



W3358639

**EXHIBIT D
ACCESS EASEMENT**

E# 3358639 PG 1 OF 10
B. Rahimzadegan, WEBER COUNTY RECORDER
20-Feb-25 02:24 PM FEE \$40.00 DEP TT
REC FOR: DOMINION ENERGY
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:
Questar Gas Company, dba Enbridge Gas Utah
P.O. Box 45360, Right of Way
Salt Lake City, UT
SCOT.42207-1.PLS.

Space above for County Recorder's use
PARCEL I.D.# 11-016-0020

**ACCESS EASEMENT AGREEMENT
RW# 42207-1**

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made effective as of **OCTOBER 3**, 2024 ("**Effective Date**"), by and between SCOTT GROUP LLC (THE) ETAL[, a Utah Limited Liability Company [LLC], with an address of 505 South 100 East, Bountiful, Utah 84010 ("**Grantor**"), and Questar Gas Company, dba Enbridge Gas Utah, a Utah corporation ("**Grantee**") Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

- A. Grantor owns that certain parcel of real property located in Weber County, State of Utah ("**Grantor Parcel**"), as more particularly described on the attached **Exhibit "A"**.
- B. Grantee owns or has interest in that certain parcel adjacent to or near the Grantor Parcel, located in Weber County, State of Utah ("**Grantee Parcel**"), as more particularly described on the attached **Exhibit "B"**.
- C. Grantor and Grantee desire to create an access easement as described herein.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Grant of Access Easement. Grantor hereby grants, conveys, and warrants against all those claiming by, through, or under Grantor to Grantee a perpetual, non-exclusive easement and right of way for vehicular, heavy equipment, and pedestrian ingress and egress on, over and across a portion of the Grantor Parcel as shown on the attached **Exhibit C ("Access Easement")**.

2. Use of Access Easement. Grantor reserves the right to use the Access Easement in any manner that does not unreasonably interfere with Grantee's rights under this Agreement. Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant, and agree as follows:

(a) Grantor shall not build or construct, nor permit to be built or constructed, over and across the Access Easement, any building, retaining walls, rock walls, footings, or improvements which impairs Grantee's use of the Access Easement;

(b) Grantor shall not change the contour within the Access Easement without prior written consent of Grantee;

(c) Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the Easement, without prior written consent of Grantee;

(d) Grantor shall not place personal property within the Access Easement that impairs Grantee's use of the Access Easement; and

(e) Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation, or enjoyment of the Access Easement or any activities conducted thereon by Grantor, Grantor's agents, employees, invitees or as a result of Grantor's negligence.

3. Compliance with Law; Mechanics' Liens. The Parties shall comply with all applicable laws in their use of the Access Easement. The Parties shall at all times keep the Access Easement free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of each Party. In the event any mechanics' lien or similar lien is recorded against the Access Easement on account of any act by or on behalf of a Party, that Party shall, within 30 days after notice from the other Party, cause such mechanics' lien to be removed from the Access Easement.

4. Runs With the Land. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Grantor Parcel and Grantee Parcel at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to the Grantee Parcel and Grantor Parcel.

5. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Representation of Ownership. Grantor represents and warrants that it holds fee simple title to the Easement Area and has the authority to enter into this Agreement and perform under this Agreement.

(c) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(d) Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

(e) Further Assurances. The Parties, from time to time, shall execute, acknowledge, subscribe and deliver to or at the request of the other Party such documents and further assurances as may be reasonably required for the purpose of evidencing, preserving or confirming the rights and obligations contained herein.

(f) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(g) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

(h) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(i) Third-Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement will be made or effective unless and until such modification is executed by the Parties, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other Agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement will be valid or binding.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah.

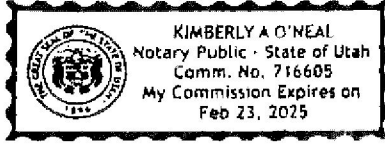
(m) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

Grantor:

SCOTT GROUP LLC (THE) ETAL



By: Scott D. Smart
Print Name: Scott D. Smart
Title: Manager

STATE OF UTAH)
COUNTY OF DAVIS) : ss.

The foregoing instrument was acknowledged to me this 3 day of Oct, 2024 by SCOTT D. Smart as manager of The Scott Group LLC

Kim O'Neal
NOTARY PUBLIC
Residing at: 100 S 500 W Bnd 1 ut 84010

My commission expires: 2-23-25

GRANTEE:

**Questar Gas Company, dba Enbridge Gas Utah,
a Utah corporation:**

By: 

Print Name: PAUL SWAN

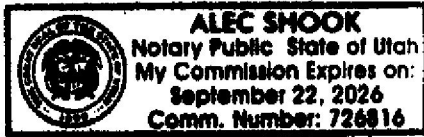
Title: Authorized Representative


STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged to me this 20 day of FEBRUARY ²⁰²⁵~~2024~~, by PAUL SWAN as authorized representative of Questar Gas Company, dba Enbridge Gas Utah, a Utah corporation.





NOTARY PUBLIC
Residing at: Salt Lake City, Utah

**EXHIBIT A
TO
EASEMENT AGREEMENT**

Legal Description of Grantor Parcel

The real property referenced in the foregoing instrument as the Grantor Parcel is located in Weber County, Utah, as more particularly described as follows:

PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 656.7 FEET WEST AND 1080.70 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 5, AND RUNNING THENCE WEST 825.0 FEET; THENCE NORTH 294.3 FEET; THENCE NORTH 83 DEGREES WEST 421.0 FEET; THENCE NORTH 432.0 FEET; THENCE NORTH 68 DEGREES 09' 49" EAST 871.0 FEET; TO A FENCE; THENCE SOUTH 2 DEGREES 51' EAST 175.02 FEET; THENCE EAST 13 FEET; THENCE SOUTH 2 DEGREES 51' EAST 122.15 FEET; THENCE EAST 407.85 FEET THENCE SOUTH 814.30 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH THE FOLLOWING RIGHT-OF-WAY: PART OF THE SOUTHEAST QUARTER, SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 656.7 FEET WEST AND 2017 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE WEST 429 FEET; THENCE NORTH 2 DEGREES 51' WEST 16 FEET; THENCE EAST 429 FEET; THENCE SOUTH 16 FEET TO THE PLACE OF BEGINNING.
(1478-466)

Legal Description of Grantee Parcel

The real property referenced in the foregoing instrument as the Grantee Parcel is located in Weber County, Utah, as more particularly described as follows:

DOMINION ENERGY 10' X 10' EASEMENT

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, WEBER COUNTY, UTAH, SAID EASEMENT IS FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS NORTH 89°05'05" WEST 660.59 ALONG THE

SECTION LINE AND NORTH 00°50'15" EAST 1516.04 FEET ALONG THE MONUMENT LINE OF SAID STREET AND NORTH 90°00'00" WEST 79.55 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5; SAID SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, SAID BEGINNING POINT IS ALSO NORTH 00°50'15" EAST 1679.52 FEET ALONG SAID MONUMENT LINE AND NORTH 89°18'10" WEST 79.55 FEET FROM A BRASS CAP MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD, SAID STREET MONUMENT IS SOUTH 00°50'15" WEST 2098.69 FEET FROM THE BRASS CAP MONUMENT AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 1400 NORTH STREET IN HARRISVILLE, UTAH, BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE; SAID BEGINNING POINT IS ALSO SOUTH 00°50'15" WEST 24.63 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 13.54 FEET FROM THE NORTHEAST CORNER OF THE PROPOSED DIXON CREEK TOWNHOMES SUBDIVISION PHASE I;

AND RUNNING THENCE NORTH 90°00'00" WEST 10.00 FEET ALONG THE NORTH LINE OF A 10-FOOT WIDE EASEMENT; THENCE NORTH 00°00'00" EAST 10.00 FEET; THENCE NORTH 90°00'00" EAST 10.00 FEET; THENCE SOUTH 00°00'00" EAST 10.00 FEET TO SAID NORTH LINE AND TO THE POINT OF BEGINNING.

**EXHIBIT B
TO
EASEMENT AGREEMENT**

Depiction of Easement Area

DOMINION ENERGY ACCESS EASEMENT

AN EASEMENT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, DAVIS COUNTY, UTAH, SAID EASEMENT IS FURTHER DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS NORTH 89°05'05" WEST 660.59 ALONG THE SECTION LINE AND NORTH 00°50'15" EAST 1516.04 FEET ALONG THE MONUMENT LINE OF SAID STREET AND NORTH 90°00'00" WEST 79.55 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 5; SAID SECTION CORNER IS SOUTH 89°05'05" EAST 2644.65 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 5, SAID BEGINNING POINT IS ALSO NORTH 00°50'15" EAST 1679.52 FEET ALONG SAID MONUMENT LINE AND NORTH 89°18'10" WEST 79.55 FEET FROM A BRASS CAP MONUMENT AT THE INTERSECTION OF 1100 NORTH STREET AND WASHINGTON BOULEVARD. SAID STREET MONUMENT IS SOUTH 00°50'15" WEST 2098.69 FEET FROM THE BRASS CAP MONUMENT AT THE INTERSECTION OF WASHINGTON BOULEVARD AND 1400 NORTH STREET IN HARRISVILLE, UTAH, BASED ON SURVEY #6943 FILED IN THE WEBER COUNTY SURVEYOR'S OFFICE; SAID BEGINNING POINT IS ALSO SOUTH 00°50'15" WEST 24.63 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF WASHINGTON BOULEVARD AND NORTH 90°00'00" WEST 13.54 FEET FROM THE NORTHEAST CORNER OF THE PROPOSED DIXON CREEK TOWNHOMES SUBDIVISION PHASE 1;

AND RUNNING THENCE SOUTH 00°00'00" EAST 20.00 FEET TO THE PROPOSED NORTH RIGHT-OF-WAY LINE OF 1300 NORTH STREET; THENCE NORTH 90°00'00" WEST 10.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 00°00'00" EAST 20.00 FEET TO THE SOUTH LINE OF A 10-FOOT BY 10-FOOT EASEMENT; THENCE NORTH 90°00'00" EAST 10.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

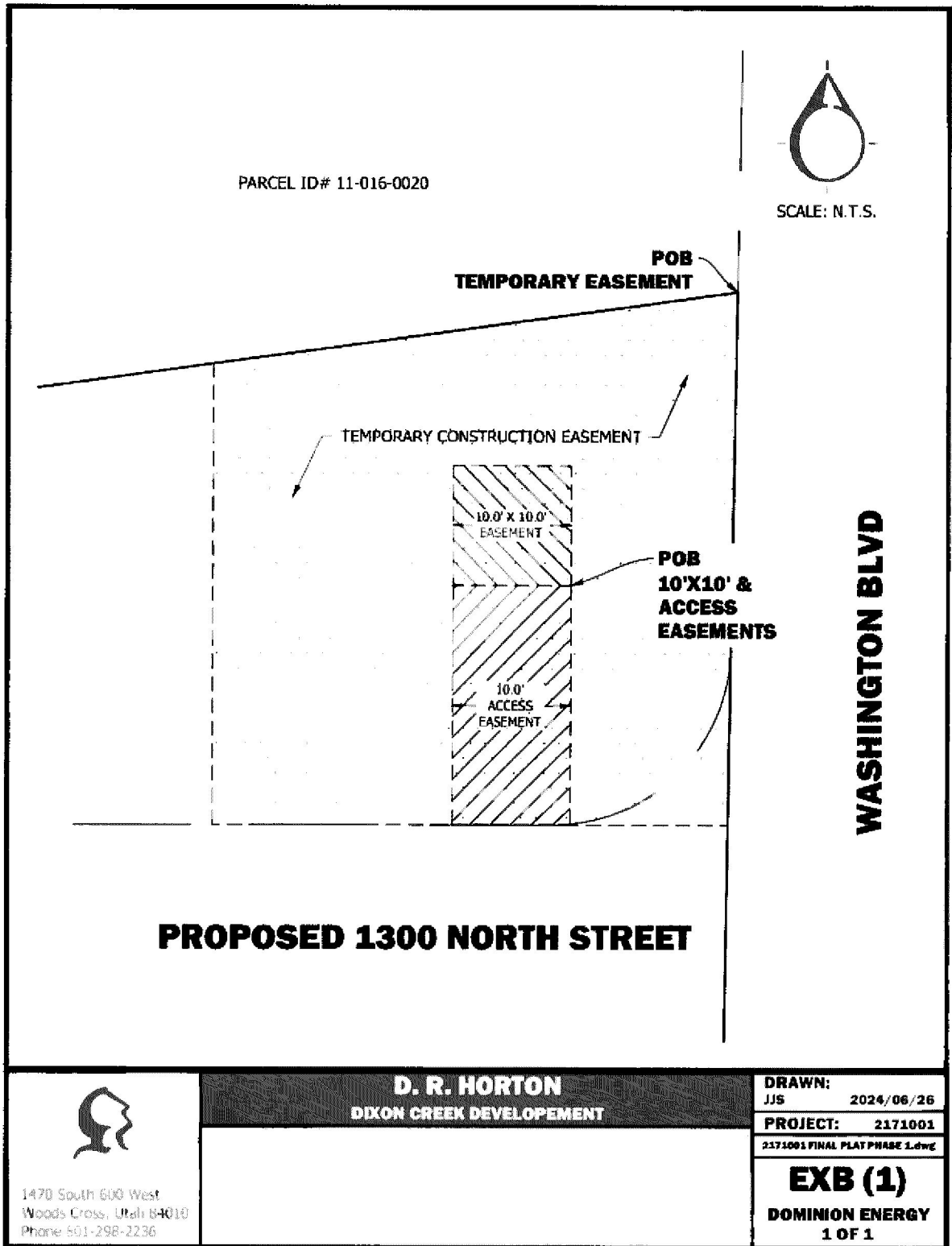


Exhibit D to Pipeline Relocation Agreement