



MAIN EXTENSION  
AGREEMENT



v1015	CENTER <b>CED</b>	JOB ID <b>MJ0002023589</b>	MAIN EXT ID <b>ML0001043958</b>	CONTRACT ID <b>ME0001054527</b>
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CUSTOMER		TYPE		QUANTITY	
<b>CHARLES HEAVER</b>					
APPROXIMATE MAIN LOCATION <b>1352 N 7100 W</b>					
SUBDIVISION <b>NA</b>		LOT RANGE <b>6</b>			
CITY OR COUNTY <b>CEDAR CITY</b>		STATE <b>UT</b>	ZIP CODE <b>84720</b>		
MAILING ADDRESS <b>1352 N 7100 W CEDAR CITY, UT 84720</b>					
OWNER					
MAIN EXTENSION COSTS			JOB TYPE		
Contracted length of main 1100			<b>NEW MAIN INSTALL</b>		
Installation charges \$12,332.70			SPECIAL CONDITIONS		
IF SPECIAL EQUIPMENT IS NEEDED, IE ROCK HAMMER, BORE MACHINE, ETC., DEVELOPER/CUSTOMER WILL BE BILLED FOR APPLICABLE FOOTAGE AND SHADING.					
<b>TOTAL CUSTOMER COST NOW DUE</b>			<b>\$12,332.70</b>		

Please submit payment to Dominion Energy, PO Box 27031, Richmond, VA 23261-7031  
To pay with credit card please call 1-800-378-1269 or go to <https://internet.speedpay.com/dominionnongas>

TERMS AND CONDITIONS

- Scope of Work.** Dominion Energy Company ("Dominion Energy") shall construct and install a natural gas main line extension as set forth above (collectively the "Facilities"). Installation of the Facilities, as specified above and as designated in the field, as well as any related work, is referred to as the "Work". This Agreement shall not be deemed to be in force until (a) Customer has signed this Agreement and (b) Dominion Energy either signs this Agreement or commences the Work.
- Cost of the Work.**
  - Customer agrees to pay to Dominion Energy the full and complete cost of materials, construction, installation, permitting, procuring rights-of-way, complying with terms of rights-of-way, environmental costs, weather-related costs, tax consequences related to the contribution in aid of the construction, and any costs arising from Customer requests or Customer caused delays (collectively "Construction Costs"). Dominion Energy personnel costs and overhead shall be borne solely by Dominion Energy.
  - Customer agrees to pay, prior to the date of installation, any and all Construction Costs. Customer shall also pay any additional Construction Costs that may arise during installation, including but not limited to frost and/or rock trenching ("Additional Construction Costs") within 30 days of the Dominion Energy invoice date. Any change to the length or scope of the Facilities, whether due to Customer request or Dominion Energy' determination, in its sole discretion, that the initial design must be modified, that result in increased Construction Costs shall also be included as Additional Construction Costs.
  - Interest accrues at the rate of 6.0% per annum on any amount due from such installation or invoice date until the amount due is paid in full. Customer will pay all costs and attorney's fees incurred in the collection of any amount.
- Rights-of-Way.** Customer agrees to provide Company with any necessary rights-of-way required to complete the Work. Company is not obligated to perform unless rights-of-way have been granted.
- Cancellation.** If the Work does not begin within six months of the effective date of this Agreement, Dominion Energy may, at its option, cancel this Agreement and charge Customer for any Construction Costs incurred up to the date of cancellation.
- Subcontractors.** Dominion Energy may subcontract with third parties for the provision of any of the services contemplated by this Agreement.
- Contamination.** If Dominion Energy encounters any contaminated soil or groundwater during the trenching and installation of facilities that requires remediation or disposal, or poses a hazard, Dominion Energy may suspend the installation or trenching until the contamination is removed, disposed of and/or remediated to Dominion Energy's satisfaction and at no cost to Dominion Energy. If Dominion Energy elects to remediate the contamination, Customer shall pay all costs incurred by Dominion Energy arising from or caused by the remediation as Additional Construction Costs.
- Force Majeure.** Dominion Energy shall have the right to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the need or ensure the safety of its customers due to emergencies or in the event Dominion Energy is unable to obtain sufficient supplies, materials, or labor for all of its construction requirements, and Dominion Energy shall not be responsible to Customer or any third party for construction delays resulting from such allocation. Dominion Energy shall not be responsible for any delay to the extent arising from or caused by (a) the performance of Customer's responsibilities under this Agreement or (b) shortage of labor or materials, strike, labor disturbance, war, riot, weather conditions (including, but not limited to, conditions that, in Dominion Energy's sole judgment, prevent it from safely excavating or backfilling trench or installing facilities using its normal construction methods and equipment, government rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary land rights, act of God, or any other cause or condition beyond the control of Dominion Energy.
- Ownership of Facilities.** The Facilities that Dominion Energy constructs to render natural gas service shall at all times remain solely the property of Dominion Energy.
- Natural Gas Service.** This Agreement is not an agreement to provide natural gas service. Upon completion of the Facilities, Dominion Energy will provide natural gas service utilizing the Facilities in accordance with the Dominion Energy Company Utah Natural Gas Tariff, PSCU 400 ("Tariff") on file with the Utah Public Service Commission ("Commission") as may be revised from time to time.
- Relocation.** Dominion Energy shall have no obligation to relocate any of the Facilities. If Customer requests that any of the Facilities be relocated, and Dominion Energy agrees to relocate the facilities, then Customer shall bear all costs associated with any relocation.
- Grade and Curbing.** Customer will ensure that the grade of the proposed main extension location is within six inches of finished grade, and no parallel utilities will be within three feet of this main extension. After installation, the trench will be backfilled up to the existing grade. Customer agrees to pay any costs incurred to repair, replace, raise, lower, or relocate the main extension because of grade changes subsequent to installation. At its sole discretion, Company may install the main extension based on curb-line stakes provided by the Customer.
- Indemnity.** To the fullest extent permitted by law, Customer shall release, indemnify, hold harmless, and defend Dominion Energy, its parent company, affiliates at any tier, and contractor(s) at any tier and their respective directors, officers, employees, and agents (collectively "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, fines, and actions of any nature whatsoever, including but not limited to attorney fees and defense costs (collectively "Liabilities") arising out of, related to, or in connection with any Work contemplated by this Agreement; however, in no event shall Customer be required to indemnify or defend the Indemnified Parties from and against any Liabilities to the extent caused by the negligence or willful misconduct of Dominion Energy or Dominion Energy's contractors at any tier. The release, indemnification, hold harmless, and defense obligations of this Agreement extend, but are not limited to, Liabilities in favor of, claimed, demanded or brought by Customer itself, Customer's employees or subcontractors, employees of the Indemnified Parties, or third parties on account of injury, death, property damage, or other losses. Without relieving Customer of any obligation under this Agreement, Company may, at its option, fully participate in the investigation, defense, and settlement of any Liabilities.
- Severability.** If any provision or part of a provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but this Agreement shall be construed as if it did not contain such invalid, illegal, or unenforceable provision. Each provision shall be deemed to be enforceable to the fullest extent available under applicable law.
- Survival of Terms.** The Parties' representations, rights and obligations of indemnity, and payment created or required to be enforced shall survive termination of this Agreement.
- Applicable Law.** This Agreement is governed by Utah law and the Tariff, rules, and regulations on file with the Commission. In the event that the Tariff, rules, or applicable regulations conflict with any term in this Agreement, the Tariff, rules or applicable regulations shall govern.
- Authority.** Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Agreement to be effective as of the day and year set forth below.

<b>CHARLES HEAVER</b> CUSTOMER		<b>DOMINION ENERGY COMPANY</b>	
BY: _____		BY: _____	
TITLE _____	DATE _____	TITLE _____	DATE _____
Prepared by: Hiatt,Keily () -			