

The plans also appeared to indicate a conflict between a fence, constructed with stone pillars on footings, and the main line. However, Symphony Homes indicated that the fencing would be placed to the north of the main line and would not be a conflict. Initially, I recommended a plan with a broader scope to accommodate the relocation required by Symphony Homes. This design included the relocation required by Rock Mill Estates as well as some betterment work that would enhance the IHP system in this intersection. Symphony Homes declined the broader project design, opting for a less-expensive and narrower scope relocation. I informed representatives of Symphony Homes that piecemeal relocations of portions of the line would be more expensive than a comprehensive plan. Nonetheless, Symphony Homes rejected the proposal. Symphony Homes indicated that it only wanted the main relocated in the roadway entrance to the development, and that the main extending west of the roadway would not conflict with its development.

5. As Symphony Homes' construction continued, DEU learned that Symphony Homes' planned sewer line also conflicted with the main line. Symphony Homes and Dominion Energy entered into an agreement for the relocation of the line to accommodate the entryway and the sewer line. Dominion Energy completed that work.

6. During the relocation work in 2018, DEU's inspector for that project voiced concerns that the future plan for the wall/fence appeared to be planned for construction over the DEU's main line. We met with Symphony Homes on site and its representatives confirmed for a second time that the wall/fence would be constructed to the north of DEU's facilities, not over the top.

7. Notwithstanding its prior representations, in March 2019, DEU learned that Symphony Homes was constructing the wall/fence over the top of DEU's facilities. DEU Exhibit 1.01 is photographs taken at the time of that construction. Symphony Homes had poured foundation for large stone columns directly over the top of DEU's facilities. The yellow markings on the ground in DEU Exhibit 1.02 are the markings indicating the location of DEU's facilities. The structure and rocks shown directly over those facilities are the stone pillars that were under construction. Each of those structures sits atop concrete foundation. DEU again met with Symphony Homes and directed it to stop construction of the fence over the main line, and indicated that the fence's location created a conflict that would require another portion of the main line to be relocated. I prepared a plan and cost estimate for relocation of the main line in the vicinity of Symphony Homes' wall/fence.

8. While negotiating the Relocation Agreement and making plans for this relocation, Symphony Homes indicated that it was participating in a Home Show and had requested we delay construction for this relocation until the Home Show had concluded toward the end of July 2019. By the time the home show ended, DEU was experiencing issues scheduling construction projects due to a shortage of contractors in the area. Moreover, the subject facility is required to provide service to the homes and businesses in the area and cannot be taken out of service during the heating season. By the fall of 2019, colder temperatures prevented DEU from taking the line out of service and completing the project in 2019.

9. During this time frame, DEU also became aware that Symphony Homes had continued to build concrete columns with rock facing that had concrete footings placed

directly on top of DEU's gas line. DEU expressed willingness to work with Symphony Homes to enable the construction of the fence prior to the completion of relocation, in order to ensure that it would be installed safely. DEU offered to provide an inspector to observe construction and to ensure no damage to the main line would occur. However, Symphony Homes installed the fence without DEU's inspector present. DEU later discovered that Symphony Homes had exposed the pipe and poured a concrete footing for a fence post directly over the line. DEU is closely monitoring the pipe to ensure that it remains safe, but was not present and does not know how Symphony Homes completed its construction activities over the pipe. Symphony Homes ultimately completed construction of all of the footings and stone pillars and most of the fencing. It left one panel of fencing incomplete.

10. In approximately February 2020, I spoke with the homeowner of the property that had the missing panel in his fence. He indicated that he has dogs and needed his yard to be enclosed. In order to accommodate this homeowner, DEU agreed to allow the installation of the final panel of fencing over DEU's pipeline.

11. On March 3, 2020, Dominion Energy and Rock Mill Estates, LLC, a subsidiary of Symphony Homes, entered into an agreement to relocate the pipeline located within the street right-of-way of 600 North Street in Farmington, in order to accommodate the fence/wall. The Agreement provides that DEU will retire approximately 315 feet of Pipeline and install approximately 558 feet of 4" pipeline to accommodate the Project. Rock Mills agreed to pay DEU \$22,352.00 as contribution toward completion of the Relocation Work and payment was due prior to and as a condition of DEU's obligation to commence the Relocation Work. The Agreement provides that DEU could adjust its schedules without

notices as required to handle emergencies on its system but indicated it would complete all relocation work on or before July 31, 2020. A copy of that Agreement is attached as DEU Exhibit 1.02. Symphony Homes delivered the signed contract to DEU, along with the payment required by the contract on March 18, 2020.

12. Shortly after the Agreement was executed, the COVID-19 pandemic forced DEU to delay work to establish safety protocols and procure personal protective equipment for its employees. DEU's contractors also struggled with the same issues and delays.

13. On June 25, 2020, DEU provided Symphony Homes with notice that DEU would not be able to complete construction by July 31, 2020 due to issues associated with the COVID-19 pandemic. Pandemic-related protocols and delays caused DEU to prioritize certain projects and DEU was not able to schedule this project in the fall of 2020.

14. As this project requires DEU to take an intermediate-high pressure pipeline out of service which serves residences and businesses in Farmington, Utah, the earliest DEU could begin construction would be spring of 2021. DEU notified Symphony Homes of this fact in August 2020 and offered to amend the relocation agreement to reflect a new completion date of July 31, 2021. DUE also clarified that Symphony Homes would not incur any additional expenses associated with the relocation of the pipeline as a result of the delay.

15.

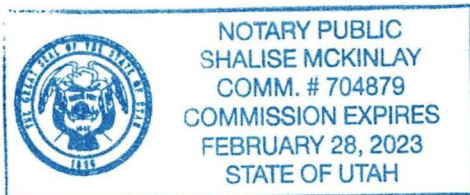
DEU is currently working with a contractor to relocate the line promptly and, absent another cause beyond its control, DEU anticipate completion of the work no later than July 31, 2021.


DATED this 19 day of April, 2021.


Kurtis E. Fredericks

On this 19th day of April, 2021, before me, Shalise McKinlay,
a notary public, personally appeared Kurtis E. Fredericks, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, an
acknowledged he executed the same.

Witness my hand and official seal.




Expires on: 2/28/2023

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the was served AFFIDAVIT OF KURTIS E. FREDERICKS DEU EXHIBIT 1.0 upon the following persons by e-mail on the 19th of April, 2021:

Patricia E. Schmid
Justin C. Jetter
Assistant Attorneys General
160 East 300 South
P.O. Box 140857
Salt Lake City, UT 84114-0857
pschmid@ugutah.gov
jjetter@ugutah.gov
Counsel for the Division of Public Utilities

Chris Parker
William Powell
Utah Division of Public Utilities
160 East 300 South
P.O. Box 146751
Salt Lake City, UT 84114-6751
chrisparker@utah.gov
wpowell@utah.gov

Rock Mill Estates, LLC
c/o Symphony Homes
Attn: Jared Schmidt
111 South Frontage Road
Centerville, UT 84014
jschmidt@symphonyhomes.com

Kevin Anderson
Anderson Call & Wilkinson
110 South Regent Street, Suite 200
Salt Lake City, UT 84111
kanderson@lawwest.com
Counsel for Symphony Homes

/s/ Shalise McKinlay



DOMINION ENERGY UTAH
 IHP REPLACEMENT PROJECT
 600 NORTH - MAIN STREET
 FARMINGTON CITY, DAVIS COUNTY, UTAH

MAIN INSTALL AND RETIRE SUMMARY
 WO# 76162.86.BUILD

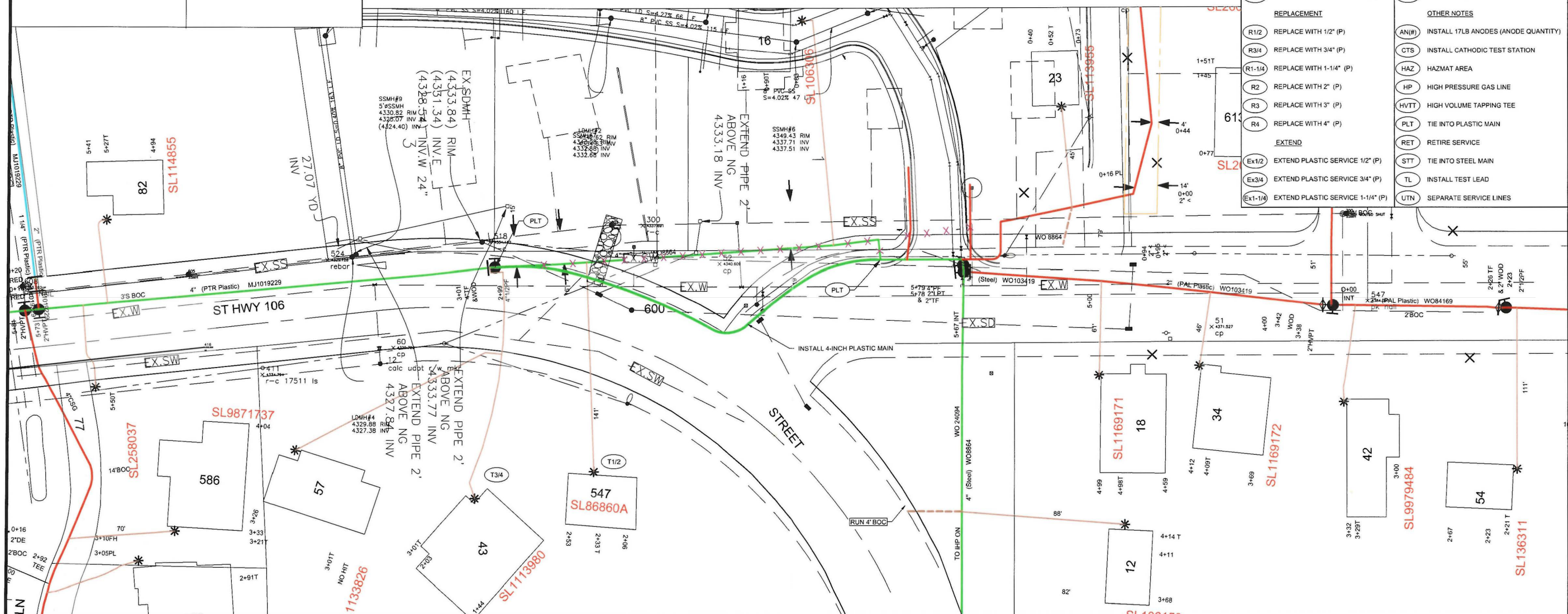
SERVICE INSTALL AND RETIRE SUMMARY
 WO# 76162.86.BUILD

MJR 2014895 - RETIRE:
 57 FT OF 4" STEEL PIPE
 12 FT OF 2" STEEL PIPE

MJ 2014896 - INSTALL:
 264 FT OF 4" PLASTIC PIPE (11.5 SDR)

SERVICES
 (2) SERVICE TEST AND TIE
 (1) TEST AND TIE 1/2" (P)
 (1) TEST AND TIE 3/4" (P)

KEYED NOTES	
TEST & TIE	INSERT
(T1/2) TIE INTO PLASTIC SERVICE 1/2" (P)	(IN1/2) INSERT 1/2" (P)
(T3/4) TIE INTO PLASTIC SERVICE 3/4" (P)	(IN3/4) INSERT 3/4" (P)
(T1-1/4) TIE INTO PLASTIC SERVICE 1-1/4" (P)	(IN1-1/4) INSERT 1-1/4" (P)
(T2) TIE INTO PLASTIC SERVICE 2" (P)	(IN2) INSERT 2" (P)
(T3) TIE INTO PLASTIC SERVICE 3" (P)	(IN3) INSERT 3" (P)
(T4) TIE INTO PLASTIC SERVICE 4" (P)	(IN4) INSERT 4" (P)
REPLACEMENT	OTHER NOTES
(R1/2) REPLACE WITH 1/2" (P)	(AN#) INSTALL 17LB ANODES (ANODE QUANTITY)
(R3/4) REPLACE WITH 3/4" (P)	(CTS) INSTALL CATHODIC TEST STATION
(R1-1/4) REPLACE WITH 1-1/4" (P)	(HAZ) HAZMAT AREA
(R2) REPLACE WITH 2" (P)	(HP) HIGH PRESSURE GAS LINE
(R3) REPLACE WITH 3" (P)	(HVTT) HIGH VOLUME TAPPING TEE
(R4) REPLACE WITH 4" (P)	(PLT) TIE INTO PLASTIC MAIN
EXTEND	(RET) RETIRE SERVICE
(Ex1/2) EXTEND PLASTIC SERVICE 1/2" (P)	(STT) TIE INTO STEEL MAIN
(Ex3/4) EXTEND PLASTIC SERVICE 3/4" (P)	(TL) INSTALL TEST LEAD
(Ex1-1/4) EXTEND PLASTIC SERVICE 1-1/4" (P)	(UTN) SEPARATE SERVICE LINES



GENERAL NOTES

- CONTRACTOR TO POTHOLE ALL EXISTING BURIED UTILITY CROSSINGS TO VERIFY DEPTH PRIOR TO GAS INSTALLATION. (IMMEDIATELY NOTIFY DOMINION ENERGY OF POSSIBLE CONFLICTS BETWEEN EXISTING UTILITIES AND PROPOSED IHP GAS MAIN DESIGN. CONTACT PROJECT ENGINEER.)
- COATING/PROTECTION
 BURIED FABRICATION PIPING SHALL BE CLEANED AND COATED. RECOMMENDED COATING FOR BURIED STEEL PIPING IS 2-PART EPOXY (IF PRACTICAL, REQUIRES GRIT BLAST PRIOR TO APPLYING COATING). TAPE COAT H35 OR H50 WITH PRIMER. TRENTON WAX TAPE (NUMBER 1 WITH GUARDWRAP) IS TO BE USED ONLY AS OVERWRAP. RECOMMENDED AT COATING TRANSITIONS OR WHENEVER SPECIFIED OR WHEN THE COATING APPLICATOR DEEMS NECESSARY. RECOMMENDED COATING FOR ABOVE GROUND PIPING IS TRENTON WAX TAPE NUMBER 2. ALL BURIED PIPING TO BE CATHODICALLY PROTECTED.
- FIELD VERIFY WALL THICKNESS AT ALL TIE IN LOCATIONS.
- BALL VALVES - REMOVE ALL MANUFACTURER VENT PLUGS AND REPLACE WITH SMALL BALL VALVES.
- ANY MATERIAL SUBSTITUTION OR FIELD CHANGES TO DESIGN REQUIRE REVIEW WITH AND CONCURRENCE BY ENGINEERING.
- ALL BRANCH TIE-INS 3" AND LARGER SHALL BE FULL TEES UNLESS OTHERWISE SPECIFIED BY THE PROJECT ENGINEER. DEPTH AND LOCATION OF SEWER MAIN AND LATERAL MUST BE IDENTIFIED AT EACH PROPOSED GAS CROSSING PRIOR TO DIRECTIONAL DRILLING. ANY SEWER LATERAL NOT LOCATED OR EXPOSED PRIOR TO DRILLING MUST BE VIDEOED NO MORE THAN 48 HOURS AFTER THE DRILLING PROCESS. IF REQUIRED BY CITY, CONTRACTOR MUST SUBMIT AN INSPECTION REPORT.
- BORE DEPTH NOT TO EXCEED 6-FEET UNLESS OTHERWISE SPECIFIED OR SHOWN.

UTAH BLUE STAKES CALL FOR LOCATION OF UNDERGROUND UTILITIES 811 OR 1-800-662-4111	FOR EMERGENCY CALL 911 THEN CALL DOMINION ENERGY UTAH 1-800-767-1689
PROJECT CONTACTS	
PROJECT MANAGER	JASON D'EGEE (801) 324-3640
PROJECT ENGINEER	KURTIS FREDERICKS (801) 324-3071
IHP SURVEYOR	GARRETT NEWMART (801) 324-3660
IHP SUPERVISOR	NATE CROUCH (801) 452-5428
RIGHT OF WAY AGENT	YUKA JENKINS (801) 324-3035
ENVIRONMENTAL HEALTH	LAURA SPRINGSTEEN (801) 324-3968
SAFETY	RICK MAR (801) 324-3458

THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF DOMINION ENERGY AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM DOMINION ENERGY.

REVISIONS			
NO	DESCRIPTION	DATE	CHECK
A	INITIAL DESIGN	5/21/2018	SS TS
B	REVISED PER COMMENTS	6/1/2018	SS KF
C	ADDED SEWER AND NOTE TO MAINTAIN HORIZONTAL CLEARANCE	6/18/2018	KEF KEF

ENGINEERING RECORD		
PROJECT NUMBER: 76162.86.BUILD	DATE CREATED: 5/21/2018	ENGINEERING MNGR: J. MCGEE
DRAWN BY: S. SLATER	PROJECT ENGINEER: K. FREDERICKS	CONSTR MNGR: T. DICKSON
CHECKED BY: T. SADLER	SURVEYOR: REEVE & ASSOCIATES	APVD FOR CONSTR: 6/13/2018
DWG. SCALE: 1:30		

Dominion Energy

DOMINION ENERGY UTAH

TITLE: 600 NORTH AND MAIN STREET
 DESCRIPTION: ROCK MILL ESTATES REPLACEMENT
 ADDRESS: 600 N MAIN STREET
 PHASE 1

CITY: FARMINGTON	COUNTY: DAVIS	STATE: UT
DRAWING NUMBER: MJR#2014895 & MJ#2014896		SHEET: 01
		REVISION: C





PIPELINE RELOCATION AGREEMENT

This Pipeline Relocation Agreement (“**Agreement**”) is entered into this 3 day of MARCH 2020, between QUESTAR GAS COMPANY a Utah Corporation, dba DOMINION ENERGY UTAH (“**Dominion Energy**”) and ROCK MILL ESTATES, LLC a Utah limited liability company (“**Rock Mill Estates**”), Dominion Energy and Rock Mill Estates may be referred to collectively as the “**Parties**” and singularly as a “**Party**” all as governed by the context in which such terms are used.

RECITALS

A. Dominion Energy owns and operates a 4-inch intermediate-high-pressure pipeline (the “**Pipeline**”), which is located within the street right-of-way of 600 North Street in Farmington, Utah. The intersection of 600 North Street and State Highway 106 (Main Street) has been realigned but the original 600 north street right-of-way remains in its original location.

B. The Pipeline, in its current location, is at risk of being compromised by the placement of fence columns over the Pipeline and the existing street right-of-way of 600 North Street (the “**Rock Mill Estates Project**”). For this reason, a new pipeline easement will be needed for the new location of the Pipeline.

C. In order to complete the Rock Mill Estates Project the Parties desire to relocate the Pipeline within the realigned roadways according to the terms and in the location identified in this Agreement.

OPERATIVE PROVISIONS

1. Scope of Work. Dominion Energy will retire approximately 315 feet of the Pipeline (“**Retired Section**”) and install approximately 558 feet of 4” pipeline (“**Relocated Section**”) to accommodate the Project. Dominion Energy shall perform and furnish the following: (i) abandonment in place and capping of the Retired Section; (ii) design engineering, trenching, procurement of materials; (iii) installation of the Relocated Section, backfill and compaction; and (iv) clean-up for the Relocated Section (collectively the “**Relocation Work**”). Dominion Energy shall obtain any and all necessary governmental permits and/or approvals required to perform the Relocation Work at its sole cost.

2. Public Utility Easement. The Relocated Pipeline will be installed within the existing public utility easement of the realigned street right of ways of State Highway 106 and 600 North Street, in Farmington City, Davis County, Utah.

3. Payment. Rock Mill Estates will pay Dominion Energy \$22,352.00 as a contribution toward completion of the Relocation Work (“**Rock Mill Payment**”). The Rock Mill Payment represents the difference between estimated costs for the Relocation Work, including the relocated portion of pipe through the Rock Mill Estates and the estimated costs without the relocation portion of pipe through Rock Mill Estates shown on the attached price schedules in the Attached Exhibit 1 and Exhibit 2 respectively. The Rock Mill Payment shall be

due prior and is a condition precedent to Dominion Energy's obligation to commence the Relocation Work.

4. Schedule. Dominion Energy will notify Rock Mill Estates at least 48 hours in advance of beginning the Relocation Work. Dominion Energy may adjust its schedules without notice as required to handle emergencies on its system, after which it will informally notify Rock Mill Estates as to when the Relocation Work will be resumed. Dominion Energy will complete all relocation work on or before July,31, 2020.

5. Notices. All notices concerning this Agreement, other than the day-to-day communications between the Parties, shall be in writing and shall be sent to the relevant address set forth below. The Parties may designate other addressees or addresses by notice to the other Party. A notice shall be deemed effective (a) when given by hand delivery; (b) three days after deposit into the U.S. mail, postage prepaid; or (c) one business day after deposit with commercial overnight delivery service, charges prepaid.

Dominion Energy
Attn: Chris Balling
Property & Right-of-Way – DNR 217
P.O. Box 45360
Salt Lake City, Utah 84145-0360

Rock Mill Estates
C/O Symphony Homes
Attn: Jared Schmidt
111 South Frontage Road
Centerville, Utah 84014

6. Miscellaneous.

- a. In the event of any dispute relating to this Agreement, whether or not the dispute results in litigation, the prevailing Party shall be entitled to recover all costs, including reasonable attorney fees.
- b. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and assigns.
- c. The provisions of this Agreement are severable, and should any provision be deemed void, unenforceable or invalid, such provision shall not affect the remainder of this Agreement.
- d. This Agreement shall be governed by the laws of Utah.
- e. Neither Party shall be liable for any failure to perform this Agreement when the failure is due to any cause which is not reasonably within the control of the Party affected. Prompt, detailed notice of any force majeure shall be given by the Party claiming inability to perform. In the event of force majeure, the Parties shall immediately take all reasonable action necessary to abate the cause.
- f. Each person signing this Agreement warrants that the person has full legal capacity and authority to execute this Agreement on behalf of the respective Party and to bind such Party.


- g. This Agreement may be executed in several counterparts, each of which shall be deemed an original for all purposes, and all of which together shall constitute and be deemed one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

ROCK MILL ESTATES, LLC

**QUESTAR GAS COMPANY
DBA, DOMINION ENERGY UTAH**


By: Robert Miller
Its: Manager


By: Chris B. Balling
Its: Authorized Representative