

## EASEMENT

Easement No. 400-00624

This grant of a Utility Easement ("Easement") to the Grantee designated below shall expire on the 20 day of March 2053, unless otherwise extended or renewed under Provision 26 of this Agreement.

THE STATE OF UTAH, by and through the **Division of Forestry, Fire and State Lands**, ("GRANTOR"), hereby grants to **Dominion Energy Utah, 2635 West 900 South, Salt Lake City, UT 84018**, ("GRANTEE"), (collectively referred to herein as the Parties) an Easement for the right to install, operate, repair, replace, and maintain an underground natural gas pipeline below Green River Sovereign Lands in Emery County, Utah. The location of the Easement on sovereign lands is generally specified on the map attached as Exhibit "A" and the specific legal description of the Easement is as follows:

### LEGAL DESCRIPTION:

This easement is located below the Green River in Emery County, Utah; immediately adjacent to the North of the Main St. Bridge in Green River, UT.

All State Sovereign Lands within:

Township 21 South, Range 16 East  
Section 10 & 15

Effected by the following legal description:

COMMENCING AT A 3-INCH BRASS CAP STAMPED "LS 3826" [N: 6,805,333.15', E: 2,023,346.78] FOR THE SOUTHWEST CORNER OF SAID SECTION 10 THENCE S 88°05'58" A DISTANCE OF 2,522.79 FEET TO THE **POINT OF BEGINNING** THENCE S 72°13'26" E LEAVING SAID SOUTH LINE, A DISTANCE OF 516.35 FEET; TO THE **POINT OF TERMINUS** OF THIS HEREIN DESCRIBED CENTERLINE FROM WHICH A 3-INCH BRASS CAP STAMPED "LS 7692" FOUND FOR THE SOUTHEAST CORNER OF SAID SECTION 10, BEARS N 82°09'21" E A DISTANCE OF 2,338.93 FEET

COUNTY: **Emery County**

GRANTOR grants GRANTEE a non-exclusive utility Easement for a term of thirty ("30") years subject to the following terms and conditions and any valid and existing rights and/or interests.

This Easement is granted only for the purpose described in the first full paragraph above as far as it is consistent with the principles and obligations in the Enabling Act of Utah (Act of July 16, 1894, Ch. 138, 28 Stat. 107), the Constitution of the State of Utah, and all other applicable laws of the State of Utah. The Easement is subject to the following restrictions and requirements. The Easement provides the GRANTEE permission to update and maintain a previously installed and unpermitted natural gas pipeline above the Green River. No other structures or disturbances are permitted on the bed or banks of the Green River under this Easement. GRANTEE shall obtain any and all other necessary permits and approval from adjacent landowners prior to any construction.

1. **LIABILITY.** GRANTEE shall pay for all cost and expense in connection with any construction, operation, repair, replacement and maintenance of the natural gas pipeline located within the Easement, and further hold GRANTOR harmless from any and all liability (including costs and attorney's fees) which may arise from any construction, operation, and maintenance of said EASEMENT for the entire term of the Easement
2. **REMOVAL OF STRUCTURES.** GRANTEE shall have sixty (60) days after the expiration of the term of this Easement to remove any facilities and other fixtures, structures, or material located on Sovereign Lands by the GRANTEE. In the event the facilities, fixtures, structures, or materials are not removed within sixty (60) days, it is mutually agreed by and between the GRANTOR and GRANTEE that the GRANTOR shall have the right to remove, or cause the same to be removed, all at the cost and expense of the GRANTEE. If GRANTOR is required to remove any remaining facilities, fixtures, structures, or materials, GRANTOR shall submit an itemized invoice to GRANTEE and GRANTEE shall pay the full value of the invoice, without objective or claim to offset, within thirty (30) days of receipt.
3. **COORDINATION WITH EXISTING LEASE HOLDERS.** GRANTEE shall contact all parties that hold existing leases with the GRANTOR within or adjoining the Easement and cooperate with these parties so that impacts to existing lease holders are avoided or minimized to the fullest extent possible.
4. **BONDING REQUIREMENTS.** GRANTEE agrees that, for good cause shown, at any time during the term of this Easement, the GRANTOR may require that the amount of an existing bond be increased or if a bond has not been previously required, GRANTOR may require GRANTEE to post with the Division a bond with an approved corporate surety company authorized to transact business in the State of Utah, or such other surety as may be acceptable to the GRANTOR, in a penal sum to be determined by GRANTOR, said bond to be conditioned upon full compliance with all terms and conditions of this Easement and the rules relating hereto. The amount of this bond shall not be deemed to limit any liability of GRANTEE.

5. **IDEMNIFICATION.** GRANTEE assumes liability for and agrees to fully indemnify and hold GRANTOR harmless for and against any and all liability and/or damages, including costs and attorney's fees, of any nature imposed upon, incurred by, or asserted against GRANTOR which in any way relates to or arises out of the activities or operations necessary to effectuate the purpose of this Easement, or any liability resulting from the use, location, or presence of GRANTEE, its servants, employees, agents, sublessees, assignees or invitees on the Easement.
6. **TERMINATION OF EASEMENT.** This Easement may be terminated by GRANTOR upon breach of any of the terms and conditions of this Agreement. If GRANTOR determines the GRANTEE or its assigns or successors in interest, have breached any term or condition of this Easement, GRANTOR shall notify the breaching party in writing by certified mail, return receipt requested, specifying the factual circumstances of the breach. The breaching party shall have thirty (30) days from the date of such notice to correct or cure the identified breach. If the breaching party fails to correct such breach within such period, GRANTOR may terminate this Easement upon thirty (30) days notice; provided, however, such termination shall not release the breaching party from any liability for damage resulting from the identified breach or from any obligation to reclaim the property where the Easement is located.
7. **LITIGATION.** GRANTEE consents to suit in the courts of the State of Utah in any dispute arising under the terms of this Easement or as a result of any operations connected, in any way, to the purpose and scope of which this Easement was granted. GRANTEE and its successors and assigns expressly consent to and agree that any litigation initiated by the GRANTEE or its successors or assigns concerning any aspect of this Easement shall be initiated and prosecuted only in the Utah State District Court of Salt Lake County.
8. **ASSIGNMENT OF EASEMENT TO ANOTHER PARTY.** The acquisition or assumption by another party under an agreement with the GRANTEE of any right or obligation of the GRANTEE under this Easement shall be ineffective as to the GRANTOR unless and until GRANTOR shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval: (i) operate to relieve the GRANTEE of the responsibilities or liabilities assumed by GRANTEE hereunder; or (ii) be given unless such other party is acceptable to GRANTOR as a grantee, and assumes in writing all of the obligations of the GRANTEE under the terms of this Easement and subject to any additional conditions imposed by GRANTOR, in its exclusive discretion, as may be necessary or proper for the protection of the public trust and/or surrounding or adjacent public trust assets. This paragraph does not obligate the GRANTOR to approve any agreement of assignment of this Easement. Approval by GRANTOR may be withheld for any reason to protect the interests of the GRANTOR and/or the public trust.

9. **FIRE PREVENTION.** GRANTEE shall at all times observe reasonable precautions to prevent fire on said Easement and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on said Easement proximately caused by GRANTEE, its servants, employees, agents, subleases, assignees or licensees which necessitates suppression action by the State Forester, GRANTEE agrees to reimburse GRANTOR for the cost of such fire suppression action.
10. **RECLAMATION.** GRANTEE shall surrender to GRANTOR the lands comprising the full scope of the Easement in a condition similar to the original contours. Any rehabilitation necessary for GRANTEE to fully comply with this obligation shall be done with the prior written approval of GRANTOR and to the specifications of the GRANTOR.
11. **COMPLIANCE WITH OTHER APPLICABLE REGULATIONS.** GRANTEE, in exercising the privileges granted by this Easement, shall comply with the provisions of all valid Federal, State, County, and Municipal laws, ordinances, and regulations which may be applicable to the lands and operations encumbered and contemplated by this Easement. GRANTEE shall neither commit nor permit any waste on the lands where the Easement is located. GRANTEE shall prevent pollution or deterioration of any surrounding lands or waters which would be created or caused by the exercise of any of the rights and privileges granted pursuant to this Easement and shall refrain from any activity amounting to a nuisance or would constitute waste of the lands and waters surrounding the Easement.
12. **RIGHT OF ACCESS.** GRANTOR reserves the right to utilize said Easement for access to and from the lands owned by GRANTOR on both sides of said Easement.
13. **EXCLUSIVITY.** It is expressly understood and agreed that the right herein granted is non-exclusive and GRANTOR hereby reserves the right to issue other non-exclusive easements, leases, or permits on or across the Easement where such uses are appropriate and compatible and further reserves the right to dispose of the property encumbered by the Easement by sale or exchange.
14. **OIL AND GAS LEASING.** GRANTOR expressly reserves the right to lease any lands encumbered by the Easement for the purposes of exploration, development and production of oil, gas and all other ores and minerals, together with the right of ingress and egress across the Easement; provided that no drilling of oil wells shall be conducted, nor will mining facilities and structures be located where they would cause interference with GRANTEE's use of the Easement.

15. **SOIL DISTURBANCE.** GRANTEE agrees that the removal of ordinary sand and gravel or similar materials from the Easement is not permitted except when the GRANTEE has applied for and received a materials permit from the GRANTOR.
16. **ARTIFACTS/CULTURAL RESOURCES.** It is hereby understood and agreed that all treasure-trove and all articles of antiquity located in or upon the Easement are and shall remain the property of the GRANTOR. GRANTEE shall report any discovery of a "site" or "Specimen" to the GRANTOR and the Division of State History in compliance with Section 9-8-101 et seq. and 9-9-101 et seq. Utah Code Annotated (1953) as amended.
17. **TITLE.** GRANTOR claims title in fee simple, but does not warrant to GRANTEE the validity of title to these premises. GRANTEE shall have no claim for damages or refund against the GRANTOR for any claimed failure or deficiency of GRANTOR's title to said lands or for any conflicting title claims asserted by any third party.
18. **INSPECTION.** GRANTOR reserves the right to inspect GRANTEE's operations as they related to the Easement at any time during the term of the Easement and to notify GRANTEE of any violations of the terms and conditions of this Easement.
19. **REGULATORY AUTHORIZATION.** This Easement is granted pursuant to the provisions of all applicable laws and subject to the rules of the departments and agencies of the State of Utah presently in effect and to such laws and rules as may be hereafter amended or promulgated by the State.
20. **NOTICE.** Any notice contemplated herein to be served upon either party shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, or by nationally recognized overnight courier and addressed as follows:

**Grantee:**  
**Dominion Energy Utah**  
**1140 West 200 West**  
**Salt Lake City, UT 84104**

**Grantor:**  
**Department of Natural Resources**  
**Division of Forestry, Fire and State Lands**  
**1594 West North Temple, Suite 3520**  
**PO Box 145703**  
**Salt Lake City, UT 84114**

or at any such other address as GRANTEE may from time to time designate by written notice to GRANTOR.

**21. INTERPRETATION OF EASEMENT.** This Easement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of GRANTEE.

**22. GOOD FAITH NEGOTIATIONS:**


- a. In the event of any dispute, claim, question, or disagreement arising from or relating to this Easement or the GRANTOR's and/or GRANTEE's performance or breach, then the Parties shall use their best reasonable efforts to settle the dispute, claim, question, or disagreement within thirty (30) days of receipt of notice of such dispute. To this end, the Parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both parties. The notice of dispute shall be delivered within ten (10) days of the date on which the GRANTOR and/or GRANTEE knew or should have known of the facts underlying the dispute, claim, question or disagreement or the claim shall be barred.
- b. Although the GRANTOR and GRANTEE intend to negotiate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to negotiate in good faith. The Parties further agree that neither the GRANTOR nor GRANTEE can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to negotiate in good faith.

**23. MEDIATION:**

- a. If the GRANTOR and/or GRANTEE are unable to resolve the dispute, claim, question, or disagreement through good faith negotiations within thirty (30) days then either party may submit the matter to mediation by providing the other party with notice of intent to mediate. The notice of intent to mediate must be delivered to the other party within ten (10) days of the completion of good faith negotiations.
- b. The mediation shall be conducted in accordance with Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (except for the rules requiring American Arbitration Association administration). The GRANTOR and GRANTEE shall bear equally the costs of the mediation. The Parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from American Arbitration Association, if they are unable to agree upon a mediator within three (3) business days of receipt of the notice of intent to mediate.

- c. The GRANTOR and GRANTEE agree to participate in good faith in the mediation and related negotiations for a period of thirty (30) days or such additional time as they may mutually agree.
  - d. Although the GRANTOR and GRANTEE intend to mediate in good faith, they agree that no party can be held liable in damages for an alleged breach of an obligation to mediate in good faith. The GRANTOR and GRANTEE further agree that no party can be held liable for expenses incurred or opportunities foregone by the other in reliance on the party's agreement to mediate in good faith.
  - e. The GRANTOR and GRANTEE may, but are not required to, retain the American Arbitration Association to administer the mediation proceedings.
24. **COURT PROCEEDINGS.** Completion of, or a good faith effort to complete good faith negotiations and mediation under Paragraphs 22 & 23 is a condition precedent to GRANTOR's and GRANTEE's right to initiate court proceedings involving the Easement, except for an action to enforce the obligation to negotiate or mediate.
25. **PUBLIC TRUST.** This Easement is subject to the public trust obligations of the GRANTOR to manage Utah's Sovereign Lands. GRANTOR may perform any modification or reformation of this Easement if it becomes necessary to accommodate the public trust and/or to facilitate the proper use and protection of Utah's sovereign lands.
26. **RENEWAL.** GRANTEE may submit an application for renewal at least three (3) months prior to the expiration date of this Easement. GRANTOR may approve the renewal application on the same Easement terms and conditions of this Easement, negotiate new terms and conditions, or deny the renewal application.

APPROVED AS TO FORM  
UTAH OFFICE OF THE ATTORNEY GENERAL  
SEAN D. REYES

BY:   
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Emma Whitaker  
Assistant Attorney General



IN WITNESS WHEREOF, the Parties have subscribed their names the day and year noted at signature.

By:

Name

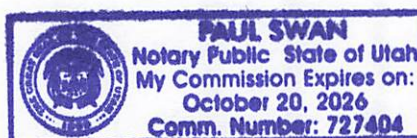
BRADY NOWICKI  
Dominion Energy Utah - AUTHORIZED REPRESENTATIVE  
GRANTEE

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 28<sup>th</sup> day of February, 2023 before me personally appeared Brady Nowicki  
proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this  
document and acknowledged to me he executed the same as the Authorized Representative of **Dominion Energy  
Utah** and on behalf of said corporation.

Witness my hand and Seal this 28 day of FEBRUARY, 2023.

Paul Swan  
NOTARY PUBLIC, residing at: RIVINGTON UTAH  
My Commission Expires: OCTOBER 20, 2026





THE STATE OF UTAH, acting by and through the  
DIVISION OF FORESTRY, FIRE & STATE LANDS

By: Jamie Barnes  
Jamie Barnes, Director  
Division of Forestry, Fire & State Lands - GRANTOR

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 20 day of March, 2023, personally appeared before me Jamie Phillips-Barnes, who being by me duly sworn did say that she is the Director of the DIVISION OF FORESTRY, FIRE & STATE LANDS of the State of Utah and the signer of the above instrument, and acknowledged that she executed the same on behalf of the Division.

Witness my hand and seal this 20 day of March, 2023.



Liesl Roberts  
NOTARY PUBLIC, residing at: SLC county  
My Commission Expires: 03/04/2026