



United States Department of the Interior



BUREAU OF LAND MANAGEMENT

Moab Field Office
82 E. Dogwood Avenue
Moab, UT 84532

JUL 20 2023

In Reply Refer To:
2880 (LLUTY01200)
UTU-95982

CERTIFIED MAIL RETURN RECEIPT
7022 2410 0000 2058 5783

Decision

Questar Gas Company	:	Right-of-Way Amendment
Dbas Dominion Energy Utah	:	Serial No. UTU-95982
PO Box 45360	:	
Salt Lake City, UT 84145	:	

Right-of-Way UTU-95982 Amended

Rental Determined

Monitoring Fee Determined

On April 18, 2023, Questar Gas Company dba Dominion Energy Utah filed an application to amend Right-of-Way (ROW) UTU-95982 on Bureau of Land Management (BLM) National System of Public Lands to install AC mitigation on an existing natural gas pipeline in Grand County, Utah. Enclosed is a copy of your ROW amendment that has been approved by the BLM. The issuance of this ROW amendment constitutes a final decision by the BLM in this matter.

The ROW amendment is wholly within the existing ROW and does not require additional rent. The monitoring fee for this ROW amendment is determined to be a Category 1, which is \$146.00. The BLM has received your monitoring fee.

This decision may be appealed to the Interior Board of Land Appeals (IBLA), Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulation 43 CFR 2801.10 for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the IBLA and to the appropriate Office of the Solicitor (see 43 CFR 4.413)

at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

If you have any questions please contact Lisa Wilkolak, Realty Specialist, at (435) 259-2122 or lwilkolak@blm.gov.

Sincerely,



Dave Pals
Field Manager

Enclosures

FORM 2800-14
(August 1985)

Issuing Office
Moab Field Office

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY AMENDMENT
SERIAL NUMBER UTU-95982

1. A Right-of-Way (ROW) is hereby granted pursuant to Section 28 of the Mineral Leasing Act of February 25, 1920, as amended (30 U.S.C. 185).
2. Nature of Interest:
 - a. By this instrument, the holder:

Questar Gas Company
Dba Dominion Energy Utah
PO Box 45360
Salt Lake City, Utah 84145

receives a right to install alternating current mitigation in six (6) locations on public lands described as follows:

Salt Lake Meridian
T. 23 S., R. 18 E.,
 sec. 3, SWSE,
 sec. 13, NWNW, SENW, NESE.
T. 23 S., R. 19 E.,
 sec. 18, Lot 9,
 sec. 20, SESW.
T. 24 S., R. 19 E.,
 sec. 1, SWSW, SESW.
 - b. The total ROW area granted herein for installation-related activities is 40 feet wide by 4,416 feet long.
 - c. This instrument shall terminate on December 31, 2037, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
 - d. Notwithstanding the expiration of this instrument, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

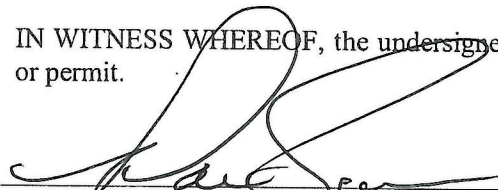
3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the Authorized Officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 30 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The Stipulations (Exhibit A), and Map (Exhibit B) attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way grant or permit.


(Signature of Holder)


(Signature of BLM Authorized Officer)


(Title)

Field Manager

7-11-23
(Date)

7/19/23
(Effective Date of Permit)

Stipulations
Right-of-Way Amendment UTU-95982
Dominion Energy Utah

General

1. Hereinafter, Holder shall mean Questar Gas Company dba Dominion Energy Utah, its agents, contractors, representatives, or other persons directed by Holder to construct, maintain, repair, restore, relinquish, abandon, modify, rehabilitate, or terminate this Right-of-Way (ROW), and Holder's successors, or assignees.
2. The holder shall comply with the regulations of the Department of the Interior and all other Federal, State, and municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant, whether explicitly mentioned herein or not. This authorization does not relieve the holder from securing any other permits, licenses, or other authorizations required by federal, state, or local law.
3. This amendment applies only to Bureau of Land Management (BLM) public lands. It is the Holder's responsibility to obtain appropriate authorization from the landowners of other affected lands.
4. In case of legal name changes, transfers/sales, or change of address the Holder shall notify the BLM Authorized Officer (AO) within 30 calendar days of any such change.
5. Any proposed transfer of any right or interest in the ROW shall be filed with the AO. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the AO.
6. This grant is subject to all valid existing rights.
7. There is reserved to the Secretary of the Interior, or his/her lawful delegate, the right to grant additional ROWs or permits for compatible uses on, over, under or adjacent to the land involved in the grant.

Notice to Proceed

8. If wildlife surveys for burrowing owls are conducted in lieu of seasonal avoidance, the Holder must submit the required information outlined in the Wildlife stipulations below to the BLM prior to the AO issuing the notice to proceed (NTP).

Construction Plans, Operations, and Maintenance

9. All design, material, and construction; and operation, maintenance, and termination practices shall be in accordance with safe and proven engineering practices.
10. The Holder shall construct, operate, and maintain the facilities, improvements, and structures within this ROW amendment in conformity with the application dated April 2023. Any relocation, construction, or other use that is not explicitly authorized by the ROW amendment shall not be initiated without the prior written approval of the AO. An amendment may be necessary before any work may begin. Noncompliance with the above will be grounds for an immediate temporary suspension of activities if it constitutes a threat to public health and safety or the environment.



11. The Holder must submit an amendment application for any substantial deviation to the ROW. Per 43 CFR 2881.5(b)(1)-(2) "*substantial deviation means a change in the authorized location or use which requires: (1) construction or use outside the boundaries of the right-of-way or TUP area; or (2) any change from, or modification of, the authorized use. Examples of substantial deviation include: adding equipment, overhead or underground lines, pipelines, structures, or other facilities not included in the original grant.*" Additional NEPA analysis may need to be conducted prior to the BLM's decision to permit any amendment to the previously approved grant.
12. If emergency repairs are necessary, holder shall notify the AO of such repairs on the next working day following commencement of said emergency repair operations.
13. Dust control measures will be implemented, as necessary.
14. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment.
15. Specific recommendations regarding surface and subsurface pipeline crossings of stream channels found in the BLM Moab Field Office Resource Management Plan and Record of Decision, Appendix O (Hydraulic Considerations for Pipelines Crossing Stream Channels), approved 2008, shall be implemented.
16. Construction holes left open overnight shall be covered. Covers shall be secured in place and shall be strong enough to prevent livestock or wildlife from falling through and into a hole.
17. All above ground facilities and any visible equipment will be painted a color selected from the latest national color charts that best allows the facility to blend into the background.
18. The Holder shall protect all survey monuments found within the ROW corridor. Survey monuments include, but are not limited to, General Land Office (GLO) and BLM Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable public and private civil survey monuments. In the event of the obliteration or disturbance of any survey monument, the Holder shall immediately report the incident in writing to the AO and the respective installing authority. Where GLO or BLM ROW monuments or references are obliterated during operations, the Holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments or references using the surveying procedures found within the latest edition of the Manual of Surveying Instructions for the Survey of the Public Lands in the United States. The Holder shall record the resulting survey at the appropriate county facility and send a copy to the AO. If any BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the Holder shall be responsible for all survey costs.
19. Access with motorized vehicles and equipment must be kept to existing or approved constructed routes. Cross-country and off-route travel is not permitted. All designated routes on BLM managed lands must remain accessible for public use.
20. The Holder shall conduct all activities associated with the construction, operation, and termination of the ROW within the authorized limits of the ROW.

21. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the Holder, regardless of fault. Upon failure of Holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting there from, the AO may take such measures as deemed necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the Holder. Such action by the AO shall not relieve the Holder of any liability or responsibility.

Cultural

22. This project area may be found to contain historic properties and/or resources protected under the National Historic Preservation Act (NHPA), American Indian Religious Freedom Act, Native American Graves Protection and Repatriation Act (NAGPRA), E.O. 13007, or other statutes and executive orders. The BLM will not approve any ground-disturbing activities that may affect any such properties or resources until it completes its obligations under applicable requirements of the NHPA and other authorities. The BLM may require modification to exploration or development proposals to protect such properties or disapprove any activity that is likely to result in adverse effects that cannot be successfully avoided, minimized, or mitigated.
23. Any cultural resource (historic or prehistoric site or object) or paleontological resource or Native American human remains, funerary item, sacred object, or objects of cultural patrimony discovered by the Holder, or any person working on their behalf, during the course of activities on Federal land, shall be immediately reported to the AO by telephone, with written confirmation. The Holder shall suspend all operations 100 meters within the discovery and appropriately protect the discovery until an evaluation has been made by the AO.
- a. If Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony are encountered during an undertaking involving BLM managed lands, the parties will comply with NAGPRA and its implementing regulations at 43 CFR Part 10, Subpart B.
 - b. For cultural resources other than Native American human remains, funerary item, sacred object, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow activities to proceed. The Holder is responsible for the cost of evaluation and mitigation. Any decision on treatment and/or mitigation will be made by the AO after consulting with the Holder. Operations may resume only upon written authorization to proceed from the AO.

Vegetation/Weeds

24. The Holder shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticide, and other similar substances) in all activities/operations under this grant. Pesticides shall be used only in accordance with their registered uses and within the limitations imposed by the Secretary of Interior. Prior to the use of pesticides, the Holder shall obtain from the AO written approval of a plan showing the type and quantity of material to used, pest(s) to be controlled, method of application, location of storage and

disposal of containers, and any other information deemed necessary by the AO. Pesticides shall not be permanently stored on public lands authorized for use under this grant. Applicator(s) shall hold a current applicator's license or be under the direct supervision of a licensed applicator.

25. The Holder shall be responsible for weed control on disturbed areas within the limits of the ROW. The Holder will consult with the AO for planning acceptable weed control measures on all noxious weed infestations within the limits of the ROW.
26. To reduce the likelihood of the introduction of noxious and invasive weed species via project-related vehicles and equipment into the area, all construction equipment and vehicles will be power-washed prior to the start of construction. Any vehicles traveling between the project location and outside areas will be power washed on a weekly basis.

Fire Prevention, Control, and Mitigation

27. The Holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on Federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The Holder or its contractors may be held liable for the cost of fire suppression, stabilization, and rehabilitation. In the event of a fire, personal safety will be the first priority of the Holder or its contractors. The Holder or its contractors will:
 - a. Operate all internal and external combustion engines on federally managed lands per 43 CFR 8343.1, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - b. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - c. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - d. Notify the Moab Interagency Fire Center (435) 259-1850 (or 911) immediately of the location and status of any escaped fire in the Moab Field Office.

Public Health and Safety/Environmental Protection

28. The Holder agrees to indemnify, defend, and hold the United States harmless from any costs, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from the past, present, and future acts or omissions of the United States, or its employees, agents, contractors or lessees, or any third-party, arising out of, or in connection with, the Holder's use, occupancy, or operation of the ROW. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the United States and its employees, agents, contractors, or lessees, or any third party, arising out of or in connection with the use and ROW which has already resulted or does hereafter result in: (1) Violations of Federal, State and local laws, and regulation that are now, or may in the future become, applicable to the real property; (2) judgments, claims, or demands of any kind incurred by the United States; (3) costs, expenses, or damages of any kind incurred by the United States; (4) other releases or threatened releases of solid or hazardous wastes and /or hazardous

substance(s), as defined by Federal or State environmental laws; off, on, into, or under land, property, and other interests of the United States; (5) other activities by which solids or hazardous substances or wastes, as defined by Federal and State environmental laws are generated, released, stored, used, or otherwise disposed on the ROW, and any cleanup response, remedial action, or other actions related in any manner to said solid or hazardous substances or wastes; (6) or natural resource damages as defined by Federal and State law.

Wildlife

29. No surface-disturbing activities will take place within 0.25 miles of known burrowing owl nests from March 1 through August 31. If construction activities must occur during seasonal avoidance, surveys will be conducted no more than 7-10 days prior to construction initiation. Surveys will be performed by a qualified wildlife biologist and a report of the survey results will be provided to the BLM. Construction cannot proceed without an NTP.
30. Construction activities that may occur within 0.25 miles of an occupied burrowing owl nest will not occur until post fledging (7-21 days after fledging depending on species). This may result in a temporary delay in work within the spatial buffer until post fledging inactivity has been documented.

Reclamation and Termination

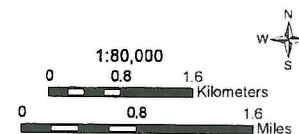
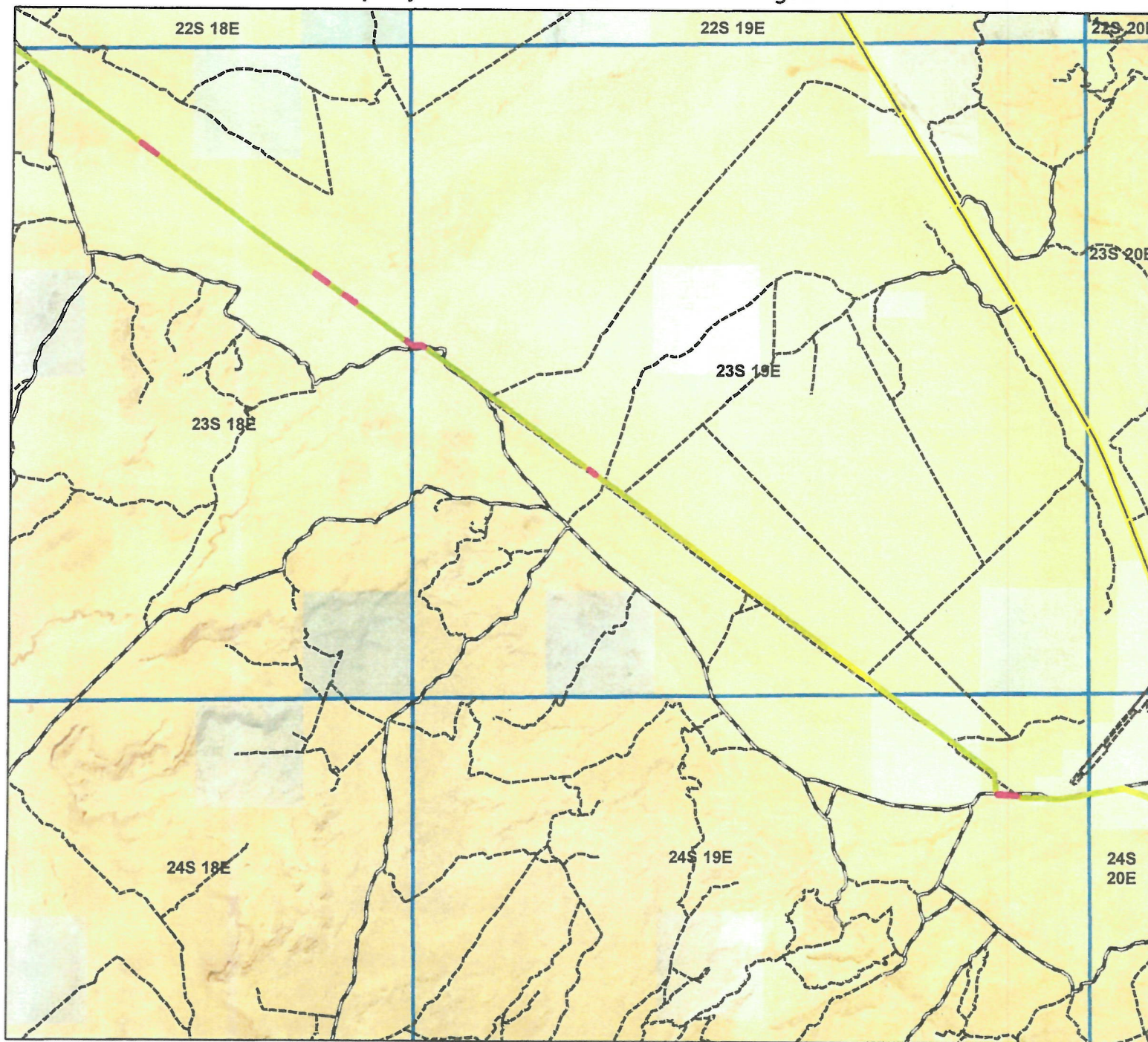
31. The Holder shall conduct interim reclamation on all disturbed areas not needed for ongoing operations as soon as practical following construction with species native to the region. Contact the BLM for appropriate seed mixtures for the project area.
32. Ninety days prior to expiration or relinquishment of the ROW, the Holder shall contact the AO to arrange a joint inspection of the ROW. This inspection will be held to agree to an acceptable termination (and rehabilitation) plan. This plan shall include, but is not limited to, removal of facilities, drainage structures, recontouring, topsoiling, and/or seeding. The AO must approve the plan in writing prior to the Holder's commencement of any termination activities.

UTU-95982 Questar Gas Company ROW Amendment for AC Mitigation

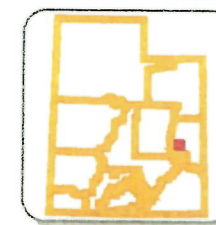
Bureau of Land Management
Moab Field Office



- Legend
- UTU-95982 ROW Corridor
 - UTU-95982 Proposed AC Mitigation
 - State and Federal Highways
 - B Roads (Maintained)
 - D Roads (Unmaintained)
 - Bureau of Land Management (BLM)
 - Private
 - State



Location Map
Utah BLM Field Office Boundaries



Date: 5/24/2023

No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

**United States Department of the Interior
Bureau of Land Management**

Receipt

MOAB FIELD OFFICE
82 EAST DOGWOOD
MOAB, UT 84532
Phone: (435) 259-2100

No: 5213372

Transaction #: 5361045	
Date of Transaction: 07/20/2023	
CUSTOMER:	
	QUESTAR GAS CO PO BOX 45360 SALT LAKE CITY,UT 84145-0360 US

LINE #	QTY	DESCRIPTION	REMARKS	UNIT PRICE	TOTAL
1	1.00	LANDS & REALTY MGMT - MLRS / RIGHTS OF WAY-COST RECOVERY / ROW MONITORING MLA CAT 1 CASES: UTUT105859339/\$146.00 PROJECT: LVMCMONTUT00 RECEIPT REFERENCE: 2023043803 / M332022	ROW MONITORING MINERAL LEASING ACT OF 1920 CAT 1	- n/a -	146.00
TOTAL:					\$146.00

PAYMENT INFORMATION			
1	AMOUNT:	146.00	POSTMARKED: N/A
	TYPE:	CHECK	RECEIVED: 07/20/2023
	CHECK NO:	465	
	NAME:	QUESTAR GAS CO PO BOX 45360 SALT LAKE CITY UT 84145-0360 US	

REMARKS

NOTICE(S)	
Notice to Customers Presenting Checks:	When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries, please call the BLM office listed above.
Privacy Act:	A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from the Federal Register at: (https://www.federalregister.gov/articles/2003/02/04/03-2521/privacy-act-of-1974-as-amended-