

WHEN RECORDED MAIL TO:

Questar Gas Company
P.O. Box 45360, Right-of-Way
Salt Lake City, UT 84145-0360 **CB**

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ADAM GARDINER

RECORDER, SALT LAKE COUNTY, UTAH

QUESTAR GAS COMPANY

PO BOX 45360

SLC UT 84145-0360

BY: SAA, DEPUTY - WI 6 P.

Space above for County Recorder's use
Parcel I.D. 16-03-200-001-0000

SUPPLEMENTAL EASEMENT AGREEMENT

This Supplemental Easement Agreement (this “**Agreement**”) is entered into between THE UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah (“**Grantor**”) and **QUESTAR GAS COMPANY**, a Utah corporation, DBA Dominion Energy Utah (“**Grantee**”). Grantor and Grantee may be collectively referred to as the “**Parties**” or individually as a “**Party**”, all as governed by the context in which such words are used.

RECITALS

A. Grantee acquired a Right-of-Way and Easement (the “**Easement**”, as evidenced by the following recorded documents (collectively, the “**Grant**”): that that certain Right-of-way and Easement Grant dated July 11, 1957 and recorded February 25, 1992 as Entry No. 5203999, Book 6414, Pages 1485 -1489 in the Salt Lake County Recorder’s Office, State of Utah, and that certain Notice of Easement and Right-of Way 4421 signed August 6, 1993 and recorded August 9, 1993 as Entry No. 5574017, Book 6727, Pages 0314 -0315 in the Salt Lake County Recorder’s Office, State of Utah.

The Easement is 50.00 ft. wide crossing the Southwest corner of Grantor’s property which is located in the Northeast Corner of Section 3, T.1S., Range 1 East., Salt Lake Base and Meridian, in Salt Lake City, Salt Lake County, Utah. Said Easement crosses into Grantor’s property starting on the west boundary and exits the property on the south boundary.

B. Grantee currently owns and operates a 20” high-pressure natural gas pipeline and related facilities within the Easement (collectively, the “**Facilities**”).

C. Grantor desires to construct those certain Improvements (defined below in this Agreement) on a parcel of property in Salt Lake City, Utah owned by Grantor more particularly described as follows (the “**Property**”):

Beginning at the East Quarter Corner of Section 3, T.1 S., R.1 E., S.L.B.& M.; and running thence West 2,640.00 feet; thence North 0°02' West 2,640.00 feet; thence East 1,320.00 feet; thence South 0°02' East 1,342.44 feet; thence East

1,320.00 feet; thence South 0°02' East 1,297.56 feet to the point of beginning.
Less the existing street.

Containing 119.06 acres more or less.

D. The Property is encumbered by a portion of the Easement.

E. The Parties desire to cooperate to ensure that the construction of such Improvements within the Easement will not conflict with Grantee's rights under the Grant.

F. Grantee agrees to allow Grantor to construct the Improvement(s) within the Easement subject to and in accordance with the terms of this Agreement, provided that nothing in this Agreement shall be construed as Grantee's waiver, acquiescence, permission or authorization for Grantor to construct future improvements or encroachments inconsistent with the terms of the Grant or this Agreement without Grantee's prior written consent .

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follow:

1. Incorporation of Recitals. The above Recitals are incorporated in the terms of this Agreement by this reference.

2. Permitted Encroachments. Grantor is permitted to construct additional parking stalls, concrete walkways, grass and other low-growing landscape (collectively referred to herein as the "**Improvements**") over and across Grantee's Facilities within the Easement on the Property as shown on the drawing attached hereto as Exhibit "A," and incorporated by this reference. Grantee gives written consent for Grantor to construct the Improvements pursuant to the terms of this Agreement. Grantor and Grantee acknowledge that this Agreement does not contemplate the relocation or alteration of any of Grantee's Facilities.

3. Heavy Equipment Crossing. During construction activities, Grantor shall maintain a minimum 5.00 feet of soil cover over all locations within the Easement used for passenger vehicle loads. Grantor agrees to install an air-gap bridge for all heavy equipment surcharge loads (e.g. haul trucks, mobile cranes, and concrete trucks) crossing the Easement during construction activities.

4. Soil Compaction. Grantor agrees that heavy compaction and vibrating is not allowed within the Easement and light compaction methods shall be required to prepare subgrade material within the Easement.

5. Stockpiling Material. Grantor shall not use or allow the Easement to be used for soil stockpiling, or construction materials storage during any construction activities.

6. Pipeline Cover. Except for during construction activities described in paragraph 3 above, Grantor shall maintain the following soil cover within the Easement: (a) for all paved areas a minimum 3.0 feet of soil cover and 3 inches of asphalt; (b) for all unpaved areas a minimum of 3.0 feet and maximum 6.0 feet of soil cover.

7. Compliance. Grantor acknowledges and agrees that all maintenance and construction activities, performed or authorized by Grantor within Grantee's Easement, including but not limited to excavating, surveying, leveling, grading, installing, placing, removing, reclaiming, recontouring, and constructing any Improvements, are to be completed in accordance with any and all applicable industry practices or federal and state laws and regulations. Grantor shall assume sole responsibility to ensure compliance with all applicable laws and regulations in connection with its maintenance and construction activities.

8. Relocation of Facilities. Grantor acknowledges and agrees that in the event Grantee has the need to relocate, reconstruct, or modify its Facilities, that Grantee will provide Grantor with not less than twenty (20) business days' prior written notice to remove the Improvements reasonably necessary to enable Grantee perform such work, at Grantor's sole cost and expense.

9. Emergency Access to Facilities. In an emergency, Grantee shall have the right to remove Grantor's Improvements without notice and without any liability of any kind to Grantor. Grantor agrees to pay any and all of Grantee's reasonable expenses arising from or caused by the removal of Grantor's Improvements. Such payment shall be made by Grantor to Grantee no later than sixty (60) days after receipt of invoice. Any subsequent replacement or reconstruction of the Improvements, permission for which shall not be unreasonably withheld or delayed by Grantee, shall be at Grantor's sole cost and expense.

10. Prohibited Encroachments. Unless expressly provided for in this Agreement, Grantor shall not:

- a. build or construct, nor permit to be built or constructed, within the Easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities; or
- b. plant, or permit to be planted, within the Easement, any deep rooted trees, or any vegetation with roots that may damage the Facilities; or
- c. place personal property within the Easement that unreasonably interferes with maintenance or operation of the Facilities.

11. Blue Stakes Notices. As required by law, Grantor shall notify Utah Blue Stakes at least 48 hours prior to starting any ground disturbance or construction activities within the Easement area.

12. Existing Rights. Grantor acknowledges and agrees that Grantee maintains all rights under the original Grant. Any and all work conducted by Grantee on the Easement shall be conducted in such a manner as to avoid, to the greatest extent reasonably possible, interfering with Grantor's operation on the Property. Additionally subsequent to any work by Grantee on the

Property, Grantee shall return the Property to a condition as near as practicable, the condition as existed prior to such work.

13. Inspection. Grantee, at its sole discretion, may have qualified inspector(s) on site during construction activities in or near the Easement. In the event that Grantee's inspector(s) determine that there is a threat of imminent danger to any of Grantee's Facilities, Grantee's inspector(s) may suspend Grantor's construction activities, and Grantor agrees to defer to the judgment of Grantee's inspectors in such circumstances. Grantor and Grantee agree to cooperate and attempt to promptly resolve any such conflicts, so as to limit interference with or delay of the construction activities. Grantor shall designate representatives to coordinate daily with Grantee's inspector(s).

14. Miscellaneous. Subject to the provisions of Section 15 hereof, Grantor shall defend, indemnify, and hold Grantee harmless from and against any and all liability, damages, losses, costs, and expenses, including without limitation reasonable attorney fees, on account of injury or damage to persons or property, including without limitation employees or agents of Grantor and its subcontractors at any tier, arising in connection with the Improvements or the performance by Grantor of its obligations under this Agreement, unless due solely to Grantee's gross negligence or willful misconduct.

15. Grantor a Governmental Entity. The Parties acknowledge that Grantor is a governmental entity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to -904, as amended (the "collectively, the "Grant""). Nothing in this Agreement shall be construed as a waiver by Grantor of any protections, rights, or defenses applicable to Grantor under the Act, including without limitation, the provisions of section 63G-7-604 regarding limitation of judgments. It is not the intent of Grantor to incur by contract any liability for the operations, acts, or omissions of Grantee or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary herein, the obligations of Grantor contained in Section 14 of this Agreement to defend, indemnify, and hold Grantee harmless are subject to the Act, are limited to the amounts established in section 63G-7-604 of the Act, and are further limited only to claims that arise from the negligent acts or omissions of Grantee. Nevertheless, Grantee acknowledges that its obligations under this Agreement are contractual pursuant to Utah Code Ann. § 63G-7-301(1).

16. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee without consent of Grantor.

It is hereby understood that any parties securing this Agreement on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signatures and Acknowledgements on Following Page]

WITNESS the execution hereof this 28th day of June, 2018.

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

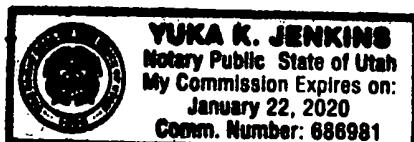
Joseph D. Kessler
By: Joseph D. Kessler
Its: Authorized Representative

THE UNIVERSITY OF UTAH

Fred Espin
By: Fred Espin
Its: Vice Pres for Inst. Adv.

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.
)

On the 28th day of June, 2018, personally appeared before me
Joseph D. Kesler, who being duly sworn, did say that he/she is an
Authorized Representative for QUESTAR GAS COMPANY, and that the foregoing
instrument was signed on behalf of said corporation by authority of a resolution of its Board
of Directors.



Yukka Jenkins
Notary Public

STATE OF UTAH)
COUNTY OF Salt Lake) ss.
)

On the 26 day of June, 2018, personally appeared before me
Fred Esplin, the signer(s) of the foregoing
instrument, who duly acknowledged to me that he/she/they executed the same.

Ann Holbrook
Notary Public

