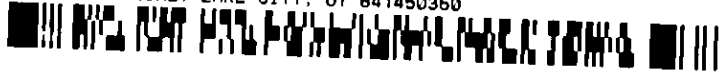


WHEN RECORDED MAIL TO:

Questar Gas Company, dba Dominion Energy Utah
P.O. Box 45360, Right of Way
Salt Lake City, UT 84145
CentralValleyWater.41519.Access.ah

14101312 B: 11416 P: 8280 Total Pages: 9
05/03/2023 01:03 PM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: QUESTAR GAS COMPANY
PO BOX 45360 SALT LAKE CITY, UT 841450360



Space above for County Recorder's use
PARCEL I.D.#15262520010000

ACCESS EASEMENT AGREEMENT

41519

THIS ACCESS EASEMENT AGREEMENT ("**Agreement**") is made effective as of May 1st, 2023 ("**Effective Date**"), by and between CENTRAL VALLEY WATER RECLAMTION FACILITY, a Utah interlocal entity ("**Grantor**"), and QUESTAR GAS COMPANY, dba Dominion Energy Utah, a Utah corporation ("**Grantee**"). Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Grantor owns that certain parcel of real property located in Salt Lake County, State of Utah ("**Grantor Parcel**"), as more particularly described on the attached **Exhibit A**.

B. The Parties entered that certain Natural Gas Facilities Agreement dated December 30, 2021 and amended in March 2022 ("**Natural Gas Agreement**"). In the Natural Gas Agreement, Grantee agreed to extend its natural gas system and provide natural gas service to the Grantor Parcel.

C. In furtherance of the Natural Gas Agreement, Grantor and Grantee desire to create the access easement as described herein.

D. In addition, the Parties will execute and record a "Right-of-Way and Easement Grant" that will be recorded contemporaneously with this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Access Easement. Grantor hereby grants and conveys against all those claiming by, through or under Grantor to Grantee a perpetual, non-exclusive easement and right-of-way for vehicular and pedestrian ingress and egress on, over and across a portion of the Grantor Parcel for the purpose of accessing the separately recorded Right-of-Way and Easement Grant ("**Access Easement**") as shown on the attached **Exhibit B** ("**Easement Area**").

2. Reservation of Use of Easement Area. Grantor reserves the right to access, use, cross and recross, enjoy, and grant other entities access to the Easement Area provided such use does not unreasonably interfere with Grantee's rights granted under this Agreement.

3. Compliance with Law; Mechanics' Liens. The Parties shall comply with all applicable laws in their use of the Easement Area. Grantee will at all times keep the Easement Area free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee's access and use and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Access Easement and/or the Grantor Parcel pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantees' contractors. In the event any mechanics' lien or similar lien is recorded against the Easement Area or Grantor Parcel on account of any act by or on behalf of Grantee, Grantee will, within 30 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Area or the Grantor Parcel.

4. Runs With the Land. Each of the easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Grantor Parcel at any time or from time to time to the extent such portion is affected or bound by the Access Easement or right in question, or to the extent the Access Easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

5. Right to Relocate. Grantor reserves the right to relocate the Easement Area, at Grantor's sole expense, and provided that Grantee's access is not unreasonably affected by such relocation.

6. Indemnification. Grantee agrees to indemnify and hold harmless Grantor and its Board, agents, employees, and contractors from and against all claims, demands, suits, costs, expenses, liabilities, fines, penalties, losses, damages and injury to person, property or otherwise, including, without limitation, direct, indirect and consequential damages, court costs and reasonable attorney's fees, arising from or in any respect related to any exercise of or use of the Easement Area by Grantee, and their employees, agents, contractors, guests and invitees, except when such injury, loss or damage is caused by the willful misconduct of Grantor.

7. Termination. If the Right-of-Way and Easement Grant described above terminates, then this Access Easement shall automatically terminate.

8. General Provisions.

(a) Not a Public Dedication; Dedication to County. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) Representation of Ownership. Grantor represents and warrants that it holds fee simple title to the Easement Area and has the authority to enter into this Agreement and perform under this Agreement.

(c) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(d) Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

(e) Further Assurances. The Parties, from time to time, will execute, acknowledge, subscribe and deliver to or at the request of the other Party such documents and further assurances as may be reasonably required for the purpose of evidencing, preserving or confirming the agreements contained herein.

(f) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(g) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

(h) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(i) Third-Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement will be made or effective unless and until such modification is executed by the Parties, or their successors or assigns.

(k) Entire Agreement. This Agreement, along with the separate Right-of-Way and Easement Grant (collectively, the "**Natural Gas Easements**"), constitute the sole agreement between the Parties and supersede any and all other agreements, whether oral or written, with respect to the obligations identified in the Natural Gas Easements. The Parties acknowledge that no representations, inducements, promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied in the Natural Gas Easements; and that no other agreement, statement, or promise not contained in the Natural Gas Easements regarding the provisions therein will be valid or binding.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah.

(m) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the day and year first above written.

GRANTOR:

CENTRAL VALLEY WATER RECLAMATION FACILITY, a Utah interlocal entity

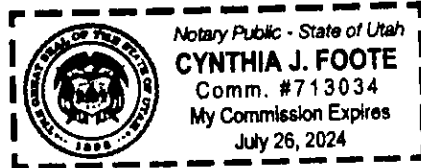
By: Phil Heck
Name: Phil Heck, Ph.D., P.E.
Title: General Manager

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

The foregoing instrument was acknowledged to me this 14th day of May, 2023, by Phil Heck as General Manager of Central Valley Water Reclamation Facility.

Cynthia Foote
NOTARY PUBLIC
Residing at: Salt Lake County

My commission expires:
7-26-2024



GRANTEE:

QUESTAR GAS COMPANY, dba Dominion Energy Utah, a Utah corporation

By: Alex Howard
Print Name: Alex Howard
Title: Land Agent

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

The foregoing instrument was acknowledged to me this 2nd day of May, 2023, by Alex Howard as authorized representative of Questar Gas Company, dba Dominion Energy Utah, a Utah corporation.

[Signature]
NOTARY PUBLIC
Residing at: SALT LAKE



**EXHIBIT A TO ACCESS EASEMENT AGREEMENT
GRANTOR PARCEL**

Parcel 15-26-252-001-0000

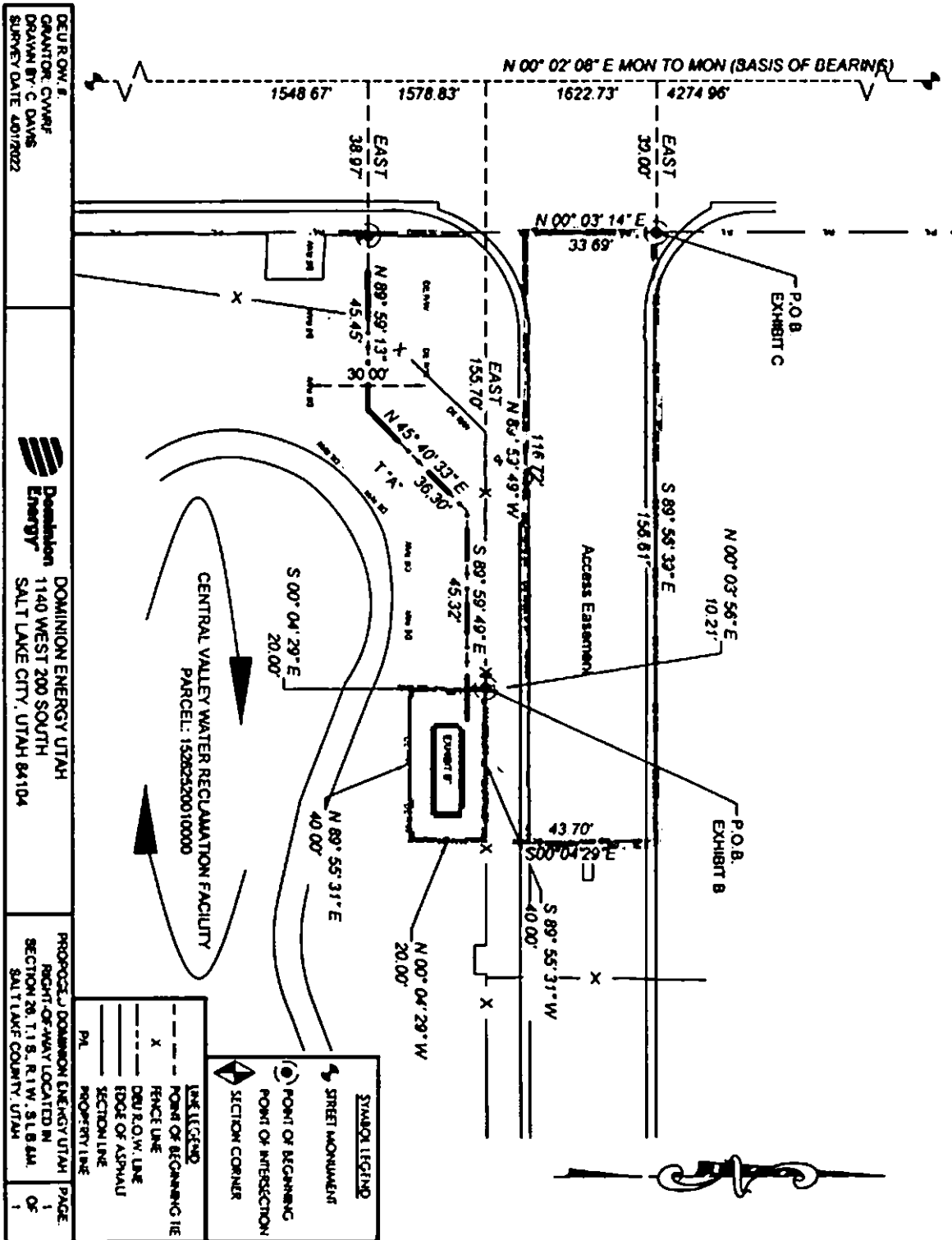
COM 1104.68 FT S & 1775.46 FT W FR NE COR SEC 26, T 1S, R 1W, SL MER, S 0°03'14" W
2078.58 FT; S 89°50' E 179.5 FT; S 1°57' E 1062.87 FT; S 89°43'47" E 508.52 FT; N 86°50'27"
E 195.77 FT M OR L; N 0°18' E 1618.53 FT; W 283.1 FT N 0°10' E 1440.79 FT; N 83°16' W
651.84 FT TO BEG. 51.61 AC.

**EXHIBIT B TO ACCESS EASEMENT AGREEMENT
ACCESS EASEMENT**

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 900 W. SAID POINT BEING LOCATED NORTH 00°02'08" EAST; 1622.73 FEET ALONG THE STREET MONUMENT LINE AND EAST 39.00 FEET; FROM A FOUND SALT LAKE COUNTY STREET MONUMENT LOCATED AT (3265 S. 900 W.) THENCE SOUTH 89°56'39" EAST; 156.61 FEET; THENCE SOUTH 0°04'29" EAST; 43.70 FEET; THENCE SOUTH 89°55'31" WEST; 40.00 FEET ALONG A FENCE LINE AND THE NORTH LINE OF PROPOSED EASEMENT 'C'; THENCE NORTH 0°03'56" EAST; 10.21 FEET; THENCE NORTH 89°59'49" WEST; 116.72 FEET, THENCE NORTH 00°03'14 EAST; 33.69 FEET ALONG EAST RIGHT-OF-WAY LINE OF 900 W. AND TO THE POINT OF BEGINING.

CONTAINS 5674 SQ FEET; 0.13 ACRES.



DEU ROW #
 GRANITOR CVMWP
 DRAWN BY: C DAVIS
 SURVEY DATE 4/01/2022

DOMINION ENERGY UTAH
 1140 WEST 200 SOUTH
 SALT LAKE CITY, UTAH 84104

PROJECT: DOMINION ENERGY UTAH
 RIGHT-OF-WAY LOCATED IN
 SECTION 26 T1S, R1W, S1B 4M,
 SALT LAKE COUNTY, UTAH

SYMBOL LEGEND	POINT OF BEGINNING
STREET MONUMENT	POINT OF INTERSECTION
POINT OF BEGINNING	SECTION CORNER
LINK LEGEND	
--- POINT OF BEGINNING BE	
-X- FENCE LINE	
--- DEU R.O.W. LINE	
--- EDGE OF ASPHALT	
--- SECTION LINE	
--- PROPERTY LINE	