

RESOLUTION NO. \_\_\_\_\_

ADOPTED: \_\_\_\_\_, 2024

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE, SALE, AND EARNEST MONEY AGREEMENT AND A RIGHT-OF-WAY AND EASEMENT GRANT WITH QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH

#### RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 1015 West Meadowbrook Expressway (Parcel No. 15-35-400-007-6001) in South Millcreek, Utah (the “County Property”).

B. Questar Gas Company dba Dominion Energy Utah (“Questar”) would like to acquire a portion of the County Property in fee (the “Station Property”) to install and construct a lift station and related facilities for the distribution of natural gas.

C. Questar would also like to acquire an access easement across an adjacent portion of the County Property to access the Station Property and install underground gas pipelines and related facilities (the “Easement”).

D. Questar has offered to purchase the Station Property and the Easement for \$200,000.00, which has been reviewed and approved by Salt Lake County Real Estate Division as a fair market value for this transaction.

E. The County and Questar have prepared a Purchase, Sale, and Earnest Money Agreement (the “Agreement”) wherein the County agrees to sell the Station Property and the Easement to Questar.

F. It has been determined that the best interests of the County and the general public will be served by selling the Station Property and the Easement to Questar as provided in the terms and conditions of the Agreement attached hereto as Exhibit 1. The execution of the Agreement and related documents will be in compliance with all applicable state statutes and

county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the real property constituting the Station Property is hereby declared available for disposal.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the attached Agreement is accepted and approved, and the Mayor is authorized to execute the Agreement on behalf of Salt Lake County.

IT IS FURTHER RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized to execute the Special Warranty Deed and Right-of-Way and Easement Grant attached to the Agreement and to deliver the fully executed document to the County Real Estate Section for to Questar upon receipt of the agreed upon purchase price at Closing.

APPROVED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SALT LAKE COUNTY COUNCIL

By: \_\_\_\_\_  
Laurie Stringham, Chair

ATTEST:

\_\_\_\_\_  
Lannie Chapman  
Salt Lake County Clerk

Council Member Alvord voting \_\_\_\_\_  
Council Member Bradley voting \_\_\_\_\_  
Council Member Bradshaw voting \_\_\_\_\_  
Council Member Granato voting \_\_\_\_\_  
Council Member Harrison voting \_\_\_\_\_  
Council Member Stewart voting \_\_\_\_\_  
Council Member Stringham voting \_\_\_\_\_  
Council Member Theodore voting \_\_\_\_\_  
Council Member Winder Newton voting \_\_\_\_\_

REVIEWED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

**Exhibit 1**  
Purchase, Sale, and Earnest Money Agreement

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## PURCHASE, SALE, AND EARNEST MONEY AGREEMENT

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THIS PURCHASE, SALE, AND EARNEST MONEY AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date"), by and between SALT LAKE COUNTY ("Seller") and QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a Utah corporation ("Buyer").

### RECITALS

A. Seller is the owner of certain real property located at approximately 1015 West Meadowbrook Expressway, Millcreek, Utah identified as Parcel No. 15-35-400-007 ("Seller's Property").

B. Pursuant to the terms of this Agreement, Buyer desires to purchase from Seller: (i) a portion of Seller's Property in fee, in the location identified on the drawing attached hereto as Exhibit A and subject to final survey, and incorporated by this reference ("Station Property") and (ii) an access easement in the location identified in Exhibit B, subject to final survey, attached hereto and incorporated by this reference (the "Access Easement"). Collectively, the Station Property and the Access Easement are referred to herein as the "Property."

C. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Station Property and the Access Easement upon the covenants, terms, conditions, and provisions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, representations, and warranties set forth below, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. DEFINITIONS. The following terms shall have the following meanings when used in this Agreement:

1.1. Access Easement – defined in recital B.

1.2. Agreement – This Purchase, Sale, and Earnest Money Agreement, including all exhibits attached hereto.

1.3. Business Day – A day other than a Saturday, Sunday or day on which banking institutions in Utah are authorized or required by law or executive order to be closed.

1.4. Buyer – Defined in the first introductory paragraph of this Agreement.

1.5. Cash – United States currency represented by certified or cashier's check,

wire transfer or other readily available funds.

1.6. Closing – The closing and consummation of the Purchase and Sale Transaction, as evidenced by the delivery of all required funds and the recording of the Deed.

1.7. Closing Date – on or before March 29, 2024.

1.8. Earnest Money – Defined in Section 3.2.

1.9. Effective Date – Defined in the first paragraph of this Agreement.

1.10. Purchase and Sale Transaction – The purchase of the Property by Buyer, and the sale of all of the Property by Seller, all as contemplated by this Agreement.

1.11. Purchase Price – Defined in Section 3.1.

1.12. Seller – Defined in the first paragraph of this Agreement.

1.13. Seller's Property – Defined in Recital A.

1.14. Station Property – Defined in Recital B.

1.15. Title Agent – US Title, 12198 South State Street, Suite 1, Draper, UT 84020

1.16. Special Warranty Deed – Defined in Section 5.2.1.

2. PURCHASE AGREEMENT. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase, the Station Property and the Access Easement in accordance with, and subject to, the terms, conditions, and provisions fully set forth in this Agreement and the relevant referenced or attached conveyance documents.

3. PURCHASE PRICE.

3.1. Total Purchase Price. The purchase price and consideration (the “Purchase Price”) to be paid for the purchase of the Station Property and Access Easement shall be TWO HUNDRED THOUSAND DOLLARS (\$200,000.00).

3.2. Earnest Money. Upon execution of this Agreement by all parties, Buyer agrees to pay Seller FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) as earnest money and part payment of the Purchase Price (“Earnest Money”). The Earnest Money shall be applicable to the Purchase Price at Closing.

3.3. Cancellation. Buyer's obligations under this Agreement are subject to (i) Buyer obtaining any necessary federal, state, city and/or county permits and approvals necessary to use the Station Property for natural gas facilities including but not limited to a natural gas regulator station facility and (ii) Seller's ability to furnish good and marketable title, free and clear of all liens and encumbrances. In the event Buyer is unable to satisfy the above conditions prior

to Closing, Buyer must cancel this Agreement and Seller must refund the Earnest Money.

4. PRE-CLOSING OBLIGATIONS.

4.1. Reasonable Access. After reasonable notice, Seller agrees to provide Buyer with reasonable access to any portion of the Seller's Property which is reasonably necessary prior to Closing to conduct surveys, studies, analyses, or obtain other information to plan for, or obtain approvals to subdivide or construct Buyer's facilities.

4.2. Reasonable Cooperation. Seller agrees to provide any affidavits, consents, or approvals needed by Buyer to obtain approvals from any government entity.

5. CLOSING.

5.1. Time and Place. The Closing for the Purchase and Sale Transaction shall take place in the offices of the Title Agent on the Closing Date.

5.2. Contingency. The Station Property is currently encumbered by an easement, recorded as Entry No. 3845035 in the Salt Lake County Recorder's Office, granting Taylorsville-Bennion Improvement District (the "District") the right to maintain a sewage pump station and appurtenant structures (the "Sewer Pump Station"). The District is in the process of relocating and removing the Sewer Pump Station and has agreed to sign and record a Release of Easement releasing the District's easement encumbering the Station Property. It is an express condition of Closing that Seller produce evidence demonstrating that the District has removed the Pump Station to the satisfaction of Seller and has signed and recorded the Release of Easement.

5.3. Seller's Closing Deliveries. At Closing, Seller shall deliver, or cause to be delivered, to Title Agent and Buyer, as applicable:

5.3.1. The Special Warranty Deed, fully executed in recordable form, in substantially the same form attached hereto as Exhibit C, and incorporated by this reference;

5.3.2. The Access Easement, fully executed in recordable form, in substantially the same form attached hereto as Exhibit D, and incorporated by this reference; and

5.3.3. Such other instruments and documents as may be reasonably requested by Buyer or Title Agent or reasonably necessary to effect or carry out the purposes of this Agreement (which instruments and documents shall be subject to Seller's prior approval thereof, which approval shall not be unreasonably withheld).

5.4. Buyer's Closing Deliveries. At Closing, Buyer shall deliver to Title Agent:

5.4.1. The Purchase Price, less the Earnest Money;

5.4.2. Such other funds, instruments and documents as may be reasonably requested by Seller or Title Agent, or reasonably necessary to effect or carry out the purposes of this Agreement (which funds, instruments and documents shall be subject to Buyer's prior

approval thereof, which approval shall not be unreasonably withheld).

5.5. Prorations and Closing Costs.

5.5.1. Unless expressly set forth in this Agreement, each party must bear its own costs (including attorneys' fees) in connection with its negotiation, due diligence investigation and conduct of the Purchase and Sale Transaction. Any and all documentary stamp taxes, surtaxes, or transfer fees or taxes shall be paid by Buyer. Recording fees, escrow fees and other customary closing costs shall be paid by Buyer.

5.5.2. All real property taxes and assessments accrued for 2023 or prior years shall be paid by Seller. All real property taxes and assessments accrued for 2024 shall be prorated between Buyer and Seller.

5.6. Possession. Buyer shall be entitled to possession of the Property upon Closing.

6. BROKER'S COMMISSION. Seller represents and warrants that it has not dealt with any broker or finder in connection with this Agreement or the Purchase and Sale Transaction. Buyer shall be responsible to pay for any fees or commissions paid to Buyer's agent or finder.

7. AUTHORITY OF SIGNERS. The persons executing this contract on behalf of Buyer each warrant his or her authority to do so and to bind Buyer. Seller is a body corporate and politic of the State of Utah. The signature of the Salt Lake County Mayor, pursuant to a resolution of the Salt Lake County Council, is required in order to bind Seller. In the event this Agreement is first executed by an authorized representative of the Salt Lake County Real Estate Division, this Agreement is subject to ratification by the County Mayor and County Council.

8. NOTICES. Except as otherwise required by law, any notice, demand or request given in connection with the Purchase and Sale Transaction and this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Seller or Buyer at the following addresses (or at such other address as Seller or Buyer or the person receiving copies may designate in writing given in accordance with this Section):

SELLER: SALT LAKE COUNTY  
ATTN: Derrick Sorensen, Salt Lake County Real Estate Manager  
2001 South State Street, Suite S3-110  
Salt Lake City, Utah 84190

BUYER: Questar Gas Company  
Attn: \_\_\_\_\_  
P.O. Box 45360, Right-of-way  
Salt Lake City, Utah 84145-0360

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, on the date of delivery to the overnight courier service, if

such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused.

9. ADDITIONAL ACTS. The parties agree to promptly execute and deliver such other documents and perform such other acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

10. GRAMA. Buyer acknowledges that this Agreement and other documents are subject to public disclosure by Seller upon approval and ratification of this Agreement by the County Council pursuant to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101, *et seq.* If Buyer deems any documents or portions of documents to be proprietary and protected, Buyer must make those designations in accordance with GRAMA. Disclosure of any documents or portions of documents designated as proprietary by Buyer will be pursuant to GRAMA and at the sole discretion of Seller.

11. GOVERNING LAW; JURISDICTION. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the Property is located.

12. BUSINESS DAYS. If this Agreement requires any act to be done or action to be taken on a date which is not a Business Day, such act or action shall be deemed to have been validly done or taken if done or taken on the next succeeding Business Day.

13. WAIVER. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted hereunder, nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

14. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same document and agreement.

15. ENTIRE AGREEMENT/AMENDMENT. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein as of the date hereof, and supersedes all prior oral and written agreements, discussions and understandings of the parties hereto as to the matters set forth herein, and cannot be altered or amended except pursuant to an instrument in writing signed by both Buyer and Seller.

16. CONSTRUCTION. This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Seller and Buyer hereby waive the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that provides in effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose attorney) prepared the executed Agreement or any earlier draft of the same.

17. INTERPRETATION. If there is any specific and direct conflict between, or any



ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument or other agreement executed in connection herewith or in furtherance hereof, including any exhibits hereto, the same shall be consistently interpreted in such manner as to give effect to the general purposes and intentions as expressed in this Agreement, which shall be deemed to prevail and control.

18. HEADINGS. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

19. NO THIRD PARTY BENEFICIARY. No term or provision of this Agreement or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

20. SEVERABILITY. If any provision of this Agreement or any portion of any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of such provision, or any other provision hereof, as each provision of this Agreement shall be deemed severable from all other provisions hereof so long as removing the severed portion does not materially alter the overall intent of this Agreement.

21. ETHICAL STANDARDS. Buyer represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics Code, Chapter 2.07, Salt Lake County Code of Ordinances, 2001; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

22. CAMPAIGN CONTRIBUTIONS. Buyer acknowledges the prohibition of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances, 2001. Buyer also acknowledges and understand this prohibition means that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with Seller maybe prohibited from making certain campaign contributions to County candidates. Buyer further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this Agreement. Buyer represents, by executing this Agreement, that Buyer has not made or caused others to make any campaign contribution to any County candidate in violation of the above-referenced County ordinance.

23. TIME IS OF THE ESSENCE. With respect to all dates and time periods set forth in this Agreement, time is of the essence and such dates and time periods shall be strictly adhered to and enforced.

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date.

**SELLER:**

SALT LAKE COUNTY

**BUYER:**

QUESTAR GAS COMPANY  
dba Dominion Energy Utah

Exhibit Only, Do Not Sign

By:

Its: Mayor or Designee

  
By: MICHAEL E. GIL

Its: DIRECTOR-ENGINEERING

REVIEWED AS TO FORM AND LEGALITY:



Digitally signed by R.  
Christopher Preston  
Date: 2024.01.11 10:20:26 -07'00'

R. Christopher Preston  
Deputy District Attorney

EXHIBIT A

(Drawing showing Station Property)

**SURVEYOR'S CERTIFICATE**

I, NATHAN G. CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 10175991, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY I HAVE COMPILED AN ACCURATE MAP OF THE LAND TO BE TRUE AND CORRECT BASED ON DATA COLLECTED, AND SURVEY MADE HEREON.

*Nathan Christensen*  
NATHAN CHRISTENSEN  
PLS 10175991

2023-02-15  
DATE OF SURVEY



**LEGAL DESCRIPTION**

BEGINNING AT A POINT WHICH IS ON THE SOUTHERLY ROW LINE OF 3900 SOUTH, SAID POINT BEING SOUTH 0°15'00" EAST 1021.19 FEET, AND NORTH 89°50'10" EAST 3074.47 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°19'33" WEST, 101.37 FEET; THENCE SOUTH 77°07'34" WEST, 122.32 FEET, TO A POINT ON A FENCE LINE; THENCE ALONG SAID FENCE LINE NORTH 1°19'52" WEST, 99.26 FEET, TO THE SAID SOUTHERLY ROW LINE; THENCE EASTERLY ALONG SAID ROW LINE, AND A NON-TANGENT CURVE TO THE RIGHT, HAVING RADIUS OF 1,014.86 FEET, (CHORD BEARS NORTH 76°26'30" EAST 125.35 FEET), THROUGH A CENTRAL ANGLE OF 3°56'50", FOR AN ARC DISTANCE OF 125.37 FEET, TO THE POINT OF BEGINNING, CONTAINING 12,203 SQUARE FEET, OR 0.280 ACRES, MORE OR LESS.

**SURVEY NARRATIVE:**

THE PURPOSE OF THIS SURVEY IS LOCATE THE SUBJECT PROPERTY AND PROVIDE A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED IN FEBRUARY OF 2023.

SUBJECT PROPERTY ADDRESS: 3935 SOUTH 945 WEST, TAYLORSVILLE CITY, UTAH

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 07°15'00" EAST 2650.70 FEET, MEASURED BETWEEN THE FOUND WEST QUARTER CORNER AND THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MEASURED USING THE AGRIC'S "TURN/YRS" NETWORK, UTAH STATE PLANE CENTRAL ZONE, NAD83, MODIFIED TO GROUND DISTANCES.

THE BENCHMARK FOR THIS SURVEY IS A SURVEY MARKER, ON THE SOUTHERLY CURB OF 3900 SOUTH, THE MEASURED ELEVATION IS 4249.54' FEET, NAVD83.

BURIED UTILITIES AND/OR PIPE LINES ARE SHOWN PER VISIBLE SURFACE EVIDENCE. IF ANY UNDERGROUND UTILITY LOCATIONS ARE REQUIRED THEY WILL HAVE TO BE VERIFIED BY FIELD POT HOLEING THE UTILITIES, TALISMAN AND THE SURVEYOR OF RECORD SHALL NOT BE LIABLE FOR THE LOCATION OR THE FAILURE TO NOTE THE LOCATION OF NON-VISIBLE UTILITIES.

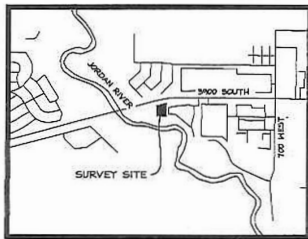
**REFERENCED DOCUMENTS**

QUIT CLAIM DEED - SALT LAKE COUNTY, 01/14/2019, ENTRY 12918456, BOOK:101745, PAGE:6350-6351, AS RECORDER IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

TAX DEED - SALT LAKE COUNTY, 07/18/2014, ENTRY 11803734, BOOK:110246, PAGE:6063, AS RECORDER IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

ALTA/ACSM LAND TITLE SURVEY, BUSH AND GUDGELL, 5-04-07, 52007-07-0572, AS RECORDER IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR.

ARP, SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, 9-23-05, AS RECORDER IN THE OFFICE OF THE SALT LAKE COUNTY SURVEYOR.



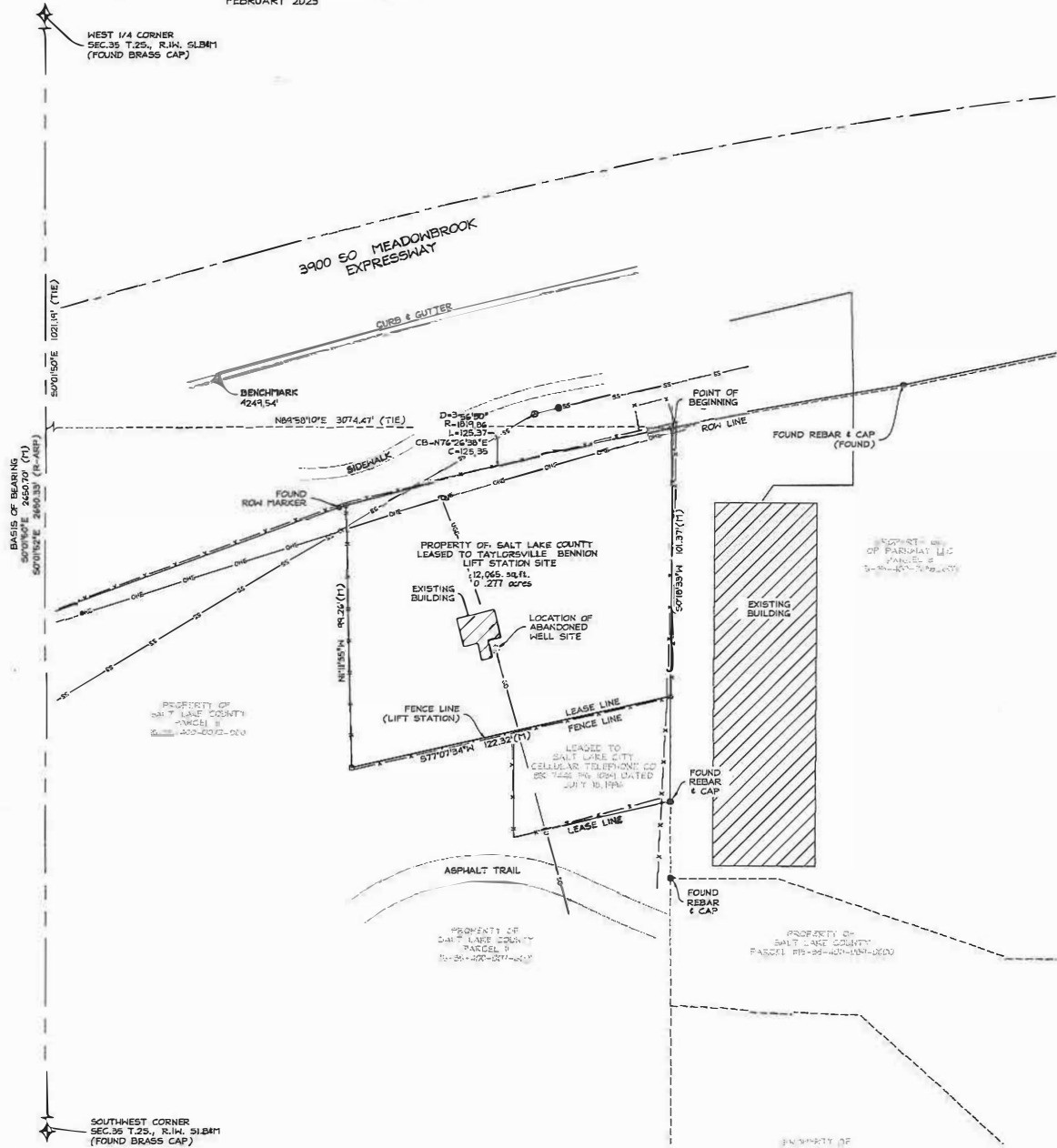
VICINITY MAP  
N.T.S.

**LEGEND**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>⊕ STREET FURNISHMENT</li> <li>● LOT CORNER FOUND (NOTED)</li> <li>○ LOT CORNER (SET, REBAR AND CAP STAMPED TALISMAN)</li> <li>⊠ ELECTRICAL METER</li> <li>⊠ GAS METER</li> <li>⊠ WATER METER</li> <li>⊠ IRRIGATION BOX</li> <li>⊠ TELEPHONE BOX</li> <li>⊠ CABLE TV BOX</li> <li>⊠ WELL</li> <li>(R) RECORD</li> <li>(M) MEASURED</li> <li>(CALC) CALCULATED</li> </ul> | <ul style="list-style-type: none"> <li>— BOUNDARY LINE</li> <li>- - - ADJACENT PARCEL BOUNDARY</li> <li>— CENTERLINE</li> <li>— RIGHT OF WAY LINE</li> <li>- - - BOUNDARY AGREEMENT LINE</li> <li>— FENCE</li> <li>▨ EXISTING BUILDING</li> <li>▨ EXISTING CONCRETE</li> <li>▨ EXISTING ASPHALT</li> </ul> |
|--|--|

**RECORD OF SURVEY**

SOUTHWEST 1/4 OF SECTION 35, T2S, R1W, S1B4M  
3945 SOUTH 3600 WEST, WEST VALLEY CITY, UTAH  
FEBRUARY 2023

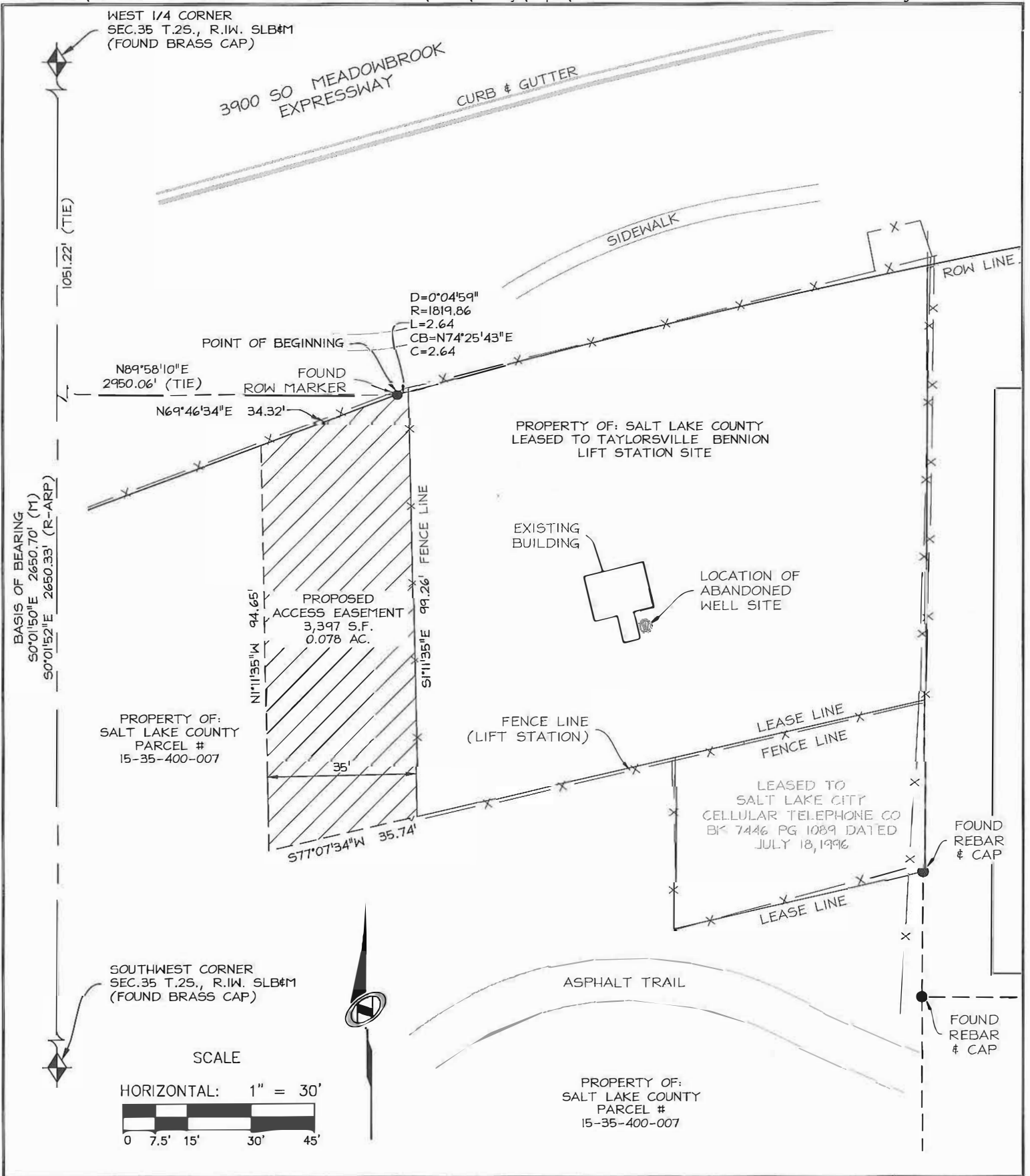


**RECORD OF SURVEY**  
 3935 S. 945 W., TAYLORSVILLE CITY, UTAH  
 SOUTHWEST 1/4 OF SEC. 35, T2S, R1W, S1B4M  
 DATE SUBMITTED: 2023-02-15  
 TCC JOB NUMBER: 23-05



EXHIBIT B

(Drawing showing Access Easement)



1588 SOUTH MAIN STREET  
SUITE 200  
SALT LAKE CITY, UT 84115  
801.743.1300

# ACCESS EASEMENT

3935 S. 945 W., TAYLORSVILLE CITY, UTAH  
SOUTHWEST 1/4 OF SEC. 35, T25, RIW, SLB#M

TCC JOB NO: 23-015

DATE: 2023-02-27

SHEET NUMBER

1 of 1

EXHIBIT C

(Special Warranty Deed Form)

WHEN RECORDED MAIL TO:

Questar Gas Company  
P.O. Box 45360, Right-of-Way  
Salt Lake City, UT 84145-0360  
WA0441.salt lake county.kjm

*Space above for County Recorder's use*  
PARCEL I.D.# 15-35-400-007

**SPECIAL WARRANTY DEED**

SALT LAKE COUNTY ("Grantor"), a body corporate and politic of the State of Utah, hereby conveys and warrants against all who claim by, through, or under the Grantor to QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH ("Grantee"), of Salt Lake City, Utah, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the following described tract of land in Salt Lake County, Utah, to wit:

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF LAND DISCLOSED IN THAT QUITCLAIM DEED RECORDED FEBRUARY 23, 1976, AS ENTRY No. 2787998, IN BOOK 4113, AT PAGE 218 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER. SAID PARCEL OF LAND IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE SOUTHERLY ROW LINE OF 3900 SOUTH STREET, SAID POINT BEING SOUTH 0°01'50" EAST 1021.19 FEET, AND NORTH 89°58'10" EAST 3074.47 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 0°18'33" WEST, 101.37 FEET; THENCE SOUTH 77°07'34" WEST, 122.32 FEET, TO A POINT ON A FENCE LINE; THENCE ALONG SAID FENCE LINE NORTH 1°11'35" WEST, 99.26 FEET, TO THE SAID SOUTHERLY R.O.W. LINE; THENCE EASTERLY ALONG SAID R.O.W. LINE, AND A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,819.86 FEET, (CHORD BEARS NORTH 76°26'38" EAST 125.35 FEET), THROUGH A CENTRAL ANGLE OF 3°56'50", FOR AN ARC DISTANCE OF 125.37 FEET, TO THE POINT OF BEGINNING.

CONTAINING 12,203 SQUARE FEET IN AREA, OR 0.280 ACRES, MORE OR LESS

**BASIS OF BEARING:** South 0°01'50" East along the Section Line between the West Quarter Corner and the Southwest Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

[Signatures On Following Page]



**IN WITNESS WHEREOF**, GRANTOR has caused this Special Warranty Deed to be signed and its official seal to be affixed hereto by its duly authorized officer this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

SALT LAKE COUNTY

By: Exhibit Only, Do Not Sign  
MAYOR or DESIGNEE

By: \_\_\_\_\_  
COUNTY CLERK

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

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

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ CLERK of Salt Lake County and that the foregoing instrument was signed by him/her on behalf of Salt Lake County, by authority of a resolution of the SALT LAKE COUNTY COUNCIL

**WITNESS** my hand and official stamp the date in this certificate first above written:

Notary Public \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

EXHIBIT D

(Access Easement Form)

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
WA0441.salt lake county.kjm

*Space above for County Recorder's use*  
PARCEL I.D.# 15-35-400-007

## **RIGHT-OF-WAY AND EASEMENT GRANT**

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SALT LAKE COUNTY, a body corporate and politic of the State of Utah, Grantor, does hereby convey and warrant to QUESTAR GAS COMPANY dba DOMINION ENERGY UTAH, a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called "Facilities") and to access Grantee's property (hereinafter called "Grantee's Property") located immediately adjacent to Grantor's property, said right-of-way being situated in the County of Salt Lake, State of Utah, as shown on Exhibit "A" attached hereto and by this reference made a part hereof and more particularly described as follows, to-wit:

A Right-of-Way and Easement Grant being part of an entire tract disclosed in that Quitclaim deed recorded February 23, 1976, as Entry No. 2787998, in Book 4113, at Page 218, in the Office of the Salt Lake County Recorder. Said Right-of-Way and Easement grant is located in Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and is described as follows:

BEGINNING AT A POINT ON THE SOUTHERLY R.O.W. LINE OF MEADOWBROOK EXPRESSWAY, SAID POINT BEING SOUTH 0°01'50" EAST 1051.22 FEET, AND NORTH 89°58'10" EAST 2950.06 FEET FROM THE WEST QUARTER CORNER OF SECTION 35, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY R.O.W., AND A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,819.86 FEET (CHORD BEARS NORTH 74°25'43" EAST 2.64 FEET), THROUGH A CENTRAL ANGLE OF 0°04'59", FOR AN ARC DISTANCE OF 2.64 FEET; THENCE ALONG A FENCE LINE SOUTH 1°11'35" EAST, 99.26 FEET; THENCE SOUTH 77°07'34" WEST, 35.74 FEET; THENCE NORTH 1°11'35" WEST, 94.65 FEET TO A POINT ON THE SOUTHERLY R.O.W. LINE OF MEADOWBROOK EXPRESSWAY; THENCE ALONG SAID SOUTHERLY R.O.W. NORTH 69°46'34" EAST, 34.32 FEET, TO THE POINT OF BEGINNING.

CONTAINING 3,397 SQUARE FEET IN AREA, OR 0.078 ACRE MORE OR LESS

**BASIS OF BEARING:** South 0°01'50" East along the Section Line between the West Quarter Corner and the Southwest Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

Grantee's Property is also shown on Exhibit A.

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress to and from said right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace the same. This right-of-way and easement shall carry with it the right to use any available access road(s) for the purpose of conducting the foregoing activities and to access Grantee's Property. During temporary periods, Grantee may use such portion of the property along and adjacent to said right-of-way and easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the Facilities. Grantor shall have the right to use said premises except for the purposes for which this right-of-way and easement is granted to Grantee, provided such use does not interfere with the Facilities or any other rights granted to Grantee hereunder.

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree as follows:

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way and easement, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities. Notwithstanding the foregoing, Grantor may construct and maintain an access road with associated improvements, including curb, gutter, sidewalks, and landscaping (collectively "Grantor's Improvements"), within the right-of-way and easement described above.

2. Grantor shall not change the contour within the right-of-way and easement without prior written consent of Grantee.

3. Grantor shall not plant, or permit to be planted, any deep rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way and easement, without prior written consent of Grantee.

4. Grantor shall not place personal property within the right-of-way and easement that impairs the maintenance or operation of the Facilities.

5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this right-of-way and easement, without liability to Grantor, and without any obligation of restoration or compensation.

6. Grantee shall restore all of Grantor's property, including any of Grantor's Improvements affected by any subsequent operation, maintenance, repair or removal of Grantee's

Facilities or use by Grantee to access Grantee's Property, to as near its original condition as is reasonably possible.

7. This right-of-way shall 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.

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

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:  
SALT LAKE COUNTY

REVIEWED AS TO FORM AND LEGALITY:

By: Exhibit Only, Do Not Sign  
Mayor or Designee

\_\_\_\_\_  
R. Christopher Preston  
Deputy District Attorney

By: \_\_\_\_\_  
County Clerk or Designee

STATE OF UTAH            )  
  :ss  
County of Salt Lake        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that (s)he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

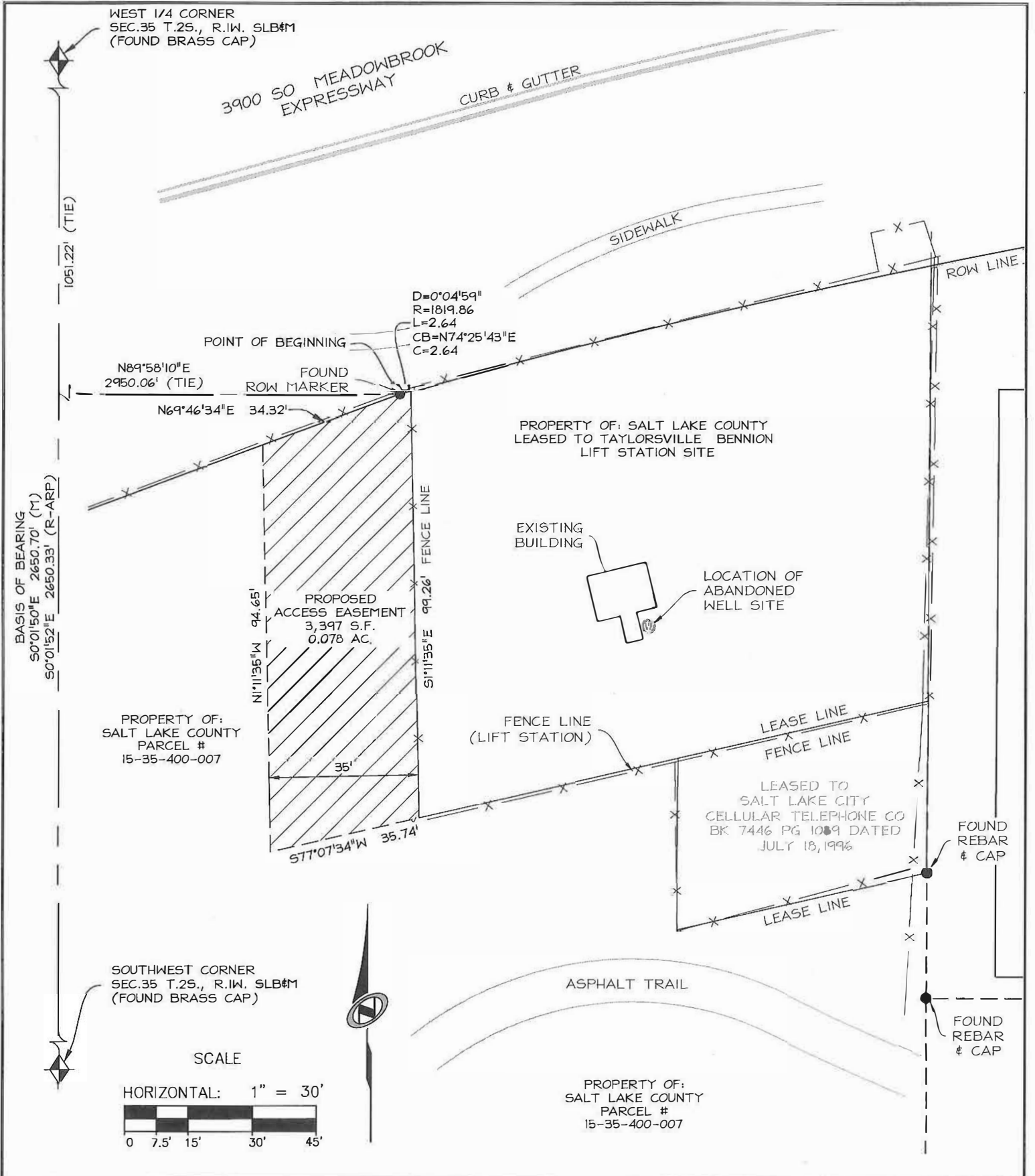
STATE OF UTAH            )  
  :ss  
County of Salt Lake        )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say and acknowledge that s(he) is the \_\_\_\_\_ of Salt Lake County, and that the foregoing instrument was signed by her (him) on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah



# EXHIBIT A



1588 SOUTH MAIN STREET  
SUITE 200  
SALT LAKE CITY, UT 84115  
801.743.1300

# ACCESS EASEMENT

3935 S. 945 W., TAYLORSVILLE CITY, UTAH  
SOUTHWEST 1/4 OF SEC. 35, T2S, R1W, SLB#M

TCC JOB NO: 23-015

DATE: 2023-02-27

SHEET NUMBER

1 of 1