

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

Space above for County Recorder's use
PARCEL I.D.# 03-037-0-0022

AGREEMENT FOR IMPROVEMENTS

Agreement for Improvements (“**Agreement**”) dated this 10th day of October, 2023, by and between Questar Gas Company, dba Dominion Energy Utah, a Utah corporation (“**DEU**”) and Tooele County, a political subdivision of the State of Utah (“**Tooele**”).

RECITALS

- A. DEU purchased Parcel No. 03-037-0-0022 (the “**Property**”) located in Tooele County, just outside of Tooele City limits. The Property was divided from larger Parcel No. 03-037-0-0023 as permitted under Utah Code Ann. § 17-27a-103(71)(c)(iv)(B). The Property abuts Skyline Drive.
- B. Tooele, as a condition to providing permits for construction on the Property, could require certain specific road features (curb, gutters, and a sidewalk) that match the same improvements on the north side of Skyline Drive as those features exist as of the date of this Agreement (the “**Improvements**”).
- C. The parties desire to enter this Agreement to define their respective covenants and conditions related to construction on and improvements of the Property.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, conditions, and considerations set forth herein, DEU and Tooele agree as follows:

1. **Responsibilities and Obligations of DEU.** Upon satisfaction of all conditions precedent, DEU shall construct or cause to be constructed the Improvements.

2. **Responsibilities and Obligations of Tooele.** Tooele agrees to grant DEU permits prior to installation of any portion of the Improvements subject to the terms of this Agreement. Tooele shall approve all Improvements constructed by DEU, so long as they conform to the specifications of the currently existing curb, gutters, and sidewalk on the north side of Skyline Drive.

3. **Conditions Precedent.** The parties' obligations under this Agreement are expressly conditioned upon the occurrence of one of the following:

a. Tooele's approval of a subdivision application or imposition of improvement requirements (a curb, gutters, and a sidewalk) on the south side of Skyline Drive abutting the Property; or

b. Tooele's improvement of the south side of Skyline Drive abutting the Property.

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

TOOELE: Tooele County Community Development Director
47 South Main Street
Tooele, Utah 84074

DEU: Questar Gas Company
Dba Dominion Energy Utah
Attn: Supervisor of Property and Right-of-Way
P.O. Box 45360, Right-of-way
Salt Lake City, Utah 84145-0360

5. **Compliance with Applicable Ordinances.** Except as expressly set forth in this Agreement, DEU shall not violate any law, ordinances or regulation relating to building codes, fire codes, building materials, zoning, construction methods or use. In the event of any conflict between any law, ordinance, or regulation and the terms of this Agreement, the law, ordinance or regulation shall prevail, and DEU shall promptly notify Tooele of the conflict. Tooele shall cooperate with DEU to accommodate the purposes of both this Agreement and such law, ordinance or regulation.

6. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties, their respective heirs, representatives, successors, and assigns, and runs with the land.

7. **No Joint Venture, Partnership or Third-Party Rights.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties, nor any rights or benefits to third parties.

8. **Force Majeure.** A party shall not be held responsible if the fulfillment of that party's obligations under this Agreement is delayed or prevented by revolutions, wars, acts of enemies, strikes, fires, floods, or other natural disasters, acts of God, or without limiting the foregoing, by any other cause not within the control of that party, and which, by the exercise of reasonable diligence, the party is unable to prevent.

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. **Miscellaneous.**

a. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without regard to its conflict of laws principles.

b. **Severability.** If any provision of this Agreement or any portion of any provision of this Agreement is 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.

c. **Waiver of Jury Trial.** Each of the parties irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

d. **Entire Agreement.** 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 parties.

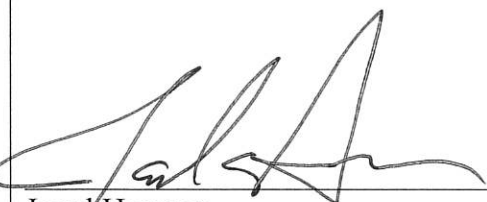


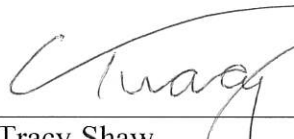
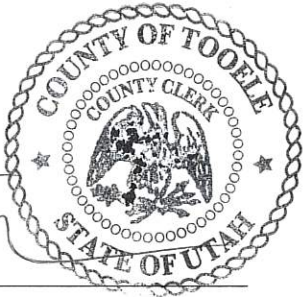
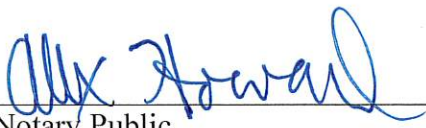
e. **Headings.** The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

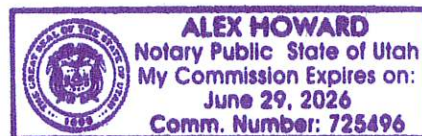
f. **Construction.** This Agreement is the result of negotiations between the parties, neither of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. DEU and Tooele 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.

g. 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.

IN WITNESS WHEREOF, Tooele and DEU have executed this Agreement as of the Effective Date.

<p>TOOELE COUNTY:</p>  <p>Jared Hamner Chair, Tooele County Council</p> <p>APPROVED AS TO FORM:</p>	<p>DEU:</p> <p>QUESTAR GAS COMPANY, Db a Dominion Energy Utah a Utah corporation</p>  <p>By: <u>BRADY K. NOWERS</u> Its: <u>AUTHORIZED REPRESENTATIVE</u></p> <p>STATE OF <u>Utah</u>) :SS</p>
<p> Nathan Harris Deputy Tooele County Attorney</p> <p>ATTEST:</p>  <p>Tracy Shaw Tooele County Clerk</p> 	<p>COUNTY OF <u>Salt Lake</u>)</p> <p>On the <u>19th</u> day of ^{September} <u>October</u>, 2023, personally appeared before me <u>Brady K. Nowers</u>, who duly acknowledged that he/she signed the foregoing Agreement for Improvements on behalf of Questar Gas Company dba Dominion Energy Utah, having by duly authorized by the corporation to sign the document.</p>  <p>Alex Howard Notary Public</p>



LEGAL DESCRIPTION

PARCEL NO. 03-037-0-0022

A parcel of land situate in the Northwest Quarter of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the South line of Skyline Drive (480 South), point being South 89°39'32" West 372.82 along the section line and South 0°20'28" East 24.00 feet from the North Quarter Corner of Section 35, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running: thence South 0°20'28" East 120.00 feet; thence South 89°39'32" West 180.00 feet; thence North 0°20'28" West 120.00 feet to the said South line of Skyline Drive; thence North 89°39'32" East 180.00 feet along said South line, to the Point of Beginning.

Contains 21,600 square feet or 0.50 acres.