



## Regular City Council Meeting

Tuesday, January 27, 2026 at 6:00 pm

### AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

- 1. Roll Call, Prayer, Pledge**
- 2. Minutes**
- 3. Bills**
- 4. Business License**
- 5. Planning And Zoning**
- 6. Wildland Urban Interface Mapping - Fire Chief Russ Young**
- 7. RESOLUTION 26-03, A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48**  
<https://nam10.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwrap.wildfirerisk.utah.gov%2FMap%2FPublicThemes&data=05%7C02%7CMYoung%40duchesnecity.com%7Cde075ee83871424c8ba408de424f8c74%7Cb167>
- 8. RESOLUTION 26-04, A RESOLUTION SUPPORTING PARTICIPATION IN THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLANNING PROCESS AND ADOPTION OF THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLAN**
- 9. PUBLIC HEARING: PROPOSED ORDINANCE NO. 26-01. PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON AN ORDINANCE OF THE DUCHESNE CITY COUNCIL AMENDING TITLE 10, CHAPTER 15 AIRPORT OVERLAY OF THE DUCHESNE CITY MUNICIPAL CODE**
- 10. ORDINANCE 26-01, AN ORDINANCE OF DUCHESNE CITY ADOPTING THE AMENDING TITLE 10, CHAPTER 15 AIRPORT OVERLAY OF THE DUCHESNE CITY MUNICIPAL CODE**
- 11. Open Invoices/Purchasing - Mark Nielsen**
- 12. Donation - American Legion Water Service**
- 13. Animal Control Officer Discussion - Mark Nielsen/Captain John Crowley**
- 14. Kinder Morgan Pipeline On Airport Easement Agreement Amendment- Heather Ivie, Land Agent**
- 15. 15-Minute Open Session**

The City of Duchesne welcomes you and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Council. Your comments will be limited to three (3) minutes. The Council may not respond to your comments

this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of City Staff for follow-up. Thank you.

- 16. Book Of Complaints, Concerns And Comments**
- 17. Mayor And Council Review Of Old Business**
- 18. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives, and Other Items Properly Brought Before the Council**

Note: "Other Items Properly Brought Before the Council" refers to topics that may arise during the meeting that are related to city business but were not specifically listed on the agenda. These items will be discussed in accordance with Utah's Open and Public Meetings Act and are intended to provide flexibility for timely city matters while keeping the public informed.
- 19. Closed meeting of the Duchesne City Council to discuss one or more closed meeting categories based on UCA 52-4-2-4: (1) character, professional competence, physical, mental health of an individual; (2) pending or reasonably imminent litigation; (3) purchase, exchange, or lease of real property; (4) sale of real property; (5) deployment of security personnel, devices or systems; (6) investigative proceedings regarding allegations of criminal misconduct.**
- 20. Consideration to Take Action Discussed Under Closed Meeting**
- 21. Adjournment**

**Attest:**

Myra Young, Recorder: *Myra Young*

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Contact: Myra Young (myoung@duchesnecity.com 435-738-2464) | Agenda published on 01/26/2026 at 2:12 PM



# DRAFT

## Regular City Council Meeting

### Minutes

Tuesday, January 13, 2026 at 6:00 pm

### AGENDA

A regularly scheduled meeting of the Duchesne City Council will be held at the Duchesne City Office Building, 500 East Main, Duchesne, UT at the above date and time. The agenda will be as follows:

#### 1. Roll Call, Prayer, Pledge

##### Minutes:

Mayor Herron conducted the meeting. City Recorder, Myra Young took minutes. City Council Members present were Bryce Hamilton, Mark E. Nielsen, Marty A. Herrera, Cody Ivie, and Jason Baker. Mayor Herron led the Pledge of Allegiance. Council Member Herrera offered the prayer.

Duchesne City Employee Attendees: Jessica North, Stephanie Skewes, Zack Bertola  
Public Attendees: Rodney Rowley, Eric Johnson, Shelley Brennan, Jenny Adams, Janice Shipman, Mike Yourkwitch, Susan Hamilton, Kori Wilde, Mona Farnsworth, Dawnnette Browning, Traci Herrera, David Herron.

#### 2. Minutes

##### Minutes:

MOTION by Council Member Baker seconded by Council Member Ivie to approve the minutes from Regular City Council Meeting 12/09/2025.

- Council Member Hamilton – Aye
- Council Member Nielsen - Aye
- Council Member Herrera - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

#### 3. Bills

##### Minutes:

The City Council reviewed the bills.

Council Member Ivie requested clarification regarding the Hanberg Civic Services invoices. Invoice details from January to the present were provided and discussed. It was explained that Wes has been working on three trail projects within the City: one located behind the City office, one beginning near 500 North, and one extending up onto the bench.

Questions were raised regarding the source of the roto mill material used for the projects. Former Mayor Rodney Rowley confirmed that the roto mill material was

obtained from the City's existing stockpile. Council members expressed concern that the invoices lacked sufficient detail, noting that they referenced only "roto mill" and a percentage of completion without identifying specific projects, hours worked, or detailed descriptions of the work performed.

The Council questioned whether the projects had been completed, expressing concern that no progress updates or reports had been provided over the past year, despite two remaining invoices pending payment. Former Mayor Rowley stated that he has personally observed the work and believes Wes completed the tasks as described. Discussion followed regarding if Wes would be working on additional projects. It was indicated that additional work may be proposed and that Wes would be reaching out to Mayor Herron. Mayor Herron stated that she has not yet had a formal conversation with Wes and would like to meet to review all completed and proposed projects and to establish a formal contract.

Council members questioned why multiple invoices had been submitted and whether billing was based on an hourly rate. It was confirmed that the work was billed hourly. The possibility of holding payment on the final two invoices was discussed. Council members noted that former Mayor Rowley had been overseeing the work and had indicated that the projects were complete.

The Council also asked whether the total amount of \$16,400 covered all three trail projects. Council Member Nielsen questioned whether the work had been formally approved by the Council. Council Member Hamilton confirmed that each invoice had been approved individually. Council members noted that they had relied on former Mayor Rowley's representations regarding the work performed.

The Council requested that no further work be performed on these projects unless discussed and approved by the Council. Mayor Herron reiterated her desire to have a written contract in place clearly defining the scope of work and total cost before any additional work proceeds.

**MOTION** by Council Member Hamilton, seconded by Council Member Nielsen to pay the bills.

- Council Member Hamilton - Aye
- Council Member Nielsen - Aye
- Council Member Herrera - Aye
- Council Member Ivie - Aye
- Council Member Baker - Aye

Motion carried by unanimous vote.

#### **4. Charges and Credits**

##### **Minutes:**

The Council reviewed the Charges & Credits

#### **5. Business License**

##### **Minutes:**

The Council reviewed the Business License issued to The Chili Pot (Food Truck), Scott & Carree Whitten.

#### **6. Planning And Zoning**

**Minutes:**

Mayor Herron reported on the status of the Planning and Zoning Commission, noting that it is not yet fully functioning. She stated that she has been encouraging individuals to apply and asked whether the openings had been advertised. City Recorder Myra confirmed that the positions are currently being advertised.

Mayor Herron stated that she would continue encouraging interested individuals to submit applications and expressed hope that additional applicants would be received prior to the next meeting. It was noted that the Commission currently has one active member.

City Recorder Myra clarified that applicants are required to submit a resume and a letter of interest.

**7. PUBLIC HEARING: RESOLUTION 26-01, A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$767,000 (THE “SERIES 2026 BONDS”); TO FINANCE SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.**

**Minutes:**

Mayor Herron read the following; A PUBLIC HEARING AUTHORIZING NOT MORE THAN \$767,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES, FOR SEWER SYSTEM IMPROVEMENTS AND NOT MORE THAN \$378,000 WATER REVENUE BONDS, IN ONE OR MORE SERIES, FOR WATER SYSTEM IMPROVEMENTS; FIXING THE MAXIMUM PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, AND DISCOUNTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

Mayor Herron opened the Public Hearing to receive public comment at 6:18 p.m. Council Member Nielsen asked where the proposed water and sewer improvements would be located. Mayor Herron responded that the project is the D-Hill water and sewer project.

Eric Johnson, Duchesne City's bond attorney, stated that the amounts of the loans for the water system and the sewer system had been presented. He noted that the project includes substantial grant funding and that the interest rate is one-half of one percent, stating that the project is highly subsidized. He stated that his role is not to determine whether the project is necessary, but to confirm whether the City is receiving the best financing available, and stated that the answer is yes.

Dawnette Browning asked if the project would raise sewer or water rates. Mayor Herron stated that the project is not associated with an increase in water rates for residents.

Mayor Herron closed the Public Hearing at 6:22 p.m.

MOTION by Council Member Hamilton, seconded by Council Member Baker to adopt Resolution 26-01, A RESOLUTION AUTHORIZING SEWER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$767,000 (THE “SERIES 2026 BONDS”); TO FINANCE SEWER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS

- Council Member Hamilton – Aye
- Council Member Nielsen - Aye
- Council Member Herrera - Aye
- Council Member Ivie – Aye

- Council Member Baker – Aye
- Motion carried by unanimous vote.

**8. PUBLIC HEARING: RESOLUTION 26-02, A RESOLUTION AUTHORIZING WATER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$378,000 (THE “SERIES 2026 BONDS”); TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS.**

**Minutes:**

Mayor Herron read the following; A PUBLIC HEARING AUTHORIZING NOT MORE THAN \$767,000 SEWER REVENUE BONDS, IN ONE OR MORE SERIES, FOR SEWER SYSTEM IMPROVEMENTS AND NOT MORE THAN \$378,000 WATER REVENUE BONDS, IN ONE OR MORE SERIES, FOR WATER SYSTEM IMPROVEMENTS; FIXING THE MAXIMUM PRINCIPAL AMOUNTS, MATURITIES, INTEREST RATES, AND DISCOUNTS; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD; AND RELATED MATTERS.

Mayor Herron opened the Public Hearing to receive public comment at 6:24 p.m.

No Public Comments

Mayor Herron closed the Public Hearing at 6:24 p.m.

MOTION by Council Member Baker, seconded by Council Member Ivie to adopt Resolution 26-02, A RESOLUTION AUTHORIZING WATER REVENUE BONDS, SERIES 2026, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$378,000 (THE “SERIES 2026 BONDS”); TO FINANCE WATER SYSTEM IMPROVEMENTS, AND RELATED IMPROVEMENTS, AND RELATED MATTERS

- Council Member Hamilton – Aye
- Council Member Nielsen - Aye
- Council Member Herrera - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

**9. RESOLUTION 26-03, A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48**

**Minutes:**

Mayor Herron read aloud RESOLUTION 26-03, A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48

Council Member Hamilton requested discussion. Council Member Ivie stated that adoption of the resolution is required by state law and is state mandated.

Council Member Hamilton expressed concern with adopting the resolution as presented and requested removal of Section 4, citing concerns regarding state authority and potential impacts on local control. Council Member Ivie stated that removing Section 4 would place the City out of compliance with House Bill 48 and noted that the authority referenced is established by the Legislature.

Council Member Ivie asked for clarification regarding the source of the resolution. City

Recorder Myra stated the resolution was received from Nate Zilles. The Council discussed the deadline for adoption. City Recorder Myra read an email from Nate Zilles stating that all municipalities were required to adopt the WUI Code and official mapping by the end of 2025. The email noted the materials were received on December 23, 2025, and that adoption in early January was likely acceptable. The email further stated that Duchesne City is not designated as a high-risk WUI area but is still required to adopt the code and mapping. An example resolution was included with the email.

Council Member Baker stated he was uncomfortable voting without additional clarification regarding the resolution and the authority granted under Section 4. Council Member Hamilton requested the matter be tabled to allow further review of House Bill 48.

Consensus of the Council was to table Resolution 26-03 until the next council meeting. Mayor Herron would like to request that Fire Chief Young attend the next meeting to address the Council regarding the WUI Code and mapping.

## 10. Training - Open Public Meeting

### **Minutes:**

The following Council Members, elected and appointed officials watched the Open and Public Meetings Act Training.

Council Members: Bryce Hamilton, Mark E Nielsen, Marty A Herrera, Cody Ivie, Jason Baker, Mayor Deborah Herron, City Treasurer Stephanie Skewes, City Recorder Myra Young, Deputy Recorder Jessica North

## 11. Animal Control Officer Logistics - Bryce Hamilton

### **Minutes:**

Council Member Hamilton stated that at a prior meeting the Council discussed the need for animal impoundment and veterinary services and requested an update to ensure the matter had not been overlooked during the transition of elected offices. Former Mayor Rodney Rowley reported that the animal control position had been advertised and few applications were received, but none were sufficiently qualified. He stated that a veterinarian in Price agreed to provide euthanasia services for the City and would travel to Duchesne City when requested.

Rodney stated that the Sheriff's Office currently impounds animals only until the County facility reaches capacity. He further stated that the County has not been enforcing Duchesne City's animal control ordinance, explaining that while the City ordinance includes escalating penalties and permanent impoundment after repeated violations, animals are typically released without citations. He noted that he had discussed enforcement expectations with the Sheriff, who indicated willingness to comply, though that has not yet occurred.

Council Member Nielsen stated that Deputy Jenkins is the County's primary animal control officer, with other deputies assisting as needed. Council Member Baker stated that under current practice, animals are removed and released without citations, resulting in no meaningful enforcement. He referenced a prior incident involving a German Shepherd at the football field where the Sheriff's Office was contacted, a deputy responded on site, met with the Mayor, and issued a citation.

Council Member Hamilton stated that if the City has a contract with the County, City

ordinances should be enforced. He asked Mayor Herron if she would follow up with Deputy Jenkins regarding enforcement expectations. Mayor Herron stated she would do so.

Discussion followed regarding whether hiring a City animal control officer would resolve the issue. Council Member Ivie stated that coordination with the County would still be required. Council Member Nielsen expressed concern that the City does not currently have a mechanism to prosecute ordinance violations, noting there is no agreement in place with Justice Court or a prosecutor. He stated that hiring an animal control officer without an enforcement and adjudication process would limit effectiveness.

Council Member Baker noted that citations have occurred when state law violations are involved, which are handled by the Sheriff's Office. Council Member Nielsen stated his understanding that the Sheriff's Office generally enforces state law rather than City ordinance violations.

Council Member Ivie stated that prior discussions considered a part-time animal control position focused primarily on warnings and compliance, with the Sheriff's Office involved when citations are necessary. He noted that the cost and liability of a City-run impound facility had been reviewed previously but concerns regarding cost, location, staffing, and liability was determined to be significant.

Council Member Nielsen expressed concern that the current job description includes issuing citations, which may not be feasible under the City's current structure. He stated that court and prosecutorial processes should be established before hiring to ensure the position could succeed.

Council Member Ivie asked when the City's fee schedule and penalties were last reviewed and whether fines are currently being enforced.

Council Member Hamilton asked what steps were necessary to move forward.

Council Member Nielsen recommended meeting with the Justice Court clerk and the County Attorney to determine how City ordinance violations could be adjudicated.

Mayor Herron asked Council Member Nielsen if he would be willing to attend a meeting with Justice Court. Council Member Nielsen agreed and provided his availability. Mayor Herron stated she would contact the court to schedule the meeting.

The Council directed that the current animal control job posting be pulled and requested that the matter be placed on the agenda for the next City Council meeting.

## **12. 304 Sick Leave Benefits - Proposed Changes - Myra Young**

### **Minutes:**

City Recorder Myra Young presented a proposed amendment to Section 304, Sick Leave Benefits, of the Duchesne City Personnel Policy and Procedure Manual. The proposed change would allow accrued sick leave to be used for the illness, injury, medical appointment, or recovery care of an employee's immediate family member, including a spouse, child, or parent. The amendment would also clarify that pregnancy, childbirth, and related medical recovery are treated as a medical condition eligible for use of accrued sick leave, with extended leave subject to the Family and Medical Leave Act or other approved leave provisions.

Myra explained that this language had been discussed during the recreation of the employee manual but was inadvertently omitted from the final version. She noted that the proposed wording reflects common employment standards and would allow employees to use accrued sick leave for family-related medical needs. She further explained that requiring employees to exhaust other leave types and enter leave

without pay can negatively affect their ability to accrue benefits, which the amendment is intended to help avoid.

Council members discussed the proposed wording, including the phrase “when the employee’s presence is necessary.” Some members expressed concern that this language could require unnecessary proof or documentation and suggested simplifying the provision to allow use of sick leave for immediate family members without that qualifier. Other discussion addressed current sick leave accrual rates, use-or-lose provisions, and broader trends in employee leave policies.

General consensus supported allowing sick leave use for immediate family care and parental medical needs, with agreement to remove the “employee’s presence is necessary” language from the proposed amendment.

MOTION by Council Member Ivie, seconded by Council Member Nielsen, to approve an amendment to the Duchesne City Personnel Policy and Procedure Manual, Section 304, Sick Leave Benefits, to allow accrued sick leave to be used for the illness, injury, medical appointment, or recovery care of an employee’s immediate family member, including a spouse, child, or parent; to recognize pregnancy, childbirth, and related medical recovery as a medical condition eligible for use of accrued sick leave; and to clarify that extended leave may be subject to the Family and Medical Leave Act or other approved leave provisions.

- Council Member Hamilton – Aye
- Council Member Nielsen - Aye
- Council Member Herrera - Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

### 13. Addressing Penny Shortage - Stephanie Skewes

#### Minutes:

City Treasurer Stephanie Skewes reported to the Council regarding a national penny shortage and the challenges it creates when accepting cash payments. She explained that although the U.S. Treasury has ceased manufacturing new pennies due to production costs exceeding their value, pennies remain legal tender and will continue to circulate. Stephanie noted that Duchesne City has approximately 15–20 customers per month who pay utility bills in cash, and current bill amounts often require making change involving pennies.

Stephanie reported that she contacted Pelorus, the City’s billing software provider, and several other municipalities to learn how they are addressing the issue. She stated that some cities, including North Logan, round bill totals to the nearest five or ten cents and apply any rounding difference as a credit to the customer’s account to ensure accurate accounting and compliance with legal requirements. Other municipalities have not yet implemented changes and are monitoring the issue.

Council members discussed the legality of rounding charges, accounting requirements for municipal billing, and the importance of ensuring all transactions remain properly reconciled. Concerns were raised about unilaterally rounding charges up or down without formal authorization or public notice. Stephanie advised that Pelorus recommended not making changes at this time while additional guidance is reviewed.

Mayor Herron stated that she would meet with Stephanie and Pelorus to establish

parameters and determine a legally compliant and practical approach for addressing the penny shortage. Council consensus was to continue researching options and revisit the matter once further information is available.

#### 14. 15-Minute Open Session

##### Minutes:

- Jenny Adams informed the Council that the County has posted a job opening to hire an Assistant Dog Catcher.
- Susan Hamilton, owner of the property located at 166 West Main, addressed the Council regarding the business licensing process for a thrift store she is in the process of opening, named Left Behind. She stated that she had completed all required steps on the City's checklist and paid all applicable fees to obtain a business license. She expressed concern that she was then required to complete a building permit application, despite not constructing, remodeling, or altering the structure. She noted that the building was constructed in 1913 and that she is not performing any structural, or other building-related work. Susan read portions of the building permit application aloud and stated that she believes the requirement is inappropriate. She asserted that she is not building or remodeling anything and questioned why a building permit would be required. Mayor Herron stated that she was aware of the issue, wished to speak with the Building Inspector, and would follow up with Susan to better understand why a building permit would be required. Susan requested that her concerns be entered into the record, stating that in her view the building permit application constitutes a fraudulent document, as it would permanently reflect that she obtained a building permit when no construction or remodeling occurred. She stated she was unwilling to sign the application for that reason and expressed concern that such a document would be recorded both by the City and the County. Mayor Herron stated that she shared Susan's concern and wanted to determine why the building permit was required. She thanked her for bringing the issue forward and stated she would follow up. Council Member Ivie asked how the requirement became a building permit rather than an inspection. Discussion followed regarding the property's commercial zoning and prior business uses. Susan Hamilton stated she has owned the property since 1998 and that it has consistently been used for business purposes. City Recorder Myra clarified that the building permit requirement was not initiated by the City office and that the Building Inspector directed staff to provide the building permit application as part of the process for the new business. Council Member Hamilton asked whether there was any reason the business license should not be issued. Staff responded that documentation had not yet been finalized and that the City was awaiting completion of the fire inspection. It was noted that the matter was not placed on the agenda due to timing. Mayor Herron indicated that issuing the business license and later placing the item on the agenda for informational purposes would be acceptable.

#### 15. Book Of Complaints, Concerns And Comments

##### Minutes:

There were no complaints, concerns & comments recorded in the book.

## **16. Mayor And Council Review Of Old Business**

### **Minutes:**

Mayor Herron stated that, as she is new to the position, she had no old business to report. She provided an update on her activities over the past week, including meetings with the Tribe's legal counsel, former Mayor Rowley, and City staff. She reported attending a Tribal Coordination Meeting at the Capitol Building on behalf of Duchesne City and noted that she has been participating in multiple meetings to become familiar with current issues and operations. Mayor Herron stated that office staff assisted in bringing her up to speed, and that she met with Public Works personnel. She also noted that Lane was absent due to the passing of his mother. Mayor Herron stated that she has "hit the ground running" and is prepared to fully engage in the responsibilities of the office.

## **17. Work Meeting: Discussion of City Projects, Budget and Operational Matters, Council Initiatives and Priorities and Other Items Properly Brought Before the Council**

### **Minutes:**

MOTION by Council Member Ivie, seconded by Council Member Baker to recess the regular meeting and convene the work meeting at 7:34 pm.

- Council Member Hamilton– Aye
- Council Member Nielsen– Aye
- Council Member Herrera– Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

Mayor Herron stated that the Council would move into a work session at 7:34 p.m. to discuss items listed on the agenda, including current city projects, budget and operational matters, council initiatives, and other items properly brought before the Council. She noted that the discussion would be a broad overview and that no in-depth budget review would take place during this meeting. Mayor Herron stated that she and Treasurer Stephanie Skewes plan to meet with Council Member Ivie at a later date to conduct a more detailed budget review. Mayor Herron further stated that she would like Council Members to identify their priorities so they can be compiled into a list, placed on the radar, and addressed through any necessary preliminary work.

Mayor Herron then stated that she and Former Mayor Rodney Rowley had met to discuss several city projects currently in progress. She asked Former Mayor Rowley to come forward and present a list of those projects.

Here are the following topics he addressed:

1. Right-of-way plat for Wright Ranch, 40-foot width from 800 North to 1400 North on 150 West.
2. Proposed vacation of the north 80 feet of 500 North between 200 West and 300 West (three-lot subdivision, Wright Ranch).
3. Installation of 18-inch storm drain on 300 East from 300 South to 400 South, extending back to 350 East.
4. Completion of the River Walk on the east end, extending north to the bridge at 400 South and 400 East.

5. Walking path up the hill on Main Street to the alleyway between the properties of Josh Wager and Casey Kielbasa.
6. Airport water tank pressure-sustaining valve to address low water pressure at the Roger Mitchell property.
7. New water line along SR-311 from Gateway 66 to the Norm Jenkins property; design work has already been completed by Horrocks Engineering.
8. Old Farm Road irrigation project involving a new water meter.
9. Rocky Point Ditch project (no new contract proposed at this time).
10. Upgrade of Main Street lighting, including replacement of four damaged poles.
11. Opening of 150 East at Twin Rivers Loop, including a new sewer line and manhole to be completed with the next project.
12. Retaining wall at Duchesne Cemetery, with an estimated bid of approximately \$17,000.
13. Installation of a shield on the spotlight at the rodeo grounds.
14. My Best Convenience Store matter, noting ongoing sales activity and involvement of the Sheriff's Office.
15. Survey adjustment for Strawberry Cemetery (Jerry Allred is working on it).
16. Repair or replacement of the 12-inch water line to the Murray Farm, located beneath Ron Robbins' garage.
17. Farm Creek Meats sewer line contract, noting the addition of two new service connections.
18. East Duchesne water contract.
19. Duchesne County water contract, noting the County is paying \$75 but has not yet executed the updated agreement.
20. Matt Guest water and sewer service request, with discussion regarding potential annexation requirements.
21. Duchesne County Road Department gravel pit lease, noting they have only brought approximately 15 loads to date.
22. Connection of 700 East to 575 East at 700 South (Korey Burns subdivision amendment).

Mayor Herron stated that she would turn time over to the Council to share priorities and initiatives they would like to see addressed.

Council Member Baker stated that his priorities include animal control, the Mickelson Building and adjacent parks, potential uses for the building such as pickleball courts, arcades, and recreation-center-type activities, replacement of playground equipment, and increased law enforcement presence along Highway 40.

Council Member Ivie stated that his priorities include the police contract, the Mickelson Building, the Pope House, and the need for a ladder truck for the Fire Department.

Council Member Herrera stated that his priorities include animal control, upgrades to Main Street lighting, and maintaining alley access for fire response and emergency access.

Council Member Nielsen stated that his priorities include law enforcement, traffic

concerns on Highway 40, and signage placed by Clint Ivie that is nailed to City-owned trees.

Council Member Hamilton stated that his priorities include animal control, the Mickelson Building, and smoothing the roadway around the hill near the football field. Mayor Herron summarized the Council's comments, noting that animal control was identified as the top priority. There was additional discussion regarding the Mickelson Building, the Pope House, Main Street lighting, and playground equipment costs. Mayor Herron further stated that she wanted to ensure the two new Council Members were brought up to speed on current city matters.

Council Member Hamilton suggested conducting a tour of the City's infrastructure. Mayor Herron reminded the Council Members to complete their conflict-of-interest disclosure forms. She explained that the purpose of the disclosure is to ensure transparency for the City, and that disclosure of a potential conflict does not necessarily prohibit a Council Member from voting in every instance but does require that the interest be disclosed.

Mayor Herron provided an example involving Council Member Ivie, noting that during the sale of the bowling alley, he disclosed that he had served as the realtor for the transaction and therefore recused himself from the vote. Mayor Herron stated that if a potential conflict of interest arises in connection with any matter before the Council, it should be disclosed so that the conflict is known. She emphasized that while disclosure does not automatically require recusal, transparency is important for public confidence and to avoid the appearance of impropriety.

Mayor Herron further stated that the conflict-of-interest disclosure forms will be posted on the City's website.

MOTION by Council Member Hamilton, seconded by Council Member Baker to adjourn the work meeting and reconvene the regular meeting at 8:33 pm.

- Council Member Hamilton– Aye
- Council Member Nielsen– Aye
- Council Member Herrera– Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## **18. Closed Meeting (Utah Code §52-4-205): Pending Litigation & Tribal Litigation Discussions**

### **Minutes:**

MOTION by Council Member Baker, seconded by Council Member Hamilton to recess the regular meeting and convene the closed meeting at 8:33 pm.

- Council Member Hamilton– Aye
- Council Member Nielsen– Aye
- Council Member Herrera– Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

Closed Meeting began at 8:33 pm

Mayor Herron stated we are now in closed sessions, so we invite everyone to leave.

Minutes were recorded as per Utah State Code § 52-4-204.

MOTION by Council Member Ivie seconded by Council Member Baker to adjourn the closed meeting and reconvene the regular meeting at 9:47 pm.

- Council Member Hamilton– Aye
- Council Member Nielsen– Aye
- Council Member Herrera– Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

## 19. Adjournment

### Minutes:

Regular Meeting reconvened at 9:47 pm.

MOTION by Council Member Ivie seconded by Council Member Baker to adjourn the regular City Council meeting at 9:47 pm.

- Council Member Hamilton– Aye
- Council Member Nielsen – Aye
- Council Member Herrera – Aye
- Council Member Ivie – Aye
- Council Member Baker – Aye

Motion carried by unanimous vote.

### Attest:

Myra Young, Recorder:



Contact: Myra Young (myoung@duchesnecity.com 435-738-2464)

**Duchesne City  
Open Invoice Listing**

1/23/2026

<b>Vendor Id</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>PO#</b>	<b>Invoice Date</b>	<b>Due Date</b>	<b>Amount</b>
4517710	Colsolidated Electrical Distributors, In	9039-1052817		1/7/2026	1/7/2026	\$446.55
4517134	Column Software PBC	755AAD83-0025		1/14/2026	1/14/2026	\$65.80
4517291	DHHS-Unified State Laboratories	26L0000635		1/5/2026	1/5/2026	\$109.03
4515014	Duchesne County - Sheriff's Office -	12680		1/7/2026	1/7/2026	\$7,500.00
3118500	Horrocks Engineers LLC	313000000970		12/26/2025	12/26/2025	\$15,514.11
4516369	Johnson Controls Fire Protection LP	25166250		1/1/2026	1/1/2026	\$457.94
4517007	Les Olson Company	EA16118371		11/17/2025	11/17/2025	\$133.22
4517007	Les Olson Company	EA1638804		1/13/2026	1/13/2026	\$73.93
<b>Vendor Total:</b>						<b>\$207.15</b>
	North, Jessica	01202026		1/20/2026	1/20/2026	\$167.48
4517656	PEHP Group Insurance	0124184835		1/20/2026	1/20/2026	\$177.31
4517482	Public Employees Disability Program	01162026		1/16/2026	1/16/2026	(\$0.01)
4517482	Public Employees Disability Program	PR011626-7607		1/20/2026	1/20/2026	\$79.17
<b>Vendor Total:</b>						<b>\$79.16</b>
4516380	Shred-It USA/ Stericycle	8013056323		12/31/2025	12/31/2025	\$101.13
4516135	Spectra LLC	003553		1/11/2026	1/11/2026	\$1,081.00
B058	Strata Networks	006277527		1/7/2026	1/7/2026	\$1,499.00
B058	Strata Networks	006278146		1/14/2026	1/14/2026	(\$550.00)
<b>Vendor Total:</b>						<b>\$949.00</b>
	Utah Dept of Workforce Services	PR010226-7525		1/6/2026	1/6/2026	\$156.99
	Utah Dept of Workforce Services	PR011626-7525		1/20/2026	1/20/2026	\$161.35
	Utah Dept of Workforce Services	PR123125-7525		1/2/2026	1/2/2026	\$14.69
<b>Vendor Total:</b>						<b>\$333.03</b>
	Utah State Tax Commission	PR010226-7524		1/6/2026	1/6/2026	\$765.17
	Utah State Tax Commission	PR011626-7524		1/20/2026	1/20/2026	\$804.78
	Utah State Tax Commission	PR123125-7524		1/2/2026	1/2/2026	\$25.00
<b>Vendor Total:</b>						<b>\$1,594.95</b>
171	Washington National Ins Co	P2610968		1/15/2026	1/15/2026	(\$233.80)
171	Washington National Ins Co	PR010226-7452		1/6/2026	1/6/2026	\$684.02
171	Washington National Ins Co	PR011626-7452		1/20/2026	1/20/2026	\$536.09
171	Washington National Ins Co	PR121925-7452		12/22/2025	12/22/2025	\$684.02
171	Washington National Ins Co	PR123125-7452		1/2/2026	1/2/2026	\$72.88
<b>Vendor Total:</b>						<b>\$1,743.21</b>
4517649	Yoppify LLC	1096		1/9/2026	1/9/2026	\$5,331.00
4517587	Young Construction Services LLC	079		12/17/2025	12/17/2025	\$17,700.00
<b>Report Total:</b>						<b>\$53,557.85</b>

## **DUCHESNE CITY RESOLUTION 26-03**

### **A RESOLUTION OF DUCHESNE CITY ADOPTING THE WILDLAND-URBAN INTERFACE (WUI) CODE AND OFFICIAL WUI MAPPING IN ACCORDANCE WITH UTAH HOUSE BILL 48**

**WHEREAS**, Utah House Bill 48 requires municipalities to adopt the Wildland-Urban Interface (WUI) Code and official WUI mapping to promote wildfire resilience and public safety; and

**WHEREAS**, Duchesne City has reviewed the Wildland-Urban Interface mapping and understands that the city is **not currently designated as a high-risk Wildland-Urban Interface area**; and

**WHEREAS**, Wildfire risk conditions may change over time due to vegetation growth, climate conditions, development patterns, and updated mapping methodologies; and

**WHEREAS**, The City Council finds it prudent and in the public interest to adopt the WUI Code and official WUI mapping in order to ensure compliance with state law, provide clarity for future development, and prepare for potential future changes in wildfire risk designation; and

**WHEREAS**, The adoption of the WUI Code and mapping does not impose additional requirements on properties not designated as Wildland-Urban Interface areas but establishes a regulatory framework should such designation occur in the future;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUCHESNE CITY:**

#### **SECTION 1. ADOPTION OF WILDLAND-URBAN INTERFACE CODE:**

Duchesne City hereby adopts the **Wildland-Urban Interface Code**, as adopted and amended by the State of Utah, including all state-mandated amendments now in effect or hereafter adopted, as part of the city's building and fire regulations.

#### **SECTION 2. ADOPTION OF OFFICIAL WUI MAPPING:**

Duchesne City hereby adopts the **official Wildland-Urban Interface Map** as prepared or approved. The map is incorporated herein by reference and shall be kept on file at the city offices for public review.

#### **SECTION 3. CURRENT APPLICABILITY:**

Based on the currently adopted WUI mapping, the city is **not designated as a high-risk Wildland-Urban Interface area**, and therefore the provisions of the WUI Code shall not presently apply to properties within the city unless and until such properties are identified as WUI through updated mapping.

#### **SECTION 4. FUTURE UPDATES:**

The city acknowledges that WUI mapping may be updated periodically. Any future designation of Wildland-Urban Interface areas within the city shall be subject to the WUI Code as adopted herein, without the need for additional legislative action by the City Council.

**SECTION 5. ADMINISTRATION AND ENFORCEMENT:**

The WUI Code and mapping shall be administered and enforced by the city's designated official(s), consistent with Utah law.

**SECTION 6. SEVERABILITY:**

If any provision of this resolution or its application is held invalid, such invalidity shall not affect the remaining provisions of this resolution.

**SECTION 7. EFFECTIVE DATE:**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED by the City Council of Duchesne City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.**

By:

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Deborah Herron, Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
Myra Young, City Recorder

## **DUCHESNE CITY RESOLUTION 26-04**

### **A RESOLUTION SUPPORTING PARTICIPATION IN THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLANNING PROCESS AND ADOPTION OF THE ALL HAZARDS MULTI-JURISDICTIONAL MITIGATION PLAN**

**WHEREAS**, the Duchesne City Council desires to prepare and mitigate for such hazards and seeks to promote public health, and general welfare of the jurisdiction and the safe, orderly, and healthful development of the jurisdiction; and

**WHEREAS**, the Duchesne City Council worked with their members and other participating jurisdictions and entities to develop an all-hazards multi-jurisdictional mitigation plan; and

**WHEREAS**, mitigation plans must conform to 44 CFR, Part 201, and all applicable mitigation planning guidance issued by FEMA; and,

**WHEREAS**, a community must be a participant in a current, FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding; and

**WHEREAS**, the Utah Division of Emergency Management supports local mitigation planning and encourages local governments to participate in the All-Hazards Multi-jurisdictional mitigation planning process; and

**WHEREAS**, it is recommended that the Duchesne City Council approve the All-Hazards Multi-Jurisdictional Mitigation Plan Update; and

**WHEREAS**, the Duchesne City Council deems it in the public interest to approve this plan.

### **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF DUCHESNE CITY:**

#### **SECTION 1. PARTICIPATION APPROVED:**

Duchesne City hereby approves its participation in the All-Hazards Multi-Jurisdictional Mitigation Planning process.

#### **SECTION 2. PLAN ADOPTED:**

The All-Hazards Multi-Jurisdictional Mitigation Plan, as prepared and submitted for FEMA review and approval, including any required updates or amendments, is hereby adopted by reference as the official hazard mitigation plan for Duchesne City.

**SECTION 3. AUTHORIZATION:**

The Mayor, City Recorder, and other appropriate City officials are authorized to execute all documents and take all actions necessary to implement this resolution and to submit the adopted plan to the Utah Division of Emergency Management and FEMA.

**SECTION 4. EFFECTIVE DATE:**

This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Duchesne City, Utah, this \_\_\_\_ day of \_\_\_\_\_, 2025.

By:

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Deborah Herron, Mayor

(Seal)

ATTEST:

By: \_\_\_\_\_  
Myra Young, City Recorder

**ORDINANCE NO. 26-01**  
**AN ORDINANCE OF THE CITY COUNCIL OF DUCHESNE CITY, UTAH,**  
**AMENDING TITLE 10, CHAPTER 15 (AIRPORT OVERLAY)**  
**OF THE DUCHESNE CITY MUNICIPAL CODE**

**WHEREAS**, Duchesne City adopted Ordinance No. 25-1 establishing Title 10, Chapter 15, Airport Overlay, of the Duchesne City Municipal Code; and

**WHEREAS**, the City Council has determined that certain clarifications, corrections, and amendments to Title 10, Chapter 15 are necessary to improve accuracy, compliance, and administration of the Airport Overlay regulations; and

**WHEREAS**, the Duchesne City Council conducted a public work meeting on Tuesday, September 16, 2025, and determined that the amendments are in the best interest of the public health, safety, and welfare;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DUCHESNE CITY, UTAH, AS FOLLOWS:**

**SECTION 1 - AMENDMENT**

**TITLE 10, CHAPTER 15 OF THE DUCHESNE CITY MUNICIPAL CODE, TITLED “AIRPORT OVERLAY,” IS HEREBY AMENDED AS FOLLOWS:**

**15.1.4 Definitions**

- D. The following definitions shall apply in the Duchesne Municipal Airport Overlay District:
  3. Airport compatible land uses is hereby amended to clarify the advisory role of the Federal Aviation Administration by adding language stating that the FAA determinations relate to navigable airspace and do not constitute land use authority, and that all land use decisions remain under authority of the City of
  13. Horizontal surface is hereby amended by replacing the term “plane” with “surface” to correct technical terminology and clarify that the horizontal surface may have a defined perimeter.
  17. Primary Surface is hereby amended to clarify that primary surface width and dimensions vary by runway and shall be determined in accordance with the Duchesne Municipal Airport Layout Plan (ALP) and applicable Federal Aviation Administration design standards.
  20. and 21. Transitional surfaces and tree are hereby amended to correct they typographical and technical inconsistencies, clarify that transitional surfaces do not intersect conical surfaces, and remove duplicative vegetation standards that are addressed under the definition of “Obstruction,” without changing regulatory intent.

**15.1.5 Airport Height Limitation Zones**

## I. Permits for Future Uses

1. a. Is hereby amended to clarify when permits are required within the Airport Overlay District, remove duplicative building permit standards that are addressed elsewhere in the City Code, and clarify that FAA review requirements do not replace City permitting authority.

FAA notice requirements is hereby amended to clarify that submittal of FAA Form 7460-1 to the City is required for the informational and coordination purposes only and does not constitute City approval or denial of a permit.

2. Existing uses is hereby amended to clarify where an existing structure, use, or facility subject to this Chapter to the extent required by law, without constituting retroactive enforcement or rendering use nonconforming solely due to the period of discontinuance.

All amendments set forth herein are intended to be clarifying and corrective in nature and shall not be construed to expand permitted land uses, increase height limitations, or impose additional regulatory requirements beyond those previously adopted.

## **SECTION II – EFFECTIVE DATE.**

This ordinance shall take effect immediately upon its being passed by the City Council.

**PASSED AND ADOPTED** by the City Council of Duchesne City, Utah, this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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Deborah Herron, Mayor

[SEAL]

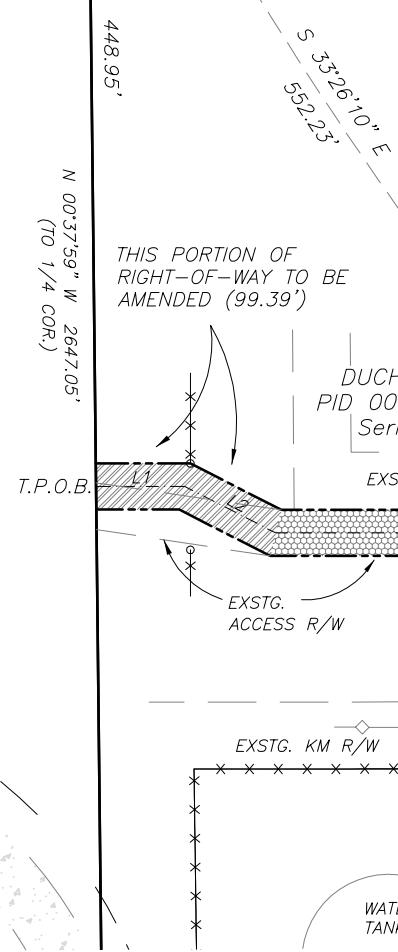
ATTEST:

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Myra Young, City Recorder

SEC 24 SEC 19

SEC 25 SEC 30

FOUND DUCHESNE  
COUNTY MONUMENT  
AT SECTION CORNER

## DESCRIPTION OF 0.063 ACRE RIGHT-OF-WAY

Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian; Thence South  $33^{\circ}26'10''$  East 552.23 feet to the TRUE POINT OF BEGINNING, with the Basis of Bearings being U.S. State Plane NAD83 Utah Central Zone; Thence North  $89^{\circ}56'00''$  East 30.12 feet; Thence South  $00^{\circ}42'38''$  East 91.70 feet; Thence South  $89^{\circ}56'33''$  West 30.12 feet; Thence North  $00^{\circ}42'42''$  West 91.70 feet to said TRUE POINT OF BEGINNING. Contains 0.063 acres.

## DESCRIPTION OF ACCESS RIGHT-OF-WAY

A 24 feet wide ingress/egress right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 12 feet on each side of the following described centerline; Commencing at the Northwest Corner of said Section 30, Thence South  $00^{\circ}37'59''$  East 448.95 feet along the West line of the NW1/4 of said Section 30 to the TRUE POINT OF BEGINNING Thence North  $90^{\circ}00'00''$  East 46.24 feet; Thence South  $62^{\circ}56'42''$  East 53.15 feet; Thence North  $89^{\circ}55'28''$  East 143.90 feet; Thence South  $00^{\circ}42'43''$  East 88.12 feet to the North line of an existing pipeline right-of-way. Said described ingress/egress right-of-way being 331.41 feet in length, with the sidelines being shortened or elongated to intersect said Section lines and said existing right-of-way lines.

0.063 ACRE (NEW)  
PERMANENT  
RIGHT-OF-WAY

## TOTAL LENGTH (ACCESS)

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY	331.41	20.085
(AMENDED)	99.39	6.024
(NON-AMND.)	232.02	14.062

## AREA OF PERMANENT RIGHT-OF-WAY

NAME	AREA
DUCH CITY	0.063 (TOTAL)

## LEGEND

- x — x — FENCE LINE
- w — w — APPROXIMATE EXISTING WATER LINE
- ◇ — ◇ — APPROXIMATE EXISTING PIPELINE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N $90^{\circ}00'00''$ E	46.24'
L2	S $62^{\circ}56'42''$ E	53.15'
L3	N $89^{\circ}55'28''$ E	143.90'
L4	S $00^{\circ}42'43''$ E	88.12'

## SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCHESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

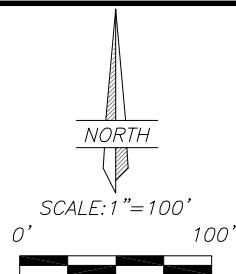
DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPSOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

RIGHT-OF-WAY AMENDMENT SURVEY FOR

KINDER MORGAN

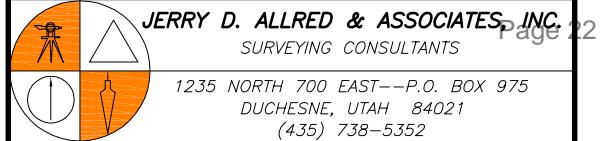
## SECTION 8 LATERAL

SECTION 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCHESNE COUNTY, UTAH

D. Ryan Allred, Professional Land Surveyor,  
Certificate No. 376084, (Utah)

PAGE 1 OF 1 9 JAN 2026 12-121-724



## RIGHT OF WAY AND EASEMENT

STATE OF UTAH )  
                    )  
COUNTY OF DUCHESNE )§  
                    )

Moon Farm – Section 8 Lateral

KNOW ALL BY THESE PRESENTS:

That the undersigned, **Duchesne City Corporation**, (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **Kinder Morgan Altamont LLC**, a Delaware limited liability company, having its principal office at 1001 Louisiana Street, Houston, Texas 77002, its successors and assigns (hereinafter called GRANTEE), a permanent right of way and easement (hereinafter called the Right of Way) to construct, maintain and/or use a road for the purpose of accessing, maintaining, patrolling a pipeline or pipelines, along with the purpose of laying, constructing, operating, maintaining, patrolling, altering, repairing, changing the size of, replacing or removing pipelines, whether buried underground, laying on the surface, or above the surface, electrical power lines, whether buried or overhead, and/or communication lines and all related equipment and appurtenances thereto, which include, but are not limited to, meters, fittings, tie-overs, valves, cathodic protection equipment and launchers and receivers, and no above ground appurtenances will be over 10' (Ten Feet) in height (hereinafter called the Pipeline), for the transportation of natural gas, other gases, oil, any hydrocarbons in exchange for oil, petroleum products, produced water, fresh water, and any other substances, whether similar or dissimilar, along routes convenient for GRANTEE, under, over and across the tract or tracts of land of GRANTOR, and being the same lands as recorded in Duchesne County Recorders at Entry Nos. 374121, 399760, 399759, 373556, 457403, 353557, 377317 more particularly described as follows:

### See attached Exhibit A

and which is more particularly shown on Plat, marked Exhibit B, and by this reference made part hereof. GRANTEE'S Right of Way and Easement shall be Seventy Feet (70') for construction and Twenty Feet (20') for the permanent easement EXCEPT as shown on Exhibit B at L4, where the Easement shall be Thirty Five and one half Feet (35.5') for construction and Fifteen Feet (15') for the permanent easement along with a Twenty Four Feet wide (24') access road, a .107 acre additional temporary workspace, and a 1.91 acre temporary Lay Down Yard, extending on, over and across the above-described land.

GRANTOR represents and warrants that GRANTOR is the owner in fee simple of the land hereinabove described, subject only to outstanding mortgages, if any, now of record in said county and, in the event of default by GRANTOR, GRANTEE shall have the right to discharge or redeem for GRANTOR, in whole or in part, any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and rights incident thereto. This Right of Way and Easement shall cover and bind all of GRANTOR'S interest in the lands described above, whether now owned or hereinafter acquired.

GRANTEE agrees to compensate GRANTOR at a rate of \$0.12/foot for permanent Right of Way for on-airport parcels totaling \$13,735.42, and \$31,814.00 for temporary Right of Way, \$559.31 for the additional temporary workspace, and \$9,983.95 for the temporary lay-down yard for on-airport parcels, for a total payment of \$56,093.10 for on-airport parcels. GRANTEE agrees to an annual payment of \$13,735.42 each year on the anniversary of the date of signing this Easement for as long as GRANTEE continues to use said on-airport parcels as specified within this document.

GRANTEE, its successors and assigns, is hereby expressly given and granted the right to assign the Right of Way herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

GRANTOR, and its successors, heirs or assigns, reserves all oil, gas and minerals on and under said lands and the right to farm, graze and otherwise fully use and enjoy said lands, provided, however, GRANTOR, its successors, heirs or assigns, shall not hinder, conflict or interfere with GRANTEE's surface or subsurface rights hereunder or in any way disturb its Pipeline facilities. GRANTOR shall not plant trees, including trees considered as a growing crop, on the Right of Way. No other roads shall be constructed throughout the Right of Way, and GRANTOR agrees not to increase or decrease the elevation of the earth within the right of way without GRANTEE's prior written consent. GRANTEE shall have the right hereafter to cut, mow and/or use appropriate herbicides to keep clear all trees, brush, invasive plants or noxious weeds, and to remove any other obstructions that may injure, endanger or interfere with the construction, maintenance and use of said Pipeline. GRANTEE shall have all privileges necessary or convenient for the full use of the rights herein granted, together with ingress and egress along said Right of Way and over and across said lands. GRANTOR, and its successors and assigns shall not, without GRANTEE's written consent, disturb the surface of the Right of Way in a manner which will result in the removal of surface cover from the Pipeline. No excavation, change of grade or water impoundment may be made on and no structure shall be erected or placed on the Right of Way herein granted without the prior written consent of GRANTEE. GRANTEE will contact airport manager at least 24 hours in advance before entering the airport property for construction and routine maintenance. In Emergency situations, GRANTEE will notify the airport manager as soon as possible.

GRANTEE agrees to pay for damages to crops, pasture, and fences which may arise from laying, constructing, maintaining, operating, altering, repairing, replacing or removing said Pipeline. GRANTEE shall compensate GRANTOR for any loss or injury to livestock arising from GRANTEE's construction activities.

All fences that must be cut in order to accomplish any of the purposes herein above granted to GRANTEE shall be "H" braced on each side of the area covered by this grant and the wire secured so that when the fence is cut, the remainder of the fence shall not go slack or be slackened and, after said installation or repair, said fence shall be replaced in as good as condition as said fence was before cutting.

GRANTEE shall take all necessary measures to maintain proper drainage to prevent erosion of the surface of the Right of Way and, further, at the completion thereof, to re-contour and re-seed all disturbed areas with seed mixture as recommended or approved by appropriate regulatory agencies.

GRANTEE and GRANTOR shall not be responsible for injury to persons or damage to property from any cause outside their control including, without limitation, negligence or intentional acts of the other or third-party persons.

GRANTOR acknowledges and agrees that GRANTEE shall have the right to modify the location of the Easement Area and/or Temporary Work Space within the Property as a result of various engineering factors or to correct the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. In the event such a modification is required by GRANTEE, GRANTEE may modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" referring to this instrument and setting forth the modified legal description of the Easement Area and/or Temporary Work Space, which description may be set forth by map attached to said Notice. A copy of the Notice shall be delivered to GRANTOR. Without limiting GRANTEE's right to modify the location of the Easement Area and/or Temporary Work Space by recording a "Notice of Location" as aforesaid, GRANTOR agrees to execute and deliver to GRANTEE any additional documents GRANTEE may request to modify or correct

the legal description of the Easement Area and/or Temporary Work Space to conform with the actual location of the required Easement Area and/or Temporary Work Space. If such documents are required, they will be prepared by GRANTEE at its expense. GRANTOR shall receive additional reasonable compensation only if the acreage within the Easement Area and/or Temporary Work Space increases as a result of the changed location.

TO HAVE AND TO HOLD the said rights and privileges unto said GRANTEE, which shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by GRANTEE and its successors and assigns, forever. The undersigned hereby binds itself, and its heirs, executors, administrators, successors and assigns to warrant and forever defend all and singular premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Non-use or limited use of the rights granted in this document shall not prevent GRANTEE from later use of the rights granted herein, and the rights granted in this document may only be released by GRANTEE through its use of a recorded instrument indicating GRANTEE'S clear intention to release certain rights and only such rights clearly indicated as being released in such instrument shall be released, with all other rights granted herein reserved to GRANTEE, its successors and assigns.

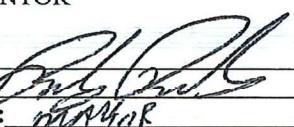
No change in ownership of said lands shall be binding upon GRANTEE until the document of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof is delivered to GRANTEE.

This Right of Way and Easement contains the entire agreement between the Parties as to the subject matter described herein, and the Parties agree that no other promises or representations have been made which would alter or otherwise modify the terms set forth herein. This Right of Way and Easement may be signed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

By its acceptance and use of the right of way and easement herein granted, GRANTEE agrees to perform all of its obligations herein.

IN WITNESS WHEREOF, the GRANTOR has duly executed this Right Of Way and Easement this 29 day of December, 2025.

GRANTOR

By:   
Title: Manager  
Duchesne City Corporation

GRANTEE

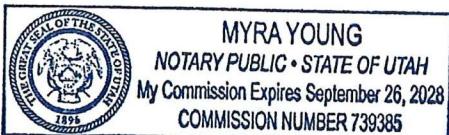
  
By: James B. Connors  
Attorney-in-Fact  
Kinder Morgan Altamont LLC

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## ACKNOWLEDGEMENT

STATE OF UTAH )  
                    ) SS  
COUNTY OF DUCHESNE )

On the 29 day of December 2025, before me the undersigned authority, appeared Rodney Rowley, to me personally known, who, being sworn did say that he/she is a(n) Mayor for Duchesne City Corporation, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.



[SEAL]

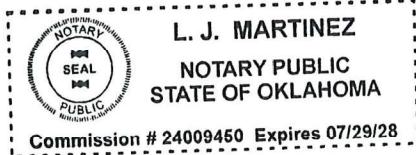
Myra Young  
Notary Public

My Commission Expires: 9/26/28

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA )  
                    ) SS  
COUNTY OF TULSA )

On the 29 day of December, 2025, before me the undersigned authority, appeared James B. Connors, to me personally known, who, being sworn did say that he is an Attorney-in-Fact for Kinder Morgan Altamont LLC, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.



[SEAL]

L. J. Martinez  
Notary Public

My Commission Expires: 07/29/28

## EXHIBIT A

### Section 30, Township 3 South, Range 4 West, USM

Beginning at the Northeast corner of Section 30, thence South  $00^{\circ}19'34''$  East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South  $89^{\circ}45'17''$  West 1306.87 feet to an existing fence; thence North  $71^{\circ}50'47''$  West 1027.28 feet along said fence; thence North  $31^{\circ}45'41''$  West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North  $89^{\circ}28'48''$  East 129.62 feet to the North quarter corner of said Section 30; thence North  $89^{\circ}29'42''$  East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South  $89^{\circ}17'08''$  West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North  $03^{\circ}15'33''$  West 741.39 feet along said fence and extension thereof; thence South  $89^{\circ}45'17''$  East 824.66 feet to the East line of said Northeast quarter; thence South  $00^{\circ}19'34''$  East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899

### Section 19, Township 3 South, Range 4 West USB&M

Beginning at the South quarter corner of Section 19, thence South  $89^{\circ}28'48''$  West 129.62 feet along the South line of the Southwest quarter of said Section 19 to an existing fence; thence North  $31^{\circ}45'41''$  West 1546.65 feet along said fence and extension thereof to the North line of the Southwest quarter of said Southwest quarter, thence North  $89^{\circ}25'09''$  East 943.26 feet to the Northeast corner of the Southeast quarter of said Southwest quarter; thence South  $00^{\circ}01'23''$  East 1323.42 feet to the point of beginning. Parcel No. 00-0008-0253

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3959.83 feet along the West line of said Section to the extension of the South line of parcel 19-41, Blue Bench Ranches; thence North  $89^{\circ}26'40''$  East 880.25 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 350.25 feet to the North line of said parcel; thence North  $89^{\circ}58'50''$  East 398.51 feet to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  East 346.51 feet to the Southeast corner of said parcel; thence South  $89^{\circ}26'40''$  West 399.13 feet to the true point of beginning. Parcel No. 00-0034-9667

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3601.35 feet, along the West line of said Section, to the extension of the South line of parcel 19-40, Blue Bench Ranches; thence North  $89^{\circ}58'50''$  East 880.36 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 353.83 feet, to the North line of said parcel; thence South  $89^{\circ}52'20''$  East 397.90 feet, to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  east 352.81 feet, to the Southeast corner of said parcel; thence South  $89^{\circ}58'50''$  West 398.51 feet, to the true point of beginning. Parcel No. 00-0034-7117

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3245.25 feet along the West line of said Section to the extension of the South line of parcel 19-39, Blue Bench Ranches; thence South  $89^{\circ}52'20''$  East 880.51 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 362.36 feet to the North line of said parcel; thence North  $89^{\circ}54'58''$  East 397.27 feet to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  East 363.83 feet to the Southeast corner of said parcel; thence North  $89^{\circ}52'20''$  West 397.90 feet to the true point of beginning. Parcel No. 00-0034-9668

**Section 19, Township 3 South, Range 4 West USM**

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2886.15 feet along the West line of said Section to the extension of the South line of parcel 19-20, Blue Bench Ranches; thence North 89°54'58" East 880.67 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.56 feet to the North line of said parcel; thence North 89°58'14" East 396.65 feet to the Northeast corner of said parcel; thence South 00°04'02" East 358.18 feet to the Southeast corner of said parcel; thence South 89°54'58" West 397.27 feet to the true point of beginning. Parcel No. 00-0034-9669

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2526.75 feet, along the West line of said Section, to the extension of the South line of parcel 19-19, Blue Bench Ranches; thence North 89°58'14" East 880.82 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.37 feet, to the North line of said parcel; thence North 89°59'31" East 396.04 feet, to the Northeast corner of said parcel; thence South 00°04'02" East 358.22 feet, to the Southeast corner of said parcel; thence South 89°58'14" West 396.65 feet, to the true point of beginning. Parcel No. 00-0034-7128

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest Corner of Section 19; Thence South 00°00'25" West 2168.05 feet along the West line of said Section to the extension of the South Line of parcel 19-18, BLUE BENCH RANCHES; Thence North 89°59'31" East 880.98 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; Thence North 00°01'54" East 357.64 feet to the North line said parcel 19-18; Thence South 89°58'23" East 395.42 feet to the Northeast Corner of said parcel; Thence South 00°04'02" East 357.39 feet to the Southeast Corner of said parcel; Thence South 89°59'31" West 396.04 feet to the TRUE POINT OF BEGINNING. Parcel No. 00-0018-0170



EXHIBIT "B"

**DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SEC. 30)**

A 15 feet wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 3 feet on the right and 12 feet on the left sides of the following described centerline; Commencing at the Southwest Corner of Section 30; Thence North 88°36'19" East 932.43 feet along the South line of the SW1/4 of the SW1/4 of said Section 31 to the TRUE POINT OF BEGINNING with the Basis of Bearings being US STATE PLANE NAD83 UTAH CENTRAL ZONE; Thence North 00°52'43" West 84.96 feet. Said described right-of-way being 84.96 feet in length, with the sidelines being shortened or elongated to intersect existing parcel and right-of-way lines. TOGETHER WITH 20.5 feet wide temporary right-of-way running alongside the left side of said right-of-way, and extending into said right-of-way lines.

**DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SEC. 30)**

A 20 feet wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 10 feet on each side of the following described centerline; Commencing at the Southwest Corner of Section 30; Thence North 88°36'19" East 932.43 feet along the South line of the SW1/4 of the SW1/4 of said Section 31 with the Basis of Bearings being US STATE PLANE NAD83 UTAH CENTRAL ZONE; Thence North 00°52'43" West 84.96 feet to the TRUE POINT OF BEGINNING; Thence North 77°16'30" West 126.24 feet; Thence North 59°36'40" West 64.87 feet to the West Boundary of the Duchesne City parcel. Said described right-of-way being 191.11 feet in length, with the sidelines being shortened or elongated to intersect existing parcel and right-of-way lines. TOGETHER WITH 50 feet wide temporary right-of-way running alongside the right side of said right-of-way, and extending into property and right-of-way lines.

**DESCRIPTION OF TEMPORARY STAGING AREA & ACCESS (SECTION 30-DUCESNE CITY CORP.)**

Commencing at the Southwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian; Thence North 01°30'17" East 906.43 feet to the TRUE POINT OF BEGINNING; Thence South 87°39'41" East 41.96 feet; Thence South 79°13'21" East 224.91 feet; Thence North 45°43'22" East 48.86 feet; Thence North 90°00'00" East 106.28 feet; Thence South 00°40'16" East 168.88 feet; Thence South 42°11'21" East 197.78 feet; Thence South 89°45'09" West 272.40 feet; Thence North 31°09'11" West 326.50 feet; Thence North 75°44'36" West 61.96 feet; Thence North 87°39'41" West 37.30 feet; Thence North 00°34'54" West 30.04 feet to said TRUE POINT OF BEGINNING, containing 1.91 acres.

**TOTAL LENGTHS**

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCESNE CITY CORP	276.07	16.732

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

**SURVEYOR'S CERTIFICATE**

I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

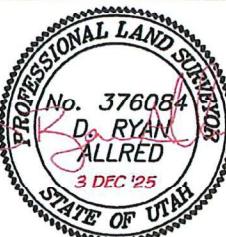
RIGHT-OF-WAY SURVEY FOR

**KINDER MORGAN**

**SECTION 8 LATERAL**

SECTION 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH



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JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS

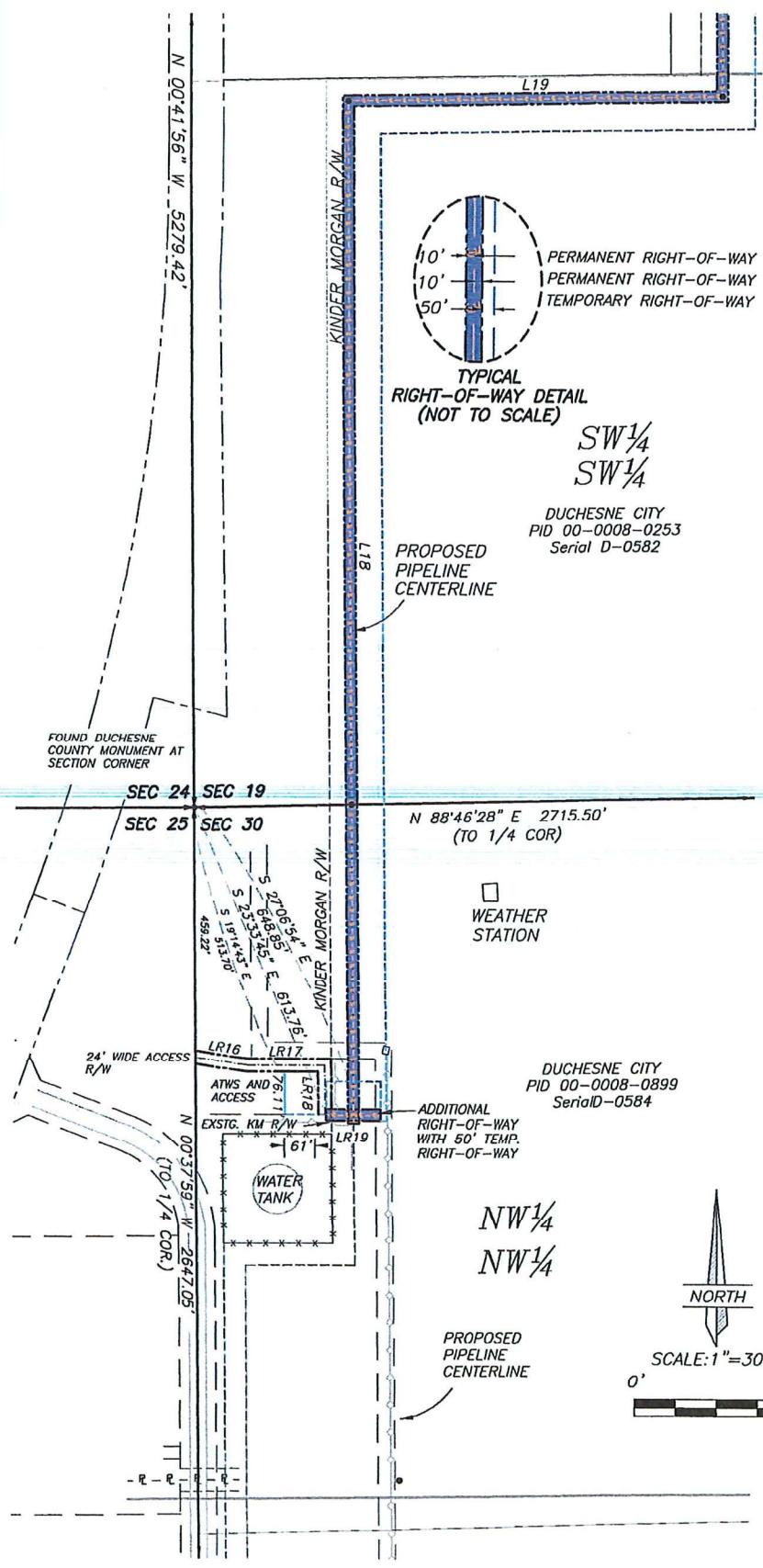
1235 NORTH 700 EAST--P.O. BOX 975  
DUCESNE, UTAH 84021  
(435) 738-5352

## EXHIBIT "B"

RIGHT-OF-WAY SURVEY FOR

**KINDER MORGAN****SECTION 8 LATERAL**

SECTIONS 19 &amp; 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH

LINE TABLE		
LINE	BEARING	DISTANCE
L18	N 00°42'42" W	1863.35'
L19	N 88°49'35" E	686.50'
LR19	N 89°56'33" E	100.19'

LINE	BEARING	DISTANCE
LR16	S 81°43'08" E	96.48'
LR17	N 89°56'00" E	141.90'
LR18	S 00°42'43" E	88.12'

## TOTAL LENGTHS (PIPELINE)

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY	4991.50	302.515

## TOTAL LENGTHS (ACCESS)

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY	326.50	19.788

## LEGEND

- C — CENTERLINE OF RIGHT-OF-WAY
- X — FENCE LINE
- S — APPROXIMATE EXISTING WATER LINE
- P — APPROXIMATE EXISTING PIPELINE
- L — APPROXIMATE OVERHEAD POWER LINE
- T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

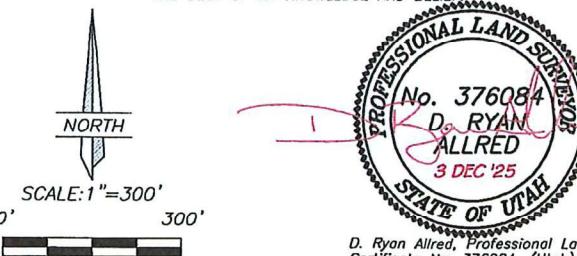
## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLISSOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

## SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.



D. Ryan Allred, Professional Land Surveyor,  
Certificate No. 376084, (Utah)

PAGE 1 OF 3 3 DEC 2025 12-121-724

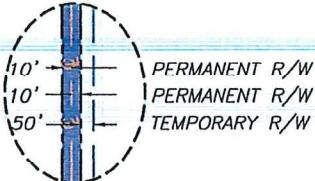
JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975  
DUCESNE, UTAH 84021  
(435) 738-5352

## EXHIBIT "B"

SW $\frac{1}{4}$   
NW $\frac{1}{4}$ 

LINE TABLE		
LINE	BEARING	DISTANCE
L20	N 00°40'28" W	2026.21'
L21	N 45°16'04" E	52.15'
L22	N 89°19'32" E	263.09'

TYPICAL  
RIGHT-OF-WAY DETAIL  
(NOT TO SCALE)

## LEGEND

- C — CENTERLINE OF RIGHT-OF-WAY
- X — FENCE LINE
- APPROXIMATE EXISTING WATER LINE
- ◊ — APPROXIMATE EXISTING PIPELINE
- T — APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

## SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

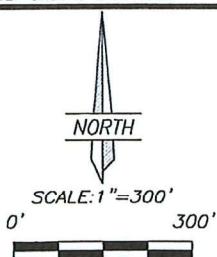
## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

RIGHT-OF-WAY SURVEY FOR  
**KINDER MORGAN**  
SECTION 8 LATERAL  
SECTION 19

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH

D. Ryan Allred, Professional Land Surveyor,  
Certificate No. 376084, (Utah)

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JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS1235 NORTH 700 EAST--P.O. BOX 975  
DUCESNE, UTAH 84021  
(435) 738-5352

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EXHIBIT "B"

**DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SECS. 19 & 30)**

A 20 foot wide right-of-way corridor over portions of Sections 19 & 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 10 feet on each side of the following described centerline;  
TOGETHER WITH a 50.00 foot wide temporary right-of-way along the right side of the following described centerline;  
Commencing at the Northwest Corner of said Section 30;  
Thence South 27°06'54" East 648.85 feet to the TRUE POINT OF BEGINNING;  
Thence North 00°42'42" West 1863.36 feet;  
Thence North 88°49'35" East 686.50 feet;  
Thence North 00°40'28" West 2026.21 feet;  
Thence North 45°10'10" East 52.15 feet;  
Thence North 89°19'32" East 263.09 feet to the East line of that Parcel having an ID number of 00-0008-0170. Said described right-of-way being 4891.31 feet in length, with the sidelines being shortened or elongated to intersect said property line.

**DESCRIPTION OF ADDITIONAL PIPELINE RIGHT-OF-WAY**

A 20.00 foot wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 10 feet on each side of the following described centerline;  
TOGETHER WITH a 50.00 foot wide temporary right-of-way along the left side of the following described centerline;  
Commencing at the Northwest Corner of said Section 30;  
Thence South 23°33'51" East 613.76 feet to the TRUE POINT OF BEGINNING;  
Thence North 89°56'33" East 100.19 feet to an existing pipeline. Said described right-of-way being 100.19 feet in length, with the sidelines being shortened or elongated to intersect said right-of-way.

**DESCRIPTION OF ACCESS**

A 24 feet wide access right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 12 feet on each side of the following described centerline;  
Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian;  
Thence South 00°37'59" East 459.22 feet to the TRUE POINT OF BEGINNING;  
Thence South 81°43'08" East 96.48 feet;  
Thence North 89°56'00" East 141.90 feet;  
Thence South 00°42'43" East 88.12 feet. Said described right-of-way being 326.50 feet in length, with the sidelines being shortened or elongated to intersect section and existing right-of-way lines.

**DESCRIPTION OF TEMPORARY STAGING AREA & ACCESS (SECTION 30-DUCESNE CITY CORP.)**

Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian;  
Thence South 19°14'43" East 513.70 feet to the TRUE POINT OF BEGINNING;  
Thence North 89°56'00" East 61.00 feet;  
Thence South 00°42'43" East 76.12 feet;  
Thence South 89°56'33" West 61.00 feet;  
Thence North 00°42'42" West 76.11 feet to said TRUE POINT OF BEGINNING, containing 0.107 acres.

**TOTAL LENGTHS (PIPELINE)**

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY	4991.50	302.515

**TOTAL LENGTHS (ACCESS)**

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCESNE CITY CORP	326.50	19.788

**BASIS OF BEARINGS**

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

**SURVEYOR'S CERTIFICATE**

I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

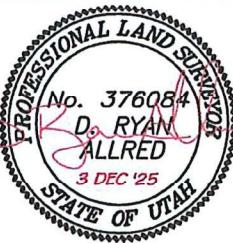
RIGHT-OF-WAY SURVEY FOR

**KINDER MORGAN**

**SECTION 8 LATERAL**

**SECTION 19**

**TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH**



PAGE 3 OF 3

3 DEC 2025

12-121-724

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SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975  
DUCESNE, UTAH 84021  
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Page 33

## AMENDMENT TO MEMORANDUM OF PIPELINE RIGHT OF WAY AND EASEMENT

This Amendment to Memorandum of Pipeline Right of Way and Easement ("Memorandum"), dated effective this \_\_\_\_ day of \_\_\_\_\_, 2026, ("Effective Date"), is made by and between **Duchesne City Corporation**, ("Grantor"), and **Kinder Morgan Altamont LLC** ("Grantee"), a Delaware limited liability company, whose address is 1001 Louisiana Street, Houston, Texas, 77002.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above named Grantor and Grantee have executed that certain *Amendment to Pipeline Right of Way and Easement* (the "Amendment"), dated effective as of the Effective Date, which governs Grantee's use of a non-exclusive easement ("Right-of-Way") over, across and through the surface of the following described lands owned by Grantor in Duchesne County, Utah:

### Section 30, Township 3 South, Range 4 West, USM

Beginning at the Northeast corner of Section 30, thence South 00°19'34" East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South 89°45'17" West 1306.87 feet to an existing fence; thence North 71°50'47" West 1027.28 feet along said fence; thence North 31°45'41" West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North 89°28'48" East 129.62 feet to the North quarter corner of said Section 30; thence North 89°29'42" East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South 89°17'08" West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North 03°15'33" West 741.39 feet along said fence and extension thereof; thence South 89°45'17" East 824.66 feet to the East line of said Northeast quarter; thence South 00°19'34" East 726.86 feet along said East line to the point of beginning. **Parcel #00-0008-0899**

(the "Premises"). Said Right-of-Way, which is more particularly shown in **Exhibit "A"** attached hereto and made a part hereof, is hereby amended to reflect changes made to the Original Easement; and shown on the attached **Exhibit "B"** for adjustments made to the Permanent Right of Way and access road, and for changes to the Compensation language.

The Amendment shall remain in full force and effect from the Effective Date, subject to the termination provisions of the Agreement.

The Amendment is binding upon Grantor and Grantee and their respective successors and assigns. Executed copies of the Amendment are maintained in the possession of Grantor and Grantee.

This Amendment to Memorandum is placed of record for the purpose of giving notice of the Amendment and is given in lieu of recording the Amendment to Pipeline Right of Way and Easement in the records of Duchesne County, Utah. This Amendment to Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

This instrument is executed as of the dates of acknowledgement below, but effective for all purposes as of the Effective Date.

**GRANTOR:**

**By: Deborah Herron  
Mayor  
Duchesne City Corporation**

## ACKNOWLEDGEMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF DUCHESNE )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned authority, appeared **Deborah Herron**, to me personally known, who, being sworn did say that she is a Mayor for Duchesne City Corporation, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

## Notary Public

[SEAL]

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

## **KINDER MORGAN ALTAMONT LLC**

By: \_\_\_\_\_  
Name: James B. Connors  
Title: Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA §  
COUNTY OF TULSA §

The foregoing instrument was acknowledged before me on this day of \_\_\_\_\_, 2026, by **James B. Connors** as Attorney-in-Fact for Kinder Morgan Altamont LLC, a Delaware limited liability company, on behalf of said company.

## NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## EXHIBIT A

### Section 30, Township 3 South, Range 4 West, USM

Beginning at the Northeast corner of Section 30, thence South 00°19'34" East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South 89°45'17" West 1306.87 feet to an existing fence; thence North 71°50'47" West 1027.28 feet along said fence; thence North 31°45'41" West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North 89°28'48" East 129.62 feet to the North quarter corner of said Section 30; thence North 89°29'42" East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South 89°17'08" West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North 03°15'33" West 741.39 feet along said fence and extension thereof; thence South 89°45'17" East 824.66 feet to the East line of said Northeast quarter; thence South 00°19'34" East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899

### Section 19, Township 3 South, Range 4 West USB&M

Beginning at the South quarter corner of Section 19, thence South 89°28'48" West 129.62 feet along the South line of the Southwest quarter of said Section 19 to an existing fence; thence North 31°45'41" West 1546.65 feet along said fence and extension thereof to the North line of the Southwest quarter of said Southwest quarter, thence North 89°25'09" East 943.26 feet to the Northeast corner of the Southeast quarter of said Southwest quarter; thence South 00°01'23" East 1323.42 feet to the point of beginning. Parcel No. 00-0008-0253

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3959.83 feet along the West line of said Section to the extension of the South line of parcel 19-41, Blue Bench Ranches; thence North 89°26'40" East 880.25 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 350.25 feet to the North line of said parcel; thence North 89°58'50" East 398.51 feet to the Northeast corner of said parcel; thence South 00°04'02" East 346.51 feet to the Southeast corner of said parcel; thence South 89°26'40" West 399.13 feet to the true point of beginning. Parcel No. 00-0034-9667

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3601.35 feet, along the West line of said Section, to the extension of the South line of parcel 19-40, Blue Bench Ranches; thence North 89°58'50" East 880.36 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 353.83 feet, to the North line of said parcel; thence South 89°52'20" East 397.90 feet, to the Northeast corner of said parcel; thence South 00°04'02" east 352.81 feet, to the Southeast corner of said parcel; thence South 89°58'50" West 398.51 feet, to the true point of beginning. Parcel No. 00-0034-7117

### Section 19, Township 3 South, Range 4 West USB&M

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 3245.25 feet along the West line of said Section to the extension of the South line of parcel 19-39, Blue Bench Ranches; thence South 89°52'20" East 880.51 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 362.36 feet to the North line of said parcel; thence North 89°54'58" East 397.27 feet to the Northeast corner of said parcel; thence South 00°04'02" East 363.83 feet to the Southeast corner of said parcel; thence North 89°52'20" West 397.90 feet to the true point of beginning. Parcel No. 00-0034-9668

**Section 19, Township 3 South, Range 4 West USM**

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2886.15 feet along the West line of said Section to the extension of the South line of parcel 19-20, Blue Bench Ranches; thence North 89°54'58" East 880.67 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.56 feet to the North line of said parcel; thence North 89°58'14" East 396.65 feet to the Northeast corner of said parcel; thence South 00°04'02" East 358.18 feet to the Southeast corner of said parcel; thence South 89°54'58" West 397.27 feet to the true point of beginning. Parcel No. 00-0034-9669

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2526.75 feet, along the West line of said Section, to the extension of the South line of parcel 19-19, Blue Bench Ranches; thence North 89°58'14" East 880.82 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North 00°01'54" East 358.37 feet, to the North line of said parcel; thence North 89°59'31" East 396.04 feet, to the Northeast corner of said parcel; thence South 00°04'02" East 358.22 feet, to the Southeast corner of said parcel; thence South 89°58'14" West 396.65 feet, to the true point of beginning. Parcel No. 00-0034-7128

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest Corner of Section 19; Thence South 00°00'25" West 2168.05 feet along the West line of said Section to the extension of the South Line of parcel 19-18, BLUE BENCH RANCHES; Thence North 89°59'31" East 880.98 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; Thence North 00°01'54" East 357.64 feet to the North line said parcel 19-18; Thence South 89°58'23" East 395.42 feet to the Northeast Corner of said parcel; Thence South 00°04'02" East 357.39 feet to the Southeast Corner of said parcel; Thence South 89°59'31" West 396.04 feet to the TRUE POINT OF BEGINNING. Parcel No. 00-0018-0170

**AMENDMENT TO  
RIGHT OF WAY AND EASEMENT**

STATE OF UTAH )  
 )§  
COUNTY OF DUCHESNE )

**KNOW ALL MEN BY THESE PRESENTS THAT**

**WHEREAS**, by a Memorandum of Right of Way and Easement dated December 29, 2025, recorded at Reception No. 591412 in the County Clerk's Office of Duchesne County, Utah, **Duchesne City Corporation**, hereinafter referred to as GRANTOR, did grant unto **Kinder Morgan Altamont LLC**, as GRANTEE, a Right of Way and Easement ("Original Easement") in, under, over and across a tract of land in Duchesne County, Utah, for the purpose of a Right of Way, which is more particularly described as follows:

## **Section 30, Township 3 South, Range 4 West, USM**

Beginning at the Northeast corner of Section 30, thence South  $00^{\circ}19'34''$  East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South  $89^{\circ}45'17''$  West 1306.87 feet to an existing fence; thence North  $71^{\circ}50'47''$  West 1027.28 feet along said fence; thence North  $31^{\circ}45'41''$  West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North  $89^{\circ}28'48''$  East 129.62 feet to the North quarter corner of said Section 30; thence North  $89^{\circ}29'42''$  East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South  $89^{\circ}17'08''$  West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North  $03^{\circ}15'33''$  West 741.39 feet along said fence and extension thereof; thence South  $89^{\circ}45'17''$  East 824.66 feet to the East line of said Northeast quarter; thence South  $00^{\circ}19'34''$  East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899,

and, which is more particularly shown on Plat, marked Exhibit A, and by this reference made part hereof, and an adjustment to the compensation language in the Original Easement, and;

**WHEREAS**, the GRANTOR and GRANTEE now desire to modify, alter, add to, define and change certain provisions of the Original Easement through this Amendment to Right of Way and Easement, hereinafter referred to as "Amendment";

**NOW, THEREFORE**, in consideration of Ten Dollars (\$10.00), the mutual benefits to be obtained herefrom and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is the desire of GRANTOR and GRANTEE to correct, modify or amend the description of the above described route under, over and across the tract or tracts of land of GRANTOR, more particularly described as follows:

## **Section 30, Township 3 South, Range 4 West, USM**

Beginning at the Northeast corner of Section 30, thence South  $00^{\circ}19'34''$  East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South  $89^{\circ}45'17''$  West 1306.87 feet to an existing fence; thence North  $71^{\circ}50'47''$  West 1027.28 feet along said fence; thence North  $31^{\circ}45'41''$  West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North  $89^{\circ}28'48''$  East 129.62 feet to the North quarter corner of said Section 30; thence North  $89^{\circ}29'42''$  East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South  $89^{\circ}17'08''$  West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North  $03^{\circ}15'33''$  West 741.39 feet along said fence and extension thereof; thence South  $89^{\circ}45'17''$  East 824.66

feet to the East line of said Northeast quarter; thence South 00°19'34" East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899

and, which is more particularly shown on Plat, marked Exhibit B, and by this reference made part hereof, and also;

GRANTEE agrees to an adjusted annual payment of \$14,250.60 each year on the anniversary of the date of signing the Original Easement for as long as GRANTEE continues to use said on-airport parcels as specified within this document, to compensate for the adjustments to the Right of Way, which is hereby amended to be .063 acres or 2744.28 square feet, and the 4.91 additional feet added to the access road.

Except as otherwise amended by this Amendment, the ORIGINAL EASEMENT shall remain unchanged and in full force and effect. In the event of a conflict between the provisions of the ORIGINAL EASEMENT and the provisions this Amendment, the provisions of this Amendment shall control.

IN WITNESS WHEREOF, GRANTOR has duly executed this Amendment to Easement and Right-of-Way Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

GRANTORS

GRANTEE

---

By: Deborah Herron  
Mayor  
Duchesne City Corporation

---

By: James B. Connors  
Attorney-in-Fact  
Kinder Morgan Altamont LLC

[This space left blank intentionally]

### **ACKNOWLEDGEMENT**

STATE OF UTAH )  
                  )§  
COUNTY OF DUCHESNE )

On the \_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned authority, appeared **Deborah Herron**, to me personally known, who, being sworn did say that she is the Mayor for Duchesne City Corporation, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

[SEAL]

---

Notary Public

My Commission Expires: \_\_\_\_\_

### **ACKNOWLEDGEMENT**

STATE OF OKLAHOMA )  
                  )§  
COUNTY OF TULSA )

On the \_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned authority, appeared **James B. Connors**, to me personally known, who, being sworn did say that he is an Attorney-in-Fact for Kinder Morgan Altamont LLC, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

[SEAL]

---

Notary Public

My Commission Expires: \_\_\_\_\_

## MEMORANDUM OF RIGHT-OF-WAY AGREEMENT

This **Memorandum of Pipeline Right of Way and Easement** ("Memorandum"), dated effective this 29 day of December, 2025, ("Effective Date"), is made by and between **Duchesne City Corporation**, ("Grantor"), and **Kinder Morgan Altamont LLC** ("Grantee"), a Delaware limited liability company, whose address is 1001 Louisiana Street, Houston, Texas, 77002.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the above named Grantor and Grantee have executed that certain *Pipeline Right of Way and Easement* (the "Easement"), dated effective as of the Effective Date, which governs Grantee's use of a non-exclusive easement ("Right-of-Way") over, across and through the surface of the following described lands owned by Grantor in Duchesne County, Utah:

### See attached Exhibit "A"

(the "Premises"). Said Right-of-Way, which is more particularly shown in **Exhibit "B"** attached hereto and made a part hereof, is granted for the purpose of surveying, constructing, maintaining, using, altering, inspecting, repairing, replacing, changing the size of, operating, and removing a pipeline and all appurtenances convenient for the maintenance and operation of said lines and for the transportation of natural gas, under the Premises, and grants unto Grantee the right of ingress and egress, over and across the Premises. Grantee's Right-of-Way shall be Seventy Feet (70') for construction and Twenty Feet (20') for the permanent easement EXCEPT as shown on Exhibit B at L4, where the Easement shall be Thirty Five and one half Feet (35.5') for construction and Fifteen Feet (15') for the permanent easement, along with a permanent road with a Twenty Four Feet (24') width, as shown on **Exhibit "B"** to provide for additional working area during construction and maintenance.

The Agreement shall remain in full force and effect from the Effective Date, subject to the termination provisions of the Agreement.

The Agreement is binding upon Grantor and Grantee and their respective successors and assigns. Executed copies of the Agreement are maintained in the possession of Grantor and Grantee.

This Memorandum is placed of record for the purpose of giving notice of the Agreement and is given in lieu of recording the Agreement in the records of Duchesne County, Utah. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

This instrument is executed as of the dates of acknowledgement below, but effective for all purposes as of the Effective Date.

**GRANTOR:**

By: Rodney Howley  
Title: MAYOR

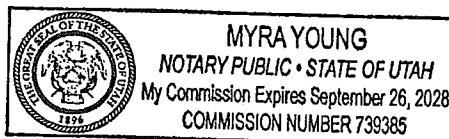
Duchesne City Corporation

**ACKNOWLEDGEMENT**

STATE OF UTAH )  
 ) SS  
COUNTY OF DUCHESNE )

On the 29 day of December 2025, before me the undersigned authority, appeared Rodney Howley, to me personally known, who, being sworn did say that he/she is a(n) Mayor for Duchesne City Corporation, and that the foregoing instrument was signed in behalf of said partnership and Appeared acknowledged to me that said instrument to be the free act and deed of the partnership.

[SEAL]



Myra Young  
Notary Public

My Commission Expires: 9/26/28

**GRANTEE:**

## KINDER MORGAN ALTAMONT LLC

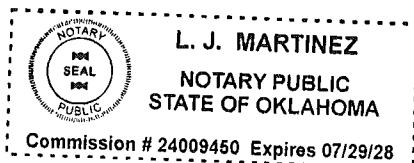
By:   
Name: James B. Connors  
Title: Attorney-in-Fact

## ACKNOWLEDGEMENT

STATE OF OKLAHOMA  
COUNTY OF TULSA

The foregoing instrument was acknowledged before me on this day of December, 2025, by **James B. Connors** as Attorney-in-Fact for Kinder Morgan Altamont LLC, a Delaware limited liability company, on behalf of said company.

My Commission Expires: 07/29/28



**EXHIBIT A**

**Section 30, Township 3 South, Range 4 West, USM**

Beginning at the Northeast corner of Section 30, thence South  $00^{\circ}19'34''$  East 1161.85 feet along the East line of the Northeast quarter of said Section 30; thence South  $89^{\circ}45'17''$  West 1306.87 feet to an existing fence; thence North  $71^{\circ}50'47''$  West 1027.28 feet along said fence; thence North  $31^{\circ}45'41''$  West 954.59 feet along said fence to the North line of the Northwest quarter of said Section 30; thence North  $89^{\circ}28'48''$  East 129.62 feet to the North quarter corner of said Section 30; thence North  $89^{\circ}29'42''$  East 2649.36 feet to the point of beginning. And Beginning at the East quarter corner of Section 30, thence South  $89^{\circ}17'08''$  West 786.71 feet along the South line of the Northeast quarter of said Section 30 to the extension of an existing fence; thence North  $03^{\circ}15'33''$  West 741.39 feet along said fence and extension thereof; thence South  $89^{\circ}45'17''$  East 824.66 feet to the East line of said Northeast quarter; thence South  $00^{\circ}19'34''$  East 726.86 feet along said East line to the point of beginning. Parcel #00-0008-0899

**Section 19, Township 3 South, Range 4 West USB&M**

Beginning at the South quarter corner of Section 19, thence South  $89^{\circ}28'48''$  West 129.62 feet along the South line of the Southwest quarter of said Section 19 to an existing fence; thence North  $31^{\circ}45'41''$  West 1546.65 feet along said fence and extension thereof to the North line of the Southwest quarter of said Southwest quarter, thence North  $89^{\circ}25'09''$  East 943.26 feet to the Northeast corner of the Southeast quarter of said Southwest quarter; thence South  $00^{\circ}01'23''$  East 1323.42 feet to the point of beginning. Parcel No. 00-0008-0253

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3959.83 feet along the West line of said Section to the extension of the South line of parcel 19-41, Blue Bench Ranches; thence North  $89^{\circ}26'40''$  East 880.25 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 350.25 feet to the North line of said parcel; thence North  $89^{\circ}58'50''$  East 398.51 feet to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  East 346.51 feet to the Southeast corner of said parcel; thence South  $89^{\circ}26'40''$  West 399.13 feet to the true point of beginning. Parcel No. 00-0034-9667

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3601.35 feet, along the West line of said Section, to the extension of the South line of parcel 19-40, Blue Bench Ranches; thence North  $89^{\circ}58'50''$  East 880.36 feet, along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 353.83 feet, to the North line of said parcel; thence South  $89^{\circ}52'20''$  East 397.90 feet, to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  east 352.81 feet, to the Southeast corner of said parcel; thence South  $89^{\circ}58'50''$  West 398.51 feet, to the true point of beginning. Parcel No. 00-0034-7117

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest corner of said Section 19; thence South  $00^{\circ}00'25''$  West 3245.25 feet along the West line of said Section to the extension of the South line of parcel 19-39, Blue Bench Ranches; thence South  $89^{\circ}52'20''$  East 880.51 feet along said South line and extension thereof to the TRUE POINT OF BEGINNING; thence North  $00^{\circ}01'54''$  East 362.36 feet to the North line of said parcel; thence North  $89^{\circ}54'58''$  East 397.27 feet to the Northeast corner of said parcel; thence South  $00^{\circ}04'02''$  East 363.83 feet to the Southeast corner of said parcel; thence North  $89^{\circ}52'20''$  West 397.90 feet to the true point of beginning. Parcel No. 00-0034-9668

**Section 19, Township 3 South, Range 4 West USM**

Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2886.15 feet along the West line of said Section to the extension of the South line of parcel 19-20, Blue Bench Ranches; thence North 89°54'58" East 880.67 feet along said South line and extension thereof to the **TRUE POINT OF BEGINNING**; thence North 00°01'54" East 358.56 feet to the North line of said parcel; thence North 89°58'14" East 396.65 feet to the Northeast corner of said parcel; thence South 00°04'02" East 358.18 feet to the Southeast corner of said parcel; thence South 89°54'58" West 397.27 feet to the true point of beginning. Parcel No. 00-0034-9669

**Section 19, Township 3 South, Range 4 West USB&M**

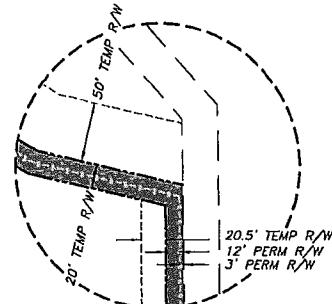
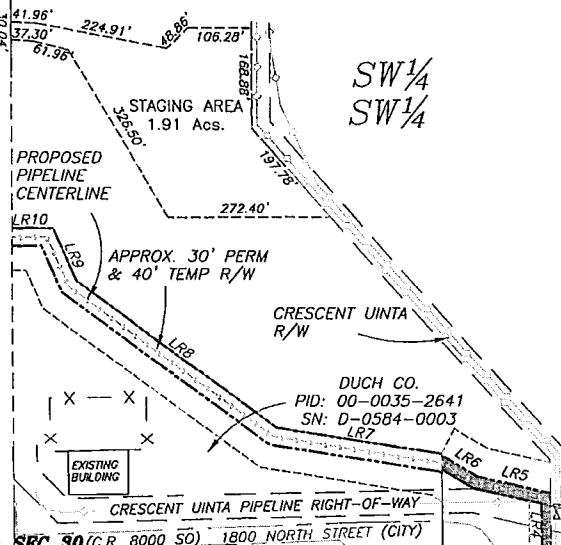
Commencing at the Northwest corner of said Section 19; thence South 00°00'25" West 2526.75 feet, along the West line of said Section, to the extension of the South line of parcel 19-19, Blue Bench Ranches; thence North 89°58'14" East 880.82 feet, along said South line and extension thereof to the **TRUE POINT OF BEGINNING**; thence North 00°01'54" East 358.37 feet, to the North line of said parcel; thence North 89°59'31" East 396.04 feet, to the Northeast corner of said parcel; thence South 00°04'02" East 358.22 feet, to the Southeast corner of said parcel; thence South 89°58'14" West 396.65 feet, to the true point of beginning. Parcel No. 00-0034-7128

**Section 19, Township 3 South, Range 4 West USB&M**

Commencing at the Northwest Corner of Section 19; Thence South 00°00'25" West 2168.05 feet along the West line of said Section to the extension of the South Line of parcel 19-18, BLUE BENCH RANCHES; Thence North 89°59'31" East 880.98 feet along said South line and extension thereof to the **TRUE POINT OF BEGINNING**; Thence North 00°01'54" East 357.64 feet to the North line said parcel 19-18; Thence South 89°58'23" East 395.42 feet to the Northeast Corner of said parcel; Thence South 00°04'02" East 357.39 feet to the Southeast Corner of said parcel; Thence South 89°59'31" West 396.04 feet to the **TRUE POINT OF BEGINNING**. Parcel No. 00-0018-0170

## EXHIBIT "B"

T.P.O.B. IS  
North 01°30'17" East  
906.43' FROM  
SW COR SEC 30

TYPICAL  
RIGHT-OF-WAY DETAIL  
(NOT TO SCALE)

## TOTAL LENGTHS

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCHESNE CITY CORP	276.07	16.732

## LEGEND

- CENTERLINE OF RIGHT-OF-WAY
- X FENCE LINE
- APPROXIMATE EXISTING WATER LINE
- APPROXIMATE EXISTING PIPELINE
- APPROXIMATE OVERHEAD POWER LINE
- APPROXIMATE EXISTING UNDERGROUND TELEPHONE LINE

FOUND DUCHESNE  
COUNTY ALUMINUM  
MONUMENT AT SECTION  
CORNER

S 00°37'04" E 2642.81'

## LINE TABLE

LINE	BEARING	DISTANCE
LR4	N 00°52'43" W	84.96'
LR5	N 77°16'30" W	126.24'
LR6	N 59°36'40" W	64.87'

1550 NORTH STREET  
(CITY)

RIGHT-OF-WAY SURVEY FOR  
**KINDER MORGAN**

## SECTION 8 LATERAL

## SECTION 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCHESNE COUNTY, UTAH

SCALE: 1" = 300'  
0' 300'

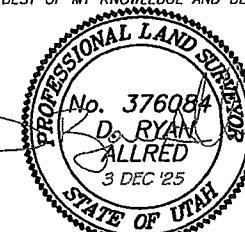


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3 DEC 2025 12-121-724

JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975  
DUCHESNE, UTAH 84021  
(435) 738-5352



D. Ryan Allred, Professional Land Surveyor,  
Certificate No. 376084, (Utah)

## EXHIBIT "B"

## DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SEC. 30)

A 15 feet wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 3 feet on the right and 12 feet on the left sides of the following described centerline; Commencing at the Southwest Corner of Section 30; Thence North 88°36'19" East 932.43 feet along the South line of the SW1/4 of the SW1/4 of said Section 31 to the TRUE POINT OF BEGINNING with the Basis of Bearings being US STATE PLANE NAD83 UTAH CENTRAL ZONE; Thence North 00°52'43" West 84.96 feet. Said described right-of-way being 84.96 feet in length, with the sidelines being shortened or elongated to intersect existing parcel and right-of-way lines. TOGETHER WITH 20.5 feet wide temporary right-of-way running alongside the left side of said right-of-way, and extending into said right-of-way lines.

## DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SEC. 30)

A 20 feet wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, the widths being 10 feet on each side of the following described centerline; Commencing at the Southwest Corner of Section 30; Thence North 88°36'19" East 932.43 feet along the South line of the SW1/4 of the SW1/4 of said Section 31 with the Basis of Bearings being US STATE PLANE NAD83 UTAH CENTRAL ZONE; Thence North 00°52'43" West 84.96 feet to the TRUE POINT OF BEGINNING; Thence North 77°16'30" West 126.24 feet; Thence North 59°36'40" West 64.87 feet to the West Boundary of the Duchesne City parcel. Said described right-of-way being 191.11 feet in length, with the sidelines being shortened or elongated to intersect existing parcel and right-of-way lines. TOGETHER WITH 50 feet wide temporary right-of-way running alongside the right side of said right-of-way, and extending into property and right-of-way lines.

## DESCRIPTION OF TEMPORARY STAGING AREA &amp; ACCESS (SECTION 30-DUCESNE CITY CORP.)

Commencing at the Southwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian; Thence North 01°30'17" East 906.43 feet to the TRUE POINT OF BEGINNING; Thence South 87°39'41" East 41.96 feet; Thence South 79°13'21" East 224.91 feet; Thence North 45°43'22" East 48.86 feet; Thence North 90°00'00" East 106.28 feet; Thence South 00°40'16" East 168.88 feet; Thence South 42°11'21" East 197.78 feet; Thence South 89°45'09" West 272.40 feet; Thence North 31°09'11" West 326.50 feet; Thence North 75°44'36" West 61.96 feet; Thence North 87°39'41" West 37.30 feet; Thence North 00°34'54" West 30.04 feet to said TRUE POINT OF BEGINNING, containing 1.91 acres.

## TOTAL LENGTHS

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCESNE CITY CORP	276.07	16.732

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

## SURVEYOR'S CERTIFICATE

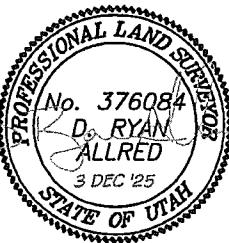
I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL

SECTION 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH

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JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS1235 NORTH 700 EAST--P.O. BOX 975  
DUCESNE, UTAH 84021  
(435) 738-5352

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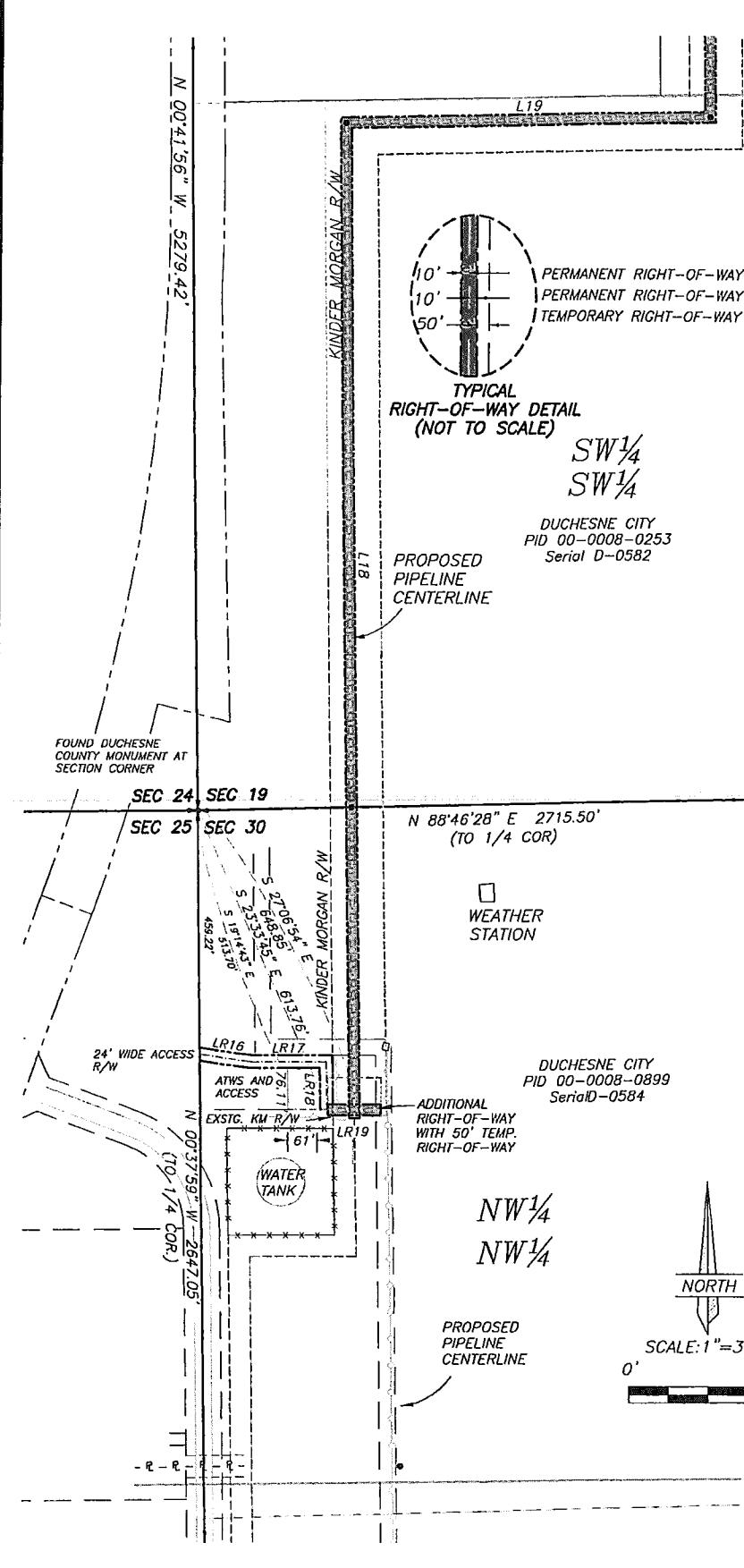
## EXHIBIT "B"

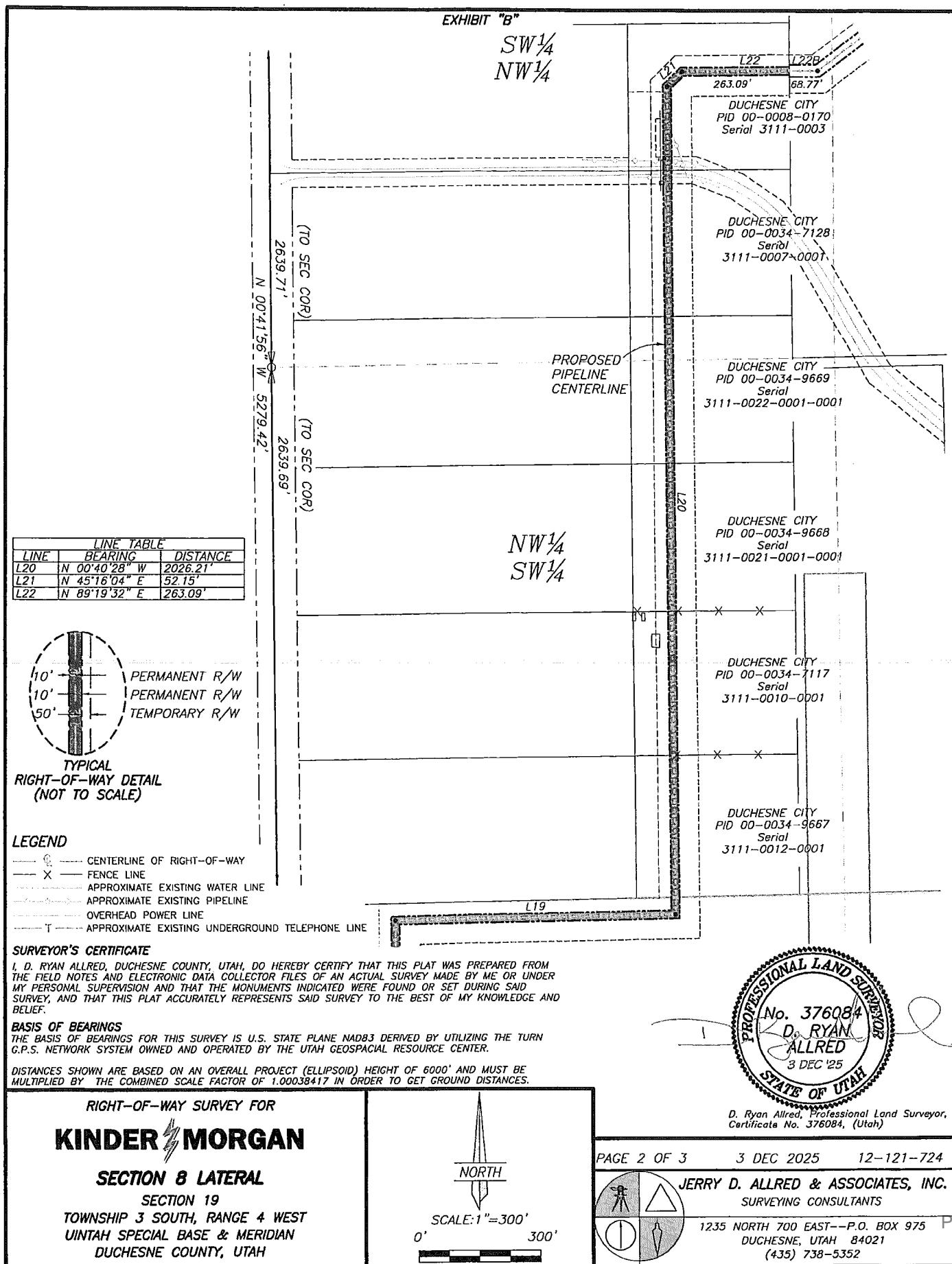
RIGHT-OF-WAY SURVEY FOR

## KINDER MORGAN

## SECTION 8 LATERAL

SECTIONS 19 &amp; 30

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
UINTAH SPECIAL BASE & MERIDIAN  
DUCESNE COUNTY, UTAH



## EXHIBIT "B"

## DESCRIPTION OF RIGHT-OF-WAY CORRIDOR (DUCESNE CITY - SECS. 19 &amp; 30)

A 20 foot wide right-of-way corridor over portions of Sections 19 & 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 10 feet on each side of the following described centerline;  
 TOGETHER WITH a 50.00 foot wide temporary right-of-way along the right side of the following described centerline;  
 Commencing at the Northwest Corner of said Section 30;  
 Thence South 27°06'54" East 648.85 feet to the TRUE POINT OF BEGINNING;  
 Thence North 00°42'42" West 1863.36 feet;  
 Thence North 88°49'35" East 686.50 feet;  
 Thence North 00°40'28" West 2026.21 feet;  
 Thence North 45°10'10" East 52.15 feet;  
 Thence North 89°19'32" East 263.09 feet to the East line of that Parcel having an ID number of 00-0008-0170. Said described right-of-way being 4891.31 feet in length, with the sidelines being shortened or elongated to intersect said property line.

## DESCRIPTION OF ADDITIONAL PIPELINE RIGHT-OF-WAY

A 20.00 foot wide right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 10 feet on each side of the following described centerline;  
 TOGETHER WITH a 50.00 foot wide temporary right-of-way along the left side of the following described centerline;  
 Commencing at the Northwest Corner of said Section 30;  
 Thence South 23°33'51" East 613.76 feet to the TRUE POINT OF BEGINNING;  
 Thence North 89°56'33" East 100.19 feet to an existing pipeline. Said described right-of-way being 100.19 feet in length, with the sidelines being shortened or elongated to intersect said right-of-way.

## DESCRIPTION OF ACCESS

A 24 feet wide access right-of-way corridor over portions of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian, being 12 feet on each side of the following described centerline;  
 Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian;  
 Thence South 00°37'59" East 459.22 feet to the TRUE POINT OF BEGINNING;  
 Thence South 81°43'08" East 96.48 feet;  
 Thence North 89°56'00" East 141.90 feet;  
 Thence South 00°42'43" East 88.12 feet. Said described right-of-way being 326.50 feet in length, with the sidelines being shortened or elongated to intersect section and existing right-of-way lines.

## DESCRIPTION OF TEMPORARY STAGING AREA &amp; ACCESS (SECTION 30-DUCESNE CITY CORP.)

Commencing at the Northwest Corner of Section 30, Township 3 South, Range 4 West, Uintah Special Base and Meridian;  
 Thence South 19°14'43" East 513.70 feet to the TRUE POINT OF BEGINNING;  
 Thence North 89°56'00" East 61.00 feet;  
 Thence South 00°42'43" East 76.12 feet;  
 Thence South 89°56'33" West 61.00 feet;  
 Thence North 00°42'42" West 76.11 feet to said TRUE POINT OF BEGINNING, containing 0.107 acres.

## TOTAL LENGTHS (PIPELINE)

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCH CITY	4991.50	302.515

## TOTAL LENGTHS (ACCESS)

NAME	DISTANCE (FEET)	DISTANCE (RDS)
DUCHESNE CITY CORP	326.50	19.788

## BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS U.S. STATE PLANE NAD83 DERIVED BY UTILIZING THE TURN G.P.S. NETWORK SYSTEM OWNED AND OPERATED BY THE UTAH GEOSPACIAL RESOURCE CENTER.

DISTANCES SHOWN ARE BASED ON AN OVERALL PROJECT (ELLIPOID) HEIGHT OF 6000' AND MUST BE MULTIPLIED BY THE COMBINED SCALE FACTOR OF 1.00038417 IN ORDER TO GET GROUND DISTANCES.

## SURVEYOR'S CERTIFICATE

I, D. RYAN ALLRED, DUCESNE COUNTY, UTAH, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM THE FIELD NOTES AND ELECTRONIC DATA COLLECTOR FILES OF AN ACTUAL SURVEY MADE BY ME OR UNDER MY PERSONAL SUPERVISION AND THAT THE MONUMENTS INDICATED WERE FOUND OR SET DURING SAID SURVEY, AND THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

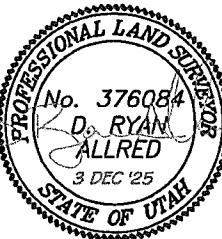
RIGHT-OF-WAY SURVEY FOR

KINDER MORGAN

SECTION 8 LATERAL

SECTION 19

TOWNSHIP 3 SOUTH, RANGE 4 WEST  
 UNTAH SPECIAL BASE & MERIDIAN  
 DUCESNE COUNTY, UTAH



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3 DEC 2025 12-121-724

JERRY D. ALLRED & ASSOCIATES, INC.  
SURVEYING CONSULTANTS

1235 NORTH 700 EAST--P.O. BOX 975  
 DUCESNE, UTAH 84021  
 (435) 738-5352

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