

RELEASE AGREEMENT

This Release Agreement (the "Agreement") is entered into this ___ day of _____ 2020, by and between Questar Gas Company dba Dominion Energy Utah ("Dominion Energy"), and Willard City Corporation, a municipal corporation of the State of Utah ("Willard City"). Dominion Energy and Willard City are hereafter collectively referred to as the "Parties" and either may be referred to individually as a "Party," all as governed by the context in which such words are used.

RECITALS

A. Dominion Energy installed a 24" High Pressure natural gas pipeline during 2019-2020 to replace an existing natural gas pipeline running through Willard City including a section of replacement along 300 East Street, between 100 South and 350 South. (the "Project").

B. During construction of the Project, Dominion Energy disturbed the pavement on 300 East Street, and the Parties have agreed that in lieu of restoring the damaged area, which is 24' wide, 1100' long and 3" deep of pavement, Dominion Energy will pay Willard City as described herein.

TERMS

NOW THEREFORE, in consideration of the recitals, mutual promises, payments, and conditions contained herein, the Parties agree as follows:

1. **Payment.** Dominion Energy agrees to pay Willard City, One Hundred Seventy-Four Thousand Seven Hundred Twenty and 26/100 Dollars (\$174,726.20) as consideration of the promises, covenants, obligations and acts contemplated by this Agreement. Willard City acknowledges receipt and sufficiency of payment from Dominion Energy.

2. **Damage Release.** Willard City, with the intention of binding itself, its successors, and assigns, expressly releases and discharges Dominion Energy, its officers, employees, contractors, agents, successors, and assigns, from all demands, actions, judgments, and claims for damages that Willard City may have, resulting from Dominion Energy's disturbance and use of 300 East Street in connection with the Project. Notwithstanding the foregoing, Dominion Energy will be responsible for repairs made necessary from future trench settlement that may occur as a result of the Project. The Parties acknowledge that this is not an indemnification provision, and that Willard City is not agreeing to indemnify, defend, or hold Dominion Energy harmless against claims brought by third parties as a result of the Project, and that this damage release is not intended to include a release of costs associated with third party damage claims.

3. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes any and all prior agreements, representations and understandings of the Parties. There are no other agreements between the Parties. No modification or amendment of this Agreement shall be binding, unless executed in writing by the Parties.

4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original of the Agreement. The Parties further agree and warrant that signatures made and received via facsimile, mail, or e-mail shall, for the convenience of the Parties, have the same force and effect as original signatures until such time as original signatures of both Parties may be obtained.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

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

WILLARD CITY CORPORATION



By: MICHAEL L. GILL
Its: DIRECTOR - ENGINEERING

By:
Its: