

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

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12/11/2017 2:31:00 PM \$30.00
Book - 10628 Pg - 3994-4003
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 10 P.

Space above for County Recorder's use
PARCEL I.D# 26-13-100-026
26-14-266-009
26-14-202-010
26-14-202-007

RIGHT-OF-WAY AND EASEMENT GRANT

40592

VP DAYBREAK INVESTMENTS LLC, a Delaware Limited Liability Company, and VP DAYBREAK OPERATIONS LLC, a Delaware Limited Liability Company (collectively, "Grantor"), does hereby convey and warrant to QUESTAR GAS COMPANY, dba Dominion Energy Utah, a Utah corporation ("Grantee"), its successors and assigns, for the sum of ONE DOLLAR (\$1.00) in hand paid and other good and valuable consideration, receipt of which is hereby acknowledged, a right-of-way and easement to construct, lay, maintain, operate, repair, alter, inspect, protect, make connections to, remove and replace pipelines, valves, valve boxes and install cathodic monitoring and mitigation facilities and other gas transmission and distribution facilities (hereinafter collectively called the "Facilities"), through and across the following described land and premises situated in the County of Salt Lake, State of Utah, and more particularly described as follows, to-wit:

A twenty (20) foot wide gas easement, located in the Northwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel to the following described centerline:

Beginning at a point on the Southwesterly boundary line of Kennecott Daybreak Village 5 Plat 4 Subdivision Amending Lots OS2, V3 & T3 of the Kennecott Master Subdivision #1 Amended, said point lies North 00°02'50" East 1295.154 feet along the Section Line and East 270.015 feet from the West Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said point also being South 36°32'54" East 32.061 feet along said Southwesterly boundary line from the Westernmost Corner of said Kennecott Daybreak Village 5 Plat 4 Subdivision, and running thence South 56°59'10" West 7.570 feet to a point on a 982.000 foot radius tangent curve to the right, (radius bears North 33°00'50" West); thence along the arc of said curve 257.510 feet through a central angle of 15°01'29" to the Easterly line of the South Jordan City Parcel and the point of terminus.
Contains: (approx.265 L.F.)

Also,

A twenty (20) foot wide gas easement, located in the Northeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel to the following described centerline:

Beginning at the Westerly Line of the South Jordan City Parcel, said point lies North $00^{\circ}02'50''$ East 1141.793 feet along the Section Line and West 112.963 feet from the West Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $75^{\circ}56'41''$ West 228.871 feet to a point on a 982.000 foot radius tangent curve to the right, (radius bears North $14^{\circ}03'19''$ West); thence along the arc of said curve 240.895 feet through a central angle of $14^{\circ}03'19''$; thence West 595.384 feet to a point on a 775.000 foot radius non tangent curve to the left, (radius bears South); thence along the arc of said curve 400.432 feet through a central angle of $29^{\circ}36'14''$; thence South $60^{\circ}23'46''$ West 56.418 feet to a point on a 768.000 foot radius tangent curve to the right, (radius bears North $29^{\circ}36'14''$ West); thence along the arc of said curve 137.101 feet through a central angle of $10^{\circ}13'42''$ to the point of terminus.

Contains: (approx. 1,659 L.F.)

Also,

A thirty (30) foot wide gas easement, located in the East Half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending fifteen (15) feet on each side of and lying parallel to the following described centerline:

Beginning at a point that is 15' perpendicularly distant Easterly from the East Line of an Amended and Restated Right-of-Way and Easement as described in Entry No. 8378529 as recorded in the Office of the Salt Lake County Recorder, said point lies North $00^{\circ}02'50''$ East 885.569 feet along the Section Line and West 1726.263 feet from the East Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along a line lying 15' perpendicularly distant Easterly of said Amended and Restated Right-of-Way and Easement the following (3) courses: 1) South $04^{\circ}23'03''$ East 113.146 feet; 2) South $00^{\circ}01'01''$ West 1036.840 feet; 3) South $00^{\circ}02'05''$ West 393.100 feet; thence South $86^{\circ}18'48''$ West 16.136 feet to the Easterly right-of-way line of Mountain View Corridor (SR-85) and the point of terminus.

Contains: (approx. 1,559 L.F.)

Also,

A twenty (20) foot wide gas easement, located in the Southeast Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel to the following described centerline:

Beginning at a point on the Westerly right-of-way line of Mountain View Corridor (SR-85), said point lies South 00°02'52" West 683.351 feet along the Section Line and West 2122.944 feet from the East Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 86°18'48" West 33.698 feet to the Easterly line of an existing Right-of-Way and Easement Agreement as recorded in Entry No. 9730358 in the Office of the Salt Lake County Recorder and the point of terminus.

Contains: (approx. 34 L.F.)

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

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

1. Grantor shall not build or construct, nor permit to be built or constructed, over or across the right-of-way, any building, retaining walls, rock walls, footings or improvement which impairs the maintenance or operation of the Facilities.
2. Grantor shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor shall not plant, or permit to be planted, any deep-rooted trees, or any vegetation with roots that may damage the Facilities, within the right-of-way, without prior written consent of Grantee.
4. Grantor shall not place personal property within the right-of-way that impairs the maintenance or operation of the Facilities.
5. Grantee shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with Grantee's use, occupation or enjoyment of this easement and right-of-way, without liability to Grantor, and without any obligation of restoration or compensation.
6. Grantor agrees to indemnify, hold harmless and defend Grantee, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising

out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or as a result of Grantor's negligence.

This right-of-way shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of Grantee, and may be assigned in whole or in part by Grantee.

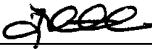
It is hereby understood that any parties securing this grant on behalf of Grantee are without authority to make any representations, covenants or agreements not herein expressed.

[Signatures and Acknowledgements Follow]

WITNESS the execution hereof this 7 day of DECEMBER, 2017.


VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Name: Ty McCutcheon, President & CEO

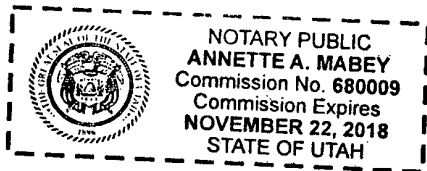
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Name: Ty McCutcheon, President & CEO

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

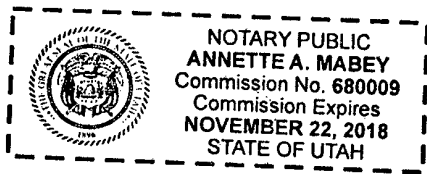
On the 7th day of December, 2017 personally appeared before me Ty McCutcheon who, being duly sworn, did say that he is the President & CEO of Daybreak Communities LLC, which is the Project Manager of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.




Notary Public

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

On the 7th day of December, 2017 personally appeared before me Ty McCutcheon who, being duly sworn, did say that he is the President & CEO of Daybreak Communities LLC, which is the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.

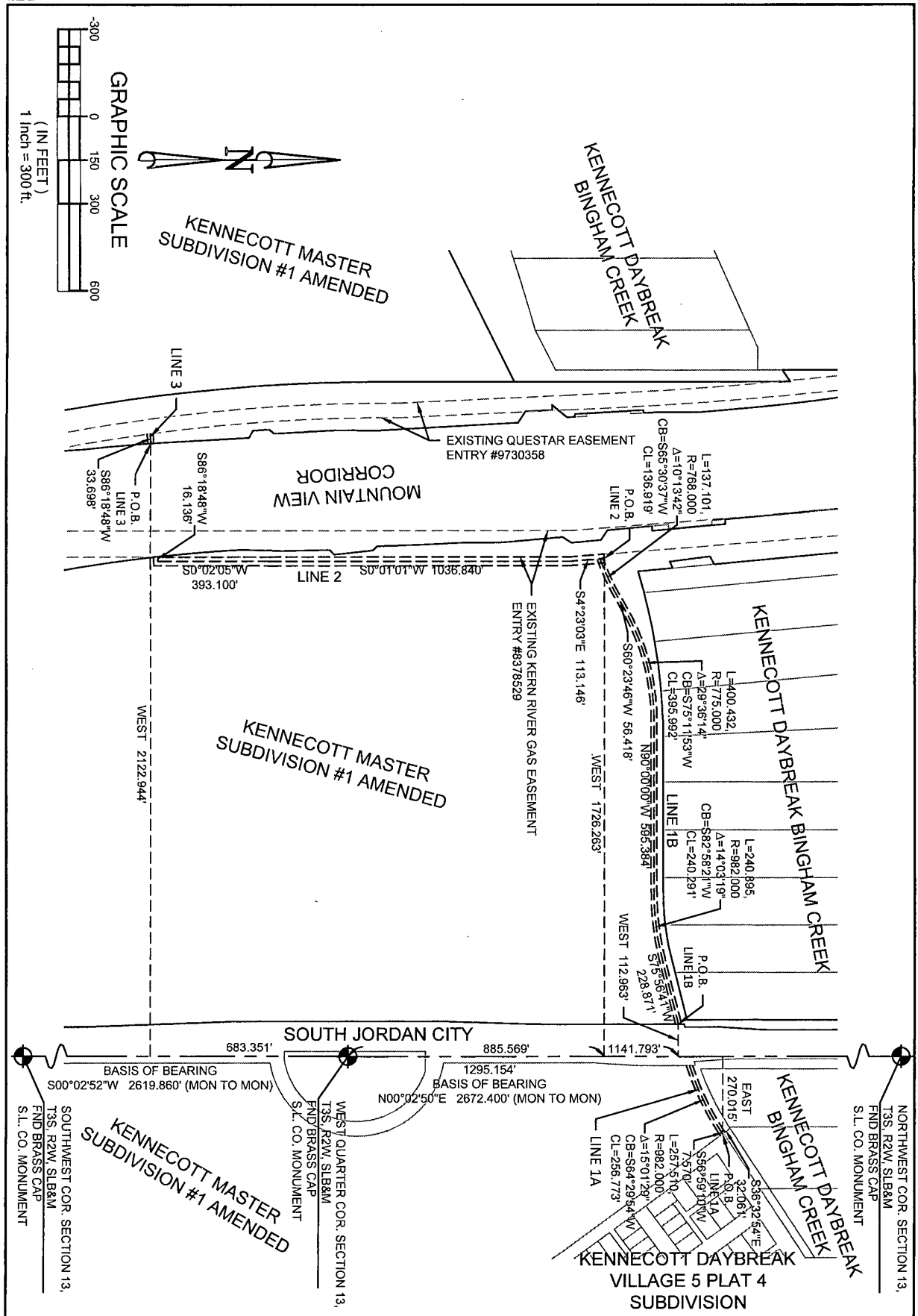
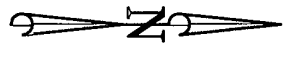
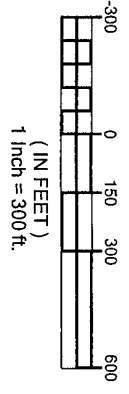


Annette A. Mabe
Notary Public

EXHIBIT A

Attach Site Plan

REFS:



DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 PERIGEE CONSULTING CIVIL - STRUCTURAL - SURVEY <small>5000 SOUTH 900 WEST, SUITE 200 DUBLARDA, UT 84008 TEL: 801.488.4444 FAX: 801.488.4444 WWW.PERIGEECONSULTING.COM</small>	EXHIBIT A QUESTAR GAS EASEMENTS DAYBREAK COMMUNITIES	PREPARED FOR: VP DAYBREAK OPERATIONS DATE SUBMITTED: 11-16-2017

LENDER'S CONSENT AND SUBORDINATION

RIGHT-OF-WAY AND EASEMENT GRANT

40592

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, AS AMENDED, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT RIGHT-OF-WAY AND EASEMENT GRANT DATED AS OF December 7, 2017, FROM VP DAYBREAK INVESTMENTS LLC, AND VP DAYBREAK OPERATIONS LLC, TO QUESTAR GAS COMPANY, DBA DOMINION ENERGY UTAH, A UTAH CORPORATION (THE "EASEMENT") TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE EASEMENT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: 

Name: CARL F. SWANSON

Title: SVP

[SIGNATURE MUST BE NOTARIZED]

[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno

On December 7th before me, Lori Beckman, Notary Public,
(here insert name of the officer)

personally appeared Carl F. Swanson who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Beck (Seal)

