

WHEN RECORDED MAIL TO:  
Questar Gas Company, dba Dominion Energy Utah  
P.O. Box 45360, Right-of-Way  
Salt Lake City, Utah 84145-0360

12676926  
12/11/2017 2:31:00 PM \$40.00  
Book - 10628 Pg - 4004-4018  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 15 P.

*Space Above for County Recorder's Use*  
Parcel I.D. #'s 26-14-100-025  
26-14-100-030  
26-14-151-001  
26-14-151-002  
26-14-151-003  
26-14-176-008  
26-14-300-008  
26-14-176-001  
26-14-202-007

### ACCESS EASEMENT AGREEMENT

40591

This Access Easement Agreement (the "Agreement") is entered into this 7 day of DECEMBER 2017, by Questar Gas Company, dba Dominion Energy Utah, a Utah corporation ("Dominion Energy") and VP Daybreak Investments, LLC, a Delaware limited liability company ("Daybreak Investments"), and VP Daybreak Operations, LLC, a Delaware limited liability company ("Daybreak Operations"). VP Daybreak Investments, LLC, and VP Daybreak Operations, LLC are referred to collectively as "Daybreak".

### RECITALS

A. Dominion Energy purchased property from Daybreak Investments pursuant to that Purchase, Sale, and Earnest Money Agreement dated October 5, 2017 (the "PSA"). Under the PSA, Daybreak Investments subdivided a portion of Lot T5 of the Kennebec Master Subdivision #1 Amended to create the parcel (Lot C-101) sold to Dominion Energy. A copy of the plat map is attached hereto as Exhibit "A" and is incorporated by this reference.

B. Upon completion of the subdivision, Dominion Energy needs a perpetual access easement to access its property.

C. Dominion Energy and Daybreak wish to provide for the shared use of an access easement according to the terms of this Agreement.

### TERMS

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Daybreak Investments, and Daybreak Operations, and Dominion Energy,

on behalf of themselves and in order to bind their successors and assigns, stipulate, agree and declare as follows:

1. ACCESS EASEMENT. Daybreak grants to Dominion Energy a perpetual non-exclusive easement ("Access Easement") as described herein, for the purposes of reasonable access, ingress and egress by Dominion Energy, its employees, contractors, agents, representatives, licenses, invitees, successors and assigns, over and across property owned by Daybreak Investments, to and from Lot C-101 of the Daybreak NMU Questar Regulator Station Plat owned by Dominion Energy, all as illustrated by Exhibit "B", attached hereto and incorporated by this reference. The Access Easement is for the benefit of C-101 of the Daybreak NMU Questar Regulator Station Plat and burdens Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian. Access Easement is described as follows:

**PROPOSED 20' ACCESS EASEMENT:**

PROPOSED 20 FOOT WIDE ACCESS EASEMENT SITUATED IN THE SOUTHEAST QUARTER AND SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SOUTH JORDAN CITY, SALT LAKE COUNTY, STATE OF UTAH, AND THE CENTERLINE OF SAID ACCESS EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BASIS OF BEARING:**

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, MONUMENTED ON THE EAST BY A 3" FLAT BRASS CAP, AND ON THE WEST BY A 3" FLAT BRASS CAP, AND IS CONSIDERED TO BEAR S89°58'44"W.

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 14, THENCE N00°00'39"E ALONG THE SECTION LINE, A DISTANCE OF 1317.56 FEET, THENCE S89°51'12"E, A DISTANCE OF 228.36 FEET; THENCE N00°08'48"E, A DISTANCE OF 105.00 FEET TO A POINT ALONG THE NORTH LINE OF LOT C101, DAYBREAK NMU QUESTAR REGULATOR STATION PLAT, AMENDING LOT 5 OF THE KENNETH MASTER SUBDIVISION NO. 1 AMENDED AND THE CENTERLINE OF SAID PROPOSED 20' ACCESS EASEMENT AND BEING THE **POINT OF BEGINNING**;

THENCE ALONG SAID CENTERLINE N24°09'40"W A DISTANCE OF 134.84 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING DIRT ROAD; THENCE ALONG SAID CENTERLINE EXISTING DIRT ROAD AND PROPOSED 20; ACCESS EASEMENT THE FOLLOWING COURSES:

THENCE N36°53'39"E A DISTANCE OF 228.75 FEET;  
THENCE N27°45'59"E A DISTANCE OF 119.93 FEET;  
THENCE N09°49'40"E A DISTANCE OF 68.81 FEET;  
THENCE N02°45'50"W A DISTANCE OF 397.93 FEET;  
THENCE N15°45'58"E A DISTANCE OF 89.35 FEET;  
THENCE N03°14'34"W A DISTANCE OF 58.52 FEET;  
THENCE N31°55'55"W A DISTANCE OF 104.29 FEET;  
THENCE N00°40'11"W A DISTANCE OF 281.71 FEET;  
THENCE N04°20'12"E A DISTANCE OF 145.93 FEET;  
THENCE N05°51'43"E A DISTANCE OF 43.22 FEET;  
THENCE N26°44'07"W A DISTANCE OF 47.35 FEET;  
THENCE N80°29'35"W A DISTANCE OF 59.18 FEET;  
THENCE S75°16'54"W A DISTANCE OF 286.36 FEET;  
THENCE S69°29'28"W A DISTANCE OF 258.01 FEET;

THENCE S71°15'33"W A DISTANCE OF 330.24 FEET;  
THENCE S61°54'17"W A DISTANCE OF 704.29 FEET;  
THENCE N15°45'37"W A DISTANCE OF 87.95 FEET;  
THENCE N55°13'04"W A DISTANCE OF 422.11 FEET;  
THENCE N48°50'32"W A DISTANCE OF 302.32 FEET;  
THENCE N84°02'38"W A DISTANCE OF 347.74 FEET;  
THENCE N45°56'15"W A DISTANCE OF 79.19 FEET;  
THENCE N24°23'52"E A DISTANCE OF 419.54 FEET;  
THENCE N36°56'41"E A DISTANCE OF 318.45 FEET;  
THENCE N18°50'55"E A DISTANCE OF 231.50 FEET;  
THENCE N04°12'19"E A DISTANCE OF 72.11 FEET TO AN EXISTING CURB CUT ALONG  
THE SOUTH RIGHT OF WAY LINE OF BROKEN ROCK CIRCLE FOR THE INTERSECTION  
OF PROSPERITY ROAD AND BEING THE **POINT OF TERMINATION**.  
CONTAINS 112,792 SQ.FT. OR 2.589 ACRES MORE OR LESS.

THE SIDELINES OF THE ABOVE DESCRIBED PROPOSED ACCESS EASEMENT SHALL BE  
10 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE  
LENGTHENED AND/OR SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO  
LESS THAN 20 FEET IN WIDTH AT ALL POINTS.

THE ABOVE DESCRIPTION IS INTENDED TO FOLLOW THE CENTERLINE OF THE  
EXISTING DIRT ROAD AS CONSTRUCTED AND IS INTENDED TO CONTINUE TO  
MEANDER WITH THE ROAD AS THE ROAD MAY MOVE OVER TIME.

As shown on Exhibit B.

3. NONINTERFERENCE. Daybreak shall not be prohibited from using the which  
the Access Easement crosses for any purpose (including, without limitation, further subdivision  
and/or development of the same) so long as Daybreak's use does not unreasonably interfere with  
Dominion Energy's rights granted herein.

4. SUCCESSORS AND ASSIGNMENTS. This Agreement shall run with the land  
and is binding upon Dominion Energy, Daybreak Investments and Daybreak Operations and  
their successors and assigns, provided that any assignment of this Agreement must be in  
connection with a transfer of ownership of either of the two parcels of property which are  
respectively benefited and burdened by the Access Easement.

5. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding  
and agreement between the parties with respect to the Access Easement.

6. APPLICABLE LAW. This Agreement shall be governed by and construed under  
the laws of the State of Utah.

*[Signatures and Acknowledgements Follow]*

IN WITNESS WHEREOF, this Agreement was signed as of the day and year first above written.

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

**VP DAYBREAK INVESTMENTS LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

BY: DAYBREAK COMMUNITIES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS: PROJECT MANAGER

*Colleen L. Bell*  
By: *Colleen L. Bell*  
Its: *Vice President &  
General Manager*

*Ty McCutcheon*  
By: Ty McCutcheon  
Its: President and CEO

**VP DAYBREAK OPERATIONS LLC,  
A DELAWARE LIMITED LIABILITY COMPANY**

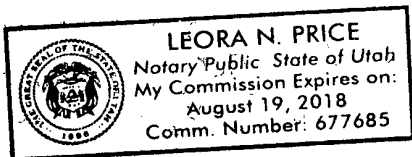
BY: DAYBREAK COMMUNITIES LLC,  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS: PROJECT MANAGER

*Ty McCutcheon*  
By: Ty McCutcheon  
Its: President and CEO

ACKNOWLEDGMENTS

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

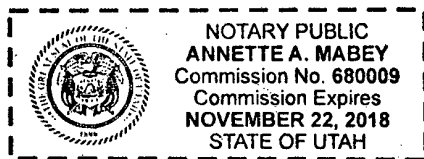
On this 7<sup>th</sup> day of December, 2017, personally appeared before me Colleen Larkin Bell, the signer of the within instrument, who being duly sworn, did say that he is the VP & GM of Questar Gas Company, and that he/she signed the foregoing instrument on behalf of the company.



*[Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

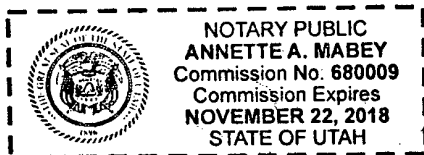
On this 7<sup>th</sup> day of December, 2017, personally appeared before me Ty McCutcheon, who, being duly sworn, did say that he is President and CEO of Daybreak Communities, LLC, the Project Manager of, VP Daybreak Investments LLC, a Delaware Limited Liability Company, and that the foregoing instrument was signed on behalf of said company by authority of its Articles of Organization or its Operating Agreement.



Annette A. Mabey  
NOTARY PUBLIC  
Residing at: Rayton, Utah

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

On this 7<sup>th</sup> day of December, 2017, personally appeared before me Ty McCutcheon, who, being duly sworn, did say that he is President and CEO of Daybreak Communities, LLC, 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.

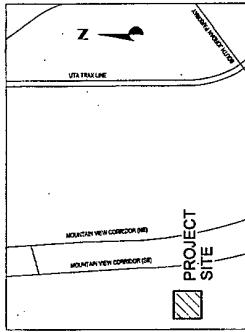


Annette A. Mabey  
NOTARY PUBLIC  
Residing at: Rayton, Utah

**Exhibit "A" (Plat Map)**

DAYBREAK N MU QUESTAR REGULATOR STATION PLAT
AMENDING LOT T5 OF THE
KENNECOTT MASTER SUBDIVISION #1 AMENDED

LOCATED IN THE SOUTHWEST QUARTER SECTION 14, T.3S., R.2W.,
SALT LAKE BASE AND MERIDIAN
CONTAINING 1 LOT
TOTAL 0.23 ACRES



VICINITY MAP

SURVEYORS CERTIFICATE:
I, JAMES L. ...
DATE OF THIS CERTIFICATE: ...

BOUNDARY DESCRIPTION:
A PARCEL OF LAND SITUATED IN THE ...

723-1 SHEET 1 OF 3

NOTES:
1. IN CONNECTION WITH THE RECORDATION OF THIS PLAT FOR DAYBREAK AND QUESTAR REGULATOR STATION PLAT, THESE SHALL AND BE SUBJECT TO THE TRUMP ...

HIGH GROUND WATER:
HIGH GROUND WATER PROXIMITY HAS BEEN INDICATED BY ...

SEWER LATERAL NOTE:
THESE LATERALS ARE SUBJECT TO THE ...

SEWER NOTE:
PROXIMAL PURCHASES OF PROPERTY AS SHOWN ON THIS PLAT ARE ...

NOTICE:
PROXIMAL PURCHASES OF PROPERTY AS SHOWN ON THIS PLAT ARE ...

Galloway Planning, Architecture, Engineering
1115 SOUTH 700 WEST, SUITE 310
SALT LAKE CITY, UT 84103

Table with columns for recording dates: LAKESHORE JUDICIAL DEPARTMENT, SALT LAKE COUNTY CLERK, SALT LAKE COUNTY REGISTER.

OWNER DEDICATION:
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED ...

CORPORATE ACKNOWLEDGMENT:
I, ...
PRESIDENT AND CEO

Corporate seal and signatures for Daybreak NMU Questar Regulator Station Plat.

APPROVED AS TO FORM THIS ... DAY BY ...

APPROVED AS TO FORM THIS ... DAY BY ...

APPROVED AS TO FORM THIS ... DAY BY ...

APPROVED AS TO FORM THIS ... DAY BY ...

APPROVED AS TO FORM THIS ... DAY BY ...

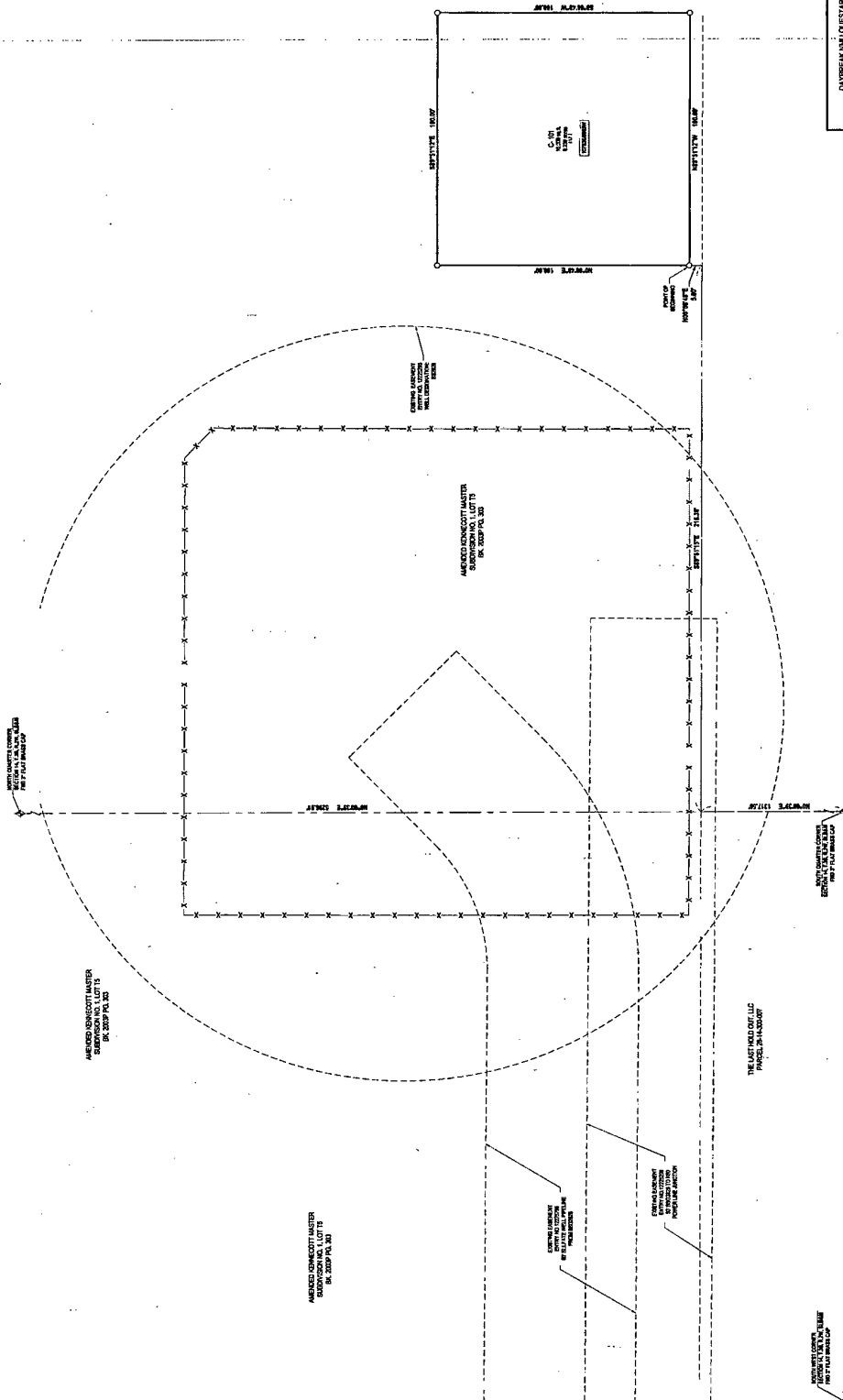
APPROVED AS TO FORM THIS ... DAY BY ...

APPROVED AS TO FORM THIS ... DAY BY ...

26-14-11 @ 9:00 26-14-100-008

**DAYBREAK NMU QUESTAR REGULATOR STATION PLAT**  
**AMENDING LOT T5 OF THE**  
**KENNECOTT MASTER SUBDIVISION #1 AMENDED**

LOCATED IN THE SOUTHWEST QUARTER SECTION 14, T.3S., R.2W.,  
 SALT LAKE BASE AND MERIDIAN



**SHEET 2 OF 3**

DAYBREAK NMU QUESTAR REGULATOR STATION PLAT  
 AMENDING LOT T5 OF THE KENNECOTT  
 MASTER SUBDIVISION #1  
 LOCATED IN THE SOUTHWEST QUARTER SECTION 14, T.3S.,  
 R.2W., SALT LAKE BASE AND MERIDIAN

# 243 24125  
 STATE OF UTAH COUNTY OF KANE REGISTERED AND FILED  
 AT THE OFFICE OF THE CLERK OF COURTS, PHOENIX, ARIZONA  
 DATE 10/18/2024 BY 24324125  
 A 3.100  
 SALT LAKE COUNTY RECORDER



**LEGEND**

▲	POINT OF BEGINNING
○	SETBACK LINE
○	ADJACENT WITH ADJACENT
—	PROPERTY LINE
—	POLE

**Galloway**  
 Planning, Architecture, Engineering  
 311 West 700 South, Suite 200  
 Salt Lake City, UT 84102  
 www.gallowayut.com





**Exhibit "B" (Proposed 20.00 foot wide Access Easement)**

**PROPOSED 20' ACCESS EASEMENT:**

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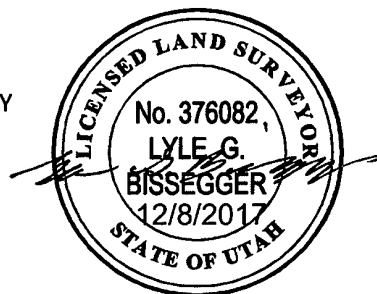
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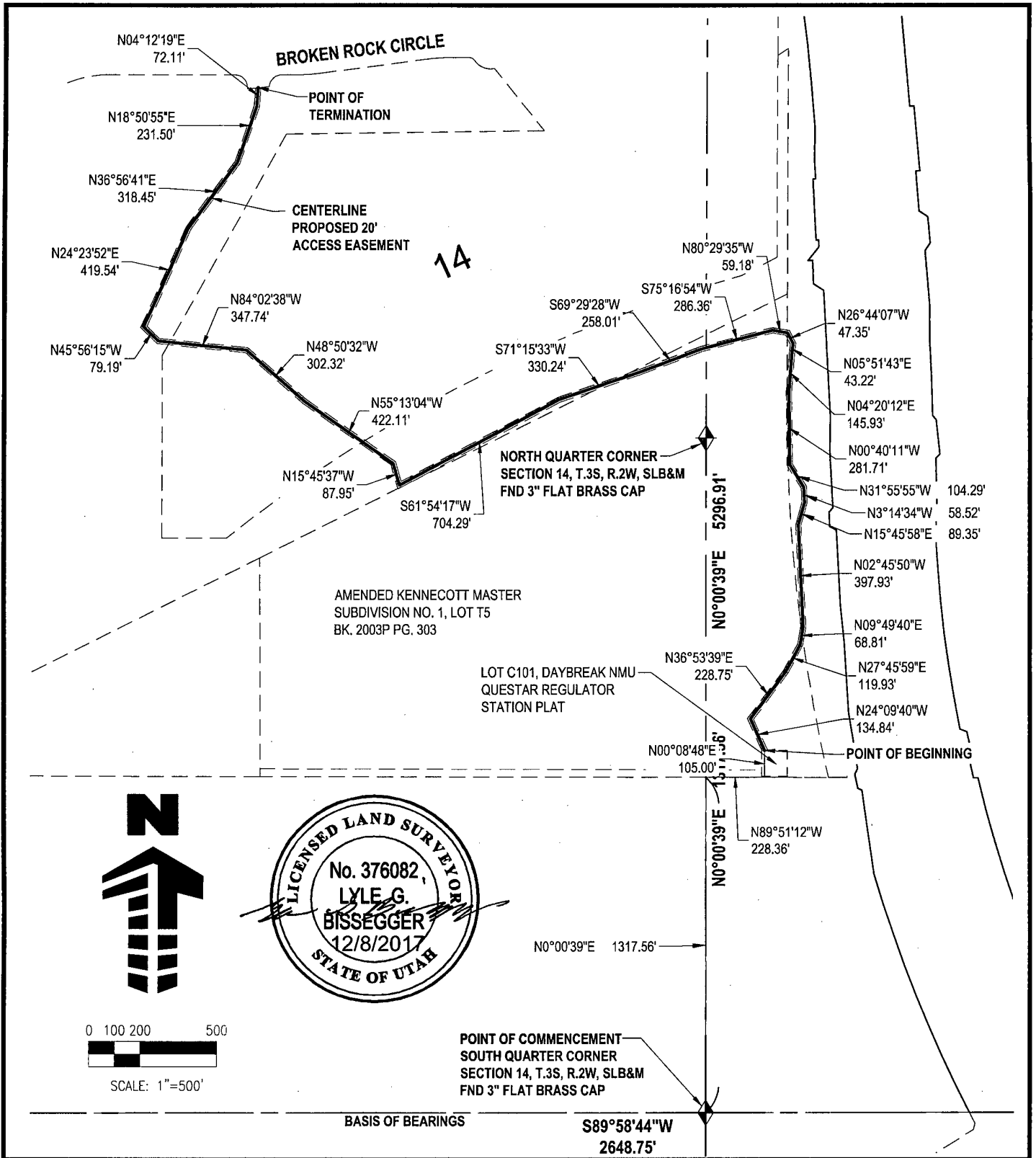
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THE SIDELINES OF THE ABOVE DESCRIBED PROPOSED ACCESS EASEMENT SHALL BE 10 FEET EACH SIDE OF THE ABOVE DESCRIBED CENTERLINE AND SHALL BE LENGTHENED AND/OR SHORTENED AS NECESSARY TO ENCOMPASS A STRIP OF NO LESS THAN 20 FEET IN WIDTH AT ALL POINTS.

THE ABOVE DESCRIPTION IS INTENDED TO FOLLOW THE CENTERLINE OF THE EXISTING DIRT ROAD AS CONSTRUCTED AND IS INTENDED TO CONTINUE TO MEANDER WITH THE ROAD AS THE ROAD MAY MOVE OVER TIME.

PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY  
BY LYLE G. BISSEGGER, PLS# 38038





**EXHIBIT B**  
**20' ACCESS EASEMENT**

**SOUTH JORDAN CITY, SALT LAKE COUNTY, STATE OF UTAH**

#	Date	Issue / Description	Init.
1	12.08.17	REVISED ACCESS	BJD

THIS MAP IS AN INSTRUMENT OF SERVICE AND ARE THE PROPERTY OF GALLOWAY, AND MAY NOT BE DUPLICATED, DISCLOSED, OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF THE GALLOWAY. COPYRIGHTS AND INFRINGEMENTS WILL BE ENFORCED AND PROSECUTED.

**Galloway**  
Planning. Architecture. Engineering.  
6162 S. Willow Drive, Suite 320  
Greenwood Village, CO 80111  
303.770.8884 O  
www.gallowayUS.com  
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Project No:	QGC000008.01
Drawn By:	BJD
Checked By:	LGB
Date:	2017-10-18
1 OF 1	

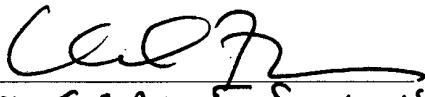
**LENDER'S CONSENT AND SUBORDINATION**

**ACCESS EASEMENT AGREEMENT – AMENDED LOT T5  
OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED**

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE “DEED OF TRUST”), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT ACCESS EASEMENT AGREEMENT, DATED AS OF December 7, 2017, FROM VP DAYBREAK INVESTMENTS LLC, AND VP DAYBREAK OPERATIONS LLC, TO QUESTAR GAS COMPANY, A UTAH CORPORATION DBA DOMINION ENERGY UTAH (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 7<sup>th</sup> 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)

