

WHEN RECORDED MAIL TO:  
Questar Gas Company  
P.O. Box 45360, Right-of-way  
Salt Lake City, UT 84145-0360  
DAYBREAK40554.lp;

12676928  
12/11/2017 2:31:00 PM \$22.00  
Book - 10628 Pg - 4026-4032  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 7 P.

*Space above for County Recorder's use*  
PARCEL I.D# 26-14-300-008

## **RIGHT-OF-WAY AND EASEMENT GRANT**

40554

VP DAYBREAK INVESTMENTS, LLC, a Delaware Limited Liability Company, "Grantor", does hereby convey and warrant to QUESTAR GAS COMPANY, a corporation of the State of Utah, dba Dominion Energy Utah, 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 "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 parcel of land situated in the South Half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, South Jordan City, Salt Lake County, State of Utah, and a portion of Lot T5, Kennecott Master Subdivision #1 Amended, being more particularly described as follows:

Basis of Bearings: 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 South 89°58'44" West.

Commencing at the South Quarter Corner of said Section 14, thence North 00°00'39" East along the Section Line, a distance of 1,317.56 feet, thence South 89°51'12" East, a distance of 316.36 feet, thence North 00°08'48" East, a distance of 5.00 feet to the Point of Beginning; thence North 00°08'48" East, a distance of 30.00 feet; thence South 89°51'12" East, a distance of 152.42 feet to a point on the West line of the Salt Lake County Assessors Parcel No. 26-14-202-007-0000; thence along said West line and curve to the left, having a radius of 6,295.00 feet, a central angle of 00°16'49", a distance of 30.79 feet, a chord bearing of South 12°50'10" East with a chord distance of 30.79 feet; thence North 89°51'12" West, a distance of 159.34 feet to the Point of Beginning.

Parcel contains 4,676 square feet or 0.107 acres, more or less

TO HAVE AND TO HOLD the same unto said QUESTAR GAS COMPANY, its successors and assigns, so long as such 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(s) 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(s) does hereby covenant, warrant and agree as follows:

1. Grantor(s) 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(s) shall not change the contour within the right-of-way without prior written consent of Grantee.
3. Grantor(s) 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(s) 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(s), and without any obligation of restoration or compensation.
6. Grantor(s) 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(s), his/her/its agents, employees, invitees or as a result of Grantor's negligence.



## EXHIBIT A

### Parcel Description

A parcel of land situated in the south half of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, South Jordan City, Salt Lake County, State of Utah, and a portion of Lot T5, Kennecott Master Subdivision #1 Amended, being more particularly described as follows:

**Basis of Bearings:** 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 316.36 feet, Thence N00°08'48"E, a distance of 5.00 feet to the **Point of Beginning**;

Thence N00°08'48"E, a distance of 30.00 feet;

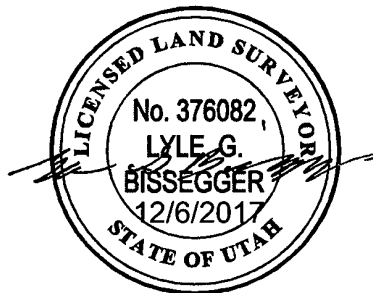
Thence S89°51'12"E, a distance of 152.42 feet to a point on the west line of Salt Lake County Assessors Parcel No. 26-14-202-007-0000;

Thence along said west line and curve to the left, having a radius of 6295.00 feet, a central angle of 00°16'49", a distance of 30.79, a chord bearing of S12°50'10"E with a chord distance of 30.79 feet;

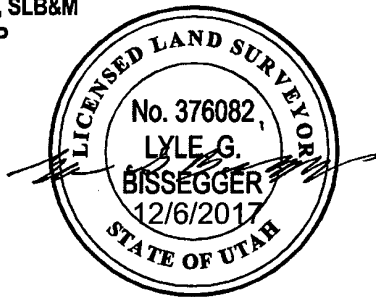
Thence N89°51'12"W, a distance of 159.34 feet to the **Point of Beginning**.

Parcel contains 4,676 square feet or 0.107 acres, more or less.

**EXHIBIT B** is attached hereto and is only intended to depict EXHIBIT A - Legal Description. In the event that EXHIBIT A contains an ambiguity, EXHIBIT B may be used to resolve said ambiguity.



Prepared for and on behalf of Galloway  
by Lyle G. Bissegger, PLS# 38038



NORTH QUARTER CORNER  
SECTION 14, T.3S, R.2W, SLB&M  
FND 3" FLAT BRASS CAP

EXISTING EASEMENT  
ENTRY NO. 12225295  
WELL DESIGNATION:  
BS2828

AMENDED KENNECOTT MASTER  
SUBDIVISION NO. 1, LOT T5  
BK. 2003P, PG. 303

LOT WTC 1 KENNECOTT  
MASTER SUBDIVISION #1 AMENDED  
BK. 2003P, PG. 303

QUESTAR GAS COMPANY  
SALT LAKE COUNTY  
ENTRY NO. 9730358

PARCEL NO.  
26-14-202-007-000

PARCEL CONTAINS  
4,676 sq.ft.  
0.107 acres

$\Delta=0^{\circ}16'49''$   
 $R=6295.00'$   
 $L=30.79'$   
 $CB=S12^{\circ}50'10''E$   
 $C=30.79'$

$N00^{\circ}08'48''E$   
30.00'  
C-101

$N00^{\circ}08'48''E$   
5.00'

$S89^{\circ}51'12''E$  152.42'  
 $N89^{\circ}51'12''W$  159.34'

$S89^{\circ}51'12''E$  316.36'

POINT OF  
BEGINNING

EASEMENT BY  
SEPARATE DOCUMENT

THE LAST HOLD OUT, LLC  
PARCEL 26-14-300-007

SOUTH WEST  
CORNER

SECTION 14,  
T.3S, R.2W, SLB&M  
FND 3" FLAT  
BRASS CAP

$N0^{\circ}00'39''E$  1317.56'

POINT OF COMMENCEMENT  
SOUTH QUARTER CORNER  
SECTION 14, T.3S, R.2W, SLB&M  
FND 3" FLAT BRASS CAP

EXHIBIT B  
30' EASEMENT

| # | Date | Issue / Description | Init. |
|---|------|---------------------|-------|
|   |      |                     |       |
|   |      |                     |       |
|   |      |                     |       |
|   |      |                     |       |

**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: BWD

Checked By: LGB

Date: 2017-11-02

SOUTH JORDAN CITY, SALT LAKE COUNTY,  
STATE OF UTAH

THIS MAP IS AN INSTRUMENT OF SERVICE  
AND ARE THE PROPERTY OF GALLOWAY,  
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CONSENT OF THE GALLOWAY.  
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1 OF 1

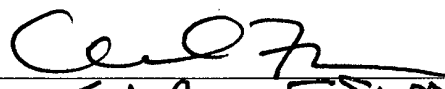
**LENDER'S CONSENT AND SUBORDINATION**

RIGHT-OF-WAY AND EASEMENT GRANT – PARCEL I.D.# 26-14-300-008

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 CERTAIN RIGHT-OF-WAY AND EASEMENT GRANT, DATED AS OF DECEMBER 7 2017, FROM VP DAYBREAK INVESTMENTS 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: SA

[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 Oct 11, 2017 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)

