

14

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

13458742  
11/12/2020 02:29 PM \$40.00  
Book - 11059 Pg - 1566-1579  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
QUESTAR GAS COMPANY  
PO BOX 45360  
SLC UT 84145-0360  
BY: ARA, DEPUTY - WI 14 P.

*Space Above for County Recorder's Use*

Parcel I.D. # 26-14-326-003-0000  
# 26-14-402-001-0000

#### ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this "**Agreement**") is entered into this 2 day of NOVEMBER, 2020, by Questar Gas Company, dba Dominion Energy Utah, a Utah corporation ("**Dominion Energy**"), VP Daybreak Investco 9 LLC, a Utah limited liability company ("**Daybreak Investco 9**"), and VP Daybreak Operations LLC, a Delaware limited liability company ("**Daybreak Operations**"). VP Daybreak Investco 9 and VP Daybreak Operations are sometimes referred to collectively as "**Daybreak**".

#### RECITALS

A. Pursuant to that certain Purchase and Sale Agreement and Joint Escrow Instructions between Daybreak Investments LLC, a Delaware limited liability company, and Dominion Energy, dated October 5, 2017 (the "**PSA**"), Dominion Energy purchased Lot C-101 of that certain plat entitled "DAYBREAK NMU QUESTAR REGULATOR STATION PLAT AMENDING LOT T5 OF THE KENNECOTT MASTER SUBDIVISION #1 AMENDED", recorded on October 16, 2017, as Entry No. 12637435, Book 2017P, at Page 283 of the Official Records of Salt Lake County, Utah (the "**Dominion Energy Property**"), as shown on Exhibit "A" attached hereto and incorporated herein.

B. The Dominion Energy Property is located adjacent to property owned by Daybreak Investco 9 and Daybreak Operations (the "**Daybreak Property**").

C. Dominion Energy desires a perpetual access easement across the Daybreak Property to access the Dominion Energy Property.

D. Dominion Energy and Daybreak desire to provide for the shared use of the 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 receipt and sufficiency of which is hereby acknowledged, the parties, on behalf of themselves and in order to bind their successors and assigns, stipulate, agree and declare as follows:

1. ACCESS EASEMENT. Daybreak hereby grants to Dominion Energy a perpetual, non-exclusive access easement (the “**Access Easement**”) for the purpose of reasonable ingress and egress by Dominion Energy, its employees, contractors, agents, representatives, licenses, invitees, successors and assigns, over and across the Daybreak Property to the Dominion Energy Property, as depicted on Exhibit “B” and as described on Exhibit “C” attached hereto and incorporated herein.
2. NONINTERFERENCE. Daybreak shall not be prohibited from using the Access Easement 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.
3. SUCCESSORS AND ASSIGNMENTS. This Agreement shall run with the land and is binding upon Dominion Energy, Daybreak Investco 9 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 the parcels of property which are respectively benefited and burdened by the Access Easement.
4. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement between the parties with respect to the Access Easement.
5. 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.

**DAYBREAK OPERATIONS:**

**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

By: DAYBREAK COMMUNITIES LLC,  
a Delaware limited liability company  
Its: Project Manager

By: Ty McCutcheon  
Name: Ty McCutcheon  
Title: President & CEO

**ACKNOWLEDGMENT**

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

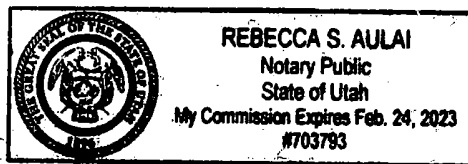
On November 2, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, the President & CEO of DAYBREAK COMMUNITIES LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.

Rebecca S. Aulai  
Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]



**DAYBREAK INVESTCO 9:**

**VP DAYBREAK INVESTCO 9 LLC,**  
a Utah limited liability company

By: DAYBREAK COMMUNITIES LLC,  
a Delaware limited liability company  
Its: Project Manager

By: *Ty McCutcheon*  
Name: Ty McCutcheon  
Title: President & CEO

**ACKNOWLEDGMENT**

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

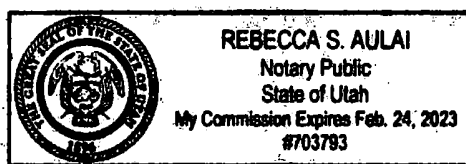
On November 2, 2020, personally appeared before me, a Notary Public, Ty McCutcheon, the President & CEO of DAYBREAK COMMUNITIES LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK INVESTCO 9 LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK INVESTCO 9 LLC, a Utah limited liability company.

WITNESS my hand and official Seal.

*Rebecca S. Aulai*  
Notary Public in and for said State

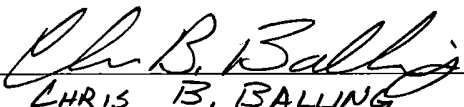
My commission expires: 2/24/23

[SEAL]



**DOMINION ENERGY:**

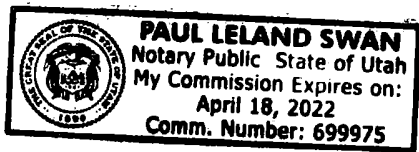
**QUESTAR GAS COMPANY, a Utah corporation  
DBA DOMINION ENERGY UTAH**

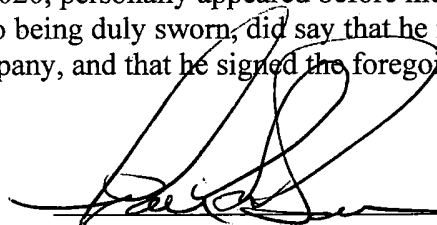
  
By: CHRIS B. BALLING  
Its: Authorized Representative

**ACKNOWLEDGMENTS**

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

On this 2<sup>ND</sup> day of NOVEMBER 2020, personally appeared before me Chris B. Balling, the signer of the within instrument, who being duly sworn, did say that he is an Authorized Representative of Questar Gas Company, and that he signed the foregoing instrument on behalf of the company.



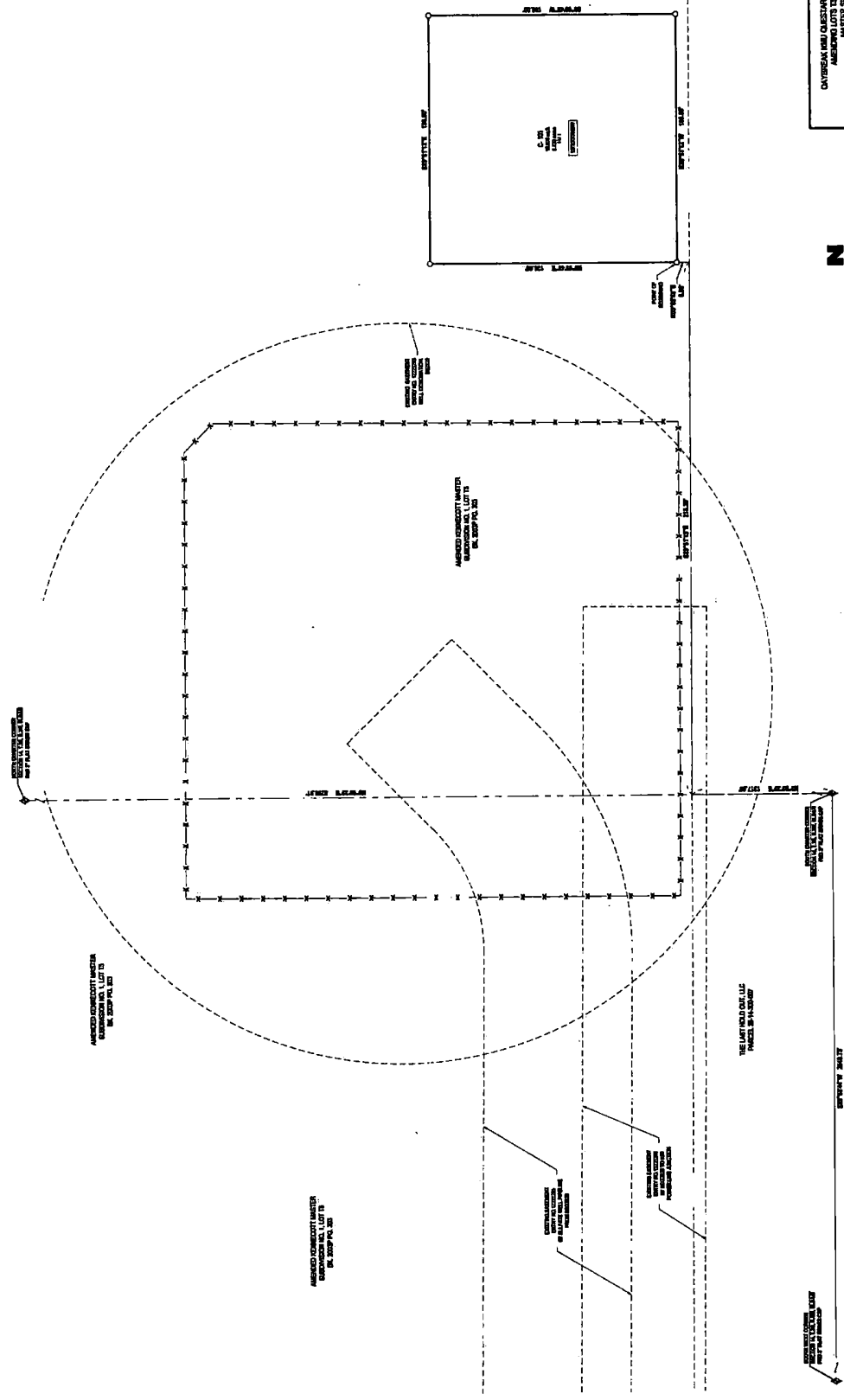
  
NOTARY PUBLIC

**Exhibit "A" (Recorded Plat)**



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

LOCATED IN THE SOUTHWEST QUARTER SECTION 14, T.35S., R.27W.,  
 SALT LAKE BASE AND MERIDIAN



**LEGEND**

- ◊ FROM SALT LAKE COUNTY
- FROM DEEDS
- ▭ FROM THE AMENDMENT OF THE MASTER SUBDIVISION
- EASEMENT
- BOUNDARY

**SHEET 2 OF 3**

DAYBREAK NMU QUESTAR REGULATOR STATION PLAT  
 AMENDING LOT T5 OF THE KENNICOTT  
 MASTER SUBDIVISION #1  
 LOCATED IN THE SOUTHWEST QUARTER SECTION 14, T.35S., R.27W.,  
 SALT LAKE BASE AND MERIDIAN

#8 120374135 RECORDED 08/11/11  
 FILED AT THE REGISTER OF DEEDS OFFICE  
 AT THE REQUEST OF: **QUESTAR ENERGY**  
 DATE: 10/15/11 TIME: 2:58PM BOOK: 20137 PAGE: 233  
 A 91100  
 SALT LAKE COUNTY RECORDS  
 FEB 1



**Galloway**  
 Planning, Architecture, Engineering  
 1000 South Main Street, Suite 200  
 Salt Lake City, UT 84143  
 Phone: 313.222.2222  
 Fax: 313.222.2222  
 www.gallowayinc.com



**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

PLAT NUMBER	DAYBREAK PARCEL LOT AREA	DAYBREAK OPEN SPACE LOT AREA	COLLECTOR STREET STRIP AREA	NON-COLLECTOR STREET PAVEMENT STRIP AREA	PARK AREA DEDICATED TO CITY	OPEN SPACE AREA DEDICATED TO CITY	TOTAL	LIBRA NUMBER OF HANDS EXTENDED	LIBRA FOOTAGE
1	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
2	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
3	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
4	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
5	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
6	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
7	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
8	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
9	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
10	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
11	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
12	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
13	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
14	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
15	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
16	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
17	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
18	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
19	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
20	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
21	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
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23	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
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30	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
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61	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
62	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
63	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
64	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
65	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
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77	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
78	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
79	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
80	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
81	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
82	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
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86	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
87	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
88	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
89	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
90	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
91	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
92	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
93	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
94	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
95	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
96	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
97	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
98	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
99	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
100	0.00	0.00	0.00	0.00	0.00	0.00	0	0	
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0	0	

INFORMATION COMPILED BY ADDING ACREAGE ON A FINAL PLAT PREPARED BY STATED.

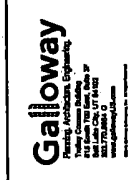
THESE PLATS WERE NOT ADDED IN THE TOTAL COLUMN AT THE BOTTOM OF THE TABLE. THESE PLATS HAVE BEEN AMENDED AND THE AMENDED PLAT WAS ADDED TO THE TOTAL AT THE BOTTOM OF THE TABLE.

INFORMATION SHOWN ON A FINAL PLAT PREPARED BY DOWNSON ENGINEERING AND SURVEYING.

THIS PLAT VACATED (S) PLOTS WHICH WERE SUBTRACTED FROM THE TABLE.

THIS PLAT AMENDED PLOTS FROM THE ORIGINAL PLAT AND THE ACREAGE SHOWN IS THE NET DIFFERENCE.

THESE NUMBERS ARE CORRECTED FROM THE ORIGINALLY RECORDED PLAT.



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

41243-1133  
PLAT NUMBER  
AT THE BOTTOM OF THE LAST AMENDED PLAT (PLAT T5) AS ADDED TO THE TOTAL AT THE BOTTOM OF THE TABLE.

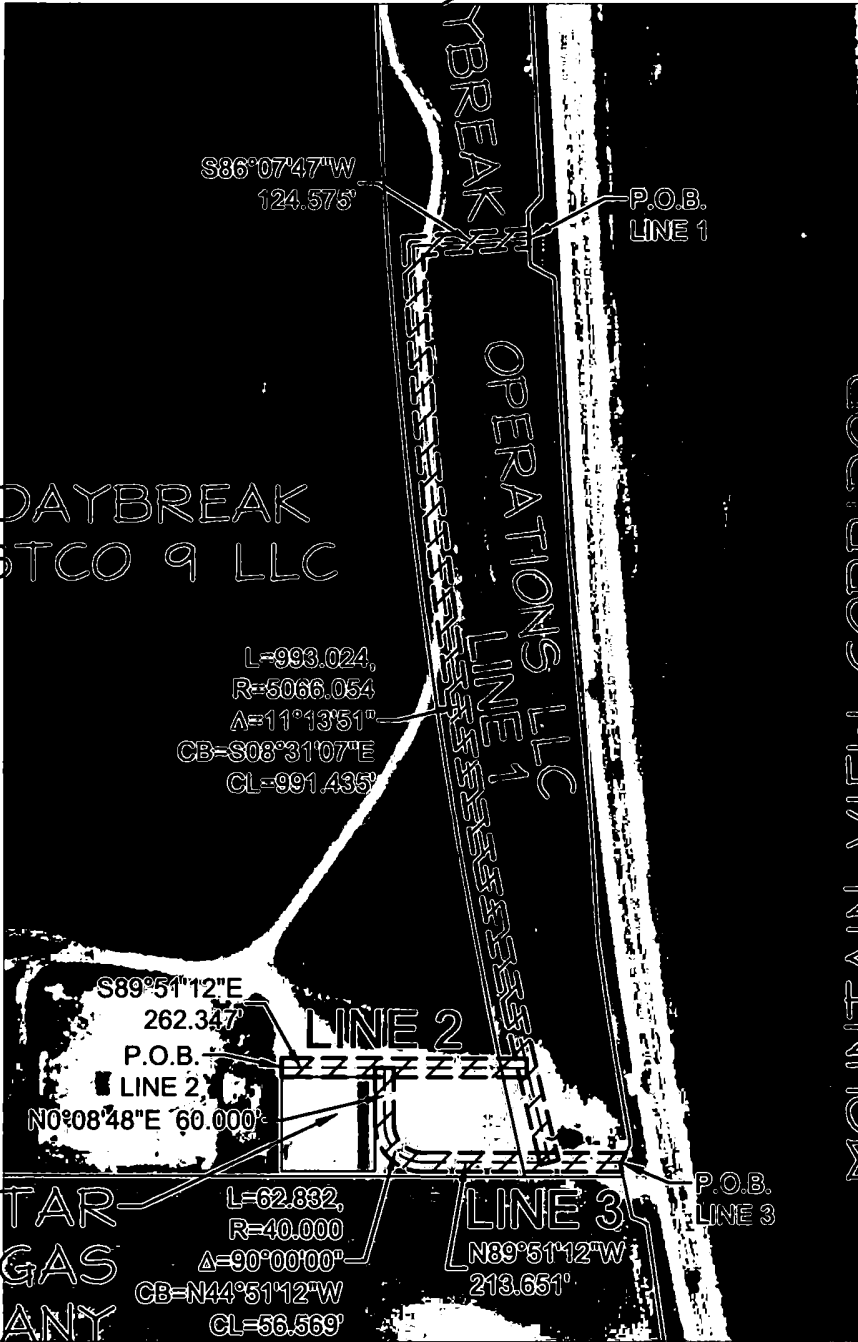
DATE: 10/10/2011  
BY: [Signature]

**Exhibit "B" (Access Easement Drawing)**

VP DAYBREAK

MOUNTAIN VIEW CORRIDOR

VP DAYBREAK  
INVESTCO 9 LLC



QUESTAR  
GAS  
COMPANY

THE BOARD OF EDUCATION  
OF THE JORDAN SCHOOL  
DISTRICT



SCALE 1"=200'

LEGEND

 PROPOSED 20' WIDE ACCESS EASEMENT



6000 SOUTH 1300 WEST, SUITE 100 WEST JORDAN, UT 84063  
801.582.0004 TEL. 801.582.0011 FAX WWW.PERIGEECONSULTING.COM

**NORTH MIXED USE  
ACCESS EASEMENT**

PREPARED FOR: DAYBREAK COMMUNITIES

**Exhibit "C" (Access Description)**

**DAYBREAK NORTH MIXED USE ACCESS EASEMENTS**

**(Line 1)**

A twenty (20) foot wide access 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 and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Mountain View Corridor, said point lies East 479.789 feet and South 2976.734 feet (Basis of bearings is the Daybreak Baseline Northwest being South 89°55'43" East 7954.233' between the Northwest Corner of Section 15, T3S, R2W and the North Quarter Corner of Section 14, T3S, R2W) from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 86°07'47" West 124.575 feet to a point on a 5066.054 foot radius non tangent curve to the left, (radius bears North 87°05'48" East, Chord: South 08°31'07" East 991.435 feet); thence along the arc of said curve 993.024 feet through a central angle of 11°13'51" to the point of terminus.

Contains: (approx. 1118 L.F.)

**(Line 2)**

A twenty (20) foot wide access 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 and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point 10.0 feet Northerly and parallel to the North Line of Lot C-101 of the Daybreak NMU Questar Regulator Station Plat, said point lies East 215.898 feet and South 3864.906 feet (Basis of bearings is the Daybreak Baseline Northwest being South 89°55'43" East 7954.233' between the Northwest Corner of Section 15, T3S, R2W and the North Quarter Corner of Section 14, T3S, R2W) from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 10.0 feet Northerly and parallel line South 89°51'12" East 262.347 feet to the point of terminus.

Contains: (approx. 262 L.F.)

**(Line 3)**

A twenty (20) foot wide access 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 and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Mountain View Corridor, said point lies East 579.291 feet and South 3965.837 feet (Basis of bearings is the Daybreak Baseline Northwest being South 89°55'43" East 7954.233' between the Northwest Corner of Section 15, T3S, R2W and the North Quarter Corner of Section 14, T3S, R2W) from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°51'12" West 213.651 feet to a point on a 40.000 foot radius tangent curve to the right, (radius bears North 00°08'48" East, Chord: North 44°51'12" West 56.569 feet); thence along the arc of said curve 62.832 feet through a central angle of 90°00'00"; thence North 00°08'48" East 60.000 feet to the point of terminus.

Contains: (approx. 336 L.F.)

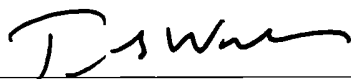
**LENDER'S CONSENT AND SUBORDINATION**

ACCESS EASEMENT AGREEMENT –  
PARCEL I.D. # 26-14-326-003-0000 & # 26-14-402-001-0000  
QUESTAR REGULATOR STATION PLAT  
(TO QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH)

THE UNDERSIGNED, THE BENEFICIARY UNDER THOSE CERTAIN DEEDS OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEEDS OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN ACCESS EASEMENT AGREEMENT, DATED AS OF NOVEMBER 2, 2020, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND VP DAYBREAK INVESTCO 9, A UTAH LIMITED LIABILITY COMPANY, TO QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH, A UTAH CORPORATION (THE "EASEMENT AGREEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT AGREEMENT AND MAKES THE LIENS OF THE DEEDS 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 LIENS OF THE DEEDS OF TRUST TO THE EASEMENT AGREEMENT. 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: Thomas G. Walker  
Title: SVP

[SIGNATURE MUST BE NOTARIZED]

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 October 30, 2020, before me, **Lori Beckman, a Notary Public**, personally appeared **Thomas G. Walker** 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 Beckman*

[SEAL]

