

WHEN RECORDED MAIL TO:
Questar Gas Company
P.O. Box 45360, Right-of-way
Salt Lake City, UT 84145-0360
DAYBREAK40556.lp;

12676927
12/11/2017 2:31:00 PM \$22.00
Book - 10628 Pg - 4019-4025
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# 26-14-300-007

RIGHT-OF-WAY AND EASEMENT GRANT
40556

VP DAYBREAK OPERATIONS, 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 being a portion of Lot WTC1, Kennecott Master Subdivision #1 Amended, 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 550.12 feet to a point on the West line of Right-of-Way and Easement Agreement recorded at Entry No. 9730358, thence North 08°03'45" West along the West Line, a distance of 5.05 feet and to the Point of Beginning; thence North 89°51'12" West, a distance of 73.70 feet to a point on the West line of Salt Lake County Assessors Parcel No. 26-14-202-007-0000; thence along a curve to the right, 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 North 12°50'10" West with a chord distance of 30.79 feet; thence South 89°51'12" East, a distance of 76.29 feet to a point on the West line of said Right-of-Way and Easement Agreement recorded at Entry No. 973058;

thence along said West line, South 08°03'45" East, a distance of 30.31 feet to the Point of Beginning.

Parcel contains 2,250 square feet or 0.052 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 being a portion of Lot WTC1, Kennecott Master Subdivision #1 Amended, 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 550.12 feet to a point on the west line of the Right-of-Way and Easement Agreement recorded at Entry No. 9730358, Thence N08°03'45"W along the west line, a distance of 5.05 feet and to the **Point of Beginning**;

Thence N89°51'12"W, a distance of 73.70 feet to a point on the west line of Salt Lake County Assessors Parcel No. 26-14-202-007-0000;

Thence along a curve to the right, having a radius of 6295.00 feet, a central angle of 00°16'49", a distance of 30.79 feet, a chord bearing of N12°50'10"W with a chord distance of 30.79 feet;

Thence S89°51'12"E, a distance of 76.29 feet to a point on the west line of said Right-of-Way and Easement Agreement recorded at Entry No. 973058;

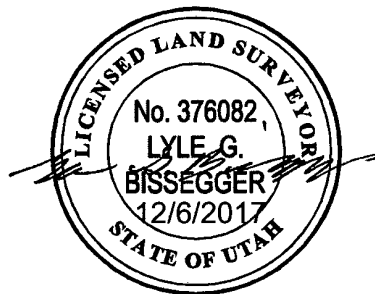
Thence along said west line S08°03'45"E, a distance of 30.31 feet;

feet to the **Point of Beginning**.

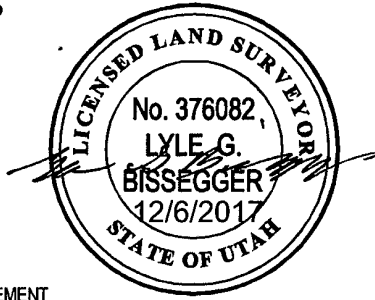
Parcel contains 2,250 square feet or 0.052 acres, more or less.

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

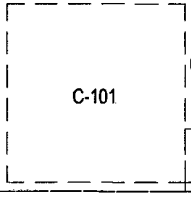
QUESTAR GAS COMPANY
SALT LAKE COUNTY
ENTRY NO. 9730358

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

POINT OF BEGINNING

$\Delta=0^{\circ}16'49''$
 $R=6295.00'$
 $L=30.79'$
 $CB=N12^{\circ}50'10''W$
 $C=30.79$

$S08^{\circ}03'45''E$ 30.31'
 $S89^{\circ}51'12''E$ 76.29'



$S89^{\circ}51'12''E$ 550.12'
EASEMENT BY
SEPARATE DOCUMENT

PARCEL CONTAINS
2,250 sq.ft.
0.052 acres

$N89^{\circ}51'12''W$
73.70'

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

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.05	$N8^{\circ}03'45''W$

EXHIBIT B 30' EASEMENT	# Date Issue / Description Init.	Planning, Architecture, Engineering. 6162 S. Willow Drive, Suite 320 Greenwood Village, CO80111 303.770.8884 O www.gallowayUS.com © 2016, Galloway & Company, Inc. All Rights Reserved	Project No: QGC000008.01
	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.		Drawn By: BWD Checked By: LGB Date: 2017-11-02
SOUTH JORDAN CITY, SALT LAKE COUNTY, STATE OF UTAH			1 OF 1

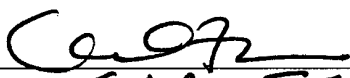
LENDER'S CONSENT AND SUBORDINATION

RIGHT-OF-WAY AND EASEMENT GRANT – PARCEL I.D# 26-14-202-007

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 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: CARY 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 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 Beckman (Seal)

