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Book - 10364 Pg - 1917-1921  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: TWP, DEPUTY - MI 5 P.

When Recorded Return to:  
Mr. Craig L. White  
South Valley Sewer District  
P.O. Box 908  
Draper, Utah 84020

**PARCEL I.D.#** 26-24-300-022, 26-24-300-027, 26-34-300-016  
**GRANTOR:** Daybreak Development Company  
f.k.a. Kennecott Land Residential Development Company and  
Utah Department of Transportation  
(Daybreak Trail Crossing Onsite)  
Page 1 of 5

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, perpetual rights-of-way and easements to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said rights-of-way and easements, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within strips twenty (20) feet wide, said strips extending ten (10) feet on each side of and lying parallel and adjacent to lines of reference and projection thereof, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 1.28 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the rights-of-way and easements as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which these rights-of-way and easements are granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across these rights-of-way and easements nor change the contour thereof without the written consent of GRANTEE. These rights-of-way and easement grants shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed these rights-of-way and Easements this 21 day of SEPTEMBER, 2015.

GRANTOR(S)

*Daybreak Development Company*  
(f.k.a. Kennecott Land Residential Development Company)

By: [Signature]

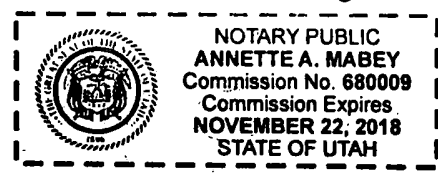
Its: VICE PRESIDENT  
Title

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On the 21<sup>st</sup> day of September, 2015, personally appeared before me Ty McClutcheon who being by me duly sworn did say that (s)he is the vice president of **Daybreak Development Company (f.k.a. Kennecott Land Residential Development Company)**, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

[Signature]  
Notary Public

My Commission Expires: 11/22/2018  
Residing in: South Jordan, Utah



**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Chief, Right-of-Way

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the Chief, Right-of-Way, for the Utah Department of Transportation and that said instrument was signed in behalf of Utah Department of Transportation and acknowledged to me that the Utah Department of Transportation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Residing in: \_\_\_\_\_

**Exhibit 'A'**

**Daybreak Trail Crossing  
Sewerline Easement Onsite**

**July 29, 2015  
Revised August 28, 2015**

A 20.0 foot wide easement for Sewerline Facilities being 10.0 feet each side of the following described centerlines:

A part of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of Daybreak Parkway located 1231.78 feet South  $89^{\circ}58'44''$  East along the Section Line and 270.73 feet North  $0^{\circ}01'16''$  East from the Southwest Corner of said Section 24; and running thence North  $36^{\circ}33'01''$  West 220.11 feet to a point hereafter referenced as Point 'A'; thence North  $53^{\circ}21'19''$  East 310.99 feet; thence North  $53^{\circ}19'59''$  East 228.01 feet; thence North  $36^{\circ}32'54''$  West 248.48 feet to a point hereafter referenced as Point B; thence North  $8^{\circ}27'00''$  East 135.50 feet; thence North  $36^{\circ}32'54''$  West 328.50 feet; thence South  $53^{\circ}27'06''$  West 285.12 feet to the endpoint of this easement centerline.

ALSO:

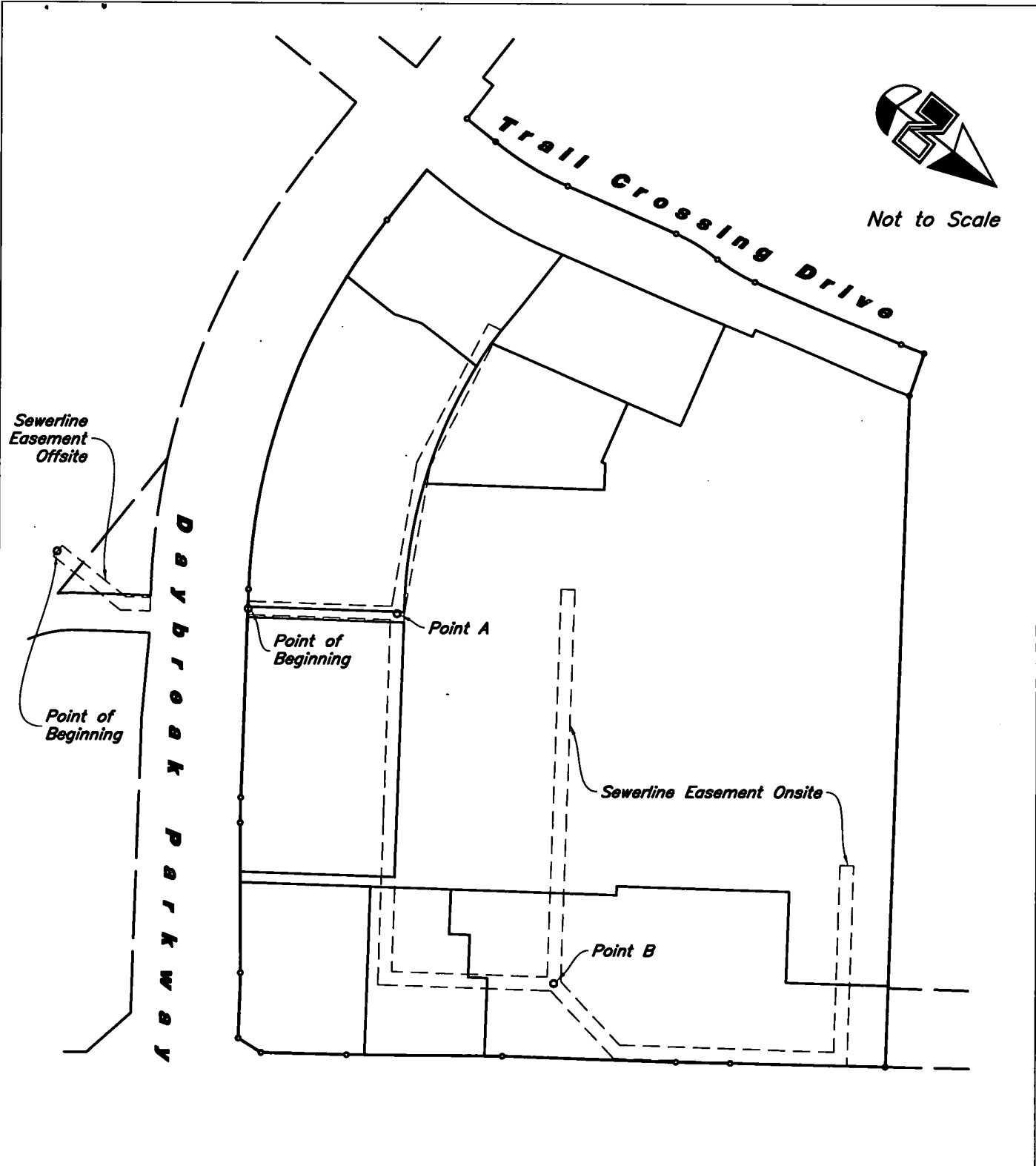
Beginning at previously described reference Point 'A'; and running thence South  $61^{\circ}06'50''$  West 222.75 feet; thence South  $78^{\circ}24'53''$  West 229.39 feet to the endpoint of this easement centerline.

ALSO:

Beginning at previously described reference Point 'B'; and running thence South  $53^{\circ}27'06''$  West 582.88 feet to the endpoint of this easement centerline.



Not to Scale



**M o u n t a i n V i e w C o r r i d o r**

**AWA**  
**ANDERSON WAHLEN & ASSOCIATES**  
 2010 North Redwood Road, Salt Lake City, Utah 84116  
 801 521-8529 - AWEngineering.net

**Sewer Easement Exhibit**

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**Trail Crossing**  
 Daybreak Parkway & Trail Crossing Drive  
 South Jordan, Utah

Sheet No.  
**EX**

Designed By: KR  
 Drafted By: JC  
 Client Name:  
 Smith's  
 Sewer Easement Ex  
**17 Aug, 2015**