

After recording, return to:  
D R Horton, Inc.  
12351 S. Draper Park Place, D-100  
Draper, Utah 84020  
Attn: Adam Loser

ENT 15017:2022 PG 1 of 3  
**Andrea Allen**  
**Utah County Recorder**  
2022 Feb 02 03:21 PM FEE 40.00 BY SW  
RECORDED FOR DHI Title - Utah  
ELECTRONICALLY RECORDED

Parcel No. 38-642-0004

## PUBLIC UTILITY EASEMENT

D. R. Horton, Inc. a Delaware corporation (“herein after the GRANTOR) for and in valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey to all Public Utilities (“herein after the GRANTEES), their successors, assigns, lessees, licensees and agents, pursuant to Utah Code Ann. § 54-3-27, a perpetual Public Utility Easement and right-of-way to construct, reconstruct, modify, change, add to, operate, maintain, repair, protect, and remove public utility facilities and appurtenant parts (herein after the FACILITIES) as GRANTEES may require upon, under and across a parcel of GRANTOR’S land situated in the County of Utah, State of Utah, more particularly described as follows and as shown on Exhibit “A” attached hereto and by this reference made a part hereof:

### DESCRIPTION AND DEPICTION

*SEE ATTACHED EXHIBIT “A” attached hereto collectively as Exhibit "A" and incorporated herein by reference.*

To have and hold the same unto the GRANTEES, its successors and assigns perpetually, with the right of ingress and egress to the GRANTEES, its officers, employees, agents, and assigns to enter upon the above described property with such equipment as is necessary to Complete all activities in connection with the purposes for which this easement has been granted. The contractor performing the work shall restore all property, through which the work traverses, to its original condition or better.

GRANTOR reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

GRANTEES shall comply with all City, State and Federal laws and regulations and obtain all necessary permits, pay all applicable fees, and post any bonds required.

The rights, conditions, and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

Signed and delivered this 2 day of February, A.D., 2022.

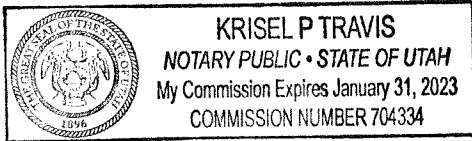
Grantor: D. R. Horton, Inc.

BY: Adam R. Loser

TITLE: Vice President

STATE OF UTAH )  
SS  
COUNTY OF SALT LAKE )

On the 2 day of February, 2022, personally appeared before me Adam R. Loser, the signer(s) of the above instrument, who duly acknowledged to me that (he) (she) (they) executed the same. Witness my hand and official seal this 2 day of February, 2022.



Krisel P Travis  
Notary Public

**Exhibit "A"**  
**Easement**

(Description and Depiction of Easement; and Easement Exhibit)

*10' wide area of land along the South and West property lines of Lot 4 Edgewater North Subdivision as record on July 20, 2020 as Entry No. 103481:2020 Map 17158 in the office of the Utah County Recorder.*

OLIVE TREE ENTERPRISE  
SERIAL NO. 13:04100

