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Book - 10364 Pg - 1922-1925  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: TUF, DEPUTY - UI 4 P.

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

**PARCEL I.D.#** 26-24-351-002  
**GRANTOR:** Daybreak Development Company  
f.k.a. Kennecott Land Residential Development Company  
(Daybreak Trail Crossing Offsite)  
Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement 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, a perpetual right-of-way and easement 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 right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, said strip 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:

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

Contains: 0.075 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 right-of-way and easement 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 this right-of-way and easement is 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 this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant 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 this right-of-way and Easement 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

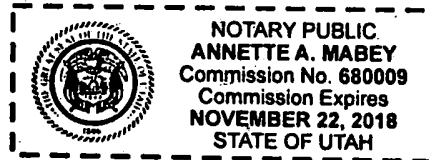
STATE OF UTAH            )  
  ) :SS  
COUNTY OF SALT LAKE    )

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



**Exhibit 'A'**

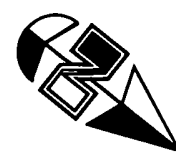
**Daybreak Trail Crossing  
Sewerline Easement Offsite**

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

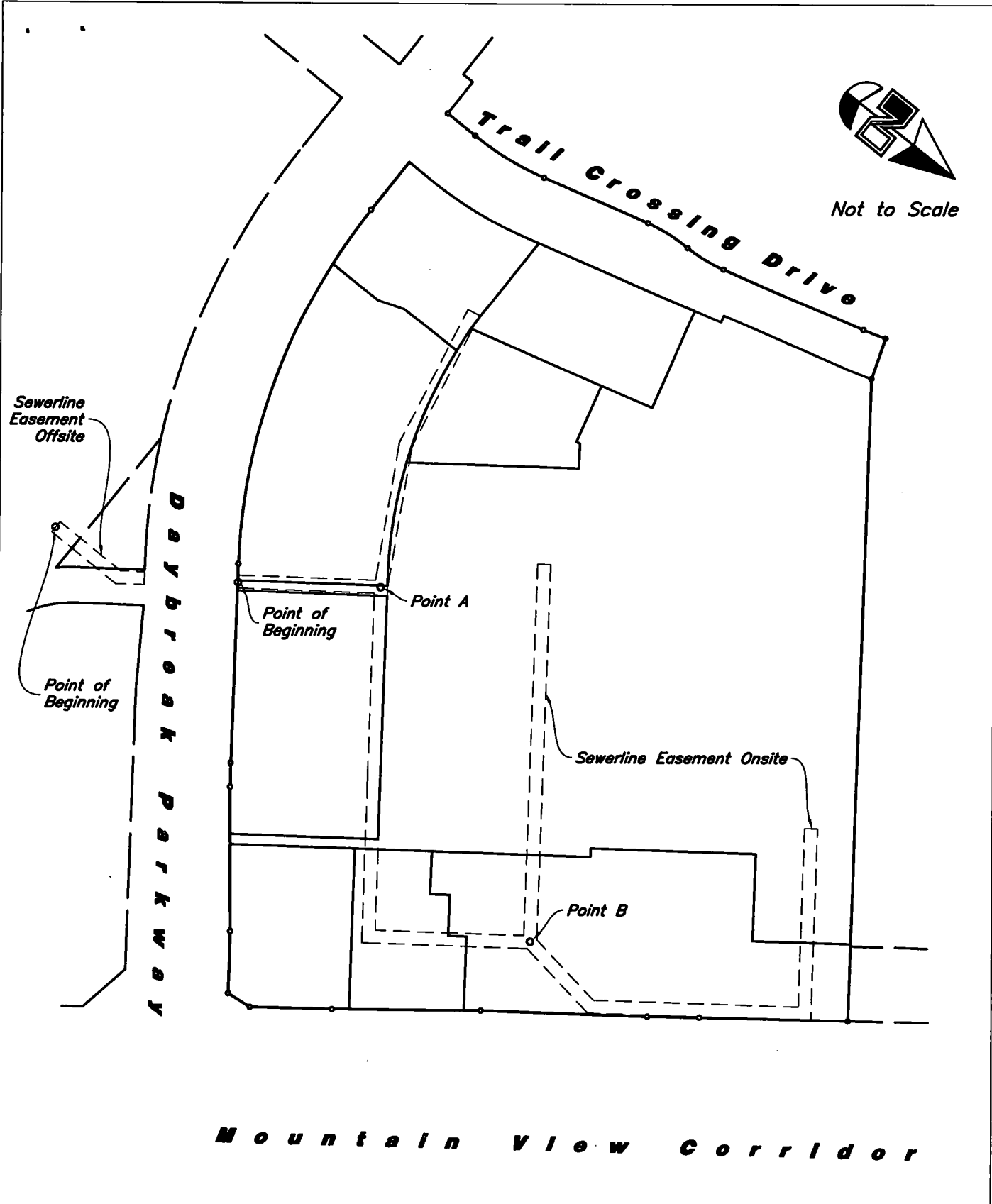
A 20.0 foot wide easement for Sewerline Facilities being 10.0 feet each side of the following described centerline:

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 located 1340.16 feet South 89°58'44" East along the Section Line from the Southwest Corner of said Section 24; and running thence North 0°25'33" East 123.47 feet; thence North 36°33'01" West 40.35 feet to the South Line of Daybreak Parkway and 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 - AWahlen@earthlink.net

**Sewer Easement Exhibit**

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

<b>EX</b>	Designed By: KR
	Drafted By: JC
	Client Name: Smith's
	<b>Sewer Easement Ex</b> <b>17 Aug, 2015</b>