

NOTES:

1. In conjunction with the recording of this plat for DAYBREAK VILLAGE 10 NORTH PLAT 4, there shall also be recorded, with respect to the "tract" described herein, a document entitled "Supplement to Covenant for Community for Daybreak Submitting Additional Property", and, with respect to the residential lots and certain other lots within this Plat, a document entitled "Supplement to Covenant for Community for Daybreak" (the "Covenant"). The "Supplement to the Covenants" subject the "tract" described herein to a document entitled "Covenant for Community for Daybreak" (the "Covenant"), and the residential lots and certain other lots within this Plat to a second document entitled "Community Charter for Daybreak" (the "Charter"). In addition, any non-residential lot(s) may also have recorded against them a "Supplement to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village Submitting Additional Property" which contains such restrictions as are contained in the "Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daybreak Village" (the "Village Declaration"). This Plat is part of a master-planned community commonly known as "Daybreak" and is subject to the Master Development Agreement, recorded on March 26, 2003, in Entry No. 8581557, in Book 8762 beginning on Page 7103 of the Official Records of Salt Lake County (which Master Development Agreement may be amended from time to time) (the "Master Development Agreement").

2. The "tract" subdivided by this Plat is hereby specifically subjected to a reservation by the Owner of (i) all oil, gas, geothermal and mineral rights and interests under or appurtenant to the "tract" subdivided by this Plat, and (ii) all water flowing or located under, within, over, or through the "tract" subdivided by this Plat, including, without limitation, all storm water and reclaimed water. The "tract" subdivided by this Plat is further subject to all easements, restrictions, reservations, rights-of-way, shortages in areas, encroachments, or other encumbrances, whether such matters are of record or otherwise enforceable at law or in equity.

3. All areas identified on this Plat as public rights-of-way are intended for public use and are hereby dedicated for the public use and benefit of the public, as the dedication shown herein. All other areas are not dedicated for public use by this Plat. Lots designated as "O" and "P" are to be dedicated or donated to either: (i) the city or other governmental entity, or (ii) an owners' association for common area use, in a subsequently recorded instrument or an amendment to this Plat. Any easement shown on this Plat that is not specifically referred to as "public" is reserved to Owner at Owner's expense.

4. The Owner reserves, in favor of Daybreak Water Company, a Utah non-profit corporation, easements over, across and under all streets, public rights-of-way, alleys, "P" lots and "O" lots, and other public use areas, all public utility and drainage easement areas to install, maintain, repair, and otherwise operate and accomplish all things associated with, a secondary water system providing secondary water to portions of Daybreak.

5. On any lot in this Plat encumbered by a blanket PUD easement, Owner reserves the right to relocate and/or more particularly define the location of such easement by Owner recording a notice of such location concerning such lot in the Official Records of Salt Lake County. Owner's relocation or definition of the easement is subject to existing utility's consent.

6. From and after recording of this plat, any amendment thereto or further subdivision thereof or within therewith shall not be deemed to be an amendment to the Kennecott Master Subdivision #1 referred to herein. Further subdivision of the Kennecott Master Subdivision #1 is consented to by any owner at any time hereafter purchasing or having an interest in any lots shown on this plat.

7. Certain lots on this Plat may be served by sewer laterals that are less than 11 feet below ground level. In such event the residence on such lots with basements may not have sewer service available to the basements. The owner of any lot in this Plat shall be responsible for verifying the sewer lateral serving said lot and shall be responsible for setting the foundation elevation of the residence constructed thereon to a depth sufficient for adequate fall into the respective sewer lateral.

8. The total development known as Daybreak, of which this plat is a part, is a large, master planned community. Projects of Daybreak may contain or be adjacent to a significant mix of land uses, including parks, recreational facilities, churches, schools, retail, office and commercial, and industrial uses, which will be intermingled with residential properties. Different uses may be constructed at different times. Certain uses may be located near other uses when Daybreak is fully developed, such as commercial, retail, civic, educational, religious and office property and apartments, townhouses and condominiums, which may or may not be built contemporaneously with residential property. The course of development, the plan of Daybreak may change depending on a variety of factors, including market factors, design decisions and the results of ongoing studies and planning. Certain traits of each residential property may change over time depending on adjacent uses, such as the view, shade, perceived privacy, adjacency to parks, trails or open or amount/limiting of traffic. No commitments are made regarding the future development of Daybreak or the uses that will be made of land within or around Daybreak. Also, in connection with the development of Daybreak there will be ongoing construction activities related to development.

9. For any "P" lots or "O" lots with paved sidewalks and/or walkways constructed thereon, the Owner hereby grants a public access easement thereon for public use by pedestrians and non-motorized vehicles for the purpose of reasonable access, ingress and egress over and across such paved sidewalks and/or walkways. Such public access easement areas and improvements shall be maintained by the Daybreak community association or applicable sub-association.

10. Approval of this plat by South Jordan City does not mean that individual lot drainage to a road or retention facility is assured. Development and grading may necessitate swales and other drainage facilities to protect individual properties. Approval of this plat also does not constitute representation by the City that swales or other drainage facilities are appropriate and maintained nor that drainage from adjacent properties is prevented.

11. Sewer service is not currently available to lots C-101 & C-102. The developer of each lot will be required to extend to and connect to the existing sewer pipe.

12. The signature of South Valley Sewer District on this Plat does not constitute approval of the owner(s) Sewer lines or facilities. The owner(s) of the property must provide satisfactory plans to the Sewer District for review and approval before connecting to the District's sewer system and will be required to comply with the District's rules and regulations.

EASEMENT NOTE:

Owner certifies that the easements, claims of easements, or encumbrances on the platted property, which are shown by public records are shown on this plat based on the title record issued by Commonwealth Title, Order Number 111640-104, Amendment No. 2023, with an effective date of October 4, 2023.

HIGH GROUND WATER:

Many areas in South Jordan City have ground water problems due to high (fluctuating) water table. Approval of this plat does not constitute representation by the City that building at any specified elevation will solve ground water problems, if any.

SEWER LATERAL NOTE:

All lots contained within this Plat are served by private sewer lateral. The owner(s) of a lot in this Plat, or any portion of an Alpha lot or portion which is served by a sewer lateral which traverses a lot labeled "P" or "O" or "O" lot, public rights-of-way and/or PUD/E easements is hereby granted an easement over and through such "P" and/or "O" lot, public rights-of-way and/or PUD/E easements for the purpose of allowing such owner(s) the right to operate, maintain and repair such sewer lateral. Promptly following any construction, repairs or maintenance requiring disturbance of the surface or subsurface of a burdened property, the benefited party shall cause the surface and subsurface of the burdened property to be restored to a condition substantially similar to the condition prior to such disturbance.

NOTICE:

Potential purchasers of property described on this plat are advised by South Jordan City to familiarize themselves with all notes, lot information, easements and other pertinent information contained on this plat and also with any Covenants, Conditions and Restrictions ("CCRs") recorded against such property, including those described in note 1 of this plat. Such property may also be subject to the restrictions of the Kennecott Development Standards ("Matrix"), which are attached to Kennecott Master Subdivision #1 as recorded on March 26, 2003, commencing at Page 7103 in the Salt Lake County Recorder's Office as it may be amended from time to time. These documents may limit the use of the property and failure to comply with such documents may result in financial losses to the property owner. Purchasers and property owners are responsible to review and to be in compliance with this plat, the CCRs, the Matrix and other recorded documents related to this plat, as currently existing or as may from time to time be changed and/or amended.

RECORD OF SURVEY

32021-01-0032

REC. NO.

Steve J. Kiesel 11/14/23

SIGNATURE DATE



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Century Link: Paul Breyer DATE: 8-23-23

Pacificor: Braxton DATE: 8-29-23

Dominion Energy: John Dunn DATE: 8-21-23

Comcast: Erin DATE: 8-22-23

Salt Lake County Health Department: Chad

General Manager: John Napp

City Planner: Gregory Schindler

South Valley Sewer District: John Napp

Planning Department: John Napp

South Jordan City Engineer: John Napp

Office of the City Attorney: John Napp

South Jordan City Mayor: John Napp

South Jordan City Recorder: John Napp

South Jordan City Clerk: John Napp

South Jordan City Treasurer: John Napp

South Jordan City Auditor: John Napp

