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Book - 10240 Pg - 6974-6977
SARREY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into this 18 day of June 2014, between TND CONTRACTOR SERVICES, LC, a Utah limited liability company (hereinafter referred to as "Builder") and the UTAH AND SALT LAKE CANAL COMPANY, (hereinafter referred to as "Canal").

RECITALS:

A. WHEREAS, Builder owns real property located in the City of Bluffdale, Salt Lake County, State of Utah known as Lot 185 Parry Farms Phase I Subdivision, also known as 1575 West Iron Horse Blvd., tax ID#33-15-455-004, and

B. WHEREAS, the Canal company has a recorded prescriptive easement across a portion of the aforementioned lot, the Notice of which is recorded as Entry Number 10802664. Book 9802, Pages 174-278, in the Office of the Recorder of Salt Lake County.

and

C. WHEREAS, the Builder wishes to encroach upon that prescriptive easement as set forth in the terms of this Encroachment Agreement, and

D. WHEREAS, the Canal Company is willing to allow the encroachment based upon the terms and conditions set forth herein,

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This agreement shall run with the land and shall be binding upon all of the successors and assigns of either party and shall run in perpetuity unless otherwise terminated by Canal Company and the then owner of the subject property at the time of termination.

JOHN HARDY
3663 W EQUINOX CIR
CORPENTON UT 84006
BY: JNP, DEPUTY - 01 4 P.

2. The house currently constructed upon the subject property encroaches within the Canal Company's recorded prescriptive easement. In a like manner, fencing and landscaping will be within the Canal Company's recorded prescriptive easement.


3. The location of the fence must be at least three (3) feet from the crest of the canal bank and must be installed prior to the transfer of the real property from Builder to any third party.

4. Builder, for itself and as a result of the continuing and perpetual nature of this agreement, agrees to indemnify and hold harmless Canal Company and any of its principals, agents, and employees, from and against all claims, loss, liability, suits, and damages, including attorney's fees, charges, or expenses for injury or damages to any persons or property that may result from construction within Canal Company's recorded Prescriptive Easement, including, but not limited to, damages caused by maintenance of the canal, flooding by the canal, acts of God, or any other damage, loss, or injury sustained by Lot 185 as a result of its encroachment by structures and fences into the recorded prescriptive easement.

5. This document shall be recorded in the public record to give notice to all purchasers of the terms hereof.

DATED the date and year first above written.

TND CONTRACTOR SERVICES, LC

By:  _____

Its:  _____

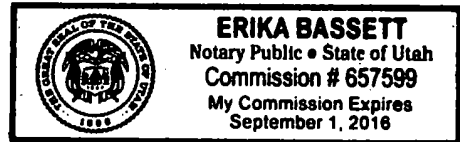
UTAH AND SALT LAKE CANAL COMPANY

By: J Nelson Peterson
Its: President

STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 18 day of June, 2014, personally appeared before me
Johnathon W Hardy, the owner, signer of the foregoing Encroachment
Agreement, who duly acknowledged that he executed the same.

Erika Bassett
NOTARY PUBLIC



STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

On the 19th day of June, 2014, personally appeared before me
J Nelson Peterson, the President, signer of the foregoing Encroachment
Agreement, who duly acknowledged that he executed the same.

Megan Singleton Howard
NOTARY PUBLIC



VTDI 33-15-455-004-0000 DIST 45 TOTAL ACRES 0.26
TND CONTRACTOR SERVICES LC TAX CLASS UPDATE REAL ESTATE 74700
LEGAL BUILDINGS 0
PRINT U TOTAL VALUE 74700

1575 W IRON HORSE BLVD NO:
BLUFFDALE UT 84065 EDIT 0 FACTOR BYPASS
LOC: 1575 W IRON HORSE BLVD EDIT 0 BOOK 10213 PAGE 9477 DATE 02/28/2014
SUB: PARRY FARMS PH 1 TYPE SUBD PLAT
06/24/2014 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
LOT 185, PARRY FARMS PHASE 1 SUBDIVISION. 9225-4028
9225-4029 9248-1864 9280-7703 9412-2460 9413-4192



PFKEYS: 1=RXPH 4=VTAU 6=NEXT 7=RTRN VTAS 8=RXMU 10=RXBK 11=RXPN 12=PREV