

John Harley  
12374 S. 900E  
DRAPER UT 84020

12000300  
2/26/2015 3:19:00 PM \$14.00  
Book - 10299 Pg - 7238-7240  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SURETY TITLE  
BY: eCASH, DEPUTY - EF 3 P.

### AMENDED ENCROACHMENT AGREEMENT

This Amended Encroachment Agreement (the "Amended Agreement") is entered into this 26 day of February, 2015 by and between TND Contractor Services, LC, a Utah limited liability company ("Builder") and the Utah and Salt Lake Canal Company (the "Canal Company"), witnesseth:

#### 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. (the "Lot"), tax ID#33-15-455-004; and

B. WHEREAS, the Canal company has a recorded prescriptive easement (the "Prescriptive Easement"), across a portion of the 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 Canal Company and Builder entered into an Encroachment Agreement (the "Encroachment Agreement"), dated June 18, 2014, recorded as Entry Number 31871150, Book 10240, Page 6974-6977 in the Salt Lake County Recorder's Office, which modifies the Easement as it related to the lot; and

WHEREAS, Builder has constructed a house (the "House"), on the lot and a portion of the footprint of the home extends into the Canal Company's recorded easement; and

WHEREAS, the fence required in the Encroachment Agreement has been constructed at the required three (3) feet from the crest of the canal bank; and

WHEREAS, Builder desires to sell the lot and house and wishes to avoid any possibility the Canal Company may require that the encroaching house be demolished.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Except as modified in paragraphs 2 and 3 below, the Encroachment Agreement dated June 18, 2014 shall remain in full force and effect and be binding upon all successors and assigns of either party.

2. The footprint of the existing house as evidenced by the footings and foundation is excluded from the prescriptive easement and the parties agree that in no situation shall Canal Company require demolition, modification, or relocation of the house as constructed and existing on the lot at the time of this Agreement.

3. The fence and landscaping located in the prescriptive easement may be repaired, maintained or modified, provided that if any such action shall cause future additional expense to the Canal Company in operating, maintaining or protecting its Canal, Builder and all successors in interest agree to reimburse Canal Company for such reasonable additional expense.

4. This Amended 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,

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

**COURTESY RECORDING**

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

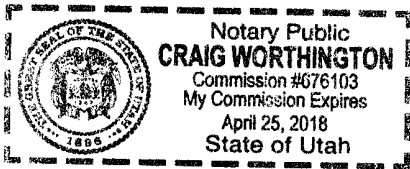
DATED the date and year first above written.

TND CONTRACTOR SERVICES, LC

By: [Signature]  
Its: owner

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

On the 26 day of February, 2015, personally appeared before me John T. Hardy, the signer of the foregoing Amended Encroachment Agreement, who duly acknowledged that he executed the same.



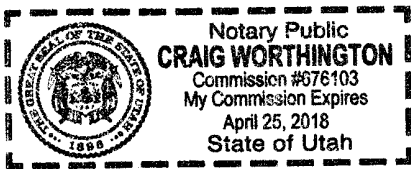
[Signature]  
NOTARY PUBLIC

UTAH AND SALT LAKE CANAL COMPANY

By: J. Nelson Peterson  
Its: President

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

On the 26 day of February, 2015, personally appeared before me J. Nelson Peterson, the signer of the foregoing Encroachment Agreement, who duly acknowledged that he executed the same.



[Signature]  
NOTARY PUBLIC