

When Recorded, Mail To:  
Kennecott Water Distribution LLC  
4700 Daybreak Parkway  
South Jordan, Utah 84009  
Attention: George J. Stewart

12113822  
8/17/2015 1:15:00 PM \$36.00  
Book - 10353 Pg - 1662-1673  
Gary W. Ott  
Recorder, Salt Lake County, UT  
HOLLAND & HART LLP CO  
BY: eCASH, DEPUTY - EF 12 P.

### ASSIGNMENT AND ASSUMPTION OF EASEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF EASEMENTS (this "*Assignment*") is made and entered into as of the 11 day of August, 2015 (the "*Effective Date*"), by and between DAYBREAK SECONDARY WATER DISTRIBUTION COMPANY, a Delaware corporation with an address of 4700 Daybreak Parkway, South Jordan, Utah 84009 ("*Assignor*"), and DAYBREAK WATER COMPANY, a Utah nonprofit corporation, with an address of 4700 Daybreak Parkway, South Jordan, Utah 84009 ("*Assignee*").

#### RECITALS:

A. Assignor is the holder of certain easements for the installation, maintenance, repair, and operation of a secondary water system to provide secondary water to portions of the master planned community of Daybreak (the "*Easements*"), which run over, upon, across, and under and otherwise affect and encumber certain real property located in Salt Lake County, State of Utah, described on Exhibit A, which is attached hereto and incorporated herein (the "*Property*").

B. Assignor desires to assign and transfer the Easements, and its rights and obligations thereunder, to Assignee, and Assignee desires to accept such assignment of the Easements, subject to and in accordance with the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Easements. Assignor hereby conveys, transfers, assigns, and sets over to Assignee all of Assignor's right, title, interest, claim, or demand, including all of Assignor's rights and obligations thereunder from and after the Effective Date, in and to any and all of the Easements located on, affecting, and/or encumbering all or any portion of the Property, including without limitation, the Easements specifically described on Exhibit B hereto.

2. Acceptance of Assignment of Agreement. Assignee hereby accepts the assignment of the Easements set forth in Section 1 hereof and agrees to be solely bound by, to assume, and to solely perform all of Assignor's obligations under the Easements, including all terms and conditions of the Easements without any restriction or limitation, arising from and after the Effective Date.

3. Incorporation of Recitals and Exhibit. The recitals set forth above and exhibits attached hereto are incorporated in this Assignment by this reference.

4. No Third Party Beneficiaries. Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person, firm, or corporation other than Assignee and its successors and assigns, any remedy or claim under or by reason of this Assignment or any terms, covenants, or conditions hereof, and all the terms, covenants, conditions, promises, and agreements set forth herein shall be for the sole and exclusive benefit of Assignee and its successors and assigns.

5. Further Assurances. Each party hereto shall promptly execute and deliver, or cause to be executed and delivered, all such documents and instruments, in addition to those otherwise required by this Assignment, in form and substance reasonably satisfactory to the other party, as such other party may reasonably request in order to carry out the transactions stated in this Assignment or to carry out or evidence the terms hereof.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

7. Counterparts/Signatures. This Assignment may be executed in one or more counterparts, each of which will be deemed an original.

8. Attorney's Fees. If any suit or action arising out of or related to this Assignment is brought by any party, the prevailing party or parties shall be entitled to cover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any bankruptcy, post-trial or appellate proceeding, or the collection or enforcement of any judgment award entered or made in such suit or action.

9. Governing Law. This Agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Utah.

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUE ON FOLLOWING PAGES]



ASSIGNEE:

DAYBREAK WATER COMPANY,  
a Utah nonprofit corporation

By: [Signature]  
Name: Steve Schnoor  
Title: Ops. Officer

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

The foregoing instrument was acknowledged before me this 17 day of August,  
2016 by Steve Schnoor, the Operating Officer of Daybreak  
Water Company, a Utah nonprofit corporation.

[Signature]  
Notary Public Signature and Seal

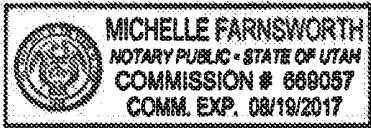


EXHIBIT A

[Legal Description of the Property]

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

**Daybreak (Entire Development)**

A tract of land situated in Sections 18 and 19, Township 3 South, Range 1 West and Sections 13, 14, 15, 22, 23 and 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the Northwest corner of said Section 13; thence North 89°57'24" East along the north line of said section for 2699.959 feet to a Salt Lake County monument marking the North quarter corner of said Section 13; thence continuing along said north line North 89°57'36" East for 2666.551 feet to a point marking the northwest corner of a parcel described in that certain Quit Claim Deed recorded in Book 6833 at Page 52, from which a Salt Lake County monument marking the Northeast corner of said Section 13 bears North 89°57'36" East – 33.000 feet; thence along the west and south lines of said parcel the following two (2) calls: (1) South 00°15'56" West for 33.000 feet; (2) thence North 89°57'36" East intersecting the east line of said Section 13 at 33.000 feet and continuing on along the south line of said parcel for a total of 33.178 feet; thence North 89°57'12" East parallel to and 33.00 feet perpendicular south of the north line of Section 18, Township 3 South, Range 1 West and along the south right of way of 10200 South for 2574.761 feet to an angle point; thence continuing parallel with said north line and along the said south right of way North 89°58'34" East for 278.761 feet to a point of intersection with the south right if way of 10200 South and an extension of the west line of the property conveyed to Oquirrh Shadows, L.C. as recorded in Book 8221 at Page 869; thence South 23°56'44" East passing the northwest corner of said property at 0.591 feet and continuing along the west line of said property for a total of 634.361 feet to an angle point; thence continuing along said west line South 29°39'04" East for 1012.874 feet to the northeast corner of a parcel conveyed to South Jordan City, recorded in Book 8401 at Page 5930; thence along the perimeter of said South Jordan City property the following four (4) calls: (1) South 60°20'55" West for 360.045 feet; (2) thence South 29°39'05" East for 496.250 feet; (3) thence North 33°11'06" East for 98.140; (4) thence with a curve to the right, having a radius of 1653.000 feet, a central angle of 10°12'46" (chord bearing and distance of North 38°17'57" East – 294.249 feet) and for an arc distance of 294.639 feet, said point being the southwest corner of South Jordan City and lying on the north right of way of 10400 South Street, said point also lying on the west line of said Oquirrh Shadows property, thence South 29°39'04" East along said west line for 2916.402 feet to the south east corner of said Oquirrh Shadows property, said point also lying on the east line of said Section 18; thence South 00°07'15" East along said east line for 967.184 feet to a Salt Lake County monument marking the northeast corner of Section 19; thence South 00°07'47" East along the west line of said Section 19 for 1326.083 feet to the northeast corner of the William B. Wray Jr. parcel, also known as Parcel 3 in Commitment for Title Insurance, Amendment No. 3, Order No. 00113350; thence along the north and west lines of said parcel 3 the following two (2) calls: (1) South 89°58'28" West for

1316.070 feet; (2) thence South 00°04'54" East for 1324.371 feet to a point on the North line of Country Crossing Subdivision No. 5, recorded as Entry No. 7422489 in Plat Book 99-7P at Page 204; thence along the north and west lines of said subdivision, phase No.'s 5, 4 and 3 the following two (2) calls: (1) North 89°56'46" West for 1320.153 feet; (2) thence South 00°01'42" West for 2609.121 feet to the southwest corner of said Country Crossing Subdivision No. 3, said point also lying on the north right of way of 11800 South Street; thence along said north right of way line the following three (3) calls: (1) North 89°52'04" West for 2642.116 feet; (2) thence North 89°58'42" West for 2677.945 feet; (3) thence North 89°58'44" West for 2677.394 feet to a point of intersection of the north right of way line of said 11800 South Street and the east line of Sunstone Village No. 1 Subdivision, recorded as Entry No. 7973084 in Plat Book 2001P at Page 224, said point also lying North 00°00'42" East – 40.000 feet from a Salt Lake County monument marking the southwest corner of Section 24, Township 3 South, Range 2 West; thence along the east, north and west lines of phases No. 1 and 2 the following three (3) calls: (1) North 00°00'42" East for 2360.900 feet to the northeast corner of said Sunstone Village No. 1; (2) thence South 89°56'12" West for 1815.000 feet to the northwest corner of said Sunstone Village No. 2; (3) thence South 00°00'42" West for 783.900 feet to a point of intersection of the west line of said Sunstone Village No. 2 and the northeast corner of a 20 acre land swap; thence along the north and west lines of said 20 acre land swap the following two (2) calls: (1) South 89°56'12" West for 550.000 feet; (2) thence South 00°00'42" West for 1577.000 feet to a point on the north right of way line of said 11800 South Street; thence along said north right of way line the following four (4) calls: (1) South 89°56'12" West for 282.340 feet; (2) thence South 89°56'14" West for 2647.809 feet; (3) thence North 89°49'08" West for 2644.258 feet; (4) thence North 89°49'44" West for 1322.052 feet; thence North 00°02'03" East along the west line of the east half of the southwest quarter of section 22 for 2605.415 feet to the northwest corner of the east half of the southwest quarter of said Section 22; thence North 89°47'52" West along the north line of said southwest quarter for 1320.211 feet to a Salt Lake County monument marking the west quarter corner of said Section 22; thence North 00°03'55" East along the west line of said Section 22 for 2645.133 feet to a Salt Lake County monument marking the southwest corner of Section 15; thence North 00°14'20" West along the west line of said Section 15 for 12.748 feet to a point on the east right of way of Highway 111; thence along said east right of way line the following two (2) calls: (1) North 20°34'34" East for 618.785'; (2) thence with a curve to the left, having a radius of 2934.930 feet, a central angle of 18°11'53" (chord bearing and distance of North 03°16'41" East – 928.261 feet) and for an arc distance of 932.174 feet to a point of intersection with said east right of way and the south line of the Trans Jordan Landfill property, recorded as Entry No. 5683985 in Book 6826 at Page 293, from which the southwest corner of said property bears South 89°55'33" West – 2.095 feet; thence North 89°55'33" East along the south line of said landfill property for 4347.905 feet to the southeast corner; thence along the east and northerly boundary of said landfill property the following fourteen (14) calls: (1) North 00°04'27" West for 1075.580 feet; (2) thence North 70°32'11" West for 679.750 feet; (3) thence North 32°28'51" West for 429.340 feet; (4) thence North 25°09'37" West for 219.480 feet; (5) thence North 54°23'20" West for 67.210 feet; (6) thence North 71°54'33" West for 83.160 feet; (7) thence South 87°43'11" West for 366.060 feet; (8) thence South 71°57'46" West for 162.800 feet; (9) thence South 84°04'01" West for 113.990 feet; (10) thence North 87°25'43" West for 89.260 feet; (11) thence North 79°38'44" West for 107.140 feet; (12) thence North 72°57'41" West for 348.270 for; (13) thence North 78°14'53" West for 465.783 feet; (14) thence South 89°55'33" West for 1887.661 feet to a point on said east right of way of Highway 111; thence

along said east right of way the following four (4) calls: (1) North 06°31'26" West for 48.941 feet; (2) thence North 00°48'48" West for 251.250 feet; (3) thence North 06°31'26" West for 687.100 feet to a found Utah Department of Transportation right of way marker; (4) thence with a curve to the right, having a radius of 5654.580 feet, a central angle of 05°38'46" (chord bearing and distance of North 03°42'03" West – 556.992 feet) and for an arc distance of 557.218 feet to a point of intersection of the said east right of way and the south right of way of the Denver and Rio Grande Railroad, recorded in Book 5381 at Page 373 ; thence leaving Highway 111 and along said Denver and Rio Grande south right of way the following four (4) calls: (1) North 87°56'32" East for 525.105 feet; (2) thence with a curve to the right, having a radius of 5679.650 feet, a central angle of 02°07'45" (chord bearing and distance of North 89°00'25" East - 211.050 feet) and for an arc distance of 211.062 feet; (3) thence South 89°55'43" East for 6588.936 feet; (4) thence North 56°54'49" East for 242.927 feet to a point of intersection with said south right of way and the north line of Section 14, Township 3 South, Range 2 West; thence South 89°55'21" East along the north line of said section for 512.274 feet to a Salt Lake County monument marking the north quarter corner of said Section 14; thence South 89°55'04" East continuing along said north line for 761.295 feet to the northwest corner of the Utah Power and Light parcel recorded in Book 4362 at Page 429; thence along the west and south lines of said U.P & L. parcel the following two (2) calls: (1) South 00°02'50" West for 940.000 feet; (2) thence South 89°55'04" East for 1890.000 feet to the southeast corner of the Utah Power and Light parcel recorded in Book 4358 at Page 302, said point also lying on the east line of said Section 14; thence North 00°02'50" East along said east line for 940.000 feet to the POINT OF BEGINNING

Containing 189,265,768.079 Square feet or 4344.9442 Acres

Less and Except

A tract of land located in the west half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the south quarter corner of said Section 24; thence North 00°08'33" East along the east line of said west half for 362.40 feet to the POINT of BEGINNING, said point marking the south east corner of a tract of land recorded in Book 5015 at Page 420; thence North 37°29'42" West for 4399.260 feet to a point on the west line of said Section 24; thence North 00°00'12" East along said west line for 410.687 feet to a point, from which the northwest corner of said Section 24 bears North 00°00'12" East – 1020.943 feet; thence South 37°29'42" East for 4400.894 feet to a point on the east line of said west half; thence South 00°08'33" West for 409.393 to the POINT OF BEGINNING.

Containing 25.2530 Acres.

Less and Except

A tract of land located in the northeast quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said tract being more particularly described as follows:

Commencing at the northeast corner of said Section 23; thence South 89°58'54" West along the north line of said section for 791.000 feet to the POINT OF BEGINNING; thence South 37°29'42" East for 1299.415 feet to a point on the east line of said Section 23, from which the northeast corner of said section bears North 00°00'12" East – 1031.220 feet; thence South 00°00'12" West along said east section line for 180.702 feet; thence North 37°29'42" West for 1527.114 feet to a point on the north line of said Section 23; thence North 89°58'54" East along the north line of said section for 138.608 feet to the POINT OF BEGINNING.

Containing 3.5689 Acres.

Less and Except

A tract of land traditionally described as the South 80 rods of Section 14, Township 3 South Range 2 West, Salt Lake base and Meridian, said tract being more particularly described as follows:

BEGINNING at a Salt Lake County monument marking the southeast corner of said Section 14; thence South 89°58'54" West along the south line of the section for 2647.919 feet to a Salt Lake County monument marking the south quarter corner of said Section 14; thence South 89°58'44" West continuing along the south line of said section for 2648.752 feet to a Salt Lake County monument marking the southwest corner of said Section 14; thence North 00°02'40" West along the west line of said section for 1325.317 feet; thence South 89°51'12" East for 5298.808 feet to a point on the east line of said section; thence South 00°02'52" West along the east line of said section for 1309.930 feet to the POINT OF BEGINNING.

Containing 160.2445 Acres.

Less and Excepting

A parcel of land located in the north half of Sections 14 and 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said parcel owned by the Denver and Rio Grande Railroad, said parcel being more particularly described as follows:

Commencing at the north quarter corner of said Section 14; thence North 89°55'21" West along the north line of said Section 14 for 146.669 feet to the POINT OF BEGINNING; thence the following three calls along the south right of way of said railroad: (1) South 56°54'49" West for 1884.169 feet; (2) thence with a curve to the right having a radius of 4397.183 feet, a central angle of 32°12'16" (chord bearing and distance of South 73°00'57" West – 2439.140 feet) and for an arc distance of 2471.547 feet; (3) thence South 89°07'05" West for 1572.971 feet to a point of intersection with the north line of the landfill property; thence along the north line of said landfill property the following two (2) calls: (1) thence North 78°14'54" West for 407.402 feet; (2) thence South 89°55'33" West for 1661.830 feet to a point of intersection with the north right of way of the railroad; thence with said north right of way line the following five (5) calls:



(1) North 89°07'34" East for 1067.497 feet; (2) North 00°12'08" West for 87.624 feet; (3) thence North 89°07'05" East for 2563.638 feet; (4) thence with a curve to the left having a radius of 4197.183 feet, a central angle of 32°12'16" (chord bearing and distance of North 73°00'57" East – 2328.199 feet) and for an arc distance of 2359.132 feet; (5) thence North 56°54'49" East for 1578.118 feet to a point on the north line of said Section 14; thence South 89°55'21" East along the north line of said Section 14 for 365.605 feet to the POINT OF BEGINNING.

Containing 29.3158 acres.

EXHIBIT B

[Description of Easements]

Those certain easements, licenses and other rights or interests of Assignor arising under the following plats, declarations, agreements, and other instruments recorded in the official records of Salt Lake County:

<b>Document</b>	<b>Recording Date</b>	<b>Entry No.</b>
The Kennecott Master Subdivision # 1	10/04/2002	8376820
Kennecott Daybreak Questar/JVWCD Subdivision Amending Lot B3 of The Kennecott Master Subdivision # 1 Amended	09/28/2008	10787746
Kennecott Daybreak Parkway Right-Of-Way Dedication Plat (East Frontage Road to 11800 South) Amending Lots T4, WTC2, B3 and B3B of The Kennecott Master Subdivision # 1 Amended	12/09/2008	10576099
Kennecott Daybreak Bingham Creek Amending portions of Lots B1, B2, OS1, OS2, WTC1 and V3 of The Kennecott Master Subdivision # 1 Amended	12/30/2009	10869681
Kennecott Daybreak South Jordan Parkway Right-Of-Way Dedication Plat (Split Rock Drive to 5360 West) Amending Lots T3 and V3 of The Kennecott Master Subdivision # 1 Amended	12/23/2010	11103313
Kennecott Daybreak University Medical # 1 Amended	12/30/2010	11107229
Kennecott Daybreak Village 4 West Plat 1 Subdivision Amending Lot V2 and V3 of The Kennecott Master Subdivision # 1 Amended	03/13/2013	11595731
Kennecott Daybreak Village 4A Plat 6 Subdivision Amending Lot V2 of the Kennecott Master Subdivision # 1 Amended & Lots 181-183 of Kennecott Daybreak Village 4A Plat 3 Subdivision Plat	09/04/2013	11718261
Kennecott Daybreak Village 4A Plat 7 Subdivision Amending Lots V2 & T4 of the Kennecott Master Subdivision # 1 Amended & Parcels M & N of the Kennecott Daybreak Village 4A Multi Family # 1 Subdivision and Parcels W and X of Kennecott Daybreak Village 4A Plat 5 Subdivision	01/09/15	11973869
Kennecott Daybreak Plat 10E Subdivision Amending Lot V3 of the Kennecott Master Subdivision #1 Amended Plat	10/09/2013	11739018
Kennecott Daybreak Oquirrh Lake Plat	12/19/2013	11778165
Kennecott Daybreak Village 4 West Plat 2 Subdivision Amending Lot V2 & V3 of The Kennecott Master Subdivision #1 Amended	05/21/2014	11852621
Kennecott Daybreak Village 5 Plat 1 Subdivision Amending Lots V3, V4 & OS2 of The Kennecott Master Subdivision # 1 Amended	05/21/2014	11852625
Kennecott Daybreak Village 5 Plat 2 Subdivision, Amending Lot V3 of The Kennecott Master Subdivision #1 Amended	07/11/2014	11879636
Kennecott Daybreak Village 5 Plat 3 Subdivision, Amending Lots OS2, V3 & T3 of the Kennecott Master Subdivision #1 Amended Subdivision	08/27/2014	11903961
Kennecott Daybreak Village 5 Plat 4 Subdivision Amending Lots OS2, V3 & T3 of The Kennecott Master Subdivision # 1 Amended	12/18/2014	11964291

Document	Recording Date	Entry No.
Mater Development Agreement for the Kennecott Mater Subdivision # 1 Project, dated March 18, 2003, between South Jordan City and OM Enterprises Company	03/26/2003	8581557
Limited Assignment of Rights and Obligations Under Development Agreement, dated February 27, 2004, between OM Enterprises Company, Assignor, and Kennecott Land Residential Development Company, Assignee	03/02/2004	8993417
Ordinance No. 2007-04 Amending Section 17.72.020 of the South Jordan Municipal Code, dated May 15, 2007, and Amendment to the P-C Zone Plan Land Use Table (Amending the P-C Zone Plan, the Community Structure Plan, and the Kennecott Master Subdivision #1), dated May 15, 2007, between South Jordan City, OM Enterprises Company, and Kennecott Land Residential Development Company	11/13/2007	10273003
Agreement Regarding Daybreak Development Amending the Master Development Agreement for the Kennecott Master Subdivision #1 Project & Amending the P-C Zone Plan Land Use Table, dated July 9, 2007, between South Jordan City and OM Enterprises Company	11/19/2007	10279353
Amendment No. 2 to the P-C Zone Plan Use Table (Amending the P-C Zone Plan, the Community Structure Plan & Kennecott Master Subdivision #1), dated October 29, 2008, between South Jordan City, OM Enterprises Company and Kennecott Land Residential Development Company	12/15/2008	10578910
Community Charter for Daybreak, dated February 25, 2004	02/27/2004	8989518
Amendment No. 1 to Community Charter For Daybreak, dated August 24, 2004	08/26/2004	9156782
Amendment No. 2 to Community Charter For Daybreak, dated September 16, 2005	10/19/2005	9528104
Supplement To Community Charter For Daybreak Creating Servicing Area (Telecommunications Service Area No. 1), dated March 21, 2006	03/23/2006	9671594
Amendment No. 3 to Community Charter For Daybreak, dated March 9, 2007	03/13/2007	10031889
Amendment No. 4 to Community Charter For Daybreak, dated February 24, 2010	03/02/2010	10907211
Amendment No. 5 to Community Charter For Daybreak, dated November 23, 2010	11/24/2010	11082445
Water Pipe Line Easement Agreement, dated February 14, 2008, between OM Enterprises Company, Grantor, and Daybreak Secondary Water Distribution Company, Grantee	02/28/2008	10359478
Water Pipe Line Easement Agreement, dated February 2, 2008, between Kennecott Land Residential Development Company, Grantor, and Daybreak Secondary Water Distribution Company, Grantee	02/28/2008	10359484
Amendment No. 1 to Water Pipe Line Easement Agreement, dated November 19, 2008, between Kennecott Land Residential Development Company, Grantor, and Daybreak Secondary Water Distribution Company	11/19/2008	10564813
Water Pipe Line Easement Agreement, dated February 14, 2008, between Kennecott Land Residential Development Company, Grantor, and Daybreak Secondary Water Distribution Company, Grantee	02/28/2008	10359485

<b>Document</b>	<b>Recording Date</b>	<b>Entry No.</b>
Water Pipe Line Easement Agreement, dated February 14, 2008, between Kennecott Land Residential Development Company, Grantor, and Daybreak Secondary Water Distribution Company, Grantee	02/28/2008	10359486
Water Pipe Line Easement Agreement, dated February 14, 2008, between Kennecott Land Residential Development Company, Grantor, and Daybreak Secondary Water Distribution Company, Grantee	02/28/2008	10359481

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