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RASHELLE HOBBS
Recorder, Salt Lake County, UT
OLD REPUBLIC TITLE DRAPER/OREM
BY: eCASH, DEPUTY - EF 11 P.

Recording Requested and
after recording, please return to:

VP Daybreak Devco LLC
Attention: Gary Langston
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

APN: 26-24-456-014

PARTIAL ABANDONMENT AND PARTIAL RELOCATION OF WATER PIPE LINE EASEMENT AGREEMENT

THIS PARTIAL ABANDONMENT AND PARTIAL RELOCATION OF WATER PIPE LINE EASEMENT AGREEMENT (this "**Agreement**") is entered into this 29th day of APRIL, 2020, by and between VP DAYBREAK DEVCO LLC, a Delaware limited liability company ("**Grantor**"), and DAYBREAK WATER COMPANY, a Utah nonprofit corporation ("**Grantee**").

RECITALS

A. Grantor's predecessor-in-interest, KENECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware corporation ("**Kennecott**"), and Grantee's predecessor-in-interest, DAYBREAK SECONDARY WATER DISTRIBUTION COMPANY, a Delaware corporation ("**Daybreak Secondary Water Company**"), previously entered into that certain WATER PIPE LINE EASEMENT AGREEMENT dated as of February 14, 2008 and recorded on February 28, 2008 in the Official Records of Salt Lake County, State of Utah, as Entry No. 10359484, in Book 9575, beginning at Page 6507 (the "**Water Pipe Line Easement Agreement**").

B. The Water Pipe Line Easement Agreement granted a permanent, non-exclusive easement for the construction, operation, inspection, maintenance, repair, replacement, alteration and removal of one (1) underground secondary water distribution Line (as that term is defined in the Water Pipe Line Easement Agreement) across a portion of Grantor's land, which area of land is more particularly described in the Water Pipe Line Easement Agreement (the "**Easement Area**").

C. Grantor, as successor-in-interest to Kennecott, and Grantee, as successor-in-interest to Daybreak Secondary Water Company, desire to relocate a portion of the Line, as more particularly set forth hereinbelow.

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

AGREEMENT

1. Recitals/Defined Terms. The foregoing Recitals are hereby incorporated herein in their entirety. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Water Pipe Line Easement Agreement.

2. Partial Relocation of Line. The Easement Area under the Water Pipe Line Easement Agreement is hereby amended to abandon that portion of the Line depicted on Exhibit "A" and more particularly described on Exhibit "A-1" attached hereto and incorporated herein (the "**Abandoned Portion**") and to relocate a portion of the Line to that area depicted on Exhibit "B" and more particularly described on Exhibit "B-1" attached hereto and incorporated herein (the "**Relocated Portion**"). The parties acknowledge and agree that the Abandoned Portion is hereby abandoned and the Easement Area under the Water Pipe Line Easement Agreement shall no longer include the Abandoned Portion and shall instead include the Relocated Portion.

3. No Other Revisions. Except as expressly modified hereby, all other terms and provisions of the Water Pipe Line Easement Agreement shall remain in full force and effect, are incorporated herein by this reference, and shall govern the conduct of the parties hereto; provided, however, to the extent of any inconsistency between the provisions of the Water Pipe Line Easement Agreement and the provisions of this Agreement, the provisions of this Agreement shall control.

4. Miscellaneous.

4.1 Governing Law. This Agreement is governed by Utah law. Should any action be brought to enforce or interpret the terms of this Agreement, such action shall be brought in a state or federal court located in Salt Lake County.

4.2 Counterparts and Recording. This Agreement may be executed in counterparts and, when assembled with the signature page of each party, shall be considered one agreement and may be recorded.

4.3 Covenants to Run with Land. Each party hereby declares its express intent that the covenants set forth herein shall be covenants running with the land and shall pass to and be binding upon such party's successors in title including any purchaser, grantee, encumbrancer, or lessee of any portion of the applicable party's property and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of such party and any purchaser, grantee, encumbrancer, or lessee of any portion of such party's property and any other person or entity having any right, title or interest therein.

4.4 Legal Fees. In the event a party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

4.5 Further Assurances. Each party agrees to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

4.6 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of each party, evidenced by a document that has been executed and acknowledged by both parties and recorded with the Salt Lake County Recorder.

[Signatures on Following Pages]

GRANTEE:

DAYBREAK WATER COMPANY,
a Utah nonprofit corporation

By: *[Signature]*
Name: GARY LANGSTON
Its: TREASURER

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

The foregoing instrument was acknowledged before me this 29 day of April,
2020 by Gary Langston, the Treasurer of DAYBREAK WATER
COMPANY, a Utah nonprofit corporation.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

[Signature]
NOTARY PUBLIC

My commission expires: 02/24/23

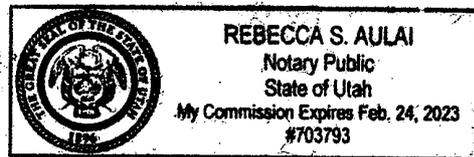
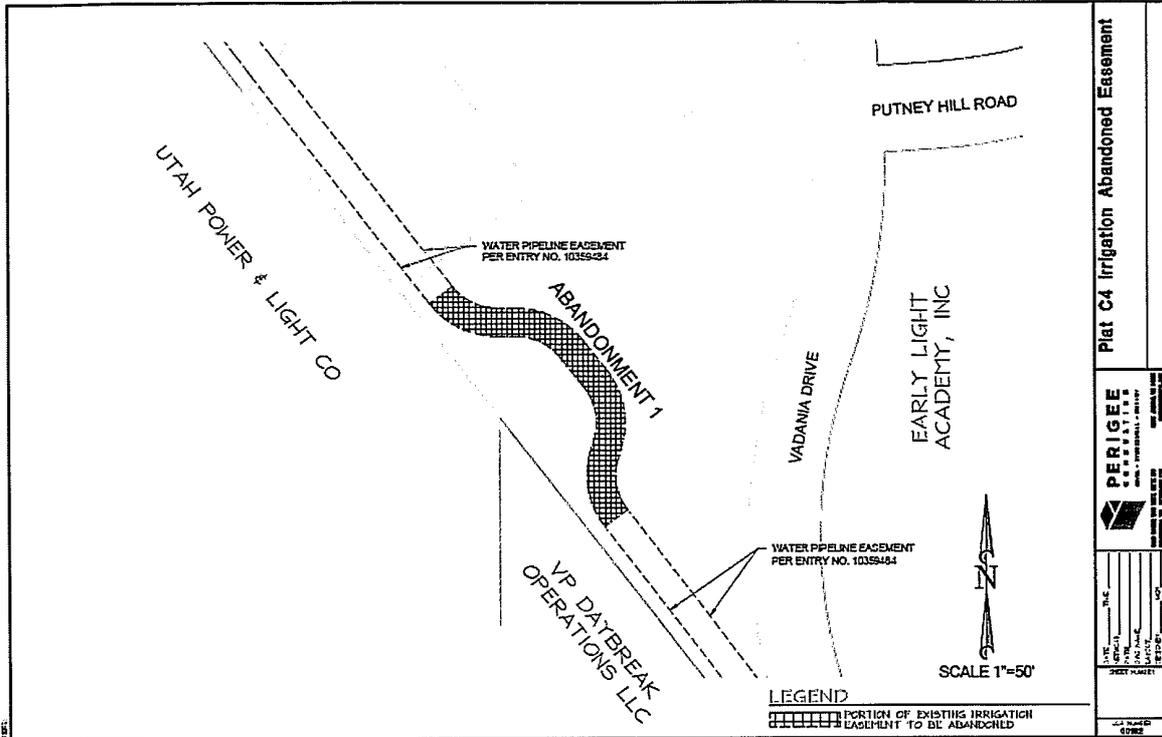


EXHIBIT "A"

DEPICTION OF ABANDONED PIPE LINE



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EXHIBIT "A-1"

LEGAL DESCRIPTION OF ABANDONED PIPE LINE

C4 IRRIGATION MAIN ABANDONMENT

(Abandonment 1)

Abandoning a twenty (20) foot wide irrigation line easement, located in the South Half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement 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:

Beginning at a point that lies South $89^{\circ}58'42''$ East 82.54 feet along the Section Line and North 700.93 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running to a point on a 50.06 foot radius non tangent curve to the right, (radius bears North $52^{\circ}38'40''$ East, Chord: North $10^{\circ}41'34''$ West 44.93 feet); thence along the arc of said curve 46.59 feet through a central angle of $53^{\circ}19'32''$; thence North $15^{\circ}59'09''$ East 10.53 feet to a point on a 50.00 foot radius non tangent curve to the left, (radius bears North $74^{\circ}01'00''$ West, Chord: North $10^{\circ}54'27''$ West 45.23 feet); thence along the arc of said curve 46.93 feet through a central angle of $53^{\circ}46'54''$; thence North $37^{\circ}47'54''$ West 26.82 feet to a point on a 50.00 foot radius tangent curve to the left, (radius bears South $52^{\circ}12'06''$ West, Chord: North $64^{\circ}18'43''$ West 44.64 feet); thence along the arc of said curve 46.27 feet through a central angle of $53^{\circ}01'38''$; thence South $89^{\circ}10'28''$ West 10.20 feet to a point on a 50.01 foot radius non tangent curve to the right, (radius bears North $00^{\circ}49'36''$ West, Chord: North $64^{\circ}06'40''$ West 44.96 feet); thence along the arc of said curve 46.63 feet through a central angle of $53^{\circ}25'53''$ to the point of terminus.

Contains: (approx. 234 L.F.)

EXHIBIT "B-1"

LEGAL DESCRIPTION OF RELOCATED PIPE LINE

C4 IRRIGATION MAIN RELOCATION

(Line 1)

A twenty (20) foot wide irrigation line easement, located in the South Half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement 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:

Beginning at a point that lies South 89°58'42" East 82.54 feet along the Section Line and North 700.93 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 37°23'34" West 199.76 feet to the point of terminus.

Contains: (approx. 200 L.F.)

LENDER'S CONSENT AND SUBORDINATION

**PARTIAL ABANDONMENT AND PARTIAL RELOCATION OF
WATER PIPE LINE EASEMENT AGREEMENT**

PARCEL I.D. # 27-19-154-016
(DAYBREAK WATER COMPANY)

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN PARTIAL ABANDONMENT AND PARTIAL RELOCATION OF WATER PIPE LINE EASEMENT AGREEMENT, DATED AS OF APRIL 29, 2020, FROM VP DAYBREAK DEVCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO DAYBREAK WATER COMPANY, A UTAH NONPROFIT CORPORATION (THE "AGREEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE AGREEMENT AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE AGREEMENT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: Rhonda Harold
Name: Rhonda Harold
Title: Vice President

[SIGNATURE MUST BE NOTARIZED]
[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno

On April 30th, 2020 before me, Lori Beckman, Notary Public,
(here insert name of the officer)

personally appeared Rhonda Harold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Beckman (Seal)

