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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON & NORTH POINT IRRIG.
PO BOX 112107
SLC UT 84147
BY: ZJM, DEPUTY - WI 7 P.

WHEN RECORDED, MAIL TO:

Brighton and North Point Irrigation Company
P.O. Box 112107
Salt Lake City, Utah 84147-0107

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RELOCATION AGREEMENT

This EASEMENT RELOCATION AGREEMENT (this "Agreement") is entered into this 21st day of August, 2006, by and between **PROPERTY RESERVE, INC.**, a Utah nonprofit corporation ("**Grantor**") and **BRIGHTON AND NORTH POINT IRRIGATION COMPANY**, a Utah corporation ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties.**"

RECITALS:

- A. Grantor owns certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit A attached hereto (the "**Property**").
- B. Attached hereto as Exhibit B is a specific legal description of the current location of the Water Facilities, as hereinafter defined, as they exist on the Property (the "**Existing Canal Easement**").
- C. "**Water Facilities**" shall mean the canal and related facilities as now located on the Existing Canal Easement, as well as the canal and related facilities constructed and located on the New Canal Easement, as hereinafter defined. Further, "Water Facilities" shall include any and all pipes and pipelines located on the New Canal Easement that are constructed and installed by Grantee to transport water by pipeline.
- D. The Parties desire to relocate that portion of the Water Facilities located on the land described on Exhibit B by terminating the Existing Canal Easement and entering into the New Canal Easement (as defined on Exhibit C), over the Property, all in accordance with the terms and conditions of this Agreement.

1. **Termination of Existing Easement.** The Existing Canal Easement is hereby completely and irrevocably abandoned, terminated, relinquished and canceled, and shall be of no further force or effect as it pertains to the Property.

2. **Grant of New Easement.** Grantor hereby grants to Grantee a right-of-way and easement for the construction, installation, operation, inspection, repair, maintenance, and replacement of the Water Facilities upon, over, under, and across that certain portion of the Property described in Exhibit C attached hereto (the "**New Canal Easement**"). The New Canal Easement shall be non-exclusive as to the portions thereof not directly comprising the Water Facilities.

3. **Construction.** Grantee will, at Grantee's sole cost and expense, relocate and construct the new Water Facilities in the New Canal Easement, all in accordance with the specifications and requirements of Grantee.

4. **Acceptance.** By acceptance or use hereof, Grantee agrees to be bound by the New Canal Easement, subject to the following terms and conditions.

a. The New Canal Easement is subject to the right on the part of Grantor and its successors and assigns to construct, install, operate, inspect, repair, maintain, and replace:

1. Roads, driveways, bridges and related facilities ("**Grantor's Facilities**") across the New Canal Easement so long as such facilities do not impair Grantee's use of its Water Facilities. Similar to Grantee's rights hereunder, Grantor may, at its expense, install pipes or pipeline to enclose the Water Facilities.

2. Grantor's Facilities as shall be determined from time to time by Grantor and shall be approved in writing by Grantee, which approval shall not unreasonably be withheld or delayed, so long as such facilities do not interfere with the easement granted herein, and with Grantee's ability to operate and maintain its Water Facilities.

b. The Parties recognize that some natural seepage of water may occur through the soils. Grantee shall not be responsible for any weed control or landscaping maintenance to the New Canal Easement area. Grantee may remove any landscaping, trees, shrubbery, posts, and fencing as is necessary to facilitate repairs in the New Canal Easement area. In addition, either Party shall have the right, but not the obligation, to remove weeds, brush, trees, and trash from the New Canal Easement.

5. **Indemnity.** Grantor agrees to indemnify and hold Grantee harmless from any and all liabilities, claims, damages, repairs, replacements, and maintenance to the new Water Facilities arising from or in connection with the construction, maintenance or repair of Grantor's Facilities.

6. **Compliance with Law.** Grantee shall comply with all City, County, State, and Federal laws and ordinances in the installation, operation, maintenance, repair, and/or replacement of the Water Facilities. Grantor shall reasonably cooperate with Grantee in permitting maintenance and repairs of Grantee's Water Facilities in the New Canal Easement, including not obstructing access to the New Canal Easement.

7. **Binding.** This Agreement shall be binding upon and accrue to the benefit of the successors or assignees of each of the parties hereto.

8. **Counterparts.** This Agreement may be executed in counterparts and when all indicated signatories have executed this Agreement, whether or not on the same counterpart

thereof, this Agreement shall be as fully binding as if all parties had executed one form of this Agreement.

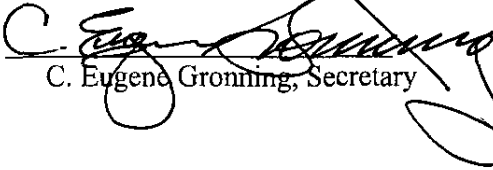
9. **Miscellaneous.** This Agreement contains all the terms, covenants, and conditions between the parties hereto with respect to the subject matters treated herein. This Agreement may be amended or supplemented only by a written agreement executed by all parties hereto or their successors or assignees. This Agreement concerns real property located in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties execute the Agreement as of the day and year first above written.

GRANTOR:

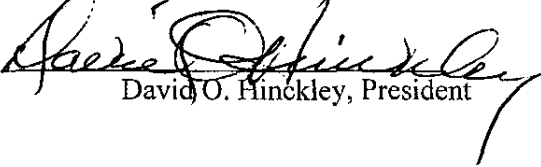
PROPERTY RESERVE, INC.,
A Utah nonprofit corporation

By: 
Brian Carrington, Vice President

By: 
C. Eugene Gronning, Secretary

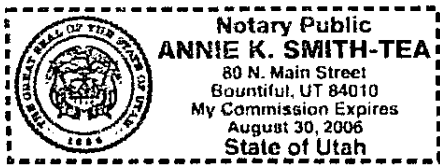
GRANTEE:

BRIGHTON AND NORTH POINT
IRRIGATION COMPANY

By: 
David O. Finckley, President

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

Brian Carrington and C. Eugene Gronning, known to me as the Vice President and Secretary, respectively, of **PROPERTY RESERVE, INC.**, personally appeared before me on the 21st day of ~~July~~ ^{August}, 2006, and acknowledged to me that they executed the foregoing instrument in their representative capacity and that they were authorized to sign the instrument on behalf of said entity.



Annie K. Smith-Tea

Notary Public

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

The foregoing instrument was acknowledged before me this 30 day of ~~July~~ ^{August}, 2006, by DAVID O. HINCKLEY, in his capacity as President of **BRIGHTON AND NORTH POINT IRRIGATION COMPANY**, a Utah corporation.



J. B. Spencer

Notary Public

EXHIBIT "A"

DESCRIPTIONS

PARCEL 1

Pioneer Landfill – Remainder

A parcel of land located in the South Half of Section 12, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southwest corner of the West Salt Lake Intermodal Subdivision as recorded in the Office of the Salt Lake County Recorder, which is 160.23 feet South 00°01'01" West along the section line and 40.00 feet South 89°58'59" East from the Salt Lake County monument found marking the West Quarter of said Section 12, and running thence North 44°54'13" East 49.51 feet along the southerly boundary line of said subdivision and 1100 South Street thereof; thence North 89°54'13" East 5184.43 feet along said line to the westerly boundary line of 4800 West Street, 33.00 feet perpendicularly distant west of the East line of the Southeast Quarter of said Section 12; thence South 00°05'16" West 2503.38 feet along said street to the northerly boundary line of California Avenue (1400 South Street), 33.00 feet perpendicularly distant north of the South line of said Section 12; thence North 89°57'26" West 2611.68 feet along said street to a rebar and cap monument marked "CRS"; thence North 89°55'55" West 2604.71 feet along said street to the easterly boundary line of 5600 West Street (SR-172), 40.00 feet perpendicularly distant east of the West line of the Southwest Quarter of said Section 12; thence North 00°01'11" East 2454.54 feet along said street to the point of beginning.

Contains 299.06 acres.

PARCEL 2

Lot 3, West Salt Lake Intermodal Subdivision as recorded in the Office of the Salt Lake County Recorder.

Contains 46.28 acres.

EXHIBIT B
VACATION DESCRIPTION OF THE
EXISTING RIDGELAND CANAL ACROSS THE PRI PROPERTY

A portion of the Existing 33.00 foot wide Ridgeland Canal R/W and Easement as described in Book 6U at Page 427 and 428, located in the Southeast Quarter of Section 12, Township 1 South, Range 2 West, Salt Lake Base and Meridian, which lies 16.50 feet on both sides of the following described center line of the existing canal alignment:

BEGINNING AT A POINT on the southerly boundary line of 1100 South Street as shown on the recorded plat of the West Salt Lake Intermodal Subdivision, which is 125.16 feet South 00°04'58" West along the section line and 2347.00 feet South 89°54'13" West from the Salt Lake County monument found marking the East Quarter corner of Section 12, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 01°00'28" East 265.47 feet; thence North 89°59'21" East 32.01 feet; thence North 81°31'08" East 237.54 feet; thence South 30°28'26" East 91.79 feet; thence South 38°04'53" East 92.60 feet; thence South 47°34'00" East 96.98 feet; thence South 50°58'09" East 91.92 feet; thence South 54°49'43" East 93.78 feet; thence South 61°05'05" East 76.44 feet; thence South 74°20'07" East 136.06 feet; thence South 60°38'10" East 66.09 feet; thence South 57°16'57" East 67.79 feet; thence South 64°55'58" East 44.18 feet; thence South 74°56'32" East 41.43 feet; thence South 70°27'55" East 50.48 feet; thence South 43°52'50" East 35.00 feet; thence South 33°54'23" East 438.08 feet; thence South 34°14'55" East 159.79 feet; thence South 39°38'16" East 216.98 feet; thence South 42°43'42" East 115.83 feet; thence South 48°26'12" East 73.09 feet; thence South 78°41'49" East 87.20 feet; thence South 82°28'13" East 93.88 feet; thence South 83°57'10" East 129.07 feet; thence South 88°25'13" East 100.62 feet; thence North 89°36'11" East 111.03 feet; thence South 87°02'29" East 97.72 feet to a point of curvature with a 20.00 foot radius curve to the right; thence Southeasterly 30.32 feet along the arc of said curve through a central angle of 86°51'00" (chord bears South 43°37'00" East 27.50 feet) to a point the end of said center line, which is 1769.52 feet South 00°04'58" West along the section line and 44.18 feet North 89°55'02" West from said East Quarter corner of Section 12.

Contains 2.4 acres, more or less.

Ck By JJB 08/07/06

EXHIBIT C
NEW RIDGELAND CANAL EASEMENT
THROUGH PRI PROPERTY

An easement over, across and through a 30.00 foot wide strip of land for the Ridgeland Canal located in a portion of Lot 3, West Salt Lake Intermodal Subdivision as recorded in the Office of the Salt Lake County Recorder and also located in the Northeast Quarter and the Southeast Quarter of Section 12, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

PARCEL 1

BEGINNING at a point on the northerly right-of-way of California Avenue and on the westerly right-of-way of 4800 West Street (33.00 foot prescriptive right-of-way), which is 33.00 feet North 89°57'26" West along the section line (the basis of bearings is North 57'26" West 2644.66 feet measured between the Southeast corner and the South Quarter corner of said Section 12) and North 00°04'58" East from the Salt Lake County Survey monument found marking the Southeast corner of said Section 12, and running thence North 89°57'26" West 10.91 feet along said California Avenue right-of-way; thence North 00°34'29" West 18.90 feet; thence North 26°03'41" West 24.76 feet; thence North 00°11'30" West 817.34 feet; thence North 07°51'55" West 81.92 feet; thence North 00°04'58" East 1523.31 feet; thence North 28°55'00" West 33.44 feet; thence North 00°52'36" East 11.08 feet to the southerly boundary line of 1100 South Street; thence North 89°54'13" East 30.00 feet along said street; thence South 00°52'36" West 3.61 feet; thence South 28°55'00" East 33.22 feet; thence South 00°04'58" West 1528.98 feet; thence South 07°51'55" East 52.64 feet to said westerly right-of-way of 4800 West Street; thence South 00°04'58" West 889.53 feet along said road to the POINT OF BEGINNING.

Contains 69,613 square feet or 1.60 acres.
Ck By JJB 08/07/06

PARCEL 2

BEGINNING at a point on the northerly boundary line of 1100 South Street, which is North 89°57'26" West 91.48 feet along the section line (the basis of bearings is North 57'26" West 2644.66 feet measured between the Southeast corner and the South Quarter corner of said Section 12) and North 00°52'36" East 2602.60 feet from the Southeast corner of said Section 12, and running thence South 89°54'13" West 30.00 feet along said street; thence North 00°52'36" East 450.07 feet to the northerly boundary line of said Lot 3; thence North 89°54'13" East 30.00 feet along said line; thence South 00°52'36" West 450.07 feet to the POINT OF BEGINNING.

Contains 13,502 square feet or 0.31 acres.
Ck By JJB 08/07/06

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August 4, 2006 JDP