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When Recorded Mail To:
Brighton and North Point Irrigation Co.
P.O. Box 112107
Salt Lake City, UT. 84147-0107

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Book - 9343 Pg - 6492-6496
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON & NORTH POINT IRRIG.
PO BOX 112107
SLC UT 84147
BY: ZJM, DEPUTY - WI 5 P.

EASEMENT RELOCATION AGREEMENT

This Easement Relocation Agreement, (the "Agreement") is entered into this the 3rd day of December, 2004, by and UNION PACIFIC RAILROAD COMPANY, a Delaware 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 the West Salt Lake Intermodal Subdivision which is part of Section 12, Township 1 South, Range 2 West and Section 7, Township 1 South, Range 1 West Salt Lake Base & Meridian, Salt Lake County, Utah (the "Property").
- B. A portion of the Property is encumbered pursuant to a Resolution dated February 27, 1981, and recorded March 24, 1981, as Entry No. 3546750 in Book 5227, at Page 1403 (the "Document"), in which Grantee obtained an easement (the "Existing Easement") for a canal (the "Canal"). A portion of the existing easement is to be vacated ("Vacated Easement") as defined in Exhibit A attached hereto and made a part hereof.
- C. The Parties desire to relocate the Vacated Easement by entering into a new easement ("New Easement") over the Property as described in Exhibit B attached hereto and made a part hereof.

AGREEMENT:

NOW THEREFORE, in consideration of the mutual promises and covenants contained here, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Termination of Existing Easement.** The Vacated Easement shall be and is automatically, forever, completely and irrevocably abandoned, terminated, relinquished and canceled and shall be of no further force of effect as it pertains to the Property described in Exhibit A.
- 2. **Grant of New Easement.** Grantor hereby grants and conveys to Grantee a non-exclusive New Easement for the construction, installation, operation,

inspection, repair, maintenance and replacement of the Canal upon, over, under and across that certain portion of the Property Described in Exhibit B.

3. **Construction.** Grantor shall, at Grantor's sole cost and expense, construct and improve the new Canal to be located in the New Easement, all in accordance with the specifications and requirements of Grantee, and upon execution of this agreement the Canal located in the Existing Easement will be deemed abandoned.
4. **Indemnity.** Grantor agrees to indemnify and hold Grantee harmless from any and against all liabilities, claims, losses and damages, including reasonable attorneys' fees and costs arising from or in connection with the construction of the new Canal. Grantor shall hold Grantee harmless for minor underground water seepage.
5. **Maintenance.** Grantor shall reasonably cooperate with Grantee in permitting maintenance and repairs of Grantee's Canal in the New Easement, including not unreasonably obstructing access to the New Easement. Grantee shall not be responsible for any weed control or landscaping maintenance to the New Easement area.
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 Canal over the New Easement.
7. **Binding.** This Agreement shall be binding upon and accrue to the benefit of the successors or assigns of each of the parties hereto.
8. **Miscellaneous.** This Agreement contains all the terms, covenants, and conditions between the parties hereto with respect to the subject matters treated herein. The Agreement may be amended or supplemented only by a written agreement executed by all parties hereto or the successors or assigns. This Agreement concerns real property in the State of Utah and shall be governed and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date above.

GRANTOR:
UNION PACIFIC RAILROAD COMPANY

By: Tony K. Love
Tony K. Love
General Manager – Real Estate

GRANTEE:
BRIGHTON AND NORTH POINT
IRRIGATION COMPANY

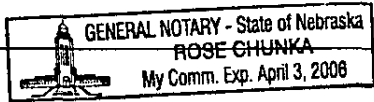
By: David O. Hinckley
David O. Hinckley
President

(Notary acknowledgements and legal descriptions to follow)

STATE OF NEBRASKA)
)ss.
COUNTY OF DOUGLAS

The foregoing instrument was acknowledged before me the 21st day of December, 2004 by Tony K. Love in his capacity as General Manager – Real Estate of Union Pacific Railroad Company, a Delaware Corporation.

My Commission Expires:



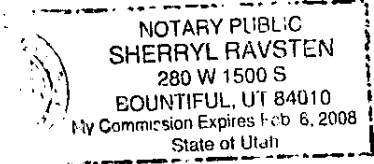
Rose Chunks
Notary Public
Residing at: _____

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

The foregoing instrument was acknowledged before me the 22 day of Mar, 2005 by David O. Hinckley in his capacity as President of Brighton and North Point Irrigation Company, a Utah corporation.

My Commission Expires:

2-6-08



Sherryl Ravsten
Notary Public
Residing at: Bountiful ut

EXHIBIT A

VACATION – WEST BRANCH, BRIGHTON & NORTH POINT CANAL

A portion of the existing West Branch of the Brighton & North Point Canal as described in Book 6067 at Page 396 and located in the Northeast Quarter of Section 12, Township 1 South, Range 2 West, Salt Lake Base & Meridian and the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base & Meridian, which lies 30.00 feet on both sides of the following described center line of the existing canal alignment:

Commencing at the Salt Lake County monument found marking the Northwest corner of said Section 7 and running 985.87 feet North 89°54'18" West along the section line and 62.26 feet South 00°05'42" West to the Point of Beginning, and running thence South 35°12'42" East 86.47 feet; thence South 49°03'46" East 990.54 feet; thence South 57°17'32" East 1639.48 feet to the terminus of this easement, which is 1668.76 feet South 00°07'24" East along the section line and 1188.10 feet North 89°52'36" East from the Northwest corner of said Section 7.

Contains 162,989 square feet or 3.742 acres.

EXHIBIT B

NEW ALIGNMENT DESCRIPTION WEST BRANCH, BRIGHTON & NORTH POINT CANAL

A 60.00 foot wide parcel of property for the West Branch of the Brighton & North Point Canal located in the Northeast Quarter of Section 12, Township 1 South, Range 2 West, Salt Lake Base & Meridian and the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base & Meridian, which lies 30.00 feet on both sides of the following described center line:

Commencing at the Salt Lake County monument found marking the Northwest corner of said Section 7 and running 985.87 feet North 89°54'18" West along the section line to the and 62.26 feet South 00°05'42" West to the Point of Beginning and the center line of said canal, and running thence South 57°58'57" East 109.26 feet to a 100.00 foot radius curve to the left; thence easterly 114.87 feet along the arc of said curve through a central angle of 65°48'58" (chord bears North 89°06'34" East 108.66 feet); thence North 56°12'05" East 9.26 feet to a 100.00 foot radius curve to the right; thence northeasterly 57.65 feet along the arc of said curve through a central angle of 33°01'44" (chord bears North 72°42'57" East 56.85 feet); thence North 89°13'49" East 407.05 feet to a 200.00 foot radius curve to the right; thence southeasterly 92.12 feet along the arc of said curve through a central angle of 26°23'24" (chord bears South 77°34'29" East 91.31 feet); thence South 64°22'47" East 9.32 feet to a 200.00 foot radius curve to the left; thence easterly 169.00 feet along the arc of said curve through a central angle of 48°24'51" (chord bears South 88°35'12" East 164.01 feet); thence North 67°12'22" East 12.37 feet to a 200.00 foot radius curve to the right; thence northeasterly 76.88 feet along the arc of said curve through a central angle of 22°01'29" (chord bears North 78°13'07" East 76.41 feet); thence North 89°13'51" East 393.24 feet to a 120.00 foot radius curve to the right; thence southeasterly 65.01 feet along the arc of said curve through a central angle of 31°02'27" (chord bears South 75°14'55" East 64.22 feet) to a point of compound curvature with a radius of 202.50 feet to the right; thence southeasterly 82.22 feet along the arc of said curve through a central angle of 23°15'52" (chord bears South 48°15'46" East 81.66 feet); thence South 36°27'50" East 1120.44 feet to a 55.56 foot radius curve to the right; thence southerly 38.66 feet along the arc of said curve through a central angle of 39°48'33" (chord bears South 16°33'33" East 37.83 feet); thence South 03°20'43" West 567.53 feet to a point on the existing center line alignment of said Canal and the terminus of this description, which is 1668.76 feet South 00°07'24" East along the section line and 1188.10 feet North 89°52'36" East from the Northwest corner of said Section 7.

Contains 199,489 square feet or 4.580 acres.