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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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08/30/2006 01:47 PM \$19.00
Book - 9343 Pg - 6497-6501
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON & NORTH POINT IRRIG.
PO BOX 112107
SLC UT 84147
By: ZJM, DEPUTY - WI 5 P. ZJM

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 by the Ridgeland Canal (the "Canal"). A portion of the existing Canal is to be vacated ("Vacated Canal") as defined in Exhibit A attached hereto and made a part hereof.
- C. The Parties desire to relocate the Vacated Canal by entering into an easement ("Easement") over the Property as described in Exhibit B attached hereto and made a part hereof.

AGREEMENT:

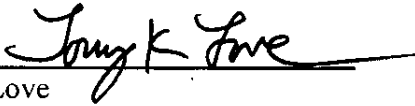
NOW THEREFORE, in consideration of the mutual promises and covenants contained here, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Termination of Existing Rights.** Grantee hereby releases and quit claims any and all rights to Vacated Canal and the Vacated Canal 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 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.

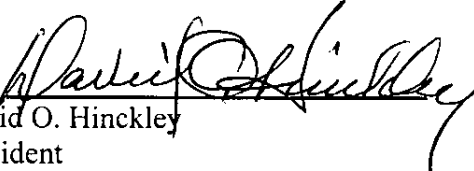
3. **Indemnity.** Grantor shall hold Grantee harmless for minor underground water seepage.
4. **Maintenance.** Grantor shall reasonably cooperate with Grantee in permitting maintenance and repairs of Grantee's Canal in the Easement, including not unreasonably obstructing access to the Easement. Grantee shall not be responsible for any weed control or landscaping maintenance to the Easement area.
5. **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 Easement.
6. **Binding.** This Agreement shall be binding upon and accrue to the benefit of the successors or assigns of each of the parties hereto.
7. **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
General Manager – Real Estate

GRANTEE:
BRIGHTON AND NORTH POINT
IRRIGATION COMPANY

By: 
David O. Hinckley
President

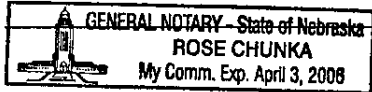
(Notary acknowledgements and legal descriptions to follow)

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 Chunka
Notary Public
Residing at: _____



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

The foregoing instrument was acknowledged before me the 22nd day of March, 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

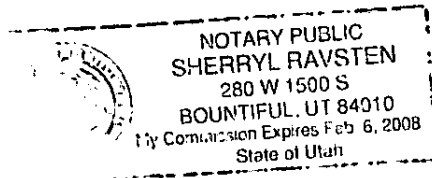


EXHIBIT A

Description for Vacated Ridgeland Canal

A portion of the existing 33.00 foot wide Ridgeland Canal R/W & Easement as described in Book 6U at Page 427 and 428, located in the East Half of Section 12, Township 1 South, Range 2 West, Salt Lake Base & Meridian and crossing the West Salt Lake Intermodal Subdivision, which lies 16.50 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 2374.77 feet North 89°54'18" West along the section line and 447.42 feet South 00°05'42" West to the Point of Beginning and the intersection with the northerly boundary line of Lot 1 of said Subdivision, and running thence South 00°16'20" East 1295.00 feet; thence South 07°34'52" East 174.23 feet; thence South 01°47'04" West 159.22 feet; thence South 01°21'10" East 255.13 feet; thence South 00°08'51" East 381.49 feet; thence South 03°01'56" East 53.15 feet to the southerly boundary line of 1100 South Street and said Subdivision.

Contains 76,502 square feet or 1.756 acres.

EXHIBIT B

30 FOOT WIDE RIDGELAND CANAL EASEMENT ACROSS LOT 1, WEST SALT LAKE INTERMODAL SUBDIVISION

An easement over, across and through a 30.00 foot wide strip of land for the Ridgeland Canal and Pipeline located in a portion of Lot 1, and 4800 West Street as shown on the plat of West Salt Lake Intermodal Subdivision as recorded in the Office of the Salt Lake County Recorder located in the Northeast Quarter of Section 12, Township 1 South, Range 2 West, Salt Lake Base & Meridian and in the Northwest Quarter of Section 7, Township 1 South, Range 1 West, Salt Lake Base & Meridian, which lies 15.00 feet on both sides of the following described center line:

Commencing at the Salt Lake County monument found marking the West Quarter corner of said Section 7 and running 390.84 feet North $00^{\circ}07'24''$ West along the section line and 63.00 feet South $89^{\circ}54'13''$ West to a point on the south line of said Lot 1 and the POINT OF BEGINNING of said center line, and running thence North $00^{\circ}07'18''$ West 707.38 feet; thence North $44^{\circ}52'36''$ East 58.57 feet; thence East 78.30 feet; thence South $75^{\circ}39'47''$ East 34.07 feet; thence North $81^{\circ}06'55''$ East 75.90 feet; thence North $89^{\circ}34'17''$ East 203.30 feet; thence North $75^{\circ}51'56''$ East 285.09 feet; thence North $82^{\circ}53'59''$ East 79.58 feet; thence East 114.40 feet; thence North $86^{\circ}30'34''$ East 208.57 feet; thence North $89^{\circ}52'05''$ East 123.40 feet; thence East 38.17 feet to the center line of the new West Branch, Brighton & North Point Canal and the terminus of said center line, which point lies 1228.47 feet North $00^{\circ}07'24''$ West along the section line and 1202.01 feet North $89^{\circ}52'36''$ East from said West Quarter corner of Section 7.

Contains 56,075 square feet or 1.29 acres across said Lot 1 &

Contains 3,881 square feet or 0.09 acres across said 4800 West Street.