

Recorded JAN 13 1970 at 9:19A.M.
 Request of RAY M. HARDING, ATTY
 Fee Paid HAZEL TAGGART CHASE
 Recorder, Salt Lake County, Utah
 \$ 4.00 By [Signature] Deputy
 Ref. 540 EAST 5TH SOUTH
 SUITE 203 84102

2317009

AGREEMENT

THIS AGREEMENT made and entered into this 6 day of January, 1970 by and between BRIGHTON & NORTHPOINT IRRIGATION COMPANY, hereinafter referred to as First Party and GENERATOR EXCHANGE, INC., hereinafter referred to as Second Party.

WITNESSETH, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Second Party agrees to remove all encroachments on the right of way of the First Party's canal on the property belonging to or occupied by the Second Party. It is acknowledged that First Party's right of way extends for twenty feet on both sides of the canal, except as the permanent building of Generator Exchange, Inc. may now extend upon said twenty foot right of way.

2. Said property upon which Second Party conducts its business is described as follows:

Beginning at a point on the South Line of 3300 South Street, North 873 feet and East 2557.66 feet, more or less from the South quarter corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence along the South line of 3300 South Street, South 85° 12' West 100 feet, thence South 115 feet; thence North 85° 12' East 100.0 feet; thence North 115.0 feet to the point of beginning.

3. First Party agrees to allow Second Party the privilege of retaining an existing structure encroaching upon the right of way for a temporary period of time and said allowance is not to be construed as a waiver of the right of way privileges.

4. Said encroachment is presently in the form of a building which has been temporarily moved on the right of way and may remain upon said premises until requested to be removed by First Party.

5. There presently exists a drain from the permanent building belonging to the Second Party which drains into the canal belonging to the First Party and Second Party agrees that said drain will be removed upon the request of the First Party.

6. The continued allowance of the existing drain is not to be considered as a waiver of the First Party's right of way or interest therein and shall be removed upon the request of the First Party.

7. Upon First Party's giving written notice to Second Party, Second Party agrees to remove the existing encroachments, that is the building and the pipeline thereon, within five days after receipt of said written notice.

8. Should the Second Party fail to remove the encroachments within the five days above allowed, First Party shall have the right to enter in upon the property and remove said encroachments and charge the expense of such removal to the Second Party.

9. Both parties hereto agree that the existing canal alignment may be changed at the sole expense of the Second Party so as to continue to provide a 20 foot right of way on both sides of the canal.

10. It is proposed that Second Party shall realign the canal belonging to First Party so that the canal shall take a more direct course with less meander, which shall prove mutually beneficial to both First and Second Parties hereto. However, in re-locating said canal, Second Party agrees not to encroach upon the 20 foot right of way easement which shall exist on both sides of the newly located canal system.

11. Second Party agrees to re-locate First Party's canal with its existing 20 foot right of way on both sides thereof, at the following approximate location:

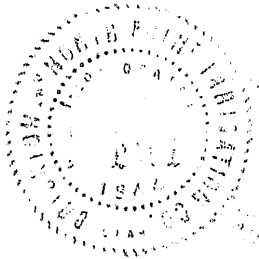
Commencing at a point approximately 550 feet South from the Southeast corner of the existing permanent building belonging to Second Party, thence in an approximate Northwesterly direction to the point where the canal now crosses under 3300 South Street which point is approximately 200 feet West of the Southeast corner of Second Party's permanent building.

12. Should Second Party fail to re-locate the canal in accordance with the terms hereof, Second Party fully agrees to abide by the terms stated herein, including the removal of any encroaching structures that may hereafter be erected upon the existing 20 foot canal right of way,

13. Should the First Party be required to proceed with legal action to protect its right of way and/or for the removal of the above mentioned encroachments, Second Party agrees to pay all costs of court and attorney's fees.

WITNESS the signatures of the above named parties this

9th day of January, 1970,



ATTEST:

Edwin Whitney
Secretary-Treasurer

BRIGHTON & NORTHPOINT IRRIGATION COMPANY

By Edwin Whitney

ATTEST:

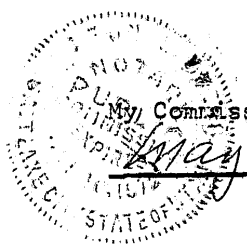
Ronald P. Carter
Secretary

GENERATOR EXCHANGE, INC.

By Ronald P. Carter

Subscribed and sworn to before me this 9th day of January, 1970.

Leon L. Fells
Notary Public
Residing in Salt Lake City,
Utah



My Commission Expires;
May 10 - 1972