

When Recorded Mail To:
P. O. Box 2993
Salt Lake City, UT 84110-2993

RIGHT-OF-WAY AND EASEMENT AGREEMENT

BOTHWELL AND SWANER COMPANY, a Utah corporation RICHARD MOREHOUSE, LYNN MOREHOUSE, MAUREEN MOREHOUSE, AND CONNIE MOREHOUSE as "Grantor", hereby conveys to BRIGHTON AND NORTH POINT IRRIGATION COMPANY, a Utah nonprofit corporation, and to NORTHPOINT CONSOLIDATED IRRIGATION COMPANY, hereinafter "Grantee", a Utah nonprofit corporation, hereinafter "Grantee", for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, an easement for the construction, installation and maintenance of a waterway and water lines upon, over, under and across the following described land, situated in Salt Lake County, State of Utah, as set forth in Exhibit "A" attached hereto.

By acceptance or use hereof, Grantee agrees to be bound by and accepts this easement, subject to the following terms and conditions:

1. The rights granted hereunder are nonexclusive and the premises indicated herein are subject to being used for utility or other purposes by such person the Grantor may designate at any time, so long as such use does not interfere with Grantees ability to operate and maintain its facilities. Grantor may reasonably relocate this easement as Grantor deems necessary to accommodate Grantor's land utilization, provided Grantee is not damaged thereby.
2. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the easement granted.
3. Grantee will comply with all applicable City ordinances, State and County laws, in the installation, maintenance or removal of facilities installed by Grantee.
4. Grantee shall instal facilities in such a manner as will minimize the time and extent of the disturbance to the land and improvements to the fullest extent reasonably possible. After installation of said facilities, Grantee will, at its sole expense, reasonably restore the surface of any land disturbed by Grantee within said premises as nearly as possible to its original condition.
5. Grantor shall have the right at such times and in such a manner as it deems necessary to construct roads or driveways and to carry out other Grantor purposes over, across and through the premises covered by this easement, so long as such does not impair Grantee's use.
6. Grantee shall not assign any of its rights hereunder without prior written consent of the Grantor except for the purpose of reorganizing the Grantee with substantially the same owners as before. Grantor shall not unreasonably withhold consent to assignment.
7. This agreement shall be binding upon the assignees, successors and/or transferor of each of the parties hereto.

6493703

BK7523PG2601

EXHIBIT 'A'

A 100.00-foot wide strip of land located in Sections 20 & 29, Township 1 North, Range 2 West, Salt Lake Base & Meridian, lying 50.00 feet on each side of the following-described centerline:

BEGINNING at a point which is 33.68 feet SOUTH from the East Quarter corner of said Section 20 (the basis of bearing being South $89^{\circ}52'58''$ West 2648.07 feet between the monuments found marking the North Quarter corner and the Northwest corner of Section 22, Township 1 North, Range 2 West, Salt Lake Base & Meridian), and running thence South $48^{\circ}25'21''$ West 125.34 feet; thence South $45^{\circ}15'33''$ West 3422.66 feet to a point of curvature with a 175.00-foot radius curve to the right; thence Southwesterly 136.52 feet along the arc of said curve through a central angle of $44^{\circ}41'45''$; thence South $39^{\circ}57'18''$ West 2581.48 feet; thence South $62^{\circ}11'05''$ West 57.22 feet to a point which is North 36.61 feet from the Southwest corner of said Section 20.

BK 7523 PG 2602

STATE OF CALIFORNIA)
: ss.
COUNTY OF SONOMA)

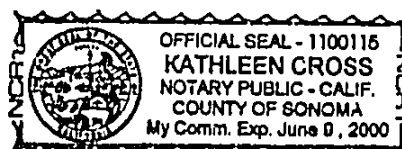
On this 10th day of October, 1996, personally appeared before me Maureen Morehouse to me known to be the individual described in and who executed the within and foregoing RIGHT-OF-WAY and EASEMENT AGREEMENT between BOTHWELL AND SWANER COMPANY and BRIGHTON AND NORTH POINT IRRIGATION COMPANY and NORTH POINT CONSOLIDATED IRRIGATION COMPANY, and acknowledged that she signed the within and foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kathleen Cross
NOTARY PUBLIC
In and For the State of California,
County of Sonoma

Commission Expires:

6-9-2000



STATE OF CALIFORNIA)
: ss.
CGUNTY OF SONOMA)

On this 10th day of October, 1996, personally appeared before me Richard Morehouse and Lynn Morehouse to me known to be the individual described in and who executed the within and foregoing RIGHT-OF-WAY and EASEMENT AGREEMENT between BOTHWELL AND SWANER COMPANY and BRIGHTON AND NORTH POINT IRRIGATION COMPANY and NORTH POINT CONSOLIDATED IRRIGATION COMPANY, and acknowledged that he signed the within and foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kathleen Cross
NOTARY PUBLIC
In and For the State of California,
County of Sonoma

Commission Expires:

6-9-2000



BK7523PG2604

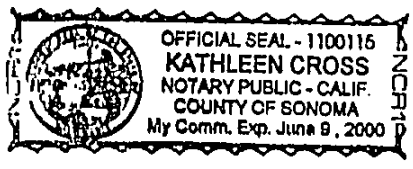
STATE OF ~~OREGON~~)
California : ss.
COUNTY OF ~~DOUGLAS~~)
Sonoma

On this 17th day of October, 1996, personally appeared before me Connie Morehouse to me known to be the individual described in and who executed the within and foregoing RIGHT-OF-WAY and EASEMENT AGREEMENT between BOTHWELL AND SWANER COMPANY and BRIGHTON AND NORTH POINT IRRIGATION COMPANY and NORTH POINT CONSOLIDATED IRRIGATION COMPANY, and acknowledged that she signed the within and foregoing instrument as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Kathleen Cross
NOTARY PUBLIC
In and For the State of Oregon
County of Douglas

Commission Expires:
6-9-2000



6493703
10/30/96 1:15 PM 21.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
BRIGHTON IRRIGATION CO
POB 1993 SLC 84110-2993
REC BY: P ANDERSON , DEPUTY - WI

cc:right-of-way

BK7523PG2605