

AGREEMENT

03-151-0003,0009

This agreement made and entered into by and between BRIGHAM CORPORATION, a Municipal Corporation organized pursuant to the laws of the State of Utah, hereinafter referred to as the "CITY" and Joseph P. Siggard and Jennie L. Siggard Trustees of the living Trust Dated July 30, 1990 hereafter referred to as "OWNERS".

WITNESSETH:

WHEREAS, the owners own property located between 1100 South (Highway 91) and 1076 South Brigham City, UT and further described in Exhibit "A", (hereinafter the "Property") and

WHEREAS, a natural drainage channel and riparian area traverses across the Property conveying storm drainage water from the north and south sides of 1100 South (Highway 91), and

WHEREAS, the storm drainage channel over time has silted full causing flooding of the riparian area on the Property and the gravel road identified as 1075 South, and

WHEREAS, the City acknowledges that the flooding will continue to expand unless the drainage channel is cleaned and maintained, and

WHEREAS, the City is willing to excavate a new drainage channel and has acquired the necessary regulatory permits to complete the work and will pay all expenses relating there to and the Owners are willing to allow the City to excavate said drainage channel on their Property upon certain terms and subject to the conditions as herein set forth,

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth hereafter, and other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the parties agree as follows:

1. The Owners will grant City permission to excavate a storm drainage channel upon and across their property as described in Exhibit "A" of this agreement.
2. The City will complete the 1100 SOUTH - GEORGIA WAY DRAINAGE CHANNEL PROJECT in accordance with the CONTRACT DOCUMENTS, SPECIFICATIONS AND DRAWINGS, hereinafter the "Project."
3. Upon completion and acceptance of the Project, the City, at its own expense, shall survey the new storm drainage channel alignment as it exists on upon and across Owners property and Owners will grant the City a perpetual easement for the maintenance, repair and construction the channel.
4. Each side agrees to cooperate fully to see that the intent and purpose of this Agreement is met.

DATED this 19th day of July, 2004

DEVELOPERS

BRIGHAM CITY CORPORATION

Joseph P. Siggard
Joseph P. Siggard

Lou Ann Christensen
Lou Ann Christensen, Mayor

Jennie L. Siggard
Jennie L. Siggard

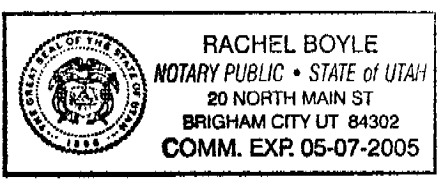
Mary Kate Christensen
ATTEST: Mary Kate Christensen,
City Recorder

State of Utah)

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County of Box Elder)

On the ^{21st} 19th day of July, 2004, personally appeared before me Lou Ann Christensen and Mary Kate Christensen, who being by me duly sworn did say, each for herself, that she, the said Lou Ann Christensen, and she, the said Mary Kate Christensen, is the City Recorder of Brigham City Corporation, and that the within and foregoing instrument was signed in behalf of said City and said Lou Ann Christensen and Mary Kate Christensen each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



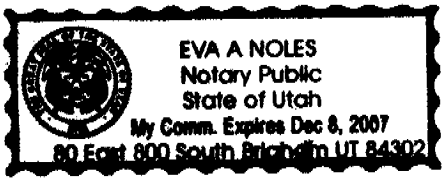
Rachel Boyle
Notary Public
Residing in: _____

State of Utah)

§

County of Box Elder)

On the 19th day of July, 2004, personally appeared before me Joseph P. Siggard and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same.



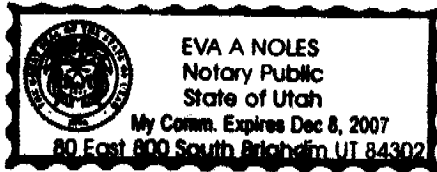
x Eva A. Noles
Notary Public
Residing in: Brigham City

State of Utah)

§

County of Box Elder)

On the 19th day of July, 2004, personally appeared before me Jennie L. Siggard and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed the same.



Eva A. Noles

 Notary Public
 Residing in: *Brigham City*

EXHIBIT "A"

All of the following tract North of Railroad Spur. Beginning 11 rods South of the Northeast Corner of the Southwest Quarter of Section 26, Township 9 North, Range 2 West, Salt Lake Base & Meridian, thence South 89 rods, thence West 49.88 rods, thence South $\frac{1}{2}^{\circ}$ West 14.58 chains, thence North $89^{\circ}4'$ West 27.36 chains, thence North 19.42 chains to R.R., thence Northeast along said R.R., to a point West of beginning, thence East to beginning. Containing 11 acres.