

6887020
03/10/98 08:50 AM 26-00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TITLE WEST
REC BY: R JORDAN DEPUTY - WI

When recorded, return to:

6887020

EASEMENT AGREEMENT

This Easement Agreement is entered into between the BRIGHTON AND NORTH POINT IRRIGATION COMPANY ("Brighton"), as GRANTEE, and GEORGE J. CONDAS, Trustee in Trust ("Condas"), as GRANTOR;

WHEREAS, Condas is the owner of the real property in Salt Lake County, State of Utah which is more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Condas Property");

AND WHEREAS, Brighton presently owns an irrigation Canal known as the West Branch of the Brighton-North Point Canal ("Canal") which crosses the Condas property;

AND WHEREAS, both Condas and Brighton desire to enter into this agreement to clarify and establish the rights and obligations of the parties which respect to the Canal and the land through which it passes;

NOW, THEREFORE, in consideration of the covenants contained herein and other valuable consideration, the recitals above incorporated herein by this reference, the following perpetual easement is hereby created, granted, and conveyed:

1. Condas hereby grants and conveys to Brighton an easement 53.0 feet wide, (the "Canal Easement") being 26.5 feet on either side of the centerline described in Exhibit "B" attached hereto and made a part hereof, for the purpose of operating, inspecting, repairing, cleaning and maintaining an irrigation Canal.
2. Brighton, its employees, contractors, or representatives shall have the permanent and irrevocable right of ingress and egress to and from the Canal Easement for the purpose of operating, inspecting, repairing, cleaning, and maintaining the Canal.

BK7904PG2830

TW12089

Such ingress and egress shall be limited to such easement and to existing public roads, if any, on the Condas Property. All activities of Brighton on the Condas Property shall be limited to the use and enjoyment by Brighton of the Canal Easement.

3. Subject to the prior written consent of Brighton which shall not be unreasonably withheld, Condas shall have the right to place along, across, under, and over the Canal Easement as many roads, streets, sidewalks, bridges, passageways, electric light and power lines, water lines, sewer lines, and other utilities as Condas may desire (which items to which Brighton has consented are herein called "Approved Improvements"), provided that the installation shall not interfere with the Canal, its operation, inspection, repair, cleaning, maintenance, or its appurtenances. Brighton shall have the right to remove any trees, grass or obstacles from the Canal Easement (other than Approved Improvements) that, in the reasonable judgment of Brighton, may interfere with the operation or maintenance of the Canal or the Canal Easement. Any Approved Improvements made shall be maintained and repaired by Condas at Condas's expense. Other than Approved Improvements, Condas shall not place any buildings, structures or fencing within the Canal Easement. Other than to the extent necessary to prevent an overflow of waters from the Canal Easement or damage to the Canal, Brighton shall not be responsible for weed control or landscaping repairs in the Canal Easement. Condas shall have the right, but not the obligation, to install and maintain landscaping in the Canal Easement, so long as such landscaping does not interfere with the Canal, its operations or its appurtenances.
4. Brighton shall be liable to Condas for any damage to the Condas Property caused by Brighton's negligent operation, repair or maintenance of the Canal and its appurtenance including, without limiting the generality of the foregoing, damage caused by any overflow of waters from the Canal Easement. Brighton's liability shall not extend to any such damage caused in whole or in part by the actions of Condas, or his tenants, subtenants, agents, invitees, adjoining landowners, or any other party other than Brighton's agents expressly appointed and accepted by Brighton.
5. Brighton shall have the sole and exclusive obligation to maintain, repair and replace the Canal and Canal Easement so that the Canal is at all times in a good, safe and operational condition. All such maintenance, repair and replacement shall be undertaken at the sole cost and expense of Brighton, and the owner of the Condas property shall have no obligation in connection therewith except for damage that has been caused by the actions of Condas, or his tenants, subtenants, agents or invitees.
6. Brighton acknowledges that Brighton has no right to widen or enlarge the portion of the Canal that crosses the Condas property beyond the existing width of the Canal Easement of 53 feet.
7. This agreement replaces and supersedes any and all prior agreements relating to the Canal and Canal Easement as the same affects the Condas property.

8. This easement shall run with the land and be binding on the heirs, successors, and assigns of the parties.

DATED this 3rd day of March, 1998.

BRIGHTON AND NORTH POINT IRRIGATION
COMPANY:

Elliott F. Christensen
(By)

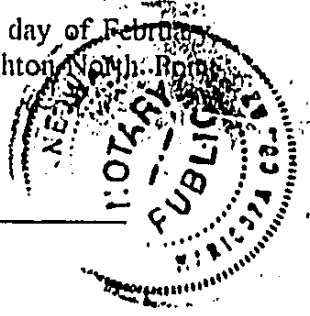
Elliott F. Christensen
(Name)

President
(Title)

George J. Condas
George J. Condas, Trustee

Maricopa
COUNTY OF SALT LAKE)
arizona :SS
STATE OF UTAH)

The foregoing instrument was acknowledged before me on this _____ day of February, 1998, by Elliott F. Christensen the President of Brighton North Farms Irrigation Company.

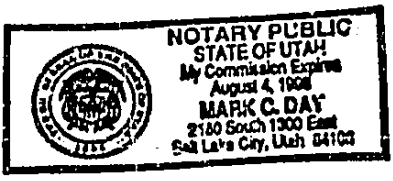


My Commission Expires Jan. 6, 1999

Anne Way
NOTARY PUBLIC

COUNTY OF SALT LAKE)
:SS
STATE OF UTAH)

The foregoing instrument was acknowledged before me on this 9 day of ^{MARCH} February, 1998, by George J. Condas, Trustee.



Mark C. Day
NOTARY PUBLIC

BK 7904 PG 2833

Exhibit "A"

PARCEL A:

Beginning at a point which is North 0 degrees 06'14" East 1331.004 feet along the section line and South 89 degrees 59'18" East 33.6 feet from the Southwest Corner of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian. Said point also being on the extension of an East-West fence line; thence South 89 degrees 59'18" East along said extension and fence line 1267.451 feet to a fence corner on a North-South wire fence line; thence along said fence line the following two courses: North 0 degrees 41'47" East 569.784 feet and North 0 degrees 49'20" East 2089.400 feet to a point on the Southerly right of way of the Union Pacific Railroad, said point being 50.00 feet perpendicularly distant from the center of the track of said railroad; thence South 80 degrees 54'49" West 1320.58 feet parallel to and 50.00 feet perpendicularly distant from the center of said track to the East line of 4800 West Street; thence along said East line South 0 degrees 06'19" East 1119.54 feet and South 0 degrees 06'14" West 1330.527 feet to the point of beginning.

PARCEL B:

Beginning at a point which is North 89 degrees 09'19" East along the section line 33.00 feet from the Northwest corner of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89 degrees 09'19" East along section line 633.570 feet to the Westerly line of the Utah Power and Light property, conveyed in that certain Warranty Deed dated March 3, 1976, in book 4123 at Page 288; thence along said Westerly line the following two courses: South 37 degrees 50'41" East 1402.020 feet and South 0 degrees 02'41" East 74.323 feet to a point on the Northerly right of way fence line of The Union Pacific Railroad said point being 50.00 feet perpendicularly distant from the center of the track of said railroad; thence South 80 degrees 54'49" West 1510.123 feet parallel to and 50.00 feet perpendicularly distant from the center of said track along said right of way fence and its extension to the East line of 4800 West Street; thence North 0 degrees 06'19" West along said East line 1410.84 feet to the point of beginning.

PARCEL C:

Beginning at a point on the Easterly line of Utah Power and Light property, conveyed in that certain Warranty Deed dated March 3, 1976, in Book 4123 at Page 288, said point being North 89 degrees 09'19" East 954.571 feet along section line from the Northwest corner of Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence continuing along section line North 89 degrees 09'19" East 1592.179 feet to a point on the extension of the West right of way line of 4400 West Street; thence South 0 degrees 14'20" West 1046.800 feet along said extension and right of way line to a point on the Northerly right of way fence line of the Union Pacific Railroad said point being 50.00 perpendicularly distant from the center of the track of said railroad; thence South 80 degrees 54'49" West 795.386 feet parallel to and 50.00 feet perpendicularly distant from the center of track along said right of way fence to the said Utah Power and Light Easterly line; thence along said Easterly line the following two courses: North 0 degrees 02'41" West 116.475 feet and North 37 degrees 50'41" West 1307.441 feet to the point of beginning.

PARCEL 1A:

A non-exclusive easement in favor of Grantors, their heirs, successors and assigns to utilize the real property for any purpose which does not unreasonably interfere with and does not unreasonably hamper the Grantee's installation, maintenance and operation of its towers and power transmission lines located on said property.

Said easement is set forth in that certain Warranty Deed dated February 11, 1976 by and between George J. Condas and Mary Condas Lehmer Trustees and Utah Power and Light Company which was recorded March 3, 1976 as Entry No. 2791028, in Book 4123, at Page 288 of official records and covering the following described real property:

Beginning on the North boundary line of the Grantors' land at a point 666.57 feet East along the Section line from the Northwest corner of Section 7, Township 1 South, Range 1 West, Salt Lake Meridian and running thence South 37 degrees 00' East 1402.02 feet and South 0 degrees 48' West 58.68 feet to the South boundary line of said Grantors' land, thence North 80 degrees 55' East 233.47 feet along said South boundary line, thence North 0 degrees 48' East 97.36 feet and North 37 degrees 00' West 1309.62 feet to said North boundary line, thence West 286.69 feet along said North boundary line to the point of beginning.

Exhibit "B"

**Centerline Description
of the
West Branch of the Brighton North Point Canal
(53' right of way, 26.5' either side of centerline)**

Section 7, Township 1 South, Range 1 West

Beginning at Engineer's Station 198+43.91, which point is on the east line of Section 7, said point being 1132 feet north more or less of the southeast corner of said Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 89 degrees 45' West, 100 feet; thence northwesterly 55.56 feet along the arc of a 100 foot radius curve to the right (long chord bears North 73 degrees 50' West); thence North 57 degrees 55' West 5300.53 feet to Engineer's Station 253+00 which point is the centerline of the Union Pacific Railroad; thence North 57 degrees 55' West, 850.47 feet to Engineer's Station 261+50.47, which point is on the west line of Section 7, said point being 900 feet more or less South of the Northwest corner of said Section 7, Township 1 South, Range 1 West, Salt Lake Base and Meridian.