

AN AGREEMENT CONCERNING A RIGHT OF WAY

This agreement has been made and entered into this 26 day of January, 1994. The undersigned, Pioneer Development Corp. hereinafter called the First Party, owns the following described real property, to wit:

Pioneer Estates Plat A Lot's 20, 21, 25, 24, 23

Pioneer Estates Plat **B** Lot's 57, 58, 63, 64, 65, 66, 67,

68, 69, 70, 81, 82, 83.

ENT 16567 BK 3379 PG 690
NINA B REID UTAH CO RECORDER BY MB
1994 FEB 28 2:15 PM FEE 29.00
RECORDED FOR JOHN K BUSHMAN

2. The undersigned Lehi Irrigation Company, hereinafter referred to as Second Party, is the owner of a right of way which traverses the above described property of the First Party. The right of way includes a primary easement where an irrigation ditch is located and a secondary easement. The secondary easement affords the Second Party the right to maintain the primary easement and includes the right to clean and maintain the primary easement. The center line of Second Party's easement is described as follows:

A 16.00 FOOT WIDE EASEMENT, 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

Commencing at a point located North 89°54'59" West along the Section line 680.16 feet and South 1032.14 feet from the North Quarter corner of the Section 5, Township 5 South, Range 1 East Salt Lake Base and Meridian; thence North 07°25'06" West 395.02 Feet; thence West 202.87 feet; thence South 39°24'41" West 100.46 feet; thence North 73°33'42" West 147.29 feet; thence North 38°08'16" West 147.76 feet, to a point also located South 559.15 feet and West 1230.33 feet from the North quarter corner of said Section 5.

3. First party desires to subdivide (or otherwise improve) First Party's property and it is agreed that it is in the interest of both First Party and Second Party that the open ditch which presently exists along Second Party's easement across First Party's land be replaced with covered ditch.

4. The parties hereto agree that the ditch will be covered at First Party's sole expense. The work will be done in accordance with specifications furnished to the First Party by the Second Party and will be completed by First Party in accordance with those specifications. Second Party shall inspect the installation after it is complete and will either accept the installation or specify any defects. Such defects, if any, shall be promptly cured by First Party.

5. Both parties recognize the possibility that at some future time the Second Party's ditch may become obstructed and that it may become necessary for Second Party to have access to Second Party's easement for the purpose of entering onto the property now owned by the First Party and making repairs to the Second Party's irrigation system.

