AN AGREEMENT CONCERNING A RIGHT OF WAY

This agreement has been made and entered into this <u>26</u> day of <u>January</u>, 1994. The undersigned, <u>Pioneer Development Corp.</u> 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.

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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:

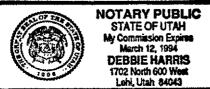
A 16.00 FOOT WIDE EASEMENT, 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

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.

In consideration of the Second Party furnishing plans and specification, 6. and agreeing to the modifications which First Party proposes, that is, the piping of the ditch, the Second Party hereby recognizes that Second Party presently has and shall continue to have a perpetual right of access to the ditch right of way over the above described real property owned by First Party. Second Party agrees for the Second Party and its successors and assigns that in the event it becomes necessary for the Second Party to have access to the ditch or for clearing obstructions or for making repairs to its system, that Second Party will avail itself of the least onerous means of

system.	repairing and maintaining its irrigation
First Party agrees for itself, its heirs, s Second Party be required to initiate court pro recognized by this agreement, that it shall be enforcing such rights, including attorney fees	ceedings to enforce its rights which are entitled to recover any coasts incurred in
	FIRST PARTY LEMINATION COMPANY By John K Bashma Its Sicilary
Acknowledgement for First Party	SECOND PARTY
Acknowledgement for First Faity	V
STATE OF UTAH)	ENT16567 BK 3379 PG 69
County of Utah WTak)	
On the day of	
	Danie Char
	Notary Public
Мус	JEANNIE JORGENSON Notary Public STATE OF UTAH My Comm. Expires OCT 11,199
STATE OF UTAH)	1185 N 1600 W LEHI UT 84043
: ss. County of Utah)	
On the 25, day Februa before me Ahm K Bushmu sworn, did say that is the	
Company, and that said instrument was s	igned in behalf of said corporation by
authority of its bylaws andacknowledged to me that said corporation	n executêd the same
admidated and the that data deliporation	- Oxeodica inc. J
NOTARY PURLIC	Dette Harris
CTATE OF UTAL	Motory Public



Notary Public

My commission expires: 3-12-94