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Weber County Clerk

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H. THE. ME. OLSEN
 WEBER CO. RECORDER
 DEPUTY Dennis Hakee

AGREEMENT

The undersigned, in consideration of being granted the right of use involving that certain right of way in Weber County, in the NW 1/4 Sec. 24, T6N, R2W, approximately 30 feet wide used and claimed by the South Slaterville Irrigation Company, running from 1200 South Street southerly approximately 600 feet to its confluence with the Slaterville Irrigation Company deeded right of way (Serial No. 0025009), which then bears S78°30'E along the railroad tracks (CPRR Co. right of way), hereby agree not to disturb, interfere with or harm the irrigation company's canal, canal bank right of way, or any water facility or works. In the event that any men or equipment employed by or operating under the control or direction of the undersigned cause any damage as aforesaid, the undersigned agree promptly upon notice to repair any such damage failing which the irrigation company may then cause the same to be done and charge the same back to the undersigned who agree promptly to pay the cost thereof together with all costs of collection including reasonable attorney's fees. In the event the irrigation company, because of any type of emergency caused by or contributed to by the said individuals or equipment, is required in its opinion to take immediate or prompt action to repair the canal, canal banks, right of way or any part of any water work or facility, without giving notice, it may charge the same back to the undersigned and collect the cost thereof in the same fashion.

This agreement shall be binding upon the heirs, personal representatives, successors, assigns and grantees of the undersigned.

IN WITNESS WHEREOF, these presents are executed this 19TH day of FEBRUARY 1980.

JOHNSON & NIMORI PROPERTIES

By [Signature]

ASPHALT PAVING CORP.

By [Signature]

Kenneth Nimori
KENNETH NIMORI
Individually and as a Guarantor

Don S. Johnson
DON S. JOHNSON
Individually and as a Guarantor