

RECORDING REQUESTED BY:

Morrell Family Trust
Lora Bohannon
455 N 200 W.
Spanish Fork, UT 84660

WELL USE AGREEMENT

This Agreement, made and entered into this 14th day of November, 2019 by and between **Richard Morrell and Lora Bohannon, Co-Successor Trustees of the Morrell Family Trust U/A/D July 27, 2009**, hereinafter referred to as the "Richard Morrell Trust" or "Supplying Party", and **David Paul Morrell and Karen Morrell, Trustees of the Morrell Family Trust U/A/D August 3, 2009** hereinafter referred to as "David & Karen Morrell Trust" or "Supplied Party":

RECITALS:

THAT WHEREAS, Richard Morrell Trust is now the owner of property known as 8282 S State Road, Spanish Fork, UT 84660 having a Tax ID: 25-068-0175, hereinafter as "Parcel 1", located in the County of Utah, State of Utah, which property is more fully described as follows, to wit as Exhibit "A" and

WHEREAS, David & Karen Morrell Trust is the owner of parcel adjacent and north to Parcel 1, having a Tax ID: 25-068-0173, hereafter referred to collectively as "Parcel 2", located in the County of Utah, State of Utah, which property is more fully described as follows, to wit as Exhibit "B" and

WHEREAS, there is a well located upon Parcel 1 (Well ID #29324 as registered with the Utah Division of Water Rights that diverts water for domestic use under Water Right #51-5554 owned 100% by the Richard Morrell Trust and under Water Right #51-5556 owned 100% by David & Karen Morrell Trust), together with water distribution facilities, hereinafter referred to as "water distribution system", for the purpose of supplying water to the properties connected to the said water distribution system; and

WHEREAS, the undersigned Parties have been jointly using the well pursuant to oral agreements and understandings between themselves and predecessors; and

WHEREAS, it is the intention and purpose of the undersigned Parties that the well and water distribution system shall be used and operated to provide an adequate supply of water for each of the properties connected thereto and to assure the continuous and satisfactory operation and maintenance of the well and water distribution system for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

SO THEREFORE, the Parties hereto desire to enter this Agreement for the purpose of reducing to writing their respective rights and obligations pertaining to said well and water distribution system.

AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants herein contained, it is agreed that the well and water distribution system situated on Parcel 1 shall be used by the Parties to this Agreement, as well as by all future owners and occupants of said parcels, upon the following terms and conditions:

1. *Use of Well.* That until this Agreement is terminated, as hereinafter provided, the Parties hereto, their heirs, successors and assigns, for the exclusive benefit of the respective parcels of real estate, are hereby granted the right in common with the other Parties to this Agreement, to draw water from the well appropriate amounts for the following uses:
 - a. Parcel 1 shall be entitled to draw upon the well for domestic and culinary uses
 - b. Parcel 2 shall be entitled to draw upon the well for domestic and culinary uses
2. *Reimbursement for Expenses.* Richard Morrell Trust & David & Karen Morrell Trust, or their successors, shall continue to each pay fifty percent (50%) of electrical costs incurred for operation of the pumping equipment of the well.
3. *Repairs & Maintenance.* Repairs or Maintenance to the well shall not be undertaken without obtaining consent of the other party prior to beginning such repairs or maintenance, except in emergency situations. In the event that the Parties cannot agree regarding the said expenditures, an arbitrator shall be chosen by the Parties and its decision shall be definitive.

In the event of an emergency and before making emergency repairs exceeding Five Hundred Dollars (\$500.00), the party seeking to make the repairs must make all reasonable efforts to contact the other party and obtain consent. An emergency situation shall be defined as the failure of any shared portion of the system to deliver water upon demand, or any other situation where issues with the well could cause imminent damage to property or life.

In the event that repairs or improvements are undertaken in an emergency, consented to, or determined to be necessary, each party shall equally share in the cost.

Repairs necessitated by the actions of one party, or its guests, will be paid for by such party. Non-emergency maintenance or repairs undertaken by one party unilaterally, without the consent of the other party, shall be borne entirely by such party.

4. *Negligence, Wrongful Acts, or Omissions.* Each party agrees to promptly repair, maintain, and replace water piping serving their respective parcels, if necessary. Each party will be responsible for the costs of replacing such on their respective parcels, provided that such costs are not necessitated due to the negligence, wrongful act, or omission by the other party.

5. *Grant of Easement.* The Richard Morrell Trust does hereby grant to David Morrell Trust, their heirs, successors and assigns, an easement over, across and through Parcel 1 as legally described below, for access to well & maintenance of water pipes, pumping equipment, mains, electrical wiring and conduit consistent with the purposes of this Agreement:

Beginning at a point which lies North 89°24'10" East 775.16 feet along the Section Line and South 1894.09 feet from the North ¼ Corner of Section 36, Township 8 South, Range 2 East, Salt Lake Base and Meridian; and Running Thence North 85°46'10" East 79.49 feet; thence South 4°13'50" East 20.00 feet; thence South 85°46'10" West 76.49 feet; thence North 12°44 '47" West 20.22 feet to the point of beginning.

No Party may install landscaping or improvements that will impair the use of said easement.

6. *Exclusivity.* Only those parcels of real estate hereinabove described shall be permitted to receive water from said well and pumping equipment; and each of the Parties hereto does hereby covenant and agree that they will not allow or permit other persons, other than household guests, to take, draw, use or receive water from the well, nor permit other persons to connect to the pipes or mains serving their respective parcel.
 7. *Water Sampling.* The undersigned Parties shall permit periodic well water sampling and testing by a responsible authority at the request of an undersigned Party, mortgagee or the United States of America, Rural Housing Services.
 8. *Covenants to Run with the Land.* The benefits and burdens of this Agreement shall constitute a covenant running with the parcels of land herein described and shall be binding upon the heirs, successors in title and assigns of the Parties hereto. The term of this Agreement shall be perpetual, except as herein limited.
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9. *Termination.* This Agreement may only be terminated by joint written consent of the Parties, or their successors in interest. Upon termination of this Agreement, the well shall belong to the Supplying Party.

10. *Miscellaneous.*


- a. *Entire Agreement; Amendments.* This Agreement shall constitute the entire agreement between the Parties as to this subject matter, and there are no other or further agreements outstanding not specifically mentioned herein. This Agreement may be amended, altered, supplemented or modified, but only by the written agreement of all the Parties, or their successors in interest, to this Agreement.
- b. *Governing Law and Venue.* This Agreement shall be governed under the laws of the state of Utah, and any action between the parties arising out of the business

relationship contemplated by this Agreement shall be brought in Utah County, Utah.

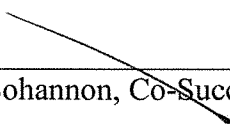
- c. *Attorney's Fees.* If either party is required to bring any action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs incurred in the action.
- d. *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- e. *Severability.* If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement and the remaining provisions of this Agreement shall remain in full force and not be effected.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.

Supplying Party: The Morrell Trust Family Revocable Trust dated January 27, 2009



Richard Morrell, Co-Successor Trustee

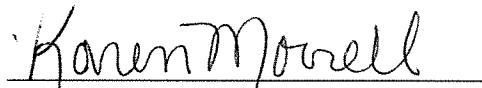


Lora Bohannon, Co-Successor Trustee

Supplied Party: The Morrell Family Trust U/A/D August 3, 2009



David Paul Morrell, Trustee



Karen Morrell, Trustee

NOTARY ACKNOWLEDGEMENTS

State of Utah)
 SS
County of Utah)

Sworn and subscribed before me this ___ day of November, 2019 by Richard Morrell and Lora Bohannon, Co-Successor Trustees of the Morrell Family Trust U/A/D July 27, 2009, and executed this Agreement within full authority of said Trust's governing documents.

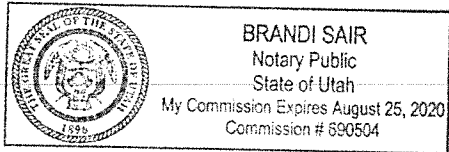
Notary Public
My commission expires: _____

State of Utah)
 SS
County of Utah)

Sworn and subscribed before me this 18th day of November, 2019 by David Paul Morrell and Karen Morrell, Trustees of the Morrell Family Trust U/A/D August 3, 2009, and executed this Agreement within full authority of said Trust's governing documents.

Brandi Sair

Notary Public
My commission expires: 8-25-2020

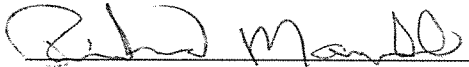


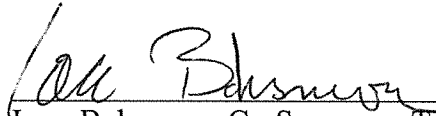
relationship contemplated by this Agreement shall be brought in Utah County, Utah.

- c. *Attorney's Fees.* If either party is required to bring any action to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs incurred in the action.
- d. *Titles and Subtitles.* The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal the day and year first above written.


Supplying Party: The Morrell Trust Family Revocable Trust dated January 27, 2009


 Richard Morrell, Co-Successor Trustee


 Lora Bohannon, Co-Successor Trustee

Supplied Party: The Morrell Family Trust U/A/D August 3, 2009

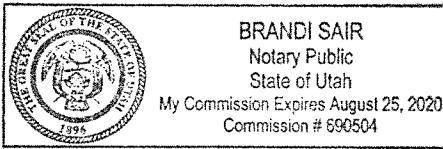

 David Paul Morrell, Trustee


 Karen Morrell, Trustee

NOTARY ACKNOWLEDGEMENTS

State of Utah)
 SS
County of Utah)

Sworn and subscribed before me this 14 day of November, 2019 by Richard Morrell and Lora Bohannon, Co-Successor Trustees of the Morrell Family Trust U/A/D July 27, 2009, and executed this Agreement within full authority of said Trust's governing documents.



Brandi Sair

Notary Public
My commission expires: 8-25-2020

State of Utah)
 SS
County of Utah)

Sworn and subscribed before me this _____ day of November, 2019 by David Paul Morrell and Karen Morrell, Trustees of the Morrell Family Trust U/A/D August 3, 2009, and executed this Agreement within full authority of said Trust's governing documents.

Notary Public
My commission expires: _____

EXHIBIT A

(Richard Morrell Trust)

PARCEL 1 – PROPERTY OF THE SUPPLYING PARTY, legally described tract of land in Utah County, State of Utah, as follows:

BEGINNING AT A POINT WHICH IS NORTH 455.01 FEET AND WEST 666.72 FEET FROM THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 166.30 FEET TO A FENCE LINE; THENCE ALONG FENCE LINE NORTH 0°15'59" WEST 538.64 FEET TO THE SOUTH LINE OF 700 SOUTH STREET; THENCE ALONG SAID STREET NORTH 89°44'01" EAST 165.25 FEET; THENCE ALONG A FENCE SOUTH 0°22'40" EAST 538.64 FEET TO THE POINT OF BEGINNING.

TAX ID: 13-027-0111

EXHIBIT B
(Morrell)

PARCEL 2 – PROPERTY OF THE SUPPLIED PARTY, legally described tract of land in Utah County, State of Utah, as follows:

Tax ID: 13-027-0112

Commencing at a point located North 224.89 feet and West 665.21 feet from the Southeast corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°44'1" West 151.35 feet; thence North 0°15'59" West 230.82 feet; thence East 150.9 feet; thence South 0°22'41" East 230.12 feet to the point of beginning.

Tax ID: 13-027-0113

Commencing at a point located South 337.82 feet and West 829.34 feet from the Southeast corner of Section 18, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 0°15'59" West 792.83 feet; thence East 15.4 feet; thence South 0°15'59" East 230.84 feet; thence North 89°44'1" East 151.35 feet; thence South 0°22'41" East 183.29 feet; thence South 73°29'54" West .01 feet; thence South 0°22'40" East 353.1 feet; thence South 88°54'0" West 13.07 feet; thence South 26.34 feet; thence North 89°53'50" West 154.6 feet to the point of beginning.