

**AFTER RECORDING, RETURN TO**

**01193196 B: 2751 P: 1513**

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SPB Group, LLC  
445 East 200 South Suite 130  
Salt Lake City, Utah 84111

Page 1 of 6  
Rhonda Francis Summit County Recorder  
08/03/2022 02:47:08 PM Fee \$40.00  
By COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Electronically Recorded

*CTIA # 152397. WHP*

SPACE ABOVE THIS LINE FOR USE BY THE RECORDER

Affecting Parcels Nos. OT-3-B-LLA-B  
OT-3-B-LLA-D

**WATER FACILITIES, WELL, POWERLINE FACILITIES EASEMENT  
AND COST SHARING AGREEMENT**

THIS WATER FACILITIES, WELL, POWERLINE EASEMENT AND COST SHARING AGREEMENT (the "**Agreement**") is made as of *July 2*, 2022 by and between Deer Meadows Ranch, LLC, a Utah limited liability company ("**Deer Meadows**"), and LW Trust ("**LW**"). The foregoing are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS**

A. Deer Meadows is the owner of that certain real property located in Summit County, State of Utah (the "**Deer Meadows Property**"), which is more particularly described as:

A tract of Land being part of Section 16 and Section 21 of Township 1 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing matching the Utah North State Plane Coordinate Zone (NAD83) described as follows:

Beginning at a point which is South 89° 31' 24" East 1162.34 feet along the Section Line and North 1527.92 feet from the North 1/4 Corner of Section 21, T1S, R6E, SLB&M (said point being on the right of way line of Weber Canyon Road) and running thence South 07°41'53" East 188.93 feet; thence North 89°59'00" East 202.54 feet; thence North 12°23'45" West 118.64 feet; thence North 77°09'15" East 20.00 feet more or less to Parcel OT-3-C; thence South 12°50'45" East 79.80 feet along said parcel; thence South 11°34'08" East 43.39 feet along said parcel; thence North 89°59'00" East 175.97 feet along said feet; thence North 05°48'42" West 349.38 feet along said parcel more or less to Weber Canyon Road; thence North 77°53'28" East 71.78 feet; thence North 87°11'49" East 146.15 feet; thence South 00°19'52" East 369.79 feet; thence South 12°39'24" East 206.95 feet; thence South 11°14'30" East 394.37 feet; thence South 12°01'23" East 539.41 feet; thence South 11°31'06" East 288.95 feet; thence South 08°31'40" East 465.76 feet; thence South 11°14'18" East 756.30 feet; thence South 09°25'46" East 61.75 feet; thence South 78°55'21" West 709.93 feet; thence North 06°54'45" West 434.20 feet; thence North 34°54'12" East 160.30 feet; thence North 11°21'35" West 825.00 feet; thence South 78°38'25" West 538.64 feet; thence North 11°07'15" West 1000.00 feet; thence North 10°33'37" West 183.77 feet; thence North 13°50'37" West 104.61 feet; thence North 55°29'28" East 314.25 feet; thence North 34°12'07" West 119.47 feet more or less to Weber Canyon road; thence North 57°18'12" East 334.54 feet along said road to the POINT OF BEGINNING; said described tract containing 57.86 Acres, more or less.

Parcel No. OT-3-B-LLA-B

B. LW is the owner of that certain real property located in Summit County, State of Utah (the “**LW Property**”), and more particularly described as:

A tract of Land being part of the Northeast 1/4 of Section 21, Township 1 South, Range 6 East, Salt Lake Base and Meridian and having a Basis of Bearing matching the Utah North State Plane Coordinate Zone (NAD83) described as follows:

Beginning at a point which is South 89° 31' 24" East 1591.74 feet along the Section Line and South 1454.78 feet from the North 1/4 Corner of Section 21, T1S, R6E, SLB&M and running thence North 78°55'21" East 709.93 feet more or less to Parcel OT-255-B; thence South 09°25'46" East 302.12 feet more or less to Parcel OT-257; the next (4) courses are along said Parcel, thence South 42°49'38" West 198.41 feet; thence South 44°40'13" West 90.59 feet; thence South 45°53'44" West 73.23 feet; thence South 45°53'44" West 337.27 feet; thence North 21°50'56" West 667.03 feet; thence North 06° 54' 45" West 38.43 feet to the POINT OF BEGINNING; said described tract containing 7.76 Acres, more or less.

Parcel No. OT-3-B-LLA-D

C. The Deer Meadows Property and LW Property (collectively the “**Parcels**”) are adjoining properties located in Oakley City, Summit County, State of Utah.

D. The Parties desire through this Agreement to have Deer Meadows grant to LW a perpetual easement over the Deer Meadows Property for purposes of maintaining certain water facilities and powerline facilities to be constructed, in part, for the benefit of the LW Property, which includes waterlines and associated transmission and distribution infrastructure and powerline conduit and associated transmission infrastructure which, in part, lead from Deer Meadows’s water well and power transformer next to Deer Meadows’s water well and traverse across the Deer Meadows Property to the LW Property for culinary and irrigation uses and domestic power uses on the LW Property. Attached and incorporated herein for all purposes as **Exhibit A** is a site plan depicting the approximate location of these waterlines and powerline facilities as they originate on the Deer Meadows Property and traverse the Deer Meadows Property along a road to the LW Property. **Exhibit A** is intended to provide a general estimation of the location of these lines and the easement area in the depicted road but does not limit or expand the rights granted below.

### **AGREEMENT AND EASEMENT GRANT AND COST SHARING**

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easement.** Deer Meadows hereby grants to LW a permanent easement over, under, across and through the Deer Meadows Property for the purposes of allowing LW to maintain certain waterline facilities and powerline facilities to be constructed for the benefit of the

LW Property, which includes water transmission and distribution lines and associated facilities and powerline conduit and associated transmission infrastructure which lead from Deer Meadows's water well and power transformer next to Deer Meadows's water well as depicted on **Exhibit A** and traverse Deer Meadow's Property along the depicted road including an area five (5) feet wide running the parallel length of the depicted road on the south or east side, as applicable, of the depicted road (the "Easement Area") to LW's Property for culinary and irrigations uses and domestic power uses (the "**Water Facilities and Powerline Facilities**"). For purposes of clarity, nothing in this grant of easement or other provisions of this Agreement grants, transfers or conveys any ownership interest in the Deer Meadows water well or power transformer(s) as depicted on attached **Exhibit A** incorporated herein for all purposes.

2. **Use of Easement Area.** LW agrees that Deer Meadows remains the owner of the property on, over and through which the easement granted hereby is located, and that Deer Meadows may use, improve or modify the Deer Meadows Property, or construct improvements near the Water Facilities and Powerline Facilities, so long as such improvements, modifications or uses do not interfere with the purposes of the easement granted hereby, or increase the cost to LW of maintenance as defined in section 3 hereof, including the need for LW to maintain and reconstruct the Water and Powerline Facilities described herein.

3. **Cost Sharing for Maintenance of Improvements.** The Parties agree that certain costs related to the ongoing maintenance of the Waterline Facilities and Powerline Facilities and associated improvements shall be shared based on a pro-rata use and benefit basis (the "Pro-rata Split"). The Parties acknowledge that they have entered into a separate Shared Well Agreement regarding the use and cost sharing for the Deer Meadows water well. The parties hereto further acknowledge and agree that LW has paid its share of the construction costs of the Water and Powerline Facilities pursuant to a separate agreement by the Parties. The Pro-rata Split share costs associated with the ongoing maintenance of the Water Facilities and Powerline Facilities shall be allocated as follows:

- (a) Traversing from the power transformer owned and located on that certain Deer Meadows Parcel No. OT-6 and CD-258 next to the Deer Meadows event barn along the road from the event barn to the Deer Meadows water well and power transformer next to the Deer Meadows water well as all depicted on **Exhibit A**, Deer Meadows Pro-rata Split cost share shall be one hundred per cent (100%) of the cost of the power transformer by the event barn and the Powerline Facilities to the Deer Meadows water well; and the LW Pro-rata Split cost share shall be zero per cent (0%) of the cost of the power transformer by the well and the Powerline Facilities to the Deer Meadows water well.
- (b) Deer Meadows's Pro-rata Split cost share shall be eighty per cent (80%) of the cost of the power transformer next to the Deer Meadows water well; and the LW Pro-rata Split cost share shall be twenty per cent (20%) of the cost of the power transformer next to the Deer Meadows water well.
- (c) Traversing from the power transformer owned and located on the Deer Meadows Property next to the Deer Meadows water well along the road to the LW Property as depicted on **Exhibit A**, LW's Pro-rata Split cost share of the

Waterline Facilities and Powerline Facilities shall be one hundred per cent (100%).

4. **Maintenance.** The Parties agree that they shall be responsible for all costs associated with operating, maintaining, repairing and replacing the Water Facilities and Powerline Facilities based on the Pro-rata Split share allocations set forth in section 3 hereof. However, LW shall be solely responsible for any and all reasonable costs associated with restoring the Deer Meadows Property to the condition in which it existed, as near as reasonably possible, prior to the date on which LW might in the future undertake to maintain, repair, or replace such Water Facilities and Powerline Facilities. Despite the foregoing provision, the Parties shall be responsible to repair any damage to the other's property caused by them.

5. **Running of Easement with the Land.** The easement granted hereby and the associated terms and provisions of this Agreement shall touch, concern, and run with the Parcels, and are binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

6. **Amendments.** This Agreement may be amended only by recording, in the office of the Recorder of Summit County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the Parcels.

7. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. The Parties agree that there are no other agreements except those referenced herein that exist between them as of the date hereof.

9. **Enforcement.** Any and all suits for any and every breach of this Agreement and/or arising out of or relating to the transactions contemplated by this Agreement may be instituted and maintained only in the courts of the Fourth Judicial District, Summit County, State of Utah, and the Parties hereby consent to the exclusive jurisdiction of said courts. If any provision of this Agreement is held to be invalid, illegal, or incapable of being enforced by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect, and no covenant or provision shall be deemed to be dependent upon any other covenant or provision.

10. **Attorney Fees.** In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive its costs and attorney fees.

11. **Construction.** This Agreement shall be construed in accordance with the laws of the State of Utah and both Parties shall be considered the drafters of this Agreement.

*[Signatures and Notary on following page]*

IN WITNESS WHEREOF, the undersigned parties have created this Agreement effective as of the date first written above.

**DEER MEADOWS RANCH, LLC**

By [Signature]  
Steve Smith, Managing Member

**LW TRUST**

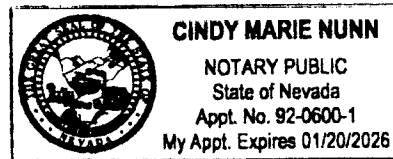
By [Signature]  
Lynn Wardley, Trustee

Nevada  
STATE OF ~~UTAH~~ )

COUNTY OF Clark )

On Aug 2<sup>nd</sup>, 2022, personally appeared before me, Lynn Wardley, as Trustee of the LW Trust, who duly acknowledged to me that he/she had executed this Agreement.

[Signature]  
NOTARY  
SEAL:



STATE OF UTAH )  
: SS  
COUNTY OF Salt Lake )

On July 26, 2022, personally appeared before me, Steve Smith as Managing Member of Deer Meadows Ranch LLC, a Utah limited liability company, who duly acknowledged to me that he/she had executed this Agreement.

[Signature]  
NOTARY  
SEAL:

