

20175

JOINT USE WELL AGREEMENT

We, the undersigned, enter into this Joint Use Well Agreement pertaining to a well located on property in Utah County and more particularly described as follows:

A Seven (7) foot wide easement and right-of-way for installation and maintenance of a well pump facility and water line along the Easterly boundary of the following described property adjacent to the Utah County Road:

Beginning at a point in a fence line said point being South 0°03'44" East 550.33 feet and South 0°28'03" East 282.51 feet more or less from the Northwest corner of Section 18, Township 9 South, Range 3 East, Salt Lake Base and Meridian; thence North 89°31'57" East 239.20 feet to fence line on the West side of a County Road, thence South 14°26'55" East along said fence 224.13 feet to a fence corner on the West side of said County Road, thence South 89°31'57" West along a fence 293.35 feet to a fence corner, thence North 0°28'03" West along a fence 217.49 feet to the point of beginning  
Area 1.33 Acres (State Coordinate Bearings, Central Zone)

It is understood and agreed that the above described property is owned by Kent A. Burton and Ann W. Burton and the well situated thereon is owned by Lawrence Reed Olsen and Vee Ann J. Olsen. It is further understood and agreed that this agreement does not convey any water rights from any party to the other and each party hereto is to secure or have for himself a culinary water permit for .015 CFS Water for the domestic use of one family. This agreement only provides for the right to draw water under said permit from the well.

It is understood and agreed that the undersigned parties and their successors in interest shall have an easement to enter upon the above described property and establish water lines from the well situated thereon for the purpose of drawing water from said well. It is further agreed that no more than four (4) single family dwellings shall draw water from the well.

It is understood by the parties that the existing pump is probably adequate for four (4) families. However, in the event the three-horse power pump now installed shall not be adequate to provide essential pressure and water capacity to the four (4) families, then Richard Olsen and Kim Carlson Olsen agree to put in and exchange said pump for a five-horse power pump at their sole installation cost and installation expense. The maintenance of the existing pump shall be shared one-fourth (1/4) by each of the four (4) families which are signatories to this agreement. In the event Richard Olsen and Kim Carlson Olsen are required to and do put in a five-horse power pump, after installation the cost of maintenance shall be share one-fourth (1/4) by each four (4) families.

In the event any of the parties hereto fail to pay their proportionate share of the costs of maintenance of pumping water from the well within thirty (30) days after the submission of a request to pay the same, said party shall be obligated to pay such amounts together with interest thereon at the rate of one and one-half percent (1 1/2%) per month until said amount is paid. Said interest to be payable to the remaining three (3) parties of this agreement.

In the event of default in the agreement by any party, the defaulting party agrees to pay all costs of enforcement of this agreement or of any right arising out of the breach thereof including a reasonable attorney's fee.

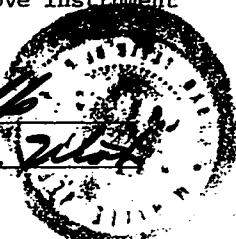
This agreement shall be binding upon the parties hereto, their heirs, administrators, executors and assigns.

<u>Lawrence Reed Olsen</u>	<u>Kent A. Burton</u>
<u>Lee Ann Olsen</u>	<u>Angie W. Burton</u>
<u>Daniel Olsen</u>	<u>Richard D. Olsen</u>
<u>Barbara Olsen</u>	<u>Vin Olsen</u>

STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH )

On the 10 day of May, 1979, personally appeared before me, a Notary Public in and for the State of Utah, Lawrence Reed Olsen and VeeAnn J. Olsen, two of the signers of the above instrument who duly acknowledged to me that they executed the same.

M. Doyle Jeff  
Notary Public  
Residing at Provo, Utah




My Commission Expires:

Nov 13, 1981

STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH )

On the 10<sup>th</sup> day of May, 1979, personally appeared before me, a Notary Public in and for the State of Utah, David Stewart Olsen and Barbara Ann Olsen, two of the signers of the above instrument who duly acknowledged to me that they executed the same.

M. Doyle Jeff  
Notary Public  
Residing at Provo, Utah



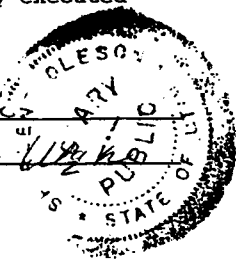
My Commission Expires:

Nov 13, 1981

STATE OF UTAH )  
                  : ss  
COUNTY OF UTAH )

On the 10<sup>th</sup> day of May, 1979, personally appeared before me, Kent A. Burton and Ann W. Burton, two of the signers of the above instrument who duly acknowledged to me that they executed the same.

Shirlene Olson  
Notary Public  
Residing at Oram, Utah



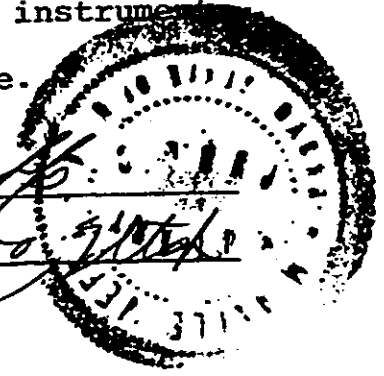
My Commission Expires:

10-16-82

STATE OF UTAH )  
                  : SS  
COUNTY OF UTAH )

On the 23<sup>rd</sup> day of May, 1979, personally appeared before me, a Notary Public in and for the State of Utah, Richard Olsen and Kim Carlson Olsen, two of the signers of the above instrument who duly acknowledged to me that they executed the same.

M. Doyle Jeff  
Notary Public  
Residing at Provo, Utah



My Commission Expires:

Nov 12, 1979

20175

RECORDED AT THE REQUEST OF  
Jeffrey Jeff

1979 MAY 25 AM 10:46

NINA P. REED  
UTAH COUNTY CLERK  
DEPUTY COUNTY CLERK  
PR. ABS. IND. 2:00

90 St. 100 E.  
Provo, Utah