



**AGREEMENT FOR JOINT OWNERSHIP OF WELL AND
GRANT OF EASEMENT**

THIS AGREEMENT, made between and entered into this 6th day of February 2023

by and between Lowe Properties LLC + Matthew Lowe, Owners of Lot 301, hereinafter referred to as Parties of the First Part, and Matthew Lowe Owners of Lot 302, hereinafter referred to as Parties of the Second Part, and Matthe Lowe, Owners of Lot 303, hereinafter referred to as Parties of the Third Part,

RECITALS: 21-175-0001, 21-175-0002, 21-175-0003

- 1) The Parties of the First Part own and hold title to the following described real property located in Weber County, State of Utah, to-wit;
Lot 301 Sunshine Valley

- 2) The parties of the Second Part own and hold title to the following described real property located in Weber County, State of Utah, to-wit;
Lot 302 Sunshine Valley

- 3) The parties of the Third Part own and hold title to the following described real property located in Weber County, State of Utah, to-wit;
Lot 303 Sunshine Valley

- 4) Residences are located on each of the above described parcels, the culinary water supply for which originates in a well located on the real property owned by the Parties of the Third Part.
- 5) The Parties here-to desire to set forth in writing their agreement regarding the joint usage of said well and provide for easements for pipelines running from said well to their respective residences.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

- a. The Parties agree that the culinary well located at: Lot 303

- b. The Parties acknowledge and agree that an electrical meter will be installed at the well site, which meters the total electrical usage by the Parties and that individual water meters will be installed on each Parties' water line, which meter water flow. The Parties agree to pay their proportionate share of all electrical charges on a monthly basis, based on the ratio of each Parties water flow for the period of usage to the total flow. It is further agreed that First Parties shall carry, the electrical account for the water in their names and shall bill the other Party for their proportionate share thereof on a monthly basis.

- c. The Parties agree that all costs connected with the operation and maintenance of the well, pump and related equipment, except electrical usage, shall be borne equally by the Parties and that all decisions pertaining to the operation and maintenance of the well shall be made by the majority vote of the Parties in interest.

- d. The Parties acknowledge and agree that as a condition precedent to the use of the well, each Party will maintain a rental agreement with the Weber Basin Water Conservancy District for one-acre foot of water per year, together with the right to divert said quantity of water at the above described well.

- e. Parties of the Third Part hereby grant, convey, transfer and deliver unto the Parties of the First Part, and the Parties of the Second Part, over and across the real property owned by Parties of the Third Part, as above described, a permanent easement for purposes of installation, maintenance and repair of a water line running from the well site located at a point:
GPS Location: N-41Degrees 15 '05.2" W-111 Degrees 43'25.7"

On the Third Parties said real property, to the residences or other places of usage on the real properties owned by the parties of the First Part, and by Parties of the Second Part, as hereinabove described.

- 6) This agreement shall become binding upon and inure to the benefit of the Parties hereto, their heirs, successors, and assigns and is intended to create a covenant which will run with the respective parcels of real property hereinabove described.

IN WITNESS WHEREOF, the Parties have signed their names the day and year first above written.

FIRST PARTIES

John E. Lowe
Matt Lowe Matt L

SECOND PARTIES

Matt L

THIRD PARTIES

Matt L

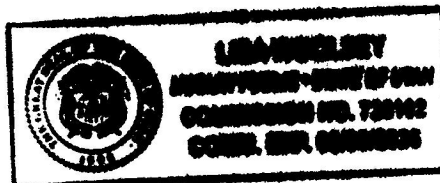
State of Utah)
) ss.
County of Weber

On the 10th day of Feb, ~~19~~ 2023, personally appeared before me John Lowe and Matt Lowe, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Lisa Woobey
Notary Public

Residing at 223 W. 1550 S. Morgan, UT 84050

My commission expires: 8/8/26



Comm. # 702964
726102

State of Utah)
) ss.

County of Weber

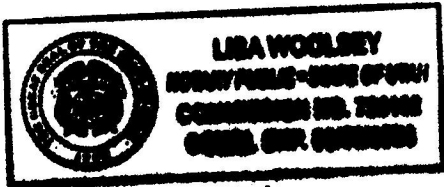
On the 10th day of Feb, 192023, personally appeared before me John Lowe and Matt Lowe, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Jessie Woolsey

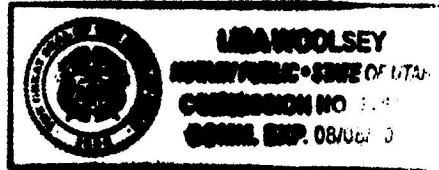
Notary Public

Residing at 223 W. 1550 S. Morgan, UT 84050

My commission expires: 8/8/26



Comm # 762264
726102



Comm # 762264
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State of Utah)
) ss.

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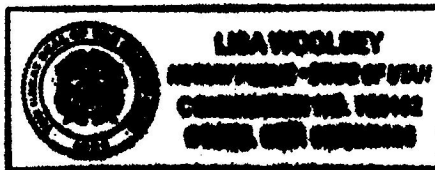
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