

WHEN RECORDED RETURN TO:
Grant Macfarlane
P. O. Box 616
Coalville, UT 84017

**LANDOWNERS SETTLEMENT AGREEMENT
ARISING OUT OF DIVISION OF LOT 2,
SECTION 16, T1S, R6E, SLB&M**

2168328

THIS AGREEMENT, made this 13 day of December, 2004, between **LEONE J. LEWIS** (formerly known as Leone J. Northam Drysdale), individually and as Trustee for the Leone J. Lewis Trust, dated May 30, 2003, a resident of Coalville, Summit County, Utah, (herein "Lewis") and **LEE N. JOHNSON and SUSAN S. JOHNSON**, his wife, (collectively "the Johnsons"), residents of Oakley, Utah,

WITNESSETH:

Recitals. Leone J. Lewis and Lee N. Johnson are brother and sister and are each owners of contiguous parcels of real property, once held in common ownership by their parents. The division of the property and related water rights have given rise to certain legal issues which the parties have agreed to settle as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto and other valuable considerations, it is agreed as follows:

1. Description of Properties. The properties are located in Oakley, Summit County, Utah and more particularly described as follows:

Property Owned by Leone J. Lewis (herein "The Lewis Parcel").

The West half of Lot 2, Section 16, T2S, R6E, SLB&M

Property Owned by The Johnsons (herein "The Johnson Parcel").

The East half of Lot 2, Section 16, T2S, R6E, SLB&M

2. Water Rights. Right No. 35-8610, also known as the "GA Johnson Ditch" and "Spring Creek" was conveyed to Lewis with title to the Lewis Parcel. This right shows a flow of .06 cfs for the irrigation of 1.5 acres (4.5 acre feet). This right shall be and is hereby divided equally between the parties with one-half to go to the Johnsons for use with the Johnson Parcel and one-half to go to Lewis for use with the Lewis Parcel (Exhibit "A").

Right No. 35-8609, known as "Whites Creek" was conveyed to the Johnsons with the Johnson Parcel. This right shows a flow of .18 cfs for the irrigation of 4.5 acres (13.5 acre feet). One-third of this right (4.5 acre feet) shall be and is hereby conveyed to Lewis for use with the Lewis Parcel and two-thirds of this right (9 acre feet) shall be and is hereby conveyed to the Johnsons for use with the Johnson Parcel (Exhibit "B").

3. Irrigation Easements – Water Assessments – Maintenance of Facilities.
Lewis shall convey to the Johnsons non-exclusive easements over and across the Lewis

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ALAN SPRIGGS, SUMMIT CO RECORDER
2004 DEC 15 16:43 PM FEE \$38.00 BY GGB
REQUEST: EQUITY TITLE
BK1666 PG2008

OT-3-C
OT-3

Parcel for the maintenance, repair and replacement of the existing water line, pressure tank and related facilities which are required to deliver Spring Creek water to the Johnson Parcel (Exhibit "E"). The Johnsons will convey to Lewis an easement across the Johnson Parcel for the existing pipeline which presently delivers Whites Creek water to the Lewis Parcel (Exhibit "D"). Each of these easements shall be non-exclusive and shall be appurtenant to the respective parcels which they serve. The easements shall include the right to the use of existing pipelines and related facilities located within the easements. Kent Wilde of Wilde Land Surveying, Inc. has prepared a survey plat and legal descriptions for the easements. One-half of the survey expense relating to the easements shall be paid by Lewis and one-half by the Johnsons. Water assessments against the Spring Creek water shall be paid one-half by each party. Water assessments against the Whites Creek water shall be paid one-third by Lewis and two-thirds by the Johnsons. Expenses incurred for maintenance, repair and replacement of water lines and related facilities shall be paid one-half by each party with respect to the Spring Creek water and one-third by Lewis and two-thirds by The Johnsons with respect to the Whites Creek water. The benefits and burdens of the easements and of the cost sharing agreements set forth herein shall be deemed appurtenant to the respective properties and shall be binding upon and enure to the benefit of the parties hereto and their successors in interest in the ownership of the properties. In the event there shall arise any differences between the parties and/or their successors in interest with respect to proportionate entitlement to use of the respective irrigation waters, then such valves and/or other appurtenances as shall be required shall be installed at the common expense of the parties and the parties shall take turns in the use of the waters so as to assure that each receives his/her share of such waters.

4. **Existing Roadway Access Across the Johnson Property.** Historic access to the residence located on the Lewis Parcel has been by way of a roadway over and across the Johnson Parcel. The centerline of said roadway is described as follows:

BEGINNING at a point which is South 892.04 feet and East 1639.77 feet from the Northwest corner of the Southeast $\frac{1}{4}$ of Section 16, Township 1 South, Range 6 East, Salt Lake Base and Meridian (said point being on the Northerly right of way line of Weber Canyon Road) and running thence N $00^{\circ}36'31''$ E 31.55 feet; thence along the arc of a curve to the left 33.03 feet (radius 20.00', long chord bearing N $46^{\circ}41'50''$ W $29.40'$); thence S $85^{\circ}59'49''$ W 98.03 feet to the Easterly line of Leone J. Northam Drysdale property.

Lewis shall relinquish this roadway access by Quit Claim to the Johnsons (Exhibit "C").

5. **Easements for Spring Creek and the G.A. Johnson Ditch.** There are existing easements for the maintenance of a spring known as "Spring Creek"; for roadway access to said spring and for a ditch and pipeline, known as the "G.A. Johnson Ditch", which are located in the Maple Ridge Ranches Subdivision, which is located in the Northeast quarter of Section 16, Township 1 South, Range 6 East. Said easements are standing in the names of the Johnsons and are particularly shown within Lots 19, 20, 33 and 34 of the Maple Ridge Ranches, Eagle Cloud Neighborhood, Final Subdivision Plat (Sheet 3 of 6) in accordance with the plat thereof on file in the office of the Summit

County Recorder. The Johnson shall and do hereby convey to Lewis a perpetual non-exclusive right to the use of said easements (Exhibit "F"). The parties shall share equally in the expense of maintenance, repair and replacement of the said roadway easement, spring easement and ditch and pipeline easement.

6. Culinary Water Service to the Johnson Parcel. The existing Oakley Culinary Water Service serves a home located on the Lewis Parcel. The Johnsons reside in a home which has been placed on the Johnson Parcel. Water service to the Johnson home is provided by a tap located on the main water service to the home on the Lewis Parcel. The Johnsons agree, at their expense, to install on the Johnson Parcel a separate water service with meter attached to the Oakley City Main Culinary water line. This service shall be entirely independent of the existing service to the Lewis Parcel. After execution and delivery of this Agreement, Lewis or her successor in interest may install a valve in the line to the Johnson Parcel so as to control delivery of water to the Johnson Parcel. There will be a temporary interruption of water service to both properties if and when that valve is installed. The Johnsons agree that the culinary water line which serves the Johnson Parcel shall be capped at such time as the Johnsons shall install their own independent water service, provided, however, that in the event the new water service has not been installed by July 4, 2005, then Lewis, or her successor in interest in ownership of the Lewis Parcel, may close the valve in the line to the Johnson Parcel and cap the line, without any liability to the owner of the Johnson Parcel. So long as culinary water service to both the Lewis Parcel and the Johnson Parcel shall be through the water meter on the Lewis Parcel, and the home on the Lewis Parcel is unoccupied, then the owner of the Johnson Parcel shall pay the entire amount of the water bill, and the owner of the Johnson Parcel shall pay all amounts in excess of the minimum month charge, provided, however, that in the event the dwellings on both parcels shall be physically occupied by the owners or tenants of the owners, then the water bill shall be paid one-half by the owner of the Lewis Parcel and one-half by the owner of the Johnson Parcel.

7. Livestock Grazing. Each party acknowledges that he/she has no right to graze livestock on the property of the other. Any livestock owned by one party (or such party's lessee) which is now or hereafter located on the property of the other, shall be removed within five (5) days of written notice requesting removal, and in any event, no later than December 15, 2004.

8. Enforcement. In the event a legal action be commenced to interpret or to enforce this agreement, then the prevailing party in such action shall be entitled to recover his reasonable attorney's fees and costs."

9. General Provisions. In order to carry out and effectuate the terms of this Agreement, the parties have and do hereby agree to execute and deliver deeds in the forms of Exhibits "A", "B", "C", "D", "E" and "F", attached hereto and by reference made a part hereof. The parties agree to execute such other and further documents as shall be reasonably required to carry out and effectuate the terms of this Agreement. Except as provided for and reserved in this Agreement, each party releases any and all claims to the property owned by the other. This document may be recorded in the office of the Summit County Recorder at the request of either party.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

LEWIS:

Leone J. Lewis (Formerly Leone J. Northam Drysdale), Individually and as Trustee of the Leone J. Lewis Trust
Dated May 30, 2003

By [Signature]
Leone J. Lewis

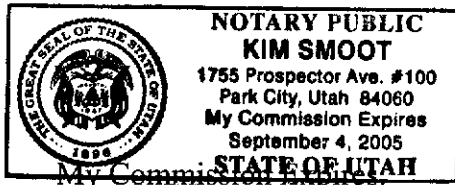
JOHNSON:

[Signature]
Lee N. Johnson

[Signature]
Susan S. Johnson

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

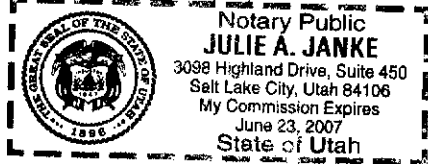
The foregoing instrument was acknowledged before me this 13 day of December, 2004, by LEONE J. LEWIS.



[Signature]
NOTARY PUBLIC
Residing at: Park City UT

STATE OF UTAH)
: ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 9th day of December, 2004, by LEE N. JOHNSON and SUSAN S. JOHNSON, his wife.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
06/23/07

EXHIBIT "A"
WATER DEED

For valuable consideration, receipt whereof is hereby acknowledged, **LEONE J. LEWIS**, formerly known as Leone J. Northam Drysdale, individually, and as Trustee for the Leone J. Lewis Trust, dated May 30, 2003, a resident of Coalville, Summit County, Utah (herein "Grantor") hereby **QUIT CLAIMS** to **LEE N. JOHNSON and SUSAN S. JOHNSON**, his wife, residents of Oakley, Utah, (herein "Grantees") the following described water rights:

An undivided one-half (50%) interest in Water Right No. 35-8610, also known as the "G. A. Johnson Ditch" or "Spring Creek" to be used with and appurtenant to the East one-half of Lot 2, Section 16, T2S, R6E, SLB&M, Summit County, Utah.

Reserving unto the Grantor an undivided one-half (50%) interest in and to the said Water Right No. 35-8610 to be used with and appurtenant to the West one-half of Lot 2, Section 16, T2S, R6E, SLB&M, Summit County, Utah.

WITNESS, the hand of said grantor, this _____ day of _____, 2004.

GRANTOR:

Leone J. Lewis, formerly known as Leone J. Northam Drysdale, individually, and as Trustee for the Leone J. Lewis Trust, dated 5/30/03,

Leone J. Lewis,

STATE OF UTAH)
 : ss.
County of Summit)

On the _____ day of _____, 2004, personally appeared before me LEONE J. LEWIS, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT "B"

WATER DEED

For valuable consideration, receipt whereof is hereby acknowledged, **LEE N. JOHNSON and SUSAN S. JOHNSON**, his wife, residents of Oakley, Summit County, Utah (herein "Grantors") hereby **QUIT CLAIM** to **LEON J. LEWIS**, Trustee of the Leone J. Lewis Trust dated May 30, 2003, (herein "Grantee"), a resident of Coalville, Utah, the following described water rights:

An undivided one-third (33 1/3%) interest in Water Right No. 35-8609, also known as "Whites Creek", to be used with and appurtenant to the West one-half of Lot 2, Section 16, T2S, R6E, SLB&M, Summit County, Utah.

Reserving unto the Grantors an undivided two-thirds (66 2/3%) interest in said Water Right No. 35-8609, to be used with and appurtenant to the East one-half of Lot 2, Section 16, T2S, R6E, SLB&, Summit County, Utah.

WITNESS, the hand of said grantors, this _____ day of _____, 2004.

GRANTORS:

Lee N. Johnson

Susan S. Johnson

STATE OF UTAH)
 : ss.
County of Summit)

On the _____ day of _____, 2004, personally appeared before me LEE N. JOHNSON and SUSAN S. JOHNSON, his wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

Recorded at Request of EXHIBIT "C"
 at M. Fee Paid \$
 by Dep. Book Page Ref.:
 Mail tax notice to Address

QUIT-CLAIM DEED

LEONE J. LEWIS, formerly known as Leone J. Northam Dastrup, individually, and
 as Trustee of the Leone J. Lewis Trust dated May 30, 2003, ^{grantor}
 of Coalville, County of Summit, State of Utah, hereby
 QUIT-CLAIM S to LEE N. JOHNSON and SUSAN S. JOHNSON, his wife,

of 845 E. Weber Canyon Rd., Oakley, Utah 84055 ^{grantee} for the sum of
 ONE and 00/100 ----- DOLLARS,
 and other good and valuable considerations
 the following described tract of land in Summit County,
 State of Utah:

All right, title and interest of the Grantor in and to a certain
 existing roadway, the centerline of which is described as follows:

BEGINNING at a point which is South 892.04 feet and East 1639.77 feet from
 the Northwest corner of the Southeast ¼ of Section 16, Township 1 South, Range
 6 East, Salt Lake Base and Meridian (said point being on the Northerly right of
 way line of Weber Canyon Road) and running thence N 00°36'31" E 31.55 feet;
 thence along the arc of a curve to the left 33.03 feet (radius 20.00', long chord
 bearing N 46°41'50" W 29.40"); thence S 85°59'49" W 98.03 feet to the Easterly
 line of Leone J. Northam Drysdale property.

RECORDER'S NOTE
 LEGIBILITY OF WRITING, TYPING OR
 PRINTING UNSATISFACTORY IN THIS
 DOCUMENT WHEN RECEIVED.

WITNESS the hand of said grantor, this _____ day of
 2004, A. D.

Signed in the presence of _____

Leone J. Lewis, Formerly Known as
Leone J. Northam Dastrup, Individually,
 and as Trustee of the Leone J. Lewis
 Trust dated May 30, 2003,

 Leone J. Lewis

STATE OF UTAH, }
 County of Summit } ss.

On the _____ day of _____ 2004, A. D.
 personally appeared before me

LEONE J. LEWIS

the signer of the foregoing instrument, who duly acknowledge to me that s he executed the
 same.

Notary Public.

My commission expires _____ Address: _____

EXHIBIT "D"

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

LEE N. JOHNSON and SUSAN S. JOHNSON, his wife, grantors
of Oakley, County of Summit, State of Utah, hereby
QUIT-CLAIM to LEONE J. LEWIS (formerly known as Leone J. Northam Drysdale),
individually and as Trustee for the Leone J. Lewis Trust, dated May 30, 2003,

of P. O. Box 152, Coalville, Utah 84017 grantee
ONE and 00/100 ----- DOLLARS,
and other good and valuable considerations
the following described tract of land in Summit County,
State of Utah:

A perpetual non-exclusive easement for the maintenance, repair and replacement of an existing underground irrigation pipeline and appurtenances thereto, together with the non-exclusive right to the use of said pipeline, which easement shall be appurtenant to Grantees' property described as the West one-half of Lot 2, Section 16, T2S, R6E, SLB&M. The rights herein granted are subject to and in accordance with the terms and conditions set forth in that certain Landowners Settlement Agreement between Grantors and Grantee recorded as Entry No. _____, in Book _____, at Pages _____ of the records of the Summit County Recorder. The easement is described as follows:

A one rod (16 1/2 foot) easement, the centerline of which is described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 950.66 FEET AND EAST 1749.44 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN (SAID POINT BEING ON THE EASTERLY LINE OF THE EAST HALF OF GOVERNMENT LOT NO. 2 OF ABOVE SAID SECTION) AND RUNNING THENCE N 89°37'34" W 46.13 FEET, THENCE S 87°31'27" W 59.13 FEET, THENCE S 84°44'54" W 59.27 FEET, THENCE S 75°12'22" W 53.40 FEET TO THE EASTERLY LINE OF THE WEST HALF OF GOVERNMENT LOT NO. 2 OF ABOVE SAID SECTION.

WITNESS the hand of said grantor, this _____ day of
December, 2004, A. D.

Signed in the presence of

Lee N. Johnson
Susan S. Johnson

STATE OF UTAH, }
County of Summit } ss.

On the _____ day of December, 2004 A. D.
LEE N. JOHNSON and SUSAN S. JOHNSON, his wife,
personally appeared before me

the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

My commission expires _____ Address: _____ Notary Public.

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

LEONE J. LEWIS (formerly known as Leone J. Northam drysdale), individually and as Trustee for the Leone J. Lewis Trust, dated 5/30/03, grantor
of Coalville, County of Summit, State of Utah, hereby
QUIT-CLAIMS to LEE N. JOHNSON and SUSAN S. JOHNSON, his wife,

of 845 E. Weber Canyon Rd., Oakley, Utah 84055 grantees
ONE and 00/100 ----- DOLLARS,
and other good and valuable considerations
the following described tract of land in Summit County,
State of Utah:

A perpetual non-exclusive easement for the maintenance, repair and replacement of an existing underground irrigation system, including pipes, valves, tanks and appurtenances thereto, together with the non-exclusive right to the use of said system as installed and maintained, which easement shall be appurtenant to Grantees' property described as the East one-half of Lot 2, Section 16, T2S, R6E, SLB&M. The rights herein granted are subject to and in accordance with the terms and conditions set forth in that certain Landowners Settlement Agreement between Grantor and Grantees recorded as Entry No. _____, in Book _____, at Pages _____ of the records of the Summit County Recorder. The easement is described as follows:

A one rod (16 1/2 foot) easement, the centerline of which is described as follows:

BEGINNING AT A POINT WHICH IS N 89°51'20" E 1130.19 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASIS & MERIDIAN (SAID POINT BEING ON THE NORTHERLY LINE ON THE SOUTHEAST QUARTER OF ABOVE SAID SECTION 16) AND RUNNING THENCE S 23°08'25" EAST 334.33 FEET; THENCE S 15°31'28" E 135.10 FEET; THENCE S 12°09'28" E 116.44 FEET TO AN UNDERGROUND WATER TANK; THENCE S 12°32'12" E 67.33 FEET; THENCE N 86°22'41" E 92.03 FEET; THENCE N 83°27'09" E 67.55 FEET TO THE WESTERLY LINE OF THE EAST HALF OF GOVERNMENT LOT NO. 2 OF ABOVE SAID SECTION.

WITNESS the hand of said grantor, this _____ day of
December, 2004, A. D.

Signed in the presence of

Leone J. Lewis (Formerly Leone J. Northam Drysdale), Individually and as Trustee of the Leone J. Lewis Trust
Dated May 30, 2003,

Leone J. Lewis

STATE OF UTAH, }
County of Summit } ss.

On the _____ day of December, 2004 A. D.
personally appeared before me

LEONE J. LEWIS

the signer of the foregoing instrument, who duly acknowledge to me that she executed the same.

Notary Public.

My commission expires _____ Address: _____

EXHIBIT "F"

Recorded at Request of _____
at _____ M. Fee Paid \$ _____
by _____ Dep. Book _____ Page _____ Ref.: _____
Mail tax notice to _____ Address _____

QUIT-CLAIM DEED

LEE N. JOHNSON and SUSAN S. JOHNSON, his wife, grantors
of Oakley, County of Summit, State of Utah, hereby
QUIT-CLAIM to LEONE J. LEWIS (formerly known as Leone J. Northam Drysdale),
individually and as Trustee for the Leone J. Lewis Trust, dated May 30, 2003,

of P. O. Box 152, Coalville, Utah 84017 grantee
ONE and 00/100 ----- DOLLARS,
and other good and valuable considerations
the following described tract of land in Summit County,
State of Utah:

Perpetual non-exclusive easements for the maintenance, repair and replacement of a
spring development known as "Spring Creek"; for roadway access to said spring
development from Maple Ridge Trail to the spring site, and for an existing ditch and
underground pipeline extending from the spring site to the North line of the Southeast
quarter of Section 16, T1S, R6E. The aforesaid easements are located across Lots 19, 20,
33 and 34 of the Maple Ridge Ranches Subdivision as shown on the official plat thereof
(Sheet 3 of 6) on file in the office of the Summit County Recorder. The centerline of the
ditch and pipeline easement is more particularly described as follows:

BEGINNING AN THE CENTER OF AN EXISTING SPRING, WHICH IS LOCATED NORTH 1580.90 FEET AND EAST
629.60 FEET FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 1
SOUTH, RANGE 6 EAST, SALT LAKE BASE & MERIDIAN, (SAID POINT ALSO BEING THE CENTERLINE OF AN
EXISTING PIPE LINE) AND RUNNING THENCE S 75°49'26" E 33.66 FEET; THENCE S 13°23'04" E 44.80 FEET TO AN
EXISTING BURIED WATER TANK; THENCE S 22°37'42" E 42.68 FEET; THENCE S 36°42'03" E 63.56 FEET; THENCE S
49°36'06" E 53.34 FEET; THENCE S 01°09'42" W 123.44 FEET; THENCE S 06°55'31" E 159.67 FEET; THENCE S 22°40'08" E
86.07 FEET; THENCE S 17°11'16" E 242.64 FEET; THENCE S 16°46'28" E 36.71 FEET; THENCE S 04°04'23" E 110.86 FEET;
THENCE S 12°53'30" E 127.02 FEET; THENCE S 10°23'55" E 119.10 FEET; THENCE S 30°03'15" E 202.55 FEET; THENCE S
13°06'59" E 159.66 FEET; THENCE S 17°47'35" E 96.62 FEET TO THE NORTHERLY LINE OF THE SOUTHEAST
QUARTER OF SAID SECTION 16.

The rights and easements hereby granted to the Grantee are and shall be appurtenant to
Grantee's property described as the West one-half of Lot 2, Section 16, T2S, R6E,
SLB&M. The Grantors reserve the right to the joint use of the above described
easements as an appurtenance to their property described as the East one-half of Lot 2,
Section 16, T2S, R6E, SLB&M.

WITNESS the hand of said grantor, this _____ day of
December, 2004, A. D.

Signed in the presence of

Lee N. Johnson

Susan S. Johnson

STATE OF UTAH, } ss.
County of Summit

On the _____ day of December, 2004 A. D.

LEE N. JOHNSON and SUSAN S. JOHNSON, his wife,

the signer of the foregoing instrument, who duly acknowledge to me that they executed the
same.

My commission expires _____ Address: _____ Notary Public.
BK1666 PG2017