

**A G R E E M E N T
FOR JOINT RIGHTS TO AND USE OF WELL
AND GRANT OF EASEMENT**

THIS AGREEMENT, MADE BETWEEN AND ENTERED INTO THIS 29 DAY OF July, 2009, BY AND BETWEEN:

PARTIES OF THE FIRST PART:

TYLER M. PETTIT AND JACKIE PETTIT

PARTIES OF THE SECOND PART:

RANDY A. PETTIT AND KAREN PETTIT

Ent 117700 Bk 279 Pg 1360
Date: 30-JUL-2009 9:21AM
Fee: \$20.00 Cash
Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: PETTIT RANDY A

RECITALS:

1. THE PARTIES OF THE FIRST PART OWN AND HOLD TITLE TO THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MORGAN COUNTY, STATE OF UTAH, TO-WIT:

LOT 1, PETTIT RANCHETTES P.R.U.D., BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, AND THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 3 NORTH, RANGE 2 EAST, SLB&M.

00-0062-9173 / 01 - PETTR-0001

2. THE PARTIES OF THE SECOND PART OWN AND HOLD TITLE TO THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN MORGAN COUNTY, STATE OF UTAH, TO-WIT:

LOT 2, PETTIT RANCHETTES P.R.U.D, BEING A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP ~~X~~ NORTH, RANGE 2 EAST, SLB&M.

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3. 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 FIRST PART.

THE WATER SUPPLY IS PUMPED FROM SAID WELL ON THE PROPERTY OF THE PARTIES OF THE FIRST PART DIRECTLY TO THE GRANTEE OR TO A STORAGE TANK LOCATED AT AN ELEVATED POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1. AT ALL TIMES, WATER MAY BE FLOWING FROM THE STORAGE TANK TO EACH OF THE PARTIES HOME.

THE PARTIES HERE-TO DESIRE TO SET FORTH IN WRITING THEIR AGREEMENT REGARDING THE JOINT USAGE OF SAID WELL AND STORAGE TANK AND EASEMENTS FOR PIPELINES RUNNING FROM SAID WELL AND STORAGE TANK TO THEIR RESPECTIVE RESIDENCES.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS MUTUALLY AGREED AS FOLLOWS:

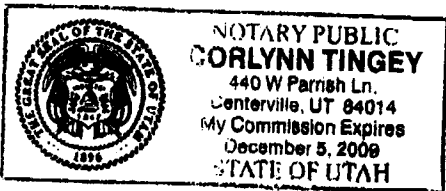
- A) THE PARTIES AGREE THAT THE PARTIES' WELL WILL BE LOCATED ON A DEDICATED EASEMENT AS SHOWN ON THE HEREIN REFERENCED PLAT.
- B) THE PARTIES ACKNOWLEDGE AND AGREE THAT AN ELECTRICAL METER MAY BE INSTALLED AT THE WELL SITE, WHICH METERS THE TOTAL ELECTRICAL USAGE BY THE PARTIES. THE PARTIES AGREE TO PAY 50% OF THE TOTAL COSTS OF ALL ELECTRICAL CHARGES DIRECTLY RELATED TO OPERATION OF THE WELL ON A MONTHLY BASIS. IT IS FURTHER AGREED THAT FIRST PARTY SHALL CARRY THE ELECTRICAL ACCOUNT OF THE WATER IN THEIR NAMES AND SHALL BILL THE OTHER PARTY FOR THEIR PROPORTIONATE SHARE THEREOF ON A MONTHLY BASIS. IT IS CLEARLY UNDERSTOOD THAT FACILITIES WILL BE MADE AVAILABLE AT DIFFERENT LOCATIONS FOR STOCK WATERING AND/OR IRRIGATION. POWER COST ADJUSTMENTS FOR THIS TYPE OF FACILITY NEEDS BE NEGOTIATED BY THE PARTIES HERETO AND EVERY EFFORT MADE TO SHARE COSTS IN A FAIR AND EQUITABLE MANNER.
- C) THE PARTIES AGREE THAT ALL COSTS CONNECTED WITH THE OPERATION AND MAINTENANCE OF THE WELL, PUMP, STORAGE TANK RELATED EQUIPMENT, AND ELECTRICAL USAGE, SHALL BE BORNE EQUALLY BY THE PARTIES AND THAT ALL DECISIONS PERTAINING TO THE OPERATION AND MAINTENANCE OF THE WELL AND WATER SYSTEM SHALL BE MADE BY MUTUAL AGREEMENT BETWEEN 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 SITE.
- E) THE FIRST PARTY HEREBY AGREES AND GRANTS, CONVEYS, TRANSFERS AND DELIVERS UNTO THE SECOND PARTY, A PERMANENT EASEMENT FOR THE USE, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF UNDERGROUND WATER FACILITIES, BEING 20 FEET IN WIDTH, AND DESCRIBED HERewith AS A METES AND BOUNDS DESCRIPTION OF THE PERIMETER OF THE EASEMENT, AS SET FORTH ON THE ATTACHED EXHIBIT "A": A PLAT OF THE EASEMENT GRANTED HEREIN IS AVAILABLE FOR USE, PRINTING OR REVIEW, FILED UNDER JOB NO. ME 08-60, OFFICE OF THE MORGAN COUNTY RECORDER'S OFFICE, AS A RECORD OF SURVEY.

A C K N O W L E D G E M E N T

STATE OF UTAH _____)
 Davis) SS
COUNTY OF ~~MORGAN~~ _____)

ON THIS 29 DAY OF July, 2009, PERSONALLY BEFORE ME,
THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY,
RANDY A. PETTIT AND KAREN PETTIT, THE SIGNERS OF THE ABOVE RIGHT-OF-
WAY AGREEMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT
FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN
MENTIONED.

Corlynn Tingey
NOTARY PUBLIC
RESIDING IN *Centerville, Davis* COUNTY, UTAH
MY COMMISSION EXPIRES *12.5-09*



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 THIS

9th DAY OF July, 2009.

PARTIES OF THE FIRST PART:

[Signature]
TYLER M. PETTIT

[Signature]
JACKIE PETTIT

PARTIES OF THE SECOND PART:

[Signature]
RANDY A. PETTIT

[Signature]
KAREN PETTIT

A C K N O W L E D G E M E N T

STATE OF ~~UTAH~~ IDAHO)

COUNTY OF ~~MORGAN~~ Bonner) SS

ON THIS 9th DAY OF July, 2009, PERSONALLY BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, **TYLER M. PETTIT AND JACKIE PETTIT**, THE SIGNERS OF THE ABOVE RIGHT-OF-WAY AGREEMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

[Signature]
NOTARY PUBLIC

RESIDING IN Sandpoint COUNTY, ~~UTAH~~ Bonner County IDAHO
MY COMMISSION EXPIRES May 7, 2013

