

WHEN RECORDED RETURN TO:

Miller Harrison Law, LLC  
5292 S. College Drive, Unit #304  
Murray, Utah 84123  
(801) 692-0799



\*W3319481\*

E# 3319481 PG 1 OF 13  
Leann H. Kilts, WEBER COUNTY RECORDER  
27-Mar-24 1001 AM FEE \$40.00 DEP SD  
REC FOR: MILLER HARRISON LLC  
ELECTRONICALLY RECORDED

BT

IN THE SECOND DISTRICT COURT, WEBER COUNTY  
STATE OF UTAH

PCV

CW Land Co, LLC, a Utah limited liability  
company;

Plaintiff,

v.

RALPH H. HANSEN, Trustee of the RALPH  
H. HANSEN AND HELEN S. HANSEN  
LIVING TRUST; and HELEN S. HANSEN;  
Trustee of the RALPH H. HANSEN AND  
HELEN S. HANSEN LIVING TRUST

Defendants.

**NOTICE OF LIS PENDENS**

Civil No.: 220901000

Judge Joseph Bean

Discovery Tier 2

This Notice of Lis Pendens (“Notice”) is made this 18th day of March 2024, to provide notice of the dispute regarding an easement agreement between the RALPH H. HANSEN AND HELEN S. HANSEN LIVING TRUST, (“Hansen”), and CW Land Co., LLC, a Utah Limited Liability Company (“CW Land”) and to provide constructive notice of the orders entered thereto.

**OBJECT OF THE ACTION**

The object of the real property dispute is an easement agreement. On July 26, 2021, Hansen and CW Land signed File No. 139838-CF; Escrow Holdback Instructions (the “Holdback Agreement”) a copy of which is attached hereto as *Exhibit A*.

A judgment was entered on March 1, 2024 in case No.: 220901000 in the Second District


Court, of Weber County State of Utah, signed and sealed by District Court Judge Joseph Beah, which is attached hereto as **Exhibit B** (“Easement Order”) which clarified that the Holdback Agreement “grants CW Land an access easement to the existing water utility line and associated infrastructure of the maintenance, repair, upkeep, and replacement, including the portion of the line that crosses the [Hansen Property].” See Easement Order ¶ 10.

**LEGAL DESCRIPTION OF THE REAL PROERPERTY AFFECTED**

Hansen executed the Holdback Agreement as the owner of the real property legally described in **Exhibit C** (“Hansen Property”) and CW executed the Holdback Agreement as the owner of the real property legally described in **Exhibit D** (“CW Property”). This notice of lis pendens affects the Hansen Property and CW Property.

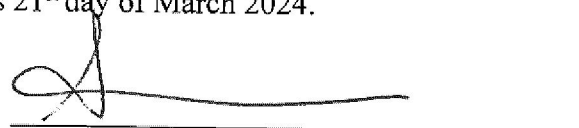
DATED this 21<sup>st</sup> day of March 2024.

MILLER HARRISON LLC



Amy C. Walker  
*Attorney for Plaintiff*

Subscribed and sworn before me this 21<sup>st</sup> day of March 2024.



NOTARY PUBLIC



**EXHIBIT "A"**  
**HOLDBACK AGREEMENT**



1222 W. Legacy Crossing Blvd.  
Suite 6  
Centerville, UT 84014  
801-677-3810

Monday, July 26, 2021

Cottonwood Title Insurance Agency, Inc.  
Attn: Cort Ashton  
1996 E. 6400 S., STE. 120  
Salt Lake City, Utah 84121  
[cort@cottonwoodtitle.com](mailto:cort@cottonwoodtitle.com)

Sent via email only, additional recipients listed below

**Re: File No. 139838-CAF; Escrow Holdback Instructions**

Cort,

With respect to File No. 139838-CAF, Helen S. Hansen, Trustee of the RALPH H. HANSEN AND HELEN S. HANSEN LIVING TRUST, U/A dated April 29, 2017 (collectively, "Hansen") and CW Land Co., LLC, a Utah limited liability company ("CW Land") hereby agree to the following terms and conditions and intend that this letter serve as holdback escrow instructions:

**Holdback Amount:** At closing, Cottonwood Title Insurance Agency, Inc. ("Title Company"), shall withhold an amount equal to Ten Thousand and No/100 Dollars (\$10,000.00) from Hansen's proceeds (the "Holdback");

**Parties' Obligations:** CW Land and Hansen expressly agree that Hansen agrees to assist CW Land and use commercially reasonable efforts to obtain Jeff and Wendy Stoker's signature on an agreed upon form, to run with the Hansen and Stoker land, and allow CW Land to access the existing water utility line and associated infrastructure for maintenance, repair, upkeep, replacement, and any other agreed upon provisions contained in said form for the benefit of the CW Land property purchased under File No. 139838-CAF. In the event Stoker is unwilling to sign the mutually agreed upon form, Hansen and CW Land agree that the utility line will be re-routed through the Hansen property for the benefit of the CW Land property.

**Holdback Release:** Upon the parties' receipt of both the Hansen and Stoker signatures, CW Land and Hansen shall notify Title Company, via email, that the Parties' Obligations have been satisfied and the Holdback shall be released to Hansen.

As stated above, it is the intent of the parties hereto that this letter serve as holdback escrow instructions and set forth the parties' respective obligations with respect to the Holdback. Additionally, the parties intend for this letter to survive closing and be in full force and effect when signed by both parties.

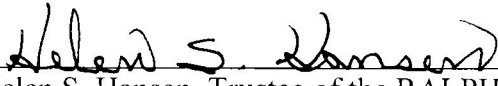


1222 W. Legacy Crossing Blvd.  
Suite 6  
Centerville, UT 84014  
801-677-3810

SIGNED AND AGREED TO THIS 26 DAY OF JULY, 2021, BY THE PARTIES BELOW.

**HANSEN**

**Helen S. Hansen, Trustee of the RALPH H. HANSEN AND  
HELEN S. HANSEN LIVING TRUST, U/A dated April 29,  
2017**

  
\_\_\_\_\_  
Helen S. Hansen, Trustee of the RALPH H. HANSEN  
AND HELEN S. HANSEN LIVING TRUST, U/A dated April  
29, 2017

**CW LAND**

CW LAND CO., LLC,  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Colin Wright  
Title: Manager

With copies to:  
Colin Wright ([colin@cw.land](mailto:colin@cw.land))  
Todd Meyers ([todd@cw.land](mailto:todd@cw.land))  
Tony Hill ([tony@cw.land](mailto:tony@cw.land))  
Jeff Good ([jeff@jeffgoodhomes.com](mailto:jeff@jeffgoodhomes.com))

SIGNED AND AGREED TO THIS 26 DAY OF JULY, 2021, BY THE PARTIES BELOW.

**HANSEN**

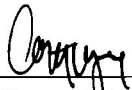
**Helen S. Hansen, Trustee of the RALPH H. HANSEN AND  
HELEN S. HANSEN LIVING TRUST, U/A dated April 29,  
2017**

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Helen S. Hansen, Trustee of the RALPH H. HANSEN  
AND HELEN S. HANSEN LIVING TRUST, U/A dated April  
29, 2017

**CW LAND**

CW LAND CO., LLC,  
a Utah limited liability company

By:   
Name: Colin Wright  
Title: Manager

With copies to:  
Colin Wright ([colin@cw.land](mailto:colin@cw.land))  
Todd Meyers ([todd@cw.land](mailto:todd@cw.land))  
Tony Hill ([tony@cw.land](mailto:tony@cw.land))  
Jeff Good ([jeff@jeffgoodhomes.com](mailto:jeff@jeffgoodhomes.com))

**EXHIBIT "B"**  
**EASEMENT ORDER**



**ORDER PREPARED BY:**

Tyler S. LaMarr (13784)  
Amy C. Walker (18122)  
**MILLER HARRISON LLC**  
5292 South College Drive, Suite 304  
Murray, Utah 84123  
Telephone: (801)692-0799  
[tlamarr@millerharrisonlaw.com](mailto:tlamarr@millerharrisonlaw.com)  
*Attorney for Plaintiff*

IN THE SECOND DISTRICT COURT, WEBER COUNTY  
STATE OF UTAH

CW Land Co, LLC, a Utah limited liability  
company;

Plaintiff,

v.

RALPH H. HANSEN, Trustee of the RALPH  
H. HANSEN AND HELEN S. HANSEN  
LIVING TRUST; and HELEN S. HANSEN;  
Trustee of the RALPH H. HANSEN AND  
HELEN S. HANSEN LIVING TRUST

Defendants.

**ORDER GRANTING  
PLAINTIFF'S MOTION FOR  
SUMMARY JUDGMENT  
(BREACH OF CONTRACT)**

Civil No.: 220901000

Judge Joseph Bean

Discovery Tier 2

This matter came before the Court on November 16, 2023, pursuant to CW Land Co, LLC's ("Plaintiff") 's Motion for Summary Judgment on Breach of Contract. For the reasons set forth in Plaintiff's Motion for Summary Judgment and as argued by the Parties at the hearing on November 16, 2023, and based on the findings of stipulated facts and facts not genuinely in dispute the Court ORDERS as follows:

1. On January 26, 2021, Plaintiff entered a *Real Estate Purchase Contract for Land* to purchase real property from the Trustees (the "REPC").



2. The REPC explicitly included 22 water shares that service the real property as part of the purchase agreement (the "Water Shares").

3. Delivery of these Water Shares has historically been through a water utility line crossing adjacent parcels of land, including the Defendants land, the Plaintiff's land, and a parcel owned by the Stokers who are not a party to the REPC.

4. Before closing the transaction contemplated in the REPC, the Plaintiff and Defendants entered into a Holdback Agreement as an addendum to the REPC to specify the delivery method for the Water Shares and the use and access rights to the existing water utility line.

5. The Holdback Agreement provides that:

*CW Land and Hansen expressly agree that Hansen agrees to assist CW and use commercially reasonable efforts to obtain Jeff and Wendy Stoker's signature on an agreed upon form, to run with the Hansen and Stoker land, and allow CW Land to access the existing water utility line and associated infrastructure for maintenance, repair, upkeep, replacement and any other agreed upon provision contained in said form for the benefit of the CW Parcel purchase under File No 139838-CAF. In the event Stoker is unwilling to sign the mutually agreed upon form, Hansen and CW Land agree that the utility line will be rerouted **through the Hansen Parcel for the benefit of the CW Parcel***

6. The Holdback Agreement held ten thousand dollars (\$10,000.00) in escrow from the sale of the property under the REPC to be released to Defendants upon successfully completing the obligations therein.

7. There is no dispute that when the Plaintiff filed this lawsuit, the Defendants had made affirmative representations to Plaintiff that the Stokers were unwilling to enter into an agreement as contemplated in the Holdback Agreement, including by e-mail on September 13, 2021.

8. Because the Stokers were unwilling to enter an agreement granting CW Land the right to access the existing water utility line and associated infrastructure for maintenance, repair, upkeep and replacement, the Defendants' obligation to reroute the line was triggered.

9. Despite the triggered obligation, the Defendants have not rerouted the water utility line, insisting on new terms not outlined in the Holdback Agreement.

10. The language in the Holdback Agreement is a complete easement agreement, not an agreement to agree, and grants CW Land an access easement to the existing water utility line and associated infrastructure for maintenance, repair, upkeep, and replacement, including the portion of line that crosses the Defendants' real property.

11. This refusal by the defendants to fulfill the rerouting condition constitutes a breach of the Holdback Agreement and by extension, the REPC.

12. Damages as a result of the breach are yet to be determined.

IT IS HEREBY ORDERED AND ADJUDGED that Plaintiff's motion for summary judgment is granted, finding that the Defendants have breached the contract, awarding the Plaintiff full reimbursement for all attorney fees and costs incurred during this action, and ordering the release of funds held in escrow under the Holdback Agreement to the Plaintiff

**END OF ORDER**

*\*\*\*The Court's signature is found at the top of the first page\*\*\**

**EXHIBIT "C"**  
**HANSEN PROPERTY**

**Parcel 1:** 21-005-0051 NP

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian. Comprising the adjusted 24.79 acres of Weber County Tax Parcels 21—005—0049 and 21—005—0048. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument near the intersection of 7900 East Street and Stoker Lane and, the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence North 01°31'28" East 1330.82 feet coincident with the west line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the number five rebar and cap stamped "PLS 356548" marking the C—S 1/16<sup>th</sup> corner; Thence North 88°53'36" East 115.15 feet coincident with the north line of said sixteenth section to a number five rebar cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING.

Thence continuing coincident with said sixteenth section line North 88°53'36" East 393.66 feet to the northwest corner of Weber County Tax Parcel 21—005—0040 and a number five rebar and cap stamped "PLS 3456548"; Thence the following two (2) courses coincident with the perimeter of said parcel and the prolongation thereof, 1) South 01°06'24" East 311.50 feet to a number five rebar and cap stamped "PLS 3456548"; 2) North 88°39'34" East 1295.30 feet to the southeast corner of Weber County Tax Parcel 21—005—0045 and a number five rebar and cap stamped "PLS 3456548"; Thence South 31°05'21" West 370.38 feet; Thence South 01°20'55" East 26.08 feet to the northeast corner of Weber County Tax Parcel 21—005—0029; Thence the following two (2) courses coincident with the perimeter of said parcel 1) South 88°41'52" West 335.75 feet to a number five rebar and cap stamped "PLS 3456548"; 2) South 00°56'35" East 124.18 feet to a point on the north boundary of Weber County Tax Parcel 21—005—0050 and a number five rebar and cap stamped "PLS 3456548"; Thence the following two (2) courses coincident with said parcel 1) South 89°03'25" West 205.16 feet to a number five rebar and cap stamped "PLS 3456548"; 2) South 13°05'00" East 127.19 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 57°33'16" west 301.48 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 58°07'38" West 374.39 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 29°46'16" West 260.00 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 72°25'12" West 259.47 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 02°22'32" West 1088.90 feet to the point of beginning.

**Parcel 3:** 21-009-0022 NP

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian. Comprising an adjusted 3.08 acres of Weber County Tax Parcels 21—005—0048, 21—005—0049, 21—009—0001 and 21—009—0002. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument in the intersection of 7900 East Street and Stoker Lane and the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6 Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence South 77°43'09" West 1230.64 feet to a number five rebar and cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING;

Thence North 89°23'15" East 324.42 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 00°36'45" East 413.08 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 89°23'15" West 324.97 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North South 00°36'45" West 191.60 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 00°28'12" West 221.48 feet to the point of beginning.

**Parcel 4:** 21-009-0023 NP

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian. Comprising an adjusted 3.00 acres of Weber County Tax Parcels 21—005—0048, 21—005—0049, 21—009—0001 and 21—009—0002. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument in the intersection of 7900 East Street and Stoker Lane and the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6 Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence South 00°11'47" East 1144.47 feet; Thence South 89°48'13" West 774.93 feet to a number five rebar and cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING.

Thence South 89°57'52" West 422.55 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 00°36'45" West 311.96 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 89°23'15" East 420.26 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 01°02'08" East 308.85 feet to the point of beginning.

**Parcel 43** 21-005-0043 NP

PARCEL OF LAND LYING AND SITUATE IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, COMPRISING THE ADJUSTED 6.02 ACRES OF WEBER COUNTY TAX PARCELS 21-005-0008 AND 21-005-0015. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°55'06" WEST 1457.00 FEET (MEASURED) BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEBER COUNTY SURVEYORS BRASS CAP WITNESS MONUMENT TO THE SOUTHEAST CORNER OF SAID SECTION SAID MONUMENT BEING IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE. THENCE NORTH 07°48'25" WEST 1340.66 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548 AND THE TRUE POINT OF BEGINNING. THENCE SOUTH 26°10'34" WEST 144.06 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE SOUTH 41°30'00" WEST 200.34 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548 THENCE SOUTH 88°39'34" WEST 739.48 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548. THENCE NORTH 01°06'24" WEST 311.50 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548. THENCE NORTH 88°53'36" EAST 778.12 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548. THENCE SOUTH 00°19'05" WEST 33.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE NORTH 88°53'36" EAST 163.83 FEET TO THE POINT OF BEGINNING.

Parcel No. 21-005-0043 (for reference purposes only)

**EXHIBIT "D"**  
**CW PROPERTY**

All of SKY RANCH, according to the official plat therefor, recorded as Entry No. 3241023 on June 14, 2022 in the office of the Weber County Recorder including:

PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 6 AND THE NORTHWEST AND NORTHEAST QUARTERS OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 2136.61 FEET AND EAST 1284.36 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6); THENCE S89°41'10"E 806.34 FEET; THENCE N00°18'50"E 842.75 FEET; THENCE N89°12'26"E 553.47 FEET; THENCE S02°03'42"E 1088.90 FEET; THENCE S03°33'20"E 240.34 FEET; THENCE S02°23'08"E 1142.83 FEET; THENCE S37°42'02"W 66.30 FEET; THENCE S43°19'55"W 117.30 FEET; THENCE S42°52'25"W 115.92 FEET; THENCE S43°42'00"W 94.49 FEET; THENCE S41°51'13"W 48.24 FEET; THENCE S06°30'55"W 29.26 FEET; THENCE S42°51'32"W 127.07 FEET; THENCE S75°45'41"W 81.86 FEET; THENCE S75°07'00"W 241.01 FEET; THENCE S73°23'42"W 330.39 FEET; THENCE S72°06'50"W 73.62 FEET; THENCE N01°58'03"E 152.99 FEET; THENCE N71°21'28"E 121.64 FEET; THENCE N08°57'13"W 457.35 FEET; THENCE N00°43'17"W 308.85 FEET; THENCE S89°42'06"W 419.94 FEET; THENCE N00°31'41"W 168.00 FEET; THENCE N89°42'05"E 325.32 FEET; THENCE N00°17'55"W 413.08 FEET; THENCE S89°42'05"W 324.42 FEET; THENCE N00°12'18"W 740.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,961,308 SQUARE FEET OR 67.982 ACRES MORE OR LESS.

Including Parcel Numbers: 21-172-0001; 21-172-0002 and 21-172-0003 / NP