

WHEN RECORDED MAIL TO:

OVB Investments LLC
5500 South Holladay BLVD
Holladay, UT 84117

File No.: 196510-MCP



W3398330

E# 3398330 PG 1 OF 4
B. Rahimzadegan, WEBER COUNTY RECORDER
22-Dec-25 1214 PM FEE \$40.00 DEP JJT
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

AGREEMENT FOR JOINT OWNERSHIP OF WELL AND GRANT OF EASEMENT

In Reference to Tax ID Number(s):

21-181-0004 and 21-181-0005

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

THIS AGREEMENT, made between and entered into this 19th day of December, 2025, by OVB Investments LLC, owner of Lots 104. and 105 of Gateway Estates Subdivision Phase 1A (Hereinafter referred to as "Lot Owners").

RECITALS:

- 1) OVB Investments LLC owns and holds title to the following described real property located in Weber County, State of Utah, to-wit;

All of lots 104 and 105 of the Gateway Estates Subdivision 1A

- 2) Residences will be located on each of the above described lots, the culinary water supply for which originates in a well located on the real property owned by OVB Investments LLC on lot 104 of the Gateway Estates Subdivision 1A.
- 3) The Lot Owners 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 or future residences.
- 4) This agreement will inure to the benefit of future "Lot Owners" as it is the intent of OVB Investments LLC to sell the lots specified in recital 1.

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

- a) Lot Owners agree that the culinary well is located on Lot 104 Gateway Estates Subdivision 1A.
- b) The Lot Owners acknowledge and agree that a future electrical meter will be installed at the well site (this will be done by future Lot Owners and is no way the responsibility of OVB Investments LLC), which meters the total electrical usage by the Lot Owners and that individual water meters will be installed on each Lot Owners' water line, which meter water flow. The Lot Owners agree to pay their proportionate share of all electrical charges on a monthly basis, based on the ratio of each Lot Owners water flow for the period of usage to the total flow. It is further agreed that the first Lot Owner to build shall carry, the electrical account for the water in their names and shall bill the other Lot Owners for their proportionate share thereof on a monthly basis. It is agreed and understood by all Lot Owners that OVB Investments LLC has no responsibility to install any water lines, electrical meter, or any other equipment or pumps at the well site. Each prospective Lot Owner agrees that OVB Investments LLC has caused for a Well to be drilled on Lot 104 of Gateway Estates Subdivision 1A and has met all of its obligations as to performance of work and has no future responsibility for the well or any other work to be performed. Furthermore, during its due diligence each future Lot Owner agrees that he/she has done it's due diligence as to the suitability of the Well and has determined it meets its needs and waives any and all liability or responsibility of OVB Investments LLC.

- c) The Lot Owners 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 Lot Owners and that all decisions pertaining to the operation and maintenance of the well shall be made by the majority vote of the Lot Owners 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) OVB Investments LLC hereby grants, conveys, transfers and delivers a permanent easement for purposes of installation, maintenance and repair of a water line running from the well site located on Lot 104 of the Gateway Estates Subdivision 1A to the other Lot which is Lot 105 of the Gateway Estates Subdivision 1A. This easement is depicted on the recorded plat. However, it is agreed and understood by all Lot Owners that the future lot owner of Lot 104 of the Gateway Estates Subdivision 1A shall have the right to locate the water line wherever they want on the lot as long as they get it to the easement on the plat that fronts Highway 39. If the water line needs to be relocated it will be done at the sole cost of the owner of Lot 104 of the Gateway Estates Subdivision 1A.
- 5) This agreement shall become binding upon and inure to the benefit of the Lot Owners 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.

OVB Investments LLC

A handwritten signature in black ink, appearing to read "Matt L", is written over a horizontal line.

Matthew Lowe, Manager

State of Utah)
) ss.
County of Weber

On the 19th day of December 2025, personally appeared before me Matt Lowe and , ~~husband and wife~~, the signers of the within instrument, who duly acknowledged to me that they executed the same.

Lisa Woolsey
Notary Public

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

My commission expires: 8/8/2026

