

When recorded, return to,  
and mail tax statement to:

Bennett Tueller Johnson & Deere  
Attn: Steven Bennett  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121

Property Address:

12453 E Rd 8  
Ulysses KS 67880

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### DECLARATION OF UTILITY EASEMENT

This Declaration of Utility Easement (this “**Declaration**”) is made and entered into effective as of \_\_\_\_\_, 2025 by Dew Farms, Inc., a Kansas corporation (“**Dew Farms**”).

A. Dew Farms is the current owner of those certain parcels of real property located in Grant County, Kansas, with the first more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “**Burdened Property**”), and in such capacity Dew Farms is referred to herein as the “**Burdened Property Owner**,” and with the second being more particularly described on Exhibit B attached hereto and incorporated herein by reference (“**Benefited Property**”), and in such capacity Dew Farms is referred to herein as the “**Benefitted Property Owner**.”

B. The Burdened Property Owner and the Benefited Property Owner, together with their successors and assigns, are each sometimes referred to herein individually as an “**Owner**” and collectively as the “**Owners**.” The Burdened Property and the Benefited Property are each sometimes referred to herein individually as a “**Property**” and collectively as the “**Properties**.”

C. An underground gas line (the “**Gas Line**”) has been constructed across a portion of the Burdened Property, for the purpose of connecting the residence located on the Benefited Property to the gas well identified as DEW ‘C’ 1 located on the Burdened Property (the “**Gas Well**”).

D. An underground water line and related underground electrical lines (together, the “**Water Line**”, and together with the Gas Line, the “**Utility Lines**”) have been constructed across a portion of the Burdened Property, for the purpose of connecting the residence located on the Benefited Property to the water well generally identified as well ID 1042906938, and the related power connections and backup well hole, located on the Burdened Property (together, the “**Well**”).

E. Subject to the terms and conditions set forth herein, Dew Farms desires to establish certain rights and maintenance obligations for the Utility Easements (as defined below) with respect to the Gas Line and Water Line for the benefit of the Benefited Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dew Farms hereby declares as follows:

1. Gas Utility Easement. Pursuant to the terms and conditions contained in this Declaration, the Burdened Property Owner hereby makes, establishes, grants, conveys and creates, for the use and benefit of the Benefited Property, a perpetual, non-exclusive easement (the “***Gas Utility Easement***”) over, upon, and across a twenty-foot wide strip centered on the Gas Line, as currently constructed (the “***Gas Utility Easement Area***”) solely for the purpose of accessing, maintaining, operating, repairing, and replacing the Gas Line running from the Gas Well to the connections and underground gas lines located on and providing residential service to the Benefited Property.

2. Water Utility Easement. Pursuant to the terms and conditions contained in this Declaration, the Burdened Property Owner hereby makes, establishes, grants, conveys and creates, for the use and benefit of the Benefited Property, a perpetual, non-exclusive easement (the “***Water Utility Easement***”, and together with the Gas Utility Easement, the “***Utility Easements***”) over, upon, and across a twenty-foot wide strip centered on the Water Line, as currently constructed (the “***Water Line Easement Area***”, and together with the Gas Line Easement Area, the “***Utility Easement Area***”) solely for the purpose of accessing, maintaining, operating, repairing, and replacing the Water Line running from the Well to the connections and underground water and related electrical lines located on and providing residential service to the Benefited Property.

3. Reasonable Use. The Benefited Property Owner agrees to use the Utility Lines and the Utility Easements solely for reasonable residential purposes, consistent with the historical use and practice of the residence located on the Benefited Property. Such use shall not exceed the scope of residential activities traditionally conducted on the residence located on the Benefited Property and shall be in compliance with all applicable laws and regulations. The Benefited Property Owner shall not use the Utility Lines in a manner that would materially interfere with or diminish the Burdened Property Owner's use of the Gas Well or Well for its own purposes.

4. Maintenance, Repair and Replacement. Benefited Property Owner shall retain the responsibility for maintaining, repairing and replacing the Utility Lines. Any damage to the Burdened Property or the Utility Easement Areas specifically caused by the Benefited Property Owner or its invitees or permittees shall be repaired by Benefited Property Owner, at Benefited Property Owner's sole cost and expense. Promptly after the maintenance, repair or replacement of any Utility Lines as described herein, Benefited Property Owner shall cause any property of the Burdened Property Owner damaged by such maintenance to be restored to a substantially similar or better condition than existed immediately prior to the performance of such work. The Benefited Property Owner shall provide the Burdened Property Owner with reasonable advance notice of any maintenance, repair or replacement work.

5. No Barriers. No permanent walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Utility Easement Areas, that would materially limit, prevent or impair the use or exercise of the Utility Easements established in this Declaration, except improvements and changes connected with the farming of crops, customary perimeter fences or boundaries encircling the Burdened Property, and other customary structures typically used in the agricultural operation of the Burdened Property. The Owners agree to work

together in good faith to resolve any unforeseen circumstances in order to minimize to the extent practicable the impact of any temporary construction within the Utility Easement Areas.

6. Indemnification. Each Owner agrees to indemnify, save, defend (with counsel reasonably acceptable to the Indemnified Party (as defined below)) and hold harmless each other Owner, and any affiliate of such other Owner, and its and their officers, directors, employees, managers, members, agents and servants (collectively, the “**Indemnified Party**”) from and against any and all liens, encumbrances, costs, demands, claims, judgments, losses, liabilities, damages and expenses (including reasonable attorneys' fees) that may be incurred by the Indemnified Party as a result of any action of the indemnifying Owner or its owners, employees, tenants, guests, customers, contractors, suppliers, licensees and other invitees thereof (“**Permittees**”) to the extent caused by or arising out of, either directly or indirectly, any action of the indemnifying Owner or its Permittees upon, the use of, or any work performed on the Utility Easement Areas, except to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Declaration. Notwithstanding the foregoing, each Owner, on behalf of itself and its Permittees hereby releases any such claims to the extent covered by insurance of any Owner.

7. Compliance with Laws. The Owners agree to comply with all present or future laws, ordinances, orders, judgments, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, agency affecting their respective Property, including, without limitation, any building, zoning and land use laws, to the extent related to the construction, use or maintenance of the Easement Areas and the Utilities.

8. Duration. The easements and each covenant and restriction set forth in this Declaration shall be perpetual.

9. Covenants Run with Land. Each right and obligation in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Property; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Property shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Property.

10. Third-Party Beneficiaries. This Declaration is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Declaration.

11. Miscellaneous.

11.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This

obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

11.2 Subject to Section 11.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 11.4, below, all of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11.3 No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

11.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Property. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

11.5 The section and other headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.6 This Declaration shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Property or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Declaration shall not be transferred or assigned to any other person, including a tenant of any Owner, except together with the transfer or conveyance of such Owner's respective Property subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Property shall be released from all further obligations under this Declaration arising from and after the effective date of such transfer or conveyance. Nothing contained herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Properties to the general public or for the public, or for any public purpose.

11.7 This Declaration, together with all exhibits hereto, contains the entire agreement of the Owners with respect to the subject matter hereof.

11.8 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Grant County, Kansas. No amendment of this Declaration shall be effective unless such amendment has been executed and notarized by the Owners of the Properties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Grant County, Kansas.

11.9 This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas.

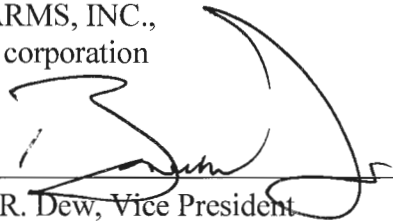
11.10 All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the Owner of record of the applicable Property or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or receipted overnight service (by a reputable overnight company), postage prepaid addressed to such Owner at the address of the building located on the applicable Property.

*[Remainder of page intentionally left blank. Signature page follows immediately.]*

IN WITNESS WHEREOF, Dew Farms has executed this Declaration the day and year first above written.

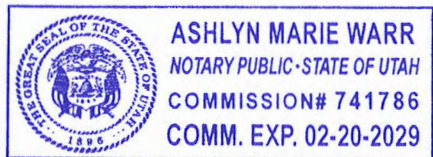
**DEW FARMS:**

DEW FARMS, INC.,  
a Kansas corporation

By:   
Bradley R. Dew, Vice President

STATE OF UTAH                    )  
                                              :SS.  
COUNTY OF SALT LAKE    )

On this 27 day of October, 2025, personally appeared before me Bradley R. Dew, the Vice President of Dew Farms, Inc., a Kansas corporation, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that she executed the same.



  
Name: Ashlyn Warr  
Notary Public  
My Commission Expires: 2/20/2029

## **EXHIBIT A**

### **(Legal Description of Burdened Property)**

That certain parcel located in Grant County, Kansas, more particularly described as follows:

The Northwest Quarter (NW 1/4) of Section 10, Township 28 South, Range 35 West of the 6th Principal Meridian, Grant County, Kansas.

#### **LESS AND EXCEPTING:**

A parcel of land located in the Northwest Quarter (NW 1/4) of Section 10, Township 28 South, Range 35 West of the 6th Principal Meridian, Grant County, Kansas, described as follows:

Beginning at the northeast corner of said NW 1/4:

Thence SOUTH 00°07'04" EAST (assumed bearing) on the east line of said NW 1/4 a distance of 617.00 feet;

Thence SOUTH 89°23'04" WEST parallel with the north line of said NW 1/4 a distance of 217.00 feet;

Thence NORTH 00°07'04" WEST parallel with the east line of said NW 1/4 a distance of 40.80 feet;

Thence SOUTH 89°23'04" WEST parallel with the north line of said NW 1/4 a distance of 290.00 feet;

Thence NORTH 00°07'04" WEST parallel with the east line of said NW 1/4 a distance of 576.20 feet to the north line of said NW 1/4;

Thence NORTH 89°23'04" EAST on the north line of said NW 1/4 a distance of 507.00 feet to the Point of Beginning.

This property description was written by Loren D. Wright, PS #1149, on the 9th day of June, 2025, and describes a parcel of land containing 6.90 acres, more or less.

## **EXHIBIT B**

### **(Legal Description of Benefited Property)**

A parcel of land located in the Northwest Quarter (NW 1/4) of Section 10, Township 28 South, Range 35 West of the 6th Principal Meridian, Grant County, Kansas, described as follows:  
Beginning at the northeast corner of said NW 1/4:

Thence SOUTH 00°07'04" EAST (assumed bearing) on the east line of said NW 1/4 a distance of 617.00 feet;

Thence SOUTH 89°23'04" WEST parallel with the north line of said NW 1/4 a distance of 217.00 feet;

Thence NORTH 00°07'04" WEST parallel with the east line of said NW 1/4 a distance of 40.80 feet;

Thence SOUTH 89°23'04" WEST parallel with the north line of said NW 1/4 a distance of 290.00 feet;

Thence NORTH 00°07'04" WEST parallel with the east line of said NW 1/4 a distance of 576.20 feet to the north line of said NW 1/4;

Thence NORTH 89°23'04" EAST on the north line of said NW 1/4 a distance of 507.00 feet to the Point of Beginning.

This property description was written by Loren D. Wright, PS #1149, on the 9th day of June, 2025, and describes a parcel of land containing 6.90 acres, more or less.