

WHEN RECORDED MAIL TO:
Grove Ventures, LLC
1572 Woodland Park Dr., Ste. 505
Layton, Utah 84041

ACCOMMODATION RECORDING ONLY.
BONNEVILLE SUPERIOR TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION OF TITLE,
NOR DOES IT ASSUME ANY RESPONSIBILITY
FOR VALIDITY, SUFFICIENCY OR EFFECTS
OF DOCUMENT.

Space above for County Recorder's use
PARCEL I.D.# 14-021-0195

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Easement Agreement") is executed this 4TH day of March, 2013 by and between GROVE VENTURES, LLC, a Utah limited liability company ("Grantor"), and Kyle Brent Smith and Chalise B. Smith (collectively the "Grantee").

RECITALS:

A. Grantee claims a prescriptive easement for the transmission of irrigation water within an irrigation ditch (referred to herein as the "Prescriptive Easement") through and across that certain real property owned by Grantor (the "Grantor's Property"), situated in Pleasant Grove City, Utah County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference. Grantee claims the right to use the Prescriptive Easement for the benefit of that certain real property owned by Grantee (the "Grantee's Property") situated in Pleasant Grove City, Utah County, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference.

B. In connection with the development by Grantor on Grantor's Property of certain residential developments, Grantor desires to relocate Grantee's Prescriptive Easement from its present location on Grantor's Property to a re-configured route for an irrigation pipeline through and across the New Easement Parcel (as defined and described below) in exchange for the extinguishment, termination and vacation by Grantee of Grantee's Prescriptive Easement through and across Grantor's Property.

C. Grantee is willing to extinguish, terminate and vacate Grantee's Prescriptive Easement through and across Grantor's Property in exchange for and upon the granting from Grantor to Grantee of an easement for an irrigation pipeline through the New Easement Parcel on the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

Grantor hereby grants to Grantee a perpetual, non-exclusive easement (referred to in this Easement Agreement as the "New Easement") 15 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace a pipeline fifteen (15) inches in diameter for the transmission of irrigation water (the "Irrigation Pipeline") through and across that certain parcel of real property (the "New Easement Parcel") situated in Pleasant Grove City, Utah County, State of Utah more particularly described as follows:

THE BASIS OF BEARINGS OF N0°24'14"W ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER TO THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

A 15 FOOT WIDE IRRIGATION EASEMENT BEETER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED EAST, 1604.63 FEET AND SOUTH 1486.87 FEET FROM THE WEST QUARTER CORNER OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 86°41'40" EAST, 42.11 FEET; THENCE SOUTH 12°41'34" EAST, 42.53 FEET; THENCE SOUTH 38°57'12" EAST, 61.63 FEET; THENCE SOUTH 07°40'21" WEST, 56.65 FEET; THENCE SOUTH 19°05'13" EAST, 55.93 FEET; THENCE SOUTH 23°52'20" EAST, 130.42 FEET; THENCE SOUTH 18°27'20" EAST, 79.00 FEET; THENCE SOUTH 11°02'26" WEST, 198.05 FEET; THENCE SOUTH 27°55'52" WEST, 163.45 FEET; THENCE SOUTH 17°55'21" WEST, 90.80 FEET; THENCE SOUTH 06°24'51" EAST, 103.88 FEET; THENCE SOUTH 27°59'48" WEST, 132.51 FEET; THENCE SOUTH 16°40'24" WEST, 106.52 FEET; THENCE SOUTH 78°34'22" EAST, 92.58 FEET; THENCE SOUTH 00°23'50" EAST, 4.67 FEET; THENCE SOUTH 89°38'35" WEST, 51.05 FEET; THENCE NORTH 78°34'22" WEST, 60.01 FEET; THENCE NORTH 16°40'24" EAST, 124.45 FEET; THENCE NORTH 27°59'48" EAST, 129.36 FEET; THENCE NORTH 06°24'51" WEST, 102.47 FEET; THENCE NORTH 17°55'21" EAST, 95.35 FEET; THENCE NORTH 27°55'52" EAST, 162.54 FEET; THENCE NORTH 11°02'26" EAST, 191.88 FEET; THENCE NORTH 18°27'20" WEST, 74.35 FEET; THENCE NORTH 23°52'20" WEST, 130.34 FEET; THENCE 19°05'13" WEST, 60.12 FEET; THENCE NORTH 07°40'21" EAST, 53.76 FEET; THENCE NORTH 38°57'12" WEST, 58.67 FEET; THENCE NORTH 12°41'34" WEST, 34.72 FEET; THENCE NORTH 86°41'40" WEST, 30.80 FEET; THENCE NORTH 03°18'20" EAST, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 20,106 SQFT.

TO HAVE AND TO HOLD the same for the benefit of Grantee, its successors and assigns, as the owner of Grantee's Property, together with the nonexclusive right of ingress and

egress over and across the New Easement Parcel to maintain, operate, repair, inspect, protect, remove and replace the Irrigation Pipeline.

Grantor reserves and retains the right for Grantor to use the New Easement Parcel and the right for Grantor to grant nonexclusive easements, rights of way and other use rights to other persons and/or entities to use the New Easement Parcel, provided such use does not interfere with the Irrigation Pipeline or any other rights granted to Grantee hereunder. Nothing herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed, curbs and gutters, sidewalks, pavement, landscaping, or other improvements over and across the New Easement Parcel that do not interfere with the Irrigation Pipeline or any other rights granted to Grantee hereunder.

Grantor also reserves the right from time to time at Grantor's sole discretion and at Grantor's sole cost and expense, to move and relocate the Irrigation Pipeline and the New Easement from its location within the New Easement Parcel to any other location upon Grantor's Property, provided that such relocation does not interfere with the transmission of irrigation water through the Irrigation Pipeline for the benefit of Grantee's Property.

In consideration for the grant by Grantor to Grantee of the New Easement through and across the New Easement Parcel as set forth above, Grantee hereby extinguishes, terminates and vacates Grantees Prescriptive Easement through and across Grantor's Property, provided that Grantor shall construct and install the Irrigation Pipeline within the New Easement Parcel.

This Easement Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of Grantor, as the owner of Grantor's Property, and the successors and assigns of Grantee, as the owner of Grantee's Property.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed by persons duly authorized to execute the same as of the date first above written.

GRANTOR:

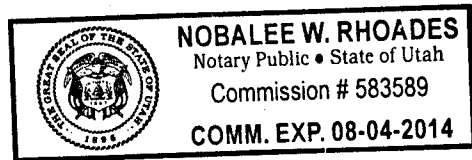
GROVE VENTURES, LLC,
a Utah limited liability company

By: *Spencer H. Wright*
Spencer H. Wright
Title: MANAGER

The Grantor of the foregoing instrument personally appeared before me and duly acknowledged that it executed the same.

SUBSCRIBED and SWORN before me this 4 day of March, 2013.

Nobalee W. Rhoades
NOTARY PUBLIC



GRANTEE

BY: Kyle B Smith

BY: Chalise Smith

The Grantees and signers of the foregoing instrument personally appeared before me and duly acknowledged that they executed the same.

SUBSCRIBED and SWORN to before me this 26th day of February, 2013.
2013.

Cindy Gordon
NOTARY PUBLIC



EXHIBIT A**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY**

That certain real property located in Pleasant Grove City, Utah County, Utah, more particularly described as follows:

COM E 2410.4 FT & S 1112.92 FT FR W 1/4 COR. SEC. 19, T5S, R2E, SLB&M.; S 2 DEG 0' 26" W 273.72 FT; S 86 DEG 13' 35" E .32 FT; S 2 DEG 19' 56" W 159.93 FT; S 0 DEG 20' 33" W 72.58 FT; S 1 DEG 3' 53" W 148.24 FT; S 1 DEG 6' 7" E 301.84 FT; S 1 DEG 6' 2" E 3.7 FT; S 3 DEG 0' 28" E 11.95 FT; S 0 DEG 13' 1" W 45.38 FT; S 1 DEG 26' 45" E 90.24 FT; S 0 DEG 14' 8" E 427.23 FT; S 89 DEG 36' 10" W 919.2 FT; N 32 DEG 1' 0" E 233.79 FT; N 6 DEG 32' 23" E 86.26 FT; N 7 DEG 1' 0" E 112.13 FT; N 16 DEG 16' 0" E 50.96 FT; N 0 DEG 14' 58" W 71.24 FT; N 22 DEG 45' 0" E 208.38 FT; N 17 DEG 37' 0" W 220.74 FT; N 19 DEG 37' 0" W 227.97 FT; N 48 DEG 32' 30" W 151.12 FT; N 1 DEG 20' 0" E 5.31 FT; S 89 DEG 59' 59" E 247.64 FT; N 0 DEG 0' 1" E 631.15 FT; E 293.91 FT; S 328.1 FT; E 400 FT TO BEG. AREA 28.896 AC.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

That certain real property located in Pleasant Grove City, Utah County, Utah, more particularly described as follows:

COM S 6.42 FT & W 1015.03 FT FR N 1/4 COR. SEC. 30, T5S, R2E, SLB&M.; S 1 DEG 18' 12" W 131.03 FT; W 121.36 FT; N 21 DEG 23' 57" W 42.2 FT; N 44 DEG 25' 18" W 74.51 FT; N 54 DEG 30' 47" W 62.85 FT; N 89 DEG 31' 40" E 243.08 FT TO BEG. AREA 0.505 AC.