

AFTER RECORDING RETURN TO:
Dean Yates
65 South 200 East
Cedar Fort, Utah 84013

ENT 91898:2013 PG 1 of 7
Jeffery Smith
Utah County Recorder
2013 Sep 26 04:20 PM FEE 23.00 BY SW
RECORDED FOR Morgan Title & Escrow, Inc.
ELECTRONICALLY RECORDED

ME 37398

EASEMENT AGREEMENT

This Easement Agreement is entered into this 21 day of September, 2013, by Dean B. Smith and Nancy R. Smith, as Trustees of the D&N Smith Trust dated July 13, 1995 ("Grantor") and Dean S. Yates and Lori Yates, ("Grantee").

RECITALS:

A. Grantor owns real property located in Utah County, State of Utah, more particularly described as follows:

COM S 215.91 FT & E .72 FT FR E1/4 COR SEC 6, T6S, R2W, SLM; S 88 DEG 36'33"E 258.92 FT; S 87 DEG 48'49"E 152.76 FT; S 2 DEG 5'31"W 447.23 FT; N 88 DEG 24'25"W 404.13 FT; N 35'12"E 24.02 FT; N 1 DEG 09'27"E 99 FT; N 88 DEG 59'56"W 282.3 FT; N 57'52"E 327.38 FT; S 88 DEG 29'35"E 293.41 FT TO BEG. AREA 6.31 ACRES

Tax ID: 59-037-0086

B. Grantee owns a parcel adjacent to Grantor's property, Northeast to the parcel described above. Grantee's parcel is also located in Utah County, State of Utah, and is legally described below as follows:

Commencing at a point in a fence corner which point is South 215.91 feet and East 0.72 feet from the East Quarter Corner of Section 6, Township 6 South, Range 2 West, Salt Lake Base and Meridian; thence North 88 Deg. 30'16" West to a point in the East right of way line of State Road U-73, 283.41 feet; thence long the East side of said road South 0° 57'52" West 100.00 feet; thence South 88 Deg. 30'16" East 283.073 feet; thence North 01 Deg. 09'27" East 99.997 feet to the point of beginning.

Tax ID: 59-037-0085

C. Grantee is desirous to obtain an easement on a portion of Grantor's property for water and power line purposes that benefit the Grantee's property, as described in further detail below.

NOW, THEREFORE, for value received, the parties agree as follows:

1. Grant of Easement for Water Line. Grantor hereby grants to Grantee a fifteen (15) foot-wide easement, with the centerline of the easement being the underground water pipeline buried on the Grantor's property as depicted on the map attached hereto as Exhibit "A", so as to allow Grantee: 1) access to and maintenance, including repair if necessary, of the well house located on Grantor's property as depicted on the map attached hereto as Exhibit A; 2) access to and maintenance, including repair if necessary, of the water pipeline, running south to north and connecting to the residence on Grantee's property (hereafter referred to as "Easement" or "Easement Area").
2. Grant of Easement for Power Line. Grantor also hereby grants to Grantee a fifteen (15) foot-wide easement, with the centerline of the easement being the power line buried on the Grantor's property as depicted on the map attached hereto as Exhibit "A", so as to allow Grantee: 1) access to and maintenance, including repair if necessary, of the power line as depicted on the map attached hereto as Exhibit A; 2) access to and maintenance, including repair if necessary, of the power line, running south to north and connecting to the residence on Grantee's property (hereafter referred to as "Easement" or "Easement Area").
3. Purpose of Easements. The Easements granted to the Grantee shall be for the purposes of replacement, improvement, repair, maintenance and operation of the water pipeline or power line and appurtenances, together with the right of ingress and egress upon said Easement Area(s).
4. Uses by Grantor. Grantor shall not interfere with the use of the Easements by Grantee as expressly granted herein. No improvements shall be placed or constructed on or within said Easement Area(s) by Grantor that materially interferes with Grantee's permitted use of the Easements.
5. Uses by Grantees. Grantee shall not interfere with the paramount and primary use of Grantor's Property and if the Grantee disturbs the surface of the Easements for construction, maintenance, or operation of its pipeline or appurtenances, it shall restore the surface to the pre-disturbance condition to the reasonable satisfaction of Grantor.
6. Nature of Work. All work to be performed by Grantee, if any, for the Easements shall be made using quality materials and shall be performed in a workmanlike manner in compliance with generally accepted construction and engineering practices.
7. Term of Easements. The Easements granted in this Agreement shall run with the land, for perpetuity, so long as the water pipeline or power line is used or necessitated by the Grantee. In the event that Grantee obtains power or water from other sources and the lines are no longer intended for use, than the Easements provided for in this Agreement may terminate within thirty (30) days after Grantee provides written notice of alternate supply of power or water by Grantee to Grantor.

8. Successors and Assigns. The Easements granted in this Agreement shall be for the use and benefit of all such owners, tenants, subtenants, guests, and such persons, heirs, successors, transferees and assignees of Grantee. The maintenance of the Easements shall be the responsibility of the Grantee, its successors and assigns.

The covenants and agreements herein contained shall inure to the benefit of and shall be binding upon the executors, administrators, heirs, successors and assigns of the parties and shall be, and are, covenants running with the land binding upon said property of Grantor for the benefit of Grantee or its assigns.

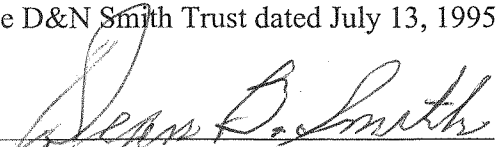
The parties hereto and their successors and assigns agree that the easement rights granted herein shall survive any merger of title and shall not be terminated by the doctrine of merger or any other legal or equitable doctrine.

9. Entire Agreement. This Agreement constitutes and contains the entire agreement between the Parties and supersedes any and all prior negotiations, correspondences, understanding, and agreements between the parties respecting the subject matter hereof.
10. Amendment. This Agreement may be amended only by writing signed by all parties hereto.
11. Governing Law. This Agreement shall be governed under the laws of the state of Utah, and any action between the parties arising out of the business relationship contemplated by this Agreement shall be brought in Utah County, Utah. If either party is required to bring any action to enforce the terms of this agreement, the prevailing party shall be entitled to an award of attorney's fees and costs incurred in the action.
12. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never been part of this Agreement and the remaining provisions of this Agreement shall remain in full force and not be effected.

IN WITNESS WHEREOF, the Grantor and Grantee hereto have executed this Easement Agreement the day and year first written above.

GRANTOR:

The D&N Smith Trust dated July 13, 1995

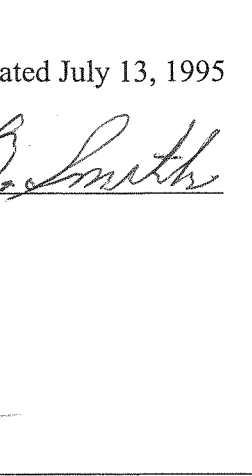


Dean B. Smith, Trustees

The D&N Smith Trust dated July 13, 1995

Nancy R. Smith, Trustee

GRANTEE:



Dean S. Yates

Lori Yates

NOTARY ACKNOWLEDGEMENT

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 24 day of September, 2013, personally appeared before me Dean B. Smith and Nancy R. Smith, as Trustees of the D&N Smith Trust dated July 13, 1995, who signed the within instrument and who duly acknowledged to me that they executed the same within full authority of said trust documents.



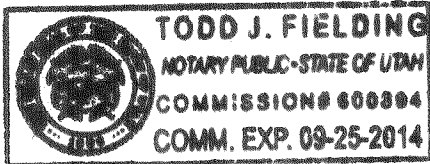
[Signature]
Notary Public
Residing in Lehi
Commission Expires: 9-25-2014

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 21 day of September, 2013, personally appeared before me Dean S. Yates, who signed the within instrument and who duly acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing in Lehi
Commission Expires: 9-25-2014

STATE OF UTAH)

:SS

COUNTY OF UTAH)

On the 25 day of September, 2013, personally appeared before me Lori Yates, who signed the within instrument and who duly acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing in Lehi
Commission Expires: 9-25-2014

Exhibit A

590370086

