

WHEN RECORDED RETURN TO:

Craig A. Hoggan  
Dart, Adamson & Donovan  
370 E. South Temple, Suite 400  
Salt Lake City, Utah 84111

Ent 338659 Bk 972 Pg 66-69  
Date: 04-AUG-2008 10:58AM  
Fee: \$16.00 Check Filed By: MG  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: HOLE NO 4

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 30<sup>th</sup> day of July, 2008 by and between the Hole No. 4, L.L.C. ,the Turnberry Woods Homeowners Association, (sometimes hereinafter referred to as the "Grantor"), and Heber Light and Power (hereinafter, the "Grantee"). Both Grantor and Grantee hereinafter are individually referred to as "Party" and collectively referred to as "Parties".

**RECITALS**

**WHEREAS**, Hole 4 the developer of certain real property in Wasatch County, Utah, commonly referred to as the Turnberry Woods P.U.D. and the Enclave P.U.D.

**WHEREAS**, Grantee desires an easement across certain real property located within the Turnberry Woods, P.U.D. and the Enclave, P.U.D.

**NOW, THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. **Covenant of Permanent Easement.** Grantors hereby grant to Grantee a perpetual, non-exclusive permanent easement to enter, occupy, and use the real property 5' either side of the centerline legally described in "Exhibit A" attached hereto, to construct, reconstruct, use, operate, maintain, repair, patrol, replace, upgrade, or remove underground conduits, underground 7.2/12.5 kv Distribution lines and pertinent surface mounted equipment, transformers, and associated facilities, ("Improvements") in, under, through, and across such real property ("Permanent Easement").
2. **Ingress and Egress.** Grantee shall have the perpetual right of reasonable ingress and egress in, to, through, over, under, and across the Property for access to and from any roads, highways, streets, alleys, or any other point to the Permanent Easement. Such right shall be perpetual, and Grantors shall not stop, hinder, or impede construction of such additional Improvements or limit the same within the Permanent Easement.
3. **Reasonable Construction and Maintenance.** Grantee shall have the right to construct, reconstruct, use, operate, maintain, repair, replace, upgrade, or remove at any time or from time to time, one or more Improvements and appurtenances thereto within the Permanent Easements as long as said actions are reasonably necessary.
4. **Grantor's Rights Unaffected.** Grantors shall retain the right to make full use of the Property.

5. **Surface Restoration to Land.** Grantee shall replace, repair, or reimburse Grantors for the reasonable cost of the replacement or repair of physical damage to Grantors' Improvements of the Property, whether or not within the Permanent Easement, but only if such damage is caused by Grantee's construction, reconstruction, use, operate, maintenance, repair, replacement, upgrading, or removal of its Improvements. In the construction, reconstruction, use, operate, maintenance, repair, replacement, upgrading, or removal of its Improvements, Grantee shall promptly restore, replace, or repair the surface of the Permanent Easement to as close to its condition immediately prior to such work as may be reasonably possible.
6. **Warranty of Title.** Grantors warrant against all claiming by, through or under it to Grantee that Grantors have the right to Grant the Easement and shall indemnify Grantee from any claims, loss, cost, damage or expense, including attorney's fees and court costs, arising from any breach of the warranty.
7. **Binding Effect.** Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, transfers, agents, and assigns of the Parties.
8. **Severability.** The provisions of this Agreement are severable. Illegality or unenforceability of any provision herein shall not affect the validity or enforceability of the remaining provisions in this Agreement.
9. **Incorporation of Exhibits.** All exhibits described in and attached to this Agreement are herein incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year first above written.

GRANTORS:

HOLE NO. 4, L.L.C.



By: North American Partners, II  
Name: David Dowie  
Title: Manager

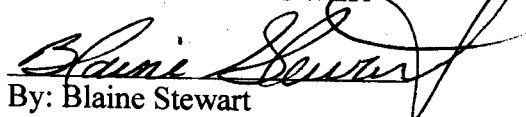
Turnberry Woods HOA



By: David Dowie  
Title: President

GRANTEE:

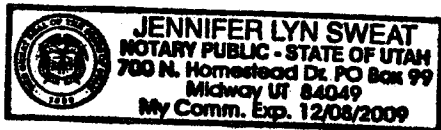
HEBER LIGHT & POWER



By: Blaine Stewart  
Title: General Manager

STATE OF UTAH )  
 : SS.  
 COUNTY OF Wasatch )

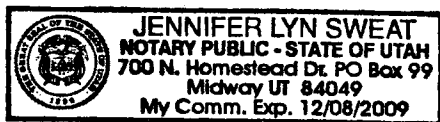
The foregoing instrument was acknowledged before me this 30 day of July, 2008, by Hole 4, LLC, by its manager, North American Partners II, LLC by and through its manager David Dowie, on behalf of the company.



Jennifer Lyn Sweat  
 Notary Public

STATE OF UTAH )  
 : SS.  
 COUNTY OF Wasatch )

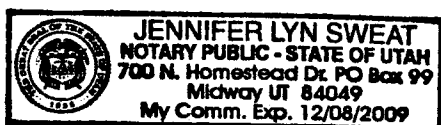
The foregoing instrument was acknowledged before me this 30 day of July, 2008, by Turnberry Woods Homeowners Association, by its President, David Dowie, on behalf of the Association.



Jennifer Lyn Sweat  
 Notary Public

STATE OF UTAH )  
 : SS.  
 COUNTY OF WASATCH )

The foregoing instrument was acknowledged before me this 30 day of July, 2008, by Heber Light and Power by Blaine Stewart, on behalf of the company.



Jennifer Lyn Sweat  
 Notary Public

EXHIBIT A

**POWER-LINE EASEMENT**

BEGINNING AT A POINT WHICH IS NORTH 1296.34 FEET AND WEST 203.81 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 65°57'35" WEST 90.76 FEET; THENCE NORTH 41°18'32" WEST 81.18 FEET; THENCE NORTH 50°22'08" WEST 18.49 FEET; THENCE NORTH 25°55'07" WEST 19.27 FEET; THENCE NORTH 57°48'02" WEST 49.70 FEET; THENCE NORTH 52°30'59" WEST 55.52 FEET; THENCE SOUTH 18°03'33" WEST 12.73 FEET; THENCE SOUTH 06°43'31" EAST 7.39 FEET; THENCE SOUTH 16°14'45" EAST 53.20 FEET; THENCE SOUTH 29°44'43" EAST 17.65 FEET; THENCE SOUTH 23°40'01" EAST 62.39 FEET; THENCE SOUTH 11°21'01" EAST 39.20 FEET; THENCE SOUTH 31°56'01" EAST 33.79 FEET; THENCE SOUTH 21°40'48" EAST 31.09 FEET; THENCE SOUTH 15°55'17" EAST 54.67 FEET; THENCE SOUTH 08°15'54" EAST 49.74 FEET; THENCE SOUTH 13°34'12" WEST 51.58 FEET; THENCE SOUTH 05°27'39" WEST 33.74 FEET; THENCE SOUTH 13°00'08" WEST 33.69 FEET; THENCE SOUTH 35°21'01" WEST 17.94 FEET; THENCE SOUTH 08°23'50" WEST 12.46 FEET; THENCE SOUTH 20°35'12" WEST 21.65 FEET; THENCE SOUTH 41°25'29" WEST 38.86 FEET; THENCE SOUTH 33°38'42" WEST 53.83 FEET; THENCE SOUTH 49°11'19" WEST 31.99 FEET, AND TERMINATING.