

WHEN RECORDED, RETURN TO:
McArthur Homes -07, LC
9962 South Redwood Road
South Jordan, Utah 84095

11610458
4/2/2013 4:48:00 PM \$21.00
Book - 10123 Pg - 8104-8108
Gary W. Ott
Recorder, Salt Lake County, UT
SURETY TITLE
BY: eCASH, DEPUTY - EF 5 P.

TEMPORARY CONSTRUCTION AND PERMANENT UTILITY EASEMENT AGREEMENT

This Temporary Construction and Permanent Utility Easement Agreement (the "Agreement") is entered into by and between McArthur Homes -07, LC ("Grantor") and the Owners of Lots B-TH7-1, B-TH7-2, B-TH7-3 and B-TH7-4, ("Grantees") of the Herriman Towne Center Plat B – Phase 1 Lot B-45, a Subdivision, located in the West Half of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah.

RECITALS

A. Grantor owns of record certain real property located in Salt Lake County, Utah and legally described and filed of record in the Salt Lake County Recorder's Office on July 5, 2012 as Entry No. 11424151.

B. Grantees own of record certain real property located in Salt Lake County, Utah and legally described on the attached and incorporated Exhibit A ("Grantee's Property").

C. Grantor and Grantees are subject to existing easements (the "Master Covenants") regarding the subject property previously executed and filed of record in the Salt Lake County Recorder's Office on August 26, 2010 as Entry No. 11018444.

D. Grantor and Grantees are subject to existing easements as those easements are stated in the Declaration of Covenants, Conditions and Restrictions for the Herriman Towne Center Plat B – Phase 1, Lot B-45 (the "CC&Rs"), specifically Article IV thereto, regarding the subject property previously executed and filed of record in the Salt Lake County Recorder's Office on October 22, 2012 as Entry No. 11497100.

NOW, THEREFORE, for sum of Ten Dollars (\$10.00) to be paid by Grantees to Grantor, Grantor and Grantees covenant and agree as follows:

1. Grant of Easements

1.1 Utility Easement. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantees, their successors and assigns, a permanent, non-exclusive easement (the "Utility Easement") over, under, in, along, across and upon the property described herein solely for the lawful construction, installation, maintenance, operation, repair, replacement and use of underground gas lines and electrical conduit pipe and related underground electrical and cable facilities and other utilities, including junction boxes and related equipment (the "improvements"), and for access to the Utility Easement Area. The Utility Easement area shall

be in a continuous line from the Utility Boxes or Lines and extend approximately five feet outward from the furthest area of construction on the front and rear of the individual Homes.

1.2 Temporary Construction Easement. Grantor, for itself and for its successors and assigns, hereby conveys and grants to Grantees, their successors and assigns, a temporary, non-exclusive easement (the "Temporary Construction Easement") over, under, in, along, across and upon the property for use in the preservation, maintenance and repair of the improvements and other construction purposes reasonably related to the maintenance of the improvements.

2. Terms of Easements.

2.1 Utility Easement. The Utility Easement shall commence on the effective date of this Agreement and shall run with the land and continue in full force and effect thereafter as long as the need for the easement exists.

2.2 Temporary Construction Easement. The Temporary Construction Easement for use and access shall be available upon the effective date of this Agreement and shall automatically terminate and expire upon the date repair and maintenance of the Improvements are completed. The easement may be used periodically for subsequent repairs and maintenance with reasonable notice to the Lot Owners.

3. Use. All right, title and interest in and to any easement area under this Agreement which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to each Grantee, provided, however, that each Grantee shall not erect or maintain any buildings which may cause damage to or interfere with the improvements placed within the Utility Easement Area; or develop, landscape, or beautify any easement area in any way which would unreasonably or materially increase the costs to Grantee of maintaining or repairing the Improvements or restoring any of the Easement Areas after such installation.

4. Construction of Utility Improvements.

4.1 Each Grantee and Owner is responsible for the preservation, maintenance and repair of the electrical conduits lying on or beneath each Lot.

4.2 Use of Private Utility Line Location Company. Prior to any construction by any Owner upon any Lot, the Owner shall consult a reputable Private Utility Line Location Company for the location of the electrical utility easement and constructed Improvements. Owner shall not construct any footing, dig any hole or otherwise disturb the Utility line or conduit. Owner shall be directly responsible for the destruction of the line or conduit and indemnify "downstream" owners for the loss of Utilities caused by failure to observe the conditions and restrictions imposed herein and within the Master Covenants and CC&Rs.

4.3 Costs of Maintenance. Each Grantee shall bear the burden of all costs and expenses of repair and maintenance of the Improvements, and shall pay for the reasonable restoration of Property upon the Grantee's use and the exercise of any easement rights granted under this Agreement.

4.4 Compliance with Laws. Grantee shall maintain and repair the Improvements in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules and regulations of all governing public authorities as those statutes, ordinances, rules and regulations are amended from time to time.

4.5 Restoration. In the event the surface of any easement area is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed at the commencement of such activities. Landscaping shall be of the same type and variety. Any hardscaping, such as a cement patio shall be resurfaced in its entirety, rather than patched. Such restoration is limited to the reasonable costs of restoration.

5. General Provisions.

5.1 Covenants Running with the Land/Assignment. The parties to this Agreement acknowledge and agree that the easements and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns. Without limiting the foregoing, Grantor acknowledges that Grantee's rights under this Agreement are assignable; that Grantee may enter into agreements to sell or otherwise may transfer Grantee's Property, either to affiliates of Grantee or to third parties, and that Grantor hereby consents to Grantee's assignment of all of its right, title and interest and its delegation of all of its obligations created under this Agreement upon any such the sale or transfer and upon any such assignment. Nothing contained in this Section 5.1, however, shall in any way be construed as releasing Grantee's successors and assigns from any obligations created by this Agreement.

5.2 Effective Date. This agreement shall be effective upon the date it is executed by an authorized representative of each signing party.

5.3 Authorized Representative. Each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

5.4 Notices. Any notice permitted or required by this Agreement shall be deemed received, if delivered, when actually received, or, if mailed, on the third day after mailing by registered or certified mail, postage prepaid, to the party's address set forth below their respective signatures to this Agreement, or to such other address designated in writing to the other parties.

5.5 Attorney's Fees. In the event of any dispute between the parties regarding the enforcement or effect of this Agreement, including one subject to arbitration, the non-prevailing party in any such dispute shall pay the prevailing party's reasonable attorney's fees and costs incurred. In the event of arbitration, the fees of the arbitrator and the cost of the arbitration shall be paid by the non-prevailing party. In the event that neither party wholly prevails, the court or arbitrator, as applicable, may apportion the costs or fees as the court or arbitrator deems appropriate.

5.6 Further Cooperation. Each of the signatures to this Agreement agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this agreement.

5.7 Severability. If any provision of this Agreement is held unenforceable, then such provision will be stricken or reformed to effect the purposes of this Agreement. All remaining provisions of this Contract shall remain in full force and effect.

WITNESS, the hand of said Grantor this 2 day of April, 2013.

McArthur Homes -07, LC, a Utah Limited Liability Company

By: McArthur Homes Inc., Its: Manager
By: Dave McArthur Its: Co-President

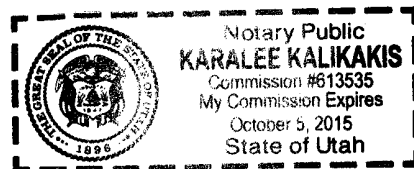
State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 2 day of April, 2013, by Dave McArthur the signer of the foregoing instrument, who being by me duly sworn did say that he is the Co-President of McArthur Homes Inc., the Manager of McArthur Homes -07, LC and Dave McArthur executed the within instrument by authority of it Operating Agreement and said Dave McArthur duly acknowledged to me that he executed the same.

My commission expires: 10/5/2013

Witness my hand and official seal.

Notary Public



**EXHIBIT "A"
LEGAL DESCRIPTION**

All of Lots B-TH7-1, B-TH7-2, B-TH7-3 and B-Th7-4, HERRIMAN TOWNE CENTER PLAT B - PHASE 1 LOT B-45 AMENDED, according to the official plat thereof, filed and recorded in the office of the Salt Lake County Recorder as Entry No. 11424151, Book 2012P in Page 86, State of Utah

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. SURETY TITLE AGENCY hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.