

WHEN RECORDED, RETURN TO:  
Gerald H. Kinghorn  
PARSONS KINGHORN HARRIS  
A Professional Corporation  
111 E. Broadway, 11<sup>th</sup> Floor  
Salt Lake City, Utah 84111

ENT 186055;2003 PG 1 of 7  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Nov 24 1:14 pm FEE 0.00 BY SFS  
RECORDED FOR EAGLE MOUNTAIN CITY

## **POWER LINE AND INTERCONNECTION SWITCHYARD/SUBSTATION EASEMENT**

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, Paul Walker Hardman and Lora M. Hardman, ("Grantors") hereby grant, convey, and transfer unto Eagle Mountain City, a municipal corporation, ("Grantee") whose address is 1680 E. Heritage Drive, Eagle Mountain, Utah 84043, a permanent easement for the construction, operation, maintenance and replacement of an electric power interconnection switchyard substation, power transmission corridor and necessary access thereto, for the operation of a 138kv electrical transmission line, together with all necessary and proper foundation, footings, cross-arms, insulators, wires, cables and other appurtenances, electrical equipment and facilities, customary and incidental to the transmission of electrical power (collectively, the "Power Facilities") on and over the certain parcels of real property specifically described upon Exhibit "A" attached hereto and incorporated herein by reference (the "Easement"). The Easement shall not permit the Grantee to add additional poles, guys or stays, relocate, or enlarge the Power Line without the prior written consent of the Grantors, which shall not be unreasonably delayed or denied.

The Grantors retain the right to use the Power Corridor Easement for all purposes not inconsistent with the installation, operation and maintenance of the Power Line; provided, however, at no time shall Grantors erect any buildings or structures of any kind or place or use or permit any equipment or material, which is contrary to or endangers the operation of the Power Line nor shall the Grantors or their successors in interest enter upon the Easement granted herein for the interconnection switchyard substation. The Grantors shall not light any fires or place or store any flammable materials (other than agricultural crops) on or within the boundaries of the Easement. The Easement shall not permit the Grantee to add municipalities or telecommunications utilities to utilize the Power facilities without the prior written consent of the Grantor, which consent may be granted or retained in the Grantors sole and absolute discretion.

Grantee shall have the right, from time to time, to trim, remove and clear away any and all trees, bushes or any growth, now or hereinafter occurring upon the Easement which in the opinion of the Grantee, may inhibit or impede the proper use and operation of the Power

Facilities. Grantee shall have the right to remove all dangerous trees which are described as any tree that is dead, diseased or leaning, which has a potential to adversely effect the operation of the Power Facilities. Grantee shall be responsible to insure that the Easement and the Power Facilities are maintained and operated in accordance with all applicable federal guidelines, including guidelines pertaining to fire prevention and suppression. Grantee shall be solely responsible for the use of any chemical growth retardant, wood preservatives, or aerosols and hold Grantors harmless from any residual effects, prior to any chemicals or agents being used on the Easement or on facilities constructed on the Easement. Grantors retain the right to review Grantee's use of any chemical agents.

Grantee shall be fully responsible for the clean-up of any hazardous waste, or hazardous materials deposited within the Easement as a result of Grantee's action or the erection, operation or maintenance of the Power Line.

Grantors further grant to Grantee a right-of-way upon the Easement for the limited purpose of providing ingress and egress to the Grantee, it's agents and employees for the limited purposes of installing, maintaining, inspecting, and repairing the Power Facilities. Grantee agrees to restore the surface of the Grantors' property, which may be disturbed as a result of construction, erection, operation and maintenance of the Power Facilities to as near as its original condition as possible. Grantee agrees to pay for all damages to the Grantor's growing crops, pasturage, timber, fence, drainage or structures upon the Grantors' Property, which are proximately caused by the operation of the Power Facilities.

Grantee agrees to hold Grantors harmless from and against any and all causes of action, costs, expenses or damage to the property not compensated for in the purchase of the Easement or injuries to any persons arising from the negligent operation, maintenance, and utilization of the Power Facilities. Grantee shall be fully responsible for the clean-up of any hazardous waste, or hazardous materials deposited within the Easement as a result of Grantee's action or the erection, operation or maintenance of the Power Facilities. Grantee covenants and agrees that it will indemnify and hold the Grantors, their successors, assigns, heirs, executors and members from any and all loss, damage or expense of any kind whatsoever arising out of any claim or claims by third parties whether groundless or not, which may hereafter be made against the Grantors, their successors, assigns, heirs, directly caused by the erection, operation and maintenance of the Power Line or Grantee's use of the rights and privileges conveyed hereunder.

Upon Grantee's abandonment of the Power Facilities, the Grantee, it's successors or assigns shall remove all poles, cables, foundations, etc. associated with the Power Facilities and shall provide Grantors with a recordable release of the Easement within a period of not to exceed thirty (30) days from the date of Grantee's finding of abandonment of the Power Facilities. Grantee agrees to pay for any and all damages to the Grantors' growing crops, pasturage, timber, fence, drainage or structures upon the Grantors' property, which are proximately caused by removal of the Power Facilities.

The terms, conditions and provisions of this Easement shall extend to and be binding

upon the heirs, executives, administrators, personal representatives, successors and assigns of the parties hereto.

In witness thereof, Grantors have executed this instrument this 20 day of November 2003.

Grantors:

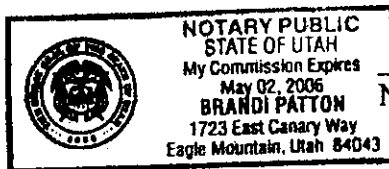
By: Paul Walker Hardman  
Paul Walker Hardman

By: Lora M. Hardman  
Lora M. Hardman

STATE OF UTAH )  
  ) :SS  
COUNTY OF UTAH )

On the 20th day of November, 2003 personally appeared before me, Paul Walker Hardman and Lora M. Hardman, the signers of the above instrument, who duly acknowledged to me that they executed the same as Grantors.

(SEAL)



Brandi Patton  
NOTARY PUBLIC

# **EXHIBIT**

## **A**

PARCEL NO. 7

A 75.00 foot wide Power Line easement being a portion of the Paul Walker Hardman and Lora M. Hardman property. Basis of Bearing for subject parcel being North 00°06'10" West 5330.73 feet (measured) between the Utah County brass cap monuments, monumenting the North-South Quarter Section Line of said Section 35. Subject parcel being more particularly described as followed:

Beginning at a point on the North-South Quarter Section Line of Section 35, said point being North 00°06'10" W 1327.36 feet from the South Quarter Corner of said Section 35 running; thence North 89°37'03" East 580.87 feet along the South line of the Grantors Property; thence North 17°35'33" West 78.59 feet; thence South 89°37'03" West 482.42 feet; thence North 00°06'10" West 55.00 feet; thence South 89°37'03" West 75.00 feet; thence South 00°06'10" East 130.00 feet to the point of beginning.

Contains 45475.01 Sq. Ft. or 1.04 Acres

PARCEL NO. 7A

A parcel of land lying and situate in the NW 1/4 of the SE 1/4 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah. Comprising 1.73 acres out of the W. & E. Hardman Trust Parcel Recorded as Entry No. 103500:2000, of the Utah County Records. Basis of Bearing for subject parcel being North 00°06'10" West 5330.73 feet (measured) between the Utah County brass cap monuments, monumenting the North-South Quarter Section line of said Section 35. Subject parcel being more particularly described as follows:

Beginning at a point being North 00°06'10" West, 1327.36 feet and North 89°37'03" East 580.87 feet from the South Quarter corner of said Section 35, thence North 17°35'33" West 280.32 feet; thence North 72°24'27" East 233.50 feet; thence South 17°35'33" East 352.65 feet to a point on the South line of the NW 1/4 of the SE 1/4 of said Section 35; thence South 89°37'03" West 244.44 feet along said South line to point of beginning.

**SETTLEMENT OF DISPUTED ARBITRATION AWARD  
ACKNOWLEDGMENT OF PAYMENT IN FULL  
AND  
RELEASE OF ALL CLAIMS**

1. **Parties.** The undersigned Claimants, Paul Walker Hardman and Lora M. Hardman, referred to in this Release as the "*Claimants*" hereby acknowledge that Eagle Mountain City has conferred with and negotiated a compromise and settlement of disputed claims as to the value of the property of the Claimants as defined in that certain arbitration award dated September 12, 2003, under the auspices of the Private Property Ombudsman of the State of Utah, and as further described in Paragraph 2 below, between the Claimant and Eagle Mountain City

2. **Claims Subject to Release.** The Claimants acknowledge that under the terms of this Agreement, the Claimants have been paid in full for all losses and damages of every kind and nature claimed by the Claimants for damages to personal property, interests in land and real property arising out of the taking of the Claimants' land by the City or occurring during the course of construction by the City of a 138kv electric power switchyard/substation and transmission line over and through the property of the Claimants in Utah County, Utah

3. **Claims Not Released.** This Release is explicitly limited to the matters stated above and shall not be construed to release the City from any liability which may arise in the future arising out of the use of the Easements occupied by the City for the power switchyard/substation, transmission line and access road.

4. **Release.** Acknowledging the receipt of payment in full for all damages (except for the claims expressly reserved above), the Claimants hereby forever completely release Eagle Mountain City, from all liability from every kind and nature, including loss of property value, property damage, personal property damage, all expenditures of time, effort and third-party expenses and all payments incurred by the Claimants in the past.

5. **Waiver of Further Claims – Reservation of Certain Claims.** Except as explicitly reserved in Paragraph 3 above, the Claimants hereby forever waive any further claims against Eagle Mountain City in consideration for the payments received by it and covenants and agrees not to assert any further claims against Eagle Mountain City

arising out of any matter described in Paragraph 2 above and occurring prior to the date this Release is executed.

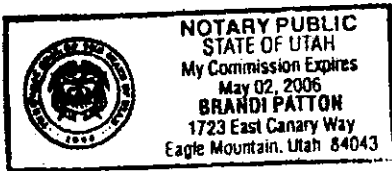
6. **Costs of Claim Prosecution.** The Claimants acknowledge that they shall be responsible for any costs incurred by them in the prosecution of the claims described in Paragraph 2 and released in this instrument and shall have no recourse against Eagle Mountain City, for reimbursement of such costs and expenses.

7. **Voluntary Release.** The Claimants have had an opportunity to independently consult with legal counsel and are satisfied that the compromise and settlement of the claim released by this Agreement against the Eagle Mountain City is in the best interest of the Claimants and have therefore executed this Acknowledgment of Payment, Release of all Claims, Waiver and Covenant not to Sue voluntarily on the date set forth below.

Dated this 20<sup>th</sup> day of November, 2003.

WITNESS:

Brandi Patton



CLAIMANTS:

Paul Walker Hardman  
Paul Walker Hardman

Lora M. Hardman  
Lora M. Hardman