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

COUNTY RECORDER
2003 Oct 31 11:42 am FEE 0.00 BY SS
RECORDED FOR EAGLE MOUNTAIN CITY

POWER LINE EASEMENT

FOR AND IN CONSIDERATION of \$10.00 and other good and valuable consideration the receipt and legal sufficiency of which is hereby acknowledged, the undersigned, Holbrook Farms, L.L.C., a Utah limited liability company, whose address is, 505 East 300 North, Lehi, Utah 84043, ("Grantor") hereby grants, conveys, and transfers unto the City of Eagle Mountain, a Utah corporate sole, ("Grantee") whose address is 1680 E. Heritage Drive, Eagle Mountain, Utah 84043, it's successors or assigns, a permanent power line easement, 75 feet in width for the purpose of constructing, operating, maintaining and replacing a 138 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 Line") on and over that certain parcel of real property more specifically described upon Exhibit "A" attached hereto and incorporated herein by reference (the "Easement"). The Easement is granted for the limited purpose of permitting the Grantee to construct, operate and maintain a 138 kilovolt electrical transmission line consisting of single wooden power poles and associated cross-arms and insulators at the locations generally set forth upon the site plan attached hereto and incorporated herein by reference as Exhibit "B" (the "Site Plan"). The Easement shall not permit the Grantee to add additional poles, guys or stays, relocate, or enlarge the Power Line or to permit other municipalities or telecommunication utilities or entities to utilize the Easement or the Power Line without the prior written consent of the Grantor, which consent may be granted or retained in the Grantor's sole and absolute discretion. Grantor shall retain the right to use the Easement for all purposes not inconsistent with the installation, operation and maintenance of the Power Line; provided, however, at no time shall Grantor 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. The Grantor shall not light any fires or place or store any flammable materials (other than agricultural crops) on or within the boundaries of the Easement. Grantee shall have the right, from time to time, to trim, remove and clear away any and all trees, brushes 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 Line. Grantee shall have the right to remove all danger 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 Line. Grantee shall be responsible to insure that the Easement and the Power Line are maintained and operated in accordance with all applicable federal guidelines, including guidelines pertaining to fire prevention and suppression.

Grantor further grants 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 lines. Grantee agrees to restore the surface of the Grantor's property, which may be disturbed as a result of construction, erection, operation and maintenance of the Power Line 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 Grantor's Property, which are proximately caused by the operation of the Power Lines.

Grantee agrees to hold Grantor harmless from and against any and all causes of action, cost, expenses or damage to the property or injuries to any persons directly caused by the erection, operation, maintenance, and utilization of the Power Line located both within and outside of the Easement. Grantee covenants and agrees that it will indemnify and hold the Grantor, it's 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 Grantor, it's 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. 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.

Upon Grantee's abandonment of the Power Line, the Grantee, it's successors or assigns shall remove all poles, cables, foundations, etc. associated with the Power Line and shall provide Grantor with a recordable release of the Easement with a period of not to exceed thirty (30) days from the date of Grantee's abandonment of the Power Line.

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, Grantor has executed this instrument this 20 day of 00, 2003.

Holbrook Farms, L.L.C.
Stephen G. Holbrook
Managing Member

STATE OF UTA	H)			
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COUNTY OF 1	utah)			
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· · · · · · · · · · · · · · · · · · ·				· •	ly appeared before
me Stephen G. H	olbrook, Mar	naging Member of	Holbrook Farm	s, L.L.C., the	signer of the above
instrument, who	duly acknowl	edged to me that h	e executed the s	same.	
	•				
(CEAL)		NOTARY PUBLIC	·	The contract of	21/10
(SEAL)		AARON DICKEY	7 (010	V- CA	
	EVEND	99 W MAIN ST	NOTARY I	OBLIC	
	M	Lehi UT 84043 y Commission Expires April 7, 2	₂₀₀₇		
		State of Utah			
•					

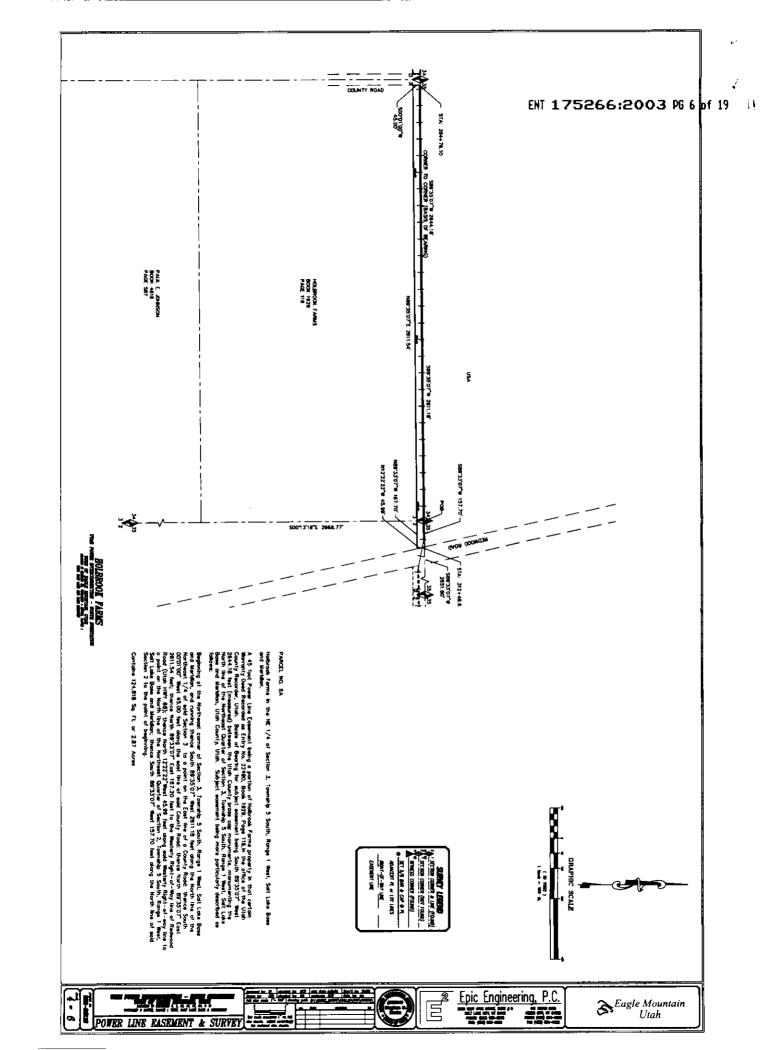
EXHIBIT A

SOUTHB9'34'59"WEST 2634.65'
34 CORNER TO CORNER (BASIS OF BEARING) EXISTING EASEMENT "philit A N04'48'26"E 841.98" -N89*36'08*E N84'34'59"E 560.10" S89"34"59"W 1292.92" HOLBROOK FARMS BOOK 1929 PAGE 116-120 NATIONAL GUARD COLLINS BROS. OIL CO. BOOK 1392 PAGE 490-491 N89'34'59"E 685.79" N00"01"00"E 45.00" COUNTY ROAD (i) ENT 175266:2003 PG 5 of 19 Holkrook forms in the NW Quarter of Section 3, Township 5 South, Range 1 West, Soit Lake Base and Meridian. PARCEL NO. 6 jening on the North Section line of the Northwest Quarter of Section 3. Township 5 South, go 1 West, Set Lade Bose and Merddon, Unit County, Unit, at a point South 873-1/58" in 33.00 Yest from the North Quarter Corner of lead Section 5, and on the West Right-of-Way of a County Road and running, theree South 8673-1/58" West 1922-12 fest arranged Head Head of Section 3 to a point on the Sealery line of that certain Power Line seament Recorded as 1785. Page 208, in the office of the Unit County Recorder, Unit, thence fellowing Inc (2) costs doing the County Power of add Press Unit Casament (1) South 1935, Page 208, in the office of the Unit County Recorder, Unit, thence fellowing Inc (2) costs doing the Casalery line of add Press Unit Casament (1) South 1935, Page 208, in the office of the Unit County Inc. (2) South D448-26" West 585,89 feet to a point on the south line of STORM COMES (MS (SUMO)

WHEES COMES (SUMO)

ST 5/8 BM & CAP B N.

ADJICTAT N. W (0) UNES MINT-OF-BUT LINE Epic Engineering, P.C. Eagle Mountain Utah POVER LINE EASEMENT & SURVEY



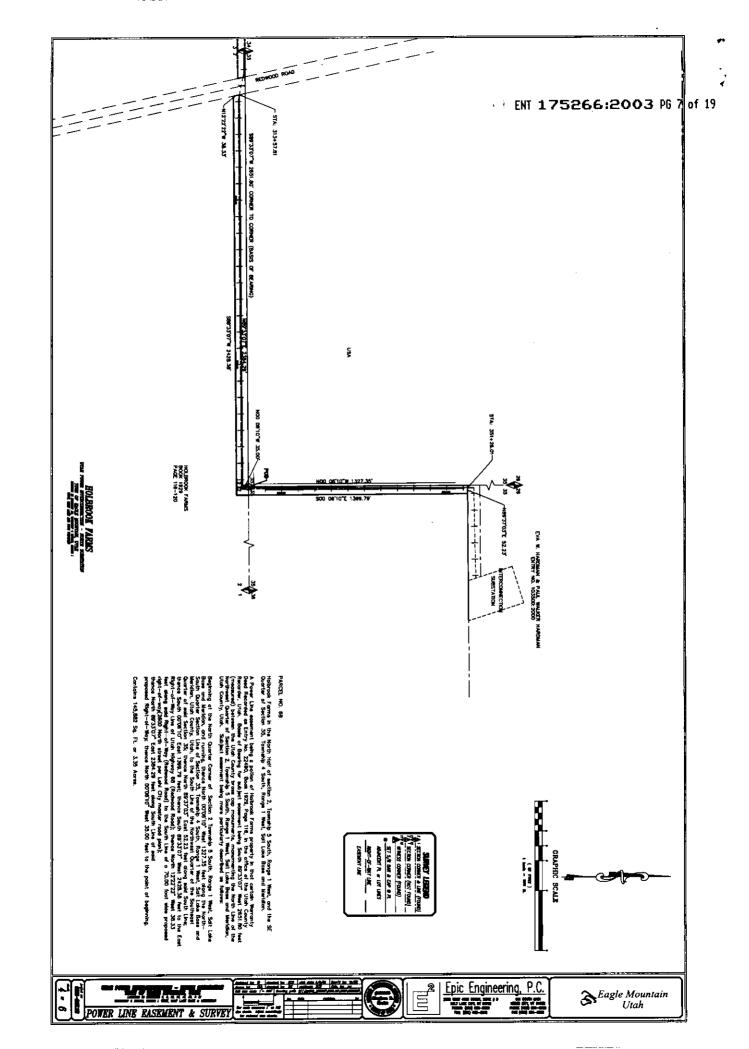
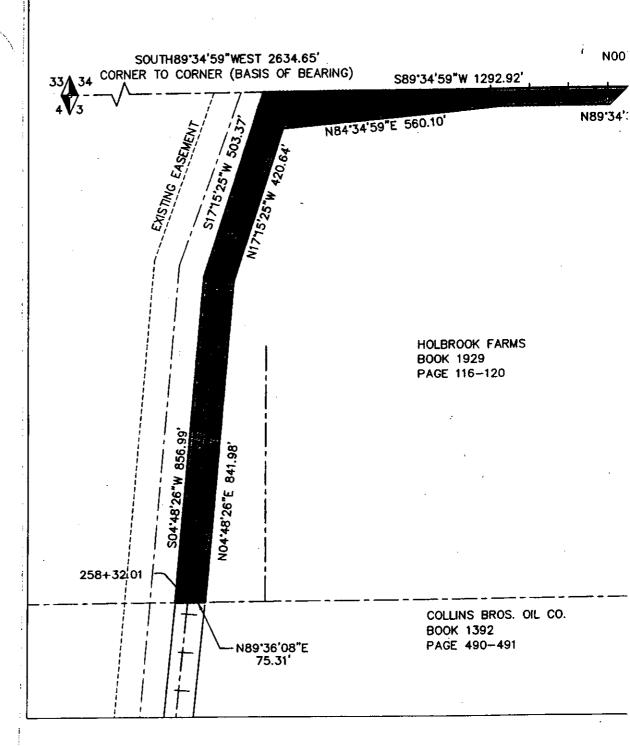
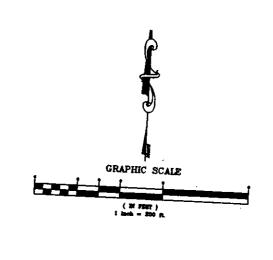


EXHIBIT B

NATIONAL GUARD





neering.

1[]

SURVEY LEGEND SECTION CORNER & LINE (FOUND) SECTION CORNER (NOT FOUND) WINESS CORNER (FOUND) SET 5/8 BAR & CAP @ PL ADJICENT PL OF LOT LINES RIGHT-OF-WAY LINE EASEMENT LINE

PARCEL NO. 6.

Holbrook Farms in the NW Quarter of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

A Power line easement being a portion of Holbrook Forms Property in that certain Warranty Deed Recorded as Entry No. 22490, Book 1929, Page 118 in the affice of he Utah County (Recorder, Utah. Basis of Bearing for subject easement being South 89°34′59″ West 2634.65 feet (measured) between the Utah County brass cap monuments, monumenting the North line of the Northwest Quarter of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah. Subject easement being more particularly described as follows:

Beginning on the North Section line of the Northwest Quarter of Section 3, Township 5 South, Range 1 West, Saft Lake Base and Meridian, Utah County, Utah, at a point South 8734/59" Kest 33.00 feet from the North Quarter Corner of sold Section 3, and on the West Right—of-Way line of a County Road and running, thence South 89'34/59" West 1292.92 feet along said North Entry No. 46150, Book 1795, Page 208, in the office of the Utah County Recarder, Utah; thence The Following two (2) calls along the Easterly line of sold Power Line easement Recarded as the following two (2) calls along the Easterly line of sold Power Line Easement, (1) South the Northwest Quarter of the Northwest Quarter of sold Section 3; thence North 89'36'08" East 17'15'25" East 420.84 feet; thence North 84'34'59" East 560.10 feet; thence North 89'34'59" East 585.79 feet to a point on the West Right—of—Way line of sold County Road; thence North 00'01'00" East 45.00 feet doing sold West Right—of—Way line of sold County Road; thence North 00'01'00"

HOLBROOK FARMS

POB -

S1

ROAD

COUNTY

)"E 45.00'-

685.79

ENT 175266:2003 PG 10 of 19

STA: 351+26.01-

USA

STA: 313+57.81

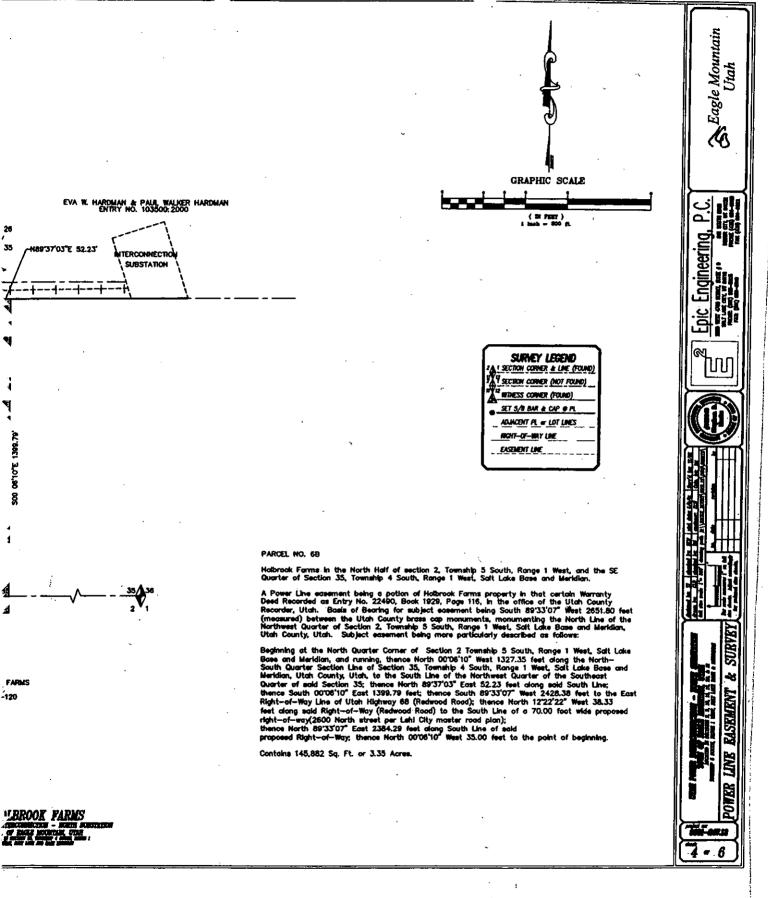
99'33'07"W 2651.80' CORNER TO CORNER (BASIS OF BEARING)

NOO 06'10"W 35.00"

-N12'22'22'W 38.33'

S89'35'07'W 2428.38'

.



S89'33'07'W 2841.18'

S89'33'07'W 2841.18'

S89'33'07'W 2841.18'

S89'33'07'W 2811.18'

S89'33'07'W 2811.18'

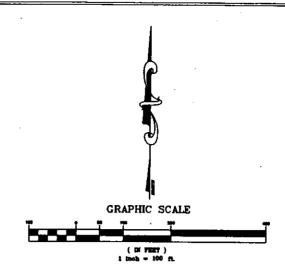
S89'33'07'W 2811.18'

S89'33'07'W 2811.18'

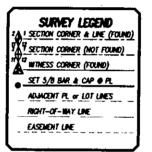
N89'33'07'W 187.70'

N89'35'07'W 187.70'

N8



ENT 175266:2003 PG 14 of 19



PARCEL NO. 6A

Holbrook Farms in the NE 1/4 of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian.

A 45 foot Power Line Easement being a portion of Holbrook Forms property in that certain Warranty Deed Recorded as Entry No. 22490, Book 1929, Page 118,in the office of the Utah County Recorder, Utah. Basis of Bearing for subject easement being South 89'35'07" West 2644.18 feet (measured) between the Utah County brass cap monuments, monumenting the North line of the Northeast Quarter of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah. Subject easement being more particularly described as follows:

Beginning at the Northeast corner of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89'35'07" West 2611.18 feet along the North line of the Northeast 1/4 of said Section 3 to a point on the East line of a County Road: thence South 00'01'00" West 45.00 feet along the east line of said County Road: thence North 89'35'07" East 2611.54 feet; thence North 89'33'07" East 167.20 feet to the Westerly Right-of-Way line of Redwood Road (Utah HWY 68); thence North 12"22'22"West 45.99 feet along said Westerly Right-of-way line to a point on the North line of the Northwest Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89'33'07" West 157.70 feet along the North line of said Section 2 to the point of beginning.

Contains 124,818 Sq. Ft. or 2.87 Acres

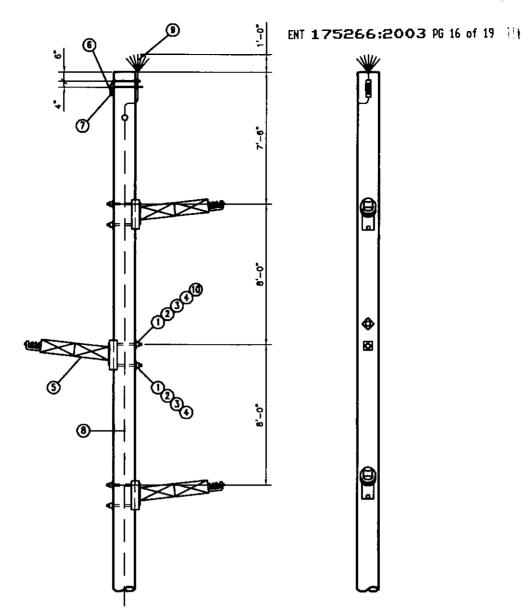
HOLBROOK FARMS
OVER INTERCONNECTION - NORTH SUBSTITION
TOTAL OF EAGLE MODERNING THAN

REDWOOD

STA: 312+48.6 -- S89'33'07"W 2651.80'

Eagle Mountain ۵ 1699

EXHIBIT B



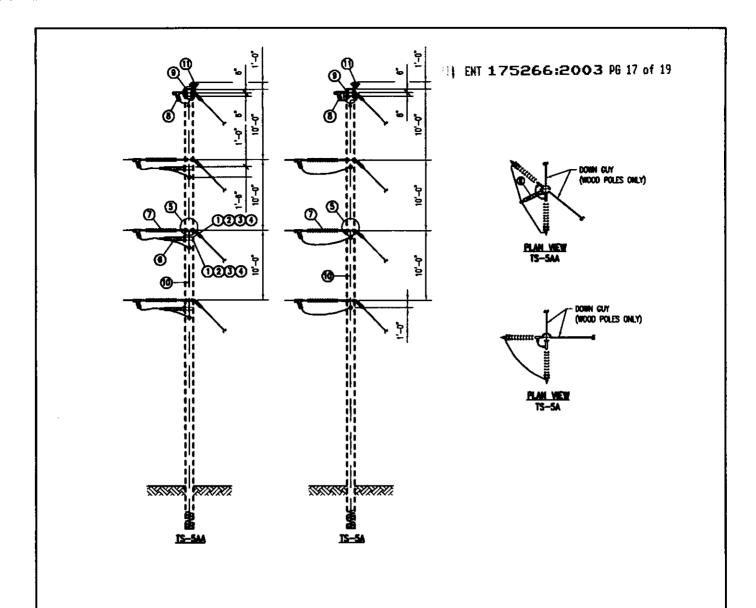
NOTES

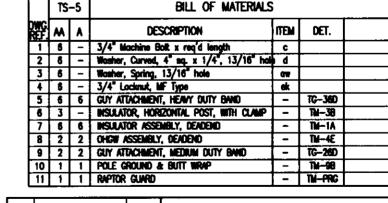
- 1. METAL SHIMS SHOULD BE USED TO ADJUST POST INSULATORS WHEN BRACKETS ARE LOCATED ON UNEVEN POLE SURFACES.
- 2. STRENGTH LIMITATIONS OF HORIZONTAL POSTS:
 A. MAXIMUM DESIGN CANTILEVER LOAD -----1,520 LBS.
 B. ROUTINE TENSION LOAD-----2,500 LBS.
- 3. FOR STRENGTH LIMITATIONS OF OVERHEAD GROUND WIRE SUPPORT ASSEMBLY. SEE TM-6.

Page 1 of Exhibit B to Holbrook Power Line Easement

BILL OF MATERIALS					
Wi.	QTY.	DESCRIPTION	(TEM	DET.	
1	6	7/8" MACHINE BOLT x REQ"D. LENGTH	c		_
2	6	WISHER, CURNED, 4" SQ. x 1/4", 15/16" HOLE	- a		
3	6	WISHER, SPRING, 15/16" HOLE	aw		
4	6	7/8" LOCIOIUT, MF TYPE	ek		
5	3	138K/ INSULATOR, HORIZONTAL POST, WITH CLAMP	T-	TM-38	
6	1	CHOW SUPPORT ASSEMBLY		TM-68	
7	1	OHOW ASSEMBLY, TANGENT CLAMP	T -	TM-4A	
8	1	POLE GROUND AND BUTT WARP	 -	TM-98	
9	1	RIFTOR CURBO	 -	TM-PRG	
10	3	BONDING CLIP, 7/8° BOLT	-		

			TOWN	OF EAGLE	MOUNTAIN
1	AS-BUILT	6/02	UTAH F	POWER INTE	RCONNECTION
NO.	REVISION	DATE		· .1	· · · · · · · · · · · · · · · · · · ·
Julienmendein Consessor Braftenieum Expineers, Jur.			138kV TRANSMISSION LINE 138kV TANGENT LINE POST		
	**** ********************************		SCALE:	DATE PLOTTED:	DRAWN BY: JS
-	-		NTS	02/20/01	TP-138





BILL OF MATERIALS

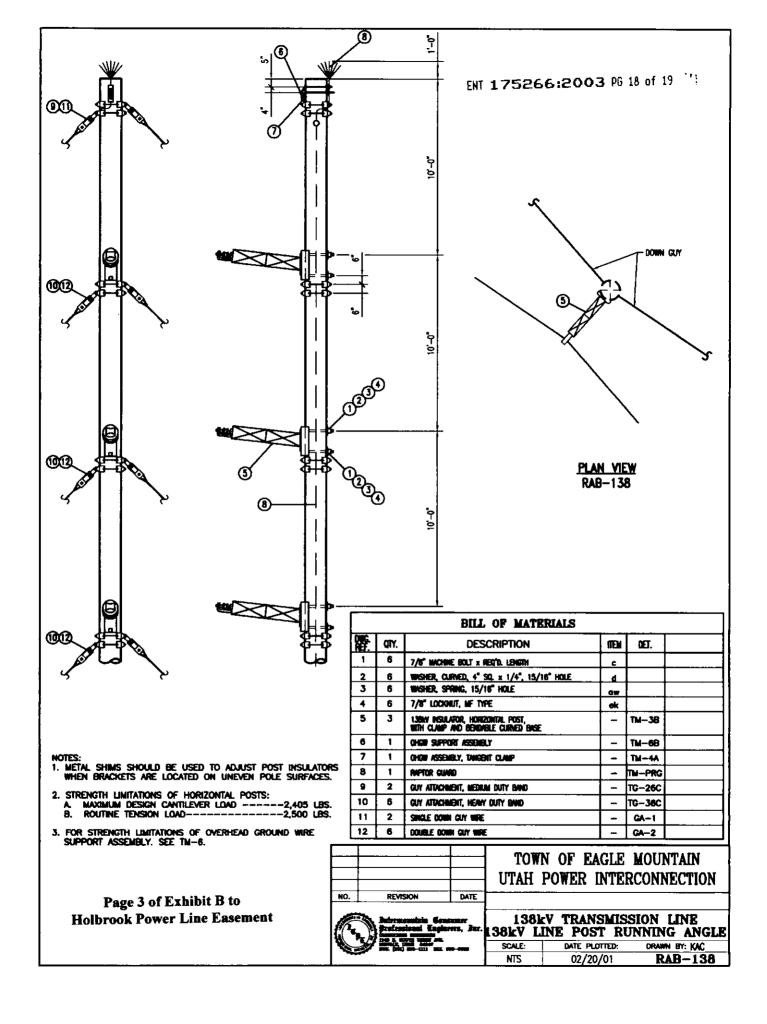
1. METAL SHING SHALL BE USED TO ADJUST POST INSULATORS
WHEN BRACKETS ARE LOCATED ON UNEVEN POLE SURFACES. MORNUM LINE MIGLE FOR 15-544 IS 40 DEGREES. MORNUM LINE ANGLE FOR 15-54 IS 90 DEGREES.

REMOVED NOTE 06/06/01

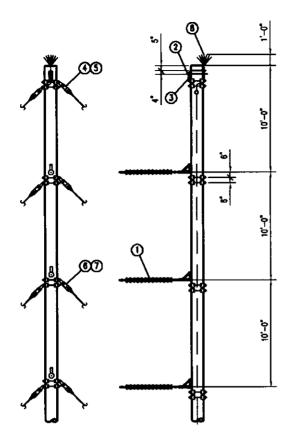
TOWN OF EAGLE MOUNTAIN UTAH POWER INTERCONNECTION

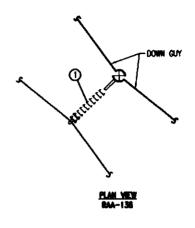
138kV TRANSMISSION LINE 138kV VERTICAL DOUBLE DEADEND

DRAWN BY: JSI SCALE: DATE PLOTTED: TS-5A/5AA 02/20/01 NTS



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DWC REF. QTY ITEM DET. DESCRIPTION 3 INSULATOR ASSEMBLY, DEADEND TM-2 2 1 OHGW SUPPORT ASSEMBLY TM-68 3 1 OHGW ASSEMBLY, TANGENT CLAMP TM-4A 4 2 GUY ATTACHMENT, MEDIUM DUTY BAND TG-26C 5 2 SINGLE DOWN GUY GA-1 6 DOUBLE DOWN GUY GA-2 7 6 GUY ATTACHMENT, HEAVY DUTY BAND TG-36C 8 1 RAPTOR GUARD TM-PRG

BILL OF MATERIALS

NOTES: 1. MINIMUM LINE ANGLE FOR RAA-138 IS 10 DEGREES. MAXIMUM LINE ANGLE FOR RAA-138 IS 30 DEGREES.

Page 4 of Exhibit B to **Holbrook Power Line Easement**

				N OF EAGLE POWER INTER	
NO.	REVISION	DATE			
Judermountain Consumer Professional Engineers, Inc.			138kV TRANSMISSION LINE 138kV SUSPENSION RUNNING ANGLE		
י אמו			SCALE:	DATE PLOTTED:	DRAWN BY: KAC