

WHEN RECORDED, RETURN TO:

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

ENT 175266:2003 PG 1 of 19
RANDALL A. COVINGTON
UTAH 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, 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 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.

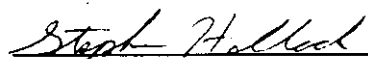
Grantor further grants to Grantee a right-of-way upon the Easement for the limited purpose of providing ingress and egress to the Grantee, it's agents and employees for the limited purposes of installing, maintaining, inspecting, and repairing the power lines. Grantee agrees to restore the surface of 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.

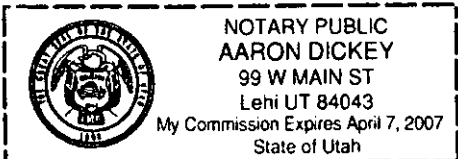
In witness thereof, Grantor has executed this instrument this 20 day of OCT, 2003.



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

STATE OF UTAH)
 :SS
COUNTY OF Utah)

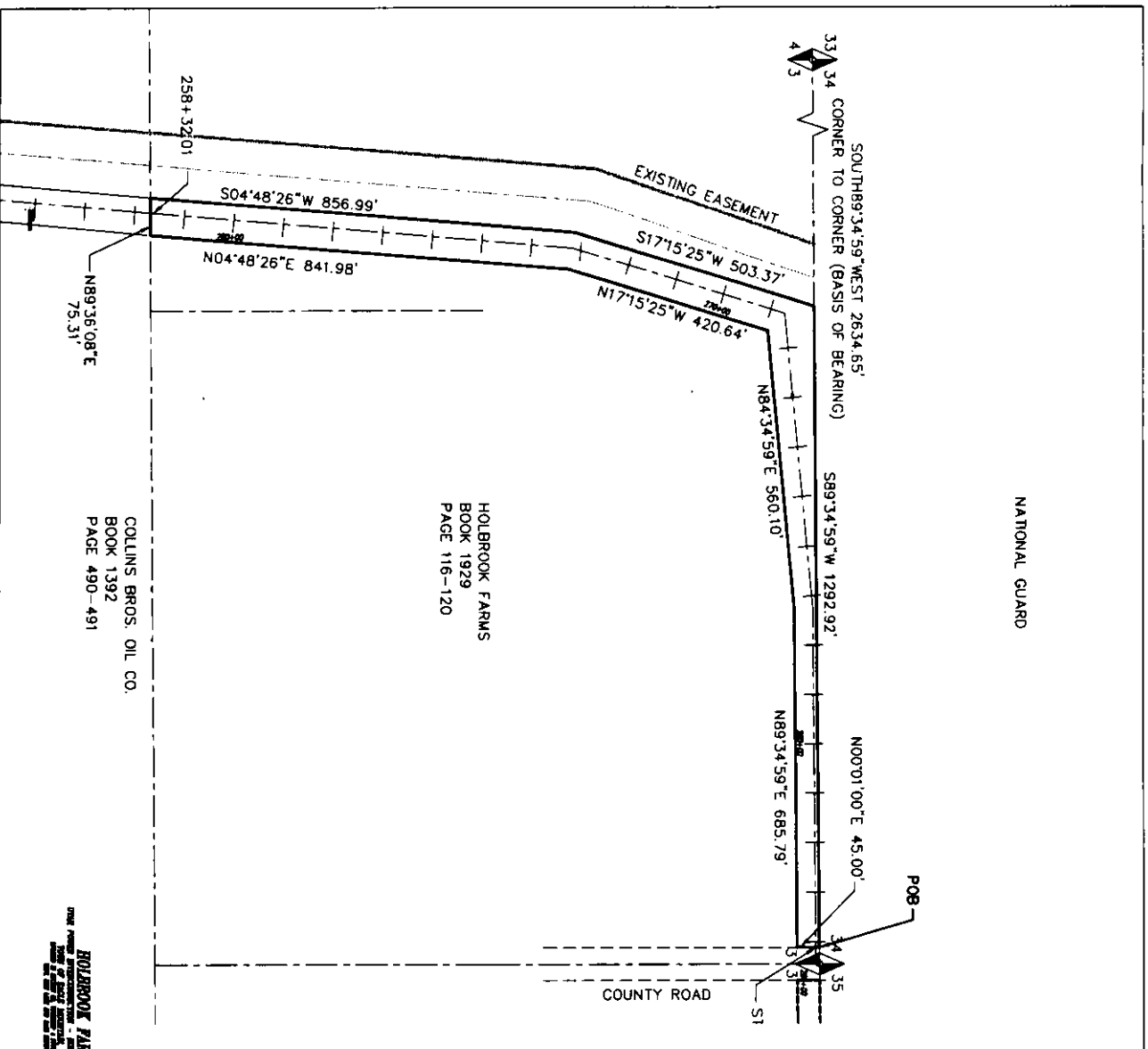
On the 20 day of October, 2003, personally appeared before me Stephen G. Holbrook, Managing Member of Holbrook Farms, L.L.C., the signer of the above instrument, who duly acknowledged to me that he executed the same.

(SEAL)  Aaron Dickey
NOTARY PUBLIC

The seal is a rectangular stamp with a dashed border. On the left is a circular emblem with an eagle and the text 'THE GREAT SEAL OF THE STATE OF UTAH 1896'. To the right of the emblem, the text reads: 'NOTARY PUBLIC', 'AARON DICKEY', '99 W MAIN ST', 'Lehi UT 84043', 'My Commission Expires April 7, 2007', and 'State of Utah'.

EXHIBIT A

Exhibit A



ENT 175266:2003 PG 5 of 19

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 Farms Property in that certain warranty deed recorded on Entry No. 22505, Book 1929, Page 116 in the office of the Utah County Clerk (measured) between the Utah County brass cap monument monumenting the north line of the Northwest 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:

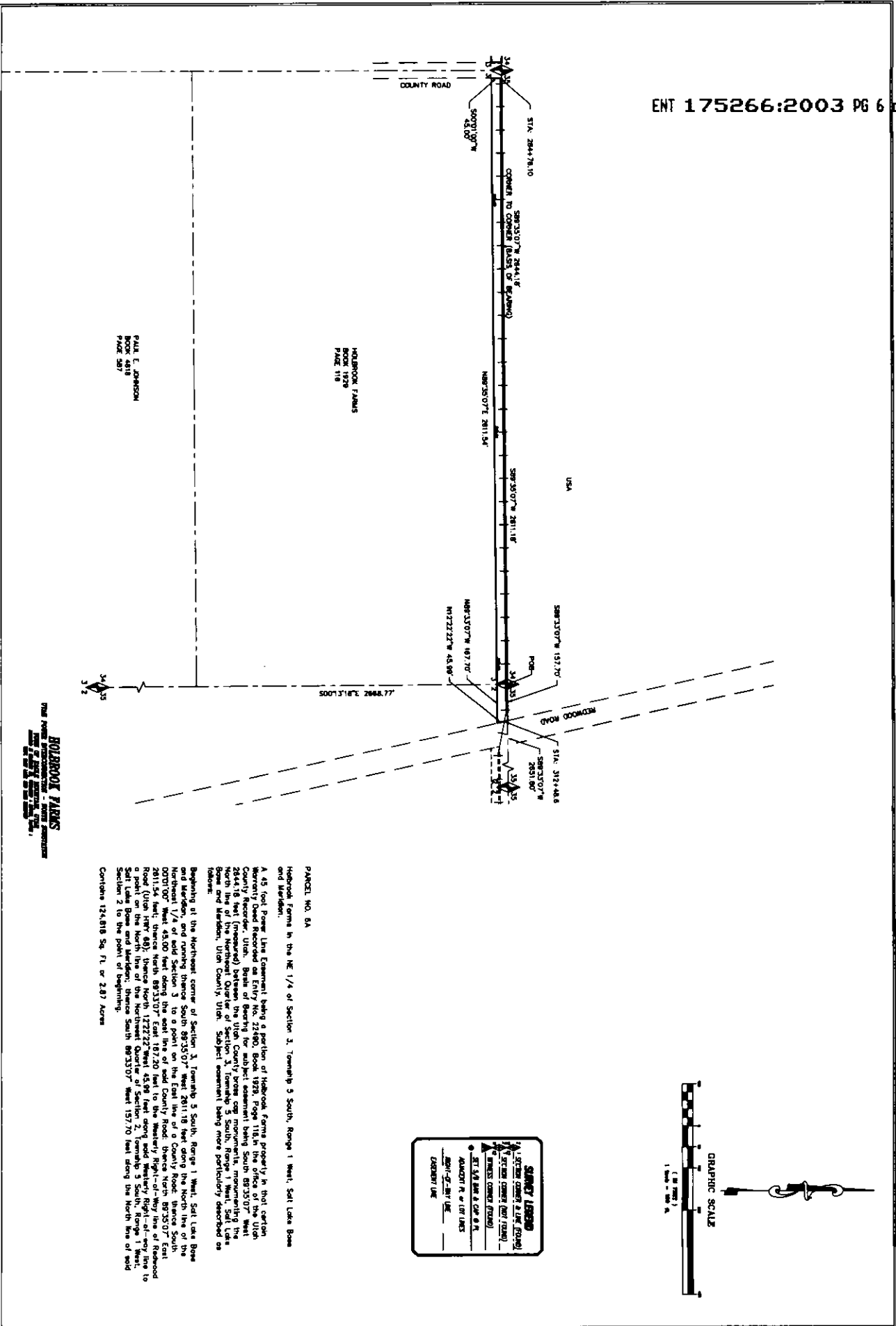
Beginning on the North Section line of the Northwest Quarter of Section 3, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, at a point South 89°34'59\"/>

GRAPHIC SCALE
 1" = 100.00'

SURVEY LOGS
 1. COLLINS BROS. & CO. (1992)
 2. HOLBROOK FARMS (1929)
 3. HOLBROOK FARMS (1929)
 4. HOLBROOK FARMS (1929)
 5. HOLBROOK FARMS (1929)
 6. HOLBROOK FARMS (1929)
 7. HOLBROOK FARMS (1929)
 8. HOLBROOK FARMS (1929)
 9. HOLBROOK FARMS (1929)
 10. HOLBROOK FARMS (1929)

POWER LINE EASEMENT & SURVEY

Epic Engineering, P.C.
 Eagle Mountain Utah



GLEN E. JOHNSON
BOOK 1929
PAGE 118

HOLBROOK FARMS
BOOK 1929
PAGE 118

HOLBROOK FARMS
PLAT NO. 5A
SUBJECT TO THE EASEMENTS AND RESTRICTIONS SHOWN THEREON

34°35'
3/2

PANCEL NO. 5A

Holbrook Farms is the NE 1/4 of Section 3, Township 5 South, Range 1 West, Salt Lake Basin and Meridian. A 45 foot Power Line Easement being a portion of Holbrook Farms property in that certain Meritry Deed Recorded as Entry No. 22480, Book 1929, Page 118, in the office of the Utah County Recorder, Utah. Beas of bearing for subject easement being South 89°35'07" East 45.00 feet (measured) between the Utah County Survey corner monumenting 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 2811.54 feet; thence North 89°35'07" East 197.20 feet to the Westerly Right-of-Way line of Redwood Road; (Utah 1947 68); thence North 17°22'22" West 45.00 feet along said Westerly Right-of-Way line to the intersection of said County Survey corner monumenting the Northeast 1/4 of said Section 3 to a point on the East line of Redwood Road; thence South 89°35'07" West 1571.70 feet along the North line of said Section 2 to the point of beginning.

Contains 124,818 Sq. Ft. or 2.87 Acres

SUNNY LESBERG
REGISTERED SURVEYOR
1/4 SECTION CORNER & LINE (FOUND)
1/4 SECTION CORNER (NOT FOUND)
1/4 SECTION CORNER (NOT FOUND)
1/4 SECTION CORNER (NOT FOUND)
ST. 5/8 IN. & COP. & P. N.
RANGE 1 W. OF 107 LINES
TOWNSHIP 5 S. N. 1/2
COUNTY ROAD
EASEMENT LINE

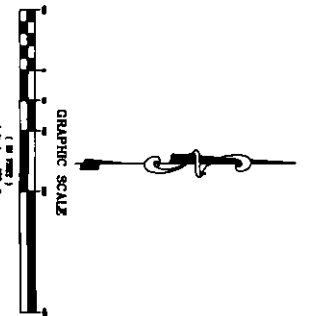


EXHIBIT B

NATIONAL GUARD

33 34
4 3
SOUTH 89°34'59" WEST 2634.65'
CORNER TO CORNER (BASIS OF BEARING)
S89°34'59"W 1292.92'
N89°34'

EXISTING EASEMENT

S17°15'25"W 503.37'

N17°15'25"W 420.64'

N84°34'59"E 560.10'

HOLBROOK FARMS
BOOK 1929
PAGE 116-120

S04°48'26"W 856.99'

N04°48'26"E 841.98'

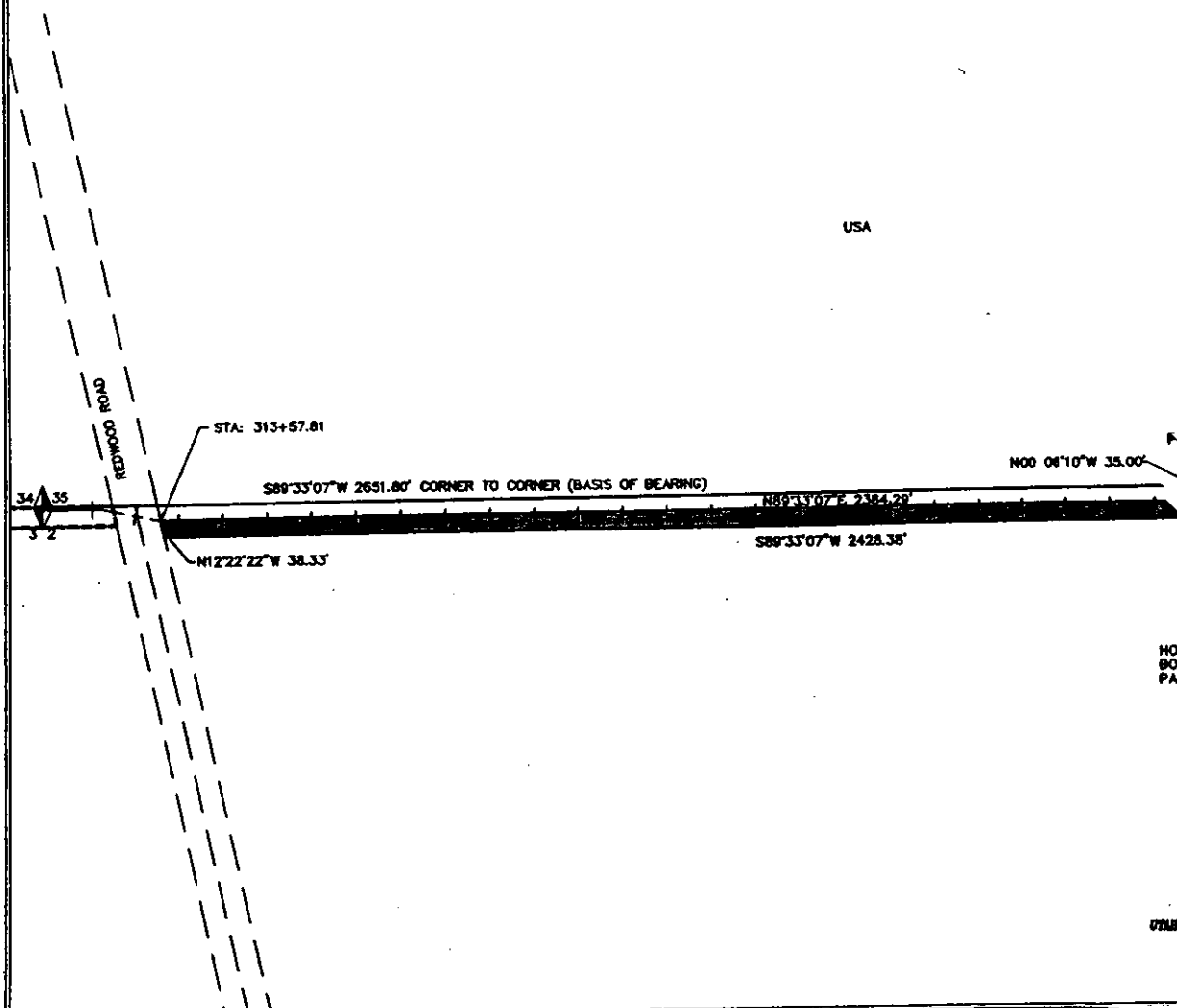
258+32.01

N89°36'08"E
75.31'

COLLINS BROS. OIL CO.
BOOK 1392
PAGE 490-491

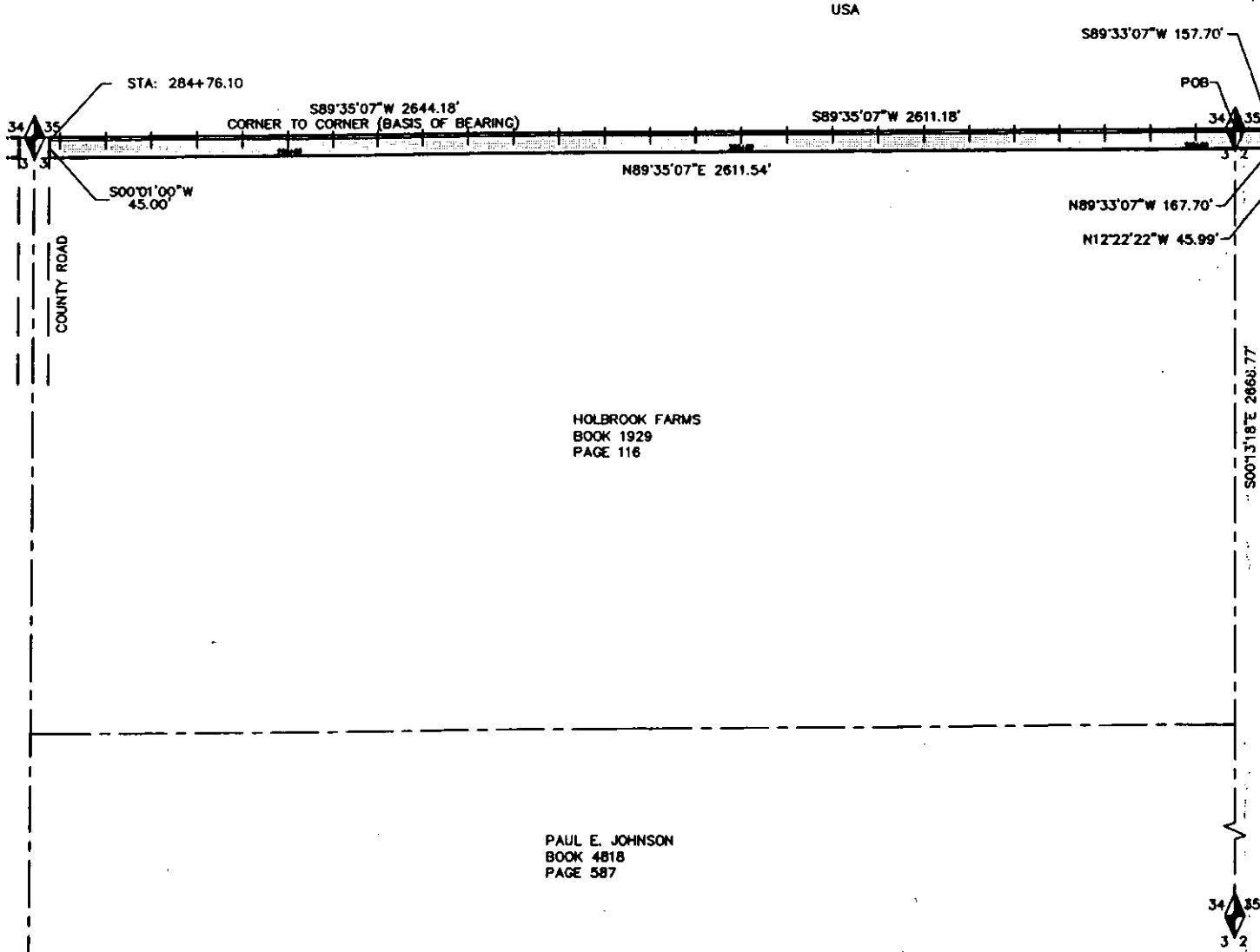
STA: 351+26.01

USA



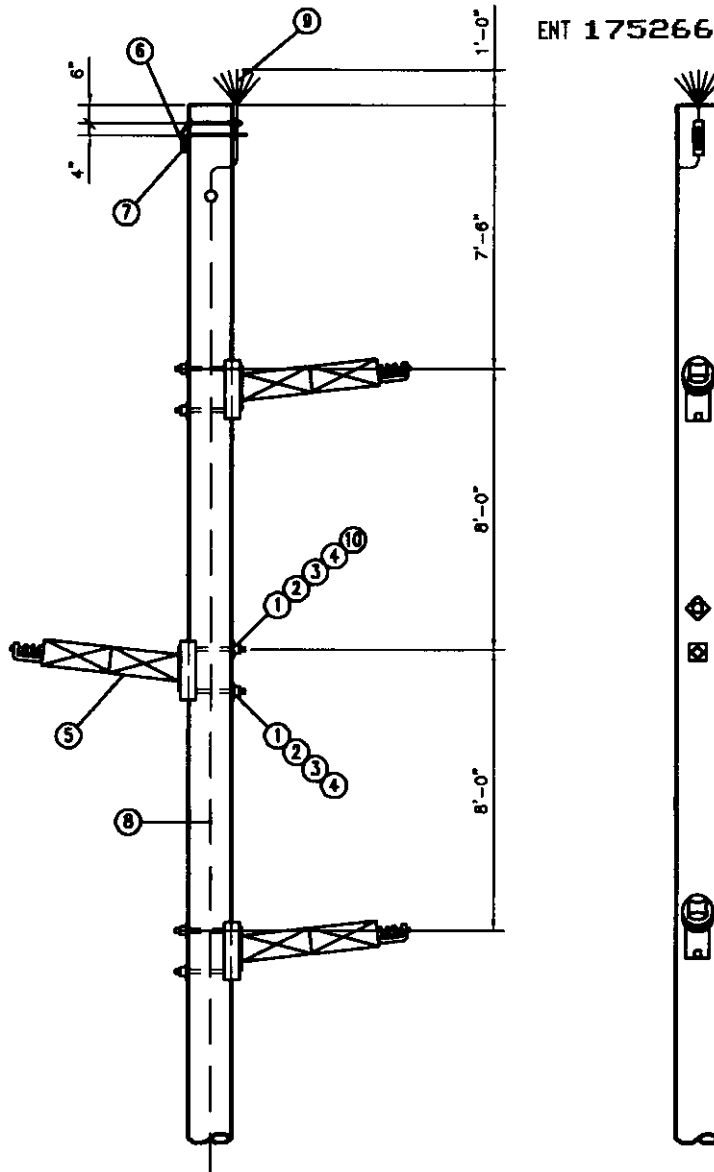
NO
BO
PAK

UTM



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.

BILL OF MATERIALS				
QTY.	DESCRIPTION	ITEM	DET.	
1	7/8" MACHINE BOLT x REQ'D. LENGTH	c		
2	WASHER, CURVED, 4" SQ. x 1/4", 15/16" HOLE	d		
3	WASHER, SPRING, 15/16" HOLE	ew		
4	7/8" LOCKWASHER, MF TYPE	ek		
5	138kV INSULATOR, HORIZONTAL POST, WITH CLAMP	-	TM-3B	
6	CHOW SUPPORT ASSEMBLY	-	TM-6B	
7	CHOW ASSEMBLY, TANGENT CLAMP	-	TM-4A	
8	POLE GROUND AND BUTT WRAP	-	TM-9B	
9	BURST CLAMP	-	TM-PRC	
10	BONDING CLIP, 7/8" BOLT	-		

Page 1 of Exhibit B to
Holbrook Power Line Easement

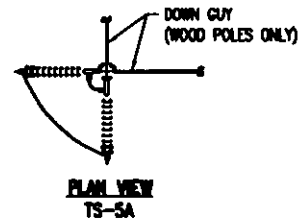
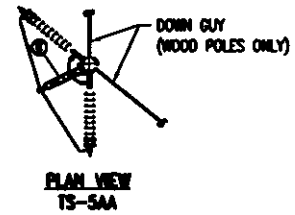
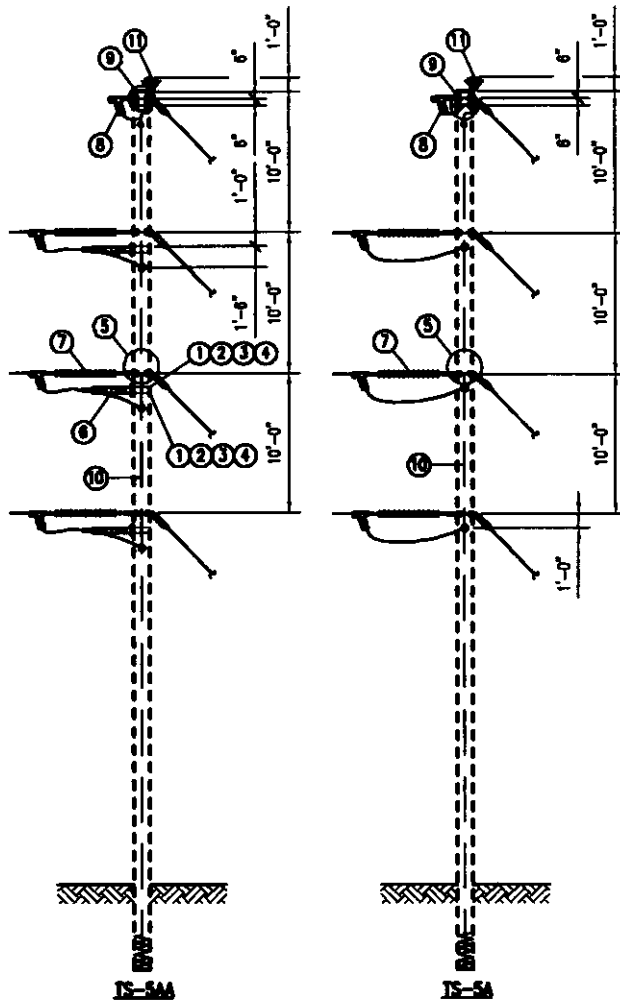
1	AS-BUILT	6/02
NO.	REVISION	DATE


 John M. Gussner
 Professional Engineer, Inc.
 202 N. 2000 West
 Salt Lake City, UT 84119

**TOWN OF EAGLE MOUNTAIN
UTAH POWER INTERCONNECTION**

**138kV TRANSMISSION LINE
198kV TANGENT LINE POST**

SCALE: NTS DATE PLOTTED: 02/20/01 DRAWN BY: JSJ
TP-138



DWG REF		TS-5		BILL OF MATERIALS		
AA	A	DESCRIPTION	ITEM	DET.		
1	8	- 3/4" Machine Bolt x req'd length	c			
2	8	- Washer, Curved, 4" sq. x 1/4", 13/16" hole	d			
3	8	- Washer, Spring, 13/16" hole	ew			
4	8	- 3/4" Locknut, MF Type	ek			
5	6	6 GUY ATTACHMENT, HEAVY DUTY BAND	-	TC-36D		
6	3	- INSULATOR, HORIZONTAL POST, WITH CLAMP	-	TM-3B		
7	6	6 INSULATOR ASSEMBLY, DEADEND	-	TM-1A		
8	2	2 OHGW ASSEMBLY, DEADEND	-	TM-4E		
9	2	2 GUY ATTACHMENT, MEDIUM DUTY BAND	-	TC-28D		
10	1	1 POLE GROUND & BUTT WRAP	-	TM-9B		
11	1	1 RAPTOR GUARD	-	TM-PRG		

NOTES:

- METAL SHIMS SHALL BE USED TO ADJUST POST INSULATORS WHEN BRACKETS ARE LOCATED ON UNEVEN POLE SURFACES.
- MINIMUM LINE ANGLE FOR TS-5AA IS 40 DEGREES. MAXIMUM LINE ANGLE FOR TS-5A IS 90 DEGREES.

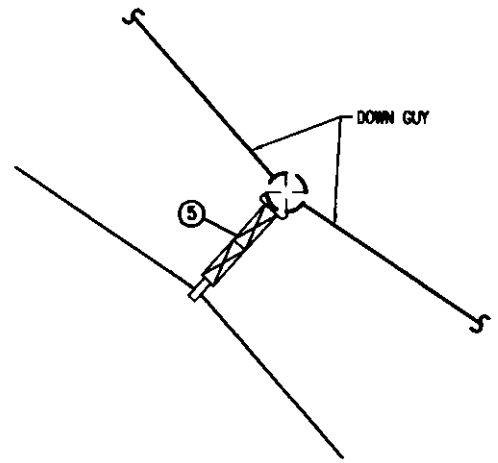
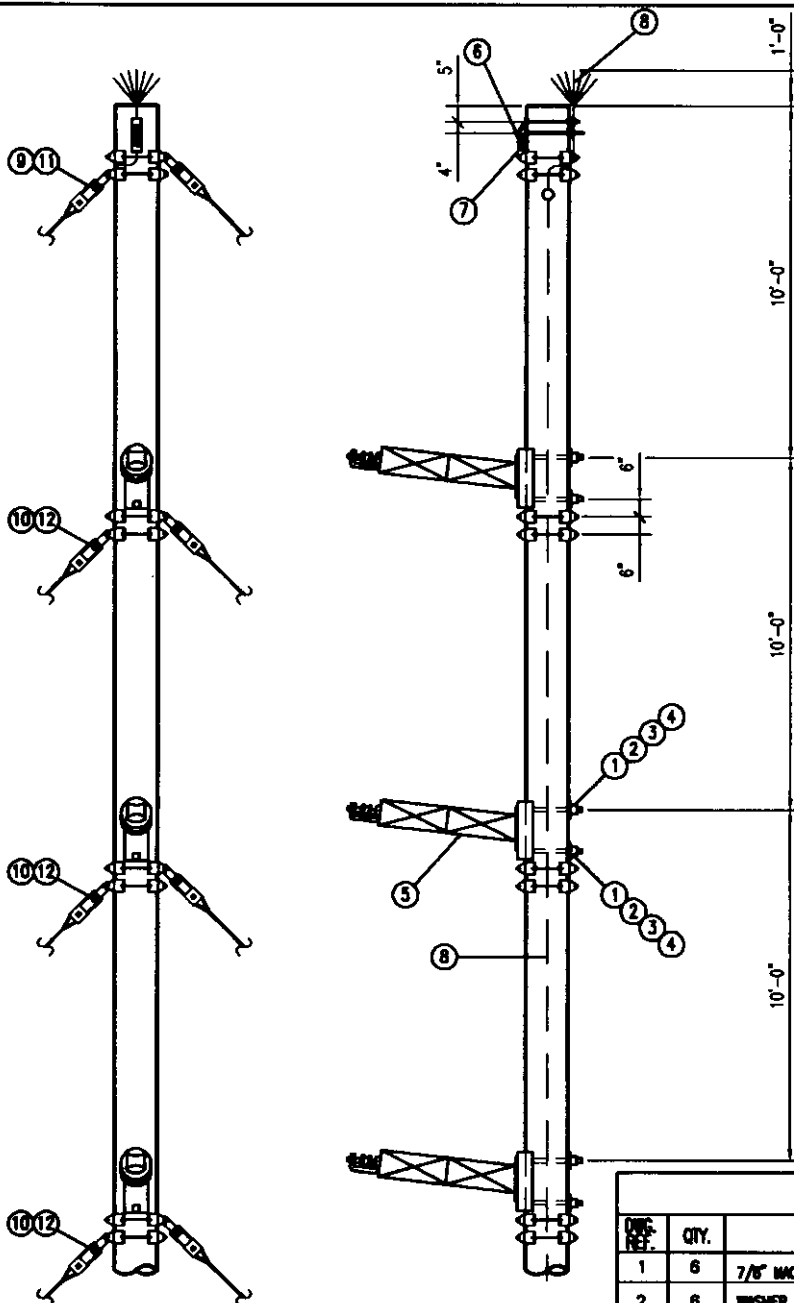
1

NO.	REVISION	DATE
1	REMOVED NOTE	08/08/01

**TOWN OF EAGLE MOUNTAIN
UTAH POWER INTERCONNECTION**

**138kV TRANSMISSION LINE
138kV VERTICAL DOUBLE DEADEND**

SCALE: NTS	DATE PLOTTED: 02/20/01	DRAWN BY: JSJ TS-5A/5AA
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PLAN VIEW
RAB-138

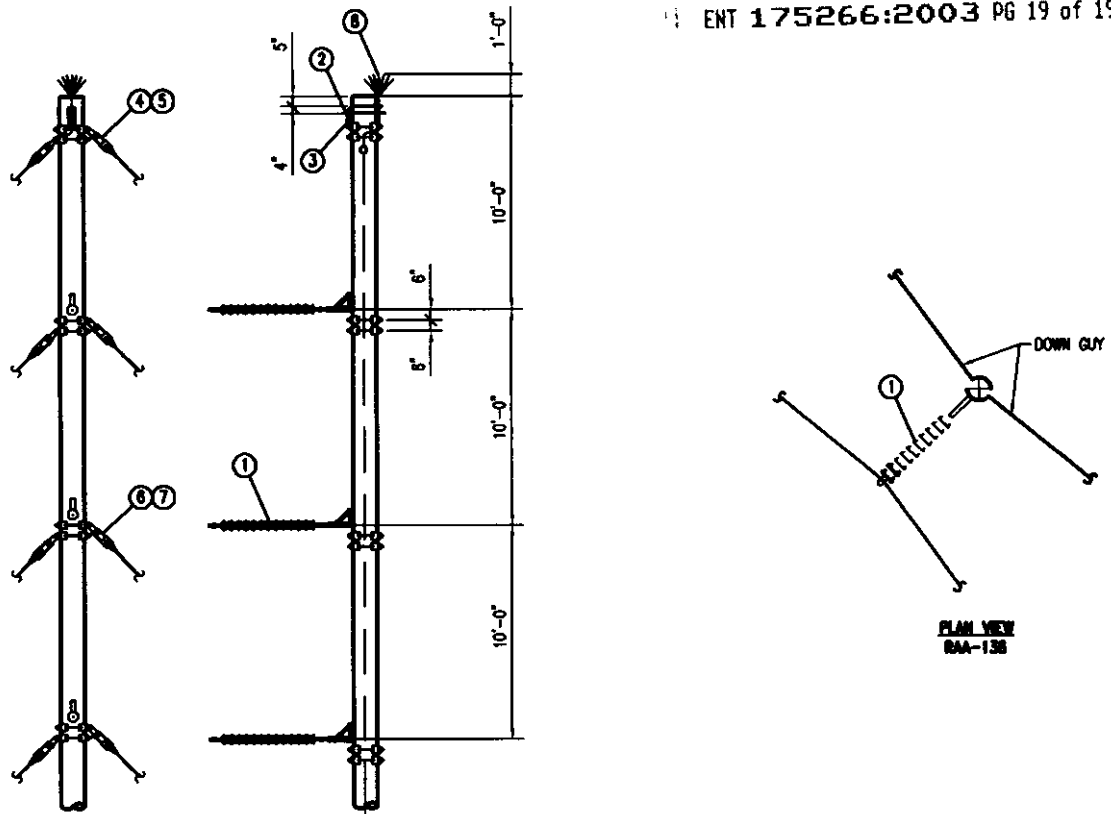
- NOTES:
- METAL SHIMS SHOULD BE USED TO ADJUST POST INSULATORS WHEN BRACKETS ARE LOCATED ON UNEVEN POLE SURFACES.
 - STRENGTH LIMITATIONS OF HORIZONTAL POSTS:
 - A. MAXIMUM DESIGN CANTILEVER LOAD -----2,405 LBS.
 - B. ROUTINE TENSION LOAD -----2,500 LBS.
 - FOR STRENGTH LIMITATIONS OF OVERHEAD GROUND WIRE SUPPORT ASSEMBLY. SEE TM-6.

BILL OF MATERIALS					
QTY.	DESCRIPTION	ITEM	DET.		
6	7/8" MACHINE BOLT x REQ'D. LENGTH	c			
6	WASHER, CURVED, 4" SQ. x 1/4", 15/16" HOLE	d			
6	WASHER, SPRING, 15/16" HOLE	aw			
6	7/8" LOCKNUT, MF TYPE	ek			
3	138KV INSULATOR, HORIZONTAL POST, WITH CLAMP AND BENDABLE CURVED BASE	-	TM-3B		
1	OHGW SUPPORT ASSEMBLY	-	TM-6B		
1	OHGW ASSEMBLY, TANGENT CLAMP	-	TM-4A		
1	RAPTOR GUARD	-	TM-PRG		
2	GUY ATTACHMENT, MEDIUM DUTY BAND	-	TC-26C		
6	GUY ATTACHMENT, HEAVY DUTY BAND	-	TC-36C		
2	SINGLE DOWN GUY WIRE	-	GA-1		
6	DOUBLE DOWN GUY WIRE	-	GA-2		

Page 3 of Exhibit B to
Holbrook Power Line Easement

TOWN OF EAGLE MOUNTAIN UTAH POWER INTERCONNECTION		
NO.	REVISION	DATE
138kV TRANSMISSION LINE 138kV LINE POST RUNNING ANGLE		
SCALE: NTS	DATE PLOTTED: 02/20/01	DRAWN BY: KAC RAB-138

Subramanian Ganesan
Professional Engineers, Inc.
2262 S. 2000 WEST AVE.
SALT LAKE CITY, UTAH 84119
PHONE: (801) 589-2111 FAX: (801) 589-2000



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

BILL OF MATERIALS				
DWG. REF.	QTY	DESCRIPTION	ITEM	DET.
1	3	INSULATOR ASSEMBLY, DEADEND	-	TM-2
2	1	OHGW SUPPORT ASSEMBLY	-	TM-6B
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	6	DOUBLE DOWN GUY	-	GA-2
7	6	GUY ATTACHMENT, HEAVY DUTY BAND	-	TG-36C
8	1	RAPTOR GUARD	-	TM-PRG

TOWN OF EAGLE MOUNTAIN UTAH POWER INTERCONNECTION		
NO.	REVISION	DATE
138kV TRANSMISSION LINE 138kV SUSPENSION RUNNING ANGLE		
SCALE: NTS	DATE PLOTTED: 02/20/01	DRAWN BY: KAC RAA-138

