July 2026

Re: Counteroffer for Just Compensation – Proposed Perpetual Utility Easement

Dear Brandon Dalley and Shawn Black,

After carefully reviewing the Integra appraisal, the proposed easement documents, the project materials provided to me, applicable Utah law, generally accepted eminent domain valuation principles, and after consulting with attorneys, I have carefully evaluated the information available to me and arrived at what I believe is just compensation.

From the outset, I have approached this matter in good faith. I have devoted substantial time to reviewing the appraisal, researching the legal standards governing eminent domain and just compensation, and attempting to obtain the information necessary to evaluate the permanent property rights that Payson City seeks to acquire. I seek only the fair and just compensation guaranteed to every property owner whose property is taken or damaged for public use.

The right to just compensation is guaranteed by **Article I, Section 22 of the Utah Constitution**, which provides that *"Private property shall not be taken or damaged for public use without just compensation."* That constitutional protection extends not only to the value of the property interest acquired, but also to damages suffered by the remaining property as a result of the taking.

Consistent with that constitutional mandate, **Utah Code § 78B-6-511** recognizes that compensation includes both the value of the property interest acquired and any damages to the remaining property resulting from the taking and construction of the proposed improvement. Likewise, **Utah Code § 78B-6-505** reflects the Legislature's expectation that condemning authorities engage in meaningful pre-condemnation negotiations before resorting to litigation. Meaningful negotiation, however, requires meaningful disclosure.

Throughout this process, I have made repeated written requests for clarification regarding many details of Payson City's proposed easement project including material aspects of the proposed easement, the voltage of the proposed transmission facilities, the scope of Payson City's permanent rights, the possibility of future expansion or additional transmission facilities, and the long-term uses authorized within the easement corridor. These questions directly affect the scope of the property rights being acquired and my ability to evaluate the long-term impact of a perpetual easement on my property.

Despite my repeated requests for clarification and my efforts to identify concerns requiring resolution, several of my questions remain unanswered or only partially addressed in writing, and multiple substantive concerns have yet to be addressed.

During this process, I notified Payson City in writing of my concerns regarding the conduct of its representative and requested that all future communications be conducted in writing. My request for written communication was intended to preserve an accurate record, reduce

misunderstandings, and allow me to carefully evaluate the permanent legal rights being acquired before making an informed decision.This request was made not only for these reasons, but also because of the concerns I previously raised regarding my interactions with Payson City's representative and the resulting impact those interactions had on my ability to comfortably participate in the process.

In response to those concerns, Payson City acknowledged my request in writing and stated:

> "We understand and respect your preference for communication by email, and all future correspondence will be conducted through email unless you direct otherwise."

I appreciated that acknowledgment and believed it would allow both parties to move forward in a more productive and transparent manner. However, despite that written commitment, Payson City repeatedly urged me to meet in person instead of providing complete written responses to my questions.

Because Payson City has declined to provide complete written clarification of my concerns and questions about things such as future expansion, additional utility facilities, other details and questions about the proposed project, or future use of the easement corridor, I have necessarily evaluated the proposal based upon the maximum rights conveyed by the written easement rather than upon verbal assurances or present intentions. The permanent legal rights conveyed—not Payson City's current plans—are what determine the market value of the easement.

I also remain concerned that the appraisal and entry process may not have fully reflected the procedural protections contemplated by **Utah Code § 78B-6-506**. Based on my understanding of that statute, I do not believe I was advised of any opportunity to accompany the appraiser during the inspection of my property, nor was I provided advance notice regarding the anticipated dates and times representatives would be entering my property. I previously raised these concerns because I believe they affected my ability to meaningfully participate in the valuation process.

In addition, representatives of Payson City and/or its agents entered private gated portions of my property on multiple occasions to contact me and leave easement documents that I had already received, despite the availability of the primary entrance to the residence. These repeated entries, without prior notice, contributed to my concerns regarding how this acquisition process has been conducted.

This process has required substantial time, pulling focus from my business, clients, family, and other responsibilities. Furthermore, the manner in which communications and negotiations have been conducted has created significant, unnecessary stress.

As you know, I previously notified Payson City in writing regarding conduct that I believed to be harassing and inappropriate. Although my concerns were characterized as "alleged," they were never substantively addressed. While the City directed its representative to cease

communicating with me, the focus of subsequent correspondence shifted almost immediately to negotiating compensation rather than addressing the concerns I had raised. At the same time, many of my legitimate questions and concerns regarding both the easement acquisition process and the scope of the permanent rights Payson City was seeking remained unanswered and/or only partially addressed.

These concerns should not be interpreted as a refusal to cooperate. To the contrary, they explain why I have consistently requested written communication and why I believe a complete written record is appropriate when the government seeks to permanently acquire constitutionally protected private property rights.

After thoroughly reviewing the Integra appraisal prepared on behalf of Payson City, I respectfully disagree with several of its principal conclusions.

Although I acknowledge the appraiser's opinion regarding the underlying land value, I respectfully disagree with the conclusion that the proposed perpetual easement results in only minimal damages. The appraisal relies primarily upon generalized literature and industry interviews rather than market-derived evidence involving comparable residential properties burdened by similar perpetual transmission easements. It does not include paired-sales analysis, local market extraction, or quantitative evidence demonstrating how buyers in this market react to permanent overhead transmission infrastructure located within residential frontage.

The appraisal also recognizes the property's highest and best use as residential. A perpetual overhead transmission easement affecting residential frontage is fundamentally different from a utility easement located on agricultural, vacant, or commercial property, and its market impact should be analyzed accordingly.

Moreover, the appraisal acknowledges that easement impacts may reasonably range from **25% to 75%** of the underlying land value, yet selects the lowest end of that range without providing market-specific justification for doing so.

At the same time, the appraisal concludes that the proposed easement is perpetual in duration, conveys broad utility and occupancy rights, authorizes multiple utility uses including electric transmission infrastructure, affects residential frontage and setback areas, and allows continuing utility use within the corridor. Those conclusions are difficult to reconcile with the determination that the overall impact to my property is merely "minimal."

Reasonable valuation depends upon accurate project assumptions. Where material project characteristics remain inconsistent or unresolved, the resulting valuation necessarily becomes less reliable.

During my review of the appraisal and related project documents, I identified several material inconsistencies. These include differing descriptions of both the size of the proposed easement area (the documents from Payson City identify the easement area to be 1332 sq ft and the Integra appraisal uses 944 sq ft for its valuation) and the electrical facilities to be installed,

including conflicting references to 26 kV (given to me by Mr Dalley in an email) and 46 kV transmission facilities (which is mentioned multiple times in the Integra appraisal). These inconsistencies directly affect my understanding of the permanent rights being acquired and further undermine my confidence in the valuation presented.

The proposed easement is not a routine utility easement of nominal impact. Rather, it represents a permanent encumbrance upon residential property that substantially limits my exclusive ownership rights, burdens residential frontage and setback areas, authorizes continuing utility occupancy, and grants rights that may affect the property's future use, flexibility, marketability, and overall desirability.

Although the appraisal characterizes the functional impact as minimal, it does not adequately account for the cumulative effect of these permanent restrictions or the broad bundle of rights conveyed by the easement itself.

In addition to the physical burden imposed by the easement, the proposed overhead transmission facilities create a measurable market stigma that should be considered in determining just compensation. Whether or not potential health risks associated with electromagnetic fields (EMFs) or high-voltage transmission lines have been scientifically established, numerous appraisal studies and market analyses demonstrate that many prospective purchasers perceive such facilities as undesirable. Those perceptions influence purchasing decisions, reduce buyer demand, lengthen marketing time, and diminish market value.

Market value is determined by the behavior of willing buyers and willing sellers—not solely by engineering conclusions or scientific consensus. Even where objective risk remains disputed, persistent buyer perceptions are recognized within the appraisal profession as legitimate influences on market behavior.

The relevant issue for valuation purposes is not whether those perceptions are ultimately proven correct, but whether they influence the actions of willing buyers and willing sellers in the marketplace. Consistent with Utah's fair-market-value standard, compensation should reflect all factors that reasonably influence market participants, including demonstrated market stigma where it affects value. In my view, the appraisal gives little meaningful consideration to this well-recognized market phenomenon despite acknowledging that the proposed easement involves permanent overhead transmission infrastructure located within the residential frontage of my property.

When considered collectively, the perpetual nature of the easement, the breadth of the utility rights conveyed, the location within residential frontage and setback areas, the unresolved questions regarding future expansion and long-term use, the limitations of the appraisal methodology, the permanent loss of exclusive control, the diminished flexibility of my property, and the resulting market stigma support a substantially greater measure of compensation than that proposed by Payson City.

My valuation is based upon the permanent property rights Payson City seeks to acquire—not merely Payson City's current plans for exercising those rights. Should Payson City wish to limit those rights, such limitations should be expressly incorporated into the recorded easement document.

My counteroffer should not be interpreted as an attempt to capitalize on this project. Rather, it reflects my sincere effort to reach an equitable resolution based upon the permanent nature of the rights being acquired, the constitutional requirement of just compensation, the real-world impact on my property, and the information that has been made available to me despite my repeated requests for clarification.

After carefully reviewing Payson City's appraisal, researching the applicable legal authorities, considering the permanent nature of the rights being acquired, and evaluating the proposal based upon the written easement documents rather than verbal assurances or present intentions, I have concluded that **$150,000** represents the minimum amount I believe constitutes just compensation under the circumstances.

This figure reflects the permanent loss of valuable property rights, the burden of a perpetual multi-utility transmission easement, the principle that compensation should be based on the full scope and maximum potential use of the rights acquired, the unresolved questions regarding future use and expansion, the impact on the marketability and enjoyment of my property, the measurable market stigma associated with overhead transmission facilities, and the resulting damages to my remaining property.

I remain willing to resolve this matter amicably and without litigation. However, any resolution must fairly compensate me for the permanent property rights being acquired and the resulting impact on my property's value, use, marketability, and enjoyment.

I respectfully submit my counteroffer of **$150,000** as the minimum amount I believe constitutes just compensation under the circumstances. I respectfully request that any continued negotiations proceed through written communication.

I look forward to your written response.

Respectfully,

Jenn Mann