



## STAFF REPORT

**DATE:** May 11, 2022

**TO:** Honorable Mayor and City Council

**FROM:** John Penrod, City Attorney

**SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STRAWBERRY WATER USERS ASSOCIATION AND SOUTHERN UTAH VALLEY POWER SYSTEMS REGARDING VARIOUS ISSUES RELATED TO A 46KV LINE SYSTEM.**

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**Recommended Motion:** Motion to approve Resolution No. \_\_\_ that approves an agreement between the Strawberry Water Users Association and Southern Utah Valley Power Systems regarding the settlement of claims for reimbursement of the 46kV line system costs, title transfer of the 46kV line system, and the sale of the Taylor Switch Rack Parcel and associated equipment.

**Executive Summary:** Springville City is part of the Southern Utah Valley Power Systems (“SUVPS”), which is a group of cities and other power entities that work together to develop needed power infrastructure. SUVPS has historically used the 46kV line that is at the center of the proposed agreement.

One of the things getting in the way of the SUVPS performing needed upgrades for the SUVPS’s power systems is a decades long struggle between SUVPS and Strawberry Water Users Association (“SWUA”) regarding operation and maintenance costs and the ownership of the 46kV line. The proposed agreement helps resolve the issues between SUVPS and SWUA by doing the following:

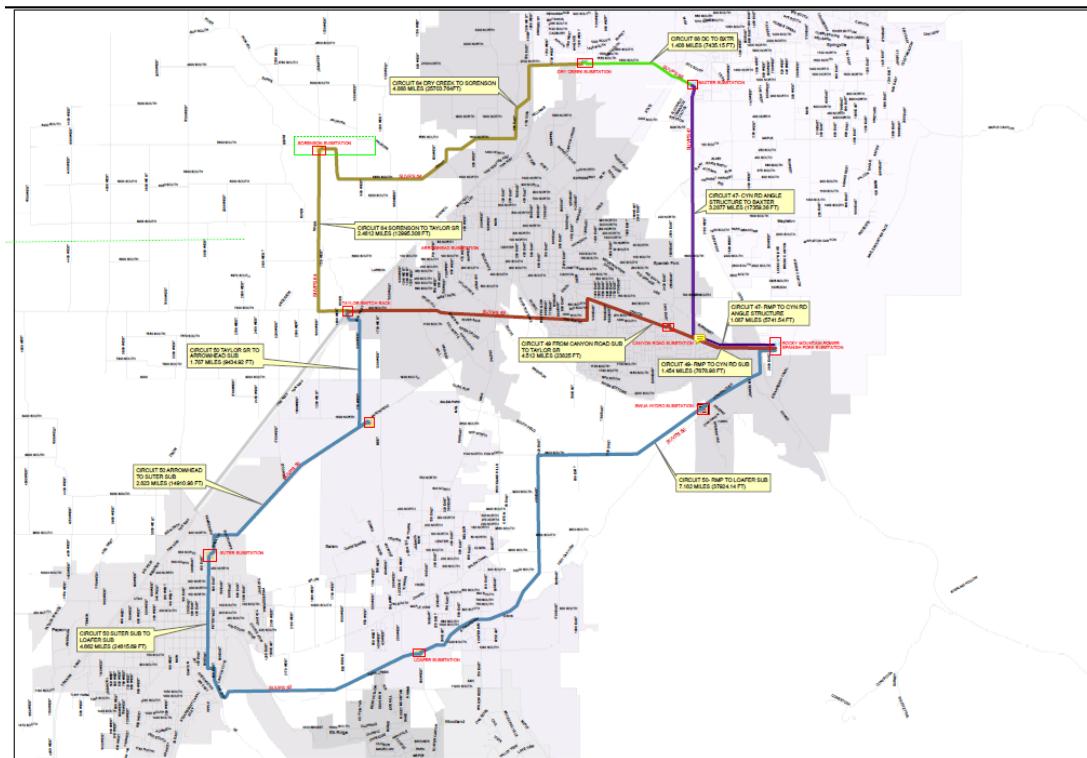
- Settles all of the SWUA claims for costs associated with installing, operating and maintaining the 46kV line by having SUVPS pay \$205,000;
- Requires SWUA to help SUVPS obtain clear title of the 46kV line from the United States;
- Requires SWUA to quitclaim all of its interest in the 46kV line to SUVPS;
- Allows SUVPS to purchase the Taylor Switch Rack parcel and associated equipment for \$95,000;
- Releases both parties from all claims from the other party; and
- Allow SWUA to continue to use the 46kV line for up to 3.85 MW.

**Focus of Action:** The focus of action is to execute a settlement agreement with SWUA to resolve issues with the 46kV line.

**Background:**

**Brief History**

Springville, along with Spanish Fork, Salem, Payson and South Utah Valley Service District, are members of SUVPS. SUVPS operates and maintains a transmission and substation network to meet its members' needs. For decades, SUVPS has been using the 46 kV line system shown on the below map, which system includes two looped transmission lines and substations to cover south Utah Valley's electricity needs (the "46kV line system").



Decades ago, SWUA constructed the 46kV line system. Over the years, SUVPS has entered into a number of agreements with SWUA in which SUVPS has reimbursed SWUA for the construction and operation and maintenance of the 46kV line system in order to use it.

Besides SWUA constructing the 46kV line system, SWUA also claims that it owns the 46kV line system. The United States, acting through the Department of the Interior, Bureau of Reclamation (the "Reclamation"), also claims an ownership interest in the 46kV line system. SUVPS has been negotiating for well over 20 years with SWUA and

the Reclamation to clear up the ownership and cost issues associated with the 46kV line system.

As part of Suvps's planning process, Suvps needs to upgrade the 46kV line system to continue to meet its members' power needs. The proposed agreement is to settle the issues with SWUA in order to put Suvps in a position to work out final ownership issues with the Reclamation. All Suvps members, except for Springville, have approved the proposed agreement.

### **Agreement**

The proposed agreement contains the following provisions:

Mutual Release. Suvps will pay SWUA the amount of \$205,000, and both parties will sign a mutual release of claims to resolve any and all outstanding issues related to ownership, past due costs, etc. Springville's portion of this payment will be \$41,000.

Quitclaim Deed. SWUA will sign a quitclaim deed and bill of sale deeding all of SWUA's interest in the 46kV line system to Suvps. The quitclaim deed only transfers SWUA's interest in the 46kV line system and does not transfer any of SWUA's interest in any real property SWUA owns in fee.

The Reclamation. SWUA will sign a letter and other necessary documents to help Suvps obtain ownership control of the 46kV line system from the Reclamation.

Taylor Switch Rack. Suvps will purchase the Taylor Switch Rack parcel and equipment for the sum of \$95,000. The parcel is one acre, and the equipment includes fences and gates, a switch rack steel structure, four 46kV switches, and one lot 46kV bus, conductor, and hardware. Springville's portion of this cost will be \$19,000.

SWUA Power. Suvps will, without charge to SWUA, wheel on the 46kV line system up to 3.85 MW for SWUA.

Springville's power staff is in favor of the proposed agreement. The agreement ends a very long dispute with SWUA for a relatively low cost and allows Suvps to focus on obtaining complete ownership of the 46kV line system from the Reclamation.

**Alternatives:** The City Council could choose not to approve the resolution and proposed agreement.

**Fiscal Impact:** Springville City's cost to be paid as part of the agreement is \$60,000.

*John Penrod*  
City Attorney

Attachments: Proposed Resolution with the Settlement Agreement

## RESOLUTION #2022-X

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE STRAWBERRY WATER USERS ASSOCIATION AND SOUTHERN UTAH VALLEY POWER SYSTEMS REGARDING THE SETTLEMENT OF CLAIMS FOR REIMBURSEMENT OF THE 46KV LINE SYSTEM COSTS, TITLE TRANSFER OF THE 46KV LINE SYSTEM, AND THE SALE OF THE TAYLOR SWITCH RACK PARCEL AND ASSOCIATED EQUIPMENT.

WHEREAS, Springville City, along with Spanish Fork, Salem, Payson and South Utah Valley Service District, are members of the Southern Utah Valley Power Systems (“SUVPS”), which is an interlocal entity that strives to help its members meet their power transmission and substation needs; and

WHEREAS, SUVPS and the Strawberry Water Users Association (“SWUA”) have jointly used and paid for a 46kV line system, as described in the attached agreement; and

WHEREAS, over the years, several issues have arisen between SUVPS and SWUA regarding the 46kV line system, which include operation and maintenance costs and ownership issues; and

WHEREAS, the parties desire to resolve the outstanding issues through the attached agreement; and

WHEREAS, after considering the attached agreement, the City Council finds that approving the agreement is in the best interests of the City and SUVPS.

NOW, THEREFORE, BE IT RESOLVED BY THE SPRINGVILLE CITY COUNCIL:

**SECTION 1. Approval.** Springville City approves SUVPS entering into the attached agreement.

**SECTION 2. Effective Date.** This Resolution shall take effect immediately upon its approval and execution.

PASSED AND APPROVED this \_\_\_\_ day of May 2022.

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Matt Packard, Mayor

Attest:

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Kim Crane, City Recorder

When recorded return to:  
Strawberry Water Users Association  
Attention General Manager  
795 North 500 East  
Payson, Utah 84651

Parcel No. 25:030:0094

**AGREEMENT BETWEEN STRAWBERRY WATER USERS ASSOCIATION  
AND  
SOUTHERN UTAH VALLEY POWER SYSTEMS  
REGARDING THE  
SETTLEMENT OF CLAIMS FOR REIMBURSEMENT OF 46kV LINE SYSTEM  
COSTS,  
TITLE TRANSFER OF THE 46kV LINE SYSTEM  
AND  
THE SALE OF THE TAYLOR SWITCH RACK PARCEL AND ASSOCIATED  
EQUIPMENT**

This Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment (Agreement) is entered into by and between Strawberry Water Users Association, a Utah nonprofit corporation and mutual irrigation company (SWUA), and Southern Utah Valley Power Systems, a Utah interlocal entity (SUVPS). This Agreement is effective upon execution by all parties.

**AGREEMENT PURPOSES**

The parties, have, either directly or by their members or predecessor entities, pursuant to a number of contracts, cooperated in the construction, use, operation and maintenance of the 46kV Line System. SWUA constructed the 46kV Line System and operated and maintained it for some time. The construction costs were reimbursed by certain member of SUVPS. The majority of the operation and maintenance costs have been paid or reimbursed by SUVPS or its members. Currently the 46kV Line System is operated and maintained by SUVPS pursuant to contracts with SWUA and the United States acting through the Department of the Interior, Bureau of Reclamation (Reclamation). Power of the parties and SUVPS' members has otherwise been wheeled on the 46kV Line System without charge.

Ownership of the 46kV Line is claimed by Reclamation. For purposes of this Agreement SWUA has agreed to not dispute that Reclamation claim of ownership. SUVPS desires to have Reclamation transfer title to SUVPS pursuant to the Dingle Act. SUVPS has asked for SWUA's support of that title transfer from Reclamation to SUVPS. SUVPS desires to have SWUA quit

claim any interest SWUA may have in and to the 46kV Line System, excepting SWUA's right to have a certain amount of power wheeled on the 46kV Line System without charge to SWUA.

SWUA has claimed that it is owed money by Suvps and/or its members for certain maintenance costs and real property taxes and/or privilege taxes relating to the 46kV Line System. The parties have reached a compromise regarding these SWUA claims relating to the 46kV Line System. In return for the payment of Two Hundred and Five Thousand Dollars (\$205,000.00) by Suvps to SWUA, SWUA and Suvps have agreed to provide each other a mutual release of any and all claims relating to the 46kV Line System. SWUA has also agreed to quit claim to Suvps any and all interests of SWUA in and to the 46kV Line System, as well as provide support for the title transfer of the 46kV Line System from Reclamation to Suvps. SWUA will retain its right to wheel a certain amount of power on the 46kV Line System, without charge. All this on the terms and conditions described below in this Agreement.

In addition, SWUA agrees to sell, and Suvps agrees to purchase, the Taylor Switch Rack Parcel and associated equipment, more particularly described below, for the price of Ninety-five Thousand Dollars (\$95,000.00) on the terms and conditions described below in this Agreement.

#### **AGREEMENT TERMS**

In consideration of the mutual covenants described below the parties agree as follows:

1. Description of 46kV Line System. The 46kV Line System is that 46kV electrical power transmission line system, located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements, and licenses upon which such equipment sits, and all rights of way, easements, and licenses for access roads.

SWUA has a 5.2 MVA capacity right in PacifiCorp's Spanish Fork Substation. SWUA will retain all of its rights and obligations regarding this capacity.

The 46kV Line System is located, in part, on fee Strawberry Valley Project (SVP) lands. For example, a portion of the 46kV Line System sits on SVP fee land that is used by SWUA for other uses and facilities, and a portion of the 46kV Line System sits on the fee lands of the

Strawberry High Line Canal corridor. No SVP fee lands will be transferred with the 46kV Line System. As to SVP fee lands, SUVPS will seek to obtain from Reclamation, as a part of the title transfer of the 46kV Line System, a perpetual right for the non-exclusive use of an appropriate and described width corridor for the 46kV Line System, in the standard Reclamation form used by Reclamation to license non-project uses of project lands pursuant to 43 U.S.C. §387 and 43 C.F.R. Part 429.

Portions of the 46kV Line System are located on what are referred to as Section 9 SVP lands. Landowners who contracted for SVP water signed Water Right Applications which contain a description of the parcel or parcels of land where that SVP water would be used and to which the Water Right Application would remain appurtenant. These Water Right Applications were recorded and they run with the land described in them. In each of these recorded Water Right Applications is a grant of a blanket easement to Reclamation and Reclamation's contractors responsible for the SVP for the construction, operation, maintenance, and use of certain facilities including certain power and water facilities. As to such Section 9 SVP lands, SUVPS will seek to obtain from Reclamation, as a part of title transfer of the 46kV Line System, only a perpetual right to use an appropriate and described width of corridor over such Section 9 lands for the 46kV Line System. Such right of use of Section 9 SVP lands for the 46kV Line System shall be non-exclusive, and by its terms shall not unreasonably interfere with other uses of the rights granted under the applicable Section 9 language.

2. Quit Claim Deed and Bill of Sale for 46kV Line System. At Closing SWUA will provide a properly executed Quit Claim Deed and Bill of Sale to the 46kV Line System in the form attached as Exhibit B. If SUVPS discovers any recorded rights of way or easements in the name of SWUA for any portion of the 46kV Line System, upon reasonable request by SUVPS, SWUA will properly execute quit claim deeds to the same in a form reasonably approved by counsel for SWUA.

3. Wheeling SWUA Power on the 46kV Line System. SUVPS will, without charge to SWUA, wheel on the 46kV Line System up to 3.85 MW from the SVP Upper and Lower Power Plants in Spanish Fork and 300 kW from the SVP Payson Power Plant in Payson Canyon, operated by SWUA. This described wheeling right is for the wheeling of power from these described SVP power plants or their replacements only. This described wheeling right of SWUA may not be assigned or leased in whole or in part to others, except it may be assigned

proportionately with any future transfer of any of the described SVP power plants. Suvps will perform and/or pay costs for OM&R on the 46 kV Line System for normal wear, at Suvps' reasonable discretion, without charge to SWUA.

4. Mutual Release of All Claims Relating to the 46kV Line System. At Closing Suvps will wire to the Escrow Agent the sum of Two Hundred and Five Thousand Dollars (\$205,000.00) in full satisfaction of all claims of SWUA relating to the 46kV Line System. At Closing the parties will provide the properly executed Mutual Release of All Claims Relating to the 46kV Line System in the form attached as Exhibit C in counterparts. At Closing SWUA will provide the properly executed letter in support of title transfer in the form attached as Exhibit D. Following Closing SWUA will provide further support of the title transfer as reasonably requested in writing by Suvps. However, SWUA will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SWUA staff time. SWUA will be responsible to pay any taxes due and owing on the 46kV Line System that have accrued and are owing as of the date of this Agreement.

5. Purchase and Sale of Taylor Switch Rack Parcel and Related Equipment. Suvps will purchase and SWUA will sell the Taylor Switch Rack Parcel and related equipment located in the Northwest Quarter of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian near Payson, Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 725.81 FEET AND EAST 443.31 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF UTAH STATE HIGHWAY 115; THENCE SOUTH 37°49'15" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, PARALLEL TO THE RAILROAD TRACK, 413.31 FEET; NORTH 343.76 FEET TO A POINT WHICH LIES ON AN EXISTING FENCE LINE AND ON SAID HIGHWAY RIGHT-OF-WAY LINE; SOUTH 86°06'06" EAST ALONG SAID FENCE LINE AND HIGHWAY RIGHT-OF-WAY LINE 254.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES. (Parcel No. 25:030:0094

Together with all appurtenances and all associated equipment, including the following:

- All fences and gates;
- Switch rack steel structure;
- Four (4) 46kV switches;
- One (1) Lot 46kV Bus, Conductor and Hardware.

The purchase price is Ninety-five Thousand Dollars (\$95,000.00). At Closing the purchase price will be wired by Suvps to the Escrow Agent. At Closing SWUA will cause to be issued, at SWUA's sole expense, a standard ALTA Owner's Title Policy in the form attached as Exhibit E. Property taxes on the Taylor Switch parcel will be prorated, with SWUA paying taxes for the period up to and including the date of Closing. The parties will share equally the costs of Closing, including escrow fees. Suvps will pay recording fees. The parties will provide these costs to the Escrow Agent at Closing as required by the Escrow Agent. The parties will execute all Closing documents reasonably required by the Escrow Agent. At Closing SWUA will provide to the Escrow Agent properly executed and notarized Special Warranty Deed and Bill of Sale to the Taylor Switch Rack Parcel and related equipment in the form attached as Exhibit F.

6. Escrow Agent. The Escrow Agent will be Wasatch Land & Title Insurance Agency, Inc., 946 North 200 East Spanish Fork, Utah 84660.

7. The Closing. Closing will not take place until all of the following have occurred:

a. Suvps has wired to the Escrow Agent the total sum of Three Hundred Thousand Dollars (\$300,000.00) and paid to the Escrow Agent, in manner acceptable to the Escrow Agent, the amount of one half of the closing costs, including one half of the escrow fees as well as the recording costs;

b. Each party has delivered to the Escrow Agent a properly executed counterpart of the Mutual Release of All Claims Relating to the 46kV Line System in the form attached as Exhibit C;

c. SWUA has deposited into escrow a properly signed and notarized original Quit Claim Deed and Bill of Sale for the 46kV Line System in the form attached as Exhibit B, a properly signed and notarized original Special Warranty Deed and Bill of Sale for the Taylor Switch Rack Parcel and associated equipment in the form attached as Exhibit F, and the properly signed letter of support for the title transfer of the 46kV Line System in the form attached as Exhibit D;

d. The Parties have provided the Escrow Agent with any other documents reasonably required by Escrow Agent; and

e. The Escrow Agent is ready, willing and able to issue the ALTA standard form Owner's Title Policy in the form attached as Exhibit E.

f. Once the Escrow Agent confirms all conditions for closing are met, Closing will take place on a date and at a time convenient to the Escrow Agent. The parties need not be present to effect Closing once they have provided the documents and funds necessary. At Closing the following events will occur in an order determined by the Escrow Agent, but otherwise as concurrently as reasonably practicable:

- (1) The Escrow Agent will transfer the Three Hundred Thousand Dollars (\$300,000.00) (less and subtracting the cost of the title policy, SWUA's prorated share of property taxes on the Taylor Switch Rack Parcel and SWUA's share of Closing costs) to SWUA;
- (2) The Escrow Agent will record the Quit Claim Deed and Special Warranty Deed described in this Agreement above;
- (3) The Escrow Agent will deliver copies of the Mutual Release of All Claims Relating to the 46kV Line System to the parties and the letter of support for title transfer of the 46kV Line System to SUVPS; and
- (4) The Escrow Agent will issue the title policy.

8. Title Transfer. At Closing SWUA will provide the properly executed letter of support of title transfer of the 46kV Line System, in the form attached as Exhibit D. Following Closing SWUA will provide further support of the title transfer of the 46kV Line System in a manner consistent with the terms of this Agreement, as reasonably requested in writing by SUVPS. However, SWUA will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SWUA staff time. SUVPS will take all practicable efforts to see that any terms and/or conditions of the title transfer of the 46kV Line System are consistent with this Agreement, and particularly consistent with the description of what will be transferred as to SVP fee lands and Section 9 SVP lands described in paragraph 1 above. Should SWUA at any time in the future seek title transfer of any portion of the SVP that SWUA is responsible for, SUVPS will provide a substantially similar letter of support of such title transfer. SUVPS will provide further support of such an SVP title transfer as reasonably requested in writing by SWUA. However, SUVPS will not be obligated to incur any unreimbursed costs or expenses, direct or indirect, other than SUVPS staff time.

9. Notice. Any notice required by this Agreement will be deemed given when mailed, emailed or delivered to:

Strawberry Water Users Association  
Attention General Manager  
745 North 500 East  
Payson, Utah 84651  
[Sterling@strawberrywater.com](mailto:Sterling@strawberrywater.com)  
(801) 465-9273

Southern Utah Valley Power Systems  
Attention General Manager  
14 North Main  
P.O. Box 11  
Springville, Utah 84663  
(801) 592-8781

Each party may change the designation of the addressee or the address for that party to receive notice by sending written notice of the change. Each party will keep the other timely advised regarding current contact information.

10. Integrated Agreement Modified Only in Writing. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations or discussion regarding the title transfer of the 46kV Line System, the resolution of the claims of SWUA regarding the 46kV Line System, and the purchase and sale of the Taylor Switch Rack Parcel and related equipment. This Agreement cannot be altered except through a written instrument signed by all parties.

11. Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence.

12. Delay in Asserting Rights Will Not Constitute a Waiver. No delay of either party in asserting rights under this Agreement will constitute a waiver in whole or in part.

13. Counterparts. This Agreement may be executed in counterparts.

14. Warranty of Authority. The individuals executing this Agreement represent and warrant that they are duly authorized to execute this Agreement on behalf of the party for which they are signing.

STRAWBERRY WATER USERS ASSOCIATION

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Sterling Brown, General Manager

STATE OF UTAH :  
: ss.  
COUNTY OF UTAH :

On the \_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared before me, Sterling Brown, and acknowledged that he is the General Manager of Strawberry Water Users Association, he has been duly authorized to execute the foregoing Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.

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NOTARY PUBLIC

SOUTHERN UTAH VALLEY POWER SYSTEMS

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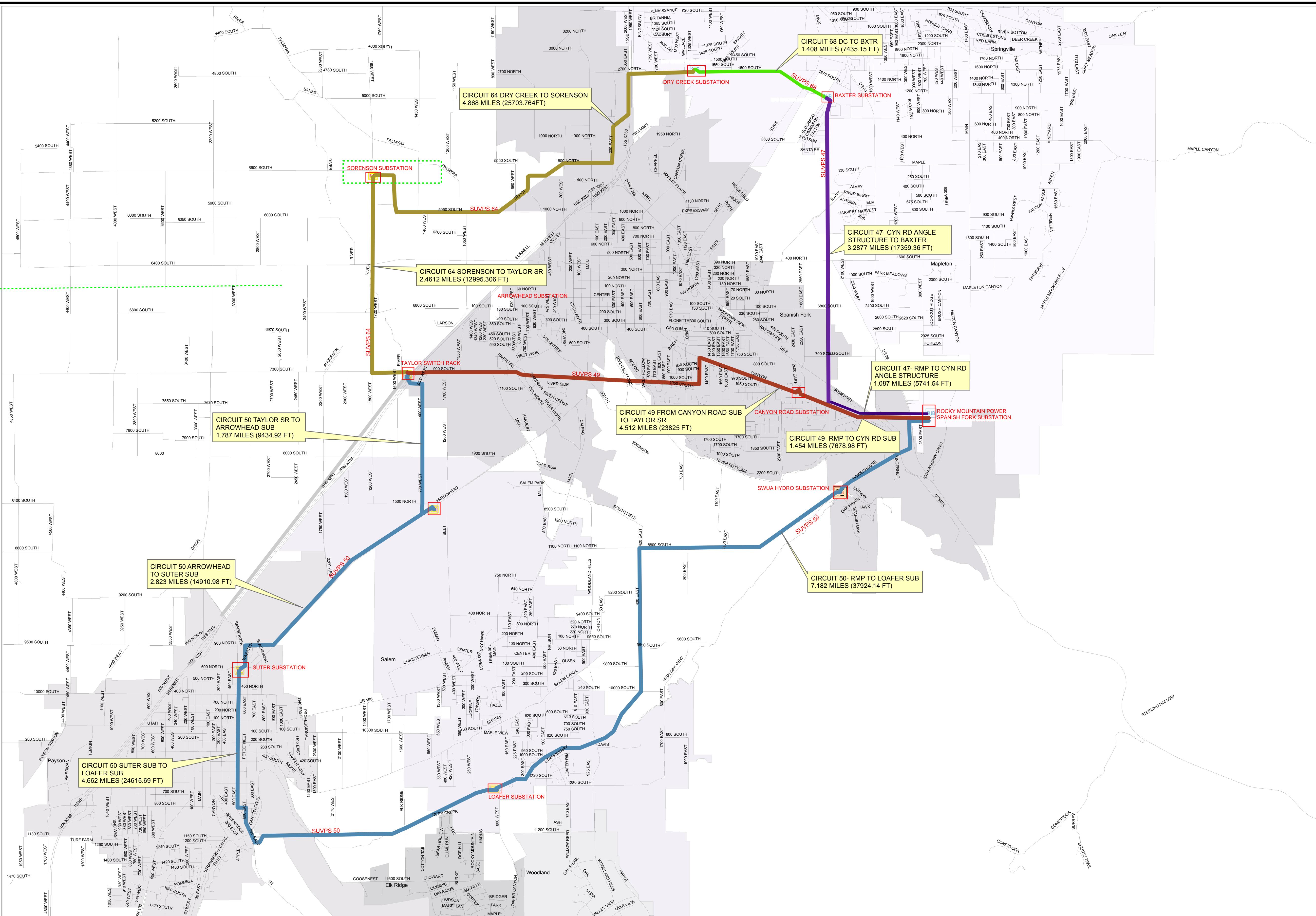
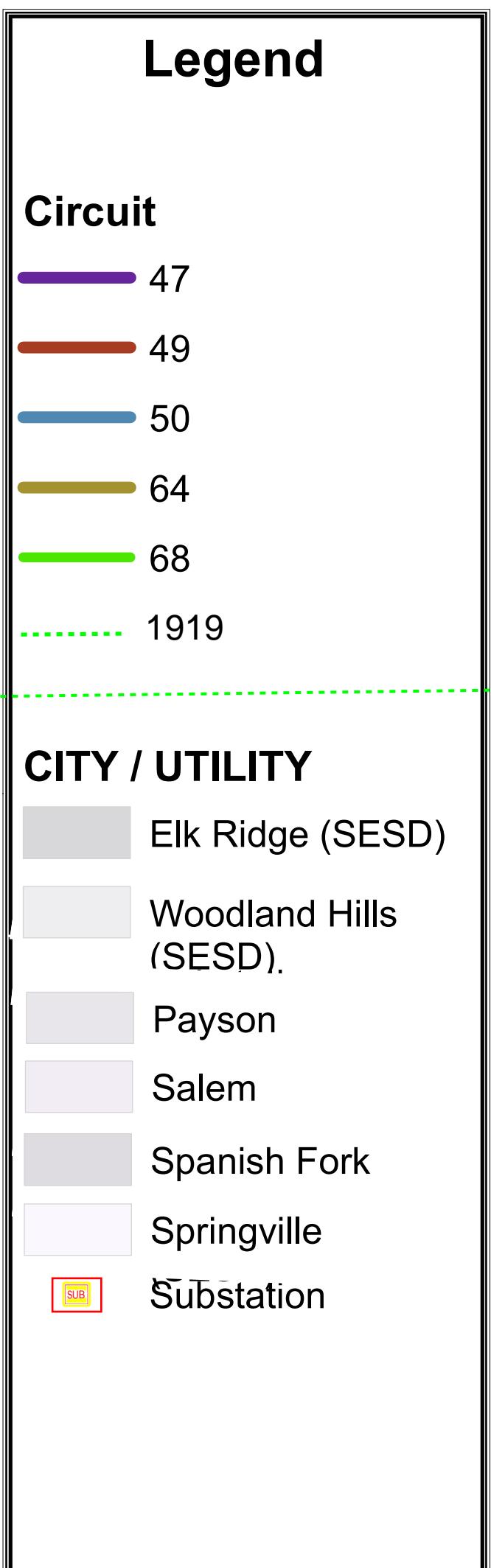
Michael Mendenhall, Chair

STATE OF UTAH :  
: ss.  
COUNTY OF UTAH :

On the \_\_\_\_ day of \_\_\_\_\_ 2022, personally appeared before me, Michael Mendenhall, and acknowledged that he is the chair of Southern Utah Valley Power Systems, he has been duly authorized to execute the foregoing Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment on behalf of Southern Utah Valley Power Systems, and that he executed the same on behalf of Southern Utah Valley Power Systems.

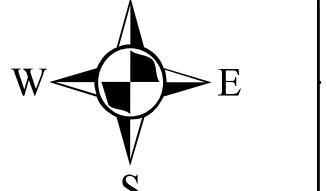
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NOTARY PUBLIC



Scale:

0 900 1,800 3,600  
Feet



**SUVPS Transmission Map**

**EXHIBIT A**

# EXHIBIT B

WHEN RECORDED MAIL TO:  
Southern Utah Valley Power Systems  
Attn: General Manager  
14 North Main  
Springville, Utah 84663

## QUIT-CLAIM DEED AND BILL OF SALE

STRAWBERRY WATER USERS ASSOCIATION, Grantor, of Utah County, State of Utah, hereby quit claims, without warranty or representation, to SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity, 14 North Main, Springville, Utah 84663, Grantee, for the sum of TEN DOLLARS and other good and valuable consideration, the following real and personal property located in Utah County, State of Utah:

That 46kV electrical power transmission line system (46kV Line System), located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads.

**Less, excepting and reserving to Grantor** any existing rights that Grantor may have to use the same rights of way for other purposes that do not unreasonably interfere with the use, operation, maintenance, repair, replacement or improvement of the 46kV Line System.

WITNESS the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

By: \_\_\_\_\_  
Sterling Brown, General Manager

STATE OF UTAH : : ss.  
COUNTY OF UTAH : :

On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Sterling Brown, and having been first duly sworn by me acknowledged that he is the General Manager of the Strawberry Water Users Association, that he was duly authorized by the Board of Directors of the Strawberry Water Users Association to execute the above Quit Claim Deed and Bill of Sale for and on behalf of Strawberry Water Users Association and that he executed the same on behalf of Strawberry Water Users Association.

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NOTARY PUBLIC

# **EXHIBIT C**

## **MUTUAL RELEASE OF CLAIMS RELATING TO THE CONSTRUCTION, USE, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE 46kV LINE SYSTEM LOCATED IN SOUTHEAST UTAH VALLEY**

This Release of Claims Relating to the Construction, Use, Operation, Maintenance, Repair and Replacement of the 46kV Line System located in Southeast Utah Valley (Release) is entered into by and between Strawberry Water Users Association, a Utah nonprofit corporation and mutual irrigation company (SWUA), Southern Utah Valley Power Systems, a Utah interlocal entity (SUVPS), and the members of SUVPS, the Utah cities of Payson, Salem, Spanish Fork and Springville, as well as South Utah Valley Electric Service District, a Utah Electric Service District. This Release is effective upon full execution and delivery to SUVPS.

### **RELEASE BACKGROUND**

The 46kV Line System is that 46kV electrical power transmission line system, located in southeast Utah Valley, which forms two loops beginning and ending at PacifiCorp's Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The approximate location of the 46kV Line System is depicted in Exhibit A attached. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads.

The parties, (and the members of SUVPS, the Utah cities of Payson, Salem, Spanish Fork and Springville, and the South Utah Valley Electric Service District) have, pursuant to a number of contracts, cooperated in the construction, use, operation and maintenance of the 46kV Line System. SWUA constructed the 46kV Line System and operated and maintained it for some time. The construction costs were reimbursed by certain member of SUVPS. The majority of the operation and maintenance costs have been paid or reimbursed by SUVPS or its members. Currently the 46kV Line System is operated and maintained by SUVPS pursuant to contracts with SWUA and the United States acting through the Department of the Interior, Bureau of

Reclamation (Reclamation). Power of the parties and Suvps' members has otherwise been wheeled on the 46kV Line System without charge.

SWUA has claimed that it is owed money by Suvps and/or Suvps' members for certain construction costs and real property and/or privilege taxes relating to the 46kV Line System. The parties have reached a compromise regarding SWUA's claims relating to the 46kV Line System. In return for the payment of Two Hundred and Five Thousand Dollars (\$205,000.00) by Suvps to SWUA, and Suvps and SWUA entering into an agreement entitled the Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment (the Separate Agreement), the parties have agreed to provide each other with a release of any and all claims relating to the construction, use, operation, maintenance, repair and replacement of the 46kV Line System. This Release shall be interpreted in a manner consistent with the Separate Agreement.

### **RELEASE TERMS**

1. Release of Claims. In and for the consideration described above and other good and valuable consideration, the delivery and sufficiency of which is acknowledged by all parties, the parties hereby release any and all claims, existing as of the effective date of this Release, that they may have against any other party or any other party's respective directors, trustees, officers and employees, that in any manner relates to or arises out of the construction, use, operation, maintenance, repair or replacement of the 46kV Line, or the payment or nonpayment of property or privilege taxes relating to the 46kV line, whether such claims are known or unknown.

2. Interpretation. This Release shall be interpreted in a manner consistent with the Separate Agreement. The respective rights and obligations of the parties to the Separate Agreement that are described in the Separate Agreement are not released by this Release excepting only the obligations described in the Separate Agreement to provide this Release.

3. Counterparts. This Release may be executed in counterparts.

4. Warranty of Authority. The individuals executing this Release represent and warrant that they are duly authorized to execute this Release on behalf of the party for which they are signing.

STRAWBERRY WATER USERS ASSOCIATION

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Sterling Brown, General Manager

Date: \_\_\_\_\_

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SOUTHERN UTAH VALLEY POWER  
SYSTEMS

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By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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SOUTH UTAH VALLEY ELECTRIC SERVICE  
DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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SPANISH FORK CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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SPRINGVILLE CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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SALEM CITY

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

---

PAYSON CITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

# EXHIBIT D

February 23, 2022

Name  
Address  
City, State, Zip

Re: Proposed title transfer of the 46kV Line System, located in southeast Utah Valley, Utah, to Southern Utah Valley Power Systems

Dear \_\_\_\_\_ :

For and on behalf of Strawberry Water Users Association (SWUA) I am writing in support of the proposed title transfer of the “46kV Line System” to South Utah Valley Power Systems (SUVPS) a Utah interlocal entity.

The 46kV Line is that electrical power transmission line, located in southeast Utah Valley, which forms two loops and begins and ends at PacifiCorp’s Spanish Fork Substation, located at approximately 4005 South Highway 89, Mapleton, Utah. The 46kV Line System includes all related poles, guy wires, anchors, conductors, steel structures, insulators, foundations, switches, earthing systems and other equipment, together with all rights of way, easements and licenses upon which such equipment sits, and all rights of way, easements and licenses for access roads. The 46kV Line System is depicted on Exhibit 1 attached.

Ownership of the 46kV Line is claimed by Reclamation. SUVPS desires to have Reclamation transfer any and all Reclamation title to SUVPS. SUVPS has asked for SWUA’s support of that title transfer.

SUVPS and SWUA have executed the enclosed Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment.

We appreciate your attention to this matter and would appreciate your timely transfer of title to the 46kV Line System to SUVPS in a manner consistent with the Agreement Regarding the Settlement of Claims for Reimbursement of 46kV Line System Costs, Title Transfer of the 46kV Line System and the Sale of the Taylor Switch Rack Parcel and Associated Equipment.

Please let me know how SWUA may be of assistance in the title transfer. Thank you for your attention to this matter.

Very truly yours,

Sterling Brown  
General Manager

# EXHIBIT E

American Land Title Association

Commitment for Title Insurance  
Adopted 08-01-2016



Attorneys  
Title Guaranty  
Fund, Inc.

## COMMITMENT FOR TITLE INSURANCE

### ISSUED BY

*Attorneys Title Guaranty Fund, Inc.*

### NOTICE

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Attorneys Title Guaranty Fund, Inc., a Colorado corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

PCUT202203002056

This page is only a part of an ALTA® Commitment for Title Insurance issued by Attorneys Title Guaranty Fund, Inc. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.



ERIC R. MORGAN  
PRESIDENT

Issued By

Wasatch Land & Title Insurance Agency, Inc.

Member's Name

946 North 200 East, Spanish Fork Utah 84660

Address

801-794-1015

Telephone

## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- b. "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.

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- h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice;
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I—Requirements;
  - f. Schedule B, Part II—Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**  
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
  - a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
    - i. comply with the Schedule B, Part I—Requirements;
    - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
    - iii. acquire the Title or create the Mortgage covered by this Commitment.
  - b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
  - c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
  - d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
  - e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
  - f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
  - g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

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- 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
  - a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
  - b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
  - c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
  - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
  - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
  - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

- 8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

- 9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org>.

**Transaction Identification Data for reference only:**

Issuing Agent: Wasatch Land & Title Insurance Agency, Inc.  
 Issuing Office: 946 North 200 East, Spanish Fork Utah 84660  
 Issuing Office's ALTA® Registry ID: 1067639  
 Issuing Office File Number: 222042  
 Property Address: vacant , Spanish Fork, Utah 84660  
 Revision Number: 1

**SCHEDELE A**

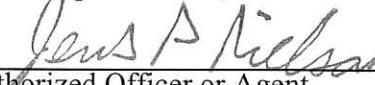
1. Commitment Date: January 5, 2022 @ 8:00 a.m.

2. Policy or Policies to be issued:	Premium
A. ALTA 2006 Owner's Policy, Amount \$95,000.00	\$650.00
Proposed Insured: <b>South Utah Valley Power Systems, a Utah Non-Profit Corporation</b>	
Endorsements:	\$0.00
Additional Charges:	\$
Total	\$650.00

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple  
 4. The Title is at the Commitment Date vested in: Strawberry Water Users Association  
 5. The land referred to in this Commitment is located in the County of UTAH , State of Utah, and is described as follows:

See Schedule C attached hereto.

For informational purposes only, the property address is: vacant , Spanish Fork, Utah 84660

  
 \_\_\_\_\_  
 Authorized Officer or Agent  
 Member's Number: 1427

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:  
 Wasatch Land & Title Insurance Agency, Inc., 946 North 200 East, Spanish Fork Utah 84660  
 Phone: 801-794-1015, Fax: 801-794-1017

Commitment Number: PCUT202203002056

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**SCHEDULE B, PART I**  
**Requirements**

All the following are the Requirements that must be met:

Item (a) The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Item (b) Pay the agreed amount for the estate or interest to be insured.

Item (c) Pay the premiums, fees, and charges for the Policy to the Company.

Item (d) Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Item (e) Payment of all taxes, charges and assessments, levied and assessed against the subject premises which are due and payable.

Item (f) If the applicant desires copies of any matters shown as exceptions in Schedule B - Section 2, the Company will furnish such upon request at no charge or a minimal charge as the case may be.

Item (g) Provide current copy of the Resolution on behalf of the limited liability company/corporation shown herein in Schedule A.

Item (h) Warranty Deed from the vested owners on Schedule A to the proposed insured.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
6. General property taxes for the year 2022 are accruing as a lien, but are not yet due and payable. Taxes for the year 2021 were paid in the amount of \$165.93 under tax serial number 25:030:0035. Taxes for 2022 will be paid under Tax Serial Number 25:030:0094. All prior years have been paid.
7. Said property is included within the unincorporated area of Utah County, a political subdivision of the State of Utah, and its service districts and is subject to any special assessments for improvements or services as may be therein provided.
8. Said property is subject to all zoning, subdivision, special improvements and service area ordinances of record and subject to any restrictions and/or fees levied thereunder.
9. Resolution creating the Utah Valley Dispatch Special Service District, as shown by instrument recorded September 30, 2008, as Entry No. 107508:2008 of the official records.

Notice of Creation of the Utah Valley Dispatch Special Service District dated October 3, 2008 recorded October 22, 2008 as Entry No. 114949:2008 of the official records.

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Resolution creating the Utah Valley Road Special Service District recorded April 21, 2009 as Entry No. 42373:2009 of the official records.

Notice of Creation of the Utah Valley Road Special Service District recorded May 8, 2009 as Entry No. 50963:2009 of the official records.

(Note: These assessments for these service districts are collected and paid as part of the general property taxes).

10. The effect of that certain quit claim deed between the United States of America, acting by and through the Bureau of Reclamation, Department of the Interior, as Grantor and South Utah Valley Electric Service District, a Utah non-profit electric service and political subdivision of the State of Utah, as Grantee, recorded January 14, 2015 as Entry No. 3187:2015 of the official records.
11. Rights of way for any roads, ditches, canals, transmission lines, fence lines, and easements now existing over, under or across the property.
12. The property is subject to an Ordinance Amending The Utah County General Plan to include an electrical transmission Corridor as more fully set forth in instrument recorded July 9, 2003 as Entry No. 103008:2003 of the official records.
13. Subject to restrictions as contained in certain warranty deeds recorded August 18, 1964 as Entry No. 12377, 12378 in Book 982 at Page 285-288, incident to the construction of a freeway known as Project No. 15-6, of the official records, in favor of the STATE ROAD COMMISSION OF UTAH, including but not limited to rights of controlled access and relocation of existing irrigation ditches.
14. Subject to the terms and conditions of an Easement and Right-of-Way granted to THE STATE ROAD COMMISSION OF UTAH, for the purpose of constructing thereon an irrigation facility and appurtenant parts thereof incident to the construction of a freeway, as set forth in that certain instrument recorded August 18, 1964 as Entry No. 12379 in Book 982 at Page 289, as shown in various deed appearing in the Official Records, including but not limited to, rights of controlled access and relocation of existing irrigation ditches.

NOTE: The following names have been checked for judgments: SUVPS, SWUA; Beck Family Charitable Remainder Trust, Bonnie Cass, Bruce Cass

No unsatisfied judgments appear of record in the last eight years except as shown herein.

NOTE: FOR INFORMATION PURPOSES ONLY: Official records indicate that, except for reconveyances and as indicated herein, the following transfers and/or conveyances of the subject property have taken place within the 24 months preceding the effective date of this Commitment:

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**1. There have been no conveyances within the last 24 months.**

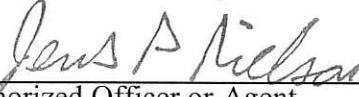
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NOTE: UPON COMPLIANCE WITH UNDERWRITING REQUIREMENTS, EXCEPTION(S) 1-5 WILL BE OMITTED FROM THE LOAN POLICY TO BE ISSUED HEREUNDER.

The Owner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b). (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; minerals, oil and gas; (3) Any and all unpaid taxes, assessments and unredeemed tax sales.

The ALTA Homeowner's Policy of title insurance committed for in this Commitment, if any, shall contain, in addition to the Items set forth in Schedule B-Section 2, the following items: (1) The Deed of Trust, if any, required under Schedule B-Section 1, Item (b); (2) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water; oil and gas; (3) Real Estate taxes or assessments for the current year and taxes or special assessments which are not shown as existing liens at date of policy; (4) Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the land and inspection of the land; (5) Covenants, conditions, restrictions, setbacks, easements and/or servitudes appearing in the public records. This exception does not impair the coverage afforded by Covered Risks 12, 13, 23, 24, and 26; (6) Any lease, grant, exception, or reservation of minerals or mineral rights appearing in the public records. This exception does not impair the coverage afforded under Covered Risk 25; (7) Any violation, variation, or encroachment of a boundary wall or fence. This exception does not impair the coverage afforded under Covered Risks 21 and 22; (8) Any security deed, mortgage, deed of trust, judgment, lien or encumbrance of any kind which has been created, suffered, and assumed by the insured or of which the insured has actual knowledge.

Countersigned:

  
\_\_\_\_\_  
Authorized Officer or Agent  
Member's Number: 1427

Please make any inquiries for Title questions to Wasatch Land & Title Insurance Agency, Inc., 946 North 200 East, Spanish Fork Utah 84660  
Phone: 801-794-1015, Fax: 801-794-1017.



Attorneys  
Title Guaranty  
Fund, Inc.

## Privacy Policy

### ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

### Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

### Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

### Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

#### **Changes to this Privacy Policy**

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

## **SCHEDULE C**

**File #: 222042**

Beginning at a point which is South 725.81 feet and East 443.31 feet from the Northwest corner of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian; said point being located at the intersection of the Westerly right-of-way line of the Denver and Rio Grande Western Railroad and the Southerly right-of-way line of Utah State Highway 115; Thence South 37°49'15" West along said railroad right-of-way line, parallel to the railroad track, 413.31 feet; thence North 343.76 feet to a point which lies on an existing fence line and on said highway right-of-way line; thence South 86°06'06" East along said fence line and highway right-of-way line 254.03 feet to the point of beginning.

Together with those real property interests as more specifically set forth in Paragraphs 3 & 4, in that certain Order Granting Stipulated Motion to Dismiss Strawberry Water Users Association Only with Prejudice in Civil No. 210400613 entered on September 16, 2021 and recorded December 10, 2021 as Entry No. 204908:2021 of the official records.

**Tax Parcel No. 25:030:0094**



# EXHIBIT F

WHEN RECORDED MAIL TO:  
Southern Utah Valley Power Systems  
Attn: General Manager  
14 North Main Street  
Springville, Utah 84663

Parcel No. 25:030:0094

**SPECIAL WARRANTY DEED  
AND  
BILL OF SALE**  
(Taylor Switch Rack Parcel and equipment)

STRAWBERRY WATER USERS ASSOCIATION, Grantor, of Utah County, State of Utah, hereby conveys to SOUTHERN UTAH VALLEY POWER SYSTEMS, a Utah interlocal entity, 14 North Main Street, Springville, Utah 84663, Grantee, warranting only against those claiming by or through Grantor, for the sum of TEN DOLLARS and other good and valuable consideration, located in the Northwest Quarter of Section 26, Township 8 South, Range 2 East, Salt Lake Base and Meridian near Payson, Utah, more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 725.81 FEET AND EAST 443.31 FEET FROM THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; SAID POINT BEING LOCATED AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD AND THE SOUTHERLY RIGHT-OF-WAY LINE OF UTAH STATE HIGHWAY 115; THENCE SOUTH 37°49'15" WEST ALONG SAID RAILROAD RIGHT-OF-WAY LINE, PARALLEL TO THE RAILROAD TRACK, 413.31 FEET; NORTH 343.76 FEET TO A POINT WHICH LIES ON AN EXISTING FENCE LINE AND ON SAID HIGHWAY RIGHT-OF-WAY LINE; SOUTH 86°06'06" EAST ALONG SAID FENCE LINE AND HIGHWAY RIGHT-OF-WAY LINE 254.03 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES. (Parcel No. 0094)

Together with all appurtenances and all associated equipment, including the following:  
All fences and gates;  
Switch rack steel structure;  
Four (4) 46kV switches;  
One (1) Lot 46kV Bus, Conductor and Hardware.

Grantor makes no representation or warranty regarding appurtenances or equipment.

WITNESS the hand of said Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR:

By: \_\_\_\_\_  
Sterling Brown, General Manager

STATE OF UTAH :  
: ss.  
COUNTY OF UTAH :

On the \_\_\_ day of \_\_\_\_\_, 2022, personally appeared before me Sterling Brown, and having been first duly sworn by me acknowledged that he is the General Manager of the Strawberry Water Users Association, that he was duly authorized by the Board of Directors of the Strawberry Water Users Association to execute the above Special Warranty Deed and Bill of Sale for and on behalf of Strawberry Water Users Association and that he executed the same on behalf of Strawberry Water Users Association.

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NOTARY PUBLIC