



60 West Main Street
Hyrum, Utah 84319
Ph. (435) 245-6033
www.hyrumcity.gov

City Council Agenda Information

To: Mayor Miller and City Council
From: Larry Coleman: Power & Light Superintendent
Date: May 27, 2026
Subject: Approval of easement purchase for underground powerline

Summary: The Power Department is currently working on a project to upgrade the electrical infrastructure coming out of the Hammer Substation on Hammer Road (1600 East) This project will add more capacity to the existing line and allow for more flexibility for future growth on the east and south side of Hyrum.

As part of this project, it is necessary to install underground facilities on the east side of hammer road. We have worked with Jeff Neilsen from Foresight survey to get the proper easement location. With this it has been determined, that to maintain right of way for future development we needed to obtain a utility easement within an existing property parcel. We have been working with the property owners (Elizabeth Green Living Trust) to prepare an agreement and easement document to allow us to install this infrastructure. They have agreed upon a negotiated amount that is consistent with market value for utility easements in the area. The easement will consist of .0155 acres at a cost of \$4261.59. I am looking for the Council's approval to move forward with the purchase of this easement.

Recommendation:

Recommendation from Larry Coleman (Power Superintendent) to approve purchase of utility easement for installation of needed power infrastructure.

City Council Meeting Details:

- Meeting Date: June 4, 2026
- Council Role: vote on approval of utility easement purchase

Attachments:

(4)

- Survey
- Utility Easement Grant
- Utility Easement Payment Agreement
- Value of easement based on calculations from Cache County property value assessment

UTILITY EASEMENT PAYMENT AGREEMENT

Effective Date: upon execution of both parties signatures

The Parties:

- **Grantor:** Elizabeth Green Living Trust
- **Grantee:** Hyrum City Corporation; Hyrum City Power and Light

1. Purpose of Payment

This agreement acknowledges that Hyrum City Corporation or Hyrum City Power and Light shall pay Elizabeth Green Living Trust a one-time fee in exchange for a permanent non-exclusive utility easement across the property located at: **1700 East Anvil Road, Hyrum, Utah, 84319 Parcel #01-002-0041**

2. Payment Amount & Method

The Grantee (Hyrum City Corporation) agrees to pay the Grantor (Elizabeth Green Living Trust) the total sum of **\$4261.59**. Payment shall be made via check on submission and acceptance of signed agreement.

3. Scope of Easement

The easement is granted for the purpose of, installing and maintaining underground electrical infrastructure.

4. Damage, Restoration and Liability

If the Grantee causes damage to any portion of the Grantor's Property outside the Easement Area in the course of exercising its rights, the Grantee shall repair such damage at its own expense and restore the affected area to a condition that is reasonably similar to its condition prior to the damage. The Grantee shall not be responsible for restoring areas that are disturbed due to the Grantor's unauthorized interference with the Easement Area or utilities. The Grantee agrees to indemnify and hold harmless the Grantor from all claims, liabilities, or expenses arising directly from the Grantee's negligent or unlawful actions within the Easement Area. Conversely, the Grantor agrees to indemnify and hold harmless the Grantee from claims, liabilities, or expenses resulting from the Grantor's interference with the easement or negligent acts affecting the Grantee's utility systems or access.

5. Use of Easement Area

The Grantee shall have the right to use the Easement Area in any manner reasonably necessary to carry out the purposes of this Agreement, including the right to travel over, across, and upon the Easement Area on foot or by vehicle, machinery, or equipment for purposes of ingress, egress, construction, installation, inspection, operation, maintenance, repair, replacement, and upgrade of the utilities and access improvements permitted under this Agreement. The Grantee may place temporary equipment, materials, protective coverings, or support structures within the Easement Area whenever such items are reasonably required to perform work related to the installation, maintenance, or repair of utilities or access routes. The Grantee shall ensure that all activities conducted within the Easement Area are performed in a reasonably careful, safe, and lawful manner and that unnecessary disruptions to the Grantor's Property are avoided whenever practical. The Grantee may enter and use the Easement Area at any time deemed necessary for operational, construction, or emergency purposes, provided that the Grantee acts in a manner that minimizes avoidable impact to the Grantor's use of the surrounding property. The Grantee shall not use the Easement Area for any purpose unrelated to access, utility installation or operation, or repair obligations unless the Grantor provides written consent. The Grantee shall also refrain from engaging in any activity that would create hazardous conditions, violate applicable laws, or materially damage the Grantor's Property beyond the needs expressly contemplated in this Agreement.

6. Grantors Rights and Limitations

The Grantor retains the right to continue to use the Easement Area for all lawful purposes that do not interfere with, obstruct, or otherwise impair the Grantee's easement rights. The Grantor may make improvements or landscaping changes within the Easement Area provided that such changes do not limit access, pose a risk to utility systems, or require the Grantee to incur additional maintenance to protect the integrity of the utilities or access path. The Grantor agrees not to erect permanent structures, install heavy landscaping (including deep-rooted trees), construct fences, or place any non-moveable obstruction

that may damage utility lines or hinder the Grantee's ability to exercise its rights. Objects that can be moved without excessive means are permitted to be placed within the easement location. The Grantor agrees to maintain a 3-foot clearance around the perimeter of all utility junction boxes to allow quick access for maintenance. Any such actions by the Grantor shall be considered interference with the easement, and the Grantor shall bear all costs associated with removing or rectifying the interference.

7. Binding Effect

Once payment is received, this agreement serves as a receipt and confirms the Grantor's intent to execute a formal, recordable easement deed (as required by local authorities). This agreement is binding upon both parties and their successors.

8. Signatures

By signing below, both parties acknowledge and agree to the terms above.

Grantor Signature: _____ Date:

[Printed Name]

Grantee Signature: _____ Date:

[Printed Name]

**When Recorded Mail to:
Hyrum City Corp.
83 West Main Street
Hyrum, UT. 84319**

EASEMENT GRANT

Elizabeth M. Green, as Trustee of The Elizabeth Green Living Trust dated April 4, 2019

Grantor of Hyrum County of CACHE, State of UTAH hereby GRANTS to

Hyrum City Corporation

Grantee of Hyrum, County of CACHE, State of UTAH for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, the following described NON EXCLUSIVE UTILITY EASEMENT in CACHE County, State of Utah over the following described property:

A NON EXCLUSIVE UTILITY EASEMENT ALONG WITH A RIGHT FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF SAID EASEMENT. EASEMENT IS DESCRIBED BELOW AS FOLLOWS:

UTILITY EASEMENT A PART OF THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°57'54" EAST, A DISTANCE OF 44.00 FEET FROM THE BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER OF SAID SECTION 2 BEARS NORTH 00°07'41" EAST, A DISTANCE OF 2695.57 FEET; RUNNING THENCE NORTH 00°07'41" EAST, A DISTANCE OF 98.80 FEET; THENCE SOUTH 89°46'09" WEST, A DISTANCE OF 44.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 AND GRANTORS WEST PROPERTY LINE; THENCE NORTH 00°07'41" EAST, ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°46'09" EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00°07'41" WEST, A DISTANCE OF 108.75 FEET; THENCE SOUTH 00°11'52" EAST, A DISTANCE OF 522.61 FEET MORE OR LESS TO A POINT ON THE GRANTORS SOUTH PROPERTY LINE; THENCE NORTH 89°47'11" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE NORTH 00°11'52" WEST, A DISTANCE OF 522.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.155 ACRES.

SERVIENT PROPERTY: PARCEL 01-002-0041

BEG N 0*30' W 243.6 FT & S 89*57' W 1.52 FT FROM SW COR OF SW/4 OF SEC 2 T 10N R 1E & TH S 79* E 1115.0 FT TH S 76*19' E 106.05 FT TH S 79* E 96.37 FT TH S 2*10'16" E 284.28 FT TH S 1*19'15" E 375.78 FT TH N 90* W 1005.14 FT TO PT S 89*59'43" E 300 FT FROM W LN OF SEC 11 T 10N R 1E TH N 0*24'23" W 150 FT TH N 89*59'43" W 300 FT TO W LN OF SEC TH N 0*24'24" W 766 FT ALG SD LN TO BEG RESERVING TO GRANTOR A R/W OVER THE E'LY 60 FT FOR ACCESS FROM ANVIL ROAD TO PROPERTY EAST OF ABOVE (SEE DEED) CONT 22.50 AC M/B ALSO: BEG N 0*08'01" E 242.92 FT & N 90* E 18.5 FT FROM SW COR SEC 2 T 10 N R 1E & TH N 0*08'01" E 34.67 FT TH S 78*37'06" E 395.75 FT TH ALG ARC OF 184 FT RADIUS CURVE TO LEFT 113.65 FT, CHORD BEARS S 60*55'21" E 111.85 FT TO ORIGINAL S LN OF ANVIL ROAD TH N 78*37'06" W 495.55 FT TO BEG

Witness, the hand(s) of said Grantor(s), this May ____, 2026.

The Elizabeth Green Living Trust dated April 4, 2019.

Elizabeth M. Green, as Trustee

State of Utah } ss:
County of Cache }

On May ____, 2026, personally appeared before me **Elizabeth M. Green, as Trustee of The Elizabeth Green Living Trust dated April 4, 2019** and that said was signed on behalf of said Trust and duly acknowledged to me that they executed the same.

Notary Public

2026 - Treasurer (TREASURER) - 01-002-0041 [\$15,151.42]

Tools Settings Reports Admin

History Payments F12 Report Spec. Dist. Relief/Cancel Work Queue Deferral Previous Refresh Next Single Tax Notice Multiple Tax Notices Print Coupons 2 Sided Tax Notice

Year 2026 Parcel 01-002-0041 Owner ELIZABETH GREEN LIVING TRUST System ID 68110

Parcel Back Taxes Abstract Images (37) Plats Attachments (31) Correspondence (3)

Owner / Mortgage	Tax Information - 2025	Tax Information - 2026	Messages...
Owner ELIZABETH GREEN LIVING TRUS Mortgage	Tax Levied 15,559.18 Spcl Assessment 0.00 Roll Back Tax 0.00 Tax Relief 0.00 Payments 15,559.18	Tax Levied 15,151.42 Spcl Assessment 0.00 Roll Back Tax 0.00 Pen. (\$10.00 / 1.0%) 0.00 Tax Relief 0.00 Payments 0.00 Tax Due 15,151.42 Back Tax Due 0.00 Total Due 15,151.42	2026 System ID: 68110 2010 System ID: 65872 2008 System ID: 671 Correspondence: 4/10/2026 2:22:33 PM Current Year Tax Notice Building Type COM-Industrial / Warehouse SQF 65,916 Year 1961

Property Address Map
House 1500 Street E ANVIL RD
City HYRUM

Mailing Address History
In Care Of ELIZABETH M GREEN
Address1 PO BOX 330
Address2
C/S/Z FARMINGTON UT 84025-0330

Tax District
District HYRUM CITY 003
Tax Status TX

parcel History
REM PT 01-002-0037 6/85; COMB W/PT 01-002-0008 4/98; REM 10/08 01-075-0019

Taxable Property	Acreeage	Previous Market	Previous Taxable	Current Market	Current Taxable
BUILDING COMMERCIAL	0.00	1,003,271	1,003,270	944,727	944,725
LAND COMMERCIAL	22.83	1,230,642	1,230,640	1,230,642	1,230,640
Total	22.83	2,233,913	2,233,910	2,175,369	2,175,365

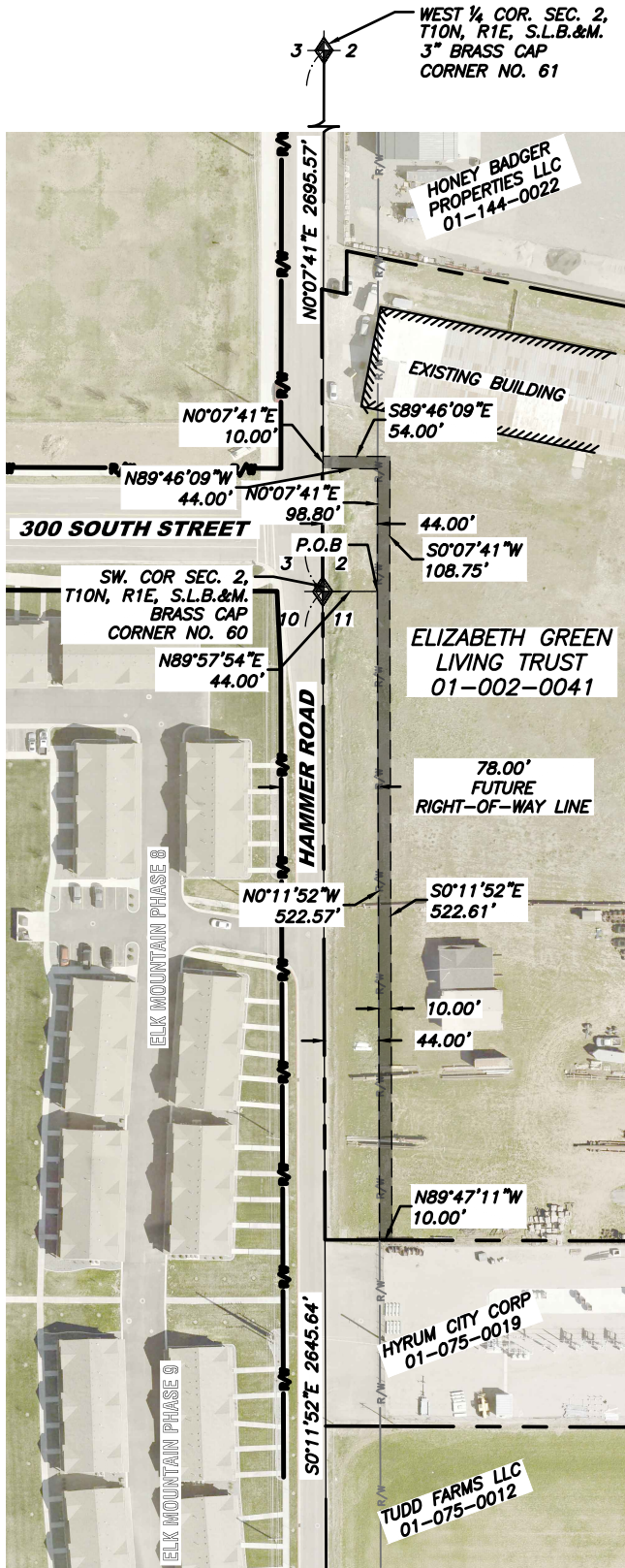
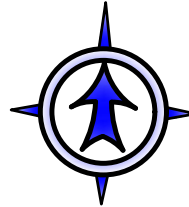
Payment History (28) Payment Details

~~1,230,642 x .008045 = 9,998.06~~

- Based on old survey

Exemption Property
 $.155 / 22.38 = .0069258$
 $1,230,642 \times .0069258 = 8523.18$
 $8523.18 \times .50 = 4261.59$


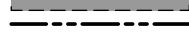

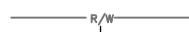

- New Survey



UTILITY EASEMENT

A PART OF THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 10 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT LOCATED NORTH 89°57'54" EAST, A DISTANCE OF 44.00 FEET FROM THE BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER OF SAID SECTION 2 BEARS NORTH 00°07'41" EAST, A DISTANCE OF 2695.57 FEET; RUNNING THENCE NORTH 00°07'41" EAST, A DISTANCE OF 98.80 FEET; THENCE SOUTH 89°46'09" WEST, A DISTANCE OF 44.00 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2 AND GRANTORS WEST PROPERTY LINE; THENCE NORTH 00°07'41" EAST, ALONG SAID WEST LINE A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°46'09" EAST, A DISTANCE OF 54.00 FEET; THENCE SOUTH 00°07'41" WEST, A DISTANCE OF 108.75 FEET; THENCE SOUTH 00°11'52" EAST, A DISTANCE OF 522.61 FEET MORE OR LESS TO A POINT ON THE GRANTORS SOUTH PROPERTY LINE; THENCE NORTH 89°47'11" WEST, ALONG SAID SOUTH LINE A DISTANCE OF 10.00 FEET; THENCE NORTH 00°11'52" WEST, A DISTANCE OF 522.57 FEET TO THE POINT OF BEGINNING. CONTAINING 0.155 ACRES.

LEGEND:

-  UTILITY EASEMENT
-  ADJACENT PROPERTY
-  RIGHT-OF-WAY LINE
-  FUTURE RIGHT-OF-WAY LINE
-  SECTION MONUMENT

FORESIGHT
LAND SURVEYING

2005 North 600 West, Logan, Utah
435-753-1910

Job Number:	25-205
Drawn By:	JH
Date:	4/27/26
Scale:	1"=150'
File:	25-205.dwg

AN EXHIBIT DRAWING FOR:
Elizabeth Green Living Trust / Hyrum City
 1700 East Anvil Road, Hyrum
 A PART OF THE SOUTHWEST QUARTER OF SECTION 2, AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 12 NORTH, RANGE 1 EAST, S.L.B. & M.