

UTAH POWER & LIGHT COMPANY  
EASEMENT

W. Raymond Hardman and Eva W. Hardman, his wife, Grantors, do hereby convey to UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a perpetual easement and right of way for the erection, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of one or more transmissions and distribution circuits of the Grantee, with the necessary poles, towers, guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across the following described real property located in Utah County, Utah:

Said tract of land situate in the SE 1/4 of the NW 1/4, NW 1/4 of the SE 1/4 and Lot 4 of Section 35, Township 4 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at the north boundary line of the Grantors' land at a point 1331 feet south and 336 feet west from the north one quarter corner of Section 35, T. 4 S., R. 1 W., S.L.M. and running thence S. 18° 25' E. 2806 feet to the south boundary line of said Grantors' land, thence East 131.75 feet along said south boundary line, thence N. 13° 25' W. 2806 feet to the north boundary line of said Grantors' land, thence West 131.75 feet along said north boundary line to the point of beginning; containing 8.052 acres.

A tract of land situate in the E 1/2 of the SE 1/4 of Section 2, Township 5 South, Range 1 West, Salt Lake Meridian, described as follows:

Beginning at the north boundary line of the Grantors' land at a point 642.2 feet west along the quarter section line from the east one quarter corner of Section 2, T. 5 S., R. 1 W., S.L.M. and running thence S. 18° 25' E. 2094.42 feet to the south boundary line of said Grantors' land, thence West 131.69 feet along said south boundary line, thence N. 18° 25' W. 2094.47 feet to the north boundary line of said Grantors' land, thence East 131.70 feet along said north boundary line to the point of beginning; containing 6.010 acres.

Total 14.062 acres.

Together with full right and authority to Grantee, its successors, licensees, lessees, contractors or assigns, and its and their agents and employees to enter at all times upon said premises to survey, construct, repair, remove, replace, reconstruct, patrol, inspect, improve, enlarge and maintain electric transmission and distribution lines, both overhead, including towers, poles and other supports, together with braces, guys, anchors, crossarms, cables, conduits, wires, conductors, transformers and other fixtures, devices and appurtenances used or useful in connection therewith, and full right and authority to cut, remove, trim or otherwise control all trees, brush and other growth on or overhanging said premises.

At no time shall any flammable material or any building of any kind be placed or erected within the boundaries of said right of way, nor shall any equipment or material of any kind that exceeds 12 feet in height be placed or used thereon by Grantors or by Grantors' heirs, successors or assigns.

Subject to the foregoing limitations, said right of way may be used by Grantors for roads, agricultural crops and other purposes not inconsistent with this easement.

WITNESS the hands of the Grantors, this 28th day of December,  
A.D. 1977.

W. Raymond Hardman  
W. Raymond Hardman

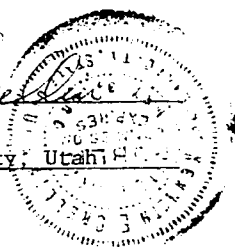
RJ.

Eva W. Hardman  
Eva W. Hardman

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 28th day of December, A.D. 1977, personally appeared  
before me W. Raymond Hardman and Eva W. Hardman,  
his wife, personally known to me to be the signers of the foregoing instrument,  
who duly acknowledge to me that they executed the same.

Raymond E. Cull  
Notary Public  
Residing at: Salt Lake City, Utah



My Commission Expires:  
May 3, 1980

Description Approved \_\_\_\_\_

Form & Execution Approved \_\_\_\_\_

File No. \_\_\_\_\_

A G R E E M E N T

In consideration of W. Raymond Hardman and Eva W. Hardman (hereinafter Hardman) executing an easement to Utah Power and Light Company (a copy of which is attached hereto as Exhibit 'A') Utah Power and Light Company agrees to do, perform and be bound by the following listed items in addition to whatever monies may be paid to Hardman for the purchase of said easement.

1. Drill and construct such additional wells as are necessary to assure Hardman of a continuous flow of three second feet of water to replace the three existing wells located under the proposed power line. Said wells will be drilled after the proposed line is in service, but shall be operational no later than July 1, 1979. Utah Power and Light Company shall take whatever further action is necessary to transfer Hardman's right in the existing wells to the new wells. In the event that it shall be impossible to obtain a three second foot flow of water, or if for any other reason Utah Power and Light Company cannot provide Hardman the use of such a flow of well water on the property where the existing wells are located, by July 1, 1979, Utah Power and Light Company shall pay to Hardman the fair market value of such a well as established on July 1, 1979.

2. During the construction of the powerline Utah Power and Light Company will maintain the integrity of the existing fence line with gates or such other means as shall be reasonably necessary to restrain horses and livestock at such points where the existing fence may be interrupted or damaged by Utah Power and Light Company, its contractors or subcontractors. All gates and openings will be locked when no work is actually being performed on the property to insure the security of equipment located on the property.

3. Utah Power and Light Company will hold Hardman harmless from liability to third persons for injuries and damages which occur as a result of the acts or omissions of Utah Power and Light Company, its contractors or subcontractors.

4. Utah Power and Light Company agrees to reimburse Hardman for all damages caused as a result of said construction on the subject property including compensation at the rate of \$10.00 per hour for work performed by Hardman at the request of Utah Power and Light Company or which may be necessary to protect his property from loss or damage.

DATED this 28th day of December, 1977.

W. Raymond Hardman  
W. Raymond Hardman

Eva W. Hardman  
Eva W. Hardman

UTAH POWER AND LIGHT COMPANY

By: John S. Anderson *JP*

Attest: I certify that the above-named John S. Anderson has the authority to execute the above agreement on behalf of Utah Power and Light Company.

[Signature]

I hold the following position for Utah Power and Light Company:

Assistant Secretary

*OK Kenneth Collins  
Folder 899  
J & C  
84110  
(5)*

RECORDED AT THE REQUEST OF  
*W. R. Anderson*  
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