

4345834

Executed in 150 Counterparts
Of Which This is Counterpart No. 76

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(formerly GUARANTY TRUST COMPANY OF NEW YORK)

AND

W. A. SPOONER (SUCCESSOR CO-TRUSTEE)

As Trustees under Utah Power &
Light Company's Mortgage and Deed
of Trust, dated as of December 1,
1943

FORTY-FIRST SUPPLEMENTAL INDENTURE

Providing among other things for First Mortgage Bonds,
9 3/8% Series due October 1, 2016
Dated as of October 1, 1986

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KATIE L. NIXON
RECORDER
SALT LAKE COUNTY,
UTAH

NOV 7 12 13 PM '86

1986
Patricia R. Brown
REC'D OF DEP
Patricia R. Brown
Sally P. Co.

FORTY-FIRST SUPPLEMENTAL INDENTURE

INDENTURE, dated as of October 1, 1986, between UTAH POWER & LIGHT COMPANY, a corporation of the State of Utah (successor by merger to Utah Power & Light Company, a corporation of the State of Maine, hereinafter sometimes called the "Maine Company"), and a transmitting utility as defined in section 70A-9-105 of the Utah Code Annotated, whose post office address is P.O. Box 899, Salt Lake City, Utah 84110 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N.Y. 10015 (hereinafter sometimes called the "Corporate Trustee"), and W. A. SPOONER (successor Co-Trustee), whose post office address is 30 West Broadway, New York, New York (hereinafter sometimes called the "Co-Trustee" and the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the "Mortgage"), which Mortgage was executed and delivered by the Maine Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which Mortgage is hereby made, this Indenture (hereinafter called the "Forty-first Supplemental Indenture") being supplemental thereto;

WHEREAS, under the Mortgage, the Maine Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Maine Company and all such property (except as aforesaid) thereafter acquired by the Maine Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming, Colorado and New Mexico, which counties include or will include all counties in which this Forty-first Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Maine Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any prop-

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1407 W. North Temple
SRE Utah 84116

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erty thereafter acquired and intended to be subject to the lien thereof; and

WHEREAS, Section 125 of the Mortgage provided, among other things, that instruments supplemental to the Mortgage embodying any modification or alteration of the Mortgage or of any indenture supplemental thereto made at any bondholders' meeting and approved by Resolution of the Board of Directors of the Maine Company could be executed by the Maine Company and the Trustees; and

WHEREAS, the Maine Company executed and delivered to the Trustees the following supplemental indentures:

<u>Designation</u>	<u>Dated as of</u>
First Supplemental Indenture.....	January 1, 1945
Second Supplemental Indenture.....	May 1, 1946
Third Supplemental Indenture.....	April 1, 1948
Fourth Supplemental Indenture.....	May 1, 1949
Fifth Supplemental Indenture.....	October 1, 1949
Sixth Supplemental Indenture.....	October 1, 1950
Seventh Supplemental Indenture.....	October 1, 1951
Eighth Supplemental Indenture.....	October 1, 1952
Ninth Supplemental Indenture.....	May 1, 1954
Tenth Supplemental Indenture.....	September 1, 1955
Eleventh Supplemental Indenture.....	October 1, 1957
Twelfth Supplemental Indenture.....	September 1, 1960
Thirteenth Supplemental Indenture.....	June 1, 1962
Fourteenth Supplemental Indenture.....	April 1, 1963
Fifteenth Supplemental Indenture.....	August 1, 1964
Sixteenth Supplemental Indenture.....	March 1, 1968
Seventeenth Supplemental Indenture.....	December 1, 1969
Eighteenth Supplemental Indenture.....	April 1, 1970
Nineteenth Supplemental Indenture.....	March 1, 1971
Twentieth Supplemental Indenture.....	May 1, 1972
Twenty-first Supplemental Indenture....	February 1, 1974
Twenty-second Supplemental Indenture...	October 1, 1974
Twenty-third Supplemental Indenture....	November 1, 1975
Twenty-fourth Supplemental Indenture...	February 1, 1976
Twenty-fifth Supplemental Indenture....	April 1, 1976

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WHEREAS, said First through Twenty-fifth Supplemental Indentures were recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated as of May 9, 1955, was executed by the Maine Company appointing Karl R.

Henrich as Co-Trustee in succession to Arthur E. Burke, resigned, under the Mortgage, and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated July 19, 1963, was executed by the Maine Company appointing H. H. Gould as Co-Trustee in succession to said Karl R. Henrich, resigned, under the Mortgage, and by H. H. Gould accepting the appointment as Co-Trustee under the Mortgage in succession to said Karl R. Henrich, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, an instrument, dated August 31, 1973, was executed by the Maine Company appointing R. Amundsen as Co-Trustee in succession to said H. H. Gould, resigned, under the Mortgage, and by R. Amundsen accepting the appointment as Co-Trustee under the Mortgage in succession to said H. H. Gould, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, the Maine Company heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
3 3/4% Series due 1968.....	\$42,000,000	None
2 3/4% Series due 1976.....	32,000,000	None
3 1/8% Series due 1978.....	3,000,000	None
3 % Series due 1979.....	3,000,000	None
2 7/8% Series due October 1, 1979	3,000,000	None
2 7/8% Series due 1980.....	8,000,000	None
3 5/8% Series due 1981.....	9,000,000	None
3 1/2% Series due 1982.....	10,000,000	None
3 1/4% Series due 1984.....	15,000,000	None
3 5/8% Series due 1985.....	15,000,000	None
5 1/4% Series due 1987.....	15,000,000	None
4 7/8% Series due 1990.....	16,000,000	16,000,000
4 1/2% Series due 1992.....	22,000,000	22,000,000
4 1/2% Series due 1993.....	15,000,000	15,000,000
4 5/8% Series due 1994.....	15,000,000	15,000,000
7 % Series due 1998.....	20,000,000	20,000,000

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
9 1/4% Series due 2000.....	\$30,000,000	\$30,000,000
6 1/4% Series due 1976.....	35,000,000	None
7 1/2% Series due 2002.....	25,000,000	25,000,000
6 1/8% First Series due 2004....	14,000,000	14,000,000
6 1/8% Second Series due 2004....	11,000,000	11,000,000
6 1/8% Third Series due 2004....	16,000,000	16,000,000
10 1/4% Series due 1983.....	40,000,000	None
10 1/4% Series due 2005.....	60,000,000	60,000,000
9 % Series due 2006.....	35,000,000	35,000,000
8 3/4% Series due April 1, 2006.	32,000,000	32,000,000

which bonds are also sometimes called bonds of the First through Twenty-sixth Series, respectively; and

WHEREAS, the Maine Company was merged into the Company on August 31, 1976; and

WHEREAS, in order to evidence the succession of the Company to the Maine Company and the assumption by the Company of the covenants and conditions of the Maine Company in the bonds and in the Mortgage contained, and to enable the Company to have and exercise the powers and rights of the Maine Company under the Mortgage in accordance with the terms thereof, the Company executed and delivered to the Trustees a Twenty-sixth Supplemental Indenture, dated as of August 31, 1976 (which supplemental indenture is hereinafter sometimes called the "Twenty-sixth Supplemental Indenture"); and

WHEREAS, said Twenty-sixth Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State; and

WHEREAS, the Company executed and delivered to the Trustees the following supplemental indentures:

<u>Designation</u>	<u>Dated as of</u>
Twenty-seventh Supplemental Indenture.....	September 1, 1976
Twenty-eighth Supplemental Indenture.....	November 1, 1976
Twenty-ninth Supplemental Indenture.....	March 1, 1977
Thirtieth Supplemental Indenture.....	September 1, 1977
Thirty-first Supplemental Indenture.....	April 1, 1978

<u>Designation</u>	<u>Dated as of</u>
Thirty-second Supplemental Indenture.....	May 1, 1973
Thirty-third Supplemental Indenture.....	April 1, 1979
Thirty-fourth Supplemental Indenture.....	September 1, 1979
Thirty-fifth Supplemental Indenture.....	March 1, 1980
Thirty-sixth Supplemental Indenture.....	April 1, 1981
Thirty-seventh Supplemental Indenture.....	December 1, 1981
Thirty-eighth Supplemental Indenture.....	July 1, 1982
Thirty-ninth Supplemental Indenture.....	December 1, 1982

; and

WHEREAS, said Twenty-seventh through Thirty-ninth Supplemental Indentures were recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Fortieth Supplemental Indenture, dated as of September 1, 1984 (which supplemental indenture is hereinafter sometimes called the "Fortieth Supplemental Indenture"); and

WHEREAS, said Fortieth Supplemental Indenture was recorded and filed in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming, and with the respective Secretaries of State, as follows:

UTAH

Recorded

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Beaver.....	10-15-84	156493	213	319
Box Elder.....	10-31-84	7941J	392	148-168
Cache.....	10-12-84	473301	343	485-505
Carbon.....	10-12-84	5648	243	373-393
Davis.....	10-11-84	685053	1009	288-308
Duchesne.....	10-03-84	241818	A-119	664-684
Emery.....	10-12-84	308810		
Garfield.....	10-13-84	193625	285	361-381
Grand.....	10-17-84	405343	365	525-546
Iron.....	10-17-84	255639	323	566-586
Juab.....	10-15-84	178154	313	679
Kane.....	10-15-84	53754	083	96-116
Millard.....	10-12-84	53801 and 53802	165 185	173-193 194-214
Morgan.....	10-02-84	51334	M-46	291
Piute.....	10-16-84	90712	"21" Mtgs.	726-747
Rich.....	10-17-84	30563	S4	600-620
Salt Lake.....	10-16-84	4005159	5598	2807
San Juan.....	10-15-84	1407268	1063	861-881
Sanpete.....	10-15-84	275365	256	327-347
Sevier.....	10-16-84	222936	194	147-167
Summit.....	10-17-84		317	504-524
Tooele.....	10-18-84	364417 and 364418	223	950-991
Uintah.....	10-11-84	6633-84	367	580-600
Utah.....	10-16-84	30566	2170	418-38
Wasatch.....	10-04-84	133647	166	739-759
Washington.....	10-15-84	267417	360	467-487
Weber.....	10-16-84	921293	1455	2080-2100

SECRETARY OF STATE OF UTAH
DEPARTMENT OF BUSINESS REGULATION,
DIVISION OF CORPORATIONS AND UNIFORM COMMERCIAL CODE.

October 15, 1984, File No. 990570

COLORADO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Delta.....	10-22-84	413700	530	965-985
Gunnison.....	10-19-84	384266	611	112-132
La Plate.....	10-22-84	506943	Microfilm	#506943
Montrose.....	10-19-84	522359	742	582-602
Montezuma.....	10-19-84	376464	569	164-184
Ouray.....	10-19-84	136523	168	654-664
San Miguel.....	10-19-84	236120	414	576-596

SECRETARY OF STATE OF COLORADO

File No. 748359 on October 22, 1984

IDAHO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Bannock.....	10-10-84	737109	414	Mortgages
Bear Lake.....	10-04-84	135767		
Bingham.....	10-04-84	326289	48	
Bonneville.....	10-04-84	671094	Fiche	2762-13
Butte.....	10-04-84	14825	Mortgages	
Caribou.....	10-04-84	122261		
Clark.....	10-04-84	38843		
Franklin.....	10-04-84	167432		
Fremont.....	10-04-84	388066		
Jefferson.....	10-04-84	229271		
Lemhi.....	10-04-84	173583	Mortgages	
Madison.....	10-04-84	205981		
Oneida.....	10-04-84	108505		
Power.....	10-04-84	135054	Dr.#7	
Teton.....	10-04-84	95589	Microfilmed	

SECRETARY OF STATE OF IDAHO

File No. B98580 on October 5, 1984, at 9:37 a.m.

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NEW MEXICO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Bernalillo.....	10-11-84	24598		
San Juan.....	10-09-84	94777	1002	361

WYOMING

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Lincoln.....	10-09-84	624407	219PR	346
Sublette.....	10-09-84	203604	42 Mtg.	559
Uinta.....	10-04-84	R15633	174-B	1-20

SECRETARY OF STATE OF WYOMING

File No. 222152 on October 9, 1984, at 9:45 a.m.

WHEREAS, the Company heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
8 3/8% Series due September 1, 2006..	\$40,000,000	\$40,000,000
6 3/8% Series due November 1, 2006...	50,000,000	50,000,000
8 1/2% Series due March 1, 2007.....	55,000,000	55,000,000
8 1/4% Series due September 1, 2007..	50,000,000	50,000,000
5.90% Series due April 1, 2008.....	42,000,000	42,000,000
9 1/8% Series due May 1, 2008.....	50,000,000	50,000,000
10 1/8% Series due April 1, 2009.....	35,000,000	35,000,000
10 1/4% Series due September 1, 2009.	65,000,000	65,000,000
14 3/4% Series due March 1, 2010.....	60,000,000	60,000,000
11 1/8% First Series due April 1, 2011.....	45,000,000	45,000,000
11 1/8% Second Series due April 1, 2011.....	45,000,000	45,000,000
16 3/8% Series due December 1, 2011..	90,000,000	79,800,000
13 1/2% Series due July 1, 2012.....	46,500,000	46,500,000
13% Series due December 1, 2012.....	90,000,000	90,000,000
10.70% Series due September 1, 2014..	16,750,000	16,750,000

which bonds are also sometimes called bonds of the Twenty-seventh through Forty-first Series, respectively; and

WHEREAS, an instrument, dated July 21, 1986, was executed by the Company appointing W. A. Spooner as Co-trustee in succession to said R. Amundsen, resigned, under the Mortgage, and by W. A. Spooner accepting the appointment as Co-trustee under the Mortgage in succession to said R. Amundsen, which instrument was recorded in the States of Utah, Colorado, Idaho, New Mexico, and Wyoming; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS, the execution and delivery by the Company of this Forty-first Supplemental Indenture, and the terms of bonds of the Forty-second Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York and W. A. Spooner, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water,

steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephones, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves, and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted) shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of

the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Forty-first Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth

in the Mortgage, as supplemented, this Forty-first Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Morgan Guaranty Trust Company of New York and W. A. Spooner as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage as follows:

ARTICLE I

Forty-second Series of Bonds

Section 1. (I) There shall be a series of bonds designated "9 3/8% Series due October 1, 2016" (herein sometimes referred to as the "Forty-second Series"), each of which shall also bear the descriptive title "First Mortgage Bond", and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Article I specified. Bonds of the Forty-second Series shall be dated as in Section 10 of the Mortgage provided; shall mature on October 1, 2016; shall be issued as fully registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 9 3/8% per annum, payable semiannually on April 1 and October 1 of each year; the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) Bonds of the Forty-second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time,

or in part from time to time, prior to maturity, upon notice as provided in Section 62 of the Mortgage, mailed at least 30 days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1987.....	108.43%	1997.....	105.06%	2007.....	101.69%
1988.....	108.09%	1998.....	104.72%	2008.....	101.35%
1989.....	107.76%	1999.....	104.39%	2009.....	101.02%
1990.....	107.42%	2000.....	104.05%	2010.....	100.68%
1991.....	107.08%	2001.....	103.71%	2011.....	100.34%
1992.....	106.74%	2002.....	103.37%	2012.....	100.00%
1993.....	106.41%	2003.....	103.04%	2013.....	100.00%
1994.....	106.07%	2004.....	102.70%	2014.....	100.00%
1995.....	105.73%	2005.....	102.36%	2015.....	100.00%
1996.....	105.40%	2006.....	102.03%	2016.....	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Forty-second Series shall be redeemed at the applicable general redemption prices prior to October 1, 1991, if such redemption is for the purpose or in anticipation of refunding such bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.531% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to October 1, 1991, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate, upon which the Corporate Trustee shall conclusively rely, stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Forty-second Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture) at the following special

redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1987.....	100.00%	1997.....	100.00%	2007.....	100.00%
1988.....	100.00%	1998.....	100.00%	2008.....	100.00%
1989.....	100.00%	1999.....	100.00%	2009.....	100.00%
1990.....	100.00%	2000.....	100.00%	2010.....	100.00%
1991.....	100.00%	2001.....	100.00%	2011.....	100.00%
1992.....	100.00%	2002.....	100.00%	2012.....	100.00%
1993.....	100.00%	2003.....	100.00%	2013.....	100.00%
1994.....	100.00%	2004.....	100.00%	2014.....	100.00%
1995.....	100.00%	2005.....	100.00%	2015.....	100.00%
1996.....	100.00%	2006.....	100.00%	2016.....	100.00%

in each case together with accrued interest to the date fixed for redemption.

(IV) At the option of the registered owner, any bonds of the Forty-second Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, together with a written instrument of transfer whenever required by the Company duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Forty-second Series shall be transferable (subject to the provisions of Section 12 of the Mortgage) at the office or agency of the Company in the Borough of Manhattan, The City of New York.

Upon any exchange or transfer of bonds of the Forty-second Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Forty-second Series.

Upon the delivery of the Forty-first Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of

the Forty-second Series for the aggregate principal amount of \$170,000,000.

ARTICLE II

Miscellaneous Provisions

Section 2. Subject to any amendments provided for in this Forty-first Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Forty-first Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

Section 3. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-first Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Forty-first Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Forty-first Supplemental Indenture.

Section 4. Whenever in this Forty-first Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Forty-first Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or any of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 5. Nothing in this Forty-first Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any

person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Forty-first Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Forty-first Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

Section 6. This Forty-first Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE III

SPECIFIC DESCRIPTION OF PROPERTY

PARAGRAFE ONE

ELECTRIC GENERATING PLANTS

The electric generating plants, developments and stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including but not limited to the following described property situated in the State of Utah:

(1) Hunter Steam Electric Plant (Referred to in Item (1) of Paragraph One of the Twenty-fifth Supplemental Indenture as "Emery Steam Electric Plant").

Additional Land:

(1) Beginning at the north quarter corner of Section 30, T.16 S., R.10 E., S.L.M.; thence North 1320 feet; thence West 990 feet; thence South 2640 feet; thence East 990 feet; thence North 1320 feet to the

point of beginning, being land acquired by Deed dated June 9, 1980, and recorded June 13, 1980, in Book 113, Page 789 in the records of the County Recorder of said County.

(2) Millsite Surge Pond-Hunter Plant,
Additional Land Located in Emery County, Utah Described as
Follows:

(1) Beginning 719.1 feet south, and 576.6 feet east from the north quarter corner of Section 35, T.19 S., R.7 E., S.L.M.; thence S.53°34'E. 598 feet; thence Southwesterly 612 feet; thence West 382 feet to highway; thence along a curve to the left 490 feet; thence N.30°17'E. 204.5 feet; thence along a 3279.80 foot radius curve to the left 71.63 feet, to the point of beginning, being land acquired by Deed dated November 12, 1976, and recorded November 16, 1976, in Book 89, Page 182 in the records of the County Recorder of said County.

(3) Gadsby Steam Electric Plant (Item (3) of Paragraph One of the Ninth Supplemental Indenture).

Additional Lands:

(1) All of Lots 22, 23, and 24, Block 4, Miles and Hamilton's Addition in Lot 1, Section 3, T.1 S., R.1 W., S.L.M.

All of Lots 22 to 29 inclusive, Block 5, Miles and Hamilton's Addition in Lot 1, Section 3, T.1 S., R.1 W., S.L.M.

Beginning N.89°56'E. 1325.11 feet, and S.0°02'E. 894.02 feet from the north quarter corner of Section 3, T.1 S., R.1 W., S.L.M.; thence Southerly along UP&L Co. land; thence Westerly along a 2814.79 foot radius curve to the left 427.83 feet; thence S.78°04'W. 115.13 feet; thence S.77°52'W. 199.46 feet; thence S.61°37'E. 154.35 feet; thence N.77°59'E. 88.31 feet; thence N.78°04'E. 115.06 feet; thence Easterly along a 2814.79 foot radius curve to the right 400.00 feet, thence N.0°02'W. 100.00 feet to the point of beginning, being land acquired by deed dated July 11,

1974, and recorded July 23, 1974, in Book 3638, Pages 87, 88, and 89 in the records of the County Recorder of said County.

(4) Carbon Steam Electric Plant (Item (4) of Paragraph One of the Ninth Supplemental Indenture), Additional Land Located in Carbon County, Utah, Described as Follows:

Beginning South 3607.09 feet and East 2500.25 feet from the northwest corner of Section 1, T.13S., R.9 E., S.L.M., thence Northwesterly, 20 feet, thence $N.14^{\circ}43'43''W.$ 128.57 feet; thence $N.22^{\circ}20'57''W.$ 132.74 feet; thence $N.28^{\circ}52'02''W.$ 207 17 feet; thence $N.31^{\circ}58'38''W.$ 508.67 feet; thence $N.34^{\circ}45'36''W.$ 42.35 feet; thence $S.89^{\circ}26'44''W.$ 356.23 feet to a point on the arc of as a spiral curve to the left whose radius point bears $N.77^{\circ}46'38''E.$ 616.56 feet; thence Southeasterly along the arc of said curve 188.74 feet; thence $S.33^{\circ}30'46''E.$ 92.93 feet; thence $S.36^{\circ}39'40''E.$ 322.20 feet; thence $S.35^{\circ}49'33''E.$ 117.20 feet to the point of curve of a spiral curve to the right whose radius point bears $S.55^{\circ}10'58''W.$ 1048.62 feet; thence along the arc of said curve 1014.44 feet; thence East 177.82 feet thence $N.7^{\circ}46'30''W.$ 218.00 feet; thence $N.2^{\circ}26'30''E.$ 305.27 feet; thence $N.37^{\circ}26'00''E.$ 204.01 feet; thence East 47.34 feet to the point of beginning.

Beginning 1017.3 feet south and 1935.3 feet east from the Northwest corner of Section 1 T.13 S., R.9 E., S.L.M., thence $S.50^{\circ}04'E.$ 102.3 feet; thence $S.60^{\circ}54'E.$ 100.9 feet; thence $S.57^{\circ}14'E.$ 98.8 feet; thence $S.51^{\circ}40'E.$ 97.1 feet; thence $S.35^{\circ}04'E.$ 95 feet; thence $S.14^{\circ}11'E.$ 28.4 feet; thence $N.89^{\circ}53'55''W.$ 110.4 feet; thence $N.61^{\circ}20'39''W.$ 370 feet; thence Northwesterly 75 feet; thence $N.41^{\circ}47'11''E.$ 135 feet to the point of beginning, being land acquired by deed dated July 10, 1986 and recorded July 23, 1986, in Book 262, pages 309-311 in the records of the County Recorder of said County.

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Also, all other electric generating plants, developments and stations of the Company or parts thereof, and all lands, owned by the Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

SUBSTATIONS, SWITCHYARDS AND SWITCHRACKS

The electric substations, switchyards and switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any state, or other lands, public or private; including, but not limited to, the following described property within the State of Utah:

(1) Morton Court Switchrack in Salt Lake County, Utah, Located on Land Described as Follows:

(1) Beginning at the northwest corner of Lot 6 , Block 18; Plat A, Salt Lake City Survey; thence East 2.5 rods; thence South 10 rods; thence West 2.5 rods; thence North 10 rods to beginning, being land acquired by Deed dated June 1, 1976, and recorded June 7, 1976, in Book 4223, Page 256 in the records of the County Recorder of said County.

(2) Ridgeland Substation in Salt Lake County, Utah, Located on Land Described as Follows:

(1) Beginning 1320 feet south and 40 feet west from the northeast corner of Section

19, T.1 S., R.1 W., S.L.M.; thence North 302.33 feet; thence Northwesterly along a curve to the right 388.71 feet to the northwest corner; thence South 458.51 feet; thence East 340 feet to the point of beginning, being land acquired by Deed dated May 23, 1974, and recorded August 5, 1974, in Book 3646, Page 420, in the records of the County Recorder of said County.

(3) Riter Substation, in Salt Lake County, Utah, located on land described as follows:

Beginning S.0°04'33"E. 723.79 feet from the east one quarter corner of Section 28, T.1 S., R.2 W., S.L.M., thence S.0°04'33"E. 130.22 feet; thence West 133 feet; thence S.0°04'33"E. 61.89 feet; thence West 529.36 feet; thence N.0°35'11"W. 139.81 feet; thence N.85°15'30"E. 632.7 feet; thence East 33 feet; to the point of beginning, being land acquired by Deed dated April 18, 1986, and recorded April 18, 1986, in Book 5757, Page 2187, in the records of the County Recorder of said County.

(4) West Ogden Substation, in Weber County, Utah, located on land described as follows:

Beginning at a point 470.54 feet east from the south quarter corner of Section 26, T.6 N., R.2 W., S.L.M.; thence N.0°21'40"E. 462.87 feet; thence East 22.60 feet; thence N.0°21'40"E. 308.31 feet; thence N.88°16'00"E. 88.71 feet and thence N.59°37'59"E. 219.57 feet; thence S.0°21'40"W. 884.87 feet; thence West 300.00 feet to the point of beginning, being land acquired by Deed dated January 12, 1981, and recorded January 16, 1981, in Book 1374, Page 1769, in the records of the County Recorder of said County.

(5) Timp Substation, in Utah County, Utah, located on land described as follows:

All of Lots 5 and 6 of the United Industrial Park Subdivision, Amended Plat "A" as recorded (recording No. 18261) in

the office of the Recorder of Utah County on June 20, 1984. Being in the Northwest Quarter of the Northwest Quarter of Section 9, and the Northeast Quarter of the Northwest Quarter of Section 8, T.6 S., R.2 E., S.L.M., being land acquired by Deed dated June 29, 1984, and recorded June 29, 1984, in Book 2148, Page 96, in the records of the County Recorder of said County.

Beginning at the northeast corner of Lot 11 of the United Industrial Park Subdivision, Plat "A", East 440.00 feet and South 1185.25 feet from the northwest corner of Section 9, T.6 S., R.2 E., S.L.M., thence East 123.89 feet; thence Southeasterly along the arc of a 15.00 foot radius curve to the right 23.34 feet; thence S.0°50'07"E. 95.84 feet, thence S.89°58'42"W. 140.28 feet; thence North 110.66 feet to the point of beginning.

Beginning East 440.00 feet and South 999.26 feet from the northwest corner of Section 9, T.6 S., R.2 E., S.L.M., thence South 135.99 feet; thence East 123.89 feet; thence Southeasterly along the arc of a 65.00 foot radius curve to the right 101.15 feet; thence S.0°50'07"E. 96.55 feet; thence N.89°58'42"E. 50.52 feet; thence S.0°43'28"E. 28.79 feet; thence N.89°39'48"E. 199.03 feet; thence North 324.18 feet; thence West 440.20 feet to the point of beginning, being land acquired by deed dated June 4, 1984, and recorded June 19, 1984, in Book 2144, page 138, in the records of the County Recorder of said County.

(6) Saratoga Substation, in Utah County, Utah, located on land described as follows:

Beginning North 10.28 feet,
S.89°55'10"W. 596.19 feet, and N.1°09'00"E.
24.00 feet, from the east 1/4 corner of
Section 26, T.5 S., R.1 W., S.L.M., thence
S.89°55'10"W. 200.90 feet, thence
N.1°09'00"E. 209.00 feet, thence
N.89°55'10"E. 200.00 feet, thence
S.1°09'00"W. 209 feet to the point of
beginning, being land acquired by deed

dated April 10, 1984 and recorded April 16, 1984 in book 2129, page 177 in the records of the County Recorder of said County.

Also, all other electric substations, switchyards and switchracks owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands, public or private.

PARAGRAPH TEN

MISCELLANEOUS PROPERTY

All miscellaneous land and rights and interest in lands of the Company, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the county recorders of the counties in which said properties are located, which are hereby referred to for more particular description of said lands and rights:

UNIMPROVED (IDAHO)

(1) Malad Service Center, in Oneida County, Idaho, additional land described as follows:

(1) Beginning S.0°01'30"E. 423.5 feet from the northwest corner of Section 27, T.14 S., R.36 E., B.M.; thence S.89°36'E. 319 feet; thence S.0°01'30"E. 150 feet; thence S.89°36'E. 100 feet; thence S.0°01'30"E. 10.38 feet; thence S.2°26'59"E. 150.9 feet; thence S.3°22'16"W. 175.67 feet; thence S.29°13'26"W. 212.57 feet; thence S.36°32'51"E. 42.67 feet; thence S.0°01'30"E. 80.30 feet; thence N.89°36'W. 336.52 feet; thence N.0°01'30"W. 787.18 feet to the point of beginning, being land acquired by Deed dated December 31, 1977, and recorded April 17, 1978, microfilm 97779 in the records of the County Recorder of said County.

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(2) West Idaho Falls Tap Switchrack located in Bonneville County, Idaho, on land described as follows:

(1) Beginning south 80.50 feet, and N.87°57'E. 57.00 feet from the northwest corner of Section 31, T.2 N., R.37 E., B.M.; thence N.87°57'E. 200.00 feet; thence S.5°49'W. 200.00 feet; thence S.87°57'W. 200.00 feet; thence N.5°49'E. 200.00 feet to the point of beginning. Being land acquired by Deed dated October 8, 1980, and recorded October 15, 1980, on Fiche No. 924-39 in the records of the County Recorder of said County.

(3) Lava Service Center, an additional tract of land located in Bannock County, Idaho, described as follows:

Beginning East 1328.28 feet and N.0°11'23"E. 313.30 feet from the southwest corner of Section 21, T.9 S., R.38 E., B.M.; thence N.0°11'23"E. 168.00 feet; thence S.89°18'W. 220.76 feet; thence S.0°11'23"W. 168.00 feet; thence N.89°18'E. 220.76 feet to the point of beginning, being land acquired by Deed dated April 12, 1984, and recorded April 13, 1984, in Book 407, in the records of the County Recorder of said County.

(4) Preston-Richmond Transmission line corridor, an additional tract of land located in Franklin County, Idaho, described as follows:

Beginning at the east one quarter corner of Section 30, T.15 S., R.40 E., B.M.; thence West 119.8 feet; thence North 49.8 feet; thence N.89°20'E. 1120 feet; thence South 49.4 feet to the point of beginning, being land acquired by Deed dated April 18, 1984, and recorded April 19, 1984, in the records of the County Recorder of said County.

UNIMPROVED (UTAH)

(1) Tremonton Service Center in Box Elder County, Utah, located on Land Described as Follows:

(1) Beginning N.0°41'30"E. 1787.96 feet from the south quarter corner of Section 3, T.11 N., R.3 W., S.L.M.; thence N.89°48'25"E. 584.42 feet; thence N.5°08'40"E. 860.56 feet; thence S.89°48'25"W. 651.24 feet; thence S.0°41'30"W. 856.93 feet to the point of beginning, being land acquired by Deed dated December 29, 1978 and recorded May 21, 1979, in Book 319, Page 617, in the records of the County Recorder of said County.

(2) Bear River Flood Properties, Several Tracts of Additional Land in Cache County, Utah, Described as follows:

(1) Beginning at the southeast corner of the west half of the northeast quarter of Section 3, T.14 N., R.1 W., S.L.M.; thence West 114.00 feet, more or less, to the East bank of the Bear river; thence upstream and along said river bank to the North-South quarter line of Section 3; thence North along said quarter line to the Easterly bank of the Bear River; thence upstream and along said river bank to a point that is South 100.00 feet and West 280.00 feet from a point 561.00 feet South of the northeast corner of the West half of the Northeast quarter of Section 3; thence S.39°50'W. 78.00 feet; thence S.34°40'W. 298.00 feet; thence S.28°30'W. 199.00 feet; thence S.18°30'W. 174.00 feet; thence S.16°40'E. 157.00 feet; thence S.51°50'E. 210.00 feet; thence N.86°50'E. 90.00 feet; thence S.84°30'E. 105.00 feet; thence S.69°30'E. 85.00 feet; thence S.54°30'E. 172.00 feet; thence S.29°20'E. 275.00 feet; thence S.17°10'E. 304.00 feet; thence S.2°20'W. 120.00 feet; thence S.9°30'W. 152.00 feet; thence S.56°20'E. 72.00 feet, more or less, to the South line of the Northeast Quarter of Section 3; thence West along said South line to the point of beginning, being land acquired by Deed dated June 29, 1981, and recorded July 2, 1981, in Book 287, Pages 961 and 962 in records of the County Recorder of said County.

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(2) Beginning at the southeast corner of said northwest quarter of the northwest quarter of Section 8, T.13 N., R.1 E., S.L.M.; thence West 915 feet; thence N.0°50'E. 345.00 feet; thence N.19°45'E. 265.00 feet; thence N.23°12'E. 457.00 feet; thence N.10°00'E. 172.00 feet; thence N.19°40'W. 75.00 feet; thence N.8°45'W. 64.80 feet, more or less, thence East 650 feet, more or less, thence South 1320.00 feet, more or less, to the point of beginning.

Beginning at a point east 49 rods, more or less, from the southwest corner of Section 5, T.13 N., R.1 E., S.L.M.; thence N.60°00'W. 35.00 feet; thence N.67°45'W. 235.00 feet; thence N.63°55'W. 267.00 feet; thence N.47°00'W. 362.00 feet; thence N.51°00'W. 325.00 feet; thence N.41°20'W. 110.00 feet, more or less, thence South 50 feet, more or less; thence S.43°40'E. 147.00 feet; thence S.47°05'E. 213.00 feet; thence S.43°30'E. 232.00 feet; thence S.33°50'E. 118.00 feet; thence S.45°25'E. 121.00 feet; thence S.41°10'E. 144.00 feet, more or less; thence East 420.00 feet, more or less, to the point of beginning.

All that portion of the northeast quarter of the southeast quarter of the southeast quarter of Section 6, T.13 N., R.1 E., S.L.M., located Northeasterly of the toe of the slope excluding any portion of the Bear River which encumbers said property, being land acquired by Deed dated June 30, 1981, and recorded July 8, 1981, in Book 288, Pages 233 to 238 in the records of the County Recorder of said County.

(3) Beginning at the southeast corner of the southwest quarter of Section 26; T.14 N., R.1 W., S.L.M.; thence West 60 rods; thence N.56°45'E. 1165.00 feet, more or less; thence North 645.00 feet, thence N.76°30'E. 85.00 feet; thence N.64°45'E. 155.00 feet; thence S.84°55'E. 240.00 feet; thence S.86°15'E. 315.00 feet; thence N.68°40'E. 180.00 feet; thence N.42°05'E. 170.00 feet; thence N.22°15'E. 123.00 feet;

thence N.5°20'E. 360.00 feet; thence N.23°15'E. 230.00 feet; thence N.9°30'E. 185.00 feet; thence N.8°45'W. 340.00 feet; thence N.5°05'W. 470.00feet; thence N.27°30'W. 90.00 feet; thence N.40°10'W. 102.00 feet; thence N.45°00'W. 95.00 feet; thence N.23°00'W. 127.00 feet; thence N.9°20'W. 245.00 feet; thence N.33°40'W. 95.00 feet; thence N.52°45'W. 119.00 feet; thence N.61°40'W. 430.00 feet; thence West 70.00 feet; thence S.71°45'W. 162.00 feet; thence S.47°25'W. 245.00 feet; thence S.63°40'W. 123.00 feet; thence S.72°00'W. 210.00 feet; thence S.73°40'W. 196.00 feet; thence S.61°30'W. 290.00 feet; thence S.87°10'W. 118.00 feet; thence N.85°30'W. 80.00 feet; thence N.78°15'W. 122.00 feet; thence S.67°45'W. 35.00 feet; thence S.47°10'W. 185.00 feet; thence S.34°40'W. 67.00 feet; thence S.55°25'W. 58.00 feet; thence S.88°35'W. 150.00 feet; thence S.65°10'W. 55.00 feet; thence S.57°40'W. 130.00 feet; thence West 70.00 feet; thence S.71°25'W. 50.00 feet; thence N.63°55'W. 90.00 feet; thence N.50°15'W. 105.00 feet; thence N.23°15'W. 78.00 feet; thence N.7°45'W. 159.00 feet; thence N.16°55'W. 288.00 feet; thence N.63°05'W. 80.00 feet, more or less; thence East 850 feet, more or less; thence North 210.00 feet, more or less, to the South bank of the Bear river; thence S.41°15'E. 120.00 feet; thence S.55°40'E. 68.00 feet; thence S.79°45'E. 165.00 feet; thence S.42°30'E. 70.00 feet; thence N.84°10'E. 220.00 feet; thence S.89°15'E. 250.00 feet; thence N.81°45'E. 130.00 feet; thence N.67°25'E. 87.00 feet; thence N.80°30'E. 173.00 feet; thence N.60°00'E. 145.00 feet; thence N.50°45'E. 140.00 feet; thence N.46°45'E. 75.00 feet; thence N.27°30'E. 52.00 feet; thence N.75°00'E. 45.00 feet; thence N.22°05'E. 50.00 feet; thence N.38°30'E. 82.00 feet; thence N.28°00'E. 155.00 feet; thence N.31°10'E. 87.00 feet; thence N.61°05'E. 90.00 feet; thence N.80°45'E. 155.00 feet; thence S.33°10'E. 208.00 feet; thence S. 21°25'E. 85.00 feet; thence S.40°00'E. 200.00 feet; thence S.45°00'E. 105.00 feet; thence S.56°55'E. 140.00 feet; thence S.45°00'E. 135.00 feet; thence S.53°35'E.

95.00 feet; thence S.45°50'E. 30.00 feet, more or less; thence East 117 feet, more or less; thence South 2310 feet, more or less; thence West 132 feet; thence South 515 feet, more or less; thence East 800 feet, more or less to the West bank of the Bear river; thence S.35°55'E. 20.00 feet; thence S.63°15'E. 110.00 feet; thence S.38°55'E. 93.00 feet; thence S.7°15'E. 87.00 feet, more or less; thence S.16°45'W. 810.00 feet, more or less, to the West bank of the Bear River; thence S.24°45'W. 260.00 feet; thence S.1°20'E. 80.00 feet, more or less; thence West 1905 feet, more or less, to the point of beginning, being land acquired by Deed dated July 1, 1981, and recorded July 2, 1981, in Book 287, Pages 948 to 950 in the records of the County Recorder of said County.

(4) Beginning at the northwest corner of the southwest quarter of the southeast quarter of Section 15; T.14 N., R.1 W., S.L.M.; thence South 33-1/3 rods; thence 80 rods East; thence North 425.00 feet, more or less; thence N.62°58'W. 275.00 feet, more or less; thence West 1075.00 feet, more or less, to the point of beginning.

Beginning 1565 feet west from the northeast corner of the southeast quarter of the southeast quarter of Section 15, T.14 N., R.1 W., S.L.M.; thence N.72° 45' W. 82.0 feet; thence N.30°00'W. 43.00 feet; thence N.4°40'W. 158.00 feet; thence N.7°15'E. 342.00 feet; thence N.9°50'W. 186.00 feet; thence N.22°55'W. 245.00 feet; thence N.30°20'W. 585.00 feet; thence N.42.35'E. 120.00 feet; thence N.65°25'E. 580.00 feet; thence N.85°14'E. 200.00 feet; thence N.61°18'E. 430.00 feet; thence N.45°00'E. 295.00 feet; thence N.28°00'E. 260.00 feet; thence N.48°35'E. 300.00 feet; thence N.36°55'E. 345.00 feet; thence N.72°40'E. 500.00 feet; thence S.86°25'E. 305.00 feet; thence N.64°00'E. 150.00 feet; thence N.48°35'E. 260.00 feet; thence N.64°45'E. 110.00 feet; thence N.81°10'E. 115.00 feet; thence S.85°00'E. 70.00 feet; thence S.49°30'E. 355.00 feet; thence

S.23°35'E. 90.00 feet; thence S.40°15'E. 125.00 feet, more or less; thence Easterly 655.00 feet, more or less; thence North 30 rods; thence West 116.00 feet; thence North 30 rods; thence Westerly 2210.0 feet, more or less; thence South 30 rods; thence along the West Bank of the Bear River in a Southwesterly direction following the meanderings thereof to the West line of the E1/2 of said Section 15; thence Southerly along said West line 1718.00 feet, more or less, to the North line of the South half of the Southeast quarter of said Section 15; thence Easterly along said North line 1075.00 feet, more or less, to the true point of beginning, being land acquired by Deed dated June 30, 1981, and recorded July 2, 1981, in Book 287, Pages 942 and 943, in the records of the County Recorder of said County.

(5) Beginning at the northwest corner of the east one-half of the northwest quarter of Section 8, T.13 N., R.1 E., S.L.M.; thence East 900.00 feet; thence S.71°30'W. 126.00 feet; thence S.13°30'E. 298.00 feet; thence S.18°30'E. 237.00 feet; thence S.28°20'E. 210.00 feet; thence S.15°20'E. 321.00 feet; thence S.10°00'W. 203.00 feet; thence S.14°00'W 144.00 feet; thence S.7°50'W. 293.00 feet; thence S.12°30'W. 184.00 feet; thence S.2°20'E. 120.00 feet; thence S.7°30'W. 192.00 feet; thence S.16°50'W. 172.00 feet; thence S.2°30'W. 700.00 feet; thence S.9°50'E. 147.00 feet; thence S.31°20'E. 164.00 feet; thence S.4°20'E. 130.00 feet; thence S.16°30'W. 193.00 feet; thence S.47°10'W. 184.00 feet; thence S.75°30'W. 180 feet; thence S.40°10'W. 170.00 feet; thence S.34°30'W. 644.00 feet; thence S.49°20'W. 184.00 feet; thence S.49°12'08"W. 186.58 feet; thence North along said West line 4585.00 feet to the point of beginning.

Beginning at the southeast corner of the southwest quarter of the northwest quarter of Section 8, T.13 N., R.1 E., S.L.M.; thence North 80 rods; thence West to the East bank of the Bear River; thence South along the East bank of the Bear River to a point on the South line of the

Southwest Quarter of the Northwest Quarter of said Section 8: thence East to the point of beginning.

Beginning at the northeast corner of the northwest quarter of the southwest quarter of Section 8, T.13 N., R.1 E., S.L.M.; thence West 29 feet to the East bank of the Bear River; thence following said river bank in a Southerly direction to the South line of the Northwest Quarter of the Southwest Quarter of said Section 8; thence East 207 feet, more or less, to the East line of the Northwest Quarter of the Southwest Quarter of said Section 8; thence North 80 rods to the point of beginning, being land acquired by Deed dated June 29, 1981, and recorded July 2, 1981, in Book 287, pages 945 to 947, in the records of the County Recorder of said County.

(3) Terminal - Gadsby Transmission Line Corridor, a Tract of Additional Land in Salt Lake County, Utah, Described as follows:

(1) Beginning 1773.93 feet north and 1249.6 feet West from the south quarter corner of Section 16, T.1 S., R.1 W., S.L.M.; thence S. $76^{\circ}05'E$. 388.9 feet; thence South 92.72 feet, more or less; thence N. $76^{\circ}05'W$. 388.9 feet; thence North 92.72 feet, more or less, to the point of beginning, being land acquired by Deed dated January 5, 1976, and recorded January 7, 1976, in Book 4072, Pages 53 and 54, in the records of the County Recorder of said County.

(4) Terminal - Ninety South Transmission Line Corridor, Several Tracts of Additional Land in Salt Lake County, Utah, Described as Follows:

(1) Beginning S. $89^{\circ}58'50"W$. 1848.0 feet and north 852.75 feet from east quarter corner of Section 28, T.1 S., R.1 W., S.L.M.; thence North 137.25 feet; thence East 73.1 feet; thence S. $51^{\circ}56'53"E$. 388.23 feet; thence S. $3^{\circ}32'38"E$. 88.81 feet, thence West 104.38 feet; thence North 60.89 feet, to the point of a 130 foot radius curve to the left; thence Northwesterly

204.20 feet along the arc of said curve through a central angle of 90°; thence West 70.13 feet to the point of beginning, being land acquired by Deed dated April 11, 1975, and recorded April 11, 1975, in Book 3830, Page 249, in the records of the County Recorder of said County.

(2) Beginning 3859 feet north and 2780.5 feet east from the southwest corner of Section 14, T.2 S.R.1 W., S.L.M.; thence S.83°19'E. 90.39 feet; thence S.12°02'W. 210.85 feet; thence S.1°58'W. 1624.50 feet; thence S.2°06'E. 312.85 feet; thence N.59°39'W. 106.65 feet; thence N.2°05'W. 258.82 feet; thence N.1°58'E. 1635.61 feet; thence N.12°02'E. 210.25 feet to the point of beginning being land acquired by Deed dated September 29, 1975, and recorded September 30, 1975, in Book 3984, Page 244, in the records of the County Recorder of said County.

(5) Ninety-South Camp Williams Transmission Line Corridor, Several Tracts of Additional Land in Salt Lake County, Utah, Described as Follows:

(1) Beginning 800.10 feet north and 1320 feet east from the southwest corner of Section 12, T.3 S., R.1 W., S.L.M.; thence N.88°57'E. 274 feet; thence North 544.1 feet; thence S.88°57'W. 274 feet; thence South 544.1 feet to the point of beginning, being land acquired by Deed dated June 22, 1976, and recorded June 28, 1976, in Book 4247, Page 365, in the records of the County Recorder of said County.

(2) Beginning 1634.6 feet east from the southwest corner of Section 12, T.3 S., R.1 W., S.L.M.; thence N.13°46'24"W. 842.06 feet; thence N.88°57'E. 159.94 feet; thence North 117.55 feet; thence S.13°46'24"E. 967.99 feet; thence West 189.90 feet to the point of beginning, being land acquired by Deed dated June 18, 1976, and recorded June 28, 1976 in Book 4247, Page 366, in the records of the County Recorder of said County.

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(3) Beginning 2330.0 feet south and 1285.95 feet west from the northeast corner of Section 36, T.3 S., R.1 W., S.L.M.; thence West 248.535 feet; thence South 15 feet; thence Southerly along the arc of a 686.363 foot radius curve to the right 173.7 feet; thence S.14°30'W. 388 feet; thence Southwesterly along the arc of a 263.476 foot radius curve to the right 143.56 feet; thence S.6°25'34"W. 290.385 feet; thence S.89°42'E. 221.776 feet; thence N.14°30'E. 1010.65 feet to the point of beginning, being land acquired by Deed dated September 12, 1975, and recorded September 16, 1975, in Book 3970, Page 394, in the records of the County Recorder of said County.

(4) Beginning 941.9 feet south and 921.2 feet S.89°37'W. from the northeast corner of Section 36, T.3 S., R.1 W., S.L.M.; thence S.89°37'W. 193.50 feet; thence S.14°37'46"W. 924.14 feet; thence N.89°37'E. 190.50 feet; thence N.14°37'46"E. 924.14 feet to the point of beginning.

Beginning 941.9 feet south and 881.4 feet S.89°37'W., from the northeast corner of Section 36, T.3 S., R.1 W., S.L.M.; thence S.89°37'W. 47.7 feet; thence S.14°37'46"W. 924.14 feet; thence N.89°37'E. 49.8 feet; thence Northeasterly 923.6 feet along canal center line to the point of beginning.

Beginning 1843.2 feet south and 1353.0 feet west from the northeast corner of Section 36, T.3 S., R.1 W., S.L.M.; thence S.89°37'W. 124.62 feet; thence N.0°12'W. 515 feet; thence N.89°53'E. 260.76 feet; thence S.14°37'46"W. 531.94 feet to the point of beginning, being land acquired by Deed dated August 7, 1975, and recorded September 16, 1975, in Book 3970, page 392, in the records of the County Recorder of said County.

(5) Beginning 329.18 feet south and 1495.66 feet west from the northeast corner of Section 1, T.4 S., R.1 W., S.L.M.; thence West 225.93 feet; thence S.35°30'09"W. 1651.73 feet; thence South

316.84 feet; thence N.35°30'09"E. 2040.78 feet to the point of beginning, being land acquired by Deed dated September 13, 1975, and recorded September 16, 1975, in Book 3971, Page 43, in the records of the County Recorder of said County. ★

(6) Beginning 3148.67 feet west from the east quarter corner of Section 1, T.4 S., R.1 W., S.L.M.; thence N.35°30'09"E. 801.75 feet; thence North 316.84 feet; thence S.35°30'09"W. 1190.94 feet; thence East 226.02 feet to the point of beginning, being land acquired by Deed dated September 10, 1975, and recorded September 16, 1975, in Book 3971, Page 45, in the records of the County Recorder of said County. ★

(7) Beginning 879.3 feet south and 1851 feet west, more or less, from the northeast corner of Section 11, T.3 S., R.1 W., S.L.M.; thence S.13°51'E. 157.7 feet; thence N.48°00'W. 95.2 feet; thence North 48.0 feet; thence N.38°30'E. 53.0 feet to the point of beginning.

Beginning at the east quarter corner of Section 11, T.3 S., R.1 W., S.L.M.; thence North 196.7 feet; thence N.48°00'W. 2378.0 feet; thence South 6.7 feet and S.13°51'E. 318.9 feet; thence S.48°00'E. 2199.3 feet; thence East 56.5 feet to the point of beginning.

Beginning 840.7 feet north and 990.2 feet west from the east quarter corner of Section 11, T.3 S., R.1 W., S.L.M.; thence S.69°51'W. 532.5 feet; thence N.13°51'W. 838.7 feet; thence S.48°00'E. 942.8 feet to the point of beginning, being land acquired by Deed dated September 10, 1975, and recorded September 16, 1975, in Book 3971, Pages 41 and 42, in the records of the County Recorder of said County.

(6) Terminal - Camp Williams Transmission Line Corridor, Several Tracts of Additional Land, in Salt Lake County, Utah, Described as follows:

(1) Beginning S.60°22'25"W. 3622.6 feet from the east quarter corner of Section 22,

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T.2 S., R.2 W., S.L.M.; thence S.1°13'35"E. 100 feet; thence S.88°46'25"W. 100 feet; thence N.1°13'35"W. 100 feet; thence N.88°46'25"E. 100 feet to the point of beginning, being land acquired by Deed dated March 27, 1974, and recorded August 6, 1974, in Book 3847, Page 369, in the records of the County Recorder of said County.

(2) Beginning 1494.6 feet west from the southwest corner of Section 11, T.2 S., R.2 W., S.L.M.; thence East 48.73 feet; thence N.0°01'W. 1320 feet; thence West 48.73 feet; thence S.0°01'E. 1320 feet to the point of beginning.

Beginning 1604.6 feet west from the southeast corner of Section 11, T.2 S., R.2 W., S.L.M.; thence N.0°01'W. 1313.28 feet; thence East 110 feet; thence N.0°01'W. 6.72 feet; thence West 251.27 feet; thence S.0°01'E. 1320 feet to the point of beginning, being land acquired by Deed dated October 21, 1974, and recorded February 27, 1975, in Book 3793, Page 138, in the records of the County Recorder of said County.

(7) Camp Williams - Spanish Fork Transmission Line Corridor, A Tract of Additional Land in Utah County, Utah, Described as Follows:

(1) Beginning 1211.94 feet north and 1012.50 feet east from the southwest corner of Section 12, T.7 S., R.2 E., S.L.M.; thence S.45°59'40"W. 86 feet; thence N.28°00'W. 65.8 feet; thence N.4°25'W. 106.5 feet; thence S.44°00'20"E. 145.3 feet to the point of beginning, being land acquired by Deed dated January 18, 1978, and recorded January 19, 1978, in Book 1615, Page 245, in the records of the County Recorder of said County.

(8) Huntington - Sigurd Transmission Line Corridor, A Tract of Additional Land in Emery County, Utah, Described as Follows:

(1) Beginning 1355 feet north, more or less, from the south quarter corner of

Section 10, T.19 S., R.8 E., S.L.M.; thence East 1333 feet; thence South 500 feet; thence West 1333 feet; thence North 500 feet to the point of beginning, being land acquired by Deed dated August 9, 1976, and recorded August 19, 1976, in Book 87, Page 625, in the records of the County Recorder of said County.

(9) Ben Lomond - Terminal Transmission Line Corridor, Several Tracts of Additional Land Described as Follows:

Davis County

(1) Beginning N.89°59'50"W. 693.71 feet from the northeast corner of the northwest quarter of Section 14, T.4 N., R.2 W., S.L.M.; thence N.89°59'50"W. 614.44 feet, more or less, thence South 537.95 feet; thence West 161.95 feet; thence South 947.05 feet, more or less; thence N.89°59'50"W. 480 feet; thence N.0°11'26"E. 537.95 feet to the point of beginning, being land acquired by Deed dated August 2, 1974, and recorded August 14, 1974, in Book 546, page 680, in the records of the County Recorder of said County.

(2) Beginning 1493.5 feet south from the north quarter corner of Section 14, T.4 N., R.2 W., S.L.M.; thence S.36°41'E. 123.18 feet; thence East 193.85 feet; thence N.36°41'W. 439.93 feet; thence West 9.97 feet; thence South 254.88 feet to the point of beginning.

Beginning 1493.5 feet south from the north quarter corner of Section 14, T.4 N., R.2 W., S.L.M.; thence S.36°41'E. 123.18 feet; thence West 73.45 feet; thence North 99.12 feet to the point of beginning, being land acquired by Deed dated June 18, 1976, and recorded July 9, 1976, in Book 508, Page 340, in the records of the County Recorder of said County.

(3) Beginning 80 rods west and 1022.50 feet south of the northeast corner of the southeast quarter of Section 14, T.2 N., R.1 W., S.L.M.; thence North 746 feet, more

or less; thence West 228 feet; thence South 746 feet; thence East 228 feet to the point of beginning, being land acquired by Deed dated March 31, 1978, and recorded April 12, 1978, in Book 700, Page 843, in the records of the County Recorder of said County.

Weber County

(4) Beginning 2019.9 feet south and 486 feet west, from the north quarter corner of Section 34, T.7 N., R.2 W., S.L.M.; thence South 1314 feet, more or less; thence West 113 feet, more or less; thence N.0°22'W. 1314 feet, more or less; thence East 121 feet, more or less, to the point of beginning, being land acquired by Deed dated March 7, 1977, and recorded March 9, 1978, in Book 1166, Page 772, in the records of the County Recorder of said County.

(5) Beginning 990 feet west from the north quarter corner of Section 15, T.5 N., R.2 W., S.L.M.; thence South 637 feet; thence East 95.92 feet; thence N.0°08'E. 637 feet; thence West 98.40 feet to the point of beginning, being land acquired by Deed dated March 16, 1977, and recorded March 21, 1977, in Book 1168, Page 300, in the records of the County Recorder of said County.

(6) Beginning 990 feet west from the north quarter corner of Section 22, T.5 N., R.2 W., S.L.M.; thence South 660 feet; thence West 70 feet; thence North 660 feet; thence East 70 feet to the point of beginning, being land acquired by Deed dated October 4, 1976, and recorded October 13, 1976, in Book 1145, Page 862, in the records of the County Recorder of said County.

(7) Beginning 1340 feet south and 1280 feet east, more or less, from the northwest corner of Section 27, T.7 N., R.2 W., S.L.M.; thence Northeasterly 1260.63 feet; thence S.12°57'E. 1272.39 feet; thence West 512.16 feet to the point of beginning.

Beginning 1648 feet east, more or less, from the northwest corner of Section 27, T.7 N., R.2 W., S.L.M.; thence S.12°57'E. 1371.84 feet; thence West 164.18 feet; thence N.12°57'W. 1272.39 feet; thence Northeasterly 101.4 feet; thence S.88°43'E. 123.67 feet to the point of beginning, being land acquired by Deed dated May 25, 1976, and recorded August 9, 1976, in Book 1137, Page 650, in the records of the County Recorder of said County.

(8) Beginning 1941 feet east from the west quarter corner of Section 3, T.5 N., R.2 W., S.L.M.; thence South 1320 feet; thence West 320 feet; thence North 1320 feet; thence East 320 feet to the point of beginning, being land acquired by Deed dated March 26, 1976, and recorded April 6, 1976, in Book 1121, Page 567, in the records of the County Recorder of said County.

(9) Beginning 1148.7 feet north and 888.9 feet west from the south quarter corner of Section 15, T.5 N., R.2 W., S.L.M.; thence S.89°53'30"W. 160 feet; thence N.0°08'E. 170.72 feet; thence East 160 feet; thence S.0°08'W. 170.4 feet to the point of beginning, being land acquired by Deed dated November 24, 1976, and recorded November 30, 1976, in Book 1152, Page 612, in the records of the County Recorder of said County.

(10) Beginning 671.2 feet north and 890 feet west from the south quarter corner of Section 15, T.5 N., R.2 W., S.L.M.; thence S.89°39'42"W. 160.01 feet; thence N.0°03'E. 148.89 feet; thence N.89°53'30"E. 160 feet; thence S.0°03'W. 148.25 feet to the point of beginning, being land acquired by Deed dated September 22, 1976, and recorded September 22, 1976, in Book 1143, Page 178, in the records of the County Recorder of said County.

(11) Beginning 819.5 feet north and 889.7 feet west from the south quarter corner of Section 15, T.5 N., R.2 W., S.L.M.; thence

S.89°53'30"W. 160 feet; thence N.0°08'E. 329.26 feet; thence N.89°53'30"E. 160 feet; thence S.0°08'W. 329.26 feet to the point of beginning, being land acquired by Deed dated September 2, 1976, and recorded September 3, 1976, in Book 1141, Page 195, in the records of the County Recorder of said County.

(10) Richfield Division Office, an additional tract of land located in Sevier County, Utah, described as follows:

Beginning 50 feet South of the northwest corner of Lot 2, Block 28, Plat "A", Richfield City Survey; thence North 88.75 feet; thence East 100 feet; thence South 9 inches; thence East 114.5 feet; thence South 23 feet; thence East 100 feet; thence South 15 feet; thence East 114.5 feet; thence South 14 feet; thence East 152.5 feet; thence South 36 feet; thence West 276.5 feet to beginning, being land acquired by Deed dated August 23, 1984, and recorded August 28, 1984, in Book 193, Page 56, in the records of the County Recorder of said County.

IN WITNESS WHEREOF, Utah Power & Light Company has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and W. A. Spooner has hereunto set

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his hand and affixed his seal, all as of the day and year first above written.

UTAH POWER & LIGHT COMPANY

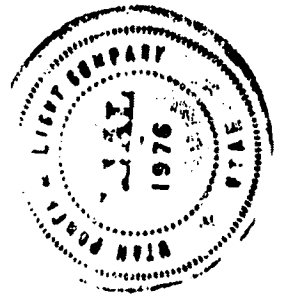
By *W. W. [Signature]*
Senior Vice President

Attest:

J. H. [Signature]
Secretary

Executed, sealed and delivered by
Utah Power & Light Company in the
presence of:

John M. Stewart
Stephen D. [Signature]



MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
As Corporate Trustee



BY *[Signature]*
Vice President

[Signature]
Assistant Secretary

[Signature]
As Co-Trustee (L.S.)

Executed, sealed and delivered
by Morgan Guaranty Trust Com-
pany of New York and W. A.
Spooner in the presence of:

[Signature]

[Signature]

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STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

On this 21st day of October, 1986, before me, JOSEPH A. SPAMPINATO, a Notary Public in and for the State of New York, County of New York, personally appeared VERL R. TOPHAM, to me personally well known and known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Senior Vice President of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said VERL R. TOPHAM resides in Salt Lake County, Utah; that he is a Senior Vice President of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and he acknowledged that he signed said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and he further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



JOSEPH A. SPAMPINATO
NOTARY PUBLIC, State of New York
No. 60-4856512

Qualified in Westchester County
Cert. Filed in Westchester County
Commission Expires April 7, 1988

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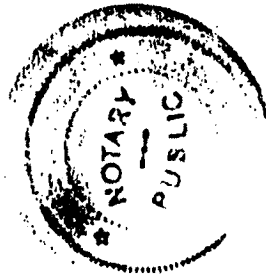


STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 21st day of October, 1987, before me, KAM LAW, a Notary Public in and for the State of New York, County of New York, personally appeared R.E. SPARROW and FRANK GILLHAUS, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice President and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said R.E. SPARROW resides at 496 Dorchester Road, Ridgewood, New Jersey 07450 and the said FRANK GILLHAUS resides at 1045 Harding Street, Westfield, New Jersey 07090; that they are a Vice President and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

(Kam Law)
KAM LAW
NOTARY PUBLIC, State of New York
No. 4823386
Qualified in New York County
Commission Expires March 30, 1987



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STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 21st day of October, 1986, before me, KAM LAW, a Notary Public in and for the State of New York, County of New York, personally appeared W. A. SPOONER, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

Kam Law
KAM LAW
NOTARY PUBLIC, State of New York
No. 4823336
Qualified in New York County
Commission Expires March 30, 1987



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