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When Recorded, Return to:  
Parsons Behle & Latimer  
201 South Main Suite 1800  
Salt Lake City, Utah 84101  
ATTN: Robert C. Hyde

6040689  
03/15/95 12:31 PM 81.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: D KILPACK DEPUTY - WI

## NOTICE AND MEMORANDUM OF SERVICES AGREEMENT

6040689  
THIS NOTICE AND MEMORANDUM OF SERVICES AGREEMENT (the "Notice") is made and entered into as of the 15<sup>th</sup> day of March 1995, by and between Alliant Techsystems Inc., a Delaware corporation ("Alliant"), and Hercules Incorporated, a Delaware corporation ("Hercules").

### RECITALS:

A. Hercules owns certain real property located in Salt Lake County, Utah (the "Hercules Property") which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. Immediately prior to the execution of this Notice, Alliant has purchased from Hercules certain real property, with the improvements located thereon, located in Salt Lake County, Utah (the "Alliant Property") which is more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference, which Alliant Property is contiguous to the Hercules Property. The Alliant Property described in Exhibit "B" includes without limitation the real property which Alliant is leasing on a long term Ground Lease from Hercules and on which is located what is commonly known as Building 2343, which building is owned by Alliant.

C. The Alliant Property and the Hercules Property each contain equipment, improvements, pipes, tanks, and other facilities required for the provision of various utility and industrial services (the "Services") designated for the convenience of both the Hercules Property and the Alliant Property.

D. Following the purchase of the Alliant Property, Alliant and Hercules have executed that certain Services Agreement (the "Services Agreement") whereby they have, inter alia, (i) divided and separated certain Services, (ii) established a long term basis for sharing and operating certain Services that will not immediately be separated, (iii) granted to each other certain easements and covenanted to grant additional future easements (collectively the "Easements") which were necessary to carry out the intent of the Services Agreement, (iv) entered into a lease with Alliant as Lessor and Hercules as Lessee (the "Electric Facility Property Lease") for certain portions of the Alliant Property, (v) made certain agreements with respect to the Air Dryer located on the Alliant Property (the "Air Dryer Agreements") and (vi) notwithstanding the ownership by Alliant of the Alliant Property and the ownership by Hercules of the Hercules Property, transferred and conveyed to each other certain of the Facilities (the "Facilities Conveyances") located on either the Alliant Property or the Hercules Property, all as more fully described therein.

E. The parties desire to execute this Notice to provide evidence of the Easements, the Electric Facility Property Lease, the Air Dryer Agreements and the Facilities

Conveyances. This Notice shall not be deemed to modify any of the provisions of the Services Agreement.

## NOTICE

1. Defined Terms. The terms "Facilities", "Properties" and "Original Provider" are defined as set forth below. Defined terms used in this Notice and not otherwise defined herein shall have the meanings given in the Services Agreement, which definitions are incorporated herein by this reference.

"*Facilities*" shall mean all pipes, pipelines, wires, conduits, poles, fixtures, equipment, machinery and other facilities owned by Hercules or Alliant and used in the generation, distribution, delivery, and provision of the Services as defined herein to and on the Properties, and in the case of Services not being received from an Original Provider, the equipment, machinery and other facilities used in the generation, distribution, delivery, and provision of such Services.

"*Properties*" shall mean the Hercules Property and the Alliant Property.

"*Original Provider*" means a third party municipality, certificated public utility or other person or entity (other than Hercules or Alliant) that provides one or more of the Services to Alliant or Hercules.

2. Easements. Notice is hereby given that Hercules and Alliant have granted the Easements, as more particularly provided in paragraphs 7.1, 7.2, 7.3, and 7.4 from the Services Agreement, which paragraphs are set forth below and incorporated herein by this reference:

7.1 Grant by Hercules of Easements. Hercules hereby grants and conveys to Alliant easements and rights-of-way, for the installation, operation, use, maintenance, repair and replacement of all Facilities as shown on Exhibit 3.1(a) pertaining to any of the Services that run over, under or across the Hercules Property to and for the benefit of the Alliant Property. Further, Alliant is hereby granted a reasonable right of access, subject to all security and governmental rules and regulations to which Hercules is bound, to the Facilities in which an easement is hereby granted, for the purpose of repairing, maintaining and replacing said Facilities. Hercules agrees to execute and deliver to Alliant such specific instruments granting and evidencing any easement granted hereby with respect to any specific portion of the Facilities as Alliant may reasonably request and require from time to time in order to specifically identify and record an easement as to any portion of the Facilities. In the event Alliant ceases to use any portion of the Facilities for which easements are granted hereby for a period of one year or more, then said easements shall be deemed abandoned, terminated and rescinded without any further action by either party hereto, and Hercules shall be entitled to receive if it so desires a notice of such termination. Further, Alliant may abandon at any time any easement hereby granted by written notice to Hercules, at which time that easement will be deemed terminated and rescinded. The easements granted herein shall remain in effect, with respect to the Facilities pertaining to each of the Services, until termination by the mutual agreement of the parties hereto.

7.2 Grant by Alliant of Easements. Alliant hereby grants and conveys to Hercules easements and rights-of-way for the installation, operation, maintenance, repair and replacement of all Facilities as shown on Exhibit 3.1(a) pertaining to any of the Services that run over, under or across the Alliant Property to and for the benefit of the Hercules Property. Further, Hercules is hereby granted a reasonable right of access, subject to all security and governmental regulations to which Alliant is bound, to the Facilities in which an easement is hereby granted, for the purpose of repairing, maintaining and replacing said Facilities. Alliant agrees to execute and deliver to Hercules such specific instruments granting and evidencing any easement granted hereby with respect to any specific portion of the Facilities as Hercules may reasonably request from time to time in order to specifically identify and record an easement as to any portion of the Facilities. In the event Hercules ceases to use any of the Facilities for which easements are granted hereby for a period of one year or more, then said easements shall be deemed abandoned and terminated and rescinded without any further action by either party hereto, and Alliant shall be entitled to recover if it so desires a notice of such termination. Further, Hercules may abandon at any time any easement hereby granted by written notice to Alliant, at which time that easement will be deemed terminated and rescinded. The easements granted herein shall remain in effect, with respect to the Facilities pertaining to each of the Services, until termination by the mutual agreement of the parties hereto.

7.3 Future Easements. The parties hereby agree that in the event any Provided Service is terminated or ceases to be provided, that each party ("grantor") will grant to the other party ("grantee") all easements and rights-of-way reasonably necessary for the installation, operation, maintenance, repair and replacement of Facilities over, across or under the grantor's property in order for the grantee to reasonably obtain and receive the terminated Service from an Original Provider. Each party agrees to execute and deliver such further conveyances, deeds or instruments as may be deemed necessary to effectuate the rights herein agreed to. It is understood and agreed that Alliant shall grant to Hercules and that Hercules shall grant to Alliant, as the case shall be, easements and rights-of-way reasonably necessary for the installation, operation, maintenance, repair and replacement of Facilities for such second 46 kv loop circuit, including any 12470 volt systems, on existing poles, and over, across or under the grantor's property together with such additional licenses or rights to install, construct, use and maintain a portion of the Facilities as may be necessary in order for the grantee to reasonably obtain and receive the electricity for such second 46 kv loop circuit from an Original Provider. For purposes of this Section 7.3, easements and rights-of-way which are reasonably necessary shall include, but shall not be limited to, easements located within one hundred (100) feet of the boundary of either (i) the Alliant Property or Hercules Property, or (ii) any existing Facilities used for the Services contemplated by this Agreement. Each party agrees to execute and deliver such further conveyances, deeds or instruments as may be deemed necessary to effectuate the rights herein agreed to. Neither party shall be obligated to relocate any improvements on its respective property, from time to time, in order to accommodate an easement to be granted herein, unless reasonably compensated therefor by the requesting party.

7.4 Miscellaneous Obligations Respecting Easements. Each party shall be obligated to restore, at its cost and expense, the Property of the other, to such Property's former condition, following the performance by such easement holder of any work. The easements granted pursuant to this Section 7 shall be exercised so as not to interfere with the operation of the easement grantor's operations on their Property. All easements granted pursuant to this Section 7 shall be in common and nonexclusive. The grantor of each easement

under this Section 7 reserves the right to make all uses of the easement area which do not prevent the exercise of the easement granted pursuant to this Section 7.

3. Electric Facility Property Lease. Notice is hereby given that Hercules and Alliant have entered into the Electric Facility Property Lease, as more particularly provided in a portion of paragraph 2.7 from the Services Agreement, which portion of paragraph 2.7 is set forth below and incorporated herein by this reference:

2.7 Electric Service. ... Those portions of the Alliant Property designated on Exhibit 3.1(a) where the meters and other improvements shall be constructed, (the "Electric Facility Property") are hereby leased to Hercules by Alliant for a term which shall be coterminous with ...this Section 2.7, or coterminous with ....Section 3.1, whichever is later. Hercules' annual lease payment for the Electric Facility Property shall be \$1.00.

4. Air Dryer Agreements. Notice is hereby given that Hercules and Alliant have entered into certain agreements with respect to the air dryer located on the Alliant Property, as more particularly provided in Section 8 from the Services Agreement, which Section 8 is set forth below and incorporated herein by this reference:

Section 8. Compressed Air Dryer License and Right of Access. The parties hereby agree that Hercules will continue to own the compressed air dryer (the "Dryer") even though the Dryer is located on the Alliant Property. Accordingly, Alliant hereby grants and conveys to Hercules a license for the keeping of the Dryer at its existing location on the Alliant Property and for the removal and relocation of the Dryer and any related Facilities that run over, under or across the Alliant Property to and solely for the benefit of the Hercules Property. Further, Hercules is hereby granted a reasonable right of access over the Alliant Property to the Dryer and related Facilities, subject to all security and governmental regulations to which Alliant is bound, for the purpose of removing and relocating the Dryer and related Facilities. Hercules agrees to repair any damage to the Alliant Property occasioned by the removal of the Dryer and related Facilities from the Alliant Property, except that Hercules shall not be obligated to repair damage to the pad on which the Dryer and related Facilities are located. Any removal of the Dryer and related Facilities shall take place within one (1) year from the date of Closing. If such removal has not taken place within such one (1) year period, Alliant shall have the option to take title to the Dryer and if Alliant exercises such option by providing Hercules prior written notice of the same, Hercules shall be deemed to have abandoned the Dryer and related Facilities. Alliant agrees to execute and deliver to Hercules such recordable form specific instruments granting and evidencing the license and right of access with respect to any specific portion of the Dryer Facilities as Hercules may reasonably request from time to time in order to specifically identify and record the license and right of access as to the Dryer and any portion of the related Facilities. Hercules may abandon any portion of the license and right of access hereby granted by written notice to Alliant at any time, at which time the applicable portion of the license and right of access will be deemed terminated and rescinded.

5. Facilities Conveyances. Notice is hereby given that Hercules and Alliant have conveyed and transferred those certain Facilities as more particularly provided in paragraph 3.3 from the Services Agreement, which paragraph is set forth below and incorporated herein by this reference:

3.3 Ownership of Facilities. It is understood and agreed that Hercules shall own the Facilities shown on Exhibit 3.1(a) as Hercules Facilities, whether or not the same are located the Hercules Property or the Alliant Property. It is understood and agreed that Alliant shall own the Facilities shown on Exhibit 3.1(a) as Alliant Facilities, whether or not the same are located the Hercules Property or the Alliant Property. Accordingly, Alliant, for the sum of one dollar (\$1.00) and other good and valuable consideration, hereby conveys, transfers and assigns to Hercules those Facilities shown on Exhibit 3.1(a) as being owned by Hercules and which are located on the Alliant Property, and Hercules, for the sum of one dollar (\$1.00) and other good and valuable consideration, hereby conveys, transfers and assigns to Alliant those Facilities shown on Exhibit 3.1(a) as being owned by Alliant and which are located on the Hercules Property.

6. Miscellaneous. The Services Agreement is the complete agreement of Alliant and Hercules with respect to the subject matter thereof.

IN WITNESS WHEREOF the parties have caused this Notice and Memorandum of Services Agreement to be executed as of the above-stated date.

ALLIANT TECHSYSTEMS INC., a  
Delaware corporation  
By: Charles Hauck  
SECRETARY  
By: Dej...  
De. Vice President & General Counsel

HERCULES INCORPORATED,  
Delaware corporation  
By: Israel J. Floyd  
Its: CORPORATE SECRETARY

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

The foregoing NOTICE AND MEMORANDUM OF SERVICES AGREEMENT was acknowledged before me this 13<sup>th</sup> day of March, 1995, by Israel J. Floyd, Corporate Secretary of Hercules Incorporated, a Delaware corporation, who signed on behalf of said corporation.

My Commission Expires:

June 24, 1994

Brunilda Caro  
NOTARY PUBLIC  
Residing at: 7306 Colonial Blvd, Brooklyn, NY 11209  
CARO BRUNILDA  
NOTARY PUBLIC, STATE of New York  
No. 24-4083329  
Qualified in Kings County  
Term Expires June 24, 1995

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

The foregoing NOTICE AND MEMORANDUM OF SERVICES AGREEMENT was acknowledged before me this 13<sup>th</sup> day of March, 1995, by Charles H. Gauck, Secretary of Alliant Techsystems Inc., a Delaware corporation, who signed on behalf of said corporation.

and Daryl L. Zimmer,  
Vice President  
and General  
Counsel

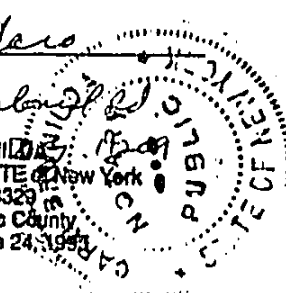
My Commission Expires:

June 24, 1995

Brunella Aaro  
NOTARY PUBLIC

Residing at: 7306 Cabot St.

LEAH BRUNILLA  
NOTARY PUBLIC, STATE OF New York  
No. 24-4983329  
Qualified in Kings County  
Term Expires June 24, 1995



**EXHIBIT "A"**  
**HERCULES PROPERTY**

**PARCEL 1**

A parcel of land located in the South Half of Section 10, and the Southeast Quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

**BEGINNING** at the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North  $89^{\circ}49'28''$  West 2620.98 feet to the South Quarter Corner of said Section 10; thence North  $89^{\circ}54'09''$  West 2625.41 feet to the Southeast Corner of Section 9; thence along the south line of said Section 9 North  $89^{\circ}51'53''$  West 566.82 feet to the southerly extension of a chain-link fence; thence leaving said section line and following said chain-link fence North  $00^{\circ}50'25''$  East 935.21 feet to a point of curvature of a 125.00 foot radius curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of  $91^{\circ}08'06''$ ; thence South  $88^{\circ}01'29''$  East 569.35 feet; thence South  $88^{\circ}22'07''$  East 861.18 feet; thence along said chain-link fence and its easterly extension South  $89^{\circ}15'07''$  East 774.37 feet; thence South  $43^{\circ}42'19''$  East 562.32 feet to a chain-link fence; thence leaving said fence South  $88^{\circ}41'43''$  East 135.30 feet; thence North  $01^{\circ}18'17''$  East 629.00 feet; thence South  $87^{\circ}26'01''$  East 454.11 feet to a chain-link fence; thence along said fence South  $01^{\circ}18'17''$  West 310.00 feet; thence leaving said fence South  $88^{\circ}41'43''$  East 95.40 feet; thence South  $01^{\circ}18'17''$  West 48.35 feet; thence South  $41^{\circ}26'24''$  East 43.13 feet; thence South  $01^{\circ}18'17''$  West 81.19 feet; thence South  $44^{\circ}16'54''$  East 27.00 feet; thence South  $89^{\circ}52'04''$  East 307.71 feet; thence North  $45^{\circ}07'56''$  East 63.34 feet; thence North  $89^{\circ}40'55''$  East 292.55 feet; thence North  $00^{\circ}53'46''$  East 72.66 feet; thence South  $88^{\circ}28'09''$  East 357.84 feet; thence South  $28^{\circ}48'53''$  East 191.99 feet to a chain-link fence thence along said fence South  $89^{\circ}52'04''$  East 1211.57 feet to the west line of 6400 West Street; thence leaving said fence South  $00^{\circ}02'10''$  East 608.02 feet along said west line 33.00 feet west of and parallel with the east line of said section 10; thence South  $89^{\circ}49'28''$  East 33.00 feet to said east line; thence along said east line South  $00^{\circ}02'10''$  East 53.00 feet to the **POINT OF BEGINNING**. Containing 117.68 Acres.

**LESS AND EXCEPTING** the following described parcel:

(5400 A) That certain parcel conveyed to Salt Lake County, a body politic and corporate, by Warranty Deed recorded January 22, 1980, as Entry No. 3391393, in Book 5031, at Page 429, and by Warranty Deed recorded May 1, 1980, as Entry No. 3429335, in Book 5095 at Page 857 and being further described as follows:

Beginning at a point on the North side of 5400 South Street said point being South  $89^{\circ}42'42''$  East 259.00 feet along the section line and North  $00^{\circ}17'18''$  East 33.00 feet from the South Quarter Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base

and Meridian; thence North  $00^{\circ}17'18''$  East 9.00 feet; thence South  $89^{\circ}42'42''$  East 662.39 feet; thence South  $00^{\circ}09'15''$  East 9.00 feet; thence North  $89^{\circ}42'42''$  West 662.46 feet to the POINT OF BEGINNING. Containing 0.14 Acres.

**ALSO LESS AND EXCEPTING:**

(5400 B) That certain parcel conveyed to Salt Lake County, a body politic and corporate, by Warranty Deed recorded January 26, 1982, as Entry No. 3642998 in Book 5335, at Page 336, and being further described as follows:

A 9.00 foot wide strip of land parallel with the center line of 5400 South Street, said point being South  $89^{\circ}42'42''$  East 259.00 feet and North  $00^{\circ}17'18''$  East 33.00 feet from the South Quarter Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian; thence North  $89^{\circ}42'42''$  West, 259.01 feet; thence North  $89^{\circ}46'57''$  West 1485.63 feet; thence North  $00^{\circ}13'03''$  East 9.00 feet; thence South  $89^{\circ}46'57''$  East 1485.60 feet; thence South  $89^{\circ}42'42''$  East 259.05 feet; thence South  $00^{\circ}17'18''$  West 9.00 feet; to the point of beginning. Containing 0.36 Acres.

**ALSO LESS AND EXCEPTING** the following described leased parcels:

(LEASE PARCEL #1) A parcel of land located in the Southeast Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the Southeast Corner of Building 2343 of the Hercules Plant Site said corner being North  $89^{\circ}49'28''$  West 1949.58 feet along the section line and North 256.08 feet from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South  $60^{\circ}31'18''$  West 32.50 feet; thence North  $88^{\circ}30'59''$  West 149.72 feet; thence South  $89^{\circ}55'19''$  West 61.77 feet; thence South  $49^{\circ}39'42''$  West 24.83 feet; thence North  $89^{\circ}02'40''$  West 146.14 feet; thence North  $43^{\circ}19'20''$  West 20.00 feet; thence North  $01^{\circ}25'00''$  East 196.74 feet; thence North  $01^{\circ}36'59''$  West 73.36 feet; thence North  $01^{\circ}18'17''$  East 139.20 feet; thence North  $45^{\circ}43'06''$  East 26.70 feet; thence South  $89^{\circ}52'04''$  East 308.38 feet; thence South  $71^{\circ}16'44''$  East 50.00 feet; thence South  $53^{\circ}00'49''$  East 50.00 feet; thence South  $42^{\circ}49'01''$  East 132.67 feet; thence South  $47^{\circ}10'59''$  West 119.82 feet; thence South  $01^{\circ}21'04''$  West 85.50 feet; thence South  $88^{\circ}38'56''$  East 10.00 feet; thence South  $01^{\circ}21'04''$  West 20.00 feet; thence North  $88^{\circ}38'56''$  West 10.00 feet; thence South  $01^{\circ}21'04''$  West 85.50 feet to the POINT OF BEGINNING Containing 4.31 Acres.

(LEASE PARCEL #2) A parcel of land located in the Southeast Quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:



BEGINNING North 89°49'28" West 1321.88 feet along the section line from the Southeast Corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said section line North 89°49'28" West 60.51 feet; thence leaving said section line and following a chain link fence and its southerly extension North 00°51'16" West 261.94 feet; thence South 89°13'32" West 241.52 feet; thence North 01°02'19" East 75.60 feet; thence North 88°57'41" West 56.35 feet; thence North 01°02'19" East 70.60 feet; thence South 88°57'41" East 148.30 feet; thence South 01°02'19" West 19.30 feet; thence South 88°57'41" East 236.06 feet; thence leaving said fence South 00°51'16" East 153.50 feet; thence South 89°08'44" West 30.00 feet; thence South 00°51'16" East 225.86 feet to the POINT OF BEGINNING. Containing 1.44 Acres.

#### PARCEL 1A

A tract of land located in the Northeast Quarter of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

BEGINNING at the Northeast Corner of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a Salt Lake County brass cap monument and running thence North 89°51'53" West 566.82 feet along the north line of said Section 16 as re-established by Salt Lake County in 1982; thence South 00°50'25" West 15.50 feet to the historic location of the north line of said Section 16, said north line connecting said Northeast Corner and the historic location of the Northwest Corner of said Section 16 as noted in two quit-claim deeds recorded in Book 6081 at Page 1433 and Book 6075 at Page 2679 of the Salt Lake County records; thence North 88°34'11" East 567.23 feet along said historic north line to the POINT OF BEGINNING. Containing 0.10 Acres.

## EXHIBIT "B"

### LEGAL DESCRIPTION

Tract 950006-R:

Parcel 3: Main Plant

A parcel of land located in Sections 3, 4, 5, 8, 9, 10, and the North part of Sections 16 and 17, all in Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

Beginning at a Salt Lake county monument located North 00 deg. 02'10" West 661.05 feet along the section line from the Southeast corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along the East line of Sections 10 and 3 North 00 deg. 02'10" West 1962.59 feet, North 00 deg. 00'28" East 2624.15 feet, and North 00 deg. 12'37" West 394.12 feet to the Southeast corner of that parcel conveyed to the United States of America as Parcel No. 2 described in Book 1873 at Page 407 of the Salt Lake County records; thence along the boundaries of said parcel South 89 deg. 47'23" West 193.00 feet, north 00 deg. 12'37" West 160.00 feet, and North 89 deg. 47'23" East 193.00 feet to the East line of said Section 3; thence along said East line North 00 deg. 12'37" West 2090.18 feet and North 00 deg. 11'54" West 1323.13 feet to the Southeast corner of Brookfield Subdivision Phase Four; thence along the South boundaries of Brookfield Subdivision Phases Four, Six, and Ten and the Westerly extension thereof South 89 deg. 51'44" West 1276.97 feet; thence along the Westerly boundary of said Phase Ten and its Southerly extension North 24 deg. 00'27" West 312.75 feet to an intersection with Brookfield Subdivision Phase 9; thence along the Southerly and Westerly boundaries of Brookfield Subdivision Phases Nine, Seven, Three, and Eleven North 76 deg. 06'04" West 467.24 feet, North 00 deg. 09'58" West 1.21 feet, (North 0.00' by record), North 76 deg. 06'04" West 276.61 feet, North 45 deg. 06'01" West 50.46 feet, North 75 deg. 49'51" West 269.37 feet, North 00 deg. 09'58" West 550.89 feet, North 28 deg. 41'56" East 57.09 feet, and North 00 deg. 09'58" West 143.00 feet to the North line of Section 3; thence along said North line South 89 deg. 49'59" West 271.00 feet to the North quarter corner Section 3; thence South 89 deg. 49'30" West 2211.96 feet to the Northeast corner of that parcel conveyed to the United States of America described as Parcel No. 1 in Book 1873 at Page 407; thence along the Easterly, Southerly, and Westerly boundaries of said parcel and those parcels also conveyed to the United States of America as described in Book 4741 at Page 1177, Book 6227 at Page 2400, Book 5561 at Page 2278, and Book 5710 at Page 122, the following twenty courses: South 74 deg. 59'39" East 265.72 feet along the Southerly boundary of the Denver and Rio Grand Railway Company right of way as described in Book 6-X at Pages 211 and 213 to a point of curvature of a 3387.87 foot radius curve to the right, Southeasterly 758.83 feet along the arc of said curve through a central angle of 12 deg. 50'00" South 62 deg. 09'39" East 42.74 feet, leaving said Southerly right of way line South 01 deg. 17'00" West 2307.63 feet, North 88 deg. 43'00" West 2113.32 feet, South 01 deg. 17'00" West 311.55 feet, South 88 deg. 43'00" East 911.32 feet, South 01 deg. 17'00" West 331.00 feet, North 88 deg. 43'00" West 211.32 feet, South 01 deg. 17'00" West 707.45 feet, North 88 deg. 43'00" West 412.76 feet, North 51 deg. 11'00" West 1339.52 feet, North 01 deg. 17'00" East 533.93 feet, North 83 deg. 43'00" West 3195.68 feet, North 01 deg. 10'14" East 574.47 feet, North 88 deg. 43'00" West 3139.41 feet to the Northerly line of the Kennecott Copper Railroad right of way described in Book 516 at Page 198, North 43 deg. 47'42" West 158.61 feet to the east line of Utah State Highway 111 in accordance with Project FAS-228, North 00 deg. 44'16" East 98.08 feet, North 00 deg. 58'51" West 500.10 feet, and North 0 deg. 09'54" East 1183.85 feet to the North line of Section 5; thence leaving said United States parcel and said highway right of way North 89 deg. 59'09" West 42.54 feet to the North quarter corner of said Section 5; thence North 89 deg. 40'04" West 57.58 feet; thence South 81 deg. 20'50" West 592.62 feet; thence along the center line of a county road South 04 deg. 06'10" East 685.00 feet and South 02 deg. 18'10" East 823.94 feet to the Northwest corner of the Aldredge parcel; thence along the boundaries of those parcels described in Book 4588 at pages 190 and 191 South 89 deg. 16'44" East 309.06 feet to a point that

is 15.8 rods West of the East line of the Northwest quarter of Section 5; thence South 00 deg. 43'18" West 297.00 feet; thence North 89 deg. 16'44" West 293.37 feet to the center line of said county road; thence along said center line South 02 deg. 18'10" East 734.84 feet and South 02 deg. 34'10" East 2602.97 feet to the North line of the Northwest quarter of Section 8; thence along said North line North 89 deg. 17'44" West 1105.38 feet to a point established by Bush and Gudgeon, Inc. by survey dated October 23, 1981 as being 162.72 feet West of the East line of Government Lot 1, Section 8; thence South 00 deg. 22'11" West 2624.81 feet along a line as established by said survey as being 162.72 feet West of and parallel with the East line of Lots 1 and 2 and their Southerly extension to the South line of the North half of said Section 8; thence along said South line South 88 deg. 43'18" East 3529.86 feet to the center line of Utah State Highway 111 Projects FAS-223 and S-0135; thence along the center line of said highway; South 58 deg. 49'06" East 182.87 feet to a point of curvature of a 1 deg. 00' curve to the right; thence Southeasterly 564.14 feet along the arc of said curve through a central angle of 05 deg. 38'29" to a point on the West line of Section 9, said point being South 00 deg. 18'24" West 396.07 feet from the West quarter corner of said Section 9; thence along the West line of Section 9 South 00 deg. 18'24" West 2324.50 feet to the historic Northwest corner of Section 16 from which the Northwest corner of Section 16 as reestablished by Salt Lake County in 1982 bears North 28 deg. 53'50" East 170.51 feet and from which the Northeast corner of Section 16 as reestablished by Salt Lake County in 1982 bears North 88 deg. 34'11" East 5461.52 feet; thence along the historic location of the North line of said Section 16 and along the boundaries of that parcel described in Book 6075 at Page 2679, North 88 deg. 34'11" East 830.97 feet to a point on the West right of way line of the Bingham and Garfield railroad; thence along said West right of way North 15 deg. 34'33" West 131.63 feet to the reestablished North line of Section 16; thence along said reestablished North line South 89 deg. 51'37" East 1325.10 feet to the East right of way line of said Highway 111; thence along said East right of way line South 39 deg. 45'06" East 116.42 feet to the historic North line of Section 16; thence along said historic North line North 88 deg. 34'11" East 574.03 feet; thence North 01 deg. 54'13" East 73.63 feet to the North quarter corner of Section 16, as reestablished by Salt Lake County; thence along said reestablished North line of Section 16 South 89 deg. 51'50" East 2121.80 feet to the Southwest corner of that parcel known as Plant 3; thence leaving said section line and following a chain link fence and its Southerly extension North 00 deg. 50'25" East 935.21 feet to a point of curvature of a 125.00 foot radius curve to the right; thence along the arc of said curve Northeasterly 198.83 feet through a central angle of 91 deg. 08'06"; thence South 88 deg. 01'29" East 569.35 feet; thence South 88 deg. 22'07" East 861.18 feet; thence along said chain link fence and its Easterly extension South 89 deg. 15'07" East 774.37 feet; thence South 43 deg. 42'19" East 562.32 feet to a chain link fence; thence leaving said fence South 88 deg. 41'43" East 135.30 feet; thence North 01 deg. 18'17" East 629.00 feet; thence South 87 deg. 26'01" East 454.11 feet to a chain link fence; thence along said fence South 01 deg. 18'17" West 310.00 feet; thence leaving said fence South 88 deg. 41'43" East 95.40 feet; thence South 01 deg. 18'17" West 4835 feet; thence South 41 deg. 26'24" East 43.13 feet; thence South 01 deg. 18'17" West 81.19 feet; thence South 44 deg. 16'54" East 27.00 feet; thence South 89 deg. 52'04" East 307.71 feet; thence North 45 deg. 07'56" East 63.34 feet; thence North 89 deg. 40'55" East 292.55 feet; thence North 00 deg. 53'46" East 72.66 feet; thence South 88 deg. 28'09" East 357.84 feet; thence South 28 deg. 48'53" East 191.99 feet to a chain link fence; thence along said fence South 89 deg. 52'04" East 1244.57 feet to the point of beginning.

Less and excepting (LE1) a strip or parcel of land 50 feet wide, being 25 feet in width on each side of the center line of a spur track of the Denver and Rio Grande Western Railroad Company, described as Tract 6 in Book 647 at Page 382 of Salt Lake County records extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and across the land of the grantors within the Southeast quarter of the Southeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track intersecting the East line of the land of said grantors at a point in the East line of said Section 3 about 335 feet North from the Southeast corner of said Section 3 and extending thence Southwesterly about 1370 feet to a point in the South line of the land of said grantor at a point in the South line of said Section 3 about 1320 feet West from said Southeast corner of Section 3.

Also less and excepting (LE2) a triangular tract or parcel of land in the Northwest corner of the Northeast quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, lying with 30 feet on each side of the center line of a spur track of The Denver and

Rio Grande Western Railroad Company, described as Tract 7 in Book 647 at Page 382 of Salt Lake County records extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed, said center line near said corner having course of approximately South 70 deg. 18' West, and passing through or near the Northwest corner of said subdivision.

Also less and excepting (LE3) a strip or parcel of land 60 feet wide, being 30 feet in width on each side of the center line of a spur track of The Denver and Rio Grande Western Railroad Company, described as Tract 8 in Book 647 at Page 382 of Salt Lake County records, extending from Kearns, Salt Lake County, Utah, Westerly to the plant of the Hercules Powder Company as now located and proposed to be constructed over and across the land of grantor within the Southwest quarter of the Southeast quarter of Section 3 and the Northwest quarter of the Northeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line of track entering the land of the grantor near the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 10 and extending Southwesterly about 1420 feet to a point in the West line of said Northwest quarter of the Northeast quarter of said Section 10, about 510 feet South from the Northwest corner of said subdivision.

Also less and excepting (LE4) a strip of land 100 feet wide, being 50 feet on each side of the center line of the Black Rock Spur of the Rio Grande Western Railway, described in Book 6-X at page 215 of Salt Lake County records as the same is now located, over, through and across the land of said grantors in the West half of Section 2 and the Northeast quarter of Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows to-wit:

Beginning at a point 2675 feet West and 124 feet South from the East quarter corner of said Section 2; thence Northwesterly on a 1 deg. curve to the left 2168 feet; thence North 76 deg. 02' West 2245 feet to the South line of Lot 2 of said Section 3, at a point 130 feet West of the Southeast corner of said Lot 2.

Also less and excepting (LE5) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway, as described in Book 6-Y at Page 147 of Salt Lake County records, as now located and surveyed through, over and across Lot 2, Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Commencing at a point on the South boundary of said Lot 2, 130 feet West from the Southeast corner thereof; thence North 76 deg. 02' West 595 feet; thence on a 01 deg. 40' curve to the right 665 feet to a point on the West boundary of said Lot 2, said point being 950 feet South from the North quarter corner of said Section 3.

Also less and excepting (LE6) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Branch of the Rio Grande Western Railway, as described in Book 6-X at Page 213 of Salt Lake county records, as now located and surveyed through, over and across Lot 3, Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Beginning at a point on the East boundary of said Lot 3, 950 feet South from the Northeast corner thereof; thence Northwesterly on a 1 deg. 40' curve to the right 175 feet; thence North 62 deg. 02' West 1220 feet; thence on a 1 deg. 40' curve to the left, 100 feet to a point on the West boundary of said Lot 3, said point being 250 feet South from the Northwest corner of said Lot 3.

Also less and excepting (LE7) a strip of land 100 feet wide being 50 feet wide on each side of the center line of the Black Rock Spur of the Rio Grande Western Railway, as described in Book 6-X at Page 211 of Salt Lake County records, as now located and to be constructed through, over and across Lot 4, Section 3, Township 2 South, Range 2 West, Salt Lake Base and Meridian, said center line is more particularly described as follows:

Beginning at a point on the East boundary of said Lot 4, 250 feet South from the Northeast corner thereof; thence Northwesterly on a 1 deg. 40' curve to the left 670 feet; thence North 74 deg. 52' West 30 feet to a point on the North boundary of said lot, said point being 660 feet East from the Northwest corner of said Section 3.

Also less and excepting (LE8) a strip of land 150 feet in width, being 50 feet on the Westerly side and 100 feet on the Easterly side of a line extending over and across Lot 1 in Section 8 and the South half of Lot 5 in Section 5 and the Southeast quarter of the Southwest quarter of said Section 5, Township 2 South, Range 2 West, Salt Lake base and Meridian. Also a strip of land 100 feet in width, being 50 feet on each side of said line extending over and across the North half of said Lot 5 in said Section 5 and part of the Northwest quarter of the Southwest quarter of said Section 5, in said township and range, described as Tract 9 in Book 651 at Page 16 of Salt Lake

County records. Said line running North 40 deg. 17' West crosses the East boundary of said Lot 1 in said Section 8 at a point 80 feet, more or less, South from the North boundary of said Section 8; thence on the same course North 40 deg. 17' West 100 feet, more or less, to a point on the North boundary of said Section 8, 1248 feet East from the Northwest corner of said Section 8; thence on the same course North 40 deg. 17' West 1277 feet; thence on a curve to the right, tangent to the course next preceding and with a radius of 955 feet, distance 652.8 feet; thence North 01 deg. 07' West 360 feet, more or less, to the North boundary of the land heretofore conveyed by James D. Coon and Mary Coon to John A. Coon by deed recorded September 26, 1896 in Book 4-Y of Deeds at Page 501, in the records of Salt Lake County, Utah; thence said line continues on said course North 1 deg. 07' West.

Also and less excepting (LE9) a part of the Southeast quarter of the Northwest quarter of Section 8, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 10 in Book 651 at Page 16 of Salt Lake County records. Beginning at the Southeast corner of the Northwest quarter of said Section 8; thence West 298 feet; thence on a curve to the right, radius 1055.36 feet, distance 360 feet; thence tangent to said curve North 20 deg. 46' West 145 feet; thence on a curve to the left, radius 1055.36 feet, tangent to course South 31 deg. 20' East, distance 712 feet to the point of beginning. Also a tract of land situated in the East half of the Northwest quarter of Section 8, Township 2 South, Range 2 West, Salt Lake Base and Meridian. Beginning at the Southeast corner of the Northwest quarter of said Section 8; thence on a curve to the right with a radius of 1055.36 feet, tangent to course North 70 deg. 00' West, distance 898.2 feet; thence North 21 deg. 12' West, 755.0 feet; thence East 53.6 feet; thence North 21 deg. 12' West, 842.0 feet; thence on a curve to the left with a radius of 1303.0 feet, tangent to course North 21 deg. 12' West, distance 428.6 feet, more or less, to a point in the East line of Lot 1, Section 8; thence North along said East line 150.0 feet, more or less, to a point in the North line of Section 8; thence East along said North line 65.0 feet; thence South 39 deg. 17' East, 69.0 feet; thence on a curve to the right with a radius of 1533.0 feet, tangent to the course South 39 deg. 17' East, distance 483.6 feet; thence South 21 deg. 12' East, 1900.0 feet; thence on a curve to the left, radius 855.36 feet, tangent to course South 21 deg. 12' East, distance 495.0 feet, more or less, to the place of beginning.

Also and less excepting (LE10) a strip of land 100 feet in width being 50 feet on each side of a line extending over and across the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West of the Salt Lake Base and Meridian, described as Tract 13 in Book 651 at Page 15 of Salt Lake County records. Said line running North 16 deg. 24' West crosses the South boundary of said Northwest quarter of the southwest quarter of said Section 9, at a point 495 feet, more or less East from the West boundary of said section; thence on same course North 16 deg. 24' West 270 feet; thence on a curve to the left, tangent to the course next preceding and with a radius of 955 feet distance 715 feet, more or less, to the West boundary of said Northwest quarter of the Southwest quarter of said Section 9 at a point 480 feet, more or less, South from the quarter section corner on the West boundary of said section; thence continues on said curve.

Also and less excepting (LE11) a strip of land 100 feet in width, being 50 feet on each side of a line extending over and across the Southwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 14 in Book 651 at Page 15

of Salt Lake County records. Said line running North 16 deg. 24' West crosses the South boundary of said Section 9, at a point 868 feet East from the Southwest corner of said section and runs thence on same course North 16 deg. 24' West 1350 feet, more or less, to the North boundary of said Southwest quarter of said Section 9, at a point 495 feet, more or less, East from the West boundary of said section; thence continues on said course North 16 deg. 24' West.

Also less and excepting (LE12) a strip of land 50 feet wide, situated in the Northwest quarter of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described as Tract 28 in Book 651 at Page 15, described more particularly as follows:

Beginning at the Southwest corner of that certain tract of land hereinbefore described as Tract No. 13; and running thence along the Westerly boundary of said tract on a curve to the right, with a radius of 905.37 feet, tangent to course, South 56 deg. 46' East, a distance of 214.7 feet; thence South 46 deg. 10' West 50.0 feet; thence on a curve to the left, with a radius of 855.37 feet, tangent to course, North 43 deg. 50' West, a distance of 160.0 feet to a point in the West line of said Section 9; thence along said West line, North 0 deg. 10½' East 60.4 feet to the place of beginning.

Also less and excepting (LE13) a parcel of land in fee for a highway known as Project No. 0135, as described in Book 2476 at Page 499 of Salt Lake County records, being part of an entire tract of property in the South half Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the South line of said Section 9 at a point 3260.03 feet Westerly along said South line from the Southeast corner of said Section 9, which point of beginning is 70.0 feet perpendicularly distance Northeasterly from the center line of said project; thence North 40 deg. 07' West 702 feet, more or less, to a point opposite Engineer Station 347+00; thence North 34 deg. 24' West 100.5 feet; thence North 40 deg. 07' West 850 feet to the existing right of way line; thence South 28 deg. 48' East 152.97; thence South 40 deg. 07' East 400.0 feet; thence South 45 deg. 50' East 100.5 feet; thence South 40 deg. 07' East 200.0 feet; thence South 34 deg. 24' East 100.5 feet; thence South 40 deg. 07' East 686.4 feet, more or less, to the South line of said Section 9; thence Easterly 25 feet, more or less, along said South line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah.

Also less and excepting (LE14) part of the Southwest quarter of Section 9, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in Book 11-C at Page 587, described as follows:

An area four rods in width, being two rods on either side of and at right angles to the following described center line. Beginning at a point on the South line of said Section 9, 951 feet East of the Southwest corner of said Section 9; thence North 16 deg. 40' West, 1350 feet, more or less, to the North boundary of the south half of the Southwest quarter of said Section 9 at a point 578 feet East of the West boundary line of said section.

Parcel 3A:

A tract of land located in the Northeast quarter of Section 16, Township 2 South, Range 2 West, Salt Lake base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at the North quarter corner of Section 16, Township 2 South, Range 2 West, Salt Lake Base and Meridian, a Salt Lake County brass cap monument and running thence South 89 deg. 51'50" East 2121.80 feet along the North line of said Section 16 as re-established by Salt Lake County in 1982; thence South 00 deg. 50'25" West 15.50 feet to the historic location of the North line of said Section 16, said North line connecting said Northeast corner and the historic location of the Northwest corner of said Section 16 as noted in two Quit Clal. Deeds recorded in Book 6081 at Page 1433 and Book 6075 at Page 2679 of the Salt Lake County records; thence South 88 deg. 34'11" West 2124.67 feet along said historic North line; thence North 01 deg. 54'13" East 73.63 feet to the point of beginning.

Parcel 4:

A parcel of land located in the Southwest quarter of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, described in Book 5641 at Page 628 of Salt Lake County records as follows:

Beginning 82 rods East and 5 rods North from the Southwest corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence East 3.2 rods; thence North 6.8 rods; thence West 8.9 rods to the Easterly line of the property to Kennecott Copper aforesaid; thence Southerly along said property line, to the point of beginning.

Lease Parcel 1: A parcel of land located in the Southeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

Beginning at the Southeast corner of Building 2343 of the Hercules Plant site, said corner being North 89 deg. 49'28" West 1949.52 feet along the section line and North 256.08 feet from the Southeast corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 60 deg. 31'18" West 32.50 feet; thence North 88 deg. 30'59" West 149.72 feet; thence South 89 deg. 55'19" West 61.77 feet; thence South 49 deg. 39'42" West 24.83 feet; thence North 89 de 02'40" West 146.14 feet; thence North 43 deg. 19'20" West 20.00 feet; thence North 01 deg. 25'00" East 196.74 feet; thence North 01 deg. 36'59" West 73.36 feet; thence North 01 deg. 18'17" East 139.20 feet; thence North 45 deg. 43'06" East 26.70 feet; thence South 89 deg. 52'04" East 308.38 feet; thence South 71 deg. 16'44" East 50.00 feet; thence South 53 deg. 00'49" East 50.00 feet; thence South 42 deg. 49'01" East 132.67 feet; thence South 47 deg. 10'59" West 119.82 feet; thence South 01 deg. 21'04" West 85.50 feet; thence South 88 deg. 38'56" East 10.00 feet; thence South 01 deg. 21'04" West 20.00 feet; thence North 88 deg. 38'56" West 10.00 feet; thence South 01 deg. 21'04" West 85.50 feet to the point of beginning.

Lease Parcel 2: A parcel of land located in the Southeast quarter of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah described as follows:

Beginning North 89 deg. 49'28" West 1321.88 feet along the section line from the Southeast corner of Section 10, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said section line North 39 deg. 49'28" West 60.51 feet; thence leaving said section line and following a chain link fence and its Southerly extension North 00 deg. 51'16" West 281.94 feet; thence South 89 deg. 13'32" West 241.52 feet; thence North 01 deg. 02'19" East 75.60 feet; thence North 88 deg. 57'41" West 56.35 feet; thence North 01 deg. 02'19" East 70.60 feet; thence South 88 deg. 57'41" East 148.30 feet; thence South 01 deg. 02'19" West 19.30 feet; thence South 88 deg. 57'41" East 236.06 feet; thence leaving said fence South 00 deg. 51'16" East 153.50 feet; thence South 89 deg. 08'44" West 30.00 feet; thence South 00 deg. 51'16" East 225.86 feet to the point of beginning.

**EXHIBIT "3.1(a)"**

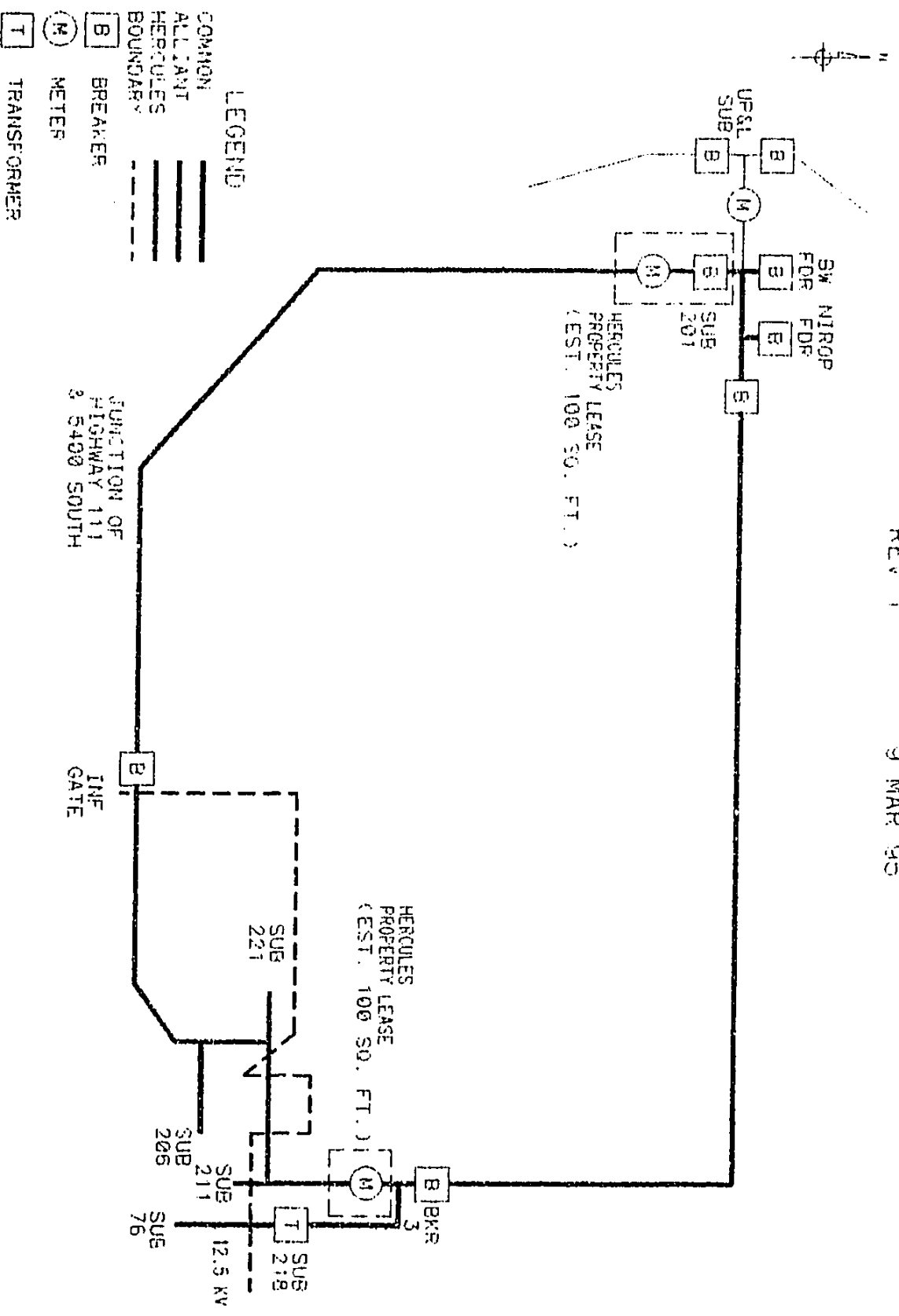
**Ownership Of Facilities/ Delivery Points**



EXHIBIT 3.1(a)

ELECTRICAL-46KV OWNERSHIP

REV 1 9 MAR 95



LEGEND

- COMMON ALLIANT HERCULES BOUNDARY
- B BREAKER
- M METER
- T TRANSFORMER

EXHIBIT 3.1(a)

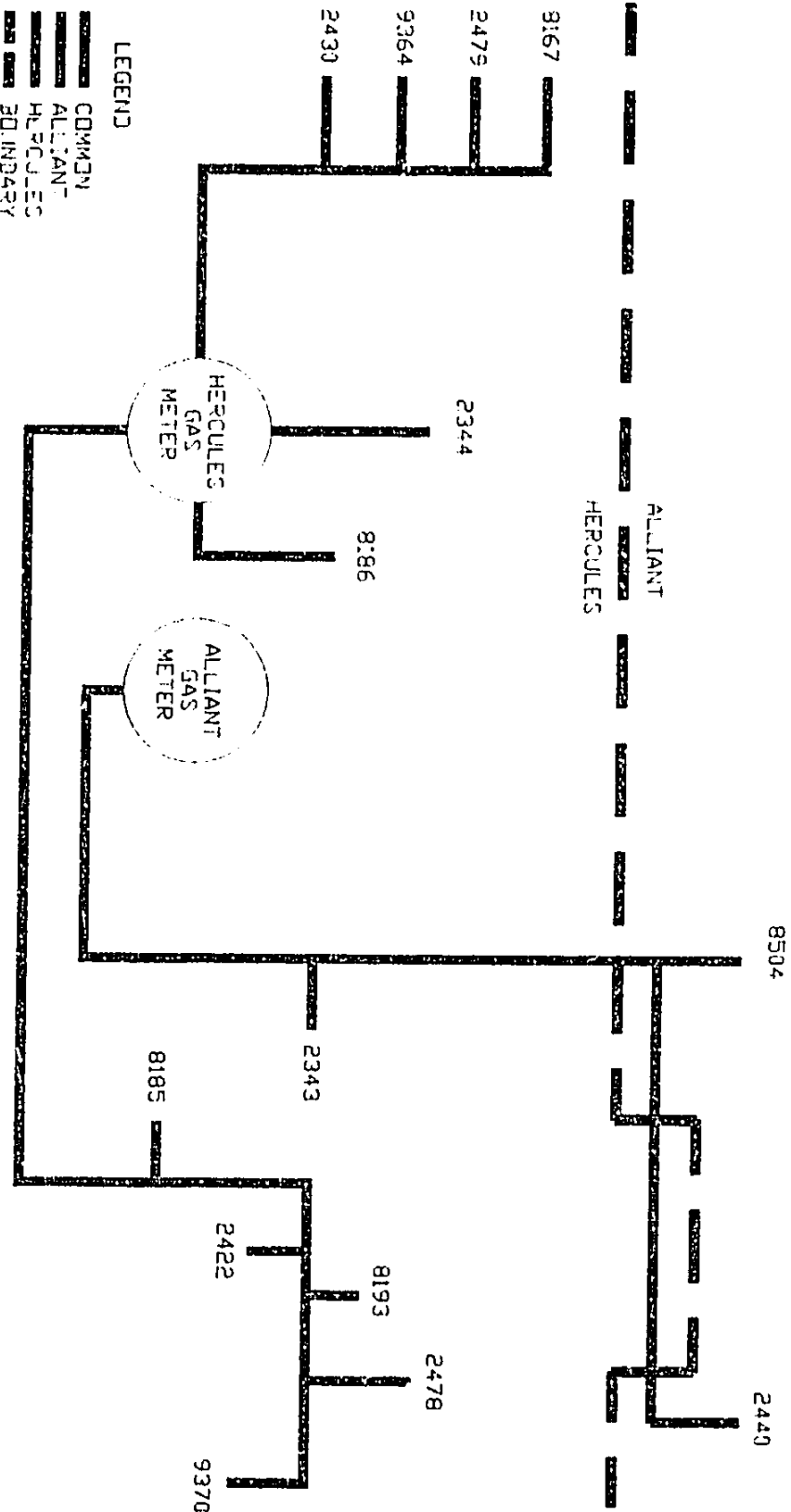
ROW 7116P2023

NATURAL GAS OWNERSHIP

A

Rev 1

9 Mar 95



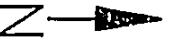
LEGEND  
COMMON  
ALLIANT  
HERCULES  
BOUNDARY

EXHIBIT 3.1(a)

COMPRESSED AIR OWNERSHIP

REVISED 7/16/2024

REV 1 9 MAR 95



TO PLANT 1

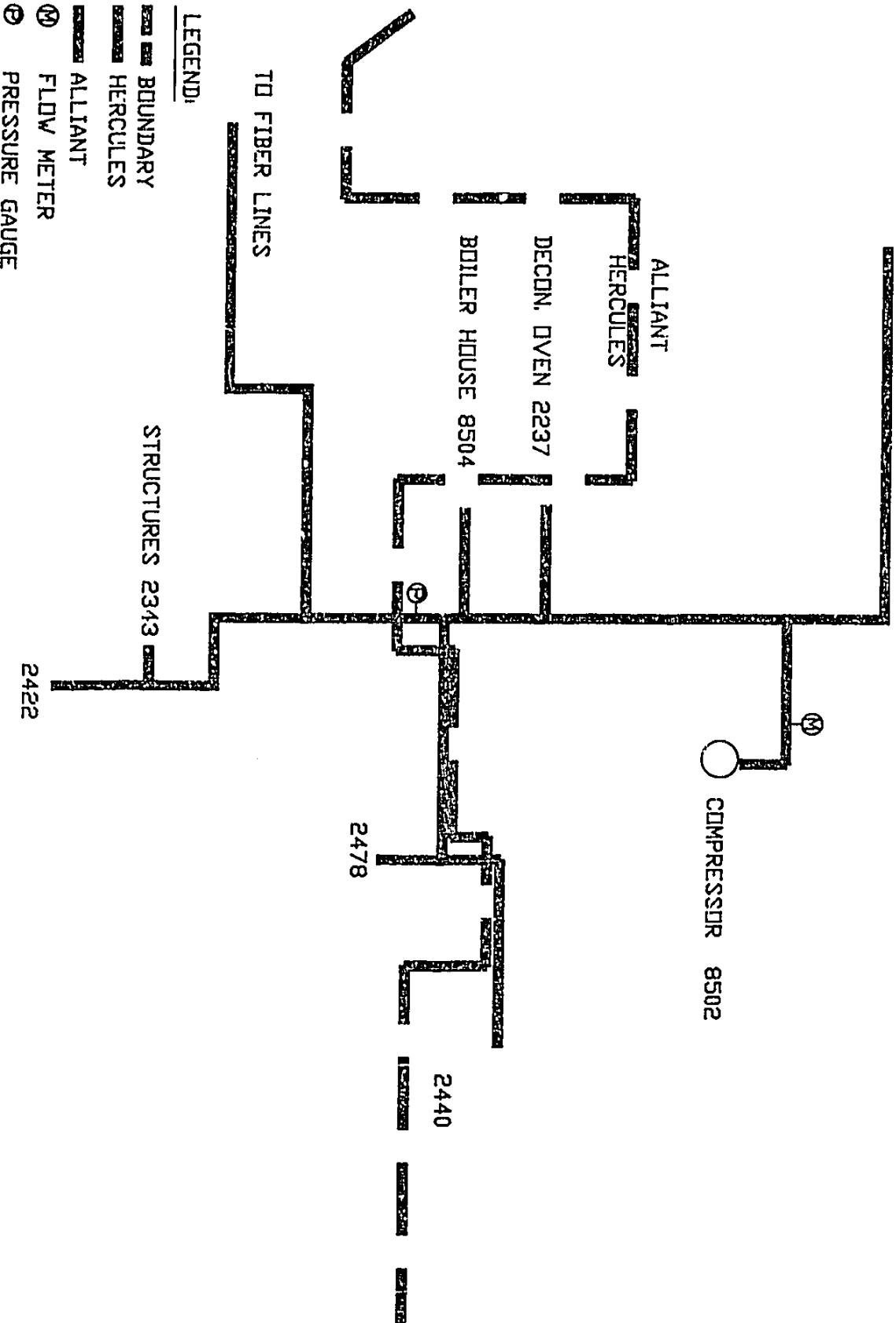
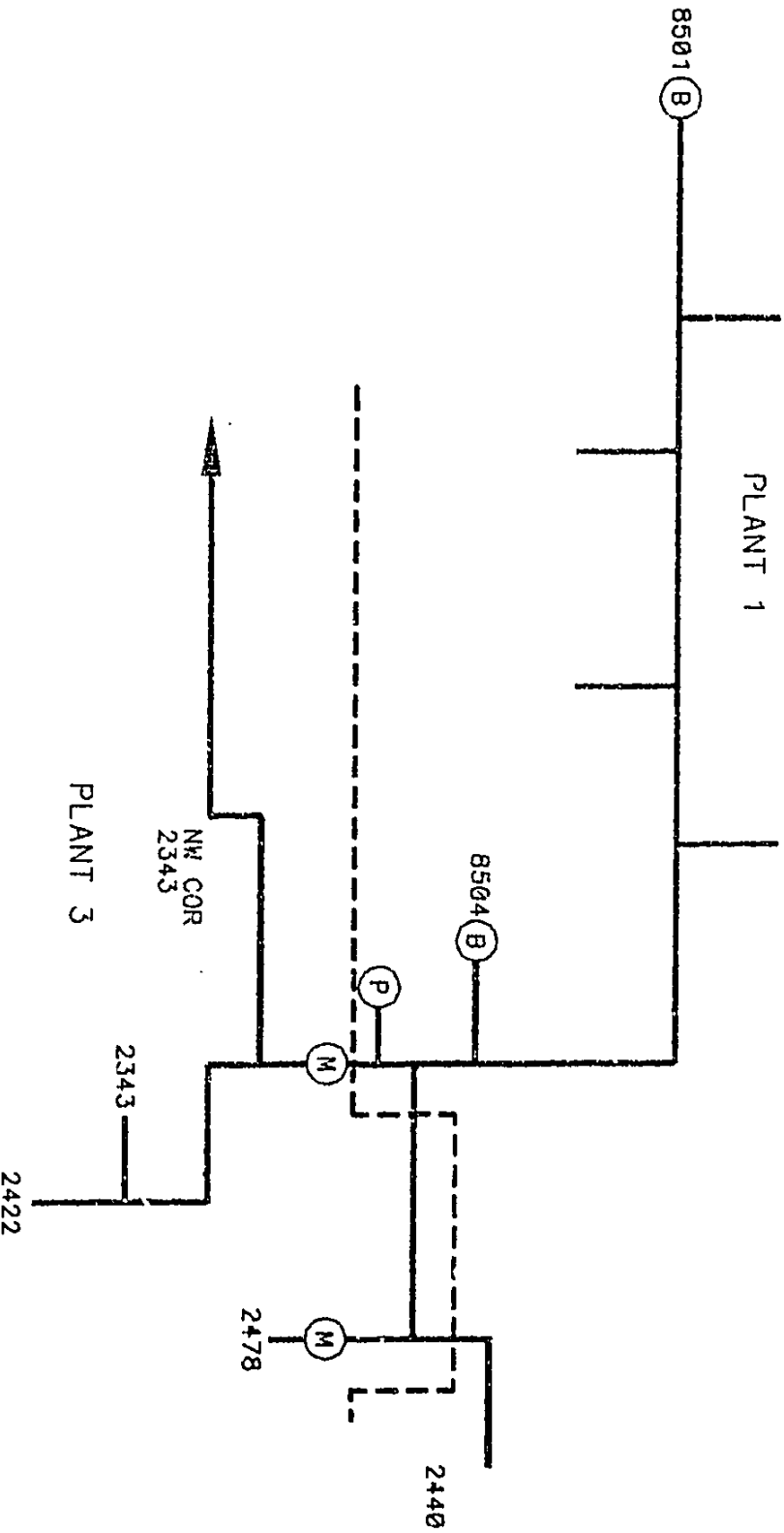
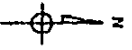


EXHIBIT 3.1(a)

Rev 7116P2025

STEAM OWNERSHIP  
REV 1 9 MAR 95



LEGEND

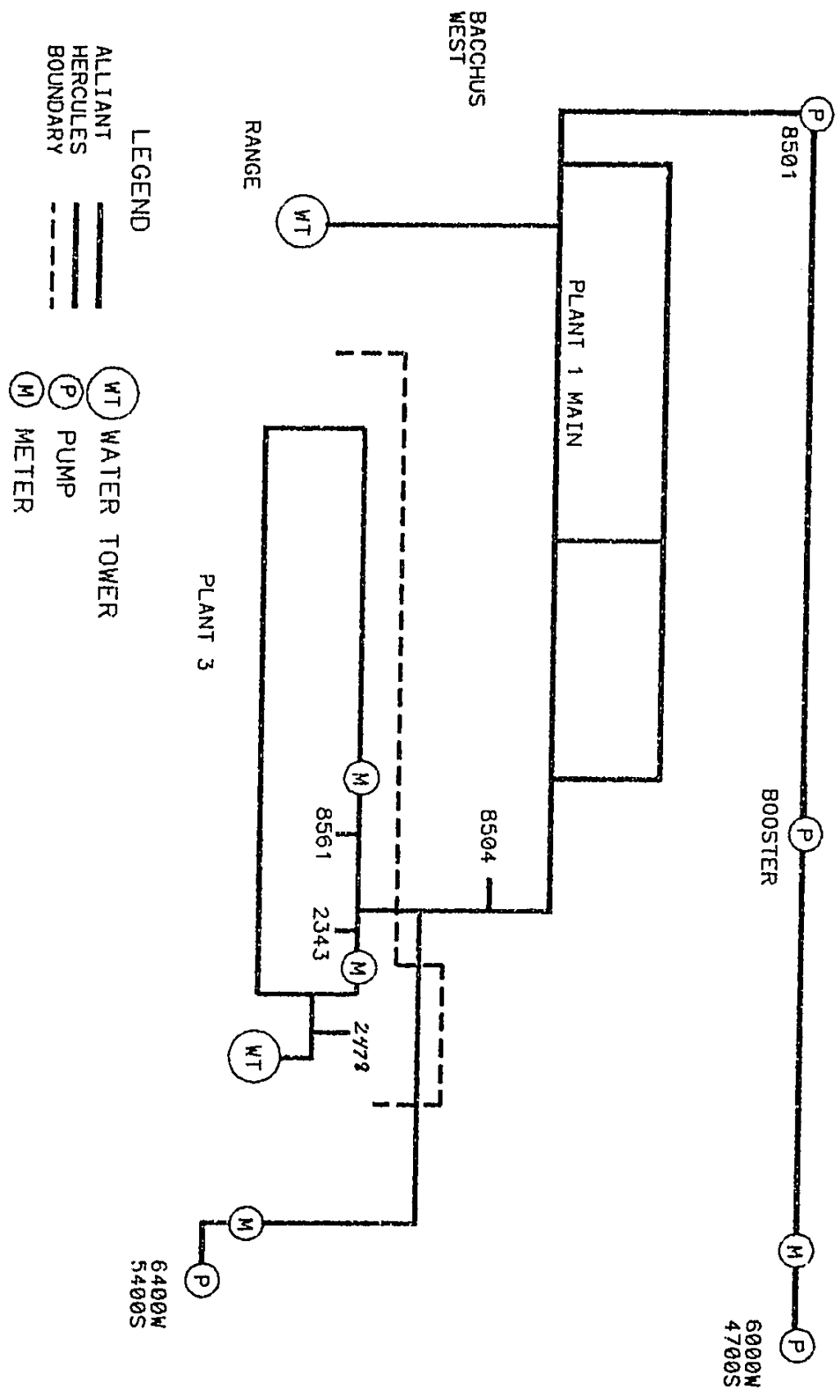
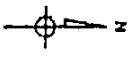
- ALLIANT
- HERCULES
- BOUNDARY

- (B) BOILER
- (M) METER
- (P) PRESSURE GAUGE

EXHIBIT 3.1(a)

RHW 7116P2026

WATER OWNERSHIP  
REV 1 9 MAR 95



LEGEND

- WT WATER TOWER
- P PUMP
- M METER
- ALLIANT HERCULES BOUNDARY

EXHIBIT 3.1(a)

Plan # 7116P2027

# SEWER OWNERSHIP

REV 1 9 MAR 95

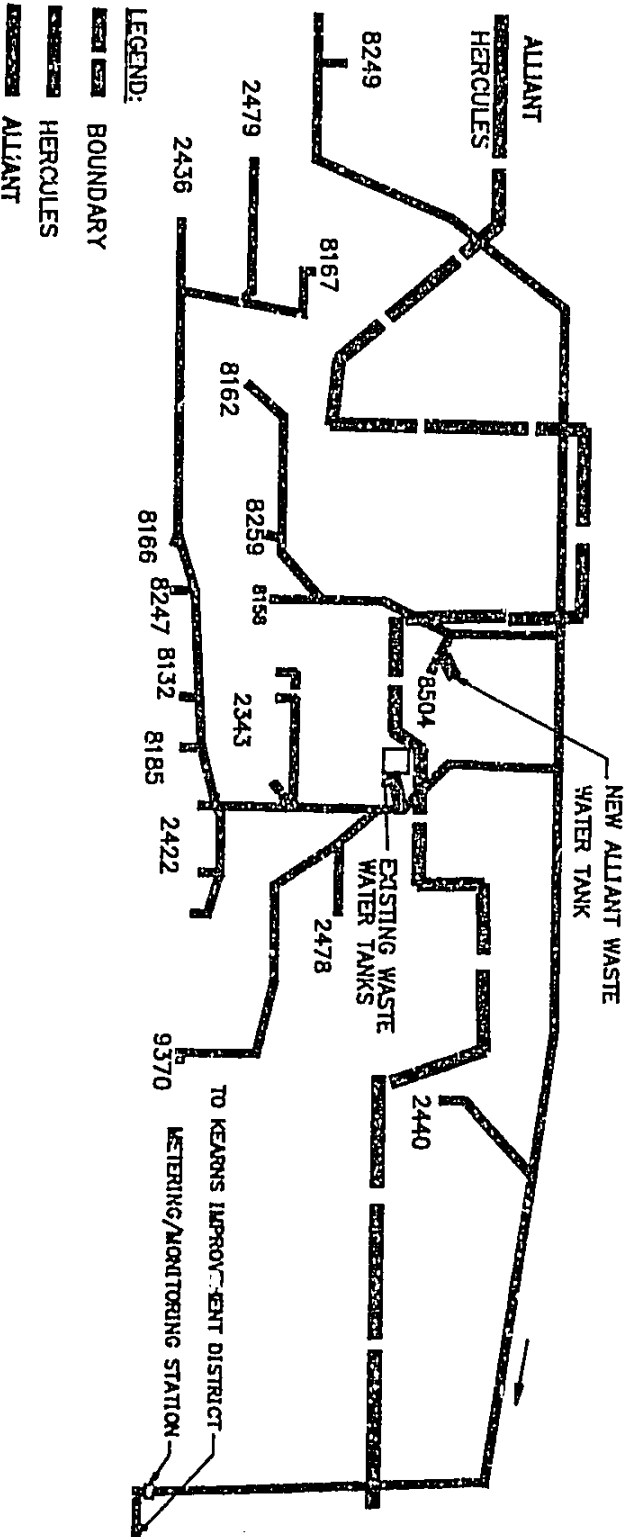


EXHIBIT 3.1(a)

BRW 7415P/2028

TELECOMMUNICATIONS COPPER CABLE OWNED  
REV 1 9 MAR 95

- LEGEND
- COMMON —————
  - ALLIANT —————
  - HERCULES —————
  - BOUNDARY - - - - -
  - COPPER CABLE CONNECTION POINTS

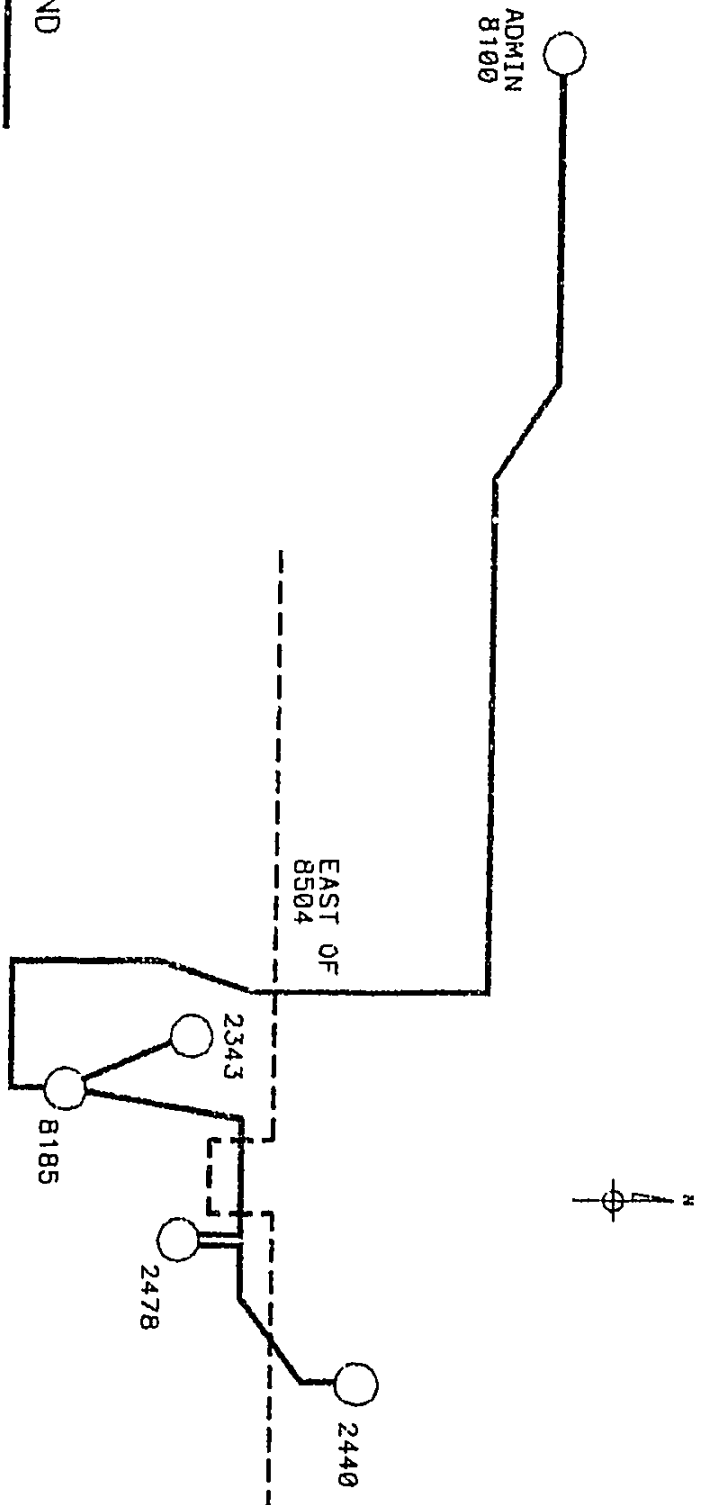
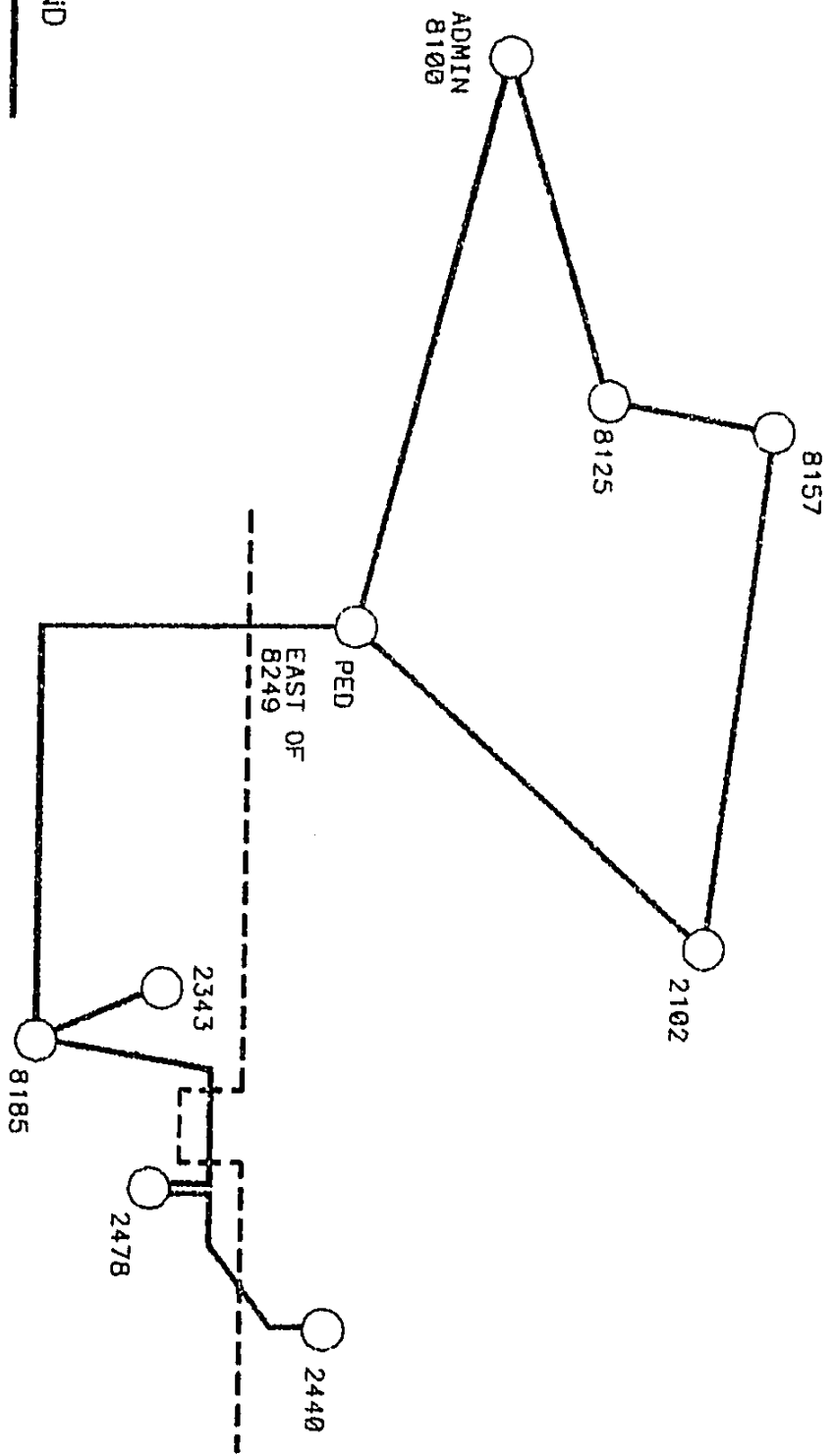
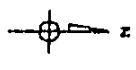


EXHIBIT 3.1(a)

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TELECOMMUNICATIONS FIBER OPTIC OWNED

REV 1 9 MAR 95



LEGEND

- COMMON
- ALLIANT
- HERCULES
- BOUNDARY
- FIBEROPTIC CONTROL POINTS