

AFFIDAVIT OF INTEREST
IN
REAL PROPERTY
(Federal Grantor)

ENTRY NO 135959 DATE 7-11-85 TIME 8:45 --- 27.0

STATE OF UTAH)
COUNTY OF SALT LAKE)

RECORDED FOR DESERET GENERATION COOP 173 781-795
:ss. RECORDER JOE DEAN HUBER BY BERNADINE HURLEY
Wasatch County, State of Utah

Merrill J. Millett, Affiant, being first duly sworn upon oath, deposes and says that:

1. Affiant is more than twenty-one years of age, is a citizen of the United States of America and is a resident of the County of Salt Lake, State of Utah.

2. Affiant is presently employed by Deseret Generation & Transmission Co-operative ("Deseret"), a Utah corporation with its principal office at 8722 South 300 West, Sandy, Utah 84070, as its General Manager, and, thereby, possesses both the knowledge and authority necessary to make on behalf of Deseret the statements made herein.

3. By written instrument dated the 22nd day of March 1983, and entitled "Special Use Permit For Electric Transmission Line," a copy of which is attached as Exhibit "1" hereto and incorporated herein by this reference, Deseret was granted by the United States of America, through the U.S. Department of Agriculture, Forest Service, over, through, above and across the real property described and identified in Exhibit "2" attached hereto and incorporated herein by this reference, the following right, title and interest:

- (a) Type of Interest: Right of Way.
- (b) Duration of Interest: From the 1st day of April 1983, to and including the 31st day of March 2003, for a total of twenty (20) years.
- (c) Purpose of Interest: Construct, operate, maintain and terminate a 345 kv electric transmission line.

4. Further Affiant saith naught.

DATED and signed this 1st day of July, 19 85.

DESERET GENERATION & TRANSMISSION
CO-OPERATIVE

By Merrill J. Millett
Merrill J. Millett, Affiant

PAGE (X) INDEX (+) ABSTRACT (X) PLAT (✓) CHECK 37

On the 1st day of July, 1985, personally appeared before me Merrill J. Millett, the above-designated Affiant, who being duly sworn upon oath, deposed, made and subscribed the foregoing statement, and declared the same to be true, accurate and correct to the best of the Affiant's knowledge and belief.



NOTARY PUBLIC

My Commission Expires:

Residing at: Orem, ut

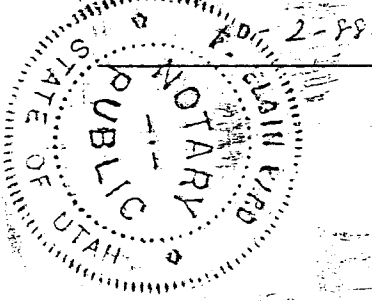


Exhibit "1"

| | | | |
|--|---------------------|-----------------------|------------------------|
| U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE SPECIAL USE PERMIT FOR ELECTRIC TRANSMISSION LINE Act of October 21, 1976 (P.L. 94-579) This permit is revocable and nontransferable | a. Record No. (1-2) | b. Region (3-4) | c. Forest (5-6) |
| | 7 0 | 0 4 | 1 0 1 8 |
| | d. District (7-8) | e. User Number (9-12) | f. Kind of use (13-15) |
| 10 0 3 18 0 3 18 0 1 | 4 1 0 0 | 8 1 2 | |
| g. State (16-17) | h. County (18-20) | k. Cord no. (21) | |
| 4 9 | 0 4 9 | 1 | |

Deseret Generation and Transmission Cooperative of 8722 South 300 West Sandy, UT 84070
(Name)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the construction, operation and maintenance of a 345 KV transmission line within the Uinta and Manti-LaSal National Forest, subject to the general provisions and to the special provisions and requirements, items 23 to 38 on page(s) 3 to 9 attached hereto and made a part of this permit. The location of this use is shown on the map(s) which is (are) a part of this permit, and is (are) identified as follows:
Bonanza - UPALCO - Mona 345 kV line crossing Uinta and Manti-LaSal National Forest System land in Wasatch, Utah, Sanpete, and Juab Counties Sheets 1-3

Length in: $\frac{19.78 \text{ (Miles)}}{\text{or}} \times \text{Width} \frac{150 \text{ (Feet)}}{\text{or}} = \frac{359.61 \text{ (Acres)}}{\text{or}}$

Construction or occupancy under this permit shall begin within 1 (Months) and construction shall be completed within 22 (Number) months.

For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Three Thousand Five Hundred Ninty Six and 00/100 Dollars (\$ 3596.00)

from April 1 1983, to March 31 1984, and thereafter, annually on April 1

Three Thousand Five Hundred Ninty Six and 00/100 Dollars (\$ 3596.00):

provided, however, charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of the use authorized by this permit.

This permit is accepted subject to all of its terms and conditions:

| | | | |
|----------|---|-------|-----------------------|
| ACCEPTED | PERMITTEE'S NAME & SIGNATURE <i>Deseret Generation Transmission Corp</i> | DATE | <u>3-22-83</u> |
| APPROVED | ISSUING OFFICER'S NAME & SIGNATURE <i>W. Frank Savage</i> | TITLE | FOR FOREST SUPERVISOR |
| | | DATE | <u>22 MAR 1983</u> |

W. Frank Savage

GENERAL PROVISIONS

1. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor.

2. No timber shall be cut or destroyed during construction of the transmission line without first obtaining permission from the Forest Service. The permittee shall clear only the minimum area required for safe transmission line use. All timber cut, destroyed or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

3. The permittee shall keep the area beneath the transmission line cleared and shall trim all branches in contact or near contact with the line. All trees, live or dead, deemed by the permittee to be hazardous or which might fall in contact with the line, whether on or adjacent to the right-of-way, shall be removed by the permittee: Provided, however, that permission to do so must first be obtained from the Forest Service.

4. All waste material from constructing or maintaining the line shall be burned or otherwise disposed of as directed by the Forest Service. However, no material shall be disposed of by burning during any closed season established by law or regulation without a written permit from the Forest Service.

5. The permittee shall protect the scenic and esthetic values of the right-of-way and the adjacent land as far as possible consistent with the authorized use, during the construction, operation, and maintenance of the facility.

6. The permittee shall be responsible for prevention and control of soil erosion and gulying on Government lands covered by this permit and lands adjacent thereto resulting from construction or maintenance of the transmission line; and shall vegetate with grass or herbaceous plants all ground where the soil has been exposed; and shall construct and maintain such preventive works to accomplish this result as prescribed in the erosion control plan attached, and made a part of this permit.

7. The permittee shall place and maintain suitable structures and devices to reduce to a reasonable degree the possibility of contact between its powerline and telegraph, telephone, signal or other powerlines heretofore constructed and not owned by the permittee, and shall also place and maintain suitable structures and devices to reduce to a reasonable degree the possibility of any structures or wires falling and obstructing traffic or endangering life on highways or roads. The transmission line shall be designed and constructed in accordance with accepted standards (National Electrical Safety Code) and specifications for transmission lines of similar voltage, capacity, and purpose.

8. The permittee shall make provision, or bear the reasonable cost of making provision for avoiding inductive or conductive interference between any transmission facility or other works constructed, operated, or maintained by it and authorized under the permit, and any radio installation, telephone line, or other communication facilities existing when the permit is authorized or any such installation, line or facility thereafter constructed or operated by the United States or any agency thereof. This provision shall not relieve the permittee from any responsibility or requirement which may be imposed by other lawful authority for avoiding or eliminating inductive or conductive interference.

9. The permittee shall protect all Government and other telephone, telegraph, and power-transmission lines at crossings of and at all places in proximity to the permittee's power-transmission line or lines; and shall maintain said power-transmission line or lines in such a manner as not to menace life or property.

10. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

11. The permittee, in exercising the privileges granted by

ment of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

12. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.

13. The permittee shall pay the United States for any damage resulting from this use.

14. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the Forest Supervisor, but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit is subject to all valid claims.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

17. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

18. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise re-establish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

19. This permit may be terminated upon breach of any of the conditions herein by the issuing officer or at the discretion of the Regional Forester or the Chief, Forest Service; provided, the permittee shall have had a reasonable time—not to exceed ninety (90) days—within which to show cause why such termination should not be made.

20. This permit confers no rights upon the permittee to use this National Forest land for purposes other than constructing, maintaining, and operating a transmission line thereon.

21. The permittee shall allow officers and employees of the United States free and unrestricted access in, through, and across the said project and project works in the performance of their official duties and shall allow the Forest Service, without charge, to construct or permit to be constructed in, through, and across the said project, railroads, chutes, roads, trails, conduits, and other means of transportation not inconsistent with the enjoyment of said project by the grantee for the purpose herein set forth.

22. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control

23. (A-13) A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$15.00 or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period, or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the next workday.
24. (B-2) Nondiscrimination, Service.
- During the performance of this permit, the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
25. (B-8) The permittee shall indemnify the United States against any liability of damage to life or property arising from the occupancy or use of National Forest System lands under this permit.
26. (B-31) Natural phenomenons in the Forest, such as avalanches, rising waters, high winds, falling limbs or trees, and other hazards, present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards in order to protect his improvements.
27. (C-3) As a further guarantee of the faithful performance of the provisions of all clauses of this permit, the permittee agrees to deliver and maintain a surety bond in the amount of one hundred thousand and no/100 dollars (\$100,000.00) during the period of construction and twenty five thousand and no/100 dollars (\$25,000.00) for a period of five (5) years after completion of construction to guarantee maintenance of surface rehabilitation. Prior to undertaking additional construction or alteration work not provided for in the above clauses or when the improvements are to be removed and the area restored, the permittee shall deliver and maintain a surety bond in an amount set by the Forest

Service, which amount shall not be in excess of the estimated loss which the Government would suffer upon default in performance of this work. Should the sureties or the bonds delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Forest Service. In lieu of surety bond, the permittee may deposit into a Federal depository, as directed by the Forest Service, and maintain therein, cash in the amounts provided for above, or negotiable securities of the United States having a market value at time of deposit of not less than the dollar amounts provided above. The permittee's surety bond will be released, or deposits in lieu of bond, will be returned thirty (30) days after certification by the Forest Service that priority installations under the development plan are complete, and upon furnishing by the permittee of proof satisfactory to the Forest Service that all claims for labor and material on said installations have been paid or released and satisfied. The permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

28. (D-4) The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

29. (D-17) All National Forest timber cut or destroyed in the construction of the permitted improvements shall be paid for at current stumpage sales for similar timber in the National Forest. Young-growth timber below merchantable size will be paid for at current damage-appraisal value; and all slash and debris resulting from the cutting or destruction of such timber shall be disposed of as necessary or as the Forest Service may direct.

30. (E-4) Unless sooner terminated or revoked by the Regional Forester in accordance with the provisions of this permit, this permit shall expire and become void on April 1, 2003, but a new permit to occupy and use the same National Forest System land may be granted provided the permittee will comply with the then existing laws and regulations governing the occupancy and use of National Forest System lands and shall have notified the Forest Supervisor not less than one (1) year prior to said date that such new permit is desired.
31. (F-11) A muffler or spark arrester satisfactory to the Forest Service shall be maintained on the exhausts of all trucks and tractors or other internal combustion engines used in connection with this permit.
32. (F-24) The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.
33. (X-33) This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.
34. (X-49) This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.
35. (X-94 Modified) "The Wheeling Stipulations executed and submitted with the application are hereby made a part of this special-use permit."
36. The permittee agrees that if it has need in the future for additional power along the corridor approved by the EIS, it will be located within the boundaries of the right-of-way authorized by this permit in a manner approved by the Forest Supervisor. This means additional power will be accommodated only by upgrading the existing facility.
37. Chemical materials may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually (by the permittee, licensee, etc.) on the due date established by the Forest Supervisor. The report will cover a 12-month period of planned use beginning three (3) months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the

time the annual report was submitted.

Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of chemical materials and disposal of excess materials and containers.

38. The permittee and the Forest Service shall jointly prepare an operations plan covering the operation of facilities under provisions of this special-use permit.

The provisions of the Construction, Operation, and Maintenance Plan and any revisions thereto will become a part of this permit and will be signed by the Forest Supervisor and the permittee or his designated representative.

STIPULATIONS FOR TRANSMISSION LINES AND FACILITIES

Moon Lake 345 kV Line

The undersigned agrees to accept the right-of-way grant subject to the following:

The Department of Energy (hereinafter referred to as the "Department") shall be allowed to utilize for the transmission of electric power and energy any surplus capacity of the transmission facility in excess of the capacity needed by the holder of the grant (subsequently referred to in this paragraph as "holder") for the transmission of electric power and energy in connection with the holder's operations, or to increase the capacity of the transmission facility at the Department's expense and to utilize the increased capacity for the transmission of electric power and energy. Utilization by the Department of surplus or increased capacity shall be subject to the following terms and conditions:

1. When the Department desires to utilize surplus capacity though to exist in the transmission facility, notification will be given to the holder and the holder shall furnish the Department within 30 days a certificate stating whether the transmission facility has any surplus capacity not needed by the holder for the transmission of electric power and energy in connection with the holder's operations and, if so, the amount of such surplus capacity.
2. Where the certificate indicates that there is no surplus capacity or that the surplus capacity is less than that required by the Department, the authorized officer may call upon the holder to furnish additional information upon which its certification is based. Upon receipt of such additional information, the authorized officer shall determine, as a matter of fact, if surplus capacity is available and, if so, the amount of such surplus capacity.
3. In order to utilize any surplus capacity determined to be available or any increased capacity provided by the Department at its own expense, the Department may interconnect its transmission facilities with the holder's transmission facility in a manner conforming to approved standards of practice for the interconnection of transmission circuits.
4. The expense of the interconnection will be borne by the Department, and the Department will at all times provide and maintain adequate protective equipment to ensure the normal and efficient operation of the holder's transmission facilities.
5. After any interconnection is completed, the holder shall operate and maintain its transmission facilities in good condition and, except in emergencies, shall maintain in a closed position all connections under the holder's control necessary to the transmission of the Department's power and energy over the holder's transmission facilities. The parties may, by mutual consent, open any switch where necessary or desirable for maintenance, repair, or construction.

6. The transmission of electric power and energy by the Department over the holder's transmission facilities will be effected in such manner as will not interfere unreasonably with the holder's use of the transmission facilities in accordance with the holders's normal operating standards, except that the Department shall have the exclusive right to utilize any increased capacity of the transmission facility which has been provided at the Department's expense.
7. The holder will not be obligated to allow the transmission of electric power and energy by the Department to any person receiving service from the holder on the date of the filing of the application for a grant, other than statutory preference customers including agencies of the Federal Government.
8. The Department will pay to the holder an equitable share of the total monthly cost of that part of the holder's transmission facilities utilized by the Department for the transmission of electric power and energy, the payment to be an amount in dollars representing the same proportion of the total monthly cost of such part of the transmission facilities as the maximum amount in kilowatts of the power transmitted on a scheduled basis by the Department over the holder's transmission facilities bears to the total capacity in kilowatts of that portion of the transmission facilities. The total monthly cost will be determined in accordance with the system of accounts prescribed by the Federal Energy Regulatory Commission, exclusive of any investment by the Department in the part of the transmission facilities utilized by the Department.
9. If, at any time, subsequent to a certification by the holder or determination by the authorized officer that surplus capacity is available for utilization by the Department, the holder needs for the transmission of electric power and energy in connection with its operations the whole or any part of the capacity of the transmission facility theretofore certified or determined as being surplus to its needs, the holder may request the authorized officer to modify or revoke the previous certification or determination by making application to the authorized officer not later than 36 months in advance of the holder's needs. Any modification or revocation of the certification or determination shall not affect the right of the Department to utilize facilities provided at its expense or available under a contract entered into by reason of the equitable contract arrangements provided for in this section.
10. If the Department and the holder disagree as to the existence or amount of surplus capacity in carrying out the terms and conditions of this paragraph, the disagreement shall be decided by a board of three persons composed as follows:

The holder and the authorized officer shall each appoint a member of the board and the two members shall appoint a third member. If the members appointed by the holder and the authorized officer are unable to agree on the designation of the third member, he shall be designated by the Chief Judge of the United States Court of Appeals of the circuit in which the major share of the facilities involved is located. The board shall determine the issue, and its determination, by majority vote, shall be binding on the Department and the holder.

- 11. As used in this section, the term "transmission facility" includes: (1) All types of facilities for the transmission of electric power and energy and facilities for the interconnection of such facilities and, (2) the entire transmission line and associated facilities, from substation or interconnection point to substation or interconnection point, of which the segment crossing the lands of the United States forms a part.
- 12. The terms and conditions prescribed in this paragraph may be modified at any time by means of a supplemental agreement negotiated between the holder and the Secretary of Energy or his designee.
- 13. The holder does not, by executing this stipulation, waive any rights which it might otherwise have to contest the validity or legal enforceability of the regulations, or any portions thereof, pursuant to which the right-of-way herein was granted, or the right of the Secretary or the Department to require the execution of this stipulation as a condition to the granting of said right-of-way.
- 14. This stipulation, or the parts thereof that are affected, shall be deemed to have been rescinded, without affecting the terms of said right-of-way grant in any other respect, in the event that there should be a final judicial determination (after all appellate proceedings, including certiorari, have been exhausted or the time therefore has expired) by a court of competent jurisdiction in a proceeding (by holder or others, wherever and whenever brought) in which the United States or the Department or the Secretary is a party, that the regulations pursuant to which this stipulation was entered into, or any pertinent part thereof, are invalid or legally unenforceable, or that the execution of this stipulation, or any part thereof, cannot lawfully be required by the secretary as a condition to the granting of said right-of-way.

DATED this 21st day of January, 1983

DESERT GENERATION AND TRANSMISSION
COOPERATIVE

By [Signature]
Title General Manager

Exhibit "2" page 174

WAS

U S FOREST SERVICE
(UINTA NATIONAL FOREST)

A right-of-way situate in the southeast 1/4 of the northeast 1/4, the southeast 1/4 and the southeast 1/4 of the southwest 1/4 of Section 31, Township 4 South, Range 10 West, Lot 4 of Section 6, Township 5 South, Range 10 West, the northeast 1/4 of the northeast 1/4, the west 1/2 of the northeast 1/4, the southeast 1/4 of the northwest 1/4, the northeast 1/4 of the southwest 1/4 and the west 1/2 of the southwest 1/4 of Section 1, the northeast 1/4 of the southeast 1/4 and the south 1/2 of the southeast 1/4 of Section 2, the northwest 1/4 of the northeast 1/4, the northeast 1/4 of the northwest 1/4 and the west 1/2 of the northwest 1/4 of Section 11, the south 1/2 of the north 1/2 and the northwest 1/4 of the southwest 1/4 of Section 10, the southeast 1/4 of the northeast 1/4, the north 1/2 of the southeast 1/4, the northeast 1/4 of the southwest 1/4 and the south 1/2 of the southwest 1/4 of Section 9, the south 1/2 of the southeast 1/4 of Section 8, the north 1/2 of the north 1/2 and the southwest 1/4 of the northwest 1/4 of Section 17, the south 1/2 of the northeast 1/4, the northwest 1/4 of the southeast 1/4, the southeast 1/4 of the northwest 1/4, the northeast 1/4 of the southwest 1/4 and Lot 3 of Section 18, Township 5 South, Range 11 West, the northeast 1/4 of the southeast 1/4, the south 1/2 of the southeast 1/4 and the south 1/2 of the southwest 1/4 of Section 13, the northwest 1/4 of the northwest 1/4 of Section 24, the northeast 1/4 of the northeast 1/4, Lot 1 and Lot 2 of Section 23, Township 5 South, Range 12 West, Uintah Special Meridian, the centerline of which is described as follows:

Beginning on the boundary line of the Grantor's land at a point 31 feet north from the East one-quarter corner of said Section 31, Township 4 South, Range 10 West, Uintah Special Meridian and running thence South 45° 49' West 2,448 feet;

thence South 56° 05' West 13,208.75 feet to a point 561 feet east along section line and South 56° 05' West 2,034 feet, more or less, from the North one-quarter corner of said Section 11;

thence South 77° 00' West 8,397.77 feet to a point 65 feet south along the section line and South 77° 00' West 1,442 feet, more or less, from the East one-quarter corner of said Section 9;

thence South 67° 22' West 15,538.24 feet to a point 1,094 feet south along the section line and South 67° 22' West 122 feet, more or less, from the East one-quarter corner of said Section 13;

Exhibit "2" page 284

thence South $70^{\circ} 35'$ West 7,396.38 feet to a point 296 feet south along the section line and South $70^{\circ} 35'$ West 1,935 feet, more or less, from the Northeast corner of said Section 23;

thence South $64^{\circ} 33'$ West 740 feet to the border line dividing Wasatch and Utah Counties at a point South $23^{\circ} 04'$ East 1,254 feet, more or less, along the county line from mile post number 107 $1/2$, said courses being the centerline of a right-of-way 150 feet in width, the sidelines of said right-of-way to be extended or shortened so as to meet on the bisector of angle points and to terminate on the boundary line of the Grantor's land on the east and the said County line on the west, containing 164.36 acres, more or less:

Exhibit "2" page 3 of 4

UT-12 USFS
(MANTI/LASAL NATIONAL FOREST)

A right-of-way situate in Lot 1, Lot 2, Lot 3 and Lot 6 of Section 19, Township 10 South, Range 4 East, Salt Lake Meridian, the centerline of which is described as follows:

Beginning on the boundary line of the Grantor's land at a point 1,094 feet east, more or less, from the Northwest corner of said Section 19, Township 10 South, Range 4 East, Salt Lake Meridian and running thence South 20° 51' West 3,010 feet to the boundary line of said Grantor's land at a point 39 feet south, more or less, from the West one-quarter corner of said Section 19, said course being the centerline of a right-of-way 150 feet in width, the sidelines of said right-of-way to be extended or shortened so as to terminate on the boundary lines of said Grantor's land, containing 10.36 acres, more or less.

Exhibit "2" page 4 of 4

SA-3 USFS

(UINTA NATIONAL FOREST)

A right-of-way situate in the east 1/2 of the east 1/2 of Section 9, Township 12 South, Range 3 East, Salt Lake Meridian, the centerline of which is described as follows:

Beginning on the boundary line of the Grantor's land at a point 939 feet north, more or less, from the East one-quarter corner of said Section 9, Township 12 South, Range 3 East, Salt Lake Meridian and running thence South $13^{\circ} 57'$ West 3,525 feet to the boundary line of said Grantor's land at a point 784 feet west, more or less, from the Southeast corner of said Section 9, said course being the centerline of a right-of-way 150 feet in width, the sidelines of said right-of-way to be extended or shortened so as to terminate on the boundary lines of said Grantor's land, containing 12.14 acres, more or less.