

WITNESS the hand of said grantors, this 2nd day of APRIL, A.D. one thousand nine hundred and SIXTY-THREE.

Paul E. Larsen
Edna O. Larsen

STATE OF UTAH,)
COUNTY OF BEAVER.) SS.

On the 11th day of April A.D. one thousand nine hundred and sixtythree personally appeared before me Paul E. Larsen and Edna O. Larsen, husband and wife the signer of the foregoing instrument, who duly acknowledge to me that they executed the same.

My commission expires: Sept. 2, 1963. (SEAL) C. Victor Smith
Notary Public.
Address: Beaver, Utah.

Filed for Record: 11:30 A.M. April 11, 1963.
COUNTY RECORDER

NO. 100084 TELLURIDE POWER COMPANY, GRANTOR
TO
UTAH POWER & LIGHT COMPANY, GRANTEE
DEED Dated as of March 15, 1963
U.S. Documentary Stamps are attached to an executed counterpart Deed now of record in the office of the Sevier County Recorder, in the amount of \$240.35.

DEED

KNOW ALL MEN BY THESE PRESENTS: That TELLURIDE POWER COMPANY, a corporation organized and existing under the laws of the State of Delaware and qualified to do and doing business under the laws of the State of Utah, hereinafter sometimes referred to as "Grantor", also hereinafter sometimes referred to as "Company", pursuant to action duly taken by the stockholders and directors thereof, does hereby transfer, grant, bargain, sell, assign and convey all right, title, and interest now held or hereafter acquired unto UTAH POWER & LIGHT COMPANY, a corporation organized under the laws of the State of Maine, qualified to do and doing business in the State of Utah, with its office and principal place of business at Salt Lake City, Utah, hereinafter sometimes referred to as "Grantee", and being the owner of all of the issued and outstanding voting securities of said Telluride Power Company, and said Telluride Power Company being a wholly-owned subsidiary of said Utah Power & Light Company, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, including: (1) Assumption by Grantee of all of the liabilities, including claims for damages pending against Grantor; (2) forgiveness of all indebtedness owing by Grantor to Grantee; (3) contribution by Grantee to Grantor to enable Grantor to reacquire and retire all of its outstanding First Mortgage Bonds which Grantor will thereupon retire; (4) surrender by Grantee to Grantor for redemption all issued and outstanding capital stock owned by Grantee; all and singular the following described property, to-wit:

ALL OF THE COMPANY'S PROPERTY, including all electric generating plants; all water appropriations and water rights, reservoir, storage and flowage rights; all electric substations; all electric transmission lines, electric distribution lines and systems, and telephone lines; all lands of the Company upon which the same are situated; all automobiles and other vehicles; all merchandise equipment, stores, materials and supplies, tools, machines and machinery; all easements, licenses, rights of way, permits, municipal and other franchises, certificates of convenience and necessity, privileges, consents and rights for or appertaining to the construction, maintenance and operation of said property or any part 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; all furniture, office equipment and supplies; all contracts, agreements, leases and the business of the Company; together with all other property of the Company, real, personal or mixed, forming a part thereof or in anywise appertaining thereto, including but not limited to the following described property:

PARAGRAPH ONE

Electric Generating Plants

The Electric Generating Plants, developments and Stations of the Company, including all dams, reservoirs, diversions, 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, reservoirs, 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. Upper Beaver Hydroelectric Plant, consisting of dams, reservoirs, pipe lines and generating station, situated on Beaver River in Section 6, T. 29S., R. 4 W., Sections 1, 17, 18, 19, 20, 30, 31, 32, T. 29 S.; R. 5 W., Sections 2, 3, T. 30 S., R. 5 W., and Sections 13 and 24, T. 29 S., R. 6 W., S.L.M., near Beaver City, Beaver County, Utah.

b. Water Rights:

- (1) Certificate of Appropriation of Water No. 182 issued to the Beaver River Power Company July 14, 1915 by the State Engineer of Utah for 10 second feet of the flow of the South Fork of Beaver River with priority of May 16, 1907 and recorded in Book Water Certificate, page 28 in the records of the County Recorder of Beaver County.
(2) Certificate of Appropriation of Water No. 38 B issued to L.L. Rynn July 27, 1910 by the State Engineer of Utah for 40 second feet of the flow of Beaver River with priority of April 21, 1908 and recorded in Book U of Deeds, page 46 in the records of the County Recorder