

For Recording

125 COUNTERPARTS OF WHICH THIS IS COUNTERPART NO. 512

748308

Utah Power & Light
1978 AUG 10 AM 8 24

956.00

RUN WEBB DEPT. SEN ORDER
Edith [Signature]

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(formerly GUARANTY TRUST COMPANY OF NEW YORK)

Platted Indexed
Photocopied Card File
Microfilmed Abstracted

AND

R. AMUNDSEN
(SUCCESSOR CO-TRUSTEE)

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

Thirty-second Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 9 1/4% Series due May 1, 2008

Dated as of May 1, 1978

THIRTY-SECOND SUPPLEMENTAL INDENTURE

INDENTURE, dated as of May 1, 1978, between **UTAH POWER & LIGHT COMPANY**, a corporation of the State of Utah (successor by merger to Utah Power & Light Company, a corporation of the State of Maine, hereinafter sometimes called the "Maine Company"), and a transmitting utility as defined in section 70A-9-105 of the Utah Code Annotated, whose post office address is P. O. Box 899, Salt Lake City, Utah 84110 (hereinafter sometimes called the "Company"), and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the "Corporate Trustee"), and **R. AMUNDSEN** (successor Co-Trustee), whose post office address is 12 Garden Boulevard, Hicksville, New York 11801 (hereinafter sometimes called the "Co-Trustee" and the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the "Mortgage"), which Mortgage was executed and delivered by the Maine Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which Mortgage is hereby made, this Indenture (hereinafter called the "Thirty-second Supplemental Indenture") being supplemental thereto;

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

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

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

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

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

; and.

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

WHEREAS, an instrument, dated as of May 9, 1955, was executed by the Maine Company appointing Karl R. Henrich as Co-Trustee in succession to Arthur E. Burke, resigned, under the Mortgage, and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Colorado, Idaho, New Mexico and Wyoming; and

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

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

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

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
3¼% Series due 1968	\$42,000,000	None
2¾% Series due 1976	32,000,000	None
3¼% Series due 1978	3,000,000	None
3 % Series due 1979	3,000,000	\$ 3,000,000
2¾% Series due October 1, 1979	3,000,000	3,000,000
2¾% Series due 1980	8,000,000	8,000,000
3¼% Series due 1981	9,000,000	9,000,000
3¼% Series due 1982	10,000,000	10,000,000

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
3¼% Series due 1984	15,000,000	15,000,000
3½% Series due 1985	15,000,000	15,000,000
5¼% Series due 1987	15,000,000	None
4¾% Series due 1990	16,000,000	16,000,000
4½% Series due 1992	22,000,000	22,000,000
4½% Series due 1993	15,000,000	15,000,000
4¾% Series due 1994	15,000,000	15,000,000
7 % Series due 1998	20,000,000	20,000,000
9¼% Series due 2000	30,000,000	30,000,000
6¼% Series due 1976	35,000,000	None
7½% Series due 2002	25,000,000	25,000,000
6¼% First Series due 2004	14,000,000	14,000,000
6¼% Second Series due 2004	11,000,000	11,000,000
6¼% Third Series due 2004	16,000,000	16,000,000
10¼% Series due 1983	40,000,000	40,000,000
10¼% Series due 2005	60,000,000	60,000,000
9 % Series due 2006	35,000,000	35,000,000
8¾% Series due April 1, 2006	32,000,000	32,000,000

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

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

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

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

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

<u>Designation</u>	<u>Dated as of</u>
Twenty-seventh Supplemental Indenture	September 1, 1976
Twenty-eighth Supplemental Indenture	November 1, 1976

; and

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

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Twenty-ninth Supplemental Indenture, dated as of March 1, 1977 (which supplemental indenture is hereinafter sometimes called the "Twenty-ninth Supplemental Indenture"); and

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

UTAH

<u>County</u>	<u>Recorded</u>				<u>Filed as Chattel</u>		
	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>
Beaver.....	4/18/77	128384	137	117-152	4/18/77	128384	Book 4 of Chattel Mtg. Index
Box Elder.....	4/18/77	55440H	291	390-423	4/18/77	55441H	Financing Statements
Cache.....	4/18/77	402093	208	829-862	4/18/77	402094	Book 11 of Chattel Mtg. Index

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Carbon.....	4/18/77	140389	167	820-853	4/18/77	140390	Book 12 of Chattel Mtg. Index
Davis.....	4/18/77	459312	645	29-62	4/18/77	459312	Book 1 of Uniform Comm. Code
Duchesne.....	4/ 6/77	193101	A-54	283-316	4/ 6/77	193102	Book 4 of Chattel Mtg. Index
Emery.....	4/12/77	262006	91	130-163	4/12/77	262007	Book 4 of Chattel Mtg. Index
Garfield.....	4/18/77	161187	234	343-376	4/18/77	161188	Book 6 of Chattel Mtg. Index
Grand.....	4/ 7/77	369663	260	409-442	4/ 7/77	369664	Book 1 of Chattel Mtg. Index
Iron.....	4/18/77	191745	227	160-193	4/18/77	191746	Book 5 of Chattel Mtg. Index
Juab.....	4/18/77	145776	255	196-230	4/18/77	145777	Chattel Mortgage Index
Kane.....	4/18/77	30,610	055	461-494	4/18/77	30,611	Book C of Chattel Mtg. Index
Millard.....	4/18/77	20432	120	744-777	4/18/77	20432	Book 5 of Chattel Mtg. Index
Morgan.....	4/ 6/77	43207	M-22	362-395	4/ 6/77	43208	Book M-22 of Chattel Mtg. Index
Piute.....	5/26/77	81981	17	267-300	5/26/77	81982	Book III of Chattel Mtg. Index
Rich.....	4/ 7/77	F. 17,695	U2	481-514	4/ 8/77	44	Book U of Chattel Mtg. Index
Salt Lake.....	5/ 3/77	2939412	4483	930	5/ 3/77	2939413	Book UCC of Chattel Mtg. Index
San Juan.....	4/18/77	1D-8091	576	856-889	4/18/77	1D-8092	Book 576 of Chattel Mtg. Index
Sanpete.....	4/19/77	235765	189	442-475	4/19/77	235766	
Sevier.....	4/19/77	188088	118	564-597	4/19/77	188089	Book C of Chattel Mtg. Index
Summit.....	4/18/77	137325	M92	509-542	4/18/77	137326	Book 1 of Chattel Mtg. Index
Tooele.....	4/18/77	317834	147	790-823	4/18/77	317835	Book H of Chattel Mtg. Index
Uintah.....	4/18/77	154628	223	427-460	4/18/77	154629	Index 5 of Chattel Mtg. Index
Utah.....	4/18/77	11386	--	--	4/18/77	11387	Chattel Mortgage Index
Wasatch.....	4/18/77	109807	111	304-338	4/18/77	109808	Chattel Mortgage Index
Weber.....	4/22/77	695729	1173	639-672	4/22/77	695730	Chattel Mortgage Index

Secretary of State of Utah

File No. 588494, Filed April 26, 1977, at 2:45 p.m.

COLORADO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Delta	4/12/77	363286	455	1481-1514
Gunnison	4/12/77	316286	501	01-34
La Plata	4/12/77	408434	Microfilmed #408434	
Montezuma	4/13/77	320705	477	446-479
Montrose	4/12/77	458104	639	938-971
Ouray	4/12/77	123049	168	225-241
San Miguel	4/12/77	200504	364	143-176

Secretary of State of Colorado

Filed April 13, 1977, in File No. 270346 at 9:00 a. m.

IDAHO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Bannock	4/11/77	573846	301	--
Bear Lake	4/11/77	111316	Microfilmed	
Bingham	4/11/77	223588	--	--
Bonneville	4/11/77	514937	--	--
Butte	4/11/77	M 5799	--	M 5799
Caribou	4/11/77	91142	Microfilmed	
Clark	4/11/77	110	Microfilmed #31840	
Franklin	4/11/77	112	Microfilmed	
Fremont	4/11/77	347636	Microfilmed	
Jefferson	4/11/77	185114	--	--
Lemhi	4/11/77	136097	File of Mortgages	
Madison	4/11/77	165924	--	--
Oneida	4/11/77	95984	--	95984
Power	4/11/77	110569	--	Drawer #5
Teton	4/12/77	78896	8	100

Secretary of State of Idaho

Filed April 12, 1977, in File No. A76919 at 10:31 a.m.

NEW MEXICO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>
Bernalillo	--	--	--	--	4/15/77	Vol. 37D	Financing Statement
San Juan	4/19/77	Rec. 22483	786	122	4/19/77	59966	Financing Statement

WYOMING

County	Date	Entry No.	Book	Page
Lincoln	4/11/77	491602	135PR	—
Uinta	4/8/77	303617	174-B	1-33

Secretary of State of Wyoming

Filed April 11, 1977, in File No. 141685 at 12:37 p.m.
; and

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Thirtieth Supplemental Indenture, dated as of September 1, 1977 (which supplemental indenture is hereinafter sometimes called the "Thirtieth Supplemental Indenture"); and

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

UTAH

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Beaver	11/ 4/77	129605	140	406-429	11/ 4/77	129605	Book 4 of Chattel Mtg. Index
Box Elder	11/ 2/77	58916H	297	415-438	11/ 2/77	58917H	Chattel Mortgage Index
Cache	11/ 2/77	407696	219	862-885	11/ 2/77	407697	Book 11 Chattel Mtg. Index
Carbon	11/11/77	142815	172	608-631	11/11/77	142816	Book 172 of Records
Davis	12/ 2/77	477134	675	866-889	11/ 2/77	477134	Uniform Commercial Code Ind.
Duchesne	11/ 7/77	195450	A-57	486-509	11/ 7/77	195451	Book 4 of Chattel Mtg. Index
Emery	10/ 7/77	272387	94	476-499	10/ 7/77	272388	Book 94—pages 500-523
Garfield	11/ 2/77	164322	238	877-900	11/ 2/77	164323	Book 238 of Mortgage Index
Grand	2/10/78	375551	274 275	582-600 1-5	2/10/78	375552	Book 275 Chattel Mtg. Index #1—pages 6-29

County	Recorded				Filed as Chattel		
	Date	Entry No.	Book	Page	Date	Entry No.	Book
Iron	11/ 3/77	196065	233	88-111	11/ 3/77	196065	Book 322 of Chattel Mtg. Index
Juab	11/ 3/77	151421	263	116-140	11/ 3/77	151422	Book 263—page 140
Kane	11/ 3/77	31819	057	296-319	11/ 3/77	31820	Book C of Chattel Mtg. Index
Millard	11/ 2/77	22833	124	243-266 267-290	11/ 2/77	22834	Book S of Chattel Mtg. Index
Morgan	10/ 7/77	43846	M-24	207-230	10/ 7/77	43847	Book M-24 of Chattel Mtg. Index
Piute	11/ 2/77	82401	17 of Mts.	453-500	11/ 2/77	82402	Book 17 of Mortgages
Rick	11/ 7/77	F18, 371	X2	364-387	11/ 7/77		Book X2—page 364
Salt Lake	11/ 2/77	3018071	4573	367-390	11/ 2/77	3018072	Book 4573—pages 392-415
San Juan	11/ 2/77	1E-59	583	886-909	11/ 2/77	1E-60	Chattel Mortgage Index
Sanpete	11/ 2/77	238023	192	897-920	11/ 2/77	238024	Book 192-Chattel Mtg. Index
Sevier	12/16/77	191151	125	158-181	12/16/77	191152	Book C of Chattel Mtg. Index
Summit	11/ 3/77	141870	M103	348-371	11/ 3/77	141871	Book 1—Chattel Mtg. Index
Tooele	2/16/78	322878	156	776-799	2/16/78	322879	Book H of Chattel Mtg. Index Book 156—pages 800-823
Utah	11/ 2/77	159921	229	771-795	11/ 2/77	159920	Book 229—Chattel Mtg. Index
Utah	1/10/78	1114	1612	554-577	1/10/78	1115	Book 1612—pages 530-553
Wasatch	11/ 2/77	111418	114	717-741	11/ 2/77	111419	Chattel Mortgage Index
Weber	2/17/78	728836	1226	67-90	2/17/78	1226	Mortgage Index—pages 91-114

Secretary of State of Utah

Filed October 4, 1977, as Entry No. 615517 at 11:38 a.m.

COLORADO

County	Date	Entry No.	Book	Page
Delta	10/14/77	366931	458	1693-1716
Gunnison	10/14/77	321146	507	738-761
La Plata	10/14/77	413843	Microfilmed #408434	
Montezuma	10/17/77	326027	484	165-188
Montrose	10/14/77	464959	647	645-668
Ourray	10/14/77	123888	168	258-269
San Miguel	10/14/77	204112	368	397-420

Secretary of State of Colorado

Filed October 17, 1977, in File No. 290954 at 11:45 a.m.

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IDAHO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Bannock	10/14/77	584096	309	
Bear Lake	10/14/77	113419	58 of Mortgages	
Bingham	10/14/77	230731	—	
Bonneville	10/14/77	527025	—	
Bone	10/14/77	M6257	—	M6257
Caribou	10/14/77	93525	Microfilmed	
Clark	10/17/77	32240	Microfilmed	
Franklin	10/14/77	144065	Microfilmed	
Fremont	10/14/77	350645	Microfilmed	
Jefferson	10/14/77	188517	—	
Lemhi	10/17/77	138265	File of Mortgages	
Madison	10/14/77	169356	169356	
Oncida	10/14/77	96659	Film Files	
Power	10/14/77	112147	—	Drawer #5
Teton	10/17/77	79888	Microfilmed	

Secretary of State of Idaho

Filed October 20, 1977 in File No. A84356 at 9:48 a.m.

NEW MEXICO

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>
Bernalillo					10/18/77	15908	Financing Statement
San Juan	10/18/77	Rec. 23076	798	350	10/18/77	62366	Financing Statement

WYOMING

<u>County</u>	<u>Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
Lincoln	10/12/77	499445	140PR	344-367
Uinta	10/12/77	309929	174-E	1-23

Secretary of State of Wyoming

Filed October 12, 1977, in File No. 145379 at 1:14 p.m.

; and

WHEREAS, in addition to the property described in the Mortgage, as so heretofore supplemented, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of

the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon and for other purposes, the Company executed and delivered to the Trustees a Thirty-first Supplemental Indenture, dated as of April 1, 1978 (which supplemental indenture is hereinafter sometimes called the "Thirty-first Supplemental Indenture"); and

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

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

<u>Series</u>	<u>Principal Amount Issued</u>	<u>Principal Amount Outstanding</u>
8½% Series due September 1, 2006	\$40,000,000	\$40,000,000
6½% Series due November 1, 2006	50,000,000	50,000,000
8½% Series due March 1, 2007	55,000,000	55,000,000
8¼% Series due September 1, 2007	50,000,000	50,000,000
5.90% Series due April 1, 2008.....	42,000,000	42,000,000

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

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

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

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

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

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ens sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their senior and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants,

bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York and R. Amundsen, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all the properties of the Company specifically described in Article IV hereof; also all other property, real, personal, and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves, and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the right,

title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

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

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

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Thirty-second Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be: the last day of the term of any lease or

leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

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

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Thirty-second Supplemental Indenture being supplemental to the Mortgage.

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

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

ARTICLE I

Thirty-second Series of Bonds

SECTION 1. (I) There shall be a series of bonds designated "9% Series due May 1, 2008" (herein sometimes referred to as the "Thirty-second Series"), each of which shall also bear the descriptive title "First Mortgage Bond", and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Article I specified. Bonds of the Thirty-second Series shall be dated as in Section 10 of the Mortgage provided; shall mature on May 1, 2008; shall be issued as fully registered bonds in denominations of One Thousand Dollars and in any multiple or multiples of One Thousand Dollars; shall bear interest at the rate of 9% per annum, payable semiannually on November 1 and May 1 of each year; the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) Bonds of the Thirty-second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 62 of the Mortgage, mailed at least 30 days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending April 30,

1979.....	109.13%	1989.....	105.98%	1999.....	102.84%
1980.....	108.82%	1990.....	105.67%	2000.....	102.52%
1981.....	108.50%	1991.....	105.35%	2001.....	102.21%
1982.....	108.19%	1992.....	105.04%	2002.....	101.89%
1983.....	107.87%	1993.....	104.72%	2003.....	101.58%
1984.....	107.56%	1994.....	104.41%	2004.....	101.26%
1985.....	107.24%	1995.....	104.10%	2005.....	100.95%
1986.....	106.93%	1996.....	103.78%	2006.....	100.63%
1987.....	106.61%	1997.....	103.47%	2007.....	100.32%
1988.....	106.30%	1998.....	103.15%	2008.....	100.00%

in each case together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-second Series shall be redeemed at the applicable general redemption prices prior to May 1, 1983, if such redemption is for the purpose or in anticipation of refunding such bonds through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (computed in accordance with generally accepted financial practice) of less than 9.1707% per annum. In the case of any redemption pursuant to this Section 1 (II) prior to May 1, 1983, the Company will deliver to the Corporate Trustee at the time of the deposit of any moneys for such redemption an Officers' Certificate stating that said redemption will comply with the limitations set forth in the proviso of the immediately preceding sentence.

(III) Bonds of the Thirty-second Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with or received by the Corporate Trustee pursuant to the provisions of Section 39 or Section 56 or Section 74 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture) at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending April 30,

1979	100.00%	1989	100.00%	1999	100.00%
1980	100.00%	1990	100.00%	2000	100.00%
1981	100.00%	1991	100.00%	2001	100.00%
1982	100.00%	1992	100.00%	2002	100.00%
1983	100.00%	1993	100.00%	2003	100.00%
1984	100.00%	1994	100.00%	2004	100.00%
1985	100.00%	1995	100.00%	2005	100.00%
1986	100.00%	1996	100.00%	2006	100.00%
1987	100.00%	1997	100.00%	2007	100.00%
1988	100.00%	1998	100.00%	2008	100.00%

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

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

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

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

Upon the delivery of this Thirty-second Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Thirty-second Series for the aggregate principal amount of \$50,000,000.

ARTICLE II

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant

SECTION 2. Section 4 of the Twenty-second Supplemental Indenture is hereby amended to insert the words "and so long as any bonds of the Thirty-second Series shall remain Outstanding, unless also waived in writing by the holders of 60% in principal amount of the bonds of the Thirty-second Series Outstanding at the time of such consent," after the words "unless waived in writing by the holders of 60% in principal amount of the bonds of the Thirtieth Series Outstanding at the time of such consent" each time such words appear in said Section 4.

ARTICLE III

Miscellaneous Provisions

SECTION 3. Subject to any amendments provided for in this Thirty-second Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirty-second Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 4. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

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

SECTION 5. Whenever in this Thirty-second Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or any of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. Nothing in this Thirty-second Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-second Supplemental

tal Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 7. This Thirty-second Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE IV
Specific Description of Property

PARAGRAPH ONE
Electric Generating Plants

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

(1) *Emery Steam Electric Plant*, (Item (1) of Paragraph One of Twenty-Fifth Supplemental Indenture).

Additional Land:

1. Lot 3, NE 1/4 of the SW 1/4 Section 18, T. 19S., R. 8E., S.L.M. also beginning at the Southeast corner of Lot 4, Section 18, T. 19S., R. 8 E., S.L.M., thence North 80 rods, thence West 80 rods, thence South 22.5 rods, thence Southeasterly 77 rods, more or less, thence East 33

rods to the point of beginning. Beginning at the Northeast corner of the SE 1/4 of the SW 1/4 of Section 18, T. 19 S., R. 8 E., S.L.M., thence South 478 feet, thence S. 51° 47' W. 432 feet, thence N. 38° 03' W. 25 feet, thence S. 51° 47' W. 966 feet, more or less, thence West 200 feet, more or less, thence North 80 rods, thence East 80 rods to the point of beginning, except land deeded to Utah State Road Commission.

Also the NW 1/4 of the SE 1/4 of Section 18, T. 19 S., R. 8 E., S.L.M., together with 150 shares of Ferron Canal & Reservoir Company Stock, being land acquired by deed dated May 21, 1976 and recorded June 8, 1976 in Book 86, Page 679 in the records of the County Recorder of Emery County, Utah.

2. The S 1/2 of the NE 1/4 and the SE 1/4 of the NW 1/4 of Section 23, T. 19 S., R. 7 E., S.L.M., being land acquired by deed dated June 24, 1976 and recorded August 19, 1976 in Book 87, Page 627 in the records of the County Recorder of Emery County, Utah.

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

PARAGRAPH TWO

Substations, Switchyards and Switchtracks

The Electric Substations, Switchyards, and Switchtracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over,

under, across or upon any public street or highway, or the public lands of the United States, or of any State, or other lands, public or private; including, but not limited to, the following described property within the State of Utah:

(1) *Morton Court 46 KV Switchrack* in Salt Lake County, Utah additional land described as follows: Commencing at the Northeast corner of Lot 6, Block 18, Plat A, Salt Lake City Survey, thence West 2.5 rods, thence South 10 rods, thence East 2.5 rods, thence North 10 rods to beginning, being land acquired by deed dated June 10, 1977 and recorded June 16, 1977 in Book 4504, Page 624 in the records of the County Recorder of said County.

Beginning at the northeast corner of Lot 5, Block 18, Plat "A", Salt Lake City Survey, thence South 10 rods, thence West 3 rods, thence North 2.5 rods, thence West one rod, thence North 7.5 rods, thence East 4 rods to the point of beginning, being land acquired by deed dated March 21, 1977 and recorded April 1, 1977, in Book 4469, Page 299 in the records of the County Recorder of said County.

(2) *Butlerville 46 KV Substation*, in Salt Lake County, Utah, additional land described as follows: Beginning 33 feet north and 582 feet east from the south quarter corner of Section 22, T. 2 S., R. 1 E., S.L.M., thence East 112.5 feet, thence North 266 feet, thence West 112.5 feet, thence South 266 feet to the point of beginning, being land acquired by deed dated January 28, 1976 and recorded January 28, 1976 in Book 4090, Page 449 in the records of the County Recorder of said County.

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

PARAGRAPH THREE

Transmission Lines

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchcracks, insulators and other appliances and 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 easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, the following property situated in the states of Utah and Idaho:

In the State of Utah

- (1) *Helper-Braztah Transmission Line*, a 46 KV, suspension type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Helper Substation in a northerly direction to the customers Substation.
- (2) *Terminal-Ninety South Transmission Line*, a 345 KV, suspension type insulator, double circuit, single steel pole type transmission line in Salt Lake County, Utah, extending from the Company's Terminal Substation in a southeasterly direction to the Company's Ninety South Substation.
- (3) *Pinto Substation Tap*, a 345 KV, suspension type insulator, single circuit, double wood pole type transmission line in San Juan County, Utah, extending from the Company's Camp Williams-Four Corners 345 KV transmission line, in a westerly direction to the Company's Pinto Substation.
- (4) *Ninety South-Oquirrh Transmission Line*, a 138 KV, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South Substation in a westerly direction to the Company's Oquirrh Substation.
- (5) *Morton Court-6th South Transmission Line*, a 46 KV, post type insulator, single circuit, single wood pole type transmission line in Salt Lake

County, Utah, extending from the Company's Morton Court Switchrack in a northwesterly direction to the Company's 6th South Substation.

(6) *Terminal Helper 138 KV Line-Spanish Fork Sub Tap*, a 138 KV suspension type insulator, single circuit, single steel pole type transmission line in Utah County, Utah, extending from the Company's Terminal—Helper 138 KV line in an easterly direction to the Company's Spanish Fork Substation.

In the State of Idaho

(7) *Treasureton-Franklin Transmission Line*, a 138 KV, suspension type insulator, single circuit, single wood pole "US" type and double wood pole "HS" type transmission line in Franklin County, Idaho, extending from the Company's Treasureton Substation in a southeasterly direction to the Company's Preston Substation.

(8) *Osgood-Ucon Transmission Line*, a 69 KV, suspension type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's Osgood Substation in an easterly direction to the Company's Ucon Substation.

Also, all extensions, branches and taps of said transmission lines, or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH FOUR

Distribution Lines and Systems

The Electric Distribution Lines and Systems of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appurtenances, appliances, devices and 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 easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, all of the Company's right, title and interest in and to:

The Electric Distribution Lines and Systems of the Company as constructed and equipped in or near the communities, villages, towns, cities and counties enumerated in Paragraph Seven of this Article. Also all Rural Electric Distribution Lines and Systems of the Company in any of the Counties of Utah, Idaho and Wyoming, enumerated in said Paragraph Seven.

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

PARAGRAPH FIVE

Telephone Lines and Communication Systems

The Telephone Lines and Communication Systems of the Company, including all poles, pole lines, wires, structures, insulators, hardware, ground wires, supports and other appliances and apparatus and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof,

through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State or other lands, public or private.

(1) *Riverside Microwave Station*, situated in Box Elder County, Utah, located on land described as follows:

Beginning 1,860 feet south and 1,020 feet west, more or less, from the north quarter corner of Section 15, T. 12 N., R. 3 W., S.L.M., thence South 100 feet, thence West 100 feet, thence North 100 feet, thence East 100 feet to the point of beginning, being land acquired by deed dated May 20, 1977 and recorded July 7, 1977 in Book 294, Page 160 in the records of the County Recorder of said County.

Also, all extensions, branches and taps of said telephone lines and communication systems or any of them; and all other telephone lines and communication systems of the Company and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH SIX

Federal Licenses and Rights of Way

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks, coal mines and other property forming a part thereof or appertaining thereto, including, but not limited to, all of the Company's right, title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

Coal Leases

(1) The assignments of the federal coal leases from Peabody Coal Company to Utah Power & Light Company for the Wilberg and Deer Creek Coal Mines are as follows:

1. Department of the Interior Grant, Serial No. SL-070645, U-02292, issued April 1, 1952, expires April 1, 1972.
2. Department of the Interior Grant, Serial No. U-040151, issued March 1, 1962, expires March 1, 1982.
3. Department of the Interior Grant, Serial No. U-044025, issued August 1, 1960, expires August 1, 1980.
4. Department of the Interior Grant, Serial No. U-083066, issued March 1, 1962, expires March 1, 1982.
5. Department of the Interior Grant, Serial No. U-084923, issued August 1, 1964, expires August 1, 1984.
6. Department of the Interior Grant, Serial No. U-084924, issued August 1, 1964, expires August 1, 1984.
7. Department of the Interior Grant, Serial No. SL-064607, SL-064621, issued March 1, 1952, expires March 1, 1972.
8. Department of the Interior Grant, Serial No. SL-064900, issued February 3, 1965, expires February 3, 1985.
9. Department of the Interior Grant, Serial No. SL-066116, issued June 1, 1955, expires June 1, 1975.
10. Department of the Interior Grant, Serial No. U-1358, issued August 1, 1967, expires August 1, 1987.

Transmission, Distribution and Telephone Lines

- (1) *Wheelon-American Falls 138 KV Line*, Department of the Interior Grant, Serial No. I-11990, issued July 8, 1977, expires July 7, 2007.
- (2) *Soda-Alexander 12.5 KV Line*, Department of the Interior Grant, Serial No. I-9034, issued April 18, 1977, expires April 17, 2007.
- (3) *Rigby-Roberts 69 KV Line*, Department of the Interior Grant, Serial No. I-9939, issued July 2, 1976, expires July 1, 2026.

- (4) *Tanner 7.2 KV Line*, Department of the Interior Grant, Serial No. U-34623, issued April 13, 1977, expires April 12, 2007.
- (5) *Naughton-Ben Lomond 345 KV Line*, Department of the Interior Grant, Serial No. W-39815, issued March 24, 1977, expires March 23, 2007.
- (6) *Naughton-Ben Lomond 345 KV Line*, Department of the Interior Grant, Serial No. U-22981, issued March 8, 1977, expires March 9, 2007.
- (7) *Helper-Thompson 46 KV Line & Sunnyside 46 KV Tap Line*, Department of the Interior Grant, Serial No. U-21972, issued April 6, 1977, expires April 6, 2007.
- (8) *Sewer Line and Absorption Field*, Department of the Interior Grant, Serial No. U-37641, issued August 31, 1977, expires August 30, 2007.
- (9) *Emery Plant-Emery 138 KV Line*, Department of the Interior Grant, Serial No. U-36072, issued August 30, 1977, expires August 29, 2007.
- (10) *Emery-Sigurd 345 KV Line*, Department of the Interior Grant, Serial No. U-36469, issued August 30, 1977, expires August 29, 2007.
- (11) *Lower Willberg Mine 69 KV Line*, Department of the Interior Grant, Serial No. U-38063, issued August 30, 1977, expires August 29, 2007.
- (12) *Conveyor Belt and Stockpile Storage Yard*, Department of the Interior Grant, Serial No. U-37642, issued August 31, 1977, expires August 30, 2007.
- (13) *Doctor Barns 12.5 KV Line*, Department of the Interior Grant, Serial No. U-32415, issued August 18, 1977, expires August 17, 2007.
- (14) *Huntington-Spanish Fork 345 KV Line*, Department of the Interior Grant, Serial No. U-31815, issued August 30, 1977, expires August 29, 2007.
- (15) *Camp Williams-Sigurd No. 2 345 KV Line*, Department of the Interior Grant, Serial No. U-36797, issued October 20, 1977, expires October 19, 2007.
- (16) *Camp Williams-Spanish Fork 345 KV Line*, Department of the Interior Grant, Serial No. U-37638, issued October 20, 1977, expires October 19, 2007.

(17) *State Road Rest Area 12.5 KV Line*, Department of the Interior Grant, Serial No. U-36133, issued December 5, 1977, expires December 4, 2007.

(18) *David Carberry 12.5 KV Line*, Department of the Interior Grant, Serial No. U-36651, issued December 5, 1977, expires December 4, 2007.

(19) *Watkins 12.5 KV Line*, Department of the Interior Grant, Serial No. U-37640, issued December 16, 1977, expires December 15, 2007.

(20) *Terminal-Magnesium 138 KV Line*, Department of the Interior Grant, Serial No. U-14158, issued December 29, 1977, expires December 28, 2007.

(21) *Terminal International 46 KV Line, Lake Point-Jensen Section*, Department of the Interior Grant, Serial No. U-19634, issued December 28, 1977, expires December 27, 2007.

(22) *M 4 Ranch 14.4/24.9 KV Line*, Department of the Interior Grant, Serial No. U-048144, issued April 19, 1961, expires April 18, 2011.

(23) *El Paso Gas Pumping Station 14.4 KV Line*, Department of the Interior Grant, Serial No. U-0107416, issued May 20, 1964, expires May 19, 2014.

(24) *Interstate 70 Interchange 14.4/24.9 KV Line*, Department of the Interior Grant, Serial No. U-0128685, issued July 9, 1964, expires July 8, 2014.

(25) *Reno-Amps 69 KV Line*, Department of the Interior Grant, Serial No. I-13926, issued March 9, 1978, expires March 8, 2008.

(26) *Gashen-Bonneville 161 KV Line*, Department of the Interior Grant, Serial No. I-12270, issued June 11, 1976, expires June 10, 2006.

(27) *Grace-Soda 138 KV Line*, Department of the Interior Grant, Serial No. I-4726, issued February 17, 1978, expires February 16, 2008.

Also, all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the

United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, or switchracks, coal mines, and other property forming a part thereof or appertaining thereto.

PARAGRAPH SEVEN

Franchises

The Franchises of the Company, including all franchises, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the States of Utah, Idaho and Wyoming.

Also, all other franchises, certificates, licenses, privileges, permits, grants, and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

PARAGRAPH NINE

Steam Heat Property

The Steam Heating Property of the Company, including all buildings, boilers, coal handling machinery and equipment, tunnels, steam mains, pipe lines, meters 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 easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof.

PARAGRAPH TEN

Miscellaneous Property

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

UNIMPROVED (UTAH)

(1) *Terminal-Ninety South Transmission Line Corridor*, several tracts of additional land in Salt Lake County, Utah, described as follows:

1. Lot 15, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated August 30, 1976 and recorded September 3, 1976 in Book 4324, Page 394 in the records of the County Recorder of said County.

2. Lot 18, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated September 16, 1976 and recorded December 3, 1976 in Book 4422, Page 111 in the records of the County Recorder of said County.

3. Lot 17, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated August 30, 1976 and recorded September 3, 1976 in Book 4324, Page 393 in the records of the County Recorder of said County.

4. Lot 19, Amended Plat Hillsdale No. 8, Plat "D" Subdivision, being land acquired by deed dated June 9, 1977 and recorded July 14, 1977, in Book 4517, Page 1005 in the records of the County Recorder of said County.

(2) *Ninety South-Camp Williams Transmission Line Corridor*, (relocated) several tracts of additional land in Salt Lake County, Utah, described as follows:

1. Beginning 183.7 feet north from the southwest corner of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 11, T. 4 S., R. 1 W., S.L.M., thence N.89°49'02"E. 106.12 feet, thence N.2°41'28"W. 1,130.85 feet, thence West 53.02 feet, thence South 1,129.94 feet to the point of beginning.

being land acquired by deed dated July 15, 1976 and recorded September 17, 1976 in Book 4339, Page 137 in the records of the County Recorder of said County.

2. Beginning 660.0 feet north and 1,783.2 feet west from the southeast corner of Section 13, T. 3 S., R. 1 W., S.L.M., thence West 1,073.32 feet, thence N.5°22'E. 215.57 feet, thence East 1,014.03 feet, thence S.10°20'E. 218.16 feet to the point of beginning, being land acquired by deed dated July 21, 1975 and recorded September 25, 1975 in Book 3979, Page 423 in the records of the County Recorder of said County.

3. Beginning 662.4 feet east from the center of Section 24, T. 3 S., R. 1 W. S.L.M., said point also being 1,993.8 feet west from the east quarter corner of said Section 24, thence East 194.5 feet, thence N.0°10'02"W. 1,331.16 feet, thence West 190.61 feet, thence South 1,331.50 feet to the point of beginning, being land acquired by deed dated March 31, 1976 and recorded April 1, 1976 in Book 4153, Page 111 in the records of the County Recorder of said County.

(3) *Ben Lomond-Terminal Transmission Line Corridor*, several tracts of additional land described as follows:

DAVIS COUNTY:

1. Beginning 1,211 feet south, more or less, from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence South 267.8 feet, thence N.36°41'W. 491 feet, more or less, thence North 267.8 feet, thence S.36°41'E. 491 feet, more or less, to the point of beginning.

Beginning 1,485.13 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence West 293.33 feet, thence North 399.95 feet, thence S.36°41'E. 491.02 feet, thence South 6.17 feet to the point of beginning, being land acquired by deed dated August 5, 1976 and recorded August 13, 1976 in Book 612, Page 697 in the records of the County Recorder of said County.

2. Beginning 2,289.4 feet south and 1,835.5 feet west from the northeast corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 436.81 feet, thence West 199.54 feet, thence N.36°41'W. 436.81 feet, thence East 199.54 feet to the point of beginning.

Beginning 2,289.3 feet south and 2,646.8 feet west from the northeast corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence South 350.25 feet, thence East 873.84 feet, thence N.36°41'W. 436.81 feet, thence West 611.73 feet to the point of beginning, being land acquired by deed dated June 22, 1977 and recorded July 20, 1977 in Book 659, Page 855 in the records of the County Recorder of said County.

3. Beginning 1,593 feet south and 73.45 feet east from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 430.63 feet, thence East 198.85 feet, thence N.36°41'W. 430.63 feet, thence West 198.85 feet to the point of beginning.

Beginning 1,593 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence East 73.45 feet, thence S.36°41'E. 430.63 feet, thence West 330.23 feet, thence North 346.5 feet to the point of beginning, being land acquired by deed dated June 18, 1976 and recorded July 9, 1976 in Book 608, Page 338 in the records of the County Recorder of said County.

4. Beginning 1939.5 feet south and 330.23 feet east from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 435.28 feet, thence East 198.85 feet, thence N.36°41'W. 435.28 feet, thence West 198.85 feet to the point of beginning.

Beginning 1939.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence East 330.23 feet, thence S.36°41'E. 435.28 feet, thence West 589.79 feet, thence North 350.25 feet to the point of beginning, being land acquired by deed dated August 18, 1976 and recorded September 8, 1976 in Book 615, Page 710 in the records of the County Recorder of said County.

5. Beginning 1493.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 123.18 feet, thence East 198.85 feet, thence N.36°41'W. 439.93 feet, thence West 9.97 feet, thence South 254.88 feet to the point of beginning.

Beginning 1493.5 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence S.36°41'E. 123.18 feet, thence West 73.45 feet, thence North 99.12 feet to the point of beginning, being land acquired by deed dated June 18, 1976 and

recorded July 9, 1976 in Book 608, Page 340 in the records of the County Recorder of said County.

6. Beginning 1211 feet south, more or less, from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence South 267.8 feet, thence N.36°41'W. 491 feet, more or less, thence North 267.8 feet, thence S.36°41'E. 491 feet, more or less, to the point of beginning.

Beginning 1485.13 feet south from the north quarter corner of Section 14, T. 4 N., R. 2 W., S.L.M., thence West 293.33 feet, thence North 399.95 feet, thence S.36°41'E. 491.02 feet, thence South 6.17 feet to the point of beginning, being land acquired by deed dated August 5, 1976 and recorded August 13, 1976 in Book 612, Page 697 in the records of the County Recorder of said County.

WEBER COUNTY:

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

8. Beginning 990 feet west from the north quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence South 637 feet, thence East 96.92 feet, thence N.0°08'E. 637 feet, thence West 98.40 feet to the point of beginning, being land acquired by deed dated March 16, 1977 and recorded March 21, 1977 in Book 1168, Page 300 in the records of the County Recorder of said County.

9. Beginning 1148.7 feet north and 888.9 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence S.89°53'30"W. 160 feet, thence N.0°08'E. 170.72 feet, thence East 160 feet, thence S.0°08'W. 170.42 feet to the point of beginning, being land acquired by deed dated November 24, 1976 and recorded November 30, 1976 in Book 1152, Page 612 in the records of the County Recorder of said County.

10. Beginning 671.2 feet north, and 890 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence

19 138-025

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S.89°39'42"W. 160.01 feet, thence N.0°08'E. 148.89 feet, thence N. 89°53'30"E. 160 feet, thence S.0°08'W. 148.25 feet to the point of beginning, being land acquired by deed dated September 22, 1976 and recorded September 22, 1976 in Book 1143, Page 178 in the records of the County Recorder of said County.

09-06-0034
11. Beginning 819.5 feet north and 889.7 feet west from the south quarter corner of Section 15, T. 5 N., R. 2 W., S.L.M., thence S.89°53'30"W. 160 feet, thence N.0°08'E. 329.26 feet, thence N.89°53'30"E. 160 feet, thence S.0°08'W. 329.26 feet to the point of beginning, being land acquired by deed dated September 2, 1976 and recorded September 3, 1976 in Book 1141, Page 195 in the records of the County Recorder of said County.

09-08-0002
12. Beginning 990 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence South 660 feet, thence West 70 feet, thence North 660 feet, thence East 70 feet to the point of beginning, being land acquired by deed dated October 4, 1976 and recorded October 13, 1976 in Book 1145, Page 862 in the records of the County Recorder of said County.

05-09-0013
13. Beginning 699 feet west from the northeast corner of the southwest quarter of Section 3, T. 5 N., R. 2 W., S.L.M., thence South 1320 feet, thence West 320 feet, thence North 1320 feet, thence East 320 feet to the point of beginning, being land acquired by deed dated March 26, 1976 and recorded April 6, 1976 in Book 1121, Page 567 in the records of the County Recorder of said County.

05-05-0034
14. Beginning 2141 feet north and 1036.77 feet west from the south quarter corner of Section 10, T. 5 N., R. 2 W., S.L.M., thence East 361.27 feet, thence North 150 feet, thence West 219.50 feet, thence S.43°23'W. 206.40 feet to the point of beginning, being land acquired by deed dated February 25, 1976 and recorded August 10, 1976 in Book 1137, Page 754 in the records of the County Recorder of said County.

09-08-0051
15. Beginning 1690.34 feet south and 745.52 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 215.91 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 215.91 feet to the point of

beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 490 in the records of the County Recorder of said County.

16. Beginning 2170.77 feet south and 736.64 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 110.0 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 110.0 feet to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 494 in the records of the County Recorder of said County.

09-038-0057

17. Beginning 1684.44 feet south and 745.51 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 5.9 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 5.9 feet to the point of beginning.

09-038-0053

Beginning 1906.25 feet south and 746.02 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.89°51'W. 310.0 feet, thence S.0°08'W. 264.52 feet, thence N.89°51'E. 310.0 feet, thence N.0°08'E. 264.52 feet to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded January 23, 1976 in Book 1112, Page 491 in the records of the County Recorder of said County.

09-038-0055

18. Beginning 880 feet north and 1002.37 feet west from the southeast corner of the northwest quarter of Section 15, T. 5 N., R. 2 W., S.L.M., thence South 847 feet, more or less, thence West 47 feet, more or less, thence N.0°08'E. 848 feet, more or less, thence East 45 feet, more or less, to the point of beginning, being land acquired by deed dated January 20, 1976 and recorded February 27, 1976 in Book 1116, Page 408 in the records of the County Recorder of said County.

09-071-0061

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

19-022-0044

Beginning 1648 feet east, more or less, from the northwest corner of Section 27, T. 7 N., R. 2 W., S.L.M., thence S.12°57'E. 1371.84 feet.

19-022-0025

thence West 164.18 feet, thence N.12°57'W. 1272.39 feet, thence Northeasterly 101.4 feet, thence S.88°43'E. 123.67 feet to the point of beginning, being land acquired by deed dated May 25, 1976 and recorded August 9, 1976 in Book 1137, Page 650 in the records of the County Recorder of said County.

Beginning 2278 feet south and 746.9 feet west from the north quarter corner of Section 22, T. 5 N., R. 2 W., S.L.M., thence S.0°08'W. 363 feet, thence West 310 feet, thence N.0°08'E. 363 feet, thence East 310 feet to the point of beginning, being land acquired by deed dated January 18, 1978 and recorded January 24, 1978 in Book 1221, Page 825 in the records of the County Recorder of said County.

Beginning 701.3 feet north and 456.9 feet west from the south quarter corner of Section 27, T. 7 N., R. 2 W., S.L.M., thence North 756.20 feet, thence West 161.87 feet, thence South 90.75 feet, thence West 12.30 feet, thence S.0°31'E. 665.47 feet, thence East 162.16 feet to the point of beginning, being land acquired by deed dated January 19, 1978 and recorded January 24, 1978 in Book 1221, Page 823 in the records of the County Recorder of said County.

20. Beginning 381.4 feet west from the southeast corner of the northwest quarter of Section 22, T. 6 N. R. 2 W., S.L.M., thence North 805 feet, thence West 62.51 feet, thence South 804.99 feet, thence East 56 feet to the point of beginning.

Beginning 437.4 feet west from the southeast corner of the northwest quarter of Section 22, T. 6 N., R. 2 W., S.L.M., thence North 804.99 feet, thence West 310.01 feet, thence South 804.82 feet, thence East 310.01 feet to the point of beginning, being land acquired by deed dated September 13, 1976 and recorded October 8, 1976 in Book 1145, Pages 439 and 440 in the records of the County Recorder of said County.

(4) *Huntington-Sigurd Transmission Line Corridor*, two tracts of additional land in Sevier County, Utah, described as follows:

1. Beginning 2,666.7 feet south and 147.1 feet west from the north quarter corner of Section 13, T. 22 S., R. 2 W., S.L.M., thence West 377.55 feet, thence S. 23°58'W. 1,444.55 feet, thence East 377.55 feet,

59-088-0064

17-021-0034

15-060-0081

15-060-0082

thence N.23°58'E. 1,444.55 feet to the point of beginning, being land acquired by deed dated February 24, 1976 and recorded July 30, 1976 in Book 112, Page 195 in the records of the County Recorder of said County.

2. Beginning 995.5 feet east from the southwest corner of Section 13, T. 22 S., R. 2 W., S.L.M., thence N.23°58'E. 650.05 feet, thence East 60.44 feet, thence North 66 feet, thence East 346.45 feet, thence S.23°58'W. 722.27 feet, thence West 377.55 feet to the point of beginning, being land acquired by correction deed dated March 30, 1976 and recorded March 30, 1976 in Book 109, Page 186 in the records of the County Recorder of said County.

(5) *Huntington-Sigurd Transmission Line, Emery Plant Corridor*, a tract of additional land in Emery County, Utah, described as follows:

1. Beginning 1,355 feet north and 1,333 feet east, more or less, from the south quarter corner of Section 10, T. 19 S., R. 8 E., S.L.M., thence East 753 feet, thence South 500 feet, thence West 753 feet, thence North 500 feet to the point of beginning, being land acquired by deed dated August 31, 1976 and recorded September 29, 1976 in Book 88, Page 343 in the records of the County Recorder of said County.

(6) *Camp Williams-Spanish Fork Transmission Line Corridor*, two tracts of additional land in Utah County, Utah, described as follows:

1. Beginning 406.04 feet south and 81.70 feet east from the west quarter corner of Section 12, T. 7 S., R. 2 E., S.L.M., thence S.42°29'E. 605.30 feet, thence S.88°37'W. 59.69 feet, thence N.42°43'W. 515.75 feet, thence N.0°37'E. 68.91 feet to the point of beginning, being land acquired by deed dated September 17, 1976 and recorded September 17, 1976 in Book 1500, Page 221 in the records of the County Recorder of said County.

2. Lot 21, Plat "A", Veda Village Subdivision, being land acquired by deed dated March 9, 1977 and recorded March 18, 1977 in Book 1538, Page 680 in the records of the County Recorder of said County.

(7) *Terminal-Gadsby Transmission Line Corridor*, a tract of additional land in Salt Lake County, Utah described as follows:

1. Beginning 660 feet south and 1,584 feet west from the northeast corner of Section 9, T. 1 S., R. 1 W., S.L.M., thence North 33.80 feet, thence S.73°50'E. (S.74°10'E. Railroad Bearing) 121.39 feet, thence West 116.59 feet to the point of beginning, being land acquired by deed dated July 20, 1977 and recorded August 25, 1977 in Book 4538, Page 1067 in the records of the County Recorder of said County.

**SUB PARAGRAPH TEN
COAL MINING PROPERTY**

The Coal Mining Property of the Company, including the buildings, coal mining machinery and equipment, generators, substation 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, excluding, however, all coal or other fuel in, on or under the surface of said lands or stored on said lands, commencing and continuing from and after the moment said coal or other fuel is severed from said lands and becomes consumable in the operation of any properties of the Company or others, together with all of the Company's licenses, rights of way, permits, privileges, consents and rights for or relating to the maintenance and operation thereof.

IN WITNESS WHEREOF, Utah Power & Light Company has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. Amundsen has hereunto set his hand and affixed his seal, all as of the day and year first above written.

UTAH POWER & LIGHT COMPANY

By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

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

[Signature] Boaur
[Signature] Amundsen

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
AS CORPORATE TRUSTEE

By [Signature]
Trust Officer

Attest:

[Signature]
Assistant Secretary

[Signature]
As Co-Trustee

Executed, sealed and delivered by Morgan Guaranty Trust Company of New York and R. Amundsen in the presence of:

[Signature] B. P. Cold
[Signature] H. G. [unclear]

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

On this 24th day of May, 1978, before me, MARY S. HARRIS, a Notary Public in and for the State of Utah, County of Salt Lake, personally appeared C. L. HOSKINS, to me personally well known and known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a Vice President of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said C. L. HOSKINS resides in Davis County, Utah; that he is a Vice President of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and he acknowledged that he signed said instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and he further acknowledged to me that the said corporation executed the same.

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

Mary S. Harris
MARY S. HARRIS
My Commission Expires April 16, 1981
Residing in Salt Lake City, Utah



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

On this 19th day of May, 1978, before me MAUREEN McSHANE, a Notary Public in and for the State of New York, County of New York, personally appeared D. G. HOPE and JOHN W. COLE, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said D. G. HOPE resides at Hastings-on-Hudson, New York 10706 and the said JOHN W. COLE resides at Staten Island, New York 10312; that they are a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

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

Maureen McShane

MAUREEN McSHANE
NOTARY PUBLIC, State of New York
No. 24-4649500
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 30, 1979

