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PACIFICORP, an Oregon corporation

to

THE CHASE MANHATTAN BANK (National Association)
(successor to Guaranty Trust Company
of New York)

and

C.J. HEINZELMANN
(successor to Arthur E. Burke, et al.)

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

—————
FORTY-SIXTH SUPPLEMENTAL INDENTURE
Dated as of March 31, 1989

Supplemental to Utah Power & Light Company's
Mortgage and Deed of Trust
Dated as of December 1, 1943

—————
This Instrument Grants a Security Interest by a
Transmitting Utility

This Instrument Contains After-Acquired Property Provisions

1550 1294

—————
RETURN TO:
Property Management Dept.
Pacific Power & Light Co.
920 S.W. Sixth Avenue
Portland, OR 97204

7, 8, 9, 15, 19, 22

FORTY-SIXTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 31st day of March, 1989 (hereinafter referred to as the "Forty-sixth Supplemental Indenture") is made as a supplement to that certain Mortgage and Deed of Trust, dated as of December 1, 1943, as heretofore amended and supplemented (hereinafter referred to as the "Mortgage"), executed and delivered by Utah Power & Light Company, a Maine corporation that subsequently merged into Utah Power & Light Company, a Utah corporation (hereinafter referred to respectively as the "Maine Company" and the "Utah Company"; and hereinafter referred to collectively as the "Original Mortgagor").

This Forty-sixth Supplemental Indenture is entered into by and between (a) PACIFICORP, a corporation of the State of Oregon into which the Original Mortgagor heretofore was merged, whose address is 851 SW Sixth Avenue, Portland, Oregon 97204 (hereinafter referred to as the "Company"); (b) THE CHASE MANHATTAN BANK (National Association), a national banking association duly organized and existing under the laws of the United States of America, whose principal corporate trust office address is 1 New York Plaza, New York, New York 10081, attn: Corporate Trust Administration Division (hereinafter referred to as the "Corporate Trustee"), as successor Trustee under the Mortgage; and (c) C.J. HEINZELMANN whose address is c/o The Chase Manhattan Bank, 1 New York Plaza, New York, New York 10081 (hereinafter referred to as the "Co-Trustee"), as successor Co-Trustee under the Mortgage (the Corporate Trustee and the Co-Trustee being hereinafter sometimes collectively referred to as the "Trustees").

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WHEREAS, the Mortgage (including all indentures supplemental thereto) was recorded in the official records of the states of Colorado, Idaho, New Mexico, Utah and Wyoming and various counties within said states in which this Forty-sixth Supplemental Indenture is to be recorded, and was filed as a financing statement in accordance with the Uniform Commercial Codes of each of said states; and

WHEREAS, the Maine Company executed, delivered, recorded and filed the First Supplemental Indenture through Twenty-fifth Supplemental Indenture to the Mortgage, inclusively, and the Utah Company executed, delivered, recorded and filed subsequent Supplemental Indentures as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	January 1, 1945	Twenty-third	November 1, 1975
Second	May 1, 1946	Twenty-fourth	February 1, 1976
Third	April 1, 1948	Twenty-fifth	April 1, 1976
Fourth	May 1, 1949	Twenty-sixth	August 31, 1976
Fifth	October 1, 1949	Twenty-seventh	September 1, 1976
Sixth	October 1, 1950	Twenty-eighth	November 1, 1976
Seventh	October 1, 1951	Twenty-ninth	March 1, 1977
Eighth	October 1, 1952	Thirtieth	September 1, 1977
Ninth	May 1, 1954	Thirty-first	April 1, 1978
Tenth	September 1, 1955	Thirty-second	May 1, 1978
Eleventh	October 1, 1957	Thirty-third	April 1, 1979
Twelfth	September 1, 1960	Thirty-fourth	September 1, 1979
Thirteenth	June 1, 1962	Thirty-fifth	March 1, 1980
Fourteenth	April 1, 1963	Thirty-sixth	April 1, 1981
Fifteenth	August 1, 1964	Thirty-seventh	December 1, 1981
Sixteenth	March 1, 1968	Thirty-eighth	July 1, 1982
Seventeenth	December 1, 1969	Thirty-ninth	December 1, 1982
Eighteenth	April 1, 1970	Fortieth	September 1, 1984
Nineteenth	March 1, 1971	Forty-first	October 1, 1986
Twentieth	May 1, 1972	Forty-second	December 1, 1986
Twenty-first	February 1, 1974	Forty-third	May 1, 1987
Twenty-second	October 1, 1974	Forty-fourth	June 1, 1987

and

WHEREAS, the Maine Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds entitled and designated First Mortgage Bonds, of the First Series through the Twenty-ninth Series, inclusive, and the Utah Company has heretofore issued the subsequent Series, all in the principal amounts as follows:

50-1550 REG-1286

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First--3 3/4%	1968	\$42,000,000	\$ 0
2. Second--2 3/4%	1976	32,000,000	0
3. Third--3 1/8%	1978	3,000,000	0
4. Fourth--3%	1979	3,000,000	0
5. Fifth--2 7/8%	10/1/1979	3,000,000	0
6. Sixth--2 7/8%	1980	8,000,000	0
7. Seventh--3 5/8%	1981	9,000,000	0
8. Eighth--3 1/2%	1982	10,000,000	0
9. Ninth--3 1/4%	1984	15,000,000	0
10. Tenth--3 5/8%	1985	15,000,000	0
11. Eleventh--5 1/4%	1987	15,000,000	0
12. Twelfth--4 7/8%	1990	16,000,000	16,000,000

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13.	Thirteenth--4 1/2%	1992	22,000,000	22,000,000
14.	Fourteenth--4 1/2%	1993	15,000,000	15,000,000
15.	Fifteenth--4 5/8%	1994	15,000,000	15,000,000
16.	Sixteenth--7%	1998	20,000,000	20,000,000
17.	Seventeenth--9 1/4%	2000	30,000,000	30,000,000
18.	Eighteenth--6 1/4%	1976	35,000,000	0
19.	Nineteenth--7 1/2%	2002	25,000,000	25,000,000
20.	Twentieth--6 1/8% First Series	2004	14,000,000	14,000,000
21.	Twenty-first--6 1/8% Second Series	2004	11,000,000	11,000,000
22.	Twenty-second--6 1/8% Third Series	2004	16,000,000	16,000,000
23.	Twenty-third--10 1/4%	1983	40,000,000	0
24.	Twenty-fourth--10 1/4%	2005	60,000,000	60,000,000
25.	Twenty-fifth--9%	2006	35,000,000	35,000,000
26.	Twenty-sixth--8 3/4%	4/1/2006	32,000,000	32,000,000
27.	Twenty-seventh--8 3/8%	9/1/2006	40,000,000	40,000,000
28.	Twenty-eighth--6 3/8%	11/1/2006	50,000,000	50,000,000
29.	Twenty-ninth--8 1/2%	3/1/2007	55,000,000	55,000,000
30.	Thirtieth--8 1/4%	9/1/2007	50,000,000	50,000,000
31.	Thirty-first--5.90%	4/1/2008	42,000,000	42,000,000
32.	Thirty-second--9 1/8%	5/1/2008	50,000,000	50,000,000
33.	Thirty-third--10 1/8%	4/1/2009	35,000,000	35,000,000
34.	Thirty-fourth--10 1/4%	9/1/2009	65,000,000	65,000,000
35.	Thirty-fifth--14 3/4%	3/1/2010	60,000,000	0
36.	Thirty-sixth--11 1/8% First Series	4/1/2011	45,000,000	45,000,000
37.	Thirty-seventh--11 1/8% Second Series	4/1/2011	45,000,000	45,000,000
38.	Thirty-eighth--16 3/8%	12/1/2011	90,000,000	0
39.	Thirty-ninth--13 1/2%	7/1/2012	46,500,000	0
40.	Fortieth--13%	12/1/2012	90,000,000	8,789,000
41.	Forty-first--10.70%	9/1/2014	16,750,000	16,750,000
42.	Forty-second--9 3/8%	10/1/2016	170,000,000	170,000,000
43.	Forty-third--8 3/4%	12/1/2016	92,000,000	92,000,000
44.	Forty-fourth--9 7/8%	5/1/2017	95,000,000	95,000,000
45.	Forty-fifth--8 1/4% First Series	6/1/2017	46,500,000	46,500,000
46.	Forty-sixth--8 5/8% Second Series	6/1/2017	16,400,000	16,400,000
47.	Forty-seventh--8 5/8% Third Series	6/1/2017	8,300,000	8,300,000

and

WHEREAS, the Utah Company entered into a Reorganization Agreement and Plan of Merger dated August 12, 1987, as amended, pursuant to which, among other things, the Utah Company was merged into the Company as of January 9, 1989, upon such terms as fully to preserve and in no respect to impair the Lien or security of the Mortgage or any of the

rights or powers of the Trustees or the bondholders thereunder; and

WHEREAS, pursuant to Article XVII of the Mortgage, the Company executed, delivered, recorded and filed its Forty-fifth Supplemental Indenture dated as of January 9, 1989, whereby the Company assumed and agreed to pay, duly and punctually, the principal of and interest on the bonds issued under the Mortgage, in accordance with the provisions of said bonds and coupons and the Mortgage, and agreed to perform and fulfill all the covenants and conditions of the Mortgage to be kept or performed by the Original Mortgagor, and whereby The Chase Manhattan Bank (National Association) was appointed Corporate Trustee in succession to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), resigned, under the Mortgage, and C.J. Heinzelmann was appointed Co-Trustee in succession to W.A. Spooner, resigned, under the Mortgage; and

WHEREAS, in addition to the property described in the Mortgage, 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 and provide that a breach thereof shall be equivalent to a default under the Mortgage, 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 the First Series, by an instrument in writing

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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 the Trustees are further authorized by said Section 130 to join with the Company in the execution of any such instrument or instruments, and such instrument, executed and acknowledged as aforesaid, shall be delivered to the Trustees and thereupon any modification of the provisions of the Mortgage therein set forth, authorized by said Section 130, shall be binding upon the parties to the Mortgage, their successors and assigns, and the holders of the bonds and coupons thereby secured; provided, however, anything therein contained to the contrary notwithstanding, said Section 130 shall not be construed to permit any act, waiver, surrender or restriction adversely affecting any bonds then outstanding under the Mortgage; and

WHEREAS, in Section 42 of the Mortgage, the Original Mortgagor 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, made or constructed and intended to be subject to the Lien thereof; and

WHEREAS, the Company now desires to create a new series of bonds and (pursuant to Section 130 of the Mortgage) to add to its covenants and agreements contained in the Mortgage 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; and

WHEREAS, the execution and delivery by the Company of this Forty-sixth Supplemental Indenture has been duly authorized by the Board of Directors by appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

The Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees under the Mortgage and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the Lien of the Mortgage on certain

BOND 1580 REG 1299

after-acquired property, 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 the aforesaid Trustees as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed acquired by the Company after the date of the Forty-fifth Supplemental Indenture, subject to the provisions of Section 97 of the Mortgage and Section 2.02 of the Forty-fifth Supplemental Indenture thereto, of the kind or nature specifically mentioned in Paragraphs One through Twelve, inclusive, of the Mortgage, or of any other kind or nature (except any herein or in the Mortgage expressly excepted), now owned, or, subject to the provisions of Section 97 of the Mortgage and Section 2.02 of the Forty-fifth Supplemental Indenture thereto, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Article III hereof, and 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 steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, airconditioning 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 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 expressly excepted) all the right, title and interest of the Company in and to all

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other property of like kind and character as herein described or of any other kind or character appertaining to and/or used and/or occupied and/or enjoyed in connection with any property herein or in the Mortgage described;

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property subject to the Lien of the Mortgage whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XII thereof;

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 the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or (subject to the provisions of Section 97 of the Mortgage and Section 2.02 of the Forty-fifth Supplemental Indenture thereto) 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 and Section 2.02 of the Forty-fifth Supplemental Indenture thereto, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the Lien of the Mortgage as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby;

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 expressly excepted from the Lien and operation of the Mortgage, viz.: (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 or other disposition in the usual course of business and fuel, oil and similar materials and supplies

consumable in the operation of any of the 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 be or 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 as 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, this Forty-sixth 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 shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees under the Mortgage and the beneficiaries of the trust with respect to said property, and to the Trustees under the Mortgage and their successors in the trust, in the same manner and with the same effect as if the 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 said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

REC-1550 FILE-1302

ARTICLE I

Forty-eighth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "First Mortgage Bond Medium-Term Notes, Series A" (herein sometimes referred to as the "Forty-eighth 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 Section specified. Bonds of the Forty-eighth Series shall mature on the maturity date or dates, and in principal amounts corresponding to the principal amounts, of first mortgage and collateral trust bonds designated "Secured Medium-Term Notes, Series A," issued under the Company's Mortgage and Deed of Trust, dated as of January 9, 1989, to Morgan Guaranty Trust Company of New York, as trustee, on the basis of such bonds of the Forty-eighth Series. Bonds of the Forty-eighth Series shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear no interest; and the principal of each such bond shall 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. Bonds of the Forty-eighth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Forty-eighth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented (including, among other things, the provisions of Sections 39, 56 or 74 of the Mortgage or with the Proceeds of Released Property), in whole at any time, or in part from time to time, prior to maturity at a redemption price equal to 100.0% of the principal amount thereof.

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

Bonds of the Forty-eighth Series shall be transferable (subject to the provisions of Section 12 of the

BOND 1560 PAGE 1303

Mortgage and to the limitations set forth in this Forty-sixth Supplemental Indenture), upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Forty-eighth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Forty-eighth Series.

The Trustees may conclusively presume that the obligation of the Company to pay the principal of the bonds of the Forty-eighth Series as the same shall become due and payable shall have been fully satisfied and discharged unless and until it shall have received a written notice from the trustee under the Company's Mortgage and Deed of Trust, dated as of January 9, 1989, to Morgan Guaranty Trust Company of New York, as trustee, signed by the President, a Vice President, an Assistant Vice President or a Trust Officer of such trustee, stating that interest or principal due and payable on any bonds issued under said Mortgage and Deed of Trust has not been fully paid and specifying the amount of funds required to make such payment.

Bonds of the Forty-eighth Series shall be initially issued in the name of Morgan Guaranty Trust Company of New York, as trustee under the Company's Mortgage and Deed of Trust, dated as of January 9, 1989, and shall not be transferable, except to any successor trustee under said Mortgage and Deed of Trust.

After the execution and delivery of this Forty-sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be issued from time to time bonds of the Forty-eighth Series for the aggregate principal amount of up to One Hundred Twenty-five Million Dollars (\$125,000,000).

ARTICLE II

Miscellaneous Provisions

SECTION 2.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Forty-eighth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 2.02. The terms defined in the Mortgage shall, for all purposes of this Forty-sixth Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 2.03. The Trustees hereby accept the trusts declared, provided, created or supplemented in the Mortgage and herein, and agree to perform the same upon the terms and conditions set forth herein and in the Mortgage, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-sixth 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 shall apply to and form part of this Forty-sixth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Forty-sixth Supplemental Indenture.

SECTION 2.04. Whenever in this Forty-sixth 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, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Forty-sixth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees under the Mortgage, 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 2.05. Nothing in this Forty-sixth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Forty-sixth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Forty-sixth 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 2.06. This Forty-sixth Supplemental Indenture shall be executed in several counterparts, each of

which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE III

Specific Description of Property

PARAGRAPH TWO

Substations, Switchyards and Switchracks

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

BOX ELDER COUNTY Ben Lomond Substation U1B00003

Beginning at a point N.0°15'16" E. 1413 feet from the southeast corner of Section 15, T.7 N., R.2.W., S.L.M., and running thence N.0°27' E. 569.68 feet, thence N.89°33' W. 5064.22 feet, thence N.1°21' W. 616.91 feet, thence S.88°53' E. 2443.5 feet, thence N.0°39' W. 850.38 feet, thence S. 62°27' E. 328.84 feet, thence N.27°33' E. 20 feet, thence S. 62°27' E. 550 feet, thence N.27°33' E. 5 feet, thence S. 62°27' E. 2100 feet, thence N.27°33' E. 25 feet, thence S. 62°27' E. 500 feet, thence N.27°33' E. 15 feet, thence S. 62°27' E. 738.72 feet, thence southeasterly 214.07 feet along the arc of a 405.00 foot radius curve to the right, thence N.89°39' W. 1284.29 feet to point of beginning, being land acquired by deed dated June 4, 1979 from Porter, Robert Lyle & Gwen M. and recorded as instrument no. 72292H in book 322, page 61 in the records of the county recorder of said county.

JUAB COUNTY Ockey Substation UJ00012

Beginning at a point N.28°19'15" W. 1974.74 feet from the southeast corner of Section 5, T.13 S., R.2 E., S.L.M., and running thence N.61°22'44" W. 150 feet, thence N.28°37'16" E. 150 feet, thence S. 61°22'44" E. 150 feet, thence S.28°37'16" W. 150 feet to point of beginning, being land acquired by deed

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dated May 10, 1982 from Ockey, James H., Jr., & Carolyn C. and recorded as instrument no. 172120 in book 301, page 569 in the records of the county recorder of said county.

RICH COUNTY

Birch Creek Substation

UR00002

Beginning at a point S.0°04'30" E. 1756.96 feet from the northwest corner of Section 12, T.9 N., R.7 E., S.L.M., and running thence N.59°47'45" E. 600 feet, thence S.30°12'15" E. 600 feet, thence S.59°47'45" W. 939.87 feet, thence N.0°40'30" W. 689.57 feet to point of beginning, being land acquired by deed dated March 15, 1985 from Hopkin, Vera T.; Hopkin, John T. and recorded as instrument no. 31736 in book W4, page 456 in the records of the county recorder of said county.

SALT LAKE COUNTY

Camp Williams Substation

US00058

Beginning at the southeast corner of Section 16, T.4 S., R.1 W., S.L.M., and running thence North 2640 feet, thence West 1325 feet, thence South 430 feet to the East boundary line of the Provo Reservoir Canal, thence southeasterly 2410 feet along east boundary line of canal to south boundary line of land described in Transfer Realty Company deed recorded in Book 2791, page 17, records of Salt Lake County, thence East 400 feet to point of beginning, being land acquired by deed dated September 18, 1969 from Transfer Realty Co. and recorded as instrument no. 2303693 in book 2791, page 17-18 in the records of the county recorder of said county.

SALT LAKE COUNTY

Nest Kearns Substation

US00244

Beginning at a point 25 feet north, and 171.3 feet west from the southeast corner of Section 15, T.2 S., R.2 W., S.L.M., and running thence N.0°14' E. 200 feet, thence West 200 feet, thence South 200 feet to the South boundary line of land described in deed from Wood, et al. recorded in Book 4962, page 922, Salt Lake County records, thence East 200 feet to point of beginning, being land acquired by deed dated September 19, 1979 from Wood, Everett D. & Roene M.; Wood, Stern R. & Delphia T.; Wood, Shirley R. & Donna J.; Jaynes, Thelma W., a single woman and recorded as instrument no. 3349357 in book 4962, page 922 in the records of the county recorder of said county.

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SALT LAKE COUNTY

McClelland Substation

US00428

Beginning at a point 100.8 feet south from the northwest corner of Lot 4, B 4, Plat F, Salt Lake City Survey of Section 8, T.1 S., R.1 E., S.L.M., and running thence East 84.32 feet, thence S.15°39'36" E. 38.42 feet, thence West 94.68 feet, thence North 37 feet to point of beginning, being land acquired by deed dated April 9, 1979 from O'Connor, Cornelius T. & Geraldine M. Hecht, aka Geraldine H. and

recorded as instrument no. 3274359 in book 4856, page 998 in the records of the county recorder of said county.

SALT LAKE COUNTY

McClelland Substation

US00429

Beginning at a point 75 feet north from the southeast corner block 8, Fremont Height Subdivision of Section 8, T.1 S., R.1 E., S.L.M., and running thence West 100 feet, thence N.0°01' E. 36 feet, thence East 100 feet, thence South 36 feet to point of beginning, being land acquired by deed dated August 16, 1979 from Katwyk, Henry & Louise T., aka Katwyk, Louise Tschaggeny and recorded as instrument no. 3336198 in book 4943, page 262 in the records of the county recorder of said county.

SALT LAKE COUNTY

McClelland Substation

US00430

The West 7 feet of Lot 6, all of Lot 7, and the East 2 feet of Lot 8, Block 8, Fremont Heights; together with 1/2 (one-half) of vacated alley abutting on the South, located in Section 8, Township 1 South, Range 1 East, S.L.M., being land acquired by deed dated January 8, 1981 from Allen, W. Marvin & Erna and recorded as instrument no. 3522098 in book 5199, page 839 in the records of the county recorder of said county.

SALT LAKE COUNTY

Southeast Substation

US00448

L 124 and the south 6 inches of L 125, both in B 6 of Highland Park Plat B, A Subdivision Sec. 20 T. 1 S R. 1 E SIM, being land acquired by deed dated September 6, 1979 from Bowman, Glen F. and Buffington, Kimberly A., and recorded as instrument no. 3357772 in book 4975, page 618 in the records of the county recorder of said county.

SALT LAKE COUNTY

Southeast Substation

US00450

L, 123 B 6 Highland Park Plat B Sec. 20 T. 1 S R. 1 E SIM being land acquired by deed dated November 18, 1983 from Cannon, Gary G. and Lisa, aka Lisa M. and recorded as instrument no. 3871576 in book 5508, page 1916 in the records of the county recorder of said county.

SALT LAKE COUNTY

Redwood Substation

US01001

Beginning at a point 1240.17 feet south, and 1980.48 feet west from the north one quarter corner of Section 15, T.1 S., R.1 W, S.L.M., and running thence N.89°53' E. 100 feet, thence S.0°03' E. 20 feet, thence S.89°53' W. 100 feet, thence N. 0°03'08" W. 20 feet to point of beginning, being land acquired by deed dated May 9, 1975 from Ramon, Rodney J. & Sandra Ann and recorded as instrument no. 3610250 in book 5298, page 149 in the records of the county recorder of said county.

Beginning at a point 16 feet south, and 2075.42 feet west from the northeast corner of Section 29, T.15 S., R.4 E., S.L.M., and running thence S.21°56'30" W. 67 feet to Oak Creek, thence Southeasterly 240 feet along Oak Creek, thence North 212 feet, thence West 150 feet to point of beginning, being land acquired by deed dated February 4, 1976 from Johnson, Reynold Quentin, Jr., & Doreen and recorded as instrument no. 232046 in book 183, page 211 in the records of the county recorder of said county.

SUMMIT COUNTY

North Park City Substation

U4S00021

Beginning at the southeast corner of Section 5, T.2 S., R.4 E., S.L.M., and running thence North 150 feet, thence West 150 feet, thence South 150 feet, thence East 150 feet to point of beginning, being land acquired by deed dated May 27, 1976 from Stahle, Elmer G. & Joyce M. and recorded as instrument no. 131883 in book M80, page 403 in the records of the county recorder of said county.

TOOELE COUNTY

Timpie Sub Site

UT00008

Beginning at a point N.89°53' W. 1320 feet, and S.0°03' E. 1461.3 feet from the northeast corner of Section 8, T.1 S., R.7 W., S.L.M., and running thence S.0°03' E. 220.8 feet, thence N.84°07' W. 201.3 feet, thence N.0°03' W. 200 feet, thence N.89°57' E. 200 feet to point of beginning, being land acquired by deed dated December 30, 1969 from State Of Utah and recorded as instrument no. 289286 in book 92, page 421-422 in the records of the county recorder of said county.

TOOELE COUNTY

Terracor Substation Site

UT00010

Beginning at a point S.89°00'50" W. 544.5 feet, and N.0°59'10" W. 33 feet from the south one quarter corner of Section 22, T.2 S., R.4 W., S.L.M., and running thence N.0°59'10" E. 200 feet, thence S.89°00'50" W. 200 feet, thence S.0°59'10" E. 200 feet, thence N.89°00'50" E. 200 feet to point of beginning, being land acquired by deed dated March 11, 1974 from Tooele County, a Body Politic and recorded as instrument no. 303867 in book 127, page 345-346 in the records of the county recorder of said county.

UINTAH COUNTY

Naples Substation

UU00011

Beginning at a point N.89°09'55" E. 233 feet from the northwest corner of Section 7, T.5 S., R.22 E., S.L.M., and running thence S.0°39'05" E. 233 feet, thence S.89°09'55" E. 233 feet to point of beginning, being land acquired by deed

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dated April 11, 1984 from Rasmussen, David R. and Twilla and recorded as instrument no. 2572 in book 354, page 913 in the records of the county recorder of said county.

PARAGRAPH TEN

Miscellaneous Property

All Miscellaneous Land and rights and interests 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:

BOX ELDER COUNTY Ben Lombard - Borah 345 Kv Line U1B00002

Beginning at the west one quarter corner of Section 14, T.7 N., R.2W., S.L.M., and running thence S.89°14'50" E. 1631.63 feet to a point on the westerly right-of-way line of Utah State Highway Project I-15-8(7)338, as it existed on August 12, 1981, thence southwesterly 320.99 feet along the arc of an 899.93 foot radius curve to the right, thence S.27°36'35" W. 303.94 feet, thence southeasterly 558.79 feet along the arc of a 428.00 foot radius curve to the left, thence southeasterly 80.45 feet along the arc of a 646.20 foot radius curve to the right, thence N.89°48' W. 189.94 feet, thence northwesterly 434.87 feet along the arc of a 600.00 foot radius curve to the left, thence N.62°27' W. 738.72 feet, thence N.27°33' E. 15 feet, thence N.62°27' W. 500 feet, thence N.27°33' E. 5 feet, thence N.62°27' W. 393.37 feet, thence S.88°52'40" E. 56.17 feet, thence N.62°27' W. 118.51 feet, thence S.88°52'40" E. 268.37 feet to point of beginning, being land acquired by deed dated August 12, 1981 from Porter, Robert Lyle & Gwen M. and recorded as instrument no. 87811H in book 350, page 406 in the records of the county recorder of said county.

DAVIS COUNTY El Monte-Gadsby 46Kv-Parrish S. Loop U2D00009

Beginning at a point 1372 feet north, and 455 feet east from the south one quarter corner of Section 12, T.2 N., R.1 W., S.L.M., and running thence N.1°17'15" E. 199.51 feet, thence N.89°22' E. 242.35 feet, thence S.1°17'15" W. 203.66 feet, thence N.89°39'15" W. 242.25 feet to point of beginning, being land acquired by deed dated March 14, 1979 from Hendricks, Lloyd O. & Jeannine; Mouritsen, Roger C. & Georgia M.; Liston, Douglas & Mildred C. and recorded as instrument no. 533338 in book 771, page 745 in the records of the county recorder of said county.

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DAVIS COUNTY El Monte-Gadsby 46kv-Parrish S. Loop U2D00010

Beginning at a point 1575 feet north, and 1188 feet east from the south one quarter corner of Section 12, T.2 N., R.1 W., S.L.M., and running thence South 101 feet, thence West 22 feet, thence North 101 feet, thence N.89°22' E. 22 feet to point of beginning, being land acquired by deed dated August 30, 1979 from Garner, Keith E. & Marilyn J. and recorded as instrument no. 548326 in book 797, page 954 in the records of the county recorder of said county.

DAVIS COUNTY El Monte-Gadsby 46kv-Parrish S. Loop U2D00011

Beginning at a point 1565 feet north, and 720 feet east from the south one quarter corner of Section 12, T.2 N., R.1 W., S.L.M., and running thence N.89°22' E. 477 feet, thence South 106 feet, thence S.89°22' W. 477 feet, thence North 106 feet to point of beginning, being land acquired by deed dated August 30, 1979 from Garner, Keith E. & Marilyn J.; Leigh, Llewellyn F. & Margaret Y.; Ganschow, Donald L. & Lana Leigh; Neumarker, Rudi & Leslie Ann Leigh; Leigh, Llewellyn Young & Roberta Ione Angel Leigh; and Leigh, Lawrence Paul, a single man, and recorded as instrument no. 546030 in book 794, page 48 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00012

Beginning at a point 16.5 feet north, and 612 feet east from the south one quarter corner of Section 14, T.2 N., R.1 W., S.L.M., and running thence North 396 feet, thence West 212.87 feet, thence S.28°08' W. 449.33 feet, thence East 429.01 feet to point of beginning, being land acquired by deed dated September 2, 1977 from Tracy, Lanny M. and Diana S. and recorded as instrument no. 472404 in book 667, page 858 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00013

Beginning at a point 1072.5 feet south, and 1193.9 feet west from the east one quarter corner of Section 14, T.2 N. R.1 W., S.L.M., and running thence South 561 feet, thence West 310.59 feet, thence North 561 feet, thence East 310.59 feet to point of beginning, being land acquired by deed dated October 7, 1977 from Kimball, Rumel H. & Carla C; Naegle, George P. & Linda P.; and recorded as instrument no. 477076 in book 675, page 761 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00014

Beginning at a point 578.1 feet west from the east one quarter corner of Section 14, T.2 N. R.1 W., S.L.M., and running thence West 741.92 feet, thence S.59°00' E. 544.5 feet,

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thence East 125.24 feet, thence N.28°08' E. 318.01 feet to point of beginning, being land acquired by deed dated February 2, 1978 from Bountiful City, a municipal corporation, and recorded as instrument no. 486461 in book 691, page 271 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00023

Beginning at a point N.89°47'11" E. 1347.65 feet, and S.0°32'10" E. 580.92 feet from the center of Section 14, T.2 N., R.1 W., S.L.M., and running thence N.89°57'59" E. 200 feet to an existing fenceline, thence S.0°24'07" E. 495.93 feet to an existing fenceline, thence N.89°51'08" W. 200 feet, thence N.0°24'10" W. 495.3 feet to point of beginning, being land acquired by deed dated June 13, 1977 from Burt, Jerold F. & Lillie G.; Kaiserman, James C. & Carolyn H. and recorded as instrument no. 465872 in book 656, page 364 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00045

Beginning at a point 1227 feet north, and 967.8 feet west from the southeast corner of Section 5, T.3 N., R.1 W., S.L.M., and running thence N.53°50' E. 360.4 feet, thence S.36°41' E. 1857.8 feet, thence S.53°50' W. 263.53 feet, thence N.39°40' W. 1861.2 feet to point of beginning, being land acquired by deed dated September 8, 1978 from Smith, David L. & Alan T., Trustees, and recorded as instrument no. 509614 in book 730, page 805 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00050

Beginning at a point 1816.2 feet west from the southeast corner of the northeast quarter of Section 26, T.3 N., R.1 W., S.L.M., and running thence N.0°20' W. 790 feet, thence West 276 feet, thence S.0°20' E. 918.2 feet to the north side of Glover's Lane, as it existed on August 1, 1983, thence East 276 feet, thence N.0°20' W. 128.2 feet to point of beginning, being land acquired by deed from Wilcox, Ralph L. and Brigitte G. recorded August 1, 1983 as instrument no. 647314 in book 952, page 995 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00059

Beginning at a point 1320 feet north, and 537 feet west from the south one quarter corner of Section 30, T.4 N., R.1 W., S.L.M., and running thence West 326.39 feet, thence N.36°41' W. 1645.35 feet, thence East 386.39 feet, thence S.36°41' E. 1645.35 feet to a point of beginning, being land acquired by deed dated October 28, 1977 from Call, Robert T. & Shirley M. and recorded as instrument no. 477079 in book 675, page 764 in the records of the county recorder of said county.

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DAVIS COUNTY

Ben Lomond - Terminal

U2D00078

Beginning at a point 1320 feet west, and 158 feet south from the northeast corner of Section 10, T.4 N., R.2 W., S.L.M., and running thence South 87.21 feet, thence West 125.25 feet, thence North 87.21 feet, thence East 125.25 feet to point of beginning, being land acquired by deed dated April 6, 1977 from Higley, Edwin M. & Afton C. and recorded as instrument no. 458620 in book 643, page 904 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00079

Beginning at a point 1320 feet west, from the northeast corner of Section 10, T.4 N., R.2 W., S.L.M., and running thence South 158 feet, thence West 125.25 feet, thence North 158 feet, thence East 125.25 feet to point of beginning, being land acquired by deed dated April 6, 1977 from Porter, Dale & Esther S. and recorded as instrument no. 458619 in book 643, page 903 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00080

Beginning at a point 1317.78 feet south, and 500 feet west from the northeast corner of Section 10, T.4 N., R.2 W., S.L.M., and running thence West 280.99 feet, thence S.27°09' E. 744.83 feet, thence East 179.32 feet, thence N.27°09' W. 418.79 feet, thence West 42.85 feet, thence North 290 feet to point of beginning, being land acquired by deed dated April 6, 1977 from Higley, Edwin M. & Afton C. and recorded as instrument no. 458618 in book 643, page 902 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00102

Beginning at a point 783.75 feet north, and 33 feet west from the southeast corner of Section 14, T.4 N., R.2 W., S.L.M., and running thence West 1385.62 feet, thence S.36°41' E. 645.51 feet to the west right-of-way line of 3200 West Street as it existed on August 13, 1976, thence North 517.67 feet to point of beginning, being land acquired by deed dated August 13, 1976 from Dangel, Walter W. and Mildred Irene and recorded as instrument no. 442184 in book 615, page 714 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00106

Beginning at a point 993.3 feet north, and 1077.4 feet west from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence S.36°41' E. 206.21 feet, thence West 199.95 feet, thence N.36°41' W.

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206.21 feet, thence East 199.95 feet to point of beginning, being land acquired by deed dated August 18, 1977 from Stimpson, James C. & Sarah E. and recorded as instrument no. 475008 in book 672, page 260 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00107

Beginning at a point 825 feet north from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 165 feet, thence West 1080.43 feet, thence S.36°41' E. 206.21 feet, thence East 956.74 feet to point of beginning, being land acquired by deed dated August 18, 1977 from Stimpson, James C. & Sarah E. and recorded as instrument no. 475008 in book 672, page 260 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00108

Beginning at a point 539.06 feet north from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 120.95 feet, thence West 833.03 feet, thence S.36°41' E. 151.16 feet, thence East 742.36 feet to point of beginning, being land acquired by deed dated August 19, 1977 from Humphreys, Farrell J. & Maxine O. and recorded as instrument no. 475006 in book 672, page 258 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00109

Beginning at a point 298.7 feet north, and 560 feet west from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence West 199.97 feet, thence N.36°41' W. 302.52 feet, thence East 199.97 feet, thence S.36°41' E. 302.52 feet to point of beginning, being land acquired by deed dated August 17, 1977 from Layton, Stanford P. & Viola M. and recorded as instrument no. 1475007 in book 672, page 259 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00110

Beginning at a point 297 feet north of the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 242.06 feet, thence West 742.36 feet, thence S.36°41' E. 302.52 feet, thence East 560.90 feet to point of beginning, being land acquired by deed dated August 17, 1977 from Layton, Stanford P. & Viola M. and recorded as instrument no. 475007 in book 672, page 259 in the records of the county recorder of said county.

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DAVIS COUNTY Ben Lowond - Terminal U2D00111

Beginning at a point 298.7 feet north, and 560 feet west from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence S.36°41' E. 164.97 feet, thence West 199.97 feet, thence N.36°41' W. 164.97 feet, thence East 199.97 feet to point of beginning, being land acquired by deed dated August 20, 1977 from Marston, Richard B. & Verona M. and recorded as instrument no. 475004 in book 672, page 256 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00112

Beginning at a point 165 feet north from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 132 feet, thence West 560.9 feet, thence S.36°41' E. 164.97 feet, thence East 461.94 feet to point of beginning, being land acquired by deed dated August 20, 1977 from Marston, Richard B. & Verona M. and recorded as instrument no. 475004 in book 672, page 256 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00113

Beginning at a point 338.3 feet west from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence West 199.97 feet, thence N.36°41' W. 206.21 feet, thence East 199.97 feet, thence S.36°41' E. 206.21 feet to point of beginning, being land acquired by deed dated August 19, 1977 from Dawson, Doris M., individually and as Trustee of the Doris M. Dawson Family Inter-Vivos Revocable Trust and recorded as instrument no. 475005 in book 672, page 257 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00114

Beginning at the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 163 feet, thence West 461.94 feet, thence S.36°41' E. 206.21 feet, thence East 338.25 feet to point of beginning, being land acquired by deed dated August 19, 1977 from Dawson, Doris M., individually and as Trustee of the Doris M. Dawson Family Inter-Vivos Revocable Trust and recorded as instrument no. 475005 in book 672, page 257 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lowond - Terminal U2D00115

Beginning at a point 1916 feet north from the south one quarter corner of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 717.94 feet, thence West 538.21 feet, thence S.36°41' E. 897.26 feet to point of beginning, being

land acquired by deed dated August 19, 1977 from Judkins, Mary Isabelle S.; Simmons, Jay H. & Marjorie G. and recorded as instrument no. 475003 in book 672, page 255 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00116

Beginning at a point 662.5 feet north, and 831 feet west from the southeast corner of the northwest quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence West 199.95 feet, thence N.36°41' W. 206.21 feet, thence East 199.95 feet, thence S.36°41' E. 206.21 feet to point of beginning, being land acquired by deed dated January 24, 1978 from Miller, Herman J., aka Harriman J. & Ada V. and recorded as instrument no. 436465 in book 691, page 275 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00117

Beginning at a point 660 feet north from the southeast corner of the northwest quarter of Section 24 T.4 N., R.2 W., S.L.M., and running thence North 165 feet, thence West 956.74 feet, thence S.36°41' E. 206.21 feet, thence East 833.03 feet to point of beginning, being land acquired by deed dated January 24, 1978 from Miller, Herman J.; aka Miller, Harriman J. & Harriman, J. & Ada V. and recorded as instrument no. 486465 in book 691, page 275 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00119

Beginning at a point 33 feet north from the southwest corner of the southeast quarter of the southeast quarter of Section 24, T.4 N., R.2 W., S.L.M., and running thence North 628.36 feet, thence S.36°41' E. 788.73 feet, thence West 458.08 feet to point of beginning, being land acquired by deed dated November 30, 1976 from Flint, Wayne H. & Cleone H. and recorded as instrument no. 448471 in book 626, page 605 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - Terminal

U2D00121

Beginning at the southeast corner of the southwest quarter of the southeast quarter of Section 24, T.4 N., R.2 N., S.L.M., and running thence North 290.4 feet, thence West 104.62 feet, thence South 290.4 feet, thence East 104.62 feet to point of beginning, being land acquired by deed dated December 6, 1979 from Flint, Josie J. and recorded as instrument no. 560067 in book 817, page 144 in the records of the county recorder of said county.

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DAVIS COUNTY Ben Lomond - Terminal U2D00122

Beginning at a point 825 feet south, and 912.8 feet east from the northwest corner of Section 24, T.4 N., R.2 W., S.L.M., and running thence East 66.49 feet, thence N.36°41' W. 111.3 feet, thence South 89.26 feet to point of beginning, being land acquired by deed dated September 8, 1976 from Adams, Richard V. & Barbara F. and recorded as instrument no. 565979 in book 826, page 372 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lomond - Terminal U2D00139

Beginning at a point 1735.3 feet east, and 660 feet north from the west one quarter corner of Section 27, T.5 N., R.2 W., S.L.M., and running thence S.0°08' W. 330 feet, thence West 160 feet, thence N.0°08' E. 330 feet, thence East 160 feet to point of beginning, being land acquired by deed dated May 18, 1977 from Child, Ray E. & Linda Lou and recorded as instrument no. 463601 in book 652, page 490 in the records of the county recorder of said county.

DAVIS COUNTY Ben Lomond - Terminal U2D00146

Beginning at a point 552.5 feet north, and 1731.3 feet east from the southwest corner of Section 27, T.5 N., R.2 W., S.L.M., and running thence S.0°08' W. 88 feet, thence West 80 feet, thence North 88 feet, thence East 81 feet to point of beginning, being land acquired by deed dated April 6, 1979 from Hamel, Freddie S. & Dolores M. and recorded as instrument no. 528074 in book 762, page 222 in the records of the county recorder of said county.

DAVIS COUNTY El Monte-Gadsby 46kv-Parrish Loop U2D00161

Beginning at a point 1367 feet north, and 30 feet east from the south one quarter corner of Section 12, T.2 N., R.1 W., S.L.M., and running thence N.9°03'45" E. 201.79 feet, thence N.89°22' E. 396.7 feet, thence S.1°17'15" E. 206.26 feet, thence N.89°39'15" N. 423.83 feet to point of beginning, being land acquired by deed dated May 25, 1978 from Higgins, E. Arthur and Doris H. and recorded as instrument no. 520053 in book 748, page 604 in the records of the county recorder of said county.

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EMERY COUNTY Nine Nork Training Center, Huntington UE00034

w1/2 w1/2 SW1/4 SE1/4 Sec. 9 T. 17 S R. 9 E S1M being land acquired by deed dated January 28, 1977 from McArthur, Shirl C. & Bessie S. and recorded as instrument no. 260204 in book 90, page 156 in the records of the county recorder of said county.

L 1 Cedar City Industrial Park Sec. 4 T. 36 SR. 11 N SIM being land acquired by deed dated August 12, 1982 from Cedar City Corp. and recorded as instrument no. 237057 in book 292, page 1002 in the records of the county recorder of said county.

RICH COUNTY

Laketown Service Center

UR00007

Beginning at a point 421 feet north, and 2633.3 feet east from the south one quarter corner of Section 25, T.13 N., R.5 E., S.L.M., and running thence West 494 feet, thence S.60°30' E. 279 feet, thence N.0°35' W. 279 feet to point of beginning, being land acquired by deed dated April 23, 1979 from Floyd, Roscoe L. & Faye T.; Earley, Roger Blake & Lynne and recorded as instrument no. F21, 717 in book K3, page 252 in the records of the county recorder of said county.

SALT LAKE COUNTY

Terminal - Camp Williams

US00005

Beginning at a point N.89°54' E. 1093.3 feet from the north one quarter corner of Section 35, T.1 S., R.2 W., S.L.M., and running thence West 134.9 feet, thence S.0°01' E. 1323 feet, thence East 134.9 feet, thence N.0°01' W. 1323 feet to point of beginning, being land acquired by deed dated August 10, 1981 from Salt Lake County and recorded as instrument no. 3600165 in book 5287, page 253 in the records of the county recorder of said county.

SALT LAKE COUNTY

Terminal - 90th South

US00161

Beginning at a point 5049.9 feet south, and 2091.3 feet west from the northeast corner of Section 11, T.2 S., R.1 W., S.L.M., and running thence S.12°02' W. 182.44 feet to the North right-of-way line of 5300 South Street as it existed on April 16, 1976, thence N.89°40' E. 92.14 feet, thence N.12°02' E. 167.18 feet, thence N.80°49' W. 90.11 feet to point of beginning, being land acquired by deed dated April 16, 1976 from Nelson, Lawrence E., Jr.; aka Nelson, Lawrence Egbert Jr. and recorded as instrument no. 2811429 in book 4189, page 372 in the records of the county recorder of said county.

SALT LAKE COUNTY

Terminal - 90th South

US00162

Beginning at a point 3904.4 feet north, and 2790.2 feet east from the southwest corner of Section 14, T.2 S., R.1 W., S.L.M., and running thence N.12°02' E. 1293.05 feet to the South right-of-way line of 5300 South Street as it existed on April 16, 1976, thence N.89°40' E. 92.14 feet, thence S.12°02' W. 1304.37 feet, thence N.83°19' W. 90.39 feet to point of beginning, being land acquired by deed dated April 16, 1976 from Nelson, Lawrence E., Jr.; aka Nelson, Lawrence Egbert Jr.

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and recorded as instrument no. 2811429 in book 4189, page 372 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - 90th South US00163

Beginning at a point 5035.4 feet south, and 2200 feet west from the northeast corner of Section 11, T.2 S., R.1 W., S.L.M., and running thence S.80°49' E. 110.14 feet, thence S.12°02' W. 182.44 feet to the North right-of-way line of 5300 South Street as it existed on April 16, 1976, thence S.89°40' W. 112.61 feet, thence N.12°02' E. 201.08 feet to point of beginning, being land acquired by deed dated April 16, 1976 from Nelson, Lawrence E., Jr.; aka Nelson, Lawrence Egbert Jr. and recorded as instrument no. 2811429 in book 4189, page 372 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - 90th South US00164

Beginning at a point 3904.4 feet north, and 2790.2 feet east from the southwest corner of Section 14, T.2 S., R.1 W., S.L.M., and running thence N.83°19' W. 110.48 feet, thence N.12°02' E. 1279.23 feet to the South right-of-way line of 5300 South Street as it existed on April 16, 1976, thence N.89°40' E. 112.61 feet, thence S.12°02' W. 1293.05 feet to point of beginning, being land acquired by deed dated April 16, 1976 from Nelson, Lawrence E., Jr.; aka Nelson, Lawrence Egbert Jr. and recorded as instrument no. 2811429 in book 4189, page 372 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - Hale Transmission US00179

Beginning at a point 303 feet north, and 2060.6 feet east from the west one quarter corner of Section 26, T.2 S., R.1 W., S.L.M., and running thence S.89°45' E. 110.2 feet, thence N.3°36' E. 818.3 feet, thence S.85°07' W. 111.2 feet, thence S.3°36' W. 808.3 feet to point of beginning, being land acquired by deed dated July 9, 1956 from Diamond, Alma S. & Dallas G., Bennion, Kenneth S. & Lyle and recorded as instrument no. 1492648 in book 1328, page 24 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - 90th South Corridor US00198

Beginning at a point 1109.7 feet north, and 2111.3 feet east from the west one quarter corner of Section 26, T.2 S., R.1 W., S.L.M., and running thence N.3°36' E. 121.06 feet, thence N.8°37' W. 647.06 feet, thence S.89°07' W. 90.83 feet, thence S.8°37' E. 649.65 feet, thence S.3°36' W. 124.86 feet, thence N.85°07' E. 91 feet to point of beginning, being land acquired by deed dated November 3, 1975 from Taylor, Leo N. & Geraldine G. and recorded as instrument no. 3587251 in book

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5273, page 99 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - Camp Williams US00233

Beginning at a point 1494.6 feet west from the southeast corner of Section 11, T.2 S., R.2 W., S.L.M., and running thence East 48.73 feet, thence N.0°01' W. 1320 feet, thence West 48.73 feet, thence S.0°01' E. 1320 feet to point of beginning, being land acquired by deed dated October 21, 1974, from Sunset Downs, Inc. and recorded as instrument no. 2687399 in book 3793, page 138 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal - Camp Williams US00234

Beginning at a point 1604.6 feet west from the southeast corner of Section 11, T.2 S., R.2 W., S.L.M., and running thence N.0°01' W. 1313.28 feet, thence East 110 feet, thence N.0°01' W. 6.72 feet, thence West 251.27 feet, thence S.0°01' E. 1320 feet, thence East 141.27 feet to point of beginning, being land acquired by deed dated October 21, 1974 from Sunset Downs, Inc. and recorded as instrument no. 2687399 in book 3793, page 138 in the records of the county recorder of said county.

SALT LAKE COUNTY 90th South - Camp Williams US00234

Beginning at a point 460.0 feet east from the south one quarter corner of Section 13, T.3 S., R.1 W., S.L.M., and running thence East 202.72 feet, thence North 0°10'12" W. 305.06 feet and North 23°01'16" W. 388.20 feet, thence West 50.02 feet, thence South 662.36 feet to the point of beginning, being land acquired by deed dated July 15, 1975 from Black, Thelma Elaine E. & Durant C.; Woodford, Narda Karen E. & Robert J., and recorded as instrument no. 2736530 in book 3950, page 412 in the records of the county recorder of said county.

SALT LAKE COUNTY 90th South - Camp Williams US00234

Beginning at a point 846.7 feet east from the south one quarter corner of Section 13, T.3 S., R.1 W., S.L.M. and running thence East 134.17 feet, thence North 10°20' W. 673.22 feet, thence West 150.19 feet, thence South 23°01'16" E. 347.20 feet and South 0°10'02" E. 342.76 feet to the place of beginning, being land acquired by deed dated July 15, 1975 from Black, Thelma Elaine E. & Durant C.; Woodford, Narda Karen E. & Robert J., and recorded as instrument no. 2736530 in book 3950, page 412 in the records of the county recorder of said county.

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SALT LAKE COUNTY 90th South - Camp Williams US00234

Beginning at a point 662.7 feet east from the south one quarter corner of Section 13, T.3 S., R.1 W., S.L.M., and running thence East 184 feet, thence N.0°10'02" W. 342.76 feet, thence N.23°01'16" W. 347.2 feet, thence West 199.92 feet, thence S.23°01'16" E. 388.2 feet, thence S.0°10'02" E. 305.06 feet to point of beginning, being land acquired by deed dated July 15, 1975 from Black, Thelma Elaine E. & Durant C.; Woodford, Marda Karen E. & Robert J., and recorded as instrument no. 2736530 in book 3950, page 412 in the records of the county recorder of said county.

SALT LAKE COUNTY Norton Court Switchrack US00399

Beginning at the northwest corner, 17, B 18, Plat A, Salt Lake City Survey of Section 7, T.1 S., R.1 E., S.L.M., and running thence East 82.5 feet, thence South 165 feet, thence West 82.5 feet, thence North 165 feet to point of beginning, being land acquired by deed dated January 30, 1978 from Bolton, Johnny P. & Mildred and recorded as instrument no. 3058368 in book 4617, page 1179 in the records of the county recorder of said county.

SAN JUAN COUNTY Pinto Passive Repeater Site U1500003

Beginning at a point 2650 feet south, and 1321 feet east from the north one quarter corner of Section 1, T.34 S., R.23 E., S.L.M., and running thence S.89°23' E. 50 feet, thence S.0°37' W. 50 feet, thence N.89°23' W. 50 feet, thence N.0°37' E. 50 feet to point of beginning, being land acquired by deed dated May 14, 1970 from Pehrson, Junius Evan & Marguerite; Pehrson, Alfred Dale & Reah and recorded as instrument no. Y-8955 in book 483, page 244 in the records of the county recorder of said county.

SAN JUAN COUNTY 345 Kv Tap To Pinto Sub U1500005

Beginning at a point 1120 feet south, and 1320 feet east from the northwest corner of Section 32, T.33 S., R.24 E., S.L.M., and running thence North 210 feet, thence West 371.28 feet, thence South 210 feet, thence East 371.28 feet to point of beginning, being land acquired by deed dated February 1, 1978 from Wright, Seth Rigby & Della Fern and recorded as instrument no. 1E2133 in book 586, page 68 in the records of the county recorder of said county.

UINTAH COUNTY Vernal Service Center U000010

Beginning at a point 990 feet south from the west one quarter corner of Section 24, T.4 S., R.21 E., S.L.M., and running thence N.89°57'04" E. 247.5 feet, thence N.0°10'20" E.

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153 feet, thence S.89°57'04" W. 247.5 feet, thence S.0°10'20" W. 153 feet to point of beginning, being land acquired by deed dated September 20, 1979 from Adams, Lula T., a Widow and recorded as instrument no. 171218 in book 254, page 5 in the records of the county recorder of said county.

UTAH COUNTY American Fork Service Center U1U00018

Beginning at a point S.89°59' E. 262.64 feet from the southwest corner block 16, Plat A, American Fork City Survey of Section 24, T.5 S., R.1 E., S.L.M., and running thence S.89°59' E. 49.53 feet, thence North 174.01 feet, thence N.89°59' W. 49.53 feet, thence South 174.01 feet to point of beginning, being land acquired by deed dated December 27, 1983 from Roberts, Margaret G. and recorded as instrument no. 2066 in book 2108, page 246 in the records of the county recorder of said county.

UTAH COUNTY Southern Division Accounting Office U1U00032

Beginning at the southwest corner block 14, Plat A, American Fork City Survey of Section 24, T.5 S., R.1 E., S.L.M., and running thence N.0°31'00" E. 106 feet, thence N.89°05'00" E. 199.11 feet, thence S.1°45'00" W. 166.45 feet, thence N.73°39'00" W. 203.18 feet to point of beginning, being land acquired by deed dated February 25, 1982 from Prudential Federal Savings & Loan Assoc. and recorded as instrument no. 5503 in book 1968, page 286 in the records of the county recorder of said county.

UTAH COUNTY Camp Williams-Spanish Fk 345kv Line U1U00112

Beginning at a point 270.5 feet south, and 469.6 feet east from the north one quarter corner of Section 11, T.7 S., R.2 E., S.L.M., and running thence S.89°00' E. 99.82 feet, thence N.52°03' W. 50.4 feet to an Easterly boundary fence, thence northwesterly along easterly boundary fence 700 feet, thence South 6.5 feet, thence S.30°42' E. 209.42 feet, thence S.52°03' E. 459.94 feet to point of beginning, being land acquired by deed dated February 9, 1979 from Baum, William U. & Maxine L. and recorded as instrument no. 5539 in book 1719, page 567 in the records of the county recorder of said county.

UTAH COUNTY Camp Williams-Spanish Fk 345kv Line U1U00139

L 18 Plat A, Veda Village Subdivision Sec. 13 T. 7 SR. 2 E SLM being land acquired by deed dated January 11, 1977 from Morrill, Marvin D. & Rebecca M. and recorded as instrument no. 5492 in book 1533, page 473 in the records of the county recorder of said county.

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UTAH COUNTY Camp Williams-Spanish Fk 345kv Line U1U00144

Beginning at a point 553.3 feet north, and 2503.5 feet west from the southeast corner of Section 19, T.7 S., R.3 E., S.L.M., and running thence East 896.4 feet, thence N.42°58' W. 294.25 feet, thence West 849.44 feet, thence S.0°18' E. 5 feet, thence along the arc of a 1095.91 foot radius curve to the left 262 feet to the point of beginning being land acquired by deed dated August 9, 1978 from Clair W. Judd Family Partnership and recorded as instrument no. 36398 in book 1679, page 473 in the records of the county recorder of said county.

UTAH COUNTY Camp Williams-Spanish Fk 345kv line U1U00145

Beginning at a point 539.4 feet south, and 1674 feet west from the center of Section 32, T.7 S., R.3 E., S.L.M., and running thence S.88°45' E. 16.16 feet, thence S.0°14' E. 491.34 feet, thence S.3°07' E. 169.23 feet, thence N.88°45' W. 31.2 feet, thence N.0°20' E. 660 feet to point of beginning, being land acquired by deed dated August 9, 1978 from Clair W. Judd Family Partnership and recorded as instrument no. 36398 in book 1679, page 473 in the records of the county recorder of said county.

UTAH COUNTY Camp Williams-Spanish Fk 345kv Line U1U00147

Beginning at a point 850 feet north, and 890 feet east from the west one quarter corner of Section 32, T.7 S., R.3 E., S.L.M., and running thence East 120 feet, thence N.0°14' W. 490 feet, thence West 20 feet, thence North 180 feet, thence West 100 feet, thence S.0°14' E. 660 feet to point of beginning, being land acquired by deed dated May 5, 1978 from Sunston, Neil D. & Judy Ann B. and recorded as instrument no. 17143 in book 1643, page 360 in the records of the county recorder of said county.

UTAH COUNTY Emery Spanish Fork 345 Kv Line U1U00184

Beginning at the southwest corner of Section 16, T.11 S., R.7 E., S.L.M., and running thence N.2°59'24" E. 2393.11 feet, thence N.78°18'04" E. 1344.62 feet, thence South 2367.3 feet to a point 195 feet perpendicularly distant northeasterly from the Huntington-Spanish Fork 345 Kv Power Line, thence S.36°53' E. 389.7 feet, thence N.39°26'12" W. 1675.4 feet to point of beginning, being land acquired by deed dated October 1, 1981 from University Of Utah and recorded as instrument no. 29582 in book 1942, page 494 in the records of the county recorder of said county.

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UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00195

Beginning at a point S.0°18' W. 2654.28 feet from the north one quarter corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence S.78°43' E. 8 feet, thence N.85°52' E. 682.38 feet, thence S.1°22' E. 1293.04 feet, thence N.88°08'15" W. 699.02 feet, thence N.0°58' W. 1222.52 feet to point of beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00196

Beginning at a point S.0°18' W. 2654.28 feet from the north one quarter corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence W.78°43' W. 691.24 feet, thence S.0°29' E. 1335.25 feet, thence S.88°08' E. 687.6 feet, thence N.0°58' W. 1222.52 feet to point of beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00197

Beginning at a point N.1°01' E. 1007 feet from the west one quarter corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence N.1°01' E. 566.48 feet, thence S.88°18' E. 1518.78 feet, thence 633.34 feet along the arc of a 2799.9 foot radius curve to the right, thence N.86°06' W. 1389.43 feet to point of beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00198

Beginning at a point S.1°01' W. 513.73 feet from the northwest corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence S.1°01' W. 540.4 feet, thence S.88°18' E. 1518.78 feet, thence N.6°30' E. 589.16 feet, thence West 1575.22 feet to point of beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00199

Beginning at the northwest corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence S.1°01' W. 513.73 feet, thence East 1575.22 feet, thence N.6°30' E. 548 feet, thence West 1627.75 feet, thence S.0°44' W. 30.83 feet to point of

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beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Huntington-Spanish Fork 345 Kv Line U1U00200

Beginning at a point N.0°44' E. 30.83 feet from the southwest corner of Section 22, T.11 S., R.7 E., S.L.M., and running thence N.0°44' E. 279.56 feet, thence N.0°50' E. 247.28 feet, thence East 1680.6 feet, thence S.6°30' W. 530.2 feet, thence West 1627.75 feet to point of beginning, being land acquired by deed dated May 24, 1978 from Terra West, Inc. and recorded as instrument no. 31200 in book 1669, page 833 in the records of the county recorder of said county.

UTAH COUNTY Camp Williams-Spanish Fk 345 Kv Line U1U00204

Beginning at a point 49.5 feet north, and 16.5 feet east from the southwest corner of Section 1, T.5 S., R.1 W., S.L.M., and running thence North 536.25 feet, thence East 3.95 feet, thence S.18°25' E. 565.49 feet, thence West 176.21 feet to point of beginning, being land acquired by deed dated December 28, 1977 from Beckstead, Kerry Max & Lavana Fae and recorded as instrument no. 7774 in book 1625, page 39 in the records of the county recorder of said county.

NEBR COUNTY Ben Lownd - Terminal *08-051-0059* *0122* X U3W00027

Beginning at a point 660 feet north, and 1320 feet west from the south one quarter corner of Section 10, T.5 N., R.2 W., S.L.M., and running thence North 1148.27 feet to the center line of a County road, thence northeasterly 236.36 feet along said center line, thence East 221.3 feet, thence South 458.6 feet, thence East 219.4 feet, thence S.0°50'27" W. 861.49 feet, thence West 590.46 feet to point of beginning, being land acquired by deed dated June 15, 1977 from Peterson, Milo P. & Lavon C. and recorded as instrument no. 840430 in book 1386, page 628 in the records of the county recorder of said county.

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NEBR COUNTY Ben Lownd - Terminal 345 Kv Line *09-071-0066* X U3W00036

Beginning at a point 827.4 feet south, and 877 feet west from the north one quarter corner of Section 15, T.5 N., R.2 W., S.L.M., and running thence S.0°08' W. 119.2 feet, thence westerly 112.76 feet along south boundary line to southwest corner, thence North 120.8 feet, thence East 113.02 feet to point of beginning, being land acquired by deed dated April 6, 1977 from Roylance, S. Harold & Colleen A. and recorded as instrument no. 694107 in book 1171, page 141 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv

U3W00040

Beginning at a point 33 feet south, and 875.1 feet west from the north one quarter corner of Section 15, T.5 N., R.2 W., S.L.M., and running thence 80°08' W. 532 feet, thence West 113.63 feet, thence North 532 feet, thence East 114.87 feet to point of beginning, being land acquired by deed dated April 22, 1977 from Zaugg, Lewis C. & Reva D.; Zaugg, Elwood C. & Kay A.; Zaugg, Brent L. & Nancy S.; Zaugg, Marvin L. & Deanna H.; Schoenfeld, Eleanor Zaugg; Duersch, Herl Zaugg and recorded as instrument no. 696838 in book 1175, page 382 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line

U3W00166

Beginning at a point 1188 feet south, and 275.6 feet west from the north one quarter corner of Section 3, T.6 N., R.2 W., S.L.M., and running thence S.9°17' E. 643.7 feet, thence S.6°45' W. 293.77 feet, thence N.86°45' W. 234.45 feet, thence N.9°17' W. 930.83 feet, thence East 314.11 feet to point of beginning, being land acquired by deed dated March 22, 1973 from Robson, Alvin J., a Family Partnership and recorded as instrument no. 734334 in book 1234, page 532 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line

U3W00176

Beginning at a point 551.5 feet north, and 598.4 feet west from the north one quarter corner of Section 22, T.6 N., R.2 W., S.L.M., and running thence South 1310 feet, thence West 160 feet, thence North 1310 feet, thence East 160 feet to point of beginning, being land acquired by deed dated January 5, 1978 from Greenwell, Lewis H. & Una C. and recorded as instrument no. 724867 in book 1219, page 833 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line

U3W00190

Beginning at a point 33 feet north, and 542.6 feet west from the south one quarter corner of Section 27, T.6 N., R.2 W., S.L.M., and running thence West 160 feet, thence North 1295 feet, thence East 160 feet, thence South 1295 feet to point of beginning, being land acquired by deed dated January 10, 1978 from Hayes, Ezra Walter & Minnie K. and recorded as instrument no. 724864 in book 1219, page 832 in the records of the county recorder of said county.

WEBER COUNTY Naughton-Ben Lomond 345 Kv Line

U3W00200

The north 115 feet L 7 Liberty Meadows Subdivision Sec. 20 T. 7 N R. 1 E SLM and the north 115 feet L 8 Liberty Meadows Subdivision Sec. 20 T. 7 N R. 1 E SLM being land acquired by

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deed dated September 26, 1979 from Rogers, Lehi S. & La Rue B. and recorded as instrument no. 790690 in book 1324, page 822 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond-Naughton #3 345 Kv Line U3W00201

22-0106-0012X
The north 115 feet L 9 Liberty Meadows Subdivision Sec. 20 T. 7 N R. 1 E SLM and the north 115 feet L 10 Liberty Meadows Subdivision Sec. 20 T. 7 N R. 1 E SLM being land acquired by deed dated November 14, 1979 from Goodenough, Howard G. & Bettie J. and recorded as instrument no. 795943 in book 1333, page 226 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line U3W00274

19-038-00610063X
Beginning at a point 1918.9 feet north, and 420.8 feet west from the south one quarter corner of Section 34, T.7 N., R.2 W., S.L.M., and running thence S.0'22" E. 839 feet, thence S.1'39" W. 507 feet, thence West 160.1 feet, thence N.1'39" E. 509 feet, thence N.0'22" W. 837 feet, thence East 160 feet to point of beginning, being land acquired by deed dated February 8, 1978 from Commercial Security Bank, Personal Representative of the Estate of Folkman, Helen Vincent aka Folkman, Helen Marie Dodson and recorded as instrument no. 729850 in book 1227, page 552 in the records of the county recorder of said county.

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line U3W00275

19-038-00053 15-009-0002X (Deed. 15-009-0002X)
Beginning at a point 1194.8 feet south, and 426.5 feet west from the north one quarter corner of Section 3, T.6 N., R.2 W., S.L.M., and running thence West 162.1 feet, thence N.9'17" W. 276 feet, thence N.1'39" E. 1394 feet, thence S.1'39" W. 1357 feet, thence S.9'17" E. 287 feet to point of beginning, being land acquired by deed dated February 8, 1978 from Commercial Security Bank, Personal Representative of the Estate Of Folkman, Helen Vincent; aka Folkman, Helen Marie Dodson and recorded as instrument no. 729850 in book 1227, page 552 in the records of the county recorder of said county.

WEBER COUNTY Ogden Division Office Site U3W00290

01-010-0009X0006X
Beginning at a point 83 feet south from the northeast corner, Lot 2, Block 12, plat A. Ogden City Survey of Section 32, T.6 N., R.1 W., S.L.M., and running thence North 25.67 feet, thence West 43 feet, thence South 25.67 feet, thence East 43 feet to point of beginning, being land acquired by deed dated February 26, 1954 from Haynes, Edward E. and recorded as instrument no. 215672 in book 437, page 491 in the records of the county recorder of said county.

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IN WITNESS WHEREOF, PACIFICORP 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 to by its Secretary or one of its Assistant Secretaries; and THE CHASE MANHATTAN BANK (National Association), has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents, and its corporate seal to be attested to by one of its Assistant Secretaries; and C.J. HEINZELMANN has hereunto set his hand; all as of the day, and year, first above written.

[SEAL]

PACIFICORP

By [Signature]
Vice President and Treasurer

Attest:

[Signature]
Assistant Secretary

[SEAL]

THE CHASE MANHATTAN BANK
(National Association)
As Corporate Trustee

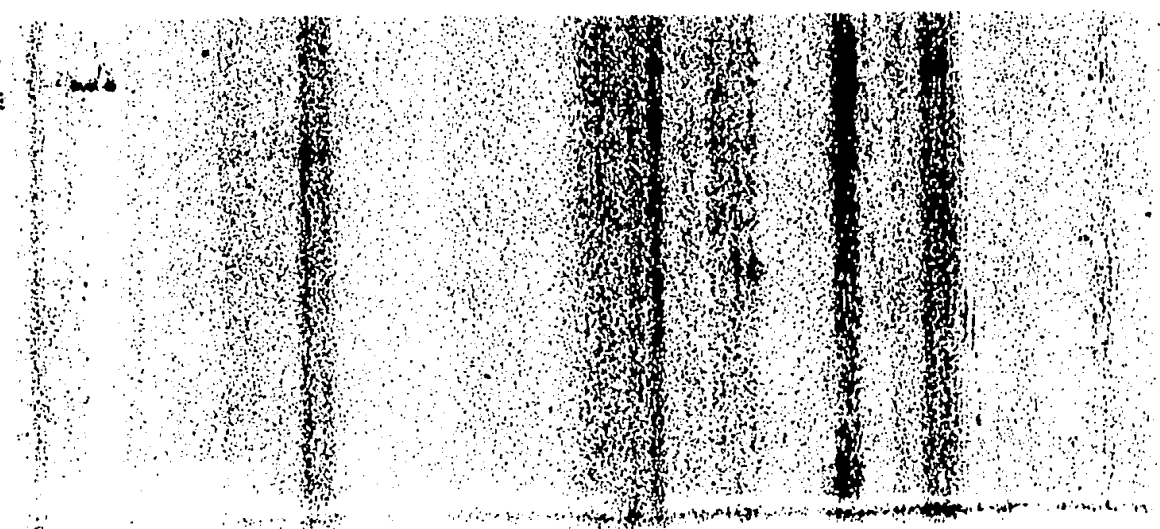
By [Signature]
Vice President

Attest:

[Signature]
Assistant Secretary

[Signature]
C.J. HEINZELMANN
As Co-Trustee

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STATE OF OREGON)
County of Multnomah) ss.

On this twenty-first day of April, 1989, before me, LEONARD W. SURRY, a Notary Public in and for the State of Oregon, personally appeared ROBERT F. LANE and JOHN M. SCHWEITZER, known to me to be a Vice President and an Assistant Secretary, respectively, of PACIFICORP, an Oregon corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

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

Leonard W. Surry
My commission expires October 27, 1989
Residing at: Gresham, Oregon

[SEAL]

STATE OF NEW YORK)
County of New York) ss.

On this eighteenth day of April, 1989, before me, Jean Stein, a Notary Public in and for the State of New York, personally appeared T.J. FITSIMONS and DORI A. FLANAGAN, known to me to be a Vice President and Assistant Secretary, respectively, of THE CHASE MANHATTAN BANK (National Association), a national banking association, who being duly sworn, stated that the seal affixed to the foregoing instrument

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NOTARIAL

is the corporate seal of said company and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said company.

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

Jean Stein

Jean Stein
Notary Public, State of New York
No. 24-3826525
Qualified in Kings County
Commission expires: June 30, 1989
Residing at Brooklyn, New York

[SEAL]

STATE OF NEW YORK)
County of New York) ss.

On this eighteenth day of April, 1989, before me, Jean Stein, a Notary Public in and for the State of New York, personally appeared C.J. HEINZELMANN, known to me to be the individual described in and who executed the foregoing instrument, and being duly sworn acknowledged that he executed this instrument as his free and voluntary act and deed.

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

Jean Stein

Jean Stein
Notary Public, State of New York
No. 24-3826525
Qualified in Kings County
Commission expires: June 30, 1989
Residing at Brooklyn, New York

[SEAL]

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PLATED VERIFIED
ENTERED MICROFILMED

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DOUG CROFTS
DEPUTY *Sherry Blumer*

MAY 8 8 23 AM '89

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Pacific Power & Light Co.

