

POSTED  UNPOSTED   
ENTERED  MICROFILMED  111

75400  
1078672

INDEXED  
FILED  
MAY 16 9 34 AM '89

PACIFICORP  
(An Oregon Corporation)

*Shirley Blum*  
*Pacific Power & Light Company*

TO

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK  
(A New York Corporation)

As Trustee under PacificCorp's  
Mortgage and Deed of Trust,  
Dated as of January 9, 1989

82-1550 REC-2841

FIRST SUPPLEMENTAL INDENTURE

Dated as of March 31, 1989

This Instrument Grants a Security Interest  
By a Transmitting Utility

This Instrument Contains After-Acquired  
Property Provisions

1,8,9, 15, 18, 22

SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 31st day of March, 1989, made and entered into by and between PACIFICORP, a corporation of the State of Oregon, whose address is 851 SW Sixth Avenue, Portland, Oregon 97204 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, whose address is 30 West Broadway, New York, New York 10015 (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of January 9, 1989 (hereinafter called the "Mortgage"), executed and delivered by PacificCorp to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "First Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage was or is to be recorded in the official records of the States of California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this First Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage the 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, made or constructed and intended to be subject to the Lien thereof; and

WHEREAS, the Company has heretofore executed no indenture supplemental to the Mortgage; and

WHEREAS, the holder of the Outstanding first mortgage and collateral trust bonds of the First Series issued under the Mortgage has consented to the amendments to the Mortgage contained in this First Supplemental Indenture; 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, the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds entitled and designated First Mortgage and Collateral Trust Bonds, of the series and in the principal amounts as follows:

1560 2842

<u>Series</u>	<u>Due Date</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Amount Outstanding</u>
First - 10.45%	1/9/90	\$500,000	\$500,000

and

WHEREAS, Section 2.03 of the Mortgage provides that the form or forms, terms and conditions of and other matters not inconsistent with the provisions of the Mortgage, in connection with each series of bonds (other than the First Series) issued thereunder, shall be established in or pursuant to one or more Resolutions and/or shall be established in one or more indentures supplemental to the Mortgage, prior to the initial issuance of bonds of such series; and

WHEREAS, Section 22.04 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, restrictions or provisions 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 (in lieu of establishment in or pursuant to Resolution in accordance with Section 2.03 of the Mortgage) establish the forms, terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed by the Company; and

WHEREAS, the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 22.04 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 First Supplemental Indenture, and the terms of the bonds of the Second Series hereinafter referred to, have been duly authorized by the Board of Directors in or pursuant to appropriate Resolutions;

BOOK 1580 PAGE 2843

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That PACIFICORP, an Oregon corporation, in consideration of the premises and of good and valuable consideration to it duly paid by the Trustee at or before the enrolling and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and in order 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 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 after-acquired property, hereby mortgages, pledges and grants a security interest in (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successor or successors in said trust, and to said Trustee and its successors and assigns forever, all properties of the Company real, personal and mixed acquired by the Company after the date of the Mortgage, subject to the provisions of Section 18.03 of the Mortgage, of any kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of Section 18.03 of the Mortgage, 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 Articles IV and V hereof, and including (without limitation) 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; all power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, 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 and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air-conditioning systems and equipment incidental thereto, water wheels, water works, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbogenerator units), motors, electrical, gas

Nov 1560 File 2844

and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment and all other fixtures and personalty; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith and (except as herein or in the Mortgage 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 described;

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes 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 13.01 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 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 18.03 of the Mortgage, 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 mortgaged and pledged hereby 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 mortgaged hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter mortgaged or pledged hereunder, nor is a security interest therein hereby granted or intended to be granted, and the same are hereby expressly excepted from the Lien and operation of the Mortgage, 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, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual

BOOK 1560 PAGE 2845

course of business or for the purpose of repairing or replacing (in whole or part) any rolling stock, buses, motor coaches, automobiles or other vehicles or aircraft or boats, ships or other vessels, and any fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft; boats, ships and other vessels; all crops (both growing and harvested), timber (both growing and harvested), minerals (both in place and severed), and mineral rights and royalties; (3) bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (5) electric energy, gas, water, steam, ice and other materials, forms of energy or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; (6) any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; (7) the Company's franchise to be a corporation; (8) any interest (as leases, owner or otherwise) in the Wyodak Facility, including, without limitation, any equipment, parts, improvements, substitutions, replacements or other property relating thereto; (9) all properties that PacifiCorp, a Maine corporation, and/or Utah Power & Light Company, a Utah corporation, had contracted to dispose of and that had been released from the liens of the Pacific Mortgage and the Utah Mortgage, respectively, prior to the date of the Mortgage, but title to which properties had not passed to the grantee(s) thereof as of said date; and (10) any property heretofore released pursuant to any provision of the Mortgage and not heretofore disposed of by the Company; 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 the Trustee or a receiver for the Trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XV of the Mortgage by reason of the occurrence of a Default;

AND PROVIDED FURTHER, that as to any property of the Company that, pursuant to the after-acquired property provisions thereof, is now or hereafter becomes subject to the lien of a mortgage, deed of trust or similar indenture that is now or may in accordance with the Mortgage hereafter become

designated as a Class "A" Mortgage, the Lien hereof shall at all times be junior and subordinate to the lien of such Class "A" Mortgage;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged and pledged, or in which a security interest has been granted by the Company as aforesaid, or intended so to be (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and its 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 First 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 Trustee and the beneficiaries of the trust with respect to said property, and to the Trustee and its successor or 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 Trustee by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

#### ARTICLE I.

#### SECOND SERIES OF BONDS.

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series A" (herein sometimes referred to as the Second Series), each of which shall also bear the descriptive title "First Mortgage and Collateral Trust Bond," and the form thereof, which shall be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Second Series shall mature on such date or dates not less than nine months nor more than 30 years from the date of issue as shall be set forth in or determined in

NEW 1560 PAGE 2847

accordance with a Resolution filed with the Trustee and shall be issued as fully registered bonds in the denomination of One Hundred Thousand Dollars and, at the option of the Company, in any multiple or multiples of Two Thousand Dollars in excess of One Hundred Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof).

The Company reserves the right to establish, at any time, by or pursuant to a Resolution filed with the Trustee, a form of coupon bond, and of appurtenant coupons, for the Second Series and to provide for exchangeability of such coupon bonds with the bonds of the Second Series issued hereunder in full registered form and to make all appropriate provisions for such purpose.

(II) Bonds of the Second Series shall bear interest at such rate or rates (which may either be fixed or variable), payable on such dates, and have such other terms and provisions not inconsistent with the Mortgage as may be set forth in or determined in accordance with a Resolution filed with the Trustee. Bonds of the Second Series shall be dated and shall accrue interest as in Section 2.06 of the Mortgage provided.

Interest payable on any bond of the Second Series and punctually paid or duly provided for on any interest payment date for such bond will be paid to the person in whose name the bond is registered at the close of business on the Record Date (as hereinafter specified) for such bond next preceding such interest payment date; provided, however, that the first payment of interest on any bond with an Issue Date (as hereinafter specified) between a Record Date and an interest payment date or on an interest payment date will be made on such interest payment date to the person in whose name the bond is initially issued; provided, further, that interest payable at maturity or upon earlier redemption will be payable to the person to whom principal shall be payable. The "Record Date" with respect to bonds of the Second Series of a designated interest rate and maturity shall be determined by or in accordance with a Resolution filed with the Trustee. "Issue Date" with respect to bonds of the Second Series of a designated interest rate and maturity shall mean the date of first authentication of bonds of such designated interest rate and maturity.

(A) Any interest on any bond of the Second Series which is payable but is not punctually paid or duly provided for, on any interest payment date for such bond (herein called "Defaulted Interest"), shall forthwith cease to be payable to the registered owner on the relevant Record Date for the payment of such interest solely by virtue of such owner having been such owner; and such Defaulted Interest may be paid by the



Company, at its election in each case, as provided in subsection (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest on the bonds of the Second Series to the persons in whose names such bonds are registered at the close of business on a Special Record Date (as hereinafter defined) for the payment of such Defaulted Interest, which shall be fixed in the following manner: The Company shall, at least 30 days prior to the proposed date of payment, notify the Trustee in writing (signed by an Authorized Financial Officer of the Company) of the amount of Defaulted Interest proposed to be paid on each bond of the Second Series and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Mortgaged and Pledged Property. Thereupon, the Trustee shall fix a record date (herein referred to as a "Special Record Date") for the payment of such Defaulted Interest which date shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner of a bond of the Second Series at his address as it appears in the bond register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the bonds of the Second Series are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following subsection (ii).

(ii) The Company may make payment of any Defaulted Interest on the bonds of the Second Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this subsection, such payment shall be deemed practicable by the Trustee.

FORM 1560 PAGE 2849

Subject to the foregoing provisions of this Section, each bond of the Second Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(III) The principal of and interest on each bond of the Second Series 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 or in such other currency or currency unit as shall be determined by or in accordance with a Resolution filed with the Trustee.

(IV) Each bond of the Second Series may be redeemable prior to maturity at the option of the Company, as determined by or in accordance with a Resolution filed with the Trustee. The Company may redeem any of the bonds of the Second Series which are redeemable and remain outstanding either in whole or from time to time in part, upon not less than 30 nor more than 60 days' notice in accordance with Section 12.02 of the Mortgage.

(V) At the option of the registered owner, any bonds of the 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, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

(VI) Bonds of the Second Series shall be transferable, 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 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 2.08 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 Second Series.

(VII) After the execution and delivery of this First Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this First Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Second Series in an aggregate principal amount of up to Two Hundred Fifty Million Dollars

BOOK 1560 PAGE 2850

(9250,000,000). Bonds of the Second Series shall be issued pro rata on the basis of Class "A" Bonds of the Forty-eighth Series, designated "First Mortgage Bond Medium-Term Notes, Series A," issued under each of the Utah Mortgage and the Pacific Mortgage and delivered to the Trustee. The claim of the registered owner of any such Class "A" Bond shall be limited to the principal amount of the bonds of the Second Series issued and Outstanding on the basis of such Class "A" Bond.

(VIII) Upon receipt by the Trustee from time to time of a written request or requests (stating that the Trustee holds an aggregate principal amount of Class "A" Bonds of the Forty-eighth Series, designated "First Mortgage Bond Medium-Term Notes, Series A," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Second Series then Outstanding and stating the amount of such excess and the principal amount of any such Class "A" Bonds to be cancelled) executed by an Authorized Executive Officer of the Company, the Trustee shall return to the trustee under the Utah Mortgage or trustee under the Pacific Mortgage, as the case may be, for cancellation, a principal amount of Class "A" Bonds issued in the name of and held by the Trustee with respect to bonds of the Second Series not to exceed the excess of the principal amount of such Class "A" Bonds then so held over the principal amount of bonds of the Second Series then Outstanding. Upon cancellation of any such principal amount of Class "A" Bonds, the Trustee shall receive from the trustee under the Utah Mortgage or trustee under the Pacific Mortgage, as the case may be, a Class "A" Bond in the principal amount not so cancelled.

(IX) The Trustee shall, within 30 days after any due date for the payment of interest or principal on bonds of the Second Series with respect to which due date full payment has not been made, notify in writing (signed by the President, a Vice President, an Assistant Vice President or a Trust Officer) the trustees under each of the Utah Mortgage and Pacific Mortgage that interest or principal due and payable on such bonds has not been fully paid and the amount of funds required to make such payment. If after such notice is given the Company cures the nonpayment within the cure period permitted in the Mortgage, the Trustee shall, as soon as practicable, notify the trustees under the Utah Mortgage and Pacific Mortgage of such cure.

BOOK 1560 PAGE 2851

ARTICLE II.

AMENDMENT OF  
ARTICLE II OF THE MORTGAGE.

SECTION 2.01. Article II of the Mortgage is hereby amended to add a Section 2.14 which shall read as follows:

"SECTION 2.14. Notwithstanding anything herein to the contrary, bonds of any series that the Board of Directors has by or pursuant to Resolution authorized to be issued from time to time, the terms of which may vary among bonds of such series to the extent permitted herein, shall be authenticated and delivered hereunder by the Trustee, from time to time, upon the receipt of (i) the written order or orders of the Company required by such Article hereof as shall be applicable to the issuance of bonds of such series or, to the extent applicable, the issuance instructions pursuant to the automated issuance system described in Section 2.15 hereof, and (ii) the other documents required by such Article for the issuance of bonds of such series, which documents shall be delivered prior only to the first issuance of bonds of such series, except that the Company shall deliver a new Net Earning Certificate to the Trustee if the Net Earning Certificate held by the Trustee at the time that bonds of any such series are to be issued does not reflect the Adjusted Net Earnings of the Company for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the first day of the month in which the written order or automated issuance instructions are delivered to the Trustee in connection with such issuance."

SECTION 2.02. Article II of the Mortgage is hereby amended to add a Section 2.15 which shall read as follows:

"SECTION 2.15. If a Resolution, any action taken pursuant to a Resolution or any indenture supplemental hereto establishing the terms of bonds of any series shall specify that the automated issuance system described in this Section shall be available for the bonds of such series, all completion and issuance instructions for the bonds of such series shall be given by an authorized representative of the Company named as such in an Officers' Certificate (an "Authorized Representative") through computer timesharing facilities entered as prescribed in the user documentation provided by the Trustee, such computer timesharing facilities being herein called the "MPI System," or telephone or facsimile transmission or other writing, if the MPI System is inoperative. All instructions must be received by the Trustee not later than 3:00 p.m. New York City time on the Business Day next preceding the delivery date of each bond. All instructions shall include with respect to each such bond the

BOND 1550 PAGE 2852

following information (and such additional information as the Company and the Trustee may from time to time agree to include) to the extent applicable to such bond:

- (a) name in which the bond is to be registered (the "Registered Owner");
- (b) address of the Registered Owner and address for the payment of principal and interest, if different;
- (c) taxpayer identification number of the Registered Owner;
- (d) principal amount;
- (e) settlement date;
- (f) issue price (including currency);
- (g) fixed interest rate, or if not fixed, to the extent applicable, interest rate basis, initial interest rate (if known at such time), spread or spread multiplier, interest reset dates, interest payment dates, index maturity, maximum and minimum interest rates, interest payment periods and interest reset dates;
- (h) maturity date;
- (i) initial redemption date, initial redemption premium and annual redemption premium reduction; and
- (j) name of placement agent and such agent's commission.

Upon receipt of such instructions and following authentication of such bonds, the Trustee shall deliver such bonds to any placement agent designated by the Company or its designated consignee located south of Canal Street in the Borough of Manhattan in The City of New York, which delivery shall be against receipt for payment in immediately available funds, as herein provided, or as otherwise provided in such instructions. Although the Trustee may be instructed to deliver bonds against payment in immediately available funds, delivery of the bonds, in accordance with the custom prevailing in the market, may be made before actual receipt of payment. Therefore, once the Trustee has delivered bonds to any placement agent or its designated consignee, the Company shall bear the risk that such placement agent or such designated consignee fails to remit payment for the bonds or return same to the Trustee. Each delivery of bonds hereunder shall be subject to the rules of the New York Clearing House in effect at the time of such delivery. Telephone instructions given to the Trustee may be

BOOK 1560 PAGE 2853

electronically voice-recorded by the Trustee and such recording is hereby consented to. Should any discrepancy develop with respect to such telephonic instructions, the instructions as recorded and understood by the Trustee will be deemed the controlling and proper instructions. The Trustee shall incur no liability to the Company in acting hereunder upon electronic, telephonic or other instructions contemplated hereby which the Trustee believed in good faith to have been given by an Authorized Representative. The MPI System timesharing facilities, which may be utilized by the Company and the Trustee in the issuance of bonds, may be furnished by a contractor selected by the Trustee. All such facilities are supplied to the Company "AS IS," WITHOUT WARRANTY by the Trustee or any contractor. The Company hereby waives any claims it may have against the Trustee or any contractor arising out of such timesharing facilities. The Company agrees to indemnify, defend and save harmless the Trustee and any such contractor from all loss, liability or expense incurred by the Trustee or any such contractor in connection with the Company's use of such time-sharing facilities in giving MPI instructions hereunder, except to the extent they are caused by the gross negligence or willful misconduct of the Trustee or any such contractor."

### ARTICLE III.

#### MISCELLANEOUS PROVISIONS.

SECTION 3.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Second Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 3.02. The terms defined in the Mortgage shall, for all purposes of this First Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 3.03. The Trustee hereby accepts the trusts hereby declared, provided, created or supplemented, and agrees to perform the same upon the terms and conditions herein and in the Mortgage, as hereby supplemented, set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XIX of the Mortgage shall apply to and form part of this First 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 First Supplemental Indenture.

SECTION 3.04. Whenever in this First Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVIII and XIX of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, 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 3.05. Nothing in this First 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 First Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this First 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 of the coupons outstanding under the Mortgage.

SECTION 3.06. This First Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

ARTICLE IV.

SPECIFIC DESCRIPTION OF PROPERTY.

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Pacific Power & Light Company Division of the Company's electric utility systems or for other purposes, as hereinafter indicated, respectively:

A -- HYDROELECTRIC GENERATING PLANTS

(None described herein)

BOM 1560 MAR 28 55

B -- STEAM ELECTRIC GENERATING PLANTS

B-14--Centralia Coal Mine Properties

An undivided one-half (1/2) interest of the Company, as a tenant in common with another, in and to the following lands used in connection with the Centralia mine and coal preparation facilities in Lewis and Thurston Counties, state of Washington.

Lands in LEWIS County, State of WASHINGTON:

B-14 Item 9: A tract of land in Section 5, Township 14 North, Range 1 West, Willamette Meridian, described as follows:

Parcel 1: The north half of the northwest quarter, the southeast quarter of the northeast quarter, the east half of the southeast quarter, and the north half of the northeast quarter, excepting the east 12 acres being the east 396 feet of Government Lot 1, of said Section 5.

Parcel 2: The southwest quarter of the northeast quarter, and the west half of the southeast quarter, of said Section 5.

Parcel 3: The south half of the northwest quarter of said Section 5.

C--ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the state of Oregon, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-406--Dixonville 500 KV

In DOUGLAS County, State of OREGON

C-406 Item: Lands in Township 27 South, Range 4 West, Willamette Meridian:

Parcel 1: That portion of the following described property lying westerly of the west right of way line of roadways described in Recorder's No. 337904, Deed Records of Douglas County:

Beginning at the intersection of the line between Sections 6 and 7 of said Township and Range, and the

ASB 1560 PAGE 2856



easterly right of way line of the North Umpqua (County Road No. 4) Highway;

thence following said easterly right of way, southwesterly to its intersection with the westerly line of the southeast quarter of the southeast quarter of Section 12, Township 27 South, Range 5 West, W.M.;

thence south along said west line to the line between Sections 12 and 13, Township 27 South, Range 5 West, W.M., being also a point in the north line of that parcel of land conveyed to Leonard W. Bennett, described in Volume 171, Page 483, Deed Records of Douglas County;

thence following the north and east boundaries of said parcel to its intersection with aforesaid easterly right of way line of North Umpqua Highway;

thence southwesterly along said right of way line to its intersection with the north-south centerline of Section 13, Township 27 South, Range 5 West, W.M.;

thence south along said north-south centerline of said Section 13, to the line between Sections 13 and 24, said Township and Range;

thence west along said section line to its intersection with the easterly right of way line of the Dixonville-Glide (County #4B) Road;

thence south along said right of way line to its intersection with the north boundary of that parcel of land conveyed to W. R. Lancaster and W. C. and Eva Townsend as described in Volume 122, Page 311, Deed Records of Douglas County;

thence east and south along the north and east boundaries of last said parcel to the intersection of said east boundary with the north right of way line of County Road No. 17, as viewed and recorded in County Road Records Volume 2, Page 62, Records of Douglas County;

thence east along said north right of way line, to its intersection with the east boundary of the Daniel Anderson Donation Land Claim No. 47, Township 27 South, Range 4 West, W.M.;

thence north along said east boundary to its intersection with the south line of the Thomas Anderson Donation Land Claim No. 46, said Township and Range, extended westerly;

thence east along said westerly extension, to the southwest corner of said Donation Land Claim No. 46;

thence north along the west boundary of said Donation Land Claim No. 46, and the east boundary of the Leonard Bewel Donation Land Claim No. 49 to its intersection with the south boundary of the Thomas Livingston Donation Land Claim No. 48;

thence east along said south boundary and the easterly extension thereof to its intersection with

1560 PAGE 2857

line between Sections 17 and 18, Township 27 South,  
Range 4 West, W.M.;

thence north along said section line to its  
intersection with the south line of that parcel of  
land conveyed to Lloyd and Ida Collins as described in  
Volume 203, Page 22, Deed Records of Douglas County;

thence west along the south boundary thereof to the  
southwest corner and north along the west boundary  
thereof to the northwest corner thereof, being a point  
in the line between said Sections 6 and 7, Township 27  
South, Range 4 West, W.M.;

thence west along said section line to the place of  
beginning;

EXCEPT those parcels deeded to Douglas Veneer Co.,  
Recorder's Nos. 337900, 337901, 337903 and 65-12083,  
Deed Records of Douglas County;

ALSO EXCEPT that parcel deeded to Douglas Fir Plywood,  
Recorder's No. 71-6722, Records of Douglas County;

ALSO EXCEPT that parcel deeded to Pacific Power &  
Light Company, Recorder's No. 73-12422, Records of  
Douglas County;

ALSO EXCEPT that property conveyed to Douglas County  
for County Road No. 17, Recorder's No. 73-2862,  
Records of Douglas County.

Parcel 2: Beginning at a 5/8 inch iron rod with  
aluminum cap marked X-1, which is 433.48 feet north  
17' 19' 56" east of the southwest corner of Section  
18, said Township and Range;

thence north 25' 16' west 348.00 feet to a 5/8 inch  
iron rod with aluminum cap marked F-31;

thence north 85' 34' 10" east 409.79 feet to a 5/8  
inch rod with aluminum cap marked X-2;

thence south 36' 53' 47" west 433.11 feet to the  
point of beginning.

Parcel 3: Beginning at a 3/8 inch by 12 inch boat  
spike which is 1,514.68 feet north 31' 19 1/2" east of  
the southwest corner of Section 18, said Township and  
Range;

thence north 01' 02' 12" west 592.24 feet to a 5/8  
inch rod with aluminum cap marked F-29;

thence south 85' 47' 54" east 430.23 feet to a 5/8  
inch rod with aluminum cap marked F-28;

thence south 36' 43' 55" west 699.51 feet to the  
point of beginning.

BOOK 1560 PAGE 2858

**D -- ELECTRIC TRANSMISSION LINES**

(None described herein)

**E -- ELECTRIC DISTRIBUTION LINES**

(None described herein)

**F -- STEAM HEATING SYSTEMS**

(None described herein)

**G -- WATER SYSTEMS**

(None described herein)

**H -- OFFICE BUILDINGS**

(None described herein)

**I -- INTENTIONALLY NOT USED**

**J--MISCELLANEOUS REAL ESTATE**

**J-27-Lands in JACKSON County, State of OREGON**

**J-27 Item:** A tract of land in Section 21, Township 36 South, Range 1 West, Willamette Meridian, described as follows:

**Parcel 1:**

Beginning at a 1/4" iron pin at the southeast corner of Lot 6 in Block 2 of AGATE SUBDIVISION according to the official plat thereof, now of record;

thence south 89° 47' 30" east, along the south line of said Subdivision, 255.05 feet to the west line of AGATE SUBDIVISION No. 2, according to the official plat thereof, now of record;

thence south 0° 13' 00" west 152.58 feet to a 5/8" iron pin at the southwest corner of said Agate Subdivision Extension No. 2;

thence north 89° 56' 50" east, along the south line of said Agate Subdivision Extension No. 2; a distance of 250.05 feet to a 5/8" iron pin;

thence south 0° 13' 40" west 639.29 feet to a 5/8" iron pin;

thence north 88° 00' 50" west 504.58 feet to a 5/8" iron pin;

thence north 0° 10' 15" east 775.08 feet to the point of beginning.

EX-1560 ME-2859

**Parcel 2:**

Beginning at the southeast corner of Lot 1 in Block 12 of AGATE SUBDIVISION EXTENSION No. 2, according to the official plat thereof, now of record;  
thence north 89° 56' 50" east, along the south line of said Subdivision, 500.10 feet;  
thence south 0° 13' 10" west 657.10 feet to a 5/8" iron pin;  
thence north 88° 00' 50" west 500.42 feet to a 5/8" iron pin;  
thence north 0° 13' 40" east 639.29 feet to the point of beginning.

**Parcel 3:**

Beginning at the southeast corner of Block 12 of AGATE SUBDIVISION EXTENSION NO. 2, according to the official plat thereof, now of record;  
thence south 89° 56' 50" west, along the south line of said Subdivision, 359.46 feet to a 5/8" iron pin;  
thence south 0° 13' 10" west, 657.10 feet to a 5/8" iron pin;  
thence south 88° 00' 50" east 362.75 feet to a 5/8" iron pin on the southerly projection of the west line of Lake View Drive;  
thence north 0° 02' 50" west 670.0 feet to the point of beginning;

EXCEPTING THEREFROM that portion conveyed to the State of Oregon (by and through its State Highway Commission) by Deed recorded as No. 68-10763 of the Official Records of Jackson County, Oregon.

J-28 Item: A tract of land in Section 20, Township 35 South, Range 2 West, Willamette Meridian, described as:

Lot Five, Block Three of Sams Valley Park Subdivision.

**ARTICLE V.**

**SPECIFIC DESCRIPTION OF PROPERTY.**

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Utah Power & Light Company Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

**PARAGRAPH ONE**

**Electric Generating Plants**

(None described herein)

BOOK 1560 PAGE 2860

PARAGRAPH TWO

*Substations, Switchyards and Switchracks*

The electric substations, switchyards and switchracks of the Company and all lands of the Company upon which the same are situated, including the following described property within the State of Utah:

BOX ELDER COUNTY Ben Lowond 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 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

Box 1560 Mar 28 61

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      West 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.

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 Tschaggany 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 & Erma and recorded as instrument no. 3522098 in book 5199, page 839 in the records of the county recorder of said county.

BOOK 1560 PAGE 2862

**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 8508, 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.

**SANPETE COUNTY Pinecreek Substation U2S00002**

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.

**SUNMIT 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, Eimer 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

NOTE 1560 PAGE 2863

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.

TOOLE 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 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 THREE

Transmission Lines

Camp Williams-Four Corners 345 Kv Line

A 345 kv, suspension type insulator, single circuit, double wood pole "U" frame type transmission line in Salt Lake, Utah, Juab, Sanpete, Emery, Grand and San Juan Counties, Utah, Montazuma County, Colorado and San Juan County, New Mexico, extending from the Company's Camp Williams Substation in a southeasterly direction to the Four Corners Steam Plant Switchrack in San Juan County, New Mexico. Department of the Interior, Bureau of Indian Affairs Grant of Easement for Right-of-Way (Navajo Tribal Lands, Counties of San Juan, States of Utah and New Mexico), issued May 6, 1970.

PARAGRAPH FOUR

Distribution Lines and Systems

(None described herein)

PARAGRAPH FIVE

Telephone Lines

(None described herein)



**PARAGRAPH SIX**

**Federal Licenses and Rights of Way**

(None described herein)

**PARAGRAPH SEVEN**

**Franchises**

(None described herein)

**PARAGRAPH EIGHT**

**Bear Lake Reservoir**

(None described herein)

**PARAGRAPH NINE**

**Steam Heat Property**

(None described herein)

**PARAGRAPH TEN**

**Miscellaneous Property**

*Miscellaneous lands and rights and interests in lands of the Company, 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 Lownd - 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.

BOX 1560 ME 2865

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.

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 Iona 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 Lomond - 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 Lomond - 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

BOOK 1560 PAGE 2866

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 Lomond - 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, 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 fence line, thence S.0°24'07" E. 495.93 feet to an existing fence line, 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.

BOOK 1560 PAGE 2867

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.

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.

BOOK 1560 PAGE 2868

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. 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.

BOOK 1560 PAGE 2869 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.

DAVIS COUNTY

Ben Lomond - 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 N. and recorded as instrument no. 475004 in book 672, page 256 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - 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 N. and recorded as instrument no. 475004 in book 672, page 256 in the records of the county recorder of said county.

DAVIS COUNTY

Ben Lomond - 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 Lomond - 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 Lomond - 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

BOOK 1560 PAGE 2870

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 468.08 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.

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. &

BOOK 1560 PAGE 2871

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.

ENERY COUNTY

Nine Work Training Center, Huntington

UR00034

w1/2 w1/2 SW1/4 SE1/4 Sec. 9 T. 17 S R. 9 E SIM 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.

IRON COUNTY

UI00026

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.

BOOK 1560 PAGE 2872



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 283 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 S.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. 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,

BOOK 1560 PAGE 2873

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.

SALE 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 Dimond, 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 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.

8001560 ME2874

**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.

**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, 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 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

BOOK 1560 PAGE 2875

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 U1S00003**

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. V-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 U1S00005**

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 UU00010**

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. 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

BOOK 1560 PAGE 2876

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.

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

BOOK 1550 PAGE 2877

land acquired by deed dated May 5, 1978 from Sumsion, 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.

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 N.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.

APR 15 60 PM 2 28 78

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 Nuntington-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 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 Nuntington-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 936.25 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 Backstead, Kerry Max & Lavana Pae and recorded as instrument no. 7774 in book 1625, page 39 in the records of the county recorder of said county.

NEBER COUNTY Ben Lomond - Terminal 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.

BOOK 1560 PAGE 2679

08-051-0059-0122

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line U3W00036

09-071-0066 X  
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

09-071-0068 X  
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 S0°08' W. 592 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.; Schoonfeld, Eleanor Zaugg; Duersch, Merl 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

15-009-0008 X  
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

15-043-0045 X  
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 835 in the records of the county recorder of said county.

BOOK 1560 PAGE 2880

WEBER COUNTY Ben Lomond - Terminal 345 Kv Line U3W00190

15-076-0082 X  
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

22-065-0008 X

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 SIM being land acquired by deed dated September 26, 1979 from Rogers, Lehl 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

22-066-0012 X

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 SIM being land acquired by deed dated November 14, 1979 from Goodenough, Howard G. & Battie 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

19-038-0061, 0063 X

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

15-009-0002, 19-038-0065 X

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.

running course

SEC 1560 REC 2861

01-010-0000

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.

IN WITNESS WHEREOF, PacificCorp has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by an Authorized Executive Officer of the Company, and its corporate seal to be attested to 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 one of its Trust Officers, and its corporate seal to be attested to by one of its Assistant Secretaries, all as of the day and year first above written.

[SEAL]

PACIFICORP

By [Signature]  
Vice President and Treasurer

Attest:

[Signature]  
Assistant Secretary

[SEAL]

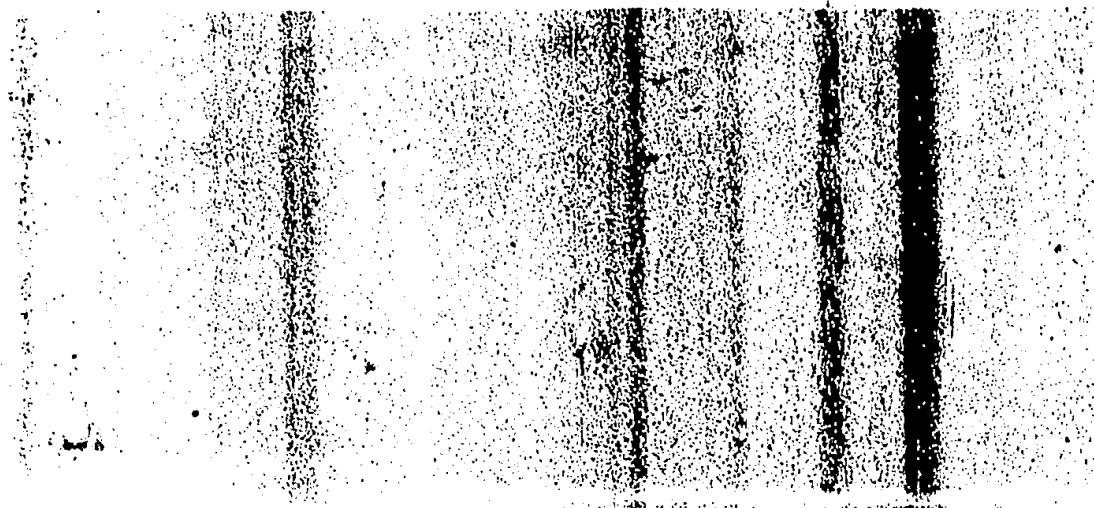
MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK, As Trustee

By [Signature]  
Vice President

Attest:

[Signature]  
Assistant Secretary

BOOK 1550 PAGE 2092



STATE OF OREGON )  
 ) ss:  
COUNTY OF MULTNOMAH )

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. LANZ and JOHN M. SCHWEITZER, known to me to be a Vice President and an Assistant Secretary, respectively, of PacificCorp, 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 hereunder set my hand and official seal the day and year first above written.

[SEAL]

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

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On this eighteenth day of April, 1989, before me, SIMONE G. VINOCOUR, a Notary Public in and for the State of New York, personally appeared R.E. SPARROW and W.A. SPOONER, known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York 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 hereunder set my hand and official seal the day and year first above written.

[SEAL]

*Simone G. Vinocour*  
Simone G. Vinocour  
Notary Public, State of New York  
No. 31-4938491  
Qualified in New York County  
Commission expires: November 7, 1990  
Residing at Jersey City, New Jersey

5001560 PAGE 2883

