

80.0000 MAP #SW-

LEGAL:

The South Half of the Southwest Quarter (S 1/2 SW 1/4) of Section 24, Township 21 North, Range 101 West of the 6th P.M., Sweetwater County, Wyoming.

Excepting and Reserving to the United States:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890, 43 U.S.C. 945; and 2. All the oil and gas deposits in the land so patented.

WYSW-0000

452.5400 MAP #SW-23

LEGAL:

Section 3, Township 20 North, Range 101 West of the 6th P.M., Sweetwater County, Wyoming.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns, forever, all minerals and all mineral rights of every king and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by the Grantees, their successors or assigns; PROVIDED that grantor, its successors and assigns, shall not explore for, remove or dispose of oil and gas except, after first obtaining Grantee's written consent, by drilling, operating and maintaining oil and gas wells and necessary drilling and production equipment at certain drill site locations on the demised premises more particularly described as follows, to wit:

Three parcels of land situate in Section 3, Township 20 North, Range 101 West of the Sixth Principal Meridian, near Point of Rocks, Sweetwater County, Wyoming, bounded and described as follows:

Parcel 1

Commencing at the northeast corner of said Section 3;

thence southerly along the east line of said Section 3 a distance of 560 feet to a point;

thence westerly along a line which forms an angle of 900 00' with the last described line a distance of 510 feet to the true point of beginning;

thence continuing west along the prolongation of the last described line a distance of 300 feet to a point;

thence southerly along a line which forms an angle of 900 00' with the last described line a distance of 200 feet to a point;

thence easterly along a line which forms an angle of $90\emptyset~00^{\circ}$ with the last described line a distance of 300 feet to a point;

thence northerly along a line which forms an angle of $90\emptyset~00'$ with the last described line a distance of 200 feet to the true point of beginning.

Parcel 2

Commencing at the northwest corner of said Section 3;

' thence southerly along the west line of said Section 3 a distance of 560 feet to a point;

thence easterly along a line which forms an angle of 900 00' with the last described line a distance of 510 feet to the true point of beginning;

thence continuing east along the prolongation of the last described line a distance of 300 feet to a point;

thence southerly along a line which forms an angle of $90\emptyset~00'$ with the last described line a distance of 200 feet to a point;

thence westerly along a line which forms an angle of $90\emptyset~00^{\circ}$ with the last described line a distance of 300 feet to a point;

thence northerly along a line which forms an angle of 900 00' with the last described line a distance of 200 feet to the true point of beginning.

Parcel 3

Commencing at the southeast corner of said Section 3; thence northerly along the east line of said Section 3 a distance of 560 feet

to a point;

thence westerly along a line which forms an angle of $900\,$ 00' with the last described line a distance of 510 feet to the true point of beginning;

thence continuing west along the prolongation of the last described line a distance of 300 feet to a point;

thence easterly along a line which forms an angle of $90\emptyset~00$ ' with the last described line a distance of 300 feet to a point;

thence southerly along a line which forms an angle of 9000' with the last described line a distance of 200 feet to the true point of beginning.

Said three parcels containing an area of 4.132 acres.

REMARKS:

Pacific Power & Light Company owns an undivided two-thirds interest and Idaho Power Company owns an undivided one-third interest in the above described property.

PS-1934 Right of Way easement dated August 20, 1973, in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY for placement of a buried cable.

PS- (PD-27-WY-53) Bargain and Sale Deed dated February 7, 1975 from PACIFIC POWER & LIGHT COMPANY to PACIFIC MINERALS, INC. (conveys 2/3 interest) and Recorded March 6, 1975 in Book 567, pages 108-109 No. 463070.

PS- (PD-27-WY-53) Bargain and Sale Deed dated March 3, 1975 from IDAHO POWER COMPANY to IDAHO ENERGY RESOURCES CO. (conveys 1/3 interest) and Recorded March 6, 1975 in Book 567, Pages 110 and 111, No. 463071.

PS- (PD-27-WY-53) Bargain and Sale Deed dated February 7, 1975 from PACIFIC MINERALS to BRIDGER COAL COMPANY, a joint venture consisting of Pacific Minerals, Inc. and Idaho Energy Resources Co., (conveys 2/3 interest) and recorded March 6, 1975 in Book 567, Pages 112-113, No. 463072.

M-3420.13 (PD-27-WY-53) Bargain and Sale Deed dated March 3, 1975 from IDAHO ENERGY RESOURCES CO. to BRIDGER COAL COMPANY, a joint venture consisting of Pacific Minerals, Inc. and Idaho Energy Resources Co., (conveys 1/3 interest) and Recorded March 6, 1975 in Book 567, Pages 114-115 No. 463073.

M-3420.13 (PD-27-WY-69) Right of Way Easement dated May 19, 1977 from PACIFIC POWER & LIGHT COMPANY in favor of BRIDGER COAL COMPANY, and Recorded May 25, 1977 in Book 651, Pages 335-7, No. 731937.

M-3420.13 (PD-27-WY-76) Warranty Deed dated January 14, 1982 from PACIFIC POWER & LIGHT COMPANY (2/3 interest) and IDAHO POWER COMPANY (1/3 interest) in favor of BRIDGER COAL COMPANY, a joint venture consisting of Pacific Minerals, Inc. & Idaho Energy Resources, recorded April 13, 1982 at Book 729, Pages 729, Pages 903-4.

(PD-13-WY-247) Road Easement dated May 28, 1985 in favor of Sweetwater County, Wyoming and recorded as instrument No. 0957086 on August 12, 1985 in Book 764, Pages 1994-1995 in Sweetwater County, Wyoming.

WYSW-0028

UIC W DEPARTMENT DOCUL NT NO. 1-1585 Page 1 L.C. Deed No. 6948 L.C. Sale No. 6861-F UPLRC Audit No. 20010

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WARRANTY DEED

THIS DEED, made this 15th day of December, 1975, between UNION PACIFIC LAND RESOURCES CORPORATION, a corporation of the State of Utah, Grantor, and PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, and IDAHO POWER COMPANY, a corporation of the State of Maine, whose address is 920 S. W. 6th Avenue, Portland, Oregon 97204, Grantees;

WITNESSETH, that the said Grantor, for and inconsideration of the sum of THREE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$320,000.00) to it paid by the Grantees, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto PACIFIC POWER & LIGHT COMPANY an undivided two-thirds interest and unto IDAHO POWER COMPANY an undivided one-third interest, as tenants in common, in the following described real estate situate in the County of Sweetwater, State of Wyoming:

South half, south half of the northwest quarter, and southwest quarter of the northeast quarter of Section 25; and north half of the southeast quarter, southeast quarter of the southeast quarter, and south half of the northeast quarter of Section 35; all in Township 21
North, Range 101 West of the Sixth Principal 101
Meridian in Sweetwater County, State of Wyoming.

EXCEPTING from this grant and RESERVING unto the Grantor, its successors and assigns forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods and at any time or times suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands hereby conveyed except as hereinafter reserved and The Grantor also reserves to itself, its successors and assigns, the perpetual right to enter upon and use those certain drill site locations hereinafter described (but without entering upon, using, or in any manner damaging the surface of the remaining lands conveyed, except for the construction, maintenance and use of roadways thereover, as hereinafter provided), for the exploration for, removal and disposal of, minerals hereby excepted and reserved and minerals underlying other

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Page 5 of 24

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thence North $25^{\rm O}$ 00' East, a distance of 200 feet;

thence North 65° 50' West, a distance of 300 feet;

thence South 25° 00' West, a distance of 200 feet;

thence South 65° 50' East, a distance of 300 feet to the true point of beginning.

Parcel 2:

Commencing at the southeast corner of said Section 35;

thence westerly along the south line of said Section 35, a distance of 1900 feet to a point;

thence northerly along a line which forms an angle of 90° 00° with the last-described line, a distance of 1550 feet to the true point of beginning:

thence continuing north along the prolongation of the last-described line, a distance of 200 feet to a point;

thence westerly along a line which forms an angle of 90° 00' with the last-described line, a distance of 300 feet to a point;

thence southerly along a line which forms an angle of 90° 00' with the last-described line, a distance of 200 feet to a point;

thence easterly along a line which forms an angle of 90° 00' with the last-described line, a distance of 300 feet to the true point of beginning.

It is expressly understood and agreed that in the event Grantees, their successors and assigns, determine that use of the above-described drill site locations by Grantor, its successors and assigns, for exploration for, removal and disposal of minerals will interfere with the use of said demised premises by the Grantees, their successors and assigns, Grantees, their successors and assigns, will permit Grantor, its successors and assigns, to conduct such operations at alternate locations on the demised premises as approved in Ewriting by the Grantor, its successors and assigns, which

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approval shall not be withheld unreasonably. If Grantor, or its successors and assigns, agrees to accept an alternate drill site location, in lieu of an existing drill site location, the rights of the Grantor, its successors and assigns, with respect to the relinquished drill site location shall expire.

This deed is made SUBJECT to the following:

- All taxes and all assessments, or, if payable in installments, all installments of assessments, levied upon or assessed against the premises described herein which became or may become due and payable in the year 1975 shall bean prorated as of the date of delivery of this deed by the Grantor to the Grantees; said date being the 15th day of Alcander, 1975, and the Grantees assume and agree to pay, or to reimburse the Grantor for, if paid by it, all such taxes and assessments and installments of assessments applicable to the period subsequent to the date to of delivery of this deed and assume all taxes and all assessments and all installments of assess ments which may become due and payable after said year; provided, however, that Grantees, their successors and assigns, shall not be liable or remains sponsible for payment of any taxes, assessments of or both, attributable to, caused by or applicable ... to improvements or other facilities of Grantorometry its successors and assigns, whether presently essore existing or hereinafter installed by Grantor, itsoco successors and assigns, or on behalf of Grantor, or its successors and assigns; and
- (b) All liens, encumbrances, clouds upon, impairments of, and defects in the title created or permitted to be created by the Grantees on and after the date of delivery of this deed, and any and all restrictions and limitations imposed by public authority, and any easements, restrictions and/or outstanding rights or record, and all visible current uses for highways, roadways, and rights of way for irrigation ditches, pipelines, pole and wire lines and any right of renewal and extension of the same.

It is expressly understood that the subjacent support of the premises herein described may have been impaired by mining operations heretofore carried on beneath the surface thereof, and the sale and conveyance of said premises is upon the condition that the Grantor, its successors and assigns, shall not be liable for damages resulting therefrom.

And the said Grantor hereby covenants with the said Grantees that it is lawfully seized of said premises, that they are free from encumbrances, except as hereinbefore mentioned; and that it will warrant the title thereto against the lawful claims of all persons whomsoever, except as hereinbefore mentioned.

Pacific Power & Light Company and Idaho Power & Light Company, as Grantees, each for itself and its successors and assigns, acknowledge that the interests acquired by Grantees under this deed are for the purposes of constructing and operating an evaporation pond and associated facilities, being components of an electrical generating plant, and by acceptance hereof do hereby agree, each with the other, that for the period commencing with the date hereof and continuing so long as said electrical generating plant as originally constructed, reconstructed or added to, is used or useful for the generation of electric power and energy, or to the end of the period permitted by applicable law, whichever first occurs, to waive and they do by their joint acceptance of this deed waive the right to partitionhof said electrical generating plant or the interests acquired by Grantees under this deed, whether by partitionment inhkind or by sale and division of the proceeds thereof, and each agrees that it will not resort to an action at law or in equity to partition said electrical generating plant or the interests acquired by Grantees under this deed and each further waives the benefit of all laws that may now or hereafter authorize said partition.

IN WITNESS WHEREOF, the said UNION PACIFIC LAND RESOURCES CORPORATION has caused these presents to be signed Vice President and attested by its Assistant Secretary, by its and its corporation seal to be hereunto affixed this 154 day Allember, 1975.

In Presence of:

Attest:

(Seal)

CORPORATION

UNION PACIFIC LAND RESOURCES

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STATE OF NEBRASKA) COUNTY OF DOUGLAS)

On this 15 11 day of on this 13 11 day of ______, 1975, before me, a Notary Public in and for said County in the State aforesaid, personally appeared 1 personally known, and to me personally known to be Vine-Princed of UNION PACIFIC LAND RESOURCES CORPORATION, and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is Vine President of Union Pacific Land Resources Corporation; that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors; and the said acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires august 8, 1976.

Residing at Omaha, Jehrston

(Seal)



DAVID H. GEORGE GENERAL NOTARY State of Nebraska My Commission Expires August 8, 1976

CENTRAL FILE NO: L020/3

ER NO. 9143-03-000-1101

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PD-27-WY-56

PLANT LOCALITY NO. 517000

LAND PARCEL:

Sw-28

LOCATION:

Sweetwater County, Wyoming

ACREAGE:

640

USED FOR:

Jim Bridger Evaporation Pond

RECORD:

Warranty Deed dated December 15, 1975 from UNION PACIFIC LAND RESOURCES CORP. in favor of Pacific Power & Light Company and Idaho Power Co. and recorded December 23, 1975 in Book 599, pages 620 to 625.

DESCRIPTION:

South Half, South Half of the Northwest Quarter, and Southwest Quarter of the Northeast Quarter of Section 25; and North Half of the Southeast Quarter, Southeast Quarter of the Southeast Quarter, and South Half of the Northeast Quarter of Section 35; all in Township 21 North, Range 101 West of the Sixth Principal Meridian in Sweetwater County, State of Wyoming.

RESERVED unto the Grantor, its successors and assigns, the right to construct, maintain and use roadways upon, over and across the land hereby conveyed for ingress and egress to and from said drill site locations, all of which may be freely done at any time or times by the Grantor, its successors or assigns, without liability to the Grantees, their successors and assigns, or to any other party for compensation or damages; provided, however, that Grantor's ingress and egress hereunder shall be confined to the fullest extent practicable to existing roads now or hereafter located on the land hereby conveyed, and if Grantor is required to construct additional roads it shall do so in the manner as to cause the lease possible interference with the surface of the remaining lands conveyed.

It is expressly understood and agreed that Grantor, its successors and assigns, shall give Grantees thirty (30) days advance notice prior to commencement of exploration for, removal and disposal of minerals hereby excepted and reserved from the lands hereby conveyed and minerals underlying other lands.

CENTRAL FILE NO:

PD-27-WY-56

DESCRIPTION: (continued:

Said drill site locations are specifically described as follows, to wit:

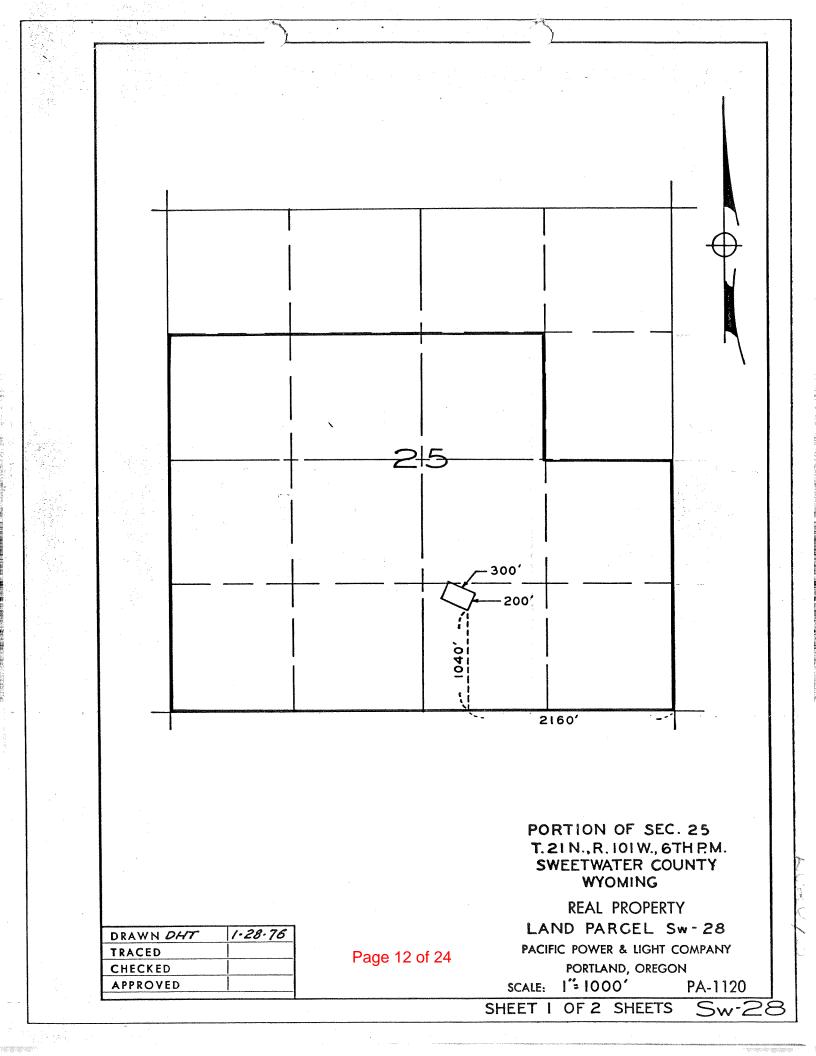
Two parcels of land, one situate in Section 25 and one situate in Section 35, both in Township 21 North, Range 101 West of the Sixth Principal Meridian, near Point of Rocks, Sweetwater County, Wyoming, bounded and described as follows:

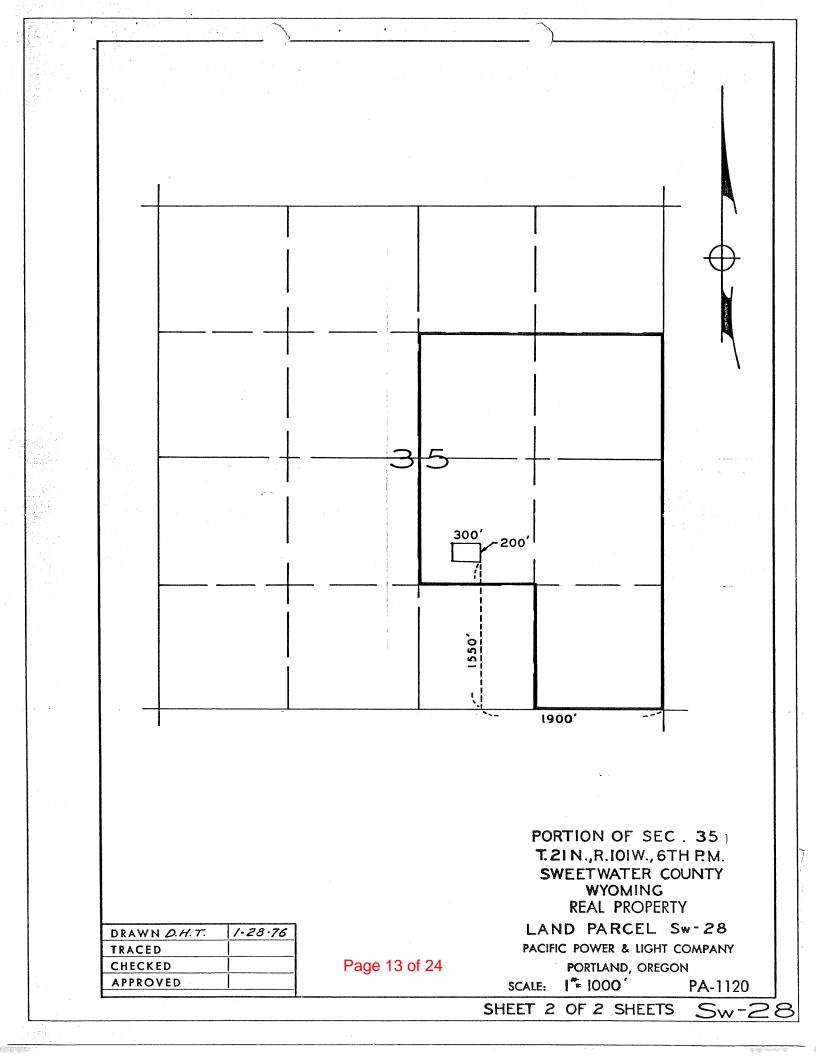
Parcel 1:

Commencing at the southeast corner of said Section 25; thence westerly along the south line of said Section 25, a distance of 2160 feet to a point; thence northerly along a line which forms an angle of 90° 00' with the last-described line, a distance of 1040 feet to the true point of beginning; thence North 25° 00' East, a distance of 200 feet; thence North 65° 50' West, a distance of 300 feet; thence South 25° 00' West, a distance of 200 feet; thence South 65° 50' East, a distance of 300 feet to the true point of beginning.

Parcel 2:

Commencing at the southeast corner of said Section 35; thence westerly along the south line of said Section 35, a distance of 1900 feet to a point; thence northerly along a line which forms a an angle of 90° 00' with the last-described line, a distance of 1550 feet to the true point of beginning; thence continuing north along the prolongation of the last-described line, a distance of 200 feet to a point; thence westerly along a line which forms an angle of 90° 00' with the last-described line, a distance of 300 feet to a point; thence southerly along a line which forms an angle of 90° 00' with the last-described line, a distance of 200 feet to a point; thence easterly along a line which forms an angle of 90° 00' with the last-described line, a distance of 300 feet to the true point of beginning.





LEGAL:

All of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4), all of the North Half of the Northeast Quarter (N 1/2 NE 1/4), the North 330 feet of the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 1/4), and also the East Half of the Northeast Quarter of the Southwest Quarter (E 1/2 NE 1/4 SW 1/4), all in Section 35, Township 21 North, Range 101 West of the Sixth P.M. in Sweetwater County, State of Wyoming.

RESERVED unto the Grantor, its successors and assigns, the right to construct, maintain and use roadways upon, over and across the land hereby conveyed for ingress and egress to and from said drill site locations, all of which may be freely done at any time or times by the Grantor, its successors or assigns, without liability to the Grantees, their successors and assigns, or to any other party for compensation or damages; provided, however, that Grantor's ingress and egress hereunder shall be confined to the fullest extent practicable to existing roads now or hereafter located on the land hereby conveyed, and if Grantor is required to construct additional roads it shall do so in the manner as to cause the least possible interference with the surface of the remaining lands conveyed.

It is expressly understood and agreed that Grantor, its successors and assigns, shall give Grantees thirty (30) days' advance notice prior to commencement of exploration for, removal and disposal of minerals hereby excepted and reserved from the lands hereby conveyed and minerals underlying other lands.

Said drill site location is specifically described as follows, to wit:

One parcel of land, situate in Section 35, Township 21 North, Range 101 West of the Sixth P.M., near Point of Rocks, Sweetwater, County, Wyoming, bounded and described as follows:

Commencing at the north quarter corner of said Section 35; Thence southerly along the north-south centerline of said Section 35, a distance of 490.0 feet;

Thence westerly along a line that forms an angle of 900 00' with the last-described line, a distance of 740.0 feet to the true point of beginning;
Thence continuing westerly along the prolongation of the last-described line, a distance of 300.0 feet;

Thence southerly along a line which forms an angle of 90ø 00' with the last-described line, a distance of 300 feet;

Thence easterly along a line which forms an angle of 9000 with the last-described line, a distance of 300 feet;

Thence northerly along a line which forms an angle of 900 00' with the last-described line, a distance of 300 feet to the true point of beginning.

280.0000 MAP #SW-35

LEGAL:

The North Half of the Northwest Quarter (N 1/2 NW 1/4), the North Half of the Northeast Quarter (N 1/2 NE 1/4) and the Southeast Quarter of the Northeast Quarter (SE 1/4 NE 1/4) of Section 25 and the East Half of the Southeast Quarter (E 1/4 SE 1/4) of Section 23, all in Township 21 North, Range 101 West of the 6th P.M., Sweetwater County, Wyoming.

REMARKS:

Minerals reserved by Rock Springs Royalty Company.

WYSW-0035

SWEETWATER SW -037 12-09-86

320.0000 MAP #SW-37

LEGAL:

The Northeast Quarter and the North Half of the Northwest Quarter of Section 27 and the West Half of the Southwest Quarter of Section 23, Township 21 North, Range 101 West, 6th P.M., Sweetwater County, Wyoming.

REMARKS:

Minerals reserved by Rock Springs Royalty Company

M-3538 (PD-27-WY-74(5) Nondevelopment agreement by and between PacifiCorp, Idaho Power Company and Rock Springs Royalty Company dated December 26, 1984. Effective date December 26, 1984 to December 25, 2009.

WYSW-0037

Form 1860-9 (January 1988)

The United States of America

To all to whom these presents shall come, Greeting:

WYW 148587

WYSW-0044

Page 1 of 6

WHEREAS Pacificorp, a Corporation authorized under the laws of Oregon, is entitled to a patent pursuant to Section 203 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1713 (2000), and the Federal Land Transaction Facilitation Act of 2000, Pub. L. No. 106-248, July 25, 2000, for the following described land:

Sixth Principal Meridian, Sweetwater County, Wyoming
T. 21 N., R. 101 W.,

sec. 24, NE/4NE/4SW/4, EI/2NW/4NE/4SW/4, EI/2SW/4NE/4SW/4, SEI/4NE/4SW/4; sec. 26, SI/2NE/4, SEI/4NW/4, EI/2SW/4, SEI/4; sec. 36, WI/2NE/4, NW/4, NI/2NE/4SW/4, EI/2SW/4NE/4SW/4, SEI/4NW/4SW/4, NE/4NW/4SW/4, NI/2NW/4SW/4, NW/4SEI/4.

The land described contains 722.5 acres.

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above named claimant the land above described, TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant, its successors and assigns, forever; and

RECORDED 8/26/2004 AT 11:50 AM REC# 1420724 BK# 1007 PG# 1034 LORETTA BAILIFF, CLERK of SWEETWATER COUNTY, WY Page 1 of 6

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EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States pursuant to the Act of August 30, 1890, 43 U.S.C. 945;

All the minerals in the lands so patented pursuant to 2. Section 209 of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1719, including, without limitation, substances subject to disposition under the general mining laws, the general mineral leasing laws, the Materials Act and the Geothermal Steam Act, and to it, or persons authorized by it, the right to prospect for, mine and remove the minerals from the same under applicable law and such regulations as the Secretary of the Interior may prescribe. This includes all necessary and incidental activities conducted in accordance with the provisions of the mining, geothermal and minerals leasing, and material disposal laws in effect at the time such activities are undertaken, including, without limitation, necessary access and exit rights, all drilling, underground, open pit or surface mining operations, storage and transportation facilities deemed necessary and authorized under law and implementing regulations; and

Patent Number <u>49-2004-0005</u>

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SUBJECT TO:

- 1. Those rights for pipeline purposes granted to
 Bridger Coal Company, its successors or assigns, by
 Right-of-Way Serial No. Wyoming 109276, under Title
 V of the Federal Land Policy and Management Act of
 1976, 43 U.S.C. 1761-1771, as to the W/NE¼ of
 section 36 in T. 21 N., R. 101 W., 6th Principal
 Meridian, Wyoming;
- 2. Those rights for road purposes for County Road 4-15

 (Nine Mile Road) and a portion of County Road 4-18

 (Superior Road), granted to Sweetwater County, its successors or assigns, by Right-of-Way Serial No.

 Wyoming 77720, under Title V of the Federal Land

 Policy and Management Act of 1976, 43 U.S.C. 1761
 1771, as to the W/NE/4 of section 36 in T. 21 N.,

 R. 101 W., 6th Principal Meridian, Wyoming;
- 3. Those rights for road purposes for County Road No.
 4-18 (Superior Road), granted to Sweetwater County,
 its successors or assigns, by Right-of-Way Serial
 No. Wyoming 82638, under Title V of the Federal Land
 Policy and Management Act of 1976, 43 U.S.C. 17611771, as to the SEMNEM of section 26 in T. 21 N.,
 R. 101 W., 6th Principal Meridian, Wyoming;

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- 4. Those rights for transmission line purposes granted to Idaho Power Company and Pacific Power & Light, its successors or assigns, by Right-of-Way Serial No. Wyoming 50181, pursuant to the Act of March 4, 1911, as amended (43 U.S.C. 961), as to the NE/ANW/4 of section 36 in T. 21 N., R. 101 W., 6th Principal Meridian, Wyoming;
- Those rights for water pipeline purposes granted to Idaho Power Company and Pacific Power & Light, its successors or assigns, by Right-of-Way Serial No. Wyoming 51082, pursuant to the Act of March 3, 1891, as amended (formerly 43 U.S.C. 946-949), as to the N½NW¼ of section 36 in T. 21 N., R. 101 W., 6th Principal Meridian, Wyoming;
- 6. Those rights for a water facility granted to Idaho
 Power Company and Pacific Power & Light, its
 successors or assigns, by Right-of-Way Serial No.
 Wyoming 62224, under Title V of the Federal Land
 Policy and Management Act of 1976, 43 U.S.C. 17611771, as to the SE%SW% and the S%SE% of section 26,
 and the NW%NW% of section 36 in T. 21 N., R. 101 W.,
 6th Principal Meridian, Wyoming; and
- 7. Those rights for effluent pipeline purposes granted to Idaho Power Company and Pacific Power & Light, its successors or assigns, by Right-of-Way Serial No. Wyoming 72960, under Title V of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1761-

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1771, as to the SE¼ of section 36 in T. 21 N., R. 101 W., 6th Principal Meridian, Wyoming;

Pursuant to the authority contained in Section 4 of Executive Order 11990 dated May 2, 1977 (42 FR 26961), and the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1713, 1718, 1719, this patent is subject to a permanent restriction which constitutes a covenant running with the land for the purpose of protecting and preserving the wetland areas. The land may not be used for the construction or placement of any buildings, structures, facilities, or other improvements, including dredging or filling, and "new construction" on the land as defined in Section 7(b) of Executive Order 11990 is prohibited. Should in the future the wetland become toxic to wildlife, an exception to this restriction could be made through consultation with the Wyoming Department of Environmental Quality, the Bureau of Land Management, and the U.S. Fish and Wildlife Service. This restriction applies to the following described land:

Sixth Principal Meridian, Sweetwater County, Wyoming
T. 21 N., R. 101 W.,

sec. 36, SE1/4SW1/4NE1/4, E1/2NW1/4SE1/4.

Unless otherwise provided by separate agreement with the surface owner, mining claimants, permittees, licensees and lessees of the United States shall reclaim disturbed areas to the extent prescribed by applicable regulations.

Patent Number <u>49-2004-0005</u>

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By purchase of this land, the patentee, pursuant to Section 714 of the Surface Mining Control and Reclamation Act, 30 U.S.C. 1304, gives its "surface owner" consent to the United States and its lessees to enter and commence surface mining operations to extract the United States' reserved coal.

All causes of action brought to enforce the rights of the surface owner under the regulations above referred to shall be instituted against mining claimants, permittees, licensees and lessees of the United States; and the United States shall not be liable for the acts or omissions of its mining claimants, permittees, licensees and lessees.

This exchange is made under Section 29 of the Act of February 25, 1920, 30 U.S.C. 186, and the Act of March 4, 1933, 30 U.S.C. 124, and the patent is issued subject to the rights of prior permittees or lessees to use so much of the surface of said land as is required for mining operations, without compensation to the patentee for damages resulting from proper mining operations.



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Patent Number 49-2004-0005

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the FIRST

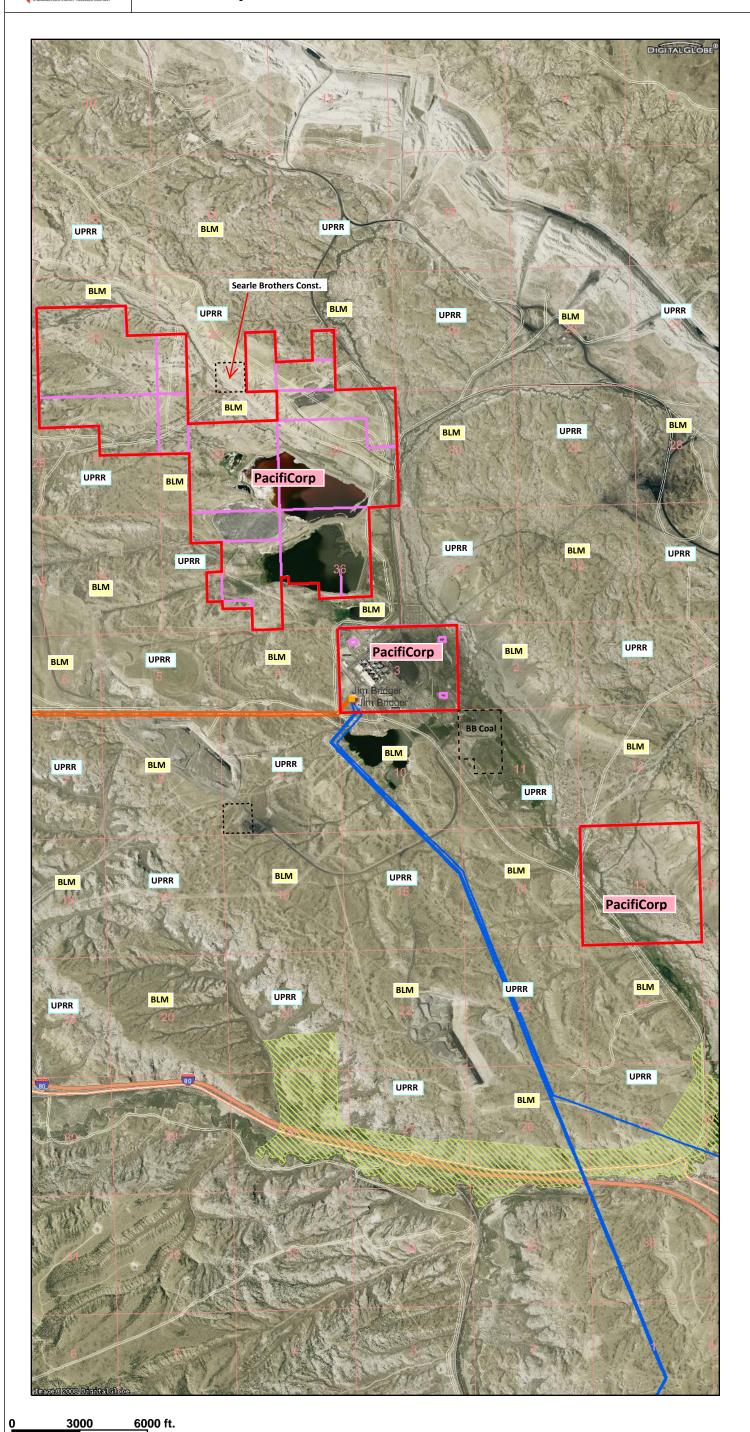
CHEYENNE, WYOMING day of JULY

in the year of our Lord two thousand and four and of the Independence of the United States the two hundred and TWENTY-EIGHTH.

TAMARA J. GERTSCH

BRANCH OF FLUID MINERALS, LANDS AND APPRAISAL

PACIFICORP PowerMap





Legend Ocean Transmission Substation Distribution Substation Circuits **Transmission Lines** ✓ 500 kV ✓ 345 kV ✓ 230 kV ✓ 161 kV √ 138 kV ✓ 115 kV ✓ 69 kV √ 57 kV ✓ 46 kV ✓ Other PacifiCorp Ownership Counties **Mapstring Sections** Sections **City Boundary** Federal Ownership Bureau of Indian Affairs Bureau of Land Management Bureau of Reclamation Department of Defence US Forest Service Fish and Wildlife Service National Park Service Other Federal Ownership ☐ States

Exhibit RMP___(CAT-2.1) **Property Ownership** Adjacent to the Jim **Bridger Steam Electric Plant**

