

Entry No. 125236  
 Indexed    
 Abstracted   
 Rec. Fee 7.00

STATE OF UTAH  
 COUNTY OF CARBON  
 Utah Power & Light Co.

GRANT OF EASEMENT

Book 135 Records  
 Page 200-204

RAISER STEEL CORPORATION, a corporation, Grantor  
 hereby grants to UTAH POWER & LIGHT COMPANY, a corporation, its  
 successors in interest and assigns and licensees, Grantee, for the sum  
 of One Dollar (\$1.00) and other variable consideration, a perpetual  
 easement and right of way for the creation and continued maintenance,  
 repair, alteration and replacement of the electric transmission, distribu-  
 tion and telephone circuits of the Grantee, and four (4) guy anchors,  
 three (3) poles, with the necessary guys, stubs, cross arms and other  
 attachments thereon, or affixed thereto, for the support of said circuits,  
 to be erected and maintained upon and across the premises of Grantor  
 in Carbon County, Utah, along a line described as follows:

- Beginning at an existing pole on the Grantor's land at a point  
 50 feet north and 1710 feet west, more or less, from the  
 east one quarter corner of Section 6, T. 12S., R. 14E.,  
 S. L. M., thence N. 63° 26' E. 22 feet, thence S. 17° 30' E.  
 247.5 feet, thence N. 67° 43' E. 1094.3 feet, thence N. 35°  
 43' E. 278.2 feet to an existing pole on said land and being  
 in the south 1/2 of the NE 1/4 of said Section 6. Except  
 from the above that portion of line over, across, and/or  
 upon Utah State Highway 123 right of way.

Along a center line described as follows:

- Beginning at an existing pole on the Grantor's land at a point  
 34 feet south and 415 feet east, more or less, from the  
 northwest corner of Section 5, T. 15 S., R. 14 E., S. L. M.,  
 thence S 63° 41' E. 228 feet on said land and being in the NW  
 1/4 of the NW 1/4 of said Section 5. Except from the above  
 that portion of line over, across, and/or upon Utah State  
 Highway 123 right of way.

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Along a center line described as follows:

- Beginning at an existing pole on the Grantor's land at a point 50 feet north and 1210 feet east, more or less, from the southwest corner of Section 17, T. 14 S., R. 14 E., S. L. M., thence N. 79° 05' W. 1022.8 feet, thence S76° 24' W. 472.2 feet on said land and being in the SW 1/4 of the SW 1/4 of said Section 17.

(TOGETHER WITH all rights of ingress and egress necessary for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and provisions incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may impede or interfere with Grantee's use, occupation or enjoyment of this easement.)

SUBJECT TO the following conditions:

1. Grantor reserves the right to pass over, under, through and along the within easement at will.
2. The facilities of Grantee described herein shall be installed by Grantee at Grantee's expense and at no cost whatever to Grantor.
3. Should Grantor at any future time require the use of all or any part of the easement granted herein, Grantee shall, upon request delivered to Grantor, the property described herein, provided, however, that in such event Grantor will grant to Grantee an easement over

other property to permit relocation of Grantee's facilities.

4. In the event the easement granted herein is abandoned or not used for its intended purpose for a period of one (1) year or more, the same shall revert to Grantor, its successors or assigns, and within ninety (90) days after receipt of notice to so do, Grantee shall remove all facilities installed in or erected upon the easement granted hereunder, and Grantor shall immediately thereafter execute and deliver to Grantor, its successors or assigns, a quitclaim deed reconveying the property described herein. Such removal of facilities and reconveyance shall be without cost to Grantor.
5. Grantee shall indemnify and hold Grantor harmless against any and all loss, damage, liability, claims, demands, or causes of action resulting from injury or harm to person or property arising out of or in any way connected with Grantee's use of the easement granted hereunder, excepting only as the same may be caused by the sole negligence of Grantor.
6. The easement herein granted is subject to conditions,

restrictions, reservations, exceptions, encumbrances, rights and easements of record and, without impairing the generality of the foregoing, is subject to Grantee's Indenture of Mortgage and Deed of Trust dated as of November 1, 1950, as heretofore or hereafter amended or supplemented.

- 7. That any one or all of the following acts by Grantee shall constitute acceptance by Grantee of the easement granted herein and all of the terms and conditions hereof as specifically herein set forth, *in-cum*:
  - a. Acceptance or delivery of this instrument.
  - b. Recording of this instrument.
  - c. Use and enjoyment of the herein granted easement and rights.

WITNESS the hand of Grantee this 21 day of September, 1952.

ATTEST:  
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 Title Assistant Secretary

KAISER STEEL CORPORATION  
 By [Signature]  
 Title Vice President - Administration

[Signature] [Signature]

FILE NO. 43310

