

From

RECONSTRUCTION FINANCE CORPORATION
Acting by and through
WAR ASSETS ADMINISTRATOR

To

GENEVA STEEL COMPANY

Water System Facilities
in Carbon County, Utah

INSTRUMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT

THIS INSTRUMENT, made this 18th day of May, 1947, between RECONSTRUCTION FINANCE CORPORATION, a corporation created under the laws of the United States (which Corporation has succeeded, pursuant to the provisions of Public Law 109, 79th Congress, approved June 30, 1946, to all rights and assets of Defense Plant Corporation, a corporation created by Reconstruction Finance Corporation pursuant to Section 5d of the Reconstruction Finance Corporation Act, as amended), acting by and through the War Assets Administrator under and pursuant to Executive Order No. 9689, dated January 31, 1946, (11 F.R. 1265) and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat. 765), as amended, and S.P.A. Regulation No. 1, as amended (10 F.R. 14064; 11 F.R. 2602; 11 F.R. 3035; 11 F.R. 408), said War Assets Administrator acting by and through John A. Loomis, Director, Legal Division, Office of Real Property Disposal, War Assets Administration, empowered and authorized so to act by Delegation of Authority effective January 14, 1947, executed by said War Assets Administrator in his capacity as a Disposal Agent, under and pursuant to the powers and authority contained in Section 8 of the said Surplus Property Act of 1944, with an office for the transaction of business in Washington, D. C., (Reconstruction Finance Corporation acting by and through the War Assets Administrator, being hereinafter called "Grantor") and GENEVA STEEL COMPANY, a Delaware corporation with its principal office located at Geneva, Utah, (hereinafter called "Grantee"),

W I T N E S S E T H :

That said Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to it well and truly paid by said Grantee at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has conveyed, assigned, transferred and quitclaimed, and by these presents does hereby convey, assign, transfer and quitclaim unto the said Grantee, and to its successors and assigns forever, the following premises, properties and facilities, comprising portions of the water system serving the Town of Dragerton, the Geneva Coal Mine and the Beehive Coke Oven Plant, located in Carbon County, State of Utah, to-wit:

Beginning at a point located North $0^{\circ} 47'$ East, 332.0 feet from the Southeast corner of the Northwest quarter of the Southwest quarter of Section 2, Township 15 South, Range 14 East, Salt Lake Base and Meridian; thence North $0^{\circ} 47'$ East, 772.25 feet; thence South $76^{\circ} 49'$ West, 402.65 feet; thence South $5^{\circ} 49'$ West, 344.29 feet; thence North $71^{\circ} 08'$ East, 493.57 feet more or less to the point of beginning, and containing 7.31 acres more or less.

EXCEPTING, however, the following water and water rights which hereby are expressly excluded from this deed:

1. Five (5) second feet of primary water right in what is locally known as the Grassy Trail Creek, in Carbon County, Utah, being that certain first 5 second feet of primary water right in said creek as awarded to George C. Whitmore by the 7th Judicial District Court Decree No. 327, dated November 7, 1917, filed for record September 23, 1920, in Book 3F, Pages 424-5, Records of Carbon County, Utah, and also Supreme Court of Utah Decree No. 3028, dated November 7, 1917.

2. All other water and water rights, surface or underground, appurtenant to or used upon said lands and premises; water and water rights represented by Claims and Applications of record in the office of the State Engineer of the State of Utah; diligence rights in water established by an owner and his or its predecessors in interest; water and water rights allowed by court decree; and all other water, water rights and water claims appurtenant or incident to the ownership or use of the above described premises and properties. The aforesaid water and water rights are conveyed by separate instrument of conveyance of even date herewith by Grantor to Grantee herein named.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining to all of the above described premises, and also all the estate, title, rights, interests, claims and demands whatsoever, as well in law as in equity, of Reconstruction Finance Corporation therein and thereto.

TOGETHER with a 20,000,000 gallon earth dike water reservoir, for storage of water, fencing, and all water pipe lines, intake and outlet structures, valves, valve boxes and all other structures, installations, equipment, facilities and improvements, and appurtenances thereto, of any kind and nature whatsoever, located only in or on the above described premises.

It is the intention of the Grantor to convey to the Grantee, its successors and assigns, all right, title and interest, excluding water rights, in the above described premises which became vested in Defense Plant Corporation and Reconstruction Finance Corporation, or either of them.

And the Grantor does hereby convey, assign and transfer unto the Grantee all of the right, title and interest of Reconstruction Finance Corporation in and to that portion of the 8 inch cast iron water pipe line connecting said 20,000,000 gallon water reservoir with water lines, (1) to the 500,000 gallon water reservoir of the Town of Dragerton, (2) to the Geneva Coal Mine and (3) to

Beginning at a point located 922.58 feet North and 386.17 feet West from the Southeast corner of the Northwest quarter of the Southwest quarter of Section 8, Township 15 South, Range 14 East, Salt Lake Base and Meridian, said point being located on the Westerly boundary of the premises and properties of said 20,000,000 gallon reservoir near Dragerton;

thence South 53° 49' West 723.08 feet; thence South 64° 22' West 309.18 feet; thence North 70° 59' West 96.1 feet; thence South 69° 45' West 197.8 feet; thence South 47° 15' West 752 feet more or less to a point of intersection with the Southerly boundary line of the Dragerton Townsite, said point being also on the Northerly right-of-way line of The Denver and Rio Grande Western Railroad Company, and said point also being located South 191.93 feet and West 811.55 feet more or less from the Southwest corner of the Northwest quarter of the Southwest quarter of said Section 8.

ALSO, the Grantor does hereby convey, assign and transfer unto the Grantee all of the right, title and interest of Reconstruction Finance Corporation in and to the following structures, equipment, facilities, improvements and appurtenances thereto, located on the property of others, to-wit:

1. 10 to 12 inch steel water pipe line and all suspension bridges, valves, valve boxes, fixtures, parts and appurtenances related thereto, from said 20,000,000 gallon water reservoir on the premises above described to a point of diversion on Grassy Trail Creek, located along a center line which is described as follows, to-wit:

Beginning at a point on the Easterly boundary of the premises above described, said point being also on the West property line of the Utah Fuel Company and which point is also on the West boundary of the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 8, T. 15 S., R. 14 E., S. L. B. & M., and which point is station 170.0 of the pipe line survey and bears 308.56 feet Southerly from the Northwest corner of said NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 8;

- Thence N 81 Deg. 11' E 350.0 feet to station 4 / 50.0;
- Thence N 79 Deg. 07' E 506.0 feet to station 9 / 56.0
which is same point as station 15 / 0.0 for line stationing ahead;
- Thence N 59 Deg. 20' E 150.0 feet to station 16 / 50.00
- Thence N 33 Deg. 20' E 240.0 feet to station 18 / 90.0;
- Thence N 77 Deg. 46' E 765.0 feet to station 26 / 55.0
which is same point as station 26 / 0.0 for line stationing ahead;
- Thence N 66 Deg. 31' E 345.0 feet to station 30 / 00 at
which point the pipeline leaves the property of Utah Fuel Company and enters the right of way of Utah State Road Commission
- Thence N 66 Deg. 31' E 500.0 feet to station 35 / 0.0;
- Thence N 70 Deg. 54' E 430.0 feet to station 39 / 30.0;
- Thence N 64 Deg. 36' E 313.0 feet to station 42 / 43.0;
- Thence N 44 Deg. 13' E 213.0 feet to station 44 / 56.0;
- Thence N 36 Deg. 05' E 712.0 feet to station 51 / 63.0
which is the intersection of the East line of Section 8, T. 15 S., R. 14 E., at 1045 feet, more or less, Southerly from the Northeast corner of said Section 8;
- Thence N. 35 Deg. 05' E 432.0 feet to station 56 / 0.0;
- Thence N 33 Deg. 35' E 336.0 feet to station 59 / 36.0;
- Thence N 33 Deg. 21' E 509.0 feet to station 64 / 46.0;
- Thence N 21 Deg. 51' E 47.0 feet to station 64 / 82.0;
which is the intersection of the South line of Section 32, T. 14 S., R. 14 E., S.L.B. & M., at 730 feet, more or less Easterly from the Southwest corner of said Section 32;
- Thence N 21 Deg. 51' E 311.0 feet to station 68 / 33.0;
- Thence N 28 Deg. 31' E 443.0 feet to station 72 / 76.0;
- Thence N 46 Deg. 41' E 324.0 feet to station 76 / 0.0;
- Thence N 58 Deg. 31' E 172.0 feet to station 77 / 72.0;
- Thence N 75 Deg. 05' E 689.0 feet to station 84 / 41.0;
- Thence N 64 Deg. 57' E 285.0 feet to station 87 / 29.0;
- Thence N 43 Deg. 08' E 235.0 feet to station 89 / 59.0;
- Thence N 13 Deg. 51' E 301.0 feet to station 92 / 90.0
at which point the pipeline leaves the right of way of Utah State Road Commission and enters the property of Utah Fuel Company;
- Thence N 13 Deg. 51' E 635.2 feet to station 98 / 85.2
at which point the pipeline leaves the property of Utah Fuel Company and enters the right of way of The Denver and Rio Grande Western Railroad Company;
- Thence N 13 Deg. 51' E 54.8 feet to station 99 / 50;
- Thence N 23 Deg. 09' W 84.0 feet to station 100 / 34.0;
- Thence N 15 Deg. 49' W 660.0 feet to station 107 / 14.0;
- Thence N 10 Deg. 55' E 1151.0 feet to station 113 / 65.0;
- Thence N 10 Deg. 40' E 703.0 feet to station 125 / 36.0
at which point the pipeline leaves the right of way of The Denver and Rio Grande Western Railroad Company and enters

Thence N 11 Deg. 09' E 1034.0 feet to station 133 / 53.0;
 Thence N 17 Deg. 32' E 1242.0 feet to station 151 / 0.0;
 Thence N 15 Deg. 40' E 578.0 feet to station 158 / 73.0;
 Thence N 6 Deg. 34' W 322.0 feet to station 160 / 0.0;
 Thence N 3 Deg. 34' W 381.0 feet to station 163 / 81.0;
 Thence N 3 Deg. 50' E 419.0 feet to station 168 / 0.0;
 Thence N 3 Deg. 13' W 403.0 feet to station 172 / 0.0;
 Thence N 8 Deg. 49' W 500.0 feet to station 177 / 0.0;
 Thence N 19 Deg. 39' W 268.0 feet to station 179 / 63.0;
 Thence N 36 Deg. 50' W 215.0 feet to station 181 / 23.0

which is the intersection of the North line of Section 29, T.14 S., R. 14 E., S.L.B. & M., at 900 feet, more or less, Easterly from the North quarter corner of said Section 29;

Thence N 38 Deg. 50' W 517.0 feet to station 186 / 40.0;
 Thence N 11 Deg. 51' E 723.0 feet to station 193 / 63.0;
 Thence N 13 Deg. 45' W 2557.0 feet to station 219 / 20.0;
 Thence W 65 Deg. 29' W 568.0 feet to station 224 / 38.0;
 Thence N 62 Deg. 58' W 570.0 feet to station 230 / 58.0;
 Thence N 58 Deg. 32' W 531.0 feet to station 235 / 39.0;
 Thence N 39 Deg. 21' W 247.0 feet to station 235 / 36.0;
 Thence N 11 Deg. 37' W 480.0 feet to station 243 / 16.0

which is the intersection of the North line of Section 20, T.14 S., R.14 E., S.L.B. & M., at 1110.0 feet, more or less, Easterly from the Northwest corner of said Section 20;

Thence N 11 Deg. 37' W 961.0 feet to station 252 / 77.0;
 Thence N 5 Deg. 07' W 224.4 feet to station 255 / 01.4;
 Thence N 4 Deg. 46' W 201.4 feet to station 257 / 02.8;
 Thence N 7 Deg. 37' W 100.3 feet to station 258 / 03.1;
 Thence N 14 Deg. 50' W 374.6 feet to station 261 / 77.7;
 Thence N 15 Deg. 53' W 139.4 feet to station 263 / 17.1;
 Thence N 49 Deg. 35' W 130.4 feet to station 264 / 47.5;
 Thence N 50 Deg. 11' W 187.8 feet to station 268 / 35.3;
 Thence N 50 Deg. 19' W 243.0 feet to station 268 / 78.3;
 Thence N 45 Deg. 51' W 238.4 feet to station 271 / 16.7;
 Thence N 15 Deg. 30' W 458.3 feet to station 275 / 75.0;
 Thence N 18 Deg. 33' W 70.0 feet to station 276 / 48.0 which

is the intersection of the section line between Sections 17 and 18, T.14S., R.14E., S.L.B. & M., at 2160 feet more or less, Southerly from the Northeast corner of said Section 18;

Thence N 15 Deg. 39' W 194.7 feet to station 276 / 39.7;
 Thence N 13 Deg. 19' W 197.6 feet to station 280 / 07.3;
 Thence N 30 Deg. 45' W 113.3 feet to station 281 / 20.6;
 Thence N 33 Deg. 37' W 332.0 feet to station 284 / 52.6;
 Thence N 44 Deg. 34' W 210.0 feet to station 286 / 52.6;
 Thence N 44 Deg. 12' W 102.0 feet to station 287 / 64.6

which is the point of diversion of pipeline from Grassy Trail Creek and which point bears S 25 Deg. 0' W 1325 feet, more or less, from the Northeast corner of Section 18, T.14 S., R.14 E., S.L.B. & M.

The said water pipeline is 23175.6 feet in length.

2. Intake and diversion works, including spillway and intake box, and watchman's house, at the upper end of the water pipeline described in Item 1 above, located within the East half of the Northeast quarter of Section 12, Township 14 South, Range 14 East, Salt Lake Base and Meridian, approximately South 25 Degree West 1325 feet from the Northeast corner of said Section 12.

3. 10 inch steel branch water pipeline located along a center line which is described as follows, to-wit:

Beginning at a connection with the water pipeline described in Item 1 above, at station 127 / 64.0 thereof, which connection is at a point which bears South 32 Deg. 11' East 447.6 feet, more or less, from the North quarter corner of Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian, and which point is Station C.O. of the branch pipeline;

Thence North 2 Deg. 23' West 621.8 feet to station 6 / 21.6;
 Thence North 9 Deg. 21' West 357.8 feet to station 9 / 79.2;
 Thence North 28 Deg. 15' West 110.0 feet to station 10 / 39.2

and to a connection with the intake and diversion works described in Item 4 below.

4. Intake and diversion works, including spillway and intake box, at the branch water pipeline described in Item 3 above, with the intake and diversion works located within the Southwest quarter of the Southeast quarter of Section 29, Township 14 South, Range 14 East, Salt Lake Base and Meridian.

5. 6 inch branch water pipeline, located along a center line which is described as follows, to-wit:

Beginning at station 59 / 32.0 of the pipeline described in Item 1 above and extending South 63° 43' East 383.2 feet, more or less, for

Beginning at Station 18 + 84 of the pipeline described in Item 1 above and extending South 49° 50' West, 64 feet to Grassy Trail Creek.

7. That portion of the 3 inch cast iron water pipeline which connects said 20,000,000 gallon water reservoir with (1) said Geneva Coal Mine and (2) the 3 inch water pipeline to the said Beehive Coke Oven Plant, located along a center line which is described as follows, to-wit:

A. Across the right-of-way of The Denver and Rio Grande Western Railroad Company;

Beginning at a point on the Northerly right-of-way line of The Denver & Rio Grande Western Railroad Company (Sunnyside Branch), said right-of-way line being also the Southerly boundary of Dracerton Townsite, which point bears North 35° 20' West 1315 feet, more or less, from the Southeast corner of Section 1, T. 15 S., R. 13 E., S.L.R. & M.

Thence S 47° 15' W 23.0 feet;

Thence S 10° 15' E 35.6 feet to the center line of the said

Denver & Rio Grande Western Railroad Company (Sunnyside Branch) track at milepost 14.644;

Thence S 10° 15' E 50 feet, more or less, to the Southerly right-of-way line of the said railroad, which point bears N 37° 0' W 1230 feet, more or less, from the Southeast corner of said Section 1, T. 15 S., R. 13 E.

B. Across the property of the Geneva Steel Company;

Beginning at a point on the North boundary of the Geneva Steel Company property which point bears N 37° 00' W 1230 feet from the Southeast corner of Section 1, T. 15 S., R. 13 E., Salt Lake Base and Meridian;

Thence S 10° 15' E 52.4 feet;

Thence S 59° W 213.0 feet;

Thence S 32° 45' W 99.0 feet;

Thence S 57° 15' W 215.0 feet;

Thence S 17° 55' W 403.38 feet to the intersection of the

Carbon County Railroad track at Survey Station 31 + 43.0 of said Railroad;

Thence S 17° 55' W 3.62 feet;

Thence S 47° 05' E 1743.0 feet to the intersection of the

Easterly boundary of the Geneva Steel Company property and which point is also on the East boundary of Section 12, T. 15 S., R. 13 E., S.L.R. & M., at 915.0 feet Southerly from the Northeast corner of said Section 12, and which point is also on the Westerly boundary of the railroad Interchange Yard of Carbon County Railway Company.

C. Across the Railroad Interchange Yard of Carbon County Railway Company.

Beginning at the intersection of said pipeline with the Westerly boundary of Section 7, Township 15 South, Range 14 East, Salt Lake Base and Meridian, which point of intersection being located Southerly 640 feet, more or less, from the Northwest corner of said Section 7; thence South 47° 05' East 607.0 feet; thence South 2° 57' East 1708 feet, to said point of connection with said 3 inch water pipeline.

The aforesaid premises and properties are conveyed together with the grants, licenses, easements, and agreements hereinafter transferred and assigned.

AND the Grantor does hereby convey, assign and transfer unto the Grantee the following grants, licenses, easements and agreements, and all of the rights, privileges and interests of Reconstruction Finance Corporation therein and thereunder, to-wit:

1. Pipeline agreement and easement for the construction, operation, maintenance, reconstruction enlargement, alteration or removal of a 10 to 12 inch steel pipeline, granted by Instrument, dated March 24, 1944, made by and between Utah Fuel Company, Utah Grazing Lands Company and the Town of Sunnyside, as Grantor, and Defense Plant Corporation, as Grantee, and recorded in the Office of the County Recorder of Carbon County, Utah, as Entry Number 42483 in Book 3X at Page 380.
2. Agreement relating to the use of a 3 inch steel branch pipeline from the 10 to 12 inch steel pipeline in Item 1 above to a pipeline of Utah Fuel Company, dated May 18, 1944, made by and between Utah Fuel Company, as Party of the First Part, and Defense Plant Corporation, as Party of the Second Part.
3. Easement to construct and thereafter operate, maintain, reconstruct, enlarge, alter or remove a 10 to 12 inch steel pipeline along the right-of-way of The Denver & Rio Grande Western Railroad Company granted by Pipe Line Agreement and Easement, dated August 31, 1944, made by and between Wilson McCarthy and Henry Swan, as Trustees of the property of The Denver & Rio Grande Western Railroad Company, as Grantors, and Reconstruction Finance Corporation, as Grantee.
4. License and permit to reconstruct, maintain and operate a pipe line within the right-of-way limits of State Highway No. 123 granted by Pipe Line Agreement and License, dated April 25, 1946, made by and between the State Road Commission of Utah, First Party, and Reconstruction Finance Corporation, Second Party.
5. License to construct, maintain and use a pipe line across the right-of-way and under the tracks of The Denver & Rio Grande Western Railroad Company granted by Agreement, dated September 30, 1942, made by and between Wilson McCarthy and Henry Swan, as Trustees of the property of The Denver & Rio Grande Western Railroad Company, as Grantors, and Reconstruction Finance Corporation, as Grantee.

6. Easement for the construction and maintenance of a water pipe line granted by Agreement, dated August 23, 1945, made by and between Columbia Steel Company, as Grantor, and Reconstruction Finance Corporation, as Grantee, and recorded in the Office of the County Recorder of Carbon County, Utah, as Entry Number 48,049, in Book 32, at Page 327-28.

7. The right to maintain, repair, replace and use the portion of the 6 inch cast iron water pipe line across the Railroad Interchange Yard described in Paragraph 7C above, reserved to Reconstruction Finance Corporation by an Instrument of Conveyance, Transfer and Assignment, dated the 19th day of December, 1946, and effective as of midnight June 13, 1946, by and between Reconstruction Finance Corporation, as Grantor, and Geneva Steel Company, as Grantee, and recorded in the Office of the County Recorder of Carbon County, Utah, on December 30, 1946, as Entry No. 49104, in Book 10 Misc., at Pages 16 to 25.

ALSO, any and all easements, permits and licenses, expressed or implied, in addition to those hereinabove specifically described, heretofore acquired for or in connection with the installation or operation of any of the said structures, equipment, facilities and improvements and appurtenances thereto.

TOGETHER with all other rights, titles and interests of Reconstruction Finance Corporation of every character in, or pertaining to, or incident to the ownership, use and operation of any and all of the structures, equipment, facilities and improvements, and appurtenances thereto, and the premises and properties, hereinabove referred to or described.

By acceptance of this Instrument, Grantee herein, for itself and its successors and assigns, assumes, in connection with preceding grants, licenses, easements and agreements, all of the obligations and liabilities imposed upon Defense Plant Corporation and Reconstruction Finance Corporation, or either of them, by the terms of the instruments described herein.

The Grantor does hereby convey, assign, transfer and quitclaim unto Grantee, its successors and assigns, the premises and properties, hereinabove referred to or described, subject to the following right and easement, which is hereby reserved from all grants of whatsoever kind and nature heretofore made in this Instrument, unto Reconstruction Finance Corporation, and its successors and assigns, to-wit:

The right and easement of Reconstruction Finance Corporation, and its successors and assigns, to use jointly with Grantee, its successors and assigns, said 20,000,000 gallon reservoir, said water pipe lines and all other of said premises structures, equipment, facilities and improvements, and appurtenances thereto hereinabove referred to or described, and any premises, facilities or improvements which may in the future be added thereto, for the purpose of collecting, storing impounding and transporting the one (1) second foot of water owned by Reconstruction Finance Corporation, or its successors or assigns, under the primary water right in what is locally known as "Grassy Trail Creek", which water right is more particularly described in paragraph 1 on page 2 of this Instrument. The foregoing reservation of right and easement is made upon the express condition that Reconstruction Finance Corporation, its successors and assigns, promptly upon receipt of statements therefor, shall reimburse Grantee, its successors and assigns, quarterly for the proportionate share or shares attributable to Reconstruction Finance Corporation, and its successors and assigns, of all reasonably necessary costs and expenses (including amortization of capital expenditures and reasonable interest on the unamortized balance of capital expenditures, and ad valorem taxes attributable to the existing facilities or to any additional premises or facilities) actually incurred by Grantee, and its successors and assigns, in the operation and maintenance of all such premises and facilities and in the acquisition, construction, installation, operation and maintenance of any new and additional premises and facilities; such proportionate share or shares shall be based upon quantities of water delivered through said facilities to the respective water users, including Grantee, and its successors and assigns, as determined by water meters or other water measuring facilities installed and maintained by Grantee, and its successors and assigns.

All of the structures, equipment, facilities and improvements, and appurtenances thereto, and premises and properties, hereinabove described, were duly declared surplus and were assigned to War-Assets Administrator for disposal pursuant to the provisions contained in the above mentioned Act and Regulations, as amended.

This Instrument is made, executed and delivered in accordance with the Contract of Sale between Grantor and Grantee, dated June 13, 1945, and is made by Grantor without warranty of title, expressed or implied, and is so accepted by Grantee.

The Grantee herein by acceptance of this Instrument binds itself, its successors and assigns, to the performance of all the covenants and conditions to be performed by the Grantee herein.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed under seal at Washington, D. C., the day and year first above written.

RECONSTRUCTION FINANCE CORPORATION
Acting by and through
WAR ASSETS ADMINISTRATOR

Witness:

Leonard E. Nelson

Sol Elson

By John A. Loomis (SEAL)
Director, Legal Division
Office of Real Property Disposal

DISTRICT OF COLUMBIA)

CITY OF WASHINGTON)

On the 19th day of May, 1947, personally appeared before me JOHN A. LOOMIS, who, being by me duly sworn, did say that he is the duly constituted, appointed and acting Director, Legal Division, Office of Real Property Disposal, War Assets Administration, and that said Instrument was signed on behalf of

the real estate conveyed hereby are affixed to the Instrument of Conveyance, Transfer and Assignment made by Reconstruction Finance Corporation, acting by War Assets Administrator, to Geneva Steel Company, dated December 19, 1946, and recorded in the office of the County Recorder of Carbon County, Utah, on December 30, 1946, at page 15 to 26 in book 10 Misc.)

me that the said Reconstruction Finance Corporation executed the same, as hereinabove set forth.

Howard D. Denton
Notary Public

Residing at:

Washington, D. C.

My Commission expires:

July 14, 1951.

(SEAL)

WAR ASSETS ADMINISTRATION
(NOTICE)
DELEGATION OF AUTHORITY NO. 11

The Director, Legal Division, Washington, D. C., Office of Real Property Disposal, War Assets Administration, is hereby authorized (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, 58 Stat. 765 (50 U.S.C. App. Supp. 1611), as amended by Public Law 181, 79th Congress; (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); and Executive Order 9689 (11 F.R. 1265).

R. G. Rhett, the Secretary, and J. G. Ford, the Assistant Secretary, of the Real Property Review Board, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on January 14, 1947.

This authority is in addition to, but shall not in any manner supersede such authorities previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946 and November 22, 1946; as do not conflict with the provisions of this delegation.

Robert M. Littlejohn
ROBERT M. LITTLEJOHN
Administrator

January 13, 1947

CERTIFICATE OF ASSISTANT SECRETARY
REAL PROPERTY REVIEW BOARD
WAR ASSETS ADMINISTRATION

I, the undersigned J. G. FORD Assistant Secretary, Real Property Review Board, War Assets Administration, in my official capacity as such Assistant Secretary, and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING dated January 13, 1947, to make the following certification, do hereby certify:

1. That JOHN A. LOOMIS is the Legal Director, Washington Office, Office of Real Property Disposal, War Assets Administration, duly appointed, authorized and acting in such capacity at the time of the execution of the attached instrument.
2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING is a true and correct copy of the original of said DELEGATION OF AUTHORITY, dated January 13, 1947.

Given under my hand this 10th day of May, 1947.

J. G. FORD
Secretary
Real Property Review Board
War Assets Administration