

FILE ENCLOSURE

KAISER STEEL CORPORATION, a corporation doing business in the State of Utah, Grantor, hereby conveys without warranty to HAN POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a perpetual easement and right of way for the erection and continued maintenance, repair, alteration, and replacement of the electric transmission, distribution, and telephone circuits of the Grantee, and two guy anchors and one pole, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of the circuits, to be erected and maintained upon and across the premises of the Grantor in Carbon County, State of Utah, along a line described as follows:

Beginning on West boundary line of grantor's land at a point 1243 feet north and 1320 feet west, more or less, from the east quarter corner of Section 32, T. 15 S., R. 14 E., S.1.E.4M., thence running N. 77° 00' E., 692 feet, more or less, on said land and being in the NE 1/4 of the NE 1/4 of said Section 32.

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

This conveyance is subordinate to the lien of and subject to the terms and provisions of that certain Indenture of Mortgage and Deed of Trust dated as of November 1, 1950, from Kaiser Steel Corporation to Bank of America National Trust and Savings Association and W. C. Koenig, as Trustees, recorded in Book 13-E, page 520 of Mortgages, Carbon County, Utah, and any and all Indentures supplemental thereto.

This easement is granted upon the following express conditions:

1. Anything contained herein to the contrary notwithstanding, in the event Grantee abandons the Easement and Right-of-way hereby granted or otherwise fails to use the same for a continuous period of one (1) year for the purpose herein authorized, said Easement and right-of-way shall thereupon revert to Grantor, its successors and assigns and all rights and privileges incident thereto shall thereupon cease and terminate.

2. Grantee expressly agrees to indemnify and save harmless Grantor and its successors and assigns from and against any loss, damage, injury or liability, however the same may be caused, arising directly or indirectly from the installation, maintenance or removal by Grantee of any poles, anchors, cross-arms or wires on or above said Easement or from any other use of said Easement by Grantee.

3. The Grantee agrees by accepting this easement that it will change the location of any pole, guy wire, guy wire brace, cable, conduit, fixture, or other structure or improvement located upon the property of the undersigned by reason of this grant where such change in location is necessary or convenient to the use of the property of the undersigned, said change to be made promptly and at the expense of Utah Power & Light Company after reasonable notice from the undersigned or its successors or assigns.

4. That all work done by Utah Power & Light Company on the premises of the undersigned will be done with care to the end that as little damage as possible will be done to the premises of the undersigned, and any damage to the premises of the undersigned caused by the installation of any improvements

by Utah Power & Light Company will be repaired and replaced at the expense of Utah Power and Light Company.

WITNESS the hand of the Grantor this 6th day of October, 1952.

KAISER STEEL CORPORATION

By *A. B. Ordway*
Vice President

ATTEST:

Marie E. Schwan
Secretary

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On the 6th day of October, 1952, personally appeared before me A. B. ORDWAY, who being by me duly sworn, did say that he is the Vice President of Kaiser Steel Corporation, a corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and said A. B. ORDWAY acknowledged to me that said corporation executed the same.

Marie E. Schwan
Notary Public in and for the County
of Alameda, State of California

My Commission expires: May 26, 1954

ACCEPTED:

UTAH POWER & LIGHT COMPANY

By *J. A. Hales*

APPROVED

J. A. Hales
CHIEF ENGINEER



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