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STATE OF UTAH) ss
COUNTY OF CARBON)
FILED AND RECORDED FOR
Dept. of Commerce
Dec 10 3 45 PM '57

ORIGINAL

Entry No. 93305
Indexed
Abstracted
Rec. Fee 3.10

PA - 322

IN BOOK 51 OF RECORDS
PAGE 437-440
Mae Sampinos COUNTY RECORDER
RIGHT OF WAY EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, KAISER STEEL CORPORATION, a corporation organized and existing under the laws of the State of Nevada, with its principal place of business at Oakland, California, hereby grants to the UNITED STATES OF AMERICA, for the purpose of an access road for ingress and egress to the Government's VHF - UHF Air-Ground Communications Facility, a right-of-way easement over certain real property in Carbon County, Utah, described as follows:

Approximately 0.73 miles of roadway leading from Bruin Peak Location with 260' in Section 3T 14S R-14E and in Section 9-B and 17 T-14S R-14E. Contract on rebuilding existing road ends at Station 198 + 56, with the remainder of road being road to old Asphalt mine and maintained by County.

The attached sheet, marked Exhibit "A", gives the angle points and distances between on road location in each section of land above and is by this reference made a part hereof as though set out in full herein. Also attached hereto, marked "Exhibit B," is a drawing showing the right-of-way easement granted herein, which said exhibit is by this reference made a part hereof as though set out in full herein.

Said easement includes the right of ingress and egress thereto and therefrom over the lands of the undersigned owner for the UNITED STATES OF AMERICA, or its contractor or other duly authorized representative, necessary or convenient for installation, maintenance and repair of said roadway.

This instrument shall become effective September 1, 1957, and shall remain in effect until June 30, 1967.

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The within easement is granted upon, and is subject to, the following terms and conditions:

1. Grantee agrees that in the event said property is not used by Grantor for roadway purposes at any time for a period of one year or more, title to said property shall automatically revert to Grantor, its successors or assigns, and in such event Grantee will, upon demand, quitclaim to Grantor the property granted hereunder.

2. Grantee shall hold Grantor free and harmless from any liability or damage whatever arising out of or in any way connected with Grantee's use of the property described herein, excepting any liability or damage proximately caused by the sole negligence of Grantor.

3. Grantee will at all times keep the entrance to the said roadway closed and locked and will not permit its use by the public but will permit Grantor and other property owners in the area the use of the roadway at any and all times they desire to make use thereof.

4. The easement granted herein is subject to conditions, restrictions, reservations, exceptions, encumbrances, rights, and easements of record, and without impairing the generality of the foregoing, is subject to Grantor's Indenture of Mortgage and Deed of Trust dated November 1, 1950, as the same has been heretofore or hereafter shall be amended or supplemented.

5. The rights and privileges conveyed by this instrument shall be binding upon the successors and assigns of the Grantor and shall inure to the benefit of the UNITED STATES OF AMERICA, its agencies and instrumentalities.

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6. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this instrument, or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the instrument be for the general benefit of such corporation or company.

7. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto by its Vice President and its Assistant Secretary thereunto duly authorized this 16th day of September, 1957.

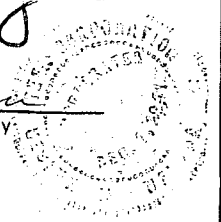
THE UNITED STATES OF AMERICA

KAISER STEEL CORPORATION

By E. R. Main
E. R. MAIN, CHIEF
LEASE & UTILITIES UNIT
CIVIL AERONAUTICS ADMINISTRATION

By J. M. ...
Vice President

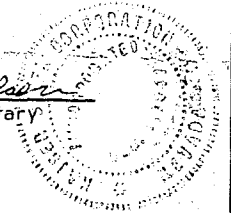
By R. H. ...
Assistant Secretary



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I, R. H. Olsen, certify that I am the Assistant Secretary of the Corporation named as Grantor in this Agreement; that J. L. Ashby, who signed said license in behalf of the Grantor was then Vice President and General Manager of said Corporation, that said Agreement was duly signed for and in behalf of said Corporation, by authority of its governing body, and is within the scope of its corporate powers.

By R. H. Olsen
Assistant Secretary



(Corporate seal)

State of California)
County of Alameda) ss

On this 10th day of September, 1957, before me, a Notary Public in and for the said County and State, personally appeared J. L. Ashby, known to me to be the Vice President and General Manager of the corporation that executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

Charles O. [Signature]
Notary Public in and for said County and State

