PA-382

POLE LINE EASEMENT

KAISER STEEL CORPORATION, a corporation organized and existing under the laws of the State of Nevada and doing business in the State of Utah, GRANTOR, hereby grants to UTAH POWER AND LIGHT COMPANY, a corporation, its successors in interest and assigns, GRANTEE, for the sum of ONE DOLLAR (\$1.00) and other valuable consideration, an easement and right of way for the erection and continued maintenance, repair, alteration, and of Grantee and forty-five (45) guy anchors and eighty-three (83) poles, or affixed thereto, for the support of said circuits, to be erected and maintained upon and across the real property of the Grantor in Carbon County, Utah, Said real property is described as a strip of land ten feet center line:

Beginning at an existing Mountain States Telephone and Telegraph pole on the Grantor's land 230 feet south and 360 feet east, more or less, from the northwest corner of Section 5, T. 15 S., R. 14 E., St.M., thence N. 16° 04' E. 500 feet, thence N. 24° 58' E. 1305 feet, thence N. 86° 36' E. 955 feet, thence N. 66° 06' E. 130 feet, thence N. 34° 37' E. 138 feet, thence N. 27° 26' E. 490 feet, thence N. 13° 49! E. 387 feet, thence N. 12° 38' W. 870 feet, thence N. 5° 12' E. 1350 feet, thence N. 35° 12' E. 1018 feet, thence N. 16° 22' E. 2561 feet, thence N. 2° 33' W. 2156 feet, thence N. 29° 18' W. 858 feet, thence N. 12° 18' E. 232 feet, thence N. 13° 44' W. 2870 feet, thence N. 57° 16' W. 1065 feet, thence N. 52° 06' W. 530 feet, thence N. 40° 04' W. 510 feet, thence N. 27° 03' E. 2395 feet, thence N. 24° 24' E. 1250 feet, more or less, to the north boundary line of said land, and being in the NW 1/4 of the NW 1/4 of said Section 5, the W 1/2 of the SW 1/4, the E 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of Section 32, the W 1/2 of the E 1/2 of Section 29, the W 1/2 of the SE 1/4, the SW 1/4 of the NE 1/4, the SW 1/4 of the NW 1/4 and the E 1/2 of the NW 1/4 of the SW 1/4 and the E 1/2 of the SW 1/4 of Section 20, the SW 1/4 of the SW 1/4 and the E 1/2 of the SW 1/4 of Section 17, T. 14 S., R. 14 E., S.L.M.

Also, beginning on the east boundary line of said Grantor's land at a point 455 feet south, more or less, from the northeast corner of Section 17, T. 14 S., R. 14 E., S.L.M., thence S. 39° 44' W. 510 feet, more or less, thence S. 70° 45' W. 600 feet, thence N. 89° 54' W. 855 feet, thence S. 39° 27' W. 930 feet, thence S. 24° 24' W. 710 feet, more or less, to the west boundary line of said land, and being in the N 1/2 of the NE 1/4 and the SW 1/4 of the NE 1/4 of said Section 17.

Also, beginning on the east boundary line of the Grantor's land at a point 2420 feet south, more or less, from the north one-quarter corner of Section 17, T. 14 S., R. 14 E., S.L.M., thence S. 24° 24' W. 250 feet, more or less, to the south boundary line of said land, and being in the SE I/4 of the NW I/4 of said Section 17.

\_ .

FILE NO. 29732

-14

1.8

Also, beginning on the south boundary line of the Grantor's land at a point 200 feet east, more or less, from the southwest corner of Section 9, T. 14 S., R. 14 E., S.L.M., thence N. 21° 59¹ E. 520 feet, more or less, thence N. 59° 47¹ E. 604 feet, thence N. 27° 16¹ E. 522 feet, thence N. 14° 12¹ E. 1235 feet, thence N. 33° 42¹ E. 2336 feet, thence N. 7° 37¹ E. 709 feet, thence N. 28° 01¹ E. 200 feet, more or less, to the north boundary line of said land, and being in the W 1/2 of the SW 1/4, the NE 1/4 of the SW 1/4, the E 1/2 of the NW 1/4 and the NW 1/4 of the NE 1/4 of said Section 9.

Also, one guy anchor located on the Granton's land at a point 855 feet south and 20 feet east, more or less, from the northwest corner of Section 3, T. 14 S., R. 14 E., S.L.M., and being in Lot 4 of said Section 3.

Also, one guy anchor located on the Grantor's land at a point 805 feet south and 15 feet east, more or less, from the northwest corner of Section 3, T. 14 S., R. 14 E., S-L-M-, and being in Lot 4 of said Section 3.

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 Grantee's use, occupation or enjoyment of this easement.

The foregoing easement and right of way is granted upon the following terms and conditions:

- 1. Grantee shall hold Grantor free and harmless from any liability arising out of the use and occupancy of the property described herein, excepting only such liability as may arise solely by reason of the fault or negligence of Grantor, and Grantee shall be responsible for any damage to the property of the Grantor by reason of any negligent act or omission on the part of said Grantee arising out of such work of repairing, constructing, maintaining, replacing, altering, inspecting and/or removing said facilities.
- 2. Grantor expressly reserves the right to pass over, under, across, or through the said easement and right of way, and make any other use of the same not inconsistent with Grantee's rights as granted herein.
- 3. Grantee agrees that in the event Grantee abandons the facilities placed upon the said easement and right of way, and the same are not used for a period of one (1) year or more, the easement and right of way granted herein shall revert to Grantor, its successors or assigns, and within ninety (90) days after receipt by Grantee, or its successors and assigns, of a written notice to do so by Grantor, Grantee shall remove all such facilities from the easement granted hereunder without cost to Grantor, and Grantee shall immediately thereafter execute and deliver to Grantor, its successors or assigns, a quitclaim deed covering the property described in this instrument.
- 4. Grantee will, upon request by Grantor and at Grantee's expense, remove any facilities placed by Grantee upon the property described herein to a different location selected by Grantor across its property, over which Grantor shall furnish without charge another easement, and Grantee in that event shall forthwith quitclaim back to Grantor all rights granted by this instrument.

2

3

5

6 7 8

15

16

17

Ì8

19

20

21

22 23

24° 25

26272829

5. The easement and right of way 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 Grantor's Indenture of Mortgage and Deed of Trust dated as of November 1, 1950, as heretofore or hereafter amended or sup-IN WITNESS WHEREOF, KAISER STEEL CORPORATION has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its Vice President and General Manager and its Secretary thereunto duly authorized on this HTM day of Applicable. 1958 KAISER STEEL CORPORATION STATE OF CALIFORNIA ) COUNTY OF ALAMEDA \_day of\_\_ 1958, before me, Notary Public in and for said County and State, personally appeared J. L. ASHBY, known to me to be the Vice President and General Manager, and WILLIAM MARKS, known to me to be the Secretary of KAISER STEEL CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation herein named, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its Board of Directors. WITNESS my hand and official seal. Notary Public in and for said County and August 12, 1950 My Commission expires:

TATE OF UTAH

DAMEN TEMARES OF POLICY
FLED AND RECTUES
Utah Power & Light Co.
107 13 4 63 PM 53

H 600 58 STR cords
PAGE 291-to-294
Mae Sampinos
COUNTY #5506

96678 Priored V V

- 3

31 32

3.0

*ა*∠