

RIGHT OF WAY EASEMENT

For valuable consideration, as hereinafter stated, KAISER STEEL CORPORATION, a Nevada corporation, Grantor, hereby grants to the UNITED STATES OF AMERICA, Grantee, for the purpose of an access road for ingress and egress to Grantee's VHF - UHF Air-Ground Communications Facility, a right-of-way easement over certain real property in Carbon County, Utah, described as follows:

A strip of land one hundred feet wide, being fifty feet of each side of the line described in "Exhibit 'A'" attached hereto and by this reference incorporated herein and made a part hereof, in Section 9, T. 14 S., R. 14 E., S. L. N., Carbon County, Utah,

Including the right of ingress and egress thereto and therefrom over the lands of Grantor for Grantee and its contractor or other duly authorized representative necessary for the construction, installation, maintenance and repair and servicing of said access road and of Grantee's air navigational facilities.

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 Grantee 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. The Federal Government, Grantee, by the acceptance of this easement, hereby agrees to indemnify and save harmless Grantor, insofar as it may be permitted by existing or future laws to do so, from and against all loss or damage and claims for loss or damage arising out of the exercise of any right

herein granted.

Nothing contained in this easement shall be construed as waiving or releasing any right or claim which would otherwise be properly exercised under the Federal Tort Claims Act (60 Stat. 842) as amended, arising from negligence in use of the premises by officers, agents and employees of the Grantee and not from negligence of officers, agents and employees of the Grantor, its successors and assigns.

3. Grantee shall, at all times, maintain said road as a private road and shall not permit or suffer anything to be done which shall give the public any interest in or to the property described herein, including without limitation any easement or right to pass over said road.

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 Grantee, its agencies and instrumentalities.

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 Grantor warrants that no person or selling agency has been employed or retained to solicit or secure this easement 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 Grantor for the purpose of securing business. For breach or violation of this warranty the Government, Grantee, shall have the right to annul this easement 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.

8. The Grantor shall have the right to make reasonable use, and the right to grant to third parties the right to make reasonable use of said FAA access road, jointly with the Government, Grantee, provided such use does not interfere with the Grantee's use of the road, and provided further that a satisfactory agreement is negotiated and executed by the Grantee and any such third parties with respect to use of the road and the sharing of construction, maintenance and repair costs.

9. As consideration for this right of way easement, the United States of America, Grantee, shall pay to the Grantor, the sum of Ten (\$10.00) Dollars. Remittance to Grantee to be made on or before December 31, 1964.

IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be affixed hereto by its Executive Vice President and its Assistant Secretary thereunto duly authorized this 31st day of July, 1964.

KAISER STEEL CORPORATION

By C.F. Borden
C.F. Borden, Executive Vice President

By J.R. Walker
J.R. Walker, Assistant Secretary

APPROVED AS TO FORM

[Signature]
Attorney



STATE OF CALIFORNIA)
) SS.
 COUNTY OF ALAMEDA)

On this 31st day of July, 1964, before me, the under-
 signed, a Notary Public in and for the State of California, whose
 principal place of business is located in Alameda County,
 California, personally appeared C. F. Borden, known
 to me to be the Executive Vice President, and J. R. Walker
, known to me to be the Assistant Secretary of
 KAISER STEEL CORPORATION, the corporation that executed the within
 instrument, and the officers who executed the within instrument on
 behalf of said corporation and acknowledged to me that said corporation
 executed the within instrument pursuant to its by-laws or a resolution
 of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
 official seal the day and year in this certificate first above written.

Orphia J. Badgley
 Orphia J. Badgley
 Notary Public, State of California
 My Commission expires April 2, 1968



Entry No. 107234
 Indexed ✓✓
 Abstracted ✓
 Rec. Fee 6.00

STATE OF UTAH
 COUNTY OF GARFIELD
 FILED AND RECORDED
 Federal Aviation Agency
 AUG 13 9 25 AM '64
 IN BOOK 91 Records
 PAGE 593-594-595-596-597
 Ann O'Brien
 COUNTY RECORDS

EXHIBIT "A"

From the NW corner of section 9 T 14S, R 14E, SLM proceed south on section line 348' to roadway station 157+03 which is the point of beginning,

thence N 89° 21' E 97.0';
 thence N 88° 41' E 77.0';
 thence S 78° 49' E 111.0';
 thence S 88° 31' E 258.0';
 thence N 84° 12' E 36.0';
 thence N 69° 32' E 37.0';
 thence S 85° 03' E 62.0';
 thence S 47° 30' E 38.0';
 thence S 88° 22' E 33.0';
 thence N 83° 35' E 55.0';
 thence S 44° 17' E 120.0';
 thence S 78° 42' E 47.0';
 thence N 80° 46' E 50.0';
 thence S 50° 13' E 76.0';
 thence N 68° 33' E 60.0';
 thence N 46° 44' E 85.0';
 thence S 50° 67' E 55.0';
 thence S 22° 46' E 100.0';
 thence S 7° 30' E 86.0';
 thence S 21° 45' E 24.0';
 thence S 61° 28' E 118.0';
 thence S 52° 14' E 95.0';
 thence S 63° 34' E 227.0';
 thence S 78° 19' E 103.0';
 thence N 83° 02' E 60.0';
 thence N 67° 19' E 95.0';
 thence S 80° 31' E 92.0';
 thence S 70° 01' E 162.0';
 thence S 82° 38' E 84.0';
 thence N 84° 21' E 87.0';
 thence N 65° 33' E 63.0';
 thence N 30° 35' E 58.0';
 thence N 12° 10' E 104.0';
 thence N 01° 41' E 142.0';
 thence N 82° 35' E 108.0';
 thence N 67° 56' E 137.0';
 thence N 23° 54' E 62.0';
 thence N 2° 24' E 61.0';
 thence N 14° 41' W 132.0';
 thence N 6° 13' W 129.0';
 thence N 19° 53' W 55.0';
 thence N 48° 38' W 32.0';
 thence N 10° 51' E 41.0';
 thence S 88° 06' E 100.0';

182+46

thence S 89° 28' E 41.0';
 thence N 57° 46' E 52.0';
 thence N 37° 30' E 17.0';

to station 196+67 which is the end point and is on the section line 256' west of the N1/4 corner of section 9 T 14S, R 14E. The total length of the line is 3,964' all of which is in section 9.