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Recorded JUN 27 1953 at 9:00 a.m.
Request of Kennecott Copper Corp.
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 2.20 By P. J. Schell Deputy
Book 1017 Page 359 Recd

R I G H T O F W A Y G R A N T Kennecott

AMERICAN SMELTING AND REFINING COMPANY, A Corporation of the State of New Jersey, Grantor, does hereby convey and warrant to KENNECOTT COPPER CORPORATION, a Corporation of the State of New York, Grantee, for the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, a right of way and easement sixteen (16) feet in width to lay, maintain, operate, repair, remove and replace a twenty four (24) inch pipe line through and across the following described land and premises in Salt Lake County, State of Utah, to wit:

Part of the South half of the Southeast Quarter Sec. 32, T. 1S, R. 2W, Salt Lake Base and Meridian, Salt Lake County, the center line of which said right of way shall extend through and across the above described land and premises as follows, to wit:

Beginning at a point on American Smelting and Refining Company's South property line, being the South boundary of Sec. 32, T. 1S., R. 2W., S. L. B. & M., said point being situate West 1393.5 feet from the Southeast corner of said Section 32 and running thence North 7° 08' West 210 feet, more or less, to a point in the center line of a natural drainage wash known as Coon Canyon Wash, as indicated on attached print.

Together with the right to deepen the Coon Canyon Wash for a distance of approximately 200 feet beyond the end of the above described pipe line course, which cut would vary from zero to approximately 6 feet in depth, and together with the right of ingress and egress to and from the course of said right of way over a tract of land not exceeding eight feet in width on either side of said right of

way and to the use of said width of land, or such portion thereof as may be necessary or convenient for the purpose of laying, maintaining, operating or removing said pipe line. And if, by reason of the topography of the ground, any portion of such right of way can not conveniently be reached by ingress and egress along the same, the said Grantee shall have the right to approach the same from, across and over adjoining lands of the Grantor along a course or courses that will least inconvenience said Grantor, or as may be designated by it; the said Grantor to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said Grantee.

Provided, however, that in consideration for the granting of the right of way hereinbefore described the Grantee, its successors and assigns hereby covenants with the Grantor, its successors and assigns that it will indemnify and save harmless the Grantor from all claims, demands, damages, actions, costs and charges to which the Grantor may be subject, or which it may have to pay, by reason of any injury to any person or property, or loss of life or property, suffered or sustained by any person, and arising from the installation, maintenance, operation or removal of the pipe lines aforesaid; and further, that this grant shall become null and void whenever the Grantee shall cease to use said right of way for the purpose aforesaid over a continuous period of one year.

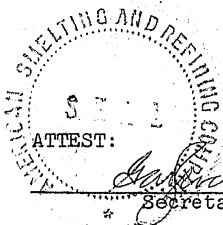
Provided, further, that if, in the operation of its plant and property by the Grantor, it shall become necessary or convenient for the Grantor to require the removal of said pipe line or other property appurtenant thereto to a more convenient

place upon the property of the Grantor, the Grantee will, within a reasonable time, not to exceed ninety days, and upon request by the Grantor and upon a new location being designated by the Grantor, remove and replace said pipe line at Grantee's expense.

Provided, further that this grant shall in no way be construed as preventing or interfering with future work by Grantor on its water or sewer lines, now constructed or hereafter to be constructed, not actually interfering with the pipe line of Grantee as then laid.

This right of way grant shall be binding upon and enure to the benefit of the successors and assigns of the Grantor, and the successors and assigns of the Grantee.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed by its duly authorized officers, with its corporate seal attached, this 17th day of April, 1953.



AMERICAN SMELTING AND REFINING COMPANY

By

[Signature]
Vice-President

STATE OF New York }
COUNTY OF New York } ss.

On the 17th day of April, A.D. 1953, personally appeared before me J. D. MacKenzie, who, being by me duly sworn, did say that he is a Vice-President of AMERICAN SMELTING AND REFINING COMPANY, and that said instrument was signed in behalf of said company by authority of the Board of Directors and said J. D. MacKenzie acknowledged to me that said company executed the same.



Harold Howe
Notary Public

Residing at HAROLD HOWE
NOTARY PUBLIC, STATE OF NEW YORK
No. 24-6982900

My Commission Expires _____
QUALIFIED IN KINGS COUNTY
Certificates filed with:
ESSEX Co. Register, N.Y. Co. Clerk & N.Y. Co. Register
Commission Expires March 30, 1954