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Recorded at Request of *Utah Copper Co.*  
at 11:42 AM on 10/23/1933  
*H. Pratt*

OCT 25 1933

Correlation of Title, Name, Date, etc. of Original Title

502 54

D 34-268-144  
D 33-249-4-5  
D 33-245-21

QUIT CLAIM DEED

AMERICAN SMELTING & REFINING COMPANY, Grantor, a corporation duly created and existing under and by virtue of the laws of the State of New Jersey, hereby Quit Claims unto KENNECOTT COPPER CORPORATION, Grantee, a corporation duly created and existing under the laws of the State of New York, for the sum of One Dollar (\$1.00) and other good and valuable considerations, and upon and subject to the conditions and agreements and subject to forfeiture as hereinafter mentioned, a perpetual right of way and easement for the construction, maintenance, use and operation of a railway track or tracks, together with the necessary turnouts, sidings and switches and other appurtenances over, upon and across the premises of Grantor hereinafter particularly described, situate in Salt Lake County, State of Utah, to wit: -

MAIN LINE RAILWAY, MAGNA YARD CONNECTION AND ARTHUR HIGH LINE TRACK OR TRACKS

A portion of the NW 1/4 of Section 5, T. 2 S., R. 2 W., S. L. B. & M., the SW 1/4 of the SW 1/4 of Section 32, T. 1 S., R. 2 W., S. L. B. & M., and the E. 1/2 of the SE 1/4, the S. 1/2 of the NE 1/4 and the NE 1/4 of the NW 1/4 of Section 31, T. 1 S., R. 2 W., S. L. B. & M., and more particularly described as follows, to wit:

(1) Beginning at a point located in Grantor's South property line situated in the NW 1/4 of said Section 5, which bears S. 49°49' W. 1179.5 ft. from the N. 1/4 corner of said Section 5 and running thence along said South property line N. 89°50' W. 329.3 ft.; thence N. 43°51' W. 800.0 ft.; thence S. 46°09' W. 50.0 ft.; thence N. 43°51' W. 500.0 ft.; thence N. 46°09' E. 100.0 ft.; thence N. 43°51' W. 1565.0 ft.; thence N. 28°49' W. 767.8 ft.; thence W. 135.0 ft.; more or less, to a point in the Easterly property line of the Bingham and Garfield Railway Company; thence along said Railway Company's property line N. 8°27' E. 310.0 ft., and on a curve left with radius of 1246.0 ft., tangent to said course of N. 8°27' E., a distance of 1180.0 ft., and S. 65.0 ft., and on a curve left with radius of 1196.3 ft., tangent to a course of N. 40°35' W., a distance of 335.0 ft., and N. 56°40' E. 850.0 ft., more or less, to a point in Grantor's North property line situated in the W. 1/2 of the NE 1/4 of said Section 31; thence along said North property line E. 508.7 ft.; thence S. 39°40' E. 400.8 ft.; thence S. 45°14' E. 100.2 ft.; thence S. 39°40' E. 764.2 ft.; thence S. 14°04' E. 1507.7 ft.; thence S. 26°12' E. 140.4 ft.; thence S. 45°51' E. 3125.0 ft., more or less, to Grantee's South property line situated in the NE 1/4 of

said Section 5; the place of beginning, containing 33.81 acres.

(2) Beginning at a point located in Grantor's Easterly property line situated in the NE 1/4 of the NW 1/4 of said Section 31, which bears S. 89°42.5' W. 450.13 ft., and S. 9°02' W. 233.6 ft. from the N. 1/4 corner of said Section 31; thence along said Easterly property line S. 9°02' W. 220.4 ft.; thence on a curve right with radius of 2367.01 ft., tangent to a course of N. 37°59' W., a distance of 545.3 ft., more or less, to a point located in Grantor's North property line; thence along said North property line N. 89°42.5' E. 156.2 ft.; thence on a curve left with radius of 2217.01 ft., tangent to a course of S. 26°57' E., a distance of 275.8 ft., more or less, to the place of beginning, containing 1.41 acres.

Together with the right to make such excavations, cuts, fills and borrow pits upon the described premises of the Grantor as may be necessary for the preservation and full enjoyment by the Grantee of the rights of way and easements hereby granted.

Also the right and easement to construct, maintain, use and operate electric transmission and telephone lines over, upon and across the premises of Grantor situated in the S. 1/2 and the SW 1/4 of the NW 1/4 of Section 32 and the SE 1/4 of the NE 1/4 of Section 31, T. 1 S., R. 2 W., S. L. B. & M., along center line more particularly described as follows:

Beginning at a point in the South line of said Section 32, which bears N. 89°54' W. 542.3 ft. from the SE corner of said Section 32; thence N. 52°28' W. 6573.2 ft., more or less, to a point in the North line of the SE 1/4 of the NE 1/4 of said Section 31.

The conditions of this deed are as follows, to wit: -

(1) This conveyance is made and accepted subject to all outstanding easements and rights of way for public road purposes and for the construction, maintenance, use, repair and renewal of all pipe lines carrying water, and all electric power or telephone or telegraph lines now existing on or beneath the surface of the land over which said rights of way and easements extend.

(2) The Grantee, for itself, its successors and assigns, agrees that if Grantee abandons with no intention of further using

any of the rights of way above granted for the purposes aforesaid at any time hereafter, then and thereupon such granted easements and rights of way not used shall be forfeited and revert to the Grantor, its successors or assigns, as though this deed had never been made, and the lands affected thereby shall thereupon be freed and discharged from such easements and rights of way.

(3) The Grantee, for itself, its successors and assigns, agrees that the Grantor, its successors and assigns, shall have the free and unrestricted right from time to time hereafter to, at its own cost and expense, put in, establish and maintain in good order, repair and condition proper and suitable grade railway crossings over said rights of way and railway tracks at such point or points as Grantor may decide.

(4) The Grantee, for itself, its successors and assigns, agrees that upon demand of the Grantor, its successors or assigns, at any time hereafter, the Grantee, its successors or assigns, will at its or their own cost and expense, put in, establish and maintain in good order, repair and condition proper and suitable railway crossings at any or all points where any of the Grantee's said railway tracks shall intersect the crossing of any public road now or hereafter established.

(5) This deed is delivered and accepted, and the granted rights of way and easements shall be used and enjoyed by the Grantee, its successors and assigns, expressly subject to the right of the Grantor, its successors and assigns, to at any and all times discharge upon the lands affected by said rights of way and easements, through the medium of the air, such smoke, dust, fumes and other matter as may be released or thrown off by or in the course of the operation of any and all smelting plants now or hereafter constructed by said corporation, its successors or assigns, upon any lands situated within Salt Lake County, Utah,

and by accepting this deed the Grantee herein, for itself, its successors or assigns, does hereby release, relinquish and forever discharge the said smelting corporation, its successors or assigns, from all damages whatsoever to its property caused hereafter at any time or times by the discharge of such smoke, dust, fumes or other substances upon or over said lands affected by said easements and rights of way from any such smelting plant or plants.

(6) The Grantee, for itself, its successors and assigns, covenants and agrees that the Grantor, its successors and assigns, and its allied corporations, shall have the right at any time in the future to construct across and beneath the tracks on said rights of way, pipes carrying water, and across and above said tracks electric power, telephone or telegraph lines, and the right to maintain, use, and repair and renew all such water and electrical lines, on condition, however, that all wires in such electrical lines shall be constructed and maintained at such an elevation as to afford a clearance of not less than twenty-eight (28) feet above the top of the nearest rail in each of said tracks.

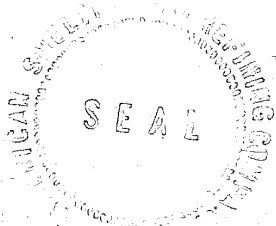
Witness the name and corporate seal of the Grantor, hereunto subscribed and affixed by its officers thereunto duly authorized at New York City, New York, this 24<sup>th</sup> day of September, 1946.

AMERICAN SMELTING & REFINING COMPANY

By

J. P. Ericson  
Its SECRETARY

Harold Howe  
Its Assistant Secretary



APPROVED AS TO FORM  
BY Wm. M. Parsons  
DICKSON, ELLIS, PARSONS & MCGEE  
ATTORNEYS

sb Carl