

1495468

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Recorded AUG 9 1956 at 1:48 P.M.  
Request of A. P. LARIN, Trustee  
Fee Paid. Hazel Toggart Chase,  
Recorder, Salt Lake County, Utah  
\$ 5.20 By *Sev. Tol. Ham* Deputy  
Ref. *D 35 B - 268 - 28*

QUIT-CLAIM DEED

AMERICAN SMELTING AND REFINING COMPANY, a corporation of the State of New Jersey, grantor, hereby QUIT CLAIMS to BENJAMIN F. ANDRUS and BERTHA S. ANDRUS, his wife, BENJAMIN W. ANDRUS and RUTH B. ANDRUS, his wife, and GRANT R. ANDRUS and JANET S. ANDRUS, his wife, all as joint tenants, grantees, of Salt Lake City, Utah, for the sum of TEN AND NO/100 DOLLARS and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Beginning 20 chains North of the Southwest corner of the Northeast  $\frac{1}{4}$  of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence East 80 rods; thence North 40 rods; thence West 80 rods; thence South 40 rods to the place of beginning.

ALSO: Beginning 68 rods North of the Southwest corner of the Northeast  $\frac{1}{4}$  of said Section 1, and running thence North 12 rods; thence East 80 rods; thence South 12 rods; thence West 80 rods to the place of beginning.

ALSO: Beginning at the Southwest corner of the Southwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of said Section 1, and running thence East 68 rods more or less to the West line of the Salt Lake City Canal right of way; thence Northeasterly along said canal right of way line 45 rods more or less; thence North along said canal right of way line 28 rods more or less to a point 68 rods North of the South line of the Northeast  $\frac{1}{4}$  of said Section 1; thence West 80 rods; thence South 68 rods to the place of beginning.

ALSO: Beginning 30 chains North of the Southwest corner of the Northeast  $\frac{1}{4}$  of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence East 80 rods; thence North 20 rods; thence West 80 rods; thence South 20 rods to the place of beginning.

ALSO: The North 90 rods of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian.

ALSO: Commencing at the center of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence North 70 rods; thence West 80 rods; thence South 70 rods; thence East 80 rods to the place of beginning.

*30' NW 1/4*  
*68' NW 1/4*  
*30' NW 1/4*  
*90' NW 1/4*  
*70' NW 1/4*



PROOF  
O. K.  
*[Signature]*



Grantor expressly excepts from this grant and reserves unto itself and unto Kennecott Copper Corporation and unto Western Phosphates, Inc.,

1011311-2-100

and unto their and each of their successors and assigns, a perpetual easement and right to, at any and all times, discharge over and upon said land through the medium of the air, such smoke, dust, fumes, cinders and other matter as may be released or thrown off by or in the course of the operation of any and all smelting plants, concentration plants, tailings ponds, locomotives, mill sites or dumps, processing plants or manufacturing plants, now or hereafter constructed, operated or maintained by Grantor, Kennecott Copper Corporation, or Western Phosphates, Inc., or their, or any of their, successors or assigns within Salt Lake or Tooele counties, State of Utah, together with a perpetual easement and right to enter upon said land hereby conveyed for the purpose of inspecting and taking pictures of said land and the vegetation growing thereon. In accepting this grant, and in using the lands hereby granted, Grantees assume all risk of damage to, or destruction of, their property by reason of the present condition of said land, or by reason of such discharge of smoke, dust, fumes, gases, cinders or other matter. Grantees hereby release and forever discharge Grantor, Kennecott Copper Corporation, Western Phosphates, Inc., and their and each of their successors and assigns from all liability for any damage whatsoever to themselves, their livestock or property which may be caused hereafter by the discharge of all such materials over the land covered hereby, or by the present condition of said land. Furthermore, Grantees agree to indemnify and save harmless the Grantor, Kennecott Copper Corporation, Western Phosphates, Inc., and their and each of their successors and assigns, from and against all claims, damages or causes of action whatsoever which may be asserted by any and all persons whomsoever for damages claimed to have been caused to livestock or other property within the limits of the premises hereby granted by reason of the present condition of the granted premises, or by reason of the discharge of smoke, dust, fumes, gases, cinders or other matter over or

upon the same.

This easement and right is strictly excepted and reserved unto the Grantor, Kennecott Copper Corporation, Western Phosphates, Inc., and their and each of their successors and assigns, and is intended to attach to and adhere to the land and be binding upon the Grantees, their successors and assigns.

Grantor further expressly excepts from this grant and reserves unto itself and to its successors and assigns all minerals of whatsoever kind, including but not limited to oil, gas, coal and ores of all kinds which may be upon or within the above described property; and if any mineral shall be discovered upon or within said property, Grantor shall have the right to go upon and over such property and to do all such things as may be reasonably necessary or convenient in the extraction, treatment, storage and removal of such minerals.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers the 28<sup>th</sup> day of June, 1956.

AMERICAN SMELTING AND REFINING COMPANY

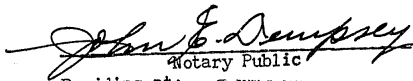
By *Adin A. Brown*  
Vice President

Attest:  
*Harold Howe*  
Secretary

STATE OF NEW YORK )  
                                  ) ss  
COUNTY OF NEW YORK )

On the 28<sup>th</sup> day of June, 1956, personally appeared before me *Adin A. Brown* and *Harold Howe*, who being by me first duly sworn on oath did say: That they are *Vice President* and *Secretary* of

American Smelting and Refining Company, and the foregoing Quit-Claim Deed  
was signed in behalf of said corporation by resolution of its Board of Directors,  
and the said Adin A Brown and Harold Howe  
acknowledge to me that said corporation executed the same.

  
Notary Public

Residing at: JOHN E. DEMPSEY  
Notary Public, State of New York  
No. 41-5983300  
Qualified in Queens County  
Certificate filed with N. Y. Co. Clerk  
Term Expires March 30, 1958