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JUN 26 1961

Recorded at 10:29 AM.
Request of James D. Buck
Fee Paid. Nellie M. Jack,
Recorder, Salt Lake County, Utah
By [Signature] Deputy
Ref. 4050 So. 8400 W.

QUITCLAIM DEED \$ 4.70

AMERICAN SMELTING AND REFINING COMPANY, a corporation of the State of Utah, Magna, Ut.

of New Jersey, Grantor, hereby QUITCLAIMS to JAMES D. BUCK and CLEO D. BUCK, his wife, as joint tenants, with full rights of survivorship, and not as tenants in common, Grantees, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the following described tract of land in Salt Lake County, State of Utah:

Commencing at the Southeast corner of the Southwest Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 444 feet; thence North 709.5 feet; thence East 444 feet; thence South 709.5 feet to the place of beginning. Subject to highway over the east 50 feet thereof as described in deed to State Road Commission of Utah, in Book 348, Page 492-4 in the office of the Recorder of Salt Lake County, Utah. Together with the well appurtenant thereto.

Also: Commencing at the North Quarter Corner of Section 5, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence West 444 feet; thence South 70.31 feet; thence North 81° East 449.53 feet; less and subject to the existing roadway.

Subject to existing rights of way of record.

Together with all water and water rights appurtenant to the above described lands.

Grantor expressly excepts from this grant and reserves unto itself and unto Kennecott Copper Corporation and unto Western Phosphates, Inc., 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 of Tooele counties, State of Utah, together with a perpetual easement and right to enter upon said land

hereby conveyed for the purpose of inspection and taking pictures of said land and the vegetation growing thereon. In accepting this grant, and in using the lands granted hereby, Grantees assume all risk of damage to, or destruction of, the 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.

Out of the conveyance herein contained there is reserved unto the Grantor, its successors and assigns, all mines and minerals of whatsoever nature lying in and under the property hereby conveyed, with the full right to mine and remove said minerals, but by underground workings only and without entering upon or in any way disturbing the surface of the property hereby conveyed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers the 26th day of May, 1961.

AMERICAN SMELTING AND REFINING COMPANY

By *E. McL. Tittmann*
Its Exec. Vice President



ATTEST:
Harold Howe
Secretary

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

On the 26th day of May, 1961, personally appeared before me E. McL. Tittmann and Harold Howe, who being by me first duly sworn on oath did say: That they are Executive Vice President and Secretary of AMERICAN SMELTING AND REFINING COMPANY, and the foregoing Quitclaim Deed was signed in behalf of said corporation by resolution of its Board of Directors, and the said E. McL. Tittmann and Harold Howe acknowledged to me that said corporation executed the same.

W. Thomas Reed
Notary Public

Residing at: Brooklyn, N. Y.

My commission expires:
W. THOMAS REED
Notary Public, State of New York
No. 24-8519150
Qualified In Kings County
Commission Expires March 30, 1962