

Recorded at request of Utah Light & Ry Co Feb 24 1913 at 3:05 PM in "89" of Deeds pages 530-531. Abstracted in "D1" page 247 lines 5+6. Recording fee paid \$1.50.
(Signed) Clarence McCannon Recorder Salt Lake County Utah By R G Collett Deputy.

#306334

This agreement entered into this 21st day of February, 1913, by and between the Bingham Gold Placer company, a corporation of Utah, party of the first part, and the Utah Copper Company, a corporation of New Jersey, party of the second part, Witnesseth:

That said party of the first part, in consideration of the sum of \$10.00, to it in hand paid, and certain other valuable considerations, the receipt whereof is hereby acknowledged, does hereby give and grant unto said second party, the perpetual right and easement to pass over and across the property of this company and to dump, discharge and place upon said property, and all tailings, earth, rock and debris which it may desire to so dump and deposit thereon, from its mining and milling operations in the West Mountain Mining District, Salt Lake County, State of Utah.

This right and easement is, and shall be, deemed and treated as effective, from the 1st day of July, 1904, and is given and granted to evidence in writing the grant and easement heretofore given to said Utah Copper Company to pass over and across the property of this company, and to dump, discharge and place thereon, any and all tailings, earth, rock and debris which it might desire to dump and deposit thereon.

And it is further understood and agreed by and between the parties hereto that the title in and to any and all such tailings, earth, rock and material, which has heretofore been, or may hereafter be dumped, discharged and placed upon the property of this company by said second party, shall be and remain in the said second party, and in no event shall said party of the first part have or claim any estate, right, title, or interest in or to any such tailings, earth, rock or material, so dumped or placed upon its said property, as aforesaid; and the said party of the second part, its successors, or assigns, shall have the right to remove any such tailings, earth, rock or material from said property whenever it may desire to do so.

The land, ground and premises over and concerning which said easement and perpetual right above set forth is hereby granted, are described as follows, to-wit:

The north half of Section 27, Township 3 South Range 2 West Salt Lake Meridian, and the west half of the southwest quarter of Section 16, Township 3 South Range 2 West Salt Lake Meridian, and also commencing at the center of the northwest quarter of Section 16 and running thence West 80 rods, thence North 730 feet, thence North 84 deg. East 677 feet, thence North 516 feet, thence East 625 feet, thence South 80 rods to the place of beginning.

This grant and easement is made pursuant to a resolution of the Board of Directors of said first party.

In Witness Whereof said party of the first part has caused these presents to be executed in its corporate name and its corporate seal to be affixed here to, by its proper officers, thereunto duly authorized, the day and year first above written.

Bingham Gold Placer Company,
By John M Hays President.
E. Ben Brown Secretary.

State of Utah }
County of Salt Lake } ss
On this 21st day of February, 1913, personally appeared before me John M Hays and E. Ben Brown, who being by me first duly