

RECORDERS MEMORANDUM

PAID _____
RECORDED _____
BOOK READ _____

RIGHT-OF-WAY EASEMENT

INDEXED } ABSTRACT 1-A
 } INDEX _____
 } GRANTEE ✓
 } GRANTOR ✓

NOTES MADE None
REMARKS _____

The undersigned Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto KENNECOTT COPPER CORPORATION, a corporation of the State of New York, duly qualified to do business in the State of Utah, Grantee, its successors, assigns, lessees, licensees and agents, a Right-of-Way Easement and the right to construct, operate and maintain and remove an electrical transmission line over, upon, and across the following described land of Grantor, to-wit:

A 16 foot wide easement having the following described centerline:

BEGINNING at a point South 1250 feet and East 1980 feet, more or less, from the Northwest corner of Section 36, Township 1 South, Range 4 West, Salt Lake Base and Meridian; thence running South 63°00' West 250 feet; thence South 35°30' West 500 feet, more or less to existing transmission line of Utah Power & Light Company.

TOGETHER WITH the right to clear, and keep cleared all trees and other obstructions as may be necessary within said Right-of-Way.

Grantor reserves, for itself, its successors, lessees, licensees and assigns, the right to occupy and use said property for all purposes not inconsistent with the rights herein granted.

Grantor further reserves, for itself, its successors, lessees, licensees and assigns, the right to require Grantee, its successors, assigns, lessees, licensees and agents, to remove said electrical transmission line or any part thereof to a more convenient place upon the property of Grantor. Grantee will, within a reasonable time, upon request by Grantor, and upon a new

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location and right-of-way being designated by Grantor, remove and replace said electrical transmission line at Grantee's sole expense.

Grantee agrees to indemnify and hold Grantor harmless with respect to any liability that results solely from Grantee's use of said Right-of-Way, or solely from any actions taken by Grantee under said Right-of-Way. It is understood and agreed that Grantor does not warrant title to said Right-of-Way and Grantee hereby waives any claim it may have against Grantor arising from failure or inadequacy of Grantor's title to the land covered by this Right-of-Way Easement.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed by its duly authorized officer this 2ND day of OCTOBER, 1979.

SKULL VALLEY COMPANY

A Utah Limited Partnership

WITNESS:

Keith S. Hansen

By David A. Robinson
A General Partner

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

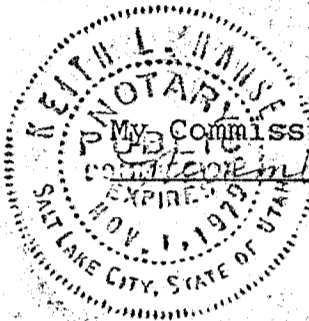
On the 2ND day of OCTOBER, 1979,
personally appeared before me DAVID A. ROBINSON, who
being by me duly sworn did say that he is a general partner
of SKULL VALLEY COMPANY, and that the within and foregoing

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instrument was signed in behalf of said limited partnership pursuant to authority of said limited partnership and said DAVID A. ROBINSON duly acknowledged to me that said limited partnership executed the same.

Keith L. Hansen
Notary Public

Residing at Salt Lake County



My Commission Expires: November 1, 1979

334455

RECORDED AT THE REQUEST OF Bennett Copper Corp.
DATE NOV 8 1979 TIME 9:20 a.m.
BOOK 177 OF RECORDS PAGE 192 FEE 6.00
DONNA S. MCKENDRICK, TOOELE COUNTY RECORDER

Tooele County Recorder
DONNA S. MCKENDRICK

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