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E A S E M E N T

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Wynne Harper
RECORDED
APR 18 1906
KENNECOTT
APR 18 1906

P.O. Box 6500
SEC. 47
84106

KNOW ALL MEN BY THESE PRESENTS:

That THE ANACONDA COMPANY, a corporation of the State of Delaware, GRANTOR, duly authorized to engage in business in the State of Utah, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration does hereby quitclaim to KENNECOTT CORPORATION, a corporation of the State of New York, GRANTEE, duly authorized to do business in the State of Utah, a perpetual non-exclusive right-of-way and easement over, upon, under and across the hereinafter described property, shown on Exhibit 1 attached hereto, and by this reference made a part hereof, for the purpose of installing and maintaining an electric transmission line and pipeline over, upon, under, across and within a strip of land 100 feet in width located in Section 27, Township 3 South, Range 3 West, Salt Lake Base and Meridian, described as follows:

Beginning at a point on the common mineral boundary between Kennecott Corporation and The Anaconda Company which is corner No. 1 of the Alamo mining claim, survey No. 231, which is identical to corner No. 3 of the Exchange No. 2 mining claim, survey No. 4503; thence N.67°E. 105.15 Ft. along line 1-2 of said Alamo mining claim; thence N.41°W. 732.49 Ft.; thence S.49°W. 100.00 Ft.; thence S.41°E. 700.00 Ft. to the point of beginning. Area 1.64 acres.

together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation, and enjoyment of the Easement hereby granted and all rights and privileges

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incident thereto, provided, however, that such ingress, egress, and other necessary uses shall not interfere with any operation of GRANTOR or its successors or assigns on, or its use of, any of its real property.

This Easement is subject to the following conditions, reservations and agreements, to-wit:

(1) That if this Easement shall cease to be used for the purpose herein specified for a period of six months then this Easement shall automatically cease and terminate and all rights granted hereunder shall revert to GRANTOR, its successors and assigns, provided, however, GRANTEE shall have a reasonable length of time in which to remove any of its property from said Easement.

(2) It is understood that this Easement is only for the purpose herein specified and by making this grant, GRANTOR is not warranting any title, express or implied and it is understood and agreed by the parties that this document is not to change their respective legal rights and those rights and privileges shall remain as they presently exist as each party is specifically reserving any question as to them including title and ownership.

(3) GRANTEE indemnifies and saves harmless GRANTOR from and against all loss, damage, liability, expenses, claims and demands of whatever character direct, indirect or consequential, including injuries to or death of any and all persons, damage to or loss of property belonging to or in the custody or possession of GRANTOR or any and all other persons, caused by the installation, operation or maintenance of the electric

