

RECORDER'S NO. 6556H ✓ RECORDED NOV 3 1965

FEE \$ 10:50 TIME 11:10 AM BOOK 195 PAGE 1  
MARGARET R. EVANS - BOX ELDER COUNTY RECORDER *Margaret Evans*

MODIFICATION OF  
RIGHT OF WAY AND EASEMENT GRANT

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KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, D. H. ADAMS and SARAH K. ADAMS, in her own right and as wife of D. H. Adams, as GRANTORS, did heretofore convey and grant to LITHIUM CORPORATION OF AMERICA, INC., GRANTEE, a right of way and easement thirty-three (33) feet in width, to lay, maintain and operate pipelines, conduits and appurtenant facilities for the transportation of salt brine through and across the following described land and premises situate in the County of Box Elder, State of Utah, to-wit:

Township 6 North, Range 5 West, SLM, Utah

Section 15: Lot 4  
 Section 19: E $\frac{1}{2}$   
 Section 22: Lots 1, 2, 3, 4, 5, NW $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
 SW $\frac{1}{4}$ NW $\frac{1}{4}$   
 Section 27: Lot 1  
 Section 28: Lots 4 and 5, N $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$   
 Section 29: SE $\frac{1}{4}$ SE $\frac{1}{4}$ , N 3/4 and S $\frac{1}{2}$ SW $\frac{1}{4}$   
 Section 30: Lot 4, N $\frac{1}{2}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
 SE $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$   
 Section 31: Lots 1, 2, 3 and 4 lying north  
 of a line 200 feet north of  
 centerline of Railroad Right  
 of Way  
 Section 32: Lots 1, 2, 3, 4, N $\frac{1}{2}$ N $\frac{1}{2}$   
 Section 33: That part of Lot 1 lying north  
 of a line 200 feet north of  
 centerline of Railroad track

Township 6 North, Range 6 West, SLM, Utah

Section 23: Lots 1, 2, 3, 4, NE $\frac{1}{4}$ NE $\frac{1}{4}$   
 Section 24: E $\frac{1}{2}$ , SW $\frac{1}{4}$

which Right of Way and Easement Grant (hereinafter referred to as "said instrument") was acknowledged by said Grantors on



November 4, 1964, and is recorded in Book 186, page 497, as Entry No. 754H, records of Box Elder County, Utah; and

WHEREAS, the conclusion clause of said instrument was inadvertently left incomplete and reads as follows:

" WITNESS the execution hereof this     day  
of                   A. D., 1964."

and

WHEREAS, the second to the last paragraph on page 3 of said instrument reads as follows:

" The exact location of the 33-foot strip of land hereinabove referred to shall be determined by a survey to be made by Grantee within one year from the date of this instrument. Grantee shall, within said one year period, execute and deposit for record in the office of the County Recorder of said Box Elder County an instrument containing the description of the centerline of said 33-foot strip of land as determined by said survey. In the event Grantee shall, within said one year period, fail to make said survey and to record the description of the centerline thereof as above provided, then and in such event this grant of right of way shall cease and terminate and be of no further force or effect, otherwise to remain in full force and effect. Grantor expressly grants to Grantee permission to enter upon said land for the purpose of surveying and locating said strip of land."

and

WHEREAS, Lithium Corporation of America, Inc., by assignment dated June 18, 1965, assigned to Chemsalt Corporation an undivided forty-nine per cent (49%) interest in and to said Right of Way and Easement Grant; and

WHEREAS, Lithium Corporation of America, Inc., and Chemsalt Corporation are desirous of having said conclusion clause completed and the above quoted paragraph modified as hereinafter set out,



NOW, THEREFORE, the conclusion clause of said instrument shall be and the same is hereby completed to read as follows:

"WITNESS the execution hereof this 4th day of November, A. D. 1964."

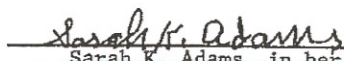
In consideration of the sum of ONE HUNDRED DOLLARS (\$100.00) paid to said Grantors, the paragraph above referred to and quoted is hereby amended and modified to read as follows:

" The exact location of the 33-foot strip of land hereinabove referred to shall be determined by a survey to be made by Grantee within two years from the date of this instrument. Grantee shall, within said two-year period, execute and deposit for record in the office of the County Recorder of said Box Elder County an instrument containing the description of the centerline of said 33-foot strip of land as determined by said survey. In the event Grantee shall, within said two-year period, fail to make said survey and to record the description of the centerline thereof as above provided, then and in such event this grant of right of way shall cease and terminate and be of no further force or effect, otherwise to remain in full force and effect. Grantor expressly grants to Grantee permission to enter upon said land for the purpose of surveying and locating said strip of land."

It is further understood and agreed that all other terms, provisions and conditions of said instrument shall remain unchanged and in full force and effect and that said instrument, as herein completed and modified, be and the same is hereby ratified and confirmed as valid and subsisting.

IN WITNESS WHEREOF said Grantors have executed this modification this 18<sup>th</sup> day of October, 1965.

  
D. H. Adams

  
Sarah K. Adams, in her  
own right and as wife of  
D. H. Adams



NOW, THEREFORE, the conclusion clause of said instrument shall be and the same is hereby completed to read as follows:


"WITNESS the execution hereof this 4th day of November, A. D. 1964."

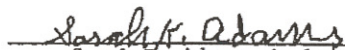
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IN WITNESS WHEREOF said Grantors have executed this modification this 18<sup>th</sup> day of October, 1965.

  
\_\_\_\_\_  
D. H. Adams

  
\_\_\_\_\_  
Sarah K. Adams, in her  
own right and as wife of  
D. H. Adams

STATE OF UTAH )  
COUNTY OF DAVIS } ss.

On the 28 day of October, A. D. 1965, personally appeared before me D. H. ADAMS, one of the signers of the foregoing instrument who duly acknowledged to me that he executed the same.

On the same day personally appeared before me SARAH K. ADAMS, wife of said D. H. Adams, one of the signers of the foregoing instrument who duly acknowledged to me that she executed the same in her own right and as wife of said D. H. Adams.

*Harold J. Galt*  
Notary Public residing at:  
Kaysville, Utah

My commission expires:  
Oct 17, 1966

Abst	Book	H.	Sec	pages
	I	"	"	70-343-344-345 ✓
	R	"	page	80-277 ✓
	Y	"	"	14 ✓
	Z	"	"	235 ✓
	G	"	"	168 ✓
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