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5253E A S E M E N T

THIS EASEMENT, granted this 9th day of May, 1951, by EPHRAIM R. NELSON and RADCLIFFE NELSON of Santaquin, Utah (hereinafter referred to as "Grantors"), to GENEVA STEEL COMPANY, a Delaware corporation with principal offices at Geneva, Utah (hereinafter referred to as "Geneva"),

W I T N E S S E T H :

WHEREAS, Geneva owns and operates the limestone and dolomite properties and related facilities known as the Geneva Steel Company Kelgley Quarry, located about six (6) miles West of Payson, Utah County, State of Utah;

WHEREAS, Grantors are the owners of certain lands adjacent to and near the above-mentioned properties and facilities of Geneva;

WHEREAS it is possible that gases, dust, ashes or other substances from Geneva's quarry operations and properties might cause damage to or interfere with Grantors' use and enjoyment of Grantors' adjacent or nearby lands, and

WHEREAS, Geneva desires an Easement from Grantors with respect to the passage, depositing or accumulation of any such dust, ashes, gases or other substances, upon, over and across the said lands of grantors.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid to Grantors by Geneva, receipt of which is hereby acknowledged, and in consideration of the premises, and for other good and valuable considerations, Grantors hereby grant unto Geneva the following easement:

1. Grantors hereby grant unto Geneva full and free right and authority for the passage of any gases, dust, ashes, or other particles or materials of a similar or dissimilar nature, from Geneva's Kelgley Quarry property operations or other facilities upon, over and across the adjacent or nearby lands presently owned or hereafter to be acquired by Grantors, or either of them, including the full and free right and permission for the depositing and/or accumulation of any such gases, dust, ashes, or other particles or substances, on the lands of Grantors, and upon any crops, emblements, livestock, improvements, etc. arising therefrom, placed thereon, attached thereto or connected therewith.

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2. Grantors in the granting of this Easement hereby covenant and agree that no action of any kind, either at law or in equity, shall be brought against Geneva for any death of, or injury to, persons; or damage to, or destruction of, property arising out of or in connection with the passage, deposition, or accumulation of the gases, dust, ashes, or other materials of a similar or dissimilar nature, for which this Easement is granted.

3. The Easement herein granted shall continue so long as the Keigley Quarry operations are maintained for operation by Geneva, its successors or assigns, but shall terminate six (6) months after the abandonment of such operations or the substantial dismantling thereof.

4. The Easement herein granted shall be appurtenant to and run with the lands of Grantors and Geneva and shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the grantors have set their hands the day and year first above written.

E. R. Nelson
EPHRAIM R. NELSON

Witness:

John K. Hayes Radcliffe Nelson
RADCLIFFE NELSON

Witness:

Eric V. Boorman, Jr.

State of Utah)
County of Utah) ss.

On the 9th day of May, 1951, personally appeared before me EPHRAIM R. NELSON and RADCLIFFE NELSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Ralph F. Stalker
Notary Public

My commission expires:

September 30, 1952



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