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Recorded NOV 4 1958 ^{9:45} 9:45 a.m.
Request of Ray Quinney & Nebeker
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ 30 By W. H. Haggard Deputy
Book 1045 Page 357 Ref. Hea nrs 31g

CONSENT AND WAIVER

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by HANSEN HOMES, INC., a corporation, to KENNETH H. WILLIAMS, receipt of such payment by the latter being hereby acknowledged, said Kenneth H. Williams does hereby consent to the granting by said Hansen Homes, Inc., of an easement, commonly called a smoke easement, to American Smelting and Refining Company, a corporation, upon and over the land in Salt Lake County, State of Utah, described as follows:

Lots 1 to 91, inclusive, of LAKE RIDGE SUBDIVISION, according to the plat thereof on file in the records of the County Recorder of Salt Lake County, State of Utah.

And said Kenneth H. Williams does hereby waive any objections it might have to the imposition of said easement upon the lands hereinabove described, and agrees for the benefit of said American Smelting and Refining Company that said easement shall operate and have effect as though executed and recorded prior in date to that certain mortgage executed by Hansen Homes, Inc., on June 2, 1952, in favor of said Kenneth H. Williams on said Lots 25 to 34, inclusive, of said Lake Ridge Subdivision, and recorded on June 3, 1952, as Entry No. 1288015, in Book 932, page 448 of Official Records.

Said easement is specifically referred to and described as follows:

GRANT OF EASEMENT

HANSEN HOMES, INC., a corporation of the State of Utah, Grantor, hereby represents that it is the owner, free and clear of all encumbrances, of that certain parcel of land lying in Salt Lake County, State of Utah, and particularly described as follows:

All of the Lake Ridge Subdivision, consisting of Lots 1 to 91, inclusive, which is located in the West half of Section 28, Township 1 South, Range 2 West, Salt Lake Base and Meridian

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, Grantor hereby grants to American Smelting and Refining Company, a corporation of the State of New Jersey, and to Kennecott Copper Corporation, a corporation of the State of New York, and to Western Phosphates, Inc., a corporation of the State of Delaware, and to their, and each of their, successors and assigns, a perpetual easement and right to at any and all times discharge over and upon the above described land, through the medium of the air, such dust, smoke, fumes, cinders, or other matter as may be released or thrown off by or in the course of the operation of any and all smelters, plants, refineries, or other industrial installations now or hereafter constructed, maintained, or operated by American Smelting and Refining Company, Kennecott Copper Corporation or Western Phosphates, Inc., their successors and assigns, within the counties of Salt Lake or Tooele, State of Utah.

Grantor agrees that the right and easement hereby granted shall be perpetual and permanent, and that the Grantor, its successors and assigns, will not in the future make or assert any claim, directly or indirectly, against American Smelting and Refining Company, Kennecott Copper Corporation or Western Phosphates, Inc., their and each of their successors and assigns, by reason of the discharge over or upon said land of dust, smoke, fumes, cinders or other matter which may be released or thrown off by or in the course of the operation of any smelting plant, concentrating plant, refinery or other industrial installation operated or maintained by American Smelting and Refining Company, or Kennecott Copper Corporation, or Western Phosphates, Inc., their successors or assigns, within the counties of Salt Lake or Tooele, State of Utah, as said counties are now established.

Grantees, in the enjoyment of the easement hereby granted, shall have the right at reasonable times, and from time to time, to go upon the property covered hereby for the purpose of observing and inspecting vegetation, animals and personal property not located in any dwelling.

This easement and right is strictly excepted and reserved unto the American Smelting and Refining Company, Kennecott Copper Corporation, Western Phosphates, Inc., and their, and each of their, successors and assigns, and is intended to attach to and adhere to the land and be binding upon the Grantor, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Easement to be executed by its duly authorized officers the 30 day of October, 1953.

HANSEN HOMES, INC.

By N. H. Hansen . . . GRANTOR . . .

Attest:

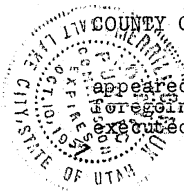
Angeline W. Hansen
Secretary

IN WITNESS WHEREOF, Kenneth H. Williams does hereby execute the foregoing Consent and Waiver on this 30th day of October, 1953.

Kenneth H. Williams
Kenneth H. Williams

STATE OF UTAH)
COUNTY OF SALT LAKE)

ss.



On this 30th day of October, 1953, personally appeared before me KENNETH H. WILLIAMS, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Merrill C. Jones
NOTARY PUBLIC
Residing at Salt Lake City, Utah