

RECORDER'S NO. 754H RECORDED Nov. 10, 1964FEE \$ 11.50 TIME 1:10 PM BOOK 186 PAGE 497  
MARGARET R. EVANS - BOX ELDER COUNTY RECORDER Sadie D. Jensen  
DeputyRIGHT OF WAY AND EASEMENT GRANT

D. H. ADAMS and SARAH K. ADAMS, in her own right and as wife of said D. H. Adams, GRANTORS, of Layton, Utah, do hereby convey and warrant to LITHIUM CORPORATION OF AMERICA, INC., a Minnesota corporation, whose post office address is 500 Fifth Avenue, New York, New York, GRANTEE, its successors and assigns, for the sum of ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00), and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement 33 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace, all pipelines, conduits, valves, valve boxes and other transmission and distribution 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 $\frac{1}{4}$

(See Memorandum vol 195 pg. 1) M. E.

So long as such facilities shall be maintained, Grantee shall have the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace said facilities. During temporary periods, Grantee may use such portions of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of facilities.

The said Grantors shall have the right to the use of the said premises, except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities and other rights granted to the Grantee hereunder.

Grantors may maintain and erect boundary fences, but Grantee may cut said fences and install and maintain good and substantial gates which shall be kept locked with a double locked hasp or chain, the Grantors replacing their padlock and the Grantee replacing its padlocks so that each may unlock said gate without hindrance of the other.

The Grantee shall install said line or lines underground at least fifteen (15) inches deep beneath the surface of the ground, to the end that any farming operations or any other operations such as sheep, lambs, cows or calves etc., will not be hindered in enjoying the surface rights of said property, subject to the rights of the Grantee herein granted.

The Grantee, by its acceptance of this easement, agrees to pay any damages to Grantors' crops, fences or buildings, which

may be caused by Grantee hereunder. Said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one (1) thereof to be appointed by Grantors, one (1) by Grantee and the third by the two so appointed as aforesaid.

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.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

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

*D. H. Adams*

D. H. Adams

*Sarah K. Adams*

Sarah K. Adams

In her own right and as wife of  
said D. H. Adams

STATE OF UTAH )  
 ) SS.  
COUNTY OF DAVIS )

On the 4<sup>th</sup> day of November, A. D., 1964,  
personally appeared before me D. H. ADAMS, one of the signers of  
the foregoing instrument who duly acknowledged to me that he exe-  
cuted 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 fore-  
going instrument who duly acknowledged to me that she executed  
the same in her own right and as wife of said D. H. Adams.

*Ernest R Little*

Notary Public  
Residing at:



My Commission Expires: Oct 13, 1966

*July*

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