

7711

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 27th day of November, A. D. one thousand nine hundred and forty-two personally appeared before me W. C. Loser and Frank E. Loser who being by me duly sworn did say, that they are the President and Secretary-Treasurer of McConaughy-Loser Lumber Company, a corporation, and that the foregoing Release of Mortgage was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said W. C. Loser and Frank E. Loser acknowledged to me that said corporation executed the same.

My commission expires:

J. Folger Stone
Notary Public, residing at
Salt Lake City, Utah.



April 22 1944

Recorded at Request of American Tel. & Tel. Co. DEC 1 1942
at 3:31 PM Fee paid \$2.50 Cornelia S. Lund, Recorder S. L. County, Utah
By Cornelia S. Lund, Dep. Book 329 Page 654- Ref: 33-293-17
33-293-4
33-294-9
33-295-17

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Received of AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING,

Ten Dollars (\$10.00), in consideration of which the undersigned hereby grants unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of underground cables, wires, conduits, manholes, joints and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon over and under a strip of land one rod wide across the land which the undersigned owns or in which it has any interest in Sections 9, 16, 17, 20 and 19, Township 1 South, Range 3 West, in County of Salt Lake and State of Utah, and in that portion of the Northeast quarter of Section 19, Township 1 South, Range 3 West of S. L. E. & M., which is in County of Tooele and State of Utah, the location of said one rod strip being defined as follows: Between a point approximately 187 feet southwesterly of the road known as the Garfield cut-off and a point approximately 1320 feet northeasterly of the northwest corner of said Section 20, said strip shall be within the right of way limits of U. S. Highway 40 as

29 now constituted, elsewhere it shall be upon lands of the undersigned southeasterly of the boundary of said U. S. Highway 40 but not more than 225 feet therefrom; also across the northwest corner of that portion of the Northeast quarter of the Northwest quarter, in Section 16, T-2-S, R-4-W, Tooele County, Utah, which the undersigned owns or in which it has any interest, for a distance of approximately 205 feet; together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; and to install gates in any fences crossing said strip. The northwesterly boundary of said one rod strip shall be a line parallel

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to and three feet northwesterly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals upon land of the undersigned or upon lands adjacent thereto. The undersigned for itself, its successors and assigns, hereby covenants that no structure shall be erected or permitted on said strip. The grantee agrees to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. The grantee further agrees to indemnify the grantor against and to save the grantor harmless from any liens upon the property of the grantor and from any and all liability of any kind and character whether to persons or to property, arising out of or caused by the construction, maintenance and operation of said communication system, or the removal of all or any part thereof.

The grantor for itself, its successors and assigns, and for Utah Copper Company, its successors and assigns, hereby reserves the right and privilege at any and all times hereafter to discharge upon and over all and every portion of the above described land any and all gases, smoke, dust, fumes and other substances and matter which may be released, given or thrown off, emitted, or discharged from grantor's smokestacks in the course of or by or through the operations of each and all of the smelting plants, reduction works, mills, manufactureries and other works and factories which grantor or its successors in interest, or Utah Copper Company, its successors and assigns, may hereafter at any time operate upon land in Salt Lake County, State of Utah.

It is an express condition of this grant that if after one year from the date hereof the above described right of way shall at any time be abandoned as a right of way for the purposes aforesaid, the land covered thereby shall immediately revert to the grantor.

Signed and sealed this 19th day of October, 1942, at New



AMERICAN SMELTING AND REFINING COMPANY

By J. C. Emman
Vice-President

ATTEST: Geo. Berkong L (Secretary)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 19th day of October, A. D. 1942, personally appeared before me J. C. Emman, who, being duly sworn, did say that he is Vice President of AMERICAN SMELTING AND REFINING COMPANY, and that the foregoing instrument was executed in behalf of said corporation by authority of the Executive Committee of its Board of Directors, and said J. C. Emman acknowledged to me that said corporation executed the same.

WITNESS my hand and notarial seal.



Samuel Kalisch
Notary Public in and for County of
New York, residing in _____

Notary Public, Commission No. 805
Queens County Civil No. 805
Certificate Filed in New York County No. 131
Commission Expires March 30, 1944