

EASEMENT AND OPTION.

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Dec. 106-45/42

THIS AGREEMENT, made by and between Fred Bryan, and Dora E. Bryan, his wife, William H. Bryan, and Emily Bryan, his wife, herein called the first parties, and UTAH CONSOLIDATED MINING COMPANY, second party, WITNESSETH:

WHEREAS, the first parties may be damaged by the operation of the second party's proposed smelter, and are the owners and entitled to the possession of the following described tracts of land situated in Tooele County, Utah;

The South-west quarter of the South-west quarter of Section 25 in Township 2 South Range 4 West of the Salt Lake Base and Meridian, containing 40 acres of land Valued at\$1040.

Also:- The West-half of the North-west quarter of Section 26, in said township and range, containing 80 acres of land Valued at\$ 2080.

Also:- Commencing at the South-east corner of said section 26, extending thence North 20 chains, thence West 35 chains, thence South 20 chains, thence East 35 chains to the place of beginning containing 70 acres of land Valued at\$1820.

Also:- the North-half of the North-west quarter, and the North-half of the North-east quarter of Section 35, in said township and range containing 160 acres of land, Valued at\$4160.

Also:- The North-west quarter of the North-west quarter of Section 36, in said township and range, containing 40 acres Valued \$1040.

Together with all theirinterest in what is known as the "Bryan Springs of Water" the same being used on the above described 70 acres of land in the South-east quarter of section 26. and Valued at\$7000.

Also, Improvements on the above described lands, Valued \$3000.

Also:- The North-half of the North-west quarter of Section 34 in Township 2 South Range 4 West of the Salt Lake Base and Meridian, less 2 acres deeded to Batesville School District, containing 78 acres of land Valued at\$1360.

and, WHEREAS, the second party is desirous of erecting and operating a smelter, but is unwilling to erect and operate one where the operation thereof may do damage by the emission of flue dust, gases, fumes or other substances to and upon the surrounding lands, vegetation, inhabitants and animals, unless it is first granted the perpetual privilege and right of operating its smelter and of discharging therefrom gases, fumes, smoke and whatever other substances may be emitted therefrom, without incurring liability to the first parties as hereinafter provided; and

WHEREAS, the first parties are willing to grant to the second party the rights and easement herein mentioned if the second party will build a new smelter at or near the mouth of Pine Canyon, Tooele County, Utah:

NOW, THEREFORE, in consideration of Two thousand one hundred fifty \$2150. Dollars, to us in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the benefits to be derived by the first parties from the erection and operation of said smelter, the first parties do hereby give and grant unto the second party, its successors and assigns, the perpetual right, privilege and easement of operating its said smelter at said place, without incurring any liability whatsoever to the first parties, or either of them, in respect to any damage, of whatever nature or kind, which it may do in consequence of such operations, either in respect to the matters aforesaid or to the said lands, or in respect to any personal property which the first parties or either of them may now own or may hereafter acquire, within a radius of five miles from said smelter, excluding, however, any lands, as well as the vegetation and trees grown thereon, which the first parties or either of them may hereafter acquire.

The covenants herein contained on behalf of the first parties shall run with all of the property aforesaid, and shall be binding upon any tenants, lessees, possessors, or successors in interest of the same.

In consideration of this agreement the second party agrees that if the fertility of said lands should be impaired, or the vegetation or trees grown thereon should be injured, by fumes or other injurious substances emanating from said smelter, it will, at the option of the first parties, but not before one year after such smelter commences general operations buy the said described lands which shall include all improvements and water rights, for the further sum of Nineteen thousand three hundred fifty (\$19350.) Dollars;

and will also pay in addition to the aforesaid sum the value of all improvements which the first parties or either of them may hereafter make upon said premises and which are necessary for the reasonable use and enjoyment of said premises as a farm, excluding, however, all repairs and fencing, the value of such improvements at the time the second parties exercise their option hereunder to govern. Should the parties hereto be unable to agree as to such value, then the matter shall be referred to three arbitrators, one of whom shall be chosen by the first parties, one by the second party, and the two thus chosen shall select a third, and the decision of a majority of the arbitrators shall be binding and conclusive. The second party is hereby authorized to make payment of the aforesaid sum or sums to Wm H Bryan and Fred Bryan

The first parties agree that if they should elect to sell as herein provided, they will furnish an abstract of title of said premises to the second party, showing a marketable title and free of incumbrance, and will deliver a statutory warranty deed property executed. If the second party neglects or refuses to purchase as herein provided, then the first parties may bring suit to enforce this agreement, and may recover, in addition to other sums, costs of court and reasonable attorney's fees.

This agreement shall run in favor of and be binding upon the heirs, personal representatives, assigns, grantees and successors of the parties hereto.

(over)

See deed Book 3-J-198-

See Assignment Book "A" page 35-4

WITNESS the hands of said parties this 16th day of October, 1908, and the execution hereof in duplicate.

Signed in Presence of
E. B. Woods
Chas R McBride

UTAH CONSOLIDATED MINING COMPANY,
By J. B. Risque
Its Manager
William H. Bryan
Emily Bryan
Fred Bryan
Dora E Bryan

STATE OF UTAH)
COUNTY OF TOOELE, ss.

On this 16th day of October 1908, personally appeared before me William H. Bryan and Emily Bryan his wife Fred Bryan and Dora E Bryan his wife the signers the above instrument, who duly acknowledged to me that they executed the same
Chas R. McBride

My commission expires Jan. 2nd 1911. (SEAL) Notary Public.

#134522.

Recorded at the request of C. R. McBride, Oct., 17th 1908, at 2-44 P. M.

A. W. Bailey
County Recorder.

EASEMENT AND OPTION.

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See *note*
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106-45d

THIS AGREEMENT, made by and between John A. Bevan and Letitia M. Bevan, his wife, herein called the first parties, and UTAH CONSOLIDATED MINING COMPANY, second party, WITNESSETH:

WHEREAS, the first parties may be damaged by the operation of the second party's proposed smelter, and are the owners and entitled to the possession of the following described tract of land situated in Tooele County, Utah;

Commencing 2 rods West of the South-east corner of Section 22, in Township 3 South of Range 4 West of Salt Lake Meredian, and extending thence North 19.5 chains, thence West 19.5 chains, thence South 9.5 chains, thence East 10 chains, thence South 10 chains, thence East 9.5 chains, to the place of beginning, ^{including} 28.03 acres. Valued at\$840.00

Also, the South-west quarter of the South-east quarter of said Section 22 containing 40 acres Valued at\$1200.00

Also, the South-west quarter of the South-west quarter of Section 23, said twp and range; containing 40 acres Valued at\$1200.00

Also, the south half of the North-west quarter of said Section 23, containing 80 acres and Valued at\$2400.00

Also, the South-east quarter of the South-west quarter of said Section 23, containing 40 acres Valued at\$1200.00

Also, commencing at the North-west corner of Section 26, of said township and range and extending thence South 4 chains, thence North 64 degrees East 8.50 chains, thence West 7.95 chains, to beginning, containing 2.5 acres, and valued at\$75.00

ALSO, the South half of the South-east quarter, and Lots 12 and 13 in Section 8 of Township 3, South of Range 3 West Salt Lake Meredian containing 151.87 acres Valued at \$3420.00

Also, the South-west quarter of the South-west quarter of said section 8 in said twp and range containing 40 acres Valued at\$900.00

Also, the North-west quarter of the North-west quarter of Section 17, and the North half of the North-east quarter of Section 18, in said twp and range containing 120 acres Valued at \$2780.00

Also, the South-west quarter of the South-west quarter Section 9, in said township and range containing 40 acres Valued at \$900.00

Together with 36 shares of the Capital stock of the Middle Canyon Irrigation Company, a corporation, and all other water and water rights belonging or appurtenant to any the above described lands. Valued at \$ 900.00

Improvements on the South-west quarter of the North-west quarter of Section 23 in Township 3 South of Range 4 West, Salt Lake Meredian and Valued at\$3185.00 and,

WHEREAS, the second party is desirous of erecting and operating a smelter, but is unwilling to erect and operate one where the operation thereof may do damage by the emission of flue dust, gases, fumes or other substances to and upon the surrounding lands, vegetation, inhabitants and animals, unless it is first granted the perpetual privilege and right of operating its smelter and of discharging therefrom gases, fumes, smoke and whatever other substances may be emitted therefrom, without incurring liability to the first parties as hereinafter provided; and

WHEREAS, the first parties are willing to grant to the second party the rights and easement herein mentioned if the second party will build a new smelter at or near the mouth of Pine Canyon, Tooele County, Utah:

NOW, THEREFORE, in consideration of One thousand five hundred eighty two (\$1582.00) Dollars, to us in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the benefits to be derived by the first parties from the erection and operation of said smelter, the first parties do hereby give and grant unto the second party, its successors and assigns, the perpetual right, privilege and easement of operating its said smelter at said place, without incurring any liability whatsoever to the first parties, or either of them, in respect to any damage, of whatever nature or kind, which it may do in consequence of such operations, either in respect to the matters aforesaid or to the said lands, or in respect to any personal property which the first parties or either of them may now own or may hereafter acquire within a radius of five miles from said smelter

*See Assignment Book 'a' page 354-
See deed Book 3-J-198-*