

1, Fred L. England Clerk of the Third Judicial District Court of Utah, do hereby certify that the foregoing is a full, true and correct copy of the Original Decree in the action therein entitled, filed in my office.

WITNESS my hand and the Seal of said Court at Tooele City, this 10th day of February A. D. 1919

(SEAL)

Fred L. England Clerk.

By Mildred Park Deputy Clerk.

#160951.

Recorded at the request of Henry Johnson, Feb. 10, 1919, at 3:30 P. M.

E

W. Frank Atkin
County Recorder.

By Mabel Bonelli, Deputy.

TO WHOM IT MAY CONCERN

This certifies that I have this day located (200) Two hundred acres of unsurveyed land adjoining on the East Sec. 25 & Sec. 36 - 10 South R 17 West, S. L. B. & M. The same to be entered as a desert Entry - When surveyed & put upon the Market

Dated this 7th day of Sept. 1918 --

A. N. Bagley

#160961.

Recorded at the request of E. C. Bagley, Feb. 14, 1919, at 10:30 A. M.

E

W. Frank Atkin
County Recorder.

GRANT OF EASEMENT.

Notice
107- 83
84

THIS AGREEMENT, made and entered into this 13th day of February A. D. 1919, by and between WALTER E. COLLINS, an unmarried man, of Butte, Montana, hereinafter called the first party, and INTERNATIONAL SMELTING COMPANY, a corporation, hereinafter called the second party, WITNESSETH: that

WHEREAS, said first party is the owner, in possession and entitled to the possession of the following described land situated in Tooele County, Utah:

The northeast quarter of the northwest quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Meridian, containing 40 acres.

Also, the northwest quarter of the northwest quarter of Section 26, Township 2 South of Range 4 West, Salt Lake Meridian, containing 40 acres.

Also, beginning at a point 2 rods east of the northwest corner of Section 35, Township 2 South of Range 4 West, Salt Lake Meridian, and running thence east 95 rods, thence south 80 rods, thence west 95 rods, thence north 80 rods to the place of beginning, containing 47.5 acres.

Also, beginning at the southeast corner of Section 26, Township 2 South of Range 4 West, Salt Lake Meridian, and running thence west 22 rods, thence north 20

ORDERED, ADJUDGED AND DECREED

that the plaintiff at the time of the commencement of this action was and still is the owner in fee simple and absolutely of the lands and premises mentioned in the complaint herein and hereinafter particularly described and his right and title to the said lands and premises, as such owner in fee simple, be and the same are hereby quieted, confirmed, declared and established; and it is further

ORDERED, ADJUDGED AND DECREED

that the defendants and each of them, including the unknown stockholders of the defendant, La Cigale Water and Power Company, a corporation, and each of them, and all persons claiming under or through them, or either of them since the filing of the Lis Pendens herein on the 24th day of October, A. D. 1918, with the County Recorder in and for Tooele County, State of Utah, be, and they are hereby forever barred of and from any and all claim, right, title or interest of any nature or kind, in or to the said lands and premises, and of and from any claim against the same, or lien thereon, or any part thereof; and any and all claims of the said defendants, or either of them, and of said stockholders of the said La Cigale Water and Power Company, a corporation, or either of them, be and the same are hereby declared null, void, and groundless; and the plaintiff's title to the said lands and premises is hereby quieted against all claims, demands or pretensions of the said defendants and each of them and of the said stockholders of the said La Cigale Water and Power Company, a corporation, or either of them, and the said defendants and each of them and the said stockholders of the said defendant, La Cigale Water and Power Company, a corporation, are hereby estopped and perpetually enjoined from settling up any claim against or asserting any right, title or interest in or to, or lien upon the said lands and premises, or any part thereof.

The lands and premises mentioned in plaintiff's complaint herein and hereinabove, referred to are situate in the County of Tooele, State of Utah, and are bounded and particularly described as follows, to wit:

The Northeast quarter of the Southeast quarter of Section Six (6), Township Six (6) South, Range Four (4) West, Salt Lake Base and Meridian, containing forty (40) acres of land.

Commencing at the Northwest corner of the Southeast quarter of the Northwest quarter of Section Seven (7), Township Six (6) South, Range Four (4) West, Salt Lake Base and Meridian, and running thence East One Hundred (100) rods; thence Southwest Forty (40) chains; thence West Seventy five (75) rods; thence North Forty (40) chains to the place of beginning containing eighty seven and one half (87 1/2) acres of land.

The South half of the Northwest quarter of Section Five (5), Township Six (6) South, Range four (4) West, Salt Lake Base and Meridian, containing eighty (80) acres of land.

The Northwest quarter of the Southwest quarter of Section five (5), Township Six (6) South, Range Four (4) West, Salt Lake Base and Meridian, containing forty (40) acres of land.

BY THE COURT

W. H. Bramel

Dated this 10th day of Feby A. D. 1919.

rods, thence west 30 rods, thence south 20 rods, thence west 88 rods, thence north 80 rods, thence east 220 rods, thence south 80 rods, thence west 80 rods to the place of beginning, containing 106.25 acres, more or less.

Also, the east half of the northeast quarter of the southwest quarter of Section 28, Township 2 South of Range 4 West, Salt Lake Meridian, containing 20 acres.

Also, the south half of the northwest quarter of Section 23, Township 2 South of Range 4 West, containing 80 acres, excepting therefrom the right of way of the San Pedro, Los Angeles & Salt Lake Railroad.

Also, an undivided one-half interest in what is known as Bryan Springs, the same being used upon part of the above described land.

and

WHEREAS, the second party is the owner of a smelter situated in Tooele County, Utah, and is desirous of securing the perpetual privilege and right of operating its smelter and of discharging gases, fumes, smelter smoke and dust and whatever substances may be emitted therefrom without incurring any liability to the first party or to his or any of his heirs, personal representatives, assigns, grantees or successors in interest on account of any damages, either past or future, to the above described premises, and water occasioned by any of the operations of said smelter; and

WHEREAS, the predecessor in interest of said first party and Utah Consolidated Mining Company, the predecessor in interest of said second party, on October 16, 1908, entered into a certain Easement and Option, which was recorded on October 17, 1908, in Book B of liens and Leases, at pages 430 and 431 in the office of the County Recorder of Tooele County, Utah, which said Easement and Option affected part of the above described land;

NOW THEREFORE, in consideration of One Dollar and other valuable considerations to the first party in hand paid, the receipt of which is hereby acknowledged, the said first party for himself and his heirs, personal representatives, assigns, grantees and successors in interest, does hereby GIVE, GRANT and CONFIRM unto the second party, its assigns, grantees and successors in interest, the perpetual right, privilege and easement of operating the said smelter in Tooele County, Utah, either in its present condition or as it or its products or its emanation of gases, fumes, smelter dust and smoke and other substances may be enlarged, increased, altered or changed, without incurring any liability whatsoever to the said first party or to his or any of his heirs, personal representatives, assigns, grantees or successors in interest in respect to any damage of whatsoever nature or kind which it may do in consequence of such operations, either in matters aforesaid or to the said lands or water or vegetation, trees or improvements thereon, or in respect to any live stock or other personal property which the said first party may now own or may hereafter acquire, or for any personal discomfort or injury.

And the said first party does hereby release the said second party, its successors and assigns, from any and all damages and claims for damages, either to the water or real property hereinabove described or to the crops growing or grown on said real property, or in respect to any live stock or other personal property which the said party of the first party now owns or has heretofore owned, on account or by reason of the operations of the said smelter in the past.

And said first party, for himself, his heirs, personal representatives, assigns, grantees and successors in interest, also releases said second party, its successors and

assigns, from any and all claims, demands, actions, causes of action, liability and obligations whatsoever arising or in any manner growing or to grow out of the aforesaid Easement and Option.

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

This agreement shall run in favor of the assigns, grantees and successors in interest of said second party and be binding upon the heirs, personal representatives, assigns, grantees and successors in interest of said first party.

IN WITNESS WHEREOF, the said first party has hereunto set his hand and seal the day and year first above written.

SIGNED IN THE PRESENCE OF

Walter E. Collins (SEAL)

J. A. Herzog

A. O. Taylor

STATE OF MONTANA, '
County of SILVERBOW, ' SS.

On the 13th day of February, 1919, personally appeared before me Walter E. Collins, an unmarried man, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

My commission expires June 3, 1920.

Ralph W. Place

NOTARY PUBLIC FOR THE STATE OF MONTANA
RESIDING AT BUTTE
MY COMMISSION EXPIRES JUNE 3, 1920.

(SEAL)

#160962.

Recorded at the request of C. R. McBride, Feb. 15, 1919, at 1:30 P. M.

W Frank Atkin

County Recorder.

E

IN THE THIRD JUDICIAL DISTRICT COURT OF THE STATE OF UTAH, IN AND FOR TOOELE COUNTY.

IN THE MATTER OF THE ESTATE
OF
WILLIAM H. CALDWELL, DECEASED.

ORDER CONFIRMING SALE OF
REAL ESTATE.

Margaret A. Caldwell, the administratrix of the estate of William H. Caldwell, deceased, having made to this Court and filed in the office of the Clerk thereof, her return of sale of real estate hereinafter described, and the matter after due notice coming on regularly to be heard this 10th day of February, 1919, and upon the proofs adduced, it appearing to the satisfaction of the Court that said administratrix caused due and legal notice of the sale of said real estate, as required by law, in which notice of sale the real estate to be sold was described with common certainty. That William James and Arthur James having bid the sum of \$800.00 for one hundred and sixty acres of said real estate, said ad-