

See: Notice

EASEMENT AND OPTION.

106-377
106-378

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THIS AGREEMENT, made by and between David M Adamson, and Anna D Adamson 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:

Commencing at the North-east corner of the North-west quarter of Section 14 in Township 3 South Range 4 West of the Salt Lake Base and Meridian, extending thence West 17 rods, thence South 24 rods, thence East 17 rods, thence North 24 rods to the place of beginning, containing 2-17/40 acres, together with all Improvements thereon Valued at\$2600.

Also:- The South-half of the North-west quarter of Section 3 in Township 3 South Range 4 West of the Salt Lake Base and Meridian containing 80 acres of land Valued at ... \$2400.

Also:- The North-east quarter of Section 19 in Township 2 South Range 4 West of the Salt Lake Base and Meridian, containing 160 acres of land Valued at\$1000.

Together with all water and water rights belonging to any and all of the above described lands.

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 easements 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 Six hundred (\$600) 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 or may hereafter acquire, within a radius of five miles from said smelter, excluding, however, any lands, as well as the vegetation and tress 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 Five thousand four hundred (\$5400.) Dollars, or each parcel of land seperately at the prices herein named, less 10% paid 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 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 David M Adamson

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 properly 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.

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

UTAH CONSOLIDATED MINING COMPANY,
By J. B. Risque
Its MANAGER.
David M. Adamson
Anna D. Adamson

Signed in presence of
Chas R McBride

STATE OF UTAH,)
COUNTY OF TOOELE,) ss.

On this Eighth day of October 1908, personally appeared before me David M Adamson, and Anna D Adamson his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

Chas R McBride
Notary Public

My commission expires Jan. 2nd 1911 (SEAL)

See deed Book 3-J-198-
See Assignment Book "A" page 354-