

EASEMENT AND OPTION.

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See Notice  
Ph 106 - 442  
443

THIS AGREEMENT, made by and between Hannah B. Liddell, and J. C. Liddell, husband and 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 South-east corner of the South-west quarter of the South-east quarter of Section 28 in Township 2 South Range 4 West of the Salt Lake Base and Meridian, extending thence North 30 rods, thence West 66.50 rods, thence South 30 rods, thence East 66.50 rods to the place of beginning, containing 12.47 acres of land;

Also, commencing at the North-east corner of the West-half of the North-east quarter of Section 33 in said township and range, extending thence West 66-1/2 rods, thence South 80 rods, thence East 66-1/2 rods, thence North 80 rods to the place of beginning containing 33.25 acres of land, Together with Improvements, and all water and water rights thereunto belonging; Valued at -----\$9000.

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 land, 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 Nine hundred (\$900) 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. <sup>after acquisition</sup> 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 Eight thousand one hundred (\$8100) 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 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 Hannah B. Liddell

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 16th day of October, 1908, and the execution hereof in duplicate.

UTAH CONSOLIDATED MINING COMPANY,  
By J. B. Risque  
Its Manager

Signed in presence of  
Chas R McBride

Hannah B Liddell  
J. C. Liddell

(over)

See deed Book 8-J-198 -  
See Assignment Book a page 354.

STATE OF UTAH, )  
COUNTY OF TOOELE, )<sup>s</sup> .

On this 16th day of October 1908, personally appeared before me Hannah B. Lidell and J. C. Lidell husband and 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)

##134519.

Recorded at the request of C. R. McBride, Oct. 17th 1908, at 2-41 P. M.

*A. W. Grayley*  
County Recorder.

EASEMENT AND OPTION.

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*See Notice*  
*Book 106 - 427*  
*429*

THIS AGREEMENT, made by and between E. B. Woods (unmarried) J. C. Woods, and Edith Woods his wife and Roy O. Woods, (unmarried) 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 East-half of the North-west quarter, the North-half of the South-west quarter of Section 26 in Township 2 South Range 4 West of the Salt Lake Base and Meridian, containing 160 acres, of land Valued at .....\$5680.

Together with Improvements, and an undivided one-half interest in what is <sup>known</sup> as the "Bryan North Spring" of water, and used on the above described land, Valued at .....\$13000.

Also:- The South-half of the South-west quarter of said Section 26, containing 80 acres of land Valued at .....\$2840.

Also:- Commencing at the South-west corner of the South-east quarter of said section 26, extending thence East 5 chains, thence North 20 chains, thence West 5 chains, thence South 20 chains, to the place of beginning containing 10 acres of land Valued at \$350.

Also:- The South-half of the South-west quarter of Section 27 in said township and range, containing 80 acres of land Valued \$2840.

Also:- The South-east quarter of the North-west quarter, and the North-east of the South-west quarter, of Section 27 in said township and range, Valued ~~at~~ (80 acres) \$2840

Also:- The North-east quarter of the South-west quarter of Section 34 in said township and range, containing 40 acres, Valued \$1420.

Also:- The North-west quarter of the South-west quarter of Section 28 in said township and range, excepting 10 acres, containing 30 acres of land, Valued at .....\$1030.

Together with all water and water rights belonging or appurtenant to any 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 land, 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:

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 Three thousand \$3000. 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 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 Twenty seven thousand \$27,000. 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.

(over)

*See deed Book 3-J-198-*

*See assignment Book 3-J-198-*