

and to an option of purchase of lots Eighteen (18) & Nineteen (19) Block Two (2), Sub-division of Block Twenty-six (26), Plat "D", Salt Lake City Survey.

Said option, agreement and lease bearing date of March Twenty six (26th), 1908, in which H. B. Scott, is first party, and D. Carlos Kimball and blaude Richards are second parties; and this agreement particularly applies to said lots Eighteen & Nineteen alone and in no way to affect the balance of the land described in said instrument and request, authorize and empower said H. B. Scott to deed said lots to said Kimball & Richards, a corporation.

See 2nd & 3rd page 351.

Witness our hands this 28th day of Sept. A.D., 1908.

Signed in the presence of  
Stephen L. Richards.

D. Carlos Kimball  
Annie L. Kimball.  
blaude Richards

Frank C. Taylor,  
State of Utah, ) ss.  
County of Salt Lake, )

On the 28th day of Sept. A.D., 1908, personally appeared before me, D. Carlos Kimball his wife, Annie L. Kimball, and blaude Richards, (Unmarried) the signers of the above instrument, who duly acknowledged to me that they executed the same.



Stephen L. Richards  
Notary Public.

Recorded at Request of E. B. Wicks, Sep. 28, 1908, at 2:27 P.M., in "2-N" of Siene & Seaser. Pages 76-77. Abstracted in "B-24", page 80, line 26. Recording fee paid .80.

(Signed) P. O. Perkins Recorder, Salt Lake County, Utah. Ray J. May, Deputy.

# 240455.

This Agreement and Release made September 29th, 1908, by and between Charles J. Shoup and Minnie Shoup, his wife, and Frederick D. Jayce and Ida M. Jayce, his wife, all of Salt Lake County, Utah, as first parties, and Warfield Smelting Company and American Smelting & Refining Company, both corporations of New Jersey, as second parties, Witnesseth :-

That for and in consideration of the sum of \$1.00 and other considerations in lawful money of the United States, to the first parties in hand paid by the second parties, receipt of which is hereby acknowledged, the first parties hereby jointly and severally release, relinquish and forever discharge the second parties, jointly and severally, and their respective successors and assigns, of and from all claims, demands, liabilities and causes of action whatsoever that may exist in favor of the first parties jointly or severally and against the second parties, jointly or severally, for damage caused to the lands hereinafter described as well as to the crops, vegetation and other things growing on said lands, and also to all waters heretofore and now owned by the first parties, jointly or severally, and also to all sheep, cattle, horses and other livestock and personal property heretofore owned by the first parties, jointly or severally, by reason of the discharge of smoke, dust, fumes and other deleterious vapors and substances from the respective smelting plants of the second parties at Murray, Utah, and at Warfield, Utah, over or upon the lands aforesaid or over or upon any other lands where such sheep, cattle or other livestock or property was situated at any time heretofore.

And for the consideration aforesaid the first parties, jointly and severally, agree to withdraw as fully compromised and settled their claim now pending against

said American Smelting & Refining Company before the Board of Arbitration appointed under a certain contract between what is known as and called the "Farmers' Committee" and said last named Company, and agree, jointly and severally, to report said claim to said Board as fully compromised, settled, satisfied and discharged.

The lands hereinabove referred to, so far as the descriptions thereof are now ascertainable, are described as follows, to-wit:-

All those certain lands situated in Salt Lake County, State of Utah, described as the northwest quarter of the southwest quarter, and the northeast quarter of the northwest quarter in section 27, and the southeast quarter of section 32, and lots 5, 6 and 7 in section 28, and lots 7 and 8 in section 29, and lots 9, 10, 11 and 12 in section 29, and lots 1, 2, 3 and 4 in section 29, and lot 1 and the northeast quarter of the northwest quarter, and the north half of the northeast quarter in section 30, and lot 6 in section 29, and the southeast quarter of the southwest quarter, and all of the southeast quarter in section 30, and the southeast quarter in section 29, and lot 5 in section 29, and the south half of the northeast quarter in section 30, and lots 1 and 8 in section 21, and lots 1 and 2 in section 22, and the northeast quarter in section 34, all in township 2 south, of range 2 west of the Salt Lake meridian;

And also the southwest quarter in section 3 in township 3 south, of range 2 west of the Salt Lake meridian.

And for the consideration aforesaid the first parties do hereby, jointly and severally, grant, sell and convey unto the second parties, jointly and severally, their respective successors and assigns, for and during the term of five years from and after the date of this instrument, an easement and the right to discharge, through the medium of the air, over and upon the lands hereinafter particularly described, all such smoke, fumes, dust and other deleterious vapors and substances that may be during said five years' time thrown off by and in the operation of said two smelting plants as they now exist or may hereafter be enlarged, without further compensation therefor or claim of damage caused thereby; to have and to hold the granted and conveyed easement and right for and during said period of five years from and after the date of this instrument to the second parties, jointly and severally, and their respective successors and assigns.

And the first parties, for themselves and their heirs and assigns, jointly and severally, do hereby covenant and agree with the second parties, jointly and severally, and their respective successors and assigns, that they will not at any time hereafter make or prosecute any claim whatsoever for any damages whatsoever that may hereafter and during said five years' period be caused either to their said lands hereinafter described, or to their persons, or to their sheep, cattle, horses or other livestock, or to any of the crops or vegetation that may be growing upon said lands hereinafter described, or to any other property of theirs upon said lands, caused by the discharge, through the medium of the air, of said dust, smoke, fumes and other deleterious vapors and substances upon or over the surface of such lands, which are now described as follows, to-wit:-

All of the northwest quarter of the southwest quarter in section 27, and all of the northeast quarter of the northwest quarter in section 27, and all of lots 1 and 6 in section 21, and lots 1 and 2 in section 22, and all of the northeast quarter of section 34, all in township 2 south, of range 2 west of the Salt Lake meridian;

And all of the southwest quarter of section 3, in township 3 south, of range 2 west

of the Salt Lake meridian, all in Salt Lake County, Utah..

And the first parties, for themselves, their heirs and assigns, jointly and severally, covenant and agree with the second parties, their successors and assigns, jointly and severally, that the covenants and agreements hereof shall run with the title to the lands lastly above described and bind the heirs, devisees, executors, administrators and assigns of the first parties respectively.

In Witness Whereof the first parties hereunto set their hands at Salt Lake City, Utah, the day and year first hereinabove written.

Signed in the presence of  
Athol Rawlins

Charles J. Shoup.  
Fredk. D. Jaynes  
Minnie Shoup  
Ida. M. Jaynes.

A. H. Jaynes.

State of Utah,

Salt Lake County, ss:- On this 29 day of September, A.D. 1908, personally appeared before me Charles J. Shoup and Minnie Shoup, his wife, Frederick D. Jaynes and Ida M. Jaynes, his wife, the signers of the foregoing instrument, who duly and severally acknowledged to me that they executed the same.



Athol Rawlins  
Notary Public.

My Commission expires Mar 15, 1911.

Recorded at Request of Am. Smelting & Ref. Co. Oct. 1, 1908, at 9:00 a.m., in "2-N" of Siens & Seases. Pages 77-79. Abstracted in "D-5", page 117, line 7. "D-4", page 172, line 11, page 177, line 2; page 173, line 12; page 174, line 10; page 175, line 9; page 166, line 15; page 167, line 12; page 179, line 21. "D-5", page 117, line 7. Recording fee paid \$4.60. (Signed) P. O. Perkins Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy.

# 240458.

Whereas, on or about December 14, 1900, I executed a Warranty Deed in favor of my son, John F. Atwood, to certain property described therein, containing 40 acres; and Whereas, said deed contained a provision that John F. Atwood would not encumber the property during my life time without my consent, I hereby grant such consent and authorize him to encumber said property to the extent of \$2000 and interest thereon.

Walter H. Atwood

State of Utah | ss.

County of Salt Lake | On the 29 day of Sept, 1908, personally appeared before me W. H. Atwood, the signer of the above instrument, who duly acknowledged to me that he executed the same.



D. J. Gahoon  
Notary Public.

My Commission expires Jan 23 1912

Recorded at Request of Tracy Loan & Co. Oct. 1, 1908, at 10:05 a.m., in "2-N" of Siens & Seases. Page 79. Abstracted in "D-5", page 79, line 20. Recording fee paid 50¢. (Signed) P. O. Perkins Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy.

# 240492.

State of Utah, | ss

County of Salt Lake | Harrison Sherry, first being duly sworn depose and says on oath, that he is and has been a resident of Salt Lake City, Utah, for a period of sixty years, that he knew personally James C. Hobbs at the time that

See Deed # 240458, p. 5-14 page 213

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