

EASEMENT AND OPTION

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THIS AGREEMENT, made by and between George L. England and Edna E. England his wife hereincalled 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 20 chains East of the North-west corner of Block 4 Plat B of the Tooele City Survey, extending thence East 15 rods, thence South 41 rods and 11 feet, thence thence West 15 rods, thence North 41 rods and 11 feet to the place of beginning, containing 3.95 acres of land. Also, commencing 12-1/2 chains West of the North-east corner of said Block 4, extending ~~thence~~ thence South 22.47 chains, thence West 7.50 chains, thence North 48-1/3 rods, thence East 15 rods, thence North 41 rods and 11 feet, thence East 15 rods to the place of beginning, containing 12.95 acres of land; Together with all Improvements thereon, and also 32 Shares of the Capitol Stock of the Settlement Canon Irrigation Co. Valued at\$6000.

Also:- Lots 4. and 5. in Section 6 in Township 4 South of Range 4 West of the Salt Lake Base and Meridian, containing 80 acres of land Valued at\$800.

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 Six hundred eighty (\$680.) 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 Six thousand one hundred twenty \$6120. Dollars; or each parcel of land separately at the prices herein named, less 10% paid on the execution of this instrument; 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 first 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 George L. England.

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 suits to enforce this agreement, and may recover, in addition to other sums, costs of

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 22nd day of October, 1908, and the execution hereof in duplicate.

UTAH CONSOLIDATED MINING COMPANY,
By J. B. Risque
Its Manager
G. L. England
Edna E. England

Signed in presence of
W. H. Cayley
Chas R McBride

*See deed Book 3-J-198-
See Assignment Book "A" page 384*

See deed Book 3-J-198-

Correct and warranted attorney

