

and to an option of purchase of Lots Eighteen (18) & Nineteen (19) Block Two (2), sub-division of Block Twenty-six (26), Plat "B", 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. Charles Kimball and Claude 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.

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

Signed in the presence of

Stephen L. 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. Charles Kimball his wife, Annie C. Kimball, and Claude 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. Nickle, Sep. 28, 1908, at 2:27 P.M., in 2-N of Siers & Seaser. Pages 76-

77. Abstracted in B-24, page 80, line 26.

Recording fee paid \$0.

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

# 240455.

This Agreement and Release made September 29th, 1908, by and between Charles J. Shoup and Minnie Shoup, his wife, and Frederick W. Jaynes and Ida M. Jaynes, 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 damages 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

See 2nd page 551.

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