

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 22, and lots 5, 6 and 7 in section 23, 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 8 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