

BOOK of Liens & Leases

R. S. Nowell being first duly sworn, says that he is President of Nowell Builder Supply claimant in the foregoing Notice of Lien; that he has heard read said notice and knows the contents thereof, and that the same is true of his own knowledge.

R. S. Nowell

Subscribed and sworn to before me this 2nd day of February, 1939.

L. E. GARDON
NOTARY PUBLIC
COMMISSION EXPIRES
MAY 26, 1940

L. E. Gardon
Notary Public.

SALT LAKE CITY, STATE OF UTAH

Recorded at the request of Nowell Builders Supply Co., Feb. 2, 1939, at 1:00 P.M., in Book #202 of Liens & Leases, Pages 537-538. Recording fee paid \$1.10. (Signed) Correlia S. Lord, Recorder, Salt Lake City, Utah. By F. E. Samsky, Deputy. (Reference: C-37, 116, 39.)

769096

AGREEMENT

THIS AGREEMENT made and entered into this 9th day of May, 1938, by and between OHIO COPPER COMPANY, a corporation organized and existing under the laws of the State of Ohio, as First Party, and E. P. BASTIAN, MARGARET S. BASTIAN, his wife, KARL M. BASTIAN, ROSE P. BASTIAN, his wife, W. J. BASTIAN and AMALIA BASTIAN, his wife, Second Parties,

E.P.B. E.P.B.
M.G.S. M.G.S.
W.J.B. W.J.B.
M.L. M.L.

WITNESSETH: In consideration of the mutual covenants hereinafter contained to be kept and performed by the parties hereto, it is mutually covenanted and agreed as follows:

1. Second Parties agree to sell and convey to First Party and First Party agrees to buy the following described real property located in Salt Lake County, Utah, to-wit:
The North 240 rods of the West Half of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian, containing 240 acres; in consideration for which and for the assessments and releases hereinafter mentioned First Party agrees to pay to Second Parties the sum of Six Thousand Dollars (\$6,000.00) and to convey to Second Parties the following described real property situated in Salt Lake County, Utah, to-wit:
The Southwest Quarter of the Northwest Quarter of Section 25 and the Northwest Quarter of the Southwest Quarter of Section 33 - 11 in Township 3 South, Range 2 West, Salt Lake Meridian.
2. Second Parties agree to convey by warranty deed with full covenants of title a good and marketable fee simple title to said property to First Party free and clear of all liens, encumbrances, assessments, taxes, assessments, defects and clouds on title, excepting only the lien of taxes assessed against said property for the year 1938.

3. Second Parties reserve and except from the operation of this agreement any and all crops now planted on said property above described and Second Parties shall have the right to enter upon said property for the purpose of cultivating, maturing and harvesting said crops. Second Parties shall have the right to remove any and all buildings now on the premises above described but shall not be required to do so until the expiration of six months after notice from First Party.

4. First Party agrees to convey by warranty deed with full covenants of title a good and marketable fee simple title to said property next above particularly described to Second Parties free and clear of all liens, encumbrances, assessments, taxes, assessments, defects and clouds on title, excepting only the lien of taxes assessed against said property for the year 1938, subject to and reserving and excepting herefrom an easement of the same character, terms and extent as that set forth in the next following paragraph hereof, numbered paragraph five.

5. Second Parties further agree to sell and convey to First Party by good and sufficient warranty deed a perpetual right and easement to and in and to be used in connection with the operation of its mines and mining property located in Sections 28, 29, 32, 33 and 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah, either in its present or any future increased capacity and in its present or any future enlarged form and for its present uses and purposes or for any future uses or purposes whatsoever and to discharge from its said mines and mining property and from its ores, minerals, tailings, concentrates or other material stored or deposited on its said mining property, or that hereafter may be stored or deposited thereon, any and all gases, fumes, smoke, dust, substances and whatever other things may be emitted therefrom or blown or carried away therefrom by wind, snow, rain or other natural elements without incurring any liability, responsibility or obligations or being liable to any injunction or other restraint for or on account of any damage, annoyance or inconvenience of any kind or nature either to the real property of the Second Parties hereinafter particularly described or to any water or to any fish or to any human beings or to any livestock thereon or hereafter placed thereon or to any other thing whatsoever there on or hereafter placed thereon. The real property referred to above in this paragraph and to which such easement shall attach and become a burden thereon is located in Salt Lake County, Utah, and is particularly described as follows:

The East Half of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian.
6. Second Parties and each of them do hereby release, discharge and declare satisfied and paid any and every liability, debt, claim or cause of action in their favor or in favor of any of them arising out of or in any way connected with any damage or injury to any of the real property of Second Parties or any of them and particularly described in this agreement, or to any crops heretofore grown thereon or that may now be growing thereon or to any personal property or any other thing whatsoever now thereon or that may heretofore have been thereon occasioned or caused in whole or in part by the operation of First Party's mines or mining property hereinabove described or by the deposit of tailings or other substances thereon or the dust, dirt, tailings, gas, fumes, smoke or other substances emitted therefrom or blown or carried away therefrom.

7. That so long as Second Parties shall own and remain in possession of the real estate hereinafter in this paragraph described, Second Parties and each of them agree to and do hereby release and discharge First Party from any and every liability or cause of action which may arise at any time while Second Parties are the owners of and in possession of said real estate, in no event, however, for a period to exceed ten (10) years from date hereof, for any damage or injury to said real estate of Second Parties hereinafter in this paragraph particularly described, or to any crops that may be growing or from thereon during said period, or to any other personal property or thing whatsoever that may be thereon or placed thereon during said period or to any other personal property of Second Parties, as aforesaid, and prior to the expiration of ten (10) years from date hereof that may arise out of or be in any way connected with the operation or use of the mines and mining property of First Party mentioned in paragraph one hereof, or the deposit of any tailings or other material thereon or the gas, fumes, smoke, dust, dirt, tailings or other substances emitted therefrom or blown or carried away therefrom. The property of Second Parties hereinafter in this paragraph referred to is situated in Salt Lake County, Utah, and particularly described as follows:

- The South 80 rods of Section 14, Township 3 South, Range 2 West, Salt Lake Meridian;
- The North Half of the South Half of Section 14, Township 3 South, Range 2 West, Salt Lake Meridian;
- The East Half of the Northwest Quarter of Section 14, Township 3 South, Range 2 West Salt Lake Meridian;
- The North Half of the South Half of Section 15, Township 3 South, Range 2 West, Salt Lake Meridian;
- The South 80 rods of Section 15 Township 3 South, Range 2 West, Salt Lake Meridian;
- The Southwest Quarter of Section 17, Township 3 South, Range 2 West, Salt Lake Meridian;
- The East Half of the Northwest Quarter of Section 20, Township 3 South, Range 2 West, Salt Lake Meridian;
- The Northeast Quarter of Section 20, Township 3 South, Range 2 West, Salt Lake Meridian;
- The North Half of Section 21, Township 3 South, Range 2 West, Salt Lake Meridian;

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The North Half of Section 22, Township 3 South, Range 2 West, Salt Lake Meridian;
 The South Half of Section 22, Township 3 South, Range 2 West, Salt Lake Meridian;
 The North Half of Section 23, Township 3 South, Range 2 West, Salt Lake Meridian;
 The South Half of Section 23, Township 3 South, Range 2 West, Salt Lake Meridian;
 Commencing 2 rods South from the Northeast corner of Section 25, Township 3 South, Range 2 West, Salt Lake Meridian and running thence South 158 rods; thence East 45 rods; thence North 158 rods East 1/2 rods; thence East 164.5 rods; thence North 140 rods; thence West 20 rods; thence North 78 rods; thence West 160 rods to beginning.

Commencing 2 rods South from the Northwest corner of Section 26, Township 3 South, Range 2 West, Salt Lake Meridian and running thence East 160 rods; thence South 1,492 feet; thence West 80 rods; thence North 205 feet; thence West 80 rods; thence North 78 rods to beginning.

Commencing 2 rods South from the Southeast corner of Section 26, Township 3 South, Range 2 West, Salt Lake Meridian and running thence South 158 rods; thence West 140 rods; thence North 1,113 feet; thence West 20 rods; thence North 1,492 feet; thence East 160 rods to beginning.

The East Half of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian.

8. First Party covenants and agrees that it will not deposit or store after date hereof ores, tailings or any other material at a point east of the section line between Sections 27 and 28, Township 3 South, Range 2 West, Salt Lake Meridian, Salt Lake County, Utah, and north of the ditch commonly known as the Lark Drainage Ditch; provided, however, that in the event First Party shall purchase the additional property more particularly described as follows:

The East Half of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian in Salt Lake County, Utah, upon the terms and conditions hereinafter set forth, then in lieu of the covenant next above set forth First Party agrees not to deposit or store after date hereof any ores or tailings or other materials at any point East of the half section line dividing the East Half from the West Half of said Section 27, Township and Range aforesaid and north of the ditch commonly known as the Lark Drainage Ditch.

9. It is understood and agreed that First Party shall not be released or discharged from any damage or liability described in paragraphs 5 and 7 hereof that may arise or accrue to Second Parties by reason of any violation by First Party of its covenants and agreements contained in paragraph 8 hereof.

10. It is further understood and agreed that if First Party at any time after date hereof shall deposit ores, tailings or other materials in violation or breach of paragraph numbered 8 hereof Second Parties shall be entitled to restrain and enjoin First Party from so doing by appropriate proceedings in equity.

11. Second Parties further agree to sell and convey to First Party a perpetual right and easement to discharge any and all waters and all silt and substances carried in and flowing or hereafter to flow from First Party's tunnel commonly called the Mascotte Tunnel, the portal of which is located in Section 25, Township 3 South, Range 2 West, Salt Lake Meridian in Salt Lake County, Utah, into and through the natural drainage channel for said water and to convey said water and contents through said channel extending over and across Sections 25, 26 and 27, Township 3 South, Range 2 West, Salt Lake Meridian, in Salt Lake County, Utah; provided, however, First Party shall confine such water to the said Lark Drainage Ditch channel before it leaves the land now owned by First Party or that may hereafter be acquired from Second Parties.

12. First Party agrees to purchase upon the conditions hereinafter stated and Second Parties agree to sell the following described land located in Salt Lake County, Utah, to wit:

The East Half of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian.

First Party agrees to pay for said land next above described the sum of \$0,500.00 payable in cash upon delivery of deed as hereinafter provided.

13. First Party shall not be required or bound to purchase or pay for said property next above described unless and until its mill located on its mine property above described and used by it for concentrating and treating ores from its mines above referred to has been in operation for an aggregate period of three hundred sixty five (365) days following date hereof, exclusive of any periods of non operation. Second Parties agree to furnish at their own expense abstracts of title brought down to date of purchase and certified by a bonded and licensed abstractor showing therein a good and marketable fee simple title to the land described in paragraph twelve hereof vested in Second Parties.

14. Second Parties agree to convey said land last above described by warranty deed with full covenants of title and to convey to First Party a good and marketable fee simple title thereto free and clear of all mortgages, liens, taxes, assessments, easements, defects and clouds on title of every kind and character excepting only the lien of taxes for the then current year and assessments for existing highways.

15. In the event the purchase of the property next above described is consummated and completed First Party agrees to convey to Second Parties as part of the purchase price therefor and by warranty deed free and clear of all mortgages, liens, taxes, assessments, easements and other encumbrances, excepting only the lien of the taxes for the current year, the following described property situated in Salt Lake County, Utah, to wit:

The Northeast Quarter of the Southeast Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Meridian subject, however, and reserving and excepting an easement in favor of First Party of a character, nature, extent and terms of the easement described in paragraph numbered five hereof.

16. Second Parties agree to furnish and deliver to First Party an abstract of title brought down to date hereof and certified by a licensed and bonded abstractor and showing therein a good and marketable fee simple title to the property described in paragraphs numbered 1 and 7 hereof, such abstract to be delivered within ten (10) days from date hereof. First Party shall have ten days after receipt of such abstract within which to examine the same. After such examination has been completed First Party agrees to return said abstract to Second Parties. Second Parties covenant that the easements hereinabove mentioned shall constitute a first and prior encumbrance upon the servient property subject only to existing easements for highways and railroad purposes. It is understood that the property over which such easements extend is subject to a first mortgage in favor of the Federal Land Bank of Berkeley. In the event Second Parties are unable to obtain a subordination of such mortgage to the easements hereinabove mentioned, this agreement and the whole thereof shall terminate and each of the parties hereto be relieved of all obligations hereunder.

17. First Party agrees to furnish and deliver to Second Parties an abstract of title brought down to date and certified by a licensed and bonded abstractor and showing therein a good and marketable fee simple title to the property of First Party described in paragraph numbered one hereof, such abstract to be delivered within ten (10) days from date hereof; and First Party further agrees to furnish and deliver to Second Parties a similar abstract of title showing good and marketable fee simple title in First Party, free and clear of encumbrance to the property described in paragraph numbered 15, said abstract to be delivered within ten days from the completion of the three hundred sixty five (365) days' operation referred to in paragraph thirteen hereof.

IN WITNESS WHEREOF the parties hereto have executed the foregoing instrument the day and year first above written.

Attest.
 Carl L. Carver
 Asst. Sec'y

OHIO COPPER COMPANY OF UTAH
 2. MAINE 1916

OHIO COPPER COMPANY
 By Percy H. Kittle Pres.
 FIRST PARTY
 E. F. Bastian
 Margaret E. Bastian
 Karl M. Bastian
 Rose F. Bastian
 W. J. Bastian
 Axalia Bastian
 SECOND PARTIES

STATE OF UTAH)
) SS
 COUNTY OF SALT LAKE)

On the 9th day of June, 1938, personally appeared before me E. F. Bastian and Margaret E. Bastian, his wife, two of the signers of the above instrument, who duly acknowledged to me that they executed the same.