

SAN PEDRO LOS ANGELES AND SALT LAKE R.R. CO. A G R E E M E N T

With American Smelting & Refining Company
Approved as to Location and Description Nov. 7th 1906
R.K. Brown.

Approved as to Form Nov. 7th 1906. DIV. ENG' R. M. OF W.

C.O. Whittemore
GENERAL ATTORNEY

Approved as to Form and Execution 190....
Dec. 13 1906 W.R. Kelly
GENERAL COUNSEL

Auditor's No.....

THIS GRANT AND AGREEMENT, made the Seventh day of November 1906, between San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation duly created and existing under and by virtue of the laws of the State of Utah, hereinafter called railroad corporation, and The Equitable Trust Company of New York, a corporation, Trustee under the mortgage of said railroad corporation, dated July 1st, 1903, securing payment of fifty million dollars first mortgage four per cent. fifty year gold bonds of said railroad corporation, both as first parties, and the American Smelting & Refining Company, a corporation, duly created and existing under and by virtue of the laws of New Jersey, as second party, WITNESSETH:

That for and in consideration of the sum of five thousand eight hundred ninety-eight dollars and sixty-two cents (\$5898.62), lawful money of the United States, to the first parties in hand paid by the second party, receipt of which is hereby acknowledged, and in further consideration of the covenants hereinafter made by the party of the second part, to be kept and performed by the party of the second part, its successors and assigns, the said parties of the first part, do hereby quit-claim to the said party of the second part, its successors and assigns, the following described tracts of land, situated in Salt Lake County, State of Utah, to-wit:-

An irregular piece of land in Township 1 south, Range 3 west, Salt Lake Base and Meridian, lying in the northeast quarter of northeast quarter and the northwest quarter of northeast quarter of Section 20, and the southeast quarter of southeast quarter and the southwest quarter of southeast quarter of Section 17, and more particularly bounded and described as follows, to-wit:-

Beginning at a point in the east line of Section twenty (20) aforesaid, thirteen hundred fifteen and five tenths (1315.5) feet south of the northeast corner of said section; thence north along the east line of Sections twenty (20) and seventeen (17), nineteen hundred forty and three tenths (1940.3) feet to a point distant fifty (50) feet from the center line of the main track of the San Pedro, Los Angeles & Salt Lake Railroad Company, as the same is constructed through said Township and Range, measured at right angles therefrom; thence in a southwesterly direction along a line parallel with and distance uniformly fifty (50) feet from said center line of main track two thousand sixty four and three tenths (2064.3) feet to a point in the southwest quarter of southeast quarter of section seventeen (17); thence southerly along a line parallel with and distance four hundred (400) feet from the west line of the south east quarter of the southeast quarter of Section seventeen (17), and the northeast quarter of northeast quarter of Section twenty (20), sixteen hundred sixteen and six tenths (1616.6) feet to a point in the south line of the northwest quarter of northeast quarter of said Section twenty (20); thence easterly along the south line of the north half of northeast quarter of Section twenty (20), two thousand thirty-seven and eight tenths feet to the point of beginning; containing an area of eighty-three and twenty hundredths (83.20) acres, more or less.

ALSO, an irregular piece of land in the east half of Section seventeen (17), same Township and Range, and more particularly bounded and described as follows, to-wit:-

Beginning at a point in the east line of the Southeast quarter of south east quarter of Section seventeen (17), said point being seven hundred twenty six and one tenth (726.1) feet north from the southeast corner of said Section seventeen (17), measured along said east line; thence continuing North along said east line five hundred ninety-four and no-tenths (594.0) feet, more or less, to north east corner of the south east quarter of south east quarter of said Section; thence westerly along the north line of said southeast quarter of southeast quarter of southeast quarter, sixteen hundred thirty-seven and eight tenths (1637.8) feet to the northwest corner of said southeast quarter of southeast quarter; thence northerly parallel with the east line of Section seventeen (17), thirty-nine hundred fifty-five (3955) feet, more or less, to the shore of Great Salt Lake; thence in a southwesterly direction along the shore of said lake, four hundred eighty-eight and six tenths (488.6) feet, more or less, to a point distance four hundred (400) feet measured at right angles from preceding line; thence southerly parallel with east line of said Section seventeen (17), and distant uniformly two thousand thirty seven and eight tenths (2037.8) feet, therefrom, forty-five hundred ninety-six and nine tenths (4596.4) feet, more or less, to a point in the southwest quarter of the southeast quarter of said Section seventeen (17), distant fifty (50) feet northerly from the center line of the San Pedro, Los Angeles & Salt Lake Railroad Company's main track as now constructed, measured at right angles therefrom; thence in a northeasterly direction along a line parallel with and distance uniformly fifty (50) feet from said center line of main track, two thousand sixty-four and three tenths (2064.3) feet to the point of beginning; containing an area of seventy and forty-one hundredths (70.41) acres, more or less, said tracts being shown on map marked "Drawing No. 983-J3" hereto attached and made a part thereof.

And in consideration of the premises there is hereby granted and conveyed to the said second party, its successors or assigns, the perpetual right to construct and maintain over and across the right of way and tracks of the said railroad corporation, where the same extend through the lands above described, such bridges or other structures and such aqueducts, either under or over grade, as may be required by the said second part, its successors or assigns, for the purpose of carrying slag or other like material and water to points across the right of way and tracks of the said railroad corporation;

such bridges or other structures and such aqueducts shall be constructed in accordance with detailed plans and specifications first submitted to the said railroad corporation and approved by its chief Engineer; and in the construction and maintenance of the same the operation of the trains of the railroad corporation and the regular course of its business upon the said right of way and tracks shall be in no wise interfered with or suspended.

The said second party, for itself, its successors and assigns, further agrees to at all times maintain said bridges, structures and aqueducts in a perfectly safe condition, so that they will not in any way damage the property of the said railroad corporation, or interfere with or impair the safety of operation of the said railroad corporation in handling its trains and transacting its business upon the said right of way and tracks; and said second party, for itself, its successors and assigns, agrees to become and be responsible to said railroad corporation, its successors and assigns, for all damages sustained by the said railroad corporation, its successors and assigns, to its right of way, tracks and personal property, and all damages sustained by its agents, servants and employes, and by any persons or property in charge of the said railroad corporation or under its control or rightfully upon the said right of way and tracks of the said railroad corporation, which damage may be in any way caused, occasioned, or contributed to by the said bridges, structures and aqueducts so constructed across such tracks and right of way and maintained by said second party, its successors, grantees, and assigns, or in the use of the same by the said second party, its successors, grantees and assigns, or by any acts or omissions of the agents, servants or employes of the second party, its successors, grantees and assigns, engaged in the construction or maintenance or use of said structures and aqueducts; and said second party, for itself, its successors, grantees and assigns, does hereby agree to protect and defend said railroad corporation, and hold it harmless on account of any damage or injury sustained by the agents, servants, or employes of the said second party, its successors, grantees and assigns, while upon the right of way and tracks of the said railroad corporation and engaged in and about the construction or maintenance or use of said bridges, structures and aqueducts, whether such damage or injury be occasioned by the negligence of the agents, servants or employes of the said railroad corporation, its successors, and assigns, or by any other cause.

AND WHEREAS, the second party has secured and expects to hereafter from time to time acquire a large tract or tracts of lands situated in Townships 1, 2 and 3 south Ranges 2, 3, 4, and 5 west of the Salt Lake Meridian, in Salt Lake and Tooele Counties, Utah; and whereas, as the owner of such lands or of portions thereof the second party has constructed and will operate on said lands one plant, and the second party, its successors or assigns, may hereafter from time to time erect and operate upon said lands another plant or other plants for the smelting or reduction of ores; and whereas some and possibly all of such plants will release and discharge large volumes of deleterious smoke, fumes, dust and other substances which will settle upon the lands of said railroad corporation, its successors and assigns, hereinafter described and referred to; and whereas, the said railroad corporation its successors and assigns, will derive certain valuable and financial advantages and benefits from the construction of each and every of said plants;-

NOW, in consideration of the premises and of the advantages and benefits aforesaid, and in consideration of the said sum of five thousand eight hundred ninety-eight dollars and sixty-two cents (\$5898.62) lawful money of the United States to the first parties in hand paid by the second party, as aforesaid, receipt of which is hereby acknowledged, and as an inducement to the second party, its successors, grantees and assigns, to construct each and every of said plants on said lands, the first parties hereby agree for themselves and their respective successors and assigns, with the second party, its successors, grantees and assigns, that the second party its successors, grantees and assigns, shall have, and the first parties hereby grant to them, the perpetual right at any and all times hereafter, to discharge upon all and each, and every portion of the lands of said railroad corporation hereinafter described and referred to, but only through the medium of the air, all such smoke, dust, fumes and other matter that may be released or thrown off by or in the course of the operation of each and all such plants, now or hereafter at any time or times erected by the second party, its successors, grantees or assigns, within any of the townships and ranges aforesaid, without further compensation or any liability to the first parties or either of them or to any of the successors, grantees or assigns of the first parties, or either of them, for damages occasioned by the flow or deposit of such deleterious elements or substances over or upon said or any of said lands of said railroad corporation, which are now described and referred to as follows, to-wit:-

Ist. (a) So much of the southwest quarter of the southwest quarter of section 25, Township 1 south of Range 4 west of the Salt Lake Meridian, in Tooele County, Utah, as lies west of the County Road as same was situated on March 30th, 1882, and north of a line running due east from a point 9.2 chains north from the southeast corner of Section 26, Township and Range aforesaid;

(b) Also a strip of land 150 feet wide, being 75 feet on each side of the center line of the railroad of said San Pedro, Los Angeles & Salt Lake Railroad Company as surveyed and staked across the southwest quarter of the southwest quarter of said section 25, and the north five-eighths of the northwest quarter of section 36, Township and Range aforesaid, in Tooele County, Utah, more particularly described as follows:

Commencing at a point on the north line of said southwest quarter of the southwest quarter of said Section 25, 593 feet east of the northwest corner thereof, said point being 75 feet westerly of the center line of said railroad; thence running south 13° 16' east, 75 feet distant from and parallel with the center line of said railroad, 1361 feet, to the south line of said section, and 908 feet east of the southeast corner thereof, thence east on said line 154 feet to a point

a point 75 feet easterly at right angles to said center line; thence north 13° 16' west 75 feet distance from and parallel with said center line, 1361 feet, to the North line of said south west quarter of the southwest quarter; thence west on said north line 154 feet, to the place of beginning, containing 4.69 acres more or less, and being the same property conveyed by George B. Morrell to the Oregon Short Line Railroad Company by deed of record in Book 23 of Deeds, page 104, records of Tooele County, Utah;

(c) Also Lot 2, and the south half of the southeast quarter, and Lots 3 and 4 in Section 17, Township 1 south of south of Range 3 west of the Salt Lake Base and Meridian; also the north north half of the northeast quarter, and the north half of the northwest quarter, and the southeast quarter of the Northwest quarter of Section 20, Township 1 south of Range 3 west; and also Lot 1 of Section 18, Township 1 south of Range 3 west; and ^(all or part) Range 3 west of Salt Lake Base and Meridian, all being situated in Salt Lake County, Utah;

(d) Also the following parts of Section 19, Township 1 south, Range 3 west of Salt Lake Base and Meridian:

Part of Lots 1 and 2 in Tooele County, all of Lots 3, 4 and 5, and the southwest quarter of the northeast quarter; the northeast quarter of the southwest quarter, and the southwest quarter of the southwest quarter of said Section 19.

(e) Also Lots 1 and 2 of Section 24, and the following parts of section 25, Township 1 south, Range 4 west, Salt Lake Base and Meridian; the northwest quarter of the northeast quarter of said Section 25; all of Lots 3, and a strip of land 200 feet wide, being 100 feet on each side of the center line of main track, as now located and constructed, through Lots 1 and 2, and the southeast quarter of the northwest quarter of said Sections 25.

(f) Also all lands lying between the lands above described and the edge of the waters of Great Salt Lake.

2nd. Also any and all other lands, including rights of way, now owned or hereafter at any time or times acquired by the said San Pedro, Los Angeles & Salt Lake Railroad Company, or by its successors or assigns, contained within said Townships 1, 2, and 3 south, Ranges 2, 3, 4, and 5 west of the Salt Lake Base and Meridian in Salt Lake and Tooele Counties, Utah.

And for the consideration aforesaid, the first parties, for them selves and for their successors and assigns, respectively, jointly and severally do hereby release, relinquish and forever discharge the second party and its successors, grantees and assigns, and their employees, of and from any and all claims, demands, liabilities and causes of action whatsoever that may hereafter arise or exist in favor of the first parties, their successors and assigns, jointly or severally, and against the second party, its successors, grantees and their employees, jointly or severally, for any and all damage occasioned by the discharge and deposit of such deleterious elements and substances, but only through the medium of the air, over or upon said or any of said lands above described and referred to.

AND WHEREAS, the said second party has secured the right, and expects to acquire additional rights, to take and use the waters of springs and artesian wells and waters from other sources of supply, and the second party, its successors, grantees and assigns, expects to pump such waters or cause same to flow through pipe lines to said plant or plants, constructed and to be constructed and operated by said second party, its successors and assigns, as aforesaid, and to other points on the real estate now owned and hereafter acquired by its within the Townships and Ranges aforesaid, for the purpose of using and permitting others to use same at said various places and points;

NOW THEREFORE, in consideration of the premises and of the advantages and benefits to said Railroad Corporation, aforesaid, and in consideration of the said sum of five thousand eight hundred ninety-eight dollars and sixty-two cents (\$5898.62), lawful money of the United States, to the first parties in hand paid by the second party as aforesaid, receipt of which is hereby acknowledged, and as an inducement to the second party, its successors, grantees, and assigns, to construct such plants or plants, the first parties hereby agree, for themselves, their successors and assigns, with the second party, its successors and assigns, that the second party, its successors and assigns shall have, and the first parties hereby grant to them the perpetual right, at any time hereafter, to construct, maintain, renew, repair and operate on the lands owned by the said railroad corporation, contained within sections 17, 18, 19 and 20, in Township 1 south, Range 3 west, and Sections 24 and 25, in Township 1 south, Range 4 west, of the Salt Lake Base and Meridian, in Salt Lake and Tooele Counties, in the State of Utah, such pumping plant or plants to pump said water waters, of such size and capacity as by the second party, its successors and assigns may be deemed necessary, to handle and furnish the water for the purposes and uses, and at the places and points aforesaid, and also the perpetual right to, at any time hereafter, construct, maintain renew, repair and use upon ~~upon~~ and across said lands, such pipe line, or pipe lines, as may be deemed necessary by the second party, its successors or assigns, for the flow of said said waters; said pipe line or pipe lines to be laid beneath the surface of said lands and properly covered up; the location of said pumping plant or plants and the number to be installed and the route or routes of said pipe lines to be hereafter agreed upon between said railroad corporation and said second party.

But it is provided, and this agreement and grant are made upon the express condition that such pumping plant shall not be erected or used within one hundred feet of the main line of railroad track of said railroad corporation, as now constructed; and ~~and on the further separate~~ express condition that in constructing, maintaining, repairing, renewing and operating said pipe line or lines, the railroad tracks, embankments, ditches, culverts and all other surface improvements of said railroad corporation, if disturbed, shall be immediately and at the cost of the second party, its successors or assigns, placed in as good condition as the same were in prior to the work aforesaid; and on the further express condition that the original work of so constructing said pipe line or pipe lines within fifty feet of any railroad track of of the said railroad corporation, and thereafter the work of maintaining, repairing and renewing same, shall be done under the supervision and to the satisfaction of the Engineer of Maintenance of Way, or other representative, of said railroad corporation, and only at such times and in such manner as he shall prescribe.

also part of Section 1 and 2 of Section 19, Township 1 south of Range 3 west of Salt Lake Base and Meridian

It is further understood and agreed between the parties hereto, as one of the material considerations for this grant, and without which the same would not be made by the said railroad corporation, that the second party assumes all risk of loss and damage to itself and of personal injury to its officers, servants, employes and customers, while on said premises, and all risk of loss, damage or destruction to said pumping plant or plants, pipe line or pipe lines, and to other buildings or contents, or to any other property brought upon or in proximity to the said premises by the second party or by any other person with the knowledge or consent of the second party, without regard to whether such loss, damage or destruction be occasioned by fire or sparks from locomotives engines or other causes incident to or arising from the movement of locomotives, trains or cars, misplaced switches, or in any other respect from the operation of the railroad of the said railroad corporation, or to whether such loss, damage or destruction be the result of negligence of the said railroad corporation, or of any person in its employ or service, or of defective tracks, engines or machinery; and the second party hereby agrees to indemnify and hold harmless the said railroad corporation, its successors and assigns, from and against any and all liability, causes of action, claims or demands which any person or persons may hereafter assert, have, claim or claim to have, arising out of or by reason of any such loss, injury, damage or destruction, including any claim, cause of action, or demand which any insurer of such buildings or other property may at any time assert, or undertake to assert, against the said railroad corporation, its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, the day and year hereinabove first written.

ATTEST: SAN PEDRO, LOS ANGELES & SALT LAKE RAILROAD COMPANY,
 W.H. Comstock BY W.H. Bancroft
 Secretary. (Corporate Seal) Its First Vice President

ATTEST: THE EQUITABLE TRUST COMPANY OF NEW YORK,
 F.W. Fulle BY Alvin W. Krech
 Secretary. (Corporate Seal) Its President

ATTEST: AMERICAN SMELTING & REFINING COMPANY,
 W.E. Merriss By Barton Sewell
 Secretary. (Corporate Seal) Its Vice President

STATE OF UTAH,)
 COUNTY OF SALT LAKE.) ss.

ON this 7th day of November, A.D. 1906, personally appeared before me W. H. Bancroft, who being by me duly sworn did say, that he is the First Vice-President of the San Pedro, Los Angeles & Salt Lake Railroad Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W.H. Bancroft acknowledged to me that said corporation executed the same.

My commission expires May 31, 1909. (SEAL) E.P. Jones Notary Public.

STATE OF CALIFORNIA,)
 COUNTY OF LOS ANGELES.) ss.

ON this 13th day of November, A.D. 1906, personally appeared before me W.H. Comstock, who being by me duly sworn did say, that he is the secretary of the San Pedro, Los Angeles & SALT LAKE Railroad Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said W.H. Comstock acknowledged to me that said corporation executed the same.

My commission expires May 26-1908. (SEAL) Amelia Guest Notary Public.

STATE OF NEW YORK)
 COUNTY OF New York) ss.

ON this 27th day of December A.D. 1906, personally appeared before me Alvin W. Krech and F.W. Fulle, who being by me first duly sworn did each on his oath depose and say: That said Alvin W. Krech is the President and said F.W. Fulle is the Secretary of The Equitable Trust Company of New York, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of the Board of Trustees and said Alvin W. Krech and F.W. Fulle acknowledged to me that said corporation executed the same.

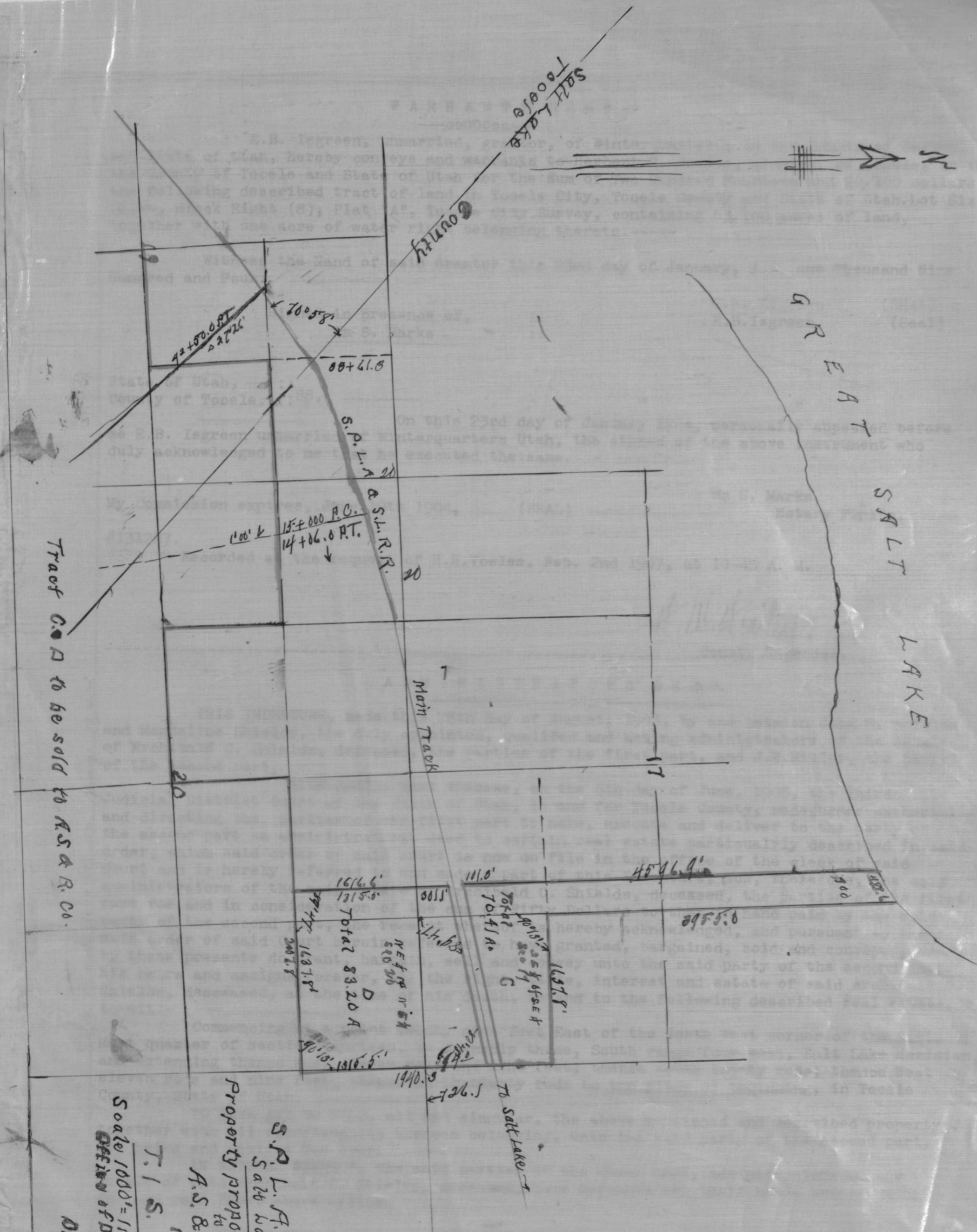
My commission expires March 30, 1908. (SEAL) M.L. Havey Notary Public. #51 New York County

217270 RECORDED at request of American S. & R. Co, JAN, 9, 1907 at 10-50 A.M. in Book '7N' of Deeds Pages 233 to 40 P.O. Perkins

P.O. Perkins, Recorder of Salt Lake County, Utah.
 BY J.L. May Deputy.

#131156. Recorded at the request of C. H. Linck, Feb. 1st 1907 at 3-35 A. M.

J. W. Bailey County Recorder.



Tract C & D to be sold to R.S. & R. Co.

S.P.L. & S.L.R.R.
 Salt Lake Div
 Property proposed to be transferred
 to the
 A.S. & R. Co.
 T. I. S. R. 3 W.
 Scale 1000' = 1" W.E.S. Sept. 15, 1908
 Office of Div. Engr. M. B. W.
 Drawing No. 983-53