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Recorded at request of Willard H. Lyman, July 11, 1906, at 3:57 P.M., in '66' of Deeds. Pages 276-77.  
Abstracted in '62', page 68, line 95  
Recording fee paid \$2.70.  
(Signed) P. O. Perkins, Recorder, Salt Lake County, Utah. By L. P. Palmer, Deputy.

12/06/07.

This Indenture made this 30th day of May, A.D. 1906, by and between the American Smelting & Refining Company, a corporation duly created and existing under and by virtue of the laws of the State of New Jersey, as party of the first part, and the Garfield Improvement Company, a corporation of the State of New York, as party of the second part, Witnesseth:-

That said party of the first part, for and in consideration of the sum of One Dollar, lawful money of the United States, and other good and valuable considerations, to it in hand paid by the party of the second part, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said party of the second part, its successors and assigns forever, all the following described real estate situate in Salt Lake County, State of Utah, to-wit:-

The southwest quarter; and the southeast quarter of the northwest quarter, of section 14, in Township 1 South of Range 3 West of the Salt Lake meridian;

Also all of section 15, Township and Range aforesaid;

Also the east half of the east half of section 16, Township and Range aforesaid;

Also the south half; the northeast quarter, and the east half of the northwest quarter, of section 22, Township and Range aforesaid;

Also the west half of section 23, Township and Range aforesaid.

Together with all and singular the rights, ways, easements, privileges and franchises thereto incident, appendant and appurtenant or therewith had and enjoyed; and also tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the rents, issues and profits thereof.

And the Grantor expressly excepts and reserves from the operation and effect of this deed of conveyance, to itself and its successors, grantees and assigns, the perpetual right and easement at any and all times hereafter, to discharge upon all and each and every portion of the lands hereby granted, be it by through the medium of the air, all 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 plants for the smelting or reduction of ore, now in course of erection as well as hereafter at any time or times erected by the party of the first part, its successors, grantees or assigns, upon lands in Townships 1, 2 & 3 South, Ranges 2, 3, 4 or 5 West of the Salt Lake meridian in Salt Lake or Tooele County, Utah; and the second part, for itself and its successors and assigns, does hereby release, relinquish and forever discharge the party of the first part, 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 or hereafter arise or exist in favor of the second party, its successors

or, assigns, and against the party of the first part, its successors, grantees and assigns, and their employees, jointly or severally, for any and all damages occasioned by the discharge through the air and deposit of such smoke, dust, fumes or other matters over or upon said or any of said lands granted hereby.

And the party of the first part hereby further expressly excepts and excludes from the operation and effect of this conveyance, all rights of way and easements and strips of land heretofore conveyed, for railway use and purposes over, through or across, said lands granted hereby, or owned by or belonging, to the San Pedro, Los Angeles & Salt Lake Railroad Company, the Western Pacific Railway Company and the Los Grande Western Railway Company; and also expressly excepts and excludes from the operation and effect of this conveyance all the waters, water rights, privileges and appropriations belonging or in anywise appertaining unto the granted lands described, whether represented by written or other evidence thereof, or otherwise.

To Have and to Hold the granted and described premises, subject to the reservations, exceptions and exclusions aforesaid, unto said party of the second part, its successors and assigns forever.

In Witness Whereof said party of the first part hereunto sets its name and affixes its corporate seal by its officers thereunto duly authorized, the day and year first hereinabove written.



American Smelting & Refining Company,  
By Barton Sewell Vice President.

Attest:

W. E. Merriss. Secretary.

Signed, Sealed and Delivered in the presence of

Wm. Borden  
State of New York,  
County of New York,

ss:- On this 31<sup>st</sup> day of May A.D. 1906, personally appeared before me Barton Sewell and W. E. Merriss, who being each duly sworn did each on his oath depose and say: That said Barton Sewell is the Vice President and said W. E. Merriss, the Secretary, of the American Smelting & Refining Company, a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of the Executive Committee, and said Barton Sewell and W. E. Merriss acknowledged to me that said corporation executed the same.



Mortimer C. Mack  
Notary Public.

My commission expires March 20, 1908  
State of New York,  
County of New York,

I, Peter J. Dooling, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, do hereby certify, that Mortimer C. Mack whose name is subscribed to the certificate of the proof or acknowledged of the annexed instrument, and thereon written, was, at the time of taking such proof or acknowledged, a Notary Public in and for the County of New York, dwelling in the said County, commissioned and sworn, and duly authorized to take the same. And further that I am well acquainted with the handwriting

of such Notary, and verily believe that the signatures to the said certificate of proof or acknowledgment is genuine.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Court and County, the 1<sup>st</sup> day of June 1906



Peter J. Dooling  
Notary Public.

Recorded at request of W. W. Bradley, July 12, 1906, at 12:15 P.M., in 6<sup>th</sup> of Deeds, Page 277-79.

Abstracted in "D", page 212, line 16; page 213, line 18; page 220, line 26; page 231, line 20; page 221, line 24. Recording fee paid \$2.90. (Signed) P. O. Perkins, Recorder, Salt Lake County, Utah. By E. J. A. Jacques Deputy.

Warranty Deed.

Know all men that I, Charles W. Miller and Carrie A. Miller his wife, grantors of Salt Lake City County of Salt Lake State of Utah hereby convey and warrant to E. J. Bohe and Mrs. E. J. Bohe his wife grantees of Salt Lake City, Utah, for the sum of Sixteen Hundred fifty and no/100 Dollars, the following described tract of land in Salt Lake City and County, State of Utah, to-wit

Commencing at the South-east corner of Lot six (6), Block twelve (12), Plat "B", Salt Lake City Survey, running thence North thirty-three (33) feet, thence West sixty-two (62) feet, thence South thirty-three (33) feet, thence East sixty-two feet to the place of beginning.

Subject to all taxes, either special or general.

Witness, the hands of said grantors, this 26<sup>th</sup> day of June A. D. one thousand nine hundred and six

Signed in the Presence of  
to W. Johnson as to  
to Charles W. Miller  
to D. Reisinger  
to Aug. Carlson,  
State of Utah

Charles W. Miller  
Carrie A. Miller

On the 26<sup>th</sup> day of June A. D. one thousand nine hundred and six personally appeared before me Charles W. Miller one of the signers of the above instrument, who duly acknowledged to me that he executed the same.



W. Johnson  
Notary Public.

My commission expires July 28-1907.

On the 11<sup>th</sup> Day of June A. D. 1906, personally appeared before me Carrie A. Miller, wife of Charles W. Miller, one of the signers of the above instrument, who duly acknowledged to me that she executed the same.



D. Reisinger  
Notary Public.

My commission expires May 3-1907

Recorded at request of E. J. Bohe, July 18<sup>th</sup> A. D. 1906, at 12:28 P. M. in Book 6<sup>th</sup> of Deeds, Page 279. Abstracted in "D", Page 236, line 22. Recording fee paid 90¢.

(Signed) P. O. Perkins, Recorder, Salt Lake County, Utah. By L. C. Palmer Deputy.