

improvements and water rights, for the further sum of Nine thousand three hundred fifteen \$9315. on each parcel of land seperately at the prices herein named less 10% of the Value of each. Dollars;

and will also pay in addition to the aforesaid sum the value of all improvements which the first parties or either of them may hereafter make upon said premises and which are necessary for the reasonable use and enjoyment of said premises as a farm, excluding, however, all repairs and fencing, the value of such improvements at the time the first parties exercise their option hereunder to govern. Should the parties hereto be unable to agree as to such value, then the matter shall be referred to three arbitrators, one of whom shall be chosen by the first parties, one by the second party, and the two thus chosen shall select a third, and the decision of a majority of the arbitrators shall be binding and conclusive. The second party is hereby authorized to make payment of the aforesaid sum or sums to Alvin A. Walters

The first parties agree that if they should elect to sell as herein provided, they will furnish an abstract of title of said premises to the second party, showing a marketable title and free of incumbrance, and will deliver a statutory warranty deed properly executed. If the second party neglects or refuses to purchase as herein provided, then the first parties may bring suit to enforce this agreement, and may recover, in addition to other sums costs of court and reasonable attorney's fees.

This agreement shall run in favor of and be binding upon the heirs, personal representatives, assigns, grantees and successors of the parties hereto.

WITNESS the hands of said parties this 16th day of October, 1908, and the execution hereof in duplicate.

UTAH CONSOLIDATED MINING COMPANY,
By J. B. Risque
Its Manager
Alvin A. Walters
Selma Walters

Signed in presence of
W. H. Cayley
Chas R McBride

STATE OF UTAH,)
COUNTY OF TOOELE,) ss.

On this 16th day of October 1908, personally appeared before me Alvin A. Walters, and Selma Walters his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.

Chas. R. McBride
Notary Public.

My commission expires Jan. 2nd 1911. (SEAL)

#134531.

Recorded at the request of C. R. McBride, Oct. 20th 1908, at 2-30 P. M.

A. W. Grayley
County Recorder.

EASEMENT AND OPTION.
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See 106-491
Notice 492

THIS AGREEMENT, made by and between John Marsden, and Sarah Marsden his wife herein called the first parties, and UTAH CONSOLIDATED MINING COMPANY, second party, WITNESSETH:

WHEREAS, the first parties may be damaged by the operation of the second party's proposed smelter, and are the owners and entitled to the possession of the following described tracts of land situated in Tooele County, Utah;

The South-west quarter of the South-west quarter of Section 26, in Township 3 South Range 4 West of the Salt Lake Meredian, containing 40 acres, Valued at\$1600.

Also: Commencing one rod North of the South-east corner of Section 27, in said township and range, extending thence North 79 rods, thence West 160 rods, thence South 2 rods, thence East 90 rods, thence South 77 rods, thence East 70 rods, to the place of beginning containing 36.06 acres, Valued at\$1440.

Also, Lots. 8, 9, and 10, in Block 5 Plat "A" of the Tooele City Survey, Together with 11 Shares of the Capitol Stock of the Settlement Canon Irrigation Co. Valued at\$1650. and Improvements Valued at\$4000.

and,
WHEREAS, the second party is desirous of erecting and operating a smelter, but is unwilling to erect and operate one where the operation thereof may do damage by the emission of flue dust, gases, fumes or other substances to and upon the surrounding lands, vegetation inhabitants and animals, unless it is first granted the perpetual privilege and right of operating its smelter and of discharging therefrom gases, fumes, smoke and whatever other substances may be emitted therefrom, without incurring liability to the first parties as hereinafter provided; and

WHEREAS, the first parties are willing to grant to the second party the rights and easement herein mentioned if the second party will build a new smelter at or near the mouth of Pine Canyon, Tooele County, Utah;

NOW, THEREFORE, in consideration of Eight hundred sixty nine \$869. Dollars, to us in hand paid, the receipt of which is hereby acknowledged, and in further consideration of the benefits to be derived by the first parties from the erection and operation of said smelter, the first parties do hereby give and grant unto the second party, its successors and assigns, the perpetual right, privilege and easement of operating its said smelter at said place, without incurring any liability whatsoever to the first parties, or either of them, in respect to any damage, of whatever nature of kind, which it may do in consequence of such operations, either in respect to the matters aforesaid to the said lands,

(over)

See Book 3-J-198- (deed)
See Assignment Book "A" page 35-4