

STATE OF PENNSYLVANIA)
County of Philadelphia)SS

On this eighteenth day of March, A. D. 1929, before me a Notary Public, duly commissioned in and for said State and County, personally came E. D. Kohlstedt, Corresponding Secretary of the Board of Home Missions and Church Extension of the Methodist Episcopal Church, with whom I am personally acquainted, and know to be such officer, who being, by me duly sworn, said, that he is the Corresponding Secretary of the Board of Home Missions and Church Extension of the Methodist Episcopal Church, a corporation under the laws of Pennsylvania; that he knows the corporate seal of said Board; that the seal affixed to the foregoing instrument is such corporate seal; that it is by him affixed by order of said corporation; and that he signed his name thereto by the like order, as Corresponding Secretary by virtue of the authority vested in him as such, by said The Board of Home Missions and Church Extension.

And the said E. D. Kohlstedt, Corresponding Secretary aforesaid, acknowledged the said instrument to be his voluntary act and deed, and the voluntary act and deed of said The Board of Home Missions and Church Extension of the Methodist Episcopal Church.

E. D. KOHLSTEDT

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal, at my office in Philadelphia, the day and year last above written.

J. G. RHOADES, NOTARY PUBLIC
PHILADELPHIA, PA.

J. G. RHOADES, Notary Public
My commission expires February 28, 1931

I hereby certify that E. D. Kohlstedt within named Corresponding Secretary is the executive officer of the Board of Home Missions and Church Extension of the Methodist Episcopal Church and that the following is a true and correct copy of a resolution passed by the said Board at its Annual Meeting held on the 20th day of November, A. D. 1925, at which a quorum were present and voting.

Resolved that the Corresponding Secretary be and he is hereby authorized and empowered on behalf of the Board of Home Missions and Church Extension of the Methodist Episcopal Church to execute, acknowledge and deliver any and all instruments, and agreements of postponement of the liens of Trust Bonds and Mortgages held by the Board and secured upon the properties of any Methodist Episcopal Church or Churches in order that other mortgage holders who may lend money to such churches may have a preferred claim, in all instances wherein his judgment such postponement is advisable.

Philadelphia, Pa. March 18th, 1929.

GEO. L. SEARCH,
Assistant Recording Secretary

Filed for record this 1st day of April, A. D. 1929, at 1:02 o'clock P. M. and recorded

JOSEPHINE F. OLSON, Recorder
By-Edith Reid-Deputy

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RIGHT OF WAY CONTRACT

ORCHARD FARM COMPANY, a Utah corporation, grantor, of Ogden City, Weber County, State of Utah, hereby conveys to WASATCH GAS COMPANY, a Utah corporation, grantee, of Salt Lake City, Salt Lake County, State of Utah, its successors and assigns, for the sum of One Dollar (\$1.00) and other good and valuable considerations, a right of way to lay, maintain, operate and remove a pipe line over the following described tract of land in Weber County, State of Utah, to-wit:

Beginning at a point approximately 1320 feet south and 42 feet east of the northwest corner of Section 12, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Utah: running thence north 1296 feet to a point approximately 42 feet east and 33 feet south of the northwest corner of Section 12, Township and Range aforesaid.

It being understood and agreed that the said description describes the line indicated by a blue print of the premises owned by the grantor, which blue print is hereto attached and by this reference made a part of this agreement.

Together with the right to erect, maintain, operate and remove a telegraph or telephone line along any boundary line of the property owned by the grantor, as indicated by the attached blue print, together with the reasonable right of ingress and egress along the right of way hereinabove granted for a pipe line and along the boundary or boundaries upon which a telegraph or telephone line shall be operated.

It is expressly understood and agreed that in the laying, maintaining, operating, repairing or removal of said pipe line that grantee will do so in such manner that the pipe line now existing on grantor's premises and used by grantor shall in no wise be injured, impaired, destroyed, or damaged, and that grantee will exercise all of its rights hereunder with care and in a workmanlike manner and so as not to interfere with or hinder grantor in its use of said premises.

The grantor expressly reserves the right to fully use and enjoy said premises for any and all purposes.

Grantee further agrees to bury said pipe line to a sufficient depth so as to permit of deep plowing and cultivating of said land and to backfill the trenches in which said pipe line is laid in a good and substantial manner, so as to permit of the cultivation of said land without interference by reason of said trench having been constructed across said land.

It is specially agreed that all damages which may be caused to the grantor by the laying, operating, maintaining, repairing or removing the said pipe line, telegraph or telephone lines, shall be paid to grantor by the grantee, its successors or assigns; it is further agreed that if the pipe line as laid by grantee shall in any way interfere with any reasonable use of grantor's premises, that grantee will lower said pipes so as not to interfere with or prevent said use.

If the said damages cannot be mutually agreed upon, they shall be ascertained by three (3) disinterested persons, one thereof to be appointed by grantor, one by grantee and the third by the two persons so appointed.

This agreement shall be binding upon the successors and assigns of the grantor and the successors and assigns of the grantee.

IN WITNESS WHEREOF, the grantor has caused this agreement to be executed in its corporate name by its President and attested by its Secretary and the grantee has caused this agreement to be executed in its corporate name by its Vice-President and attested with its corporate seal by its Secretary, pursuant to resolutions of the respective Boards of Directors of said corporations, all as of the 26th day of March, 26, 1929.

ORCHARD FARM SEAL :
INCORPORATED 1903- :
OGDEN, UTAH :
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ORCHARD FARM COMPANY
By- S. W. Wherry- President
Attest: D. H. Adams- Secretary
Grantor

WASATCH GAS COMPANY :
CORPORATE SEAL UTAH :
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WASATCH GAS COMPANY
By-L. Fitzpatrick- Vice-President
Attest: L. C. Olpin-Asst. Secretary

STATE OF UTAH)
County of Weber }SS

On the 29th day of March, A. D. 1929, personally appeared before me S. W. Wherry and D. H. Adams, who being by me duly sworn did say that they are the President and Secretary respectively of Orchard Farm Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said S. W. Wherry and D. H. Adams and each of them acknowledged to me that said corporation executed the same.

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JAMES A. HOWELL, NOTARY PUBLIC :
COMMISSION EXPIRES JULY 15, 1930 :
OGDEN, STATE OF UTAH :
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JAMES A. HOWELL, Notary Public
Residing at Ogden, Utah
My commission expires July 15, 1930

STATE OF UTAH)
County of Salt Lake }SS

On the 2nd day of April, A. D. 1929, personally appeared before me L. Fitzpatrick and L. C. Olpin who being by me duly sworn, did say that they are the Vice-President and Asst. Secretary respectively of Wasatch Gas Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said L. Fitzpatrick and L. C. Olpin and each of them acknowledged to me that said corporation executed the same.

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L. C. TAYLOR, NOTARY PUBLIC :
COMMISSION EXPIRES NOV. 15-1930 :
SALT LAKE CITY, STATE OF UTAH :
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L. C. TAYLOR, Notary Public
Residing at Salt Lake City, Utah
My commission expires Nov. 15, 1930

Filed for record and recorded April 8, A. D. 1929, at 3:55 o'clock P. M.

JOSEPHINE F. OLSON, County Recorder
By-Maude West- Deputy Recorder

B.C.