

This is to Certify, that the above and foregoing is a full, true and correct copy of the original certificate, issued by the Presidency of the Church of Jesus Christ of Latter-Day Saints, to Harold F Stewart as Bishop of Jefferson Ward of the Stake of Wells in the County of Salt Lake, State of Utah.  
WITNESS my hand this twenty fourth day of March A. D., 1934.

Joseph Anderson  
Secretary to the Presidency of  
the Church of Jesus Christ of  
Latter-Day Saints.

Recorded at request of Neils Sandberg, Apr. 5, 1934 at 2:15 P. M. in Book #125 of L & L, Pages 369-70. Recording fee paid \$1.00. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: Misc. Index #3.)

AHG

#729081 IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT, FOR SALT LAKE COUNTY,  
STATE OF UTAH.

In the Matter of the Estate  
of JOSEPH H. GRANT, deceased.

## ORDER.

The petition of Algie H. Grant, administratrix of the estate of Joseph H. Grant, deceased, praying for authority to accept from D. H. Wenger and Florence Wenger the balance of the purchase price of certain real estate described in said petition and hereinafter described, amounting to the sum of \$2521.31, as of the 4th day of January, 1934, and upon payment thereof to execute and deliver to the said D. H. Wenger and Florence Wenger a good and sufficient deed of conveyance of said property, coming on regularly to be heard, and it appearing to the court that the contract therein referred to was made by the said deceased prior to his death, and that the purchaser of said property has in all respects complied with the terms and conditions of said contract, and is now able and willing to pay the balance of the purchase price of said property;

Upon Motion of E. J. Skeen, one of the attorneys for the said petitioner, it is ORDERED that the petition of the said administratrix be and the same is hereby allowed and approved, and she is hereby authorized to accept as payment in full of said property the balance of \$2521.31, less such payments as may have been made since the 3rd day of January, 1934, as full satisfaction and discharge of the purchase price of said property; and it is further ORDERED that upon receipt of said money, petitioner execute and deliver to the said D. H. Wenger, and Florence Wenger or to such grantees as they may designate, a good and sufficient deed of conveyance of the following described real estate, located in Salt Lake City and County, State of Utah, to-wit:

Commencing at a point 33 feet West of the Northeast corner of Lot 6, Block 15, Plat "F", Salt Lake City Survey; running thence S. 120 feet; thence W 45 feet; thence N 120 ft.; thence E 45 feet to the place of beginning.

Dated this 2d day of March, 1934.

Allen G. Thurman  
Judge.

ATTEST: ALONZO MACKAY, Clerk.  
By L. P. Palmer, Deputy Clerk.  
(SEAL)

ENDORSED: No. 15557 ESTATE OF JOSEPH H. GRANT, DECEASED. FILED IN THE CLERK'S OFFICE SALT LAKE COUNTY, UTAH MAR 2 1934 ALONZO MACKAY, CLERK 3RD DIST. COURT BY L. P. PALMER, DEPUTY CLERK.

STATE OF UTAH } ss.  
COUNTY OF SALT LAKE }

I, Alonzo Mackay, Clerk in and for the County of Salt Lake in the State of Utah, do hereby certify that the foregoing is a full, true and correct copy of the original ORDER. IN THE MATTER OF THE ESTATE OF JOSEPH H. GRANT, DECEASED. No. 15557. as appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 30th day of March A. D. 1934

DISTRICT COURT OF THE THIRD  
JUDICIAL DISTRICT  
SALT LAKE COUNTY  
STATE OF UTAH SEAL

Alonzo Mackay Clerk  
By L P Palmer  
Deputy Clerk

Recorded at request of A. P. Lakin, Apr. 5, 1934 at 4:17 P. M. in Book #125 of L & L, Page 370. Recording fee paid \$1.30. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: C-29-55-44.)

AHG

#729089

## AGREEMENT AND STIPULATION.

THIS AGREEMENT, entered into this 23<sup>rd</sup> day of November, 1933, at Salt Lake City, Utah, by and between UTAH COPPER COMPANY, a corporation, hereinafter referred to as "Copper Company", with its principal office at Salt Lake City, Utah, party of the first part, and UTAH-APEX MINING COMPANY, a corporation, hereinafter referred to as "Apex Company", with its principal office at Bingham Canyon, Utah, party of the second part,

WITNESSETH:

THAT, WHEREAS, on or about the 7th day of October, 1929, John M. Beattie filed with the State Engineer of the State of Utah application File No. 10775 to appropriate waters from Bingham Creek, a stream running through and out of Bingham Canyon, Salt Lake County, State of Utah, for the purpose of irrigating lands located in Sections 15, 16 and 17, Township 3 South, Range 2 West, Salt Lake Base & Meridian; and that on the 29th day of April, 1930, the said John M. Beattie for a valuable consideration sold, assigned and transferred all his right, title and interest in and to said application to Copper Company, which Company since said date has been and now is the owner and holder of said application, and that on the 21st day of August, 1933, the State Engineer approved said application against the protest duly filed in said matter by Apex Company; and,

WHEREAS, Apex Company has filed its action of appeal, from said action of the State Engineer approving said application, in the District Court of the Third Judicial District, in and for Salt Lake County, State of Utah, which said action is now pending in said court; and

WHEREAS, Copper Company has also made and filed with the State Engineer of the State of Utah two additional applications to appropriate water from Bingham Creek, which said applications are known in said State Engineer's office as File Nos. 11383 and 11385; and that Apex Company has filed its protest to the approving of said applications and each of them by the State Engineer; and,

WHEREAS, it is desired by the parties to this agreement to respect and protect the rights of each other in the waters applied for by Copper Company as above set out;

NOW, THEREFORE, in consideration of the covenants and agreements made and undertaken by each to the other as hereinafter set out, it is agreed by said parties as follows, to wit:

1. There is hereby excepted and reserved to Copper Company title in, and the right to collect, divert, appropriate and use, all solutions and copper waters from Copper Company's waste and ore dumps, but, except as hereinafter provided, Copper Company shall not use the waters applied for under the applications above numbered, nor any of them, so as to interfere with Apex Company in the latter's use of waters developed in its own and other mining property in Bingham Canyon, Utah, and pumped by Apex Company to the surface at the portal of Apex Company's Parvenue Tunnel located at the site of its mill property in said canyon, or that it may here-

after pump or bring to the surface at any other point on its mining property; or any other of its waters (as distinguished from Copper Company's said solutions and copper waters) now, or hereafter to be, developed on its property and not pumped, or waters that it may have acquired by appropriation; and Copper Company under said applications shall not so use or attempt to use said waters, or do any other act that would in any way interfere with Apex Company in its development or use of the waters from its mine or other property as hereinbefore set out, it being understood and agreed that at the present time the waters of Apex Company referred to are used by it for culinary purposes on all its property connected with its mine and mill operations, for milling purposes in all its mill operations, and that said waters at the time of entering the channel of Carr Fork Creek, or shortly thereafter, are used as a means of conveying away refuse and sewage from Apex Company property and the tailings from its mill operations, said tailings, refuse and sewage being carried down the channel of Carr Fork and Bingham Creeks to Apex Company's tailings ponds at or near the mouth of Bingham Canyon as shown by the blue print marked for identification "Exhibit A" entitled with relation to this agreement bearing even date herewith and the signature of each of the parties hereto but not hereto attached. It is further understood and agreed that Apex Company is not limited in its use by reason of its mentioning the present uses made of its said waters, but that it may without interference from the filings referred to of the Copper Company, except as hereinafter provided, use Apex Company's said waters for any and all purposes which may develop in connection with Apex Company's property, or the operation thereof, throughout the life of said Apex Company's property as a mine.

It is understood by Copper Company that for more than twenty years last past Apex Company has dumped its refuse and sewage accumulating from the occupation of its said property in the vicinity of its mine and mill, and the tailings from the operation of its mill, into the waters of the Carr Fork branch of Bingham Creek and the channel thereof, and has in addition pumped its developed waters from its mine and dumped said waters with its tailings from its mill operations into the waters already in said channel and into the channel itself and that the waters in said Creek, commingled with the developed waters of said Apex Company, have carried said refuse, sewage and tailings from Apex Company's property down through said Carr Fork and Bingham Creek channel to Apex Company's tailings ponds located in Section 16, Township 3 South, Range 2 West, Salt Lake Base & Meridian.

It is agreed by Copper Company that except as hereinafter provided Copper Company shall not take or use the waters covered by its water applications first hereinabove described, or any of said waters, in such way as to interfere with Apex Company's use and enjoyment of the waters of Carr Fork and Bingham Creek, or the channel thereof, as in the next preceding paragraph described.

Whenever the waters of Bingham Creek shall contain tailings or other solids in quantities sufficient to interfere with Copper Company's use of said waters for any of the latter's purposes, and said tailings or other solids shall have been emptied into said Bingham Creek or its sources, or the channel or channels thereof, by Apex Company or anyone in privity with Apex Company, then Apex Company shall at the latter's expense settle out said tailings or other solids at Apex Company's tailings ponds as presently located and, thereupon, during the period from April 1st to October 1st of each year, deliver or cause to be delivered all said waters at Copper Company's option either (1) into the Bastian Ditch or irrigation canal (shown on said "Exhibit A") in a reasonably constant and even flow equal to but not in excess of the safe carrying capacity of said ditch or canal and Apex Company's present diversion system and tailings pond, for use by Copper Company for such purpose or purposes and at such place or places as Copper Company may desire, or (2) into Bingham Creek upstream from the point of diversion presently specified in Copper Company's said application No. 11385, to wit, South 49° 52' West 2542 feet from the section corner common to Sections 9, 10, 15 and 16, Township 3 South, Range 2 West, as shown upon said Exhibit A. Apex Company shall at the latter's expense deliver said waters settled as aforesaid into Bingham Creek at a point upstream from Copper Company's said point of diversion during the period from October 1st to April 1st of each year.

When the waters of Bingham Creek shall not contain tailings or other solids in quantities sufficient to interfere with Copper Company's use of said waters for the latter's purposes or any thereof, or, if containing tailings or other solids in such quantities, the same not having been emptied into Bingham Creek or its sources, or the channel or channels thereof, by Apex Company or anyone in privity with Apex Company, then Apex Company shall during the period from April 1st to October 1st of each year, at Apex Company's expense, deliver or cause to be delivered all said waters at Copper Company's option either (1) into said Bastian Ditch in said reasonably constant flow and quantity for Copper Company's said purpose or purposes at such place or places of use, or (2) into Bingham Creek upstream from Copper Company's said point of diversion. During the period from October 1st to April 1st of each year, Apex Company shall deliver said waters of Bingham Creek under said last mentioned circumstances into Bingham Creek at a point upstream from Copper Company's said point of diversion.

If for any reason Copper Company shall desire to do so, it may at any time and during any period, at Copper Company's expense, use and enlarge the diverting system of Apex Company and devote the same to the diversion of the waters of Bingham Creek into Apex Company's settling pond or ponds and thence for Copper Company's use, and therein Copper Company at Copper Company's expense may also use Apex Company's tailings pond in which to settle out the solids in such waters; but should Copper Company's said enlargement, alteration and/or use of said tailings pond and other facilities result in an increase in the cost of Apex Company's operation thereof, such increased cost so resulting shall be defrayed by Copper Company, and if as a result of the use of Apex Company's tailings ponds by Copper Company under any of the provisions of this contract the same shall be filled up and be required to be enlarged, Copper Company shall at the latter's expense furnish to Apex Company additional tailings pond area that can be used by Apex Company for the settling of its tailings as economically as but for Copper Company's use Apex Company would have been able to settle out its tailings in the ponds of Apex Company that Copper Company had used; it being the intention of both parties to this agreement that Apex Company is not to be put to additional expense in the settling of its tailings because of the use of its diverting system and tailings ponds by Copper Company.

It is further agreed that if Apex Company should permanently cease the operation of its mill, or should in the future handle its tailings from its mill operations in such manner as to avoid the use of Carr Fork and Bingham Creek in disposing of its tailings, Apex Company shall then construct diverting works that shall be reasonably sufficient to divert and conduct the waters of Bingham Creek, in the amount herein specified, from Bingham Creek channel to some point on the Bastian Canal, as the same is now constructed as shown by the blue print marked "Exhibit A", and that Apex Company shall thereafter be relieved of all obligation for the expense of operation and maintenance of said diverting system, but such diversion system and the whole thereof shall thereupon become and be the property of Copper Company and continue solely for the latter's use.

With Copper Company's consent Apex Company may divert from Bingham Creek for such use or purpose as Apex Company may desire the same quantity of water as that of said developed and other waters of Apex Company delivered by the latter into Bingham Creek as hereinbefore described, but should Copper Company object to such diversion by Apex Company, then Apex Company shall forthwith cease its diversions from Bingham Creek and Copper Company shall, upon the demand of Apex Company, and at the latter's expense, deliver to Apex Company into such adequate facilities as Apex Company may supply, all or any part of the tail waters from Copper Company's Lead Mine precipitating plant, or from any other precipitating plant hereafter constructed by Copper Company at a point downstream from said Lead Mine precipitating plant but at such elevation to permit of the gravity flow of tail waters into Copper Company's Bingham-Magna Ditch from such precipitating plant to be constructed, all as illustrated upon "Exhibit A", and such diversion of said tail waters by Apex Company shall be at the latter's risk. Each of the parties hereto shall protect and save the other harmless against its use or disposition of the waters diverted by it or received by it into its facilities.

The Apex Company hereby reserves title to all the tailings in its ponds as at present constituted or that may hereafter be accumulated in its present or later acquired tailings ponds with the full right to remove, treat or deal with said tailings as it may see fit.

It is also understood and agreed between the parties that this agreement does not take the place of or modify, change or affect any of the existing agreements now in force and effect between the respective parties to this agreement.

This stipulation agreement, when executed, shall be filed with the State Engineer and Apex Company will then dismiss its appeal suit pending in the Third Judicial District Court from the order of the State Engineer approving Copper Company's application File No. 10775, and will also withdraw its protests to applications File Nos. 11383 and 11385.

The State Engineer is hereby authorized and directed at the time of final proof being made by Copper Company in each of the above numbered matters to grant Copper Company's applications subject to the rights of Apex Company as in this agreement set out and provided.

This agreement shall extend to, benefit and bind the successors and assigns of each of the parties hereto respectively.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on their behalf and their corporate seals to be thereunto affixed, duly attested, the day and year first hereinabove written.

ATTEST:

Chas T S Parsons  
Its Asst Secty

UTAH COPPER COMPANY.  
CORPORATE SEAL  
1904  
NEW JERSEY SEAL

UTAH COPPER COMPANY,  
By D D Moffat  
Its Vice Pres & Gen Mgr.

ATTEST:  
P. L. Haffenreffer 3<sup>rd</sup>  
Its Treasurer

UTAH-APEX MINING COMPANY  
INCORPORATED 1902  
MAINE. SEAL

UTAH-APEX MINING COMPANY,  
By R F Haffenreffer  
Its President

APPROVED

H. C. Goodrich  
CHIEF ENGINEER

STATE OF Utah } SS:  
COUNTY OF Salt Lake }

December

On the 4th day of November, 1933, personally appeared before me D. D. Moffat, who, being by me, duly sworn, did say that he is the Vice Pres. & Gen'l Manager of UTAH COPPER COMPANY, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said D. D. Moffat acknowledged to me that said corporation executed the same.

My commission expires:  
Sept. 23, 1937.

THOS. TEMPLE, SEAL  
NOTARY PUBLIC  
COMMISSION EXPIRES  
SEPT. 23, 1937.  
SALT LAKE CITY-STATE OF UTAH.

Thos. Temple,  
Notary Public,  
Residing at  
Salt Lake City, Utah.

STATE OF Mass. ) SS:  
COUNTY OF Bristol )

On the 23rd day of November, 1933, personally appeared before me R. F. Haffenreffer, who, being by me duly sworn, did say that he is the President of UTAH-APEX MINING COMPANY, and that said instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said R. F. Haffenreffer acknowledged to me that said corporation executed the same.

My commission expires:  
May 22, 1936

MARION L. MACOMBER  
NOTARY PUBLIC  
FALL RIVER, MASS. SEAL

Marion L. Macomber  
Notary Public,  
Residing at  
Fall River, Massachusetts

Recorded at the request of Utah Copper Co. Apr. 6, 1934 at 10:20 A. M. in Book #125 of L. & L. Pages 370-1-2. Recording fee paid \$6.20. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by C. L. Schettler, Deputy. (Reference: D25-158-7, 159-6, 160-6, Entered in Water Index #6331.)

ER  
EE

#729099

PROPOSED BOARD RESOLUTION.

WHEREAS, on the second day of December, one thousand nine hundred thirty-three, Julia Murphy, both in her private capacity and by authority vested in her by order of the District Court of the Third Judicial District, Probate Division, in and for Salt Lake County, State of Utah, as administratrix of the estate of Frank Murphy, did execute to the HOME OWNERS' LOAN CORPORATION to secure a loan from said Corporation a certain note and mortgage in the sum of six hundred fifty-five dollars and ninety-two cents (\$655.92), said mortgage being of record in Book 122 of Mortgages at pages, 408-9-10, Records of Salt Lake County, State of Utah; and

WHEREAS, the cost of probate and attorney's fees in the amount of one hundred fifty-eight dollars and seventy-five cents (\$158.75) occasioned by and being necessary for the securing of abovementioned court order, remain due and unpaid and constitute a lien and cloud upon the title to the property conveyed to the HOME OWNERS' LOAN CORPORATION by the abovementioned mortgage,

BE IT NOW, THEREFORE, RESOLVED, that a new mortgage, in an amount to include in addition to the amount of the old mortgage the sum of one hundred fifty-eight dollars and seventy-five cents (\$158.75) as an allowance for the abovementioned cost of probate and attorney's fees, be executed by Julia Murphy in her private capacity and as administratrix of the estate of the said Frank Murphy to the HOME OWNERS' LOAN CORPORATION, and that the aforementioned cost of probate and attorney's fees be paid and the lien therefor be satisfied and discharged of record; and

BE IT FURTHER RESOLVED, that the old note and mortgage bearing the date of December second, one thousand nine hundred thirty-three be cancelled and discharged of record.

I hereby certify that this is a resolution passed by the Board of Directors of the Home Owners' Loan Corporation on March 8<sup>th</sup>, 1934.

HOME OWNERS'  
LOAN CORPORATION  
WASHINGTON, D.C. SEAL

R. L. Nagle  
R. L. Nagle,  
Acting Secretary.

Recorded at the request of HOME OWNERS LOAN CORP. Apr. 6, 1934 at 11:41 A. M. in Book #125 of L. & L. Page 372. Recording fee paid 90%. (Signed) Helen F. Reiser, Recorder, Salt Lake County, Utah by Loraine M. Rich, Deputy. (Reference: C37-7-39.)

mb  
AH

#729102

Know All Men by These Presents

THAT Nellie M. Wilkins, have made, constituted and appointed, and by these presents do make, constitute and appoint Leola Bromley, her true and lawful Attorney for her and in her name, place and stead and for her use and benefit: to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable, or belonging to her, and have, use and take, all lawful ways and means in her name or otherwise, for the recovery thereof by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for and in name to make, seal and deliver; to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seizing and possession of all lands, and all deeds and other assurances in the law thereof; and