

its heirs or assigns, and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for.

WITNESS the hands of said grantors this 5 day of March, 1929.

Witness: W. C. Howell
STATE OF UTAH)
County of Weber }SS

ISA CHRISTENSEN
EUGENE CHRISTENSEN

On the 5 day of March, A. D. 1929, personally appeared before me Isa Christensen and Eugene Christensen, the signers of the above instrument, who duly acknowledged to me that they executed the same.

W. C. HOWELL, NOTARY PUBLIC
COMMISSION EXPIRES DEC. 31-
1930-OGDEN, STATE OF UTAH

W. C. HOWELL, Notary Public
Residing at Ogden, State of Utah
My commission expires

Recorded at the request of Wasatch Gas Co. March 9, A. D. 1929, at 32 min. 10 o'clock A. M.

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

u R

RACHEL STAKER, widow, grantor, of Wilson, State of Utah, hereby convey and warrant to WASATCH GAS CO. a Utah corporation, grantee, of Salt Lake City, State of Utah, its successors and assigns, for the sum of One Dollars, the right of way to lay, maintain, operate and remove pipe lines and erect, maintain, operate and remove telegraph and telephone lines, with the right of ingress and egress to and from said right of way, over and through the following described tract of land in Township 6 North, Range 2 West in the County of Weber, State of Utah, bounded and described as follows:

A part of the NW 1/4 of the NE 1/4 of Sec. 25, T. 6 N. R. 2 W.; also a part of the SW 1/4 of the SE 1/4 of Sec. 24, T. 6 N. R. 2 W. now owned by Rachel Staker

The said grantor to fully use and enjoy the said premises except for the purpose hereinbefore granted to the said grantee, which hereby agrees to pay damages which may arise to crops or fences from the laying, erecting, maintaining, operating or removing of said pipe lines or telegraph and telephone lines; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said grantor, heirs or assigns, one by the said grantee, its heirs or assigns, and the third by the two so appointed as aforesaid. Should more than one pipe line be laid under this grant at any time, a like consideration shall be paid for each line so laid, in addition to the damages above provided for.

WITNESS the hand of said grantor this 5 day of March. 1929.

Witness: Moroni Skeen
STATE OF UTAH)
County of Weber }SS

RACHEL STAKER

On the 5 day of March, A. D. 1929, personally appeared before me Rachel Staker, widow, the signer of the above instrument, who duly acknowledged to me that she executed the same.

MORONI SKEEN, NOTARY PUBLIC
OGDEN STATE OF UTAH
MY COMMISSION EXPIRES.....

MORONI SKEEN, Notary Public
Residing at Ogden City, State of Utah
My commission expires October 9th, 1929

Recorded at the request of Wasatch Gas Co. March 9, A. D. 1929, at 33 min. 10 o'clock A. M.

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

u R

BAMBERGER ELECTRIC RAILROAD COMPANY, a corporation, hereinafter referred to as the grantor, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, hereby gives, grants, and conveys unto WASATCH GAS COMPANY, a corporation, hereinafter referred to as the grantee, its successors and assigns, a perpetual easement and right to construct, maintain and operate a pipe line, for the transmission of either natural or artificial gas, across and under the railroad right of way of the grantor between Salt Lake City, Utah, and Ogden, Utah, in the Southwest Quarter of the Northwest Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, as more particularly described upon the plat hereto attached and made a part of this grant.

The conditions and limitations of this grant and the considerations upon which this grant is made, are as follows:

- 1.. Grantee undertakes and agrees, at its sole expense, to so construct, maintain and operate said pipe line; as not to interfere with the use of said right of way by the grantor for the movement of either electric or steam trains, or electrical transmission or telephone lines, or any future improvements made by the grantor.
2. Grantee undertakes and agrees that the gas transmission pipe line as it passes under said right of way of the grantor shall be incased for the entire distance that the same passes across said right of way in a larger pipe or casing, so as to protect the grantor against leakage of gas from, or break-

age of said gas transmission line. This, however, shall not limit the liability of the grantee to the grantor for any damage that may occur by reason of such construction.

3. Grantee hereby waives any and all damage from electrolysis, or from any other cause, which may result or be claimed to result, to said gas transmission line or to grantee from any act of the grantor in the use of the said right of way by the grantor; or in the operation of its trains, or in the operation of telegraph, telephone or electric power lines, along or across said right of way.

4. Grantee undertakes and agrees to hold the grantor harmless from any and all damages sustained by it (grantor) either directly or indirectly by reason of the use of said land by the grantee for the purposes herein granted.

All of the terms hereof shall be binding upon the successors and assigns of the grantee.

WITNESS the hand of the grantor, Bamberger Electric Railroad Company, by its thereunto duly authorized officers, and its seal thereto affixed this 11th day of February, 1929.

.....
BAMBERGER ELECTRIC RAILROAD
COMPANY, SEAL UTAH
.....

BAMBERGER ELECTRIC RAILROAD COMPANY
By-Julian M. Bamberger
Attest: H. I. Price-Asst. Secty.

STATE OF UTAH)
County of Salt Lake)SS

On this 11 day of February, A. D. 1929, personally appeared before me Julian M. Bamberger, who being by me duly sworn, did say that he is President of Bamberger Electric Railroad Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said Julian M. Bamberger acknowledged to me that said corporation executed the same.

.....
H. M. FRIEDEL, NOTARY PUBLIC
COMMISSION EXPIRES APR. 1932
SALT LAKE CITY, STATE OF UTAH
.....

H. M. FRIEDEL, Notary Public
Residing at Salt Lake City, Utah
My commission expires 4/24/32

WASATCH GAS COMPANY, a corporation of the State of Utah, hereby accepts the above and foregoing grant, together with the conditions therein set forth.

WITNESS the hand of the Wasatch Gas Company, by its officers thereunto duly authorized and its corporate seal thereto affixed this 11th day of February, 1929.

.....
WASATCH GAS COMPANY
CORPORATE SEAL UTAH
.....

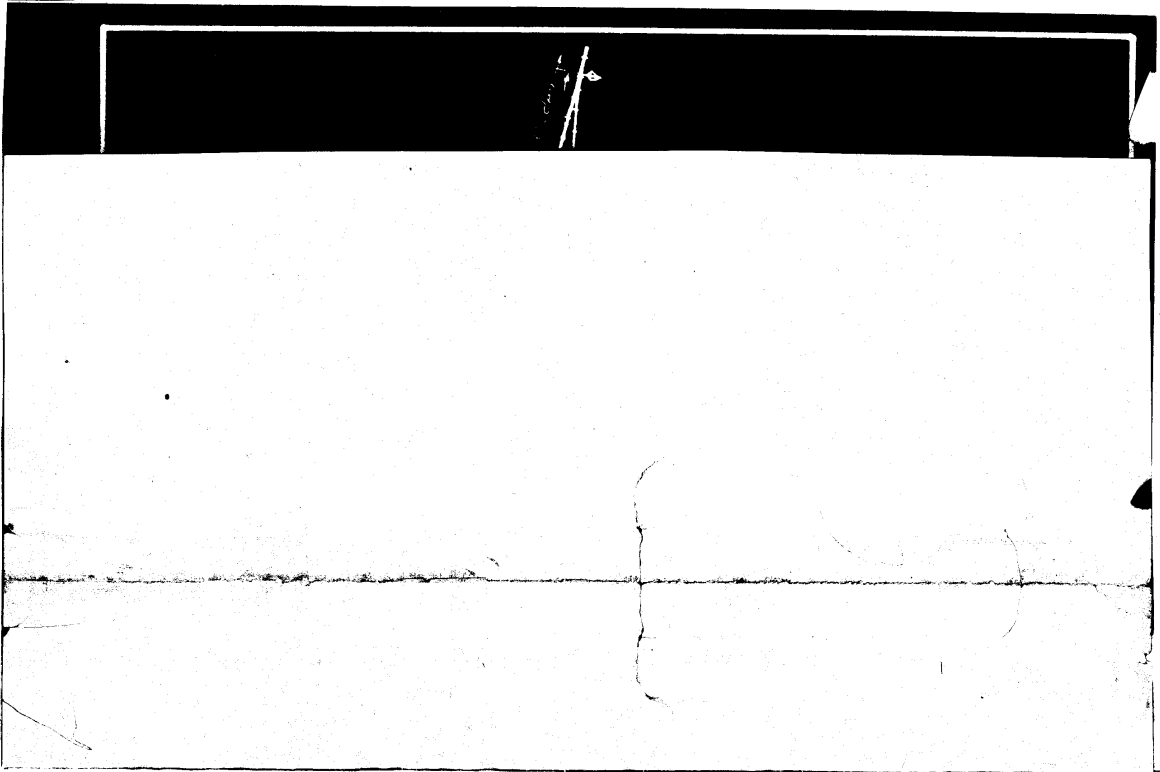
WASATCH GAS COMPANY
By- L. Fitzpatrick Vice-President
Attest: L. L. Depina Assistant Secretary

STATE OF UTAH)
County of Salt Lake)SS

On this 11th day of February, A. D. 1929, personally appeared before me L. Fitzpatrick, who, being by me duly sworn, did say that he is Vice-President of Wasatch Gas Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said L. Fitzpatrick acknowledged to me that said corporation executed the same.

.....
FLORENCE GRAEHL, NOTARY PUBLIC
COMMISSION EXPIRES JULY 10-1931
SALT LAKE CITY, STATE OF UTAH
.....

FLORENCE GRAEHL, Notary Public
Residing at Salt Lake City, Utah
My commission expires July 10, 1931



age of said gas transmission line. This, however, shall not limit the liability of the grantee to the grantor for any damage that may occur by reason of such construction.

3. Grantee hereby waives any and all damage from electrolysis, or from any other cause, which may result or be claimed to result, to said gas transmission line or to grantee from any act of the grantor in the use of the said right of way by the grantor; or in the operation of its trains, or in the operation of telegraph, telephone or electric power lines, along or across said right of way.

4. Grantee undertakes and agrees to hold the grantor harmless from any and all damages sustained by it (grantor) either directly or indirectly by reason of the use of said land by the grantee for the purposes herein granted.

All of the terms hereof shall be binding upon the successors and assigns of the grantee.

WITNESS the hand of the grantor, Bamberger Electric Railroad Company, by its thereunto duly authorized officers, and its seal thereto affixed this 11th day of February, 1929.

.....
BAMBERGER ELECTRIC RAILROAD :
COMPANY, SEAL UTAH :
.....

BAMBERGER ELECTRIC RAILROAD COMPANY

By-Julian M. Bamberger

Attest: H. I. Price-Asst. Secty.

STATE OF UTAH)
County of Salt Lake }SS

On this 11 day of February, A. D. 1929, personally appeared before me Julian M. Bamberger, who being by me duly sworn, did say that he is President of Bamberger Electric Railroad Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said Julian M. Bamberger acknowledged to me that said corporation executed the same.

.....
H. M. FRIEDEL, NOTARY PUBLIC :
COMMISSION EXPIRES APR. 19 :
SALT LAKE CITY, STATE OF UTAH :
.....

H. M. FRIEDEL, Notary Public
Residing at Salt Lake City, Utah
My commission expires 4/24/32

WASATCH GAS COMPANY, a corporation of the State of Utah, hereby accepts the above and foregoing grant, together with the conditions therein set forth.

WITNESS the hand of the Wasatch Gas Company, by its officers thereunto duly authorized and its corporate seal thereto affixed this 11th day of February, 1929.

.....
WASATCH GAS COMPANY :
CORPORATE SEAL UTAH :
.....

WASATCH GAS COMPANY

By- L. Fitzpatrick, Vice-President

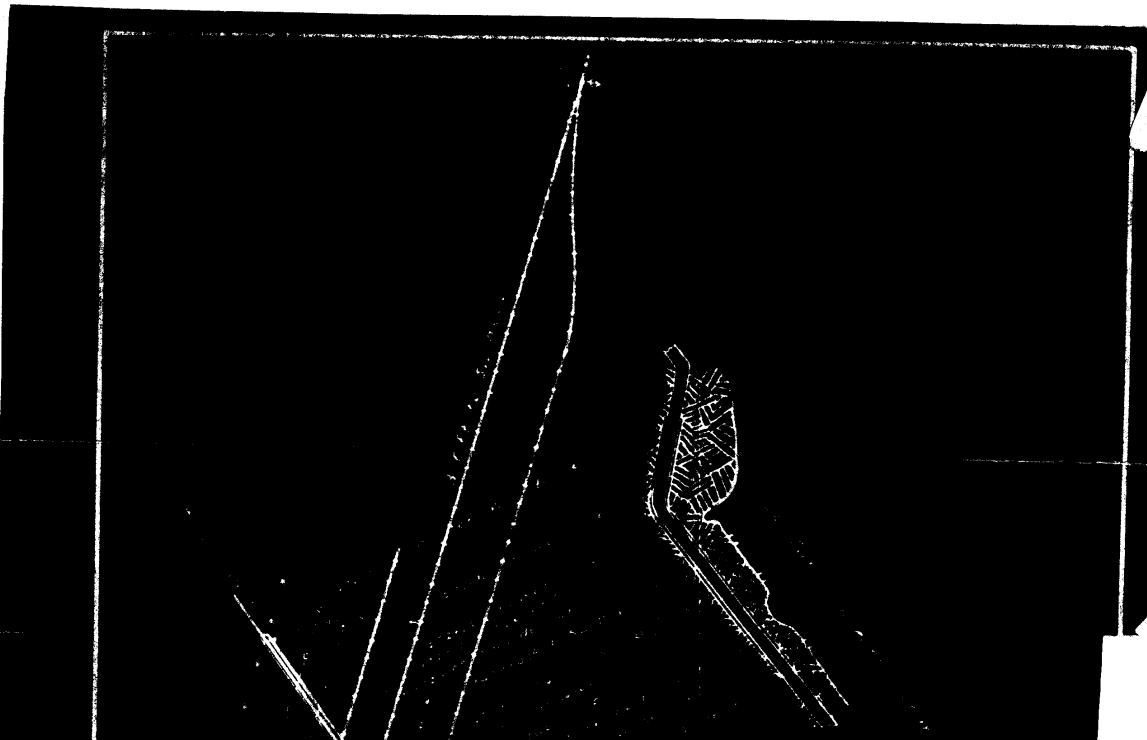
Attest: L. L. Depina Assistant Secretary

STATE OF UTAH)
County of Salt Lake }SS

On this 11th day of February, A. D. 1929, personally appeared before me L. Fitzpatrick, who, being by me duly sworn, did say that he is Vice-President of Wasatch Gas Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said L. Fitzpatrick acknowledged to me that said corporation executed the same.

.....
FLORENCE GRAEHL, NOTARY PUBLIC :
COMMISSION EXPIRES JULY 10-1931 :
SALT LAKE CITY, STATE OF UTAH :
.....

FLORENCE GRAEHL, Notary Public
Residing at Salt Lake City, Utah
My commission expires July 10, 1931



Filed for record and recorded March 9, A. D. 1929, at 10:34 o'clock A. M.

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

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A F F I D A V I T

STATE OF UTAH }
County of Weber }SS

I, SIDNEY O. STEVENS, of Ogden, Weber County, Utah, being first duly sworn, depose and say: That I am the grantor named in that certain warranty deed dated September 12, 1894, and recorded September 15, 1894, in Volume 24 of Deeds, page 282, and that at the date of the conveyance of said deed, I was a single and unmarried man.

Further that I am well and personally acquainted with Frank J. Stevens who appears as grantor in that certain warranty deed dated October 22, 1894 and recorded October 9, 1897, in Volume 30 of Deeds, page 246, and know that at the time of the conveyance of said deed Frank J. Stevens was a single and unmarried man.

SIDNEY O. STEVENS

Subscribed and sworn to before me this 9th day of March. A. D. 1929.

.....
GEORGE D. CARDON, NOTARY :
PUBLIC, STATE OF UTAH :
.....

GEORGE D. CARDON, Notary Public
Residing at Ogden, Utah
My commission expires May 31, 1932

Filed for record and recorded March 9, A. D. 1929, at 12:24 o'clock P. M.

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

CERTIFICATE OF SALE

IN THE DISTRICT COURT OF WEBER COUNTY, STATE OF UTAH.

THE MORTGAGE BOND COMPANY, NEW YORK,
a corporation,

Plaintiff

VS

MARY GODBE GIBES and LAUREN W. GIBES,
Defendants

I, R. D. PINCOCK, Sheriff of Weber County, Utah, do hereby certify that under and by virtue of the final judgment and decree of the above entitled District Court in the above entitled action, duly certified to me under the seal of the said District Court, the 11th day of February, 1929, and an order of sale thereon, issued to me as such sheriff, duly directed and delivered, whereby I was commanded to sell the property hereinafter described, and apply the proceeds of such sale towards the satisfaction of the judgment in said action, with interest, counsel fees, costs of suit and accruing costs of sale, amounting in all to the sum of \$3458.55 and on the 8th day of March, 1929, at 12 o'clock noon of said day, at the south front door of the Weber County Court House, in Ogden City, Weber County, Utah, I duly sold at public auction, according to law, and after due and legal notice to William C. Miller, the assignee who made the highest bid therefor at such sale for the sum of \$3458.55 which was the whole price paid for the real estate in said order of sale described as follows, to-wit:

Part of Lot Ten (10) Block 55, Plat "A" Ogden City Survey: Beginning at a point 35 feet north of the southeast corner of said Lot Ten (10) running thence north 47 1/2 feet, thence west 9 rods, thence south 47 1/2 feet, thence east 9 rods to the place of beginning. Subject to a right of way conveyed by a certain warranty deed dated September 2nd, 1916, recorded September 6th, 1916, in Book 78 of deeds, page 581, records of Weber County, Utah, together with all and singular the privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And I do further certify that the said property was sold in one parcel and that the said sum of \$3458.55 was the highest bid made and the whole price paid therefor, and that the same is subject to redemption pursuant to the statute in such cases made and provided.

Dated at Ogden City, Weber County, Utah, this 8th day of March, 1929.

R. D. PINCOCK, Sheriff of Weber County, Utah
By-J. E. Wallace- Deputy Sheriff

Filed for record and recorded March 9, A. D. 1929, at 2:10 o'clock P. M.

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

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Filed for record and recorded March 9, A. D. 1929, at 10:34 o'clock A. M.

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

W + R

A F F I D A V I T

STATE OF UTAH)
County of Weber }SS

I, SIDNEY O. STEVENS, of Ogden, Weber County, Utah, being first duly sworn, depose and say: That I am the grantor named in that certain warranty deed dated September 12, 1894, and recorded September 15, 1894, in Volume 24 of Deeds, page 282, and that at the date of the conveyance of said deed, I was a single and unmarried man.

Further that I am well and personally acquainted with Frank J. Stevens who appears as grantor in that certain warranty deed dated October 22, 1894 and recorded October 9, 1897, in Volume 30 of Deeds, page 246, and know that at the time of the conveyance of said deed Frank J. Stevens was a single and unmarried man.

SIDNEY O. STEVENS

Subscribed and sworn to before me this 9th day of March. A. D. 1929.

.....
GEORGE D. CARDON, NOTARY :
PUBLIC, STATE OF UTAH :
.....

GEORGE D. CARDON, Notary Public
Residing at Ogden, Utah
My commission expires May 31, 1932

Filed for record and recorded March 9, A. D. 1929, at 12:24 o'clock P. M.

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

W + R

CERTIFICATE OF SALE

IN THE DISTRICT COURT OF WEBER COUNTY, STATE OF UTAH.

THE MORTGAGE BOND COMPANY, NEW YORK,
a corporation,

Plaintiff

VS

MARY GODBE GIBBS and LAUREN W. GIBBS,
Defendants

I, R. D. PINCOCK, Sheriff of Weber County, Utah, do hereby certify that under and by virtue of the final judgment and decree of the above entitled District Court in the above entitled action, duly certified to me under the seal of the said District Court, the 11th day of February, 1929, and an order of sale thereon, issued to me as such sheriff, duly directed and delivered, whereby I was commanded to sell the property hereinafter described, and apply the proceeds of such sale towards the satisfaction of the judgment in said action, with interest, counsel fees, costs of suit and accruing costs of sale, amounting in all to the sum of \$3458.55 and on the 8th day of March, 1929, at 12 o'clock noon of said day, at the south front door of the Weber County Court House, in Ogden City, Weber County, Utah, I duly sold at public auction, according to law, and after due and legal notice to William C. Miller, the assignee who made the highest bid therefor at such sale for the sum of \$3458.55 which was the whole price paid for the real estate in said order of sale described as follows, to-wit:

Part of Lot Ten (10) Block 55, Plat "A" Ogden City Survey: Beginning at a point 35 feet north of the southeast corner of said Lot Ten (10) running thence north 47 1/2 feet, thence west 9 rods, thence south 47 1/2 feet, thence east 9 rods to the place of beginning. Subject to a right of way conveyed by a certain warranty deed dated September 2nd, 1916, recorded September 6th, 1916, in Book 78 of deeds, page 581, records of Weber County, Utah, together with all and singular the privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

And I do further certify that the said property was sold in one parcel and that the said sum of \$3458.55 was the highest bid made and the whole price paid therefor, and that the same is subject to redemption pursuant to the statute in such cases made and provided.

Dated at Ogden City, Weber County, Utah, this 8th day of March, 1929.

R. D. PINCOCK, Sheriff of Weber County, Utah
By-J. E. Wallace- Deputy Sheriff

Filed for record and recorded March 9, A. D. 1929, at 2:10 o'clock P. M.

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

W + R
