

E# 15214
H-2-4/591
rec 3-12-29

EXHIBIT "A"

MOUNTAIN FUEL SUPPLY COMPANY
UTAH DIVISION
344

RIGHT-OF-WAY AGREEMENT.

DANIEL D. HARRIS and JENNIE C HARRIS, husband and wife, Grantors of Layton, Davis County, State of Utah, hereby grant to MASATCH 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 AND NO/100 (\$1.00) DOLLARS, the right to lay, maintain, operate, repair and remove a pipeline across and through the following described tract of land in Township 4, North, Range 1 West of Salt Lake Meridian in Davis County, State of Utah, described as follows, to-wit:

Beginning at a point 1112 feet West of the Northeast Corner, Section 8, running South 9° 20' East a distance of 1351 feet to a point approximately 850 feet West of the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 8, Twp. 4 North, Range 1 West, Salt Lake Base and Meridian, Utah.

Together with a right to erect, maintain, operate and remove telegraph and telephone lines on any boundary line of the property across which the hereinabove described right-of-way is granted; together with the reasonable right of ingress and egress along the right-of-way hereinabove granted and along the boundaries upon which telegraph and telephone lines shall be operated.

The Grantors reserve the right to fully use and enjoy the said premises for any and all purposes.

It is Specially Agreed that all damages which may be caused to the Grantors by the laying, operating, maintaining, repairing or removing the said pipe line, telegraph or telephone lines, shall be paid to Grantors by the Grantee, its successors or assigns; it is further agreed that if the pipe line as laid by Grantee or the telegraph or telephone lines as erected by Grantee shall in any way interfere with any reasonable use of Grantors' premises, that Grantee will change the location of said lines, or either thereof, so as not to interfere or prevent said use and if it is impracticable to change said lines, or either thereof, Grantee agrees to pay to the Grantors the damages thus sustained by Grantors.

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

2.

WASATCH FUEL SUPPLY COMPANY
UTAH DIVISION
344

This agreement shall be binding upon the heirs or assigns of the Grantors and the successors and assigns of the Grantee.

IN WITNESS WHEREOF this agreement is executed by the Grantors and the Grantee this 6 day of March, A. D. 1929.

Witness of Signature of Grantors:

Joseph L. Mabey
Daniel A. Harris
Jennie C. Harris
GRANTORS.

WASATCH GAS COMPANY,

By L. J. Fitzpatrick
President

ATTEST:

L. J. Fitzpatrick
ASSISTANT Secretary.

GRANTEE.

STATE OF UTAH)
County of Davis) SS.
County of Weber)

On this 6 day of March, 1929, personally appeared before me Daniel D. Harris and Jennie C. Harris, husband and wife, two of the signors of the above instrument, who duly acknowledged to me that they executed the same.

My commission Expires Jan. 20, 1933
Joseph L. Mabey
NOTARY PUBLIC
Residing at Crescent, Utah

STATE OF Utah)
COUNTY OF Salt Lake) SS.

On the 5th day of March, 1929, personally appeared before me L. J. Fitzpatrick, who being by me duly sworn did say: That he is the VICE PRESIDENT of the Wasatch Gas Company, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said L. J. Fitzpatrick acknowledged to me that said corporation executed the same.

My commission expires Dec. 1932
O. J. Lawson
NOTARY PUBLIC.
Residing at Salt Lake City
Utah

45214

QUARTER FOR JUNE 1929
YEAR DESIGN
344

4/10

Samuel D. Harris

Wassatch Gas Co.

March 6-1929

State of Utah

County of Salt Lake

MAR 12 1929

Wassatch Gas Co.
March 6-1929

Samuel D. Harris
County Recorder

- Entered Ent. Margin
- Fee Record Printed
- Recorded U-scribed
- Abstracted
- Summared Indexed

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