

954

# RIGHT OF WAY AND EASEMENT GRANT

(CONDOMINIUM-MOBILE HOME)  
(CORPORATE)

*Somerset Farm*

469625

FARMINGTON MEADOWS, INC.

....., Grantor, does hereby convey and warrant to MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, its successors and assigns, for the sum of ONE AND NO/100 DOLLARS (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged, a right of way and easement sixteen feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities (hereinafter collectively called "facilities") through and across the following described land and premises situated in Davis County, State of Utah, to-wit: Those certain strips of land in the project or development described below and lying along the center lines as shown on the attached Plat, designated Exhibit A, and which is dated 15th day of July, A.D. 1977, and as said Plat and Exhibit may be amended or revised from time to time, said Plat and Exhibit by this reference being made a part hereof, representing that certain condominium or mobile home project or development known as

SOMERSET FARM HOME OWNERS ASSOCIATION  
(Name of Condominium or Mobile Home)

in the vicinity of 1750 North Main Street Farmington  
(Street Intersection) (City)

Beginning at the center of Section 12, T.3N., R.1W., S.L.B.&M., and running thence N.89°05'58"E. 339 feet; thence N.25°30'E. 120.0 feet; thence N.3°43'W. 728.0 feet; thence N.17°49'E. 496.45 feet; thence S.89°08'10"W. 496.42 feet; thence N.0°02'44"W. 304.16 feet; thence S.89°57'16"W. 521.90 feet; thence S.0°02'44"E. 899.63 feet; thence S.71°40'05"W. 26.335 feet; thence S.0°02'44"E. 163.11 feet; thence S.89°53'16"W. 301.0 feet; thence N.0°02'44"W. 72.40 feet; thence S.71°40'05"W. 67.97 feet; thence southwesterly along a 173.54 foot radius curve left 125.70 feet; thence southwesterly along a 245.42 foot radius curve right 231.73 feet; thence S.84°16'W. 122.21 feet; thence S.1°31'17"E. 149.97 feet; thence S.0°05'E. 146.35 feet; thence S.67°43'W. 295.93 feet; thence S.32°12'23"E. 157.50 feet; thence West 86.26 feet; thence S.32°12'23"E. 38.79 feet; thence S.53°03'W. 204.68 feet; thence S.26°52'09"E. 121.49 feet and southeasterly along a 539.96 foot radius curve to the left 34.52 feet along an existing highway right of way line, thence N. 53°03'E. 291.38 feet; thence S.32°12'23"E. 518.15 feet; thence N.57°56'E. 1359.35 feet to the point of beginning.

TO HAVE AND TO HOLD the same unto the said Mountain Fuel Supply Company, its successors and assigns, so long as such facilities shall be maintained, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the facilities. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee, provided such use does not interfere with the facilities or any other rights granted to the Grantee hereunder.

The Grantor shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantee. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.

IN WITNESS WHEREOF the Grantor has caused its corporate name and seal to be hereunto affixed this 15th day of August, 1977.

ATTEST:

[Signature]  
(SEAL) Secretary

FARMINGTON MEADOWS, INC.  
By [Signature] Vice President

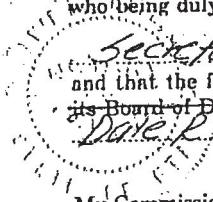
Recorded at request of Mary Ann White at 4:11 p.m. on AUG 9 1977 by Shirley White  
 Debby Boat  
 Recorder Davis County  
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STATE OF UTAH

County of Salt Lake } ss.

On the 1st day of August, 1977, personally appeared before me  
Gregory D. Farley and Dale R. Nielsen  
who being duly sworn, did say that they are the Vice President and

Secretary respectively, of Farmington Meadows Inc.  
and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of  
its Board of Directors, (or) its By-Laws, and said Gregory D. Farley and  
Dale R. Nielsen acknowledged to me that said corporation duly executed the same.

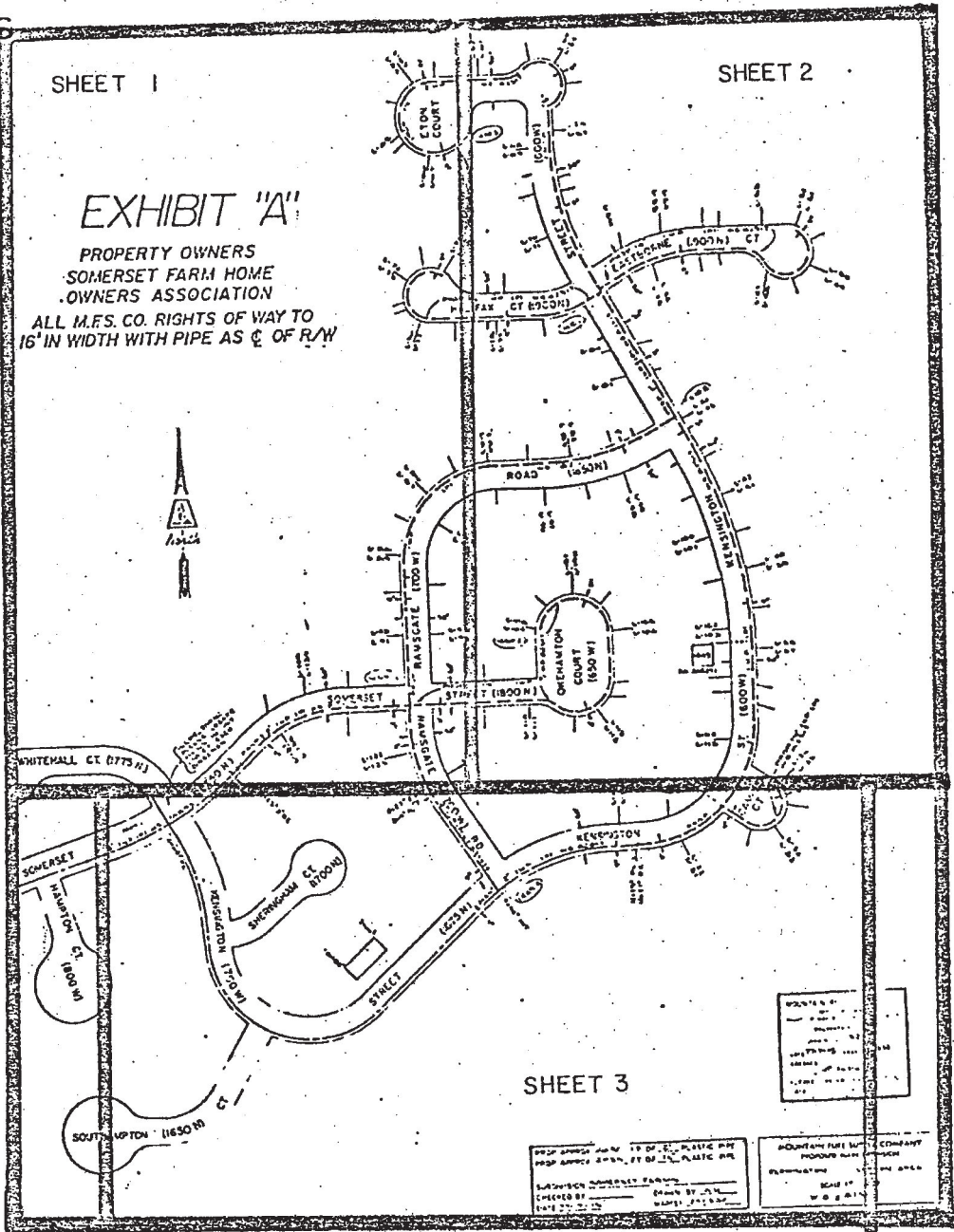


Elmer E. Smith, Jr.  
Notary Public

My Commission expires:  
April 7, 1978

Residing at Kearns, Utah

\*Strike clause not applicable.



### EXHIBIT "A"

PROPERTY OWNERS  
 SOMERSET FARM HOME  
 OWNERS ASSOCIATION  
 ALL M.F.S. CO. RIGHTS OF WAY TO  
 16" IN WIDTH WITH PIPE AS  $\phi$  OF R/W

### EXHIBIT "A"

### SOMERSET FARMS

1650 N. MAIN ST.  
 FARMINGTON

LAYTON AREA

