

543
DEPT. OF TRANSPORTATION
MAIL ROOM
UTAH STATE ROAD COM.
15

RECORDED AT THE REQUEST OF
UTAH STATE ROAD COM.
BOOK _____ PAGE _____
1969 JAN 29 AM 9:29

979

979 Warranty Deed

(CONTROLLED ACCESS)

Parcel No. 028-1:18:A
Project No. F-028-1(3)

Merrill H. Ashby and Vees C. Ashby, his wife, Grantor
of Spanish Fork, County of Utah, State of Utah
hereby convey and warrant in fee simple to the STATE ROAD COMMISSION OF UTAH, Grantee,
for the sum of One thousand two hundred and one and 50/100 Dollars,
the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land in fee for an expressway known as Project No. 028-1, being part of an entire tract of property, in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, T. 8 S., R. 3 E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the NW corner of said entire tract, which corner is 330.00 ft. south along the Section line from the NW corner of said Section 20; thence S. 24° 27' 00" E. 359 ft., more or less, to a point on the south boundary fence line of said entire tract, said point being 109.16 ft. perpendicularly distant southwesterly from the center line of said project at Engineer Station 96+27.68; thence East 231.61 ft. along said south boundary fence line; thence N. 23° 05' 30" W. 355.63 ft. to a point on the north boundary line of said entire tract; thence West 241 ft., more or less, along said north boundary fence line to the point of beginning as shown on the official map of said project on file in the office of the State Road Commission of Utah. The above described parcel of land contains 1.78 acres, more or less.

Any and all water rights pertaining to the above described land are hereby reserved by the Grantor, and the Grantee shall not be liable for any water assessments now due or which shall become due.

To enable the Grantee to construct and maintain a public highway as an expressway _____, as contemplated by Title 27, Chapter 12, Section 96, Utah Code Annotated, 1953, as amended, the Grantor hereby release and relinquish to the Grantee any and all rights or easements appurtenant to the Grantors remaining property by reason of the location thereof with reference to said highway, including, without limiting the foregoing, all rights of ingress to or egress from the Grantors remaining property contiguous to the lands hereby conveyed, to or from said highway. EXCEPTING and reserving to the Grantors, their successors or assigns, the right of access to the nearest roadway of said highway over and across the northeasterly right of way line for one 16 foot section, which said section centers at a point directly opposite Highway Engineer Station 97+12+-

WITNESS, the hands of said Grantors, this 17th day of December, A. D. 1968

Signed in the presence of:
Merrill H. Ashby
Vees C. Ashby

STATE OF Utah }
County of Utah } ss.

On the 17th day of December, A. D. 1968, personally appeared Merrill H. Ashby and Vees C. Ashby, his wife the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 8-10-69 *Mal Storgerson*
Notary Public