

144773

WARRANTY DEED

I 236-148-A

(Controlled Access)

1955

 Platted ☒ Abstracted
 On Maps ☐ Indexed
 Compared ☐ Entered

Joseph H. Kingdon and Hazel L. Kingdon, his wife; R. Mason and Flora P. Mason, his wife grantors of Bountiful and Woods Cross, respectively, County of Davis

State of Utah, hereby conveys and warrants in fee simple to the STATE ROAD COMMISSION OF UTAH, Grantee for the sum of Ten Thousand and no/100 Dollars,

the following described tract of land in Davis County, State of Utah, to-wit:

Land for highway known as Project No. I-236 situated in the $\frac{W}{2}$ NW $\frac{1}{4}$ of Section 1 and the E $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 2, T. 1 N., R. 1 W., S.L.M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the south boundary line of the grantor's land and the center line of survey of said project at Engineer's Station 118+04, which point is approximately 1391 feet south and approximately 298 feet east from the NW corner of said Section 1; thence East 180.7 feet along said south boundary line; thence N. 34°15' E. 295 feet, more or less; to the east boundary line of said grantors land; thence N. 0°37' E. 138 feet, more or less, to the NE corner of said grantors land; thence West 268.1 feet along the north boundary line of said grantors land; thence S. 34°51'10" W. 466.5 feet to said south boundary line; thence east 185.1 feet 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. Above described tract of land contains 3.07 acres, more or less.

The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

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 Chapter 63, Laws of Utah, 1945, said highway to consist of inner through traffic lanes and adjacent frontage roads, 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 inner lanes; provided, however, that such remaining property of the grantor shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESSES, the hands of said grantors, this

1. 2. 1955

LGL

LTR

File Paid Recorder Davis County Page 246
 State Road Commission
 at 901 P.M. EMILY T. ELDREDGE
 Deputy Book
 Recorded at MAR 29 1955
 Date
 by Margaret B. Boush

9 8 7 6 5 4 3 2 1

51 61 71 81 91

Section 1 and the E₂ NE₄ of Section 2, T. 1 N., R. 1 W., S. 1 M. The boundaries of said tract of land are described as follows:

which point is approximately 1391 feet south and approximately 298 feet east from the NW corner of said Section 1; thence East 180.7 feet along said south boundary line; thence N. 34°15' E. 295 feet, more or less, to the east boundary line of said grantors land; thence N. 0°37' E. 138 feet, more or less, to the NE corner of said grantors land; thence West 268.1 feet along the north boundary line of said grantors land; thence S. 34°51'10" W. 466.5 feet to said south boundary line; thence east 185.1 feet 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. Above described tract of land contains 3.07 acres, more or less.

The grantors also hereby grant to the grantee permission to locate and construct within the grantors land and outside the limits of the highway right of way all irrigation and/or waste water ditches made necessary by the construction of said project. After the above described ditches are constructed, the grantee is thereafter relieved of all responsibility for the maintenance of said ditches.

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 Chapter 63, Laws of Utah, 1945, said highway to consist of inner through traffic lanes and adjacent frontage road, 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 inner lanes; provided, however, that such remaining property of the grantor shall abut upon and have access to said frontage road which will be connected with said inner through traffic lanes only at such points as may be established by public authority.

WITNESS, the hands of said grantors, this 18 day of

February, A. D. 1955

Signed in the presence of::

Joseph H. Kingdon
Hazel Lois Kingdon
Ruben Mason (R. Mason)
Flora P. Mason

STATE OF UTAH) ss.
County of Davis)

day of Feb. A.D. 1955 personally appeared before

Joseph H. Kingdon and Hazel L. Kingdon, his wife; R. Mason and Flora P. Mason, his wife
the signers of the within instrument, who duly acknowledged to me that they executed same.

My Commission expires 7-19-55

Notary Public

LGL LTR

Recorded at request of
MAR 29 1955
Date
By Margaret D. Bourne
Deputy Book