

APPROVED BY RECORDERS OF Salt Lake County Fee Paid 1.90 90  
 Date NOV 8 1958 1508 EMILY I. ELDREDGE Recorder Davis County  
 Deputy 153 Page 370  
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**DEED OF EASEMENT**

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 On Margin  
 Compared

DANIEL M. HUNTER and VERNA W. HUNTER, husband and wife, of Woods Cross, County of Davis, State of Utah, hereinafter referred to as Grantor; hereby conveys to THE UNITED STATES OF AMERICA, acting pursuant to the provisions of the Act of June 17, 1902, (32 Stat., 388) and acts amendatory thereof or supplementary thereto, Grantee, for the sum of One Dollar (\$1.00), a perpetual easement to construct, reconstruct, operate and maintain an irrigation waterway, being a part of the Woods Cross Lateral System consisting of a ditch and/or an underground or surface pipeline or pipelines and appurtenant structures which latter may protrude above the ground surface on, over or across the following described property in Davis County, State of Utah:

A strip of land in the Northeast Quarter of the Southeast Quarter (NE 1/4) of Section Thirty-four (34), Township Two (2) North, Range One (1) West, Salt Lake Base and Meridian, Twenty-four (24) feet wide and included between two lines extended to the property lines and everywhere distant Twelve (12) feet on the right or West side and Twelve (12) feet on the left or East side of that portion of the following described centerline of what is known as the Woods Cross Lateral 2.3L-0.3R from Station 97+74.6 to Station 105+27.0 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 97+74.6, a point on the North line of the Grantor's property, from which point the Northeast corner of said Section 34 bears North 8°53' East Twenty-nine Hundred Seventy-seven and Seven-tenths (2977.7) feet, and running thence South 0°18' East Seven Hundred Fifty-two and Four-tenths (752.4) feet to Station 105+27.0, a point on the South line of the Grantor's property, from which point the Northeast corner of said Section 34 bears North 7°02' East Thirty-seven Hundred Twenty-two and Four-tenths (3722.4) feet, containing 0.41 of an acre, more or less.

Grantee hereby agrees and covenants that if within five (5) years from the date hereof it has not commenced construction of the waterway described herein and for which this easement is granted, then and in such event, Grantee will release and quitclaim the easement described herein to the Grantor; also,

Grantee hereby agrees, upon abandonment of the waterway constructed on, over or across the above-described property, to execute a release, or quitclaim the easement to the Grantor.

It is expressly covenanted and agreed that all the terms, provisions, conditions, covenants and agreements contained in this Deed of Easement are to apply to and be binding on the parties hereto, their legal heirs, representatives and assigns.

WITNESS, the hand of said Grantor this 10th day of July, 1958.  
Daniel M. Hunter Verna W. Hunter

ACKNOWLEDGMENT

STATE OF UTAH )  
                  ) ss  
COUNTY OF DAVIS )

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On the 16th day of July, 1958, personally appeared before me Daniel M. Hunter and Verna W. Hunter, husband and wife, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

*[Signature]*  
Notary Public in and for the  
State of Utah  
Residing at Syracuse, Utah  
My commission expires: December 31, 1960

(SEAL)