

562

570 (7) 78-23-37-1W  
Recorded at request of *John Basin State Const. Dist.* Fee Paid *No fee*  
Date **AUG 3 1967** at **9 41 AM** MARGUERITE S. BOURNE Register Davis County  
BY *Paul P. Bybee* Deputy Book **371** Page **562**

DEED OF EASEMENT

**311489**

**LE GRANDE HESS and LELA L. HESS, husband and wife,**  
of **Farmington**, 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), the following described property in Davis  
County, State of Utah:

A perpetual easement to construct, reconstruct, operate and  
maintain an underdrain consisting of an underground pipeline  
and appurtenant structures on, over or across the following  
described property:

A strip of land in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-  
three (23), Township Three (3) North, Range One (1) West, Salt  
Lake Base and Meridian, Thirty (30.0) feet wide and included between  
two lines extended to the property line and everywhere distant Fifteen  
(15.0) feet on the right or Southerly side and Fifteen (15.0) feet on  
the left or Northerly side of that portion of the following described  
centerline of what is known as the Farmington A-6 Drain from Station  
138+50.8 to Equation Station 147+68.8 Bk equals Station 142+68.3 Ah  
measured at right angles or radially thereto, Thirty-five (35.0) feet  
wide and included between two lines extended to the property line and  
everywhere distant Twenty (20.0) feet on the right or Easterly side  
and Fifteen (15.0) feet on the left or Westerly side of that portion  
of said centerline from Station 142+68.3 Ah to Station 142+83.3  
measured at right angles or radially thereto and Thirty (30.0) feet  
wide and included between two lines extended to the property line  
and everywhere distant Fifteen (15.0) feet on the right or Easterly  
side and Fifteen (15.0) feet on the left or Westerly side of that  
portion of said centerline from Station 142+83.3 to Station 154+84.1  
measured at right angles or radially thereto; said centerline is more  
particularly described as follows:

Beginning at Station 138+50.8, a point on the Westerly line of the  
Grantor's property, from which point the Northeast corner of said  
Section 23 bears North 41°56' East Twenty Hundred Eleven and One-  
tenth (2011.1) feet, and running thence North 55°18' East Five (5.0)  
feet; thence South 85°59' East Nine Hundred Thirteen (913.0) feet to  
Equation Station 147+68.8 Bk equals Station 142+68.3 Ah; thence North  
0°05' West Six Hundred Ninety-one and Seven-tenths (691.7) feet;  
thence North 0°05' East Six Hundred Ninety (690.0) feet to Equation  
Station 156+50.0 Bk equals Station 154+57.7 Ah; thence North 34°58'

- Abstracted
- Indexed
- Entered
- Platted
- On Map
- Compared

East Twenty-six and Five-tenths (26.5) feet to Station 154+84.1, a point on the East line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 69°37' East Four Hundred Forty-one and Five-tenths (441.5) feet, containing 1.60 acres, more or less; also:

A temporary easement during the construction of the Farmington Area A Drains and appurtenant structures on, over or across the following described property:

A strip of land in the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Twenty-three (23), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property line and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6 Drain from Station 138+50.8 to Equation Station 147+68.8 Bk equals Station 142+68.3 Ah measured at right angles or radially thereto and Seventy-five (75.0) feet wide and included between two lines extended to the property line and everywhere distant Fifteen (15.0) feet on the right or Easterly side and Sixty (60.0) feet on the left or Westerly side of that portion of said centerline from Station 142+68.3 Ah to Station 154+84.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 138+50.8, a point on the Westerly line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 41°56' East Twenty Hundred Eleven and One-tenth (2011.1) feet, and running thence North 55°18' East Five (5.0) feet; thence South 85°59' East Nine Hundred Thirteen (913.0) feet to Equation Station 147+68.8 Bk equals Station 142+68.3 Ah; thence North 0°05' West Six Hundred Ninety-one and Seven-tenths (691.7) feet; thence North 0°05' East Six Hundred Ninety (690.0) feet to Equation Station 156+50.0 Bk equals Station 154+57.7 Ah; thence North 34°58' East Twenty-six and Five-tenths (26.5) feet to Station 154+84.1, a point on the East line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 69°37' East Four Hundred Forty-one and Five-tenths (441.5) feet, containing 4.01 acres, more or less, excepting herefrom 1.60 acres, more or less, described herein which is covered by a perpetual easement, the net area exclusive of the perpetual easement is 2.41 acres, more or less.

As a further consideration, the United States agrees, without cost or expense to the Grantor, to: (1) replace or repair with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, including appurtenances thereto, damaged or destroyed by construction of the Farmington Area A Drains and appurtenant structures; and (2) remove and replace topsoil where trench excavation is required.

564

The Grantor, for himself, his successors and assigns, agrees that within the perpetual easement area described herein: (1) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (2) removal of materials from or placement of materials upon the area shall be subject to the approval of the United States, its agents or assigns; and (3) future easements to third parties on, over or across the area will be subject to the approval of the United States, its agents or assigns.

The temporary easement will be in effect until the completion of the construction work, at which time the Grantee will record a notice terminating the said temporary easement.

WITNESS, the hand of said Grantor this 26th day of July, 1967.

LeGrande Hess  
Lela L. Hess

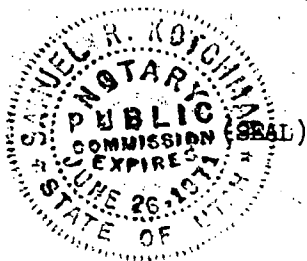
ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF DAVIS } ss

On the 26th day of July, 1967, personally appeared before me LeGrande Hess and Lela L. Hess, 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.



Samuel R. Kitchman  
Notary Public in and for the  
State of Utah  
Residing at Ogden, Utah  
My commission expires: June 26, 1971