

DEED OF EASEMENT

672238

(Warranty)

8 1/2 7 1/2 16 1/2 120

Neil J. Adams and Catherine F. Adams, of Burley, State of Idaho; Jay G. Love and Jean A. Love, of Layton, Davis County, State of Utah, herinafter referred to as Grantors, hereby convey and warrant against all claiming by, through, or under them, the following described easement to the United States of America, hereafter referred to as the Grantee, for the sum of Ten and No/100 Dollars, and other good and valuable consideration including the various agreements of the parties contained in that certain Stipulation of Settlement entered into by the parties in the case of Ardell Adams, et al vs United States of America, Claims Court, Civil #428-78.

1. The terms and conditions of this easement shall apply to and fully encompass that certain tract of real property located in Davis County, State of Utah, which is more particularly described as follows:

Beginning at a point South 89° 14' East 1130.48 feet along the Section line and North 0° 46' East 573.0 feet from the South Quarter corner of Section 9, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 0° 46' West 148.77 feet; thence North 89° 14' West 561.14 feet; thence South 0° 46' West 442.23 feet to the North line of a road; thence North 89° 14' West 516.2 feet, more or less, along the North line of said road; thence North 82° 16' 22" West 99.3 feet, more or less, along the North line of said road to the East line of a road; thence North 11° 18' 51" West 380.35 feet along the East line of said road; thence North 0° 07' 30" West 1526.53 feet along the East line of said road to a point 1893.91 feet North and 100.85 feet West of the South Quarter corner of said Section 9; thence South 72° 25' 44" East 1116.0 feet; thence South 0° 01' 30" West 1030.3 feet; thence South 89° 21' 30" East 176 feet, more or less, to the point of beginning.

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2. The easement and rights hereby granted consist of the right of unrestricted passage of all aircraft to, from, and in the vicinity of Hill Air Force Base (aircraft being defined, for the purpose of this instrument, as any contrivance now known or hereafter invented or developed, used, or designed for navigation or flight in the air) in all airspace above Grantors' properties as described herein above a plane extending from the present location of the VASI lights at elevation 4780.49 feet MSL and located near the South end of Runway 14-32, and extending Southerly from said runway heading over Grantors' properties at a two and one-half (2-1/2) degree upward slope. The legal description for the intersection of the glide slope and runway 14-32 is more particularly described as follows:

That portion of the centerline of Runway 32 belonging to the United States Air Force, which lies midpoint between the two sets of Runway 32 VASI lights. Said point lies 1,475 feet plus or minus East and 1,935 feet plus or minus North from the common corner of Sections 4, 5, 8 and 9, township 4 North, Range 1 West, Salt Lake Base and Meridian, said point being at an elevation of 4,780.49 feet MSL.

3. The easement granted includes the right to cause in such airspace such noises, vibrations, fumes, fuel particles, smoke and such other effects as may result from the ordinary and normal operation of aircraft on, around, departing or approaching Hill Air Force Base, notwithstanding the extent of interference which such noises, vibrations, fumes, fuel particles, smoke or other such effects may have upon the use of the Grantor's remainder estate.

4. Grantors agree to hold the United States and its assigns harmless from any claims based upon interference with use, enjoyment and value of the above described property and which arises out of the operation of aircraft within the scope of this easement which claims are in the nature of inverse condemnation and are asserted by the Grantors or their successors or assigns.

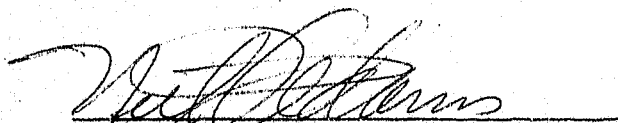
5. Grantors reserve to themselves, their heirs, executors, administrators, successors or assigns all right, title, interest and privileges as may be exercised and enjoyed without interference with or abridgement of the easement and rights hereby granted or declared by a court of competent jurisdiction or granted to the United States under separate document.

6. The Grantors expressly agree to pay all taxes, assessments and all payments due to satisfy liens upon the property promptly when due and agree to hold harmless the United States for any damage suffered by virtue of the default in any such payment for which the Grantors are legally responsible.

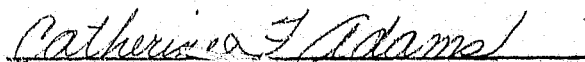
7. This easement shall apply to and be binding upon and inure to the benefit of the parties, their assigns and successors.

WITNESS, the hand of said grantors

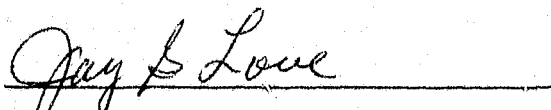
this 16 day of March 1984.



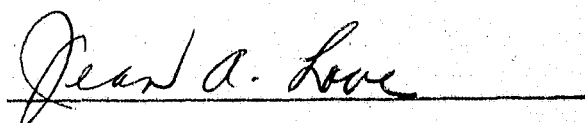
NEIL J. ADAMS



CATHERINE F. ADAMS



JAY G. LOVE



JEAN A. LOVE

STATE OF UTAH,

County of Davis

ss.

On the

16<sup>th</sup>

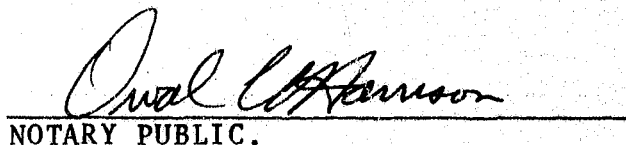
day of

March

, A.D., 1984.

personally appeared before me Neil J. Adams and Catherine F. Adams;  
Jay G. Love and Jean A. Love

the signers of the within instrument, who duly acknowledged to me  
that they executed the same.

  
NOTARY PUBLIC.

My Commission Expires Oct. 27, 1984 Residing in Salt Lake City