

NW 13 - 3N - 1W
05-051-0043

SECURITY TITLE CO.

Order No. 04776

WARRANTY DEED

✓ 966693 BK 1486 PG 254
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1992 APR 8 2:31 PM FEE 8.50 DEP JB
REC'D FOR SECURITY TITLE COMPANY

FLORENCE B. HESS and STEVEN T. HESS, as Trustees of the FLORENCE B . HESS REVOCABLE TRUST ESTABLISHED BY AGREEMENT DATED MARCH 28, 1985, grantors, of Farmington, Utah, HEREBY CONVEY AND WARRANT to WEBER BASIN WATER CONSERVANCY DISTRICT, ~~XXXXXX~~ grantee, of 2837 East Highway 193, Layton, Utah 84041, for the sum of \$10.00 and other good and valuable considerations, the following described property situated in Davis County, State of Utah, to-wit:

A Part of the Northwest Quarter of Section 13, Township 3 North, Range 1 West, Salt Lake Meridian, U. S. Survey, in the City of Farmington: Beginning at a point South 89°52'45" West 20.0 feet along the Quarter Section line from the center of said Section 13, and running thence South 89°52'45" West 601.64 feet to the East side of the Frontage Road; thence North 21°21' West 118.01 feet along said East line; thence North 89°52'45" East 644.66 feet; thence South 00°01'47" West 110.0 feet to the point of beginning, containing 1.574 Acres.

TOGETHER WITH a Protective Easement on the following described tract of land particularly described as follows:

Beginning at a point South 89°52'45" West 20.0 feet along the Quarter Section line and North 0°01'47" East 110.0 feet from the center of said Section 13, and running thence South 89°52'45" West 200.0 feet; thence North 0°01'47" East 100.0 feet; thence North 89°52'45" East 200.0 feet; thence South 0°01'47" West 100.0 feet to the point of beginning,

for the purpose of protecting the well situated on the land along the South boundary of said easement from any contamination by virtue of any hazardous waste on said Protective Easement Area, and grantors, for themselves, their successors and assigns and heirs, agree that within such Protective Easement area no hazardous waste has been, nor will be, stored, and that said property within such easement area will not be used, nor will anything be done thereon, which may in any way contaminate the said property nor the adjacent property along the South boundary of the same, nor will any future use or development of the property included within such Protective Easement Area allow any service station or related use which may in anyway contaminate or have the potential to contaminate the soil or any of the area within said Protective Easement Area, or the adjacent property to the South of said area, by leaching or otherwise.

Except for the purposes herein stated, the Grantors are to retain full rights to the use of the land within said Protective Easement area, surface and otherwise, and shall have the right to develop the same for residential and/or limited commercial purposes so long as such development does not violate the purpose of this easement. Nothing contained herein shall be construed to prohibit the continued use of said area for farming purposes as the same has been used in the past.

TOGETHER WITH a 20 foot Right of Way and Easement, to be used in common with the grantors, for the installation, replacement, repair and maintenance of an underground pipeline, and for overhead and/or underground power lines as the Grantee shall deem necessary and/or desirable to serve and provide for transmission to and from said well, and for the rights of ingress and egress necessary and convenient for such purposes, being 10.0 feet on each side of and parallel to the following described centerline:

Beginning at a point South 89°52'45" West 20.0 feet along the Quarter Section Line and North 0°01'47" East 12.18 feet from the center of said Section 13, and running thence South 89°19' East 485.0 feet; thence South 77°12' East 49.98 feet; thence South 89°24' East 1106.15 feet to the Westerly line of State Road 106, with the Northerly and Southerly lines of said 20.0 foot strip being extended or shortened to reach the points of terminus of said easement as herein set forth.

Subject to easements and agreement of record.

WITNESS Our hands this 30 day of March, A.D. 1992.

Florence B. Hess
FLORENCE B. HESS, TRUSTEE

Steven T. Hess
STEVEN T. HESS, TRUSTEE
TRUSTEES OF THE FLORENCE B. HESS REVOCABLE TRUST ESTABLISHED BY AGREEMENT DATED 3/28/85

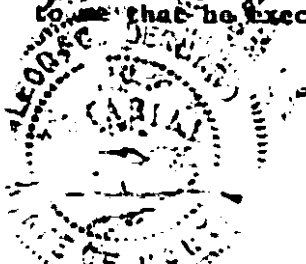
STATE OF MONTANA I
COUNTY OF Bernhard I SS.

FLORENCE B. HESS &

On the 30 day of March, A.D. 1992, personally appeared before me/STEVEN T. HESS, Trustee, the signers of the within instrument, who duly acknowledged to me that he executed the same as such Trustees.

Louis Bernard
NOTARY PUBLIC,

Residing at: Limamont
My Com. Expires: May 1, 1993



STATE OF UTAH I
COUNTY OF DAVIS I SS.

On the ___ day of _____, A.D. 1992, personally appeared before me FLORENCE B. HESS, TRUSTEE, one of the signers of the within instrument, who duly acknowledged to me that she executed the same as such Trustee.

NOTARY PUBLIC

Residing at:
My Com. Expires:

MICROFILM MEMO -
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN FILMED.