

Stallman H. Staley
Date MAR 15 1955 at 12:24 P.M. EMILY T. ELDREDGE
By Grace R. Ryher Deputy Book 80 Page 498

DEED OF EASEMENT 144473

7W 4 2 1/2 S-27-1W

Abstracted
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SECURITY INVESTMENT COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of Utah, Grantor, of Bountiful, County of Davis, State of Utah, hereby conveys to THE UNITED STATES OF AMERICA, acting pursuant to the provisions of the Act of June 17, 1902 (32 Stat., 308) 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 a drain ditch or channel on, in, over, upon and across the following described property in Davis County, State of Utah:

A tract of land contained in the SW¹/₄NW¹/₄ and SW¹/₄ of Sec. 23, T. 2 N., R. 1 W., S. L. E. & M., being more particularly described as follows:

Beginning at NW cor. of SW¹/₄ of said Sec. 23, a point on the Grantor's West property line; thence South along said property line 932.65 feet; thence S. 89°25' E. 451.70 feet more or less to Grantor's property corner; thence continue S. 89°25' E. along Grantor's South Fence Line 1644.05 feet; thence North 10 feet; thence N. 89°25' W. 457.00 feet; thence along a regular curve to the right with a radius of 47.0 feet and a distance of 15.50 feet measured along the curve; thence N. 70°34' W. 177.76 feet; thence along a regular curve to the left with a radius of 195.0 feet and a distance of 50.34 feet measured along the curve; thence N. 89°25' W. 1313.43 feet; thence along a regular curve to the right with a radius of 47 feet and a distance of 73.05 feet measured along the curve; thence North 377.05 feet; thence West 47.0 feet to Grantor's West property line; thence South along said property line 80.0 feet, more or less to the point of beginning; containing 4.35 acres, more or less.

As a further consideration, the United States, without cost or expense to the Grantor, shall:

- (a) repair or replace, with materials of like kind or equal quality, any fences and gates destroyed by the construction of the drain, including a fence along the East side of the drain between A1-2 Stations 14+00 and 22+50 and along the North side of the drain between A1-2 Stations 35+70 and 43+40; also, provide a gate of materials similar to the fence where the maintenance roadway crosses existing fence lines;
- (b) provide the following facilities of the standard design adopted and now being used on the Weber Basin Project:
 - (1) drainage inlet to carry excess surface flows from irrigation and waste water at A1-2 Stations 16+00 and 42+50; and

(c) permit Grantor to use any excess materials designated by the United States that have been excavated from the earth and deposited on the right-of-way.

After construction by the United States of facilities in (a) and (b) above, such facilities shall be operated and maintained by the Grantor.

IN WITNESS WHEREOF, said corporation has caused this deed to be signed by its Secretary and its corporate seal to be affixed thereto, this 23rd day of February, 1955.

SECURITY INVESTMENT COMPANY

(SEAL)

By Keith L. Stable
Secretary

ATTEST: _____
Secretary

ACKNOWLEDGMENT

STATE OF Utah }
COUNTY OF Davis } 33

On the 23rd day of February, 1955, personally appeared before me Keith L. Stable who being by me duly sworn, did say that he is the Secretary of Security Investment Company and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Keith L. Stable acknowledged to me that said corporation executed the same.

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



(SEAL)

Stanley G. Baker
Notary Public in and for the
State of Utah
Residing at Salt Lake City
My commission expires: Nov. 22, 1958