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Recorded at request of Utah Basin Water Cons. Dist Fee Paid 3.50  
 Date AUG 10 1959 at 11:15 A.M. EMILY T. ELDREDGE Recorder Davis County  
 By Ernest R. Ryher Deputy Book 167 Page 96

192449

*SW 1/4 2-4N-1W*  
*SE 1/4 3-4N-1W*

DEED OF EASEMENT

WILLIAM DICKSON THORNLEY and VERUS N. THORNLEY, husband and wife, of Layton, 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 underground 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:

Abstracted  
 Indexed  
 Entered  
 On Margin  
 Compared

A tract of land in the West Half of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ ) of Section Two (2), and in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section Three (3), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the West Quarter corner of said Section 2, being also the Northwest corner of the Grantor's property, and running thence East Ten Hundred Eighty-seven and Five-tenths (1087.5) feet to the Northeast corner of the Grantor's property; thence South 5°06' West along the Easterly line of the Grantor's property Twenty and One-tenth (20.1) feet; thence West Ten Hundred Seventy-five and Eight-tenths (1075.8) feet; thence South Thirteen Hundred Ten (1310.0) feet; thence West Thirteen Hundred Thirty (1330.0) feet, more or less, to the West line of the Grantor's boundary; thence, along three courses of the Grantor's Westerly and Northerly boundaries, North Ten (10.0) feet; thence East Thirteen Hundred Twenty (1320.0) feet; thence North Thirteen Hundred Twenty (1320.0) feet to the point of beginning, containing 1.10 acres, more or less; also,

A strip of land in the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section Two (2), Township Four (4) North, Range One (1) West, Salt Lake Base and Meridian, Twenty (20) feet wide and included between two lines extended to the property lines and everywhere distant Ten (10) feet on the right or Northwesterly side and Ten (10) feet on the left or Southeasterly side of that portion of the following described centerline of what is known as the North Davis Lateral 1.9-1.1R from Station 2+59.4 to Station 6+59.6 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 2+59.4, a point on the Southeasterly line of the Grantor's property from which point the South Quarter corner of said Section 2 bears South 84°48' East Eighteen Hundred Forty-two and Nine-tenths (1842.9) feet, and running thence North 29°11' West Ten (10.0) feet; thence South 62°53' West Three Hundred Ninety and Two-

any purposes which will not, in the determination of the contracting officer, constitute a hazard to life or limb, interfere with any of the rights and privileges herein granted to the United States, or endanger any of its property, but said right of cultivation, use and occupancy shall not extend to or include the erection of any structure, including the drilling of wells, or permission to the public to use any part thereof, without advance written permission of the contracting officer. The United States shall exercise due care and diligence in the exercise of the rights and privileges herein granted to it. In case of permanent abandonment of said right-of-way, the title and interest herein granted shall end, cease and determine.

4. The grant of easement herein contained is subject to the rights-of-way of any nature whatsoever of record and in use.

5. It is a condition precedent to the payment to the vendor of the sum named herein that the title to the premises described herein shall be vested in the vendor, subject only to the interest of the United States hereunder and to the matters set out in Article 4 hereof and to such other defects, interests, or encumbrances as may be acceptable to the United States.

6. It is understood and agreed that if the Secretary of the Interior determines that the interest acquired hereunder by the United States should also be the subject of acquisition through judicial procedure, either to procure a safe title or for any other reason, then the compensation to be claimed by the vendor and the award to be made for said interest in said proceeding shall be upon the basis of the consideration herein provided.

7. Vendor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the vendor for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to require the vendor to pay, in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

8. As complete consideration for the above grant of easement, the United States agrees to pay vendor the sum of Sixty-five Dollars (\$65.00) and if damage occurs to crops, trees, vines, seedlings, or improvements within the said right-of-way as a result of and during construction of the transmission line, payment will be made by the United States on basis of an appraisal approved by the Secretary of the Interior or his duly authorized agent.

9. No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

By Clinton D. ...  
(Signature and Title)

Projects Manager, Bureau of Reclamation

X Phyllis E. Bird-Mace  
X Hermuth C. Freeland  
X Lucille P. Freeland  
(Vendor)

Acknowledgment:

ACKNOWLEDGMENT OF VENDOR

PHYLIS E. BIRD-MACE )  
HERMUTH C. FREELAND ) ss.  
LUCILLE P. FREELAND )

On this 25th day of October, 1968, personally appeared Phyllis E. Bird-Mace, a married woman, and Hermuth C. Freeland, a single man, Lucille P. Freeland, husband and wife, all of whom are the individuals, or individuals, designated 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 purposes therein mentioned.

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

(SEAL)

R. Keith Jones  
Notary Public in and for the  
State of Utah  
Residing at North Ogden  
My commission expires June 25, 1968

tenths (390.2) feet to Station 6+59.6, a point on the South line of the Grantor's property and of said Section 2, from which point the South Quarter corner of Section 2 bears North 89°57' East Twenty-one Hundred Eighty-seven and Eight-tenths (2187.8) feet, containing 0.18 of an acre, more or less.

WITNESS, the hand of said Grantor this 27th day of April, 1959.

William Dickson Thornley  
Verus N. Thornley

ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On the 27th day of April, 1959, personally appeared before me William Dickson Thornley and Verus N. Thornley, 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.

Lawell Felt  
Notary Public in and for the  
State of Utah  
Residing at Ogden, Utah  
My commission expires: Jan. 2, 1960

(SEAL)