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Platted Abstracted
 On Margin Indexed
 Compared Entered

Lawrence M. ...
...

DEED OF EASEMENT

dw 23-27-14

Recorded at request of *William H. ...*
 APR 8 1955
Grace R. Bybee Deputy
 Fee Paid *2.50*
 Davis County, Utah
 634

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., 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 a drain ditch or channel on, in, over, upon and across the following described property in Davis County, State of Utah:

A strip of land in the SW $\frac{1}{4}$ of Sec. 23, T. 2 N., R. 1 W., S. L. B. & M., 90 feet wide and included between two lines extended to the property lines and everywhere distant 37 feet on the right or west side and 53 feet on the left or east side of that portion of the following described centerline of what is known as Drain A-1 (A-1-2 Survey Line) from Station 37+64.92 to Station 50+63.75 measured at right angles or radially thereto said centerline being more particularly described as follows:

Beginning at Station 37+64.92, a point on the North line of the Grantor's property from which the SW corner of said Sec. 23 lies South 1688.47 feet and West 1523.87 feet; thence South 70°27' East 86.84 feet; thence along a regular curve to the left with a radius of 100 feet and a distance of 32.98 feet measured along the curve; thence South 89°20' East 360.35 feet; thence along a regular curve to the right with a radius of 100 feet and a distance of 100.42 feet measured along the curve; thence South 31°48' East 515.85 feet; thence along a regular curve to the right with a radius of 50 feet and a distance of 27.76 feet measured along the curve; thence South 00°01' West 3.81 feet more or less to Station 50+63.75, a point on the South line of the Grantor's property from which the SW corner of said Sec. 23 lies South 1133.56 feet and West 2361.53 feet; containing 2.16 acres, more or less; also

A tract of land in the SW $\frac{1}{4}$ of Sec. 23, T. 2 N., R. 1 W., S. L. B. & M., being more particularly described as follows:

Beginning at a point 1836.12 feet South and 2870.88 feet West of the NE corner of SE $\frac{1}{4}$ of said Sec. 23, a point on the Grantor's North property line; thence West 45 feet to NW property corner; thence South 110.0 feet more or less along Grantor's West property line to SW property corner; thence East along Grantor's South property line 45 feet; thence North 110.00 feet more or less to the point of beginning; containing 0.1 of an acre, more or less.

The total of the above described tracts is 2.26 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; 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) a farm road crossing of the drain at A1-2 Station 44+76;
 - (2) a farm ditch crossing of the drain at A1-2 Station 44+86;
 - (3) drainage inlet to carry excess surface flows from irrigation and waste water at A1-2 Station 45+65;
- (c) move excess materials excavated from the drain ditch or channel into depressions located within two hundred feet of the centerline of the drain.
- (d) permit Grantor to use any excess materials designated by the United States that have been excavated from the drain 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.

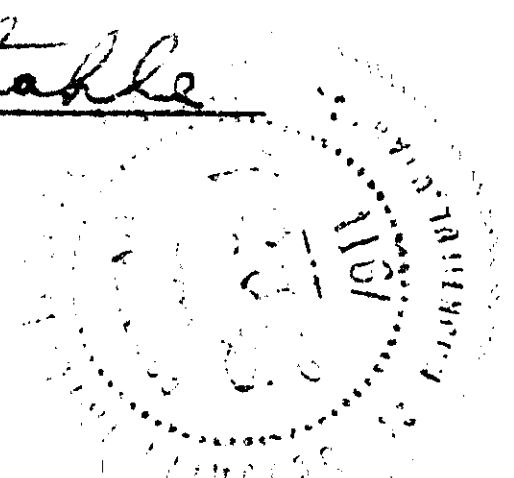
IN WITNESS WHEREOF, said corporation has caused this deed to be signed by its Secretary and its corporate seal to be affixed thereto, this 16th day of February, 1955.

SECURITY INVESTMENT COMPANY

(SEAL)

By Keith J. Stahle
~~President~~
 Secretary

ATTEST: _____
~~Secretary~~



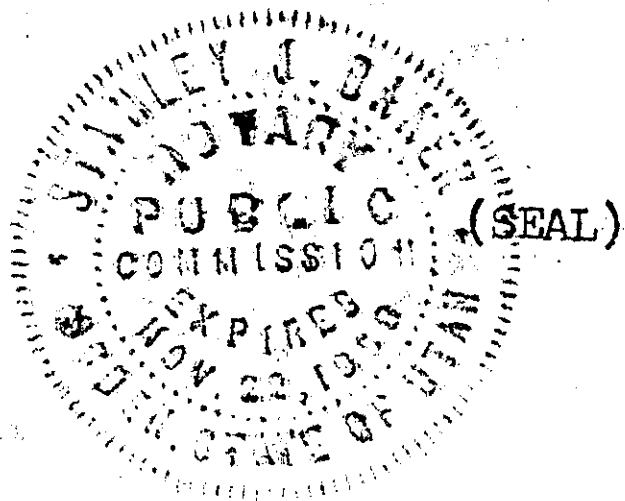
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ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Salt Lake.)

On the 16th day of February, 1955, personally appeared before me Keith L. Stahle 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. Stahle 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.



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