

Original
NE 1/4 23-37-1W NW 1/4 24-37-1W
SE 1/4 14-37-1W

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Recorded at request of John Bannister, County Seat Fee Paid \$7.00
Date Jul 31 1967 9:43 A.M. MARGUERITE S. GOURNE Register Davis County
BY Trace A. Ryker Deputy Book 371 Page 357

DEED OF EASEMENT

311365

HORACE E. VAN FLEET, SR., a widower; HORACE E. VAN FLEET, JR. and JUNE VAN FLEET, husband and wife; of Farmington, County of Davis; and STANFORD S. VAN FLEET and JOSEPHINE A. VAN FLEET, husband and wife, of Salt Lake City, County of Salt Lake, 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), the following described property in Davis County, State of Utah:

A perpetual easement to construct, reconstruct, operate and maintain an underdrain consisting of an underground pipeline and appurtenant structures on, over or across the following described property:

A strip of land in the Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Twenty-four (24), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Southerly side and Fifteen (15.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-2.6R Drain from Station 15+53.5 to Station 21+14.0 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 15+53.5, a point on the West line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 4°05' West Fifteen Hundred Sixty-three and Seven-tenths (1563.7) feet, and running thence South 89°44' East Five Hundred Sixty and Five-tenths (560.5) feet to Station 21+14.0, a point on the East line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 23°16' West Seventeen Hundred and Eight-tenths (1700.8) feet, containing 0.39 of an acre, more or less; also

A strip of land in the Northeast Quarter of the Northeast Quarter (NE 1/4 NE 1/4) of Section Twenty-three (23), and in the Northwest Quarter of the Northwest Quarter (NW 1/4 NW 1/4) of Section Twenty-four (24), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Southerly side and Fifteen (15.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-3.OR Drain from Station 1+16.0 to Station 12+12.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

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Beginning at Station 1+16.0, a point on the West line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North $66^{\circ}58'$ East Four Hundred Forty-eight and Eight-tenths (448.8) feet, and running thence South $89^{\circ}54'$ East Ten Hundred Ninety-six and One-tenth (1096.1) feet to Station 12+12.1, a point on the East line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North $75^{\circ}26'$ West Seven Hundred Five and Eight-tenths (705.8) feet, containing 0.75 of an acre, more or less; also

A strip of land in the Northeast Quarter of the Northeast Quarter (~~NE $\frac{1}{4}$ NE $\frac{1}{4}$~~) of Section Twenty-three (23), and in the Southeast Quarter of the Southeast Quarter (~~SE $\frac{1}{4}$ SE $\frac{1}{4}$~~) of Section Fourteen (14), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Thirty (30.0) feet wide and included between two lines extended to the property lines and everywhere distant Fifteen (15.0) feet on the right or Easterly side and Fifteen (15.0) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Farmington A-6 Drain from Station 154+84.1 to Station 157+89.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 154+84.1, a point on the West line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North $69^{\circ}37'$ East Four Hundred Forty-one and Five-tenths (441.5) feet, and running thence North $34^{\circ}58'$ East Three Hundred Four and Nine-tenths (304.9) feet to Station 157+89.0, a point on the North line of the Grantor's property, from which point the Northeast corner of said Section 23 bears South $68^{\circ}07'$ East Two Hundred Fifty-seven and Seven-tenths (257.7) feet, containing 0.21 of an acre, more or less; also

A temporary easement during the construction of the Farmington Area A Drains and appurtenant structures on, over or across the following described property:

A strip of land in the Southwest Quarter of the Northwest Quarter (~~SW $\frac{1}{4}$ NW $\frac{1}{4}$~~) of Section Twenty-four (24), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-2.6R Drain from Station 15+53.5 to Station 21+14.0 measured at right angles or radially thereto, said centerline is more particularly described as follows:

Beginning at Station 15+53.5, a point on the West line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North $4^{\circ}05'$ West Fifteen Hundred Sixty-three and Seven-tenths (1563.7) feet, and running thence South $89^{\circ}44'$ East Five Hundred Sixty and

Five-tenths (560.5) feet to Station 21+14.0, a point on the East line of the Grantor's property, from which point the Northwest corner of said Section 24 bears North 23°16' West Seventeen Hundred and Eight-tenths (1700.8) feet, containing 0.97 of an acre, more or less, excepting herefrom 0.39 of an acre, more or less, described herein which is covered by a perpetual easement, the net area, exclusive of the perpetual easement is 0.58 of an acre, more or less; also

A strip of land in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-three (23), and in the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Southerly side and Fifty (50.0) feet on the left or Northerly side of that portion of the following described centerline of what is known as the Farmington A-6-3.0R Drain from Station 1+16.0 to Station 12+12.1 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 1+16.0, a point on the West line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 66°58' East Four Hundred Forty-eight and Eight-tenths (448.8) feet, and running thence South 89°54' East Ten Hundred Ninety-six and One-tenth (1096.1) feet to Station 12+12.1, a point on the East line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 75°26' West Seven Hundred Five and Eight-tenths (705.8) feet, containing 1.89 acres, more or less, excepting herefrom 0.75 of an acre, more or less, described herein which is covered by a perpetual easement, the net area, exclusive of the perpetual easement is 1.14 acres, more or less; also

A strip of land in the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-three (23), and in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fourteen (14), Township Three (3) North, Range One (1) West, Salt Lake Base and Meridian, Seventy-five (75.0) feet wide and included between two lines extended to the property lines and everywhere distant Twenty-five (25.0) feet on the right or Easterly side and Fifty (50.0) feet on the left or Westerly side of that portion of the following described centerline of what is known as the Farmington A-6 Drain from Station 154+84.1 to Station 157+89.0 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 154+84.1, a point on the West line of the Grantor's property, from which point the Northeast corner of said Section 23 bears North 69°37' East Four Hundred Forty-one and Five-tenths (441.5) feet, and running thence North 34°58' East Three Hundred Four and Nine-tenths (304.9) feet to Station 157+89.0, a point on the North line of the Grantor's property, from which point the Northeast corner of said

Section 23 bears South 68°07' East Two Hundred Fifty-seven and Seven-tenths (257.7) feet, containing 0.52 of an acre, more or less, excepting herefrom 0.21 of an acre, more or less, described herein which is covered by a perpetual easement, the net area, exclusive of the perpetual easement is 0.31 of an acre, more or less.

As a further consideration, the United States agrees, without cost or expense to the Grantor, to: (1) replace or repair with materials of like kind and equal quality, any existing fences, ditches, pipelines, driveways or roadways, including appurtenances thereto, damaged or destroyed by construction of the Farmington Area A Drains and appurtenant structures; and (2) remove and replace topsoil where trench excavation is required.

The Grantor, for himself, his successors and assigns, agrees that within the perpetual easement areas described herein: (1) no buildings or structures of a permanent nature will be constructed and no trees will be planted; (2) removal of materials from or placement of materials upon the areas shall be subject to the approval of the United States, its agents or assigns; and (3) future easements to third parties on, over or across the areas will be subject to the approval of the United States, its agents or assigns.

The temporary easements will be in effect until the completion of the construction work, at which time the Grantee will record a notice terminating said temporary easements.

WITNESS, the hand of said Grantor this 6th day of July 1967.

Horace E Van Fleet
Jane Van Fleet
Joseph E Van Fleet
Stanford Van Fleet
Josephine A Van Fleet

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF DAVIS

) ss

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On the 6th day of July, 1967, personally appeared before me Horace E. Van Fleet, Jr. and June Van Fleet, 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 hereto set my hand and affixed my official seal the day and year first above written.



(SEAL)

Samuel B. Fitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1971

STATE OF UTAH
COUNTY OF DAVIS

) ss

On the 7th day of July, 1967, personally appeared before me Horace E. Van Fleet, Sr, a widower, to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

Samuel B. Fitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1971

STATE OF UTAH
COUNTY OF SALT LAKE

) ss

On the 10th day of July, 1967, personally appeared before me Stanford S. Van Fleet and Josephine A. Van Fleet, 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 hereto set my hand and affixed my official seal the day and year first above written.

(SEAL)

Samuel B. Fitchman
Notary Public in and for the
State of Utah
Residing at Ogden, Utah
My commission expires: June 26, 1971