

The Pine View Association

Grantors of Weber County, State of Utah, hereby grant and convey to Huntsville South Bench Canal Company, Grantee, its successors and assigns, a certain perpetual and temporary easement hereinafter described. The easement conveyed hereunder is granted by Grantors in consideration of one (\$1.00) dollar, and other good and valuable consideration, payment and receipt of which is hereby acknowledged.

The land owned by Grantors which is subject to the easements hereinafter described is situated in Weber County, State of Utah, and is specifically described as:

Part of the SW 1/4 of the SW 1/4 of Section 13, T6N, R1E, S.L.B. & M., U.S. Survey: Beginning at the SW Corner of Section 13, thence East 10 chains, thence North 848.3 feet more or less, to South line of Pineview Damsite; thence North 35° 42' West 101.6 feet; thence North 79° 11' West 319.7 feet; thence South 63° 05' West 314.7 feet to the West Section line; thence South along said line to beginning.

The easements hereby granted consist of a perpetual easement to construct, install, reconstruct, operate, repair, replace and maintain a lined irrigation ditch and appurtenant structures on, over, across and through a strip of land 10 feet wide, lying 5 feet on each side of and parallel and adjacent to the below described centerline; and a temporary initial construction easement for a period of one year from the date of this instrument, said temporary easement to be on, over, across and through a strip of land 30 feet wide, lying 15 feet on each side of and parallel and adjacent to the below described centerline, which centerline traverses part of the above described land:

A part of the SW 1/4 of Section 13, T6N, R1E, S.L.B. & M., U.S. Survey: Beginning at a point located East 660 feet along the South line of said Section 13, and North 211 feet from the SW Corner of said Section 13, thence Northwesterly 737 feet, more or less, along the existing alignment of the South Bench Irrigation Ditch to the West line of said Section 13, being 456 feet North of the SW Corner of said Section 13.

Grantee, in accepting this grant, agrees and covenants to abide by the following terms and conditions:

1. Any and all damage done to any fences will be fully repaired and the fences will be replaced in their existing condition.

Dated this 18th day of August, 1966

GRANTORS:

Maurice Richards

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 18th day of August, 1966, personally appeared before me Maurice Richards

The signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

(SEAL)

James E. Jones
Notary Public
Residing at: Ogden, Utah

My commission expires: May 20, 1969

ACCEPTANCE:

The foregoing Grant of Easement and the conditions thereby imposed upon Huntsville South Bench Canal Company are hereby accepted by the Company and the Company agrees to comply with said conditions.

HUNTSVILLE SOUTH BENCH CANAL COMPANY

By: Louis E. Buhler
Title: President

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 18th day of Aug., 1966, personally appeared before me Louis E. Buhler who duly acknowledged to me that he is the President of Huntsville South Bench Canal Company, and that the within and foregoing instrument was signed in behalf of said Company by Authority of a resolution of its Board of Directors, and the said Board duly acknowledged to me that said Company executed the same.

(SEAL)

Adrian Janse
Notary Public
Residing at: Huntsville Utah

My commission expires: 3-12-68

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Huntsville South Bench Canal
FILED AND RECORDED FOR
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Compared Page

RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY Shirley C. Little