

**24**

DEED OF EASEMENT

**164952** *SE 1/4 - 4N - 2W*

CLYDE WILLIAM HANSEN AND HANNAH C. HANSEN, husband and wife, -----  
of Syracuse , 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) the following described prop-  
erty in Davis County, State of Utah:

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John N. Shantz  
11/4/69  
EMILY T. ELDREDGE  
Date MARKED BY  
By Grace A. Bybee

A perpetual easement to construct, reconstruct, operate and  
maintain the Syracuse (B-5) Drain, an underground pipeline or  
pipelines and appurtenant structures, including a manhole  
structure at or near Drain Station 14+36 in, on, over, upon  
or across the following described property:

A strip of land in the Southwest Quarter of the Southeast  
Quarter ( $SW \frac{1}{4} SE \frac{1}{4}$ ) of Section Sixteen (16), Township Four (4)  
North, Range Two (2) West, Salt Lake Base and Meridian, Forty  
(40.0) feet wide and included between two lines extended to  
the property lines and everywhere distant Twenty (20.0) feet  
on the right or Southwesterly side and Twenty (20.0) feet on the  
left or Northeasterly side of that portion of the following de-  
scribed centerline of what is known as the Syracuse (B-5) Drain  
Interceptor 1.8R from Station 14+27.2 to Station 19+73.5 measured  
at right angles thereto; said centerline is more particularly  
described as follows:

Beginning at Station 14+27.2, a point on the North line of the  
Grantor's property from which point the Southeast corner of said  
Section 16 bears South  $53^{\circ}36'$  East Twenty-two Hundred Eighty-nine  
(2289.0) feet, and running thence South  $51^{\circ}49'$  East Five Hundred  
Forty-six and Three-tenths (546.3) feet to Station 19+73.5 a  
point on the South line of the Grantor's property from which point  
the Southeast corner of said Section 16 bears South  $54^{\circ}09'$  East  
Seventeen Hundred Forty-three and One-tenth (1743.1) feet, con-  
taining 0.50 of an acre, more or less; also,

A temporary easement, during the construction of an underground  
pipeline or pipelines and appurtenant structures, for construc-  
tion purposes on, over or across the following described property:

A strip of land in the Southwest Quarter of the Southeast Quarter  
( $SW \frac{1}{4} SE \frac{1}{4}$ ) of Section Sixteen (16), Township Four (4) North, Range  
Two (2) West, Salt Lake Base and Meridian, Sixty (60.0) feet wide  
and included between two lines extended to the property lines and  
everywhere distant Forty (40.0) feet on the right or West side and  
Twenty (20.0) feet on the left or East side of that portion of the

Abstracted

Filed

following described centerline of what is known as the Syracuse (B-5) Drain Interceptor 1.8R from Station 14+27.2 to Station 19+73.5 measured at right angles or radially thereto; said centerline is more particularly described as follows:

Beginning at Station 14+27.2, a point on the North line of the Grantor's property from which point the Southeast corner of said Section 16 bears South 53°36' East Twenty-two Hundred Eighty-nine (2289.0) feet, and running thence South 51°49' East Five Hundred Forty-six and Three-tenths (546.3) feet to Station 19+73.5 a point on the South boundary of the Grantor's property, from which the Southeast corner of Section 16 bears South 54°09' East Seventeen Hundred Forty-three and One-tenth (1743.1) feet, containing 0.75 of an acre, more or less, excepting herefrom 0.50 of an acre, more or less, described herein which is covered by a perpetual easement; the net area exclusive of the perpetual easement is 0.25 of an acre, more or less.

As a further consideration, the United States, without cost or expense to the Grantor, shall repair or replace, with materials of like kind or equal quality, any existing fences, gates, ditches, roadways or other facilities damaged or destroyed by the construction of the drain or its appurtenances.

The Grantor, his successors and assigns, agrees that within the perpetual easement area described herein: (i) no buildings or structures of a permanent nature will be constructed and no trees will be planted; and (ii) future easements to third parties in, on, over, upon, or across the area will be subject to the approval of the United States, its agents or assigns.

WITNESS the hand of said Grantor this 28th day of November  
1956 .

*Clyde William Hansen*  
*Hannah C. Hansen*

#### ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF DAVIS } ss

On the 28thday of November , 1956, personally appeared before me CLYDE WILLIAM HANSEN AND HANNAH C. HANSEN, 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.

*Orvel A. Wilson*  
Notary Public in and for the  
State of Utah  
Residing at Ogden, Utah  
My commission expires: September 15, 1960

