

16-471-2 W

Grant 188.70
George H. Bennett
Syracuse (B-5) Drain

5

169647

DEED OF EASEMENT

449

Recorded at request of *John H. Ziegler*
 Date **SEP 9 1957** at **2 35 P M**
Whace R. Pyber

Fees Paid **5.30**
 Recorder Davis County
 Page **449**

EMILY I. ELDRIDGE
 127

Platted Abstracted
 On Margin Indexed
 Compared Entered

GEORGE H. BENNETT, JR. and NORA E. BENNETT, husband and wife, ELTON J. BENNETT and LENA T. BENNETT, husband and wife, ZENAS W. BENNETT and VIRGINIA S. BENNETT, husband and wife, PHILIP J. BENNETT and MAUDE BENNETT, husband and wife, MRS. ELLEN THURGOOD, A widow, MRS. CLEO BARBER, a married woman, all residing in SYRACUSE, DAVIS COUNTY, UTAH; WAYNARD J. BENNETT and ANNA G. BENNETT, husband and wife, ALAN D. BENNETT and RUTH M. BENNETT, husband and wife residing in LAYTON, DAVIS COUNTY, UTAH; ISLAND W. BENNETT and LEONE S. BENNETT, husband and wife, residing in FARMINGTON, DAVIS COUNTY, 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 the Syracuse (B-5) Drain, an underground pipeline or pipelines and appurtenant structures, including three manhole structures at or near Drain Interceptor 1.8R Stations 21+04, 27+74, and 34+42 in, on, over, upon or across the following described property:

A strip of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ 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 described centerline of what is known as the Syracuse (B-5) Drain Interceptor 1.8R from Station 19+73.5 to Station 36+24.6 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 19+73.5, a point on the North line of the Grantor's property from which point the Southeast corner of said Section 16 bears South 54°09' East Seventeen Hundred Forty-three and One-tenth (1743.1) feet, and running thence South 51°49' East Sixteen Hundred Fifty-one and One-tenth (1651.1) feet to Station 36+24.6 a point on the South line of the Grantor's property from which point the Southeast corner of said Section 16 bears East One Hundred Fifteen and Two-tenths (115.2) feet, containing 1.52 acres, more or less; also,

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

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A strip of land in the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ 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 Southwesterly side and Twenty (20.0) feet on the left or Northeasterly side of that portion of the following described centerline of what is known as the Syracuse (B-5) Drain Interceptor 1.8R from Station 19+73.5 to Station 36+24.6 measured at right angles thereto; said centerline is more particularly described as follows:

Beginning at Station 19+73.5, a point on the North line of the Grantor's property from which point the Southeast corner of said Section 16 bears South 54°09' East Seventeen Hundred Forty-three and One-tenth (1743.1) feet, and running thence South 51°49' East Sixteen Hundred Fifty-one and One-tenth (1651.1) feet to Station 36+24.6 a point on the South line of the Grantor's property from which point the Southeast corner of said Section 16 bears East One Hundred Fifteen and Two-tenths (115.2) feet, containing 2.28 acres, more or less, excepting herefrom 1.52 acres, more or less, described herein which is covered by a perpetual easement; the net area exclusive of the perpetual easement is 0.76 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 29 day of April, 1957.

George H. Bennett Jr.

Virginia J. Bennett

James G. Bennett

Philip J. Bennett

Arthur J. Bennett

Maudie Bennett

Lena J. Bennett

Mrs. Ellen Thurgood

Frank W. Bennett

Mrs. Cleo Barber

Waynard J. Bennett
Anna S. Bennett
Alan D. Bennett
Ruth M. Bennett

Leland W. Bennett
Leone S. Bennett

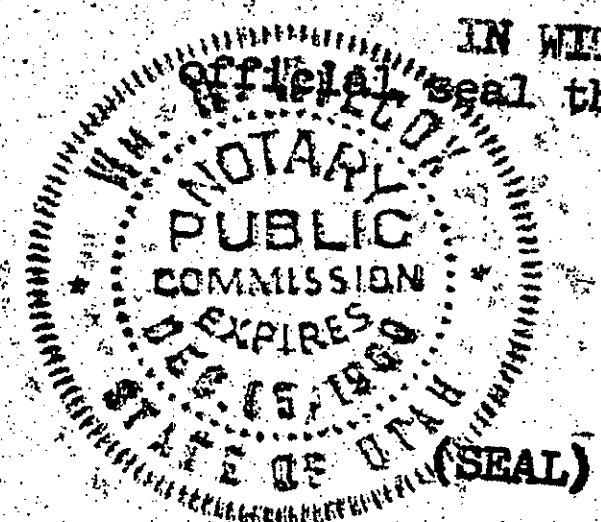
ACKNOWLEDGMENT

STATE OF UTAH)
) ss
COUNTY OF DAVIS)

On the 29 day of April, 1957, personally appeared before me GEORGE H. BENNETT, JR. and NORMA E. BENNETT, husband and wife, ELTON J. BENNETT and LENA T. BENNETT, husband and wife, ZEMAS W. BENNETT and VIRGINIA S. BENNETT, husband and wife, PHILIP J. BENNETT and MAUDE BENNETT, husband and wife, MRS. ELLEN THURGOOD, a widow, MRS. CLEO BARBER, a married woman, all residing in SYRACUSE, DAVIS COUNTY, UTAH; WAYNARD J. BENNETT and ANNA G. BENNETT, husband and wife, ALAN D. BENNETT and RUTH M. BENNETT, husband and wife residing in LAYTON, DAVIS COUNTY, UTAH; LELAND W. BENNETT and LEONE S. BENNETT, husband and wife, residing in FARMINGTON, DAVIS COUNTY, UTAH, -----

to me known to be the 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.



George H. Bennett, Jr.
Notary Public in and for the
State of Utah
Residing at
My commission expires: