

2698

Walter W. Steed Jr
259, 267
715 W 200 S

28 DEED OF EASEMENT 164954 SE 48-4N-2W

WALTER W. STEED, JR., AND EDITH N. STEED, husband and wife,-----
of Clearfield, 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 supple-
mentary thereto, Grantee, for the sum of One Dollar (\$1.00) the fol-
lowing 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 a manhole
structure at or near Drain Interceptor 1.2L Station 57+90 in,
on, over, upon or across the following described property:

A tract of land in the Southwest Quarter of the Southeast Quarter
(SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eight (8), Township Four (4) North, Range Two
(2) West, Salt Lake Base and Meridian, being more particularly
described as follows:

Beginning at a point on the centerline of what is known as the
Syracuse (B-5) Drain Interceptor 1.2L at Station 57+52.1, a point
on the South line of the Grantor's property, from which point the
South Quarter corner of said Section 8 bears North 89°12' West
Six Hundred Seventy-one and One-tenths (671.1) feet, and running
thence North 89°12' West Seventeen (17.0) feet to the West line
of Grantor's property; thence North 2°25' East Forty-three and
Seven-tenths (43.7) feet along the West line of the Grantor's
property to Station 57+98.6 a point on the centerline of said
Drain from which point the South Quarter corner of said Section 8
bears South 86°59' West Six Hundred Fifty-six and Eight-tenths
(656.8) feet; thence continuing North 2°25' East along said West
line Fifty-four and six-tenths (54.6) feet; thence South 19°05'
East One Hundred Four and Five-tenths (104.5) feet to the South
line of Grantor's property; thence North 89°12' West Twenty-one
and Three-tenths (21.3) feet along said South line to the point
of beginning, containing 0.04 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 tract of land in the Southwest Quarter of the Southeast Quarter
(SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eight (8), Township Four (4) North, Range Two
(2) West, Salt Lake Base and Meridian, being more particularly
described as follows:

Recorded at request of Walter W. Steed Jr Fee Paid 2.50
Date MAR 16 1957 at 11:40 AM Recorder Davis County
By Emily T. Eldredge Deputy Recd. Page 28
EMILY T. ELDRIDGE

- Platted
- Abstracted
- On margin
- Indexed
- Compared
- Entered

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Beginning at a point on the centerline of what is known as the Syracuse (B-5) Drain Interceptor 1.2L at Station 57+52.1, a point on the South line of the Grantor's property, from which point the South Quarter corner of said Section 8 bears North 89°12' West Six Hundred Seventy-one and One-tenth (671.1) feet, and running thence North 89°12' West Seventeen (17.0) feet to the West line of Grantor's property; thence North 2°25' East Forty-three and Seven-tenths (43.7) feet along the West line of Grantor's property to Station 57+98.6 a point on the centerline of the said Drain from which point the South Quarter corner of said Section 8 bears South 86°59' West Six Hundred Fifty-six and Eight-tenths (656.8) feet; thence continuing North 2°25' East along said West line One Hundred Nine and One-tenth (109.1) feet; thence South 19°05' East One Hundred Sixty-two and Five-tenths (162.5) feet to South line of Grantor's property; thence North 89°12' West Forty-two and Five-tenths (42.5) feet along said South line to the point of beginning, containing 0.10 of an acre, more or less, excepting herefrom 0.04 of an acre, more or less, described herein, which is covered by a perpetual easement; the net area exclusive of the perpetual easement is 0.06 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.

Mattie M. Stead Sr.
Edith N. Stead

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF DAVIS) ss

On the 28th day of November, 1956, personally appeared before me WALTER W. STEED, JR., AND EDITH N. STEED, 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.



Rolf A. Nelson
Notary Public in and for the
State of Utah
Residing at Ogden
My commission expires: Sept. 15, 1960