

27 P/T  
Claude E McBride  
1648-41-20

DEED OF EASEMENT

164955

31

CLAUDE E. McBRIDE AND PAULINE W. McBRIDE, 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:

A perpetual easement to construct, reconstruct, operate and  
maintain the Syracuse (B-5) Drain, an underground pipeline  
or pipelines and appurtenant structures, including three man-  
hole structures at or near Drain Interceptor 1.2L Stations  
63+40, 68+90 and 74+40 in on, over, upon or across the  
following described property:

A tract of land in the West Half of the Southeast Quarter  
(W $\frac{1}{2}$ 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+98.6, a  
point on the East line of the Grantor's property, 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, and running thence South 2°25' West Forty-three and  
Seven-tenths (43.7) feet along said East line; thence North  
89°12' West Four and Two-tenths (4.2) feet along the South  
line of the Grantor's property; thence North 19°05' West  
Sixteen Hundred Eighty and Seven-tenths (1680.7) feet; thence  
North 70°55' East Twenty (20.0) feet to Station 74+40 a point  
on the centerline of the said Drain from which point the South  
Quarter corner of said Section 8 bears South 4°18' West  
Fifteen Hundred Ninety and Two-tenths (1590.2) feet; thence  
continuing North 70°55' East Twenty (20.0) feet; thence  
South 19°05' East Fifteen Hundred Ninety and Six-tenths (1590.6)  
feet to the East line of the Grantor's property; thence South  
2°25' West Fifty-four and Six-tenths (54.6) feet along said  
East line to the point of beginning, containing 1.51 acres,  
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 West Half of the Southeast Quarter  
(W $\frac{1}{2}$ 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:

Fee Paid 2.80  
Recorder Davis County  
Page 31  
EMILY T. ELDRIDGE  
11:50  
MAR 16 1957  
Deputy Book

John W. Wilcox  
11:50  
MAR 16 1957  
Deputy Book

MAILED  
MAR 16 1957  
RECORDED

32

Beginning at a point on the centerline of what is known as the Syracuse (B-5) Drain Interceptor 1.2I at Station 57+98.6, a point on the East line of the Grantor's property, 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; and running thence South 2°25' West Forty-three and Seven-tenths (43.7) feet along the East line of the Grantor's property; thence North 89°12' West Four and Two-tenths (4.2) feet along the South line of the Grantor's property; thence North 19°05' West Sixteen Hundred Eighty and Seven-tenths (1680.7) feet; thence North 70°55' East Twenty (20.0) feet to Station 74+40.0 a point on the centerline of the said Drain from which the South Quarter corner of said Section 8 bears South 4°18' West Fifteen Hundred Ninety and Two-tenths (1590.2) feet; thence continuing North 70°55' East Forty (40.0) feet; thence South 19°05' East Fifteen Hundred Thirty-nine and Nine-tenths (1539.9) feet; thence South 2°25' West One Hundred Nine and One-tenth (109.1) feet to point of beginning, containing 2.23 acres more or less, excepting herefrom 1.51 acres more or less, described herein which is covered by a perpetual easement; the net area exclusive of the perpetual easement is 0.72 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 27th day of November, 1956.

Claude E Mc Bride  
Paul W Mc Bride

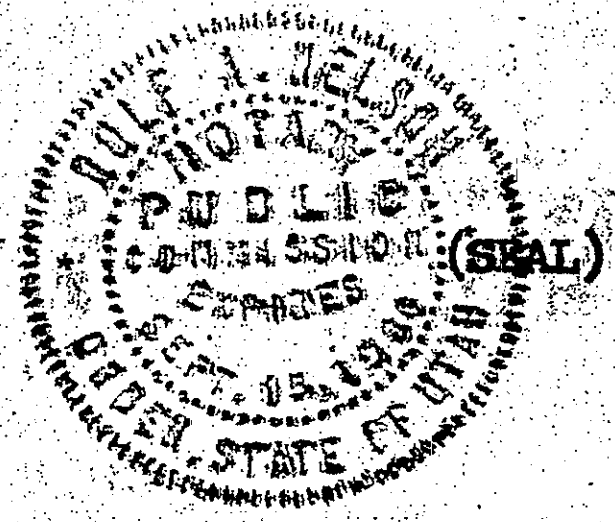


ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF DAVIS ) ss

On the 27th day of November, 1956, personally appeared before me CLAUDE E. McBRIDE AND PAULINE W. McBRIDE, 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.



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