

Walter W. Steed Jr  
269, 267  
715 W 200 S Clearfield

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 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 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 1/4 SE 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 construction purposes on, over or across the following described property:

A tract of land in the Southwest Quarter of the Southeast Quarter (SW 1/4 SE 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 *Wm. N. Shalby* Fee Paid 2.50  
Date MAR 16 1953 at 11:58 A.M. Recorder Davis County  
By *Grace D. Pyle* Deputy Book 28 Page 28  
EMILY T. ELDREDGE

Abstracted  
 Indexed  
 Labeled  
 Platted  
 On Margin  
 Compared

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 23th day of November, 1956.

*Matty N. Steed Sr.*  
*Edith N. Steed*



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