

State of Utah, )  
 : ss.  
County of Wasatch, )

On this 12th day of September, A. D., 1953, personally appeared before me Bonner Nelson, a single man, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Paul B. Stanley  
Notary Public  
Residing at Heber, Utah.



My commission expires February 25th, 1955

Recorded at Request of Lorenzo Wootton DEC 28 1953 at 11:40 A. M. in book 24 of Deeds Page 319-20  
WAYNE C. WHITING Recorder Wasatch County, Utah  
By Mary G. Healey Deputy

PROOF READ

Entry No. 72771

ADMINISTRATOR'S DEED

THIS INDENTURE, made in Heber, Wasatch County, Utah, on the 12th day of December, 1953, between Robert L. Montgomery as Administrator of the Estate of Livingston C. Montgomery, late of Heber, Wasatch County, Utah, the said Administrator residing in Roosevelt, Duchesne County, Utah, party of the first part, and Earl N. Carlile, Melvin N. Carlile, and Brent D. Carlile, residing in Heber, Wasatch County, Utah, parties of the second part.

WITNESSETH:

That the party of the first part was, on August 15, 1952, appointed Administrator of the Estate of Livingston C. Montgomery, deceased, and that he thereafter duly qualified and ever since such time has acted and is now acting as Administrator of said Estate.

That on the 30th day of Oct., 1953, the District Court of the Fourth Judicial District, in and for Wasatch County, Utah, after due and proper notice, on petition of the party of the first part and pursuant to a hearing at which witnesses testified and proof was adduced, confirmed the sale of the real and personal property hereinafter described to the parties of the second part, said Court order being recorded in the records of the Recorder, Wasatch County, Utah, as follows:

Now, therefore, the party of the first part, by virtue of the power and authority to him given by said Court order and by virtue of his capacity as Administrator, and in consequence and consideration of the payment of Two Thousand Nine Hundred Fifty Dollars (\$2,950.00), does hereby grant, convey, bargain, sell, and transfer to the parties of the second part, as joint tenants with rights of survivorship and not as tenants in common, and to their heirs and assigns forever, all that certain parcel of land located in Wasatch County, Utah, and certain grazing preferences, said land and preferences being described as follows, to wit:

Beginning at a point 24 feet East of the center of Section 8, Township 4 South, Range 5 East, Salt Lake Meridian, and running thence South 24 feet; thence West 24 feet; thence South 11.296 rods, more or less to the Northeast boundary of U. S. Highway 40; thence South 37°50' East 85.15 rods; to the South line of the Northwest quarter of the Southeast quarter of said section; thence East 27.76 rods; thence North 80 rods; thence West 78.546 rods, more or less, to place of beginning. ALSO a right of way into the Northwest corner of the above described tract as follows: Beginning at the center of said Section 8; thence West 9.90 rods to the East line of U. S. Highway 40; thence South 37°50' East 2 rods, more or less to a point 24 feet South of the North line of the Northeast quarter of the Southwest quarter; thence East 8.90 rods, 7½ feet to a point 24 feet East of the West line of the Northwest quarter of the Southeast quarter; thence North 24 feet; thence West 24 feet to place of beginning.

ALSO THE TRACT beginning at a point 80 rods West and 80 rods North of the Southeast corner of Section 8, Township 4 South, Range 5 East, Salt Lake Meridian, and running thence West 20 rods; thence South 9.99 rods, thence South 37°50' East 32.61 rods, thence North 35.75 rods to place of beginning.

Total acreage in the above described land (including both tracts) is approximately 31 acres, more or less.

The above described land (including both tracts) is subject to a right of way in favor of certain adjacent property owners, said right of way being as described in an instrument recorded in the records of the Recorder, Wasatch County, Utah, in Book 6 of Miscellaneous Records, page 191, entry No. 69820. Said instrument provides, in substance, as follows:

"This agreement made and entered into this 26th day of December A.D. 1946 by and between L. C. Montgomery and Edna Montgomery, his wife, the parties of the first part and John M. Chapman, Linden Chapman, and Frank Chapman, parties of the second part WITNESSETH: The parties of the first part own a tract of about 35 acres in the Southeast corner of Section 8, Township 4 South, Range 5 East, Salt Lake Meridian. Parties of the second part own a tract of approximately 57½ acres of land in the Northeast corner of said Section 8. The lands of the first parties lie between the lands of second parties and U. S. Highway 40 so that in order to have a right of way from U. S. Highway 40 to the lands of the second parties they must cross the lands of the parties of the first part. Therefore, it is hereby agreed: That in consideration of the parties of the second part constructing and maintaining a good servicable fence along the section and of the lands now owned by Willis Clyde from U. S. Highway 40 at or near the center of said Section and Easterly to the lands of the parties of the second part, a distance of approximately 50 rods, parties of the first part agree to and hereby do give to parties of the second part a right of way from U. S. Highway 40 approximately 10 rods West to the center of said Section, Easterly a distance of approximately 50 rods to the Southwest corner of the lands of the second parties. This right of way shall be 20 feet in width on the Northerly boundary of first parties' land at said point. Second parties agree to construct and maintain a good servicable gate on the Highway and where they enter their own lands, which gates are to be kept closed when not in actual use. It is agreed that the fence on the South of second party's lands is to be a boundary fence to be maintained one-half by first parties and one-half by second parties. It is agreed that this right of way shall continue for a period of one hundred years unless this agreement is breached by second parties in their

failure to construct and maintain said fence and gates. It is agreed that second parties have now constructed said fence which is a good servicable fence and is accepted by first parties. It is also agreed that second parties will do no more damage to the lands of first party than is reasonably necessary in the enjoyment of their right of way and that this right of way is for vehicles, farm machinery, milk cows, and a limited number of stock cattle but it is not contemplated by the parties hereto that herds of sheep or large herds of cattle will be driven on or over this right of way. In fact, sheep herds are expressly prohibited. Second parties shall have the right to construct bridges, grade off the lands and do all things necessary to make a good servicable right of way for themselves." (Signed by the parties of the first part and various of the parties of the second part.) (Acknowledged)

ALSO, all improvements on the above described tracts of land, the same consisting only of fencing.

ALSO, grazing preferences on the Uintah National Forest in Wasatch County, Utah, for thirty-one head of livestock.

It is understood and agreed that no water rights are being conveyed with the above described tracts of land and also that parties of the second part will bear the Forest Service reduction, if any, in the above described grazing preferences.

TOGETHER, with all appurtenances and hereditaments thereunto belonging or appertaining, as described above; and also all of the right, title, interest, and estate which said deceased had in said premises and appurtenances and hereditaments and personal property at the time of his death; and also all of the right, title, interest, and estate in said premises and appurtenances and hereditaments and personal property which the party of the first part has power to grant, convey, bargain, sell, and transfer, whether individually or by virtue of his capacity as Administrator of said Estate.

TO HAVE AND TO HOLD the same unto the parties of the second part, their heirs and assigns forever.

And the party of the first part covenants that he has not done or suffered anything to be done whereby the same premises have been incumbered in any way whatsoever.

IN WITNESS WHEREOF, the party of the first part, as Administrator of the Estate of said deceased, has hereunto set his hand and seal the day and year first above written.

IN THE PRESENCE OF

Delbert Thompson

Robert L. Montgomery (L.S.)  
ROBERT L. MONTGOMERY,  
Administrator of the Estate  
of Livingston C. Montgomery,  
deceased.

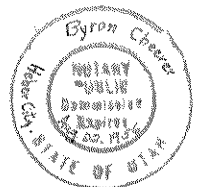
STATE OF UTAH

SS

COUNTY OF WASATCH

On the 12th day of December, 1953, personally appeared before me Robert L. Montgomery, the signer of the above instrument, who duly acknowledged to me that he executed the same and that he did so as Administrator of the Estate of Livingston C. Montgomery, deceased.

Byron Cheever  
Notary Public



Recorded at Request of Earl N. Carlile DEC 28 1953 at 1:30 P. M. in book 24 of Deeds Page 320-1

WAYNE C. WHITING Recorder Wasatch County, Utah  
By Mary G. Healey Deputy

PROOF READ

Entry No. 72772

WARRANTY DEED.  
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Jacob Burgener and Minnie Burgener, his wife, grantors, of Midway, Wasatch County, State of Utah, hereby convey and warrant to Ted C. Burgener and Dorsa Burgener, husband and wife, as joint tenants and not as tenants in common, and to the survivor of them, grantees, of the same place, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the following described tract of land, situated in Midway, Wasatch County, State of Utah, to-wit:

Beginning 16.5 feet West from the Southeast corner of the West half of Lot 3, in Block 19 of the Midway Survey of Building Lots; and running thence West, along the South line of said Lot 3, 75 feet; thence North, parallel with the West line of Lot 4, in said Block 19, 100 feet; thence East, parallel with the North line of Lots 3 and 4, of said Block 19, 75 feet; thence South, parallel with the East line of said Lot 3, 100 feet to the place of beginning.

TOGETHER with all improvements thereon and appurtenances thereunto belonging.

WITNESS the hands of said grantors this 25th day of August, A. D., 1953.

Jacob Burgener  
Minnie Burgener

State of Utah, )  
: ss.  
County of Wasatch, )

On this 25th day of August, A. D., 1953, personally appeared before me Jacob Burgener and Minnie Burgener, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the