

THIS DEED, dated this 19th day of September, 1968, by and between WILLIAM WAGSTAFF, A single man, DAVID WAGSTAFF and AMY WAGSTAFF, his wife, and JOSEPH PIERCE and STELLA PIERCE, his wife hereinafter called the GRANTORS, and the UNITED STATES OF AMERICA, hereinafter called the GRANTEE,

WITNESSETH, that the Grantor, for and in consideration of \$55<sup>80</sup> FIFTY FIVE - <sup>80</sup>/<sub>100</sub> DOLLARS, the receipt of which is hereby acknowledged, does hereby grant and convey unto the Grantee and its assigns an exclusive easement for a road to be located, constructed, reconstructed, improved, used, and maintained over, upon, along, and across the following described premises situated in the County of Summit, State of Utah, to wit:

Two strips of land 17 feet in width traversing the following described real property:

Lot seven (7) and the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section six (6), Township two (2) north, Range eleven (11) east, Salt Lake Meridian.

Said strips are parallel to and abutting against the outer edge of that certain right-of-way for road purposes 66 feet in width reserved by the United States of America in that certain Patent No. 1196801 issued to Joseph Pierce, Stella Pierce, William Wagstaff, Clara Wagstaff, David Wagstaff and Amy Wagstaff, the centerline of said right-of-way being more particularly described as follows:

Beginning at a point on the south boundary of said Sec. 6, said point lying east 2,033.0 feet from the southwest corner of Sec. 6, T. 2 N., R. 11 E., S. L. Meridian. Thence along the following courses and distances:

Bearing	Tangent Distance in Feet	Curve L - R	Central Angle	of Curve	Are Distance in Feet
N. 73°26'W.	708.5	L	15°50.5'	4°	396.0
N. 89°16.5'W.	579.8	L	33°41'	9°	374.3
S. 57°02.5'W.	35.0				

Ending at a point on the west boundary of said Section 6, which is N. 0°03' W., 147.5 feet from the southwest corner of Section 6, T. 2 N., R. 11 E., Salt Lake Meridian.

CHECKED AS TO PRICE, INCREASE,  
 DESCRIPTION AND CONDITIONS OF  
 PURCHASE AND FOUND CORRECT  
 Robert W. Cook  
 2194 S. 1000 E. J.P. 6. 1967

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Entry No. <u>107854</u>	Book <u>M 18</u>
RECORDED <u>9-30-68</u>	at <u>4:00 PM</u> Page <u>191-194</u>
REQUEST of <u>Wasatch Natl. Forest</u>	
WANDA Y. SERVICES, SUMMIT CO. UTAH	
\$ <u>6.10</u>	By <u>Wanda Y. Services</u>
INDEXED <u>LA</u>	ABSTRACT

The purpose and intent of this easement is to vest in the grantee a right-of-way 50 feet in width on each side of the adjacent centerline.

AND ALSO a second part of this easement traverses all of that portion of the southeast quarter of the southeast quarter ( $SE\frac{1}{4}SE\frac{1}{4}$ ) of Section one (1), Township two (2) north, Range ten (10) east, Salt Lake Meridian, lying within the following described boundaries:

Beginning at the section corner common to Secs 1 and 12, T. 2 N., R. 10 E., and Secs 6 and 7, T. 2 N., R. 11 E., Salt Lake Mer; thence N.  $0^{\circ}03'$  W., 207.0 feet; thence S.  $57^{\circ}02.5'$  W., 380.3 feet; thence S.  $89^{\circ}56'$  E., 319.4 feet to the point of beginning.

The boundary of said right-of-way and easement shall be prolonged or shortened to begin and end on, and conform to, the property lines.

Totals:           Length 2,473.9 feet           Area 2.40 acres

If the road is located substantially as described herein, the centerline of the road as constructed is hereby deemed accepted by the Grantors as the true centerline of the easement granted.

The acquiring agency is the Forest Service, Department of Agriculture.

This conveyance is made subject to the following reservations by the Grantors, their heirs and assigns:

The right to use the road to serve the Grantor's property to the extent permitted by the rules and regulations of the Secretary as the same may be amended, in such manner as not unreasonably to interfere with its use by the United States, its authorized users or assigns, or cause substantial injury thereto.

If for a period of five (5) years the Grantee shall cease to use, or preserve for prospective future use, the road, or any segment thereof, or if at any time the Regional Forester determines that the road, or any segment thereof, is no longer needed, the easement traversed thereby shall terminate. In the event of such nonuse or of such determination by the Regional Forester, the Regional Forester shall furnish to the Grantors a statement in recordable form evidencing termination.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal on the day and year first above written.

*William Wagstaff*  
WILLIAM WAGSTAFF

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[Redacted]  
David Wagstaff  
DAVID WAGSTAFF

Amy Wagstaff  
AMY WAGSTAFF

Joseph Pierce  
JOSEPH PIERCE

Stella Pierce  
STELLA PIERCE

ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY Summit )ss

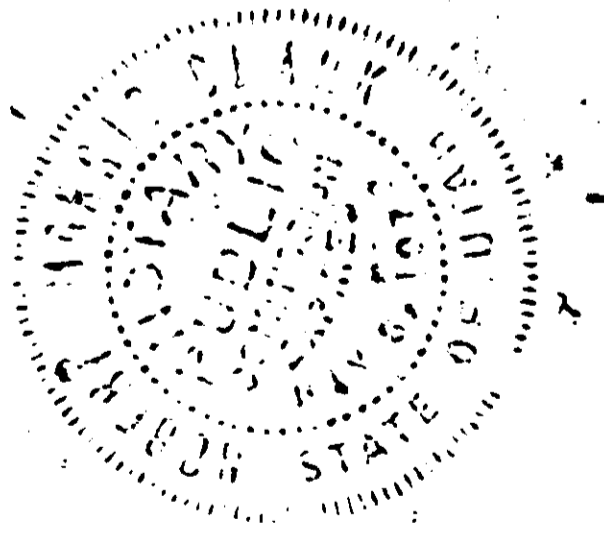
On this 19th day of September, 1988, before me Robert Morris Clark, a Notary Public in and for SALT LAKE County, State of UTAH, personally appeared DAVID WAGSTAFF and AMY WAGSTAFF, his wife, and known to me (or ~~satisfactorily proved to me on the oath of~~ \_\_\_\_\_, a ~~competent and creditable witness~~ for that purpose by me duly sworn), to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that ~~he~~ (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:

May 8 1988

SALT LAKE CITY, UTAH, residing in  
[Redacted]

Robert Morris Clark  
Notary Public



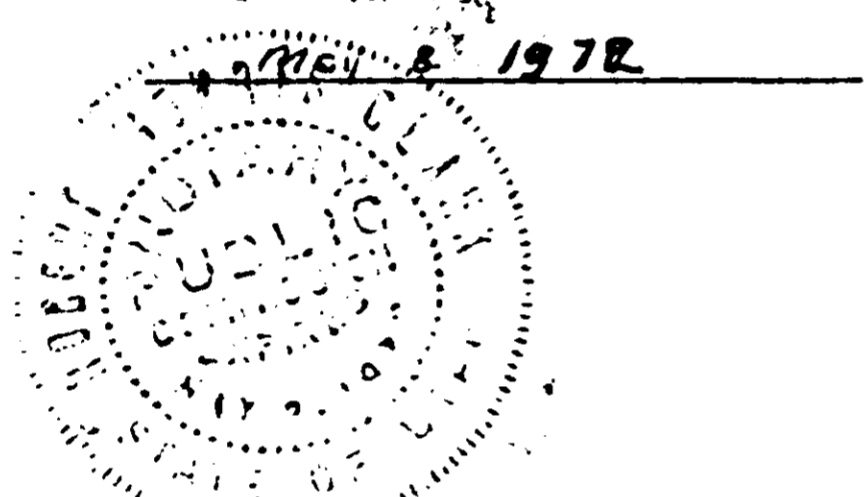
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ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY SUMMIT ) ss

On this 19<sup>th</sup> day of September, 1968, before me Robert Morris Clark, a Notary Public in and for SALT LAKE County, State of UTAH, personally appeared Joseph Pierce and STELLA Pierce, his wife, and known to me (or satisfactorily proved to me on the oath of \_\_\_\_\_, a competent and creditable witness for that purpose by me duly sworn), to be the person(s) described in and who executed the foregoing instrument and who duly acknowledged to me that he (they) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

My commission expires:



May 8 1972

Robert Morris Clark  
Notary Public, residing in

SALT LAKE CITY, UTAH

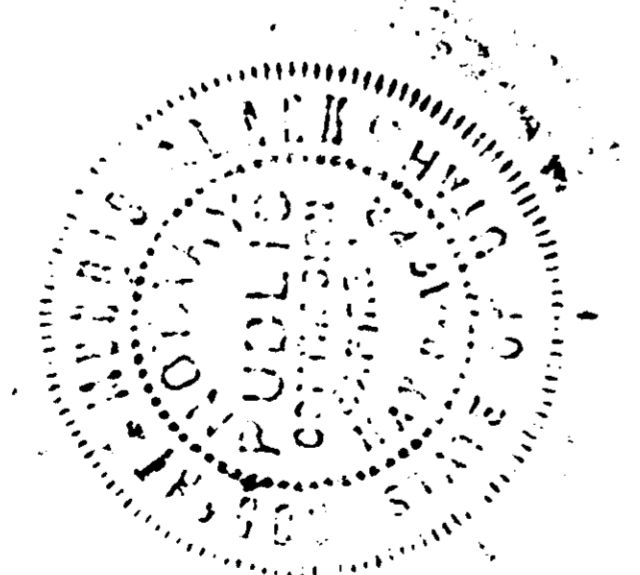
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