

EASEMENT DEED

THIS DEED, dated this 18 day of July 19 69 by and between MARY RICH, [redacted] and MAYO DWELL RICH and MARY S. RICH, husband and wife, hereinafter called the GRANTORS, and the UNITED STATES OF AMERICA, hereinafter called the GRANTEE,

WITNESSETH, that the Grantors, for and in consideration of One and no/100 Dollars (\$1.00) the receipt of which is hereby acknowledged, do hereby grant and convey unto the Grantee and its assigns an exclusive easement for a road, including an existing road, to be located, constructed, reconstructed, improved, used, and maintained over, upon, along, and across the following described premises situated in the County of GARFIELD, State of UTAH, to wit:

A strip of land 66 feet in width traversing the following described property:

The southeast quarter of the northeast quarter and the northeast quarter of the southeast quarter of Section 3, Township 36 South, Range 4 West, Salt Lake Meridian.

The said strip being 33 feet in width on each side of a centerline as located and to be constructed on the ground, with as much additional width as required for adequate protection of cuts and fills, the said centerline being more particularly described as follows:

Beginning at a point on the east line of said southeast quarter of the northeast quarter of Section 3, said point lying N. 0°11' W., 539.48 feet from the east quarter corner of Section 3, Township 36 South, Range 4 West, Salt Lake Meridian. Thence along a curve to the left with a radius of 572.96 feet through an angle of 42°45'17", for a distance of 245.49 feet; thence S. 0°28' E., 1,620.68 feet to a point which lies on the south boundary of said northeast quarter of the southeast quarter of Section 3, and is located N. 1°17.9' W., 1,318.69 feet from the corner common to Sections 2, 3, 10, and 11, Township 36 South, Range 4 West, Salt Lake Meridian.

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

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.

Totals: Length - 1,866.14 feet Area - 2.83 acres

Checked as to price, acreage, description, and conditions of purchase, and found correct. 7/15/69

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:

1. The right to cross and recross the easement at any point and for any purpose in such manner as will not materially interfere with the use of the road.
2. The right to all timber now growing or which may hereafter grow within the easement and the right to use any land therein not devoted to road use for grazing and the growing of crops; provided, the United States and its assigns shall have the right to cut timber upon the easement to the extent necessary for construction, reconstruction, improvement, and maintenance of the road, which timber, unless otherwise agreed, shall be cut into logs of standard lengths and decked along the easement for disposal by the Grantors.
3. The right to use the road to serve the Grantors' 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 Grantors have hereunto subscribed their names and affixed their seal on the day and year first above written.

Mary Rich

MARY RICH

Mayo Udell Rich

MAYO UDELL RICH

Mary S. Rich

MARY S. RICH

ENT AT FEE

ACKNOWLEDGMENT

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STATE OF Utah) ss
COUNTY Garfield

On this 18th day of July, 19 69, before me
Robert L. Jacobsen, a Notary Public in and for
Iron County, State of Utah, personally appeared
Mary Rich, known to me

(or satisfactorily proved to me on the oath of
a creditable and competent 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 she executed the same freely and
voluntarily and for the uses and purposes therein mentioned.

My commission expires:
March 17, 1971

Robert L. Jacobsen
Notary Public, residing in
Cedar City, Utah

ACKNOWLEDGMENT

STATE OF Utah) ss
COUNTY Garfield

On this 18th day of July, 19 69, before me
Robert L. Jacobsen, a Notary Public in and for
Iron County, State of Utah, personally appeared
Maye Udell Rich, and Mary S. Rich
his wife, and known to me (or satisfactorily proved to

me on the oath of
a creditable and competent 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:
March 17, 1971

Robert L. Jacobsen
Notary Public, residing in
Cedar City, Utah

120723

ENTRY NO. 120723 RECORDED 7-29 19 69 AT 3 PM

AT REQUEST OF U. S. Forest Service

FEE \$ 4.00

Helen D. Whittle
RECORDER GARFIELD COUNTY, UTAH
DEPUTY