

189868

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
GRANT OF EASEMENT AND RIGHT-OF-WAY

DEPT. OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
CEDAR CITY, UTAH
JAN 8 1996

Tract No.

For and in consideration of the agreement by the Grantee pursuant to the acts of June 28, 1934 (43 U.S.C. 315, et seq.), as amended, April 27, 1935 (15 U.S.C. 590a), July 14, 1952 (7 U.S.C. 1651), and October 21, 1976 (43 U.S.C. 1701, et seq.), as amended,

G. Aaron Hanson Sheep Company

hereinafter called Grantor whether one or more, does hereby grant to the UNITED STATES OF AMERICA, an easement and right-of-way to construct the following improvements:

Milford Pass Pasture (Fire Protection) Fence and the Negro Mag Wash Cattleguard

over and across the following-described property situated in the Counties of Beaver and Millard, State of Utah, to wit:

AN EASEMENT 15 FEET WIDE DESCRIBED AS FOLLOWS: PARCEL # 1 - Beginning at the corner common to Sections 29, 30, 31, and 32, T. 25 S., R. 9 W. Salt Lake Meridian; thence south (on the east side of the existing road) a distance of 5,280 feet to the corner common to Sections 31 and 32, T. 25 S., R. 9 W. PARCEL # 2 - Beginning at a point 1,322.64 feet S 89° 56'E of the southwest corner of section 29, T. 26 S., R. 9 W., SLM; thence N 89° 56'W 1,322.64 feet to the southwest corner of said section; thence S 0° 03'E a distance of 2,640 feet to the 1/4 corner common to sections 31 and 32 of said Township and Range. The Negro Mag Cattleguard is located at 1,760 feet S 0° 03'E of the northeast corner section 31, T. 26 S., R. 9 W. SLM.

The easement described herein contains 2.42 acres more or less. A plat showing the easement described above is attached hereto as Exhibit A and made a part hereof.

If the improvements identified above are located substantially as described herein, the location as constructed is hereby deemed accepted by Grantor as the true location of the easement granted.

The easement and right-of-way hereby granted is for the full, free, unrestricted, and quiet use and enjoyment by the grantee of the land of the grantor occupied by the said improvements for any and all purposes deemed necessary or beneficial for, or in connection with, the control, administration, or use of the public land surrounding or adjacent to the land herein described, which may be properly grazed from, serviced by, or used in connection with the said land and improvements, including the right of ingress and egress to, from, and over the land of the grantor by the grantee, its officers, agents, permittees, allottees, and licensees for the purpose of repairing, renewing, or using the said improvements, or for other business pertaining to

the use and maintenance thereof, and shall be appurtenant to said public land.

This grant shall be effective so long as the easement shall actually be used for the aforesaid purposes, and all rights hereunder shall revert to the grantor when and in the event the use thereof shall be discontinued or abandoned by the grantee of which due notice shall be given to the grantor by the grantee. Upon termination or abandonment of this easement, the grantee may at its option and within reasonable time, remove any improvements constructed by grantee on the land hereunder.

Accepted
by the Department of Justice:

Dated this

26 day of ~~the~~ October, 1975

A. J. Meredith
(Signature of Authorized Officer)

William H. ...
Robert G. Adams

District Manager
(Title)

G. Aaron Hansen Sheep Company

(Acknowledgement on reverse)

FILED FOR RECORD
12:00 o'clock p m
1 JAN 9 - 1996
Candy Nilsson
Beaver County Recorder
Fee \$ 14.00

Approved by Smithfield of Utah, Inc.

BY:

ROBERT G. ADAMS, Authorized Agent

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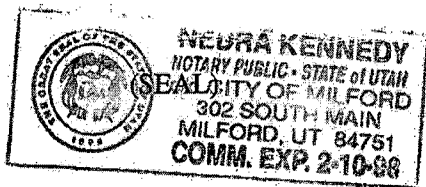
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF)
) ss:
COUNTY OF)

On this 26th day of Oct, 1995, personally came before me, a notary public in and for said County and State, the within-named Robert G. Adams to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as 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 in this certificate first above written.

Nedra Kennedy
Notary Public in and for the
State of Utah
Residing at Milford, Utah



My commission expires: 2/10/98, 19

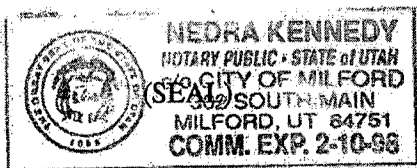
CORPORATE ACKNOWLEDGEMENT

STATE OF)
) ss:
COUNTY OF)

On this 26th day of Oct, 1995, personally came before me, a notary public in and for said County and State, the within-named William T. Acord to me personally known to be the identical person described in and who executed the within and foregoing instrument and acknowledged to me that he executed the same as 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 in this certificate first above written.

Nedra Kennedy
Notary Public in and for the
State of Utah
Residing at Milford, UT

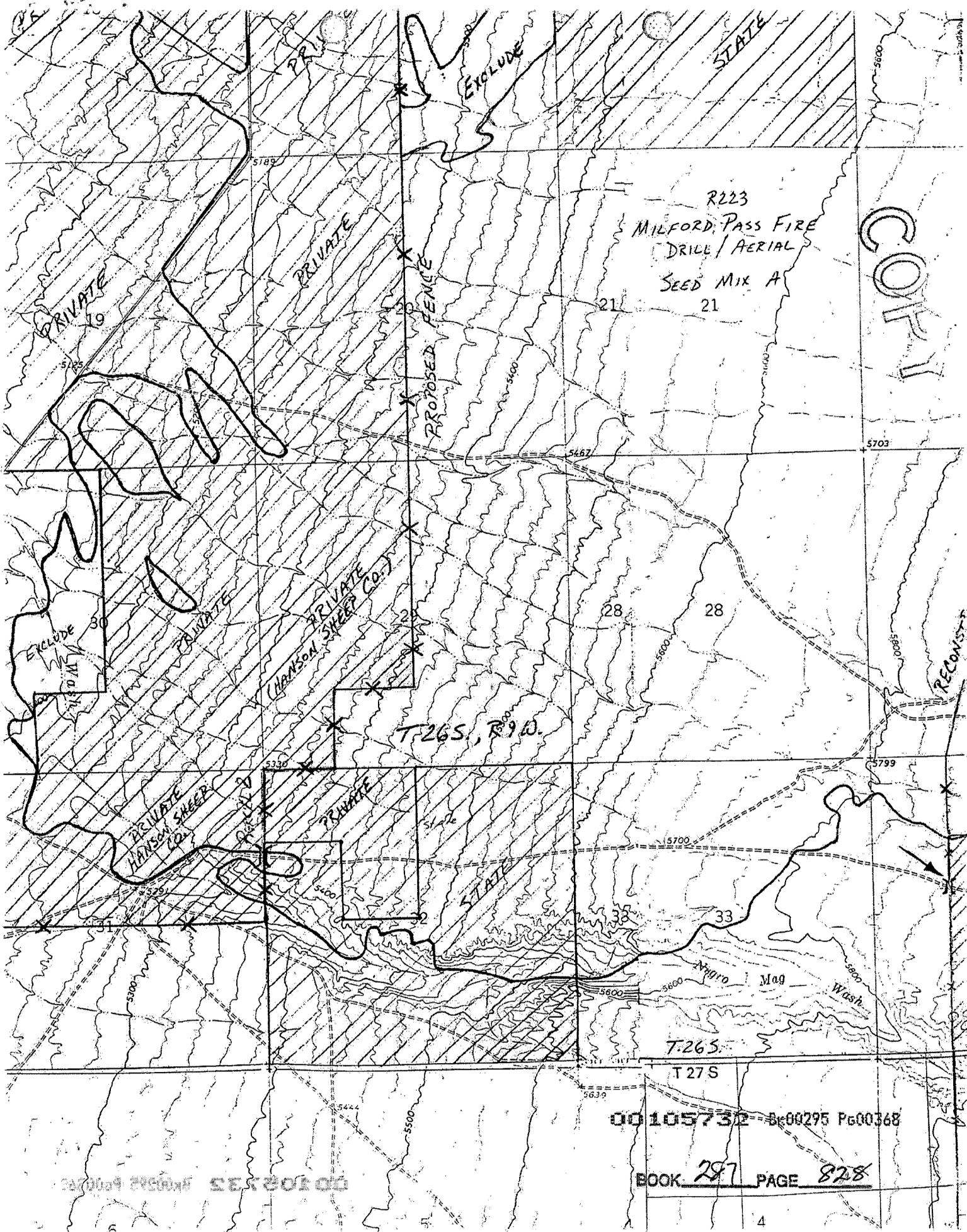


My commission expires: 2/10/98, 19

RETURN TO: BUREAU OF LAND MANAGEMENT
BEAVER RIVER RESOURCE AREA
176 E. DL SARGENT DR.
CEDAR CITY, UT 84720

00105732 Bk00295 Pg00367

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COPY

R223
MILFORD PASS FIRE
DRILL / AERIAL
SEED MIX A
21 21

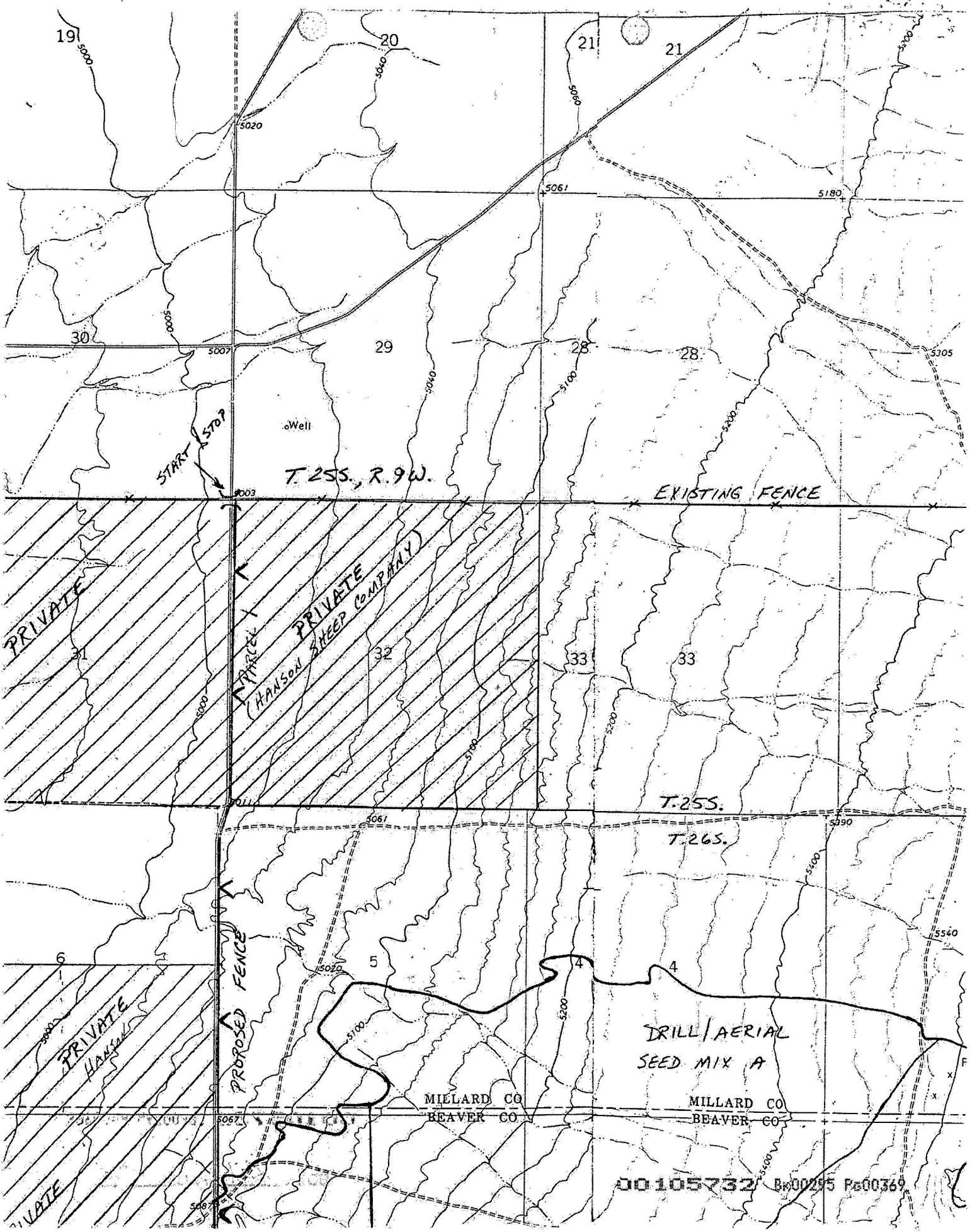
T.265, R.9W.

T.265
T.27S

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19

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21

21

30

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T. 25S., R. 9W.

EXISTING FENCE

PRIVATE

PRIVATE
HANSON SHEEP COMPANY

33

33

T. 25S.

T. 26S.

PRIVATE
HANSON

PROPOSED FENCE

DRILL/AERIAL
SEED MIX A

MILLARD CO
BEAVER CO

MILLARD CO
BEAVER CO

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