Attachment A
DOGM Task ID #2088
Public Road Easement
April 8, 2005

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FOR EMERY COUNTY ROAD DEPARTMENT
EMERY COUNTY CORPORATION

PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 31 day of August, 19 98, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to EMERY COUNTY, UTAH, hereinafter called Grantee.

WITNESSETH:

WHEREAS, the Grantee has applied for a grant of an easement under the Act of October 13, 1964 (78 Stat. 1089, 16 U.S.C. 532-538), for a road over certain lands or assignable easements owned by the United States in the County of Emery, State of Utah, and administered by the Forest Service, Department of Agriculture.

NOW, THEREFORE, Grantor does hereby grant to Grantee an easement for a public road and highway along and across a strip of land, hereinafter defined as the right-of-way over and across the lands in the County of Emery, State of Utah, as described on exhibit A attached hereto.

The word "right-of-way" when used herein means said strip of land whether or not there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right-of-way or any segment of such roads or highways.

Description:

Beginning at a point which is S 86°27'40" W, 2165.00 feet from the East 1/4 of Section 29, T. 16 S., R. 7 E., SLM, said point being the centerline of the Rilda Canyon Road:

thence along a curve to the left with a radius of 606.71 feet, through an angle of 27°46'26", a distance of 294.10 feet; thence N 25°35'57" E, 244.99 feet; thence along a curve to the right with a radius of 192.10 feet, through an angle of 55°00'00", a distance of 184.40 feet; thence N 80°35'57" E, 38.32 feet; thence along a curve to the right with a radius of 1638.80 feet, through an angle of 10°27'34", a distance of 299.17 feet; thence S 88°56'29" E, 851.65 feet; thence along a curve to the right with a radius of 443.21 feet, through an angle of 18°45'00", a distance of 145.04 feet; thence S 70°11'29" E, 612.58 feet; thence along a curve to the left with a radius of 360.05 feet, through an angle of 20°28'00", a distance of 128.61 feet; thence along a curve to the left with a radius of 283.76 feet, through an angle of 31°29'20", a distance of 155.95 feet; thence N 57°51'11" E, 93.37 feet; thence along a curve to the right with a radius of 284.87 feet, through an angle of 32°41'28", a distance of 162.54 feet; thence S 89°27'21" E, 624.95 feet; thence along a curve to the left with a radius of 600.00 feet, through an angle of 26°59'32", a distance of 282.66 feet; thence N 63°33'07" E, 100.97 feet; thence along a curve to the right with a radius of 375.00 feet, through an angle of 53°51'27", a distance of 352.50 feet; thence S 62°35'26" E, 32.11 feet; thence along a curve to the left with a radius of 375.00 feet, through an angle of 37°42'28", a distance of 246.80 feet; thence N 79°42'06" E, 284.91 feet; thence along a curve to the right with a radius of 850.00 feet, through an angle of 13°30'31", a distance

of 200.40 feet; thence along a curve to the left with a radius of 375.00 feet, through an angle of 46°33'55", a distance of 304.77 feet; thence N 46°38'42" E, 92.62 feet; thence along a curve to the right with a radius of 465.00 feet, through an angle of 32°02'38", a distance of 260.06 feet; thence N 78°41'20" E, 253.31 feet; thence along a curve to the left with a radius of 1995.00 feet, through an angle of 18°51'59", a distance of 656.91 feet; thence N 59°49'21" E, 202.23 feet; thence along a curve to the right with a radius of 1000.00 feet, through an angle of 05°31'25", a distance of 96.41 feet; thence along a curve to the left with a radius of 1971.95 feet, through an angle of 10°45'07", a distance of 370.05 feet; thence along a curve to the right with a radius of 1500.00 feet, through an angle of 07°17'26", a distance of 190.87 feet; to point of ending;

said ending point being S 90°00' W, 403.03 feet from the North 1/16 between Sections 27/28, T. 16 S., R. 7 E., SLM;

Beginning at a point which is N 00°06'00" W, 171.52 feet from the North 1/16 corner between Sections 27/28, T. 16 S., R. 7 E., SLM, said point being the centerline of the Rilda Canyon Road:

thence along a curve to the left with a radius of 800.00 feet, through an angle of 06°05'36", a distance of 85.08 feet; thence N 55°30'09" E, 99.11 feet; thence along a curve to the left with a radius of 250.00 feet, through an angle of 23°09'08", a distance of 101.02 feet; thence N 32°21'01" E, 83.47 feet; thence along a curve to the right with a radius of 300.00 feet, through an angle of 39°18'24", a distance of 205.81 feet; thence N 71°39'25" E, 210.91 feet; thence along a curve to the left with a radius of 300.00 feet, through an angle of 08°33'57", a distance of 44.85 feet; thence N 63°05'28" E, 328.30 feet; thence along a curve to the left with a radius of 1200.00 feet, through an angle of 09°29'29", a distance of 198.79 feet; thence N 53°35'59" E, 34.57 feet; thence along a curve to the right with a radius of 800.00 feet, through an angle of 13°02'43", a distance of 182.15 feet; to point of ending;

said ending point being S 00°02'31" E, 319.26 feet from the West 1/16 between Sections 22/27, T. 16 S., R. 7 E., SLM;

The right of way width is 66 feet, 33 feet either side of centerline.

This grant is made subject to the following terms, provisions, and conditions:

1. Outstanding valid claims, if any, existing on the date of this grant.

2. The easement herein granted is limited to use of the described right-of-way for the purpose of construction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities; Provided, That the Forest Service shall not exercise its right to use or authorize the use of any portion of the right-of-way for nonhighway purposes when such use would interfere with the free flow of traffic or impair the full use and safety of the highway; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right-of-way outside of construction limits.

3. Any reconstruction of the highway situated on this right-of-way shall conform with plans, specifications, and written stipulations approved by the Forest Supervisor or authorized representative prior to beginning such reconstruction.

4. Consistent with highway safety standards, the Grantee shall:

   (a) Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.

   (b) Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed. The Grantee shall perform these activities where it is deemed necessary during a joint review between the authorized Forest Officer and Grantee prior to completion of the highway. The Grantee also shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be necessary to accomplish this objective. This provision shall also apply to waste disposal areas and slopes that are reshaped following slides that occur during or after construction.

5. The Grantee shall:

   Establish no borrow, sand or gravel pits; stone quarry; permanent storage areas; sites for highway-operation and maintenance facilities; camps, supply depots; or disposal areas within the right-of-way, unless shown on approved construction plans, without first obtaining approval of the authorized Forest Officer.

6. The Grantee shall maintain the right-of-way clearing by means of chemicals only after the Forest Supervisor has given specific written approval. Application for such approval must be in writing and must specify the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.

7. The Grantee does, by the acceptance of this document, covenant and agree for itself, its assigns, and its successors in interest to the property here granted or any part thereof, that the covenant set forth below shall attach to and run with the land:

   (a) That the Grantee shall operate the described property and its appurtenant areas and its buildings and facilities whether or not on the land therein granted as a public road in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Agriculture and in effect on the date of this document to the end that no person in the United States shall, on the grounds of race, sex, color, religion, or national origin, be excluded from participation in, be denied

the benefits of, or be subjected to discrimination under any programs or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the grantee, its successors and assigns, but also as to lessees and licensees doing business or extending services under contractual or other arrangements on the land therein conveyed.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) after a five (5) year period of nonuse, by a determination to cancel after notification and opportunity for hearing as prescribed by law.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this easement pursuant to the delegation of authority to the Chief, Forest Service, 7 CFR 2.60, and the delegation of authority by the Chief, Forest Service, dated August 29, 1984 (49 FR 34283), on the day and year first above written.

UNITED STATES OF AMERICA

BY: Janette S. Kaiser

JANETTE S. KAISER
Forest Supervisor
Manti - La Sal National Forest
Intermountain Region
Forest Service
U.S. Department of Agriculture

ACKNOWLEDGEMENT

STATE OF Utah)
) ss
COUNTY OF Carbon)

On this 31 day of August, 1988, personally appeared before me, JANETTE S. KAISER, Forest Supervisor, Manti - La Sal National Forest, Intermountaion Region, Forest Service, Department of Agriculture, , the signer of the within instrument, who acknowledged to me that she executed the foregoing instrument, by duly delegated authority.

(Seal)

Brent B Barney
Notary Public for the State of Utah
Residing in Carbon County, Price, Utah
My commission expires 9-10-98

BRENT B. BARNEY
NOTARY PUBLIC · STATE of UTAH
888 MOLYNEUX DR
PRICE UT 84501
COMM. EXP. 9-10-98

Attachment B
DOGM Task ID #2088
Easement and Suspended Use Area
April 8, 2005

Attachment C
DOGM Task ID #2088
County Road Maps
April 8, 2005