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EASEMENT DEED

THIS EASEMENT, dated this 22nd day of January, 1985, from the United States of America, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to Charles Robert Redford, also known as Robert Redford, and Lola V. Redford, husband and wife, of Utah County, State of Utah, Diamond Fork Property Owners Association, a Utah nonprofit Corporation, and Sundance Development Corporation, a Utah Corporation, and their respective successors and assigns hereinafter collectively called Grantee.

WITNESSETH

WHEREAS, 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 owned by the United States in the County of Utah, State of Utah, and administered by the Forest Service, Department of Agriculture.

NOW THEREFORE, Grantor, for and in consideration of a valuable benefit to the programs of the Secretary of Agriculture and received by Grantor, does hereby grant to Grantee an easement for use of a road and a crossing over the Diamond Fork River, whether existing or as constructed or reconstructed, over and across the following described lands in the County of Utah, State of Utah:

T. 9 S., R. 4 E., Salt Lake Base and Meridian, Section 2. Subdivided Lot 3 in Plat "A" Diamond Fork Seasonal Home Development.

Sylvia Redford

The location of the road and crossing is shown approximately on Exhibit A, attached hereto. Said easement shall be 50 on each side of the centerline with such additional width as required for accommodation and protection of cuts and fills. If the road and crossing are located substantially as described herein, the centerline of said road and crossing as constructed are hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

The grant is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, successors in interest, and assigns:

A. Except as hereinafter limited, Grantee shall have the right to use the road and crossing for all purposes deemed necessary or desirable by Grantee in connection with the protection, administration, management, and utilization of Grantee's lands and resources served by this road and crossing, now or hereafter owned or controlled, subject to such traffic control regulations and rules as Grantor may reasonably impose upon or require of other users of the road and crossing without unreasonably reducing the rights herein granted.

B. Grantee shall comply with all applicable State and Federal laws, and existing Executive Orders, and Federal rules and regulations.

C. The exercise of the rights granted shall be subordinate to any easement on said road and crossing subsequently granted by the United States to a public road agency for operation as a public highway.

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D. Any construction or reconstruction of the road and crossing to be used shall be in accordance with plans, specifications, and written stipulations approved by the Regional Forester prior to beginning such construction or reconstruction.

This easement is granted subject to the following reservations by Grantor, for itself, its permittees, contractors, and assignees:

1. The right to use the road and crossing for all purposes deemed necessary or desirable by Grantor in connection with the protection, administration, management, utilization of Grantor's lands or resources, now or hereafter owned or controlled.

2. The right alone to extend rights and privileges for use of the premises to other Government departments and agencies, states, and local subdivisions thereof, and to other users including members of the public; provided that such use shall be controlled by Grantor so as not unreasonably to interfere with Grantee's use of the road and crossing.

3. The rights to all timber now or hereafter growing on the right-of-way for the road, provided the Grantee shall have the right to cut timber to the extent necessary in accordance with construction stipulations.

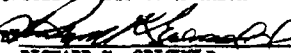
4. The right to relocate the road and crossing constructed on this easement to the extent necessary to accommodate the management needs of the National Forests. It is agreed that the centerline of this easement will shift to follow the centerline of the relocated road and crossing and will be accepted as the true centerline of the easement granted.

The grant of a right to use the road and crossing described in this easement does not abdicate the Grantor's right to maintain and Grantor recognizes its obligation to maintain the road and crossing in such manner so as to at least meet Utah County standards as of the date of this easement for Grantee's lands served by said road and crossing.

The Chief, Forest Service, may terminate this easement, or any segment thereof, (1) by consent of the Grantee, (2) by condemnation, or (3) by a determination to cancel after a five (5) year period of nonuse, after notification and opportunity for hearing as prescribed by law: provided the easement, or any segment thereof, shall not be terminated for nonuse so long as the road and crossing, or segment thereof is being preserved for prospective future use.

IN WITNESS WHEREOF, the Grantor, by its duly authorized representative, has executed this deed pursuant to the delegation of authority promulgated in Title 7 CFR 2.60 and 49 FR. 34283, dated August 29, 1984, on the day and year first above written.

UNITED STATES OF AMERICA


RICHARD K. GRISWOLD
Director,
Recreation and Lands
U.S. Dept. of Agriculture
Forest Service

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ACKNOWLEDGMENT

State of Utah)
County of DeWelle) ss

On this 23rd day of January, 19 85,
personally appeared before me, RICHARD K. GRISWOLD, Director, Recreation and
Lands, Region 4, U.S. Department of Agriculture, Forest Service, the signer of
the within instrument who acknowledged to me that he executed the foregoing
instrument, by duly delegated authority.

Susan Lykes
Notary Public
Residing in Orderville, Utah
My Commission Expires: 1-4-88



