SPECIAL WARRANTY

(CORPORATE FORM)

S-5766

S-3628

UTAH TITLE AND ABSTRACT COMPANY, Trustee, a corporation organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to

DOUGLAS E. BAGLEY

grantee

of Salt Lake City, County of Salt Lake, State of Utah for the sum of TEN DOLLARS and other good and valuable considerations the following described tract of land in Summit State of Utah:

County,

SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Entry No.	214990	
REQUEST OF L	TAH TITLE & ABSTRACT	
FEE \$ 7.00	ALAN SPRIGGS, SUMMIT CO. RECORDER By SUSAN RUFILL BY	4
RECORDED	1508 0 1983 at 1:43 h	ز

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name to be hereunto affixed by , A.D., 19 83 day of September its duly authorized officers this 9th

UTAH TITLE AND ABSTRACT COMPANY, Trustee

President

STATE OF UTAH,

County of Salt Lake

, 19 83 , personally appeared before me September On the 9th day of

EDWARD B. ROGERS

, who being by me duly sworn, did say that he

is the

PRESIDENT

of UTAH TITLE AND ABSTRACT COMPANY,

Trustee, a corporation, and that said instrument was signed in behalf of said corporation by authority of its by-laws (or by a resolution of its board of directors) and said

EDWARD B. ROGERS

acknowledges to me that said corporation

executed the same.

Wende Hanis Residing at:

Salt Lake City, Utah

Commission Expires:

DK. 285 MGE 471-3

EXHIBIT A

Lot 77, more particularly described as follows: BEGINNING at a point that is 5476.809 feet and due East 16,174.098 feet from the Northwest Corner of Section 18, Township 1 South, Range 5 East SLB&M, Summit County, Utah (said Northwest Corner bearing North 1°06'56" West from Southwest Corner and being the basis of bearing for this description).

Thence: South 50°03'36" West 1362.956 feet;

North 42° West 1157.534 feet to a point on the Southerly right-of-way

line of State Highe way 196;

along said right of way the following courses; Thence:

North 49°08' East 70.239 feet to a point of tangency with a 1195.916

foot radius curve:

Northeasterly along the arc of said curve to the left through a Thence:

central angle of 10°53'18", a distance of 227.269 feet;

North 38°14'42" East 298.299 feet to a point of tangency with a Thence:

5679.578 foot radius curve:

Thence: Northeasterly along the arc of said curve to the right through a

central angle of 4°26'51", a distance of 440.873 feet;

North 42°41'33" East 487.069 feet;

Thence: Leaving said right-of-way South 35°45'43" East 1383.751 feet to

the point of BEGINNING.

EXHIBIT "B"

SUBJECT to easements, restrictions and rights of way appearing of record or enforceable in law and equity.

LIMITED TO SURFACE RIGHTS ONLY. No mineral or oil rights are being conveyed.

SUBJECT TO the right of Summit County to reassess the tax assessment on said property in accordance with Secs. 59-5-86 105 UCA 1953 as disclosed by that certain Annual Application for Assessment and Taxation of Agricultural Land 1969 Farmland Assessment Act.

GRANTOR HEREIN reserves unto itself and/or its assigns and beneficiaries all of those Covenants and Conditions as set forth in that certain Warranty Deed dated April 3rd, 1978, by and between TRACY LAND AND LIVESTOCK COMPANY, Grantor, and UTAH TITLE AND ABSTRACT COMPANY, TRUSTEE, Grantee, recorded April 5th, 1979, in Book M 130, at Pages 682-685, as Entry No. 154706, of Official Records of Summit County, Utah, and recorded April 6th, 1979, in Book 124, at Pages 589-592, as Entry No. 116016, of Official Records of Wasatch County, Utah.

The right remains with the Grantor or assigns for livestock grazing purposes until the Grantee fences property to keep out all livestock. The responsibility for maintaining said fence shall be Grantees, as per prior contractural agreement.