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 KATIE L. DIXON
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CO COMMISSION CLERK
 REC BY: KARMA BLANCHARD, DEPUTY

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FOREST ROAD AND TRAIL ACT
 PUBLIC ROAD EASEMENT

THIS EASEMENT, dated this 25th day of June, 1991, from the UNITED STATES OF AMERICA, acting by and through the Forest Service, Department of Agriculture, hereinafter called Grantor, to SALT LAKE COUNTY, 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. 532-536), for a road over certain lands or assignable easements owned by the United States in the County of Salt Lake, 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 SALT LAKE, 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.

The right-of-way is shown and specifically described on the plat attached hereto and made a part hereof.

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 Regional Forester 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 also shall 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 there under 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, 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 of 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: George A. Olson
GEORGE A. OLSON
Director, Recreation and Lands
U.S. Department of Agriculture
Forest Service

ACKNOWLEDGEMENT

STATE OF Utah)
COUNTY OF Wasatch)^{SS}

On this 25th day of March, 19 91, personally appeared before me, GEORGE A. OLSON, Director, Recreation and Lands, Intermountain Region, Forest Service, U.S. Department of Agriculture, the signer of the within instrument, who acknowledged to me that he executed the foregoing instrument, by duly delegated authority.

Susan Bybee
Notary Public for the State of Utah
Residing in Cedar, Utah
My commission expires 11-12-91

APPROVED AS TO FORM
Salt Lake County Attorney's Office
By: [Signature]
Deputy County Attorney
Date: 4-24-91

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EXHIBIT A

**PUBLIC ROAD EASEMENT
MILL CREEK ROAD**

Description

This easement shall follow the centerline of the Mill Creek Road, as built and as shown on the attached maps, and include a width of 33 feet either side of the road centerline. This easement contains three parcels, as follows:

Parcel 1

Beginning at the National Forest Boundary on the West section line of the of Section 31, T. 1 S., R. 2 E., at a point approximately 2206 feet South of the NW section corner of said section 31; thence easterly approximately 0.5 miles to the West property boundary of a private inholding in the S1/2NE1/4 of said Section 31, that point being approximately 630 feet North of the SW corner of the NE1/4 of said Section 31.

Parcel 2

Beginning at a point on the Northern boundary of a private inholding on the Northern Section line of Section 32, T. 1 S., R. 2 E., said point being also the Southern line of Section 29, T. 1 S., R. 2 E., that point being approximately 1191 feet West of the SE corner of said Section 29; Thence Easterly approximately 0.7 miles to a point on the West property line of a private inholding in the SW1/4SE1/4 of Section 28, T. 1 S., R. 2 E., that point being approximately 238 feet North of the SW corner of the SE1/4 of said Section 28.

Parcel 3

Beginning at a point on the Eastern boundary of a private inholding in the SW1/4SE1/4 of Section 28, T. 1 S., R.2 E., that point being approximately 595 feet North of the SW corner of the SE1/4SE1/4 of said Section 28; Thence Easterly approximately 4.9 miles to the Eastern Section line of Section 31, T. 1 S., R. 3 E., that point being approximately 675 feet North of the SE corner of Section 31, T. 1 S., R. 3 E.