

WHEN RECORDED MAIL TO:

Director of Lands & Minerals
USDA Forest Service
324 25th Street
Ogden, UT 84401
(801) 625-5163

ENT 77522:2015 PG 1 of 4
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Aug 25 10:51 am FEE 16.00 BY CLS
RECORDED FOR USDA FOREST SERVICE

ENT 80884:2015 PG 2 of 5

(Nu Skin International, Inc.)

EASEMENT

This **EASEMENT** is dated this 20 day of August, 2015, from **NU SKIN INTERNATIONAL, INC., a Utah corporation**, hereinafter called "**GRANTOR**," whose address is 75 West Center Street, Provo, UT 84601; to the **UNITED STATES OF AMERICA**, hereinafter called "**GRANTEE**," whose address is Washington, DC 20013.

WITNESSETH:

Grantor, for and in consideration of a *Partial Termination of Agreement Creating Private Alley*, received by Grantor, does hereby grant to Grantee and its assigns, subject to existing easements and valid rights, a perpetual non-exclusive easement for vehicular ingress and egress (but not parking) over and across a road along and across a strip of land, hereinafter defined as the "premises," over and across the following described lands in the County of Utah, State of Utah, to wit:

Salt Lake Meridian

JB 8-17-2015
Checked as to price, acreage, description, and condition of easement and found to be correct.

T. 7 S., R. 2 E.,

Sec. 12, a portion of Block 46, Plat "A", Provo City Survey, in the NE1/4, more particularly described by Survey as follows:

BEGINNING at a point on the west line of that certain right-of-way, as described in the *Agreement Creating Private Alley*, dated November 10, 1911, recorded December 7, 1911, as Entry No. 4867, Utah County Recorder's Office. Said point being located N. 89°39'00" W., along the centerline of 100 South Street 153.08 feet and S. 0°21'00" W., 198.16 feet from the street monument at the intersection of 100 West and 100 South Streets (Basis of Bearing: N. 0°18'34" E., along the centerline of 100 West Street from the street monument at the intersection of 100 West and 100 South Streets to the street monument at the intersection of 100 West and Center Streets); thence S. 0°19'00" W., 24.00 feet; thence N. 89°39'24" W., 206.83 feet; thence S. 86°20'33" W., 29.74 feet; thence N. 89°39'24" W., 51.35 feet to the east line of 200 West Street; thence N. 0°19'08" E., along the east line of 200 West Street 24.00 feet; thence S. 89°39'24" E., 50.52 feet; thence N. 86°20'33" E., 29.74 feet; thence S. 89°39'24" E., 207.65 feet to the **POINT OF BEGINNING**.

Containing 0.16 acre (approximately 6,910 square feet), more or less.

The word "premises" when used herein means said strip of land, whether or not there is an existing road located thereon. Except where it is defined more specifically, the word "road" shall mean road(s) now existing or hereafter constructed on the premises or any segment of such road(s).

Said premises shall be 24 feet in width, 12 feet on each side of the centerline. If the road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the premises granted. If any subsequent survey of the road shows that any portion of the road, although located substantially as described, crosses lands of the Grantor not described herein, the easement shall be amended to include the additional lands traversed; if any lands described herein are not traversed by the road as constructed, the easement traversing the same shall be terminated in the manner hereinafter provided.

The location of the premises is shown on **EXHIBIT A**, attached hereto and made a part hereof, and labeled "**24' ACCESS EASEMENT TO BE GRANTED.**" The sole purpose for which such easement may be used is for vehicular ingress and egress (but not parking) to and from the real property currently owned by Grantee and 200 West Street.

This easement is made subject to the following terms, provisions, and conditions applicable to Grantee, its permittees, contractors, and assigns:

Except as hereinafter limited, Grantee shall have the right to use the road on the premises, without cost, for all purposes deemed necessary or desirable by Grantee in connection with vehicular ingress and egress to and from Grantee's property and 200 West Street.

This easement is granted subject to the following reservations by the Grantor, for itself, its permittees, contractors, assigns, and successors in interest:

1. The right to use the existing road described herein for all purposes deemed necessary or desirable by Grantor in connection with its property.
2. The right to cross and re-cross the premises and road at any place by any reasonable means and for any purpose in such manner as will not interfere unreasonably with the use of the road.

If the Regional Forester determines that all or any portion of the easement granted hereby is no longer needed, the easement, or any such portion(s) thereof shall terminate. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to Grantor or its successors or assigns in interest.

The acquiring agency is the U.S. Department of Agriculture, Forest Service.

IN WITNESS WHEREOF, the Grantor has caused this Instrument to be executed by its duly authorized officer on the day and year first above written.

NU SKIN INTERNATIONAL, INC.,
a Utah corporation

By: *D. Matthew Dorny*
D. MATTHEW DORNY
Vice-President

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } ss

On this 20th day of August 2015, before me, *Jennifer L. Smith*, a Notary Public in and for said State, personally appeared **D. MATTHEW DORNY**, known to me to be the **Vice-President** of **NU SKIN INTERNATIONAL, INC., a Utah corporation**, that executed the same instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year written above.



Jennifer L. Smith
Notary Public for the State of Utah
Residing at: Provo UT
My Commission Expires: 10/4/2018

JB

