

2 Bob MORRIS
1636 W. North Temple
S.C., Utah 84116

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Utah Parks & Recreation
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QUITCLAIM DEED

THIS DEED, made as of the 11th day of May 1989, between UNION PACIFIC RAILROAD COMPANY, a Utah corporation ("Grantor") and STATE OF UTAH, DIVISION OF PARKS AND RECREATION ("Grantee").

ALAN SPRIGGS
SUMMIT COUNTY RECORDER
REC'D BY BAUC

WHEREAS, Grantor has received authority from the Interstate Commerce Commission in Docket No. AB 33 (Sub-No. 55) to discontinue operation over a portion of its trackage in Utah, including its Park City and Ontario Branch lines located in Summit and Wasatch Counties. As part of the authorization served February 13, 1989, as modified on March 15, 1989, the Commission imposed an interim trail use/rail banking condition pursuant to 16 U.S.C. § 1247(d) on the segment of trackage between milepost -0.2 near Echo and milepost 26.88 near Park City and between milepost 0.0 near Keetley Junction and milepost 2.5 near Phoston. As a result of this authorization, and pursuant to a line sale contract among A & K Railroad Materials, Inc., Grantor and Grantee, A & K agreed to donate all of its right, title and interest in and to the underlying realty beginning at Grantor's Echo Junction at milepost 0.5165 to milepost 26.88 near Park City and from milepost 0.0 near Keetley Junction to milepost 2.5 near Phoston. Grantor now executes this Quitclaim Deed and Grantee agrees to accept the conveyance pursuant to the Interstate Commerce Commission order and 16 U.S.C. § 1247(d).

NOW, THEREFORE, Grantor in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto the Grantee, whose address is 1636 West North Temple, Salt Lake City, Utah 84116 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real property only of that portion of Grantor's Park City and Ontario Branch Lines located in Summit and Wasatch Counties, State of Utah constituting a continuous corridor beginning at Grantor's Echo Junction at Milepost 0.5165 to Milepost 26.88 at the east/west center line of Section 9, Township 2 South, Range 4 East, near Park City, Utah, and from Milepost 0.0 near Keetley Junction to milepost 2.5 near Phoston, Utah, aggregating a total distance of 29.5 miles, as more

ENTRY NO. 149235 DATE 7-3-89 TIME 2:21 FEE -0-
RECORDED FOR UTAH PARKS & RECREATION BOOK 209 PAGE 582-590
RECORDER JOE DEAN HUBER BY JOE DEAN HUBER

particularly described in Exhibit A, hereto attached and hereby made a part hereof.

This deed is made SUBJECT to the following:

- (a) That certain Mineral Deed dated as of April 1, 1971, from Union Pacific Railroad Company to Union Pacific Land Resources Corporation wherein Union Pacific Railroad Company conveyed all its right, title and interest in and to all minerals and mineral rights of every kind and character now known to exist or hereafter discovered in and underlying the land described in Exhibit A hereto attached, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of, said minerals by any means or methods suitable to Union Pacific Land Resources Corporation, its successors and assigns, but without entering upon or using the surface of said land, and in such manner as not to damage the surface of said land or to interfere with the use thereof by Union Pacific Railroad Company, its successors and assigns; PROVIDED, that if the mining, exploration or related activities or operations by Union Pacific Land Resources Corporation, or its successors or assigns, result in cost or expense to the Grantee in connection with Grantee's ownership or operation of the property, said cost and expense shall be paid to Grantee within 15 days of receipt by the mineral interest owner(s) of a notice of the cost or expense; and provided further that in the event that such mining operations unreasonably interfere with Grantee's use of the property, Union Pacific Land Resources Corporation, or its respective successors and assigns, shall bear all reasonable costs that may be incurred by the Grantee in order to facilitate the activities of Union Pacific Land Resources Corporation.
- (b) All taxes and all assessments levied upon or assessed against the premises described in Exhibit A for any period of time prior to and including the date of this deed shall be payable by the Grantor; all taxes and all assessments levied upon or assessed against the premises described in Exhibit A for any period of time after the date of this deed shall be payable by the Grantee; and the Grantee assumes and agrees to pay, or to reimburse the Grantor for, if paid by it, all such taxes and

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assessments for the period of time after the date of this deed.

- (c) All other conditions, restrictions, covenants, reservations, easements, superior rights and encumbrances affecting the property described in Exhibit A, whether recorded or unrecorded.

THIS QUITCLAIM IS MADE ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR NATURE WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF SAID REAL ESTATE AND/OR ANY BRIDGES, AND CULVERTS THAT MAY BE SITUATED THEREON, AND GRANTEE HEREBY SPECIFICALLY WAIVES ANY IMPLIED WARRANTIES PROVIDED FOR BY UTAH LAW (IF ANY), INCLUDING ANY AND ALL WARRANTIES AGAINST VICES OR DEFECTS OR WARRANTIES REGARDING FITNESS FOR ANY PARTICULAR USE OR PURPOSE WHATSOEVER.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging; TO HAVE AND TO HOLD, subject to the aforesaid provisions, the property described in Exhibit A unto the said Grantee and unto its successors and assigns.

AND WHEREAS, Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed wherein and whereby the Railroad Company conveyed to The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land described in Exhibit A; and

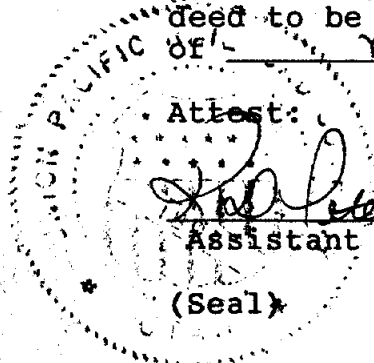
WHEREAS, The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby The Chase Manhattan Bank became successor to The Chase National Bank of the City of New York as Trustee of such mortgage, and on September 23, 1965, The Chase Manhattan Bank was converted into The Chase Manhattan Bank (National Association) and its name changed thereto without affecting the continuity of its business or corporate existence. Such bank is hereinafter referred to as The Chase Manhattan Bank.

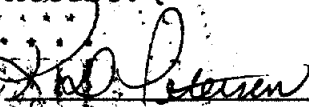
NOW THEREFORE, Know All Men By These Presents, that THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM, subject, however, to the provisions aforesaid, unto the Grantee, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described in Exhibit A, to be held by the Grantee free and exempt from all liens,

encumbrances and charges of such mortgage deed of the first day of June, 1940.

This deed is executed by the Trustee without covenant or warranty, express or implied, and without recourse against it in any event. The Recitals herein contained are made upon representation of the Grantor and the Trustee assumes no responsibility therefor.

IN WITNESS WHEREOF, the Grantor, UNION PACIFIC RAILROAD COMPANY, and THE CHASE MANHATTAN BANK, Trustee under mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its part as of the 11th day of May, 1941.



Attest:

Assistant Secretary

(Seal)

UNION PACIFIC RAILROAD COMPANY,

By 
Vice President-Operation

Attest:

Assistant Secretary

(Seal)

THE CHASE MANHATTAN BANK
(National Association), Trustee

By 
Vice President

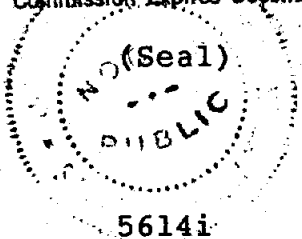
STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 6th day of June, 1987, before me, a Notary Public in and for said County in the State aforesaid, personally appeared ANN L EDMONDS, to me personally known, and to me personally known to be a Vice President of THE CHASE MANHATTAN BANK (National Association), and to be the same person whose name is subscribed to the foregoing instrument, and who, being by me duly sworn, did say that he is a Vice President of The Chase Manhattan Bank (National Association); that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said ALBERT P. MALI JR. acknowledged said instrument to be his free and voluntary act and deed, and the free and voluntary act and deed of said corporation, by it voluntarily executed, for the uses specified therein.

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

My commission expires 15 DECEMBER 1990

JERONIMO M. COLLACO
Notary Public, State of New York
No. 41-4880257
Qualified in Queens County
Certificate Filed in New York County
Commission Expires December 15, 1990



J. M. Collaco
Notary Public

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SUMMIT AND WASATCH COUNTIES, UTAH
EXHIBIT "A"

All right, title and interest in and to the rights-of-way, trackage, facilities and appurtenances of the Park City Branch of the Union Pacific Railroad Company in Summit County, Utah, in, over and across the legal subdivisions identified as follows:

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
NW $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$	30	3 N.	5 E.	Salt Lake
SW $\frac{1}{2}$	29	"	"	"
NE $\frac{1}{2}$ NW $\frac{1}{2}$, NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$	32	"	"	"
SW $\frac{1}{2}$ SW $\frac{1}{2}$	33	"	"	"
E $\frac{1}{2}$ E $\frac{1}{2}$	5	2 N.	"	"
SW $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$	4	"	"	"
NE $\frac{1}{2}$, SE $\frac{1}{2}$	8	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$	17	"	"	"
W $\frac{1}{2}$ SW $\frac{1}{2}$	16	"	"	"
W $\frac{1}{2}$ W $\frac{1}{2}$	21	"	"	"
N $\frac{1}{2}$ NW $\frac{1}{2}$, SE $\frac{1}{2}$ NW $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$	28	"	"	"
E $\frac{1}{2}$ NW $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$	33	"	"	"
E $\frac{1}{2}$ NW $\frac{1}{2}$, E $\frac{1}{2}$ SW $\frac{1}{2}$	4	1 N.	"	"
E $\frac{1}{2}$ NW $\frac{1}{2}$, SW $\frac{1}{2}$	9	"	"	"
W $\frac{1}{2}$ NW $\frac{1}{2}$	16	"	"	"
SE $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ SE $\frac{1}{2}$, SW $\frac{1}{2}$ SE $\frac{1}{2}$	17	"	"	"
NW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{2}$	20	"	"	"
E $\frac{1}{2}$ NE $\frac{1}{2}$, SW $\frac{1}{2}$ NE $\frac{1}{2}$, S $\frac{1}{2}$ NW $\frac{1}{2}$, NW $\frac{1}{2}$ SW $\frac{1}{2}$	19	"	"	"

<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>
SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	24	1 N.	4 E.	Salt Lake
N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	25	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$	26	"	"	"
N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$	35	"	"	"
W $\frac{1}{2}$ W $\frac{1}{2}$	2	1 S.	"	"
SE $\frac{1}{4}$ SE $\frac{1}{4}$	3	"	"	"
W $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$	11	"	"	"
E $\frac{1}{2}$ SE $\frac{1}{4}$	10	"	"	"
E $\frac{1}{2}$ E $\frac{1}{2}$	15	"	"	"
NE $\frac{1}{4}$ NE $\frac{1}{4}$	22	"	"	"
W $\frac{1}{2}$ W $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$	23	"	"	"
E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	26	"	"	"
W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$	35	"	"	"
N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$	2	2 S.	"	"
S $\frac{1}{2}$ SE $\frac{1}{4}$	3	"	"	"
NW $\frac{1}{4}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$	10	"	"	"
NE $\frac{1}{4}$	9	"	"	"

Also, all that portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 25, T. 3 N., R. 4 E. of the Salt Lake Meridian in Summit County, Utah, that lies southerly of a line concentric with and 100.0 feet distant southerly, measured radially, from the centerline of the original main track of the Main Line of the Union Pacific Railroad Company, as formerly constructed and operated.

Also, all right, title and interest in and to the rights-of-way, trackage, facilities and appurtenances of the Ontario Branch of the Union Pacific Railroad in Summit and Wasatch Counties, Utah, in, over and across the legal subdivisions identified as follows:

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<u>Subdivision</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>	<u>Meridian</u>	<u>County</u>
E $\frac{1}{2}$ NE $\frac{1}{2}$	2	2 S.	4 E.	Salt Lake	Summit
SW $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$, SE $\frac{1}{2}$ NE $\frac{1}{2}$	1	"	"	"	Summit and Wasatch
SW $\frac{1}{2}$ NW $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{2}$	6	"	5 E.	"	Wasatch

Also, all that portion of the SE $\frac{1}{2}$ SW $\frac{1}{2}$ of Section 6, T. 2 S., R. 5 E. of the Salt Lake Meridian in Wasatch County, Utah, that lies north of the north lines of that certain strip of land heretofore conveyed by Union Pacific Railroad Company to H. Glenn Austin, et ux., by Quitclaim Deed dated December 26, 1984, recorded in the Records of said Railroad Company as UPLS DA No. 6022.

Office of Contracts and Real Estate
Omaha, Nebraska
March 8, 1989

Recorder's Note:

No Printed Matter
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