

EASEMENT DEED

THIS DEED, Made this 10th day of December, A.D. 1958, between HARRY S. CRAGUN and MARY EKBERG, individuals of Solano County, California and FERN MC CLEERY, an individual of Los Angeles County, California, parties of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a Delaware corporation, party of the second part:

WITNESSETH: That the parties of the first part, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable considerations to the said parties of the first part, paid by the said party of the second part, the receipt of which is hereby confessed and acknowledged, has granted and by these presents does grant unto the said party of the second part, its successors and assigns forever, the right, privilege and easement to construct, maintain and operate a microwave repeater station and all appurtenant structures and facilities thereof, on the following described property to-wit:

A square tract of land within the southeast quarter of Section 13, Township 7 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah, described as follows:

Beginning at a point 3261 feet south and 916 feet west from the northeast corner of said Section 13; thence south 300 feet; thence west 300 feet; thence north 300 feet; thence east 300 feet to the point of beginning containing 2.07 acres, more or less, together with the right to construct, maintain and use a 20 foot wide roadway leading from the aforementioned site generally in an easterly and southerly direction to an existing open road which commences near the southeast corner of said Section 13 and extends easterly therefrom.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, whether in law or equity, in and to the easement herein and hereby granted to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

The permanent removal by the party of the second part, its successors or assigns, of the aforementioned microwave repeater station shall terminate this easement.

The party of the second part agrees to indemnify and hold harmless the parties of the first part against any and all claims that may be made against parties of the first part by reason of the easement herein conveyed.

IN WITNESS WHEREOF, the said parties of the first part have here-
unto set their hand and seal the day and year first above written.

Harry S. Cragun
Harry S. Cragun

Mary Ekberg
Mary Ekberg

Fern McCleery
Fern McCleery

STATE OF CALIFORNIA)
) ss.
COUNTY OF SOLANO)

The within and foregoing instrument was acknowledged before me
this 10th day of December, A.D. 1958, by HARRY S CRAGUN.

My commission expires Feb 21 - 1961

Witness my hand and official seal.



Francis Sweeney
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF SOLANO)

The within and foregoing instrument was acknowledge before me
this 10th day of December, A.D. 1958, by MARY EKBERG.

My commission expires Oct 21 - 1961

Witness my hand and official seal.



Francis Sweeney
Notary Public

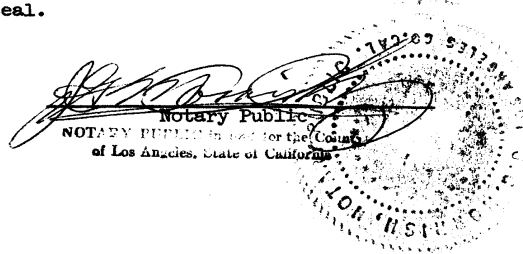
Sawha
GENERAL ATTORNEY

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

The within and foregoing instrument was acknowledged before me
this 16th day of December, A.D. 1958, by FERN MC CLEERY.

J. G. MORRISH
My commission expires My Commission Expires August 15, 1959

Witness my hand and official seal.



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STATE OF UTAH) ss
COUNTY OF KANE)
FILED)
APR 13 11 49 AM '59

IN BOOK 609 OF RECORD
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RUTH EAMES OLSEN
COUNTY RECORDER

Ruth E. Olsen

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