

2352762

BOOK 2904 PAGE 240

OCT 2 - 1970

Recorded _____ at _____ m.
 Request of L. H. Shering
 Fee Paid MINOR COUNTY CLERK
 Recorder, Salt Lake County, Utah
 \$ 3.00 By [Signature] Deputy
 Ref. 1531 Stout St., Denver Colo
80707

EASEMENT DEED

THIS DEED, Made this 4th day of August, 1970, between ZIONS SECURITIES CORPORATION, a corporation of the State of Utah, party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a Delaware corporation, party of the second part:

WITNESSETH, that the party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) to the party of the first part paid by the party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted and by these presents does grant unto the party of the second part, its successors and assigns, the right, privilege and easement to construct, operate and maintain standard gauge railroad spur tracks upon a strip of land being the property of the party of the first part situate, lying and being in the County of Salt Lake, State of Utah, and described as follows:

Beginning at a point South 89°57' West 1854.43 feet and North 0°03'14" East 263.28 feet and North 89°56'46" West 5.00 feet and West 861.03 feet from the Northeast corner of Section 26, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 10.00 feet; thence South 1°38' East 1135.58 feet; thence North 83°16' West 10.10 feet; thence North 1°38' West 1537.11 feet; thence along the arc of a curve to the right of radius 329.62 feet a distance of 383.67 feet (the chord of said arc bears North 31°42'43" E. 362.37 feet) to the southerly line of existing railroad right of way; thence North 89°26'30" East along said southerly line 60.36 feet; thence along the arc of a curve to the left of radius 309.62 ft. a distance of 415.67 feet (the chord of said arc bears South 36°49'37" West 385.15 feet); thence South 1°38' East 403.28 feet to the point of beginning.

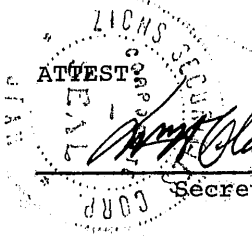
Description Correct
[Signature]
 Design Engineer

This easement is granted upon the express condition that in the event of abandonment of all or any part of same for said use, this easement shall cease and terminate with respect to that part or portions of said described property so abandoned, and said property so abandoned shall be freed from the burden of said easement.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges 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 granted to the only proper use, benefit, and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the said party of the first part has caused their names to be hereunto subscribed, the day and year first above written.

ZIONS SECURITIES CORPORATION

ATTEST

Wm H. Clawson
Secretary

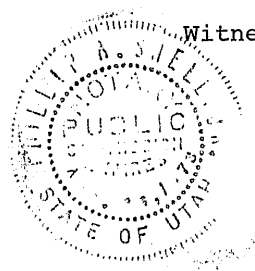
By J. Howard Dunn
Vice-President

STATE OF UTAH)
) ss.
SALT LAKE COUNTY)

The foregoing instrument was acknowledged before me this 19th day of August, 1970 by J. Howard Dunn, ^{Vice-}as President and Wm H. Clawson, as Secretary of ZIONS SECURITIES CORPORATION, a corporation of the State of Utah.

My notarial commission expires Aug. 26, 1973.

Witness my hand and official seal.


PHILLIP R. SHELL
NOTARY PUBLIC
STATE OF UTAH

Phillip R. Shell
Notary Public