

Entry No 10494.

THIS DEED, made this 29th day of July, in the year of our Lord one thousand nine hundred and twelve, between UTAH FUEL COMPANY, a corporation of the State of New Jersey (hereinafter called the Fuel Company), party of the first part, and the DENVER AND RIO GRANDE RAILROAD COMPANY, a corporation of the States of Utah and Colorado (hereinafter called the Railroad Company), party of the second part, WITNESSETH:

That the said Fuel Company, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Railroad Company, the receipt whereof is hereby confessed and acknowledged, and of other good and valuable considerations, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said Railroad Company, its successors and assigns, forever, all the following described property, easements and rights situated in the County of Carbon, State of Utah, to-wit:

A perpetual and exclusive easement for railroad right of way, including a strip of land fifty (50) feet wide, being twenty-five (25) feet on each side of the center of the main railroad line of the Railroad Company's Sunnyside Branch as said branch is now constructed and operated, across Sections Five (5) and Six (6), in Township Fifteen (15) South, Range Fourteen (14) East, and across Section Thirty-two (32) in Township Fourteen (14) South, Range Fourteen (14) East of the Salt Lake Meridian, through the railroad yards at Sunnyside, in Carbon County, Utah, said center line being more particularly described as follows, to-wit:

Beginning at a point on the west boundary line of the Northeast quarter of the Southwest quarter of section 5, about 1320 feet east and about 1500 feet north from the Southwest corner of said Section 6; thence north ~~71° 27'~~ east, 4012 feet, more or less; thence on a 6° curve to the left, 823 feet; thence North 17° 47' East about 2395 feet; thence on a ~~33° 10'~~ 10° curve to the right, 450 feet; thence North 62° 47' East about 1152 feet; thence on a curve 12° to the left, 590 feet; thence North 15° 59' East 425 feet, thence on a 10° curve to the left, 390 feet; thence North 25° 01' East 191 feet; thence on a 12° 26' curve to the right, 100 feet; thence North 10° 25' East 364 feet, more or less, to the end of track at a point in the Southwest quarter of the Northeast quarter of said Section 32 about 2970 feet North and 25 feet East of the South quarter corner of said Section 32; together with the right to maintain necessary roadbed slopes therefor and for any spurs or side-tracks as now existing or that may be ^{hereafter} constructed within the limits of said described 50 foot wide strip wherever such slopes may project outside of or beyond said limits.

Also a perpetual and exclusive easement for right of way of sufficient width for the convenient operation of the cars and trains of the Railroad Company, and for the clearance of cars and locomotives:

(1) For a certain sidetrack connecting with the above described main line at a point about 300 feet northerly from the Railroad Company's depot building in the Northwest quarter of the Southeast quarter of the aforesaid Section 32, and extending thence on the easterly side of said depot building in a southerly and southwesterly direction and on the southeasterly side of ~~the~~ said main line through said Section 32, with various other tracks situated and lying between said sidetracks and said main line;

(2) For a railroad way connecting with the last above described sidetrack in the South half of the Southwest quarter of said Section 32, with the stem of said way extending southeasterly to a point about 235 feet east and 445 feet south from the North quarter section corner of said Section 5;

(3) For a certain sidetrack connecting with said main line at a point about 665 feet North from the South line of said Section 32, and extending thence southwesterly and southerly on the westerly side of the Fuel Company's coke ovens in the West half of the Northwest quarter of said Section 5, and into the Southeast quarter of the Northeast quarter of said Section 5, together with ~~all~~ other tracks situated and lying between said last described sidetrack and said main line, the same serving the said coke

Also the right, privilege and easement to construct, maintain and operate other and additional spurs and sidetracks, with necessary roadbeds and appurtenances, as the same now exist or may hereafter be required for the proper and convenient handling of the Railroad Company's shipments to or from the coal mines or coke ovens of the Fuel Company served at and within the said railroad yards.

Reserving, however, to the Fuel Company, the ownership of all coal, oil or minerals underlying the above described strip of ground, or underlying any of said tracks above-mentioned, with the right of mining and extracting the same, provided that such mining is done without injuring the stability of the ground surface or rendering the same unsafe for railroad purposes; also reserving to the Fuel Company the right to maintain any buildings or structures belonging to said Fuel Company now located upon any portion of the above described premises.

TOGETHER ALSO with all and singular the hereditaments and appurtenances belonging or in any way appertaining to the property hereinabove conveyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim and demand whatsoever of the Fuel Company either in law or of equity of, in or to the above bargained property and premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said property and the premises above bargained and described, with the appurtenances, unto the Railroad Company, the said party of the second part, its successors and assigns, forever.

And the said Fuel Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the Railroad Company, party of the second part, its successors and assigns, the above bargained premises in the quiet and peaceable possession of the Railroad Company, party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under the Fuel Company, party of the first part, the said Fuel Company, party of the first part, shall and will warrant and forever defend.

IN WITNESS WHEREOF, said party of the first part has caused its corporate name to be hereunto subscribed, and these presents to be signed by its President, and has caused its corporate seal to be hereuntoaffixed, attested by its Secretary, the day and the year first above written.

UTAH FUEL COMPANY,
By E. T. Jeffery
President.

ATTEST

S. J. Mathews
Secretary.

State of New York,)
 ss.
County of New York,)

On the 3d day of August, 1913, personally appeared before me E. T. Jeffery, and being by me duly sworn, did say that he is the President of the Utah Fuel Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said E. T. Jeffery acknowledged to me that said corporation executed the same.

Witness my hand and official seal the day and the year above written.

My commission expires March 30 1914