

THIS DEED, Made this 13th day of June, in the year of our Lord one thousand nine hundred and twenty-eight, between the UTAH FUEL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the first part, and THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, party of the second part: WITNESSETH, That,

The said party 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 party of the first part in hand made by the said party of the second part, the receipt whereof 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, operate and maintain a standard gauge railroad track extension with necessary road bed and appurtenant structures upon and along the following described center line:

Description approved

Arthur Ridgway Chief Engineer

Description Correct

Hugh E. Gleason Chief Engineer

Beginning at a point in the center line of the present operated main track of the Sunnyside Branch of The Denver and Rio Grande Western Railroad Company at Sunnyside, Carbon County, Utah, 704 feet northerly measured along said track from the produced northerly end line of the Depot Building at said town, said point being about 70 feet South and 100 feet East from the center of Section 33, Township 14 South, Range 14 East, Salt Lake Base and Meridian; thence North 14°33' West, 309 feet; thence on curve to right with radius of 575.7 feet a distance of 265 feet; thence North 10°35' East 1023 feet to end of proposed track extension, all within the northeast quarter of the southwest quarter, the southeast quarter of the northwest quarter and the west half of the northeast quarter of said Section 33.

The permanent removal by the Grantee, its successors or assigns, of any portion or all of said trackage, shall terminate this easement with respect to any portion so removed.

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, either 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, IN WITNESS WHEREOF, THE Utah Fuel Company has caused these presents to be duly executed by its President and its corporate seal to be hereunto affixed and attested by its Secretary as of the day and year first above written.

(SEAL)

UTAH FUEL COMPANY

ATTEST:

By Theo C. Keller President.

E. A. Greenwood Secretary.

STATE OF UTAH,)
COUNTY OF SAID LANDS.) ss.

On the 14th day of August, A.D. 1928, personally appeared before me Theo C. Keller who, being by me duly sworn, he say that he is the President of the Utah Fuel Company, and that said instrument was signed in behalf of said corporation by authority of its by-laws and said Theo C. Keller acknowledged to me that said corporation executed the same.

(SEAL)

H. J. Birch Notary Public Residence, Salt Lake City, Utah
Recorded Sept 18, 1928 at 10 A. M.

My commission expires Oct. 31, 1930.

(Form approved E. H. Clark, Executive approved E. H. Clark, Gen. Attorney.

W. J. [Signature] County Recorder.