

Beginning at a point in the northeasterly right of way line of The Western Pacific Railroad Company 100.0 feet northeasterly measured at right angles from a point in the center line of the Tooele Branch of the Western Pacific Railroad Company distant thereon South 23° 36' East 2904.0 feet from Mile Marker No. 2; thence from said point of beginning South 66° 24' West 200.00 feet to a point in the southwesterly right of way line of The Western Pacific Railroad Company crossing the center line of said Tooele Branch at Engineer's Station 591 / 50;

on the condition subsequent that the second party shall forthwith close the existing road crossing of the Tooele Branch of first parties located 300 feet northwesterly of Mile Marker 2 of said Tooele, Branch, and install adequate barricades or fences to prevent the use of said crossing.

In the event the property herein described or any part thereof shall ever cease to be used for the purpose provided in this deed, said easement, or such part thereof as shall have ceased to be so used, and all right, title and interest of said second party, its successors or assigns, therein shall revert to first parties, their successors or assigns.

This instrument is subject to all valid and existing contracts, leases, liens, encumbrances or claims of title which may affect the said property herein described, and the word "grant" as used herein shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF, first parties have executed these presents this 5th day of November, 1942.

T.M. Schumacher /s/

Sidney M. Ehrman /s/
Trustees in Reorganization of
THE WESTERN PACIFIC RAILROAD COMPANY,

By Charles Elsey /s/
Their Agent

STATE OF CALIFORNIA,)
City and County of San Francisco) ss.

On this 6th day of November, 1942, before me, Mary N. Wickerskam, a Notary Public in and for the said City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared CHARLES ELSEY, known to me to be the person whose name is subscribed to the within instrument as the Agent of T.M. SCHUMACHER and SIDNEY M. EHRMAN, Trustees in Reorganization of THE WESTERN PACIFIC RAILROAD COMPANY, and acknowledged to me that he subscribed the names of T.M. SCHUMACHER and SIDNEY M. EHRMAN as such Trustees thereto, as principals, and his own name as Agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal at my office in the said City and County of San Francisco the day and year in this certificate first above written.

(NOTARY SEAL)

Mary N. Wickerskam /s/
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California.

My Commission expires _____
My Commission expires November 23,
1944.

#215918
Recorded at the request of County Clerk, Nov. 23-1942, at 4:45 P.M.

EPM COUNTY RECORDER

Hoosu-1
7-40
\$10.00
G.E. Welsh, Division Attorney
By A.A. Sargent /s/
Asst. Div. Atty.

RECEIVED OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING #####TEN##### Dollars, in consideration of which the undersigned hereby grant and convey unto said Company, its associated and allied companies, its and their respective successors, assigns, lessees and agents, a right of way and easement to construct, operate, maintain, replace and remove such communication systems as the grantees may from time to time require, consisting of under-ground cables, wires, conduits, manholes, drains and splicing boxes, and surface testing-terminals, repeaters and markers, and other appurtenances, upon, over and under a strip of land one rod wide across the land which the undersigned own or in which the undersigned have any interest in the Northeast quarter of the Southeast quarter of Section 23, Township 1 South, Range 7 West, of S.L.B. & M., County of Tooele and State of Utah together with the following rights: Of ingress and egress over and across the lands of the undersigned to and from said strip for the purpose of exercising the rights herein granted; to place surface markers beyond said strip; to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface of said strip; to install gates in any fences crossing said strip; and to permit in said strip the cables, wires circuits and appurtenances of any other company. The northeasterly boundary of said one rod strip shall ~~boundary of said one rod strip shall~~ be a line parallel to and three feet northeasterly of the first cable laid, which cable shall have its location indicated upon surface markers set at intervals on the land of the undersigned or on lands adjacent thereto. The undersigned for itself its successors and assigns, hereby covenant that no structure shall be erected or permitted on said strip. The grantees agree to pay for damage to fences and growing crops arising from the construction and maintenance of the aforesaid systems. The course of said one rod strip being described as follows:

from a point on the East boundary of the above described land which is 727 feet South of the East quarter corner of said Section 23 thence North 100 feet