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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/21/2006 03:37 PM  
FEE \$18.00 Pgs: 5  
DEP RT REC'D FOR WESTERN STATES TI  
TLE COMPANY

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

Montana Refining Company  
ATTN: Jodi Crawley  
393 South 800 West  
Woods Cross, Utah 84087

06-038-0039 pt

(Space above for Recorder's use only)

2364-60

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, hereby **CONVEYS AND WARRANTS** against all who claim by, through or under Grantor, unto **MONTANA REFINING COMPANY**, a Montana general partnership, whose address is 393 South 800 West, Woods Cross, Utah 84087, Grantee, its successors and assigns, forever, the real estate situate in West Bountiful, Davis County, State of Utah, more particularly described in **Exhibit A**, attached hereto and hereby made a part hereof (the "Land"), together with, any and all appurtenances in any way appertaining thereto and all right, title and interest of Grantor in and to any land lying in the bed of any street, road or avenue, open, closed or proposed, in front of or adjoining the Land, and all buildings, structures, walkways and other improvements located on, and all fixtures attached to, the Land (including, without limitation, all electrical and mechanical equipment, lines and systems), and all other physical improvements located on or affixed to the Land of every kind and nature presently situated on, in or under or hereafter erected, installed or used in, on or about the Land, to the extent such improvements constitute realty under the laws of the State of Utah.

**EXCEPTING** from this conveyance and **RESERVING** unto Grantor, its successors and assigns, forever, the following:

(a) All minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Land, and in such manner as not to

damage the surface of the Land or to interfere with the use thereof by Grantee, Grantee's successors and assigns;

(b) a non-exclusive PERPETUAL EASEMENT in, on, under, over and through all of the Land, for purposes of conducting freight rail operations and otherwise to fulfill Grantor's obligations as a common carrier railroad under applicable laws and regulations (the "Railroad Easement"). Grantor and its lessees, licensees, successors and assigns, have the right to use the Railroad Easement to operate, and use existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems necessary for and related to freight rail operations. Grantor (and/or Grantor's lessees or licensees) is entitled to all revenues derived from all current and future agreements to which Grantor (and/or lessees or licensees) is a party affecting freight rail operations on the Land. The Railroad Easement will terminate automatically one hundred twenty (120) days after the effective date of an order, decision or notice of the Surface Transportation Board (or any successor agency) granting authority for Grantor to abandon all of its freight rail services on the Land. Upon termination of the Railroad Easement, Grantor shall, at the written request and expense of Grantee, execute and deliver to Grantee a recordable document terminating and quitclaiming to Grantee all of Grantor's right, title and interest in and to the Railroad Easement;

(c) non-exclusive PERPETUAL EASEMENTS ten feet (10') in width measured from the centerline of the Fiber Optic Improvements (as defined below), in, on, over, under and across the Land ("Fiber Optics Easement Property"), in which areas Grantor (and its easement holders, lessees, sublessees, licensees, successors or assigns) shall have the right to own, construct, reconstruct, maintain, operate, use and/or remove existing and/or future communication systems, lines and facilities of every kind and nature, including, but not limited to, all existing facilities, telephone, telegraph, television and fiber optic lines and related equipment (the "Fiber Optics Improvements"). Grantor does further reserve unto itself, its successors and assigns, a limited right-of-way and right of access to the Fiber Optics Easement Property over and across the Land, for the purposes of the use, enjoyment, maintenance, operation and access to the Fiber Optics Easement Property. All Fiber Optics Improvements presently existing on or hereafter constructed on the Fiber Optics Easement Property shall remain the personal property of Grantor. Grantor shall be entitled to all revenues derived from all current and future agreements to which Grantor is a party affecting the Fiber Optics Easement Property. No permanent building, structure or fence and no material or obstruction of any kind or character shall be stored or maintained by Grantee on the Fiber Optics Easement Property which would obstruct or interfere with the use and enjoyment of rights herein reserved without the prior written consent of Grantor; and

(d) All existing electric power transmission lines and appurtenant facilities, whether owned by Grantor or any third party, and a PERPETUAL

EASEMENT ("Power Line Easement") upon, over, along, under and across the portion of the Land that lies five feet (5') on each side of the centerline of such existing electric power transmission line and appurtenant facilities (the "Power Line Easement Area"), for the purposes of constructing, maintaining, repairing, operating, renewing, replacing, using and/or removing electric power transmission lines and appurtenant facilities (whether now or hereafter installed, and including facilities which are the technological successor to any existing or hereafter installed facilities); together with (a) the right of ingress and egress to and from the Power Line Easement Area, and (b) the right to grant, at Grantor's sole discretion, sub-easements, licenses and any other interests in the Power Line Easement Area with respect to the easement rights herein reserved and for no other purpose, and to collect the rents, issues and profits therefrom, and from any existing contracts relating to existing electric power transmission lines and appurtenant facilities. In addition to and not in limitation of Grantor's rights under the foregoing reservation of easement, Grantee, for itself, its successors and assigns, hereby covenants and agrees that Grantee shall not interfere in any manner with the rights of Grantor's Licensee under that certain License Agreement between The Denver and Rio Grande Western Railroad Company (predecessor in interest to Grantor) and the City of Bountiful, Utah dated April 1, 1970, identified in the records of Grantor as Audit Number 25821 and granting certain rights to said Licensee to use the Land for electric power transmission line purposes.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any license and other rights to use the Land) granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers, and its corporate seal to be hereunto affixed the 19<sup>th</sup> day of September, 2006.

Attest:

Barbara Hader

Assistant Secretary

UNION PACIFIC RAILROAD COMPANY,  
a Delaware corporation

By:

Tom Fave

Title:

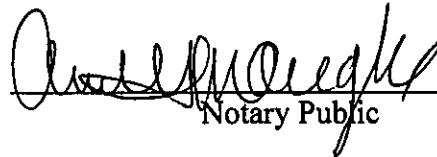
Assistant Vice President - Real Estate



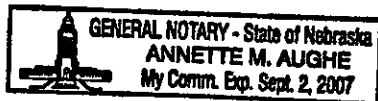
STATE OF NEBRASKA    )  
                                       ) ss.  
 COUNTY OF DOUGLAS    )

On September 19, 2006, before me, Annette M. Aughe, a Notary Public in and for said County and State, personally appeared TONY K. LOVE and Barbara Holder, Assistant Vice President - Real Estate and Assistant Secretary, respectively, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

  
 Notary Public

(SEAL)



**UNION PACIFIC RAILROAD COMPANY**  
**Woods Cross, Davis County, Utah**  
**EXHIBIT "A"**

A PARCEL OF LAND LOCATED IN THE SW 1/4 OF SECTION 24, AND IN THE NW 1/4 OF SECTION 25, BOTH IN TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN DAVIS COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°26'13" EAST 804.15 FEET FROM THE MONUMENT MARKING THE CENTERLINE INTERSECTION OF 500 SOUTH AND 1100 WEST STREET, SAID POINT BEING EAST 807.68 FEET AND SOUTH 556.55 FEET FROM THE WITNESS CORNER FOR THE NORTHWEST CORNER OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 08°59'11" EAST 1389.15 FEET;

THENCE EAST 25.31 FEET;

THENCE NORTH 08°59'11" EAST 2204.81 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF 400 NORTH STREET;

THENCE NORTH 89°53'05" EAST ALONG SAID RIGHT-OF-WAY LINE 117.48 FEET;

THENCE SOUTH 08°59'11" WEST 514.69 FEET;

THENCE NORTH 89°57'15" WEST 50.61 FEET;

THENCE SOUTH 08°59'11" WEST 1681.15 FEET;

THENCE EAST 75.93 FEET;

THENCE SOUTH 08°59'11" WEST 1396.72 FEET TO THE CENTER LINE OF 500 SOUTH STREET;

THENCE SOUTH 89°26'13" WEST ALONG SAID CENTER LINE 76.05 FEET;

THENCE SOUTH 08°59'11" WEST 956.25 FEET;

THENCE NORTH 81°00'49" WEST 66.00 FEET;

THENCE NORTH 08°59'11" EAST 945.15 FEET TO SAID CENTER LINE OF 500 SOUTH;

THENCE ALONG SAID CENTER LINE SOUTH 89°26'13" WEST 25.35 FEET TO THE POINT OF BEGINNING.

Contains 10.68 acres more or less.

*PT. 06-038-0039*

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA  
August 15, 2006  
236460.leg