

THIS DEED, Made this 30th. day of January, in the year of our Lord one thousand nine hundred and thirty-five, 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 second part in hand paid 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 by easement, to construct, operate and maintain a standard gauge railroad track extension with necessary roadbed and appurtenant structures upon and along the following described center line, to-wit:

Beginning at a point in the center line of an existing extension to the Sunnyside Branch of The Denver and Rio Grande Western Railroad Company, at the northerly end of said extension, said point being about 430 feet south and about 350 feet east from the north quarter corner of Section 32, Township 14 South, Range 14 East, Salt Lake Base and Meridian, at Sunnyside, Garfield County, Utah; thence extending North 10° 55' East, 200 feet, to end of proposed track extension; within the northwest quarter of the northeast quarter of said Section 32.

(Description approved, Arthur Midway... Chief Engineer.

(Description correct, Hugh E. Glas... Chief Draftsman.

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 thereto belonging or in anywise thereto 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 benefit 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 this day and year first above written.

ATTEST:

(SEAL)

E. A. Greenwood  
Secretary

UTAH FUEL COMPANY

W. Moroni Heiner  
President.

(Form approved, J. R. Woodrow)

(Execution approved, J. R. Woodrow, General attorney.

STATE OF UTAH,  
COUNTY OF SALT LAKE. ss.

On the 30th. day of January, A.D. 1935, personally appeared before me Moroni Heiner, who, being by me duly sworn, did 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 a Resolution of its Board of Directors, and said Moroni Heiner, acknowledged to me that said corporation executed the same.

My commission expires, October 31, 1935.

H. F. Birch

Notary Public,

(SEAL)

Residing at Salt Lake City, Utah.

Recorded March 4, 1935, at 2 p.m., at request of E. A. Greenwood.

Nathan Laddell  
County Recorder.