

No. 30050.

THIS INDENTURE, made this 30th day of October, 1919, by and between CARBON FUEL COMPANY, a Utah corporation, party of the first part, and MUTUAL COAL COAL COMPANY, a Utah corporation, party of the second part, WITNESSETH:

That whereas, said party of the first part is the owner of the NW $\frac{1}{2}$  of SE $\frac{1}{2}$  of Section 1, Township 13 South, Range 9 East, Salt Lake Meridian, upon which land the party of the second part desires to control and maintain trackage necessary for the conveying of coal from the coal mines of second party, and to construct and maintain the buildings necessary in connection with the operation of the mine or mines of second party, including blacksmith shops, check cabin; and

Whereas, the party of the first part is willing to convey to the party of the second part a right of way over its land for the purpose above mentioned;

Now therefore, in consideration of the sum of One Dollar and other valuable consideration in hand paid, by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part by these presents, hereby grants to the party of the second part, its successors and assigns, a right of way over its lands for the purposes above mentioned, said right of way being described as follows, to-wit:

Beginning at a point on the proposed tramline which bears south 1917.0 feet from the north boundary line of the Northwest Quarter of the Southeast Quarter of Section 1, Township 13 South, Range 8 East, Salt Lake Meridian, and running thence East 58.0 feet; Thence north 568.0 feet; thence west 355.0 feet; thence S. 32° 00' E. 285.0 feet; thence S. 18° 00' E. 348.0 feet; thence East 42.0 feet, to the place of beginning, containing in all 2.74 acres more or less.

It is agree by the parties hereto that said right of way or easement shall be used only for the purposes of the construction and maintenance of trackage and buildings necessary in connection with the operation of the coal mine or mines of second party, and that if at any time the party of the second part, its successors or assigns shall discontinue to use said right of way or easement for the purposes aforesaid, thence the land upon which said trackage and buildings are constructed, as above described, shall revert to the party of the first part, its successors and assigns, who shall have the right of possession and dominion, and may without notice go upon same and exercise control thereof.

IN WITNESS WHEREOF, the said party of the first part, by resolution of its board of directors, hath caused these presents to be subscribed by its president and secretary, and its corporate name and seal to be hereunto affixed, the day and year first above written.

(Seal of Carbon Fuel Co.)

Executed in presence of

C. M. Holderman

CARBON FUEL COMPANY

By R. F. Rains, President.

A. H. Jenkinson, Secretary.

State of Utah,                    )  
  : ss.  
County of Salt Lake.            )

On the 30th day of October, 1919, personally appeared before me, L. F. Rains and A. H. Jenkinson, who being by me duly sworn, did say that he is the president and secretary, respectively, of the Carbon Fuel Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said L. F. Rains and A. H. Jenkinson acknowledged to me that said corporation executed the same.

My commission expires December 31, 1921.

(S E A L)

Cora M. Holderman  
Notary Public.

Recorded November 20, 1919, at 2 p. m.

J. A. Brockett  
Recorder.