

Ent: 410609 - Pg 1 of 10
Date: 03/25/2015 09:33 AM
Fee: \$32.00
Filed By: CP
Jerris Houghton, Recorder
Tooele County Corporation
For: JOE MARILYN BURTON

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

Joe and Marilyn Burton
3676 Hwy. 138
Grantsville, Utah 84029

Space Above Line for Recorder's Use Only

2871-99

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation (formerly known as Southern Pacific Transportation 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, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **JOE D. BURTON and MARILYN BURTON**, husband and wife, as joint tenants with rights of survivorship, whose post office address is 3676 Hwy. 138, Grantsville, Utah, 84029, Grantees, and unto their heirs and assigns, forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in the County of Tooele, State of Utah, more particularly described in **Exhibit A** attached hereto and hereby made a part hereof.

EXCEPTING from this quitclaim 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 lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantees, Grantees' heirs and assigns.

(b) 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

Property ("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 Property, 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 (or the grantee under any applicable agreement). 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 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 the grantee under the applicable agreement.

The Property is quitclaimed by Grantor subject to the following covenant, condition and restriction which Grantees by the acceptance of this Deed covenant for themselves, their heirs and assigns, faithfully to keep, observe and perform:

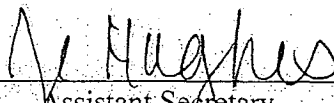
Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing covenant, condition and restriction shall run with the Property, and a breach of the foregoing covenant, condition and restriction, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

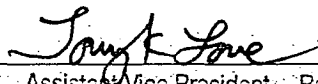
IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed the 27 day of February, 2015.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

Attest:



Assistant Secretary

By: 

Title: Assistant Vice President - Real Estate

(Seal)

UNION PACIFIC RAILROAD COMPANY
EXHIBIT "A"

ALL RIGHT TITLE AND INTEREST IN AND TO THAT PROPERTY DESCRIBED BY THE FOLLOWING DEEDS:

DEED DATED OCTOBER 16, 1917, FROM J.F. MARSHALL ET.UX. TO WESTERN PACIFIC RAILROAD COMPANY, RECORDED OCTOBER 18, 1917, IN BOOK 3K AT PAGE 538, TOOLE COUNTY, UTAH.

DEED DATED MAY 25, 1917, FROM F.E. MC GURRIN ET.UX. TO WESTERN PACIFIC RAILROAD COMPANY, RECORDED MAY 31, 1917, IN BOOK 3K AT PAGE 425, TOOLE COUNTY, UTAH.

EXCEPT ALL THAT RAILROAD PROPERTY DESCRIBED BY SAID DEED FROM F.E MC GURRIN ET.UX. TO WESTERN PACIFIC RAILROAD COMPANY, RECORDED MAY 31, 1917, IN BOOK 3K, AT PAGE 425, TOOLE COUNTY, UTAH, LYING SOUTHERLY OF THE NORTHERLY PROPERTY LINE OF PRESENT DAY MAIN STREET (STATE ROUTE 138), FORMERLY KNOWN AS LINCOLN HIGHWAY.

OFFICE OF REAL ESTATE
OMAHA, NE
DECEMBER 9, 2014

CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, JOE D. BURTON and MARILYN BURTON, husband and wife, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445-2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: Tommy Love
Title: Assistant Vice President - Real Estate
Date: February 27, 2015

3-K/538

TOOELE COUNTY, UTAH

WARRANTY DEED

J.F.MARSHALL and LILLIAN B MARSHALL, his wife grantors of Salt Lake County

State of Utah, hereby convey and warrant to THE WESTERN PACIFIC RAILROAD COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, grantee, for the sum of Five Dollars, the following described tract of land in Tooele County State of Utah viz:

A strip or tract of land ^{100 feet} in width across the northwest quarter of the northeast quarter of Section 34, Township 2 South, Range 5 West, S.L.B & M.

Said strip or tract of land being bounded on the east by the east line of said northwest quarter of the northeast quarter of Section 34, on the north by the north line of said Section 34, on the northeast and southwest by lines parallel to and 50 feet distant measured northeasterly and southwesterly, respectively at right angles to the following described line:

Beginning at a point on the said north line of Section 34, 1785 feet distant measured westerly along said north line from the northeast corner of said Section 34; thence South 23°36' East, a distance of 1283.5 feet to a point on the said east line of the northwest quarter of the northeast quarter of Section 34, containing approximately 2.92 acres.

WITNESS the hands of said grantor this 18th day of October A.D. 1917.

J.F. Marshall (Seal)

Signed in Presence of B R Howell.

Lillian B Marshall (Seal)

Approved as to Form A R Baldwin, General Attorney.

STATE OF UTAH)
)
COUNTY OF SALT LAKE) ss

On the 18th day of October A.D. 1917 personally appeared before me J.F. Marshall and Lillian B Marshall, his wife, the signers of the above instrument who duly acknowledged to me that they executed the same.

My commission expires October 14, 1918.

B R Howell
Notary Public.

(Seal)
157817

Recorded at the request of Van Cott Allison & Riter, Oct. 18, 1917 at 11:11 a.m.

Sophronia Mallitt
County Recorder.

DEED

THIS INDENTURE, made and entered into this 25th day of May, A.D. 1917, between FRANK E. MCGURRIN and JANE D. MCGURRIN, his wife, of Oakland, California, parties of the first part, and THE WESTERN PACIFIC RAILROAD COMPANY, a corporation of California, party of second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten Dollars, United States Gold Coin, to them in hand paid by the said party of the second at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained and sold, conveyed and confirmed, and by these presents do hereby grant, bargain and sell, convey and confirm, unto the said The Western Pacific Railroad Company and to its successors and assigns forever, all those certain pieces or parcels of land situated in Tooele County, Utah, and more particularly described as follows to-wit:

A strip or tract of land 100 feet in width across the east half of the southeast quarter of Section 34, Township 2 South, Range 5 West, Salt Lake Base and Meridian, said strip or tract of land being bounded on the east by the east line of said Section 34, on the north by the north line of the road which runs easterly and westerly along the east and west quarter section line of said Section 34, said north line of said road being parallel to and 33 feet distant measured northerly at right angles from the said quarter section line, on the northeast and southwest by lines parallel to and 50 feet distant measured northeasterly and southwesterly at right angles and radially from the following described line: Beginning at a point on the said north line of said road 739.0 feet distant measured westerly along said east and west quarter section line from the quarter section corner on the east line of said Section 34 and 33 feet distant measured northerly at right angles from said east and west quarter section line; thence south $23^{\circ}36'$ east a distance of 255.2 feet to a point; thence southeasterly on a 1° curve to the left, tangent to said course, a distance of 1360.3 feet to a point on the said east line of Section 34.

Also a strip or tract of land 200 feet in width across part of the southeast quarter or the northeast quarter of said Section 34, said strip or tract of land being bounded on the south by the north line of aforesaid road, said north line of said road being parallel to and 33 feet distant measured northerly at right angles from the aforesaid section line on the north by the north line of the "Lincoln Highway" which runs north easterly and southwesterly across the northwest corner of the said southeast quarter of the northeast quarter of Section 34, on the northeast and southwest by lines parallel to and 100 feet distant measured northeasterly and southwesterly, respectively at right angles from the following described line: Beginning at a point on the north line of aforesaid road along the east and west quarter section line of said Section 34, 33 feet distant measured northerly at right angles from said quarter section line; thence north $23^{\circ}36'$ west a distance 1354.3 feet to a point on the said north line of the "Lincoln Highway".

Also a triangular piece or parcel of land in the east half of the northeast quarter of said Section 34, said piece or parcel of land being bounded on the south by the northerly line of aforesaid "Lincoln Highway", on the west by the west line of the said east half of the northeast quarter of Section 34, on the east by a line parallel to and 50 feet distant measured easterly at right angles from the extension in a straight north line northwesterly of the line hereinabove described the course of which is $23^{\circ}36'$ west.

The three parcels of land described contain in all approximately 10.34 acres.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof.

EXCEPTING AND RESERVING to said parties of the first part and as an appurtenance attached to adjacent lands of the said parties of the first part and not otherwise, all oil and gas underlying the premises herein conveyed, and said parties of the first part shall only have the right to take and extract such oil and gas without in any manner whatsoever interfering with the exclusive possession, occupation and use of said premises for railroad purposes by ^{said} party of the second part and without going up on said premises either on the surface or underground or otherwise.

TO HAVE AND TO HOLD all and singular the said premises, together with the

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TOOELE COUNTY, UTAH

appurtenances unto the said party or the second part and to its successors and assigns forever.

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED IN THE PRESENCE OF
Walter Wilson, as to Frank E. McCurrin.
Walter J. Wilson as to Jane D. McCurrin.

Frank E. McCurrin, (Seal)
Jane D. McCurrin, (Seal)

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } SS

On this 25th day of May, in the year One Thousand Nine Hundred and Seventeen, before me Ernest Minney, a Notary Public in and for the County of Alameda, State of California, residing therein duly commissioned and sworn, personally appeared Frank E. McCurrin and Jane D. McCurrin (his wife) known to me to be the persons described in and whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Ernest Minney, Notary Public.

General Acknowledgement: In and for said County of Alameda, State of California.
Hardy's Blank No. 411.
Hardy's Bookstore Oakland California 20025. My commission expires March 6, 1920.

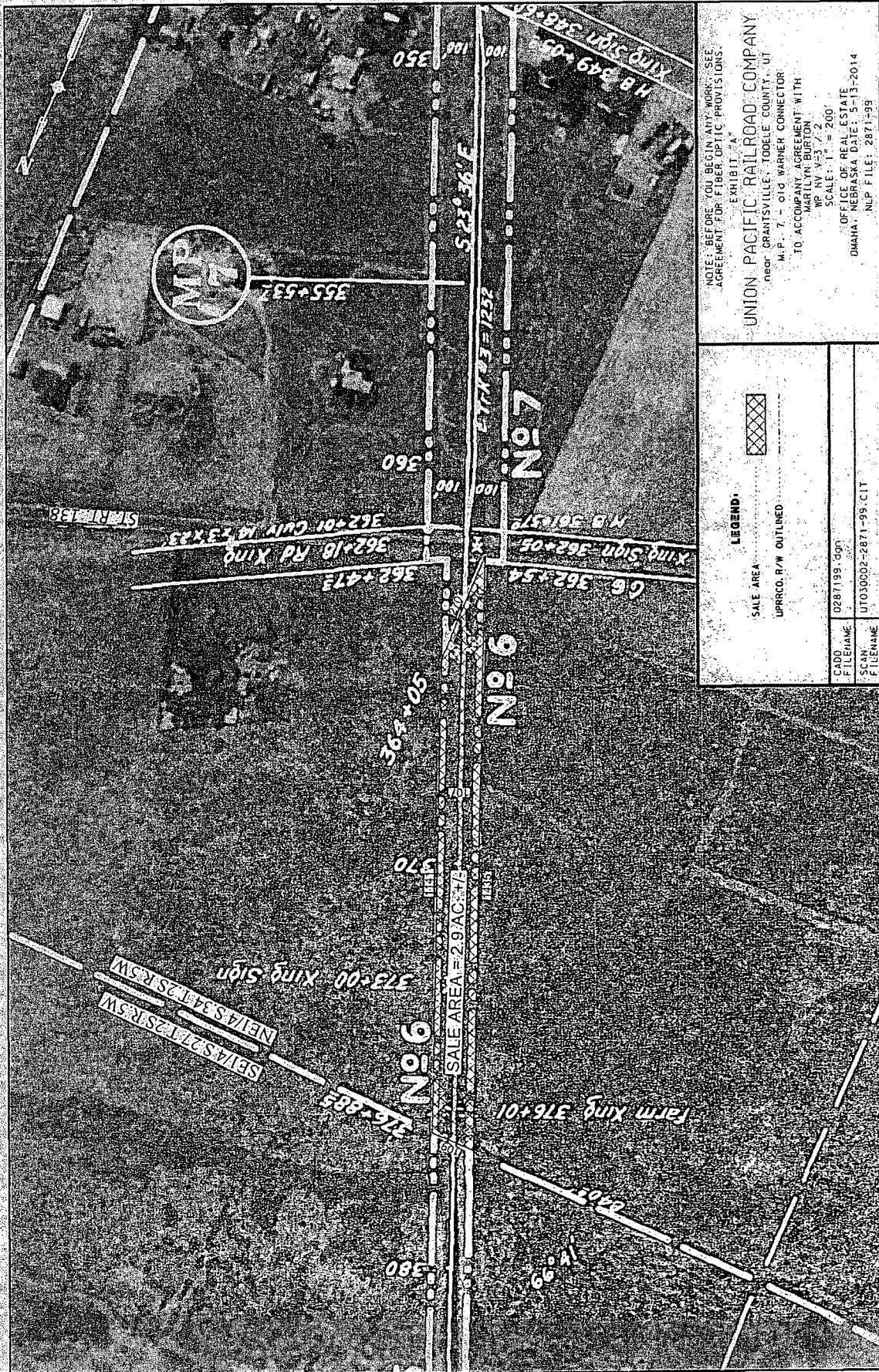
#157133 Recorded at the request of C.R. McBride, May 31, 1917 at 1:30 P.M.

Sophronia Mallet
County Recorder.

WARRANTY DEED

~~LOVINA H. SHIELDS, grantor of Tooele City, County of Tooele, State of Utah, hereby CONVEYS and WARRANTS to CLIFTON SHIELDS, grantee of the same place, for the sum of One (\$1.00) Dollar the following described tract or land in Tooele City and County, State of Utah:~~

~~Beginning at a point 187 feet 7 inches South of the Northwest corner of Block thirty five in Plat "A" of the Tooele City Survey, extending thence South thirty-eight feet thence East twenty one rods more or less to the alley thence North thirty~~



NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT A

UNION PACIFIC RAILROAD COMPANY

near GRANTSVILLE, TOWLE COUNTY, UT
 M.P. 7 - OLD WARNER CONNECTOR
 TO ACCOMPANY AGREEMENT WITH
 MARILYN BURTON
 WP HV V-3 / 2
 SCALE: 1" = 200'

OFFICE OF REAL ESTATE
 DHAHA, NEBRASKA DATE: 5-13-2014
 NLP FILE: 2871-99

LEGEND:



SALE AREA
 UPRRCO. R/W OUTLINED

CADD FILENAME	0287199-99
SCAN FILENAME	UT030002-2871-99.CIT