

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 15<sup>th</sup> day of November, 1994, by WILLIAM B. WRAY, JR. and KEY BANK OF UTAH, as co-trustees of the IRREVOCABLE JACK W. KUNKLER TRUST (hereinafter referred to as "Grantor"); now, therefore:

Grantor, for valuable consideration, receipt of which is hereby acknowledged, hereby grants to THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a Delaware corporation, its successors and assigns (hereinafter referred to as "Grantee") a perpetual easement for the construction, replacement, maintenance, inspection and operation of a rail spur described as follows:

A 20 foot wide right-of-way easement for a rail spur, 10 feet on each side of the following described centerline:

BEGINNING at a point North 89°50'20" East along the section line 515.30 feet from the southwest corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence Northwesterly along the arc of a 306.80 foot radius curve to the left (center bears South 86°32'14" West) through a central angle of 64°57'11" a distance of 409.02 feet to a point on the south line of the Bacchus Spur of the Denver and Rio Grande Western Railroad right-of-way and point of terminus.

Contains 0.188 acres

Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident hereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement and including the right to construct and maintain conduits, pipes and other appurtenances necessary for drainage.

Grantee shall have the right to construct, maintain, use and operate rail and railroad related equipment and facilities over, in, under, across and along the subject easement.

This Grant shall carry with it: the right to inspect, patrol, alter, remove, replace, reconstruct and repair the said and other appurtenances; the right to mark the location of the easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the land within the limits of the easement.

Together with a temporary easement for the construction of the above-described rail spur to expire ninety (90) days from the date hereof and described as follows:

A 50 foot wide right-of-way easement, 25 feet on each side of the following described centerline:

**BEGINNING** at a point North 89°50'20" East along the section line 515.30 feet from the southwest corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence Northwesterly along the arc of a 306.80 foot radius curve to the left (center bears South 86°32'14" West) through a central angle of 64°57'11" a distance of 409.02 feet to a point on the south line of the Bacchus Spur of the Denver and Rio Grande Western Railroad right-of-way and point of terminus.

Contains 0.472 acres

Upon expiration of the temporary construction easement, Grantee shall restore the area thereof outside the perpetual easement to its original grade with such grade adjustments as may be necessary to accommodate surface drainage and shall leave the area outside of the perpetual easement free from contamination, debris or permanent obstructions.

Grantee shall have the right to freely assign all or any part of this easement. There is no limitation upon the number of assignments of the easement, or any portion thereof, by Grantee.

The provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, representatives, executors, administrators, successors and assigns.

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Grant of Easement on the day and year first written above.

William B. Wray Jr.  
WILLIAM B. WRAY, JR., as co-trustee  
of the IRREVOCABLE JACK W.  
KUNKLER TRUST

KEY BANK OF UTAH, as co-trustee of  
the IRREVOCABLE JACK W.  
KUNKLER TRUST

By William R. O'Brien  
Its Vice Pres. & Trust Officer

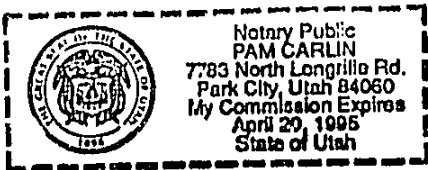
THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY

By E. P. Ruff  
Its Vice President & Chief Engineer

STATE OF UTAH

COUNTY OF Summit

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 1994 by William B. Wray, Jr., co-trustee of the Irrevocable Jack W. Kunkler Trust.

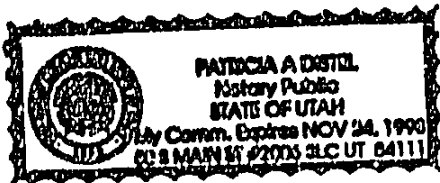


Pam Carlin  
NOTARY PUBLIC

STATE OF UTAH

COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 1994 by William R. Blair, Vice-President and Trust Officer of Key Bank of Utah, co-trustee of the Irrevocable Jack W. Kunkler Trust.

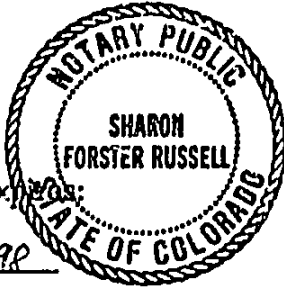


Patricia A. Distel  
NOTARY PUBLIC

STATE OF COLORADO

COUNTY OF Denver

The foregoing instrument was acknowledged before me this 1st day of November, 1994 by E.P. Reilly, Vice-President and Chief Engineer of The Denver and Rio Grande Western Railroad Company.



My Commission Expires:

March 26, 1998

Sharon Forster Russell

NOTARY PUBLIC

Residing at 1515 Arapahoe Ave, #918  
Denver, CO 80202

5983840  
12/12/94 3:18 PM 19.00  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
STOEL, RIVES, BOLEY, JONES  
AND GREY 201 S MAIN ST  
STE 1100 SLC, UT 84111-4904  
REC BY: D KILPACK DEPUTY - WI