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#157 of Liens and Leases

Recorded at the request of Ensign Abstract Company, July 13, 1935, at 11:43 A. M. in Book #157 of Liens and Leases, Pages 132-133. Recording fee paid, \$1.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-21, 215, 50.)

mk
gvt.

#763639

LIS PENDENS

NOTICE IS HEREBY GIVEN that E. B. Stoker, as plaintiff, has this day brought an action in the District Court of Utah, in and for Salt Lake County, against ISABEL M. SEARS, LUCILE L. SEARS, VAN HORNE B. WHITELEY and MRS. VAN HORNE B. WHITELEY, and Elizabeth ASBURY, as defendants, to foreclose that certain mortgage recorded on the 16th day of December, 1925, as Instrument #549727, in Book 11-C of Mortgage, page 363, Records of Salt Lake County, Utah, covering the following described real property in Salt Lake County, Utah:

Commencing at a point 176.65 feet South and 281 feet East of the Northwest corner of Lot 14, Block 41, Ten Acre Plat "A", Big Field Survey, and running thence South 110.45 feet; thence East 60 feet; thence North 110.45 feet; thence West 60 feet to the place of beginning.

DATED this 12 day of July, 1935.

E. B. STOKER
By: Dan B Shields
Attorney for Plaintiff

Recorded at the request of Halloran-Judge Trust Company, July 13, 1935, at 11:55 A. M. in Book #157 of Liens and Leases, Page 133. Recording fee paid, 70¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-28, 170-E, 16.)

mk
gvt.

#763759

I, W. C. BRUNN, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby certify that at an Adjourned stated meeting of the Board of Directors of said corporation held at the office of said corporation on the 5th day of April, 1935, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

RESOLVED, that this corporation execute and deliver to SALT LAKE COUNTY, a political subdivision of the State of Utah, a grant deed, subject to the lien of this corporation's First Mortgage or Deed of Trust of date June 23, 1916, and also subject to the lien of this corporation's General and Refunding Mortgage of date of January 1, 1932, of an easement for street purposes over that certain real property situated in Sections 15 and 16, Township 1 South, Range 3 West, S. I. B. & M., Salt Lake County, State of Utah, described as follows:

Beginning, at a point in the center line of the main track of The Western Pacific Railroad Company at Engineer's Station 27+55.64, said point being N. 54° 12' E., a distance of 22.54 feet from the intersection of the north and south section line common to Sections 15 and 16, T. 1 S., R. 3 W., S. I. B. & M., with said center line (said point of intersection being 2664 feet measured southerly along said section line from the northwest corner of said Section 15); thence N. 33° 43' W., W. P. R. Co. bearing (= N. 33° 42' W. County Survey bearing), a distance of 50.035 feet to a point on the northerly right of way line of said Railroad Company; thence S. 54° 12' W., along said right of way line a distance of 100.07 feet; thence S. 33° 43' E., a distance of 100.07 feet to a point on the southerly right of way line of said Railroad Company; thence N. 54° 12' E., along said southerly right of way line a distance of 100.07 feet; thence N. 33° 43' W., a distance of 50.035 feet to the point of beginning.

All bearings are The Western Pacific Railroad Company bearings.

upon the following conditions subsequent:

1. Salt Lake County shall, at its sole cost and expense and to the satisfaction of this corporation, reconstruct or widen the present railroad crossing on the demised premises, including any drainage culverts or crossing protection that may be required, and further agrees to pay the entire cost of relocating such of this corporation's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, said easement or such part thereof as shall have ceased to be so used shall revert to this corporation, its successors or assigns.

Said conditions constitute the sole consideration for said easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of said indenture shall have the effect of forfeiting the easement of Salt Lake County, its successors or assigns, and thereupon all rights of said Salt Lake County, its successors or assigns, in and to said real property shall revert to this corporation.

BE IT FURTHER RESOLVED, that the President and Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary and under the seal of this corporation.

I DO HEREBY CERTIFY, that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 5th day of April, 1935.

THE WESTERN PACIFIC RAILROAD COMPANY
SEAL INCORPORATED JUNE 21 1916

W. C. Brun
Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY.

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of California first party, does hereby grant upon the conditions subsequent, hereinafter expressed, which said conditions constitute the sole consideration for this conveyance, subject to the lien of its First Mortgage or Deed of Trust of date June 23, 1916, as well as to its General Refunding Mortgage of date January 1, 1932, unto SALT LAKE COUNTY, a political subdivision of the State of Utah, second party, an easement for street purposes over all that certain real property situated in Sections 15 and 16, Township 1 South, Range 3 West, S. I. B. & M., Salt Lake County, State of Utah, described as follows:

Beginning, at a point in the center line of the main track of The Western Pacific Railroad Company at Engineer's Station 27+55.64, said point being N. 54° 12' E., a distance of 22.54 feet from the intersection of the north and south section line common to Sections 15 and 16, T. 1 S., R. 3 W., S. I. B. & M., with said center line (said point of intersection being 2664 feet measured southerly along said section line from the northwest corner of said Section 15); thence N. 33° 43' W., W. P. R. Co. bearing (= N. 33° 42' W. County Survey bearing), a distance of 50.035 feet to a point on the northerly right of way line of said Railroad Company; thence S. 54° 12' W., along said right of way line a distance of 100.07 feet; thence S. 33° 43' E., a distance of 100.07 feet to a point on the southerly right of way line of said Railroad Company; thence N. 54° 12' E., along said southerly right of way line a distance of 100.07 feet; thence N. 33° 43' W., a distance of 50.035 feet to the point of beginning.

All bearings are The Western Pacific Railroad Company bearings.

upon the conditions subsequent:

1. Second party shall, at its sole cost and expense and to the satisfaction of first party, reconstruct or widen the present railroad crossing on the demised premises, including any drainage culverts or crossing protection that may be required and further agrees to pay the entire cost of relocating such of first party's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

#157 of Liens and Leases

Recorded at the request of Ensign Abstract Company, July 13, 1935, at 11:43 A. M. in Book #157 of Liens and Leases, Pages 132-133. Recording fee paid, \$1.70. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-21, 215, 50.)

7/13/35

#763639

LIS PENDENS

NOTICE IS HEREBY GIVEN that E. B. Stoker, as plaintiff, has this day brought an action in the District Court of Utah, in and for Salt Lake County, against ISABEL M. SEARS, LUCILE L. SEARS, VAN HORNE B. WHITELEY and MRS. VAN HORNE B. WHITELEY, and Elizabeth ASBURY, as defendants, to foreclose that certain mortgage recorded on the 16th day of December, 1925, as Instrument #549727, in Book 11-C of Mortgages, page 363, Records of Salt Lake County, Utah, covering the following described real property in Salt Lake County, Utah:

Commencing at a point 176.65 feet South and 281 feet East of the Northwest corner of Lot 14, Block 41, Ten Acre Flat "A", Big Field Survey, and running thence South 110.45 feet; thence East 60 feet; thence North 110.45 feet; thence West 60 feet to the place of beginning.

DATED this 12 day of July, 1935.

E. B. STOKER
By: Dan B Shields
Attorney for Plaintiff

Recorded at the request of Halloran-Judge Trust Company, July 13, 1935, at 11:55 A. M. in Book #157 of Liens and Leases, Page 133. Recording fee paid, 70¢. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by W. H. Howard, Deputy. (Reference: C-28, 170-E, 16.)

7/13/35

#763759

I, W. G. BRUEN, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby certify that at an Adjourned Stated meeting of the Board of Directors of said corporation held at the office of said corporation on the 5th day of April, 1935, at which a quorum of said board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to SALT LAKE COUNTY, a political subdivision of the State of Utah, a grant deed, subject to the lien of this corporation's First Mortgage or Deed of Trust of date June 26, 1916, and also subject to the lien of this corporation's General and Refunding Mortgage of date of January 1, 1932, of an easement for street purposes over that certain real property situated in Sections 15 and 16, Township 1 South, Range 3 West, S. I. B. & M., Salt Lake County, State of Utah, described as follows:

Beginning at a point in the center line of the main track of the Western Pacific Railroad Company at Engineer's Station 27+56.64, said point being N. 54° 12' E., a distance of 22.54 feet from the intersection of the north and south section line common to Sections 15 and 16, T. 1 S., R. 3 W., S. I. B. & M., with said center line (said point of intersection being 2664 feet measured southerly along said section line from the northwest corner of said Section 15); thence N. 33° 43' W., W. P. R. R. Co. bearing (= N. 33° 42' W. County Survey bearing), a distance of 50.035 feet to a point on the northerly right of way line of said Railroad Company; thence S. 54° 12' W., along said right of way line a distance of 100.07 feet; thence S. 33° 43' E., a distance of 100.07 feet to a point on the southerly right of way line of said Railroad Company; thence N. 54° 12' E., along said southerly right of way line a distance of 100.07 feet; thence N. 33° 43' W., a distance of 50.035 feet to the point of beginning.

All bearings are The Western Pacific Railroad Company bearings.

upon the following conditions subsequent:

1. Salt Lake County shall, at its sole cost and expense and to the satisfaction of this corporation, reconstruct or widen the present railroad crossing on the demised premises, including any drainage, culverts or crossing protection that may be required, and further agrees to pay the entire cost of relocating such of this corporation's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, said easement or such part thereof as shall have ceased to be so used shall revert to this corporation, its successors or assigns.

Said conditions constitute the sole consideration for said easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of said indenture shall have the effect of forfeiting the easement of Salt Lake County, its successors or assigns, and thereupon all rights of said Salt Lake County, its successors or assigns, in and to said real property shall revert to this corporation.

BE IT FURTHER RESOLVED, that the President and Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary and under the seal of this corporation."

I DO FURTHER CERTIFY, that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have herewith signed my name as such Secretary and affixed the seal of said corporation this 6th day of April, 1935.

THE WESTERN PACIFIC RAILROAD COMPANY
SEALED AND INCORPORATED JUNE 6TH 1916

W. G. Bruen
Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY.

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of California first party, does hereby grant upon the conditions subsequent, hereinafter expressed, which said conditions constitute the sole consideration for this conveyance, subject to the lien of its First Mortgage or Deed of Trust of date June 26, 1916, as well as to its General Refunding Mortgage of date January 1, 1932, unto SALT LAKE COUNTY, a political subdivision of the State of Utah, second party, an easement for street purposes over all that certain real property situated in Sections 15 and 16, Township 1 South, Range 3 West, S. I. B. & M., Salt Lake County, State of Utah, described as follows:

Beginning at a point in the center line of the main track of the Western Pacific Railroad Company at Engineer's Station 27+56.64, said point being N. 54° 12' E., a distance of 22.54 feet from the intersection of the north and south section line common to Sections 15 and 16, T. 1 S., R. 3 W., S. I. B. & M., with said center line (said point of intersection being 2664 feet measured southerly along said section line from the northwest corner of said Section 15); thence N. 33° 43' W., W. P. R. R. Co. bearing (= N. 33° 42' W. County Survey bearing), a distance of 50.035 feet to a point on the northerly right of way line of said Railroad Company; thence S. 54° 12' W., along said right of way line a distance of 100.07 feet; thence S. 33° 43' E., a distance of 100.07 feet to a point on the southerly right of way line of said Railroad Company; thence N. 54° 12' E., along said southerly right of way line a distance of 100.07 feet; thence N. 33° 43' W., a distance of 50.035 feet to the point of beginning.

All bearings are The Western Pacific Railroad Company bearings.

upon the conditions subsequent:

1. Second party shall, at its sole cost and expense and to the satisfaction of first party, reconstruct or widen the present railroad crossing on the demised premises, including any drainage, culverts or crossing protection that may be required and further agrees to pay the entire cost of relocating such of first party's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, this easement or such part thereof as shall have ceased to be so used shall revert to first party, its successors or assigns.

Said conditions constitute the sole consideration for this easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of this indenture shall have the effect of forfeiting the easement of second party, its successors or assigns, and thereupon all rights of said second party, its successors or assigns, in and to said real property shall revert to first party.

IN WITNESS WHEREOF, first party has caused these presents to be executed by its President and Secretary and its corporate seal to be attached hereto, this 8th day of April, 1935.

THE WESTERN PACIFIC RAILROAD COMPANY
INCORPORATED JUNE 6TH 1916

THE WESTERN PACIFIC RAILROAD COMPANY,
By Charles Elsey
President.
Attest W. G. Bruen
Secretary.

STATE OF CALIFORNIA,
City and County of San Francisco, } ss.

On this 16th day of April in the year of our Lord, One Thousand Nine Hundred and Thirty-Five, before me Flora Hall, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared CHARLES EISEY, known to me to be the President, and W. G. BRUEN, known to me to be the Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, the corporation that executed the foregoing instrument and known to me to be the persons who executed the foregoing instrument on behalf of said corporation therein named, and they acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

FLORA HALL,
NOTARY PUBLIC
CITY & COUNTY OF SAN FRANCISCO, CAL.
BURSUA

Flora Hall
Notary Public in and for the
City and County of San Francisco,
State of California.
My commission expires May 5, 1937

Recorded at the request of S. I. Co. Clerk, July 17, 1935, at 9:06 A. M. in Book #157 of Liens and Leases, Pages 133-34. No recording fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-23,227,40 & 41, D-13,221,44 & 45.)

#763760

I, W. G. BRUEN, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby certify that at an adjourned meeting of the Board of Directors of said corporation held at the office of said corporation on the 5th day of April, 1935, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to SALT LAKE COUNTY, a political subdivision of the State of Utah, a grant deed, subject to the lien of this corporation's First Mortgage or Deed of Trust of date June 26, 1916, and also subject to the lien of this corporation's General and Refunding Mortgage of date January 1, 1932, of an easement for street purposes over that certain real property situate in the northeast quarter of the southeast quarter of Section 5, Township 1 south, Range 1 west, S.1.E. & M., Salt Lake County, State of Utah, described as follows:

BEGINNING at a point in the northerly right of way line of The Western Pacific Railroad Company, which point is located as follows: Commencing at a point on said right of way line which is 620.4 feet west and 286.8 feet south of the northeast corner of the Southeast quarter of Section 5, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 77° 33' West 621.6 feet along said right of way line to the true point of beginning; thence South 144.0 feet; thence East 33.0 feet along said right of way line to the of The Western Pacific Railroad Company; thence North 151.23 feet to a point on said northerly right of way line; thence South 77° 33' west 33.79 feet along said northerly right of way line to the point of beginning, containing an area of 0.112 of an acre, more or less.

The above described parcel being the westerly 33 feet of that certain parcel of land conveyed to the Western Pacific Railway Company by John Davis by deed dated March 7, 1900 and recorded March 7, 1900 in Book 170 of Deeds at page 129, Salt Lake County records; upon the following conditions subsequent:

1. Salt Lake County shall, at its sole cost and expense and to the satisfaction of this corporation, reconstruct or widen the present railroad crossing on the demised premises, including any drainage culverts or crossing protection that may be required, and further agrees to pay the entire cost of re-erecting such of this corporation's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, said easement or such part thereof as shall have ceased to be so used shall revert to this corporation, its successors or assigns.

Said conditions constitute the sole consideration for said easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of said indenture shall have the effect of forfeiting the easement of Salt Lake County, its successors or assigns, and thereupon all rights of said Salt Lake County, its successors or assigns, in and to said real property shall revert to this corporation.

BE IT FURTHER RESOLVED, that the President and Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary and under the seal of this corporation.

I DO FURTHER CERTIFY, that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 8th day of April, 1935.

W.G.B.

THE WESTERN PACIFIC RAILROAD COMPANY
INCORPORATED JUNE 6TH 1916

W. G. Bruen
Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY.

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the state of California first party, does hereby grant upon the conditions subsequent, hereinafter expressed, which said conditions constitute the sole consideration for this conveyance, subject to the lien of its First Mortgage or Deed of Trust of date June 26, 1916, as well as to its General and Refunding Mortgage of date January 1, 1932, unto SALT LAKE COUNTY, a political subdivision of the State of Utah, second party, an easement for street purposes over all that certain real property situate in the northeast quarter of the southeast quarter of Section 5, Township 1 south, Range 1 west, S.1.E. & M., Salt Lake County, State of Utah, described as follows:

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, this easement or such part thereof as shall have ceased to be so used shall revert to first party, its successors or assigns.

Said conditions constitute the sole consideration for this easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of this indenture shall have the effect of forfeiting the easement of second party, its successors or assigns, and thereupon all rights of said second party, its successors or assigns, in and to said real property shall revert to first party.

IN WITNESS WHEREOF, first party has caused these presents to be executed by its President and Secretary and its corporate seal to be attached hereto, this 8th day of April, 1935.

THE WESTERN PACIFIC RAILROAD COMPANY
INCORPORATED JUNE 8TH 1916

SEAL
THE WESTERN PACIFIC RAILROAD COMPANY,
By Charles Eisey
President.
Attest W. G. Bruen
Secretary.

STATE OF CALIFORNIA,
City and County of San Francisco,) ss.

On this 16th day of April in the year of our Lord, One Thousand Nine Hundred and Thirty-Five, before me Flora Hall, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared CHARLES EISEY, known to me to be the President, and W. G. BRUEN, known to me to be the Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, the corporation that executed the foregoing instrument and known to me to be the persons who executed the foregoing instrument on behalf of said corporation therein named, and they acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

FLORA HALL,
NOTARY PUBLIC
CITY & COUNTY OF SAN FRANCISCO, CAL.
BURSUA

SEAL
Flora Hall
Notary Public in and for the
City and County of San Francisco,
State of California.
My commission expires May 5, 1937

Recorded at the request of S. I. Co. Clerk, July 17, 1935, at 9:06 A. M. in Book #157 of Liens and Leases, Pages 133-34. No recording fee. (Signed) Jessie Evans, Recorder, Salt Lake County, Utah, by J. H. McKay, Deputy. (Reference: D-23,227,40 & 41, D-13,221,44 & 45.)

#763760

I, W. G. BRUEN, Secretary of THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, as such Secretary, do hereby certify that at an adjourned stated meeting of the Board of Directors of said corporation held at the office of said corporation on the 5th day of April, 1935, at which a quorum of said Board was present, a resolution was duly and regularly passed in the words and figures following, to wit:

"RESOLVED, that this corporation execute and deliver to SALT LAKE COUNTY, a political subdivision of the State of Utah, a grant deed, subject to the lien of this corporation's First Mortgage or Deed of Trust of date June 26, 1916, and also subject to the lien of this corporation's General and Refunding Mortgage of date January 1, 1932, of an easement for street purposes over that certain real property situated in the northeast quarter of the southeast quarter of Section 5, Township 1 south, Range 1 west, S.1.E. & M., Salt Lake County, State of Utah, described as follows:

BEGINNING at a point in the northerly right of way line of The Western Pacific Railroad Company, which point is located as follows: Commencing at a point on said right of way line which is 620.4 feet west and 286.8 feet south of the northeast corner of the Southeast quarter of Section 5, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence South 77° 33' West 621.6 feet along said right of way line to the true point of beginning; thence South 144.0 feet; thence East 33.0 feet along the southerly right of way line of The Western Pacific Railroad Company; thence North 151.28 feet to a point on said northerly right of way line; thence South 77° 33' West 33.79 feet along said northerly right of way line to the point of beginning, containing an area of 0.112 of an acre, more or less.

The above described parcel being the westerly 33 feet of that certain parcel of land conveyed to the Western Pacific Railway Company by John Davis by deed dated March 7, 1906 and recorded March 7, 1906 in Book 170 of Deeds at page 129, Salt Lake County Records; upon the following conditions subsequent:

1. Salt Lake County shall, at its sole cost and expense and to the satisfaction of this corporation, reconstruct or widen the present railroad crossing on the demised premises, including any drainage culverts or crossing protection that may be required, and further agrees to pay the entire cost of re-erecting such of this corporation's fencing, cattle guards, poles or signs as may be made necessary by the doing of any street work on the demised premises.

2. If the demised premises or any part thereof shall ever cease to be used for street purposes, this easement or such part thereof as shall have ceased to be so used shall revert to this corporation, its successors or assigns.

Said conditions constitute the sole consideration for said easement and each of them shall be construed as a condition subsequent.

Any breach of the foregoing conditions, or any of them, occurring after the delivery of said indenture shall have the effect of forfeiting the easement of Salt Lake County, its successors or assigns, and thereupon all rights of said Salt Lake County, its successors or assigns, in and to said real property shall revert to this corporation.

BE IT FURTHER RESOLVED, that the President and Secretary of this corporation be and they are hereby authorized and directed to execute said deed on behalf of this corporation and in its name and under its seal.

BE IT FURTHER RESOLVED, that the Secretary of this corporation be and he is hereby authorized and directed to attach to said deed a copy of this resolution duly certified to by him as such Secretary and under the seal of this corporation.

I DO FURTHER CERTIFY, that said resolution has not been revoked or amended and that the same is now in full force and effect at the time of the execution hereof.

IN WITNESS WHEREOF, I have hereunto signed my name as such Secretary and affixed the seal of said corporation this 8th day of April, 1935.

W.G.B.

THE WESTERN PACIFIC RAILROAD COMPANY
INCORPORATED JUNE 8TH 1916

W. G. Bruen
Secretary of
THE WESTERN PACIFIC RAILROAD COMPANY.

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation organized and existing under the laws of the State of California first party, does hereby grant upon the conditions subsequent, hereinafter expressed, which said conditions constitute the sole consideration for this conveyance, subject to the lien of its First Mortgage or Deed of Trust of date June 26, 1916, as well as to its General and Refunding Mortgage of date January 1, 1932, unto SALT LAKE COUNTY, a political subdivision of the State of Utah, second party, an easement for street purposes over all that certain real property situated in the northeast quarter of the southeast quarter of Section 5, Township 1 south, Range 1 west, S.1.E. & M., Salt Lake County, State of Utah, described as follows: