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BOOK

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Cont. Dept. No. 27751

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UTAH)
COUNTY OF WEBER) SS
RECORDED FOR

R. E. Gilman

OCT 19 01 PM '43

183 OF Deeds

233

Dorothy B. Campbell
COUNTY RECORDER
BY Charlotte Jacobs.

D E E D

from

BOYD B. STIMPSON

and

J. D. STIMPSON AND
ADDIE MAY STIMPSON

to

UNION PACIFIC RAILROAD COMPANY

PLATTED
RECORDED
COMPARED

ABSTRACTED
INDEXED
PAGED

Dated October 18, 1943.

Covering easements for drainage
improvements in
Weber County, Utah.

ORIGINAL

W. H. Hulseger
1023 U. P. Bldg
Rushwa. Neb

6-28-43
7-22-43.

KNOW ALL MEN BY THESE PRESENTS:

THAT, BOYD B. STIMPSON, a widower, of Ogden, Weber County, Utah, acting through J. D. Stimpson, his attorney in fact, pursuant to authority conferred on him by Power of Attorney duly executed by said Boyd B. Stimpson on the 18th day of September, 1947; and J. D. STIMPSON of Ogden, Weber County, Utah, father of said Boyd B. Stimpson, acting in his own behalf, and ADDIE MAY STIMPSON, his wife, (said Boyd B. Stimpson, acting through J. D. Stimpson, his attorney in fact, and said J. D. Stimpson, acting in his own behalf, and Addie May Stimpson, are hereinafter called "Grantors") in consideration of the sum of One Thousand One Hundred Dollars (\$1,100.00) in hand paid, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained, do hereby grant, bargain, sell, convey and confirm unto Union Pacific Railroad Company, a corporation of the State of Utah (hereinafter called "Grantee"), its successors and assigns, a perpetual easement for the construction, maintenance, operation, repair, renewal and reconstruction of pipe lines, catch basins, drains, ditches, retaining walls, roadways and other works and facilities required to protect the Grantee's right of way, roadbed and tracks from water damage, over, upon, under and across the following described real estate situate in the County of Weber, State of Utah, to wit:

A piece or parcel of land situate in and being all that part of the Southeast Quarter (SE 1/4) of Section Eighteen (18) Township Five (5) North, Range One (1) West, Salt Lake Base and Meridian, in Weber County, Utah, described as follows, to wit:

Beginning at a point in the east line of the Southwest Quarter of said Southeast Quarter (SW 1/4 of SE 1/4) of Section Eighteen (18) that is fifty (50) feet distant northeasterly, measured radially from the center line of the westerly, or westbound main track of the Union Pacific Railroad Company as now constructed and operated;

thence northerly along said east line of Southwest Quarter of Southeast Quarter (SW 1/4 of SE 1/4) a distance of one thousand ninety (1,090) feet, more or less, to a point in the east and west center line of said Southeast Quarter (SE 1/4);

thence easterly along said east and west center line of said Southeast Quarter (SE 1/4) a distance of two hundred seventy-one and four-tenths (271.4) feet to a point;

thence northwesterly along a straight line forming an angle from west to northwest of sixty degrees and twelve minutes (60° 12') with said east and west center

line of Southeast Quarter (SE 1/4) a distance of one thousand two hundred eighty-seven and three tenths (1287.3) feet, more or less, to a point in a straight line radial to said center line of westbound main track at Railroad Survey Station 52734+30.0 thereof, which is a point thereon that is two thousand five hundred twenty-nine and nine tenths (2529.9) feet distant northerly from the south line of said Southeast Quarter (SE 1/4), of Section Eighteen (18), measured along said center line of westbound main track;

thence westerly along said straight line radial to said center line of west bound main track at said Railroad Survey Station 52734+30.0 and which forms an angle from southeast to west of approximately one hundred eighteen degrees and fifty-three minutes ($118^{\circ} 53'$) with the last described course, a distance of two hundred (200) feet, more or less, to a point that is fifty (50) feet distant easterly measured radially from the center line, hereinafter described, of the original main track of said Railroad Company as originally constructed;

thence southerly along a line that is parallel with and fifty (50) feet distant easterly measured radially and/or at right angles; from said center line of original main track two thousand two hundred eighty-two (2282) feet, more or less, to the point of beginning;

containing an area of fifteen and five tenths (15.5) acres, more or less.

Said center line of original main track as originally constructed, hereinbefore referred to, is coincident with the center line of said westerly, or west bound main track as now constructed and operated, southerly of Railroad Survey Station 52727+08.3 thereof, which is a point thereon that is one thousand eight hundred eight and two tenths (1808.2) feet distant northerly from said south line of Southeast Quarter (SE 1/4) measured along said center line of west bound main track, and northerly of said Railroad Survey Station 52727+08.3 is the following described line, to wit:

Beginning at said Railroad Survey Station 52727+08.3 and running thence northerly along the center line, produced northwesterly, of the portion of said west bound main track lying southerly of said Railroad Survey Station 52727+08.3, a distance of ninety-seven and seven tenths (97.7) feet to a point;

thence continuing northerly along a line curving to the right having a radius of two thousand two hundred ninety-two and one one-hundredths (2292.01) feet and which is tangent at its point of beginning to the last described course, a distance of one thousand one hundred seventy-six (1176) feet to a point in the center line, produced southwesterly, of the tangent portion of the easterly, or east bound main track of said Railroad Company lying northerly of the north line of said Southeast Quarter (SE 1/4)

In addition to the foregoing grant of easement, the Grantors hereby grant to the Grantee, its successors and assigns:

- (a) The right to excavate, cut back and slope the bluff or hill on the east side of the right of way and tracks of the Grantee on the premises hereinbefore described, to the extent deemed necessary by the Grantee to protect its roadway, tracks and appurtenances;
- (b) The right to deposit and waste on the premises hereinbefore described earth and other materials removed from said bluff or hill, both on and off the lands of the Grantors, between Mile Posts 988 and 989; and
- (c) The right to use roadways, located on lands of the Grantors adjoining the premises hereinbefore described, for ingress and egress to said premises for the purpose of exercising the rights granted by this instrument.

The Grantee agrees, at its own cost and expense, to construct a 4-inch cast iron pipe line and catch basins in the location shown by yellow lines on the attached print dated June 15, 1943, marked "Exhibit A" and hereby made a part hereof. Said pipe line and catch basins shall be maintained and repaired by and at the expense of the Grantors after the work of original construction is completed in a manner satisfactory to the Grantee. In the event the Grantors fail so to do after thirty days written notice from the Grantee, the latter may perform the necessary maintenance and repair work to said pipe line and catch basins at the expense of the Grantors and the Grantors agree to reimburse the Grantee for the cost of such work promptly upon receipt of bills therefor. The Grantors hereby grant to the Grantee right and permission to construct said pipe line and catch basins upon lands of the Grantors beyond the westerly right of way line of the Grantee in the following location, to-wit:

Beginning at a point that is fifty (50) feet distant westerly from the center line of westbound main track, hereinbefore referred to, measured along a straight line radial thereto at Railroad Survey Station 52729+90.0, thereof, which is a point thereon that is two thousand ninety (2090) feet distant northerly from said south line of Southeast Quarter (SE 1/4) of Section Eighteen (18) measured along said center line of main track, and running thence westerly along a line approximately radial to said center line of westbound main track a distance of sixty (60) feet, more or less.

The Grantors for themselves, their heirs, executors, administrators, successors and assigns do hereby release the Grantee, its successors and assigns, from any and all claims and demands for damages of whatsoever nature sustained by the Grantors, their heirs, executors, administrators, successors and assigns, due to or arising either directly or indirectly from or by reason or as the result of the construction, maintenance, operation, repair, renewal and reconstruction of the said pipe lines, catch basins, drains, ditches, retaining walls, roadways and other works and facilities which may be placed upon the lands of the Grantors hereinbefore described, and also by reason of excavating, cutting back and sloping the bluff or hill located upon said lands and the depositing and wasting of earth and other materials upon said lands, all as hereinbefore mentioned, for which the easements, rights and privileges herein conveyed are granted.

TO HAVE AND TO HOLD the above mentioned easements, rights and privileges unto the said Union Pacific Railroad Company and to its successors and assigns, forever, and the said Grantors, for themselves and their heirs, executors and administrators, do covenant with said Union Pacific Railroad Company and with its successors and assigns that they, the said Grantors, are lawfully seized of said premises, that they are free from encumbrance, that they have good right and lawful authority to sell and convey the same as aforesaid and that they will, and their heirs, executors and administrators shall, warrant and defend the said easements, rights and privileges hereby granted unto the said Union Pacific Railroad Company, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, said BOYD B. STIMPSON has caused this instrument to be signed in his name by J. D. STIMPSON, his duly authorized attorney in fact, and J. D. STIMPSON, acting in his own behalf, and ADDIE MAY STIMPSON, his wife, have hereunto set their hands, all on this 18th day of October, 1943.

In Presence of:

W. E. Simpson

Boyd B. Stimpson

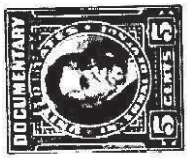
By J. D. Stimpson
Attorney-in-fact

J. D. Stimpson

J. D. Stimpson

J. D. Stimpson

Addie May Stimpson



STATE OF Utah }
COUNTY OF Wasatch } ss

On this 18th day of October, 1943, before me, a Notary Public in and for said County, personally came the above named J. D. Stimpson, Attorney-in-fact for Boyd B. Stimpson, one of the grantors in the foregoing deed, who is personally known to me to be the identical person who executed, as said Attorney-in-fact, the said deed and acknowledged that he executed the same as his voluntary act and deed as Attorney-in-fact for Boyd B. Stimpson and as the voluntary act and deed of said Boyd B. Stimpson, pursuant to the power of attorney described in said deed.

Witness my hand and notarial seal at Cody,

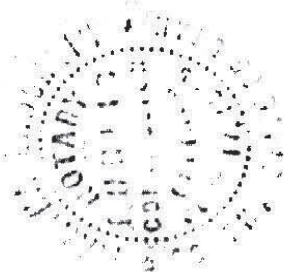
Utah, the date aforesaid.

My commission expires June 17th, 1943.

Martha C. Smith
Notary Public.

Residing at Cody Utah.

(Seal)



STATE OF Utah }
COUNTY OF Weber } ss

On the 18th day of October,
1943, personally appeared before me J. D. STIMPSON and ADDIE
MAY STIMPSON, his wife, the signers of the foregoing instru-
ment as two of the Grantors, who duly acknowledged to me that
they executed the same.

(SEAL)

Martha Laughlin
Notary Public

Residing at Ogden, Utah

My Commission expires June 17, 1945

