

Recorded FEB 18 1974 at 3:44 p.m.
Request of Helen Jacobsen
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 4.00 By JCA Deputy
Ref. AMF Box 22034
Salt Lake City, Utah 84122

2599944

RIGHT OF WAY AND EASEMENT GRANT

SALT LAKE, GARFIELD AND WESTERN RAILWAY COMPANY, Grantor, does hereby convey and warrant to JACOBSEN CONSTRUCTION COMPANY, INC., a corporation of the State of Utah, Grantee, its successors and assigns, for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, a right of way and easement forty (40) feet in width to construct, maintain, operate, repair, inspect, protect, remove and replace a private road crossing at grade (hereinafter called "crossing") through and across the following described land and premises situated in Salt Lake County, State of Utah, to-wit:

Beginning on an old fence line at a point North 86.5 ft. more or less and East 331 ft. from the Southwest corner of Section 34, T 1 N, R 1 W, S.L.B. & M., said section corner being an unmarked County Survey Monument located on the South right of way line of the Salt Lake, Garfield and Western RR., said beginning point is also S 0°04'57" W 34.69 ft. and E 331 ft. and N 86.5 ft. more or less from an unmarked County Surveyor Monument which is S 89° 57'27" W 2639.80 ft. from the North quarter corner of Section 3, T 1 S, R 1 W, S.L.B. & M. as shown on the Area Reference Plat on file in the Salt Lake County Surveyor's office, said beginning point is also N 89°58'38" E 172.33 ft. and South 686.25 ft. more or less and Easterly 156 ft. from a certain Salt Lake City Survey Monument in North Temple St. which is S 89°58'38" W 2577.29 ft. from a Salt Lake City Survey Monument at the intersection of the North Temple St. monument line (Salt Lake City Survey) and the Redwood Road monument line to the North (Salt Lake City Survey), and running thence from said point of beginning Easterly along said old fence line 40 ft.; thence South 86.5 ft. more or less to the South right of way line of the Salt Lake, Garfield and Western RR.; thence Westerly along said South right of way line 40 ft.; thence North 86.5 ft. more or less to the point of beginning.

The said right of way and easement shall extend through and across the above-described land and premises subject as follows, to-wit:

Grantee shall erect stop signs at both ends of the said right of way and easement.

Grantee shall not interfere in any manner with the operation of the Railroad by the owner.

Grantee shall maintain all asphalt or other improvements necessary to erect said crossing, and shall keep the flangeways at said crossing clean and free from dirt, gravel or other debris which might interfere with the safe operation of equipment by the railroad.

Grantee shall not permit said roadway to be used by the public or by any person or persons except the Grantee, its tenants, employees, or customers of the tenants or the Grantee, it being expressly stipulated that said roadway is a private one and not one

intended for public use.

Grantee shall indemnify and hold harmless the Railroad Company from and against any and all damages, claims, demands, actions, causes of action, costs and expenses of whatsoever nature which may result from any injury to or the death of any person whomsoever, or from loss or damage to property of any kind or nature, including damage to the roadbed, tracks, equipment or other property of the Railroad Company, when such injury, death, loss or damage is due in any way to the existence of said roadway, or to the construction, maintenance, repair, renewal, removal or use thereof.

TO HAVE AND TO HOLD the same unto the said Jacobsen Construction Company, Inc., its successors and assigns, with the right of ingress and egress to and from said right of way to maintain, operate, repair, inspect, protect, remove and replace the same. During temporary periods Grantee may use such portion of the property along and adjacent to said right of way as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of the crossing. The said Grantor shall have the right to use the said premises except for the purposes for which this right of way and easement is granted to the said Grantee.

The Grantee shall not build or construct nor permit to be built or constructed any building or other improvement over or across said right of way, nor change the contour thereof without written consent of Grantor. This right of way grant shall be binding upon and inure to the benefit of the successors and assigns of Grantor and the successors and assigns of the Grantee, and may be assigned in whole or in part by Grantee.

It is hereby understood that any parties securing this grant on behalf of the Grantee are without authority to make any representations, covenants or agreements not herein expressed.


IN WITNESS WHEREOF the Grantor has caused its Corporate name and seal to be hereunto affixed this 13th day of February,

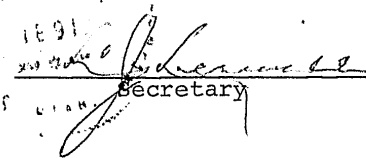
1974.

Attest:

SALT LAKE, GARFIELD AND WESTERN
RAILWAY COMPANY

By


Vice-President

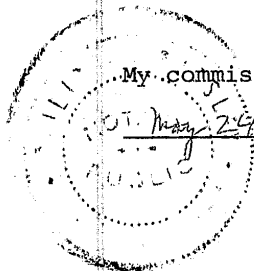

Secretary

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 13th day of February, 1974, personally
appeared before me REX L. FIRTH and
L. J. LERWILL, who being duly sworn, did say that
they are the Vice-President and Secretary, respectively, of Salt
Lake, Garfield and Western Railway Company and that the foregoing
instrument was signed on behalf of said corporation by authority
of the Articles of Incorporation and said REX L. FIRTH
and L. J. LERWILL acknowledged to me that said
corporation duly executed the same.

Philip C. Poyeley
Notary Public
Residing at: Salt Lake County, Utah

My commission expires:
May 24 1976



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