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MAR 30 1960

Recorded at Request of John Q. Woodruff  
at 10:45 a.m. Fee Paid \$ 5.50  
NELLIE M. JACK, Recorder Salt Lake County, Utah  
By Geo. Gosham Dep. Ref. 64 Fayette Ave., Salt Lake

THIS INDENTURE, Made this 5<sup>th</sup> day of November, 1959, by and between THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY, a corporation of the State of Delaware, party of the first part, and JOHN Q. WOODRUFF, of the County of Salt Lake, State of Utah, party of the second part,

WITNESSETH, That the party of the first part in consideration of the sum of Five Hundred Dollars (\$500.00) to it paid by the party of the second part, the receipt whereof is hereby acknowledged, and in consideration of the covenants of the party of the second part, hereinafter set forth in Part II hereof,

Part I

does by these presents convey, and to the extent herein set forth, warrant unto the party of the second part, his heirs and assigns, the following described tract of land situate, lying and being in Salt Lake County, State of Utah, to wit:



A tract of land beginning at a point on the North line of Lot 10 in the North 1/2 of Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake City, 154 Ft. East of the East property line of West Temple Street, which point is 8.5 Ft. West of the center line of a spur track, thence running South 94.1 Ft.; thence West 34 Ft., more or less, to a point approximately 10 Ft. distant measured at right angle from the center line of a curved spur track; thence North 15° 27' East 97.6 Ft. to a point on the North line of said Lot 10, 8.5 Ft. at right angle from the center of track; thence East 8 Ft., more or less, to the point of beginning.

This deed made in this Part I is made subject to the lien of all taxes and assessments levied or assessed upon or against the property described in this Part I for the year 1958 and subsequent years, which taxes and assessments the party of the second part, his heirs and assigns, agrees to pay and indemnify the party of the first part, its successors and assigns, against; and the said party of the first part does hereby covenant with the said party of the second part, his heirs and assigns, that it will warrant and defend the title to the said premises described in this Part I unto the said party of the second part, his heirs and assigns, forever against the lawful claims of all persons claiming by, from, or under the party of the first part, but against none other.

Part II

And the said party of the first part does by these presents grant, subject to the terms and conditions hereinafter set forth, unto the party of the second part, his heirs and assigns, an EASEMENT to

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use in common with such other persons, firms or corporations to whom the party of the first part, its successors and assigns, may grant similar rights or easements, the following described property situate, lying and being in Salt Lake County, State of Utah, to wit:

A tract of land beginning at a point on the North line of Fayette Avenue in said Lot 10, 172 Ft. East of the East property line of West Temple Street, and running thence North 45 Ft.; thence North 1° 24' West, 115 Ft., more or less, thence West 15.2 Ft. to the Southeast corner of the aforescribed property; thence North 33 Ft.; thence East 41 Ft.; thence South 193 Ft.; thence West 23 Ft. to the point of beginning;

for the sole purpose of a right of way for the party of the second part, his heirs, assigns, employees, agents and/or business invitees, for ingress and egress to and from the property described and conveyed in Part I hereof.

RESERVING, however, to the party of the first part, its successors and assigns, the right to construct at any and all times and to maintain, operate, repair and renew railroad tracks, signal lines, roadways, pipelines, sewer lines, drainage ditches and works, telephone, telegraph and electric power pole and wire lines, over, along, under and across (but in such a way as not unreasonably to interfere with the easement granted in this Part II) the premises hereinbefore described in this Part II, it being understood that the rights so reserved to the party of the first part, its successors and assigns, are retained along with the general right of said party of the first part, its successors and assigns, to the use of the said premises described in this Part II for any purposes not inconsistent with the use by the party of the second part, his heirs and assigns, of said easement for the purpose herein defined.

Reserving further to the party of the first part, its successors and assigns, the right to grant to other persons, firms and corporations rights and easements to pass over, along and across the property described in this Part II.

It is expressly made a condition of the easement granted in this Part II that if the party of the second part, his heirs or assigns, shall abandon the premises herein described in this Part II for ingress and egress purposes, or if said premises shall be used for any other purpose, then in either of such events the easement granted in this Part II shall cease and determine, and the title to the land herein described in this Part II shall be relieved of the burden of this easement, and it is further agreed that a non-user of the easement hereby granted in this Part II for a period of one (1) year shall be deemed an abandonment of said premises.

The easement granted in this Part II is also granted upon the following conditions which the party of the second part by the acceptance of this deed covenants for himself, his heirs and assigns, to faithfully keep, observe and perform, to wit:

(a) The party of the second part, his heirs and assigns, employees, agents and business invitees shall not park any automobile, truck, or other vehicle at any time upon the premises described in this Part II or place any structures or materials or obstructions of any kind upon said premises, and the party of the second part, his heirs and assigns, employees, agents and business invitees shall not interfere with in any manner or delay the operations of the party of the first part, its successors and assigns, on or along or over any railroad tracks now existing or hereafter constructed on, along, across or over said premises described in this Part II, or interfere with any use to which the party of the first part, its successors and assigns, may desire to put the premises described in this Part II.

(b) The party of the second part, his heirs and assigns, shall indemnify and save harmless the party of the first part, its successors and assigns, from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expense of whatsoever nature growing out of injuries to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such injury, death, loss, destruction or damage, howsoever caused, arises in any way in connection with or incident to the use by the party of the second part, his heirs and assigns, employees, agents and/or business invitees of the property described in this Part II.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed the day and year first herein written.

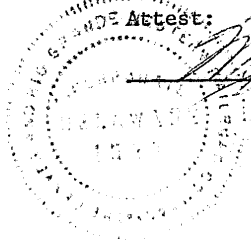
Witness:

E. R. Young

THE DENVER AND RIO GRANDE WESTERN RAILROAD COMPANY

By [Signature]  
President

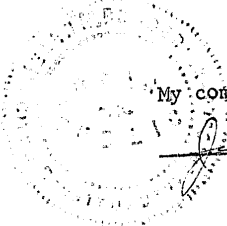
Attest: [Signature] (Seal)  
Secretary



STATE OF COLORADO, )  
 ) SS.  
CITY AND COUNTY OF DENVER)

On this 5<sup>th</sup> day of November, A.D., 1959,  
personally appeared before me G. B. AYDELOTT and W. G. PRESCOTT,  
who being by me duly sworn did say, each for himself, that he,  
the said G. B. AYDELOTT is the President, and he, the said  
W. G. PRESCOTT is the Secretary, of THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY, a corporation, and that the within and  
foregoing instrument was signed in behalf of said corporation by  
authority of a resolution of its Board of Directors, and the  
said G. B. AYDELOTT and W. G. PRESCOTT each duly acknowledged to  
me that said corporation executed the same and that the seal  
affixed is the seal of said corporation.

Helen R. Broderick  
Notary Public



My commission expires:

June 12, 1963