

Entry No 10495.

THIS DEED, made this 31st day of July, in the year of our Lord one thousand nine hundred and twelve, between UTAH FUEL COMPANY, a corporation of the State of New Jersey (hereinafter called the Fuel Company), party of the first part, and the DENVER AND RIO GRANDE RAILROAD COMPANY, a corporation of the States of Utah and Colorado (hereinafter called the Railroad Company), party of the second part, witnesseth:

That the said Fuel Company, for and in consideration of the sum of Thirty-one thousand, two hundred sixty and sixty-six one-hundredths dollars (\$31,260.66) to it in hand paid by the Railroad Company, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and con firm unto the said Railroad Company, its successors and assigns, forever, all the following described property situated in the County of Carbon, State of Utah, to-wit:

Certain Railroad tracks as now constructed and existing upon and along the following described routes, that is to say:

Commencing at the point of a switch in the Railroad Company's scale track about fifteen (15) feet easterly from the center line of the main track of the Railroad Company's Sunnyside Branch on the easterly side of the Fuel Company's coke ovens at Sunnyside railroad yards, in said Carbon County, Utah, said point being situated about six hundred (600) feet east and about thirteen hundred (1300) feet north from the quarter section corner between Sections Five (5) and Six (6), in Township Fifteen (15) South, Range Fourteen (14) East of the Salt Lake Meridian; thence extending in a general southwesterly direction parallel with and about fifteen (15) feet southeasterly from the center line of said main track a length of about two thousand (2000) feet to a connection with said main track at a point about seven hundred and ten (710) feet west from the aforesaid quarter section corner.

Also two certain lines of track branching out southwards from the above described line in the southwesterly portion of the Northwest quarter of said Section Five (5), whence said two tracks extend southwesterly, one track about twenty-three hundred (2300) feet in length on the easterly and the other track about twenty-two hundred and fifteen (2215) feet in length on the westerly side of the coke ovens as now existing in the Northeast quarter of the Southeast quarter of the above mentioned Section Six (6), to a switch joining said two tracks into one at a point about three hundred and forty (340) feet distant southwesterly from said coke ovens; thence a line of single track about nineteen hundred and seventy (1970) feet in length extending southwesterly, curving to the right about seven hundred (700) feet southwesterly from the center of the Southeast quarter of said Section Six (6), and continuing northwesterly and northerly to a switch which forms the southerly connection of a wye track in the Northwest quarter of the Southeast quarter of said Section 6, thence the westerly leg of said wye track extending in a northwesterly and westerly direction a length of about eight hundred and seventy-five (875) feet, and the easterly leg of said wye track extending in a northeasterly direction a length of about nine hundred and five (905) feet, to connections with the aforesaid main track in said last-mentioned subdivision of said Section 6.

Also a line of single track commencing at the point of a switch in the easterly siding of said Sunnyside railroad yards about forty (40) feet southerly from the north sideline of said Section 5; thence extending in a general southerly and southwesterly direction across the west half of the Northwest quarter of said Section 5 a length of about twenty-eight hundred and ninety (2890) feet to and over a slack bin of the Fuel Company, and extending at a point about fifty-five (55) feet north and one hundred fifty-five (155) feet east from the center of said Section 5.

TOGETHER with the right of way for said tracks, and each of them, over the lands above described at all points sufficient in width for the clearance of cars and locomotives, and for the convenient operation of trains over said tracks as said tracks are now located.

Together also with all and singular the hereditaments and appurtenances belonging or in any way appertaining to the property hereinabove conveyed, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim and demand whatsoever of the Fuel Company either in law or equity of, in or to the above bargained property and premises with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said property and the premises above bargained and described, with the appurtenances, unto the Railroad Company, the said party of the second part, its successors and assigns, forever.

And the said Fuel Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain and agree to ~~the~~ and with the Railroad Company, party of the second part, its successors and assigns, the above bargained premises in the quiet and peaceable possession of the Railroad Company, party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof by, through or under the Fuel Company, party of the first part, the said Fuel Company, party of the first part, shall and will warrant and forever defend.

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

UTAH FUEL COMPANY,

By E. T. Jeffery  
President.

ATTEST:

S. C. Mathews,  
Secretary.

State of New York, )  
                          ) ss.  
County of New York, )

On the 3rd day of August, 1918, personally appeared before me E. T. Jeffery, and being duly sworn, did say that he is the president of the Utah Fuel Company, and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and said E. T. Jeffery acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal the day and year above written.

My commission expires March 30, 1918

S. D. Fricke  
Notary Public.

Recorded September 12th 1918 at 11 A.M.

A. V. McKinnon, Recorder

per Josiah T. L. L. L. Deputy