

NON-EXCLUSIVE ASSIGNMENT OF CROSSING RIGHTS

THIS ASSIGNMENT, dated this 21 day of January, 2008, executed between Anderson Geneva, LLC, Ice Castle Retirement Fund, L.L.C., Anderson Geneva Development, Inc., (collectively "Assignor") and East Lake At Geneva Owner's Association, Inc. ("Association").

RECITALS:

WHEREAS, Assignor is the owner of a private crossing over and across railroad tracks owned by Union Pacific, located at approximately 1600 North Geneva Road, Vineyard, Utah (the "Crossing"), and

WHEREAS, Assignor's rights of use of the Crossing are set forth in a certain Road Crossing Agreement dated May 20, 1968, between Los Angeles & Salt Lake Railroad Company, Union Pacific Railroad Company, and United States Steel Corporation, which was recorded on September 6, 1968, in the Recorder's Office of Utah County, Utah, a copy of which agreement is attached hereto as Exhibit A, by reference made a part hereof (the "Crossing Agreement"), and

WHEREAS, Union Pacific Railroad Company ("RR Company") is the owner of the railroad tracks and rights as the Railroad Company described in the Crossing Agreement, and

WHEREAS, Assignor has created private road subdivisions known as the East Lake At Geneva Industrial Business Park, Phase 1, and East Lake At Geneva Industrial Business Park, Phase 3, Plat A, located within the cities of Vineyard Town and Lindon City, Utah (the "Subdivisions"), and

WHEREAS, Assignor has transferred and will transfer certain lots within the Subdivisions to persons and entities who are or will become owners of lots within the Subdivisions (collectively such owners and their tenants, occupants or users of the lots will be referred to as "Owners"), and

WHEREAS, to provide access over and across the Crossing for the benefit of the Owners in the Subdivisions, Assignor has agreed to assign to the Association a partial, non-exclusive right to use the Crossing for access for the Owners, families of Owners, and their tenants, employees, guests and invitees, subject to the limitations set forth herein and in the Crossing Agreement.

NOW THEREFORE, in consideration of the terms and conditions set forth herein and the actions described in the foregoing Recitals, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Association the following non-exclusive rights in the Crossing and Crossing Agreement:

1. Assignment. Assignor assigns to Association a non-exclusive right to use the Crossing for the benefit only of the Owners, and for families of Owners, and their tenants, employees, guests and invitees, subject to the express limitations set forth herein and in the

Crossing Agreement. This right may only be used for the purposes of accessing and driving upon the private roads within the Subdivisions and only by Owners, families of Owners, and their tenants, employees, guests and invitees.

2. Limitations of Use. This right is not an assignment of a public access easement or public right to cross the Crossing. This right is solely for the benefit of Owners, families of Owners, and their tenants, employees, guests and invitees. This is not intended for and shall not become a public right of way or easement. As often as is reasonably necessary to prevent the public from acquiring any right in or to the Crossing, Assignor may close this Crossing in order to signify to the public and to all other persons using this Crossing that this is a private crossing right and not a public crossing right. During such closings, Assignor shall provide a guard at the Crossing who shall allow access by all persons and vehicles who have the right to use the Crossing pursuant to this Agreement.

3. Assumption of Liability. Association shall indemnify, defend and hold harmless Assignor and RR Company, and their respective assigns, from and against any and all claims, damages, injuries, property damages, liabilities, lawsuits or administrative proceedings (including appeals), costs and expenses, including attorney fees and costs incurred in defending any such claims or liabilities, regardless of the type or nature of such claims, arising out of or related to the use of the Crossing by Association or its Owners or their families, tenants, employees, guests or invitees, unless such claims are directly the result of actions of RR Company and are solely and directly due to the negligence of RR Company.

4. Costs For Repair and Maintenance. The Crossing Agreement imposes liability for the cost of repair and maintenance of the Crossing upon the holders of the Crossing rights. Association shall be liable for its share of the costs of maintenance and repair of the Crossing as such costs are incurred. Upon receipt of any invoices or bills from the RR Company, Assignor shall provide to Association a copy of such invoices or bills and Association shall pay its share of such costs within the time required under the Crossing Agreement. The share of such costs to be paid by Association shall be based on an equitable portion of such costs based on relative uses by Association and its Owners, families of Owners, tenants, employees, guests and invitees of Owners as compared to use by Assignor and its tenants, tenants, employees, agents and invitees. Failure to pay such costs by Association shall be a breach of this Agreement.

5. Assignment and Transfer. Association shall have the right to convey to any Owner a license for use of the Crossing during the term of ownership, use or occupancy of any lot within the Subdivision, subject to the terms and conditions of this Agreement and the Crossing Agreement. The license shall be limited to the period of use and/or ownership, lease or occupancy by Owners of lots within the Subdivisions. Any license granted to Owners shall automatically terminate upon the termination of ownership, lease, occupancy or use of any lot within the Subdivisions.

All persons granted a license hereunder shall agree to own, use or operate their respective lots and activities on or in the lots within the Subdivisions consistent with the terms and conditions of this Assignment and the Crossing rights. Any Owner who fails to pay its

assessment to Association or who fails to pay its share of costs for maintenance and repair of the Crossing may have its license hereunder terminated or suspended.

Association shall have no right to otherwise assign its rights hereunder except to a successor owners association, or by way of temporary license to Owners, subject to the consent of Assignor, which consent will not be unreasonably withheld. Nothing herein shall restrict or affect Assignors right of use or assignment of rights in the Crossing.

6. Term. The rights granted herein shall be perpetual and shall run with the land contained within the Subdivisions, subject to termination under the Crossing Agreement and subject to termination under this Agreement. Assignor agrees not to exercise its termination rights under the Crossing Agreement, or take any other action that would terminate the Crossing Agreement, except as specifically permitted under this Agreement. All rights hereunder shall terminate and become void if the Crossing becomes a public crossing right. All duties or liabilities incurred in respect to the Crossing prior to any such termination shall remain effective after termination and the parties affected shall remain liable after termination of the rights granted in this Agreement.

7. Insurance. Association shall be required to purchase insurance providing for liability insurance coverage in the amount of at least \$2,000,000 for personal injury, death and property damage, related in any way to the use of the Crossing in accordance with this Agreement, and the Crossing Agreement. Such insurance may be increased at the request of Assignor from time to time as may be reasonably required to adjust for inflation and claims inflation. Such insurance shall be with companies reasonably approved by Assignor. Association shall be required to provide certificates of insurance to Assignor at least annually, shall name Assignor and its successors and mortgagees and the RR Company as additional insureds, and shall require at least thirty days written notice to Assignor prior to cancellation. If Association shall fail to provide such insurance coverage, Assignor shall have the right to procure such insurance on behalf of Association and Association shall reimburse Assignor upon demand for payment.

8. Default. If Association or any Owners shall misuse this Crossing right, fail to pay costs for maintenance and repairs, fail to obtain insurance required herein, or otherwise breach the terms of this Agreement or the Crossing Agreement, Assignor may provide notice of such default to Association or any Owners. If Association or any Owners fail to cure the default within thirty (30) days of Assignors written notice of such breach or default, then Assignor shall have the right, at its election, to bring an action for damages, unpaid costs, specific performance, injunctive relief. No delay on the part of Assignor in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of Assignor of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise thereof of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that Assignor may otherwise have at law or in equity.

9. Miscellaneous.

9.1 Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or by reliable courier or package delivery service, or sent by certified, registered or express mail, postage prepaid. Any such notice shall be deemed given when so delivered personally, or by courier or package delivery service, or, if mailed, three (3) days after the date of deposit in the United States mails. Any party may, by notice given in accordance with this Paragraph to the other parties, designate the address or person for receipt of notice hereunder.

9.2 Entire Agreement. The Agreement (including Exhibits and Scheduled) contains the entire agreement among the parties with respect to the Crossing rights granted herein and supersedes all prior agreements, written or oral, with respect thereto.

9.3 Waivers and Amendments. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise thereof of any other such right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

9.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. Any action hereunder shall be brought within Utah County, State of Utah.

9.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and legal representatives.

9.6 No Third Party Beneficiaries. Except as specifically set forth in this Agreement, nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

9.7 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

9.8 Exhibits and Schedules. The Exhibits and Schedules are a part of this Agreement as if fully set forth herein. All references herein to Paragraphs, Sub-paragraphs, Exhibits and Schedules shall be deemed references to such parts of this Agreement, unless the context shall otherwise require.

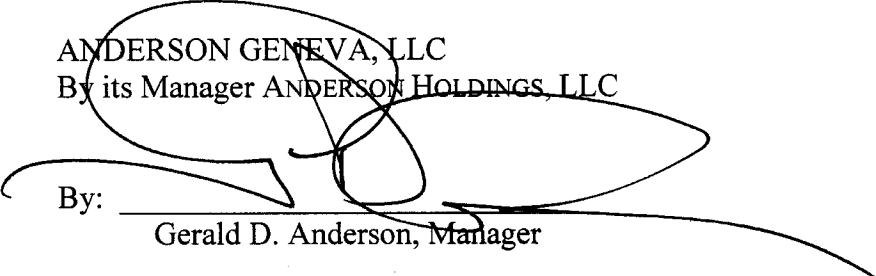
9.9 Headings. The headings in this Agreement are for reference only, and shall not affect the interpretation of this Agreement.

9.10 Severability. If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

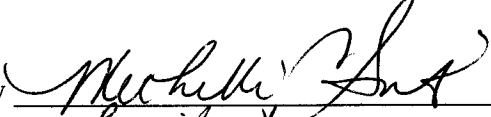
9.11 Recording. This Agreement may be recorded with the Utah County Recorder's office at the request of any party or any Owner, at the expense of the party requesting recordation.

IN WITNESS WHEREOF the parties have executed this Agreement.

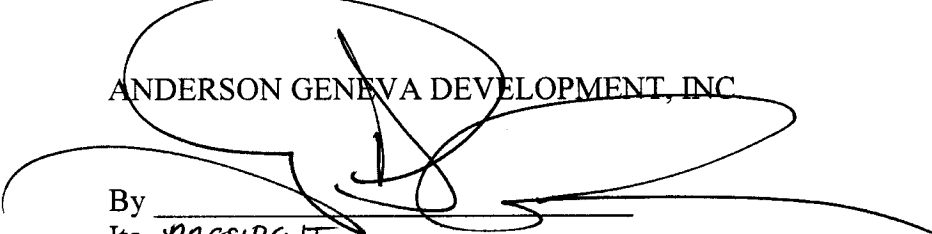
ANDERSON GENEVA, LLC
By its Manager ANDERSON HOLDINGS, LLC

By: 
Gerald D. Anderson, Manager

ICE CASTLE RETIREMENT FUND L.L.C.
By its Manager 1031 Intermediary Services, Inc.

By 
Its President

ANDERSON GENEVA DEVELOPMENT, INC

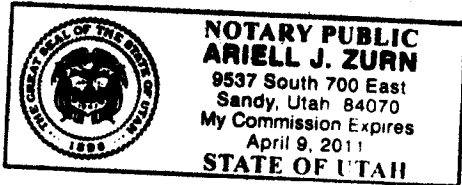
By 
Its PRESIDENT

EAST LAKE AT GENEVA OWNER'S ASSOCIATION, INC.

By 
Its President

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

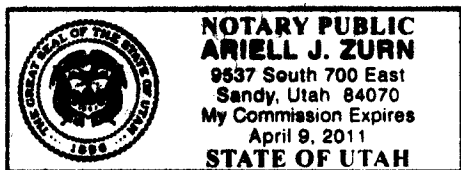
On the 29th day of January, 2008, personally appeared before me Gerald D. Anderson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as Manager of ANDERSON HOLDINGS, LLC, a Utah limited liability company, the Manager of ANDERSON GENEVA, LLC, a Utah limited liability company, and that said instrument was signed in behalf of said limited liability company.



Ariell J. Zurn
Notary Public

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

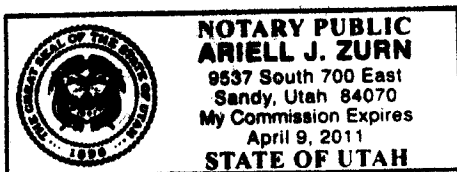
On the 29th day of January, 2008, personally appeared before me Michelle C. Smith, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same, as President of 1031 Intermediary Services, Inc., for and on behalf of 1031 Intermediary Services, Inc., acting for and on behalf of Ice Castle Retirement Fund L.L.C., as its sole Member.



Ariell J. Zurn
Notary Public

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

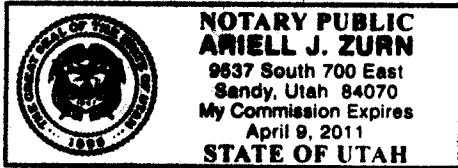
On the 29th day of January, 2008, personally appeared before me Gerald D. Anderson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same, as President of Anderson Geneva Development, Inc., for and on behalf of Anderson Geneva Development, Inc.



Ariell J. Zurn
Notary Public

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

On the 29th day of January, 2008, personally appeared before me Gerald D. Anderson, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as President of East Lake at Geneva Owner's Association, Inc., for and on behalf of East Lake at Geneva Owner's Association.



Ariell J. Zurn

Notary Public

Legal Descriptions

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 5; THENCE N.89°21'41"E. ALONG THE SECTION LINE A DISTANCE OF 2003.06 FEET AND SOUTH A DISTANCE OF 1343.36 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89°29'57"E. A DISTANCE OF 1911.00 FEET; THENCE S.57°33'44"E. A DISTANCE OF 98.51 FEET; THENCE S.00°49'35"E. A DISTANCE OF 1236.70 FEET; THENCE S.00°20'45"E. A DISTANCE OF 66.00 FEET; THENCE S.89°39'15"W. A DISTANCE OF 2857.35 TO A POINT OF CURVATURE OF A 50.00-FOOT RADIUS TANGENT TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 56.26 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 64°28'00" AND A CHORD THAT BEARS S.57°25'15"W. A DISTANCE OF 53.34 FEET TO A POINT OF CURVATURE OF A 66.00-FOOT RADIUS TANGENT REVERSE CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 281.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 244°28'00" AND A CHORD THAT BEARS N.32°34'45"W. A DISTANCE OF 111.66 FEET; THENCE S.89°39'15"W. A DISTANCE OF 407.63 FEET; THENCE ALONG THE ARC OF A 2657.04-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1416.53 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 30°32'44" AND A CHORD THAT BEARS N.74°43'38"E. A DISTANCE OF 1399.81 FEET; THENCE EAST A DISTANCE OF 7.31 FEET; THENCE NORTH A DISTANCE OF 924.32 FEET TO THE POINT OF BEGINNING.
PART OF TAX PARCEL NO. 17-019-0005

ALSO A PARCEL OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE EAST ¼ CORNER OF SAID SECTION 5; THENCE SOUTH 5.67 FEET; THENCE WEST 939.41 FEET TO THE REAL POINT OF BEGINNING;

THENCE S 89°39'16" W 36.90 FEET; THENCE S 89°39'15" W 359.47 FEET; THENCE N 00°49'35" W 1269.70 FEET; THENCE S 57°33'44" E 247.64 FEET; THENCE S 07°47'29" E 85.00 FEET; THENCE N 82°12'31" E 50.00 FEET; THENCE S 07°47'29" E 1066.76 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83.

PART OF TAX PARCEL NO. 17-021-0005

ALSO A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 5; THENCE N.89°42'13"E. 1370.24 FEET; THENCE SOUTH 2663.32 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89°39'15"E. 359.47 FEET; THENCE N.89°39'16"E. 36.90 FEET; THENCE S.07°47'29"E. 33.28 FEET; THENCE S.89°39'16"W. 41.22 FEET; THENCE S.89°39'15"W. 359.47 FEET; THENCE N.00°20'45"W. 33.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM CENTRAL ZONE NAD 83.
PART OF TAX PARCEL NOS. 17-019-0005 AND 17-021-0005

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C. D. No. 30408-2

8874

CONTRACT

L. D. No. 20816

Audit No. _____

Between

LOS ANGELES & SALT LAKE RAILROAD COMPANY
UNION PACIFIC RAILROAD COMPANY

and

UNITED STATES STEEL CORPORATION

Private Road Crossing

near

Pipemill, Utah
(M. P. 761.09)

DUPLICATE ORIGINAL - LABEL UP COPY

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ROAD CROSSING AGREEMENT

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THIS AGREEMENT, made and entered into this *10th* day of *March* 19 *64*, by and between **LOS ANGELES & SALT LAKE RAILROAD COMPANY**, a corporation of the State of Utah, and its Lessee, **UNION PACIFIC RAILROAD COMPANY**, a corporation of the State of Utah, (hereinafter collectively called "Railroad Company"), parties of the first part, and

UNITED STATES STEEL CORPORATION, a Delaware corporation,

Developer (called "Licensee"), party of the second part, WITNESSETH:

WHEREAS, the Licensee owns land ~~situated~~ ^{located} and configured to the right of way of the Railroad Company in the vicinity of MP 761.09 on the Provo Subdivision, near Pipehill, Utah County, Utah; and

WHEREAS, the Licensee, in order to provide convenient access ~~to~~ ^{to} said property from a public highway ~~and~~ ^{and} of the right of way, ~~desires the right to~~ ^{widen and improve} and thereafter to maintain and use a private roadway (hereinafter called "roadway"), across the right of way and track of the Railroad Company ~~substantially in the location shown in yellow on~~ ^{substantially in the location shown in yellow on} the attached print, dated December 26, 1967, marked Exhibit "A", and hereby made a part hereof; and

WHEREAS, the Railroad Company is willing that such a roadway be provided to the location aforesaid, for the use of the Licensee, subject to the stipulations, conditions and agreements hereinafter stated:

IT IS HEREBY AGREED by and between the parties hereto as follows, to-wit:

1. **RAILROAD COMPANY GRANTS RIGHT TO LICENSEE:**
The Railroad Company hereby grants unto the Licensee the right to construct, or have constructed, and thereafter during the term hereof, to maintain and use said roadway in the location heretofore described, which grant is made expressly subject to the conditions and performance by the Licensee of all and singular the conditions, covenants and agreements hereinafter contained to be by the Licensee kept, observed and performed it being hereby stipulated that a waiver by the Railroad Company of any

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ROAD CROSSING AGREEMENT

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breach of any such condition, covenant and agreement shall in no way limit the right of the Railroad Company to grant itself or any subsequent branch thereof.

The Railroad Company shall be held harmless and indemnified by the Licensee for all damages, losses and expenses of any kind which may be incurred by the Railroad Company or any of its branches, agents, servants or employees in the performance of its duties under this agreement, and the Licensee shall be held harmless and indemnified by the Railroad Company for all damages, losses and expenses of any kind which may be incurred by the Licensee or any of its branches, agents, servants or employees in the performance of its duties under this agreement.

2. RAILROAD COMPANY TO WIDEN CROSSING:

The Railroad Company shall, at the expense of Licensee furnish all material and perform all labor to widen the crossing over its tracks, and shall also relocate one crossing sign.

3. LICENSEE TO BEAR COST OF CONSTRUCTION AND SUBSEQUENT MAINTENANCE:

The Licensee shall pay to the Railroad Company the entire cost and expense incurred by the Railroad Company for all materials and labor used in connection with the construction of said crossing as provided in the preceding section hereof, and shall pay to the Railroad Company any and all expense subsequently incurred by the Railroad Company in connection with the maintenance, repair, removal and replacement of said crossing and all apparatus which are to be used by the Railroad Company or its branches, agents, servants or employees in the performance of its duties under this agreement.

The Licensee shall be held harmless and indemnified by the Railroad Company for all damages, losses and expenses of any kind which may be incurred by the Licensee or any of its branches, agents, servants or employees in the performance of its duties under this agreement, and the Railroad Company shall be held harmless and indemnified by the Licensee for all damages, losses and expenses of any kind which may be incurred by the Railroad Company or any of its branches, agents, servants or employees in the performance of its duties under this agreement.

4. LICENSEE TO BE SHARING:

The Licensee shall be held harmless and indemnified by the Railroad Company for all damages, losses and expenses of any kind which may be incurred by the Licensee or any of its branches, agents, servants or employees in the performance of its duties under this agreement, and the Railroad Company shall be held harmless and indemnified by the Licensee for all damages, losses and expenses of any kind which may be incurred by the Railroad Company or any of its branches, agents, servants or employees in the performance of its duties under this agreement.

5. LICENSEE SUBJECT TO SUPERIOR RIGHTS:

The Licensee shall be held harmless and indemnified by the Railroad Company for all damages, losses and expenses of any kind which may be incurred by the Licensee or any of its branches, agents, servants or employees in the performance of its duties under this agreement, and the Railroad Company shall be held harmless and indemnified by the Licensee for all damages, losses and expenses of any kind which may be incurred by the Railroad Company or any of its branches, agents, servants or employees in the performance of its duties under this agreement.

6. DISCONTINUATION, RELOCATION OR REMOVAL OF ROADWAY:

The Licensee shall be held harmless and indemnified by the Railroad Company for all damages, losses and expenses of any kind which may be incurred by the Licensee or any of its branches, agents, servants or employees in the performance of its duties under this agreement, and the Railroad Company shall be held harmless and indemnified by the Licensee for all damages, losses and expenses of any kind which may be incurred by the Railroad Company or any of its branches, agents, servants or employees in the performance of its duties under this agreement.

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ROAD CROSSING AGREEMENT

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14. LICENSEE TO KEEP PLANKWAYS CLEAN:

The Licensee shall keep the plankways so said crossing clean and free from dirt, gravel or other debris which might interfere with the safe operation of trains, engines or cars operated by the Railroad Company.

15. SUCCESSORS AND ASSIGNS:

This agreement shall be binding upon and have to the benefit of the Railroad Company and its successors and assigns, the Licensee, and the successors in interest of the Licensee.

This agreement may be terminated by Licensee as of the anniversary date of any lease year by giving sixty (60) days written notice to Railroad Company of Licensee's intention to terminate.



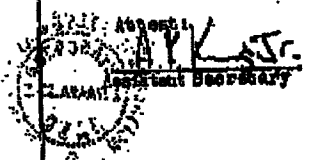
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on the day and year first above written.

LOS ANGELES & SALT LAKE RAILROAD COMPANY
SOUTHERN PACIFIC RAILROAD COMPANY

Witness
R. M. Henderson *J. J. ...*
Vice President

UNITED STATES STEEL CORPORATION,

By *G. W. Hunter*
Its Vice President



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STATE OF NEBRASKA
County of Douglas

On the 1st day of August, 1968, before me, a Notary Public in and for said County, personally appeared F. J. HALL, to me personally known to be the Vice President of LOS ANGELES & SAUL LEON RAILROAD COMPANY and UNION PACIFIC RAILROAD COMPANY, who, being duly sworn, did say that the seals affixed to the foregoing instrument are the corporate seals of said corporations and that said instrument was signed, sealed and executed in behalf of said corporations by authority duly conferred by their By-Laws, and acknowledged to me said instrument to be the free act and deed of said corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

[Signature]
Notary Public

My Commission Expires: July 28, 1968
Residing at Dallas, Texas



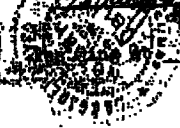
STATE OF PENNSYLVANIA
County of Allegheny

On the 20th day of May, 1968, before me, a Notary Public, personally appeared T. F. Hunter, to me personally known to be the Vice President of IRONSTEEL STATES STEEL CORPORATION, who, being duly sworn, did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed, sealed and executed in behalf of said corporation by authority duly conferred according to law, and acknowledged to me said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

[Signature]
Notary Public

My Commission Expires: May 24, 1968



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[Handwritten signature]
APPROVED AS TO
CORRECTNESS

APPROVED AS TO
CORRECTNESS
[Handwritten signature]
SUPERVISOR

APPROVED
[Handwritten signature]
FOR THE DISTRICT ENGINEER

[Handwritten signature]
FOR CHIEF ENGINEER

APPROVED TO BE SUBMITTED

[Handwritten signature]
ENGINEER

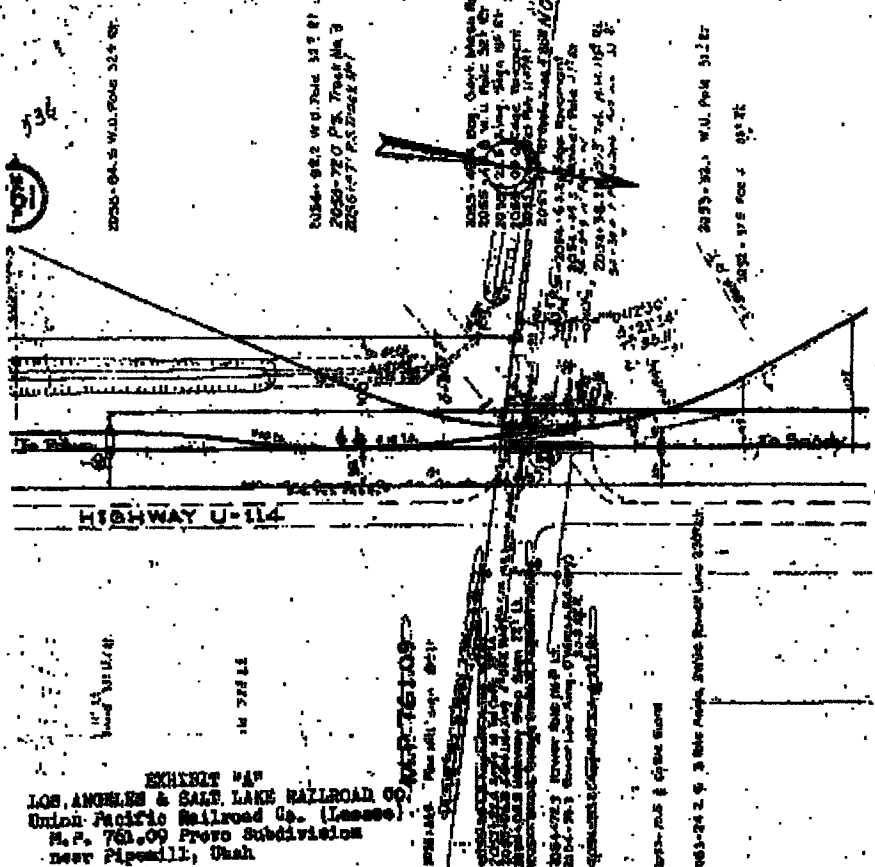


EXHIBIT "A"
LOS ANGELES & SALT LAKE RAILROAD CO.
Union Pacific Railroad Co. (Lessee)
M.P. 761.09 Provo Subdivision
near Pipeville, Utah

To accompany agreement with United States Steel Corporation covering 2 private flange plank and asphalt road crossings.

UTAH DIVISION NO. 8255
Scale: 1" = 100'
Office of Division Engineer
Salt Lake City, Utah 12-26-67

LEGEND

Crossings shown.....Yellow
RR R/W shown outlined.....Red

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UNION PACIFIC RAILROAD COMPANY

TRANSPORTATION DIVISION
LAW DEPARTMENT

LD 20816
10 SOUTH MAIN STREET
SALT LAKE CITY, UTAH 84101
Sept. 3, 1968

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BREAN R. LEVISON
Attorney General
A. J. MATHIS
Deputy Attorney General
WENDELL P. GOSNEY
Deputy Attorney General
SCOTT W. JOHNSON
Deputy Attorney General
ROBERT W. HERRING
Deputy Attorney General

UNITED STATES STEEL CORPORATION - Private road
crossing - MP 761.09, near Pipehill, Utah.....

County Recorder
Utah County
Provo, Utah

Dear Madam:

Under date of Aug. 28th I sent you the Railroad Company's copy of the above mentioned agreement for recording, and it has been returned with the notation that a legal description of the property involved is required. Said crossing is described as follows:

Said roadway is to cross center line of main track of the Railroad Company at right angles thereto at Engineer's Station 2054 plus 80.0, which is 45 feet northerly, measured along said center line, from its intersection with the E-W center line of Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, substantially as shown in yellow on the print, dated Dec. 26, 1967, marked Exhibit "A", attached to said agreement..

The Railroad Company's copy of the agreement is returned to you herewith, and I trust that with the above description you will now be able to record same.

Yours truly,
UNION PACIFIC RAILROAD COMPANY.

By *[Signature]*
General Solicitor

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