

A G R E E M E N T .

THIS INDENTURE, Made this 30th day of October, 1919, by and between MUTUAL COAL COMPANY, a Utah corporation, party of the first part, and MORTON COAL COMPANY, a Utah, corporation, party of the second part, WITNESSETH:

That whereas, said first party is the owner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and N $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 7, T. 13, S., R. 9 E., and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 12, T. 13 S., R. 8 E., S.L.M.; and

Whereas, it has been mutually agreed that said second party shall have the right to the use of certain portions of said described land for the purpose and under the conditions hereinafter set forth;

Now therefore, in consideration of the sum of One Dollar and other valuable consideration in hand paid by the party of the second part to the party of the first part, the receipt whereof is hereby acknowledged, the party of the first part by these presents hereby grants to the party of the second part, its successors and assigns, a right of way over so much of the above described land as shall be necessary for the construction, operation and maintenance by it of a coal tipple, tram tracks, and railroad tracks, the center of which is represented by blue lines upon plat hereto attached and made a part of this agreement, the said first party reserving to itself, its successors and assigns the right to construct, operate and maintain its tram tracks and railroad tracks upon that portion of said land, the center line of which tracks is represented by the red lines upon the said plat hereto attached and made a part hereof.

It being mutually understood that the black lines represented upon said plat designate the boundaries of the land included in this agreement and the main line railroad track, the empty car storage tracks, and the loaded car storage tracks, respectively, as same are respectively indicated in words and figures upon said plat.

It being also mutually understood and agreed that said main railroad track, said empty car storage tracks and said loaded car storage tracks shall be maintained, operated and used jointly by the parties hereto with the least possible inconvenience of one to the other, and that the cost and maintenance thereof shall be borne equally by the parties hereto. The dividing of the maintenance cost however shall not commence prior to joint use.

It being understood and agreed that whichever party may construct said main line, empty car and loaded car storage tracks, shall keep an accurate and true account of the cost, one-half of which shall be paid by the other party, together with seven per cent interest before each party shall be entitled to the said joint use.

It is agreed by the parties hereto that said rights of way or easements shall be used only for the purposes herein set forth, by said second party and in connection with the operation of its coal mines and that if at any time the party of the second part, its successors or assigns shall after same shall have been constructed, discontinue the use of said right of way for the purposes aforesaid, then the land shall revert to the party of the first part, its successors and assigns, who shall have the right of possession and dominion and may without notice go upon same and exercise exclusive control thereof.

IN WITNESS WHEREOF, the said party of the first part, by resolution of its board of directors, hath caused these presents to be subscribed by its president and secretary, and its corporate name and seal to be hereunto affixed, the day and year first above written.

Executed in presence of

C. M. Holderman

(Seal of Mutual Coal Company)

MUTUAL COAL COMPANY

By F. J. Leonard, President.

E. C. Coffin, Secretary.

State of Utah, }
County of Salt Lake. }

On the 30th day of October, 1919, personally appeared before me, Fred J. Leonard and C. C. Coffin, who being by me duly sworn, did say that he is the president and secretary, respectively, of the Mutual Coal Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the said Fred J. Leonard and C. C. Coffin acknowledged to me that said corporation executed the same.

My commission expires December 21, 1921.

(S E A L)

Cora M. Holderman
Notary Public.

Recorded November 3, 1919, at 9 a. m.

50c in documentary stamps duly cancelled appears on the original.

J. A. Brockett
Recorder.