

said instrument is signed in behalf of said corporation by and by its  
facts by laws and by a resolution of the executive committee of its board  
of directors the same duly authorized by the by laws of said company  
and said R. S. Lovett acknowledged to me that said corporation ex-  
ecuted the same.

In Testimony Whereof, I have hereunto subscribed my name and official  
my official seal as Notary Public the day and year above written



My commission expires *L. S. Lovett*  
March 30, 1910. *Notary Public*

State of New York  
County of New York } ss.

Be it Remembered That on the 2nd day of September A.D. 1909, before  
me, a Notary Public in and for said County, appeared the Mercantile Trust Com-  
pany by *W. H. Poulton*, its Vice President, who is personally known to me  
to be the identical person whose name is subscribed to the foregoing  
instrument as said Vice President, who is personally known to me to be the  
identical person whose name is subscribed to the foregoing instrument  
as said Vice President, and they and there acknowledged the execution  
and sealing of said instrument to be his voluntary act and deed, and  
the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official  
seal this 2nd day of September, A.D. 1909, at the City of New York in  
said County and State. My commission expires March 30th 1910.



*J. S. Lovett* Notary Public

Filed for record and indexed Sept 21st A.D. 1909 at 10<sup>25</sup> o'clock A.M.

*R. S. Lovett*  
County Recorder

No. 5163

Entered  
6183

# Union Pacific Railroad Company

Contract No.  
9008

Know All Men by these Presents, That the  
Union Pacific Railroad Company, a corporation existing under  
and by virtue of the laws of the State of Utah, in consideration of the  
sum of Four hundred and eighty and 00/100 (\$480.00) Dollars to it  
paid the receipt of which is hereby acknowledged, with subject hereunto  
the certain covenants and conditions hereinafter written hereby

grant, bargain, sell and convey unto

George Q. Cannon Association, a corporation, existing under and by virtue of the laws of the State of Utah of the County of Salt Lake in the State of Utah the following described real estate, situate, lying and being in the State of Utah, to-wit: All of Section No. Three (3) in Township No. one (1) North of Range No. Three (3) East of the Salt Lake Meridian, containing, according to the United States survey thereof Six hundred and forty (640) and <sup>100</sup>/<sub>100</sub> acre or more or less.

Excepting and Reserving to said Union Pacific Railroad Company, its successors and assigns,

First: All coal and other minerals whether or underlying said lands.

Second: The exclusive right to prospect in and upon said land for coal and other minerals thereon, or which may be discovered thereon, and to mine for and remove from said land, all coal and other minerals which may be found thereon by any one.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of ways and from such prospect places or mines, and for the convenient and proper operation of such prospect places, mines, and for roads and approaches thereto or for removal therefrom of coal, minerals, machinery, or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad.

To Have and to Hold, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said George Q. Cannon Association grantee, its successors and assigns forever, and the said Union Pacific Railroad Company doth hereby covenant with the said grantee that at the making of this instrument it is well seized of the said premises in fee simple and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title to said premises unto the said grantee, its successors and assigns forever against the lawful claims of all persons whomsoever.

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Excepting as against all taxes and assessments levied upon said premises for or during the year 1900 and subsequent years and excepting against any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since the fifth day of May 1900.

And Whereas, said Union Pacific Railroad Company did, on the 10th day of July, 1897, execute and deliver to the Mercantile Trust Company of New York, a certain mortgage deed wherein said Railroad Company conveyed to the said The Mercantile Trust Company of New York, as Trustee for the uses and purposes therein mentioned, amongst other things, the lands hereinafter described;

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company of New York, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth the real estate, hereinafter described, unto said grantor, for and in consideration of the sum of said as aforesaid to Union Pacific Railroad Company, by said grantor, which sum of money has been paid to said The Mercantile Trust Company of New York in its capacity as Trustee, or has been otherwise properly paid or accounted for under said mortgage, for the uses and purposes mentioned in said mortgage deed.

Now, Therefore, Know all Men by these Presents, that the said The Mercantile Trust Company of New York, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as above said of said sum so paid by said Railroad Company, to said Trust Company, for the uses and purposes aforesaid, do hereby Remise, Release, and Forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said George De Lamon Association, the real estate described aforesaid, to be held by the said grantor free and exempt from all liens, encumbrances and charges of said mortgage deed of the 10th day of July, 1897.

The fifteenth line from the top was drawn before the mention and delivery of these presents.

In Witness Whereof, the said grantor, Union Pacific Railroad Company has caused these presents to be sealed with its corporate seal, and to be signed by its Vice President, and attested by its Cash Secretary, and countersigned by its Land Commissioner and its Auditor, and the said The Mercantile Trust Company, of New York, under said mortgage deed of July, 10th, 1897, has caused these presents to be sealed with its corporate seal, and signed by its Vice President, who is thereunto duly authorized and

empowered by the by-laws of the Company and by a resolution of its Board of Directors, this 10th day of August A.D. 1909.



In presence of  
L. Shively  
Notary

Union Pacific Railroad Company

Witness Jos. Ellen Notary  
by A. S. Sartt Vice President

The Mercantile Trust Company, Trustee



In presence of  
W. H. Davis  
Notary

by W. H. Davis Vice President

Witness Guy Richards Secretary

W. H. Davis  
Notary

State of New York  
County of New York } ss.

That the 10th day of August A.D. 1909, personally appeared before me R. S. Lovitt, who being by me duly sworn did say that he is the Vice President of the Union Pacific Railroad Company, and that said instrument is signed in behalf of said corporation by authority of its by-laws and by a resolution of the executive committee of its board of directors, that he is duly authorized by the by-laws of said Company; and said R. S. Lovitt acknowledged to me that said corporation executed the same.

Quantifiance  
Approved No. 64  
WR  
Checked by  
E. G.  
R. S.



In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, as Notary Public the day and year above written.

My commission expires  
March 20 1911  
L. Shively Notary Public

State of New York  
County of New York } ss.



Be it Remembered, That on the 17th day of August A.D. 1909, before me a Notary Public in and for the said County, appeared The Mercantile Trust Company, by W. H. Davis its Vice President, who personally known to me to be the identical person who executed the foregoing instrument and who is Vice President

and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 17th day of August A.D. 1909, at the City of New York, in said County and State. My commission expires March 30th. 1910.

J. Wickham, Notary Public

Filed for record and recorded Sept 21 A.D. 1909 at 10<sup>00</sup> o'clock P.M.

County Recorder

No. 5166

### Agreement for Sale of Real Estate

This agreement was entered into the 20th day of March A.D. 1905. Between Martin Gardner, father of Peterson, Morgan County, State of Utah, the party of the first part, and Edgar Gardner, son of the same, the party of the second part. Witnesseth:

That the said party of the first part in consideration of the covenants and agreements on the part of the said party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said second party agrees to buy, all those two certain pieces of land situate in the south-east quarter of section 7, and the West half of Section 8 Twp. 4 North of Range 2 East of S.L.M. in Morgan County, State of Utah, described as follows to-wit:

First piece commencing at the S.E. corner of S.W. 1/4 of S.W. 1/4 of said Section 8 and running thence North 12.53 chains; thence S. 60° W. 16.50 chains; thence S. 27° E. 6.65 chains; thence S. 61° 30' W. 21.60 chains; thence S. 8.00 chains E. 8.50 chains; thence S. 60° E. 4.00 chains; thence N. 61° E. 16.00 chains; thence N. 27° W. 8.30 chains; thence N. 61° E. 9.70 chains; thence N. 30° chains to the point of beginning; thence E. 20.00 chains; thence N. 8.05 chains; thence W. 20.00 chains; thence N. 18° W. 12.00 chains; thence S. 61° W. 18.00 chains; back to the place of beginning, containing seventy-five <sup>75</sup>/<sub>100</sub> acres.

Second piece: Situate in the S.E. 1/4 of the S.E. 1/4 of Section 7 aforesaid commencing at the N.E. corner of the S.E. 1/4 of S.E. 1/4 of said section 7 and running thence S. 11.00 chains; thence W. 12.10 chains; thence N. 11.00 chains; thence E. 12.10 chains to the place of beginning, containing