

State of Utah
County of Davis } ss.

On the Fourth day of December, a. d. 1899 personally appeared before me, Richard E. Egan and Mary B. Egan his wife, the signers of the foregoing deed, who severally duly acknowledged to me that they, and each of them, executed the same.



My commission expires Oct. 22nd 1901

John Fisher
Notary Public.

Recorded December 13th 1899 at 10-a.m.

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Contract No. 88642 U. R. Ry. Co

Deed No. 229

Union Pacific Railroad Company.

Know all men by these presents, That 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 Forty eight and ⁷⁶/₁₀₀ (\$48.⁷⁶) Dollars, to it paid, the receipt of which is hereby acknowledged, and of the sum of Three hundred and seventy six and ⁷⁶/₁₀₀ (\$376.⁷⁶) Dollars, paid to The Union Pacific Railway Company and its Receivers, doth subject, however, to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto John Hill of the County of Davis in the State of Utah the following described real estate situate, lying and being in the County of Davis and in the State of Utah, to-wit: Lots Nos. One (1), Two (2) Three (3) Four (4) Five (5) and Six (6) and the South West quarter of the North East quarter (S^W - N^E) and the South half of the North West quarter (S² - N^W) and the North half of the South West quarter (N² - S^W) and the North West quarter of the South East quarter (N^W - S^E) of Section No. One (1) in Township No. Four (4) North of Range No. One (1) West of the Salt Lake Meridian, containing according to the United States Survey thereof, Four hundred and twenty four (424) and ⁷⁶/₁₀₀ acres, more or less.

Excepting and Reserving to said Union Pacific Railroad Company, its successors and assigns, First: All coal and other minerals within or underlying said lands. Second: The exclusive right to prospect in and upon said land for coal and other minerals therein, 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 way to 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, mineral, 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 John Hill grantee, his heirs 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 as of a good 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, his heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises since the sixth day of July 1889, and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the sixth day of July 1889.

And Whereas, said Union Pacific Railroad Company did, on the 1st 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 Company, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said grantee, which sum of money has been paid to the said The Mercantile Trust Company 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 said The Mercantile Trust Company, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Railroad Company to said Trust Company for the uses and purposes aforesaid, doth hereby Remise, Release and forever Quit-blain, subject to the exceptions, reservations and conditions above written, unto the said John Hill, the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the first day of July, 1897.



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 President, attested by its Secretary, and countersigned by its Land Commissioner and its General Auditor, and said The

Mercantile Trust Company, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the company and by resolution of its Board of Directors, this ^{21st} twenty first day of September A. D. 1899.

Union Pacific Railroad Company,
By Horace G. Burt President.

In Presence of
J. M. Orr }
James A. Griffith }

Attest: Alex. Millar, Secretary.

Countersigned: B. A. McAllister Land Commissioner.
Erastus Young General Auditor.

The Mercantile Trust Company, Trustee.

By H. C. Deming Vice-President



In Presence of
Isaac Michaels.

B. W. Jones.

Attest: J. A. Smith Asst. Secretary.

checked by
W. D. C.
B. C. Fowler

State of Nebraska }
County of Douglas }^{ss.}

Be it Remembered, That on this sixteenth day of October a. D. 1899, before me, a Notary Public, in and for said County, appeared the Union Pacific Railroad Company, by Horace G. Burt its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said 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 sixteenth day of October a. D. 1899, at the City of Omaha, in said County and State. My commission expires January 17-1905
James A. Griffith, Notary Public.

State of New York }
County of New York }^{ss.}

Be it remembered, That on this tenth day of November a. D. 1899, before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company, by H. C. Deming, 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, 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 tenth day of November a. D. 1899, at the City of New York, in said County and State. My commission expires March 30-1900.
I. Michaels, Notary Public.

Recorded December 13th 1899 at 11. a. m.