

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 Three Hundred and eighty and no/100 (\$ 380.00) Dollars, to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto W. M. BOYDEN, of the County of Summit, and in the State of Utah, the following described real estate, lying and being in the County of Summit and in the State of Utah, to wit:-

The North West Quarter (N.W.1/4) of Section No. Seventeen (17) in Township No. Two (2) North of Range No. Five (5) East of the Salt Lake Meridian, containing according to the United States Survey thereof One hundred and Sixty (160) Acres, more or less, subject to a right of way of lawful width for any and all County Roads heretofore established over, upon and across the premises herein described.

EXCEPTING AND RESERVING to said Union Pacific Railroad Company, its successors and assigns.

FIRST, All oil, coal and other minerals within or underlying said lands.

SECOND, The exclusive right to prospect in and upon said land for oil, coal, and other minerals therein, or which may be supposed to be therein, and to mine and for and remove, from said land all oil, 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 ~~and~~ oil, 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 oil, 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 thereunto belonging unto the said W.M. Boyden, 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 for or during the year 1906, and subsequent years and EXCEPTING against any rights, liens or encumbrances created or permitted by any other person then the said grantor since the fifth day of December 1905,

AND WHEREAS, said Union Pacific Railroad Company, did, on the first 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 said The Mercantile Trust Company of New York 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 Company of New York 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 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 said The Mercantile Trust Company of New York, 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 as aforesaid, doth hereby Remise, Release, and Forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said W. M. Boyden the real estate described aforesaid, to be held by said grantee free and exempt from all liens, encumbrances 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 and attested by its Secretary, and countersigned by its Land Commissioner and its General Auditor or Assistant General Auditor, and the said The Mercantile Trust Company of New York, under said mortgage deed of the first day of July, 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 29th day of March, A.D. 1906.

Attest, Alex Miller,
Secretary.

Union Pacific Railroad Company.
By E. H. Harriman President.

Countersigned, B. A. McAllister, Land Commissioner.
R. Blairsdin. Assistant General Auditor.

In presence of,
L. Elvrell
W. V. Hill.

(Seal of the Union Pacific Railroad Company.)

