

Entry No. 22549.

Contract No. 658-7

## UNION PACIFIC RAILROAD COMPANY.

Deed No. 3169.

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 Fourteen hundred and forty and no/100 (\$1400.00) 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 Ephraim Bates of the County of Summit in the State of Utah the following described real estate, situate, lying and being in the County of Summit and in the State of Utah, to-wit:

All of Sections Nos. Eleven (11), Fifteen (15) and Twenty-three (23) in Township No. One (1) North of Range No. Four (4) East of the Salt Lake Meridian, containing, according to the United States Survey thereof Nineteen hundred and twenty (1920) 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, or which may be supposed to be 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 thereunto belonging unto the said Ephraim Bates, 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 1901 and subsequent years and excepting against any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since the Third day of January, 1900.

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 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 Trust Company of New York, 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 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 aforesaid, doth hereby REMISE, RELEASE AND FOREVER QUIT CLAIM, subject to the exceptions, reservations and conditions above written, unto the said Ephraim Bates the real estate described aforesaid, to be held by the 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 Vice-President, and attested by its Ass't. Secretary, and countersigned by its Land Commissioner and its Auditor, and said The Mercantile Trust Company of New York, under said mortgage deed of July 1st, 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 resolution of its Board of Directors, this 1st day of February, A.D., 1910.

IN PRESENCE OF

(CORPORATE SEAL)

L. Elwell  
A. B. Hutchinson.

UNION PACIFIC RAILROAD COMPANY,

By Wm. Mahl, - Vice-President.

ATTEST: Jos. Hellen, Ass't. Secretary

THE MERCANTILE TRUST COMPANY, TRUSTEE,

IN PRESENCE OF

(CORPORATE SEAL)

I. Michaels  
E. M. Queenan.

By W. C. Poillon, Vice-President.

ATTEST: Guy Richards, Secretary.

COUNTERSIGNED: J. A. Griffith, Land Commissioner  
H. J. Stirling, Auditor.

STATE OF NEW YORK, )  
: ss.  
County of New York. )

On the 1st day of February, A.D., 1910, personally appeared before me Wm. Mahl, who being by me duly sworn did say that he is the Vice-President of 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 thereunto duly authorized by the by-laws of said Company; and said Wm. Mahl acknowledged to me that said corporation executed the same.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal as Notary Public the day and year above written.

L. Elwell,  
Notary Public.

( SEAL )  
My Commission expires March 30, 1911.

STATE OF NEW YORK, )  
                          ) ss.  
County of New York. )

BE IT REMEMBERED, That on this 5th day of February, A.D., 1910, before me, a Notary Public in and for said County, appeared THE MERCANTILE TRUST COMPANY, by W. C. Poillon, 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 5th day of February, A.D., 1910, at the City of New York, in said County and State. My commission expires March 30th, 1910.

I. Michaels,  
Notary Public.

( SEAL )

Recorded at the request of Ephraim Bates October 21st, A.D., 1912 at 2:50 o'clock P. M.

J. E. CARRUTH,-  
County Recorder.

Entry No. 22550.

WARRANTY DEED.

Robert Young and Anne T. Young, husband and wife, grantors, of Wanship Precinct, Summit County, State of Utah, hereby convey and warrant to Ephraim Bates, grantee, of Wanship Precinct, Summit County, State of Utah, for one dollar and other consideration, the following described tracts of land situated in Summit County, State of Utah:

All of section twenty-five<sup>(25)</sup> in Township One North of Range Four East of the Salt Lake Meridian, (excepting and excluding from said Section 25, Twenty and 74/100 acres of land heretofore deeded for right-of-way by the Union Pacific Railway Company on December 5th, A.D., 1889, by deed No. 16087 to The Echo and Park City Railway Company, now Park City Branch of Union Pacific Railroad Company.

The grantors also convey and warrant to the grantee the North half; and the North half of the Southwest quarter; and the Northeast quarter of the Southeast quarter; and the South half of the Southeast quarter of Section Thirty-one, in Township One North of Range Five East of the Salt Lake Meridian.

All the aforesaid land is conveyed and warranted subject to the conditions, exceptions and reservations in that certain deed executed by the Union Pacific Railroad Company, a corporation to Robert Young, of date July 30th, 1912.

WITNESS the hands of said grantors this 28th day of September, A.D., 1912.

Signed in the presence of

Robert Young

P. H. Neeley.

Anne T. Young

State of Utah, )  
                          ) ss.  
County of Summit. )

On this 28th day of September, A.D., 1912, personally appeared before me Robert Young and Anne T. Young, his wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

P. H. Neeley,  
Notary Public.

( SEAL )  
My Commission expires August 11th, 1914.

Recorded at the request of Ephraim Bates October 21st, A.D., 1912 at 2:50 o'clock P. M.

J. E. CARRUTH,-  
County Recorder.