

# UNION PACIFIC RAILROAD COMPANY.

38582

Deed No. 4155

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 One hundred and twenty-five and no/100 (\$125.00) 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 Utah Power and Light Company, 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 County

of Morgan and in the State of Utah to-wit: A strip piece or parcel of land Fifty (50) feet wide through, upon, over and across the North Half of the South Half (N<sup>1</sup> of S<sup>1</sup>) of Section No. Twenty-eight (28) in Township No. Five (5) North of Range No. One (1) East of the Salt Lake Meridian, the center line of which strip is more particularly described as follows, to-wit: Beginning at a point which is Thirty-six hundred and sixteen (3616) feet South of the Northeast corner of said Section No. Twenty-eight (28) and running thence South Eighty-nine degrees and Seven minutes (89° 7') West a distance of Nineteen hundred and fourteen (1914) feet, more or less; thence South Eighty-seven degrees and Thirteen minutes (87° 13') West a distance of Thirty-two hundred and twenty-one (3221) feet, more or less. ALSO

A strip piece or parcel of land Fifty (50) feet wide through, upon, over and across the Northwest Quarter of the Southwest Quarter (N.W. 1/4 of S.W. 1/4) of Section No. Twenty-five (25) in Township No. Five (5) North of Range No. One (1) East of the Salt Lake Meridian, the center line of which strip is more particularly described as follows, to-wit:

Beginning at a point which is Thirty-two hundred and eighty-seven (3287) feet South of the Northwest corner of said Section No. Twenty-five (25) and running thence South Eighty-eight degrees and Three minutes (88° 3') East a distance of Thirteen hundred and ten (1310) feet, more or less.

Both of the above described tracts of land containing an aggregate area of Seven (7) and 40/100 acres of land, more or less.

of Section No. \_\_\_\_\_ in Township No. \_\_\_\_\_ North of Range No. \_\_\_\_\_ West of the Sixth Principal Meridian,

containing, according to the United States Survey thereof, \_\_\_\_\_ acres, more or less, subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over 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 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 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 covenant and condition, the said premises with all the rights and appurtenances thereunto belonging unto the said Utah Power and Light Company grantee

its successors ~~here~~ and assign 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 ~~its successors here~~ and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises for the year 1914 and subsequent years, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Third day of September, 1913

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 as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and WHEREAS, said The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909, of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed, and things in action thereunto belonging, were transferred to and vested in the said Bankers Trust Company, and the Trust Company last mentioned has succeeded to all relations, obligations, trusts and liabilities of said The Mercantile Trust Company, and has assumed the performance of all trusts of said The Mercantile Trust Company; and

Whereas, said Union Pacific Railroad Company, with the consent of the said Bankers 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 Bankers 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 the said BANKERS 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 CLAIM, subject to the exceptions, reservations and conditions above written, unto the said Utah Power and Light Company

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 Vice-President and attested by its Assistant Secretary, and countersigned by its Land Commissioner and its Auditor, and the said Bankers Trust Company, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereunto duly authorized and empowered by the

laws of the Company and by resolution of its Board of Directors, this 21st day of October A. D. 1913.



IN PRESENCE OF

*E. E. Stale*  
*Althumwood*

Attest: *Thomas Bruce* Assistant Secretary,

UNION PACIFIC RAILROAD COMPANY,

By: *W. H. Hagan* Vice-President.

IN PRESENCE OF

*John H. Griffith*  
*Secretary*  
COUNTERSIGNED:  
*John H. Griffith*  
Land Commissioner.

BANKERS TRUST COMPANY, TRUSTEE,

By: *Thomas Bruce* Vice-President.



*St. ...* Auditor.

STATE OF New York } ss.

County of New York

On the 21<sup>st</sup> day of October A. D. 1913, personally appeared before me  
C. B. Seger, who being by me duly sworn did say that he is  
Vice  
the 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  
C. B. Seger 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.  
My commission expires March 30, 1915

E. E. Colby  
NOTARY PUBLIC-KINGS COUNTY Notary Public.  
CERTIFICATE FILED IN NEW YORK COUNTY.

STATE OF NEW YORK } ss.  
COUNTY OF NEW YORK

Be It Remembered, That on this 25<sup>th</sup> day of October A. D. 1913, before me, a

Notary Public, in and for said County, appeared the BANKERS TRUST COMPANY, by J. A. B. Blou  
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 25<sup>th</sup> day of October  
A. D. 1913, at the City of New York, in said County and State. My Commission expires March 30-1915

W. D. Duquette Notary Public.  
NOTARY PUBLIC, NASSAU COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY No. 1  
N. Y. REGISTER'S NO. 8019, MY COMMISSION EXPIRES MARCH 30TH, 1915

DEED NO. 4155

# Warranty Deed.

## Union Pacific Railroad Co.

—TO—

Utah Power and Light Company,  
Kearns Building,  
Salt Lake City, Utah.

RECEIVED for Record, the 13<sup>th</sup>  
day of July A. D. 1912  
at 11:35 o'clock A M. and recorded  
in Book M-10 of Deeds,  
Page 255

Fern P. Carter  
Morgan County.

ENTERED  
INDEXED  
RECORDED  
PROOF READ  
ABSTRACTED  
ASSESS CAL.