

Union Pacific R.R. Co. to George Carter et al

Union Pacific Railroad Company.

Form 8841.

Part of Contract No. 764 B.

Sheet No. 265.

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 Thirty-six hundred and ninety-five and $\frac{91}{100}$ (\$3695.91) 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 George Carter, William Carter and George Moore, 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:

The South half of the North west quarter ($S\frac{1}{2}NW\frac{1}{4}$); and the South half of the South west quarter ($N\frac{1}{2}SW\frac{1}{4}$); and the South East quarter of the South west Quarter ($SE\frac{1}{4}SW\frac{1}{4}$); and the West half of the South East Quarter ($W\frac{1}{2}SE\frac{1}{4}$); of Section No. Three (3); and the North half; and the South East Quarter ($N\frac{1}{2}SE\frac{1}{4}$); and the North half of the South West Quarter ($N\frac{1}{2}SW\frac{1}{4}$); and the South East Quarter of the South West Quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of Section No. Eleven (11) in Township No. One (1) South of Range No. Five (5) East; The South West Quarter ($SW\frac{1}{4}$); and the West half of the South East Quarter ($W\frac{1}{2}SE\frac{1}{4}$) of Section No. One (1); The East half of the North East Quarter and the South East Quarter ($NE\frac{1}{4}NE\frac{1}{4} + SE\frac{1}{4}$) of Section No. Nine (9); The East half ($E\frac{1}{2}$) and the East half of the West half ($E\frac{1}{2}W\frac{1}{2}$) of Section No. Thirty-three (33); and all of Sections Nos. Three (3) Eleven (11) Thirteen (13) Fifteen (15) Twenty-one (21) Twenty-three (23); and all of Sections No. Twenty-seven (27) in Township No. One (1) North of Range No. Five (5) East of the Salt Lake Meridian, containing according to the United States Survey thereof, Sixty three hundred and Seventeen (6317) and $\frac{50}{100}$ acres more or less.

Excepting and Reserving to said Union Pacific Railroad Company, its successors and assigns. First: All coal and other minerals, building stone and Pottery clay, within or underlying said lands; Second: The exclusive right to prospect in and upon said land for coal and other minerals, building stone and Pottery clay therein, or which may be supposed to be therein, and to mine for and remove from said land all coal and other minerals, building stone and Pottery clay which may be found thereon by anyone. Third: The right of ingress and regress upon said land to prospect for, mine and remove any and all such coal or other minerals, building stone and Pottery clay, 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, building stone and Pottery clay.

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 the same to hold, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereunto belonging unto the said George Carter, William Carter and George Moore, grantees, their 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 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 grantees their heirs and assigns forever against the lawful claims of all persons whatsoever. Excepting as against all taxes and assessments levied upon said premises since the Thirteenth day of February 1900, and excepting against any rights, liens or incumbrances created or permitted by any other person than the grantor, since the Thirteenth day of February 1900.

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 the said Mercantile 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.

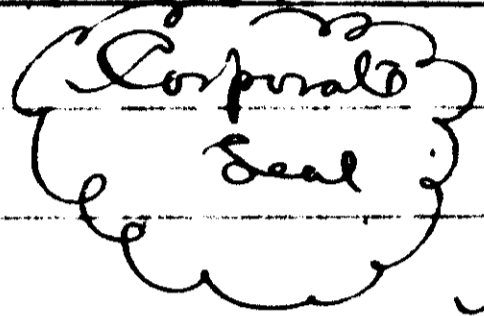
Now Therefore, Know all Men by these Presents, that said The Mercantile Trust Company of New York, trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment as aforesaid of said sum so paid by said Railroad Company to said Trust Company, for the uses and purposes aforesaid, doth hereby Remise, Release and forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said George Carter, William Carter and George Moore, 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 Sand Com-
missioner and its General 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, 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 Twenty first day of February, A.D. 1900.

In Presence of
James A. Griffith J.A. Co.
attest, Alas Millar Secretary.

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



Countersigned
B.A. McAllester Sand Commissioner,
Erastus Young General Auditor,

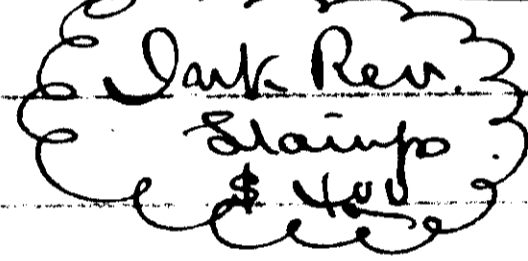
Checked by W.D.C. appraisal No. 58.
B.C. Fowler J.A.G.



The Mercantile Trust Company, Trustee.

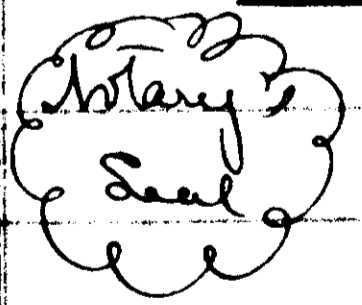
In presence of
J. Michaels.
E.M. Clark

By H.B. Derring Vice President.
attest C.R. Ades Secretary.



State of Nebraska
County of Douglas ss.

Be it Remembered that on this nineteenth day of
March A.D. 1900, 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 subscri-
bed to the foregoing instrument, as said President, and then and there ac-
knowledged the execution and sealing of said instrument to be his vol-
untary act and deed, and the voluntary act and deed of said Company.
In Witness whereof, I have hereunto set my hand and official seal.

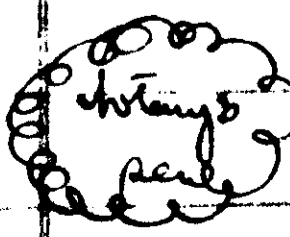


this nineteenth day of March A.D. 1900, at the City of Omaha, in
said County and State. My Commission Expires January 1st 1901.
James A. Griffith.

Notary Public

State of New York
County of New York ss.

Be it Remembered, that on this 10th day of April, A.D. 1900,
before me a Notary Public in and for said County, appeared The Mercantile Trust Company, by
H.B. Derring, 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 10th day of April A.D. 1900
at the City of New York in said County and State. My Commission Expires March 20th 1902.
Isaac Michaels.

Notary Public

Filed for Record May 18-1900 at 2 o'clock P.M.
In presence of