

said instrument is signed in behalf of said corporation by and by
facts by laws and by a resolution of the executive committee of its board
of directors, the same duly authorized by the by laws of said company
and said R. S. Lovett acknowledged to me that said corporation ex-
ecuted the same.

In Testimony Whereof, I have hereunto subscribed my name and official
seal as Notary Public the day and year above written
My commission expires 1st April
March 30, 1911. Notary Public



State of New York
County of New York

Be it Remembered That on the 2nd day of September A.D. 1909, before
me, a Notary Public in and for said County, appeared the Mercantile Trust Com-
pany, by M. B. Padden, 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, 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 2nd day of September A.D. 1909, at the City of New York, in
said County and State. My commission expires March 30th 1911.



Frank W. Nichols Notary Public

Filed for record and recorded Sept. 21st 1909 at 10:25 a.m. at No. 146

County Recorder

No. 5163

Entered 6/12

Union Pacific Railroad Company

Contract No. 9007

Know All Men by these Presents, That the
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 Four hundred and eighty and 00/100 Dollars to it
paid the receipt of which is hereby acknowledged, with sixpence hereon to
the said Union Pacific Railroad Company, hereinafter mentioned, hereby

grant, bargain, sell and convey unto

George Q. Cannon Association, 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 State of Utah, to-wit: All of Section No. Three (3) in Township No. one (1) North of Range No. Three (3) East of the Salt Lake Meridian, containing, according to the United States survey thereof six hundred and forty (640) and so few 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 land.

Second: The exclusive right to prospect in and upon said land for coal and other minerals thereon, or which may be discovered to be thereon, 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 ways and from such prospect places or mines, and for the convenience and proper operation of such prospect places or mines, and for roads and approaches thereto or for removal therefrom of coal, minerals, 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 George Q. Cannon Association grantee, its successors 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 of a good and indefeasible estate in fee, and that it will warrant and defend the title to said premises unto the said grantee, its successors and assigns forever against the lawful claims of all persons whatsoever.

3
Excepting as against all taxes and assessments levied upon said premises for or during the year 1900, and subsequent years and excepting against any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since the fifth day of May 1900.

And Whereas, said Union Pacific Railroad Company did, on the 10th day of July, 1894, execute and deliver to the Mercantile Trust Company of New York, a certain mortgage, in and 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 hereinafter 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, hereinafter described, unto said grantor, for and in consideration of the sum of said or aforesaid to Union Pacific Railroad Company by said grantor, 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 the said The Mercantile Trust Company of New York, Trustee of the aforesaid mortgage deed, in consideration of the premises and of the payment of aforesaid of said sum so paid by said Railroad Company to said Trust Company, for the uses and purposes aforesaid, do hereby Remit, Release, and Forever Quit Claim, subject to the exceptions, reservations and conditions above written unto the said George De Larosier Association, the real estate described aforesaid, to be held by the said grantor free and exempt from all liens, encumbrances and charges of said mortgage deed, of the 10th day of July, 1894.

This fifth day of June, 1900, was read before the mention and delivery of these presents.

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 Cash Secretary, and countersigned by its Land Commissioner and its Auditor, and the said The Mercantile Trust Company of New York, under said mortgage deed of July 10th, 1894, has caused these presents to be sealed with its corporate seal, and signed by its Vice President, and attested by its Cash Secretary, and countersigned by its Auditor.

authorized by the by-law of the Company and by a resolution of its Board of Directors, this 10th day of August A.D. 1909.



In presence of
L. E. Howell
H. H. Kelley

Union Pacific Railroad Company

Witnessed by R. S. Lovitt Vice President

The Mercantile Trust Company, Trustee



In presence of
W. H. Batts

By W. H. Batts Vice President

Witnessed by Guy Richardson Secretary

Countersigned by
W. H. Batts

Approved No. 64
WR
Checked by
H. H. Kelley
H. H. Kelley

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

On the 10th day of August A.D. 1909, personally appeared before me R. S. Lovitt, who being by me duly sworn did say that he is the Vice President of the Union Pacific Railroad Company, and that said instrument is signed in behalf of said corporation by authority of its by-law and by a resolution of the executive committee of its board of directors, that he is duly authorized by the by-law of said Company; and said R. S. Lovitt acknowledged to me that said corporation executed the same.



In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on this 10th day of August 1909.

My commission expires
March 20, 1911 L. E. Howell Notary Public

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



Be it Remembered, That on the 10th day of August A.D. 1909, before me of Notary Public in and for the said County, appeared The Mercantile Trust Company, by W. H. Batts its Vice President, who personally known to me to be the identical person who executed the foregoing instrument in and for said Company.

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 11th day of August, A.D. 1909, at the City of New York, in said County and State. My commission expires March 30th, 1910.

J. Michaels, Notary Public

Filed for record and recorded Sept. 21, A.D. 1909 at 10:00 o'clock A.M.

Effebine
County Recorder

No. 5266

Agreement ⁵⁰ Sale of Real Estate

This agreement was entered into the 20th day of March, A.D. 1905, between Martin Gardner father of Peterson, Morgan County, State of Utah, the party of the first part, and Eoger Gardner son of the same place the party of the second part. Witnesseth:

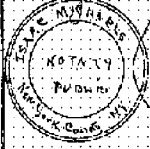
That the said party of the first part in consideration of the covenants and agreements on the part of the said party of the second part, hereinafter contained, agrees to sell and convey unto the said party of the second part, and said second party agrees to buy, all those two certain pieces of land situate in the south-east quarter of section 7, and the West half of Section 8 Twp. 4 North of Range 2 East of S. 1. M. in Morgan County, State of Utah, described as follows to wit:

First piece commencing at the S.E. corner of S.W. of N.W. of said section 8 and running thence North 12.53 chains; thence S. 60° W. 16.50 chains; thence S. 27° E. 6.60 chains; thence S. 61° 30' W. 21.60 chains; thence S. 5.00 chains E. 5.00 chains; thence S. 60° E. 4.50 chains; thence N. 61° E. 16.00 chains; thence N. 27° W. 8.30 chains; thence N. 61° E. 9.70 chains; thence N. 30° chains to the point of beginning; thence E. 20.00 chains; thence N. 5.00 chains; thence W. 20.00 chains; thence N. 18° W. 12.00 chains; thence S. 61° W. 18.00 chains; back to the place of beginning, containing seventy-five ¹⁰⁰/₁₀₀ acres.

Second piece: Situate in the S.E. of the S.E. of section 7 aforesaid commencing at the N.E. corner of the S.E. of S.E. of said section 7 and running thence S. 11.00 chains; thence W. 12.10 chains; thence N. 11.00 chains; thence E. 10.10 chains to the place of beginning, containing

before me, a Notary Public in and for said County, appeared The Mercantile Trust Company, by W. E. Pollock, its Vice President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument and said Vice President, and these said others, acknowledged the execution and signing 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 2nd, 1911

W. E. Pollock
Notary Public

Filed for record and approved Oct. 22, 1910 at 10:20 o'clock P.M.

BOOK I - 176 County recorded.

No. 5439

Union Pacific Railroad Company

Contract No. 901-F-2025

Know all men by these presents, That the 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 Ninety-one hundred and sixty-three and 1/100 Dollars, to it paid, the receipt of which is hereby acknowledged, doth, subject however to the exceptions, reservations and conditions, hereinafter mentioned, hereby grant, bargain, sell and convey unto George W. Cannon Association, 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:

All of Sections Nos. Thirteen (13) and Twenty-five (25) in Township No. Two (2) North of Range No. Two (2) East of the Salt Lake Meridian and all of Sections Nos. One (1), Three (3), Five (5), Seven (7), Nine (9), and the East half (1/2), and the North Half of the Northwest Quarter No. 1 of NW 1/4 and the North half of the South half of the Northwest Quarter (No. 1 of S. 1/2 of NW 1/4) and the South half of the North East Quarter of the Southwest Quarter (S. 1/2 of NE 1/4 of SW 1/4) of Section No. Eleven (11) and all of Section No. Thirteen (13) and the West half of the East half of Section No. Nineteen (19), Twenty-one (21),

and all of Section No. Thirteen (13) and the West half of the East half of Section No. Nineteen (19), Twenty-one (21),

in Township No 2 North of Range No. Three (3) East of the 6th 6th Meridian, and all of Section Nos. Twenty-seven (27), Thirty-Three (33) and Thirty-Five (35), in Township No Three (3) North of Range No. Three (3) East of the 6th 6th Meridian, containing, according to the United States Survey thereof, Two Thousand, eight hundred and eighty-four (2884) and 5/16 of an acre, more or less.

Excepting & Reserving to said Union Pacific Railroad Company its successional and assigns,

First: All coal and other minerals within or underlying said lands.

Second: The exclusive right to prospect for and remove said coal 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 with permanent franchises 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 George H. Cannon & Associates, grantor, its successors and assigns forever, and the said Union Pacific Railroad Company doth hereby covenant with the said grantor that at the making of this instrument, it is well seized of the said premises, and 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 the said premises unto the said grantor, its successors and assigns forever against the lawful claims of all persons whomsoever.

Exempting or against all taxes and assessments levied upon said premises for or during the year 1900 and subsequent years and excepting against any rights, claims or encumbrances created or hereafter, by any other person than the said grantor

since the 1st day of May 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 as Trustee, for the use and purpose therein mentioned, amongst other things the land hereinafter described; and

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company, Trustee, executed the mortgage aforesaid, and sold and conveyed, as above set forth, the real estate hereinafter described, unto the grantee for and in consideration of the sum paid out aforesaid to Union Pacific Railroad Company by said grantee, which sum of money had been paid to said The Mercantile Trust Company, in its capacity as Trustee, or had been otherwise properly paid, or accounted for, under said mortgage, for the use 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 proceeds and of the payment out aforesaid of said sum so paid by said Railroad Company to said Trust Company for the use and purpose aforesaid, doth hereby release, release and forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto said Board of Home Association, 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 1st 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 Assistant Secretary, and countersigned by its said Commissioner and its 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, and to be signed by its Vice President, who is therewith duly authorized and empowered by the bylaws of the Company and by resolution of its Board of Directors the 19th day of July, A.D. 1900.

In Testimony of:

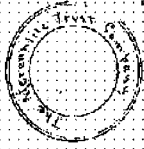
L. C. Hall

Union Pacific Railroad Company



Wm. H. Ellard
 by presence of
 Michael
 H. Wells

Assistant Secretary
 The Mercantile Trust Company, Trustee
 by W. C. Pollow
 Vice President



Wm.
 App. Secretary

Commissioner
 J. H. Griffith
 and Commissioner
 J. H. Griffith
 Auditor

Approved notes
 checked by W. H.
 P. D. H. Wells

State of New York
 County of New York

Be it Remembered, That on this 14th day of July, A.D. 1910, before me a Notary Public, in and for said County, appeared the Union Pacific Railroad Company, by Ed. Lovell its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument and said President and there and there acknowledged the execution and sealing of said instrument for 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 14th day of July A.D. 1910, at the City of New York in said County and State.



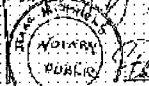
My commission expires
 March 20, 1911

Ed. Lovell
 Notary Public

State of New York
 County of New York

Be it Remembered, That on the 23rd day of July A.D. 1910, before me a Notary Public, in and for said County, appeared the Mercantile Trust Company by W. C. Pollow its Vice President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument and said Vice President and there 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 23rd day of July A.D. 1910 at the City of New York in said County and State.



My commission expires March 20, 1911

Michael Notary Public

Filed, recorded and indexed Oct 22nd 1910