

Book H

NO. 14566.

WARRANTY DEED.

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 Forty Hundred and fifty and no/100 (\$ 4050.00) 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.I. SNYDER and ARTHUR BROWN of the County of Salt Lake, 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 --

Lots Nos. One (1), Two (2), Three (3), Four (4), Five (5), six (6), Seven (7), Eight (8), Nine (9), and Ten (10), and the south west quarter (S.W. 1/4) and the West Half of the South East Quarter (W. 1/2 of the S. E. 1/4) of Section No. Three (3) in Township No. One (1) South of Range No. Four (4) East of the Salt Lake Meridian (Excepting and reserving therefrom Three (3) acres of land Deeded by The Union Pacific Railway Company to The Reno and Park City Railway Company for right of way, by Deed No. 16087 dated Dec. 5, 1889.) and all of Sections Nos. Five (5), Nine (9), the west half (W. 1/2) and the West half of the North east quarter (W. 1/2 of the N. E. 1/4) of Section Fifteen (15) and all of Sections Nos. Seventeen (17) and Twenty One (21) in township No. One (1) South of Range No. Four (4) East of the Salt Lake Meridian, Containing, according to the United States Survey thereof Thirty four hundred and fifty (3450) and 47/100 Acres more or less.

Subject however 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 land.

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 said exceptions, reservations and conditions the said premises with all the rights and appurtenances thereunto belonging unto the said W.I. SNYDER AND ARTHUR BROWN 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 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 their 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 1904, and subsequent years and excepting against any rights, liens or encumbrances created or permitted by any other person then the said grantor since the third day of November, 1903,

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 said The Mercantile Trust Company, of New York as Trustee, under the mortgage aforesaid, has sold and conveyed as above set forth, the real estate hereinbefore described unto the Grantee for and in consideration of the sum 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 W.I. SNYDER AND ARTHUR BROWN 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 President and attested by its Asst 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 Company and by resolution of its Board of Directors this 21st day of February, A.D. 1906.

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In presence of: L. Everett.) Union Pacific Railroad Company.
W.V. Hill.)
By E. H. Harrimon President.)
attest Jos. Hellen Asst. Secretary.) The Mercantile Trust Company)
) By H. C. Deming. President.)
In presence of I. Michaels,)
W.C. Betts.)
Countersigned.) E. A. McAllister Land Commissioner.)
Attest. B.W. Jones. Asst. Secretary.) R. Bleasdin Assistant General Auditor.)
(Seal of the U.P.R.CO.)
(Seal of the Merc. Trust CO.)

Appraisal No. 148; D.W. Checked by J.A.G. E.O. Hartney.
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STATE OF NEW YORK

COUNTY OF NEW YORK. SS.

on the 21st day of February A.D. 1906, personally appeared before me E.H. Harrimon, who being by me duly sworn did say that he is 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 the said Company; and said E. H. Harrimon 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 30th, 1906.

(Notary Seal.)

Charles J. Boehnle Notary Public,
Kings County, Certificate filed
in N.Y. CO.

STATE OF NEW YORK.

COUNTY OF NEW YORK. SS.

BE IT REMEMBERED That on this 27th day of February, A.D. 1906, before me a Notary Public, in and for said County, appeared the Mercantile Trust Company by Henry C. Deming its President who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said 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 27th day of February A.D. 1906, at the City of New York, in said County and State.

My commission expires March 30th, 1906.

(Notary Seal.)

I. Michaels Notary Public.

Recorded at the request of NETHER BROWN MAY 10th, 1906, at 1 O'Clock P.M.

L. E. Eldredge County Recorder.