

Signed in the presence of }
J. S. Salmon }

John Boyden
J. S. Boyden

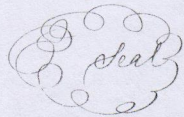
Territory of Utah }
County of Summit }^{ss}

On the ninth day of April A.D. 1891 before me

J. S. Salmon Clerk of the County Court of Summit Co. Utah personally appeared John Boyden and J. S. Boyden his wife the signors of the above instrument, who duly acknowledged to me that they executed the same.

J. S. Salmon

Clerk of the County Court
Summit Co. Utah



Filed for record and recorded October 28th 1898 at 2 O'clock P.M.

Jas Durant County Recorder.

The Union Pacific Railway Company
Union Division Utah.

Deed No 22920

Know all men by these presents, That the Union Pacific Railway Company, which is a corporation formed and existing by the consolidation of the Kansas Pacific Railway Company, the Denver Pacific Railway and Telegraph Company, and the Union Pacific Railroad Company, under the corporate name and style of the Union Pacific Railway Company, by authority of an act of Congress, entitled "An Act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military and other purposes" approved July 1-1862, and acts amendatory thereof, which said Company has succeeded to and become seized and possessed of all the real estate and property of the said constituent companies, whether real, personal or mixed, and among other things, of all the land granted to said Union Pacific Railroad Company by the aforesaid act of Congress, in aid of the construction of its road, not conveyed away by said Company at the date of said consolidation (to wit January 24, 1890, in consideration of the sum of six hundred and forty one and ⁶⁷/₁₀₀ (641⁶⁷/₁₀₀) Dollars to it paid, the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey, unto the Heirs at Law of Lars Anderson deceased; and William G. Margetto of the County of Morgan 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, All of Section One (1) in Township Four (4) North of Range No One (1) East of the Salt Lake Meridian, containing according to the United States survey.

thereof Six hundred and forty one (641) and 6000 Acres more or less, being the same premises granted to be sold to Lars Anderson and William and William G. Margetto by Contract No 88315 dated May 25, 1887. Reserving However, to the said Union Pacific Railway Company the exclusive right to prospect for Coal and other minerals within and underlying said lands, and to mine for and remove the same if found, and for this purpose it shall have right of way over and across said lands and space necessary for the conduct of said business thereon, without charge or liability for damage therefor. To Have and to Hold the said premises with all the rights and appurtenances therunto belonging unto the said grantees their heirs and assigns forever, and the said grantor doth hereby covenant with the said grantees, 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 grantees their heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting However, all taxes and assessments levied upon said premises since May 25, 1887 and except against any claims or incumbrances created or permitted by through, or under said Lars Anderson and William G. Margetto or their successors, heirs or assigns or any of them. And Whereas, said Union Pacific Railroad Company did, on the sixteenth day of April, A.D. 1867, execute and deliver to Cyrus H. McCormick, of the City of New York, and John Duff, of the City of Boston, a certain Mortgage Deed of that date, wherein said Company conveyed to the said Cyrus H. McCormick and John Duff as Trustees, for the uses and purposes therein mentioned, among other things the lands herein before described.

And Whereas, the said Cyrus H. McCormick did on the twenty eighth day of June, A.D. 1873, by a paper instrument of writing to that effect, resign his place as Trustee under said Mortgage deed, which resignation was, on the fifteenth day of October, A.D. 1873, accepted by the Union Pacific Railroad Company, by its Board of Directors, at a meeting thereof held on that day in the City of Boston and State of Massachusetts; And Whereas on the fifteenth day of October A.D. 1873, Frederick L. Ames, of Easton, in the State of Massachusetts, was duly nominated by the remaining Trustee, John Duff, as successor to said Cyrus H. McCormick, which nomination was, on the same day, approved by the Board of Directors of the said Union Pacific Railroad Company.

And Whereas, by such nomination and approval said Frederick L. Ames did, upon his acceptance thereof, thereafter become vested with the same estates, powers, rights and interests and charged with the same duties and responsibilities, as if he had been one of the original Trustees named in and executing said Mortgage deed; And Whereas said remaining Trustee did, by a conveyance proper and effectual for that purpose dated on the twentieth day of October A.D. 1873, at the City of Boston, and the same

in said new Trustee jointly with him, the said John Duff; And Whereas, the said John Duff did, on the fourteenth day of February, A.D. 1877, by a proper instrument of writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was on the fourteenth day of February, A.D. 1877, accepted by the Union Pacific Railroad Company, by the Executive Committee of its Board of Directors, at a meeting thereof held on that day in the City of Boston and State of Massachusetts;

And Whereas, on the second day of July, 1889 the Union Trust Company of New York, was duly nominated by the remaining Trustee Frederick L. Ames, as successor to said John Duff, which nomination was, on the thirteenth day of July, 1889, approved by the Executive Committee of the Board of Directors of the said Union Pacific Railway Company; And the said Frederick L. Ames executed a deed on the thirteenth day of July, 1889, vesting in ^{the} said Union Trust Company of New York, the estates, powers, rights and interests created by said Mortgage Deed jointly with the said Frederick L. Ames;

And Whereas the said Union Trust Company of New York signified its acceptance of said Trust, by signing said deed; And Whereas, the said Frederick L. Ames did on the fifteenth day of July, 1889 by a proper instrument in writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was on the sixteenth day of July, 1889, accepted by the Union Pacific Railway Company, by the Executive Committee of its Board of Directors, at a meeting thereof, held on that day in the City of Boston and State of Massachusetts; And Whereas, as nomination of a successor, to fill the vacancy, caused by the resignation of said Frederick L. Ames, having been made, the said Union Trust Company of New York became and now is the sole Trustee under the said Mortgage Deed, dated the sixteenth day of April A.D. 1867.

And Whereas, The said Union Pacific Railroad Company, did, on the eighteenth day of December, A.D. 1873, execute and deliver to the Union Trust Company of New York, a certain Mortgage Deed wherein said Company conveyed to the said Union Trust Company of New York, as Trustee, for the uses and purposes therein mentioned, among others the lands hereinbefore described; And Whereas, the said Union Pacific Railway Company, with the consent of the Union Trust Company of New York, sole Trustee under the Mortgage Deed of the sixteenth day of April, A.D. 1867, and Trustee under the Mortgage Deed of the eighteenth day of December, A.D. 1873, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantee, for and in consideration of the sum aforesaid, to the Union Pacific Railway Company in hand paid by the said grantee, which said sum of money has been paid to the said Union Trust Company of New York in its

Capacity as Trustee, for the uses and purposes mentioned in said Mortgage Deeds of the sixteenth day of April, 1867, and of the eighteenth day of December, 1873.

Now Therefore, Know all men by these presents, That the Union Trust Company of New York, Trustee in the aforesaid Mortgage Deeds, in consideration of the aforesaid premises and the payment as aforesaid of said sum, so paid by said Railway Company to said Trust Company for the uses and purposes aforesaid does, hereby Remise, Release and forever Quit-Claim unto the said the heirs at law of Lars Anderson deceased and William G. Mangetts, the Real Estate described aforesaid, to be held by the said grantee free and exempt from all liens ~~and~~ incumbrances and charges of said Mortgage Deeds, of the sixteenth day of April, 1867 and of the eighteenth day of December, 1873, but subject, however, to all the reservations and conditions hereinbefore contained.

In Witness Whereof, the said grantor, the Union Pacific Railway Company, hath 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 Land Commissioner and its Auditor, and the Union Trust Company of New York, Trustee under the said Mortgage Deeds, of the sixteenth day of April, 1867, and of the eighteenth day of December, 1873, hath caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the company, and by resolution of its Board of Directors this Twenty sixth day of May A.D. 1894

In Presence of
J. R. Daly
B. C. Fowler

The Union Pacific Railway Company
By S. H. H. Clark President
B. A. McCallister Land Commissioner
Erastus Young Auditor

Attest Alex Millar, Secretary

Union Trust Company of New York, Trustee
In Presence of By James Ogilvie Vice-President.

T. W. I. as to
Union Trust Company of New York
J. A. Shaughnessy
T. F. O'Neill.

State of New York } ss
County of New York } On the 22nd day of April 1898 personally appeared before me, James H. Ogilvie, who being by me duly sworn, did say, that he is the Vice-President of Union Trust Company of New York, and that said instrument was signed in behalf of said corporation, by authority of its By-laws and said James H. Ogilvie acknowledged to me that said corporation executed the same,

In Witness Whereof I have hereunto set my hand and affixed my
Official seal this 22nd day of April A.D. 1898

Seal } Charles Edgou Mills
Commissioner for Utah in New York 115 & 117 Broadway N.Y. City

State of New York }
County of New York }

Be it Remembered, That on this 22nd day of April
1898 before me, a Commissioner for Utah, in the State of New York, appeared the
Union Trust Company of New York by James H. Ogilvie 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 ack-
nowledged the execution and sealing of said instrument to be his voluntary
act and deed and the voluntary act and deed of said Company. And I
hereby certify that the foregoing deed is executed and acknowledged in
accordance with the laws of the State of New York.

In Witness Whereof, I have hereunto set my hand and official
Seal this 22nd day of April 1898, at the City of New York in said County & State
Charles Edgou Mills, Commissioner for Utah in N.Y.

State of Texas }
County of Bexar }

Be it Remembered, That on this 28th day of
March A.D. 1898 before me a Notary Public, in and for said County
appeared the Union Pacific Railway Company, by J.H.H. Clark its President,
who is personally known to me to be the identical person whose name is sub-
scribed 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 28th day of March A.D. 1898 at the City of San Antonio in said
County and State

Seal } James D. Earl
Notary Public
My Commission Expires June 1-1899.

Filed for record and recorded November 5th 1898 at 4 O'clock P.M.
Jas Durant
County Recorder