

RECORDER'S NO. 23508H ✓ RECORDED MAY 1 1970
 FEE \$ 51.00 TIME 1:40 ~~PM~~ BOOK 225 PAGE 460
 MARGARET R. EVANS - BOX ELDER COUNTY RECORDER *Laurena J. Jensen*
 Deputy

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, CLARENCE KELLER and STANFORD PETERSEN, Co-Trustees, herein sometimes called "Co-Trustees" having held certain real properties described on Exhibit "A" hereto attached and by this reference made a part hereof, as Co-Trustees under appointment and conveyance by the parties hereinafter named and called "Trustors", in consideration of TEN and No/100 (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby remise, release and forever quitclaim unto SECURITY TITLE COMPANY, a Utah corporation, as Trustee, all of the right, title and interest which said Co-Trustees have in and to all properties described on Exhibit "A", subject to the reservations stated thereon to have and to hold the same as Trustee under and pursuant to an instrument entitled Escrow Agreement for the Sale and Purchase of Property, dated March 31, 1970, executed by the Co-Trustees and ratified by the following Trustors and pursuant to the Escrow Instructions delivered in connection therewith:

C. R. Kippen
 Maggie T. Kippen
 Leona M. Pritchett
 Lee Pritchett
 Sherlaine Pritchett
 Martin Ithurbide
 Mane Ithurbide
 Clarence Keller
 Elaine Keller

Claude Sutton
 Emma A. Sutton.
 L. W. Petersen
 Tressa Petersen
 W. F. Petersen
 Flossie Petersen
 Randle B. Carson
 Orpha Carson
 George Lester Carson
 Leona W. Carson
 Hannah Marie Farley,

individually, and as Attorney in Fact for Wanda Miner, Daphne Chipman, Carl A. Carson, Allen G. Carson, Barbara Hays, Robert Paul Richardson and Janice Richardson (Randle B. Carson, George Lester Carson and Hannah Marie Farley, doing business as "Carson Brothers.")

This conveyance is made pursuant to the instrument entitled Escrow Agreement for the Sale and Purchase of Property executed March 31, 1970, by said Co-Trustees and by authority previously granted to Co-Trustees or their predecessors pursuant to the original agreement creating the Trust.

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IN WITNESS WHEREOF, we, the said Clarence Keller and Stanford Petersen, Co-Trustees, have hereunto set our hands and seals this 30th day of April, 1970.

Clarence Keller
Clarence Keller

Stanford Petersen
Stanford Petersen
Co-Trustees

STATE OF UTAH, X
 : ss.
County of Salt Lake, X

On this 30 day of April, 1970, personally appeared before me Clarence Keller and Stanford Petersen, the signers of the above instrument, who duly acknowledged to me that they signed the same as Co-Trustees.



[Signature]
Notary Public
Residing at Provo, Utah

My Commission Expires:

9-16-73

EXHIBIT "A"Township 7 North, Range 18 West, Salt Lake Base and Meridian

- Section 5: That part lying Southerly of a line parallel with and 200 feet distant Southerly of the center line of Central Pacific Railway Company's East bound Railroad tract as now constructed;
- Section 7: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 9: That part lying Southerly of a line parallel with and 200 feet distant Southerly of the center line of the Central Pacific Railway Company's East bound railroad tract as now constructed;
- Section 11: All, EXCEPT a strip of land containing 48.95 acres, and being 400 feet wide lying equally on each side of the center line of the Railroad of the Central Pacific Railway Company;
- Section 15: The South half;
- Section 17: All;
- Section 19: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 21: The East half;
- Section 23: All;
- Section 27: All;
- Section 29: All;
- Section 31: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 35: All.

Township 6 North, Range 18 West, Salt Lake Base and Meridian

- Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;
- Section 5: Lots 1, 2, 3, 4, the South half of the North half and the South half;
- Section 7: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 9: The Northeast quarter and the South half;
- Section 11: All;
- Section 15: All;
- Section 17: All;
- Section 19: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 21: All;
- Section 23: All;
- Section 27: All;
- Section 29: All;
- Section 31: Lots 1, 2, 3, 4, the East half of the West half and the East half;
- Section 33: All;
- Section 35: All.

Township 5 North, Range 18 West, Salt Lake Base and Meridian

- Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;
- Section 5: Lots 1, 2, 3, 4, the South half of the North half and the South half;
- Section 7: Lots 1, 2, 3, 4, the East half of the West half and the East half;

Section 9: All;
 Section 11: All;
 Section 15: All;
 Section 17: All;
 Section 21: All;
 Section 23: All;
 Section 29: All;
 Section 33: All;
 Section 27: All;

Township 8 North, Range 18 West, Salt Lake Base and Meridian

Section 19: Lots 1, 2, 3, 4, the East half of the West half and the East half;
 Section 29: All;
 Section 31: All, EXCEPT a strip containing 54.27 acres and being 400 feet on each side of the Westbound railroad tracts, and EXCEPTING a strip containing 52.53 acres and being a strip 400 feet on each side of the Eastbound tract of the Central Pacific Railway as now constructed;
 Section 33: The West half and the West half of the Northeast quarter;

Township 4 North, Range 18 West, Salt Lake Base and Meridian

Section 5: Lots 1, 2, 3, 4, the South half of the North half and the South half;

Township 9 North, Range 19 West, Salt Lake Base and Meridian

Section 33: Lots 3 and 4, the East half of the Southwest quarter and the Southeast quarter;
 Section 35: The South half;

Township 8 North, Range 19 West, Salt Lake Base and Meridian

Section 1: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 9: Lots 1, 2, 3, 4, the East half of the West half and the East half;

Section 11: All;
 Section 13: All;
 Section 15: All;
 Section 21: All;
 Section 23: All;
 Section 25: All;
 Section 27: All;

Township 7 North, Range 19 West, Salt Lake Base and Meridian

Section 1: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 11: All;
 Section 13: All;
 Section 23: All;
 Section 27: All;
 Section 35: All;

Township 6 North, Range 19 West, Salt Lake Base and Meridian

Section 1: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 3: Lots 1, 2, 3, the South half of the Northeast quarter, the Southeast quarter; the East half of the Southwest quarter and the Southeast quarter of the Northwest quarter;
 Section 23: All;
 Section 27: The East half;

Township 5 North, Range 19 West, Salt Lake Base and Meridian

Section 1: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 11: All;
 Section 13: All;
 Section 15: All;
 Section 23: All;
 Section 27: All;
 Section 35: All;

Township 4 North, Range 19 West, Salt Lake Base and Meridian

Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;
 Section 5: Lots 1, 2, 3, and 4;
 Section 9: All;
 Section 11: All;
 Section 15: All;
 Section 17: Lots 1, 2, 3, and 4;
 Section 21: All;
 Section 23: All;
 Section 27: All;
 Section 35: All;

Township 3 North, Range 19 West, Salt Lake Base and Meridian

Section 3: Lots 1, 2, 3, 4, the South half of the North half and the South half;

Section 5: Lots 1, 2, 3, and 4;

All situated in Box Elder County, State of Utah;

Together with all of the right, title and interest in and to the following real property situated in Tooele County, Utah;

Township 3 North, Range 19 West, Salt Lake Base and Meridian

Section 9: All;

Section 11: All;

Section 15: All;

Section 17: Lots 1, 2, 3, 4;

Section 21: All;

Section 29: Lots 1, 2, 3, 4.

SUBJECT TO all easements, reservations and rights of way of record.

TOGETHER with all improvements thereon and appurtenances thereunto belonging, specifically including, but not limited to, rights presently owned by Sellers to the use of water arising on, lying under, or used upon the hereinbefore described real property, whether such rights to the use of water are presently evidenced by Certificates of Appropriation of Water Users Claim on file in the office of the Utah State Engineer or not. RESERVING, HOWEVER, unto the Grantors, their heirs, assigns or successors in interest, an undivided 65% interest in and to all minerals and non-metallics found in, on or under the hereinbefore described real property and an undivided 65% interest in and to all oil, gas and other hydrocarbons found in, on or under the hereinbefore described real property and which are presently owned by them.

It is now herein recited and the Sellers named in the Escrow Agreement to which this Exhibit "A" is attached, covenant and warrant that they are the owners of all of the minerals, non-metallics, and hydrocarbons found in on or under the hereinbefore described property, EXCEPTING that said Sellers do not, because of a prior reservation by their predecessors in interest, own any interest in minerals, non-metallics and hydrocarbons found in, on or under that portion of the real property hereinbefore described which is situated in Box Elder County, State of Utah, and more particularly described as follows:

All of the hereinbefore described real property which is described as being situated within Township 5 North, Range 18 and 19 West.

It is further herein recited that a portion of the property subject to the Escrow Agreement which is attached hereto, is subject to a "Mining Lease", designating the Sellers herein named as Lessors and Ted J. Peterson, as Lessee; said Mining Lease being evidenced by a true and correct copy thereof being attached hereto designated as Exhibit "B", and incorporated herein by reference as a part hereof, with the same effect and purpose as if set forth fully herein.

It is expressly covenanted and agreed by and between the parties named as Sellers and Buyer in the attached Escrow Agreement, that the subject property being purchased, includes an undivided 35% interest in and to said "Mining Lease", including an undivided 35% of all rentals paid from and after the date hereof by the Lessee named therein and further that as additional consideration for the purchase of such interest that the Buyer covenants and agrees to be bound by and to perform the obligations of the Lessor as set forth in said Mining Lease to the extent of the undivided 35% interest being purchased by it.

Abst in 10 Sec. pg 353, 643. 11 Sec. pg 71, 12 Sec. 209, K Sec. pg 74
H Sec. pg 239, 244, 245, 265, 266, 267, 268, 274, 275, 276, 277, 279, 280, 281, 282, 284, 287, 288, 289, 290, 291, 292, 303, 304, 469, 471, 472, 473, 475, 476, 478, 480, 483, 484, 486, 485, 487, 488
I Sec. pg 122, 167, 168, 169, 170, 171, 172, 174, 175, 178, 179, 180, 183, 188, 194, 198, 201, 203, 206 M of Sec. pg 320, 321, 322, 323, 324, 326, 327, 329, 330, 332, 333, 335, 338, 339, 340, 341, 342, 344, 345, 346, 347, 348, 350, 351, 353, 353, 354.