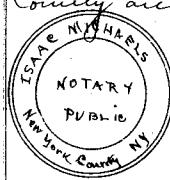


before me, at Notary Public in and for said County, appeared The Mercantile Trust Company, by W.C. Pollon its Vice President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice President, and there and there, acknowledged the execution 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 5th day of February Ad. 1910 at the city of New York, in said County and State,



My commission

expires March 30th, 1910.

McNeals

Notary Public

Tiled for record and recorded Oct. 1st, Ad. 1910 at 10²⁰ o'clock A.M.

J. Hobbs
County Recorder.

I-PH

No 5437

Contract No. 901-F-902 F

Union Pacific Railroad Company

Know all men by these presents, That the Union Pacific Deed No. 3409 Railroad Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Ninety-six hundred and sixty three and $\frac{1}{100}$ (\$9663.67) 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 J. Axon 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 ($E \frac{1}{2}$), and the North half of the Northwest Quarter ($N \frac{1}{4}$ of NW 4) and the West half of the South half of the Northwest Quarter ($N \frac{1}{2} S \frac{1}{4}$ of NW 4) and the South half of the North East Quarter of the Southwest Quarter ($E \frac{1}{2} S \frac{1}{4}$ of SW 4) of Section No Eleven (11); and all of Section No. Thirteen (13); and the West half of the East half of Sections Nos. Seventeen (17), Nineteen (19), Twenty-one (21), Twenty-seven (27), Twenty-nine (29), Thirty-one (31) and Thirty-three (33).

in Township No 2 North of Range No. Three (3) East of the Salt Lake Meridian; and all of Sections 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 Salt Lake Meridian, containing, according to the United States Survey thereof Twelve Thousand, eight hundred and eighty-four (12884) and 67/100 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 lands.

Second. The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be there, and to mine for and remove from said land, all coal and other minerals which may be found thereon by anyone.

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 therefore of 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 the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereto belonging unto the said George Cameron 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 as of a good and undefeasible 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 grantee, its successors 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 1900 and subsequent years and excepting against any rights, leases 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 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 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, 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 paid as aforesaid to Union Pacific Railroad Company by said grantee, which sum of money has been paid to said The Mercantile Trust Company 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, 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 Release and forgoe/Quit Claim, subject to the exceptions, reservations and conditions above written, unto said George D. Cannon 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 Land 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 theremore duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors this 19th day of July, A.D. 1900.

In presence of:

L. Swall

A. Sherwood

Union Pacific Railroad Company
By R.S. Lovett
President



Attest J. H. Ellett
In presence of
Michael S.
W. Battis }

Assistant Secretary.



Attest B. D. Palmer
Asst. Secretary.

The Mercantile Trust Company, Trustee
By W. Pollon
Vice President

Appraisal No. 6
checked by W.P.
RBD G.P.L.

counter signed J. A. Griffith
and Commissioner
H. Sterling Auditor

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

Be it Remembered, That on this 19th day of July, ad 1910, before me a Notary Public, in and for said County, appeared the Union Pacific Railroad Company, by R. Lovell 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 19th day of July Ad. 1910, at the City of New York, in said County and State.



My commission expires
March 30, 1911.

R. Lovell
Notary Public

State of New York
County of New York } ss.

Be it Remembered, That on the 23rd day of July Ad. 1910, before me a Notary Public, in and for said County appeared The Mercantile Trust Company, by W. Pollon, 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 23rd day of July Ad. 1910, at the City of New York, in said County and State.