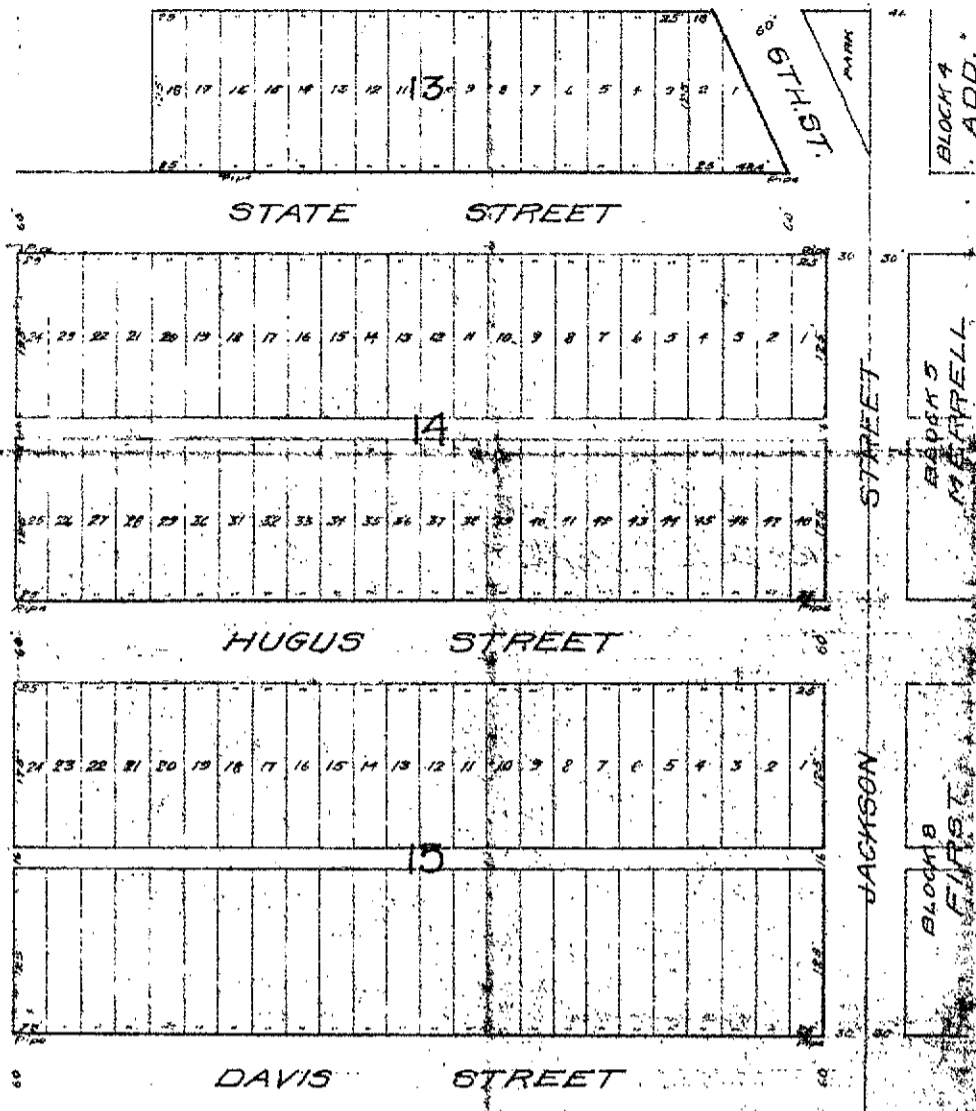


MAP OF SECOND MERRELL ADDITION

TO RAWLINS,
CARBON COUNTY, WYO

Scale: 1" = 100'

J.W. Wicks, Civil Engineer



KNOW ALL MEN BY THESE PRESENTS

That the RAWLINS LAND & INVESTMENT COMPANY, a corporation organized and existing under, and by virtue of, the laws of the State of Wyoming being the sole owner and proprietor of the land shown on the annexed map and plat and hereafter fully described, has laid out and platted, and by these presents does lay out and plat said land under the name of Second Merrell Addition to Rawlins being Blocks 13, 14, and 15 as shown above, and streets covered in description, and does hereby dedicate to the use of the public all streets and alleys shown thereon. All streets shall have a central roadway thirty (30) feet wide, fifteen (15) feet each side thereof to be used for sidewalk purposes.

Said Company further declares that the above and foregoing subdivision described by metes and bounds as follows: Beginning at a point on the south line of State Street produced a distance of 30 feet west of the north west corner of Block 5, Merrell Addition to Rawlins; thence south a distance of 652 feet to the south line of Davis Street produced westerly; thence west along said south line of Davis Street produced a distance of 630 feet; thence north a distance of 712 feet to the north line of State Street produced westerly; thence east along said north line of State Street produced a distance of 700 feet; thence north a distance of 125 feet; thence east a distance of 530 feet; thence south a distance of 185 feet to the place of beginning, as appears on this plat is with the free consent and in accordance with the desires of the undersigned Rawlins Land & Investment Company the owner and proprietor thereof.

In witness whereof, the said Rawlins Land & Investment Company has, pursuant to a resolution of its Board of Directors, duly adopted, caused these presents to be executed in its name by H. Larsen its President and its corporate seal to be hereto affixed and attested by L. E. Armstrong its Secretary this 22^d day of November A.D. 1922.

Witness *L. E. Armstrong*
Secretary

RAWLINS LAND & INVESTMENT COMPANY
By *H. Larsen*
its President

Attest *L. E. Armstrong*
Secretary



STATE OF WYOMING } ss.
COUNTY OF CARBON }

On this 22 day of November, A.D. 1922 before me appeared H. Larsen to me personally known, who, being by me duly sworn, did say that he is the President of the Rawlins Land & Investment Company a corporation organized and existing under and by virtue of the laws of the State of Wyoming, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said H. Larsen acknowledged said instrument to be the free act and deed of said corporation.

My commission expires Nov 29 1923

Given under my hand and Notarial Seal this 22 day of November A.D. 1922

L. E. Armstrong
Notary Public in and for County of Carbon in the State of Wyoming

Recorded in Book 163
Page 191
Melinda M. Rust
County Clerk and Ex-Officio Register of Deeds

Union Pacific Railroad Company.

Contract No. 1569-F.

Deed No. 1783.

Given 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 Three hundred and fifty-one and $\frac{2}{3}$ (\$351.66) Dollars, to set paid, the receipt of which is hereby acknowledged both subject, however, to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto Homer Marshall of the County of Carbon in the State of Wyoming the following described real estate, situate, lying and being in the County of Carbon and in the State of Wyoming, to wit:

All that part of the South East Quarter (SE $\frac{1}{4}$) of Section No. Seventeen (17) in Township No. Twenty-one (21) North of Range No. Eighty-seven (87) East of the Sixth Principal Meridian, described as follows, to wit: Commencing at the Southeast corner of said Section No. Seventeen (17); thence North along the East line of said Section No. Seventeen (17), Three Hundred and thirty (330) feet; thence West in a line parallel with and Three hundred and thirty (330) feet distant North from the South line of said Section No. Seventeen (17) to the intersection with the extension Southwesterly of the Northwesterly line of Lot No. One (1) in Block No. Forty-five (45) in The Union Pacific Railway Company's Fourth Addition to the Town of Quakins, as surveyed, platted and recorded; thence Northwesterly along said extended line to the Southwest corner of said Lot No. One (1) in Block No. Forty-five (45); thence Southwesterly along the South line of Blocks Nos. Forty-five (45) and Forty-six (46) in The Union Pacific Railway Company's Fourth Addition to the Town of Quakins, to the Southwest corner of Lot No. Eighteen (18) in Block No. Forty-six (46); thence Northwesterly along the West line of said Lot No. Eighteen (18) in Block No. Forty-six (46) to the Northwest corner thereof; thence Southwesterly upon an extension of the Northwesterly line of Block No. Forty-six (46) to its intersection with the West line of the South East Quarter (SE $\frac{1}{4}$) of said Section No. Seventeen (17); thence South One Hundred and fifty-two (152) feet more or less to the South quarter corner of said Section No. Seventeen (17); thence East along the South line of said Section No. Seventeen (17) to the place of beginning; containing an area of Section (17) and $\frac{2}{3}$ acres, more or less. Subject, however, to the right of way Eighty (80) feet in width which, over and across said described land, beginning at or near the Northwest corner of said Block No. Forty-six (46) and extending to the South line of said section upon the location heretofore used; occupied and traveled as a roadway, and subject also 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 but 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 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, or much of said land as may be convenient or necessary for the right of way to and from each prospect place or mine, and for the convenient and proper operation of such prospect places, mines, and for



Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).

roads and approaches thereto or for the removal therefrom of coal, mineral, machinery, or other material.

Fourth: The right is 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 James Russell, grantee, his 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 valuable 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, his 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 years 1867 and subsequent years and excepting against any rights, liens or encumbrances created or permitted, by any other person than the said grantee, since the Twenty-fifth day of September, 1861.

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 herein before 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, have sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration of the sum of money 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 lawfully 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 as paid by said Railroad Company to said Trust Company, for the uses and purposes aforesaid, both hereby given, release and forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said James Russell, 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 grantee, 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 Secretary, and countersigned by its Land Commissioner and its General Auditor or Assistant General Auditor, and said The Mercantile Trust Company of New York, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, and signed by its Vice President, who is Hereunto.

fully authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 24th day of December, A.D. 1906.

In Presence of
A. Powell
W.V. Hall
(Seal) Union Pacific Railroad Company
By: E.H. Harrison
President

Attest: Alex. Miller, Secretary.
In Presence of
L. Michaels
W.C. Patton
(Seal) The Mercantile Trust Company, Trustee
By: W.C. Patton
Vice President

Attest: B.M. Jones - Asst. Secretary.

Countersigned: -

(B.B. McAllister - Land Commissioner
E. J. Young - General Auditor

Approved No. 119

D.H.

Checked by

J.A.P.

E.C.H.

State of New York }
County of New York }

Be It Remembered, That on this 24th day of December, A.D. 1906, before me, a Notary Public in and for said County, appeared the Union Pacific Railroad Company, by E.H. Harrison, 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 24th day of December, A.D. 1906, at the City of New York in said County and State. My commission expires March 30, 1908.

(Seal) Charles J. Hochule,
Notary Public
Notary Public, Kings County, Certificate filed
(in N.Y. Co.)

State of New York }
County of New York }

Be It Remembered, That on this 24th day of December, A.D. 1906, before me a Notary Public in and for said county, appeared The Mercantile Trust Company by W.C. Patton, 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 of said Company.

In Witness Whereof, I have hereunto set my hand and official seal this 24th day of December, A.D. 1906, at the City of New York, in said County and State. My commission expires March 30, 1908.

(Seal) L. Michaels,
Notary Public

STATE OF NEW YORK }
COUNTY OF NEW YORK }
No. 35377
I, _____
Notary Public,
do hereby certify that the foregoing is a true and correct copy of the original instrument filed for record in my office on this _____ day of _____, 1906.
My commission expires _____