

State of New York. } Ss.  
County of New York. }

On the 27<sup>th</sup> day of September, A.D. 1906, personally appeared before me E. H. Harriman, 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 therunto duly authorized by the by-laws of said Company; and said E. H. Harriman acknowledged to me that said corporation executed the same.

In Testimony Whereof, I have herewith subscribed my name and affixed my official seal as Notary Public the day and year above written.  
my commission expires  
March 30<sup>th</sup> 1908.

Charles J. Hochule,

seal

Notary Public Kings County.  
Certificate filed in N.Y. Co.

State of New York. } Ss.  
County of New York. }

Be it Remembered, That on this 1<sup>st</sup> day of October, A.D. 1906, before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company by W. C. Poillon, 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 herewith set my hand and official seal this 1<sup>st</sup> day of October, A.D. 1906, at the City of New York in said County and State.

seal

J. Michaels,

Notary Public.

my commission expires March 30, 1908.

Recorded Nov. 19, 1906, at 2<sup>25</sup> P.M.

12285 No. 384.

Land Department of the  
Union Pacific Railway Company  
Union Division.

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 such consolidation, to-wit, January 24, 1880, in consideration of the sum of Two Hundred Dollars, to it paid by William Moss, of the County of Davis in the Territory of Utah, the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell, and Convey unto the said William Moss the following described real estate, situate, lying, and being in the County of Davis and in the Territory of Utah, and described as follows, to-wit:

The South west quarter of the North west quarter and The North West quarter of the South west quarter of Section No. Twenty-one (21) in Township No. Four (4) North of Range No. Two (2) West of the Salt Lake Meridian, containing, according to the United States Survey thereof, Eighty Acres, more or less; being the same premises contracted to be sold to said William Moss by Union Pacific Railroad Company, by contracts No. 928 and 929 executed the 12<sup>th</sup> day of June A.D. 18--, in pursuance and fulfillment of which said contract this conveyance is made and executed.

Reserving, However, to the said Union Pacific Railway Company, all that portion of the land hereby conveyed (if any such there be) which lies within lines drawn parallel with, and one hundred feet on each side distant from, the center line of its road, as now constructed, and any greater width when necessary, permanently to include all their cuts, embankments and ditches, and other works necessary to secure and protect their main line.

This conveyance is also upon the condition that the grantee herein, his heirs, administrators, and assigns, shall erect and maintain a lawful fence between that portion of the premises hereby conveyed, adjoining the road of said Company (if any such there be), and the road of said Company upon a line one hundred feet distant from the center line of such road, and parallel therewith, in all cases in which said fence is required by law, or may be required by said Company.

To Have and to Hold the said premises, with all the rights and appurtenances therunto belonging, unto the said grantee, his heirs and assigns forever; and the said grantor 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, his heirs, and assigns forever against the lawful claims of all persons whomsoever.

Excepting, However, all taxes and assessments levied upon said premises since the 12<sup>th</sup> day of June A.D. 1877.

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, which deed is recorded in the office of the County Clerk of Davis County, in the Territory of Utah, wherein said Company conveyed to said Cyrus H. McCormick and John Duff, as Trustees, for the use and purposes therein mentioned, among others, the lands hereinbefore described; And, Whereas, the said Cyrus H. McCormick did, on the twenty-eighth day of June, A.D. 1873, by a proper 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 Boston, 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 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, vest the same in such 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, duly resign his said trust, whereby the said Frederick L. Ames, became the sole Trustee; And Whereas, the said Union Pacific Railway Company with the consent of the Trustee for the time being, hereinbefore named, have sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said William Moss, for and in consideration of the sum of Two Hundred Dollars, to it in hand paid by the said William Moss, which said sum of money has been paid to said Frederick L. Ames, by said Company, in his capacity as Trustee, or to said John Duff, and said Frederick L. Ames, Trustee, or to said Cyrus H. McCormick, and said John Duff, Trustees, for the use and purposes in said Mortgage Deed mentioned;

Now Therefore, Know All Men by these Presents, That I, the said Frederick L. Ames, remaining Trustee in the aforesaid Mortgage Deed, in consideration of the aforesaid premises and payment as aforesaid of said sum of Two Hundred Dollars, so paid by said Company to said trust fund, of which I am the remaining Trustee, for the use and purposes aforesaid, do hereby Release, Release, and forever Quit-Claim unto the said William Moss the Real Estate described aforesaid, to be held by him free and exempt from all liens, incumbrances and charges of said Mortgage Deed, 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 Vice-President and Treasurer, and Counter signed by its Land Agent and its

Auditor, and the said Frederick L. Ames, Trustee, has hereunto set his hand, this 21<sup>st</sup> day of March, A.D. 1882.

In Presence of  
Frank D. Buttrick.



Countersigned,  
Leavitt Burnham, Land Officer,  
L. W. Bennett, Auditor.

|                   |                |
|-------------------|----------------|
| E. Atkins         | Vice-President |
| Henry M. Farland. | Treasurer.     |
| Fred. L. Ames.    | Trustee.       |

State of Massachusetts } ss.  
County of Suffolk.

Be it Remembered, that on this 21<sup>st</sup> day of March, A.D. 1882, before me, Commissioner of Utah Territory, appeared the Union Pacific Railway Company, by Elisha Atkins, its Vice-President, and Henry M. Farland, its Treasurer, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as said Vice President and Treasurer, and then and there acknowledged the execution and sealing of said Instrument to be their voluntary act and deed, and the voluntary act and deed of said Company. And on the same day, likewise, personally appeared the above named Frederick L. Ames, known to me to be the Trustee described in, and who executed, the foregoing Instrument, and acknowledged before me that he executed the same as Trustee as aforesaid, and for the uses and purposes therein set forth, and the execution thereof was his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal, this 21<sup>st</sup> day of March, A.D. 1882, at the City of Boston, in said County and State.



James L. Harris,  
a Commissioner of Utah Territory.

Recorded Dec. 3, 1906, at 9<sup>25</sup> A.M.

12284

This Indenture, Made the 31<sup>st</sup> day of December, in the year of our Lord one thousand eight hundred and Eighty Eight, Between William Moss and Grace Ann Moss, his wife, both of Bountiful, in the County of Davis, and Territory of Utah, parties of the first part, and James J. Walker of Kayville, in the County and Territory aforesaid, the party of the second part, Witnesseth, That the said parties of the first part for and in consideration of the sum of (\$750.) Seven Hundred and Fifty Dollars, lawful money of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece, or parcel of land, situated, lying and being in Kayville, in the County of Davis, Territory of Utah, known and described as follows, to-wit:

The South West quarter of the North west quarter and the North West quarter of the South West quarter of Section Twenty-one, (21) in Township (4) North, of Range Two (2) West, of the Salt Lake Meridian, containing according to the United