

Signed in the presence of

Sarah L. Mabey

Chas. R. Mabey

State of Utah }
County of Davis } ss.

On the 12th day of October, A.D. 1911, personally appeared before me Sarah L. Mabey, the signer of the within instrument, who duly acknowledged to me that she executed the same

my Commission

Seal: Chas. R. Mabey,

Notary Public.

expires Sept. 21st. 1914

Recorded January 4, 1914 at 949 A.M. Abstracted 9/8/17 E/H

Blanche Lewis, County Recorder

22468

Utah No. 630.

2/536

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 acts 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 James J. Walker 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 James J. Walker 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 northwest quarter of the northwest quarter and the southwest quarter of the southwest quarter of Section No. Twenty-one (21) Township No. Four (4) North of Range No. Two (2) West of the 1st T.M. containing, according to the United States survey thereof Eighty Acres, more or less; being the same premises contracted to be sold by the Union Pacific Railroad Company by Contract No. 1878 and Contract 1182, 1045 dated March 30, executed the 30th day of December A.D. 1879, 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 land hereby conveyed (if any such there be) which lies within lines drawn parallel with, and 100 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 100 feet distant from the center line of such road, and parallel therewith, in all cases in which such fence is required by law, or may be required by said Company.

To Have and to Hold the said premises, with all rights and appurtenances thereto 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 the northwest quarter of the northwest quarter since Mch. 30, 1878, and upon the southwest quarter of the southwest quarter since Dec. 30, 1879.

And whereas, said Union Pacific Railroad Company did, on the sixteenth day of April, A.D. 1878, execute and deliver to Cyrus H. McCormick, of the City of New York, and John Ruff, of the City of Boston, a certain mortgage deed of that date, which deed is recorded in the office of the County Clerk of Fane County, in the Territory of Idaho, wherein said Company conveyed to said Cyrus H. McCormick, and John Ruff, as Trustees for the use and purpose 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. 1878, 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. 1878, 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. 1878, Frederick L. Ames, of Eastern, in the State of Massachusetts, was duly nominated by the remaining Trustee John Ruff, 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. 1878, at the City of Boston, vest the same in such new Trustee jointly with him, the said John Ruff; And whereas, the said John Ruff, 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 no nomination of a successor to fill the vacancy caused by the resignation of said John Buff having been made, the said Frederick L. Ames became, and now is, the sole Trustee; And whereas, the said Union Pacific Railroad Company, with the consent of the Trustees for the time being, hereinbefore named, has sold and conveyed, as above set forth, the Real Estate hereinbefore described, unto the said James J. Walker for and in consideration of the sum of Two hundred Dollars, to wit in hand paid by the said James J. Walker, 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 Buff and said Frederick L. Ames, Trustees, or to said Cyrus H. McCormick and said John Buff, Trustees, for the uses and purposes in said Mortgage Deed mentioned:

Now, I 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 uses and purposes aforesaid, do hereby, Remise, Release and forever Quit, Claim unto the said James J. Walker 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 Presence of } In Witness whereof, the said grantor, the Union
W. H. Spanishholt } Pacific Railway Company, hath caused these presents
Hubert S. Broad } to be sealed with its corporate seal, and to be signed by
its President and Treasurer, and countersigned by its Land
Commissioner and its Auditor, and the said Frederick L. Ames,
Trustee, has hereunto set his hand this second day of November, A.D. 1878

Charles F. Adams President
Sgd Henry McFarland Treasurer
Frederick L. Ames Trustee.

State of Massachusetts }
County of Suffolk } s.s.

Be It Remembered, That on this 26th. day of May, A.D. 1887, before me, a Commissioner for Utah Territory, appeared the Union Pacific Railway Company, by Charles F. Adams, its President, and Henry McFarland, its Treasurer, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as said 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, like

Countersigned
Jear with Cunningham
and Com.
S. Young

