

where necessary, permanently to exclude all ^{its} obstructions, embankments ^{and} ditches, ^{and} other works necessary to secure ^{and} protect ^{its} main line

This conveyance is also upon the condition that the said grantee, 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 such 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 thereto belonging unto the said grantee, his heirs ^{and} assigns forever, and the said grantee doth hereby covenant with the said grantee that at the making of the 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 October 15th And whereas, said Union Pacific Railroad Company did, on the thirtieth day of April A. D. 1872, execute and deliver to Cyrus H. Deane, Clerk, of the City of New York ^{and} John Buff, of the City of Boston, a certain mortgage deed of that date, which deed is recorded in the office of the County Clerk of Weber County, in the Territory of Utah, wherein said Company conveyed to the said Cyrus H. Deane ^{and} John Buff, Trustees, for the use and purpose therein mentioned, among others, the lands herewithin described; And whereas, the said Cyrus H. Deane, did, on the twenty eighth day of June, A. D. 1872, 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. 1872, 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. 1872, Frederick L. Ames, of Boston, in the State of Massachusetts, was duly nominated by the remaining Trustee John Buff, at a meeting of said Cyrus H. Deane, 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 united with the same estate, 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. 1872, at the City of Boston with the same in such case Trustee jointly with him, the said John Buff, And whereas, the said John Buff did, on the twentieth day of February, 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 February, A. D. 1873, accepted by the Union Pacific Railroad Company, by the Executive Committee of its Board

of Trustees at a meeting thereof held on that day, in the City of Boston in the State of Massachusetts, that whereas no nomination of a successor to fill the vacancy caused by the resignation of said John Deff having been made, the said Frederick L. Ames became and now is, the sole Trustee; And whereas the said Union Pacific Railway ^{Company} with the consent of the Trustee for the time being, heretofore named, has sold and conveyed, as above set forth, the real estate hereunto before described, unto the said grantee, for and in consideration of the sum of five hundred dollars paid by the said grantee, 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 Deff or said Frederick L. Ames, Trustee, or to said Cyrus W. Washburn or said John P. H. Trustee for the uses and purposes in said mortgage deed mentioned.

Now therefore know all Men by these Presents, That at the said Frederick L. Ames remaining Trustee, in the aforesaid mortgage deed, in consideration of the aforesaid money and payment as aforesaid of said sum, so paid by said Company to said Trust fund, of which said sum the remaining Trustee, for the uses and purposes aforesaid, do hereby receive, release and give quit Savon unto the said James Jones the real estate described aforesaid to be held by him the said grantee free and exempt from all liens, encumbrances and charges of said mortgage deed but subject, however, to all the covenants and conditions hereunto before contained.

In Witness Whereof the said grantee, the Union Pacific Railway Company hath caused these Presents to be sealed with its corporate seal, 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 20th day of April, A.D. 1857.

Countersigned: B. J. Washburn, Land Commr.
 C. J. Adams, President
 Charles Young, Auditor
 Henry W. Ireland, Treasurer
 Frederick L. Ames, Trustee

In the County of Suffolk }
 State of Massachusetts }

Be it remembered That on this 20th day of July A.D. 1857 before me, Commissioner for the Territory of Utah, in the State of Massachusetts, appeared the Union Pacific Railway Company, by C. J. Adams its President and Henry W. Ireland its Treasurer, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument at said President and Treasurer, and they acknowledged the execution and making of said instrument to be their voluntary act and deed, and the voluntary act and deed of said Company. And on the same day, I 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 that the execution thereof was his voluntary act and deed. And I hereby certify that the foregoing deed is executed and acknowledged in accordance with the laws of the State of Massachusetts.