

United States of America.

Territory of Utah,
County of Weber } ss.

On this Twenty eighth day of February, A.D. one thousand eight hundred and eighty seven, before me Nathan Tanner Jr. a Notary Public, in and for said Weber County, duly commissioned and qualified personally appeared the within named Eliza Jude and Henry James Ware whose names are subscribed to the annexed instrument as a party thereto, personally known to me to be the same persons described in, and who executed the said annexed instrument as a party thereto, and duly acknowledged to me that they and each of them executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hands and affixed my notarial seal at my office in Ogden City, U. T., the day and year in this Certificate first above written.

N. Tanner Jr.

Notary Public.

Filed for records March 19, 1887, at 3:10 P. M.

Recorded March 19, 1887.

Don. E. Rich, Co. Recorder.

By Higginbotham Jr. Deputy.

No. 204, 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 Three Hundred and Twenty Dollars, to it paid by John Stokes of the County of Weber in the Territory of Utah, the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey unto the said John Stokes the following described real estate, situate, lying and being in the County of Weber

and in the Territory of Utah, and described as follows, to wit: The West half of the North East Quarter of Section No. thirty three (33), in Township No. six (6) North, of Range No. two 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 John Stoker by Union Pacific Railroad Company, by contracts No. 306, 307, executed the 25th day of March, A. D. 1876, 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 roads, 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 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, 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 March, 25th 1876.

And Whereas, said Union Pacific Railroad Company did, on the sixteenth day of April, A. D. 1867, execute and deliver to Cyrus L. 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 Weber County, in the Territory of Utah, wherein said Company conveyed to said Cyrus L. McCormick and John Duff, as Trustees, for the uses and purposes therein mentioned, among others, the lands hereinbefore described;

And Whereas, the said Cyrus L. 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 Easton in the State of Massachusetts, was duly nominated by the remaining Trustee John Duff, as successor to said Cyrus L. 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 Deeds.

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, heretofore named, have sold and conveyed, as above set forth, the real estate heretofore described, unto the said John Stokes, for and in consideration of the sum of Three hundred and twenty Dollars, to it in hand paid by the said John Stokes, 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, Trustees, or to said Cyrus L. 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 Deeds, in consideration of the aforesaid premises and payment as aforesaid of said sum of Three hundred and twenty Dollars, so paid by said Company to said trust funds, of which I am the remaining Trustee, for the use and purposes aforesaid, do hereby Remise, Release and forever Quit-claim unto the said John Stokes, the Real Estate described aforesaid, to be held by him free and exempt from all liens, incumbrances and charges of said Mortgage Deeds, but subject however to all the reservations and conditions heretofore contained.

U.S. By Seal of Corp. 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 countersigned by its Land Agent and its Auditor, and the said Frederick L. Ames Trustee, has hereto set his hands, this 24th day of September, A. D. 1880.

Countersigned Leavitt Cunnham, Land Agent,
J. W. Garnett, Auditor

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

In presence of Frank, D. Butrick.

State of Massachusetts }
County of Suffolk } ss

Be it Remembered, that on this 24th day of

September, A.D. 1880, before me a 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. Arnee, 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 use and purposes therein set forth, and that the execution thereof was his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal, this 24th day of September, A.D. 1880, at the City of Boston, in said County and State.

James G. Harris

A Commissioner of Utah Territory.

Filed for record March 25, 1887, at 1:30 P.M.

Recorded March 25, 1887.

Ben. E. Rich

County Recorder

This Indenture made the Thirtieth (30th) day of March, in the year of our Lord one thousand eight hundred and eighty seven (1887) Between Fredrick Blomquist and Ulrika Blomquist his wife of Lynn, in the County of Weber and Territory of Utah, the parties of the first part and Eric Anderson of the same place aforesaid, the party of the second part. — Witnesseth — That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar, 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, doth by these presents grant, bargain, sell, and quit claim unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land, situate, lying and being in the County of Weber, Territory of Utah, and bounded and particularly described as follows, to wit: Beginning at a point 17.20 chains North and 8.00 chains West from the South East Corner of the South West Quarter of Section No. Sixteen (16), Township No. Six (6) North, Range One (1) West of the Salt Lake Meridian, U. S. Survey, running thence East 8.00 chains, in center of street, to the East line of said quarter section, thence North 5.88 chains on said quarter section line, thence South 89° 15' West 8.79 chains, thence South 86° 12' West 4.51 chains to the center of the Hammerville Canal, thence in a South easterly direction up the bed of said canal to the place of beginning, Containing 6.36 acres of land, more or less.

Together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.