

The Union Pacific Railway Company, Union Division, Utah. Contract No. 1426. Deed No. 12557.  
 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 lands 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) for consideration of the sum of One Hundred and Twenty Five (119.25) Dollars, to it paid, the receipt of which is hereby acknowledged, doth hereby grant, bargain, sell and convey, unto John Croges and Stewart Croges of the County of Weber, in the Terr. of Utah, 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: (North West Quarter of the North West Quarter of Section No. Five (5), in Township No. Five (5) South of Range No. Two (2) West, of the Salt Lake Meridian, containing, according to the United States Survey thereof, thirty more and  $\frac{75}{100}$  (37.75) acres, more or less;

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 its cuts, 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, their 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 which 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.

Do have and to hold the said premises with all the rights and appurtenances thereto belonging unto the said grantee, their heirs and assigns forever, and the said grantee 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, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

Excepting, however, all taxes and assessments levied upon said premises since June 12<sup>th</sup> 1883. And, whereas, said Union Pacific Railroad Company did, on the 6<sup>th</sup> day of

April, A. D. 1867, execute and deliver to Cyrus H. O'Connell, 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 the said Cyrus H. O'Connell and John Duff, as Trustees, for the use and purposes therein mentioned, among others, the lands herein before described; And whereas, the said Cyrus H. O'Connell 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 H. O'Connell, 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. 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, 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 Duff, 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 Trustees for the time being, hereinbefore named, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantee, for and in consideration of the sum aforesaid, to it with and 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, with said John Duff and said Frederick L. Ames, Trustees, with said Cyrus H. O'Connell 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 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 John Crozes and Stewart Crozes the real estate described aforesaid, to be held by them the said grantee 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 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 Twenty-ninth (29th) day of August, A.D. 1887.

Countersigned: B. Mc Allister, Land Comm'r. C. F. Adams President  
Erastus Young, Auditor Henry Mc Farland, Treasurer  
In presence of W. H. Sparshott, Herbert J. Pratt, Fred L. Ames, Trustee. *(Seal)*  
State of Massachusetts }  
County of Suffolk. }*James H. Co.*

Be it Remembered, That on this Thirtieth day of December A.D. 1887, before me, a Commissioner for the Territory of Utah in the State of Massachusetts, appeared the Union Pacific Railway Company, by C. F. Adams, its President and Henry Mc Farland, 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 they and their 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 use and purposes therein set forth, and that the execution thereof was his voluntary act and deed. And I hereby certify that the foregoing deeds is executed and acknowledged in accordance with the laws of the State of Massachusetts.

In Witness Whereof, I have hereunto set my hand and official seal, this Thirtieth day of December, A.D. 1887, at the City of Boston, in said County of Suffolk and State of Massachusetts.  
James G. Harris,  
Commissioner for Utah.

Filed for record February 3, 1888, at 2:20 P.M.  
Recorded February 3, 1888.  
Ben E. Rich County Recorder