

Central Pacific Railroad Co.

James O'B. Gunn, and } Trustees
William E. Brown }

No. 1962.

To
Elizabeth A. Parry

Deed No. 2996 New Series.

To all to whom these presents shall come; The Central Pacific Railroad Company a corporation duly incorporated and organized under the laws of the State of California, and James O. B. Gunn, of the City and County of San Francisco, State of California, and William E. Brown, of the City and County of San Francisco, and State of California, Trustees of all the lands of the said Central Pacific Railroad Company lying in the States of California and Nevada, and the Territory of Utah, which remained unsold on the first day of October A. D. 1870, send Greeting:-

Whereas, on the first day of October A. D. 1870, the said Central Pacific Railroad Company conveyed all its lands lying in the State of California and Nevada, and the Territory of Utah, then unsold, of which the lands hereinafter described were and are a part, to Charles Crocker and Silas W. Sanderson, to hold in trust as security for the payment of Ten Thousand Bonds, for the sum of One Thousand Dollars each, dated on the first day of October A. D. 1870, and payable twenty years from date, with interest at the rate of six per cent per annum, made and issued by the said Central Pacific Railroad Company; And Whereas, said Deed of Trust, among other matters, provided that the said Central Pacific Railroad Company should have the sole and exclusive control and management of said lands, with full power to make sales of the same upon such terms and conditions as might, from time to time, be agreed upon between the said Railroad Company and the said Trustees; and that when such sales had been made, and the purchase money fully paid, the said Company and the said Trustees should unite in a conveyance in fee simple of the lands so sold to the purchaser or purchasers thereof, which conveyance should absolutely

and forever release the lands so conveyed from any and all lien or incumbrance for or on account of said Bonds, or any other debt or obligation of the said Railroad Company; and Whereas, on the 14th day of August, 1871, Charles Crocker, one of the Trustees, being about to depart from the State of California, to be absent for an indefinite period, did resign his trust under said conveyance of the first of October, 1870; and whereas, on the 15th day of August, 1871, the said Silas W. Sanderson, the remaining Trustee under said conveyance, did, pursuant to the terms of his trust, nominate Mark Hopkins, of the City of Sacramento, and State of California, to fill the vacancy caused by the resignation of said Charles Crocker; and whereas, on the 21st day of August, 1871, the Board of Directors of the said Central Pacific Railroad Company, pursuant to the terms of said trust, did ratify and approve said nomination, and did appoint said Mark Hopkins to fill said vacancy; And Whereas, subsequently, to wit, on the 29th day of March, 1878, said Mark Hopkins departed this life; and whereas, on the second day of April, 1878, Silas W. Sanderson, the surviving Trustee under said conveyance, did, pursuant to the terms and conditions thereof, nominate David D. Bolton, of the City and County of San Francisco, and State of California, to fill the vacancy caused by the Death of said Mark Hopkins; and whereas, on the third day of April, 1878, the Board of Directors of said Central Pacific Railroad Company, pursuant to the terms of said conveyance, did ratify and approve said nomination, and did appoint said David D. Bolton to fill said vacancy; And whereas, subsequently, to wit, on the ninth day of October, 1878, said David D. Bolton departed this life; and

whereas, on the twenty-eighth day of October, 1878, Silas W. Sanderson, the surviving Trustee under said conveyance, did, pursuant to the terms and conditions thereof, nominate James O'B. Gunn, of the City of Oakland, and County of Alameda, and State of California to fill the vacancy caused by the death of said David D. Colton; and whereas, on the thirteenth day of November, 1878, the Board of Directors of said Central Pacific Railroad Company, pursuant to the terms of said conveyance, did ratify and approve said nomination, and did appoint said James O'B. Gunn to fill said vacancy; and whereas, subsequently, to wit, on the 24th day of June, 1886, said Silas W. Sanderson departed this life; and whereas, on the 29th day of June, 1886, the surviving Trustee under said conveyance, did, pursuant to the terms and conditions thereof, nominate William E. Brown of the City and County of San Francisco, State of California, to fill the vacancy caused by the death of said Silas W. Sanderson; and whereas, on the 8th day of July, 1886, the Board of Directors of the said Central Pacific Railroad Company, pursuant to said conveyance, did ratify and approve said nomination, and did appoint said William E. Brown to fill said vacancy; and whereas, the said Railroad Company has sold the lands hereinafter described, pursuant to the foregoing conditions, to Elizabeth A. Parry for the sum of Two Hundred (200) Dollars, which sum has been by her fully paid to the said James O'B. Gunn and William E. Brown, Trustees as aforesaid; Now Therefore, in consideration of the premises, and the said sum of Two Hundred (200) Dollars, the receipt whereof is hereby acknowledged, the said Central Pacific Railroad Company, and the said James O'B. Gunn and William E. Brown, Trustees as aforesaid, do grant, bargain, sell and convey to the said Elizabeth A. Parry and her heirs and assigns, the following described tract of land, situate, lying and being in the County of Eureka and State of Nevada to wit; The North half of South East Quarter (N¹/₂

of S.E. 1/4) of Section No. Twenty Nine (29) in Township
 Thirty (30) north of Range Fifty-two (52) East Mount
 Diablo base and meridian, containing Eighty (80)
 acres, according to the United States survey, together
 with all the privileges and appurtenances thereto
 appertaining and belonging. Excepting and reserving,
 however, for Railroad purposes, a strip of land
 four hundred feet wide, lying equally on each side
 of the track of the Railroad of said company, or
 any branch Railroad now or hereafter constructed
 on said lands, and the right to use all water
 needed for the operating and repairing of said Rail-
 road which rises on said land, and the right of
 way to conduct water rising on other lands across
 said land in pipes or aqueducts for said purposes,
 and subject also to the reservation and condition
 that the said purchaser her heirs and assigns, shall
 erect and maintain good and sufficient fences
 on both sides of said strip or strips of land.
 Reserving, however, all claim of the United States to
 the same as mineral land. To have and to hold
 the aforesaid premises to the said Elizabeth A. Parry
 her heirs and assigns, to her and their use and behoof
 forever. In Testimony whereof, the said Central Pacific
 Railroad Company has caused these presents to be
 signed by its President and Secretary, and sealed with
 its Corporate Seal; and the said James O. B. Gunn
 and William E. Brown, Trustees, have subscribed their
 names and affixed their seals this Twenty second (22nd),
 day of September A. D. 1886. Leland Stanford

(Seal)

President C. P. R. R. Co.

E. H. Miller Jr.

Secretary C. P. R. R. Co.

James O. B. Gunn (seal) } Trustees
 W. E. Brown (seal) }