

Southern Pacific Company and )  
 Central Pacific Company, )  
 to ) Agreement.  
 State of Nevada. )

THIS INDENTURE, made this 5th day of December, 1921, between SOUTHERN PACIFIC COMPANY, a corporation of the State of Kentucky, and CENTRAL PACIFIC COMPANY, a corporation of the State of Utah, herein collectively termed first party, and STATE OF NEVADA, second party.

RECITALS: Second Party is constructing State Highway in the vicinity of Shoshone, Eureka County, State of Nevada, and during the construction of said highway desires to construct and temporarily maintain and use a road or highway upon and across the right of way of first party, in the locations hereinafter described, to which first party is agreeable, subject, however, to the covenants and conditions hereinafter set forth.

AGREEMENT: NOW, THEREFORE, first party hereby grants to second party (subject to the conditions hereinafter contained) the right to construct and temporarily maintain said road or highway upon and across those certain parcels of land situated in the County of Eureka, State of Nevada, and lying within the railroad right of way and property of first party and described as follows, to-wit:

PARCEL NO.1: BEGINNING at a point in the southerly boundary line of the Central Pacific Railway Company's right of way in Section 26, Township 33 North, Range 48 East, M.D.B.&M., said point being distant 200 feet southerly at right angles from the center line of aforesaid Central Pacific Railway Company's main tract at Engineer Station 1143 plus 83; thence easterly along said southerly right of way line 1242 feet to a point, opposite and distant 200 feet at right angles southerly from aforesaid center line at Engineer's Station 1156 plus 25; thence northerly at right angles 60 feet to a point; thence westerly along a line parallel with and distant 140 feet at right angles southerly from the center line of aforesaid Central Pacific Railway Company's main track 1242 feet to a point; thence southerly in a direct line 60 feet to the point of beginning;

containing an area of 1.71 acres, more or less, and being in the South half of Section 26, Township 33 North, Range 48 East, M.D.B. & M.

**PARCEL NO. 2:** BEGINNING at a point in the westerly boundary line of the Central Pacific Company's right of way in Section 1, Township 32 North, Range 48 East, M.D.B. & M., said point being distant 200 feet westerly at right angles from the center line of aforesaid Central Pacific Railway Company's main track at Engineer Station "E"20 plus 40; thence southerly along said westerly right of way line 300 feet to a point; thence easterly at right angles 60 feet to a point; thence northerly along a line parallel with and distant 140 feet at right angles westerly from the center line of aforesaid Central Pacific Railway Company's main track 300 feet to a point; thence westerly at right angles 60 feet to the point of beginning, containing an area of 0.41 of an acre, more or less, and being in the West half of Section 1, Township 32 North, Range 48 East, M.D.B. & M.

Said parcels of land are shown within red lines on blueprint map hereto attached and made a part hereof.

This grant is subject and subordinate to the prior and continuing right and obligation of the first party, or its successors, to use and maintain its entire railroad and property in performance of its public duty as a common carrier, and is also subject to the right and power of the first party, and its successors in ownership of the said railroad and property, to construct, maintain, use and operate existing or additional railway tracks, or other railroad facilities or structures of any character, upon, along or across any or all parts of the said land above described, and to use any part of the said land for railroad purposes to the exclusion of all other uses, including that hereby granted, all or any of which may be freely done at any time or times by the first party, or its successors, without liability to the second party or to any one else for compensation or damage.

The second party shall keep the said road or highway in good condition and repair on the premises hereinabove described as long as the same shall be maintained thereon.

This instrument is subject to all valid and existing contracts, leases, liens or encumbrances which may affect the said property, and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

It is expressly understood and agreed that the privilege herein granted shall expire by limitation upon completion of the work of constructing said State Highway in vicinity of said Shoshone, and that thereupon second party, at its sole cost and expense, shall cause said road or highway to be removed and abandoned and restore the land of first party to the same state and condition in which it existed prior to construction of road or highway thereon, and second party shall thereupon relinquish all rights in and to said land.

This agreement may be terminated by first party upon sixty (60) days' notice in writing to second party and second party expressly agrees to remove said road or highway and restore the land of first party to the same state and condition in which it existed prior to the expiration of the sixty (60) days' notice provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in triplicate by their respective officers thereunto duly authorized, the day and year first above written.

Description Correct:

Otis Weeks (Seal S.P. Company of  
Division Engineer. Kentucky.)

SOUTHER PACIFIC COMPANY

By J.H. Dyer  
General Manager.

Recommended:

(Signed) W.L. Hack  
Superintendent.

Attest G.L. King  
Assistant Secretary

Approved:

Asst. General Manager.

CENTRAL PACIFIC RAILWAY COMPANY

By E.O. McCormick  
Vice President

Approved:

Engineer Maintenance of  
Way and structures.  
Form correct:

Attest H.L. King  
Secretary

