

File No.16612.

Central Pacific Rwy. Co., et al.,)
 to) LEASE.
 State of Nevada.)

THIS LEASE, made and entered into this 14th day of December, 1925, by and between CENTRAL PACIFIC RAILWAY COMPANY, a corporation, and SOUTHERN PACIFIC COMPANY, a corporation, herein collectively called "Lessor", and STATE OF NEVADA, herein called "Lessee",

W I T N E S S E T H:

That for and in consideration of the covenants and agreements herein contained, Lessor hereby leases unto Lessee, and Lessee hereby hires and takes from Lessor, that certain parcel of land situate in Section 26, Township 33 North, Range 48 East, M.D.B. & M., in the County of Eureka, State of Nevada, and more particularly described as follows, to-wit:

BEGINNING at a point North 5° 58' East, a distance of 1779.34 feet from the southwest corner of Section 26, Township 33 North, Range 48 East, M.D.B. & M., said point also being 300 feet distant radially and northwesterly from the center line of the Central Pacific Railway Company's main tract at Engineer's Station 1129 plus 81.61; thence easterly 856.25 feet on a curve to the right, of 4883.69 feet radius, whose tangent bearing at said previously described point is north 80°03' East, to a point; thence northeasterly 41.57 feet on a curve to the left, of 550 feet radius, whose tangent bearing at last mentioned point is North 78 degrees 27' 17" East, to a point; thence westerly 767.09 feet on a curve to the left, of 7939.45 feet radius, whose tangent bearing at last mentioned point is North 86°52' West, to a point; thence southwesterly 166.53 feet on a curve to the left, of 477.10 feet radius, whose tangent bearing at last mentioned point is South 68°08' 28" West, to the point of beginning; said parcel of land containing 0.71 acres, more or less, and shown tinted in red on Salt Lake Division Drawing No.B-684, Sheet No.2 hereto attached and made a part hereof.

1. This lease shall take effect as of the day and year first herein written, and shall be and remain in full force and effect during the corporate existence of the Central Pacific Railway Company, not to exceed, however, the term of ninety-nine (99) years.

2. As a consideration for this lease, the Lessee agrees to pay in advance to the Lessor a rental of Five (5) Dollars per annum; to assume all taxes and assessments levied upon the leased premises during the continuance of this lease; to keep the lease premises free from combustible materials; to plant no trees or shrubbery without the previous written consent of the Lessor, and to erect no structures thereon except such as may be necessary for highway purposes; to put nothing upon the leased premises which might obstruct or interfere with the view; to provide such culverts, bridges and other structures as may be necessary to properly care for the drainage from said premises and the adjoining right of way of the Lessor; and to hold the Lessor harmless from any and all damages to any of such structures on said leased premises arising from fire caused directly or indirectly by sparks or fire emitted from the engines or trains of the Lessor; and to further hold the Lessor harmless from any damage to the highway upon the leased premises which may result from the construction of drainage ditches or waterways by the Lessor.

3. The Lessor reserves the right to take possession of all or any portion of the leased premises whenever the use thereof may become necessary or expedient in the judgment of the Lessor, for railroad purposes; provided, however, that in the event the Lessor elects to take possession of all or any portion of said premises in accordance with this reservation, it shall give the Lessee six (6) months' notice of its intention so to do, and shall, at its option, provide at its expense, the necessary land for and reestablish, or pay to the Lessee the cost of such land and expenses for reestablishing the highway in as good condition as it was in at the time of taking possession thereof.

4. The Lessee shall keep the highway to be located on said leased premises in good condition and repair as long as the same shall be maintained thereon.

5/ The Lessor reserves the right to cross the leased premises with its existing railroad tracks and such addition railroad tracks as may be required for its convenience or purposes, in such manner, as not to interfere with their use as a public highway. In the event the Lessor shall place additional tracks upon the leased premises in accordance with this reservation, it shall restore the highway so occupied by such additional tracks, to its former state of usefulness.

6. The Lessee shall not at any time use or permit the use by others of said leased premises for railroad or traction purposes, or use or permit the said premises to be used except for the usual and ordinary purposes of a street or highway.

7. This lease is subject to all outstanding superior rights (including those in favor of telegraph and telephone companies and leases to abutting property owners and others) and the right of renewals and extensions of the same; and it is understood that nothing in this lease contained shall be construed as a covenant to put the Lessee into possession or to protect the Lessee in the peaceable possession of said premises.

8. No special assessments for establishing or improving the highway located upon the leased premises are to be made against the adjacent railroad right of way of the Lessor, and the Lessee agrees to protect the Lessor against and save it harmless from such special assessments.

9. For the purpose of protecting the reversionary interest of the Lessor against the assertion of adverse rights, the Lessee agrees to prevent encroachments upon the leased premises, and to this end will, at its own expense, take all necessary action, including as far as practicable the building of its ditches on and the borrowing of earth from the outer margin of said leased premises.

10. If the Lessee should breach or fail to keep any of the covenants or conditions hereof, or fail to perform such covenants or conditions, or to remedy the same for thirty (30) days after written notice of such failure or breach on the part of the Lessee, given by the Lessor to Lessee, then this lease shall immediately cease and determine.

11. Nonuser of the leased premises by Lesser for highway purposes continuing at any time during the term hereof for a period of eighteen (18) months shall, at the option of the Lessor, work a termination of this lease and of all rights of the Lessee hereunder, and non-user by the Lessee of a portion of said leased premises continuing for a like period shall, at the option of the Lessor, work a termination of all rights and interest of the Lessee with respect to such portion.

12. This lease is not to be assigned, nor is any portion of the leased premises to be sublet, without the written consent of the Lessor. The Lessee will surrender peaceable possession of said premises at the expiration of this lease.

13. Except as herein otherwise provided, all covenants and agreements herein contained are made by the parties hereto for and shall be binding upon the themselves and their successors and assigns.

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 hereinabove written.

(C.P.Rwy. Co.)
Seal)

(S.P.Rwy. Co. Seal)

(State of Nevada Highway Seal)

CENTRAL PACIFIC RAILWAY COMPANY,
By B.A. McAllaster
Vice President.
Attest G.S. King

SOUTHERN PACIFIC COMPANY,
By J.H. Dyer
General Manager.
Attest G.S. King
Assistant Secretary.

STATE OF NEVADA, DEPARTMENT OF HIGHWAYS,
By James M. Leonard
Chairman, Board of Directors of the
Department of Highways.

By Geo. W. Borden
State Highway Engineer.

NOTARIAL ACKNOWLEDGEMENT
SOUTHERN PACIFIC COMPANY
CENTRAL PACIFIC RAILWAY COMPANY

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO.) ss.

On this 16th day of February, 1926, before me Frank Harvey, a Notary Public in and for said City and County of San Francisco, State of California, personally appeared J.H.DYER, known to me to be the GENERAL MANAGER of SOUTHERN PACIFIC COMPANY, B.A. McAllaster, known to me to be the VICE PRESIDENT of CENTRAL PACIFIC RAILWAY COMPANY and G.L. King, known to me to be the ASSISTANT SECRETARY OF THE SOUTHERN PACIFIC COMPANY and SECRETARY of the CENTRAL PACIFIC RAILWAY COMPANY, the corporations that executed the within instrument; and each of them acknowledged to me that such corporations executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of San Francisco, State of California, on the day and year in this certificate first above written.

(Notarial Seal)

Frank Harvey
Notary Public in and for the City and
County of San Francisco, State of
California.

RESOLUTION

WHEREAS, this department has made application to the Southern Pacific Company and the Central Pacific Railway Company, a corporation, for a lease covering the construction of a state highway over and upon a portion of the Central Pacific Railway Company's right of way at Shoshone Point, Eureka County, Nevada, and

WHEREAS such lease has been prepared in triplicate by the said railroad companies and forwarded to this department for execution,

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Board of Directors be, and is hereby authorized to execute such lease for and on behalf of the Department of Highways of the State of Nevada.

(Department of Highway Seal)

I hereby certify that the above and foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Department of Highways of the State of Nevada at a special meeting held on December 14th, 1925.

Floyd O. Booe
Secretary.

STATE OF NEVADA)
COUNTY OF) ss.

On this 14th day of December, 1925, personally appeared before me, H.D.Mills, a Notary Public in and for the County of Ormsby, Nevada, James M. Leonard, known to me to be the Chairman of the Board of Directors of the Department of Highways of the State of Nevada, and Geo.W. Borden, known to me to be the State Highway Engineer of the Department of Highways of the State of Nevada, that executed the foregoing instrument, and upon oath did depose that they are the Officers of said Department of Highways of the State of Nevada as above designated; that they are acquainted with the seal of said Department of Highways of the State of Nevada and that the seal affixed to said instrument is the seal of said Department of Highways of the State of Nevada; that the signatures to said instrument were made by officers of said Department of Highways of the State of Nevada as indicated after said signatures; and that the said Department of Highways of the State of Nevada executed the same instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Ormsby State of Nevada, the day and year in this certificate first above written.

(Notarial Seal)

H.D.Mills
Notary Public in and for Ormsby County,
State of Nevada.

Recorded at the Request of Dept. of Highways Mar.2, A.D. 1926 At 15 minutes past 4 P.M.

Peter Merialdo---Recorder.