

File No. 23306.

The Western Pacific Railroad Company,)
to)
State of Nevada.)

AGREEMENT AND EASEMENT

THIS AGREEMENT, entered into this 31st day of December, 1939, between THE WESTERN PACIFIC RAILROAD COMPANY, a corporation, first party, and the STATE OF NEVADA, a body politic and corporate, second party,

W I T N E S S E T H:

WHEREAS, at present State Highway Route No. 21 crosses the main line of first party at M.P. 618.70, Eureka County, Nevada, and

WHEREAS, second party proposes to reconstruct and straighten said highway across the line of railroad of first party, said new crossing to be at first party's M.P. 618.57, and to abandon the existing crossing, and

WHEREAS, second party requires from first party an easement for the purpose of constructing and maintaining said new crossing across the property and right of way of first party,

NOW, THEREFORE, first party hereby grants to second party, subject to the lien of its First Mortgage or Deed of Trust of date June 26, 1916, and to its General and Refunding Mortgage of date January 1, 1932, an easement for the construction and maintenance of a highway over and across that certain property of first party in the County of Eureka, State of Nevada, described as follows:

A right of way one hundred fifty (150) feet in width over and across that certain strip of land one hundred (100) feet in width, conveyed to the Western Pacific Railway Co., by Central Pacific Railway Co. by deed dated March 2, 1909 and recorded April 26, 1909 in Book 16 of Deeds at page 269, Eureka County Records, said right of way being located in the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 5, T. 31 N., R. 49 E., M.D.B. & M., being seventy-five (75) feet wide on each side of the surveyed highway center line, said center line being more particularly described as follows, to-wit:

Beginning at the point of intersection of said center line, at Highway Engineer's Station "F" 284+91.80 P.O.C., with the left or northerly, fifty foot right of way line of the Western Pacific Railroad Company; said point of beginning being further described as bearing S. 49°35' 40" W. a distance of 5427.03 feet from the east quarter corner of Section 32, T. 32, T. 32 N., R. 49 E., M.D.B. & M.; thence from a tangent which bears S. 17°02' W., curving to the left along said center line with a radius of 3000 feet, through an angle of 1°08'10", a distance of 59.49 feet to the point of intersection of said highway center line with the center line of the railroad, where Highway Engineer's Station "F" 285+51.29 P.O.C., equals Railroad Engineer's Station 4492+55.89 P.O.T., said point being further described as bearing S. 49° 15' 30" W., a distance of 5476.30 feet from the east quarter corner of said Section 32; thence from a tangent which bears S. 15°53'50" W., curving to the left along said center line with a radius of 3000 feet, through an angle of 1°08'50", a distance of 60.06 feet to the point of ending at the intersection of said center line at Highway Engineer's Station "F" 286+11.35 P.O.C., with the right or southerly, fifty foot, railroad right of way line; said point of ending being further described as bearing S. 48°54'20" W., a distance of 5526.99 feet from the east quarter corner of said Section 32; containing an area of 0.41 of an acre, more or less.

IF the land over which said easement is granted, or any part thereof, shall ever cease to be used for the purposes specified herein, said easement, or such part thereof as shall have ceased to be so used, shall revert to first party, its successors or assigns.

First party agrees, at its sole cost and expense, to construct and maintain said highway of asphaltum, gravel and asphaltum, or gravel and oil, within the limits of its track area and on both sides of said track for a distance of two (2) feet from the outside of rails, and second party agrees that it will bear the necessary expense of re-arranging and raising the telegraph wires of first party and of Western Union at said new crossing.

Second party agrees that it will, upon the completion of said new crossing, close and abandon the existing highway grade crossing over first party's main track at M.P. 618.70.

IN WITNESS WHEREOF, the parties hereto have executed these presents this 31st day of December, 1939.

THE WESTERN PACIFIC RAILROAD COMPANY,
By T. M. Schumacher

Sidney M. Ehrman
Its Trustees in Reorganization

By Charles Elsey
Their Agent.

Approved as to Execution

C. W. Dooling
Attorney

STATE OF NEVADA, acting by and through
its Department of Highway

By Robert A. Allen
State Highway Engineer.

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 15 day of January in the year one thousand nine hundred and forty before me, FLORA HALL, Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Charles Elsey known to me to be the Agent of the Trustees in Reorganization of The Western Pacific Railroad Company the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(Notarial Seal)

My commission expires May 5, 1941.

Flora Hall
Notary Public in and for the City and County of
San Francisco, State of California.

Recorded at the request of Robert A. Allen Feb. 5, A.D. 1940 At 30 minutes past 3 P.M.

Peter Merialdo---Recorder.