

Southern Pacific Company,
Central Pacific Railway Company,
to
State of Nevada.

STREET OR HIGHWAY AGREEMENT

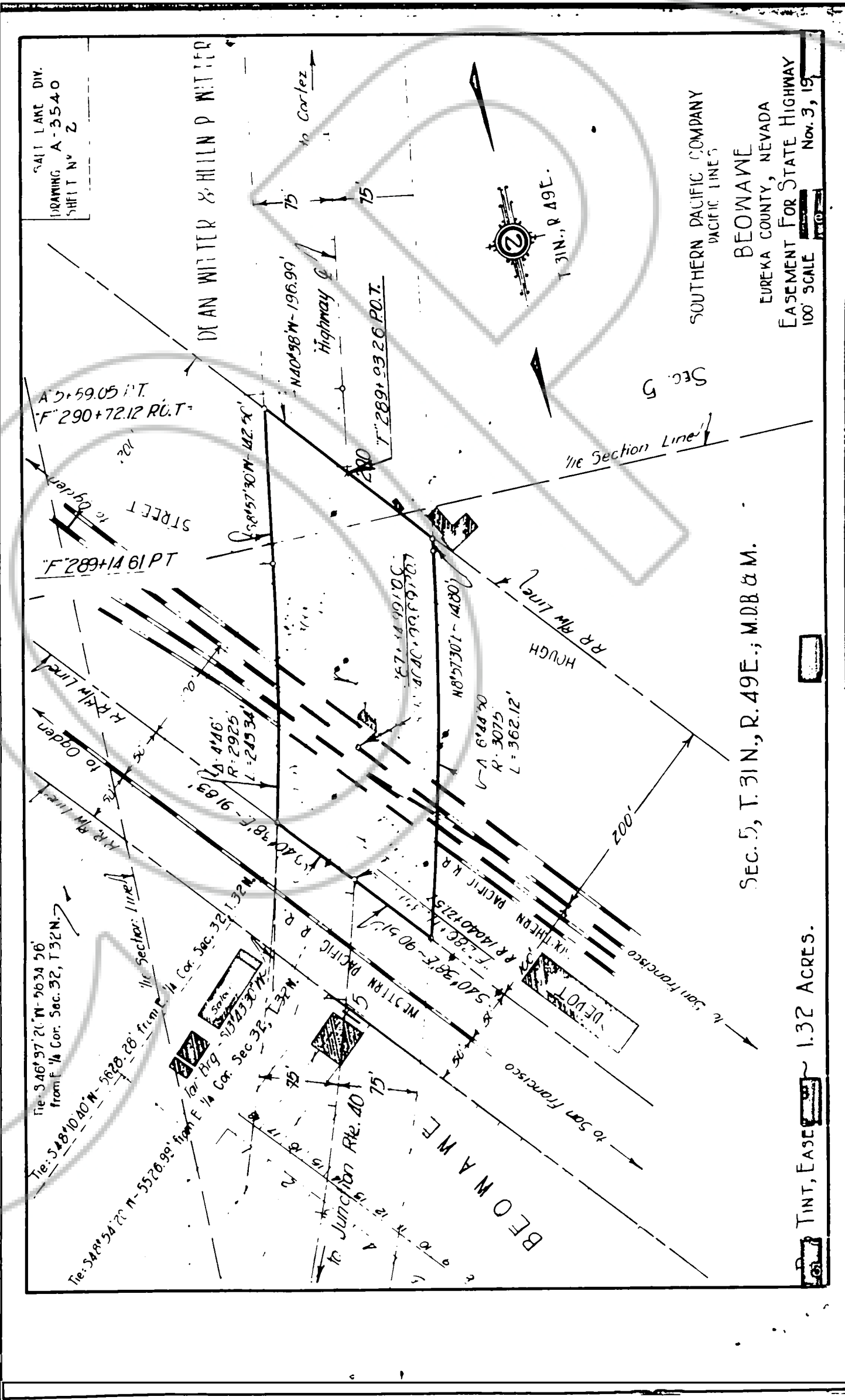
THIS INDENTURE, made this 7th day of February, 1940, between SOUTHERN PACIFIC COMPANY, a corporation of the State of Kentucky, and its Lessor, CENTRAL PACIFIC RAILWAY COMPANY, a corporation, herein collectively termed first party, and the STATE OF NEVADA, acting by and through the Department of Highways, second party.

WITNESSETH: That first party hereby grants to second party (subject to the conditions hereinafter contained) the right to construct, maintain and use a street or a highway upon and across that certain parcel of land situate in the County of Eureka, State of Nevada, and lying within the railroad right of way of first party, and more particularly described as follows, to-wit:

All that certain piece or parcel of land situate, lying and being in the West half of the northwest quarter of Section 5, Township 31 North, Range 49 East, Mount Diablo Base and Meridian, County of Eureka, State of Nevada, more particularly described as follows, to-wit:

BEGINNING at a point on the northerly right of way line of the Central Pacific Railway Company's right of way (300.0 feet wide) said point being opposite at right angles northerly and 100.00 feet distant from the center line of the Central Pacific Railway Company's originally located main track at Engineer's Station 14040+27.57, as said point of beginning bears South $48^{\circ}54'20''$ West, 5526.99 feet from the East quarter corner of Section 32, Township 32 North, Range 49 East, Mount Diablo Base and Meridian, thence South $40^{\circ}38'$ East along said northerly right of way line, a distance of 91.83 feet to a point, thence from a tangent which bears South $13^{\circ}43'30''$ West along a curve to the left whose radius is 2925.00 feet, through an angle of $4^{\circ}46'$, a distance of 243.34 feet to a point, thence South $8^{\circ}57'30''$ West a distance of 142.50 feet to a point on the Central Pacific Railway Company's southerly right of way line, thence North $40^{\circ}38'$ West along said southerly right of way line a distance of 196.99 feet to a point, thence North $8^{\circ}57'30''$ East a distance of 14.80 feet to a point, thence from a tangent, which is the last described course, along a curve to the right whose radius is 3075.00 feet, through an angle of $6^{\circ}44'50''$, a distance of 362.12 feet to a point on the northerly right of way line, thence South $40^{\circ}38'$ East along said railroad right of way line a distance of 90.51 feet to the point of beginning, containing an area of 1.32 acres, more or less, as shown in red tint on blueprint map Salt Lake Division Drawing A-3540, Sheet No.2, dated November 3, 1939, hereto attached and made a part hereof.

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tance of 243.34 feet to a point, thence South $8^{\circ}57'30''$ East a distance of 142.56 feet to a point on the Central Pacific Railway Company's southerly right of way line, thence North $40^{\circ}38'$ West along said southerly right of way line a distance of 196.99 feet to a point, thence North $8^{\circ}57'$

In the construction of said highway over the land hereinabove described first party will furnish the material and perform the work in the manner and to the extent as follows, to-wit:

1. Move across over approximately 75 feet westerly;
2. Relocate signal poles of first party and telegraph poles of Western Union Telegraph Company;
3. remove existing tie platform; and
4. relocate and reconstruct to legal standards the crossing of the tracks of first party between lines two (2) feet outside of the outside rails thereof over the highway to be constructed upon the land hereinabove described.

Second party expressly agrees to reimburse first party, promptly upon receipt of bills therefor, for the cost and expense incurred by first party in furnishing the material and performing the work included in Items 1, 2 and 3, it being understood that Item 4 will be undertaken at the cost and expense of first party.

This agreement is executed in pursuance of the order of the Public Service Commission of the State of Nevada, dated November 17th, 1939, in Case No. 1115.

First party will, in the event it considers it necessary, place a flagman or flagmen upon said premises to protect and safeguard property, movement of engines, trains and cars of first party at said location while said work is being done, and second party will reimburse first party, promptly upon receipt of bills therefor, for the cost of furnishing such flagman or flagmen.

This grant is subject and subordinate to the prior and continuing right and obligation of first party and its successors to use and maintain its entire railroad right of way and property in performance of its public duty as a common carrier, and is also subject to the right and power of first party and its successors in interest or ownership of the said railroad right of way and property to use the said lands hereinabove described, or any and all parts thereof, for all purposes which are consistent with the enjoyment of the easement for highway purposes herein granted to second party.

Second party in consideration of this grant shall, at its own cost and expense, construct said highway on the premises hereinabove described; and should second party, its successors or assigns, at any time abandon the use of the said land or any part thereof, or fail at any time to use the same for said purpose for continuous period of one year, the right hereby given shall cease to the extent of the use so abandoned or discontinued, and first party shall at once have the right, in addition to but not in qualification of the rights hereinabove reserved, to resume exclusive possession of the said land, or the part thereof the use of which is so discontinued or abandoned.

Upon termination of the rights and privileges hereby granted, second party agrees, at its own cost and expense, to remove the highway, including the paving, from said premises of first party and restore said premises as nearly as practicable to the same state and condition in which they existed prior to the construction of said highway. Should second party in such event fail, neglect or refuse to so remove said highway and restore said premises, such removal and restoration may be performed by first party at the expense of second party, which expense second party agrees to pay to first party upon demand.

The rights and privileges hereby granted second party shall lapse and become void if not exercised within one (1) year from the date hereof.

As a further consideration for this grant second party agrees to reimburse first party for any and all assessments which may be levied by order of any authorized, lawful body against the property of first party (and which may have been paid by first party) to defray any part of the cost or expense incurred by second party in connection with the construction, reconstruction, widening, rewidening and/or maintenance of said highway.

This indenture shall not be construed as conveying or otherwise vesting in second party the right or power to authorize the location or installation, or to issue permits or licenses or franchises for the location or installation, of any structures, fixtures or other facilities of any telegraph, telephone or electric power lines or of any ditches, pipes, drains, sewer or underground structures, under, along and over the lands hereinabove described.

This instrument is subject to all valid and existing contracts, leases, liens or encumbrances or claims of title 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.

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

(SEAL)

SOUTHERN PACIFIC COMPANY,

By J. H. Dyer
Vice-President

Attest Jay D. Bacon
Assistant Secretary.

(SEAL)

CENTRAL PACIFIC RAILWAY COMPANY,

By Roy G. Hillebrand
Vice President

Attest Jay D. Bacon
Assistant Secretary

(GREAT SEAL OF STATE) STATE OF NEVADA, acting by and through the Department of Highways,

Form Approved:

Contract Attorney

By E.P. Carville
Chairman, Board of Directors, Department of Highways,

Correct as to Corporate Owner:

Valuation Officer.

By Robert A. Allen
State Highway Engineer.

Approved as to form
by General Solicitor June 15, 1937.

NOTARIAL ACKNOWLEDGMENT

SOUTHERN PACIFIC COMPANY
CENTRAL PACIFIC RAILWAY COMPANY

STATE OF CALIFORNIA,

} SS.

CITY AND COUNTY OF SAN FRANCISCO.)

On this 19 day of February, 1940, 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 Vice President of SOUTHERN PACIFIC COMPANY, one of the corporations that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of Southern Pacific Company, and he acknowledged to me that such corporation executed the same; and personally appeared ROY G. HILLEBRAND, known to me to be the Vice President of CENTRAL PACIFIC RAILWAY COMPANY, one of the corporations that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of Central Pacific Railway Company, 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 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.

STATE OF NEVADA,)
) SS.
 COUNTY OF ORMSBY.)

On this 17th day of January, 1940, personally appeared before me, C.V. Melarkey, a Notary Public in and for the County of Ormsby, State of Nevada, E.P. Carville known to me to be the Chairman of the Board of Directors of the Department of Highways of the State of Nevada, and Robert A. Allen 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 said 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)
 My Commission Expires October 21, 1942.

C. V. Melarkey
 Notary Public in and for Ormsby County,
 State of Nevada.

Recorded at the request of Robert A. Allen March 19, A.D. 1940 At 45 minutes past 3 P.M.

Peter Merialdo---Recorder.