

Southern Pacific Co.

Corporation of
Delaware,
Grantor,

to

State of Nevada,

Grantee.

DEED (Right of Way) (U.S.I.R. Stamps affixed and cancelled
\$ 0.54)DEED

THIS DEED, made August 25, 1955, by SOUTHERN PACIFIC COMPANY, a Corporation of the State of Delaware, hereinafter called Grantor, unto STATE OF NEVADA, hereinafter called Grantee,

WITNESSETH: That Grantor for and in consideration of Three Hundred Three and 00/100 (303.00) Dollars, receipt whereof is acknowledged, does hereby grant and convey unto Grantee, its successors and assigns, subject to the conditions hereinafter expressed, an easement and right of way Two Hundred and 00/100 (200.00) feet in width for public highway or street, being One Hundred and 00/100 (100.00) feet wide on each side of the center line surveyed for State Route 20-S-602, over, upon and across the following described lands, situated in the County of Eureka, State of Nevada, said center line being more particularly described as follows, to wit:

Beginning at the intersection of said center line (at Highway Engineer's Station "A1" 1188+33.05 P.O.T.) with the south line of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), Township Twenty-eight (28) North, Range Fifty-two (52) East, Mount Diablo Base and Meridian, which point of beginning is further described as bearing North Twenty-four Degrees Two Minutes Ten Second West (N.24°02'10"W.), a distance of Two

Thousand Eight Hundred Seventy-one and 57/100 (2871.59) feet from the southeast corner of said Section Nine (9); thence North Four Degrees Forty Minutes Twenty-one Seconds East (N.04°40'21"E.) along said center line a distance of Fifty-six and 98/100 (56.98) feet to a point; thence from a tangent which bears the last described course, curving to the left along said center line with a radius of Ten Thousand and 00/100 (10,000.00) feet, through an angle of Six Degrees Thirty-two Minutes Five Seconds (06°32'05"), an arc distance of One Thousand One Hundred Forty and 52/100 (1140.52) feet to a point; thence North One Degree Fifty-one Minutes Forty-four Seconds West (N.01°51'44"W.) along said center line a distance of One Thousand Four Hundred Twenty-seven and 15/100 (1427.15) feet, more or less, to the point of ending at the intersection of said center line (at Highway Engineer's Station "A1"1214+57.70 P.O.T.) with the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Nine (9), which point is further described as bearing South Eighty-nine Degrees Forty-four Minutes Thirty Seconds West (S.89°44'30"W.) a distance of One Thousand Ninety-seven and 88/100 (1097.88) feet from the northeast corner of said Section Nine (9), and being over the East Half of Northeast Quarter (E $\frac{1}{2}$ of NE $\frac{1}{4}$) of said Section Nine (9); Also

Beginning at the intersection of said center line (at Highway Engineer's Station "A1"1372+18.65 P.O.T.) with the south line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Twenty-nine (29) North, Range Fifty-two (52) East, Mount Diablo Base and Meridian, which point of beginning is further described as bearing South Eighty-nine Degrees Fourteen Minutes Fifty-four Seconds West (S.89°14'54"W.) a distance of Two Thousand One Hundred Thirty-five and 26/100 (2135.26) feet from the southeast corner of said Section Twenty-one (21); thence North Four Degrees Twenty-four Minutes Four Seconds West (N.04°24'04"W.) along said center line a distance of Five Thousand Three Hundred Five and 79/100 (5305.79) feet, more or less, to the point of ending at the intersection of said center line (at Highway Engineer's Station "A1"1425+24.44 P.O.T.) with the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Twenty-one (21), which point is further described as bearing West a distance of Two Thousand Five Hundred Fifteen and 95/100 (2515.95) feet from the northeast corner of said Section Twenty-one (21), and being over the West Half of East Half (W $\frac{1}{2}$ of E $\frac{1}{2}$) of said Section Twenty-one (21); Also

Beginning at the intersection of said center line (at Highway Engineer's Station "A1"1266+89.82 P.O.T.) with the south line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33), Township Twenty-nine (29) North, Range Fifty-two (52) East, Mount Diablo Base and Meridian, which point of beginning is further described as bearing North eighty-eight Degrees Nine Minutes Nineteen Seconds West (N.88°09'19"W.) a distance of One Thousand Three Hundred Forty-two and 14/100 (1342.14) feet from the southeast corner of said Section Thirty-three (33); thence North Four Degrees Twenty-four Minutes Four Seconds West (N.04°24'04"W.) along said center line a distance of Five Thousand Two Hundred Seventy-four and 65/100 (5274.65) feet, more or less, to the point of ending at the intersection of said center line (at Highway Engineer's Station "A1"1319+64.47 P.O.T.) with the north line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section Thirty-three (33), which point is further described as bearing North Eighty-nine Degrees Fifteen Minutes Two Seconds West (N.89°15'02"W.), a distance of One Thousand Seven Hundred Forty-four and 53/100 (1744.53) feet from the northeast corner of said Section Thirty-three (33), and being over the West Half of East Half (W $\frac{1}{2}$ of E $\frac{1}{2}$) and Southeast Quarter of Southeast Quarter (SE $\frac{1}{4}$ of SE $\frac{1}{4}$) of said Section Thirty-three (33).

SUBJECT to the condition that in the event the said easement and right of way shall be used by the Grantee for any other purpose than for that herein expressly granted, or in the event of non-use by the Grantee of said right of way and easement for a continuous period of Two (2) years, then in either of such events the easement and right of way hereby granted, or such part or parts thereof as shall be used for such other purposes or the use of which shall have been discontinued, shall thereupon immediately cease and determine and the right of use and possession thereof and the title thereto shall immediately revert to and revest in Grantor, its successors and assigns; provided, however, that fencing of said easement and right of way by the Grantee so as to enclose less than the entire width herein described shall not constitute or be deemed to be a non-use or abandonment of the unfenced portion of said easement and right of way, if the exterior boundaries thereof for the full width shall be marked by standard State Highway Department monuments.

This conveyance is subject to all contracts, leases, liens, easements and encumbrances or claims of title which may affect the lands herein described and nothing herein contained shall be construed as a covenant against the existence of any thereof.

All of the terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Grantor has caused its name to be hereunto subscribed by its officer, thereunto duly authorized, and its Corporate seal to be hereunto affixed and attested by its Secretary or Assestant Secretary, on the day and year first hereinabove written.

SOUTHERN PACIFIC COMPANY,

(Corporate Seal)

By W. G. Peoples
Vice President

Attest T. F. Ryan
Assistant Secretary

STATE OF CALIFORNIA,

} ss.

City and County of San Francisco }

On this 1 day of September in the year One Thousand Nine Hundred and Fifty Five before me, MILO J. PUZINA, (65 Market St.) a Notary Public in and for the City and County of San Francisco, State of California, personally appeared W. G. Peoples and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporation therein named and they 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)

Corporation

Milo F. Puizina

Notary Public in and for the City and
County of San Francisco, State of California.
My Commission Expires July 28, 1959.

Recorded at the Request of Willis A. Reil for State Highway Dept. State of Nevada, Sept. 7
A.D., 1955 At 02 minutes past 4 P.M.

E. B. Crane--Recorder.
By Angela Evans--Deputy.