

File No. 33017

Central Pacific Railway Company,
and
Southern Pacific Company,
Lessee,

to

State of Nevada,

DEED

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THIS INDENTURE, made this 8th day of May, 1957, by and between CENTRAL PACIFIC RAILWAY COMPANY, a corporation of the State of Utah, and its lessee, SOUTHERN PACIFIC COMPANY, a corporation of the State of Delaware, herein called "Railroad," and STATE OF NEVADA, acting by and through the Department of of collectively Highways, herein called "Grantee."

WITNESSETH:

1. That Railroad hereby grants to Grantee the right to construct, reconstruct, maintain and use a street or highway, hereinafter termed "highway," upon and across the following described real property:

A piece or parcel of land situated in the northwest quarter of Section 5, Township 31 North, Range 49 East, MDB&M, County of Eureka, State of Nevada, and more particularly described as follows:

Beginning at a point on the southwesterly line of land (300) feet wide) of the Central Pacific Railway Company, distant 200 feet southwesterly, measured at right angles, from the center line of main track of said Railway Company at Engineer Station 14044+70.35, and also distant North 58°13'39" East 7694.91 feet from the southwest corner of Section 6, said Township and Range; thence North 40°48'06" West along said southwesterly line, 305.96 feet; thence North 8°47'24" East 14.71 feet to a point; thence northerly along a curve to the right, having a radius of 3075 feet, through a central angle of 6°44'43" (tangent to said curve at the last mentioned point is the last described course) an arc distance of 362.01 feet to a point on the northeasterly line of said Railway Company's land; thence South 40°48'06" East along said northeasterly line, 151.64 feet to a point; thence southerly, along a curve to the left, having a radius of 2950 feet, through a central angle of 2°43'58" (tangent to said curve at the last mentioned point bears South 13°54'09" West) an arc distance of 140.71 feet to a point; thence southerly and southeasterly along a curve to the left, having a radius of 518.48 feet, through a central angle of 39°39'01" (tangent to said curve at the last mentioned point bears South 11°10'11" West) an arc distance of 358.80 feet to the point of beginning, containing an area of 1.23 acres, more or less.

The above-described parcel of land is shown tinted yellow on the print of Railroad's Salt Lake Division Drawing A-6542, sheet No. 1, revised February 20, 1957, attached and made a part hereof.

Railroad, at its expense, shall prepare its tracks to receive paving and shall install guard rails in the locations shown in red on said print.

Grantee, at its expense, shall furnish and install all paving.

Grantee agrees to reimburse Railroad for the cost and expense incurred by Railroad in connection with the raising and resurfacing of its tracks shown in blue on said print and the relocation of the existing flashing light grade crossing signals also shown in blue on said print. The estimated cost of the work to be performed by Railroad at the expense of Grantee is summarized as follows:

Track Work	\$ 714
Signal Work	500
Flagging	190
Freight	25
Material Handling	14
Vacation Allowance	44
Holiday Pay	22
Health & Welfare	17
RR Retirement & Unemp. Tax	92
PL. PD & WC Insurance	46
Accounting & Billing	70
Contingencies	<u>171</u>

Total . . . , . . . \$1905

All expense incurred by Railroad for which Grantee is obligated to reimburse Railroad hereunder, including all work incidental to such work but not specifically mentioned herein shall be subject to the provisions of U. S. Department of Commerce, Bureau of Public Roads Policy and Procedure Memorandum No. 30-3, dated August 15, 1955 and any supplements thereto.

The parties hereto agree that no benefit will accrue to the Railroad pursuant to the provisions of the Federal Aid Highway Act of 1944 and General Administrative Memorandum No. 325 of said Bureau of Public Roads due to said construction, inasmuch as the project involves reconstruction of an existing grade crossing.

Grantee hereby quitclaims to Central Pacific Railway Company, a corporation of the State of Utah, all its right, title and interest in and to that portion of the following described parcel of land lying outside the parcel of land first herein described:

All that certain piece or parcel of land situated, 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 Station 14040+27.57, as said point of beginning bears South 48°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°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°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.

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2. This grant is made subject and subordinate to the prior and continuing right and obligation of Railroad, its successors and assigns, to use all the property described herein in the performance of its duty as a common carrier and for that purpose there is reserved unto Railroad, its successors and assigns, the right (consistent with the rights herein granted) to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipe line facilities and appurtenances in, upon, over, under, across or along said property.

3. This grant is made subject to all licenses, leases, easements, restrictions, conditions, covenants, encumbrances, liens and claims of title which may affect said property and the word GRANT as used herein shall not be construed as a covenant against the existence of any thereof.

4. The rights herein granted to Grantee shall lapse and become void if the construction or reconstruction of said highway upon said property is not commenced within one (1) year from the date first herein written.

5. This grant shall not be construed as conveying or otherwise vesting in Grantee the right to install or the power to authorize the installation of any ditches, pipes, drains, sewer or underground structures, or the facilities of any telegraph, telephone or electric power lines in, upon, over, under, across or along said property.

6. Grantee shall obtain any necessary authority and permission required to construct, reconstruct, maintain and use said highway upon said property from the governmental body or bodies having jurisdiction thereover.

7. Except as herein otherwise provided, Grantee shall bear the entire costs and expense of constructing, reconstructing and maintaining said highway upon said property. The crossing of said highway over any tracks of Railroad shall be constructed and maintained at the grade of said tracks now or hereafter existing. After the construction or reconstruction of said highway has been completed, Railroad shall maintain the portion of said highway between lines two (2) feet outside the rails of each track located thereon.

8. Grantee agrees to reimburse Railroad for any and all assessments which may be levied by order of any authorized lawful body against the property of Railroad (and which may have been paid by Railroad) to defray any part of the cost or expense incurred in connection with the construction or reconstruction of said highway upon said property commenced within one (1) year from the date first herein written.

9. Should Grantee, its successors or assigns, at any time abandon the use of said property or any part thereof, or fail at any time to use the same for said purpose for a continuous period of one (1) year, the rights granted shall cease to the extent of the use so abandoned or discontinued, and Railroad, its successors or assigns, 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 property, or the part thereof of the use of which is so discontinued or abandoned. Upon termination of the rights hereby granted, Grantee agrees to remove said highway, including the paving, from said property of Railroad, to restore said property as nearly as practicable to the same state and condition in which it existed prior to the construction of said highway, and to bear the expense thereof. Should Grantee in such event fail, neglect or refuse to so remove said highway and restore said property, such removal and restoration may be performed by Railroad at the expense of Grantee, which expense Grantee agrees to pay to Railroad upon demand.

10. This indenture shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written. (In triplicate)

CENTRAL PACIFIC RAILWAY COMPANY,

By T. F. Ryan
Vice President

(Seal)

Attest Chas E Eagan, Jr.
Asst. Secretary

SOUTHERN PACIFIC COMPANY

By J. W. Corbett
Vice President

(Seal)

Attest T. F. Ryan
Asst. Secretary

STATE OF NEVADA,

By Charles H. Russell
Chairman, Board of Directors,
Department of Highways

By H. D. Mills
State Highway Engineer

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

On this 13th day of May, in the year One Thousand Nine Hundred and Fifty Seven before me, MILO J. PUZINA, a Notary Public in and for the City and County of San Francisco, State of California, personally appeared J. W. Corbett and T. F. Ryan, known to me to be the Vice President and Assistant Secretary, respectively, of Southern Pacific Company, and T. F. Ryan and Chas. E. Eagan, Jr., known to me to be the Vice President and Assistant Secretary, respectively, of Central Pacific Railway Company, the Corporations described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the corporations therein named and they 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 City and County of San Francisco, the day and year in this certificate first above written.

(Notarial Seal) Milo J. Puzina
My Commission Expires July 28, 1959. Notary Public in and for the City and County of San Francisco, State of California.

STATE OF NEVADA)
COUNTY OF ORMSBY) SS

On this 19th day of April A.D. one thousand nine hundred and fifty-seven personally appeared before me, Frank W. Wilson, Jr. a Notary Public in and for the said County of Washoe, CHARLES H. RUSSELL, Chairman, Board of Directors, Department of Highways of the State of Nevada, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same 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, the day and year in this certificate first above written.

(Notarial Seal)

Frank W. Wilson, Jr.
Notary Public in and for the County of Washoe,
State of Nevada.

Nevada Highway Department.

