

THIS AGREEMENT AND SUPPLEMENTAL RELEASE, made this 9th day of June, 1911, by and between UTAH CONSTRUCTION COMPANY, a corporation of the State of Utah, party of the first part, hereinafter called the "Contractor," and WESTERN PACIFIC RAILWAY COMPANY, a railroad corporation of the State of California, party of the second part, hereinafter called the "Railway Company,"

W I T N E S S E T H :

WHEREAS, the parties hereto did heretofore by contract in writing, known and designated as Contract "B," dated October 31st, 1905, provide for the doing of certain work, together with extra work, by the Contractor in construction of the railroad of the Railway Company between a point at or near Bloomer Bar on the left bank of the North Fork of Feather River, in Section Fourteen, Township twenty-one (21) North, Range Four (4) East, Mount Diablo Base and Meridian, at Survey Station numbered 845 of Gibson's line, and a point at the first crossing of the North Fork of Feather River, in Section six (6), Township twenty-two (22) North, Range Five (5) East, Mount Diablo Base and Meridian, at Survey Station numbered 750 of Lorraine's line, a distance of eighteen (18) miles, more or less, in the State of California; and,

WHEREAS, the Contractor did said work, either itself or through subcontractors, and the Railway Company and the Contractor agreed upon a settlement fixing the amount to which the Contractor was entitled under said contract and by reason of said work, and, in accordance with said settlement, the Railway Company paid the Contractor the amount fixed by said settlement; and the Contractor gave the Railway Company a release in writing of all and any claims either under said contract or by reason of said work; and,

WHEREAS, one Patrick Gibbons has now presented a claim against the Contractor and the Railway Company in the amount of four thousand eighty-seven and 87/100 (\$4,087.87) dollars for certain extra work claimed to have been done by him as a subcontractor of the Contractor under said contract, alleging that said work for which claim is so made was inadvertently omitted

from consideration and computation, both in determining the amount payable by the Railway Company under its contract with the Contractor and in determining the amount to which the subcontractor was entitled under said subcontract; and,

WHEREAS, the Railway Company is willing to pay said claim of the subcontractor upon the condition that no claim by reason of said work so alleged to have been inadvertently omitted from computation and consideration be made by the Contractor against the Railway Company, and that the recognition of such claim and its payment shall in no wise disturb the aforesaid settlement between the Contractor and the Railway Company, or in any way vitiate or affect the validity or binding force of the said release given the Railway Company by the Contractor;

NOW, THEREFORE, the Contractor agrees that in case of the recognition and payment of said claim of said Gibbons by the Railway Company, the Contractor hereby waives and releases any claim whatsoever against the Railway Company for or on account of the work so alleged to have been omitted from consideration and computation, and agrees that the recognition and payment of said claim of said Gibbons by the Railway Company shall not in any manner void the said settlement heretofore had between the Railway Company and the Contractor or vitiate or affect the validity or binding force of said release so given by the Contractor to the Railway Company.

IN WITNESS WHEREOF, the Contractor has, by its officers thereunto duly authorized, subscribed hereto its corporate name and affixed hereto its corporate seal on the day and year first above written.

SEAL

UTAH CONSTRUCTION COMPANY

By (David Eccles) President

Attest: (Henry H. Rolapp) Secretary