

THAT WHEREAS, UTAH CONSTRUCTION COMPANY, a corporation of the State of Utah, hereinafter called the "Contractor," and WESTERN PACIFIC RAILWAY COMPANY, a railroad corporation of the State of California, hereinafter called the "Railway Company," did heretofore by written agreement entitled "Permanent Contract D" and dated October 31, 1905, contract for the doing by the Contractor of certain work in the construction of the railroad of the Railway Company upon that portion of the line of said railroad between a point at the second crossing of the North Fork of Feather River, in Section 16, Township 24 North, Range 6 East, Mount Diablo Base and Meridian, at Survey Station numbered '908' of Harlowe's line, and a point at the crossing of Spanish Creek, in Section 22, Township 25 North, Range 9 East, Mount Diablo Base and Meridian, at Survey Station numbered '133' of Green's line, a distance of 22 miles, more or less, all in the State of California, and

WHEREAS said agreement was subsequently modified as to the time of the performance of work thereunder by certain agreements in writing between the Contractor and the Railway Company dated respectively November 30, 1906, April 15, 1907, February 6, 1908, and July 23, 1908, and

WHEREAS all of the work so contracted to be done by the Contractor has been completed and has been accepted by the Chief Engineer of the Railway Company and he has returned to the Railway Company his final certificate and estimate that the whole work provided for in said agreement has been acceptably completed by the Contractor, and that the value of the work done estimated on the basis of the prices named in said agreement and in the case of work done under Sections 6 and 7 of said agreement estimated as provided in said Sections respectively, is \$3,513,327.54, and

WHEREAS there was heretofore paid to the Contractor on account of said work the sum of \$3,369,019.02, and there remained unpaid thereon the sum of \$144,308.52, and

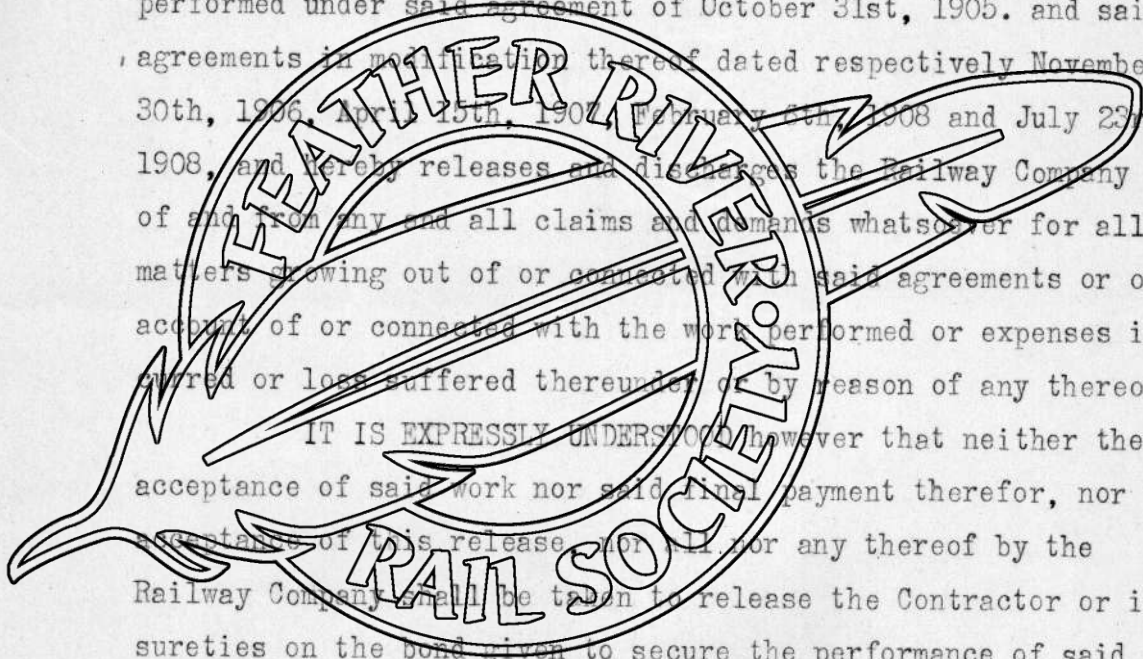
WHEREAS the Railway Company has simultaneously with the execution of this release paid to the Contractor the said sum of \$144,308.52 as the final balance payable for the doing and per-

forming of all of the work of every nature whatsoever under said agreement, and

WHEREAS it is distinctly understood and declared by the Contractor that it is satisfied of its own knowledge and information, without relying upon any representation, promise or assurance of any representative of the Railway Company that said amount of \$144,308.52 paid to it as aforesaid simultaneously herewith is the true and correct amount of the final balance payable to it by reason of all of the work of any nature performed by it under said agreement,

NOW THEREFORE, in consideration of said last mentioned payment and by reason thereof the Contractor hereby acknowledges payment in full for all of the work of every nature performed under said agreement of October 31st, 1905. and said agreements in modification thereof dated respectively November 30th, 1906, April 15th, 1907, February 6th, 1908 and July 23rd, 1908, and hereby releases and discharges the Railway Company of and from any and all claims and demands whatsoever for all matters growing out of or connected with said agreements or on account of or connected with the work performed or expenses incurred or loss suffered thereunder or by reason of any thereof.

IT IS EXPRESSLY UNDERSTOOD however that neither the acceptance of said work nor said final payment therefor, nor the acceptance of this release nor all nor any thereof by the Railway Company shall be taken to release the Contractor or its sureties on the bond given to secure the performance of said agreement from its or their obligation, and the Contractor acknowledges and declares its obligation, to indemnify and save harmless the Railway Company from and against any and all claims, demands or liens for materials furnished for or used in or for labor performed or furnished on or in the doing of said work and against any and all liability or injury to any person or persons and any and all damage to property as provided in said agreement, or to release the Contractor or its sureties from their obligation to make good any defective or insufficient work which it is its or their duty to make good under said agreement.



IN WITNESS WHEREOF said Utah Construction Company has, by its \_\_\_\_\_ President and Secretary thereunto duly authorized hereunto signed its corporate name and affixed its corporate seal, this 8th day of March, 1910.

SEAL

(Signed)

UTAH CONSTRUCTION COMPANY

By DAVID ECCLES

President

By HENRY H. ROLAPP

Secretary

Approved as to Form

Warren Olney, Jr.,

General Attorney

W.P.Ry. Co.

