

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 dated April 2nd, 1907, 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 Survey Station 4236, near Hot Springs, on Black Rock Desert, and a point at Survey Station 9, near Winnemucca, in the State of Nevada, a distance of 75 miles, more or less, 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 \$550,007.72, and

WHEREAS there was heretofore paid to the Contractor on account of said work the sum of \$522,011.52, and there remained unpaid thereon the sum of \$27,996.20, and

WHEREAS the Railway Company has simultaneously with the execution of this release paid to the Contractor the said sum of \$27,996.20 as the final balance payable for the doing and performing 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 \$27,996.20 paid to it as aforesaid simultaneously herewith is the true and correct amount of the final balance payable to it by reason of all

or 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 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 agreement 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 Vice-President and Secretary thereunto duly authorized, hereunto signed its corporate name and affixed its corporate seal, this 21st day of February, 1910.

UTAH CONSTRUCTION COMPANY,

SEAL

(Signed)

By W. H. Wattis Vice-President

By Henry H. Rolapp Secretary