

KNOW ALL MEN BY THESE PRESENTS,

THAT WHEREAS, the 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, under certain written agreements, dated, respectively, February 28th, 1910 (as modified by agreements dated, respectively, June 9, 1911 and August 30th, 1912) and August 30th, 1912 (to all of which contracts reference is hereby made) contract for the doing by the Contractor of certain work in the construction of the railroad of the Railway Company between Engineer's Station 422 plus 50, Section 775 plus 4400 and Engineer's Station 910, Section 784 - all in the State of Nevada; and,

WHEREAS, in the contract, dated February 28th, 1910, it was provided, among other things -

"The Railway Company shall have the right to require the Contractor to resume the said work on Arnold's Loop, at any time within twenty-one (21) months from January 1st, 1910, upon notice in writing by the Railway Company to the Contractor of not less than ninety (90) days prior to the date at which the Railway Company directs that such work shall be so resumed, and thereupon the Contractor will resume said work upon Arnold's Loop and will complete the same within nine (9) months from said date. The work so to be done on said Loop shall be that specified in said contract of October 11th, 1906, and shall be done and paid for in all respects in accordance with and subject to the terms, conditions, prices and specifications of said agreement, save and except in so far as the same are modified by this agreement.

In case the Railway Company so requires the Contractor to resume the doing of said work on Arnold's Loop, the Contractor shall repay to the Railway Company the said sum of \$10,935.00 estimated and fixed as heretofore recited as a portion of the expense of the preparatory work upon said Loop. In case the Contractor shall resume and complete said work on Arnold's Loop in accordance with the provisions hereof, said sum of \$10,935.00 shall be repaid to the Railway Company by deducting the same from the final estimate of the amount to become due to the Contractor for said work; but if the Contractor shall fail to resume said work as required by this agreement, or in case it shall resume said work, but shall at any time fail to proceed with or complete the same in accordance with the provisions hereof or of said contract

said sum of \$10,935 shall thereupon immediately be repaid to the Railway Company by the Contractor".

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 certificates and estimates that the whole work provided for in said agreement of February 28th, 1910, so modified, as aforesaid, and the work specified in the contract dated August 30th, 1912 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 agreements, is in the aggregate sum of \$412,567.45; and,

WHEREAS, there has been heretofore paid to the Contractor on account of said work contemplated in said contracts the sum of \$361,469.21, and the sum of \$10,235.00, in accordance with the said agreement of February 28th, 1910, has been credited by the Contractor to the Railway Company on account of the payment for said work done and there remains unpaid to the Contractor on account of all of said work the aggregate sum of \$40,163.24 and no more; and

WHEREAS the Railway Company has simultaneously with the execution of this release paid to the Contractor the said sum of \$40,163.24 as the final balance payable for the doing and performing of all of the work of every nature whatsoever under said agreements; 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 \$40,163.24 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 agreements;

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 agreements above mentioned 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 expense 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, 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 for injury to any person or persons and any and all damage to property as provided in said agreement, or to release the Contractor 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 6th day of February, 1915.

Approved as to Form  
(Sgd) A. R. Baldwin Genl. Atty,

UTAH CONSTRUCTION COMPANY,

(Sgd.) By W. H. Wattis  
President.

J. F. E.  
T. J. W.

(S E A L)

(Sgd) By Henry H. Roloff  
Secretary.