

Official RecordRecording requested By
CITY OF CALIENTELincoln County - NV
Leslie Boucher - RecorderFee: Page 1 of 5
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2528-98

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, successor in interest by merger to Union Pacific Railroad Company, a Utah corporation and which through merger with the Los Angeles & Salt Lake Railroad Company became successor in interest to the Property described herein, ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto CITY OF CALIENTE, NEVADA, a municipal corporation of the State of Nevada, ("Grantee"), whose address is 100 Depot Ave., P.O. Box 1006, Caliente, Nevada 89008 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Lincoln County, State of Nevada, as more particularly described in **Exhibit A**, hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions, which Grantee by the acceptance of this Deed covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

1. Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the trackside boundary of the Property. The fencing or barrier must be of a design and type satisfactory to Grantor, and in compliance with applicable building codes. Grantee shall submit the plans for the fencing or barrier construction to:



Vice President-Engineering Management
Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 0910
Omaha, Nebraska 68179

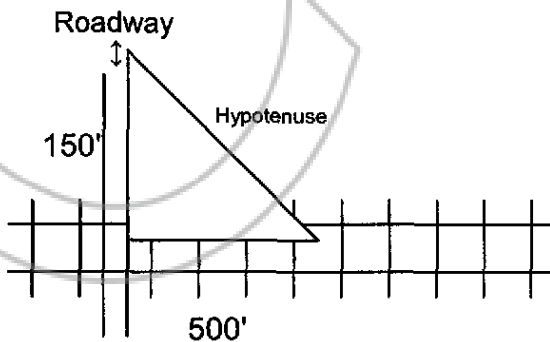
with copy of transmittal to:

Assistant Vice President - Real Estate
Union Pacific Railroad Company
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179

for review and approval. Grantor shall complete such review and make appropriate response to Grantee within twenty (20) days after receipt of such plans by Grantor. Grantor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

2. Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

3. Sight Line Covenant. Grantee covenants and agrees to take all necessary action to protect the line of sight for railroad operations over Grantor's railroad right-of-way that traverses or is in proximity to the Property. Without limitation of the foregoing, (i) no building or other improvement of any kind may be constructed within the Restricted Area (as defined below), and (ii) Grantee shall ensure that all vegetation growth within the Restricted Area is less than eight inches (8") in height. The Restricted Area is any portion of the Property that is within a triangular section of land, the hypotenuse of which is the line running from the point that is five hundred feet (500') of either side of any roadway crossing of a rail line or any rail line crossing of a roadway, and the point that is one hundred fifty feet (150') along said roadway from the centerline of the railroad track(s), as graphically depicted below.





The foregoing covenants, conditions and restrictions will run with the Property. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 12th day of May, 2009.

Attest:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By 
Title: Assistant Vice President - Real Estate

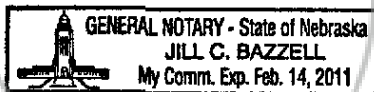
(Seal)

ACKNOWLEDGMENT

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 12th day of May, 2009, before me, Jill C. Bazzell, Notary Public in and for said County and State, personally appeared Tony K. Love and Mike Heenan who are the Assistant Vice President - Real Estate and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)


Notary Public



Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 3rd day of June, 2009.

CITY OF CALIENTE, NEVADA

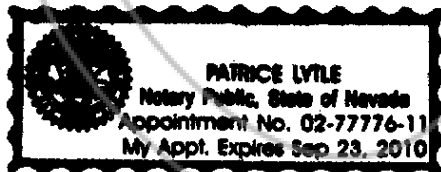
By: Tom Calkin
Its: Mayor Pro-Tem

STATE OF NEVADA)
) ss.
COUNTY OF Lincoln)

On this 3rd day of June, 2009, before me, Patrice Lytle, Notary Public in and for said County and State, personally appeared Tom Calkin who is the Mayor Pro-Tem of City of Caliente a Municipality corporation, and who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Patrice Lytle
Notary Public



(Seal)



CERTIFICATION OF NON-FOREIGN STATUS

Under Section 1445(e) of the Internal Revenue Code, a corporation, partnership, trust, or estate must withhold tax with respect to certain transfers of property if a holder of an interest in the entity is a foreign person. To inform the transferee, CITY OF CALIENTE, NEVADA, that no withholding is required with respect to the transfer of a U.S. real property interest by UNION PACIFIC RAILROAD COMPANY, the undersigned hereby certifies the following on behalf of UNION PACIFIC RAILROAD COMPANY:

1. UNION PACIFIC RAILROAD COMPANY is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. UNION PACIFIC RAILROAD COMPANY is not a disregarded entity as defined in Section 1.445.2(b)(2)(iii) of the Internal Revenue Code;
3. UNION PACIFIC RAILROAD COMPANY'S U.S. employer identification number is 94-6001323; and
4. UNION PACIFIC RAILROAD COMPANY'S office address is 1400 Douglas Street, Omaha, Nebraska 68179, and place of incorporation is Delaware.

UNION PACIFIC RAILROAD COMPANY agrees to inform the transferee if it becomes a foreign person at any time during the three year period immediately following the date of this notice.

UNION PACIFIC RAILROAD COMPANY understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of UNION PACIFIC RAILROAD COMPANY.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: *Tony K. Love*
 Title: Assistant Vice President - Real Estate
 Date: May 12th, 2009

State of Nevada Declaration of Value

DOC # DV-133842
06/09/2009 12:02 PM
Official Record

1. Assessor Parcel Number(s)
a) Centrally Assessed
b) _____
c) _____
d) _____

Recording requested By
CITY OF CALIENTE

Lincoln County - NV
Leslie Boucher - Recorder

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FOR R. _____
Document / Instrument # _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property
a) Vacant Land b) Single Family Res.
c) Condo/Townhouse d) 2-4 Plex
e) Apartment Building f) Commercial /Ind'l
g) Agriculture h) Mobile Home
i) other Railroad Right of Way

3. Total Value / Sales Price of Property \$ _____
Deed In Lieu Only (value of forgiven debt) \$ _____
Taxable Value \$ _____
Real Property Transfer Tax Due: \$ _____

4. If Exemption Claimed:
a. Transfer Tax Exemption, per NRS 375.090, section: #2
b. Explain Reason for Exemption: transferred to City of Caliente, a political
SUBDIVISION

5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/4% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Patrice Lytle Capacity agent for U.P.R.R.
Signature Patrice Lytle Capacity agent for City of Caliente
SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION

Print Name U.P.R.R.
Address 1400 Douglas St, Mail Stop 1690
City Omaha
State Nebraska Zip 68179

Print Name City of Caliente
Address P.O. Box 1006
City Caliente
State Nevada Zip 89008

COMPANY/PERSON REQUESTING RECORDING (REQUIRED IF NOT BUYER OR SELLER)

Co. Name _____ Esc. # _____
Address _____
City _____ State: _____ Zip _____

(As a public record, this form may be recorded / microfilmed)