

Official Record

Recording requested By  
CITY OF CALIENTE

Lincoln County - NV

Leslie Boucher - Recorder

Fee: Page 1 of 11  
RPTT: Recorded By: AE  
Book- 248 Page- 0679



0133846

APN Centrally Assessed

APN \_\_\_\_\_

APN \_\_\_\_\_

Quit Claim Deed is being re-recorded to attach Exhibit A  
Title of Document

Affirmation Statement

I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does not contain** the social security number of any person or persons. (Per NRS 239B.030)

\_\_\_\_\_ I, the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording **does contain** the social security number of a person or persons as required by law: \_\_\_\_\_  
(State specific law)

Patrice Lytle Signature Title City Clerk

Patrice Lytle Print

6-10-09 Date

Grantees address and mail tax statement:

City of Caliente  
P.O. Box 1004  
Caliente, NV 89008

**Official Record**

Recording requested By  
CITY OF CALIENTE

Lincoln County - NV  
Leslie Boucher - Recorder

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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

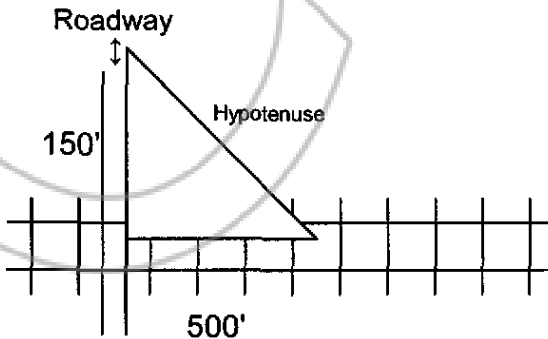
with copy of transmittal to:

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.







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

Dated this 3<sup>rd</sup> day of June, 2009.

CITY OF CALIENTE, NEVADA

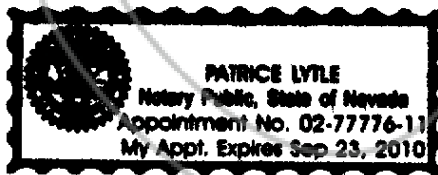
By: Tom Acker  
Its: Mayor Pro-Tem

STATE OF NEVADA )  
COUNTY OF Lincoln ) ss.

On this 3<sup>rd</sup> day of June, 2009, before me, Patrice Lytle, Notary Public in and for said County and State, personally appeared Tom Acker 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.

(Seal)



Patrice Lytle  
Notary Public



**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 12<sup>th</sup>, 2009



**EXHIBIT A**

**LEGAL DESCRIPTION OF PROPERTY  
TO BE ATTACHED**

COPY



# UNION PACIFIC RAILROAD COMPANY Caliente, Lincoln County, Nevada EXHIBIT "A"

A STRIP OF LAND IN THE CITY OF CALIENTE, LINCOLN COUNTY, NEVADA,  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N00°20'39"W 1033.01 FEET ALONG THE BASIS OF BEARING AND WEST 1280.65 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.M. RUNNING THENCE N76°47'50"W 6.00 FEET; THENCE N13°12'10"E 30.86 FEET; THENCE ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE RIGHT 20.01 FEET (CURVE HAS A CENTRAL ANGLE OF 46°48'15" AND A CHORD BEARING N36°36'18"E 19.46 FEET); THENCE N60°05'06"E 174.81 FEET; THENCE N59°10'41"E 129.02 FEET; THENCE N63°16'37"E 50.12 FEET; THENCE N59°15'49"E 100.00 FEET; THENCE N55°17'36"E 50.12 FEET; THENCE N 57°54'23"E. 234.05 FEET; THENCE N59°03'55"E 265.58 FEET; THENCE N59°09'33"E 471.43 FEET; THENCE N59°01'25"E 514.39 FEET; THENCE N59°02'57"E 522.28 FEET; THENCE N59°20'31"E 522.38 FEET; THENCE N59°17'13"E 129.21 FEET; THENCE ALONG THE ARC OF A 695.00 FOOT RADIUS CURVE TO THE RIGHT 117.35 (CURVE HAS A CENTRAL ANGLE OF 09°40'28" AND A CHORD BEARING N64°14'21"E 117.21 FEET); THENCE N 70°28'19" E 292.34 FEET; THENCE ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT 81.47 FEET (CURVE HAS A CENTRAL ANGLE OF 23°20'25" AND A CHORD BEARING N58°49'48"E 80.91 FEET); THENCE N47°09'35"E 28.04 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT 44.83 FEET (CURVE HAS A CENTRAL ANGLE OF 102°44'46" AND A CHORD BEARING S 81°28'01"E 39.06 FEET); THENCE S30°05'38"E 23.45 FEET; THENCE S30°44'08"E 9.27 FEET; THENCE S59°15'52"W 24.74 FEEL THENCE ALONG THE ARC OF A 33.00 FOOT RADIUS CURVE TO THE RIGHT 44.86 FEET (CURVE HAS A CENTRAL ANGLE OF 77°53'44" AND A CHORD BEARING N81°47'16"W 41.49 FEET); THENCE ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT 86.73 FEET (CURVE HAS A CENTRAL ANGLE OF 22°05'28" AND A CHORD BEARING S59°27'47"W 86.19 FEET); THENCE S70°27'28"W 291.71 FEET; THENCE ALONG THE ARC OF A 670.00 FOOT RADIUS CURVE TO THE LEFT 113.13 FEET (CURVE HAS A CENTRAL ANGLE OF 09°40'28" AND A CHORD BEARING S64°14'21"W 113.00 FEET); THENCE S59°20'13"W 127.14 FEET; THENCE S59°20'41"W 524.33 FEET; THENCE S59°02'53"W 522.15 FEET; THENCE S59°01'12"W 514.38 FEET; THENCE S59°09'45"W 471.49 FEET; THENCE S 59°03'09"W 265.53 FEET; THENCE S57°57'11"W 238.46 FEET; THENCE S59°15'56"W 195.64 FEET; THENCE S59°10'46"W 129.41 FEET; THENCE S60°05'06"W 174.81 FEET. THENCE S60°00'25"W 25.81 FEET; THENCE: S13°12'10"W 12.80 FEET TO THE POINT OF BEGINNING.

Contains 2.17 acres more or less.

AND ALSO, A STRIP OF LAND IN THE CITY OF CALIENTE, LINCOLN COUNTY, NEVADA  
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS N00°20'39"W 2273.46 FEET ALONG THE BASIS OF BEARING AND EAST 1180.65 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 67 EAST, M.D.M.; RUNNING THENCE N59°06'47"E 18.91 FEET; THENCE S76°02'26"E 82.21 FEET; THENCE ALONG THE ARC OF A 17.00 FOOT RADIUS CURVE TO THE LEFT 13.36 FEET (CURVE HAS A CENTRAL ANGLE OF



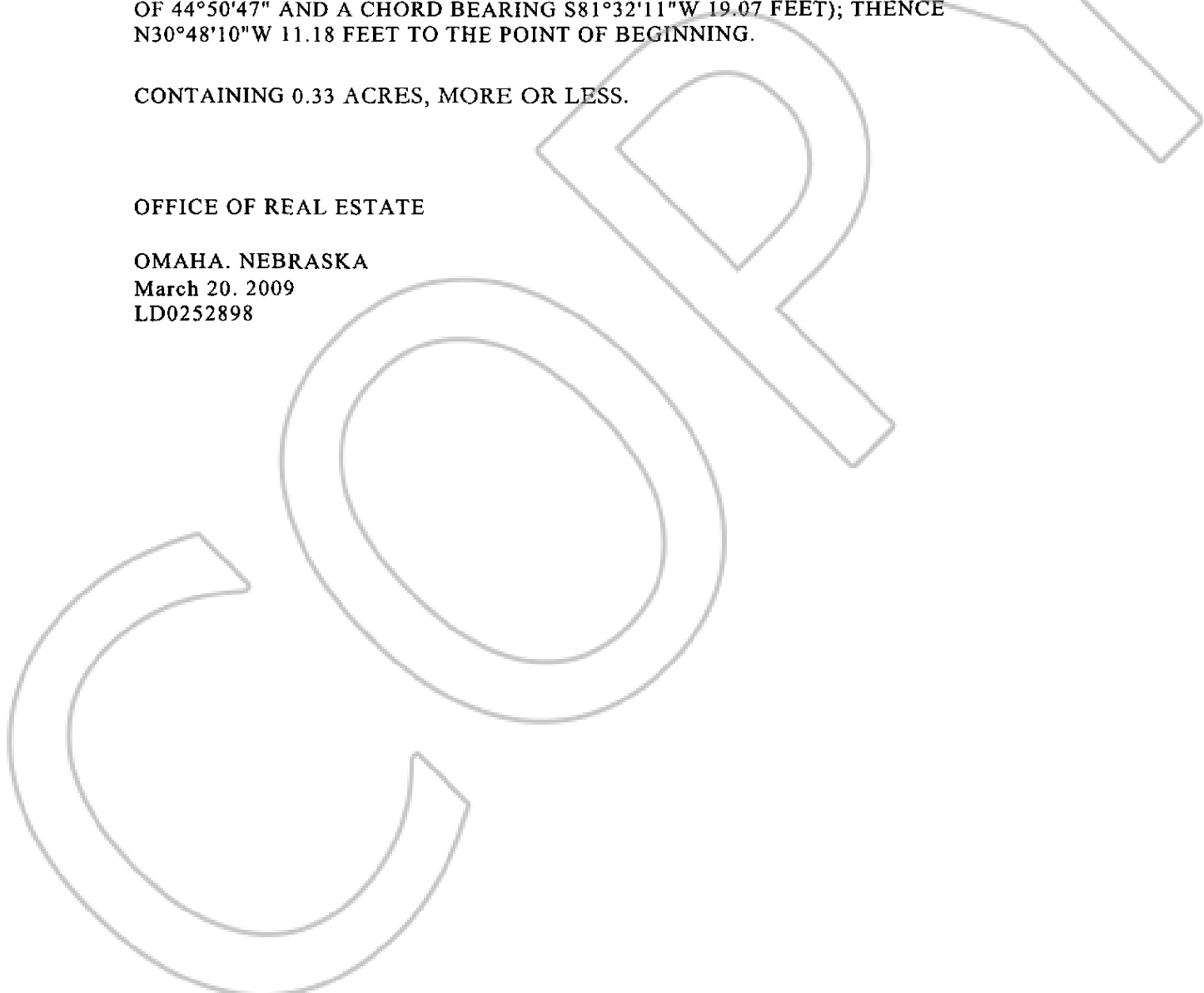


45°02'10" AND A CHORD BEARING N81°26'29"E 13.02 FEET); THENCE N59°21'39"E 103.58 FEET; THENCE N59°20'21"E 467.31 FEET; THENCE N57°28'15"E 82.44 FEET; THENCE N57°30'09"E 229.98 FEET; THENCE ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE TO THE LEFT 15.31 FEET (CURVE HAS A CENTRAL ANGLE 87°43'29" AND A CHORD BEARING N13°37'27"E 13.86 FEET); THENCE N30°14' 17"W 0.93 FEET; THENCE N59°45'43"E 8.00 FEET; THENCE N62°15'08"E 6.01 FEET; THENCE S30°14'17"E 0.67 FEET; THENCE ALONG THE ARC A 24.00 FOOT RADIUS CURVE TO THE RIGHT 36.75 FEET (CURVE HAS A CENTRAL ANGLE OF 87°43'29" AND A CHORD BEARING S13°37'27"W 33.26 FEET); THENCE S57°29'39"W 312.64 FEET; THENCE S59°20'20"W 402.46 FEET; THENCE S59°21'13"W 168.56 FEET; THENCE ALONG THE ARC OF A 31.00 FOOT RADIUS CURVE TO THE RIGHT 24.37 FEET (CURVE HAS A CENTRAL ANGLE OF 45°02'10" AND A CHORD BEARING S81°26'29"W 23.74 FEET); THENCE N76°02'26"W 70.11 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT 19.57 FEET (CURVE HAS A CENTRAL ANGLE OF 44°50'47" AND A CHORD BEARING S81°32'11"W 19.07 FEET); THENCE N30°48'10"W 11.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.33 ACRES, MORE OR LESS.

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA  
March 20, 2009  
LD0252898





0133846

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**EXHIBIT B**

**LIST OF LEASES/LICENSES TO BE ASSIGNED**

COPY



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EXHIBIT "B"

U.P.R.R. REAL ESTATE DEPARTMENT

PROPOSED OF SALE LAND

CITY OF CALIENTE, NV

MILE POST NO. 459

FOLDER NO. 0252898

PROJECT	AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	MP START	DISPOSITION	CONTAINED
101548	114149	55844	CALIENTE, CITY OF	Crossing - Wireline	LINCOLN	CALIENTE	NV	459.71	Assigned	Partially
11951	A95355	54541	LINCOLN COUNTY TELEPHONE SYSTE	Encroachment - Wireline	LINCOLN	CALIENTE	NV	459.3	Assigned	Partially
667135	234494	223185	CITY OF CALIENTE	Crossing Pipeline	Lincoln	CALIENTE	NV	459.78	Assigned	Partially
667136	234491	223186	CITY OF CALIENTE	Crossing Pipeline	Lincoln	CALIENTE	NV	459.15	Assigned	Partially
546080	A61453		CALIENTE; CITY OF	Crossing - Wireline	Lincoln	CALIENTE	NV	0	Assigned	Partially
122277	76558	53459	CALIENTE, CITY OF	Crossing - Wireline	LINCOLN	CALIENTE	NV	459.8	Assigned	Partially
605138	A73772		LINCOLN COUNTY TELEPHONE SYSTEM	Crossing - Wireline	Lincoln	CALIENTE	NV	0	Assigned	Partially
148468	172542	42598	CALIENTE, CITY OF	Encroachment - Pipeline	LINCOLN	CALIENTE	NV	459.15	Assigned	Partially
6845	A62335	52941	CALIENTE, CITY OF	Encroachment - Pipeline	LINCOLN	CALIENTE	NV	265	Assigned	Partially

# State of Nevada Declaration of Value

DOC # DV-133846  
06/10/2009 03:39 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: <u>Exempt #3 re-recording</u>
Notes: <u>to correct legal</u>

2. Type of Property
- |   |  |
|---|--|
| a) <input type="checkbox"/> Vacant Land                                   | b) <input type="checkbox"/> Single Family Res. |
| c) <input type="checkbox"/> Condo/Townhouse                               | d) <input type="checkbox"/> 2-4 Plex           |
| e) <input type="checkbox"/> Apartment Building                            | f) <input type="checkbox"/> Commercial /Ind'l  |
| g) <input type="checkbox"/> Agriculture                                   | h) <input type="checkbox"/> Mobile Home        |
| i) <input checked="" type="checkbox"/> other <u>Railroad Right of Way</u> |  |

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 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

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

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)