

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Marysville
526 "C" Street
Marysville, California 95901

MAIL TAX STATEMENTS TO:

City of Marysville
526 "C" Street
Marysville, California 95901

(Space Above Line for Recorder's Use Only)

463-80

APN: _____

DOCUMENTARY TRANSFER TAX \$ _____
____ Computed on the full value of the property conveyed
____ Computed on the full value less liens and
encumbrances remaining at the time of sale
____ Not a sale (Rev. & Tax. Code Section 11927(a))

Signature of Declarant or Agent Determining Tax

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Union Pacific Railroad Company, a Utah corporation, successor in interest through merger with Pacific Subsidiary, Inc., a Delaware corporation, successor in interest through merger with The Western Pacific Railroad Company, a Delaware corporation, formerly known as Newrail Company, Inc., a Delaware corporation, successor in interest through merger with The Western Pacific Railroad Company, a Delaware corporation, successor in interest through merger with Western Pacific Railway, a California corporation) ("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 MARYSVILLE**, a California municipal corporation ("Grantee"), whose address is 526 "C" Street, Marysville, California 95901, 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 ("Property") situated in Yuba County, State of California, as more particularly described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, the following:

(a) 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 right to explore for, remove and dispose of said minerals by any means or methods suitable to 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 Grantee, its successors or assigns.

(b) A PERPETUAL EASEMENT upon, over, under and across the Property, extending ten feet (10') on either side of the center line of the existing tracks and including rights of access along the length thereof, for purposes of conducting freight rail operations and otherwise to fulfill Grantor's rights and obligations as a common carrier freight railroad under applicable federal laws and regulations, including the right to use the Property to provide freight rail service to all customers on or served from the Property, and operate, use, construct, reconstruct, maintain, repair, relocate and/or remove existing and/or future railroad, rail and railroad-related equipment, facilities and transportation systems, together with the right of access to and from the Property as necessary to utilize the rights contained herein.

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

(a) 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).

(b) Environmental.

(i) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property is to be sold and accepted by Grantee in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee agrees that any information Grantee may receive from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is furnished on the condition that Grantee will make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no

representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges that it is entering into this Agreement on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(ii) Release and Indemnity. GRANTEE, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(c) Covenants to Run with Land. The foregoing covenants, conditions, and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Grantee and the benefits of which will inure to the successors and assigns of Grantor. 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.

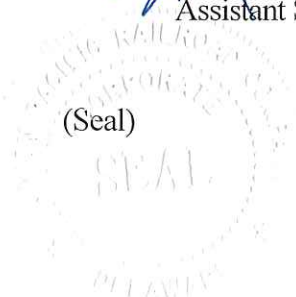
IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed as of the 20th day of December, 2016.

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

Attest:

BJ Kubat
Assistant Secretary

By: Tony K Love
Title: Assistant Vice President - Real Estate



(Seal)

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On December 20, 2016, before me, Susan Hronek,
Notary Public in and for said County and State, personally appeared
Tony K Love and BJ Kubat, 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.

Susan Hronek
Notary Public

(Seal)



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

Dated this ____ day of _____, 2016.

**CITY OF MARYSVILLE,
a California municipal corporation**

By: _____
Its: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YUBA)

On this ____ day of December, 2016, before me, _____,
Notary Public, personally appeared _____ of CITY OF MARYSVILLE,
a California municipal corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

(Seal)

EXHIBIT "A"

UPRR RIGHT OF WAY ACQUISITION

All that real property situate in the City of Marysville, County of Yuba, State of California being a portion of Lots 3 and 4 in Block 2, Range "K" as shown on the official map of the City of Marysville, approved March 22, 1856, and now on file in the office of the County Recorder of the County of Yuba, State of California more particularly described as follows:

Commencing at the Northeast corner of Lot 5, Block 2, Range "K" of said official map of the City of Marysville; thence, along the northerly line of said Lot 5 and its westerly projection, South $83^{\circ}43'50''$ West, 176.16 feet to the northeast corner of Lot 4, Block 2, Range "K" of said official map of the City of Marysville and **TRUE POINT OF BEGINNING** of the herein described parcel of land; thence along the easterly line of said Lot 4, South $06^{\circ}36'15''$ East, 25.85 feet; thence, leaving said easterly line, South $83^{\circ}52'46''$ West, 11.30 feet to the beginning of a curve, concave to the northeast, having radius of 84.71 feet and central angle of $23^{\circ}01'32''$; thence along the arc of said curve, 34.04 feet; thence North $73^{\circ}05'42''$ West, 15.54 feet to the beginning of a curve, concave to the southwest, having a radius of 55.29 feet and central angle of $19^{\circ}48'31''$; thence along the arc of said curve, 19.12 feet; thence, South $87^{\circ}05'47''$ West, 33.99 feet; thence North $06^{\circ}16'10''$ West, 6.50 feet to the northerly line of said Lot 4; thence, along said northerly line, North $83^{\circ}43'50''$ East, 111.00 feet to the point of beginning.

The property described hereinabove contains 1,740 square feet more or less which is approximately 0.04 acres.

See Exhibit "B" attached hereto and made a part of this description.

The basis of bearings for the above described parcel of land are referenced to the California Coordinate System, Zone 2 originating from found monuments KS1971 and KS1813 established by the National Geodetic Survey and part of the national readjustment of 2007. All distances are ground measurement.

END OF DESCRIPTION



Prepared by MHM, Inc: Roger K. Hanlin, PLS

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 MARYSVILLE, 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: Tommy Love
Title: Assistant Vice President - Real Estate
Date: December 20, 2016

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is entered into as of the _____ day of December, 2016 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), and **CITY OF MARYSVILLE**, a California municipal corporation ("Grantee").

1. Grant of Temporary Easement / Term.

(a) Grantor hereby grants unto Grantee, its successors and assigns a temporary easement ("Temporary Easement") upon, over, and across that certain real property in the City of Marysville, County of Yuba, State of California, depicted on **Exhibit A**, attached hereto and made a part hereof (hereinafter the "Property" or "Temporary Easement Area") for the sole purpose of Grantee's construction of improvements on property adjacent to the Temporary Easement Area ("Project").

(b) Grantor retains all of its rights to the use and occupation of the Temporary Easement Area not inconsistent with the use by Grantee, its successors or assigns.

(c) This Temporary Easement shall commence on the Effective Date and shall automatically terminate on the two (2) year anniversary of the Effective Date.

2. Maintenance of Temporary Easement Area. Grantee, at its sole cost and expense and without any contribution whatsoever from Grantor, shall at all times during the term of this Agreement repair and maintain the Temporary Easement Area and any of Grantee's facilities thereon in good and clean condition and repair. Grantee shall restore any of Grantor's Property which is damaged by Grantee's use to the same condition as existed immediately before such damage occurred. Grantor is not responsible for the removal/disposal of existing debris/rubble currently located within the temporary easement area.

3. Indemnification by Grantee. To the extent permitted at law, in exercising its rights and obligations under this Agreement, Grantee shall indemnify, hold harmless and defend Grantor, its officers, directors and employees (collectively, "Grantor Indemnified Parties") from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses) for bodily injury to or death of persons, or damage to property caused by, arising out of or in connection with Grantee's or its agents', employees' or contractors' use of the temporary easement rights granted pursuant to this Agreement. In addition, Grantee covenants and agrees to indemnify, hold harmless and defend the Grantor Indemnified Parties and the Property from and against any and all loss, cost, damage, liability and expense (including reasonable attorneys' fees and expenses), on account of claims of lien of laborers, materialmen, or others, arising from or as a result of work performed or supplies furnished in connection with Grantee's use or occupancy of the Temporary Easement Area.

4. Contractor's Right of Entry Agreement – Insurance.

(a) If Grantee will be hiring a contractor or contractors to perform any work involving the Project, Grantee shall require its contractor(s) and their subcontractors to (i) execute the Railroad's Contractor's Right of Entry Agreement (which provides for flagging), and obtain the insurance coverage described therein, and (ii) provide the insurance policies, certificates, binders and/or endorsements to Grantor before allowing any of its contractor(s) and their respective subcontractors to commence any work in the Temporary Easement Area or on any other Grantor property.

(b) All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Union Pacific Railroad Company
Attn: Manager – Real Estate (Folder 463-80)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

(c) If Grantee's own employees will be performing any of the Project work, Grantee shall provide the Grantor defense and indemnification at least equal to the defense and indemnification to which the Grantor would be entitled as an additional insured had Grantee purchased General Liability Insurance and Automobile Liability Insurance each in an amount of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence or claim and an aggregate limit of at least SIX MILLION DOLLARS (\$6,000,000) for Bodily Injury and Property Damage. Nothing herein shall be deemed to insure Grantor against its sole negligence or willful misconduct. Grantee may self-insure, as customary under its risk management programs; provided its self-insurance retention is in keeping with its net worth and cash flows and is consistent with that of other grantees of its size and operation.

5. Mechanics' Liens. Grantee shall not permit any mechanics' or materialmen's liens of any kind or nature to be enforced against the Property for any work done or materials furnished thereon at Grantee's request.

6. No Warranty / Matters of Record. This Temporary Easement is limited to such rights as the Grantor may have in the Temporary Easement Area and is granted without warranty, express or implied. This Temporary Easement is also made SUBJECT TO all outstanding leases, licenses and other outstanding rights of record, including, but not limited to, those for pipelines, wirelines and roadways and the right of renewals and extensions of the same.

7. Compliance with Law. Grantee shall, at its expense, comply with all applicable laws, regulations, rules and orders regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality in the construction, operation and maintenance of its facilities on Grantor's Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or arise from the Property as a result of Grantee's use, presence, operations or exercise of the rights granted hereunder, Grantee shall, at its expense, be obligated to clean all property affected thereby, to the satisfaction of Grantor and any governmental body having jurisdiction in the matter.

8. Notices. All notices, demands and other communications hereunder shall be in writing and delivered personally or by a nationally recognized overnight courier service or mailed (by registered or certified mail, return receipt requested, postage prepaid) or telecopied with a confirming notice, addressed to the respective parties, as follows:

If to Grantee: City of Marysville
Attn: _____
526 "C" Street
Marysville, California 95901

If to Grantor: Union Pacific Railroad Company
Attn: Manager – Real Estate (Folder 463-80)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

or such additional parties or other address as such party may hereafter designate. Any notice permitted or required to be given shall be deemed to have been given, and any item permitted or required to be delivered or furnished shall be deemed to have been furnished, when personally delivered or furnished, or one (1) business day after delivery to a nationally recognized and reputable courier guaranteeing next-day delivery with delivery charges prepaid, or after delivery or first attempted delivery by the United States Post Office, after being properly addressed and with postage prepaid for delivery by United States registered or certified mail.

9. Binding Effect. All covenants contained herein shall be deemed to be covenants that run with the land, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. All references to Grantor, Grantee or parties shall be deemed to include the respective party's employees, invitees, agents, successors, and assigns.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

11. Captions. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define or limit the scope of any section.

12. Modifications. Any modifications or amendments to this Agreement shall be made in writing and be executed by all parties.

13. Waiver. The failure by any party to enforce any provision of this Agreement in a timely manner shall not be deemed a waiver of the right to enforce that provision, and any express waiver by any party of any breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach of that provision.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

GRANTOR:

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

By: Tommy K. Love
Its: Assistant Vice President - Real Estate

The undersigned Grantee hereby accepts this Temporary Easement, and agrees for itself, its successors and assigns to be bound by the covenants and conditions set forth herein and to perform all obligations of Grantee set forth herein.

GRANTEE:

**CITY OF MARYSVILLE,
a California municipal corporation**

By: _____
Its: _____

EXHIBIT A

Depiction of Temporary Easement Area

EXHIBIT "A"

UPRR TEMPORARY CONSTRUCTION EASEMENT

All that real property situate in the City of Marysville, County of Yuba, State of California being a portion of Lots 4 in Block 2, Range "K" as shown on the official map of the City of Marysville, approved March 22, 1856, and now on file in the office of the County Recorder of the County of Yuba, State of California more particularly described as follows:

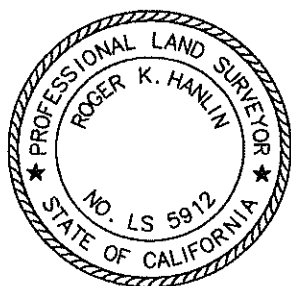
Commencing at the Northeast corner of Lot 5, Block 2, Range "K" of said official map of the City of Marysville; thence, along the northerly line of said Lot 5 and its westerly projection, South $83^{\circ}43'50''$ West, 176.16 feet to the northeast corner of Lot 4, Block 2, Range "K" of said official map of the City of Marysville; thence, leaving said northerly line and along the easterly line of said Lot 4, South $06^{\circ}36'15''$ East, 25.85 feet and **TRUE POINT OF BEGINNING** of the herein described parcel of land; thence along the easterly line of said Lot 4, South $06^{\circ}36'15''$ East, 8.00 feet; thence, leaving said easterly line, South $83^{\circ}52'46''$ West, 11.37 feet to the beginning of a curve, concave to the northeast, having radius of 92.71 feet and central angle of $23^{\circ}01'32''$; thence along the arc of said curve, 37.26 feet; thence North $73^{\circ}05'42''$ West, 15.54 feet to the beginning of a curve, concave to the southwest, having a radius of 47.29 feet and central angle of $19^{\circ}48'31''$; thence along the arc of said curve, 16.35 feet; thence, South $87^{\circ}05'47''$ West, 39.53 feet; thence North $06^{\circ}16'10''$ West, 8.01 feet; thence North $87^{\circ}05'47''$ East, 40.00 feet to the beginning of a curve, concave to the southwest having a radius of 55.29 feet and a central angle of $19^{\circ}48'31''$; thence along the arc of said curve, 19.12 feet; thence, South $73^{\circ}05'42''$ East, 15.54 feet to the beginning of a curve, concave to the northeast having a radius of 84.71 feet and a central angle of $23^{\circ}01'32''$; thence along the arc of said curve, 34.04 feet; thence North $83^{\circ}52'46''$ East, 11.30 feet to the easterly line of said Lot 4 and point of beginning.

The property described hereinabove contains 960 square feet more or less which is approximately 0.02 acres.

See Exhibit "B" attached hereto and made a part of this description.

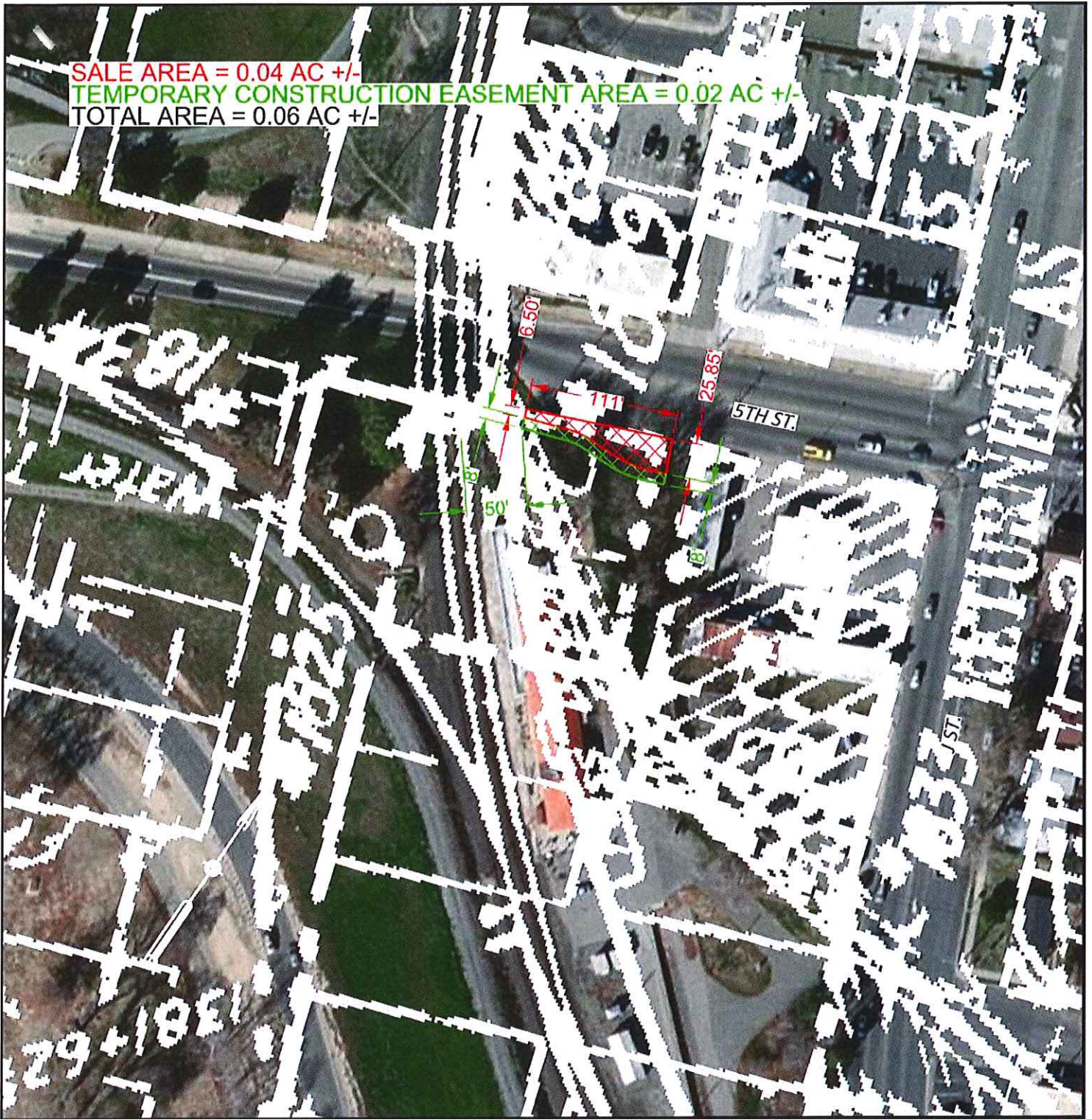
The basis of bearings for the above described parcel of land are referenced to the California Coordinate System, Zone 2 originating from found monuments KS1971 and KS1813 established by the National Geodetic Survey and part of the national readjustment of 2007. All distances are ground measurement.

END OF DESCRIPTION




Prepared by MHM, Inc: Roger K. Hanlin, PLS

SALE AREA = 0.04 AC +/-
 TEMPORARY CONSTRUCTION EASEMENT AREA = 0.02 AC +/-
 TOTAL AREA = 0.06 AC +/-



LEGEND:

SALE AREA 

TEMPORARY CONST. EASEMENT 

UPPRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MARYSVILLE, YUBA COUNTY, CA
 M.P. 178.8 - SACRAMENTO SUB.

TO ACCOMPANY AGREEMENT WITH
 CITY OF MARYSVILLE
 WP CA V-7 / 11
 SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 6/13/2016

RRM FILE: 0463-80

| | |
|---------------|-------------------------|
| CADD FILENAME | 046380.DGN |
| SCAN FILENAME | 046380_CW58004M. i TIFF |