



W3172328

E# 3172328 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
30-Jul-21 0415 PM FEE \$40.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

And send tax notice to:

Concentrix CVG Customer Management Group Inc.
800 Baymeadows Way
Jacksonville, Florida 32256

CI-142066-CAP
TIN 08-088-0024

(Space Above For Recorder's Use Only)

3083-64

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

That **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) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does REMISE, RELEASE and forever QUITCLAIM unto **CONCENTRIX CVG CUSTOMER MANAGEMENT GROUP INC.**, an Ohio corporation, whose address is 8000 Baymeadows Way, Jacksonville, Florida 32256 ("Grantee"), its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, of, in and to the real estate situate in Weber County, State of Utah, 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, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered, 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 lands hereby quitclaimed, and in such manner as not to damage the surface of said lands or to interfere with the use thereof by Grantee, its successors or assigns.

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

(a) Fence. Grantee, at its sole cost and expense, shall 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. The existing fence on the trackside boundary is acceptable to Grantor. Grantee shall submit the plans for new fencing or barrier construction to:

Union Pacific Railroad Company
Attn: Assistant Vice President - Real Estate (Folder No. 3083-64)
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.

(b) 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).

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following 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.

Environmental Covenants:

(a) "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 has been sold and quitclaimed to 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 acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would 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 and agrees that the Property has been sold and quitclaimed 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.

(b) 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.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers the 19th day of July, 2021.

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

Attest:

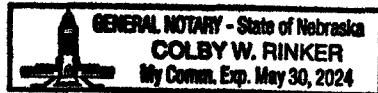
B.J. Kubat
Assistant Secretary

By: Chris D. Goble
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of July, 2021, by Chris D. Goble and B.J. Kubat, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.



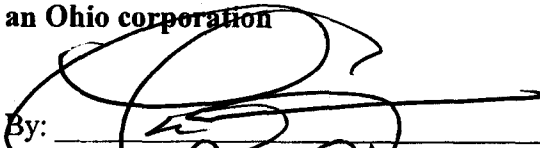
Colby W. Rinker
Notary Public

(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 23rd day of July, 2021.

**CONVENTRIX CVG CUSTOMER
MANAGEMENT GROUP INC.,
an Ohio corporation**

By: 
Printed Name: Cara Cochran
Title: Senior Staff Counsel

STATE OF SC)
COUNTY OF Pickens) ss.

On this 23 day of July, 2021, before me Lisa Partridge, a notary public, personally appeared Cara Cochran, Senior Staff Counsel of CONCENTRIX CVG CUSTOMER MANAGEMENT GROUP INC., an Ohio corporation, provided on the basis of satisfactory evidence to be the person whose name is subscribed to in this instrument, and acknowledged he/she executed the same.

WITNESS my hand and official seal.



(Seal)

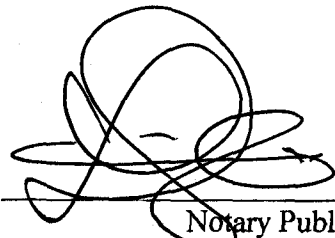

Notary Public

EXHIBIT "A"

A portion of that Real Property described in Deed Book 599 Page 311 of the Official Records of Weber County located in the NE1/4 of Section 12, Township 5 North, Range 2 West, Salt Lake Base & Meridian, Ogden, Utah, more particularly described as follows:

Beginning at the intersection of the 1/4 Section line and a point on the extension of an existing fence line measuring 17.50 feet distant southeasterly at right angles to railroad survey station 136+73.35 located N89°38'07"E along the 1/4 Section line 3,113.87 feet from the West 1/4 Corner of Section 12, T5N, R2W, S.L.B. & M.; thence N38°18'47"E parallel with, and 17.50 feet southeasterly of the centerline of the existing track and along said fence line 1,407.01 feet to a fence corner 17.50 feet distant southeasterly at right angles to railroad survey station 122+66.34; thence S51°41'13"E perpendicular to said centerline of the existing track 49.50 feet to a point on the railroad right-of-way 67.00 feet from said railroad survey station; thence S38°18'47"W parallel with, and 67.00 distant southeasterly of said track 1,367.39 feet to the 1/4 Section line; thence S89°38'07"W along the 1/4 Section line 63.41 feet to the point of beginning.

Contains: 1.58+/- acres

LD0308364