

Recorded at Request of Robert J. Trefell SEP 29 1950  
 at 11:59 AM Fee paid \$ 7.00 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
 By W. H. Trefell, Dep. Book 802 Page 536 Ref. \_\_\_\_\_  
QUITCLAIM DEED atty Cont. I. Bk. Bledy  
Paris, Idaho

KNOW ALL MEN BY THESE PRESENTS: That the Reconstruction Finance Corporation, a corporation duly organized and existing under and by virtue of the laws of the United States, which Corporation has succeeded pursuant to the provisions of Public Law 109, 79th Congress, approved June 30, 1945, to all the rights and assets of Defense Plant Corporation, acting by and through War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 F.R. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat. 765) and WAA Regulation No. 1, as amended, Grantor, hereby quitclaims to J. R. SIMPLOT COMPANY, an Idaho Corporation duly qualified to do business in the State of Utah, Grantee, whose address is City of Caldwell, State of Idaho, its successors and assigns for the sum of Seven Hundred Fifty-two Thousand and 00/100 Dollars (\$752,000.00) the following described property situate, lying and being in the County of Salt Lake, State of Utah, to-wit:

Beginning at a point which is North 1147.23 feet and West 1254 feet from the South quarter corner of Section 25, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 0° 01' East 458.86 feet; thence North 29° 59' West 2731.01 feet to the center line of Mill Creek; thence along the center line of Mill Creek: North 85° 49' West 394.19 feet; thence South 0° 18' West 2966.87 feet to the North property line of 3300 South Street; thence along the North property line of 3300 South Street North 81° 32' 32" East 168 feet; thence continuing along said North line North 80° 44' East 489.21 feet; thence continuing along said North line North 89° 55' 16" East 956.8 feet; thence North 75 feet; thence East 150 feet; thence south 66.16 feet; thence North 89° 52' 30" East 17.56 feet to the point of Beginning.

Together with 7 shares of the capital stock of Riverside Irrigation and Canal Company.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging, or in anywise appertaining to all of the above described premises and properties, and the reversions, remainders, rents, issues and profits thereof, heretofore owned by the Reconstruction Finance Corporation, and also all the estate, title, rights, interests, claims, and demands whatsoever, heretofore owned by the Reconstruction Finance Corporation, as well in law as in equity, of Reconstruction Finance Corporation in or to all of the above described premises and properties, and every part and parcel thereof, with all of the appurtenances thereunto belonging.

TOGETHER WITH all buildings, structures, installations, betterments and additions; equipment, machinery and appliances; sidewalks and roadways; lines for the conveyance or transportation of water, steam or any other substances; sewers, drains and ditches; and all other facilities, improvements and appurtenances of any kind and nature whatsoever located in, on, or about the above described premises and property, EXCEPT, passenger automobiles and facilities located at Marysvale and Vaca Sidings, Utah.

ALSO, any and all easements, permits and licenses, expressed or implied, heretofore acquired for or in connection with the installation or operation of any of the said properties, premises, facilities and improvements, and appurtenances thereto.

TOGETHER WITH all other rights, titles and interests of Reconstruction Finance Corporation of every character in, or pertaining to, or incident to the ownership, use and operation of any and all of the structures, equipment, facilities and improvements, and appurtenances thereto, and the premises and properties, hereinabove referred to or described, EXCEPT, unfunded utility deposits which are hereby expressly excluded.

All of the structures, equipment, facilities and improvements, and appurtenances thereto, and premises and properties, hereinabove described, were duly declared surplus and were assigned to War Assets Administrator for disposal pursuant to the provisions contained in the above-mentioned Act and Regulations, as amended,

Said land and facilities are conveyed subject to the following reservation:

All uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such

material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect,

AND, the said Grantee has certified and by the acceptance of this Quitclaim Deed agrees for its successors and assigns as follows:

- First: that it is acquiring the said premises for its own use;
- Second: that it is not purchasing the said premises for the purpose of reselling or leasing them;
- Third: that in no case will it resell or lease the said premises within two (2) years from the date of this instrument without first obtaining the written authorization of the War Assets Administrator.
- Fourth: that in no case will it resell or lease the said premises until full payment is made without first obtaining the written authorization of the War Assets Administrator or his successor to subject resale.
- Fifth: Grantor does not warrant, expressly or impliedly, that the future use by Grantee or others of any said equipment, machinery or other facilities or of any process to be practiced with the aid thereof is free from patent infringement, from obligations to pay royalties, or from obligations restricting use, transfer or transmittal of information relating thereto, and does not assume any liability

to protect, defend or save harmless Grantee or others against claims, demands or causes or action arising out of any patent or any asserted know-how, technical information or trade secrets. Grantee agrees to defend and save harmless Grantor from any suit or claim arising out of any patent or any asserted know-how, technical information or trade secrets in connection with any of said equipment, machinery or other facilities or of any process to be practiced with the aid thereof or for collection of profits, royalties or damages arising out of the sale, transfer or subsequent use thereof.

The Grantee herein by acceptance of this instrument binds itself, its successors and assigns, to the performance of all the covenants and conditions to be performed by the Grantee herein.

This conveyance is made without warranty, expressed or implied.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by John A. Skoon, Regional Director, Region 9, War Assets Administration, as of the 1st day of July, 1948.

RECONSTRUCTION FINANCE CORPORATION  
Acting by and through  
War Assets Administrator

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

John A. Skoon  
JOHN A. SKOON, Regional Director  
Region 9, War Assets Administration

STATE OF COLORADO )  
: ss  
City and County of Denver)

On this 1st day of November, 1948, before me, a Notary Public, in and for the State of Colorado, County of Denver, personally appeared John A. Skoon, who, being by me duly sworn, did say that he is the Regional Director, Region 9, War Assets Administration, and that the within and foregoing instrument was signed in behalf of the Reconstruction Finance Corporation, acting by and through the War Assets Administrator and the said John A. Skoon, acknowledged to me that the War Assets Administrator acting for and in behalf of the Reconstruction Finance Corporation executed the same.

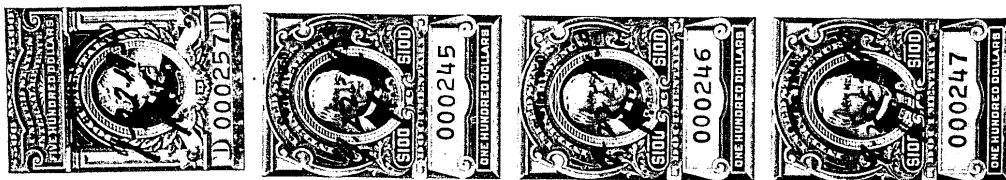
My Commission expires \_\_\_\_\_

Edgar J. Dunnett, Notary Public,  
City and County of Denver Colorado  
My commission expires Sept. 23, 1952

Edgar J. Dunnett  
Notary Public

APPROVED AS TO FORM AND SUBSTANCE

John A. Trachtenberg  
Assistant Regional Counsel



WAA Form 1241  
(4-12-48)

UNITED STATES OF AMERICA  
War Assets Administration

C E R T I F I C A T E

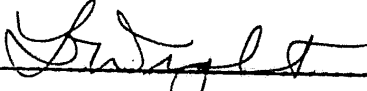
I, the undersigned L. Wright  
Secretary of General Board, War Assets Administration, in my  
official capacity as such Secretary,  
and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE,  
HANDLING AND CONVEYANCING dated July 1, 1948, to make the following  
certification, do hereby certify:

1. That John A. Skeen is the  
Regional Director, Region 9,  
Denver 3, Colorado

War Assets Administration, duly appointed, authorized and acting in such  
capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE  
CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original  
of said DELEGATION OF AUTHORITY, dated July 1, 1948.

Given under my hand this 1st day of July, 1948.

  
Secretary, General Board  
(Title)  
Office of Real Property Disposal  
(Office)

War Assets Administration  
Washington, D. C.

(NOTICE)

DELEGATION OF AUTHORITY NO.

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

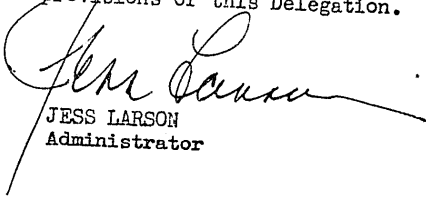
The Deputy Administrator, Office of Real Property Disposal, and the Assistant Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and Deputy District Director for Real Property Disposal, in each and every War Assets Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1944, as amended (58 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R. 4534); Public Law 289, 80th Cong. (61 Stat. 678); War Assets Administration Appropriation Act; and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board and Philip A. Tharp, Executive Assistant to the Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on July 1, 1948.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946, May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; December 1, 1947; and April 9, 1948; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

  
JESS LARSON  
Administrator

Dated: July 1st, 1948.