WHEN PECODED RAWN TO: Thogay Red Estate 269 E. Center Lenterville UT 84014

QUITCLAIM DEED

MOUNTAIN FUEL SUPPLY COMPANY, a corporation organized and existing under the laws of the State of Utah, with its principal office at 180 East First South, Salt Lake City, County of Salt Lake, State of Utah, Grantor, hereby QUITCLAIMS to

TINGEY REAL ESTATE, a Utah Limited Partnership

Grantee, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following-described tract of land in Davis County, State of Utah, to-wit:

An easement upon part of an entire tract of property in Lot 3, of Section 7, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Davis County, Utah; said part of an entire tract is a parcel of land 30.0 feet wide, 15.0 feet on each side of the following described center line. Beginning on the easterly right-of-way line of a frontage road known as F-1 line for a freeway known as Project No. 15-7 at a point S 89°00' E from frontage road Engineer Station 30+80, which point is also approximately 1490 feet North and 425.00 feet East form the Southwest corner of said Section 7; thence S 89°00' E 100 feet.

02-026-0015

Grantee agrees that it is familiar with the liability provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC §§ 9601-9657. With regard to this Quit Claim, Grantee agrees to forever waive its rights and release and indemnify and hold harmless Grantor from any liability under CERCLA, and specifically under Sections 107(a) and 113(f) of CERCLA, subsequent changes, modifications, or additions to CERCLA's provisions, as well as any other federal, state or local statute, regulation or common law right that exists or that may be enacted in the future, allowing Grantee or any other party to pursue a change, demand, or cause of action against Grantor for reimbursement, contribution, or any other payment or service in any way related to environmental investigation or clean-up of subject property. Grantee and Grantor warrant and agree that this provision does not constitute an admission of any environmental liability by Grantee. Grantor represents that it has not used the tract of land for any purpose.

WITNESS the hand of said Grantor this 19th day of De Cempler

E 1158169 B 1833 P 338

CAROL DEAN PAGE, DAVIS CHTY RECORDER
1994 DEC 21 2:006 PM FEE 12:00 DEP MEC
REC'D FOR BACKMAN-STEWART TITLE SERVICES

MOUNTAIN FUEL SUPPLY COMPANY

By: T. K. Groves

General Manager Administration

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| Accepted and Agreed this 2/st da | y of December 1994 |
|---|--|
| GRANTEE: TINGEY REAL ESTATE, a Utah limited parc MM Q MA Goderal Partner Selvin Linge General Partner | nership |
| COUNTY OF SALT LAKE) | E 1158169 B 1833 P 3 |
| The foregoing instrument was acknowledged before me this 19 day of December 19 04, by T. K. GROVES, General Manager Administration, and CONNIE C. HOLBROOK, Secretary, of MOUNTAIN FUEL SUPPLY COMPANY. | |
| Notary Pu*Ca IR. DONALD D. M. IR. 180 East L.J. IR. 180 East L.J. III. Sait Lake City, Ut h _ 1147 My Commission Expires November 18, 1995 State of Utah | Donald D. Morries Notary Public Residing at: Solt Lake City Ut. |
| My Commission Expires: NWember 18 1995 | • |
| STATE OF UTAH)) ss. COUNTY OF DAVIS) | |
| On the 21st day of December, 1974, personally appeared before me William W. Tingey and Sylvia C. Tingey, who, being duly sworn, did say that they she is are a General Partnersof Tingey Peal What alth his partners, and that the foregoing instrument was signed on behalf of said partnership by authority of the articles of partnership, and said William W. Tingey Sylva C. Tingey acknowledged to me that said partnership duly executed the same. NOTARY PUBLIC PAUL NEWTON 74 East 800 South \$108 Bountly, Iran \$400 Bountly, Iran \$ | |
| My Commission Expires My Commission Expires My Commission Expires: | Residing at Bornfifel UT |
| 7-1-97 | Manife State of the Control of the C |

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