

When recorded, return to:

Vista Heights Investments Lot 2, LLC
259 South Riverbend Way, Suite 102
North Salt Lake, Utah 84054
Attention: Thomas D. Stuart

(Space Above For Recorder's Use Only)

QUITCLAIM DEED AND RELEASE

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("**Grantor**"), for itself and its affiliates, subsidiaries, predecessors, successors and assigns, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby QUITCLAIM to **VISTA HEIGHTS INVESTMENTS LOT 2, LLC**, a Utah limited liability company ("**Grantee**"), its successors and assigns, forever, all of Grantor's right, title, interest, estate, claim and demand of Grantor and its affiliates, subsidiaries and predecessors, including without limitation LA&SLRC (as defined below) and D&RGWRC (as defined below), both at law and in equity, in and to the real property located in Utah County, State of Utah, described on Exhibit A attached hereto and by this reference made a part hereof (the "**Property**"), which it has acquired by any means, including, without limitation, the Easements (as defined below) and the Underlying Instruments (as defined below), it being the intent hereby to quitclaim only the right, title, interest, estate, claims and demand affecting the Property, and to leave in full force and effect all other provisions of the Underlying Instruments, and rights deriving therefrom, affecting all other real property.

The foregoing quitclaim is made in an "AS IS" condition and "WITH ALL FAULTS" as of the date hereof. Grantor makes no warranty as to the physical condition, tenantability, merchantability or fitness for a particular purpose of the Easements, or representations or warranties with respect to the use, condition, title, occupation or management of the Easements, or compliance with applicable statutes, laws, codes, ordinances, regulations, or requirements (collectively, the "**Condition of the Easements**"). Grantee hereby relies exclusively on its own independent investigation and evaluation of every aspect of the Easements.

Grantee hereby agrees to release and indemnify Grantor, its affiliates, and their respective 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 in any way arising out of, or connected with the known or unknown Condition of the Easements and the Property, including, without limitation, the environmental condition of the Property or any federal, state or local law, ordinance, rule or regulation applicable thereto. From and after the date of this Instrument, Grantee, solely with respect to any Indemnity Claims (defined below) occurring on, or resulting from, the Property, shall, to the maximum extent permitted by law, indemnify, defend and save harmless Grantor, its affiliates, and their respective 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 title to the Property, the known or unknown physical or environmental 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 “*Indemnity Claims*”). The foregoing shall apply regardless of any negligence or strict liability of Grantor, its affiliates, and their respective employees, agents, officers, successors or assigns. Grantee’s release and indemnification with respect to contamination “adjacent to” the Property relates only to contamination migrating from the Property and/or arising out of Grantor’s past activities on the Property resulting from its negligent acts, omissions or intentional misconduct (but excluding knowing violations of applicable law), and does not, for example, relate to contamination migrating from any adjacent real property to the Property. As between Grantor and Grantee, with respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after the date of this Instrument, Grantee, solely with respect to the Property, and at no cost to Grantor, shall be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Grantee’s use of the Property.

Unless expressly provided for herein, no third party shall have any rights or duties under this instrument and none of the terms, covenants, obligations, or rights contained in this instrument is or shall be deemed to be for the benefit of any person or entity other than Grantor and Grantee, except as expressly set forth herein.

Definitions:

“*D&RGWRC*” means The Denver and Rio Grande Western Railroad Company, a Delaware corporation, which merged with and into Union Pacific Railroad Company, a Utah corporation, which subsequently merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998, which resulting entity is the Grantor.

“*Easements*” means each of Easement No. 1, Easement No. 2, Easement No. 3, Easement No. 4, Easement No. 5, Easement No. 6, Easement No. 7, Easement No. 8, Easement No. 9, Easement No. 10, Easement No. 11, and Easement No. 12 (each as defined below), together with all other interests, rights, easements and rights-of-way held by Grantor, its affiliates, subsidiaries, and predecessors, including without limitation LA&SLRC and D&RGWRC, upon, across, over, on or appurtenant to all or any portion of the Property.

“*LA&SLRC*” means Los Angeles & Salt Lake Railroad Company, a Utah corporation, which merged with and into Union Pacific Railroad Company, a Utah corporation, which subsequently merged with and into Southern Pacific Transportation Company, a Delaware corporation, which simultaneously changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998, which resulting entity is the Grantor.

“*Underlying Instruments*” means each of the instruments described below together with all other recorded and unrecorded instruments and agreements granting Grantor, its affiliates, subsidiaries, predecessors, including without limitation LA&SLRC and D&RGWRC, successors or assigns any right, title, and interest in and to all or any portion of the Property.

(i) That certain Warranty Deed, dated July 23, 1923 and recorded on October 18, 1923, as Entry No. 7771, in Book 236, at Page 362 of the Utah County Records (the “*1923 Deed No. 1*”), granting in favor of LA&SLRC, its successors and assigns, rights to certain

strips of land for trackage and incidental purposes (“*Easement No. 1*”) across, on, over and upon certain real property described in the 1923 Deed No. 1;

(ii) That certain instrument, dated May 6, 1926 and recorded June 19, 1926, as Entry No. 4701, in Book 252, at Page 418 of the Utah County Records (the “*1926 Deed No. 1*”), granting in favor of LA&SLRC, its successors and assigns, a perpetual right of way and easement for all railroad and incidental purposes (“*Easement No. 2*”) upon, over and across certain real property described in the 1926 Deed No. 1;

(iii) That certain instrument, dated October 27, 1926 and recorded December 23, 1926, as Entry No. 9126, in Book 263, at Page 610 of the Utah County Records (the “*1926 Deed No. 2*”), granting in favor of LA&SLRC, its successors and assigns, an easement in perpetuity and right-of-way for railroad and incidental purposes (“*Easement No. 3*”) along and across certain real property described in the 1926 Deed No. 2;

(iv) That certain instrument, dated October 27, 1926 and recorded December 23, 1926, as Entry No. 9127, in 262, at Page 156 of the Utah County Records (the “*1926 Deed No. 3*”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, an easement in perpetuity and right-of-way for all railroad and incidental purposes (“*Easement No. 4*”) along and across certain real property described in the 1926 Deed No. 3;

(v) That certain instrument, dated January 12, 1927 and recorded April 4, 1927, as Entry No. 3282, in Book 259, at Page 400 of the Utah County Records (the “*1927 Deed No. 1*”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, a perpetual right and easement for the construction, maintenance and operation of a line or lines of railway, together with the necessary switches and other facilities necessary for such railway lines (“*Easement No. 5*”) over, through, upon and across certain real property described in the 1927 Deed No. 1;

(vi) That certain instrument, dated January 12, 1927 and recorded April 11, 1927, as Entry No. 3588, in Book 259, at Page 429 of the Utah County Records (the “*1927 Deed No. 2*”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, a perpetual right and easement for the construction, maintenance and operation of a line or lines of railway, together with the necessary switches and other facilities necessary for such railway lines (“*Easement No. 6*”) over, through, upon and across certain real property described in the 1927 Deed No. 2;

(vii) That certain Warranty Deed, dated January 8, 1931 and recorded on March 5, 1931, as Entry No. 1107, in Book 285, at Page 56 of the Utah County Records (the “*1931 Deed*”) granting in favor of LA&SLRC, its successors and assigns, certain strips of land for trackage purposes (“*Easement No. 7*”) across, on, over and upon certain real property described in the 1931 Deed;

(viii) That certain instrument, dated June 18, 1943 and recorded July 27, 1943, as Entry No. 7874, in Book 391, at Page 195 of the Utah County Records (the “*1943 Deed*”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, a perpetual right of way and easement for all railroad and incidental purposes (“*Easement No. 8*”) upon, over and across certain real property described in the 1943 Deed;

(ix) That certain Warranty Deed, dated December 1, 1952 and recorded December 12, 1952, as Entry No. 13380, in Book 618, at Page 141 of the Utah County Records (the “*1952 Deed*”), which discloses that certain parties to certain instruments and/or agreements

set forth therein (the “**1952 Deed Instruments**”) were given certain rights, easements, and rights-of-way for railroad and incidental purposes (collectively, **Easement No. 9**”), affecting certain real property described in the 1952 Deed and/or the 1952 Deed Instruments;

(x) That certain Warranty Deed, dated July 17, 1958 and recorded August 18, 1958, as Entry No. 10747, in Book 787, at Page 195 of the Utah County Records (the “**1958 Deed No. 1**”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, a right-of-way and easement for railroad and incidental purposes (“**Easement No. 10**”) across, on, over and upon certain real property described in the 1958 Deed No. 1;

(xi) That certain Warranty Deed, dated July 17, 1958 and recorded January 28, 1959, as Entry No. 1402, in Book 801, at Page 12 of the Utah County Records (the “**1958 Deed No. 2**”), granting in favor of LA&SLRC and D&RGWRC, their successors and assigns, a right-of-way and easement for railroad and incidental purposes (“**Easement No. 11**”) across, on, over and upon certain real property described in the 1958 Deed No. 2;

(xii) That certain Deed of Conveyance with Grants of Easement, dated September 12, 1968 and recorded September 20, 1968, as Entry No. 9418, in Book 1122, at Page 111 of the Utah County Records (the “**1968 Deed**”), which discloses that the following parties to the following instruments (the “**1968 Deed Instruments**”) were given certain rights stated therein (collectively, “**Easement No. 12**”) across, on, over and upon certain real property described in the 1968 Deed and/or the 1968 Deed Instruments:

- Ironton Plat Interchange Agreement, Audi No. 4217, LA&SLRC (part of Union Pacific Railroad System) and Columbia Steel Corporation, dated June 10, 1923;
- Spur Track Agreement, dated November 30, 1923, between Columbia Steel Corporation and LA&SLRC; and
- Agreement CO 34034-A, dated July 7, 1953, between United States Steel Corporation and LA&SLRC and D&RGWRC adopting the May 7, 1948 Railroad Trackage Agreement LD No. 13711 between Kaiser-Frazer Parts Corporation and the Railroad Companies.

[Signature Page Follows]

WITNESS the hand of said Grantor this 24th day of September, 2020.

GRANTOR:

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

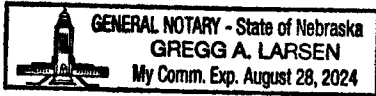
Attest:



By: Chris Doble
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 24th day of September, 2020, by Chris D. Goble, Assistant Vice President – Real Estate, and B.J. Kubert, Assistant Secretary, of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of said corporation.



Gregg A. Larsen
Notary Public

My Commission Expires:
August 28, 2024


Residing at:
Nebraska

WITNESS the hand of said Grantee this 17th day of September, 2020.

GRANTEE:

VISTA HEIGHTS INVESTMENTS LOT 2, LLC,
a Utah limited liability company

By: STS-Diamond, LLC, its Manager

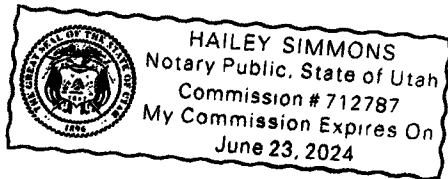
By: 
Thomas D. Stuart, its Manager

STATE OF UTAH)
) ss.
COUNTY OF Davis)

Thomas D. Stuart, as Manager of STS-Diamond, LLC, a Utah limited liability company, which is the Manager of VISTA HEIGHTS INVESTMENTS LOT 2, LLC, a Utah limited liability company, known to me (or proved on the basis of sufficient identification) to be the person whose name appears above, personally appeared before me and acknowledged the foregoing instrument this 17th day of September, 2020.

WITNESS my hand and official seal.

(Seal)





Notary Public

EXHIBIT A
to Quitclaim Deed and Release

Legal Description

Parcel No. 47:344:0002

Lot 2 of New Vista Subdivision Plat "B", according to the official plat thereof, on file and of record in the Utah County Recorder's office, Utah County, Utah, recorded July 19, 2018 as Entry No. 67827:2018.

Parcel No. 47:344:0003

Parcel 1 of NEW VISTA SUBDIVISION PLAT "B", according to the official plat thereof, on file and of record in the Utah County Recorder's office, Utah County, Utah, recorded July 19, 2018 as Entry No. 67827:2018.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land located in the Northeast quarter of Section 20, Township 7 South, Range 3 East, Salt Lake Base and Meridian, being further described as follows:

Beginning at a point being North 89°35'40" East 328.07 feet along the section line and South 2098.63 feet from the North quarter corner of said Section 20; thence North 22°01'50" West 843.93 feet; thence North 81°45'00" East 242.91 feet; thence South 24°21'00" East 651.88 feet; thence South 40°47'00" West 294.87 feet to the point of beginning.

Parcel No. 35:612:0002

Lot 2, Plat "A", Amended Birka Pointe Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.