

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

RG Lakeview, LLC
2265 E. Murray Holladay Road
Holladay, Utah 84093

CT-151112-mctt

(Space Above for Recorder's Use Only)

3078-02

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, successor in interest through merger with The Western Pacific Railroad Company, a Delaware 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 **RG LAKEVIEW, LLC**, a Utah limited liability company, whose address is 2265 E. Murray Holladay Road, Holladay, Utah 84093 ("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 Tooele 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; and

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

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, the burden of which will be binding on the successors and assigns of Grantee, and the benefit of which will inure to the successors and assigns of Grantor. 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. Grantee, for itself, its successors and assigns 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 that the Property has been used for, among other things, railroad, commercial and industrial purposes. Grantor makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property or any improvements located thereon, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and 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 8th day of December, 2021.

Attest:

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

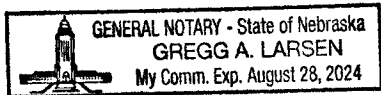
John A. Menicucci, Jr.
Assistant Secretary

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 8th day of December, 2021, by Chris D. Goble and John A. Menicucci, Jr., 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.



Gregg A. Larsen
Notary Public

(Seal)



EXHIBIT "A"

December 7, 2021

**UP Railroad Strip Description
Surveyed Parcel**

A parcel of land located in the North Half of Section 2, Township 3 South, Range 5 West, the Southeast Quarter of Section 34 and the Southwest Quarter of Section 35, Township 2 South, Range 5 West, all of the Salt Lake Base and Meridian, Tooele County, Utah, described as follows:

BEGINNING at a point on the north line of Lot 1, Deseret Peak P.U.D. Phase 5, said point being North $00^{\circ}13'35''$ West 68.10 feet along the west line of Section 2, Township 3 South, Range 5 West, Salt Lake Base and Meridian as it is depicted on the Tooele County Dependent Resurvey Plat of said Township and Range and North $89^{\circ}38'53''$ East 2,954.65 feet from the Tooele County Dependent Resurvey marking the West Quarter Corner of said Section 2, and thence North $37^{\circ}43'59''$ West 4,741.37 feet; to a point of tangency of a 5,779.65 foot radius curve to the right; thence Northwesterly 58.30 feet along the arc of said curve through a central angle of $00^{\circ}34'41''$ and a long chord of North $37^{\circ}26'39''$ West 58.30 feet to the east line of Gunderson Acres; thence along said line North $00^{\circ}55'40''$ West 172.08 feet to a point on the arc of a 5,679.65 foot non-tangent curve to the left; thence Southeasterly 196.12 feet along the arc of said curve through a central angle of $01^{\circ}58'42''$ and a long chord of South $36^{\circ}44'38''$ East 196.11 feet; thence South $37^{\circ}43'59''$ East 4841.75 feet; thence North $82^{\circ}37'30''$ West 141.69 feet to the POINT OF BEGINNING.

Said parcel contains 491837 square feet or 11.29 acres, more or less.

Mark N Gregory
P.L.S. No 334576