

TOOELE COUNTY  
47 SOUTH MAIN  
TOOELE, UT 84074  
STIA UT 80032

Ent: 271996 - Pg 1 of 7  
Date: 11/16/2006 2:20 PM  
Fee: \$22.00 Check  
Filed By: KL  
CALLEEN B PESHELL, Recorder  
Tooele County Corporation  
For: SECURITY TITLE ( TOOELE )

98-000-0-0039

2282-71

### QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, successor in interest by merger to Union Pacific Railroad Company, a Utah corporation and which through merger with the Los Angeles & Salt Lake Railroad Company became successor in interest to the Property described herein ("Grantor") in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto COUNTY OF TOOELE, a political subdivision of the State of Utah ("Grantee") whose address is 47 South Main Street, Tooele, Utah 84074 and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Tooele County, State of Utah, as more particularly described in **Exhibit A**, hereto attached and hereby 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 underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual rights to explore for, remove and dispose of said minerals by any means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by the Grantee, its successors and assigns.

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

1. Fence Covenant. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the easterly 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. Grantee shall submit the plans for the fencing or barrier construction to:

Vice President-Engineering Management  
Union Pacific Railroad Company  
1400 Douglas Street, Mail Stop 0910  
Omaha, Nebraska 68179

with copy of transmittal to:

Assistant Vice President - Real Estate  
Union Pacific Railroad Company  
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.

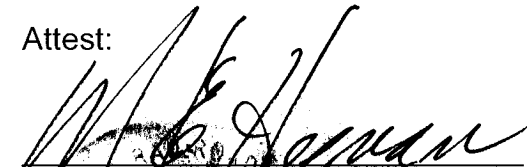
2. Restriction on Use. Buildings or structures for human occupancy must not be constructed or placed on the Property, including, without limitation, homes (including, without limitation, mobile homes), apartments, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers.

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

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the 10<sup>th</sup> day of November, 2006.

Attest:

UNION PACIFIC RAILROAD COMPANY

  
Assistant Secretary

By   
Tony K. Love - AVP - Real Estate



Grantee hereby accepts this Deed and agrees for itself, its successors and assigns, to be bound by the covenants set forth herein.

Dated this 10<sup>th</sup> day of NOV., 2006.

COUNTY OF TOOELE

By: [Signature]  
Its: Commissioner chairman

ACKNOWLEDGMENTS

STATE OF NEBRASKA )  
   ) ss.  
COUNTY OF DOUGLAS )

On this 10<sup>th</sup> day of November, 2006, before me, Jill Bazzell, Notary Public in and for said County and State, personally appeared Tony K. Love and Mike Heenan who are the Assistant Vice President and the Assistant Secretary, respectively, of Union Pacific Railroad Company, a Delaware corporation, and who are personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to in the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

[Signature]  
Notary Public

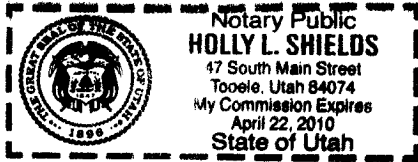
STATE OF UTAH

COUNTY OF Tooele ) ss.

On this 6 day of November, 2006, before me, Holly L Shields  
Notary Public in and for said County and State, personally appeared Dennis L Rockwell  
who is the Commission Chairman of County of Tooele, a political subdivision  
of the State of Utah, and who is personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to in the within  
instrument, and acknowledged to me that he/she executed the same in his/her authorized  
capacity, and that by his/her signature on the instrument the person, or the entity upon  
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Holly L Shields  
Notary Public



**EXHIBIT "A"**

A PARCEL OF LAND SITUATED IN LOT 1 OF SECTION 26 AND LOT 3 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN IN TOOELE COUNTY, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26; THENCE ALONG THE EAST LINE OF SAID SECTION 26, NORTH A DISTANCE OF 607.2 FEET, TO THE SOUTHEAST CORNER OF A PARCEL OF LAND CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO THE DESERET LIVESTOCK COMPANY, BY QUITCLAIM DEED DATED OCTOBER 8, 1951, UPRRCO. L.S.D.A. 2062, RECORDED IN THE OFFICIAL RECORDS OF TOOELE COUNTY, DECEMBER 19, 1951, BOOK 4-E, PAGES 240 AND 241; THENCE ALONG THE EAST LINE OF SAID DEEDED PARCEL AND ALONG SAID EAST LINE OF SECTION 26, NORTH, A DISTANCE OF 412.68 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE EAST LINE OF THAT CERTAIN 100.0-FOOT RIGHT OF WAY LEASED BY LOS ANGELES & SALT LAKE RAILROAD COMPANY TO THE STATE ROAD COMMISSION OF UTAH AND THE COUNTY OF TOOELE FOR HIGHWAY PURPOSES BY AGREEMENT DATED FEBRUARY 3, 1930, LA&SL LEASE AUDIT NO. 7661-1; THENCE CONTINUING ALONG SAID EAST LINE OF SECTION 26, NORTH, A DISTANCE OF 100.07 FEET, MORE OR LESS, TO A POINT WHICH IS 25.0 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID 100.0-FOOT LEASED RIGHT OF WAY; THENCE ALONG A LINE PARALLEL WITH AND 25.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF THE 100.0-FOOT LEASED RIGHT OF WAY, NORTH 14°28' EAST, A DISTANCE OF 109.61 FEET, TO A POINT IN THE SOUTH LINE OF SAID LOT 3 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF LOT 3 OF SECTION 25, EAST A DISTANCE OF 25.82 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO THE STATE ROAD COMMISSION OF UTAH, BY QUITCLAIM DEED DATED JULY 2, 1937, UPRRCO. L.S.D.A. 719, RECORDED IN THE OFFICIAL RECORDS OF TOOELE COUNTY, NOVEMBER 27, 1937, BOOK 3Y, PAGE 79; THENCE ALONG THE WEST LINE OF SAID DEEDED PARCEL, NORTH 14°28' EAST, A DISTANCE OF 226.0 FEET, TO A WESTERLY CORNER OF A PARCEL; OF LAND CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO B.A. WILLIAMS, ET UX, BY QUITCLAIM DEED DATED JANUARY, 11, 1950, UPRRCO. L.S.D.A. 1871, RECORDED IN THE OFFICIAL RECORDS OF TOOELE COUNTY, MARCH 6, 1950, BOOK 4-D, PAGES 333 AND 334; THENCE ALONG THE WEST LINE OF SAID DEEDED PARCEL, NORTH 14°28' EAST, A DISTANCE OF 743.48 FEET TO THE MOST NORTHERLY CORNER OF SAID DEEDED PARCEL; THENCE ALONG THE EAST LINE OF SAID DEEDED PARCEL, SOUTH 6°16'04" EAST, A DISTANCE OF 944.34 FEET, TO A POINT IN SAID SOUTH LINE OF LOT 3 OF SECTION 25; THENCE ALONG SAID SOUTH LINE OF LOT 3, EAST, A DISTANCE OF 173.87 FEET, MORE OR LESS, TO A POINT 100.0 FEET DISTANT

SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTERLINE OF THE MAIN TRACK OF THE LOS ANGELES & SALT LAKE RAILROAD COMPANY AS NOW CONSTRUCTED AND OPERATED; THENCE ALONG A LINE PARALLEL WITH AND 100.0 FEET DISTANCE SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTERLINE OF MAIN TRACK, NORTH 13°14' WEST, A DISTANCE OF 118.81 FEET, TO A POINT OPPOSITE THE BEGINNING OF AN INCREASING UNION PACIFIC 55-MPH SPIRAL CURVE TO THE RIGHT IN SAID CENTERLINE OF MAIN TRACK, HAVING ELEVEN 30-FOOT CHORDS AND ONE 17.25-FOOT CHORD, AND A SPIRAL ANGLE OF 4°22'26"; THENCE CONTINUING NORTH 13°14' WEST, A DISTANCE OF 131.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 2575.16 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 4°22'26", AN ARC DISTANCE OF 196.58 FEET; THENCE TANGENT TO THE END OF THE LAST-DESCRIBED CURVE, NORTH 08°51'34" WEST, A DISTANCE OF 26.19 FEET, TO A POINT THAT IS 100.0 FEET WESTERLY, MEASURED RADIALLY FROM SAID CENTERLINE OF MAIN TRACK, OPPOSITE THE END OF SAID SPIRAL CURVE IN SAID CENTERLINE, SAID POINT ALSO BEING THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2378.34 FEET; THENCE NORTHERLY ALONG SAID CURVE AND CONCENTRIC WITH SAID CENTERLINE OF MAIN TRACK, THROUGH AN ANGLE OF 20°38'49", AN ARC DISTANCE OF 857.05 FEET, MORE OR LESS, TO A POINT IN THE EAST-WEST CENTERLINE OF SAID SECTION 25; THENCE ALONG SAID EAST-WEST CENTERLINE OF SECTION 25, WEST, A DISTANCE OF 69.96 FEET, MORE OR LESS, TO A POINT 875.0 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED BY THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY TO THE UNION PACIFIC RAILROAD COMPANY BY QUITCLAIM DEED DATED JULY 24, 1968, RECORDED IN THE OFFICIAL RECORDS OF TOOELE COUNTY, AUGUST 26, 1968, BOOK 81, PAGE 552; THENCE ALONG THE EAST LINE OF SAID DEEDED PARCEL, SOUTH 26°31'38" WEST, A DISTANCE OF 952.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25,584.79 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH AN ANGLE OF 1°15'23", AN ARC DISTANCE OF 561.02 FEET, MORE OR LESS, TO THE SHORE LINE OF THE GREAT SALT LAKE; THENCE ALONG SAID SHORE LINE OF THE GREAT SALT LAKE, APPROXIMATELY SOUTH 13°34'54" WEST, A DISTANCE OF 496.99 FEET, MORE OR LESS, TO A POINT THAT IS NORTH 75°00'00" WEST, A DISTANCE OF 282.9 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL OF LAND CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO THE DESERET LIVESTOCK COMPANY; THENCE SOUTH 75°00' EAST, A DISTANCE OF 282.9 FEET TO THE SOUTHWEST CORNER OF SAID DEEDED PARCEL OF LAND; THENCE ALONG THE WEST LINE OF SAID DEEDED PARCEL, NORTH 14°28' EAST, A DISTANCE OF 398.64 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF THE ABOVE-DESCRIBED PREMISE, HERETOFORE CONVEYED BY THE UNION PACIFIC RAILROAD COMPANY TO THE UNION PACIFIC RAILROAD COMPANY TO THE UNION PACIFIC LAND RESOURCES CORPORATION BY QUITCLAIM DEED DATED APRIL 1, 1971, UPRRCO. L.S.D.A. 3719, RECORDED IN THE OFFICIAL RECORDS OF TOOELE COUNTY, UTAH, DECEMBER 27, 1971, IN BOOK 108, PAGE 528.

CONTAINING A NET AREA OF 7.56 ACRES, MORE OR LESS.

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FJF