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EN PT AB

RECORDED AT REQUEST OF  
R.C. Willey Home Furnishings  
1955 NOV -8 PM 1:30  
CARRI-DREAM PAGE  
DAVIS COUNTY RECORDER  
DEPUTY MC FEE 10<sup>00</sup>

QUITCLAIM DEED

SE 11-4N-2W

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services under and pursuant to the powers and authority contained in applicable provisions of the Federal Property and Administrative Services Act of 1949, 63 Stat. 377, as amended, and regulations and orders promulgated thereunder, (hereinafter referred to as "Grantor"), for a monetary consideration of Six Hundred Eleven Thousand Dollars (\$611,000), and other valuable consideration, does hereby convey and quitclaim to R.C. WILLEY HOME FURNISHINGS, a Utah corporation, 1693 W. 2700 S., Syracuse, Utah 84041 (hereinafter referred to as "Grantee"), its successors and assigns, all of Grantor's right, title and interest in and to the following described property (hereinafter referred to as "Property") situated in Davis County, State of Utah.

A parcel of land located in the Southeast Quarter of Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, being more fully described as follows:

RT 12-06S-0075

Beginning at a point which lies North 1,564.76 feet, and West 963.74 feet from the Southeast Corner of said Section 11, said point being further identified by existing Survey Monument being a brass cap set in concrete and numbered AAA#17, thence North 31°58'30" West along the West line of 7th Street 749.70 feet; thence South 57°59'59" West along the North line of "D" Street 594.72 feet to the centerline of 5th Street; thence South 31°58'01" East along said centerline 749.67 feet to the North line of "C" Street; thence North 58°00'11" East along said North line 594.46 feet to the POINT OF BEGINNING.

TOGETHER WITH all improvements and appurtenances thereon, including the railroad spur track, but EXCEPTING the underground fuel tank and its contents, pump house, and fuel lines located outside the south end of Building No. D-6, and to the fuel pump breaker switch (control mechanism) located in the transformer vault in Building No. D-6.

R.C. Willey Home Furn.  
1693 W 2700 S  
Syracuse 84041

10<sup>00</sup>

TOGETHER WITH a non-exclusive easement for ingress and egress from State Highway No. 108 (Syracuse Road), thence northerly on Third Street to "D" Street, thence easterly on "D" Street to 5th Street and 7th Street, thence southerly on 5th Street and 7th Street to the north line of "C" Street, the south line of the property herein being conveyed. No access is granted on "C" Street. The Grantee will be responsible for its pro rata share of the costs of maintenance of the aforementioned streets. Such costs to be shared equally among the abutting property owners using the roadways according to their degree of use. The Government's gate at "D" Street providing access to Third Street and the Grantee's gate at "D" Street providing access to 7th Street will be locked from 6:00 p.m. to 6:00 a.m. on weekdays and 24 hours per day on weekends and legal holidays. Access for Government purposes must be made available through these gates at all times. The Grantee, and its assigns, must arrange with the Building Manager, Clearfield Federal Depot, or his successor in function, for such access, either by providing said Building Manager with a duplicate key or by employing a double padlock system whereby each party shall have unrestricted access at all times.

TOGETHER WITH an easement on the west side of the centerline of 5th Street (also the westerly boundary of the property herein being conveyed) to within 10 feet of Building No. D-5 to permit truck maneuvering for Building No. D-6 loading and unloading. Grantor, and its assigns, covenants that it will not unduly restrict the truck loading of Grantee, and its assigns, with respect to this easement.

RESERVING TO the United States of America, and its assigns, an easement on the east side of the centerline of 5th Street (also the westerly boundary of the property herein being conveyed) to within 10 feet of Building No. D-6 to permit truck maneuvering for Building No. D-5 loading and unloading. The Grantee, and its assigns, by acceptance of this deed covenants that it will not unduly restrict the truck loading of the Grantor, or its assigns, with respect to this easement.

RESERVING TO the United States of America, and its assigns, the right of ingress and egress over those portions of 5th Street and "D" Street lying within the property herein being conveyed.

RESERVING TO the United States of America, and its assigns, the right of uninterrupted access to an underground fuel tank and its contents, pumphouse, and fuel lines located outside the south end of Building No. D-6, and to the fuel pump breaker switch (control mechanism) located in the transformer vault in Building No. D-6. Title to these improvements will remain vested in the Government inasmuch as they serve as a backup fuel system serving the Government-owned buildings at the Depot. The Government will be responsible for the operation and maintenance of them.

SUBJECT TO the provisions of the Certificate of Appropriation of Water Application No. 14941, Certificate No. 4420 issued by the State of Utah to the United States, Department of Navy, Navy Supply Depot, Ogden, Utah, Appropriator, dated January 28, 1952.

SUBJECT TO all taxes lawfully accrued and unpaid, all special taxes and assessments, and to existing easements, licenses, permits, and grants of any kind for roads, streets, highways, rights-of-way, public utilities, pipelines, waterlines, sewers, ditches, and transmission lines which may be reserved to or outstanding in third parties, in, on, over, or across said property, whether of record or not.

THE CONVEYANCE of the above-described property is made and accepted upon each of the following conditions which shall be binding upon and enforceable against the Grantee, its successors and assigns:

1. Grantee has the right of joint use of the connecting lead railroad spur tracks between the property herein conveyed and the point of connection with the Union Pacific Railroad branch line. Such use is subject to joint use by the Grantor, and its assigns, and property owners to the north, and their assigns, on their properties to the north. The Grantor, and its assigns, further retain the right to use the spur track running through the property herein being conveyed to the property to the south.

2. The Union Pacific and Denver & Rio Grande Western Railroad Companies have agreed to provide service to the Grantor on the trackage within the Government property, including the property herein conveyed, subject to the terms of Agreement No. CD No. 47431-14 dated September 19, 1973 and subsequent Extension Rider LD No. 19358-2, CD No. 47431-14, D&RGW26787. Therefore, the Grantee agrees to assume all of the Grantor's obligations, including maintenance, under the agreement pertaining to the trackage within the property herein being conveyed. Further the Grantee agrees to share jointly in the maintenance of the lead railroad spur track between the property herein conveyed and the connection with the Union Pacific Railroad based on carload shipments or some other equitable proportionate basis. The Grantee will furnish the Grantor with a detailed record of carload shipments on request. Assignment of the Grantor's rights under the agreement is subject to prior approval, in writing, from the railroad companies.

3. The Grantee agrees to maintain the existing chain link fence between the southeast corner of Building No. D-7 and the adjoining owner's fence on the south and between the northeast corner of Building No. D-7 and the adjoining owner's fence on the north in good condition, since these fences preserve Depot security.

4. The Grantee agrees to secure the approval of the GSA Building Manager, Clearfield Federal Depot, or his successor in function, prior to the erection of any fence on the property herein being conveyed. No fence shall be erected farther than 10 feet from Building No. D-6 on the 5th Street side, nor farther than 5 feet from Buildings No. D-6 and No. D-7 on the "C" Street side.

5. The Grantee agrees to assume the cost of any disconnection/connection and remetering of utilities at no cost to the Government.

6. The Grantee agrees to erect a chain link fence seven feet in height with a bar and 3 strands of barbed wire at the top along the north end of Building No. D-5. The fence is to be connected to the northeast corner and the northwest corner of the building and extend 10' outward from each corner. Both extensions are to be connected by a fence approximately 200 lineal feet in length. A personnel gate is required in one of the 10' lengths of fencing to allow for maintenance of the property.

TO HAVE AND TO HOLD the Property together with all the privileges and appurtenances thereto belonging, unto Grantee, its successors and assigns, forever.

BY ACCEPTANCE of this deed, the Grantee herein named covenants for itself, its heirs and assigns, and every successor in interest to the property herein described, or any part thereof, that any construction or alteration is prohibited unless a determination of no hazard to air navigation is issued by the Federal Aviation Administration in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable Airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

The Property was both duly determined to be surplus to the needs and requirements of the United States of America and assigned to General Services Administration for disposal pursuant to authority contained in the said Federal Property and Administrative Services Act as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective as of October 21, 1985.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

By [Signature]  
Director  
Disposal Division  
Office of Public Buildings  
and Real Property

GENERAL SERVICES  
ADMINISTRATION

1048

STATE OF WASHINGTON)

COUNTY OF KING )

On this 15<sup>th</sup> day of November, 1985, before the undersigned, a Notary Public in and for the State of Washington, personally appeared Kenneth E. Lindebak, to me known to be the Director, Disposal Division, Office of Public Buildings and Real Property, General Services Administration, Region 10, and to me known to be the individual described in and who executed the foregoing instrument and who under oath stated that he was duly authorized, empowered, and delegated by the Administrator of General Services to execute the said instrument and acknowledge the foregoing instrument to be his free and voluntary act and deed, acting for and on behalf of the Administrator of General Services, acting for and on behalf of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

Michael Wm. Hughes  
Notary Public in and for the  
State of Washington, residing at  
Port Orchard.