

BOOK 1085

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DAVIS COUNTY RECORDER  
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RECORDED AT THE REQUEST OF:

First Security Bank of Utah,  
National Association

WHEN RECORDED, MAIL TO:

FIRST SECURITY BANK OF UTAH, National Association  
ATTN: MORTGAGE LOAN DIVISION, (IPFD)  
DENNIS DALLINGA  
2404 Washington Boulevard  
Ogden, Utah 84401

Loan Number 31-113-000-0200168-S

SE-11-47-24

QUIT-CLAIM DEED  
(Corporate Form)

R. C. WILLEY HOME FURNISHINGS, a corporation organized and existing under the laws of the State of Utah with its principal office at Syracuse City, County of Davis, State of Utah, as Grantor, hereby QUIT CLAIMS to FIELDCREST LTD., a Utah limited partnership, of Clearfield City, County of Davis, State of Utah, for the sum of TEN and no/100's Dollars, (\$10.00\*), and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land 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:

BEGINNING at a point which lies North 1,564.76 feet, and West 963.74 feet, and South 58°00'11" West 287.76 feet from the Southeast corner of said Section 11, said point is on the North line of "C" Street, and is South 58°00'11" West 287.76 feet from a existing survey monument being a brass cap set in concrete and stamped AAA#17; thence North 31°58'15" West along the centerline of a railroad track 749.68 feet to the North side of "D" Street; thence South 57°59'59" West along said North line 306.65 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 306.7 feet to the point of BEGINNING, Containing 5.28 Acres Area.

12-065-0077

SUBJECT TO, all rights reserved to the United States Government (herein the "Government"), relating to the above described property and the responsibilities of Grantee as set forth in that certain Quit Claim Deed from the Government to R.C. Willey Home Furnishings (Grantor herein), dated October 21, 1985 and recorded November 1, 1985 as Entry Number 718397, in Book 1060, at Page 1041 et seq., in the official records of the County Recorder of Davis County, State of Utah. The responsibilities set forth in said Quit Claim Deed relating to the above described property are to be assumed by the Grantee herein, including, but not limited to the following:

TOGETHER WITH, all improvements and appurtenances thereon, including the railroad spur track, but excepting the 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.

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; thence Southerly on 5th Street to the North line of "C" Street: 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 road ways according to their degree of use. The Government's gate at "D" Street providing access to Third 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 this gate 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 part 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.

TOGETHER WITH, a non-exclusive easement for railroad spur track usage on the 749.68 foot long by 3.5 foot wide strip of land which bears North 31°58'15"East, and is contiguous with the entire East side of the Building D-6 property above described, allowing the Building D-6 owner usage of all of the center railroad spur track.

RESERVING TO GRANTOR, 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 7th Street, thence Southerly on 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 Grantor 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 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 this gate 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.

RESERVING TO GRANTOR, and its successors and assigns a non-exclusive easement for railroad spur track usage over a strip of land 749.68 feet by 3.5 feet along the entire East boundary of the Building D-6 property herein being conveyed, said easement bearing North 31°58'15" East, allowing Grantor usage of all of the center railroad spur track.

SUBJECT TO THE RESERVATION IN the Government, and its assigns, for 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 Government, or its assigns, with respect to this easement.

SUBJECT TO THE RESERVATION IN the Government and in Grantor, and its assigns for the right of ingress and egress over those portions of 5th Street and "D" Street lying within the property herein being conveyed.

SUBJECT TO THE RESERVATION IN the Government, and its assigns, for 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 Government and its assigns, the Grantor, and its successors and assigns, and property owners to the North, and their assigns, on their properties to the North. The Government and its assigns, the Grantor, and its successors and 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 and Grantee 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 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 Building No. D-6 on the "C" Street side.

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

5. 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.

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.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 24th day of April, 1986.

R.C. WILLEY HOME FURNISHINGS,  
a Utah corporation

BY: \_\_\_\_\_  
\_\_\_\_\_

*Robert B. Cheney*  
Robert B. Cheney

TITLE: Vice President

Attachment to Quit Claim Deed  
 Fieldcrest Ltd.  
 April 24 ,1986

## CORPORATION ACKNOWLEDGEMENT

STATE OF UTAH                    )  
   : ss.  
 COUNTY OF DAVIS                )

On the 24th day of April, 1986, personally appeared before me Robert B. Cheney, who being by me duly sworn, did say that he is the Vice President of R.C. WILLEY HOME FURNISHINGS, a Utah corporation and that the above instrument was signed on behalf of said Corporation by authority of its ByLaws and said Robert B. Cheney acknowledged to me that said Corporation executed the same.

*Dennis L. Dallinga*  
 Notary Public

My Commission Expires: October 24, 1987  
 Residing at: Clearfield, Utah

