

E 2235181 B 4197 P 1052-1054
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
1/11/2007 3:10:00 PM
FEE \$14.00 Pgs: 3
DEP eCASH REC'D FOR THE TALON GROUP

WHEN RECORDED, MAIL TO:
Utah Transit Authority
Real Estate Department
3600 South 700 West
Salt Lake City, Utah 84119

144129JS

QUITCLAIM DEED
(CORPORATION)

Tax ID No. 06-094-0023
Parcel No. NSL-20
Project No. SLC/WC Commuter Rail

GENERAL ELECTRIC COMPANY, A NEW YORK CORPORATION, ("Grantor"), hereby CONVEYS to the UTAH TRANSIT AUTHORITY, ("Grantee") and does hereby absolutely remise, release, and forever quitclaim to Grantee all right and title as Grantor has in or to, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the following described parcel of land ("Property") in Davis County, State of Utah, to-wit:

A PARCEL OF LAND IN FEE FOR THE "WEBER COUNTY TO SALT LAKE COMMUTER RAIL", A UTAH TRANSIT AUTHORITY PROJECT, BEING PART OF THE SELLER'S PROPERTY DEFINED IN THAT CERTAIN WARRANTY DEED, RECORDED APRIL 12, 1971, AS ENTRY 349834, BOOK 453, PAGE 642, AND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF THE OREGON SHORT LINE RAILROAD AND THE SOUTH LINE OF 1100 NORTH STREET, SAID POINT BEING NORTH 00°05'37" WEST 1839.61 FEET ALONG THE SECTION LINE TO SAID SOUTH LINE AND SOUTH 89°52'39" EAST 224.77 FEET ALONG SAID SOUTH LINE FROM THE SOUTHWEST CORNER OF SAID SECTION 36 (THE WEST QUARTER CORNER POSITION OF SAID SECTION 36 BEING SOUTH 89°52'34" EAST 278.58 FEET AND NORTH 00°05'09" WEST 824.15 FEET FROM THE MONUMENT AT THE INTERSECTION OF 1100 NORTH AND 1100 WEST STREETS AS REFERENCED ON THE DAVIS COUNTY SURVEYOR'S SECTION CORNER TIE SHEET); THENCE SOUTH 89°52'39" EAST 39.19 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 14°38'16" WEST 28.53 FEET; THENCE NORTH 75°21'44" WEST 37.94 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 14°38'16" EAST 18.70 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

Under and subject to all taxes not yet due and payable.

Under and subject to any state of facts that would have been disclosed by an inspection or survey of the premises.

Under and Subject to the Restrictive Covenants contained in Exhibit "A", attached hereto and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, said Harry Stein – Director of Corporate Real Estate of General Electric Company has caused this instrument to be executed by its proper officers thereunto duly authorized, this 28th day of December A.D. 2006.

STATE OF NEW YORK)
) ss.
COUNTY OF ALBANY)

Harry Stein
By Harry Stein

On the date first above written personally appeared before me, Harry Stein, who, being by me duly sworn, says that he is the Director of Corporate Real Estate of GENERAL ELECTRIC COMPANY, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of the Director of Corporate Real Estate, and said Director of Corporate Real Estate acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Karen B. Simons
Notary Public

KAREN B. SIMONS
Notary Public, State of New York
Qualified in Albany County
No. 02SIS023804
Commission Expires Feb. 14, 2010

Exhibit "A"

Restrictive Covenants

A. Restrictive Covenants. Grantee accepts the Property in an "as is" condition. Grantee hereby acknowledges and agrees that as a material inducement to Grantor's agreeing to consummate the transaction under this Deed, the conveyance of the Property shall be subject to the following restrictive covenants (collectively "Restrictions"), which Restrictions shall be perpetual, shall run with the land and shall be binding upon Grantee, its representatives, employees, contractors, tenants, licensees, invitees, successors and/or assigns (collectively "Current Owner"):

(i) **Limited Use Only.** The Property and any buildings and other improvements to be erected thereon shall be used solely for commercial, industrial, warehouse and retail and wholesale sales only and for no other purpose whatsoever, notwithstanding that other uses may be permitted by the applicable zoning or other ordinances now or in the future affecting the Property. Further, notwithstanding any of the foregoing and even though such may constitute a "commercial" or other permitted use, in no event shall the Property be used for any residential purposes, residential-like purposes, childcare center, playgrounds, parks or other outdoor recreational activities, school, elder care facility, nursing home, hotel, motel or hospital.

(ii) **Groundwater Use Restriction.** No part of the groundwater shall be used for any use or purpose whatsoever, including, without limitation, industrial, commercial, residential, drinking, or irrigation purposes.

(iii) **Remedies for Violation of the Restrictions.** If the Current Owner (or its successors) breaches or violates either of these Restrictions, then Grantor or its designee shall have the right to obtain injunctive relief to ensure compliance by the breaching or violating party (e.g., the Current Owner, its successors) with these Restrictions and to pursue all other remedies which may be available to Grantor or its designee at law and in equity, including, but not limited to specific performance and/or action for money damages. In addition, the breaching or violating party (e.g., the Current Owner, its successors) shall be liable for all attorney's fees, consultant fees and all other reasonable costs and expenses incurred by Grantor or its designee in enforcing these Restrictions.

B. Grantee's Release and Covenant Not To Sue. AS AN INDUCEMENT TO, AND AS FURTHER CONSIDERATION FOR, GRANTOR AGREEING TO SELL THE PROPERTY TO GRANTEE UPON THE TERMS AND CONDITIONS SET FORTH IN THIS DEED, GRANTEE COVENANTS AND AGREES THAT, UPON THE CLOSING OF TITLE TO THE PROPERTY, GRANTEE SHALL FOREVER RELEASE GRANTOR AND COVENANT NOT TO SUE GRANTOR OR GENERAL ELECTRIC COMPANY WITH RESPECT TO ANYTHING ARISING OUT OF THE ENVIRONMENTAL OR ANY OTHER CONDITION OF THE PROPERTY OR THE PRESENCE OF HAZARDOUS SUBSTANCES (AS HEREINAFTER DEFINED) IN, ON, UNDER, OR EMANATING FROM OR ONTO THE PROPERTY, REGARDLESS OF WHETHER SUCH ENVIRONMENTAL CONDITIONS OR THE PRESENCE OF HAZARDOUS SUBSTANCES IS KNOWN OR UNKNOWN BY GRANTEE AND REGARDLESS OF WHETHER SUCH CONDITION IS SET FORTH IN ANY ENVIRONMENTAL REPORTS, OR GRANTEE'S OWN ENVIRONMENTAL REPORTS. THE FOREGOING RELEASE AND COVENANT NOT TO SUE SHALL APPLY TO ALL CLAIMS AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, CLAIMS OR CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, STATUTORY CLAIMS UNDER ENVIRONMENTAL LAWS AND CLAIMS FOR CONTRIBUTION.

C. Definitions. As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive or which otherwise is regulated by or under "Environmental Laws". The term "Environmental Laws" means federal, state and local laws and regulations (and amendments thereto), judgments, orders and permits governing safety and health and the protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended (CERCLA), the Resource Conservation and Recovery Act, as amended 42 U.S.C. 6901 et seq., the Clean Water Act, 33 U.S.C. 1251 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and the Safe Drinking Water Act, 42 U.S.C. 300f through 300j. "Hazardous Substances" includes any and all materials or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local law. "Hazardous Substances" also includes asbestos, polychlorinated biphenyls ("PCBs"), petroleum products.