

Ent 1326444 Bk 2355 Pg 421
Date: 17-Aug-2022 01:39 PM Fee \$40.00
Cache County, UT
Devron Andersen, Rec. - Filed By SZ
For SARDINZ, LLC

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

Sardinz, LLC
2598 W 5700 S
Wellsville, Utah 84339

(Space Above for Recorder's Use Only)

3258-19

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 Oregon Short Line Railroad Company, a Utah 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 **SARDINZ, LLC**, a Utah limited liability company, whose address is 2598 W 5700 S, Wellsville, Utah 84339 ("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 Cache 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.

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

(a) Fence. Grantee, at its sole cost and expense, shall install, within ninety (90) days after the date of delivery of this instrument, and thereafter maintain fencing or other barriers to prevent access to or encroachment on the railroad right-of-way of Grantor adjacent to the trackside (Northerly) 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:

Union Pacific Railroad Company
Attn: Real Estate (Folder No. 3258-19)
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.

(b) Railroad Proximity.

(i) Grantee acknowledges that the property abutting the Northerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Grantee accepts the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Grantee agrees that, at Grantee's sole cost and expense, as part of the development of the Property, Grantee shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.

(ii) Grantee shall not, and hereby waives all rights to, (A) institute legal proceedings against Grantor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Grantor for all costs incurred by Grantor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.

(iii) If Grantee sells or leases all or any portion of the Property, Grantee shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects,

and to agree in writing, for the benefit of Grantor, to comply with the above covenants.

(c) 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 burdens of which will be binding on the successors and assigns of Grantee and the benefits 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" Sale. Grantee, for itself, its successors 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 Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantee acknowledges and agrees that any information Grantee may have received from Grantor or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) was furnished on the condition that Grantee would make an independent verification of the accuracy of the information. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. 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.)

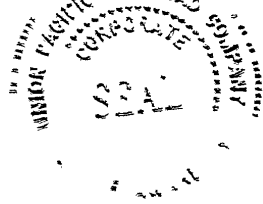
IN WITNESS WHEREOF, Grantor has caused these presents to be signed by its duly authorized officers the 18th day of July, 2022.

Attest:

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

Jean P. Sokolowicz
Assistant Secretary

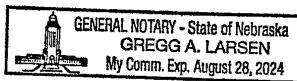
By: Chris D. Goble
Printed Name: Chris D. Goble
Title: Assistant Vice President – Real Estate



STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 18th day of July, 2022, by Chris D. Goble and Jason P. Sokolowicz, 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.



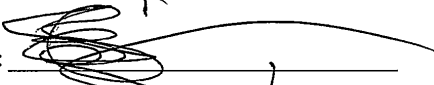
Gregg A. Larsen
Notary Public

(Seal)

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

Dated this 17th day of Aug, 2022.

SARDINZ, LLC,
a Utah limited liability company

By: 

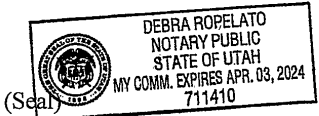
Printed Name: STEVEN KYRIOPOULOS

Title: principale principle

STATE OF UTAH)
)
COUNTY OF Cache) ss.

On this 17th day of Aug., 2022, before me
Debra Ropelato, a Notary Public, personally appeared
Steven G. Kyriopoulos of SARDINZ, LLC, a Utah limited liability
company, provided on the basis of satisfactory evidence to be the person whose name is subscribed
to in this instrument, and acknowledged he she executed the same.

WITNESS my hand and official seal.




Notary Public

EXHIBIT "A"

**LEGAL DESCRIPTION
WELLSVILLE, UTAH**

June 23, 2022

A portion of the SE1/4 of Section 35, Township 11 North, Range 1 West, Salt Lake Base & Meridian, located in Wellsville, Utah, more particularly described as follows:

Beginning at the northeast corner of that Real Property described in Deed Book 1885 Page 292 of the Official Records of Cache County, on the southerly right-of-way line of the Oregon Short Line Railroad and the westerly right-of-way line of US Highway 89/91 located N1°35'45"W along the Section line 1,494.43 feet and S88°24'15"W 873.99 feet from the Southeast Corner of Section 35, T11N, R1W, S.L.B. & M.; thence N89°17'26"W along said deed 297.35 feet; thence N0°42'34"E along said deed 61.50 feet to a point 50.00 offset perpendicularly to the south from the centerline of the existing tracks at Railroad Station 305+34.5; thence S89°17'26"E parallel with said centerline 344.00 feet to the westerly right-of-way line of said Highway; thence S37°53'23"W along said right-of-way 77.19 feet to the point of beginning.

Contains: 19,721+/- s.f.

Part of
11-087-000.8
0007

LD0325819