

1380719

## DEED OF EASEMENT

The Administrator of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority vested in him by 38 United States Code 5014 (72 Stat. 1254), he having deemed that it is advantageous to the Government, does hereby grant and convey, subject to the conditions hereinafter stated, without covenant or warranty of any kind, unto The Salt Lake City Corporation, State of Utah, hereinafter referred to as the Grantee, its successors and assigns, an 80-foot wide easement for public street purposes, in, over, upon, and across a portion of the lands of the Veterans Administration Twelfth Avenue Hospital Division, Fort Douglas Station, Salt Lake City 1, Utah, more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 179, Plat "D," Salt Lake City Survey, said point being 165.0 feet East of the Southwest corner of the Veterans Hospital property; thence North 61.67 feet; thence Northwesterly along a 221.131 foot radius curve to the left 184.037 feet; thence Northerly along a 253.651 foot radius curve to the right 125.60 feet; thence West 13.791 feet; thence North 170.5 feet; thence North 38016' East 167.00 feet; thence North 15052' East 115.27 feet to the Northwest corner of the Veterans Hospital property; thence East 102.693 feet; thence South 15052' West 76.784 feet; thence Southwesterly along a 270.402 foot radius curve to the right 151.66 feet; thence Southerly along a 173.561 foot radius curve to the left 290.0 feet; thence Southerly along a 301.131 foot radius curve to the right 250.617 feet; thence South 61.670 feet; thence West 80.0 feet to the point of beginning.

This Easement is granted subject to the following provisions and conditions:

1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area hereinabove described, such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement, provided that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
2. That the street shall be installed, maintained, repaired, and replaced by the Grantee within the easement area without cost or expense to the Government. The Grantee shall replace, repair, restore, or relocate the property of the Government affected or damaged directly or indirectly by the installation, maintenance, repair, and replacement of said street, all to the satisfaction of the Hospital Director, Veterans Administration Twelfth Avenue Hospital Division, Fort Douglas Station, Salt Lake City 1, Utah.
3. That the grant contained herein includes the use of the right of way by public utilities to the extent authorized and under the conditions imposed by the law of the State of Utah relating to the use of public streets.
4. No mining operations shall be conducted on the premises described above. No mineral shall be removed therefrom except such as is reasonably necessary incident to the utilization of the described premises for the purposes for which this easement is granted.

- 5. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.
- 6. That all right, title, interest and estate hereby granted shall cease and determine without affirmative declaration or act by the Government immediately upon abandonment or the failure to use the easement area solely for the purposes hereinabove stated or upon the failure of the Grantee or any successor in interest to perform and fulfill the provisions and conditions of this grant, and upon the occurrence of any such event, all of said right, title, and estate shall be deemed to have reverted in the Government.
- 7. That upon termination or forfeiture of this grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinabove described all structures, installations and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this 14 day of September, 1962.



*J. S. Gleason Jr.*  
 \_\_\_\_\_  
 J. S. GLEASON, Jr.  
 Administrator of Veterans Affairs

CITY OF WASHINGTON )  
DISTRICT OF COLUMBIA )

On this 14 day of Sep., 1962, before me a Notary Public in and for said District of Columbia, personally appeared J. S. Gleason, Jr., to me well known and known by me to be Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

*Harold [Signature]*  
 \_\_\_\_\_  
 Notary Public  
 District of Columbia



My Commission Expires:  
4-30-1963

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss

I, Herman J. Hogensen, City Recorder of Salt Lake City, Utah, do hereby certify that the attached DEED OF EASEMENT from UNITED STATES GOVERNMENT, DEPARTMENT OF VETERANS AFFAIRS was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this 11th day of October, A. D. 1962...

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt Lake City, Utah, this 11th day of October, A. D. 1962...

*Herman J. Hogensen*  
 \_\_\_\_\_  
 City Recorder of Salt Lake City, Utah

