

241159
QUITCLAIM DEED

ORIGINAL

8/4-11-47-2w 8/2-3-47-2w
8/12-24-47-2w
8/12-23-47-2w
8/2-26-47-2w

Recorded at request of *Clearfield City*
Date SEP 14 1962 at 3:30 P.M.
By *[Signature]*
EMILY I. ELDREDGE
Deputy Book
Page 250
Fee Paid 1.20
Records Office

THIS INDENTURE made this 10th day of August 1962,
by and between the UNITED STATES OF AMERICA, GRANTOR, acting by
and through the Secretary of Health, Education, and Welfare,
hereinafter referred to as the Secretary, and by the Regional
Director for Region VIII, Department of Health, Education, and
Welfare, under and pursuant to the powers and authority con-
tained in the Federal Property and Administrative Services Act
of 1949, hereinafter referred to as the Act, 63 Stat. 377, as
amended, 40 U.S.C.A. 471ff., and CLEARFIELD CITY CORPORATION,
in the County of Davis, State of Utah, GRANTEE.

WITNESSETH THAT

WHEREAS, the GRANTOR is the owner of a certain outfall
storm drainage sewer system consisting of concrete pipes and
earth-lined canal, together with 21.656 acres of perpetual ease-
ments, more particularly described hereinafter, in the County
of Davis, State of Utah; and

WHEREAS, the aforesaid property has been declared to be
surplus to the needs of the GRANTOR, and

WHEREAS, by letter dated June 14, 1962, the Administrator
of General Services assigned all of the aforesaid property to
the Secretary for disposal upon his recommendation that such
property is needed for health purposes in accordance with the
provisions of the Act, and that the Administrator of General
Services will interpose no objection to the transfer of the
aforesaid property to the GRANTEE for health purposes as per-
mitted by Section 503(k)(1) of the Act, 40 U.S.C.A. 484(k)(1),
and

WHEREAS, the said GRANTEE made application on March 3, 1961,
to purchase the said property under the provisions of the Act
and has made application for a public benefit allowance of one
hundred (100) percent of the fair market value of the property,
which fair market value is three hundred and twenty-five

thousand and seven hundred and fifty-five dollars (\$325,755.00), and proposes to utilize the aforesaid property for health purposes in accordance with its aforementioned application and with the terms and provisions of the Act; and

WHEREAS, the Secretary has accepted and approved the aforementioned application of the GRANTEE.

NOW, THEREFORE, the said GRANTOR, for and in consideration of the health benefit to be derived from the utilization of the property by the GRANTEE, in accordance with the plan contained in the aforementioned application of the GRANTEE, and also in consideration of the observance and performance by the GRANTEE of the covenants, conditions, reservations and restrictions hereinafter set forth, does hereby REMISE, RELEASE and QUITCLAIM unto the said GRANTEE, its successors and assigns, all of its right, title, interest, possession and property in and to the aforesaid property together with the in-place outfall storm drainage sewer system and the easements appertaining thereto which sewer system and easements are lying, being, and situated upon and within a parcel of land lying in sections 14, 23, 26 and 35, all in Township 4 North, Range 2 West, Salt Lake Base and Meridian, County of Davis, State of Utah, the same being more particularly described as follows, to wit.

"Beginning at the common quarter-section corner of sections 11 and 14, T. 4 N., R. 2 W., Salt Lake Base and Meridian, and running northerly along the quarter-section line thirty-three (33) feet to the southerly boundary line of the Clearfield Naval Supply Depot property; thence easterly along the southern boundary of the Clearfield Naval Supply Depot property, fifty (50) feet; thence southerly parallel to and fifty (50) feet easterly at right angles from the said quarter-section line nine hundred and seventy four (974) feet; thence to the left $14^{\circ} 02'$ 103.07 feet to a point seventy-five (75) feet east of the said quarter-section line of section 14; thence to the right $28^{\circ} 04'$ 103.07 feet to a point fifty (50) feet east of the above mentioned quarter-section line; thence southerly parallel to and fifty (50) feet easterly from the quarter-section lines of sections 14, 23, 26 and 35, successively, to the southerly boundary of the property of the Morton Salt Company, the same being the northerly shore of Great Salt Lake and two thousand nine hundred and thirty-four (2,934) feet, more or less, southerly from northerly boundary of section 35;

thence at right angles westerly fifty (50) feet to the quarter-section line of section 35; thence northerly along the quarter-section lines of sections 35, 26, 23, and 14, successively, a distance of eighteen thousand seven hundred and eighty-four (18,784) feet, more or less to the point of beginning, containing 21.656 acres, more or less, including 132 feet of 54-inch I.D. reinforced concrete pipe, 11,550 feet of 60-inch I.D. reinforced concrete pipe and 6,940' of outfall drainage ditch earth-lined canal 50" wide.

SUBJECT TO the easement of the Utah Power and Light Company, its successors and assigns, as described in the judgment of the court rendered on January 27, 1945, in United States of America v. 21.656 Acres of Land (U.S.D.C. D. Utah, N. Div., Civil Action No. 570), and to all other easements, liens, reservations, exceptions or interests of record existing on the above-described premises.

TOGETHER WITH, all and singular, the tenements, hereditaments and all appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rent, issues and profits thereof and also all the right, title, interest, estate, property, possession, claim and demand whatsoever in law as well as in equity of the said GRANTOR, of, in or to the foregoing described premises, for every part and parcel thereof, except as hereinafter otherwise expressly provided and except as the same or any thereof are hereinafter reserved, conditioned, limited or restricted.

TO HAVE AND TO HOLD the above-described property, together with the appurtenances, unto the said GRANTEE, its successors and assigns and each of them, PROVIDED, HOWEVER, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding and enforceable against the said GRANTEE, its successors or assigns, and each of them as follows:

1. That for a period of twenty (20) years from the date of this deed the above-described property herein conveyed shall be utilized continuously for health purposes in accordance with the proposed program and plan set forth in the aforementioned application of

the GRANTEE and for no other purpose.

- 2. That during the aforesaid period of twenty (20) years, the said GRANTEE will resell, lease, mortgage, encumber, hypothecate or otherwise dispose of the above-described property or any part thereof or interest therein only as the Secretary or his successor in function, in accordance with applicable regulations, may authorize in writing.
- 3. That one year from the date of this deed and annually thereafter for the aforesaid period of twenty (20) years, unless the Secretary or his successor in function otherwise directs, the GRANTEE will file with the Secretary or his successor in function reports on the operation and maintenance of the above-described property and will furnish, as requested, such other pertinent data evidencing continuous use of the property for the purpose specified in the aforementioned application of the GRANTEE.

In the event of a breach of any of the conditions set forth above either caused by the legal or other inability of said GRANTEE, its successors or assigns, to perform any of the obligations herein set forth, and the failure or refusal of the said GRANTEE to remedy such breach or to comply with the said conditions with 90 days after receipt of written notice from the Secretary, or his successor in function, of such default or

noncompliance, then, and in such event, all right, title, interest and estate in and to the above-described property shall, at option of the GRANTOR, revert to and become the property of the GRANTOR, which, in addition to all other remedies for such breach, shall have an immediate right of entry thereon, and the said GRANTEE, its successors or assigns, shall forfeit all right, title, interest and estate in and to the above-described property and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Secretary or his successor in function to insist in any one or more instances upon complete performance of any of the said conditions shall not be construed as a waiver or a relinquishment of the future performance of any such conditions, but the obligations of the said GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect; PROVIDED, FURTHER that in the event the GRANTOR fails to exercise its option to re-enter the premises for any such breach of said conditions within twenty-one (21) years from the date of this conveyance, the conditions set forth above together with all of the rights of the GRANTOR to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to or ownership of the above-described property is reverted to the GRANTOR for noncompliance or voluntarily reconveyed in lieu of reverter, the said GRANTEE, its successors and assigns, at the option of the Secretary or his successor in function, shall be responsible and shall be required to reimburse the GRANTOR for the decreased value of the above-described property not due to reasonable wear and tear, acts of God and alterations and conversions made by the said GRANTEE to adapt the property to the health use for which the property was acquired. The GRANTOR shall in addition thereto be reimbursed for such damages, including such costs as may be incurred in

recovering title to or possession of the above-described property, as it may sustain as a result of the noncompliance.

The said GRANTEE may secure abrogation of the conditions numbered 1, 2 and 3 herein by:

- a. Obtaining the consent of the Secretary or his successor in function; and
- b. Payment to the GRANTOR of the public benefit allowance granted to the said GRANTEE of one hundred (100) percent of the current market value of three hundred and twenty-five thousand and seven hundred and fifty-five dollars (\$325,755.00) less a credit at the rate of five (5) percent of said public benefit allowance for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the application.

The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, its successors or assigns, that if it or its successors or assigns shall cause any of said improvements conveyed by this deed to be insured against loss, damage or destruction and any such loss, damage or destruction shall occur during the period GRANTEE holds title to said property subject to the said conditions 1, 2 and 3, said insurance and all monies payable to the GRANTEE, its successors or assigns thereunder shall be held in trust by the GRANTEE, its successors or assigns, and shall be promptly used by the GRANTEE for the purpose of repairing such improvements and restoring the same to their former condition, or, if not so used, shall be paid over to the Treasurer of the United States of America in an amount not exceeding the unamortized public benefit allowance of the structures or improvements lost or destroyed.

The said GRANTEE by the acceptance of this deed, further covenants and agrees for itself, its successors and assigns that in the event the property conveyed hereby or any part thereof or

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interest therein is sold, leased, mortgaged, encumbered, exploited or otherwise disposed of, or is used for purposes other than those set forth in its aforementioned application without the consent of the Secretary, all revenues or the reasonable value, as determined by the Secretary, of benefits to the GRANTEE, its successors or assigns, deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, exploitation or use shall be considered to have been received and held in trust for the GRANTOR by the GRANTEE or its successors or assigns and shall be subject to the direction and control of the Secretary or his successor in function.

The said GRANTEE by the acceptance of this deed further covenants and agrees for itself, its successors and assigns that the UNITED STATES OF AMERICA shall have the right, during any period of emergency declared by the President of the United States or by the Congress of the United States, to the full unrestricted possession, control and use of the property hereby conveyed or of any portion thereof, including any additions or improvements thereto made subsequent to this conveyance. Prior to the expiration or termination of the period of restricted use by the GRANTEE, such use may be either exclusive or non-exclusive and shall not impose any obligation upon the UNITED STATES OF AMERICA to pay rent or any other fees or charges during the period of emergency except that the UNITED STATES OF AMERICA shall (i) bear the entire cost of maintenance of such portion of the property used by it exclusively or over which it may have exclusive possession or control, (ii) pay the fair share, commensurate with the use, of the cost of maintenance of such of the property as it may use non-exclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rent for the use of improvements or additions to the premises made by the said GRANTEE without Governmental aid, and (iv) be responsible for any damage to the property caused by its use, reasonable wear and tear and acts of God and the common enemy excepted.

In witness whereof, the parties hereto have caused this instrument to be executed on the year and day first above written.

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UNITED STATES OF AMERICA
Acting by and through the Secretary
of Health, Education, and Welfare,
GRANTOR
By Albert H. Rosenthal
Regional Director, Region VIII
Department of Health, Education,
and Welfare

STATE OF COLORADO)
)ss
City and County of Denver)

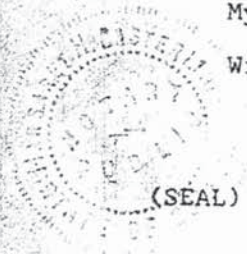
On this 10th day of September 1962, before me,

Margaret H. Castorline a Notary Public in and for the City and County of Denver, State of Colorado, personally appeared Albert H. Rosenthal, known to me to be the Regional Director for Region VIII, Department of Health, Education, and Welfare, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health, Education, and Welfare for the United States of America and acknowledged to me that he subscribed to the said instrument the name of the United States of America and the name of the Secretary of Health, Education, and Welfare on behalf of the United States of America, and further that the United States of America executed the said instrument.

My commission expires My Commission expires October 24, 1965

Witness my hand and official seal.

Margaret H. Castorline
Notary Public



(SEAL)

The GRANTEE hereby accepts this indenture subject to all of the terms and conditions contained therein.

IN WITNESS WHEREOF, the GRANTEE has caused these presents to be executed and to be signed by its Mayor and Recorder and its corporate seal to be affixed hereto.

CLEARFIELD CITY CORPORATION

By James Joseph Knight
Mayor

William J. Fisher
Recorder

ORIGINAL

State of Utah
County of Davis

On this 17th day of AUGUST 1962, before me,

Felshaw King a Notary Public in and for the
County of Davis, State of Utah, personally appeared
COLBEN GILES and CLARENCE JOSEPH KNIGHT,
known to me to be the Mayor and Recorder of the Clearfield City
Corporation, and also known to me as the persons who executed the
foregoing acceptance of the within instrument on behalf of said
Clearfield City Corporation and acknowledge to me that the said
Clearfield City Corporation hath freely and voluntarily accepted
the said instrument for the use and purposes therein set forth.

My commission expires _____.

Witness my hand and official seal.



Felshaw King
Notary Public