

Recorded JAN 6 1959 at 4:25 P. M.  
 Request of Salt Lake Abstracts  
 Fee Paid, Neke M. Jack,  
 Recorder, Salt Lake County, Utah  
 \$ 20.00 By W. W. [unclear] Deputy  
 Ref.

1570395

## QUITCLAIM DEED

THIS INDENTURE, made this 24th day of December, 1958, between the UNITED STATES OF AMERICA, acting by and through THE SECRETARY OF HEALTH, EDUCATION, AND WELFARE (herein called the Secretary), acting by and through the REGIONAL DIRECTOR FOR REGION VIII OF THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE (herein called the Department) under and pursuant to the powers and authority contained in the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, GRANTOR, and the University of Utah, in the County of Salt Lake, and State of Utah, a body corporate and a political subdivision of the STATE OF UTAH, GRANTEE;

## WITNESSETH:

The said GRANTOR, in consideration of the reservations, conditions, covenants and restrictions hereinafter set forth and the agreement of the said GRANTEE faithfully to observe and perform the same, and of other good and valuable considerations, receipt of which is hereby acknowledged, does hereby REMISE, RELEASE AND QUITCLAIM unto the said GRANTEE, its successors and assigns, all of the right, title, interest, property and estate of the said GRANTOR in or to the real property situate in the County of Salt Lake, State of Utah, particularly described as follows:

Beginning at a point which bears South  $42^{\circ}15'30''$  East 9,160.378 feet from the Northwest corner of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said point of beginning being also North  $89^{\circ}59'50''$  East 4,674.283 feet from U.S. Military Monument No. 3, an elevated conical monument with  $2\frac{1}{2}$ -inch brass disc set in the top as shown on map entitled "Survey of Western Boundary of U. S. Military Reservation, Fort Douglas, Utah" and on file at the Post Engineer's Office, Fort Douglas, Utah); thence from said point of beginning South  $89^{\circ}59'50''$  West 1,801.033 feet; thence North  $0^{\circ}02'01''$  West 800.0 feet; thence North  $73^{\circ}42'$  East 1,215.0 feet; thence South  $30^{\circ}31'$  East 1,122.614 feet to a point of tangency with a 523.69-foot radius curve to the right; thence southwesterly 181.51 feet along the arc of said 523.69-foot radius curve to the point of beginning and containing 34.68 acres more or less.

SUBJECT TO (a) the use of the property described herein shall be restricted so as to prohibit heavy industrial or any other development from which obnoxious odors, industrial waste or excessive noise might emanate, or for any purpose which may be detrimental to the operation of the adjoining Veterans Administration Hospital; (b) the requirement that GRANTEE shall erect a matching chain link fence along the northerly boundary line of the property herein conveyed and the entrance gate, if any, be moved to the new boundary line, and (c) also subject to all other easements, liens, reservations, exceptions or interests of record or now existing on the premises above described.

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, 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;

EXCEPTING AND RESERVING unto the GRANTOR, its successors and assigns, the ownership in fee of all minerals, including all coal and all oil, gas or other hydrocarbons, in or under the above described premises, together with the exclusive right to enter upon said land to mine, explore, drill for, extract and produce any and all of said minerals by all reasonable means consistent with the educational utilization of said land by the GRANTEE hereunder.

TO HAVE AND TO HOLD the foregoing 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 upon 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 educational purposes in accordance with the proposed program and plan as set forth in the application of the said GRANTEE, dated June 11, 1958, and for no other purpose. Provided, however, that any mortgage, deed of trust or other lien created to secure any loan or financing in respect to the housing facilities to be constructed under such proposed program and plan shall be subordinate to all the rights of the Grantor reserved herein.
2. That during the aforesaid period of twenty (20) years, the said GRANTEE will resell, lease, mortgage, or encumber, 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 the 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 Department or its 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 above identified application.

In the event of a breach of any of the conditions set forth above whether 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 within 90 days after receipt of written notice from the Secretary, or his successor in function, of such default or non-compliance, then, and in such event, all right, title and interest in and to the above described property shall, at its option, revert to and become the property of the UNITED

STATES OF AMERICA, 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, and interest 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 UNITED STATES OF AMERICA 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 rights of the UNITED STATES OF AMERICA to re-enter as in this paragraph provided, shall, as of that date, terminate and be extinguished.

In the event title to the above described premises is reverted to the UNITED STATES OF AMERICA for non-compliance 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 UNITED STATES OF AMERICA 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 educational use for which the property was acquired. The UNITED STATES OF AMERICA 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 non-compliance.

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

- a. Obtaining the consent of the Secretary or his successor in function; and
- b. Payment to the UNITED STATES OF AMERICA of the public benefit allowance granted to the said GRANTEE of one hundred (100) per cent from the current market value of Two Hundred Ninety-Six Thousand Five Hundred and no/100 (\$296,500.00) Dollars, less a credit at the rate of five (5) per cent 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 above identified application.

The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, its successors or assigns, that at all times during the period that title to said property is vested in the GRANTEE subject to conditions 1, 2 or 3 hereinbefore set forth (except for any period during which the GRANTOR exercises the right to repossess, control and use the same as provided in the next succeeding paragraph hereof) the GRANTEE shall at its own sole cost and expense keep and maintain the improvements, including all buildings, structures and equipment, at any time situate upon said property, in good order, condition and repair, free from any waste; and in the event any of the same shall need repair, or shall become lost, damaged or destroyed by any cause other than ordinary wear and tear, acts of God or alterations or conversions made by the GRANTEE to adapt the property to the use for which it was acquired, the GRANTEE will promptly repair such improvements and restore the same to their former condition. Should the GRANTEE, its successors or assigns, fail to repair or replace any improvements which need repair or which have been lost, damaged or destroyed as aforesaid, within ninety (90) days after written notice so to do, given to the GRANTEE by the Secretary, or his successor in function, the GRANTOR shall be authorized, as the agent of the GRANTEE,

its successors and assigns, to enter upon the premises and to cause such repairs or replacements to be made on behalf and at the expense of the GRANTEE, its successors and assigns, and any amounts expended by the GRANTOR in connection therewith shall forthwith become a debt due and owing by the GRANTEE, its successors or assigns, to the GRANTOR. If the GRANTEE, its successors or assigns, shall cause any of said improvements 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 said conditions 1, 2 and 3, said insurance and all moneys 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 in an amount not exceeding the unamortized public benefit allowance.

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 is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for purposes other than those set forth in said conditions numbered 1, 2 and 3 without the consent of the Secretary, all revenues or the reasonable value, as determined by the Secretary, of benefits to the GRANTEE deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal, or use shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Secretary.

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 nonexclusive and shall not impose any obligation upon the Government to pay rent or any other fees or charges during the period of emergency, except that the Government 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 nonexclusively or over which it may have non-exclusive possession or control, (iii) pay a fair rental for the use of improvements or additions to the premises made by the said GRANTEE without Government aid (Federal loans from HOUSING & HOME FINANCE AGENCY not deemed Government 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 as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through the Secretary  
of Health, Education, and Welfare,  
GRANTOR

By Albert H. Smith  
Regional Director, Region VIII  
Department of Health, Education,  
and Welfare

UNIVERSITY OF UTAH

By W. J. Coombs  
Chairman, Board of Regents,  
University of Utah

Attest:

Frank Barrett  
Secretary, Board of Regents  
University of Utah

SEAL

STATE OF COLORADO  
City and County of Denver }<sup>ss</sup>

On this 30th day of December, 1958, before me,

Margaret H. Casterline 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 within 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, 1961.

Witness my hand and official seal.

Margaret H. Casterline  
Notary Public

(SEAL)

STATE OF UTAH  
County of Salt Lake }<sup>ss</sup>

On this 24th day of December, 1958, before

me, Thurman H. Allred, a Notary Public in and for the aforesaid County, personally appeared William J. O'Connor and Leon D. Garrett, known to me to be the Chairman and Secretary, respectively of the Board of Regents, University of Utah in the County of Salt Lake and State of Utah, and known to me to be the persons who executed the within instrument on behalf of said University of Utah, and acknowledged to me that they executed the said instrument as the free and voluntary act of said University of Utah, for the use and purposes therein set forth.

My commission expires Sept. 20, 1959.

Witness my hand and official seal.

Thurman H. Allred  
Notary Public

(SEAL)

ORIGINAL