

2444207

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 40 United States Code 319 (76 Stat. 1129), he having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, subject to the conditions hereinafter stated, without covenant or warranty of any kind, unto the University of Utah, Salt Lake City, Utah, hereinafter referred to as the Grantee, its successors and assigns, two six (6) foot wide easements to construct, remove, replace, and maintain two storm drains and necessary appurtenances in, over and across a portion of the Veterans Administration Hospital reservation, Salt Lake City, Utah, all as depicted in Exhibit "A" attached hereto and made a part hereof and more particularly described as having a center line as follows:

Recorded MAR 21 1972 at 1-27-72
Request of James E. Kunk
Fee Paid JERDEAN MARTIN
Recorder, Salt Lake County, Utah
NO FEE
By [Signature] Deputy
Ref UNIVERSITY OF UTAH 2202 Avenue
84112

a. Drain from parking lot at approximate coordinate 910 North and 3980 East (University of Utah Grid System):
Beginning at a point on the property line fence which is 668.68 feet South and 6415.54 feet West from the Northeast Corner of Section 10, T. 1 S., R. 1 E., S.L.B.& M., and running thence South 82°11'54" West 49.0 feet to Red Butte Creek.

b. Drain from roadway at approximate coordinate 1180 North and 4240 East (University of Utah Grid):
Beginning at a point on the property line fence 387.37 feet South and 6132.48 feet West from the Northeast Corner of Section 10, T. 1 S., R. 1 E., S.L.B.& M., and running thence North 50°23'10" West 18.36 feet to Red Butte Creek.

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 these easement areas herein above 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 easements, 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 storm drains and necessary appurtenances shall be constructed, installed, reconstructed, repaired, operated, and maintained by the Grantee within the easement areas without cost or expense to the Government. The Grantee shall replace, restore, or relocate the property of the Government affected or damaged directly or indirectly by the construction, installation, reconstruction, repair, operation and maintenance of said storm drains and necessary appurtenances, all to the satisfaction of the Hospital Director, Veterans Administration Hospital, Salt Lake City, Utah.

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3. 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.

4. 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.

5. That all right, title, interest and estate hereby granted shall cease and determine, effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with terms and conditions of the grant, or (b) nonuse of the easements for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easements.

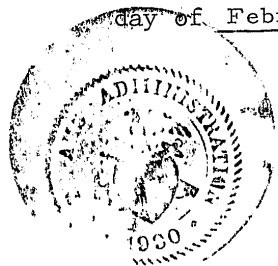
6. That upon termination or forfeiture of this grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinabove described all structures, installations and appurtenances thereto belonging to the Grantee and restore the premises to the satisfaction of the Government.

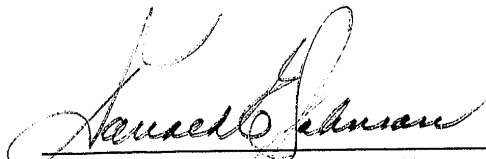
7. The Grantee does by the acceptance of this instrument covenant and agree for itself, its assigns, and its successors in interest to the interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Veterans Administration issued pursuant to that Title, and that the easements, and its appurtenant areas and its buildings and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Veterans Administration and in effect on the date of this instrument, all to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees, sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this 18th day of February, 1972

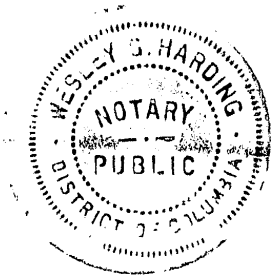



DONALD E. JOHNSON
Administrator of Veterans Affairs

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CITY OF WASHINGTON }
DISTRICT OF COLUMBIA }

ON THIS 18th DAY OF February, 1972,
before me a Notary Public in and for said District of
Columbia, personally appeared Donald E. Johnson, 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.

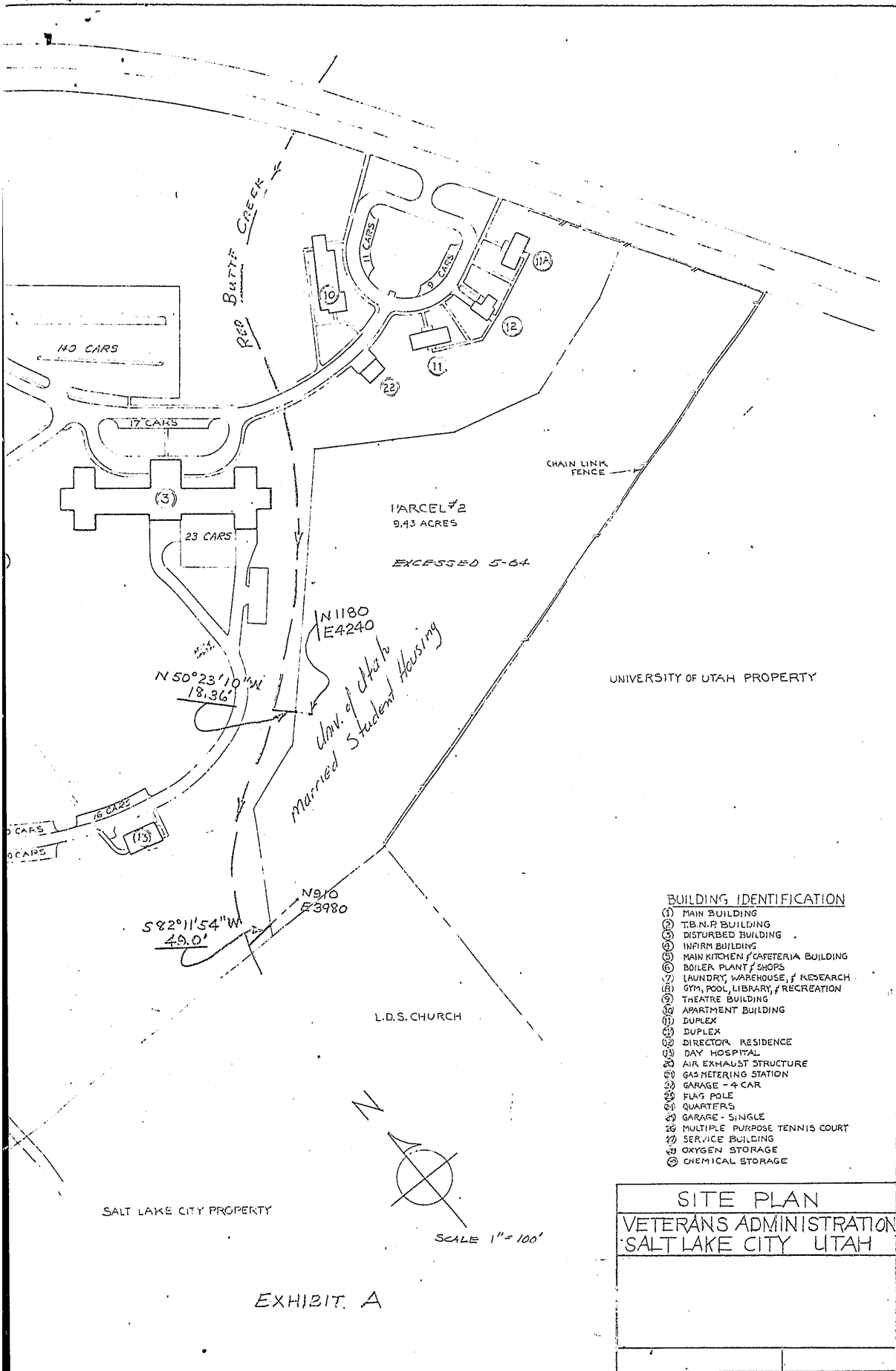


Wesley S. Harding

Notary Public
District of Columbia

My Commission Expires:

FEB. 14, 1974



BUILDING IDENTIFICATION

- ① MAIN BUILDING
- ② T.B.N.P. BUILDING
- ③ DISTURBED BUILDING
- ④ INFIRM BUILDING
- ⑤ MAIN KITCHEN / CAFETERIA BUILDING
- ⑥ BOILER PLANT / SHOPS
- ⑦ LAUNDRY, WAREHOUSE, / RESEARCH
- ⑧ GYM, POOL, LIBRARY, / RECREATION
- ⑨ THEATRE BUILDING
- ⑩ APARTMENT BUILDING
- ⑪ DUPLEX
- ⑫ DUPLEX
- ⑬ DIRECTOR RESIDENCE
- ⑭ DAY HOSPITAL
- ⑮ AIR EXHAUST STRUCTURE
- ⑯ GAS METERING STATION
- ⑰ GARAGE - 4 CAR
- ⑱ FLAG POLE
- ⑳ QUARTERS
- ㉑ GARAGE - SINGLE
- ㉒ MULTIPLE PURPOSE TENNIS COURT
- ㉓ SERVICE BUILDING
- ㉔ OXYGEN STORAGE
- ㉕ CHEMICAL STORAGE

SITE PLAN
VETERANS ADMINISTRATION
SALT LAKE CITY, UTAH

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EXHIBIT A