

3982588

DEED OF EASEMENT

The Veterans Administration, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 319 (76 Stat. 1129), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the payment of benefits to be derived by the Government ----- Dollars \$XXXXXXXXXXXX the receipt of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto Salt Lake City Corporation, Department of Public Utilities, Salt Lake City, Utah -----

hereinafter referred to as the Grantee, its successors and assigns, an easement to construct, install, operate, maintain, repair, replace and relocate a water supply line, in, on, over and across a portion of the Veterans Administration Medical Center, Salt Lake City, Utah, -----

hereinafter referred to as "said facilities," all as described on Exhibit "A" and depicted on Exhibit XXX "A", attached hereto and made a part hereof.

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

1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area hereinafter 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 said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee, within the easement area without cost or expense to the Government, under the general supervision and subject to the approval of the Veterans Administration official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Medical Center Director, VA Medical Center, Salt Lake City, Utah.
3. No mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose 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 terminate 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 the terms and conditions of the grant, or, (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or, (c) an abandonment of the easement.
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 hereinafter described all structures, installations, and appurtenances thereto belonging to 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 easement and its appurtenant areas 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

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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 and sub-lessees and licensees doing business or extending services under contractual or other arrangement on the interest in property herein conveyed.

8. That the Government reserves unto itself the right to relocate said facilities in the event said facilities interfere with operation of the Veterans Administration Medical Center, or relocation is necessary to accommodate Government construction.

This conveyance is not subject to Paragraph (2), Section 403, Public Law 96-330.

REC'D
ST. LOUIS
Aug 20 12 04 PM '84
SAINT LOUIS COUNTY, MISSOURI
MIRIAM L. DIXON
REGISTERER

IN WITNESS WHEREOF the Veterans Administration has caused this Deed of Easement to be executed in its name and on its behalf and has affixed its seal this 25th day of May, 1984.

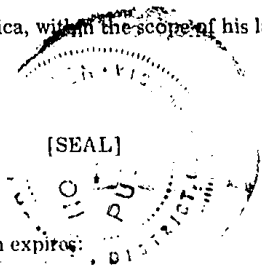
UNITED STATES OF AMERICA
Acting by and through the
Administrator of Veterans Affairs



BY: W. D. Fote
W. D. FOTE, Acting Director
~~Assistant Administrator for Construction~~
Office of Construction

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA }

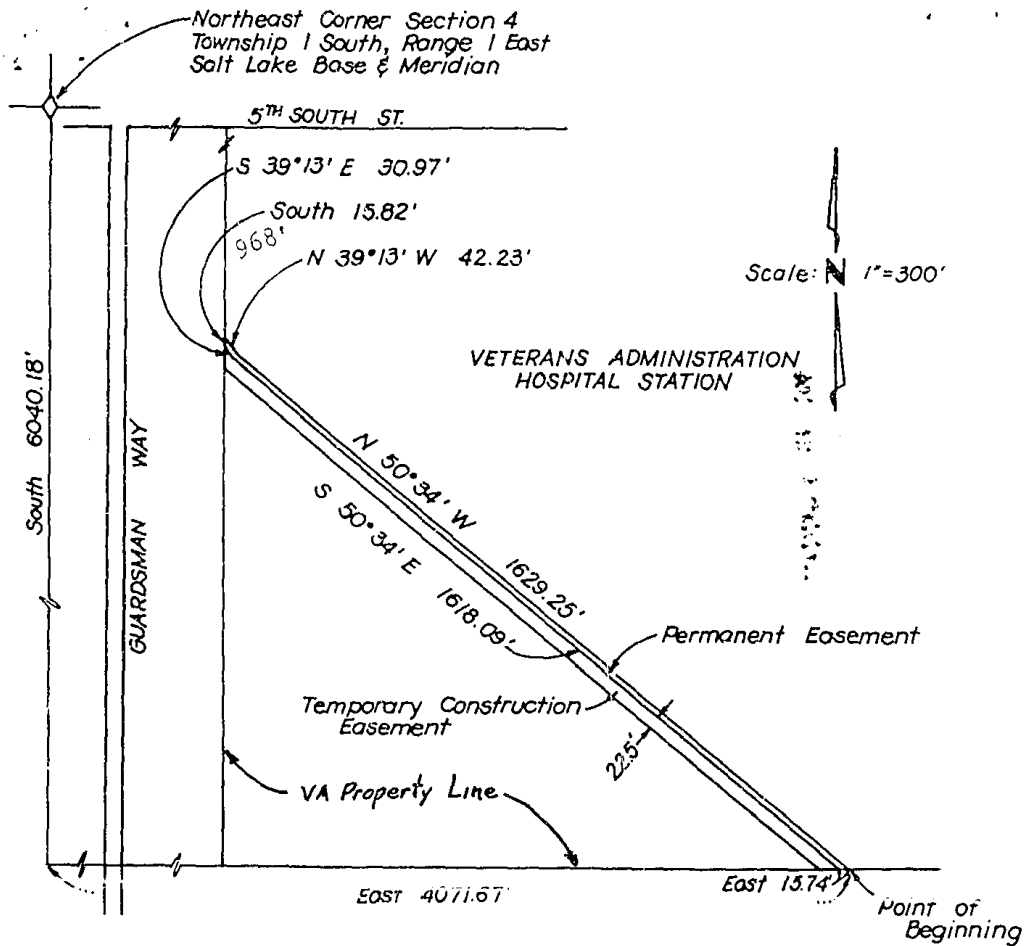
ON THIS 25th day of May, 1984, before me a Notary Public in and for said District of Columbia, personally appeared W. D. Fote to me well known and known by me to be ~~Assistant Administrator for Construction~~ Acting Director, Office of Construction, whose name is subscribed to the within instrument 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.



Leah A. Gertman
Notary Public
District of Columbia

My commission expires:
March 31, 1985

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SURVEYOR'S CERTIFICATE

I, John Jay Bollwinkel, of Salt Lake City Utah do hereby certify that I am a Registered engineer and Land Surveyor, and that I hold Certificate Nos. 6329 and 3370, as prescribed by the Laws of the State of Utah, and I certify that the above plat correctly shows the true dimensions of the right of way as described in exhibit "A" below.

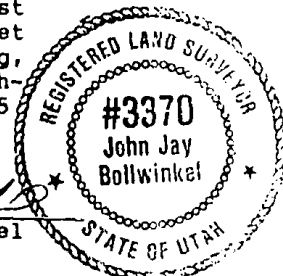
Exhibit "A"

Permanent and Temporary Easement Description

All of that tract or parcel of land, a portion of the Veterans Administration Hospital Station, Salt Lake City (Fort Douglas), Utah, in the North half of Section 9 and the South half of Section 4 Township 1 South, Range 1 East Salt Lake Base and Meridian said permanent easement being described as follows: Beginning at a point on Southwesterly line of an existing 32-inch O.D. steel pipe water conduit easement granted October 15, 1947 to Salt Lake City by the Department of the Army. Said point being 6040.18 feet South and 4071.67 feet East from the Northeast corner of said Section 4, thence running North 50° 34' West 1629.25 feet along said water conduit easement, thence North 39°13' West 42.23 feet more or less to the westerly line of the said Veterans Administration station, thence South 15.82 feet, thence South 39°13' East 30.97 feet, thence South 50°34' East 1618.09 feet thence East 15.74 feet to the point of beginning, also a temporary construction easement the Southwesterly line of which runs parallel to and 22.5 feet Southwesterly from the above described permanent easement.

Date 5-3-83

John Jay Bollwinkel
John Jay Bollwinkel



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