

6-4-63 268/685 252472

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Recorded at Clearfield City
Date JUN 4 1963
By Marjorie A. ...
SMALL CLAIMS DIVISION

THIS INSTRUMENT was this 5th day of July 1963
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 contained in the Federal Property and Ad-
ministrative Services Act of 1949, hereinafter referred to as the
Act, 63 Statute 377, as amended, 40 U.S.C.A. 471ff., and the CLEAR-
FIELD CITY CORPORATION, a body corporate and a political subdivision
of the State of Utah, located in the County of Davis, GRANTEE.

WITNESSETH THAT

WHEREAS, the GRANTOR is the owner of a certain in-place storm
sewer system consisting of concrete pipes, drainage canal, catch
basins, inlets, manholes, headwall and inlet boxes, together with the
land in which the pipes are buried or on which they rest, located within
the Clearfield Naval Supply Depot, County of Davis, State of Utah,
as shown on attached drawing 2502 for Area Development Plan Utilities--
Storm Drainage System, showing conditions as of July 15, 1961; and

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

WHEREAS, by letter dated December 27, 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 permitted by section 203(k)(1) of the Act, 40
U.S.C.A. 484(k)(1); and

WHEREAS, the said GRANTEE made application on October 15, 1962,
to purchase the said in-place storm sewer system with certain access
easements thereto and three parcels of land for use as equalizing
reservoirs under the provisions of the Act and has made application

ORIGINAL

2. A seven and one-half-foot easement on both sides of the center lines of all installed storm sewer mains, which mains are shown on the aforesaid map 2502, for maintenance use by the GRANTEE, its successors and assigns, in all places where the aforesaid mains traverse or lie beneath paved or unpaved streets, roads or railroads.

3. A thirty-foot easement on both sides of the center line of the drainage canal situated on the west side of the Clearfield Naval Supply Depot for maintenance use by the GRANTEE, its successors and assigns,

4. Three parcels of land for use by the GRANTEE, its successors and assigns, as equalizing reservoirs, to wit:

- a. A part of the southeast quarter of section 2, township 4 north, range 2 west, Salt Lake Base and Meridian, beginning at a point 750.73 feet south and 1374.24 feet west of the east quarter corner of said section 2 and running south $72^{\circ}15'$ west, 411.9 feet; thence south $50^{\circ}00'$ west, 140.86 feet; thence south $34^{\circ}41'30''$ east, 1285.18 feet; thence north $58^{\circ}02'10''$ east, 227.31 feet; thence north $12^{\circ}41'30''$ west, 819.62 feet; thence north $34^{\circ}40'$ west, 429.08 feet to the point of beginning, containing 12.781 acres, more or less, including the rights of ingress and egress.
- b. A part of the southwest quarter of section 2, township 4 north, range 2 west, Salt Lake Base and Meridian, beginning at the southwest corner of said section 2 and running east 749.4 feet; thence north 167.28 feet; thence on the arc of a 722.44 foot radius curve to the left 491.59 feet; the long chord of which bears north $70^{\circ}24'23''$ west for 482.16 feet; thence north $89^{\circ}54'$ west, 295.27 feet; more or less, to the west line of said section 2; thence south 329.54 feet to the point of beginning, containing 4.199 acres, more or less, including the rights of ingress and egress.
- c. A part of section 11, township 4 north, range 2 west, Salt Lake Base and Meridian, beginning at a point 1215.26 feet north and 2937.32 feet west of the southeast corner of said section 11, and running south $58^{\circ}01'30''$ west, 747.98 feet; thence south $37^{\circ}14'$ east, 763.57 feet; thence north $58^{\circ}01'30''$ east, 678.0 feet; thence north $31^{\circ}58'30''$ west, 760.36 feet to the point of beginning, containing 12.445 acres, more or less, including the rights of ingress and egress.

SUBJECT TO all other easements, exceptions, interests, liens, or reservations, of record or existing on the above-described premises, and

FURTHER SUBJECT TO a reservation by the GRANTOR of an easement or easements for any needed utility lines, and

FURTHER SUBJECT TO the duty and obligation of the GRANTEE, upon acceptance of this deed, to furnish to the GRANTOR and its assigns, without charge, storm drainage sewer service in accordance with that certain agreement (called Memorandum of Understanding) between the GRANTOR and the GRANTEE, dated December 20, 1962.

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 realty and appurtenances, for every part and parcel thereof, except as herein-after otherwise expressly provided and except as the same or any part thereof is hereinafter conditioned, limited, reserved, or restricted.

TO HAVE AND TO HOLD the above-described property, together with the above-described 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 encumber, hypothecate, lease, mortgage, resell, 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

and regulations, set forth in writing.

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 caused by either 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 such conditions within ninety 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 and appurtenances 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

at the twenty and (20) 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 fair market value of four hundred and twenty-four thousand and four hundred and one dollars (\$424,401.00) 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

The said GRANTEE, its successors or assigns shall be obligated to pay to the GRANTEE, its successors or assigns, and shall be obligated to pay 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 interest therein, including any gas, oil, petroleum, or other minerals of any kind, is encumbered, exploited, hypothecated, leased, mortgaged, resold 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 disposal, exploitation, encumbrance, hypothecation, lease, mortgage, resale 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

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.

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

By Alfred B. Rosenthal
Regional Director, Region VIII
Department of Health, Education
and Welfare

ACKNOWLEDGEMENT OF GRANTEE

STATE OF COLORADO
City and County of Denver

On this _____ day of _____, 19____

_____ a Notary Public in and for the County of Denver, State of Colorado, personally appeared _____ Rosenthal, known to me to be the Regional Director of the Department of Health, Education, and Welfare, and that said person has executed the foregoing instrument on behalf of the Department of Health, Education, and Welfare for the United States of America and has acknowledged to me that he subscribed to the same as the Secretary of the United States of America and the said Department of Health, Education, and Welfare on behalf of the United States of America and that the United States of America executed the same.

My commission expires _____

Witness my hand and seal _____

(SEAL)

ACCEPTANCE

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The GRANTEE hereby accepts this quitclaim deed for itself, its successors and assigns, and each of them, and agrees to all of the conditions, reservations, restrictions and terms 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:



(SEAL)

CLEARFIELD CITY CORPORATION

By Clarence Joseph Knight
Mayor

Colleen Giles
Recorder

ACKNOWLEDGEMENT OF GRANTEE

State of Utah)
County of Davis) ss

On this 22nd day of May 1963, before me,

Shirley C. Stewart a Notary Public in and for the County of Davis, State of Utah, personally appeared Clarence Joseph Knight and Colleen Giles, 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 acknowledged 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 October 17, 1965.

Witness my hand and official seal.

Shirley C. Stewart
Notary Public



(SEAL)