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6-4-1963

Reproduced at request of
Date JUN 4 1963
By Margaret C. Brown
EMILY T. BLINDE

WHEREAS, by the Act of July 1961 by and between the
United States of America, hereinafter called the Secretary
of Health, Education, and Welfare, hereinafter called the Secretary, and
by the Regional Director for Region VIII of the Department of Health,
Education, and Welfare, under and pursuant to the powers and authority
contained in the Federal Property and Administrative Services Act of
1949, hereinafter referred to as the Act, 61 Stat. 377, as amended, 40
U.S.C.A. 471ff., and the CLEARFIELD 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 sanitary
sewer system consisting of tile pipe, manholes, cleanouts and a measuring
device, 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 the attached drawing 2499 for Area
Development Plan Utilities - Sanitary Sewer Distributing System - pre-
pared by the Department of the Navy showing conditions as of July 15,
1961; and

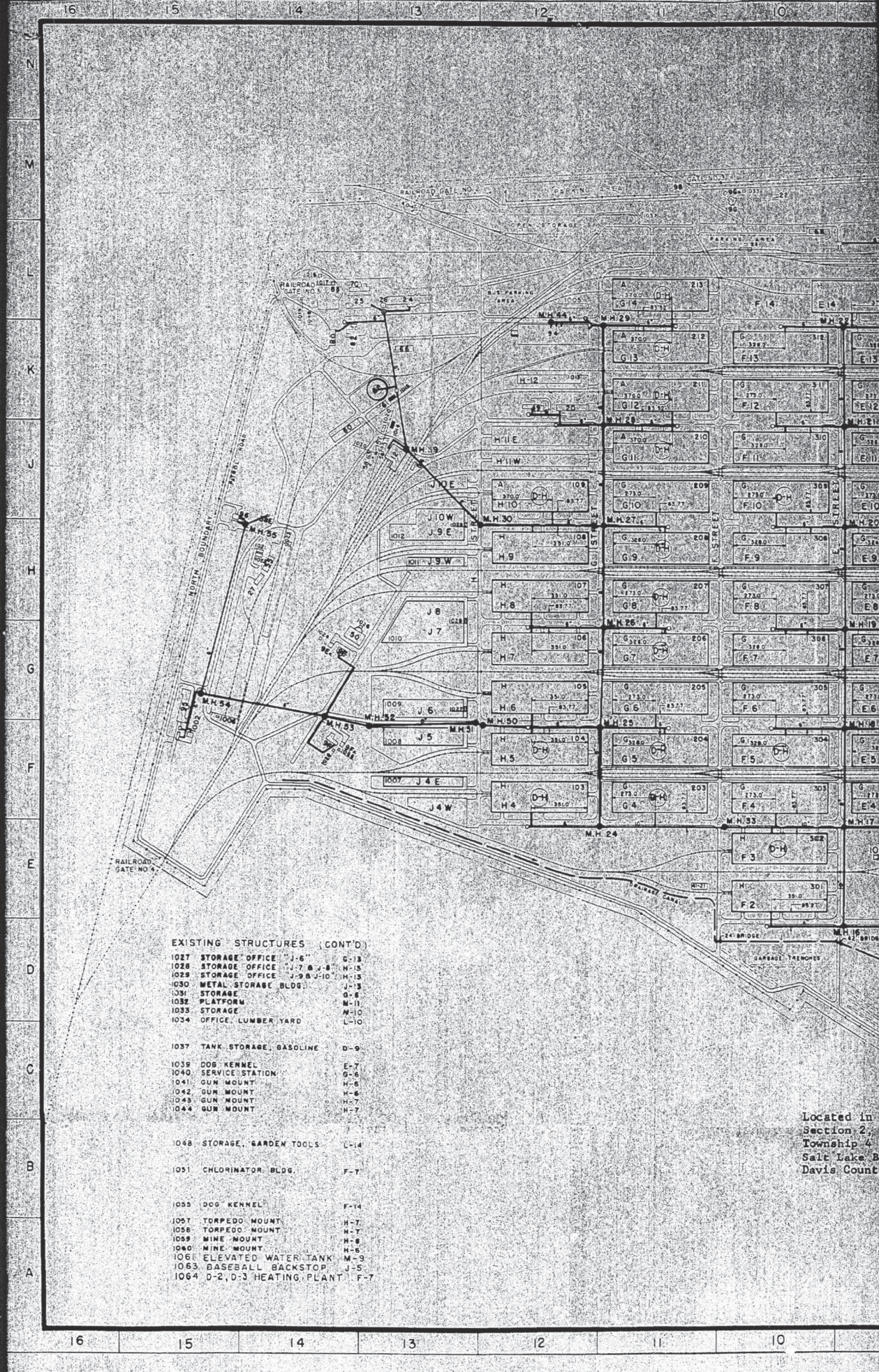
WHEREAS, the aforesaid property has been declared to be surplus to
the needs of the GRANTOR; and

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 sanitary sewer system, together with certain
access easements thereto, 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
one hundred and thirty thousand dollars (\$130,000.00), and proposes to

ORIGINAL

Checked
Entered
Compared



EXISTING STRUCTURES (CONT'D)

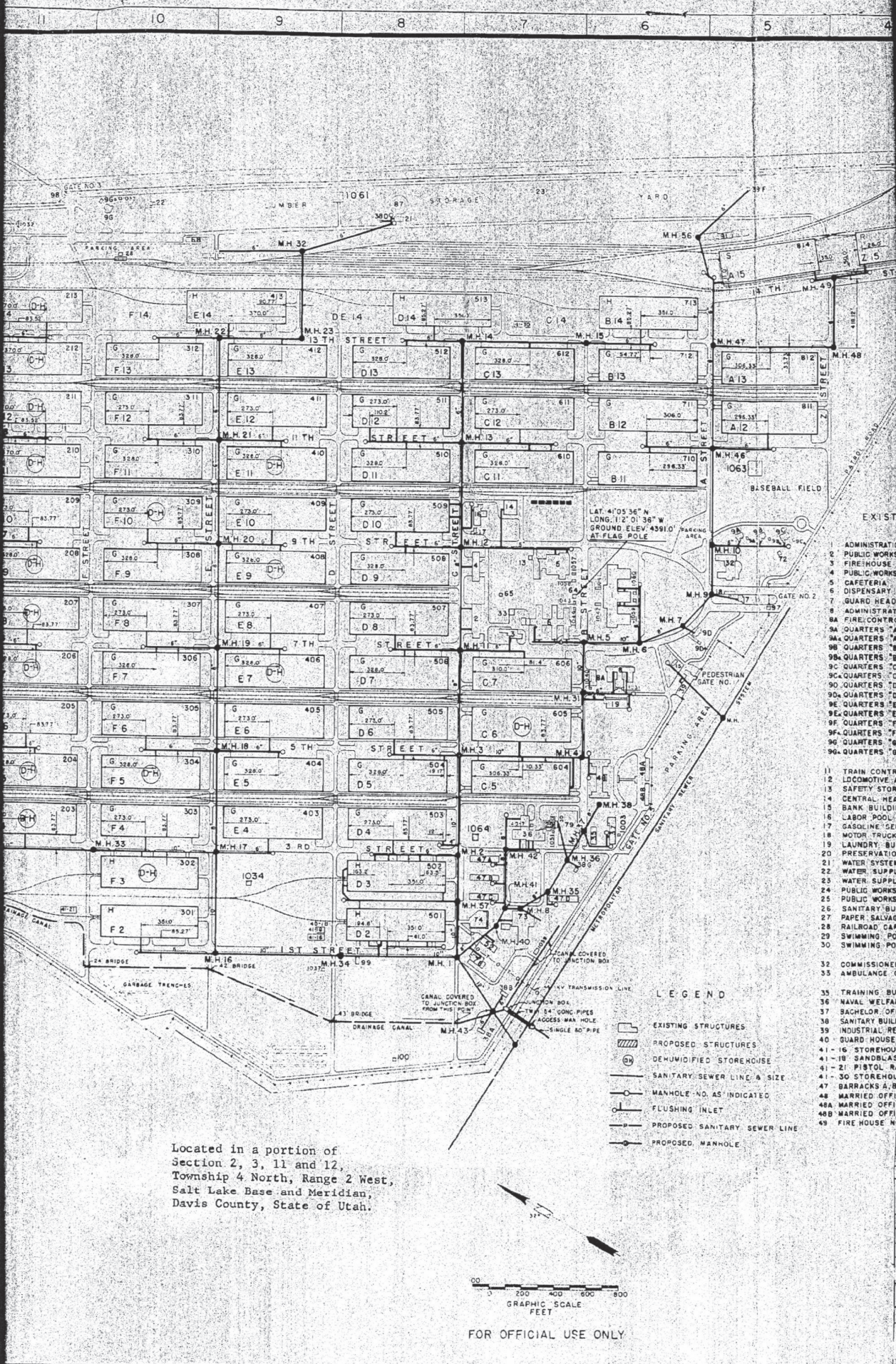
- 1027 STORAGE OFFICE "J-6" G-13
- 1028 STORAGE OFFICE "J-7 & J-8" H-13
- 1029 STORAGE OFFICE "J-9 & J-10" H-13
- 1030 METAL STORAGE BLDG. J-13
- 1031 STORAGE G-6
- 1032 PLATFORM M-11
- 1033 STORAGE M-10
- 1034 OFFICE, LUMBER YARD L-10

- 1037 TANK STORAGE, GASOLINE D-9
- 1038 DOG KENNEL E-7
- 1040 SERVICE STATION G-6
- 1041 GUN MOUNT H-6
- 1042 GUN MOUNT H-6
- 1043 GUN MOUNT H-7
- 1044 GUN MOUNT H-7

- 1048 STORAGE, GARDEN TOOLS L-14
- 1051 CHLORINATOR BLDG. F-7

- 1055 DOG KENNEL F-14
- 1057 TORPEDO MOUNT H-7
- 1058 TORPEDO MOUNT H-7
- 1059 MINE MOUNT H-6
- 1060 MINE MOUNT H-6
- 1061 ELEVATED WATER TANK M-3
- 1063 BASEBALL BACKSTOP J-5
- 1064 D-2, D-3 HEATING PLANT F-7

Located in
 Section 2,
 Township 4 N
 Salt Lake Base
 Davis County



- 1 ADMINISTRATIVE
- 2 PUBLIC WORKS
- 3 FIREHOUSE
- 4 PUBLIC WORKS
- 5 CAFETERIA
- 6 DISPENSARY
- 7 GUARD HEADQUARTERS
- 8 ADMINISTRATIVE
- 9A FIRE CONTROL
- 9B QUARTERS "A"
- 9C QUARTERS "A"
- 9D QUARTERS "A"
- 9E QUARTERS "A"
- 9F QUARTERS "A"
- 9G QUARTERS "A"
- 9H QUARTERS "A"
- 9I QUARTERS "A"
- 9J QUARTERS "A"
- 9K QUARTERS "A"
- 9L QUARTERS "A"
- 9M QUARTERS "A"
- 9N QUARTERS "A"
- 9O QUARTERS "A"
- 9P QUARTERS "A"
- 9Q QUARTERS "A"
- 9R QUARTERS "A"
- 9S QUARTERS "A"
- 9T QUARTERS "A"
- 9U QUARTERS "A"
- 9V QUARTERS "A"
- 9W QUARTERS "A"
- 9X QUARTERS "A"
- 9Y QUARTERS "A"
- 9Z QUARTERS "A"
- 10 QUARTERS "A"
- 11 TRAIN CONTROL
- 12 LOCOMOTIVE
- 13 SAFETY STORAGE
- 14 CENTRAL HEATING
- 15 BANK BUILDING
- 16 LABOR POOL
- 17 GASOLINE SERVICE
- 18 MOTOR TRUCKS
- 19 LAUNDRY BUILDING
- 20 PRESERVATION
- 21 WATER SYSTEM
- 22 WATER SUPPLY
- 23 WATER SUPPLY
- 24 PUBLIC WORKS
- 25 PUBLIC WORKS
- 26 SANITARY BUILDING
- 27 PAPER SALVAGE
- 28 RAILROAD CAR
- 29 SWIMMING POOL
- 30 SWIMMING POOL
- 31 SWIMMING POOL
- 32 COMMISSIONED OFFICERS
- 33 AMBULANCE GARAGE
- 34 TRAINING BUILDING
- 35 NAVAL WELFARE
- 36 BACHELOR OFFICERS
- 37 SANITARY BUILDING
- 38 INDUSTRIAL RELIEF
- 39 GUARD HOUSES
- 40 GUARD HOUSES
- 41-16 STOREHOUSE
- 41-18 SANDBLAST
- 41-21 PISTOL RANGE
- 41-30 STOREHOUSE
- 47 BARRACKS A.B.
- 48 MARRIED OFFICERS
- 48B MARRIED OFFICERS
- 48B MARRIED OFFICERS
- 49 FIRE HOUSE NO.

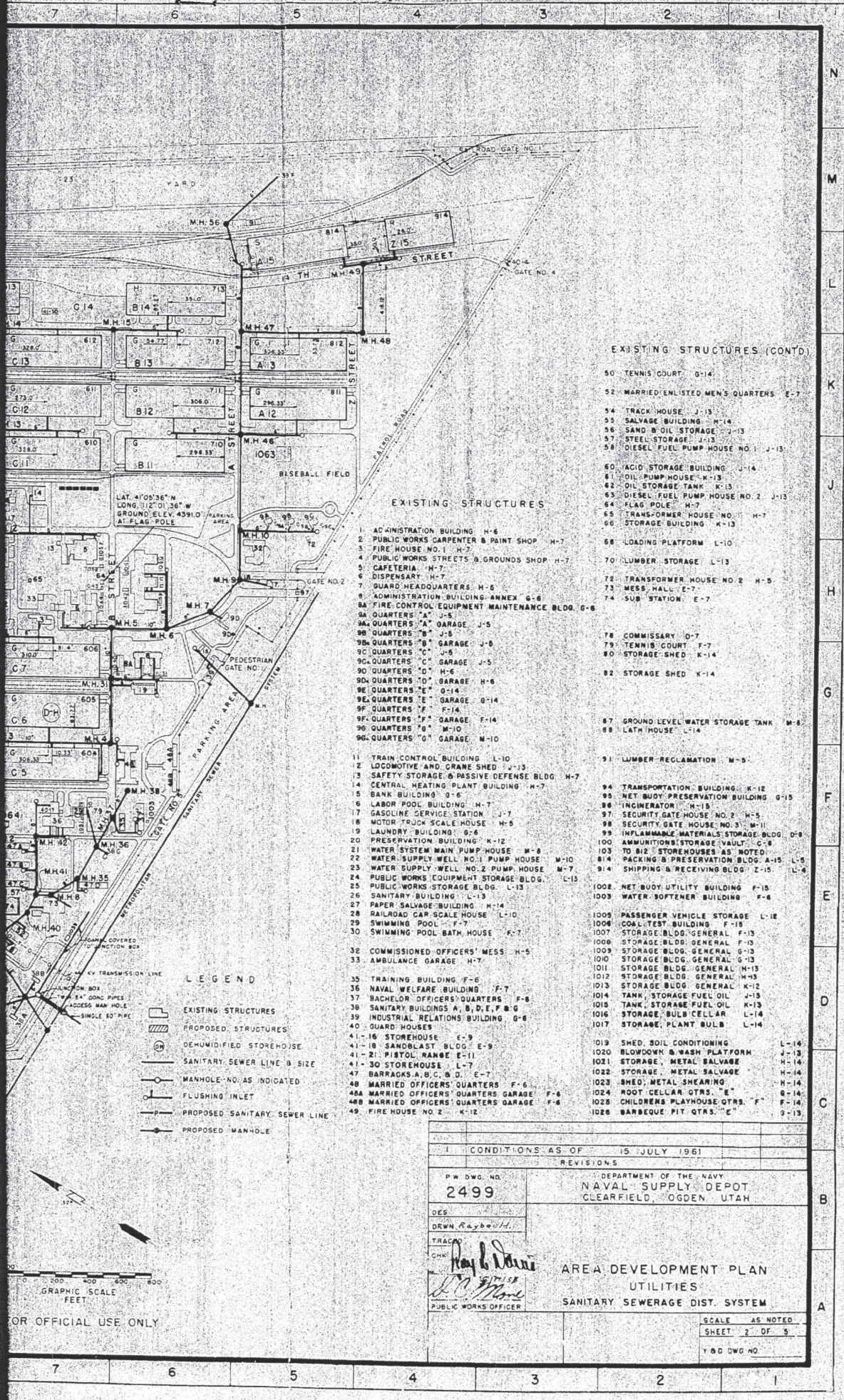
Located in a portion of
 Section 2, 3, 11 and 12,
 Township 4 North, Range 2 West,
 Salt Lake Base and Meridian,
 Davis County, State of Utah.

LEGEND

- EXISTING STRUCTURES
- PROPOSED STRUCTURES
- DEHUMIDIFIED STOREHOUSE
- SANITARY SEWER LINE & SIZE
- MANHOLE - NO. AS INDICATED
- FLUSHING INLET
- PROPOSED SANITARY SEWER LINE
- PROPOSED MANHOLE



FOR OFFICIAL USE ONLY



EXISTING STRUCTURES

1. ADMINISTRATION BUILDING H-6
2. PUBLIC WORKS CARPENTER & PAINT SHOP H-7
3. FIRE HOUSE NO. 1 H-7
4. PUBLIC WORKS STREETS & GROUNDS SHOP H-7
5. CAFETERIA H-7
6. DISPENSARY H-7
7. GUARD HEADQUARTERS H-8
8. ADMINISTRATION BUILDING ANNEX G-6
- 8A. FIRE CONTROL EQUIPMENT MAINTENANCE BLDG. G-6
- 9A. QUARTERS "A" J-5
- 9B. QUARTERS "B" J-5
- 9C. QUARTERS "C" GARAGE J-5
- 9D. QUARTERS "D" GARAGE J-5
- 9E. QUARTERS "E" GARAGE H-6
- 9F. QUARTERS "F" GARAGE H-6
- 9G. QUARTERS "G" GARAGE H-6
- 9H. QUARTERS "H" GARAGE H-6
- 9I. QUARTERS "I" GARAGE H-6
- 9J. QUARTERS "J" GARAGE H-6
- 9K. QUARTERS "K" GARAGE H-6
- 9L. QUARTERS "L" GARAGE H-6
- 9M. QUARTERS "M" GARAGE H-6
- 9N. QUARTERS "N" GARAGE H-6
- 9O. QUARTERS "O" GARAGE H-6
- 9P. QUARTERS "P" GARAGE H-6
- 9Q. QUARTERS "Q" GARAGE H-6
- 9R. QUARTERS "R" GARAGE H-6
- 9S. QUARTERS "S" GARAGE H-6
- 9T. QUARTERS "T" GARAGE H-6
- 9U. QUARTERS "U" GARAGE H-6
- 9V. QUARTERS "V" GARAGE H-6
- 9W. QUARTERS "W" GARAGE H-6
- 9X. QUARTERS "X" GARAGE H-6
- 9Y. QUARTERS "Y" GARAGE H-6
- 9Z. QUARTERS "Z" GARAGE H-6
11. TRAIN CONTROL BUILDING L-10
12. LOCOMOTIVE AND CRANE SHED J-13
13. SAFETY STORAGE & PASSIVE DEFENSE BLDG. H-7
14. CENTRAL HEATING PLANT BUILDING H-7
15. BANK BUILDING G-6
16. LABOR POOL BUILDING H-7
17. GASOLINE SERVICE STATION J-7
18. MOTOR TRUCK SCALE HOUSE H-5
19. LAUNDRY BUILDING G-6
20. PRESERVATION BUILDING K-12
21. WATER SYSTEM MAIN PUMP HOUSE M-8
22. WATER SUPPLY WELL NO. 1 PUMP HOUSE M-10
23. WATER SUPPLY WELL NO. 2 PUMP HOUSE M-7
24. PUBLIC WORKS EQUIPMENT STORAGE BLDG. L-13
25. PUBLIC WORKS STORAGE BLDG. L-13
26. SANITARY BUILDING L-13
27. PAPER SALVAGE BUILDING H-14
28. RAILROAD CAR SCALE HOUSE L-10
29. SWIMMING POOL F-7
30. SWIMMING POOL BATH HOUSE F-7
32. COMMISSIONED OFFICERS' MESS H-5
33. AMBULANCE GARAGE H-7
35. TRAINING BUILDING F-6
36. NAVAL WELFARE BUILDING F-7
37. BACHELOR OFFICERS' QUARTERS F-8
38. SANITARY BUILDINGS A, B, D, E, F, G
39. INDUSTRIAL RELATIONS BUILDING G-8
40. GUARD HOUSES
- 41-16. STOREHOUSE E-9
- 41-18. SANDBLAST BLDG. E-9
- 41-21. RIFLE RANGE E-11
- 41-30. STOREHOUSE L-7
47. BARRACKS A, B, C, D, E-7
48. MARRIED OFFICERS' QUARTERS F-6
- 48A. MARRIED OFFICERS' QUARTERS GARAGE F-6
- 48B. MARRIED OFFICERS' QUARTERS GARAGE F-6
49. FIRE HOUSE NO. 2 K-12

EXISTING STRUCTURES (CONTD)

50. TENNIS COURT G-14
52. MARRIED ENLISTED MEN'S QUARTERS E-7
54. TRACK HOUSE J-13
55. SALVAGE BUILDING H-14
56. SAND OIL STORAGE J-13
57. STEEL STORAGE J-13
58. DIESEL FUEL PUMP HOUSE NO. 1 J-13
60. ACID STORAGE BUILDING J-14
61. OIL PUMP HOUSE K-13
62. OIL STORAGE TANK K-13
63. DIESEL FUEL PUMP HOUSE NO. 2 J-13
64. FLAG POLE H-7
65. TRANSFORMER HOUSE NO. 1 H-7
66. STORAGE BUILDING K-13
68. LOADING PLATFORM L-10
70. LUMBER STORAGE L-13
72. TRANSFORMER HOUSE NO. 2 H-5
73. MESS HALL E-7
74. SUB STATION E-7
78. COMMISSARY D-7
79. TENNIS COURT F-7
80. STORAGE SHED K-14
82. STORAGE SHED K-14
87. GROUND LEVEL WATER STORAGE TANK M-8
88. LATH HOUSE L-14
91. LUMBER RECLAMATION M-5
94. TRANSPORTATION BUILDING K-12
95. NET BODY PRESERVATION BUILDING G-15
96. INCINERATOR H-15
97. SECURITY GATE HOUSE NO. 2 H-5
98. SECURITY GATE HOUSE NO. 3 M-11
99. INFLAMMABLE MATERIALS STORAGE BLDG. D-8
100. AMMUNITIONS STORAGE VAULT C-8
103. TO R12 STOREHOUSES AS NOTED
104. PACKING & PRESERVATION BLDG. A-15 L-5
104. SHIPPING & RECEIVING BLDG. Z-15 L-4
- 100E. NET BODY UTILITY BUILDING F-15
- 100F. WATER SOFTENER BUILDING F-6
- 100G. PASSENGER VEHICLE STORAGE L-12
- 100H. COAL TEST BUILDING F-15
- 100I. STORAGE BLDG. GENERAL F-13
- 100J. STORAGE BLDG. GENERAL G-13
- 100K. STORAGE BLDG. GENERAL G-13
- 100L. STORAGE BLDG. GENERAL G-13
- 100M. STORAGE BLDG. GENERAL H-13
- 100N. STORAGE BLDG. GENERAL H-13
- 100O. STORAGE BLDG. GENERAL K-12
101. TANK STORAGE FUEL OIL J-13
- 101A. TANK STORAGE FUEL OIL K-13
- 101B. STORAGE BULB CELLAR L-14
- 101C. STORAGE PLANT BULB L-14
- 101D. SHED SOIL CONDITIONING L-14
102. BLOWDOWN & WASH PLATFORM J-13
- 102A. STORAGE, METAL SALVAGE H-14
- 102B. STORAGE, METAL SALVAGE H-14
- 102C. SHED, METAL SHEARING H-14
- 102D. ROOT CELLAR QTRS. "E" G-14
- 102E. CHILDRENS PLAYHOUSE QTRS. "F" F-14
- 102F. BARBEQUE PIT QTRS. "E" G-13

LEGEND

- EXISTING STRUCTURES
- PROPOSED STRUCTURES
- DEHUMIDIFIED STOREHOUSE
- SANITARY SEWER LINE & SIZE
- MANHOLE NO. AS INDICATED
- FLUSHING INLET
- PROPOSED SANITARY SEWER LINE
- PROPOSED MANHOLE

CONDITIONS AS OF 15 JULY 1961	
REVISIONS	
P.W. DWG. NO. 2499	DEPARTMENT OF THE NAVY NAVAL SUPPLY DEPOT CLEARFIELD, OGDEN UTAH
DES. DRWN. <i>Raybould</i>	
TRACED CHK. <i>Raybould</i>	
<i>J.P. Moore</i> PUBLIC WORKS OFFICER	AREA DEVELOPMENT PLAN UTILITIES SANITARY SEWERAGE DIST. SYSTEM
	SCALE AS NOTED SHEET 2 OF 3 Y&D DWG. NO.

FOR OFFICIAL USE ONLY

utilize the aforesaid property in accordance with the
agreement entered into between the parties to the Act; and
WHEREAS, the Secretary has approved and approved the application
of the GRANTEE, and in consideration of the
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
in-place sanitary sewer system, including all personal property, situated
both above and below the surface of the ground appertaining to the afore-
said in-place sanitary sewer system and connected or attached thereto,
including 620 linear feet of 12" clay tile sewer pipe, 6,599 linear feet
of 10" clay tile sewer pipe, 10,587 linear feet of 8" clay tile sewer
pipe, 31,182 linear feet of 6" clay tile sewer pipe, 55 cleanouts, 57
manholes and one Reupold & Stevens, Type B-11, float-operated dial and
drum recording measuring device, located on or beneath
the surface of the ground of the Clearfield Naval Supply Depot, County of
Davis, State of Utah, as shown on the aforementioned attached drawing 2499,
together with a ten-foot easement on both sides of the center lines of all
installed sanitary sewer mains, which mains are shown on the aforementioned
drawing 2499, for maintenance use by the GRANTEE, its successors and assigns,
in all cases where the aforesaid mains traverse or lie beneath the surface
of unimproved land, and a seven and one-half foot easement on both sides
of the center lines of all installed sanitary sewer mains, which mains
are shown on the aforesaid drawing 2499, for maintenance use by the GRANTEE,
its successors and assigns, where the aforesaid mains traverse or lie
beneath paved or unpaved streets, roads or railroads.

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

FURTHER SUBJECT TO a reservation by the GRANTOR of an easement or easements as provided under Pages, and

THE GRANTOR SUBJECT TO the duty and obligation of the GRANTEE, its successors and assigns, upon acceptance of this deed to furnish the GRANTOR, its successors and assigns, sanitary sewer service at a rate not in excess of that charged residents of Clearfield and the Davis County area for comparable 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 interest in realty and appurtenances, for every part and parcel thereof, except as hereinafter otherwise expressly provided and except as the same or any thereof are 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 and 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 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 law and regulations, may authorize in writing.

§. Not less than 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 the said conditions within 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 interest in realty 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

... shall be deemed to have the option to re-enter the premises for any 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 fair market value of one hundred and thirty thousand dollars (\$130,000.00) 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

... 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 exploited, hypothecated, leased, mortgaged, resold, encumbered, 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, encumbrance, exploitation, 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 STATES OF AMERICA shall bear the entire cost of maintenance of such portion of the property used or to exclusively or over which it may have exclusive

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 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 12, 1965

Witness my hand + official seal.

Shirley C. Stewart
Notary Public

ORIGINAL