

DEPARTMENT OF THE ARMY

EASEMENT FOR RIGHTS OF WAY

ON DUGWAY PROVING GROUND, TOOELE COUNTY, UTAH

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by the Act of Congress approved 8 August 1949 (P. L. 211, 81st Congress) hereby grants to KETELL & ASSOCIATES, Inc., a corporation organized and existing under the laws of the State of Nevada, with principal place of business at 320 Board of Trade Building, Portland, Oregon, hereinafter designated as the grantee, for a period not exceeding seventy-five (75) years from the date hereof, an easement for rights of way for water pipe lines, sewer lines, and electric transmission line over, across, in, and upon land under the control of the Secretary of the Army at the location shown in red on Exhibit "A" and described on Exhibit "B", both exhibits attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. That the grantee shall pay to the United States compensation in the amount of Two Hundred Forty and No/100 Dollars (\$240.00) payable in advance. Compensation shall be made payable to the Treasurer of the United States and forwarded by the grantee to District Engineer, Corps of Engineers, U. S. Army, Box 3050 Rincon Annex, San Francisco, California.
2. That the construction, installation and/or operation and maintenance of said line shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer", and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.
3. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such reasonable rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.
4. That the rights of way hereby granted shall not occupy more land than is reasonably necessary for such purpose, and in no event shall exceed the width described in Exhibit "B" attached hereto.
5. That the grantee shall supervise the said lines and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of construction and installation of said lines and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer.
6. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises, shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.
7. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the rights of way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the rights of way herein granted.
8. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of said premises, nor for damages to the property of the grantee, nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims, except as otherwise provided in Condition No. 10 hereof.
9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, installation, maintenance, and use of said lines.
10. That all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761) to be peculiarly essential to the production of fissionable material, contained, in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now exists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto such sums, including profits, as the Commission deems fair and reasonable for the discovery, mining, development, production, extraction, and other services performed with respect to such material prior to such delivery, but such payment shall not include any amount on account of the value of such material before removal from its place of deposit in nature.

If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

11. That, upon the expiration, termination, or annulment and forfeiture of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove the said lines from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said lines and so restore the premises, the United States shall have the option either to take over the said lines as the property of the United States, without compensation therefor, or to remove them and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States or its officers or agents, on account of the taking over of said lines or on account of their removal.

12. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the representatives, successors, and assigns of the grantee.

13. That this easement and/or any portion hereof may be annulled and forfeited by declaration of the Secretary of the Army for non-use or for abandonment, or upon termination of Lease No. DA(s) -04-203-eng-258 between the parties hereto and for the purpose for which this easement is granted. HRK-17

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of the Army by direction of the Secretary of the Army this 24th day of April, 1952.

APPROVED

Ketell & Associates, Inc.
H. R. Ketell, Pres.
M. A. Moore, Secy.

(C O R P O R A T E)
(S E A L)

Sherry B. Myres /s/
Major,
JAGC CHIEF
Legal Engineer, OUSA
Branch

STATE OF VIRGINIA)
COUNTY OF ARLINGTON,)

SS.

On the 24th day of April, 1952, personally appeared before me Sherry B. Myers, the signer of the above instrument, who duly acknowledged to me that he executed the same by direction of the Under Secretary of the Army as the act and deed of the United States of America.

(SEAL)

My Commission expires 14 Sept. 1952

A. F. Spada, Notary Public
Arlington County, Virginia

EXHIBIT "A"

DUGWAY PROVING GROUND

Those certain parcels of land situated in Section 9, Township 7 South, Range 8 West, Salt Lake Base and Meridian, in the County of Tooele, State of Utah, and being a portion of lands now owned by the United States Government and known as the DUGWAY PROVING GROUND, said parcels of land being easements for utility purposes, and said easements being more particularly described as follows:

Easement No. 1 for a 10" water line. Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the southwesterly right of way line of an existing road known as West Home Avenue. Said right of way line being also the southwesterly line of that certain 35.15 acre tract of land known as the West Housing tract of the Easy Area, Wherry Housing Project. Said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: S. 71° 24' 43" W. 1998.38 feet to a point on the most southerly corner of said 35.15 acre tract of land and N. 73° 57' 30" W. 1698.26 feet along said southwesterly line of said tract of land to the point of beginning; said point of beginning being further described as being S. 73° 57' 30" E. 10 feet from the most westerly corner of said 35.15 acre tract of land; Thence from said point of beginning leaving said southwesterly line of said 35.15 acre tract of land. S. 16° 02' 30" W. 40.00 feet to a 12"X12"X10" Wye in an existing 12" Water Main and being the point of ending, and containing .009 of an acre of land, more or less.

Easement No. 2 for an 8" water line, Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the westerly right of way line of an existing road known as West School Avenue, said westerly right of way line being also the easterly line of the aforementioned 35.15 acre tract of land known as the West Housing tract of the Easy Area, Wherry Housing Project. Said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: S. 71° 24' 43" W. 1998.38 feet to a point on the most southerly corner of said 35.15 acre tract of land; a long the southeasterly and northeasterly line of said 35.15 acre tract of land N. 16° 02' 30" E. 621.00 feet; N. 73° 57' 30" W. 510.00 feet; continuing along the northeasterly line of said tract on a curve to the right tangent to the preceding course and having a radius of 257.42 feet through a central angle of 45° 00' 00" for an arc distance of 202.18 feet; continuing along the northeasterly line of said tract N. 28° 57' 30" W. 975.00 feet to the point of beginning; said point of beginning being further described as being S. 28° 57' 30" E. 10 feet along said northeasterly line from the most northerly corner of said 35.15 acre tract of land. Thence, from said point of beginning leaving said

EXHIBIT "B"

NORTHEASTERLY line of said 35.15 acre tract and crossing said West School Avenue N. 61° 02' 30" E. 50.00 feet, more or less, to the southwesterly line of a 4.68 acre tract of land known as the North Housing tract of said Easy Area, Wherry Housing Project and being the point of ending and containing .011 of an acre of land, more or less.

Easement No. 3 for an 8" water line. Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the easterly right of way line of an existing road known as East School Avenue, said easterly right of way line being also the westerly line of that certain 44.93 acre tract of land known as the East Housing tract of said Easy Area, Wherry Housing Project. Said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: N. 44° 41' 41" W. 374.11 feet to a point on the southeasterly corner of said 44.93 acre tract of land; along the southwesterly line of said 44.93 acre tract of land N. 73° 57' 30" W. 750.26; continuing along said southwesterly line on a curve to the left tangent to the preceding course and having a radius of 568.00 feet; through a central angle of 15° 59' 29" for an arc distance of 158.53 feet to a point on the southwesterly corner of said 44.93 acre tract of land; along the westerly line of said tract N. 0° 57' 30" E. 861.07 feet; continuing along said westerly line on a curve to the left tangent to the preceding course and having a radius of 261.61 feet, through a central angle of 29° 55' 00" for an arc distance of 136.60 feet; continuing along said westerly line N. 28° 57' 30" W. 455.00 feet to the point of beginning; said point of beginning being further described as being S. 28° 57' 30" E. 10 feet along said westerly line from the northwesterly corner of said 44.93 acre tract of land; Thence, from said point of beginning leaving said westerly line and crossing said East School Avenue S. 61° 02' 30" W. 50.00 feet to the northeasterly line of the aforementioned 4.68 acre tract of land known as the North Housing tract, and being the point of ending and containing .011 of an acre of land, more or less.

EASEMENT NO. 4 for an 8" Sanitary Sewer line.

Being an easement 10 feet wide and being 5 feet on each side of the following described center line: Beginning at a point on the southwesterly line of that aforementioned certain 35.15 acre tract of land known as the West Housing Area of the Easy Area, Wherry Housing Project. Said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: S. 71° 24' 43" W. 1998.38 feet to a point on the most southerly corner of said 35.15 acre tract of land, and N. 73° 57' 30" W. 142.00 feet along said southwesterly line of said tract of land to the point of beginning; Thence, from said point of beginning leaving said southwesterly line of said 35.15 acre tract of land S. 16° 02' 30" W. 14.00 feet to an existing sewer manhole and being the point of ending and containing .003 of an acre of land, more or less.

Easement No. 5 for an 8" sanitary sewer line. Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the northwesterly right of way line of an existing road known as Circle Drive; said northwesterly right of way line being also the southeasterly line of that aforementioned certain 35.15 acre tract of land known as the West Housing tract of the Easy Area, Wherry Housing Project; said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: S. 71° 24' 43" W. 1998.38 feet to a point on the most southerly corner of said 35.15 acre tract of land, and N. 16° 02' 30" E. 613.00 feet along the southeasterly line of said tract of land to the point of beginning; said point of beginning being further described as being S. 16° 02' 30" W. 8.00 feet along said southeasterly line from the most easterly corner of said 35.15 acre tract of land; Thence, from said point of beginning leaving said southeasterly line and crossing said Circle Drive S. 73° 57' 30" E. 58.00 feet to an existing sewer manhole and being the point of ending and containing .013 of an acre of land, more or less.

Easement No. 6 for an 8" Sanitary Sewer line. Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the northerly right of way line of an existing road known as Circle Drive, said northerly right of way line being also the southerly line of that aforementioned certain 44.93 acre tract of land known as the East Housing tract of the Easy Area, Wherry Housing Project; said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: N. 44° 41' 41" W. 374.11 feet to a point on the southeasterly corner of said 44.93 acre tract of land and N. 73° 57' 30" W. 50.00 feet along the southerly line of said tract of land to the point of beginning; Thence, from said point of beginning leaving the southerly line of said tract of land and crossing said Circle Drive S. 16° 02' 30" W. 58.00 feet to an existing sewer manhole and being the point of ending, and containing .013 of an acre of land, more or less.

DUGWAY PROVING GROUND

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Easement No. 7 for Electrical service line. Being an easement 10 feet wide and being 5 feet on each side of the following described center line:

Beginning at a point on the easterly right of way line of an existing road known as East Home Avenue, said easterly right of way line being also the easterly line of that aforementioned, certain 44.93 acre tract of land known as the East Housing Tract of the Easy Area, Wherry Housing Project; said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South Range 8 West Salt Lake Base and Meridian: N. 44° 41' 41" W 374.11 feet to a point on the Southeasterly corner of said 44.93 acre tract of land and N. 16° 02' 30" E 146.00 feet along the easterly line of said tract of land to the point of beginning; thence, from said point of beginning and leaving said easterly line of said tract of land S. 73° 57' 30" E. 2.00 feet to an electric service pole and being the point of ending and containing .0005 of an acre of land, more or less.

Easement No. 8 for Electrical Service Lines. Being an easement 10 feet wide and being 5 feet on each side of the following described center line;

Beginning at a point on the Southwesterly right of way of an existing road known as West Home Avenue; said Southwesterly right of way line being also the Southwesterly line of that aforementioned certain 35.15 acre tract of land known as the West Housing Tract of the Easy Area, Wherry Housing Project; said point of beginning being further described by the following bearings and distances from the 1/4 corner common to Sections 9 and 10 of said Township 7 South, Range 8 West, Salt Lake Base and Meridian: S 71° 24' 43" W 1998.38 feet to a point on the most Southerly corner of said 35.15 acre tract of land and N. 73° 57' 30" W 146.00 feet along the Southwesterly line of said tract of land to the point of beginning; thence from said point of beginning leaving the southwesterly line of said tract of land S. 16° 02' 30" W 2.00 feet to an electric service pole and being the point of ending and containing .0005 of an acre of land, more or less.

Copy

DEPARTMENT OF THE ARMY
WASHINGTON, D. C.

APR 24 1952

MEMORANDUM FOR: THE CHIEF OF ENGINEERS

SUBJECT: Authority to Execute a Lease for the Use of Certain Land at Dugway Proving Ground, Utah

Major Sherry B. Myers, JAGC, Chief, Legal Branch, Office of the Under Secretary of the Army, was authorized at my direction to execute a lease to Ketell and Associates, Inc., for the use of certain described land located within the Dugway Proving Ground, Utah, to be used for the purpose of constructing and operating a housing project for primary occupancy by military and civilian personnel of the Army, Navy, Marine Corps and Air Force (including Government Contractors' employees).

/s/ Frank Pace, Jr.
Frank Pace, Jr.
Secretary of the Army

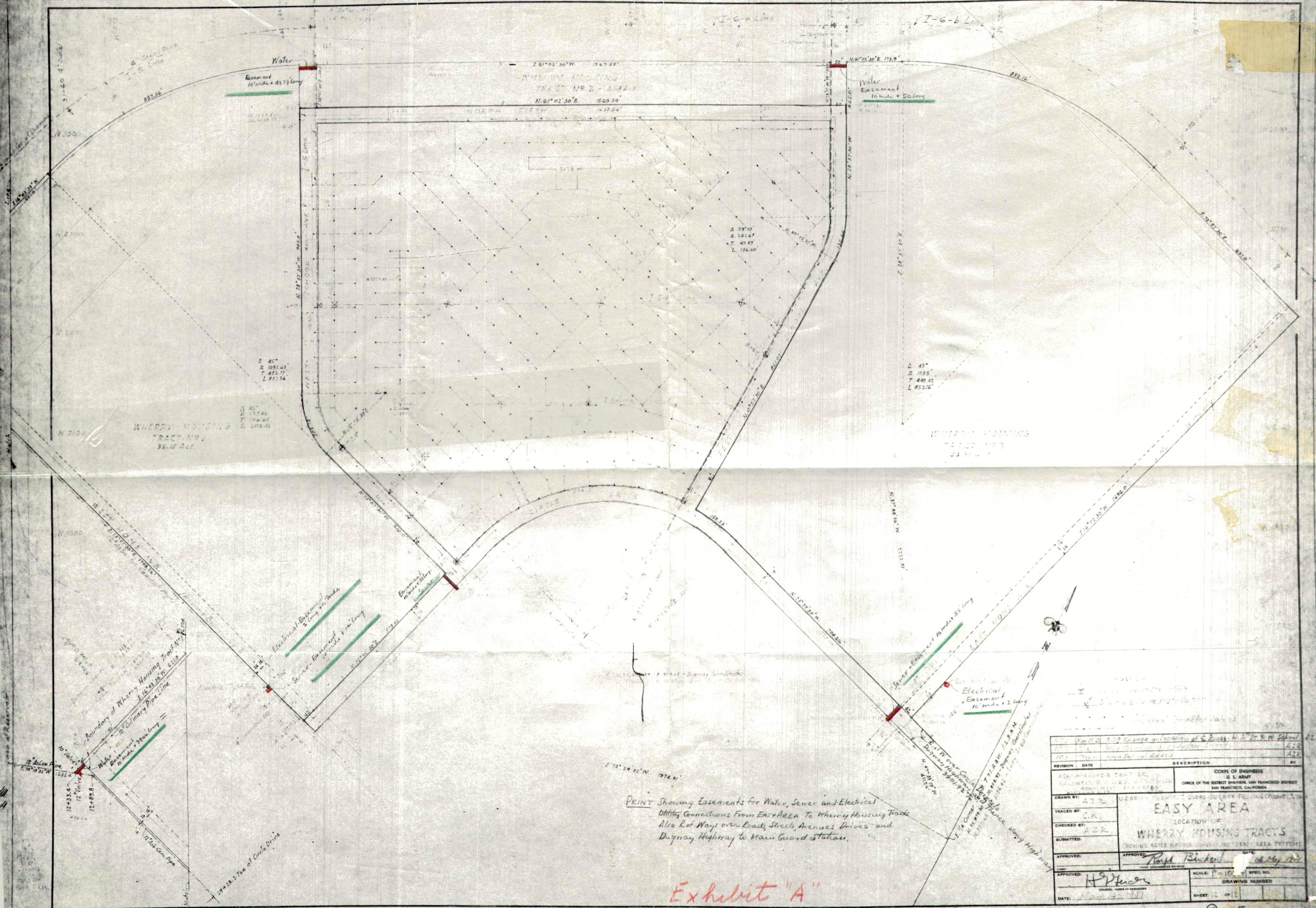
#231648

Recorded at the request of Title Insurance Agency, May 8, 1952 at 9:05 A. M.

L.

Rose P. Musinger
COUNTY RECORDER

Attached hereto is a copy of EASY AREA, WHERRY HOUSING TRACTS "Exhibit "A" "
THIS WAS ATTACHED TO ABOVE INSTRUMENT #231648



REVISION	DATE	DESCRIPTION	BY
1	Jan 11 1959	Change in location of E. 5th St. & W. School	AZB
2	Feb 11 1959	Change in location of E. 5th St. & W. School	AZB
3	Mar 11 1959	Change in location of E. 5th St. & W. School	AZB

DRAWN BY: AZB CHECKED BY: C.K. SUBMITTED: ABK	CORPS OF ENGINEERS U. S. ARMY OFFICE OF THE DISTRICT ENGINEER, SAN FRANCISCO DISTRICT SAN FRANCISCO, CALIFORNIA EASY AREA LOCATION OF WHERRY HOUSING TRACTS SHOWING WATER, SEWER, AND ELECTRICAL UTILITY CONNECTIONS
APPROVED: H.P. Jones DATE: 12/14/58	APPROVED: Ralph B. Baker DATE: 12/14/58
SCALE: 1" = 100' SHEET 13 OF 12	DISTRICT FILE NO. 33-204-271-L SHEET 13 OF 12 DUGWAY

Exhibit "A"