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BOOK 2514 PAGE 255

Recorded at Request of Clayton H. Kimball, Univ. Eng.
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of \$11.00 Fee Paid \$11.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Lee F. Johnson Dep. Date DEC 7 1966
QUITCLAIM DEED 1130 Campus Blvd.
University of Utah

This QUITCLAIM DEED, made as of the 22nd day of November, 1966,

between the

UNITED STATES OF AMERICA, GRANTOR, acting by the Secretary of Health, Education, and Welfare, hereinafter called the Secretary, through the Regional Director for Region VIII of the Department of Health, Education, and Welfare, hereinafter called the Department, under and pursuant to the power and authority contained in the Federal Property and Administrative Services Act of 1949, Public Law 81-152, as amended, hereinafter called the Act, and the Federal Civil Rights Act of 1964, Public Law 88-352, and regulations promulgated thereunder,

and the

UNIVERSITY OF UTAH, a body politic and corporate of the State of Utah located in the County of Salt Lake, GRANTEE.

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain real property in Salt Lake County, Utah, hereinafter called the property and more fully described below; and

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

WHEREAS, by letter dated September 26, 1966, the Administrator of General Services assigned the property to the Secretary for disposal, upon his recommendation that the property is needed for educational purposes in accordance with the provisions of the Act; and

WHEREAS, the GRANTEE made application on August 26, 1966, under the provisions of the Act, to purchase the property for educational use with a public benefit allowance of one hundred (100) percent of the fair market value thereof; and

WHEREAS, the appraised fair market value of the property as of the date of this Quitclaim Deed is forty-nine thousand six hundred and fifty dollars (\$49,650); and

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WHEREAS, the Secretary has accepted the application of the GRANTEE to purchase the property for educational use; and

WHEREAS, the Administrator of General Services has advised that no objection will be interposed to the transfer of the property to the GRANTEE excepting minerals lying within or under the property in natural state and the right to exploit the same for use by the GRANTEE for educational purposes as permitted under the terms of the Act and specified in the application of the GRANTEE.

NOW, THEREFORE, the GRANTOR, for and in consideration of the public benefits to be derived from utilization of the property for educational purposes by the GRANTEE in accordance with the plan contained in the application, and the promise of the GRANTEE to faithfully observe and perform the conditions, covenants, reservations and restrictions hereinafter set forth, does hereby QUITCLAIM, RELEASE and REMISE unto the GRANTEE, its successors and assigns, all such interest, right and title as the GRANTOR has in and to the following-described property, to-wit:

That portion of Fort Douglas Military Reservation located in the SE-1/4 of projected Section 4, T.1S., R.1E., S.L.M., in the County of Salt Lake, State of Utah, said portion being described as follows:

Commencing, for reference, at Monument No. 5 marking an angle point in the Westerly boundary line of Fort Douglas as established by the 1940 survey thereof and also marking the Southwesterly corner of that 1.13 acre Exception (Parcel 1) in the quitclaim deed from the United States of America to the University of Utah dated 8 November 1948, as shown on a map of the survey thereof, District File No. 45-1-175, on file in the Reservation Post Engineer's office; thence, from said Monument No. 5, Northeasterly, the following courses as cited in Parcel 3 - Exception of said quitclaim deed:

East,	205.03 feet;
N 71° 35' 20" E,	249.90 feet;
N 60° 38' 50" E,	181.60 feet;
N 55° 46' 00" E,	364.13 feet;
N 55° 41' 40" E,	139.75 feet to the

Southeasterly corner of said Parcel 3 - Exception (this point may be Monument U.S.-19); thence N 55° 44' 00" E, 523.44 feet along the Easterly line of said Parcel 3 to the TRUE POINT OF BEGINNING;

THENCE, (1) N 34° 15' 00" W, 290.0 feet to the Westerly line of said Parcel 3;

THENCE, along the boundary of said Parcel 3 the following courses:

- (2) N 55° 44' 50" E, 245.0 feet;
 (3) N 34° 15' 00"W, 97.0 feet;
 (4) N 55° 44' 50"E, 127.0 feet to the
 Northwesterly corner of Parcel 3;
 (5) S 34° 15' 00"E, 387.0 feet to the
 Northeasterly corner of Parcel 3;
 (6) S 55° 44' 50" W, 372.0 feet to the
 TRUE POINT OF BEGINNING and containing 2.76
 acres, more or less; together with the improve-
 ments thereon, as follows:

Buildings

- No. 519 Garage, single-story, frame; size: 1,488 Sq. ft.;
 518 Electronics & Arament, single-story, frame,
 8,190 sq. ft.
 T517 Gas station, single-story, shake; 168 Sq. ft.
 T520 Garage, single-story, corrugated iron;
 8,000 sq. ft.

SUBJECT TO all easements, exceptions, interests, liens or reservations of record.

TOGETHER WITH, all and singular, the appurtenances, hereditaments, improvements and tenements thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, issues, profits and rent thereof, except as hereinafter otherwise expressly provided.

Excepting and reserving unto the GRANTOR and its assigns title to any and all deposits or concentrations of minerals lying within, upon or under the property in natural state, including uranium, thorium, radium, iron, copper, lead, zinc, precious metals, other ferrous and non-ferrous metals, oil, gas, and coal or other hydrocarbons, and the right through authorized agents and representatives at any time to enter upon the property and prospect for, extract and remove the same.

TO HAVE AND TO HOLD the property unto the GRANTEE and its successors and assigns forever, PROVIDED, that the GRANTOR shall retain possession of the premises until June 30, 1967, and will not surrender possession of the premises to the GRANTEE until July 1, 1967, and FURTHER PROVIDED, that this deed is made and accepted upon each of the following conditions subsequent, which shall be binding upon and enforceable against the GRANTEE, its successors and assigns, as follows:

1. That for a period of thirty (30) years from the date of this deed the property herein conveyed shall be utilized continuously for educational purposes in accordance with the proposed program and plan set forth in the application of the GRANTEE and for no other purpose.

2. That during the aforesaid period of thirty (30) years, the GRANTEE will encumber, hypothecate, lease, mortgage, resell or otherwise dispose of the 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.

3. That one year from the date of this deed and annually thereafter for the aforesaid period of thirty (30) 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 property and will furnish, as requested, other pertinent data evidencing continuous use of the property herein conveyed for the purposes specified in the aforementioned application of the GRANTEE.

4. That for the period during which the property is used for a purpose for which Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits, the GRANTEE hereby agrees that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, Public Law 88-352, and all requirements imposed by or pursuant to the regulation of the Department, 45 Code of Federal Regulations, Part 80, issued pursuant to that Title and as in effect on the date of this deed, to the end that, in accordance with the aforesaid Title VI and the aforesaid regulation, 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 otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the GRANTEE, its successors or assigns,

to which such Act and Regulation apply by reason of this conveyance.

In the event of a breach of any of the conditions set forth above, whether caused by the legal or other inability of the 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 non-compliance, then, and in such event, all right, title and interest in and to the property conveyed by this instrument shall, at the 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 GRANTEE and all instrumentalities thereof and their successors and assigns, shall forfeit all interest, right and title in and to the property and in any and all of the appurtenances, hereditaments and tenements 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 GRANTEE, its successors and assigns, with respect to such future performance shall continue in full force and effect; PROVIDED, FURTHER, that in the event that the GRANTOR fails to exercise its option to reenter the premises for any such breach of conditions subsequent numbered 1, 2 and 3 herein within thirty-one (31) years from the date of this conveyance, the conditions numbered 1, 2 and 3 herein together with all of the rights of the GRANTOR to reenter as in this paragraph provided with respect to conditions numbered 1, 2 and 3 herein, shall, as of that date, terminate and be extinguished; PROVIDED, FURTHER, that the expirations of conditions numbered 1, 2 and 3 above and the rights to reenter shall not affect the

obligation of the GRANTEE, its successors or assigns with respect to condition numbered 4 herein or the right reserved to the GRANTOR to reenter for breach of said condition. The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, its successors and assigns, and for every successor in interest to the property herein conveyed or any part thereof - which covenant shall attach to and run with the land for so long as the property herein conveyed is used for a purpose for which Federal financial assistance is extended by the Department or for another purpose involving the provision of similar services or benefits and which covenant shall in any event, and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the GRANTOR, its successors and assigns, against the GRANTEE, its successors and assigns, and every successor in interest to the property, or any part thereof - that they will comply with Title VI of the Civil Rights Act of 1964, Public Law 88-352, and all requirements imposed by or pursuant to the regulation of the Department, 45 Code of Federal Regulations, Part 80, issued pursuant to that Title and as in effect on the date of this deed, to the end that, in accordance with Title VI of the Civil Rights Act of 1964 and the regulation, 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 otherwise subjected to discrimination under the program and plan referred to in condition 1 above or under any other program or activity of the GRANTEE, its successors or assigns, to which the Civil Rights Act of 1964 and Regulation apply by reason of this conveyance.

The GRANTEE, by the acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event that the property conveyed hereby is sold, leased, mortgaged, encumbered, or otherwise disposed of, or is used for

purposes other than those set forth in the above-identified application without the consent of the Department, all revenues or the reasonable value, as determined by the Department, of benefits to the GRANTEE or its assigns or to any other person or corporation, deriving directly or indirectly from such sale, lease, mortgage, encumbrance, disposal or use (or the reasonable value as determined by the Department of any other unauthorized use) shall be considered to have been received and held in trust by the GRANTEE for the GRANTOR and shall be subject to the direction and control of the Department,

The GRANTEE, by the acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that if the GRANTEE, its successors and assigns, shall cause any of the improvements situated on the property to be insured against loss, damage or destruction, and any such loss, damage or destruction shall occur during the period that the GRANTEE holds title to the property subject to conditions numbered 1, 2 and 3 above, said insurance and all moneys payable as such to the GRANTEE, its successors or assigns, shall be held in trust by the GRANTEE, its successors or assigns, and shall promptly be used 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 in an amount not exceeding the unamortized public benefit allowance of the improvements lost, damaged or destroyed.

In the event that title to the property is reverted to the GRANTOR for noncompliance or voluntarily reconveyed in lieu of reverter, the GRANTEE shall, at the option of the Secretary or his successor in function, be responsible for and shall be required to reimburse the GRANTOR for the decreased value of the property not the result of reasonable wear and tear, acts of God, and alterations and conversions made by the GRANTEE to adapt the property to the educational uses for which the property was acquired.

The GRANTEE may secure abrogation of the conditions subsequent numbered 1, 2 and 3 herein by:

- a. Obtaining the consent of the Secretary or his successor in function; and
- b. Making payment to the GRANTOR in accordance with the following conditions:
 - (i) If abrogation is requested by the GRANTEE for the purpose of making the property or a portion thereof available to serve the needs or purposes of a third party, payment shall be based upon the current fair value, as of the date of any such requested abrogation, of the property to be released from the conditions and restrictions, less amortized credit at the rate of three and one-third percent (3-1/3%) of said current market value for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the aforementioned application of the GRANTEE.
 - (ii) If abrogation is requested by the GRANTEE for the purpose of making the property available as security for financing new construction, for acquiring substitute or better facilities, or for relocating elsewhere, or for any other purpose of further advancing or promoting the program specified in the aforementioned application of the GRANTEE, payment shall be based upon the public benefit allowance granted to the GRANTEE of one hundred percent (100%) from the market value of forty-nine thousand six hundred and fifty dollars (\$49,650) as of the date of this instrument, less a credit at the rate of three and one-third percent (3-1/3%) of said market value for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the aforementioned application; PROVIDED, HOWEVER, that

the GRANTEE shall execute an agreement, supported by such surety bond or other security as the Secretary or his successor in function may require, to assure that the proceeds of sale obtained by the GRANTEE in any disposal of any portion of the property to advance or promote the program will be devoted to such program use.

The GRANTEE, by the acceptance of this deed, further covenants and agrees, for itself, its successors and assigns, that the GRANTOR 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 and unrestricted control, possession 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 nonexclusive and shall not impose any obligation upon the GRANTOR to pay rent or any other fees or charges during the period of emergency, except that the GRANTOR 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 nonexclusively or over which it may have exclusive possession or control, (iii) pay a fair rent for the use of improvements or additions to the property made by the 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 as of the day and year first above written.

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

By William F. Van Orman
Regional Director
Region VIII, Department of Health,
Education, and Welfare

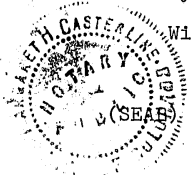
ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
City and County of Denver)

On this 22nd day of November, 1966, before me,
Margaret H. Casterline, a Notary Public personally appeared
William T. Van Orman, known to me to be the Regional Director for
Region VIII, Department of Health, Education, and Welfare, and
known to me to be the person who executed the within instrument
on behalf of the Secretary of Health, Education, and Welfare for
the United States of America and acknowledged to me that he
subscribed to the said instrument the name of the United States
of America and the name of the Secretary of Health, Education,
and Welfare on behalf of the United States of America, and further
that the United States of America executed the said instrument.

My commission expires My Commission expires October 22, 1969

Witness my hand and official seal.



Margaret H. Casterline
Notary Public

ACCEPTANCE

The University of Utah, a body politic and corporate of the
State of Utah, GRANTEE, hereby accepts this quitclaim deed for
itself, its successors and assigns, subject to all of the con-
ditions, reservations, restrictions and terms contained therein.

IN WITNESS WHEREOF the University of Utah, GRANTEE, has
caused these presents to be executed by its President.

UNIVERSITY OF UTAH, GRANTEE

By James C. Fletcher
James Chipman Fletcher, President

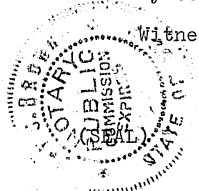


STATE OF UTAH)
) ss
County of Salt Lake)

On this 21st day of November, 1966, before me,
Louise C. Brown, a Notary Public, personally
appeared James Chipman Fletcher, known to me to be the President
of the University of Utah, Salt Lake City, Utah, and known to me
to be the person who executed and accepted the foregoing instru-
ment on behalf of the University of Utah, and acknowledged to me
that he executed and accepted the said instrument as the free and
voluntary act of the University of Utah for the use and purposes
therein set forth.

My commission expires Jan. 9, 1967

Witness my hand and official seal.



Louise C. Brown
Notary Public