

QUITCLAIM DEED

2295472

This QUITCLAIM DEED, made as of the 9th day of April, 1968,

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 November 20, 1967, 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, by letters dated January 3, 1968, March 7, 1968, and March 18, 1968, the Administrator of General Services has extended the time for disposal of such property by the Secretary through April 15, 1968; and

Recorded at Request of Clayton H. Kimball
at 3:32 P.M. Fee Paid NOEEB HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah, City 84112
by *[Signature]* Dep. Date JUL 15 1969

ORIGINAL

WHEREAS, the GRANTEE made application on June 23, 1967, 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 two hundred twenty-five thousand five hundred dollars (\$225,500); and

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 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 faithfully to 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:

Portion of 9.91 Acre Parcel No. 3 - Exception

That portion of Fort Douglas Military Reservation located in the SE $\frac{1}{4}$ of projected Section 4, Township 1 South, Range 1 East, 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
 TRUE POINT OF BEGINNING which is the South-
 westerly corner of said Parcel 3 - Exception
 (this point may be Monument U. S.-19);

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

- (1) N 34° 16' 10" W, 168.10 feet;
- (2) S 55° 41' 40" W, 98.69 feet;
- (3) N 34° 18' 10" W, 368.37 feet;
- (4) N 55° 41' 40" E, 98.83 feet;
- (5) N 34° 18' 10" W, 243.74 feet;
- (6) N 55° 44' 50" E, 131.66 feet;
- (7) S 34° 15' 00" E, 234.06 feet;
- (8) N 55° 44' 50" E, 150.82 feet;
- (9) S 34° 15' 00" E, 70.06 feet;
- (10) N 55° 44' 50" E, 109.26 feet;
- (11) S 34° 15' 00" E, 186.00 feet;
- (12) N 55° 44' 50" E, 132.18 feet; THENCE,
- (13) S 34° 15' 00" E, 290.04 feet to
 the Easterly line of Parcel 3; THENCE,
- (14) S 55° 44' 30" W 523.44 feet to the
 TRUE POINT OF BEGINNING and containing
 7.15 acres, more or less.

Buildings

T-505 - General Storehouse
 506 - Motor Repair Shop
 T-508 - General Storehouse
 509 - Ord. Field Maintenance Shop
 T-510 - Motor Repair Shop
 T-511 - Building, Gen. Inst.
 512 - Vehicle Storage Fac.
 S-514 - General Storehouse
 T-516 - Vehicle Storage Fac.
 S-515 - General Storehouse

SUBJECT to all easements, exceptions, interests, liens or reservations of record, and FURTHER SUBJECT to the rights of the United States Department of the Army to use, operate and maintain the water supply system, water distribution facilities, and utilities systems now existing on, within and under said property.

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.

TO HAVE AND TO HOLD the property unto the GRANTEE and its successors and assigns forever, 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 regulations 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 regulations, 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 regulations 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 noncompliance, 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 re-enter 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 re-enter 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 re-enter 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 re-enter 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 regulations 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 regulations, 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 regulations 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, during the period that the GRANTEE holds title to the property subject to conditions numbered 1, 2 and 3 above, 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 Department of Health, Education, and Welfare, or its successor in function; and
- b. Payment to the United States of America 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 the public benefit allowance granted on the original fair market value for each twelve (12) months during which the property has been utilized in accordance with the purposes specified in the above-identified 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 above-identified 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 two hundred twenty-five thousand five hundred dollars (\$225,500), as of the date of this instrument, less a credit at the rate of three and one-third percent (3-1/3%) of the public benefit allowance granted for each twelve (12) months during which the property has been utilized in accordance with the purpose specified in the above-identified application; PROVIDED, HOWEVER, that the GRANTEE shall execute an agreement, supported by such surety bond or other security that may be deemed by the Department to be necessary or advisable, to assure that the proceeds of sale obtained by the GRANTEE in any disposal of any portion of the property for effectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the above-identified application.

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 T. Van Orman
 Regional Director
 Region VIII, Department of Health,
 Education, and Welfare

ACKNOWLEDGEMENT

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

On this 9 day of April, 1968, before me,

Margaret H. Castorland, 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. Castorline
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 conditions, 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 C. Fletcher, President

(SEAL)

STATE OF UTAH)
County of Salt Lake) ss

On this 4th day of April, 1968, before me, Miriam J. Palmer, a Notary Public, personally appeared James C. 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 instrument 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 November 22, 1968.

Witness my hand and official seal.



Miriam J. Palmer
Notary Public

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