1139709

Recorded at Request of University of Utah

at 10:30 A M Fee paid $ 7.10 Hazel Taggart Chase, Recorder Salt Lake County, Utah NOV 8 - 1949

By C. E. Schultz, Dep. Book 644 Page 211 Ref. will call.

Q/C Deed
W-Utah-21

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the United States of America, acting by and through War Assets Administrator, under and pursuant to Reorganization Plan No. 1, 1947 (12 F. R. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944 (58 Stat. 765) and WAA Reg. No. 1, as amended, Grantor, hereinafter called "Government" hereby quitclaims to the UNIVERSITY OF UTAH, a body politic and corporate created and existing under Section 4, Article X of the Constitution of the State of Utah, Grantee, hereinafter called the "University", whose address is Salt Lake City, County of Salt Lake, State of Utah, for and in consideration of the assumption by the University of the obligations, and its taking subject to all of the covenants, conditions, restrictions and reservations hereinafter contained, the following described property lying and being in the County of Salt Lake, State of Utah, to wit:

Tract 1. That certain tract of land lying within the United States Army Fort Douglas Military Reservation in Salt Lake County, State of Utah, Township one south, Range one East, Salt Lake Base and Meridian (T.1S., R.1 E., S. L. B. & M.) and being more particularly described as follows:

Beginning at a brass cap monument located on the westerly boundary of the United States Army Fort Douglas Military Reservation in Salt Lake County, State of Utah, said point of beginning being N 00° 02' 40" W 699.35 feet from monument No. 11 (3' x 3' x 5' concrete monument with a 2-1/2" brass disc), as shown on map entitled "Survey of Western Boundary of U. S. Military Reservation, Fort Douglas, Utah," and on file at the Post Engineer's office, Fort Douglas, Utah; thence from said point of beginning the following seven courses and distances along the aforementioned Westerly boundary of Fort Douglas Military Reservation, S 00° 02' 40" E 699.35 feet; S 89° 57' 42" W 1316.48 feet; S 00° 00' 40" W 660.86 feet; S 89° 56' 18" W 1294.06 feet; S 00° 04' 10" W 1548.61 feet; East 1126.00 feet and South 3086.00 feet to monument No. 5; thence leaving said military reservation boundary East 947.95 feet; thence S 88° 36' 00" E 283.67 feet; the long chord distance for a 10 x 28.37 foot chord spiral curve to the right whose central angle is 4° 12', to a point; thence from last said point on a curve to the right whose tangent bears S 86° 48' 00" E and whose radius is 1960.08 feet for a distance of 1407.35 feet; thence on a curve to the right whose tangent bears N 18° 38' 48" W and whose radius is 498.05 feet for a distance of 384.04 feet; thence N 25° 32' 00" E 331.86 feet; thence on a curve to the left whose radius is 400 feet for a distance of 284.49 feet; thence N 15° 13' 00" W 859.54 feet; thence on a curve to the right whose radius is 2000 feet for a distance of 162.23 feet; thence N 10° 34' 10" W 377.88 feet; thence on a curve to the left whose radius is 700 feet for a distance of 141.44 feet; thence N 22° 08' 50" W 737.12 feet; thence N 81° 09' 30" E 438.05 feet; thence N 52° 46' 10" E 335.10 feet; thence S 39° 16' 20" E 15.35 feet; thence N 80° 21' 00" E 619.00 feet; thence N 46° 06' 00" E 57.00 feet; thence N 54° 08' 00" E 320.83 feet; thence N 32° 50' 10" W 949.33 feet to a brass disc monument; thence N 38° 33' 40" W 2639.15 feet to the point of beginning and containing 298.59 acres of land, more or less, excluding the acreage in the following described five exceptions.

Parcel 1 — Exception

That certain parcel of land situated within the aforedescribed Tract 1 and being that parcel of land retained for the Sixth Army and being further described as follows:

Beginning at a brass disc set in a concrete monument No. 5, said monument being located on the Westerly boundary of Fort Douglas Military Reservation, said point of beginning being East 965.0 feet from existing monument No. 4 as shown on the aforementioned map entitled "Survey of Western Boundary of U. S. Military Reservation, Fort Douglas, Utah; thence from said point

of beginning North 245.78 feet; thence N 89° 52' 40" E 200.00 feet; thence S 0° 01' 00" E 246.24 feet and West 200.00 feet to the point of beginning and containing 1.13 acres of land, more or less.

Parcel 2 - Exception

That certain parcel of land situated within the aforedescribed Tract 1 and being that parcel of land retained for the U. S. Bureau of Mines and being more particularly described as follows:

Beginning at a point on the Westerly boundary of Fort Douglas Military Reservation, said point being monument No. 6; thence along said westerly boundary West 820.00 feet; thence leaving said westerly boundary North 325.41 feet; thence S 88° 21' 10" E 682.72 feet; thence N 67° 11' 40" E 366.35 feet; thence S 00° 00' 50" E 927.60 feet; thence S 89° 59' 10" W 200.00 feet to a point on said westerly boundary; thence North 480.00 feet along said westerly boundary to the point of beginning and containing 10.07 acres of land, more or less.

Parcel 3 - Exception

That certain parcel of land situated within the aforedescribed Tract 1 and being that parcel of land retained for the Sixth Army and National Guard and being more particularly described as follows:

Beginning at a point, said point being located by the following five courses and distances from monument No. 5, said monument being located on the Westerly boundary of Fort Douglas Military Reservation; East 205.83 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 and N 55° 41' 40" E 139.75 feet; thence from said point of beginning N 34° 16' 10" W 168.10 feet; thence S 55° 41' 40" W 98.69 feet; thence N 34° 18' 10" W 368.37 feet; thence N 55° 41' 40" E 98.83 feet; thence N 34° 18' 10" W 243.74 feet; thence N 55° 44' 50" E 131.66 feet; thence S 34° 15' 00" E 234.06 feet; thence N 55° 44' 50" E 150.82 feet; thence S 34° 15' 00" E 70.06 feet; thence N 55° 44' 50" E 109.26 feet; thence S 34° 15' 00" E 186.00 feet; thence N 55° 44' 50" E 377.18 feet; thence N 34° 15' 00" W 97.00 feet; thence N 55° 44' 50" E 127.00 feet; thence S 34° 15' 00" E 387.00 feet; thence S 55° 44' 30" W 895.44 feet to the point of beginning and containing 9.91 acres of land, more or less.

Parcel 4 - Exception

That certain parcel of land situated within the aforedescribed Tract 1 and being a parcel of land retained for the U. S. Navy and being more particularly described as follows:

Beginning at a point, said point being located by the following five courses and distances from monument No. 11 as shown on map entitled "Survey of Western Boundary of U. S. Military Reservation, Fort Douglas, Utah," and on file at the Post Engineers Office, Fort Douglas, Utah: N 0° 02' 40" W 699.35 feet; S 38° 33' 40" E 2639.15 feet; S 32° 50' 10" E 949.33 feet; S 54° 08' W 320.83 feet and S 46° 06' W 57.00 feet; thence from said point of beginning N 23° 09' 30" E 8.63 feet; thence N 14° 49' 30" W 7.65 feet; thence N 33° 13' 30" W 235.23 feet; thence N 40° 43' 30" W 17.93 feet, thence N 55° 56' 00" W 16.86 feet; thence N 60° 34' 30" W 19.88 feet; thence N 44° 21' 00" W 19.91 feet; thence N 33° 13' 30" W 95.36 feet; thence S 54° 37' 30" W 250.72 feet; thence N 82° 37' 00" W 11.75 feet; thence N 56° 05' 00" W 12.47 feet; thence N 32° 44' 30" W 319.98 feet; thence N 36° 35' 30" W 21.14 feet; thence N 48° 12' 00" W 26.49 feet; thence N 59° 42' 00" W 22.04 feet; thence N 72° 06' 30" W 33.44 feet; thence N 79° 03' 30" W 101.68 feet; thence S 55° 18' 30" W 249.55 feet; thence S 39° 17' 00" E 637.90 feet; thence S 39° 16' 20" E 15.35; thence N 80° 21' 00" E 619.00 feet to the point of beginning and containing 7.41 acres of land, more or less.

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Q/C Reed
[illegible]-21 -3

Parcel 5 - Exception

That certain tract of land situated within the aforementioned tract 1 and being that parcel of land lying South and East of Hempstead Road and being more particularly described as follows:

Beginning at a point, said point being located East 205.[illegible] feet from Monument No. 5, said monument being located on the westerly boundary of Fort Douglas Military Reservation; thence from said point of beginning East 742.92 feet; thence South 88° 36' 00" East 283.67 feet, the long chord distance of a 10 x 28.37 feet chord spiral curve to the right whose central angle is 4° 12', to a point; thence from last said point on a curve to the right whose tangent bears S 85° 48' 00" E and whose radius is 1960.08 feet for a distance of 1407.35 feet; thence on a curve to the right whose tangent bears N 18° 38' 48" W and whose radius is 493.05 feet for a distance of 384.04 feet; thence N 25° 32' 00" E 331.86 feet; thence on a curve to the left whose radius is 400 feet for a distance of 284.49 feet; thence N 15° 13' 00" W 859.54, feet; thence on a curve right whose radius is 2000 feet for a distance of 162.23 feet; thence N 10° 34' 10" W an undetermined amount but a fractional part of 377.8[illegible] feet to the north east intersection corner of Wasatch Boulevard and Stover Road; thence South 55° 44' 30" West (along the North boundary of Hempstead Road) an undetermined distance to the North East corner of parcel 3; thence S 55° 44' 30" West 89[illegible].44 feet to the point of beginning of parcel 3; thence S 55° 41' 30" W 1[illegible]7.75 feet; thence S 55° 46' 00" W 364.13 feet; thence S 60° 38' 50" W 181.60 feet; thence S 71° 35' 20" W 243.90 feet to the point of beginning of parcel 5, and containing 45.8 acres of land, more or less.

TOGETHER WITH improvements described on Schedule "A" hereto attached and by this reference made a part hereof, except as hereinafter limited.

Excepted from this conveyance and reserving to the Government, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F. R. 8223), 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 by 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.

Said land was duly declared surplus and assigned to War Assets Administration, acting pursuant to Reorganization Plan One of 1947 (12 F. R. 4534), for disposal pursuant to the provisions of the above mentioned Act and War Regulation 1 as amended.

TO HAVE AND TO HOLD all and singular said premises together with the appurtenances, unto the said University and its successors and assigns forever, provided however that this conveyance is made and accepted upon each of the following conditions subsequent which shall be binding upon and enforceable against said University, its successors and assigns and each of them, as follows:

FIRST: That for a period of twenty (20) years from the date of this conveyance said premises shall be continuously used as and for educational purposes, primarily on the collegiate and graduate levels.

SECOND: That for a period of twenty (20) years from the date of this conveyance, the University, its successors and assigns shall file a semi-annual report with the War Assets Administration or its successor in function, setting forth its curricula and other pertinent data establishing its continuous use for the purposes first above set forth.

THIRD: That it will not resell or lease said premises within twenty (20) years from the date of this instrument without first obtaining written authorization of the War Assets Administration, or its successor in function, to such resale or lease.

That in the event there is a breach of any of the above conditions by the University, its successors or assigns, whether caused by the legal inability of said University, its successors or assigns, to perform said conditions, or otherwise, during said twenty (20) year period, all right, title and interest in and to the said premises shall, at its option, revert to and become the property of the War Assets Administration, or its successor in function, each of whom respectively shall have the immediate right of entry upon said premises and the University, its successors or assigns shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging;

PROVIDED HOWEVER, that the failure of the War Assets Administration or its successor in function to insist in any one or more instances upon complete performance of any of the foregoing conditions subsequent shall not be construed as a waiver or relinquishment of the future performance on such condition, by the University's obligations with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER that in the event the War Assets Administration or its successor in function fails to exercise its option to reenter the premises for any such breach within twenty-one (21) years from the date hereof, all of the foregoing conditions subsequent, together with all rights of the War Assets Administration, or its successor in function, to reenter thereon as hereinabove provided shall as of that date terminate and be extinguished.

Temporary buildings and obsolete personalty may be replaced by other structures and personalty having the same utility.

In the event the demised premises outlives its usefulness for the purpose set out in condition numbered FIRST above, during the said twenty (20) year period, the University may secure abrogation of the conditions subsequent together with all rights of reentry hereinabove contained, by:

a) Payment of the unamortized portion of the 100% discount allowed the University from the current market value of $629,324.60; which amortization shall be at the rate of 5% for each 12 month period of operation, and

b) Approval of the War Assets Administration, or its successor in function.

The University, by the acceptance of this deed, covenants and agrees, for itself, its successors and assigns that the United States of America shall have the right during the existence of any national emergency declared by the President of the United States of America or the Congress thereof, to the full unrestricted possession, control and use of the premises or any part thereof,

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Q/C Deed
U-Utah-21 -5

including any additions or improvements thereto made subsequent to this conveyance, without charge EXCEPT THAT the United States of America shall be responsible during the period of such use, if occurring prior to November 1, 1968, for the entire cost of maintaining the premises or any portion thereof so used and shall pay a fair rental for the use of any installations or structures which have been added thereto without federal aid; PROVIDED HOWEVER, that if such use is required after November 1, 1968, or the University, its successors or assigns has secured the abrogation of the conditions subsequent together with all rights of reentry as hereinabove provided, the United States of America shall pay a fair rental for the entire portion of the premises so used.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by John A. Skeen, Regional Director, and the said Grantee to evidence its complete acknowledgment of, accord with, acceptance of and agreement to be bound by the terms, conditions, reservations and restrictions set forth in this instrument has caused these presents to be executed in its name by Sterling W. Sill, this 1st day of November, 1948.

UNITED STATES OF AMERICA
acting by and through
WAR ASSETS ADMINISTRATOR

By John A. Skeen
John A. Skeen
Regional Director
Region IX
War Assets Administration

WITNESS:
John K. Hinckley

UNIVERSITY OF UTAH

By Sterling W. Sill
Sterling W. Sill
Chairman, Board of Regents

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

BEFORE ME, the undersigned authority, a Notary Public in and for the City and County of Denver and State of Colorado on this day personally appeared John A. Skeen, known to me to be the person whose name is subscribed to the foregoing instrument as Regional Director, War Assets Administration, and acknowledged to me that he, being thereunto duly authorized pursuant to the Surplus Property Act of 1944 as amended, signed and delivered said instrument as the free and voluntary act and deed of the UNITED STATES OF AMERICA and of the WAR ASSETS ADMINISTRATOR, and his own free will and voluntary act and deed, for the uses, purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this 16th day of October, 1948

Edgar J. Duffett, Notary Public
City and County of Denver Colorado
My commission expires Sept. 23, 1952

My Commission expires

Edgar J. Duffett
Edgar J. Duffett, Notary Public
City and County of Denver Colorado
My commission expires Sept. 23, 1952
Notary Public

APPROVED AS TO FORM AND SUBSTANCE

John K. Hinckley
Assistant Regional Counsel

Univ. of Utah
TI-Utah-21

STATE OF UTAH)
) ss
County of Salt Lake)

On this 30th day of Oct, 1948, before me Koyden E Weight, the undersigned Notary Public, personally appeared Sterling W Sill who acknowledge to me to be the Chairman of the Bd. of Regents - University of Utah and that he, as such Chairman, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the University of Utah by Sterling W Sill as Chairman.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Koyden E Weight
Notary Public

NOTARY PUBLIC COMMISSION EXPIRES DEC 26 1942 SALT LAKE CITY

My commission expires:
Dec. 26, 1942.

Q/C D - Univ. of Utah
Schedule "A"

SCHEDULE "A"
to
QUITCLAIM DEED

UNITED STATES OF AMERICA
to
UNIVERSITY OF UTAH

W-Utah-21

BUILDINGS AND IMPROVEMENTS

Bldg. No.	Designation
100	Barracks (Med. Off.)
105)	Administration (2 story)
105A)	
112	Hospital (Post.)
113	Garage
114	Morgue
115	Storehouse
183	Sentry Shack
190	Bowling Alley
201	Adm. & Rec.
202	Barracks
203	Barracks
204	Barracks
205	Barracks
206	Mess Hall
218	Administration
228	Latrine & Shower
229	Storage Bin (coal)
230	Latrine & Shower
231	Latrine & Shower
232	Latrine & Shower
233	Tent Frames & Floors
234	Warehouse
235	Warehouse
301	Administration
302	Repair Building
303	Warehouse (w/basement)
304	Mess Hall
305	Post Exchange
306	Mess Hall
307	Latrine & Shower
308	Latrine & Shower
309	Latrine & Shower
310	Latrine & Shower
311	Latrine & Shower
312	Tent Frame & Floor
313	Tent Frame & Floor
501	Mess Hall
502	Recreation Building
503	Barracks (Med. Det.)
504	Barracks (Med. Det.)
505	Quarters (Nurses)
506	Quarters (Nurses)
507	Med. Examination Building
508	Ward
509	Ward
510	Ward

Q/C D - Univ. of Utah
Schedule "A" - 2

Bldg. No.	Designation
511	Barracks, (Med. Det.)
512	Ward
513	Ward
514	Storehouse
515	Nurses' Quarters
516	Recreation Building
517	Storehouse
518	Ward
519	Barracks
520	Recreation Building
622	Administration Building
	Open covered walks
	Enclosed covered walks
	P. X. Building (Hospital Area)
	Rest Room (Hospital Area)
	Bus Station
	Fence, wire, 40" w/gate
	General site grading
	Open walks and trails
	Road Eve, fills and Drainage
	Roads, Base course & Surfacing
	Parking areas
	Sewage, Col. & Disposal
	Water Distribution
	Power & Light Distribution
	Gas Distribution
	Steam Distribution Lines (to #520)
85	Chapel

5

WAA Form 1241
(4-12-48)

UNITED STATES OF AMERICA
War Assets Administration

CERTIFICATE

I, the undersigned L. S. Wright
Secretary - General Board, War Assets Administration, in my official capacity as such Secretary, and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING dated July 1, 1948, to make the following certification, do hereby certify:

1. That John A. Skeen is the Regional Director, Region 9 Denver, Colorado, War Assets Administration, duly appointed, authorized and acting in such capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original of said DELEGATION OF AUTHORITY, dated July 1, 1948.

Given under my hand this 1st day of November, 1948.

Secretary - General Board
(Title)
Office of Real Property Disposal
(Office)
War Assets Administration
Washington, D. C.

(NOTICE)

DELEGATION OF AUTHORITY NO.

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and the Assistant Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and Deputy District Director for Real Property Disposal, in each and every War Assets Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1944, as amended (58 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R. 4534); Public Law 289, 80th Cong. (61 Stat. 678); War Assets Administration Appropriation Act; and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board and Philip A. Tharp, Executive Assistant to the Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on July 1, 1948.

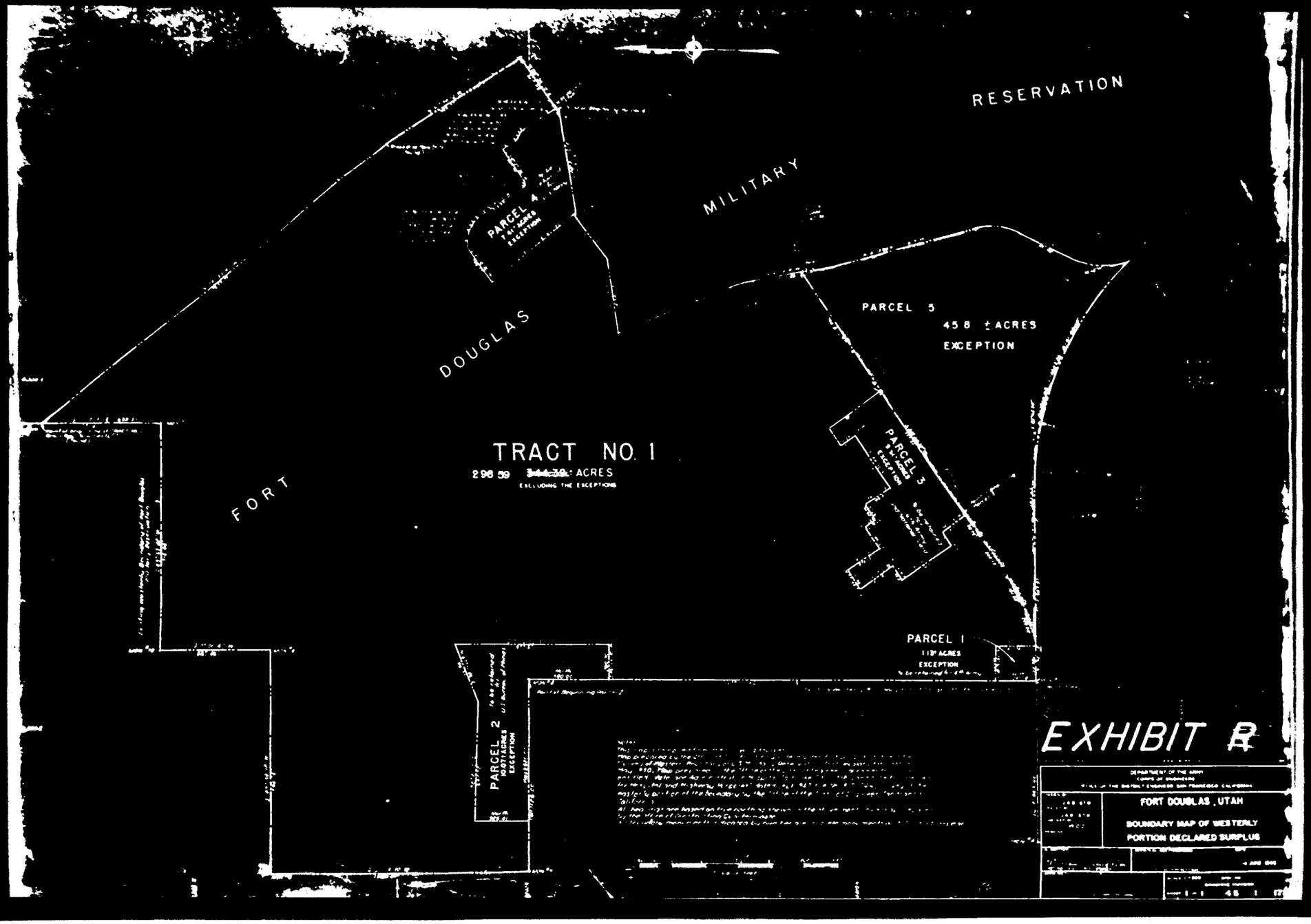
This Authority is in addition to delegations of authority previously granted under dates of May 17, 1946, May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; December 1, 1947; and April 9, 1948; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

Jess Larson

JESS LARSON
Administrator

Dated: July 1st, 1948.

84-3087



(NOTICE)

DELEGATION OF AUTHORITY NO.

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and the Assistant Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and Deputy District Director for Real Property Disposal, in each and every War Assets Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of law, including the Surplus Property Act of 1944, as amended (58 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 131, 79th Cong. (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R. 4534); Public Law 289, 80th Cong. (61 Stat. 678); War Assets Administration Appropriation Act; and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board and Philip A. Tharp, Executive Assistant to the Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

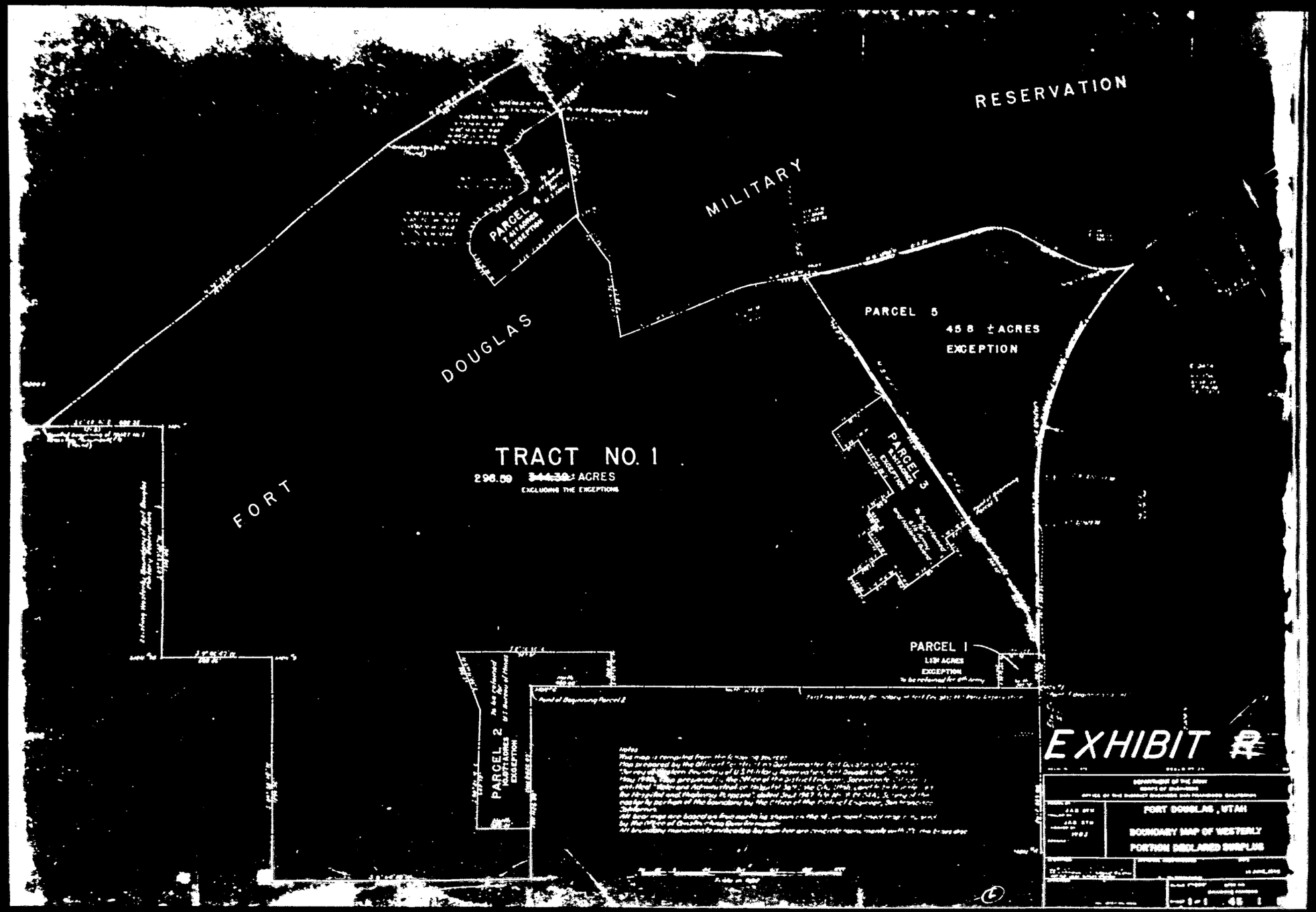
This Delegation shall be effective as of the opening of business on July 1, 1948.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946, May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; December 1, 1947; and April 9, 1948; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

JESS LARSON
Administrator

Dated: July 1st, 1948.

34-2887


RESERVATION
MILITARY
DOUGLAS
FORT
PARCEL 4
7.41 ACRES
EXCEPTION
PARCEL 5
45.8 ± ACRES
EXCEPTION
PARCEL 3
EXCEPTION
TRACT NO. 1
296.59 ACRES
EXCLUDING THE EXCEPTIONS
PARCEL 1
EXCEPTION
PARCEL 2
EXCEPTION
EXHIBIT
FORT DOUGLAS, UTAH
BOUNDARY MAP OF WESTERLY
PORTION DECLARED SURPLUS

2181181
BOOK 2514 PAGE 255

Recorded at Request of Clayton H. Kimball, Univ. Eng.
at 8:57 A.M. Fee Paid $11.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Lee Fockham Dep. Date DEC 7 1966

QUITCLAIM DEED 1130 Annex Bldg. 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 improvements 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 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 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 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 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.

(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 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 Chipman Fletcher, President

(SEAL)

STATE OF UTAH)
) ss
County of Salt Lake)

On this 21st day of November, 1966, before me, Fay 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 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 Jan. 9, 1967

Witness my hand and official seal.

(SEAL)

Fay C. Brown
Notary Public

2199636

Recorded at Request of STATE ROAD COMMISSION

836 M Fee Paid $2.00 HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah

By Lynn Jones Dep. Date MAY 17 1967

BOOK 2554 PAGE 614

Quit Claim Deed

Parcel No. U164:102A:Q
Project No. U-164(4)

The STATE ROAD COMMISSION OF UTAH, by its duly appointed, qualified and acting Director of the Department of Highways, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to University of Utah, Grantee, of Salt Lake City, County of Salt Lake, State of Utah, for the sum of One Dollar Dollars, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

Said parcel of land is that portion of the abandoned Hempstead Road situated in Section 4, T. 1 S., R. 1 E., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the east boundary line of the Sixth Army property and the north right of way line of Hempstead Road at a point 200 ft. east and 47.18 ft. N. 0°01' W. from Government Monument No. 5 on the west boundary line of Fort Douglas, which said monument is 3962.31 ft. south and 2453.795 ft. east, more or less, from the NW. corner of said Section 4; thence S. 0°01' E. 10.18 ft.to a point 87.0 ft. perpendicularly distant northerly from the center line of Highway known as Project No. U-164(4) (5th South Street in Salt Lake City); thence East 404.13 ft. along a line parallel to said center line of project to a point opposite Highway Engineers Station 206+79.87; thence Northeasterly 50.65 ft. along the arc of a 33.5 foot-radius curve to the right (Note: Tangent to said curve at its point of beginning bears N. 27°55' W.); thence N. 55°43' E. 195.8 ft.; thence N. 34°17' W. 105.0 ft.; thence S. 55°43' W. 97.0 ft. to a point of tangency with an 1121.28 foot-radius curve to the right; thence Southwesterly 474.36 ft. along the arc of said curve to the point of beginning. The above described parcel of land contains 1.09 acres, more or less, of which 0.20 acre, more or less, is contained within the right of way of the new "Peripheral Road" identified as Highway Project NR-181, which right of way of the "Peripheral Road" as shown on the official map of said project on file in the office of the State Road Commission of Utah and that said portion of above description lying in said Peripheral Road shall be considered State Highway Right of Way. Balance 0.89 acre, more or less.

IN WITNESS WHEREOF, the said STATE ROAD COMMISSION OF UTAH has caused this instrument to be executed this 4th day of May, A.D. 1967, by its Director of the Department of Highways.

STATE ROAD COMMISSION OF UTAH

By Henry C. Hellman
Director of the Department of Highways

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 4th day of May, A.D. 1967, personally appeared before me Henry C. Hellman, who by me duly sworn did say that he is the Director of the Department of Highways, and he further acknowledged to me that said instrument was signed by him in behalf of said STATE ROAD COMMISSION OF UTAH by authority of a resolution of said STATE ROAD COMMISSION OF UTAH, duly passed on June 24, 1957.

My Commission Expires: July 4, 1969

Konrad A. Zenley
Notary Public

Form R/W-11 Rev. 5-5-65

Prepared by Welch, 3-10-67

Form 1860–9
(March 1965)
(formerly 4–1043)

BOOK 2708 PAGE 515

Serial: Utah 6239

The United States of America

2267675

To all to whom these presents shall come, Greeting:

Recorded at Request of University of Utah
at 1:05 P.M. Fee Paid NO FEE HAZEL TAGGART CHASE, Recorder Salt Lake County, Utah
By Lynn Jensen Dep. Date NOV 19 1968
1130 Annex Bldg University of Utah P4112

WHEREAS, University of Utah

is entitled to a Land Patent pursuant to the Act of Congress of June 14, 1926, 44 Stat. 741, as amended; 43 U.S.C. 869 (1964) for the following described land:

Salt Lake Meridian, Utah

T. 1 S., R. 1 E.,

Tract "D", exclusive of Parcel Nos. 1, 2, 3, 4 and 5;
Tracts "G" and "J".

Containing 593.54 acres;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the above named University of Utah the land above described for purposes of academic expansion of the University of Utah, for an arboretum, and for highway and utility rights-of-way to serve those purposes; TO HAVE AND TO HOLD the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said University of Utah, its successors and assigns, forever;

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945;

2. All mineral deposits in the land so patented, and to it or persons authorized by it, the right to prospect for, mine and remove such deposits from the same under applicable law and regulations to be established by the Secretary of the Interior;

3. Existing rights-of-way for powerlines, waterlines, sewer lines, storm drains, and all appurtenances thereto, including access roads, as shown on Map No. REFD-1, filed September 27, 1968, constructed by the United States, through, over, or upon the land hereby conveyed, and the right of the United States, its officers, agents, or employees to maintain, operate, repair or improve the same so long as needed or used for or by the United States; and

SUBJECT TO:

1. Those rights for a water reservoir, pipelines, conduits, and appurtenant valve houses, as have been granted to Salt Lake City, a municipal corporation of the State of Utah, by the Acts of Congress of May 29, 1908, 35 Stat. 472, and February 11, 1920, 41 Stat. 406, and by Permit SLC-013053 issued by the Secretary of the Interior on September 2, 1914, under authority of the Act of Congress of February 15, 1901, 31 Stat. 790; 43 U.S.C. 959;

2. A right-of-way for a reservoir and ditch granted by the Secretary of the Interior to Mt. Olivet Cemetery Association by Permit SL-012636, of June 10, 1941, under the Act of February 15, 1901, 31 Stat. 790; 43 U.S.C. 959;

Patent Number 43-68-0012

Serial: Utah 6239

3. Those rights for gas pipelines and a regulator station as have been granted by the Department of the Army to Mountain Fuel Supply Company by easements designated DA-04-167-Eng-2700, and SFRE-(s)765;

4. Those rights for telephone line purposes as have been granted by the Department of the Army to the Mountain States Telephone and Telegraph Company by lease designated DA-04-167-Eng-2713;

5. Those rights for highway purposes as have been granted by the Department of the Army to the State of Utah, Department of Highways, by easement designated DA-04-167-Eng-2790; and

6. Those rights for oil pipeline purposes, with appurtenant telephone and telegraph lines and an access road, as have been granted by the Department of the Army to the Salt Lake Pipe Line Company by easement designated W04-193-Eng-2711;

all of which are on record in the Land Office of the Bureau of Land Management, Department of the Interior, Salt Lake City, Utah.

AND FURTHER:

1. By accepting this patent, the patentee agrees to convey to the Utah State Division of Parks and Recreation a reasonably compact area in the southeast corner of Tract "D" for park purposes as a contiguous and reasonably compact addition to the Pioneer Monument State Park as set forth by the Utah State Legislature pursuant to Senate Bill 211, passed March 9, 1967. Such a conveyance must be approved in accordance with Federal regulations, 43 CFR 2232.1-2.

2. By accepting this patent, the patentee agrees to replace Fort Douglas firing range facilities now appurtenant to the lands here transferred in a manner acceptable to the Department of the Army. Pending completion and acceptance of such facilities, the Fort Douglas firing range with safety fan and magazine will be subject to military use.

3. By accepting this patent, the patentee agrees to convey to the State of Utah rights-of-way for the proposed Bonneville Scenic Drive if and when requested by competent authority; an interchange on Highway U. S. 40 (Foothill Drive) between Guardsman Way and Sunnyside Avenue; and a road connecting said interchange with said Scenic Drive to be constructed as part of the Salt Lake City and County master plan for roads and streets; and to convey to the United States a right-of-way for an access road off said Scenic Drive, or in its absence from other internal road system, to the southwest corner of Section 2, T. 1 S., R. 1 E., SLM. Such conveyances must be approved in accordance with Federal regulations, 43 CFR 2232.1-2.

This patent is issued under the provision that, if the patentee or its successor, attempts to transfer title to or control over the lands to another or the lands are devoted to a use other than that for which the lands were conveyed, without the consent of the Secretary of the Interior or his delegate,

title shall revert to the United States.

If the patentee or its successor in interest does not comply with provisions of the approved plan of development and management, filed on June 11, August 22, September 19, and October 5, 1968 with the Bureau of Land Management, or with any revision approved by the Secretary of the Interior or his delegate, said Secretary or his delegate, after due notice and opportunity for a hearing, may declare the terms of this grant terminated in whole or in part. The patentee, by acceptance of this patent, agrees for itself and its successor in interest that such declaration shall be conclusive as to the facts found by the Secretary or his delegate and shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the lands involved in the declaration.

The Secretary or his delegate may in lieu of said forfeiture of title for failure to comply with the approved plan of development and management require the patentee or its successor in interest to pay the United States an amount equal to the difference between the price paid for the land by the patentee prior to issuance of this patent and 50 percent of the fair market value of the patented lands, to be determined by the Secretary or his delegate as of the date of issuance of this patent, plus compound interest computed at four percent beginning on the date this patent is issued.

The grant of the herein described lands is subject to the following reservations, conditions, and limitations:

(1) The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964, 78 Stat. 241, and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto, 43 CFR 17, for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits.

(2) If the patentee or its successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964, and the requirements imposed by the Department of the Interior issued pursuant to that title, during the period during which the property described herein is used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits, the Secretary of the Interior or his delegate may declare the terms of this grant terminated in whole or in part.

(3) The patentee, by acceptance of this patent, agrees for itself or its successor in interest that a declaration of termination in whole or in part of this grant shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the lands involved in the declaration.

(4) The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.

(5) The patentee or its successor in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.

(6) The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the patentee and its successor in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.

(7) The assurances and covenant required by sections (1)-(6) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h) (1967 edition).

IN TESTIMONY WHEREOF, the Secretary of the Interior, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Department of the Interior to be hereunto affixed.

GIVEN under my hand, in Salt Lake City, Utah the EIGHTEENTH day of OCTOBER in the year of our Lord one thousand nine hundred and SIXTY-EIGHT and of the Independence of the United States the one hundred and NINETY-THIRD.

By _____
Secretary of the Interior

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

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 SE¼ 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 Southwesterly 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. Castleberry, 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 K. Castelline
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)
) ss
County of Salt Lake)

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

(SEAL)

ORIGINAL

Verified

Indexed

Grantor

Grantee

Photo

Abstract

Notes