

2964359 DEED OF EASEMENT

APPROVED AS TO FORM
SALT LAKE CITY ATTORNEY'S OFFICE
Date 6/21/77
By [Signature]

The Administrator of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority vested in him by 40 United States Code 319 (76 Stat. 1129), he having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of the ~~payment of~~ benefits to be derived by the Government therefrom ~~XXXXXX(\$XXXXXXXXXX)~~, ~~the receipt of which is hereby acknowledged~~, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto SALT LAKE CITY CORPORATION, Department of Water Supply and Waterworks, Salt Lake City, Utah _____

hereinafter referred to as the Grantee, its successors and assigns, an easement to construct, install, operate, maintain, repair, replace and relocate a water supply line, in, on, over and across a portion of the Veterans Administration Hospital station, Salt Lake City, Utah _____

hereinafter referred to as "said facilities," all as described on Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof.

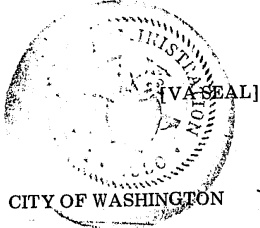
The Easement is granted subject to the following conditions and provisions:

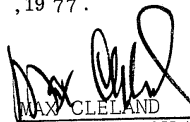
1. That the Government reserves unto itself rights for all purposes across, over, or under the easement area hereinafter described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Grantee of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.
2. That said facilities shall be installed, operated, maintained, reconstructed, repaired, and replaced by the Grantee, within the easement area without cost or expense to the Government, under the general supervision and subject to the approval of the Veterans Administration official having immediate jurisdiction over the property. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Hospital Director, Veterans Administration Hospital, Salt Lake City, Utah.
3. No mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which this easement is granted.
4. That the Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly or indirectly from the privileges herein granted.
5. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the Grantee, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of the grant, or, (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or, (c) an abandonment of the easement.
6. That upon termination or forfeiture of this grant, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.
7. The Grantee does by the acceptance of this instrument covenant and agree for itself, its assigns, and its successors in interest to the interest in property herein conveyed, or any part thereof
 - (a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations of the Veterans Administration issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property herein involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Veterans Administration and in effect on the date of this

instrument, all to the end that 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 subjected to discrimination under any program or activities provided thereon; and

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also as to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangement on the interest in property herein conveyed.

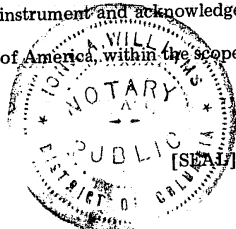
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Veterans Administration this 7th day of June, 19 77.

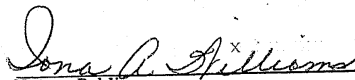



MAX CLELAND
Administrator of Veterans Affairs

CITY OF WASHINGTON }
DISTRICT OF COLUMBIA }

ON THIS 7th day of June, 19 77, before me a Notary Public in and for said District of Columbia, personally appeared Max Cleland to me, well known and known by me to be Administrator of Veterans Affairs, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.




Jona R. Williams
Notary Public
District of Columbia

My commission expires:

My Commission Expires December 14, 1981

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500-1000

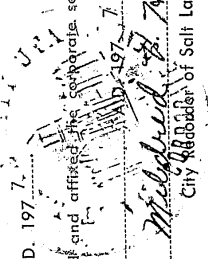
STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, Mildred V. Higham, City Recorder of Salt Lake City, Utah, do hereby certify that the attached
Deed of Easement from U.S. Administrator of Veterans Affairs, conveying

to Salt Lake City Corp. an easement for construction/maintenance of Water Main Ext.
35-3910, East of Guardsman Way on 500 South to Pollock Dr. (portion of Vets Hospital)

was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this
28th day of June, A.D. 1977.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Salt Lake City,

Utah, this 28th day of June.

Mildred V. Higham
City Recorder of Salt Lake City, Utah

WATER REPORT 269/1977

DESCRIPTION
CHECKED
AND
APPROVED

EASEMENT DESCRIPTION

ALL THAT TRACT or parcel of land, a portion of the Veterans Administration Hospital station, Salt Lake City (Fort Douglas), Utah, in the South half of Section 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said easement being 10-feet wide, 5-feet on each side of the following described center line:

*Q/B
17 June 77*

BEGINNING at a point 55 feet left of the center line of survey at Engineer's station 209+26.36 of the State Road Commission of Utah Highway known as project number U-164 (4). Said point also being 108.28 feet South and 356.87 feet East from Monument Number U.S. 5(five) of said reservation, thence running East 589.63 feet to a point of tangency with a spiral to the right, thence Easterly 275.971 feet along the arc of said spiral; thence Southeasterly 1,220.0 feet along the arc of a 1,855.08 foot radius curve to the right. *tag*

EXHIBIT "A"

Recorded JUN 30 1977 at *419 P* m.
Request of SALT LAKE CITY CORP.
KATIE L. DIXON, Recorder
Salt Lake County, Utah *202 Bldg.*
\$ No Fee By *Cheryl Warrington* Deputy
REF. _____

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