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428086

QUITCLAIM DEED

SA-VIII-UT-314

1/2-2
all 4-11
all 4-12
47-2W

THIS INDENTURE, made this 4th day of February, 1976,

between the

Approved at request of
Date FEB 17 1976
BY *Marguerite S. Bourne*
Deputy Book
Clearfield City
Recorder Davis County
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UNITED STATES OF AMERICA, 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 powers and authority contained in the Federal Property and Administrative Services Act of 1949, Public Law 81-152, as amended, hereinafter called the Act, the Civil Rights Act of 1964, Public Law 88-352, the National Environmental Policy Act of 1969, Public Law 91-190, and the National Historic Preservation Act of 1966 (80 Stat. 915), and regulations promulgated thereunder, GRANTOR,

and

CLEARFIELD CITY CORPORATION, in the County of Davis, State of Utah, GRANTEE

WITNESSETH:

WHEREAS, the GRANTOR is the owner of certain real property in the County of Davis, State of 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 December 12, 1975 the Administrator

of General Services assigned the property to the Secretary for disposal, upon the Secretary's recommendation that the property is needed for public health purposes in accordance with the provisions of the Act; and

WHEREAS, the GRANTEE made application on August 8, 1975 under the provisions of the Act, to purchase the property for such purposes with a public benefit allowance of one hundred percent (100%) of the fair market value thereof; and

clearfield city
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RECORDED

WHEREAS, the appraised fair market value of the property as of the date of this Quitclaim Deed is One Million dollars (\$1,000,000), and

WHEREAS, the Secretary has accepted the application of the GRANTEE to purchase the property for public health purposes; 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 its use for the purposes 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 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 that property which is more particularly described hereinafter.

TOGETHER WITH, all and singular, the improvements, appurtenances, hereditaments 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;

The property described hereinafter and conveyed by this Quitclaim Deed is transferred subject to all, if any, easements, licenses, and permits of public record, including those for roads, highways, public utilities, transmission lines, railroads, pipelines, telephone lines, sewers, ditches, canals, laterals and conduits, waterlines, coal, oil or mineral rights reserved to or outstanding in third parties, in, on, over or across said property.

With respect to any such easements, licenses, and permits, the GRANTEE, by acceptance of this quitclaim deed or any rights hereunder, assumes all rights, duties, and obligations of the GRANTOR;

TO HAVE AND TO HOLD the property unto the GRANTEE and its successors and as signs 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 GRANTEE will execute and perform all assurances in the application and environmental assessment of the GRANTEE and the property herein conveyed shall be utilized continuously in accordance with the proposed program and plan set forth in the application and environmental assessment of the GRANTEE and for no other purpose;
2. That during the aforesaid period of thirty (30) years, the GRANTEE will not encumber, hypothecate, lease, mortgage, resell or otherwise dispose of the property, or any part thereof or interest therein, except 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 application of the GRANTEE;
4. That the GRANTEE hereby covenants and agrees that it and its successors and assigns 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 ninety (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 its successors and assigns shall forfeit all interest, right and title in and to the property and in any and all of the improvements, 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 herein and of 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 as 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 it and 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 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 direction, control, and disposition by the Department or its successor in function.

The GRANTEE, by the acceptance of this deed, covenants and agrees for itself, and its successors and assigns that in the event the GRANTOR exercises any option to revert all right, title and interest in the property to the GRANTOR, then the GRANTEE shall provide protection and maintenance of said property at all times until such time as the title is actually reverted to the GRANTOR, including the period of any notice of intent to revert. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in its Regulations FPMR 101-47.4913 (41 CFR 101-47.4913) in effect as of the date of this deed.

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 uses for which the property was acquired. The GRANTOR in addition thereto shall be reimbursed for such damages, including such costs as may be incurred in recovering title to or possession of the property, as it may sustain as a result of the noncompliance.

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 market value of the conveyed property, as of the date of request for abrogation, less amortized credit at the rate of three and one-third percent (3-1/3%) of the public benefit allowance granted on the original sale price of the property for each twelve (12) months during which the property has been utilized (as determined by the GRANTOR) 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, all for the purpose of further advancing or promoting the program specified in the application of the GRANTEE, payment shall be based upon the original sale price of One million dollars (\$1,000,000),

less amortized 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 purposes specified in the above-identified application; PROVIDED, HOWEVER, that the GRANTEE shall execute an agreement, supported by such surety bond or other security as 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 affectuating one or another of the aforesaid purposes for which abrogation is requested, will be devoted to the program use specified in the GRANTEE's 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 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 nonexclusive 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. Subsequent to the expiration or termination of the period of restricted use, the obligation of the GRANTOR shall be as set forth in the preceding sentence and in addition, the GRANTOR shall be obligated to pay a fair rent for all or any portion of the conveyed premises which it uses.

PROPERTY DESCRIPTION:

The property is situate in the County of Davis, State of Utah and is more fully described herein, to-wit:

I. LANDS

PARCEL 12-A

Beginning at a Point North 4501.62 feet and East 279.95 feet from the corner common to Sections 11, 12, 13 and 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence

72.12

- (1) North 34°36' West 50.0 feet; thence
- (2) North 55°24' East 80.0 feet; thence
- (3) South 34°36' East 50.0 feet; thence
- (4) South 55°24' West 80.0 feet to the point of beginning.

Containing 0.092 acres, including the rights of ingress and egress.

PARCEL 12-B

Beginning at a point North 3567.28 feet and East 752.18 feet from the corner common to Sections 11, 12, 13 and 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence

72.12

- (1) North 55°24' East 220.0 feet; thence
- (2) South 34°36' East 85.0 feet; thence
- (3) South 55°24' West 220.0 feet; thence
- (4) North 34°36' West 85.0 feet to the point of beginning.

Containing 0.429 acres, including the rights of ingress and egress.

PARCEL 12-C

Beginning at a point North 3348.90 feet and East 902.82 feet from the corner common to Sections 11, 12, 13 and 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence

72.12

- (1) North 55°24' East 220.0 feet; thence
- (2) South 34°36' East 205.0 feet; thence
- (3) South 55°24' West 220.0 feet; thence
- (4) North 34°36' West 205.0 feet to the point of beginning.

Containing 1.035 acres, including the rights of ingress and egress.

PARCEL 12-D

Beginning at a point North 2675.48 feet and East 1530.97 feet from the corner common to Sections 11, 12, 13 and 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence

72.12

- (1) North 55°24' East 90.0 feet; thence
- (2) South 34°36' East 90.0 feet; thence
- (3) South 55°24' West 90.0 feet; thence
- (4) North 34°36' West 90.0 feet to the point of beginning.

Containing 0.186 acre, including the rights of ingress and egress.

*all in 477-2W
all in 12
S 2-47-2W*

Together with and in addition to the lands described as Parcels 12-A, 12-B, 12-C, 12-D above, Grantor does hereby grant, bargain and sell to Grantee all of its right, title and interest in the water system located upon Parcels 12-A, 12-B, 12-C, 12-D described above, together with the remaining portions of said system located within the original boundaries of the Naval Supply Depot at Clearfield, Utah, including all related buildings, wells, storage tanks, underground piping and valves, attachments and appurtenances to said water system, together with an easement for repair, maintenance and/or replacement of said water system, as described on Exhibit "B", attached hereto and by reference made a part hereof.

II. BUILDINGS

<u>Identification No.</u>	<u>Description</u>
43-0533	Bldg. No. 21, water pump house, wood frame, 28' x 52'.
43-0534	Bldg. No. 22, water pump house, concrete, 12' x 12.5'.
43-0535	Bldg. No. 23, water pump house, wood frame, 14' x 16'.

III. WATER SUPPLY SYSTEM AND APPURTENANCES

The water supply system and appurtenances are listed in Exhibit "A" attached hereto.

The above property is subject to the following terms, conditions, reservations and restrictions:

1. Easement granted to Utah Power & Light Company for an electric power line, 50 feet in width, located in the Southeast quarter of the Southwest quarter (SE 1/4 SW 1/4) Section 11, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and further subject to the right of the public to use, for highway purposes, those portions of roads which form part of the boundaries of this tract.
2. Subject to all taxes lawfully accrued and unpaid and all special taxes and assessments; and subject to any state of facts which may be disclosed by a physical inspection or an accurate survey of the premises.
3. Subject to provisions of the Certificate of Appropriation of Water, Application No. 14941, Certificate No. 4420 issued by the State of Utah to the United States Department of The Navy, Naval Supply Depot, Ogden, Utah, Appropriator, dated January 28, 1952.
4. The operator will agree to provide free water service as requested by the Federal Government to any and all property remaining in Federal ownership at the former Naval Supply Depot, Clearfield, Utah. The operator will be responsible for providing water service at reasonable rates to all non-Federal owners of property at the former Naval Supply Depot, Clearfield, Utah.
5. The operator is responsible for the total operation, maintenance and repair of the total system including potability testing as required by the state.
6. Upon conveyance of the system to the operator, the operator will be responsible for conducting flow tests at the locations and at times specified by the Government. The results of these pressure flow tests will be provided to the Government with the understanding that the operator cannot reduce that specified level of service without the consent of the Government.
7. For purposes of fire protection the operator would not be allowed to let reservoir levels fall below 300,000 gallons. The rate established is 2,500 gal/min. for a duration of two hours or 300,000 gallons. The Government further reserves the right to use the total capacity of any existing reserves during periods of emergency. The Government may require all non-Governmental users to curtail their usage during any such emergency period.

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, GRANTOR,
Acting by and through the Secretary
of Health, Education, and Welfare

By Rulon R. Garfield
Rulon R. Garfield, Regional Director
for Region VIII of the Department of
Health, Education, and Welfare

ACKNOWLEDGEMENT

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

On this 4th day of February, 1976
before me personally appeared Rulon R. Garfield
known to me to be the Regional Director for Region VIII of the
Department of Health, Education, and Welfare, who in my presence
did execute 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 caused the name of the United States
of America and the name of the Secretary of Health, Education,
and Welfare to be subscribed thereon on behalf of the United States
of America, and further that the United States of America thereby
executed the said instrument.

My commission expires January 27, 1979.

Witness my hand and official seal.

Wanda J. Harney

(SEAL)



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ACCEPTANCE

The GRANTEE, acting by and through its Mayor and City Manager hereby accepts this Quitclaim Deed for itself, its successors and assigns, including all of the covenants, conditions, reservations, restrictions and terms contained therein.

IN WITNESS WHEREOF, GRANTEE has caused these presents to be executed.

CLEARFIELD CITY CORPORATION, GRANTEE

By C. Ross Sanders
Mayor

By [Signature]
City Manager

ACKNOWLEDGMENT

STATE OF Penn)
COUNTY OF Lancaster) ss

On this 27th day of January, 1976,
before me, Bernice S. Selge, a Notary Public, personally appeared [Signature], Mayor, and [Signature], City Manager of Clearfield County, State of Penn, and known to me to be the persons who executed the within instrument on behalf of said Clearfield and acknowledged to me that they executed the said instrument as the free and voluntary act of said City for the use and purposes therein set forth.

My commission expires March 21, 1978.

Witness my hand and official seal.

(SEAL)

Bernice S. Selge
Notary Public

MY COMMISSION EXPIRES MARCH 21, 1978

EXHIBIT "A" TO QUITCLAIM DEED CONVEYING PROPERTY
TO CLEARFIELD CITY CORPORATION, STATE OF UTAH

PROPERTY DATA

Subject water utility system consists of the following:

Equipment located in Building No. 21; 1,430 square feet; concrete foundation; asbestos siding on frame; built-up tar and gravel roof.

<u>Equipment Description</u>	<u>Manufacturing</u>	<u>Size</u>	<u>Identification</u>
Electrical Motor	U.S. Motors	220 & 440 V. 60 H.P.	Serial No. 494625
Electrical Motor	A.O. Smith	25 H.P.	Model No. 364-2757
Electrical Motor	A.O. Smith	25 H.P.	Model No. 364-2757
Chlorinator	Wallace & Tierman Co.	-	Serial No. 2828
Chlorinator	Wallace & Tierman Co.	-	Serial No. 2830
Booster Pump	Fairbanks-Morse	4"5812N	Serial No. 458595
Booster Pump	Fairbanks-Morse	4"5812N	Serial No. 467055
Booster Pump	American-Marsh	5"1200 per min.	Serial No. 73194
Booster Pump	Fairbanks-Morse	8"5812N	Serial No. 472740
Booster Pump	Fairbanks-Morse	8"5812N	Serial No. 472739
Gasoline Engine	Climax Engineering Co.	5 3/4 x 6 1/2	Model No. N4B Serial No. 17349
Gasoline Engine	Climax Engineering Co.	5 3/4 x 6 1/2	Model No. N4B Serial No. 17350
Gasoline Engine	Climax Engineering Co.	3 5/8 x 4 1/2	Model No. FM-186 Serial No. 519893

Equipment located in Building No. 22; 160 square feet; concrete foundation; stucco on concrete tile blocks; built-up tar and gravel roof.

<u>Equipment Description</u>	<u>Manufacturing</u>	<u>Size</u>	<u>Identification</u>
Electric Heater	Edwin L. Weigand Co.	230 V.	Serial No. EH2407
Deep Well Turbine Pump	Food Machinery Corp.	10 inch	Serial No. 24223
Electric Motor	U.S. Motors	100 H.P.	Serial No. 338295

Equipment located in Building No. 23; 160 square feet; concrete foundation; stucco on concrete tile blocks; built-up tar and gravel roof.

<u>Equipment Description</u>	<u>Manufacturing</u>	<u>Size</u>	<u>Identification</u>
Deep Well Pump	Byron-Jackson	3 stage	Serial No. 238945
Electric Motor	U.S. Motors	75 H.P.	Serial No. 853098
Gasoline Motor	Waukesha Motor	5 1/4 x 6	Serial No. 530997
Electric Heater	Edwin L. Weigand Co.	Model CLPH	Serial No. 4BC501

Piping

Twelve-inch cast iron water main	29,000 linear feet
Ten-inch cast iron water main	25,900 linear feet
Eight-inch cast iron water main	29,300 linear feet
Six-inch cast iron water main	22,300 linear feet

Valves

Twelve-inch cast iron	50
Ten-inch cast iron	60
Eight-inch cast iron	40
Six-inch cast iron	28

Miscellaneous

Fire hydrants	295
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Wells

<u>Well Data</u>	<u>Well No. One</u>	<u>Well No. Two</u>
Casing diameter at surface	20 inch	20 inch
Depth of well	815 feet*	915 feet*
Depth to static water level	204 feet*	197 feet*
Pumping rate	1325 g.p.m.*	1025 g.p.m.*
Draw down	14 feet*	11 feet*

*GSA records

Water Storage Facilities

One Horton elevated steel tank, 84 feet and 4 inches high	200,000 gallons
One ground level concrete reservoir	1,500,000 gallons
Total storage capacity	1,700,000 gallons

