

Revised copy

08-112-0023

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DEED WITHOUT WARRANTY

THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder, hereinafter designated Grantor, for and in consideration of the perpetual use of the hereinafter described premises exclusively as and for public park and public recreation area purposes by the City of Riverdale, Weber County, State of Utah, hereinafter designated Grantee, does by these presents, bargain, sell, grant and convey without warranty, express or implied, to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property located in the City of Ogden, County of Weber, Utah, to wit:

A tract of land in the southwest quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, United States Survey, and more particularly described as follows:

Tract 128-F

Beginning at the intersection of the northeasterly right-of-way line of the old Weber-Davis Counties Canal and the easterly right-of-way line of a frontage road for said project, which point is 47.37 feet radially distant easterly from the center line of said frontage road opposite frontage road Engineer Station 16+11.56, said point is also 1255.65 feet east and 604.88 feet north from the SW corner of said Section 13: thence S 12°05' E 18.06 feet to a point of tangency with a 2000.00 foot radius curve to the left; thence Southerly 101.23 feet along the arc of said 2000.00 foot radius curve; thence S 14°59' E, 28.00 feet to a point of tangency with a 1200.00 foot radius curve to the right; thence Southerly 48.41 feet along the arc of said 1200.00 foot radius curve to the westerly right-of-way line of the relocation of said Weber-Davis Counties Canal; thence Northeasterly 52.02 feet along the arc of an 851.51 foot radius curve to the right along said westerly right-of-way line to a point opposite canal relocation Engineer Station 12+93.85 (Note: Tangent to said 851.51 foot radius curve at its point of beginning bears N 18°59'53" E); thence N 22°29'54" E (H.A.F.B. Survey) which equals N 22°59' E (Highway Survey) 1819.20 feet along said westerly right-of-way line to a point of tangency

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with a 313.00 foot radius curve to the right; thence Northeasterly 273.06 feet along the arc of said 313.00 foot radius curve along said westerly right of way line; thence N 63°47' W 156.99 feet to a point of tangency with a 100.00 foot radius curve to the right; thence Northwesterly 33.80 feet, along the arc of said 100.00 foot radius curve; thence N 44°25' W 68.49 feet to a point of tangency with a 400.00 foot radius curve to the left; thence Northwesterly 102.63 feet along the arc of said 400.00 foot radius curve; thence N 59°07' W 43.83 feet to a point of tangency with a 100.00 foot radius curve to the left; thence Westerly 73.19 feet along the arc of said 100.00 foot radius curve; thence S 78°57' W 89.33 feet to said easterly right-of-way line; thence S 14°36'54" W (H.A.F.B. Survey) which equals S 15°06' W (Highway Survey) 1594.32 feet along said easterly right-of-way line to a point opposite frontage road Engineer Station 20+21.83; thence S 8°50'11" W (H.A.F.B. Survey) which equals S 9°19'17" W (Highway Survey) 399.05 feet along said easterly right-of-way line to the point of beginning. The above-described parcel of land contains 13.676 acres,

together with the improvements and appurtenances, if any, existing or constructed thereon.

Reserving, However, to the Grantor and its assigns all right, title and interest in and to all of the oil, gas, and other minerals underlying the land conveyed, together with the right of the Grantor and its assigns to enter upon the land at any time and prospect for and/or mine and remove such minerals.

And Subject to the following:

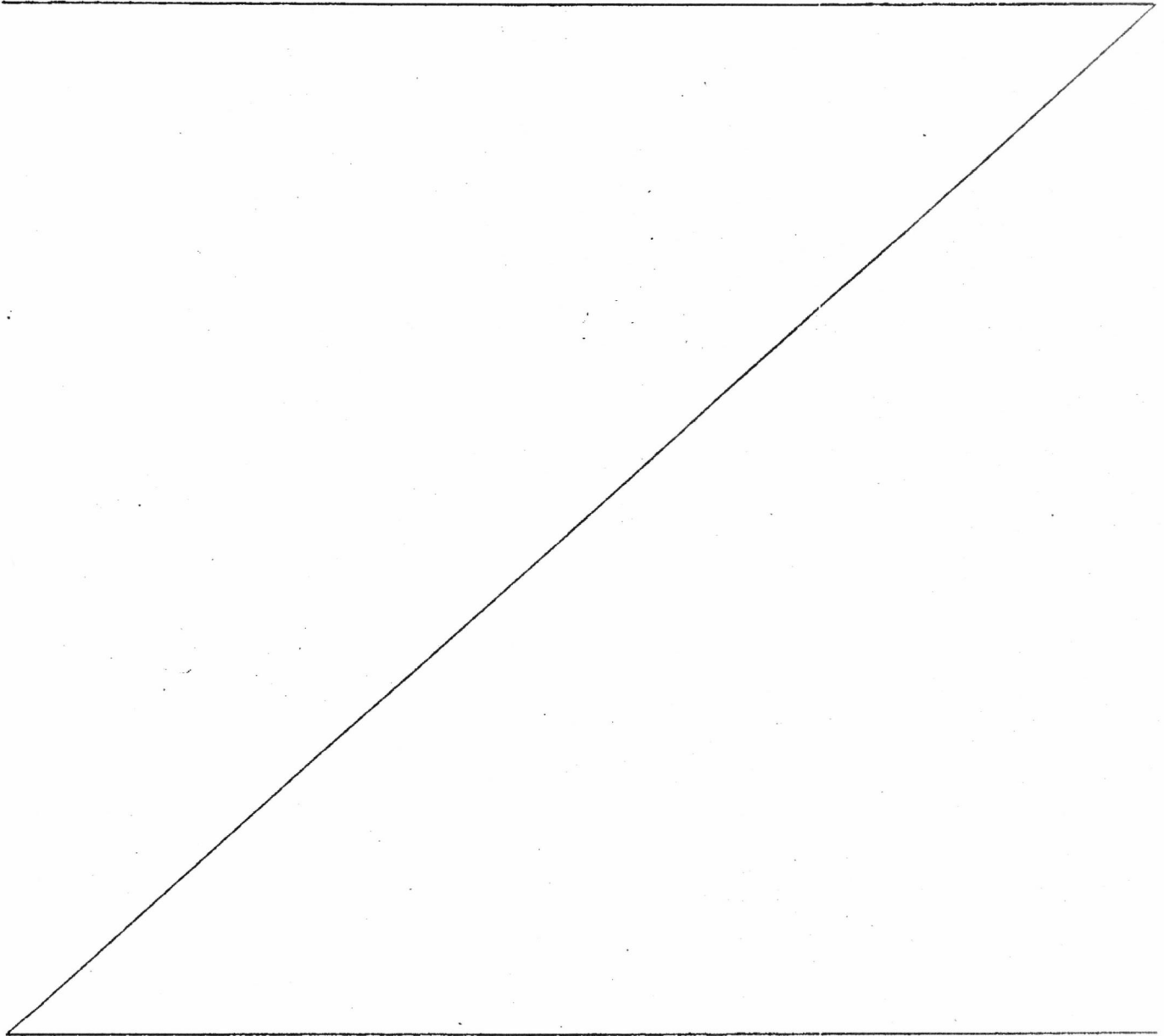
A perpetual easement for the full length of the 15-foot wide right-of-way strip paralleling the gas line and the Northerly line of Hill Air Force Base reserved to the Roy Water Conservancy Subdistrict for ingress and egress to its property.

All existing easements for public roads and highways, railroads, public utilities, transmission lines, telephone lines, pipelines, water lines, ditches and conduits of record or in use.

If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

Pursuant to authority contained in the Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Riverdale, Weber County, State of Utah.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:



This property shall be used and maintained exclusively for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on October 24, 1974 which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.

The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.

The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant; and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 30 day of April, 19 75.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

By Derrell P. Thompson
Regional Director
Mid-Continent Region
Bureau of Outdoor Recreation

ACKNOWLEDGMENT

STATE OF COLORADO)
) ss
COUNTY OF JEFFERSON)

On this 30th day of April, 19 75, before me, the subscriber, personally appeared Derrell P. Thompson, to me known and known to me to be the Regional Director, Mid-Continent Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.



Robert E. Brone
Notary Public

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound

by all the obligations, conditions, covenants and agreements therein contained.

THE CITY OF RIVERDALE, WEBER COUNTY, UTAH

By Keith N. Oram
Keith N. Oram
Mayor

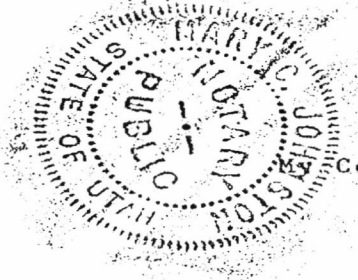
ACKNOWLEDGMENT

STATE OF Utah)
COUNTY OF Weber) ss

On this 5th day of May, 1975, before me, the undersigned officer, personally appeared Keith N. Oram, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the Mayor of the City of Riverdale, Weber County, State of Utah, that he is duly designated, empowered and authorized by a resolution adopted by the Riverdale City Council, Riverdale, Utah, on November 6, 1974, to execute the foregoing acceptance and sign his name thereto, and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Riverdale, Weber County, State of Utah, for the purposes and uses therein described.

Mary C. Johnston
Notary Public

Commission Expires: 3-6-78



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No Fee

FILED AND RECORDED FOR
Riverdale City
MAY 13 PM 12 50

IRVING JAMES OLSEN
CLERK
Irene H. Clark