

Parcel number 33-27-400-004

14034255 B: 11381 P: 4596 Total Pages: 4  
10/25/2022 11:03 AM By: adavis Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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# The United States of America

To all whom these presents shall come, Greetings:

**WHEREAS,** the

**State of Utah**

is entitled to a patent pursuant to Section 2835 of the National Defense Authorization Act for Fiscal Year 2014 (Public Law 113-66, 127 Stat. 1021), for the following described land:

Salt Lake Meridian, Utah  
T. 4 S., R. 1 W.,  
sec. 26, lots 11 and 12;  
sec. 34, lots 8, 9, 13, 15, and 16, SW1/4SW1/4.  
T. 5 S., R. 1 W.,  
sec. 4, lot 1, SE1/4NE1/4, NE1/4SE1/4.

The areas described aggregate 369.55 acres

**NOW KNOW YE**, that there is, therefore, granted by the United States unto the State of Utah the land described above; **TO HAVE AND TO HOLD** the said land with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the State of Utah, and to its successors and assigns, forever.

**NOW KNOW YE**, that the United States of America, in consideration of the premises, and in conformity with said Act of Congress, **HAS GIVEN AND GRANTED**, and by these presents **DOES GIVE AND GRANT** unto the said State of Utah, the land above described for use by the Utah National Guard for military purposes; **TO HAVE AND TO HOLD** the same, together with all rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the same, State of Utah.

**PROVIDED, HOWEVER**, that the Property shall be used only for military purposes in perpetuity, and if the Secretary of the Army, in consultation with the Secretary of the Interior, determines at any time that the land conveyed herein, or any portion thereof, are not being used by the Utah National Guard for military purposes, the Secretary of the Army, in consultation with the Secretary of the Interior, revert to and become the property of the United States, and the United States shall have the right of immediate entry onto the lands.

**SUBJECT TO** all valid existing rights, including but not limited to:

1. Those rights for a pipeline granted to Kern River Gas Transmission, its successors and assigns, by right-of-way No. UTU-68164, pursuant to the Act of February 20, 1920, as amended (30 U.S.C. 185), as to Sec. 34 (DACA05-9-91-535).
2. Those rights for a fiber optic line granted to FTV Communications, LLC, its successors and assigns, by right-of-way No. UTU-76565, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761), as to Sec. 34.
3. Easement DACA05-2-70-356, in favor of Utah Power & Light Company, for electrical transmission towers, through May 14, 2020.
4. Easement DACA05-2-73-623, in favor of Mountain States Telephone and Telegraph Company, for a microwave station, power line and access road, through August 21, 2022.
5. The Utah Lake Distributing Canal operated by Utah Lake Irrigation Company.
6. The Provo Reservoir Canal, operated by Provo Reservoir Company, also known as the Welby-Jacob Canal.
7. State Route 68, known as Redwood Road, operated by the Utah Department of Transportation.

**THE GRANT OF THE HEREIN DESCRIBED LANDS IS SUBJECT TO THE FOLLOWING RESERVATIONS, CONDITIONS AND LIMITATIONS:**

1. By accepting the patent, and, to the extent allowed by law, the patentee agrees to indemnify, defend and hold harmless the United States from any cost, damages, claims, causes of action, penalties, fines, liabilities, and judgments of any kind or nature arising from past, present, and future acts or omissions of the patentee, its employees, agents, contractors, or lessees, or any third party, arising out of, or in connection with the patentee's use, occupancy, or operations on the real property that has already resulted or does hereafter result in: (1) Violations of Federal, state, and local laws and regulations that are no, or may in the future, become applicable to the real property; (2) Judgments, claims and demands of any kind assessed against the United States; (3) Cost, expense, or damages of any kind incurred by the United States; (4) Other releases or threatened releases on, into or under land, property and other interests of the United States by solid or hazardous waste(s) or substance(s) as defined by Federal and state law; (5) Natural resource damages as defined by Federal and state law; or (6) Other activities by which solid or hazardous substances or wastes, as defined by Federal and state environmental law, were generated, used, stored, released, or otherwise disposed of on the real property, and any cleanup, response, or remedial action, or other action related in any manner to said solid or hazardous substances or wastes. This covenant will be construed as running with the real property, and may be enforced by the United States in a court of competent jurisdiction.

2. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor's activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor's activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

3. Pursuant to section 120(h)(4)(D)(i) of the CERCLA, the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

Conveyee covenants that it shall allow and shall require its lessees and licensees to allow, the United States and its agents or contractors access to the Property to undertake, or to oversee the undertaking of, all remedial or corrective actions determined by the United States to be necessary after conveyance of the Property where such remediation or correction addresses contamination on the Property as of the date of Transfer. Such access shall include the authority to enter the Property at all reasonable times; the authority to collect samples and to conduct testing on the Property; the authority to remove, and to dispose of solid or hazardous waste; and the authority to take all other actions which are reasonably incident to or necessary to the conduct of response actions or corrective actions.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, 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 Bureau to be hereunto affixed.

GIVEN under my hand, in SALT LAKE CITY, UTAH, the FOURTEENTH day of NOVEMBER in the year of our Lord TWO THOUSAND and SEVENTEEN and the Independence of the United States the TWO HUNDRED AND FORTY-SECOND.

By Edwin L. Roberson  
Edwin L. Roberson  
State Director  
Bureau of Land Management



Bureau of Land Management  
Utah State Office  
440 West 200 South, Suite 500  
Salt Lake City, Utah 84101

I hereby certify that this reproduction is a copy of the official record on file in this office.

Mary C. Higgins 10-19-2022  
Authorized Signature Date

Patent Number 43-2018-0001

CERTIFICATE OF ACKNOWLEDGEMENT

State of Utah )  
County of Salt Lake ) s.s.

On October 19, 2022 before me, Colleen Driscoll a Notary Public in and for said County and State, personally appeared Mary Higgins, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Colleen Driscoll  
Notary Public

