

Appendix A: Copy of Deed

CERTIFICATE OF RECORDATION

I, Patricia M. Allen, Deputy Recorder, of the Office
of the County Recorder of the County of Clark,
State of Nevada, did receive on the 26th day of
February, 1985, for filing and recordation the following
instrument.

I further certify that the same has been recorded in Book 2068,
Instrument
at Page 2027868, of the Official Records of the said County.

Patricia M. Allen
(Signature) Patricia M. Allen

Deputy Recorder
Title

DEED

THIS INDENTURE, made this *2nd* day of *January*, 1985, between the United States of America, acting through the Secretary of Health and Human Services, by The Director, Division of Health Facilities Planning of the Department of Health and Human Services, under and pursuant to the power and authority provided by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended (hereinafter called the Act), and Regulations promulgated pursuant thereto, and Boulder City, Nevada, a political subdivision of the State of Nevada, (hereinafter called the Grantee).

WITNESSETH

WHEREAS, by letter dated August 13, 1984 from the General Services Administration, certain surplus property consisting of approximately 1.92 acres hereinafter described, (hereinafter called the Property), was assigned to the Department of Health and Human Services (hereinafter called the Grantor) for disposal upon the recommendation of the Grantor that the Property is needed for health purposes in accordance with the provisions of the Act; and

WHEREAS, said Grantee has made a firm offer to purchase the Property under the provisions of the Act and has made application for a public benefit allowance; and proposes to use the Property for said purposes; and

WHEREAS, the General Services Administration has notified the Grantor that no objection will be interposed to the transfer of the Property to the Grantee, and

WHEREAS, the Grantor has accepted the offer of the Grantee,

NOW, THEREFORE, the Grantor, for and in consideration of the foregoing and of the observance and performance by the Grantee of the covenants, considerations and restrictions hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged, has remised, released and quitclaimed and by these presents does remise, release and quitclaim to the Grantee, its successors and assigns, all right, title, interest, claim and demand, excepting and reserving such rights as may arise from the operation of the conditions subsequent hereinafter expressed, which the United States of America has in and to the Property, situate, lying, and being in the County of Clark, State of Nevada, and more particularly described as follows:

That parcel of land, utilized as a filtration plant site and bounded on the north by Colorado Street, on the southwest by Birch Street, and on the southeast by Railroad Avenue, identified as Block 12-A according to Sheet 2 of 20, Block Plats of Boulder City, Nevada, dated July 15, 1959, drawing number X-300-460, comprising sheets 1-20, inclusive, on file in the City Hall, Boulder City, Nevada, by reference in that certain Lease of Land dated July 16, 1959, are recorded July 16, 1959, as Instrument No. 167324 in the Official Records Book No. 206, Clark County, Nevada, which plat by the reference is incorporated herein and made a part hereof with the same effect as though physically attached hereto, being located within the city of Boulder City, Clark County, Nevada, and more particularly described as follows:

COMMENCING at the intersection of Birch Street and Railroad Avenue as defined on the aforementioned sheet 2 of 20 of drawing number X-300-460, thence along the centerline of Birch Street North 39°00' West 30.00 feet, thence North 51°00' East 30.00 feet to the southwest corner of said Block 12-A being the TRUE POINT OF BEGINNING; thence North 39°00' West 429.35 feet to the northwest corner of said Block 12-A, thence southeasterly on a curve to the left having a radius of 2780.00 feet through a central angle of 05°44'40" for an arc distance of 278.72 feet, thence South 84°07'44" East 131.78 feet, thence southeasterly on a curve to the right having a radius of 520.00 feet through a central angle of 17°50'50" for an arc distance of 161.98 feet to the northeast corner of said Block 12-A, thence South 51°00' West 376.03 feet returning to the Point of Beginning. Said Block 12-A contains 1.92 acres more or less.

EXCEPTED AND RESERVED from this conveyance the following described premises, together with all improvements and appurtenances thereon, all of which are to be administered by the Bureau of Reclamation of the Department of the Interior specifically for those purposes as described and shall become a part of this conveyance when those described purposes are abandoned.

All the portion of land utilized as a weather station site and described as follows; commencing at the southwest corner of said Block 12-A as described herein above, thence North 39°00' West 80.00 feet to the southwest corner of said weather station, thence North 39°00' West 60.00 feet to the northwest corner of said weather station, thence North 51°00' East 60.00 feet to the northeast corner of said weather station, thence South 39°00' East 60.00 feet to the southeast corner of said weather station, thence South 51°00' West 60.00 feet returning to the southwest corner; also, all that portion of land utilized by the Bureau of Reclamation as office-parking area and described as follows; commencing at the northwest corner of said Block 12-A as described herein above, thence southeasterly on a curve to the left having a radius of 2780.00 feet through a central angle of 02°14'19" for an arc distance of 108.61 feet to the northwest corner of said office-parking area, thence continuing southeasterly along a curve to the left having a radius of 2780.00 feet through a central angle of 03°30'21" for an arc distance of 170.11 feet, thence South 84°07'44" East 10.00 feet to the northeast corner of said office-parking area, thence South 05°52'16" West 70.00 feet to the southeast corner of said office-parking area, thence North 84°07'44" West 180.00 feet to the southwest corner of said office-parking area, thence North 05°52'16" 75.20 feet East returning to the northwest corner of said office-parking area.

Said Block 12-A, exclusive of aforementioned reserved weather station site and Bureau of Reclamation office-parking area, contains 1.53 acres more or less.

EXCEPTING AND RESERVING to the United States of America, its successors and assigns, any and all rights the United States of America may have in or to any oil, gas, other hydrocarbon substances and all other minerals in, on, or under the above-identified land, together with the rights to take and recover possession of said minerals and to enter upon said land for the purpose of exploring for, mining, drilling for, extracting, producing, transporting or marketing the same or any portion thereof in any manner not inconsistent with the public health use for which said property is hereby conveyed.

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TO HAVE AND TO HOLD the Property subject, however, to 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 hereof the Property herein conveyed will be used continuously for health purposes in accordance with the proposed program and plan of the Grantee as set forth in its application dated the 12th day of July, 1984, and for no other purpose.
2. That during the aforesaid period of thirty (30) years the Grantee will not resell, lease, mortgage, or encumber or otherwise dispose of any part of the Property or interest therein except as the Grantor or its successor in function may authorize in writing.
3. That one year from the date hereof and annually thereafter for the aforesaid period of thirty (30) years, unless the Grantor or its successor in function directs otherwise, the Grantee will file with the Grantor or its successor in function reports on the operation and maintenance of the Property and will furnish, as requested, such other pertinent data evidencing continuous use of the Property for the purposes specified in the above-identified application.
4. That during the aforesaid period of thirty (30) years the Grantee will at all times be and remain a tax-supported organization or a nonprofit institution, organization, or association exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1954.
5. That, for the period during which the Property is used for the purpose for which the Federal assistance is hereby extended by the Grantor or for another purpose involving the provision of similar services or benefits, the Grantee hereby agrees that it will comply with the requirements of section 606 of the Act, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Title III of the Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by or pursuant to the Regulations of the Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which said Acts and Regulations apply by reason of this conveyance.

In the event of a breach of any of the conditions subsequent set forth above, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform any of the obligations herein set forth, the Grantor or its successor in function will, at its option, have an immediate right of reentry thereon, and to cause all right, title, and interest in and to the Property to revert to the United States of America, and the Grantee, its

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successors and assigns, shall forfeit all right, title, and interest in and to the Property and to any and all of the tenements, hereditaments, and appurtenances thereunto belonging; PROVIDED, HOWEVER, that the failure of the Grantor or its successor in function to insist in any one or more instance upon complete performance of any of the said conditions subsequent shall not be construed as a waiver of or a relinquishment of the future performance of any of said conditions subsequent, but the obligations of the Grantee with respect to such future performance shall continue in full force and effect; PROVIDED FURTHER, that, in the event the Grantor or its successor in function fails to exercise its option to reenter the premises and to revert title thereto for any such breach of conditions numbered 1, 2, 3, or 4 herein within 31 years from the date of this conveyance, conditions numbered 1, 2, 3 and 4 herein, together with all rights to reenter and revert title for breach of condition, will, as of that date, terminate and be extinguished; and PROVIDED FURTHER, that the expiration of conditions numbered 1, 2, 3 and 4, and the right to reenter and revert title for breach thereof, will not affect the obligation of the Grantee, its successors and assigns, with respect to condition numbered 5 herein or the right reserved to the Grantor for its successor in function to reenter and revert title for breach of condition numbered 5.

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 its option to revert all right, title, and interest in and to the Property to the Grantor, or the Grantee voluntarily returns title to the Property in lieu of a reverter, then the Grantee shall provide protection to and maintenance of the Property at all times until such time as the title is actually reverted or returned to and accepted by the Grantor. Such protection and maintenance shall, at a minimum, conform to the standards prescribed by the General Services Administration in FPMR 101-47.4913 (41 CFR Part 101) now in effect, a copy of which is attached to the Grantee's aforementioned application.

The Grantee, by acceptance of this deed, covenants and agrees for itself, its successors and assigns, with respect to the Property or any part thereof--which covenant shall attach to and run with the land for so long as the Property is used for a purpose for which Federal assistance is hereby extended by the Grantor 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 of and in favor of and enforceable by the Grantor or its successor in function against the Grantee, its successors and assigns for the Property, or any part thereof--that it will comply with the requirements of section 606 of the Act, Title VI of the Civil Rights Act of 1964 (P.L. 88-352), section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), Title III of the Age Discrimination Act of 1975 (P.L. 94-135), and all requirements imposed by or pursuant to the Regulations of the Grantor (45 CFR Parts 12, 80, 84 and 91) issued pursuant to said Acts and now in effect, to the end that, in accordance with said Acts and Regulations, no person in the United States shall, on the ground of race, color, national origin, sex, age, or handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program and plan referred to in condition numbered 1 above or under any other program or activity of the Grantee, its successors or assigns, to which such Acts and Regulations apply by reason of this conveyance.

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In the event title to the Property or any part thereof is reverted to the United States of America for noncompliance or is voluntarily reconveyed in lieu of reverter, the Grantee, its successors or assigns, at the option of the Grantor, or its successor in function, shall be responsible for and shall be required to reimburse the United States of America for the decreased value thereof that is not the result of reasonable wear and tear, an act of God, or alterations and conversions made by the Grantee, its successors or assigns, to adapt the property to the health use for which the property was transferred. The United States of America shall, in addition thereto, be reimbursed for such damage, including such costs as may be incurred in recovering title to or possession of the above-described property, as it may sustain as a result of such noncompliance.

The Grantee may secure abrogation of the conditions subsequent numbered 1, 2, 3 and 4 herein by:

- a. Obtaining the consent of the Grantor, or its successor in function, therefor; and
- b. Payment to the United States of America of 1/360th of the percentage public benefit allowance granted of the fair market value as of the date of such requested abrogation, exclusive of the value of improvements made by the Grantee to the extent that they add to the value of that portion of the Property to be released, for each month of the period to be abrogated.

The Grantee, by acceptance of this deed, further covenants and agrees for itself, its successors and assigns, that in the event the Property or any part thereof is, at any time within the period of thirty (30) years from the date of this conveyance, sold, leased, disposed of or used for purposes other than those designated in condition numbered 1 above without the consent of the Grantor, or its successor in function, all revenues therefrom or the reasonable value, as determined by the Grantor, or its successor in function, of benefits to the Grantee, deriving directly or indirectly from such sale, lease, disposal or use, shall be considered to have been received and held in trust by the Grantee for the United States of America and shall be subject to the direction and control of the Grantor, or its successor in function; but the provisions of this paragraph shall not impair or affect the rights reserved to the Grantor under any other provision of this deed.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting through the Secretary
of Health and Human Services

By: Ian K. Burgess
Ian K. Burgess, Director
Division of Health Facilities
Planning, Public Health Service

ACKNOWLEDGMENT

STATE OF MARYLAND)
COUNTY OF MONTGOMERY) SS

On this 2nd day of January 1985, before me STEPHEN E. BUTLER, a Notary Public in and for the City of Rockville, County of Montgomery, State of Maryland, personally appeared Ian K. Burgess, known to me to be the Director, Division of Health Facilities Planning, Department of Health and Human Services, and known to me to be the person who executed the foregoing instrument on behalf of the Secretary of Health and Human Services, for the United States of America, and acknowledged to me that he subscribed to the said instrument in the name of the Secretary of Health and Human Services and on behalf of the United States of America.

Witness my hand and official seal.

(SEAL)

Stephen E. Butler
Notary Public

ACCEPTANCE

The City of Boulder City hereby accepts this deed and thereby accepts and agrees to all the terms, covenants, conditions and restrictions contained therein.

City of Boulder City
By Robert E. Boyer
Robert E. Boyer
Acting City Manager

ACKNOWLEDGMENT

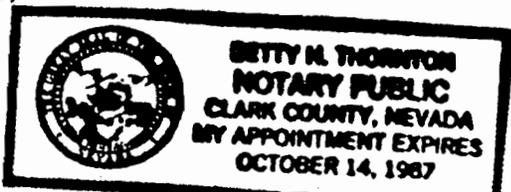
STATE OF NEVADA)
COUNTY OF CLARK) SS

On this 30th day of JANUARY, 1985, before me, BETTY H. THORNTON, a Notary Public in and for the City of BOULDER CITY, County of CLARK, State of NEVADA, personally appeared ROBERT E. BOYER, known to me to be the ACTING CITY MANAGER, and known to me to be the person who executed the foregoing instrument on behalf of THE CITY OF BOULDER CITY, and acknowledged to me that he executed the same as the free act and deed of

Witness my hand and official seal.

(SEAL)

Betty H. Thornton
Notary Public



423C /
420P2

BOULDER CITY FILTRATION PLANT PROPERTY
BLOCK 12-A
BOULDER CITY, NEVADA

LEGAL DESCRIPTION

That parcel of land, utilized as a filtration plant site and bounded on the north by Colorado Street, on the southwest by Birch Street, and on the southeast by Railroad Avenue, identified as Block 12-A according to Sheet 2 of 20, Block Plats of Boulder City, Nevada, dated July 15, 1959, drawing number X-300-460, comprising sheets 1-20, inclusive, on file in the City Hall, Boulder City, Nevada, copies of which Plats entitled Exhibit A are attached to and by reference in that certain Lease of Land dated July 16, 1959, are recorded July 16, 1959, as Instrument No. 167324 in the Official Records Book No. 206, Clark County, Nevada, which plat by the reference is incorporated herein and made a part hereof with the same effect as though physically attached hereto, being located within the city of Boulder City, Clark County, Nevada, and more particularly described as follows:

COMMENCING at the intersection of Birch Street and Railroad Avenue as defined on the aforementioned sheet 2 of 20 of drawing number X-300-460, thence along the centerline of Birch Street North 39°00' West 30.00 feet, thence North 51°00' East 30.00 feet to the southwest corner of said Block 12-A being the TRUE POINT OF BEGINNING; thence North 39°00' West 429.35 feet to the northwest corner of said Block 12-A, thence southeasterly on a curve to the left having a radius of 2780.00 feet through a central angle of 05°44'40" for an arc

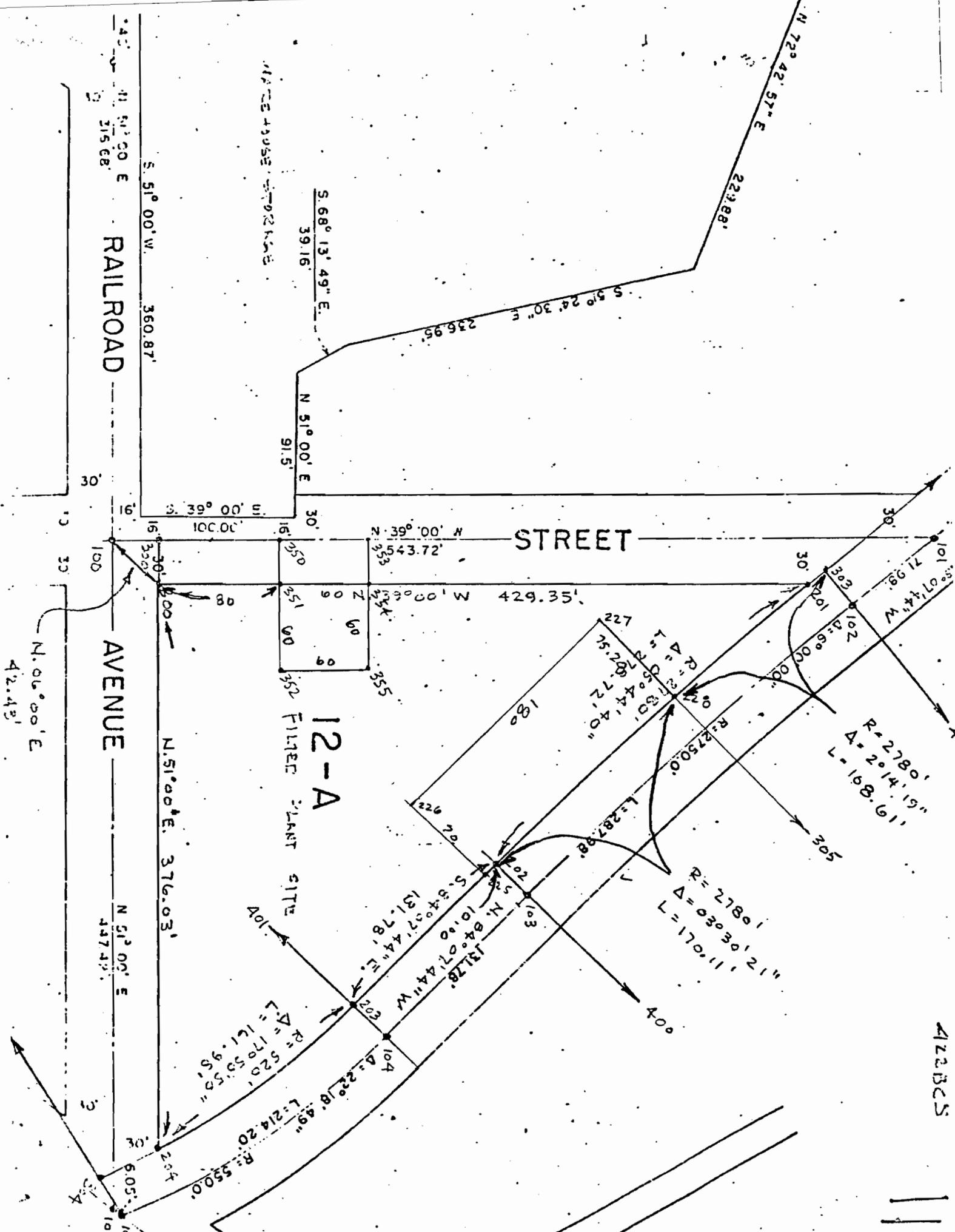
distance of 278.72 feet, thence South $84^{\circ}07'44''$ East 131.78 feet, thence southeasterly on a curve to the right having a radius of 520.00 feet through a central angle of $17^{\circ}50'50''$ for an arc distance of 161.98 feet to the northeast corner of said Block 12-A, thence South $51^{\circ}00'$ West 376.03 feet returning to the Point of Beginning. Said Block 12-A contains 1.92 acres more or less.

EXCEPTED AND RESERVED from this conveyance the following described premises, together with all improvements and appurtenances thereon, all of which are to be administered by the Bureau of Reclamation of the Department of the Interior specifically for those purposes as described and shall become a part of this conveyance when those described purposes are abandoned.

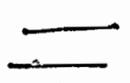
All that portion of land utilized as a weather station site and described as follows; commencing at the southwest corner of said Block 12-A as described herein above, thence North $39^{\circ}00'$ West 80.00 feet to the southwest corner of said weather station, thence North $39^{\circ}00'$ West 60.00 feet to the northwest corner of said weather station, thence North $51^{\circ}00'$ East 60.00 feet to the northeast corner of said weather station, thence South $39^{\circ}00'$ East 60.00 feet to the southeast corner of said weather station, thence South $51^{\circ}00'$ West 60.00 feet returning to the southwest corner, also; all that portion of land utilized by the Bureau of Reclamation as office-parking area and described as follows; commencing at the northwest corner of said Block 12-A as described herein above, thence southeasterly on a curve to the left having a radius of 2780.00 feet through a central angle of

02°14'19" for an arc distance of 108.61 feet to the northwest corner of said office-parking area, thence continuing southeasterly along a curve to the left having a radius of 2780.00 feet through a central angle of 03°30'21" for an arc distance of 170.11 feet, thence South 84°07'44" East 10.00 feet to the northeast corner of said office-parking area, thence South 05°52'16" West 70.00 feet to the southeast corner of said office-parking area, thence North 84°07'44" West 180.00 feet to the southwest corner of said office-parking area, thence North 05°52'16" 75.20 feet East returning to the northwest corner of said office-parking area.

Said Block 12-A, exclusive of aforementioned reserved weather station site and Bureau of Reclamation office-parking area, contains 1.53 acres more or less.



4122BCS



CERTIFICATE OF RECORDATION

I, Patricia M. Allen, Deputy Recorder, of the Office
of the County Recorder of the County of Clark,
State of Nevada, did receive on the 26th day of
February, 1985, for filing and recordation the following
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I further certify that the same has been recorded in Book 2068,
Instrument
at Page 2027868, of the Official Records of the said County.

Patricia M. Allen
(Signature) Patricia M. Allen

Deputy Recorder
Title

OFFICIAL FILE COPY		
DATE	SURNAME	CODE
2/17	Wilborn	420
		400

FEB 17 1984

LC-420/563.

To: Regional Property and Services Officer
 From: ~~ACTING~~ Regional Supervisor of Water and Land Operations
 Subject: Disposal of Boulder City Filtration Plant

Enclosed is a legal description of the Federal lands identified as Block 12-A of the city of Boulder City, Nevada (City), which you reported as excess to General Services Administration (GSA) with the recommendation the land and improvements be deeded to the City. You will note the description excepts and reserves from the conveyance the lands presently being utilized by the Bureau of Reclamation as a weather station and an office-parking area. At such time it is determined there is no further need for either or both of the reserved areas, title to the land would then revert to the City.

LEGRAND NEILSON

Enclosure

401
405-Chrono-420B/420L1

BWilborn:dkm

BOULDER CITY FILTRATION PLANT PROPERTY
BLOCK 12-A
BOULDER CITY, NEVADA

LEGAL DESCRIPTION

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60.00 feet returning to the southwest corner, also; all that portion of land utilized by the Bureau of Reclamation as office-parking area and described as follows; commencing at the northwest corner of said Block 12-A as described herein above, thence southeasterly on a curve to the left having a radius of 2780.00 feet through a central angle of $02^{\circ}14'19''$ for an arc distance of 108.61 feet to the northwest corner of said office-parking area, thence continuing southeasterly along a curve to the left having a radius of 2780.00 feet through a central angle of $03^{\circ}30'21''$ for an arc distance of 170.11 feet, thence South $84^{\circ}07'44''$ East 10.00 feet to the northeast corner of said office-parking area, thence South $05^{\circ}52'16''$ West 70.00 feet to the southeast corner of said office-parking area, thence North $84^{\circ}07'44''$ West 180.00 feet to the southwest corner of said office-parking area, thence North $05^{\circ}52'16''$ 75.20 feet East returning to the northwest corner of said office-parking area.

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