



"W2492515"

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ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-SEP-10 130 PM FEE \$.00 DEP LF
REC FOR: WASHINGTON TERRACE CITY

EASEMENT AGREEMENT

This agreement is made and entered into this 27th day of AUGUST, 2010, by and between, WASHINGTON TERRACE CITY, a Municipal Corporation of the State of Utah, hereinafter referred to as "the City"; and COLUMBIA OGDEN MEDICAL CENTER, INC., a INCORPORATED company, hereinafter referred to as "Ogden Regional".

WITNESSETH:

WHEREAS, the City provides culinary water service to the Citizens and Businesses of Washington Terrace City, and is required to be in compliance with all state & federal Safe Drinking Water Regulations; and

WHEREAS, the City is required to provide an adequate air gap on the discharge line from the culinary water storage tank to prevent possible contamination and the air gap can be achieved at the Storm Drain Containment System of Ogden Regional's in Washington Terrace City, which property is served by the City, as described in Exhibit "A" Easement Legal Description; and

WHEREAS, Ogden Regional is the owner of certain property situated on Adams Avenue in Washington Terrace; as described in Exhibit "B" ("Ogden Regional's Property"); and

WHEREAS, the City wishes to acquire an easement across Ogden Regional's Property for the purpose of constructing said drain line to Ogden Regional's south detention basin,

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. (a) Ogden Regional hereby grants and conveys to the City a 20-foot wide Non-Exclusive Public Utilities Easement allowing the City to install and maintain drain line and related facilities on Ogden Regional's Property. Said easement is described as 10' on each side of the centerline of the waterline, and is more fully described in Exhibit "A" Easement Legal Description attached to this Agreement.

(b) Ogden Regional also hereby grants and conveys to the City a temporary construction easement 10 feet wide on each side of the permanent easement. Said easement is described as 10' on each side of the permanent easement (or 20' on each side of the centerline of the waterline), and is more fully described in Exhibit "A" Easement Legal Description attached to this Agreement. This Temporary Construction Easement is for the purpose of laying, constructing, and installing the pipeline and related facilities within the Permanent Non-Exclusive Public Utilities

Easement, together with the restoration work to be performed by the City. This temporary construction easement shall expire on December 31, 2010.

(c) If installation of the water line and related facilities is not completed by Dec 31, 2010, or if at any time a decision is made by the City not to install the water line within the Easement Area, then the City will convey, vacate, and release the easement granted herein back to Ogden Regional, by a recordable instrument in form and substance satisfactory to the City and Ogden Regional.

2. (a) The City shall install a 12" PVC drain line within the easement described in Exhibit "A" in conformance with City Standards and project plans & specifications and in a manner compatible with the layout of the existing parking lot and as approved by Ogden Regional, as evidenced on Exhibit "A".

(b) After installation of the water line and related facilities, the City will restore the grade of the Easement Area to as near its original condition as is reasonably possible. The City will also pay a reasonable amount to restore the disturbed vegetation. Said amount will be agreed to by both Ogden Regional and the City prior to the disturbance of Ogden Regional's property.

(c) Installation of the water line and related facilities and all restoration work will be at the sole cost of the City.

3. Upon completion of the project, the water line and related facilities shall be the property of the City. The City shall thereafter own, control, operate, and maintain the same.

4. The City acknowledges that at some point in the future, Ogden Regional and its members, partners, beneficiaries, successors, and assigns may develop Ogden Regional's Property and agrees to allow Ogden Regional and its members, partners, beneficiaries, successors, and assigns to relocate the easement as required for the development.

5. This easement may be relocated to a right of way dedicated during the future development of Ogden Regional's Property as approved by the City, which approval may not be unreasonably withheld. Such cost of relocation shall be borne wholly by Washington Terrace City.

6. Ogden Regional shall not build or construct, or permit to be built or constructed, any building over or across the Easement Area unless easement and associated piping is relocated prior to this development.

7. Ogden Regional shall not change the contour or alter the grade of the Easement Area without the written consent of the City, which consent will not be unreasonably withheld.

8. The City agrees to indemnify, defend and hold harmless Ogden Regional and its members, partners, beneficiaries, successors, and assigns from any and all liability, claims, damages, expenses (including reasonable attorney fees and costs), judgments, proceedings and causes of action of any kind whatsoever arising out of or in any way connected with the granting of this easement, including but not limited to, maintenance of the pipe and/or the potential malfunction of the water line and related facilities.

9. The City agrees to indemnify, defend and hold harmless Ogden Regional and its members, partners, beneficiaries, successors, and assigns from any and all liability, claims, damages, expenses (including reasonable attorney fees and costs), judgments, proceedings and causes of action of any kind whatsoever (including without limitation personal injury or death) arising out of or in any way connected with any obligation or covenant of the City under this Agreement or the work to be performed by or at the request of the City.

10. Grantor (Ogden Regional) shall indemnify, defend and hold harmless Grantee (City) from and against any and all claims, lawsuits, demands, damages, fines, and fees which flow or arise from, and/or are connected with the Grantee's property and the use of said property by Grantee, including, but not limited to, its invitees and employees.

11. The City will not permit any lien to be placed against Ogden Regional's Property as a result of, or in connection with, work under this Agreement. If Ogden Regional becomes aware that such a lien is placed against the Ogden Regional's Property, Ogden Regional will give the City written notice to remove the lien, whereupon the City will have 30 days to obtain or effect removal of the lien. After the 30-day period, if the lien has not been removed, Ogden Regional will have the right to pay the lien amount to the lienholder and obtain reimbursement from the City of the sum paid, together with interest at the rate of 12% per annum until the date Ogden Regional is reimbursed in full.

12. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. No assignment shall be permitted unless the assignee agrees in writing to be bound by the provisions of this agreement and to fulfill the obligations of the assigning party.

13. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the

prevailing party incident to such proceeding, including reasonable attorney's fees, will be paid by the other party to the proceeding.

14. Each party represents to the other that it has received all required authorizations and approvals for its execution of this Agreement and that this Agreement is a binding, continuing obligation of that party.

WHEREFORE, the parties hereto have signed this Agreement the day and year first above written.

Witness the hands of said Grantee, this 13 Day of Sept., 2010

GRANTEE
WASHINGTON TERRACE CITY

Mark C. Allen
MARK C. ALLEN, MAYOR

ACKNOWLEDGEMENT

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this 13 Day of September, 2010 personally appeared before me an authorized representative of WASHINGTON TERRACE CITY, who duly acknowledged to me that he executed the same on behalf of said WASHINGTON TERRACE CITY.

Amy Rodriguez
Notary Public in and for the State of Utah
My Commission Expires: 3-05-12



Witness the hands of said Grantor, this 16 Day of Sept, 2010

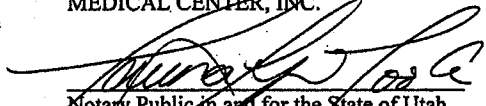
GRANTOR
COLUMBIA OGDEN MEDICAL CENTER, INC.

Mark Adams
MARK ADAMS, CHIEF EXECUTIVE OFFICER

ACKNOWLEDGEMENT

STATE OF UTAH)
 SS.
COUNTY OF WEBER)

On this 16 Day of September, 2010 personally appeared before me an authorized representative of COLUMBIA OGDEN MEDICAL CENTER, INC., who duly acknowledged to me that he executed the same on behalf of said COLUMBIA OGDEN MEDICAL CENTER, INC.



Notary Public in and for the State of Utah
My Commission Expires: 3-3-12

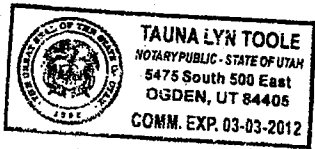


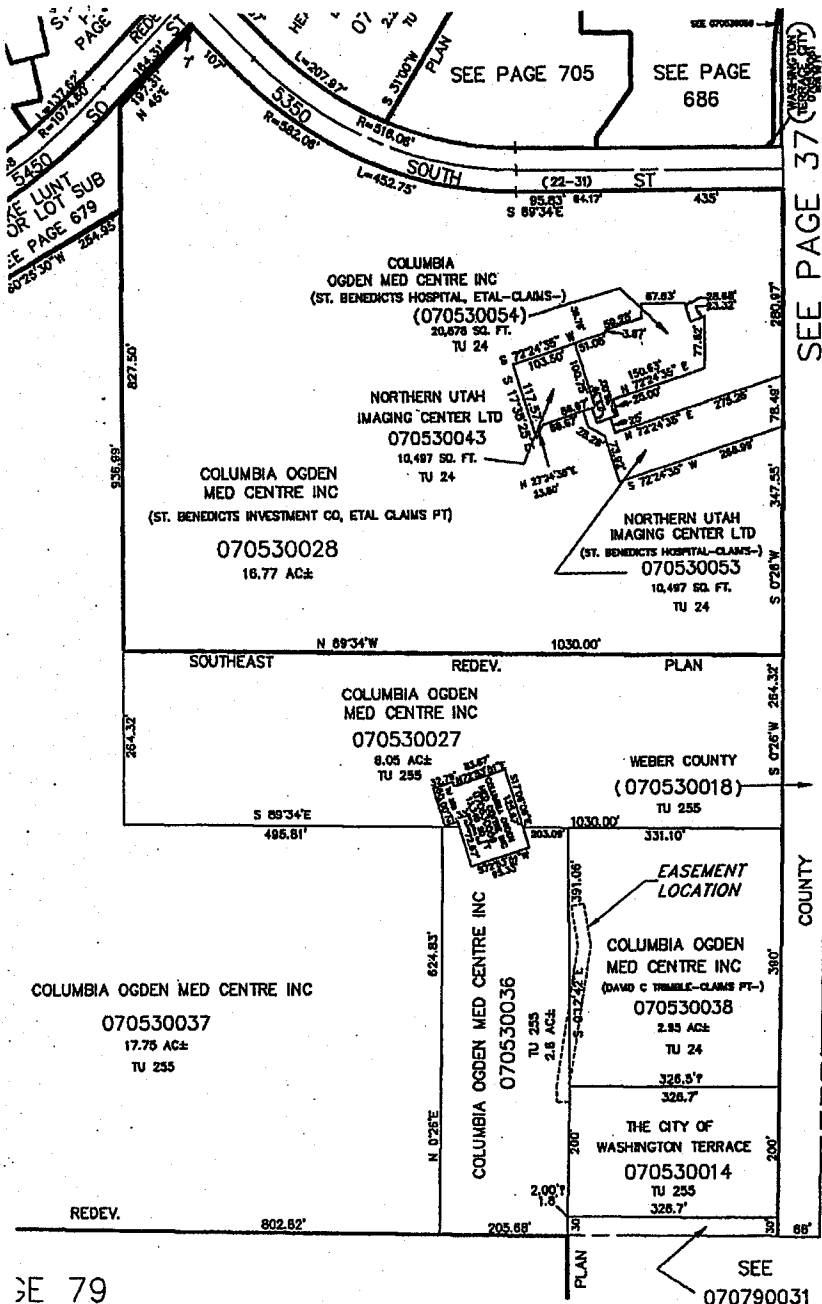
Exhibit "A" Easement Legal Description

Colombia Ogden Medical Center, Inc. ✓
(tax ID # 07-053-0036 & #07-053-0038)
WTC - Adams Tank Project
Public Utility Easement

A 20 foot wide public utility easement lying 10' each side of a line, along with a 40' wide temporary construction easement lying 20' each side of the said line, running parallel and adjacent to the following described line:

A part of the SE quarter of Section 17, T5N, R1W, SLB & M more particularly described as follows: Beginning at a point on the east line of Grantor's property, said point being N 0°26'00" E 212.72 feet and N 90°00'00" W 388.24 feet from the SE Corner of said Section 17 and running thence N 90°00'00"W 10.00 feet; thence N 00°39'59"W 25.00 feet; thence N 09°02'29"E 215.94 feet; thence N 10°04'21"W 62.37 feet to the point of termination.

Contains: 0.140 acre Permanent easement
 0.273 acre Temporary construction easement



- 070530030
TU 24
C BLAKE J HOLLEY & KATHLEEN S HOLLEY TRUSTEES
070530041
12,000 SQ FT
TU 24
- D OGDEN RIVER WATER USERS' ASSOC.
070530003
TU 24
- C CITY OF WASHINGTON TERRACE
070530044
24,568 SQ FT
TU 265

SEE PAGE 37 (WASHINGTON COUNTY)

N 0726'E 2363.2' (1)

EXHIBIT "B"
OGDEN REGIONAL'S PROPERTY

SE 79

SEE
070790031

S.H.L. 11-87