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Said easement shall convey a personal right to the Grantee, or an easement in gross, and shall continue so long as the conditions herein are met or until such time as the Grantor exercises its right of revocation as described below.

Said easement shall be subject to the following conditions, restrictions and reservations:

- 1. Grantee shall perform all work necessary to the installation of the entry sign, and pay all costs thereof.
- 2. The installation and construction shall be in conformance with all applicable construction codes, permit requirements, and construction standards used within Ogden City.
- 3. City shall assume all maintenance responsibilities for the sign.
- 4. Grantee shall defend, indemnify and hold harmless the Grantor, its officers, employees, and agents from and against any and all claims for which the Grantor may be liable, suffer, incur arising out of any act, activity, omission, or violation of any applicable law on the part of the Grantee, its agents, contractors, employees or officers in the construction, installation, repair, replacement, or maintenance of the entry sign.
- 5. Grantor may revoke the easement granted herein upon ninety days prior written notice from the Grantor. City retains ownership of the entry sign and may remove the sign at any time, but shall restore the site upon its removal.

It is further understood and agreed that the Grantee shall have the right of ingress and egress to and from the said easement

E# 1317511 BK1735 PG239 DOUG CROTTS, WEBER COUNTY RECORDER 20-OCT-94 1146 AM FEE \$.00 DEP LF REC FOR: OGDEN.CITY

REVOCABLE EASEMENT AGREEMENT

CONTRACTOR

of Garriage, 1998 by and between OGDEN CITY CORPORATION, a Utah Municipal Corporation, hereinafter called the "Grantee", and hereinafter called the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner of real property generally located at 5030 Harrison Boulevard, in the City of Ogden, County of Weber, State of Utah;

WHEREAS, the Grantee desires to construct and install an entry sign to Ogden City on Harrison Boulevard upon a portion of said property;

WHEREAS, said Grantor is willing to grant and convey a revocable easement to the Grantee for the consideration hereinafter set forth;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) to the Grantor paid by the GRANTEE, receipt of which is hereby acknowledged, said GRANTOR hereby conveys and grants to the GRANTEE a revocable easement hereinafter described to construct, install, repair, replace and maintain an entry sign upon said land lying in Weber County, Utah, which easement is more particularly described in as follows:

A part of the Northwest Quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East right-of-way line of the State Highway, said point being South 0°07'45" East, along the Section line, 1332.97 feet and South 89°32' East 270.90 feet from the Northwest corner of said Section 15; running thence Southeasterly along a curve on the East right-of-way line of the highway, having a delta angle of 01°17'34" and a radius of 1860.10 feet, long chord bearing South 29°41'13" East 41.96 feet; thence North 59°59'31" East 15.19 feet; thence North 29°59'42" West 34.00 feet; thence South 88°01'01" West, 16.95 feet to the point of beginning. Contains 73.11 square feet.

Also, as further described in attached Exhibit "A".

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and right of way at any and all reasonable times for the purpose of constructing, installing, inspecting, maintaining, or repairing said entry sign.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 15th day of Gamusey, 1998?

GRANTOR: IHC Hospitals INC

ACCEPTANCE BY GRANTEE:

OGDEN CITY, Utah Municipal Corporation

Administrative Officer

ACKNOWLEDGMENT

STATE OF UTAH

:ss

COUNTY OF WEBER

14th day of (druary, 1994, personally appeared, the signer of On the before me the foregoing instrument, who being by me duly sworn, did say that the foregoing instrument was signed by him with proper authority to

do so on.

NOTARY PUBLIC

Residing at

My Commission Expires:

9-11-96

E# 1317511 BK1735 PG241



