



W2628185

EN 2628185 PG 1 OF 11
ERNEST D ROWLEY, WEBER COUNTY RECORDER
02-APR-13 1137 AM FEE \$.00 DEP JKC
REC FOR: WASHINGTON TERRACE

EASEMENT AGREEMENT

This agreement is made and entered into this 1st day of April, 2013, 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., an incorporated company, hereinafter referred to as "Ogden Regional".

WITNESSETH:

WHEREAS, the City owns property, a water well, and water rights adjacent to property owned by Ogden Regional to the north and west of said site, as described in Exhibit "A" Ogden Regional's Property; and

WHEREAS, the City has entered into an agreement with Weber Basin Water Conservancy District to operate said well for irrigation or culinary water use; and

WHEREAS, water from said well will supply irrigation or culinary water service to the Citizens and Businesses of Washington Terrace City and surrounding areas, including Ogden Regional, and Weber Basin Water Conservancy District is required to be in compliance with current well operating practices and all state and federal Safe Drinking Water Regulations; and

WHEREAS, well operations require the periodic purging and disposal of certain volumes of well water before that water is directed into a distribution system; and

WHEREAS, Ogden Regional is the owner of certain property (the "Property") that is ideally situated to receive, contain, and percolate well purge water as shown in Exhibit "B" Parcel A and described in Exhibit "C" Easement Legal Description; and

WHEREAS, the City wishes to acquire an easement across the Property for the purpose of constructing and maintaining a purged water discharge line and water percolation site,

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 a discharge line and related facilities on, over, and under the Property, as described in Exhibit "C" Easement Legal Description, Public Utility Easement, and to utilize Parcel A, as described in Exhibit "C" Easement Legal Description, Parcel A, for well purge water containment and percolation, not to exceed 275,000 gallons. Said easement is attached to this Agreement. Exhibit "B" Parcel A visually defines the maximum area of

water confinement and shows, via existing land contours and graphics, overflow routing to the west.

(b) Ogden Regional also hereby grants and conveys to the City a temporary construction easement 10 feet wide on each side of the permanent Non-Exclusive Public Utilities Easement, as described above. Said easement is fully described in Exhibit "C" Easement Legal Description, Public Utility Easement, 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 restoration work to be performed by the City. This temporary construction easement shall expire on May 31, 2013.

(c) If installation of the discharge line and related facilities is not completed by May 31, 2013, or if at any time a decision is made by the City not to install the discharge 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 15" HDPE discharge line, storm drain box, and erosion control rip rap within the easement described in Exhibit "C" Easement Legal Description, Public Utility Easement, in conformance with City Standards and project plans & specifications and in a manner compatible with the layout of the drainage/percolation as approved by Ogden Regional, as evidenced on Exhibits "B", "C", and "D" Pump to Waste Plan, Profile & Details.

(b) After installation of the discharge 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, excluding trees and bushes. 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 discharge line and related facilities and all restoration work will be at the sole cost of the City.

3. Upon completion of the project, the discharge line and related facilities shall be the property of the City. The City, or its authorized agent(s), 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 determine to develop the Property in such a way that may impact the Easement and/or the improvements thereon. In such a case, City shall allow Ogden Regional and its members, partners, beneficiaries, successors, and assigns to relocate the Easement and

the related improvements to an equally suitable and working area of the Property for the well purge and discharge, as may be required for the development, with reasonable written notice to the City of the same.

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. Subject to Paragraph 4 above, 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. Subject to Paragraph 4 above, 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.

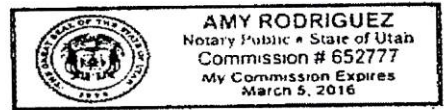
8. The City shall indemnify, defend and hold harmless Ogden Regional and its members, partners, beneficiaries, successors, and assigns from any and all liability, claims, damages, expenses (including reasonable attorney fees and costs), judgments, proceedings and causes of action of any kind whatsoever 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 discharge line and related facilities, and operations relating to the containment and percolation area, including accidental drowning.

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, including claims unrelated to containment and percolation operations by the City, as well as any claims arising from the actions and/or omissions of Grantor and/or Grantor's agents, employees, officers, successors, assigns, members, partners, and beneficiaries.

On this 1st Day of April, 2013 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: 3-5-16



Witness the hands of said Grantor, this 1st Day of April, 2013

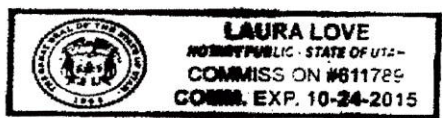
GRANTOR
COLUMBIA OGDEN MEDICAL CENTER, INC.

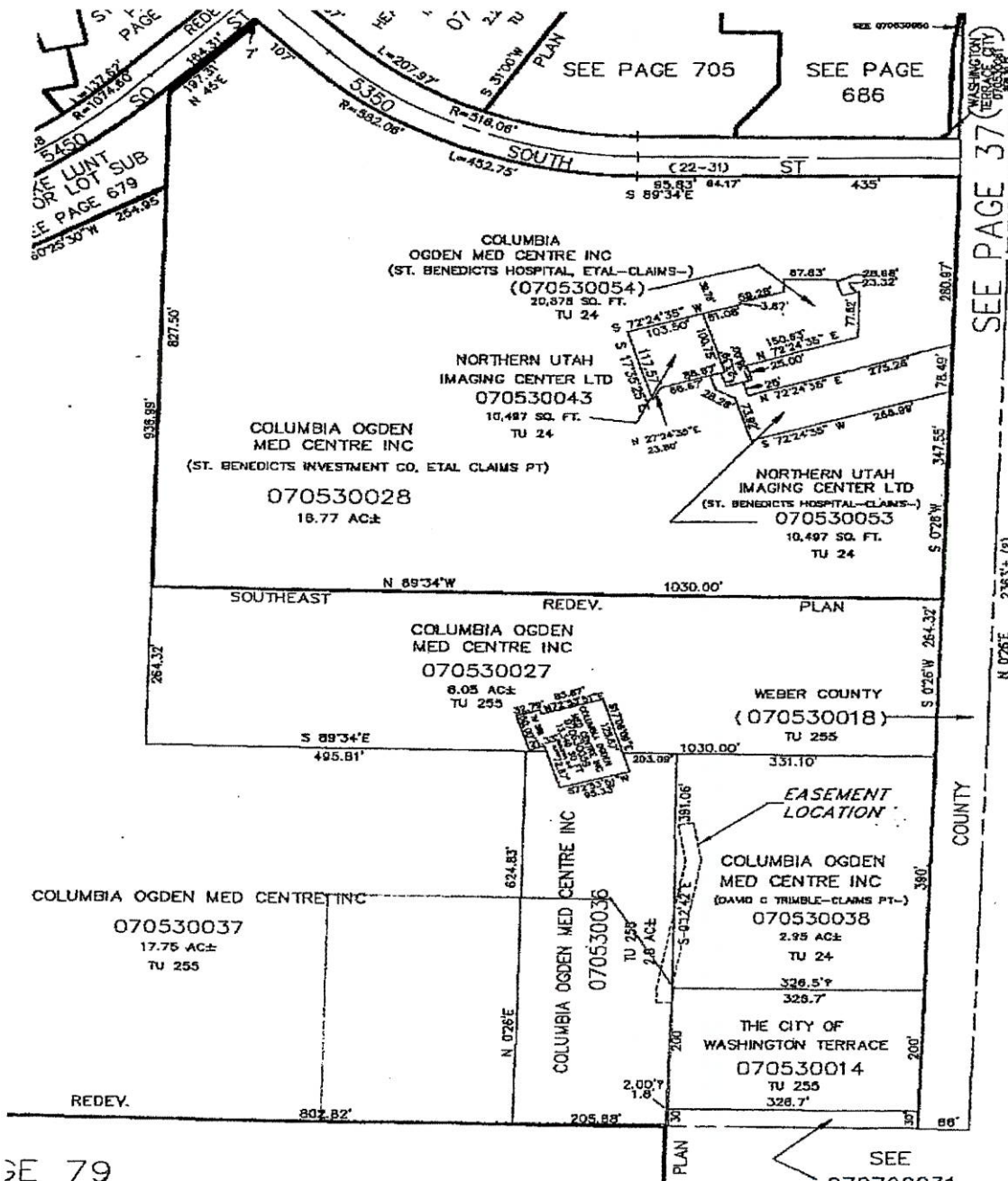
Mark Adams
MARK ADAMS, CHIEF EXECUTIVE OFFICER
ACKNOWLEDGEMENT

STATE OF UTAH)
 ss.
COUNTY OF WEBER)

On this 1st Day of April, 2013 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.

Laura Love
Notary Public in and for the State of Utah
My Commission Expires: 10-24-2015





SEE PAGE 37

070530030 TU 24	Ⓒ	BLAKE J HOLLEY & KATHLEEN S HOLLEY TRUSTEES 070530041 12,000 SQ FT TU 24
070530003 TU 24	Ⓓ	OGDEN RIVER WATER USERS' ASSOC.
070530004 TU 255	Ⓒ	CITY OF WASHINGTON TERRACE 24,968 SQ FT TU 255

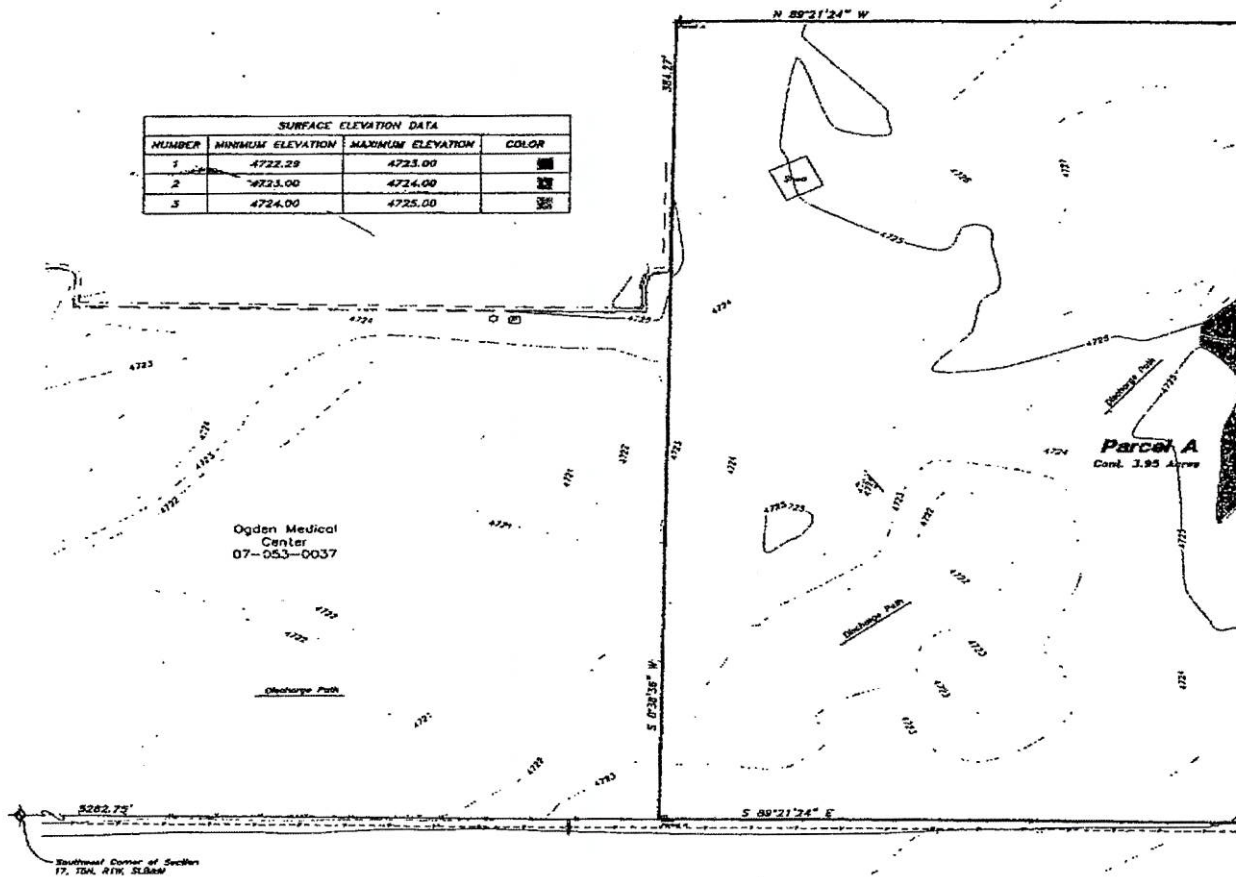
EXHIBIT "A"
OGDEN REGIONAL'S PROPERTY

Parcel A Perimeter

A Part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian

Beginning at the Northwest Corner of the Washington Terrace City Property of a Point Located North 00°53'08" East 231.93 Feet Along the East Line of said Section and North 88°04'52" West 55.00 Feet and North 89°24'21" West 528.65 Feet from the Southwest Corner of said Quarter and Running Thence North 28°41'42" West 174.78 Feet; Thence North 89°21'24" West 379.85 Feet; Thence South 00°38'38" West 394.27 Feet to the South Line of said Section; Thence South 89°21'24" East 422.55 Feet along said South Line; Thence North 00°53'08" East 31.63 Feet; Thence South 89°17'48" East 1.80 Feet to the West Edge of said Washington Terrace City Property; Thence North 00°53'08" East 200.00 Feet Along said West Line to the Point of Beginning, Containing 3.95 Acres.

SURFACE ELEVATION DATA			
NUMBER	MINIMUM ELEVATION	MAXIMUM ELEVATION	COLOR
1	4722.29	4723.00	■
2	4723.00	4724.00	■
3	4724.00	4725.00	■



Ogden Medical Center
07-053-0037

Parcel A
Cont. 3.95 Acres

Southwest Corner of Section 17, T5N, R1W, S18W

Engineer's Notice To Contractors

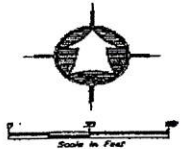
The existence and location of any underground utility pipes or structures shown on these plans were obtained from available information provided by others. The locations shown are approximate and shall be confirmed in the field by the contractor, so that any necessary adjustment can be made in alignment and/or grade of the proposed improvement. The contractor is required to contact the utility companies and take due precautionary measure to protect any utility lines shown, and any other lines obtained by the contractor's research, and others not of record or not shown on these plans.

NOTICE!

EXISTING UTILITIES ARE SHOWN ON PLANS FOR THE CONVICTION OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

Call BEFORE YOU Dig

1-800-885-4111



4/10/12 12:44:19 Washington Terrace 3rd/Corner/17-3-175 W.L.S. 3/12/2011 10:18 AM

Exhibit "C" Easement Legal Description

Colombia Ogden Medical Center, Inc.
(Tax ID #07-053-0036 & #07-053-0037)
WTC – Well #3 Pump Station
Easements

Parcel A Easement

A Part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian.

Beginning at the Northwest Corner of the Washington Terrace City Property at a Point Located North 00° 53' 08" East 231.93 Feet Along the East Line of said Section and North 89° 06' 52" West 66.00 Feet and North 89° 24' 21" West 326.68 Feet from the Southeast Corner of said Quarter and Running Thence North 28° 41' 42" West 174.76 Feet; Thence North 89° 21' 24" West 379.85 Feet; Thence South 00° 38' 36" West 384.27 Feet to the South Line of said Section; Thence South 89° 21' 24" East 462.68 Feet Along said South Line; Thence North 00° 55' 08" East 31.93 Feet; Thence South 89° 17' 48" East 1.80 Feet to the West Line of said Washington Terrace City Property; Thence North 00° 53' 08" East 200.00 Feet Along said West Line to the Point of Beginning.

Containing: 3.95 Acres.

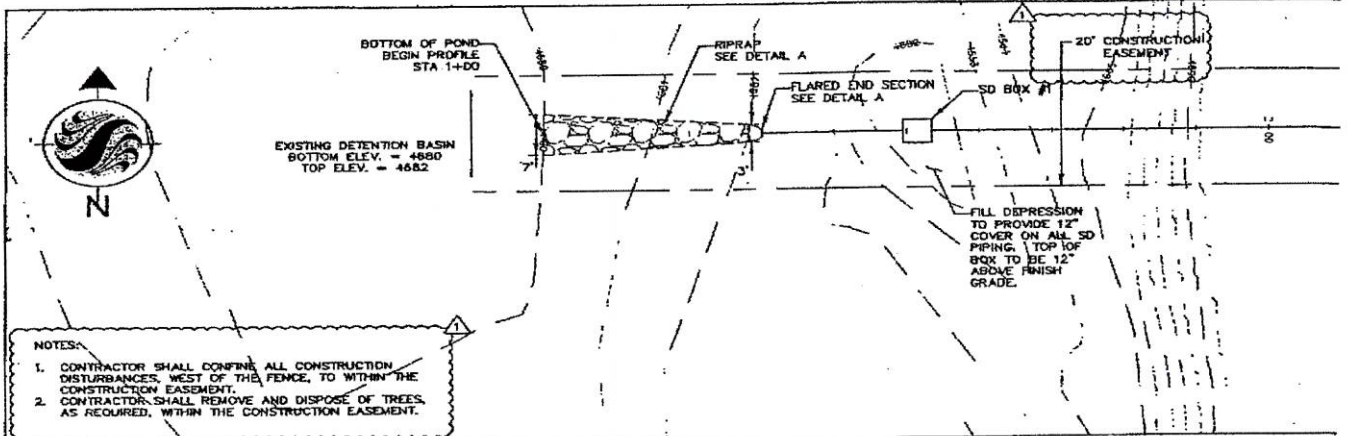
Public Utility Easement

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:

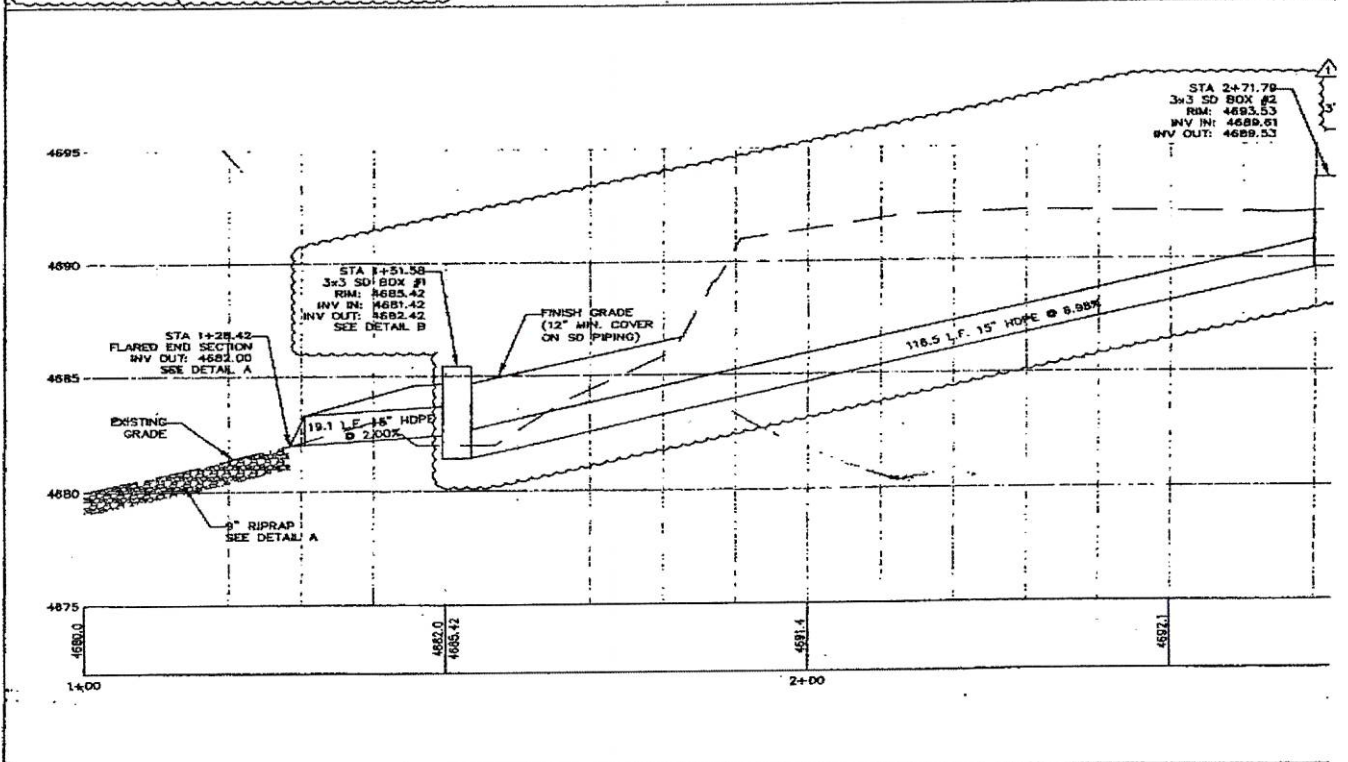
A Part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian.

Beginning at the Northwest Corner of the Washington Terrace City Property at a Point Located North 00° 53' 08" East 231.93 Feet Along the East Line of said Section and North 89° 06' 52" West 66.00 Feet and North 89° 24' 21" West 326.68 Feet from the Southeast Corner of said Quarter and Running Thence South 00° 53' 08" West 122.36 Feet; Thence North 89° 21' 24" West 123.54 Feet to the point of termination.

Containing: 0.057 acre Permanent Easement
0.113 acre Temporary Construction Easement



- NOTES:
1. CONTRACTOR SHALL CONFINE ALL CONSTRUCTION DISTURBANCES, WEST OF THE FENCE, TO WITHIN THE CONSTRUCTION EASEMENT.
 2. CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, AS REQUIRED, WITHIN THE CONSTRUCTION EASEMENT.



Revision	ADDENDUM #1	SAC	SMR	13.01.14
1				11.04.00
2	END ISSUE	SAC	SMR	13.01.03
3	BOX DESIGN DRAWINGS	ALS	SMR	12.12.12
4	SDS DESIGN DRAWINGS	ALS	SMR	12.11.14
Issued				11.04.00

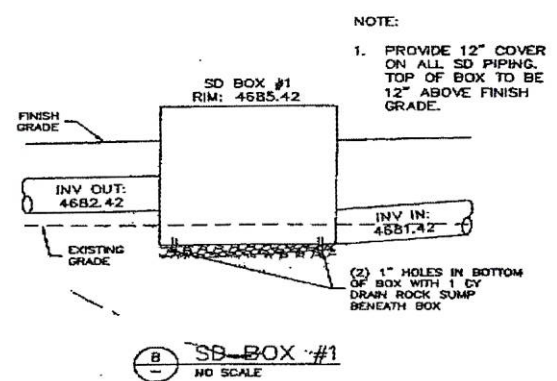
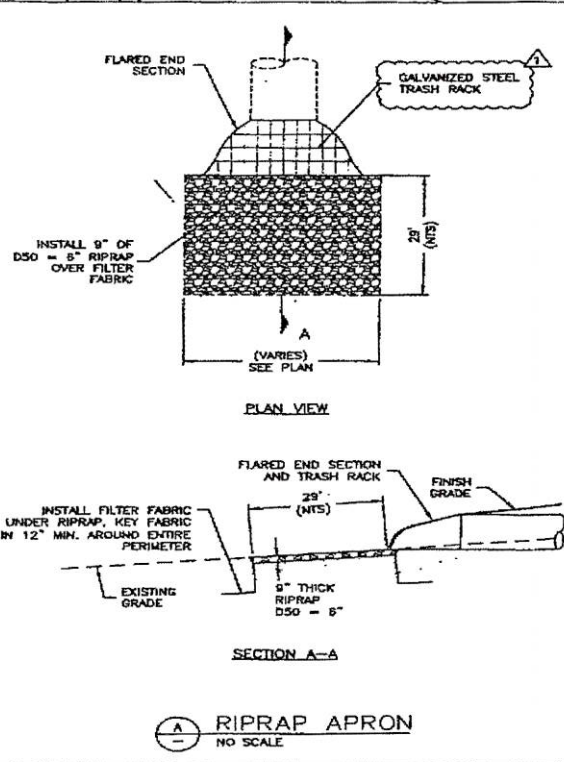
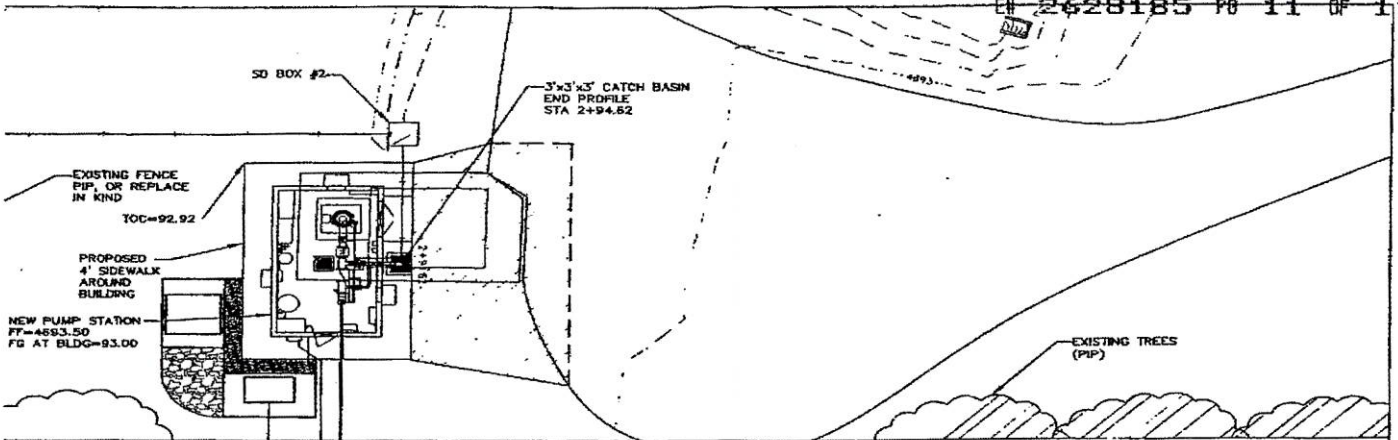
Permit Seal

Stantec
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www.stantec.com

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ORIGINAL SHEET - 10/2



SD BOX #1 NO SCALE

EXHIBIT "D"

RIPRAP APRON NO SCALE

Client/Project
WEBER BASIN WATER CONSERVANCY DISTRICT
WASHINGTON TERRACE WELL # 3 PUMP STATION
 WASHINGTON TERRACE, UT

File Name: D102C_D-02.DWG S48 FCD SMB 12.12.11
 Drawn: Chkd: Desgn: T.Y. JIM DO

Title
PUMP TO WASTE PLAN, PROFILE & DETAILS

Project No. 188201092 Scale 1" = 12'

Drawing No. D-02 Sheet of Revision