



W2703028

REV101512

Return to:
Rocky Mountain Power Curtis Galvez
1438 W. 2550 S.
Ogden, Utah 84403

EH 2703028 PG 1 OF 6
ERNEST D ROWLEY, WEBER COUNTY RECORDER
17-SEP-14 324 PM FEE \$20.00 DEP JKC
REC FOR: ROCKY MOUNTAIN POWER

Project Name: Ogden Regional Medical Center Surgery Expansion
WO#: 5782263
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Columbia Ogden Medical Center, Inc., d/b/a Ogden Regional Medical Center ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), an easement for a right of way ten (10) feet in width and one hundred and one (101) feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (collectively, the "Facilities") on, across, or under the surface of the real property of Grantor in Weber County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A and B attached hereto and by this reference made a part hereof:

Legal Description:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0D26' EAST 884.32 FEET ALONG THE SECTION LINE, AND NORTH 89D34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17, (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD) RUNNING THENCE NORTH 89D34' WEST 1030.00 FEET, THENCE NORTH 0D26' EAST 827.50 FEET, THENCE NORTH 45D EAST 197.31 FEET, THENCE SOUTH 45D EAST 100.00 FEET, THENCE EASTERLY ALONG THE ARC OF A 549.06 FOOT RADIUS CURVE TO THE LEFT 427.08 FEET, THENCE SOUTH 0D26' WEST 33 FEET, MORE OR LESS, TO SOUTH LINE OF 5350 SOUTH STREET, THENCE SOUTH 89D34' EAST 435 FEET, MORE OR LESS, THENCE SOUTH 0D26' WEST 280.97 FEET, THENCE SOUTH 72D24'35" WEST 275.26 FEET, THENCE NORTH 17D35'25" WEST 25.00 FEET, THENCE NORTH 72D24'35" EAST 17.50 FEET, THENCE NORTH 17D35'25" WEST 25.00 FEET, THENCE NORTH 72D24'35" EAST 150.63 FEET, THENCE NORTH 0D26'00" EAST 77.52 FEET, THENCE SOUTH 72D24'35" WEST 23.32 FEET, THENCE NORTH 17D35'25" WEST 28.68 FEET, THENCE NORTH 89D34'00" WEST 67.63 FEET, THENCE SOUTH 0D26'00" WEST 21.37 FEET, THENCE SOUTH 72D24'35" WEST 59.28 FEET, THENCE SOUTH 17D34'00" EAST 3.87 FEET, THENCE SOUTH 72D24'33" WEST 154.58 FEET, THENCE SOUTH 17D35'25" EAST 117.57 FEET, THENCE NORTH 27D24'35" EAST 23.80 FEET, THENCE NORTH 72D24'35" EAST 66.67 FEET, THENCE SOUTH 17D35'25" EAST 27.53 FEET, THENCE SOUTH 62D35'25" EAST 28.28 FEET, THENCE SOUTH 17D35'25" EAST 73.92 FEET, THENCE NORTH 72D24'35" WEST 268.99 FEET TO THE WEST LINE OF A COUNTY ROAD, THENCE SOUTH 0D26' WEST 347.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. EXCEPT THE NORTHERLY 33 FEET IN 5350 SOUTH STREET.

Assessor Parcel No.

07-053-0070 / d.s.
070530028 DD

Together with a reasonable right of access to the right of way from adjacent lands of Grantor for all reasonable activities in connection with the purposes for which this easement has

ORIGINAL

been granted; and together with the present and (without payment therefor) the future right to keep the right of way (but not any adjacent lands of Grantor) clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, Grantee may use, or allow to be used, the surface of the right of way may be used for any purposes not inconsistent with the purposes for which this easement has been granted.

Grantee agrees to indemnify and hold Grantor harmless for, from and against any and all losses, claims or damages incurred by Grantor arising from Grantee's use of the rights and easement herein granted, including without limitation, the construction, reconstruction, operation or maintenance of Grantee's Facilities located on the above described easement.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

Dated this 9th day of December 2013

GRANTOR:

Columbia Ogden Medical Center, Inc.

By: Nicholas L. Paul
Name: Nicholas L. Paul
Title: Vice President

GRANTEE:

PacificCorp

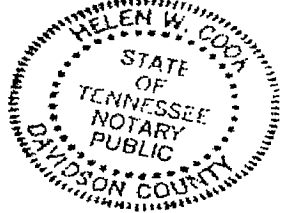
By: _____
Name: _____
Title: _____

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF TENNESSEE)
) ss.
County of Davidson)

On this ~~December~~ ^{9th} day of, 2013, before me, the undersigned Notary Public in and for said State, personally appeared Nicholas L. Paul, Vice President of Columbia Regional Medical Center, Inc., the corporation that executed the instrument and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Helen W. Coob
(notary signature)

NOTARY PUBLIC FOR TENNESSEE
Residing at: Nashville, Tennessee
My Commission Expires: March 3, 2014 (d/m/y)

[Acknowledgements continue on following page]

STATE OF _____)
) ss.
County of _____)

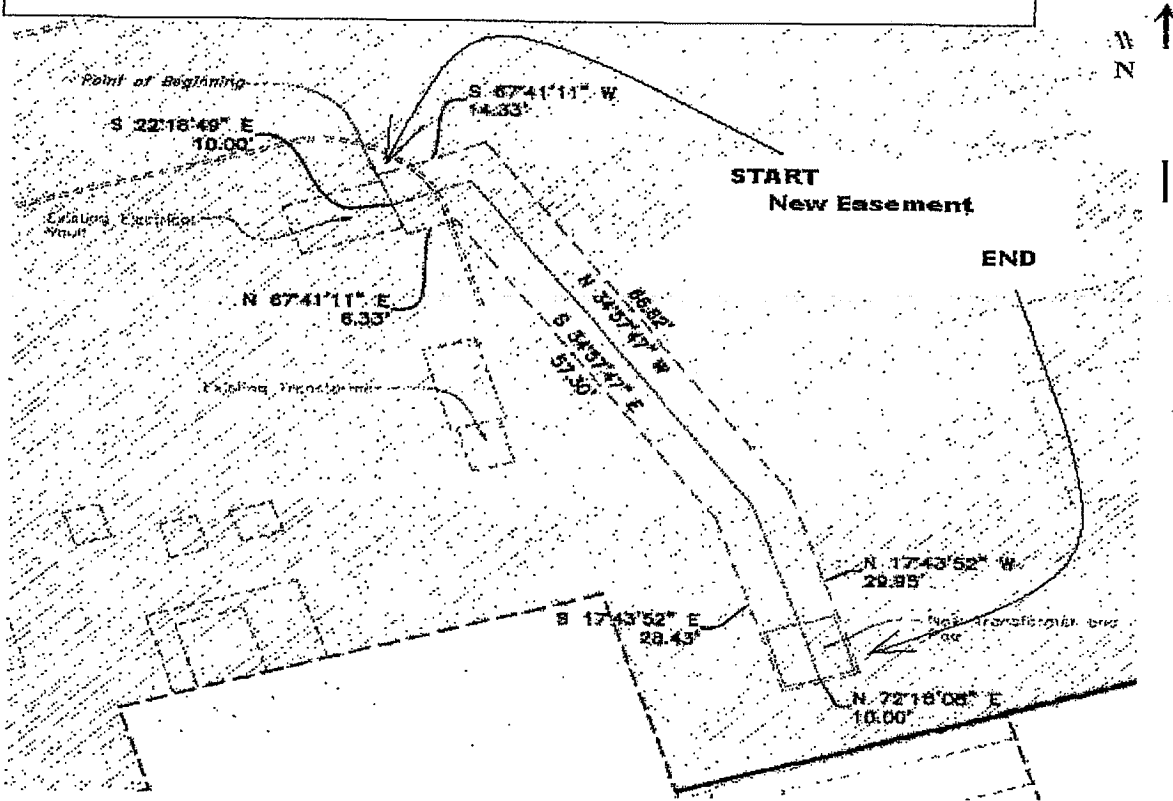
On this _____ day of, 2013, before me, the undersigned Notary Public in and for said State, personally appeared _____, the _____ of PacifiCorp, the corporation that executed the instrument and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(notary signature)
NOTARY PUBLIC FOR _____
Residing at: _____
My Commission Expires: _____ (d/m/y)

Property Description

Quarter: SW Section: 17 Township 5 N, Range 1 W, Salt Lake Base & Meridian
 County: Weber State: Utah
 Parcel Number: 07-053-0028



CC#: WO#: 5782263
 Landowner Name: Columbia Ogden
 Medical Center
 Drawn-by: AH

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A
 11311776.2

ROCKY MOUNTAIN POWER
 A DIVISION OF PACIFICORP

Property Description

A 10.00 wide power line easement described as follows: Beginning at a point on the Easterly edge of an existing electrical vault, said point is 1046.98 feet North 00°53'08" East along the section line and 746.89 feet North 89°06'52" West from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 67°41'11" East 14.33 feet; thence South 34°57'47" East 66.82 feet; thence South 17°43'52" East 29.95 feet; thence South 72°16'08" West 10.00 feet; thence North 17°43'52" West 28.43 feet; thence North 34°57'47" West 57.30 feet; thence South 67°41'11" West 6.33 feet; thence North 22°18'49" West 10.00 feet to the point of beginning.
Contains 1016 square feet

CC#:

WO#: 5782263

Landowner Name: COLUMBIA OGDEN MEDICAL CENTER INC

EXHIBIT B

