



W2168725

E# 2168725 PG 1 OF 4
DOUG CROFTS, WEBER COUNTY RECORDER
27-MAR-06 332 PM FEE \$1.00 DEP JKC
REC FOR: OGDEN CITY

EASEMENT AGREEMENT

The undersigned Grantor, for good and valuable consideration hereby grants and conveys to Ogden City, a Utah Municipal Corporation, a permanent and perpetual easement for the installation, repair, replacement, operation and maintenance of public utility service lines and facilities, as authorized by the Grantee, over, across and under the real property of Grantor described in Exhibit A attached hereto and incorporated herein by reference.

Grantee, its officers, agents, employees, and assigns, shall have the right of ingress and egress over and across the land of the Grantor to and from the above described permanent easement and all rights reasonably necessary or incident to the grant of said easement.

Grantor shall, subject to Grantee's rights contained herein, have the right to fully enjoy and use the premises for all purposes not inconsistent with this grant and not unreasonably interfering with exercise of the rights hereby granted.

After the initial installation, in the event of any repair, replacement, inspection or maintenance work, Grantee shall restore the surface of the ground to the same condition in which it was before the start of such work, as near as such restoration can be made.

All rights, title and privileges herein granted shall run with the land and shall be binding upon and inure to the benefit of the parties, and their successors in interest.

It is understood by the Grantor that the owners of Lots 19, 21, and 22 of Business Depot Ogden Plat 10 will share in the costs of maintaining and repairing the Joint Driveway Easement between said lots 19 and 22 equally. The responsibility of the actual maintenance and repair of such Joint Driveway Easement area shall be accomplished by the owner of Lot 22, and the three owners shall pay their respective shares of such maintenance and repair costs within thirty (30) days after billing therefore, such billing to be accompanied by reasonable supporting documentation establishing the actual costs incurred by the Lot 22 owner in connection with such repair and maintenance. Only reasonable and actual maintenance and repair costs comparable to normal and customary expenses for BDO Project roads (non-dedicated development roads) shall be shared by the three lot owners. The owner of Lot 22 shall submit an annual budget for maintenance and repairs to the owners of Lots 19 and 21 prior to October 1st of each year, which budget shall identify any major repairs or replacements reasonably anticipated for the upcoming budget year. The annual budget shall be approved by all owners by November 30th of each year. Any additional repairs and maintenance items not identified in said budget will be submitted and approved by all owners prior to work being done.

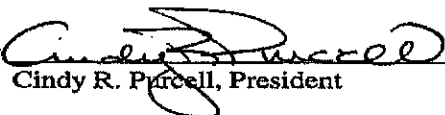
At such time as any portion of this easement becomes subject to a easements dedicated by the Grantor, or its successors and assigns, to Ogden City by means of a recorded subdivision plat, this grant of easement shall terminate and be superceded by the dedication provided on such plat.

DATED this 22 day of March, 2006.

IN WITNESS WHEREOF, the parties hereto have caused this Utility Easement Agreement to be duly executed as of the date first above written.

GRANTOR:

**THE DR. W.C. SWANSON FAMILY
FOUNDATION, INC.**

By 
Cindy R. Purcell, President



GRANTEE:

OGDEN CITY CORPORATION, a Utah Municipal Corporation

By: Matthew R. Godfrey
Matthew R. Godfrey, Mayor

ATTEST:

Cindi Mansell
City Recorder

APPROVED AS TO FORM:

Andrea Johnson
City Attorney

ACKNOWLEDGMENTS

STATE OF UTAH)
) :ss
COUNTY OF WEBER)

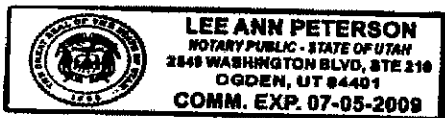
On this 23 day of March, 2006, personally appeared before me Cindy R. Purcell, who being by me duly sworn did say that she is the President of THE DR. W.C. SWANSON FAMILY FOUNDATION, INC., and that the foregoing instrument was signed in behalf of said corporation by authority of its Board, and she acknowledged to me that said corporation executed the same.

Les VanAlfen
Notary Public

STATE OF UTAH)
) :ss
COUNTY OF WEBER)



On this 23rd day of March, 2006, personally appeared before me, Matthew R. Godfrey and Cindi Mansell, the signers of the foregoing instrument, who duly acknowledged that they are respectively the Mayor and the City Recorder of Ogden City, and that the foregoing document was executed in behalf of Ogden City and that said municipal corporation executed the same.



Lee Ann Peterson
Notary Public

EXHIBIT A

The West 20 feet of Lot 19 of Business Depot Ogden Plat 10 as recorded in the office of the Weber County Recorder, Ogden, Utah.

12-203-0001 / ABST. ONLY ^{KU}