

1.60

204

Recorded at request of William H. King Fee Paid 4.60  
Date OCT 14 1957 of 1048 EMILY T. ELDREDGE Recorder Davis County  
By James A. Byler Deputy Book 131 Page 204

170564

EASEMENT FOR PIPELINE  
SE 1/4 NW 25-4N-2W  
NW 30-4N-1W  
NE 1/4 31-4N-1W

THIS AGREEMENT, made and entered into this 11th day of October, 1956, by and between Davis County, a body politic, hereinafter called the 'County', First Party, and North Davis County Sewer District hereinafter called "Grantee", Second Party,

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the County an easement to construct, and thereafter maintain and operate a pipeline within the right-of-way limits of the county roads, streets and highways herein referred to located within Davis County, Utah for the purpose of conveying sewage in the locations hereinafter described, and

WHEREAS, the County is willing to grant said easements under the terms and conditions hereinafter set forth,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. DESCRIPTION AND LOCATION OF PIPELINE.

The pipeline to be installed, the diameter of which shall not exceed twenty-seven (27) inches and thirty (30) inches, shall consist of reinforced concrete rubber gasket pipe, satisfactory to the County in all respects,

The locations of said easement within the highway right-of-way of Davis County are particularly described as follows:

Beginning at an existing manhole within the right-of-way of Gentile Street, a county road, said manhole being 10.0 feet north of the centerline of Gentile Street, said centerline also being the north line of section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and 1197.7 feet east, more or less, from the Northwest corner of said section 25 and running thence South  $56^{\circ}-40'$  East 70.3 feet, more or less, to a point on the south right-of-way line of said County Road, said point being 33.0 feet south and 1260.1 feet east, more or less, from the Northwest corner of said section 26.

Also beginning on the west right-of-way line of a County Road at a point 33.0 feet west and 2331.7 feet south, more or less, from the northeast corner section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South  $34^{\circ}-35'$  East 10.7 feet; thence South  $65^{\circ}-35'$  East 30.7 feet to a point on the east right-of-way line of said County Road, said point being 33.0 feet East and 2362.0 feet South, more or less, from said Northeast Corner section 26.

Also beginning on the west right-of-way line of a county road (1000 East Street) at a point 33.0 feet West and 4980.0 feet South, more or less, from the northeast corner section 26, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South

54°-35' East 81.0 feet to a point on the East right-of-way line of said County Road, said point being 33.0 feet East and 5026.2 feet South, more or less, from said Northeast corner Section 25.

Also beginning on the north right-of-way line of a county road at a point 33.0 feet North and 295.6 feet East, more or less, from the Southwest corner of Section 30, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence South 54°-35' East 31.3 feet to a point 15.0 feet North of the centerline of said County Road; thence Easterly parallel to and 15.0 feet North of said centerline 1520.0 feet; thence South 72°-20' East 49.0 feet, more or less, to a point on the East right-of-way line of said County Road, said point also being on the North line of said Section 30 a distance of 1097.9 feet East, more or less, from said Southwest corner Section 30,

Also beginning on the northwest right-of-way line of a county road at a point 680.4 feet South and 4043.7 feet East, more or less, from the Northwest corner Section 31, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 72°-29' East 41.3 feet, more or less, to connection with existing 18-inch sewer outfall line.

The descriptions of pipeline locations are subject to such change or variations therefrom as may be required or approved by the County Surveyor at the time of construction.

## 2. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipeline shall not be commenced by the Grantee until and after notice has been given by the Grantee, to said County Surveyor and a highway excavation permit obtained. Construction shall be carried forward to completion in the manner required by said County Surveyor.

## 3. PROTECTION OF TRAFFIC DURING CONSTRUCTION.

The Grantee shall so conduct its construction operation that there shall be no interference with or interruption of highway traffic. The Grantee shall conform to such instruction of the County Surveyor as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights or such other measures for the protection of traffic as may be required to warn and safeguard the public against injury or damage during the operations of the Grantee in constructing said pipeline.

## 4. RESTORATION OF EXISTING PAVEMENT.

The Grantee, shall replace, at its expense, any pavement removed or damaged with the same type and depth of pavement as that which is adjoining, including the gravel base material. This pavement shall be constructed in conformity with the Standard Specifications and shall be subject to the inspection and approval of the County Surveyor. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement shall be placed until such time as weather conditions are favorable, at which time the temporary pavement shall be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders, or gravel surfaced approach surfacing shall be removed and replaced with new gravel surfacing material. The repairs to pavement or surface shall include pavements which might have been damaged with construction equipment. The County shall have the option of restoring said roadbed to its original condition in every part of said highway at the expense of the Grantee; upon failure of the grantee to make repair for a period of thirty days after notice

## 5. DISPOSAL OF SURPLUS MATERIAL IN CLEANING UP HIGHWAY.

Upon completion of the work, all surplus material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facilities such as signs, culverts, etc. disturbed or damaged during the progress of the work shall be properly restored to their original condition.

206  
6. MAINTENANCE OF PIPELINE BY GRANTEE.

The said pipeline shall at all times be maintained, repaired, renewed and operated by and at the expense of the Grantee in such a manner as shall most suitably protect the Highway and the traffic thereon, and shall be subject to the approval of the County. The County reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said pipeline as it may consider necessary in the event the Grantee shall fail to do, upon notification by the County, and the Grantee hereby agrees to reimburse the County for the cost of such reconstruction or repairs.

EG for 30 days

7. CROSSING OF PIPELINE IN EXPANSION OF HIGHWAY SYSTEM.

It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the County shall have the right to cross said pipeline at any point necessary in the future construction and expansion of the County Highway System provided that the County shall use due care and diligence in the protection of said pipeline in making such crossings.

8. LIABILITY

Any supervision or control exercised by the County, or on its behalf, shall in no way relieve the Grantee of any duty or responsibility to the general public, nor relieve said Grantee from any liability for loss, damage, or injury to persons or property sustained by reason of the installation, maintenance, repair or removal of the pipeline and its appurtenances, nor of said Grantee's liability for damage to the highway; and the Grantee shall protect and indemnify and save harmless the County from any and all damages, claims or injuries that may occur by reason of the construction, maintenance, repair or removal of said pipeline by the Grantee, provided however, that this agreement shall not constitute an admission of any liability as to any third party or give to any third party any greater or further right of cause of action, it being understood and agreed that neither the County nor the Grantee recognizes any liability for any acts of negligence, whether of omission or commission, of any of its agents, servants or employees.

9. AGREEMENT NOT TO BE ASSIGNED.

The Grantee shall not assign this agreement or any interest therein without the written consent of the County.

10. SUCCESSORS AND ASSIGNS.

All covenants and agreements herein contained shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Davis County, a body politic, and the Grantee have caused these presents to be signed by their proper officials thereunto duly authorized as of the day and year first above written.



Attached  
RESERVED  
By Barry J. Sloan  
Clerk

Recommended for Approval:  
Sheld  
County Surveyor

DAVIS COUNTY, a Body Politic  
By Eugene Tolman  
Chairman-Board of County Commissioners

NORTH DAVIS COUNTY SEWER DISTRICT  
Grantee  
By W. J. ...  
Chairman-Board of Trustees  
W. J. ...  
Clerk-North Davis County Sewer District

Approved: Wm. ...  
District Engineer