

1442848

Presented to the Board of Commissioners
AND APPROVED

Recorded AUG 23 1955 at 3:08 P. M.
Request of S. L. City
Fee Paid. Hazel Taggart Chase,
Recorder, Salt Lake County, Utah
\$ No Fee By Ammons Deputy
Book 1231 Page 90 Ref.

JUL 1955
EASEMENT FOR PIPELINE

(Counties, Municipal Corporations, and Statutory Special Districts)

THIS AGREEMENT, made and entered into this 9th day of August,

1955, by and between the STATE ROAD COMMISSION OF UTAH, hereinafter called

the "Road Commission", First Party, and Salt Lake City Corporation

hereinafter called "Grantee", Second Party,

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the Road Commission an easement to construct, and thereafter maintain and operate a pipeline within the right-of-way limits of State Highway No. 171 (33rd So.) in Salt Lake County, Utah for the purpose of conveying culinary water

in the location hereinafter described, and

WHEREAS, the Road Commission is willing to grant said easement 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 twelve (12) inches, shall consist of transite pipe, satisfactory to the Road Commission in all respects,

Its location within the highway right-of-way is described as follows:

On a line parallel to and twenty (20) feet south of the north right-of-way line of said highway from 3130 East Street east a distance of approximately 1900 feet.

The foregoing description of pipeline location is subject to such change or variations therefrom as may be required or approved by the Road Commission's

District Engineer at 525 West 13th So. Salt Lake City, Utah, Utah, 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 District Engineer of the Road Commission and a highway excavation permit obtained. Construction shall be carried forward to completion in the manner required by said District Engineer.

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 District Engineer 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. COMPACTION OF BACKFILL.

The backfilling of any trench within the paved portion of the highway, the shoulders thereof, or the portion under any intersecting street or highway shall be thoroughly compacted by tamping with hand tampers, or preferably with mechanical tampers, in six-inch layers. The Grantee shall be liable for any damage which may result to the pavement due to failure to properly compact the backfill.

5. 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 State Standard Specifications and shall be subject to the inspection and approval of the District Engineer of the Road Commission. 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 roads become fouled with clay or other unsuitable material, such entire 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 Road Commission shall have the option of restoring said roadbed to its original condition in every part of said highway at the expense of the Grantee.

6. 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.

7. 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 Road Commission. The Road Commission 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 so to do, upon notification by the Road Commission, and the Grantee hereby agrees to reimburse the Road Commission for the cost of such reconstruction or repairs.

8. 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 Road Commission shall have the right to cross said pipeline at any point necessary in the future construction and expansion of the State Highway system, provided that the Road Commission shall use due care and diligence in the protection of said pipeline in making such crossings.

9. LIABILITY

Any supervision or control exercised by the Road Commission, 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 Road Commission 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 Road Commission nor the Grantee recognizes any liability for any acts of negligence, whether of omission or commission, of any of its agents, servants or employees.

10. AGREEMENT NOT TO BE ASSIGNED.

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

11. SUCCESSORS AND ASSIGNS.

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

IN WITNESS WHEREOF, the Road Commission 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.

Recommended for Approval:

Ed. Johnson
Chief Engineer

ATTEST:

David L. Warner By *Charles H. Harrison*
Secretary Chairman

STATE ROAD COMMISSION OF UTAH

SALT LAKE CITY CORPORATION

ATTEST:

Irma F. Bitner
City Recorder

By

Grant M. Burdick
Mayor
John C. Harrison
Commissioner
John C. Harrison
Commissioner

APPROVED:

William B. Fenn
District Engineer

STATE OF UTAH }
COUNTY OF SALT LAKE } ss

I, Irma F. Bitner, City Recorder of Salt Lake City, Utah, do hereby certify that the attached
Easement from Utah State Road Commission
was duly approved and accepted by the Board of Commissioners of Salt Lake City, Utah, this
18th day of August, A. D. 1955.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of Salt
Lake City, Utah, this 18th day of August, A. D. 1955.

Irma F. Bitner
Deputy City Recorder of Salt Lake City, Utah