

Recorded or required by W. H. Wickham
Date APR 18 1957 at 2:01 P.M. EMILY L. ELDREDGE Recorder Davis County
by Will Amundson Deputy Book 122 Fee Paid \$4.80 Page 427

427 **165857** A-G-R-E-E-M-E-N-T SW 1/4 36-5N-2W E 1/2 36-5N-2W 427

THIS AGREEMENT by and between Weber Basin Water Conservancy District, a Conservancy District of the State of Utah, hereinafter referred to as the District, and Bamberger Railroad Company, a corporation, hereinafter referred to as the Railroad Company

WITNESSETH:

WHEREAS, the District desires to obtain an easement to lay, construct, reconstruct, operate and maintain an underground water pipeline or pipelines and appurtenant structures on, over and through certain lands in Davis County, State of Utah, as follows:

Platted Attached
On 1/21/57 Compared Easement

Section 6, Township 4 North, Range 1 west,
Section 1, Township 4 North, Range 2 west,
Section 36, Township 5 North, Range 2 west,
Salt Lake Base and Meridian,

and,

WHEREAS, the Railroad Company is the owner of certain lands in said sections which are used for railroad purposes and the said Railroad Company is willing to grant to the District an easement for the construction, reconstruction, operation and maintenance of a pipeline,

NOW THEREFORE, IT IS AGREED:

1. That for consideration of \$3,754.00, the Railroad Company will convey to the District, its successors, and assigns, the following temporary and perpetual easements subject at all times to all prior rights and uses to which said property is now dedicated and devoted for railroad purposes:

Temporary easement during construction of the pipeline and appurtenant structures above referred to for construction purposes on, over, and across a strip of land 23 feet wide extending 6 feet Northeasterly and 17 feet Southwesterly and adjacent and parallel to the following described centerline:

Beginning at a point on the Northeasterly right-of-way line of the Bamberger Railroad, said point being North 1038.89 feet and East 255.81 feet from the Southwest Corner of Section 6, Township 4 North, Range 1 West, Salt Lake Base and Meridian, thence on the arc of a 229.18 foot radius curve to the right, a distance of 52.53 feet to a point South 55°13' West 6.0 feet from said right-of-way line; thence North 34°47' West parallel to and South 55°13' West 6.0 feet from said right-of-way line, a distance of 1880.70 feet, to a point North 1.41 feet and West 873.43 feet from the East Quarter Corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian

Perpetual easement to construct, reconstruct, operate, repair, replace, and maintain the pipeline and appurtenant structures above referred to

428

on, over, across, and through strips of land 6 feet Northeasterly and 11 feet Southwesterly from and adjacent and parallel to the above described Centerline.

Also a temporary easement during construction of the pipeline and appurtenant structures above referred to for construction purposes on, over, and across a strip of land 40 feet wide lying 15 feet Northeasterly and 25 feet Southwesterly from and adjacent and parallel to the following described centerline:

Beginning at a point North 1.41 feet and West 873.43 feet from the East Quarter Corner of Section 1, Township 4 North, Range 2 West, Salt Lake Base and Meridian, thence North $34^{\circ}47'$ West parallel to and South $55^{\circ}13'$ West 72.0 feet from the Northeasterly right of way line of the Bamberger Railroad a distance of 74.50 feet; thence North $21^{\circ}15'$ West 133.28 feet; thence on the arc of a 954.93 foot radius curve to the left, a distance of 225.56 feet to a point South $55^{\circ}13'$ West 15.0 feet, more or less, from the said Northeasterly right-of-way line; thence North $34^{\circ}47'$ West parallel to and South $55^{\circ}13'$ West 15.0 feet, more or less, from said right-of-way line, a distance of 5835.25 feet; thence on the arc of a 286.48 foot radius curve to the left, a distance of 225.8 feet, more or less, to a point on the Southwesterly right-of-way line of the Bamberger Railroad, said point being South 22.2 feet and East 686.4 feet more or less, from the West Quarter Corner of Section 36, Township 5 North, Range 2 West, Salt Lake Base and Meridian.

Perpetual easement to construct, reconstruct, operate, repair, replace and maintain the pipeline and appurtenant structures above referred to on, over, across, and through strips of land 20 feet wide, lying 10 feet on each side, adjacent and parallel to the above described Centerline.

2. That the plans and specifications for the construction of the pipeline on the easements hereinabove described are attached hereto and made a part of this agreement.

3. That the District will at all times carry and maintain adequate public liability insurance but not less than \$400,000.00 bodily injury and \$400,000.00 property damage covering those portions of its pipeline system constructed and operated within the temporary and perpetual easements hereinabove described. The bodily injury insurance shall provide for coverage to the extent of \$100,000.00 for each person injured and \$400,000.00 for each accident and shall be in standard form. The property damage insurance policy shall provide for a coverage of \$400,000.00 for each accident caused by any overflow from, or the breakage of, the District's pipeline, or seepage therefrom.

4. The District agrees to hold the Railroad Company harmless from and against any and all claims of every kind and character which may result from the operation, maintenance, repair or replacement of the District's pipeline

system on said easements including but not limited to damage caused by any overflow from or breakage of, or seepage from the said pipeline. The District hereby releases the Railroad Company from any and all claims for damage which may accrue by reason of the construction by the Railroad Company of additional tracks including spur or passing tracks, on, over, across, or in the vicinity of the District's facilities; provided that the Railroad Company shall before commencing any such construction give the District reasonable notice thereof so that the District may protect its facilities from such damage.

5. The District hereby releases the Railroad Company from any and all claims, or damage to its facilities, arising out of, or which may hereafter arise out of the operation and maintenance of the Railroad Company's railroad whether through vibration or otherwise.

6. The easement to be conveyed to the District shall be subject to the prior right of the Railroad Company to make use thereof for railroad purposes.

7. The District will install and maintain bleeding valves to protect the section of the District's pipeline traversing the said easement area against water hammering as a result of excessive pressure, trapped air or any other cause. If and when the District runs a water line Easterly at 300 North Street, in Clearfield, Utah, or elsewhere in the easement area, the District will at its cost and expense install in said line at each point of connection with the main pipeline a suitable valve. Each valve so installed shall be of size and kind satisfactory to the Railroad Company and shall be approved by the Railroad Company in advance of installation.

8. The District agrees to pay any expense incurred by the Railroad Company in making changes in railroad facilities which will or may hereafter be required by reason of the construction, operation or maintenance of the District's pipeline on the easement area hereinabove described.

9. In the event the District should abandon or should fail for a period of one year to use the easements hereinabove described, such

abandoned or such unused elements shall terminate, and any and all rights granted to the District hereby shall revert to the Railroad Company.

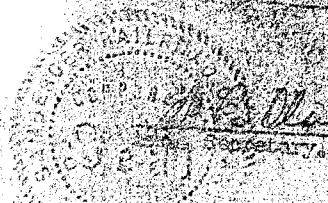
IN WITNESS WHEREOF, the parties hereto have caused the foregoing agreement to be executed this 31st day of August 1956.

WEBER BASIN WATER CONSERVANCY DISTRICT

ATTEST: [Signature] BY Harold E. Allison
President

BAMBERGER RAILROAD COMPANY

[Signature]
Vice President



STATE OF UTAH
County of Weber } ss

On the 13th day of September, 1956, personally appeared before me Harold E. Allison and E. J. Fieldstad who being by me duly sworn did say that they are the President and Secretary respectively of Weber Basin Water Conservancy District, and that said instrument was signed in behalf of said Weber Basin Water Conservancy District by authority of a resolution of its Board of Directors, and Harold E. Allison and said E. J. Fieldstad and each of them acknowledged to me that said Weber Basin Water Conservancy District executed the same.



[Signature]
Notary Public
Ogden, Weber County, Utah
My Commission expires: June 15, 1957

State of Utah
County of Salt Lake } ss

On the 31st day of August 1956, personally appeared before me [Signature] and Harold E. Allison, who being by me duly sworn did say that they are the Vice President and Secretary respectively of Bamberger Railroad Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said [Signature] and Harold E. Allison and each of them acknowledged to me that said corporation executed the same.



[Signature]
Notary Public.