

PIPE LINE AGREEMENT AND LICENSE
(For Licensee other than the United States)

THIS AGREEMENT, made and entered into this 15th day of February, 1940, by and between the State Road Commission of Utah, hereinafter called the "Road Commission," First Party, and Eden Waterworks Company, Corporation of the State of Utah, hereinafter called the "Licensee," Second Party,

WITNESSETH:

WHEREAS, The Licensee is desirous of obtaining from the Road Commission the right to construct and thereafter maintain and operate a pipe line within the right of way limits of State Highway No. U-162 in Weber County, Utah for the purpose of conveying culinary water, in the location hereinafter described, and

WHEREAS, the Road Commission is willing, to grant said right 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 PIPE LINE.

The pipe line to be installed, the diameter of which shall not exceed four (4) inches, shall consist of steel pipe, satisfactory to the Road Commission in all respects.

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

East side of highway approximately 30 feet from center line, beginning Station 1+10 and ending at Station 65+15, with service crossing said highway.

Stationing is referenced to P.A.S. 242 (1).

Situate in Sections 27 and 34, Township 7 North, Range 1 East, Salt Lake Meridian, U. S. Survey.

The foregoing description of pipe line location is subject to such changes or variations therefrom as may be required or approved by the Road Commission's District Engineer at Ogden, Utah, at the time of construction.

2. COMMISSION GRANTS LICENSE.

The Road Commission in consideration of the covenants here contained hereby licenses and permits the licensee to construct, and thereafter, during the term hereof, to maintain, operate and remove said pipe line in the location hereinbefore described and in the manner and under the condition hereinafter provided for, and the Licensee agrees to accept and does hereby accept said license under the conditions and restrictions as hereinafter set out.

3. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipe line shall not be commenced by the Licensee until and after notice has been given by the Licensee to said District Engineer of the Road Commission and obtained from said District Engineer the requisite Highway Excavation Permit. Construction shall be carried forward to completion in the manner required by the said District Engineer.

4. PROTECTION OF TRAFFIC DURING CONSTRUCTION.

The Licensee shall so conduct his construction operation that there shall be no interference with or interruption of highway traffic. The Licensee shall conform to such instructions of the District Engineer as may be given with respect to the 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 Licensee in constructing said pipe line.

5. 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 Licensee shall be liable for any damage which may result to the pavement due to failure to properly compact the backfill.

6. RESTORATION OF EXISTING PAVEMENT.

The Licensee shall replace, at his 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 Licensee.

7. 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, culvert etc. disturbed or damaged during the progress of the work shall be properly restored to their original condition.

8. MAINTENANCE OF PIPE LINE BY LICENSEE.

The said pipe line shall at all times be maintained, repaired, renewed and operated by and at the expense of the Licensee 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 Licensee of its obligation hereunder, to reconstruct or to make such repairs to said pipe line as it may consider necessary in the event the Licensee shall fail so to do, upon notification by the Road Commission, and the Licensee hereby agrees to reimburse the Road Commission for the cost of such reconstruction or repairs.

9. RECONSTRUCTION OF HIGHWAY.

In the event that the highway at any future date is so reconstructed as to location, grade, or width, as to require the relocation of said pipe line, the Licensee shall assume and pay all costs incident to the relocation of said pipe line.

10. CROSSING OF PIPE LINE 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 pipe line 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 pipe line in making such crossings.

11. LIABILITY.

The Licensee shall at all times protect and indemnify and save harmless the Road Commission from any and all claims, demands, judgments, costs, expenses and all damage of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, in any manner due to or arising out of injury to or death of any person, or damage to property of any person or persons whatsoever, including the parties hereto and their employees, or in any manner arising from or growing out of the construction, maintenance, operation, repair, extension, existence, use or removal of said pipe line, or the failure to properly construct, operate, maintain, or remove the same, including any insecurity of the surface caused by the construction or use of said pipe line, and from all costs and expenses, including attorney's fees connected in anywise with the matter and things contained herein.

12. TERMINATION OF LICENSE.

If the Licensee shall fail to construct, maintain, repair, or remove said pipe line in accordance with the terms of this agreement and to the entire satisfaction of the Road Commission, or shall fail to pay to the Road Commission any sum of money for the reconstruction, repair, or maintenance of said pipe line, or shall in any respect fail to keep, do and perform any of the conditions, stipulations, covenants, and provisions of this agreement to be kept, done and performed by said Licensee, this Agreement and License, shall, at the option of the Road Commission, be void and of no effect; and this license shall cease and the Road Commission shall have the right to remove said pipe line and restore the highway at the sole expense of the Licensee. However, before the Road Commission shall exercise the option to cancel this agreement, it shall notify the Licensee in writing, setting forth the violations complained of and shall give the Licensee a reasonable time to fully correct the same.

13. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this License or any interest therein without the written consent of the Road Commission, provided, that permission is hereby given to mortgage the Licensee's interest, or any part thereof, to Farmers Home Administration.

14. 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 Licensee have caused these presents to be signed by their proper officials therunto duly authorized, the day and year first above written.

Recommended for Approval:

[Signature]
Assistant Chief Engineer

ATTEST:
[Signature]
Secretary, State Road Commission of Utah

STATE ROAD COMMISSION OF UTAH
[Signature]
Its Clerk

ATTEST:
[Signature] Sec. & Treasurer
EDEN WATERWORKS COMPANY
[Signature] Its President

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RECORDED FOR
F. S. Maughan
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DEPARTMENT OF PUBLIC WORKS
Lillian N. Peterson

STATE OF UTAH
COUNTY OF []
EDEN WATERWORKS COMPANY

Wm C. Thayer
P.O. Bldg - City