

4838184

APPROVED RE1674

AUG 8 1989

CITY RECORDER

EASEMENT FOR PIPELINES

THIS AGREEMENT, made and entered into this AUG 8 1989 day of July, 19 89, by and between the SALT LAKE COUNTY, a body of corporate and politic of the State of Utah, hereinafter referred to as "COUNTY," and Salt Lake City Corporation, Dept. of Public Utilities 1530 S. West Temple, S.L.C. Ut 84115 hereinafter called "GRANTEE."

W I T N E S S E T H:

WHEREAS, the Grantee is desirous of obtaining from the County an easement to construct, and thereafter maintain and operate pipelines within the right-of-way limits of COUNTY roads and highways within the COUNTY and immediately adjacent thereto for the purpose of Water Supply; and

WHEREAS, the COUNTY is willing to grant said easement under the terms and conditions herein set forth,

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

1. LOCATION OF PIPELINES. (Address) Approximately 1943 East
3435 South (Evergreen Avenue)
 Length of Cut (Feet) approximately 478 feet of 8-inch Ductile Iron Pipe
~~Contractors~~ Owner, Corp., Co., etc. Address Dept. of Public Utilities
1530 South West Temple, Salt Lake City, Utah 84115

The pipelines to be installed, the diameter of which shall not exceed forty-two (42) inches shall consist of 8-inch Ductile Iron Pipe pipe, satisfactory to the COUNTY in all respects.

ORIGINAL DOCUMENT
The pipelines to be installed within the roads and highways, on one or both
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415

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sides shall be as near the right-of-way lines as practicable in accordance with the plans, specifications and maps prepared by Eckhoff, Watson & Preator Engineers and on file in the offices of the parties hereto.

The foregoing description of pipeline location is subject to such changes or variations therefrom as may be required or approved by the County Public Works Department at the time of construction. Following completion of construction the foregoing numbered detail sheets will be furnished showing distance from right-of-way line to pipeline center lines on all roads and highways where said pipelines are installed.

2. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipelines shall not be commenced by the GRANTEE until and after notice has been given by the GRANTEE, to said County Public Works Department. Construction shall be carried forward to completion in the manner required by said Department.

3. PROTECTION OF TRAFFIC DURING CONSTRUCTION.

The GRANTEE shall so conduct its construction operation that there shall be a minimum of interference with or interruption of highway traffic. The GRANTEE shall conform to such instruction of said Department as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights or 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 pipelines.

4. COMPACTION OF BACKFILL.

The backfill of any trench within the paved portion of the highway, the shoulders thereof, or the portion under or intersecting street or highway shall be thoroughly compacted. Method of compaction shall be as directed by

the COUNTY. 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 standard specifications and shall be subject to the inspection and approval of the Public Works Department of the COUNTY. 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 materials, such entire surfacing shall be removed and replaced with a new gravel surfacing material. No cleated or metal crawler type equipment shall be permitted to operate on any COUNTY hard surfaced street. 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.

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 PIPELINES BY GRANTEE

The said pipelines and their attached appurtenances, excluding fire hydrants

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and the connecting system thereof, shall at all times be maintained, repaired, reviewed 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. In the event emergency repairs or reconstruction of said pipelines or appurtenances are required as determined by COUNTY, and after notice in writing requiring GRANTEE to perform said repairs or reconstruction within a reasonable time, and upon a failure of GRANTEE to complete said repairs or reconstruction, the COUNTY reserves the right to make such emergency repairs to said pipelines as it may consider necessary and the GRANTEE hereby agrees to reimburse the COUNTY for the cost of such emergency reconstruction or repairs.

8. RECONSTRUCTION OF HIGHWAY.

In the event that any of said highways or portion thereof is so reconstructed at any future date as to location, grade or width so as to require the relocation of the waterline or lines thereon, or adjustment of manholes or other facility thereof, including service connections (except for any fire hydrants, including the connecting system thereof), the Grantee shall assume and pay all costs incident to relocation of the pipeline or adjustment of manholes or other facilities thereof including service connections.

9. 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 pipelines 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 pipelines in making such crossings.

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10. 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 pipelines 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 pipelines by the GRANTEE provided. 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 is understood and agreed that neither the COUNTY nor the GRANTEE by entering into this agreement acknowledge any liability for any acts of negligence, whether of omission or commission, of any of its agents, servants or employees.

11. AGREEMENT NOT TO BE ASSIGNED.

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

12. SUCCESSORS AND ASSIGNS.

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

13. SUBJECT TO.

This easement is subject to the right of the COUNTY at all times as the COUNTY deems necessary to construct roads, public buildings, sidewalks, parks or to carry out any other COUNTY purpose over the area covered by this easement, and when the GRANTEE'S lines, structures and appurtenances or any of them interfere with any COUNTY purpose, the GRANTEE

will remove such lines, structures or appurtenances within a reasonable time after notice to do so by the GRANTOR and at the expense of the GRANTEE.

IN WITNESS WHEREOF, the COUNTY 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.

SALT LAKE COUNTY

By: *[Signature]*
D. MICHAEL STEWART, Chairman
Board of County Commissioners

ATTEST:

[Signature]
H. DIXON HINDLEY
Salt Lake County Clerk

APPROVED

AUG 8 1989

NO FEE

4838184
20 OCTOBER 89 03:43 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: D DANGERFIELD, DEPUTY

GRANTEE: Salt Lake City Corporation

ATTEST:

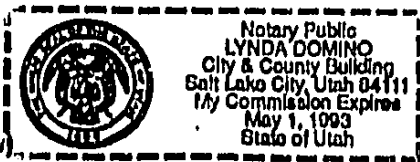
[Signature]
City Recorder



[Signature]
MAYOR

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of AUG 8 1989, 1989, by KATHRYN MARSHALL, who is the CITY RECORDER of Salt Lake City.



My Commission Expires:

ORIGINAL DOCUMENT
PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
451 SO. STATE, RM. 415
SALT LAKE CITY, UTAH 84111

[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

FINANCE APPROVAL

Funds Not Needed *[Signature]*

Funds Available _____

Contract # SL-890042

ATTORNEY APPROVAL

APPROVED AS TO FORM
7-27-89 *[Signature]*