

BOOK 915 PAGE 80

Contract No. 14-06-400-5067

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I-15-8(7)338 - Weber County  
Ogden 31st Street to Hot Springs  
Crossing of Layton Pump Intake Channel  
Weber Basin Project

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

WEBER BASIN PROJECT

CONTRACT AND GRANT OF EASEMENT FOR  
INTERSTATE HIGHWAY NO. I-15-8(7)338 OVER  
THE LAYTON PUMP INTAKE CHANNEL

THIS AGREEMENT, made and entered into this 27th day of February,  
19 69, pursuant to the Act of Congress approved June 17, 1902 (32  
Stat. 388), and all acts amendatory thereof or supplementary thereto,  
commonly known and referred to as the Reclamation Laws, between THE  
UNITED STATES OF AMERICA, acting by and through the Bureau of Reclama-  
tion, Department of the Interior, herein called the United States,  
represented by the officer executing this instrument, and the STATE  
ROAD COMMISSION OF UTAH, herein called the Department, represented by  
the Director of said Department;

WITNESSETH, That:

1. In consideration of the mutual agreements and covenants herein  
contained, but without cash consideration, the United States does hereby  
grant to the Department, its successors and assigns, a perpetual ease-  
ment to construct, operate, and maintain Interstate Highway No.  
I-15-8(7)338, herein called the Highway, on, over, and across the  
Layton Pump Intake Channel and right-of-way appurtenant thereto,  
herein called the Channel. The land involved in the crossing was  
acquired by the United States in connection with the Weber Basin  
Project in the County of Weber, State of Utah, and is more particularly  
described as follows:

A tract of land in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section Twenty-five (25), Township Six (6) North, Range Two (2) West, Salt Lake Base and Meridian, Utah, being more particularly described as follows:

Beginning at a point on the North line of the United States' property, also being a point on the North Section line of said Section 25, from which point the North Quarter corner of said Section 25 is West Seven Hundred Eighty-five (785.0) feet, and running thence West Two Hundred and Six-tenths (200.6) feet to the Westerly line of the United States' property; thence South 6°30' West along said property line Two Hundred Thirty-nine (239.0) feet; thence South 9°14' East Twenty-three (23.0) feet; thence South 6°59' East One Hundred Seventy-five and Four-tenths (175.4) feet to a point on the Southeasterly right-of-way line of the United States' property, thence North 44°39' East along said right-of-way line Three Hundred Thirty-three and Seven-tenths (333.7) feet; thence North 9°14' West One Hundred Ninety-nine and Five-tenths (199.5) feet to the point of beginning, containing 1.74 acres, more or less.

2. The Department agrees:

(a) That the double box reinforced concrete culvert will be constructed in the Channel, at the expense of the Department, in accordance with Exhibit "A" and Utah State Department of Highways Drawing No. E-1456, sheets 1, 2, and 3, marked Exhibits "B", "C", and "D", respectively.

(b) To construct, at its own expense, an access road for the United States at the location and in the manner shown on Exhibit "E".

(c) To perform all construction, reconstruction, and maintenance work, including cleaning and replacement, where necessary, of any and all Channel structures within the Highway right-of-way, at such time and in such manner as not to cause interference with operation, maintenance, or delivery of water through the Channel during the annual

DESCRIPTION CERTIFIED CORRECT

By: *Mark J. Davis* 2/16/66

15-8(7)338-0145

irrigation season from April 1 through October 15.

(d) To make provisions in construction plans to avoid damage to the earth lining of the Channel due to uplift water pressure. If, during construction of the Highway, the Channel is damaged, the Department will, without cost or expense to the United States, restore or replace the Channel in as good condition as it was immediately prior to the time of damage.

(e) To maintain, including cleaning and replacement where necessary, at no cost to the United States or the Weber Basin Water Conservancy District, herein called the District, any and all Channel structures which fall within the right-of-way for the Highway where such maintenance, including cleaning and replacement, where necessary, of any and all Channel structures and other features within the right-of-way exceeds the maintenance, including cleaning and replacement where necessary, of any and all Channel structures and other features along adjacent segments of the Channel. Any extraordinary maintenance costs incurred on adjacent segments of the Canal for silt removal, additional protective riprap, subsidence, or other costs which result from the activities or facilities of the Department, shall be borne by the Department. Said extraordinary costs shall be determined by the United States after consultation with the Department.

(f) To acquire, at its own expense, all rights-of-way necessary to perform the work covered under this contract and grant of easement and shall convey to the United States by good and sufficient Deed of Perpetual Easement, free of lien or encumbrance, the right-of-way

I-15-8(7)338 - Weber County  
Ogden 31st Street to Hot Springs  
Crossing of Layton Pump Intake Channel Weber Basin  
Project

for the access road shown on Exhibit "E."

(g) That all work involving the Channel and access road shall be subject to inspection and approval of the United States and the District. The Project Manager, Bureau of Reclamation, 324 - 25th Street, Ogden, Utah, and the Weber Basin Water Conservancy District, RFD #2, Box 223, Layton, Utah 84041, shall each be advised in writing at least 48 hours prior to the time concrete is to be placed in the Channel box culvert.

(h) That said Highway will be constructed and maintained by the Department at no expense to the United States or the District. In the event that any damage is caused, or threatened to be caused to the Channel or other facilities of the United States by or as a result of the construction, operation, or maintenance of said Highway, the Department shall, at its expense, immediately repair such damages or conditions or cause the same to be immediately repaired in a manner satisfactory to the United States and the District. The Department shall construct, reconstruct, operate, maintain, repair, or alter the Channel within the highway boundaries as shown on Exhibits "A," "B," "C," and "D" at the request of, and in accordance with the instructions of, the United States or the District. The expense of the Department shall be for its share of said costs as outlined in subparagraph 2(e), above. In the event of future enlargement of the Channel, the Department shall assume all responsibilities and pay all costs of such enlargement of the structures and facilities covered under this contract and grant of easement in excess of the estimated normal cost of such

**I-13-8(7)338 - Weber County  
Ogden 31st Street to Hot Springs  
Crossing of Layton Pump Intake Channel Weber Basin  
Project**

enlargement before construction of the Highway as determined by the United States.

3. The Department agrees that the easement hereby granted shall be held and exercised subject to the prior rights of the United States, its agents, successors, and assigns, to use or cross the lands covered by this instrument for the construction, operation, and maintenance of canals, drains, ditches, or other Weber Basin Project facilities, including the electric power transmission line constructed by Utah Power & Light Company to furnish electric power to the Layton Canal Pumping Plant, as hereinafter stated in Article 4, without any obligation whatsoever to the Department; provided, vehicles so used by the United States, its agents, successors, and assigns, shall not have the right to cross or have access to the arterial traffic lanes of the Highway, except at regularly established points of entry and exit. In the event the United States, its agents, successors, or assigns, build any future facilities across lands covered by this instrument for the Weber Basin Project, the plans and specifications for the facilities will be presented to the Department for review and consultation before construction of the facilities is commenced.

4. It is understood and agreed by the parties hereto that the United States and the Utah Power & Light Company, a corporation, entered into that certain Contract Between the United States and Utah Power & Light Company for Water Exchange and Transmission Service dated April 1, 1965, wherein the Utah Power & Light Company is obligated to construct

a transmission system within the canal right-of-way. A portion of said system will be within the exterior boundaries of the Highway. The United States is obligated to pay the cost of construction of said transmission system, and it is anticipated that construction of the Highway will increase the costs to be paid by the United States to the Utah Power & Light Company. The Department hereby agrees that it will pay any and all costs of construction of said transmission line that are above and beyond those costs which would have been paid by the United States had the Highway not been constructed. The extra costs are estimated to be \$300.00.

5. The Department agrees that no substantial change or alteration in the location of the Highway on, over, and across the facilities or land acquired for the Weber Basin Project shall be made until application for such change shall have been submitted to and approved in writing by the officer granting this instrument, his successors or authorized representative.

6. The Department agrees to hold the United States, its successors and assigns, harmless against all claims of every character arising out of or in connection with the construction, operation, or maintenance of those portions of the Highway subject to this agreement.

7. In the event the Highway interferes in any way with the operation, maintenance, or replacement of existing facilities of the United States within the purview of this instrument, the Department agrees to assume all responsibilities and pay all costs incident to the necessary relocation or alteration of its facilities. The United States will consult with the Department in determining said costs.

8. Nonuse by the Department of the land for Highway purposes for any period of time shall work a forfeiture of this instrument and of all rights of the Department hereunder. All rights granted to the Department under this instrument shall be forfeited if the Department, after 90 days' written notice thereof, fails or refuses to comply with the terms hereof. Thereupon, the Department will, at the option of the United States, remove all structures within one (1) year after the date of forfeiture. The Department may forfeit its rights by giving the United States written notice addressed to the Regional Director, Bureau of Reclamation, P. O. Box 11568, Salt Lake City, Utah 84111, ninety (90) days before the effective date thereof. The Department shall also record said notice of forfeiture in the office of the County Recorder of Utah County. In the event the Department elects to terminate this instrument, all structures shall, at the option of the United States, be removed without cost to the United States within one (1) year after the effective date of the termination.

9. This Contract and Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto without the written consent of the United States.

10. This Contract and Grant of Easement shall not become effective until approved by the District.

11. The following provisions governing performance of work under Government contracts, as set out in Section 202 of Executive Order 11246, dated September 24, 1965, as shown on Exhibit "F," attached hereto and made a part hereof, shall be applicable to this instrument, and for this

purpose, the term "contract" shall be deemed to refer to this instrument, and the term "contractor" shall be deemed to refer to the Department.

12. The Department warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Department for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this instrument if made with a corporation or company for its general benefit.

14. The provisions of this instrument shall run in favor of and bind the assigns of the United States and the successors and assigns



1-15-8(7)338 - Weber County  
Ogden 31st Street to Hot Springs  
Crossing of Layton Pump Intake Channel Weber Basin  
Project

of the Department.

IN WITNESS WHEREOF, the parties hereto have caused this instrument  
to be executed the day and year first above written.

ATTEST: THE UNITED STATES OF AMERICA

By *Paul Tronsell*  
Regional Director, Region 4  
Bureau of Reclamation  
\*\*\*\*\*

(SEAL) STATE ROAD COMMISSION OF UTAH

ATTEST: *Donald A. Junley* By *Henry C. Miller*  
Commission Secretary Director of Highways

APPROVED: *George Y. Clark* Approval of the Governor  
Weber Basin Water Conservancy  
District By *Paul Tronsell*  
(SEAL)

Recommended for Approval: \_\_\_\_\_  
*P. M. Hansen* Budget Officer \_\_\_\_\_ Date \_\_\_\_\_  
Engineer of Construction and  
Maintenance

APPROVED: Printed  Indexed    
Recorded  Abstracted   
Compared  Page

Director of Finance

APPROVED AS TO FORM:  
PHIL E. HANSEN, ATTORNEY GENERAL  
By *Phil E. Hansen*  
Assistant Attorney General

519444 *no fee*  
FILED AND RECORDED FOR  
State Road Commission  
1952 APR 24 PM 11 35

*Utah State Dept. of Highways  
State Office Bldg.  
S.L.C. 84114*

PHIL E. HANSEN  
WEBER COUNTY RECORDER  
*William J. Peterson*