

113019

A G R E E M E N T

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NE 1/4 37-1W
10-37-1W
NE 1/4 4-37-1W
36-37-1W
SW 1/4 33-47-1W
NE 1/4 32-47-1W
29-47-1W
19-47-1W
E 1/2 13-47-2W
W 1/2 18-47-1W
S 1/2 1-47-2W
NE 1/4 32-57-2W
26-57-2W

THIS AGREEMENT made and entered into this 6th day of September, 1949, by and between Davis County, a municipal corporation of the State of Utah, hereinafter called the County, and Salt Lake Pipe Line Company, a Nevada Corporation, hereinafter called the Company,

WITNESSETH:

WHEREAS, the Company is constructing a steel pipe line from Salt Lake City, Utah, to a point or points in the vicinity of Boise, Idaho; and

WHEREAS, to reach the termini of said line it will be necessary to lay said pipe in, under, and along certain streets of the County, and the Company has applied to the County for permission to lay, maintain, repair, and replace said pipe line in, under and along certain streets within the County's limits, the course, position, size, and character of said pipe line to be so layed and constructed as hereinafter set forth and as shown on the maps and drawings hereto attached:

NOW THEREFORE, in consideration of the premises and of the covenants and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:

1. Subject to all of the terms, conditions, and agreements hereinafter appearing, the County hereby grants to the Company permission to construct and lay in, under and along certain of the roads and highways of the County, and thereafter to occupy said roads with an 8-inch steel pipe line to be used by the Company for transporting crude oil or other petroleum derivatives from Salt Lake City, Utah, to a point or points in the vicinity of Boise, Idaho, or to such other point or points as said pipe line may from time to time be extended. The particular roads wherein said pipe line may be laid and constructed and thereafter occupied by said pipe line are shown and designated on the maps and drawings hereto attached marked Plats Numbered 6062, 6116, 6016, 6017, 6018, 6019, 6021, 6025, 6026, 6027, 6028, 6035, 6036, 6040, 6045, 6047, 6050,

expense, make such changes in the course, location, and depth of said pipe line along said roads, from time to time, as may be required in such use of said streets by the County.

2. The Company further agrees that upon the completion of the laying and constructing of said pipe line it will furnish to the Board of County Commissioners of the County, for filing for future reference, a copy of maps and drawings showing the exact location, position, course, depth, and character of said pipe line, with all appurtenances, as the same have been actually laid and constructed.

3. In the laying and constructing of said pipe line, and thereafter in the proper maintenance, repair, and replacement of the same, the Company may make such cuts and excavations in said streets as may be reasonably necessary therefor, but such cutting and excavating shall be done in such manner that said streets shall be open at all times to the public and so that all persons residing along said streets shall have free passage along said streets and into and out of their places of residence.

4. During the course of construction, and during the course of any repair or replacement of said pipe line, the Company shall maintain proper signs, guards, and barricades, with sufficient lights thereon at night time, to warn the public of the work being done and to protect the public against injury or damage as a result of such work. The excavated material shall be kept within reasonable confines and not be scattered or spread over an area larger than reasonably necessary. All pipe, equipment and materials shall be so placed and used along said course as to interfere as little as may be reasonably necessary with the use of said streets by the public.

5. All excavations and trenchings made in the course of laying and constructing said pipe line, or in maintaining, repairing, or replacing the same thereafter, shall be backfilled by the Company as expeditiously as possible and to the satisfaction of the Board of County Commissioners. Upon the proper completion of said backfilling the County will restore the subsurface and surface of

the streets to their former condition and the Company agrees to pay the County the entire cost thereof, including a reasonable rental on the equipment used, such payment to be made upon being billed therefor. The Company guarantees all trenching from settlement for a period of one year from date of resurfacing and shall pay the cost of repairing such settlement during such year.

6. The Company hereby agrees to protect the County and hold the County harmless and to indemnify it against any and all claims made against the County for damage of every kind or description that may arise by reason of the constructing and laying of said pipe line, excavating or trenching in said roads, and placing pipeing, materials, and equipment thereon, and that may arise at any time from the maintenance, use, or operation of, and the occupancy of said roads by said pipe line, and from the bursting or leaking of said pipe line, howsoever caused, including forces of nature or acts of God.

7. The County reserves the right to grade and improve, in any manner, said roads and highways at any time and to change the grade thereof or to make any installations therein it may desire, and the Company agrees that it will, at its own expense, make such changes in the location or course of said pipe line as will be necessary to effect such control, use, and occupation of said roads by the County.

8. The Company agrees that in laying and constructing said pipe line it will not in any manner interfere with or cause damage to any existing utilities or pipe lines now laid in said roads and that if any damage is done thereto, the Company will fully indemnify the owner thereof.

9. The Company agrees to pay the County the cost of repairing any damage to any pavement or hard surface anywhere in the streets that may be caused in any manner by any equipment used in connection with the laying or constructing of said pipe line or the repairing, maintenance, or replacement of said pipe line.

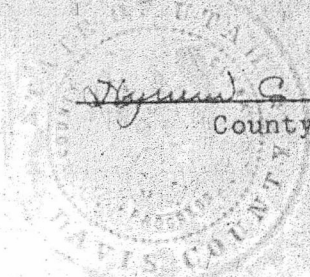
10. This agreement shall not be assigned or transferred in

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their proper officers thereunto duly authorized the day and year first above written.

DAVIS COUNTY

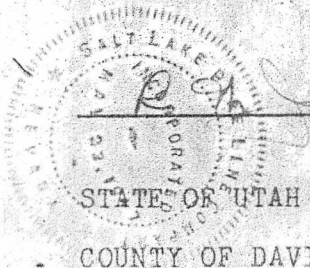
By W. Alvin Nalder
Chairman of Board of County Commissioners

Hyrum C. Brough
County Clerk



SALT LAKE PIPE LINE COMPANY

By C. V. Bader
Vice President (Title)



R. W. Johnson
Secretary

STATE OF UTAH |
COUNTY OF DAVIS | SS

On the 6th day of September, 1949, personally appeared before me W. Alvin Nalder and Hyrum C. Brough, who, being by me duly sworn, did say that they are respectively the Chairman of the Board of County Commissioners and County Clerk, and that the name of Davis County was attached to the foregoing instrument by W. Alvin Nalder as Chairman of the Board of County Commissioners and signed by him and countersigned by Hyrum C. Brough as County Clerk, by authority of a resolution of the Board of Commissioners of Davis County passed on the 6th day of September, 1949, and said persons acknowledged to me that said corporation executed the same.

Alice H. Skousen
Notary Public, UTAH
Com. Exp: Oct 4, 1952

STATE OF UTAH |
COUNTY OF DAVIS | SS

On the 19 day of July, A. D. 1949, personally appeared before me C. V. Bader and R. W. Johnson, who being by me duly sworn, did say that they are Vice President and Secretary, respectively, of the Salt Lake Pipe Line Company and that the said Salt Lake Pipe Line Company authorized the signing of the forgoing instrument by authority of its By-Laws and said persons acknowledged to me that said Salt Lake Pipe Line Company executed the same.

APPROVED AS TO
file



Edw. H. Overwood
Notary Public
Com. Exp: