

Book of William N. Young No fee
 Date AUG 9 1955 Recorder Davis County
James P. Byham Deputy Book 90 Page 52
148759 EASEMENT FOR PIPELINE
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 206 21-44-120
 THIS AGREEMENT, made and entered into this 27th day of

June, 1955, by and between Davis County, a body politic, hereinafter called the "County", First Party, and North Davis County Sewer District hereinafter called "Grantee", Second Party,

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the County an easement to construct, and thereafter maintain and operate a pipeline within the right-of-way limits of the county roads, streets and highways herein referred to located within Davis County, Utah for the purpose of conveying sewage in the locations hereinafter described, and

WHEREAS, the County is willing to grant said easements 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 PIPELINE.

The pipeline to be installed, the diameter of which shall not exceed fifty-four (54) inches, shall consist of reinforced concrete rubber gasket pipe, satisfactory to the County in all respects,

The locations of said easement within the highway rights-of-way of Davis County are particularly described and set forth in Exhibits "A", "B", "C", "D" and "E" attached hereto and by reference thereto made a part of this document as though fully set forth and described herein.

The descriptions of pipeline locations are subject to such change or variations therefrom as may be required or approved by the County Surveyor at the time of construction.

2. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipeline shall not be commenced by the Grantee until and after notice has been given by the Grantee, to said County Surveyor and a highway excavation permit obtained. Construction shall be carried forward to completion in the manner required by said County Surveyor.

3. PROTECTION OF TRAFFIC DURING CONSTRUCTION.

The Grantee shall so conduct its construction operation that there shall be no interference with or interruption of highway traffic. The Grantee shall conform to such instruction of the County Surveyor as may be given with respect to 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 Grantee in constructing said pipeline.

4. COMPACTION OF BACKFILL.

Platted
 Abstracted
 On Margin
 Compared
 Entered

James P. Byham

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

H.D.S. R
By *[Signature]*

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 County Surveyor. 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 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 PIPELINE BY GRANTEE.

The said pipeline shall at all times be maintained, repaired, renewed 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. The County reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said pipeline as it may consider necessary in the event the Grantee shall fail so to do, upon notification by the County, and the Grantee hereby agrees to reimburse the County for the cost of such reconstruction or repairs.

8. 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 pipeline 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 pipeline in making such crossings.

9. 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 pipeline 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 pipeline by the Grantee, provided, however, that 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 being understood and agreed that neither the County nor the Grantee recognizes any liability for any acts of negligence, whether of omission or commission, of any of its agents, servants or employees.

10. AGREEMENT NOT TO BE ASSIGNED.

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

11. SUCCESSORS AND ASSIGNS.

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

IN WITNESS WHEREOF, Davis County, a body politic, 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.

Recommended for Approval:

Harold J. Sappette
County Surveyor

DAVIS COUNTY, a Body Politic

By Eugene Tolman
Chairman-Board of County Commissioners

NORTH DAVIS COUNTY SEWER DISTRICT
Grantee

By [Signature]
Chairman-Board of Trustees

ATTEST:

[Signature]
Clerk



APPROVED:

[Signature]
District Engineer

[Signature]
Clerk-North Davis County Sewer District.

EXHIBIT "A"

June 18, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement: A County Road on the Section line between Sections 17 and 20, T. 4 N., R. 2 W., S. L. B. & M.

Beginning at a point on the West right-of-way line of a County Road, said point being 25.0 feet West and 20.0 feet South, more or less, from the Northwest corner of Section 20, T. 4 N., R. 2 W., S. L. B. & M., and running thence East parallel to and 20.0 feet South from the centerline of said County Road 3816.0 feet, more or less, the centerline of said County Road also being the North line of said Section 20; thence S. 70°-40'E 45.4 feet, more or less, to a point on the South right-of-way line of said County Road, said point being 33.0 feet South and 1470.2 feet, more or less, West from the Northeast corner of said Section 20.

EXHIBIT "B"

June 17, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement: Road Crossing at County Road which is on Section Line between Sections 20 and 21, T. 4 N., R. 2 W., S. L. B. & M.

Beginning at a point on the West right-of-way line of a County Road, said point being South 539.1 feet and West 33.0 feet, more or less, from the Northeast corner of Section 20, T. 4 N., R. 2 W., S. L. B. & M., and running thence South 70°-40'E 70.0 feet, more or less, to a point on the East right-of-way line of said County Road, said point being South 562.3 feet and East 33.0 feet, more or less, from said Northeast corner of Section 20.

EXHIBIT "C"

June 17, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement: Road Crossing at County Road which is on Section line between Sections 21 and 22, T. 4 N., R. 2 W., S. L. B. & M.

Beginning at a point on the West right-of-way line of a County Road, said point being West 33.0 feet and South 2389.9 feet, more or less, from the Northeast corner of Section 21, T. 4 N., R. 2 W., S. L. B. & M., and running thence South 70°-40'E 30.7 feet to the point of intersection with the existing North Davis Sanitary Sewer outfall line; thence East 37.0 feet, more or less, to a point on the East right-of-way line of said County Road, said point being South 2400.0 feet and East 33.0 feet, more or less, from said Northeast corner of Section 21.

June 18, 1955

NORTH DAVIS COUNTY SEWER DISTRICTSewer Easement: 1000 East Street, A County Road, from Gentile Street (Utah Highway No. 109) North to 1700 South Street (Utah Highway No. 108)

Beginning at a point 10.0 feet North and 10.0 feet East from the intersection of centerlines of 1000 East and Gentile Streets, said intersection being also the Southwest corner of Section 19, T. 4 N., R. 1 W., S. L. B. & M., and running thence North parallel to and 10.0 feet East from the centerline of said 1000 East Street 1612.6 feet; thence Northeasterly 440.0 feet to a point 15.0 feet East from said centerline; thence North parallel to and 15.0 feet East from said center line 3225.9 feet to a point which is 15.0 feet East and 13.0 feet North from the intersection of centerlines of 1000 East and 1000 North Streets, said intersection being also the Northwest corner of Section 19, T. 4 N., R. 1 W., S. L. B. & M.; continuing thence North parallel to and 15.0 feet East from the centerline of said 1000 East Street 404.1 feet; thence Northeasterly 400.0 feet to a point 23.0 feet East from said centerline; thence North parallel to and 23.0 feet East from said centerline 1500.0 feet; thence Northwesterly 390.0 feet to a point 13.0 feet East from said centerline; thence Northwesterly 224.0 feet to a point 29.0 feet West from said centerline; thence Northeasterly 37.0 feet to a point on said centerline, said point also being 2950.1 feet North from said intersection of 1000 East and 1000 North Streets; thence Northwesterly 417.0 feet to a point 3.0 feet West from said centerline; thence Northwesterly 540.0 feet to a point 5.0 feet West from said centerline; thence Northwesterly 57.8 feet to a point 28.0 feet West from said centerline; thence Northeasterly 50.8 feet to a point 15.0 feet East from said centerline; thence North parallel to and 15.0 feet East from said centerline 1280.0 feet to a point 15.0 feet East and 18.4 feet South from the intersection of centerlines of 1000 East and 1700 South Streets, said intersection being also the Northwest corner of Section 18, T. 4 N., R. 1 W., S. L. B. & M.

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EXHIBIT "E"

June 18, 1955

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NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement - 1000 North Street, a County Road, from 1000 East Street East to Hill Field Road (Utah Highway No. 232)

Beginning at a point 15.0 feet East and 13.0 feet North from the intersection of centerlines of 1000 North and 1000 East Streets, said intersection being also the Southwest corner of Section 18, T. 4 N., R. 1 W., S. 1 E. & M., and running thence East parallel to and 13.0 feet North from the centerline of said 1000 North Street 1485.0 feet; thence Southeasterly 473.0 feet to a point 10.0 feet North from said centerline; thence East parallel to and 10.0 feet North from said centerline 90.0 feet; thence Northeasterly 437.0 feet to a point 13.0 feet North from said centerline; thence East parallel to and 13.0 feet North from said centerline 1453.0 feet; thence Northeasterly 61.6 feet to a point 58.0 feet North from said centerline; thence Southeasterly 48.1 feet to a point 25.0 feet North from said centerline; thence Southeasterly 420.0 feet to a point 10.0 feet North from said centerline; thence East parallel to and 10.0 feet North from said centerline 820.0 feet to a point 10.0 feet North and 13.0 feet West from the intersection of centerlines of 1000 North Street and Sugar Factory Road, a County Road, said intersection being also the Southeast corner of Section 18, T. 4 N., R. 1 W., S. 1 E. & M.; continuing thence East parallel to and 10.0 feet North from the centerline of said 1000 North Street 1980.0 feet; thence Southeasterly 300.0 feet to a point 12.0 feet South from said centerline; thence East parallel to and 12.0 feet South from said centerline 1650.0 feet to a point 12.0 feet South and 34.5 feet West from the intersection of centerlines of 1000 North Street and Hill Field Road, U. S. Highway No. 120, said point being the intersection with the existing North Davis Sanitary Sewer outfall line.

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 SW 17 }
 N 20 }