

WHEN RECORDED RETURN TO:  
MR. WILLIAM KENWORTHY, JR  
SALT LAKE COUNTY SEWERAGE  
IMPROVEMENT DISTRICT NO. 1  
P.O. BOX 908  
DRAPER, UTAH 84020

**AGREEMENT**

**THIS AGREEMENT**, made and entered into this 20 day of January, 2000, by and between the **TOWN OF HERRIMAN**, a municipal corporation, hereinafter called the "**Town**," and **SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1**, a governmental entity, hereinafter called the "**District**."

**WITNESSETH:**

**WHEREAS**, the District desires to obtain from the Town, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipelines, valves, manholes, and other sewage transmission and distribution structures and facilities, hereinafter called "**Facilities**," within all of the highways, streets, roads, alleys, and rights-of-way which are within the jurisdiction and responsibility of the Town, together with the right of ingress and egress in the District, its officers, employees, agents, contractors and assigns to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

**WHEREAS**, the Town is willing to grant said easements and rights-of-way under the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement**. The Town hereby grants, conveys, sells and sets over unto the District, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, manholes, and other sewer transmission and distribution structures and facilities (the Facilities) over and through all of the highways, streets, roads, alleys, and public rights-of-way (hereinafter collectively called "streets") which are in the jurisdiction and responsibility of the Town, together with the right of ingress and egress in the District, its officers, employees, agents, contractors and assigns to enter upon said streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

2. **Construction and Location**. The Facilities shall be installed at those locations within the streets as shall be determined in accordance with plans, specifications and maps prepared by the District's engineer. A print of the drawings showing the proposed location of the Facilities shall be submitted to the Town Engineer who shall review the same prior to commencement of the work. The Town Engineer shall thereafter give approval to the District as expeditiously as possible. Upon approval by the Town Engineer, a permit shall issue from the Town to the District's contractor, allowing said contractor to proceed with the work in accordance with the terms hereof. All construction shall be carried forward to completion in accordance with the District's plans and specifications previously approved by the Town Engineer. Following completion of construction,

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numbered detail sheets will be furnished to the Town showing the distance from the right-of-way line to the pipeline center line in all streets where said Facilities are installed. All applicable ordinances and regulations of the Town pertaining to excavation of the trench shall be fully complied with by the contractor and the District.

3. **Protection of Traffic During Construction.** The District's contractor shall so conduct its construction operation that there shall be a minimum of interference or interruption of said Town with respect to the handling of traffic, and shall at all times maintain such watchmen, barricades, lights or other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction of the Facilities and shall hold the Town harmless from any and all liabilities arising from said construction commenced under the terms of this easement.

4. **Compaction of Backfill.** The backfilling of any trench within the paved portion of the street, the shoulders thereof, or the portion under or intersecting the street, shall be thoroughly compacted. The method of compaction and actual compaction shall be subject to review and inspection by the Town's representatives. The District's contractor shall be responsible to comply with and obtain standard excavation permits.

5. **Restoration of Existing Pavement.** The District shall replace, at its expense, any hard surface removed or damaged to as good a condition as existed prior to such removal or damage which includes but is not limited to replacement with the same type and depth of hard surface as that which is adjoining, including the gravel base material. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. No cleated or metal crawler-type equipment shall be permitted to operate on any Town hard surface street. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing the sewer. In all cases the District hereby agrees to cause its contractor to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

6. **Disposal of Surface Material in Cleaning Up Street.** Upon completion of the work, all surplus materials shall be removed from within the limits of the street. The disturbed surface shall be carefully graded to the lines and grades established. Any highway facility such as signs and culverts which are disturbed or damaged during the process of the work shall be promptly restored and/or replaced to as good a condition as existed prior to commencement of such work.

7. **Maintenance of Facilities by the District.** The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of the District.

8. **Reconstruction of Street.** In the event that any street, or portion thereof is so reconstructed at any future date as to location, grade, or width, so as to require the adjustment of manholes, the District shall assume and pay all costs incident to the adjustment of manholes or other facilities thereof.

9. **Crossing of Facilities and Expansion of Street System.** It is expressly understood and agreed by the parties hereto that, as part of the consideration for this Agreement, the Town shall have the right to cross said Facilities at any point deemed necessary in the future construction and expansion of the Town street system, provided that the Town shall use due care and diligence in the protection of the Facilities in making such crossings.

10. **Indemnification.** The District shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all claims, actions, demands, judgments, costs, expenses, including reasonable attorney's fees and costs of expert witnesses and suit, and damage of every kind and nature suffered or incurred by or on behalf of any person or entity arising out of or relating to the negligence of the District in providing services to the public with respect to the District's Facilities. The Town shall indemnify and hold harmless the District, its officers, employees and agents from and against any and all claims, actions, demands, judgments, costs, expenses, including reasonable attorney's fees and costs of expert witnesses and suit, and damage of every kind and nature suffered or incurred by or on behalf of any person or entity arising out of injury to or death of any person or damage to the property of any person resulting from the negligence of the Town in the construction, maintenance, operation, repair and use of the Town's streets and related facilities. This Agreement shall in no manner constitute an admission of any liability as to any third party or give any third party any greater or further right or cause of action. It is hereby expressly understood and agreed that neither the Town nor the District is hereby acknowledging any liability for any act of negligence, whether of omission or commission, of their respective agents, servants, contractors or employees.

11. **Agreement Not to be Assigned.** Neither party shall assign this Agreement or any interest hereunder without the prior written consent of the other party first obtained.

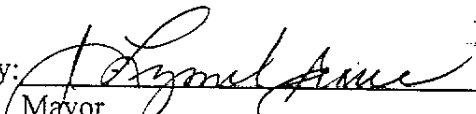
12. **Successors and Assigns.** All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective, duly-authorized representatives as of the day and year first hereinabove written.

ATTEST:

  
Town Recorder

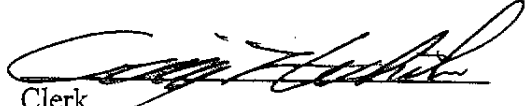
TOWN OF HERRIMAN

By:   
Mayor

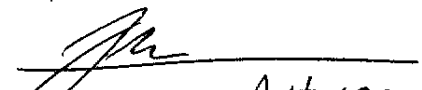
SALT LAKE COUNTY SEWERAGE

IMPROVEMENT DISTRICT NO. 1

ATTEST:

  
Clerk

By:   
Chairman, Board of Trustees

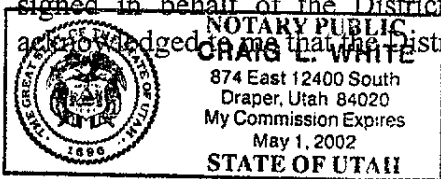
Approved as to Form  
  
Tom, Attorney

ACKNOWLEDGMENTS

DISTRICT

STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

On the 23 day of January, 2000, personally appeared before me Wayne Ballard, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of The Salt Lake County Sewerage Improvement District No. 1, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and said Chairman acknowledged to me that the District executed the same.



Wayne Ballard  
Notary Public  
Residing at:

My Commission Expires:

May 1, 2002

Draper UT

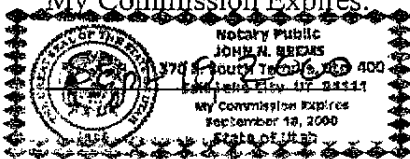
TOWN

STATE OF UTAH )  
:SS.  
COUNTY OF SALT LAKE )

On the 20 day of January, 2000, personally appeared before me J. Lynn Crane, who being duly sworn, did say that he is the Mayor of the Town of Herriman, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the Town by authority of its governing body and said Mayor acknowledged to me that the Town executed the same.

J. Lynn Crane  
Notary Public  
Residing at:

My Commission Expires:



SLC UT

**HERRIMAN, UTAH**  
**RESOLUTION NO. 00-03**

**RESOLUTION APPROVING AND ADOPTING  
AN INTERLOCAL AGREEMENT BETWEEN THE  
TOWN OF HERRIMAN AND THE SALT LAKE COUNTY  
SPECIAL IMPROVEMENT DISTRICT NO. 1**

**WHEREAS**, the Legislature of the state of Utah has provided in UTAH CODE ANN. § 11-13-1, *et seq.*, that any two or more public agencies may enter into an agreement with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency prior to such agreement entered into and force; and

**WHEREAS**, the Herriman Town Council ("*Council*") met in regular session on January 20, 2000 to consider, among other things, approving and adopting an interlocal agreement with Salt Lake County Special Improvement District No. 1; and

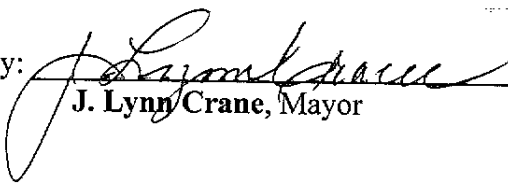
**WHEREAS**, the Herriman Town Council has determined that it would be in the best interests of the health, safety and welfare of the inhabitants of Herriman to enter into an interlocal agreement with Salt Lake County Special Improvement District No. 1; and

**WHEREAS**, an interlocal agreement with Salt Lake county Special Improvement District No. 1 has been presented to the Council and is agreeable to the Council.

**NOW, THEREFORE, BE IT RESOLVED** that the Herriman Town Council hereby approves the interlocal agreement presented to the Council, with amendments, and authorizes and directs the Mayor to execute and deliver the same.

**PASSED AND APPROVED** this 20 day of January, 2000.

**HERRIMAN TOWN COUNCIL**

By:   
J. Lynn Crane, Mayor

ATTEST:

  
Paulette Logan, Town Clerk

**VOTING:**

J. Lynn Crane	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Jerry Walker	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Raquel DeLuca	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Marion Millett	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Brett Wood	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

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02/25/2000 10:54 AM NO FEE  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO SEWERAGE IMP. DIST. #1  
PO BOX 908  
DRAPER UT 84020  
BY: RDJ; DEPUTY - WI 6 P.

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