

INTERLOCAL AGREEMENT

08-323-0139
08-057-0040, 0054, 0060
08-417-0130
08-353-0137
08-400-0243
08-473-0003
08-324-0138
08-680-0128, 0129

BETWEEN

WEBER BASIN WATER CONSERVANCY DISTRICT

AND

FARMINGTON CITY

FOR

WASATCH FRONT REGIONAL PIPELINE 950 N CORRIDOR PRESERVATION

AND EASEMENT

Street

This Agreement ("Agreement") is made and entered into as of the 23 day of January, 2020, by and among Farmington City Corporation (the "City"), a corporation organized under the laws of the state of Utah, and Weber Basin Water Conservancy District (the "District"), a water conservancy district organized under the laws of the State of Utah. The District and City are sometimes referred to herein as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Weber Basin Water Conservancy District (hereinafter referred to as "the District") operates as a regional water supplier within the Ogden and Weber River drainages, and consequently is continually working towards the conservation of existing water supplies in addition to the development of new sources in order to ensure adequate water supply for both the immediate future and long term needs; and

WHEREAS, the District, in coordination with other agencies, has identified the need for a regional pipeline (hereinafter referred to as "the Wasatch Front Regional Pipeline" or "WFRP") extending from West Haven to the Salt Lake City area; and

WHEREAS, a majority of the required right-of-way for the WFRP has been secured between West Haven and Kaysville; and

WHEREAS, the District has a need to secure a corridor for the construction of the proposed WFRP through Farmington City; and

WHEREAS, the City and the District (hereinafter referred to as "the Parties") have discussed various alignment alternatives intended to provide for the necessary WFRP corridor without the significant impact on existing properties while limiting the impacts to the City's planned future development; and

WHEREAS, the District has recently purchased a piece of real property located just south of Shepard Lane and adjacent to 350 E, and extending to approximately 950 N (adjacent to and parallel to the D&RG Rail Trail) in the City (identified herein as the "District Property"); and

WHEREAS, both the District and the City deem it to be in the best interest of these entities, and the citizens served by the entities, to enter into this Agreement for the preservation of a corridor along a mutually advantageous route for the WFRP aqueduct, and the granting of an easement for the installation of the WFRP, while limiting of impacts to future development within the City and preserving a more advantageous corridor for the District.

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

1. Incorporation of Recitals. The Recitals are hereby incorporated into this Agreement.
2. Agreement for Easement. The City agrees to grant the District a 66-foot wide subsurface easement (the "Easement"), extending from the District Property (as defined above) over, under and across the City property as shown on Exhibit A, attached hereto and incorporated herein by reference, to the future UDOT West Davis Corridor (the "Subject Property"). The form of the Easement shall be substantially as set forth in Exhibit B, attached hereto and incorporated herein by reference and shall generally support the construction, operation and maintenance of a water conveyance pipeline, approximately ten (10) feet in diameter, with appropriate surface appurtenances (manholes, air vents, etc.). The City further agrees, based on all the terms of this Agreement and the accompanying Easement to be granted, to convey the easement without additional monetary consideration.
3. Exclusive Easement – Exception for Existing Utilities. Except City culinary water, City storm drainage and Central Davis Sewer all to be installed at a later date, the Easement will be an exclusive easement, for the benefit of the District, for the use of the subsurface of the Subject Property, and no other easements shall be granted, and no other utilities shall be installed, within or relating to the subsurface of the Subject Property. A description of all Existing Utilities within the Subject Area, together with an accurate description of the location of all such Existing Utilities, is outlined in Exhibit C, attached hereto and incorporated herein by reference. The Parties agree that, where possible and practical, they will work together in good faith to ensure that, if the Existing Utilities are ever replaced, repaired, or upgraded, those Existing Utilities will (again, if possible and practical) be replaced in a location that will minimize potential interference with the Easement granted hereunder.
4. Corridor Preservation. After conveyance of the Easement, the parties agree to jointly and cooperatively regulate the construction on, and installation of utilities within, the Subject Property in order to preserve the Easement and to allow for the eventual installation by the District of the WFRP. The Parties agree that the City is entitled to construct and maintain a road (including curb and gutter and other storm drainage facilities) (the "Road") on the surface and within the subsurface of the Subject Property.
5. Access to Easement Area. The District shall have the right to reasonable access, including ingress and egress, to the Subject Property, across the City's property for future construction and maintenance of any WFRP infrastructure that may be constructed within the

Subject Property, at locations mutually and reasonably agreed upon by the City and the District. The City also agrees where necessary, to provide temporary construction easements to the District across City property at locations approved by the City, in its discretion, for the installation of any improvements to the WFRP system to facilitate operations of the WFRP facilities.

6. Maintenance and Repair. The City shall be solely responsible for the cost of the installation and maintenance of the Road and related City improvements on the Subject Property. The District shall be solely responsible for the costs of any and all improvements to and maintenance of the WFRP, to be installed in the subsurface of the Subject Property, including the installation and maintenance of the WFRP within the subsurface of the Subject Property. Additionally, upon installation and/or repair of the WFRP, the District shall be responsible to return the surface of the Subject Property, including the Road, to the condition that it was in prior to the installation and/or repair of the WFRP, and specifically agrees to provide at construction, or upon reconstruction, a 2 inch mill and overlay for the entire disturbed length of 950 North Street. Notwithstanding the foregoing, if any damage to the Easement Area, which requires maintenance or repair, is caused by the negligence or intentional act of a specific Party, its agents or employees, then that Party shall bear responsibility for all costs and expenses relating to the maintenance or repair of such damage.

7. Future Relocation. The parties agree that prior to construction of the WFRP, and upon construction of the City Street and as development occurs, a more beneficial and effective location for the WFRP, still within the 950 North general right of way, may be identified. If such a corridor is identified by the City, and agreed upon by Weber Basin, such agreement not to be unreasonably withheld, the City may relocate the easement to the identified corridor by a written amendment to this Agreement.

8. Agency Limitation. The employees of each Party providing services pursuant to or in accordance with the terms of this Agreement are solely the officers, agents or employees of such Party. Each Party shall assume any and all liability for the payment of salaries, wages or other compensation due or claimed to be due its employees, including worker's compensation claims, and each Party shall hold the other harmless therefrom. No Party shall be liable for compensation or indemnity to the employee of any other Party for any injury or sickness arising out of his or her employment, and each Party hereby agrees to hold the other Parties harmless against any such claim.

9. Indemnification. Each Party agrees to indemnify, protect, and save and hold the other Parties and their respective officers, trustees, agents, employees and permitted assigns harmless against and in respect of any and all claims, losses, liabilities, damages, costs, deficiencies or expenses (including attorney's fees) affecting any persons or property as a result of the indemnifying Party's actions or from any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement on the part of the indemnifying Party under or relating to this Agreement, and any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees and other expenses incident to any of the foregoing.

10. No Joint Venture. This Agreement shall not constitute a joint venture of the Parties. No Party is nor shall be the legal representative or agent of any other Party for any purpose and a Party shall have no power to assume or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of any other Party, and no Party shall have any obligation with respect to any other Party's debts or other liabilities.

11. Joint Resolution. This Agreement shall become effective upon (a) its approval by a resolution of the governing body of each Party, (b) its execution by each Party, and (c) the filing of an executed copy of this Agreement with the keeper of records of each of the Parties.

12. No Assignment. No Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Parties to this Agreement. However, nothing herein shall be construed to prevent a jurisdictional transfer of the right of way to the Utah Department of Transportation.

13. Joint Administrators. Pursuant to Section 11-13-207 of the Cooperation Act, the District appoints Tage I. Flint, its General Manager, as its administrator for all matters relating to the District's participation in this Agreement. The City appoints Shane Pace, its City Manager, as its administrator for all matters relating to the City's participation in this Agreement. Should any of the administrators named above cease to be employed by the represented Party, unless the said Party otherwise notifies the other Parties in writing, the person who replaces the prior administrator (e.g., the District's new General Manager) shall become the new administrator of that Party for purposes of this Agreement. Any Party may, at any time, change the designation of its administrator by providing written notice to the other Parties. To the extent that any administration of this Agreement becomes necessary, then the Parties' administrators named above, or their designees or successors, shall constitute a joint board for such purpose, and each Party shall have an equal vote in any decision that needs to be made.

14. No Separate Entity. No separate legal entity is created by this Agreement and there shall be no joint acquisition or ownership of property and it will not be necessary to dispose of property on the termination of this Agreement. Each Party, to the extent needed, shall supply at its own cost all personnel, equipment, supplies and materials necessary to perform its obligations and intended actions as set forth in this Agreement. Each Party will be responsible for maintaining its own financial budget for both income and expenditures arising under this Agreement.

15. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Rules of Construction. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The paragraph headings contained herein are for purposes of reference only and shall not limit, expand, or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall

include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, limited liability company, trust, association, or other entity or association or any combination thereof. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.

17. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and all prior negotiations, understandings, representations, inducements and agreements, whether oral or written and whether made by a party hereto or by any one acting on behalf of a Party, shall be deemed to be merged in this Agreement and shall be of no further force or effect. No amendment, modification, or change in this Agreement shall be valid or binding unless reduced to writing and signed by all of the Parties hereto.

18. Counterparts. This Agreement may be executed in any number of counterparts and by each of the Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Any signature page of this Agreement may be detached from any counterpart and reattached to any other counterpart hereof.

19. Facsimile. The transmission of a signed original of this Agreement or any counterpart hereof by facsimile or by other electronic means, and the retransmission of any signed transmission hereof, shall be the same as delivery of an original.

20. Authorized Signatures. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that a signed copy of this Agreement will be filed with the keeper of public records of such Party of each Party pursuant to Section 11-13-209 of the Cooperation Act.

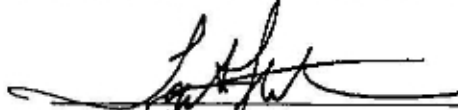
21. Counsel Approval. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;

22. Conditions Precedent. This Agreement will not take legal effect until this Agreement (a) has been approved by each Party as required by Utah Code Section 11-13-202(2), (b) has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with law as required by Utah Code Section 11-13-203, and (c) has been filed with the keeper of records of each Party, as required by Utah Code Section 11-13-209.

[[Signatures on Following Page]]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

**DISTRICT:
WEBER BASIN WATER CONSERVANCY DISTRICT**

By:  DATED: 1/27/20
Tage I. Flint
General Manager/CEO

Approved: 
District Attorney

**CITY:
FARMINGTON CITY CORPORATION**

By:  DATED: 03/03/20

Attest:  DATED: 03/03/20



STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

On this 27th day of January, 2020, personally appeared before me Tadge I. Flint, who duly acknowledged to me that he is the General Manager/CEO of **Weber Basin Water conservancy District**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

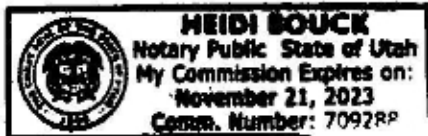


[Signature]
Notary Public
Residing at: Davis County

My Commission Expires:
Nov. 21, 2023

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

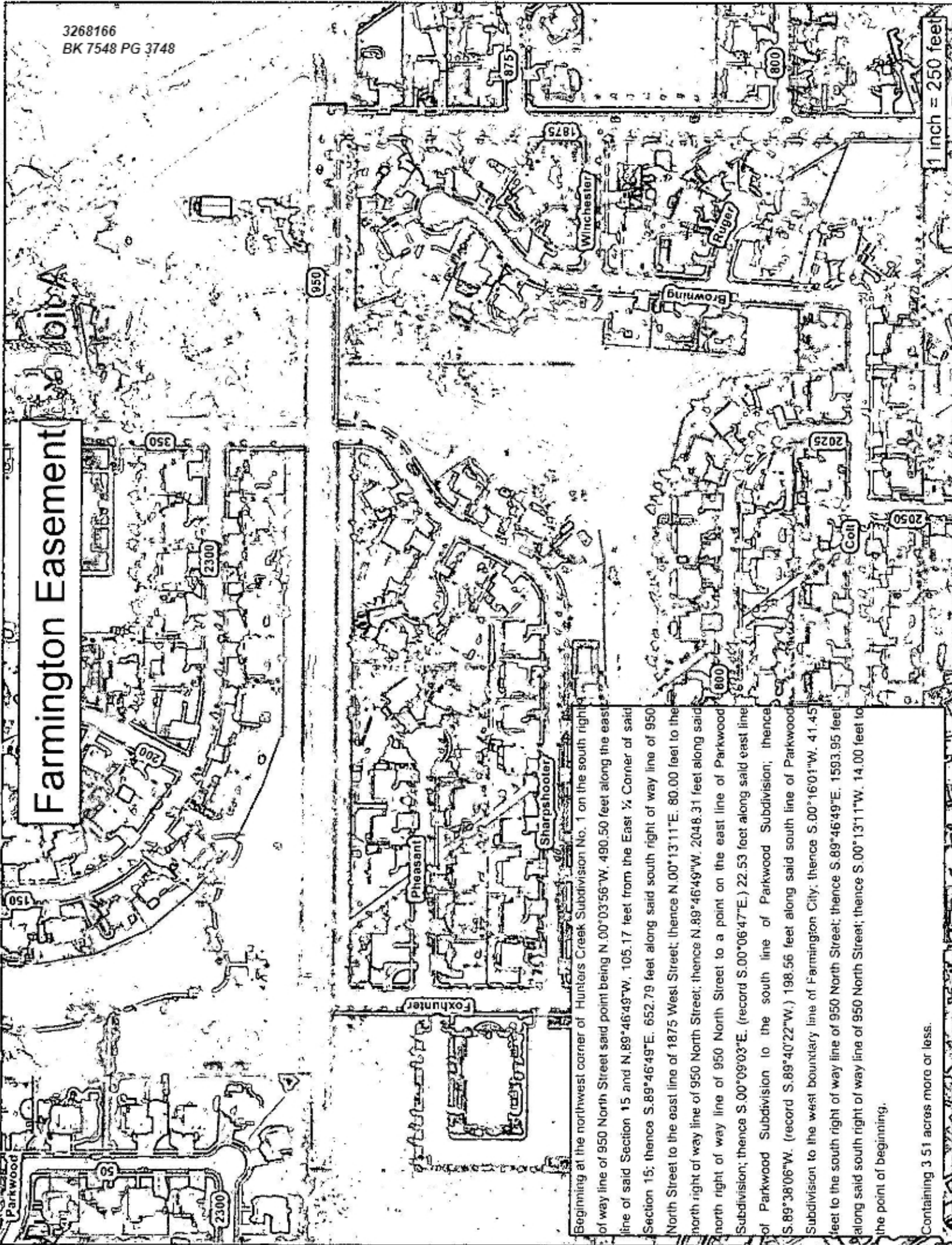
On this 3rd day of March, 2020, personally appeared before me H. James Talbot, who duly acknowledged to me that he is the Mayor of **FARMINGTON CITY**, a Municipal Corporation of the State of Utah, and that the document was signed by him in behalf of said corporation, and H. James Talbot acknowledged to me that said corporation executed the same.



[Signature]
Notary Public
Residing at: Davis County

My Commission Expires:
Nov. 21, 2023

Farmington Easement



1 inch = 250 feet

Beginning at the northwest corner of Hunters Creek Subdivision No. 1 on the south right of way line of 950 North Street said point being N.00°03'56"W. 490.50 feet along the east line of said Section 15 and N.89°46'49"W. 105.17 feet from the East 1/4 Corner of said Section 15; thence S.89°46'49"E. 652.79 feet along said south right of way line of 950 North Street to the east line of 1875 West Street; thence N.00°13'11"E. 80.00 feet to the north right of way line of 950 North Street; thence N.89°46'49"W. 2048.31 feet along said north right of way line of 950 North Street to a point on the east line of Parkwood Subdivision; thence S.00°09'03"E. (record S.00°06'47"E.) 22.53 feet along said east line of Parkwood Subdivision to the south line of Parkwood Subdivision; thence S.89°38'06"W. (record S.89°40'22"W.) 198.56 feet along said south line of Parkwood Subdivision to the west boundary line of Farmington City; thence S.00°16'01"W. 41.45 feet to the south right of way line of 950 North Street; thence S.89°46'49"E. 1593.95 feet along said south right of way line of 950 North Street; thence S.00°13'11"W. 14.00 feet to the point of beginning.

Containing 3.51 acres more or less.

Exhibit "B" Easement Agreement and Description

WHEN RECORDED MAIL TO:
Weber Basin Water District
2837 E Highway 193
Layton, UT 84040

PARCEL ID # _____
POMA # _____

EXCLUSIVE PIPELINE RIGHT-OF-WAY AND EASEMENT AGREEMENT

Farmington City, a municipal corporation of the State of Utah, Grantor[s], hereby grant[s] and convey[s], to the WEBER BASIN WATER DISTRICT, a special district organized under the laws of the State of Utah, Grantee, for the sum of ten dollars and other valuable consideration, a perpetual exclusive right-of-way and easement to locate, survey a route, conduct environmental and cultural surveys, construct, entrench, maintain, protect, inspect, operate, maintain, repair, replace and enlarge a water pipeline and associated communication lines and water system facilities and equipment (collectively referred to as the "Pipeline") over, under and through land situated in Davis County, State of Utah, more particularly described as follows:

See Exhibit "1"

hereinafter the "Easement Property." This right-of-way and easement shall carry with it the right of vehicular and pedestrian ingress and egress to and from, and access on and along the Easement Property, with the right to use existing and future roads and trails, for the purposes of constructing, inspecting, repairing, protecting and maintaining the Pipeline and the removal or replacement of same at will, either in whole or in part, and the replacement of the Pipeline with either like or different sized facilities.

This Agreement and the easement and right-of-way granted hereby are subject to the following terms and conditions:

1. Grantee may place in the Easement Property such air vents and valves, water vents, blow-offs, other valves, cathodic protection facilities and other structures it deems necessary for the normal operation and maintenance of the Pipeline.

2. Following the completion of any construction, repair or replacement of the Pipeline, Grantor's land shall be returned to a reasonable condition taking into account the nature of Grantee's use of the Easement Property and the restrictions and limitations placed on Grantor's use of the Easement Property by this Agreement. Should construction of the Pipeline precede Grantor's construction of the planned public street, or any of the side treatments of the street, Grantee agrees to cooperate in the restoration of the property to facilitate future construction of such improvements.

3. Grantor hereby reserves its own and other uses of the Easement Property, provided that such uses shall not interfere with the Pipeline or the other purposes for which this easement and right-of-way are granted. In allowing other uses of the Easement Property, Grantor shall comply with such safety and encroachment specifications as are standard practice for large culinary water pipelines, or as may be required by applicable laws and regulations. In addition, Grantor agrees:

a. crossing utilities shall maintain a vertical offset of not less than an 18 inches from the outside wall of the Pipeline, with the exception of those specific utilities listed in Exhibit 2 to this Easement which is attached hereto and incorporated herein by reference. The Parties expressly acknowledge their understanding that the surface of the easement area will support a public street and related facilities and improvements.

b. angles of crossing utilities shall be 90 degrees in relation to the Pipeline whenever practicable, and not less than 60 degrees, unless otherwise approved in writing by Grantee;

c. except as to Grantor's new storm drain, existing utilities, and those specific utilities listed in Exhibit 2 to this Easement, parallel utilities shall maintain a horizontal offset of not less than 20 feet from the centerline of the Pipeline; and

d. Grantor shall notify Grantee of the grant of easements, licenses or rights-of-way within the Easement Property as specifically allowed by Agreement of the Grantor and Grantee and shall require the holders of such easements, licenses or rights-of-way to consult and cooperate with Grantee in the location, maintenance and operation of their facilities.

4. Grantor further agrees that:

a. Grantor shall not build, install, allow or otherwise place upon the Easement Property within forty five feet of the centerline of the Pipeline (i) any permanent structure, including but not limited to buildings or masonry fences, or (ii) any structure which interferes with, or renders more difficult or expensive Grantee's use of the easement and right-of-way granted under this Agreement. Upon demand of Grantee, Grantor shall remove any prohibited structure immediately from the Easement Property.

b. Grantor shall not plant trees within the Easement Property within twenty five feet of the centerline of the Pipeline, and shall not plant shrubs with root zones that would contact or interfere with the Pipeline;

c. Grantor may cross or cover the Easement Property with sidewalks, curbs and gutters, asphalt roadways, driveways, fencing of a type approved by Grantee, or other similar non-permanent improvements, but only upon the prior written consent of Grantee, which consent may not be unreasonably withheld, and upon such terms as Grantee may reasonably require.

5. Grantor warrants there are no unrecorded liens, encumbrances, contracts or leases which burden, claim an interest in, are secured by, or otherwise affect the interests and/or rights granted by this Agreement to Grantee in the Easement Property.

6. This Agreement anticipates use of the Easement Property by Grantee for the Pipeline and for services it deems appropriate for the installation and operation of the Pipeline. In addition, Grantee is hereby given the right to use the Easement Property for additional water pipelines, utility lines, communications lines, and similar uses that do not materially increase the burden on Grantor's remaining property.

7. Grantee may at any time permanently abandon this easement and right-of-way and at its discretion may remove or abandon in place improvements constructed thereon. Upon such abandonment action, Grantee may at its discretion execute and record a reconveyance and release hereof, whereupon this easement and right-of-way and all rights and privileges herein mutually granted shall be fully cancelled and terminated.

8. This Agreement may be amended only by written instrument executed by all parties.

9. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

10. This Agreement, including any exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

11. By accepting and recording this Agreement, Grantee agrees to be bound by its terms.

Executed this 14 day of April, 2020.

GRANTOR:

FARMINGTON CITY

By [Signature]
Its Mayor

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the date first above written personally appeared before me H. James Talbot who, being by me duly sworn, did acknowledge that he is the Mayor of Farmington City, a municipal corporation of the State of Utah, that the within and foregoing instrument was signed in behalf of Farmington City by authority of a resolution adopted at a regular meeting of the Farmington City Council held on the 14 of April 2020, and that Farmington City, a municipal corporation, executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature: Holly Gadd]
Notary Public



Exhibit "1"

A part of the Northeast Quarter of Section 15 and Northwest Quarter of Section 14 of T.3N., R.1W. SLB&M, Farmington City, Utah. Being more particularly described as follows:

Beginning at the northwest corner of Hunters Creek Subdivision No. 1 on the south right of way line of 950 North Street said point being N.00°03'56"W. 490.50 feet along the east line of said Section 15 and N.89°46'49"W. 105.17 feet from the East ¼ Corner of said Section 15; thence S.89°46'49"E. 652.79 feet along said south right of way line of 950 North Street to the east line of 1875 West Street; thence N.00°13'11"E. 80.00 feet to the north right of way line of 950 North Street; thence N.89°46'49"W. 2048.31 feet along said north right of way line of 950 North Street to a point on the east line of Parkwood Subdivision; thence S.00°09'03"E. (record S.00°06'47"E.) 22.53 feet along said east line of Parkwood Subdivision to the south line of Parkwood Subdivision; thence S.89°38'06"W. (record S.89°40'22"W.) 198.56 feet along said south line of Parkwood Subdivision to the west boundary line of Farmington City; thence S.00°16'01"W. 41.45 feet to the south right of way line of 950 North Street; thence S.89°46'49"E. 1593.95 feet along said south right of way line of 950 North Street; thence S.00°13'11"W. 14.00 feet to the point of beginning.

Containing 3.51 acres more or less.

Exhibit "2"

1. City culinary water
2. City storm drainage
3. Central Davis sewer

Exhibit C

1. City culinary water
2. City storm drainage
3. Central Davis sewer
4. Other public utilities