

EASEMENT FOR PIPELINE

THIS AGREEMENT, made and entered into this 1st day of November, 1955, by and between Weber 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 Weber 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 Weber County are particularly described and set forth in Exhibits "A", "B", "C" and "D" 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 construction said pipeline.

4. 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.

5. 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.

6. 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 suitable 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.

7. 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.

8. 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 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.

9. AGREEMENT NOT TO BE ASSIGNED.

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

10. SUCCESSORS AND ASSIGNS.

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

IN WITNESS WHEREOF, Weber 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:

Fred W. Malan
County Surveyor

WEBER COUNTY, A Body Politic

By Elmer Carver
Chairman-Board of County Commissioners



Fred W. Malan
Clerk

NORTH DAVIS COUNTY SEWER DISTRICT
Grantee

By Ray J. Dawson
Chairman-Board of Trustees



William H. G. Jones
Clerk

APPROVED:

Dempleta Link
District Engineer by W.D.A.

State of Utah) ss
County of Weber)

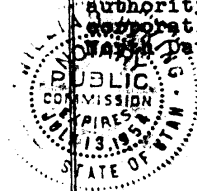
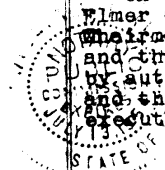
On the 1st day of November, 1955, personally appeared before me Elmer Carver, who being by me duly sworn, did say that he is the Chairman of the Board of County Commissioners of Weber County, Utah, and that said instrument was signed in behalf of said Weber County, by authority of a resolution of said Board of County Commissioners, and the said Elmer Carver acknowledged to me that said Weber County executed the same.

William H. G. Jones
Notary Public.

State of Utah) ss
County of Davis)

On the 1st day of November, 1955, personally appeared before me Ray J. Dawson, who being by me duly sworn, did say that he is the Chairman of the Board of Trustees of the North Davis County Sewer District, a body corporate and politic of the State of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Trustees of said public corporation, and the said Ray J. Dawson acknowledged to me that said North Davis County Sewer District executed the same.

William H. G. Jones
Notary Public.



BOOK 581 PAGE 476
SERIES "A"

NORTH DAVIS COUNTY SEWER DISTRICT

SEWER EASEMENT: Varney Road, a County Road running East and West through the center of Section 21, T. 5 N., R. 2 W., S L B & M.

Beginning at a point on the South right-of-way line of said County Road, said point being North 2616.0 feet and East 1319.0 feet, more or less, from the Southwest Corner of Section 21, T. 5 N., R. 2 W., S L B & M, and running thence N.46°-19'E. 78.0 feet, more or less, to the North right-of-way line of said County Road, said point being North 2669.9 feet and East 1375.4 feet, more or less, from said Southwest Corner of Section 21.

BOOK 501 PAGE 477
EXHIBIT "F"

NORTH DAVIS COUNTY SEWER DISTRICT

SEWER EASEMENT: Hooper Road, a County Road running East and West through the South one-half of Section 16, T. 5 N., R. 2 W., S L B & M.

Beginning at a point on the South right-of-way line of said County Road, said point being North 729.8 feet and East 424.1 feet, more or less, from the South Quarter Corner of Section 16, T. 5 N., R. 2 W., S L B & M, and running thence N.20°-18'E. 68.1 feet, more or less, to a point on the North right-of-way line of said County Road, said point being North 793.7 feet and East 447.7 feet, more or less, from said South Quarter Corner of Section 16.

August 9, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement: A County Road along the North line of Section 15, T. 5 N.,
R. 2 W., S L B & M.

Beginning at a point on the East right-of-way line of Utah Highway 100, said point being South 12.0 feet and East 28.0 feet, more or less, from the Northwest corner of said Section 15, and running thence East, parallel to and South 12.0 feet from the centerline of said County Road, said centerline also being the North line of said Section 15, a distance of 1434.0 feet, more or less; thence Southeasterly 400.0 feet, more or less, to a point South 17.0 feet from said centerline; thence East, parallel to and South 17.0 feet from said centerline, a distance of 790.0 feet to a point South 17.0 feet and East 2652.0 feet, more or less, from said Northwest corner.

August 22, 1955

NORTH DAVIS COUNTY SEWER DISTRICT

Sewer Easement: A county road running through the center of the Southwest Quarter of Section 2, T. 5 N., R. 2 W., S. L. B. & M.

Beginning at a point on the southeasterly right-of-way line of Hooper Road (Utah Highway 37), said point being West 2465.5 feet and North 1278.0 feet, more or less, from the South Quarter Corner of said Section 2 and running thence N. 89°-27'-30"E. 1981.8 feet, thence N. 87°-00'E. 350.3 feet, thence N. 87°-10'E. 125.1 feet, thence N. 89°-27'-30"E. 13.4 feet, more or less, to a point on the east line of said Southwest Quarter, said point being North 1321.3 feet and East 4.3 feet, more or less, from said South Quarter Corner.

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STATE OF UTAH }
COUNTY OF WEBER } SS
FILED & RECORDED FOR
North Davis Sewer District
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INDEXED IN RECORDS
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DOROTHY B CAMPBELL
COUNTY RECORDER
Dorothy B Campbell