

AK SE
Job 100-57

EASEMENT FOR PIPELINE

(Counties, Municipal Corporations, and Statutory Special Districts)

THIS AGREEMENT, made and entered into this 21st day of July,
19 58, by and between the STATE ROAD COMMISSION OF UTAH, hereinafter called
the "Road Commission", First Party, and Weber Basin Water Conservancy
District hereinafter called "Grantee", Second Party,

WITNESSETH:

WHEREAS, the Grantee is desirous of obtaining from the Road Commission an
easement to construct, and thereafter maintain and operate a pipeline within the
right-of-way limits of State Highway No. 38-65-84-104 in Weber
County, Utah for the purpose of conveying Culinary Water
in the location hereinafter described, and

WHEREAS, the Road Commission is willing to grant said easement 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
sixteen (16) inches, shall consist of _____ pipe,
satisfactory to the Road Commission in all respects,

Its location within the highway right-of-way is described as follows:

As shown on pages 1a, 1b, and 1c attached hereto

The foregoing description of pipeline location is subject to such change
or variations therefrom as may be required or approved by the Road Commission
District Engineer at Ogden, Utah, at the time of construction.

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May 14, 1958
File: 5-C-2a8

WEBER BASIN WATER CONSERVANCY DISTRICT

BONA VISTA EXTENSION

Centerline description of a water line to be laid in Weber County in Utah State Highways 38, 65, 84 and 104 through Sections 1, 2, 11, and 12, T.5 N., R.2 W., S.L.B. & M. and through Sections 24, 25 and 36, T.6 N., R.2 W., and Section 30, T.6 N., R.1 W., S.L.B. & M., more particularly described as follows:

Beginning at a point which lies North 30.0 feet and East 50.0 feet from the Southwest Corner of said Section 12, said point being in the east right-of-way line of Utah State Highway 38; thence West 90.0 feet to a point which lies North 30.0 feet and West 40.0 feet from said Southwest Corner of Section 12, said point also being West 26.5 feet from the west edge of oil; thence North 7141.8 feet on a line parallel to and West 40.0 feet from said Highway centerline to a point which lies West 26.0 feet from the west edge of oil; thence N. 4°-28' W. 261.47 feet to a point which lies West 60.0 feet from State Highway Engineer's Stationing 0+00 on said Highway 84; thence N. 1°-53' W. 800.49 feet to a point which lies West 88.0 feet from said Highway 84 centerline; thence North 420.00 feet on a line parallel to and West 88.0 feet from the centerline of said Highway 84; thence N. 29°-53' W. 24 feet, more or less, to the west right-of-way line of said Highway 84.

Also, beginning at a point which lies South 1671.9 feet and West 102.6 feet, more or less, from the Northeast Corner of said Section 2, said point being in the west right-of-way line of Utah Highway 84; thence N. 30°-07' E. 32.0 feet to a point which lies West 84.0 feet from the centerline of said Highway; thence N. 2°-10' E. 1100.88 feet to a point which lies West 40.0 feet from the centerline of said Highway 84, said point also being West 28.0 feet from the west edge of oil; thence N. 42°-44' E. 135.88 feet to a point which lies East 52.0 feet from the centerline of said Highway, said point also being East 31.0 feet from the east edge of oil; thence North 496.0 feet on a line parallel to and East 52.0 feet from said Highway centerline thence N. 19°-01' E. 46.49 feet; thence N. 25°-52' W. 89.00 feet; thence N. 19°-01' E. 74.00 feet; thence North 610.0 feet on

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Beginning at a point which lies North 30.0 feet and East 50.0 feet from the Southwest Corner of said Section 12, said point being in the east right-of-way line of Utah State Highway 38; thence West 90.0 feet to a point which lies North 30.0 feet and West 40.0 feet from said Southwest Corner of Section 12, said point also being West 26.5 feet from the west edge of oil; thence North 7141.8 feet on a line parallel to and West 40.0 feet from said Highway centerline to a point which lies West 26.0 feet from the west edge of oil; thence N. 4°-28' W. 261.47 feet to a point which lies West 60.0 feet from State Highway Engineer's Stationing 0+00 on said Highway 84; thence N. 1°-53' W. 800.49 feet to a point which lies West 88.0 feet from said Highway 84 centerline; thence North 420.00 feet on a line parallel to and West 88.0 feet from the centerline of said Highway 84; thence N. 29°-53' W. 24 feet, more or less, to the west right-of-way line of said Highway 84.

Also, beginning at a point which lies South 1671.9 feet and West 102.6 feet, more or less, from the Northeast Corner of said Section 2, said point being in the west right-of-way line of Utah Highway 84; thence N. 30°-07' E. 32.0 feet to a point which lies West 84.0 feet from the centerline of said Highway; thence N. 2°-10' E. 1100.88 feet to a point which lies West 40.0 feet from the centerline of said Highway 84, said point also being West 28.0 feet from the west edge of oil; thence N. 42°-44' E. 135.88 feet to a point which lies East 52.0 feet from the centerline of said Highway, said point also being East 31.0 feet from the east edge of oil; thence North 496.0 feet on a line parallel to and East 52.0 feet from said Highway centerline thence N. 19°-01' E. 46.49 feet; thence N. 25°-52' W. 89.00 feet; thence N. 19°-01' E. 74.00 feet; thence North 610.0 feet on

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a line parallel to and East 52.0 feet from Utah Highway 84 centerline to a point which lies East 37.0 feet from the east edge of oil; thence N. $1^{\circ}-36'$ W. 400.18 feet to a point which lies East 26.0 feet from the east edge of oil; thence North 3900.0 feet on a line parallel to and East 40 feet from the centerline of said Highway 84 to a point which lies East 23.0 feet from the east edge of oil; thence N. $7^{\circ}-27'$ W. 100.98 feet; thence North 400.0 feet on a line parallel to and East 26 feet from said Highway centerline to a point which lies East 8.0 feet from the east edge of oil; thence N. $5^{\circ}-06'$ E. 100.3 feet; thence North 1200.0 feet on a line parallel to and East 34 feet, more or less, from the centerline of said Highway 84; thence N. $0^{\circ}-17'$ W. 393.3 feet to a point which lies East 19.0 feet from the east edge of oil; thence North 1040.0 feet on a line parallel to and East 32.0 feet from the centerline of said Highway 84 to a point which lies East 10.0 feet from the east edge of oil; thence N. $3^{\circ}-26'$ W. 68.12 feet; thence N. $16^{\circ}-07'$ E. 64.56 feet; thence N. $4^{\circ}-38'$ W. 100.67 feet to a point which lies East 38.0 feet from said Highway 84 centerline and South 16.0 feet from Utah Highway 104 projected centerline; thence East 12.0 feet, more or less, to a point in the east right-of-way line of said Highway 84; thence S. $89^{\circ}-19'-37''$ E. 1929.78 feet to a point which lies South 19.0 feet from said Highway 104 right-of-way centerline and North 2.0 feet from the south edge of oil; thence S. $84^{\circ}-08'-40''$ E. 232.39 feet; thence S. $86^{\circ}-47'-40''$ E. 1209.13 Feet to a point which lies South 16.0 feet from said Highway centerline and South 9.0 feet from the south edge of oil; thence S. $87^{\circ}-21'-30''$ E. 581.04 feet on a line parallel to and South 16.0 feet from said Highway Centerline; thence S. $85^{\circ}-39'-30''$ E. 1297.94 feet to a point South 16.0 feet and East 12.0 feet from the intersection of the centerline of said Highway 104 and a Weber County Road; (1100 West Street); thence N. $0^{\circ}-19'-45''$ W. 49.0 feet, more or less, to the north right-of-way line of said Highway 104.

Also, beginning at a point which lies North 41.8 feet and West 40.0 feet, more or less, from the Southeast Corner of Section 2, T.5 N., R.2 W., S.L.B.& M.; thence East 90.0 feet to the east right-of-way line of said Highway 38.

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a line parallel to and East 52.0 feet from Utah Highway 84 centerline to a point which lies East 37.0 feet from the east edge of oil; thence N. $1^{\circ}-36'$ W. 400.18 feet to a point which lies East 26.0 feet from the east edge of oil; thence North 3900.0 feet on a line parallel to and East 40 feet from the centerline of said Highway 84 to a point which lies East 23.0 feet from the east edge of oil; thence N. $7^{\circ}-27'$ W. 100.98 feet; thence North 400.0 feet on a line parallel to and East 26 feet from said Highway centerline to a point which lies East 8.0 feet from the east edge of oil; thence N. $5^{\circ}-06'$ E. 100.3 feet; thence North 1200.0 feet on a line parallel to and East 34 feet, more or less, from the centerline of said Highway 84; thence N. $0^{\circ}-17'$ W. 393.3 feet to a point which lies East 19.0 feet from the east edge of oil; thence North 1040.0 feet on a line parallel to and East 32.0 feet from the centerline of said Highway 84 to a point which lies East 10.0 feet from the east edge of oil; thence N. $3^{\circ}-26'$ W. 68.12 feet; thence N. $16^{\circ}-07'$ E. 64.56 feet; thence N. $4^{\circ}-38'$ W. 100.67 feet to a point which lies East 38.0 feet from said Highway 84 centerline and South 16.0 feet from Utah Highway 104 projected centerline; thence East 12.0 feet, more or less, to a point in the east right-of-way line of said Highway 84; thence S. $89^{\circ}-19'-37''$ E. 1929.78 feet to a point which lies South 19.0 feet from said Highway 104 right-of-way centerline and North 2.0 feet from the south edge of oil; thence S. $84^{\circ}-08'-40''$ E. 232.39 feet; thence S. $86^{\circ}-47'-40''$ E. 1209.13 Feet to a point which lies South 16.0 feet from said Highway centerline and South 9.0 feet from the south edge of oil; thence S. $87^{\circ}-21'-30''$ E. 581.04 feet on a line parallel to and South 16.0 feet from said Highway Centerline; thence S. $85^{\circ}-39'-30''$ E. 1297.94 feet to a point South 16.0 feet and East 12.0 feet from the intersection of the centerline of said Highway 104 and a Weber County Road; (1100 West Street); thence N. $0^{\circ}-19'-45''$ W. 49.0 feet, more or less, to the north right-of-way line of said Highway 104.

Also, beginning at a point which lies North 41.8 feet and West 40.0 feet, more or less, from the Southeast Corner of Section 2, T.5 N., R.2 W., S.L.B.& M.; thence East 90.0 feet to the east right-of-way line of said Highway 38.

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Also, beginning at a point which lies East 14.0 feet from the west right-of-way fence of 1200 West Street in the south right-of-way line of Utah Highway 65 (12th Street); thence N. 0°-30' W. 80 feet, more or less, to the north right-of-way line of said Highway 65.

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Also, beginning at a point which lies East 14.0 feet from the west right-of-way fence of 1200 West Street in the south right-of-way line of Utah Highway 65 (12th Street); thence N. 0° -30' W. 80 feet, more or less, to the north right-of-way line of said Highway 65.

2. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipe line shall not be commenced by the Grantee until and after notice has been given by the Grantee, to said District Engineer of the Road Commission and a highway excavation permit obtained. Construction shall be carried forward to completion in the manner required by said District Engineer.

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 District Engineer 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.

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.

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 State Standard Specifications and shall be subject to the inspection and approval of the District Engineer of the Road Commission. 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 Road Commission 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.

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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 Road Commission. The Road Commission 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 Road Commission, and the Grantee hereby agrees to reimburse the Road Commission 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 Road Commission shall have the right to cross said pipeline at any point necessary in the future construction and expansion of the State Highway System, provided that the Road Commission 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 Road Commission, 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 Road Commission 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 Road Commission 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 Road Commission.

11. SUCCESSORS AND ASSIGNS.

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

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IN WITNESS WHEREOF, the Road Commission 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:

R.W. Luffin
Chief Engineer

APPROVED:

Blaine J. Kay
District Engineer



Edmund J. Alford
Executive Secretary

STATE ROAD COMMISSION OF UTAH
By *Don A. Crutcher*
Director of Highways

JUL 21 1958

WEBER BASIN WATER CONSERVANCY DISTRICT

Grantee

ATTEST *J. J. [Signature]*
Secretary

By *Harold E. Gillies*
President



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STATE OF UTAH
COUNTY OF KANE
FILED
Weber Basin Water Conserv. Dist.
FEB 20 11 18 AM '58

IN BOOK 604 OF RECORDS
PAGE 583- 589
RUTH EAMES OLSEN
COUNTY RECORDER

Edith J. Wheeler

*Weber Basin Water Conserv. Dist.
B. E. D. 2
Box 223, Layton*

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Chief Engineer

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Blaine J. Kay
District Engineer



Edmund J. Alford
Executive Secretary

STATE ROAD COMMISSION OF UTAH
By *Don A. Crutcher*
Director of Highway Construction

JUL 21 1958

WEBER BASIN WATER CONSERVANCY DISTRICT
Grantee

ATTEST *J. J. [Signature]*
Secretary

By *Harold E. Gillies*
President



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STATE OF UTAH
COUNTY OF KANE
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PAGE 583- 589
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COUNTY RECORDER

Edith W. [Signature]

*Weber Basin Water Conserv. Dist.
B. E. D. 2
Box 223, Layton*