

Record 233

160684 EASEMENT FOR PIPELINE

THIS AGREEMENT, made and entered into this 27th day of June, 1955, by and between Davis County, a body polotic, hereinafter called the "County", First Party, and North Davis County Sewer District hereinafter called "Grantee" Seco Party,

ALL 6-17-44-2W
5 1/2-20-54-2W
ALL 29-54-2W
5 1/2-30-54-2W
ALL 31-54-2W

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. RESTORATION OF EXISTING PAVEMENT.

Recorded at record of 27th June 1955
1956
EMILY T. ELDRIDGE
Recorder Davis County
Page 233

attracted
County Surveyor

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 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.

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 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.

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 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. Trappett
County Surveyor



ATTEST:

Bob Herring
Clerk
Davis County

DAVIS COUNTY, A Body Politic

By *Eugene Tolman*
Chairman-Board of County Commission

NORTH DAVIS COUNTY SEWER DISTRICT
Grantee



ATTEST:

Ed Cook
Clerk
North Davis County Sewer Dist.

By *Ray J. Dawson*
Chairman-Board of Trustees

APPROVED:

Templeton + Linker
District Engineer

State of Utah)
County of Davis) ss.

On the 7th day of November 1955, personally appeared before me Eugene Tolman, who being by me duly sworn, did say that he is the chairman of the Board of County Commissioners of Davis County, Utah, and that said instrument was signed in behalf of said County by authority of a resolution of said Board of Commissioners and that said Eugene Tolman acknowledged to me that said County Executed the same.



Eugene Tolman
Notary Public

State of Utah)
County of Davis) ss.

On the 7th 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, and that said instrument was signed in behalf of said District by authority of a resolution of Said Board of Trustees and the said Ray J. Dawson acknowledged to me that said North Davis County Sewer District executed the same.



Ray J. Dawson
Notary Public

SEWER EASEMENT: A County Road running North and South through the center of Sections 6 and 7, T. 4 N., R. 2 W., S. 1 B & M and through the center of Section 31, T. 5 N., R. 2 W., S. 1 B & M.

Beginning at a point on the South right-of-way line of Syracuse Road, said point being South 33.3 feet and West 12.0 feet, more or less, from the South Quarter Corner of Section 7, T. 4 N., R. 2 W., S. 1 B & M, and running thence N.0°-07'-30"E, parallel to and West 12.0 feet from the center line of said County Road, said center line also being the West line of the East one-half of said Section 7, a distance of 1035.5 feet; thence N.0°-47'-30"W, 500.0 feet, more or less; thence N.0°-35'E, 500.0 feet, more or less; thence N.0°-01'-30"E, 500.0 feet; thence N.0°-21'-30"E, 500.0 feet; thence N.0°-11'-30"E, 500.0 feet; thence N.0°-35'E, 500.0 feet, more or less; thence N.0°-40'-30"W, 500.0 feet, more or less; thence N.0°-07'-30"E, 900.0 feet; thence N.8°-18'E, 332.4 feet, more or less; thence N.0°-29'-30"W, 767.6 feet, more or less; thence N.0°-05'E, 500.0 feet, more or less; thence N.0°-11'-30"E, 500.0 feet, more or less; thence N.0°-29'-30"W, 500.0 feet; thence N.0°-50"W, 500.0 feet, more or less; thence N.0°-29'-30"W, 1000.0 feet; thence N.0°-54'-30"W, 500.0 feet, more or less; thence N.0°-01'-30"E, 500.0 feet; thence N.0°-34"W, 500.0 feet, more or less; thence N.0°-21'E, 500.0 feet, more or less; thence N.0°-14'-30"E, 500.0 feet; thence N.1°-26'W, 279.1 feet, more or less; thence N.43°-42'E, 55.9 feet, more or less, to a point on the East right-of-way line of said County Road, said point being North 162.7 feet and East 66.0 feet, more or less, from the Southwest Corner of the Northeast Quarter of Section 31, T. 5 N., R. 2 W., S. 1 B & M.

EXHIBIT "B"

NORTH DAVIS COUNTY SEWER DISTRICT

SEWER EASEMENT: A County Road on the section line between Sections 30 and 31, T. 5 N., R. 2 W., S. 1 B & M.

Beginning at a point on the South right-of-way line of said County Road, said point being South 31.4 feet and West 1132.4 feet, more or less, from the Northeast Corner of Section 31, T. 5 N., R. 2 W., S. 1 B & M, and running thence N. 2°-55'-30"E, 6.0 feet more or less; thence N. 24°-44'-30"E, 60.5 feet, more or less, to a point on the North right-of-way line of said County Road, said point being North 29.5 feet and West 1106.8 feet, more or less, from said Northeast Corner of Section 31.

EXHIBIT "C"

NORTH DAVIS COUNTY SEWER DISTRICT

SEWER EASEMENT: Sunset Road, a County Road on the Section line between Sections 20 and 29, T. 5 N., R. 2 W., S. 1 B & M.

Beginning at a point on the South right-of-way line of said County Road, said point being South 30.0 feet and West 1701.5 feet, more or less, from the Northeast Corner of Section 29, T. 5 N., R. 2 W., S. 1 B & M, and running thence N.60°-32'E, 118.0 feet, more or less, to a point on the North right-of-way line of said County Road, said point being North 28.0 feet and West 1598.8 feet, more or less, from said Northeast Corner of Section 29.

EXHIBIT "D"

NORTH DAVIS COUNTY SEWER DISTRICT

SEWER EASEMENT: Clinton Road (Utah Highway No. 37) running East and West through the center of Section 29, T. 5 N., R. 2 W., S. 1 B & M.

Beginning at point on the South right-of-way line of said State Highway No. 37, said point being South 49.0 feet and East 110.5 feet, more or less, from the West Quarter Corner of Section 29, T. 5 N., R. 2 W., S. 1 B & M, and running thence N.25°-57'E, 38.5 feet, more or less; thence N.43°-30'E, 87.2 feet, more or less, to a point on the North right-of-way line of said State Highway, said point being East 187.5 feet and North 48.9 feet, more or less, from said West Quarter Corner of Section 29.