

#4779

EASEMENT FOR PIPELINES  
6439j

THIS AGREEMENT, made and entered into this 4th day of April, 1988, by and between the COUNTY OF SALT LAKE, State of Utah, hereinafter called the County, First Party, and Hercules, Inc., hereinafter called Grantee, Second Party.

4606290

*note*

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05 APRIL 88 04:08 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
S L CTY BOARD OF COMMISSIONERS  
REC BY: JANET WONG, DEPUTY

W I T N E S S E T H:

WHEREAS, the Grantee is desirous of obtaining from the County, an easement to construct, and thereafter maintain and operate pipelines, telephone cables, and power lines within the right-of-way limits of County roads and highways within said District and immediately adjacent thereto for the purpose of supplying natural gas, telephone service, and power to a new building, and

WHEREAS, the County 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. LOCATION OF PIPELINES. (Address) 7810 West 4100 South

1.1 A 6 inch Gas line to run east from 8000 West to Hercules leased property along the north side of 4100 South at a distance of 29 ft. from the center of the paved surface. Length of cut approximately 1100 ft.

1.2 Telephone - Cables - to run east on the south side of 4100 south for a distance of 50 ft. from the east right-of-way line of SR-111 thence, north at right angles to the 4100 South road center line to a point 32 ft. from the center of the pavement and thence east along the north side of the road and parallel to it. The road crossings, 4100 South and 8000 West will be cut out and patched. Length of cut approximately 3520 ft.

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1.3 Power conduit. Hercules first choice is to take power from the Navy owned substation just south of the new building site. This involves a Navy easement, as well as a County easement. As of this date, Navy approval of Hercules easement application has not been received. When it is received, Hercules desires to place power and telephone conduits across 4100 South due north of the substation. The road will be cut at this point. Length of cut, 80 ft.

On a temporary basis, power will be purchased direct from Utah Power & Light. The existing power line on the south side of 4100 South will be under built to bring power from 7200 West to the building site and thence overhead across 4100 South to the property.

Contractors

Gas line - Mountain Fuel or subcontractor thereto. Telephone cables - AT&T, contact Gary M. Johnson, Phone: 237-1059.

Power - Contractor to be selected. Windward Electric from Ogden is the electrical sub to Big "D" on the building construction. A change order to Windward is an Hercules option.

Hercules will own and maintain the telephone, power utilities, and the gas line.

The pipelines to be installed, the diameter of which shall not exceed forty-two (42) inches, shall consist of one 6" gas line, 3 telephone cables and one 4" power conduit, satisfactory to the County in all respects.

The location of the pipelines within the roads and highways, on one or both sides shall be as near the right-of-way lines as practicable in accordance with the plans, specifications and maps prepared by Hercules Engineers and on file in the offices of the parties hereto.

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The foregoing description of pipeline location is subject to such changes or variations therefrom as may be required or approved by the County Public Works Department at the time of construction. Following completion of construction the foregoing numbered detail sheets will be furnished showing distance from right-of-way line to pipeline center lines on all roads and highways where said pipelines are installed.

2. APPROVAL OF CONSTRUCTION.

The excavation of trench for said pipelines shall not be commenced by the Grantee until and after notice has been given by the Grantee, to said County Public Works Department. Construction shall be carried forward to completion in the manner required by said Department.

3. PROTECTION OF TRAFFIC DURING CONSTRUCTION

The Grantee shall so conduct its construction operation that there shall be a minimum of interference with or interruption of highway traffic. The Grantee shall conform to such instruction of said Department as may be given with respect to handling of traffic, and shall at all times maintain such watchmen, barricades, lights, or 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 pipelines.

4. COMPACTION OF BACKFILL.

The backfilling of any trench within the paved portion of the highway, the shoulders thereof, or the portion under or intersecting street or highway shall be thoroughly compacted. Method of compaction shall be subject to review by the County. 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 standard specifications and shall be subject to the inspection and approval of the Public Works Department of the County. 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. No cleated or metal crawler type equipment shall be permitted to operate on any County hard surfaced street. The repairs to pavement or surface shall include pavements which have been damaged by Grantees construction equipment. (The County reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said pavements 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.)

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.

7. MAINTENANCE OF PIPELINES BY GRANTEE.

The said pipelines and the attached appurtenances shall at all times be maintained, repaired, reviewed, 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. It is further agreed and understood that Grantee shall at all times maintain, repair, and renew all fire hydrants installed as appurtenances to the pipelines contemplated by this agreement and shall do so in a reasonable workmanlike manner so as to most suitably provide fire protection. The County reserves the right, without relieving the Grantee of its obligation hereunder, to reconstruct or to make such repairs to said pipelines 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.

8. RECONSTRUCTION OF HIGHWAY

In the event that any of said highways or portion thereof is so reconstructed at any future date as to location, grade, or width so as to require the relocation of the pipeline or lines thereon, or adjustment of manholes or other facility thereof including service connections, the Grantee shall assume and pay all costs incident to relocation of the pipeline or adjustment of manholes or other facilities thereof including service connections.

9. 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 pipelines 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 pipelines in making such crossings.

10. 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 pipelines 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 pipelines 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 recognized any liability for any acts of negligence whether of omission or commission, of any of its agents, servants, or employees.

11. AGREEMENT NOT TO BE ASSIGNED

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

12. SUCCESSORS AND ASSIGNS

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

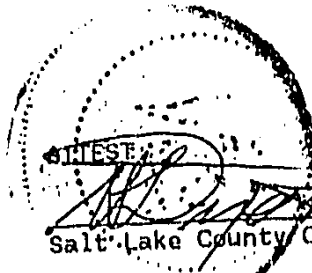
13. SUBJECT TO

This easement is subject to the right of the County at all times as the County deems necessary to construct roads, public buildings, sidewalks, parks, or to carry out any other County purpose over the area covered by this easement, and when the Grantee's lines, structures, and appurtenances or any of them interfere with any County purpose, the Grantee will remove such lines, structures, or appurtenances within a reasonable time after notice to do so by Grantor and at the expense of the Grantee.

IN WITNESS WHEREOF, the County 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.

SALT LAKE COUNTY

BY [Signature]  
Chairman  
Board of County Commissioners



[Signature]  
Salt Lake County Clerk

GRANTEE:

HERCULES INCORPORATED

BY [Signature]

NAME D. E. Thompson

TITLE Bacchus Works Manager

ATTEST:

[Signature]  
SECRETARY  
LEGAL COUNSEL  
BACCHUS WORKS

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