

LICENSE FOR PIPELINES

THIS AGREEMENT, made and entered into this ^{5th}~~4th~~ day of November, 19 94, by and between the COUNTY OF SALT LAKE, State of Utah, hereinafter called the County, First Party, and Holliday Water Company hereinafter called Grantee, Second Party.

W I T N E S S E T H:

WHEREAS, the Grantee is desirous of obtaining from the County an license to construct, and thereafter maintain and operate pipelines within the right-of-way limits of County roads and highways within said District and immediately adjacent thereto for the purpose of upgrading culinary water service to area currently serviced by a low pressure antiquated pipeline and

WHEREAS, the County is willing to grant said license 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) from 2767 E. Kentucky Ave. east to intersection at 2770 East, then north to Spring Creek Road, then west along south edge of Spring Creek Road to 2705 East
 Length of Cut (Feet) 1,400 feet (see attached map)
 Contractors, Owner, Corp., Co., etc. Address Holliday Water Co. 1887 E. 4500 So., SLC, UT 84117, Owner. Contractor: W W Steed Inc.

The pipelines to be installed, the diameter of which shall not exceed forty-two (42) inches shall consist of ductile iron pipe class 50 pipe, satisfactory to the County in all respects.

5981052

EX 7057 PG 1675

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 Holliday Water Company Engineers and on file in the offices of the parties hereto.

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 materials, such entire surfacing shall be removed and replaced with a 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 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.

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 their 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 extent 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 waterline 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 license 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 license, 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 the Grantor and at the expense of the Grantee.

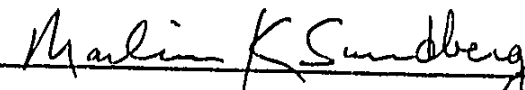
IN WITNESS WHEREOF, the County and the Grantee have caused these presents to be signed by their proper officials thereunto duly authorized as of the day and year first above written.

ATTEST: 
Salt Lake County Clerk

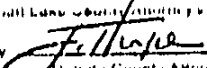
SALT LAKE COUNTY

By 
Commission Chairman
Board of County Commissioners

GRANTEE:
Holliday Water Company

By 
Name Marlin K. Sundberg
Title Manager

ATTEST:

Salt Lake County Auditor
By 
Date 11/8/74

BK 7067FG 1680

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

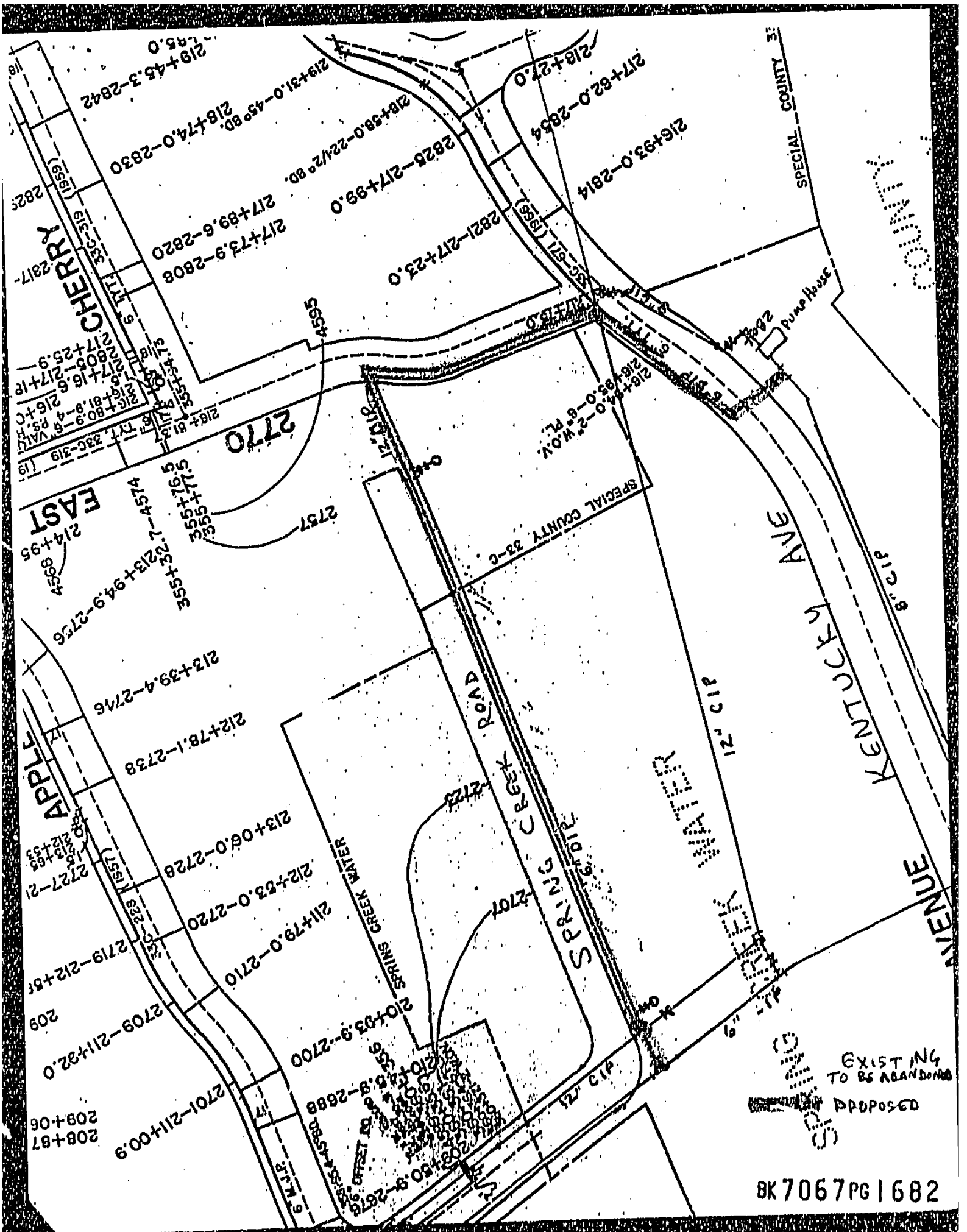
The foregoing instrument was acknowledged before me this
_____ day of _____, 19____,
by _____, who is
the _____ of _____

NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

(SEAL)

My Commission Expires:

BK 7067PC1681



AMMO

EXISTING
TO BE ABANDONED
PROPOSED

BK 7067 PG 1682

5981052
12/07/94 4:45 PM**NO FEE**
KATIE L. DIXON
RECORDER, BALT LAKE COUNTY, UTAH
BL CO COMMISSION CLERK
REC BY: D WEBB , DEPUTY - WI

BK 7067 PG 1683