

When Recorded Please return to:
Salt Lake County Public Works Engineering
Attn: Michelle McCabe
2001 S. State St., Ste. N3-120
Salt Lake City, UT 84190

Space above for County Records Use

LICENSE FOR PIPELINE

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by _____ and _____ between the _____ METRO TOWNSHIP, a municipal corporation of the State of Utah, hereinafter called the METRO, or GRANTOR, and _____, a _____ licensed to do business in Utah, hereinafter called GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is desirous of obtaining from the METRO a license to construct, and thereafter maintain and operate pipelines within the right-of-way limits of METRO roads and highways as described in Exhibit A, attached hereto and incorporated by reference, for the purpose of _____, and

WHEREAS, the METRO is willing to grant said license under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in exchange for valuable consideration, including the mutual covenants contained herein, it is agreed by and between the parties hereto as follows:

1. LOCATION OF PIPELINES

The METRO hereby grants a revocable license to GRANTEE to construct, maintain, and operate pipelines as provided by the terms of this Agreement. The pipelines shall be located at:

Project Street Address:

Length of Cut (Feet):

Address of Contractor, Owner, Corp., Co., etc.:

The pipelines to be installed, the diameter of which shall not exceed forty-two (42) inches shall consist of _____ pipe, satisfactory to the METRO or METRO’s agent in all respects. METRO’s agent is Salt Lake County Public Works Engineering, or any other authorized representative of the METRO.

The location of the pipeline within the roads and highways shall be as near the right-ofway lines as practicable in accordance with the plans, specifications and maps prepared by _____ (Exhibit A) and on file in the offices of the parties.

The foregoing description of pipeline location is subject to such changes or variations therefrom as may be required or approved by the METRO 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 the trench for said pipeline shall not be commenced by the GRANTEE until and after notice has been given by the GRANTEE to METRO. Construction shall be carried forward to completion in the manner required by METRO or METRO’s agent.

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 METRO or METRO's agent 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 pipeline.

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 METRO or METRO's agent. 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 METRO or METRO agent. 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 METRO hard surfaced street. The repairs to pavement or surface shall include pavements which have been damaged with construction equipment. The METRO or METRO agent 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 METRO or METRO agent.

8. RECONSTRUCTION OF HIGHWAY

In the event that any of said highways or portion thereof, including the parcel as described in Exhibit A, is reconstructed at any future date as to location, grade or width so as to require the relocation of said pipelines the GRANTEE shall assume and pay all costs incident to relocation of the pipeline.

9. MOVING OF PIPELINE IN CONSTRUCTION OR MAINTENANCE OF METRO INFRASTRUCTURE

It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the METRO or METRO agent shall have the right to require relocation of said pipeline at any time necessary in the future construction and maintenance of METRO infrastructure, including but not limited to highway expansion or reconstruction, storm drain installation or maintenance, and curb, gutter, and sidewalk installation or maintenance, provided that the METRO or METRO's agent gives thirty (30) days notice before construction is to commence. The GRANTEE shall assume and pay all costs incident to relocation of the pipeline.

10. PRESERVATION OF SURVEY MONUMENTATION

Pursuant to Utah State Code Section 17-23-14, and Chapter 14.17 of the Salt Lake County Ordinances, if the Grantee finds it necessary to disturb a survey monument for any reason, Grantee shall notify the Salt Lake County Surveyor and obtain a Monument Preservation Permit at least five business days prior to the disturbing, damaging, moving, removing, covering, resurfacing, roto-milling, or destroying of any existing public survey monument(s).

New survey monuments, or replacement survey monuments, shall be constructed in accordance with the Monument Preservation Permit issued by the Salt Lake County Surveyor's office. Non-compliance subject to penalties of Utah State Code 17-23-15 and 76-8-415.

Pipelines, manholes, and appurtenances shall be designed, located, or adjusted during construction to prevent interference or conflict with the permanent location of existing Survey Monuments.

11. LIABILITY

Any supervision or control exercised by the METRO, 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. The GRANTEE shall protect and indemnify and save harmless the METRO and METRO agent 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 METRO nor the GRANTEE recognized any liability for any acts of negligence whether of omission or commission of any of its agents, servants or employees.

12. AGREEMENT NOT TO BE ASSIGNED

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

13. SUCCESSORS AND ASSIGNS

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

14. SUBJECT TO

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

15. NOTICE

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing, and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States mail, postage pre-paid, and certified and addressed as follows:

If to METRO:

If to GRANTEE:

16. ENTIRE AGREEMENT

This written agreement constitutes the entire agreement between the parties and may be amended only by written agreement properly executed by the parties. No verbal instructions, understandings, etc., nor letters or documents signed by one of the parties shall be permitted to operate as an amendment to this agreement.

IN WITNESS WHEREOF, the METRO 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.

_____METRO TOWNSHIP

By:_____

METRO TOWNSHIP MAYOR

Print:_____

Date:_____

APPROVAL AS TO FORM:

By:_____

METRO TOWNSHIP ATTORNEY

Print:_____

Date:_____

GRANTEE:

By:_____

Name:_____

Title:_____

Date:_____

(Must be notarized, see attached)

STATE OF UTAH)
 : ss.
County of Salt Lake)

**COMPLETE IF PRINCIPAL IS AN:
INDIVIDUAL**

On this _____ day of _____, 20_____, personally appeared before me _____, the signer(s) of the foregoing instrument, who duly acknowledged to me that s/he (they) executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
 : ss.
County of Salt Lake)

**COMPLETE IF PRINCIPAL IS A:
CORPORATION**

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a _____ corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and s/he acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:

STATE OF UTAH)
 : ss.
County of Salt Lake)

**COMPLETE IF PRINCIPAL IS A:
PARTNERSHIP**

On this _____ day of _____, 20_____, personally appeared before me _____, who being by me duly sworn, did say that he is the _____ of _____, a partnership, and that the foregoing instrument was signed in behalf of said partnership and that said partnership executed the same.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:
