



LICENSE FOR PIPELINE

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 20_____, between MILLCREEK, a municipal corporation of the State of Utah, hereinafter called the CITY, and _____, a _____ licensed to do business in Utah, hereinafter called GRANTEE.

W I T N E S S E T H:

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

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

WHEREAS, the CITY is willing to grant a license to the Licensee, provided the terms of this Agreement are strictly adhered.

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 CITY hereby grants a nonexclusive 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 CITY in all respects.

The location of the pipeline shall be in accordance with the plans, specifications and maps prepared by _____ as described in Exhibit "A" attached hereto and by this reference incorporated herein.

The foregoing description of pipeline location is subject to such changes or variations therefrom which have been approved by the CITY at the time of construction. Following completion of construction GRANTEE shall provide CITY with "as built" in _____ format showing the location of the pipeline as 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 CITY. Construction shall be carried forward to completion in the manner required by CITY.

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 CITY 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 CITY or its 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 at a minimum 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 CITY ordinances and standards including but not limited to Millcreek Code of Ordinances § 14.16.120 subject to the inspection and approval of the CITY or CITY 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 CITY hard surfaced street. The repairs to pavement or surface shall include pavements which have been damaged with construction equipment. The CITY or CITY 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 CITY or CITY agent.

8. RECONSTRUCTION OF HIGHWAY

In the event that CITY requires 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 of 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 CITY INFRASTRUCTURE

It is expressly understood and agreed by the parties hereto and as part of the consideration for this agreement that the CITY or CITY agent shall have the right to require relocation of said pipeline at any time necessary in the future construction and maintenance of CITY 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 CITY or CITY'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. LIABILITY

Any supervision or control exercised by the CITY, 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. GRANTEE specifically and expressly agrees to defend, indemnify, and save and hold harmless the CITY (including, without limitation, its elected and appointed officers, employees, successors, agents ,and assigns) from and against any and all demands, liabilities, claims, damages, actions, and/or proceedings in law or equity (including reasonable attorneys' fees and costs of suit), arising out of any negligence, gross negligence, intentional misconduct, or under any other actionable fault of GRANTEE (including, without limitation, its employees, agents, subcontractors, or consultants) with respect to the pipeline installed pursuant to this license. In the event of a lawsuit brought against the CITY (including, without limitation, its elected and appointed officials, employees, agents, successors, and assigns) by a third-party as a result of any negligence, gross negligence, intentional misconduct, or under any other actionable fault of GRANTEE (including, without limitation, its employees, agents, subcontractors, or consultants) with respect to the pipeline installed pursuant to this license, GRANTEE shall provide, at its sole cost, qualified legal representation to the CITY (including, without limitation, its elected and appointed officers, employees, successors, agents, and assigns) in the defense of such lawsuit using attorneys chosen by GRANTEE and acceptable to CITY. If GRANTEE provides a defense to the CITY or agent, its elected and appointed officers, employees, successors, or assigns in a lawsuit described in the preceding sentence, then CITY agrees to reasonable consents to the concurrent legal representation by legal counsel chosen by GRANTEE and approved by CITY, of GRANTEE, and the CITY (including any elected or appointed officers or employees or agents of the CITY named as defendants in such lawsuit) with respect to such lawsuit and/or issues related to such lawsuit. Nothing herein shall, however, require GRANTEE to defend, indemnify, and/or save or hold harmless CITY or its elected or appointed officers, employees, successors, agents, or assigns with respect to (a) the negligence, intentional misconduct, or other actionable fault of CITY or its elected or appointed officers, employees, successors, agents, or assigns, other than

GRANTEE; or (b) any demand, liability, claim, damage, action, and/or proceeding not related to the pipeline.

11. AGREEMENT NOT TO BE ASSIGNED

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

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

14. 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 CITY: Millcreek City Mayor
3330 South 1300 East
Millcreek, Utah 84106

If to GRANTEE: _____

15. 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.

16. TERMINATION

Notwithstanding anything in this License to the contrary, either party may terminate this License at any time by giving thirty (30) days' prior written notice to the other party, provided, however, GRANTEE's obligations set forth in paragraphs 3 through 10 hereof survive such terminations.

IN WITNESS WHEREOF, the CITY 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.

MILLCREEK MAYOR

By: _____
Jeff Silvestrini

Print: _____

Date: _____

GRANTEE:

APPROVAL AS TO FORM:

By: _____
CITY ATTORNEY

Print: _____

Date: _____

By: _____
(Must be notarized, see attached)

Name: _____

Title: _____

Date: _____

STATE OF UTAH)
 : ss.
SALT LAKE COUNTY)

**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.
SALT LAKE COUNTY)

**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.
SALT LAKE COUNTY)

**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:
