

PAYSON CITY CORPORATION
439 W. UTAH AVE
PAYSON, UT 84651

21558

Federal ID No. 87-6000262

STATEWIDE UTILITY LICENSE AGREEMENT
NONINTERSTATE

THIS AGREEMENT made and entered into this 10 day of Sept, 2014, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and PAYSON CITY CORPORATION a Political Subdivision in the State of Utah hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by UDOT for locating, constructing and maintaining utility lines and related facilities ("facilities") within state highway rights of way; and excluding longitudinal installations within the interstate highway rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits issued to allow access onto state highway rights of way, hereafter approved in accordance with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on state highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT; and

WHEREAS, the parties desire that this agreement supersedes all previous Statewide Utility License Agreements executed between the two parties

NOW THEREFORE, In consideration of the promises and mutual covenants and agreements contained herein, said parties hereby covenant and agree as follows:

(1) **UDOT AGREEMENT TO REVIEW APPLICATIONS:** This agreement is not a permit or a guarantee of a permit. However, UDOT agrees to review any application for a permit that CITY files pursuant to the procedures established in this agreement promptly. CITY and UDOT agree to work together in good faith with the intent to reach a mutually beneficial decision on any permit application.

(2) **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all

location, construction and maintenance permits executed pursuant hereto will be deemed to be governed by the provisions of this agreement. Permit applications shall be presented to the appropriate **UDOT** Region/District Director or an authorized representative who shall have the authority to issue and approve the permit as expeditiously as possible. All permits that may be issued will be subject to the requirements of Utah Admin. Code R930-7, Utility Accommodation. **UDOT** may apply special limitations to the permitted work. The issuance and approval of a permit will enable the **CITY** to proceed with the work and use under the permit in accordance with the terms thereof.

(3) **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require an agreement or specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties, may be incorporated into any permit issued hereunder.

(4) **INSPECTION:** **UDOT** may perform routine inspection of utility construction work to monitor compliance with the license agreement, encroachment permit and with state and federal regulations. Costs associated with the inspection are the responsibility of the **CITY**.

(5) **COSTS:** The entire cost of installation of the facilities shall be paid for by the **CITY**.

(6) **BEGINNING CONSTRUCTION:** The **CITY** shall not begin any work on **UDOT** right of way until the permit is issued and notice to proceed is given to the **CITY** by **UDOT**. After notice to proceed is received, the **CITY** shall complete construction in accordance with **UDOT** requirements.

(7) **TRAFFIC CONTROL:** The **CITY** shall conduct their operation so that traffic control for utility construction and maintenance operations conforms to **UDOT's** current Utah MUTCD or **UDOT** Traffic Control Plans, whichever is more restrictive. All utility construction and maintenance operations shall be planned to keep interference with traffic to an absolute minimum. On heavily traveled highways, utility operations interfering with traffic shall not be conducted during periods of peak traffic flow. This work shall be planned so that closures of intersecting streets, road approaches, or other access points are held to a minimum. The **CITY** shall submit traffic control plans showing detours and signing operations in advance, allowing **UDOT** reasonable time for review. No full or partial lane closure shall be made without prior approval of **UDOT** Region/District Director or authorized representative. The **CITY** shall conform to **UDOT** approved traffic control plan and such instructions of **UDOT** Region/District Director or an authorized representative as may be given.

(8) **EXCAVATION, BACKFILL, COMPACTION, AND SITE RESTORATION:** The **CITY** shall perform all work on **UDOT** right-of-way in compliance with Utah Admin. Code R930-7, Utility Accommodation, current **UDOT** Standard Specifications for Highway and Bridge Construction, **UDOT** Permit Excavation Handbook, and all applicable state and federal environmental laws and regulations.

(9) EMERGENCY WORK: Emergency work may be done without prior permit if there is imminent danger of loss of life or significant damage to property. In all emergency work situations, the **CITY** or its representative shall contact **UDOT** immediately and on the first business day shall contact **UDOT** and complete a formal permit application. Failure to contact **UDOT** for an emergency work situation and obtain an encroachment permit within the stated time period is considered to be a violation of the terms and conditions of this agreement. At the discretion of the **CITY**, emergency work may be performed by a bonded contractor, public agency, or a utility company. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation. None of the provisions of this agreement are waived for emergency work except for the requirement of a prior permit.

(10) RESTORATION OF TRAFFIC SIGNAL EQUIPMENT: Any traffic signal equipment or facilities which are disturbed or relocated as a result of the **CITY's** work must be restored in accordance with plans approved by **UDOT**. Restoration of traffic signal equipment must be done at the **CITY's** expense by a qualified electrical contractor experienced in signal installation, retained by the **CITY** and approved in advance by **UDOT**. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(11) MAINTENANCE: The facilities shall at all times be maintained, repaired, renewed and operated by and at the expense of the **CITY**. The facilities will be serviced without access from any interstate highway or ramp. If the **CITY** fails to maintain the facilities, **UDOT** may notify the **CITY** of any maintenance needs. If the **CITY** fails to comply with **UDOT's** notification and complete the needed maintenance, then **UDOT** reserves the right, without relieving the **CITY** of their obligation hereunder, to reconstruct or make repairs to the facilities, as it may consider necessary, and the **CITY** shall reimburse **UDOT** its cost.

(12) LIABILITY: Pursuant to R930-7-6(2)(c), the **CITY** is not required to post a continuous bond. **CITY** shall maintain continuous commercial general liability (CGL) insurance with the Utah Department of Transportation as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate. The liability of the **CITY** shall not be limited to the amount of the insurance policy. The policy shall protect **CITY**, the Utah Department of Transportation, **CITY's** contractors and subcontractors from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the **CITY's** operations under this Permit, whether performed by themselves, a contractor, subcontractor, or anyone directly or indirectly employed by any of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations. This insurance coverage shall be maintained for a continuous period until the **CITY's** facilities are removed from **UDOT's** right of way. The **CITY** shall notify **UDOT** immediately in writing at the following address if this insurance is planned to be terminated or is terminated:

Statewide Utilities Engineer
Utah Department of Transportation
4501 South 2700 West
PO Box 148380
Salt Lake City, Utah 84114-8380

Failure to maintain the required insurance is cause for termination of this agreement and cancellation of any permits.

Pursuant to R930-7-6(6)(b) **UDOT** may require a bond from the **CITY** for permits issued under this agreement. The amount of the bond will be set according to the scope of work permitted but not less than \$10,000. If a bond is required, **UDOT** may proceed against the bond to recover all expenses incurred by **UDOT**, their employees or representatives to restore to **UDOT** standards the sections of roadway interfered with by the **CITY**. These expenses refer to all expenses incurred in the repairing of portions of the state highway rights of way determined by **UDOT** inspectors to be inadequately restored or maintained by the **CITY**. The liability of the **CITY** shall not be limited to the amount of the bond.

The **CITY** will indemnify and hold harmless **UDOT**, its employees, and the State of Utah from responsibility for any damage or liability arising from their construction, maintenance, repair, or any other related operation during the work or as a result of the work pursuant to permits issued under this agreement.

(13) FUTURE HIGHWAY CONSTRUCTION: It is understood and agreed to by the parties and as part of the consideration for this agreement that **UDOT** has the right to cross said facilities line at any point necessary in future construction, expansion or improvement of the State Highway System provided that **UDOT** uses due care in the protection of the facilities line in making the crossing.

(14) CANCELLATION OF PERMITS: Any failure on the part of **CITY** to comply with the terms and conditions set forth in the license agreement or the encroachment permit may result in cancellation of the permit. Failure to pay any sum of money for costs incurred by **UDOT** in association with installation or construction review, inspection, reconstruction, repair, or maintenance of the utility facilities may also result in cancellation of the permit. **UDOT** also may remove the facilities and restore the highway and right of way at the sole expense of the **CITY**. Prior to any cancellation, **UDOT** shall notify the **CITY** in writing, setting forth the violations, and will provide the utility company a reasonable time to correct the violations to the satisfaction of **UDOT**.

(15) ASSIGNMENT: Permits shall not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file a new permit application.

(16) SUCCESSORS AND ASSIGNS: All covenants and agreements herein contained shall be binding upon the parties, their successors and assigns.

(17) UDOT MAINTENANCE OPERATIONS: Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

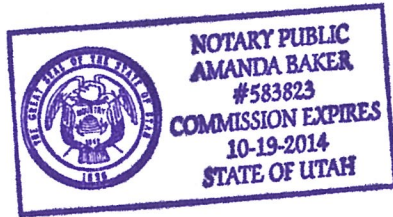
In all cases the **CITY** shall protect, indemnify and hold harmless **UDOT**, its employees, and the State of Utah for damages to lines within the horizontal or vertical clearances. Any

noncompliance to the above may result in cancellation of the **CITY's** permit. If the **CITY** is found to be in violation of its permit with respect to vertical or horizontal location, such violation may also result in cancellation of its permit.

(18) TERMINATION OF LICENSE AGREEMENT: This agreement may be terminated at any time by either party upon 30 days advance written notice to the other. Active permits previously issued and approved under a terminated agreement are not affected and remain in effect on the same terms and conditions set forth in the agreement and permits. The obligation to maintain the continuous commercial general liability (CGL) insurance as described in paragraph (12) above continues until **CITY's** facilities are removed from **UDOT's** right-of-way.

Approved by **PAYSON CITY CORPORATION** a POLITICAL SUBDIVISION in the State of Utah

Notary: SUBSCRIBED AND SWORN TO BEFORE ME THIS 3rd DAY OF September, 2014,



BY Richard Moore
(Amanda Baker)
NOTARY PUBLIC

By: [Signature]
Signature

9/13/14
Date

Richard D Moore
Name (printed)

Mayer
Title

FOR THE UTAH DEPARTMENT OF TRANSPORTATION

By: Richard Manser
Richard Manser, P.E.
UDOT Statewide Utilities Engineer

10 Sep 2014
Date

COMPTROLLER'S OFFICE

By: Cherise Young
Cherise Young
UDOT Contract Administrator

9-12-14
Date

APPROVED AS TO FORM: This Form Agreement has been previously approved as to form by the office of the Legal Counsel for the Utah Department of Transportation.

Statewide Utility License Agreement
UTAH DEPARTMENT OF TRANSPORTATION
and PAYSON CITY CORPORATION
Federal ID No. 87-6000262

S T A T E W I D E
U T I L I T Y L I N E A G R E E M E N T

THIS AGREEMENT, made and entered into this 28th day of March, 2002, by and between the UTAH DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "UDOT" and "PAYSON CITY CORPORATION" a Political Subdivision in the State of Utah, hereinafter referred to as the "CITY",

W I T N E S S E T H :

WHEREAS, UDOT desires to assist in expediting the approval of permits issued by the State for locating and constructing overhead and underground utility lines within the State of Utah rights of way; and

WHEREAS, it is the desire of the parties hereto that the terms of this agreement shall apply to all permits hereafter approved in accord with this agreement; and

WHEREAS, the parties desire that this agreement shall apply to approved location and construction permits on highway rights of way in the State of Utah which are within the responsibility and jurisdiction of UDOT.

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, and the faithful performance thereof, it is hereby agreed by the parties hereto:

(1). **UDOT GRANTS RIGHT:** UDOT hereby licenses the CITY to use highway rights of way, which are within the jurisdiction and responsibility of UDOT for such utility lines, as are located and described by mutually approved location and construction permits issued at any time hereafter in accord with this agreement.

(2). **APPROVAL:** Unless otherwise stated herein, or in any particular permit or agreement, all location and construction permits hereafter executed pursuant hereto will be deemed to be governed by the provisions of this agreement. The applications and permits will be accompanied by two sets of plans for the proposed

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alignment of the CITY's facilities. Such applications shall be presented to the appropriate UDOT Region/District Director or an authorized representative and said Region/District Director or representative shall have the authority hereunder to issue and approve the required permit as expeditiously as possible. The issuance and approval of said permit will enable the CITY to proceed with the work and use under the permit in accordance with the terms hereof.

(3). **RESERVATION AND SPECIAL PROVISIONS:** Each party hereto reserves the right to require the execution of a specific permit for any particular location and construction. Special provisions, as particular circumstances may dictate and as agreed upon by the parties may be incorporated into any permit issued hereunder.

(4). **INSPECTION:** UDOT will routinely inspect the work of the CITY or its contractor to assure compliance with this utility line agreement and to insure proper compliance with State and Federal Regulations. These inspections shall be made by UDOT Region/District Director or an authorized representative. All costs of inspection shall be paid by the CITY.

(5). **COSTS:** The entire costs of the utility line installation shall be paid for by the CITY.

(6). **BEGINNING CONSTRUCTION:** All excavations and/or other operations on UDOT property or right of way shall not be commenced by the CITY until and after notice has been given by the CITY to said UDOT Region/District Director or an authorized representative and requisite encroachment permit obtained. Construction shall be carried forward to completion in the manner required by said UDOT Region/District Director.

(7). **TRAFFIC CONTROL:** The CITY shall conduct their operation so there will be a minimum of interference without interruption of highway traffic. The CITY shall conform to such instructions of the UDOT Region/District Director or an authorized representative as may be given and UDOT approved traffic control plan and the application of traffic control devices shall conform to the standards set forth in the current FHWA "Manual on Uniform Traffic Control Devices" during all operations of the CITY, in constructing said line. No lane closure shall be made without prior approval of the UDOT Region/District Director or authorized representative. Traffic control plans showing detours and signing operations will be required in advance for review and approval for all lane closures. Peak hour lane closures may be prohibited.

(8). **EXCAVATION:** All excavation shall be made in compliance with the current Specifications for Excavation on State Highway Right of Way. No excavation will be made without first obtaining

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and posting the required permit. The **CITY** must also be cleared on a variety of environmental laws by **UDOT** Region/District Director or an authorized representative before the permit is issued.

Jacking or boring is preferred to open trench excavation, and will be required in all cases of utility lines crossing under and not parallel to paved surfaces, unless this is not feasible due to soil conditions, other utilities, substructures, or other conditions. Jetting by means of water or compressed air will not be permitted.

The pavement, sidewalk, curb and gutter, driveway, etc. shall be cut vertically along the lines forming the trench so that the adjoining pavement is not damaged. The portion to be removed shall be broken up in a manner that will not cause damage to the pavement outside the limits of the trench. Any pavement damaged by operations outside the limits of the trench shall be replaced. Large broken paving materials shall be removed immediately from the site of the work.

(9). **EMERGENCY EXCAVATION:** An emergency excavation may be made without prior permit if there is imminent danger or loss of life or severe damage to property. In such emergency situations, the excavating parties must contact **UDOT** not later than the end of the first working day following the excavation. None of the provisions of these Regulations are waived for emergency situations except for the prior-permit requirement. In all cases the **CITY** shall comply with the State Law requiring notification of all utility owners prior to excavation.

(10). **BACKFILL AND COMPACTION:** All backfill and compaction shall be done in compliance with the current specifications for Excavation on State Highway Right of Way. In all urban areas and on rural highway with high volume traffic as determined by **UDOT**, flowable fill shall be used for backfill under paved areas and shall be in conformance with the requirements of Section 605 for "Flowable Fill" of the State of Utah Current Edition of the "Standard Specifications of Road and Bridge Construction".

Where Flowable Fill is used for backfill, the excavated materials shall be disposed of by the **CITY** or it's contractor in an area outside of the highway right of way satisfactory to **UDOT's** Permits Officer. In rural areas or locations where its use would be impractical, Flowable Fill may not be required. In such cases, backfill shall be in conformance with the requirements of Section 02056, Borrow, Granular Borrow and Granular Backfill Borrow of the State of Utah Current Edition of the "Standard Specifications for Road and Bridge Construction".

Materials for backfill under paved or adjacent areas used by traffic shall be preferably sand. All backfill shall be placed in layers not over 150 mm (6-inch) loose measure in thickness.

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Compaction shall be obtained by mechanical rollers, tampers, or other approved means. Materials for backfilling shall be properly moistened or watered to the correct moisture content to ensure proper compaction. Jetting or internal vibrating methods of compacting sand fill or similar methods of compacting sand or similar granular, free draining materials will be permitted. No frozen materials shall be used for backfill under paved surfaces. UDOT Region/District Director or an authorized representative may require that the density (dry) of the backfill under pavements, sidewalks, curbs or other structures will be not less than 96 percent of the laboratory standard maximum soil density (dry) as determined by compaction tests made in conformity with AASHTO Designation T-99-93. UDOT Region/District Director or an authorized representative may require the density of the backfill on road shoulders to be not less than 90 percent by the same standards.

(11). **PROTECTION OF PAVED SURFACES:** The CITY shall use rubber cleats or paving pads when operating track equipment on or crossing paved surfaces.

(12). **RESTORATION OF EXISTING PAVEMENT:** The CITY shall at their own expense replace any pavement removed or damaged with pavement of a type and depth approved by UDOT Region/District Director or an authorized representative, including gravel base material. The restoration will be accomplished within 48 hours after completion of excavation and backfill, unless additional time is granted in writing by UDOT Region/District Director or an authorized representative.

New or replaced pavement shall be constructed in conformity with the "Specifications for Excavation on State Highway Right of Way" and shall be subject to the inspection and approval of the UDOT Region/District Director or an authorized representative. If weather conditions do not permit immediate placing of permanent pavement, a temporary pavement will be placed. As soon as weather will permit, the temporary pavement will be removed and replaced with a permanent pavement. If the gravel surface, gravel shoulders or gravel surfaced approach roads becomes contaminated and is not consistent with UDOT specifications, such surfacing material will be entirely removed and replaced with new gravel surfacing material. The repairs to pavement or surface will include pavements which have been damaged with construction equipment or construction operations. UDOT will notify the CITY of the need to repair the pavement. If the CITY fails to comply with UDOT's request, then UDOT will have the option of restoring said roadbed at the expense of the CITY.

(13). **RESTORATION OF TRAFFIC SIGNAL EQUIPMENT:** Any traffic signal equipment or facilities which are disturbed or relocated as a result of the CITY's work must be restored in accordance with plans approved by UDOT. Restoration of traffic signal equipment must be done at the CITY's expense by a qualified electrical

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contractor experienced in signal installation, retained by the CITY and approved in advance by UDOT. Work shall be scheduled to ensure that disruption of any traffic signal operation is kept to a minimum.

(14). **CLEANING-UP HIGHWAY RIGHT OF WAY:** Upon completion of the work, all excess material shall be removed from within the limits of the highway. The disturbed surface shall be carefully graded to the lines and grades established. Seeding may be required to restore vegetation damaged or destroyed.

Any highway features or facilities such as paint stripes, signs, culverts, etc., disturbed or damaged during the progress of the work shall be properly restored to satisfy current standards and regulations.

(15). **MAINTENANCE:** The utility shall at all times be maintained, repaired, renewed and operated by and at the expense of the CITY. The utility will be serviced without access from any interstate highway or ramp. UDOT will notify the CITY of any maintenance needs. If the CITY fails to comply with UDOT's request, then UDOT reserves the right, without relieving the CITY of its obligation hereunder, to reconstruct or make repairs to the utility as it may consider necessary, and the CITY shall reimburse UDOT its cost.

(16). **FUTURE HIGHWAY CONSTRUCTION:** It will be understood and agreed to by the parties thereto and as part of the consideration for the agreement that UDOT will have the right to cross said utility line at any point necessary in future construction, expansion or improvement of the State Highway System provided that UDOT uses due care in the protection of the utility line in making the crossing.

(17). **RELOCATION COSTS:** In the event any highway at any future date is so reconstructed, the costs of relocating your facilities will be determined in accordance with Utah Code 72-6-116. The CITY will meet with UDOT's contractor and will give him a schedule when your facilities will be relocated and will meet said schedule as not to delay the contractor.

(18). **LIABILITY:** The CITY may be required to post a continuous bond per R-930 manual for the Accommodation of Utilities and the Control and Protection of State Highway Rights of Way as stated in section V.C. 1 to guarantee satisfactory performance as provided in the agreement, license, or permit. UDOT may proceed against said bond to recover all expenses incurred by UDOT, their employees or representatives in the sections of roadway interfered with by the CITY to restore to UDOT standards. These expenses refer to all expenses incurred in the repairing of portions of the roadway determined by UDOT inspectors to be inadequately restored or maintained by the CITY. The liability of the CITY shall not be

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limited to the amount of the bond. The **CITY** will protect and indemnify and save harmless **UDOT** for any and all claims including claims from third parties for damage caused by construction or use of said utility line, and from all costs and expenses, including attorney's fees connected in any way with the matter and things contained therein.

(19). **CANCELLATION OF PERMIT:** If the **CITY** shall fail to construct, repair or remove said utility in accordance with the terms of this agreement to the entire satisfaction of **UDOT**, or shall fail to pay **UDOT** any sum of money for the inspection, reconstruction, repair or maintenance of said utility, **UDOT** retains the right to cancel the permit and remove said utility and restore the highway at the sole expense of the **CITY**. Before **UDOT** cancels the permit, it will notify the **CITY** in writing, setting forth violations and will give the **CITY** a reasonable time to fully correct the same.

(20). **ASSIGNMENT:** Any permit granted hereunder may not be assigned without the prior written consent of **UDOT**. All assignees shall be required to file with **UDOT** a new application for the permit.

(21). **SUCCESSORS AND ASSIGNS:** All covenants and agreements therein contained shall be binding upon the parties hereto, their successors and assigns.

(22). **UDOT MAINTENANCE OPERATIONS:** Underground facilities must be buried to the proper depth to avoid conflict with **UDOT's** normal and routine maintenance activities. In entering into this utility line agreement with **UDOT** and obtaining a permit for the work, the **CITY** acknowledges this requirement and agrees to avoid such conflicts by placing its facilities to the required horizontal clearance and minimum depth of bury. Normal maintenance operations are those not requiring excavations in excess of the minimum horizontal clearance and depth of bury.

Within the highway right of way, the grade of the top of the **CITY's** facilities shall be at least 1 m (3 feet) under the pavement surface. In shoulder areas where signs or delineators are located, said facilities shall be buried to a depth of not less than 1.5 m (5 feet). **CITY's** facilities shall be placed at least 600 mm (2 feet) under sidewalks, paved ditches, unlined ditches or gutters. All other areas within **UDOT's** right of way, said facilities shall be buried to a depth of 1.2 m (4 feet). The **UDOT** Region/District Director or an authorized representative may require a greater depth of bury when it is decided necessary.

In all cases the **CITY** shall protect, indemnify and hold harmless the **UDOT** for damages to lines within the horizontal or vertical clearances. Any noncompliance to the above may result in

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annulment of the CITY's permit. If the CITY is found to be in violation of its permit with respect to vertical or horizontal location, such violation may result in annulment of its permit.

23. **TERMINATION OF AGREEMENT** Except as may be otherwise provided, this Agreement may be terminated at any time by either party upon thirty (30) days' advance written notice to the other, provided, however, that such termination shall not affect any permits theretofore issued and approved under the terms of this agreement, and such permits shall continue beyond the termination of this agreement on the same terms and provisions as are herein contained.

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 and **PAYSON CITY CORPORATION**
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST

Jeanette Curtis
 Title: Recorder
 Date: 3-5-02



PAYSON CITY CORPORATION
 A Political Subdivision in the
 State of Utah
 By: *Bernell C. Evans*
 Title: Mayer
 Date: 3-5-02

RECOMMENDED FOR APPROVAL:

Cameron King
 Title Chief Utility/Railroad
Engineer
 Date: _____

UTAH DEPARTMENT OF TRANSPORTATION

By: *Alan Davis*
 Title Deputy Project Development
Director
 Date: 3/26/02

APPROVED AS TO FORM

This Form Agreement has been previously approved as to form by the Office of the Legal Counsel for the Utah Department of Transportation.

COMPTROLLER'S OFFICE

By: *Cherise Young*
 Title Contract Administrator
 Date: 4/2/02



Eugene H. Findlay, CPA
Executive Director
Howard H. Richardson, P.E.
Assistance Director
Dan F. Nelson, P.E.
District Director

State of Utah

UTAH DEPARTMENT OF TRANSPORTATION

825 North 9th West
Orem, Utah 84057

TRANSPORTATION COMMISSION

Samuel J. Taylor
Chairman
Wayne S. Winters
Vice Chairman
R. Lavaun Cox
Todd G. Weston
James G. Larkin
Elva H. Anderson
Secretary

October 15, 1991

Mayor Richard A. Harmer
Payson City Corporation
439 West Utah Avenue
Payson, Utah 84651

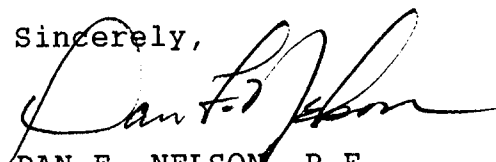
Dear Mayor Harmer:

Enclosed is your copy of the Utility Line Agreement between Payson City Corporation and the Utah Department of Transportation which has been approved by this office for the purpose of sewer line parallel to State Route 147 and crossing under I-15 at 800 South. The installation of this line and later maintenance must be done in accordance with all specifications, regulations, and instructions of this agreement.

Before work begins, your contractor must obtain an Encroachment Permit from this office. He must also furnish this department a surety bond in the minimum amount of \$3,000 to cover his work for a three-year period.

We appreciate your cooperation when working on state highways and look forward to working with you in the future. If you have questions concerning this matter or need further assistance, please contact our Encroachment Officer, Don M. Jasperson, at this office, phone (801) 227-8018.

Sincerely,



DAN F. NELSON, P.E.
District Six Director

Enclosures

cc: Central Files - w/a
Jim Nelson, Engineering Coordinator - wo/a

4-11/91
10-17-91
mnn