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BOOK 2270 PAGE 238

Contract No. 14-06-400-3487

Recorded DEC 11 1964 at 2:28 P.M.
Request of Draper Irr. Co.
Fec Paid HAZEL TAYLOR CHASE
Recorder, Salt Lake County, Utah
\$ 6.00 By [Signature] Deputy

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Ref. Draper, Utah

PROVO RIVER PROJECT

LICENSE AGREEMENT

THIS AGREEMENT, made this 30th day of April, 1964,
in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and
acts amendatory thereof or supplementary thereto, between THE UNITED
STATES OF AMERICA, herein called the United States, represented by the
officer executing this agreement, and the DRAPER IRRIGATION COMPANY, a
corporation of the State of Utah, herein called the Company.

WITNESSETH, That:

2. WHEREAS, the Company proposes to construct, operate, and maintain
a 10-inch water pipeline upon, over, and across an easement acquired by
the United States for the Salt Lake Aqueduct, a feature of the Provo
River Project, and the granting of a license to cross said easement in
the manner and at the location hereinafter described will not be incom-
patible with the purposes for which the easement was acquired and is
being used.

3. NOW, THEREFORE, in consideration of the mutual agreements and
covenants herein contained, but without cash consideration, the United
States hereby grants to the Company a license for a period of fifty (50)
years from the date hereof to construct, operate, and maintain a 10-inch
water pipeline upon, over, and across an easement acquired for the Salt
Lake Aqueduct, a feature of the Provo River Project, in the manner and
at the location shown on Exhibits "A" and "B," attached hereto and by this

reference made a part hereof.

4. The Company agrees that the license hereby granted shall be held and exercised subject to the right of the United States, its successors and assigns, to use or cross the easement covered by the license for the construction, operation, and maintenance of ditches, canals, reservoirs, telephone or electrical transmission lines, and for all other purposes whatsoever in connection with or incidental to the construction, operation, or maintenance of the Provo River Project, or other reclamation projects, without any obligation whatsoever to the Company.

5. The Company agrees that all construction work performed under this license shall be accomplished in a manner satisfactory to the United States and its assigns, and in the event the pipeline of the licensee interferes in any way with the construction, operation, maintenance or replacement of existing facilities of the United States, or additional facilities which may be constructed by the United States or its assigns, the Company agrees to assume all responsibilities and pay all costs incident to the necessary relocation of its pipeline to permit unrestricted accomplishment of such replacement or additions.

6. The Company agrees that the maximum cut or depth of trench across the aqueduct right-of-way shall not be greater than 3.8 feet or a minimum of 1.5 feet above the existing pipe bells of the concrete pipe.

7. The Company agrees to notify the Superintendent of Project Operations for the Metropolitan Water District of Salt Lake City at least 24 hours in advance of any construction work.

8. The Company agrees that no substantial change or alteration shall be made in the design, location, construction, or capacity of said pipeline until application for such change shall have been submitted to and approved in writing by the officer granting this license, his successors or authorized representative.

9. The Company agrees to hold the United States harmless against all claims of every character arising out of or in connection with the construction, operation, or maintenance of said pipeline and agrees to release the United States from all claims for damage to the pipeline which may hereafter result from the construction, operation, or maintenance of any works or facilities of the Provo River Project or any other reclamation project.

10. This license shall be effective only as against such interests as the United States may have in and to the land affected hereby.

11. All rights granted to the Company under this agreement shall be terminated at the option of the United States if the Company, after reasonable notice thereof, fails or refuses to comply with the terms hereof. Written notice of such termination shall be given to the Company at least ninety (90) days before the effective date thereof, and the Company shall, if so directed by the United States, remove said pipeline within the ninety (90)-day period, and unless so removed, said pipeline shall become the property of the United States. The Company may terminate this agreement by giving the United States written notice addressed to the Regional Director, United States Bureau of Reclamation, P. O. Box 360, Salt Lake City, Utah 84110, ninety (90) days before the effective date

thereof. In the event the Company elects to terminate this agreement, the pipeline shall, if so directed by the United States, be removed without cost to the United States prior to the effective date of the termination, or shall become the property of the United States.

12. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; however, it shall not be assigned or otherwise transferred by the Company without the written consent of the United States.

13. The licensee is hereby bound by Section 301 of Executive Order 10925, of March 6, 1961, as amended, as shown on Exhibit "C," attached hereto and made a part hereof, unless exempted pursuant to the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity. Inclusion of the above referenced Equal Opportunity clause may be by reference to Section 301 of Executive Order 10925, dated March 6, 1961, as amended. Subcontracts below the second tier, other than subcontracts calling for construction work at the site of construction, are exempt from inclusion of the clause.

14. The Company warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Company for the purpose of securing business. For breach or violation of this warranty the United States shall have the right to annul this contract without liability.

15. This agreement shall not become effective until approved by

the Metropolitan Water District of Salt Lake City.

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this agreement if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have signed this agreement the day and year first above written.

THE UNITED STATES OF AMERICA

By: F. M. Clinton
Regional Director, Region 4
Bureau of Reclamation



DRAPER IRRIGATION COMPANY

By: Richard Carlquist
President

APPROVED:

METROPOLITAN WATER DISTRICT OF SALT LAKE CITY

By: William W. Hogue
~~Francis Hogue~~
Manager and Chief Engineer

