

R.E. No 698

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

3512653

JORDAN AQUEDUCT
BONNEVILLE UNIT
CENTRAL UTAH PROJECT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 10th day of September, 1980, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, acting by and through the Water and Power Resources Service, Department of the Interior, herein called the United States, and Granger-Hunter Improvement District, hereinafter called the Licensee;

WITNESSETH, That:

1. WHEREAS, the Licensee proposes to construct, operate, and maintain a 36-inch-diameter sanitary sewerline and a 12-inch culinary waterline; on, under, and across the right-of-way of the United States for the Jordan Aqueduct and appurtenant structures, Central Utah Project, hereinafter called the Aqueduct, and the granting of a license, to utilize a portion of the Aqueduct right-of-way in a manner and at the location hereinafter described, will not be incompatible with project purposes;

2. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States hereby grants to the Licensee upon the terms hereinafter provided, a license for a period of Fifty (50) years from date hereof to construct, operate, and maintain a 36-inch sanitary sewerline hereinafter called the sewerline and a 12-inch waterline hereinafter called the waterline; on, under, and across the

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aqueduct right-of-way at approximate aqueduct Centerline Station 1462+17 and 1462+27 in Section 29, Township 1 South, Range 1 West, Salt Lake Meridian, in the manner and at the locations shown on Exhibits "A" and "B," attached hereto and by this reference made a part hereof.

3. The Licensee agrees:

(a) That the work performed under this license agreement shall be performed at a time and in a manner satisfactory to the United States and the Central Utah Water Conservancy District hereinafter called the District;

(b) That the license hereby granted shall be held and exercised subject to the right of the United States and the District, their successors and assigns; to use or cross the land covered by the license for construction, operation, and maintenance of the Aqueduct;

(c) That the sewerline will be constructed and encased in a casing pipe extending 20 feet on each side of the centerline of the aqueduct and be of appropriate diameter and thickness to provide protection for the sewerline and shall be operated and maintained without cost to the United States, the District, or their assigns, and in such a manner and at such times as to cause no interference with the operation or maintenance of the Aqueduct;

(d) That the backfilling of any excavation or around any structure within the aqueduct right-of-way shall be compacted in layers not exceeding 6-inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698,

method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, D-2049, par. 7.1.2, wet method.

(e) Upon notification from the Water and Power Resources Service, the licensee will remove the portion of the water and sewerlines that cross the Jordan Aqueduct right-of-way easement, within forty-eight (48) hours after notification, and will replace the water and sewerlines in accordance with Water and Power Resources Service specifications, after construction has been completed on that section of the aqueduct. The licensee will also be responsible for any bypass lines that may be needed to insure continuous service.

(f) To pay to the United States the additional costs incurred by the United States, to alter the aqueduct to accommodate the licensee's sewerline and waterline. This additional cost shall not exceed \$8,000.

(g) To be liable for any damage to the personnel or property of the United States, the District, or of any third party or parties which may result from the exercise of any of the privileges herein conferred, and that any extraordinary maintenance costs incurred by the United States or the District which result from the exercise of the privileges conferred by this license shall be borne by the Licensee;

(h) To relocate or alter the sewerline and waterline at no cost to the United States or the District in the event the United States or the District determines that relocation or alteration is necessary, and that any such relocation or alteration of said sewerline and

waterline shall be accomplished in a manner acceptable to the United States and the District;

(i) To hold the United States and the District harmless against all claims of every character arising out of or in connection with the construction, operation, or maintenance of the sewerline and waterline and agrees to release the United States and the District from all claims for damage to the sewerline and waterline which may hereafter result from the construction, operation, or maintenance of the Aqueduct; however, this shall not be construed to include negligence or wrongful acts of the United States or the District, their agents or assigns;

(j) To notify the United States and the District at least forty-eight (48) hours in advance of commencing installation of the sewerline and waterline to permit inspection by the United States and the District;

(k) That any and all expense for inspections by the United States and the District required in connection with the Licensee operations under the terms hereof, shall be promptly paid to the billing party by the Licensee upon receipt of an itemized bill for such expenses;

(l) To abide by all applicable Federal, state, and local laws and regulations pertaining to pollution control and environmental protection.

4. The Licensee agrees to notify the United States and the District when the Licensee has no further need for the sewerline and waterline. Thereupon, this agreement will terminate, but in any event

will expire fifty (50) years from date hereof. All rights granted to the Licensee under this agreement may be cancelled at the option of the United States by giving written notice of intended cancellation to the Licensee at least thirty (30) days before the effective date thereof by reason of the following: (a) upon failure by the Licensee to comply with the terms hereof; however, during said thirty (30) day notice period, the Licensee will have the opportunity to make appropriate corrections, which if made, will stop the cancellation; (b) in the event the rights granted herein become incompatible with the purposes of the United States.

The Licensee will remove the sewerline and waterline within thirty (30) days after cancellation, termination, or expiration, and failing to do so, the sewerline and waterline will be removed by the United States and/or the District and reimbursement shall be made by the Licensee for the cost of removal.

5. This license agreement shall not be effective until approved by the District and is effective only as against such interest as the United States may have in and to the right-of-way affected hereby.

6. This license 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 Licensee without the written consent of the United States.

7. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement 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 Licensee 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.

8. 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 caused this agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA

Amelia G. Galt
Amelia G. Galt

By *Don H. Barnett*
Regional Supervisor of Water and Power
Operations, Water and Power Resources
Service, Upper Colorado Region

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(SEAL)

GRANGER-HUNTER IMPROVEMENT DISTRICT

ATTEST:

By *E. K. Winder*
Title Clerk

By *Paul Anderson*
Titles
1 Chairman

APPROVED:

By *G. Ross Sanett*
Central Utah Water Conservancy District

ATTEST:

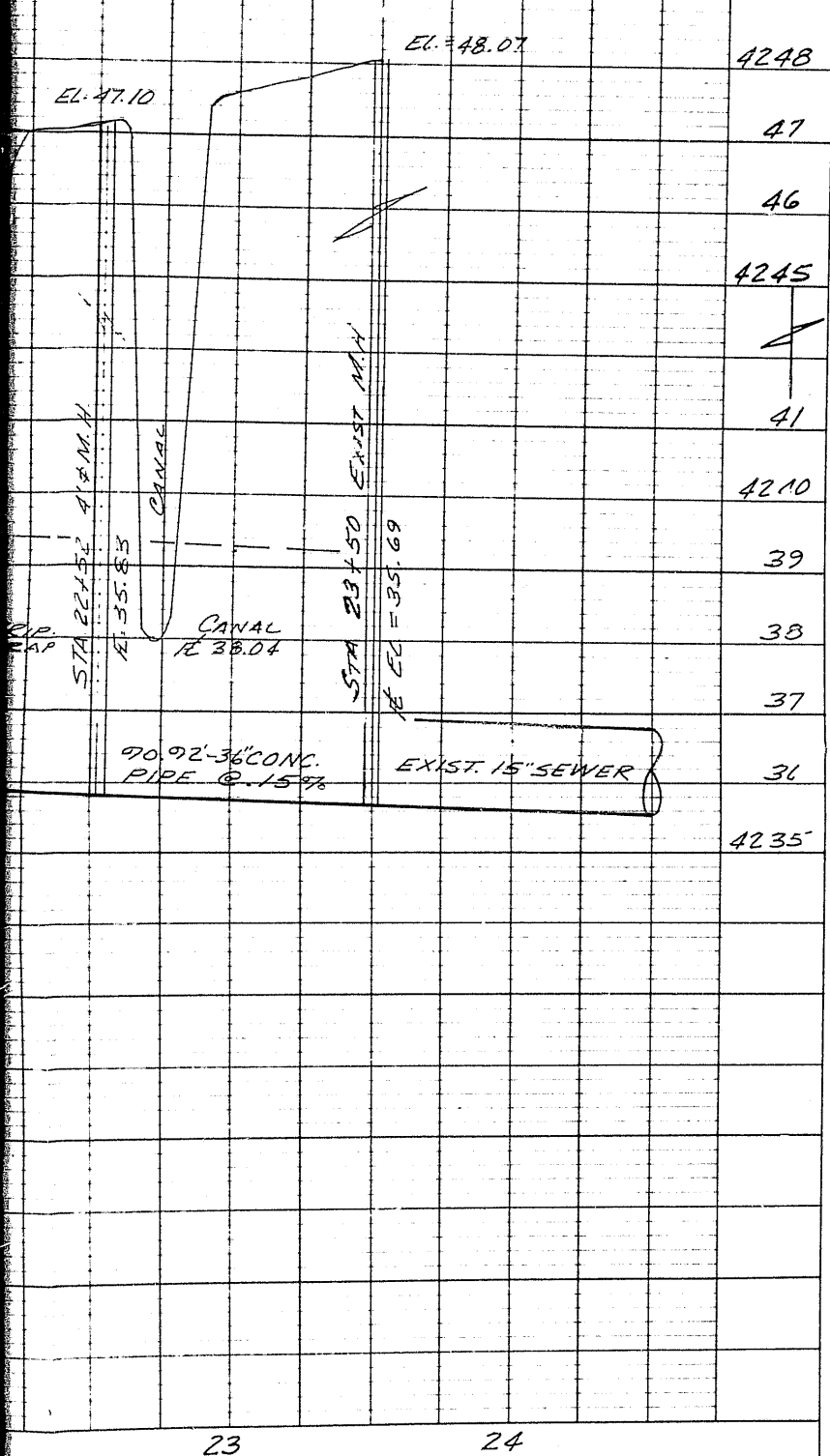
By *James J. Sullivan*
(SEAL)

RECEIVED
SALT LAKE COUNTY
MAY 10 2 05 PM '90
REQ. OF
C. Ross Sanett
C. Wayne Reddick
Granger Hunter Improv
Dist

No Fee

3146 West 3500 So. West Valley
84

3121.80	JB	DRAWN BY KEN	SCALE 1"=50'	DRAWING NO.
		CHK'D	DATE 11-13-79	
		TRACED	APP'D	

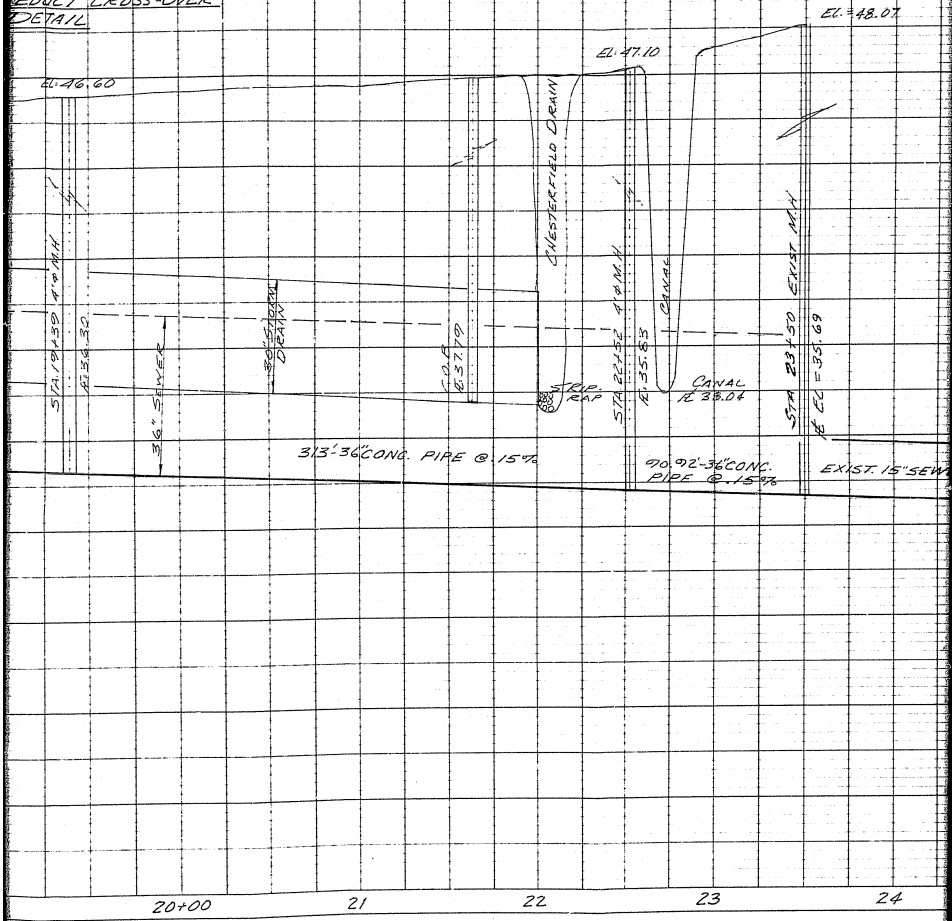


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EXHIBIT A

3	3/21/80	UB	DRAWN BY	KEN	SCALE	1"=50'
4			CHK'D		DATE	11-13-79
5			TRACED		APP'D	

DUCT CROSS-OVER
DETAIL



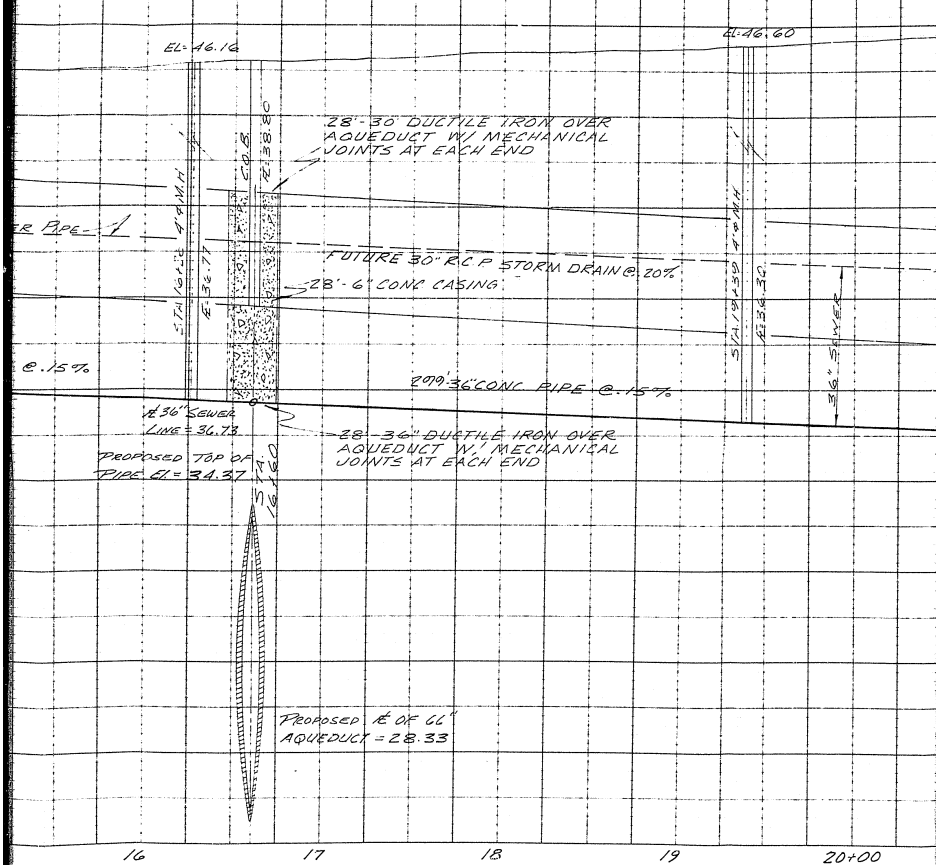
20+00 21 22 23 24

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EXHIBIT

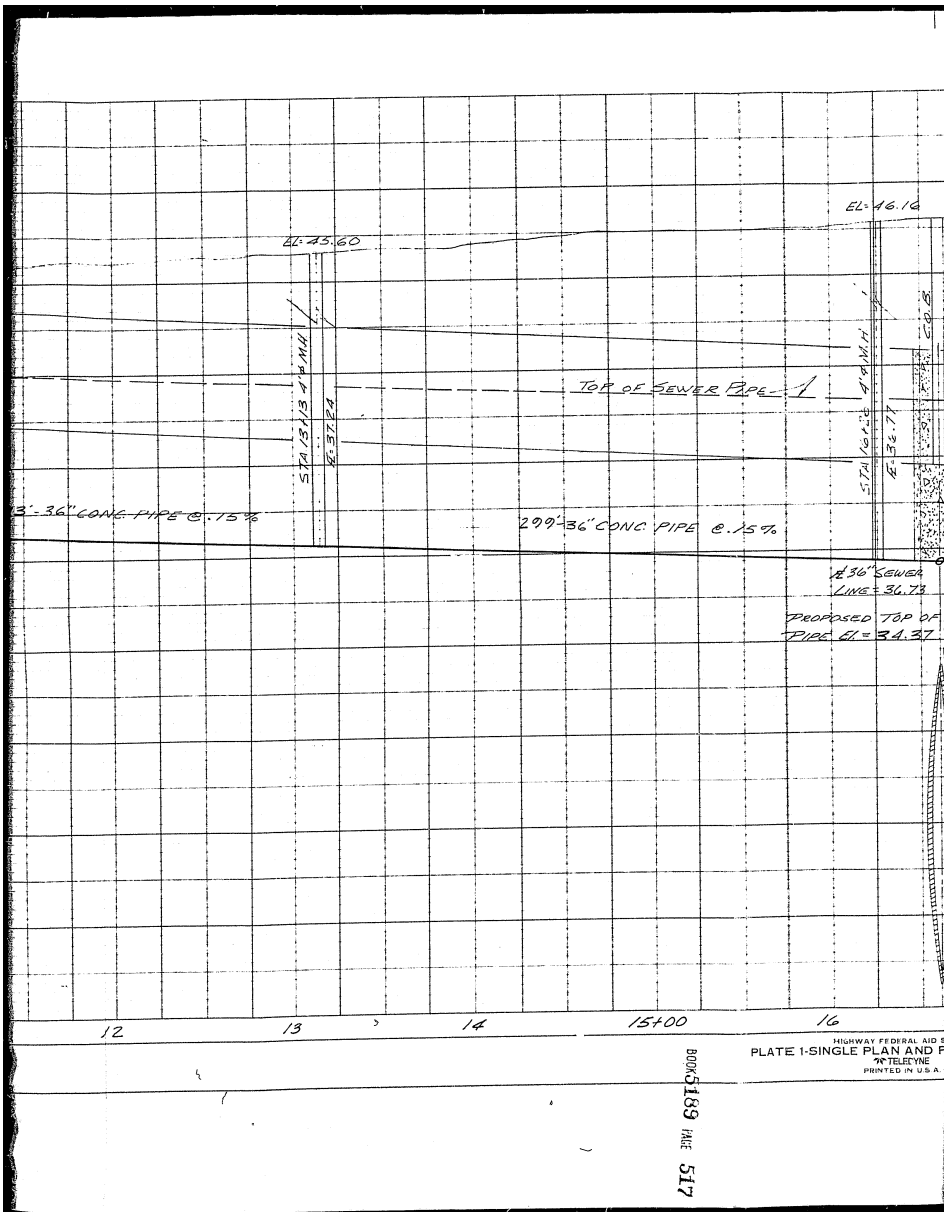
E=28.33

SEWER-AQUEDUCT CROSS-OVER
DETAIL



HIGHWAY FEDERAL AID SHEET
PLATE 1-SINGLE PLAN AND PROFILE-FULL LINE
TELETYPE
PRINTED IN U.S.A.

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12

13

14

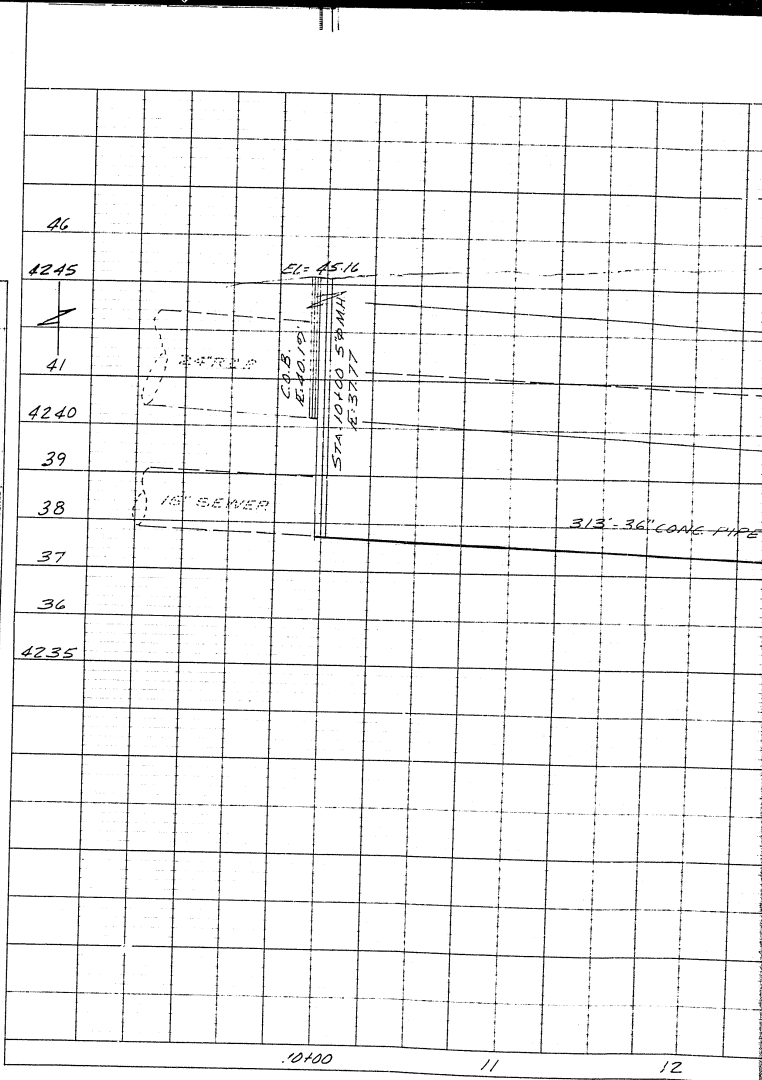
15+00

16

HIGHWAY FEDERAL AID
 PLATE I-SINGLE PLAN AND P
 TELETYPE
 PRINTED IN U.S.A.

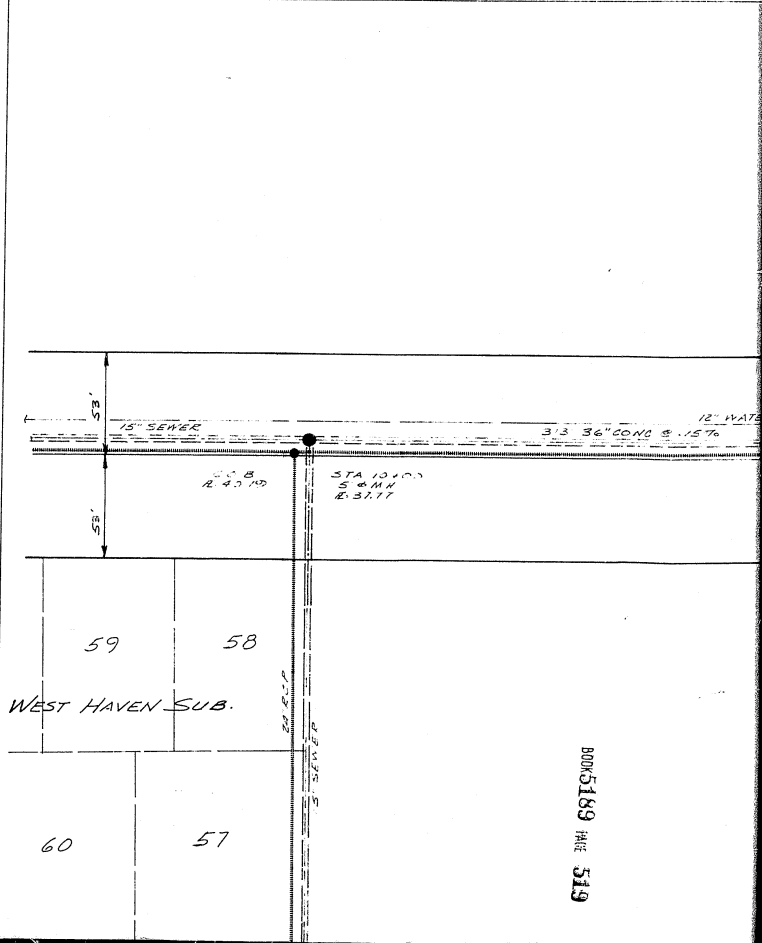
BOOK 189 PAGE 517

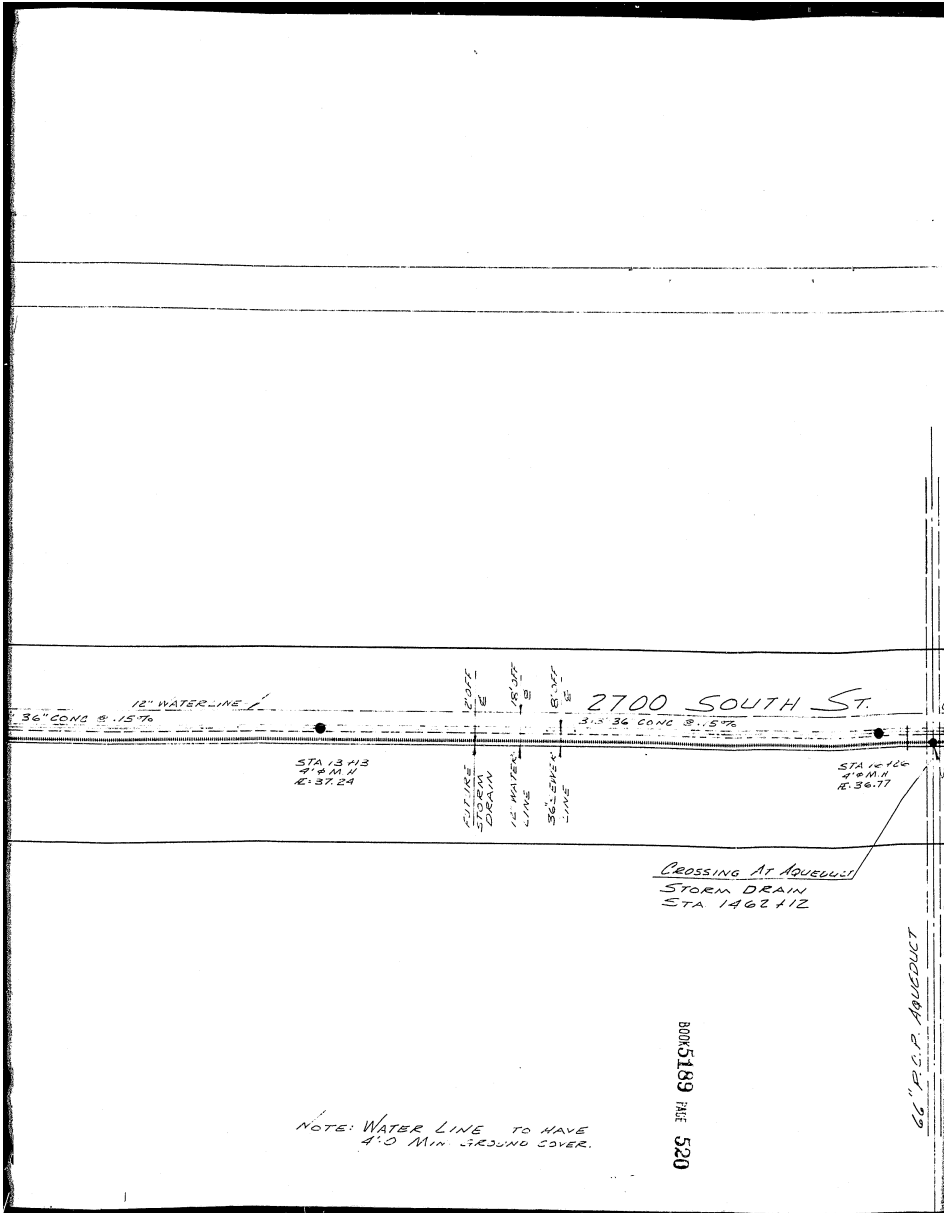
PROFILE SURVEYED _____ DATE _____
 PLOTTED _____
 NOTE BOOK CHASIS CHECKED _____
 B.M.'S NOTED _____
 No. _____ STRUCTURE ADJUSTATIONS CHECKED _____



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PLAN	SURVEYED	DATE
	PLOTTED	
	NOTE BOOK	ALIGNMENT CHECKED
No.	RT. OF WAY CHECKED	





12" WATER LINE
 36" CONC @ .15%
 2700 SOUTH ST.
 36" CONC @ .5%

STA 13+13
 10.00
 2.3724

12" WATER LINE
 36" CONC @ .5%

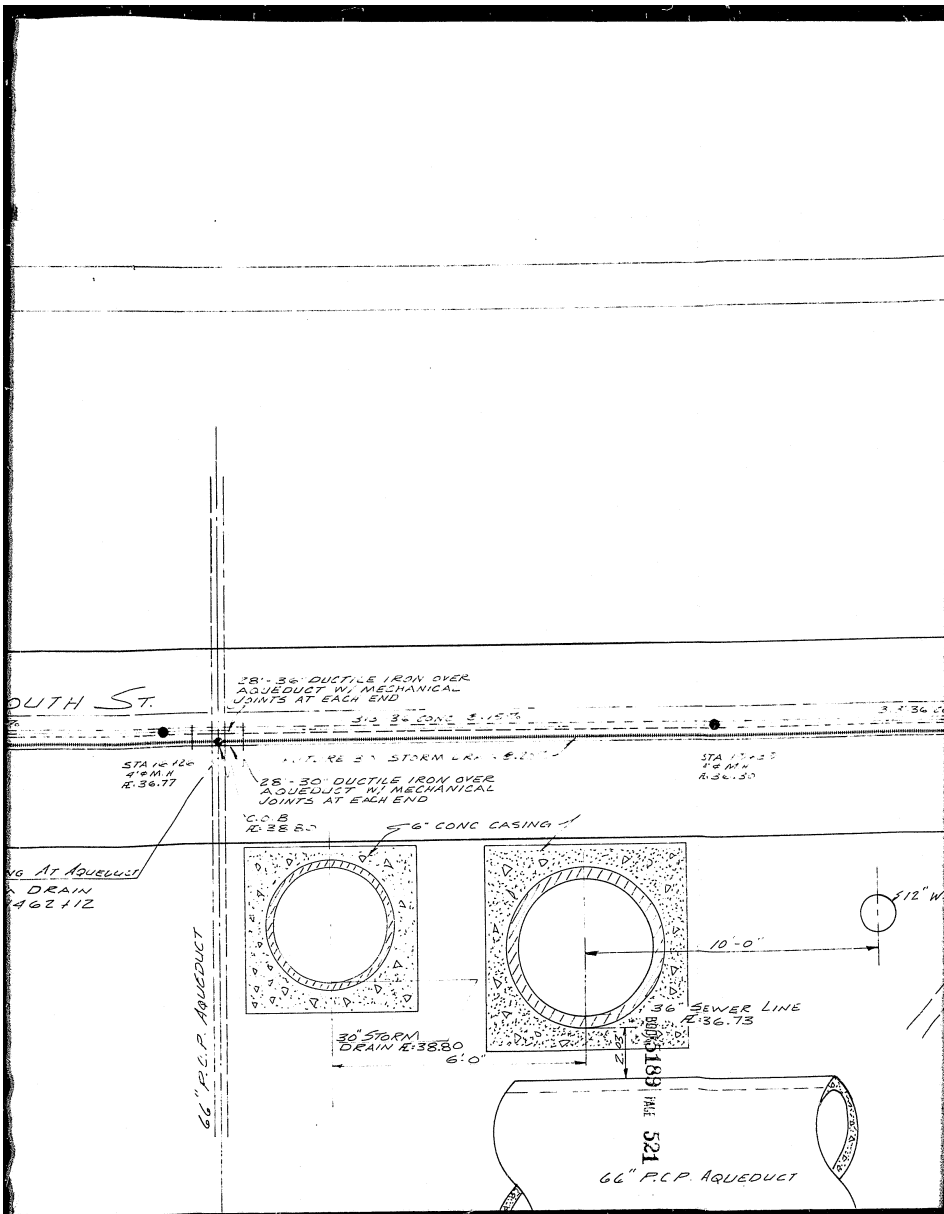
STA 16+12
 10.00
 2.3871

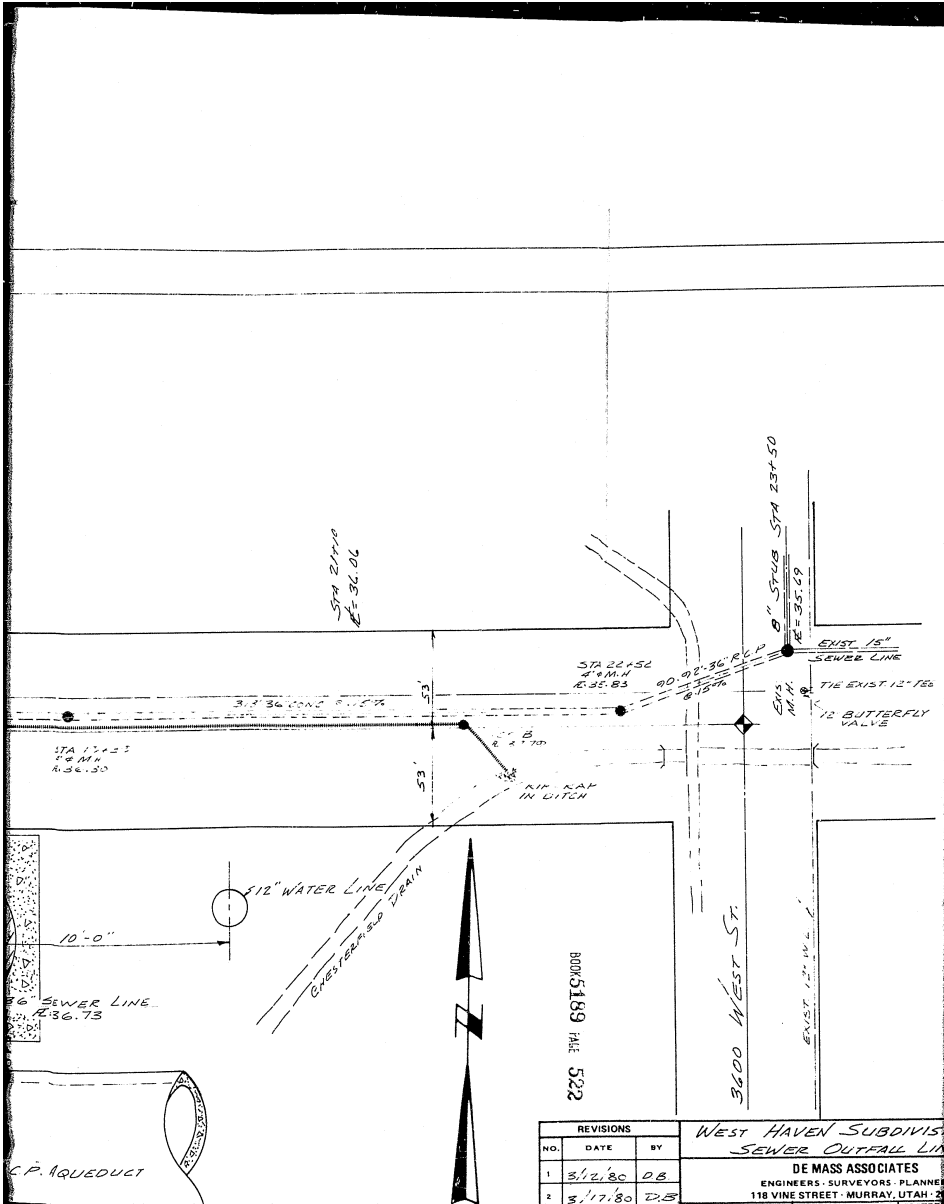
CROSSING AT AQUEDUCT
 STORM DRAIN
 STA 1462+12

66" P.C.P. AQUEDUCT

NOTE: WATER LINE TO HAVE
 4'-0" MIN. GROUND COVER.

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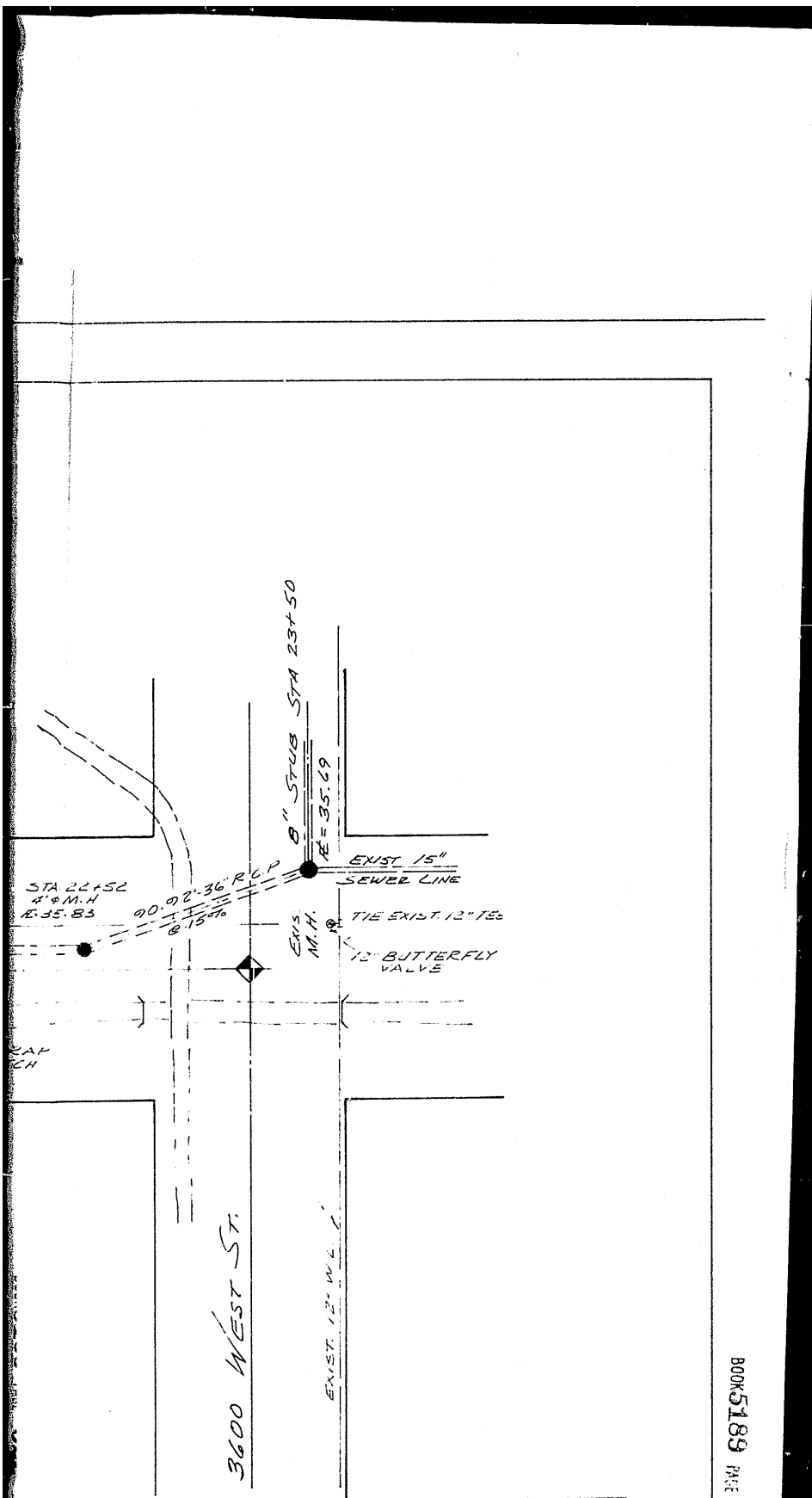




REVISIONS		
NO.	DATE	BY
1	3/12/80	DB
2	3/17/80	DB

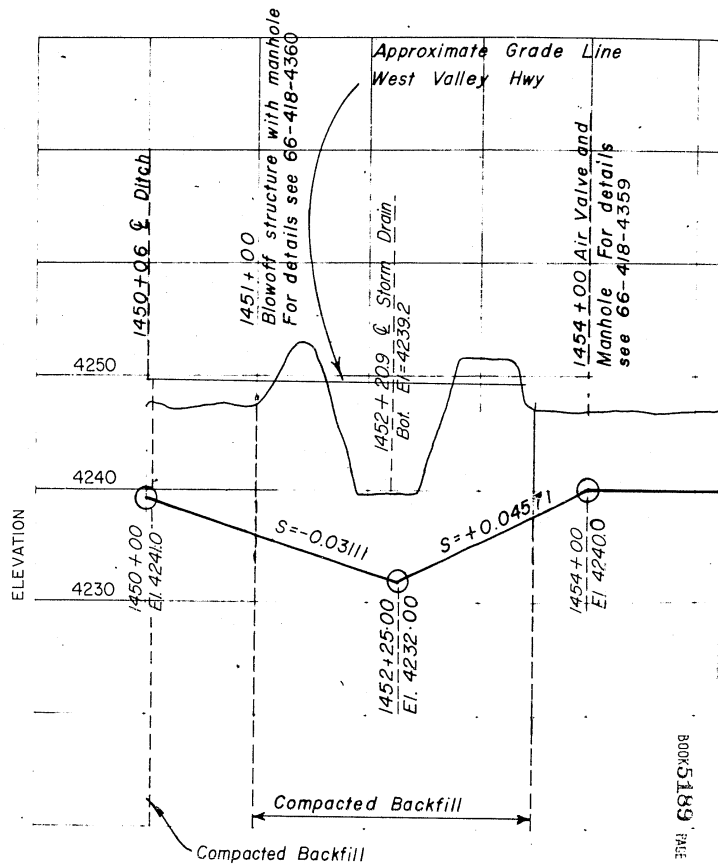
WEST HAVEN SUBDIVISION
 SEWER OUTFALL LINE
 DE MASS ASSOCIATES
 ENGINEERS - SURVEYORS - PLANNERS
 118 VINE STREET - MURRAY, UTAH 84302

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REVISIONS		WEST HAVEN SUBDIVISION SEWER OUTFALL LINE
DATE	BY	
3/12/80	D.B.	DE MASS ASSOCIATES ENGINEERS · SURVEYORS · PLANNERS 118 VINE STREET · MURRAY, UTAH · 262-8733
3/17/80	D.B.	

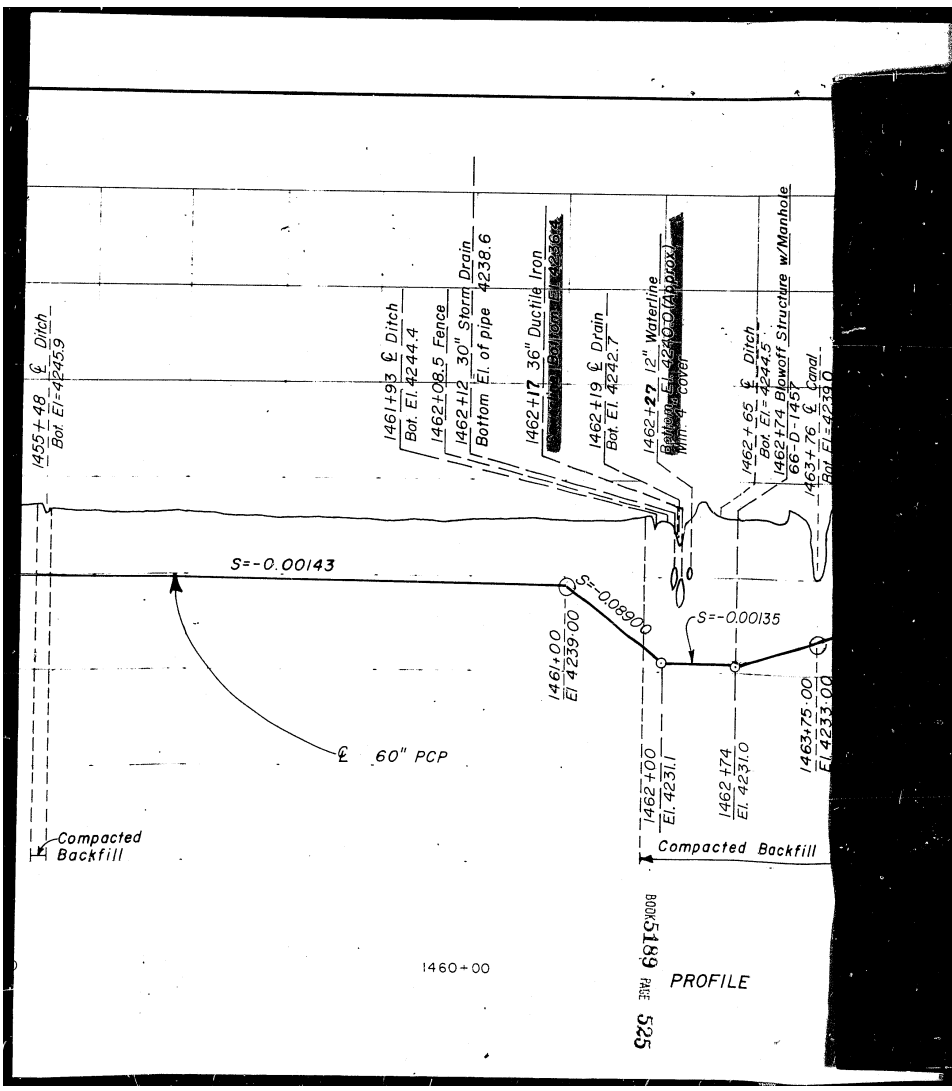
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STATION 1450+00

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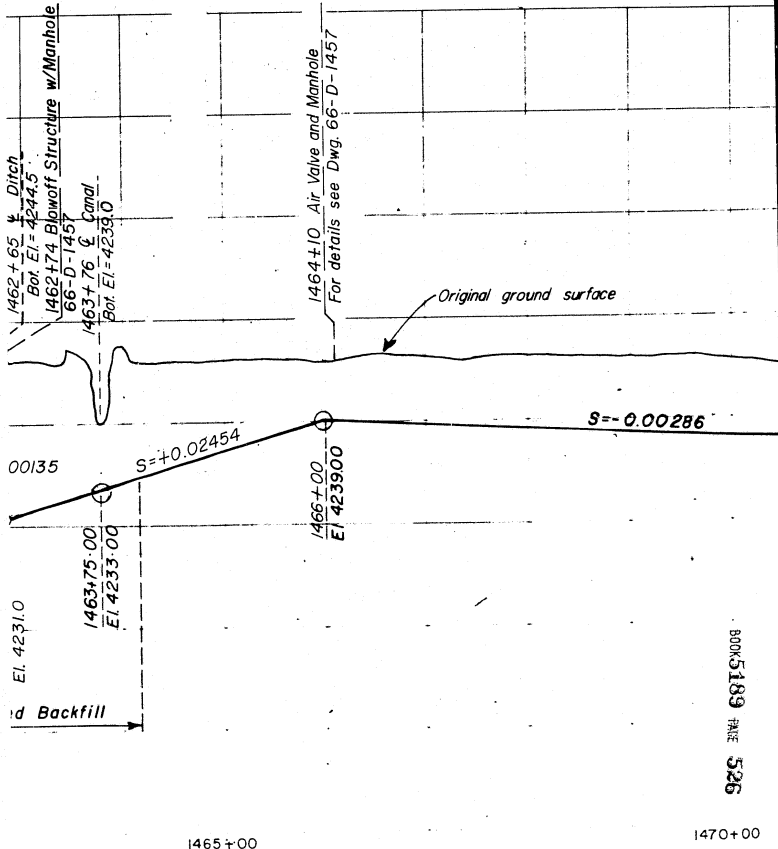
1455+00



1460-00

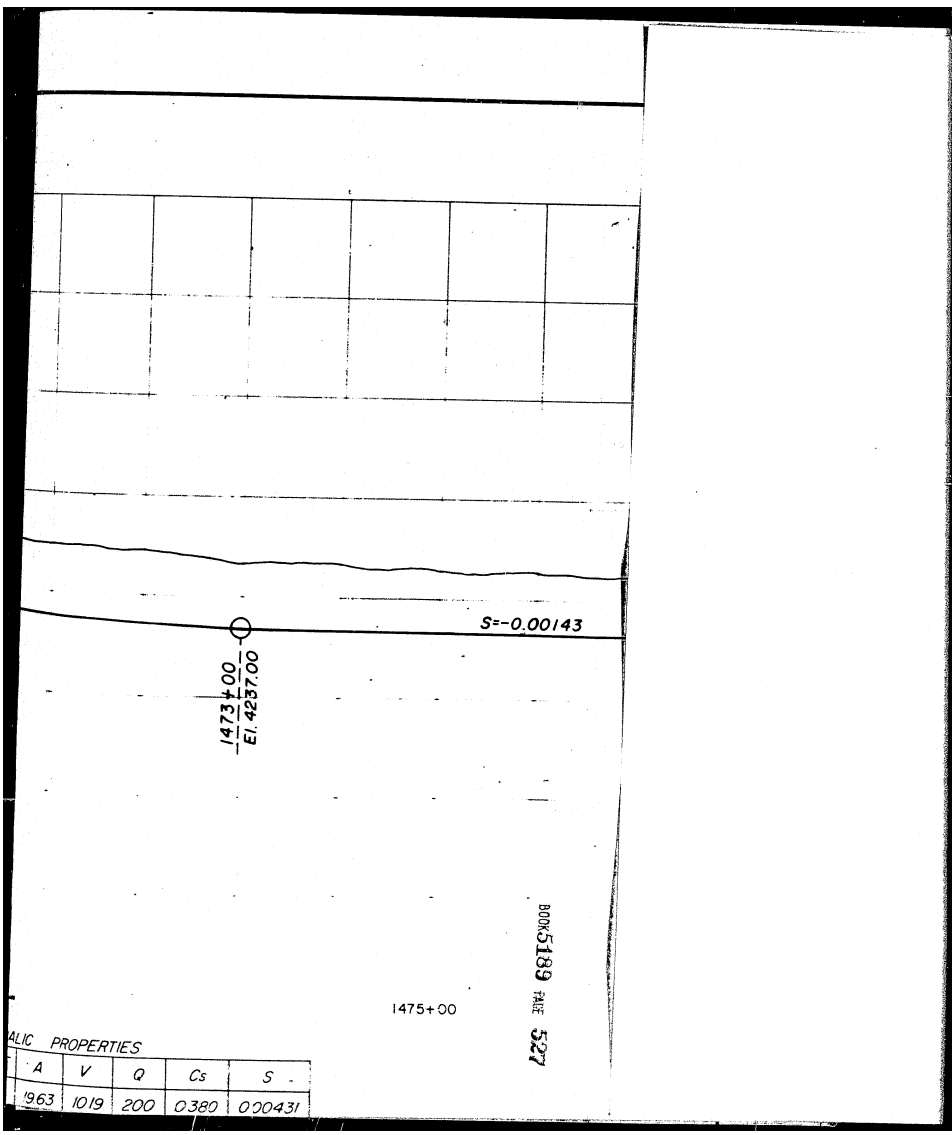
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PROFILE



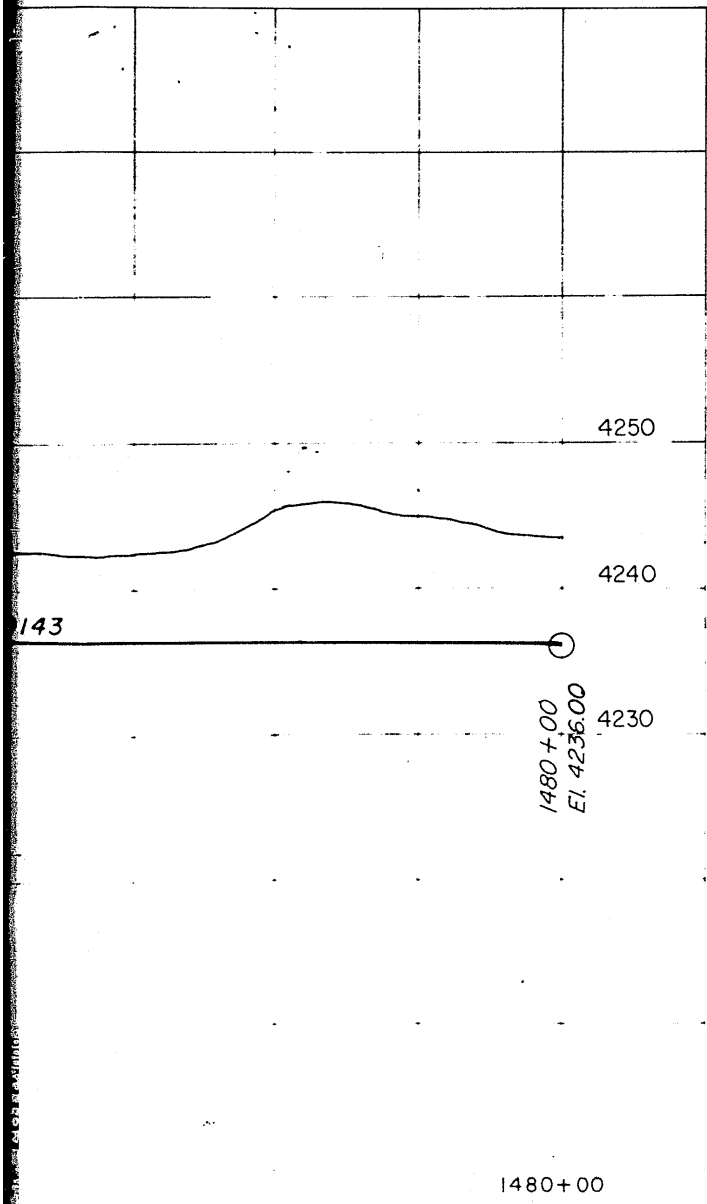
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HYDR
 PIPE
 60'

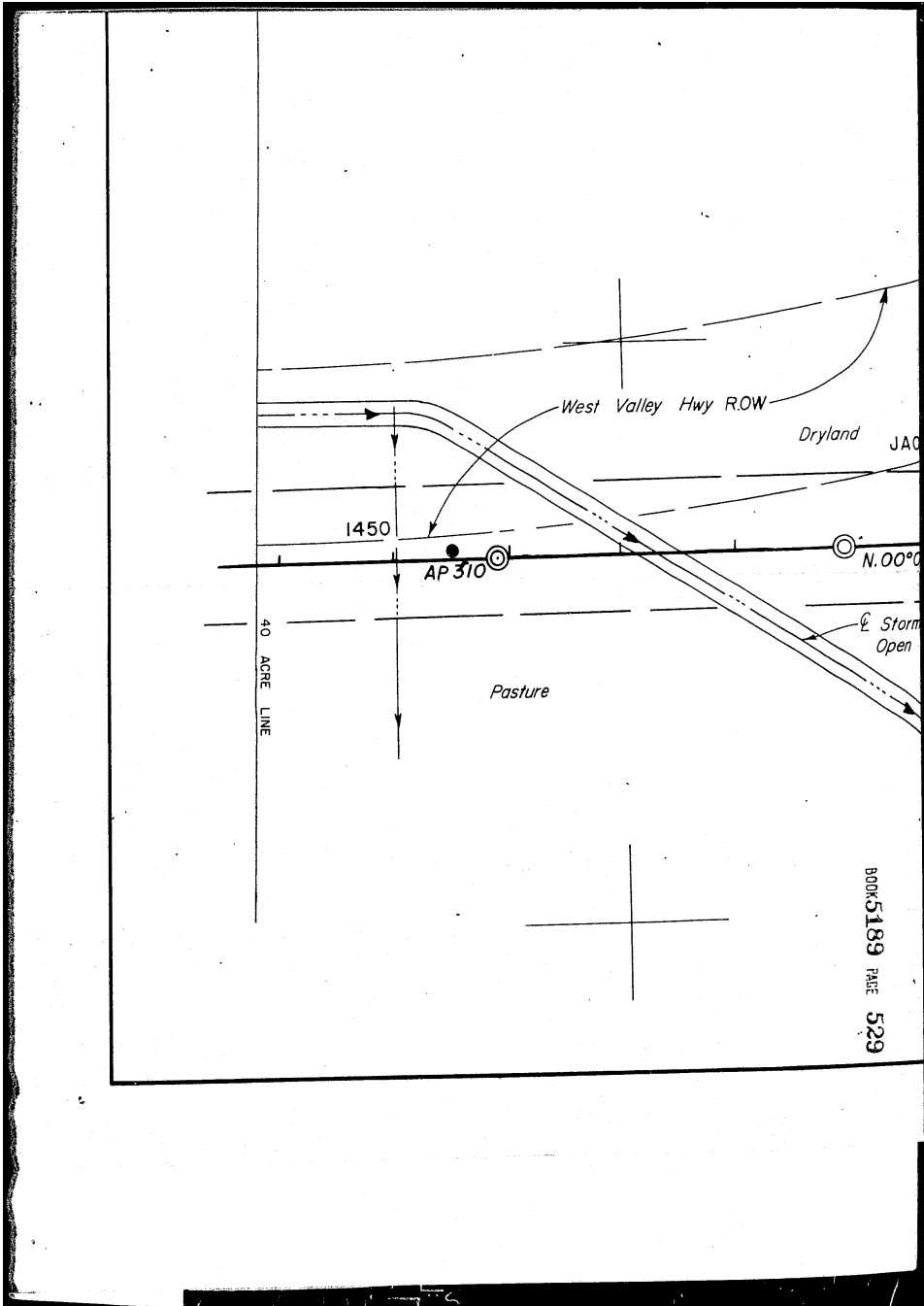


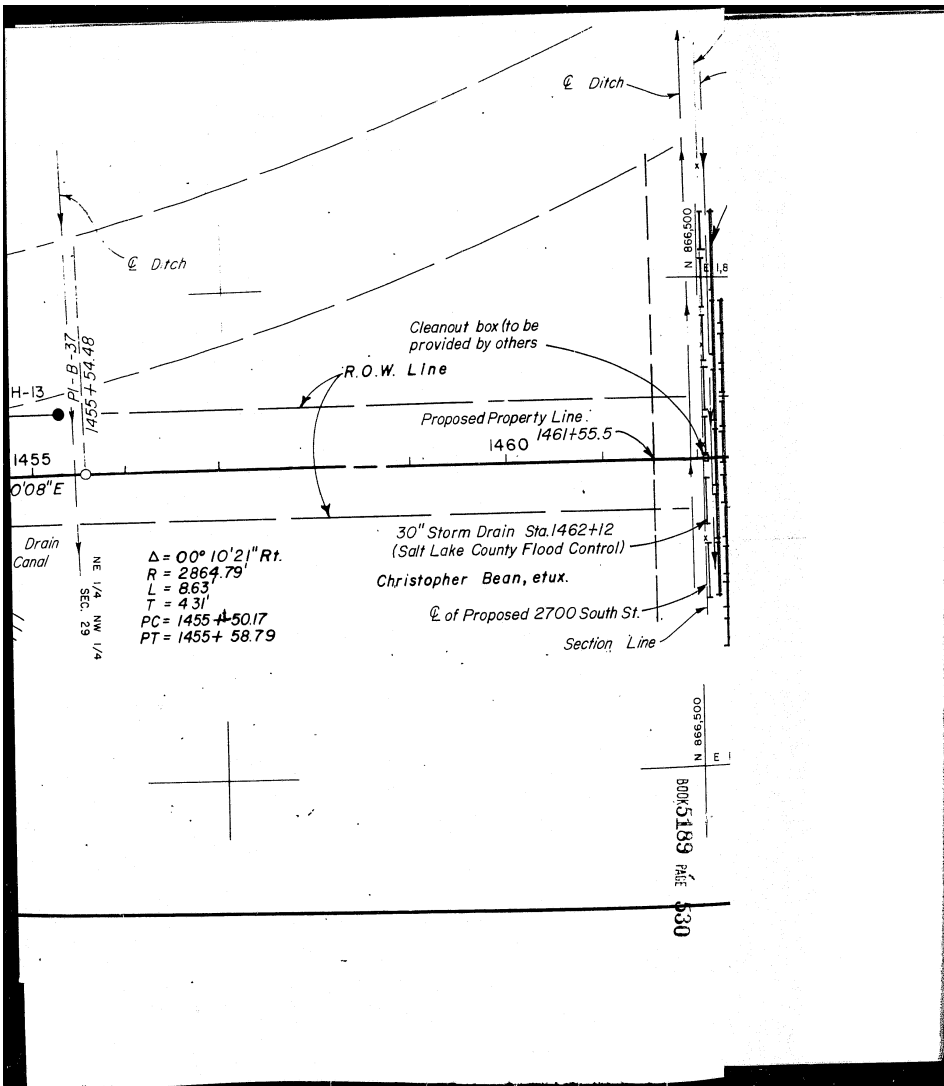
ALIC PROPERTIES

A	V	Q	Cs	S
1963	1019	200	0.380	0.00431



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Fence & Sec. Line

Drain

Proposed 36" ductile iron sewerline
(Hunter-Granger Improvement District)

Ditch

Canal

67,000

Kennecott Copper

JORDAN AQUEDUCT

1465
N.00°10'29"E.

63

1470

Alfalfa

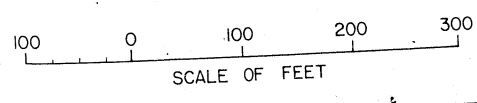
Proposed Property
Line 1462+61.5

SE 1/4 SW 1/
Sec 20

Road

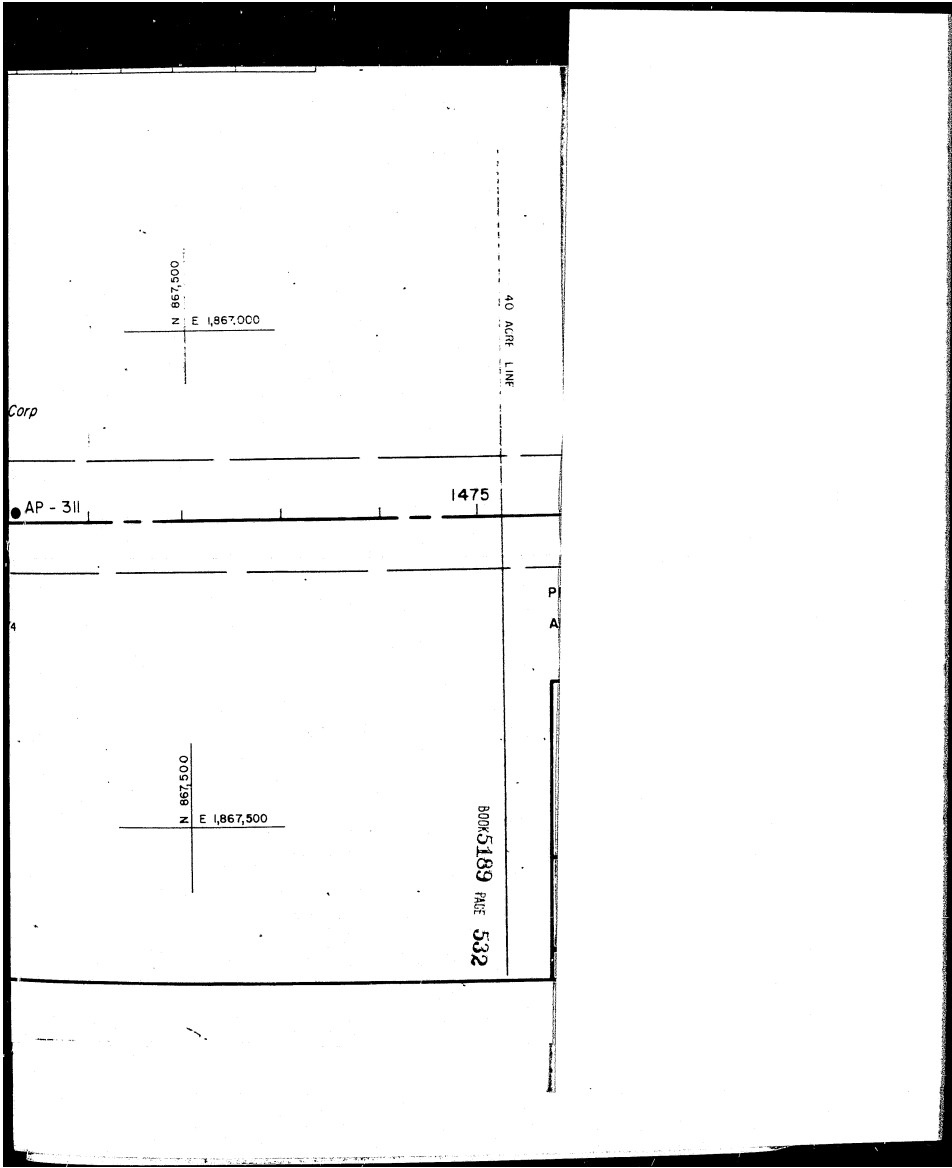
12" Water line (proposed) Hunter-Granger Improvement District

867,500



PLAN

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Corp

● AP - 311

1475

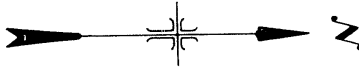
40 ACRES LINE

P
A

N 1,867,500
E 1,867,000

N 1,867,500
E 1,867,500

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000' 998
N E 1,867.000

NE 1/4 SW1/4
SEC 20

411 ALIEN LINE

1480

PROFILE FROM FIELD BOOK 418-66-00-14-16-05-14
& 418-66-00-14-16-05-16
ALINEMENT FROM FIELD BOOK 418-66-00-14-04-10

EXHIBIT B

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION CENTRAL UTAH PROJECT BONNEVILLE UNIT UTAH JORDAN AQUEDUCT REACH 3 STATION 1450+00 TO STATION 1480+00 PLAN AND PROFILE	
DESIGNED <i>W. Hamilton</i>	SUBMITTED _____
DRAWN <i>AH</i>	RECOMMENDED _____
CHECKED <i>W. Hamilton</i>	APPROVED _____
PROVC, UTAH SHEET 9 OF 11	66-418-

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