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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

PROVO RIVER PROJECT

LICENSE AGREEMENT
between the
UNITED STATES OF AMERICA
and

Brian Moench and W. Patrick Knibbe

#1350
REC'D OF Brian Moench
W. Patrick Knibbe

JUL 12 3 34 PM '84

MAJIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

4091 Spencor Way LLC 8/11/7

THIS LICENSE AGREEMENT, made this 11th day of October, 1983, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Reclamation Project Act of 1939 (53 Stat. 1187), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as the "United States," represented by the officer executing this agreement, hereinafter termed "Contracting Officer," Brian Moench, and W. Patrick Knibbe.

hereinafter styled "Licensee."

WITNESSETH THAT:

2. WHEREAS, the Licensee, at its sole cost and expense, proposes to utilize a portion of the Salt Lake Aqueduct right-of-way, Provo River Project, hereinafter called the Project Works, and the granting of a license to utilize a portion of the Project Works in a manner and at the location hereinafter described, which will encroach upon the Project works but will not be incompatible with present Project purposes;

3. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest therein, hereby grants to the Licensee, upon the terms hereinafter provided, a license for the following purposes and in the location described below:

A. Purpose: To construct a tennis court on Salt Lake Aqueduct right-of-way.

B. Period: Revocable on 60 days written notice to Licensee, but in any event no longer than Fifty (50) years from date hereof.

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C. Location (In terms of Project Works Centerline Stationing):

See Exhibit "A".

D. Location (Legal Description): Lots 32 and 33, Mt. Olympus Splendor Subdivision embraced within SE 1/4 SE 1/4 Section 35, Township 1 South, Range 1 East, Salt Lake Meridian.

E. Drawings or Maps (Attached Hereto and Made a Part Hereof):

Exhibit "A" - Salt Lake Aqueduct right-of-way drawing.
Exhibit "B" - Subdivision Lot Plan.

The license hereby granted is subject to the following:

4. RIGHTS RESERVED TO THE UNITED STATES. This license and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States and M. W. D. of Salt Lake City. Jurisdiction and supervision of the United States over the concerned lands are not surrendered or subordinated by issuance of this license. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in this license. There is also reserved to the United States, the right of its officers, agents, employees, licensees, and permittees, and the right of the Metropolitan Water District of Salt Lake City, hereinafter called the District, its officers, agents, employees, and assigns, at all proper times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

5. UNITED STATES HELD HARMLESS.

A. The United States and the District, their officers, agents, employees, and assigns do not assume any liability and Licensee agrees to indemnify and hold the United States, and the District, their officers, agents, employees, and assigns harmless for injury or damage to any persons or property that may result from the exercise of any of the privileges herein conferred.

B. The Licensee further agrees that the United States and the District, their officers, agents, and employees and its assigns, shall not be held liable for any damage to Licensee's improvements or works by reason of the exercise of the rights herein reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this license.

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6. WORK SATISFACTION. The Licensee agrees that the work performed under this License Agreement will be in accordance with any plans attached hereto and in a manner satisfactory to the United States and the District.

7. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever, which may result to the Licensee from the construction, operation, and maintenance of Project Works upon said lands, provided that nothing in this agreement shall be construed as releasing the United States or the District, from responsibility for its own negligence.

8. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the maintenance or repair of any or all Project structures and facilities located on such lands should be made more expensive by reason of the existence of improvements or works of the Licensee thereon, Licensee shall promptly pay to the United States and/or the District, their agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense upon receipt of an itemized bill therefore.

9. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States in any action which alleges that the Licensee's use of Project right-of-way or facilities under this agreement is unlawful in any manner and further agrees to indemnify and hold the United States harmless from the decision in any such type of litigation.

10. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the irrigation and drainage facilities or other structures of the United States, or any interference in any way with the operation and maintenance of the same.

11. TERM OF LICENSE - TERMINATION. Nonuse of the license lands for the purposes for which this license is issued continuing at any time for a period of two (2) years, shall, at the option of the United States, work a termination of this agreement and of all rights of the Licensee hereunder, and the term hereof shall in any event expire by limitation at the end of the period recited in Article 3B. All rights granted to the Licensee under this agreement are subject to termination upon failure of Licensee to comply with the terms hereof.

12. REMOVAL OF FACILITIES. The United States will determine whether or not Licensee's facilities will be removed upon termination. If affirmatively determined, removal will be made within thirty (30) days after termination, at the sole expense of Licensee, and the site will be restored as nearly as practicable to its original condition.

13. ASSIGNMENT OR TRANSFER. This license will not be assigned or transferred by the Licensee without the written consent of the United States.

14. SUCCESSORS IN INTEREST OBLIGATED. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

16. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this license upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by 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 or in its discretion to require Licensee to pay, in addition to the contract consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

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

18. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

19. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

A. The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by Licensee's construction operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

B. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the Licensee's expense.

20. SPECIAL PROVISIONS. The Special Provisions, attached hereto, are hereby made a part of this License Agreement the same as if they had been expressly set forth herein.

A. For the permission herein granted, the Licensee shall pay to the Bureau of Reclamation the fee of \$100.

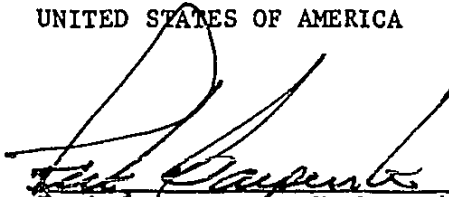
B. The Licensee agrees to record this agreement at no expense to the United States or the District and furnish copies of the recorded instrument to the United States and the District.

C. In the event the operation and maintenance of the tennis court becomes incompatible with the Project Works in the sole discretion of the United States and/or the District, this license shall be terminated upon 60 days notice in writing to the Licensee without liability or cost to the United States and/or the District.

D. No vehicular traffic will be allowed over the Aqueduct. Any cuts over the Aqueduct shall maintain a minimum of 5 feet.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA



Projects Manager, Utah Projects Office
Upper Colorado Region, Bureau of
Reclamation

APPROVED

METROPOLITAN WATER DISTRICT OF
SALT LAKE CITY

LICENSEE

By 

General Manager

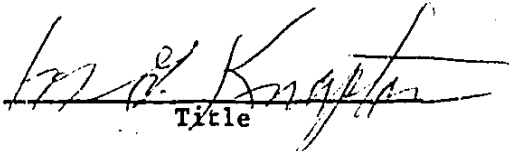
By 

Title

ATTEST:

By 

Title

By 

Title

STATE OF Utah)
COUNTY OF Salt Lake) SS

On this 8th day of April, 1983, personally
appeared before me Brian Pleasant
W. Patrick Knibbe

to me known to be the individual; or individuals, described in and who
executed the within and foregoing instrument, and acknowledged that he
signed the same as his free and voluntary act and deed, for the uses
and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year first above written.



W. Patrick Knibbe
Notary Public in and for the State of

Utah
Residing at Salt Lake
My Commission Expires: 2-27-85

(SEAL)

ATTEST:

By _____
Title

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 10th day of October, A.D. 1983,
personally appeared before me Neil Carpenter, who being by me
duly sworn did say that he is the Projects Manager, Utah Projects Office,
Upper Colorado Region, Bureau of Reclamation, Department of the Interior,
and that said instrument was signed in behalf of the United States of
America prusuant to authority delegatged to him.

Alex F. Saltator
Notary Public

Residing at Provo, Utah

County of Utah

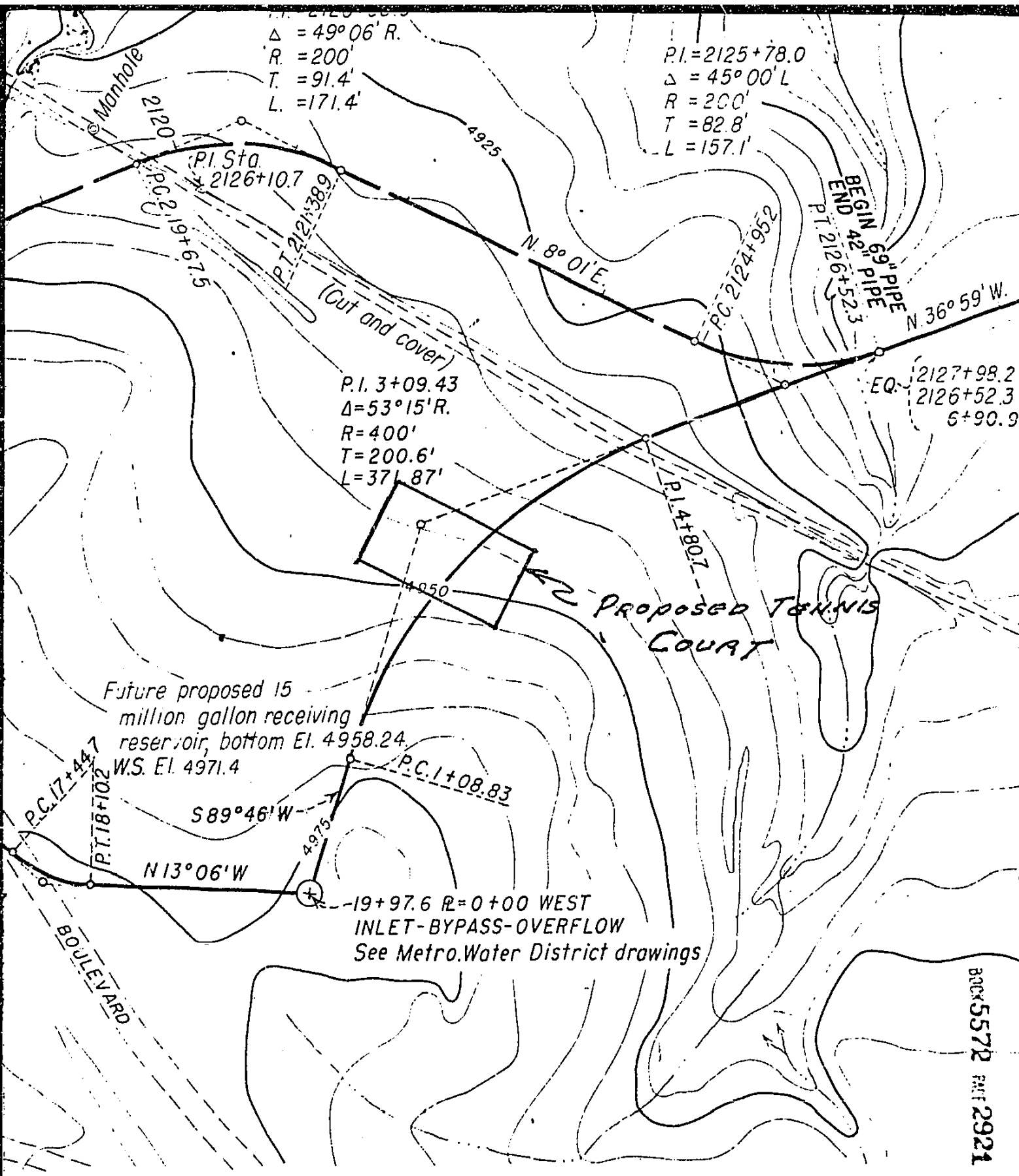
State of Utah

My Commission Expires:

7/8/86



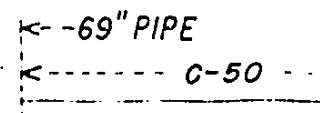
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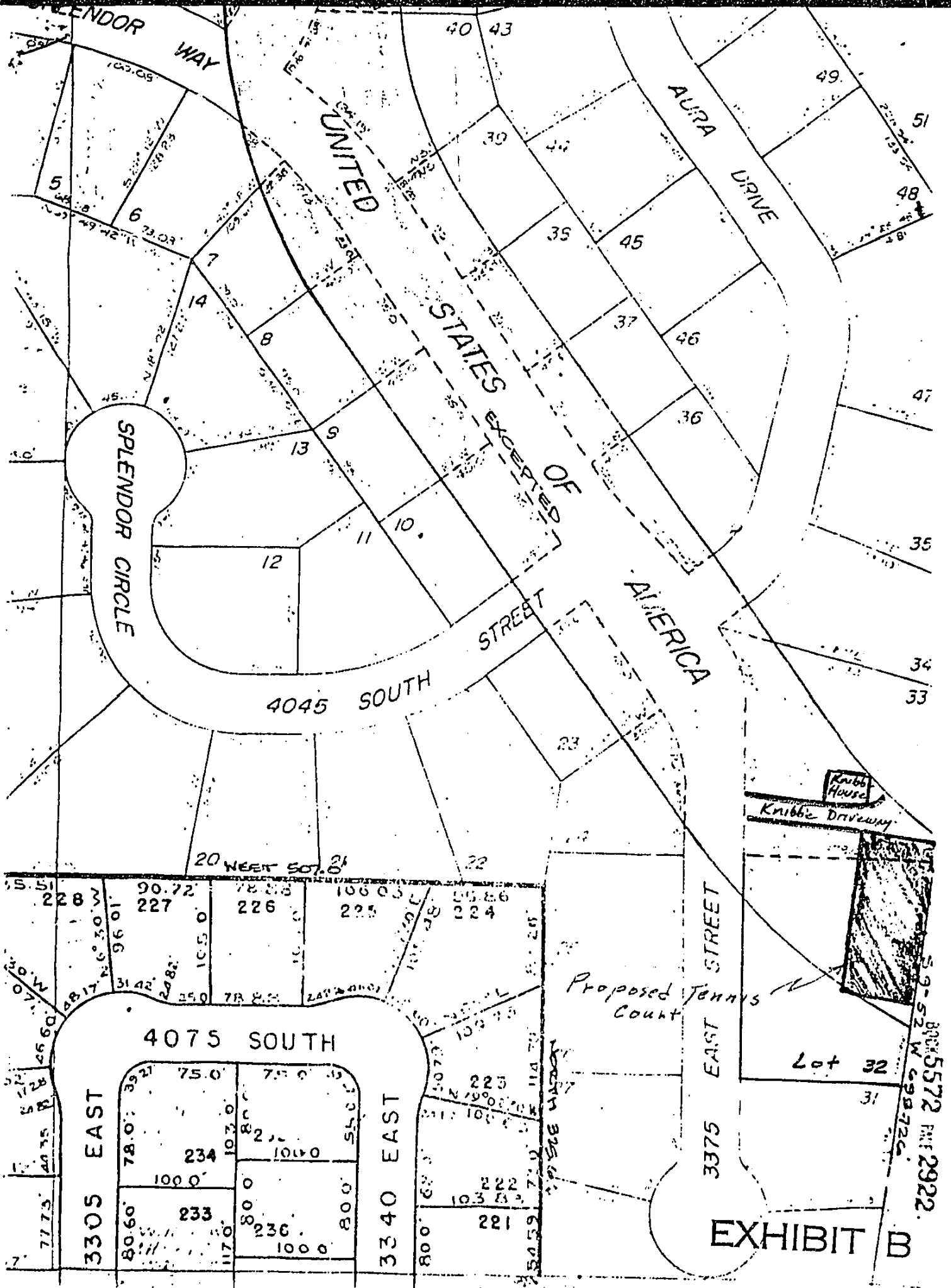


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EXHIBIT A

PLAN





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