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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
PROVO RIVER PROJECT
LICENSING AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
FERRIS J. KELLER AND NICK G. KALANTZES

5101629
25 JULY 91 09:14 AM
KATIE L. DIXON
RECODER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: KARMA BLANCHARD, DEPUTY

THIS LICENSE AGREEMENT, made this 12th day of June 1991, 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 referred to as the "Contracting Officer," and the FERRIS J. KELLER and NICK G. KALANTZES hereinafter referred to as the "Licensee."

WITNESSETH THAT:

2. WHEREAS, the Licensee, at its sole cost and expense, proposes to cross the Salt Lake Aqueduct, Provo River Project, State of Utah, 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 will not be incompatible with Project purposes;

3. NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the Project Works, 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, operate, and maintain a 24-inch-diameter storm drain across the Salt Lake Aqueduct.
- B. Period: 50 years from date hereof.
- C. Location: (In terms of Project Works Centerline Stationing): Salt Lake Aqueduct Station 1656+77.6
- D. Location (Legal Description): Section 10, Township 3 South, Range 1 East, Salt Lake Meridian
- E. Plans, Drawing, or Maps (Attached Hereto and made a Part Hereof): Exhibit "A" - Salt Lake Aqueduct Right-of-Way drawing
Exhibit "B" - storm drain crossing detail
- F. Land Status:
 Fee Title or withdrawn
 Easement or Reserved Right-of-Way

4. Work satisfactory. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, or maps attached hereto and in a manner satisfactory to the United States and the Metropolitan Water District of Salt Lake City, hereinafter called the District.

5. RIGHTS RESERVED. This License Agreement and all rights hereunder shall be held by the Licensee at all times subject to the rights of the United States and the District. Jurisdiction and supervision of the United States over the concerned lands are not surrendered or subordinated by issuance of this License Agreement. The United States reserves the right to issue additional licenses, rights-of-way, or permits for compatible uses of the lands involved in the License Agreement; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying licensee's expenses to relocate its 24-inch storm drain as may be required for such compatible use. There is also reserved the right of the United States, its officers, agents, employees, licensees, and permittees, and the right of 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.

6. HOLD HARMLESS.

A. The United States and the District, their officers, agents, employees, and assigns do not assume any liability resulting from the granting of this license or the exercise thereof 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 than may result from the exercise of any of the privileges herein conferred.

B. The Licensee further agrees that the United States, its officers, agents, 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 Agreement.

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 License Agreement shall be construed as releasing the United States or the District, from liability for their 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 will 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 within 30 days of receipt of an itemized bill therefore.

9. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States and the District from and against any action which challenges the Licensee's use of Project right-of-way facilities under this License Agreement, provided the United States or the District promptly tenders such defense prior to the time an answer is due in the proceedings.

10. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with due care to avoid damage to or obstruction of the

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Salt Lake Aqueduct 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. The United States, at its option, may terminate this License Agreement for nonuse of the licensed lands by the Licensee for a period of two (2) continuous years. In any event this license shall expire by limitation at the end of the period recited in Article 3B. All rights granted to the licensee under this License Agreement are subject to termination upon failure of Licensee to comply with the terms of this License Agreement.

12. REMOVAL OF FACILITIES. The United States, its agents or assigns, will determine if the Licensee's facilities will be removed upon termination. If the United States, its agents or assigns, determines that the facility shall be removed, removal will be made within thirty (30) days after termination, and the site will be restored as nearly as practicable to its original condition. Removal of the facilities and restoration of the site will be at the sole expense of the licensee.

13. ASSIGNMENT OR TRANSFER. This license shall not be assigned or transferred by the Licensee without the prior written consent to the United States and the District.

14. SUCCESSORS IN INTEREST OBLIGATED. This License 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 Agreement 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 License Agreement without liability or in its discretion to require the Licensee to pay, in addition to the License Agreement 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 License Agreement or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this License Agreement 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 the 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.

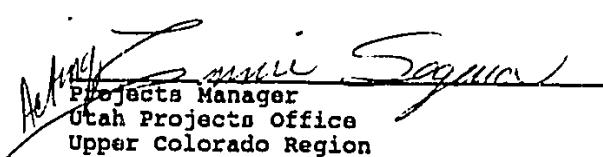
B. Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the Licensee's expense.

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.

See Exhibit "C"

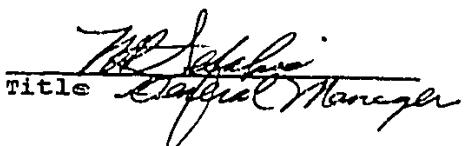
IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

UNITED STATES OF AMERICA


Alan J. Sogard
Projects Manager
Utah Projects Office
Upper Colorado Region
Bureau of Reclamation

APPROVED:

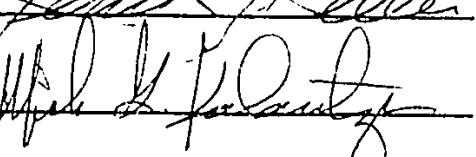
Metropolitan Water District
of Salt Lake City


Title: Project Manager

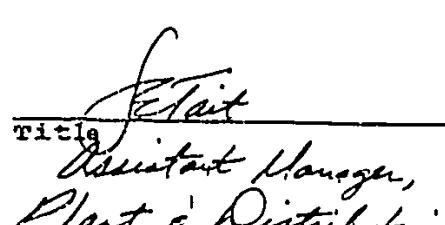
LICENSEE

Ferris J. Keller
Nick G. Kalantzes

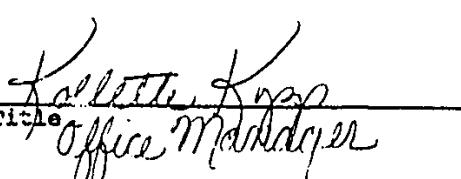
By: 

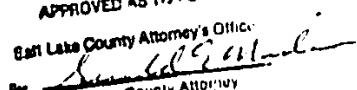
By: 

ATTEST:

By: 
Title: Assistant Manager,
Plant & Distribution

ATTEST:

By: 
Title: Office Manager

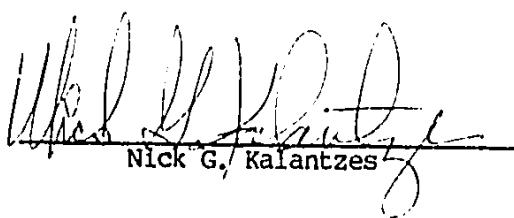
APPROVED AS TO FORM
Salt Lake County Attorney's Office
By: 
Deputy County Attorney
Date: 7-11-91
07

Transfer of License Agreement - Contract No. 1-LM-41-00790
24-Inch Storm Drain Crossing
Salt Lake Aqueduct-Provo River Project

As authorized in Bureau of Reclamation, Utah Projects Office letter, UPO-454, dated June 20, 1991, the undersigned parties hereby transfer to Salt Lake County, the license agreement granted them by the Bureau of Reclamation, Utah Projects Office, on June 12, 1991, under Contract No. 1-LM-41-00790, which authorizes the construction of a storm drain crossing the Salt Lake Aqueduct at Station 1656+77.



Ferris J. Keller

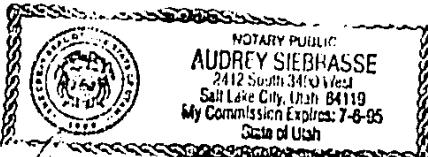


Nick G. Kalantzes

6-24-91
Date

APPROVED AS TO FORM
Salt Lake County Attorney's Office
By: David G. Keller
Of: Salt Lake County Attorney
Date: 7-11-91

07



Witnessed by
Audrey Siebrasse

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EQUATION $\frac{STA. 1611 + 56.0 DK.}{STA. 1611 + 61.8 RH}$

STA. 1612 + 66.1

N 6° 46' 30" W

GORDON P. MARSH
TRACT 408

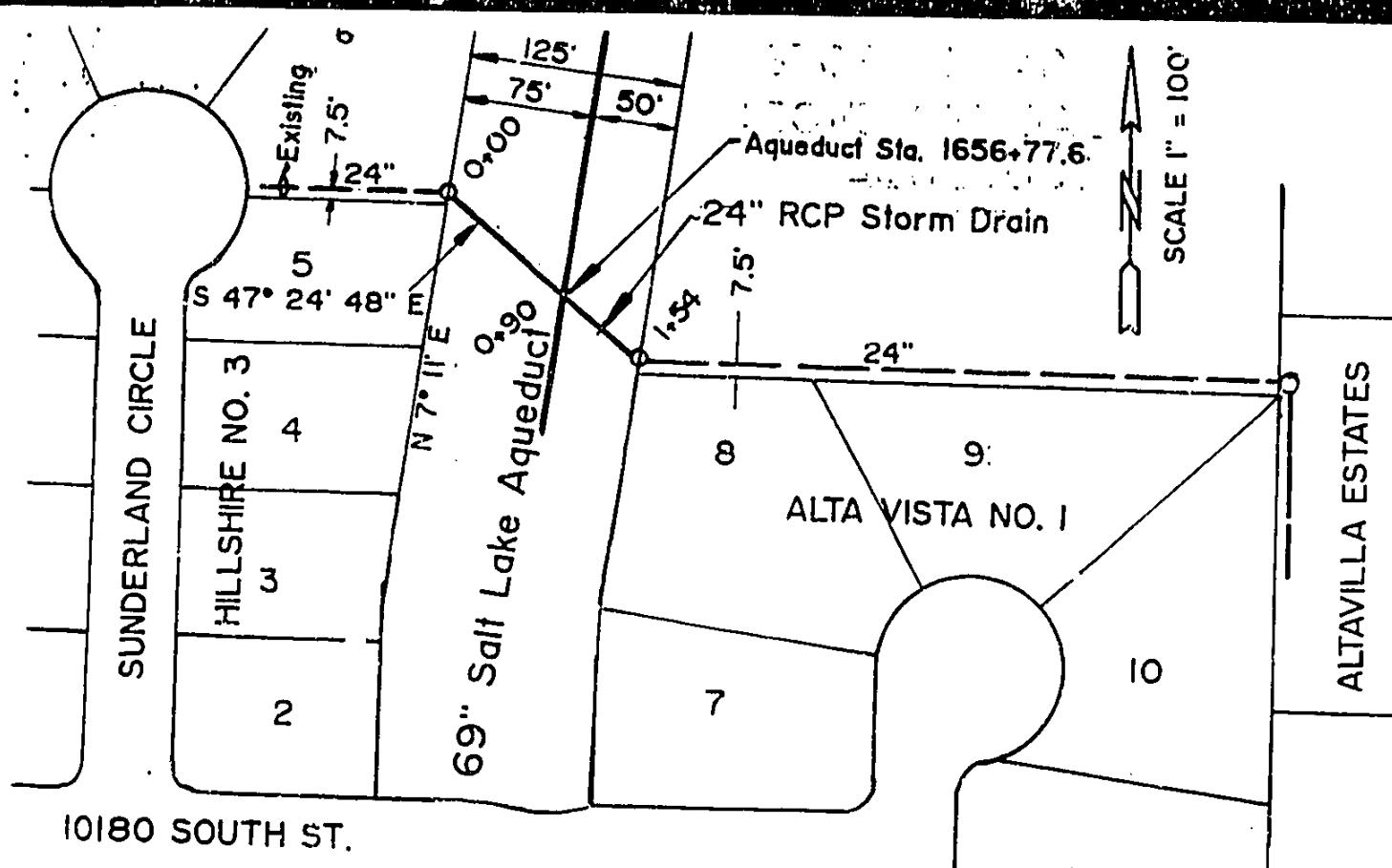
JOHN W. BENTLE
TRACT 410

811.520.156-000

DK 6339 PC 1 959



0 400 800
SCALE OF FEET



10180 SOUTH ST.

2505 EAST

PLAN

2570 EAST

Flexible Joint Within 12"
Of Encasement Both Ends.

6" Min. Concrete Encasement
Top, Sides and Bottom
(28 day = 3000 psi)

6" Thick Layers 90% Max.
Density ASTM Part 19,
D-698.

Place Metallic Strip
Over 24" RCP

24" RCP

24" RCP

69" USBR PIPE

69" USBR PIPE

PROFILE
1" = 10'

SECTION
1" = 10'

EXHIBIT B

24" STORM DRAIN CROSSING
ABOVE 69" SALT LAKE
AQUEDUCT

8K6339PC1961

Exhibit "C"
Special Provisions

PROTECTION CRITERIA FOR
BUREAU OF RECLAMATION CORRIDORS

1. All temporary or permanent changes in ground surfaces within United States right-of-way are to be considered to be encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.
2. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed on to or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States right-of-way. Small transverse drainage channels may be unlined; however, major transverse drainage channels must be concrete lined or protected by adequately sized riprap for distance of at least 20 feet normal to the centerline on each side of the facility or within the right-of-way, whichever is less.
3. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of water users or United States.
4. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvement strictly in accordance with approved plans or specifications.
5. The ground surfaces within United States rights-of-way must be restored to a condition as near as practicable to that which existed before the encroaching structure previously approved and construct the improvement strictly in accordance with approved plans or specifications.
6. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the District and/or the United States upon completion of construction and shall provide the District or Association with one copy and the United States with two copies of as-built drawings showing actual improvements constructed in, on, or along the rights-of-way.
7. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District or Association at least 10 days notice in writing before entering upon United States rights-of-way for the purposes of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

8. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

9. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the United States facility whenever possible. In no case will mechanical compaction using heavy equipment be allowed with 18 inches of the United States facility.

10. That the backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted 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, DK-2049, par. 7.1.2, wetmethod.

11. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

12. Owners of encroaching facilities shall notify the United States and the District or Association at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States and/or the District or Association.