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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: UNITED STATES DEPARTMENT  
OF THE INTERIOR AND DALE NICKERSON

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT NORTH  
SOUTH LINE BETWEEN SECTION 25 AND 26, TOWNSHIP 1 SOUTH,  
RANGE 1 WEST, UTE PRINCIPAL MERIDIAN, WATER PIPELINE  
CROSSING OVER ORCHARD MESA CANAL NO 2 OF GRAND VALLEY  
PROJECT

CITY DEVELOPMENT: PUBLIC WORKS

YEAR: 1980

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE



**United States Department of the Interior**  
**WATER AND POWER RESOURCES SERVICE**

UPPER COLORADO REGION  
GRAND JUNCTION PROJECTS OFFICE  
764 HORIZON DRIVE  
GRAND JUNCTION, COLORADO 81501

IN REPLY  
REFER TO: GJ-450  
770.

SEP 20 1966

James E. Patterson, Jr.  
Director of Public Works  
5th and Rood Avenue  
Grand Junction, Colorado 81501

Dear Mr. Patterson:

Enclosed is a duplicate original license agreement between the United States and Dale Nickerson for a water pipeline crossing over the Orchard Mesa Canal #1 of the Grand Valley Project.

This agreement has been executed by the United States and the enclosed copy is for your records.

Sincerely yours,

J. F. Rinckel  
Projects Manager

Enclosure

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
WATER AND POWER RESOURCES SERVICE

ORCHARD MESA DIVISION, GRAND VALLEY PROJECT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 29 day of July, 1980 pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, among the UNITED STATES OF AMERICA, acting by and through the Water and Power Resources Service, Department of the Interior, herein after called the United States, the City of Grand Junction, hereafter called the City and Dale Nickerson, hereinafter called the Licensee;

WITNESSETH, That:

2. WHEREAS, the Licensee proposes to construct, operate, replace, repair, and maintain a six-inch Water Pipeline on, under, and across the right-of-way of the United States, reserved by the Act of August 30, 1890, for the Orchard Mesa Canal No. 1 and appurtenant structures of the Orchard Mesa Division of the Grand Valley Project, hereinafter called the Canal, and the granting of a license to utilize a portion of the Canal right-of-way, 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 and for the sum of Twenty-five dollars (\$25.00), the United States hereby grants to the Licensee, upon the terms hereinafter provided, a license for a period of fifty (50) years from the date hereof, to bury, operate, maintain, replace, and repair a six-inch Water Pipeline, hereinafter called the Pipeline, under the Canal which is at the intersection at B 1/4 and 27 Roads

on the North-South line between Section 25 and 26, Township 1 South, Range 1 West, Ute Principal Meridian, Mesa County, Colorado, at the location shown on Exhibit "A" attached hereto and by this reference made a part hereof.

4. The licensee agrees to construct the pipeline to the satisfaction of the United States, the Orchard Mesa Irrigation District hereinafter called the District, and the City.

5. Upon approval and acceptance of pipeline by the City, the City agrees to include and maintains the pipeline in the City Water System.

6. The Licensee agrees to the following until the crossing is accepted by the City and from then on the City agrees:

(a) That said pipeline is to be installed by augering or driving under the Orchard Mesa Canal No. 1. The top of the pipe must be a minimum of two (2) feet below the lowest point of the canal bed. Any disturbed area will be backfilled with suitable materials and methods approved by the United States to obtain 95% of maximum compaction density.

(b) That the work performed under this license agreement shall be satisfactory to the United States and the District.

(c) 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 the construction, operation and maintenance of the Canal;

(d) That the Pipeline will be constructed, 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 Canal;

(e) 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 District, which result from the exercise of the privileges conferred by this license shall be borne by the Licensee;

(f) To relocate or alter the Pipeline 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 Pipeline shall be accomplished in a manner acceptable to the United States and the District;

(g) 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, maintenance of the Pipeline and agrees to release the United States and the District from all claims for damage to the Pipeline which may hereafter result from the construction, operation, or maintenance of the Canal; however, this shall not be construed to include negligence or wrongful acts of the United States or the District, their agents or assigns;

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

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

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

7. The Licensee or City agrees to notify the United States and the District when the Licensee has no further need for the Pipeline; thereupon, this agreement will terminate but in any event will expire fifty (50) years from the

date hereof. All rights granted to the Licensee under this agreement may be cancelled at the option of the United States upon failure by the Licensee to comply with the terms hereof. Written notice of intended cancellation will be given to the Licensee at least thirty (30) days before the effective date thereof, during which period the Licensee will have the opportunity to make appropriate corrections which, if made, will stop the cancellation. The Licensee will remove the Pipeline within thirty (30) days after cancellation, termination, or expiration, failing in which the Licensee thereby transfers its right, title, and interest in the Pipeline to the United States.

8. This License Agreement shall not be effective until approved by the District and executed by the City and is effective only as against such interest as the United States may have in and to the right-of-way affected hereby.

9. 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 Licensee or City without the written consent of the United States.

10. The Licensee 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 agreement or contingent fee, excepting 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.

11. 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.

\*Appd. Sol. Off.  
Richard J. Robinson

UNITED STATES OF AMERICA

By Dan H. Burnett  
Regional Supervisor of Water and Power  
Upper Colorado Region  
Water and Power Resources Service

APPROVED:

CITY OF GRAND JUNCTION

ORCHARD MESA IRRIGATION  
DISTRICT

By James E. Patterson Jr  
Director of Public Works

By Don Caraway

ATTEST:

ATTEST:

Meva B. Lockhart, CMC  
City Clerk

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DALE NICKERSON

Dale Nickerson

