

USA82GVP

TYPE OF RECORD: ACTIVE NON-PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: UNITED STATES OF AMERICA, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LICENSE AGREEMENT DATED FEBRUARY 16, 1982 FOR THE GRAND VALLEY PROJECT - RECONSTRUCTION OF A BRIDGE ACROSS THE GOVERNMENT HIGHLINE CANAL FROM 2 LANES TO 4 LANES

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1982

EXPIRATION DATE: 02/16/32

DESTRUCTION DATE: 01/39

*Copy to
Bureau
1-16-82*

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Grand Valley PROJECT

LICENSE AGREEMENT
between the
UNITED STATES OF AMERICA
and

City of Grand Junction

THIS LICENSE AGREEMENT, made this 16th day of February,
1982, 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," and City of Grand Junction

hereinafter styled "Licensee."

WITNESSETH THAT:

2. WHEREAS, the Licensee, at its sole cost and expense, proposes to
cross the Government Highline Canal of the Grand Valley Project
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, 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 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: Reconstruction of a bridge across the Government Highline
Canal from 2 lanes to 4 lanes

B. Period: 50 years from date hereof.

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

Approximate Station 1002+00 (based on outlet end of tunnel No. 3
equals 334+00)

D. Location (Legal Description):

E 1/2 SE 1/4 NE 1/4 of Section 36, T1N, T1W, Ute Principal Meridian

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

Exhibit "A" - location map (a portion of the Grand Junction Co. 7½ min. quad.)

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. 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, 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 for itself, its officers, agents, employees, and its assigns does not assume any liability and Licensee agrees to indemnify and hold the United States, its officers, agents, employees, and its 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, its 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.

6. WORK SATISFACTORY. 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, its agents or assigns.

7. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, its 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 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 will promptly pay to the United States or its agents or assigns responsible for Project operation and maintenance, the full amount of such additional expense upon receipt of an itemized bill therefor.

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 licensed 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.

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

By Frank W. Krell
Regional Director
Salt Lake City, Utah

LICENSEE

CITY OF GRAND JUNCTION

By James R. Bush
Title Mayor

By Mona B. Lockhart, CMC
Title City Clerk

CONCUR:

GRAND VALLEY WATER USERS ASSOCIATION

Grand Valley Water Users' Association
District/Association

By Allen P. J. J. J.
Title President

ATTEST:

By Charles E. J. J.
Title Vice-President

Special Provisions

1. The irrigation facility of the Grand Valley Water Users Association are used in the delivery of water for irrigation purposes. Construction, operation and maintenance under this license shall not interfere with the water deliveries. Licensee shall require its contractors to fully coordinate construction with the Grand Valley Water Users Association arranging suitable time schedules for installation of necessary structures on project facilities.
2. Licensee shall require its contractors to notify the manager to the Grand Valley Water Users Association and the Bureau of Reclamation (Lands and Rights-of-way Branch) at least 48 hours in advance of initiating installation of necessary structures and within 48 hours of completion before backfilling to allow for inspection and compliance with Article 6.
3. The Licensee shall replace or cause replacement of irrigation related structures which are destroyed, damaged, or disturbed as the result of the issuance of this license.
4. Should the bridge need repairs or replacement, the licensee shall repair or replace at its own expense.
5. The bridge shall be constructed in accordance with the plans and specifications for Horizon Drive. Highline Canal Bridge Reconstruction Project as submitted by the City of Grand Junction on January 7, 1982.
6. All changes in plans and specifications after January 7, 1982 must be submitted to the United States Bureau of Reclamation (Lands and Rights-of-way branch) for approval prior to any construction activities.
7. The contractor will complete necessary construction activities to allow delivery of water through the canal on April 1, 1982.

EXHIBIT "A"

CITY of GRAND JUNCTION
bridge crossing over
Gov't Highline Canal
E 1/2 SE 1/4 of Sec. 36
T1N, R1W, Ute p.m.

Grand Junction 7 1/2 min. quad.

