

USA8515S

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **CONTRACT**

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

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: LICENSE  
AGREEMENT DATED FEBRUARY 2, 1985 TO DO LATERAL ALIGNMENT  
MODIFICATION AND DITCH MODIFICATIONS WITHIN THE GRAND  
VALLEY PROJECT (STREET IMPROVEMENT ALONG 15<sup>TH</sup> STREET FROM  
PATTERSON ROAD TO RIDGE DRIVND ALONG HERMOSA AVENUE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 1985

EXPIRATION DATE: 2/22/25

DESTRUCTION DATE: 1/42



# United States Department of the Interior

BUREAU OF RECLAMATION  
UPPER COLORADO REGION  
GRAND JUNCTION PROJECTS OFFICE  
P.O. BOX 1889  
GRAND JUNCTION, COLORADO 81502

IN REPLY  
REFER TO: GJ-450  
770.

February 22, 1985

Mr. Mark Achen  
City Manager  
City of Grand Junction  
250 North 5th Street  
Grand Junction, Colorado 81501

Dear Mr. Achen:

Enclosed for your records is a fully executed copy of the License Agreement for the lateral alignment modifications and an executed copy of the License Agreement for the ditch modifications, both within the Grand Valley Project.

Thank you for your cooperation and assistance in this matter.

Sincerely yours,

J. F. Rinckel  
Projects Manager

Enclosure

cc: Mr. Bill Klapwyk, Manager  
Grand Valley Water Users Association  
500 South 10th Street  
Grand Junction, Colorado 81501  
(w/enclosure)

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 22nd DAY OF February, 1985, 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 "CONTRACTING OFFICER," AND

CITY OF GRAND JUNCTION

HEREINAFTER REFERRED TO AS "LICENSEE."

WITNESSETH THAT:

2. WHEREAS, THE LICENSEE, AT ITS SOLE COST AND EXPENSE, PROPOSES TO DO LATERAL ALIGNMENT MODIFICATION GRAND VALLEY PROJECT, STATE OF COLORADO, 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 DO STREET IMPROVEMENTS WHICH REQUIRE MODIFICATION OF BUREAU OF RECLAMATION LATERALS ALONG 15TH STREET FROM PATTERSON RD. TO RIDGE DR. AND ALONG HERMOSA AVE. ON REDEFINED UNITED STATES EASEMENT

B. PERIOD: 50 YEARS FROM DATE HEREOF.

C. LOCATION (IN TERMS OF PROJECT WORKS CENTERLINE STATIONING)  
N/A

D. LOCATION (LEGAL DESCRIPTION)  
SW4 OF SEC 1, T1S, R1W, UTE P.M.

E. PLANS, DRAWINGS OR MAPS (ATTACHED HERETO AND MADE A PART  
HEREOF):  
EXHIBIT A- GENERAL LOCATION MAP  
EXHIBIT B- LOCATION MAP  
EXHIBIT C- PLAN DRAWINGS (5 PAGES)

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  
GRAND VALLEY WATER USERS ASSOCIATION  
HEREINAFTER CALLED THE "MANAGING ENTITY".

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 MANAGING ENTITY. 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 THIS LICENSE AGREEMENT. THERE IS ALSO RESERVED THE RIGHT OF THE UNITED STATES, ITS OFFICERS, AGENTS, EMPLOYEES, LICENSEES, AND PERMITTEES AND THE RIGHT OF THE MANAGING ENTITY, 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 MANAGING ENTITY, 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 MANAGING ENTITY, 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 MANAGING ENTITY, THEIR OFFICERS, AGENTS, EMPLOYEES, AND 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 AND THE MANAGING ENTITY CONTAINED IN THIS LICENSE AGREEMENT.

7. RELEASE FROM LIABILITY.

THE LICENSEE HEREBY RELEASES THE UNITED STATES AND THE MANAGING ENTITY, 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 MANAGING ENTITY, 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 PROMPTLY PAY TO THE UNITED STATES AND/OR THE MANAGING ENTITY, THEIR 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 REIMBURSE THE UNITED STATES AND THE MANAGING ENTITY, FOR ALL COSTS AND EXPENSES INCURRED IN THE DEFENSE OF ANY ACTION WHICH CHALLENGES THE LICENSEE'S USE OF PROJECT RIGHT-OF-WAY OR FACILITIES UNDER THIS LICENSE AGREEMENT.

10. INTERFERENCE PROHIBITED.

THE LICENSEE SHALL USE, OCCUPY, AND MAINTAIN SAID FACILITIES WITH DUE CARE 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.

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 WILL DETERMINE IF THE LICENSEE'S FACILITIES WILL BE REMOVED UPON TERMINATION. IF THE UNITED STATES 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 OF THE UNITED STATES AND THE MANAGING ENTITY.

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 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 LICENSEE'S CONSTRUCTION OPERATIONS AND EQUIPMENT. MOVEMENT OF CREWS AND EQUIPMENT WITHIN THE RIGHTS-OF-WAY AND OVER ROUTES PROVIDED FOR ACCESS TO WORK SHALL BE PERFORMED IN A MANNER TO PREVENT DAMAGE TO GRAZING LAND, CROPS, OR PROPERTY.

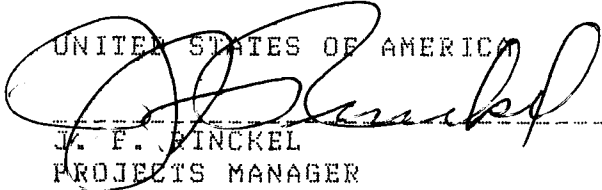
B. UPON COMPLETION OF THE WORK, THE CONSTRUCTION SITE SHALL BE SMOOTHED AND GRADED IN A MANNER TO CONFORM TO THE NATURAL TOPOGRAPHY OF THE LANDSCAPE AND SHALL BE REPAIRED, REPLANTED, RESEEDED, OR OTHERWISE CORRECTED AS DIRECTED BY THE CONTRACTING OFFICER AT THE LICENSEE'S EXPENSE.

20. SPECIAL PROVISIONS.

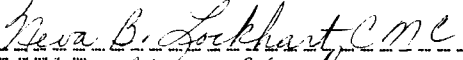
THE SPECIAL PROVISIONS, ATTACHED HERETO, ARE HEREBY MADE A PART OF THIS LICENSE AGREEMENT THE SAME AS IF THEY HAD BEEN EXPRESSLY SET FORTH HEREIN.

1 SPECIAL PROVISION(S) ARE ATTACHED

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  
  
J. F. WINCKEL  
PROJECTS MANAGER

CITY OF GRAND JUNCTION  
BY   
TITLE: MARK ACHEN  
CITY MANAGER

Attest:  
BY   
TITLE: City Clerk

APPROVED:

GRAND VALLEY WATER USERS ASSOCIATION

BY   
TITLE: ALLEN P. GOBBO  
PRESIDENT

ATTEST:  
BY   
TITLE

SPECIAL PROVISIONS

1. ALL WORK HAS BEEN DONE IN ACCORDANCE WITH CITY OF GRAND JUNCTION CONSTRUCTION PLAN AND PROFILE DRAWING

FIFTEENTH STREET IMPROVEMENT DISTRICT 1984  
PATTERSON ROAD TO RIDGE DRIVE AND ORCHARD AVENUE TO WALNUT  
HERMOSA AVENUE, 13TH STREET TO 15TH STREET  
PROJECT NO. 209-034098-901768-84094



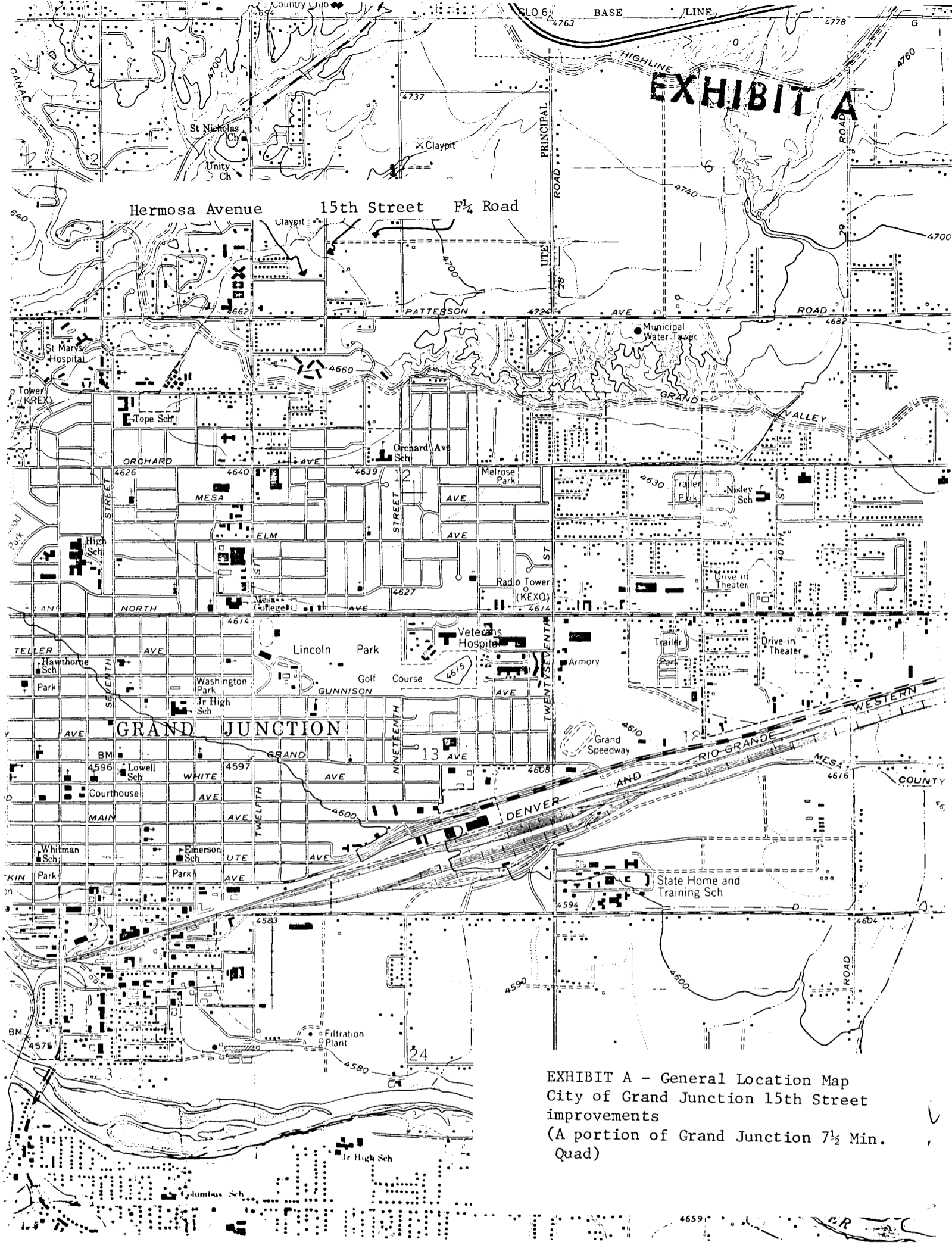
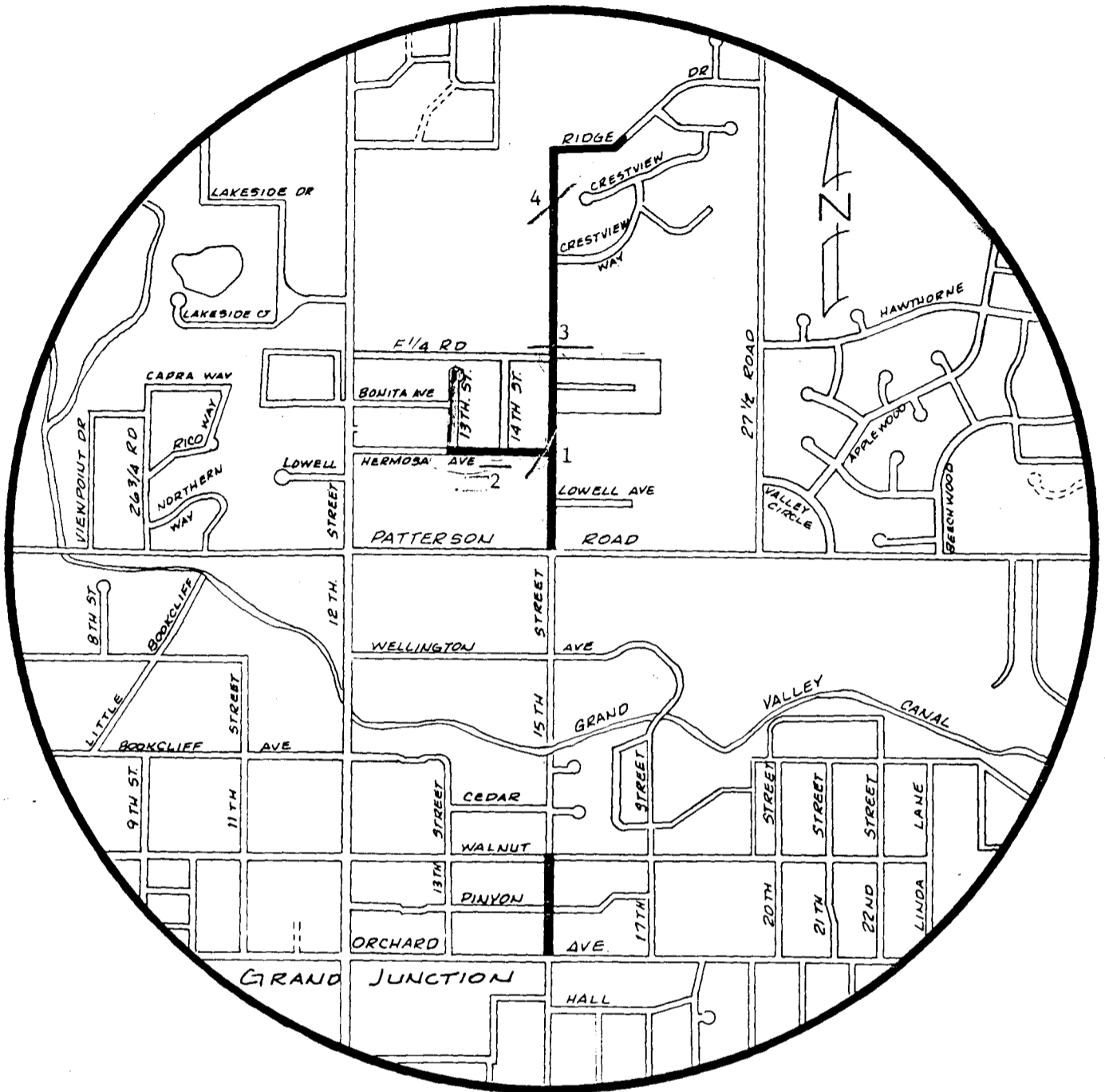


EXHIBIT A - General Location Map  
 City of Grand Junction 15th Street  
 improvements  
 (A portion of Grand Junction 7<sup>1</sup>/<sub>2</sub> Min.  
 Quad)

# EXHIBIT B



LOCATION MAP  
SCALE: 1" = 1,000'

EXHIBIT B - Location Map

# EXHIBIT C

Sheet 1 of 5

1330 HERMOSA

2911 14th ST

4447 E DRIVE

CONC. DRIVE

TM = 72.55  
TC = 72.46

14th St.

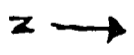
EXIST. 17'  
PVMT. 17'

EXHIBIT C - Page 1 of 5  
Improvement Nos. 1 and 2 -  
No. 1 15th St. and Hermosa - 18" RCP Siphon  
No. 2 South Side Hermosa Ave 18" RCP Siphon  
(Pages 1-3)  
(A portion of sheets 7 & 8 of City of Grand Junction 15th Street improvement drawings Project No. 209-034098-901168-84094)

DRIVE  
(UNDER CONST.)  
4464 E 25' CONC.  
DRIVEWAY SECT.

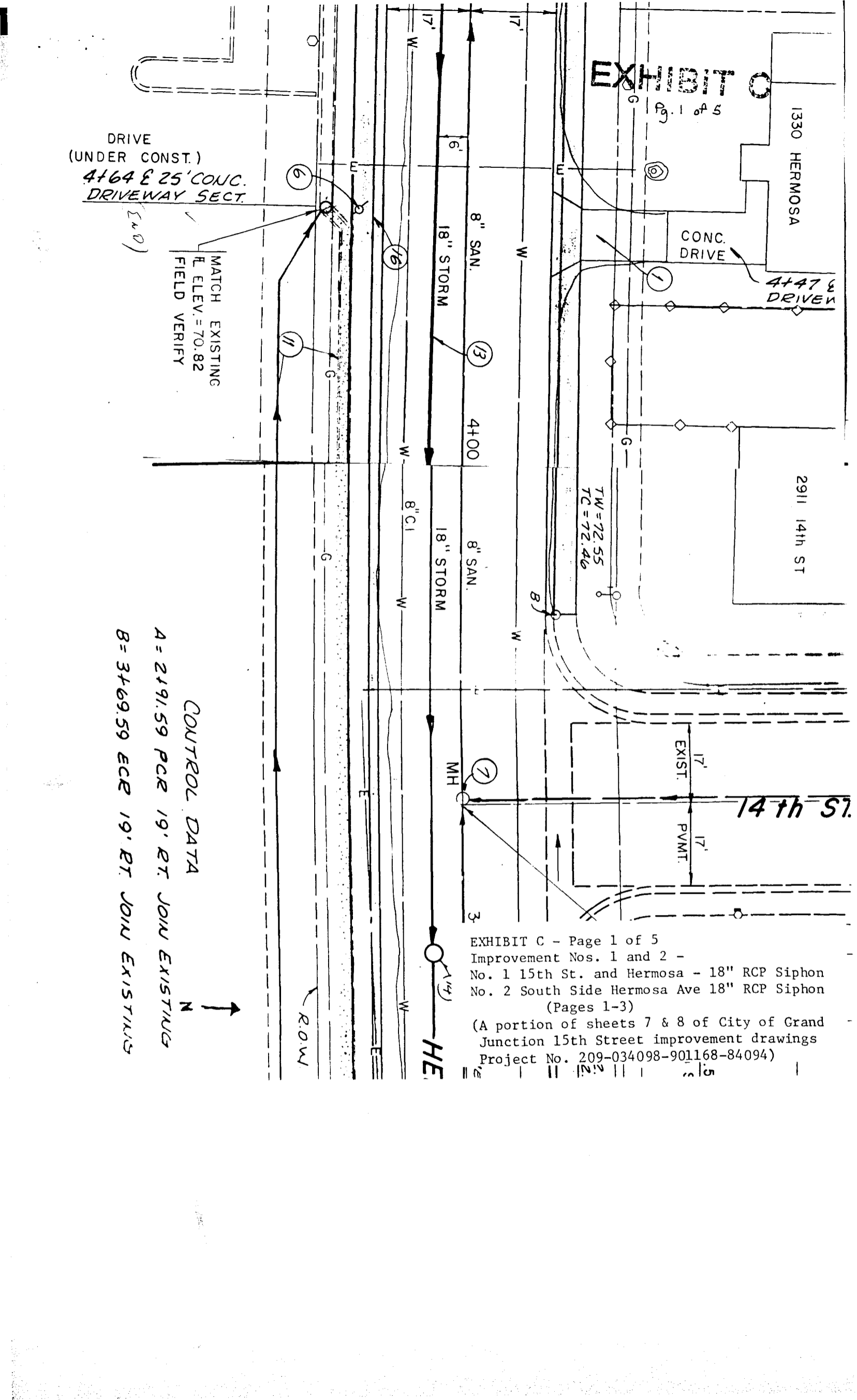
MATCH EXISTING  
F. ELEV. = 70.82  
FIELD VERIFY

CONTROL DATA  
A = 2191.59 PCR 19' RT JOIN EXISTING  
B = 3469.59 ECR 19' RT JOIN EXISTING



R.O.W

HE



# EXHIBIT C

2 of 5

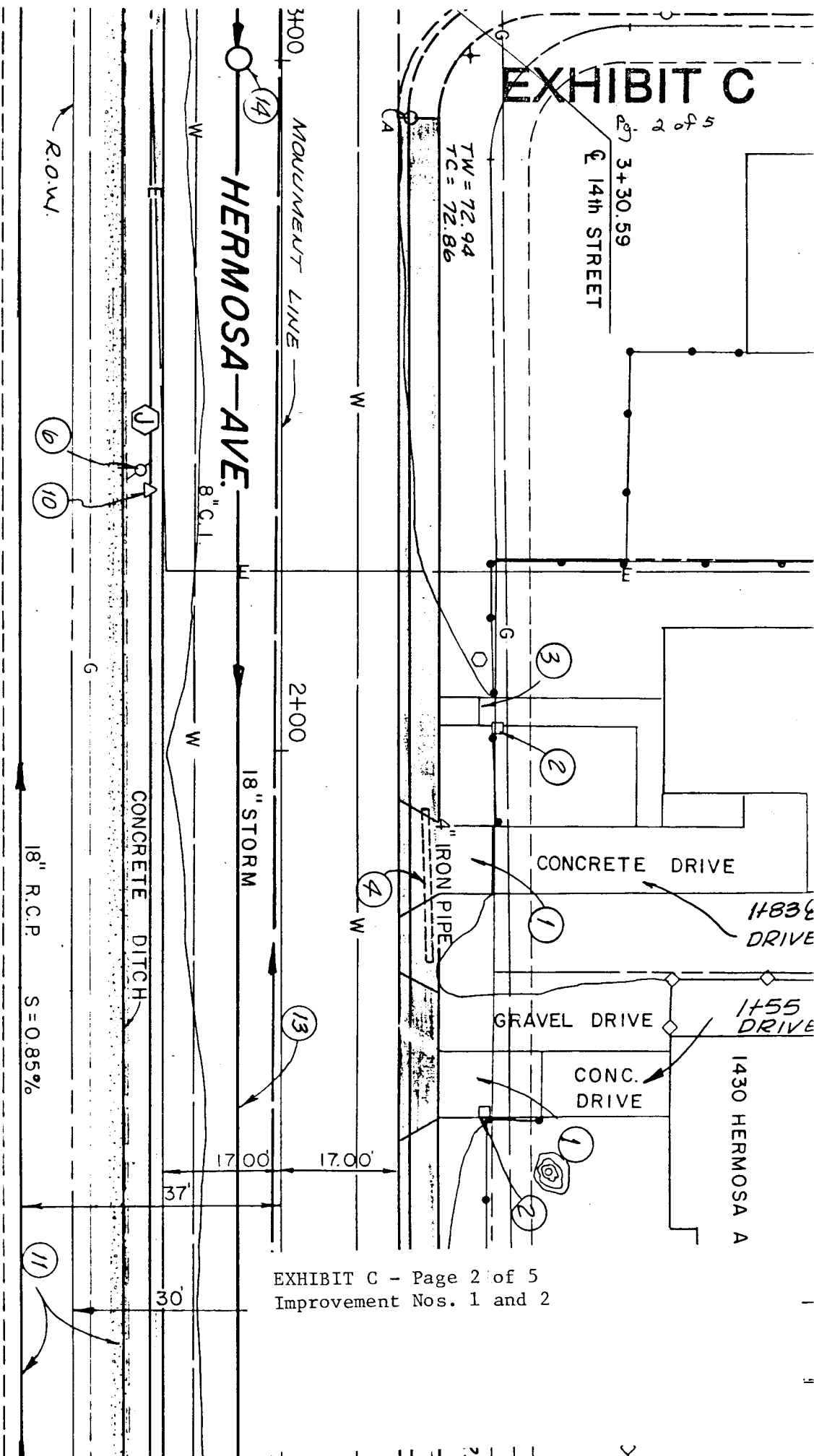


EXHIBIT C - Page 2 of 5  
Improvement Nos. 1 and 2

BENCH MARK (U)  
NAIL IN P.P.  
ELEV. 4674.29

2945-013-11-001

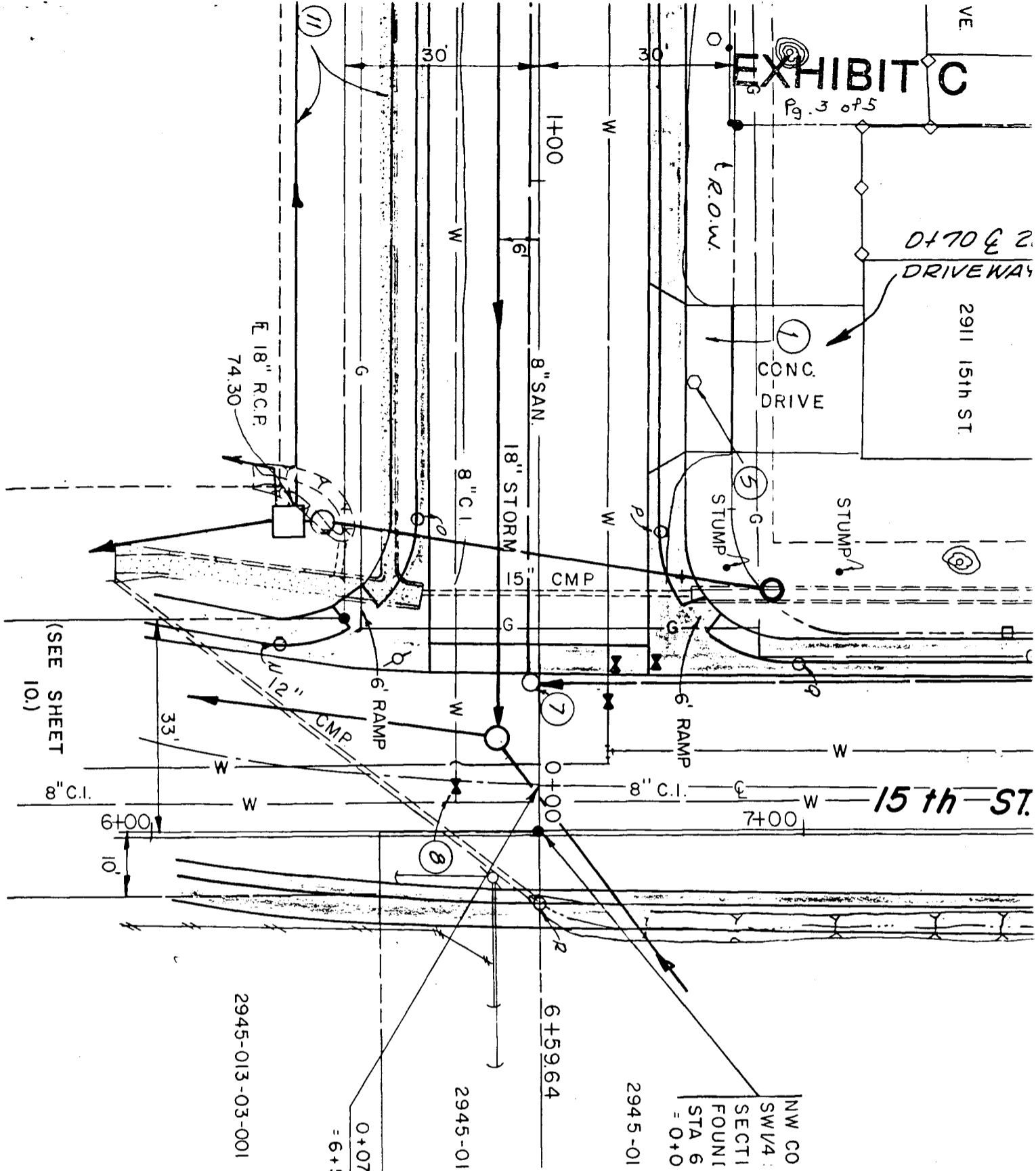
W/ EXISTING

W/ EXISTING

- NU =
- Δ = 98° 16' 50"
- R = 20.00'
- L = 34.31'
- Ch = 30.26'
- O = 0+49.03 PCR 19' LT. BK. CURB
- P = 0+45.65 PCR 19' RT. BK. CURB
- Q = 0+19 ECR 38.65' RT. BK. CURB
- Δ = 89° 29' 05"
- R = 20.00'

# EXHIBIT C

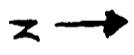
P. 3 of 5



NW CO  
SW 1/4  
SECT 1  
FOUNT  
STA 6  
= 0+0

EXHIBIT C - Page 3 of 5  
Improvement Nos. 1 and 2

2945-013-03-001  
0+07.00 HERMOSA  
= 6+58.64 @ 15th ST.  
2945-013-00-037  
6+59.64



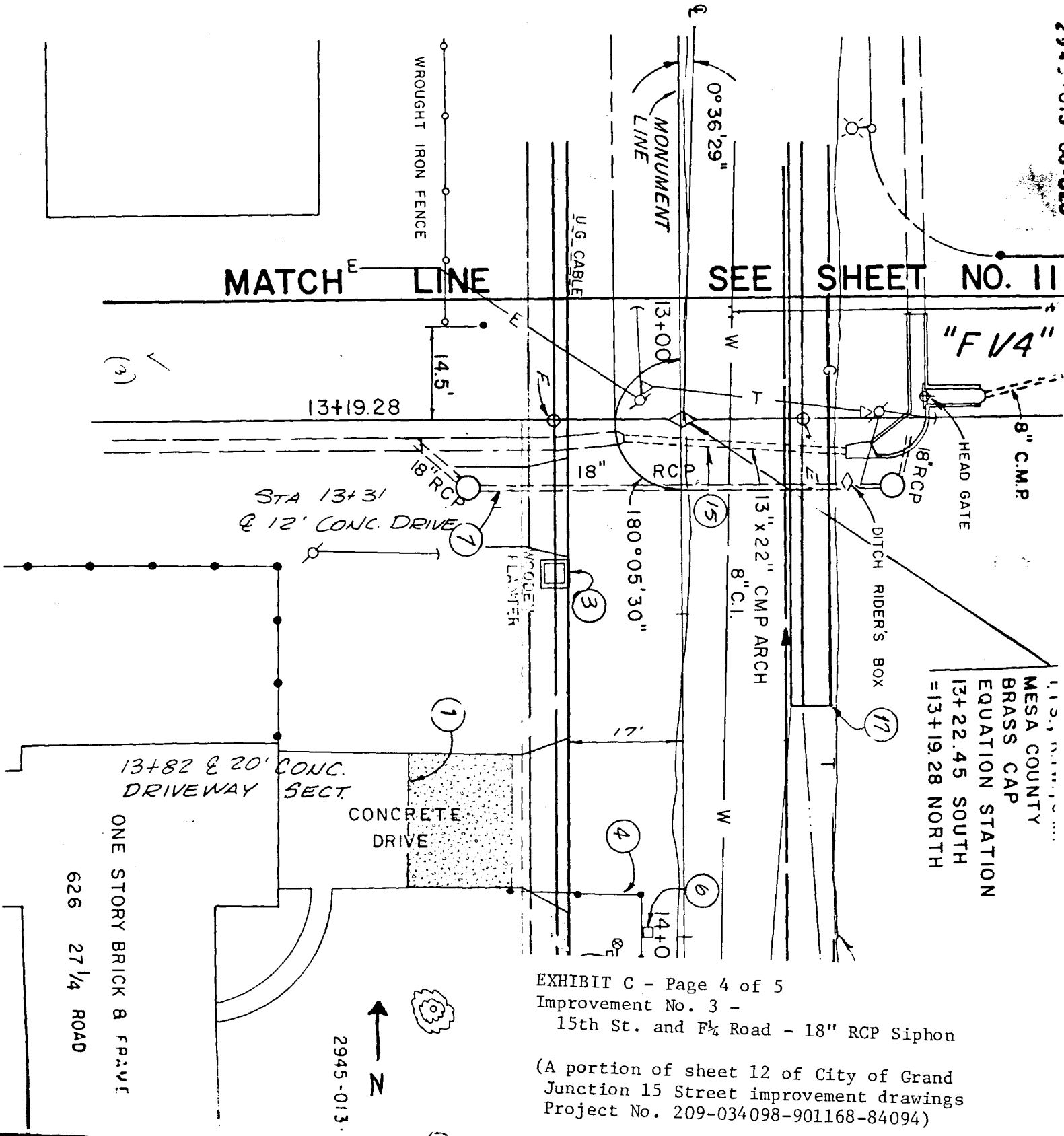
- 1. EXTEND PAYMENT DRIVEWAY
- 2. RESET
- 3. EXTEND

(SEE SHEET 10.)

PLAN	SURVEYED	
NOTE BOOK	PLOTTED	
NO.	ALIGNMENT CHECKED	
	RT. OF WAY CHECKED	

# EXHIBIT C

P. 4 of 5



15th St. and F 1/4 Rd  
 MESA COUNTY  
 BRASS CAP  
 EQUATION STATION  
 13+22.45 SOUTH  
 = 13+19.28 NORTH

EXHIBIT C - Page 4 of 5  
 Improvement No. 3 -  
 15th St. and F 1/4 Road - 18" RCP Siphon

(A portion of sheet 12 of City of Grand Junction 15 Street improvement drawings Project No. 209-034098-901168-84094)

2945-013-08-000

2945-013-08



ONE STORY BRICK B FRAME  
 626 27 1/4 ROAD

13+82 @ 20' CONC. DRIVEWAY SECT.

CONCRETE DRIVE

STA 13+31 @ 12' CONC. DRIVE

MATCH LINE

SEE SHEET NO. 11

"FV4"

8" C.M.P. HEAD GATE

DITCH RIDER'S BOX

13'x22" CMP ARCH

8" C.I.

180° 05' 30"

18" RCP

18" RCP

WROUGHT IRON FENCE

U.G. CABLE

MONUMENT LINE

0° 36' 29"

13+00

13

14

15

16

17

18

19

20

21

22

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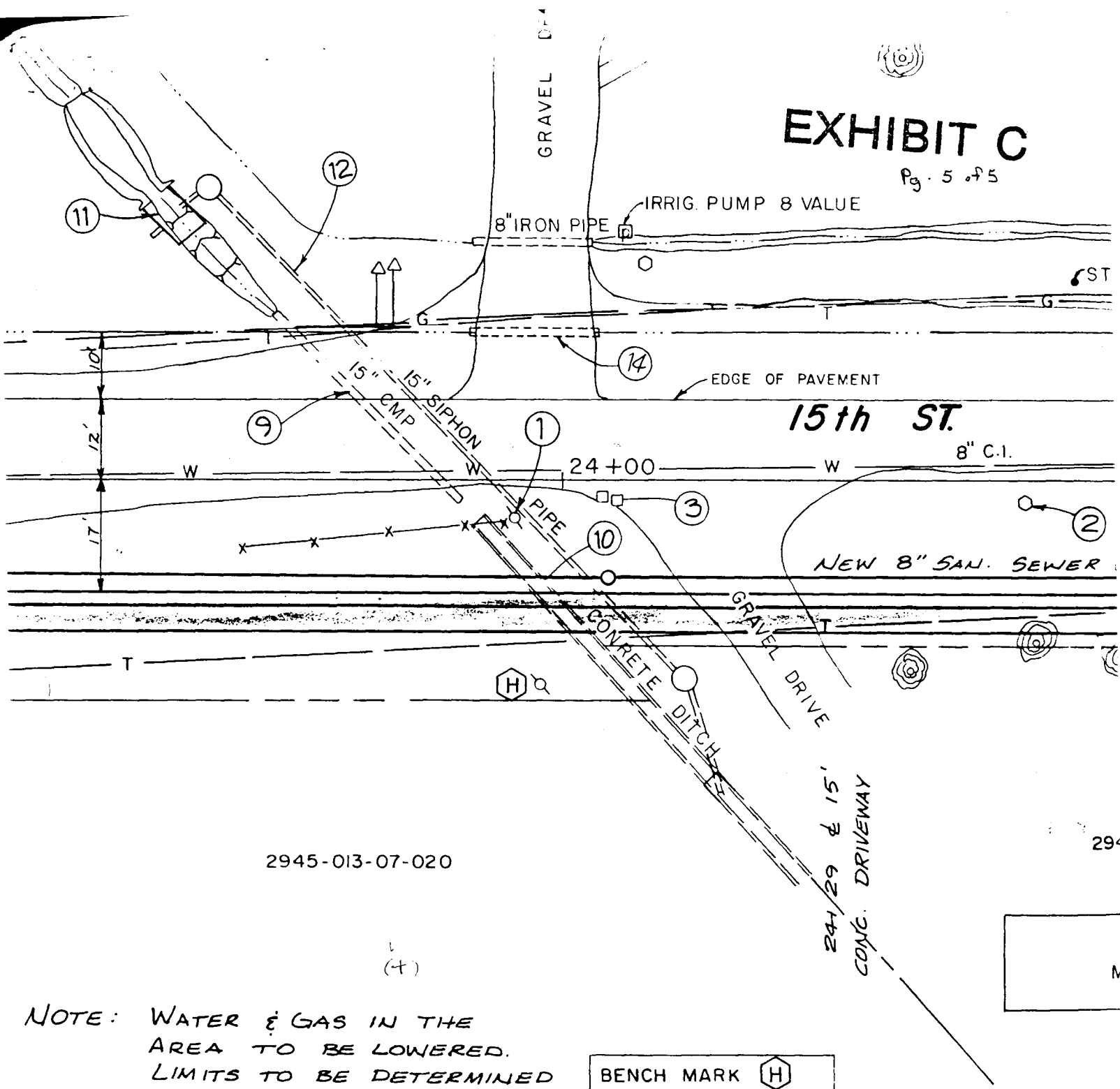
44

45

46

# EXHIBIT C


Pg. 5 of 5



2945-013-07-020

(+)

NOTE: WATER & GAS IN THE AREA TO BE LOWERED. LIMITS TO BE DETERMINED BY THE APPROPRIATE AGENCIES.

BENCH MARK   
 NAIL IN POWER POLE  
 ELEV. 4708.36

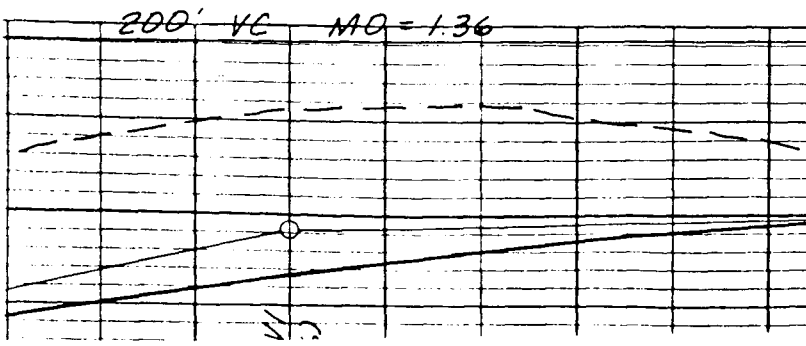


EXHIBIT C - Page 5 of 5  
 Improvement No. 4 -  
 15th Street - 15" PVC Siphon

(A portion of sheet 14 of City of Grand Junction 15th Street improvement drawings Project No. 209-034098-901168-84094)

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
GRAND VALLEY PROJECT

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THIS LICENSE AGREEMENT, MADE THIS 22nd DAY OF February,  
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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:  
REPLACE EXISTING DITCH WITH A FIFTEEN-INCH PIPED  
SYSTEM FROM 15TH STREET TO 28 1/4 ROAD ALONG  
PATTERSON ROAD ON REDEFINED UNITED STATES EASEMENT
- B. PERIOD: 50 YEARS FROM DATE HEREOF.
- C. LOCATION (IN TERMS OF PROJECT WORKS CENTERLINE STATIONING)  
N/A



D. LOCATION (LEGAL DESCRIPTION)  
SEC 12 T1S,R1W AND SEC 7 T1S,R1E UTE P.M.

E. PLANS, DRAWINGS OR MAPS (ATTACHED HERETO AND MADE A PART  
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EXHIBIT A- GENERAL LOCATION MAP

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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 AND/OR THE MANAGING ENTITY, THEIR 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 REIMBURSE THE UNITED STATES AND THE MANAGING ENTITY, FOR ALL COSTS AND EXPENSES INCURRED IN THE DEFENSE OF ANY ACTION WHICH CHALLENGES THE LICENSEE'S USE OF PROJECT RIGHT-OF-WAY OR FACILITIES UNDER THIS LICENSE AGREEMENT.

10. INTERFERENCE PROHIBITED.

THE LICENSEE SHALL USE, OCCUPY, AND MAINTAIN SAID FACILITIES WITH DUE CARE 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.

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 WILL DETERMINE IF THE LICENSEE'S FACILITIES WILL BE REMOVED UPON TERMINATION. IF THE UNITED STATES 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 OF THE UNITED STATES AND THE MANAGING ENTITY.

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 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 LICENSEE'S CONSTRUCTION OPERATIONS AND EQUIPMENT. MOVEMENT OF CREWS AND EQUIPMENT WITHIN THE RIGHTS-OF-WAY AND OVER ROUTES PROVIDED FOR ACCESS TO 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.

1 SPECIAL PROVISION(S) ARE ATTACHED

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  
*J. E. Rinckel*  
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J. E. RINCKEL  
PROJECTS MANAGER

CITY OF GRAND JUNCTION  
BY *Mark K. Achen*  
-----  
TITLE: MARK K. ACHEN  
CITY MANAGER

attest:  
BY *Neva B. Lockhart, cmc*  
-----  
TITLE: City Clerk

APPROVED:  
GRAND VALLEY WATER USERS ASSOCIATION  
BY *Allen P. Gobbo*  
-----  
TITLE: ALLEN P. GOBBO  
PRESIDENT

ATTEST:  
BY *Paul Landini*  
-----  
TITLE

SPECIAL PROVISIONS

1. ALL WORK HAS BEEN DONE IN ACCORDANCE WITH THREE CITY OF GRAND JUNCTION CONSTRUCTION PLAN AND PROFILE DRAWINGS:
  1. STREET I.D. 1980 PHASE B, PATTERSON ROAD 28 AND ONE-QUARTER TO 28 AND ONE-HALF ROADS
  2. IRRIGATION SYSTEM MODIFICATIONS AT 27 AND ONE-HALF AND PATTERSON
  3. PATTERSON ROAD IRRIGATION SYSTEM MODIFICATIONS 12TH STREET TO 28 AND ONE-QUARTER ROAD

EXHIBIT A- General Location Map  
L.A. City of Grand Junction - Ditch  
Modification  
A portion of Grand Junction 7½ min. Quad.  
Sec. 12 T1S, R1W & Sec. 7 T1S, R1E, Ute PM

