

APPENDIX G

License Agreement
between the
United States of America
and
Weber County Corporation



United States Department of the Interior

BUREAU OF RECLAMATION
Upper Colorado Region
Provo Area Office
302 East 1860 South
Provo, UT 84606-7317

IN REPLY REFER TO:

PRO-453
LND-6.00

MAR 16 2015

Mr. Tage I. Flint
General Manager, Weber Basin Water
Conservancy District
2837 East Highway 193
Layton, UT 84040

Subject: Executed License Agreement – Contract No. 14-LM-41-0980 – Weber County
Library – Roy Well – Weber Basin Project, Utah

Dear Mr. Flint:

Enclosed is an executed original of a License Agreement, Contract No. 14-LM-41-0980. This agreement allows Weber County to construct and maintain 20-feet by 25-feet of paved asphalt access road, along with 25-feet by 90-feet of minimal landscaping and irrigation system on United States lands acquired for the Roy Well. This land is being developed as part of the construction of the Weber County Library.

If you have questions concerning this agreement, please contact Mr. Dick Marvin at 801-379-1088.

Sincerely,

IS/ Bruce Whiting

Acting Chief, Lands Group

Enclosure - Original

cc: ✓ Ms. Lynnda Wangsgard
Director, Weber County Library System
2464 Jefferson Avenue
Ogden, UT 84401
(w/encl - original)

Ms. Fatima M. Fernclius
Office of the Weber County Clerk
2380 Washington Boulevard
Ogden, UT 84401
(w/encl - original)

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WEBER BASIN PROJECT
ROY WELL PROPERTY

LICENSE AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
WEBER COUNTY CORPORATION

THIS LICENSE AGREEMENT, made this 19th day of March, 2015, 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 WEBER COUNTY CORPORATION, hereinafter referred to as the Licensee,

WITNESSETH THAT:

WHEREAS, the Licensee proposes to utilize, at their sole cost and expense, United States lands acquired for the Weber Basin Project, hereinafter referred to as Project lands, and the granting of a License Agreement to utilize a portion of Project lands in the manner and at the location hereinafter described will not be incompatible with Project purposes;

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

- A. Purpose: To construct and maintain a 20 feet by 25 feet portion of a paved asphalt access road, along with 25 feet by 90 feet of landscaping and irrigation system on Project lands acquired for the Roy Well. This land is being developed as part of the construction of the Weber County Library.
- B. Period: 25 years from the date hereof.
- C. Location: In the Northeast Quarter of the Northeast Quarter of Section 11, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah, as shown on EXHIBITS B, C and D.
- D. Plans, Drawings, and Maps (Attached hereto and made a part hereof):

EXHIBITS A, B, C and D.

E. Land Status: Fee Title.

1. WORK SATISFACTORY. The Licensee shall perform all work under this License Agreement in accordance with the plans, drawings, and maps attached hereto and in a manner satisfactory to the United States and the Weber Basin Water Conservancy District, hereinafter referred to as the District.

2. 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. United States jurisdiction and supervision 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; provided, however, any such license, right-of-way, or permit shall be conditioned on such licensee, grantee, or permittee paying the Licensee's expenses to relocate its facilities 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, at all proper times and places to have free ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.

3. HOLD HARMLESS.

a. The United States, the District, and their officers, agents, employees, and assigns do not assume any liability resulting from the granting of this License Agreement or the exercise thereof and the Licensee agrees to indemnify and hold the United States, the District, and 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 or the work performed hereunder.

b. The Licensee further agrees that the United States, the District, and their officers, agents, employees, and assigns, shall not be held liable for any damage to the 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.

4. RELEASE FROM LIABILITY. The Licensee hereby releases the United States, the District, and 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 and the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28U.S.C. § 1346 (b), 2671 et seq.) or other applicable law.

5. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and

maintain said facilities with due care to avoid damage to Project lands or works or any interference in any way with the operation and maintenance of the same.

6. ASSIGNMENT OR TRANSFER. This License Agreement shall not be assigned or transferred by the Licensee without the prior written consent of the United States.

7. 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 cited in Article B. All rights granted to the Licensee under this License Agreement are subject to termination upon failure to comply with the terms of this License Agreement.

8. 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.

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

10. 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 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 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.

11. 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.

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

13. 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 area described in Article D hereof 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 restored as directed by the Contracting Officer at the Licensee's expense.

14. EXTRAORDINARY MAINTENANCE OR REPAIR COSTS. The Licensee agrees that if the construction, reconstruction, 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, the Licensee will pay to the United States, the District, or 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.

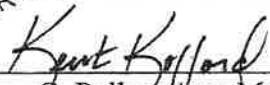
15. SPECIAL PROVISIONS.

a. In the event that the District desires to put the well back into service the landscaping will be removed and the well head utilized along with all necessary well head protection criteria.

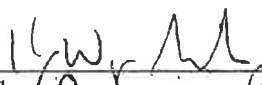
b. All construction work done by the Licensee or the Licensee's contractor on United States land acquired for the well must be preapproved by the District and accomplished within the time frame designated by the District, who will coordinate protection measures for the well.

c. If the United States and the District determine that the well and its land are no longer needed for Project purposes the Licensee will be given first option to purchase the land and well at fair market value.

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
ACTING FOR

Wayne G. Pullan, Area Manager

WEBER COUNTY CORPORATION


Title: Commissioner Chair

CONCUR:

WEBER BASIN WATER CONSERVANCY DISTRICT


Tage I. Flint, Manager

ACKNOWLEDGMENT OF THE UNITED STATES

State of Utah)
County of Utah) ss.

On the 13th day of March, 2015, personally appeared before me Kent Rofford, known to me to be the Deputy Area Manager of the Provo Area Office, Bureau of Reclamation, Upper Colorado Region, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the United States of America pursuant to authority delegated to him.



Deborah L. Hilton
Notary Public

ACKNOWLEDGMENT OF WEBER COUNTY CORPORATION

State of)
County of) ss.

On the 3rd day of February, 2015, personally appeared before me Kerry W. Gibson, known to me to be the Commission Chair, of WEBER COUNTY CORPORATION and the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of WEBER COUNTY CORPORATION pursuant to authority delegated to him.

(NOTARY SEAL)

Fatima M Fernelius
Notary Public



EXHIBIT A

A. For and in consideration of the License Agreement herein granted, Licensee agrees to pay the United States the following amounts:

(1) The sum of One Hundred Dollars (\$100), receipt of which is hereby acknowledged, which amount represents administrative expenses incurred by the United States in issuing this License Agreement.

(2) In accordance with 43 CFR 429, the Licensee must reimburse the Federal Government for the fair market value of the right-of-use being granted. However, Section 429.26(a) provides that the use fee may be waived or reduced if:

“(3) The use will benefit the general public with no specific entity or group of beneficiaries readily identifiable.”

Reclamation's Regional Director has waived use fees associated with the Library.

B. Prior to the expiration of the term of this License Agreement, and upon application in writing by the Licensee and approval by the United States and the District, this License Agreement may be renewed for such period as the parties hereto may agree upon. If so renewed, the consideration to be paid for renewal will be determined by reappraisal by the United States. Furthermore, the renewed License Agreement will be subject to the regulations existing at the time of renewal and such other terms and conditions as may be deemed necessary by the United States and the District to protect the public interest or its projects.

C. The installation of the crossing shall take place as agreed upon in this agreement. The Licensee shall notify the United States at (801) 379-1000 and the District at (801) 771-1677 five (5) days in advance of its intent to commence any construction operations associated with rights herein granted.

D. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

E. During construction, operation, and maintenance, the Licensee shall be particularly alert to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the lands herein described. Should sites, ruins, or artifacts be discovered during these operations, the Licensee will immediately suspend work involving the area in question, and advise the United States of suspected values. The Licensee shall promptly have the area inspected to determine significance of values and to consult with the United States on appropriate actions to follow (recovery, etc., and resumption of work). Cost of any recovery work shall be borne by the Licensee. The Licensee shall provide the United States with a copy of any cultural resources survey reports concerning sites located on the lands described herein and shall develop a mitigation

plan acceptable to the Utah State Historic Preservation Officer (SHPO) for those significant sites subject to an adverse impact. All objects of antiquity recovered from public lands are the property of the United States and shall be turned over to the Bureau of Reclamation. The Licensee is responsible for obtaining required Utah SHPO clearance for any additional survey and report completed.

F. 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 the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroachment structure previously approved and construct the improvements strictly in accordance with approved plans or specifications.

H. All United States land areas where soils and surface materials are disturbed through actions incident to construction, operation and maintenance shall be restored to their natural state insofar as practical by water barring, scarifying, leveling and reseeded, or by other practices as prescribed by the United States and to its satisfaction.

I. The Licensee shall restore any damaged or disturbed improvements such as fences, roads, watering facilities, etc., encountered during construction, maintenance, and operation. Functional use of these improvements must be maintained at all times.

J. Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of in an appropriate manner (State of Utah approved sanitary landfill).

K. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings of actual improvements in, on, or along the rights-of-way.

L. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching pipeline or performing any work on or in connection with the operation of the encroaching pipeline.

M. If unusual conditions are proposed for the encroaching pipeline 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.

N. All backfill material within United States rights-of-way shall be compacted to 95 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of Project works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over Project works or within 18 inches horizontally of Project works.

O. The backfilling of any excavation or around any structure within the United States rights-of-way

shall be compacted in 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, d-2049, par. 7.1.2, wet method.

P. Any nonmetallic encroaching pipeline below ground level shall be accompanied with warning tape with a metallic strip. Metal pipe shall also be accompanied with warning tape. All tape shall be located 12 inches above the pipeline and extend throughout all right-of-way.

Q. No use of United States land or right-of-way shall be permitted that involves the storage of hazardous material.

R. Utility pipe crossing of Reclamation pipelines must be approved on an individual basis. Metal pipes which do not have a dielectric coating will require a polyethylene plastic wrap for corrosion protection of Reclamation pipeline by induced current from utility crossings.

S. For all utility crossings, a permanent placard shall be placed at each point that the utility enters or exits the right-of-way of the United States. This placard shall identify the type of utility located below it, the name of the utility company and a telephone number where the utility company can be reached.

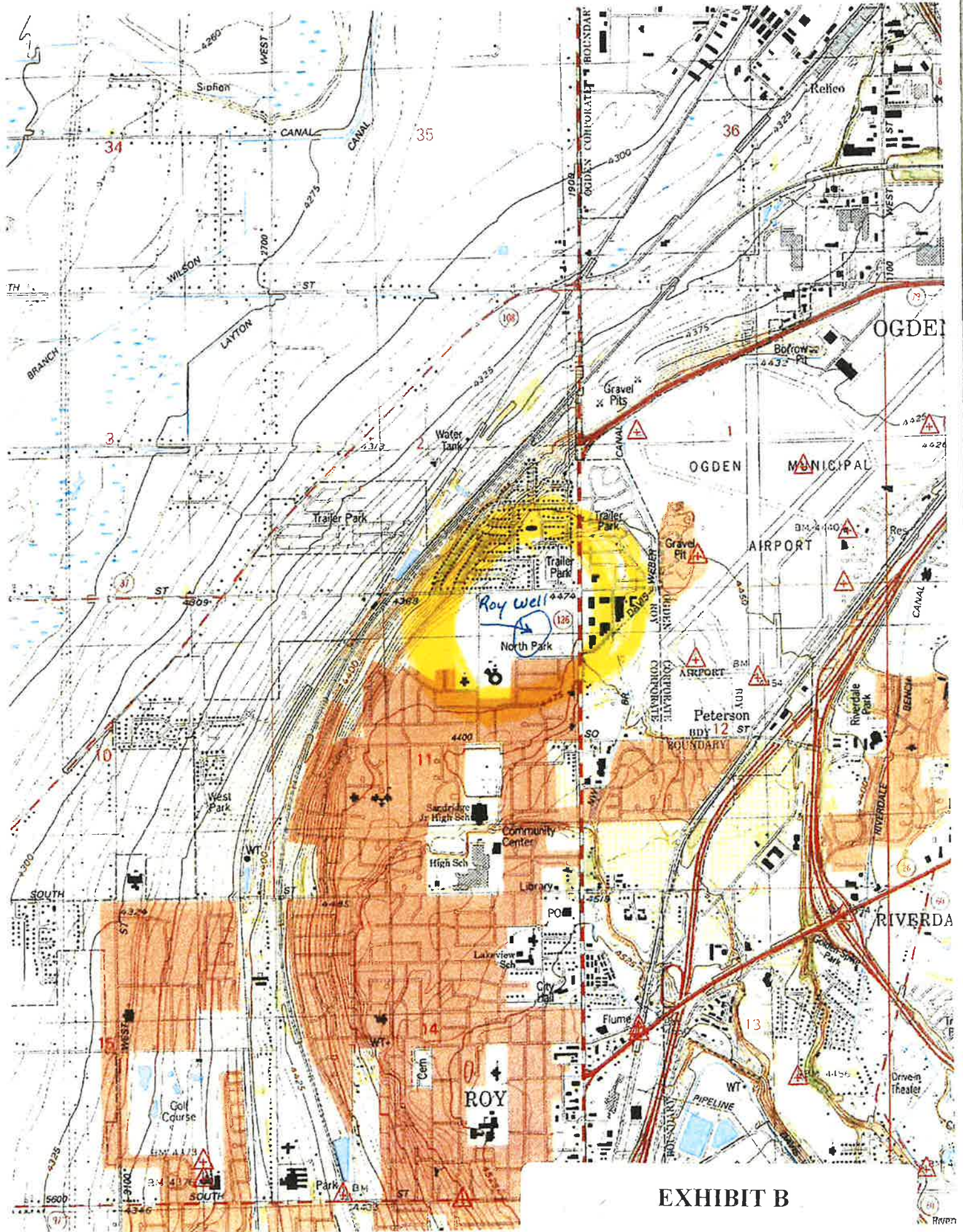


EXHIBIT B



EXHIBIT C

Weber Basin Water Conservancy District



Weber County Library

Author: Lou Eddy

Disclaimer: Information shown on this map is for planning and illustration purposes only. Weber Basin Water assumes no liability for any errors, omissions or inaccuracies in the information provided or for any action taken, or action not taken by the user in reliance upon any maps or information provided herein.

Date: 8/1/2014 Time: 8:22:46 AM

1 inch = 354 feet

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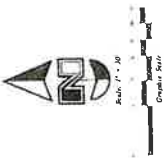
171 WEST PIERPONT AVE.

SALT LAKE CITY, UTAH 84101

TEL: 801.521.9111 FAX: 801.521.9158



DATE	APPROVED BY	DRAWN BY	PROJECT
		JH	171 WEST PIERPONT AVE.



Legend

- Proposed Building
- Proposed Parking
- Proposed Driveway
- Proposed Walkway
- Proposed Utility
- Proposed Fencing
- Proposed Landscaping
- Proposed Retention Wall
- Proposed Storm Drain
- Proposed Erosion Control
- Proposed Construction Limits
- Proposed Easement
- Proposed Right-of-Way
- Proposed Survey
- Proposed Boundary
- Proposed Area
- Proposed Volume
- Proposed Weight
- Proposed Length
- Proposed Width
- Proposed Height
- Proposed Depth
- Proposed Diameter
- Proposed Radius
- Proposed Area
- Proposed Volume
- Proposed Weight
- Proposed Length
- Proposed Width
- Proposed Height
- Proposed Depth
- Proposed Diameter
- Proposed Radius



Vicinity Map

NOT TO SCALE

ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL ANGLES ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL BEARING ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL ELEVATIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL AREAS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL VOLUMES ARE TO CENTERLINE UNLESS OTHERWISE NOTED

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ALL DEPTHS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

ALL DIAMETERS ARE TO CENTERLINE UNLESS OTHERWISE NOTED

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4000 South Street

2654.41

N89°41'18"E

2025 West Street

77-0284
 N = 44.10'
 LC = 44.09'
 S = 67.928' E

Proposed Building
 62,280 sq. ft.

S 89°41'00" E

110.00

M .0000 W 110.00

N 0°58'00" E 110.00

448.50'

110.00

S 0°58'00" E 110.00

110.00

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