

WHEN RECORDED MAIL TO:

Jordan Valley Water  
Conservancy District  
Attn: JT Cracroft  
8215 South 1300 West  
West Jordan, UT 84088



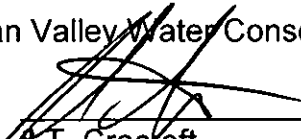
ENT 68320:2014 PG 1 of 18  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Sep 24 2:11 pm FEE 0.00 BY SS  
RECORDED FOR JORDAN VALLEY WATER CONSERV

[PARCEL ID # 58-005-0039  
58-005-0036  
58-005-0005  
58-005-0007  
58-003-0008]

**NOTICE OF EASEMENT FOR PIPELINE RIGHT-OF-WAY**

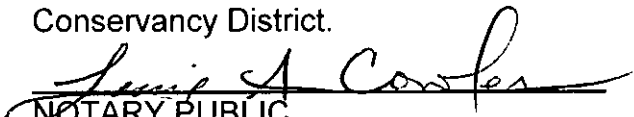
An accurate and complete copy of the original Easement for Pipeline Right-of-Way granted by The Secretary of the Army to Jordan Valley Water Conservancy District, dated August 15, 2014, is attached to this Notice, for property situated in Bluffdale City and described on attached Exhibit 1.

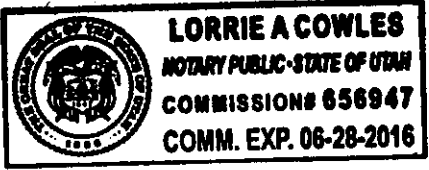
Dated: 9-22-2014

Jordan Valley Water Conservancy District  
By:   
J.T. Cracroft  
Its Property Manager

STATE OF UTAH            )  
  :SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of Sept, 2014, by J.T. Cracroft as Property Manager on behalf of the Jordan Valley Water Conservancy District.

  
NOTARY PUBLIC  
Residing in: Salt Lake County  
Commission expires: 10/28/2016



## EXHIBIT 1

Serial ID: 58:005:0039

Parcel No: CPP-3860:13:E

A 50-foot wide permanent easement being part of an entire tract being located in the Southeast Quarter of the Southwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the southwest corner of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°32'52" East 1421.23 feet along the north line of said Northwest Quarter; thence North 01°59'10" West 16.51 feet to a point on the northerly right of way of 2600 North Street recorded as Entry Number 6601:1915 in Book 154 at Page 244, said point being the point of BEGINNING and running thence North 01°59'10" West 50.02 feet to a point 50.00 feet perpendicularly distant northerly from said northerly right of way; thence North 89°32'52" East 923.55 feet parallel with said northerly right of way to the westerly boundary of the Utah Lake Irrigation Company parcel recorded as Entry Number 4081:1915 in Book 98 at Page 55; thence South 09°01'06" East 50.56 feet along said westerly boundary to said northerly right of way; thence South 89°32'52" West 929.74 feet along said northerly right of way to the point of BEGINNING, containing 46329 square feet or 1.064 acres.

Together with:

Serial ID: 58:005:0036; 0039

Parcel No: CPP-3860:13:2E

A 50-foot wide permanent easement being part of an entire tract being located in the Southwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the southeast corner of the Southwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°32'52" West 242.84 feet along the south line of said Southwest Quarter; thence North 00°27'08" West 16.50 feet to a point on the northerly right of way of 2600 North Street recorded as Entry Number 6601:1915 in Book 154 at Page 244, said point being the point of BEGINNING and running thence North 09°01'06" West 50.56 feet along the easterly boundary of the Utah Lake Irrigation Company parcel recorded as Entry Number 4081:1915 in Book 98 at Page 55 to a point 50.00 feet perpendicularly distant northerly from said northerly right of way; thence North 89°32'52" East 184.27 feet parallel with said northerly right of way to a point 50.00 feet perpendicularly distant westerly from the westerly boundary of the Utah County parcel recorded as Entry Number 6601:1915 in Book 154 at Page 244; thence North 00°06'07" West 2587.89 feet parallel with said westerly boundary and the east line of said Southwest Quarter to the north line of said Southwest Quarter and the north boundary of said entire tract; thence North 89°32'21" East 50.00 feet along said north boundary to a point 16.50 feet perpendicularly distant westerly from the east line of said Southwest Quarter; thence South 00°06'07" East 2637.90 feet parallel with said east line to a point

16.50 feet northerly of the south line of said Southwest Quarter; thence South 89°32'52" West 226.44 feet parallel with said south line to the point of BEGINNING, containing 140910 square feet or 3.235 acres.

Together with:

Serial ID: 58:005:0005  
Parcel No: CPP-3860:13:3E

A 50-foot wide permanent easement being part of an entire tract being located in the Southeast Quarter of the Northwest Quarter and Government Lot 1 of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the southeast corner of the Northwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°06'01" West 1095.36 feet along the east line of said Northwest Quarter to the southwesterly boundary of the former Utah & Salt Lake Railroad right of way, now owned by the United States of America recorded as Entry Number 33539:1988, at a point on a non-tangent 1196.28 feet radius curve to the right; thence northwesterly 26.60 feet along the arc of said curve and said southerly right of way through a central angle of 01°16'26", said arc having a chord bearing North 38°26'46" West 26.60 feet to the point of BEGINNING and running thence northwesterly 85.80 feet along the arc of said curve and along said southerly right of way through a central angle of 04°06'33", said arc having a chord bearing of North 35°45'17" West 85.78 feet to a point 66.50 feet perpendicularly distant westerly from said east line; thence North 00°06'01" West 82.25 feet parallel with said east line to the easterly boundary of the Utah Lake Irrigation Company parcel recorded as Entry Number 1686:1915; thence along said easterly boundary the following three (3) courses: (1) North 17°42'54" East 8.79 feet to the centerline of said former railroad right of way; (2) North 17°42'54" East 5.79 feet; and (3) North 01°24'00" East 93.95 feet to the northerly right of way of said railroad at a point on a non-tangent 1096.28 feet radius curve to the left; thence southeasterly 92.08 feet along the arc of said curve and said right of way through a central angle of 04°48'44", said arc having a chord bearing South 28°00'21" East 92.05 feet to a point 16.50 feet perpendicularly distant westerly from the east line of said Northwest Quarter; thence South 00°06'01" East 93.44 feet along said east line to the centerline of said railroad; thence continuing along said east line South 00°06'01" East 84.97 feet to the point of BEGINNING, containing 8912 square feet or 0.205 acres.

Together with:

Serial ID: 58:005:0007; 58:003:0008  
Parcel No: CPP-3860:13:4E

A 50-foot wide permanent easement being part of an entire tract being located in Government Lot 1 of Section 35, and Government Lot 9 of Section 26, all in Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the northeast corner of the Northwest Quarter of Section 35, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 00°06'16" East 1338.10 feet to the northeast corner of the Southeast Quarter of said Northwest Quarter; thence South 00°06'01" East 160.30 feet along the east line of said Northwest Quarter to the centerline of the former Utah and Salt Lake Railroad right of way, now owned by the United States of America recorded as Entry Number 33539:1988, at a point on a non-tangent 1146.28 feet (5°) radius curve to the right from which the radius point bears North 54°07'01" East; thence northwesterly 235.57 feet along the arc of said curve and said centerline through a central angle of 11°46'29", said arc having a chord bearing North 29°59'44" West 235.15 feet to the point of BEGINNING, said point being on a 1146.28 feet (5°) radius curve to the right from which the radius point bears South 89°31'10" West, and running thence along said railroad centerline northerly 472.71 feet along the arc of said curve through a central angle of 23°37'40", said arc having a chord bearing North 12°17'40" West 469.36 feet to the beginning of an 8x30 Searles Spiral curve having the following eight (8) chords: (1) thence North 00°11'14" East 30.00 feet; (2) thence North 01°26'12" East 30.00 feet; (3) thence North 02°31'11" East 30.00 feet; (4) thence North 03°26'08" East 30.00 feet; (5) thence North 04°11'11" East 30.00 feet; (6) thence North 04°46'08" East 30.00 feet; (7) thence North 05°11'14" East 30.00 feet; and (8) thence North 05°26'08" East 30.00 feet to a point of tangency; thence North 05°31'10" East 596.83 feet continuing along said railroad centerline to a point on the north line of said Northwest Quarter, said point being South 88°57'13" West 143.20 feet from the northeast corner of said Northwest Quarter; thence continuing along said line North 05°31'10" East 0.09 feet to a point 50.00 feet perpendicularly distant southwesterly from the southwesterly boundary of the Utah Lake Irrigation Company parcel recorded as Entry Number 3415:1913; thence North 03°13'03" West 164.58 feet parallel with said southwesterly boundary to a point 25.00 feet perpendicularly distant westerly from said railroad centerline; thence North 05°31'10" East 329.16 feet parallel with said railroad centerline to said southwesterly boundary; thence South 03°13'03" East 493.76 feet along said southwesterly boundary to a point 25.00 feet perpendicularly distant easterly from said railroad centerline; thence South 05°31'10" West 600.71 feet parallel with said centerline to the beginning of a 50.00-foot offset 8x30 Searles Spiral curve having the following eight (8) chords: (1) thence South 05°26'08" West 29.82 feet; (2) thence South 05°11'14" West 29.71 feet; (3) thence South 04°46'08" West 29.56 feet; (4) thence South 04°11'11" West 29.42 feet; (5) thence South 03°26'08" West 29.27 feet; (6) thence South 02°31'11" West 29.13 feet; (7) thence South 01°26'12" West 28.98 feet; and (8) thence South 00°11'38" West 28.87 feet to a point on a non-tangent 1096.28 feet radius curve to the left from which the radius point bears North 89°31'10" East; thence southerly 333.68 feet parallel with said centerline and along the arc of said curve through a central angle of 17°26'22", said arc having a chord bearing South 09°12'00" East 332.39 feet to the westerly boundary of said Utah Lake Irrigation Company parcel; thence South 01°24'00" West 130.94 feet along said westerly boundary to the point of BEGINNING, containing 78559 square feet or 1.803 acres.

Together with:

Serial ID: 58:003:0008

Parcel No: CPP-3860:13:5E

A 50-foot wide permanent easement being part of an entire tract being located in Government Lot 9 of Section 26, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah, described as follows:

COMMENCING at the southeast corner of the Southwest Quarter of Section 26, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence North 00°12'14" East 1335.10 feet along the north-south center section line to its intersection with the north line of said Government Lot 9; thence North 89°32'51" West 110.61 feet along said north line to a point 25.00 feet perpendicularly distant westerly from the centerline of the former Utah and Salt Lake Railroad right of way, now owned by the United States of America recorded as Entry Number 33539:1988, said point being on a non-tangent 794.02 feet radius curve to the right from which the point radius bears North 82°31'11" East and the point of BEGINNING, and running thence southerly 128.76 feet parallel with said centerline and the arc of said curve through a central angle of 09°17'28", said arc having a chord bearing of South 12°07'33" East 128.62 feet to the beginning of a 25.00-foot offset 12x30 Searles Spiral curve having the following twelve (12) cords: (1) thence South 06°28'22" East 29.15 feet; (2) thence South 04°33'53" East 29.20 feet; (3) thence South 02°48'50" East 29.27 feet; (4) thence South 01°13'49" East 29.35 feet; (5) thence South 00°11'14" West 29.42 feet; (6) thence South 01°26'12" West 29.49 feet; (7) thence South 02°31'11" West 29.56 feet; (8) thence South 03°26'08" West 29.64 feet; (9) thence South 04°11'11" West 29.71 feet; (10) thence South 04°46'08" West 29.78 feet; (11) thence South 05°11'14" West 29.85 feet; and (12) thence South 05°26'08" West 29.95 feet to a point of tangency; thence South 05°31'10" West 172.48 feet to the northeasterly boundary of the Utah Lake Irrigation Company parcel recorded as Entry Number 3415:1913; thence South 50°41'03" East 60.17 feet along said northeasterly boundary to a point 25.00 feet perpendicularly distant easterly from said centerline; thence North 05°31'10" East 206.02 feet parallel with said centerline to the beginning of a 25.00 foot offset 12x30 Searles Spiral curve having the following twelve (12) chords: (1) thence North 05°26'08" East 30.05 feet; (2) thence North 05°11'14" East 30.14 feet; (3) thence North 04°46'08" East 30.22 feet; (4) thence North 04°11'11" East 30.29 feet; (5) thence North 03°26'08" East 30.36 feet; (6) thence North 02°31'11" East 30.44 feet; (7) thence North 01°26'12" East 30.51 feet; (8) thence North 00°11'14" East 30.58 feet; (9) thence North 01°13'49" West 30.65 feet; (10) thence North 02°48'50" West 30.73 feet; (11) thence North 04°33'53" West 30.80 feet; and (12) thence North 06°29'14" West 30.85 feet to a point on an 844.02 feet radius curve to the left from which the radius point bears South 82°31'10" West; thence northerly 121.41 feet parallel with said centerline and along the arc of said curve through a central angle of 08°14'30", said arc having a chord bearing North 11°36'05" West 121.30 feet to the north line of said Government Lot 9; thence North 89°32'51" West 52.20 feet along said north line to the point of BEGINNING, containing 33715 square feet or 0.774 acres.

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PIPELINE RIGHT-OF-WAY**  
**LOCATED ON**  
**CAMP WILLIAMS**  
**SALT LAKE AND UTAH COUNTIES, UTAH**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to **JORDAN VALLEY WATER CONSERVANCY DISTRICT**, hereinafter referred to as the grantee, an easement for the construction and operation of a 48 inch diameter water pipeline crossing Camp Williams property, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A", hereinafter referred to as the premises, and which is attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of 50 years beginning August 15, 2014, and ending August 14, 2064.

**2. CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount of ONE HUNDRED THIRTY FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$134,600.00), in full for the term hereof, payable to the order of the FAO-USAED, Sacramento District and delivered to Corps of Engineers, FAO-USAED-Sacramento, 1325 J Street, Sacramento, CA 95814-2922.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from **the due date**. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest and administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

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### **3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **Jordan Valley Water Conservancy District, 8215 South 1300 West, West Jordan, UT 84088, ATTN: General Manager**, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, CESP-K-RE-B, 1325 J Street, Sacramento, California 95814-2922, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, Camp Williams, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

### **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises is located.

### **7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

## **8. INSPECTION AND REPAIRS**

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The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

## **9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

## **12. INDEMNITY**

a. The grantee agrees to assume all risks of loss, damage to property, or personal injury or death to persons by reason of or incident attributable or incident to the use of the said premises or activities conducted under this easement. The grantee expressly waives all claims against the United States for any such loss, damage, personal injury, or death caused by or occurring as a consequence of use of the said premises by the grantee, or the conduct of activities, or the performance of responsibilities under this easement by the grantee. The grantee further agrees to indemnify and hold harmless the United States and its officers, agents, and employees, from and against all suits, claims, demands or actions, liabilities, judgments, costs and attorneys' fees arising out of, or in any manner predicated upon, personal injury, death, or property damage resulting from, related to, caused by, or arising out of the use of the said premises by the grantee. The United States will give the grantee notice of any claim against it covered by this indemnity as soon after learning of such claim as practicable.



b. The grantee shall indemnify and hold harmless the United States from any costs, expenses, liabilities, fines, or penalties resulting from discharges, releases, emissions, spills, storage, disposal, or any other action by the grantee giving rise to United States liability, civil or criminal, or responsibility under Federal, state, or local environmental laws.

c. Subparagraphs "a" and "b" of this condition and the obligations of the grantee hereunder shall survive the expiration or termination of the easement and any conveyance of the said premises. The grantee's obligations hereunder shall apply whenever the United States incurs costs or liabilities for the grantee's actions giving rise to liability under this condition.

### 13. INSURANCE

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a. At the commencement of this easement, the grantee shall obtain, from a reputable insurance company, or companies, liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices or a minimum combined single limit of **THREE MILLION DOLLARS AND NO/100, (\$3,000,000.00)**, whichever is greater, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the grantee under the terms of this easement. The grantee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies, or if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance. The minimum amount of liability insurance coverage is subject to revision by the District Engineer every three years.

b. The insurance policy or policies shall be of comprehensive form of contract and shall specifically provide protection appropriate for the types of facilities, services and activities involved. The District Engineer may require closure of any or all of the premises during any period for which the grantee does not have the required insurance coverage.

### 14. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted that will, in the opinion of said officer, interfere with the use of the premises by the grantee.

### 15. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates that shall be mutually agreeable but which that never exceed the most favorable rates granted by the grantee for similar service.

## **16. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

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## **17. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **18. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

## **19. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

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## **20. ENVIRONMENTAL CONDITION OF PROPERTY**

An Environmental Condition of Property (ECOP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit "B". Upon expiration, revocation or termination of this easement, another Assessment Screening shall be prepared that will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

## **21. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

## **22. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

## **23. RESTORATION**

On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

## **24. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit that may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license that may be required by Federal, state or local statute in connection with use of the premises.

**25. ANTI-DEFICIENCY ACT NOTICE**

The obligation of the United States to perform, pay or reimburse any money under this lease is subject to the availability of appropriated funds, and nothing in this lease shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act, Public Law 97-258.

----- NO CONDITIONS FOLLOW -----

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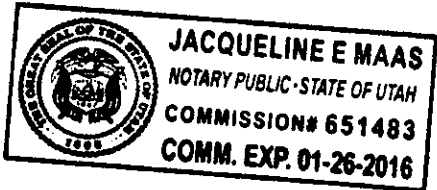
**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 3<sup>rd</sup> day of September, 2014.

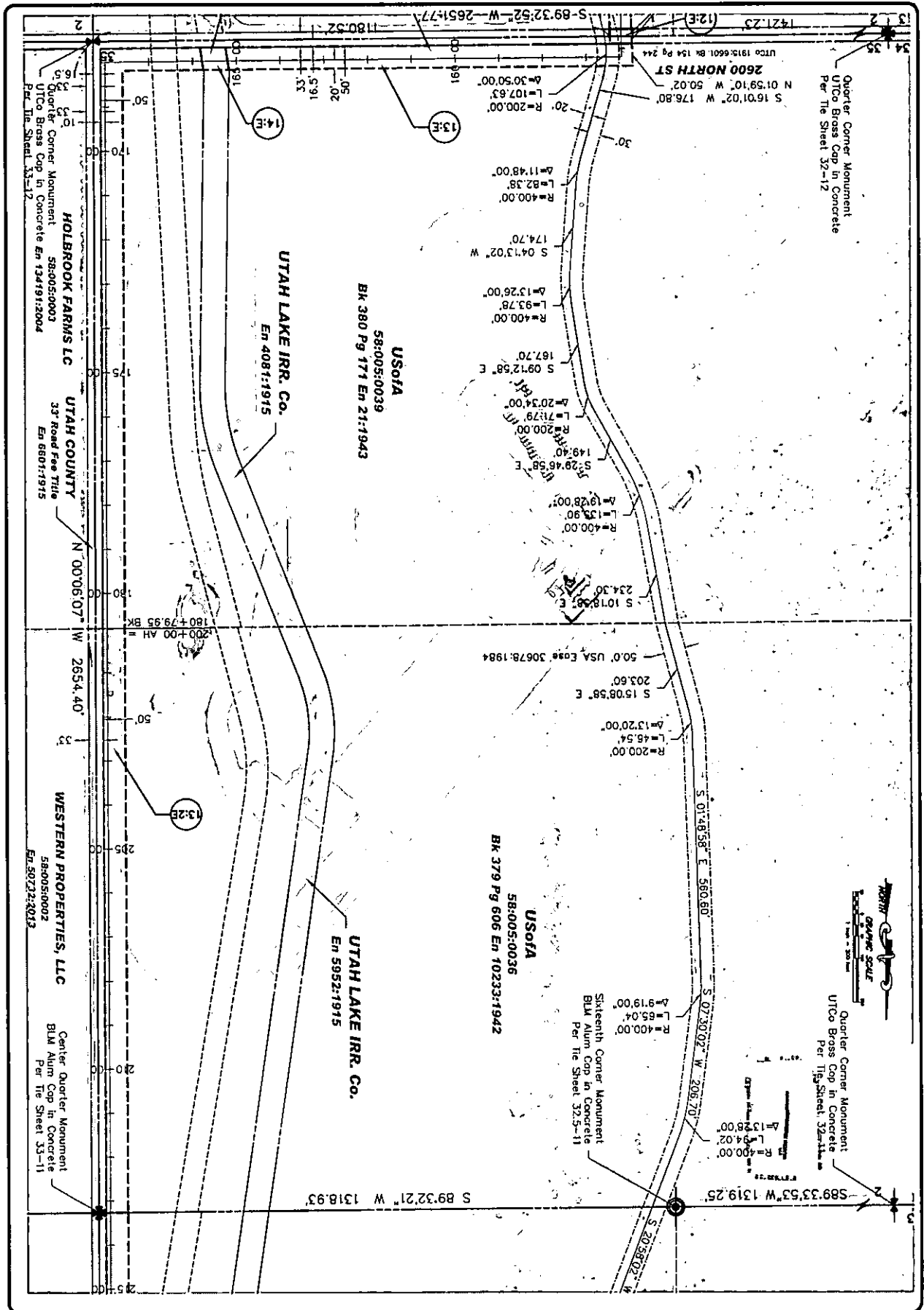
BY: Sharon Caine  
Sharon Caine  
Chief, Real Estate Division  
U.S. Army Engineer District, Sacramento

**THIS EASEMENT** is also executed by the grantee this 11<sup>th</sup> day of August, 2014.

BY: Gary Swensen  
Gary C. Swensen  
Chairman of the Board  
Jordan Valley Water Conservancy District



*Jacqueline E. Maas*



**HOLBROOK FARMS LC**  
 58:005:0003  
 UTCO Brass Cop in Concrete En 134191:2004  
 Per Tie Sheet 33-12

**UTAH COUNTY**  
 33' Road Fee Title  
 En 6807:1915

**WESTERN PROPERTIES, LLC**  
 58:005:0002  
 En 80722:2012

Center Quarter Monument  
 BLM Alum Cop in Concrete  
 Per Tie Sheet 33-11

Quarter Corner Monument  
 UTCO Brass Cop in Concrete  
 Per Tie Sheet 32-12

Quarter Corner Monument  
 UTCO Brass Cop in Concrete  
 Per Tie Sheet 32-11



EXHIBIT A - Page 1 - EASEMENT NO. DACAO5-2-14-548

<b>TITLE</b> <b>CENTRAL PIPELINE PROJECT</b> <b>RIGHT OF WAY SURVEY</b> JORDAN VALLEY WATER CONSERVANCY DISTRICT Client: JORDAN VALLEY PCB 8810 S 1300 W East Jordan, UT 84208 (801) 565-4300 Project Address: Saratoga Springs - 150th South Project Location: Spur 10, 16, 20, 24, 26, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100	<b>Drawing Name:</b> JVV1101-07P <b>Plot Date:</b> Sept 16, 2013 <b>Drawing Scale:</b> Horizontal 1"=200' Vertical 1"=40'	<b>REVISIONS</b>	
		No. Date By Description 1 05/24/13 JES Site Submitting Package 2 08/27/13 JES Site Submitting Package	Date: Aug 27, 2013
<b>CORNERSTONE, INC.</b> PROFESSIONAL LAND SURVEYORS S.W. 1/4 Sec. 26, T. 40N, R. 10E, S. 40E Salt Lake City, Utah 84143 (801) 488-8360 www.CSland.com A.L.L. SURVEYS, COMPUTER MAPPING BOUNDARY CONSULTATION & RESURVEYING			



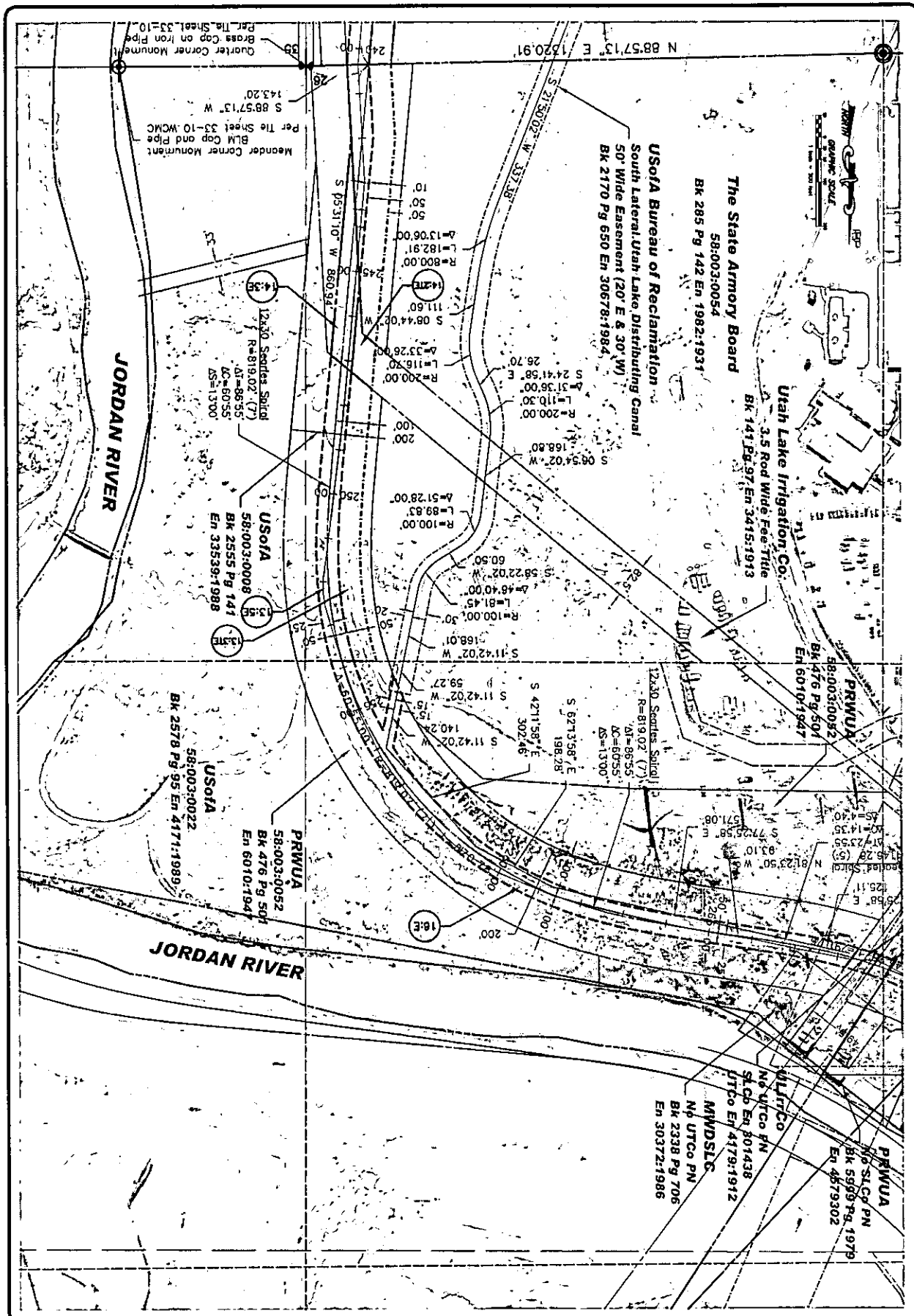


EXHIBIT A - Page 3 - EASEMENT NO. DACAO5-2-14-548

<b>Project No.</b> JVA1701-CF Sheet No. 7 of 12	<b>Title:</b> CENTRAL PIPELINE PROJECT RIGHT OF WAY SURVEY JORDAN VALLEY WATER CONSERVANCY DISTRICT	<b>Drawing Name:</b> JVA1701-CF	<b>REVISIONS:</b> No. Date By Description 1 08/27/13 JVA1701-CF Supplemental Record 2 08/27/13 JVA1701-CF Supplemental Record	AUG 27, 2013  <b>CORNERSTONE, INC.</b> PROFESSIONAL LAND SURVEYORS P.O. Box 991117 Salt Lake City, Utah 84109 (801)448-4300 www.corstone.com A.L.T.A. SURVEYS, COMPUTER MAPPING BOUNDARY CONSULTATION & RESEARCH
	<b>Client:</b> JORDAN VALLEY PCB 6016 S 1200 E West Jordan, UT 84086 (801) 889-4300	<b>Plot Date:</b> Sept 17, 2013	<b>Plotter:</b> [Blank]	
<b>Project Address:</b> Burdette Springs - 1081A South <b>Project Location:</b> Zone 16, 18, 20, 24, 26, 42, 17 & R, 65, 17, 20, 23	<b>Project Location:</b> [Blank]	<b>Plot Date:</b> [Blank]	<b>Plotter:</b> [Blank]	

**PROPERTY INSPECTION CHECKLIST  
 FOR  
 ENVIRONMENTAL CONDITION OF PROPERTY STUDIES**

(The Proponent Agency is DCSENGR)

NOTE: This form is intended to result in compliance with Section 15-6 of AR 200-1. This form may not be used to comply with the property transfer requirements set forth in Section 15-5 of AR 200-1.

PROJECT NAME: Jordan Valley Water Line Easement - Camp Williams Utah  
 PROPOSED ACTION: Issue License to Jordan Valley Water District

I. PROPERTY USE:

A. CHECK ALL THAT APPLY.

RESIDENTIAL \_\_\_\_\_ INDUSTRIAL \_\_\_\_\_ MIXED \_\_\_\_\_  
 AGRICULTURAL \_\_\_\_\_ COMMERCIAL \_\_\_\_\_ OTHER X (Military  
 Reservation)

B. ADJACENT PROPERTY USE AND TOPOGRAPHIC RELATIONSHIP:

NORTH:	<u>Mixed</u>	HIGHER _____	LOWER <u>X</u>	SAME _____
SOUTH:	<u>Agricultural</u>	HIGHER _____	LOWER _____	SAME <u>X</u>
EAST:	<u>Jordan River parkway</u>	HIGHER _____	LOWER <u>X</u>	SAME _____
WEST:	<u>Military Reservation</u>	HIGHER <u>X</u>	LOWER _____	SAME _____

C. ATTACH COPY OF INSTALLATION MAP SHOWING FOOTPRINT OF AREA UNDER CONSIDERATION.

II. SITE OWNERSHIP HISTORY AND USE:

A. CURRENT OWNER: US Department of the Army and Utah State Armory Board properties

B. CURRENT LAND USE: Military reservation cantonment land - no developed ranges or live fire.

C. PREVIOUS OWNER(S): Wilford C. Hardman properties from Tracts 7 and 8 of RE-D 1195.

D. PREVIOUS LAND USE: Land within proposed right-of-way is currently mostly undeveloped. Previous uses include crop production and a railroad right-of-way. A portion currently is used as a public trail.

III. PROPOSED FUTURE USE(S):

A. TYPE USE(S): Utility easement within military reservation.

B. USER POPULATION: UTNG personnel, Jordan Valley Water District maintenance.

C. ANY OBVIOUS USE RESTRICTIONS: None

IV. PROPERTY FEATURES / COMMENTS:

The easement enters Camp Williams property on the south where it follows the southern installation boundary adjacent to the public safety driver's course to the southeast corner of the installation. There are no significant features along this property line. The easement then follows the eastern property line until it exits Camp Williams onto Hardman property. It re-enters Camp Williams and shortly thereafter it encounters the former railroad right-of-way grade. It follows this grade where it encounters a Jordan River public trail system established on the same grade and follows this through the Jordan Narrows area. The portion of the easement coincident with the Jordan River trail includes a number of utility features, including buried canal culvert within the easement, irrigation piping and pumping features, manholes, vaults, electrical pull boxes, and overhead high-voltage electricity.



V. SITE INSPECTION:

DATE: 12/13/12

INSPECTOR: Shaun Nelson, UTNG Cultural Resource Manager

VI. INTERVIEWEES:

NAME: Erik Sewell, UTNG Water Resource Manager DATE: 17 Dec 2012

COMMENT: Mr. Sewell provided information relevant to irrigation utilities.

VII. RELEVANT DOCUMENTS REVIEWED

1. A Cultural Resources Inventory for the Jordan Valley Water Pipeline Through Camp Williams, Salt Lake and Utah Counties, Utah. Utah State Antiquities Project Number U-13-UV-0007m. Section 106 and U.C.A. 9-8-404 (Cultural) Compliance. Finding of No Adverse Effect.
2. Memorandum for Record - Section 7 Endangered Species Consultation - Camp Williams, 6 Dec 2012.
3. Environmental Baseline Survey (EBS) Camp Williams Military Reservation. May 2008.

VIII. SITE CHARACTERISTICS

	YES	NO	REMARKS/DOCUMENT REFERENCE
1. SUSPICIOUS/UNUSUAL ODORS	---	<u>x</u>	
2. DISCOLORED SOILS	---	<u>x</u>	
3. DISTRESSED VEGETATION	---	<u>x</u>	
4. DIRT / DEBRIS MOUNDS	---	<u>x</u>	
5. GROUND DEPRESSIONS	---	<u>x</u>	
6. POL STAIN	---	<u>x</u>	
7. ASBESTOS CONTAINING MATERIALS	---	<u>x</u>	
8. ABOVE GROUND STORAGE TANKS	---	<u>x</u>	
SIZE/PRODUCT: _____			
9. UNDERGROUND STORAGE TANKS	---	<u>x</u>	
LOCATION(S): _____			
SIZE/PRODUCT: _____			
10. LANDFILLS / WASTE PILES	---	<u>x</u>	
11. IMPOUNDMENTS / LAGOONS	---	<u>x</u>	
12. INJECTION WELLS	---	<u>x</u>	
13. DRUM / CONTAINER STORAGE	---	<u>x</u>	
(PRODUCT): _____			

	YES	NO	REMARKS/DOCUMENT REFERENCE
14. INCINERATOR	<u>    </u>	<u>  x  </u>	
15. ELECTRICAL TRANSFORMERS	<u>    </u>	<u>  x  </u>	
16. STANDPIPES / VENT PIPES	<u>  x  </u>	<u>    </u>	An approx. 3' diameter stand pipe serves the irrigation lift station along the Jordan River trail.
17. DISCHARGE TO SURFACE WATERS / DITCHES	<u>    </u>	<u>  x  </u>	
18. POWER OR PIPE LINES	<u>  x  </u>	<u>    </u>	Overhead high voltage, buried electrical, and buried box-culvert canal exist within the easement.
19. MINING / LOGGING ACTIVITY	<u>    </u>	<u>  x  </u>	
20. GROUNDWATER MONITORING WELLS	<u>    </u>	<u>  x  </u>	
21. OTHERS:			

A. CULTURAL RESOURCES: (HISTORIC PROPERTIES / ARCHEOLOGY) - Two archaeological sites are present within the proposed project/easement corridor. The first, 42UT1757, is a segment of the ca. 1912 Salt Lake & Utah Railroad, which carried passengers and freight between northern Utah and Utah Valley. The second site, 42UT705, consists of a segment of the ca. 1901 Saratoga Canal, which provided irrigation water to beet fields in northern Utah County. Both sites are considered eligible for listing on the National Register of Historic Places for their association with persons and/or events which are significant in the region's history. Given that these sites are not considered eligible due to distinctive characteristics of construction or design, nor are they eligible for their ability to yield any additional archaeological data, there are no restrictions related to ground disturbance or other activities relative to these sites.

B. ENDANGERED / THREATENED SPECIES: (STATE / FEDERAL LIST) - According to the Dec 2012 MFR no listed species were observed in the area of the easement.

C. WETLANDS (If present, attach sketch or map and describe mitigation) - No wetlands are identified.

IX. MAPS: Attached to the report. Proposed water line easement is shown in red.

X. OTHER INFORMATION:

XI. MCAR CATEGORY

A.   I   (I, II, OR III; See explanation at AR 200-1, § 15-6.b.) There is no reason to suspect contamination will be encountered during construction.

B. RATIONALE: There is no visual evidence of possible contamination on the site. In addition past activities are unlikely to have resulted in contamination.

XII. OTHER RECOMMENDATIONS: None

XIII. PREPARED BY: 

Robert K Price

TITLE: Environmental Manager

DATE: 7 February 2013