



RESOLUTION No. 11-01-2023

A RESOLUTION TO PROVIDE WATER LINE EASEMENTS TO CENTRAL UTAH WATER CONSERVANCY DISTRICT (CUWCD) TO ALLOW FOR CENTRAL UTAH PROJECT (CUP) WATER PIPELINE INSTALLATION AND MAINTENANCE WITHIN SANTAQUIN CITY PROPERTY AND RIGHTS-OF-WAY

WHEREAS, the City Council of Santaquin City acknowledges the need to enhance the City's secondary, pressure irrigation water supply to meet the current and future needs of the community; and

WHEREAS, CUWCD has designed the Central Utah Project (CUP) pipeline and associated infrastructure to deliver CUP water to Santaquin City; and

WHEREAS, Santaquin City is contractually obligated to accept delivery of CUP water by virtue of an executed March 15, 2005 agreement between CUWCD, The US Bureau of Reclamation, South Utah Valley Municipal Water Association (SUVMWA), and the US Department of the Interior; and

WHEREAS, Santaquin City is a member of the SUVMWA; and

WHEREAS, at the request of CUWCD, Santaquin City is willing to provide the needed perpetual easements for installation and maintenance of CUP pipelines within City Rights-of-Way and on other City properties;

NOW THEREFORE, BE IT RESOLVED by the of Santaquin City Council that Mayor Daniel M. Olson is authorized to sign easement documents in substantial form as those attached hereto for the Central Utah Water Conservancy District to install and maintain the CUP pipeline and related infrastructure within Santaquin City property and Rights-of-Way and other City property.

Approved on this 7th day of November, 2023.

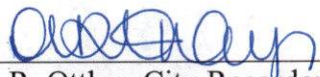

Daniel M Olson, Mayor

Councilmember Art Adcock
Councilmember Elizabeth Montoya
Councilmember Lynn Mecham
Councilmember Jeff Siddoway
Councilmember David Hathaway

Voted Yes
Voted Yes
Voted Yes
Voted Yes
Voted Yes



Attest:


Amalie R. Ottley, City Recorder

Central Utah Project Completion Act
Utah Lake Drainage Basin Water Delivery System
Santaquin Reach Pipeline
Utah County, Utah

Temporary Construction Right-of-Entry

Santaquin City, (“Permitter”) does hereby grant to the Central Utah Water Conservancy District and Department of Interior, their representatives and construction contractors (collectively “Permittees”) permission to temporarily enter upon the following two described real properties (“Properties”):

An area of 0.06 acre of vacant land as shown on Exhibit A-1 attached hereto located on Assessor Parcel 48:374:0003 in Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the West Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base & Meridian, thence North 1838.05 feet; thence East 1070.59 feet to the True Point of Beginning; thence South 80°33'26" East 13.49 feet; thence South 80°33'23" East 30.41 feet; thence South 00°00'00" West 60.74 feet; thence North 90°00'00" West 43.31 feet; thence North 00°00'00" East 67.94 feet to the point of beginning; and

An area of 1.74 acres of vacant land as shown on Exhibit A-2 attached hereto located on Assessor Parcel 32:009:0046 in Section 3, Township 10 South, Range 1 East, Salt Lake Base and Meridian and further described as:

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base & Meridian, thence North 884.65 feet; thence East 1961.56 feet to the True Point of Beginning; thence North 89°43'00" East 317.86 feet; thence South 00°17'00" East 40.00 feet; thence North 89°43'00" East 10.00 feet; thence South 00°17'00" East 458.22 feet; thence South 89°43'00" West 30.00 feet; thence North 00°17'00" West 330.60 feet; thence North 90°00'00" West 297.80 feet; thence North 00°09'29" West 40.00 feet; thence North 00°21'03" West 126.15 feet to the point of beginning.

This right-of-entry (“Agreement”) is for the purpose of providing temporary construction work area adjacent to locations where water delivery turnouts are being constructed to serve Santaquin City as part of the Santaquin Reach Pipeline. The work areas also provide construction access to Ginger Gold Road and to Summit Ridge Parkway. This Agreement shall terminate on May 20, 2026, or upon the completion of construction of the Santaquin Reach Pipeline, whichever occurs first.

The Permittees agree to:


1. Require the construction contractor to reseed all disturbed areas on the Property with either Intermountain Farmers Association non-irrigated pasture mix seed or UDOT highway seed mixture at the choice of the Permitter.
2. Restore the land to pre-existing condition.
3. Require the construction contractor to name Santaquin City as an "additional insured" on the contractor's liability insurance policy for construction.
4. Not allow the construction contractor to use the area described herein except for access and local staging for the construction of the adjacent water delivery turnout structures and pipes. The property shall not be used for a batch plant, material stockpiling or construction yard without a separate agreement with Santaquin City.

IN WITNESS THEREOF, we have set our hands this 7th day of NOV 2023.

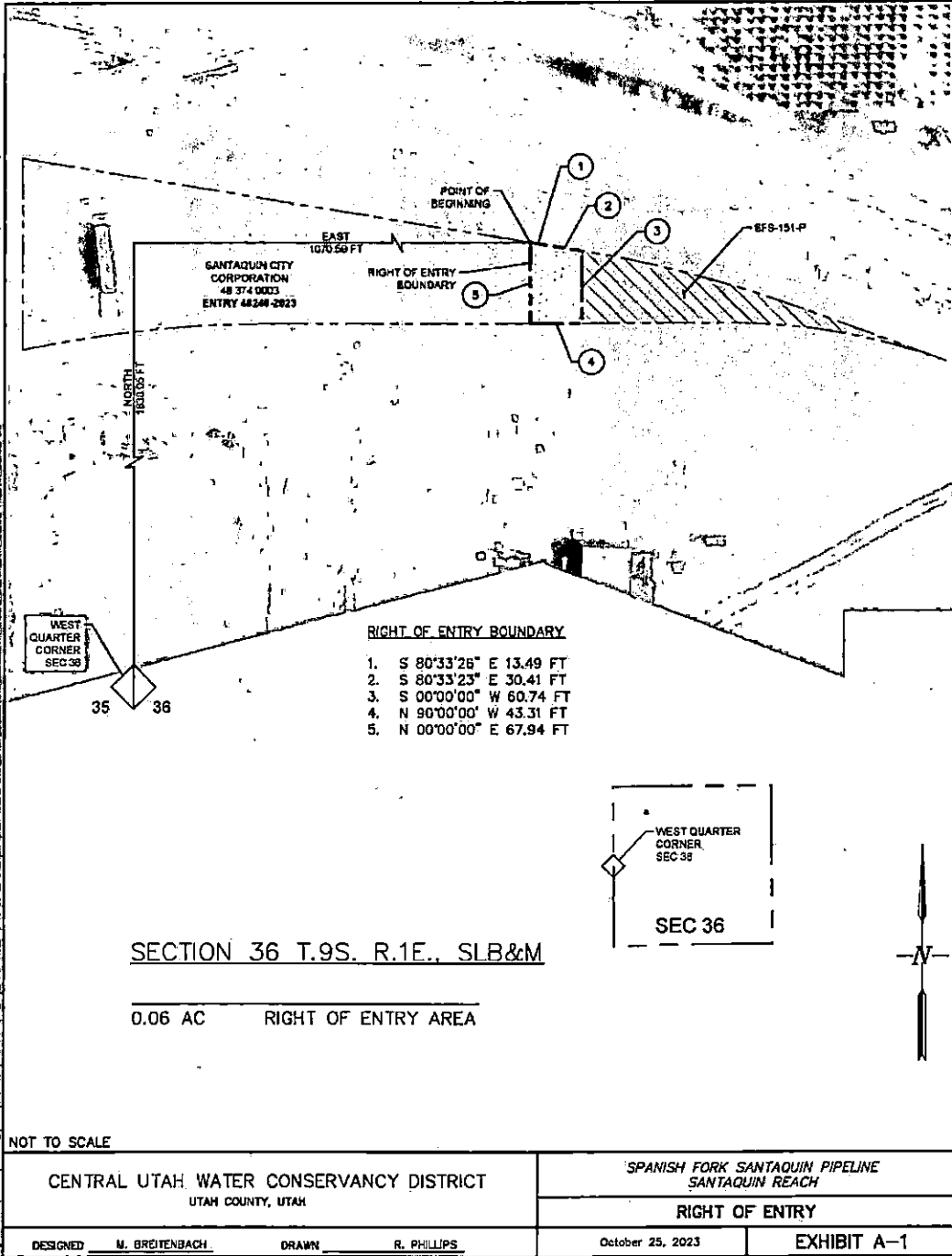
Santaquin City



ACCEPTED:
Central Utah Water Conservancy District


By and Date:

By and Date:





United States Department of the Interior

OFFICE OF THE SECRETARY
Central Utah Project Completion Act Office
302 East Lakeview Parkway
Provo, Utah 84606

CA-1000
2.2.3.18

HAND DELIVERED

Mr. Norm Beagley
City Manager, Santaquin City
275 West Main Street
Santaquin, Utah 84655

Subject: Land Acquisition – Santaquin City – Contract No. 24-LA-40-0040, Parcel No. SFS-188(P) – Spanish Fork Santaquin Pipeline – Santaquin Reach – Utah Lake Drainage Basin Water Delivery System – Section 202(a)(1) – Central Utah Project Completion Act

Dear Mr. Beagley:

The United States of America through the Central Utah Project Completion Act Office is in the process of acquiring right-of-way in connection with the construction of the Spanish Fork Santaquin Pipeline – Santaquin Reach, Utah Lake Drainage Basin Water Delivery System, Central Utah Completion Act. We propose to purchase from you a 0.42-acre perpetual easement designated as Parcel No. SFS-188(P).

In accordance with Section 301(3) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (84 Stat. 1894), as amended, we are furnishing the following information concerning the proposed acquisition. An estimate of value was made of the subject property in accordance with the regulations governing Federal acquisition of land. As required by law, any increase or decrease in the fair market value of your property caused by the project, except with respect to severance damages, if any, has been disregarded. The just compensation for your property has been determined to be \$12,600.00, which amount is not less than the approved market value.

Enclosed for your review and consideration is the original and one copy of a Contract and Grant of Easement (Contract) as well as a land description and plat map. If the terms and provisions of this Contract meet with your approval, please sign the Contract exactly as your name(s) appear. The signature(s) must be properly acknowledged (notarized). The original Contract should then be returned to this office for further processing.

Should you desire additional information concerning this proposed acquisition, please telephone Mr. Bruce Whiting at (801) 379-1061 or by email at bwhiting@usbr.gov. For Text Telephone Relay Service access, call the Federal Relay System Text Telephone (TTY) number at (800) 877-8339.

Sincerely,

REED MURRAY

Digitally signed by REED
MURRAY
Date: 2023.10.20 08:26:20
-06'00'

Reed R. Murray
Program Director

Enclosures – 2-

ec: mark@cuwcd.gov
dhernandez@usbr.gov
bwhiting@usbr.gov
(w/encls to each)

Contract No. 24-LA-40-0040
Parcel No. SFS-188(P)

UNITED STATES
DEPARTMENT OF THE INTERIOR

UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM
SPANISH FORK SANTAQUIN PIPELINE – SANTAQUIN REACH
CENTRAL UTAH PROJECT COMPLETION ACT
CONTRACT AND GRANT OF EASEMENT

THIS CONTRACT AND GRANT OF EASEMENT, is made this ____ day of _____, 2023, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, particularly the Colorado River Storage Project Act, Act of April 11, 1956 (70 Stat. 110, et seq.), as amended; and the Reclamation Projects Authorization and Adjustment Act of 1992 (P.L. 102-575), as amended, between the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the “United States”, and SANTAQUIN CITY, hereinafter referred to as the “Grantor”,

WITNESSETH, that for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

1. The Grantor, by this Contract and Grant of Easement, hereby conveys and warrants to the United States of America and its assigns, free of lien or encumbrance, except as otherwise provided herein, the following described interests in real property situated in the County of Utah, State of Utah, to-wit:

A Perpetual Easement to construct, reconstruct, operate, maintain, and replace underground water pipeline or pipelines and appurtenant structures, on, over, under, or across the following-described land:

One parcel of land situated within Section Three (3), Township Ten (10) South, Range One (1) East, Salt Lake Base and Meridian, containing an area of 0.42 acre, more or less, and more particularly described as follows:

Parcel SFS-188(P) PERPETUAL EASEMENT

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East, Salt Lake Base & Meridian, thence North 846.27 feet; thence East 2289.62 feet to the True Point of Beginning; thence North 89°43'00" East 40.00 feet; thence South 00°17'00" East

458.22 feet; thence South 89°43'00" West 40.00 feet; thence North 00°17'00" West 458.22 feet to the point of beginning.

Said Parcel SFS-188(P) contains an area of 0.42 acre, more or less.

1a. The Grantor warrants that Grantor is the owner of the real property whereon the above-described easement lies.

1b. The Grantor, for itself, its successors and assigns, agrees that, within the perpetual easement area described herein, it shall not: (i) erect, construct, or permit to be constructed, any permanent building, structure, or improvement of any kind (except as may be defined hereinafter), nor shall Grantor construct or permit others to construct or install any fences, hard surfaced areas, or other permanent or temporary obstructions or improvements within the boundaries of the easement area that might interfere with the United States ability to gain access to the easement for operation, maintenance, repair, and replacement purposes. Any such obstruction installed or permitted to be constructed, installed, or maintained within the boundaries of the easement area shall be removed at Grantor's sole expense; (ii) plant any tree or shrubs on any portion of the easement, nor dig or drill any holes or wells, nor increase or decrease the ground elevations existing at the time this document is executed, on all or any portion of the easement; (iii) remove materials from the area without the approval of the United States, its agents or assigns.

1c. In the event that Grantor, its heirs, successors, or assigns, places or permits to be placed, any encroachment on any portion of the easement, the United States shall have the right to remove the encroachment after five (5) days written notice to Grantor, and Grantor, its heirs, or successors, or assigns, agrees to pay all costs incurred by the United States in removing the encroachment. All costs shall earn interest at the rates set by Utah law for interest on judgments until Grantor has reimbursed the United States for the cost of removal of any such encroachment. Any damage to the United States' property or appurtenant structures caused by the Grantor's use or encroachment of the easement shall be repaired at the sole cost and expense of the Grantor.

1d. The Grantor, for itself, its successors and assigns, understands and agrees that any alteration, modification, change, or placement of improvements, by Grantor or any third party, within the above-described easement area, subsequent to the date of execution of this Contract and Grant of Easement, shall be made at Grantor's own risk, and Grantor hereby releases the United States from liability for any and all loss or damage of every description or kind whatsoever which is caused by or as a direct result of such alteration, modification, change, or placement of improvements within said area; provided, however, that nothing in this Article shall be construed as releasing the United States from liability for its own negligence or the negligence of its employees, agents or contractors. The United States' liability is governed by the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

1e. The rights to be granted to the United States, as described in Article 1 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in Grantor and/or in third parties if not administratively objectionable; (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits, or pipelines, on,

over, under, or across said lands if not administratively objectionable; and (iii) court liens, judgments or financial encumbrances, such as Deeds of Trust, where (a) obtaining a release of the interest to be acquired by the United States requires payment of an administrative fee to the lienholder that is deemed prohibitively expensive by the acquiring agency and the reviewing attorney, and (b) a property is not encumbered in excess of fifty percent of its reasonable value and the purchase price being paid by the United States does not exceed twenty percent of the value of the tract, as value is estimated by the acquiring agency or by the local tax assessor.

1f. The United States may, in its sole discretion, erect, maintain, or use gates in all fences which now cross or later may cross any portion of the easement(s) to enable the United States to take equipment along the easement(s) to perform required maintenance and repair. Grantor may lock any such gate to prohibit the public from unlawful access to the easement area, but Grantor shall provide the United States a key to any such lock at Grantor's expense.

1g. The United States shall also be entitled to trim, cut, or clear away trees, brush, or other vegetation or flora from time to time as the United States determines in its sole discretion without additional compensation.

2. The following SPECIAL PROVISION set forth additional details, terms, and specifications hereby agreed to in connection with construction of the Spanish Fork Santaquin Pipeline – Santaquin Reach, which is the subject matter of this Contract and Grant of Easement:

(a) The Pipeline will be constructed in accordance with the plan drawings and specifications submitted to and received by Santaquin City. In the event that unidentified buried utilities, other hidden obstacles or unexpected geotechnical subsurface conditions are encountered during construction, the United States shall have the right to adjust the Pipeline grade or location in consultation with the Grantor. Such changes in Pipeline grade or location will be noted on as-built drawings provided to the Grantor. The Grantor agrees to record a corrected permanent easement to reflect the as-built pipeline facility locations if requested by the United States.

(b) The plan drawings and standards and specifications will detail how the project is to proceed. The Contract Santaquin Reach Specifications and Drawings for this project (Specifications and Drawings) have been reviewed and approved by the Grantor and shall be incorporated and made a part of this contract.

(c) The United States agrees to design and construct the Pipeline in accordance with sound engineering standards.

(d) The United States will require the contractor hired in a separate contract to: (i) construct the Pipeline in such a manner so as to not block the adjoining residents from ingress and egress to their homes or businesses for more than a 24-hour period, unless the contractor makes other arrangements with the affected property owners or businesses; (ii) hire a public information manager available at all hours of the day or night to deal with homeowner, renter, and business owner occupant issues related to the construction project. Grantor recognizes the construction contractor will sequentially close sections of roadway

for construction work and to detour traffic in accordance with the Specifications and Drawings.

(e) The Grantor agrees that for all future utility projects, roadways, parking lots, trails or other hardened surface project crossings within the permanent easement granted by the United States, the Grantor shall submit notification to the United States for review and approval by the United States. Said notification shall be submitted by Grantor prior to the commencement of construction thereof and shall include details of the proposed action, including any applicable maps, engineering drawings to scale and specifications.

Within 20 days of receipt of the Grantor's notification, the United States shall review the notification, determine if additional information is necessary and which additional reviews, including NEPA, are required. The United States shall notify the Grantor of any additional requirements and the estimated time of completion of any required reviews. If the Grantor does not receive a response from the United States within 20 days, the Grantor may complete projects for which notification was submitted. Said notification and response will serve to provide mutual protection of the Pipeline and Santaquin City utilities at no cost to the Grantor. The United States agrees that following any such review and response, approval will not be unreasonably withheld.

(f) To the extent authorized by law, the United States of America agrees to waive fees for future encroachment permits filed by the Grantor for encroachments along or crossing the Pipeline.

3. The acquiring federal agency is the U.S. Department of the Interior represented by the officer executing this contract, his duly appointed successor, or his duly authorized representative.

4. The United States shall purchase said easement on the terms herein expressed, and on execution and delivery of this Contract and Grant of Easement, and approval by the proper officials of the United States, it shall cause to be paid to the Grantor as full purchase price the sum of TWELVE THOUSAND SIX HUNDRED DOLLARS (\$12,600.00).

5. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this Contract and Grant of Easement. The expense of recording this Contract and Grant of Easement shall be borne by the United States.

The United States shall reimburse the Grantor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Grantor:

(a) Recording fees, transfer taxes and similar expenses incidental to granting the easement described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property.

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of

possession of such real property by the United States, whichever is earlier.

The Grantor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by Grantor and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

6. In the event that liens or encumbrances other than those expressly provided herein do exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this Contract and Grant of Easement, nor as an assumption of any lien or encumbrance by the United States.

7. It is agreed that, at its election, the United States may draw its check in payment for granting the above-described easement to the order of the title contractor or closing agent, and the Grantor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Grantor; and to remit the balance of the proceeds to Grantor; together with an itemized statement of the payments made on Grantor's behalf.

8. This Contract and Grant of Easement shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Grantor, and the assigns of the United States.

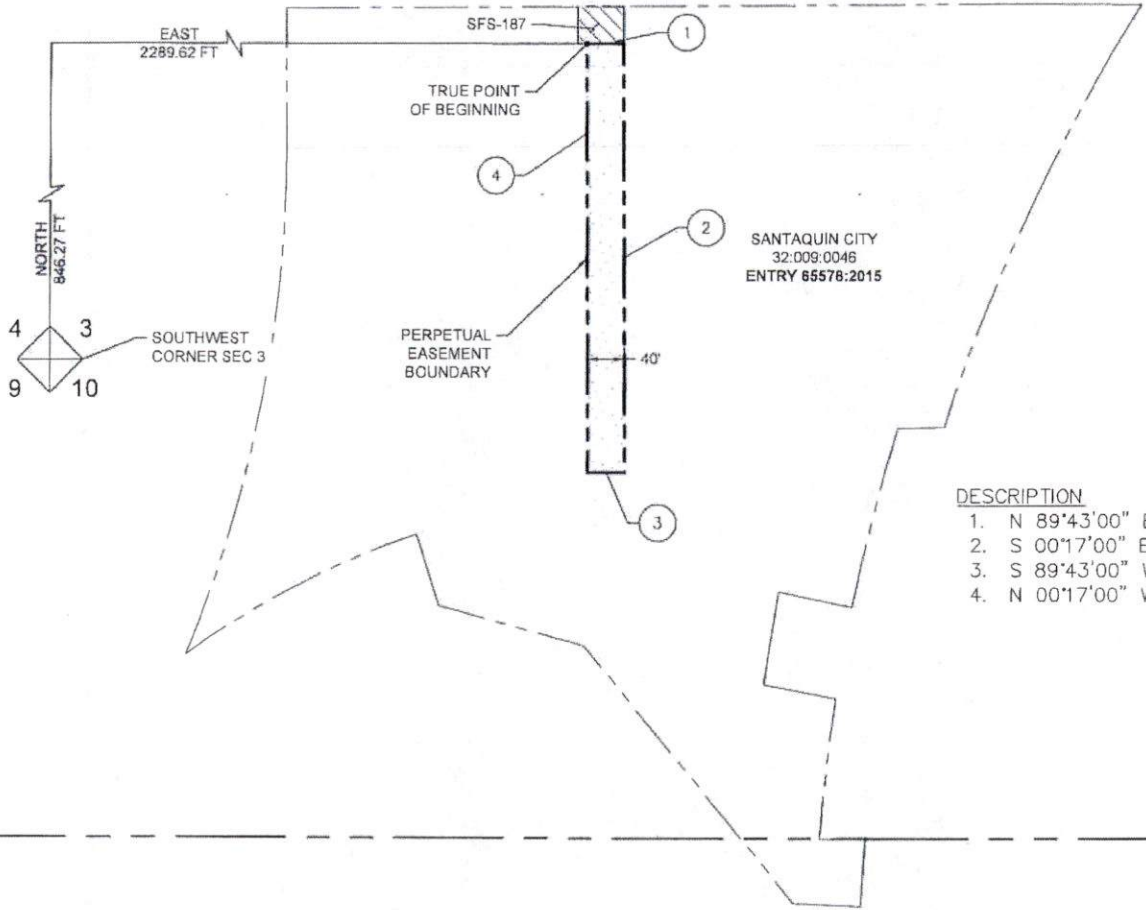
9. After execution of this contract by the United States, the proper officers, agents, and assigns of the United States shall, at all times, have unrestricted access to said easement for the construction, reconstruction, operation, or maintenance of the Spanish Fork Santaquin Pipeline – Santaquin Reach, free of any claim for damage or compensation on the part of the Grantor, except as otherwise provided for in this contract.

10. If the Secretary of the Interior determines that the title to the easement should be acquired by the United States by judicial procedures, either to procure a safe title or to obtain title more quickly, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

11. 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. 982 (28 U.S.C. §1346(b), 2671 et seq.) or other applicable law.

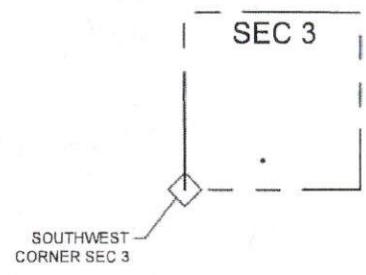
12. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract and Grant of Easement, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

13. Time is of the essence in the performance of this Contract and Grant of Easement.



- DESCRIPTION**
1. N 89°43'00" E 40.00 FT
 2. S 00°17'00" E 458.22 FT
 3. S 89°43'00" W 40.00 FT
 4. N 00°17'00" W 458.22 FT

SECTION 3 T.10S. R.1E., SLB&M



PARCEL SFS-188-(P) 0.42 AC PERPETUAL EASEMENT

NOT TO SCALE

CENTRAL UTAH WATER CONSERVANCY DISTRICT
UTAH COUNTY, UTAH

UNITED STATES
DEPARTMENT OF THE INTERIOR
CENTRAL UTAH PROJECT COMPLETION ACT
UTAH LAKE DRAINAGE BASIN WATER DELIVERY SYSTEM

DESIGNED <u>R. PHILLIPS</u>	DRAWN <u>R. PHILLIPS</u>
CHECKED <u>Wynne Neill</u>	APPROVED <u>Mark A. Bristow</u>
DATE <u>September 28, 2023</u>	DATE <u>9-28-23</u>

SPANISH FORK SANTAQUIN PIPELINE
SANTAQUIN REACH
RIGHTS-OF-WAY

TRACT SFS-188-(P)

September 28, 2023

EXHIBIT B

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Central Utah Water Conservancy District
Utah Lake Drainage Basin Water Delivery System
Spanish Fork Santaquin Pipeline- Santaquin Reach

EXHIBIT A

DESCRIPTION OF REAL ESTATE IN
UTAH COUNTY, STATE OF UTAH

One parcel of land situated within Section Three (3), Township Ten (10) South,
Range One (1) East, Salt Lake Base and Meridian, containing an area of 0.42 acre, more
or less, and more particularly described as follows:

Parcel SFS-188(P)

PERPETUAL EASEMENT

Commencing at the Southwest Corner of Section 3, Township 10 South, Range 1 East,
Salt Lake Base & Meridian, thence North 846.27 feet; thence East 2289.62 feet to the
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East 458.22 feet; thence South 89°43'00" West 40.00 feet; thence North 00°17'00" West
458.22 feet to the point of beginning.

Said Parcel SFS-188(P) contains an area of 0.42 acre, more or less.

Aymn Thiele
Checked

September 28, 2023
Date

Mark A. Breitelbad
Approved

9-28-23
Date