

# **JORDAN RIVER WETLAND ACQUISITION & MANAGEMENT PLAN**





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## INTRODUCTION

In autumn of 1993, Salt Lake County signed an agreement with the Utah Division of Wildlife Resources to develop a wetland acquisition and management plan, pursuant to establishment of conservation reserves authorized under Section 311(c) in the Reclamation Projects Authorization and Adjustment Act of 1992.

This measure also created the Utah Reclamation Mitigation and Conservation Commission, appointed by the President, that would "formulate the policies and objectives for the implementation of certain projects authorized by the Act and administer expenditures of substantial federal funds."

Specifically, Section 311(c) reads:

"Of the amounts authorized to be appropriated by section 201, \$ 7,000,000 shall be available only for the acquisition of wetland acreage, including those along the Jordan River identified by the multi-agency technical committee for the Jordan River Wetlands Advance Identification Study."

In August, 1994, Salt Lake County signed an agreement with the United States Department of Interior for funding the Jordan River Wetland Acquisition Project. This project is voluntary, and constrained to dealing with willing sellers. There is no intent by the County to use condemnation in obtaining wetland reserves. This constraint may prove problematic for the entire program.

The objectives here are to present information to federal, state, county and municipal agencies, conservation groups and interested citizens, regarding to the processes to be used in obtaining and managing wetland reserves along the Jordan River. Extensive mapping of ownership parcels, wetland boundaries, hydric soils, floodplains, and stability zones is presented as a tool to help identify conservation opportunities and integrate them into a total Jordan Riverway plan.

The conservation and enhancement of these important wetland resources will provide an important legacy for all Salt Lake County residents. The long-term management and monitoring of the resource will become a familiar routine necessary for flood & pollution control, river stability, ecological food chain support for fish & wildlife resources, and critically needed and unique forms of urban recreation.

**I. PROPERTY OWNERSHIP AND PARCELS LOCATED WITHIN  
PRIORITY WETLANDS ALONG THE JORDAN RIVER**

**A. Sidwell Plat Updating & Wetland Mapping**

Salt Lake County Sidwell property plats were updated for the project as per request from the County Commission. Land parcels were identified based on mapping provided by Salt Lake County Management Information Services (MIS). The mapping was based on non-digitized, hand-drawn boundaries from the Jordan River Wetland Advance Identification Study (WAIDS). **Figure One** indicates the parcel base mapping product.

**B. Parcel and Potential Wetland Ownership**

The WAIDS mapping, integrated with the updated Sidwell plats, enabled the County Recorder to select ownership from parcels which appeared to contain wetlands. The ownership list was generated through this process, and a printout prepared which listed the property parcel code, name of owners, addresses, and estimated percentages of wetland. **Table One** summarizes the potential wetland seller listings.

**C. Mapping Data Transfer and Error**

Development of this list was not without problems. The WAIDS data was compiled and interpreted prior to adoption of the 1987 Corps of Engineers Delineation Manual, and utilized a comprehensive, rather than site-specific assessment approach. There was therefore a substantive potential for error in the wetland mapping data utilized. Comprehensively collected data relied on intensive survey transect data collection within one representative portion of the wetland basin. This data was applied or extrapolated among other areas which possessed similar vegetation patterns.

In some situations, wetlands which were mapped did not meet the 1987 Manual definition. In others, areas not mapped did.

Another complication arose from the hand-drawn mapping, which often distorted the accuracy of the location of the presumed wetland. The three-phase process of collecting data, plotting it onto aerial photographs, transferring those boundaries to U.S. Geological Survey Quads, and again transferring to the parcel maps, often resulted in misplaced or inaccurate boundaries.

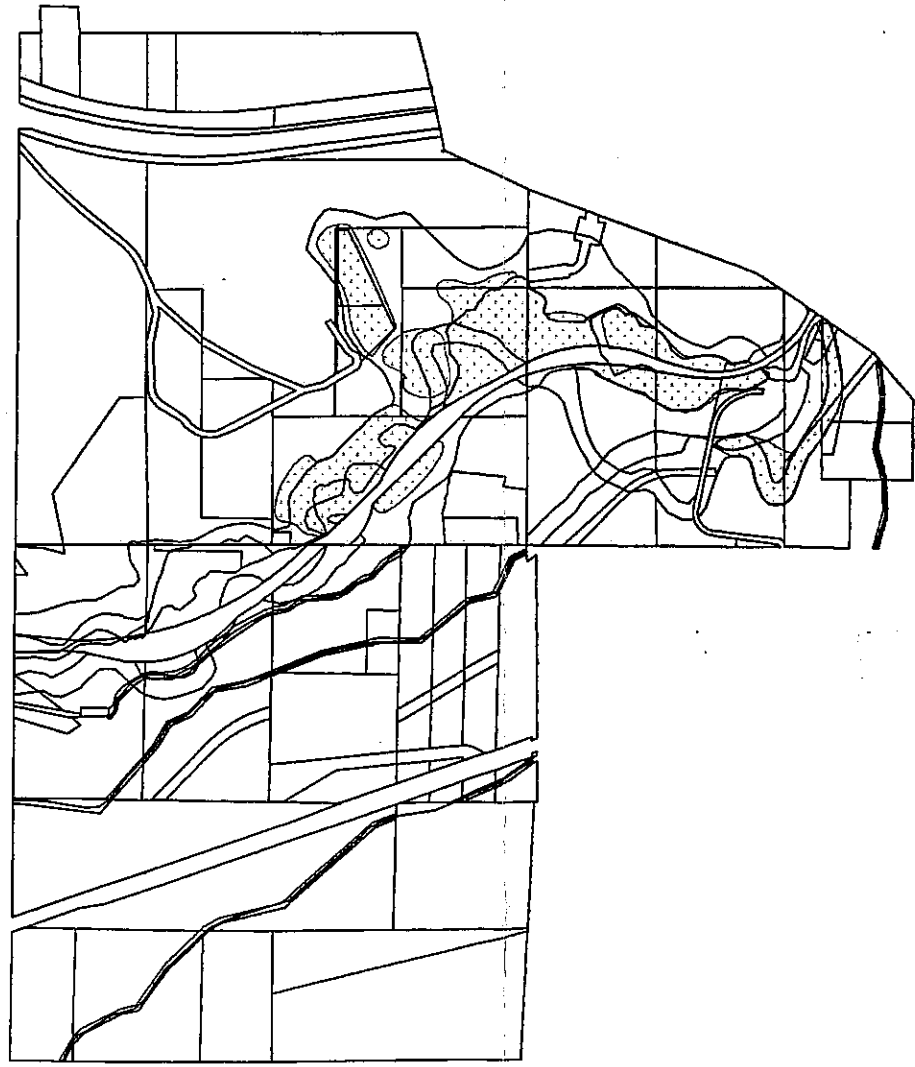
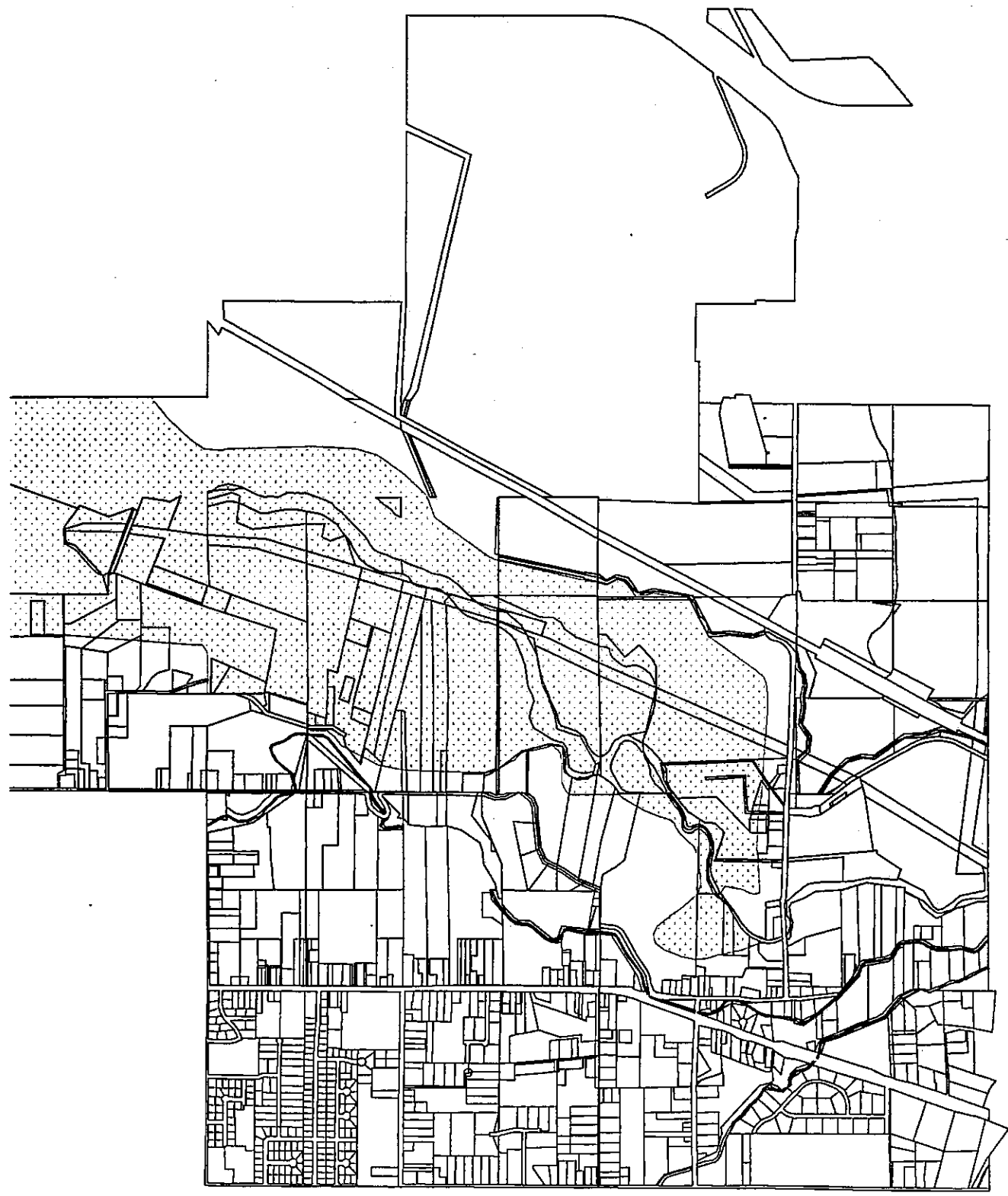


FIGURE ONE

UPDATED OWNERSHIP PARCELS CONTAINING  
POTENTIAL WETLANDS ALONG THE  
JORDAN RIVER CORRIDOR



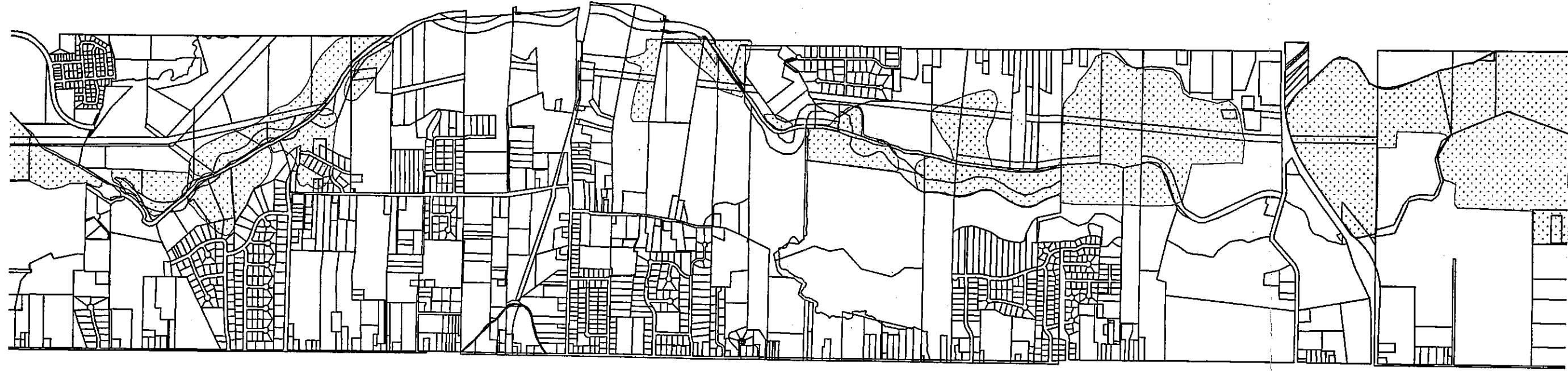


FIGURE ONE

UPDATED OWNERSHIP PARCELS CONTAINING  
POTENTIAL WETLANDS ALONG THE  
JORDAN RIVER CORRIDOR



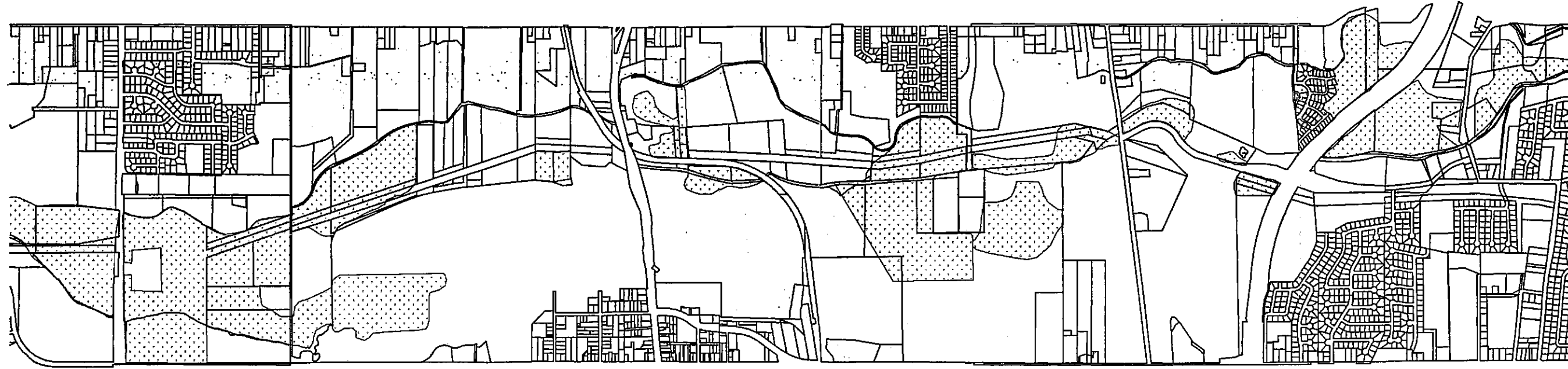


FIGURE ONE

UPDATED OWNERSHIP PARCELS CONTAINING  
POTENTIAL WETLANDS ALONG THE  
JORDAN RIVER CORRIDOR

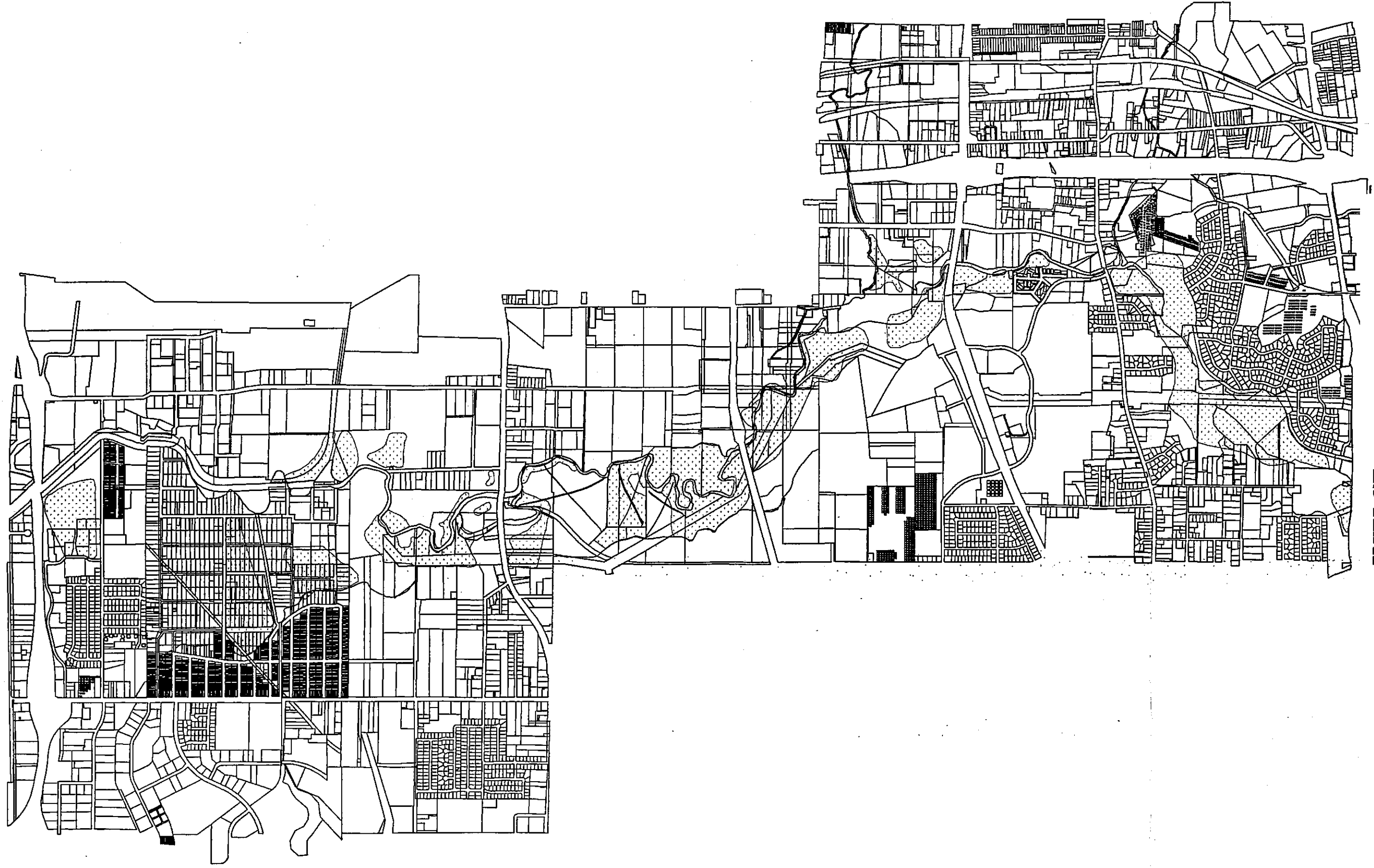


FIGURE ONE

UPDATED OWNERSHIP PARCELS CONTAINING  
POTENTIAL WETLANDS ALONG THE  
JORDAN RIVER CORRIDOR

TABLE ONE. POTENTIAL WETLAND SELLER LISTING

Parcel	TITLE	FirstName	LastName
211132/6034/6	MR. and MRS.	SCOTT E & KRISTENE G	ADAMS
1526351005	MR.	JACK C	ALDER
2123104002	MR. and MRS.	JEFF & BETTY A	ANDERSON
3302300003	MR. and MRS.	DAVID K & EUNICE M	ANDERSON
3310276016	MR. and MRS.	MOYAL P & SHIRLEY M	ANDERSON
3310278001	MR. and MRS.	MOYAL P & SHIRLEY M	ANDERSON
3310278003	MR. and MRS.	MOYAL P & SHIRLEY M	ANDERSON
3302176010	MR. and MRS.	WILLIAM L & NORMA L	ANGUS
2123104005	MS	SHERI S	ASMUS
2711402016	MR.	MARK D	BARDSLEY
2711402017	MR.	MARK D	BARDSLEY
210130/1008/1	MS	ELSIE	BARKER
3302300006	SIRS	NEPHI O & IVAN	BARLOW
1523352007	MR. and MRS.	LELAND D & DEBRIA C	BARNSON
2102277004	MR.	MARK	BEAVER
2723276019	MR.	WILLIAM K	BERG
2723276021	MR.	WILLIAM K	BERG
2711402003	MR. and MRS.	RONNIE L. & WAYNE L.	BOREN
2123103006	MR. and MRS.	W CORY & TINA T	BROWN
2735326004	MR.	STEPHEN E	BULT
1523352018	MR. and MRS.	DONA & DEE	BUSENBARK
2711404010	MR. and MRS.	DENNIS M & NANCY C	BUTTARS
2711404011	MR. and MRS.	DENNIS & NANCY	BUTTARS
3302300018	MR.	DAVID J	CALLISTER
2123129003	MR. and MRS.	AARON A & RACHELE	CARLINI
2112151001	MR. and MRS.	TONY A & M NANCY	CHAVEZ
212637/6004/6	MR. and MRS.	DAVID W & VERA K	CHIPMAN
2726400017	MS	HELEN L	COLBY
2114152016	MR. and MRS.	GREGORY L & CAROLINE S	COSTELLO
211132/6018/6	MR. and MRS.	CLARENCE A & CAROLYN C	CRESSALL
3323300004	MR.	MICHAEL E	CROMAR
3323300013	MR.	MICHAEL E	CROMAR
1523352002	MR. and MRS.	SAM R & LILLIAN	DANA
2735376004	MR. and MRS.	RICHARD M & CLO F	DILLMAN
152742/6003/6	MR.	WILLIAM	DOMICHEL
152742/6006/6	MR. and MRS.	FRANK & ANN A	DOMICHEL
2723376019	MR.	W PAUL	DRAPER
152722/701/ 7	MR.	LYNN P	DUNN
2714451013	MR. and MRS.	THOMAS K & WANDA L	EDMUNDS
2111326014	MR. and MRS.	DAVID O & JUNE T	EVANS
3302152001	MR.	ZAHID	FAROOQ
3302152002	MR.	ZAHID	FAROOQ
2714401007	MS	PATRICIA W	FORREST
2723400004	MR. and MRS.	WILLIAM & ALICE J.	GALLEGOS
2723400006	MS	ARLENE D	GALLEGOS
3302176012	MR. and MRS.	ROYAL G & JOAN	GARRETT
3302200005	MR.	DOUGLAS F	GARRETT
2735400006	MS	PRISCILLA O	GROVES
3302200001	MS.	PRISCILLA O	GROVES
152635/2011/2	MR.	IRVIN	GUSS
2735400022	MR. and MRS.	DOUGLAS J & FAYE	HADBROUCK
3302300026	MR. and MRS.	ALAN D & CHARLENE C	HALLIGAN
2123104008	MS	JUDY A	HARDMAN
1523352015	MS	DARLENE W	HARRIS

2711477001 MR.

ALTON L.

HARRISON

2735376013	MR.	DOUGLAS J	HASBROUCK
2735327005	]	DOUGALS D	HEINER
2735327006	MR.	DOUGLAS D	HEINER
2735376008	MR.	DOUGLAS D	HEINER
2735376009	MR.	DOUGLAS D	HEINER
2735376010	MR.	DOUGLAS D	HEINER
3302176005	MR.	LAMONT	HIGGINSON
2112105001	MR. and MRS.	DONALD V. & PATRICIA A	HOFELING
2112105002	MS	MILDRED A.	HOFELING
3302152011	MS	ELLEN B	HUFFMAN
3303477003	MR. and MRS.	ELLSWORTH B & ETTA	JOHNSON
2114351023	MR. and MRS.	WROBERT & ZELDA A	JOHNSON
1522457007	MR. and MRS.	SHERRIE L & EDGAR D	JONES
3310276011	MR. and MRS.	ROSS V & CONNIE M	JONES
3310276012	MR. and MRS.	KENNETH L & MERRY M	JONES
3310278002	MR. and MRS.	RICHARD C & DIANA L	JONES
2711276005	MR.	DON W	JUDY
2711426002	MR. and MRS.	DON W & DELLA F	JUDY
2711426003	MR. and MRS.	DON W & DELLA F	JUDY
2114326001	MR. and MRS.	RALPH & CORLENE	KEMKER
2711402013	MR.	STERLING B	LARSON
2711402014	MR.	STERLING B	LARSON
1522476011	MS	TINA	LAVEDER
1522476014	MR. and MRS.	GUY P & PAICIA A	LAVEDER
1522476015	MR. and MRS.	PAICK A & JANET K	LAVEDER
2723226012	MR. and MRS.	ORSON & BERNECE	LEAVITT
2123103004	MR. and MRS.	THOMAS A & ALICE E	LEE
2726200023	MS	CLAIRE S	LEIGH
3302152012	MR. and MRS.	WILLIAM J & RY C	LEWIS
1522476010	MR.	TERRY S	LITTLEFORD
1522476013	SIRS	RICKY J JR & ANGELO T	LITTLEFORD
3311151011	MR. and MRS.	BETTY J & FRANK E S	LOGAN
2111326006	MR. and MRS.	RAY W & FLORENCE L	LOVELL
2111230005	MR. and MRS.	NEIL R & SUSAN	LUND
2723176002	MR.	REED L	MARTINEAU
3310251013	MR. and MRS.	PHIL J & JOSEPHINE W	MATHEWS
2123104003	MR.	BLAIN P	MAW
1522476012	MR. and MRS.	GAY A & STANLEY A	MC ELREATH
1522476002	MR. and MRS.	THEODORE H & CHRISTINE	MC KINLEY
1526352003	MR.	CRAIG F	MCCULLOUGH
1523351001	MR. and MRS.	JERALD L & LORI L	MILLMAN
2711402011	MR. and MRS.	SEYED N & ROBYN	MOOSAVI
2101153001	MR.	RAY	MORRISON
2123103001	MR. and MRS.	KEVIN L & MICHELLE T	MORTON
2711202012	MR. and MRS.	GIDEON E & BETTY JO	MUMFORD
2711202015	MR. and MRS.	VICTOR W & HELEN H	MUMFORD
2711276007	MR. and MRS.	VICTOR W & HELEN H	MUMFORD
3302200007	MR.	HOWARD C &	NELSON
1522476007	MR.	CHAN NGOC	NGUYEN

3302300009	MR.	IVAN	NIELSEN
2711179019	MR. and MRS.	DOUGLAS F & LOIS A	OATES
2123103005	MR. and MRS.	GARY E & LORI L	OKSUTCIK
2711179006	MR. and MRS.	BARRY L & LAURIE JO	PAPENFUSS
2123102006	MR. and MRS.	DOUGLAS A & LEONE S	PARKER
2711402012	MR. and MRS.	WES & ANNA K	PARRAMORE
3302152009	MR. and MRS.	GERALD C & ELAINE G	PARRY
3302152010	MR. and MRS.	LEONARD L & VIVA E	PARRY
3303477005	MR. and MRS.	GERALD C & ELAINE	PARRY
2735200010	MR.	ALAN T	PARSONS
2735200011	MR.	ALAN T	PARSONS
3302300001	MR. and MRS.	LARRY E & TINA M	PERKINS
2711402018	MR. and MRS.	LEROY R & JANICE L	PETERS
2711402005	MR. and MRS.	FRANK W. & KATHRYN M.	REHRIG
2135400007	MR.	EARL	RICHARDSON
2702200006	MR. and MRS.	W EARL & CAROLYN M	RICHARDSON
2702200009	MR. and MRS.	W EARL & CAROLYN M	RICHARDSON
2702200010	MR. and MRS.	DUANE G & AFTON L	RICHARDSON
2702200011	MR. and MRS.	JAY V & SHARON W	RICHARDSON
2702200012	MR. and MRS.	FLOYD C & JERRY F	RICHARDSON
2702400001	MR.	FLOYD C	RICHARDSON
2702400004	MR.	FLOYD C	RICHARDSON
2111/326021/3MS		ELAINE E	RICHARDSON
2723400007	MR.	RICHARD	RINGWOOD
2111326043	MR. and MRS.	ROBINSON, JOHN E & SHEILA	ROBINSON
21112/27001/5MR.	and MRS.	RUSSELL R & DGE E	ROBISON
2123103003	MR. and MRS.	MICHAEL E & KATHY P	ROMERO
2711402004	MR.	DENNIS B	ROSE
2114352005	MR. and MRS.	GEORGE N & GREGORY N	ROUMPOS
1527426013	MR. and MRS.	NELDON R & JOYCE	SOMMERS
3302152005	MR.	ANTOINETTE	STAKER
2111326003	MR. and MRS.	CALVIN M & GLADYS V	STEADMAN
1522457005	MR. and MRS.	FORESTANO V & LINDA L	VALENTE
1523352016	MR.	DAVID	VANWAGENEN
2711402015	MR. and MRS.	TONY & CAROL	VENTURA
2123103002	MR. and MRS.	STEVEN R & LISA I	WALKER
2726200005	MS	MARSHA T	WARR
2726426009	MR. and MRS.	GEOFFREY W & SUZANNE M	WATSON
2735200003	MR.	JAY L	WEBB
3310226001	MR. and MRS.	HERBERT D & RHEA M	WILLIAMS
2123104004	MS	CAROLYN	WRIGHT
2711451017	MR.	ELDRED G	WRIGHT
2711179007	MS	ELNA C	YERGENSEN
2711179018	MR. and MRS.	R L & ELNA C	YERGENSEN
2726200001	MS	DONNA L	ZAGARICH
2726200019	MS	DONNA L	ZAGARICH
2735376020	MS	HEIDI	ZORN

## II. DEVELOPMENT OF THE ACTIVE INVENTORY AND IDENTIFICATION OF POTENTIALLY WILLING SELLERS

### A. Property Owner Notification Process and Map Update

Although many draw-backs were evident with the mapping data base, the notification process provided an opportunity to correct deficiencies. This was a simple task because most property owners denied that they had wetlands on their property.

In order to develop consensus regarding the known presence of wetlands on the property, wetland acreage estimates were reported to the owner based on relative percentage of the total parcel believed to be wetland. The owner was given a list of preferences, ranging from partially interested to non-interested. Many owners took the opportunity to respond to the acreage estimate, and to inquire regarding the location of wetlands, error, etc. (Figure Two).

Of approximately 100 surveys mailed to potential wetland property owners, 75 responded. Of the 75 responses, about 25 indicated their willingness to sell or participate in a conservation easement program.

Many property owners were eager to resolve errors in the mapping, or were curious to learn whether wetlands actually existed on the property. Numerous field audits were made, which resulted in many respondees being dropped from consideration. In the case of errors, correction letters were sent detailing the nature of the error, and dismissing the concern. In some cases, field delineations were conducted and letters sent rescinding the wetland designation.

### B. Identification of Willing Sellers and Active Inventory

By December of 1994, a preliminary list of willing sellers was compiled (Table Two), representing 25 owners and approximately 355 acres. The majority of properties occur in the upstream Jordan River segment between Bluffdale (Jordan Narrows) downstream to Murray (4800 South). Since the initial inventory, one property has been added of significant size.

Few large acreages are included in the active inventory. The largest is 75 acres, located in the Jordan Narrows. The smallest (.019 acres) is located in Riverton. Present efforts at acquisition are focused on the largest acreages, most of which are "manageable blocks" or those areas containing both wetlands and uplands.

Salt Lake County  
Board of Commissioners

Jim Bradley CHAIRMAN  
Randy Horiuchi  
Brent Overson



August 18, 1994

SALT LAKE COUNTY  
GOVERNMENT CENTER  
2001 S. State Street  
Suite N3003  
Salt Lake City  
Utah 84190-1000  
Tel (801) 468-3610  
Fax (801) 468-3602

FLOYD C RICHARDSON  
8721 S 1000 W  
WEST JORDAN, UT  
84008-9055

Re: Wetlands located at 951 W 9000 S  
835 W 9000 S

COMMISSION STAFF OFFICE  
Anthony W. Mitchell, Ph.D.  
Staff Manager

Dear MR. RICHARDSON:

In 1986, Salt Lake County, in cooperation with federal, state and local agencies, conducted a study of wetlands along the Jordan River from the Utah County boundary to 2100 South. An interagency technical team identified approximately 2000 acres of wetlands which are considered "presumptively unsuitable" by the Army Corps of Engineers for receiving Section 404 dredge and fill permits. This determination means that the wetlands located within the property probably cannot be developed.

Salt Lake County, in concert with the Department of Interior and State of Utah, using funding from the Central Utah Project Completion Act, is seeking to determine the willingness of wetlands property owners in this area to donate or sell wetlands for inclusion into a perpetual wetland-open space conservation reserve.

Based on the 1986 study, we have discovered that you own approximately 33.63 acres of property near this area, as outlined on the attached map. We may be interested in pursuing acquisition of the 32.47 acres of wetlands on your 33.63 acre ownership, and would appreciate your willingness in notifying us by August 31, 1994 of your willingness to donate or sell this property for the conservation reserve. A donation of the property, of course, would make you eligible for a contribution in-kind on your federal income tax return.

In the event there is personal property located on this 32.47 acres, there may be relocation benefits associated with any acquisition of the property. Therefore, this personal property should not be moved immediately because to do so could jeopardize receipt of these potential benefits.

FIGURE TWO. PROPERTY OWNER NOTIFICATION AND SURVEY



August 18, 1994  
RICHARDSON  
Page 2

Please direct your response or any inquiries regarding the study to:

Mr. Steven Jensen  
Water Resources Planning Coordinator  
N3003 Government Center  
2001 South State Street  
Salt Lake City, UT 84190-1000  
Telephone - 468-3630

Thank you for your cooperation!

Sincerely,

Joyce M. Valdez  
Right of Way/Relocation Agent

Enc.

Please check one of the following responses:

Yes, I am willing to consider donation of the wetlands on my 33.63 acres ownership for the conservation reserve.

Yes, I am willing to consider sale of the wetlands on my 33.63 acre ownership for the conservation reserve based on the current fair market value of the land to be determined by appraisal.

I am not willing to sell the wetlands on my 33.63 acre ownership at this time/ however, I would consider an offer to purchase a conservation easement.

I am not willing to sell the wetlands on my 33.63 acre ownership at this time, but perhaps in the future (approximate time frame: \_\_\_\_\_)

I am not willing to sell the wetlands on my 33.63 acre ownership, now or in the future.

Are there residences or other valuable improvements on your property? If so, briefly explain:

\_\_\_\_\_  
\_\_\_\_\_

Additional comments:

\_\_\_\_\_  
\_\_\_\_\_

TABLE TWO.

JORDAN RIVER WETLANDS RESERVE  
 PRELIMINARY LIST OF WILLING SELLERS  
 December, 1994.

NAME	PROPERTY ADDRESS	ACREAGE
Gines, Judy	13800 South 1100 West Riverton	10.3
Huffman, Richard	1100 West 13700 South Riverton	50.00
Chavez, Tony	704 West Clover Crest Murray	9.8
Fenn, Lester	1000 West 12200 South Riverton	8.9
Mathews, Phil	1654 West 14600 South Bluffdale	10.9
Barlow, Nephi/Ivan	1300 West 13903 South Riverton	34.7 CE
Hasbrouck, Douglas	925 WEST 13100 SOUTH	17.23 CE
Staker, Antoinette	1300 West 13735 South Riverton	1.0
Parry, Gerald	1100 West 13900 South Riverton	16.4
Richardson, Floyd	1000 West 9000 South West Jordan	45.42
Colby, Helen	1045 West 12300 South Draper	77.0
Robison, Russell	735 West 4800 South Murray	20.7
Rigby/McFarlane Trust		36.04
Valente		6.06
Callister, DAVID J.	1075 WEST 13900 SOUTH	.019
Jones		1.0 CE
Faroq, Zahid	1225 West 13700 South Riverton	.7

**PRELIMINARY LIST OF WILLING SELLERS**

December, 1994.

Page 2

<b>NAME</b>	<b>PROPERTY ADDRESS</b>	<b>ACREAGE</b>
McKinley, Theodore	1357 West Crystal Avenue West Valley City	1.05
Valley Bank & Trust aka Glen Pettit	1000 West 5000 South Taylorsville	2.77
S & R Ventures	1300 West 3595 South Salt Lake City	4.50
Lovell, Ray W.	1130 West 5063 South Murray/Taylorsville	2.73
Oates, Douglas	1300 West 9685 South West Jordan	5.79
Rose	1000 West 9901 South South Jordan	.41
Cottonwood Valley Partnership (Hatch)	500 West 4500 South Murray	1.48
KCD Associates	Bluffdale 902 W. Adams.	?
<b>TOTAL ACREAGE</b>		<b>354.59</b>
<b>ESTIMATED TOTAL COST (@ \$ 6,500/acre)</b>		<b>\$ 2,304,835</b>

### III. WETLAND ACQUISITION PRIORITIES AND PROCESS

#### A. Central Utah Project Committee Priorities

In February, 1993, the Board of Salt Lake County Commissioners authorized formation of the Salt Lake County Wetland Acquisition Committee, at the request of the State of Utah and Central Utah Water Conservancy District. This group was comprised of federal, state and local officials and private citizens.

The mission of the Committee was to develop recommendations to the Utah Reclamation Mitigation & Conservation Commission (URMCC) regarding wetlands to be purchased with funding available through the Central Utah Project Reauthorization Act.

The Committee met over several months early in 1993 to develop the acquisition recommendations to the Commission, and made the final report to the Commission on June 10, 1993. The basic recommendations of the Committee were to follow the priorities enumerated in the Jordan River Wetland Advance Identification Study (WAIDS) completed in 1986.

That study ranked wetlands based on functional values, and estimated the cost of acquiring approximately 1,000 acres of wetlands along the Jordan River Corridor. The wetlands identified in the WAIDS, together within the functional values and ranking are shown in Figure 3.

The Committee discussed various criteria that should be used in selecting wetlands for acquisition, which would provide guidance for local, county, state or federal officials interested in acquiring and managing wetland reserves. Those selection criteria recommended by the Committee are summarized in Figure 4.

The Acquisition & Management proposal was no sooner completed when the URMCC and Utah Division of Wildlife requested a proposal from Salt Lake County for specific acquisition funding levels. Funds had been made available as early as 1994 to begin the wetland acquisition process, and the first contract was signed with Salt Lake County to begin the process on August 20, 1994. Subsequently, based on the willing seller interest, an additional agreement was signed with the Department of Interior for an additional \$ 800,000 in February, 1995.

A copy of the second agreement is included as Appendix A. The agreement sets forth the process to be followed by Salt Lake County and Department of Interior in the Acquisition Process.

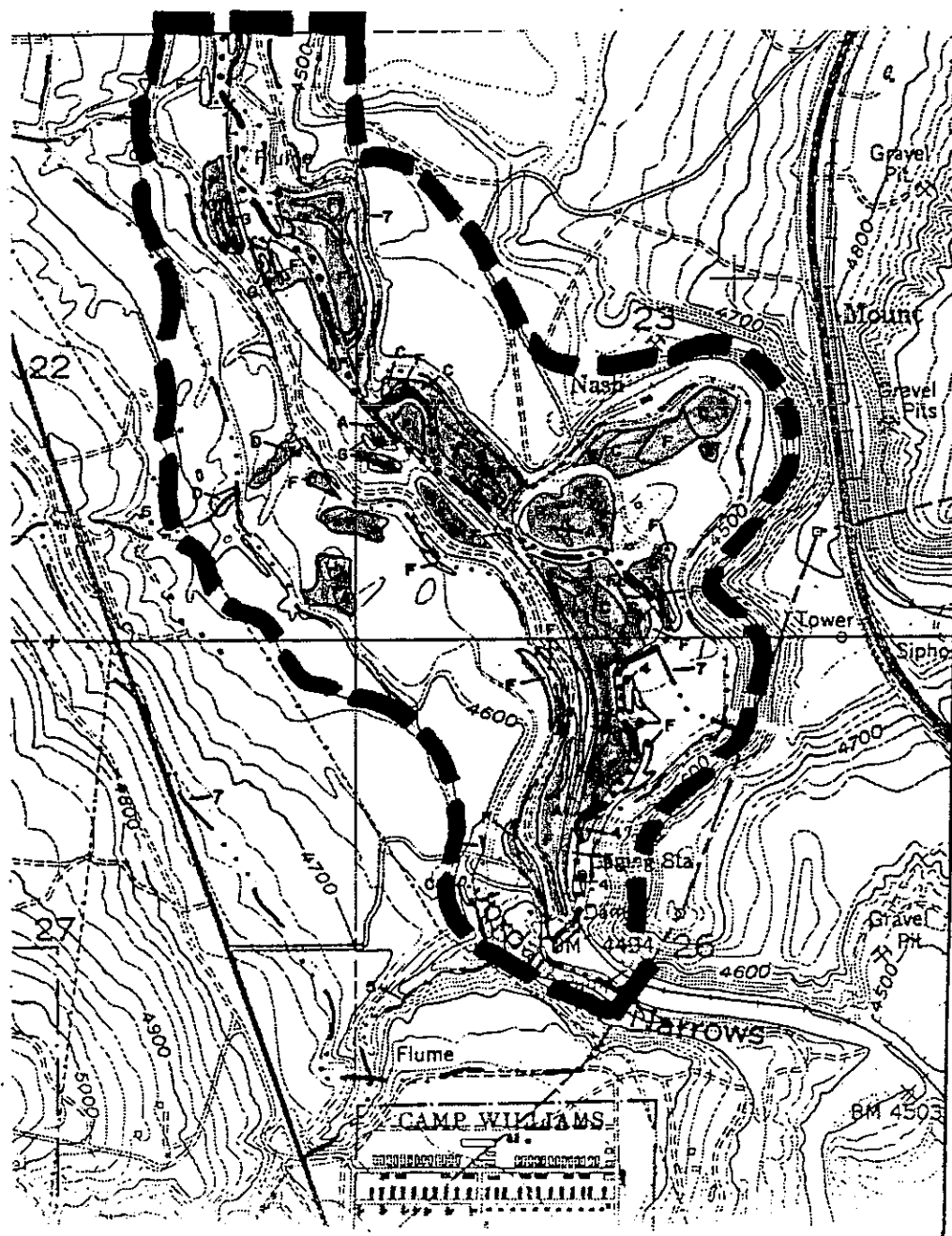
INITIAL RATING	WETLAND IDENTIFICATION								
	CHARACTER DISTINCTION	FLOOD STORAGE	WATERLOGGING	STRONG TRAPPING	WATERWAY RETENTION	TODD CANAL SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	POSSIBILITIES
HIGH		X	X	X		X	X	X	X
MODERATE	X								
LOW					X				
TOTAL SCORE: 68	RANKING: 4th								

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

FIGURE THREE

BASIN 1

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



WETLAND CLASSIFICATION LEGEND:

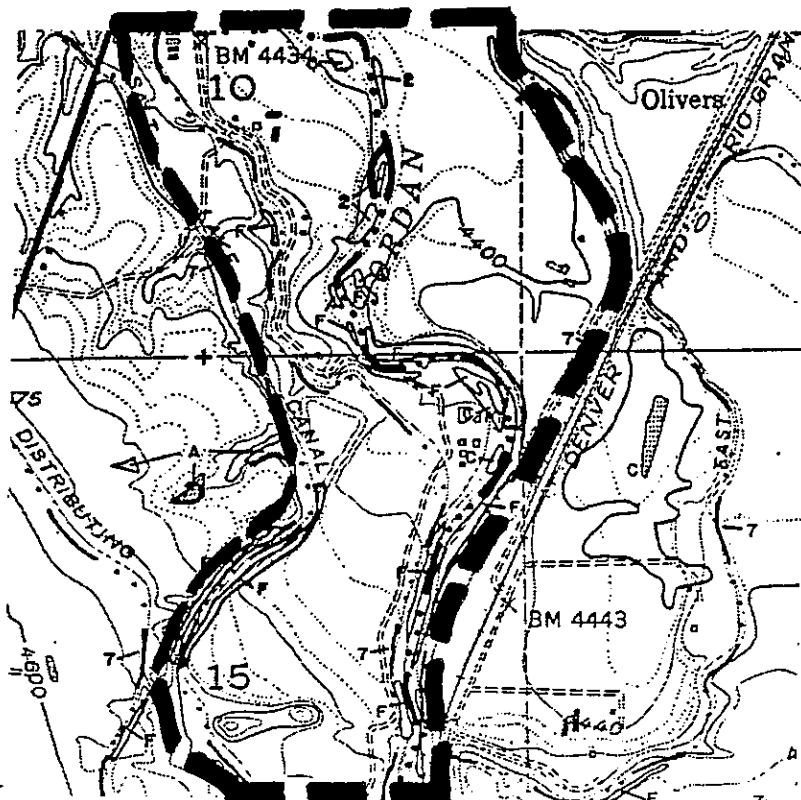
- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
  - 2 = RIVERINE, LOWER PERENNIAL, INTERM, SPASMODICALLY FLOODED
  - 3 = RIVERINE, LOWER PERENNIAL, INTERM/SOLIDIFIED BOTTOM, PERMANENTLY FLOODED
  - 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SILT, SEASONALLY FLOODED, WELL-DRAINED
  - 5 = RIVERINE, INTERMITTENT, STREAMEDED, SEASONALLY FLOODED
  - 6 = RIVERINE, UPPER PERENNIAL, STREAMEDED, INTERMITTENTLY FLOODED
  - 7 = RIVERINE, UPPER PERENNIAL, STREAMEDED, ARTIFICIALLY FLOODED, EXCAVATED
- A = PALUSTRINE, AQUATIC BED
  - B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
  - C = PALUSTRINE, SPRAWNY
  - D = PALUSTRINE, TOXICATED
  - E = PALUSTRINE, ROCK BOTTOM
  - F = PALUSTRINE, SCRUB-SHEDS
  - G = PALUSTRINE, UNCONSOLIDATED BOTTOM
  - H = PALUSTRINE, UNCONSOLIDATED SILT
  - U = UPLAND

INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 2			X			N/A	X		
HIGH									
MODERATE									X
LOW	X	X		X	X			X	
TOTAL ACREAGE: 62	RANKING: 17th DATA NEEDS: MACROINVERTEBRATES								

WETLAND CLASSIFICATION LEGEND:

- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED

- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND



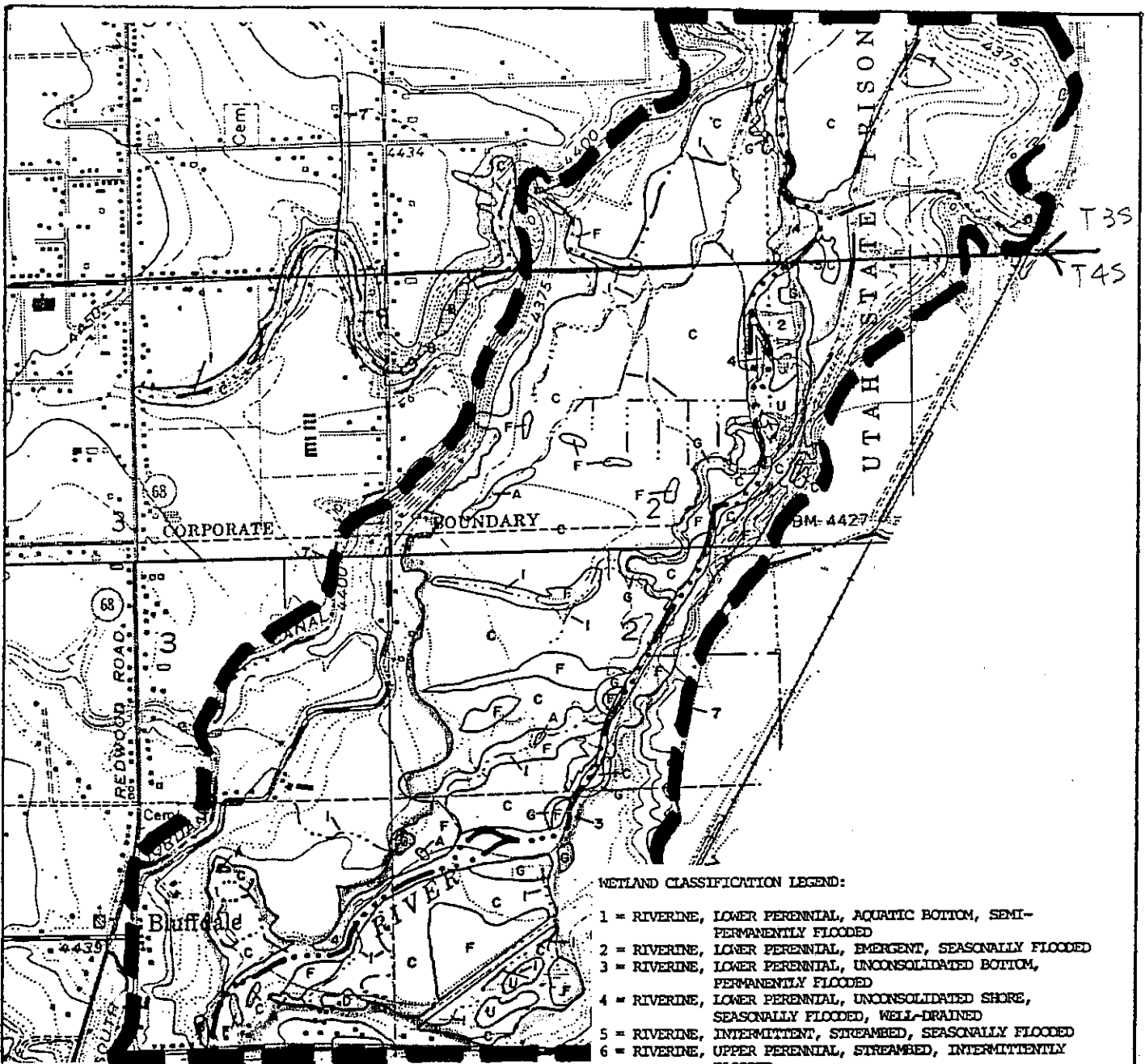
SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
Division of Environmental Health

**FIGURE THREE**

**FIGURE 16**

**BASIN 2**

JORDAN RIVER WETLANDS  
ADVANCE IDENTIFICATION  
STUDY



**WETLAND CLASSIFICATION LEGEND:**

- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED

- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

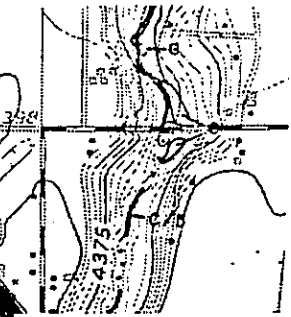
**BASIN 3**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY

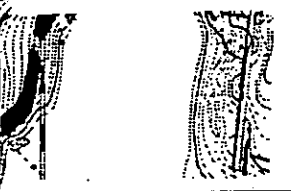
INITIAL RATING	WETLAND FUNCTION								
	GROWTH/STURDY DISCHARGE	FLOOD STORAGE	SUSPENDING / SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	PHYSICIAN (A.M.)	
HIGH	X	X		X	X	X	X	X	
MEDIATE			X				X		
LOW									
TOTAL ACRES: 388	RANKING: 1st								



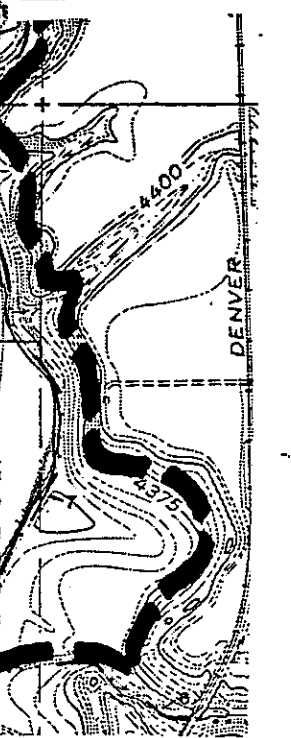
INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 6			X			N/A			
HIGH									
MODERATE	X	X					X	X	X
LOW				X	X				
TOTAL ACRAGE: 45	RANKING: 16th DATA NEEDS: MACROINVERTEBRATES, WILDLIFE, FISHERY								



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 5						X			
HIGH	X								
MODERATE		X					X	X	X
LOW			X	X	X				
TOTAL ACRAGE: 68	RANKING: 11th DATA NEEDS: IBIS HABITAT...POTENTIALLY THREATENED SPECIES								



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 4				X	X		X	X	X
HIGH	X								
MODERATE		X	X			X			
LOW									
TOTAL ACRAGE: 213	RANKING: 3rd								

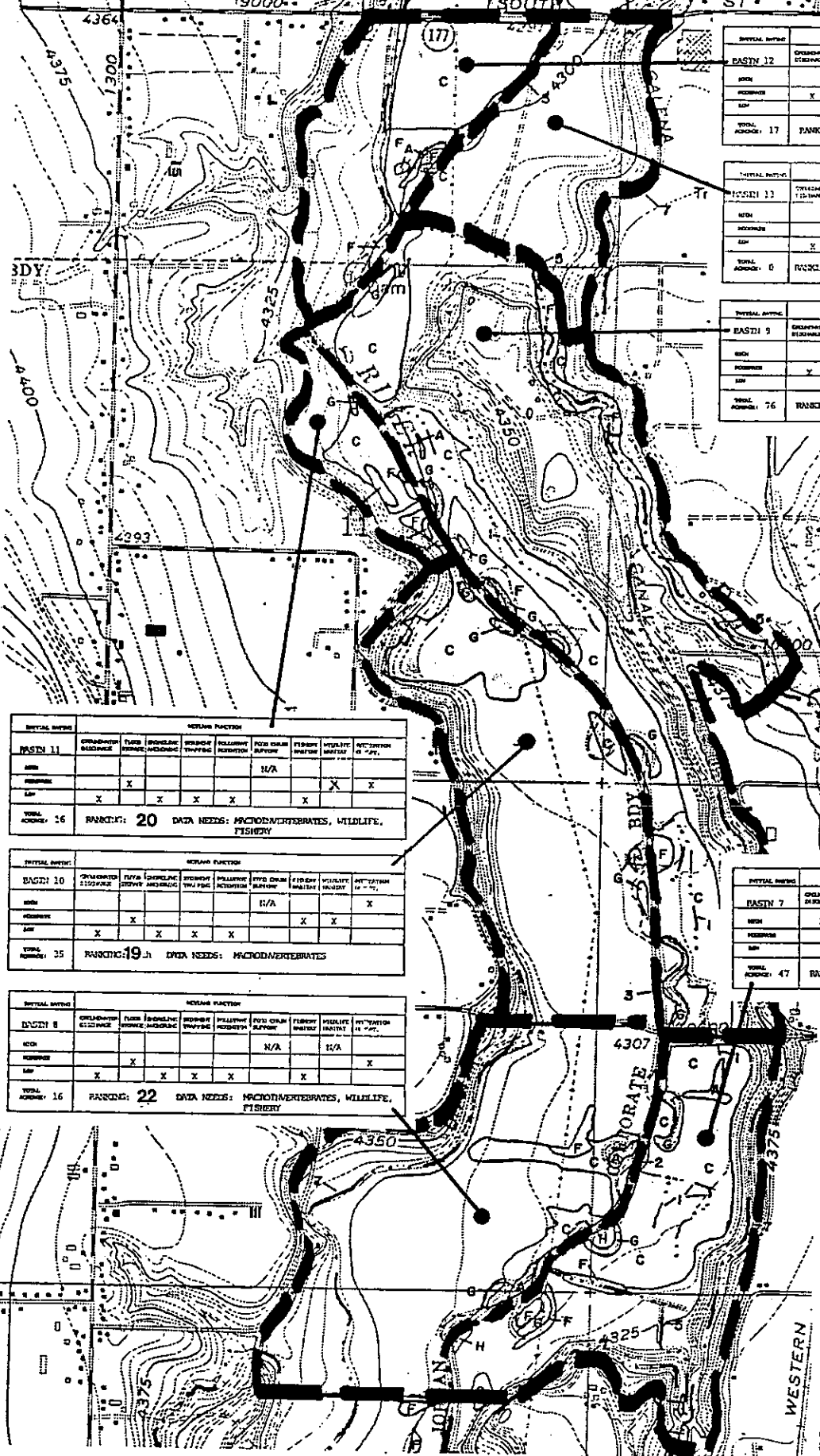


SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

**BASINS 4,5,6**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



INITIAL DATA		WETLAND FUNCTION									
BASIN 12	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
	X	X		X	X	X	X	X	X	X	X
			X	X	X	X	X				
TOTAL NUMBER: 17	RANKING: 18th DATA NEEDS: COTON WALK FEASIBILITY ANALYSIS										

INITIAL DATA		WETLAND FUNCTION									
BASIN 13	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
									N/A		
	X	X	X	X	X	X	X			X	X
TOTAL NUMBER: 0	RANKING: 21 DATA NEEDS: MACROINVERTEBRATES										

INITIAL DATA		WETLAND FUNCTION									
BASIN 9	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
		X							N/A		X
	X			X	X	X	X			X	X
TOTAL NUMBER: 76	RANKING: 13th DATA NEEDS: MACROINVERTEBRATES										

INITIAL DATA		WETLAND FUNCTION									
BASIN 11	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
									N/A		
	X	X	X	X	X	X	X		X	X	X
TOTAL NUMBER: 26	RANKING: 20 DATA NEEDS: MACROINVERTEBRATES, WILDLIFE, FISHERY										

INITIAL DATA		WETLAND FUNCTION									
BASIN 10	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
									N/A		X
	X	X	X	X	X	X	X		X	X	X
TOTAL NUMBER: 35	RANKING: 19th DATA NEEDS: MACROINVERTEBRATES										

INITIAL DATA		WETLAND FUNCTION									
BASIN 7	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
	X	X								X	
			X	X	X	X	X			X	X
TOTAL NUMBER: 47	RANKING: 12th										

INITIAL DATA		WETLAND FUNCTION									
BASIN 8	ORLANDER RESERVE	FISH	BIRCHLINE	SHRUB	POLLINATOR	WILD BIRD	FISH	FISH	MULTI	VEGETATION	
WATER											
									N/A	N/A	
	X	X	X	X	X	X	X		X	X	X
TOTAL NUMBER: 16	RANKING: 22 DATA NEEDS: MACROINVERTEBRATES, WILDLIFE, FISHERY										

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

**BASINS 7-13**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY

INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE NICHING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 15									
HIGH			X				X	X	
MODERATE		X			X				
LOW	X			X		X			X
TOTAL ACRES: 94	RANKING: 6th DATA NEEDS: FISHERY, WILDLIFE								

WETLAND CLASSIFICATION LEGEND:

- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED

- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND

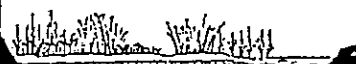
INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE NICHING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 14									
HIGH		X			X		X	X	
MODERATE	X		X	X					X
LOW						X			
TOTAL ACRES: 161	RANKING: 5th DATA NEEDS: WILDLIFE, FISHERY								

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

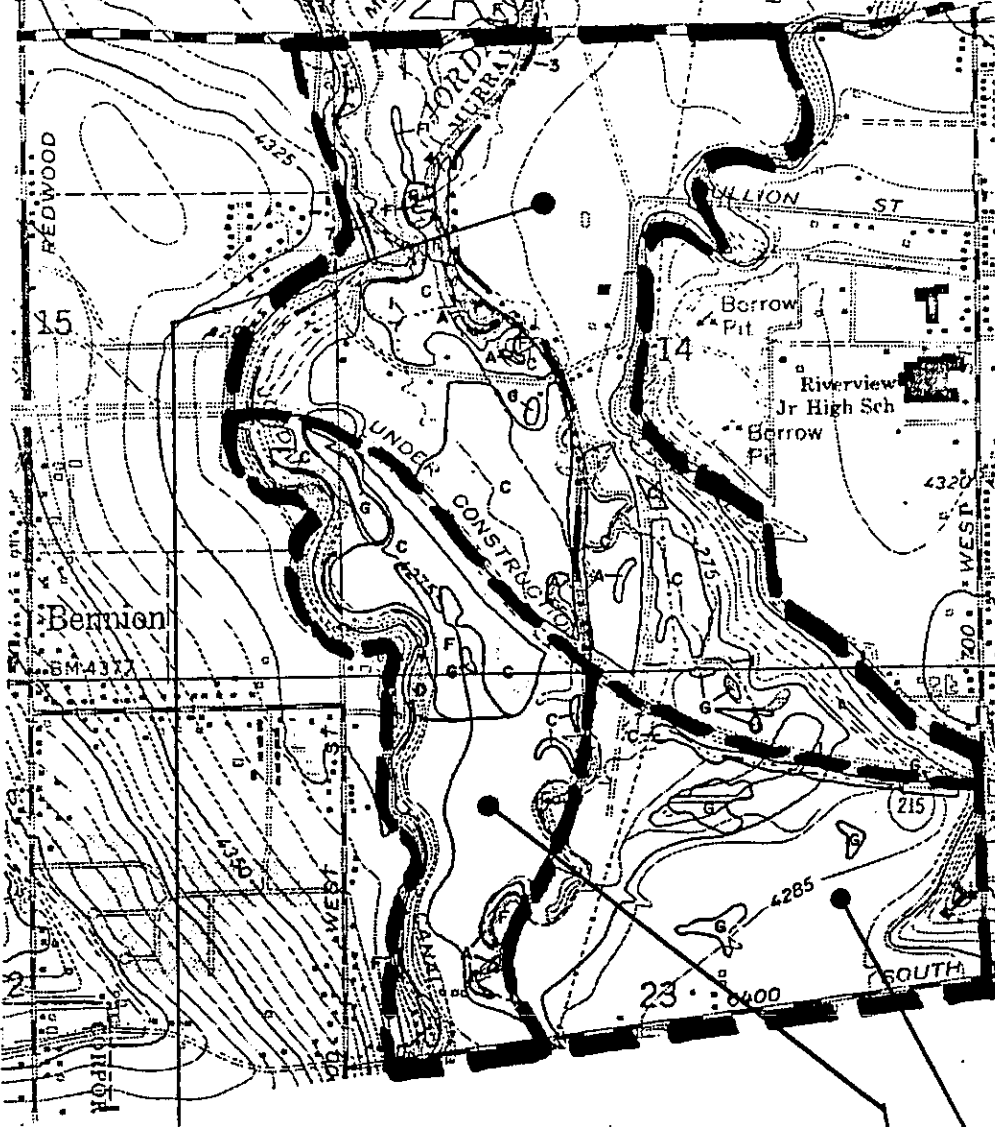
**BASIN 14-15**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



**FIGURE THREE**  
**BASINS 16-18**

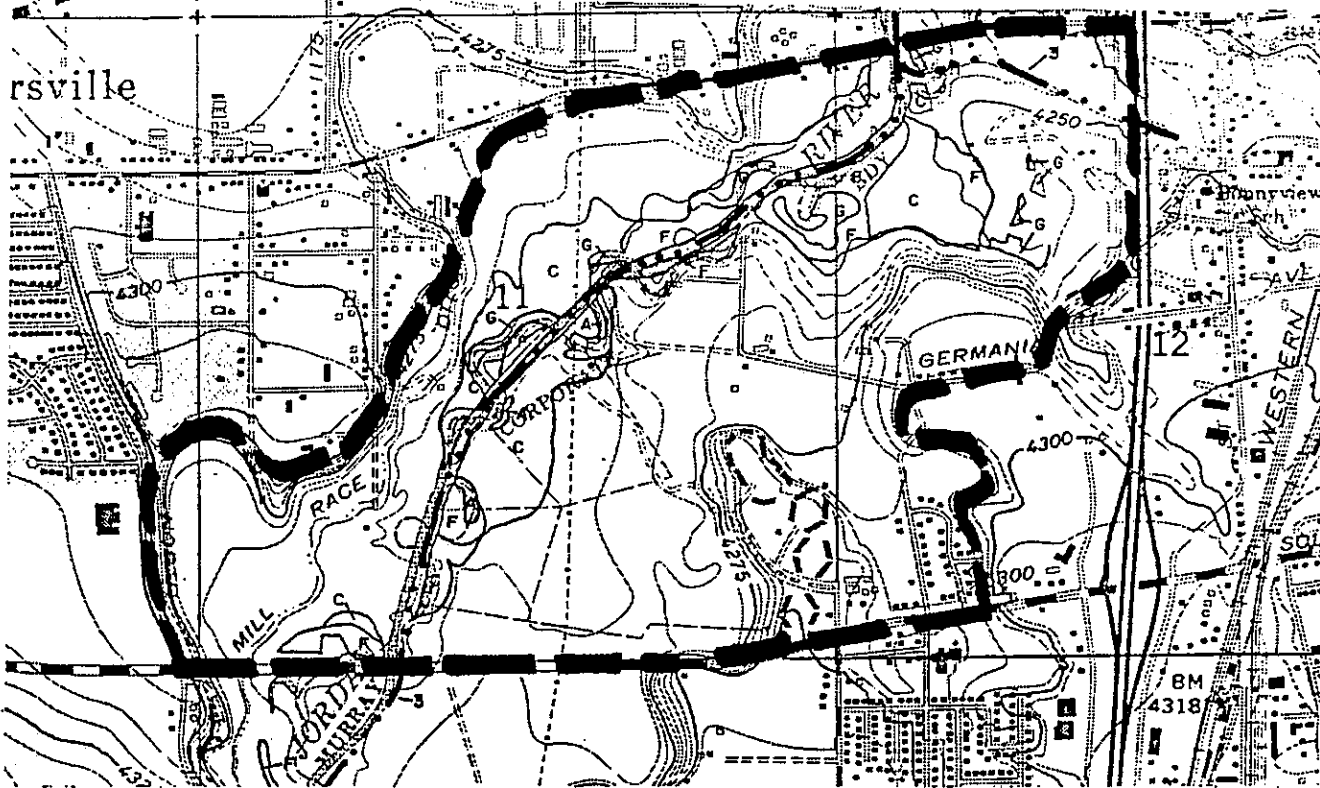
**JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY**



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE PROTECTION	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
HIGH							X	X	
MODERATE		X	X		X				
LOW	X			X		X			X
TOTAL ACRES: 91	RANKING: 10th DATA NEEDS: FISHERY								

INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE PROTECTION	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
HIGH						N/A	X	X	
MODERATE									
LOW	X	X	X	X	X				X
TOTAL ACRES: 19	RANKING: 15th DATA NEEDS: MACROINVERTEBRATES, WILDLIFE, FISHERY								

INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE PROTECTION	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
HIGH						N/A	X	X	
MODERATE									
LOW	X	X	X	X	X				X
TOTAL ACRES: 5	RANKING: 14th DATA NEEDS: MACROINVERTEBRATES, WILDLIFE, FISHERY								



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 19									
HIGH	X	X	X	X			X	X	X
MODERATE					X	X			
LOW									
TOTAL ACREAGE: 73	RANKING: <b>2nd</b>								

**WETLAND CLASSIFICATION LEGEND:**

- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED

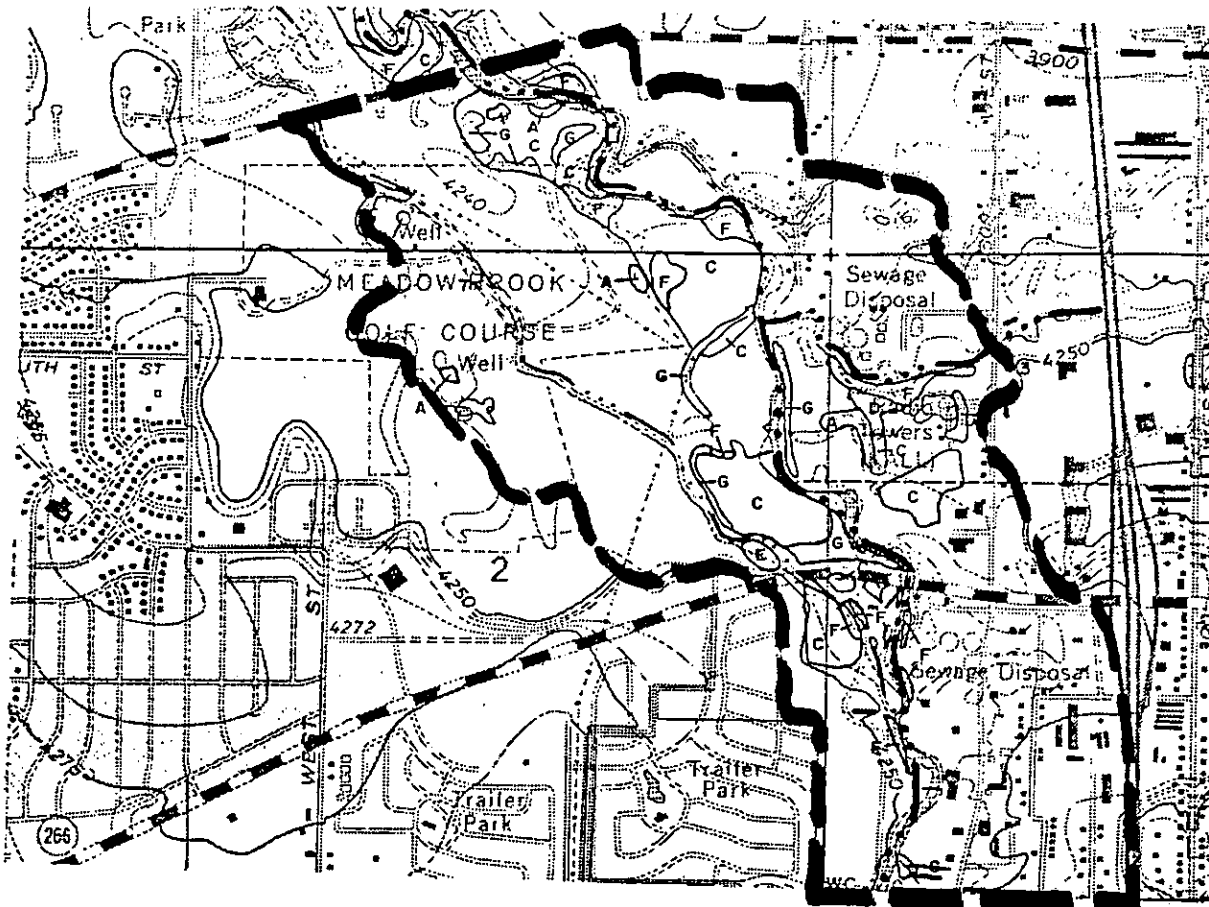
- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

**BASIN 19**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 20									
HIGH						N/A	X	X	
MODERATE	X	X	X		X				
LOW				X					X
TOTAL ACREAGE: 41	RANKING: 9th / DATA NEEDS: MACROINVERTEBRATES, WILDLIFE								

**WETLAND CLASSIFICATION LEGEND:**

- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED

- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND

SALT LAKE CITY-COUNTY HEALTH DEPARTMENT  
 Division of Environmental Health  
 Bureau of Water Quality

**FIGURE THREE**

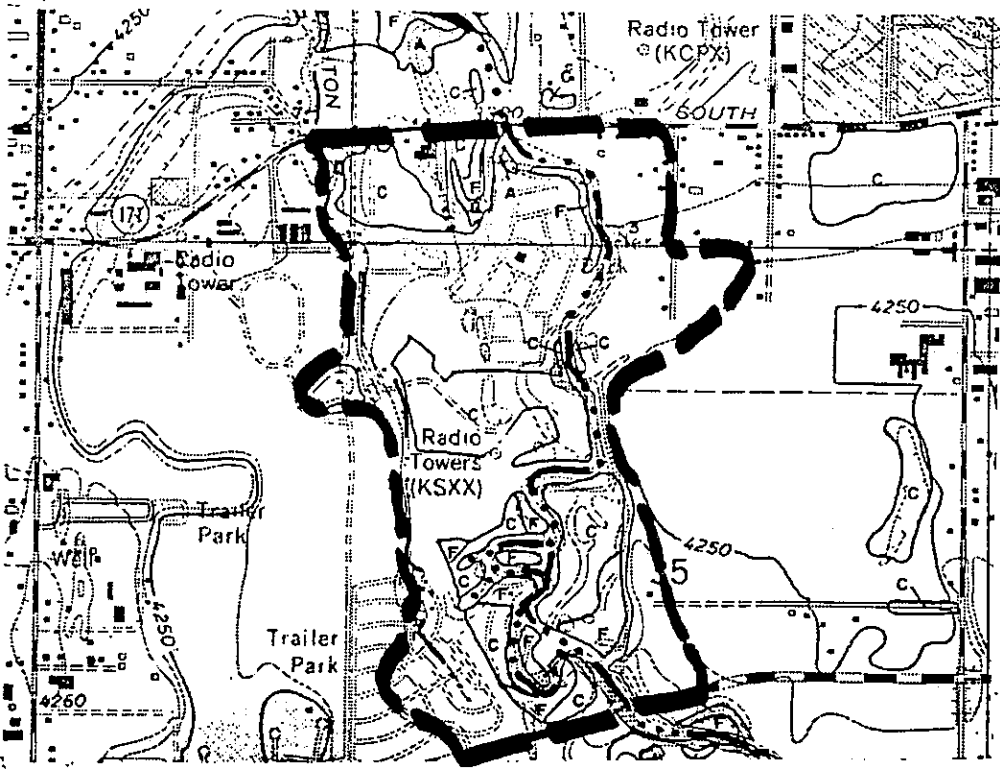
**BASIN 20**

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY

FIGURE THREE

BASIN 21

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 21									
HIGH		X	X	X		N/A		X	
MODERATE					X		X		X
LOW	X								
TOTAL ACREAGE: 94	RANKING: 8th / DATA NEEDS: MACROINVERTEBRATES, WILDLIFE								

WETLAND CLASSIFICATION LEGEND:

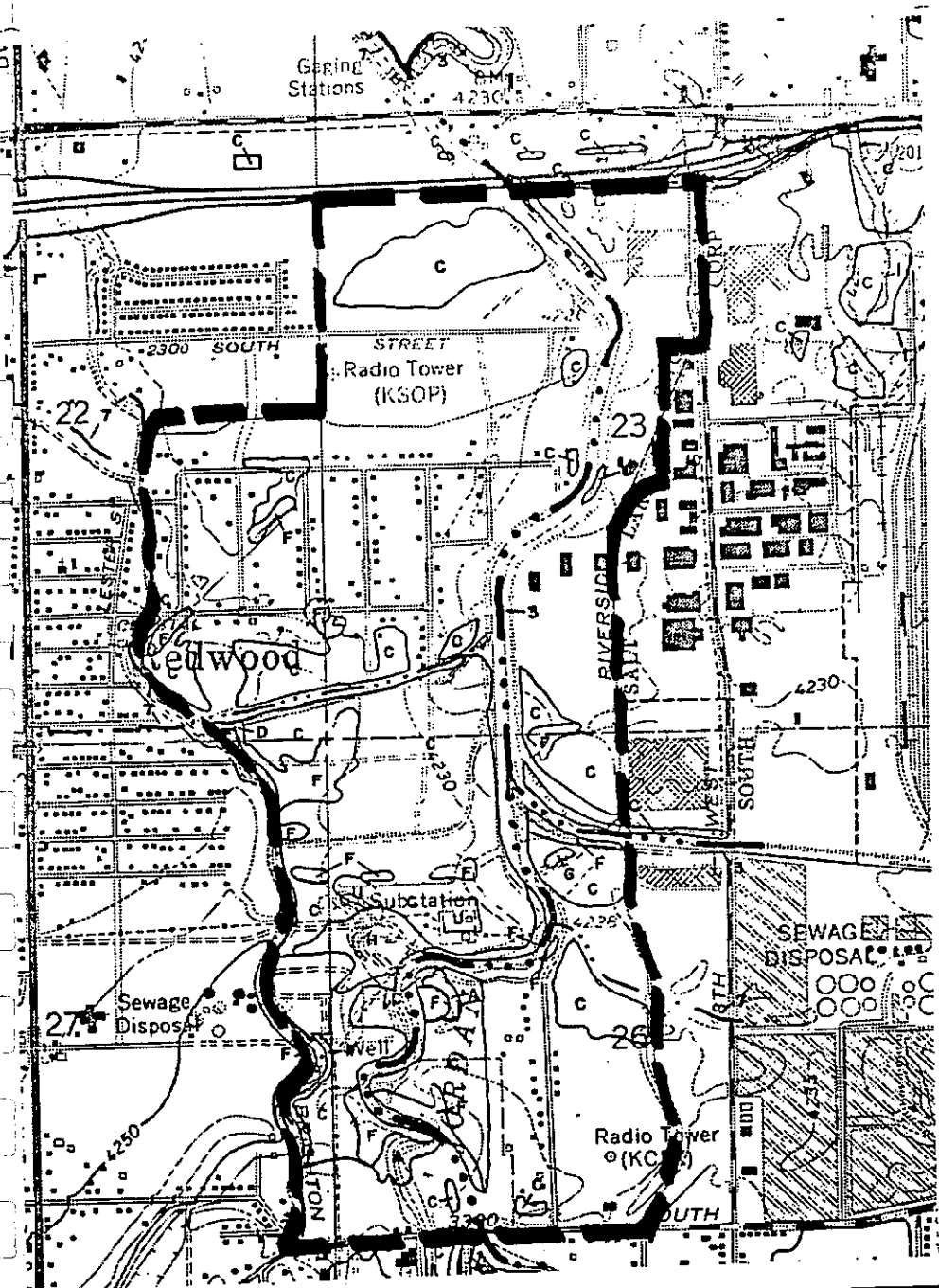
- 1 = RIVERINE, LOWER PERENNIAL, AQUATIC BOTTOM, SEMI-PERMANENTLY FLOODED
- 2 = RIVERINE, LOWER PERENNIAL, EMERGENT, SEASONALLY FLOODED
- 3 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED BOTTOM, PERMANENTLY FLOODED
- 4 = RIVERINE, LOWER PERENNIAL, UNCONSOLIDATED SHORE, SEASONALLY FLOODED, WELL-DRAINED
- 5 = RIVERINE, INTERMITTENT, STREAMBED, SEASONALLY FLOODED
- 6 = RIVERINE, UPPER PERENNIAL, STREAMBED, INTERMITTENTLY FLOODED
- 7 = RIVERINE, UPPER PERENNIAL, STREAMBED, ARTIFICIALLY FLOODED, EXCAVATED
  
- A = PALUSTRINE, AQUATIC BED
- B = PALUSTRINE, AQUATIC BED, SEMI-PERMANENTLY FLOODED
- C = PALUSTRINE, EMERGENT
- D = PALUSTRINE, FORESTED
- E = PALUSTRINE, ROCK BOTTOM
- F = PALUSTRINE, SCRUB-SHRUB
- G = PALUSTRINE, UNCONSOLIDATED BOTTOM
- H = PALUSTRINE, UNCONSOLIDATED SHORE
- U = UPLAND



FIGURE THREE

BASIN 22

JORDAN RIVER WETLANDS  
 ADVANCE IDENTIFICATION  
 STUDY



INITIAL RATING	WETLAND FUNCTION								
	GROUNDWATER DISCHARGE	FLOOD STORAGE	SHORELINE ANCHORING	SEDIMENT TRAPPING	POLLUTANT RETENTION	FOOD CHAIN SUPPORT	FISHERY HABITAT	WILDLIFE HABITAT	RECREATION OPPORT.
BASIN 22									
HIGH			X	X	X	N/A		X	
MODERATE		X					X		X
LOW	X								
TOTAL ACREAGE: 325	RANKING: 7th / DATA NEEDS: MACROINVERTEBRATE, WILDLIFE								

FIGURE FOUR.

SELECTION CRITERIA FOR PRIORITY  
WETLAND ACQUISITION

1. Enhancement opportunities for private capital investment in the Jordan River Corridor; Build upon proposed development and seek dedication, donation, or partnerships which may result in wetland enhancement.
2. Larger acreages providing more value and management options.
3. Avoid land use conflicts or law enforcement problems.
4. Update wetland jurisdictional delineations with the U.S. Army Corps of Engineers where appropriate, or where questions may arise.
5. Wetlands with adjacent riparian values supporting greater wildlife habitat should have more weight.
6. Imminence of loss or threat by proposed development.
7. Opportunities that may arise for donation, dedication, private development with open space planning element.
8. Cities that have capability to provide matching funds should have more opportunity than those not willing to provide match.
9. Credit and tradeoffs with private property owners who are willing to cooperate. No cooperation with those unwilling to cooperate?
10. Existing trail or parkway implementation activity.
11. Cost or price should be fair and not artificially inflated by speculators. (Prepare 4-5 independent appraisals to develop an accurate basis for pricing?).
12. Wetlands within Meander Corridor, floodways or floodplains should have priority.
13. High valued wetlands next to the corridor but not identified during WAIDS (but near Jordan River), should be evaluated and considered.
14. Composite value rating score from WAIDS study.

**1. Roles of the Department of Interior and Salt Lake County in the Wetland Acquisition Process.**

Under terms of the agreement, the County accepts responsibility for completing all transactions with the landowners, including negotiations, inspections, appraisals, title work, recording, and post closing certifications.

The County has established a process for environmental assessment of properties prior to acquisition, which meets the standards and criteria for clearance of National Environmental Policy Act (NEPA) requirements (Appendix B). This process is actually shared with the U.S. Fish & Wildlife Service, which is required to perform NEPA Assessment for the Department of Interior.

- a. Role of Department of Interior**
  - o Provide technical advice
  - o Review progress of projects
  - o Convene checkpoint conferences
  - o Assure availability of funds
  
- b. Role of Salt Lake County**
  - o Notify property owners; complete title searches
  - o Contact willing sellers
  - o Obtain commitment for title insurance
  - o Complete inspections with assistance from Interior
  - o Complete appraisals and reviews
  - o Prepare land transfer package for Interior
  - o Cure title defects
  - o Complete property closings
  
- c. Role of Bureau of Reclamation**
  - o Review appraisals
  - o Assist in valuation process
  - o Review & approve inspections
  - o Review all documents prior to payment
  - o Authorize final payments
  - o Provide technical assistance
  
- d. Role of Fish & Wildlife Service**
  - o Ensure NEPA compliance
  - o Provide oversight & technical assistance
  - o Participate in checkpoint conferences
  - o Comply with assurances for nonconstruction programs

## B. U.S. Fish & Wildlife Priorities

The Fish & Wildlife Service has been involved in the wetland acquisition and management process for decades, and operates both regional and urban waterfowl reserves. It has also participated in virtually all committees, meetings, and coordination activities relating to the Jordan River, some of which include:

- o Jordan River Fish & Riparian Habitat Restoration Task Force (Central Utah Project)
- o Jordan River Wetland Acquisition & Management Committee (Central Utah Project)
- o Jordan River 319 Nonpoint Source Demonstration Project
- o Jordan River Bank Restoration Project
- o Sharon Steel Mitigation Plan (Lead Agency)
- o Jordan River Sub-Basin Watershed Management Council

The Service has developed a planning process to guide acquisitions along the Jordan River or any of its important habitat resource areas (Appendix C), and has published criteria for use in determining restoration benefits, specific to migratory birds along the Jordan River (Table 3).

Salt Lake County has incorporated these processes and criteria into its wetland acquisition and bank restoration programs and coordinates with Fish & Wildlife personnel routinely through the Jordan River Sub-Basin Watershed Management Council. Budgetary restrictions on the Service will undoubtedly make coordination more difficult, due to staff limitations.

### o Interim Management Needs and USFW Role

The future role of the Fish & Wildlife Service may be expanded by the acquisition process, since some interim management of acquired wetlands will be necessary on the part of Interior, and the creation of a new urban refuge initiative may create new opportunities for small, river corridor reserves in conjunction with implementation of the Jordan River Parkway.

Interim management is a definite concern. Local government may be constrained by budgets to undertake stewardship of the wetland reserves. Some interim management agency and process is required to insure adequate safeguards relating to access, posting, fencing, water diversions, vandalism and public use.

Dedication of the wetland with a fundraising component may prove to be the best answer to this interim management problem. This approach has been used successfully for years by the Nature Conservancy.

TABLE THREE

SUMMARY OF RESTORATION BENEFITS FOR MIGRATORY BIRDS

ACTION	BIRD SPECIES AFFECTED	BENEFITS	COMMENTS
Permanent protection of land in blocks of 20 acres or more	All current Jordan River species	Species diversity and population levels maintained at current or higher levels	Permanent, long-term, self-sustaining, annual monitoring and maintenance required to prevent illegal dumping, etc.
Restoration of native riparian-wetland vegetation	All bird species that could potentially occur in N. Utah riverbottom habitat	Addition of more species to the Jordan River ecosystem, species diversity and population levels increase	Permanent, long-term, self-sustaining in areas where a natural or semi-natural hydrology is available or restored, annual removal of exotic trees & shrubs required to prevent recolonization
Manipulation of water for the purpose of wetland restoration and habitat enhancement	All current Jordan River bird species plus additional species (depending on the size and type of wetland)	Habitat quality increases due to increase in wetland vegetation, bird species diversity and population levels increase	Permanent, long-term, may require annual or periodic costs and structure maintenance, water may not be available during winter or severe drought
Restoration of a natural channel profile through bank grading, removal of spoil piles, etc.	All current Jordan River bird species, especially shorebirds	Habitat quality increases along the banks of the river, increase in populations of some bird species	Permanent, long-term, self-sustaining, maintains natural hydrology, riparian vegetation, and wetland vegetation as long as banks are not disturbed through future land use practices such as overgrazing or housing developments

<p>Cooperative agreements to restore wetlands on private lands</p>	<p>All current Jordan River bird species, especially waterfowl and herons</p>	<p>Habitat quality increases due to increased wetland hydrology, wetland vegetation improves, especially where grazing is controlled or eliminated</p>	<p>Most Partners in Wildlife agreements last 10-15 years. Perpetual easements would be the only way to secure long-term protection. Otherwise, the project could be vulnerable to future changes in management, such as subdivision.</p>
<p>Acquisition of small, high-value wetlands (less than 20 acres), or other small areas continuous with protected areas</p>	<p>Most Jordan River bird species</p>	<p>Habitat effectiveness is better in the core of protected areas, if they are not fragmented by development</p>	<p>These areas can be managed in conjunction with the core areas</p>
<p>Reduction of grazing, off-road vehicle use, illegal dumping, etc.</p>	<p>All Jordan River bird species, especially songbirds</p>	<p>Habitat quality increases. Elimination of disturbance increases plant canopy diversity and layering, which improves riparian habitat for songbirds</p>	<p>Most agreements with private landowners to eliminate grazing, off-road vehicle use, and other disturbing activities are temporary, lasting a period of years. Permanent agreements may be negotiable with municipalities.</p>
<p>Conservation education programs to improve stewardship of the Jordan River corridor</p>	<p>All Jordan River bird species</p>	<p>Habitat quality will increase slowly, over many decades, as people learn to respect the river, prevent pollution, and provide habitat.</p>	<p>Long-term effort that must be sustained to reach each new generation, with education about current problem.</p>

Conservation easements to maintain land in open-space, without changing current land use practices	All Jordan River bird species	Current bird species diversity and populations will be maintained	Conservation easements must be perpetual easements to be effective. Short-term easements may not work in an urban environment.
Nesting structures or boxes for migratory birds	Species-specific only for those few bird species that nest in boxes	Populations may increase for a few species. The quality of the surrounding habitat must be adequate to support the species, or the boxes will not work.	Nest boxes must be cleaned out and maintained each year, and replaced as needed. Some have the risk to encourage non-native pest species such as house sparrows (English sparrows) and European starlings.
Removal of litter, concrete, and other debris from wetlands and riparian habitats	Minor improvements, especially for ground-nesting birds	Populations of ground-nesting and wetland birds may improve slightly, as vegetation replaces the former debris.	Removal of debris helps discourage continued illegal dumping which can result in hazards to wildlife from oil and other substances. Must be conducted each year to be effective.
Acquisition of small, isolated wetlands surrounded by poor wildlife habitat or incompatible development	Bird species that can survive in small habitat units, mostly small songbirds	Populations of some bird species will be maintained. Small habitat islands only provide habitat for certain bird species that have small home-ranges. They can be used by some birds during migration.	Small habitat islands are more easily degraded by problems from surrounding land-uses. They are not as cost-effective to maintain as large habitat islands.



### **C. Active Inventory Updating and Delineation**

The acquisition process requires that wetlands be identified and appraised, contingent on meeting wetland criteria. The criteria include the presence of hydrophytic vegetation, saturated soils, and hydrology which supports that vegetation.

#### **1. Acquisition of "Non-jurisdictional" Wetlands**

The U.S. Fish & Wildlife Service, in coordination with the C.U.P. Wetland Acquisition Committee, stressed that wetland acquisition should not be limited to those regulated by the Army Corps of Engineers (i.e. jurisdictional wetlands). Other wetlands which possess the three key characteristics (Soil, Water and Plants), but which do not meet the specific Corps criteria could be considered for acquisition.

#### **2. Acquisition of Upland/Wetland Associations as "Manageable Blocks"**

The Committee also recommended that wetlands should be acquired with adjacent uplands to create "manageable blocks." The group recognized that managing small wetland enclaves may be impractical or expensive, and that large manageable blocks are the preferred acquisition priority.

#### **3. Updated Determination of Wetland Boundaries**

Since the Jordan River WAIDS was conducted prior to the issuance of the Corps of Engineers 1987 Delineation Manual, some wetlands may or may not meet the jurisdictional definition. It is therefore necessary to conduct updated wetland delineations to determine "allocated values" during the property appraisal process.

This delineation is conducted in coordination with the Army Corps of Engineers, and complements the NEPA inspection/inventory process to be implemented jointly by Salt Lake County and U.S. Fish & Wildlife Service. Reports of jurisdictional findings are provided to the County, property owner, appraiser, Corps of Engineers, and Department of Interior.

#### **4. Manageable Blocks vs. Wetland Parcel Acquisition**

Property adjacent to wetlands may be valued at significantly higher per acre price, which may prohibit or constrain the acquisition process. In this case, conservation easements for just the wetland area may be more appropriate than manageable block purchase, with provision that the property owner maintain stewardship of the wetland in perpetuity.

#### IV. INSTITUTIONAL TOOLS FOR LONG-TERM WETLAND MANAGEMENT

Long-term management of wetland reserves is an important issue, from both a resource-value and cost standpoint. The functional values of a wetland can be diminished or suffer under lack of adequate management, and cost can diminish management if budgets are cut. Under either fee-title acquisition or conveying conservation easements, methods for long-term management must be identified and implemented.

##### A. Requirements for Long-Term Management

There are numerous activities which normally occur on managed property which need to be expressly included or excluded in defining management requirements. These activities include:

- o Construction of Road, Trails or access-ways
- o Construction of parking areas
- o Construction of facilities related to housing, storage operations, or maintenance of the wetland
- o Construction of access restrictions such as fencing
- o Maintenance of fencing and access-ways
- o Construction of diversion wiers, ponds, channels, swales
- o Maintenance and operation of wiers, channels, ponds
- o Disposal of refuse, wastes, debris
- o Draining, dredging, channeling, filling, pumping, diking
- o Burning, clearing, planting, harvesting, composting
- o Monitor visitor activities: Birdwatching, hunting, Canoeing, Picnicking, Scientific Study, Tours, Cross-Country Skiing, Hiking, Fishing, Biking.

No comparable cost data were obtained for estimating actual expenditures for wetland reserve management. Most data relates to waterfowl management areas, which are different from the passive management areas along the Jordan River. The recently designated Matheson Slough budgets \$ 50,000 annually to manage 875 acres. Average annual cost per acre in this instance is roughly \$ 57.00 with undetermined capital expenses.

Some information is available on costs of monitoring and administering conservation easements. However, costs will be individual based on size and characteristic of the reserve, and more information is necessary to determine estimated annual costs to a potential management entity.

### **o Interim Management Requirements**

Prior to signing stewardship/cooperative agreements for long-term management, the following activities and capital cost needs are anticipated for small acreage reserves:

1. Fencing: Primarily for control of livestock
2. Irrigation/Diversion Maintenance: Existing drains
3. Disposal of litter, refuse, waste and debris
4. Planting, clearing, burning: Noxious plants
5. Planting: Native vegetation
6. Cooperative enhancement & mitigation

### **o Fundraising Activities & Dedication**

Fundraising activities should be coupled with dedication of the area upon closure of fee-title transactions, and request for stewardship proposals provided to local municipalities and conservation groups. Some groups which have expressed interest include the Audubon Society, Nature Conservancy, Trust for Public Lands, Summit Land Trust, and educational institutions. Many activities can be implemented through volunteer activity in lieu of management agreements.

### **o Adopt-A-Wetland**

The State of Utah and Region VIII EPA have established "Adopt-A-Wetland" programs which enable individuals, schools, or other civic groups the opportunity to maintain natural areas and sensitive lands. Several wetland areas have already been adopted along the Jordan River corridor, as well as specific river segments. Annual activities are normally litter cleanup, planting & revegetation, wildlife habitat improvement, and scientific information/education.

## **B. Institutional Management Tools**

### **o Stewardship or Cooperative Agreements**

Any organization or entity which desires to initiate management of a Jordan River Wetland Reserve will be required to sign a stewardship agreement which spells out management purposes and objectives, roles and responsibilities, compatible & incompatible activities, designated manager(s), terms and duration of the agreement, and financial obligations.

Wetlands acquired through fee-title procedures will be transferred upon closure to the United States government, i.e. the Department of Interior. The cooperative stewardship agreement will be signed by Interior and the prospective steward organization/individual. An example is the cooperative agreement between the Utah Division of Wildlife and The Nature Conservancy for the Scott M. Matheson Wetlands Preserve in Grand County, Utah (Appendix D).

**o Potential Stewardship by Municipal Corporations**

It is anticipated that the following municipal organizations may desire to manage one or more of the Jordan River Reserves, in conjunction with implementation of the Jordan River Parkway:

CITY	WETLAND BASIN
1. Bluffdale City:	Basins 1, 2, 3
2. Draper City:	Basins 3, 4, 5, 6
3. Riverton City:	Basins 3, 5
4. South Jordan:	Basins 7, 8, 9, 10, 11
5. West Jordan:	Basin 12, 14
6. Sandy City:	Basins 9, 12, 13
7. Midvale City:	Basin 15
8. Murray City:	Basins 16, 17, 18, 19
9. Salt Lake County:	Basins 20, 21, 22
10. West Valley City:	Basins 20, 21, 22

**o Shared Roles and Responsibilities with State & Federal Management Agencies**

The U.S. Fish & Wildlife Service may opt to share management roles under the new Urban Refuge program. The Utah Division of Wildlife or Parks may also desire some role in a three-way stewardship agreement. This may be the case with larger reserved acreages of 40 acres or more.

**o Conservation Easements**

The escalating cost of real estate in Salt Lake Valley has substantially inflated the 1990 acquisition cost estimates. Market demand for mixed parcel holdings which contain part wetland and part upland may make fee-title acquisition difficult if not impossible. Consistent with the Wetland Acquisition Committee recommendations, fee-title acquisition must necessarily be limited to large acreages.

Other approaches must be utilized to secure smaller wetlands, such as donation and acquisition of less-than-fee simple conservation easements.

It is anticipated that conservation easements will be employed for the bulk of the Jordan River Wetland Management program. The value of separate wetland parcels compared to adjacent uplands varies greatly. The availability of \$ 7.0 million, if not restricted through budgetary process, may be maximized through payment of less-than-fee-title easements. Otherwise, only a fraction of the desired 1,000 acres will be conserved in perpetuity:

No general formula can be employed to determine the cost of a conservation easement. It may vary from as little as 10% of fee simple value to 110%. The factors that vary the costs and must be considered in any easement negotiation include the current and future development value of the property, location, extent to which an owner's use of the property will be restricted by granting an easement. Other monetary expenditures that must be considered in an overall evaluation of easement purchase include appraisal, negotiation, enforcement, and monitoring costs. (Zillman, University of Utah Law School, 1983)

One of the most desirable attributes of conservation easements is that they are flexible. Property owner interest can be negotiated (consistent, of course, with program objectives) that tailor the agreement to goals of each party. However:

Although the conservation easement is an attractive device, it does present some difficulties. The biggest problem seems to lie in the area of administration and enforcement. Once an easement is granted, the primary responsibility for ensuring compliance with its terms falls on the easement holder. The easement must be enforced against both the parties granting the interest and the public at large (Zillman, 1983).

A model conservation easement is included as **Appendix E** (Diehl & Barrett, The Conservation Easement Handbook, 1988)

#### o Tax Benefits

Donation of Conservation Easements should be the first approach, based on the potential tax benefits. "Due to a provision of the 1993 Budget Act, donors of conservation easements are now permitted to deduct full value of the gifts for income tax purposes.

Another important benefit is the ability to use donated easements as matching for state & federally funded projects, such as river restoration adjacent to the wetland, pollution control practices, trail projects, and compensatory mitigation programs.

o **Monitoring and Enforcement of Conservation Easements**

From a practical point of view, there is no such thing as a perpetual easement if there is not a commitment to enforce the terms of the easement...I spent the first ten years of my career acquiring easements, and the last ten years administering and defending the same type of easements. Believe me, acquiring the easements is the easy part. (Paul Hartmann, Realty Officer, U.S. Fish & Wildlife Service)

o **Creation of a Jordan River Sub-Basin Land Trust**

Municipal entities may manage easements separately or jointly with steward partners, or easement monitoring and enforcement may be centralized in a state or county organization so as to achieve economy of scale. A distinct advantage of creating a Jordan River Wetland Land Trust organization is the centralization and economy of such monitoring. Such an entity can be jointly funded by municipal, county, state and federal agencies through an interlocal agreement.

The mission of the Trust would be long-term monitoring, which may include fundraising for operation and maintenance activities, such as water improvements, fencing, planting, or upgraded revegetation efforts. It could also provide support services such as adoption processes, recognition, advisory services, and newsletters.

o **Steps in monitoring include:**

1. Notifying property owners and coordinating joint inspections & visitations.
2. Reviewing easement baseline data & restrictions
3. Provide mapping, planning, photography support
4. Noting changes on the property
5. Discussing changes with the owner
6. Rectifying violations through restoration or arbitration, and mediation
7. Initiating and concluding litigation

Monitoring inspection forms are shown in Appendix F (Diehl & Barrett, 1988).

## V. DEVELOPMENT OF WETLAND BANKING AND MITIGATION ZONES

Many wetland acreages inventoried during the WAIDS possessed characteristics which do not meet the Army Corps of Engineers jurisdictional criteria. Very often, the only difference between a "regulated" wetland and an "unregulated" wetland is 2"-4" of standing water in a soil test pit. They possess hydrophytic vegetation, hydric soils, but fail the rigid saturation requirement of within 12" of the surface over 5% of the growing season.

For this reason, many "non-jurisdictional" wetlands exist within the Jordan River corridor. They possess important functional values of flood storage, food chain support, pollutant retention, fish & wildlife habitat, and recreation. But since they are not "Corps of Engineers" wetlands, they can be summarily drained, filled, and destroyed.

### 1. Demand for Wetland Banking and Mitigation Zones

Within increasing pressure for development in the Jordan River Sub-Basin, more demand is occurring for areas where permitted wetland losses can be mitigated. Numerous inquiries are received during the year by developers, individuals, and organizations, regarding potential sites for compensatory mitigation.

The cost of replacing wetlands ranges from \$ 2,500 per acre to \$ 80,000 per acre, depending on the location or proximity of the site to the permitted loss, availability of water, and availability of hydric soil. The low-end mitigation cost is attainable only when hydrology (adequate surface or groundwater) and hydric soils (clay soils) exist together.

Any "non-jurisdictional" or "regulated" wetland possesses these characteristics, and thus provides a value for compensatory mitigation. Such areas can readily be enhanced or restored to provide greater measures of functional value.

For this reason, all wetland areas identified during the 1986 WAIDS provide readily accessible compensatory mitigation opportunities. All areas with hydric soils provide important secondary mitigation sites, and potentially hydric soils should be investigated as tertiary sites.

Potential hydrologic benefits are likely to accrue through implementation of the Urban Stormwater Management Programs currently administered by the State of Utah and EPA. Routing stormwater to excavated hydric soil basins requires only revegetation to create functional wetlands.

## **2. Ecological Factors Relating to Potential Mitigation Along the Jordan River Corridor**

Fortunately, data has been collected and published which enables planners to identify and locate potential wetland banking and mitigation sites.

### **o FEMA 100 Year Frequency Floodplain**

The Federal Emergency Management Agency (FEMA) and Salt Lake County have mapped the boundaries of the 100-Year frequency floodplain, which requires municipalities to restrict certain types of construction. These maps are available from Salt Lake County Engineering.

### **o Jordan River Meander Corridor**

The Salt Lake County Division of Engineering has recently completed a study of instability zones along the Jordan River, which have historically been "corrected" by dredging, channeling, and straightening. After years of million dollar expenditures for dredging, recent scientific analyses indicates that rivers manage themselves.

By determining the historic meander pattern of the river, the outer boundaries of such meanders form the basis for preventing development of permanent structures within the zones expected to meander. These maps are also available from Salt Lake County Engineering.

### **o Jordan River Wetlands (WAIDS)**

These wetlands were identified using a comprehensive rather than jurisdictional assessment method. Detailed delineations must be performed within these wetlands to determine their regulatory status. All can be considered wetlands with distinct enhancement values, providing a base for mitigation support.

### **o Jordan River Hydric Soils**

Mapped as part of the WAIDS, the hydric and potentially hydric soils were compiled from the Soil Conservation Service reports published in 1974. These provide locations where native soil has been buried by in-filling and agriculture. The Jordan River soils identified as hydric are included in the National Hydric Soils register utilized by the Army Corps regulatory program.



### 3. Using the Multiple Constraint Mapping

The overlaid mapping of hydric soils, floodplain, wetlands, and meander zone provides an effective method of scoping resource opportunities relating to land use decisions. Such information is useful to municipalities in particular, in their respective parkway planning process.

#### o Parkway Planning

Park and recreational goals of each parkway segment should be identified. This includes considerations such as:

- Determining optimum location of trails
- Determining optimum location of active recreational facilities, such as playing fields
- Determining passive recreation opportunities
- Identifying sensitive land resource opportunities for fish and wildlife enhancement
- Identifying areas which should be logically constrained to housing, commercial, or industrial land uses
- Potential stormwater treatment basins
- Potential wetland banking or mitigation sites

#### o Zoning

The composite mapping provides a basis for adopting conceptual master plans for parkway and other related development. Re-zoning of inappropriate development areas should be initiated in support of any master plan adoption.

If inappropriate zoning is maintained in sensitive lands, it creates confusion, conflicts, and encourages development which may burden the local government with increased flood liability, flood mitigation costs, and other service costs.

Improper zoning also affects appraisal values of property, which artificially give the appearance of sensitive lands being readily developable at comparative costs. In reality, construction in sensitive lands is higher than uplands, in order to mitigate problems of high water table, frost action and shrink-swell soils, high erosion and runoff, etc.

Multiple constraint maps are included in Appendix G.

## VI. REFERENCES

United States Congress. Reclamation Projects Authorization and Adjustment Act of 1992. Title III Fish, Wildlife and Recreation Mitigation and Conservation. Public Law 102-575. 1992.

The White House, President George Bush. Statement by the Press Secretary. October 30, 1992.

U.S. Department of the Interior. Cooperative Agreement between Department of Interior, Salt Lake County, Fish & Wildlife Service, and Bureau of Reclamation. Title III of the Central Utah Project Completion Act. August, 1994.

Jensen, Steven F. Jordan River Wetland Advance Identification Study: Wetland Functional Assessment Interpretive Report. Salt Lake City-County Health Department. October, 1987.

Salt Lake County Recorder. Updated Sidwell Ownership Parcels. Jordan River Corridor: Point-of-the-Mountain to 2100 South Street. April, 1994.

U.S. Army Corps of Engineers. Manual for the Jurisdictional Delineation of Wetlands. 1987.

Jensen, Steven F. Wetland Acquisition & Management Proposal for the Central Utah Project Mitigation Commission. Salt Lake County Commission Staff Office; Salt Lake County Wetland Acquisition Committee. June, 1993.

Dubois, Kristi. Summary of Restoration Benefits for Migratory Birds. U.S. Fish & Wildlife Service. June, 1994.

The Nature Conservancy. Cooperative Agreement between the Utah Division of Wildlife Resources and the Nature Conservancy. September, 1993.

Diehl, Janet, and Thomas S. Barrett. The Conservation Easement Handbook. Trust for Public Lands. San Francisco, California. 1988.

Zillman, Donald N. Conservation Easements. Utah Department of Natural Resources. University of Utah Law School. November, 1983.

Bellamba, Susan. Costs and Activities Associated with Management of the Matheson Wetland Preserve. Personal Communication. June, 1994.

Hammer, Donald A. Constructed Wetlands for Wastewater Treatment: Municipal, Industrial & Agricultural. Lewis Publishers. 1989.

**APPENDIX A**  
**COOPERATIVE AGREEMENT**  
**WITH DEPARTMENT OF INTERIOR**



# United States Department of the Interior

OFFICE OF THE SECRETARY

Program Director  
CUP Completion Act  
P.O. Box 51338  
Provo, UT 84605

IN REPLY  
REFER TO:

CA-1000

AUG 29 1994

Mr. Steven F. Jensen  
Water Resources Planning Coordinator  
Salt Lake County Government Center  
Commission Staff Office  
2001 South State Street No. 3003  
Salt Lake City UT 84318-1102

Subject: Cooperative Agreement No. 4-WS-94-00314 between the Department of the Interior, Salt Lake County, Fish and Wildlife Service (FWS), and Bureau of Reclamation (Reclamation), Title III of the Central Utah Project Completion Act (Act), Public Law 102-575

Dear Mr. Jensen:

Enclosed is a fully executed original of the subject Cooperative Agreement in the amount of \$330,000 to be utilized to do the necessary planning, NEPA compliance, and acquisition work associated with acquiring wetlands along the Jordan River as authorized in Section 311(c) of the Act. By copy of this letter, we are also transmitting executed originals of the subject Cooperative Agreement to the Fish and Wildlife Service (FWS) and Bureau of Reclamation (BOR).

Salt Lake County, BOR, and FWS should proceed with the work activities that are identified in this agreement. Reclamation should bill the Department using the Online Payment and Collection (OPAC) billing system for the entire \$330,000 as soon as possible. These work activities must be completed prior to September 30, 1995, or sooner if possible.

If you have questions regarding this agreement or its administration, please contact us at (801) 379-1103.

Sincerely,

Ronald Johnston  
Program Director

Enclosure

cc: Mr. Clark D. Johnson  
Fish and Wildlife Service  
145 East 1300 South  
Salt Lake City UT 84147

Mr. Bruce Snyder  
Bureau of Reclamation  
125 South State Street  
Salt Lake City UT 84147-1102  
(each w/c of orig encl)

DEPARTMENT OF THE INTERIOR  
CUP COMPLETION ACT - PROGRAM DIRECTOR

SUMMARY AND SIGNATURE SHEET

1. NUMBER: 4-WS-94-00314 (UC5200D06)  
MODIFICATION NO.:  
EFFECTIVE DATE: August 26, 1994

2. PERFORMANCE PERIOD:  
From:executed date  
To:September 30, 1995

3. TITLE:  
Cooperative Agreement-Salt Lake County-Jordan River Wetlands Acquisition

4. AUTHORITY:  
Central Utah Project Completion Act (Public Law 102-575)  
Section 311(c)  
Federal Grant and Cooperative Agreement Act of 1977

5. RECIPIENT AGENCY:  
NAME, PROGRAM DIRECTOR/TR, ADDRESS, ZIP CODE  
Salt Lake County Treasurer  
Revenue Account No. 110-100-1002-7575  
2001 South State Street  
Salt Lake City, Utah 84318-1102

6. ISSUING OFFICE  
NAME, PROGRAM DIRECTOR/TR, ADDRESS, ZIP CODE  
Mr. Ronald Johnston  
Program Director, CUP Completion Act  
Department of the Interior  
P.O. Box 51338  
Provo, UT 84605-1338

7. ACCOUNTING AND APPROPRIATION DATA:

8. FUNDING INFORMATION  
This obligation \$ 330,000.00  
Previous obligation \$ 0.00  
Total obligation \$ 330,000.00

9. REMARKS:

10. SUBMIT INVOICES TO:  
Mr. Ronald Johnston  
Program Director, CUP Completion Act  
Department of the Interior  
P.O. Box 51338  
Provo, UT 84605-1338

11. RECIPIENT AGENCY AUTHORIZATION:

12. DEPARTMENT OF THE INTERIOR AUTHORIZATION:

Signature

Signature

AUGUST 11, 1994.

8/19/94

Date

Date

Jim Bradley

Barnard G. Topper

Typed Name

Typed Name

Chairman, S.L.County Commission

Budget Officer  
Office of the Secretary  
Department of the Interior

Title

Title

7/18/94

COOPERATIVE AGREEMENT

Among the

U.S. DEPARTMENT OF INTERIOR

U.S. BUREAU OF RECLAMATION

U.S. FISH AND WILDLIFE SERVICE

and

SALT LAKE COUNTY

I. Authority

This Cooperative Agreement, hereinafter the AGREEMENT, between the U.S. Department of the Interior, hereinafter the DEPARTMENT, the U. S. BUREAU OF RECLAMATION, hereinafter RECLAMATION, the U.S Fish and Wildlife Service, hereinafter the SERVICE, and Salt Lake County, hereinafter the COUNTY, jointly and collectively known as PARTIES, is made and entered into pursuant to the Federal Grant and Cooperative Agreement Act of 1977 (41 U.S.C. 501-509), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et.seq) the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575), and the Utah Natural Resources Act (U.C.A. 63-34-7).

II. Background

The Central Utah Project (CUP) Completion Act, hereinafter the ACT, is contained within Titles II through VI of the Reclamation Projects Authorization and Adjustment Act of 1992 (Public Law 102-575). Its purpose is to provide for the orderly completion of the CUP, which is the largest participating project of the 1956 Colorado River Storage Project (CRSP). The ACT does this by authorizing an increase in the appropriations ceiling for CUP, for which Titles III and IV specifically address fish, wildlife, and outdoor recreation mitigation and enhancement. Title III, specifically Section 311 authorizes Jordan River Wetland acreage acquisition including activities described by this AGREEMENT.

Title III of the ACT also establishes the Utah Reclamation Mitigation and Conservation Commission (Commission) to expend Federal funds appropriated under Titles III and IV. In addition, the Commission will assume implementation of Section 8 of CRSP in Utah. As of the date of this AGREEMENT, the Commission has not been appointed. Therefore, pursuant to Section 301(n) of the

ACT, the DEPARTMENT is authorized to continue prosecution of Section 8 of the CRSPA, including expenditure of funds supporting this AGREEMENT, pending appointment of the Commission.

### III. Purpose and Objectives

This agreement is for the purpose of acquiring privately owned wetland acreage along the Jordan River as identified by the multi-agency technical committee for the Jordan River Wetlands Advance Identification Study. These manageable tracts of land would be purchased for public ownership and management to preserve the Jordan River wetland ecosystem. Land parcels would be acquired within the area identified on Exhibit 1. These land parcels would be acquired from willing sellers through negotiated purchases at appraised value.

### IV. Term of Agreement

This AGREEMENT shall become effective upon execution by all PARTIES and shall remain in force and effect until September 30, 1995, at which time the cooperative program described herein shall be completed unless extended by mutual agreement or this Agreement may be terminated by a resolution of the Commission, when appointed.

### V. Scope of Work - Specific Obligations of the Parties

#### A. PARTIES TO THIS AGREEMENT understand that:

1. All land purchases shall be in accordance with, and under authority of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, and the Utah Relocation Assistance Act, Utah Code Ann., Sections 57-12-1 et seq..

2. All land purchases shall be in accordance with policies and procedures established by the National Environmental Policy Act (NEPA)(42 U.S.C. 4321 et seq.) and all other applicable Federal environmental laws.

3. The COUNTY accepts the responsibility for completing all transactions with the landowners, including: negotiations, inspections, appraisals, title work, recording deeds and other documents, and post closing certifications.

4. Within the limitations imposed by the Utah Governmental Immunity Act, Utah Code Ann., Sections 63-30-1 et seq., the COUNTY assumes all risks, liabilities, and consequences of performing additional work outside the specified scope of work



without prior written approval from the Departmental Project Officer.

5. Each party will appoint a person to be its Project Officer to carry out its obligations under this AGREEMENT.

6. The PARTIES will have their representative attend all conferences requested and scheduled by the Department of the Interior and provide the information pertaining to progress and problems associated with the activities under this AGREEMENT.

B. U.S. DEPARTMENT OF THE INTERIOR

The DEPARTMENT shall:

1. Not be legally liable for any payment which may arise from performance under this AGREEMENT until funds are made available to the DEPARTMENT.

2. Provide technical advice pertinent to the project at the request of any or all PARTIES.

3. In coordination with the PARTIES, review progress of work done under this AGREEMENT and timely notify pertinent PARTIES in advance of substantive changes in work to be done or expected accomplishments. All such changes shall be subject to negotiation and agreement between the PARTIES pursuant to Article VIII.

4. Convene checkpoint conferences, as required, for the purpose of exchanging technical information, receiving progress reports from the PARTIES, providing technical support and assistance to the PARTIES and conducting other business as necessary to ensure timely completion of the purpose and objectives of this AGREEMENT, including compliance with all Federal environmental laws, as appropriate.

C. SALT LAKE COUNTY

The COUNTY or its Contractor shall:

1. Complete a ownership/title search of proposed purchases. Notify property owners of the interest to buy. All owners of property in the targeted areas will be contacted about the proposed land purchase.

2. Contact interested property owners. Negotiations will be started with those property owners who are interested in selling their properties. The acquisition procedures normally

used by the Federal Government will be outlined, as will the land appraisal process.

3. Obtain, after willing sellers have been identified and the most likely purchases determined, a Commitment for Title Insurance or Policy of Title Insurance from a title company which is on the Attorney General's list of approved title companies. Based on this Commitment/Policy, a title analysis will be completed to ensure that the United States is able to receive clear title to the property.

4. Complete land inspections of proposed purchases. A reconnaissance for hazardous material storage or disposal, land use, and other required documentation will be performed consistent with the COUNTY's policy and procedure on environmental assessment and which at minimum satisfies the Federal requirements for hazardous waste clearance. RECLAMATION shall assist the COUNTY in the performance of these activities upon request. All inspections will be available to RECLAMATION for approval as necessary. Based upon the reconnaissance and inspection, a determination will be made as to how to proceed with the purchase, or how the values of the lands will be affected.

5. Complete an appraisal of properties to be purchased. Property appraisals shall be made by a COUNTY appraiser, who is approved to appraise lands for State and Federal purchase. Appraisals to determine the amount of just compensation will be based on any development restrictions, zoning requirements, etc., which may be present on the lands. The COUNTY will review and approve the appraisals unless they request assistance from RECLAMATION.

6. Present purchase offers to property owners. Purchase offers will be made to those property owners from whom clear land title can be received. This purchase offer will be for full appraised value, as required by State and Federal law and regulation.

7. Once a signed Land Purchase Contract or a Contract and Grant of Easement (contract) is obtained from the landowner, a Preliminary Title Package will be submitted to RECLAMATION with a request for signature by the United States. That Package will include: a Commitment or Policy for Title Insurance, an environmental reconnaissance which at minimum satisfies the Federal requirements for hazardous waste clearance, a contract signed by the landowner and a Draft Warranty Deed or Warranty Deed of Easement (Deed) prepared for the landowner's signature.

8. Cure title defects. Any property title encumbrances which would prevent the United States from receiving clear title to the lands will be resolved prior to closing.

These title defects may include: lack of clear chain of title, tax or mechanics liens, conflicting ownership claims, unprobated land transfers by Will, etc. Mortgages, Deeds of Trust, Judgements, Lis Pendens, etc. must be released through payment or escrow to pass clear, unencumbered title on fee lands and a Consent to Easement recorded for easement acquisitions. These encumbrances will be cleared prior to final payment to the landowner.

9. Complete property closing on accepted offers. When the contract has been signed by the United States and the title has been cleared, a Deed will be recorded, together with the contract, and a Policy of Title Insurance will be issued to replace the Commitment. A Final Title Package will be submitted to RECLAMATION before payment is made to the landowner. The Final Title Package will include: Policy of Title Insurance showing title vested in the United States and with liability in the amount of the purchase price, Certificate of Inspection and Possession, recorded Deed and contract. After inspection of the package by the Regional Solicitor's Office (RSO), RECLAMATION will approve payment to the landowner. Payment will be made to the seller by the COUNTY contingent upon the availability of funds from the DEPARTMENT.

#### D. U.S. BUREAU OF RECLAMATION

RECLAMATION shall:

1. Review, for quality control, appraisals prepared by the COUNTY when deemed necessary. Review and approval of appraisals by RECLAMATION will be available upon COUNTY's request.

2. Assist the COUNTY in determining how to approach the valuation process, including highest and best use and just compensation, for properties which have unusual characteristics (such as hazardous waste, etc.) Assist in determining how to proceed with purchase of any such properties.

3. Review and approve all required inspections and reconnaissance of the property prior to vesting title in the United States as required.

4. Review and submit to RSO, for approval, all land acquisition documents prior to payment to landowner as previously discussed in paragraph No.s 7 and 9 under SALT LAKE COUNTY or its contractor.

5. Upon receiving approval of the Final Title Opinion from the RSO, RECLAMATION will authorize final payment.

6. Provide technical advice pertinent to land acquisition for the project at the request of any or all PARTIES.

7. Assign and supervise all RECLAMATION personnel and be responsible for overseeing the land acquisition purpose and objectives of this AGREEMENT.

E. U.S. FISH AND WILDLIFE SERVICE

The SERVICE shall:

1. Ensure compliance with all requirements of the National Environmental Policy Act (NEPA) (42 U.S.C. 4321 et seq.) and all other relevant and applicable Federal environmental laws prior to purchase of any properties.

2. Provide project oversight, technical advice, expertise, and opinion on all elements of this AGREEMENT to assist the other PARTIES toward successful completion of the Scope of Work. Technical services rendered under this AGREEMENT shall be provided without monetary compensation.

3. Appoint a person to be its Project Officer to represent the SERVICE at all times in carrying out its obligations and subordinate officers, as deemed necessary, to implement this AGREEMENT. Assign and supervise all SERVICE personnel associated with this AGREEMENT.

4. Attend and participate in all check point conferences to exchange technical information, provide progress reports, or other information requested by the DEPARTMENT pertaining to progress and problems associated with the activities under this AGREEMENT and conducting other business as necessary to ensure timely completion of this Scope of Work.

5. Comply with the terms of Standard Form 424B, "Assurances - Nonconstruction Programs" attached hereto and incorporated herein.

VI. Project Officers

For the DEPARTMENT:

Mr. Ronald Johnston  
Program Director, CUP Completion Act  
U.S. Department of the Interior  
P.O. Box 51338  
Provo UT 84605-1388  
(801) 379-1103 FAX (801) 379-1159

For RECLAMATION:

Mr. Bruce E. Snyder  
Chief, Land Acquisition Branch  
Bureau of Reclamation  
Upper Colorado Regional Office  
125 South State Street  
Salt Lake City UT 84138-1102  
(801) 524-5441 FAX (801) 524-3034

For the SERVICE:

Mr. Clark D. Johnson  
Division of Ecological Services  
2060 Administration Building  
1745 West 1700 South  
Salt Lake City UT 84104-5110  
(801) 524-5001 FAX (801) 524-5021

For the COUNTY:

Mr. Steven F. Jensen, M.P.A.  
Water Resources Planning Coordinator  
Salt Lake County Government Center  
Commission Staff Office  
2001 South State Street No. 3003  
Salt Lake City UT 84318-1102  
(801) 468-3630 FAX (801) 468-3602

VII. Payment of Funds

Upon execution of this AGREEMENT, RECLAMATION shall bill the DEPARTMENT, using the Online Payment and Collection (OPAC) billing system \$330,000. The cost for the options or purchase agreements for the aforementioned wetland properties including RECLAMATION's cost shall not exceed \$330,000 for fiscal year 1994. Administrative costs will be assessed in accordance with standard RECLAMATION policy as a percentage additive to salary costs. RECLAMATION Contracting Officer's Representative (COTR) for the AGREEMENT will be the Land Acquisition Branch Chief, located in the Upper Colorado Regional Office in Salt Lake City, Utah.

In addition to the \$330,000 provided by the DEPARTMENT, the COUNTY will provide \$15,000 in matching funds, contingent on final action by the Board of County Commissioners, to be applied toward the COUNTY's expenditures for acquisition of the Jordan River Wetlands. The COUNTY shall submit to RECLAMATION's COTR on a quarterly basis, a completed Standard Form 270 (SF-270) Request for Advance or Reimbursement. This submittal shall include

adequate backup documentation to justify the expenses incurred for that increment of time. This documentation shall include but not be limited to such items as salaries, fringe benefits, overhead, subcontracts, etc. Total COUNTY administrative costs related to the property purchase (i.e. costs over and above the purchase price of property acquired under this AGREEMENT) shall not exceed \$45,000. This \$45,000 amount shall include the \$15,000 matching funds provided by the COUNTY.

Upon verification and approval of the COUNTY's request for payment RECLAMATION will reimburse the COUNTY by means of electronic transfer of funds to the following account:

Salt Lake County Treasurer  
Revenue Account No. 110-100-1002-7575

The COUNTY is also required to submit a completed Standard Form 269A (SF-269A), Financial Status Report, along with the final request for reimbursement, in accordance with the requirements of OMB Circular A-102. Final payment will be withheld pending receipt of the completed form SF-269A.

RECLAMATION shall provide the DEPARTMENT an accounting of both the COUNTY'S and RECLAMATION'S expenditures made under this AGREEMENT. Funds will not be made available to the SERVICE for their involvement, project oversight, or technical advice for acquisitions made under this AGREEMENT.

#### VIII. Amendments and Revisions

Amendments and/or revisions to this AGREEMENT may be proposed at any time by any PARTY, but shall become effective only upon being reduced to a written instrument amending this AGREEMENT and upon approval by signature of all PARTIES.

#### IX. Termination

This AGREEMENT may be terminated prior to the completion date specified in Article IV by ANY PARTY upon thirty (30) days written notice to the others. Upon receipt of such written notice, the PARTIES will provide an accounting of remaining funds and outstanding contractual obligations of funds and return such funds to the DEPARTMENT.

The DEPARTMENT shall pay for all work which, in the exercise of due diligence, the PARTIES are unable to cancel prior to the effective date of termination. Payments made under this AGREEMENT including payments under this article, shall not exceed the ceiling amounts specified in this AGREEMENT.

X. General Provisions

The "Administrative and Audit Requirements and Cost Principles for Assistance Programs" (43 CRF 12) are incorporated herein by reference.

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

The COUNTY is a political subdivision of the State of Utah. Consistent with the terms of the Utah Governmental Immunity Act, Utah Code Ann., Sections 63-30-1 et seq., by entering into this AGREEMENT, the COUNTY does not waive any defenses or limitations on liability. Nothing contained in this AGREEMENT shall be deemed to increase the COUNTY's liability beyond that set forth in the Act.

The PARTIES acknowledge that the COUNTY cannot contract for the payment of funds not yet appropriated by the Board of County Commissioners. The COUNTY, therefore, reserves the right to terminate this AGREEMENT on notice as provided for in Part IX hereinabove.

This AGREEMENT shall be governed according to the laws of the State of Utah.

XI. Resolving Disagreements

The PARTIES agree to work harmoniously to achieve the objectives of the project. When disagreements arise between/among the PARTIES, they must be resolved according to the procedures discussed below:

1. The PARTIES shall attempt first to resolve disagreements through informal discussion among the subordinate staff responsible for project implementation.

2. If the disagreement cannot be resolved through informal discussion, each shall document the nature of the disagreement and bring it to the attention of their respective Project Officer.

3. After reviewing the facts of the disagreement, the Project Officers will arrange a formal meeting. The PARTIES will collectively decide on any varied approaches which might be used to resolve the disagreement. The PARTIES shall be responsible for their individual expenses related to any approach utilized to resolve the disagreement.

4. Ultimately, if all other attempts at resolving the disagreement fail, a decision will be made by the Secretary of the DEPARTMENT whose decision shall be final and conclusive.

Any post award issue will be open for resolution in accordance with the above procedures, with the exception of continuation of the AGREEMENT (since either PARTY may terminate the AGREEMENT with the specified notice), or other matters specifically addressed by the AGREEMENT itself.

XII. Contingent Upon Appropriation

The liability of the DEPARTMENT under this AGREEMENT is contingent upon appropriation and reservation of funds being made therefore.

XIII. Office of Management and Budget (OMB) Circulars

The following OMB Circulars are incorporated herein by reference:

1. A-87, "Cost Principles for State and Local Governments".
2. A-102, "Uniform Administrative Requirements for Grants-in-Aid to State and Local Governments".
3. A-128, "Audit Requirements for State and Local Governments."



IN WITNESS WHEREOF, each party hereto has caused this AGREEMENT to be executed by an authorized official on the day and year set forth opposite their signature below.

U.S. DEPARTMENT OF THE INTERIOR

By: Ronald J. Hinton  
Title: Program Director

Date: 8/17/94

U.S. BUREAU OF RECLAMATION

By: Michael Ward  
Title: Contracting Officer

Date: 21 July 1994

U.S. FISH AND WILDLIFE SERVICE

By: Reed E. Harris  
Title: Wah Field Supervisor

Date: August 10, 1994

SALT LAKE COUNTY

By: Jim Bradley  
Title: Chairman

Date: 8.3.94

APPROVED AS TO FORM

Salt Lake County Attorney's Office

By: John V. Johnson  
Deputy County Attorney

Date: July 27, 1994

07

Approved

Christopher B. Rich  
Reg. Solicitor's Office

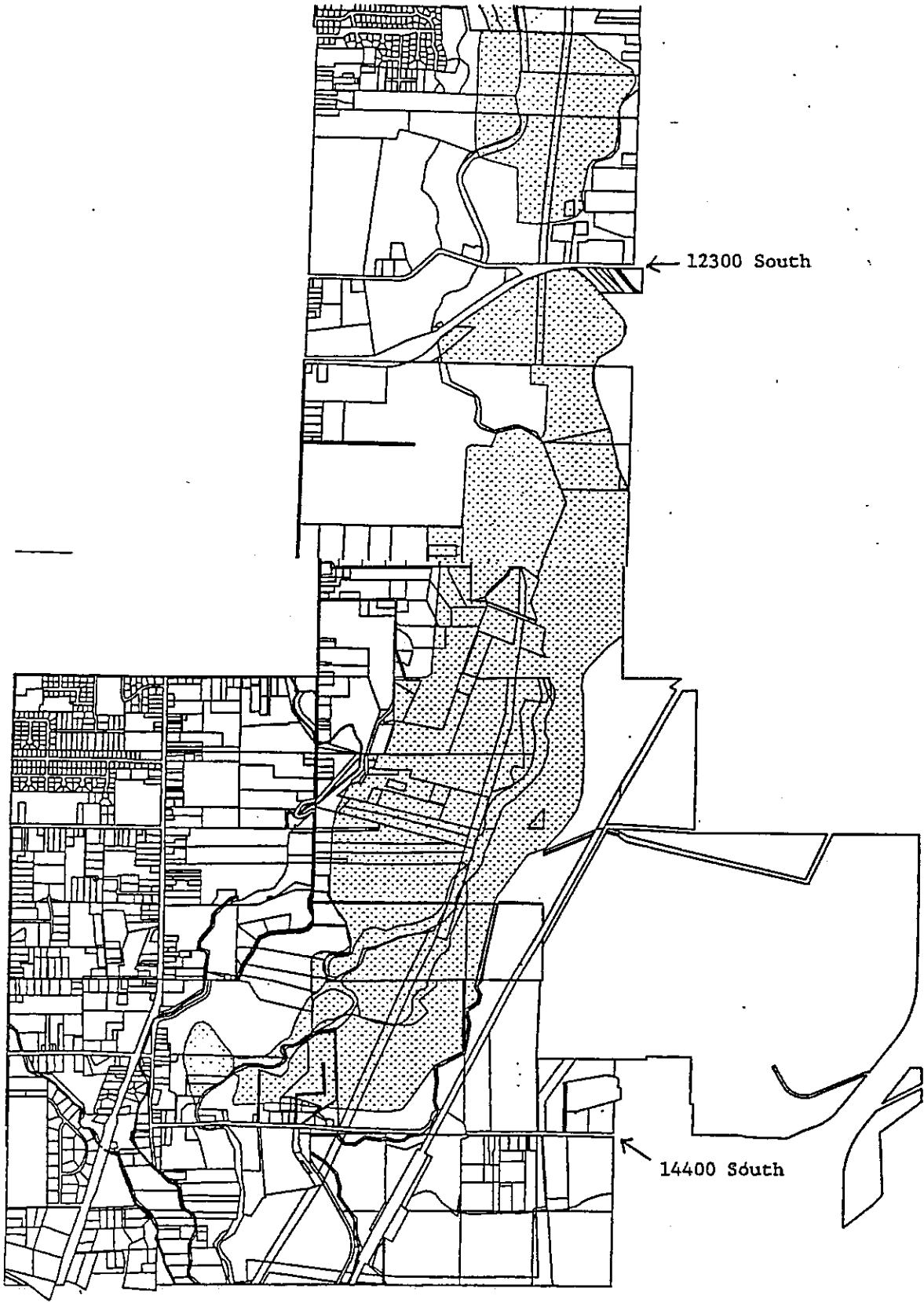


EXHIBIT ONE  
WETLAND BASIN 3 & 4 ACQUISITION AREAS  
(PROPERTY WITH DOTTED PATTERN)

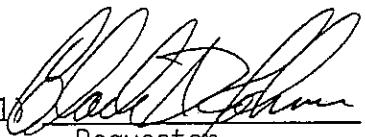
UNITED STATES FISH AND WILDLIFE SERVICE

ENVIRONMENTAL ACTION MEMORANDUM

Within the spirit and intent of the Council on Environmental Quality's regulations for implementing the National Environmental Policy Act (NEPA) and other statutes, orders, and policies that protect fish and wildlife resources, I have established the following administrative record and have determined that the action of implementation of the Jordan River Wetlands Acquisition program based upon plans developed by the Environmental Protection in the 1988 WAIDS study and also addressed in the Section 8 Advisory Team planning document for the Jordan River:

- XX- is a categorical exclusion as provided by 516 DM 6 Appendix 1. FWS A.General (4) No further documentation will be made.
- is found not to have significant environmental effects as determined by the attached Environmental Assessment and Finding of No Significant Impact.
  - is found to have special environmental conditions as described in the attached Environmental Assessment. The attached Finding of No Significant Impact will not be final nor any actions taken pending a 30-day period for public review (40 CFR 1501.4(e)(2)).
  - is found to have significant effects, and therefore a "Notice of Intent" will be published in the Federal Register to prepare an Environmental Impact Statement before the project is considered further.
  - is denied because of environmental damage, Service policy, or mandate.
  - is an emergency situation. Only those actions necessary to control the immediate impacts of the emergency will be taken. Other related actions remain subject to NEPA review.

Other supporting documents (list):

(1)  8/9/94  
Requestor Date

(2)  8-10-94  
Field Supervisor Date

(3) \_\_\_\_\_

APPENDIX B

COUNTYWIDE POLICY # 1150  
ENVIRONMENTAL ASSESSMENT



**Salt Lake County  
BOARD OF COMMISSIONERS**

**Jim Bradley  
Randy Horiuchi  
Brent Overson**

COMMISSION STAFF OFFICE  
Anthony W. Mitchell, Ph.D.  
Staff Manager

April 15, 1994

Honorable Board of County Commissioners  
2001 South State Street, #N2100  
SLC UT 84190-1000

Attention: E. James Bradley, Chairman

Re: Countywide Policy #1150 - Environmental Assessment

Gentlemen:

At its regularly scheduled meeting of April 11, 1994, the Salt Lake County Executive Council voted to forward the above-referenced policy (copy attached) to your honorable board with a recommendation for approval. This policy has been approved as to form by the Salt Lake County Attorney's Office.

Your early attention to this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Anthony W. Mitchell".

Anthony W. Mitchell, Chairman  
Salt Lake County Executive Council

AWM:em

cc: Roger Hillam  
Dick Chamberlain  
Arlene Johnson  
Auditor

**NOTE:** The original of this policy should be returned to the Commission Staff Office after signing, for printing and distribution.

SALT LAKE COUNTY  
COUNTYWIDE POLICY AND PROCEDURE  
ON

ENVIRONMENTAL ASSESSMENT

1.0 PURPOSE - To establish guidelines for the use of the various phases of environmental assessments when the County is considering the acquisition of real property. The goal of the assessment process is to identify the presence of any hazardous substances, hazardous materials, hazardous waste or petroleum products on a property under conditions that indicate an existing release, past release or threat of a release.

2.0 DEFINITIONS

- 2.1 Phase I Assessment - This level of environmental assessment consists almost entirely of investigating available public property records, including the site's land use history and various state and federal public records to determine whether there is a reason to suspect contamination.
- 2.2 Phase II Assessment - This level of environmental assessment requires the actual sampling and analysis of soil, water and building materials and the identification and possible correction of minor land or building modifications.
- 2.3 Phase III Assessment - This level of environmental assessment requires analysis necessary to develop a cost effective plan to clean-up the site.
- 2.4 Primary Agency - The agency for whom the property is being acquired.
- 2.5 Release - A spilling, leaking, pumping, pouring, emitting, emptying, discharging, injection, escaping, leaching, dumping or disposing of hazardous substances, hazardous materials, hazardous waste or petroleum products into the environment that is not authorized under state, federal or county law, rule or regulation.
- 2.6 Due Diligence - The process of inquiring into the environmental characteristics and conditions of a parcel of real property. The kind and degree of due diligence vary for different properties and differing purposes.
- 2.7 Appropriate Inquiry - That inquiry constituting "all appropriate inquiry into the previous ownership and uses of real property consistent with good commercial or customary practice" as defined in the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC Section 9601 (35)(B) sufficient to allow a party to a real estate transaction to raise the "innocent landowner" defense to CERCLA liability.
- 2.8 Reconnaissance - A visit to the property during which observations are made of existing physical conditions.

2. Interview knowledgeable individuals
    - a. Owners and operators
    - b. Persons familiar with past uses
  3. Review business directories to determine if the property was used for:
    - a. gas station
    - b. Auto repair
    - c. Dry cleaners
    - d. Print shop
    - e. Photo finishing
    - f. Manufacturing or fabrication
    - g. Metal plating
    - h. Wood treatment or furniture refinishing
    - i. Steam cleaning facility
- C. Review available public government records
1. Review available public State records for:
    - a. Notification, registration or certification of underground storage tanks.
    - b. Resource Conservation and Recovery Act (RCRA) hazardous materials treatment, storage or disposal permits, records of inspection and notices of violation or non-compliance
    - c. RCRA small quantity generator applications or exceptions
    - d. Hazardous and non-hazardous solid waste management permits
    - e. Notice or records of spills or leaks of petroleum, hazardous substances or materials. Check for Leaking Underground Storage Tank (LUST) designation or listing.
    - f. Superfund Amendments and Reauthorization Act of 1986 (SARA) Title III Community Right to Know filings
    - g. Industrial wastewater discharge permits
    - h. Utah Pollution Discharge Elimination System (UPDES) permits
    - i. Air emissions permits
    - j. Well abandonment permits and well appropriation permits
  2. Review available public federal records for:
    - a. EPA National Priorities List (NPL)
    - b. EPA Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS)
    - c. Federal Permits
    - d. Notices of non-compliance or violation
  3. Review available public City and County records for:
    - a. Fire department records
    - b. Above ground storage tank permits
    - c. Planning and zoning applications and records
    - d. Building permits and inspection records
    - e. permit to discharge to a publicly owned treatment works (POTW)
    - f. City/County health Department records
- D. Evaluate adjoining land uses
1. Underground storage tanks up-gradient from site
  2. Nearby landfills, dump sites, pits, lagoons, etc.

- 5.3 The environmental consultant shall be responsible for the development of a mitigation plan, construction and bid documents and cost estimates.
- 5.4 The environmental assessment contract manager(s) shall provide copies of the phase III report to the real estate section manager, the county attorney, the primary agency representative and the facilities management division director.
- 5.5 The real estate section manager, county attorney, facilities management division director and primary agency representative shall develop recommendations on acquisition of the property and mitigation plan for presentation to the Board of County Commissioners.
- 5.6 The Board of County Commissioners shall decide whether or not to proceed with the acquisition of the property after consideration of the phase III assessment and staff recommendations.



APPENDIX C  
U.S FISH & WILDLIFE  
CHECKLIST FOR ACQUISITION PLANNING



*Division of Realty  
Mountain - Prairie Region*

**Checklist for Acquisition Planning  
(For Projects requiring an Environmental Assessment)**

- Identify the Project*
- Field Level Preliminary Project Proposal (Proj. Bio.)*
- Contact State Wildlife Dept. (Proj. Bio.)*
  - Local Representative*
  - Central Office/Director*
  - Approve/Disapprove/No Position*
- Biological Reconnaissance Report (Proj. Bio.)*
- Land Acquisition Review Committee (Proj. Bio. & Chief, LA Planning)*
  - Meeting set up*
  - Proposal Approved*
- Regional Proposal Approved by RD and sent to Director (Chief, LA Planning)*
- Set up Planning Team*
- Engineering/Water Rights Assessment (Engineering)*
  - Requested*
  - Completed*
- Realty Feasibility Report (Realty-Appraisals)*
  - Requested*
  - Completed*

- Land Ownership Information (Surveys/Maps)**
  - Requested*
  - Completed*
  
- Determine need for any special studies/data needs (Proj. Bio., et.al.)**
  - 
  -
  
- Base Maps of ownership, habitat, etc. (Realty-Surveys and Maps)**
  - Requested*
  - Completed*
  
- Contaminants Survey (Proj. Bio. or FWE)**
  - Requested*
  - Completed*
  
- Contact Congressional Delegation (Proj. Bio. and/or Chief, LA Planning)**
  
- Public Contacts/Scoping (Proj. Bio.)**
  - Local Agencies*
  - Landowners*
  - Adjacent Landowners*
  - Public Meetings/Open House*
  - County Commissioners*
  - Office of the Governor*
  - Others*
  
- Conceptual Management Plan (Level of detail will vary with Project)(Assoc. Mgr./Proj. Bio.)**
  - In-house Draft*
  - RW Concurrence with Plan*

- Prepare Draft EA and Land Protection Plan (Proj. Bio.)*
  - In-House Draft*
  - Draft distributed to Public*
  - Comment period complete*
  - Draft revised/Response to comments*
  
- Final EA and Land Protection Plan (Proj. Bio.)*
  - FONSI signed by Regional Director*
  - EA/Land Protection Plan distributed to Public*
  
- Section 7 Evaluation (prepare only if T&E Species could be affected by acquisition) (Proj. Bio.)*
  
- Certificate of Compliance (this verifies by RD signature that all laws and regulations have been followed and is the final document that approves the refuge)*



*The planning process must be completed prior to accepting title to any new addition to the National Wildlife Refuge System. The only exceptions to this policy are inholdings within approved refuge boundaries and lands acquired as WPA's within approved counties of the Small Wetlands Acquisition Program (SWAP). Small, non-controversial additions may qualify for an abbreviated planning process (i.e. Categorical Exclusion, no Section 7, no supplemental reports, etc.) but we must document our files with whatever planning we elect to complete.*



*Division of Realty  
Mountain - Prairie Region*

## DECISION DOCUMENT PACKAGE CHECKLIST

(This package is printed and submitted as one document to Washington and signals completion of the planning phase of acquisition.)

- CERTIFICATE OF COMPLIANCE*
- SECTION 7 EVALUATION FORM*
- FONSI and EA*
- REALTY REPORT*
- ENGINEERING REPORT*
- LAND PROTECTION PLAN*
- PUBLIC INVOLVEMENT DOCUMENTATION*
  - News Articles of public meeting*
  - Copy of news release announcing public meeting*
- CONTAMINANTS SURVEY*
  - Use Level 1 if it is complete*
  - Use Preliminary Report from bioassay work if completed.*
- SUPPLEMENTAL REPORTS (if any)*
- MEMORANDUM OF DECISION TO DIRECTOR*

APPENDIX D

COOPERATIVE AGREEMENT  
UTAH DIVISION OF WILDLIFE AND  
THE NATURE CONSERVANCY

**COOPERATIVE AGREEMENT**

between

**UTAH DIVISION OF WILDLIFE RESOURCES**

and

**THE NATURE CONSERVANCY****I. INTRODUCTION**

The Utah Division of Wildlife Resources (DIVISION) purchased a portion of real properties and associated water rights and easements in Grand County, Utah, known as the Scott M. Matheson Wetlands Preserve (PRESERVE) from The Nature Conservancy (CONSERVANCY), a nonprofit corporation of the District of Columbia for the purpose of protecting and managing the PRESERVE to benefit wildlife. The mutual objectives of both parties are to promote the preservation, enhancement and protection of the biological features of the PRESERVE, provide opportunities for scientific research and offer opportunities for compatible educational, sporting, and recreational uses. To achieve these objectives the DIVISION and the CONSERVANCY desire to cooperatively manage the PRESERVE.

**II. PURPOSE**

This agreement establishes commitments by the two parties and defines general processes to be followed for implementing cooperative DIVISION/CONSERVANCY management of the PRESERVE.

**III. ROLES AND RESPONSIBILITIES**

1. The DIVISION and the CONSERVANCY agree to:
  - a. Jointly prepare and approve a Management Plan for the PRESERVE.
  - b. Develop an annual work plan and budget for managing the PRESERVE, and meet annually to assess progress in achieving Management Plan objectives.
  - c. Work toward perfecting the water rights associated with the PRESERVE in accordance with rules of the State Engineer.
  - d. Develop a joint "Stewardship Endowment Fund" for maintaining and managing the PRESERVE. Should this Cooperative Agreement be

terminated, the Endowment Fund shall be redistributed to the DIVISION and the CONSERVANCY in proportion to their respective contributions to the fund.

- e. Jointly appoint/convene a local "Advisory Committee" to assist in planning and problem-solving for PRESERVE management.
- f. Use volunteers, where possible, in managing the PRESERVE to minimize expenses.
- g. Conform to design and construction quality as agreed to by both parties for PRESERVE improvements (e.g. signs, trail information, kiosks, towers, boardwalks, etc.).
- h. Obtain approval from the other party before implementing other uses and new activities on the PRESERVE affecting management (e.g. hack towers, studies, etc.).
- i. Designate the following as compatible and incompatible activities and land uses.
  - 1. Compatible Activities
    - Birdwatching
    - Hunting (in approved areas)
    - Canoeing (river unit)
    - Picnicking
    - Scientific Study
    - Tours
    - Winter Recreation
    - Hiking
    - Fishing (river unit)
  - 2. Incompatible Activities
    - Use of Firearms/Shooting Outside Designated Hunting Seasons/Areas
    - Bicycles and Motorized Vehicles (except wheelchairs)
    - Camping
    - Public Trapping
    - Public Horseback Riding
- j. Make necessary revisions to this agreement consistent with the Management Plan.
- k. Promote positive medial publicity for the PRESERVE.



- l. Jointly attempt to raise funds for major improvements (water rights improvements and public visitation facilities, signage, etc.). It is intended that each party fund approximately 50% of mutually agreed-upon major improvements when funds are available.
  - m. Devise mutually agreed-upon educational programs/tours for the public.
2. **The DIVISION agrees to:**
  - a. As determined by availability, provide half of the salary and benefits for a manager and for the operation and maintenance of the PRESERVE.
  - b. Promulgate and enforce rules and regulations for public hunting and fishing on the PRESERVE in consultation and concurrence with the CONSERVANCY.
  - c. Provide technical assistance, manpower and equipment as agreed to in this agreement, in the Management Plan, and the annual work plan.
  - d. Pay in lieu of taxes to Grand County for the DIVISION portion of the PRESERVE.
3. **The CONSERVANCY agrees to:**
  - a. Provide a minimum of \$25,000 annually to provide for half of the salary and benefits for a manager and the remainder to be used for the operation and maintenance of the PRESERVE.
  - b. Hire and supervise a PRESERVE manager in consultation and with concurrence of the DIVISION.
  - c. Develop a jointly acceptable PRESERVE Improvements Plan which shall guide the construction of facilities/improvements, and shall be incorporated as an exhibit to the management plan. Develop designs and specifications for specific improvements.
  - d. Pay appropriate property taxes for the CONSERVANCY portion of the PRESERVE.

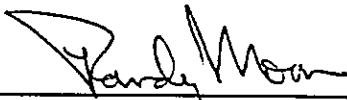
IV. KEY OFFICIALS

The DIVISION Southeast Region Supervisor and the designated CONSERVANCY representative will be responsible for coordinating and implementing this agreement.

V. TERMS OF AGREEMENT

1. The DIVISION and CONSERVANCY have specific laws, and authorities and policy mandates that guide day-to-day operations, and nothing in this agreement is intended to compromise those statutes and authorities.
2. Beyond the legal limitations alluded to above, there are limitations on the availability of manpower and funds to implement aspects of this agreement or the Management Plan/work plan.
3. This agreement shall be binding upon the successors and assigns upon the parties hereto. Each party shall be liable only for its own negligence and obligations and shall hold the other harmless.
4. The DIVISION may provide funding to the CONSERVANCY and the CONSERVANCY may provide funding to the DIVISION to facilitate one-agency completion of agreed-upon improvements, maintenance, or other activities.
5. This agreement shall be come effective on the last date signed by all parties and shall continue in effect from year to year, unless terminated upon 90 days written notice by either party.

APPROVED:

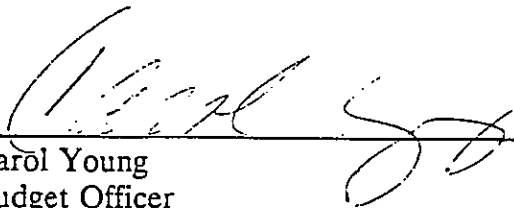


Acting Director

\_\_\_\_\_  
Timothy H. Provan  
Director  
Utah Division of Wildlife Resources

9/10/93

\_\_\_\_\_  
Date



\_\_\_\_\_  
Carol Young  
Budget Officer  
Utah Division of Wildlife Resources

9-3-93

\_\_\_\_\_  
Date

*Richard H. Banks*  
\_\_\_\_\_  
Director  
Utah Division of Finance

*9/15/93*  
\_\_\_\_\_  
Date

*DENNIS DONALD*  
\_\_\_\_\_  
Dennis Donald  
Western Regional Director  
The Nature Conservancy

*9/1/93*  
\_\_\_\_\_  
Date

APPENDIX E  
MODEL CONSERVATION EASEMENT

MODEL CONSERVATION EASEMENT

## Model Conservation Easement

*Note: The boxed numbers inserted in the text of the easement correspond with the subheading numbers in the commentary that follows.*

### DEED OF CONSERVATION EASEMENT [1]

THIS GRANT DEED OF CONSERVATION EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_, husband and wife, having an address at \_\_\_\_\_ ("Grantors"), in favor of \_\_\_\_\_ a nonprofit [state of incorporation] corporation [qualified to do business in (state where property is located)], having an address at \_\_\_\_\_ ("Grantee"). [2]

#### WITNESSETH:

WHEREAS, [3] grantors are the sole owners in fee simple of certain real property in \_\_\_\_\_ County, \_\_\_\_\_ [state], more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property"); [4] and

WHEREAS, the property possesses [e.g., natural, scenic, open space, historical, educational, and/or recreational] values (collectively, "conservation values") of great importance to Grantors, the people of [county, locale, or region] and the people of the State of \_\_\_\_\_; [5] and

WHEREAS, in particular, \_\_\_\_\_ [describe specific conservation values]; [6] and

WHEREAS, the specific conservation values of the Property are documented in an inventory of relevant features of the Property, dated \_\_\_\_\_, 19 \_\_\_\_\_, [on file at the offices of Grantee—or—attached hereto as Exhibit B] and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide, collectively, an accurate representation of the Property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and [7]

WHEREAS, Grantors intend that the conservation values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to [e.g., farming, ranching, or timber production] existing at the time of this grant, that do not significantly impair or interfere with those values; and [8]

WHEREAS, Grantors further intend, as owners of the Property, to convey

to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and [9]

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is \_\_\_\_\_ [e.g., the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition] \_\_\_\_\_; and [10]

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the conservation values of the Property for the benefit of this generation and the generations to come; [11]

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of [state where property is located] and in particular [specific state statutory authority], Grantors hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement"). [12]

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever [predominantly] in its [e.g., natural, scenic, historic, agricultural, forested, and/or open space] condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to such activities, including, without limitation, those involving [e.g., farming, ranching, timber production, public recreation, or education], as are consistent with the purpose of this Easement. [13]

2. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- (a) To preserve and protect the conservation values of the Property;
- (b) To enter upon the Property at reasonable times in order to monitor Grantors' compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantors, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property; and
- (c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 6. [14]

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited: [15]

[Insert Express Restrictions] [16]

4. Reserved Rights. Grantors reserve to themselves, and to their personal representatives, heirs, successors, and assigns, all rights accruing from their

## MODEL CONSERVATION EASEMENT

ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. [Without limiting the generality of the foregoing, the following rights are expressly reserved:] [17]

[Insert Express Reservations, if desired] [18]

5. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantors to notify Grantee prior to undertaking certain permitted activities, as provided in paragraphs \_\_\_\_\_, is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required Grantors shall notify Grantee in writing not less than [e.g., sixty (60)] days prior to the date Grantors intend to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

5.1 Grantee's Approval. Where Grantee's approval is required, as set forth in paragraphs \_\_\_\_\_, Grantee shall grant or withhold its approval in writing within [e.g., sixty (60)] days of receipt of Grantors' written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the purpose of this Easement. [19]

6. Grantee's Remedies. If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantors fail to cure the violation within [e.g., thirty (30)] days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a [thirty (30)] day period, fail to begin curing such violation within the [thirty (30)] day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantors' liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent

## MODEL EASEMENT

or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph without prior notice to Grantors or without waiting for the period provided for cure to expire. Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantors agree that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. <sup>[20]</sup>

6.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantors, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantors' violation of the terms of this Easement shall be borne by Grantors. If Grantors prevail in any action to enforce the terms of this Easement, Grantors' costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. <sup>[21]</sup>

6.2 Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

6.3 Waiver of Certain Defenses. Grantors hereby waive any defense of laches, estoppel, or prescription. <sup>[22]</sup>

6.4 Acts Beyond Grantors' Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantors for any injury to or change in the Property resulting from causes beyond Grantors' control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. <sup>[23]</sup>

7. Access. No right of access by the general public to any portion of the Property is conveyed by this Easement. <sup>[24]</sup>

8. Costs and Liabilities. Grantors retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantors shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantors. <sup>[25]</sup>



## MODEL CONSERVATION EASEMENT

8.1 Taxes. Grantors shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. [Grantee is authorized but in no event obligated to make or advance any payment of taxes, upon [e.g., three (3)] days prior written notice to Grantors, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the taxes or the accuracy of the bill, statement, or estimate, and the obligation created by such payment shall bear interest until paid by Grantors at the lesser of \_\_\_\_ percentage points over the prime rate of interest from time to time charged by [designated bank] or the maximum rate allowed by law.] <sup>26</sup>

8.2 Hold Harmless. Grantors shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in paragraphs 8 and 8.1; and (3) the existence or administration of this Easement. <sup>27</sup>

9. Extinguishment. If circumstances arise in the future such as render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction, and the amount of the proceeds to which Grantee shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be determined, unless otherwise provided by [state] law at the time, in accordance with paragraph 9.1. Grantee shall use all such proceeds in a manner consistent with the conservation purposes of this grant. <sup>28</sup>

9.1 Proceeds. This Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of paragraph 9, the parties stipulate to have a fair market value determined by multiplying the fair market value of the Property unencumbered by the Easement (minus any increase in value after the date of this grant attributable to improvements) by the ratio of the value of the Easement at the time of this grant to the value of the Property, without deduction for the value of the Easement, at the time of this grant. The values at the time of this grant shall be those values used to calculate the deduction for federal income tax purposes allowable by reason of this grant, pursuant to Section 170(h) of the Internal Revenue Code of 1954, as amended.

MODEL EASEMENT

For the purposes of this paragraph, the ratio of the value of the Easement to the value of the Property unencumbered by the Easement shall remain constant. [29]

9.2 Condemnation. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. [30]

10. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold conservation easements under [state statute] (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out. [31]

11. Subsequent Transfers. Grantors agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantors further agree to give written notice to Grantee of the transfer of any interest at least [e.g., twenty (20)] days prior to the date of such transfer. The failure of Grantors to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way. [32]

12. Estoppel Certificates. Upon request by Grantors, Grantee shall within [e.g., twenty (20)] days execute and deliver to grantors any document, including an estoppel certificate, which certifies Grantors' compliance with any obligation of Grantors contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantors. [33]

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantors: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MODEL CONSERVATION EASEMENT

or to such other address as either party from time to time shall designate by written notice to the other. <sup>34</sup>

14. Recordation. Grantee shall record this instrument in timely fashion in the official records of \_\_\_\_\_ County, \_\_\_[state]\_\_\_ and may re-record it at any time as may be required to preserve its rights in this Easement. <sup>35</sup>

15. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of \_\_\_[state]\_\_\_ .

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of \_\_\_[state statute]\_\_\_ . If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. [No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph \_\_\_\_ (see supplementary provisions re: Amendment.)]

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Joint Obligation. The obligations imposed by this Easement upon Grantors shall be joint and several.

(g) Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(h) Termination of Rights and Obligations. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(i) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

(j) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party

MODEL EASEMENT

who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling. [36]

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever. [37]

IN WITNESS WHEREOF Grantors and Grantee have set their hands on the day and year first above written.

\_\_\_\_\_

\_\_\_\_\_  
Grantors

\_\_\_\_\_  
Grantee

by \_\_\_\_\_

its \_\_\_\_\_ [Official Capacity] [38]

[Acknowledgments]

SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- [B. Baseline Documentation]
- B. or C. Site Descriptions/Map
- [C. or D. Identification of Prior Mortgage]

Supplementary Provisions [39]

(Paragraph numbers indicate relative position in model.)

[5.2] Arbitration. If a dispute arises between the parties concerning the consistency of any proposed use or activity with the purpose of this Easement, and Grantors agree not to proceed with the use or activity pending resolution of the dispute, either party may refer the dispute to arbitration by request made in writing upon the other. Within [e.g., thirty (30)] days of the receipt of such

## MODEL CONSERVATION EASEMENT

a request, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within  [e.g., fourteen (14)]  days after the appointment of the second arbitrator, then in each such instance a proper court, on petition of a party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with  [state arbitration statute] , or any successor statute then in effect. The matter shall be settled in accordance with the  [state arbitration statute or other appropriate body of rules]  then in effect, and a judgment on the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator(s) and attorneys' fees, which shall be determined by the arbitrator(s) and any court of competent jurisdiction that may be called upon to enforce or review the award. <sup>[40]</sup>

[Between 9 and 10]  Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantors and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of Grantee under any applicable laws, including  [state statute]  or Section 170(h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of \_\_\_\_\_ County,  [state] . <sup>[41]</sup>

[10.1]  Executory Limitation. If Grantee shall cease to exist or to be a qualified organization under Section 170(h) of the Internal Revenue Code of 1954, as amended, or to be authorized to acquire and hold conservation easements under  [state statute] , and a prior assignment is not made pursuant to paragraph 10, then Grantee's rights and obligations under this Easement shall become immediately vested in  [designated back-up grantee] . If  [designated back-up grantee]  is no longer in existence at the time the rights and obligations under this Easement would otherwise vest in it, or if  [designated back-up grantee]  is not qualified or authorized to hold conservation easements as provided for an assignment pursuant to paragraph 10, or if it shall refuse such rights and obligations, then the rights and obligations under this Easement shall vest in such organization as a court of competent jurisdiction shall direct pursuant to the applicable  [state]  law and with due regard to the requirements for an assignment pursuant to paragraph 10. <sup>[42]</sup>

[Between 10 and 11]  Subordination. At the time of conveyance of this Easement, the Property is subject to the mortgage identified in Exhibit  [C or D]  attached hereto and incorporated by this reference, the holder of which has agreed by separate instrument, which will be recorded immediately after

MODEL EASEMENT

this Easement, to subordinate its rights in the Property to this Easement to the extent necessary to permit the Grantee to enforce the purpose of the Easement in perpetuity and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the mortgage holder. The priority of the existing mortgage with respect to any valid claim on the part of the existing mortgage holder to the proceeds of any sale, condemnation proceedings, or insurance or to the leases, rents, and profits of the Property shall not be affected thereby, and any lien that may be created by Grantee's exercise of any of its rights under this Easement shall be junior to the existing mortgage. Upon request, Grantee agrees to subordinate its rights under this Easement to the rights of any future mortgage holders or beneficiaries of deeds of trust to the proceeds, leases, rents, and profits described above and likewise to subordinate its rights under any lien and to execute any documents required with respect to such subordination, except that the priority of any lien created by Grantee's exercise of any of its rights under this Easement prior to the creation of a mortgage or deed of trust shall not be affected thereby, nor shall this Easement be subordinated in any other respect. [43]

APPENDIX F  
SAMPLE MONITORING INSPECTION FORMS

# APPENDIX F Sample Monitoring Inspection Forms



**The Trustees of Reservations**  
*Conserving the  
Massachusetts Landscape*

572 Essex Street  
Beverly, Massachusetts  
01915

Telephone  
617-921-1944

## CONSERVATION RESTRICTION INSPECTION REPORT

1. Date (year only) \_\_\_\_\_
2. Name of property \_\_\_\_\_
3. Location \_\_\_\_\_  
street address \_\_\_\_\_
- city or town \_\_\_\_\_ county \_\_\_\_\_
4. Day and date restricted area inspected \_\_\_\_\_
5. Size in acres \_\_\_\_\_
6. Date conservation restriction acquired (month and year recorded) \_\_\_\_\_
7. Name and address of owner at that time \_\_\_\_\_
8. Name and address of present owner (if different from that of original donor, \_\_\_\_\_
9. Length of time in present ownership \_\_\_\_\_
10. Names of members of inspection team \_\_\_\_\_
11. Did the owner of the land accompany you on the inspection? If not, give the name and address of his/her authorized representative or identify permission given (whether by letter, telephone or personally). \_\_\_\_\_
12. Are the terms of the conservation restriction being observed? Describe details of your inspection. \_\_\_\_\_
13. Did you note any possible violations of the terms of the conservation restriction? Be as specific as you can. \_\_\_\_\_



# APPENDIX F      Sample Monitoring Inspection Forms

14. Describe acts or uses permitted by the terms of the restriction that have taken place since the last inspection. \_\_\_\_\_

15. Number and description of photographs accompanying this report. Be sure to identify each photograph. \_\_\_\_\_

16. Time spent on the property \_\_\_\_\_

17. Present use of restricted property \_\_\_\_\_

18. Uses of surrounding properties \_\_\_\_\_

19. Remarks (particularly as to present condition of property) \_\_\_\_\_

20. Superintendent's name \_\_\_\_\_

Signature \_\_\_\_\_

21. One member of inspection team should also sign here. \_\_\_\_\_

APPENDIX F

Sample Monitoring Inspection Forms



National Trust for Historic Preservation

EASEMENT INSPECTION FORM

BUILDING/SITE:

ADDRESS:

CURRENT OWNER:

ADDRESS:

PHONE:

INSPECTION DATE:

A: Protected Features or Restrictions Compliance

B: General Conditions and Potential Problem Areas

C: Did Inspector meet with the property owner or his representative during the inspection visit?

If yes, name of owner or representative:

D. Inspected by:

Title/Affiliation:

Phone:

Date:

E. I, \_\_\_\_\_, owner of the above property, agree that the description prepared by \_\_\_\_\_ is an accurate representation of the physical condition of the property as of \_\_\_\_\_.

1785 Massachusetts Avenue, N.W.  
Washington, D.C. 20036  
(202) 673-4000

# APPENDIX F

# Sample Monitoring Inspection Forms



National Trust for Historic Preservation

## OPTIONAL OWNER STATEMENT FORM

Building/Site:

Address:

Current Owner:

Address:

Inspection Date:

Inspected By:

Title:

A. General Conditions and Potential Problems:

B. Owner Statement:

1. Construction, restoration, major maintenance, or changes in use or ownership contemplated within the next 12 months:

2. Comments on Easement Inspection Procedure:

C. Signature of Owner:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

1785 Massachusetts Avenue, N.W.  
Washington, D.C. 20036  
(202) 673-4000

# APPENDIX F

# Sample Monitoring Inspection Forms



N A P A  
C O U N T Y  
L A N D  
T R U S T

## EASEMENT MONITORING PROGRAM INSPECTION REPORT: 19 \_\_\_\_

Easement Name:

Address:

Owner:

Address:

Manager:

Address:

1. If property is currently being used for any of the following purposes, please describe.

ECOSYSTEM/SPECIES PRESERVATION: (nesting site protection, etc.)

SCIENTIFIC/EDUCATIONAL: (research, nature study, etc.)

WILDLIFE/HABITAT MANAGEMENT: (planting, selective cutting, etc.)

RECREATIONAL: (hiking, hunting, camping, etc.)

FORESTRY: (harvesting, reforestation, nursery, etc.)

AGRICULTURAL: (orchard, vineyard, horse pasture, etc.)

RESIDENTIAL: (permanent residences, guest houses, mobile homes, etc.)

COMMERCIAL: (sales to the public, concessions, etc.)

INDUSTRIAL: (mining, etc.)

2. If manmade alterations of the property have taken place, please note location, extent, purpose, and individual or groups responsible.

CONSTRUCTION:

FILLING:

EXCAVATION:

OTHER:

3. If the property has been altered by natural causes, please note location and nature of changes.

FIRE:

FLOODING:

LANDSLIDE:

EROSION:

OTHER:

P.O. BOX 2903

YOUNTVILLE

CALIFORNIA

94599

# APPENDIX F

# Sample Monitoring Inspection Forms

4. If any new documentation was made, indicate below.

Map I.D.#	Description	Photos	Drawings
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BUILDINGS:

STRUCTURES:

ROADS & TRAILS:

FILLING:

EXCAVATION:

OTHER:

5. Are special restrictions in the conservation easement, if any, being complied with?
6. Describe current land use and condition of appurtenant property, if any, and note any significant changes since last monitoring report.
7. Is there a plaque on the property acknowledging Land Trust involvement?
8. What are the current status and known plans concerning management of the property?
9. Further observations.

Date of Inspection: \_\_\_\_\_

Signed by Monitor(s): \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signed by Landowner: \_\_\_\_\_

PLEASE INDICATE THE NUMBER OF THE FOLLOWING ATTACHED TO THIS REPORT:

aerial photo	_____
ground photos	_____
maps	_____
illustrations	_____
additional pages	_____
other	_____

TOTAL NUMBER OF ATTACHMENTS \_\_\_\_\_