



**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PUBLIC ROAD OR STREET**  
**LOCATED ON**  
**TOOELE ARMY DEPOT**  
**TOOELE COUNTY, UTAH**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to Tooele County, hereinafter referred to as the grantee, an easement for a road or street, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibit "A", attached hereto and made a part hereof, hereinafter referred to as the premises.

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

**1. TERM**

This easement is granted in perpetuity.

**2. CONSIDERATION**

The consideration for this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to Tooele County Commission, Attention: Commission Chair, 47 South Main Street, Room 210, Tooele, UT 84074, and if to the United States, to the U.S. Army Corps of Engineers, Sacramento District, Attention: Chief, Real Estate Division, 1325 J Street, Sacramento, CA 95814, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

**4. AUTHORIZED REPRESENTATIVES**

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

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

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

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

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

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

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

#### **8. INSPECTION AND REPAIRS**

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

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

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

#### **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government

purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

#### **12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE INSTALLATION COMMANDER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

#### **13. TERMINATION**

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

#### **14. SOIL AND WATER CONSERVATION**

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

#### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or

instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

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

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

## **16. ENVIRONMENTAL BASELINE SURVEY**

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

## **17. HISTORIC PRESERVATION**

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

## **18. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

**19. RESTORATION**

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

**20. DISCLAIMER**

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

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

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_ day of \_\_\_\_\_, 2015.

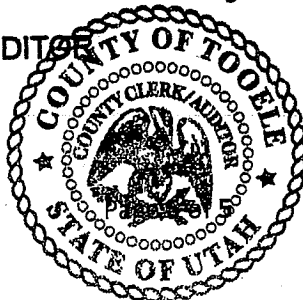
By: \_\_\_\_\_  
Stan Wallin  
Real Estate Contracting Officer  
U.S. Army Engineer District, Sacramento

**THIS EASEMENT** is also executed by the grantee this 9<sup>th</sup> day of SEPTEMBER, 2015.

**ATTEST:**

Marilyn K. Gillette  
**MARILYN K. GILLETTE**  
TOOELE COUNTY CLERK/AUDITOR

Wade B. Bateman



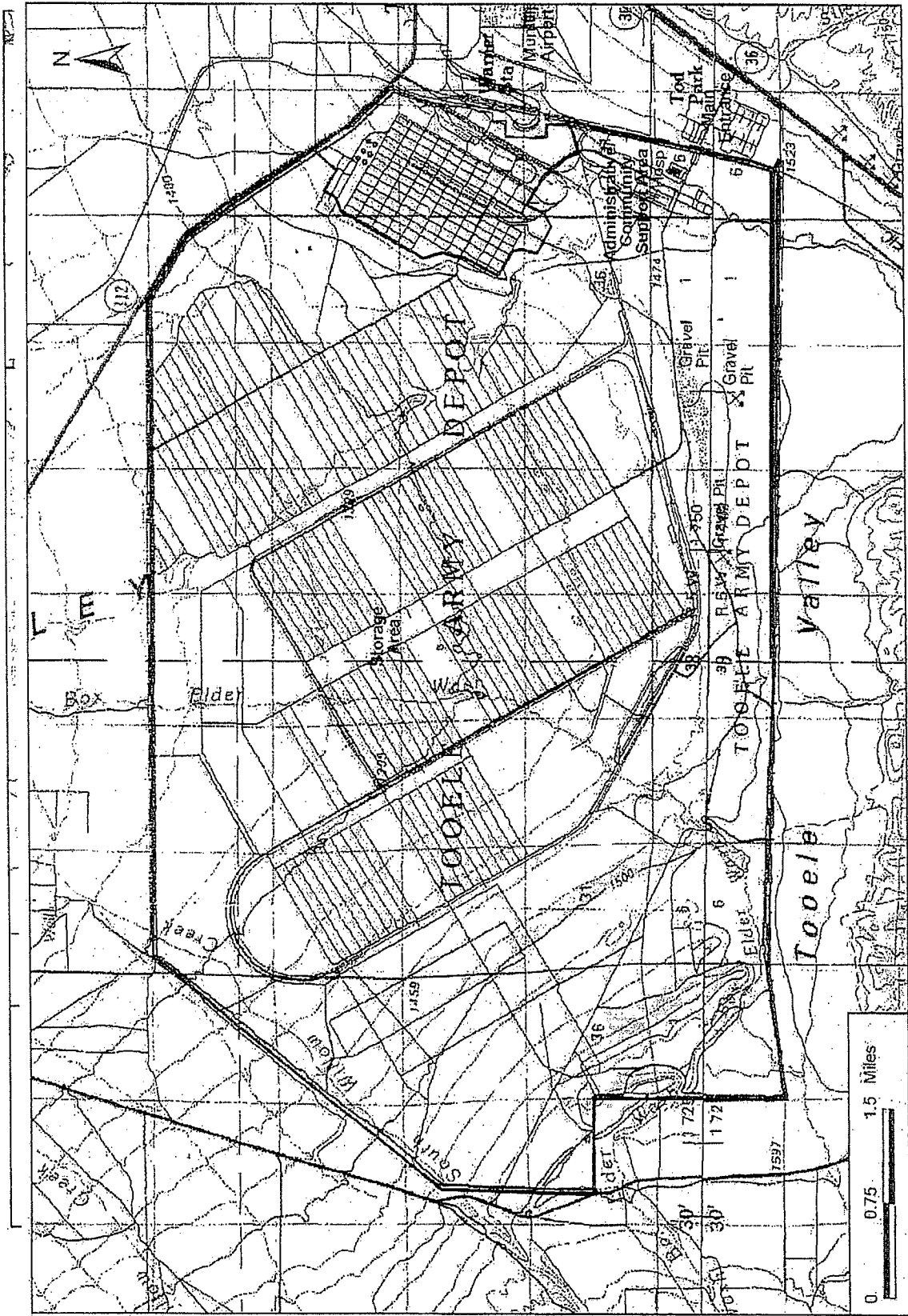
# LEGAL DESCRIPTION FOR SOUTH MOUNTAIN ROAD ON TOOELE ARMY DEPOT

## South Mountain Road (Depot Portion of Road)

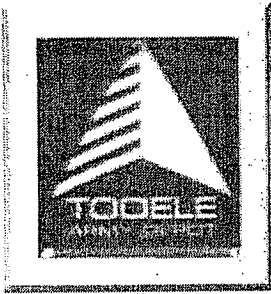
A parcel of land located in Sections 1, 2, 3, & 4 of Township 4 South, Range 5 West and Section 6 of Township 4 South, Range 4 West all in the Salt Lake Base and Meridian, Tooele County, Utah described as follows:

BEGINNING at the 2004 Tooele County Surveyor brass cap marking the Southeast Corner of Section 1, Township 4 South, Range 5 West, Salt Lake Base and Meridian (The Basis of Bearings for the herein described parcel being South 89°37'00" West between said Southeast Corner of Section 1 and the 1990 Tooele County Surveyor brass cap marking the South Quarter Corner of Section 1); and running thence South 89°37'00" West, along the section line 2385.15 feet to the South Quarter Corner of said Section 1; thence South 89°37'05" West, along the section line 2645.70 feet to the Southwest Corner of said Section 1; thence South 88°39'07" West, 2659.47 feet to the South Quarter Corner of Section 2; thence North 88°41'24" West, along the section line 2655.71 feet to the Southwest Corner of said Section 2; thence South 89°12'42" West, along the section line 2595.00 feet to the South Quarter Corner of Section 3; thence South 89°11'58" West, along the section line 2595.14 feet to the Southwest Corner of said Section 3; thence North 89°27'11" West, along the section line 2667.23 feet to the South Quarter Corner of Section 4; thence North 89°27'39" West, along the section line 2611.03 feet to a point of non-tangency with a 3960.00 foot radius curve to the left; thence 594.56 feet along said curve through a central angle of 08°36'09" (chord bears North 86°14'16" East, 594.00 feet) to a point on a 4040.00 foot radius curve to the right; thence 606.57 feet along said curve through a central angle of 08°36'09" (chord bears North 86°14'16" East, 606.00 feet); thence South 89°27'39" East, 1414.42 feet; thence South 89°27'11" East, 2666.17 feet; thence North 89°11'58" East, 1539.57 feet to a point on a 3170.00 foot radius curve to the left; thence 398.33 feet along said curve through a central angle of 07°11'59" (chord bears North 85°35'59" East, 398.07 feet) to a point on a 3170.00 foot radius curve to the right; thence 398.33 feet along said curve through a central angle of 07°11'59" (chord bears North 85°35'59" East, 398.07 feet); thence North 89°11'58" East, 259.95 feet; thence North 89°12'42" East, 840.07 feet to a point on a 3170.00 foot radius curve to the right; thence 400.87 feet along said curve through a central angle of 07°14'44" (chord bears South 87°09'56" East, 400.61 feet) to a point on a 3090.0 foot radius curve to the left; thence 390.76 feet along said curve through a central angle of South 87°09'56" East, 390.50 feet); thence North 89°12'42" East, 967.08 feet; thence South 88°41'24" East, 2655.27 feet; thence North 88°39'07" East, 2658.14 feet; thence North 89°37'05" East, 2646.46 feet; thence North 89°37'00" East, 444.26 feet to a point on a 3090.00 foot radius curve to the left; thence 390.80 feet along said curve through a central angle of 07°14'47" (chord bears North 85°59'37" East, 390.53 feet) to a point on a 3170.00 foot radius curve to the right; thence 400.91 feet along said curve through a central angle of 07°14'46" (chord bears North 85°59'37" East, 400.64 feet); thence North 89°37'00" East, 1143.27 feet to a point on a 3170.00 foot radius curve to the right; thence 1260.58 feet along said curve through a central angle of 22°47'03" (chord bears South 78°59'28" East, 1252.29 feet); thence South 67°35'57" East, 834.36 feet to the westerly right of way line of the Union Pacific Railroad; thence along said railroad right of way for the following two (2) courses: 40.00 feet along a non-tangent 5698.96 foot radius curve to the right through a central angle of 00°24'08" (chord bears South 22°11'59" West, 40.00 feet); thence South 22°24'03" West, 40.00 feet; thence North 67°35'57" West, 834.50 feet to a point on a 3090.00 foot radius curve to the left; thence 1190.06 feet along said curve through a central angle of 22°03'59" (chord bears North 78°37'57" West, 1182.72 feet) to a point on a 50.00 foot radius curve to the left; thence 32.70 feet along said curve through a central angle of 37°28'10" (chord bears South 71°35'59" West, 32.12 feet); thence South 00°13'53" East, 49.82 feet to the point of beginning.

Contains; 49.53 Acres More or Less







Final

ENVIRONMENTAL BASELINE SURVEY  
SOUTH MOUNTIAN ROAD  
TOOELE ARMY DEPOT  
TOOELE COUNTY, UTAH

Prepared for:

Tooele Army Depot  
Tooele, Utah

Prepared by:

Tooele Army Depot  
Environmental Office  
JMTE-GME-ENV, Building 501  
Tooele, Utah

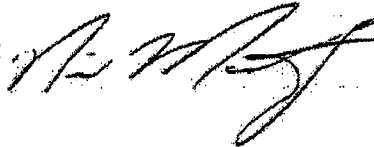
May 2014

**ENVIRONMENTAL BASELINE STUDY  
FOR  
SOUTH MOUNTIAN ROAD  
AT  
TOOELE ARMY DEPOT, UTAH**

TOOELE ARMY DEPOT  
ENVIRONMENTAL OFFICE  
JMTE-GME-ENV  
TOOELE, UT 84074

May 2014

PREPARED BY:

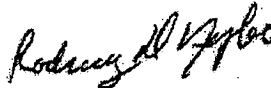


DATE 5/27/14

Nick Montgomery  
Environmental Engineer

This Preliminary Assessment Screening has been reviewed, and to the best of my knowledge, using all information available to this organization at the time it was performed, accurately reflects the environmental condition of the property surveyed.

APPROVED BY:



DATE

5/27/14

Rodney D Nybo  
Chief, Engineering and Environmental

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## ACRONYMS AND ABBREVIATIONS

AST	Aboveground Storage Tank
Bgs	Below Ground Surface
CERCLA	Comprehensive Environmental Response, Compensation, And Liability Act
EBS	Environmental Baseline Survey
LBP	Lead-based Paint
IRP	Installation Restoration Program
PCBs	Polychlorinated Biphenyls
RCRA	Resource Conservation and Recovery Act
SWDA	Solid Waste Disposal Act
TEAD	Tooele Army Depot
UST	Underground Storage Tank VOCs
EMS	Environmental Management System
SWMU	Solid Waste Management Units

## EXECUTIVE SUMMARY

This Environmental Baseline Study was conducted to define the existing environmental condition of property at the Tooele Army Depot (TEAD) in preparation for construction of South Mountain Road.

This Environmental Baseline Study report was prepared from information gathered during a 2014 review of historical records associated with the proposed area, reports addressing past investigations within and adjacent to the proposed area for the construction, personal interviews of people knowledgeable of the area, as well as a visual site inspection of the proposed area as.

Based on the results of this review, no evidence of hazards or environmental contamination were identified that would require corrective action prior to implementation of the proposed action. There would be no adverse impacts on the community or environment, and no potential environmental liabilities related land use agreement. No hazardous substances were identified on the property, and none are known to exist on the property that would present a significant adverse impact on the proposed action.

**ES-1 SUMMARY OF FINDINGS AND RECOMMENDATIONS**

Environmental Item	Finding	Recommended Action
Hazardous Materials	No known storage or release of hazardous materials has occurred on the property which would impact the proposed action.	None
Petroleum Products	No known storage or release of petroleum products has occurred on the property which would impact the proposed action.	None
IRP Sites	IRP sites located near the construction site are fenced off or have insignificant levels of contamination relative to the proposed lease. No construction was identified on a Solid Waste Management Unit (SWMU).	None
Underground Storage Tanks	No USTs are present on the property.	None
Aboveground Storage Tanks	No ASTs are present on the property.	None
Pipelines, Fueling, and Transfer Systems	No Pipelines, Fueling, and Transfer Systems on property	Dig permit and Blue Stakes required
Oil/Water Separators	No oil/water separators are located on the property.	None
Pesticides and Herbicides	Pesticides and herbicides are used on the property only to control noxious weeds.	None
Medical and Biohazard Waste	No evidence or history of medical or biohazard waste on or adjacent to the property.	None
Ordinance	No ordinance has been found on the proposed construction property	None

Radioactive Waste	No evidence or history of radioactive waste on or adjacent to the property.	None
Solid Waste	Solid waste on the property is managed and does not impact the proposed action.	None
Ground Water	Groundwater under the property at depths in excess of 150 feet.	None
Waste Water Collection, Treatment, and Disposal	No waste water collection, treatment, or disposal occurs on the property.	None
Drinking Water Supply	No present or future use or plans to use the property for drinking water supply.	None
Asbestos	No asbestos present on or near the property.	None
Polychlorinated Biphenyls	There are no polychlorinated biphenyls on the property.	None
Radon	No evidence or history of radon on the property.	None
Lead-based Paint (LBP)	No lead-based paint present on or near the property.	None
Surface Water and Wetlands	No wetlands are located on or adjacent to the property. Intermittent stream flows may occur during periods of high precipitation in the Box Elder Wash and South Willow Creek drainage.	None
Soil Contamination	Known soil contamination is present near the property. Areas of contamination and concentrations are insignificant relative to the proposed land use.	Comply with all land use restrictions as outlined in TEAD's EMS.
Cultural Resources	There are no petroglyphs located on the property.	None



## 1.0 INTRODUCTION

### 1.1 PURPOSE OF SURVEY

The purpose of this Environmental Baseline Survey (EBS) is to investigate the environmental condition of approximately 44 acres of land, hereafter referred to as "the property" that are part of the Tooele Army Depot. The property is being considered for construction of a road that would allow access to the public and private parties.

The primary objective of the EBS is to document the nature, magnitude, and extent of environmental contamination of the property if it is considered for acquisition, transfer, lease, sale, or any other disposition. Sufficient information must be developed to assess possible human health and safety or ecological risks so that adequate protection of human health and environment can be ensured. The EBS must identify potential environmental contamination liabilities associated with the subject property and document to the fulfillment of environmental "due diligence" as appropriate.

### 1.2 SCOPE OF SURVEY

This EBS is based on information obtained through records search, interviews, and visual site inspections (VSIs) conducted on the property. The information reviewed to prepare this EBS was obtained from standard historical use and environmental record sources maintained at the Tooele Army Depot. Information obtained in this EBS was prepared in accordance with the provisions of Army Regulation (AR) 200-1, Environment Protection and Enhancement, and in accordance with ASTM Standard E 1527-93, Standard Practice for Environmental Site Assessments; Phase I Environmental Site Assessment Process; and ASTM D 6008-96, Standard Practice for Conducting Environmental Baseline Surveys.

### 1.3 SITE DESCRIPTION

TEAD is located in the Tooele Valley in Tooele County, Utah, immediately west of the City of Tooele and approximately 35 miles southwest of Salt Lake City (Figure 1).

The Tooele Valley is bounded to the south by the Stockton Bar and South Mountain, to the north by Grantsville and the Great Salt Lake, to the east by Tooele and the Oquirrh Mountains, and to the west by the Stansbury Mountains.

The area surrounding TEAD is largely undeveloped, with the exception of Tooele City, Grantsville City located northwest of TEAD, and the Town of Stockton located south of the installation. TEAD is bounded by cultivation, and rangeland grazing to the west; rangeland grazing, a gravel pit operation, and the Tooele County Landfill to the south; rangeland grazing and Tooele City to the east; and rangeland grazing, a concrete/asphalt batch-plant, and a closed Tooele County Municipal Landfill to the north. Also located to the north of the installation, but not directly adjacent to the boundary is the Deseret Peak recreation complex and fairgrounds owned by Tooele County.

The property being considered for the road consists of about 44 acres of the depot total of 23,611 acres. South Mountain Road will serve the public by providing access to private and public property. The road will be constructed and engineered with material to prevent unwanted erosion and will be maintained by Tooele County

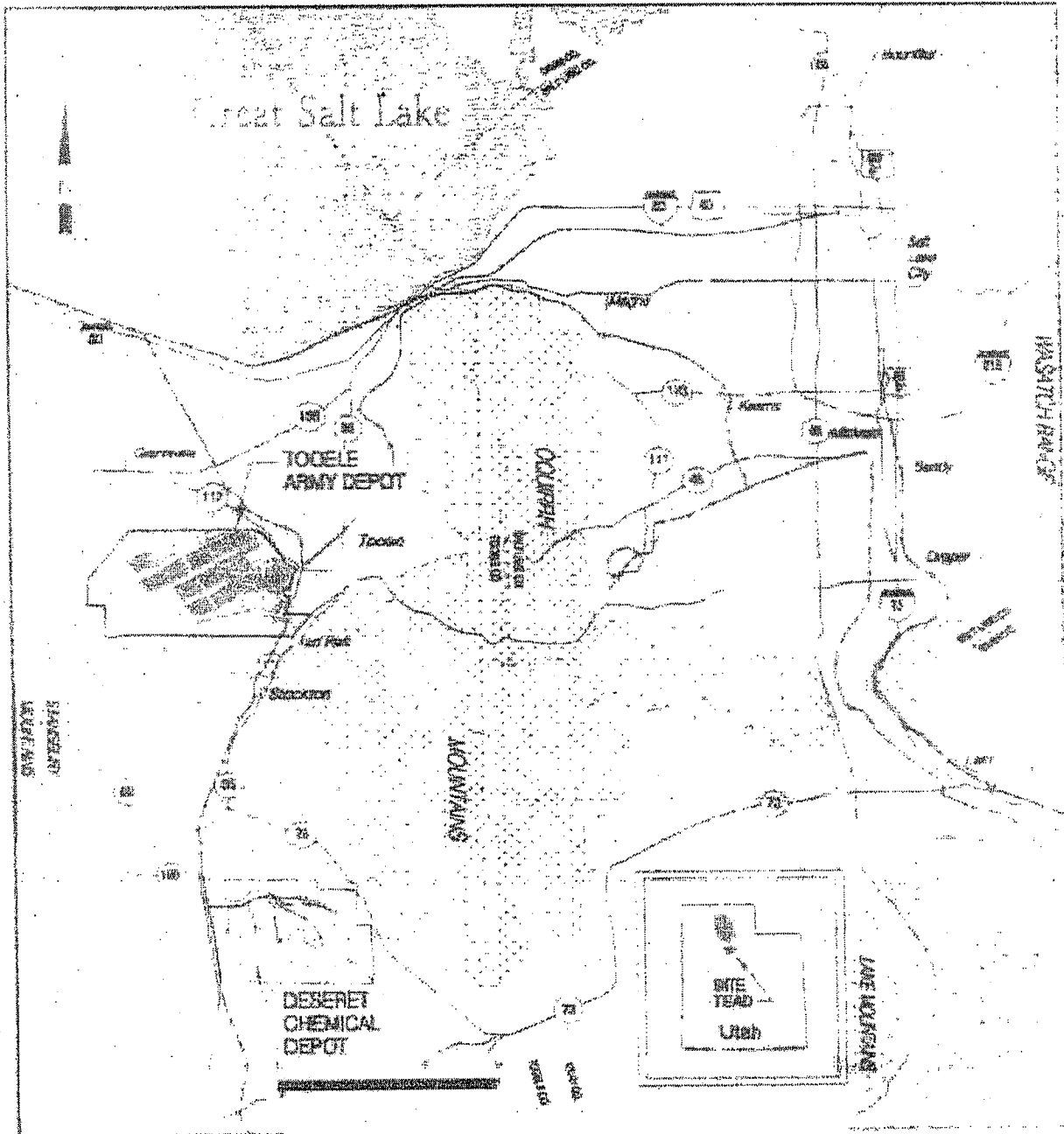


Figure 1

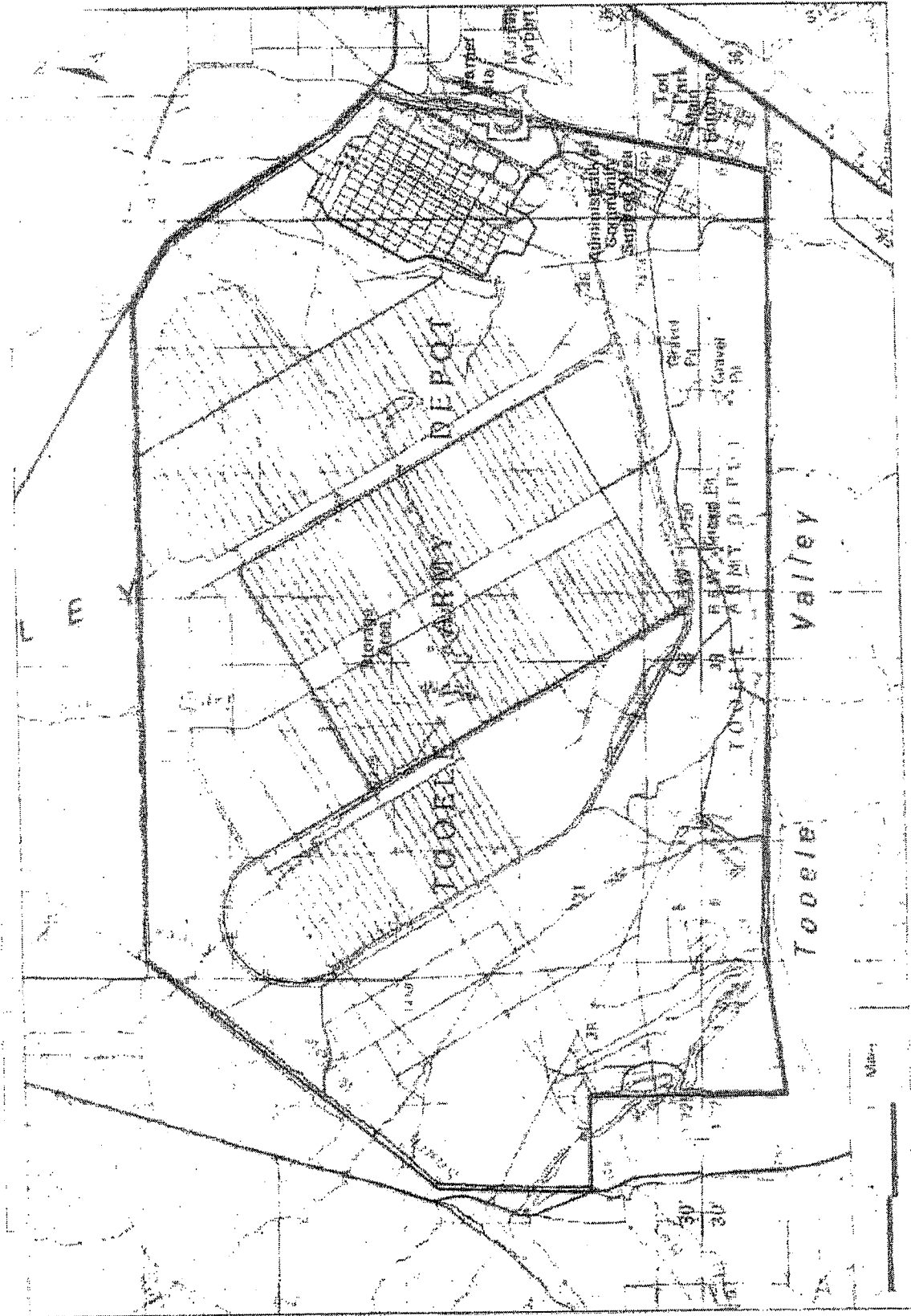


Figure 2  
Tooele Army Depot