

Big Bend of the Jordan River Habitat Restoration and Federal Land Transfer

APPENDICES

Final Environmental Assessment

September 2018



APPENDIX 1

Bird Monitoring Report 2016

BIRD MONITORING AT BIG BEND RESTORATION AREA

2016 Project Report
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Executive Summary

Big Bend is an 80 acre restoration area situated along the Jordan River in the city of West Jordan. Especially in a highly modified and historically disturbed system, restoration activities can have varying impacts on birds, and it is important to assess the current ecological conditions and monitor the impacts of these activities on species of interest in order for habitat modification to successfully promote healthy bird communities. Since 2013, Tracy Aviary has conducted a citizen science bird monitoring project in Big Bend Restoration Area with the goals of 1) generating baseline information about the birds present in the Big Bend Restoration Area prior to restoration, 2) providing management recommendations with regard to practices favoring avian communities and contributing to the maintenance, integrity, and functionality of riparian ecosystems, and 3) improve the public's understanding of and involvement in urban riparian management issues by engaging volunteer citizen scientists.

We conducted breeding and non-breeding bird surveys at 8 sampling points in Big Bend during January through October of 2016. From April 28 to July 8, 2016, we had 1,091 bird observations and detected 51 species during the 6 breeding bird survey visits. During the monthly non-breeding surveys in January, February, March, April, August, September, and October of 2016, we detected 79 species. Of these species, 36 were detected exclusively during the non-breeding surveys, making the total 2016 species count 87 different bird species.

We also used data from breeding bird surveys at Big Bend as part of a larger analysis of riparian bird communities along the Jordan River, and found that size, canopy cover, and native understory cover were the best supported indicators of a healthy riparian bird community.

Big Bend supports a diverse bird community, and provides important habitat for migratory and resident bird species. Our monitoring efforts contribute to a holistic understanding of the ecological health of Big Bend, and provide insight to guide effective restoration and management activities.

Acknowledgements

We'd like to thank the extremely dedicated team of volunteers from Tracy Aviary's Citizen Science Program who braved the early mornings and long hours to collect this data. Thanks also to our project partners: the Jordan River Commission, U.S. Fish and Wildlife Service, West Jordan City, Utah Division of Wildlife Resources, Utah Division of Environmental Quality, National Park Service, Salt Lake County, and the Utah Reclamation Mitigation and Conservation commission.

Introduction

Big Bend is an 80 acre restoration area in the city of West Jordan. The site is situated along the Jordan River, a waterway that flows over 50 miles through the Salt Lake valley between Utah Lake and the Great Salt Lake. As a riparian corridor in a highly urbanized matrix, the Jordan River provides recreation benefits to the 1.2 million residents of the area, and also contains vital remnant wildlife habitat for the region (Figure 1). This habitat is especially important for both resident and neotropical migratory birds of



Figure 1. Many wildlife species occur in and along the Jordan River at the Big Bend Restoration Area.

northern Utah; riparian areas are used by up to $\frac{3}{4}$ of all Utah bird species and can have up to fourteen times the density of birds as upland habitat (Knopf et al. 1988). Due to decades of channelization, development, urban and agricultural runoff, and the spread of exotic plants, the Jordan River has drastically changed from its historic condition. Many regions are undergoing restoration activities in order to restore the health of the river and riparian area, including Big Bend.

Plans for restoration of the Big Bend site include ambitious habitat restoration which will involve hydrologic restoration of the mile of river through the project area, removal of exotic vegetation, and re-vegetation with native trees and shrubs to create 40 acres of floodplain gallery forest, and various amenities for human use and recreation. Especially in a highly disturbed system, restoration activities can have varying impacts on birds, and it is important to assess the current ecological conditions and monitor the impacts of these activities on species of interest in order for habitat modification to successfully promote healthy bird communities (Block et al. 2001).

Since 2013, Tracy Aviary has conducted a citizen science bird monitoring project in Big Bend Restoration Area. Tracy Aviary's goal in working with the USFWS, West Jordan City, Utah Division of Wildlife Resources and others, was to design and implement a long-term monitoring process to create a baseline for the avian community composition present before any habitat improvement takes place at Big Bend. Our goals for this project are to:

- 1) Generate baseline information about the birds present in the Big Bend Restoration Area prior to restoration.
- 2) Provide management recommendations with regard to practices favoring avian communities and contributing to the maintenance, integrity, and functionality of riparian ecosystems.

3) Improve the public’s understanding of and involvement in urban riparian management issues by engaging volunteer citizen scientists.

By collecting baseline data and monitoring birds over the long-term, this project will also provide important information on bird populations and communities as they face future changes in the climate and environment.

Methods

Study Design

Big Bend is an 80-acre property owned by the Utah Reclamation Mitigation and Conservation Commission and West Jordan City, and is one of the few open space properties that have not been developed along the Jordan River. The property has a small grove of native cottonwoods (*Populus* sp.) as well as coyote willow (*Salix exigua*) to the east. The dominant vegetation includes Russian olive (*Eleagnus* sp.) and some other introduced herbaceous and woody plants. Through the Five-Start restoration project, the Jordan River Commission created habitat patches with native species on the west side of West Jordan City’s property. We conducted breeding and non-breeding bird surveys in Big Bend during January through November of 2016. These surveys were a continuation of long-term monitoring data collected in the same locations

since 2013. In 2015, we adopted the point-transect method used by the Rocky Mountain Bird Observatory (Hanni et al. 2015).

We used a systematic random sampling frame to generate eight sampling points throughout the Big Bend restoration area (Figure 2). To ensure independence between sampling areas, points were separated by a distance of at least 250m.

Citizen Scientist Participation and Training

We recruited a total of 8 participants to complete breeding bird surveys in Big Bend. These participants were trained as part of Tracy Aviary’s Citizen Science Program, which is made up of 32 participants that conducted breeding bird surveys in 8 project locations throughout Salt Lake County. Training for the Citizen Science Program began in late February and continued through the survey season. We provided 6 indoor trainings (2-3 hours), 35 field trainings (2-5 hours), and we

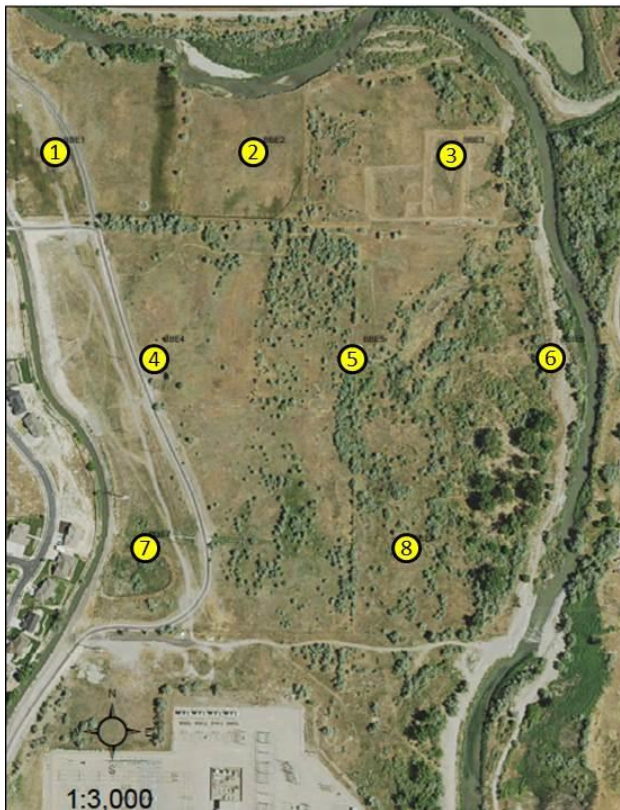


Figure 2. Map of bird survey point location in Big Bend Restoration Area

required citizen scientists to attend at least one indoor training and 4-6 field trainings. Before citizen scientists conducted surveys, they were required to pass two tests: a bird identification by sound test, where they had to identify the calls and songs of 30 of the most common birds, and a field survey test, where they had to successfully complete a series of mock breeding bird surveys.

Surveys

We conducted 6 breeding bird surveys during the 2016 breeding season, between April 29th and July 8th. Pairs of citizen scientists conducted unlimited radius point count surveys at these locations between sunrise and approximately 10am. The 'observer' of the team identified all birds seen and heard at the point during a six minute point count, and noted the exact distance using a laser rangefinder, direction, detection type (visual, singing, calling, other), and any other information they could determine about the bird (age, sex, etc.). The 'recorder' of the team wrote all of the observations on the datasheet, noted the minute during the survey (1-6) when the observation was made, and also noted weather and site variables, such as wind speed, cloud cover, ambient noise levels, and presence of water/snow.

In addition to the breeding bird surveys conducted in the spring and summer, we also completed monthly non-breeding surveys to better understand the birds that use the area year-round. These surveys were conducted once a month in January, February, March, April, August, September, October, and November (and they will continue throughout the winter). During the non-breeding surveys, at least one trained Tracy Aviary staff person lead groups of participants on a walk through the sampling area, and noted any birds seen and heard during that time. Participants were allowed to point out and identify birds, but the survey leader made the final decision for identification of the bird species and the number of individuals present. The survey leader also noted weather variables, the total amount of time, and the total distance traveled during the survey.

We used point count data to calculate species richness and the relative abundance, or total number of observations, for each species. We compared species richness and relative abundance during the breeding season of 2016 to 2015, 2014, and 2013.

Results

Breeding Bird Surveys

From April 28 to July 8, 2016, we had 1,091 bird observations and detected 51 species (Table 1) during the 6 breeding bird survey visits. These numbers are comparable to our past efforts; in 2015, we had 4 visits with 1049 detections of 53 species, in 2014 we had 9 visits with 2,276 observations of 61 species, and in 2013 we had 5 visits with 780 observations of 41 species.

Table 1: Complete list of species and the total number of observations for each species during breeding season surveys in 2013, 2014, 2015, and 2016. Years where there were no observations of the species are highlighted in gray. *Note: there were a different number of survey visits during each year, so the total observations are not directly comparable and they do not represent the abundance of these species in the area.*

Species	Number of Observations*			
	2013	2014	2015	2016
Black-billed Magpie	143	449	229	120
Bullock's Oriole	23	52	20	43
Northern Rough-winged Swallow	46	82	46	43
Red-winged Blackbird	18	104	27	40
European Starling	107	120	52	36
Western Kingbird	16	39	15	32
American Robin	5	96	19	27
Mallard	13	60	62	27
Song Sparrow	26	50	40	27
California Quail	18	108	38	25
Mourning Dove	77	184	19	24
Ring-necked Pheasant	1	24	19	23
Brown-headed Cowbird	10	16	19	21
American Kestrel	2	18	8	19
Bank Swallow	30	23	28	17
Barn Swallow	14	39	5	14
Double-crested Cormorant	4	53	21	14
House Finch	38	38	10	12
Lesser Goldfinch	14	15	5	12
Rock Pigeon	2	26	126	12
Killdeer	1	7	9	11
Western Meadowlark	0	13	6	11
Black-capped Chickadee	7	13	6	9
Black-chinned Hummingbird	6	7	10	9
Red-tailed Hawk	8	11	6	9
American Goldfinch	0	14	2	8
American White Pelican	7	23	24	8
Canada Goose	36	94	29	8
Lazuli Bunting	0	0	6	8
California Gull	6	35	7	6
Eurasian Collared-dove	0	5	5	6
House Sparrow	5	9	11	6
Spotted Sandpiper	0	4	0	5
Belted Kingfisher	1	9	3	4

Caspian Tern	0	7	4	4
Downy Woodpecker	0	2	0	3
Black-headed Grosbeak	2	1	1	2
Cliff Swallow	2	56	0	2
Great Blue Heron	4	3	1	2
Say's Phoebe	0	0	1	2
Western Tanager	0	5	4	2
White-faced Ibis	1	231	14	2
Willow Flycatcher	0	0	0	2
Yellow-rumped Warbler	0	6	0	2
American Avocet	1	0	0	1
Blue-gray Gnatcatcher	0	2	4	1
Cooper's Hawk	0	0	0	1
Franklin's Gull	6	10	50	1
Northern Flicker	0	1	0	1
Yellow Warbler	0	1	3	1
Yellow-headed Blackbird	1	5	4	1
Tree Swallow	0	3	4	0
Common Yellowthroat	1	1	2	0
Forster's Tern	0	4	2	0
MacGillivray's Warbler	0	0	2	0
Blue Grosbeak	0	0	1	0
Brewer's Blackbird	0	61	1	0
Dark-eyed Junco	0	0	1	0
Great Horned Owl	0	0	1	0
Olive-sided Flycatcher	0	0	1	0
Savannah Sparrow	0	0	1	0
Cedar Waxwing	0	1	73	0
Spotted Towhee	1	4	0	0
Violet-green Swallow	0	3	0	0
Broad-tailed Hummingbird	1	2	0	0
Ruby-crowned Kinglet	0	2	0	0
Common Raven	0	1	0	0
Orange-crowned Warbler	0	1	0	0
Swainson's Hawk	0	1	0	0
Turkey Vulture	0	1	0	0
Woodhouse's Scrub-jay	0	1	0	0
Peregrine Falcon	1	0	0	0
Blue-winged Teal	1	0	0	0

**Note: there were a different number of survey visits during each year, so the total observations are not directly comparable and they do not represent the abundance of these species in the area.*

We had the most observations of Black-billed Magpies (120 observations), Bullock’s Orioles (43), Northern Rough-winged Swallows (43), Red-winged Blackbirds (40), and European Starlings (36) in 2016 (Table 1, Figure 2). Black-billed Magpies were the top most observed species for all years, but otherwise there were changes each year within the top five species (Figure 2).

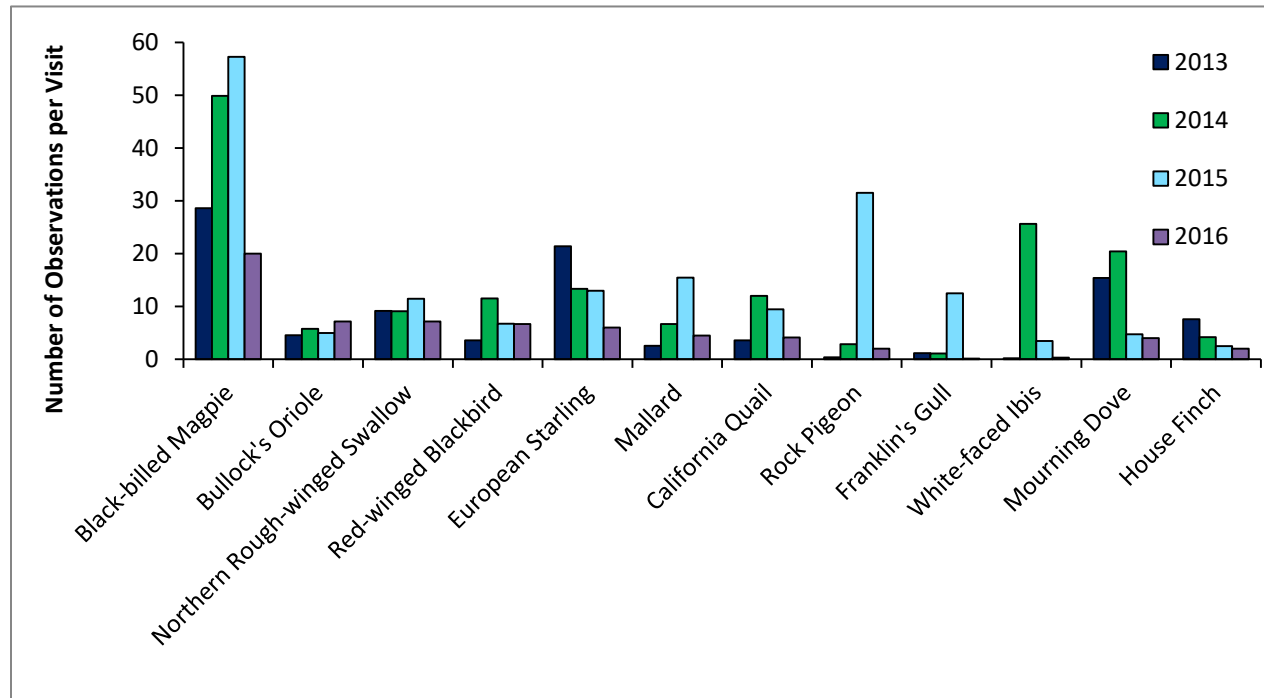


Figure 2. The top 5 species with the most observations during 2013-2016 and the total number of observations per visit.

Bullock’s Orioles, Ring-necked Pheasants, Rock Pigeons, Red-winged Blackbird, Mallards, European Starlings, California Quail, Black-billed Magpies, and American Robins were all very widespread species throughout Big Bend, and they were detected at all eight of the sampling points. Barn Swallows, Brown-headed Cowbirds, Double-crested Cormorants, House Finches, Mourning Doves, Northern Rough-winged Swallow, Song Sparrows, and Western Kingbirds were relatively widespread, and were detected at 7 of the 8 sampling points.

Non-breeding Surveys

During the monthly non-breeding surveys in January, February, March, April, August, September, and October of 2016, we detected 79 species (Table 2). Of these species, 36 were detected exclusively during the non-breeding surveys, making the total 2016 species count 87 different bird species.

Table 2: Species detected during non-breeding surveys in 2016, and the month or months in which they were detected.

Species	January	February	March	April	August	September	October
American Coot	X	X	X				X
American Goldfinch	X	X			X	X	
American Kestrel	X	X	X	X	X	X	X
American Pipit	X						X
American Robin	X	X	X	X	X	X	X
American White Pelican				X			
Bald Eagle	X						
Bank Swallow					X		
Barn Swallow				X	X	X	
Belted Kingfisher			X			X	X
Black-billed Magpie	X	X	X	X	X	X	X
Black-capped Chickadee	X	X	X		X	X	
Black-chinned Hummingbird					X	X	
Black-crowned Night-heron					X		
Blue-gray Gnatcatcher					X	X	
Broad-tailed Hummingbird					X		
Bufflehead	X	X					
California Gull				X			X
California Quail	X	X	X	X	X	X	X
Canada Goose	X	X	X	X	X	X	X
Caspian Tern				X		X	
Cedar Waxwing						X	
Common Goldeneye	X	X					
Common Merganser		X					
Common Raven	X						
Cooper's Hawk				X	X	X	
Dark-eyed Junco	X	X					X
Double-crested Cormorant		X	X	X			
Eurasian Collared-Dove	X	X	X	X	X	X	X
European Starling	X	X	X	X	X	X	X
Franklin's Gull				X	X		
Gadwall	X			X			X
Great Blue Heron		X			X	X	X
Great-tailed Grackle				X			
Green-winged Teal		X	X				
Hermit Thrush							X
House Finch	X	X			X	X	X
House Sparrow			X	X		X	
Killdeer		X	X	X	X	X	
Lark Sparrow					X		
Lazuli Bunting					X		
Lesser Goldfinch	X				X	X	X
Lincoln's Sparrow						X	
MacGillivray's Warbler						X	

Table 2 continued.

Species	January	February	March	April	August	September	October
Mallard	X	X	X	X	X	X	X
Marsh Wren		X					
Merlin				X			
Mourning Dove	X	X	X	X	X	X	X
Northern Flicker	X	X	X	X		X	X
Northern Pintail		X					
Northern Rough-winged Swallow				X	X		
Northern Shoveler	X						
Orange-crowned Warbler						X	
Osprey				X			
Peregrine Falcon	X						
Pied-billed Grebe						X	X
Plumbeous Vireo						X	
Prairie Falcon				X			
Red-tailed Hawk						X	
Red-winged Blackbird	X	X	X	X	X	X	X
Ring-billed Gull		X					
Ring-necked Duck	X	X					
Ring-necked Pheasant				X			
Rock Pigeon	X	X	X	X	X	X	X
Ruby-crowned Kinglet	X	X	X				
Rufous Hummingbird					X		
Say's Phoebe			X	X			
Sharp-shinned Hawk	X						
Song Sparrow	X	X	X	X		X	X
Spotted Sandpiper					X		
Spotted Towhee	X	X	X				X
Townsend's Warbler					X		
Western Kingbird					X		
Western Meadowlark				X			
White-crowned Sparrow	X	X	X	X		X	X
White-faced Ibis				X	X		
Yellow Warbler					X		
Yellow-headed Blackbird	X	X					
Yellow-rumped Warbler		X				X	X

Jordan River Riparian Index Analysis

We used data from breeding bird surveys surveys at Big Bend as part of a larger analysis of riparian bird communities along the Jordan River. Many species of bird have specific habitat relationships, especially in riparian areas, and their presence and abundance in an area can provide important information about the health of that ecosystem (Bureau of Land Management 1998). For example, as riparian areas became degraded or their vegetation is

modified, certain bird species might stop using the area, or the community could be replaced by another suite of species (Bureau of Land Management 1998, Rottenborn 1999).

In order to assess the health of riparian areas along the Jordan River, and to better understand how to manage and restore riparian areas in a way that will protect and benefit birds, we collected and analyzed breeding bird survey data from 4 sampling sites along the Jordan River (Table 3). We used data collected by our team of citizen scientist volunteers to investigate the factors that influence how riparian areas support healthy riparian bird communities.

Methods

We conducted breeding bird point count surveys at 43 sampling points within four different survey sites along the Jordan River (Table 3). We measured canopy percent cover and species cover, understory percent cover and species cover, and ground cover at each sampling point using the Bird Conservancy of the Rockies Integrated Monitoring in Bird Conservation Region protocol (Hanni et al. 2015).

Table 3: Survey sites along the Jordan River, Salt Lake County, UT used in the riparian bird index analysis.

Site	Total Area	No. Sampling Points
Regional Athletic Complex	44 acres	6
Jordan River Golf Course	15 acres	2
Big Bend	80 acres	8
Galena Soo'nhanni Preserve	252 acres	27

The presence of a suite of riparian obligate and dependent birds can indicate high quality vegetation, water, and insect communities within a riparian area (Young et

al. 2013). We created a riparian bird index to signify a functioning riparian bird community based on work by Young et al. (2013), who found that overall riparian habitat condition could be effectively assessed using species richness of riparian-obligate and riparian-dependent birds. We created the riparian index using the following criteria: 1) the species had been detected in Salt Lake County and 2) the species was classified as either riparian-obligate (>90% of nests/abundance are in riparian vegetation) or riparian-dependent (60%-90% of nests/abundance are in riparian vegetation) (Bureau of Land Management 1998). Our final list consisted of 28 bird species (Table 4). For each sampling point, we calculated the number of those 28 species that were detected in the area (within 125m).

We generated a list of 6 habitat characteristics that we hypothesized would influence the riparian bird community: total size of the preserve, grass cover, forb cover, overstory (trees >3m) canopy cover, understory (trees and shrubs 0.25m-3m) canopy cover, and percentage of the understory that is non-native.

We built multiple linear regression models to examine the relationship between the habitat characteristics and the riparian bird index. We included one and two covariates in the models, and we used Akaike's Information Criterion (AIC) for model selection.

Table 4: Index of riparian-obligate and riparian-dependent bird species in Salt Lake County used for the Jordan River riparian index analysis.

#	Species	Classification	#	Species	Classification
1	American Dipper	Obligate	15	Lazuli Bunting	Dependent
2	American Goldfinch	Dependent	16	Lesser Goldfinch	Dependent
3	Bank Swallow	Dependent	17	MacGillivray's Warbler	Dependent
4	Belted Kingfisher	Obligate	18	Northern Goshawk	Dependent
5	Black-capped Chickadee	Dependent	19	Orange-crowned Warbler	Obligate
6	Black-headed Grosbeak	Dependent	20	Red-naped Sapsucker	Dependent
7	Blue Grosbeak	Dependent	21	Song Sparrow	Obligate
8	Bullock's Oriole	Dependent	22	Swainson's Thrush	Dependent
9	Common Yellowthroat	Obligate	23	Warbling Vireo	Dependent
10	Cooper's Hawk	Dependent	24	Western Wood-pewee	Dependent
11	Cordilleran Flycatcher	Dependent	25	Willow Flycatcher	Obligate
12	Eastern Kingbird	Dependent	26	Wilson's Warbler	Obligate
13	Fox Sparrow	Dependent	27	Yellow Warbler	Obligate
14	Gray Catbird	Dependent	28	Yellow-breasted Chat	Obligate

Results

Based on the two best supported models, size, canopy cover, and native understory cover were the best indicators of a healthy riparian bird community (Table 5). As the total size of the preserve increased, there were a higher number of riparian birds in the community ($\beta = 0.012$, Standard Error = 0.04). The riparian bird index was also positively related to overstory canopy cover ($\beta = 0.044$, Standard Error = 0.02). Finally, as the percentage of non-native understory increased, the number of riparian birds in the community also increased ($\beta = 0.071$, Standard Error = 0.03).

Table 5: Top multiple linear regression models ($\Delta AIC > 2$) relating habitat covariates to riparian bird index at sites along the Jordan River, Salt Lake County, UT.

Model	Adjusted R ²	ΔAIC	AIC
~ Size + OverstoryCC	0.2059	0	192.7125
~ Size + NonNativeUnderstory	0.2052	0.0383	192.7508
~ Size + PercentGrass	0.1874	0.9906	193.7031
~ Size + PercentForb	0.1769	1.5411	194.2536
~ Size + MidstoryCC	0.1733	1.7294	194.4419
~ NonNativeUnderstory + MidstoryCC	0.173	1.7437	194.4562

Discussion

Big Bend supports a diverse bird community, and provides important habitat for migratory and resident bird species. The species richness of the area is comparable, and even higher, than yearly counts of species in other riparian areas in Northern Utah. For example, in a study by Parrish et al. (2007) of Utah's riparian birds surveyed during May to August in 1992-2005, the sites near Ogden, Provo, Logan, and Salt Lake City had an average of 29 to 56 species detected per year. We detected 51 species during the 2016 breeding season.

We also detected several species of conservation concern during both the breeding and non-breeding surveys, indicating the importance of this area as wildlife habitat. We detected 3 of the 24 Partners in Flight Utah Avian Conservation Strategy priority species: the Broad-tailed Hummingbird, American White Pelican, and American Avocet (Parrish et al. 2002). We also detected 7 of the 20 North American Waterfowl Management Plan (NAWMP) priority species, 6 of the 11 North American Waterbird Conservation Plan priority species, 6 of the 37 Great Basin Ecoregional Conservation Blueprint priority species, 3 of the 29 Colorado Plateau Ecoregional Conservation Plan (TNC) priority species, and 2 of the 23 State of Utah Sensitive Species List (1998) (Utah Steering Committee 2005).

Big Bend's breeding bird community contained a 43% of the riparian-obligate and -dependent species commonly found in Salt Lake County. Sampling points 1 and 4 had the lowest riparian bird index (4 riparian species), and point 3 had the highest (9 riparian species), with an average score of 6.4 riparian bird species/point across all sampling points. Big Bend had the second lowest average riparian bird index for the sites that we examined along the Jordan River; Galena Soo'nxhanni had the highest with 8.1 riparian species/point, the Jordan River golf course had the second highest with 7.5 riparian species/point, and the Regional Athletic Complex had the lowest with 5.5 riparian species/point.

The results of the Jordan River Riparian Index Analysis identified a few key factors that are currently influencing the community of riparian birds along the Jordan River. We found that larger protected areas, and those with sufficient vertical structure and canopy cover, support healthier riparian bird communities. As restoration activities happen along the Jordan River, it will be important to preserve large contiguous areas of riparian habitat, and to protect existing established trees and/or replace trees that are removed. We also found that the number of riparian birds in the community increased as the proportion of the understory that was non-native increased. This finding may be surprising given that some studies find negative impacts of non-native plants on bird communities (e.g., Rodewald et al. 2010). However, we found that trees and shrubs across all of our study areas were predominantly non-native. A vast majority (90%) of canopy trees were non-native, with Russian Olives (non-native) making up 78.7% of canopy trees. A majority (55%) of the understory was non-native, with Russian Olives making up 36.6%, and Rabbit Brush (native), making up 20.3% of understory trees and shrubs. The bird communities in these areas exist in a very modified system; non-native trees and shrubs such as Russian Olives are providing most of the vegetative structure and fruits for nesting and foraging.

Management recommendations

1. Management and removal of Russian Olive patches should be done gradually, with consideration for the importance of mature Russian Olives for bird habitat requirements. We recommend that Russian Olive seedlings and young trees (between 1-3in DBH) should be targeted for removal first. Mature trees should be thinned out slowly while they are replaced with native trees and shrubs so vertical structure and fruiting resources are maintained

throughout the restoration process. No tree removal or thinning activities should take place during the breeding and nesting season (April – July).

2. Remnant cottonwood trees should be fenced with high mesh to protect from beaver damage. These trees will be important for future seed production, and patches of cottonwood should be prioritized for preservation in the event of recanalization.

3. We observed Bank Swallows and Belted Kingfishers using the banks of the river for nesting habitat. If possible, slowing the flow of water through this section and using bioengineering with bundled stems of native willow could save nesting habitat while reducing bank erosion.

Conclusion

Riparian areas are often evaluated using measurements of the stream and the surrounding vegetation (Burton et al. 2008), but understanding the bird community provides a more complete picture of the ecosystem as a whole (Bureau of Land Management 1998; Young et al. 2013). Continued bird monitoring in Big Bend will be important to evaluate the site's ecological health as it undergoes restoration, habitat modification, and ongoing management.

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APPENDIX 2

Fish Species of the Jordan River

Fishes of the Jordan River

compiled by Dan Potts, local naturalist/ichthyologist, revised 2011

TROUTS, SALMONS (SALMONIDAE)

natives

Bonneville cutthroat trout	<i>Onchorhynchus clarki</i>	rare
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introduced exotics

Brown trout	<i>Salmo trutta</i>	rare
Rainbow trout	<i>Onchorhynchus mykiss</i>	locally common, stocked annually

NOTE: All of the trouts are found primarily in and near tributary streams to the Jordan, except rainbows that are found in areas where they are stocked as sport fish by the State of Utah Division of Wildlife Resources.

MINNOWS (CYPRINIDAE)

natives

Redside shiner	<i>Richardsonius balteatus</i>	locally common
Speckled dace	<i>Rhinichthys osculus</i>	locally common
Utah chub	<i>Gila atraria</i>	uncommon

introduced exotics

Common carp	<i>Cyprinus carpio</i>	common, pervasive
Goldfish	<i>Carassius auratus</i>	rare
Fathead minnow	<i>Pimephales promelas</i>	rare
Golden shiner	<i>Notemigonus crysoleucus</i>	rare

NOTE: Common carp are so common that they account for the vast majority of the fish by weight throughout the Jordan River. Fathead minnow and golden shiner were introduced into Utah Lake as a prey species and have found their way downstream in very limited numbers. Goldfish were probably introduced as pets, but have persisted over the years. The three remaining natives are less common and mostly found in upstream reaches, especially below the Narrows.

SUCKERS (CATOSTOMIDAE)

natives

Utah sucker	<i>Catostomus ardens</i>	common
Mountain sucker	<i>Catostomus platyrhynchus</i>	uncommon
June sucker	<i>Chasmistes liorus</i>	rare

NOTE: Utah sucker are the second most abundant fish species by weight in the Jordan River, and are found throughout. Mountain sucker are much less numerous and much smaller. June sucker is a "lake" species of Utah Lake, and are currently listed as an endangered species by the Federal Government.

(continued, total - three pages)

CATFISHES (ICTALURIDAE)

introduced exotics

Black bullhead	<i>Ameiurus melas</i>	common
Channel catfish	<i>Ictalurus punctatus</i>	common, occasionally stocked

NOTE: Both species are more abundant in the upstream reaches above the Narrows.

LIVEBEARERS (POECILIIDAE)

introduced exotics

Mosquitofish	<i>Gambusia affinis</i>	common
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NOTE: Mosquitofish are stocked by county mosquito abatement departments to control mosquitos, and are very common in shallow backwater areas.

TEMPERATE BASSES (PERCICHTHYIDAE)

introduced exotics

White bass	<i>Morone chrysops</i>	common
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NOTE: White bass can be found throughout the river, but are much more common in upstream areas, especially from May till June when they make a spawning run.

SUNFISHES (CENTRARCHIDAE)

introduced exotic

Green sunfish	<i>Lepomis cyanellus</i>	common
Bluegill	<i>Lepomis macrochirus</i>	uncommon
Black crappie	<i>Pomoxis nigromaculatus</i>	uncommon
Largemouth bass	<i>Micropterus salmoides</i>	uncommon

NOTE: Most of these species are primarily found in calm, backwater areas throughout the river. Green sunfish are the most widespread, and are found in shallow areas with cover.

PERCHES (PERCIDAE)

introduced exotic

Yellow perch	<i>Perca flavescens</i>	uncommon
Walleye	<i>Stizostedion vitreum</i>	uncommon

NOTE: Yellow perch can be found throughout the river, but are not normally a river species. Walleye do well in rivers and can be found throughout the Jordan, but are more numerous upstream, especially during their spring spawning run in April.

Ecology

There are a total of only seven native species found in the river, whereas there are 16 introduced exotics on this list. The most common and pervasive species in the river is the common carp. Introduced into the area in the late 1800s carp have had a rather deleterious effect on the river's ecology due to its feeding and spawning habits which contribute to the turbidity of

(continued)

the water. Other introduced exotics such as both catfish species and white bass have also significant impacts on the river's ecology primarily through their competition and predation with and on other animals. The only significant native species remaining in the river is the Utah sucker that appears to be doing well. The Utah Division of Wildlife Resources have historically stocked rainbow trout and channel catfish in the river to support its sport fishing opportunities, however, recent findings of various pollutants common to highly urbanized areas like the Salt Lake Valley suggest that it may not be safe to eat any fish from the river, especially in downstream areas.

Other species that may be present, but very rare, and thus not included in the list above include other native species: leatherside chub, longnose dace, mountain whitefish, and mottled sculpin; and other introduced exotics: white sucker, brook trout, and smallmouth bass.

References:

Fishes of Utah, W. F. Sigler and J. W. Sigler, Univ. of Utah Press, 1996, 375 pp.

The Fish Fauna of Utah Lake, S. Ross Hatton, Master's Thesis, BYU, 1932, 64 pp.

APPENDIX 3

Big Bend of Jordan River Scoping

SCOPING NOTICE

JORDAN RIVER RESTORATION PROJECT

West Jordan City and the Utah Reclamation Mitigation and Conservation Commission (Mitigation Commission) and are proposing to restore the natural ecological functions of the Jordan River between approximately 8800 South and 8500 S in West Jordan. The restoration objectives would be accomplished by constructing a new Jordan River channel that would meander through properties owned by West Jordan City and the Mitigation Commission (a Federal Agency) as shown on Project Area Map on Page 2. The existing Jordan River channel would be plugged with a semi-permeable levee, which would allow a small amount of water to continue down the old channel to maintain the riparian vegetation along the existing channel. Upon the successful implementation of the restoration project, the lands owned by the United States under the administration of the Mitigation Commission would be transferred to West Jordan City and would be managed for ecological and compatible recreational purposes.

Background The Jordan River begins as the outlet for Utah Lake and flows northward to the Great Salt Lake. Historically, the project area was dominated by willow stands, cottonwoods, and species native to the area (Figure 1). These native species contributed to a diversity of habitat types and provided important functions in the river's ecosystem. Agricultural development, urban encroachment, and channelization of the river for flood control have resulted in a significant degradation of the natural river ecosystem. The Jordan River corridor

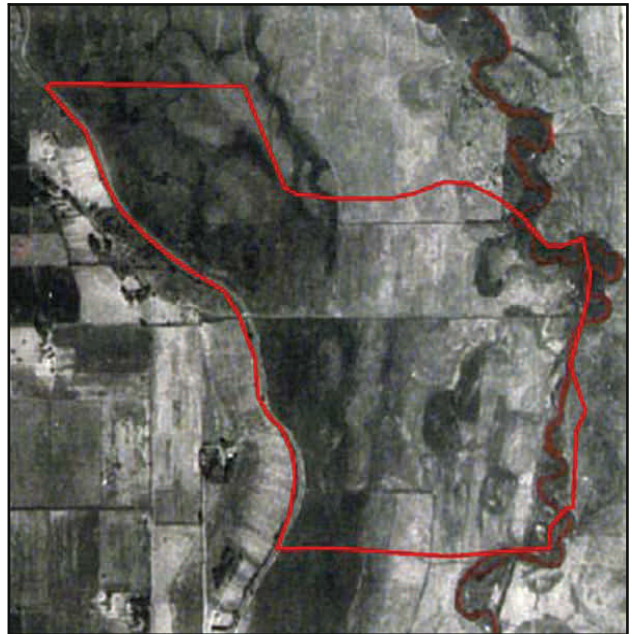


Figure 1. 1937 Aerial Photograph of Project Area



Figure 2. 2012 Aerial Photograph of Study Area

was significantly modified by channel straightening and was relocated several times from the early 1930's to the mid 1950's. The most drastic changes to the Jordan River in the project area occurred prior to 1952, by which time long segments of the river had been re-aligned and confined between levees to accommodate the Sharon Steel milling and smelting plant. The Sharon Steel site is located immediately north of the proposed restoration area as shown on the Project Area Map.

The modifications to the Jordan River channel have greatly impacted the natural mechanics of the Jordan River and decreased its channel stability. Channel realignment and channelization activities occurring in the 1950's were particularly damaging to the stability, and consequently the habitat, of the Jordan River.

JORDAN RIVER RESTORATION PROJECT AREA MAP

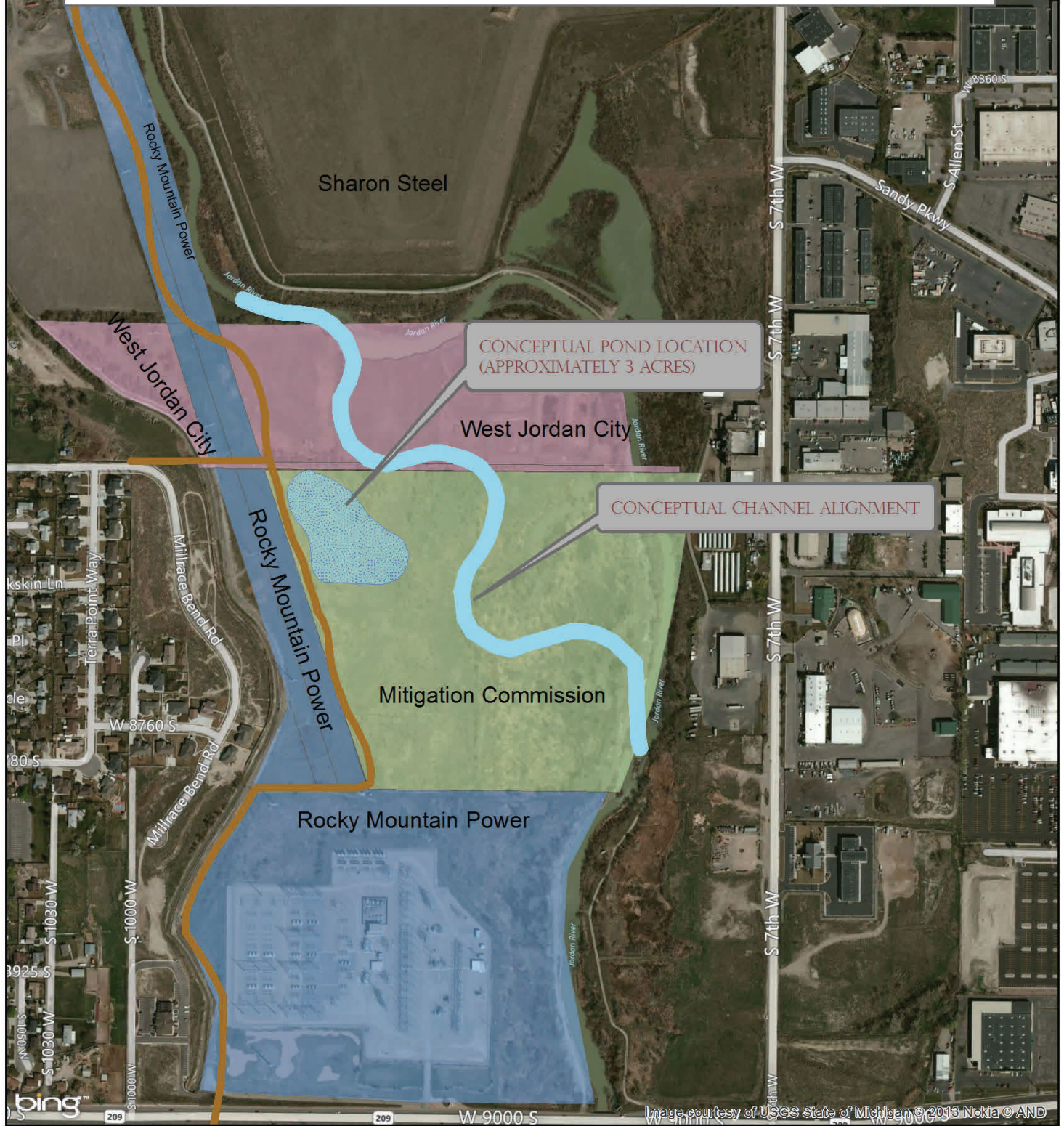


Image courtesy of USGS State of Michigan © 2013 Nokia © AND

Conceptual Jordan River Alignment	Land Ownership	Jordan River Parkway Trail (Spring 2014 Construction)
	Mitigation Commission	
Conceptual Pond Location	West Jordan City	
	Rocky Mountain Power	

SCOPING NOTICE

The straightening and channelizing decreased natural riparian processes while increasing the gradient and flow velocity of the river causing increased head cutting, channel bed degradation, and stream bank erosion (Figure 2). As a result of this channel instability, much of the remaining riparian, wetland, aquatic and up-land habitats have been lost. Currently, most of the site is composed of non-native species which provides diminished habitat value compared to native species.

The proposed restoration site is one of the last remaining largely undeveloped sections of land within the Jordan River corridor and thus provides a rare opportunity to restore the degraded ecosystem structure, function, and dynamic processes of the river to a more natural condition. Restoring both aquatic and terrestrial ecosystem functions could improve both aquatic and terrestrial habitat over what presently occurs on-site.

Providing outdoor recreational opportunities compatible with habitat restoration is also one of the purposes for the project. Under the proposal, an urban fishing pond would be constructed to provide recreational opportunities currently lacking in the community.

The National Environmental Policy Act of 1969 (NEPA) requires all Federal Agencies to take into account the environmental impacts of their proposals before implementing them. Because a portion of the project area is owned by the United States under the administration of the Mitigation Commission, the proposal is subject to the requirements of NEPA.

The environmental review process required by NEPA provides you an opportunity to be involved in the Federal agency decision making process. The process will help you understand what the Federal agency is proposing and why, will provide you with the opportunity to express your thoughts on alternative ways for the agency to accomplish what it is proposing and provides you an opportunity to offer your comments on the agency's analysis of the environmental effects of the proposed action. NEPA requires Federal agencies to consider environmental effects that include, among others, impacts on social, cultural, and economic resources, as well as natural resources. Citizens often have valuable information about places and resources that they value and the potential environmental, social, and economic effects that proposed federal actions may have on those places and resources. NEPA's requirements provide you the means to interact with the agencies so they can take your information into account.

How You Can Participate There are several opportunities to participate in the planning process. *Your first opportunity to participate is now*, by suggesting issues in addition to those identified in Table 1 on Page 4 that are relevant to the proposal and that should be discussed in the environmental review. You can also suggest alternatives to our proposal; a different way to restore the natural dynamic processes and ecological functions of the Jordan River in the project area. An environmental analysis will be conducted describing the environmental impacts relating to the relevant issues for each proposal and any alternatives to the proposal. The analysis will be published in a draft report, referred to as a Draft Environmental Assessment (EA). Your second opportunity to participate in the planning process will be to review and comment on the Draft EA. West Jordan City and the Mitigation Commission will compile and consider all the comments received in response to the Draft EA. Changes will be made to the Draft EA, as may be necessary, and a Final EA will be published. West Jordan City and the Mitigation Commission will then make a decision as to which alternative to implement, if any. If the anticipated impacts of the proposal are significant and unmitigable, then the EA will be supplemented with additional information and more thorough analysis and re-issued as a Draft Environmental Impact Statement (DEIS). The DEIS would then be made available for review and comment. The Final decision will be based on the analysis of anticipated impacts identified in the Final EA and input from the public, other agencies and local governments.

Your suggestions on issues that should be considered in the Draft EA should be submitted to Richard Mingo at rmingo@usbr.gov. Comments would be most useful if submitted prior to Friday November 15, 2013.

Issues to Be Considered

The table below provides a preliminary list of issues that have already been identified as being relevant to the proposal and that will be analyzed in the environmental review.

Table 1 Preliminary List of Issues to be Addressed in EA

Issue	Concern
Socioeconomics	<p>Would adjacent property owners be impacted by the project as a result of increased public access to the area (trash, vandalism, noise)?</p> <p>Who would manage the project and how would it be paid for?</p> <p>Would the project increase the financial burden on local governments?</p> <p>Would the project increase my taxes?</p>
Recreation	<p>How would recreational opportunities and experiences change as a result of the project?</p>
Land Use	<p>How would land uses within the project area change?</p> <p>How would land uses on adjacent properties change?</p>
Public Health and Safety	<p>Would the proposed project increase mosquito breeding habitat and the numbers of mosquitoes in the project area and on adjacent properties?</p> <p>Would the project increase the risk to water based recreational users (ie. canoers)?</p>
Visual	<p>What are the visual impacts of the project from both within the project area and to adjacent property owners?</p>
Transportation	<p>Would the project result in any impacts on the existing transportation infrastructure (nearby roads) with regard to access, congestion and delays?</p>
Cultural	<p>Would the project impact any resources eligible for listing to the National Register of Historic Places?</p> <p>Would the transfer of property out of Federal ownership jeopardize any listed or eligible resources to the National Register?</p> <p>Would the project impact any resources culturally or religiously significant to Indian Tribes?</p>
Paleontological	<p>Would the project impact any paleontological resources?</p>
Vegetation and Wetlands	<p>How would the project change the vegetation communities in the project area, particularly vegetation important for wildlife?</p> <p>How would mature riparian vegetation along the existing river channel and elsewhere in the project area be impacted by the project?</p> <p>Would the project change the amount and distribution on noxious weeds in the project area and on adjacent properties?</p> <p>Would jurisdictional wetlands be impacted by the project?</p>
Wildlife	<p>How would wildlife and the habitat in which they rely upon be impacted by the project?</p>
Fish and Aquatic Resources	<p>How would fish and aquatic species and the habitat in which they rely upon be impacted by the project?</p>
Special Status Plants, Fish and Wildlife	<p>Are there any special status plant or animal species that would be impacted by the project?</p>
Ground water and hydrology	<p>How would moving the main river channel effect ground water hydrology within the project area and on adjacent properties?</p> <p>To what degree would the natural ecological processes be restored by the project?</p>
Water quality	<p>How would water quality in the Jordan River be impacted by the project both in the short-term and long-term?</p>
Water rights	<p>Can the bed of the Jordan River, which is owned by the State of Utah, be moved?</p> <p>Are there sufficient water rights to provide flows to the urban fishing pond?</p>
Climate and Air Quality	<p>Would the proposed project have an impact on air quality or contribute to global climate change?</p>

APPENDIX 4

Conservation Easement

WHEN RECORDED RETURN TO:
UTAH DEPT. OF NATURAL RESOURCES
DIVISION OF FORESTRY, FIRE & STATE LANDS
1594 WEST NORTH TEMPLE, SUITE 3520
SALT LAKE CITY, UTAH 84114
ATTN: MARK BIDDELL

Tax ID NO: 21-35-400-000

CONSERVATION EASEMENT

8035728

THIS GRANT OF CONSERVATION EASEMENT ("Easement"), made as of this 12 day of October 2001, by The City of West Jordan Utah, a municipal corporation and political subdivision of the State of Utah whose address is 8000 South Redwood Road, West Jordan, Utah 84088 ("Grantor"), and Utah Department of Natural Resources, Division of Forestry, Fire and State Lands ("Grantee") whose address is 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114.

WITNESSETH:

WHEREAS, the purpose of this conservation easement is to protect and enhance forever the important wetland resources, natural wildlife habitat, recreational, open space and scenic qualities of the real property described below in an effort to restore the natural values of the Jordan River; and

WHEREAS, Grantor is the owner of all the real property in Salt Lake County, State of Utah, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B; and

WHEREAS, the Property has significant wetland, wildlife habitat, ecological, scenic, aesthetic, recreational and open space values as recognized in the Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 through 57-18-7; and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of statutory law; and

WHEREAS, the Property constitutes a valuable element of the natural habitat of the Salt Lake watershed and ecosystem and the ecosystem's wetland, ecological, scenic, recreational, aesthetic and open space values, including flora, fauna, and soils; and the Property provides significant wildlife habitat, and the maintenance of such natural habitat helps support wildlife populations. All these wetland, natural habitat, ecological, recreational, scenic, wildlife, aesthetic, water resource, and open space values ("Conservation Values") are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved, maintained, and enhanced by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including such activities as rechanneling of the Jordan River, revegetation, and manipulation of the topography and hydrology of the property; and

WHEREAS, Grantor intends that limited and controlled public access and uses such as fishing, hiking and equestrian uses may be allowed on the property in a manner that will not compromise the Conservation Values; and

FIRST AMERICAN TITLE

NCM# 95468B

BK8513PG7022

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor desires and intends to transfer certain of such rights to Grantee, provided Grantor's right to use the Property is also protected and conserved in the manner set forth in this Easement; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Ann. §§ 57-18-1 through 57-18-7; and

WHEREAS, Grantee undertakes the responsibility to conserve and protect natural areas and significant wildlife habitat for ecological, scientific, recreational, and educational purposes; and Grantee is a qualified conservation easement holder under Title 57, Chapter 18 of the Utah Code; and Grantee is a qualified organization under Section 170(b)(1)(A)(v) of the Internal Revenue Code to receive and hold conservation easements; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Utah Code Ann. §§ 57-18-1 through 57-18-7, and other applicable provisions of statutory and common law, Grantor hereby conveys and warrants to Grantee this perpetual Easement over the Property. The scope of this Easement is set forth in this grant.

SECTION I - RIGHTS OF GRANTEE

The total property (hereafter referred to as "Property") owned by Grantor which will be encumbered by this Conservation Easement, is described in Exhibit A and Exhibit B. The rights conveyed by Grantor to Grantee to perpetually maintain the Conservation Values of the Property in this Easement include the following:

A. Identification and Protection. Grantee has the right to identify, conserve and protect in perpetuity, and to enhance by mutual agreement the Conservation Values on the Property in the manner set forth in this Easement, subject to Grantor's reserved rights in this Easement.

B. Access. The general public is granted access to the Property under this Easement. Grantee and Grantor shall regulate public access so that it is not detrimental to the Conservation Values. Grantee has the right to enter upon the Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. Grantee also has the right to enter upon the Property with advance notice and permission from Grantor or Grantor's agent to observe or study

the natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Property by Grantor.

Grantee shall have the unilateral right of immediate entry upon the Property if, in Grantee's sole judgment, such entry is necessary to prevent immediate damage or destruction to the Conservation Values of this Easement.

C. Conservation, Enforcement, Injunction, and Restoration. Grantee has the right to prevent any activity on, or use of the Property that is inconsistent with this Easement. Grantee is entitled to take any legal action to prevent such activity, including but not limited to, obtaining an injunction in a court of competent jurisdiction. Grantee further has the right to enforce the reasonable restoration of such areas or features of the Property damaged or impaired by any activities or omissions to prevent such activities inconsistent with this Easement. Grantee and Grantor each shall be entitled to recover its reasonable attorney's fees in enforcing its rights under this Easement.

D. Signs. Grantee or Grantor have the right to place signs on the Property that identify the Property as being protected by this Easement and to describe the area for educational or interpretive purposes.

E. Water rights. Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself. Removal of groundwater for use off of the Property including, but not limited to the sale, removal, or transfer of water rights and shares for use off of the Property is not allowed unless expressly agreed to by Grantee.

SECTION II- GENERAL EFFECT OF EASEMENT

A. Perpetual Restrictions. This Easement shall run with and encumber the title to the Property in perpetuity and shall bind Grantor and all future owners, assigns, and tenants of the Property.

B. Permitted Uses in General. This Easement shall confine the use of the Property to activities consistent with the purposes and terms of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement or detrimental to the Conservation Values expressed in this Easement is expressly prohibited.

C. Dedication of Property. Pursuant to the terms of Utah Code Ann. §§ 57-18-2, the Property conserved by this Easement, as described in Exhibit A and B, is declared open space and

natural land, and may not be converted or directed to any uses other than those provided in this Easement.

SECTION III - PERMITTED USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement.

A. Recreational Facilities. The Grantor may construct restrooms, soft surface trails, boardwalks, or trail signage upon the Property. Grantor reserves the right of ingress and egress over and across the Property, provided that such use does not unreasonably interfere with the easement granted herein.

B. Other Facilities. Grantor may maintain, replace, and repair, for security and recreational purposes, the fences, roads, and other improvements located on the Property as of the date of this Easement. Grantor may maintain, replace, and repair the existing fences, roads, and other improvements as may be necessary for the uses permitted by this Easement, provided such fence, road, or improvement is maintained, replaced or repaired in its original approximate size and general location. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general location.

Grantor may construct additional fences, including fences along the exterior border of the Property upon prior approval of Grantee, as provided in Section IV of this Easement.

Replacement or repair of existing fences within the Property boundaries and construction of new fences on the Property's exterior boundary shall be constructed in such a manner and with such materials as not to unduly endanger wildlife safety or to materially inhibit wildlife movement.

C. Fishing. Fishing is permitted on the Property only to the extent such activities are consistent with state and federal laws and regulations. The Grantee and Grantor shall monitor and regulate fishing so that it is not detrimental to the Conservation Values.

D. Water Resources. Grantor may improve water resources on the Property if such improvement is necessary or beneficial to optimal habitat management, wildlife, or fisheries on the Property. Such improvements must be consistent with the terms of this Easement and the Conservation Values protected therein, as well as comply with all applicable laws and regulations.

Grantor may also carry out activities to restore and enhance aquatic, terrestrial, and wetland habitat for fish and wildlife habitat. Such activities may include rechanneling, stream bank stabilization, improvement to the quality and quantity of water available, and development of watering facilities and ponds; provided such activities are conducted in a manner consistent with accepted waterway stabilization, rehabilitation, and enhancement methods, state and federal laws and regulations, and the terms and intent of this Easement.

Water usage or distribution on the Property shall not be altered in such a manner as to compromise the terms of this Easement or the Conservation Values protected therein, as identified in the Baseline Inventory.

E. Agrochemicals and Biological Controls. Grantor may use agrochemicals and biological controls on the Property, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides. Agrochemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish lawful public objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the Conservation Values of the Property and to avoid any impairment of the natural ecosystems and their processes.

F. Predators. Grantor may use legal methods to control predatory and problem animals as permitted by state and federal laws.

G. Forest and Vegetation Management. Maintenance of a healthy forest, tree cover, and vegetation is integral to wildlife, wildlife habitat, and water quality, and the scenic and aesthetic provisions of this Easement. As such, all activities affecting the forest, tree cover, and vegetation will be conducted in a manner that maintains long term forest and vegetation health and sustains and perpetuates the mix of naturally occurring species in representative ages and group sizes, in accordance with good and sound silvicultural practices, best management practices, and optimal habitat management. Consistent with these recognitions, Grantor may: 1) cut trees for use on the Property; 2) cut and gather dead, dying and down trees; 3) cut or prune trees and brush, which constitute a hazard to persons, property, or roads; and 4) use fire as a management tool.

H. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Easement.

I. Jordan River. The Property may be used and altered to allow the rechanneling and movement of the Jordan River, including the entry upon the Property of heavy machinery to dredge a new channel and subsequent remediation, revegetation, restoration and habitat improvements as deemed appropriate by the Grantor, subject to the right of review and approval by Grantee under Section IV.

SECTION IV - PRIOR APPROVAL OF ACTIONS BY GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use or enterprise which requires Grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to the Director, Division of Forestry, Fire and State Lands, 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114, or to such other address as Grantee may designate in writing.

B. Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at City Attorney, City of West Jordan 8000 Redwood Road, West Jordan, Utah 84088, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond. If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire,

flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Commercial Facilities and Activities. Grantor will not establish or conduct any commercial or industrial facilities or activities on the Property, including but not limited to any restaurant, night club, campground, trailer park, bed and breakfast, motel, hotel, lodge, swimming pool, snowmobiling, skiing, gas station, retail outlet or facility for the manufacture or distribution of any product.

B. Game Farming or Game Farm Animals. Grantor will not construct or operate a game farm on the Property, nor will Grantor raise or hold game farm animals on the Property.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited.

D. Non-native Species. Grantor will not introduce into the general area of the Property any non-native plant or animal species, except as provided for in Section III, Subsection G of this Easement.

E. Sub Grantee. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action, which creates an actual or *de facto* sub Grantee of the Property.

F. Construction. The Grantor will not construct any structures or facilities on the Property except as specifically provided for in Section III, Subsections A and B.

G. Roads. Grantor will not construct any new roads except as specifically needed to accomplish the purposes of this Easement. Any new road construction requires the prior approval of Grantee, as provided in Section IV of this Easement. Any new road approved by Grantee and constructed for temporary use will be reclaimed and restored to its original condition within six (6) months following discontinued use.

H. Vehicles. Grantor will not use vehicles on the Property in a manner which may result in; 1) significant soil erosion or compaction, 2) adverse impacts to the natural appearance of the Property, 3) interference with vegetation, or 4) interference with the natural habitats of animal

species occurring on the Property. The parties recognize, however, that use of vehicles may be necessary to accomplish the purposes of this Easement and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use consistent with the terms and intent of this Easement. Public use of motorized vehicles is strictly prohibited and public use of non-motorized vehicles will be limited to authorized trails.

I. Commercial Feed Lot. Grantor will not establish or maintain any commercial feedlot on the Property. For purposes of this Easement, a commercial feed lot is defined as a permanently constructed, confined area or facility, within which the land is not grazed or cropped annually, used for purposes of engaging in the business of receiving and feeding livestock for hire.

J. Dumping. Placing, filling, storing or dumping on the Property of trash, debris, refuse, vehicle bodies, junk or waste is prohibited. No portion of the Property shall be used for dumping, depositing, abandoning, discharging, storing, maintaining or releasing any gaseous, liquid, solid, radioactive or hazardous waste materials or pollutants of whatever nature on, in or over the ground or into the subsurface or ground water of the Property. Grantee accepts no responsibility or liability for existing waste or hazardous material on the subject Property.

K. Utilities. Absent Grantee's prior approval as required in Section IV of this Easement, any additional utility structures or systems must be buried and the disturbed area restored.

L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property is prohibited by open-pit or surface mining methods. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) may impair or destroy the Property's Conservation Values. No mineral activities inconsistent with §170(h)(5)(B) of the Internal Revenue Code are permitted.

M. Timber Harvesting. Grantor does not have the right to harvest timber on the Property except as specifically allowed in Section III, Subsection G.

N. Billboards. Grantor will not construct, maintain, or erect any commercial signs or billboards on the Property. Small signs may be displayed, however, to identify the Property owner, to post regulations for use of the Property, or to post the Property as protected by this Easement.

O. Aircraft Facilities. Grantor will not construct or erect any aircraft facilities or aircraft landing facilities on the Property.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. Where Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections.

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII - COSTS AND TAXES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority on the Property.

SECTION VIII - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to indemnify Grantee against all claims and obligations arising from such operation, upkeep, and maintenance activities. Grantor also agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(b)(1)(A)(v) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h) (4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION X - EXTINGUISHMENT OF DEVELOPMENT RIGHTS

Grantor hereby acknowledges the extinguishment of all development rights associated with the Property, except those specifically reserved herein. Grantor agrees that all rights or interests in such development rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be described, or to any other adjacent property, nor used for the purpose of calculating permissible lot yield or density of the Property or any other property with regard to any land use or zoning which affects, or may affect, the Property.

SECTION XI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its heirs, personal representatives, executors, successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean Grantee and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Amendment. Nothing in this Easement shall be construed to preclude Grantor from making a subsequent conveyance of rights in the Property to further protect its Conservation Values, provided, however, that any such subsequent conveyance shall not impair any conservation purpose sought to be advanced by this Easement.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Title 57, Chapter 18 of the Utah Code.

G. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, including the Primary Uses, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date signed by all parties.

L. Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

M. Right of First Refusal. In the event Grantor chooses to sell or convey the remaining interest in the Property encumbered by this Easement, Grantee shall have the Right-of-First-Refusal to purchase said remaining interest at a value equal to any bona fide offer to purchase the remaining interest. It is understood that water is essential to the maintenance of the Conservation Values associated with the Easement Property, therefore, in the event Grantor chooses to sell or convey any or all water rights attached or used on the Property described in this Easement at the date of its execution, Grantee shall have the Right-of-First-Refusal to purchase or acquire said water rights or shares at a value equal to any bona fide offer to purchase the rights or shares.

N. Limitations on Extinguishment and Condemnation. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other Property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, or in the event the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, Grantee shall in good faith act to recover the full value of the interests in the PROPERTY subject to the taking or sale. Inasmuch as Grantor has been paid full and fair market value for the Easement, and is not claiming a deduction for federal income tax purposes allowable by reason of this Easement pursuant to Section 170(h) of the Code, as between Grantor and Grantee, Grantee shall be entitled to retain all of the net proceeds of such sale or condemnation of the Property. However, Grantee has received money from the Utah Quality Growth Commission ("Commission") as partial funding for the acquisition of the Easement. Therefore, the Commission shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property, or any portion thereof, received by Grantee, equal to the proportionate value of the Grant funds that were used to pay for this Easement as established at the time of its creation. At the option of the Commission, Grantee may retain the Commission's share of the proceeds, provided that the proceeds shall be used in a manner and for a purpose consistent with the conservation values for which the Grant was made.

O. Non-Merger. In the event Grantee subsequently acquires ownership of the remaining fee interest in the Property, the Parties intend that this Easement will not merge with such ownership. It being the intent of the Parties that the Easement never be extinguished, but remain in full force enjoining Grantee or its successors in interest to perpetually comply with its terms and conditions regardless of who holds title to the underlying fee interest.

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

GRANTEE:

By *Donna Evans*
Name: *Donna Evans*
Title: *Mayor*

By *Arthur W. DuFault*
Name: *Arthur W. DuFault*
Title: *State Forester/Director*

STATE OF *Utah*)
County of *Salt Lake*) ss.

On this *15* day of *October* 2001, *Donna Evans*, representing *City of West Jordan*, known to me to be the persons whose names are subscribed to the instrument set forth above, personally appeared before me, *Carol Herman* a Notary Public for the State of *Utah*, and acknowledged that they executed the same on behalf of *City of West Jordan*.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL)

Carol Herman
Notary Public for the State of *Utah*
Residing at *West Jordan, Utah*
My commission expires *07-27-2005*



STATE OF Utah)
County of Salt Lake) Ss.

On this 12 day of October, 2001, Arthur Dufault who is known to me to be State Forester of the Dir. of Forests and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Utah Dept of Natural Resources

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL)

Ann B Price

Notary Public for the State of Utah
Residing at Salt Lake Co.
My commission expires 1-25-03

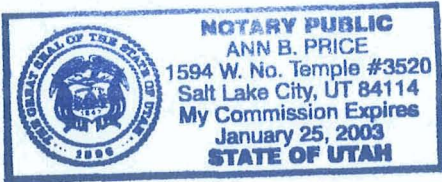


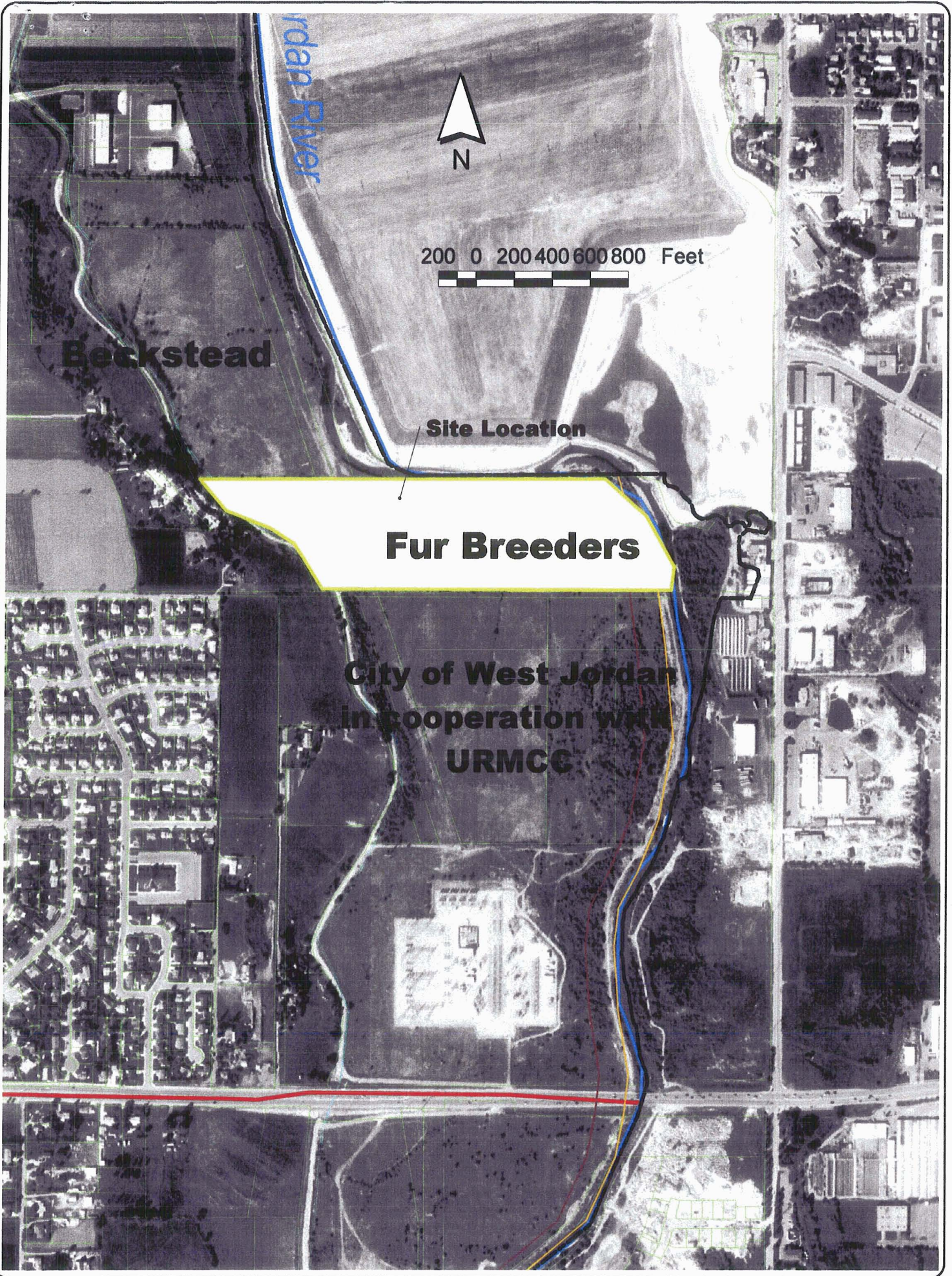
Exhibit "A"

Beginning at a point which is Easterly on the Section Line 274.64 feet and North 24.75 feet from the South Quarter Section Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along the center of the Mill Race the following courses and distances North 27°11'36" West 93.27 feet; thence North 31°17'13" West 41.84 feet; thence North 48°05'53" West 92.49 feet; thence North 66°13'29" West 212.14 feet; thence North 52°16'04" West 178.88 feet; thence North 48°32'40" West 287.51 feet; thence along the fence line South 89°33'46" East 954.53 feet; thence with Survey by John W. Christy in 1988, retraced by David J. Byrd in 2000, the following 5 courses: North 88°52'42" East 1286.29 feet; thence South 80°14'57" East 105.51 feet; thence South 20°18'55" East 64.10 feet; thence South 17°52'24" East 98.60 feet; thence South 35°27'19" East 85.29 feet; thence upstream to center Jordan River; thence South 40°54'45" West 24.81 feet; thence with center of Jordan River upstream South 09°57'09" East 140.40 feet; thence South 05°22'09" East 194.06 feet to the Southeast Corner of subject parcel which falls in Jordan River; thence along fence line North 89°44'58" West 1788.39 feet parallel to Section line to the point of beginning.

Less the following described property of Utah Power and Light as recorded in the Salt Lake County Recorder's office by deeds as follows: Entry No. 2681417, Book 3774, Page 408 and Book 1341, Page 159, said tracts being described by this survey as follows: Commencing at a point which is Easterly on the Section Line 274.64 feet and North 24.75 feet from the South Quarter Section Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°44'58" East 42.58 feet to the point of beginning; thence along exterior boundary of said tracts North 18°35'00" West 593.19 feet; thence along fence South 89°33'46" East 211.16 feet; thence leave fence South 18°35'41" East 592.48 feet to North side of fence; thence North 89°44'58" West 211.15 feet to the point of beginning.

Together with the right to cross the premises conveyed to Utah Power and Light Company by Warranty Deed recorded August 28, 1956 as Entry No. 1499559 in Book 1341 at Page 149; by Quit Claim Deed recorded August 28, 1956 as Entry No. 1499560 in Book 1341 at Page 161; and in Warranty Deed recorded January 30, 1975 as Entry No. 268417 in Book 3774 at Page 408 and re-recorded February 5, 1975 as Entry No. 2683060 in Book 3779 at Page 428 of Official Records, provided such right shall be limited to those areas not occupied by poles, towers or similar improvements placed by the Grantee.

21-35-400-006



Jordan River



200 0 200 400 600 800 Feet



Beckstead

Site Location

Fur Breeders

**City of West Jordan
in cooperation with
URMCC**

NOT LEGIBLE FOR URMCC
CO. RECORDS

BK 851 3PG 7037

10/19/2001

8035728
10/19/2001 02:35 PM 43.00
Book - 8513 Pg - 7022-7038
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: RDJ, DEPUTY - WI 17 p.

BK8513PG7038

RECEIVED

OCT 18 2001

DIVISION OF FORESTRY
FIRE & STATE LANDS

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Easement"), made as of this 12 day of October 2001, by The City of West Jordan Utah, a municipal corporation and political subdivision of the State of Utah whose address is 8000 South Redwood Road, West Jordan, Utah 84088 ("Grantor"), and Utah Department of Natural Resources, Division of Forestry, Fire and State Lands ("Grantee") whose address is 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114.

WITNESSETH:

WHEREAS, the purpose of this conservation easement is to protect and enhance forever the important wetland resources, natural wildlife habitat, recreational, open space and scenic qualities of the real property described below in an effort to restore the natural values of the Jordan River; and

WHEREAS, Grantor is the owner of all the real property in Salt Lake County, State of Utah, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B; and

WHEREAS, the Property has significant wetland, wildlife habitat, ecological, scenic, aesthetic, recreational and open space values as recognized in the Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 through 57-18-7; and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of statutory law; and

WHEREAS, the Property constitutes a valuable element of the natural habitat of the Salt Lake watershed and ecosystem and the ecosystem's wetland, ecological, scenic, recreational, aesthetic and open space values, including flora, fauna, and soils; and the Property provides significant wildlife habitat, and the maintenance of such natural habitat helps support wildlife populations. All these wetland, natural habitat, ecological, recreational, scenic, wildlife, aesthetic, water resource, and open space values ("Conservation Values") are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved, maintained, and enhanced by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including such activities as rechanneling of the Jordan River, revegetation, and manipulation of the topography and hydrology of the property; and

WHEREAS, Grantor intends that limited and controlled public access and uses such as fishing, hiking and equestrian uses may be allowed on the property in a manner that will not compromise the Conservation Values; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor desires and intends to transfer certain of such rights to Grantee, provided Grantor's right to use the Property is also protected and conserved in the manner set forth in this Easement; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Ann. §§ 57-18-1 through 57-18-7; and

WHEREAS, Grantee undertakes the responsibility to conserve and protect natural areas and significant wildlife habitat for ecological, scientific, recreational, and educational purposes; and Grantee is a qualified conservation easement holder under Title 57, Chapter 18 of the Utah Code; and Grantee is a qualified organization under Section 170(b)(1)(A)(v) of the Internal Revenue Code to receive and hold conservation easements; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Utah Code Ann. §§ 57-18-1 through 57-18-7, and other applicable provisions of statutory and common law, Grantor hereby conveys and warrants to Grantee this perpetual Easement over the Property. The scope of this Easement is set forth in this grant.

SECTION I - RIGHTS OF GRANTEE

The total property (hereafter referred to as "Property") owned by Grantor which will be encumbered by this Conservation Easement, is described in Exhibit A and Exhibit B. The rights conveyed by Grantor to Grantee to perpetually maintain the Conservation Values of the Property in this Easement include the following:

A. Identification and Protection. Grantee has the right to identify, conserve and protect in perpetuity, and to enhance by mutual agreement the Conservation Values on the Property in the manner set forth in this Easement, subject to Grantor's reserved rights in this Easement.

B. Access. The general public is granted access to the Property under this Easement. Grantee and Grantor shall regulate public access so that it is not detrimental to the Conservation Values. Grantee has the right to enter upon the Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. Grantee also has the right to enter upon the Property with advance notice and permission from Grantor or Grantor's agent to observe or study

the natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Property by Grantor.

Grantee shall have the unilateral right of immediate entry upon the Property if, in Grantee's sole judgment, such entry is necessary to prevent immediate damage or destruction to the Conservation Values of this Easement.

C. Conservation, Enforcement, Injunction, and Restoration. Grantee has the right to prevent any activity on, or use of the Property that is inconsistent with this Easement. Grantee is entitled to take any legal action to prevent such activity, including but not limited to, obtaining an injunction in a court of competent jurisdiction. Grantee further has the right to enforce the reasonable restoration of such areas or features of the Property damaged or impaired by any activities or omissions to prevent such activities inconsistent with this Easement. Grantee and Grantor each shall be entitled to recover its reasonable attorney's fees in enforcing its rights under this Easement.

D. Signs. Grantee or Grantor have the right to place signs on the Property that identify the Property as being protected by this Easement and to describe the area for educational or interpretive purposes.

E. Water rights. Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself. Removal of groundwater for use off of the Property including, but not limited to the sale, removal, or transfer of water rights and shares for use off of the Property is not allowed unless expressly agreed to by Grantee.

SECTION II- GENERAL EFFECT OF EASEMENT

A. Perpetual Restrictions. This Easement shall run with and encumber the title to the Property in perpetuity and shall bind Grantor and all future owners, assigns, and tenants of the Property.

B. Permitted Uses in General. This Easement shall confine the use of the Property to activities consistent with the purposes and terms of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement or detrimental to the Conservation Values expressed in this Easement is expressly prohibited.

C. Dedication of Property. Pursuant to the terms of Utah Code Ann. §§ 57-18-2, the Property conserved by this Easement, as described in Exhibit A and B, is declared open space and

natural land, and may not be converted or directed to any uses other than those provided in this Easement.

SECTION III - PERMITTED USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement.

A. Recreational Facilities. The Grantor may construct restrooms, soft surface trails, boardwalks, or trail signage upon the Property. Grantor reserves the right of ingress and egress over and across the Property, provided that such use does not unreasonably interfere with the easement granted herein.

B. Other Facilities. Grantor may maintain, replace, and repair, for security and recreational purposes, the fences, roads, and other improvements located on the Property as of the date of this Easement. Grantor may maintain, replace, and repair the existing fences, roads, and other improvements as may be necessary for the uses permitted by this Easement, provided such fence, road, or improvement is maintained, replaced or repaired in its original approximate size and general location. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general location.

Grantor may construct additional fences, including fences along the exterior border of the Property upon prior approval of Grantee, as provided in Section IV of this Easement.

Replacement or repair of existing fences within the Property boundaries and construction of new fences on the Property's exterior boundary shall be constructed in such a manner and with such materials as not to unduly endanger wildlife safety or to materially inhibit wildlife movement.

C. Fishing. Fishing is permitted on the Property only to the extent such activities are consistent with state and federal laws and regulations. The Grantee and Grantor shall monitor and regulate fishing so that it is not detrimental to the Conservation Values.

D. Water Resources. Grantor may improve water resources on the Property if such improvement is necessary or beneficial to optimal habitat management, wildlife, or fisheries on the Property. Such improvements must be consistent with the terms of this Easement and the Conservation Values protected therein, as well as comply with all applicable laws and regulations.

Grantor may also carry out activities to restore and enhance aquatic, terrestrial, and wetland habitat for fish and wildlife habitat. Such activities may include rechanneling, stream bank stabilization, improvement to the quality and quantity of water available, and development of watering facilities and ponds; provided such activities are conducted in a manner consistent with accepted waterway stabilization, rehabilitation, and enhancement methods, state and federal laws and regulations, and the terms and intent of this Easement.

Water usage or distribution on the Property shall not be altered in such a manner as to compromise the terms of this Easement or the Conservation Values protected therein, as identified in the Baseline Inventory.

E. Agrochemicals and Biological Controls. Grantor may use agrochemicals and biological controls on the Property, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides. Agrochemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish lawful public objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the Conservation Values of the Property and to avoid any impairment of the natural ecosystems and their processes.

F. Predators. Grantor may use legal methods to control predatory and problem animals as permitted by state and federal laws.

G. Forest and Vegetation Management. Maintenance of a healthy forest, tree cover, and vegetation is integral to wildlife, wildlife habitat, and water quality, and the scenic and aesthetic provisions of this Easement. As such, all activities affecting the forest, tree cover, and vegetation will be conducted in a manner that maintains long term forest and vegetation health and sustains and perpetuates the mix of naturally occurring species in representative ages and group sizes, in accordance with good and sound silvicultural practices, best management practices, and optimal habitat management. Consistent with these recognitions, Grantor may: 1) cut trees for use on the Property; 2) cut and gather dead, dying and down trees; 3) cut or prune trees and brush, which constitute a hazard to persons, property, or roads; and 4) use fire as a management tool.

H. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Easement.

I. Jordan River. The Property may be used and altered to allow the rechanneling and movement of the Jordan River, including the entry upon the Property of heavy machinery to dredge a new channel and subsequent remediation, revegetation, restoration and habitat improvements as deemed appropriate by the Grantor, subject to the right of review and approval by Grantee under Section IV.

SECTION IV - PRIOR APPROVAL OF ACTIONS BY GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use or enterprise which requires Grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to the Director, Division of Forestry, Fire and State Lands, 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114, or to such other address as Grantee may designate in writing.

B. Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at City Attorney, City of West Jordan 8000 Redwood Road, West Jordan, Utah 84088, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond. If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire,

flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Commercial Facilities and Activities. Grantor will not establish or conduct any commercial or industrial facilities or activities on the Property, including but not limited to any restaurant, night club, campground, trailer park, bed and breakfast, motel, hotel, lodge, swimming pool, snowmobiling, skiing, gas station, retail outlet or facility for the manufacture or distribution of any product.

B. Game Farming or Game Farm Animals. Grantor will not construct or operate a game farm on the Property, nor will Grantor raise or hold game farm animals on the Property.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited.

D. Non-native Species. Grantor will not introduce into the general area of the Property any non-native plant or animal species, except as provided for in Section III, Subsection G of this Easement.

E. Sub Grantee. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action, which creates an actual or *de facto* sub Grantee of the Property.

F. Construction. The Grantor will not construct any structures or facilities on the Property except as specifically provided for in Section III, Subsections A and B.

G. Roads. Grantor will not construct any new roads except as specifically needed to accomplish the purposes of this Easement. Any new road construction requires the prior approval of Grantee, as provided in Section IV of this Easement. Any new road approved by Grantee and constructed for temporary use will be reclaimed and restored to its original condition within six (6) months following discontinued use.

H. Vehicles. Grantor will not use vehicles on the Property in a manner which may result in; 1) significant soil erosion or compaction, 2) adverse impacts to the natural appearance of the Property, 3) interference with vegetation, or 4) interference with the natural habitats of animal

species occurring on the Property. The parties recognize, however, that use of vehicles may be necessary to accomplish the purposes of this Easement and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use consistent with the terms and intent of this Easement. Public use of motorized vehicles is strictly prohibited and public use of non-motorized vehicles will be limited to authorized trails.

I. Commercial Feed Lot. Grantor will not establish or maintain any commercial feedlot on the Property. For purposes of this Easement, a commercial feed lot is defined as a permanently constructed, confined area or facility, within which the land is not grazed or cropped annually, used for purposes of engaging in the business of receiving and feeding livestock for hire.

J. Dumping. Placing, filling, storing or dumping on the Property of trash, debris, refuse, vehicle bodies, junk or waste is prohibited. No portion of the Property shall be used for dumping, depositing, abandoning, discharging, storing, maintaining or releasing any gaseous, liquid, solid, radioactive or hazardous waste materials or pollutants of whatever nature on, in or over the ground or into the subsurface or ground water of the Property. Grantee accepts no responsibility or liability for existing waste or hazardous material on the subject Property.

K. Utilities. Absent Grantee's prior approval as required in Section IV of this Easement, any additional utility structures or systems must be buried and the disturbed area restored.

L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property is prohibited by open-pit or surface mining methods. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) may impair or destroy the Property's Conservation Values. No mineral activities inconsistent with §170(h)(5)(B) of the Internal Revenue Code are permitted.

M. Timber Harvesting. Grantor does not have the right to harvest timber on the Property except as specifically allowed in Section III, Subsection G.

N. Billboards. Grantor will not construct, maintain, or erect any commercial signs or billboards on the Property. Small signs may be displayed, however, to identify the Property owner, to post regulations for use of the Property, or to post the Property as protected by this Easement.

O. Aircraft Facilities. Grantor will not construct or erect any aircraft facilities or aircraft landing facilities on the Property.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. Where Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections.

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII - COSTS AND TAXES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority on the Property.

SECTION VIII - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to indemnify Grantee against all claims and obligations arising from such operation, upkeep, and maintenance activities. Grantor also agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(b)(1)(A)(v) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h) (4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION X - EXTINGUISHMENT OF DEVELOPMENT RIGHTS

Grantor hereby acknowledges the extinguishment of all development rights associated with the Property, except those specifically reserved herein. Grantor agrees that all rights or interests in such development rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be described, or to any other adjacent property, nor used for the purpose of calculating permissible lot yield or density of the Property or any other property with regard to any land use or zoning which affects, or may affect, the Property.

SECTION XI - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its heirs, personal representatives, executors, successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean Grantee and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Amendment. Nothing in this Easement shall be construed to preclude Grantor from making a subsequent conveyance of rights in the Property to further protect its Conservation Values, provided, however, that any such subsequent conveyance shall not impair any conservation purpose sought to be advanced by this Easement.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Title 57, Chapter 18 of the Utah Code.

G. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, including the Primary Uses, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date signed by all parties.

L. Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

M. Right of First Refusal. In the event Grantor chooses to sell or convey the remaining interest in the Property encumbered by this Easement, Grantee shall have the Right-of-First-Refusal to purchase said remaining interest at a value equal to any bona fide offer to purchase the remaining interest. It is understood that water is essential to the maintenance of the Conservation Values associated with the Easement Property, therefore, in the event Grantor chooses to sell or convey any or all water rights attached or used on the Property described in this Easement at the date of its execution, Grantee shall have the Right-of-First-Refusal to purchase or acquire said water rights or shares at a value equal to any bona fide offer to purchase the rights or shares.

N. Limitations on Extinguishment and Condemnation. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other Property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, or in the event the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, Grantee shall in good faith act to recover the full value of the interests in the PROPERTY subject to the taking or sale. Inasmuch as Grantor has been paid full and fair market value for the Easement, and is not claiming a deduction for federal income tax purposes allowable by reason of this Easement pursuant to Section 170(h) of the Code, as between Grantor and Grantee, Grantee shall be entitled to retain all of the net proceeds of such sale or condemnation of the Property. However, Grantee has received money from the Utah Quality Growth Commission ("Commission") as partial funding for the acquisition of the Easement. Therefore, the Commission shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property, or any portion thereof, received by Grantee, equal to the proportionate value of the Grant funds that were used to pay for this Easement as established at the time of its creation. At the option of the Commission, Grantee may retain the Commission's share of the proceeds, provided that the proceeds shall be used in a manner and for a purpose consistent with the conservation values for which the Grant was made.

O. Non-Merger. In the event Grantee subsequently acquires ownership of the remaining fee interest in the Property, the Parties intend that this Easement will not merge with such ownership. It being the intent of the Parties that the Easement never be extinguished, but remain in full force enjoining Grantee or its successors in interest to perpetually comply with its terms and conditions regardless of who holds title to the underlying fee interest.

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

GRANTEE:

By [Signature]
Name: Donna Evans
Title: Mayor

By [Signature]
Name: Arthur W. DuFault
Title: State Forester/Director

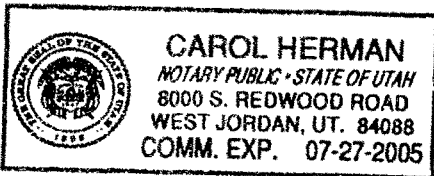
STATE OF Utah)
County of Salt Lake) ss.

On this 15 day of October 2001, Donna Evans, representing City of West Jordan, known to me to be the persons whose names are subscribed to the instrument set forth above, personally appeared before me, Carol Herman a Notary Public for the State of Utah, and acknowledged that they executed the same on behalf of City of West Jordan.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL)

[Signature]
Notary Public for the State of Utah
Residing at West Jordan, Utah
My commission expires 07-27-2005

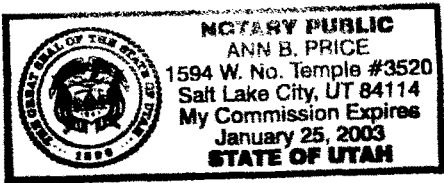


STATE OF Utah)
County of Salt Lake) Ss.

On this 12 day of October, 2001, Arthur Dufault who is known to me to be State Forester of the Div. of Fish and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Utah Dept of Natural Resources

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL)



Ann B Price
Notary Public for the State of Utah
Residing at Salt Lake Co.
My commission expires 1-25-03

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT ("Easement"), made as of this 12 day of October 2001, by The City of West Jordan Utah, a municipal corporation and political subdivision of the State of Utah whose address is 8000 South Redwood Road, West Jordan, Utah 84088 ("Grantor"), and Utah Department of Natural Resources, Division of Forestry, Fire and State Lands ("Grantee") whose address is 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114.

WITNESSETH:

WHEREAS, the purpose of this conservation easement is to protect and enhance forever the important wetland resources, natural wildlife habitat, recreational, open space and scenic qualities of the real property described below in an effort to restore the natural values of the Jordan River; and

WHEREAS, Grantor is the owner of all the real property in Salt Lake County, State of Utah, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B; and

WHEREAS, the Property has significant wetland, wildlife habitat, ecological, scenic, aesthetic, recreational and open space values as recognized in the Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 through 57-18-7; and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of statutory law; and

WHEREAS, the Property constitutes a valuable element of the natural habitat of the Salt Lake watershed and ecosystem and the ecosystem's wetland, ecological, scenic, recreational, aesthetic and open space values, including flora, fauna, and soils; and the Property provides significant wildlife habitat, and the maintenance of such natural habitat helps support wildlife populations. All these wetland, natural habitat, ecological, recreational, scenic, wildlife, aesthetic, water resource, and open space values ("Conservation Values") are worthy of conservation and of great importance to Grantor, Grantee, and the State of Utah; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be conserved, maintained, and enhanced by the continuation, initiation, or introduction of activities on the Property that will not compromise the Conservation Values, including such activities as rechanneling of the Jordan River, revegetation, and manipulation of the topography and hydrology of the property; and

WHEREAS, Grantor intends that limited and controlled public access and uses such as fishing, hiking and equestrian uses may be allowed on the property in a manner that will not compromise the Conservation Values; and

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Property; and

WHEREAS, Grantor desires and intends to transfer certain of such rights to Grantee, provided Grantor's right to use the Property is also protected and conserved in the manner set forth in this Easement; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of Utah Code Ann. §§ 57-18-1 through 57-18-7; and

WHEREAS, Grantee undertakes the responsibility to conserve and protect natural areas and significant wildlife habitat for ecological, scientific, recreational, and educational purposes; and Grantee is a qualified conservation easement holder under Title 57, Chapter 18 of the Utah Code; and Grantee is a qualified organization under Section 170(b)(1)(A)(v) of the Internal Revenue Code to receive and hold conservation easements; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Utah Code Ann. §§ 57-18-1 through 57-18-7, and other applicable provisions of statutory and common law, Grantor hereby conveys and warrants to Grantee this perpetual Easement over the Property. The scope of this Easement is set forth in this grant.

SECTION I - RIGHTS OF GRANTEE

The total property (hereafter referred to as "Property") owned by Grantor which will be encumbered by this Conservation Easement, is described in Exhibit A and Exhibit B. The rights conveyed by Grantor to Grantee to perpetually maintain the Conservation Values of the Property in this Easement include the following:

A. Identification and Protection. Grantee has the right to identify, conserve and protect in perpetuity, and to enhance by mutual agreement the Conservation Values on the Property in the manner set forth in this Easement, subject to Grantor's reserved rights in this Easement.

B. Access. The general public is granted access to the Property under this Easement. Grantee and Grantor shall regulate public access so that it is not detrimental to the Conservation Values. Grantee has the right to enter upon the Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. Grantee also has the right to enter upon the Property with advance notice and permission from Grantor or Grantor's agent to observe or study

the natural resources protected by this Easement in a manner that will not unreasonably interfere with the use of the Property by Grantor.

Grantee shall have the unilateral right of immediate entry upon the Property if, in Grantee's sole judgment, such entry is necessary to prevent immediate damage or destruction to the Conservation Values of this Easement.

C. Conservation, Enforcement, Injunction, and Restoration. Grantee has the right to prevent any activity on, or use of the Property that is inconsistent with this Easement. Grantee is entitled to take any legal action to prevent such activity, including but not limited to, obtaining an injunction in a court of competent jurisdiction. Grantee further has the right to enforce the reasonable restoration of such areas or features of the Property damaged or impaired by any activities or omissions to prevent such activities inconsistent with this Easement. Grantee and Grantor each shall be entitled to recover its reasonable attorney's fees in enforcing its rights under this Easement.

D. Signs. Grantee or Grantor have the right to place signs on the Property that identify the Property as being protected by this Easement and to describe the area for educational or interpretive purposes.

E. Water rights. Grantor shall retain and reserve the right to use water rights sufficient to maintain and improve the Conservation Values of the Property, and shall not transfer, encumber, lease, sell or otherwise separate water rights necessary and sufficient to maintain and improve the Conservation Values of the Property from title to the Property itself. Removal of groundwater for use off of the Property including, but not limited to the sale, removal, or transfer of water rights and shares for use off of the Property is not allowed unless expressly agreed to by Grantee.

SECTION II- GENERAL EFFECT OF EASEMENT

A. Perpetual Restrictions. This Easement shall run with and encumber the title to the Property in perpetuity and shall bind Grantor and all future owners, assigns, and tenants of the Property.

B. Permitted Uses in General. This Easement shall confine the use of the Property to activities consistent with the purposes and terms of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement or detrimental to the Conservation Values expressed in this Easement is expressly prohibited.

C. Dedication of Property. Pursuant to the terms of Utah Code Ann. §§ 57-18-2, the Property conserved by this Easement, as described in Exhibit A and B, is declared open space and

natural land, and may not be converted or directed to any uses other than those provided in this Easement.

SECTION III - PERMITTED USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement.

A. Recreational Facilities. The Grantor may construct restrooms, soft surface trails, boardwalks, or trail signage upon the Property. Grantor reserves the right of ingress and egress over and across the Property, provided that such use does not unreasonably interfere with the easement granted herein.

B. Other Facilities. Grantor may maintain, replace, and repair, for security and recreational purposes, the fences, roads, and other improvements located on the Property as of the date of this Easement. Grantor may maintain, replace, and repair the existing fences, roads, and other improvements as may be necessary for the uses permitted by this Easement, provided such fence, road, or improvement is maintained, replaced or repaired in its original approximate size and general location. If any or all of such facilities are removed or destroyed, Grantor may replace them with similar structures of the same approximate size in the same general location.

Grantor may construct additional fences, including fences along the exterior border of the Property upon prior approval of Grantee, as provided in Section IV of this Easement.

Replacement or repair of existing fences within the Property boundaries and construction of new fences on the Property's exterior boundary shall be constructed in such a manner and with such materials as not to unduly endanger wildlife safety or to materially inhibit wildlife movement.

C. Fishing. Fishing is permitted on the Property only to the extent such activities are consistent with state and federal laws and regulations. The Grantee and Grantor shall monitor and regulate fishing so that it is not detrimental to the Conservation Values.

D. Water Resources. Grantor may improve water resources on the Property if such improvement is necessary or beneficial to optimal habitat management, wildlife, or fisheries on the Property. Such improvements must be consistent with the terms of this Easement and the Conservation Values protected therein, as well as comply with all applicable laws and regulations.

Grantor may also carry out activities to restore and enhance aquatic, terrestrial, and wetland habitat for fish and wildlife habitat. Such activities may include rechanneling, stream bank stabilization, improvement to the quality and quantity of water available, and development of watering facilities and ponds; provided such activities are conducted in a manner consistent with accepted waterway stabilization, rehabilitation, and enhancement methods, state and federal laws and regulations, and the terms and intent of this Easement.

Water usage or distribution on the Property shall not be altered in such a manner as to compromise the terms of this Easement or the Conservation Values protected therein, as identified in the Baseline Inventory.

E. Agrochemicals and Biological Controls. Grantor may use agrochemicals and biological controls on the Property, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides. Agrochemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish lawful public objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the Conservation Values of the Property and to avoid any impairment of the natural ecosystems and their processes.

F. Predators. Grantor may use legal methods to control predatory and problem animals as permitted by state and federal laws.

G. Forest and Vegetation Management. Maintenance of a healthy forest, tree cover, and vegetation is integral to wildlife, wildlife habitat, and water quality, and the scenic and aesthetic provisions of this Easement. As such, all activities affecting the forest, tree cover, and vegetation will be conducted in a manner that maintains long term forest and vegetation health and sustains and perpetuates the mix of naturally occurring species in representative ages and group sizes, in accordance with good and sound silvicultural practices, best management practices, and optimal habitat management. Consistent with these recognitions, Grantor may: 1) cut trees for use on the Property; 2) cut and gather dead, dying and down trees; 3) cut or prune trees and brush, which constitute a hazard to persons, property, or roads; and 4) use fire as a management tool.

H. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Easement.

I. Jordan River. The Property may be used and altered to allow the rechanneling and movement of the Jordan River, including the entry upon the Property of heavy machinery to dredge a new channel and subsequent remediation, revegetation, restoration and habitat improvements as deemed appropriate by the Grantor, subject to the right of review and approval by Grantee under Section IV.

SECTION IV - PRIOR APPROVAL OF ACTIONS BY GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use or enterprise which requires Grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to the Director, Division of Forestry, Fire and State Lands, 1594 West North Temple, Suite 3520, Salt Lake City, Utah 84114, or to such other address as Grantee may designate in writing.

B. Grantee's Response. Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section, Grantor may commence the proposed activity, use, or enterprise only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. Grantee will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at City Attorney, City of West Jordan 8000 Redwood Road, West Jordan, Utah 84088, or to such other address as Grantor may designate in writing.

C. Grantee's Failure to Respond. If Grantee fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal.

D. Force Majeure. Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire,

flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. Commercial Facilities and Activities. Grantor will not establish or conduct any commercial or industrial facilities or activities on the Property, including but not limited to any restaurant, night club, campground, trailer park, bed and breakfast, motel, hotel, lodge, swimming pool, snowmobiling, skiing, gas station, retail outlet or facility for the manufacture or distribution of any product.

B. Game Farming or Game Farm Animals. Grantor will not construct or operate a game farm on the Property, nor will Grantor raise or hold game farm animals on the Property.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited.

D. Non-native Species. Grantor will not introduce into the general area of the Property any non-native plant or animal species, except as provided for in Section III, Subsection G of this Easement.

E. Sub Grantee. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action, which creates an actual or *de facto* sub Grantee of the Property.

F. Construction. The Grantor will not construct any structures or facilities on the Property except as specifically provided for in Section III, Subsections A and B.

G. Roads. Grantor will not construct any new roads except as specifically needed to accomplish the purposes of this Easement. Any new road construction requires the prior approval of Grantee, as provided in Section IV of this Easement. Any new road approved by Grantee and constructed for temporary use will be reclaimed and restored to its original condition within six (6) months following discontinued use.

H. Vehicles. Grantor will not use vehicles on the Property in a manner which may result in; 1) significant soil erosion or compaction, 2) adverse impacts to the natural appearance of the Property, 3) interference with vegetation, or 4) interference with the natural habitats of animal

species occurring on the Property. The parties recognize, however, that use of vehicles may be necessary to accomplish the purposes of this Easement and such limited use is therefore expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use consistent with the terms and intent of this Easement. Public use of motorized vehicles is strictly prohibited and public use of non-motorized vehicles will be limited to authorized trails.

I. Commercial Feed Lot. Grantor will not establish or maintain any commercial feedlot on the Property. For purposes of this Easement, a commercial feed lot is defined as a permanently constructed, confined area or facility, within which the land is not grazed or cropped annually, used for purposes of engaging in the business of receiving and feeding livestock for hire.

J. Dumping. Placing, filling, storing or dumping on the Property of trash, debris, refuse, vehicle bodies, junk or waste is prohibited. No portion of the Property shall be used for dumping, depositing, abandoning, discharging, storing, maintaining or releasing any gaseous, liquid, solid, radioactive or hazardous waste materials or pollutants of whatever nature on, in or over the ground or into the subsurface or ground water of the Property. Grantee accepts no responsibility or liability for existing waste or hazardous material on the subject Property.

K. Utilities. Absent Grantee's prior approval as required in Section IV of this Easement, any additional utility structures or systems must be buried and the disturbed area restored.

L. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property is prohibited by open-pit or surface mining methods. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) may impair or destroy the Property's Conservation Values. No mineral activities inconsistent with §170(h)(5)(B) of the Internal Revenue Code are permitted.

M. Timber Harvesting. Grantor does not have the right to harvest timber on the Property except as specifically allowed in Section III, Subsection G.

N. Billboards. Grantor will not construct, maintain, or erect any commercial signs or billboards on the Property. Small signs may be displayed, however, to identify the Property owner, to post regulations for use of the Property, or to post the Property as protected by this Easement.

O. Aircraft Facilities. Grantor will not construct or erect any aircraft facilities or aircraft landing facilities on the Property.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. Where Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections.

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII - COSTS AND TAXES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority on the Property.

SECTION VIII - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to indemnify Grantee against all claims and obligations arising from such operation, upkeep, and maintenance activities. Grantor also agrees to defend and indemnify Grantee against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(b)(1)(A)(v) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h) (4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION X - EXTINGUISHMENT OF DEVELOPMENT RIGHTS

Grantor hereby acknowledges the extinguishment of all development rights associated with the Property, except those specifically reserved herein. Grantor agrees that all rights or interests in such development rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be described, or to any other adjacent property, nor used for the purpose of calculating permissible lot yield or density of the Property or any other property with regard to any land use or zoning which affects, or may affect, the Property.

SECTION XI - MISCELLANEOUS PROVISIONS

A. **Partial Invalidity.** If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its heirs, personal representatives, executors, successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean Grantee and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Amendment. Nothing in this Easement shall be construed to preclude Grantor from making a subsequent conveyance of rights in the Property to further protect its Conservation Values, provided, however, that any such subsequent conveyance shall not impair any conservation purpose sought to be advanced by this Easement.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Title 57, Chapter 18 of the Utah Code.

G. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, including the Primary Uses, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date signed by all parties.

L. Notice Requirements. Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning the possible legal and tax implications associated with granting this Easement.

M. Right of First Refusal. In the event Grantor chooses to sell or convey the remaining interest in the Property encumbered by this Easement, Grantee shall have the Right-of-First-Refusal to purchase said remaining interest at a value equal to any bona fide offer to purchase the remaining interest. It is understood that water is essential to the maintenance of the Conservation Values associated with the Easement Property, therefore, in the event Grantor chooses to sell or convey any or all water rights attached or used on the Property described in this Easement at the date of its execution, Grantee shall have the Right-of-First-Refusal to purchase or acquire said water rights or shares at a value equal to any bona fide offer to purchase the rights or shares.

N. Limitations on Extinguishment and Condemnation. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction. In the event of any sale of all or a portion of the Property (or any other Property received in connection with an exchange or involuntary conversion of the Property) after such termination or extinguishment, or in the event the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, Grantee shall in good faith act to recover the full value of the interests in the PROPERTY subject to the taking or sale. Inasmuch as Grantor has been paid full and fair market value for the Easement, and is not claiming a deduction for federal income tax purposes allowable by reason of this Easement pursuant to Section 170(h) of the Code, as between Grantor and Grantee, Grantee shall be entitled to retain all of the net proceeds of such sale or condemnation of the Property. However, Grantee has received money from the Utah Quality Growth Commission ("Commission") as partial funding for the acquisition of the Easement. Therefore, the Commission shall be entitled to receive that portion of the net proceeds of condemnation or sale of the Property, or any portion thereof, received by Grantee, equal to the proportionate value of the Grant funds that were used to pay for this Easement as established at the time of its creation. At the option of the Commission, Grantee may retain the Commission's share of the proceeds, provided that the proceeds shall be used in a manner and for a purpose consistent with the conservation values for which the Grant was made.

O. Non-Merger. In the event Grantee subsequently acquires ownership of the remaining fee interest in the Property, the Parties intend that this Easement will not merge with such ownership. It being the intent of the Parties that the Easement never be extinguished, but remain in full force enjoining Grantee or its successors in interest to perpetually comply with its terms and conditions regardless of who holds title to the underlying fee interest.

STATE OF _____)
) Ss.
County of _____)

On this ____ day of _____, 2001, _____, who is known to me to be _____ of the _____, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of _____, and acknowledged that he executed the same on behalf of _____.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL)

Notary Public for the State of Utah
Residing at _____
My commission expires _____

From: Mark Bedel
To: paulc@westjordan.com; Price, Ann
Date: 10/12/01 9:49AM
Subject: new redline

I've saved all the previous redlines and put the recent changes based on our discussions yesterday and today in redline. A couple of comments:

Although I tried to discuss the changes with each of you, there are some I missed. So as you look it over try not to be surprised if there is something in the document that you didn't expect. Feel free to contact each other and me to discuss anything.

Paul maybe you can do a conference call with the three of us if needed.

One pet peeve of mine: I hate it when the section headings are at the end of one page and the text for that section starts on the next page - when you print it, please try to keep them on the same page. Also I like to keep the signatures and notary stuff on one page. This may be hard to do, because there is a problem with the formatting of this document in that the text starts about an inch down from the top margin. I don't know what causes that, but if someone can fix it, that will make it easier to fit things together that belong together on the same page.

Call me if needed.

Mark

From: Ann Price
To: Mark Bedel
Date: 10/11/01 3:54PM
Subject: Jordan River easement

Mark:

Edits to the easement:

1. In all cases, search and replace "the Grantee" and replace with "Grantee"
2. All sovereign lands must be open to hunting and fishing - DWR regulation. Therefore you can't take out the reference to public fishing.
3. Page 1, Para 1 add zip code to FF& SL "84114"
4. Page 1, Para 4 change 57-18 to read "57-18-1 through 57-18-7"
5. Page 2, Para 4 same change as #4
6. Page 2, Para 5 mid sentence - delete "the Grantee is a non-profit, tax exempt organization under Section 501(c).....the State of Utah"
 Same Para 5 change "Utah Code Ann. 57-18-3" to "Title 57, Chapter 18 of the Utah Code"
 Same Para 5 change "170(h)(3) to "170(b)(1)(A)(v)"
7. Page 2, para 7, change 57-18 to "57-18-1 through 57-18-7"
8. Page 5, III,B delete all reference to "corrals, barns and sheds" (3 times)
9. Page 6, III,I - change spelling revegitation to revegetation
 beginning at "without", delete word "without" and replace with subject to review and approval by Grantee as noted in Section IV.
10. Page 7, IV,A, add zip code 84114 at end of division address
11. Page 9, V, J - delete this entire section and replace with original wording
 "Placing, filling, storing or dumping on the Property of trash, debris, refuse, vehicle bodies, junk or waste is prohibited. No portion of the Property shall be used for dumping, depositing, abandoning, discharging, storing, maintaining or releasing any gaseous, liquid, solid, radioactive or hazardous waste materials or pollutants of whatever nature on, in or over the ground or into the subsurface or ground water of the Property. Grantee accepts no responsibility or liability for existing waste or hazardous material on the subject Property."
12. Page 11, IX - make same change to Section 170(h)(3) as noted in #6 above.
13. Page 13, XI, N Change all upper case to lower case with initial caps on the words "EASEMENT", PROPERTY, GRANTEE, etc.

If questions, call.

ann

CC: Dick Buehler; Jared Gunnerson

10/12 USF&W would prefer no fishings;
 language that fishing allowed as long
 as agreeable to both grantor/grantee.
 *Has some edits from Paul Coates.
 Will Email → me.

APPENDIX 5

Response to Comments on Draft EA

Big Bend Draft Environmental Assessment Public Comment Summary and Response

Comment	Letters with This Comment
Project Area Is Protected from Development	
<p>Representative Comments:</p> <p><i>“It is my understanding that the property would not be developed and encumbered by a conservation easement.”</i></p> <p><i>“I’m nervous about transferring the land owned by the United States to the City of West Jordan. I would like to know why the property needs to be transferred and how that would affect development of that land in the future.”</i></p> <p><i>“I find that the improvements to the area go against the very reason my parents sold this property to the Federal Government.”</i></p> <p>Response: During the public comment period it was learned that in 2001 the City of West Jordan placed a conservation easement on their 25-acre parcel to, “protect and enhance forever the important wetland resources, natural wildlife habitat, recreational, open space and scenic qualities of the [property] in an effort to restore the natural values of the Jordan River.” The conservation easement is held by the Utah Division of Forestry Fire and State Lands (FFSL) which is responsible for enforcing the terms of the easement. Prior to transferring the 43-acre federal parcel to West Jordan City and prior to construction, it is the intent of West Jordan City, FFSL and the Mitigation Commission to amend the conservation easement to include the 43-acre federal parcel so it covers the entire 68-acre project area. The Mitigation Commission would then transfer the 43-acre federal parcel to West Jordan City. After final design of the new river channel is complete and the location of the new channel is known with certainty, West Jordan City would deed the bank and bed of the new channel to FFSL. The conservation agreement would then be amended a second time, removing the conservation easement off that portion of the property to be transferred to FFSL as is required by State law.</p> <p>The Final EA has been modified to recognize the conservation easement and the limitations it places on future development. FFSL has made a preliminary review of the proposed project and has suggested that the preferred alternative is substantially consistent with the conservation easement with the exception of hard surface trails. Therefore, the EA has been changed to replace paved trails with crushed gravel surface trails or similar material. The intent of which is to make the trails compliant with the conservation easement but still provide the firmness and stability so that individuals of all abilities will have access and to the project area. The project will not be implement until after FFSL has made an official determination as to the consistency of the proposal with the conservation easement.</p>	6

Comment	Letters with This Comment
Proposed Project Does Not Provide Ecological Restoration	
<p>Representative Comments:</p> <p><i>“By changing and building on one of the last open areas in the valley to build a “recreational area” this will drastically hurt the natural ecosystem, structure, function, and will change the river from his natural condition. This will not restore the aquatic and terrestrial ecosystem by putting in a fishing pond.”</i></p> <p><i>“I understand how river restoration will bring in more wildlife in the form of birds but don't understand how a fishing pond along with trails, bringing in foot traffic accomplishes ecological restoration.”</i></p> <p><i>“Why does the proposed re-alignment of the river still retain the "Big Bend"? ie. How is that alignment any better than the current alignment?”</i></p> <p>Response: Restoring degraded ecosystem structure, function, and dynamic processes of the river to a more natural condition is the underlying need for this project. However, an associated project purpose is to provide compatible outdoor recreational opportunities that are currently limited in the community. These include the construction of a 4-acre fishing pond, trails, a viewing platform, educational and interpretive facilities, picnic, parking and restrooms. The preferred alternative provides the greatest opportunity for habitat restoration while still providing an appropriate balance between habitat restoration and compatible recreation as described in Page 9 of the Final EA.</p>	5
Increased Use of Millrace Road Area	
<p>Representative Comments:</p> <p><i>“The project will drive a large amount of traffic to our neighborhood on 8600 S. and there is no place for cars to park for a long, extended period of time. The neighborhood cannot take the increase of traffic it is already congested. The slope of the road, and the curve make it already a dangerous situation. There is no off-street parking, the only parking is on the street on this curve and that is very limited and it makes visibility a real problem.”</i></p> <p><i>“Why would you put a picnic area on the far north side of the fishing pond and not where the public access is on near the parking lot? This will drive a large amount of traffic to our neighborhood on 8600 S. and there is no place for cars to park for a long extended period of time. Public will park as close as they can to picnic area to minimize haul distance.”</i></p>	15

Comment	Letters with This Comment
<p><i>“I’m tired of all the trash (beer cans and general garbage left) bumped in the street and in my yard due to the increased “people traffic”.”</i></p> <p>Response: As suggested by several commenters, the picnic area has been relocated adjacent to the parking area. We concur with the commenters, that this will tend to alleviate some of the demand from the public to park along Millrace Road as most users intending to use the picnic site will enter from 90th South and use the parking area. As previously mentioned, one of the primary purposes of the project is to provide outdoor recreational opportunities, compatible with the project’s habitat restoration goal, to the local community. While the public access point on Millrace may attract some additional vehicle traffic, the access will also be an important asset to the local community, particularly youth within the community who might not otherwise have an opportunity to connect with the natural environment.</p> <p>While not part of the restoration project, the City of West Jordan will manage the vegetated areas near the public access point to make them less attractive to those portions of the public using this area for questionable activities.</p>	
<p>Project Design</p>	
<p>Representative Comment:</p> <p><i>“Why are you placing a viewing platform directly behind my house to see the canal? If the public wants to see the canal, they can do so by going over to the bridge that connects the Jordan Park Trail to the neighborhood access off Millrace Bend Road.”</i></p> <p><i>“Increasing traffic into that area I see as a huge risk and safety issue for children falling into and drowning into the canal. If people want to see the canal they can access it safely by using the bridge that connects the neighborhood to the Jordan Park Trail.”</i></p> <p>Response: The viewing platform and associated trail depicted in Figure 4, Alternative 1 Map of the Draft EA was incorrect. This feature should have been identified as a pumphouse that would house and electric pump to deliver water from the North Jordan Canal to the pressurized irrigation system. After consideration of comments from the public, the pumphouse has been moved to the southeast side of the urban pond to minimize visual and noise impacts to the residential area west of the North Jordan Canal. Further design on the facilities and design of the pump house will be completed along with other details identified by stakeholders and the public.</p>	<p>9</p>
<p>Representative Comment:</p>	<p>1</p>

Comment	Letters with This Comment
<p><i>“The design lacks trail around the entire pond. If you don’t build one, the public will.”</i></p> <p>Response: We concur with the comment and the trail will be modified to circumnavigate the pond.</p>	
<p>Representative Comment: Why the many different trails branching off of the Jordan River Parkway Trail? If people want to go walking, that is what the Jordan River Parkway Trail is for. We do not need more places for people to walk through.</p> <p>Response: Providing compatible outdoor recreational opportunities is one of the primary purposes for the project. Trails provide access to the project area to individuals of all different ages and abilities. Trails are a necessary feature to help manage public use by directing the public to those areas with the necessary infrastructure (restrooms, garbage, interpretive features . . .) and away from sensitive areas where public use is not encouraged (nesting areas). We believe the preferred alternative provides the right mix of trails that provide a range of opportunities to the public while still protecting sensitive habitat.</p>	1
Project Funding and Management	
<p>Representative Comments:</p> <p><i>“Who will be maintaining and cleaning up the picnic area, the restrooms, and the pond area?”</i></p> <p>The City will be maintaining the site with a regular employee and seasonal workers. The area will be open to the public during set hours with a gate located in the front of Rocky Mountain Power’s substation to control access to the Habitat. In addition, any access gate on the 8600 S side will be locked at night.</p> <p><i>“Will police or city workers monitor the area to keep it safe, free from graffiti, drugs, etc.? “</i></p> <p>Response: West Jordan City Police and Fire officials are involved in the planning of the project to ensure public safety by using Crime Prevention Through Environmental Design objectives. These objectives include creating a landscape that City workers and police can manage for the public safety and ecological conditions explained in the benefits discussion. As the project is implemented city workers will have a daily presence at the site. Police and Fire will be available on a needed basis.</p>	8
<p>Representative Comment:</p>	4

Comment	Letters with This Comment
<p><i>“How is the project being funded?”</i></p> <p>We anticipate the project will be funded through various grants and West Jordan funds. Currently the following funds have been committed to the fishery construction:</p> <p>Secured Funding: Salt Lake County Tourism, Recreation, Cultural, and Community enhancement Funds: \$750,000 (\$250, 000 per year for 3 years) Approved Utah Watershed Restoration Initiative (UWRI) FY2019: \$113,000 Approved Utah Outdoor Recreation Grant FY2019: \$150,000 Approved West Jordan Parks Budget: \$350,000 Requested for 5 years US Fish and Wildlife Service Sharon Steel Natural Resource Damage Assessment: \$805,000 Approved</p> <p>Anticipated funding requests include: UWRI FY2020: \$125,000 Utah Outdoor Recreation Grant: \$150,000 Utah Division of Water Quality (UDWQ) Target Basin NPS/319 FY2020: \$150,000 Utah Recreation Trails Program Funds FY 2020: \$75,000 JRC Corridor Funds FY 2020: \$95,000</p>	
<p>Representative Comments:</p> <p><i>“Heavy construction equipment, loud noise, paving roads, digging holes, building bathrooms, will drive the wildlife out.”</i></p> <p><i>“Love seeing the many herds of deer, foxes, ducks, geese, hawks, pheasants, muskrats, pelicans, and many, many birds. This is one of the main reasons we moved to the area. The huge increase in people will also drive the wildlife out and have a negative effect on the terrestrial ecosystem.”</i></p> <p>Response: The underlying need for the restoration project is to restore habitat impacted by prior human alterations of the river corridor. We believe moving the river and reconnecting it to its floodplain along with an aggressive revegetation program will substantially improve wildlife habitat and result in a net benefit to wildlife even with the public use and associated recreation features. Providing opportunities for the public to connect with the natural environment, including wildlife observation, is a desired and anticipated outcome of the project. Public use of sensitive areas will be discouraged by educational signing, fencing and landscaping. We concur that there may be temporary impacts during construction</p>	<p>11</p>

Comment	Letters with This Comment
<p>but believe these impacts will be very short term in nature with resident wildlife being displaced to nearby habitat on adjacent properties.</p>	
<p>Safety</p>	
<p>Representative Comments:</p> <p><i>“Safety is my biggest concern! Since the building of the park trail, we have seen an increase of questionable activity in the area. There’s more drug activity in the area.”</i></p> <p><i>“Project will attract increased use by homeless population.”</i></p> <p>Homelessness is a difficult problem that all our communities are struggling with, including here in the Salt Lake Valley. Recent efforts to decentralize services for the homeless population may have increased use along the Jordan River. Regardless of the reason, we have been working closely with the West Jordan City police department and Salt Lake County Health Department to patrol and manage use in the Big Bend area and to help find services for those who might need it. We believe an increased management presence by West Jordan City and public use of the project area by the general public will tend to discourage people from establishing camps within the project. The public restroom will be equipped with a self-locking mechanism that will automatically lock the door in the evening and re-open again in the morning so as not to attract overnight use of the project area.</p> <p>While not part of the restoration project, the City of West Jordan will manage the vegetated areas near the public access point to make them less attractive to those portions of the public using this area for questionable activities.</p>	<p>4</p>
	<p>1</p>
<p>Project Support</p>	
<p>Representative Comments:</p> <p><i>“Public access by a road along the power station would, in my opinion, make the area safer due to increased numbers of people.”</i></p> <p><i>“I enthusiastically support the River Restoration project and would love to see West Jordan City implement the first alternative under consideration.”</i></p>	<p>3</p>

APPENDIX 6

Draft EA Comment Letters



United States Department of the Interior



FISH AND WILDLIFE SERVICE Mountain-Prairie Region

IN REPLY REFER TO
FWS/R6/ES/UT
06E23000-2018-
CPA-0029

Utah Ecological Services Field Office
2369 West Orton Circle, Suite 50
West Valley City, Utah 84119

APR 27 2018

Mr. Richard Mingo
Utah Reclamation Mitigation and Conservation Commission
500 South 230 East, Suite 230
Salt Lake City, UT 84102

Subject: Big Bend of the Jordan River Habitat Restoration and Federal Land Transfer Draft Environmental Assessment

Dear Mr. Mingo:

We reviewed your Big Bend of the Jordan River Habitat Restoration and Federal Land Transfer Draft Environmental Assessment (EA). The City of West Jordan and Utah Reclamation Mitigation Conservation Commission propose to create and modify riparian and upland habitat along a reach of the Jordan River in Salt Lake County, Utah.

Pursuant to the National Environmental Policy Act (42 U.S.C. 4321-4347), the Migratory Bird Treaty Act (16 U.S.C. 703-712), the Bald and Golden Eagle Protection Act (16 U.S. C. 668-668c), and the Fish and Wildlife Coordination Act (16 U.S.C. 661-666c), we have the following comments relative to fish and wildlife resources for this project.

We recommend that you incorporate the following measures into your project description to conserve migratory birds:

- a. Any ground-disturbing activities or vegetation treatments should be performed before migratory birds begin nesting or after all young have fledged;
- b. If activities must be scheduled to start during the migratory bird breeding season, steps should be taken to prevent migratory birds from establishing nests in the potential impact area. These steps could include covering equipment and structures and use of various excluders (e.g., noise). Birds can be hazed to prevent them from nesting until egg(s) are present in the nest. Do not haze or exclude nest access for eagles and threatened or endangered species;
- c. If activities must be scheduled during the migratory bird breeding season, a site-specific survey for nesting birds should be performed starting no more than 7 days prior to ground-disturbing activities or vegetation treatments.

- Birds with eggs or young cannot be hazed, and nests with eggs or young cannot be moved until young are no longer dependent on the nest. Confirmation that all young have fledged should be made by a qualified biologist; and,
- d. If nesting birds are found during the survey, appropriate spatial buffers should be established around nests. Vegetation treatments or ground-disturbing activities within the buffer areas should be postponed until the birds have left the nest. Confirmation that all young have fledged should be made by a qualified biologist.

We recommend the use of the *Utah Field Office Guidelines for Raptor Protection from Human and Land Use Disturbances* (Romin and Muck 2002) to provide consistent application of raptor protection measures and full compliance with environmental laws regarding raptor protection. We provide recommendations for raptor surveys and conservation measures in the Guidelines to ensure that proposed projects will avoid adverse impacts to raptors. Locations of existing raptor nests should be identified prior to the initiation of project activities. Appropriate spatial buffer zones of inactivity should be established during crucial breeding and nesting periods relative to raptor nest sites or territories. Raptor arrival at nesting sites can occur as early as December for certain species. Nesting and fledging can continue through August.

Finally, the project includes removal of large cottonwood trees. We recommend that you leave native riparian trees intact to conserve habitat for migratory bird species.

We appreciate the opportunity to comment on the EA. If you require further assistance or have questions about our comments, please contact Stephanie Graham, Fish and Wildlife Biologist, at (801) 975-3330 x 138, or email Stephanie_graham@fws.gov.

Sincerely,



Larry Crist
Utah Field Supervisor



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
*Lieutenant
Governor*

Office of the Governor
PUBLIC LANDS POLICY COORDINATING OFFICE

KATHLEEN CLARKE
Director

May 8, 2017

Submitted via electronic mail: rmingo@usbr.gov

Richard Mingo
Utah Reclamation Mitigation and Conservation Commission
500 South 230 East, Suite No. 230
Salt Lake City, Utah, 84102

Subject: **Big Bend of the Jordan River Habitat Restoration and Federal Land Transfer Draft Environmental Assessment**
RDCC Project No. 63142

Dear Mr. Mingo:

The State of Utah appreciates the opportunity to review and comment on the Big Bend of the Jordan River Habitat Restoration and Federal Land Transfer Draft Environmental Assessment. The State supports the proposed action. The Division of Forestry, Fire and State Lands provided the following comments for your consideration.

The bed of the Jordan River is considered sovereign land of the State of Utah and is managed by the Division of Forestry, Fire and State Lands (FFSL). In addition to obtaining a stream alteration permit; this action will require prior authorization from FFSL. FFSL also holds a conservation easement on the upland property and has found that some of the project details are not consistent with the permitted uses found in the conservation easement. FFSL looks forward to meeting with Utah Reclamation Mitigation & Conservation Commission to discuss the details of this project as soon as possible.

Please direct any other written questions regarding this correspondence to the Public Lands Policy Coordinating Office at the address below, or call to discuss any questions or concerns.

Sincerely,

Kathleen Clarke
Director



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] 8600 South (Jordan River Big Bend Restoration)

1 message

Sat, Mar 31, 2018 at 2:04 PM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

My name is [REDACTED] and I live at [REDACTED] in West Jordan. I am totally in favor of Alternative # 1 for the following reasons.

- 1 -- My friend Duane Richardson donated that land to the U.S. Government for this purpose.
- 2 -- I can see much of that land from my backyard.
- 3 -- I walk on that section of the Jordan River Trail nearly everyday.
- 4 -- There are deer living in that area which might explain why we hear gun shots occasionally, especially at night.
- 5 -- Public access by a road along the power station would, in my opinion, make the area safer due to increased numbers of people.
- 6 -- I have been to a number of ponds from 4800 S to 11400 S along the Jordan River Trail and they are great.
- 7 -- A public restroom in this area along the trail is actually needed.
- 8 -- I have lived in West Jordan for 68 years.

Thank you and good luck

[REDACTED]



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] restoration of big bend jordan river proposal

1 message

Mon, Apr 9, 2018 at 11:17 PM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Mr. Mingo:

My name [REDACTED] I live at [REDACTED] [West Jordan, Utah](#). I enjoy the wild and undeveloped big bend area everyday. It is why I moved here. I was told the Richardson family sold the big bend river bottoms to the federal government under a conservation easement so that it would remain wild and undeveloped forever. The letter I received from Mark Holden shocked and horrified me. It leaves me with lots of questions. Please help me by answering any questions that you can.

1- Whose idea was this? (it's a terrible idea) and who is pushing for it?

2-Where is the money coming from?

3-Why does the proposed re-alignment of the river still retain the "big bend"? ie. How is that alignment any better than the current alignment? If it is to be re-aligned, why not select a path that eliminates the "big bend" eg. divert from the existing channel just east of the power company substation and then meander through the area where the fishing pond is proposed to be so that it can join the existing river channel on the west side of the tailings mound without having another sharp bend?

4-How is a public fishing pond "restoration" or "conservation"? There was never a fishing pond there in the past. And by the way, there is already a large fishing pond at the north end of the big bend at the southeast corner of the tailings mound.

5-How does creating a park, which will obviously bring lots more people into the river bottoms, enhance or benefit aquatic or terrestrial ecosystem functions? There is, and always has been, a sizable deer herd that lives in this area. Foxes, pelicans, great blue herons, skunks, muskrat, ducks, geese, pheasants, hawks, kestrels all thrive here because there are very few people out there. Heavy construction equipment making lots and lots of noise - the animal populations will be driven out. Even if they make it through the construction - the resulting paved road, trails, parking lot, restrooms, and lots more people . . . well, it is not hard to see that all of these things will have a negative not a positive effect on the terrestrial ecosystem. We will never see the deer and the foxes again.

6-Why are the items in the proposal which will attract the most people (the fishing ponds, the viewing platform, the picnic area, etc.) on the very northernmost end of the property - when the public access is from the south? There is a public access walking path on the north end right next to my home, but there is no place for cars to park and 8600 S cannot take the increased traffic. Why not put the fishing ponds, viewing platform and picnic areas on the southeast end where people are expected to drive in and use the proposed parking lot? Doing so would minimize the negative effect on the animal population and on the neighborhood.

After I got the letter, I checked the county records and it appears that the Richardson family sold the property to the "Trust for Public Lands" who then sold the property to the US government's "Utah Reclamation Mitigation and Conservation Commission." I believe the purpose and charter of both the Trust for Public Lands and the Reclamation Mitigation and Conservation Commission is to preserve and conserve wild open space - not to develop parks for public recreation. Am I mistaken about that? Mr. Holden's letter says, "Restoring both aquatic and terrestrial ecosystem functions is the underlying purpose of the project." However, it seems to me that the actual underlying purpose of the project is to develop a city park so that lots more of the city's residents can enjoy the use of

4/10/2018

DEPARTMENT OF THE INTERIOR Mail - [EXTERNAL] restoration of big bend jordan river proposal

this land. This of course is not a bad or evil purpose but, according to Mr. Holden, it is not the purpose of the, nor is it consistent with the goals of the Trust for Public Land or the Reclamation and Conservation Commission project.

I look forward to your response. I would love to have you or someone from West Jordan City come here to our neighborhood and meet with me and my neighbors and answer our concerns.

You can email me back or call me at [REDACTED]

[REDACTED]



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Proposed Restoration of Jordan River Near 8600 S. in West Jordan

1 message

Tue, Apr 10, 2018 at 6:32 PM

To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Mr. Mingo,

My name is [REDACTED], and I live at [REDACTED] [West Jordan, Utah](#). One of the biggest reasons why I decided to move to this area was the beautiful undeveloped area behind my house. I was told that this land was protected and would never be developed. The Richardson family sold the Big Bend River Bottoms to the federal government under a conservation easement so that it would remain undeveloped and wild forever. This was a huge draw for me knowing I could; along with others enjoy the wildlife forever and the land would never change. Everyday I love seeing the many herds of deer, foxes, ducks, geese, hawks, pheasants, muskrats, pelicans, and many, many birds.

When I received the letter from Mark Holden I was shocked and very unhappy about the proposed plan to build a fishing pond, a parking lot, a picnic area, trail heads, etc. As stated in your letter the proposed restoration site is, "one of the last remaining large undeveloped sections of land within the Jordan River corridor." By changing and building on one of the last open areas in the valley to build a "recreational area" this will drastically hurt the natural ecosystem, structure, function, and will change the river from his natural condition. This will not restore the aquatic and terrestrial ecosystem by putting in a fishing pond.

Here are some questions I have:

1. Why would you put a picnic area on the far north side of the fishing pond and not where the public access is on the south side by the parking lot? The parking lot and picnic area should be together. If not, this will drive a huge amount of traffic to our neighborhood on 8600 S. and there is no place for cars to park for an extended period of time and the neighborhood cannot take the increase of traffic. If you place the park on the north side, people will park in our neighborhood so they do not have to haul their food, coolers; fishing gear, etc. clear across the area to eat. The picnic area should be on the south side by the parking lot and public access.
2. Who will be maintaining and cleaning up the picnic area, the restrooms, and the pond area?
3. Will police or city workers monitor the area to keep it safe, free from graffiti, drugs, etc.?
4. Where is the money coming from to pay for all of this?
5. Why are you placing a viewing platform directly behind my house to see the canal? If the public wants to see the canal, they can do so by going over to the bridge that connects the Jordan Park Trail to the neighborhood access off of Millrace Bend Road. The canal property has always been private property and there is no need to open up this area to the public when they can see the canal from a bridge that has already been built.

6. How does creating a recreation area, picnic area, a pond, paved roads, trails, bathrooms, etc. enhance or benefit aquatic or terrestrial ecosystem functions? There has been a large amount of wildlife such as deer, foxes, ducks, geese, hawks, pheasants, muskrats, pelicans, and birds due to the low population of people in the area. Heavy construction equipment, loud noise, paving roads, digging holes, building bathrooms, will drive the wildlife out. The huge increase in people will also drive the wildlife out and have a negative effect on the terrestrial ecosystem.

What are the next steps in the proposal process, as I want to be aware of any other opportunities that I can share my concerns and ideas before a final decision is made?

Thank you so much for your time.

I'm looking forward to your response.





Mingo, Richard <rmingo@usbr .gov>

[EXTERNAL] Big Bend of the Jordan River River Restoration Project

1 message

Sat, Apr 14, 2018 at 4:46 PM

[REDACTED]
To: rmingo@usbr.gov

Dear Mr. Mingo:

My name is [REDACTED] and I live in West Jordan on 8600 South near the area under consideration for this project. The Jordan River Trail System is such a wonderful addition to our neighborhood and a treasure all along the river way.

As such, I enthusiastically support the River Restoration project and would love to see West Jordan City implement the first alternative under consideration. Alternative one creates the greatest amount of wetland area and does the most to restore the river to it's original flood plain. With green space rapidly diminishing in Salt Lake County, this is an opportunity for the city to create a lasting area that provides a refuge for the many species of birds that frequent our neighborhood due to it's proximity to the river.

I hope the city seizes this opportunity to further improve the river way.

Thank you for welcoming public input on this project!

Have a great day,
[REDACTED]



Mingo, Richard <rmingo@usbr .gov>

[EXTERNAL] Restoration of Big Bend Jordan River Proposal Near 8600 S.

1 message

Wed, Apr 18, 2018 at 6:24 PM


to: rmingo@usbr.gov

Mr. Mingo,


I am writing to express some concerns about the Restoration Big Bend Proposal near 8600 S. in West Jordan. As a resident of 8600 S. I am concerned about having the picnic area at the far north side of the fishing pond and not where the public access is on the south side by the parking lot. I feel the parking lot and picnic area should be together, not on opposite sides of each other. Otherwise, this will drive a large amount of traffic to our neighborhood on 8600 S. and there is no place for cars to park for a long extended period of time. The neighborhood cannot take the increase of traffic. If the picnic area is placed on the north side where you currently have it on your map, people will park in our neighborhood so they do not have to haul their coolers and fishing gear clear from the parking lot on the south side to the to the picnic area on the north side. The picnic area should be on the south side by the parking lot and public access.

Second, I am concerned about the trail access/view point to the canal near our homes. The bridge that connects the neighborhood to the Jordan Park Trail is a great way for people to see and explore the canal. I feel there is no need to open up an access point of land behind our homes to the public.

Third, who is going to be maintaining, patrolling, and keeping the area safe from the homeless whom already live in the River Bottoms? The up keep to the access of the Jordan River Trail from 8600 S. is horrible and has not been well maintained since it was built. Therefore the likelihood of maintaining the Big Bend Jordan River Proposal is very low in my mind.

Lastly, there has been a huge amount of wildlife such as deer, foxes, ducks, geese, hawks, pheasants, muskrats, pelicans, and birds due to the low population of people in the area. We love seeing the wildlife and were told this area would never be developed or built on. Heavy construction equipment, loud noise, paving roads, digging holes, building bathrooms, will sadly drive the wildlife out. The huge increase in people will also drive the wildlife out and have a negative effect on the terrestrial ecosystem.

Please let me know what the next steps are in your proposal process. I would like to express my concerns before a final plan is made.

Thank you,




Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Jordan River access

1 message

Thu, Apr 19, 2018 at 10:26 AM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Richard,

I'm of the understanding that there is a plan to place picnic tables and restrooms on the Jordan river parkway by the 8600 south access point. I live on 8600 South and since the opening of the walkway, there has been a tremendous amount of activity on this street. Quite frankly, I'm tired of all the trash (beer cans and general garbage left) bumped in the street and in my yard due to the increased "people traffic". As you may know, 8600 South narrows and only allows one car to get by at a time. By adding a picnic area, this poses a real parking issue, not to mention a serious hazard. The city has tried for years to widen the road, but we strongly oppose, mainly because it makes 8600 south a real drag strip for cars to race down.

Thank you for your consideration

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Restoration Big Ben Proposal - West Jordan, UT

1 message

Thu, Apr 19, 2018 at 9:58 AM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Dear Mr. Mingo,

I am writing to convey several concerns in regards to the Restoration Big Bend Proposal near 8600 South and Millrace Bend Road in West Jordan, UTAH.

First, as a resident of the outlying neighborhood, I am concerned about the proposed placement of the picnic area at the far north side of the fishing pond and not where the public access is on the south side by the proposed parking lot. The parking lot and picnic area should be together, not on opposite sides of each other; otherwise, this will drive a large amount of traffic to the neighborhood on 8600 South. 8600 South is a very narrow road and in some places, I have to stop and let traffic heading the opposite direction (east and westbound) go first while I wait because two cars going in opposite directions cannot drive through at the same time. This is a residential neighborhood and there are no places for extra vehicles to park. The neighborhood cannot take the increase of traffic.

If the picnic area is placed on the north side where you currently have it on your map, people will park in the neighborhood so they do not have to haul their coolers and fishing gear, etc. clear from the parking lot on the south side to the picnic area on the north side. The picnic area should be on the south side by the parking lot where the public access is.

Second, I am concerned about the trail access/view point to the canal behind the homes on Millrace Bend Road. The current bridge that connects the neighborhood to the Jordan Park Trail is a great way for people to see and

explore the canal. I feel very strongly there is no need to open up an additional access point of land behind the homes located on Millrace Bend Road to the public. If this area was opened up to the public, little children could easily fall into the canal and drowned.

Third, who will maintain, patrol, and keep the area safe from the homeless whom already live in the River Bottoms? Who will be paying for all of this? The maintenance and upkeep to the current access of the Jordan River Trail from 8600 South is terrible and has not been well maintained since it was built. There are constantly weeds, dandelions, etc. on the north side due to no weed block being laid and also the grass is full of weeds. Multiple trees have died and the neighbors are the ones who have had to request mulch to West Jordan City to have the trees replaced with new ones. Finally, through a neighborhood boy's Eagle Project, we were able to get the dead trees out which were an eyesore and replace them with new ones. My thoughts are that the Big Ben Jordan River Proposal will also not be maintained, patrolled, and kept safe.

Fourth, there has been a huge amount of wildlife such as deer, foxes, ducks, geese, pelicans, and birds due to the low population of people in the area. We love seeing the wildlife as we walk on the park trail and were told this area would never be developed or built on. Heavy construction equipment, loud noise, paving roads, digging holes, building bathrooms, etc. will sadly drive the wildlife out. The huge increase in people will also drive the wildlife out and have a negative effect on the terrestrial ecosystem.

Please let me know what the next steps are in your proposal process. I would like to express my concerns before a final plan is made and would like to meet with you along the the rest of our outlining neighborhood in regards to these concerns. I look forward to hearing back from you promptly. Thank you very much!

4/19/2018

DEPARTMENT OF THE INTERIOR Mail - [EXTERNAL] Restoration Big Ben Proposal - West Jordan, UT





Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Big Bend project on the Jordan River

1 message

Thu, Apr 19, 2018 at 1:56 PM

To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Cc: dean ellis <deanbellis@hotmail.com>, Alisha Johnson <lish_am@hotmail.com>

Dear Mr. Mingo,

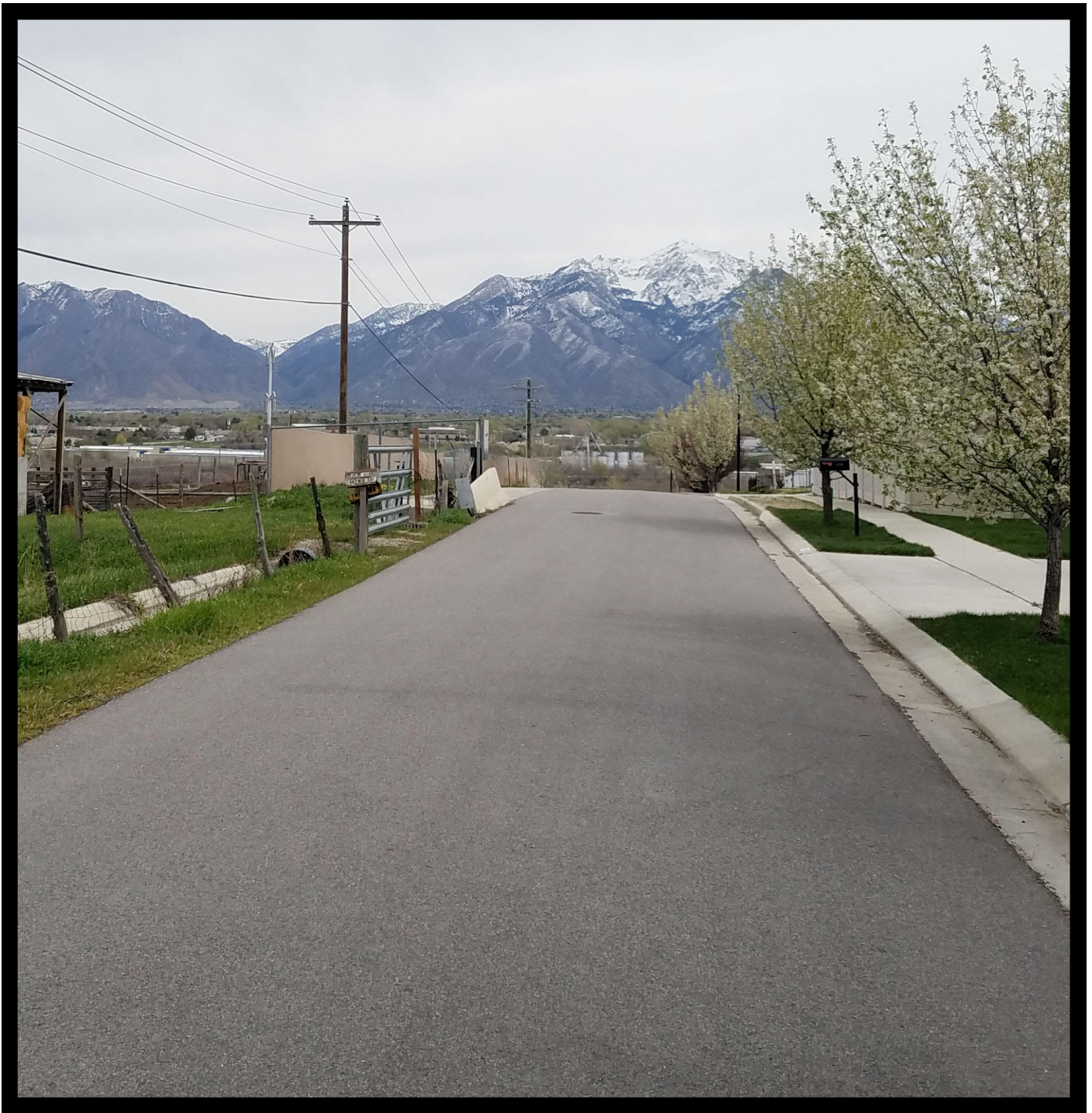
I am writing this email to express my concerns about the proposed project on the Big Bend area of the Jordan River.

My main concern is the safety issue created by putting a picnic area near the 8600 neighborhood access trail. Putting the picnic area in this location, it will encourage people to park on Millrace Bend Road, which is already, in some spots, a one lane road. This road already has some safety issues without adding additional traffic and parking. The slope of the road, and the curve make it already a dangerous situation for the young kids that live on this street. Many families in the area use this access to get to the Jordan River trail, so we already have lots of foot traffic, and kids on bikes on this dangerous part of the road.

There is no off street parking, the only parking is on the street on this curve and that is very limited and it makes visibility a real problem.



This picture shows the curve of the road, with the trail access right in the middle of the curve. (top right of this picture).



The picture above shows the part of 8600 South, right before the curve, that is a one lane road.

Another safety issue that I see with the proposed plan, is the trail leading from the Jordan River parkway trail to the North Jordan Canal. I'm not sure what the point of that trail leading to the canal is. I would appreciate it if someone could explain to me why there is trail that parallels the existing access off of 8600. Is there going to be a picnic area, playground, what is the intent of the random trail to the canal? Those are my two main safety concerns.

I'm worried about the homeless population that currently live in the area where the proposed bank stabilization/beach is purposed. Is there a plan as to where that population is going to go?

There is a deer herd, among other wild animals that lives in this area that will be affected by the purposed fishing lakes and trails. All of the pictures included here are taken by me in the big bend

area right behind my home.



It's not a safety issue, but I would sure be sad to see that deer herd displaced to make room for fishing ponds, where there is already access to a great fishing area right off 700 West, where the bend is currently. Also, fishing in the river is still an option that people are currently using.



I love this area of the valley, and I'm all for any improvements, as long as that is what they are, improvements.

The following statement found under the tab "project purpose" on the Mitigation Commission's website makes me a little nervous.

Lands owned by the United States would be transferred to the City of West Jordan and to the State of Utah Forestry, Fire and State Lands and would be managed for ecological restoration and compatible recreational uses.

I'm nervous about transferring the land owned by the United States to the City of West Jordan would make it so there is one less step in making sure this land is kept in a natural state. I would like to know why the property would need to be transferred, and if it is, how that would affect the development of that land in the future.

If it is decided that the fishing ponds are a good idea, and would "restore the degraded ecosystem structure, function, and dynamic processes of the river to a more natural condition. The proposed action and alternatives would help restore both aquatic and terrestrial ecosystem functions and would improve both aquatic and terrestrial habitat over what currently occurs on-site, which is the underlying purpose for the project." would you please consider moving the picnic area, and restrooms to the south end of the project where the parking and access road are going to be located, thus having less of an impact on the residents living in the adjacent neighborhood? Unless there is a reason for the purposed trail from the Jordan River Parkway to the canal, would it be possible to eliminate that? I noted too, that there is a purposed trail where there are currently horses in a pasture owned by Rocky Mountain Power. If you eliminated the trail in that area, we would be able to have the horses stay, which is a fun element of that area of the trail.

Thank you for taking me t o read my comments. If there is someone I could talk to about my quesons and concerns, would you please give me their contact informaon.

Thanks again for you help with this.





Mingo, Richard <rmingo@usbr.gov>

Re: [EXTERNAL] Restoration Big Ben Proposal - West Jordan, UT

1 message

Thu, Apr 19, 2018 at 1:44 PM

[REDACTED]
To: "Mingo, Richard" <rmingo@usbr.gov>
Cc: Brad Johnson <bpjohn76@gmail.com>

Mr. Mingo,

Thank you for your quick response. I believe you have misunderstood one of my concerns. I never meant to imply that there was a third access point. I am concerned about the existing Jordan Park Trail access off of 8600 S. and that there is ZERO PARKING in this residential neighborhood. What I was concerned about is if they place the picnic area (which is indicated on all the maps) on the North side closest to the existing park trail (bridge) access off of 8600 S. it will be a nightmare. The neighborhood cannot be a place for people to line up on both sides of the residential street to get to this picnic area. This is not acceptable! This is why I proposed that the picnic area needs to be MOVED by the proposed parking lot on the South side by the Rocky Mountain Power Station with access off of 90th South.

Hope this clarifies my concerns. Please respond back and let me know if you have any questions.

[REDACTED]
From: Mingo, Richard <rmingo@usbr.gov>
Sent: Thursday, April 19, 2018 10:28 AM

[REDACTED]
Subject: Re: [EXTERNAL] Restoration Big Ben Proposal - West Jordan, UT

[REDACTED] - Thanks for your comments. Both you and [REDACTED] mentioned a concern for an additional access point in the 8600 S. area. Just to clarify, there is no proposal to add an additional access point in this area. The proposal is to use the existing bridge and access point as access to the project area. So under alternatives 1 and 2 there would be a new parking area just north of the Rocky Mountain Power sub-station, as well as the existing access via the Jordan River Parkway Trail or the Millrace 8600 access point. Under alternative 3, there would be no new parking, just the existing access points the Jordan River Parkway Trail or the Millrace 8600 access point. If you hear otherwise from your neighbors, please set them straight.

Thanks,

Richard Mingo | Utah Reclamation Mitigation & Conservation Commission
230 South 500 East Suite 230 | Salt Lake City, Utah 84102
p. 801.524.3168 | c. 801.884.6130 | rmingo@usbr.gov

[REDACTED] wrote:

Dear Mr. Mingo,

I am writing to convey several concerns in regards to the Restoration Big Bend Proposal near 8600 South and Millrace Bend Road in West Jordan, UTAH.

First, as a resident of the outlining neighborhood, I am concerned about the proposed placement of the picnic area at the far north side of the fishing pond and not where the public access is on the south side by the proposed parking lot. The parking lot and picnic area should be together, not on opposite sides of each other; otherwise, this will drive a large amount of traffic to the neighborhood on 8600 South. 8600 South is a very narrow road and in some places, I have to stop and let traffic heading the opposite direction (east and westbound) go first while I wait because two cars going in opposite directions cannot drive through at the same time. This is a residential neighborhood and there are no places for extra vehicles to park. The neighborhood cannot take the increase of traffic.

If the picnic area is placed on the north side where you currently have it on your map, people will park in the neighborhood so they do not have to haul their coolers and fishing gear, etc. clear from the parking lot on the south side to the picnic area on the north side. The picnic area should be on the south side by the parking lot where the public access is.

Second, I am concerned about the trail access/view point to the canal behind the homes on Millrace Bend Road. The current bridge that connects the neighborhood to the Jordan Park Trail is a great way for people to see and explore the canal. I feel very strongly there is no need to open up an additional access point of land behind the homes located on Millrace Bend

Road to the public. If this area was opened up to the public, like children could easily fall into the canal and drowned.

Third, who will maintain, patrol, and keep the area safe from the homeless whom already live in the River Bottoms? Who will be paying for all of this? The maintenance and upkeep to the current access of the Jordan River Trail from 8600 South is terrible and has not been well maintained since it was built. There are constantly weeds, dandelions, etc. on the north side due to no weed block being laid and also the grass is full of weeds. Multiple trees have died and the neighbors are the ones who have had to request multiple times to West Jordan City to have the trees replaced with new ones. Finally, through a neighborhood boy's Eagle Project, we were able to get the dead trees out which were an eyesore and replace them with new ones. My thoughts are that the Big Ben Jordan River Proposal will also not be maintained, patrolled, and kept safe.

Fourth, there has been a huge amount of wildlife such as deer, foxes, ducks, geese, pelicans, and birds due to the low population of people in the area. We love seeing the wildlife as we walk on the park trail and were told this area would never be developed or built on. Heavy construction equipment, loud noise, paving roads, digging holes, building bathrooms, etc. will sadly drive the wildlife out. The huge increase in people will also drive the wildlife out and have a negative effect on the terrestrial ecosystem.

Please let me know what the next steps are in your proposal process. I would like to express my concerns before a final plan is made and would like to meet with you along with the rest of our outlining neighborhood in regards to these concerns. I look forward to hearing back from you promptly. Thank you very much!

[REDACTED]

4/19/2018

DEPARTMENT OF THE INTERIOR Mail - Re: [EXTERNAL] Restoration Big Ben Proposal - West Jordan, UT



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Restoration of Big Bend Jordan River Proposal Concerns1 message

Brinton Andersen <brintona@gmail.com>
To: rmingo@usbr.gov

Mon, Apr 30, 2018 at 11:42 PM

Mr. Mingo,

My Name is [REDACTED]. I live at [REDACTED]. I have a few concerns about the proposed "restoration" of the Jordan River.

1. The biggest "benefit" that has been mentioned in this proposal is to "Create or enhance riparian, riverine, wetland and upland habitat" in the area. I understand the proposal to restore the sinuous nature of the river. I comprehend how this will bring in more wildlife in the form of birds and whatnot. What I don't understand is how introducing a 4 acre fishing pond along with trails, bringing in foot traffic accomplishes this purpose. The pond was never there, so there's nothing "natural" about it. Man-made trails were also never there. Encouraging people to walk through these areas will drive out the herd of deer and the few remaining foxes that live in the area. We have already seen a decline in deer when the park trail was built. We used to see the foxes regularly. Since the park trail was built, it's a rare occasion to see them. Increasing human activity will not be beneficial in this regard. In the proposal, there were defined areas set for recreation as well as habitat preservation. If you think the trails will set boundaries for the people using the area, I can attest they will not as we have already seen an increase of traffic in the fields after the park trail was built. There is a group of teenagers that now have access to the area to smoke. We see them regularly walk into the trees to do so. Building trails into the wooded areas will only encourage more of this.

Overall, I can't help but think there's an underlying motivation to this project, one that's either not mentioned in the proposal, or one that's been nonchalantly expressed. I hope I am wrong but the reasons expressed in the proposal don't seem to match the breadth of the planned actions.

2. Safety is my biggest concern! Since the building of the park trail, we have seen an increase of questionable activity in the area. As mentioned above, there's more drug activity in the area. We also know there's a homeless population along the Jordan river in the area. Since building the park trail, we've seen an increase of homeless traffic along the park trail as well as our street on Millrace Bend Rd. Since operation Rio Grande, we've seen an even bigger increase in homeless traffic in our area. I fear that moving the river, building a pond and building bathrooms will only encourage the homeless to visit the area, where there's running water and flushing toilets, thus making it a dangerous place for my children to visit (not only the park, but our own street as well).

There was a time when the fence at the entrance of the park trail at 8600 S was spray painted. We called the city of West Jordan to take care of the graffiti. After multiple calls and well over 2 months, it was finally taken care. I worry there won't be enough patrolling of the area by the local police. When there is an incident (because it will happen) I fear there won't be anything done in a timely manner.

3. The trail system doesn't make sense! In your proposal, you have a primary trail leading from the pond directly to our backyard... Why?! There's nothing for the public to see under the power lines. It's a bunch of weeds. In the spring, there are a few families of geese and ducks that nest along the canal bank in this exact area that I fear will be driven out with an increase of foot traffic. As mentioned above, I also fear that the trails, leading through the trees will promote more drug traffic as well.

4. Cost. Where is the money coming from to develop this land? Obviously this is a simple question that needs to be answered and I expect there to be one in the proposal. As of yet, I haven't seen one in the proposal and would like that answered.

5. Upkeep. When they put in the "park" at the entrance at 8600 S. it was well planned and beautiful. However, since then, there has been minimal upkeep. There were many dead trees the following year, where only a few of them were replaced after multiple complaints by us as well as our neighbors. The grass is seldom mowed and there's constantly weeds that are not managed. We've seen how the city of West Jordan has failed in proper upkeep of this small park. How are they going to manage this big park/pond? And where is the money coming from to do so.

6. Why is the picnic area and bathrooms planned to be built on the north side of the park at the entrance at 8600 S? First of all, with the parking lot planned to be built on the south end of the park, it would be big effort for anyone to haul their coolers to the north end... Obviously, the simple answer for these people is to park along our street (where there isn't space for parking) in front of our homes, congesting our road. Along 8600 S. there is a stretch of road that is single lane.

5/1/2018

DEPARTMENT OF THE INTERIOR Mail - [EXTERNAL] Restoration of Big Bend Jordan River Proposal Concerns

Encouraging more traffic in the area will only cause more problems with traffic congestion. It only make sense to me that the picnic area and bathrooms should be next to the proposed parking lot. This would be much more convenient for patrons using the area and it would minimize the traffic along our road. It would also keep the homeless population away from our neighborhood.

I look forward to hearing a response from you addressing the concerns I have expressed. I expect there to be more details on the proposal in which I am interested in learning the details.

Sincerely,

A solid black rectangular redaction box covering the signature area.



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Big Bend of the Jordan River Restoration

1 message

Mon, Apr 30, 2018 at 10:29 PM

To: rmingo@usbr.gov

Mr. Mingo,

My name is [REDACTED] and I have some concerns regarding the Restoration Big Bend Proposal near 8600 S. in West Jordan. I am a resident in the neighborhood and I was not excited to see the letter we received notifying us of this proposal. One reason we decided to build a house in this location was because we loved not having any houses or anything behind our house. We loved the idea of looking out our back window and seeing all the many animals including herds of deer, hawks, horses, foxes, many different species of birds, ducks, geese, and so many other animals who live in that area. I am concerned that this project will have a negative impact on all of these animals, and I fear many of them will leave. We were under the impression that the area was wetlands and would never be built on, so we are sad to hear that this is not the case. I do not see how this project will "restore aquatic and terrestrial ecosystems"; I actually see the exact opposite.

Another huge concern of mine is the location that is being proposed for the picnic area located on the far north side of the fishing pond. Why is this the location that is being proposed? A picnic area at this location would only drive more traffic into the neighborhood access. There are no public parking spots in the neighborhood, besides that of the curbsides of all of our houses. Also, 8600 S. has a very narrow area on that road where it is practically a one-lane road in that section. Increased traffic would increase a safety concern there, along with the many children there are in this area. The road where the entrance to the park trail is located is on a curve and is already a hazard area with multiple close calls to car accidents and pedestrian accidents. Once people realize there is an access point on the North end closer to the picnic area and the pond, why wouldn't you park in the neighborhood over the main parking lot to haul your stuff? The increased traffic and cars parked in the neighborhood would create a negative impact on this area. Wouldn't it make more sense to have the picnic area on the south end closer to the main public parking lot?

My third issue is the trail access/view point to the canal near our homes. I am wondering the reason behind this trail? One, there is nothing over that direction to see but the canal, which I thought was a privately owned canal. Increasing traffic into that area I see as a huge risk and safety issue for children falling into and drowning into the canal. If people want to see the canal they can access it safely by using the bridge that connects the neighborhood to the Jordan Park Trail.

My fourth issue is all the many different trails there are branching off of the Jordan River Parkway Trail. Why is there a need for this? If people want to go walking, that is what the Jordan River Parkway Trail is for. We do not need more places for people to walk through. By doing this, you would be driving out the horses that are located in one of the areas. How would this help the terrestrial ecosystem? I think it would do the exact opposite. Many of the residents of this area, especially the children, love to go see the horses and we will be extremely sad to see them leave and have them replaced by trails that lead the middle of nowhere with nothing to see.

My fifth concern is who will be maintaining the area making sure it is kept looking nice and clean? Where is the money coming from for this project and who will be continuing to finance its upkeep? Who is going to be making sure it stays a safe area?

5/1/2018

DEPARTMENT OF THE INTERIOR Mail - [EXTERNAL] Big Bend of the Jordan River Restoration

My sixth concern is about the increasing homeless population who already live in the River bottoms around this area moving closer to the pond and using this as another area hang out and to try loitering money. Would there be police patrolling this frequently to make sure this doesn't happen? We already have had an increase of homeless people roaming our neighborhood because of the park trail entrance into our neighborhood, but I fear that these numbers will increase with this attraction here.

Thank you for taking the time to read through my concerns and I am anxiously awaiting to hear back from you. I, along with many of our other neighbors, would love to meet with you regarding our concerns, ask questions, and get more educated on this project if possible?

Thank you,

[REDACTED]



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Big Bend Restoration EA

1 message

Mon, Apr 30, 2018 at 2:08 PM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Dear Richard Mingo,

My name is [REDACTED] and I live in the neighborhood adjacent to the proposed project. I find that the improvements to the area go against the very reason my parents sold this property to the Federal Government. However, I also know how these projects go, and realize that we (as the public), do not have a lot of say in the matter. (This is a formal process that you have to do in order to move the project forward.) With that being said, I have a few concerns with the poor design of this proposal:

1. Location of the picnic area: Just thinking logically, the proposed location of the picnic area is a horrible spot for anyone to haul their food. It is too far away from where you would park. (Not all coolers have wheels)
2. No parking for the Public access on 8600 S.: Currently there are many people who park their vehicles along the neighborhood street near the park trail entrance on 8600 S. With the added ponds and recreation, this issue will only get worse. I can guarantee you that my neighbors that live near that entrance do not want more cars parking in front of their homes than already do.
3. Canal Viewpoint: Why is this even being added? What is the advantage of having a better view of the canal than what is already in place with the bridge along 8600 S.? For those that live on the other side of the canal, I can only imagine that they are thrilled to have people looking into their backyards. Putting that little trail stub that leads to nowhere seems pointless.
4. No path around the pond: If you look at all the other ponds that cities have built along the Jordan River, you will see that they have a decent path/sidewalk that surrounds the pond. Most of this design has that, but it does not connect. People will make their own path around the water's edge if there is not one provided already. Build a decent walk strip that surrounds the entire pond.

Please take a look at these issues and make the adjustments necessary.

Thanks,

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Fwd: Big Bend project on the Jordan River

1 message

Thu, May 3, 2018 at 11:28 AM

[REDACTED]
To: "rmingo@usbr.gov" <rmingo@usbr.gov>[REDACTED]
Subject: Re: Big Bend project on the Jordan River

Dear Mr. Mingo,

I'm sending this email again to make sure that you received my original email regarding the Big Bend Project. Since writing this letter, I have been over to the pond right off 11400 S. I'm assuming that the proposed ponds would be similar to those. Once again, my main concern is increasing the parking on 8600 S. and Millrace Bend Road. If it is possible to move the picnic area to the south end of the project I would hope that would make the increase of traffic and parking in the neighborhood minimal.

When and how do we find out what is going to happen with this project?

Thanks for considering my concerns on this project.

[REDACTED]

[REDACTED]
Sent: Thursday, April 19, 2018 1:56 PM

To: rmingo@usbr.gov

Cc: [REDACTED]

Subject: Big Bend project on the Jordan River

Dear Mr. Mingo,

I am writing this email to express my concerns about the proposed project on the Big Bend area of the Jordan River.

My main concern is the safety issue created by putting a picnic area near the 8600 neighborhood access trail. By putting the picnic area in this location, it will encourage people to park on Millrace Bend Road, which is already, in some spots, a one lane road. This road already has some safety issues without adding additional traffic and parking. The slope of the road, and the curve make it already a dangerous situation for the young kids that live on this street. Many families in the area use this access to get to the Jordan River trail, so we already have lots of foot traffic, and kids on bikes on this dangerous part of the road.

There is no off street parking, the only parking is on the street on this curve and that is very limited and it makes visibility a real problem. This picture shows the curve of the road, with the trail access right in the middle of the curve. (top right of this picture).

The picture above shows the part of 8600 South, right before the curve, that is a one lane road.

Another safety issue that I see with the proposed plan, is the trail leading from the Jordan River parkway trail to the North Jordan Canal. I'm not sure what the point of that trail leading to the canal is. I would appreciate it if someone could explain to me why there is trail that parallels the existing access off of 8600. Is there going to be a picnic area, playground, what is the intent of the random trail to the canal? Those are my two main safety concerns.

I'm worried about the homeless population that currently live in the area where the proposed bank stabilization/beach is purposed. Is there a plan as to where that population is going to go?

There is a deer herd, among other wild animals that lives in this area that will be affected by the purposed fishing lakes and trails. All of the pictures included here are taken by me in the big bend area right behind my home.

It's not a safety issue, but I would sure be sad to see that deer herd displaced to make room for fishing ponds, where there is already access to a great fishing area right off 700 West, where the bend is currently. Also, fishing in the river is still an option that people are currently using. I love this area of the valley, and I'm all for any improvements, as long as that is what they are, improvements.

The following statement found under the tab "project purpose" on the Mitigation Commission's website makes me a little nervous.

Lands owned by the United States would be transferred to the City of West Jordan and to the State of Utah Forestry, Fire and State Lands and would be managed for ecological restoration and compatible recreational uses.

I'm nervous about transferring the land owned by the United States to the City of West Jordan would make it so there is one less step in making sure this land is kept in a natural state. I would like to know why the property would need to be transferred, and if it is, how that would affect the development of that land in the future.

If it is decided that the fishing ponds are a good idea, and would "restore the degraded ecosystem structure, function, and dynamic processes of the river to a more natural condition. The proposed action and alternatives would help restore both aquatic and terrestrial ecosystem functions and would improve both aquatic and terrestrial habitat over what currently occurs on-site, which is the underlying purpose for the project." would you please consider moving the picnic area, and restrooms to the south end of the project where the parking and access road are going to be located, thus having less of an impact on the residents living in the adjacent neighborhood? Unless there is a reason for the purposed trail from the Jordan River Parkway to the canal, would it be possible to eliminate that? I noted too, that there is a purposed trail where there are currently horses in a pasture owned by Rocky Mountain Power. If you eliminated the trail in that area, we would be able to have the horses stay, which is a fun element of that area of the trail.

Thank you for taking me time to read my comments. If there is someone I could talk to about my questions and concerns, would you please give me their contact information.

Thanks again for your help with this.





Mingo, Richard <rmingo@usbr.gov>

[EXTERNAL] Big Bend Habitat Restoration

1 message

Jim Riding <Jim.Riding@wjordan.com>
To: "rmingo@usbr.gov" <rmingo@usbr.gov>

Mon, Apr 9, 2018 at 3:49 PM

Mark,

I have been aware of this project for at least 15 years and I am very much in favor of it moving forward.

Thanks,

Jim Riding

Mayor

City of West Jordan
8000 South Redwood Rd
West Jordan, UT 84088
801-569-5100



Mingo, Richard <rmingo@usbr .gov>

[EXTERNAL] Big Bend of the Jordan River Restoration at 8600 South W est Jordan,
Utah

Gary Kearn <gary@bonnevillelivestock.com>
To: rmingo@usbr.gov

Fri, Apr 6, 2018 at 11:14 AM

Richard,

A letter dated March 28, 2018 on this restoration project came to us. We have some water rights in the area that may usefully be incorporated in the project and thought to bring them to you attention. Please review the attached letter. Thank you.

Gary

801-766-1305



Westlake letter .docx
14K