

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
WILLARD CANAL LATERAL 5.8L
WEBER BASIN PROJECT

EASEMENT ENCROACHMENT AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
AND
NILSON HOMES

This Easement Encroachment Agreement, effective upon the date of signature by Reclamation's Authorized Officer, in pursuance of the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as Reclamation Laws, among the UNITED STATES OF AMERICA and its assigns, hereinafter referred to as the United States and NILSON HOMES, hereinafter referred to as the Permittee.

WITNESSETH THAT:

WHEREAS, the United States is the Grantee of certain easements recorded in the official records of Weber County, State of Utah, hereinafter referred to as the Easement of the United States; and

WHEREAS, the Permittee has proposed to remove two (2) turnouts from the end of the Willard Canal Lateral 5.8L that are no longer needed for project purposes; and

WHEREAS, the Permittee has requested permission of the Landowner to cross the Landowner's property in such a manner as to encroach upon the Easement of the United States in a manner more particularly specified hereinafter; and

WHEREAS, the United States is willing to agree to said encroachment, upon conditions more particularly specified hereinafter;

NOW, THEREFORE, the United States hereby agrees to encroachment upon the Easement of the United States by the Permittee only to the extent and for the purposes set forth below:

The Permittee will remove two (2) turnout structures and the valves that control them, along with appurtenances, as well as remove some of the 36-inch Dixie Slough (County Drain) Lateral piping back to within one section from the vent (manhole stack) on the Lateral, then plug (seal) and block the remaining pipe. In doing this, the work must maintain the Lateral drain valve and piping into the shough.

Further, the Permittee will up-size the 36-inch County Drain with 24-feet of 48-inch pipe to allow for additional flows into the County Drain from a new development at approximate Station 27+83, near 2950 North 2725 West in Unincorporated Weber County, Utah. This work will be

accomplished using conventional construction equipment and methods. See Exhibit C thru E, attached hereto and by this reference made a part hereof.

NOTE: Weber County will continue to operate and maintain the slough to be up-sized.

The pipeline is protected by Willard Canal Lateral Easement 5.8L Tract 16 (Christensen) and Tract 7 (Davis), the location of which is in the (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 27, Township 7 North, Range 2 West, Salt Lake Base and Meridian. See Exhibit B, attached hereto and by this reference made a part hereof.

NOTE: It is expected that Nilson Land Development warranty the work to be left, and if any leaks appear where this work is to be completed, or upstream on the subject lateral with 100-feet, they shall be responsible to solve any issues, at their sole cost and expense, for a period of no less than two years with warranty the start at the commencement of the first operation season (Presumably April 15th 2026) to the warranty to end, at the end of the operating season of October 2027.

1. The federal agency is the Department of Interior, Bureau of Reclamation, represented by the officer executing this Agreement, his duly appointed successor, or his duly authorized representative.

2. The United States guidelines for agreeing to such encroachment upon the Easement of the United States are:

- a. The allowable period of construction to be at the sole discretion of the District. In no case shall the construction of these encroachments be permitted to impeded or hinder the District's ability to operate and maintain the encroached facilities.
- b. Any work done by the Permittee or its assignees pertaining to this crossing inside the easement must be approved by the District in advance to coordinate necessary protection measures of the Willard Canal Lateral system.
- c. Permittee, or its Assignees shall follow the guidelines and standards outlined in Bureau of Reclamation's "Engineering and O&M Guidelines for Crossings", a copy of which will be provided upon request or maybe acquired from Reclamation's Website at:
<https://www.usbr.gov/pn/snakeriver/landuse/authorized/crossings.pdfShoring>
- d. The Permittee or their Contractor shall notify the District no less than 48-hours in advance of the above-mentioned work so a District Inspector may be present to monitor activities.
- e. If Permittee's encroachments are negatively impacted by the District or Reclamation during operation and maintenance of the encroached Reclamation facility, it will be the applicant's responsibility to restore their utility at no expense to the District or Reclamation.

f. Additional guidelines are shown on Exhibit "A," attached hereto and by this reference made a part hereof.

3. The Permittee or its Contractor shall perform all work within the encroachment area in accordance with the plans, drawings, guidelines, and maps attached hereto, and in a manner satisfactory to the United States and the District.

4. **SEVERABILITY**: Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

5. **ILLEGAL USE**: Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

6. **TERM OF AGREEMENT – REVOCATION/TERMINATION**: This Agreement may be revoked by the United States upon thirty (30) days written notice to the Permittee: 1. For nonuse of the project lands by Permittee for a period of two (2) continuous years; or, 2. The United States determines that the Permittee's use of the land is no longer compatible with project purpose; or, 3. After failure of the Permittee to observe any of the conditions of this Agreement and on the tenth day following service of written notification on the Permittee of the termination because of failure to observe such conditions; or, 4. At the sole discretion of the United States.

7. **HOLD HARMLESS**: The Permittee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Permittee activities under this agreement.

(a) In consideration of the United States agreeing to encroachment upon the Easement of the United States by the Permittee, the Permittee hereby agrees to indemnify and hold the United States and the District, their agents, employees, and assigns, harmless from any and all claims whatsoever for personal injuries or damages to property when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use or presence of the encroachment upon the Easement of the United States, regardless of the cause of said injuries or damages; provided, however, that nothing in this agreement shall be construed as releasing the United States or the District from responsibility for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 *et seq.*) or other applicable law.

(b) In consideration of the United States agreeing to the Permittee encroaching upon the Easement of the United States, the Permittee agrees that the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property if damaged by reason

of encroachment upon the Easement of the United States by the Permittee. The Permittee hereby releases the United States and the District, their officers, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Landowner from the construction, operation, and maintenance of Project works upon said lands, provided that nothing in this Agreement shall be construed as releasing the United States or the District from liability for their own negligence. Nothing herein shall be deemed to increase the liability of the United States beyond the provisions of the Federal Tort Claims Act, Act of June 25, 1948, 62 Stat. 989 (28 U.S.C. §1346(b), 2671 *et seq.*) or other applicable law.

(c) If the maintenance or repair of any or all structures and facilities of the United States located on the easement area should be made more expensive by reason of the existence of the encroachment improvements or works of the Permittee or its Contractor, the Permittee or its Contractor will promptly pay to the United States or the District, their agents or assigns, responsible for operation and maintenance of said structures or facilities, the full amount of such additional expense upon receipt of an itemized bill.

8. **PROTECTION OF UNITED STATES INTERESTS:** The Permittee shall comply with all applicable laws, ordinances, rules, and regulations enacted or promulgated by any Federal, state, or local governmental body having jurisdiction over the encroachment.

9. **UNRESTRICTED ACCESS:** The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, to survey for and construct reclamation and irrigation works and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever.

10. **OFFICIALS NOT TO BENEFIT:** No member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

11. **SUCCESSORS IN INTEREST OBLIGATED:** The provisions of this Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto; provided, however, that no such heir, executor, administrator, personal representative, successor or assign of the Permittee shall have the right to use, alter, or modify the encroachment in a manner which will increase the burden of the encroachment of the Easement of the United States.

12. This agreement makes no finding as to the right, title, or validity of the Permittee or the encroaching interest, but merely defines the conditions under which the encroachment will not be deemed unreasonable by the United States.

13. In accordance with 43 CFR 429.16 Subpart D, any applicant requesting a right-of-use over Reclamation land has remitted a nonrefundable application fee of One Hundred Dollars (\$100). The receipt of this application fee is hereby acknowledged, which amount represents the initial review of your application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

UNITED STATES OF AMERICA

By: _____
Name: Rick Baxter
Title: Area Manager, Provo Area Office

PERMITTEE:
NILSON HOMES

By: Chad Buck
Name: Chad Buck
Title: Authorized Agent

CONCUR:
WEBER COUNTY COMMISSIONER

By: _____
Name:
Title: County Commissioner

WEBER BASIN WATER CONSERVANCY DISTRICT

By: _____
Name: Scott Paxman
Title: General Manager

EXHIBIT "A"

SPECIAL PROVISIONS

A. Surface structures that generally will be allowed to be constructed within United States rights-of-way include asphalt roadways, with no utilities within roadway, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, and masonry block walls). However, where United States system pipe has specific maximum and minimum cover designation the special requirements for roadways, parking lots and driveways crossing over the pipe shall be obtained from the United States for the maximum allowable external loading or minimum cover. **HOWEVER, IT IS UNDERSTOOD THAT ALL SURFACE STRUCTURES SHALL BE ANALYZED AND CONSIDERED ON AN INDIVIDUAL BASIS.**

B. Structures that may not be constructed in, on, or along United States rights-of-way include but are not limited to, permanent structures such as buildings, garages, carports, trailers, and swimming pools as designated by the United States.

C. No trees or vines will be allowed within the rights-of-way of the United States.

D. All temporary or permanent changes in ground surfaces within United States rights-of-way are to be considered encroaching structures and must be handled as such. Earthfills and cuts on adjacent property shall not encroach onto United States rights-of-way without prior approval by the United States.

E. Existing gravity drainage of the United States rights-of-way must be maintained. No new concentration of surface or subsurface drainage may be directed onto or under the United States rights-of-way without adequate provision for removal of drainage water or adequate protection of the United States rights-of-way.

F. Prior to construction of any structure that encroaches within United States rights-of-way, an excavation must be made to determine the location of existing United States facilities. The excavation must be made by or in the presence of the District or the United States.

G. Any contractor or individual constructing improvements in, on, or along United States rights-of-way must limit his construction to the encroaching structure previously approved and construct the improvements strictly in accordance with plans or specifications.

H. The ground surfaces within United States rights-of-way must be restored to a condition equal to that which existed before the encroachment work began or as shown on the approved plans or specifications.

I. The owner of newly constructed facilities that encroach on United States rights-of-way shall notify the United States upon completion of construction and shall provide the United States with two copies of as-built drawings showing actual improvements in, on, or along the rights-of-way.

J. Except in case of ordinary maintenance and emergency repairs, an owner of encroaching facilities shall give the District at least 10 days notice in writing before entering upon United States rights-of-way for the purpose of reconstructing, repairing, or removing the encroaching structure or performing any work on or in connection with the operation of the encroaching structure.

K. If unusual conditions are proposed for the encroaching structure or unusual field conditions within United States rights-of-way are encountered, the United States reserves the right to impose more stringent criteria than those prescribed herein.

L. All backfill material within United States rights-of-way shall be compacted to 90 percent of maximum density unless otherwise shown. Mechanical compaction shall not be allowed within 6 inches of the projects works whenever possible. In no case will mechanical compaction using heavy equipment be allowed over the project works or within 18 inches horizontally of the projects works.

M. The backfilling of any excavation or around any structure within the United States rights-of-way shall be compacted in layers not exceeding 6 inches thick to the following requirements: (1) cohesive soils to 90 percent maximum density specified by ASTM Part 19, D-698, method A; (2) noncohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.

N. Any nonmetallic encroaching structure below ground level shall be accompanied with a metallic strip within the United States rights-of-way.

O. Owners of encroaching facilities shall notify the United States at least forty-eight (48) hours in advance of commencing construction to permit inspection by the United States.

P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous materials.

(NE $\frac{1}{4}$ SE $\frac{1}{4}$) Section 27 • Township 7 North • Range 2 West

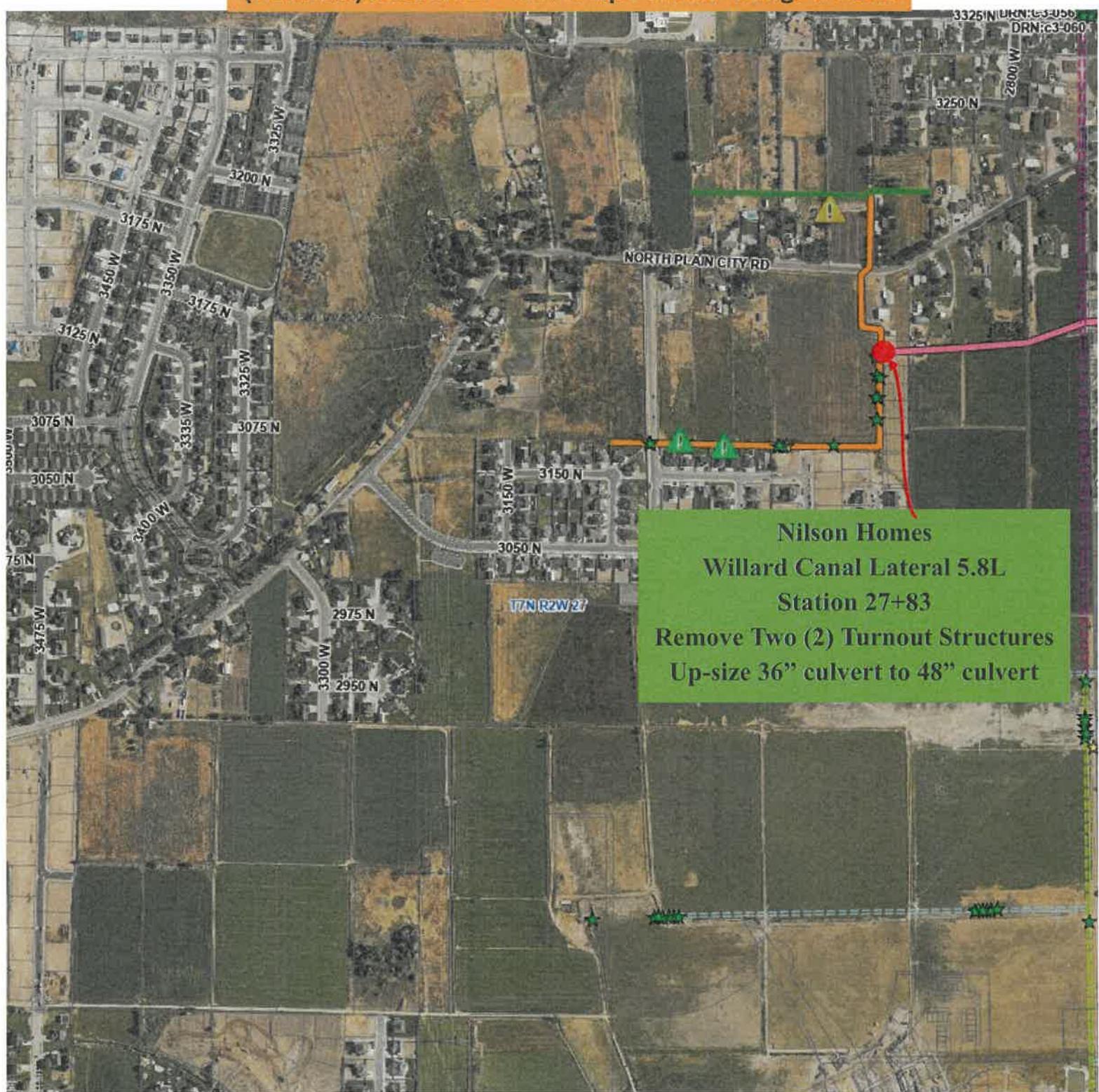
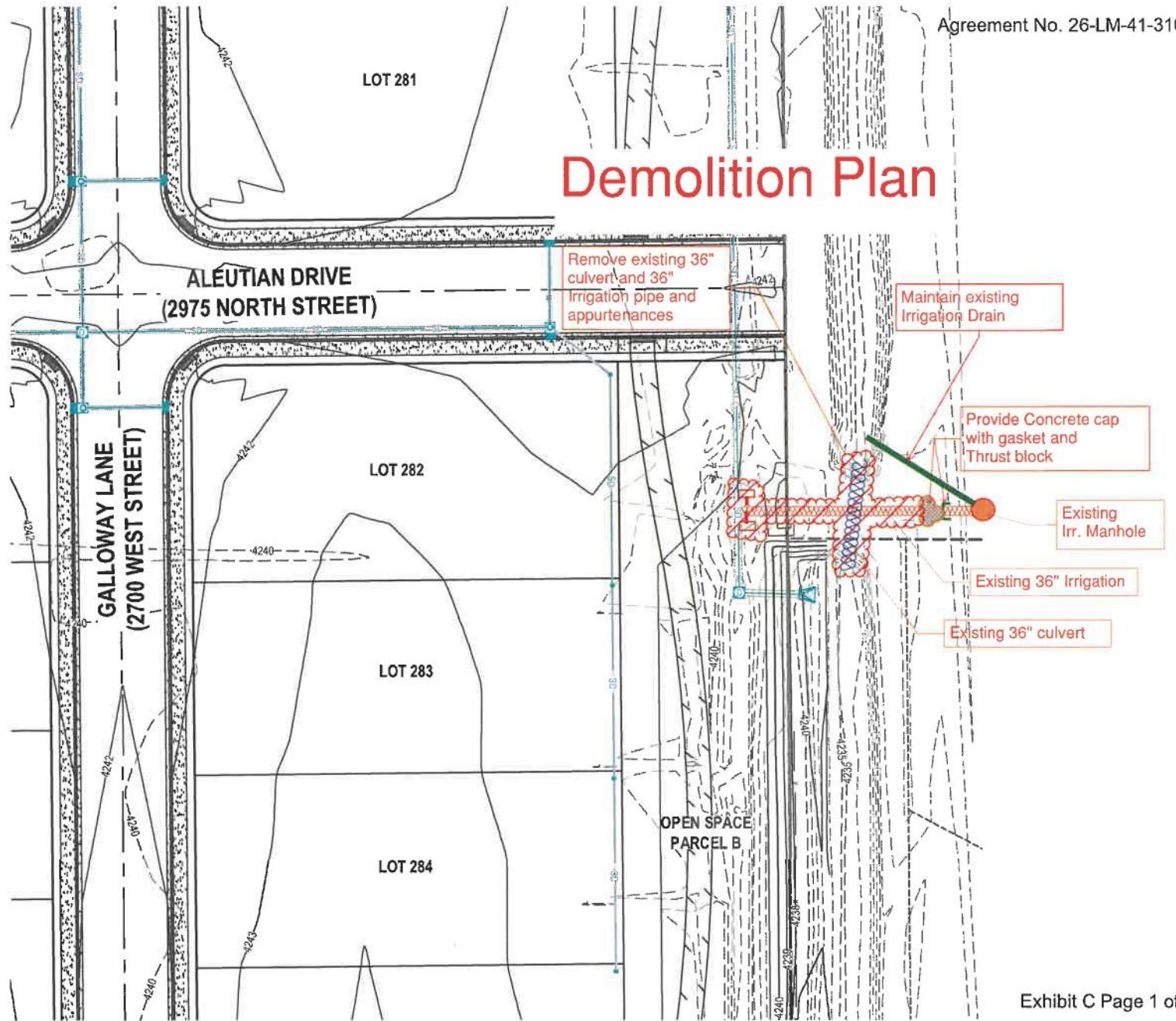


Exhibit B

Agreement No. 26-LM-41-3100

Demolition Plan



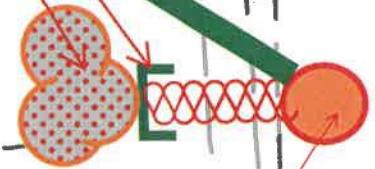
Installation

Document No. 26-LM-41-3100
Concrete cap with
gasket and
Thrust block

Existing
Sewer

Maintain existing
Irrigation Drain

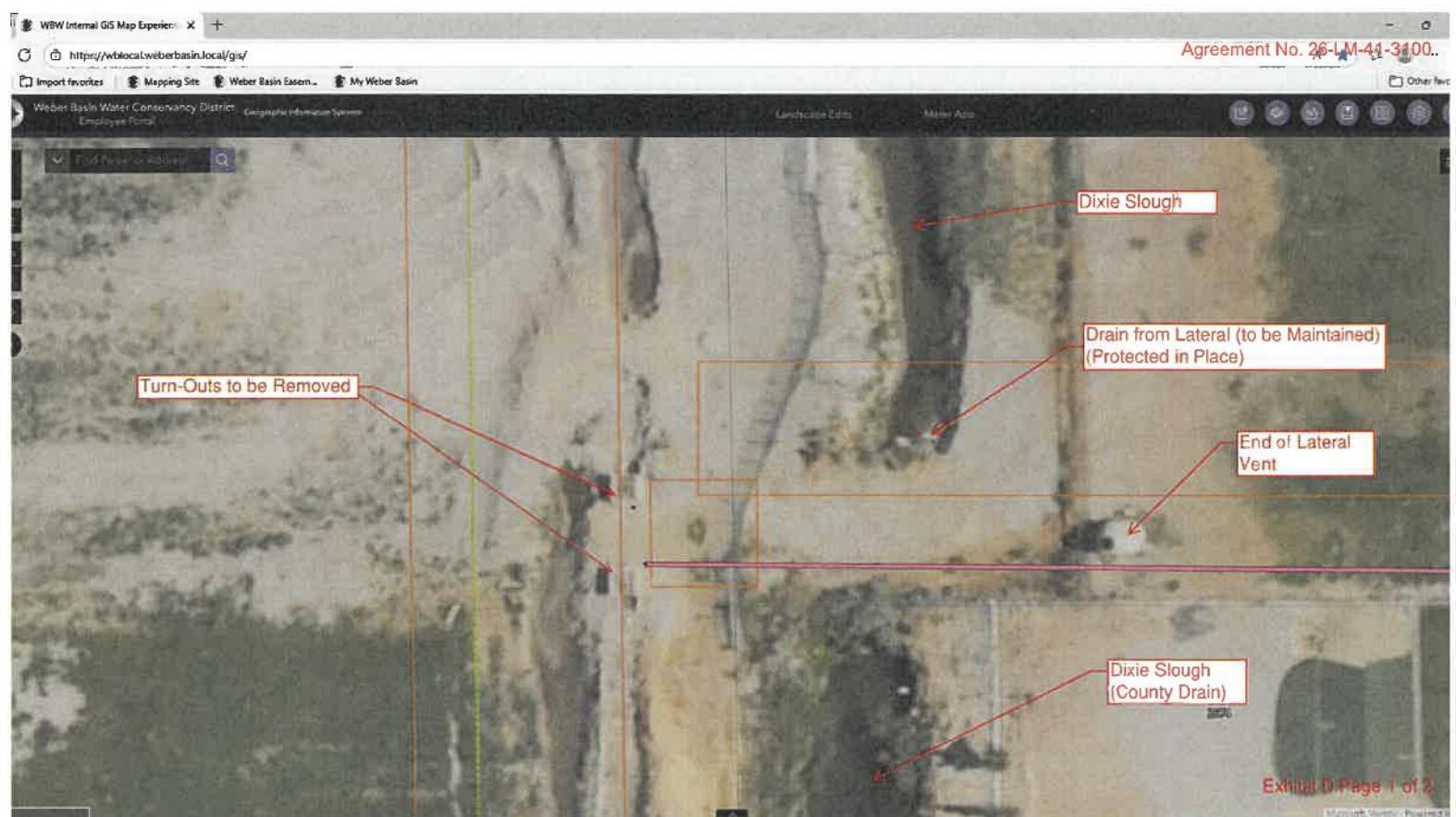
Install 24' of 48"
RCP Pipe
cover existing
sewer pipe.

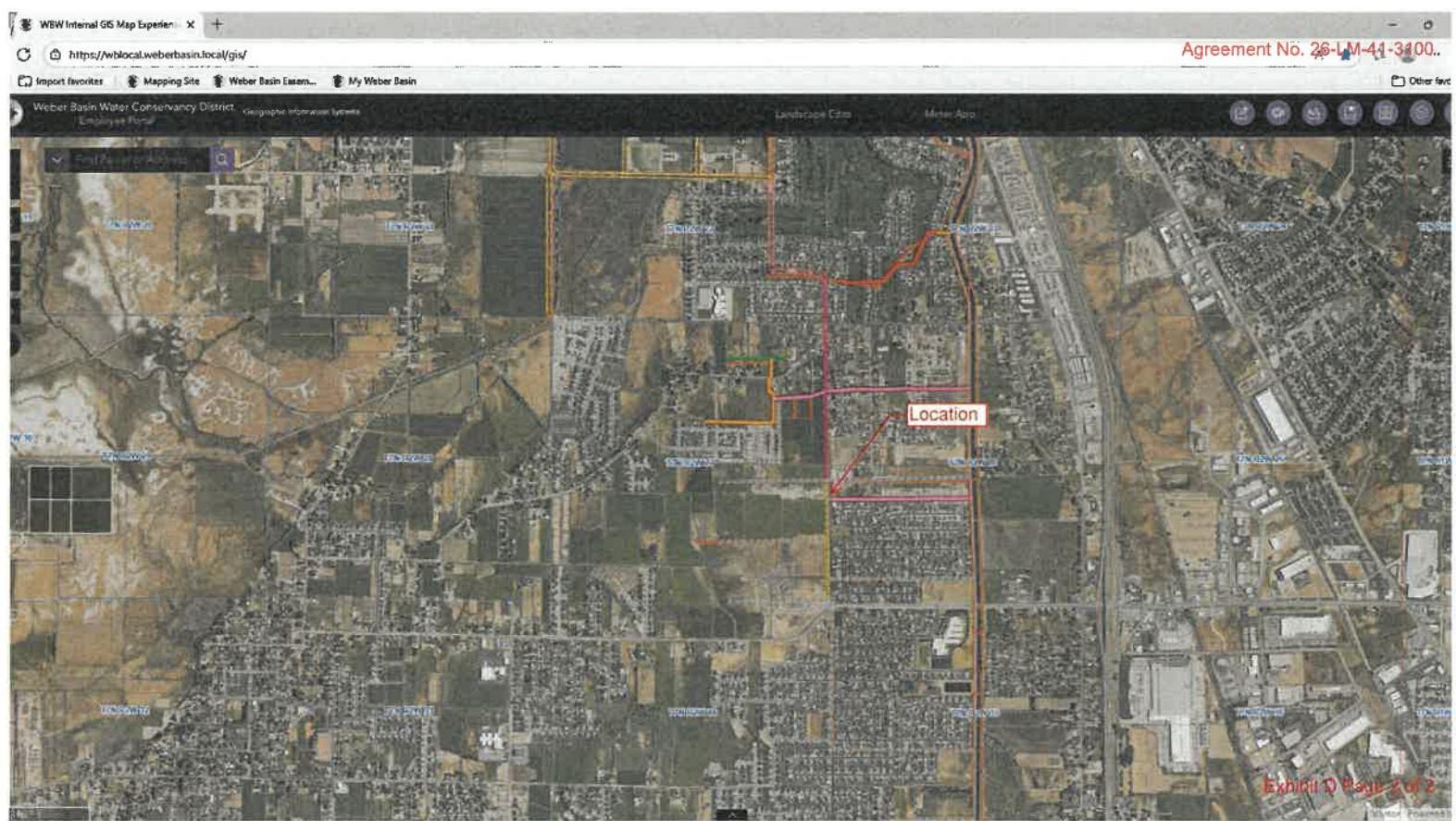


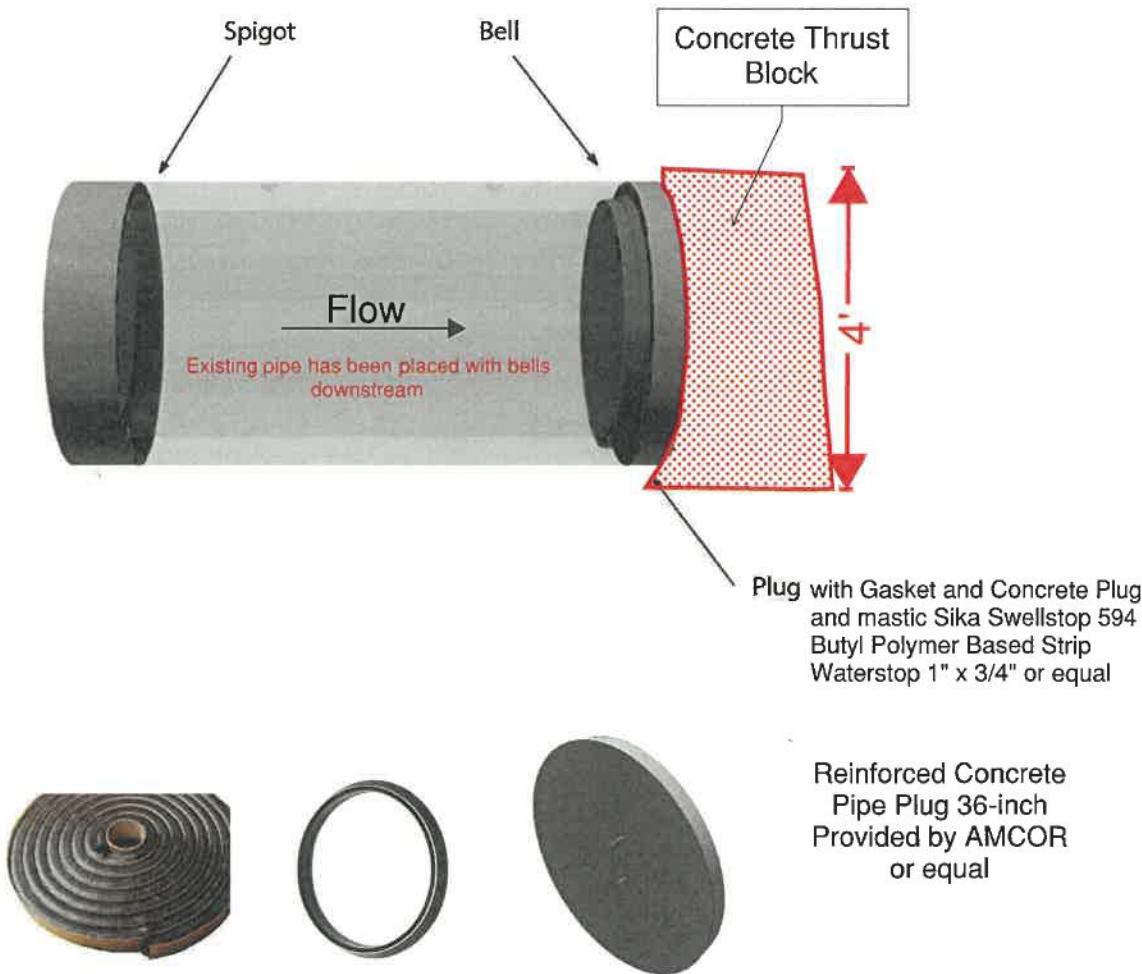
D

Exhibit C

Existing
Manhole
Page 2 of 2







Concrete Thrust Block Design

$$4' \times 5' \times 2.7' = 54 \text{ cu.ft} = 2 \text{ cu.yds}$$

see attached Thrust-block Calculations

This is a very conservative design. 10 psi is used when 5 psi exist, soil type used is conservative. 2 cu.yds of concrete is used when only 1.08 cu yds are required

THRUSTBLOCK CALCULATOR

PROJECT NAME:		Weber Basin Irrigation Termination JDC Development				
PROJECT NUMBER:		CJR4				
DATE:		October 6, 2025		BY: Steve Anderson, P.E.		
DETERMINE SOIL TYPE & BEARING STRENGTH:	BEARING STRENGTH LB / FT SQ.					This is conservative actual is closer to 4000 lb/ft.sq 2000lb/ft.sq triples the required volume of concrete
	MUCK:	0				
	SOFT CLAY:	1000				
	SILT:	1500				
	SANDY SILT:	3000				
	SAND:	4000				
SANDY CLAY:	6000					
HARD CLAY:	9000					
	2000				LB / FT SQ.	
DETERMINE CROSS SECTIONAL AREA OF PIPE INTERIOR:	PIPE	SIZE	DUCTILE IRON	PLASTIC	Concrete	
		36		1018	1018	SO. IN
HIGHEST ANTICIPATED WATER PRESSURE:	10.00					PSI
ANGLE OF CHANGE & RESULTING THRUST ON FITTING:	180.00					DEG.
T = Thrust P = Water Pressure A = Cross sectional area of pipes interior						20360.00 LBS THRUST
HEIGHT OF BLOCK:						4.00 FEET
REQUIRED BLOCK AREA, WIDTH, DEPTH & VOLUME						15.27 ft REQUIRED AREA
						3.82 ft CALCULATED WIDTH
						1.91 ft CALCULATED DEPTH
						29.15 cu.ft. CALCULATED VOLUME

Agreement No. 26-LM-41-3100

[Notes](#)

This is conservative actual is closer to 4000 lb/ft.sq 2000lb/ft.sq triples the required volume of concrete

This is conservative actual pressure is closer to 5 psi

Cross referencing the thrust with NFPA 13 or 24's table shows discrepancy. The table is conservative, giving thrust for two different types of pipe. This worksheet use's NFPA's formula to find thrust: $T=2 PA \sin \theta/2$ by using 180 degrees increases the thrust by 6000 lbs

The 4' of height will make the bottom of the block to be below the flowline of the pipe

"Required Area" is the amount of bearing surface that will be against undisturbed soil. Volume has been calculated assuming a triangular block shape with angles of 45 deg. From the bearing surface. The volume is just over 1 cu.yd. 2 cu.yd will be used. the area will use 20 sq.ft.

Exhibit E Page 2 of 2