

When Recorded Return To:

South Utah Valley Electric Service District  
Attn: Dan Ellsworth  
803 North 500 East  
Payson, Utah 84651



ENT 3187:2015 PG 1 of 25  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2015 Jan 14 4:58 pm FEE 31974.00 BY ED  
RECORDED FOR SOUTH UTAH VALLEY ELECTRIC

*Space Above Line for Recorder's Use Only*

QUITCLAIM DEED

THE UNITED STATES OF AMERICA (Grantor), acting by and through the Bureau of Reclamation, Department of the Interior, pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the South Utah Valley Electric Conveyance Act (Public Law 113-19, 127 Stat. 485)(Act) (see Exhibit A – South Utah Valley Electric Conveyance Act) , hereby quitclaims and conveys to SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT (Grantee), a Utah non-profit electric service district and a political subdivision of the State of Utah, whose mailing address for purposes of this Quitclaim Deed is 803 North 500 East, Payson, Utah 84651, for good and valuable consideration, all of Grantor's right, title and interest in and to the following described real property situated in the County of Utah, State of Utah, to wit:

(1) All Fixtures (as defined in the Act) owned by Grantor as part of the Electric Distribution System (as defined in the Act); and

(2) The Distribution Fixture Lands (as defined in the Act), such distribution fixture lands constituting corridors "which are unencumbered by other Strawberry Valley Project features, to a maximum corridor width of 30 feet on each side of the centerline of the fixtures' power lines as those lines exist on the date of the enactment of this Act" (Section 2(5) of the Act), including those situated in the following Sections:

Township 8 South, Range 1 East, Sections 9 through 17, 20 through 29, 32 through 36; Township 8 South, Range 2 East; Township 8 South, Range 3 East, Sections 7 through 9, 15 through 22, and 27 through 35 ; Township 9 south, Range 1 East, Sections 1 through 16, 23 through 26, and 36; Township 9 South, Range 2 East; Township 9 South Range 3 East, Sections 2 through 36; Township 9 South Range 4 East, Sections 7 through 9, 16 through 21, and 29 through 33 ; Township 10 South Range 2 East, Sections 1 through 4, 9 through 16, 21 through 28, and 33 through 36; Township 10 South Range 3 East, Section 1 through 7, 18, 19, 30 and 31; Township 10 South Range 4 East, Sections 4, 5, and 6; Township 11 South Range 2 East, Sections 3, 4, 9, 10, 15, 16, 21 and 22; Salt Lake Base and Meridian.

TOGETHER WITH:

The following licenses, described in the Act and conveyed to the Grantee by the License Agreement Between the United States of America and South Utah Valley Electric Service District, (Contract No 15-LM-41-0090, dated December 4, 2014) (License Agreement) (see Exhibit B):

(1) A "license for use in perpetuity of the shared power poles [so that Grantee may] continue to own, operate, maintain, and replace Electric Distribution Fixtures attached to

the shared power poles” (Section 3(a)(2) of the Act); and

(2) “Licenses for use and for access in perpetuity for purposes of operation, maintenance, and replacement across, over, and along:

“(A) all [Strawberry Valley]project lands and interests in irrigation and power facilities lands where the Electric Distribution System is located on the date of the enactment of this Act that are necessary for other Strawberry Valley Project facilities (the ownership of such underlying lands or interests in lands shall remain with the United States), including lands underlying the Strawberry Substation; and

“(B) such corridors where Federal lands and interests in lands—

“(i) are abutting public streets and roads; and

“(ii) can provide access that will facilitate operation, maintenance, and replacement of facilities.”  
(Section 3(a)(3)(A) and (B) of the Act)

IF, FOLLOWING the execution and recording of this Quitclaim Deed (i) Grantor or Grantee discover additional real property or interests therein not expressly excepted from this conveyance, and constituting a part of the Fixtures, Distribution Fixture Lands, or other interests intended to be conveyed pursuant to the Act, and not included in this Quitclaim Deed, or (ii) any title to or interest in any real property or interests therein not expressly excepted from this conveyance, and constituting a part of the Fixtures, Distribution Fixture Lands, or other interests intended to be conveyed pursuant to the Act reverts back or otherwise accrues to the United States by reason of an instrument in the United States’ chain of title, or by operation of law, such additional or after-acquired real property, title or interest shall also be conveyed by Grantor.

#### EXCEPTING FROM THIS CONVEYANCE:

Any interest in any facilities shared or otherwise that comprise a portion of the Strawberry Valley Project Power Generation System, the federally owned portions of the 46-kilovolt transmission system, and any interest to the water conveyance portion of the Strawberry Valley Project, the ownership of which generation, transmission, and water conveyance facilities shall remain in the name of the United States.

#### AND RESERVING TO GRANTOR:

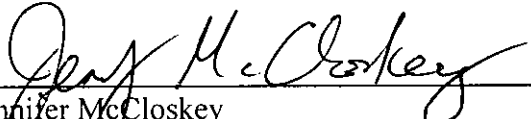
A perpetual easement on the distribution line from the Payson Canyon Power Plant to the Suter Substation in Payson, in which Grantee shall wheel power generated at the Payson Canyon Power Plant, at rates consistent with the existing market and as approved by the Secretary. Payment of charges for wheeling approved by the Secretary shall be the responsibility of the party generating and/or marketing the project power. If Grantee elects to eliminate any portion or all of this distribution line or the Suter Substation, Grantee shall provide an acceptable alternate route for wheeling Payson Canyon Power Plant power to the Suter Substation or another substation at no additional wheeling or other charges than that assessed for this line as it exists

on the date of execution of this Quitclaim Deed.

Together with the rights of the United States to require relocation of the Distribution System on its shared lands when the Distribution System adversely affects other project features or their project purposes.

WITNESS the hand of Grantor this 4<sup>th</sup> day of December, 2014.

UNITED STATES OF AMERICA

  
\_\_\_\_\_  
Jennifer McCloskey  
Acting Regional Director, Upper Colorado Region,  
Bureau of Reclamation, acting for the Secretary of  
the Interior of the United States

Approved:

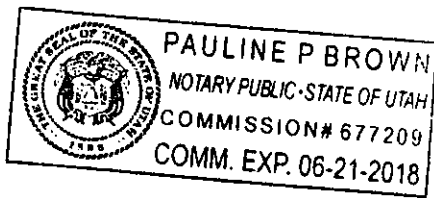
  
\_\_\_\_\_  
Office of the Regional Solicitor

STATE OF UTAH )  
  §  
COUNTY OF UTAH )

On this 4th day of December, 2014, personally appeared before me Jennifer McCloskey, known to me to be the Acting Regional Director of the Upper Colorado Region of the Bureau of Reclamation, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that she executed the same on behalf of THE UNITED STATES OF AMERICA, pursuant to authority delegated to her from the Secretary of the Interior.

Pauline P. Brown  
NOTARY PUBLIC

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ACCEPTANCE

The parties intend for the above Quitclaim Deed to satisfy the applicable the terms of the South Utah Valley Electric Conveyance Act (Public Law 113-19, 127 Stat. 485). Grantee accepts the Quitclaim Deed on the terms and conditions stated herein.

SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT

By: Blair R. Hamilton

Blair R. Hamilton  
Chairman of the board

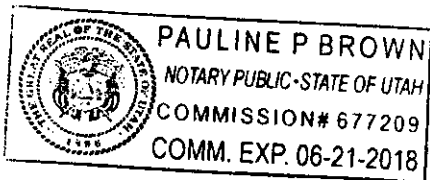
ACKNOWLEDGEMENT

STATE OF UTAH            )  
                                      §  
COUNTY OF UTAH        )

On this 4th day of December, 2014, personally appeared before me Blair R. Hamilton, known to me to be the Chairman of the Board of SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT, the signer of the above Acceptance, who duly acknowledged to me that he executed the same on behalf of SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT pursuant to authority delegated to him.

Pauline J. Brown  
NOTARY PUBLIC

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PUBLIC LAW 113-19—JULY 18, 2013

127 STAT. 485

Public Law 113-19  
113th Congress

An Act

To direct the Secretary of the Interior to convey certain Federal features of the electric distribution system to the South Utah Valley Electric Service District, and for other purposes.

July 18, 2013  
[H.R. 251]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

South Utah  
Valley Electric  
Conveyance Act.

SECTION 1. SHORT TITLE.

This Act may be cited as the “South Utah Valley Electric Conveyance Act”.

SEC. 2. DEFINITIONS.

In this Act:

(1) DISTRICT.—The term “District” means the South Utah Valley Electric Service District, organized under the laws of the State of Utah.

(2) ELECTRIC DISTRIBUTION SYSTEM.—The term “Electric Distribution System” means fixtures, irrigation, or power facilities lands, distribution fixture lands, and shared power poles.

(3) FIXTURES.—The term “fixtures” means all power poles, cross-members, wires, insulators and associated fixtures, including substations, that—

(A) comprise those portions of the Strawberry Valley Project power distribution system that are rated at a voltage of 12.5 kilovolts and were constructed with Strawberry Valley Project revenues; and

(B) any such fixtures that are located on Federal lands and interests in lands.

(4) IRRIGATION OR POWER FACILITIES LANDS.—The term “irrigation or power facilities lands” means all Federal lands and interests in lands where the fixtures are located on the date of the enactment of this Act and which are encumbered by other Strawberry Valley Project irrigation or power features, including lands underlying the Strawberry Substation.

(5) DISTRIBUTION FIXTURE LANDS.—The term “distribution fixture lands” means all Federal lands and interests in lands where the fixtures are located on the date of the enactment of this Act and which are unencumbered by other Strawberry Valley Project features, to a maximum corridor width of 30 feet on each side of the centerline of the fixtures’ power lines as those lines exist on the date of the enactment of this Act.

(6) SHARED POWER POLES.—The term “shared power poles” means poles that comprise those portions of the Strawberry Valley Project Power Transmission System, that are rated at

a voltage of 46.0 kilovolts, are owned by the United States, and support fixtures of the Electric Distribution System.

(7) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

**SEC. 3. CONVEYANCE OF ELECTRIC DISTRIBUTION SYSTEM.**

(a) IN GENERAL.—Inasmuch as the Strawberry Water Users Association conveyed its interest, if any, in the Electric Distribution System to the District by a contract dated April 7, 1986, and in consideration of the District assuming from the United States all liability for administration, operation, maintenance, and replacement of the Electric Distribution System, the Secretary shall, as soon as practicable after the date of the enactment of this Act and in accordance with all applicable law convey and assign to the District without charge or further consideration—

(1) all of the United States right, title, and interest in and to—

(A) all fixtures owned by the United States as part of the Electric Distribution System; and

(B) the distribution fixture land;

(2) license for use in perpetuity of the shared power poles to continue to own, operate, maintain, and replace Electric Distribution Fixtures attached to the shared power poles; and

(3) licenses for use and for access in perpetuity for purposes of operation, maintenance, and replacement across, over, and along—

(A) all project lands and interests in irrigation and power facilities lands where the Electric Distribution System is located on the date of the enactment of this Act that are necessary for other Strawberry Valley Project facilities (the ownership of such underlying lands or interests in lands shall remain with the United States), including lands underlying the Strawberry Substation; and

(B) such corridors where Federal lands and interests in lands—

(i) are abutting public streets and roads; and

(ii) can provide access that will facilitate operation, maintenance, and replacement of facilities.

(b) COMPLIANCE WITH ENVIRONMENTAL LAWS.—

(1) IN GENERAL.—Before conveying lands, interest in lands, and fixtures under subsection (a), the Secretary shall comply with all applicable requirements under—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.); and

(C) any other law applicable to the land and facilities.

(2) EFFECT.—Nothing in this Act modifies or alters any obligations under—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); or

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(c) POWER GENERATION AND 46KV TRANSMISSION FACILITIES EXCLUDED.—Except for the uses as granted by license in Shared Power Poles under section 3(a)(2), nothing in this Act shall be construed to grant or convey to the District or any other party,

## PUBLIC LAW 113-19—JULY 18, 2013

127 STAT. 487

any interest in any facilities shared or otherwise that comprise a portion of the Strawberry Valley Project power generation system or the federally owned portions of the 46 kilovolt transmission system which ownership shall remain in the United States.

**SEC. 4. EFFECT OF CONVEYANCE.**

On conveyance of any land or facility under section 3(a)(1)—

(1) the conveyed and assigned land and facilities shall no longer be part of a Federal reclamation project;

(2) the District shall not be entitled to receive any future Bureau or Reclamation benefits with respect to the conveyed and assigned land and facilities, except for benefits that would be available to other non-Bureau of Reclamation facilities; and

(3) the United States shall not be liable for damages arising out of any act, omission, or occurrence relating to the land and facilities, including the transaction of April 7, 1986, between the Strawberry Water Users Association and Strawberry Electric Service District.

**SEC. 5. REPORT.**

If a conveyance required under section 3 is not completed by the date that is 1 year after the date of the enactment of this Act, not later than 30 days after that date, the Secretary shall submit to Congress a report that—

(1) describes the status of the conveyance;

(2) describes any obstacles to completing the conveyance;

and

(3) specifies an anticipated date for completion of the conveyance.

Approved July 18, 2013.

**LEGISLATIVE HISTORY—H.R. 251 (S. 25):**

HOUSE REPORTS: No. 113-78 (Comm. on Natural Resources).

SENATE REPORTS: No. 113-15 (Comm. on Energy and Natural Resources) accompanying S. 25.

CONGRESSIONAL RECORD, Vol. 159 (2013):

June 11, considered and passed House.

July 10, considered and passed Senate.





UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
STRAWBERRY VALLEY PROJECT POWER DISTRIBUTION SYSTEM

LICENSE AGREEMENT BETWEEN THE  
UNITED STATES OF AMERICA AND  
SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT

THIS LICENSE AGREEMENT, made this 4<sup>th</sup> day of December, 2014, pursuant to the provisions of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supplementary thereto, particularly the South Utah Valley Electric Conveyance Act (Public Law 113-19, 127 Stat. 485)(the "Act," a copy of which Act is attached hereto as Exhibit A, and by this reference made a part hereof), all of which acts are commonly known and referred to as Reclamation Laws, by and between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, and SOUTH UTAH VALLEY ELECTRIC SERVICE DISTRICT, hereinafter referred to as the Licensee,

WITNESSETH THAT:

WHEREAS, Licensee, at its sole cost and expense, proposes to utilize United States lands and interests in lands, acquired, withdrawn or reserved for the Strawberry Valley Project, State of Utah, hereinafter called the Project Lands; and

WHEREAS, the granting of a license to Licensee to utilize a portion of the Project Lands in a manner and at the locations hereinafter described will not be incompatible with Project purposes and is consistent with the Act.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the United States, to the extent of its interest in the Project Lands, hereby grants to the Licensee, upon the terms hereinafter provided, perpetual licenses for the following purposes and in the locations described below:

A. Purpose:

1. For Licensee's use of the Shared Power Poles (as defined in the Act) so that Licensee may continue to own, operate, maintain, and replace the Electric Distribution System (as defined in the Act) Fixtures (as defined in the Act) attached to the shared power poles; and

2. Licenses for use and for access in perpetuity for purposes of operation, maintenance, and replacement across, over, and along:

(a) all Strawberry Valley Project Lands and interests in irrigation and power facilities lands where the Electric Distribution System is located on the date of the enactment of this Act that are necessary for other Strawberry Valley Project facilities (the ownership of such underlying lands or interests in lands shall remain with the United States), including lands underlying the Strawberry Substation; and

(b) such corridors where Federal lands and interests in lands—

i. are abutting public streets and roads; and

ii. can provide access that will facilitate operation, maintenance, and replacement of facilities. (Section 3(a)(3)(A) and (B) of the Act)

B. Period: In perpetuity from date of enactment of the Act.

C. Location: South Utah County, Strawberry Valley Project, Utah.

D. Location (Legal Description): Strips of land approximately 30 feet wide in the following sections: Township 8 South, Range 1 East, Sections 9 through 17, 20 through 29, and 32 through 36; Township 8 South, Range 2 East; Township 8 South, Range 3 East, Sections 7 through 9, 15 through 22, and 27 through 35 ; Township 9 south, Range 1 East, Sections 1 through 16, 23 through 26, and 36; Township 9 South, Range 2 East; Township 9 South Range 3 East, Sections 2 through 36; Township 9 South Range 4 East, Sections 7 through 9, 16 through 21, and 29 through 33 ; Township 10 South Range 2 East, Sections 1 through 4, 9 through 16, 21 through 28, and 33 through 36; Township 10 South Range 3 East, Section 1 through 7, 18, 19, 30 and 31; Township 10 South Range 4 East, Sections 4, 5, and 6; Township 11 South Range 2 East, Sections 3, 4, 9, 10, 15, 16, 21 and 22; Salt Lake Base and Meridian.

E. Plans, Drawing, or Maps (Attached Hereto and made a Part Hereof):

1. SESD Service Area Map, Exhibit B; and

2. Quadrangle Maps.

F. Land Status: Fee Title, Reserved Right-of-way, Withdrawn, Water Right Applications, and Acquired Easements.

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

2. WORK SATISFACTORY. The Licensee shall perform all work under this License Agreement in accordance with the electric distribution industry standards, and in a manner to protect other Strawberry Valley Project features as agreed by the Licensee and the United States.

3. TERM OF LICENSE - TERMINATION. As recited in Article "B" on Page 1, this license will not expire.

4. ASSIGNMENT OR TRANSFER. This License Agreement shall not be assigned or transferred by the Licensee without the prior written consent of the United States.

5. 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.

6. HOLD HARMLESS.

(a) In consideration of the United States agreeing to encroachment upon the Project Lands of the United States by the Licensee, the Licensee hereby agrees to indemnify and hold the United States, its 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 land and rights-of-way 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 from responsibility for its 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), 267, et seq.) or other applicable law.

(b) In consideration of the United States agreeing to the Licensee encroaching upon the Project Lands of the United States, the Licensee 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 lands of the United States by the Licensee. The Licensee hereby releases the United States, its officer, employees, agents, or assigns, from liability for any and all loss or damage of every description or kind whatsoever which may result to the Licensee 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 from liability for its 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), 267, 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 Project Lands should be made more expensive by reason of the existence of the license improvements or works, the Licensee will promptly pay to the United States, its 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.

7. RELEASE FROM LIABILITY. The Licensee hereby releases the United States and its 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 Licensee from the construction, operation, and maintenance of Project Works upon said lands, provided that nothing in this License Agreement shall be construed as releasing the United States, from liability for its 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.

8. LICENSEE TO DEFEND TITLE. The Licensee shall defend the United States from and against any action which challenges the Licensee's use of Project right-of-way or facilities under this License Agreement, provided the United States promptly tenders such defense prior to the time an answer is due in the proceedings.

9. INTERFERENCE PROHIBITED. The Licensee shall use, occupy, and maintain said facilities with due care to avoid damage to or obstruction of the project facilities and structures of the United States, or any interference in any way with the operation and maintenance of the same.

10. RECLAMATION LAND USE STIPULATION. There is reserved from the rights herein granted, the prior rights of the United States acting through the Bureau of Reclamation, Department of the Interior, to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for severance or other damage to the grantee's work; provided, however, that if such reserved rights are not identified in at least general terms in this grant and exercised for works authorized by the Congress within ten (10) years following the date of this grant, they will not be exercised unless the grantee, or grantee's successor in interest is notified of the need, and grants an extension or waiver. If no extension or waiver is granted, the Government will compensate, or institute mitigation measures for any resultant damages to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of grantee's works to accommodate the exercise of the Government's reserved rights. As alternatives to such compensation, the United States, at its option and at its own expense, may mitigate the damages by reconstructing the grantee's works to accommodate the Government facilities, or may provide other adequate mitigation measures for any damage to the grantee's property or right. The decision to compensate or mitigate is that of the appropriate Regional Director.

11. PROTECTION OF UNITED STATES INTERESTS. The Licensee 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.

12. 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.

13. HAZARDOUS MATERIALS.

(a) The Licensee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Licensee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Licensee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Licensee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery and full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of this Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Licensee and shall make the Licensee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any assignment, sublease, or other subcontract or third-party contract it may enter into pursuant to this Lease.

(g) Reclamation agrees to provide information necessary for the Licensee using reasonable diligence, to comply with the provisions of this Article.

14. PEST CONTROL.

(a) The Licensee shall not permit use of any pesticides on Federal lands without prior written approval by Reclamation. The Licensee shall submit to Reclamation

for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Licensee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Licensee agrees to include the provisions contained in paragraph (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

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

16. REMOVAL OF FACILITIES. The United States, its agents or assigns, will determine if the Licensee's facilities will be removed upon termination. If the United States, its agents or assigns, determines that the facility shall be removed, removal will be made within thirty (30) days after termination, and the site will be restored as nearly as practicable to its original condition. Removal of the facilities and restoration of the site will be at the sole expense of the Licensee.

17. NO WARRANTY. The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.

18. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that no person or selling agency has been employed or retained to solicit or secure this License Agreement upon an agreement or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Licensee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this License Agreement without liability or in its discretion to require the Licensee to pay, in addition to the License Agreement consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

19. DISCOVERY OF CULTURAL RESOURCES. The Licensee shall immediately provide an oral notification to Reclamation's authorized official of the discovery of any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on Reclamation lands. The Licensee shall follow up with a written report of their finding(s) to Reclamation's authorized official within forty-eight (48) hours. Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this authorization. The Licensee shall immediately cease the activity in the area of the discovery, make a reasonable effort to protect such discovery, and wait for written approval from the authorized official before resuming the activity. Protective and mitigative measures specified by Reclamation's authorized official shall be the responsibility of the Licensee.

20. ENVIRONMENTAL COMPLIANCE. The Licensee agrees to abide by all applicable Federal, State, and local laws and regulations pertaining to pollution control and environmental protection.

21. LANDSCAPE PRESERVATION AND NATURAL BEAUTY.

(a) The Licensee shall exercise care to preserve the natural landscape and shall conduct its construction operations so as to prevent any unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the work. Except where clearing is required for permanent works, all trees, native shrubbery, and vegetation shall be preserved and shall be protected from damage which may be caused by the Licensee's construction operations and equipment. Movement of crews and equipment within the rights-of-way and over routes provided for access to the work shall be performed in a manner to prevent damage to grazing land, crops, or property.

(b) Upon completion of the work, the construction site shall be smoothed and graded in a manner to conform to the natural topography of the landscape and shall be repaired, replanted, reseeded, or otherwise corrected as directed by the Contracting Officer at the Licensee's expense.

22. 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.

23. 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 Licensee

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.

24. SPECIAL PROVISIONS. The Special Provisions, attached hereto, are hereby made a part of this License Agreement the same as if they had been expressly set forth herein.

See Exhibit C.

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

UNITED STATES: UNITED STATES OF AMERICA

By: *Wayne G. Pullan*  
Wayne G. Pullan  
Area Manager, Provo Area Office

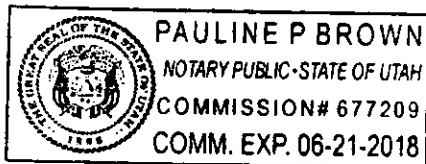
LICENSEE: SOUTH UTAH VALLEY ELECTRIC  
SERIVCE DISTRICT

By: *Blair R. Hamilton*  
Blair R. Hamilton  
Chairman of the Board

ACKNOWLEDGEMENT OF UNITED STATES

STATE OF UTAH            )  
                                  §  
COUNTY OF UTAH        )

On this 4<sup>th</sup> day of December, 2014, personally appeared before me Wayne G. Pullan, known to me to be the Manager of the Provo Area Office, Bureau of Reclamation, United States Department of the Interior, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of the UNITED STATES OF AMERICA, pursuant to authority delegated to him from the Secretary of the Interior.



*Pauline P. Brown*  
NOTARY PUBLIC

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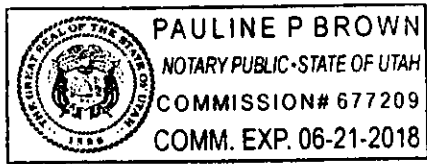


ACKNOWLEDGEMENT OF LICENSEE

STATE OF UTAH )  
  §  
COUNTY OF UTAH )

On this 4<sup>th</sup> day of December 2014, personally appeared before me Blair R. Hamilton, known to me to be the Chairman of the Board of the South Utah Valley Electric Service District, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of South Utah Valley Electric Service District pursuant to authority delegated to him.

*Pauline P. Brown*  
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NOTARY PUBLIC



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PUBLIC LAW 113-19—JULY 18, 2013

127 STAT. 485

Public Law 113-19  
113th Congress

An Act

To direct the Secretary of the Interior to convey certain Federal features of the electric distribution system to the South Utah Valley Electric Service District, and for other purposes.

July 18, 2013  
[H.R. 251]

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,*

South Utah  
Valley Electric  
Conveyance Act.

SECTION 1. SHORT TITLE.

This Act may be cited as the “South Utah Valley Electric Conveyance Act”.

SEC. 2. DEFINITIONS.

In this Act:

(1) DISTRICT.—The term “District” means the South Utah Valley Electric Service District, organized under the laws of the State of Utah.

(2) ELECTRIC DISTRIBUTION SYSTEM.—The term “Electric Distribution System” means fixtures, irrigation, or power facilities lands, distribution fixture lands, and shared power poles.

(3) FIXTURES.—The term “fixtures” means all power poles, cross-members, wires, insulators and associated fixtures, including substations, that—

(A) comprise those portions of the Strawberry Valley Project power distribution system that are rated at a voltage of 12.5 kilovolts and were constructed with Strawberry Valley Project revenues; and

(B) any such fixtures that are located on Federal lands and interests in lands.

(4) IRRIGATION OR POWER FACILITIES LANDS.—The term “irrigation or power facilities lands” means all Federal lands and interests in lands where the fixtures are located on the date of the enactment of this Act and which are encumbered by other Strawberry Valley Project irrigation or power features, including lands underlying the Strawberry Substation.

(5) DISTRIBUTION FIXTURE LANDS.—The term “distribution fixture lands” means all Federal lands and interests in lands where the fixtures are located on the date of the enactment of this Act and which are unencumbered by other Strawberry Valley Project features, to a maximum corridor width of 30 feet on each side of the centerline of the fixtures’ power lines as those lines exist on the date of the enactment of this Act.

(6) SHARED POWER POLES.—The term “shared power poles” means poles that comprise those portions of the Strawberry Valley Project Power Transmission System, that are rated at

a voltage of 46.0 kilovolts, are owned by the United States, and support fixtures of the Electric Distribution System.

(7) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

**SEC. 3. CONVEYANCE OF ELECTRIC DISTRIBUTION SYSTEM.**

(a) IN GENERAL.—Inasmuch as the Strawberry Water Users Association conveyed its interest, if any, in the Electric Distribution System to the District by a contract dated April 7, 1986, and in consideration of the District assuming from the United States all liability for administration, operation, maintenance, and replacement of the Electric Distribution System, the Secretary shall, as soon as practicable after the date of the enactment of this Act and in accordance with all applicable law convey and assign to the District without charge or further consideration—

(1) all of the United States right, title, and interest in and to—

(A) all fixtures owned by the United States as part of the Electric Distribution System; and

(B) the distribution fixture land;

(2) license for use in perpetuity of the shared power poles to continue to own, operate, maintain, and replace Electric Distribution Fixtures attached to the shared power poles; and

(3) licenses for use and for access in perpetuity for purposes of operation, maintenance, and replacement across, over, and along—

(A) all project lands and interests in irrigation and power facilities lands where the Electric Distribution System is located on the date of the enactment of this Act that are necessary for other Strawberry Valley Project facilities (the ownership of such underlying lands or interests in lands shall remain with the United States), including lands underlying the Strawberry Substation; and

(B) such corridors where Federal lands and interests in lands—

(i) are abutting public streets and roads; and

(ii) can provide access that will facilitate operation, maintenance, and replacement of facilities.

(b) COMPLIANCE WITH ENVIRONMENTAL LAWS.—

(1) IN GENERAL.—Before conveying lands, interest in lands, and fixtures under subsection (a), the Secretary shall comply with all applicable requirements under—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.);

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.); and

(C) any other law applicable to the land and facilities.

(2) EFFECT.—Nothing in this Act modifies or alters any obligations under—

(A) the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.); or

(B) the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.).

(c) POWER GENERATION AND 46KV TRANSMISSION FACILITIES EXCLUDED.—Except for the uses as granted by license in Shared Power Poles under section 3(a)(2), nothing in this Act shall be construed to grant or convey to the District or any other party,

## PUBLIC LAW 113-19—JULY 18, 2013

127 STAT. 487

any interest in any facilities shared or otherwise that comprise a portion of the Strawberry Valley Project power generation system or the federally owned portions of the 46 kilovolt transmission system which ownership shall remain in the United States.

**SEC. 4. EFFECT OF CONVEYANCE.**

On conveyance of any land or facility under section 3(a)(1)—

(1) the conveyed and assigned land and facilities shall no longer be part of a Federal reclamation project;

(2) the District shall not be entitled to receive any future Bureau or Reclamation benefits with respect to the conveyed and assigned land and facilities, except for benefits that would be available to other non-Bureau of Reclamation facilities; and

(3) the United States shall not be liable for damages arising out of any act, omission, or occurrence relating to the land and facilities, including the transaction of April 7, 1986, between the Strawberry Water Users Association and Strawberry Electric Service District.

**SEC. 5. REPORT.**

If a conveyance required under section 3 is not completed by the date that is 1 year after the date of the enactment of this Act, not later than 30 days after that date, the Secretary shall submit to Congress a report that—

(1) describes the status of the conveyance;

(2) describes any obstacles to completing the conveyance;

and

(3) specifies an anticipated date for completion of the conveyance.

Approved July 18, 2013.

**LEGISLATIVE HISTORY—H.R. 251 (S. 25):**

HOUSE REPORTS: No. 113-78 (Comm. on Natural Resources).

SENATE REPORTS: No. 113-15 (Comm. on Energy and Natural Resources) accompanying S. 25.






CONGRESSIONAL RECORD, Vol. 159 (2013):

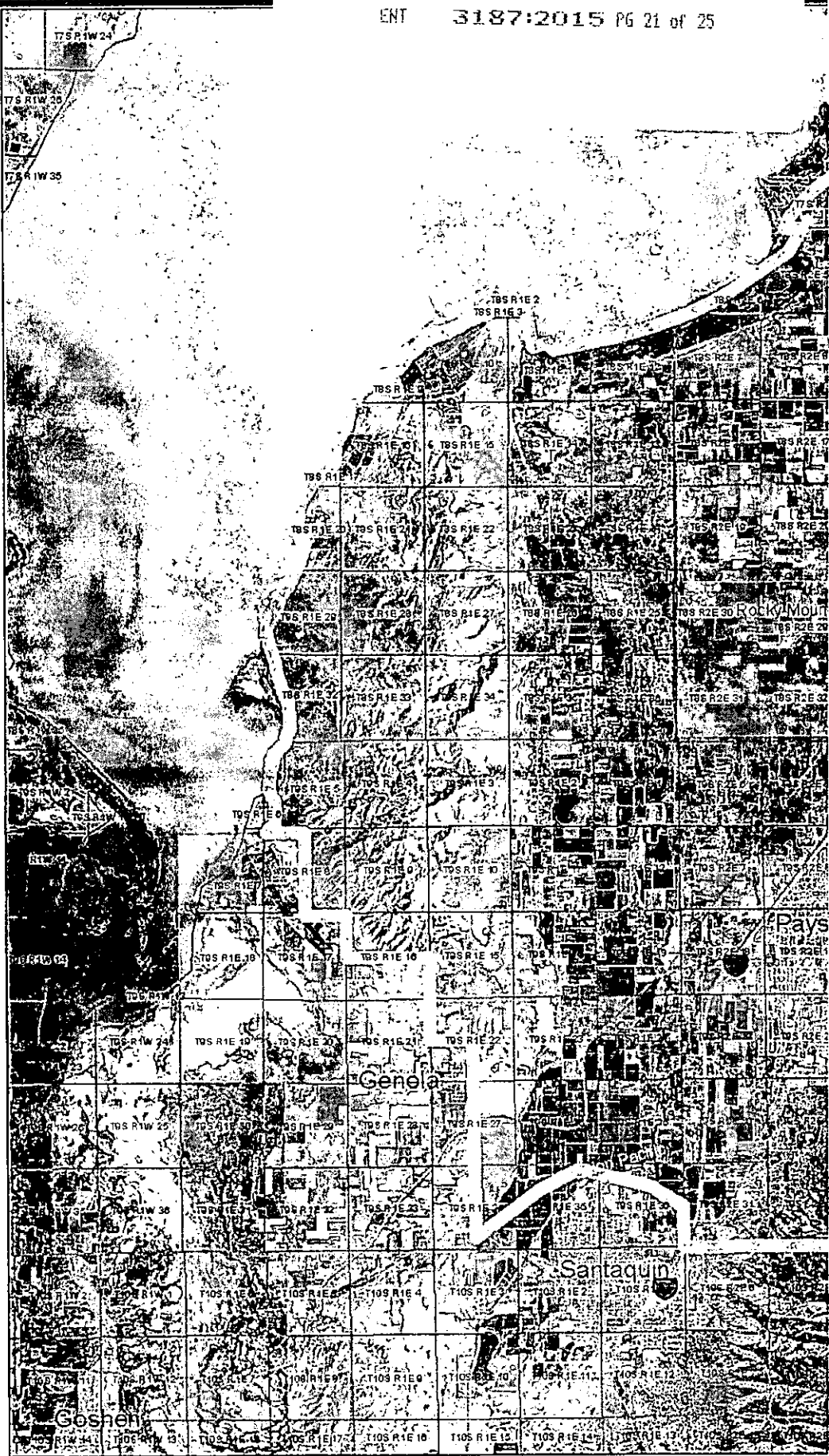
June 11, considered and passed House.

July 10, considered and passed Senate.



**Legend**

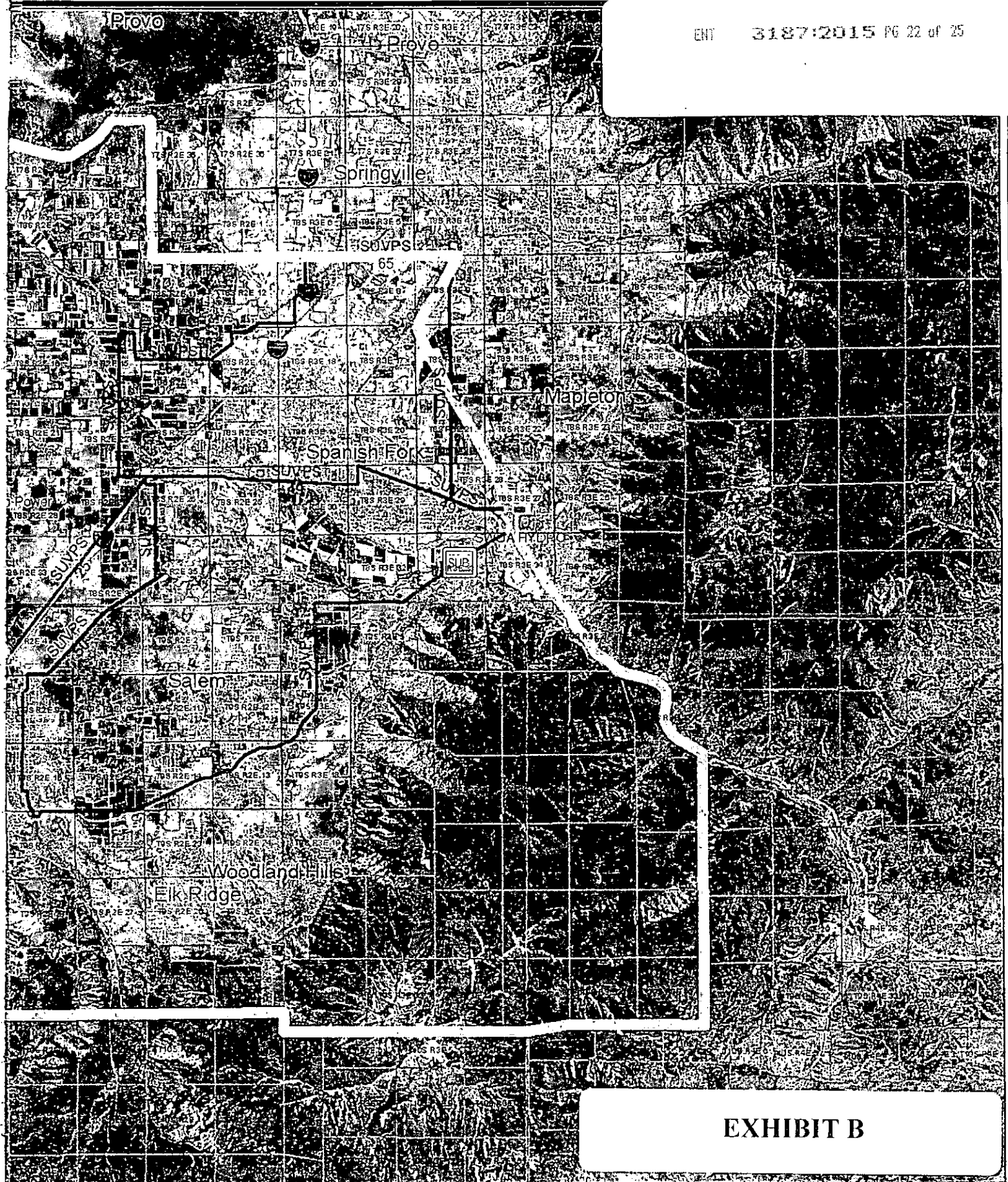
-  SWUA\_Hydro\_Sub
-  Rocky Mountain Power Benjamin Service Boundary
-  SESD\_Service\_Boundary
-  SUVPS 46kv Transmission
-  SGID93\_PLSSSections\_Twps



South Utah Valley  
 Electric Service District  
 803 North 500 East  
 Payson, Utah 84651  
 801-465-8020

**Scale:**  
 1 in equals 9,394 ft





**EXHIBIT B**

Design Date Date: 1/2/2014	Checked By XX	Approval Date XX	Location XX	SESD Transmission_Service Boundary Map	Sheet Title System Map
Design By JRB	Approved By XX	Job No. XX	District XX		SESD System_BOR Project

EXHIBIT C

## SPECIAL PROVISIONS

A. All fees are waived for this license agreement which is granted as directed in the Act of Congress of June 17, 1902 (32 Stat. 388), P.L. 113-19 (127 Stat. 485) "South Utah Valley Electric Conveyance Act," which states the Secretary shall "convey and assign to the District without charge or further consideration-" the Electric Distribution System.

B. The Licensee shall notify the United States at (801) 379-1000 five (5) days in advance of its intent to commence any construction operations associated with rights herein granted that affect shared project land and features.

C. 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.

D. During construction, operation, and maintenance, the Licensee shall be particularly alert to take all reasonable and necessary precautions to protect and preserve historic or prehistoric ruins and artifacts on or adjacent to the lands herein described. Should sites, ruins, or artifacts be discovered during these operations, the Licensee will immediately suspend work involving the area in question, and advise the United States of suspected values. The Licensee shall promptly have the area inspected to determine significance of values and to consult with the United States on appropriate actions to follow (recovery, etc., and resumption of work). Cost of any recovery work shall be borne by the Licensee. The Licensee shall provide the United States with a copy of any cultural resources survey reports concerning sites located on the lands described herein and shall develop a mitigation plan acceptable to the Utah State Historic Preservation officer (SHPO) for those significant sites subject to an adverse impact. All objects of antiquity recovered from public lands are the property of the United States and shall be turned over to the Bureau of Reclamation. The Licensee is responsible for obtaining required Utah SHPO clearance for any additional survey and report completed.

Any person who knows or has reason to know that he or she has inadvertently discovered possible human remains on Federal or Tribal land, must provide immediate telephone notification of the inadvertent discovery to the Bureau of Reclamation Provo Area Office archaeologist. Work will stop until the proper authorities are able to assess the situation on site. This action must promptly be followed by written confirmation to the responsible Federal Agency official with respect to Federal lands. On Tribal lands, it is to be reported to the responsible Indian Tribal official. This requirement is prescribed under the Native American Graves Protection and Repatriation Act (P.L. 101-601; 104 Stat. 3042) of November, 1990.

E. 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 underground United States facilities. The excavation must be made by or in the presence of the United States.

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

G. All United States land areas where soils and surface materials are disturbed through actions incident to construction, operation and maintenance shall be restored to their natural state insofar as practical by water barring, scarifying, leveling and reseeding, or other practices as prescribed by the United States and to its satisfaction.

H. The Licensee shall restore any damaged or disturbed improvements such as fences, roads, watering facilities, etc., encountered during construction, maintenance, and operation. Functional use of these improvements must be maintained at all times.

I. Within sixty (60) days after conclusion of construction operations, all construction materials and related litter and debris, including vegetative cover accumulated through land clearing, shall be disposed of in an appropriate manner (State of Utah approved sanitary landfill).

J. The owner of the transferred facilities that encroach on United States rights-of-way shall provide the United States a complete map of the Electric Distribution System as it exists and is located on the date of enactment of the transfer act. The map shall be provided as soon as it can practically be completed.

K. Except in case of ordinary maintenance and emergency repairs, the Licensee shall give the United States at least 10 days' notice in writing before entering upon the Shared Project Lands or facilities, 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.

L. 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.

M. All backfill material within United States rights-of-way shall be compacted to 95 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.

N. That 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) non-cohesive soils to 70 percent relative density specified by ANSI/ASTM Part 19, d-2049, par. 7.1.2, wet method.



- O. Any nonmetallic encroaching structure below ground level shall be accompanied with warning tape. This tape shall be located 12 inches above the structure and extend from the right-of-way to right-of-way. If the encroaching structure is nonmetallic, the warning tape must include a metallic strip.
- P. No use of United States lands or rights-of-way shall be permitted that involve the storage of hazardous material.
- Q. Utility pipe crossing of Reclamation pipelines must be approved on an individual basis. Metal pipes which do not have a dielectric coating will require a polyethylene plastic wrap for corrosion protection of Reclamation's pipeline by induced current from utility crossings.
- R. For all utility crossings, a permanent placard shall be placed at each point that the utility enters or exits the right-of-way of the United States. This placard shall identify the type of utility located below it, the name of the utility company and a telephone number where the utility company can be reached.
- S. The Licensee shall assume all responsibility for care of artifacts discovered in the course of operation, maintenance and replacement of the facilities located on the Project Lands as granted by this license.
- T. For encroachments for future additions to the Distribution System that may encroach on these or other United States lands, Licensee will be required to apply for and be granted separate right-of-use agreements consistent with policies in effect at the time of construction of said additions.