

RETURNED

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
04/30/2012 02:41 PM  
FEE \$51.00 Pgs: 21  
DEP RTT REC'D FOR U S B PROPERTIES  
LTD

APR 30 2012

WHEN RECORDED RETURN TO:

U.S.B. PROPERTIES, LTD.  
Attention: Rick Jensen  
655 Cayias Drive  
North Salt Lake, UT 84054

06 - 003 - 0038,0036  
0030

THIS SPACE FOR RECORDER'S USE ONLY

**DECLARATION OF RESTRICTIONS**

THIS DECLARATION OF RESTRICTIONS is made as of April 30, 2012,  
by U.S.B. PROPERTIES, LTD. a Utah limited partnership ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of  
Centerville, County of Davis, Utah, described in  
Exhibit "A" attached hereto and incorporated hereby by this reference (hereinafter "Preserve  
Area"); and

WHEREAS, Declarant intends to protect the Preserve Area immediately following the  
recording of this Declaration of Restrictions, as wildlife habitat and a wetland preserve area, to  
be so held in perpetuity subject to restrictions in accordance with the provisions of the **Section  
404 Permit Identification # SPK-2000-50066** (Exhibit C (hereinafter "Permit") issued  
to USB Properties, LTD., Declarant by the U.S. Army Corps of  
Engineers (hereinafter "Corps") in connection with the surrounding property of which the  
Preserve Area is a part; (2) the *Mitigation and Monitoring Plan* (Exhibit "D") attached hereto.

WHEREAS, this Declaration of Restrictions is intended to implement the provisions of  
the Permit requiring a binding covenant running with the land, but shall not be construed to  
impose restrictions in addition to those provided for in the Permit; and

WHEREAS, the Preserve Area consists of both jurisdictional wetland features and  
associated natural upland areas;

WHEREAS, the Declaration will benefit all parties to the Declaration, and their  
successors, in that it will assist in preserving and maintaining the wetland open space in the  
Preserve Area;

NOW THEREFORE, Declarant declares as follows:

1. The onsite avoided wetlands and any onsite/offsite mitigation areas, created, restored, enhanced or preserved as compensation for work authorized by this permit and their attendant upland buffer areas, shall not be made the subject of a future individual or general Department of the Army permit application for fill or any other development, except for the purposes of enhancing or restoring these areas associated with this project.

glass  
Labels  
Parcel #1  
Parcel #2+3  
Range - 1 East

2. Covenant Running with Land. In consideration of the foregoing benefits flowing to all parties; in consideration of the benefits obtained by the Declarant from the Permit, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this instrument intend to restrict, the future use of the Preserve Area as set forth below, by the establishment of this Covenant running with the land.

3. Restrictions Concerning the Preserve Areas. Except for those actions necessary to accomplish preservation, maintenance, repair, or enhancement as has been, or in the future is authorized by the Corps, consistent with the Permit and The Plan, no person shall engage in any of the following restricted activities in the Preserve Area:

- a) No plowing or cultivation of the Preserve Area or any portion of such area, shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area, as described in The Plan and with prior approval from the Corps;
- b) No materials or debris shall be stored or placed (whether temporarily or permanently) within the Preserve Area or any portion of such area;
- c) No discharge of any dredged or fill material shall be done or permitted within the Preserve Area or any portion of such area except as consistent with the terms and conditions of the Permit;
- d) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, grass clippings, cuttings or other waste materials within the Preserve Area or any portion of such area shall be done or permitted;
- e) No leveling, grading or landscaping within the Preserve Area or any portion of such area shall be done or permitted;
- f) No dumping or storage of snow shall occur within the Preserve Area;
- g) No destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area, for the purposes of thatch management or the removal of noxious or dangerous plants as necessary to maintain the Preserve Area. Written authorization from the Corps shall be required prior to any such activity;
- h) No motorized vehicles shall be ridden, brought, used or permitted on any portion of the Preserve Area, except as provided for in (a) and (g) above or;
- i) No roads, utility lines, trails, benches, equipment storage, or other structures or activities shall occur within the Preserve Area.
- j) Untreated stormwater shall not be discharged into the Preserve Area. At a minimum, primary treatment (i.e. detention to settle out suspended solids, oil/water separator, etc) of stormwater shall be required if it is to be discharged into the Preserve Area.

4. Not An Offer to Dedicate: No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

5. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Preserve Area shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions and obligations imposed by this Agreement relating to the use, repair, maintenance and/or improvement of the Preserve Area, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Preserve Area, as applicable.

The provisions of this Agreement shall (subject to the limitations contained in this Agreement and without modifying the provisions of this Agreement) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Preserve Area and each of them.

6. Severability. The provisions of the Declaration are severable and the violation of any of the provisions of this Declaration by a Court shall not affect any of the other provisions which shall remain in full force and effect.

7. Termination. This Declaration shall automatically terminate and be of no further force and effect as to all or any portion of the Preserve Area upon (i) written verification by the Corps based upon a delineation submitted to the Corps confirming that the Preserve Area or any portion thereof no longer exhibits all of the characteristics of hydrology, hydric soils and hydrophilic vegetation to be considered jurisdictional wetlands by the Corps, and (ii) after such Corps verification, Declarant or its successor or assign records in the office of the Davis County Recorder against the land comprising the Preserve Area or any portion thereof a notice of termination of this Declaration.

DECLARANT:

U.S.B. PROPERTIES, LTD.  
a Utah limited partnership

Date: April 30, 2012

By: Rick Jensen

Its Partner

STATE OF UTAH

County of Davis

On April 30, 2012, before me,

Treva Wolfley, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

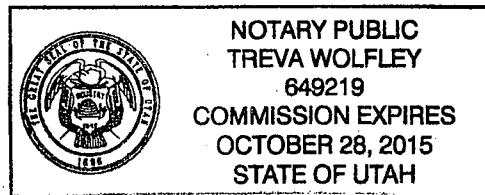
Personally appeared Rick J. Jensen  
Name(s) of Signer(s)

personally known to me  
 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Treva Wolfley  
Signature of Notary Public

Place Notary Seal Above



- EXHIBIT A - LEGAL DESCRIPTION OF "PRESERVE AREA"
- EXHIBIT B - MAP OF "PRESERVE AREA"
- EXHIBIT C - SECTION 404 PERMIT # SPK-2000-50066
- EXHIBIT D - \_\_\_\_\_ MITIGATION AND MONITORING PLAN

**USB PROPERTIES—WETLAND DESCRIPTIONS**

PROJECT No. 10-251

PARCEL 1

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Centerville City, Davis County, State of Utah. Subject property being more particularly described as follows:

Starting at the southeast corner of section 1, Township 2 North, Range 1 East, Salt Lake Base & Meridian; Thence N0° 00' 17"E 430.66 feet along the section line; Thence West 88.95 feet to the Point of Beginning; Thence S0° 16' 29"W 863.98 feet; Thence N89° 55' 47"W 189.43 feet to a non-tangent curve, concave to the northwest having a radius of 2220.14 feet and an arc length of 58.66 feet and a central angle of 1° 30' 50" with a chord bearing S19° 05' 48"W 58.66 feet; Thence S66° 55' 48"E 16.13 feet; Thence S43° 35' 53"E 34.74 feet; Thence S02° 56' 29"E 34.74 feet; Thence S17° 23' 14"W 38.20 feet; Thence S66° 55' 48"E 34.33 feet; Thence S22° 50' 51"W 84.49 feet; Thence S55° 53' 51"E 48.73 feet; Thence S39° 24' 25"E 48.73 feet; Thence S62° 04' 55"E 112.01 feet; Thence S0° 49' 02"W 292.53 feet; Thence S81° 24' 48"W 95.28 feet; Thence S73° 38' 17"W 55.87 feet; Thence S78° 19' 47"W 56.56 feet; Thence S85° 11' 48"W 25.10 feet; Thence S70° 23' 16"W 27.72 feet; Thence S22° 11' 33"W 34.54 feet; Thence S37° 12' 57"W 68.57 feet; Thence S3° 39' 01"E 40.05 feet; Thence S41° 04' 33"E 36.09 feet; Thence N89° 30' 24"E 293.39 feet to the Point of Beginning. Containing 2.59 acres.

PARCEL 2

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Centerville City, Davis County, State of Utah. Subject property being more particularly described as follows:

Starting at the southeast corner of section 1, Township 2 North, Range 1 East, Salt Lake Base & Meridian; Thence N0° 00' 17"E 455.55 feet along the section line; Thence West 474.20 feet to the Point of Beginning; Thence N66° 15' 29"W 237.19 feet; Thence S39° 29' 27"W 83.93 feet; Thence S37° 32' 53"E 42.33 feet; Thence S15° 50' 30"E 50.30 feet; Thence S42° 39' 27"E 34.01 feet; Thence S74° 37' 13"E 50.43 feet; Thence S70° 10' 06"E 27.39 feet; Thence N73° 57' 00"E 52.60 feet; Thence N45° 06' 41"E 48.49 feet; Thence N33° 27' 15"E 23.50 feet; Thence N49° 26' 45"E 46.96 feet to the point of beginning. Containing 0.68 acres.

PARCEL 3

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 1, Township 2 North, Range 1 West, Salt Lake Base and Meridian, Centerville City, Davis County, State of Utah. Subject property being more particularly described as follows:

Starting at the southeast corner of section 1, Township 2 North, Range 1 East, Salt Lake Base & Meridian; Thence N0° 00' 17"E 86.94 feet along the section line; Thence West 858.65 feet to the Point of Beginning; Thence West 50.30 feet; Thence S42° 32' 01"W 62.95 feet; Thence S50° 43' 06"W 54.62 feet; Thence S54° 22' 01"E 6.81 feet; Thence N85° 07' 52"E 116.42 feet; Thence N10° 16' 11"E 76.28 feet to the point of beginning. Containing 0.15 acres.

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of  
Range*

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06-003  
0036*





**DEPARTMENT OF THE ARMY**  
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO  
CORPS OF ENGINEERS  
1325 J STREET  
SACRAMENTO CA 95814-2922

REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY PERMIT**

Permittee: USB Properties, LTD  
Attn: Rick Jensen  
655 Cayias Drive  
North Salt Lake, Utah 84054

Permit Number: SPK-2000-50066

Issuing Office: U.S. Army Engineer District, Sacramento  
Corps of Engineers  
1325 "J" Street  
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

**Project Description:**

The Parrish Creek Business Park project is to construct a business campus commercial development complex that includes 6 commercial buildings, totaling 136,100 square feet of building space, and includes construction of the associated utilities, stormwater management features, and paved parking sufficient to meet the needs of the businesses. Access to the site will occur from construction of a new road at 950 West. The new road crosses Barnard Creek to allow access to the north half of the parcel. This permit authorizes the crossing of Barnard Creek with a total impacts limited to 121 linear feet of creek and the placement of fill in 2.59 acres of other waters of the United States. To mitigate for the impacts to waters of the United States, the permittee is authorized to utilize the 3 acres of mitigation banking credit purchased at the Rainey Mitigation Bank in April 2000 and is also required to create a separate preserve parcel of the avoided waters of the United States and associated buffers on the project site. The authorized fill material will consist of soil and gravel imported from an off-site commercial source and would total approximately 16,700 cubic yards. All work is to be completed in accordance with the attached plan.

**Project Location:**

The project is located at between Interstate 15 and Legacy Highway at 1250 West 1050 North on Barnard Creek which flows to the Great Salt Lake in Section 12, Township 2 North, Range 1



West, Salt Lake Meridian, Latitude 40.9307°, Longitude -111.8932°, Centerville, Davis County, Utah.

**Permit Conditions:**

*General Conditions:*

1. The time limit for completing the work authorized ends on **February 15, 2015**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

*Special Conditions:*

1. To mitigate for the loss of 2.59 acres of waters of the United States, you shall utilize the 3 credits of wetland habitat previously purchased at Rainey Mitigation Bank on April 21, 2000. Evidence of this purchase was provided to this office on April 24, 2000 prior to the initiation of construction activities within waters of the U.S.
2. You shall place avoided and preserved wetlands, other aquatic areas, and any vegetative buffers preserved as part of mitigation for impacts into a separate "preserve" parcel(s)

("Preserve Area") prior to initiation of construction activities within waters of the U.S. A Declaration of Restrictions ("Declaration") in a form approved by the Corps shall be recorded with the Davis County Recorder against the Preserve Area.

- a. The on-site avoided wetlands inside the Preserve Area shall not be made the subject of a future individual or general Department of the Army permit application for fill or any other development, except for the purposes of enhancing or restoring these areas associated with this project. If at a later date avoided areas inside the Preserve Area are no longer within the Corps' jurisdiction, they may be developed at a later date after the conditions for termination of the Declaration have been satisfied.
  - b. You shall develop a specific and detailed management plan for the Preserve Area. This plan shall be submitted to and specifically approved, in writing, by this office prior to initiation of construction activities within waters of the U.S. This plan shall describe in detail any activities that are proposed within the Preserve Area and the long-term funding and maintenance of the Preserve Area.
  - c. No roads, utility lines, outfalls, equipment or fuel storage, grading, firebreaks, grazing, planting, discing, pesticide use, burning, or other structures or activities shall be constructed or occur within the Preserve Area, unless specified in the Preserve Area management plan. Outfalls that flow toward the Preserve Area shall not be constructed without prior approval of this office and shall, if approved, be designed such that they do not contribute to erosion of upland areas or stream channels within the Preserve Area.
3. You shall record the Declaration with the Davis County Recorder within 90 days from the effective date of this permit or prior to initiation of construction activities within waters of the U.S. You shall provide a copy of the recorded Declaration to this office clearly showing a stamp from the appropriate official indicating the book and page at which the Declaration is recorded and the date of recordation. The Corps shall be a party to any modification, alteration, release, termination or revocation of the Declaration and shall review and approve, as necessary, any additional structures or activities that require approval.
  4. To prevent unauthorized fills and unforeseen impacts to avoided or adjacent waters, you shall install appropriate signage around the entire outer boundary of any required buffers for the Preserve Area within the project area, prior to initiation of construction activities within waters of the U.S. The signage shall be placed at all access points into the Preserve Area and shall contain the Corps identification number (SPK-2000-50066), contact information for the preserve manager, and a statement that the Preserve Area is a wetland preserve.
  5. To ensure avoidance of impacts beyond the permit limits, the project permit limits shall be clearly identified in the field with highly visible markers such as construction fencing or silt barriers prior to initiation of any construction activities within waters of the U.S. Such identification shall be properly maintained until construction is completed and the soils have been stabilized. Soils are considered stabilized when the area has 80 percent vegetative cover

or impervious surfaces. Project-related construction activities that result in the placement of fill or dredge material into waters of the U.S. outside the permit limits are prohibited.

6. You shall use only clean and nontoxic fill material for this project. The fill material shall be free from items such as trash, debris, automotive parts, asphalt, construction materials, concrete with exposed reinforcement bars, and soils contaminated with any toxic substance, in toxic amounts in accordance with Section 307 of the Clean Water Act.
7. Road crossings shall be designed to maintain the pre-construction bankfull width of the stream or river channel and accommodate reasonably foreseeable wildlife passage and expected high flows. This shall be accomplished by: (1) employing bridge designs that span the stream or river channel; (2) utilize pier or pile supported structures, and/or; (3) utilize large bottomless culverts with a natural streambed, where the substrate and streamflow conditions approximate existing channel conditions.
8. Prior to initiation any construction activities within waters of the U.S., you shall employ construction best management practices (BMPs) on-site to prevent degradation to on-site and off-site waters of the U.S. Methods shall include the use of appropriate measures to intercept and capture sediment prior to entering waters of the U.S., as well as erosion control measures along the perimeter of all work areas to prevent the displacement of fill material. All BMPs shall be in place prior to initiation of any construction activities and shall remain until construction activities are completed. Erosion control methods shall remain in place until all on-site soils are stabilized. Soils are considered stabilized when the area has 80 percent vegetative cover or impervious surfaces. You shall submit a plan, description, and photo-documentation of your BMPs to our office within 30 days of commencement of construction.
9. You shall notify this office of the start and completion dates for each phase of the authorized work within 30 calendar days prior to initiation of construction activities within waters of the U.S. and 30 calendar days following completion of construction activities.
10. Prior to initiation of construction activities within waters of the U.S., you shall submit to the Corps pre-construction site photographs of the project site, which have been taken no more than 30 days prior to initiation of construction activities. Within 30 days following the completion of all construction activities, you shall submit post-construction site photographs of the project site, showing the work conducted, to the Corps. The camera positions and view angles of post-construction photographs shall be identified on a map, aerial photo, or project drawing. Construction locations shall include all major project features and waters of the U.S., including mitigation areas.
11. You shall conduct all in stream work when the project area is naturally dewatered or during low flow periods if the site cannot be dewatered. No work in the stream shall be conducted during high flow periods.
12. You shall take the actions required to record this permit with the Registrar of Deeds or other appropriate official charged with the responsibility of maintaining records of title to or interest

in real property, within 90 days from the effective date of this permit or prior to initiation of construction activities within waters of the U.S. You shall provide a copy of the recorded permit to this office clearly showing a stamp from the appropriate official indicating the book and page at which the permit is recorded and the date of recordation.

13. The Permittee is responsible for all work authorized herein and ensuring that all contractors and workers are made aware and adhere to the terms and conditions of this permit authorization. You shall ensure that a copy of the permit authorization and associated drawings are available for quick reference at the project site until all construction activities are completed.
14. Within 60 days following completion of the authorized work or at the expiration of the construction window of this permit, whichever occurs first, you shall submit as-built drawings and a description of the work conducted on the project site to this office for review. The drawings shall be signed and sealed by a registered professional engineer and include the following:
  - a. The Department of the Army Permit number.
  - b. A plan view drawing of the location of the authorized work footprint (as shown on the permit drawings) with an overlay of the work as constructed in the same scale as the attached permit drawings. The drawing should show all "earth disturbance," wetland impacts, structures, and the boundaries of any on-site and/or off-site mitigation or avoidance areas. The drawings shall contain, at a minimum, 1-foot topographic contours of the entire site.
  - c. Ground photographs of the completed work. The camera positions and view-angles of the ground photographs shall be identified on a map, aerial photograph, or project drawing.
  - d. A description and list of all deviations between the work as authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings the location of any deviations that have been listed.
15. All terms and conditions of the September 8, 2011 Section 401 Water Quality Certification are expressly incorporated as conditions of this permit.

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
  - ( ) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
  - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

- ( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
- a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
  - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
  - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
  - d. Design or construction deficiencies associated with the permitted work.
  - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant.

Circumstances that could require a reevaluation include, but are not limited to, the following:

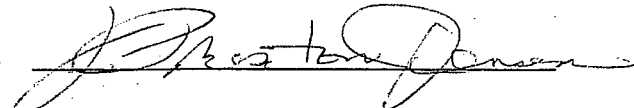
- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

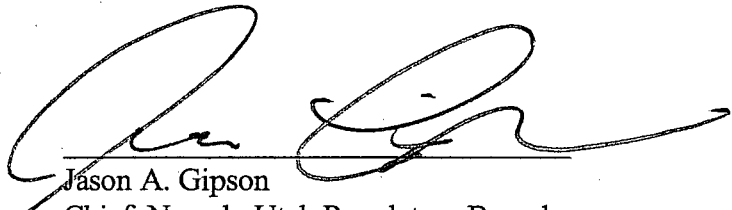
6. Extensions. General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

  
\_\_\_\_\_  
Name J PRESTON JENSEN  
Title TRUSTEE USB PROPERTIES LTD  
Permittee  
Date Feb 24, 2012

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Issued for and behalf of Colonel William J. Leady, P.E., District Commander

  
\_\_\_\_\_  
Jason A. Gipson  
Chief, Nevada-Utah Regulatory Branch  
Date 28 Feb 2012

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Transferee

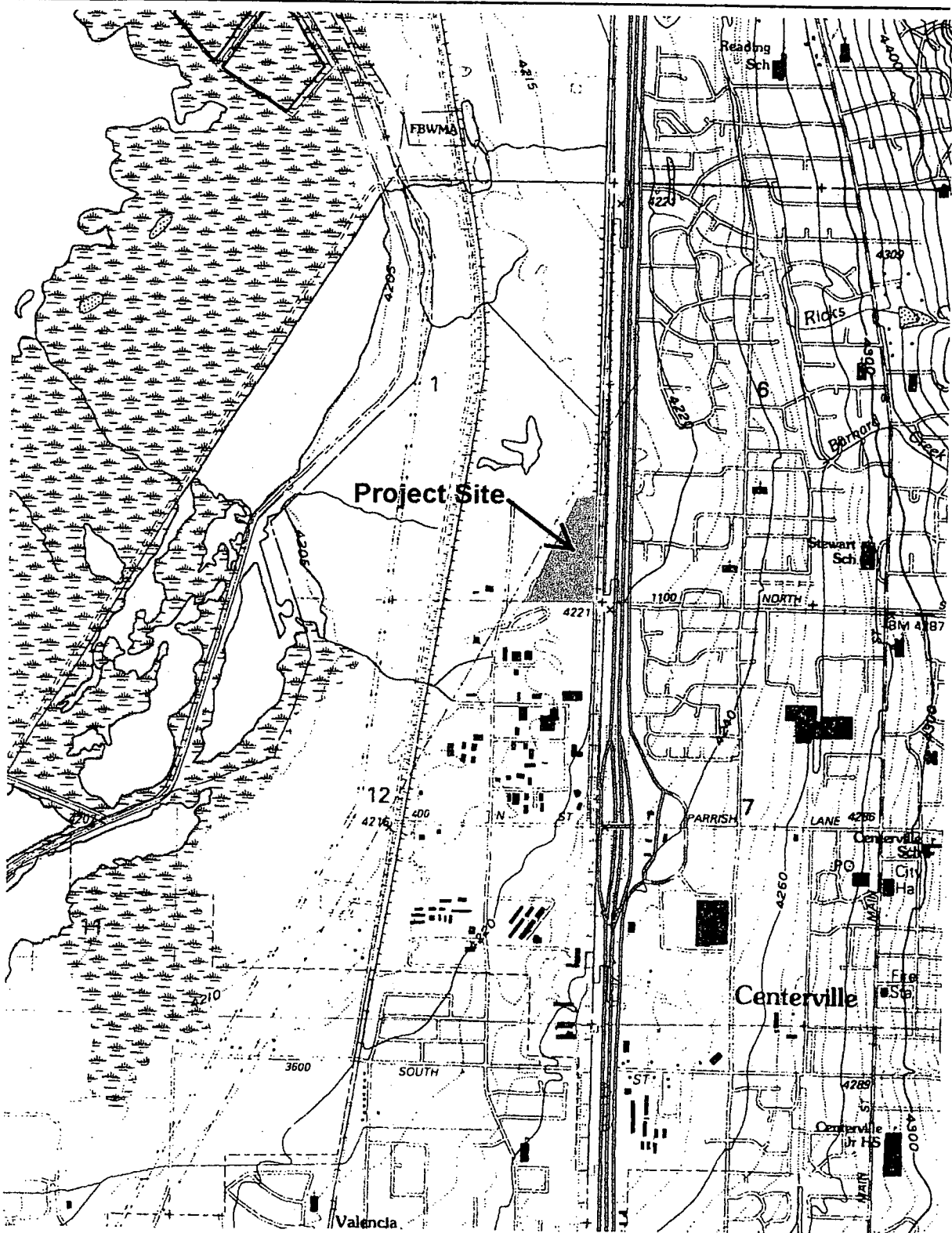
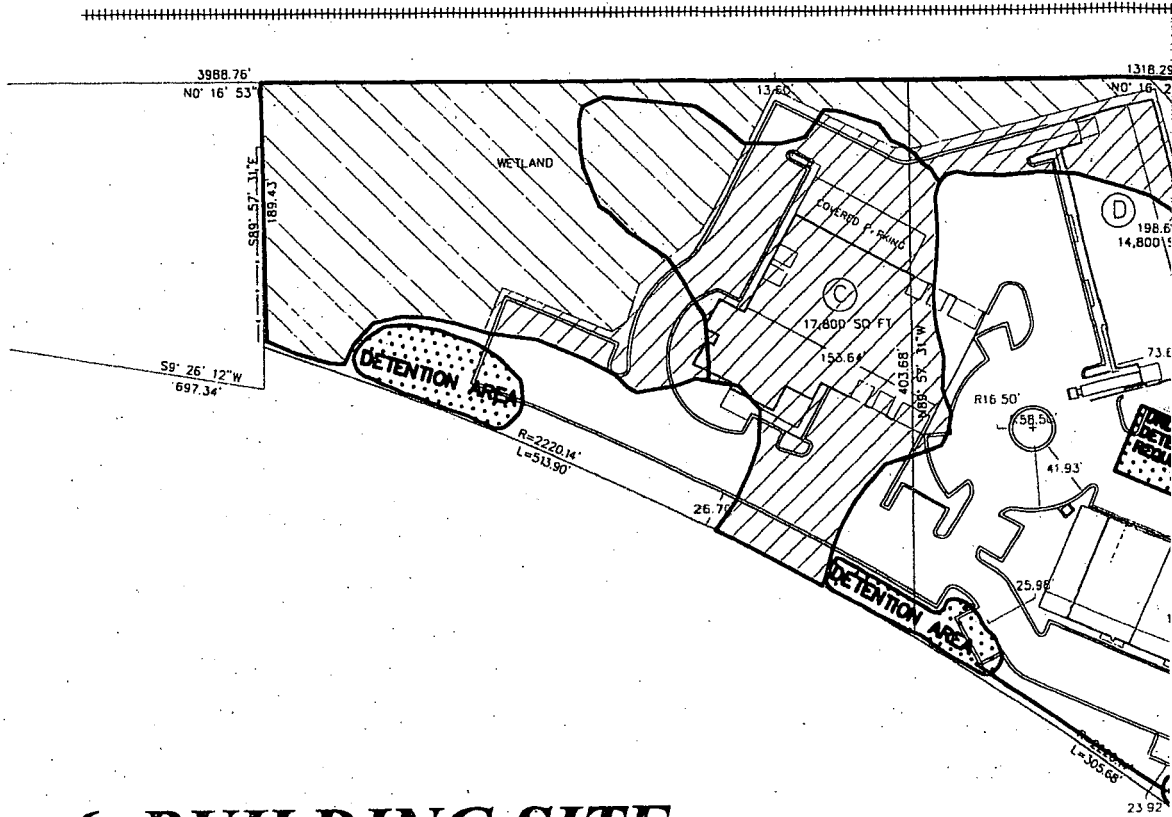


Figure 1. USGS map showing the Project Site.



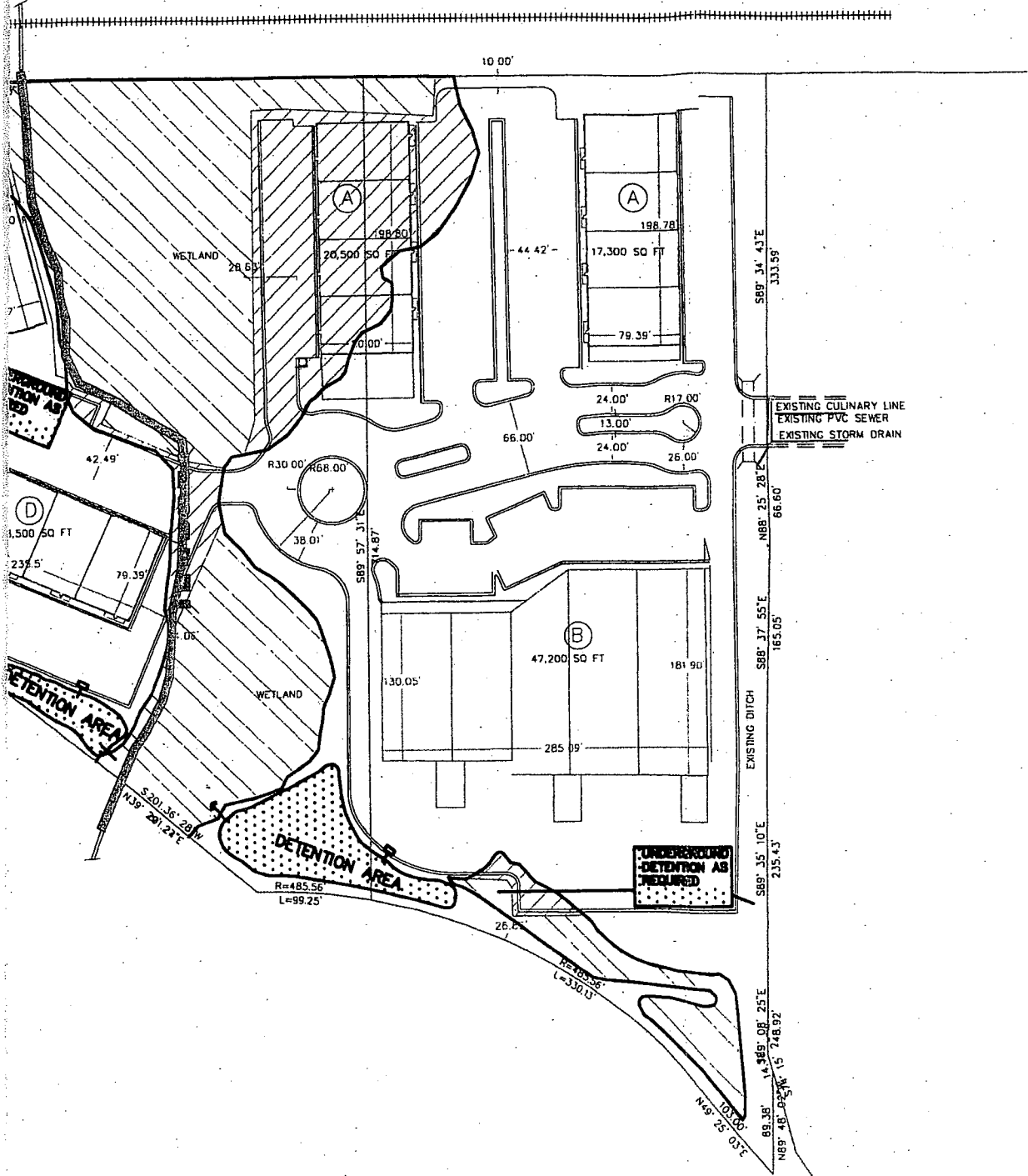
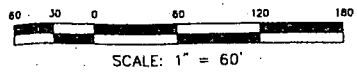


## 6 BUILDING SITE

6 BUILDINGS	= 136,100 SF
WETLANDS REMAINING	= 149,411 SF (3.43 ac)
WETLANDS IMPACTED	= 112,820 SF (2.59 ac)
PARKING STALLS PROVIDED	= 347 STALLS
CREEK CULVERT	= 121 ft.

### MIXED USE

(A)	FLEX OFFICE/WAREHOUSE	3 STALLS/1000	(114 REQ'D)
(B)	DISTRIBUTION WAREHOUSE	1.25 STALLS/1000	(56 REQ'D)
(C)	HIGH IMAGE CORPORATE OFFICE	4 STALLS/1000	(72 REQ'D)
(D)	FLEX WAREHOUSE	3 STALLS/1000	(100 REQ'D)
(E)	STORAGE UNITS	N/A	
			<hr/>
			TOTAL REQ'D. 342



**LEGEND**

- WETLANDS REMAINING
- WETLANDS IMPACTED

**H & A HILL & ARGYLE, Inc.**  
Engineering and Surveying  
161 North 200 West, Suite #4, Bountiful, Utah 84010  
(801) 298-2238 Phone, (801) 298-5983 Fax

CONCEPT  
FOR:  
**USB PROPERTIES  
PARRISH CREEK BUSINESS PARK**  
LOCATED IN THE NE 1/4 OF SECTION 7 AND THE NW 1/4 OF SECTION 8, T1N, R1E, SLB&M  
CENTERVILLE CITY, DAVIS COUNTY, UTAH

DRAWN (NAME) DATE xx/xx/05	APPROVED (NAME) DATE xx/xx/05
REVISION	DATE
SHEET OF	X X
SHEET NAME	WETLAND
DRAWING NAME	MAIN
PROJECT NO.	10-251

April 30, 2012

# **U.S.B. Properties, Ltd.**

655 Cayias Drive  
North Salt Lake, Utah 84054

## **LONG-TERM MONITORING PLAN**

In accordance with 404 Permit #SPK-2000-50066  
with its accompanying Declaration of Restrictions

The overall goal of long-term monitoring is to foster the long term viability of the Site's waters of the U.S. Routine monitoring and minor maintenance tasks are intended to assure the viability of the Preserved Area in perpetuity.

**U.S.B. Properties shall implement the following:**

*O* Monitoring in perpetuity of the property in a relatively natural state with significant ecological and open space values as to provide significant relatively natural habitat for native plants and wildlife;

*O* Protection of the property in perpetuity so as to contribute to the ecological integrity of the watershed, its tributaries, and including protection of values for aquatic habitat including native fish, riparian plant communities, waterfowl, other birds, and wildlife;

*O* Identify, preserve and protect in perpetuity the open space character and related significant natural features and values;

*O* To conserve important habitat for wildlife, to protect rare and unique native plants, to conserve unique aquatic habitat for native fish, and to conserve the diverse riparian and/or other vegetation communities and the wildlife inhabiting those communities;

*O* Ensure full and complete implementation of all provisions of the over-riding "Deed of Restrictions" as applied to the Preserved Area of the entire property.

### **Element A.1 Onsite Avoided Wetlands**

**Objective:** Monitor and conserve the Site's onsite avoided wetlands of the Preserve Areas. Limit any impacts to wetlands from vehicular travel or other adverse impacts.

**Task A.1-1:** U.S.B. Properties will be responsible for conducting at least two annual walk-through surveys each year in perpetuity to monitor the general condition of the avoided wetland areas. These general surveys will be conducted in January and July. General topographic conditions, hydrology, general vegetation cover, invasive species, and erosion will be noted and mapped during a site examination in the spring. Notes to be made will include observations of general extent of wetlands, and any occurrences of erosion, and weed invasion.

**Task A.1-2:** Establish a minimum of eight (2 per area) reference sites for photographs at each avoided wetland area and prepare a site map showing the reference sites for the Preserve Area's file. Reference photographs will be taken at least every five years from the beginning of the long-term monitoring.

### **Element A.2 Non-native Invasive Species**

Invasive species threaten the diversity or abundance of native species through competition for resources, predation, parasitism, interbreeding with native populations, transmitting diseases, or causing physical or chemical changes to the invaded habitat.

**Objective:** Monitor for non-native invasive species, including but not limited to noxious weeds that diminish site quality for which the Preserve Area was intended. U.S.B. Properties shall consult the U.S. Army Corps of Engineers for guidance on what species may threaten the site.

**Task A.2-1:** U.S.B. Properties will prepare a map of non-native invasive species cover or presence during each year of the first five years of site monitoring, to establish a baseline. Mapping shall be accomplished through photography.

**Task A.2-2:** Each year's annual walk-through survey will include an assessment (e.g. visual estimate of cover) of potential or observed noxious weeds or other non-native species invasions, primarily in or around the wetlands.

### **Element A.3 Adaptive Monitoring**

**Objective:** Maintain flexibility to modify monitoring strategies and methods to ensure that the avoided wetland habitats are in good condition such that they will continue to persist as jurisdictional wetlands and support the flora and fauna of the wetland habitats in perpetuity.

**Task A.3-1:** U.S.B. Properties shall consider new technologies and practices in monitoring to achieve the goal of protecting the wetland habitats in perpetuity. Adaptation of the monitoring methods must be agreed upon by U.S.B. Properties and the Corps.

**Element A.4 Security, Safety, and Public Access**

The Preserve Area shall have no general public access, nor any regular public or private use other than the raised walking path as shown on the Parrish Creek Business Park Site Plan. Research and/or other educational programs or efforts may be allowed on the Site as deemed appropriate by the Corps but are not specifically a part of this long-term monitoring plan. Potential wildfire fuels will be reduced, as needed, by mowing in areas where approved by the Corps.

**Objective:** Monitor sources of trash and trespass. Collect and remove trash, repair vandalized structures, and rectify trespass impacts as needed.

**Task A.4-1:** During each site visit, record occurrences of trash and/or trespass. Record type, location, and recommendations to avoid, minimize, or rectify a trash and/or trespass impact in the future.

**Task A.4-2:** At least once yearly, collect and remove as much trash and repair and rectify vandalism and trespass impacts as necessary.

**Element A.5 Fire Hazard Reduction**

**Objective:** Maintain the site as required for fire control while limiting impacts to biological values.

**Task A.5-1:** Use appropriate means of vegetation control, i.e., mowing or grazing, to reduce vegetation in areas required by authority agency(ies), and as approved by the Corps, for fire control.

**U.S.B. Properties, Ltd.**

X Rick Jensen 4/30/2012  
Rick L. Jensen Partner  
(Print Name) (Title)