



U.S. Department
of Transportation
**Federal Highway
Administration**

Central Federal Lands Highway Division

October 1, 2024

12300 West Dakota Avenue
Suite 280
Lakewood, CO 80228-2583
Office: 720-963-3694
Ray.Golden@dot.gov

In Reply Refer To:
HFHD-16

Gary Myers
Weber County Engineering
2380 Washington Blvd., Suite 240
Ogden, UT 84401

Dear Mr. Myers,

Enclosed please find a Department of Transportation Highway Easement Deed for UT FLAP WEB 10(1), also designated as Causey Reservoir Access Road.

This deed was reviewed and signed by the Central Federal Lands Division Director, and notarized. Once the deed has been signed by the authorized county official and recorded with the County Clerk, please return a scanned copy of the recorded document to me.

If you have any questions or concerns, please contact me directly at 720-963-3694.

Sincerely yours,

Ray Golden

Ray Golden
Right of Way

Enclosures:

Highway Easement Deed for UT FLAP WEB 10(1), Causey Reservoir Access Road

WHEN RECORDED, RETURN TO:

HIGHWAY EASEMENT DEED

THIS DEED, made this 30th day of September, 2024, by and between the UNITED STATES OF AMERICA, acting by and through the Department of Transportation, Federal Highway Administration, hereinafter referred to as the Department, and the County of Weber, State of Utah, hereinafter referred to as the Grantee:

WITNESSETH:

WHEREAS, the Grantee has filed application under the provisions of the Act of Congress of August 27, 1958, as amended (23 USC Section 317), for the right of way of a highway over certain land owned by the United States in the State of Utah, which is under the jurisdiction of the Department of Agriculture, Forest Service; and

WHEREAS, the Federal Highway Administrator, pursuant to delegation of authority from the Secretary of Transportation, has determined that an easement over the land covered by the application is reasonably necessary for a right of way for UT FLAP WEB 10(1) also known as Causey Reservoir Access Road; and

WHEREAS, the United States Department of Agriculture, acting by and through the Forest Service, has agreed to the transfer by the Department of an easement over the land to the Grantee;

NOW THEREFORE, the Department as authorized by law, does hereby grant to the Grantee an easement for a right of way for the reconstruction, operation and maintenance of the highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States within the Uintah-Wasatch-Cache National Forest, County of Weber, State of Utah, and being situated upon 2 parcels of land within the following Sections in Township 7 North, Range 3 East and Township 6 North, Range 3 East of the Salt Lake Base and Meridian.

Said easement located within the following:

Township 7 North, Range 3 East, Sections 34, 27 and 26

Township 6 North, Range 3 East, Sections 3 and 2

UT FLAP WEB 10(1) also known as Causey Reservoir Access Road is more particularly described and depicted on Exhibits A and B which are attached hereto and made part hereof.

Subject to the following terms, conditions, and covenants:

1. Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.
2. The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right of way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470ll), and State laws where applicable.
3. The easement herein granted is limited to use of the described right of way and the space above and below the established grade line of the highway pavement for the purpose of reconstruction, operation, and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities: Provided, that the right of the Forest Service to use or authorize the use of any portion of the right of way for nonhighway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and, in any case, the Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights; and provided further, that nothing herein shall preclude the Forest Service from locating National Forest and other Department of Agriculture information signs on the portions of the right of way outside of construction clearing limits, (except that such signs shall not be located on the right of way of an Interstate System).
4. Consistent with American Association of State Highway and Transportation Officials safety standards, the Grantee shall:
 - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right of way outside of construction limits.
 - b. Provide for the prevention and control of soil erosion within the right of way and adjacent lands that might be affected by the construction, operation, or maintenance of the highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.

5. The Grantee shall not establish borrow, sand, or gravel pits; stone quarries, permanent storage areas; sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right of way; unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
6. The Grantee shall maintain the right of way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right of way to be chemically treated.
7. The Grantee, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with in that:
 - a. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination regarding any facility located wholly or in part on, over, or under such lands hereby conveyed;
 - b. The Grantee shall use said easement and right of way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and said regulations as may be amended.
8. The Grantee shall reestablish or restore public land monuments, other land monuments identifying property corners or witness markers disturbed or destroyed by construction, reconstruction, or maintenance according to instructions of the Bureau of Land Management, Department of the Interior or in accordance with standards established by applicable federal and state law.
9. When need for the easement herein granted no longer exists, the Grantee shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall revert immediately to the full control of the Department of Agriculture.

AND further subject to the following terms, conditions, and covenants attached herewith and made a part thereof as stated in Exhibit 01.

FOR GRANTOR:

IN WITNESS WHEREOF, I, Marcus D. Wilner, Division Director, pursuant to delegations of authority from the Secretary of Transportation and the Federal Highway Administrator, and Chief Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

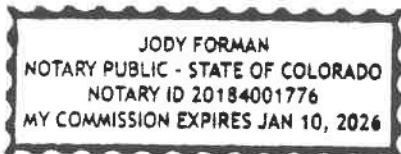
9/30/24
Date

Marcus D. Wilner
Division Director, Central Federal Lands Highway Division

I, Jody Forman, a Notary Public in and for the State of Colorado, do hereby that before me personally appeared, Marcus Wilner, Division Director, Federal Highway Administration, and acknowledged that the foregoing instrument was voluntarily executed by [him/her] in [his/her] official capacity and authority vested by law.

Witness my hand and seal this 30 day of September, 2024.

(Seal)



Jody Forman
Notary Public
My commission expires 10 Jan 26

FOR GRANTEE:

In compliance with the conditions set forth in the foregoing Deed, County of Weber, State of Utah, certifies, and by the acceptance of this Deed, accepts the right of way over certain land herein described and agrees for itself, its successors and assigns forever to abide by the conditions set forth in said deed.

Date

Weber County

STATE OF UTAH

COUNTY OF WEBER

I, _____, a Notary Public in and for said County and State, hereby certify that whose name as _____ is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, in _____ capacity as such _____ executed the same voluntarily on this day.

Witness my hand and seal this this _____ day of _____, 20_____.

(SEAL)

NOTARY PUBLIC
My Commission expires _____.

EXHIBIT 01

OPERATION, MAINTENANCE, AND CONSTRUCTION STIPULATIONS

This transfer being subject to the following terms and conditions as per FHWA and FS MOU:

1. Outstanding valid claims, if any, existing on the date of this grant, and the Grantee shall obtain such permission as may be necessary on account of any such claims.
2. The right-of-way should be nonexclusive with the FS retaining all rights to issue authorizations for uses not inconsistent or incompatible with highway use. The FS shall consult with the Highway Agent on appropriate stipulations to protect the roadway facility prior to the issuance of such authorization.
3. The FS will retain the right to any merchantable timber and all other resource materials not specifically appropriated, within the boundaries of the appropriation. The Highway Agent will notify the FS which timber or other resource materials within the appropriation are scheduled to be removed and the FS will determine whether a timber sale or other authorization for removal is appropriate.
4. All signing within the right-of-way will be installed and maintained by the Highway Agent. The Highway Agent will provide signs to mark National Forest boundaries (both for entering and leaving), intersecting Forest Service roads, directional signs to nearby National Forest information facilities which are staffed throughout the year, and signs to geographic or recreation areas. All signing will be in accordance with the Manual on Uniform Traffic Control Devices. Where feasible, the Highway Agent will install displays (panels or posters), furnished by the FS, at Interstate rest stops near National Forest.
5. The FS may provide conditions protecting the adjacent National Forest System lands from construction and maintenance activities which may cause off-right-of-way adverse effects, such as wildfire, chemical control of vegetation and animals, runoff drainage, and revegetation with nonnative species.
6. The Grantee and the Regional Forester shall make determination as to the necessity for archeological and paleontological reconnaissance and salvage within the right-of-way, and such reconnaissance and salvage to the extent determined necessary because of construction of the highway facility, is to be undertaken by the Grantee in compliance with the acts entitled An Act for the Preservation of American Antiquities, approved June 8, 1906 (34 Stat. 225, 16 U.S.C. 432-433), the Archaeological Resources Protection Act of 1979 (93 Stat. 721, 16 U.S.C. 470aa-470ll), and State laws where applicable.

7. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of operation and maintenance of an existing highway and does not include the grant of any rights for non-highway purposes or facilities: Provided, that the right of the Forest Service to use or authorize the use of any portion of the right-of-way for non-highway purposes shall not be exercised when such use would be inconsistent with the provisions of Title 23 of the United States Code and of the Federal Highway Administration regulations issued pursuant thereto or would interfere with the free flow of traffic or impair the full use and safety of the highway, and, in any case, the Grantee and the Federal Highway Administration shall be consulted prior to the exercise of such rights; and Provided further, That nothing herein shall preclude the Forest Service from locating National Forest and other United States Department of Agriculture information signs on the portions of the right-of-way outside of construction clearing limits.
8. Consistent with highway safety standards, the Grantee shall:
 - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
 - b. Provide for the prevention and control of soil erosion within the right-of-way and adjacent lands that might be affected by the construction, operation, or maintenance of the existing highway, and shall vegetate and keep vegetated with suitable species all earth cut or fill slopes feasible for revegetation or other areas on which ground cover is destroyed where it is deemed necessary during a joint review between the Regional Forester and the Grantee prior to completion of the highway and the Grantee shall maintain all terracing, water bars, leadoff ditches, or other preventive works that may be required to accomplish this objective. This provision shall also apply to slopes that are reshaped following slides which occur during or after construction.
9. The Grantee shall establish no borrow, sand, or gravel pits; stone quarries, permanent storage areas; sites for highway operation and maintenance facilities, camps, supply depots, or disposal areas within the right-of-way; unless shown on approved construction plans, without first obtaining approval of the Regional Forester.
10. The Grantee shall maintain the right-of-way clearing by means of chemicals only after consultation with the Regional Forester. Consultation must address the time, method, chemicals, and the exact portion of the right-of-way to be chemically treated.
11. The Grantee will notify the Forest Service when the need for the appropriation no longer exists. Upon notification Forest Service will either (1) accept the highway as is, or (2) require rehabilitation standards that the Grantee must complete. Upon completion of the rehabilitation and acceptance of same by the Forest Service, the Grantee will notify the Department, in writing, of the relinquishment. Upon receipt of this notice of relinquishment, by the Department, the lands appropriated will immediately revert to the Forest Service without further legal action.

**PERMANENT EASEMENT FOR ROADWAY PURPOSES
EXHIBIT A**

Parcel Number:	Parcel 1	Date Prepared:	02-FEB-24
Schedule Number:	FR 20139		
Owner:	USA (USFS)	Salt Lake Base and Meridian	
		Beginning:	SE $\frac{1}{4}$ NE $\frac{1}{4}$, S34 T7N, R3E
Net Acquisition:	20.46ac/ 5970.35'	Ending:	NW $\frac{1}{4}$ SW $\frac{1}{4}$, S34 T7N, R3E
Project Information:		Description Prepared By:	
Project Number:	UT FLAP WEB 10(1)	United States Department of Transportation Federal Highway Administration Central Federal Lands Highway Division	
Project Name:	Causey Reservoir		
Location:	Weber County, UT		

A Permanent Easement for a public road and highway along and across a strip of land, hereinafter defined as the right of way (over and across the lands in the County of Weber, State of Utah) as depicted on Exhibit B, titled UT FLAP WEB 10(1) Causey Reservoir Access Road and attached hereto.

Commencing at the intersection of the Forest Service/Bureau of Reclamation 1977 Memorandum of Agreement Boundary and Wheat Grass Canyon Road (FR 20139) centerline which lies within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 34, Township 7 North, Range 3 East, Salt Lake Base and Meridian (SLBM), being the Point of Beginning;

Thence northerly along the road centerline through the following aliquot parts of USFS lands:

Township 7 North, Range 3 East, SLBM, Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$
 Section 27: SE $\frac{1}{4}$ SE $\frac{1}{4}$
 Section 26: SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$

To the end of the easement centerline, being S 44°34'40" W, 80.42 feet from FHWA CP #2002 (set 3 $\frac{1}{4}$ "Aluminum Cap). 20.46 acres more or less.

Said easement being 5970.35 feet or 1.13 miles in length, and 150 feet wide, the sidelines of which are parallel with and 75 feet each side of the centerline. The sidelines of said easement are to be lengthened or shortened to eliminate any gaps or overlaps and are to begin and end at the cited lines. Together with any and all man-made features, including cut and fill slopes and drainage structures adjacent to the roadbed of said highway.

The road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

Basis of Bearings: Bearings are based on the line between FHWA CP #2004 (set 3 1/4" Aluminum Cap) to FHWA CP #2002 (set 3 1/4" Aluminum Cap) being N 06°01'33" E.

The right of way is shown and specifically described on the plan attached hereto and made a part hereof. The road is known as Wheat Grass Canyon Road (FR 20139).

The word "right of way" when used herein means said strip of land whether there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right of way or any segment of such roads or highways.

**PERMANENT EASEMENT FOR ROADWAY PURPOSES
EXHIBIT A**

Parcel Number:	Parcel 2	Date Prepared:	02-FEB-24
Schedule Number:	FR 20019		
Owner:	USA (USFS)	Salt Lake Base and Meridian	
		Beginning:	NE $\frac{1}{4}$ SE $\frac{1}{4}$, S34 T7N, R3E
Net Acquisition:	12.82ac/ 3708.52'	Ending:	SW $\frac{1}{4}$ NW $\frac{1}{4}$, S2 T6N, R3E
Project Information:		Description Prepared By:	
Project Number:	UT FLAP WEB 10(1)	United States Department of Transportation Federal Highway Administration Central Federal Lands Highway Division	
Project Name:	Causey Reservoir		
Location:	Weber County, UT		

A Permanent Easement for a public road and highway along and across a strip of land, hereinafter defined as the right of way (over and across the lands in the County of Weber, State of Utah) as depicted on Exhibit B, titled UT FLAP WEB 10(1) Causey Reservoir Access Road and attached hereto.

Commencing at the intersection of the Forest Service/Bureau of Reclamation 1977 Memorandum of Agreement Boundary and Skull Crack Road (FR 20019) centerline which lies within the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 34, Township 7 North, Range 3 East, Salt Lake Base and Meridian (SLBM), being the Point of Beginning;

Thence southerly along the road centerline through the following aliquot parts and Government Lots of USFS lands:

Township 7 North, Range 3 East, SLBM, Section 34: NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Township 6 North, Range 3 East, SLBM, Section 3: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 2: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$

To the end of the easement centerline being S 06°02'09" W, 284.40 feet from FHWA CP #2004 (set 3 $\frac{1}{4}$ "Aluminum Cap). 12.82 acres, more or less.

Said easement being 3708.02 feet or 0.70 miles in length, and 150 feet wide, the sidelines of which are parallel with and 75 feet each side of the centerline. The sidelines of said easement are to be lengthened or shortened to eliminate any gaps or overlaps and are to begin and end at the cited lines. Together with any and all man-made features, including cut and fill slopes and drainage structures adjacent to the roadbed of said highway.

The road is located substantially as described herein, the centerline of said road as constructed is hereby deemed accepted by Grantor and Grantee as the true centerline of the easement granted.

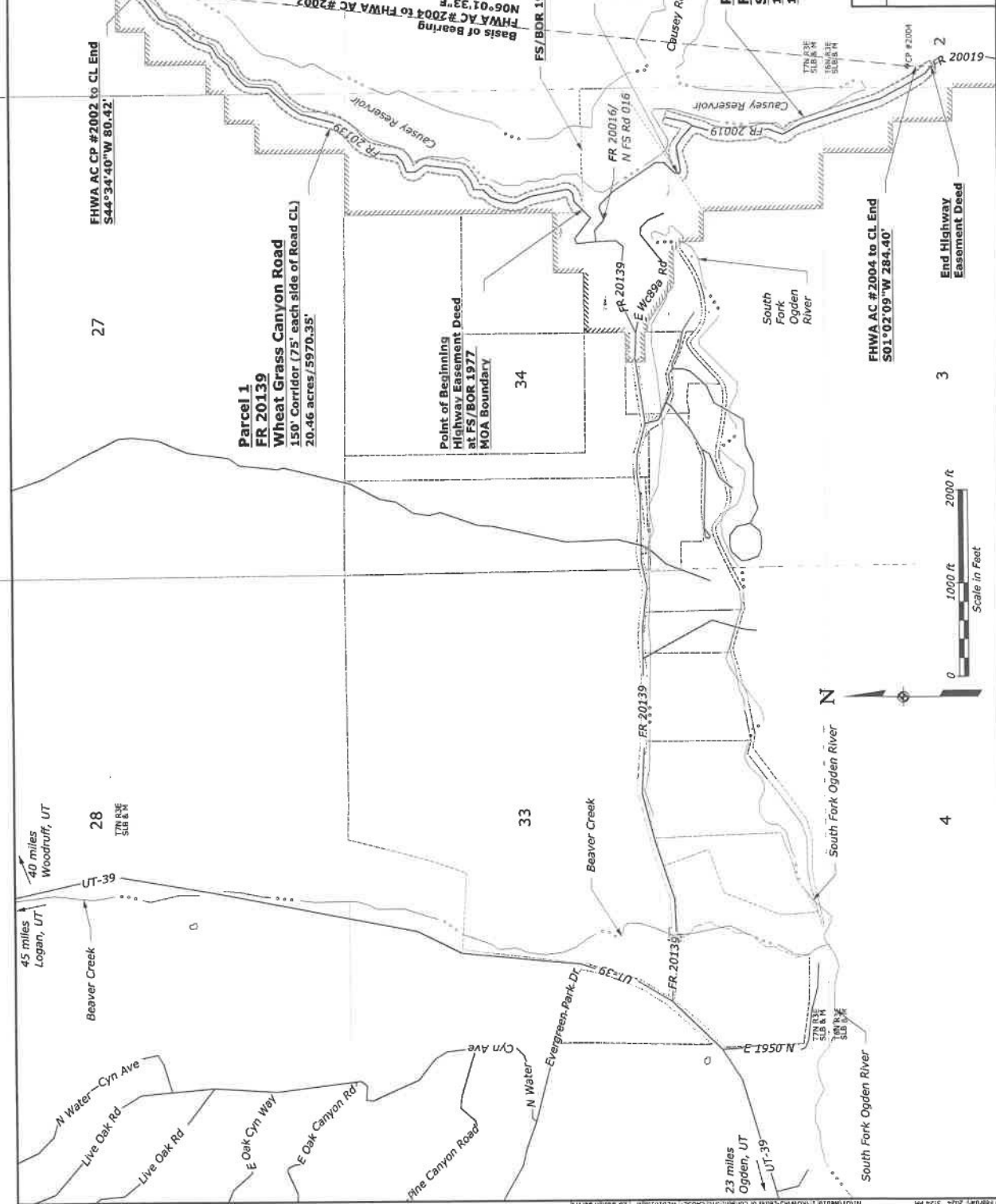
Basis of Bearings: Bearings are based on the line between FHWA CP #2004 (set 3 1/4" Aluminum Cap) to FHWA CP #2002 (set 3 1/4" Aluminum Cap) being N 06°01'33" E.

The right of way is shown and specifically described on the plan attached hereto and made a part hereof. The road is known as Skull Crack Road (FR 20019).

The word "right of way" when used herein means said strip of land whether there is an existing road or highway located thereon. Except where it is defined more specifically, the word "highway" shall mean roads or highways now existing or hereafter constructed on the right of way or any segment of such roads or highways.

SHEET NUMBER
Ex B

PROJECT
UT FLAP WEB 10(1)
CAUSEY RESERVOIR ACCESS



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
OFFICE OF FEDERAL LANDS HIGHWAY

**UT FLAP WEB 10(1)
Causey Reservoir Access Road
EXHIBIT B**



PROJECT UT FLAP WEB 10(1) CAUSEY RESERVOIR ACCESS	SHEET NUMBER A4
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Review FP14, Section 152.02

Project : UT FLAP WEB 10(1) Causey Reservoir Access

Date Of Field Work : Apr, 2022
Date Of Final Adjustment : Apr, 2022

Project Units : US Survey Feet
Datum: Nad 1983 (Conus)
Zone: Utah North 4301
Geoid: Geoid12B (Conus)
Opus Epoch Date : 2010.0000
Vertical Datum : Navd88 All Elevations Are Modeled using Geoid12B, holding OPUS on 2003

ALI File Dated : 9/19/22
ALI File Name : ALI_WEB101.dgn Alignment : BL

POINT NUMBER	STATE PLANE COORDINATES			GEO COORDINATES			ELLIPSOID HEIGHT	MAPPING ANGLE	COMBINED FACTOR	STATION	OFFSET	DESCRIPTION
	NORTH	EAST	ELEVATION	LATITUDE	LONGITUDE	HEIGHT						
2001	3631999.03	1607331.62	5454.75	41°17'49.63200"N	111°37'13.47600"W	5413.89	-0°04'44"	0.999698841	off alignment	FWHA AC		
2002	3637799.07	1618569.11	5711.62	41°18'47.05200"N	111°34'46.30800"W	5661.14	-0°03'07"	0.999698666	off alignment	FWHA AC		
2003	3632059.30	1617115.11	5779.21	41°17'50.35200"N	111°35'05.28000"W	5728.56	-0°03'22"	0.999683338	off alignment	FWHA AC		
2004	3620346.12	1617676.83	5707.26	41°17'23.55200"N	111°34'57.00000"W	5656.59	-0°03'18"	0.999686672	229 + 46.12 177.75	FWHA AC		

PROJECT AVERAGES = 0.99968864

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
CENTRAL FEDERAL LANDS HIGHWAY DIVISION

CONTROL SHEET

NOTE: TO PRECISELY CHECK DISTANCES BETWEEN POINTS AS MEASURED ON THE GROUND :
INVERSE THE STATE PLANE COORDINATES AND DIVIDE THE COMPUTED DISTANCE
BY A MEAN COMBINED FACTOR OF THE TWO POINTS.

TO COMPUTE GEODETIC AZIMUTHS USE THE FOLLOWING FORMULA :
GEODETIC AZIMUTH = GRID AZIMUTH + MAPPING ANGLE

23 AUGUST 2023 2:13 PM C:\Users\jason\AppData\Local\Temp\20230823_152022\ALI_WEB101.dgn