

A RESOLUTION OF THE OREM CITY COUNCIL DECLARING CERTAIN PROPERTIES AS SURPLUS AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE STATE OF UTAH, BY AND THROUGH THE DIVISION OF FIRE, FORESTRY AND STATE LANDS TO CONVEY SAID PROPERTIES TO THE STATE IN EXCHANGE FOR A LEASE OF A PORTION OF THE PROPERTIES TO THE CITY FOR A PERIOD OF 99 YEARS

WHEREAS the City owns four parcels of property (hereinafter collectively the "Properties") located in the vicinity of 1020 South 2300 West which parcels are listed and described below:

<u>Approximate Address</u>	<u>Approximate Size</u>	<u>Utah County Parcel Number</u>	<u>Current Zoning</u>	<u>Current Use</u>
1) 1020 S 2300 W	27.64 acres	18:022:0006	RA-5	golf course/open space
2) 1050 S 2040 W	2.04 acres	18:023:0003	RA-5/PF	golf course/open space
3) 1020 S 2150 W	0.75 acres	18:023:0018	RA-5	golf course
4) 1080 S 1920 W	0.30 acres	18:026:0077	PF	golf course

(RA-5 = Utah County Residential Agricultural 5 zone; PF = Orem Public Facility zone); and

WHEREAS the Properties lie below the Utah Lake 1856 Meander Line: and

WHEREAS title to lands lying below the Meander Line was originally vested in the United States of America; and

WHEREAS the City cannot trace its chain of title in the Properties back to any federal patent conveying title to any of the City's predecessors in interest in the Properties and it appears that no federal patent was ever issued to convey title to the Properties; and

WHEREAS there is therefore a significant question as to the validity of the City's title to the Properties; and

WHEREAS the federal government has expressed a willingness to convey its interest to the lands lying below the Meander Line, including the Properties, to the State; and

WHEREAS the State has expressed an interest in accepting the conveyance of the properties lying below the Meander Line and in using and maintaining such properties for recreational and open space uses; and

WHEREAS in order to resolve any questions about title to the Properties, the State desires to have the City quit claim its interest in the Properties to the State; and

WHEREAS in exchange for the quit claim of the Properties to the State, the State is willing to enter into an agreement with the City to allow the City to occupy and use a portion of the Properties under a lease (the "Lease") of 99 years; and

WHEREAS a copy of the Lease is attached hereto as Exhibit "A" and by reference is made a part hereof; and

WHEREAS a portion of the Properties is currently occupied and used by the Sleepy Ridge Golf Course and a part is also used as an outfall area for the Orem wastewater treatment plant; and

WHEREAS the Lease would also allow the City to use a portion of the Properties to develop a trailhead to provide access to the future Walkara Way Project which will provide a significant amenity to the citizens of Orem; and

WHEREAS Section 2-7-10 of the Orem City Code provides that the City Council may declare any City-owned significant parcel of real property to be surplus and the City may dispose of such property after allowing an opportunity for public comment on the proposed disposition and giving reasonable notice of the proposed disposition at least 14 days before the opportunity for public comment; and

WHEREAS the City Council provided an opportunity for public comment on the proposed disposition at a public meeting held on April 28, 2026; and

WHEREAS the City has provided reasonable notice of the proposed disposition at least 14 days before the public meeting referenced above in accordance with Orem City Code Section 2-7-10(D).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OREM, UTAH AS FOLLOWS:

1. The City Council of the City of Orem hereby declares the following parcels of real property to be surplus:

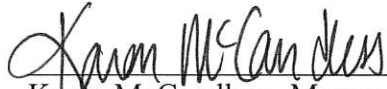
<u>Approximate Address</u>	<u>Approximate Size</u>	<u>Utah County Parcel Number</u>	<u>Current Zoning</u>	<u>Current Use</u>
1) 1020 S 2300 W	27.64 acres	18:022:0006	RA-5	golf course/open space
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3) 1020 S 2150 W	0.75 acres	18:023:0018	RA-5	golf course
4) 1080 S 1920 W	0.30 acres	18:026:0077	PF	golf course

2. The City Council hereby finds that conveyance of the properties listed above to the State of Utah, by and through the Division of Fire, Forestry and State Lands in exchange for a lease by the State to the City of a portion of the Properties pursuant to a 99 year lease, is in the best interest of the City and the City Council hereby authorizes said conveyance and further

authorizes the execution of the Lease by the Mayor in substantially the form shown in Exhibit "A".

3. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this 28th day of April, 2026.

  
\_\_\_\_\_  
Karen McCandless, Mayor

ATTEST:

  
\_\_\_\_\_  
Teresa McKittrick, City Recorder



COUNCILMEMBER	AYE	NAY	ABSTAIN
Karen McCandless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeff Lambson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jenn Gale	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quinn Meham	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LaNae Millett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chris Killpack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal Muhlestein	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



## CONDITIONAL PROPERTY TRANSFER AND RELEASE AGREEMENT

This Conditional Property Transfer and Release Agreement (“**Agreement**”) is entered into upon the date of the last signature (“**Effective Date**”) by and between the State of Utah, by and through its Division of Forestry, Fire and State Lands (“**Division**” or “**State**”) and the City of Orem (“**Orem**”). The Division and Orem City are referred to collectively as the “**Parties**” and individually as a “**Party**.”

### RECITALS

WHEREAS, Orem is the current owner of record of certain parcels of real property located in Utah County, identified as Utah County Parcel Nos. 18:022:0006, 18:023:0018 and 18:023:0003 (the “**Parcels**”).

WHEREAS, Orem was named as landowner defendant and the Division as the plaintiff in *Utah v. United States*, Civil No. 2:97-cv-0927 before the United States District Court, District of Utah (the “**Suit**”).

WHEREAS, to resolve the Suit between the Parties, on August 8, 2000, the City of Orem executed a quitclaim deed conveying its interest in and to the land of the bed of Utah Lake located below the meander line, (“**Quitclaim Deed**”), attached hereto as “**Exhibit A**.” The Quitclaim Deed was recorded with Utah County on August 8, 2000 as entry number 61948.

WHEREAS, the Quitclaim Deed is “[s]ubject to certain conditions and limitations as set forth in the Agreement of Stipulation and Compromise entered into by the above-named parties.” However, as of the date of this Agreement, neither Party can locate a fully executed Agreement of Stipulation and Compromise, so it is possible one was never signed by both Parties.

WHEREAS, in August of 2003, Charles Garner conveyed the Parcels to Orem City by quitclaim deeds and special warranty deed.

WHEREAS, on April 13, 2011, the Division and the United States of America executed and filed with the Court a “Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America” (“**USA Stipulation**”), attached hereto as “**Exhibit B**.”

WHEREAS, the USA Stipulation resulted in a settlement of the boundary between Division-managed Utah Lake sovereign land and federally owned upland in the area known as “Powell Slough” which includes all or portions of the Parcels.

WHEREAS, the Division has received an offer to accept a donation of the federal land upland of the USA Stipulation and lakeward of the 1865 Meander Line from the United States Bureau of Reclamation (“**BOR**”) (the “**BOR Donation**”) but wishes to enter into this Agreement to avoid future litigation or conflict regarding ownership of the Parcels.

WHEREAS, in furtherance of the potential BOR Donation and in preparation for the expenditure of funds related to the Walkara Way Project, which includes the proposed construction of the

Walkara Way Trail, the Division obtained a litigation guarantee on properties within the Powell Slough area, including the Parcels, in March 2022.

WHEREAS, the title search report found that the United States owns the land upland of the boundary settlement line reached with the State in 2011 and lakeward of the 1856 Meander Line, including all of Parcel No. 18:022:0006 and a portion of Parcel No. 18:023:0003.

WHEREAS, the Parties acknowledge that they have been unable to locate a patent from the United States for any part of the Parcels contained within the land claimed by BOR, and that Orem's interest in all or a portion of the Parcels at the time the Quitclaim Deed was executed is questionable. Further, the Parties acknowledge that it does not appear that either Charles Garner, or his predecessors had a patent from the United States for any part of the Parcels contained within the land claimed by BOR, and therefore, Charles Garner may not have had an interest to convey to Orem in 2003.

WHEREAS, the Division has title to Parcel Nos. 18:023:0021 and 18:023:0024, lying below the 1856 Meander Line.

WHEREAS, the Parties now desire to resolve any outstanding or future claims regarding the Parcels as between the Parties under the following terms and condition.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Release Orem's Claims to the Parcels and Ownership of the Parcels.** Subject to the condition subsequent set forth in Paragraph 4 below, Orem will assign, convey and transfer any interest or claims to ownership of Parcel No. 18:022:0006, Parcel No. 18:023:0018, Parcel No. 18:026:0077, and the portion of Parcel No. 18:023:0003 lying below the 1856 Meander Line, to the Division. Within thirty (30) days of receipt of the notice described in Paragraph 4, Orem shall execute a quitclaim deed conveying the Parcels substantially in the same form as "**Exhibit C**", attached hereto. The Division shall promptly record the quitclaim deed with Utah County. The Parcels to be conveyed from Orem City to FFSL are depicted in the map, attached hereto as "**Exhibit D.**"

1.1. **Division Lease to Orem.** As consideration for Orem executing and recording the quitclaim deed discussed in Paragraph 1 and subject to the condition subsequent set forth in Paragraph 4 below, the Division shall grant Orem a 99-year lease ("**Lease**") for the use of the area depicted and described in "**Exhibit E,**" lying within Parcel Nos. 18:023:0021 and 18:023:0024 owned by FFSL and within the BOR Donation land. The purpose of the Lease shall be for Orem (and/or Orem's lessees or assigns) to maintain the existing golf course and for the installation, maintenance and use of future trail connections, trailhead and associated amenities, utilities, and facilities for the Walkara Way Trail which is to be constructed on the BOR Donation land, and for the installation, maintenance and use of facilities or utilities related to other trails, open space, or public recreational uses. Additionally, the purpose of the Lease shall be for Orem to operate, upgrade, replace and maintain the existing storm water

and sewer utilities located within the proposed Lease area, including the existing sewer effluent outfall utility line and the existing Springwater sewer lift station. The Lease will prohibit uses which may be incompatible with the purpose of the Lease. Because the Lease will be issued as part of the settlement and resolution of the ongoing landownership dispute, the Division shall not charge Orem a rental fee for the Lease. The Lease term shall be for a term of 99 years, as long as Orem continues to maintain and utilize the leased premises for the purposes described herein.

2. **No Legal Interest.** The Parties agree that following the conveyance, transfer and assignment of its claims to ownership of the Parcels, neither Orem nor its successors in interest will have any interest in the Parcels, except for land lying upland of the BOR Donation land and except for the Lease described above.

3. **Mutual Release of Claims.** Subject to the condition subsequent set forth in Paragraph 4 below and except as otherwise provided in this Agreement, each Party hereby releases, acquits, and forever discharges the other Party, its officers, directors, agents, employees, successors, and assigns from any and all claims, demands, liabilities, obligations, actions or causes of action, whether known or unknown, arising out of or related to the Parcels, except for any action that may arise out of or related to the Lease issued by the Division to Orem or any dispute which may arise in the performance and/or enforcement of this Agreement.

4. **Condition Subsequent.** This Agreement is subject to the following condition subsequent: the BOR Donation is completed and the applicable conveyance documents are recorded with the Utah County Recorder's Office within five (5) years after the Effective Date. Within seven (7) days of receipt of the conveyance documents from BOR, FFSL shall provide notice of the same to Orem.

5. **Failure to Fulfill the Condition Subsequent.** In the event FFSL does not accept the BOR Donation and the applicable conveyance documents are not recorded with Utah County Recorder's Office within five years after the Effective Date, or by an alternative date as mutually agreed upon by the Parties, this Agreement shall automatically terminate and neither Party is required to perform its respective obligations under this Agreement.

6. **Walkara Way Project.** In the event the BOR Donation is completed, the Parties agree to work collaboratively to further the Walkara Way Project and the Division shall consult Orem City during project planning and design. In the event the BOR Donation is completed, Orem also agrees to allow the trailhead facilities, which shall be located on the land leased to Orem by the Division pursuant to Section 1.1, to be connected to Orem water and sewer services provided that such connection is reasonably feasible and practicable.

7. **No Admission of Liability.** This Agreement is not an admission of liability or wrongdoing by either Party but is entered into solely for the purpose of resolving all matters between the Parties.

8. **No Assignment.** Each Party represents and warrants that it has not assigned, transferred or purported to assign or transfer, voluntarily or involuntarily, or by operation of law, any matters or interests released pursuant to this Agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without regard to its conflict of laws principles.

10. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether oral or written.

11. **Amendment and Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**APPROVED AS TO FORM:**

Derek E. Brown  
Utah Attorney General

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By: Trevor Lang  
Assistant Attorney General

**STATE OF UTAH**

Division of Forestry, Fire and State Lands

\_\_\_\_\_  
By: Jamie Barnes, Director

STATE OF UTAH            )  
  )ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me Jamie Barnes, Director of the Utah Division of Forestry, Fire & State Lands, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that she executed the same on behalf of said Division.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Utah,  
County of Salt Lake

**CITY OF OREM**

\_\_\_\_\_  
By:

STATE OF UTAH            )  
  )ss.  
COUNTY OF UTAH        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, personally appeared before me, \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and who has acknowledged to me that she executed the same on behalf of the City of Orem.

IN WITNESS WHEREOF, I have hereunto set my official signature and affixed my notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC, in and for the State of Utah,  
County of Utah

**EXHIBIT A TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**AUGUST 8, 2000 QUITCLAIM DEED FROM OREM TO THE DIVISION**

# Quitclaim Deed

THIS DEED, Made this 8 day of August, A.D. 19<sup>2000</sup>, between

THE CITY OF OREM  
56 North State Street  
Orem, UT 84057

ENT 61948; 2000 PG 1 of 2  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Aug 08 2:49 pm FEE 0.00 BY JU  
RECORDED FOR OREM CITY

Grantor, and

THE STATE OF UTAH  
DIVISION OF FORESTRY, FIRE & STATE LANDS  
1594 West North Temple, Suite 3520  
Salt Lake City, UT 84114

Grantee,

WITNESSETH, That said CITY OF OREM, by these presents, does remise, release, sell, convey and QUITCLAIM unto the said STATE OF UTAH, DIVISION OF FORESTRY, FIRE & STATE LANDS, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the CITY OF OREM has in and to the land of the bed of Utah Lake, located west of and below the following described Meander Line lying and being in the County of Utah and State of Utah to-wit:

Commencing at the point of intersection between the northwesterly deeded boundary of a parcel described and recorded under entry #100873-97 in the Utah County Recorder's Office, and the calculated 1856 Utah Lake Meander Line as resurveyed in 1931, said point of intersection being more specifically described as being located West, 4835.89 feet and South, 396.34 feet from the East Quarter Corner of Section 20, Township 6 South, Range 2 East, SLB&M, thence the following along said Meander Line:

S 43-27-32 E, 276.04 feet;  
S 49-51-30 E, 1797.32 feet;  
S 69-23-07 E, 922.25 feet;  
S 32-49-36 E, 297.40 feet, to the intersection with the southerly

boundary of a parcel described and recorded under entry #18591-90 in the Utah County Recorder's Office.

Basis of bearing = Utah State Plane Coordinates —Nad 27-Central Zone

Subject to certain conditions and limitations as set forth in the Agreement of Stipulation and Compromise entered into by the above-named parties.



**EXHIBIT B TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**USA STIPULATION**

After recording return to:  
Michael S. Johnson  
1594 W. North Temple, #300  
Salt Lake City, Utah 84116

0/14



ENT 126317:2017 PG 1  
JEFFERY SMITH  
UTAH COUNTY RECORDS  
2017 Dec 19 3:22 pm FEE 0.00 BY SW  
RECORDED FOR UTAH ATTORNEY GENERAL

Michael S. Johnson (#6903)  
Assistant Attorneys General  
Mark L. Shurtleff (#4666)  
Attorney General  
Attorneys For Plaintiff  
1594 West North Temple, #300  
Salt Lake City, Utah 84116  
Telephone: (801) 538-7227  
Facsimile: (801) 538-7440

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

STATE OF UTAH, by and through its  
DIVISION OF FORESTRY, FIRE & STATE  
LANDS,

Plaintiff,

NATIONAL AUDUBON SOCIETY, et al.,

Intervenor-Plaintiffs,

vs.

UNITED STATES OF AMERICA;  
DEPARTMENT OF THE INTERIOR;  
BUREAU OF RECLAMATION; MICHAEL  
L. CONNOR, in his official capacity as  
Commissioner of the Bureau of Reclamation;  
BUREAU OF LAND MANAGEMENT;  
JUAN PALMA, in his official capacity as  
Utah State Director of the Bureau of Land  
Management; LANDOWNER  
DEFENDANTS (as named herein); JOHN  
DOE and MARY DOE, et al.,

Defendants.

**CORRECTED STIPULATION FOR  
FINAL SETTLEMENT AND DISMISSAL  
OF ALL CLAIMS BETWEEN THE  
STATE OF UTAH AND THE UNITED  
STATES OF AMERICA**

Civil No. 2:97CV0927K

Plaintiff State of Utah, by and through its Division of Forestry, Fire & State Lands (hereinafter the "STATE"), and Defendants United States of America; Department of the Interior; Bureau of Reclamation; Michael L. Connor, in his official capacity as Commissioner of the Bureau of Reclamation; Bureau of Land Management; and Juan Palma in his official capacity as Utah State Director of the Bureau of Land Management (hereinafter the "UNITED STATES), pursuant to the following terms and covenants, do hereby stipulate to the dismissal of the above-entitled matter as to all remaining claims against the UNITED STATES as contained in Plaintiff's First Amended Complaint.<sup>1</sup> All of the STATE's claims against the UNITED STATES, with the exception of those relating to certain portions of Powell Slough, were previously dismissed pursuant to the parties' September 17, 2001 Stipulation For Partial Settlement of Utah Lake Boundary Between the State of Utah and the United States of America (hereinafter the "First Stipulation"). Specifically, all claims save those relating to Powell Slough Parcels 8 and 10 (as more particularly described in Paragraph I below and as depicted on the maps attached as sheets 5 through 7 of Exhibit "C" to the First Stipulation) were previously dismissed. The parties now stipulate to the dismissal of the remaining claims pertaining to Powell Slough Parcels 8 and 10.

#### RECITALS

A. On December 3, 1997, the STATE filed the present action under the caption State of Utah v. United States, et al., seeking to quiet title to the lands below the ordinary high water mark

<sup>1</sup> John W. Keys, III, the former Commissioner of the Bureau of Reclamation, has been replaced by Michael L. Connor, the current Commissioner of the Bureau of Reclamation, and Sally Wisely, the former Utah State Director of the Bureau of Land Management, has been replaced by Juan Palma, the current Utah State Director of the Bureau of Land Management. Therefore, Mr. Connor is automatically substituted for Mr. Keys, and Mr. Palma is automatically substituted for Ms. Wisely pursuant to Fed. R. Civ. P. 25(d)(1).

("OHWM") of Utah Lake based on the approximate location of the ordinary high water mark at the time of Utah's statehood, and to enjoin the UNITED STATES and other defendants from entering upon, possessing, or occupying said lands without the consent of the STATE. Thus, the STATE's action is for a declaratory judgment, to quiet title, and for injunctive relief.

B. The UNITED STATES' sovereignty over the area now known as the State of Utah was formally recognized by Mexico with the signing of the Treaty of Guadalupe Hidalgo on February 2, 1848, exchange of ratification on May 30, 1848, and proclamation on July 4, 1848 (9 Stat. 922).

C. Utah Lake is a natural body of water located wholly within Utah County, State of Utah, and said Lake was navigable on July 4, 1848, and at all subsequent times up to and including January 4, 1896, when the STATE was admitted into the Union of the United States. Utah Lake has at all times since been navigable, and is now a navigable body of water.

D. Under the equal footing doctrine, the UNITED STATES holds the lands under navigable waters in the Territories in trust for the future states, and a state acquires title to such lands upon entering the Union on an "equal footing" with the original Thirteen States. Pollard's Lessee v. Hagan, 3 How. 212 (1845).

E. At the date of Utah's statehood, by virtue of its Enabling Act (Act of July 16, 1894, 28 Stat. 107) and its admission into the Union on an equal footing with the original Thirteen States, the STATE became the owner in a sovereign and proprietary capacity of the beds of all navigable lakes and streams located within the exterior boundaries of the STATE. Therefore, at the date of statehood, the STATE became the owner, has ever since been the owner, and now is the owner of the entire bed of Utah Lake, and also is the owner of all natural

resources associated therewith or located therein.

F. The STATE and the UNITED STATES previously litigated, as between themselves, the ownership of the bed of Utah Lake in Utah Division of State Lands v. United States, 482 U.S. 193 (1987), in which the United States Supreme Court held that "Utah Lake is a navigable body of freshwater covering 150 square miles," *id.* at 198, and that under the equal footing doctrine the "bed of Utah Lake passed to Utah upon that State's entry into statehood on January 4, 1896." *Id.* at 209.

G. The sovereign lands that a state acquires under the equal footing doctrine consist of those lands which lie below the OHWM of the navigable bodies of water in the state at statehood. See Shively v. Bowlby, 152 U.S. 1 (1894). Thus, the sovereign lands in the bed of Utah Lake acquired by the STATE pursuant to the equal footing doctrine are those lands lying below the OHWM of Utah Lake upon the STATE'S admission to the Union. However, neither the United States Supreme Court nor any courts of the STATE have determined the OHWM of Utah Lake at the time of statehood and, thus, the exact location of the boundary of the bed of Utah Lake as it existed at that time had likewise not been determined prior to the filing of this lawsuit.

H. The United States Surveyor General caused certain surveys to be made of the bed of Utah Lake between 1856 and 1878, in which the respective surveyors were instructed to locate and document the approximate position of the OHWM of the bed of Utah Lake at the time of their survey. The OHWM descriptions resulting from the information gathered through these surveys are referred to as "Meander Lines." Over the majority of the shoreline of Utah Lake, the Meander Lines developed by the 1856 survey and later surveys in the 1870s are identical and

matching. With respect to Powell Slough Parcels 8 and 10, which are more fully described below, however, the 1856 (Craig) Meander Line and later 1874 (Stewart) Meander Line diverge, with the 1874 Meander Line lying on the western (lakeward) side of those Parcels, and the 1856 Meander Line lying on the eastern (upland) side.

I. The area lying between the 1856 and 1874 meander lines (including Powell Slough Parcels 8 and 10) was surveyed and platted by the UNITED STATES in connection with the survey of the 1874 Meander Line, and is generally referred to herein as the "Powell Slough". A small fraction of the area so surveyed and platted was patented by the United States to private individuals prior to Utah's statehood. However, the platted and surveyed lands comprising Powell Slough Parcels 8 and 10, which constitute nearly all of the Powell Slough, were never patented by the United States. These lands are described as follows:<sup>2</sup>

PARCEL NO. 8: That property known as the "POWELL SLOUGH PARCEL 8," which consists of the following properties located in T6S R2E, SLB&M: Section 18, Lot 5; Section 19, Lots 3, 4, 5, 6 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Section 20, Lots 5, 6, and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ ; Section 28, Lot 4; Section 29, Lots 3, 4, 5, 6, 7, 8, and SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Section 30, Lot 1; and Section 32, Lot 1, less that 2.62 acre parcel known as the "UDOT Parcel" located west of the Orem City Business Park in the NE $\frac{1}{4}$  of Section 29, Township 6 South, Range 2 East, SLB&M, identified as "Parcel 9" in the First Stipulation, and more particularly described in Exhibit "B" to the First Stipulation.

PARCEL NO. 10: That property known as the "POWELL SLOUGH PARCEL 10," which consists of the following properties located in T6S R2E, SLB&M: Lots 6 and 11 and SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 33; Lot 2 of Section 32.

The United States claims in this lawsuit that Powell Slough Parcels 8 and 10 constitute uplands above and adjacent to the OHWM, in which the United States retains title and interest. The

<sup>2</sup> The legal description of Parcel 8 contained in the First Stipulation included a minor clerical error and, as a result, appeared to include and overlap Parcel 9. The description of Parcel 8 set forth above supersedes the description of Parcel 8 in the First Stipulation, corrects this error and clarifies that Parcel 8 does not include the area covered by Parcel 9. Similarly, the legal description of Parcel 10 herein supersedes the description of Parcel 10 in the First Stipulation and corrects a minor clerical error regarding Parcel 10 in the First Stipulation.

STATE claims conversely that Powell Slough Parcels 8 and 10 were below the OHWM of Utah Lake as of statehood and hence vested in the STATE at statehood, despite the fact those parcels were surveyed and platted in connection with the survey of the 1874 Meander Line. Thus, the STATE and UNITED STATES dispute ownership of Powell Slough Parcels 8 and 10.

J. On September 17, 2001, the STATE and the UNITED STATES signed the First Stipulation in settlement of all of their competing claims to the lands at issue in this lawsuit save Powell Slough Parcels 8 and 10. On September 18, 2001, the Court entered its Order Approving and Ratifying Stipulation for Partial Settlement of Utah Lake Boundary Between the State of Utah and the United States of America. *With respect to all lands adversely claimed by the UNITED STATES and the STATE lying below the 1856 Meander Line save Powell Slough Parcels 8 and 10, the September 18, 2001 Order quieted title to the so-called Reclamation Parcel (more fully described as "Parcel 14" in paragraph 8 of the First Stipulation) in the UNITED STATES, and quieted title to all other such lands in the STATE.* With respect to all lands adversely claimed by the UNITED STATES and the STATE lying above the 1856 Meander Line, the September 18, 2001 Order quieted title to a parcel of land known as "Parcel 9" of the Powell Slough (more fully described in Paragraph 8 of the First Stipulation), in the STATE, and quieted title to all other such lands in the UNITED STATES.

K. As a result of the execution of the First Stipulation and the entry of the above-referenced Order, the dispute between the STATE and the UNITED STATES regarding ownership of lands surrounding Utah Lake is now limited solely to Powell Slough Parcels 8 and 10 as described in Paragraph I, above and also as depicted on the maps attached as sheets

5 through 7 of Exhibit "C" to the First Stipulation.

L. The UNITED STATES and the STATE hereby desire to compromise and fully resolve their differences and settle the ownership issues between them regarding Powell Slough Parcels 8 and 10.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and releases of claims contained herein, the UNITED STATES and the STATE hereby agree as follows:

I. This Corrected Stipulation (Stipulation) hereby corrects minor clerical errors in Paragraph I.B and Exhibit A of that certain Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America, dated January 25, 2011, and approved and ratified by order of the court dated March 3, 2011, and hereby supersedes that Stipulation, and is entered into in full settlement of the remaining claims in this litigation between the STATE and the UNITED STATES, and constitutes an agreement by the parties as to the location, as of the date of statehood, of the STATE'S sovereign lands lying below the OHWM of Utah Lake, and the adjoining uplands above and adjacent to the OHWM owned by the UNITED STATES and, as between the parties, the respective ownership of such lands since the date of statehood. In furtherance of the same:

A. The UNITED STATES hereby releases and quit claims to the STATE all of its title, ownership, claims, interests, rights, choses in action, rights-of-way, easements, and all other rights appurtenant or separate to Powell Slough Parcels 8 and 10 in the approximately 300-acre portion of those lands more particularly described in Exhibit A and depicted on Exhibit B hereto; and

B. *The STATE hereby releases and quit claims to the UNITED STATES all of its title, ownership, claims, interests, rights, choses in action, rights-of-way, easements, and all other rights appurtenant or separate to Powell Slough Parcels 8 and 10 in the approximately 421 acre portion of those lands more particularly described in Exhibit A and depicted on Exhibit B hereto.*

2. The sovereign lands of the STATE recognized and confirmed herein are subject to the rights of the public to access the lands and to use the lands consistent with the public trust.

3. This Stipulation represents the entire agreement between the STATE and the UNITED STATES with respect to the real properties set forth herein.

4. This Stipulation shall be recorded at the office of the Utah County Recorder.

5. This Stipulation is entered into for the purpose of settlement. This Stipulation shall not be considered as an admission of liability by either party. Nothing in this Stipulation or the judgment entered pursuant to it shall be used as precedent or for the purpose of argument in any remaining boundary dispute pertaining to parcels around Utah Lake or in any other matter.

6. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Stipulation in the capacity and for the entities set forth in their respective signature blocks, below.

7. Nothing in this Agreement shall be construed to deprive any federal official of authority to revise, amend, or promulgate regulations. Nothing in this Agreement shall be

deemed to limit the authority of the Executive Branch to make recommendations to Congress on any particular piece of legislation.

8. Nothing in this Agreement shall be construed to commit a federal agency or official to expend funds not appropriated by Congress.

9. Each party shall bear its own costs and attorneys fees.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation with full authority to bind the parties hereto.

DATED this 24<sup>th</sup> day of March, 2011.

MARK L. SHURTLEFF  
Utah Attorney General

CARLIE CHRISTENSEN  
United States Attorney

/s/ Michael S. Johnson  
MICHAEL S. JOHNSON  
Assistant Attorneys General  
Attorneys for the State of Utah

/s/ James E. Karkut  
JAMES E. KARKUT  
Special Assistant United States Attorney  
Attorneys for the United States

## EXHIBIT A

### Description of Lands Released and Quit Claimed to the State of Utah

Township 6 South, Range 2 East, Salt Lake Meridian, Utah:

Section 20, SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 29, Lots 4, 6, 7, 8, E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NE $\frac{1}{4}$  SE $\frac{1}{4}$ ; and

Section 32, Lot 1.

These described lands contain approximately 300.73 acres.

### Description of Lands Released and Quit Claimed to the United States

Township 6 South, Range 2 East, Salt Lake Meridian, Utah:

Section 18, Lot 5;

Section 19, Lots 3 to 6, inclusive, NE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Section 20, Lots 5 and 6, N $\frac{1}{2}$ SW $\frac{1}{4}$  SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
SW $\frac{1}{4}$  SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;

Section 28, Lot 4;

Section 29, Lots 3 and 5, E $\frac{1}{2}$ SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$ NE $\frac{1}{4}$  SE $\frac{1}{4}$ ;

Section 30, Lot 1;

Section 32, Lot 2; and

Section 33, Lots 6 and 11, SE $\frac{1}{4}$ SW $\frac{1}{4}$ .

Less that 2.62 acre parcel known as the "UDOT Parcel" located west of the Orem City Business Park in the NE $\frac{1}{4}$  of Section 29, Township 6 South, Range 2 East, Salt Lake Meridian, Utah.

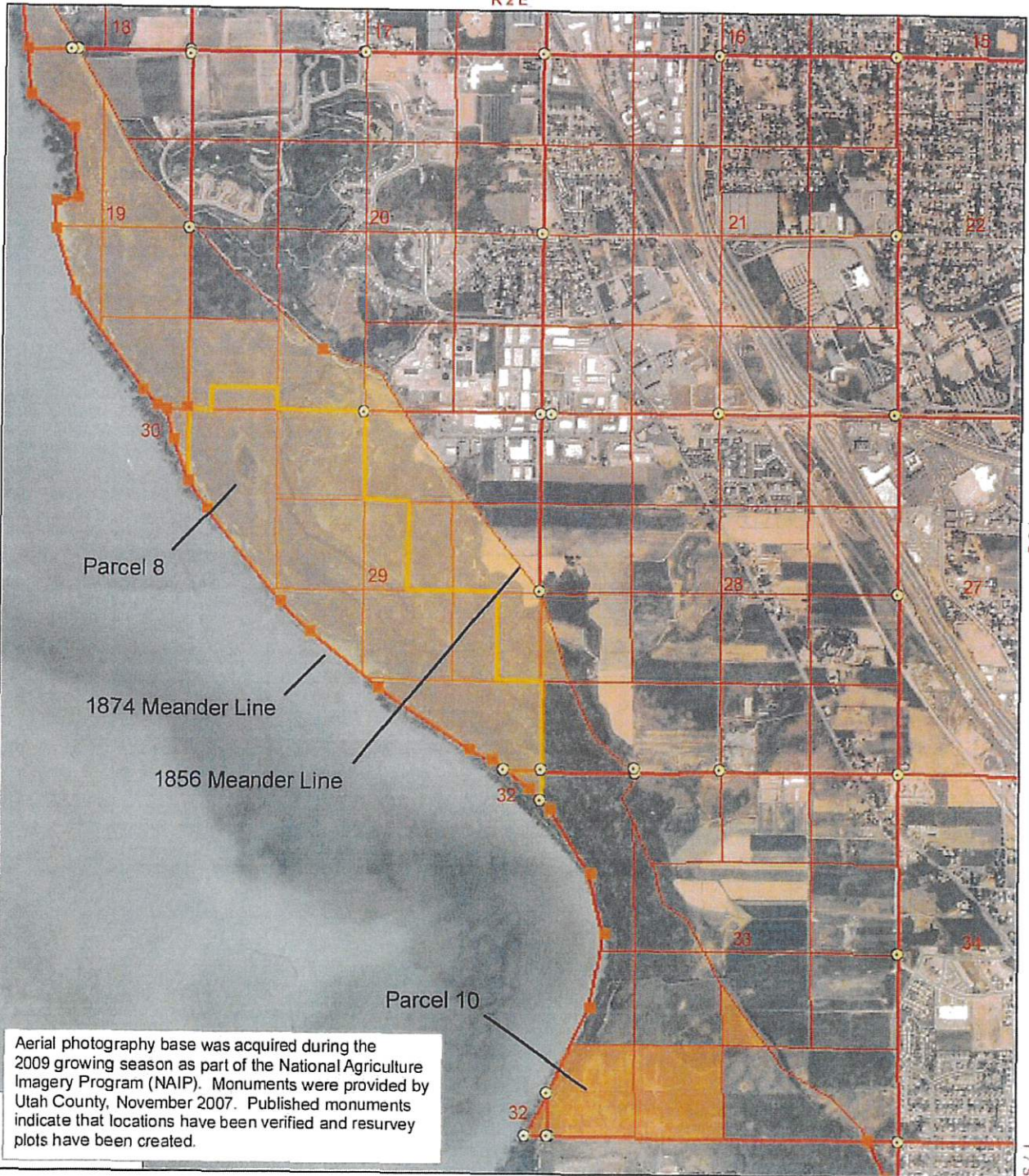
These described lands contain approximately 421.21 acres.

EXHIBIT B  
POWELL SLOUGH, UTAH COUNTY

R 2 E

T 6 S

T 7 S



— SETTLEMENT BOUNDARY

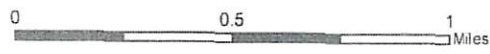
▨ PARCEL 8

▨ PARCEL 10

MONUMENTS

■ NOT PUBLISHED

⊙ PUBLISHED



1:24,000

U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

FILED  
U.S. DISTRICT COURT

2011 APR 14 P 1:07

DISTRICT OF UTAH

BY: \_\_\_\_\_  
DEPUTY CLERK

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Special Assistant U.S. Attorney  
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*Attorneys for Federal Defendants*

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF UTAH, CENTRAL DIVISION

STATE OF UTAH, by and through its  
DIVISION OF FORESTRY, FIRE & STATE  
LANDS,

Plaintiff,

NATIONAL AUDUBON SOCIETY, et al.,

Intervenor-Plaintiffs,

vs.

~~PROPOSED~~ ORDER APPROVING  
AND RATIFYING CORRECTED  
STIPULATION FOR FINAL  
SETTLEMENT AND DISMISSAL OF  
ALL CLAIMS BETWEEN THE STATE  
OF UTAH AND THE UNITED STATES  
OF AMERICA

UNITED STATES OF AMERICA; DEPARTMENT OF THE INTERIOR; BUREAU OF RECLAMATION; MICHAEL L. CONNOR, in his official capacity as Commissioner of the Bureau of Reclamation; BUREAU OF LAND MANAGEMENT; JUAN PALMA, in his official capacity as Utah State Director of the Bureau of Land Management; LANDOWNER DEFENDANTS (as named herein); JOHN DOE and MARY DOE, et al.,  <p style="text-align: center;">Defendants.</p>	<p style="text-align: center;">Civil No. 2:97CV 0927K</p>
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Plaintiff State of Utah (the "State") having made a motion to approve and ratify the boundary settlement entered into by and between the State and the United States of America (the "United States") entitled CORRECTED STIPULATION FOR FINAL SETTLEMENT AND DISMISSAL OF ALL CLAIMS BETWEEN THE STATE OF UTAH AND THE UNITED STATES OF AMERICA dated the 24<sup>th</sup> day of March, 2011 (the "STIPULATION"), and it appearing to the Court that good cause has been shown to grant such motion:

**IT IS ORDERED** that this Order supersedes this Court's Order of March 3, 2011 approving and ratifying that certain Stipulation for Final Settlement and Dismissal of All Claims Between the State of Utah and the United States of America dated the 25th day of January, 2011.

**IT IS ORDERED** that the agreed boundary settlement between the State and the United States as to certain portions of the Powell Slough area of Utah Lake, as more fully set forth in the STIPULATION and accompanying exhibits, is hereby approved and ratified, such approval and ratification to operate as an adjudication upon the merits.

**IT IS ORDERED** that title to the approximately 300.73 acre parcel of land described in the "Description of Lands Released and Quit Claimed to the State of Utah" set forth in Exhibit A attached to the STIPULATION is hereby quieted in the State.

**IT IS ORDERED** that title to the approximately 421.21 acre parcel of land described in the "Description of Lands Released and Quit Claimed to the United States" set forth in Exhibit A attached to the STIPULATION is hereby quieted in the United States.

**IT IS ORDERED** that all claims of the State against the United States that are alleged or that may be alleged or would arise out of the subject matter of this litigation are DISMISSED WITH PREJUDICE.

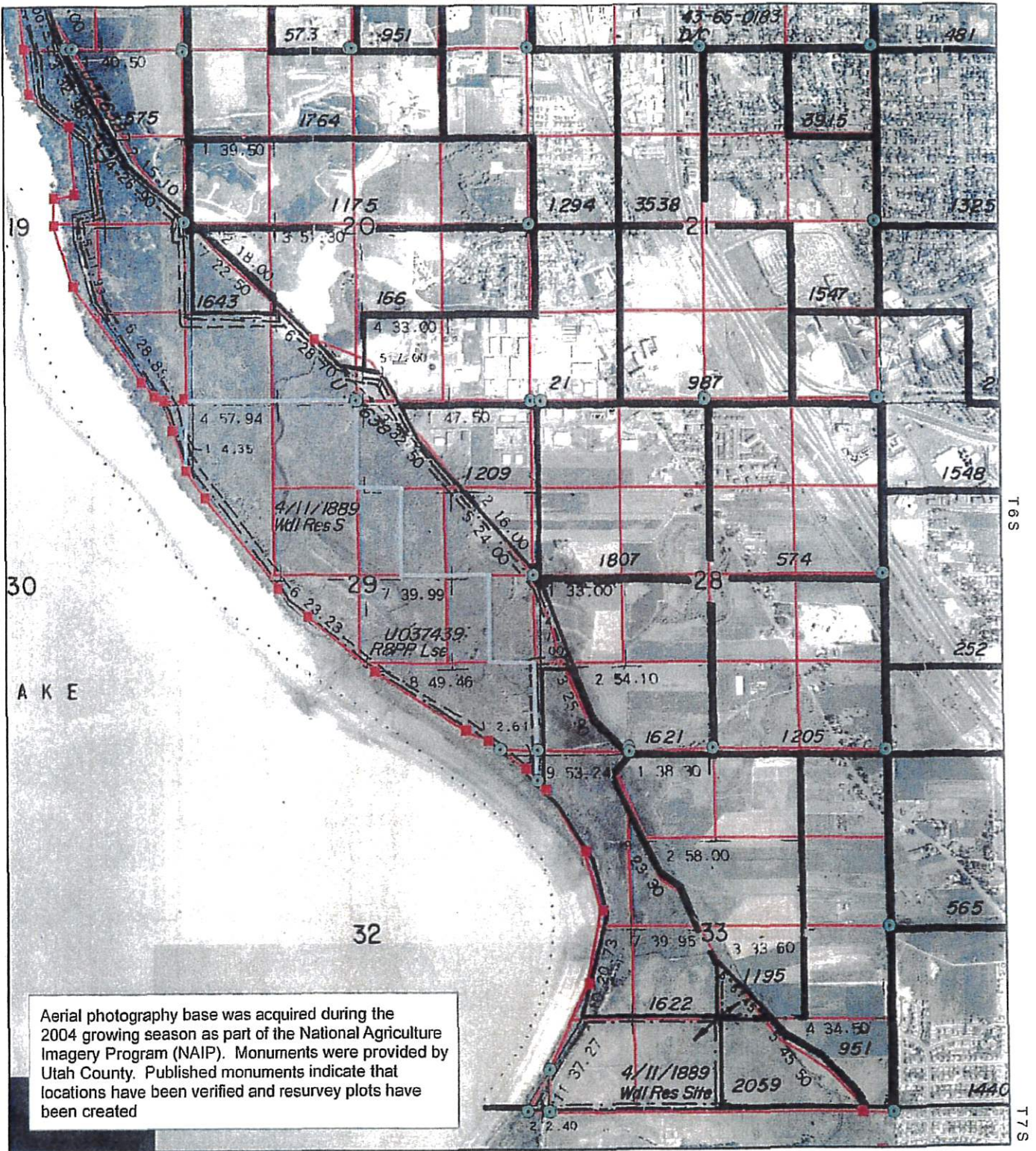
DATED this 14<sup>th</sup> day of April, 2011.

BY THE COURT:

  
DALE A. KIMBALL  
United States District Judge

# POWELL SLOUGH, UTAH COUNTY

R2E



Aerial photography base was acquired during the 2004 growing season as part of the National Agriculture Imagery Program (NAIP). Monuments were provided by Utah County. Published monuments indicate that locations have been verified and resurvey plots have been created

- PROPOSED SETTLEMENT BOUNDARY
- MONUMENTS**
- NOT PUBLISHED
- PUBLISHED



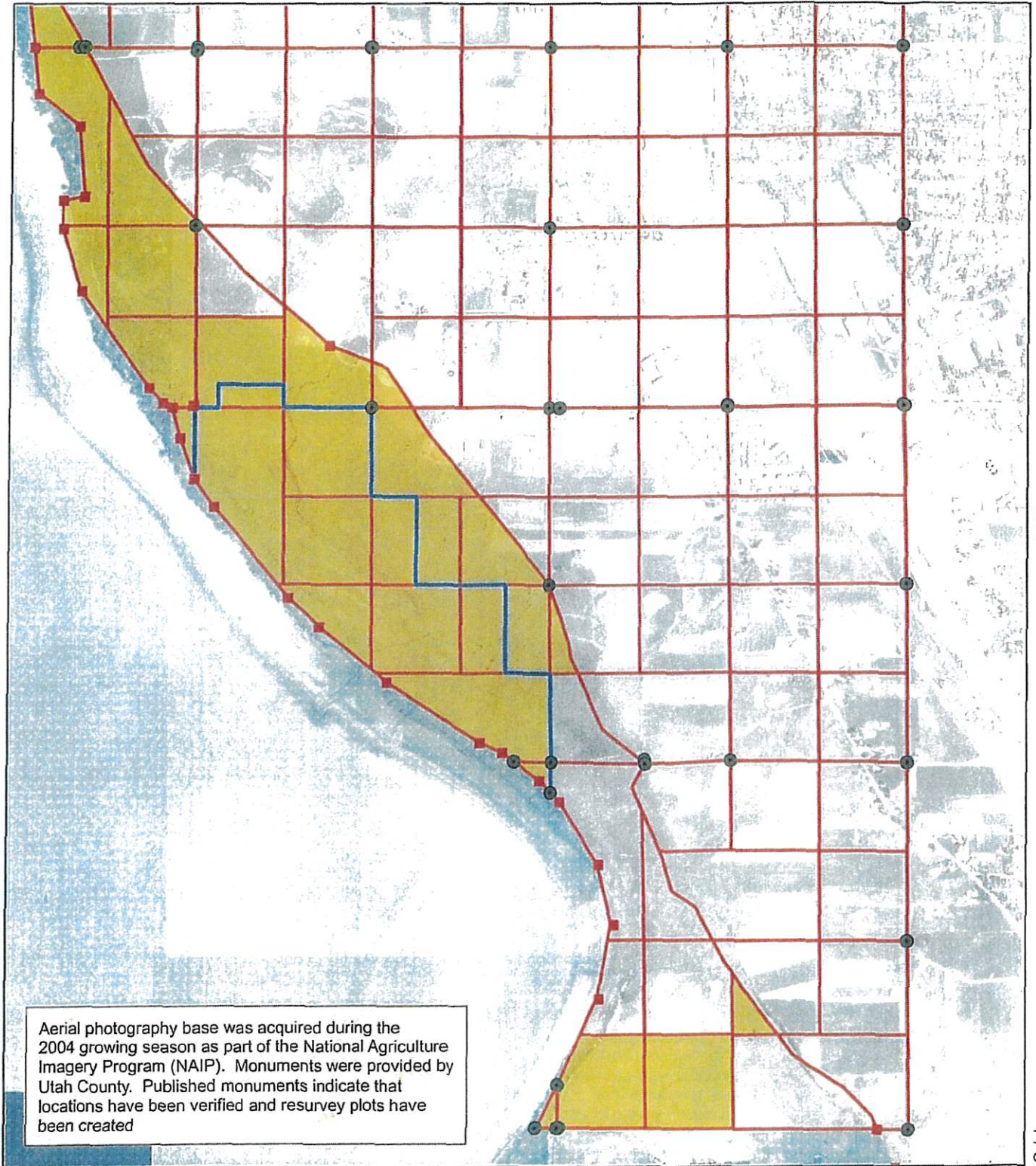
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DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

March 31, 2006

# POWELL SLOUGH, UTAH COUNTY

R 2 E

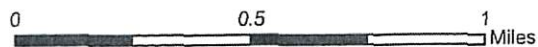


— PROPOSED SETTLEMENT BOUNDARY

### MONUMENTS

■ NOT PUBLISHED

● PUBLISHED



1:24,000

DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
SALT LAKE FIELD OFFICE

July 10, 2006

T 6 S

T 7 S

# Exhibit One



Mail Recorded Deed and Tax Notice to:  
State of Utah, Division of Forestry, Fire and State Lands  
Attn: Ben Stireman, Deputy Director of Lands and Minerals  
1594 W. North Temple  
Salt Lake City, UT 84116

**QUITCLAIM DEED**

City of Orem, a municipal corporation and political subdivision of the State of Utah, Grantor, hereby quitclaims to the State of Utah, by and through the Division of Fire, Forestry and State Lands, Grantee, whose address is 1594 W. North Temple, Salt Lake City, UT 84116, for the sum of Ten and no/100 (\$10.00) dollars and other good and valuable consideration, the following described land in Utah County, State of Utah:

That portion of parcel number 18-023-0003 as recorded with the Utah County Recorder's Office which lies below the 1856 Utah Lake Meander Line, said portion being described more or less as:

Commencing at a point on said Meander Line, said point being South 2,010.14 feet (612.69 meters) and West more or less 2595.87 feet (791.22 meters) from the East one quarter corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West more or less 688.26 feet (209.78 meters); thence North 198.15 feet (60.40 meters); thence North 49°45'00" West 113.54 feet (34.61 meters); thence East 74.94 feet (22.84 meters); thence South 50°19'30" East 31.29 feet (9.54 meters); thence South 60°05'00" East 65.0 feet (19.81 meters); thence South 69°13'00" East along a former fence line 586.60 feet (178.80 meters); thence North 89°19'00" East more or less 38.41 feet (11.71 meters); thence South 69°23'07" East more or less 32.71 feet (9.97 meters) to the point of beginning.

Tax ID Numbers 18:022:0006, 18:023:0018, 18:026:0077, the portion of 18:023:0003 lying below the 1859 Utah Lake Meander Line (for reference purposes only).

SUBJECT TO all easements, restrictions, rights-of-way and other matters of record and taxes and assessments for the year \_\_\_\_\_ and thereafter.

This Quitclaim Deed is executed by Grantor to be effective as of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

CITY OF OREM, a municipal corporation and political subdivision of the State of Utah

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF UTAH )

: ss.

COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of the City of  
Orem.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT D TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**MAP OF PARCELS TO BE QUITCLAIMED BY OREM TO FFSL**



**EXHIBIT E TO CONDITIONAL PROPERTY TRANSFER AND RELEASE  
AGREEMENT**

**MAP OF CITY OF OREM 99-YEAR LEASE AREA**



**Orem City - FFSL Agreement**  
 Proposed FFSL Lease to Orem

- Utah Lake Meander Line
- Future Lease approx. extent
- Utah County Parcels

This map is a generalized depiction of various approximate boundaries, both actual and proposed. No guarantee of accuracy is expressed or implied.

Produced: 7/3/2025  
 Utah Division of Forestry, Fire and State Lands



