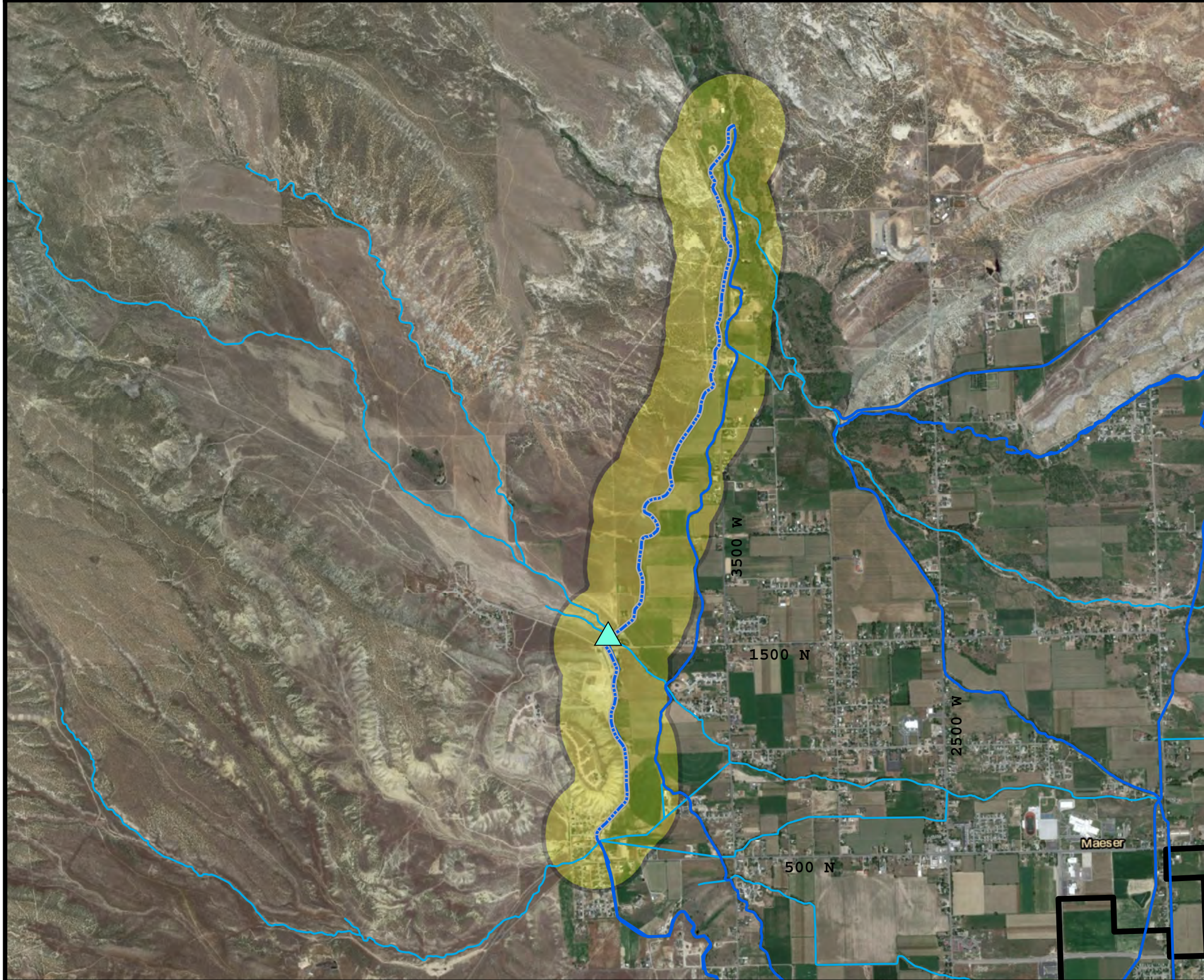





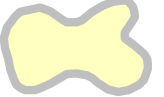



Ashley Valley Flood Control



North West Area

Option 1A

-  Detention Basin
 -  Improve Canal
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

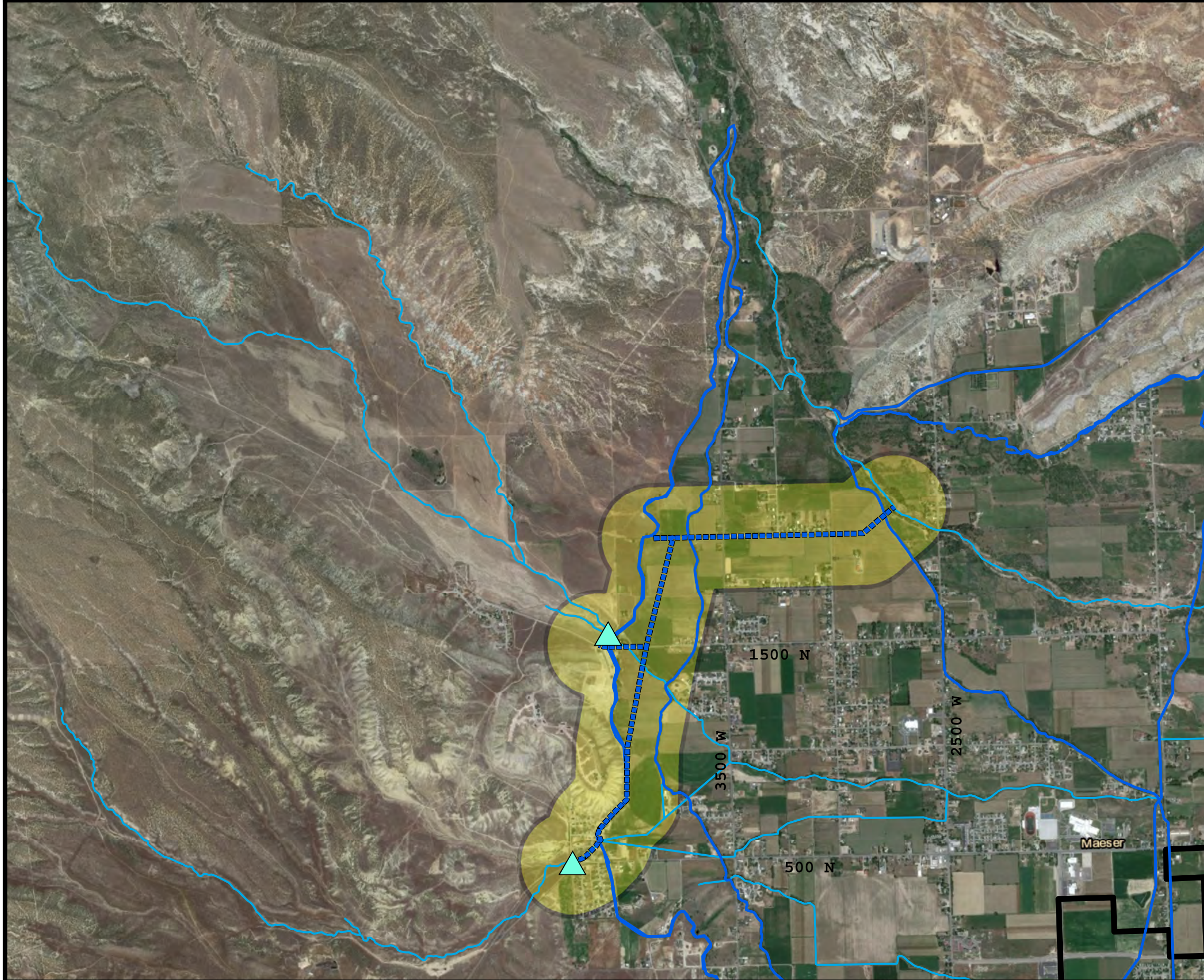
Location Map



0 1,250 2,500 3,750 5,000 6,250 7,500






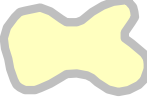

HORIZ: 1" = 2,500'

Ashley Valley Flood Control

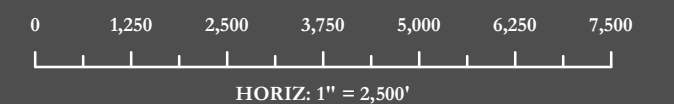


North West Area

Option 1B

-  Detention Basin
 -  New Canal
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map









Ashley Valley Flood Control



North West Area

Option 2

-  Detention Basin
-  Restore Natural Drainage
-  Canal
-  Channel
-  Municipalities
-  Project Area

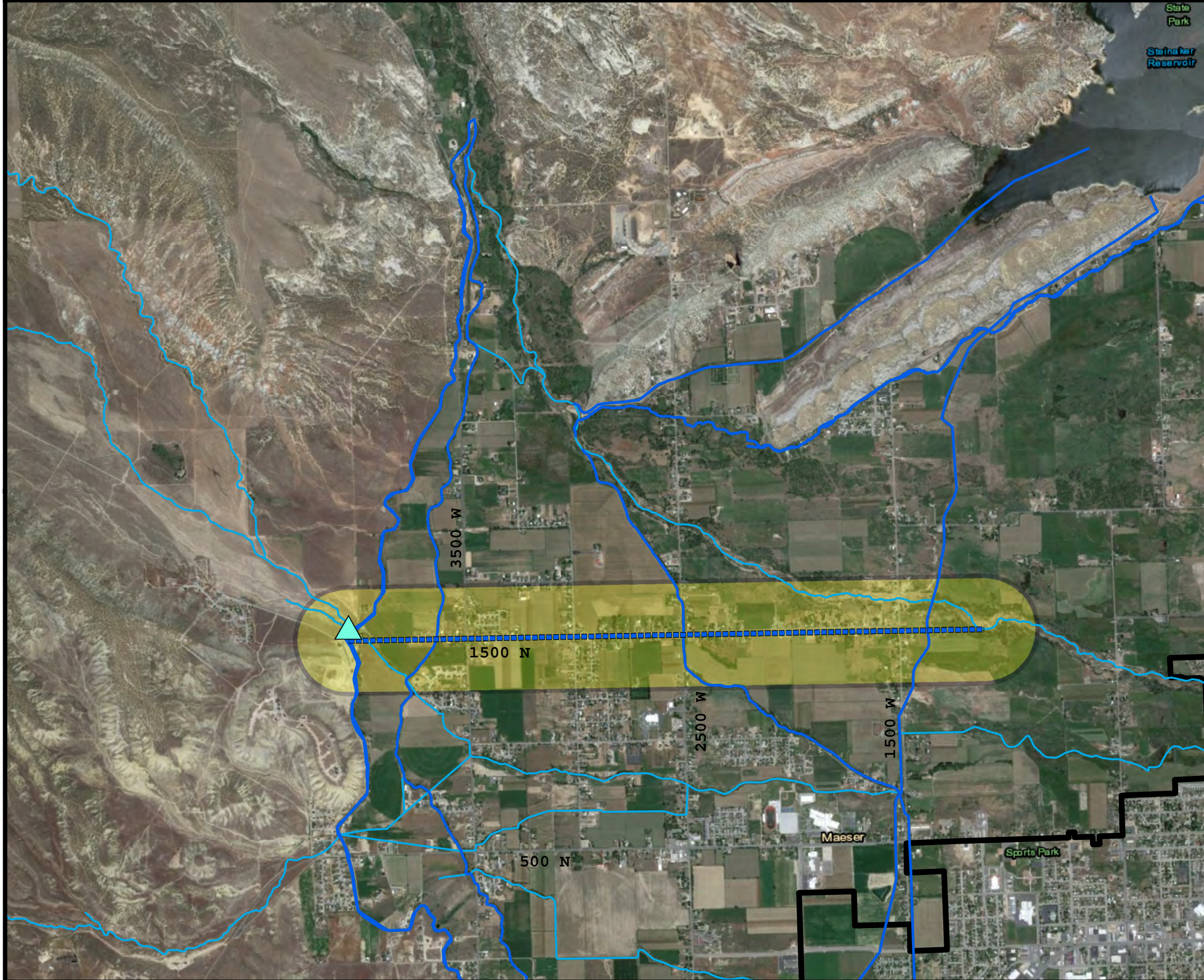


Location Map










0 1,500 3,000 4,500 6,000 7,500 9,000
HORIZ: 1" = 3,000'

Ashley Valley Flood Control

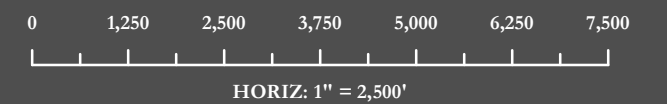
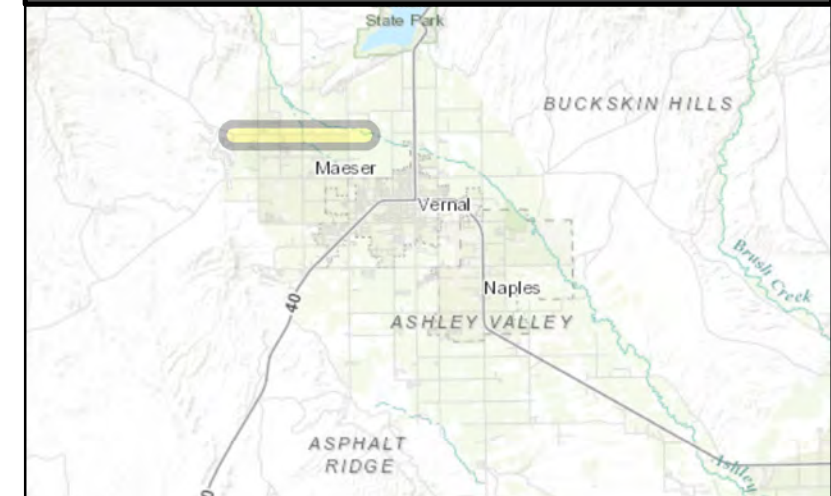


North West Area

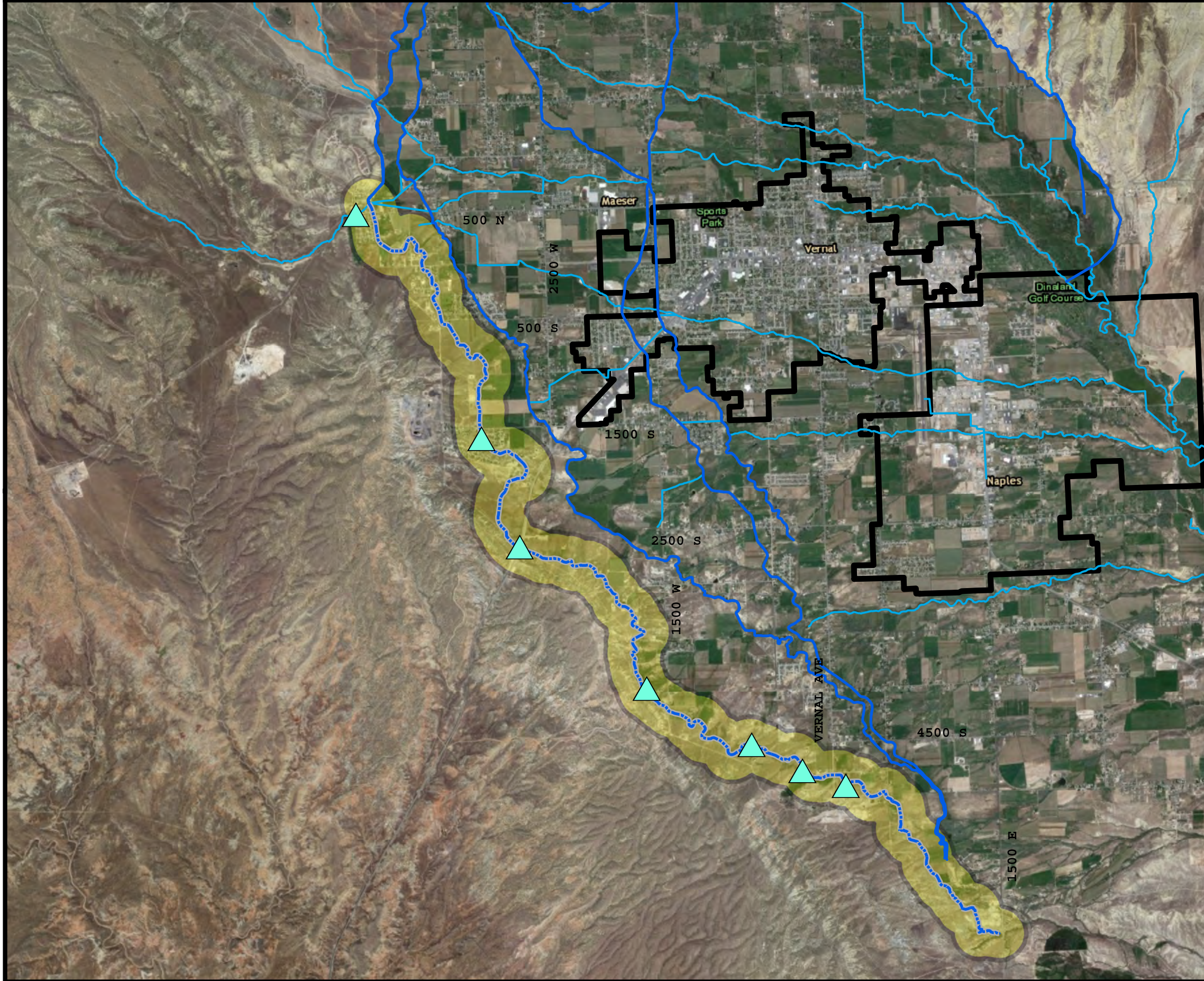
Option 3

-  Detention Basin
 -  New Storm Drain
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map



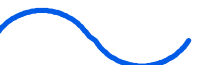


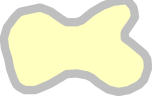



Ashley Valley Flood Control

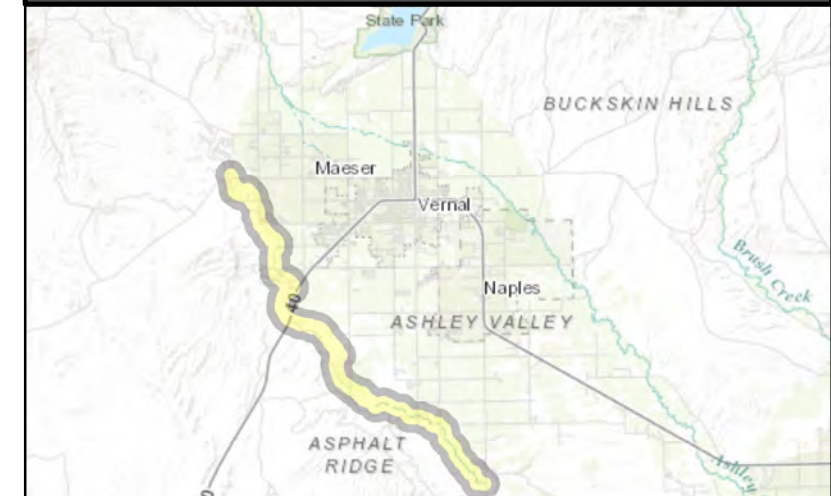


West Area

Option 1A

-  Detention Basin
 -  Improve Canal
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

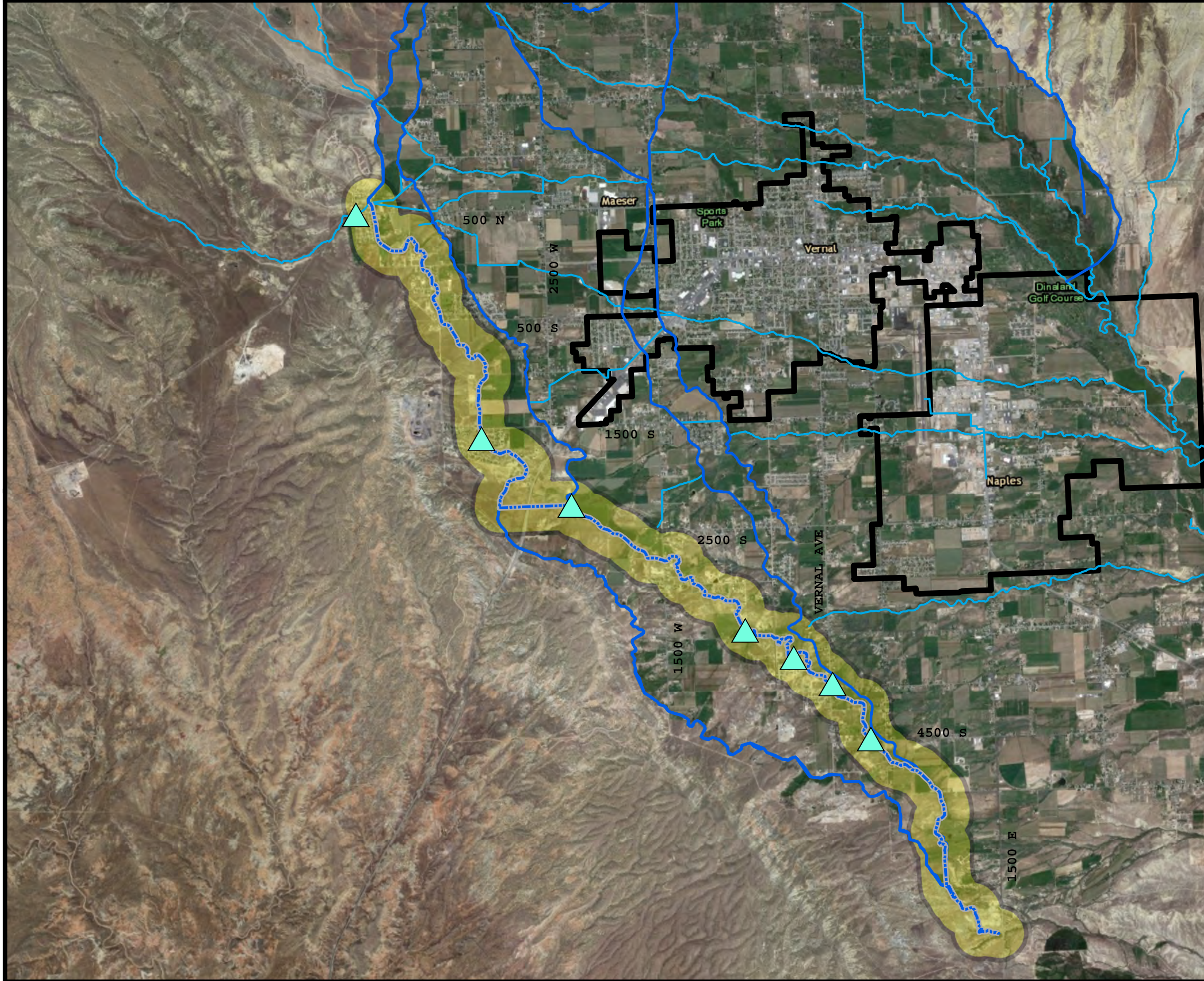
Location Map



0 2,500 5,000 7,500 10,000 12,500 15,000








HORIZ: 1" = 5,000'

Ashley Valley Flood Control



West Area

Option 1B

-  Detention Basin
 -  Improve Canal
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

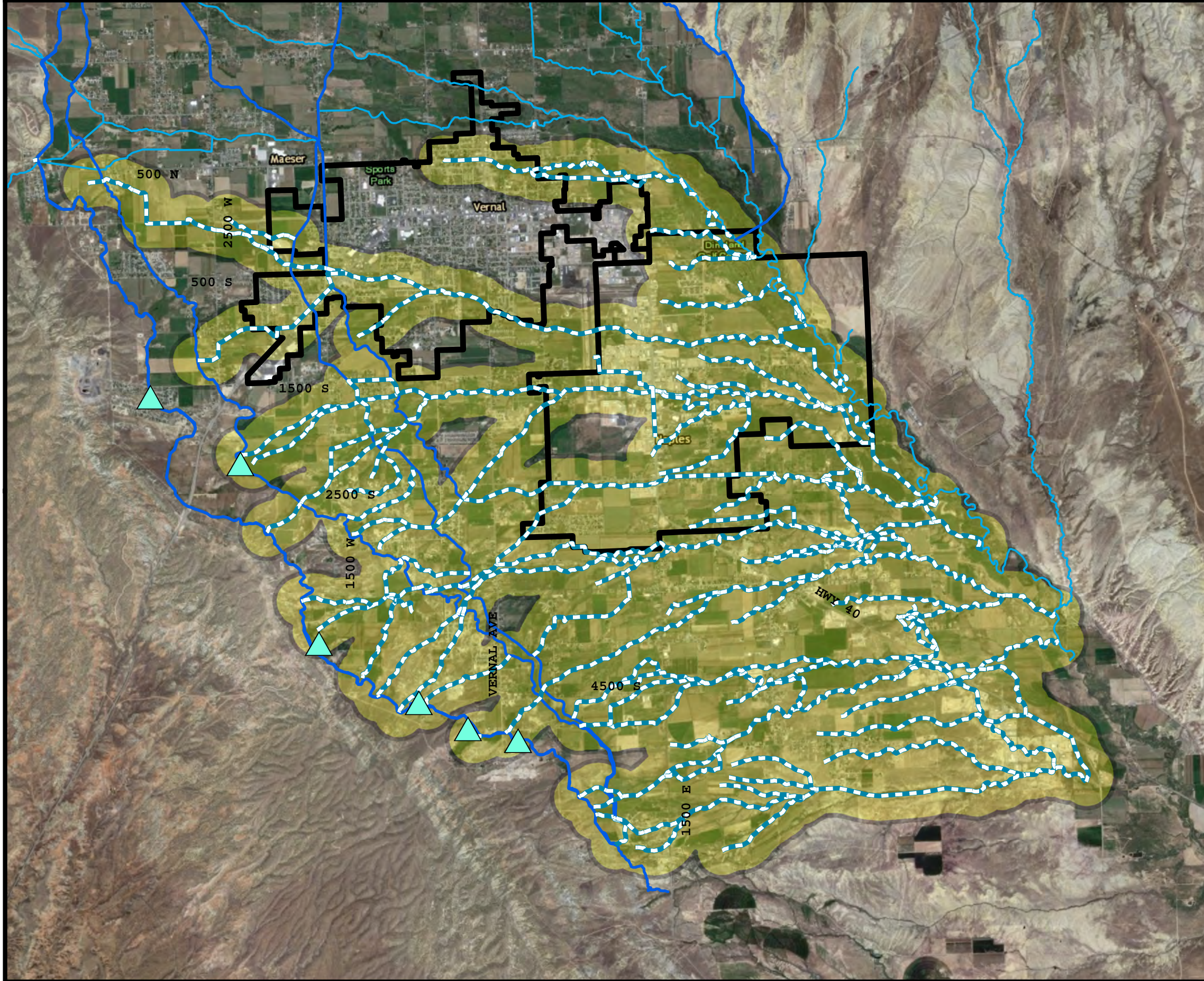
Location Map



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HORIZ: 1" = 5,000'

Ashley Valley Flood Control



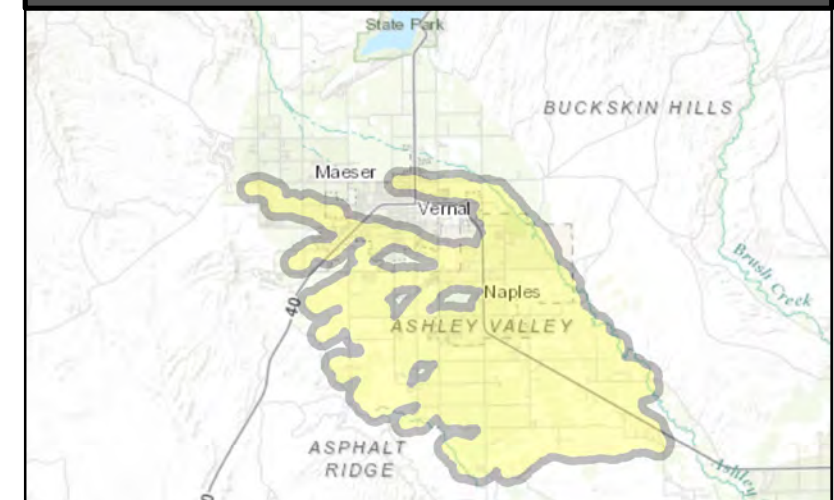
West Area

Option 2

-  Detention Basin
-  Restore Natural Drainage
-  Canal
-  Channel
-  Municipalities
-  Project Area



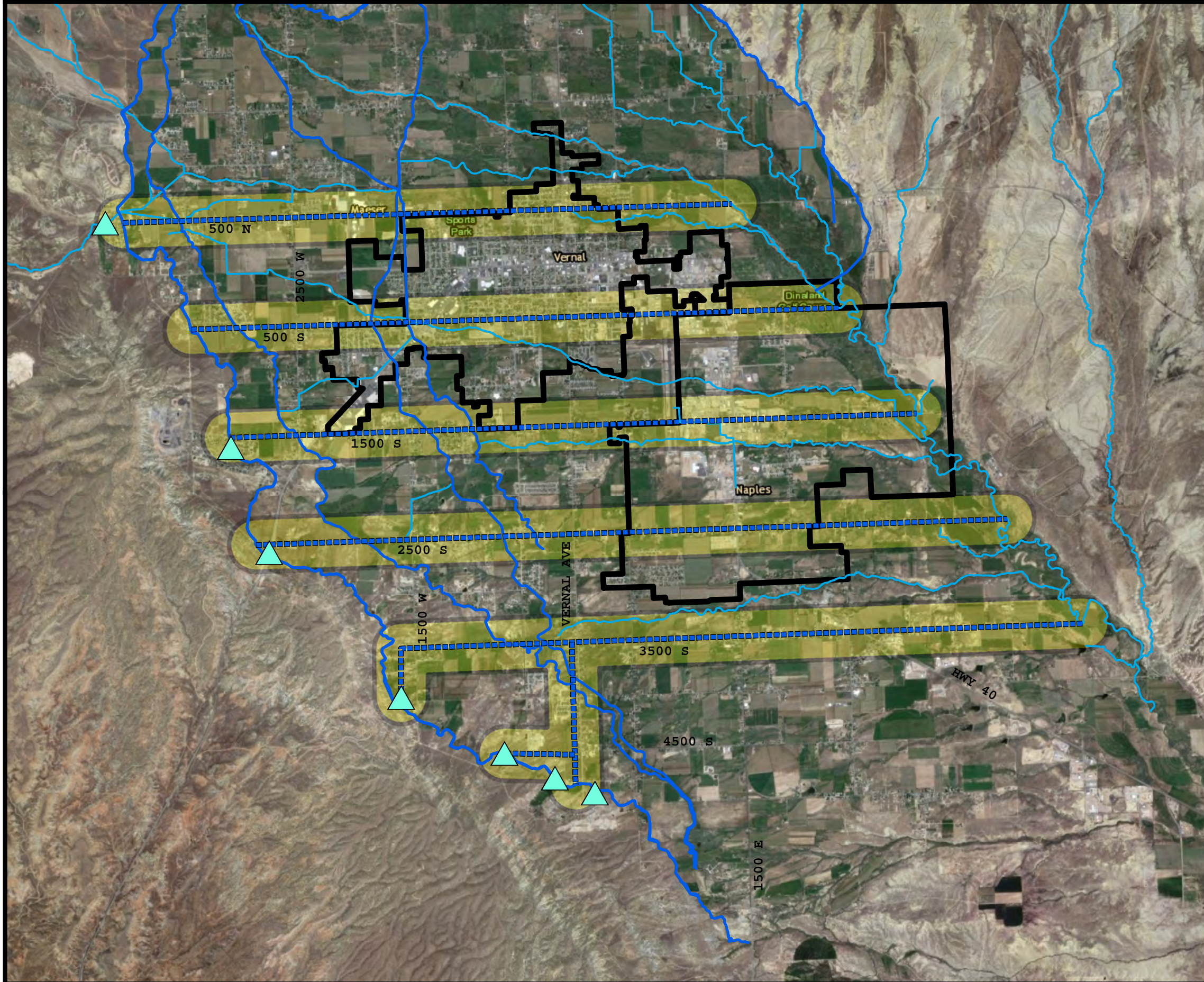
Location Map



0 2,500 5,000 7,500 10,000 12,500 15,000








HORIZ: 1" = 5,000'

Ashley Valley Flood Control

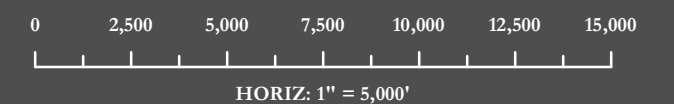
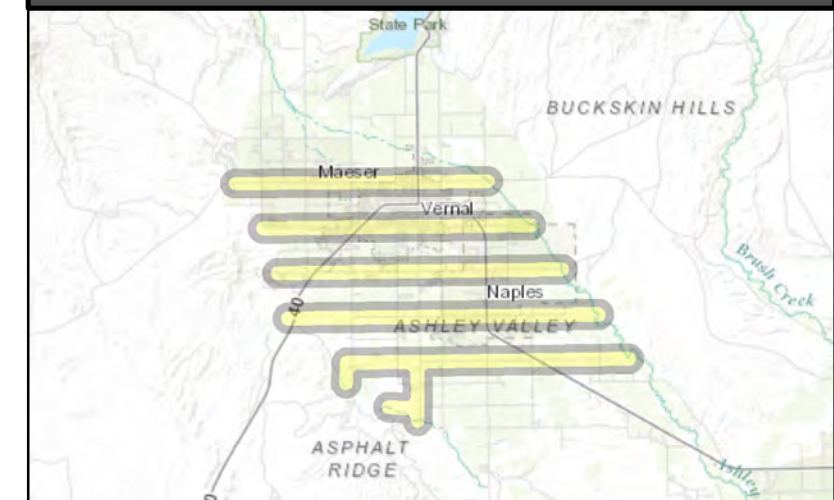


West Area

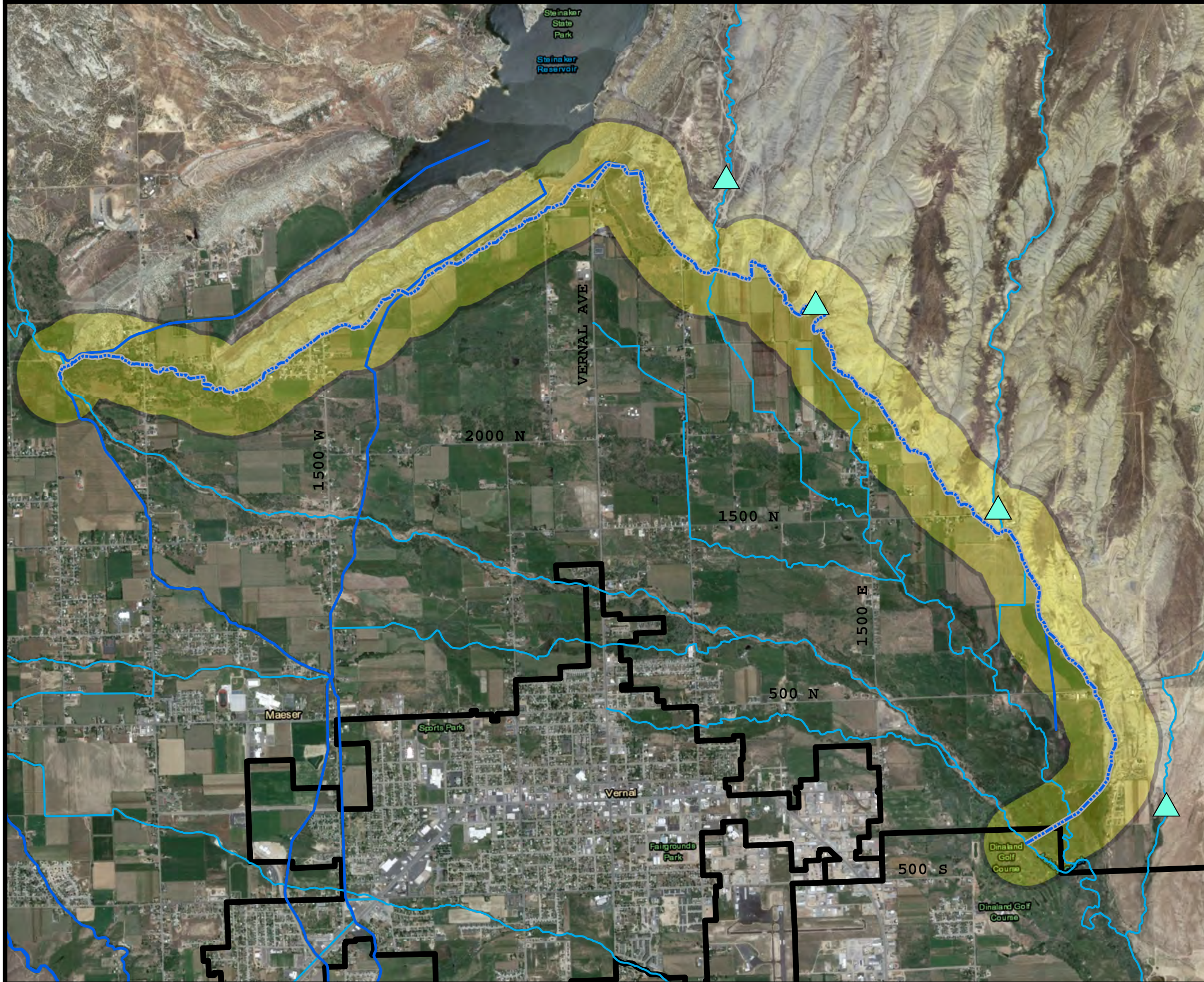
Option 3

-  Detention Basin
 -  New Storm Drain
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map






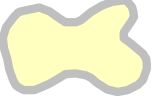



Ashley Valley Flood Control

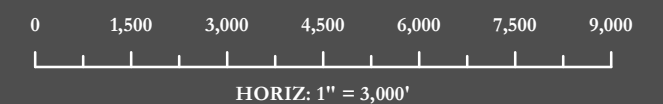


North East Area

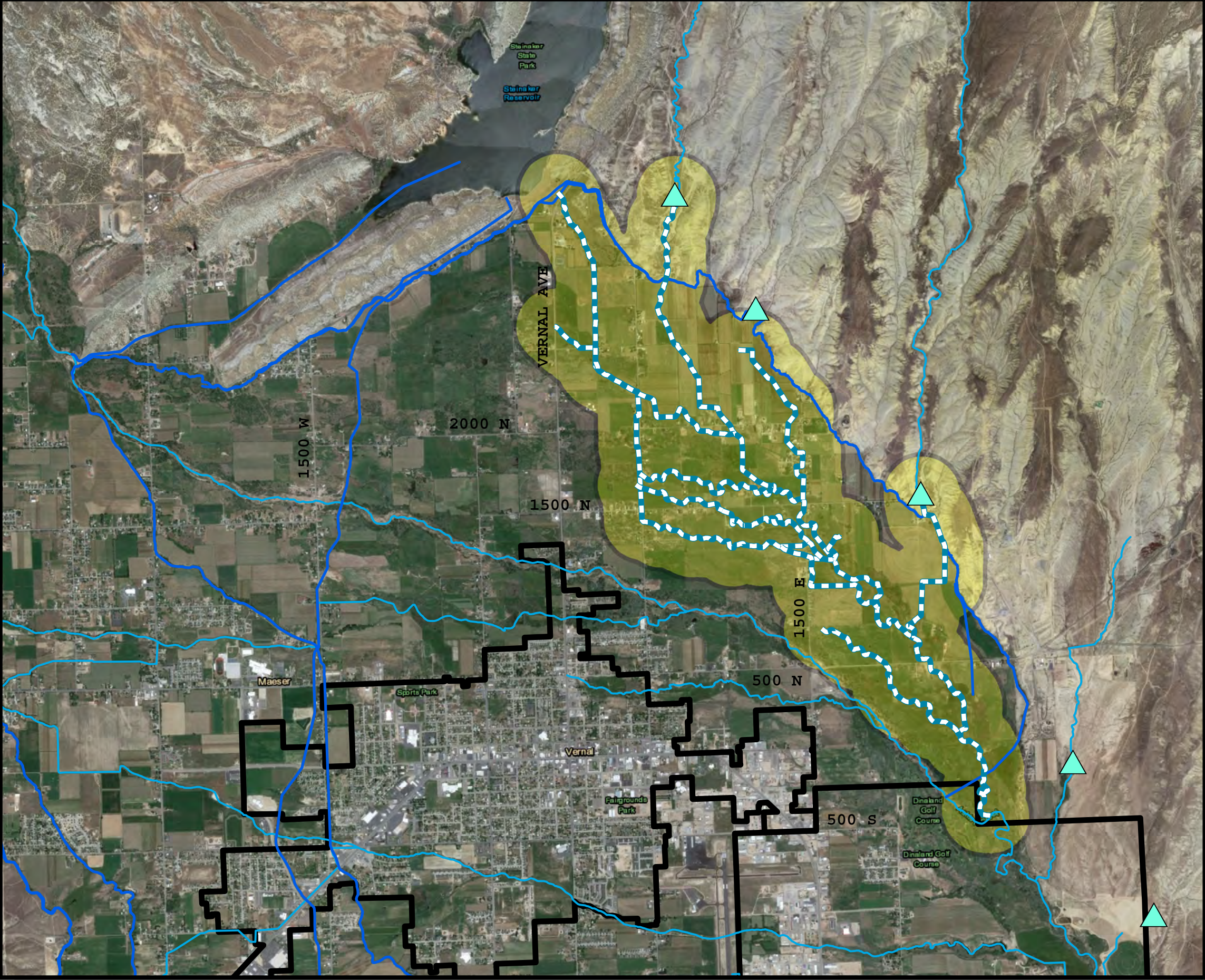
Option 1

-  Detention Basin
 -  Improve Canal
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map









Ashley Valley Flood Control



North East Area

Option 2

-  Detention Basin
-  Restore Natural Drainage
-  Canal
-  Channel
-  Municipalities
-  Project Area



Location Map










0 1,600 3,200 4,800 6,400 8,000 9,600

HORIZ: 1" = 3,000'

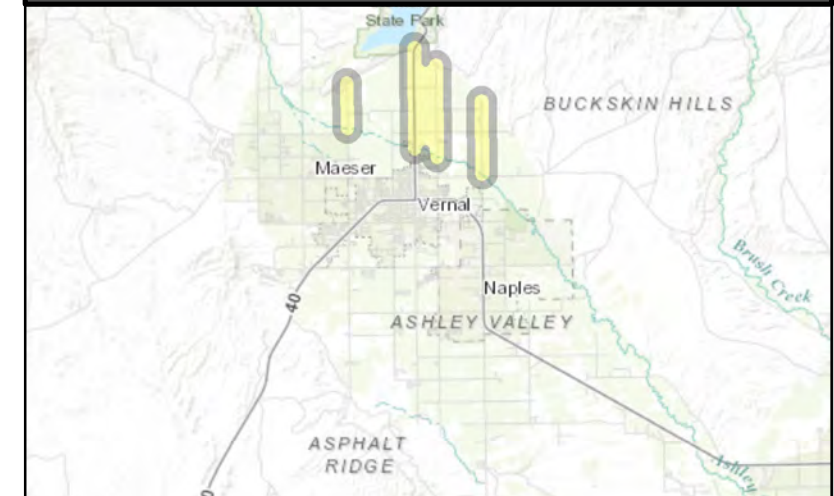
Ashley Valley Flood Control

North East Area

Option 3

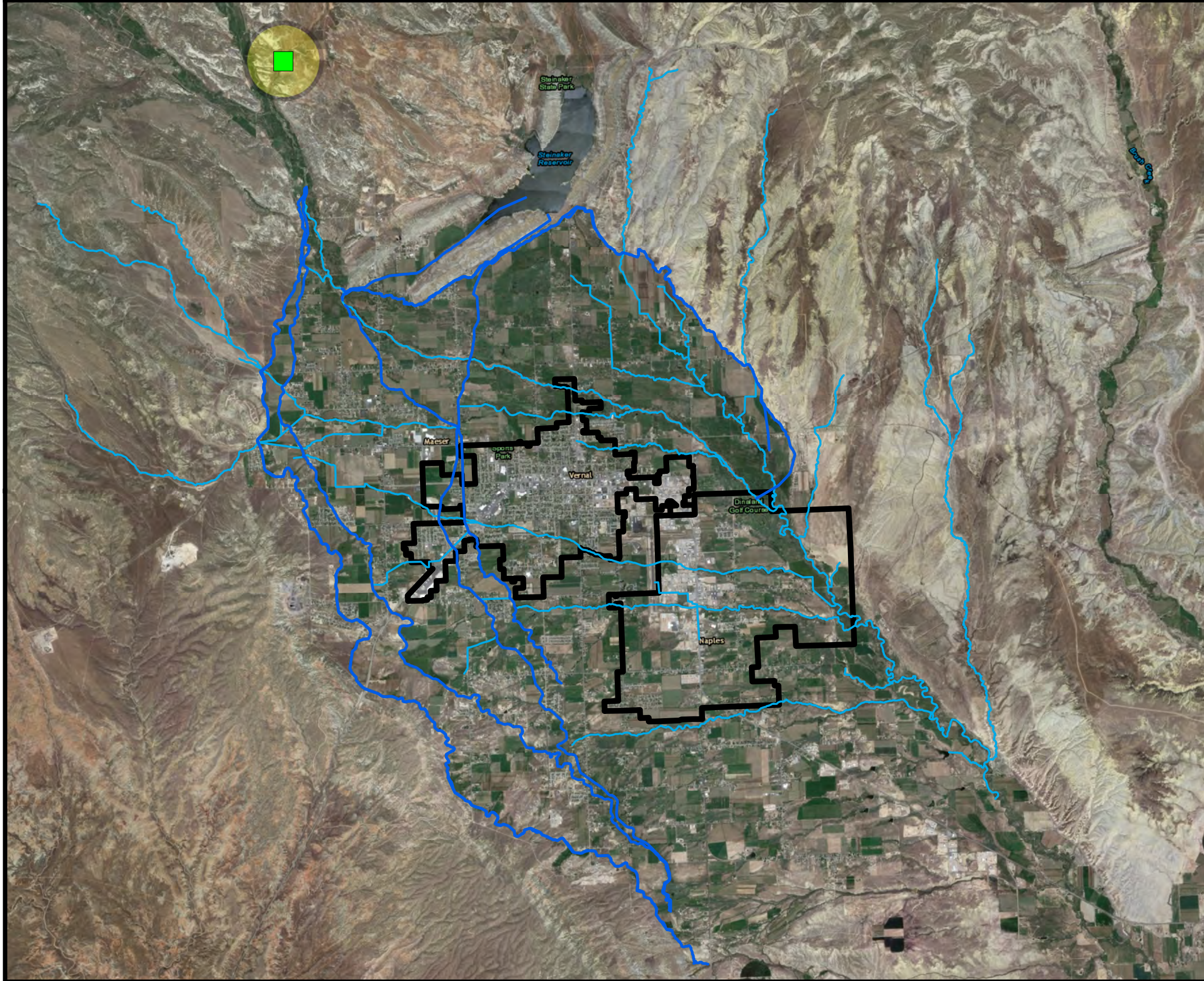
-  Detention Basin
 -  New Storm Drain
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map






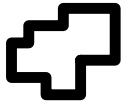

0 1,500 3,000 4,500 6,000 7,500 9,000
HORIZ: 1" = 3,000'

Ashley Valley Flood Control



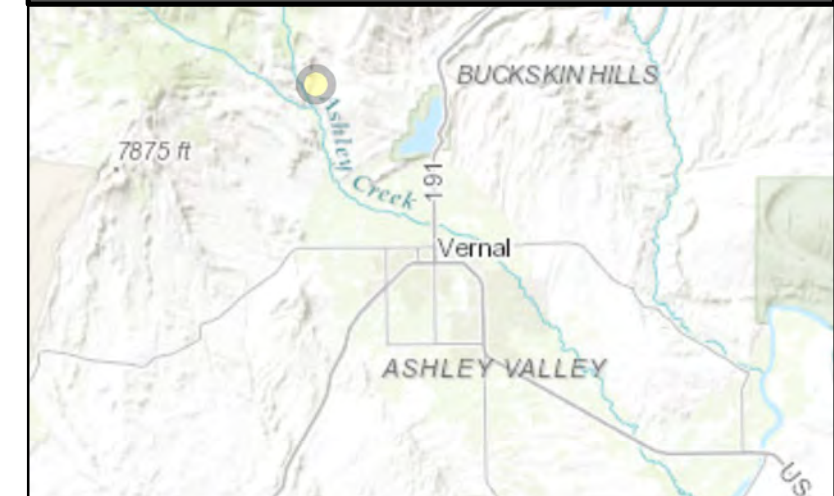
Central Area

Option 1

-  Construct Reservoir
-  Canal
-  Channel
-  Municipalities
-  Project Area



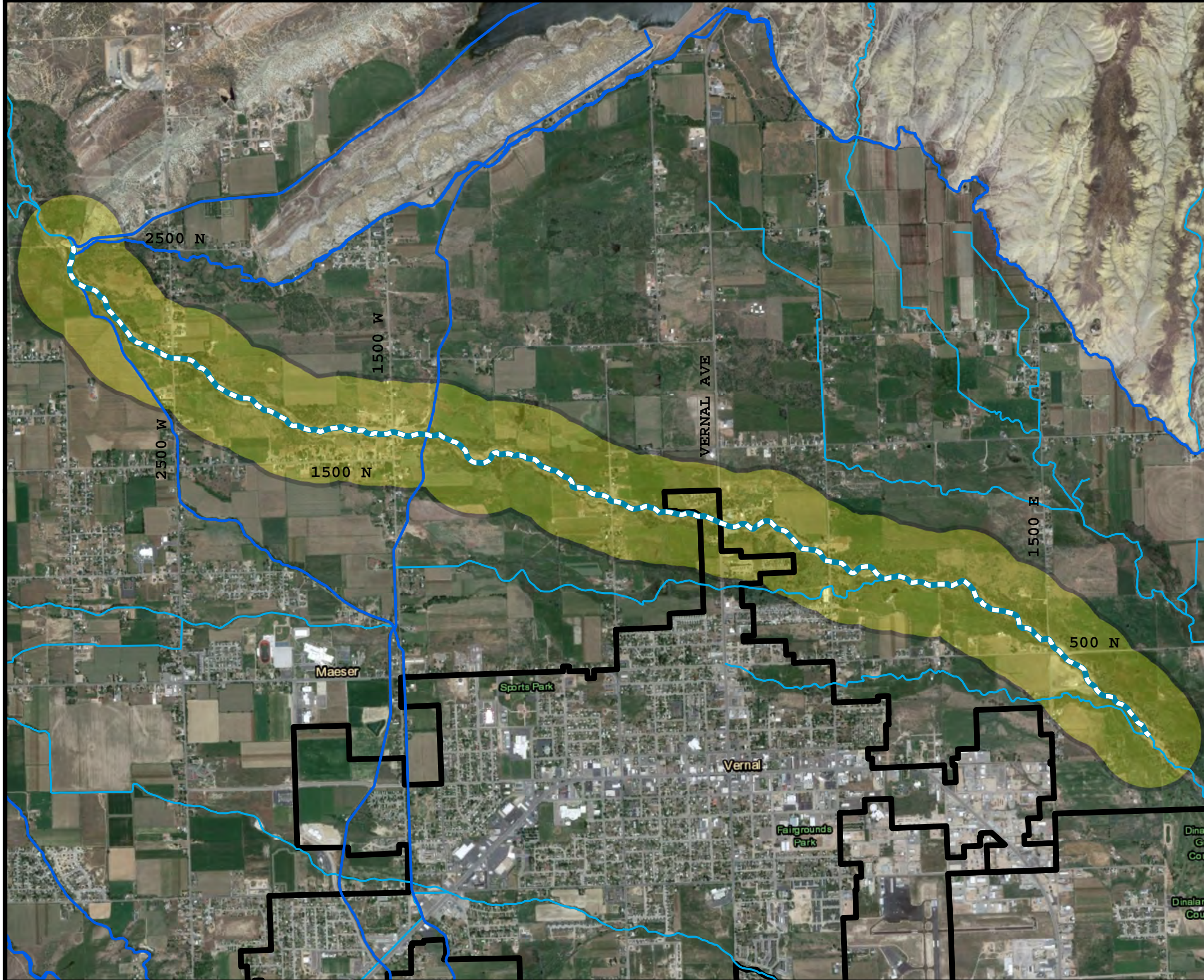
Location Map



0 3,500 7,000 10,500 14,000 17,500 21,000






HORIZ: 1" = 7,000'

Ashley Valley Flood Control



Central Area

Option 2

-  Restore Channel
-  Canal
-  Channel
-  Municipalities
-  Project Area



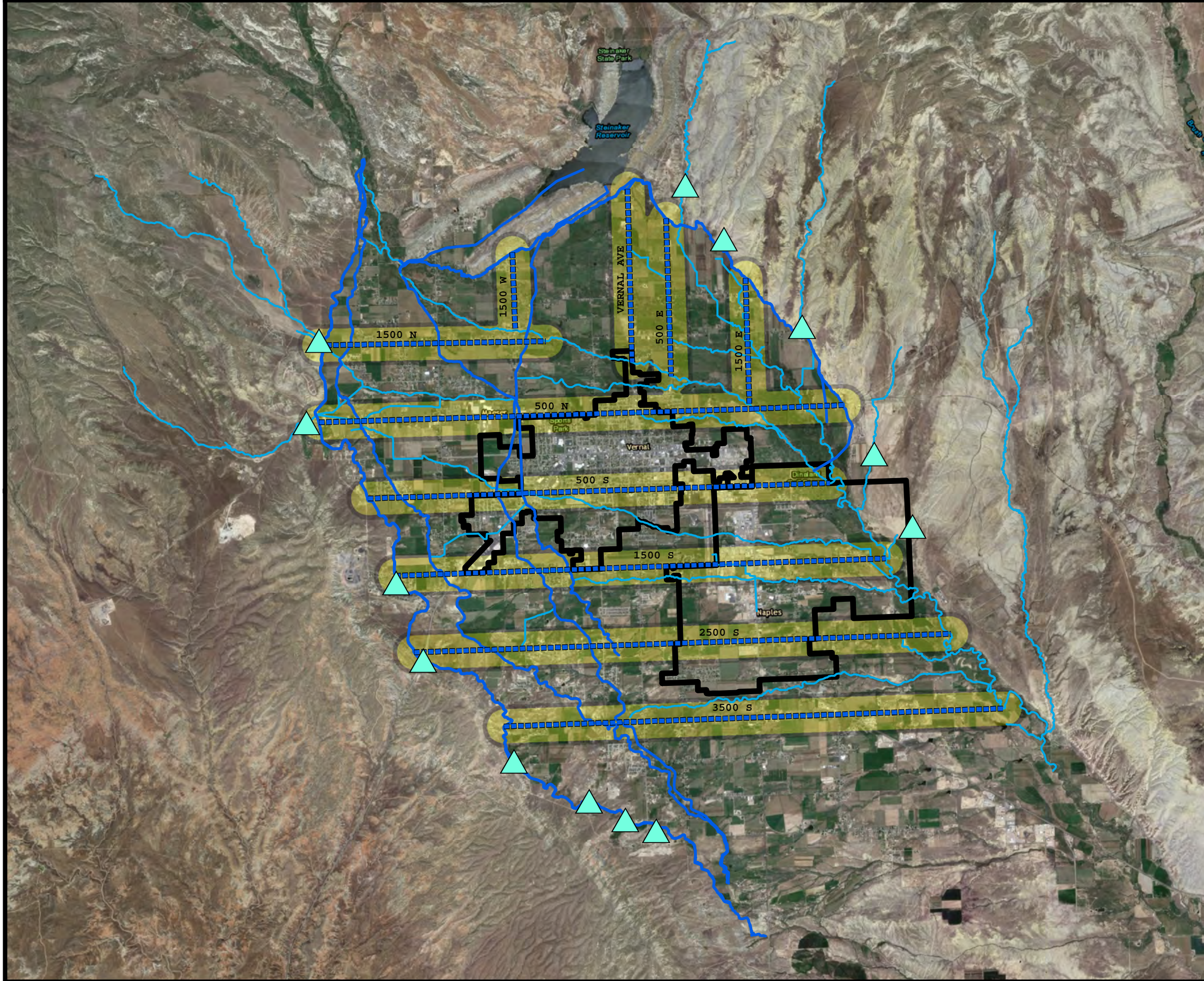
Location Map



0 1,250 2,500 3,750 5,000 6,250 7,500


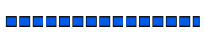





HORIZ: 1" = 2,500'

Ashley Valley Flood Control

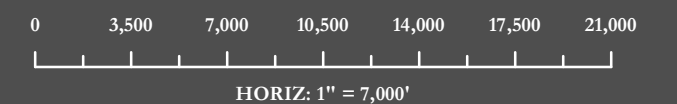
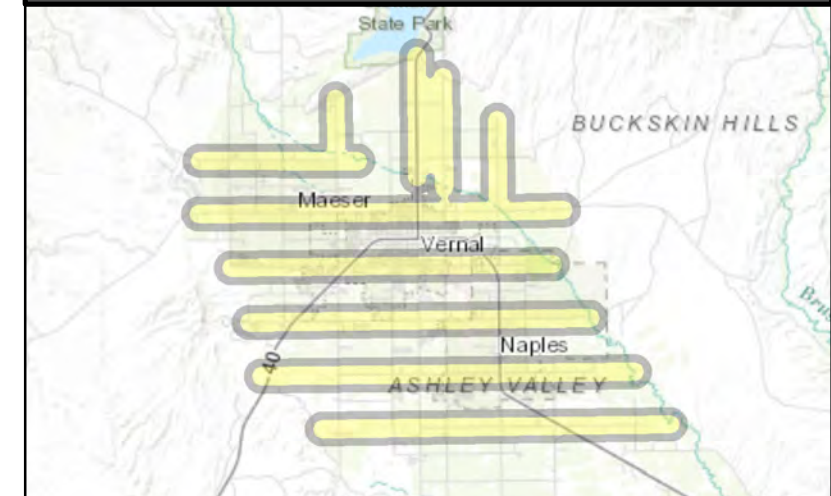


Central Area

Option 3

-  Detention Basin
 -  New Storm Drain
 -  Canal
 -  Channel
 -  Municipalities
 -  Project Area
- 

Location Map



D. Appendix D – Engineer’s Opinion of Probable Cost

E. Appendix E – Additional Analysis information

Benefit Area GIS Analysis - Property Values & Homes

Northwest Benefit Area		Raw Data With No Weighting Factor					Data WITH Weighting Factor Applied				
Option	Benefit Area Weighting Factor	Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area			Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area		
				Improvements	Land	Total			Improvements	Land	Total
Option 1A	-----	2,501	893	\$149,451,171	\$57,997,518	\$207,448,690	1,262	391	\$70,991,012	\$27,240,905	\$98,231,917
75% Benefit Area	75%	1,096	218	\$44,868,395	\$18,761,576	\$63,629,971	822	164	\$33,651,296	\$14,071,182	\$47,722,478
50% Benefit Area	50%	395	277	\$50,468,942	\$15,035,243	\$65,504,185	198	139	\$25,234,471	\$7,517,621	\$32,752,092
30% Benefit Area	30%	408	89	\$12,824,777	\$8,119,613	\$20,944,391	122	27	\$3,847,433	\$2,435,884	\$6,283,317
20% Benefit Area	20%	602	309	\$41,289,057	\$16,081,086	\$57,370,143	120	62	\$8,257,811	\$3,216,217	\$11,474,029
Option 1B	-----	2,314	923	\$155,052,172	\$59,104,039	\$214,156,212	1,126	416	\$75,587,999	\$28,185,642	\$103,773,641
75% Benefit Area	75%	913	256	\$51,505,680	\$20,092,282	\$71,597,962	685	192	\$38,629,260	\$15,069,212	\$53,698,472
50% Benefit Area	50%	396	272	\$50,115,872	\$15,042,583	\$65,158,455	198	136	\$25,057,936	\$7,521,291	\$32,579,227
30% Benefit Area	30%	423	86	\$12,146,788	\$8,013,043	\$20,159,831	127	26	\$3,644,036	\$2,403,913	\$6,047,949
20% Benefit Area	20%	582	309	\$41,283,832	\$15,956,132	\$57,239,964	116	62	\$8,256,766	\$3,191,226	\$11,447,993
Option 2	50%	2,612	944	\$164,080,246	\$61,023,700	\$225,103,945	1,306	472	\$82,040,123	\$30,511,850	\$112,551,973
Option 3	50%	903	274	\$41,638,758	\$19,819,128	\$61,457,886	452	137	\$20,819,379	\$9,909,564	\$30,728,943
West Benefit Area		Raw Data With No Weighting Factor					Data WITH Weighting Factor Applied				
Option	Benefit Area Weighting Factor	Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area			Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area		
				Improvements	Land	Total			Improvements	Land	Total
Option 1A	-----	19,490	3,785	\$799,199,134	\$413,771,374	\$1,212,970,508	8,780	1,680	\$345,066,204	\$182,105,045	\$527,171,248
75% Benefit Area	75%	5,619	775	\$155,658,041	\$91,204,858	\$246,862,899	4,214	581	\$116,743,531	\$68,403,644	\$185,147,175
50% Benefit Area	50%	4,768	1,302	\$267,539,676	\$133,805,049	\$401,344,726	2,384	651	\$133,769,838	\$66,902,525	\$200,672,363
30% Benefit Area	30%	3,616	1,065	\$193,525,511	\$90,465,832	\$283,991,343	1,085	320	\$58,057,653	\$27,139,750	\$85,197,403
20% Benefit Area	20%	5,487	643	\$182,475,906	\$98,295,634	\$280,771,540	1,097	129	\$36,495,181	\$19,659,127	\$56,154,308
Option 1B	-----	17,468	3,558	\$750,551,292	\$386,619,688	\$1,137,170,980	8,254	1,727	\$351,605,847	\$183,372,466	\$534,978,313
75% Benefit Area	75%	5,616	929	\$175,383,073	\$102,173,171	\$277,556,244	4,212	697	\$131,537,305	\$76,629,878	\$208,167,183
50% Benefit Area	50%	4,388	1,313	\$269,688,212	\$133,934,700	\$403,622,912	2,194	657	\$134,844,106	\$66,967,350	\$201,811,456
30% Benefit Area	30%	3,554	1,107	\$241,284,348	\$96,728,745	\$338,013,093	1,066	332	\$72,385,305	\$29,018,623	\$101,403,928
20% Benefit Area	20%	3,910	209	\$64,195,659	\$53,783,072	\$117,978,731	782	42	\$12,839,132	\$10,756,614	\$23,595,746
Option 2	50%	22,010	4,592	\$920,801,292	\$474,213,371	\$1,395,014,664	11,005	2,296	\$460,400,646	\$237,106,686	\$697,507,332
Option 3	50%	10,638	4,139	\$796,532,312	\$347,745,366	\$1,144,277,678	5,319	2,070	\$398,266,156	\$173,872,683	\$572,138,839
Northeast Benefit Area		Raw Data With No Weighting Factor					Data WITH Weighting Factor Applied				
Option	Benefit Area Weighting Factor	Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area			Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area		
				Improvements	Land	Total			Improvements	Land	Total
Option 1	-----	3,425	311	\$50,963,014	\$40,823,890	\$91,786,904	2,498	224	\$36,725,759	\$29,703,435	\$66,429,194
75% Benefit Area	75%	3,142	273	\$44,977,009	\$37,165,960	\$82,142,969	2,357	205	\$33,732,757	\$27,874,470	\$61,607,227
50% Benefit Area	50%	283	38	\$5,986,005	\$3,657,930	\$9,643,935	142	19	\$2,993,003	\$1,828,965	\$4,821,968
Option 2	50%	3,369	230	\$36,802,160	\$31,570,631	\$68,372,791	1,685	115	\$18,401,080	\$15,785,315	\$34,186,395
Option 3	50%	2,220	370	\$56,948,509	\$36,699,964	\$93,648,472	1,110	185	\$28,474,254	\$18,349,982	\$46,824,236
Central Benefit Area		Raw Data With No Weighting Factor					Data WITH Weighting Factor Applied				
Option	Benefit Area Weighting Factor	Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area			Benefit Area (ac)	# Structures Intersected	Market Value of Parcels within Benefit Area		
				Improvements	Land	Total			Improvements	Land	Total
Option 1	100%	3,425	265	\$39,823,301	\$29,087,044	\$68,910,345	3,425	265	\$39,823,301	\$29,087,044	\$68,910,345
Option 2	100%	2,039	233	\$31,818,661	\$24,747,804	\$56,566,465	2,039	233	\$31,818,661	\$24,747,804	\$56,566,465
Option 3	-----	14,731	4,713	\$883,333,816	\$408,852,060	\$1,292,185,875	8,385	2,473	\$457,576,238	\$216,799,932	\$674,376,170
Ashley Creek	100%	2,039	233	\$31,818,661	\$24,747,804	\$56,566,465	2,039	233	\$31,818,661	\$24,747,804	\$56,566,465
Storm Drainage	50%	12,692	4,480	\$851,515,155	\$384,104,256	\$1,235,619,410	6,346	2,240	\$425,757,577	\$192,052,128	\$617,809,705

Project Ranking Analysis

Improvement Weighting Factors

Ranking Category	Weighting Factor	Notes
Benefit to Cost Ratio	10	Protected property value (benefit) to the total project cots (cost) ratio
Homes Protected	5	Based on address point data within project impacted/protected zones

Improvement Ranking of Options in Improvement Areas

Improvement Area	Option	Improvement Description	Benefit to Cost Ratio							Homes Protected		Project Score (lower score wins)	Project Ranking per Improvement Area
			Project Infrastructure Cost	Yearly Maintenance Cost	30 Year Maintenance Cost	Total Cost Over 30 Years	Protected Property Value	Protected Property Value / Total Cost Over 30 Years					
			Cost	Cost	Cost	Cost	Cost	Factor	Rank	Number	Rank		
NW	1A	Coal Mine Basin and Highline Canal	\$ 1,121,400.00	\$ 14,000.00	\$ 420,000.00	\$ 1,541,400.00	\$ 98,231,916.52	64	1	391	3	25	1
NW	1B	Coal Mine & Yellow Hills Basins and New Stormwater Canal	\$ 2,664,500.00	\$ 22,000.00	\$ 660,000.00	\$ 3,324,500.00	\$ 103,773,641.11	31	2	416	2	30	2
NW	2	Natural Drainage Enhancements	\$ 4,433,400.00	\$ 41,000.00	\$ 1,230,000.00	\$ 5,663,400.00	\$ 112,551,972.62	20	3	472	1	35	3
NW	3	Storm Drain	\$ 4,757,300.00	\$ 22,500.00	\$ 675,000.00	\$ 5,432,300.00	\$ 30,728,943.15	6	4	137	4	60	4
WSW	1A	Yellow Hills Basin and Highline Canal	\$ 2,482,200.00	\$ 43,000.00	\$ 1,290,000.00	\$ 3,772,200.00	\$ 527,171,248.26	140	1	1,680	4	30	1
WSW	1B	Yellow Hills Basin and Highline/Upper Canals	\$ 2,552,000.00	\$ 43,000.00	\$ 1,290,000.00	\$ 3,842,000.00	\$ 534,978,312.84	139	2	1,727	3	35	2
WSW	2	Natural Drainage Enhancements	\$ 12,671,400.00	\$ 58,000.00	\$ 1,740,000.00	\$ 14,411,400.00	\$ 697,507,331.82	48	3	2,296	1	35	2
WSW	3	Storm Drain	\$ 41,148,800.00	\$ 78,000.00	\$ 2,340,000.00	\$ 43,488,800.00	\$ 572,138,838.90	13	4	2,070	2	50	4
NE	1	Basins and Rockpoint Canal	\$ 4,383,400.00	\$ 40,000.00	\$ 1,200,000.00	\$ 5,583,400.00	\$ 66,429,194.23	12	1	224	1	15	1
NE	2	Natural Drainage Enhancements	\$ 7,383,900.00	\$ 40,000.00	\$ 1,200,000.00	\$ 8,583,900.00	\$ 34,186,395.34	4	2	115	3	35	2
NE	3	Basins and Storm Drains	\$ 14,874,400.00	\$ 38,500.00	\$ 1,155,000.00	\$ 16,029,400.00	\$ 46,824,236.23	3	3	185	2	40	3
C	1	Spring Creek Reservoir	\$ 62,761,200.00	\$ 125,000.00	\$ 3,750,000.00	\$ 66,511,200.00	\$ 68,910,345.32	1.04	3	265	2	40	3
C	2	Ashley Creek Stabilization	\$ 10,715,300.00	\$ 75,000.00	\$ 2,250,000.00	\$ 12,965,300.00	\$ 56,566,464.73	4	2	233	3	35	2
C	3	Ashley Creek Stabilization and Storm Drain	\$ 62,901,000.00	\$ 217,000.00	\$ 6,510,000.00	\$ 69,411,000.00	\$ 674,376,169.98	10	1	2,473	1	15	1

Final Ranking of Selected Improvements

Improvement Area	Option	Improvement Description	Benefit to Cost Ratio							Homes Protected		Project Score (lower score wins)	Project Ranking per Improvement Area
			Project Infrastructure Cost	Yearly Maintenance Cost	30 Year Maintenance Cost	Total Cost Over 30 Years	Protected Property Value	Protected Property Value / Total Cost Over 30 Years					
			Cost	Cost	Cost	Cost	Cost	Factor	Rank	Number	Rank		
NW	1A	Coal Mine Basin and Highline Canal	\$ 1,121,400.00	\$ 14,000.00	\$ 420,000.00	\$ 1,541,400.00	\$ 98,231,916.52	64	3	391	3	45	3
WSW	1A	Yellow Hills Basin and Highline Canal	\$ 2,482,200.00	\$ 43,000.00	\$ 1,290,000.00	\$ 3,772,200.00	\$ 527,171,248.26	140	2	1680	2	30	2
NE	1	Basins and Rockpoint Canal	\$ 4,383,400.00	\$ 40,000.00	\$ 1,200,000.00	\$ 5,583,400.00	\$ 66,429,194.23	12	4	224	4	60	4
C	3	Ashley Creek Stabilization and Storm Drain	\$ 62,901,000.00	\$ 217,000.00	\$ 6,510,000.00	\$ 69,411,000.00	\$ 674,376,169.98	10	1	2473	1	15	1

**MEMORANDUM OF AGREEMENT
AMONG
THE NATURAL RESOURCES CONSERVATION SERVICE,
UINTAH COUNTY,
UINTAH SPECIAL SERVICE DISTRICT 1,
ASHLEY CENTRAL IRRIGATION COMPANY,
AND THE UTAH STATE HISTORIC PRESERVATION OFFICE
REGARDING
THE MITIGATION OF ADVERSE EFFECTS
TO SITE 42UN5195 (ASHLEY CENTRAL CANAL),
UINTAH COUNTY, UTAH**

WHEREAS, the Natural Resources Conservation Service (NRCS) is providing technical and financial assistance to Uintah County (Sponsor) to construct two detention basins; piping, pressurizing, and regarding the Ashley Central Canal; replacing 38 existing turnout meters; install screening structures and an inlet control structure; and maintaining the Kids Canal recreational resource, (hereafter referred to as the “Project”); and

WHEREAS, the NRCS, as the lead Federal agency, has determined that the Project is an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. §305108, and its implementing regulations, 36 C.F.R. 800; and

WHEREAS, the NRCS has defined the Project’s Area of Potential Effects (APE), as defined at 36 C.F.R. 800.16(d), as a 214-acre area consisting of a series of linear corridors along and adjacent to the Ashley Central Canal and Steinaker Service Canal as well as two large polygonal areas wherein the proposed debris basins would be constructed; and

WHEREAS, a cultural resources inventory of the APE has been completed, as required by 36 C.F.R. 800, and described in the report entitled *Cultural Resource Assessment for the Ashley Valley Watershed Projects, Uintah County*, prepared by Certus Environmental Solutions and dated September 3, 2021, which the NRCS and the Utah State Historic Preservation Office (Utah SHPO) agree that the Ashley Central Canal (42UN5195), is eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the NRCS has determined that the Project will result in an adverse effect to the Ashley Central Canal (42UN5195) due to the piping of 5.6 miles of the Ashley Central Canal; and

WHEREAS, of the 5.6 miles, 5.1 miles of the Ashley Central Canal will remain open for flood control and the banks will be recontoured to pre-construction condition; and

WHEREAS, adverse effects are limited to a 0.5-mile-long section known as the Kids Canal, which is a significant traditional, social, and cultural resource to the community of Vernal; and

WHEREAS, the NRCS has consulted with the Utah SHPO, the Northwestern Band of Shoshone, the Ute Indian Tribe of the Uintah and Ouray reservation, the Eastern Shoshone Tribe of the Wind

Reservation, and the Shoshone Bannock, to resolve the Project's adverse effect on historic properties; and

WHEREAS, the Northwestern Band of Shoshone, the Ute Indian Tribe of the Uintah and Ouray reservation, the Eastern Shoshone Tribe of the Wind Reservation, and the Shoshone Bannock decline further participation in the development of this MOA; and

WHEREAS, the Utah SHPO, Uintah County, the Uintah Special Service District 1 (SSD 1), and the Ashley Central Irrigation Company (ACIC) have requested to participate in the development of this MOA; and

WHEREAS, the NRCS has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect to Site 42UN5195 and has invited the ACHP's participation in the Project, pursuant to 36 C.F.R. 800.6(a)(1), in a letter dated October 27, 2022; and

WHEREAS, the ACHP, in a letter dated November 14, 2022, declined to participate in consultation; and

WHEREAS, "Signatories" hereafter collectively refers to the required (NRCS and Utah SHPO) and invited, (Uintah County, SSD 1, and the ACIC); and

WHEREAS, other parties may be invited to become signatories to this MOA if such a party agrees to these terms; and

NOW, THEREFORE, the Signatories agree that upon the decision of the NRCS to proceed with the Project, the NRCS shall ensure that the following stipulations are implemented in order to resolve the adverse effect of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this MOA expires or is terminated.

STIPULATIONS

The NRCS shall ensure that the following stipulations are implemented:

I. PROFESSIONAL QUALIFICATIONS

- A.** All tasks will be completed by personnel meeting the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* as stated in 36 C.F.R. 61.
- B.** All tasks will be completed according to specifications consistent with the Secretary of Interior's *Standards and Guidelines for Archeological Documentation and Historical Documentation* and, where appropriate, guidelines required by the Utah SHPO.

II. MITIGATION OF ARCHAEOLOGICAL RESOURCES

- A.** The NRCS shall ensure the mitigation measures outlined below are completed. Mitigation will focus on the Kids Canal segment of the Ashley Central Canal, as this is where adverse effects are occurring due to proposed piping of the Ashley Central Canal. The Kids Canal segment is a 0.5-mile segment of the canal that has deep traditional, cultural, and historical significance to the community of Vernal. Mitigation stipulations include:
1. Modifying the Project design to install piping along the west side of the Kids Canal to minimize impacts to existing trees and divert water into the 0.5-mile-long segment; and
 2. Purchasing of water shares by the ACIC and SSD 1 (est. 1.75cfs) required to sustain existing trees, to carry water to the lowest portion of Kids Canal, and to provide flow for passive recreation purposes; and
 3. Interpretive kiosk to be placed at the Kids Canal, developed in consultation with local special interest groups (i.e. Friends of Kids Canal and private landowners) and maintained by SSD 1 for a minimum of two years; and
 4. Short film, produced in partnership with Uintah County Library.

III. UNANTICIPATED DISCOVERIES

- A.** In the event of an unanticipated archaeological discovery during construction, the NRCS shall follow procedures outlined in the Prototype Programmatic Agreement with the Utah SHPO. If significant discoveries requiring longer-term work stoppage for consultation and mitigation are encountered, the NRCS will consult per 36 C.F.R. 800.6 to develop a plan to further mitigate the adverse effect.
- B.** If human remains are discovered under any circumstance, the remains will be treated in accordance with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001 et seq.) and its implementing regulations (43 C.F.R. 10). All construction activities within 100 feet of the remains shall cease immediately and the NRCS shall consult pursuant to 43 C.F.R. 10.5, to develop a written plan of action to manage the discovery. Construction in the area of the remains may need to be halted throughout the review process. Continuation of work following a discovery will be contingent upon approval by the NRCS Area Cultural Resource Specialist in consultation with the Utah SHPO, tribes, and other consulting parties that the approved plan has been satisfactorily completed.

IV. DISPUTE RESOLUTION

Should any Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the NRCS shall consult with such party to resolve the objection. If the NRCS determines that such objection cannot be resolved, the NRCS will:

- A.** Forward all documentation relevant to the dispute, including the NRCS's proposed resolution, to the ACHP. The ACHP shall provide the NRCS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the NRCS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the Signatories, and provide them with a copy of this written response. The NRCS will then proceed according to its final decision.
- B.** If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the NRCS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the NRCS shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to the MOA, and provide them and the ACHP with a copy of such written response.
- C.** It will be the responsibility of the NRCS to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

VI. COORDINATION WITH OTHER ACTIONS

Other state or federal agencies that provide permitting or financial assistance to an undertaking covered by this MOA may satisfy their own compliance responsibilities under Section 106 of the NHPA by accepting and complying with the terms of this MOA. Other parties may have their actions covered by this MOA if they agree to its terms. Agencies shall notify the NRCS and the Utah SHPO in writing of the intent to adhere to this MOA.

VII. TERMINATION

- A.** If the terms of this MOA have not been implemented by March 15, 2028, then this MOA shall be considered null and void. In such an event, the NRCS shall so notify the Signatories and, if it chooses to continue with the Project, then it shall reinstate review of and consultation on the Project in accordance with 36 C.F.R. 800.3 through 800.7.
- B.** In the event that the NRCS does not carry out the terms of this MOA, the Signatories shall consult to seek amendment to the MOA and proceed in accordance with 36 C.F.R. 800.6(c)(8).
- C.** Any signatory to the MOA may terminate this MOA by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the NRCS shall proceed in accordance with 36 C.F.R. 800.6(c)(8), execute a new agreement in accordance with 800.6(c)(1) or request comments of the ACHP under 800.7(a).

Execution of this MOA by the NRCS and Signatories, and its submission to the ACHP in accordance with 36 C.F.R. 800.6(b)(1)(iv), shall, pursuant to 36 C.F.R. 800.6(c), be considered to be an agreement with the ACHP for the purposes of Section 110(l) of the NHPA. Execution and submission of this MOA, and implementation of its terms, evidence that the NRCS has afforded the ACHP an opportunity to comment on the Project and its effects on historic properties, and that the NRCS has taken into account the effects of the Project on historic properties.

SIGNATORY PAGE

**MEMORANDUM OF AGREEMENT
AMONG
THE NATURAL RESOURCES CONSERVATION SERVICE,
UINTAH COUNTY,
UINTAH SPECIAL SERVICE DISTRICT 1,
ASHLEY CENTRAL IRRIGATION COMPANY,
AND THE UTAH STATE HISTORIC PRESERVATION OFFICE
REGARDING
THE MITIGATION OF ADVERSE EFFECTS
TO SITE 42UN5195 (ASHLEY CENTRAL CANAL),
UINTAH COUNTY, UTAH**

NATURAL RESOURCES CONSERVATION SERVICE

EMILY FIFE

Digitally signed by EMILY FIFE

Date: 2023.03.21 19:34:43 -06'00'

Emily Fife, Utah State Conservationist

SIGNATORY PAGE

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UTAH STATE HISTORIC PRESERVATION OFFICER

 Date: 3/17/23

Dr. Christopher Merritt, Utah State Historic Preservation Officer

SIGNATORY PAGE

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UINTAH COUNTY

 Date: 3-21-2023
Brad Horrocks, Chairman, Uintah County Commission

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UINTAH SPECIAL SERVICE DISTRICT 1

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B217EDE292524CB... Date: 3/17/2023
Cheryl Meier, Executive Director

SIGNATORY PAGE

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UINTAH COUNTY, UTAH**

ASHLEY CENTRAL IRRIGATION COMPANY

Wayne Simper Date: 3/17/2023
Wayne Simper, President

CONCURRING PARTY

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AMONG
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UINTAH COUNTY, UTAH**


FRIENDS OF THE KIDS CANAL


Cindy Dilsaver, Representative Date: 3/20/23

CONCURRING PARTY

**MEMORANDUM OF AGREEMENT
AMONG
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UINTAH COUNTY, UTAH**

AHRNSBRAK FAMILY

 Date: 3/19/2023
David Ahnsbrak, Representative

 Date: 3/19/23
Laura Ahnsbrak, Representative