

**Agreement between
the United States Bureau of Reclamation
and Bridger Valley Water Conservancy District
for the Transfer of Title to the Lyman Project
3.132-Acre Construction Camp
in Uinta County, Wyoming**

Pursuant to and in accordance with 43 U.S.C. §§ 2901-2907 (the Title Transfer Act) this Title Transfer Agreement is made and entered into by the United States, acting by and through the Department of the Interior, Bureau of Reclamation (Reclamation), and Bridger Valley Water Conservancy District (District), a non-profit political subdivision, organized under the laws of the State of Wyoming, with its principal place of business in Uinta County, Wyoming (collectively, the Parties).

Background

The Lyman Project (Project), located in southwest Wyoming, was authorized for construction as one of the participating projects of the Colorado River Storage Project by the act of April 11, 1956 (70 Stat. 105). Construction of the Meeks Cabin Dam was completed in 1971 and the Stateline Dam was completed in 1979.

Reclamation purchased 8 acres of land in Mountain View, Wyoming in 1964, and improved the ground to be utilized as a construction camp (Lyman Construction Camp, Government Camp, or Reclamation Camp), which included housing for workers, a field office, washhouse, storage buildings, a field laboratory to support construction of the Project, access roads, and all related utilities to include wells and water rights (separate agreement). Water rights appropriated under Wyoming state law for the benefit of the construction camp include water right numbers: UW1631 (12.5 gpm for domestic and lawn watering), UW1700 (15 gpm for domestic and lawn watering), and UW1701 (100 gpm for fire suppression).

Reclamation contracted with the General Services Administration (GSA) to dispose of 5 acres of the Lyman Construction Camp, which was sold to the Uinta County School District in 1986. The remaining 3.132 acres were retained for Project purposes. The District's main office is currently located on the property. Reclamation continues to hold title to the Project land and facilities, including the 3.132 acres located in Uinta County, Wyoming.

The District was duly organized under the Water Conservancy Act of the State of Wyoming and contracted with Reclamation in 1964 to provide operations and maintenance of the Meeks Cabin Dam (Repayment Contract No. 14-06-400-3463), and the Stateline Dam in 1976 (amended). The District provides Operations, Maintenance, and Replacement

(OM&R) services for the Project and seeks title to 3.132 acres of improved land in Uinta County, Wyoming.

Title to the 3.132-acre Lyman Construction Camp is currently in the name of the United States for the benefit of the Project. The District and the United States have agreed to transfer title of the land and facilities for the following reasons:

A. The District has expressed a desire to seek financing for current and future repairs and upgrades for the existing facilities. However, without title to the facilities, the District has experienced problems obtaining financing and insurance for any improvements.

B. Elimination of federal ownership and involvement, in favor of local administration and control, will allow for more efficient and cost-effective care, repair, upgrades, and management of the land and facilities.

C. Although the District's repayment obligations for the Project will not be fully satisfied until 2040, the District will remit an advance payment of the associated Project costs for the 3.132 acres and associated improvements to the United States. This ensures the United States stays financially "whole" throughout the process.

D. The United States will be able to reduce federal obligations, costs, and liabilities.

In accordance with the Title Transfer Act and Reclamation policy, the Parties entered into a Memorandum of Agreement, dated January 2, 2024, and now enter into this Title Transfer Agreement.

Required Findings

As required by the Title Transfer Act, Reclamation finds:

A. Bridger Valley Water Conservancy District is a qualifying entity. The District was duly organized under the Water Conservancy Act of the State of Wyoming. The District contracted with Reclamation in 1964 to provide operations and maintenance of the Meeks Cabin Dam, and the Stateline Dam in 1976 and has provided OM&R services to the present.

B. The 3.132-acre Lyman Construction Camp and related facilities qualify as eligible facilities. The transferred assets do not include facilities that are considered reserved works, that generate hydropower marketed by a federal power marketing administration, or that are managed for recreation under a lease, permit, license, or management agreement that contributes to capital repayment.

C. The transfer of title is in the financial interest of the United States. The District will have to make an advance payment of the remaining costs associated with the 3.132 acres and accompanying improvements, and this transfer of title divests the United States of its financial obligations directly related to the land and facilities.

D. The District, as a qualifying entity, is committed to and capable of the continued management of the land and facilities for its current purposes. As a result of this commitment and capability, this transfer of title will not have an unmitigated significant effect on the environment, will protect the public aspects of the Project, and will have no adverse impacts on the continued fulfillment of present water or power delivery obligations.

E. By notice posted on the State of Wyoming Public Notice Website and in the local newspapers and by specific individualized notice, the Parties have made Uinta County residents and all potentially affected state, local, and federal agencies aware of this title transfer effort and process. All interested persons and entities have been given the opportunity to comment in writing and in person at local public meetings. The Parties have also provided full access to information as requested. Accordingly, this process was conducted in an open and public manner. All stakeholders and beneficiaries that directly benefit from the Project, including Uinta County and the Town of Mountain View have consented to the transfer of title.

F. This transfer of title does not affect Reclamation trust responsibilities to any federally recognized Indian Tribe.

G. The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 *et seq.*) requirements have been satisfied as of August 8, 2024 (Environmental Control Number PRO-CE-23-046).

H. The Project land and facilities do not contain threatened or endangered species or include critical habitat under the Endangered Species Act of 1973 (16 U.S.C. §§ 1531 *et seq.*). Therefore, the proposed action would have no effect on species protected by the U.S. Fish and Wildlife Service including those protected under the Endangered Species Act of 1973 (16 U.S.C. §§ 1531 *et seq.*), Migratory Bird Treaty Act, or the Bald and Golden Eagle Protection Act.

I. Reclamation completed a Class III Cultural Resource Inventory and determined a finding of No Historic Properties Adversely Affected for the proposed undertaking. Due to the nature of the proposed action, no ground disturbance or construction is anticipated with this work, and it is strictly a contract action. Although Historic Properties are within the project area of potential effects, there is no anticipated impact to the cultural resources, and therefore, no mitigation actions were required under subtitle III of title 54, U.S.C – Historic Preservation (NHPA). The State Historic Preservation Office concurred with this finding via letter dated July 9, 2024 (Case No. T153013.436).

Now, therefore, in consideration of the mutual covenants and agreements set forth herein Reclamation and the Bridger Valley Water Conservancy District agree as follows:

Agreement

I. NOTICE TO CONGRESS.

Reclamation has submitted to Congress the written notice, attached hereto as Exhibit B, of this proposed transfer of title to the Bridger Valley Water Conservancy District which includes a description of the reasons for such transfer (Notice to Congress).

II. CONVEYANCE OF PROJECT ASSETS.

If Congress does not pass a joint resolution disapproving this transfer of title to the District within ninety (90) days of its receipt of the Notice to Congress, the Parties will execute this Title Transfer Agreement as soon as possible, and:

a. The percentage of repayment obligation associated with the construction camp, is six thousand, one hundred and forty-seven dollars, and seventy-nine cents (\$6,147.79). In accordance with Reclamation Directive & Standard CMP 11-01, Section 6, the present value provides a discount associated with the current value of a string of future annual payment obligations. The District shall pay to the United States a final payment total of four thousand, five hundred and sixty-one dollars, and sixty-two cents (\$4,561.62), which is the discounted total with a current interest rate of 2.75%, discounted 11 years. The conveyances described in (b) below shall occur after such payment is received.

b. Upon receipt of payment in (a) above, Reclamation shall:

(1) convey to the District by a written instrument, in the form attached hereto as Exhibit A, all the United States' rights, title, and interest in the construction camp facilities and land; and

(2) pursuant to that separate Water Rights Conveyance Agreement, convey to the District by a separate written instrument all the United States' rights, title, and interest to Project Water Rights associated with the construction camp land.

c. If following the execution and recording of the quitclaim deed, the United States acquires any title to or interest in the construction camp facilities and land by reason of an instrument in the United States' chain of title, or by operation of law, such after-acquired title or interest shall also be conveyed by the Secretary, subject to the provisions of this Title Transfer Agreement.

III. ACCEPTANCE OF TITLE WITHOUT WARRANTY AND PROJECT ASSETS AS-IS.

Upon such conveyances to the District, the District shall accept title without warranty, and accept the construction camp land and facilities as-is.

IV. DISTRICT MANAGEMENT AND USE OF PROJECT ASSETS.

The District agrees to manage and use the construction camp facilities and land for substantially the same purposes for which the Project is used at the time of title transfer. The District hereby acknowledges that it and its predecessors have used, operated, and maintained the construction camp facilities and land for over sixty (60) years, and hereby agrees to accept Project assets “as-is” and accepts all liability from the date of transfer forward, subject to applicable local, state, and federal law.

V. RECLAMATION ASSIGNMENT AND DISTRICT ASSUMPTION OF CONTRACTS.

To the extent assignable by Reclamation and when all the conditions precedent described in this Title Transfer Agreement are met, Reclamation hereby assigns, and the District hereby accepts, all rights, privileges, duties, responsibilities, and obligations of Reclamation stated only in those valid and existing contracts as they relate to the construction camp facilities and lands.

The District will honor the terms of each valid and existing contract and will provide the rightful holder of each such contract with the same allowances that it receives from Reclamation.

The District agrees to indemnify, and hold the United States, and all its duly authorized representatives harmless, from all claims arising out of such valid and existing contracts.

VI. TERM.

This Title Transfer Agreement is effective in perpetuity unless it is terminated by mutual written agreement of the Parties.

VII. DIVESTITURE OF FEDERAL OWNERSHIP, INTERESTS, AND RESPONSIBILITIES.

Upon the transfer of the Lyman Construction Camp facilities and land, it will no longer be considered part of a Reclamation Project, and the United States shall be deemed to be entirely divested of all rights, interest, and responsibilities related to the facilities. The Lyman Construction Camp shall no longer be eligible for benefits available only to Reclamation projects. Further, the Lyman Construction Camp shall no longer be authorized

for federal use, will no longer be held in federal ownership, and will no longer be under any Reclamation control or jurisdiction.

VIII. APPLICABILITY OF CONTRACT TERMS.

The Repayment Contract (No 14-06-400-3463) provides for the repayment of reimbursable costs of the Project, as well as for operation and maintenance of the Project assets. The terms of the Repayment Contract associated with the Project's Lyman Construction Camp are no longer valid.

IX. GENERAL PROVISIONS.

a. No Future Obligation. Nothing herein will be construed to obligate Reclamation to expend or involve Reclamation in any contract or other obligation for the future payment of money in excess of the appropriations authorized by law and administratively allocated for the purposes and projects contemplated hereunder.

b. No Binding Rights or Obligations. Nothing in this Title Transfer Agreement is intended to create any right or benefit, substantive or procedural, enforceable at law by a non-party against the United States or Reclamation, its agencies, its officers, or any other person. Nothing in this Title Transfer Agreement will be deemed to increase the liability of the United States beyond that currently provided in the Federal Tort Claims Act (28 U.S.C. §§ 2671 *et seq.*).

c. No Sharing of Benefits. No member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of the Title Transfer Agreement or to any benefit that may arise out of it.

d. Freedom of Information Act. Any information furnished to Reclamation under this Title Transfer Agreement is subject to the Freedom of Information Act (5 U.S.C. § 552). Any information furnished to the District under this Title Transfer Agreement may be subject to the Utah Government Records Access and Management Act, Utah Code §§ 63G-2-101 *et seq* and the Wyoming Public Records Act, Wyoming Statutes §16-4-201 through 16-4-205.

e. Compliance with Federal Laws. All parties to this Title Transfer Agreement agree to comply with all Federal statutes relating to nondiscrimination, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, religion, sex, or national origin; Title IX of the Education amendments of 1972, as amended, which prohibits discrimination on the basis of sex; the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as amended, which prohibits discrimination on the basis of disability; the Age Discrimination in Employment Act of 1967, as amended, which prohibits discrimination based on age against those who are at least 40 years of age; and the Equal Pay Act of 1963, which prohibits discrimination on account of sex in the payment of wages by employers.

f. Phase I Environmental Site Assessment: In accordance with the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or "Superfund"), 42 U.S.C. section 9620(h):

The United States has completed a Phase I Environmental Site Assessment for the property being conveyed, including a site visit on May 17, 2024, and a search of files at the Bureau of Reclamation to identify available information with respect to hazardous substances that were stored for one year or more, known to have been released, or disposed of on the property. The property is being conveyed to the District in the same condition as existed on the date of said site inspection and as described in the questionnaire.

The District stipulates that it is the potentially responsible party and accepts the premises and appurtenances as is, thereby releasing the United States of all current and future liability.

g. Non-assignability. This Title Transfer Agreement and the rights and obligations hereunder are not assignable without the express written consent of the Parties.

h. Principal Contacts. Until changed by written notice or practice, the principal contacts for the Parties are:

Reclamation – Provo Area Office

Bryan Schmutz
302 E Lakeview Parkway
Provo, UT 84606
bschmutz@usbr.gov
801 379-1245

Bridger Valley Water Conservancy District

Kenneth Fackrell
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307 782-3210

IN WITNESS WHEREOF, the Parties hereto have executed this Title Transfer Agreement as of the last date written below.

Bureau of Reclamation
David Palumbo, Acting Commissioner

Date

Bridger Valley Water Conservancy District
Mr. John Lupher, Board Chairman

Date

Attest: _____, Board Secretary