

**DRAFT FINDING OF SUITABILITY TO TRANSFER  
(FOST)**

**Camp Williams, Utah**

**Parcels 58-004-0069, 58-004-0070, 58-004-0045, 58-005-0086**

**June 2022**

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**1. PURPOSE**

The purpose of this Finding of Suitability to Transfer FOST is to document the environmental suitability of certain parcels or property at Camp Williams, Utah, for transfer to the Utah Department of Transportation (UDOT) consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the Access Provisions and other Deed Provisions, and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

**2. PROPERTY DESCRIPTION**

The property consists of approximately 93 acres of undeveloped property with no buildings. Parcels 58-004-0069 and 58-004-0045 were previously used for military bivouacking exercises. The land is currently not in use. Parcels 58-004-0070 and 58-005-0086 are currently part of Redwood Road/State Route-68 (SR-68). SR-68 became a highway in 1931. The property is intended to be transferred as open space which will be redeveloped as a transportation project (Mountain View Corridor) and is consistent with the intended reuse of the property as set forth in Mountain View Corridor Project in Salt Lake and Utah Counties Final Environmental Impact Statement (Federal Highway Administration and Utah Department of Transportation 2008, and updates). A site map of the property is attached (Enclosure 1).

**3. ENVIRONMENTAL DOCUMENTATION**

A determination of the environmental condition of the property was made based upon the Draft Mountain View Corridor Real Estate Exchange National Environmental Policy Act (NEPA) environmental assessment (EA) analysis [date to be added once the Final EA is completed], the Environmental Baseline Survey (EBS) dated 29 June 2021 and updated 13 June 2022, the Phase I Environmental Site Assessment dated July 2021, and the Draft Finding of No Significant Impact (FNSI) [date to be completed once a FNSI is signed, if appropriate]. The information provided is a result of a complete search of agency files during the development of these environmental surveys.

A complete list of documents providing information on environmental conditions of the property is attached (Enclosure 2).

#### **4. ENVIRONMENTAL CONDITION OF PROPERTY**

The DOD Environmental Condition of Property (ECP) category for the property is as follows: ECP Category 1: Parcels 58-004-0069, 58-004-0070, 58-004-0045, 58-005-0086.

A summary of the ECP categories for the parcels and the ECP category definitions are provided in Table 1 – Description of Property (Enclosure 3).

##### **4.1 ENVIRONMENTAL REMEDIATION SITES**

There are no investigation/remediation sites and no evidence of groundwater contamination on the property.

##### **4.2 STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES**

There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities (Enclosures 4). The CERCLA 120(h)(4) Covenant and Access Rights at Enclosure \_\_\_ will be included in the Deed.

##### **4.3 PETROLEUM AND PETROLEUM PRODUCTS**

There is no evidence that petroleum products were stored in underground or above-ground storage tanks on the property.

##### **4.4 OTHER PROPERTY CONDITIONS**

There are no other hazardous conditions on the property that present an unacceptable risk to human health and the environment.

#### **5. ADJACENT PROPERTY CONDITIONS**

There are no conditions adjacent to the property that present an unacceptable risk to human health and the environment.

#### **6. ENVIRONMENTAL REMEDIATION AGREEMENTS**

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army's right to conduct remediation activities, if necessary, in the future.

#### **7. REGULATORY/PUBLIC COORDINATION**

The U.S. EPA Region 8 (Mountains and Plains), the Utah Department of Natural Resources, and the public were notified of the initiation of the FOST. Regulatory/public comments received during the public comment period will be incorporated, as appropriate. A copy of the

regulatory/public comments and the Army Response will be included at Enclosures 10 and 11, respectively.

## **8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE**

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Environmental Assessment for the Mountain View Corridor Real Estate Exchange, Utah County, Utah, [date to be added once the Final EA is completed]. There were no encumbrances or condition identified in the NEPA analysis as necessary to protect human health or the environment.

## **9. FINDINGS OF SUITABILITY TO TRANSFER**

Based on the above information, I have concluded that the Property qualifies as CERCLA section 120(h)(4) uncontaminated property and is transferable under that section. In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met. The deed will include the CERCLA 120(h)(4) Covenant and Access Provisions and Other Deed Provisions. Whereas no hazardous substances or petroleum products were stored for one year or more, known to have been released, or disposed of on the parcels, a hazardous substance or petroleum notification is not required.

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Ms. Lara E. Beasley  
Chief, Environmental Division  
Headquarters, U.S. Army Corps of Engineers

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Date

6 Enclosures

Encl 1 -- Site Map of Property

Encl 2 -- Environmental Documentation

Encl 3 -- Table 1 -- Description of Property

Encl 4 -- CERCLA Notice, Covenant, and Access Provisions and Other Deed Provisions

Encl 5 -- Regulatory/Public Comments

Encl 6 -- Army Response

**ENCLOSURE 1**

**Site Map of Property**

NOTE TO REVIEWERS: Enclosure 1 is in a separate file because it is a pdf.

## ENCLOSURE 2

### Environmental Documentation

#### Documents Reviewed

Terracon. October 2014. Phase I Environmental Site Assessment.

Terracon. January 2015. Limited Site Investigation Report.

U.S. Army Corps of Engineers (USACE). June 2022. Final Draft Camp Williams Environmental Baseline Survey (EBS).

USACE. July 2021. Phase I Environmental Site Assessment, Camp Williams NSA & UDOTS Land Acquisition, 2700 North and Redwood Road Lehi, Utah.

Parsons. June 2011. Final Remedial Investigation Report for the Southeast Simulated Attack Area Munitions Response Site.

Utah Division of Wildlife Resources. <https://wildlife.utah.gov/>. Date last accessed July 2021.

Utah Department of Transportation. <https://www.udot.utah.gov/connect/>. Date last accessed July 2021.

#### Persons Contacted

Individual 1, Former property owner

- Contacted 8/31/2021 via telephone

Individual 2, Habitat/Impact Analysis Biologist

- Contacted 8/31/2021 via telephone

Mr. Geff Dupaix, Senior, Strategic Communications Manager

- Contacted 8/31/2021 via telephone

LTC Shaun R Nelson, Utah National Guard Environmental Program Manager

- Contacted 9/15/2021 via email

**ENCLOSURE 3**

**TABLE 1 – DESCRIPTION OF PROPERTY**

<b>Building Number and Property Description</b>	<b>EBS Parcel Designation</b>	<b>Condition Category</b>	<b>Remedial Actions</b>
This tract consists of about 32.463 acres and 0 buildings and structures. A single dirt road restricted to use for Jacob canal maintenance crosses this parcel.	58-004-0069	1	None necessary.
This tract consists of about 47.382 acres and 0 buildings and structures. Redwood Road/State Route-68 occupies part of this tract.	58-004-0070	1	None necessary.
This tract consists of about 11.287 acres and 0 buildings and structures. A single dirt road restricted to use for Jacob canal maintenance crosses this parcel.	58-004-0045	1	None necessary.
This tract consists of about 2.412 acres. Redwood Road/State Route-68 occupies part of this tract.	58-005-0086	1	None necessary.

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

**ENCLOSURE 4**

**CERCLA 120(H) CLAUSES**  
**AND OTHER DEED PROVISIONS**

*The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.*

**A. For the Property, the Grantor provides the following covenant and retains the following access rights:**

**I. Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)):**

Pursuant to section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i)), the United States warrants that any response action or corrective action found to be necessary after the date of this deed for contamination existing on the Property prior to the date of this deed shall be conducted by the United States.

**II. Access Rights Pursuant to Section 120(h)(4)(D)(ii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(ii)):**

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the Property, to enter upon the Property in any case in which an environmental response or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable



means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer, employee, agent, contractor of any tier, or servant of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act

## **B. OTHER DEED PROVISIONS:**

### **“AS IS”**

I. The Grantee acknowledges that it has inspected, or has had the opportunity to inspect, the Property and accepts the condition and state of repair of the Property. The Grantee understands and agrees that the Property is conveyed “AS IS” without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in a suitable condition or fit to be used for the purposes intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

II. No warranties, either express or implied, are given with regard to the condition of the Property including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the condition of the Property including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of the Property will not constitute grounds for any claim or demand against the Grantor.

III. Nothing in this “As Is” provision will be construed to modify or negate the Grantor's obligations under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)).

### **C. POST-TRANSFER DISCOVERY OF CONTAMINATION**

If a release or threatened release of a hazardous substance is discovered on the Property after the date of the conveyance herein, the Grantee, its successors or assigns shall be responsible for such newly discovered release or threatened release of a hazardous substance unless the Grantee, its successors or assigns is able to demonstrate that such release or threatened release of a hazardous substance was due to the Grantor's activities, use, or ownership of the Property. If the Grantee, or its successors or assigns believe the newly discovered hazardous substance is due to the Grantor's activities, use or ownership of the Property, the Grantee or its successors or assigns shall immediately secure the site and notify the Grantor of the existence of the release or threatened release of the hazardous substance and the Grantee or its successors or assigns shall not further disturb or allow the disturbance of such hazardous substance without the prior written permission of the Grantor.

The Grantee, for itself, its successors and assigns, as part of the consideration for the conveyance of the Property, hereby releases the Grantor from any liability or responsibility for any claims arising solely out of the release or threatened release of any hazardous substance on the Property occurring after the date of the conveyance herein where such hazardous substance was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents, contractors, or any person other than the Grantor after the date of the conveyance herein. This "Post-Transfer Discovery of Contamination" provision shall not affect the Grantor's obligation under the "Covenant Pursuant to Section 120(h)(4)(D)(i) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(4)(D)(i))."

**ENCLOSURE 5**

**Regulatory/Public Comments**

*To be completed following regulatory and public review.*

**ENCLOSURE 6**

**Army Response to Regulatory/Public Comments**

*To be completed following regulatory and public review.*