

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT. 84115

Bonanza Flat Conservation Area
Deed of Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), made as of June _____, 2018, by PARK CITY MUNICIPAL CORPORATION ("Grantor"), having an address of 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, and UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115.

Exhibits and Attachments as Follows

Exhibit A: Legal Description
Exhibit B: Property Survey
Exhibit C: Baseline Documentation Report
Exhibit D: Girl Scouts of Utah Lease
Exhibit E: Talisker Club Lease and Soils License Agreement

Attachment 1: Bonanza Flat Adaptive Management and Stewardship Plan
Attachment 2: Bonanza Flat Conservation Area Trails
Attachment 3: Trailhead Location Map

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Wasatch County, Utah, known as Bonanza Flat and described in the Legal Description, attached hereto as Exhibit A and by this reference made a part hereof, and the Property Survey, attached hereto as Exhibit B and by this reference made a part hereof (the "Property"); and

WHEREAS, the purpose of this Easement is to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, and recreational and educational values of the

Property; and

WHEREAS, the Property provides significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law; and

WHEREAS, it is the intention of both the Grantor and the Grantee to maintain the Property to forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, and recreational and educational values; and

WHEREAS, Grantor recognizes and values the financial and organizational contributions made by Utah Open Lands, Utah Hang Gliding and Paragliding Association, Wasatch Mountain Club, Wasatch Back Country Alliance, Trails Utah, The Nature Conservancy, Summit Land Conservancy, the Utah Chapter of the Sierra Club, Save our Canyons, Park City Leadership Class 23, Mountain Trails Foundation, and Friends of Alta in facilitating the acquisition and permanent protection and preservation of the conservation values of the Property; and

WHEREAS, the Property was purchased with restricted proceeds from a \$25 million bond specific to the Property, which passed by a vote of the Park City community on November 7, 2016, and restricted funds from private foundations, private individuals, public agencies, and nonprofits that were granted or raised for the express purpose of enabling the city to purchase the Property and forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, and recreational and educational values; and

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the citizens of Salt Lake County, the State of Utah, and the United States of America; and

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values (collectively referred to as the “Conservation Values”) of great importance to Grantor and Grantee, and which provide incalculable public benefit to the citizens of Salt Lake County, the State of Utah, and the United States of America, including but not limited to:

- A. Protection and preservation of relatively natural habitat in accordance with Internal Revenue Code §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including protection and preservation of habitat appropriate for several wildlife species identified as priorities for conservation by the State of Utah. Of the listed priority Utah Sensitive Wildlife species, the following have been documented on or near the Property: American three-toed woodpecker (*Picoides dorsalis*), Bonneville cutthroat trout (*Oncorhynchus clarki utah*), northern goshawk (*Accipiter gentilis*), Townsend’s big-eared bat (*Corynorhinus townsendii*), with historical occurrences for ferruginous hawk (*Buteo regalis*) and western toad (*Bufo boreas*). These species are worthy of protection and, as identified by the Utah Division of Wildlife Resources (DWR), the Property serves as critical habitat for nine key wildlife game species in Utah: Band-tailed Pigeon (*Patagioenas fasciata*), Black Bear (*Ursus americanus*), Blue Grouse (*Dendragapus obscurus*), Shiras Moose (*Alces alces shirasi*), Rocky Mountain Goat (*Oreamnos americanus*), Mule Deer (*Odocoileus hemionus*), Rocky Mountain Elk (*Cervus canadensis nelsoni*), Ruffed Grouse (*Bonasa umbellus*), and Snowshoe Hare (*Lepus americanus*). The Property further provides important migration corridors for mule deer, Rocky Mountain elk, and moose, and as such is a vital link between critical habitat in the Wasatch-Cache National Forest, the Wasatch Mountains State Park, and undeveloped privately owned lands. High priority habitat, as identified by DWR, exists on the property in the form of abundant high alpine palustrine wetland habitat, as the Property includes Blood’s Lake, Lake Lackawaxen, and a portion of Lake Brimhall, as well as

numerous wet meadows and smaller ponds, aspen and coniferous forests, and lower elevation mountain shrub natural communities. There are significant known nesting sites on the Property for flammulated owl (*Psiloscopus flammeolus*) according to Hawkwatch International. Great horned owl (*Bubo virginianus*) and American kestrel (*Falco sparverius*) were also noted during site visits, as were American pika (*Ochotona princeps*), Beaver (*Castor canadensis*), and Mountain Lion (*Puma concolor*); and

- B. Protection of scenic, aesthetic, and open space in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from several vantage points including Empire Pass, State Route 224, Guardsman Pass, and adjacent protected landscapes; and
- C. Protection of watershed values, drinking water, and water quality pursuant to clearly delineated governmental policies in accordance with Internal Revenue Code §170(h)(4)(A)(iii) and accompanying Treasury Regulations, as the Property is recognized by Salt Lake Public Utilities, Utah Reclamation Mitigation and Conservation Commission, Metropolitan Water District of Salt Lake City, and Sandy City as critical watershed land, and the protection of this Property from development safeguards the quality of drinking water for the Wasatch Front and Wasatch Back.
- D. Protection of a historic land area by preserving the public's enjoyment of the unaltered nature of land that includes remnants of Park City's mining history, including abandoned mining shafts, which provide a unique glimpse of Park City's early mining roots; and
- E. Protection of public recreational and educational values, as the Property will provide a limited number of trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy recreational

and educational outdoor opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values; and

- F. The Property is adjacent and in close proximity to several permanently protected open spaces, including Empire Canyon, Wasatch Mountain State Park, Wasatch-Cache National Forest, Snake Creek Canyon Preserve, land owned by the Girl Scouts of Utah, and Salt Lake City Public Utilities watershed lands, and as a result the Property provides a buffer to and expands existing areas of protected open space; and

WHEREAS, Grantee has inventoried the Conservation Values and the current condition of the Property in the Baseline Documentation Report, attached hereto as Exhibit C and by this reference made a part hereof; and

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by limiting, as provided herein, the continuation, initiation, or introduction of activities on the Property that would have a material negative impact on the Conservation Values; and

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property; and

WHEREAS, the Grantor greatly values the undeveloped nature of the Property and its Conservation Values; and

WHEREAS, the Property meets the Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this

Easement; and

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the State's natural resources by the enactment of Utah Code Ann. § 57-18-1 et seq.; and

WHEREAS Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in Internal Revenue Code § 170(h)(3); and

WHEREAS Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of the Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that any provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Deed of Conservation Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the citizens of Salt Lake County, the State of Utah, and the United States of America. This Easement is made over and across all of

the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrances other than encumbrances of record existing at the time of the effective date of this Easement shall be subordinate to all rights and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section IV to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

- (a) to identify, preserve, and protect in perpetuity the Conservation Values, subject to the terms of this Easement, the rights reserved by Grantor in Section IV below, and any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of this Easement;
- (b) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement, and to require Grantor or third persons

- to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;
- (c) to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
 - (d) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
 - (e) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and
 - (f) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section VIII; and
 - (g) to erect signage at such locations on the Property as determined mutually between Grantor and Grantee identifying Grantee as the holder of this Easement, the terms of this Easement, or the Property's protected status; and
 - (h) to burden title to the Property in perpetuity and bind the Grantor and all future owners and tenants of the Property.

SECTION III – BFAMS PLAN AND BASELINE DOCUMENTATION

- A. Bonanza Flat Adaptive Management and Stewardship Plan: At the time of the signing of this Easement, Grantor and Grantee agree that, within 6 (six) months of the effective date of this Easement, Grantor and Grantee shall develop a Bonanza Flat Adaptive Management and Stewardship Plan (BFAMS Plan). The BFAMS Plan will provide direction on best management practices for consideration in the protection of the Conservation Values. The BFAMS Plan will identify monitoring protocols for certain Conservation Values and the Watershed Restoration, Back Country, and Front Country Areas to

guide management practices. A copy of the BFAMS Plan will be kept on file at the office of the Grantor and the office of the Grantee. The BFAMS Plan may be updated periodically by Grantor and Grantee and shall be reviewed by Grantor and Grantee every five years. Significant changes to the BFAMS Plan shall be brought to the City Council for approval pursuant to a public hearing.

- B. Baseline Documentation Report: The Baseline Documentation Report, attached as Exhibit C, contains a collection of baseline data, including the Bonanza Flat Conservation Area Resource Inventory, that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. Copies of the Baseline Documentation Report and any updates thereto shall remain on file in Grantee's offices.

SECTION IV - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except when such uses and practices (i) occur in a manner or to a degree that would have or has a material adverse impact on the Conservation Values or the Conservation Purpose of the Easement, (ii) require Grantee's prior approval in accordance with Section VII, or (iii) create or threaten to create a material adverse impact on the Watershed Restoration, Back Country, or Front Country Areas to be identified in the BFAMS Plan.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

- A. Maintenance and Restoration of the Native Ecosystem: Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts, provided in all cases that restoration is done in accordance with the BFAMS Plan.
- B. Water Resources: Grantor may enhance water quality and wetland features on the Property recognized as necessary to protect the watershed value, or as beneficial to wildlife or carbon sequestration, in particular the protection of the water resources, springs, wetlands, and streams on or appurtenant to the property, and the enhancement of ecological resources, including habitat, provided such enhancements are in accordance with the BFAMS Plan.
- C. Public Access: Grantor may define regional access connections and construct a total of four (4) trailheads on the Property, which must be in the Front Country Area, along with related trailhead facilities including restroom facilities, benches, picnic areas, scenic overlooks, and trash management facilities, provided that the trailheads, access points, and parking comply with Attachment 3, the Trailhead Location Map, and any subsequent updates thereto approved by Grantee in accordance with Section VII, and in no event shall the number of collective parking spaces for the four (4) trailheads exceed 120 vehicles.
- D. Trail Related Structures: Grantor may construct bridging, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements in accordance with the BFAMS Plan.
- E. Fence and Gating: Grantor may place a limited amount of fencing, replace

existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property, subject in all cases to approval by Grantee in accordance with Section VII and provided that all fencing must be sensitive to wildlife and wildlife migration and is not considered “game proof”.

- F. Problem or Diseased Animals: Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.

- G. Fire Suppression: Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management shall not increase fire potential by creating open and exposed areas with deadfall and dry undergrowth, which could lead to increased fire risk due to increased fuel loads. All fire management shall be done in accordance with the BFAMS Plan. Potential means to reduce or remove high-risk fuel loads should include requiring removal of deadfall and slash created during the maintenance of trails. Removal methods shall limit the affect on the native biological diversity and may include, but would not be limited to hand removal, mechanized methods, and biological methods such as short-duration grazing.

- H. Invasive Weed and Insect Control: Grantor may use biological controls, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes.

- I. Dogs: Dogs are permitted on no more than two trails in total on the Property designated as open to dogs. With the exception of regional trail connections, no

dogs shall be allowed on trails that extend into the Watershed Restoration Area. Grantor and Grantee may at their sole and mutual discretion close the Property or a trail to dogs. All dog use must comply with Grantor rules and regulations regarding dog use, which must not be inconsistent with the Conservation Purpose of this Easement.

- J. Property Inclusion: Private inholdings within the Property's boundaries and adjacent lands may be incorporated into this Easement if such incorporations improve the overall Conservation Values and public benefit. Any land incorporated into this Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement, and the incorporation must be (i) documented through appropriate legal descriptions and updates to the Baseline Documentation Report at the time of incorporation and (ii) promptly recorded in the records of Wasatch County.
- K. Utilities: Existing utilities may be maintained or relocated, and new connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted, provided that, in the case of any utility relocation or new construction: (i) it must be approved by Grantee in accordance with Section VII; (ii) the utility must be buried to the extent reasonably practicable; and (iii) any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.
- L. Signs: Grantor may place a limited number of signs (i) stating the rules and regulations, (ii) stating safety or hazardous conditions, (iii) identifying trails or interpretive sites, (iv) stating the Conservation Purpose of this Easement and the Property's protected status, (v) and identifying the restoration areas.
- M. Events, Special Use, and Related Temporary Structures: Temporary structures associated with an event or a special use are permitted provided that (i) the event or use is limited in the number of participants, (ii) the structures are located

to minimize impacts on the natural environment, (iii) the structures are approved by Grantee in accordance with Section VII, and (iv) the staging and event itself is located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

N. Wildfire Evacuation: Grantor will install one crash gate to provide for emergency wildfire evacuation from adjacent residential lands.

O. Watershed Restoration Area: Uses in the Watershed Restoration Area shall maximize watershed and wildlife value protections, and activities that threaten these values shall be precluded. Recreational activities in the Watershed Restoration Area should be limited to education, wildlife viewing, hiking, and non-motorized human-powered winter activities. The Grantor may reroute, relocate, construct, and maintain a limited number of single-track trails for hiking and non-motorized human-powered winter activities in the Watershed Restoration Area only as per Attachment 2 (Bonanza Flat Conservation Area Trails), and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials;
- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;
- iv. trails are designated for use for hiking and non-motorized winter human - powered activities only;
- v. all trails are single-track in nature with a constructed width no larger than 4 feet;
- vi. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vii. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflict with the protection and preservation of the Conservation Values, and may temporarily close one

or more trails on the Property;

- viii. Grantor retains the right, in accordance with the BFAMS Plan, to close, reroute, restore, or relocate existing trails as may be necessary to ensure safe recreational use, or avoid or eliminate erosion, provided that the Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VII.

P. Back Country Area: Uses in the Back Country Area shall allow for recreational engagement that (i) facilitates a connection with nature with minimal facilities or services, (ii) allows ecological processes to dominate, and (iii) encourages a sense of remoteness. Recreational activities in the Back Country Area should be limited to single-track trails for equestrian, hiking and non-motorized biking; limited Nordic skiing primarily on rights-of-way already groomed; and non-motorized human-powered winter activities, including back country skiing. The Grantor may reroute, relocate, construct, and maintain a limited number of single-track trails for equestrian, hiking, non-motorized biking, Nordic skiing, and non-motorized human-powered winter activities in the Back Country Area only as per Attachment 2 (Bonanza Flat Conservation Area Trails), and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials;
- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;
- iv. all trails are single-track in nature with a constructed width no larger than 8 feet;
- v. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vi. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflict with the protection and preservation of the Conservation Values, and may temporarily close one

or more trails on the Property;

- vii. Grantor retains the right, in accordance with the BFAMS Plan, to close, reroute, restore, or relocate existing trails as may be necessary to ensure safe recreational use, or avoid or eliminate erosion, provided that the Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VII.

Q. Girl Scouts of Utah: In accordance with the terms and conditions set forth in the Girl Scouts of Utah Lease as amended, attached hereto as Exhibit D and by this reference made a part hereof, the Girl Scouts of Utah shall have the right to use the land described therein. The Girl Scouts of Utah may not make any material changes to the structures or to the location of the structures documented in the Baseline Documentation Report without obtaining prior written approval from Grantee, and no structure may be increased in height or total square feet from that identified in the Baseline Documentation Report as of the effective date of this Easement.

R. Front Country Area: Uses in the Front Country Area shall allow for recreational engagement that is consistent with the protection of the natural resources in the area. Permitted recreational uses in the Front Country Area include single-track trails for equestrian, hiking and non-motorized biking; limited Nordic skiing primarily on rights-of-way already groomed; and non-motorized human-powered winter activities, including back country skiing. The Grantor may reroute, relocate, construct, and maintain a limited number of single-track trails for equestrian, hiking, non-motorized biking, Nordic skiing, and non-motorized human-powered winter activities in the Front Country Area only as per Attachment 2 (Bonanza Flat Conservation Area Trails), and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials;

- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;
- iv. all trails are single-track in nature with a constructed width no larger than 8 feet;
- v. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vi. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflict with the protection and preservation of the Conservation Values, and may temporarily close one or more trails on the Property;
- vii. Grantor retains the right, in accordance with the BFAMS Plan, to close, reroute, restore, or relocate existing trails as may be necessary to ensure safe recreational use, or avoid or eliminate erosion, provided that the Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VII.

S. Talisker Club Lease Area and Soils License Agreement: No more than six and one half (6.5) contiguous acres shall be used for private use by the Talisker Club in accordance with the terms and conditions set forth in the Talisker Club Lease and Soils License Agreement, attached hereto as Exhibit E and by this reference made a part hereof. The area currently identified in the Soils License Agreement shall not be increased. The Talisker Club Lease in Exhibit E shall not be renewed if it is terminated for any reason or there is a breach of its terms. The Soils License Agreement in Exhibit E shall not be renewed if it is terminated for any reason or there is a breach of its terms.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is

prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

- A. Subdivision: Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited, except Grantor may exercise a one-time subdivision right for the sole purpose of providing Salt Lake Public Utilities and the Girl Scouts of Utah with land for incorporation into the land owned by those entities in conjunction with previous agreements associated with acquiring the Property, and provided that the terms of this Easement shall remain in full force and effect with regard to each subdivided parcel.
- B. Proffers, Dedications, Transfer of Development Rights: Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited.
- C. Construction: Structures or facilities for residential, commercial, or industrial use are prohibited. Only those structures permitted under Section IV pursuant to a permitted use are allowed.
- D. Wildlife Disturbance or Harassment: Harassment of wildlife by any means (for example, by people or domestic animals) is prohibited. The taking, removal, translocation, or captivation of wildlife is prohibited, however nothing within this

provision shall restrict Grantor and Grantee from determining healthy carrying capacities of big game species on the Property and employing appropriate management mechanisms, including permitting select and limited hunting in accordance with the BFAMS Plan.

- E. Alteration of Watercourses and Topography: Disturbance, alteration, excavation, and impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section IV.
- F. Non-native Species: Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section IV.
- G. Roads: New Roads over, through, or across the Property are prohibited. Park City shall to the extent that Park City and Wasatch County agree on or a court of competent jurisdiction rules on the physical boundaries of the right-of-way, dedicate the road commonly referred to as Guardsman, s.r.224 and Pine Canyon, as documented in the Baseline Documentation Report, which exists under the jurisdictional authority of Wasatch County, to Wasatch County pursuant to defined terms associated with that established conveyance.
- H. Ski Infrastructure: Any infrastructure associated with downhill skiing (including, but not limited to, aerial trams, cables, lifts, towers, and other modes of conveyance) is prohibited.
- I. Motorized Vehicles: Motorized vehicles are prohibited on the Property except for:
 - i. Emergency vehicles; and
 - ii. Purposes of safety as determined mutually by Grantor and Grantee, and provided the vehicles are permitted to enter the Property by Grantor and Grantee or are under the direct control of Grantor or Grantee;

- iii. Vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
 - iv. Vehicles in conjunction with a permitted use as identified under Section IV; and
 - v. Vehicles in conjunction with paragraph G of this Section.
- J. Agricultural Uses: Agricultural uses are prohibited on the Property except as may be consistent with fire suppression and invasive weed control activities permitted under Section IV.
- K. Camping; Manmade Fires: Camping is prohibited on the Property except in conjunction with an authorized use established by Grantor. Manmade fires are prohibited except in connection with fire suppression activities permitted under Section IV.
- L. Dumping: The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.
- M. Utilities: New utilities and new utility corridors are prohibited, except as permitted in Section IV.
- N. Mineral Activities: Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.
- O. Signs and Billboards: Except as permitted in Sections II and IV, the construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.

P. Hazardous Waste: The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited. Neither this specific prohibition nor any other right granted in this Easement makes Grantee an owner of the Property. Nor does it permit Grantee to control any use of the Property by Grantor which may result in the storage, dumping, or disposal of hazardous or toxic materials, provided, however, that Grantee may bring an action to protect the Conservation Values of the Property. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under CERCLA or other similar state or federal statutes.

SECTION VI – MANMADE DISTURBANCES

Two-track or single-track disturbances, if appropriated for a use pursuant to a permitted use under this Easement, shall not be improved beyond their existing condition, scope, or width as defined in the Baseline Documentation Report on the effective date of this Easement, the use thereof shall not result in an elevation of contaminants to the soil beyond those associated with existing conditions, and in no event shall such disturbances be maintained or improved with surface material that is impervious to the soil. Other manmade disturbances shall be restored to as undisturbed and natural a state as is practical and shall be reseeded with native seeds, plants, or vegetation in accordance with the BFAMS Plan. The road dedicated pursuant to paragraph G of Section V is not covered by this Section.

SECTION VII - PRIOR APPROVAL

If any provision of this Easement requires Grantor to obtain Grantee’s approval prior to performing any act or undertaking any use or practice, Grantor shall not perform that act or undertake that use or practice until the notice and approval provisions of this Section have been fully satisfied. This Section is not intended for any other purpose, including, without limitation, to request approval of (i) an activity or use that is expressly prohibited

by this Easement, (ii) an existing or threatened violation of this Easement, or (iii) an activity or use for which an amendment to this Easement would be needed. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief or otherwise enforce this Easement.

- A. Grantor's Written Notice: Prior to the commencement of any activity, use, or practice that requires Grantee's approval, Grantor must notify Grantee in writing of the proposed activity, use, or practice. The notice must fully inform Grantee of all material aspects of the proposed activity, use, or practice (including the nature, scope, design, location, and timetable for such proposed activity, use, or practice), and Grantor must send the notice to Grantee by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.
- B. Grantee's Written Request or Response: Grantee shall have forty five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) to review the proposed activity, use, or practice and, in writing, either approve the proposed activity, use, or practice or notify Grantor of any objections it may have. The forty five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed activity, use, or practice. In the event Grantee requires additional information to evaluate the proposed activity, use, or practice, Grantee shall, in writing, request the information from Grantor as soon as practicable and in any case no later than forty five (45) days after receipt of the notice. Grantee's objections to a proposed activity, use, or practice, if any, shall be based upon Grantee's opinion that the proposed activity, use, or practice is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the Conservation Purpose or provisions of this Easement. If, in Grantee's good faith judgment, the proposal presented by Grantor can be modified to avoid material damage to the Property's Conservation Values and otherwise comply with the

Conservation Purpose and provisions of this Easement, then Grantee's response shall inform Grantor how the proposed activity, use or practice may be modified to comply with this Easement. Grantor may commence the proposed activity, use, or practice only after it receives Grantee's express written approval, and only in the manner explicitly proposed by the Grantor and approved by Grantee. The Grantee must send any request for more information or response to Grantor by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.

- C. Grantee's Failure to Respond: Grantee agrees to use reasonable diligence to respond to a notice from Grantor within forty five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) or within forty five (45) days after Grantee has received adequate information to evaluate the proposed activity, use, or practice, whichever is later. Grantee's failure to respond within the forty five (45) day period shall be deemed a constructive denial. Grantor may seek relief from the courts and recover reasonable fees and costs if a court rules the constructive denial unjustified.
- D. Force Majeure: Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.
- E. Addresses. The addresses of the Grantor and Grantee for purposes of mailing or emailing the notices, requests, and responses addressed in this Section are set forth in Section XIV.

SECTION VIII - BREACH, RESTORATION, AND REMEDIES

- A. Breach and Restoration: If either the Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a “read receipt” tracking option. Grantor shall have thirty (30) days from the date of receipt of a notice from the Grantee of a violation or potential violation or of damage or potential damage to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage (Grantor’s receipt of such a notice shall be indicated by the registered or certified mail return receipt or the “read receipt” confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day time period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of such prevention or correction, including Grantee’s expenses, court costs, and attorney’s fees.
- B. Injunctive and Other Relief: Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, or take other appropriate legal action to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered.

- C. Actual or Threatened Non-Compliance: Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.
- D. Cumulative Remedies: Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.
- E. No Waiver of Enforcement: Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public as beneficiary of the easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION IX – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

- A. Notices: To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the

direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

- B. Superiority of Easement: Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Property after the effective date of this Easement shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.
- C. Costs, Taxes, and Fees: Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable Utah laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property, and agrees to reimburse Grantee for all claims and obligations arising from the operation, upkeep, and maintenance of the property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION X – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless the Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from any act or omission by the Grantor or its agents or employees associated with this Easement or the Property.

SECTION XI – RESTRICTION ON TRANSFER OF EASEMENT

- A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the

transfer, a “qualified organization” and an “eligible donee,” as those terms are defined in §170(h) of the Internal Revenue Code and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.

- B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in § 170(h) of the Internal Revenue Code and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee’s rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of cy pres and provided that the requirements of this Section shall be satisfied.
- C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XII shall not violate the provisions of this Section.

SECTION XII – EXTINGUISHMENT; VALIDITY

- A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right has a fair market value that is at least equal to the proportionate value that this Easement, at the time of its conveyance to the Grantee, bore to the value of the Property as a whole at that time, and such minimum proportionate value of Grantee’s property right, expressed as a percentage (the “Minimum Percentage”), shall remain constant.

- B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantee, calculated as provided in paragraph C of this Section, and all such proceeds shall be used by Grantee in a manner consistent with the Conservation Purpose of this Easement.
- C. In the event of an extinguishment, Grantee shall be entitled to a share of the proceeds from a subsequent sale, exchange, or involuntary conversion of the property removed from this Easement equal to the greater of: (i) the Minimum Percentage of such proceeds or (ii) the appraised value of this Easement (or portion of this Easement encumbering the property to be removed) immediately before and ignoring the extinguishment, calculated using an appropriate before and after valuation methodology. If Grantee, in Grantee's sole discretion, determines that the cost to Grantee of obtaining an appraisal of this Easement or relevant portion thereof immediately before extinguishment is likely to exceed any benefit to Grantee from obtaining such appraisal, or that the benefit of having such an appraisal prepared is so small as to be insignificant, Grantee may elect to receive the amount determined pursuant to (i) (the Minimum Percentage of such proceeds). Grantee has a right to record a lien to secure its recovery of its share of the proceeds.
- D. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interests subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds

shall be divided between Grantor and Grantee as provided in paragraph C of this Section.

- E. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the permitted uses and practices, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.
- F. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XIII – LIMITATION ON AMENDMENT

- A. Grantor and Grantee intend that the Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Conservation Values of the Property and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce reserved rights, to clarify an ambiguity, or to otherwise enhance the protection of the Conservation Values of the Property. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

- i. Only the following types of amendment are permitted:
 - a. Amendments that are technical in nature (such as correcting a scrivener's error).
 - b. Amendments that eliminate or reduce one or more of Grantor's reserved rights.
 - c. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement.
- ii. An amendment must not materially injure or destroy any of the Conservation Values of the Property or be detrimental to or inconsistent with the Conservation Purposes of this Easement. For example, this requirement prohibits "trade-off" amendments that would both materially negatively impact and arguably further the protection of the Conservation Values of the Property. Thus, for example, an amendment that would involve the relaxation or elimination of a restriction or other conservation protection in this Easement in exchange for the addition of land to this Easement is prohibited.
- iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.
- iv. An amendment must not adversely affect the status of the Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws at the time of the amendment.
- v. An amendment must not result in private inurement or confer impermissible private benefit.
- vi. An amendment must be in writing, duly signed, and promptly recorded

in the appropriate location for public land records, and Grantee must document the amendment's compliance with the requirements of this Section in writing.

B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XIV – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Park City Municipal Corporation
Attn: Real Estate, Open Space and Trails Manager
445 Marsac Ave
Park City, Utah 84060
HDeters@ParkCity.org

Grantee: Utah Open Lands Conservation Association Inc.
Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115
Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient (i.e., "Attn:") or a different mail or email address.

SECTION XV - MISCELLANEOUS PROVISIONS

- A. Partial Invalidity: If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "Grantee" as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as "the Parties."
- C. Titles: Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- D. Liberal Construction: This Easement shall be liberally construed in favor of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.
- E. Successors: This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.
- F. Governing Law: This Easement will be interpreted and construed in

accordance with applicable Utah laws.

- G. Entire Agreement: This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.
- H. Compliance With Law: All uses and practices permitted by this Easement shall comply with all applicable state and federal laws.
- I. Effective Date: The effective date of this Easement will be the date of its recordation.
- J. State Law Notice Requirements: Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.
- K. No Merger: The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the citizens of Salt Lake County, the State of Utah, and the United States of America and be bound by its terms .

- L. Warranty of Authority to Sign: By their signature below, the parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.
- M. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

PARK CITY MUNICIPAL
CORPORATION,

By _____
Mayor or Designee, Park City Municipal
Corporation

GRANTEE:

UTAH OPEN LANDS CONSERVATION
ASSOCIATION, INC.,

By _____
Matthew A. Steward, President,
Utah Open Lands Conservation
Association, Inc.

STATE OF UTAH)
 : ss.
County of Wasatch)

On this ____ day of [month] 2018, _____, representing Park City Municipal Corporation, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Park City Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notaries seal on the date above written.

(SEAL) Notary Public for the State of Utah
Residing at

My commission expires _____

STATE OF UTAH)
 : ss.
County of Wasatch)

On this ____ day of [Month], 2018, Matthew A. Steward, who is known to me to

be the President of Utah Open Lands Conservation Association Inc., and the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Utah Open Lands Conservation Association Inc.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL) Notary Public for the State of Utah
Residing at

My commission expires _____

