

RESOLUTION NO. _____

DATE: _____

**A RESOLUTION OF THE SALT LAKE
COUNTY COUNCIL AUTHORIZING ACCEPTANCE OF THE
CONVEYANCE OF A CONSERVATION EASEMENT
FROM DRAPER CITY OVER AND ACROSS TRAVERSE RANGE**

WHEREAS, Draper City (the "City") owns several tracts of real property located in the Corner Canyon area of Salt Lake and Utah Counties, State of Utah, known as the Traverse Range Open Space, depicted in Exhibit B to Attachment 1 to this Resolution (the "City Property"); and

WHEREAS, the City Property is recognized as having significant scientific and educational, wildlife habitat, ecological, scenic, riparian, watershed and open space benefits to the public; and

WHEREAS, the City is desirous of protecting the scenic and natural qualities of the land by granting a conservation easement to a qualified holder as more thoroughly described in Attachment 1 and

WHEREAS, Salt Lake County (the "County") as a governmental entity is qualified to acquire and hold a conservation easement under the Land Conservation Easement Act, U.C.A. § 57-18-1 et seq.; and

WHEREAS, the County desires to hold a conservation easement over and across the City Property to preserve and protect the natural and scenic qualities of said property; and

WHEREAS, the County's Open Space Advisory Committee has recommended that the County accept a conservation easement on the County Property to pursue their mutual interests of preserving and protecting it.

NOW, THEREFORE, be it resolved by the Salt Lake County Council authorizes the Mayor to accept the conveyance of a conservation easement from Draper, as attached in

Attachment 1 over and across the City property described above for the mutually agreed upon consideration of conserving and protecting it.

DATED this _____ day of _____, 2018.

SALT LAKE COUNTY

By _____
Aimee Winder Newton, Chair

ATTEST:

Salt Lake County Clerk

Voting:

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Burdick voting _____
Council Member DeBry voting _____
Council Member Granato voting _____
Council Member Jensen voting _____
Council Member Snelgrove voting _____
Council Member Wilson voting _____
Council Member Winder Newton _____

Approved as to Form:

Megan L. Smith
Digitally signed by Megan Smith
DN: dc=org, dc=slcounty,
ou=Departments, ou=District
Attorney, ou=Users, ou=GC,
cn=Megan Smith,
email=MeSmith@slco.org
Date: 2018.07.05 14:02:47 -06'00'

By: _____

Megan L. Smith
Deputy District Attorney

When Recorded Return to:
Salt Lake County
Real Estate
2001 South State Street
Salt Lake City, UT. 84190

Traverse Range Open Space
DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this ____ day of _____, 2018, by Draper City ("Grantor") having an address of 1020 East Pioneer Road, Draper, UT 84020 and Salt Lake County, a body corporate and politic of the State of Utah ("Grantee") and whose address is 2001 State Street, Salt Lake City, Utah 84190. Collectively Grantor and Grantee are referred to as the "Parties".

EXHIBITS AS FOLLOWS

Exhibit A: Property Description
Exhibit B: Property Map

WITNESSETH:

WHEREAS, Grantor is the owner of several tracts of land, located in the Corner Canyon area of Salt Lake and Utah Counties, State of Utah, known as the Traverse Range Open Space, described in the attached Exhibit A and located on the parcel map attached as Exhibit B which together constitute the "Property"; and

WHEREAS, Grantor intends to convey this Easement under the Utah Land Conservation Easement Act, U.C.A. §§ 57-18-2 through -7 (2018) and other applicable provisions of the Internal Revenue Code and Utah statutory and common law; and

WHEREAS, the Property possesses natural open space with wildlife habitat, educational and recreational, values (collectively referred to as the "Conservation Values") further identified in the Baseline Documentation dated November 28, 2017 and incorporated herein by reference and considered of great importance to the Grantor, the Grantee, the residents of the State of Utah. These Conservation Values include but are not limited to the following:

- A. Preservation of relatively natural habitat in accordance with Internal Revenue Code ("IRC") 1.170-14(d)(3) appropriate for several priority wildlife species for conservation in Utah, including mule deer (*Odocoileus hemionus*), which have been documented on the Property;

- B. Preservation of critical winter range for Elk (*Cervus Canadensis*), as the Utah Division of Wildlife Resources has identified that the Property provides;
- C. Preservation of habitat for numerous species of neotropical songbirds, other species of songbirds, Ferruginous hawk, raptors, game and non-game species which benefit from the abundance of foothill scrub oak (*quercus Gambelli*), savannah, and oak woodland on the Property;
- D. Protection of scenic and aesthetic open space in accordance with IRC 1.170-14(d)(4) through the protection of views of the Property which can be enjoyed from several vantage points including the I-15 interstate corridor, adjacent Forest Service land, Lone Peak Wilderness Area and numerous vantage points within Draper, Utah Valley, and the Salt Lake Valley;
- E. Protection of public recreation and education values in accordance with IRC 1.170-14(d)(2) as this Property has served as a place for multiple-use non-motorized recreation and is accessible to the public for mountain biking, horseback riding, and hiking among other passive recreational experiences; and
- F. Preservation of the Property's proximity to several permanently protected open spaces including Corner Canyon Regional Park, Little Valley, Forest Service Land, the Salt Lake County Flight Park and the Gene and Deane Wheaton Farmland Preserve; and

WHEREAS, Grantor desires and intends that the Conservation Values be preserved by the continuation, initiation, or introduction of activities on the Property that sustain said values, including, but not limited to wildlife viewing, public recreation, education and ecological interpretive use; and

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

WHEREAS, the Grantor values the undeveloped nature of the property and its passive recreational value; 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 to 57-18-7; and

WHEREAS, Grantee is a governmental entity qualified under Section 170(h) of the Internal Revenue Code, to receive qualified conservation contributions; and

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of the Grantor and Grantee regarding the future preservation of the Property as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire that any interpretation of this Easement be construed to further the conservation, protection, 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 agreement and pursuant to the laws of the State of Utah and in particular Utah Code Ann. §§ 57-18-1 *et seq.* (2018), Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT. This Easement is made over, under and across all of the Property to preserve and protect the natural, ecological, watershed, habitat, riparian, educational, public access, open space, scenic and other conservation values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and use of the Property as well as Grantee and any qualified successor of Grantee as identified in Section IX below. This Easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Property to remain forever open and accessible to the public for recreation and scenic enjoyment, protecting in perpetuity its unique natural, wildlife habitat, open space, educational, non-motorized public recreational, public access and scenic Conservation Values, preventing any use of the Property that may materially impair or interfere with its Conservation Values and that this Easement constitutes a public trust in the perpetual protection of the land.

SECTION II - RIGHTS OF GRANTEE

Affirmative Rights of GRANTEE. GRANTOR hereby grants the following rights to GRANTEE, which rights shall be in addition to and not in limitation of, all other rights and remedies available to GRANTEE:

- A. 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 inconsistent with the purpose of this Easement, and to require of GRANTOR or third persons the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;
- B. Upon two (2) business days prior notice to GRANTOR, to enter upon the Property at reasonable times and in a reasonable manner in order to monitor GRANTOR's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives GRANTEE a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made

available to GRANTOR), such entry shall not occur more often than twice annually;

- C. 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;
- D. 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
- E. 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.

SECTION III - PERMITTED USES AND PRACTICES

The Property is divided into Backcountry and Frontcountry zones.

The uses and practices described in this section may not be precluded or prevented by this Easement, except the uses and practices in this section may be precluded if Grantee, in its sole discretion, believes that a certain use or practice is occurring in a manner, or to a degree that causes harm to the Conservation Values or when a use or practice threatens to compromise the further defined Backcountry or Frontcountry zones as identified in the baseline documentation and in the Draper City Open Space Master Plan dated April 19, 2016 and incorporated herein by reference and is on file at the office of Grantor and Grantee.

The uses and practices may be precluded when this Easement requires Grantee's prior approval of an activity as provided in Section IV of this Easement or when such uses or practices are conducted or allowed to take place in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Conservation Values protected by this Easement, or constitutes a prohibited use or practice as set forth in Section V of this Easement, or fails to comply with economic or environmental feasibility studies determined as necessary by Grantor.

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. **Frontcountry zone.**

The purpose of this zone is to allow for more intense and directed recreation, while ensuring the long-term sustainability of the natural resources. Public use is the dominant management consideration.

- i. **Public Access.** The right to construct trailheads and define access points including restroom facilities, picnic tables, benches, shelters, scenic overlooks,

trash cans and other trailhead related facilities provided that these trailheads and access points comply with the Draper Open Space Master Plan or any subsequent plans as adopted by the City considered to update the Draper Open Space Master Plan and that all trailheads are subject to the prior approval provisions in this document under Section IV requiring Grantee approval.

- ii. Recreation. The right to engage in non-motorized recreational activities including but not limited to hiking, mountain biking, equestrian use and other recreational uses in compliance with Draper City Municipal Code.
- iii. Trails. The right to construct new trails and maintain developed trails as identified in the Draper Open Space Master Plan, provided that:
 - a. All new trail construction is in accordance with an approved Draper City public process;
 - b. All new trails are constructed in accordance with Draper City best trail construction practices for Frontcountry intended type and use of trails;
 - c. All trails remain pervious to the soil in the material used;
 - d. New developed trails shall be incorporated periodically into baseline documentation updates; and
 - e. The Grantor retains the right to close, reroute, restore and relocate existing trails as may be necessary to ensure safe recreational use, avoid or eliminate erosion, or for any other reason deemed appropriate by Grantor.
- iv. Trail-related structures. The right to construct bridging, boardwalks, culverts, separated street crossings, gates, or other trail related improvements similar to those identified in the Draper Open Space Master Plan or structures deemed necessary to support the overall trail system or as may be identified in periodic updates to the Draper Open Space Plan.
- v. Active Recreation with Associated Structures. The right to develop limited structures to facilitate recreational uses identified in the Draper Open Space Plan. These structures include but are not limited to: playgrounds, disc golf, group pavilions, off-leash dog areas, orienteering courses, picnic shelters, rock climbing or constructed playgrounds, sledding hill, and paved trails. Uses such as a visitor center, campground, zip line, ropes course, alpine slide, or chair lift will not be approved without economic and environmental feasibility studies and require prior approval by Grantee as provided under Section IV of this easement.
- vi. Maintenance and Restoration of the Native Ecosystem. Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to: invasive weed suppression, restoring existing geo-cuts, erosion, and successional forest, oak brush foothill and savannah complex restoration and passive restoration.
- vii. Chemicals and Biological Controls. Grantor may use agrichemicals and

biological controls on the Property as necessary to control noxious weeds, invasive insects or mosquitoes. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.

- viii. Problem or Diseased Animals. Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.
- ix. Fire Suppression. Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property while maintaining to the extent possible deadfall and brush considered valuable for wildlife. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: biological controls, including short-duration grazing; and non-mechanized methods of removal of deadfall and slash and limited mechanized methods.
- x. Signs. The right to place signs for regulatory purposes stating the rules and regulations, safety or hazardous conditions or to identify trails or interpretive sites on the Property.
- xi. Event Related Temporary Structures. Temporary structures associated with an event approved by Grantor and compliant with all applicable local and State laws are permitted provided that their location minimizes impacts to the natural environment and are located to the extent possible in areas where adequate infrastructure already exists such as at trail head or public pavilions.
- xii. Utilities. Existing utilities may be maintained or relocated provided any utility relocation is first approved by Grantee and any disturbance to the property is restored, as much as is practical to the original undisturbed nature of the Property. Included in this subsection xii. of paragraph A. of Section III. is the right to provide utility connections deemed necessary and appropriate by Grantor provided all City protocols and approvals are granted and provided that the minimum disturbance is achieved even if in achieving that minimum disturbance requires additional cost to a third party, private applicant.
- xiii. Settlement Agreements. Grantor is permitted to meet its legal obligations under a settlement agreement "MASTER DEVELOPMENT AGREEMENT FOR HIDDEN CANYON ESTATES, MERCER MOUNTAIN ESTATES, AND LAKEVIEW HEIGHTS PROPERTIES", Draper contract number 15-85, to provide easements necessary to construct underground utility lines and to make minor property boundary adjustments.

B. Backcountry Zone

The purpose of this zone is to allow for a connection with nature with minimal facilities or services, allowing for ecological processes to dominate and uses that encourage a sense of remoteness. This zone includes unpaved multiple use and user specific trails for equestrian, mountain biking, hiking, trail running, and limited events.

- i. Public Access and Education. The right to engage in passive wildlife viewing and educational activities on the Property including the right to develop interpretive trails provided these trails comply with the adopted Draper City trail plan or any subsequent plans as adopted by the City.
- ii. Recreation. The right to engage in non-motorized recreational activities including but not limited to hiking, mountain biking, equestrian use and passive recreational uses in compliance with Draper City Municipal Code 15-1-060.
- iii. Trails. The right to construct new trails and maintain developed trails as identified in the Draper Open Space Plan, provided that:
 - a. All new trail construction is in accordance with an approved Draper City public process;
 - b. All new trails are constructed in accordance with Draper City best trail construction practices for Backcountry intended type and use of trails;
 - c. All trails remain pervious to the soil in the material used;
 - d. New developed trails shall be incorporated periodically into baseline documentation updates; and
 - e. The Grantor retains the right to close, reroute, restore and relocate existing trails as may be necessary to ensure safe recreational use, avoid or eliminate erosion, or for any other reason deemed appropriate by Grantor.
- iv. Trail-related Structures. The right to construct trail improvements including, but not limited to: bridging, boardwalks, culverts, separated street crossings, gates, or other trail related improvements similar to those identified in the Draper Open Space Plan.
- v. Ridge Road on Steep Mountain. Due to the international significance and history of paragliding and hang gliding recreational pursuits at the Point of the Mountain along the I-15 corridor, the Paragliding Association may, at their sole cost and maintenance, enhance the existing two track road along the ridgeline as identified in the Baseline Documentation dated November 28, 2017 provided that:
 - a. Any necessary rerouting of the road is first approved by Draper City;
 - b. Any portion of the Ridge Road that is rerouted is reclaimed to as natural a state as is practical utilizing native seed mixes approved by Draper City to limit invasive weed establishment
 - c. The Paragliding Association enters into a license agreement with Draper City;
 - d. All construction and maintenance material shall remain pervious to the soil;
 - e. Use of the road is restricted to historic recreational use associated solely

- with man-powered flight; and
- f. Use of the road is further restricted to gear and participant transport only.

- vi. **Signs.** The right to place a limited number of signs for regulatory purposes stating the rules and regulations, safety or hazardous conditions or to identify trails or interpretive sites on the Property.
- vii. **Maintenance and Restoration of the Native Ecosystem.** Grantor may use techniques and methods recognized as effective in restoring and maintaining the native biological diversity of the Property including but not limited to invasive weed suppression, restoring existing geo-cuts, erosion, and successional forest, oak brush foothill and savannah complex restoration and passive restoration.
- viii. **Chemicals and Biological Controls.** Grantor may use agrichemicals and biological controls on the Property as necessary to control noxious weeds, invasive insects, or mosquitoes. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the natural values of the Property and to avoid any impairment of the natural ecosystems and their processes.
- ix. **Problem or Diseased Animals.** Grantor may use legal methods to control diseased and problem animals as permitted by state and federal laws.
- x. **Fire Suppression.** Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property while maintaining to the extent possible deadfall and brush considered valuable for wildlife. Potential means to reduce or remove high risk fuel loads may include, but would not be limited to: biological controls, including short-duration grazing; and non-mechanized methods of removal of deadfall and slash and limited mechanized methods.
- xi. **Utilities.** Existing Utilities may be maintained or relocated provided any Utility relocation is first approved by Grantee and any disturbance to the property is restored, as much as is practical to the original undisturbed nature of the Property. Included in this subsection xi of paragraph B of Section III is the right to provide utility connections deemed necessary and appropriate by Grantor provided all City protocols and approvals are granted and provided that the minimum disturbance is achieved even if in achieving that minimum disturbance requires additional cost to a third party, private applicant.

SECTION IV - PRIOR APPROVAL

If any provision of this Easement requires Grantor to obtain Grantee's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Grantee's ability to obtain writs or injunctive relief relating to any violation of this Easement.

- A. **Grantor's Written Notice.** Prior to the commencement of any activity, use, or enterprise, which requires Grantee's approval, Grantor will first notify Grantee in writing of the proposed activity, use, or enterprise. The notice must fully inform Grantee of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to Grantee by registered or certified mail, return receipt requested, addressed to Salt Lake County 2001 South State Street, Salt Lake City, Utah 84190, Attention: Real Estate Division and also addressed to Salt Lake County 2001 South State Street, Salt Lake City, Utah 84190, Attention Open Space Program, or to such other address as Grantee may designate in writing.
- B. **Grantee's Response.** Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon Grantee's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in the Grantee's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Conservation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section IV, Grantor may commence the proposed activity, use, or enterprise 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 will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address as set forth on page one, or to such other address as Grantor may designate in writing.
- C. **Grantee's Failure to Respond.** If Grantee fails to post its response to a proposal presented by Grantor within forty-five (45) days after it receives the proposal by registered or certified mail, or within forty-five (45) days after Grantee has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and Grantee will have no further right to object to the activity, use or enterprise described in the proposal. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time Grantee has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Grantee requires additional information to evaluate the proposed activity, Grantee shall request the information from Grantor as soon as practicable as and in any case not later than forty-five (45) days after the receipt of the notice of the proposed activity.

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 or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purpose of this Easement and which is likely to cause material damage to the Conservation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement, and shall be prohibited.

A. **Subdivision.** Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action, which creates an actual or *de facto* subdivision of the Property.

B. **Construction.** Grantor will not construct any structures or facilities on the Property for use in human habitation, or industrial activities. Only structures permitted under Section III, which are in accordance with a permitted use, are permitted.

C. **Wildlife Disturbance or Harassment.** Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited. The taking, removal, translocation or captivity of wildlife is prohibited, except as allowed by law. Hunting is prohibited by ordinance in Draper City limits; however, nothing within this provision shall restrict Draper City from working with the Division of Wildlife Resources to determine healthy carrying capacities of big game species on the land and appropriate culling methods deemed appropriate and in consideration of Draper City ordinances.

D. **Alteration of Watercourses and Topography.** Grantor will not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property, except as expressly permitted by Section III of this Easement. Grantor shall conform to all state and federal laws when constructing or altering wetlands, watercourses and habitat.

E. **Non-native Species.** Grantor will not introduce into the Property any non-native plant or animal species.

F. **Roads.** No new roads over, through, or across this property are permitted, except for the express purpose of providing access to land formerly owned by Draper City which is subject to an existing agreement entered into by the City for property near the bottom of Hog Hollow, provided however that all City protocols and approvals are sought and

obtained by the new landowner of that property and further provided that the minimum disturbance is achieved even if in achieving that minimum disturbance it requires additional cost to a third party, private applicant.

G. Motorized Vehicles. Are not permitted to access this property except for the following:

- i. Emergency vehicles;
- ii. Vehicles used in routine maintenance and management of the Property provided these vehicles are in sound working order;
- iii. Vehicles necessary to carry out a permitted use as identified under Section III of this Easement, provided these vehicles are in sound working order; and
- iv. Vehicles associated with a recorded right of access, provided these vehicles are in sound working order.

H. Agricultural Uses. Agricultural uses are prohibited on this property except as it may be consistent with management practices for fire reduction or noxious weed management in conjunction with a permitted use as identified in Section III.

- I. Dumping. Trash, debris, ashes, sawdust, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property.
- J. Utilities. New utilities and new utility corridors are prohibited except as expressly permitted by Section III of this Easement.
- K. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property by Grantor is prohibited. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) are permitted by this document.
- L. Billboards. Grantor will not construct, maintain, lease, or erect any commercial signs, political signs, or billboards on the Property. Not limiting the generality of the foregoing, a limited number of signs for the purpose of protecting the property and identifying ecological and heritage values on the property are allowed.
- M. Hazardous Waste. Grantor will not store, dump, or otherwise dispose of any toxic and/or hazardous material on the Property. 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, 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 - BREACH, RESTORATION, AND REMEDIES

A. **Breach and Restoration.** Where Grantee becomes aware of a violation or potential violation of any restriction contained in 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, Grantee may notify Grantor in writing of such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity, which potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. Grantor shall pay the cost of such corrections, including Grantee's expenses, court costs, and attorney's fees.

B. **Injunctive and Other Relief.** In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires Grantee's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such 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/or taking such other action, as Grantee deems necessary to achieve restoration. In such case, 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. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration, the Grantor is not in violation of this Easement.

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. **Delay in Enforcement.** A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Easement.

SECTION VII – MAINTENANCE COSTS, TAXES & 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 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 the Grantee and its successors and assigns 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 VIII – INDEMNITY AND INSURANCE

Grantor agrees to defend, indemnify and save 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, its agents or employees while on the property.

SECTION IX - ASSIGNMENT OF EASEMENT

Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement. Grantee may not transfer its rights under this Easement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld. For the purpose of this section, Utah Open Lands Conservation Association is considered an acceptable transferee organization by both Grantor and Grantee.

SECTION X - BASELINE DATA

A Baseline Documentation inventory completed prior to the signing of the Easement gathered baseline data and provides an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I) and constitutes the Baseline Documentation and is incorporated herein by reference. The parties agree that subsequent updates to the Baseline Documentation will be signed by both Grantee and Grantor and attached to the Baseline Documentation, of this Easement. The parties acknowledge that an inventory of baseline data relating to the Property has been completed by competent professionals familiar with the Property. Copies of this inventory of baseline data and subsequent updates to the Baseline inventory are on file in Grantees' and Grantor's offices.

Notwithstanding the foregoing, should a future controversy arise over the biological and/or physical condition of the Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

SECTION XI
SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION; NOTICES; CO
ENFORCEMENT

Grantor and Grantee agree that the conveyance of this Easement creates a property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Property at the time the Easement is established, and this condition shall be documented as referred to in Section X, above. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I) or any subsequent revision to that section of the IRS Code, or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Property or a portion of the Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such 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 in proportion to their interest in the Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. The separate parcels described in Exhibit A shall be considered one Property and shall not be divided, subdivided or otherwise separated. Grantor agrees to encumber title to the Property so that ownership of the Property never vests in more than one entity at any single point in time, this restriction to run with the Property in perpetuity. Grantee's acceptance of this Easement is contingent upon Grantor's placement of such encumbrance on title of the Property. Grantor will notify Grantee in writing of any conveyance of interest by sending written notice to Grantee as provided in Section IV, Subsection A. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

Notices

Any notice demand request consent, approval or communication shall be in writing and served personally or sent by first class mail addressed as follows:

Grantor: Draper City
Parks and Recreation Department
1020 East Pioneer Road
Draper, UT 84020

Grantee: Salt Lake County
Real Estate
2001 South State Street, S3-110
Salt Lake City, UT. 84190

Salt Lake County
Open Space Manager
2001 South State Street, S4-700
Salt Lake City, UT. 84190

SECTION XII – AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement under Sections 170(h) of the Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development of the Property and shall not permit any impairment of the significant Conservation Values of the Property. Any such amendment shall be filed in the County Recorder's office of Utah County, Utah. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XIV - MISCELLANEOUS PROVISIONS

- A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application 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 such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- B. Enforcement. Grantor intends that enforcement of the terms and provisions of this

Easement shall be at the discretion of Grantee, and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

- C. **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 and include the above-named Grantee) and its successors and assigns.
- D. **Titles.** Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- E. **Liberal Construction.** This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Ann. §§ 57-18-1 to 57-18-7. 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.
- F. **Successors.** This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.
- G. **Governing Law.** This Easement will be interpreted and construed in accordance with applicable Utah laws.
- H. **Entire Agreement.** This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
- I. **Compliance With Law.** All uses and practices permitted by this Easement, shall comply with all applicable state and federal laws.
- J. **Effective Date.** The effective date of this Easement will be the date signed by all parties.
- K. **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 the possible legal and tax implications associated with granting this Easement.
- L. **Merger.** The Parties intend that this Easement will not merge. It being the intent of the Parties that the Easement never be extinguished but remains in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions regardless who holds title to the underlying fee interest.
- M. **Change of Conditions.** The fact that any use of the Property expressly prohibited by this

Easement or otherwise determined inconsistent with the 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 this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Property hereafter 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 compromise the Conservation Values protected thereby.

EXHIBIT "A"

PROPERTY DESCRIPTION

AREA 1

A conservation easement being a part of that entire tract of land in UTAH COUNTY known as Parcel 1, conveyed to Draper City per that Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of the Utah County Recorder and located in portions of Sections 11, 14, 15, & 22, Township 4 South, Range 1 East Salt Lake Meridian. The boundary of said conservation easement is described as follows:

Beginning at the Southwest corner of said Section 11; thence North 00°06'32" East 2607.53 feet along section line to the West quarter corner of said Section 11;

thence continuing North 00°06'32" East 760.09 feet along said section line to a point on the surveyed County boundary line as established jointly by the County Surveyors of both Salt Lake and Utah Counties and depicted on that plat recorded December 22, 2005 in Book 2005 of Plats, at Page 400 in the Office of the Salt Lake County Recorder;

thence South 77°05'09" East 186.62 feet along said County boundary line to the easterly end of said surveyed County boundary line;

thence continuing along the County boundary line as it follows the "Cross Range Summit" to a point on the northerly line of said Section 11, T4S, 1E, SLM being North 50°31'07" East 3032.43 feet from said easterly end of said surveyed County boundary line;

thence North 89°03'06" East 161.15 feet, more or less, along section line to the North quarter corner of said Section 11;

thence North 89°05'23" East 2679.53 feet along section line to the Northeast corner of said Section 11;

thence South 00°07'59" East 1330.42 feet along section line to the Southeast corner of the NE1/4 of the NE1/4 of said Section 11;

thence South 89°22'40" West 2685.22 feet along sixteenth line to the Southwest corner of the NW1/4 of the NE1/4 of said Section 11;

thence South 00°07'15" West 2624.64 feet along quarter section line to the Northwest corner of the SW1/4 of the SE1/4 of said Section 11;

thence North 89°45'35" East 1342.48 feet along sixteenth line to the Northeast corner of the SW1/4 of the SE1/4 of said Section 11;

thence South 00°15'27" West 1309.74 feet along sixteenth line to the Southeast corner of the SW1/4 of the SE1/4 of said Section 11;

thence South 00°23'29" East 2647.89 feet along sixteenth line to the Northwest corner of the NE1/4 of the SE1/4 of said Section 14;

thence South 89°33'29" East 1346.38 feet along quarter section line to the East quarter corner of said Section 14;

thence South 00°32'38" West 1361.72 feet along section line to the Southeast corner of the NE1/4 of the SE1/4

of said Section 14;

thence South 89°41'59" West 1076.25 feet to the Northeast corner of parcel owned by Six Blue Bison LLC per that Warranty Deed recorded June 26, 2017 as Entry No. 61464:2017 in the Office of said Utah County Recorder;

thence along the northerly boundary of said parcel through the following four (4) calls, to-wit:

- 1- Continuing South 89°41'59" West 1076.25 feet (S 89°43'24" 1076.44 feet by record);
- 2- thence South 51°48'33" West 1188.79 feet;
- 3- thence North 89°48'21" West 981.91 feet;
- 4- thence South 00°00'00" West 523.00 feet to a point on the southerly line of said Section 14;

thence North 89°48'21" West 1252.11 feet along section line to the Southwest corner of said Section 14;

thence North 89°48'11" West 134.65 feet (N 89°45'27" W 134.49 feet to a found rebar by record Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of said Utah County Recorder);

thence South 62°40'48" West 589.15 feet (S 62°44'11" W 590.23 feet to a found rebar by record Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of said Utah County Recorder);

thence South 54°43'11" West 1395.86 feet to a point on the Northerly right of way line of Suncrest Drive Extension Phase 2, as shown on the Right-of -Way Dedication plat recorded February 7th, 2003 as Entry No. 19496:2003, Map File #9888 in the office of said Utah County Recorder;

thence along said Northerly right of way line through the following three (3) calls, to-wit:

- 1- North 05°00'24" West 13.80 feet along said right of way;
- 2- thence South 84°59'42" West 44.00 feet along said right of way;
- 3- thence South 05°00'20" East 39.49 feet along said right of way;

thence leaving said right of way line South 54°43'11" West 84.21 feet returning to a point on said Northerly right of way line;

thence South 81°46'30" West 205.17 feet along said right of way line to the Southeast corner of Mercer Hollow No. 15 at SunCrest subdivision recorded October 11th, 2006 as Entry No. 134950:2006, Map File #11916 in the office of said Utah County Recorder;

thence along the Easterly line of said Mercer Hollow No. 15 subdivision through the following three (3) calls, to-wit:

- 1- North 01°51'56" East 559.65 feet;
- 2- thence North 07°32'13" West 94.19 feet;
- 3- thence North 24°41'55" West 384.35 feet to the corner common to Lot 12 and Lot A, said Mercer Hollow No. 15 at SunCrest subdivision;

thence along the line of said Lot A the following nine (9) calls to-wit:

- 1- South 81°49'45" West 158.06 feet to the Northwesterly corner of said Lot 12;

- 2- thence South $48^{\circ}10'19''$ West 187.03 feet to the Westerly corner of Lot 13, said Mercer Hollow No. 15 at SunCrest subdivision;
- 3- thence South $02^{\circ}29'49''$ East 146.94 feet to the Southwesterly corner of said Lot 13;
- 4- thence South $17^{\circ}49'55''$ East 153.79 feet to the Southwesterly corner of Lot 14, said Mercer Hollow No. 15 at SunCrest subdivision;
- 5- thence South $11^{\circ}18'29''$ East 102.79 feet to the Southerly corner of Lot 15, said Mercer Hollow No. 15 at SunCrest subdivision;
- 6- thence South $74^{\circ}13'24''$ West 183.31 feet to the Northwesterly corner of Lot 19, said Mercer Hollow No. 15 at SunCrest subdivision;
- 7- thence North $78^{\circ}27'06''$ West 214.88 feet to the Northerly corner of Lot 21, said Mercer Hollow No. 15 at SunCrest subdivision;
- 8- thence South $36^{\circ}30'49''$ West 248.17 feet to the Westerly corner of said Lot 21;
- 9- thence South $54^{\circ}27'12''$ East 107.18 feet to the Northwesterly corner of Lot C, said Mercer Hollow No. 15 as SunCrest subdivision and a point on a non-tangent curve to the left having a radius of 180.48 feet, a central angle of $05^{\circ}26'08''$ and a chord that bears South $38^{\circ}42'31''$ West 17.12 feet;

thence along the Northwesterly boundary line of said Lot C through the following five (5) calls, to-wit:

- 1- along said curve southwesterly an arc distance of 17.12 feet to a point on a non-tangent curve to the left having a radius of 184.00 feet, a central angle of $09^{\circ}23'06''$ and a chord that bears South $25^{\circ}31'30''$ West 30.11 feet;
- 2- thence along said curve southwesterly an arc distance of 30.14 feet;
- 3- thence South $20^{\circ}49'57''$ West 23.55 feet to a curve to the right having a radius of 14.00 feet, a central angle of $89^{\circ}46'41''$ and a chord that bears South $65^{\circ}43'17''$ West 19.76 feet;
- 4- thence along said curve southwesterly an arc distance of 21.94 feet;
- 5- thence South $20^{\circ}36'38''$ West 15.00 feet to a point on the Northerly right of way line of said SunCrest Drive Extension Phase 2 and on a non-tangent curve to the left having a radius of 691.50 feet, a central angle of $51^{\circ}40'14''$ ($51^{\circ}53'39''$ by record) and a chord that bears South $84^{\circ}46'28''$ West 602.72 feet (S $84^{\circ}53'07''$ E 605.120 feet by record);

thence along the Northerly right of way line of said SunCrest Drive Extension Phase 2 through the following three (3) calls, to-wit:

- 1- along said curve westerly an arc distance of 623.64 feet (626.310 by record);
- 2- thence South $58^{\circ}59'06''$ West 440.52 feet (S $58^{\circ}56'18''$ W 439.590 by record) to a curve to the right having a radius of 678.86 feet 678.50 by record), a central angle of $117^{\circ}17'04''$ and a chord that bears North $62^{\circ}22'22''$ West 1159.40 feet;
- 3- thence along said curve northwesterly an arc distance of 1389.63 feet to the westerly corner of Maple Hollow No. 7 at SunCrest subdivision recorded December 5th, 2005 as Entry No. 150898:2005, map filling #11428 in the office of said Utah County Recorder;

thence along the Southerly, Easterly, and Northerly boundary lines of said Maple Hollow No. 7 at SunCrest subdivision through the following nineteen (19) calls: to-wit:

- 1- South $44^{\circ}11'24''$ East (S $44^{\circ}11'07''$ E by record) 194.13 feet;

- 2- thence South 56°00'13" East (S 55°59'56" E by record) 104.24 feet;
- 3- thence South 62°08'54" East (S 62°08'37" E by record) 105.37 feet;
- 4- thence South 79°29'34" East (S 79°29'17" E by record) 108.18 feet;
- 5- thence North 85°40'25" East (N 85°40'42" E by record) 108.18 feet;
- 6- thence North 70°50'23" East (N 70°50'40" E by record) 108.18 feet;
- 7- thence North 70°52'29" East (N 70°52'46" E by record) 115.93 feet;
- 8- thence North 55°52'53" East (N 55°53'10" E by record) 92.77 feet;
- 9- thence North 21°45'41" East (N 21°45'58" E by record) 42.50 feet;
- 10- thence North 14°34'29" West (N 14°34'12" W by record) 117.90 feet;
- 11- thence North 47°07'15" West (N 47°06'58" W by record) 109.66 feet;
- 12- thence North 58°23'56" West (N 58°23'39" W by record) 100.04 feet;
- 13- thence North 54°11'56" West (N 54°11'39" W by record) 71.39 feet;
- 14- thence North 51°21'29" West (N 51°21'12" W by record) 75.41 feet;
- 15- thence North 50°53'26" West (N 50°53'09" W by record) 88.51 feet;
- 16- thence North 46°17'06" West (N 46°16'49" W by record) 80.48 feet;
- 17- thence North 54°09'46" West (N 54°09'29" W by record) 80.12 feet;
- 18- thence North 54°55'05" West (N 54°54'48" W by record) 79.98 feet;
- 19- thence North 51°12'26" West (N 51°12'09" W by record) 105.58 feet to a point on the Southeasterly right of way line of Suncrest Drive Extension Phase 2 and a non-tangent curve to the right having a radius of 671.49 feet (678.50 by record), a central angle of 12°50'58" and a chord that bears North 49°26'10" East 150.28 feet;

thence northeasterly along said southeasterly right of way line through the following four (4) calls, to-wit:

- 1- along said curve Northeasterly an arc distance of 150.59 feet;
- 2- thence North 55°49'31" East 405.37 feet;
- 3- thence South 34°10'29" East 4.50 feet;
- 4- thence North 55°49'31" East 217.73 feet to the Southwest corner of Eagle Crest No. 4 at SunCrest subdivision recorded October 4th, 2004, as Entry No. 112994:2004, map filing #10716 in the office of said Utah County Recorder;

thence along the Southerly and Easterly boundary lines of said Eagle Crest No. 4 at SunCrest subdivision through the following twenty-five (25) calls: to-wit:

- 1- North 66°21'32" East 60.17 feet;

- 2- thence North 55°49'31" East 1.44 feet;
- 3- thence South 34°10'29" East 260.54 feet;
- 4- thence South 46°51'15" East 101.98 feet;
- 5- thence South 69°48'55" East 102.16 feet;
- 6- thence South 81°24'23" East 107.37 feet;
- 7- thence North 65°34'23" East 159.26 feet;
- 8- thence South 67°03'38" East 142.51 feet;
- 9- thence South 48°17'41" East 203.62 feet;
- 10- thence South 76°16'17" East 64.08 feet;
- 11- thence North 62°09'20" East 135.54 feet;
- 12- thence North 41°54'16" East 139.06 feet;
- 13- thence North 08°50'59" East 67.66 feet;
- 14- thence North 08°06'44" East 67.92 feet;
- 15- thence North 24°15'04" East 70.82 feet;
- 16- thence North 16°37'15" East 80.95 feet;
- 17- thence North 06°55'07" East 81.08 feet;
- 18- thence North 02°47'30" West 81.08 feet;
- 19- thence North 12°30'06" West 81.08 feet;
- 20- thence North 19°22'04" West 68.87 feet;
- 21- thence North 19°42'04" West 260.00 feet;
- 22- thence North 11°22'11" West 65.69 feet;
- 23- thence North 13°27'36" West 65.37 feet;
- 24- thence North 28°34'32" West 91.87 feet;
- 25- thence North 48°41'57" West 151.41 feet to a point on the Southeasterly right of way line of said Suncrest Drive Extension Phase 1, as shown on the Right-of -Way & Open Space Dedication plat recorded February 7th, 2003 as Entry No. 19497:2003, map file #9889 and the Southwest corner of Eagle Crest No. 3 at SunCrest subdivision recorded December 2nd, 2004, as Entry No. 135424:2004, map filing #10827 in the office of said Utah County Recorder;

thence along the boundary of said Eagle Crest No. 3 at SunCrest subdivision through the following eleven (11) calls, to-wit:

- 1- North 44°16'23" East (N 44°18'14" E by record) 60.90 feet;

- 2- thence North 32°53'21" East (N 32°56'21" E by record) 61.35 feet to a curve to the right having a radius of 27.00 feet, a central angle of 77°21'52" and a chord that bears North 71°37'17" East 33.75 feet;
- 3- thence along said curve easterly an arc distance of 36.46 feet to a reverse curve to the left having a radius of 121.00 feet, a central angle of 57°17'48" and a chord that bears North 81°39'19" East 116.02 feet;
- 4- thence along said curve easterly an arc distance of 121.00 feet to a point on a non-tangent curve to the left having a radius of 228.23 feet, a central angle of 02°14'23" and a chord that bears North 42°41'49" East 8.92 feet;
- 5- thence along said curve northeasterly an arc distance of 8.92 feet to the westerly corner of Lot M, Eagle Crest No. 3 at SunCrest subdivision;
- 6- the South 78°41'09" East 451.56 feet;
- 7- thence North 58°21'12" East 171.97 feet to the easterly corner of Lot 539, said Eagle Crest No. 3 at SunCrest subdivision;
- 8- thence North 13°33'05" East 507.16 feet;
- 9- thence North 04°29'51" East 165.73 feet;
- 10- thence North 33°14'54" West 378.99 feet;
- 11- thence North 61°51'44" East 405.28 feet to the easterly corner common to Lot 526 and Lot L, said Eagle Crest No. 3 at SunCrest subdivision;

thence along the boundary of said Lot L of Eagle Crest No. 3 at SunCrest subdivision the following sixteen (16) calls to-wit

- 1- North 26°21'20" West 162.69 feet to the Northerly corner of said Lot 526;
- 2- thence North 31°52'56" West 208.12 feet to the Northeasterly corner of Lot 525,
- 3- thence North 81°01'40" West 145.67 feet to the Northwesterly corner of said Lot 525;
- 4- thence South 79°40'25" West 38.51 feet to the easterly corner of Lot 519, ;
- 5- thence North 59°34'07" West 153.17 feet to the Southeasterly corner of Lot 518, ;
- 6- thence North 18°47'26" West 102.95 feet to the Northeasterly corner of said Lot 518;
- 7- thence South 85°57'19" West 122.26 feet along the northerly line of said Lot 518;
- 8- thence South 57°46'45" West 34.86 feet along the northwesterly line of said Lot 518 to the Northwest corner of said Lot 518 and a point on the easterly right of way of Winged Trace Court and a non-tangent curve to the left having a radius of 41.00 feet, a central angle of 20°39'35" and a chord that bears North 42°33'02" West 14.70 feet;
- 9- thence along said curve northwesterly an arc distance of 14.78 feet to the Southeasterly corner of Lot DD, said Eagle Crest No. 3 at SunCrest subdivision
- 10- thence North 19°22'08" East 39.47 feet to a curve to the right having a radius of 87.49 feet, a central angle of 39°03'16" and a chord that bears North 38°53'46" East 58.49 feet;
- 11- thence along said curve northeasterly an arc distance of 59.64 feet;

- 12- thence North $58^{\circ}25'24''$ East 145.88 feet to a curve to the left having a radius of 162.50 feet, a central angle of $46^{\circ}21'12''$ and a chord that bears North $35^{\circ}14'48''$ East 127.91 feet;
- 13- thence along said curve northeasterly an arc distance of 131.47 feet;
- 14- thence North $12^{\circ}04'13''$ East 78.64 feet to the Northeasterly corner of said Lot DD;
- 15- thence North $01^{\circ}40'05''$ West 105.27 feet to the Northeasterly corner of Lot 517, said Eagle Crest No. 3 at SunCrest subdivision;
- 16- thence North $71^{\circ}36'01''$ West 389.84 feet to the Northerly corner of said Lot 517;

thence South $26^{\circ}47'06''$ West 330.86 feet to the westerly corner of Lot 516, said Eagle Crest No. 3 at SunCrest subdivision;

thence South $62^{\circ}14'50''$ West 343.20 feet along the Northerly line of Lot K, said Eagle Crest No. 3 at SunCrest Subdivision to a point on the Easterly right of way line of said Suncrest Drive Extension Phase 1 and a non-tangent curve to the right having a radius of 790.83 feet (790.00 feet by record), a central angle of $29^{\circ}14'41''$ and a chord that bears North $11^{\circ}43'43''$ East 399.29 feet;

thence along said right of way line the following six (6) calls to wit;

- 1- along said curve northerly an arc distance of 403.65 feet;
- 2- thence North $26^{\circ}21'42''$ East 314.24 feet to a curve to the left having a radius of 819.86 feet (820.00 feet by record), a central angle of $13^{\circ}18'45''$ and a chord that bears North $19^{\circ}42'19''$ East 190.07 feet;
- 3- thence along said curve northerly an arc distance of 190.50 feet;
- 4- thence North $13^{\circ}02'56''$ East 467.74 feet to a curve to the left having a radius of 530.00 feet, a central angle of $36^{\circ}26'35''$ and a chord that bears North $05^{\circ}10'21''$ West 331.45 feet;
- 5- thence along said curve northerly an arc distance of 337.11 feet;
- 6- thence North $23^{\circ}23'39''$ West 195.91 feet;

thence leaving said right of way East 1205.00 feet;

thence South $76^{\circ}53'58''$ East 995.10 feet to a point on the Westerly boundary line of a parcel described in Special Warranty Deed recorded January 2, 2017 as Entry No. 53563:2017;

thence along the Westerly, Southerly, and Easterly boundary lines of said parcel through the following seventeen (17) calls, to-wit:

- 1- South $82^{\circ}50'18''$ East (S $82^{\circ}49'09''$ E by record) 218.44 feet;
- 2- thence North $48^{\circ}12'05''$ East (N $48^{\circ}13'14''$ E by record) 102.04 feet;
- 3- thence South $05^{\circ}07'44''$ West (S $05^{\circ}08'53''$ W by record) 184.67 feet;
- 4- thence South $01^{\circ}36'16''$ West (S $01^{\circ}37'25''$ W by record) 149.78 feet;
- 5- thence South $15^{\circ}39'51''$ East (S $15^{\circ}38'42''$ E by record) 134.74 feet;
- 6- thence South $28^{\circ}32'09''$ East (S $28^{\circ}31'00''$ E by record) 86.42 feet;

- 7- thence South 33°27'58" East (S 33°26'49" E by record) 250.77 feet;
- 8- thence South 51°37'45" East (S 51°36'36" E by record) 145.93 feet;
- 9- thence South 75°01'16" East (S 75°00'07" E by record) 121.72 feet;
- 10- thence North 50°18'12" East (N 50°19'21" E by record) 131.21 feet;
- 11- thence North 17°34'00" East (N 17°35'09" E by record) 136.96 feet;
- 12- thence North 33°42'24" West (N 33°41'15" W by record) 431.48 feet;
- 13- thence North 04°49'56" East (N 04°51'05" E by record) 396.70 feet;
- 14- thence South 84°32'45" East (S 84°31'36" E by record) 40.86 feet;
- 15- thence North 04°49'56" East (N 04°51'05" E by record) 340.10 feet;
- 16- thence North 41°06'46" West (N 41°05'37" W by record) 328.08 feet;
- 17- thence North 68°01'21" West (N 68°00'12" W by record) 185.95 feet to the Northerly line of said Section 15;

thence North 89°59'56" East 544.44 feet along section line to the POINT OF BEGINNING.

Contains 1225.527 acres, more or less.

LESS AND EXCEPTING parcels owned by Metropolitan Water District of Salt Lake & Sandy per that Quit Claim deed recorded October 2, 2006 as Entry No. 130076:2006 in the office of said Utah County Recorder and identified as all of parcel 11:009:0046 and a portion of 11:017:0114. Contains 5.884 acres, more or less.

TOTAL AREA: 1219.643 ACRES

AREA 2

A conservation easement being a part of that entire tract of land in UTAH COUNTY known as Parcel 1 conveyed to Draper City per that Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of the Utah County Recorder and located in portions of Sections 15, 16, 17, 21, & 22, Township 4 South, Range 1 East, Salt Lake Meridian. The boundary of said conservation easement is described as follows:

Beginning at the Southeast corner of said Section 17;

thence North 89°45'59" West 354.46 feet along the southerly line of said Section 17 to the southerly point of that parcel of land described in that Special Warranty Deed recorded September 2, 2004 as Entry No. 101313:2004 in the Office of said Recorder;

thence northeasterly along the Westerly boundary line of said parcel through the following thirteen (13) calls, to-wit:

- 1- North 11°00'37" East 898.25 feet;
- 2- thence North 38°04'09" East 452.66 feet;
- 3- thence North 16°07'55" East 223.98 feet;
- 4- thence North 02°27'54" West 356.31 feet;

- 5- thence North $62^{\circ}18'50''$ East 682.34 feet;
- 6- thence North $19^{\circ}30'42''$ East 208.38 feet;
- 7- thence North $70^{\circ}11'42''$ East 156.60 feet;
- 8- thence South $70^{\circ}35'58''$ East 201.26 feet;
- 9- thence North $55^{\circ}40'20''$ East 133.37 feet;
- 10- thence North $04^{\circ}19'18''$ East 114.90 feet;
- 11- thence North $17^{\circ}42'13''$ West 281.00 feet;
- 12- thence South $71^{\circ}32'27''$ East 69.50 feet to a point on the westerly boundary of parcel 11:010:0049 described in the Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of said Recorder;
- 13- thence North $15^{\circ}17'27''$ East 17.66 feet to a Westerly corner of said parcel;

thence leaving said boundary North $55^{\circ}33'55''$ East 925.65 feet to an easterly corner of said parcel;

thence leaving said boundary North $30^{\circ}11'42''$ West 760.92 feet to a point on the Southerly right of way line of Deer Ridge Drive per that right of way dedication plat recorded March 5, 2001 as Entry No. 20269:2001, map file #8964 in the office of said Recorder;

thence northeasterly along said Southerly right of way line of Deer Ridge Drive through the following nine (9) calls, to-wit:

- 1- North $45^{\circ}52'11''$ East 140.80 feet to a curve to the right having a radius of 18.00 feet, a central angle of $103^{\circ}06'12''$ and a chord that bears South $82^{\circ}34'43''$ East 28.19 feet;
- 2- thence along said curve easterly an arc distance of 32.39 feet to a compound curve to the right having a radius of 129.31 feet (128.00 by record), a central angle of $00^{\circ}10'54''$ and a chord that bears South $30^{\circ}56'10''$ East 0.41 feet;
- 3- thence along said curve southeasterly an arc distance of 0.41 feet;
- 4- thence North $60^{\circ}15'55''$ East 44.01 feet to a point on a non-tangent curve to the left having a radius of 172.00 feet, a central angle of $06^{\circ}01'38''$ and a chord that bears North $33^{\circ}34'29''$ West 18.09 feet;
- 5- thence along said curve northwesterly an arc distance of 18.10 feet to a reverse curve to the right having a radius of 18.00 feet, a central angle of $82^{\circ}27'29''$ and a chord that bears North $04^{\circ}38'27''$ East 23.73 feet;
- 6- thence along said curve northerly an arc distance of 25.91 feet;
- 7- thence North $45^{\circ}52'11''$ East 41.64 feet;
- 8- thence South $44^{\circ}07'49''$ East 2.00 feet;
- 9- thence North $45^{\circ}52'11''$ East 151.05 feet;

thence leaving said right of way line South $78^{\circ}29'11''$ East 122.07 feet along the northerly boundary line of said Parcel 11:010:0049 to the Northerly corner of Lot 277, Oak Vista No. 4 at SunCrest subdivision recorded November 21, 2000 as Entry No. 92120:2000, map file #8835;

thence along the boundary of said Oak Vista No. 4 at SunCrest subdivision through the following forty-four (44) calls, to-wit:

- 1- South 22°48'47" West 136.10 feet to the Southwesterly corner of Lot 277;
- 2- thence South 01°46'06" East 112.99 feet to the Southwesterly corner of Lot 276;
- 3- thence South 23°25'33" East 120.35 feet to the Southerly corner of Lot 275;
- 4- thence South 06°56'26" West 164.05 feet to the Southwesterly corner of Lot 273;
- 5- thence South 24°43'15" East 190.79 feet to the Southerly corner of Lot 272;
- 6- thence North 64°14'25" East 185.49 feet to the Easterly corner of Lot 271;
- 7- thence North 45°03'21" East 118.68 feet;
- 8- thence North 02°22'03" East 48.16 feet to the Northeasterly corner of Lot 270;
- 9- thence South 87°37'57" East 237.49 feet;
- 10- thence South 74°02'19" East 94.61 feet;
- 11- thence South 51°38'29" East 97.69 feet;
- 12- thence South 83°40'19" East 133.14 feet to the Westerly corner of Lot 261;
- 13- thence South 50°38'41" East 86.92 feet to the Southerly corner of said Lot 261;
- 14- thence South 45°30'40" East 79.79 feet;
- 15- thence South 53°59'20" East 79.80 feet;
- 16- thence South 62°01'10" East 75.68 feet;
- 17- thence South 64°21'29" East 130.00 feet;
- 18- thence South 63°05'36" East 55.77 feet;
- 19- thence South 54°16'54" East 39.59 feet;
- 20- thence South 49°34'30" East 63.75 feet to the Southerly corner of Lot 254;
- 21- thence South 58°36'10" West 48.82 feet;
- 22- thence South 36°27'12" West 49.94 feet to the Westerly corner of Lot 250;
- 23- thence South 42°18'06" East 101.96 feet to the Northerly corner of Lot 248;
- 24- thence South 57°58'04" West 89.71 feet to the Westerly corner of said Lot 248;
- 25- thence South 69°40'12" West 79.78 feet to the Northwesterly corner of Lot 247;
- 26- thence South 50°14'05" West 128.29 feet;
- 27- thence South 04°33'26" West 84.10 feet;

- 28- thence South 24°23'53" East 85.81 feet to the Southerly corner of Lot 245;
- 29- thence South 55°37'15" East 79.09 feet;
- 30- thence South 81°45'07" East 58.13 feet to the Easterly corner of Lot 244;
- 31- thence North 70°03'17" East 112.57 feet to the Easterly corner of Lot 243;
- 32- thence North 49°07'16" East 83.51 feet to the Easterly corner of Lot 242;
- 33- thence North 63°22'37" East 80.59 feet to the Easterly corner of Lot 241;
- 34- thence North 56°21'15" East 103.58 feet to the Easterly corner of Lot 240;
- 35- thence North 68°40'20" East 66.87 feet to the Southwesterly corner of Lot 234;
- 36- thence South 46°53'13" East 76.96 feet;
- 37- thence North 85°34'12" East 122.52 feet;
- 38- thence North 50°24'04" East 67.25 feet;
- 39- thence North 38°40'34" East 81.47 feet to the Easterly corner of Lot 232;
- 40- thence South 84°30'34" East 31.79 feet to the Southeasterly corner of Lot 230;
- 41- thence North 89°09'59" East 77.72 feet to the Southeasterly corner of Lot 229;
- 42- thence North 82°33'17" East 77.71 feet to the Southeasterly corner of Lot 228;
- 43- thence North 75°56'35" East 77.71 feet to the Southeasterly corner of Lot 227;
- 44- thence North 69°19'53" East 77.71 feet to the Easterly corner of Lot 226 and a point on a non-tangent curve to the left having a radius of 1014.06 feet, a central angle of 40°26'28" and a chord that bears South 55°16'57" East 700.99 feet;

thence along said curve southeasterly an arc distance of 715.75 feet to the Southwesterly corner of Lot L, Eagle Crest No. 1 at SunCrest subdivision recorded February 7th, 2003 as Entry No. 19498:2003, map file #9890 in the office of said Recorder;

thence along the boundary of said Eagle Crest No. 1 at SunCrest subdivision through the following twenty-one (21) calls, to-wit:

- 1- South 74°45'44" East 217.79 feet to the Southeast corner of Lot 24;
- 2- thence South 55°13'34" East 79.43 feet to the Southerly corner of Lot 25;
- 3- thence South 54°34'47" East 80.00 feet to the Southerly corner of Lot 26;
- 4- thence South 56°42'28" East 88.87 feet to the Southerly corner of Lot 27;
- 5- thence South 62°06'49" East 90.13 feet to the Southerly corner of Lot 28;
- 6- thence South 67°35'30" East 90.13 feet to the Southerly corner of Lot 29;

- 7- thence South $73^{\circ}15'20''$ East 96.24 feet to the Southerly corner of Lot 30;
- 8- thence South $79^{\circ}14'13''$ East 100.57 feet to the Southeasterly corner of Lot 31;
- 9- thence South $85^{\circ}31'39''$ East 106.39 feet to the Southeasterly corner of Lot 32;
- 10- thence South $89^{\circ}38'43''$ East 304.95 feet;
- 11- thence South $88^{\circ}54'46''$ East 76.04 feet to the Southeasterly corner of Lot 36;
- 12- thence South $51^{\circ}54'43''$ East 76.25 feet to the Southerly corner of Lot 37;
- 13- thence South $45^{\circ}41'23''$ East 95.62 feet to the Southerly corner of Lot 38;
- 14- thence South $54^{\circ}39'14''$ East 125.24 feet to the Southerly corner of Lot 39;
- 15- thence South $75^{\circ}52'51''$ East 128.20 feet to the Southeasterly corner of Lot 40;
- 16- thence North $82^{\circ}33'14''$ East 128.48 feet to the Southeasterly corner of Lot 41;
- 17- thence North $70^{\circ}11'27''$ East 90.60 feet to the Southeasterly corner of Lot 42;
- 18- thence North $75^{\circ}26'59''$ East 109.10 feet to the Westerly corner of Lot 45;
- 19- thence South $38^{\circ}18'48''$ East 103.82 feet to the Southerly corner of said Lot 45;
- 20- thence South $54^{\circ}33'02''$ East 115.77 feet to the Southerly corner of Lot 46;
- 21- thence South $77^{\circ}47'51''$ East 139.22 feet to the Southeasterly corner of Lot 47 and the Westerly corner of that parcel of land conveyed to Cossette M. and Ted W. Morton per that Quit Claim Deed recorded April 1, 2016 as Entry No. 28057:2016 of official records in the office of said Recorder;

thence along said parcel through the following six (6) calls, to-wit:

- 1- South $45^{\circ}11'18''$ East 12.69 feet;
- 2- thence South $85^{\circ}49'56''$ East 11.97 feet;
- 3- thence North $75^{\circ}45'30''$ East 19.70 feet;
- 4- thence North $70^{\circ}47'47''$ East 19.31 feet;
- 5- thence North $64^{\circ}20'14''$ East 41.00 feet;
- 6- thence North $63^{\circ}15'11''$ East 33.70 feet to the Southeasterly corner of Lot 48 of said Eagle Crest No. 1 at SunCrest subdivision;

thence along the boundary of said Eagle Crest No. 1 at SunCrest subdivision through the following seven (7) calls, to-wit:

- 1- North $61^{\circ}02'23''$ East 358.56 feet;
- 2- thence North $33^{\circ}44'22''$ East 177.05 feet to the Northeasterly corner of Lot 53;
- 3- thence North $10^{\circ}59'46''$ East 45.04 feet to the Southerly corner of Lot 54;
- 4- thence North $03^{\circ}47'24''$ West 151.61 feet;

- 5- thence North 23°04'17" West 102.32 feet to the Southeasterly corner of Lot 56;
- 6- thence North 11°30'54" West 163.31 feet to the Easterly corner of Lot 58;
- 7- thence North 43°02'55" West 15.15 feet to the southerly corner of a parcel of land conveyed to David and Jennifer DiMarzio per that Quit Claim Deed recorded September 26, 2017, as Entry No. 94248:2017 in the office of said Recorder;

thence North 12°30'00" West 77.07 feet along the easterly boundary line of said parcel;

thence South 66°55'43" West 41.68 feet along the northwesterly boundary line of said parcel to the Northerly corner of said Lot 58 and a Southeasterly corner of Lot F of said Eagle Crest No. 1 at SunCrest subdivision;

thence along the boundary of said Eagle Crest No. 1 at SunCrest subdivision through the following twenty-three (23) calls, to-wit:

- 1- North 15°40'04" East 259.52 feet to a point on the southeasterly right of way line of Falcon Crest Court and a non-tangent curve to the left having a radius of 50.00 feet, a central angle of 57°49'32" and a chord that bears North 33°26'39" East 48.35 feet;
- 2- thence along said right of way and curve northeasterly an arc distance of 50.46 feet to the Southwesterly corner of Lot 97;
- 3- thence South 62°38'07" East 97.20 feet to the Southerly corner of Lot 97;
- 4- thence North 34°34'29" East 65.52 feet to the Southerly corner of Lot 98;
- 5- thence North 19°17'13" East 111.55 feet;
- 6- thence North 03°09'54" East 75.16 feet to the Southeasterly corner of Lot 100;
- 7- thence North 13°09'57" West 76.86 feet to the Southeasterly corner of Lot 101;
- 8- thence North 17°05'16" West 56.05 feet;
- 9- thence North 13°02'03" West 21.79 feet to the Easterly corner common to Lot E and Lot 101;
- 10- thence North 26°13'25" East 44.98 feet to the Southerly corner of Lot 102;
- 11- thence North 74°15'16" East 67.56 feet to the Southeasterly corner of Lot 102;
- 12- thence North 66°23'12" East 65.63 feet to the Easterly corner of Lot 103;
- 13- thence North 56°11'36" East 81.12 feet to the Easterly corner of Lot 104;
- 14- thence North 44°39'36" East 84.87 feet to the Easterly corner of Lot 105;
- 15- thence North 34°30'22" East 77.79 feet to the Easterly corner of Lot 106;
- 16- thence North 32°55'57" East 275.79 feet to the Easterly corner of Lot 110;
- 17- thence North 57°04'03" West 110.00 feet to the Northerly corner of said Lot 110 and a point on the southeasterly right of way line of Eagle Crest Drive;
- 18- thence North 32°55'57" East 103.76 feet along said right of way line to a curve to the left having a radius of 303.00 feet, a central angle of 45°15'38" and a chord that bears North 10°18'08" East 233.18 feet;

- 19- thence along said right of way line and along said curve northerly an arc distance of 239.35 feet to the Southwesterly corner of Lot 111;
- 20- thence North 77°40'19" East 110.00 feet to the Southeasterly corner of said Lot 111;
- 21- thence North 18°13'33" West 84.87 feet to the Southeasterly corner of Lot 112;
- 22- thence North 24°07'34" West 67.67 feet to the Southeasterly corner of Lot 113;
- 23- thence North 66°08'20" East 142.07 feet (141.91 feet by record) to the westerly line of a 50-foot strip of land for the Alpine Draper Tunnel recorded in Book 545 Page 131 in the office of said Recorder;

thence South 30°30'00" East 385.41 feet along said westerly line of a 50-foot wide strip of land, to a point on the Westerly right of way line of Suncrest Drive Extension Phase 1, as shown on the Right-of -Way & Open Space Dedication plat recorded February 7th, 2003 as Entry No. 19497:2003 in the office of said Recorder, and a point on a non-tangent curve to the right having a radius of 680.00 feet, a central angle of 21°33'17" and a chord that bears South 16°36'31" West 254.31 feet;

thence along said westerly right of way line through the following twelve (12) calls, to-wit:

- 1- along said curve southerly an arc distance of 255.82 feet;
- 2- thence South 27°23'09" West 391.15 feet to a curve to the left having a radius of 2020.00 feet, a central angle of 11°47'39" and a chord that bears South 21°29'19" West 415.08 feet;
- 3- thence along said curve southerly an arc distance of 415.81 feet;
- 4- thence South 15°35'30" West 255.18 feet to a curve to the left having a radius of 820.00 feet, a central angle of 50°48'13" and a chord that bears South 09°48'37" East 703.50 feet;
- 5- thence along said curve southerly an arc distance of 727.09 feet;
- 6- thence South 35°12'43" East 626.63 feet to a curve to the right having a radius of 487.00 feet, a central angle of 26°11'16" and a chord that bears South 22°07'05" East 220.66 feet;
- 7- thence along said curve southerly an arc distance of 222.59 feet;
- 8- thence South 80°58'33" West 2.00 feet to a point on a non-tangent curve to the right having a radius of 485.00 feet, a central angle of 41°57'47" and a chord that bears South 11°57'27" West 347.32 feet;
- 9- thence along said curve southerly an arc distance of 355.21 feet;
- 10- thence South 32°56'21" West 652.34 feet to a curve to the right having a radius of 564.00 feet, a central angle of 22°53'10" and a chord that bears South 44°22'56" West 223.79 feet;
- 11- thence along said curve southwesterly an arc distance of 225.28 feet;
- 12- thence South 55°49'31" West 718.06 feet;

thence continuing on the Westerly right of way line of Suncrest Drive Extension Phase 2, as shown on the Right-of -Way Dedication plat recorded February 7th, 2003 as Entry No. 19496:2003 in the office of said Recorder, through the following four (4) calls, to-wit:

- 1- South 55°49'31" West 225.00 feet
- 2- thence South 34°10'29" East 4.50 feet;

- 3- thence South 55°49'31" West 405.37 feet to a curve to the left having a radius of 741.50 feet, a central angle of 76°40'26" and a chord that bears South 17°29'18" West 919.88 feet;
- 4- thence along said curve southerly an arc distance of 992.28 feet to a point on a non-tangent curve to the left having a radius of 742.40 feet, a central angle of 07°51'18" and a chord that bears South 17°57'42" East 101.70 feet and a point on the Northerly right of way line of Brookside Drive as shown on Maple Hollow 10, 11, & 13 at SunCrest subdivision recorded January 3rd, 2005 as Entry No. 90:2005, map file #10872 in the office of said Recorder;

thence along said northerly right of way line through the following ten (10) calls, to-wit:

- 1- along said curve southerly an arc distance of 101.78 feet to a point on a non-tangent curve to the left having a radius of 753.50 feet, a central angle of 08°04'12" and a chord that bears South 32°37'51" East 106.04 feet;
- 2- thence along said curve southeasterly an arc distance of 106.13 feet to a reverse curve to the right having a radius of 27.00 feet, a central angle of 86°24'02" and a chord that bears South 06°32'04" West 36.97 feet;
- 3- thence along said curve southerly an arc distance of 40.72 feet;
- 4- thence South 49°44'05" West 162.56 feet to a curve to the right having a radius of 378.00 feet, a central angle of 58°12'03" and a chord that bears South 78°50'07" West 367.67 feet;
- 5- thence along said curve westerly an arc distance of 383.97 feet;
- 6- thence North 72°03'52" West 401.93 feet;
- 7- thence North 73°12'28" West 7.30 feet to a point on a non-tangent curve to the right having a radius of 228.83 feet, a central angle of 21°00'04" and a chord that bears North 62°47'41" West 83.41 feet;
- 8- thence along said curve northwesterly an arc distance of 83.88 feet;
- 9- thence North 52°14'56" West 26.18 feet;
- 10- thence North 51°05'26" West 210.08 feet;

thence leaving said right of way line and continuing North 51°05'26" West 499.62 feet;

thence South 84°30'06" West 567.48 feet to a point on Easterly right of way line of said Brookside Drive at its Northerly terminus;

thence continuing South 84°30'06" West 49.00 feet along said Northerly terminus to the Westerly right of way line of said Brookside Drive;

thence continuing South 84°30'06" West 136.95 feet;

thence South 00°00'32" West 498.84 feet to a point 73.80' North of the Northwesterly corner of Lot G, of said Maple Hollow 10, 11, & 13 at SunCrest subdivision;

thence North 90°00'00" West 3420.79 feet to the westerly line of said Section 21;

thence North 00°13'34" East 1348.38 feet along section line to the Northwest corner of said Section 21;

thence North 89°27'44" West 1098.53 feet along section line to the POINT OF BEGINNING.

Contains 697.909 acres, more or less.

AREA 3

A conservation easement being a part of that entire tract of land known as Parcel 1 conveyed to Draper City per that Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of the Utah County Recorder, Special Warranty Deed recorded May 19, 1998 as Entry No. 50237, in Book 4640 at Page 776 in the office of the Salt Lake County Recorder, & Special Warranty Deed recorded July 20, 2001 as Entry No. 7954429 in Book 8481 at Page 2244 in the office of said Salt Lake County Recorder, located in both Salt Lake & Utah Counties being portions of Sections 7, 8, 9, 16, 17, & 18, Township 4 South, Range 1 East, Salt Lake Meridian. The boundary of said easement is described as follows:

Beginning at the Southwest corner of said Section 17; thence North 00°28'27" East 2632.19 feet along section line to the East quarter corner of said Section 18;

thence South 89°36'50" West (S 89°35'44" W by record) 5223.95 feet along quarter section line to the West quarter corner of said Section 18;

thence North 00°21'47" East 442.35 feet (N 00°21'24" E 442.161 feet by record) along section line to the Southwesterly corner of Centennial Heights Plat "C" subdivision recorded November 22nd, 1995 as Entry No. 6219300 in Book 95-11P Page 325 in the office of said Salt Lake County Recorder;

thence along the boundary line of said Centennial Heights Plat "C" subdivision through the following six (6) calls, to-wit:

- 1- North 54°19'06" East 1131.71 feet (N 54°18'43" E 1131.216 feet by record);
- 2- thence North 52°48'48" East 717.41 feet (N 52°48'25" E 717.096 feet by record);
- 3- thence North 48°28'55" East 329.66 feet (S 48°28'32" E 329.517 feet by record);
- 4- thence North 71°03'39" East 332.85 feet (N 71°03'16" E 322.701 feet by record);
- 5- thence North 63°59'08" East 411.24 feet (N 63°58'45" E 411.058 feet by record);
- 6- thence North 58°02'10" East 589.87 feet (N 58°01'47" E 589.613 feet by record) to the southwesterly corner of Centennial Heights Plat "B" subdivision recorded October 19th, 1995 as Entry No. 6193243 in Book 95-10P Page 277 in the office of said Salt Lake County Recorder;

thence along the boundary line of said Centennial Heights Plat "B" subdivision through the following four (4) calls, to-wit:

- 1- North 58°49'11" East 1141.96 feet (N 58°48'48" E 1141.463 feet by record);
- 2- thence North 64°20'36" East 196.68 feet (N 64°20'13" E 196.596 feet by record)
- 3- thence North 52°38'09" East 292.65 feet (N 52°37'46" E 292.521 feet by record);
- 4- thence North 34°26'12" East 291.38 feet (N 34°25'49" E 291.255 feet by record) to a point on the Southwesterly boundary of Draper Heights subdivision recorded July 3rd, 1996 as Entry No. 6398860 in Book 96-7P Page 237 in the office of said Salt Lake County Recorder;

thence South 47°45'42" East 221.62 feet (S 47°46'05" E 221.52 feet by record) along the Southwesterly boundary of said Draper Heights subdivision;

thence North 68°26'56" East 728.76 feet (N 68°26'33" E 728.44 feet by record) along the Southeasterly boundary of said Draper Heights subdivision;

thence South 68°37'23" East 996.73 feet;

thence South 89°46'09" East 300.00 feet;

thence South 75°32'22" East 293.21 feet to a point on the Westerly boundary line of Oak Hollow Estates, Amending Davis Estates at South Mountain subdivision recorded September 13th, 2004 as Entry No. 9171088 in Book 2004P Page 260 in the office of said Salt Lake County Recorder;

thence along the Westerly, Southerly, and Easterly boundary of said Oak Hollow Estates through the following twenty-three (23) calls, to-wit:

- 1- South 26°51'22" East (S 27°06'05" E by record) 149.18 feet;
- 2- thence South 02°08'41" East 348.99 feet (S 02°23'34" E 349.05 feet by record);
- 3- thence North 89°53'22" East (N 89°38'39" E by record) 215.55 feet;
- 4- thence North 00°47'32" West (N 01°02'15" W by record) 128.13 feet;
- 5- thence North 32°05'29" West (N 32°20'12" W by record) 94.62 feet;
- 6- thence North 07°45'43" East (N 07°31'00" E by record) 41.87 feet;
- 7- thence North 09°19'16" West (N 09°33'59" E by record) 48.43 feet;
- 8- thence North 20°29'35" West (N 20°44'18" W by record) 58.28 feet;
- 9- thence North 48°00'04" East (N 47°45'21" E by record) 77.27 feet;
- 10- thence North 08°59'35" East (N 08°44'52" E by record) 122.01 feet;
- 11- thence North 21°27'34" West (N 21°42'17" W by record) 229.01 feet;
- 12- thence North 29°25'18" East (N 29°01'35" E by record) 90.94 feet;
- 13- thence North 21°50'50" East (N 21°36'07" E by record) 145.97 feet;
- 14- thence South 16°32'25" East (S 16°47'08" E by record) 293.03 feet;
- 15- thence North 49°34'13" East (N 49°19'30" E by record) 471.96 feet;
- 16- thence North 53°28'22" West (N 53°43'05" W by record) 131.65 feet;
- 17- thence North 00°00'16" West (N 00°14'59" W by record) 251.61 feet;
- 18- thence North 51°33'06" East (N 51°18'23" E by record) 194.04 feet;
- 19- thence North 40°58'50" East (N 40°44'07" E by record) 78.79 feet;
- 20- thence South 71°14'22" East (S 71°29'05" E by record) 168.87 feet;
- 21- thence North 11°27'41" West (N 11°42'24" E by record) 380.24 feet;

22- thence South $86^{\circ}50'11''$ West (S $86^{\circ}35'28''$ W by record) 124.40 feet;

23- thence North $06^{\circ}53'27''$ West (N $07^{\circ}08'10''$ W by record) 280.68 feet to the southerly line of the Traverse Ridge Road Condemned Property line per that Final Order of Condemnation recorded May 16, 2000 as Entry No. 7639379 in Book 8361 Page 8064 in the office of said Salt Lake County Recorder;

thence easterly along said southerly Condemned Property boundary line through the following twenty-one (21) calls, to-wit:

- 1- South $80^{\circ}59'04''$ East 63.81 feet (S $81^{\circ}05'40''$ E 63.05 feet by record);
- 2- thence South $56^{\circ}53'47''$ East (S $57^{\circ}06'59''$ E by record) 118.43 feet;
- 3- thence North $78^{\circ}48'18''$ East (N $78^{\circ}35'06''$ E by record) 28.50 feet;
- 4- thence North $38^{\circ}05'10''$ East (N $37^{\circ}51'58''$ E by record) 180.12 feet;
- 5- thence North $52^{\circ}22'32''$ East (N $52^{\circ}09'20''$ E by record) 26.54 feet;
- 6- thence South $50^{\circ}49'49''$ East (S $51^{\circ}03'01''$ E by record) 127.80 feet;
- 7- thence South $76^{\circ}33'19''$ East (S $76^{\circ}46'31''$ E by record) 83.17 feet;
- 8- thence North $36^{\circ}58'51''$ East (N $36^{\circ}45'39''$ E by record) 123.57 feet;
- 9- thence South $59^{\circ}28'48''$ East (S $59^{\circ}42'00''$ E by record) 313.70 feet;
- 10- thence South $71^{\circ}42'47''$ East (S $71^{\circ}55'59''$ E by record) 72.60 feet;
- 11- thence South $75^{\circ}59'53''$ East (S $76^{\circ}13'05''$ E by record) 224.59 feet;
- 12- thence South $87^{\circ}05'22''$ East (S $87^{\circ}18'34''$ E by record) 109.91 feet;
- 13- thence South $62^{\circ}20'52''$ East (S $62^{\circ}34'04''$ E by record) 48.99 feet;
- 14- thence South $78^{\circ}51'52''$ East (S $79^{\circ}05'04''$ E by record) 51.50 feet;
- 15- thence South $82^{\circ}56'00''$ East (S $83^{\circ}09'12''$ E by record) 237.29 feet;
- 16- thence South $89^{\circ}15'44''$ East (S $89^{\circ}28'56''$ E by record) 138.01 feet;
- 17- thence North $61^{\circ}44'32''$ East (N $61^{\circ}31'20''$ E by record) 144.57 feet;
- 18- thence North $73^{\circ}29'17''$ East (N $73^{\circ}16'05''$ E by record) 111.03 feet;
- 19- thence North $76^{\circ}18'23''$ East (N $76^{\circ}05'11''$ E by record) 257.60 feet;
- 20- thence North $79^{\circ}02'17''$ East (N $78^{\circ}49'05''$ E by record) 161.42 feet;
- 21- thence North $42^{\circ}31'50''$ East (N $42^{\circ}18'38''$ E by record) 34.26 feet to a point on the Westerly boundary of the Ridgewood subdivision recorded March 11th, 2004 as Entry No. 9000672 in Book 2004P Page 57 in the office of said Salt Lake County Recorder;

thence along the Westerly, Southerly and Northerly boundary of said Ridgewood subdivision through the following nine (9) calls, to-wit:

- 1- South 11°07'47" West (S 10°53'56" W by record) 182.67 feet;
- 2- thence South 00°44'17" West (S 00°30'26" W by record) 521.10 feet;
- 3- thence South 60°38'55" West (S 60°25'04" W by record) 158.40 feet;
- 4- thence South 00°13'51" West (SOUTH by record) 129.52 feet;
- 5- thence South 89°46'09" East (EAST by record) 231.75 feet;
- 6- thence South 31°00'14" East (S 31°14'05" E by record) 181.29 feet;
- 7- thence North 74°22'07" East (N 74°08'16" E by record) 270.23 feet;
- 8- thence North 14°48'31" East (N 14°34'40" E by record) 460.53 feet;
- 9- thence North 31°36'41" East (N 31°22'50" E by record) 186.14 feet to the North boundary line of that parcel of land conveyed to Draper City per that Special Warranty Deed recorded July 20, 2001 as Entry No. 7954429 in Book 8481 Page 2244 in the office of said Salt Lake County Recorder;

thence South 89°46'09" East 1286.92 feet along said North boundary line to the Westerly boundary line of Parcel 9 per that Special Warranty Deed recorded January 14, 2005 as Entry No. 9274849 in Book 9084 Page 906 in the office of said Salt Lake County Recorder;

thence along the westerly, northerly and easterly boundary lines of said Parcel 9 through the following five (5) calls, to-wit:

- 1- North 00°50'12" East (N 00°49'49" E by record) 388.92 feet;
- 2- thence North 75°36'07" East (N 75°36'19" E by record) 54.91 feet;
- 3- thence North 76°46'06" East (N 76°46'18" E by record) 409.78 feet;
- 4- thence South 43°52'54" East (S 43°52'42" E by record) 147.11 feet;
- 5- thence South 07°12'56" West (S 07°13'08" W by record) 471.43 feet to the southeasterly corner of said Parcel 9 and a point on the northwesterly boundary line of Parcel A per that Special Warranty Deed recorded January 14, 2005 as Entry No. 9274848 in Book 9084 Page 900 in the office of said Salt Lake County Recorder;

thence along the northwesterly boundary line of said Parcel A through the following two (2) calls, to-wit:

- 1- South 49°28'51" West 107.77 feet;
- 2- thence South 23°45'33" West 11.41 feet to the northwesterly corner of Lot E per that Traverse Ridge Road at Suncrest Dedication Plat recorded March 16, 2012 as Entry No. 11351510 in Book 2012P Page 30 in the office of said Salt Lake County Recorder;

thence along the Northwesterly boundary line of said Lot E through the following seven (7) calls, to-wit:

- 1- South 24°11'40" West 51.11 feet;
- 2- thence South 27°41'11" West 93.35 feet;
- 3- thence South 37°20'19" West 100.49 feet;
- 4- thence South 16°04'29" West 60.53 feet;
- 5- thence South 07°21'41" East 257.92 feet;

- 6- thence South 12°54'45" West 67.23 feet (65.98 feet by record);
- 7- thence South 88°50'20" East (S 88°49'58" W by record) 56.34 feet to the northeasterly corner of Parcel 11 per that Special Warranty Deed recorded January 14, 2005 as Entry No. 9274849 in Book 9084 Page 906 in the office of said Salt Lake County Recorder;

thence southeasterly along the northeasterly boundary of said Parcel 11 through the following eleven (11) calls, to-wit:

- 1- South 00°58'56" East (S 00°58'34" E by record) 15.88 feet;
- 2- thence South 14°27'01" East (S 14°26'39" E by record) 164.66 feet;
- 3- thence South 29°21'23" East (S 29°21'01" E by record) 159.46 feet;
- 4- thence South 43°23'42" East (S 43°23'20" E by record) 63.42 feet;
- 5- thence South 79°14'19" West (S 79°14'41" W by record) 34.93 feet;
- 6- thence South 40°23'46" West (S 40°24'08" W by record) 49.91 feet;
- 7- thence South 18°50'25" West (S 18°50'47" W by record) 50.95 feet;
- 8- thence South 34°55'15" East (S 34°54'53" E by record) 59.49 feet;
- 9- thence South 63°13'05" East (S 63°12'43" E by record) 124.61 feet;
- 10- thence South 68°16'06" East (S 68°15'44" by record) 184.14 feet;
- 11- thence South 06°43'35" East (S 06°43'13" E by record) 267.15 feet;

thence leaving the easterly boundary of said Parcel 11, West 78.55 feet to an angle point in the boundary of Deer Ridge No. 2 at SunCrest subdivision recorded May 5th, 2002 as Entry No. 8242797 in Book 2002P Page 120 in the office of said Salt Lake County Recorder;

thence along the boundary of said Deer Ridge No. 2 at SunCrest subdivision through the following eight (8) calls, to-wit:

- 1- North 63°31'39" West (N 63°31'17" W by record) 128.46 feet;
- 2- thence North 81°01'35" West (N 81°01'13 W by record) 328.85 feet;
- 3- thence North 75°11'40" West (N 75°11'18" W by record) 560.44 feet;
- 4- thence South 12°06'23" West (S 12°06'45" W by record) 127.28 feet;
- 5- thence South 45°05'34" West (S 45°05'56" W by record) 341.91 feet;
- 6- thence North 79°37'12" West (N 79°36'50" W by record) 312.24 feet;
- 7- thence North 55°03'52" West (N 55°03'30" W by record) 415.52 feet;
- 8- thence North 38°01'33" West (N 38°01'11" W by record) 192.82 feet to a point on the Easterly line of said Section 8;

thence North 01°16'19" East 174.45 feet along the Easterly line of said Section 8 to an angle point on the

boundary line of an 80 Acre Open Space Dedication per that Special Warranty Deed recorded June 8, 2001 as Entry No. 7917566 in Book 8466 Page 4048 in the office of said Salt Lake County Recorder;

thence North 89°18'25" West 427.26 feet along the Northerly boundary line of said 80 Acre Open Space Parcel;

thence South 01°14'03" West 550.35 feet along the Westerly boundary line of said 80 Acres Open Space Parcel to a point on the Southerly line of said Section 8;

thence North 89°57'02" East 122.49 feet along section line to a point on the Westerly boundary line of said Deer Ridge No. 2 at SunCrest subdivision;

thence along the Westerly boundary of said Deer Ridge No. 2 at SunCrest subdivision through the following three (3) calls, to-wit:

- 1- South 03°50'50" West (S 03°52'36" W by record) 52.03 feet;
- 2- thence South 06°45'15" West (S 06°44'28" W by record) 182.71 feet;
- 3- thence South 30°12'17" East (S 3013'54" E by record) 223.76 feet to an angle point on said westerly boundary and a southeasterly corner of said 80 Acre Open Space Dedication per that Special Warranty Deed recorded June 8, 2001 as Entry No. 7917566 in Book 8466 Page 4048 in the office of said Salt Lake County Recorder;

thence South 76°29'58" West 585.33 feet along said 80 Acre Open Space Dedication to the Northeasterly corner of Revised Open Space Parcel 5 per that Special Warranty Deed recorded February 7, 2003 as Entry No. 8523796 in Book 8735 Page 4556 in the office of said Salt Lake County Recorder;

thence along the boundary of said Revised Open Space Parcel 5 through the following nine (9) calls, to-wit:

- 1- South 19°53'38" East 318.83 feet;
- 2- thence South 03°00'04" West 374.96 feet;
- 3- thence South 44°21'22" West 171.39 feet;
- 4- thence South 74°53'30" West 427.01 feet;
- 5- thence South 03°10'15" West 368.86 feet;
- 6- thence South 57°23'36" West 246.08 feet;
- 7- thence South 15°40'06" West 362.50 feet;
- 8- thence South 00°35'14" West 335.09 feet;
- 9- thence North 74°42'12" West 1537.64 feet to the southwesterly corner of said Revised Open Space Parcel 5;

thence South 15°02'24" East 1351.58 feet to a point on the Salt Lake County and Utah County Boundary line per Record of Survey S2007-07-0613 in the office of the Salt Lake County Surveyor;

thence South 01°11'01" West 98.59 feet to the Northerly boundary line of Parcel G (Open Space 6) per that Special Warranty Deed recorded November 9, 2012 as Entry No. 99032:2012 in the office of said Utah County Recorder and that Special Warranty Deed recorded February 7, 2003 as Entry No. 8523796 in Book 8735 at Page 4556 in the office of said Salt Lake County Recorder

thence along the boundary of said Parcel G through the following nine (9) calls, to-wit:

- 1- South 88°48'59" East 580.27 feet;

- 2- thence South 03°47'41" East 183.99 feet;
- 3- thence South 45°22'48" East 145.82 feet;
- 4- thence South 28°53'32" West 343.06 feet;
- 5- thence South 07°00'08" East 343.44 feet;
- 6- thence South 58°48'23" East 131.87 feet;
- 7- thence South 12°19'36" East 618.88 feet to a point on the Southerly line of said Section 17;
- 8- thence North 89°45'59" West 864.80 feet along section line to the South quarter corner of said Section 17;
- 9- thence North 89°46'04" West 1595.98 feet along section line to the Northwest corner of Section 20, T4S, R1E, SLM;

thence continuing North 89°46'04" West 1026.43 feet along section line to the POINT OF BEGINNING.

Contains 39920649 square feet or 916.452 acres, more or less.

AREA 4

A conservation easement being four (4) entire tracts of land in SALT LAKE COUNTY conveyed to Draper City and known as 1) Lot A, per that Traverse Ridge Road at Suncrest Dedication Plat recorded March 16, 2012 as Entry No. 11351510 in Book 2012P, at Page 30 in the Office of the Salt Lake County Recorder; 2) Lot B of said Traverse Ridge Road at Suncrest Dedication Plat; 3) Parcel E per that Special Warranty Deed recorded January 14, 2005 as Entry No. 9274848 in Book 9084, at Page 900 in the Office of said Recorder; 4) Parcel 12 per that Special Warranty Deed recorded January 14, 2005 as Entry No. 9274849 in Book 9084, at Page 906 in the Office of said Recorder; and a part of that entire tract of land conveyed to Draper City known as Parcel 1 per that Special Warranty Deed recorded November 13, 2012 as Entry No. 11512411 in the Office of said Recorder. Said entire tracts are located in the Southeast Quarter of Section 9 and the Southwest Quarter of Section 10, Township 4 South, Range 1 East, Salt Lake Meridian. The boundary of said easement is described as follows:

Beginning at the East quarter corner of said Section 9;

thence South 89°44'23" East 315.92 feet (S 89°44'13" E 315.61 feet by record) along quarter section line to the Common Boundary line recorded January 22, 2004 as Entry No 8957076 in Book 8936 Page 5828 in the office of said Salt Lake County Recorder and depicted on Record of Survey having File No. S2006-02-0110 in the office of the Salt Lake County Surveyor;

thence along said boundary line agreement the following two (2) calls to-wit:

- 1- South 00°00'05" West 0.62 feet to an existing Bush and Gudgell rebar and cap
- 2- thence South 00°00'20" East (S 00°00'05" W by record) 787.41 feet to the Northeasterly corner of Stoneleigh Heights at SunCrest Phase No. 1 PUD recorded July 16, 2004 as Entry No. 9122093 in Book 2004P Page 189 in the office of said Salt Lake County Recorder;

thence leaving said Boundary Line Agreement along the northerly and westerly boundary of said Stoneleigh Heights at SunCrest No. 1 PUD through the following three (3) calls, to-wit:

- 1- South 89°59'38" West (S 89°59'49" W by record) 421.93 feet;

- 2- thence South 66°59'14" West (S 65°59'01" W by record) 313.86 feet;
- 3- thence South 12°06'20" West (S 12°06'20" W by record) 115.00 feet to a point on the northerly right of way line of Traverse Ridge Road at SunCrest dedication plat recorded March 16, 2012 as Entry No. 11351510 in Book 2012P Page 30 in the office of said Salt Lake County Recorder;

thence along said northerly right of way line through the following three (3) calls, to-wit:

- 1- North 77°54'27" West 509.78 feet (N77°53'40" W 509.91 feet by record) to a curve to the left having a radius of 998.12 feet, a central angle of 26°12'07" and a chord that bears South 88°59'30" West 452.48 feet (radius of 996.93 feet, a central angle of 26°14'03", and a chord that bears S 88°59'19" W 452.49 feet by record);
- 2- thence along said curve westerly an arc distance of 456.45 feet (456.47 by record);
- 3- thence South 75°55'11" West 190.20 feet (S 75°52'17" W 190.13 feet by record) to the Southeasterly corner of the Oak vista No. 7A at SunCrest subdivision recorded September 27, 2004 as Entry No. 9183294 in Book 2004P Page 281 in the office of said Salt Lake County Recorder;

thence leaving said right of way along the Easterly boundary of the Oak Vista No. 7A at SunCrest subdivision through the following three (3) calls, to-wit:

- 1- North 14°07'43" West 83.46 feet;
- 2- thence North 09°05'51" East 350.38 feet;
- 3- thence North 29°38'22" East 589.93 feet to a point on quarter section line;

thence North 88°29'02" East (N 88°28'47" E by record) 1227.96 feet along quarter section line to the POINT OF BEGINNING.

Contains 1545400 square feet or 35.478 acres, more or less.

LESS AND EXCEPTING a right of way owned by Corner Canyon Properties known as the Oak Vista No 11 Access Road per that Special Warranty Deed recorded March 3, 2005 as Entry No. 9313104 in Book 9101 Page 1121 in the office of the Salt Lake County Recorder. Contains 116674 square feet or 2.678 acres, more or less.

TOTAL AREA 32.800 ACRES

AREA 5

A conservation easement being two entire tracts of land in SALT LAKE COUNTY as conveyed to Draper City and known as Parcel F-1 per that Special Warranty Deed recorded August 20, 2001 as Entry No. 7979465; and as Parcel G-1 per that Special Warranty Deed recorded December 19, 2001 as Entry No. 8096007 in the Office of the Salt Lake County Recorder. Said entire tracts are located in Section 9, Township 4 South, Range 1 East, Salt Lake Meridian The boundary of said easement is described as follows:

Commencing at the Northwest corner of said Section 9; thence South 89°38'49" East 1304.58 feet along section line; thence South 00°03'10" East 666.78 feet to the POINT OF BEGINNING;

thence continuing South 00°03'10" East 1231.58 feet along an easterly boundary of said Parcel F-1 to the Northerly boundary of the Traverse Ridge Road Condemned Property line per that Final Order of Condemnation recorded May 16, 2000 as Entry No. 7639379 in Book 8361 Page 8064 in the office of said Salt Lake County Recorder;

thence along said Traverse Ridge Road Condemnation Property line through the following five (5) calls, to-wit:

- 1- North 70°34'42" West 186.72 feet (N 70°48'29" W 185.72 feet by record);
- 2- thence North 89°25'19" West (N 89°39'06" W by record) 83.71 feet;
- 3- thence North 74°25'22" West (N 74°39'09" W by record) 378.12 feet;
- 4- thence South 31°55'40" West (S 31°41'53" W by record) 102.61 feet;
- 5- thence South 57°19'00" West (S 57°05'13" W by record) 56.36 feet;

thence North 02°52'38" East (N 02°38'51" E by record) 800.76 feet along the westerly boundary line of said Parcel F-1, to the Southerly right of way line of Rambling Rd (Mike Weir Drive);

thence along said right of way line through the following four (4) calls, to-wit:

- 1- North 52°47'49" East (N 52°34'02" E by record) 810.17 feet to a curve to the right having a radius of 539.00 feet, a central angle of 23°47'38" and a chord that bears North 64°41'38" East 222.23 feet;
- 2- thence along said curve northeasterly an arc distance of 223.84 feet;
- 3- thence North 76°38'05" East 1200.74 feet (N 76°21'40" E 1199.26 feet by record) to a curve to the left having a radius of 607.86 feet (610.999 feet by record), a central angle of 16°37'17" (16°42'56" by record) and a chord that bears North 68°19'27" East 175.72 feet (N68°00'12" E 177.62 feet by record);
- 4- thence along said curve easterly an arc distance of 176.34 feet (178.25 feet by record) to the northeasterly corner of said Parcel G-1;

thence along the boundary line of said Parcel G-1 through the following three (3) calls, to-wit:

- 1- South 00°37'01" West 552.16 feet (S 00°23'14" W 553.67 feet by record);
- 2- thence North 89°29'21" West 186.41 feet (N 89°43'08" W 186.415 feet by record);
- 3- thence North 89°38'49" West 1300.98 feet (N 89°52'36" W 1300.982 feet by record) to the POINT OF BEGINNING.

Contains 1225544 square feet or 28.135 acres, more or less.

AREA 6

A conservation easement being four entire tracts of land in SALT LAKE COUNTY conveyed to Draper City per the following three (3) documents recorded in the office of the Salt Lake County Recorder: 1) that Warranty Deed recorded December 11, 2003 as Entry No. 8922138; 2) that Special Warranty Deed recorded on July 20, 2001 as Entry No. 7954429; 3) that Quit Claim Deed recorded on November 21, 2003 as Entry No. 8902584 and amended by that Boundary Line Adjustment recorded on December 23, 2010 as Entry No. 11103125 located in Section 4, Township 4 South, Range 1 East, Salt Lake Meridian. The boundary of said easement is described as follows:

Commencing at the Northwest corner of said Section 4; thence South 89°00'03" East 2646.08 feet along section line to the North quarter corner of said Section 4; thence South 00°51'58" West 1436.19 feet along quarter section line to the southwest corner of Lot G of the Steeplechase Phase 2 recorded as Entry No. 8137198 in the office of said Recorder and the POINT OF BEGINNING;

thence South 89°12'21" East (S 89°26'05" E by record) 137.55 feet to the Northwest corner of Lot 404, Steeplechase Phase 4 subdivision recorded April 7th, 2005 in Book 2005P Page 94 in the office of the Salt Lake County Recorder;

thence South 23°47'55" East (S 24°01'39" E by record) 233.76 feet to the Southwesterly corner of said Lot 404;

thence South 60°35'38" East (S 60°49'22" E by record) 107.44 feet along said Steeplechase Phase 4 subdivision boundary;

thence leaving said subdivision boundary and continuing South 60°35'38" East (S 60°49'22" E by record) 18.83 feet;

thence South 77°20'51" East (S 77°34'22" E by record) 201.85 feet;

thence South 57°15'33" East (S 57°29'17" E by record) 137.84 feet to the Southwesterly corner of Lot 84, Steeplechase Phase 3 subdivision recorded July 21st, 2006 in Book 2006P Page 204 in the office of said Salt Lake County Recorder;

thence continuing South 57°15'33" East (S 57°29'17" E by record) 256.11 feet along the boundary of said Steeplechase Phase 3 subdivision;

thence South 89°01'11" East (S 89°14'55" E by record) 285.55 feet to the Southwesterly corner of Lot 73, said Steeplechase Phase 3 subdivision and a boundary line established by Boundary Line Agreement recorded on December 23, 2010 as Entry No. 11103125;

thence along said boundary line agreement through the following three (3) calls, to-wit:

- 1- South 48°32'06" East (S 48°45'50" E by record) 56.10 feet;
- 2- thence South 00°51'58" West (S 00°38'14" W by record) 58.83 feet;
- 3- thence South 89°35'58" East (S 89°49'42" E by record) 102.83 feet to the westerly boundary of Lot 72 of said Steeplechase Phase 3 subdivision;

thence South 00°52'15" West (S 00°38'05" W by record) 1009.61 feet along said westerly boundary of Lot 72 and the easterly boundary of an entire tract known as Open Space Parcel "I" as described in said Special Warranty Deed recorded on July 20, 2001 as Entry No. 7954429 in the office of said Salt Lake County Recorder, to the Easterly corner of Lot 67, Canyon Oaks Phase 1 subdivision recorded January 7th, 2002 in Book 2002P Page 201 in the office of said Salt Lake County Recorder;

thence along the Easterly boundary of said Canyon Oaks Phase 1 subdivision through the following seven (7) calls, to-wit:

- 1- North 32°58'30" West (N 33°12'21" W by record) 147.09 feet to the Northerly corner of said Lot 67;
- 2- thence North 55°51'58" West (N 56°05'49" W by record) 101.12 feet to the Northerly corner of Lot 68 of said Canyon Oaks Phase 1 subdivision;
- 3- thence North 47°20'07" West (N 47°33'58" W by record) 97.85 feet to the Northerly corner of Lot 69 of said Canyon Oaks Phase 1 subdivision;
- 4- thence North 00°51'57" East (N 00°38'06" E by record) 332.49 feet to the easterly corner of Lot 91 of said Canyon Oaks Phase 1 subdivision;
- 5- thence North 43°29'11" West (N 43°43'02" W by record) 284.85 feet to the Northerly corner of Lot 92 of said Canyon Oaks Phase 1 subdivision;
- 6- thence North 88°49'20" West (N 89°03'11" W by record) 96.73 feet;
- 7- thence North 61°24'09" West (N 61°38'00" W by record) 20.92 feet to the Easterly corner of Lot 882, South Mountain Phase 3C subdivision recorded December 16, 1996 in Book 96-12P Page 413 in the office of said Salt Lake County Recorder, at a point on the southwesterly boundary line of an Open Space Parcel and a non-tangent curve to the left having a radius of 1145.05 feet (1145.00 feet by record), a central angle of 07°13'41" and a chord that bears North 65°32'23" West (N 65°46'14" W by record) 144.35 feet;

thence along the boundary of said Open Space Parcel through the following four (4) calls, to-wit:

- 1- along said curve northwesterly an arc distance of 144.45 feet;

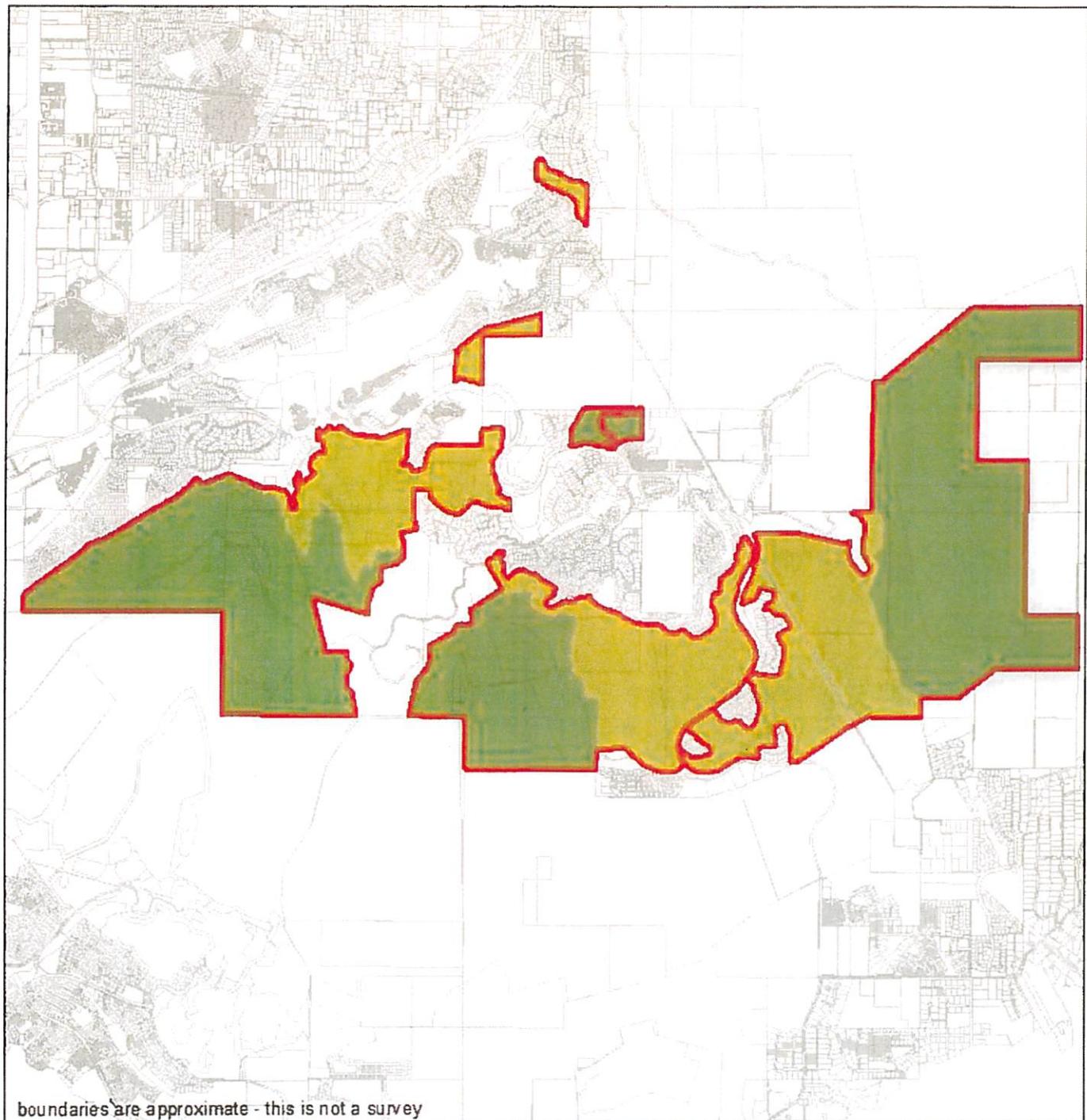
- 2- thence North 69°09'14" West (N 69°23'05" W by record) 364.66 feet to a curve to the left having a radius of 195.00 feet, a central angle of 23°56'11" and a chord that bears North 81°07'20" West 80.88 feet;
- 3- thence along said curve westerly an arc distance of 81.47 feet;
- 4- thence North 01°02'57" East (N 00°49'06" E by record) 123.05 feet to the southerly boundary line of that entire tract described per said Warranty Deed recorded December 11, 2003 as Entry No 8922138 in the office of said Salt Lake County Recorder;

thence North 89°01'02" West (N 89°14'55" E by record) 200.58 feet along said southerly boundary line to the Southwesterly corner thereof;

thence North 00°52'08" East (N 00°38'00" E by record) 520.10 feet along the westerly boundary of said entire tract, to the POINT OF BEGINNING.

Contains 680917 square feet or 15.632 acres, more or less.

Exhibit B
Traverse Range Conservation Easement



Traverse Range Conservation Easement

Management Zones

- Back Country
- Front Country



DRAPER PARKS, RECREATION & OPEN SPACE



SALT LAKE
COUNTY
OPEN SPACE &
URBAN FARMING



DRAPER CITY

N

0 0.5 1 2 Miles

SALT LAKE COUNTY

By: _____
MAYOR or Designee

Date: _____

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 20____, personally appeared before me
_____, who being duly sworn, did say that (s)he is the
_____ of Salt Lake County, Office of Mayor, and that the
foregoing instrument was signed on behalf of Salt Lake County, by authority of
law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

By: _____
Salt Lake County Clerk

STATE OF UTAH)
:ss
COUNTY OF SALT LAKE)

On this ____ day of _____, 20____, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing instrument was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

**NOTARY PUBLIC
Residing in Salt Lake County, Utah**

Approved as to Form:

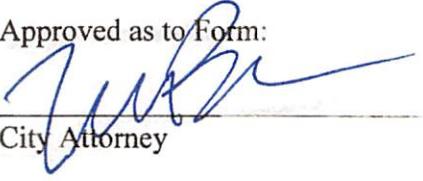
Digitally signed by Megan Smith
DN: dc=org, dc=skcounty,
ou=Departments, ou=District Attorney,
ou=users, ou=GC, cn=Megan Smith,
email=MSmith@skco.org
Date: 2018.07.05 13:39:45 -06'00'

By:

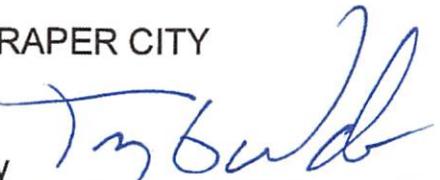
**Megan L. Smith
Deputy District Attorney**

IN WITNESS WHEREOF, the Parties have executed this Deed of Conservation Easement on the dates set out below.

Approved as to Form:


City Attorney

DRAPER CITY

By 
MAYOR

Date 8.3.18

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 3 day of August, 2018, Troy Walker, who is known to me to be the Mayor of Draper City Corporation, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Kellie Challburg, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Draper City Corporation.

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



Kellie Challburg

Notary Public for the State of Utah

Residing at Salt Lake County

My commission expires Jan. 7, 2019

ATTEST:

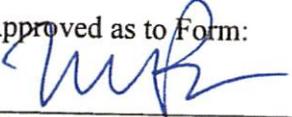
By: - corner

City Recorder



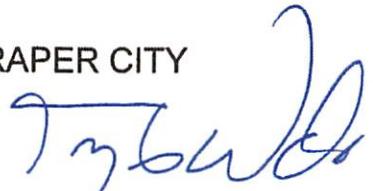
IN WITNESS WHEREOF, the Parties have executed this Deed of Conservation Easement on the dates set out below.

Approved as to Form:



City Attorney

DRAPER CITY

By 

MAYOR

Date 8.3.18

STATE OF UTAH)
: ss.
County of Salt Lake)

On this 3 day of August, 2018, Troy Walker, who is known to me to be the Mayor of Draper City Corporation, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Kellie Challburg, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Draper City Corporation.

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





Notary Public for the State of Utah
Residing at Salt Lake County

My commission expires Jan. 7, 2019

ATTEST:


By: _____

City Recorder

