

RESOLUTION NO. _____, 2021

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING THE CREATION OF A CONSERVATION AND STEWARDSHIP EASEMENT BY THE SOUTH VALLEY SEWER DISTRICT IN FAVOR OF SALT LAKE COUNTY.

WITNESSETH

WHEREAS, South Valley Sewer District is the sole owner in fee simple title of certain real property located in Riverton City, Salt Lake County, State of Utah, which property is more particularly described in Exhibit 1, at Section 2, attached hereto, (the “Property;” and

WHEREAS, the Property currently comprises a large block of open green space in proximity to the Jordan Basin Water Reclamation Facility (“JBWRF”) and the JBWRF Administrative Offices and is located in the rapidly developing Southwest corner of the Salt Lake Valley; and

WHEREAS, The South Valley Sewer District intends that the generally open nature of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with the current open condition; and

WHEREAS, The South Valley Sewer District intends to preserve and protect the generally open condition of the Property in perpetuity through this Easement and dedication of the same to Salt Lake County; and

WHEREAS, Salt Lake County is an organization which is qualified under *Utah Code Ann.* §57-18-3 to hold a conservation easement interest; and

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RESOLUTION

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Salt Lake County Council authorizes the Mayor to execute the Conservation and Stewardship Easement attached hereto in Exhibit 1.

APPROVED AND ADOPTED in Salt Lake City, Salt Lake County, Utah, this _____ day of _____, 2021.

SALT LAKE COUNTY COUNCIL

By: _____
Steve DeBry, Chair

ATTEST:

Sherrie Swensen,
Salt Lake County Clerk

APPROVED AS TO FORM:

Deputy District Attorney

Voting:

- Council Member Alvord _____
- Council Member Bradley _____
- Council Member Bradshaw _____
- Council Member DeBry _____
- Council Member Granato _____
- Council Member Newton _____
- Council Member Stringham _____
- Council Member Snelgrove _____
- Council Member Theodore _____

Vetoed and dated this _____ day of _____ 2021.

Exhibit 1

CONSERVATION AND STEWARDSHIP EASEMENT

SOUTH VALLEY SEWER DISTRICT, grantor

SALT LAKE COUNTY, grantee

WHEN RECORDED, MAIL TO:

South Valley Sewer District
Attn: General Manager
P.O. Box 629
Riverton, Utah 84065

Parcel Nos. 33-02-126-031
33-02-126-032

CONSERVATION AND STEWARDSHIP EASEMENT

THIS CONSERVATION AND STEWARDSHIP EASEMENT is made this ____ day of _____, 2021, by South Valley Sewer District, a Utah governmental entity, whose mailing address is , P.O. Box 629, Riverton, Utah 84065 (hereinafter “Grantor”), in favor of Salt Lake County, a governmental entity (hereinafter “Grantee”), whose mailing address is 2001 South State Street, Salt Lake City, Utah 84114.

RECITALS:

WHEREAS, Grantor is the sole owner in fee simple title of certain real property located in Riverton City, Salt Lake County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the “Property;” and

WHEREAS, the Property currently comprises a large block of open green space in proximity to the Jordan Basin Water Reclamation Facility (“JBWRF”) and the JBWRF Administrative Offices and is located in the rapidly developing Southwest corner of the Salt Lake Valley; and

WHEREAS, Grantor intends that the generally open nature of the Property be preserved and maintained by the continuation of the use of the Property in such a way which does not significantly impair or interfere with the current open condition; and

WHEREAS, Grantor intends to preserve and protect the generally open condition of the Property in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is an organization which is qualified under *Utah Code Ann.* §57-18-3 to hold a conservation easement interest;

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah, particularly *Utah Code Ann.* §57-18-1, et seq., as amended, with the intention of making an irrevocable easement in perpetuity, Grantor hereby agrees and conveys as follows.

1. Conveyance. Grantor hereby grants and warrants to Grantee, a perpetual conservation easement as hereinafter defined (the "Easement") over and across all the Property so as to preserve and protect the natural, open space, scenic, and aesthetic values present on the Property, to have and to hold unto Grantee, its successors and assigns forever. The Easement shall be perpetual and shall not be subject to any mortgage, lien or other encumbrance other than encumbrances of sight or record existing at the time this instrument is signed.

2. Property. The Property subject to this Easement consists of approximately 57.55 acres of the total property owned by the South Valley Sewer District and is more particularly described as follows:

A Conservation and Stewardship Easement being part of two entire tracts of land described in a Special Warranty Deed recorded on August 3, 2011 as Entry No. 11236267 in Book 9946 at Page 8042 and in a Quit-Claim Deed recorded on May 13, 2010 as Entry No. 10951752 in Book 9825 at Page 3795 in the Office of the Salt Lake County Recorder. Said Conservation and Stewardship Easement is located in the Southeast Quarter of Section 35, Township 3 South, Range 1 West and in the North Half of Section 2, Township 4 South, Range 1 West of the Salt Lake Base and Meridian and is described as follows:

Beginning at a point N. 89°50'55" E. 113.46 feet along the Section Line (Basis of Bearing) from the South Quarter Corner of said Section 35, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being on the westerly boundary line of Parcel 1-Plant Site, as described in said Quit Claim deed recorded as Entry No. 10951752, Book 9825, Page 3795-3801 of the Official Records of Salt Lake County (Parcel # 33:02:126:032); thence, along said boundary line the following 25 (twenty-five) courses:

- 1.) N. 19°27'19" E. 791.16 feet;
- 2.) N. 69°52'41" W. 261.47 feet;
- 3.) N. 20°18'25" E. 440.07 feet;
- 4.) N. 70°10'55" W. 8.92 feet;
- 5.) N. 29°45'00" W. 83.05 feet;
- 6.) S. 89°49'47" E. 16.04 feet;
- 7.) S. 70°41'43" E. 857.93 feet;
- 8.) South 17.84 feet;
- 9.) S. 70°45'00" E. 116.51 feet;
- 10.) N. 0°00'33" E. 22.86 feet;
- 11.) S. 70°55'55" E. 17.13 feet;
- 12.) S. 19°19'05" W. 73.05 feet;
- 13.) S. 69°59'12" E. 26.01 feet to the west bank of the Jordan River;
- 14.) S. 10°12'47" E. 46.54 feet along said west bank;
- 15.) S. 31°15'10" E. 49.41 feet along said west bank;
- 16.) S. 56°45'51" E. 71.17 feet along said west bank;
- 17.) S. 9°49'05" W. 280.30 feet;
- 18.) S. 30°10'55" E. 149.60 feet;
- 19.) S. 80°20'05" W. 18.02 feet;
- 20.) S. 31°21'33" E. 148.50 feet;
- 21.) S. 46°38'28" W. 132.00 feet;
- 22.) S. 14°51'07" E. 183.04 feet to said west bank of the Jordan River;
- 23.) S. 49°03'17" W. 202.81 feet along said west bank;
- 24.) S. 42°45'08" W. 182.67 feet along said west bank;

25.) S. 30°57'05" W. 114.73 feet along said west bank;

thence, leaving said boundary line S. 89°58'30" W. 1000.00 feet;

thence S. 54°19'15" W. 109.27 feet;

thence S. 80°24'38" W. 172.09 feet;

thence S. 59°39'31" W. 224.44 feet;

thence S. 44°57'18" W. 152.39 feet;

thence S. 19°28'07" W. 971.41 feet to an interior corner of said Quit-Claim Deed recorded as Entry No. 10951752; thence along the boundary line of said Quit-Claim deed the following 8 (eight) courses:

1.) N. 89°46'45" W. 311.42 feet; 2.) N. 89°46'01" W. 368.15 feet;

3.) N. 22°13'59" E. 14.81 feet; 4.) N. 22°11'21" E. 263.92 feet;

5.) N. 89°46'01" W. 217.01 feet; 6.) N. 13°48'47" W. 14.69 feet;

7.) N. 23°51'56" E. 16.00 feet to the beginning of a 720.00 foot radius curve, the center of which bears N. 66°08'04" W.;

8.) Northeasterly 33.61 feet along the arc of said curve to the left through a central angle of 2°40'28" (chord bears N. 22°31'42" E. 33.60 feet) to a point on the south boundary line of that tract of land described in a Special Warranty Deed recorded on August 3, 2011 as Entry No. 11236267 in Book 9946 at Page 8042 of the Official Records of Salt Lake County;

thence along the said boundary line the following 4 (four) courses:

1.) S. 89°46'01" E. 267.15 feet; 2.) N. 16°43'59" E. 388.82 feet;

3.) N. 34°20'52" E. 202.87 feet;

4.) N. 24°39'56" E. 286.86 feet to a northerly boundary line of said Parcel 1 of Quit-Claim Deed recorded as Entry No. 10951752;

thence N. 89°22'35" E. 128.57 feet along said northerly boundary line, to the southwesterly corner of an entire tract of land described in that certain Special Warranty Deed recorded as Entry No. 11236267, Book 9946, Page 8042 of Official Records of Salt Lake County (Parcel # 33:02:126:031);

thence, leaving the boundary line of said Quit Claim Deed and along the boundary line of said certain Special Warranty deed the following two courses:

1.) N. 1°49'05" W. (Deed = N. 01°38'28" W.) 245.50 feet;

2.) S. 85°53'46" E. 952.25 feet (Deed = S. 85°43'09" E 952.13 feet) to a westerly boundary line of said Quit-Claim Deed recorded as Entry No. 10951752; thence N. 19°27'19" E. 320.65 feet along said westerly boundary line, to the point of beginning.

The above-described Conservation and Stewardship Easement Contains acres 57.55 acres, more or less.

The Property subject to the Easement is also graphically shown in Exhibit A, attached hereto and incorporated herein by reference.

3. Current Use and Condition of Property. The Property presently consists of open land surrounding the Jordan Basin Water Reclamation Facility, reflecting natural vegetation of the area and is located at approximately 13826 Jordan Basin Lane, Riverton, UT 84065. The Property has specific conservation values including open and green space, natural lowland vegetation and historic pasture ground. The Jordan River runs near the Property and portions of the Property support existing mitigation and natural wetlands.

4. Purpose. Grantor is the fee simple title owner of the Property. The purpose of this Easement is to assure that the Property will be retained in its natural, scenic, wetland and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Any use of the Property which may impair or interfere with the conservation values, unless expressly permitted in this Easement, is expressly prohibited. Grantor agrees to confine use of the Property to activities consistent with the purposes of this Easement and preservation of the conservation values of the Property.

5. Duration. The duration of the Easement shall be perpetual.

6. Permitted Uses. Grantor retains ownership rights of the underlying fee simple title to the Property which are not expressly restricted by this Easement. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are permitted:

(a) Conservation of open land in its natural state.

(b) Easements for drainage, access, sewer or water lines, or other public purposes, in locations as approved by the parties, subject to restoration of the Property to its natural condition within a reasonable time frame.

(c) Activities not inconsistent with the presentation of the Property in an open and natural condition and reasonably necessary to the operation of the adjacent Jordan Basin Water Reclamation Facility.

(d) Statutorily authorized preservation and maintenance activities consistent with Grantee's flood control duties for the Jordan River which may include, but shall not be limited to dredging, bank stabilization and vegetation control.

7. Prohibited Uses. Any activity on or use of the Property not specifically listed as a permitted use or activity as set forth herein and/or any activity on or use of the Property which is inconsistent with the purpose of this Easement or detrimental to the conservation values is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Any division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property, other than for strictly agricultural purposes, or purposes incidental to the operation of a wastewater treatment facility, and as approved by Grantee.

(b) Any commercial or industrial activity, except those associated with the use of the property for the provision of sanitary sewer service and secondary water to the public.

(c) Any development, construction or location of any man-made modification such as buildings, structures, fences, roads, parking lots, or other improvement on the Property, except as expressly permitted in this Easement, and subject to subsection (b), above.

(d) Any mining, drilling, alteration of the land surface, or exploration for and extraction of oil, gas, minerals or other resources from the Property other than water wells and associated facilities for culinary or secondary water use.

(e) Any dumping or storing of ashes, trash, garbage or junk on the Property.

(f) The manipulation or alteration of natural watercourses, natural wetlands, or riparian communities, except as expressly permitted herein or as necessary for the use of the Property and then, in any event, only to the extent that such manipulation or alteration shall not result in a significant injury to or the destruction of a significant conservation values.

(h) The use of motor vehicles, including snowmobiles, all-terrain vehicles, motorcycles and other recreational vehicles, except as may be necessary to maintain the Property and to maintain utility lines running through the Property in accordance with the terms and conditions of such approved use and the maintenance plan for the Property.

(i) Hunting or trapping for any purpose other than predatory or problem animal control on the Property.

(j) Establishment or maintenance of any grazing or livestock feedlots on the Property.

(k) Any agricultural use of the Property not expressly permitted herein.

(l) Advertising of any kind or nature on the Property and any billboards or signs; provided a directory and information sign may be displayed describing the Conservation Easement and prohibited or authorized use of the same.

(n) All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purpose of the Easement.

8. Rights of the Grantee. In the event Grantor fails in its obligations to maintain the Property consistent with the terms of this easement, Grantor confers the following rights upon Grantee to be exercised at Grantee's sole discretion, and without obligation, to perpetually maintain the conservation values of the Property and to accomplish the purpose of this Easement.

(a) Grantee has the right to preserve and protect the conservation values of the Property.

(b) Grantee has the right to enter upon the Property at reasonable times to monitor or to enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with the Grantor's use and quiet enjoyment of the Property.

(c) Grantee has the right to enjoin and prevent any activity on or use of the Property that is inconsistent with the terms or purposes of this Easement and to preserve and protect the conservation values of the Property.

(d) Grantee has the right to require restoration of the areas or features of the Property which are damaged by Grantor, its successors, or assigns, or any activity inconsistent with this Easement.

(e) Grantee has the right to place signs on the Property which identify the Property as being protected by this Easement.

(f) Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation and use of controlled fire to reduce the presence of undesirable vegetation.

9. Powers of the Grantee. In accordance with rights granted to Grantee by this Easement, the following rights, among others, may, at the Grantee's discretion, be exercised by Grantee with respect to the Property:

(a) To protect, preserve and enhance the aesthetic, open space, wetland and/or wildlife habitat values of the Property;

(b) To control predatory or problem animals by the use of selective control measures and techniques;

(c) To build, maintain and repair fences and cattle guards reasonably appropriate for wildlife or vegetation protection purposes;

(d) To construct and maintain appropriate fire prevention and control measures including, but not limited to fire break paths along the boundaries of the Property;

(e) Statutorily authorized preservation and maintenance activities consistent with Grantee's flood control duties for the Jordan River which may include, but shall not be limited to dredging, bank stabilization and vegetation control.

(f) Powers and authority granted to the Grantee under this Easement may be exercised by the Grantee in its reasonable discretion, but Grantee shall have no obligation or duty resulting from the terms of this Easement.

10. Enforcement of Easement.

(a) Notice and Demand. If Grantee determines that Grantor or its successors are in violation of this Easement, or that a violation is threatened, the Grantee may provide written notice to the Grantor or its successors of such violation and request corrective action to cure the violation or to restore the Property. In the event Grantee determines that the violation constitutes immediate and irreparable harm, such notice shall not be required.

(b) Failure to Act. If, for a 28-day period after the date of the written notice from Grantee to Grantor, or its successors, the Grantor or its successors continues violating the Easement, or if the Grantor or its successors does not begin to abate the violation and implement corrective measures requested by the Grantee, the Grantee may bring an action in law or in equity to enforce the terms of the Easement. The Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, restitution, reimbursement of expenses or an order compelling restoration of the Property. If the court determines that the Grantor has failed to comply with this Easement, the Grantor agrees to reimburse Grantee for all reasonable costs and attorneys fees incurred by the Grantee compelling such compliance.

(c) Absence of Grantor. If the Grantee determines that the Easement is, or is expected to be, violated, the Grantee is authorized, but not required to make good-faith efforts to notify the Grantor. If, through reasonable efforts, the Grantor cannot be notified, and if the Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the conservation values, then the Grantee may pursue its lawful remedies without prior notice and without waiting for Grantor's opportunity to cure. Grantor agrees to reimburse Grantee for all costs incurred by Grantee in pursuing such remedies.

(d) Subject to the provisions set forth herein, the Grantee shall have the right to enforce the restoration of the portions of the Property affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

(e) The remedies set forth herein are cumulative. Any, or all, of the remedies may be invoked by the Grantee if there is an actual or threatened violation of this Easement.

(f) A delay in enforcement shall not be construed as a waiver of the Grantee's right to enforce the terms of this Easement.

11. Permitted Construction and Maintenance Activities. Grantor hereby reserves the right to enter upon the Property to conduct the following activities:

- (a) management of mitigated wetlands
- (b) maintenance of existing surface and sub-surface structures
- (c) fire control measures
- (d) flood control activities necessary to protect property in danger of imminent damage and associated restoration
- (e) control of the invasive plants and wildlife

Further, this Easement is subject to the rights of the Grantor or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of subsurface utilities as permitted herein. After exercise of rights retained herein, Grantor or its successor, and any permitted entity or utility company in interest, shall take reasonable actions to restore the Property to its natural condition prior to the conduct of any of the foregoing activities.

12. Taxes. Grantor shall pay all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property, including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request unless exempted.

13. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents and contractors, and the successors and assigns of each of them, collectively referred to as the "Indemnified Parties," from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property; (2) the obligations specified herein; and (3) the existence or administration of this Easement.

14. Cessation of Grantee's Existence. If Grantee shall cease to exist or if it fails to be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, or if the Grantee is no longer authorized to acquire and hold conservation easements, then this Easement shall become vested in another entity. Any successor entity shall be a qualified organization for the purposes of Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code. The Grantee's rights and responsibilities shall be assigned to the following named entities in the following sequence:

- (a) Any other qualified entity having similar conservation purposes and statutory or regulating oversight at Grantor's sanitary sewer operations to which rights may be awarded.

15. Termination of the Easement. This Easement may be extinguished only by an unexpected change in condition which causes it to be impossible to fulfill the Easement's purpose or by exercise of eminent domain in accordance with the provisions set forth herein. The fact that the Grantee may have title to the Property and therefore may become an Owner for purposes of this Easement shall not cause a termination of this Easement by operation of the doctrine of merger or otherwise. The Grantee shall not voluntarily or willingly allow the termination of this instrument, and if any or all of the restrictions of the Easement are nevertheless terminated by a judicial or other governmental proceeding, any and all compensation received by the Grantee as a result of the termination shall be used by the Grantee in a manner consistent with the conservation purposes of the Easement.

(a) If subsequent circumstances render the purposes of this Easement impossible to fulfill, then this Easement may be partially or entirely terminated only by judicial proceedings. Grantee will be entitled to compensation in accordance with applicable laws and judicial determination.

(b) If the Property is taken, in whole or in part, by power of eminent domain, then the Grantee will be entitled to compensation in accordance with applicable laws.

16. Transfer of Grantor's Interest. The Grantor, or its successors (hereinafter Owners) shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. The failure of the Grantor or Owners to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon conveyance of title to the Property, the Grantor or Owners, as applicable, shall be released from their obligations under this Easement.

17. Notices. Any notice, demand, request, consent, approval, or communication shall be in writing and served personally or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the following:

South Valley Sewer District:

South Valley Sewer District
Attn: General Manager
P.O. Box 629
Riverton, Utah 84065

With a copy to:

Hayes Godfrey Bell, P.C.
2118 East 3900 South, Suite 300
Holladay, Utah 84124

Salt Lake County

2001 South State Street N4300
Salt Lake City, Utah 84114

or to such other address as the Grantee from time to time shall designate by written notice to the current Owner of record of the Property. The required address for notice to the Owner shall be

the address of the most recent grantee of title to the Property as shown on the tax records of Salt Lake County, or to such other address as the current Owner from time to time shall designate by written notice to the Grantee.

18. Recordation. The Grantor shall record this instrument in timely fashion in the official records of Salt Lake County, Utah and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

19. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

20. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Easement to effect the purpose of this Easement and the policy and purpose of *Utah Code Ann.* §57-18-1 et seq., as amended, and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

21. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

22. Joint Obligation. Subject to the provisions set forth herein, the obligations imposed by this Easement upon any Owners shall be joint and several.

23. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Grantee, the Grantor, subsequent Owners of the Property, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

24. Entire Agreement. This Easement, together with all exhibits, sets forth the entire agreement of the parties and supercedes all prior discussions and understandings.

25. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF Grantor has executed this instrument on the day and year first above written.

GRANTOR:
SOUTH VALLEY SEWER DISTRICT

BY: _____

ITS: _____

GRANTEE:
SALT LAKE COUNTY

BY: _____

ITS: _____

Approved as to form

Deputy District Attorney

ACKNOWLEDGMENT OF DISTRICT

STATE OF UTAH)
 : ss.

COUNTY OF SALT LAKE)

On the _____ day of _____, 2021 personally appeared before me WAYNE H. BALLARD who being by me duly sworn did say that he is the Chairman of the Board of Trustees of the District, a political subdivision of the State of Utah, and that said instrument was signed on behalf of the District by authority of its governing body and said Chairman acknowledged to me that the District executed the same.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

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

On this _____ day of _____, 2021, 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.

[SEAL]

NOTARY PUBLIC
Residing in Salt Lake County, Utah

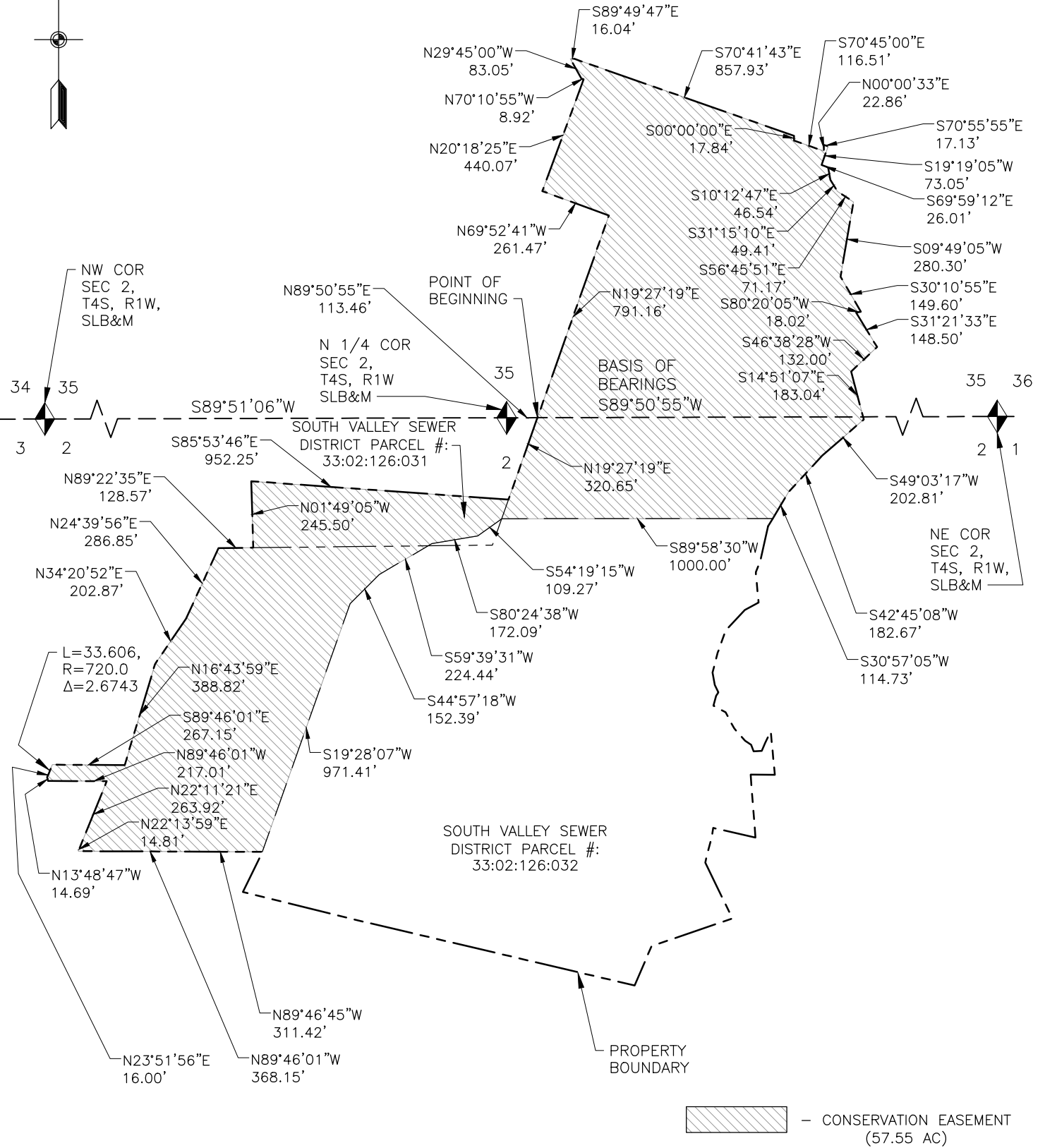


EXHIBIT A
CONSERVATION AND STEWARDSHIP EASEMENT

PARCELS: 33:02:126:032 AND 33:02:126:031
01/15/2021
SOUTH VALLEY SEWER DISTRICT