

Conservation Easement Agreement  
UDWR/ James Aland

Contract No. \_\_\_\_\_

**CONSERVATION EASEMENT AGREEMENT**

This **CONSERVATION EASEMENT AGREEMENT**, hereafter referred to as "Agreement," entered into this 12th day of November, 1998, between **JAMES ALAND** of 6393 S. Bybee Dr., Ogden, Utah 84403 ("**GRANTOR**"), and **THE STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES** of 1594 West North Temple, Suite 2110, Salt Lake City, Utah 84114-6301 ("**GRANTEE**"), collectively referred to as "**The PARTIES.**"

**WITNESSETH:**

**WHEREAS**, Grantor is the sole owners of certain real property in Weber County, Utah, more particularly described below (the "**Property**"); and

**WHEREAS**, the property possesses crucial wildlife habitat values (collectively, "**conservation values**") of great importance to the Grantee, the people of Weber County and the State of Utah; and

**WHEREAS**, the conservation values include, in particular, open space, watershed protection to promote good water quality, critical winter habitat for big game species such as deer, elk, and moose, and high quality habitat for a variety of other wildlife ("**Conservation Values**"); and

**WHEREAS**, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of similar land use patterns, existing at the time of this Agreement; and

**WHEREAS**, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

**WHEREAS**, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Section 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation, protection, or enhancement of wildlife habitat in its natural condition; and

**WHEREAS**, Grantee agrees by accepting the Conservation Easement to honor the intention of Grantor stated herein and to preserve and protect in perpetuity the conservation

E# 1589922 BK1971 PG1512  
DUG CROFTS, WEBER COUNTY RECORDER  
17 NOV-98 2:08 PM FEE \$1.00 DEP NB  
REC FOR: JAMES ALAND

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values of the Property for the benefit of this generation and the generations to come;

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Utah and in particular Utah Code 57-18-1 through 57-18-7, Grantors hereby voluntarily grant and convey to Grantee a Conservation Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("**Easement**").

**PURPOSE:** The purpose of this Easement is to assure that the Property will be retained predominantly in a condition that protects and enhances open space values which include watershed protection to maintain good water quality, critical winter habitat for big game species such as deer, elk, and moose, quality habitat for a variety of other wildlife, and natural aesthetics, and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantors intend that this Easement will confine the use of the Property to activities that are consistent with the purpose of this Easement and that in no case will use of the Property cause the Property to deteriorate from its present condition, which is evidenced by the Baseline Documentation described below.

**PROPERTY DESCRIPTION:** The total property owned by the Grantor to be encumbered with this Easement is described in Exhibit "A."

**Intent of the Agreement:** The intent of the parties is to encumber the Property with the conservation easement created by Grantor's and Grantee's signature of this document and subsequent recording of this Easement with Weber County.

**Deed of Conservation Easement:** The Grantors shall issue a "Deed of Conservation Easement" containing a the description of "Purpose" of this conservation easement and containing the terms and conditions agreed to in this Agreement. In that this Agreement obligates performance by both Parties, said Deed of Conservation Easement shall be signed by an authorized officer of the Grantors association and by the Director of the Grantee.

**Terms and Conditions:**

A. The Grantor Conveys and Agrees to the following:

1. **Development Rights:** Grantor conveys to Grantee the rights to all residential, industrial, commercial or any other forms of development that could be construed as inconsistent with the conservation values protection purpose of the easement.

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2. **Grazing Rights:** Grantor conveys to Grantee all grazing rights. Grazing of livestock is prohibited except as a tool to enhance wildlife habitat as determined by the Grantee. Organization, implementation, and protection of private property from livestock damage, is the responsibility of the Grantee, if grazing is specifically applied to enhance wildlife habitat.

3. **Common Area:** Existing covenants, conditions, and restrictions for the common area (Exhibit "B") are subordinate to the terms and conditions of this Agreement and Easement.

4. **Access Restrictions:** Restrictions to protect and enhance the conservation values include:

a) Motor vehicle use is restricted to existing roads, and to facilities maintenance, wildlife habitat enhancement or management, and fire/police protection in all off-road areas.

b) General access is further restricted to effectively minimize disturbance to big game species during the critical wintering period (January 1-March 31), with exception of designated trails and other areas where recreational access does not disturb wintering big game wildlife on the Property. Initial designation of such accessible areas and types of recreational uses will be made jointly between the Grantors and Grantee within one year of the completion date on this Agreement. To ensure protection of conservation values, disturbance to big game during the critical winter period will be determined solely by the Grantee.

5. **Fencing:** Fencing or rock barriers will be constructed and maintained by the Grantors on the Property boundary, adjacent to private lots or roads in developed portions of Green Hills subdivision (i.e., outside of the easement Property), where compliance with the above Access Restrictions is reasonably at risk. Sites for placement of access barriers may be identified jointly by the Grantors and Grantee where repeated violations to the Access Restrictions occur. Fencing or barrier needs which are not adjacent to private lots or roads in developed portions of Green Hills subdivision, are the responsibility of the Grantee.

6. **Wildlife Depredation:** Grantor or his assigns are solely responsible to protect landscaping and other vegetation within private lots of the subdivision, against depredation damage by big game.

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7. **Compliance with County:** Terms of the easement must comply with existing county planning and zoning ordinances.

8. **Subdivision:** The Grantor will not subdivide the Property in any way that is inconsistent with the conservation values of the easement.

B. The Grantee Agrees to:

1. **Maintain Conservation Values:** Grantee accepts management responsibilities to protect and enhance conservation values within the easement property in perpetuity.

2. **Communicate Management Actions:** Grantee will meet as needed with the Grantors to review easement compliance, management activities, or other issues pertinent to easement maintenance.

3. **Document and Review:** Grantee will provide document development and governmental review of the conservation easement agreement.

C. The Parties mutually agree that:

1. **Public Access:** Public access to the Property is not granted under this Easement.

2. **Soil Erosion:** No activities, actions or uses of the land that would be detrimental or adverse to soil erosion control, soil conservation, fish and wildlife or its habitat will occur.

3. **Easements and Rights-of-Way:** Without prior written approval of Grantee, no rights-of-way or easements may be issued on the above-described property.

4. **Clear Title:** Grantor shall provide proof of clear title for the Property free from encumbrance of any kind, except those stipulated and agreed to by the Grantee.

5. **Dumping:** No dumping of trash, garbage, rubbish or any other unsightly or offensive materials shall occur within the conservation area.

6. **Easement Attached to Deed:** Because the easement conveyed hereby is perpetual, Grantor agree that he will incorporate, by reference, this easement in any subsequent deed or other legal instrument by which he will divest the fee simple title to or its possessory interest in the Property, or any part thereof.

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7. **Signs:** Grantor, for itself, its successors and assigns, agrees that Grantee, its successors or assigns, may provide and maintain a sign or signs on the Property giving notice of the environmental importance of the Property and explaining that the Property is subject to the protective covenants and restrictions herein contained. Design, aesthetics, and general placement of such signs will be determined jointly between the Parties.

8. **Payment of Property Taxes and Other Assessments.** General property taxes shall be paid by the Grantor.

9. **No Hazardous Waste.** Grantor represents and warrants to the Grantee that, to the best of his knowledge; (a) the property does not contain, and has not been used in any manner for the storage of any hazardous or toxic waste, materials, discharge, deposit, dumping, or contamination, whether of soil, groundwater or otherwise, and no activity on the property has produced any such substances; (b) the property does not contain underground tanks of any types or any materials containing or producing any polychlorinated biphenyls, or any asbestos; and (c) there are no surface or subsurface conditions which constitute, or with the passage of time may constitute a public or private nuisance. Grantor shall hold harmless and indemnify the Grantee in accordance with the foregoing representation.

10. **Default and Governing law.** If either party fails to perform, the party at fault shall pay all costs of enforcing this Agreement and Easement, or any right arising out of the breach thereof, including a reasonable attorney's fee. Utah law shall govern the interpretation and application of the agreement.

11. **Baseline Documentation:** The specific conservation values of the Property are documented in an inventory of relevant features on file at the office of the Habitat Manager in the Northern Region of Grantee. This baseline consists of maps, photographs, and other documentation that the Parties agree provide, collectively, a representation of the Property at the time of this Agreement and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Agreement (Exhibit "C"). Said baseline documentation shall be completed and on file as stipulated within one (1) year from the date of the final signature of the Parties to this Agreement.

12. **Governor's Approval:** This conservation easement is subject to the Governor's approval as set forth in Utah Code 23-21-1.5.

13. **Execution.** Grantee shall not be bound nor liable to perform until this Agreement

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has been fully executed by all persons and agencies required by law to execute it.

14. **Legal Review.** Grantor acknowledges that, pursuant to Utah Code 57-18-4(4), the Grantor has at its option, the right to contact an attorney concerning implications of granting this conservation easement.

15. **Binding Agreement.** The covenants agreed to and the restrictions imposed as aforesaid shall not only be binding upon Grantor and Grantee, but also upon their successors and assigns, and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the above-described land and shall survive any termination of Grantee's or Grantor's existence. All rights reserved herein to Grantee shall run for the benefit of and may be exercised by its successors or assigns, or by its designees duly authorized in a deed, appointment, or other instrument.

16. **Legal Interpretation:** This agreement will be interpreted under the laws of the State of Utah.

17. **Independent Provisions:** If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the agreement, the Parties hereby stipulating that all provisions are deemed severable and independent.

18. **Amendments:** This agreement may not be amended or modified except by a subsequent written agreement by both Parties.

19. **Legal Costs:** In the event this agreement must be enforced by a legal action the prevailing party shall be entitled to all costs and expenses of such legal action, including but not limited to reasonable attorney fees and expenses.

20. **Enforcement:** Grantee will aid and assist Grantors in enforcement and compliance through the issuing of citations for violations, including but not limited to, roaming dogs (which harass wildlife), and motor vehicle use prohibited in the Access Restrictions of this Agreement.

21. **Limitation of Liability:** Grantors are not responsible under this Agreement for wildlife habitat enhancements or damages to wildlife habitat on the Property, with exception to violations of Access Restrictions and intentional damages to habitat, or fencing, barriers, or signing designed to protect conservation values on the Property.

22. **Authority of Signatories:** Each person executing this agreement certifies that he or

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she is duly authorized to execute this agreement on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this agreement.


D. List of Exhibits:

1. **Exhibit "A," Description:** The legal description of the Easement boundaries.
2. **Exhibit "B," Common Area:** A document of the Grantors "Common Area," containing all of the covenants, conditions and restrictions.
3. **Exhibit "C," Baseline Documentation:** The baseline documentation as established at the time of the conveyance of this Agreement as set forth in paragraph C.11. above.

IN WITNESS WHEREOF, the Parties hereto execute this Conservation Easement Agreement.

  
James Aland  
Developer, Green Hills Country Estates

Nov. 12, 1998  
Date

  
John Kimball  
Director, Utah Division of Wildlife Resources

ACTING DIRECTOR

11-17-98  
Date

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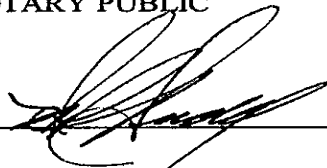
GRANTOR:

  
James Aland

STATE OF UTAH            )  
                                  )ss.  
COUNTY OF WEAVER    )

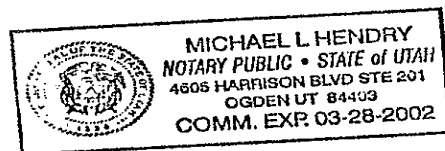
On this 16 day of NOVEMBER, 1998, personally appeared before me James Aland who duly acknowledged to me that he executed the foregoing Deed of Conservation Easement and Agreement of his own free will.

NOTARY PUBLIC

  
\_\_\_\_\_

My Commission Expires:

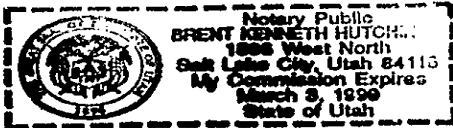
Residing at: \_\_\_\_\_





State of Utah )  
 ) SS  
County of Salt Lake)

On this 12<sup>th</sup> day of November, 1998, personally appeared before me Kevin Conway, who being first duly sworn said that he is the Acting Director of the Division of Wildlife Resources, for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resources Code of Utah (23-21-1), and he acknowledged to me that he executed the same.



Brent Hutchins  
NOTARY PUBLIC

My Commission Expires:

Residing: Salt Lake City, UT



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Exhibit "A"

21-001-0004, 0006

GREEN HILL COUNTRY ESTATES:

LEGAL DESCRIPTION FOR COMMON AREA "K"/CONSERVATION EASEMENT

Part 1: East half of Section 3, Township 6 North, Range 2 East, Salt Lake Base and Meridian, U.S. Survey.  
Contains 313 acres.

21-001-0003, 0013, 0002, 21-011-0001

Part 2: A part of Sections 3, 4, 9 and 10, Township 6 North, Range 2 East, Salt Lake Base and Meridian,  
U.S. Survey:

21-012-0005

Beginning at the Northeast corner of Green Hill Country Estates Phase No. 2, Weber County, Utah; said point being 1083.64 feet East along the South line of said Section 9 and 4113.47 feet North from the South Quarter corner of said Section 9; and running thence Westerly along the Northerly Boundary of said Green Hill Country Estates Phase No. 2, South 73°00'00" West 256.52 feet; thence North 18°24'11" East 1210.40 feet; thence North 76°57'24" West 673.84 feet; thence North 13°02'36" East 100.00 feet thence South 76°57'24" East 703.05 feet; thence North 29°19'50" East 1660.88 feet; thence North 40°52'19" West 311.97 feet; thence South 54°16'51" West 403.27 feet to a non-tangent curve; thence Northwesterly along the arc of a 55.00 foot radius curve to the left a distance of 51.91 feet (Central Angle equals 54°04'17" and Long Chord bears North 35°43'09" West 50.00 feet); thence North 54°16'51" East 398.76 feet along a non-radial line; thence North 40°52'19" West 249.53 feet; thence North 89°24'10" West 403.07 feet; thence South 49°52'07" West 1648.61 feet; thence South 60°00'00" East 640.00 feet to a non-tangent curve; thence Southwesterly along the arc of a 435.52 foot radius curve to the left a distance of 46.11 feet (Central Angle equals 6°03'56" and Long Chord bears South 31°49'06" West 46.09 feet) to a point of tangency; thence South 28°47'08" West 4.68 feet to a point of curvature; thence Southwesterly along the arc of a 199.01 foot radius curve to the left a distance of 63.87 feet (Central Angle equals 18°23'12" and Long Chord bears South 19°35'32" West 63.59 feet); thence North 70°00'00" West 569.09 feet along a non-radial line; thence South 13°02'36" West 672.00 feet; thence South 59°09'56" West 421.58 feet; thence North 82°09'41" West 913.57 feet; thence South 30°23'04" West 773.96 feet to a point on the Northerly Boundary of said Green Hill Country Estates Phase No. 2; thence Westerly along the Northerly Boundary of said Green Hill Country Estates Phase No. 2, five (5) courses as follows: North 62°50'00" West 110.00 feet; North 9°30'00" West 721.50 feet; West 133.97 feet; North 9°30'00" West 853.45 feet and West 409.77 feet to the West line of the Southwest Quarter of said Section 4; thence North 0°42'35" West 509.12 feet along said West line to the North line of the South half of the Southwest Quarter of said Section 4; thence South 89°55'43" East 2621.04 feet along said North line to the East line of the Southwest Quarter of said Section 4; thence North 660.00 feet along said East line to the 1/16 line; thence South 89°24'10" East 2605.12 feet along said 1/16 line to the East line of the Southeast Quarter of said Section 4; thence South 1320.00 feet along said East line to the 1/16 line; thence South 89°59'29" East 2680.23 feet along said 1/16 line to the East line of the Southwest Quarter of said Section 3; thence South 660.00 feet along said East line to the North line of said Section 10, also being the North line of Green Hill Country Estates Phase No. 1, Weber County, Utah; thence West 536.86 feet along said North line of Section 10 and Green Hill Country Estates Phase No. 1 to the Northeast Corner of Green Hill Country Estates Phase No. 4; thence South 72°18'21" West 3737.42 feet along the Northerly line of said Green Hill Country Estates Phase No. 4 to the point of beginning. Contains 232 acres.

Combined area for Parts 1 and 2 is 545 acres.

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**BROWNS HOLE, UTAH**

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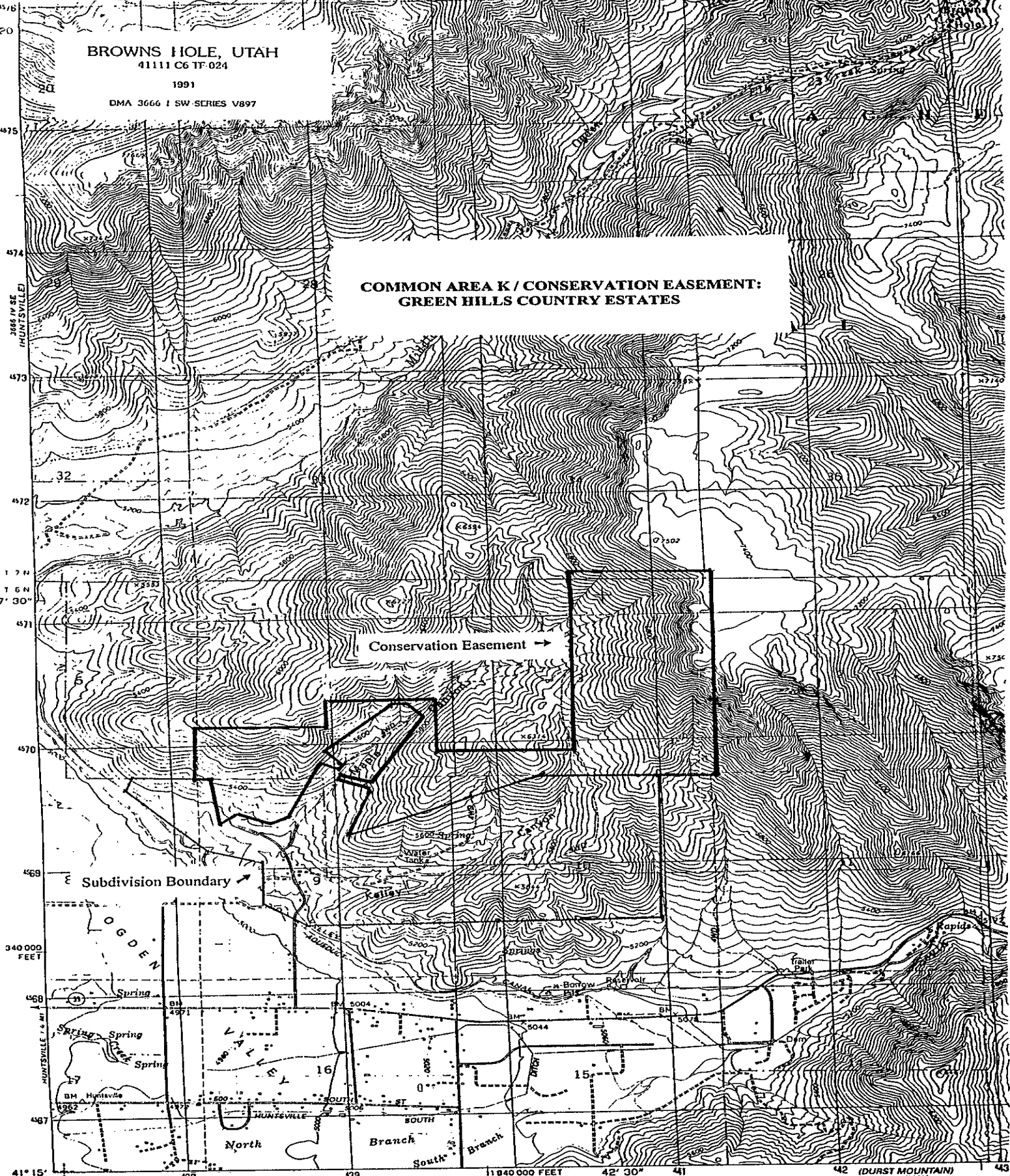
1991

DMA 3666 I SW-SERIES V897

**COMMON AREA K / CONSERVATION EASEMENT:  
GREEN HILLS COUNTRY ESTATES**

Conservation Easement →

Subdivision Boundary →



340000 FEET  
HUNTSVILLE 16 MI  
HUNTSVILLE 16 MI

(DURST MOUNTAIN)  
340000 FEET

Produced by the United States Geological Survey  
Control by USGS and NOS/NOAA  
Compiled from aerial photographs taken 1962. Revised from aerial  
photographs taken 1988. Field checked 1997. Map edited 1991  
North American Datum of 1927 (NAD 27). Projection and

E: 1589922 BK 1975 SCALE 1:62,500



NOW BASHN  
366 I SW

