

DEED OF CONSERVATION EASEMENT

CAMP W.G. WILLIAMS
Shirley Butterfield, Ltd., Utah County, UT

THIS DEED OF CONSERVATION EASEMENT (the "Easement" or "Deed") is granted this 16th day of December, 2020, by **SHIRLEY BUTTERFIELD, Ltd.**, a Utah Limited Partnership (the "Grantor"), the address of which is c/o Shirley Butterfield, 12256 South 4000 West, Riverton, Utah 84096 to and for the benefit of **THE CONSERVATION FUND**, a Maryland non-profit corporation and its assigns (the "Grantee"), the address of which is 1655 N. Fort Myer Drive, Suite 1300, Arlington, VA 22209, attention: General Counsel, for the purpose of forever preserving the natural, scenic, and open space character of the subject property, as well as preserving the availability of the subject property for agricultural and recreational use as described herein, compatible with the training mission of **CAMP W.G. WILLIAMS** (the "Benefited Property"). The Grantor and the Grantee are referred to herein individually as a "Party" and collectively as the "Parties".

The following Exhibits are attached hereto and made a part of this Easement for Conservation:

- Exhibit A - Description of Property
- Exhibit B - Map of Property
- Exhibit C - Acknowledgement of Baseline Documentation Report

RECITALS:

- A) Grantor is the sole owner in fee simple of 182.64 acres, more or less, of property located in Utah County, Utah ("Property") which is described in **Exhibit A** and depicted on **Exhibit B**, attached hereto and incorporated herein by this reference. The Property is adjacent to Camp W.G. Williams which is a Utah Army National Guard Training Area.
- B) The acquisition of this Easement has been funded pursuant to the Army Compatible Use Buffer program ("ACUB"), pursuant to 10 U.S.C. Sec. 2684a, for the purpose of protecting military installations and ranges to help sustain test and training capabilities to meet current and future mission needs of the United States Department of Defense by avoiding or reducing incompatible land use on adjoining and nearby properties that may inhibit the use of Department of Defense facilities for test and training necessary for defense of the United States (the "ACUB Purpose"). The ACUB program is a clearly delineated federal governmental conservation policy and preservation of this Property will yield a significant public benefit. The National Guard Bureau ("NGB") conducts funding and oversight of the Army National Guard's ACUB program. This Conservation Easement is subject to the terms, conditions, and restrictions found in Cooperative Agreement Number W9133L-16-02-3087 between The Conservation Fund and the National Guard Bureau, dated September, 2016 ("Cooperative Agreement").
- C) In addition to the ACUB Purpose, the Property is within the area designated in the West Traverse Sentinel Landscape Act (Utah Code § 39-10-101 *et seq.*) referred to as the "Act". Among the purposes of the Act are to identify lands adjacent to Camp Williams that are important to the nation's defense mission, and to encourage landowners to participate in and continue land uses compatible with Camp Williams's Military mission – which this Easement accomplishes. Preservation of the Property furthers this clearly delineated Utah governmental conservation policy and will yield a significant public benefit.
- D) In addition to the ACUB Purpose, the Property possesses natural, scenic, open space, agricultural and wildlife habitat conservation values, as described in Utah Code Land Conservation Easement Act

§ 57-18-1 *et seq.* (collectively with the ACUB Purpose, the “**Conservation Values**”), of great importance to the people of Utah County, the people of the state of Utah, and the people of the United States of America, which are worthy of protection. The Conservation Values which are further detailed in the “**Baseline Documentation Report**”, include the following:

- 1) The Property, which is largely undeveloped, can be viewed from an adjacent county road as well as from State Highway 73. The rolling hills of Camp W. G. Williams and the snow capped Oquirrh Mountains that form the headwaters of the West Canyon Wash provide a scenic backdrop to the Property.
 - 2) The Property is within the 2012 Camp Williams Land Use Study. The purpose of the study is to create a buffer area around Camp Williams to limit or prevent uses not compatible with military training.
 - 3) The Property is generally located on a hillside. Juniper sagebrush habitat is present on the Property. Pronghorn antelope frequent the Property. Predatory birds hunt in the fields on the Property.
- E) The natural, scenic, open space, agricultural and other characteristics of the Property, and its current use and state of improvement, are described in the “**Baseline Documentation Report**” prepared by Utah Open Lands Conservation Association, and dated October 26, 2020 (“**Report**”). The Report has been acknowledged in writing by the Parties to be complete and accurate as of the date of this Easement (see **Exhibit C** attached hereto and incorporated by reference. The Parties each shall keep signed copies of this Report; in addition, Grantee has provided a copy of the Report to Camp W.G. Williams. Grantee will use the Report to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.
- F) Grantee is qualified to be a holder, as defined in Utah Code § 57-18-3, of a Conservation Easement interest.

CONSERVATION EASEMENT:

NOW, THEREFORE, for the consideration of \$3,340,500.00, and for the reasons given, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to the Grantee, its successors and assigns, a perpetual Conservation Easement, consisting of the rights and restrictions enumerated herein, over and across the Property (the “**Easement**” or the “**Deed**”), exclusively for the purpose of conserving and forever maintaining the natural, scenic and open space character of the Property as well as preserving the availability of the Property for agricultural use compatible with the training mission of Camp W.G. Williams.

1. Purpose. It is the purpose of this Easement to protect the ACUB Purpose and the Conservation Values, and to preserve the continued natural, scenic, open space, wildlife habitat and/or agricultural uses of the Property, as provided herein and to preclude the right to develop and construct structures on the Property, except as provided herein (“**Purpose**”). The Parties agree that the uses permitted herein, and the restrictions provided herein are consistent with the ACUB Purposes and preservation of the Conservation Values, as described in the Recitals, above.

2. Permitted Uses of Property. The following uses and practices by Grantor, though not an exhaustive recital, are consistent with this Easement. Certain of these consistent uses and practices are identified as being subject to specified conditions or to the requirement of and procedures for prior approval by the Grantee. Procedures for prior approval are listed below. The remainder of these consistent uses shall not be precluded, prevented, or limited by this Easement.
 - 2.1. Agricultural and Other Activities. It is the intention of the Parties to preserve the ability of the Property to be agriculturally productive, including the continued grazing of livestock, as well as the preservation of the open space character and scenic qualities of the Property. The Property may not be used for industrial activities, or for commercial activities other than those related to ranching, agriculture and hunting.
 - 2.2. Agricultural Structures. The Grantor may maintain, repair, remodel and replace existing structures and construct new minor agricultural structures under 2,500 square feet in size, such as loafing sheds, corrals, water lines, water tanks and other similar structures, provided the new structures, improvements and buildings are intended for and are used solely for agricultural purposes conducted on the Property, and are not used or occupied as residential structures, subject to notice to Grantee pursuant to Paragraph 17 and Grantee's Approval. All structures permitted in this Paragraph 2.2 are subject to the Height limitations described in Paragraph 2.9, below.
 - 2.3. Agricultural Practices. The Grantor may utilize normal or acceptable practices required for agricultural production on the Property, including the use of pesticides, herbicides and agricultural sprays and fertilizers considered appropriate for raising crops, provided such use is in accordance with applicable laws and regulations and the manufacturers specifications and limitations for such use.
 - 2.4. Grazing. Grantor may permit grazing of livestock on the Property provided that at all times Grantor shall utilize good grazing and range management practices that prevent pasture deterioration and over-grazing and which protect the Conservation Values of the Property.
 - 2.5. Fencing. All fencing on the Property (except within the agriculturally productive areas of the Property which Grantor determines to require protection to prevent loss from wildlife damage), including all exterior boundary fencing, shall be compatible with the movement of wildlife across the Property.
 - 2.6. Roads. Maintenance of existing roads documented on the Baseline Documentation Report is allowed. New roads may be constructed if they are approved in advance by Grantee in its discretion. The Access Road described in Paragraph 2.12 is permitted subject to the terms of Paragraph 2.12.
 - 2.7. Paving; Driveway; Utilities. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other impervious paving materials. Grantor may install, construct and maintain utilities (including above-ground utilities) for the benefit of the Property, but for no other properties except with the written approval of the Grantee.
 - 2.8. Recreational Vehicle Usage. Grantor reserves the right to use recreational vehicles on the Property, including but not limited to all-terrain vehicles (ATVs) and utility task (terrain) vehicles (UTVs), motorcycles, snow mobiles, and horse trailers, provided they are not used as living quarters.

- 2.9. Height Limitation; Measurement of Height. No utilities, building, structure or improvement on the Property shall exceed twenty-five (25) feet in Height. For purposes of this Easement “**Height**” is defined as the vertical distance from the low point of the grade at the structure perimeter to the high point of the structure. For the purposes of this Easement, “Grade at the structure perimeter” means that either the natural grade or the finished grade, whichever is lower in elevation.
- 2.10. Utilities. Grantor reserves the right to install, construct, and maintain underground and overhead utilities necessary for the permitted uses of the Grantor, provided that no overhead utilities shall exceed twenty-five (25) feet in Height, and provided that Grantor has obtained the approval of Grantee for the location of the utilities, which approval shall not be unreasonably withheld.
- 2.11. Hunting and Fishing. Hunting and fishing is permitted on the Property in accordance with applicable laws and regulations.
- 2.12. Water Tower/Renewable Energy Site. Grantor has designated two (2) potential sites (“**Potential Sites**”) for the one permitted Water Tower Renewable Energy Site (“**Site**”) on the Property, as shown on the attached Exhibit B. Prior to construction Grantor shall designate one of the Potential Sites as the final Site and submit a survey of the final Site to the Grantee for its review and approval. Once the survey of the final Site has been approved, the Parties shall record a notice in which the final Site is described and depicted, and the right to use the other Potential Site is terminated. Within the designated Site the Grantor may construct a water tower or renewal energy generation facilities, provided that no facility shall be higher than 25 feet in Height. Grantor has also designated a fifteen (15) foot wide “**Access Road**” to the Potential Sites in the location shown on Exhibit B. After the final Site has been designated upon notice to Grantee, Grantor may construct the Access Road to the designated Site; the Access Road may be covered with gravel or other permeable surface, but shall not be paved or covered with other impermeable surfacing.
3. Prohibited Uses. Any activity on or use of the Property inconsistent with the Purpose of this Easement is prohibited. In addition to the above statement, the following uses and activities are restricted or expressly prohibited:
- 3.1. No Residential Structures, Buildings or Improvements. The construction or placement of any residential living quarters on the Property, including structures, trailers, mobile homes or other temporary living use, is prohibited.
- 3.2. Subdivision. At all times the Property shall be owned and conveyed only in its entirety as a single parcel. The partition in kind, division or subdivision of the Property, whether by physical or legal process, including but not limited to condominium interests, time-sharing, and the partition of undivided interests or subdivision by any judicial or non-judicial foreclosure, is prohibited. This does not preclude sale of undivided interests in the Property; however, all co-owners are subject to the prohibition on subdivision in this Easement and the other terms and conditions of this Easement.
- 3.3. Commercial and Industrial Activities. The Property may not be used for industrial activities, or for commercial activities other than those uses related to farming, agriculture, and hunting, and the uses permitted in the designated Site described in Par. 2.12, above.

- 3.4. Boundary Line Adjustments. No boundary line adjustment shall be allowed without the approval of Grantee, in its discretion, or which results in any increased density of development on or off the Property, nor shall this Property be used for calculating density of development or permitted uses on any other property or for the purpose of increasing the density of development or uses that might be permitted on any other property.
- 3.5. Roads. No roads shall be constructed, maintained, repaired, or improved except as permitted in Paragraphs 2.6 and 2.7 above.
- 3.6. Paving; Driveway. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or other paving materials.
- 3.7. Signs and Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property, except for an appropriate and customary property identification sign, "for sale" or "for lease" signs alerting the public to the availability of the Property for purchase or for lease, "no trespassing" signs, and signs regarding the private leasing of the Property for recreational use. No signs shall diminish, impair or interfere with the Conservation Values of the Property or the Purpose of this Easement.
- 3.8. Mining, Waste Dumping or Other Prohibited Uses. The mining or extraction of soil, sand, gravel, rock, stone, decorative stone, oil, natural gas, fuel, or any other mineral substance, of any kind or description, is prohibited on or under the Property.
- 3.9. Topographical Changes. Any alteration of the topography of the Property or other natural features of the Property other than for construction of the improvements permitted herein and other than for agricultural uses permitted herein, including by digging, excavating, cutting, or filling, is prohibited, unless approved by Grantee.
- 3.10. Trash. The dumping or uncontained accumulation of trash or refuse on the Property is prohibited.
- 3.11. Hazardous Materials. The storage, dumping or other disposal of "**Hazardous or Toxic Materials**" or of non-compostable refuse on the Property is prohibited. For the purpose of this Easement "Hazardous or Toxic Materials" shall be taken in its broadest legal context and shall include any petroleum products as defined in ASTM Standard E 1527-05 and any hazardous or toxic substance, material or waste that is regulated under any federal, state or local law. Notwithstanding anything in this Easement to the contrary, the prohibitions in this Easement do not make or allow the Grantee to become an owner or operator of the Property, nor does it permit the Grantee to exercise physical or managerial control over the day-to-day operations of the Grantor or control any use of the Property by the Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, that the Grantee may bring an action to protect the Conservation Values of the Property, as described in this Easement. (The prohibitions in this Easement do not impose liability on the Grantee for Hazardous or Toxic Materials, nor shall the Grantee be construed as having liability as a "responsible party" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ["CERCLA"] as amended, or similar federal or state statute.). Nothing in this paragraph shall prohibit the use of chemicals and products in accordance with applicable laws and manufacturer's instructions.

- 3.12. Motorized Vehicles. The use of motorized vehicles off of roads, except as necessary for agricultural and property maintenance, and except as allowed under Section 2.8, above, is prohibited.
- 3.13. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage (including mitigation of fire risks). Dead trees may also be cut for firewood and other uses on the Property. Commercial timber harvesting on the Property is prohibited.
- 3.14. Water Rights. No water rights are encumbered by this Easement.
4. Rights to the Grantee. To accomplish the Purpose of this Easement the following rights are granted to the Grantee:
 - 4.1. To preserve and protect the Conservation Values of the Property and the training mission of Camp W.G. Williams.
 - 4.2. To enter upon the Property at reasonable times and normally upon 48 hours' notice to Grantor, in order to monitor compliance with and otherwise enforce the terms of this Easement. The Grantee shall also have the right of immediate entry if, in its reasonable judgment, such entry is necessary to prevent damage to or the destruction of the Conservation Values. The Grantee may utilize vehicles and other reasonable modes of transportation for access purposes. The access routes to the Property shall be designated by the Grantor so as to minimize disturbance to the Property.
 - 4.3. To require Grantor to perform restoration, rehabilitation, or improvement work on the Property deemed necessary to protect or restore the Conservation Values of the Property safeguarded by this Easement, at Grantor's own cost.
 - 4.4. To prevent any activity on or use of the Property that is inconsistent with the purposes of this Easement or which may be reasonably expected to have material adverse impact on the Conservation Values of the Property, and to require the restoration of such areas or features of the Property that are materially damaged by any inconsistent activity or use.
 - 4.5. To place and maintain on the Property signs concerning the surrounding landscape, and the existence and terms and of this Easement. The size, location, design and content of such signs shall be determined through mutual agreement of the Grantor and the Grantee.
5. Rights Retained by Grantor. Grantor reserves to Grantor and to Grantor's successors and assigns all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited or restricted herein and that are consistent with the Purpose of this Easement.
6. Responsibilities of the Grantor and the Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligation of the Grantor as owner of the Property. Among other things, this shall apply to:
 - 6.1. Taxes. The Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property, if any, including without limitation any taxes

imposed upon, or incurred as a result of, this Easement, and any taxes resulting from a change in the status of the Property under the 1969 Farmland Assessment Act, as amended, or under the Applications for Assessment and Taxation of Agricultural Land recorded August 24, 2016 as Entry No. 81010:2016.

- 6.2. Upkeep and Maintenance. The Grantor shall continue to be solely responsible for the upkeep, maintenance and preservation of the Property, including weed control and eradication, to the extent it may be required by law and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property. The Grantee shall have no obligation for the upkeep or maintenance of the Property based upon this Easement.
7. Notification of Threat; Enforcement.
- 7.1. Grantor and Grantee shall each promptly notify the other of any event or condition that could reasonably be likely to result in a violation of this Easement, or any threat to the Conservation Values of this Easement. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee shall give Grantor written notice of the violation and sixty (60) days within which to correct the violation, before filing any legal action, during which time the parties agree to engage in mediation if requested by either party. Thereafter, if a court with jurisdiction determines that a violation may exist, is threatened or has occurred, the aggrieved party may obtain an injunction to stop it, temporarily or permanently, in addition to such other relief as the court deems appropriate. A court may also issue an injunction requiring the violating party to restore the Property to its condition prior to the violation.
- 7.2. Any failure by either party to discover a violation or forbearance by the other party, or to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor, shall not be deemed or construed to be a waiver of such term of any subsequent breach of the same, or any other term of this Easement, or of any such party's rights under this Easement. No delay or omission by either party in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver and Grantor hereby waives the defenses of estoppel, laches or waiver.
8. Public Access. No general right of access by the public to any portion of the Property is conveyed by this Easement.
9. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury or change to the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and natural earth movement, acts of trespassers or vandals, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such natural events. Grantor understands that nothing in this Easement relieves the Grantor of any obligation or restriction on the use of the Property imposed by law.
10. Transfer of Easement. The United States Department of the Army ("Army") may require transfer of this Easement to the Army, as provided in Paragraph 25.1, below. In addition, this Easement is transferable by the Grantee, but Grantee may assign its rights and obligations under this Easement only to an organization that is approved in writing by the Grantor (which approval shall not be unreasonably withheld), and by the Army and the National Guard Bureau, and which is a qualified

holder of an Easement for Conservation under applicable law. As a condition of such transfer, the Grantee shall require that the conservation purposes that this grant is intended to advance continue to be carried out and that the Grantee assumes the rights, restrictions and obligations under this Easement. Grantee shall notify the Army and the National Guard Bureau not less than forty-five (45) days in advance of any proposed transfer of this Easement. Subject to the approval of the Army as provided herein, and subject to the terms of the Cooperative Agreement, The Conservation Fund may transfer its interest in this Easement to The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation, 1488 Main St, Salt Lake City, UT 84115 (which address shall be used for the purpose of Notices as provided in Paragraph 17, in the event of assignment of this Easement to The Utah Open Lands Conservation Association, Inc.) or other similar private conservation organization which has similar conservation goals as The Conservation Fund, and which is (a) an entity described in I.R.C. Section 501(c)(3); (b) a "qualified organization" under I.R.C. Section 170(h)(3); and (c) qualified to be a holder, as defined in Utah Code §§ 57-18-3 and 57-18-4.

11. Transfer of Property. If Grantor sells or transfers the Property or a possessory interest in the Property, the document of conveyance or possession shall expressly refer to this Easement and reference its recording information.
12. Amendment of Easement. This Easement may be amended only with the written consent of the Grantee, the Grantor and the Army, by an instrument duly executed and recorded in the real property records of Utah County, Utah. Any such instrument shall be consistent with the Purpose of this Easement, shall not affect its perpetual duration or its qualification as a Conservation Easement under applicable law, and shall not permit uses inconsistent with preservation of the Conservation Values of the Property and the ACUB Purpose.
13. Hold Harmless. Grantor shall hold harmless, indemnify, and defend the Grantee, and its members, directors, officers, employees, agents, and contractors and their heirs, personal representatives, successor and assigns of each of them (collectively, "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with (1) injury 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, regardless of cause, unless due to the negligence (in which case liability shall be apportioned in accordance with Utah or federal law, as applicable) or intentional acts or omissions of any of the Indemnified Parties; (2) the obligations of Grantor and the Grantee specified herein and the obligations of the Grantee under the Enforcement paragraph, above; and (3) the presence or release of Hazardous or Toxic Materials on, under or about the Property.
14. Termination of Easement.
 - 14.1. This Easement constitutes a real property interest immediately vested in the Grantee which the Parties stipulate to have a fair market value in the amount of the "**Grantee's Proceeds**" described below, which proportionate value the Parties agree shall remain constant for purposes of this Easement.
 - 14.2. Extinguishment, termination or condemnation of this Easement can only occur (a) if a court with jurisdiction determines that conditions on or around the Property have changed so much that none of the conservation purposes of this Easement created by this Easement can continue to be fulfilled, and (b) with the approval of Grantee and the Army.

- 14.3. If a court with jurisdiction determines that conditions on or around the Property have changed so much that none of the conservation purposes of the easement created by this Easement can continue to be fulfilled, the court, at the joint request of Grantor and Grantee, and with the approval of the Army, may terminate this Easement. In such circumstances, or if condemnation of all or any part of the Property by public or permitted authority terminates the Easement, and the Property is sold or taken for public or permitted use in whole or in part, then Grantor and the Grantee shall act jointly to recover the full fair market value of the affected portion of the Property valued as unencumbered by this Easement and all damages resulting from the condemnation or termination, and the Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award in an amount which is at least equal to the ratio of the value of this Easement to the unrestricted fair market value of the Property as these values are determined as of the date of the granting of this Easement (the "**Grantee's Proceeds**"). All expenses reasonably incurred by the Grantor and the Grantee in connection with condemnation shall be paid out of the total amount recovered prior to the allocation of such damages award between Grantor and the Grantee, as described in this paragraph
- 14.4. The allocation of Grantee's Proceeds between the Grantee and the Army will be as follows: (a) the Grantee twenty-five percent (25%) and (b) the Army seventy-five percent (75%). Until such time as the Grantee and the Army receive the Grantee's Proceeds from the Grantor the Grantee and the Army each have a lien against the Property for the amount of the Grantee's Proceeds due each of them. If proceeds from termination, extinguishment, or condemnation are paid directly to Grantee, the Grantee must reimburse the Army for the amount of the Grantee's Proceeds due to the Army
- 14.5. To the extent permitted or required by law, the Grantee shall use the Grantee's Proceeds consistently with the conservation purposes of this Easement.
- 14.6. Notwithstanding the foregoing, at any time the Army has rights of enforcement, this Easement shall not be terminated, in whole or in part, without the written approval of the Army.
- 14.7. In making this Grant the Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both the Grantor and the Grantee that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement in whole or in part. In addition, the inability of the Grantor, or Grantor's heirs, successors, or assigns, to conduct or implement any or all of the uses permitted under the terms of this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for termination of this Easement in whole or in part.
15. Perpetual Duration. This Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. A party's rights and obligations under this Easement terminate upon transfer of the party's interest in this Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

16. Approvals. Certain activities herein are allowed only if the permission of the Grantee is first obtained. When approval of the Grantee is required, the Grantor must give notice to the Grantee of the intention to undertake any activity which requires approval but is otherwise permitted herein. The notice shall inform the Grantee of all aspects of the proposed activity, including location, design, materials or equipment to be used, dates and duration, and any other relevant information and must be deemed sufficient by the Grantee in its discretion for review of the proposed activity to constitute proper notice. The Grantee shall make reasonable efforts to respond to such notice in a timely manner and shall take no more than forty-five (45) days from the receipt of the notice to review the proposed activity and to notify the Grantor of any objections thereto. Grantee shall inform the Grantor if additional information or time is required by the Grantee to respond to the notice. Except as provided herein where the Grantee's approval may be withheld in its discretion, the approval may be withheld only upon a reasonable determination by the Grantee that the action as proposed would be inconsistent with the purpose of this Easement and materially adversely impact the Conservation Values of the Property; the reason(s) for such determination shall be set forth with specificity by the Grantee in such written notice to Grantor. If, within the time specified above, the Grantee does not approve or disapprove the proposed activity or does not inform the Grantor that additional information or time is needed, then the proposed activity shall be deemed consistent with the Easement and the Grantee shall have no further right to object to the activity identified by the notice, provided the activity is conducted in accordance with the proposal contained in the notice to the Grantee. The Grantor shall be responsible for all costs of the Grantee associated with the approval, including the Grantee's attorneys' fees, unless the Parties agree otherwise.

17. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by Federal Express or other similar courier service specifying the earliest available delivery, or by certified mail, return receipt requested, to the following addresses:

Grantor:

Shirley Butterfield, Ltd.
 c/o Shirley Butterfield
 12256 South 4000 West
 Riverton, Utah 84096

Grantee:

The Conservation Fund
 1655 N. Fort Myer Drive, Suite 1300
 Arlington, VA 22209
 Attention: General Counsel

Any notice required to be given to the Army shall be given to the following address:

Camp W.G. Williams

Paul Raymond
 Real Property Manager
 Utah National Guard
 Camp Williams
 17800 Camp Williams Road

Bluffdale, UT 84065
 801-755-9517
 paul.g.paymond.nfg@mail.col

With a copy to:
National Guard Bureau

NGB-IES-N
 Attn: ACUB Program Manager
 111 S. George Mason Dr.
 Arlington, VA 22204

or to such other address as either Party or the Army from time to time shall designate by written notice to the other.

18. Grantor's Title Warranty; Access. The Grantor warrants that it has good and sufficient title to the Property, that the Grantee has access to the Property for the purposes described in this Easement, that any mortgages, deeds of trust or monetary liens encumbering the Property are subordinate to the terms of this Easement, and hereby promises to defend the same against all claims from any persons claiming by through or under Grantor. Grantor hereby grants to the Grantee the right to access the Property for the purposes described herein, across any easements, rights of way or routes of access of any kind or description, now owned or later acquired by the Grantor, and to ensure that at all times the Grantee has full right of access to the Property for the purposes described in this Easement. The Parties intend that this Easement encumber the Property, including any and all soil, sand, gravel, oil, natural gas, fuel, rock, stone or any other mineral substance of any type or character on or thereunder, whether any such interest is now owned or is later acquired by the Grantor.
19. Grantor's Environmental Warranty. The Grantor warrants that it has no knowledge of a release or threatened release of Hazardous or Toxic Materials on the Property and promises to defend and indemnify the Grantee, its successors and assigns, against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from breach of this warranty.
20. Grantor's Other Warranties. Grantor is duly authorized, properly organized and in good standing, and has taken all necessary actions to execute this Easement and this Easement is enforceable against Grantor in accordance with its terms. Grantor is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property or this Easement.
21. No Transfer of Development Rights. Grantor hereby grants to the Grantee all development rights except as specifically reserved herein, for the limited purpose of ensuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Grantee or any other party, on or transferred off of the Property to any other property adjacent or otherwise. Under no circumstances shall any portion of the Property be used for the purpose of calculating or giving credits, which result in additional density of development, beyond what is allowed in this Easement, on or off of the Property. Grantor shall not grant access across the Property to or for the benefit of any other

Property without the prior written permission of the Grantee which permission it may withhold in its discretion.

22. Acceptance. As attested by the signature of the individuals having authority to sign on behalf of the Grantee affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.
23. Recording. The Grantee shall record this instrument in timely fashion in the official records of Utah County, Utah, and may re-record it at any time as may be required to preserve its rights in this Easement.
24. Non-Merger. Unless the Parties expressly state in writing that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement.
25. Enforcement Rights of the Army.
 - 25.1. Department of the Army Assistance. This Easement was acquired with assistance from and is subject to the rights of the Army under the provisions of 10 U.S.C. §2684a. If requested by the Army in the future, the Grantee agrees to transfer to the United States all or any portion of this Easement as necessary to ensure that the Property is developed and used in a manner appropriate for purposes of 10 U.S.C. §2684a.
 - 25.2. Third Party Enforcement Rights. To ensure that the Conservation Values of this Easement are protected into perpetuity, the Army is granted the same rights of enforcement as Grantee holds pursuant to the terms of this Easement. Further, should the Grantee fail to enforce any material terms or conditions of this Easement and permit the Property to be used or developed in any manner inconsistent with such terms or conditions, then the United States, through the Secretary of the Army, shall have the right to enforce such terms or conditions, or request the transfer of an interest in the Property sufficient to protect its interest as required by 10 U.S.C. §2684a (d)(5)(A). No failure on the part of Grantee to enforce any of the terms or conditions of this Conservation Easement shall discharge or invalidate such term or condition, or shall affect the right of the Army to enforce the same in the event of a subsequent breach of this Easement.
 - 25.3. Notice. In the event the Army determines it will exercise its right of enforcement, the Army shall provide written notice by certified mail, return receipt requested, to Grantee and Grantor at the last known address for each entity. The notice shall set forth the nature of the violation and a sixty (60) day period to cure. If Grantee or Grantor fails to cure within the sixty (60) day period, the Army may take the action specified under the notice. The Army reserves the right to decline to provide a period to cure if it determines that imminent harm may result to the ACUB Purpose, Conservation Values or other interest in the Easement it seeks to protect.
26. Severability; Enforceability. 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. This Easement is intended to be enforceable by the Grantee under any applicable law, including the laws of the United States, and

Utah Code § 57-18-1, *et seq.*, and/or as a covenant, equitable servitude, restriction, easement, appurtenant easement or as otherwise enforceable under law or in equity.

27. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
28. Joint Obligation. In the event the Property is owned by more than one owner, all such owners shall be jointly and severally liable for the obligations imposed by this Deed upon Grantor.
29. Entire Agreement; Recitals, Exhibits. The Recitals and Exhibits are incorporated into this Easement and are an integral part of this Easement. This instrument sets forth the entire agreement of the Parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.
30. 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.
31. Termination of Rights and Obligations. A Party's rights and obligations under this Easement terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
32. Liberal Construction; Interpretation. This Easement shall be liberally construed in favor of the grant to effect the Purpose of this Easement. If any provision in this instrument is found to be ambiguous, an interpretation consistent with ensuring continuation of the Purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this Easement or to disputes between the Parties concerning the meaning of particular provisions of this Easement.
33. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the United States and the laws of the state of Utah.
34. Authority to Execute. Each Party represents that such Party has full power and authority to execute and deliver this Easement for Conservation, to perform its obligations under this Easement, that the individual(s) executing this Easement on behalf of said Party is(are) fully empowered and legally authorized to do so, and that this Easement constitutes a valid, enforceable, and legally binding obligation of said Party.
35. Requirements for Creation; Notice Concerning Conservation Easements in Utah.
 - 35.1. Grantor acknowledges that within ten (10) days after this Easement is recorded, Grantor shall deliver to the assessor of the county in which the Property is located a copy of this Easement and proof that this Easement has been recorded, as provided in Utah Code Section 57-18-4(2)(b).
 - 35.2. Grantor acknowledges receipt from Grantees of notice, as provided in and in compliance with Utah Code Section 57-18-4(4), at least 3 days prior to the granting of this Easement,

advising Grantor that this easement is a perpetual restriction on the use of Grantor's Property limiting the use of the Property to those uses described in the Easement, that the Easement may be enforced by the Grantee, that it is legally possible to create other types of conservation easements, including ones that are not perpetual, that easements may be donated or sold, and that the Grantor should contact an attorney concerning any possible legal and tax implications of granting a conservation easement prior to granting this Easement.

TO HAVE AND TO HOLD this Deed of Conservation Easement unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF Grantor and the Grantee have executed this Easement for Conservation on the date first written above.

GRANTOR:

SHIRLEY BUTTERFIELD, Ltd., a Utah Limited Partnership

By: [Signature]
Title: Trusted general partner

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15 day of December, 2020, by Jay N. Butterfield as General Partner of Shirley Butterfield, Ltd., a Utah Limited Partnership, as Grantor and owner of the Property.

WITNESS my hand and official seal.

My commission expires: 8/4/2024
(SEAL)

[Signature]
Notary Public

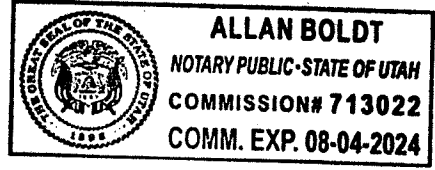


EXHIBIT A
Description of Property

Utah County, Utah

BEGINNING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, SOUTH 00°10'27" WEST, ALONG THE SECTION LINE COMMON WITH SECTIONS 13 AND 14, A DISTANCE OF 751.75 FEET;

THENCE, WEST, A DISTANCE OF 676.46 FEET;

THENCE, SOUTH, A DISTANCE OF 1424.31 FEET;

THENCE, SOUTH 89°59'27" EAST, A DISTANCE OF 672.13 FEET TO SAID SECTION LINE COMMON WITH SECTIONS 13 & 14;

THENCE, SOUTH 00°10'27" WEST, ALONG SAID SECTION LINE, A DISTANCE OF 499.90 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14;

THENCE, NORTH 89°02'13" WEST, ALONG THE EAST-WEST CENTER QUARTER LINE, A DISTANCE OF 2687.78 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 14;

THENCE NORTH 01°04'15" EAST, ALONG THE NORTH-SOUTH CENTER QUARTER LINE, A DISTANCE OF 1328.13 FEET TO THE EAST-WEST 40-ACRE LINE OF THE NORTHWEST QUARTER OF SECTION 14;

THENCE, NORTH 89°02'48" WEST, ALONG SAID EAST-WEST 40-ACRE LINE, A DISTANCE OF 1356.42 FEET TO THE NORTH-SOUTH 40-ACRE LINE OF SAID NORTHWEST QUARTER OF SECTION 14;

THENCE NORTH 00°45'35" EAST, ALONG SAID NORTH-SOUTH 40-ACRE LINE, A DISTANCE OF 1327.91 FEET TO THE SECTION LINE COMMON WITH SECTIONS 11 AND 14;

THENCE, SOUTH 89°03'23" EAST, ALONG SAID SECTION LINE, A DISTANCE OF 1363.63 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 14;

THENCE, SOUTH 89°27'38" EAST, ALONG THE SECTION LINE COMMON WITH SECTIONS 11 AND 14, A DISTANCE OF 2646.02 FEET TO THE NORTHEAST CORNER OF SECTION 14 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINS 182.640 ACRES, MORE OR LESS

EXHIBIT B

Map of the Property

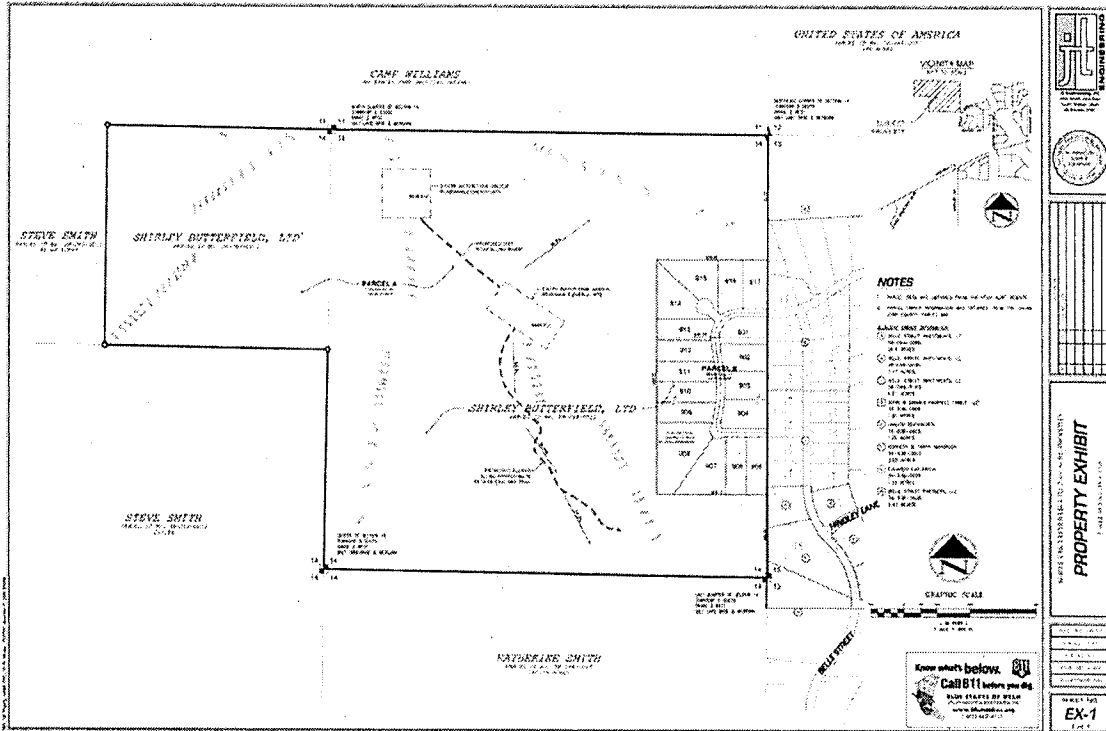


EXHIBIT C
Acknowledgement of Baseline Documentation Report

The undersigned Grantor, Shirley Butterfield, Ltd., a Utah Limited Partnership, acknowledges that the "Butterfield Property Baseline Documentation Report" prepared by Utah Open Lands Conservation Association and dated October 26, 2020, is an accurate representation of the biological and physical condition of the Shirley Butterfield Ltd. Property as of the date of conveyance of the Conservation Easement.

GRANTOR: Shirley Butterfield, Ltd., a Utah Limited Partnership
By:  12/15/2020
Date
Title: ~~Trustee~~ general partner

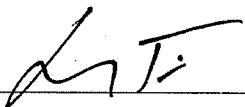
EXHIBIT C

Acknowledgement of Baseline Documentation Report

The undersigned Grantee, The Conservation Fund, acknowledges that the "Butterfield Baseline Documentation Report" prepared by Utah Open Lands Conservation Association and dated October 26, 2020, is an accurate representation of the biological and physical condition of the Shirley Butterfield Ltd. Property as of the date of conveyance of the Conservation Easement.

GRANTEE:

The Conservation Fund, a Maryland non-profit corporation

By: 

12/16/20
Date

Title: Asst. Sec.