

WHEN RECORDED, MAIL TO:

Francis City
Attn: Mayor
2317 South Spring Hollow Road
Francis, Utah 84036

ENTRY NO. 01185690

03/22/2022 02:18:19 PM B: 2730 P: 0710

Easements PAGE 1/24
RHONDA FRANCIS, SUMMIT COUNTY RECORDER
FEE 40.00 BY REX CAMPBELL



APNs: _____

**AGRICULTURAL CONSERVATION EASEMENT
(OPEN SPACE)**

THIS AGRICULTURAL CONSERVATION EASEMENT is made this 27 day of January, 2022 by STEWART FIELDS LLC, a Utah limited liability company, and ESTATES MANAGERS, LC, a Utah limited liability company (collectively, "Grantor"), in favor of FRANCIS CITY, a municipal corporation and political subdivision of the State of Utah ("Grantee").

RECITALS:

WHEREAS, Grantor hereby represents and acknowledges it is the sole owner in fee simple title of certain real property located within Francis City, Summit County, State of Utah, which property is more particularly described herein at Section 2, hereinafter referred to as the "Property";

WHEREAS, the Property possesses open spaces as shown on the plats consisting of wildlife, agricultural, pasture land upland and/or wetland values (collectively referred to as "Open Space") of great importance to Grantor, Grantee, and the public;

WHEREAS, Grantor intends that the Open Space on the Property be preserved and maintained by continuation of the use of the Property in such a way which does not significantly impair or interfere with open space and which provides for appropriate natural, open space, agricultural, pasture land, recreational uses of the Property;

WHEREAS, Grantor intends to preserve and protect the Open Space as shown on the applicable plat(s) and to protect the Property from future home subdivision development in perpetuity through this Easement and dedication of the same to Grantee; and

WHEREAS, Grantee is a governmental entity and a tax-exempt entity under Section 501(c) of the Internal Revenue Code qualified to acquire a conservation easement under the terms of Utah Code Ann. § 57-18-3, as amended.

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 the Utah Land Conservation Easement Act as set forth in 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 to preserve and protect

the Open Space, agricultural, and pasture land present on the Property, to have and to hold unto Grantee, its successors and assigns forever.

2. Property. The Property subject to this Easement consists of approximately 71.09 acres of that certain real property located in Francis City, Summit County, State of Utah, which Property is more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference.

3. Current Use and Condition of Property. The Property presently consists of natural open space, pasture, and/or meadows areas. The Property has one or more of the specific Open Spaces as more particularly defined herein.

4. Purpose. Grantor is committed to preserving the Open Space of the Property. The purpose of this Easement is to assure that the Property will be retained forever in its natural, agricultural and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space of the Property. Any use of the Property which may impair or interfere with the Open Space, 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 Open Space of the Property.

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

6. Permitted Uses

a. Subject to the terms and conditions set forth in this Easement, the following activities and/or uses of the Property are hereby express permitted:

i. Enjoyment of Open Space in its natural state.

ii. Grazing of class "B" livestock, as defined by and consistent with Francis City Ordinances, excluding associated buildings or residences and commercial livestock operations involving swine, poultry and mink. Livestock grazing shall be limited to designated areas only and shall require proper management of livestock and good range stewardship techniques to be implemented to protect and preserve the Open Space of the Property. Livestock grazing shall not exceed a degree of use described as good to excellent by the United States Department of Agriculture -Natural Resource Conservation Service, and shall not materially degrade or deteriorate the, range agricultural use for the Open Space of the Property.

iii. Pastureland for sheep, cows and horses in designated areas only and subject to applicable City Ordinances and compliance with any and all applicable regulations of the U.S. Army Corps of Engineers.

iv. Trails or public pathways, outbuildings, for agricultural purposes, yurts, awings.

v. Streams and ponds.

vi. Underground utility facilities and easements for drainage, sewer, water, or other public facilities and purposes, including easements for maintenance access to

such facilities subject to the rules and regulations of the U.S. Army Corps of Engineers and subject to restoration of the Property to its natural condition within a reasonable time frame not to exceed ninety (90) days (subject to weather permitting and reasonable seasonality adjustments), unless otherwise agreed to in writing by Grantee, which restoration shall be conducted to the reasonable satisfaction of Grantee to protect and preserve the Open Space of the Property.

vii. Fencing for traditional agricultural purposes is allowed and new conforming fences may be installed, repaired and replaced, and new fences may be built on the Property as necessary and appropriate in connection with permitted uses hereunder such as grazing and equestrian uses.

b. Subject to the terms and condition set forth in this Easement, the following activities and/or uses of the Property shall also be permitted:

- i. Non-commercial and non-motorized recreational use of the Property, such as trails, bikeways, playing fields, picnic areas, pickleball courts, awnings, and playgrounds.
- ii. Community open space uses, such as village greens, commons, picnic areas, new grass areas, community gardens, fishing facilities, trails, parking and similar low impact passive recreational uses, motorized vehicles and commercial uses.
- iii. Water structures, improvements, marshlands, wetlands, riparian, communities and ponds may be established constructed and maintained on the Property provided such structures or improvements are consistent with the Open Space preservation purposes of this Easement.
- iv. Associated buildings and structures such as pavilions, barns and paddocks (for approved equestrian animals).

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 Open Space is expressly prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- a. Any residential, commercial or industrial activity, except as expressly permitted in this Easement.
- b. Any development, construction or location of any man-made modification or improvements such as buildings, structures, paved roads, or other improvement on the Property, except as expressly permitted in this Easement.
- c. Any filling, dredging, excavating, mining, drilling, or exploration for and extraction of oil, gas, minerals or other resources from the Property.
- d. Any dumping or storing of ashes, trash, garbage or junk on the Property.
- e. The manipulation or riparian communities, none on property except as expressly permitted herein or as approved by the U.S. Army Corps of Engineers, 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 significant Open Space.

f. Except for recreational and control campfires and cooking stoves, and except as may be necessary for agricultural, drainage and fire protection purposes, the burning of any materials on the Property.

g. Establishment or maintenance of any grazing or livestock feedlots on the Property, which shall be defined for purposes of this Easement as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, for purposes of engaging in the business of the reception and feeding of livestock for hire.

h. Any agricultural use of the Property not expressly permitted herein.

i. Advertising of any kind or nature on the Property and any billboards, provided, directory and information signs may be displayed describing the Open Space and prohibited or authorized use of the same. Notwithstanding the foregoing, home seller's signage shall be allowed during sellout of all phases of the subdivision. Excludes direction signage for trail and amenities.

j. Any cutting of trees or vegetation, except as necessary for fire protection, thinning, elimination of diseased growth, control of non-native plant species, maintenance of manicured lawn or landscaped areas, and similar protective measures or those activities relating to permitted agricultural uses.

k. The change, disturbance, alteration, or impairment of the significant natural ecological features and values of the Property or the destruction of other significant conservation interests on the Property.

l. The further subdivision of the Property; except for dedication of the Property as necessary to dedicate approved trails or other appropriate public and private purpose within the Property, or as necessary and desirable to dedicate a portion of the underlying fee to a qualified conservation organization in accordance with the purposes and intent of this Easement for the preservation, protection and enhancement of the Open Space of the Property .

m. Changing the topography of the Property by placing on it any soil, dredging spoils, land fill, or other material, except as necessary to construct the subdivision and conduct specific agricultural purposes or to construct other structures, conditions or improvements as permitted herein. Ponds and waterways are allowed to be built

n. Any development, location, or storage of any personal property, vehicles, recreational equipment, or other residential uses.

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

8. Rights of Grantee. Grantor confers the following rights upon Grantee to perpetually enforce the conditions of this Easement and the Open Space of the Property and to accomplish the purpose of this Easement.

a. Grantee has the right to reasonably enforce the terms of this Easement for the purpose of preserving and protecting the Open Space of the Property.

b. Grantee has the right to enter upon the Property upon no less than thirty (30) days' prior written notice to Grantor, at reasonable times to monitor or to reasonably enforce compliance with this Easement and to inspect and enforce the rights herein granted; provided that such entry shall not unreasonably interfere with 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 Open Space of the Property.

d. Grantee has the right to reasonably require restoration of the areas or features of the Property which are damaged by activity inconsistent with this Easement.

e. Grantee has the right to place reasonable signs on the Property which identify the Property as being protected by this Easement, as approved by Grantor.

f. Grantee has the right to enter on the Property to study and make ecological and scientific observation of the Property and its ecosystems upon no less than thirty (30) days' prior written notice to Grantor.

g. Grantee has the right to engage in activities that restore the biological and ecological integrity of the Property. Possible activities include planting native vegetation.

9. Duties of Grantor. Grantor retains full ownership rights of the underlying fee simple title to the Property upon which this Easement is granted. In accordance with rights reserved in Grantor by this Easement, Grantor shall be subject to all terms, conditions and restrictions of this Easement and shall have the affirmative duty to refrain from conducting or causing to be conducted any action inconsistent with the purpose and provisions of this Easement and to take reasonable actions to preserve and protect the Open Space of the Property.

10. Enforcement of Easement.

a. Notice and Demand. If Grantee determines that Grantor is in violation of this Easement, or that a violation is threatened, Grantee may provide written notice to Grantor of such violation and request corrective action to cure the violation or to restore the Property.

b. Failure to Act. If for a 90-day period after the date of the written notice from Grantee to Grantor, Grantor continues violating the Easement, or if Grantor does not abate the violation and implement corrective measures requested by Grantee, Grantee may bring an action in law or in equity to enforce the terms of the Easement. Grantee is also entitled to enjoin the violation through injunctive relief, seek specific performance, declaratory relief, or an order compelling restoration of the Property.

c. Absence of Grantor. If Grantee determines that the Easement is, or is expected to be, violated, Grantee shall make good-faith efforts to notify Grantor. If, through reasonable efforts, Grantor cannot be notified, and if Grantee determines that circumstances justify prompt action to mitigate or prevent impairment of the Open Space.

d. Injunctive Relief and Restoration. Any violation of the Easement shall be subject to

termination through injunctive proceedings with the imposition of temporary restraining orders or through any other legal means, it being recognized that repair costs and/or other non-injunctive relief would not adequately remedy the violation of the covenants and restrictions of the Easement. In addition, subject to the provisions set forth herein, Grantee shall have the right to enforce the restoration of the portions of the Property actually affected by activities in violation of the Easement to the condition which existed at the time of the signing of this instrument.

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

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

11. Permitted Construction and Maintenance Activities.

a. Grantor hereby reserves the right to enter upon the Property to conduct the following activities: to construct such structures and improvements permitted herein in conjunction with the permitted uses of the Property.

b. This Easement is subject to the rights of Grantor, Francis City or any other agency or utility to enter upon the Property for the construction, installation, operation and maintenance of applicable underground public utilities as permitted herein. The responsible person, entity or utility company in interest, shall, at its sole cost and expense, promptly restore the Property affected by such activities to as near as reasonably practicable the same condition as existed immediately prior to such activities. Nothing herein shall be deemed a grant of an easement to Francis City or to any utility; the foregoing is set forth only to establish uses or activities which may be allowed on the Property.

12. Maintenance. The Property shall be maintained by Grantor in accordance with a reasonable maintenance plan to be adopted by Grantor.

13. 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. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor shall reimburse Grantee for the same within thirty (30) days from receipt of invoicing from Grantee.

14. Indemnification. 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, to the extent arising from Grantor's actions on the Property, unless due to the gross negligence or willful misconduct of Grantee. Grantor shall keep the Property insured with comprehensive general liability insurance against claims for personal injury, death and property damage and shall name Grantee as an additional insured party on all such insurance policies, providing Grantee evidence of such insurance upon request.

15. Cessation of Grantee's Existence. If Grantee shall cease to exist or if Grantee is no longer authorized to acquire and hold Open Space, then this Easement shall become vested in another entity.

16. 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 purpose of the Easement or by exercise of eminent domain in accordance with the provisions set forth herein. Grantee shall not voluntarily or willingly allow the termination of any of the restrictions 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 Grantee as a result of the termination shall be used by Grantee in a manner consistent with the conservation purposes of the Easement. 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.

17. Transfer of Grantor's Interest. Grantor 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 any portion of the Property, including, without limitation, a leasehold interest. Any such transfer of interest shall be subject to the restrictions set forth in this Easement. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way. Upon proper and permitted conveyance of title to the Property, Grantor shall be released from its obligations under this Easement.

18. 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, or to such other address as Grantee or Grantor shall from time to time designate by written notice.

To Grantee:	Francis City Mayor 2317 South Spring Hollow Road Francis, Utah 84036
To Grantor:	Stewart Fields LLC Estates Managers, LC P.O. Box 520370 Salt Lake City, Utah 84152

19. Subsequent Encumbrances. This Easement shall not restrict the right of Grantor or its successors or assigns to execute, deliver and record mortgages in respect of the Property, subject to the terms and conditions set forth herein.

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

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

22. 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.

23. **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.

24. **Joint Obligation.** Subject to the provisions set forth herein, the obligations imposed by this Easement upon Grantor shall be joint and several.

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

26. **Entire Agreement.** This Easement, together with all exhibits, sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions and understandings.

27. **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.

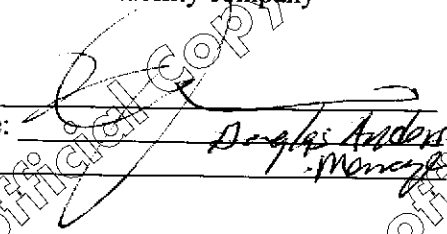
28. **Amendments.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may jointly amend the Easement. Any amendment to this Easement shall be consistent with the purposes of this Easement, shall not affect its perpetual duration, and shall not impair any of the significant Open Space of the Property. Any such amendment shall be in writing, signed by both parties, and recorded in the official records of Summit County, Utah. Any proposed amendments to this Easement shall comply with the Francis City Conservation Easement Amendment Policy, as amended, and shall require, at a minimum, a public hearing before the Planning Commission determination and fourteen (14) day advance notice to the public by publishing notice in a daily newspaper of general circulation in the City.

(Signature page to follow)

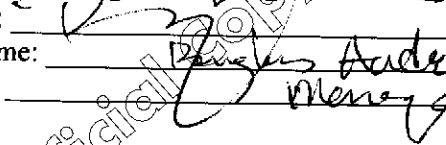
IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

GRANTOR:

ESTATES MANAGERS, LC,
a Utah limited liability company


By: 
Name: Douglas Anderson
Its: Manager

STEWART FIELDS LLC,
a Utah limited liability company

By: 
Name: Douglas Anderson
Its: Manager

GRANTEE:

FRANCIS CITY,
a municipal corporation and
political subdivision of the State of Utah

By: 
Name: JAN BRUSSEL
Its: MAYOR

[SIGNATURES MUST BE NOTARIZED]

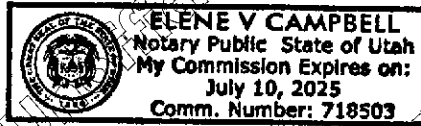
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On January 24, 2022, personally appeared before me, a Notary Public, Douglas K. Anderson, the Manager of Stewart Fields LLC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Stewart Fields LLC, a Utah limited liability company.

WITNESS my hand and official Seal.

Elene V Campbell

Notary Public in and for said State
My commission expires: 7/10/2025



[SEAL]

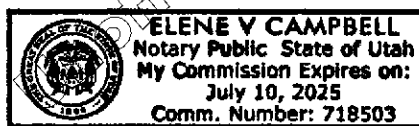
STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On January 24, 2022, personally appeared before me, a Notary Public, Douglas K. Anderson, the Manager of Estates Managers, LC, a Utah limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Estates Managers, LC, a Utah limited liability company.

WITNESS my hand and official Seal.

Elene V Campbell

Notary Public in and for said State
My commission expires: 7/10/2025



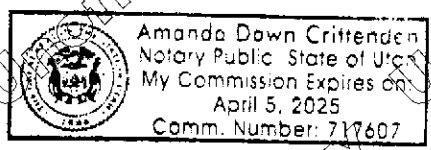
[SEAL]

STATE OF Utah)
COUNTY OF Summit) SS

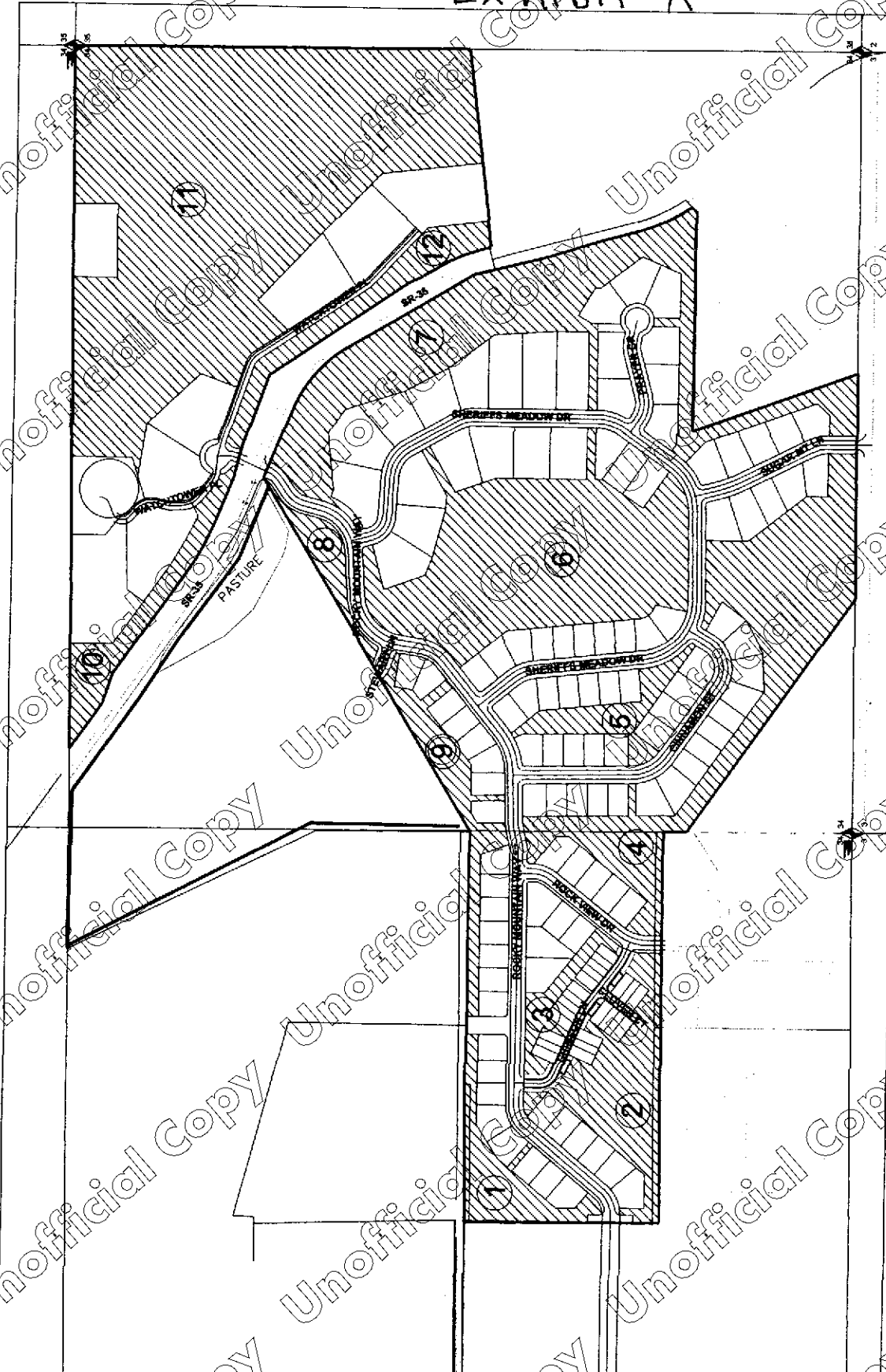
On January 26th, 2023, personally appeared before me, a Notary Public, Jan Brussel, the Mayor of FRANCIS CITY, a municipal corporation and political subdivision of the State of Utah, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of FRANCIS CITY, a municipal corporation and political subdivision of the State of Utah.

WITNESS my hand and official Seal.

Amanda Dawn Crittenden
Notary Public in and for said State
My commission expires: April 5, 2025



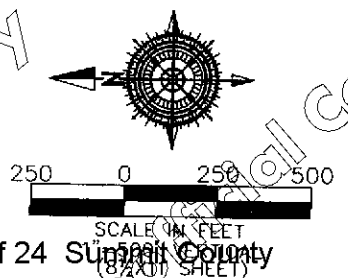
[SEAL]



STEWART RANCHES
 OPEN SPACE LEGALS EXHIBIT
 PRINT DATE: 10-19-2021

G **GATEWAY CONSULTING, Inc**
 P.O. BOX 951005 SOUTH JORDAN, UT 84095
 PH: (801) 694-5848
 paul@gatewayconsultingllc.com

CIVIL ENGINEERING • CONSULTING • LAND PLANNING
 CONSTRUCTION MANAGEMENT



Stewart Ranch Open Space Easement Area 1 Legal Description

Beginning at a point that is South 89°35'44" West, 1337.15 feet along the South section line and 888.09 feet North of the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian; and commencing thence North 0°25'19" West, 417.85 feet; thence North 89°12'30" East, 468.73 feet; thence South 89°13'56" East, 129.39 feet; thence South 88°48'37" East, 40.74 feet; thence South 0°10'17" East, 39.78 feet; thence North 89°57'56" West, 307.00 feet; thence South 56°58'53" West, 136.48 feet; thence South 39°45'46" West, 44.16 feet; thence South 50°14'14" East, 112.00 feet; thence South 39°45'46" West, 20.00 feet; thence North 50°14'14" West, 112.00 feet; thence South 39°45'46" West, 194.14 feet; thence South 0°25'19" East, 66.57 feet; thence South 50°14'14" East, 69.04 feet; thence South 39°45'46" West, 30.61 feet to a point on a 76.00-foot radius curve to the right; thence along the arc of said curve 60.23 feet through a central angle of 47°16'25" (chord bears South 63°23'59" West, 58.54 feet) to a point on an 18.00-foot radius curve to the right; thence along the arc of said curve 11.14 feet through a central angle of 35°27'20" (chord bears North 18°08'59" West, 10.96 feet); thence North 0°25'19" West, 41.05 feet; thence South 89°34'41" West, 27.13 feet back to the Point of Beginning.

Parcel contains 83,567 sp. Ft. (1.92 ac)

Stewart Ranch Open Space Easement Area 2 Legal Description

Beginning at a point that is South 89°35'44" West, 417.58 feet along the South section line and 642.99 feet North of the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian; and commencing thence South 89°42'37" West, 917.77 feet; thence North 0°25'19" West, 89.46 feet; thence East, 27.13 feet; thence North 0°23'30" West, 42.54 feet; thence South 89°57'46" East, 4.06 feet to a point on a 133.00-foot radius curve to the left; thence along the arc of said curve 18.90 feet through a central angle of 8°08'38" (chord bears North 83°47'26" East, 18.89 feet); thence South 0°25'19" East, 83.78 feet; thence East, 116.26 feet; thence North 39°42'46" East, 429.92 feet; thence North 50°14'14" West, 110.43 feet to a point on a 67.00-foot radius non-tangent curve to the right; thence along the arc of said curve 44.23 feet through a central angle of 37°49'15" (chord bears North 71°06'39" East, 43.43 feet); thence South 89°57'56" East, 42.52 feet; thence South 0°02'04" West, 54.17 feet to a point on an 80.00-foot radius curve to the left; thence along the arc of said curve 92.66 feet through a central angle of 66°21'48" (chord bears South 33°08'50" East, 87.57 feet); thence South 66°19'44" East, 17.02 feet; thence South 23°31'00" West, 5.15 feet; thence South 66°29'00" East, 66.25 feet; thence South 23°40'16" West, 67.03 feet; thence South 66°19'44" East, 98.00 feet; thence North 23°40'16" East, 72.00 feet; thence South 66°19'44" East, 39.69 feet; thence South 37°07'16" West, 126.84 feet; thence South 52°52'44" East, 87.00 feet; thence South 37°07'16" West, 5.00 feet; thence South 52°52'44" East, 30.00 feet; thence North 37°07'16" East, 31.00 feet; thence South 52°52'44" East, 87.00 feet; thence North 37°07'16" East, 103.02 feet to a point on a 230.00-foot radius non-tangent curve to the left; thence along the arc of said curve 62.61 feet through a central angle of 15°35'19" (chord bears South 61°29'50" East, 62.42 feet); thence South 69°17'45" East, 13.29 feet to a point on a 176.50-foot radius non-tangent curve to the left; thence along the arc of said curve 35.24 feet through a central angle of 11°26'25" (chord bears South 5°25'06" West, 35.18 feet); thence South 0°17'31" East, 53.91 feet back to the point of beginning.

Parcel contains 155042 sq. ft. (3.56 ac.)

Stewart Ranch Open Space Easement Area 3 Legal Description

Beginning at a point that is South 89°35'44" West, 393.17 feet along the South section line and 787.82 feet North of the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian; and commencing at a point on a 322.99-foot radius curve to the right; thence along the arc of said curve 30.33 feet through a central angle of 5°22'54" (chord bears North 67°42'40" West, 30.32 feet); thence North 37°07'16" East, 59.03 feet; thence North 52°52'44" West, 150.00 feet; thence South 37°07'16" West, 62.00 feet; thence North 52°52'44" West, 10.00 feet; thence North 37°07'16" East, 62.00 feet; thence North 52°52'44" West, 150.00 feet; thence South 37°07'16" West, 96.47 feet; North 66°19'44" West, 20.00 feet; thence North 23°40'16" East, 87.00 feet; thence North 66°19'44" West, 98.00 feet; thence South 23°40'16" West, 72.00 feet; thence North 66°19'44" West, 33.89 feet to a point on a 20.00-foot radius curve to the right; thence along the arc of said curve 23.17 feet through a central angle of 66°21'48" (chord bears North 33°08'50" West, 21.89 feet); thence North 0°02'04" East, 54.17 feet; thence South 89°57'56" East, 278.31 feet; thence South 0°02'04" West, 64.45 feet; thence South 51°47'44" East, 283.25 feet; thence South 38°12'16" West, 72.39 feet to a point on a 184.92-foot radius curve to the left; thence along the arc of said curve 23.39 feet through a central angle of 7°14'53" (chord bears South 34°27'32" West, 23.38 feet) back to the point of beginning.

Parcel contains 35840 sq. ft. (0.82 ac.)

Stewart Ranch Open Space Easement Area 4 Legal Description

Beginning at a point that is South 89°35'44" West, 357.58 feet along the South Section line of Section 34 and North 642.87 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence North 0°17'31" West, 53.91 feet to a point on a 117.00-foot radius curve to the right; thence along the arc of said curve 75.31 feet through a central angle of 36°52'48" (chord bears North 18°08'53" East, 74.02 feet); thence South 51°47'44" East, 119.95 feet; thence North 38°12'16" East, 347.23 feet; thence North 41.70 feet; thence North 51°47'44" West, 119.53 feet; thence North 0°31'39" East, 11.68 feet to a point on a 10.09-foot radius curve to the right; thence along the arc of said curve 15.67 feet through a central angle of 89°00'50" (Chord bears North 45°02'04" East, 14.14 feet); thence South 89°57'56" East, 7.76 feet to a point on a 233.38-foot radius curve to the left; thence along the arc of said curve 54.30 feet through a central point of 13°1'48" (chord bears North 83°21'31" East, 54.17 feet); thence North 76°40'57" East, 40.90 feet to a point on a 191.41-foot radius curve to the right; thence along the arc of said curve 49.11 feet through a central angle of 14°42'02" (chord bears North 84°24'32" East, 48.98 feet); thence South 1°01'54" East, 360.00 feet; thence North 88°58'06" East, 110.00 feet; thence South 1°01'54" East, 9.17 feet to a point on a 180.00-foot radius non-tangent curve to the left; thence along the arc of said curve 15.85 feet through a central angle of 5°02'38" (chord bears South 3°33'13" East, 15.84 feet); thence South 88°58'06" West, 110.70 feet; thence South 1°01'54" East, 131.58 feet; thence South 54°55'01" East, 519.26 feet; thence North 87°41'21" East, 131.12 feet; thence North 61°35'17" East, 127.68 feet; thence North 36°57'54" East, 103.57 feet; thence North 61°21'10" West, 113.37 feet; thence North 29°32'33" East, 14.41 feet to a point on an 8.00-foot radius curve to the right; thence along the arc of said curve 11.28 feet through a central angle of 80°48'45" (chord bears North 69°56'56" East, 10.37 feet) to a point on a 230.00-foot radius curve to the left; thence along the arc of said curve 83.83 feet through a central angle of 20°53'02" (chord bears South 80°05'12" East, 83.37 feet); thence North 89°28'17" East, 206.19 feet; thence South 0°31'43" East, 144.66 feet; thence South 38°15'18" East, 249.59 feet; thence South 0°10'45" East, 73.64 feet; thence North 89°49'15" East, 146.97 feet to a point on a 221.51-foot radius non-tangent curve to the left; thence along the arc of said curve 7.56 feet through a central angle of 1°57'22" (chord bears South 0°29'00" East, 7.56 feet); thence South 87.44 feet; thence South 89°49'15" West, 495.24 feet; thence North 54°55'01" West, 976.03 feet; thence North 0°29'26" West, 78.66 feet; thence South 89°42'37" West, 352.08 feet back to the Point of Beginning.

Parcel contains 363,621 sq. ft. (8.34 ac.)

Stewart Ranch Open Space Easement Area 5 Legal Description

Beginning at a point that is North 89°49'18" East, 268.14 feet along the South Section line of Section 34 and North 658.09 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and said Point of Beginning being on a 120.00-foot radius curve to the right; thence along the arc of said curve 112.86 feet through a central angle of 53°53'07" (chord bears North 27°58'27" West, 108.74 feet); thence North 1°01'54" West, 9.17 feet; thence North 88°58'06" East, 110.00 feet; thence North 1°01'54" West, 360.84 feet; thence North 28°15'05" West, 30.95 feet to a point on a 258.00-foot radius non-tangent curve to the left; thence along the arc of said curve 20.13 feet through a center angle of 4°28'13" (chord bears North 59°36'45" East, 20.12 feet); thence South 39°20'22" East, 122.85 feet; thence South 6°02'29" East, 350.00 feet; thence North 83°57'31" East, 110.00 feet; thence South 6°02'29" East, 16.21 feet to a point on a 230.00-foot radius curve to the left; thence along the arc of said curve 181.56 feet through a central angle of 45°13'43" (chord bears South 28°39'20" East, 176.88 feet) to a point on an 8.00-foot radius reverse curve to the right; along the arc of said curve 11.28 feet through a central angle of 80°48'45" (chord bears South 10°51'49" East, 10.37 feet); thence South 29°32'33" West, 13.30 feet; thence North 54°55'01" West, 363.94 feet; thence South 35°04'59" West, 110.00 feet back to the point of beginning.

Parcel contains 60132 sq. ft. (1.38 ac.)

Stewart Ranch Open Space Easement Area 6 Legal Description

Beginning at a point that is North 89°49'18" East, 744.56 feet along the South Section line and North 571.89 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence North 11°14'18" East, 110.00 feet to a point on a 60.00-foot radius non-tangent curve to the right; thence along the arc of said curve 76.15 feet through a central angle of 72°43'13" (chord bears North 42°24'05" West, 71.14 feet); thence North 6°02'29" West, 452.93 feet; thence North 39°20'22" West, 202.31 feet; thence North 50°39'38" East, 49.66 feet to a point on a 155.04-foot radius curve to the left; thence along the arc of said curve 113.72 feet through a central angle of 42°01'36" (chord bears North 30°03'42" East, 111.19 feet); thence North 9°02'44" East, 80.60 feet to a point on a 145.00-foot radius curve to the right; thence along the arc of said curve 195.83 feet through a central angle of 77°22'50" (chord bears North 47°44'09" East, 181.28 feet); thence North 86°25'34" East, 155.54 feet to a point on a 10.00-foot radius curve to the right; thence along the arc of said curve 13.74 feet through a central angle of 78°43'46" (chord bears South 54°12'33" East, 12.69 feet); thence South 14°50'40" East, 27.18 feet; thence South 75°09'20" West, 157.34 feet; thence South 20°18'29" East, 148.55 feet; thence South 68°02'08" East, 65.25 feet; thence South 75°17'45" East, 173.93 feet; South 87°44'05" East, 45.91 feet; thence North 60°12'16" East, 172.51 feet; South 29°47'44" East, 30.00 feet; South 60°12'16" West, 177.96 feet; thence South 19°29'28" East, 151.42 feet; thence South 304.19 feet; thence East, 174.75 feet; thence South, 30.00 feet; thence West, 173.76 feet; thence South, 23.90 feet; thence South 35°05'24" West, 170.00 feet; thence South 54°54'36" East, 154.58 feet to a point on a 170.00-foot radius non-tangent curve to the right; thence along the arc of said curve 152.82 feet through a central angle of 51°30'23" (chord bears South 63°43'06" West, 147.73 feet); thence South 89°28'17" West, 308.35 feet to a point on a 170.00-foot radius curve to the right; thence along the arc of said curve 34.91 feet through a central angle of 11°46'01" (chord bears North 84°38'42" West, 34.85 feet) back to the Point of Beginning.

Parcel contains 478240 sq. ft. (10.98 ac.)

Stewart Ranch Open Space Easement Area 7 Legal Description

Beginning at a point that is North 89°49'18" East, 1348.63 feet along the South Section line and North 1.04 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence North 0°18'49" East, 89.88 feet to a point on a 121.56-foot radius curve to the left; thence along the arc of said curve 4.10 feet through a central angle of 1°55'57" (chord bears North 0°39'09" West, 4.10 feet); thence North 89°49'15" East, 68.98 feet; thence North 42°05'07" East, 57.95 feet; thence North 19°48'24" West, 398.82 feet; thence North 46°11'27" West, 96.64 feet to a point on a 230.00-foot radius non-tangent curve to the left; thence along the arc of said curve 35.00 feet through a central angle of 8°43'09" (chord bears North 39°26'58" East, 34.97 feet); thence North 35°05'24" East, 26.31 feet; thence South 54°54'36" East, 29.17 feet; thence South 89°19'59" East, 398.34 feet; thence North 0°40'01" East, 92.59 feet to a point on a 57.00-foot radius non-tangent curve to the left; thence along the arc of said curve 30.49 feet through a central angle of 30°38'43" (chord bears South 84°06'53" East, 30.12 feet); thence South 0°40'01" West, 89.85 feet; thence South 89°19'59" East, 150.87 feet; thence North 22°50'50" East, 143.03 feet; thence North 37°18'32" West, 174.24 feet; thence North 20.12 feet; thence North 59°19'38" West, 111.97 feet; thence South 30°40'22" West, 50.93 feet; thence South 22.35 feet; thence West, 294.98 feet; thence North, 30.00 feet; thence East, 264.98 feet; thence North, 110.00 feet; thence North 3°55'11" West, 210.51 feet; thence North 36°43'42" West, 195.38 feet; thence North 28°19'45" West, 168.80 feet; thence North 17°58'42" West, 213.38 feet; thence North 55°39'06" West, 92.90 feet; thence South 84°11'57" West, 197.10 feet; thence North 69°30'09" West, 24.28 feet to a point on a 200.00-foot radius non-tangent curve to the right; thence along the arc of said curve 160.68 feet through a central angle of 46°01'52" (chord bears South 43°30'47" West, 156.39 feet); thence North 14°50'40" West, 13.14 feet to a point on a 10.00-foot radius curve to the right; thence along the arc of said curve 13.44 feet through a central angle of 77°00'25" (chord bears North 23°39'32" East, 12.45 feet) to a point on a 180-foot radius curve to the left; thence along the arc of said curve 150.00 feet through a central angle of 47°44'49" (chord bears North 38°17'20" East, 145.70 feet); thence North 14°24'56" East, 59.58 feet to a point on a 70.00-foot radius curve to the right; thence along the arc of said curve 41°10'22" (chord bears North 35°00'07" East, 49.23 feet); thence North 55°35'04" East, 48.83 feet to a point on a 130.00-foot curve to the left; thence along the arc of said 74.97 feet through central angle of 33°02'32" (chord bears North 38°39'34" East, 73.94 feet); thence South 67°51'02" East, 192.70 feet to a point on a 445.25-foot radius curve to the right; thence along the arc of said curve 276.19 feet through a central angle of 35°32'28" (chord bears South 50°04'48" East, 271.78 feet); thence South 30°24'00" East, 164.71 feet; thence South 31°09'59" East, 344.52 feet; thence South 14°07'31" East, 256.26 feet; thence South 17°20'06" East, 190.88 feet; thence South 15°02'08" East, 120.75 feet to a point on a 606.69-foot radius curve to the left; thence along the arc of said curve 210.08 feet through a central angle of 19°50'23" (chord bears South 24°57'20" East, 209.03 feet); thence South 47°31'05" West, 26.29 feet; thence North 89°33'38" West, 741.66 feet; thence South 19°48'24" East, 596.21 feet; thence North 89°54'08" West, 210.95 feet back to the point of beginning.

Parcel contains 422492 sq. ft. (9.7 ac.)

Stewart Ranch Open Space Easement Area 8 Legal Description

Beginning at a point that is North 89°49'18" East, 550.58 feet along the South Section line and North 1637.85 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence North 58°53'49" East, 726.30 feet to a point on a 70.00-foot radius non-tangent curve to the right; thence along the arc of said curve 33.69 feet through a central angle of 27°34'37" (chord bears South 41°47'59" West, 33.37 ft); thence South 55°35'18" West, 47.91 feet to a point on a 130.00-foot radius curve to the right; thence along the arc of said curve 93.42 feet through a central angle of 41°10'22" (chord bears South 35°00'07" West, 91.42 feet); thence South 14°24'56" West, 59.58 feet to a point on a 120.00-foot radius curve to the right; thence along the arc of said curve 150.82 feet through a central angle of 72°00'38" (chord bears South 50°25'15" West, 141.09 feet); thence South 86°25'34" West, 155.69 feet to a point on a 205.00-foot radius curve to the left; thence along the arc of said curve 205.58 feet through a central angle of 57°27'30" (chord bears South 57°41'49" West, 197.07 feet) to a point on a 10.00-foot radius reverse curve to the right; thence along the arc of said curve 13.84 feet through a 79°16'40" (chord bears South 68°36'24" West, 12.76 feet); thence North 71°45'16" West, 39.69 feet to a point on a 45.00-foot radius curve to the right; thence along the arc of said curve 14.21 feet through a central angle of 18°05'19" (chord bears North 62°42'37" West, 14.15 feet) back to the point of beginning.

Parcel contains 39018 sq. ft. (0.90 ac.)

Stewart Ranch Open Space Easement Area 9 Legal Description

Beginning at a point that is South 89°35'44" West, 641.29 feet along the South Section line and North 1265.09 feet from the South Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence North 40.00 feet; thence North 89°51'34" East, 630.13 feet; thence North 58°56'53" East, 593.16 feet to a point on a 105.00-foot radius non-tangent curve to the left; thence along the arc of said curve 57.87 feet through a central angle of 31°34'32" (chord bears South 55°58'00" East, 57.14 feet); thence South 71°45'16" East, 39.61 feet to a point on a 10.00-foot radius curve to the right; thence along the arc of said curve 14.10 feet through a central angle of 80°48'00" (chord bears South 31°21'16" East, 12.96 feet); thence South 9°02'44" West, 6.85 feet; thence North 80°57'16" West, 115.00 feet; thence South 9°02'44" West, 62.18 feet; thence South 50°39'38" West, 45.34 feet; thence South 39°20'22" East, 113.85 feet; thence South 50°39'38" West, 35.00 feet; thence North 39°20'22" West, 115.00 feet; thence South 50°39'38" West, 241.86 feet; thence South 88°58'06" West, 104.36 feet; thence South 115.02 feet; thence South 88°58'06" West, 17.93 feet; thence North 1°01'54" West, 115.00 feet; thence South 88°58'06" West, 40.39 feet; thence South 58°56'53" West, 39.98 feet; thence South 1°01'54" East, 95.19 feet to a point on a 231.91-foot radius non-tangent curve to the left; thence along the arc of said curve 39.66 feet through a central angle of 9°47'54" (chord bears South 81°36'24" West, 39.61 feet); thence South 76°40'57" West, 34.09 feet; thence North 21°04'22" West, 100.15 feet; thence North 89°57'56" West, 550.05 feet back to the Point of Beginning.

Parcel contains 89323 sq. ft. (2.05 ac.)

Stewart Ranch Open Space Easement Area 10 Legal Description

Beginning at a point that is South 89°37'20" West, 2031.98 feet along the Center Section line from the East Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence South 0°20'57" East, 145.05 feet; thence South 54°49'18" East, 337.47 feet to a point on a 1506.31-foot radius curve to the left; thence along the arc of said curve 185.92 feet through a central angle of 7°04'18" (chord bears South 61°16'35" East, 185.80 feet); thence North 62°34'38" East, 34.63 feet to a point on a 90.00-foot radius non-tangent curve to the left; thence along the arc of said curve 37.60 feet through a central angle of 23°56'19" (chord bears South 39°23'31" East, 37.33 feet); thence South 51°21'41" East, 65.91 feet to a point on a 90.00-foot radius curve to the left; thence along the arc of said curve 41.79 feet through a central angle of 26°36'13" (chord bears South 64°39'47" East, 41.41 feet) to a point on a 60.00-foot radius non-tangent curve to the left; thence along the arc of said curve 55.53 feet through a central angle of 53°01'23" (chord bears South 35°39'19" East, 53.57 feet); thence South 22°01'00" West, 14.14 feet; thence North 75°37'06" West, 36.75 feet; thence North 67°51'02" West, 166.01 feet to a point on an 895.37-foot radius curve to the right; thence along the arc of said curve 203.67 feet through a central angle of 13°02'00" (chord bears North 61°18'37" West, 203.24 feet); thence North 54°49'18" West, 420.92 feet; thence North 71°31'41" West, 104.40 feet; thence North 54°51'18" West, 191.01 feet; thence North 89°37'20" East, 358.00 feet back to the Point of Beginning.

Parcel contains 81979 sq. ft. (1.88 ac.)

Stewart Ranch Open Space Easement Area 11 Legal Description

Beginning at the East Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence South 0°22'29" East, 1345.55 feet; thence South 83°10'48" West, 388.09 feet; thence North 6°49'12" West, 345.05 feet; thence North 45°51'22" West, 283.40 feet; thence North 46° 52'50" West, 318.11 feet; thence South 45°17'54" West, 144.08 feet; thence North 33°45'04" West, 127.84 feet to a point on a 90.00-foot radius curve to the left; thence along the arc of said curve 58.29 feet through a central angle of 37°06'39" (chord bears North 52°13'10" West, 57.28 feet); thence North 70°46'30" West, 85.26 feet; thence North 19°37'09" East, 130.52 feet; thence North 43°21'05" West, 246.70 feet; thence North 81°03'30" West, 184.28 feet; North 72°22'26" East, 67.78 feet; thence North 0°22'40" West, 205.37 feet; thence North 89°37'20" East, 611.40 feet; thence South 149.93 feet; thence North 89°37'26" East, 250.99 feet; thence North 149.93 feet; thence North 89°37'20" East, 534.26 feet back to the Point of Beginning.

Parcel contains 1154749 sq. ft. (26.5 ac.)

Stewart Ranch Open Space Easement Area 12 Legal Description

Beginning at a point that is South 89°37'20" West, 1337.53 feet and South, 525.16 feet of the East Quarter Corner of Section 34, Township 2 South, Range 6 East, Salt Lake Base and Meridian and commencing thence South 74°57'11" East, 7.00 feet to a point on a 60.00-foot radius curve to the right; thence along the arc of said curve 4.38 feet through a central angle of 4°10'42" (chord bears South 72°51'51" East, 4.37 feet); thence South 70°46'30" East, 259.36 feet to a point on a 60.00-foot radius curve to the right; thence along the arc of said curve 38.86 feet through a central angle of 37°06'39" (chord bears South 52°13'10" East, 38.19 feet); thence South 33°45'04" East, 437.14 feet to a point on a 116.55-foot radius curve to the left; thence along the arc of said curve 26.03 feet through a central angle of 12°47'38" (chord bears South 40°08'53" East, 25.97 feet); thence South 47°02'41" East, 264.23 feet; thence South 6°49'12" East, 207.43 feet; thence South 83°10'48" West, 88.11 feet; thence North 15°40'23" West, 35.52 feet; thence North 17°44'29" West, 63.16 feet; thence North 23°54'25" West, 43.63 feet; North 29°26'08" West, 124.08 feet; thence North 26°34'52" West, 42.77 feet; thence North 34°22'13" West, 310.56 feet; thence North 34°19'45" West, 256.80 feet; thence North 70°22'51" West, 161.95 feet; thence North 69°23'11" West, 82.34 feet; thence North 75°01'40" West, 27.80 feet to a point on a 130.70-foot radius non-tangent curve to the left; thence along the arc of said curve 33.53 feet through a central angle of 14°41'57" (chord bears North 15°16'10" East, 33.44 feet) to a point on a 60.00-foot radius non-tangent curve to the left; thence along the arc of said curve 27.30 feet through a central angle of 26°03'56" (chord bears North 42°33'26" East, 27.06 feet) back to the Point of Beginning.

Parcel contains 89567 sq. ft. (2.06 ac.)