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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY PUBLIC UTILITIES  
PO BOX 145528  
SLC UT 84115  
BY: ARG, DEPUTY - WI 8 P.

**RECORDED**

Please return to: Salt Lake City Public Utilities  
Attn: Karryn Greenleaf  
1530 South West Temple  
Salt Lake City, Utah 84115  
Salt Lake County Parcel ID No.  
~~24-22-400-009~~

APR 21 2010

**24-22-400-009 CITY RECORDER  
CONSERVATION EASEMENT  
AGREEMENT**

THIS CONSERVATION EASEMENT AGREEMENT (this "Easement") is entered into as of \_\_\_\_\_, 2010, by and between JEFFREY and JOCELYN MONROE, having an address of 5133 South Loredell Drive, Holladay, Utah, 84117, and their successors and assigns ("Grantor"), and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("Grantee").

**RECITALS**

A. Grantor owns a parcel of real property situated in Salt Lake County, State of Utah, and more particularly described as Parcel No. 24-22-400-009 on the records of the Salt Lake County Recorder, and Grantor desires to grant a conservation easement to Grantee for a portion of that parcel, which easement shall be limited to that portion identified in Exhibit A, attached hereto and by this reference made a part hereof (the "Easement Property").

B. The Easement Property possesses watershed, wildlife habitat, natural, scenic, recreational and open space values of great importance to Grantee, which are worthy of protection, and Grantee desires to obtain a conservation easement over the Easement Property for such purpose.

D. Grantee is an entity which qualifies to receive a conservation easement pursuant to the provisions of Section 57-18-3, Utah Code Annotated 1953, as amended.

E. Grantor acknowledges receipt of the information and disclosures required under Section 57-18-4, Utah Code Annotated, more than three (3) days prior to the execution of this Easement.

NOW, THEREFORE, in consideration of the mutual benefits and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby conveys to Grantee, over and across the Easement Property, a conservation easement of the duration, scope, and nature hereinafter described.

2. The purpose of the easement hereby granted is to preserve, protect, and maintain the Easement Property predominantly in a natural, scenic, and open condition in perpetuity. Accordingly, Grantor grants to Grantee the right to prevent Grantor or any third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on, or use of, the Easement Property that is inconsistent with the purpose of this Easement, and to require Grantor or such third persons to restore such areas or features of the Easement Property as may be damaged by any inconsistent activity or use.

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3. Grantor's conveyance of the conservation easement is in consideration of Grantee's promise to provide water under a Water Supply Permit and Agreement ("Water Agreement") entered into, or to be entered into, between Grantor and Grantee. If the Water Agreement is terminated for any reason, or if the Grantee fails to provide water under the Water Agreement, this Easement may be terminated upon providing Grantee a 30-day notice of default. If Grantee fails to cure the default within the 30-day period, Grantee will immediately execute a recordable instrument revoking any and all interest in the conservation easement and the Easement Property.

4. Any activity on or use of the Easement Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited on, over, under, or in connection with the Easement Property, except as provided in paragraphs 5 and 6 hereof:

A. Development or pre-sale, division, subdivision, or *de facto* subdivision of the Easement Property for any type of human occupation or commercial, industrial, or residential use;

B. Construction of buildings, residences, mobile homes, or other structures, fences (other than livestock control or boundary fences), or any other improvements for use for human occupation, constructed or placed in, on, under, or upon the Easement Property;

C. Any act or use that would impair the quality of the watershed, scenic tranquility, ecological integrity, and generally open character of the Easement Property;

D. Quarrying, mining, excavation, depositing or removing of rocks, gravel, minerals, sand, or other similar materials from the Easement Property;

E. The drilling of water wells, the construction, operation, and maintenance of water diversion, collection, and distribution facilities (except for construction, operation, maintenance and replacement of a water storage reservoir and associated pipeline and facilities), or other conduct in violation of Grantee's Watershed Protection ordinance 17.04.101 *et seq.* Salt Lake City Code, or its successor;

F. Predatory animal control operations, including trapping;

G. Residential or industrial uses of the Easement Property;

H. Commercial uses of the Easement Property;

I. Motorized vehicular access or use of the Easement Property, except for water system construction and maintenance, wild land fire suppression, and other emergency needs;

J. The construction upon or over the Easement Property of any aerial tramway or other means of conveyance of the public for transportation for recreation or other uses, or the construction of downhill or alpine skiing facilities;

K. Constructing or placing of any building mobile home, transmission or receiving tower (excluding any snow survey and/or avalanche control facilities), energy

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facility, or other temporary or permanent structure or facility on or above the Easement Property;

L. The installation of underground storage tanks or the placing, filling, storing, or dumping on the Easement Property of soil, refuse, trash, vehicle bodies, rubbish, debris, junk, waste, or radioactive or hazardous waste;

M. Uses of the Easement Property that would alter the topography of the Easement Property;

N. Uses of the Easement Property that would be detrimental to water quality or that would permanently alter the normal ground water level;

O. The construction or creation of new roads, except temporary roads that may need to be constructed for water system construction, maintenance, or replacement, wild land fire suppression, or other rescue activities, which temporary roads shall be reclaimed upon the cessation of use;

P. No new utility rights-of-way shall be located within the Easement Property, or granted through the Easement Property after the date of this instrument; and

Q. Any unanticipated use or activity on or at the Easement Property, unless such use or activity is manifestly consistent with, or necessary to achieve, the conservation purposes expressed herein, in which case such use or activity shall be subject to the prior approval of Grantee, which approval shall not be unreasonably withheld.

5. Notwithstanding the foregoing, Grantor expressly reserves all other rights not inconsistent with the Easement granted herein and the following rights with respect to the Easement Property:

(a) the right of access to and use of the Easement Property for its own passive, non-commercial uses, including but not limited to, hiking, snow shoeing, backcountry skiing, and other similar recreational uses that are consistent with the purposes of this Easement;

(b) the right to utilize the Easement Property to promote the preservation, protection, perpetuation, introduction, enhancement and management of wildlife. Grantor, or its designee approved by Grantee, may manipulate habitat, control noxious plants, construct fences, erect nesting platforms, control animal species harmful to wildlife management objectives, and engage in other related activities; and

(c) the right to construct, operate, maintain, and replace or rebuild water facilities necessary to supply Grantor's residence with culinary water and fire protection.

6. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, any other rights and remedies available to Grantee:

(a) To prevent Grantor or any third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Easement

Property that is inconsistent with the purpose of this Easement, and to require Grantor or such third persons to restore such areas or features of the Easement Property as may be damaged by any inconsistent activity or use;

(b) Upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property as restricted by this Easement, to enter upon the Easement Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not be more often than twice annually;

(c) To enter onto the Easement Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Easement Property, if possible, or as soon thereafter as is reasonably practical;

(d) To obtain injunctive and other equitable relief against any violations, including restoration of the Easement Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law);

(e) To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure; and

(f) To erect signs identifying Grantee as the holder of the conservation easement granted hereby, and the terms of this Easement.

7. Grantor and Grantee agree to defend, indemnify, and hold harmless the other party from and against any and all liability, damage, loss, costs, and expense, including attorney's fees, arising from the indemnifying party's use or occupation of the Easement Property or on account of injury or damage to persons or property occurring on or occasioned by any facilities owned or controlled by such indemnifying party, whether by its agents, employees, or assigns, unless such injury or damage resulted from the sole negligence or willful misconduct of the other party or any third party not under the indemnifying party's influence, direction or control.

8. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right to remedy upon any breach shall impair such right or remedy or be construed as a waiver.

9. Grantee shall record this instrument in a timely fashion in the records of Salt Lake County, State of Utah. Grantee shall deliver to Grantor a copy of this Easement certified by the Office of the Salt Lake County Recorder.

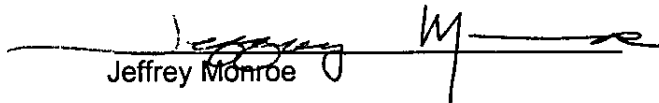
10. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantor represents that it has not (1) provided an

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illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.


GRANTOR:

  
Jeffrey Monroe

  
Jocelyn Monroe

GRANTEE:

SALT LAKE CITY CORPORATION

  
By: Ralph Becker  
Mayor



RECORDED

APR 21 2010

CITY RECORDER

ATTEST AND COUNTERSIGN:

  
CITY RECORDER

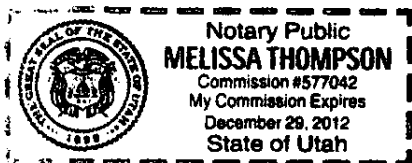
APPROVED AS TO FORM  
Salt Lake City Attorney's Office  
Date 4/14/10  
By ERL

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ACKNOWLEDGMENTS

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

On this 7 day of April, 2010, personally appeared before me Jeffrey Monroe, the signer of the within instrument, who duly acknowledged to me that he executed the same.



*Melissa Thompson*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

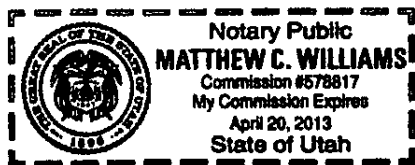
On this 7 day of April, 2010, personally appeared before me Jocelyn Monroe, the signer of the within instrument, who duly acknowledged to me that she executed the same.



*Melissa Thompson*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of April, 2010, by Ralph Becker in his capacity as Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

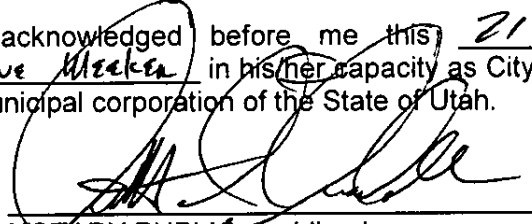


*Matthew C. Williams*  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

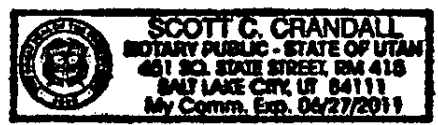
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STATE OF UTAH )  
 : ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2010, by Christine Meeker in his/her capacity as City Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.



NOTARY PUBLIC, residing in  
Salt Lake County, Utah



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**EXHIBIT A**

BEGINNING AT A FOUND IRON PIN, SAID POINT BEING SOUTH 60°52'00" EAST 18.15 FEET AND NORTH 29°08'00" EAST 311.85 FEET AND SOUTH 64°02'00" EAST 242.84 FEET AND SOUTH 74°18'00" EAST 25.77 FEET AND SOUTH 74°18'00" EAST 311.32 FEET AND NORTH 11°29'50" EAST 190.04 FEET AND SOUTH 78°30'10" EAST 15.00 FEET FROM A FOUND G.L.O. BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 01°09'25" EAST 256.07 FEET, MORE OR LESS, TO THE CENTER LINE OF THE EAST FORK OF THE BIG COTTONWOOD CREEK AND A FOUND REBAR & CAP STAMPED "RB&G"; THENCE NORTHEASTERLY ALONG SAID CENTER LINE THE FOLLOWING (2) COURSES: (1) NORTH 69°04'19" EAST 67.51 FEET, (2) SOUTH 88°45'37" EAST 109.71 FEET TO A FOUND IRON PIN; THENCE SOUTH 03°04'46" EAST 189.96 FEET TO A FOUND IRON PIN; THENCE SOUTH 16°11'22" WEST 244.45 FEET TO A FOUND IRON PIN; THENCE NORTH 39°16'34" WEST 189.49 FEET TO THE POINT OF BEGINNING.

CONTAINS: 60,822 SQ.F.T OR 1.396 ACRES

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