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EASEMT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA
215 S STATE ST STE 380SALT LAKE CITY, UT 841112371

WHEN RECORDED, MAIL TO:
Utah Open Lands
1488 Main Street
Salt Lake City, UT 84115

CONSERVATION EASEMENT

This GRANT OF CONSERVATION EASEMENT (this "**Easement**") is made and entered into as of the 18th day of March, 2022, between B. Dawn Larsen, as Trustee of The B. Dawn Larsen Revocable Trust, dated October 1, 2001, As Amended and Restated effective July 2, 2012, and Kurt L. Larsen, as Trustee of the Kurt L. Larsen Revocable Trust, dated October 1, 2001, as Amended and Restated effective July 2, 2012, having an address of 1559 E. Tomahawk Drive, Salt Lake City, Utah 84103 (collectively, "**Grantor**"), and The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation having an address of 1488 Main Street, Salt Lake City, UT 84115 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain parcel of land more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, the Property possesses significant research, nature study, natural, scenic, open space, wildlife, habitat, ecological, publicly accessible recreation, and historic values consistent with the conservation purposes described in Section 170(h)(4)(A)(ii) of the Internal Revenue Code (collectively, the "**Conservation Values**");

WHEREAS, Grantor desires and intends that the Property be preserved and maintained in a predominantly natural and open condition, with such other uses and conditions as permitted herein; and

WHEREAS, Grantee is a 501(c)3 public charity qualified under Section 170(h) of the Internal Revenue Code, to receive qualified conservation contributions.

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, and educational purposes; and non-profit, tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, and a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and Grantee is a qualified organization under Section 170(h)(3) of the Internal Revenue Code to receive and hold conservation easements.

WHEREAS, The State of Utah has recognized the importance of both public and private efforts to conserve and protect the State's natural resources by the enactment

of Utah Code Ann. §§ 57-18-1 to 57-18-7.

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of the Grantor and Grantee regarding the future uses and preservation of the Property as expressed in this Easement shall be forever honored and defended.

WHEREAS, the Property meets the Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, delivery and acceptance of this Easement.

WHEREAS, pursuant to a settlement agreement previously entered into by and among Grantor, Grantee, and the University of Utah, a body politic and corporate of the State of Utah (the "**University**"), Grantor has agreed to convey the Property, subject to this Easement, to University immediately after the recordation of this Easement.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions and restrictions contained herein, which the parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Sections 57-18-1--7, Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement over and across all of the Property subject to and in accordance with the terms contained herein. This Easement shall forever bind Grantor and Grantor's successors in interest regarding ownership and use of the Property, as well as Grantee and any qualified successor of Grantee as identified in Section 9 below. This Easement and all rights granted hereunder are subject and subordinate to all restrictions, covenants, easements, liens and other encumbrances (whether or not of record) existing on the date and time this Easement is recorded.

1. Purposes. The purpose of this Easement is to preserve and maintain the Property in a predominantly natural and open and public recreational condition in perpetuity, by preventing any Prohibited Uses (as defined below) on the Property. All uses of the Property other than Prohibited Uses shall be as determined and permitted by Grantor in Grantor's discretion. It is presently intended that uses of the Property permitted by Grantor may include, without limitation, nature studies, research, education and other environmentally-related activities, and certain non-motorized recreational activities to the extent they do not unreasonably interfere with the environmentally-related activities. It is not the intent of the parties, and nothing contained in this Easement shall be deemed or construed, to prohibit uses of the Property other than the Prohibited Uses or to require that Grantor permit any specific uses of the Property.

2. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are granted to Grantee:

(a) to enter upon the Property at reasonable times and in a reasonable manner to inspect the condition and use of the Property;

(b) to enjoy any Prohibited Uses; and

(c) subject to the terms of the Management Plan (as defined below), to place signs on the Property and to otherwise inform visitors of this Easement.

3. Administration of the Property. The Property shall be administered as follows:

As mentioned above, immediately following the recordation of this Agreement, the Property will be conveyed by Grantor to University subject to the provisions of this Easement. Thereafter, pursuant to the Settlement Agreement, the management plan governing property commonly known as the University of Utah Heritage Preserve (the "**Management Plan**") will be amended by the University so that it will also apply to the Property. The Heritage Preserve Management Plan was originally adopted and may be amended pursuant to that provisions of that certain Grant of Conservation Easement between the University and Grantee dated April 18, 2002 and recorded with the Salt Lake County Recorder on April 25, 2002, at Book 8591, pg. 15555-1598, Entry No. 8215414.

4. Permitted Uses. Subject to and in accordance with the Management Plan, permitted uses of the Property shall be as determined by Grantor. Without limiting the generality of the foregoing, Grantor may, to the extent determined appropriate by Grantor:

(a) permit access to the Property for purposes which include, but are not limited to:

(i) nature study, photography, environmental, scientific and cultural resource research, and historical data gathering;

(ii) non-motorized recreational uses, including but not limited to hiking, running, and bicycle riding on trails permitted by Grantor; and

(iii) as otherwise provided under the Management Plan;

(b) construct, maintain and re-locate trails in any form for non-motorized use, for use both within the Property and between the Property and adjoining public property; provided, however, that Grantor may close, prevent access to or re-landscape any trail that Grantor determines is causing erosion, deleterious effects on fauna or flora, or is otherwise inconsistent with the purposes of this Easement as stated in Section 1 above or the Management Plan;

(c) make park-like and recreationally-related improvements;

(d) engage in activities involved in the improvement of the natural habitat through sound ecosystem management; provided, however, that landscaping involving non-native plants and trees is permitted in connection with construction of

trails and other recreational facilities, so long as such plants and trees are non-invasive;

(e) use pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives provided they are used, applied and disposed of in accordance with applicable federal, state and local laws, not applied to flora, fauna or ground surface near any body of water, and not used in a manner which would cause deterioration of surface or ground water quality;

(f) construct fences on and through the Property;

(g) allow the operation, maintenance, repair and replacement of all existing utilities located on the Property;

(h) allow the construction, operation, maintenance, repair and replacement of water storage tanks and related facilities to serve the direct needs of Grantor only; and

(i) landscape to prevent erosion or damage to the Property, or significant detriment to existing or permitted uses, provided that such landscaping is generally consistent with preserving the natural condition of the Property.

The foregoing constitutes a non-exclusive list of uses that are consistent with the Easement granted herein. Grantor may permit other uses, provided that each such use is effectuated in a manner that is consistent with this Easement and the Management Plan, as determined by Grantor, and provided that such use is not a Prohibited Use. Notwithstanding the fact that any use is listed above, Grantor shall not be obligated to allow such use.

5. Prohibited Uses. To accomplish, safeguard, and promote the purposes of the Easement set forth in Section 1, and to support the Conservation Values of the Property, Grantor hereby declares and covenants that, except as otherwise expressly permitted under Section 4, the following activities ("**Prohibited Uses**") are prohibited in perpetuity on the Property:

(a) development, division, subdivision or defacto subdivision (through long term leasing or otherwise) of the Property for any type of residential or commercial use;

(b) construction of buildings, residences, parking lots or any other structures or improvements;

(c) construction of additional telephone, cable television, electric, gas, water, sewer or other utility lines in, under or upon the Property, except for underground utility lines;

(d) quarrying, mining, excavation, depositing, or removing of rocks, gravel, minerals, sand, or other similar materials from the Property;

(e) exploration, drilling for or production of oil, gas, or other hydrocarbons;

(f) construction of any new roads, except as necessary for maintenance of, or permitted construction on, the Property or Grantor's adjoining property or facilities located thereon;

(g) mining or removal of groundwater for use off of the Property including, but not limited to the sale, removal or transfer of water rights and shares for use off of the Property except that Grantor may mine or remove groundwater from the Property for Grantor's own use and install and operate such improvements as may be reasonable and necessary in connection therewith;

(h) the unlawful storage or unlawful release of any hazardous materials or substances (as defined under any federal or state law);

(i) placement, erection, or maintenance of signs, billboards, or outdoor advertising structures on the Property except for a reasonable number of signs (i) to state the name of the Property, or any portion thereof, and the purpose for which the Property is preserved, (ii) to post the Property with appropriate recreation, hunting and trespassing restrictions, (iii) for educational, research and interpretive purposes and (iv) pursuant to Section 2(c) above;

(j) hunting or trapping animals, except for the removal of diseased or problem animals or in connection with research;

(k) any industrial use of or activity on the Property;

(l) any use or activity that causes or is likely to cause significant soil degradation or erosion, significant damage to existing natural vegetation or significant depletion or pollution of any surface or subsurface waters;

(m) the draining, filling, dredging, or diking of any wetland areas;

(n) the introduction or release of nonnative animal species;

(o) the use, exercise, or transfer of development rights on or to the Property, or any portion thereof;

(p) use of snowmobiles, all-terrain vehicles, motorcycles or other motorized vehicles, except in connection with the maintenance or permitted construction of facilities either on the Property or on adjoining property owned by Grantor;

(q) the keeping or storage of any automobiles, trucks, campers, travel trailers, motor homes, boats, heavy equipment, or other type of machinery, except maintenance vehicles used by Grantor in connection with the maintenance of facilities owned by Grantor either on the Property or on adjoining property owned by Grantor; and

(r) except in connection with landscaping or erosion control purposes otherwise permitted hereunder, changing the topography of the Property, including without limitation by excavation, leveling, grading, terracing or depositing landfill or other material.

Notwithstanding any provision to the contrary herein, in no event shall Prohibited Uses include any preexisting use, condition, or improvement (i.e., any use, condition, or improvement existing or operating on the Property on or prior to the date of this Easement), or the maintenance, repair, or replacement of same.

6. Documentation of Use and Condition of the Property. To establish the current condition of the Property, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of the Easement, the parties hereto have prepared an inventory of the Property's relevant resources, features and conditions, including all covenants, easements, liens and other encumbrances affecting the Property (the "**Baseline Documentation**"). With the approval of Grantor, such approval not to be unreasonably withheld, Grantee may update the Baseline Documentation from time to time in connection with the amendment of the Management Plan; provided, however, that no such update shall be deemed to allow any Prohibited Uses on the Property. The Baseline Documentation, together with all updates thereto, is incorporated herein in its entirety by this reference. Grantor has delivered to Grantee a signed copy of the Baseline Documentation, and Grantor shall deliver to Grantee a signed copy of each update thereto. Grantee shall maintain on file at the office of Grantee all such copies.

The parties expressly agree that the initial Baseline Documentation is an accurate representation of the Property as of the date hereof. Notwithstanding the foregoing, if a controversy arises with respect to the nature and/or extent of the historical, and/or present use and/or physical condition of the Property at the time of the signing of this instrument, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

It is understood and agreed that Grantor makes no representation or warranty as to the current condition of the Property.

7. Enforcement of Easement.

(a) If Grantee determines that Grantor or any other person is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and where this violation has injured the Property because of a use or activity inconsistent with this Easement, to restore the Property to the extent possible to the condition of the Property before the violation occurred.

(b) Any violation of the Easement shall be subject to injunctive proceedings brought by Grantee with the imposition of temporary restraining orders or through any other legal means. The parties recognize that monetary damages and/or other non-injunctive relief are not an adequate remedy of violations of the covenants and restrictions of this Easement, and will not return the Property to the condition which existed at the time prior to any such violations.

(c) In the event that any action or court proceeding is brought by a party to enforce the terms of or obligations under this Easement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

(d) The parties agree that (i) any interpretation of the rights of or restrictions on Grantor hereunder and (ii) any determination by Grantor pursuant hereto shall be made in Grantor's sole discretion and shall be binding upon the parties, provided such interpretation or determination is made in good faith and is not manifestly unreasonable.

(e) The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for actions to seek temporary restraining orders or injunctions related to the purposes of this Agreement, the parties agree to use the following alternative dispute procedure as their initial remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

(i) At the written request of a party, each party will appoint at least one knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Easement. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement between the parties, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(ii) Each party shall bear its own cost of these procedures. A party seeking discovery shall reimburse to the responding party the costs of production of documents (to including search time and reproduction costs). The parties shall equally split the fees of any mediation.

(iii) In the event that the parties are unable to resolve a dispute arising under this Easement pursuant to subsection (i) above, each party may exercise its legal rights hereunder in accordance with the terms hereof.

(f) Failure by any party to exercise its rights under this instrument in the event of any breach shall not be deemed or construed to be a waiver of the party's rights hereunder as to any subsequent breach.

(g) No third parties are intended to be beneficiaries of, and no third parties shall be entitled to enforce, this Easement.

8. Payment of Costs, Taxes or Assessments. Grantee shall have no responsibility for any costs and liabilities of operation, upkeep and maintenance of the Property. In addition, Grantor shall pay all real estate taxes or assessments levied by competent authorities upon the Property, and Grantee shall have no obligation or responsibility for payment of taxes or assessments levied upon any of the Property. All obligations of Grantor under this Agreement, if more than one person or entity is the successor or assign of Grantor, shall be jointly and severally binding on each such person or entity.

9. Transfer of Easement.

(a) If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce such rights, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a "qualified organization" under Section 170(h) of the Internal Revenue Code (the "**Code**") or a comparable provision in any subsequent revision of the Code, Grantee shall so notify Grantor. As soon as practical thereafter, Grantor shall notify Grantee of a Substitute Grantee (as defined in subsection (d) below) desired by Grantor and Grantee shall promptly assign all its rights under this Easement to the Substitute Grantee. Except as provided in this subsection (a), Grantee may not assign its rights under this Easement to any other party.

(b) If Grantor desires to change Grantee, Grantor shall notify Grantee of a Substitute Grantee desired by Grantor. Grantee, as soon as practical but in any event no later than 60 days after such notice, shall assign all its rights under this Easement to the Substitute Grantee.

(c) For the purposes of this Easement, a "**Substitute Grantee**" shall be a bona fide organization that meets all of the following qualifications:

(i) it is an eligible donee under Section 170(h) of the Code (or the comparable provision in any subsequent revision of the Code) and regulations promulgated thereunder;

(ii) it is not a part or division or affiliate of Grantor;

(iii) it has been in existence for more than five years;

(iv) it has as its primary purpose the protection and preservation of open space; and

(v) it is the holder of at least three conservation easements from landowners in the State of Utah.

10. Extinguishment of the Easement. Neither party shall voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner which benefits the Property and is consistent with the conservation purposes of this Easement.

11. Condemnation. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. To receive any compensation, Grantee must appear in any condemnation proceedings. Grantee has no obligation to share any award it may receive with Grantor. Any and all compensation received by Grantee as a result of the condemnation shall be used by Grantee in a manner which benefits the Property and is consistent with the conservation purposes of this Easement.

12. Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, shall not permit residential, commercial or industrial development of the Property and shall not permit any impairment of the significant Conservation Values of the Property. Any such amendment shall be filed in the County Recorder's office of Salt Lake County, Utah. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

13. Subsequent Transfers. 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 a portion of the Property, including, without limitation, a leasehold interest. Grantor

shall give written notice to Grantee of the transfer of any interest at least 20 days prior to the date of such transfer. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

14. Notices. Any notice, demand, request, consent, approval or communication shall be in writing and served personally or sent by first class mail, postage prepaid, addressed as follows:

Grantee:

Utah Open Lands Conservation Association
1790 S. 1100 E. #3
P.O. Box 680921
Salt Lake City, UT 84105

Grantor:

Kurt L. and B. Dawn Larsen
1559 E. Tomahawk Drive
Salt Lake City, Utah 84103

and/or to such other address as either party from time to time shall designate by written notice to the other.

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

16. Hold Harmless. Subject to the other provisions of this paragraph, Grantor will hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors and the heirs, personal representatives, successors, 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 injury to or the death of any person resulting from any negligent act or omission of Grantor or any employee of Grantor. It is not the intent of the parties to incur by contract any liability for the negligent operations, acts, or omissions of the other party. Each of the parties hereto shall be responsible for its own negligent acts and omissions (including the negligent acts and omissions of its employees), and neither party shall have any liability whatsoever for any negligent act or omission of the other party (including such other party's employees). In the event Grantor or Grantee is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63G-7-101 et seq. 1953 (as amended) (the "**Act**"), (i) nothing in this Easement shall be construed as a waiver of any rights or defense otherwise applicable to such governmental entity under the Act,

including the provisions of Section 63G-7-604 regarding limitation of judgments, and (ii) any obligations of such governmental entity to hold harmless, indemnify and defend set forth in this Easement shall be subject to the provisions of the Act and the limitations set forth therein

17. General Provisions.

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

(b) Construction. Any general rule of construction to the contrary notwithstanding, but subject to the provisions of Section 7(d) above, this Easement shall be liberally construed in favor of the Easement and to effect the purpose of this Easement and the policy and purpose of Utah Code Sections 57-18-1--7 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 to the contrary.

(c) 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.

(d) Joint Obligation. The obligations imposed by this Easement upon any owner shall be joint and several.

(e) Successors. The covenants, terms, conditions, and restriction of this Agreement and this Easement created hereunder shall be binding upon, and inure to the benefit of, Grantee, subsequent owners of the Property, and their respective personal representatives, heirs, successors and permitted assigns, and shall continue as a servitude running in perpetuity with the Property.

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

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Conservation Easement to be duly executed as of the day and year first above written.

Grantor:

The Kurt L. Larsen Revocable Trust, dated October 1, 2001,
as Amended and Restated effective July 2, 2012

By: 
Kurt L. Larsen
Trustee

The B. Dawn Larsen Revocable Trust, dated October 1, 2001,
As Amended and Restated effective July 2, 2012

By: 
Dawn Larsen
Trustee

Grantee:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

By: 
Its: President

STATE OF UTAH)
)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17 day of March, 2022, by B. Dawn Larsen, as Trustee of The B. Dawn Larsen Revocable Trust, dated October 1, 2001, As Amended and Restated effective July 2, 2012.

Cathy C. Prestwich
Notary Public
Residing at Salt Lake City, UT

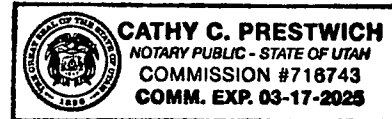


My Commission Expires: 03/17/2025

STATE OF UTAH)
)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17 day of March, 2022, by Kurt L. Larsen, as Trustee of the Kurt L. Larsen Revocable Trust, dated October 1, 2001, as Amended and Restated effective July 2, 2012.

Cathy C. Prestwich
Notary Public
Residing at Salt Lake City, UT



My Commission Expires: 03/17/2025

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

The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Wendy Zeigler, President of The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation.

Cathy Prestwich
Notary Public
Residing at Salt Lake City, UT

My Commission Expires: 03/17/2025



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, AMENDED LOTS 2 AND 3 OF ARLINGTON HILLS PLAT "H", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH, AND RUNNING THENCE SOUTH 774.64 FEET; THENCE WEST 285.39 FEET; THENCE NORTH 774.64 FEET; THENCE EAST 285.39 FEET TO THE POINT OF BEGINNING.

A.P.N. 09-33-202-026-0000 (part)