

RECORD AND RETURN TO:  
The Nature Conservancy  
Attn: Legal Department  
559 East South Temple  
Salt Lake City, UT 84102  
TAX ID: 21-027-0016

**ASSIGNMENT AND ACCEPTANCE OF CONSERVATION EASEMENT  
(Utah Lake (Robins) Utah)**

This is an Assignment and Acceptance of Conservation Easement (“**Assignment**”) between The Nature Conservancy, a non-profit corporation of the District of Columbia, having an address of 559 East South Temple, Salt Lake City, UT 84102 (the “**Conservancy**”) and the State of Utah, by and through the Department of Agriculture and Food, a government entity, having an address of 350 North Redwood Road, P. O. Box 146500, Salt Lake City, UT 84114-6500 (“**Assignee**”).

WHEREAS, the Conservancy holds a Conservation Easement granted by M. Moreno Robins Properties, LC (“**Grantor**”) over approximately 31.00 acres of real property in Utah County, Utah, as legally described in Exhibit A attached to this Assignment (the “**Protected Property**”); and the Conservation Easement is dated 12/17/2020 and was recorded on 12/18/2020 as Document Number 202157-2020 in the Office of the Recorder of Utah County, Utah (the “**Conservation Easement**”);

WHEREAS, Assignee is a State agency, and Assignee accomplishes its authorized purposes by holding conservation easements to preserve and protect into perpetuity, natural features and values, conserve important habitats and riparian communities and ensure all agricultural uses are consistent with conservation values;

WHEREAS, the Conservancy wishes to assign its rights and obligations under the Conservation Easement to Assignee, and Assignee wishes to accept the assignment thereof;

NOW, THEREFORE, in consideration of one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, and the undertakings of Assignee herein, the Conservancy assigns to Assignee all of the Conservancy’s rights, title and interest in the Protected Property and the Conservation Easement in their as-is condition and without any representations or warranties, and Assignee hereby agrees and represents to the Conservancy as follows:

1. Assignee represents to the Conservancy that Assignee is a “qualified organization” as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time; and, if Assignee is a non-governmental organization, Assignee is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder.
2. Assignee has authority to hold, monitor and enforce the conservation easement pursuant to the State of Utah’s Land Conservation Easement Act (Utah Code Sections 57-18-1 to 57-18-7).

3. Assignee shall diligently perform the obligations of Holder (as that term is defined in the Conservation Easement) contained in the Conservation Easement.
4. Assignee shall carry out the conservation purposes that the Conservation Easement was originally intended to advance and shall manage, monitor, document and enforce compliance with the terms and conditions of the Conservation Easement.
5. Assignee shall provide copies of all monitoring reports for the Conservation Easement to the Conservancy, at the address listed above, or such other address provided to Assignee in writing. The monitoring reports must contain, at a minimum, the date the Protected Property was visited, the present condition of the Protected Property, and whether the Protected Property is in compliance with the terms of the Conservation Easement. Monitoring must be performed at least once every twelve months following the effective date of this Assignment.
6. Should Assignee cease to be a “qualified organization” pursuant to Treasury Regulation 1.170A-14(c)(1) or cease to be a permissible holder of the Conservation Easement under relevant state or country law, then the Conservancy may, but shall not be obligated to:
  - a. Enter the Protected Property, in a reasonable manner and at reasonable times, but always upon prior notice to the grantor of the Conservation Easement and Assignee, for the purposes of:
    - i. Inspecting the Protected Property to determine compliance with the provisions of the Conservation Easement; and
    - ii. Obtaining evidence for the purpose of seeking judicial enforcement of the Conservation Easement.
  - b. Enforce by proceedings at law or in equity the provisions of the Conservation Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of the Conservation Easement, subject to the reserved rights of the fee owner set forth therein. The Conservancy, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of the Conservation Easement by any prior failure to act.
  - c. Seek expedited injunctive relief to enforce its rights with respect to this Assignment and the Protected Property, and Assignee waives any bond requirement otherwise applicable to any petition for such relief.
  - d. Terminate the property interest hereby granted to Assignee, under a power of termination in the nature of a right of entry for condition broken, which right, if exercised by the Conservancy upon violation of the above conditions, is exercised by mailing a notice of violation by certified mail to Assignee, its successors or assigns. Said notice shall specify the violation or violations and if Assignee shall not correct the violation or violations within sixty (60) days, the Conservancy shall declare that the power of termination has been exercised and shall state the breach which caused the action. If, at the end of 60 days from the receipt of said notice of violation, Assignee shall have failed to take action to remedy the violation within a reasonable length of time, the Conservancy may, at its sole option, elect to terminate the property interest granted herein. Notice of such election shall be forwarded to Assignee by certified mail, which notice shall declare that the power of termination has been exercised, shall state the violation which caused the action, and shall note that the violation has not been cured in a timely manner. A copy of the notice exercising the power of termination shall

simultaneously be recorded on the appropriate land records and the property interest conveyed herein shall then revert to the Conservancy and its successors and assigns forever. Failure to exercise said power of termination upon breach of one or more conditions shall not constitute a waiver of, or extinguish the Conservancy's power of termination in the event of any subsequent breach or violation of the above conditions.

- 7. In the event that Assignee transfers all or part of its interest in the Conservation Easement, or if the Conservation Easement is extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then the Conservancy shall be entitled to receive the proceeds of such transfer/extinguishment.
- 8. Each party shall bear their own costs in the event of legal action to enforce the terms of this Assignment.
- 9. Any recital or preliminary statement in this Assignment and all Exhibits referred to in this Assignment are an integral part of and are incorporated by reference into this Assignment.

IN WITNESS WHEREOF, the Conservancy and Assignee have executed this Assignment and Acceptance of Conservation Easement effective the 7<sup>th</sup> day of December, 2020

THE NATURE CONSERVANCY

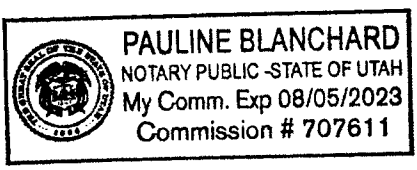
By: [Signature]

Print: Dave Livermore

Its: Utah State Director

STATE OF Utah )  
 )ss  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of December, 2020, by Dave Livermore, the Utah State Director of The Nature Conservancy, a non-profit corporation under the laws of the District of Columbia, on behalf of said corporation.



[Signature]  
Notary Public  
My Commission Expires: 8/5/2023

**ACCEPTANCE**

The foregoing Assignment of Conservation Easement is hereby duly accepted and agreed to by the State of Utah, by and through the Department of Agriculture and Food, a government entity, on this 3rd day of December, 2020.

STATE OF UTAH, by and through  
The DEPARTMENT OF AGRICULTURE AND  
FOOD

By: Kelly Pehrson

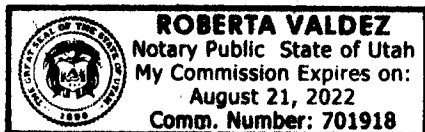
Print: Kelly Pehrson

Its: Deputy Commissioner

STATE OF Utah )  
                                  ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 3rd day of December, 2020, by Kelly Pehrson, the Deputy Commissioner of State of Utah, by and through the Department of Agriculture and Food, a government entity, on behalf of said entity.

NOTARIAL STAMP OR SEAL:



Roberta Valdez  
Notary Public

EXHIBIT A  
Legal Description of Protected Property

Real Property

IN THE COUNTY OF UTAH, UTAH:

Commencing at a point located South 89°53'01" East along the Section line 1419.56 feet and South 398.65 feet from the Northwest corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 02°55'24" West 743.60 feet; thence North 89°55'50" West 1567.02 feet; thence North 05°53'40" East 498.29 feet; thence North 04°52'10" East 128.56 feet; thence North 04°09'44" East 402.26 feet; thence South 61°52'03" East 343.89 feet; thence North 89°25'00" East 942.48 feet; thence South 63°50'00" East 298.57 feet to the point of beginning.

TOGETHER WITH a right of way from the North line of the Boat Harbor Road to the South line of the above described parcel of land, said right of way being one (1) rod wide (16.5 feet wide) over and across the following described strip of land:

Beginning at a point on the North fenced right of way of the Boat Harbor Road, and the West line of fenced right of way or lane, said beginning point being South 2659.19 feet and East 1519.49 feet (based upon the Utah State Plane Coordinate System, Central Zone, Bearings of Section Lines) from the Northwest corner of Section 4, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence along a fence line North 02°41'24" West 591.87 feet; thence along said fence line North 01°56'38" West 448.81 feet; thence continuing along said fence line North 27°39'02" West 146.89 feet; thence continuing along said fence line North 21°16'08" West 84.51 feet; thence continuing along said fence line North 05°02'20" West 269.58 feet to a fence line; thence South 89°55'50" East along said fence line 16.56 feet; thence South 05°02'20" East 265.73 feet; thence South 21°16'08" East 82.18 feet; thence South 27°39'02" East 149.03 feet; thence South 01°56'38" East 452.61 feet; thence South 02°41'24" East 591.84 feet to the North line of said Boat Harbor Road; thence South 88°52'00" West along the North line of said Boat Harbor Road 16.50 feet to the point of beginning.

Water Rights

50% interest in an underground water well: WR# 55-3150