

DEED OF CONSERVATION EASEMENT

This Deed is made this 25 day of Jan., 1999, by and between SUSAN DEN., Grantors, and Mapleton City, Grantee.

WHEREAS, said Grantors are the owners in fee of certain real property, hereinafter described, situated in Utah County, State of Utah, which Mapleton City has determined to be of importance to the preservation of the open space in Mapleton City.

*NOW THEREFORE, and in consideration of good and valuable consideration, the Grantors do hereby grant and convey, pursuant to Section 57-18-1 et. seq., in ninety-nine (99) years, unto Mapleton City and its assigns, interest and conservation easement in said real property of the Grantors of the nature and character and to the extent hereinafter expressed, to be and to constitute a servitude upon said real property of the Grantors, which estate, interest, easement and servitude will result from the covenants and restrictions set out below and hereby imposed upon the use of said property of said Grantors, and that end and for the purpose of accomplishing the intent of the parties hereto, said Grantors covenant on behalf of themselves, their heirs, successors and assigns, with Mapleton City and its assigns to do and refrain from doing, severally and collectively, upon the Grantors' said property, the various acts hereinafter mentioned, it being hereby agreed and expressed that the doing and the refraining from said acts, and each thereof upon said property.*

The restrictions hereby imposed upon the use of said property of the Grantors, and the acts which said Grantors so covenant to do and refrain from doing upon their said property in connection therewith are and shall be as follows:

1. The easement property herein described shall be kept in its natural state. As herein used, the term "natural state" is intended to mean that no buildings, billboards or other structures of any kind, either temporary or permanent, shall be placed or erected on the easement property, unless otherwise expressly provided hereunder. This paragraph does not prohibit a barn, corral or out building for animal use, and the protection and care of animals.
2. There shall be on or in the easement property no fillings, excavating, removal of top soil, sand, gravel, rock, minerals or other materials nor any building of roads or change in the topography of the land in any manner, other than that caused by the forces of nature or as provided for in the Original Plat Map of South Hollow Subdivision of record in the Office of the Utah County Recorder, or as reserved hereafter.
3. No power transmission lines may be erected, nor any interest in the easement property shall be granted for this purpose. The Grantors reserve the right and easement on the real property to maintain and repair existing telephone, electric, water wells, or other utility lines or mains needed to provide for the needs of the Grantors, their successors or assigns. The area needed to repair said facility shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantors and Grantee. Upon completing, the area shall be restored to its previous state or as near as practical.
4. No trees, ground cover, or other vegetation shall be removed except as reserved hereafter.

5. The lands shall at all times be kept free of garbage, trash, and machinery; and no other unsightly material shall be allowed to accumulate or be stored thereon, except Grantors shall have no duty to remove garage, trash, etc. unlawfully deposited on the premises by persons acting without the Grantor's consent.

6. Each and every other activity or construction which might endanger the natural or scenic state of the easement property is forbidden.

7. Mapleton City reserves the right with notice to periodically inspect said property for violations of the easement property, and if upon sixty (60) days advance written notice the Grantors have not limited said violations, Mapleton City may remove or eliminate, at the expense of the landowner, any violation by Grantors of the easement. A Mapleton City authorized representative may enter upon said lands for the purpose of inspection.

8. Grantors reserves the right to post or clearly mark the boundaries of said easement.

The conservation easement granted hereunder and the covenants heretofore made are subject to the following rights of the Grantors which are expressly hereunder.

9. Except as expressly limited herein, the Grantors reserve for themselves, their heirs successors and assigns, all rights as owner of the easement property, including the right to use the easement property for all purposes not inconsistent with this easement.

*The lands of the Grantors, herein above referred to and to which the provisions of this instrument apply, are situated in the Township of Mapleton, County of Utah, the State of Utah, and are more particularly described as follows:*

*See Attached Schedule "A"*

*TO HAVE AND TO HOLD unto Mapleton City and its assigns forever. The covenants agreed to and the restrictions imposed, as aforesaid, shall be binding upon the grantors, their heirs, successors, and assigns, and each of them, and shall constitute a servitude upon the above described is CLEAR, FREE, and UNENCUMBERED, and that they will DEFEND the same against all lawful claims of all persons whomsoever.*

*IN WITNESS WHEREOF, the Grantors have hereunto set hand on the day and year first above written.*

*Signed and acknowledged in the presence of GRANTOR(S) SALISBURY DEW. LLL*

*RK [Signature]*  
1/25/99

STATE OF UTAH )  
 : ss  
COUNTY OF UTAH )

Before me, a notary public in and for said county and state, personally appeared the above-named grantors, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In testimony whereof, I hereunto set my hand and official seal at Mapleton, Utah, this 25<sup>th</sup> day of January, 1999.

Dianne B. Wittusen  
NOTARY PUBLIC

