

State of Utah Dept. of Natural Resources
1701 West North Temple, Suite 3520
Salt Lake City, Utah 84114-5703

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00082694 BK M0160 -00650
BRENDA D. NELSON, MORGAN CO. RECORDER
2000 JUL 06 13:54 PM FEE \$1.00 BY MBA
REQUEST: FIRST AMERICAN TITLE COMPANY OF

DEED OF CONSERVATION EASEMENT
("Phase I")

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 5th day of July, 2000, by BOYDEN FARMS, L.L.C., a Utah Limited Liability Company, Stephen G. Boyden, Manager, having an address at 1100 South 1500 East, Salt Lake City, UT 84105 ("Grantor"), in favor of the STATE OF UTAH, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands, a government entity, having an address at 1594 W. North Temple, Suite 3520, Box 145703, Salt Lake City, Utah 84114-5703 ("Grantee").

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Morgan and Summit Counties, Utah, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

WHEREAS, the property possesses natural, forested, scenic, cultural, historical, wildlife, and open space values (collectively the "Conservation Values") of great importance to Grantor, the people of Morgan and Summit Counties, and the people of the State of Utah; and

WHEREAS, the Conservation Values of the Property are consistent with the goals of Utah's Forest Legacy Program and the establishment of this conservation easement will provide public benefits by:

- preventing future conversions of forest land and forest resources; protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and, maintaining forest sustainability and the cultural and economic vitality of rural communities.

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property to be acknowledged in Exhibit B attached hereto and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, an accurate representation of the property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends, as owner of the property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity; and

WHEREAS Grantee is a governmental unit qualified for holding Conservation Easement under Section 170(b)(1)(A)(v) of the Internal Revenue Code and Sections 57-18-1, et seq., of the Utah Statutes Annotated; and

FIRST AMERICAN TITLE
42630
FCM#

WHEREAS, Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come; and

WHEREAS, Grantor has specifically requested that the value of the interest at transfer be used as a nonfederal match for the Forest Legacy program;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration and pursuant to the laws of the State of Utah and in particular Chapter 18, Title 57 of the Utah Code, the Grantor does hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained predominantly in its natural, forested, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with the purpose of this Easement and the provisions of this Easement.

2. Authority. This Easement acquisition is authorized by the Cooperative Forestry Assistance Act of 1978, as amended by section 1217 of the Food, Agricultural, Conservation, and Trade Act of 1990 (104 Stat. 3528; 16 U.S.C. Section 2103c).

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor except in emergencies or cases of suspected deliberate violations, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use; and

(d) To review, comment upon, approve or object to any proposed plans relating to prohibited uses and permitted uses as set forth below.

4. Prohibited Uses. Any activity on or use of the 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:

(a) Subdivision. The Property shall not be subdivided into smaller parcels for any purpose.

(b) Structures and Improvements. Except as expressly provided for herein there shall be no building, structure, or other improvements of any kind, temporary or permanent, constructed or maintained on the property including, but not limited to, houses, towers, satellite dishes, sheds, tanks, mobile homes, dams, impoundments, and communication equipment.

(c) Mineral Development. No surface mining shall be permitted. Prospecting, mining and removal of subsurface resources, including oil, gas, geothermal and minerals shall be subject to the terms and conditions set forth in Section 5(c) below, regarding Mineral Development, Permitted Uses.

(d) Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property, excluding minor changes as a result of activities expressly permitted herein, are prohibited unless such changes were caused by the forces of nature.

(e) Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities expressly permitted herein shall be in accordance with applicable state laws. Slash and other debris associated with timber harvesting activities shall be disposed of according to standard forestry practices.

(f) Industrial, Commercial and Residential Activities. Except for uses permitted in section 5 herein, the Property shall not be used for industrial, commercial or residential activities.

(g) Signs and Billboards. No sign or billboard shall be placed on the Property, except to state the name and address of the Property owner and manager; to advertise on-site activities which are permitted on the Property; to advertise the sale or rental of the Property; to identify natural environmental features; to give road or trail directions; or to control unauthorized entry or use of the Property. Signs shall be no larger than fifteen (15) square feet in area.

(h) Utility Rights-of-way. Except with the prior written consent of the Grantee, no utility right-of-way shall be located within the Property after the date of this instrument unless they are located underground. Grantor agrees that it shall not grant easements for surface or overhead utilities without Grantees consent. In the event Grantor shall receive a request for the grant of a right-of-way for surface or overhead utilities, Grantor shall submit such request to Grantee, whereupon Grantee shall within thirty (30) days from receipt of such request either agree in writing to the granting of such easement or, alternatively, agree in writing to assume the defense of any action commenced in eminent domain for the acquisition of any such right-of-way, including payment of all costs and attorney's fees incurred in such defense. In the event the

Grantee shall fail to respond to notice of a request for the grant of an easement within thirty (30) days after receipt of notice of such request, Grantor in its discretion may grant the easement so requested. Grantor shall retain all monies paid for the grant of any such easement.

5. **Reserved Rights.** Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) **Forest Management.** Except as prohibited in this Easement, forest management activities are permitted on the Property in accordance with all Federal and State laws and regulations, and in accordance with an approved Forest Stewardship Plan, the general parameters of which are set forth in Exhibit C attached hereto and incorporated herein by reference, and the State of Utah's Forest Water Quality Guidelines contained in the document, "Nonpoint Source Management Plan for Silvicultural Activities". Sound management practices, in accordance with the Forest Stewardship Plan, must be maintained to achieve a healthy, sustainable ecosystem. Grantor may also cut and remove trees to abate disease or infestation or to perpetuate a healthy forest.

(b) **Mineral Development.** Prospecting, mining, and removal of any subsurface resources, including oil, gas, geothermal, and minerals subject to the following terms and conditions:

1. Only as much of the surface of the Property shall be occupied, used, or disturbed as is necessary in bona fide prospecting for, drilling, mining (including the milling or concentration of ores), and removal of subsurface resources.

2. All structures, other improvements, and materials shall be removed from the Property within one year after the date of termination of the operations.

3. All reasonable provisions shall be made in accordance with applicable Federal, State, and local laws and regulations to dispose of all things, dumpage, or other deleterious materials or substances in such manner as to prevent obstruction, pollution, or deterioration of water and other natural resources.

4. Upon completion of operations, the land, including but not limited to the surface of the Property, shall be reclaimed to its original contours and re-vegetated.

5. The Grantor shall provide, or cause to be provided, a bond in sufficient amount as determined necessary by the State of Utah to guarantee compliance with the requirements of this section.

(c) **Contemplated Uses, Leases and Permits.** The Grantor reserves all rights for the

following activities: farming, grazing, hunting, fishing, recreational, educational and charitable uses of the Property, and to issue leases, contracts or permits for such purposes and to collect money for same, and for other activities that do not adversely impact the Conservation Values of the Property.

(d) Limited Building Right. The Grantor reserves the right to construct structures on the Property as follows:

(i) Bunkhouse Building. The Grantor reserves the right to construct the Bunkhouse Building and a maximum of one related barn, two corrals, and one outbuilding near or adjacent to the existing family cabin. Said improvements shall be constructed in Section 27, Township 2 North, Range 4 East in Morgan County. If constructed, the Bunkhouse Building may be occupied as a lodge for owners and guests and as a headquarters building for Grantor's operations, including without limitation, farming, ranching, hunting, fishing, recreational, educational and charitable uses and operation. The design, size, height, location and layout of such building(s) shall be in the sole discretion of Grantor provided, however, that there shall not be more than one Bunkhouse Building and one barn and one outbuilding and the materials and colors shall be in harmony with the standards of the following Paragraphs 5(d)(ii) and 5(d)(iii) and subject to the reasonable review and approval of the Architectural Control Committee as set forth in subparagraph 5(d)(iv) below.

(ii) The bunkhouse shall not exceed thirty (30) feet in height or exceed a total ground floor area of 2,500 square feet measured by the footprint of the building, exclusive of porches, decks and garages.

(iii) Exterior features shall be constructed of non-reflective material and painted or maintained with earth-tone colors found in the surrounding environment. Primary colors or white shall be prohibited.

(iv) Architectural Control. No residence, outbuilding, road or fence shall be constructed on any lot unless and until first approved for location, design, materials, colors, and layout by an Architectural Control Committee appointed by Grantor in accordance with procedures, standards and guidelines adopted by Grantor. Until an Architectural Control Committee be appointed by Grantor, the general partners of Grantor shall act in such capacity and if there be a change in the form of entity then the governing body of the new entity shall act in such capacity. Standards and guidelines adopted by Grantor shall not be less restrictive than the area and height restrictions and shall be in harmony with the color restrictions set forth in this Paragraph 5(d).

(e) Existing Structures. Grantor reserves the right to occupy, maintain, repair and replace all existing improvements located on the property including, without limitation, the family cabin, deck and garage depicted in the baseline documentation. The right to occupation and use of said structures is in addition to those provided for by paragraph 5(d).

6. Review of Grantor Plans Pursuant to Prohibited Uses and Reserved Rights. Before undertaking to construct or build any surface or subsurface structures, buildings, fences, roads or similar things pursuant to any reserved right under paragraph 5 above or any exception to a prohibited use under paragraph 4 above, Grantor shall submit to Grantee a detailed written plan describing the undertaking. Grantee shall have a period of forty-five (45) days from receipt of said plan to review said plan and make objections to same. All such objections shall be based upon inconsistencies between the plan and the purpose of this Easement or the Conservation Values of the Property. If within said 45 day period, Grantee makes no objections, then Grantee shall be deemed to have approved of said plan, but nothing else not contained in the plan. If Grantee raises objections, the parties agree to meet and resolve in good faith all such objections prior to Grantor undertaking such development. If no agreement can be reached between the parties regarding the plan despite use of the parties' best efforts to do so, either one of the parties may submit the matter to binding arbitration. Any matter submitted to arbitration shall be submitted to and heard by the Salt Lake City Office of the American Arbitration Association in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

7. Grantee's Facilitation and Enhancement of Conservation Values. Nothing set forth herein shall prevent Grantee from seeking to facilitate or enhance the Conservation Values of the Property or the purposes of this Easement. Before undertaking any such facilitation, improvement or enhancement of the Conservation Values, Grantee shall prepare and submit to Grantor a detailed written plan describing same. Grantor shall have a period of forty-five (45) days from receipt of said plan to review said plan and make objections to same. All such objections shall be based upon inconsistencies between the plan and the purposes of this easement and the Conservation Values of the Property; provided however, that such enhancements shall not be in derogation of the reserved rights or the exceptions to the prohibited uses reserved to Grantor in this Easement. If within said 45 day period, Grantor makes no objections, the Grantor shall be deemed to have approved said plan, but no other matters except those set forth in the plan. If Grantor raises objections, the parties agree to meet and resolve in good faith all such objections prior to Grantee undertaking such development.

8. General Agreed Parameters for Certain Types of Improvements and Uses. The parties agree to the following matters with regard to particular types of possible improvements or uses of the Property:

- a. Roads. The parties agree that any existing roads or roads which are permitted and constructed will be constructed and maintained in such a fashion and manner so as to:
 - i. minimize the width and length of such road;
 - ii. maximize the ability of the road to be reclaimed and returned to a natural state when it is no longer required or needed;
 - iii. minimize the road's impact on the Conservation Values of the Property.

b. **Structures and Other Improvements.** The parties agree that any structures or other improvement which are permitted and constructed will be constructed in such a fashion and manner so as to minimize the structure's impact on the Conservation Values of the Property.

9. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

10. **Water Rights, Alteration of Watercourses and Topography.** Grantor will not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property. Removal of groundwater for use off the Property including, but not limited to the sale, removal, or transfer of water rights and shares for use off of the Property is not allowed unless expressly agreed to by Grantor. Grantor will not allow uses of the Property that would alter the topography, water systems, wetlands, or habitat on the Property except to the extent provided in the Permitted Uses section above. Grantor will not allow uses of the Property that would be detrimental to water quality or that would permanently alter the normal water level and/or flow except as is reasonable to carry out the ranching and other activities of the Property.

11. **Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 57-18-1, *et seq.*, Utah Statutes Annotated, or Section 170 (h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Morgan and Summit Counties, Utah.

12. **General Provisions.**

(a) **Duration of Easement.** This easement shall continue in perpetuity.

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

(c) **Taxes.** Grantor shall pay, before delinquency, all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

(d) **Maintenance.** Each party shall bear sole responsibility for any cost or expense reasonably required for the maintenance of any structure, building, road, fence or other improvement or enhancement made to or existing on the Property by that party.

(e) Proceeds. If Grantee receives proceeds from a future sale or exchange of the this Easement, the proceeds shall be used in a manner and for purposes consistent with the Conservation Values of the Property and the purposes of this Easement.

13. Violations and Remedies. Grantee and authorized representatives of Grantee may enforce any term or condition of this Easement with any legal or equitable remedy provided by law.

(a) If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fail to begin curing such violation within the thirty (30) day period, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any conservation values protected by this Easement, including damages for the loss of scenic, aesthetic, environmental or resource values, and to require the restoration of the Property to the condition that existed prior to any such injury. Without limited Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantee may pursue its remedies under this paragraph.

(b) Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee shall not be deemed or construed to be a waiver by Grantee of any of the terms of this Easement.

(c) Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

(d) Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Any remaining amount shall be paid out to the parties in accordance with the value of their interest in the remaining Property.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have set their hands on the day and year first above written.

GRANTOR

GRANTEE

BOYDEN FARMS LIMITED PARTNERSHIP, a Utah limited partnership

STATE OF UTAH, by and through the Department of Natural Resources, Division of Forestry, Fire & State Lands

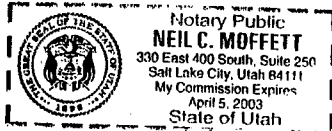
By: [Signature] STEPHEN G. BOYDEN Manager

By: [Signature] ARTHUR W. DuFAULT Director

ACKNOWLEDGMENTS

State of Utah)) ss County of Salt Lake)

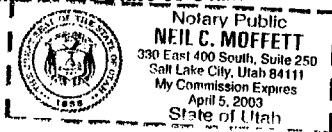
On this 5th day of July, in the year 2000, before me Neil C. Moffett, the undersigned notary public, personally appeared Stephen G. Boyden, Manager, Boyden Farms L.L.C., a Utah Limited Liability Company, personally known to me to be the person who executed the within instrument.



[Signature] Notary Public

State of Utah)) ss County of Salt Lake)

On this 5th day of July, in the year 2000, before me Neil C. Moffett, the undersigned notary public, personally appeared Arthur W. DuFault, personally known to me to be the person who executed the within instrument as the Director of the Division of Forestry, Fire and State Lands, on behalf of the State of Utah.



[Signature] Notary Public

SCHEDULE OF EXHIBITS TO DEED OF CONSERVATION EASEMENT (FOREST LEGACY)

- A. Property Description
- B. Baseline Documentation Acknowledgment
- C. Parameters for Stewardship Plan (including forest and range/agricultural parameters)

EXHIBIT "A"
TO DEED OF CONSERVATION EASEMENT
(PROPERTY DESCRIPTION)

A tract of real property located in Morgan and Summit Counties, Utah, described as follows:

Parcel 1: A tract of land being part of the Northeast Quarter of Section 21, Township 2 North, Range 4 East of the Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the northeast corner stone of the said Section 21, and running thence South 0° 02' West 2719.0 feet to a point midway to the southeast corner stone of said Section 21; thence South 85° 49' West 1048.0 feet along the Quarter Section line; thence along a ridge three courses as follows: North 25° East 1514.0 feet; thence North 33° East 532.6 feet; thence North 5° 30' West 965.4 feet to section line; thence North 85° 43' East 210.0 feet to the point of beginning, and containing 28.20 acres.

Parcel 2: A tract of land being part of the Southeast Quarter of Section 21, Township 2 North, Range 4 East of the Salt Lake Base and Meridian, and more particularly described as follows:

Beginning at the southeast corner stone of said Section 21, and running thence South 85° 55' West 812.3 feet along the section line; thence along a ridge five courses as follows: North 41° West 1180.0 feet; thence North 11° West 377.0 feet; thence North 2° East 1079.3 feet; thence North 59° East 659.00 feet; thence North 25° East 24.0 feet to the Quarter Section line; thence along said line North 85° 49' East 1048.0 feet to a point midway along the east boundary of said Section 21 between the Northeast and Southeast Corner Stones; thence South 0° 02' West 2719.0 feet to the point of beginning, and containing 90.33 acres.

Parcel 3: The East one-half of the West one-half of Section 22, Township 2 North, Range 4 East, Salt Lake Base and Meridian, containing 160 acres.

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Parcel 4: All of Section 27, Township 2 North, Range 4 East, Salt Lake Base and Meridian, EXCEPTING the following described portion thereof: Beginning at a point North 85° 53' East 82.4 feet from the South quarter Section corner stone of said Section 27, and running thence 16 courses along a ridge as follows: North 13° 30' West 170.0 feet; North 3° 30' East 137.0 feet; North 5° West 112.0 feet; North 4° East 146.0 feet; North 12° 30' West 148.0 feet; North 44° East 90.0 feet; North 26° 30' East 91.0 feet; North 34° 10' East 815.5 feet; North 40° East 142.0 feet; North 33° East 566.5 feet; North 4° East 412.5 feet; North 2° 10' West 740.0 feet; North 7° 25' West 1274.0 feet; North 28° 30' East 393.0 feet; North 36° West 192.0 feet;

North 3° West 422.5 feet to the North boundary of said Section 27 at a point which bears North 85° 32' East 862.6 feet from the North quarter Section corner stone of said Section 27; thence North 85° 32' East 1779.4 feet to the Northeast corner of said Section 27; thence South 0° 03' West 5400.0 feet to the Southeast corner of said Section 27; thence South 85° 53' West 2562.8 feet to the point of beginning, which excepted parcel contains 238.0 acres.

Parcel 5: Part of the North East Quarter of Section 28, Township 2 North, Range 4 East of the Salt Lake Base and Meridian.

Beginning at the North East Corner Stone of the said Section 28, and running thence S. 0° 02' W. 1666.0 feet along the section line; thence along a ridge three courses as follows: N. 26° 51' W. 796.6 feet; thence N. 24° W. 854.0 feet; thence N. 41° W. 155.5 feet to section line; thence along said line N. 85° 55' E. 812.3 feet to the point of beginning, and containing 15.20 acres.

consisting of 695.73 acres, more or less.

subject to all easements and restrictions of records as evidenced by that certain title commitment number 00042636 issued by First American Title Insurance Company, Utah Division, on December 6, 1999, but excluding all mortgages, deeds of trust and similar financial encumbrances.

**EXHIBIT B TO DEED OF CONSERVATION EASEMENT
(Acknowledgment of Baseline Documentation)**

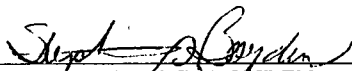
Grantor and Grantee acknowledge that each has read the Boyden Farms Documentation Report, Baseline Documentation dated June 30, 2000, and that the report accurately reflects the condition of the Property subject to the Easement as of the date of conveyance of the Easement.

GRANTOR

GRANTEE

BOYDEN FARMS LIMITED
PARTNERSHIP, a Utah
limited partnership

STATE OF UTAH, by and through the
Department of Natural Resources, Division
of Forestry, Fire & State Lands

By: 
STEPHEN G. BOYDEN
Manager

By: 
ARTHUR W. DuFAULT
Director

**EXHIBIT C TO DEED OF CONSERVATION EASEMENT
(Parameters for Stewardship Plan (including forest and range/agricultural parameters))**

A copy of the Forest Stewardship Plan Guidelines pp. 1-2 to 1-10 from Utah's Stewardship Incentive Program Handbook (edited 11/14/97) is included as the parameters for the Stewardship Plan.

(Parameters of Forest Stewardship Plan)

Recommended FSP Components

1. Cover Sheet
 - A. Title
 - B. Date prepared/amended
 - C. Landowner's name, address and telephone number
 - D. Name of professional preparing plan, employer, address and telephone number
2. Table of Contents - may only be necessary for larger documents
3. Objectives
 - A. Landowner - This should include two or more resource management objectives; objectives of greater importance to the landowners should be noted.
 - B. Division - The objective of the Division's Forest Stewardship Program is to encourage long-term stewardship of non-industrial private forest lands by assisting private landowners with the active management of their forest and related resources.
4. General Site Description - a general description of the entire property that includes general information and any specific characteristics that the professional feels could be of importance in the management of the property.
 - A. Property location: county, legal description and USGS quads
 - B. Acreage of property and breakdown of forest, range and agricultural acreage
 - C. General forest and forest resource description
 - D. Average yearly precipitation (rainfall/snowfall) and site temperatures
 - E. Elevation
 - F. Access
 - G. Historic or Cultural Resources - The Division of State History should be contacted during the preparation of the FSP. If no sites are known to exist, language similar to the following should be included:

The landowner and Division are not aware of the existence of cultural or historic resources on this property. If evidence of sites are found during the course of implementing this plan, the landowner must notify the

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Division of State History as required under Utah Code Title 9-8-307. If, upon completion of a survey by the Division of State History, cultural resources are found to be present, mitigating measures may have to be addressed for their protection. The landowner should consider any of all viable management alternatives if any such sites are found to exist on or near areas designated for management.

- H. General soil and topographic information (as available)
- I. Wildlife and fisheries information
- J. Endangered plant and animal species observed or known to occur in the area - The Utah Division of Wildlife should be contacted for the presence of any endangered species on the property. If an un-timely response or none known to exist response is provided language similar to the following should be included:

The Threatened and Endangered Species Act of 1973 states that animals and plants "are of aesthetic, ecological, educational, historical, recreational, and scientific value to the Nation and its people" (Endangered Species Act, USDI, 1973). Under the act, all forms of fish, wildlife and plant species found to be in a threatened or endangered state are to be conserved and protected. Once officially listed as "threatened or endangered", the species is given full, legal protection as stated under the act.

There are no specific or formal regulations which pertain to privately owned lands. However, private landowners must abide by the bylaws as outlined in the act if such actions they take are found to harm, harass, or destroy the species or the habitat they occupy.

The landowner and division are not aware of the existence of threatened or endangered species on this property. If threatened or endangered species are found during the course of implementing this plan, actions recommended in this plan should be reviewed to ensure that they do not harm the species, or destroy the habitat they occupy.

- K. Aesthetic resources and concerns
5. Resource Description and Management Recommendations - an in-depth description and inventory of all forest resources by stands and recommendations for the manipulation of the stands to meet the landowner's objectives. Information should be provided in non-technical terms and readable to the landowner.
- A. Stand narrative (for each stand)

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- i. Forest type
- ii. Stand size, aspect and topography
- iii. Stocking information (understocked, well stocked, over stocked, etc.)
- iv. Stand age
- v. Understory description
- vi. Fuel types, loading and special burning, wildfire or interface considerations
- vii. Specific wildlife, aesthetic and recreation information
- viii. Specific soil, water and wetland information
- ix. Specific insect and disease problems
- x. Specific endangered species and historic and cultural information
- xi. Past management or other activities
- xii. Any other information that may be of importance in the management of the stand

B. Stand management recommendations narrative (for each stand)

- i. Recommended treatment of stand (attempt to provide more than one option to achieve landowner's objective)
- ii. Desired outcomes of treatment in relation to landowner objectives
- iii. Specific actions needed to protect valuable or endangered resources
- iv. Future actions that may be required

6. Practice implementation schedule table

Recommendation Completion Year (s)	Stand(s)	Acres	Practice Description	Approx. Volume Produced	Approx. *

Approximate Cost is based on current not to exceed rates from the Utah Forest Stewardship Incentives

DEED OF CONSERVATION EASEMENT

ogram.

7. Certifications and Approvals

A. Professional Forester Certification: I have prepared (revised) this Forest Stewardship Plan. Resource professionals have been consulted and/or provided input as appropriate during the preparation of this plan.

Signed: _____ Date: _____
Forester
Title:

B. Landowner Certification: I, We, have reviewed this plan and agree with the recommendations contained herein. The plan reflects my interests and involvement in its development. Resource management activities on the lands described herein will be conducted in a manner consistent with the practices recommended herein.

Signed: _____ Date: _____
Landowner

C. State Forester's Approval: This plan meets the criteria established for Forest Stewardship Plans by the Utah Forest Stewardship Coordinating Committee. Practices recommended herein are eligible for funding under the Stewardship Incentives Program.

Signed: _____ Date: _____
Forest Stewardship Coordinator

8. Maps

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- A. Neat and legible
- B. Scale
- C. Legend
- D. Delineation of forest stands

9. Appendices

- A. Long term management possibilities (from 100 year FVS run)
- B. SVS printouts showing treatments recommended to stands
- C. Other supplemental information

10. Technical Summary (for use by other professionals and if desired presented to the landowner both as an educational tool and to justify the recommendations provided). The following information should be completed for each stand.

1. Brief narrative to describe:

- i. Specific information regarding inventory (BAF, sampling intensity, sampling methods, etc.)
- ii. Recommendations for further/future inventory for the implementation of recommended practices.
- iii. Any forest health information not included in the FSP that would be of value to other resource managers.
- iv. Explanation of recommended practices in relation to stand characteristics and landowner objectives.

2. Distribution of Stand Attributes Among Sample Points

CHARACTERISTIC	MEAN	STD. DEV.	COEF VAR	SAMPLE	95% CONFIDENCE LIMITS
TREES PER ACRE					
CUBIC FEET/ACRE					
SCRIBNER BF/ACRE					
BASAL AREA/ACRE					

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3. General Species Summary for the Cruise

SPECIES	SCRIBNER BF/ACRE	CUBIC FEET/ACRE	TREES/ACRE	BA/ACRE

4. Other Stand Attributes

Fire Behavior Fuel Model	
Average Stand Age	years
Average D.B.H.	
Age Type	
Stand Size	acres

Stand SDI	
SDI Maximum	
SDI Minimum	
Windthrow Rating	
Site Index (<i>species</i>)	

5. Summary Statistics (for 10 FVS cycles or one rotation utilizing recommended practices)

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