

When Recorded, Mail To:
Craig B. Terry, Esq.
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, Utah 84145-0898

00223018 BK 00457 Pg 00486-00501
WASATCH CO RECORDER-ELIZABETH H PARCELL
2000 APR 03 15:19 PM FEE \$49.00 BY MMH
REQUEST: HEBER RANCHES LLC

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 17th day of Feb., 2000, by HEBER RANCHES, L.L.C., a Utah limited liability company, and ASPEN RIDGE RANCHES, L.L.C., a Utah limited liability company (collectively referred to herein as "Grantor"), in favor of THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC., a Utah nonprofit corporation ("Grantee").

WITNESSETH:

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

WHEREAS, the Property possesses significant value as a natural habitat for native wildlife as well as ecological, scenic, aesthetic and open space values, including flora, fauna and soils; and

WHEREAS, the Property provides significant year-round range and habitat for elk, deer, bear, mountain lion and other regional Utah wildlife, and the maintenance of such natural habitat helps support wildlife populations in the Wasatch Mountains; and

WHEREAS, the Property possesses natural, ecological, scenic, agricultural, aesthetic and open space values (the "Conservation Values") which are of great importance to Grantor, to the people of Wasatch County and to the people of State of Utah, and as such are worthy of preservation; and

WHEREAS, Grantor intends that the Conservation Values of the Property be preserved and maintained by the continuation and introduction of land use patterns on the Property that will not significantly impair or interfere with the Conservation Values; and

WHEREAS, the specific Conservation Values of the Property are documented, in part, in a resource manual provided by Pioneer Environmental, which resource manual is on file at the offices of Grantee and Grantor and is hereinafter sometimes referred to as the "Baseline Documentation" and which consists of reports, maps, photographs and other documentation intended to provide the parties with an accurate representation of the Property at the time of the granting of this Easement and which will serve as an objective information baseline for monitoring compliance with the terms of this Easement along with additional ground proofing

which shall be added to this Baseline Documentation and which shall be agreed to by the parties as additional representation of the Property; and

WHEREAS, Grantor further intends, as the owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity pursuant to the terms and conditions set forth herein; and

WHEREAS, the Governor of the State of Utah has articulated the importance of open space, wildlife and agricultural preservation in his executive order establishing the Utah Critical Lands Committee on May 24, 1996; and

WHEREAS, Grantor intends to preserve the ranching viability and heritage of the Property through the use of holistic resource management principles which will allow for the grazing of livestock freely throughout the Property; and

WHEREAS, Grantor intends to preserve and enhance the historical nature of the ranching operation which has been in existence since the early 1900s; and

WHEREAS, Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, (the "Code") whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, historical, agricultural, forested, and/or open space condition; and

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

WHEREAS, the parties wish that any interpretation of this Deed of Conservation Easement be construed so as to further the preservation, protection and enhancement of wild and free-ranging elk and other wildlife, and the other natural, ecological, scenic, aesthetic and open space values of the Property.

00223018 EK 00457 P3 00487

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of the laws of the State of Utah and in particular Section 57-18-1 et seq. of the Utah Code, Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement the ("Easement") over and across all of the Property to preserve and protect the natural, ecological, riparian, historic, watershed, habitat, open space, scenic and passive recreational values present on the Property. This Easement shall forever bind Grantor and Grantor's successors in ownership and/or use of the Property as well as Grantee and any qualified successor of Grantee, as identified in Section 9 below. The Easement is granted in perpetuity, and any mortgage, lien or other encumbrance, other than any encumbrances of record existing at the time of this instrument's execution and recordation, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein.

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained forever predominantly in its natural, scenic, forested and/or 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 shall limit the use of the Property to such activities, including, without limitation, those involving limited residential, recreational, ranching, grazing and equestrian use, as are consistent with the purpose of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement, or detrimental to the Conservation Values expressed in this Easement, is expressly prohibited.

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

2.1 Right to Preserve and Protect Conservation Values. Grantee shall have the right to preserve and protect the Conservation Values of the Property.

2.2 Right to Enter the Property. Grantee shall have the right 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, its successor and assigns, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property. The general public is not granted access to the Property under this Easement. Grantee shall have the right of immediate entry upon the Property if, in Grantee's sole judgment, such entry is necessary to prevent immediate damage to or the immediate destruction of the Conservation Values of the Property.

2.3 Right to Prevent Inconsistent Use. Grantee shall have the right to prevent any detrimental 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, pursuant to Section 6 of this Easement.

3. Permitted Uses and Practices. The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement, and these practices may not be precluded or prevented by this Easement, except when this Easement requires prior approval of an activity by Grantee, or when such uses or practices are conducted or allowed to take place in a matter which violates the purpose of this Easement as specified in Section 1.

3.1 Reserved Homesites. Grantor may subdivide the Property, in a manner consistent with state and local law, into no more than nine (9) subdivided residential parcels (the "Parcels"), with each such Parcel to have a minimum of one hundred sixty (160) acres allowing within each subdivided Parcel:

3.1.a One primary single family dwelling, one garage, one caretaker dwelling with garage and free-standing barn(s) and outbuildings (the "Improvements").

3.1.b Construction of all Improvements, including fencing, within any such single Parcel shall be limited to an area of disturbance (the "Area of

Disturbance”) having an area no greater than ten (10) acres, except that the construction and installation of roadways, utility lines, water wells, water storage tanks, waterlines and septic tanks may be located on the Property and either within or outside the nine (9) separate Areas of Disturbance on the Property, provided that these areas are returned to as natural and undisturbed state as is reasonably possible.

3.2 Control of Domestic Pets; Grazing. All domestic pets shall be actively restrained from leaving the Areas Of Disturbance. Outside the Areas of Disturbance, Grantor or the homeowner’s association (the “Association”) formed by the owners of the Parcels shall provide for perpetual grazing with livestock consistent with the provisions of the Range Management Guide for Wasatch County, Utah prepared by Wasatch County in order to protect the grazing habitat of elk, deer, moose and other wildlife. However, neither Grantor nor the Association shall permit the grazing of horses outside the Areas of Disturbance. The nine (9) separate Areas of Disturbance shall not be subject to the terms and conditions of this Easement

3.3 Consistent Uses. The Property may be used for residential, recreational, ranching, grazing and equestrian purposes

3.4 Protection of Conservation Values. None of the improvements permitted by Section 3.1 shall be constructed in any wildlife birthing areas, in any goshawk nesting habitats or in any riparian areas. All improvements allowed by this Easement shall be constructed in a manner consistent with this instrument which does not materially impair the Conservation Values.

3.5 Ranching Activities. Grantor and its successors and assigns may conduct traditional ranching activities on the Property, including grazing, feeding, raising and managing livestock in a manner which does not threaten the health, nor seriously impair the habitat, including but not limited to birthing areas and vegetation coverage, for elk, deer and other wildlife on the Property. Livestock grazing shall be conducted in a manner consistent with the Wildlife Resources Management Plan for the Property prepared by Pioneer Environmental.

3.6 Fences. Grantor and subsequent owners of Parcels may construct and repair fences only within and around the Areas of Disturbance. However, notwithstanding any provision of this Easement to the contrary, no game-proof fences shall be constructed on the Property except within the Areas of Disturbance.

00223018 BK 00457 Pg 00489

3.7 Trails. Grantor or the Association may establish from time to time within the Property private trail easements for equestrian use, hiking, non-motorized vehicles, cross-country skiing, and, in some circumstances, motorized vehicles in a manner consistent with the Wildlife Resources Management Plan for the Property, all of which trails shall be for the use and benefit of the owners of the Parcels and the guests and invitees of such owners. The general public shall have no right to use any such private trail easements on the Property. Grantee shall have the right to approve all private trail easements on the Property, which consent shall not be unreasonably withheld or delayed.

3.8 Roads. Grantor and its successors in interest shall have the right to construct and maintain on the Property limited use roads in order to provide ingress and egress to the Parcels and the Areas of Disturbance on the Property. Roads and trails shall be designed to skirt riparian zones and wildlife birthing areas rather than penetrate them.

3.9 Ponds. The owners of the Property may provide for the enhancement of stock watering ponds and other water features intended for the benefit and use of wildlife within the Property. All such new ponds must be constructed in accordance with the standards imposed from time to time by the Utah Division of Wildlife, and all such new ponds must be approved by Grantee, which approval shall not be unreasonably withheld or delayed.

4. Prohibited Uses and Practices. To accomplish, safeguard and promote the purposes of the Easement, Grantor hereby declares and covenants that the following uses and practices are inconsistent with this Easement and are prohibited in perpetuity on the Property:

4.1 Development, division, subdivision, or construction of any structures, except for those provided for in Sections 3 through 3.9; and

4.2 Mining, quarrying, tunneling, excavating or drilling for any substances within the earth, including but not limited to oil, gas, minerals, gravel, sand, rock and earth, except for such necessary drilling and excavation in connection with the construction of roads, utility lines, water wells, septic tanks and other Improvements authorized herein; and

4.3 Any commercial or business use, provided however that nothing in this provision is intended (a) to prevent Grantor from using one and no more than three Parcels for purposes of an office to conduct business including supervising construction on reserved homesites and sales during the actual period of construction of the homesite improvements on the Property or until all of the Parcels are sold, or (b) to prevent the use of a Parcel by its owner for a home occupation, or (c) the exercise of such grazing rights as may be granted to a lessee under a grazing lease, which lessee is engaged in the livestock business, which grazing lease may affect all or portions of the Property; and

4.4 Diking, draining, filling, or altering of bodies of water, except as provided for in Section 3; and

4.5 Placement, or erection of signs, billboards, or outdoor advertising structures except for a reasonable number of signs for the following purposes:

4.5.a To state the name of the Property, or any portion thereof and the names and addresses of any occupants; and

4.5.b. An entrance monument for each Parcel located no closer than one hundred (100) feet to the roadway at the point where the roadway enters each Parcel; and

4.5.c. Traffic control and directional signs for roadways or trails placed by Wasatch County or by the Association; and

4.5.d. Temporary signs warning of some immediate danger may be placed on the Property; and

4.5.e. Signs deemed appropriate and necessary by Grantor and its successors and assigns as approved by Grantee; and

4.5.f. A sign placed by Grantee and approved by Grantor and the Association, which sign shall be of a type customarily used by Grantee to identify the Property as lands under a conservation easement. All locations of Grantee's signs shall be approved by Grantor; and

4.6 Motorized vehicles, except on such roads and trails as may be designated from time to time by the Association for the operation of such vehicles, and no vehicle shall be operated in any manner that could cause damage or harm to the natural environment and landscape of the Property or any of the wildlife on the Property. Under no circumstances shall motorized vehicles, including but not limited to snowmobiles, dirt bikes and other forms of such all terrain vehicles, be used to pursue the native wildlife; and

4.7 The hunting, trapping and harassment of wildlife, by firearms or any other means. Notwithstanding the foregoing, certain limited periodic hunting may be permitted by the Association on the Property in order to comply with the requirements of the Wildlife Resources Management Plan for the Property and the requirements of the Utah Division of Wildlife. Such hunting permitted within the Property shall be limited to designated portions of the Property; and

4.8 The dumping, depositing, abandoning, discharging, storing, maintaining, or releasing of any gaseous, liquid, solid, or hazardous waste, substance, materials, pollutants, or debris of whatever nature on, in, or over the ground or into surface or ground water of the Property, except for the use on the Property of Wasatch County approved septic tank systems in accordance with health and other applicable laws; and

4.9 Construction of any roads except as provided for at the time of the signing of this Easement and as permitted in Sections 3 through 3.9; and

4.10 All other uses and practices inconsistent with and significantly detrimental to the stated objectives and purposes of the Easement.

5. Reserved Rights. Grantor reserves to Grantor, and to Grantor's successors and assigns, all rights accruing from Grantor's 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 inconsistent with the purpose of this Easement.

6. Grantee's Remedies. If Grantee determines that any owner of the Property is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to such owner and to the Association of such violation and of Grantee's demand for 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 promptly the portion of the Property so injured. If such owner fails to cure the violation

00223018 BK 00457 P3 00491

within sixty (60) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, fails to begin curing the violation with the sixty (60) day period, or fails 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 and to require the restoration and repair of the Property. Without limiting such owner's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. Grantee's rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In addition to the rights of Grantee described above, in the event that an owner of all or any portion of the Property is in violation of any of the terms of this Easement and in the event that such owner fails to cure the violation within one hundred eighty (180) days following receipt by such owner and by the Association of a notice of violation from Grantee, as set forth above, then following the expiration of such one hundred eighty (180) day period, Grantee shall have the right to assess the owner of the Property found to be in violation the actual costs and expenses incurred by Grantee to remedy any such violation, including without limitation the costs and expenses incurred by Grantee to remove any unauthorized improvements on the Property constructed by such owner and all costs and expenses incurred by Grantee to reseed or replace any vegetation damaged by such owner in violation of this Easement. In order to assess the owner of the Property for such costs and expenses incurred by Grantee, Grantee shall be required to present to such owner adequate documentation evidencing the violation of this Easement by such owner, utilizing maps, other records and documents which were generated prior to the date of this Easement and which were updated subsequent to the date of this Easement.

6.1 Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against any owner of the Property, including without limitation costs of suit and attorneys' fees, and any costs of restoration necessitated by such owner's violation of the terms of this Easement shall be borne by the owner found to be in violation of this Easement. If such owner prevails in any action to enforce the terms of this Easement, such owner's costs of suit, including without limitation attorneys' fees, shall be borne by Grantee. 00023018 BK 00457 Pg 00492

6.2 Grantee's Forbearance. Any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by any owner of the Property 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 or remedy

upon any breach by any owner of the Property shall impair such right or remedy or be construed as a waiver.

6.3 Waiver of Certain Defenses. Grantor hereby waives any defense of laches or estoppel.

6.4 Acts Beyond Owner's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against any owner of the Property for any injury to or change in the Property resulting from causes beyond such owner's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by any such owner of the Property under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

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

8. Costs and Liabilities. Grantor and Grantor's successors-in-interest, with respect to the ownership of the Property, shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

8.1 Taxes. Grantor and Grantor's successors-in-interest, with respect to the ownership of the Property, shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent governmental authorities (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and Grantor and Grantor's successors-in-interest, with respect to the ownership of the Property, shall furnish Grantee with satisfactory evidence of payment of such taxes upon request.

8.2 Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, 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 attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligations specified in Sections 8 and 8.1 hereof; (3) the existence or administration of this Easement; and (4) any hazardous waste cleanup obligations resulting from previous landfills, dumping, toxic refuse or other waste upon the Property for which remediation efforts are ordered by a governmental authority having jurisdiction with respect to the Property.

00223018 BK 00457 Pg 00493

9. Assignment. Grantee may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Code, which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4)(A) of the Code. Any such "qualified organization" shall agree to enforce the conservation purposes protected by this Easement.

Grantee agrees that it will, in the event of any assignment, choose an assignee which is a qualified organization other than a governmental unit referred to in Section 170(c)(1) of the Code, which has conservation of natural resources as a substantial organizational purposes. Grantee represents to Grantor that its present intention is to assign its interest in this Easement only in connection with a dissolution of Grantee. Grantee shall obtain the prior written consent of Grantor before making any assignment of this Easement.

10. Baseline Documentation. The parties acknowledge that an inventory of Baseline Documentation relating to the Property has been completed by competent professionals familiar with the Property and furnished by Grantor to Grantee. Copies of this inventory of Baseline Documentation are on file in Grantee's offices and in Grantor's offices. The parties acknowledge that this collection of Baseline Documentation contains an accurate representation of the condition of the Property subject to this Easement and the natural resources associated with the Property as of the date of the execution of the Easement in accordance with Treasury Regulation § 1.170A-14(g)(5)(i). Notwithstanding the foregoing, in the event of a controversy arising with respect to the nature of the biological and/or physical condition of the Property, the parties shall not be foreclosed from using any and all other relevant or material documents, surveys, reports and other information to assist in the resolution of that controversy. To establish the present condition of the Property's natural, scenic, wildlife and water quality resources and the Property's manmade features, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of this Easement, the parties hereto agree to prepare additional documentation regarding the present condition of the Property by 2 years.

11. Management Plan. Based upon the Baseline Documentation in its entirety, Grantee and Grantor shall develop an overall Management Plan consistent with the terms of this Easement. Subjects to be covered in the Management Plan may include but are not limited to grazing, livestock and wildlife management, hunting, motorized and non-motorized trails and any other uses of the Property directly related to the Conservation Values expressed in this Easement.

12. Extinguishment of Development Rights. Grantor hereby acknowledges the extinguishment of all development rights with respect to the Property except as specifically reserved herein that are now, or hereafter may be, allocated, implied, reserved or inherent to the Property.

13. Condemnation or Other Involuntary Conversion. Grantee's property rights in this Easement shall be based on the condition and improvements on the Property at the time that the Easement is established, and this condition shall be documented as referred to in Section 10 above. For purposes of this Section 13, Grantee's property rights shall be deemed to have a fair market value at least equal to the proportionate value that this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to extinguishment of this Easement, as provided in Treasury Regulation § 1.170A-14(g)(6)(i), or of a portion of Grantee's rights under this Easement, then Grantee, on a subsequent condemnation or other involuntary conversion of the Property or a portion of the Property, shall be entitled to a portion

of the condemnation or involuntary conversion proceeds equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation § 1.170A-14. Whenever all or part of the Property is taken as the result of exercise of the right of eminent domain, or under claim of rights of eminent domain, by public, corporate or other authority, Grantor and Grantee shall join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, as provided in this Section 13.

14. Subsequent Transfers. Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which Grantor conveys any interest in the Property (including any leasehold interest). Grantor will notify Grantee in writing of any conveyance of interest by sending written notice to Grantee as provided in Section 16. Grantor agrees to provide notice of this Easement to successor owners of interest, and to any potential purchasers or subsequent owners of the Property. In the event Grantor elects to sell some or all of the Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. The failure of Grantor to perform any act required by this Section 14 shall not impair the validity of this Easement or limit its enforceability in any way.

15. Estoppel Certificates. Upon request by Grantor, Grantee shall within twenty (20) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and which otherwise evidences the status of this Easement as may be requested by Grantor.

16. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: Heber Ranches, L.L.C. and
Aspen Ridge Ranches, L.L.C.
1132 South 500 West
Salt Lake City, Utah 84101

To Grantee: The Utah Open Lands Conservation
Association, Inc.
P.O. Box 680921
Park City, Utah 84068

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

00223018 BK 00457 Pg 00495

17. Recordation. Grantee shall record this instrument in a timely fashion in the official records of the Recorder of Wasatch County, Utah and may re-record it any time as may be required to preserve its rights in this Easement.

18. General Provisions.

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

18.2 Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in order to promote and favor the purpose of this Easement. 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 that would render it invalid.

18.3 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.

18.4 Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that has been executed and acknowledged by Grantee and by all of the owners of the Property at the time of such amendment, and the amendment shall be recorded in the official records of the Recorder of Wasatch County, Utah.

18.5 No Forfeiture. Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect.

18.6 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.

18.7 Constructive Notice. Every person who owns, occupies or acquires any right, title or interest in the Property or in any portion of the Property is conclusively deemed to have notice of this Easement and its contents, and to have consented to the application and enforcement of each of the provisions of this Easement against such person's property, whether or not there is any reference to this Easement in the instrument by which such person acquires title to such person's interest in any portion of the Property.

00223018 BK 00457 Pg 00496

18.8 Termination of Rights and Obligations. A party's rights, obligations and liability under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for a person's acts or omissions occurring prior to such transfer shall survive the transfer. Consequently, upon the conveyance by Grantor of all of Grantor's right, title and interest in and to the Property or any portion of the Property, Grantor's rights, obligations and liability arising under this Easement shall terminate with respect to the portion of the Property so granted or conveyed by Grantor, effective as of the date of such transfer, and the transferee of such interest in the Property shall be conclusively deemed to have consented to the

assumption by such transferee of all rights, obligations and liability arising under this Easement with respect to the Property owned by such transferee, which shall continue in effect for so long as such transferee owns an interest in the Property.

18.9 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 the construction or interpretation hereof.

18.10 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties, and each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

00223018 Bk 00457 Pg 00497

IN WITNESS WHEREOF Grantor and Grantee have caused this Easement to be executed by persons duly authorized to execute the same to be effective as of the day and year first above written.

HEBER RANCHES, L.L.C., a Utah limited liability company

By: Aspen Ridge Ranches, L.L.C., a Utah limited liability company

Its: Manager

By: Todd B. Crosland

Todd B. Crosland

Title: Manager

By: Douglas K. Anderson

Douglas K. Anderson

Title: Manager

ASPEN RIDGE RANCHES, L.L.C., a Utah limited liability company

By: Todd B. Crosland

Todd B. Crosland

Title: Manager

By: Douglas K. Anderson

Douglas K. Anderson

Title: Manager

00223018 BK 00457 Pg 00498

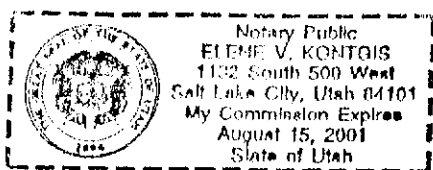
THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC., a Utah nonprofit corporation

By: _____

Title: Chair

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day of February, 2000 by Todd B. Crosland and Douglas K. Anderson who executed this instrument in their capacity as Managers of Aspen Ridge Ranches, L.L.C., a Utah limited liability company, which executed this instrument in its capacity as the Manager of Heber Ranches, L.L.C., a Utah limited liability company.



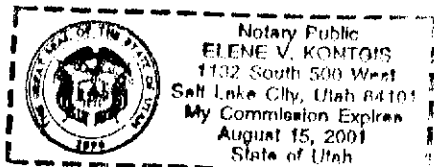
Eleene V. Kontzias
NOTARY PUBLIC
Residing at: S.L. County, Utah

My Commission Expires:

8.15.01

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day of February, 2000 by Todd B. Crosland and Douglas K. Anderson, in their capacity as Managers of Aspen Ridge Ranches, L.L.C., a Utah limited liability company.



Eleene V. Kontzias
NOTARY PUBLIC
Residing at: S.L. County, Utah

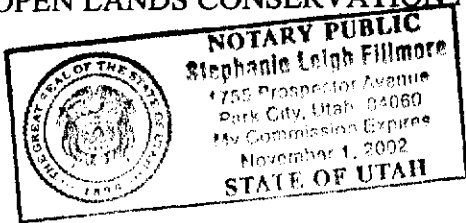
My Commission Expires:

8.15.01

00223018 BK 00457 Pg 00499

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

The foregoing instrument was acknowledged before me this 10th day of March,
2000 by Lois M. Hall, the chair person of THE UTAH
OPEN LANDS CONSERVATION ASSOCIATION, INC., a Utah nonprofit corporation.



Stephanie Leigh Fillmore
NOTARY PUBLIC
Residing at: Kamas, UT

My Commission Expires:

11.01.02

00223018 Blk 00457 Pg 00500

EXHIBIT "A"
TO
DEED OF CONSERVATION EASEMENT

Legal Description of Real Property Comprising of Wolf Creek Ranch, Plat 2B.

BEGINNING at the North 1/4 Corner of Section 19, Township 3 South, Range 8 East, Salt Lake Base and meridian, and running thence along the 1/4 Section Line S 00°28'55" E 2637.58 feet to the Center of Section 19, thence along the Section Line N 89°22'48" E 53.04 feet, to the Boundary line of Wolf Creek Plat 2A, thence along the Common Boundaries the following 30 calls; 1) S 00°05'57" E 223.08 feet, 2) thence N 65°15'28" E 127.19 feet to a point on a 450.00' radius curve to the right, 3) thence along arc of said curve 595.83 feet through a delta of 75°50'17" (chord bears S 78°49'28" E 553.09 feet), 4) thence S 38°54'17" E 90.27 feet to a point on a 300.00' radius curve to the left, 5) thence along arc of said curve 305.08 feet through a delta of -58°16'42" (chord bears S 68°02'08" E 292.08 feet), 6) thence N 82°50'00" E 152.92 feet to a point on a 300.00' radius curve to the right, 7) thence along arc of said curve 319.93 feet through a delta of 61°06'07" (chord bears S 86°36'58" E 304.98 feet), 8) thence S 38°03'53" E 208.03 feet to a point on a 300.00' radius curve to the left, 9) thence along arc of said curve 101.49 feet through a delta of -19°22'57" (chord bears S 45°45'22" E 101.00 feet), 10) thence S 55°26'50" E 333.07 feet to a point on a 300.00' radius curve to the left, 11) thence along arc of said curve 198.63 feet through a delta of -37°33'11" (chord bears S 74°13'28" E 193.13 feet), 12) thence N 88°59'58" E 154.78 feet to a point on a 500.00' radius curve to the right, 13) thence along arc of said curve 135.88 feet through a delta of 15°34'08" (chord bears S 85°12'59" E 135.44 feet), 14) thence S 77°25'58" E 402.37 feet to a point on a 150.00' radius curve to the right, 15) thence along arc of said curve 136.70 feet through a delta of 52°12'57" (chord bears S 51°19'27" E 132.02 feet), 16) thence S 25°12'59" E 56.28 feet to a point on a 150.00' radius curve to the left, 17) thence along arc of said curve 238.24 feet through a delta of -91°00'00" (chord bears S 70°42'59" E 213.98 feet), 18) thence N 85°19'47" E 59.48 feet to a point on a 150.00' radius curve to the right, 19) thence along arc of said curve 48.76 feet through a delta of 18°37'25" (chord bears N 74°38'30" E 48.54 feet), 20) thence S 22°55'23" E 609.49 feet, 21) thence S 02°05'03" E 259.31 feet, 22) thence S 54°18'21" E 378.50 feet, 23) thence S 28°57'04" E 832.07 feet, 24) thence S 03°53'31" E 747.43 feet, 25) thence S 11°31'55" E 385.99 feet, 26) thence S 01°50'58" W 881.20 feet, 27) thence S 21°47'39" E 641.86 feet, 28) thence S 11°00'15" W 789.26 feet, 29) thence S 02°58'01" E 352.97 feet, 30) thence S 12°54'42" W 193.09 feet, thence S 11°35'00" W 213.05 feet, thence S 49°57'43" W 420.73 feet to the Centerline of Big Pole Creek, thence along a Meandering Centerline the following 28 calls) 1) thence N 75°48'26" W 253.01 feet, 2) thence S 83°12'08" W 373.18 feet, 3) thence S 55°49'23" W 431.33 feet, 4) thence S 32°07'59" W 219.78 feet, 5) thence N 83°01'28" W 177.26 feet, 6) thence S 71°54'02" W 412.05 feet, 7) thence West 128.11 feet, 8) thence S 48°08'17" W 530.27 feet, 9) thence S 78°02'00" W 123.48 feet, 10) thence S 42°57'47" W 359.85 feet, 11) thence S 60°03'28" W 359.06 feet, 12) thence N 79°17'43" W 137.83 feet, 13) thence S 89°14'35" W 227.04 feet, 14) thence S 47°16'17" W 525.17 feet, 15) thence S 31°53'52" W 865.91 feet, 16) thence S 17°28'09" W 415.75 feet, 17) thence S 58°17'58" W 607.40 feet, 18) thence S 63°25'00" W 145.28 feet, 19) thence S 28°03'58" W 1921.03 feet, 20) thence S 08°27'59" W 225.47 feet, 21) thence S 20°53'31" W 75.08 feet, 22) thence S 05°47'53" W 92.54 feet, 23) thence S 01°44'58" E 240.44 feet, 24) thence S 20°20'18" W 35.85 feet, 25) thence S 06°30'12" E 81.95 feet, 26) thence S 35°10'51" W 183.84 feet, 27) thence S 07°42'56" W 126.51 feet to the South Section Line of Section 31, thence along the Section Line N 86°10'38" W 788.35 feet to the Southwest Corner of Section 31, thence along the Township Line N 00°23'11" E 13129.01 feet to the West 1/4 Corner of Section 19 said Township and Range, thence along Township Line N 00°19'06" E 2817.41 feet to the Northwest Corner of Section 19, thence along Section Line N 88°55'17" E 2687.30 feet to the point of BEGINNING. Parcel contain 1525 acres.

00223018 BK 00457 Pg 00501