



## **Memorandum**

**To:** Town Council  
**From:** Thomas Dansie, Director of Community Development  
**Date:** November 7, 2025  
**Re:** Request to Treat Juniper Trees in the Anasazi Plateau Conservation Easement

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### ***Executive Summary***

The Anasazi Plateau Homeowners Association (HOA) has requested permission to treat native Juniper trees located in the conservation easement. The trees are infected with bark beetle. The proposed treatment is pruning and removing the infected branches. The Town is the Holder of the Anasazi Plateau conservation easement, and as such can authorize certain actions in the easement area. The HOA made a similar request in 2012. The Town granted that prior request.

### ***Background***

The Common Area in the Anasazi Plateau subdivision is protected by a conservation easement. The Town is the Holder of the easement. The conservation easement assigns the Town (as Holder of the easement) the responsibility to protect and preserve the conservation values of the property. The easement defines “conservation values” fairly broadly. The conservation values are “natural, scenic, open space, and recreational values of great importance to [the Anasazi Homeowners], the people of Springdale, and the people of the State of Utah.”

Paragraph 4.2 (b) of the Conservation Easement Agreement document gives the HOA the right to “plant and maintain native trees, bushes and grasses to protect, preserve and enhance the aesthetic and wildlife habitat values of the Property.” The HOA is required to give prior notice of any proposed action in the conservation easement to the Town. The Town must give approval for the requested action unless the Town makes “a reasonable determination ... that the action as proposed would be inconsistent with the purposes of [the] easement or with Town ordinances.” (See paragraph 5.2)

The native Juniper trees in the conservation easement contribute to the natural and scenic value of the property. Traditionally, the Town of Springdale has placed great emphasis on preserving native Juniper trees (for example, the Town’s grading ordinance requires developers to replace native trees removed in the process of development with two new trees). The Anasazi homeowners also place great importance on the Juniper trees, as evidenced by their request for the Town to treat the trees.

Staff feels the Juniper trees contribute to the conservation value of the property. As such, the Town has the right to protect and preserve the naturally occurring Juniper trees in the subdivision. For example, the Town can take action against someone who cuts down a Juniper tree in the conservation easement.

However, in the present case it appears the trees are distressed through natural processes. The Council needs to decide if the easement compels the Town to allow proactive treatment of Juniper trees stressed

through natural processes, or if it merely gives the Town the right to prevent anthropogenic damage to the trees.

The HOA made a similar request to the Council in 2012. At that time the HOA proposed to treat the infected Juniper trees with pesticide. As part of the deliberation on that request the Council discussed whether or not it was appropriate to interfere with a natural process in the conservation easement. The Council also had concerns about the environmental impacts of using pesticide.

Ultimately the Council in 2012 determined that treatment of the distressed Juniper trees was a legitimate action to take in the conservation easement in order to protect the aesthetic and scenic values of the easement.

### ***HOA Request***

The current HOA request is to treat the infected trees by removing the limbs and branches with bark beetle, and keeping the remainder of the tree. This is a different strategy than spraying with pesticide which was approved in 2012. Pruning limbs and branches does not have the same environmental concerns as spraying pesticide. According to the arborists assisting the HOA in this project, it is also a more effective method to remove the bark beetle.

### ***Conservation Easement Considerations***

In addition to the direct impacts on the native vegetation, the HOA's proposed action could have secondary impacts on the conservation easement. For example, excessive foot traffic could result in trampling other native vegetation in the easement. Staging of equipment and vehicles could have impacts on the easement. Dragging the pruned limbs across the easement could damage brittle blackbrush or other fragile native plants.

If the Council approves the request to prune the Juniper trees, staff suggests the Council also include strict standards to protect the other vegetation and natural qualities of the easement.

### ***Council Action***

The Council needs to determine whether or not removal of Juniper tree limbs infected with bark beetle is an appropriate action under section 4.2 (b) of the Ansazi Plateau Conservation Easement.

If the Council approves the request staff recommends the following conditions:

1. All vehicles associated with this project must remain within the roadways and may not enter in or encroach on the conservation easement.
2. All staging areas, equipment storage areas, stockpile areas, and areas for other similar activities associated with the project must be confined to roadways within the subdivision, and not be located within the conservation easement area.

3. The arborists involved in the project must take care not to disturb other native vegetation during the course of the project. The arborists will take particular care to protect native vegetation in conservation easement when transporting cut limbs from the infected trees to the disposal area.

#### ATTACHEMENTS

- A. HOA Request Letter
- B. Minutes of the Council's action on the 2012 request to treat the Juniper trees with pesticide
- C. Anasazi Plateau Conservation Easement document

## ATTACHMENT A - HOA REQUEST LETTER

2491 Navajo Circle,  
Springdale Utah,  
84767

November 2, 2025

Springdale Town Council,

We are writing to you regarding an issue we are currently experiencing with the trees located on the Anasazi Plateau conservation easement. We have been informed by our arborists that we again have a serious Bark Beetle infestation with the Juniper Pines on the Plateau, and that this infestation threatens the entire forest. The drought that we are currently experiencing in Southern Utah has stressed these trees and made them vulnerable to this type of infestation and it is currently running unchecked throughout the forest. If remedial action is not taken the entire forest is in danger. In fact, we have already lost several trees to the Bark Beetle.

The loss of the forest would dramatically reduce the natural aesthetic of the Anasazi Plateau and the increase in the number of dead trees would present a serious fire hazard.

We experienced a previous Bark Beetle infestation twelve years ago. At that time the town granted us permission to address the infestation by spraying the infected trees on the conservation easement and this approach was effective. However, this time we would like to avoid spraying because spraying kills the "good" bugs as well as the Bark Beetle. It is an environmentally undesirable solution. Instead, we would like to have a team of Arborists cut off the dead and infected branches from the affected trees, and have these branches mulched and removed from the Plateau. We have been advised by Zion Arborist that this is an effective way to curtail the spread of the infection and save the remaining trees.

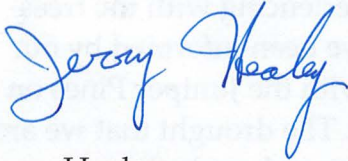
We are asking for permission from the town to implement this solution.

Paragraph 4.2 (c) of the Conservation Easement Agreement between the Town of Springdale and the Anasazi Plateau Homeowners Association states that the Association has the right to:

*"To plant and maintain native tree, bushes and grasses to protect, preserve and enhance the aesthetic and wildlife habitat values of the Property ...".*

We regard the remedial action we are proposing to rid the Bark Beetle from the native trees on the conservation easement as maintenance, as specified in this agreement, and we ask that the town again grant us permission to save the Juniper Pines and preserve the natural beauty that they provide.

Most sincerely yours,



Jerry Healey  
Anasazi Plateau HOA Board of Directors



**Anasazi Plateau Conservation Easement: Health of Juniper trees in the Easement and potential treatments:** Mr. Chambers disclosed he had an ex-parte discussion with Mike Alltucker about this issue. Mr. Player disclosed he had, too. Jerry Healy, president of the Anasazi Plateau HOA, showed a slide showing the effect of the bark beetle on Juniper Trees. Many trees were affected, but savable. Many trees were dying and could not be saved. There were trees and were already dead. They would all die soon. There were about 5000 trees in the conservation easement and he thought they were all infected. Beside the aesthetic value of the trees in the conservation easement, there was a terrible fire danger. If the trees were dead, there would also be drainage issues. The HOA wanted to save as many trees as possible. There was a pesticide that was sprayed on the trunk and if a tree wasn't infected at the core, there was an excellent chance for the tree's survival. The HOA wanted to save the trees and would pay for the effort because it was their responsibility under the conservation easement (CE.) The Town would need to ok the HOA's project, also per the CE. Kevin Jorgensen, master arborist, was present and answered questions. In response to the Mayor's question, he said he had driven through Springdale and had seen evidence of the infestation all over in Springdale; it was also in Kolob, Dammeron Valley and other places in the region.

Ms. Excell said she had lived in Springdale for many years. She had first seen evidence of the beetles about six years ago when the drought began. She had been very alarmed but was relieved to see that there were young trees growing. She didn't think the species was endangered. This was a natural cyclical process. The trees were slow-growing, but they would return.

The beetles preferred to attack dying trees or those stressed by draught or other factors, but Mr. Jorgensen said it wasn't possible to determine which trees were stressed and which weren't.

Ms. Excell read the opinion from USU Extension Services arborist Rick Heflebower, who disagreed with spraying pesticides over the entire plateau. He thought it would not save the trees, anyway. He recommended spraying only the higher value trees. Mr. Jorgensen said Mr. Healy had already explained why the trees were of high value.

There was a discussion about which trees would be sprayed, tracking the progress of the beetles, how the beetles attacked trees, and whether unsprayed trees on neighboring properties would harbor the beetles so they could attack the sprayed trees in the future. Ms. LaFave said she would like to protect the trees but not at the risk of the environment. Mr. Jorgensen and Ms. Excell explained the pesticide was deadly to bees. Other beneficial insects were also at risk, as were all aquatic creatures. Mr. Jorgensen said they couldn't spray in the washes that carried water to the river. Ms. Excell said there were no reliable data about toxic effects on mammals. Mr. Jorgensen said it would kill the no-seeums, which some saw as a bonus.

Mr. Chambers asked how they would protect the cryptogammic soils. Mr. Healy said the truck would not leave the paved road, the sprayer would walk through the area with a narrow hose, avoiding the cryptogammic soils and the washes.

Mr. Chambers said he thought it would be a futile endeavor. Mr. Healy said they just wanted to give the trees a fighting chance to survive. The beetles had a one-year life cycle. If they were feeding at the tips of the branches, the pesticide would kill them before they got into the trunk, thus saving the tree. If the beetle had gotten to a tree's trunk, they wouldn't spray it. Mr. Healy said the thought of the death of the trees was terrible, but so was the thought of fire as well as the erosion problems that could occur if there were no roots holding the soil in place. Mr. Jorgensen said the spray had been very effective in Dammeron Valley.

The Mayor said she thought the problem was town wide. Spraying only one place might be pointless. The beetles traveled widely.

Ms. LaFave said if the HOA was paying for the spraying and there wasn't an overwhelming environmental issue, she thought it wouldn't be a bad idea. She thought the trees should be saved, if possible, but she didn't know enough about the pesticide to know how safe it was. Mr. Player said he also thought the trees should be protected. If it didn't help this year, they would know if it made sense to do it next year.

Mr. Dansie said the conservation easement agreement had a notice procedure. Technically there needed to be a written request and the town had 60 days to respond. They didn't have to take the entire 60 days to reply. Ms. Excell thought and Mr. Hardman agreed their request to be on an agenda, along with their presentation, was effectively a written request.

Ms. LaFave thought the infected trees should also be sprayed to kill beetles when they emerged from under the bark. Mr. Dansie read from a USU extension service publication: "Some products are labeled for trunk application to infested trees to kill beetles as they emerge, or under the bark or prevent infestation of additional trees. To date, no systemic pesticides have been proven effective at preventing bark beetles from killing trees." Ms. LaFave thought it would be futile to spray the live trees if the dead trees weren't sprayed. It sounded like there was a different product for that.

Mr. Hardman said the council needed to make findings and issue a response to the HOA's request.

Mr. Healy said a normal healthy tree could repel the beetles. Giving the trees a year to recuperate and rejuvenate might give many trees the chance to survive. Normal trees can repel the beetle.

Mr. Dansie read from section 4.2.b concerning the rights of the HOA to maintain native trees, bushes and grasses. Holder's action and Notice requirements were in paragraph 5.2. There needed to be findings about how the action complied with the CE and the town ordinance. Ms. LaFave said she was clear about the proposal.

**Motion by Kathy LaFave to accept notification by Anasazi Plateau Homeowners Association (HOA) that they wish to act through the Conservation Easement according to 4.2(b), which states "to plant and maintain native trees, bushes and grasses, to protect, preserve and enhance the aesthetic and wildlife habit values of the property"; the Town accepts the HOA is accepting financial responsibility to so preserve and protect the infected Juniper trees to the extent that can be done so by treating trees that have not been infected in the core; that they will continue to research the feasibility of spraying trees that are already dead or dying if it becomes apparent that would be largely advantageous to contribute to the protection of the Juniper trees that are not currently at risk; in so doing, they preserve the Plateau. This consideration is only for this year. In subsequent years the HOA would have to make additional requests, and provide sufficient evidence that treatment was affective. This should be reduced to writing and submitted to the Council, who will have 48 hours after receiving it to object to anything in the writing or direct the HOA to proceed. Seconded by Adrian Player.**

**Chambers: Aye**

**Cluff: Nay**

**Excell: Nay**

**LaFave: Aye**

**Player: Aye**

**Motion passed 3 – 2.**

**Amended Federal Aid Agreement for Zion Canyon Trail:** Mr. Dansie said during budget discussions, the Council and staff had discussed extension of the trail and upsizing the water line that would now run beneath the new trail. They had budgeted additional match funds to extend the trail. It wasn't possible to do the additional length at this time, so staff was proposing that the additional budgeted money be used to assist in the construction of the new pipeline. Cost estimates were coming back higher than originally expected. There were two changes: original trail length, no additional length; water line upgrade. Town had budgeted and would pay the entire cost of the water line.

**Motion by Louise Excell to approve the Amended Federal Aid Agreement for Zion Canyon Trail and authorize the mayor to execute it, seconded by Mark Chambers:**

**Roll call vote:**

**Chambers: Aye**

**Cluff: Aye**

**Excell: Aye**

**LaFave: Aye**

**Player: Aye**

**Motion passed unanimously.**

**Resolution 2012-20 Lease Purchase Agreement for Public Works Truck:**

Mr. Wixom said they had been working with Newby Buick on a lease, but when the lease agreement arrived, it had an interest rate that was remarkably higher than the rate the town was charged for the police cars, so Mr. Wixom contacted Zions Bank to see if they would agree to fund a lease/purchase agreement for the new truck, too. They had agreed and the interest rate was even lower now than the rate for the police cars. There was a significant savings to the Town.

**Motion by Louise Excell to adopt resolution 2012-20 Lease Purchase Agreement for Public Works Truck contingent upon counsel's review and issuance of an opinion letter; and authorize the proper officials to sign the documents necessary to complete the funding; seconded by Mark Chambers:**

ATTACHMENT C - ANP CONSERVATION EASEMENT DOCUMENT

Recorded at the Request of:  
Town of Springdale, Utah

When recorded return to:  
SNOW JENSEN & REECE  
V. Lowry Snow  
134 North 200 East, Suite 302  
St. George, UT 84770

00956349 Bk 1764 Pg 0596  
RUSSELL SHIRTS & WASHINGTON CO RECORDER  
2005 JUL 08 08:46 AM FEE \$ .00 BY SM  
FOR: SPRINGDALE TOWN

**CONSERVATION EASEMENT**

**ZION ANASAZI PLATEAU, LLC ("GRANTOR")**

**TOWN OF SPRINGDALE ("GRANTEE")**

**ANASAZI PLATEAU HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION")**



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**CONSERVATION EASEMENT**

This CONSERVATION EASEMENT (hereinafter "Easement") is made this 30<sup>th</sup> day of June 2005, by Zion Anasazi Plateau, LLC (hereinafter "Grantor"), in favor of the TOWN OF SPRINGDALE, a Utah municipal corporation (hereinafter "Grantee"). Owners referred to herein shall be members of an association of Owners known as ANASAZI PLATEAU HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation (hereinafter "Association"). The rights of Owners and their relationship to the Association are described in the Declaration of Covenants, Conditions, and Restrictions pertaining to Anasazi Plateau, of record in the Office of the Washington County Recorder (hereinafter "Declaration"). The Declaration incorporates this Easement by reference. The party holding the rights of this Easement, whether Grantee, its successors or assigns, shall be a Holder of this Easement (hereinafter "Holder").

**RECITALS:**

A. Grantor is the owner of real property in Washington County, Utah, more particularly described in Exhibit "A" ("Property"). The Property surrounds twenty-seven (27) lots in the third phase of a residential development known generally as Anasazi Plateau. The lots shall be conveyed to Owners.

B. Except as provided under paragraph 7 below, this Easement shall not encumber the lots, driveways, roadways, the Chime Trail and Parking Lot, and utility easements as described on the Plat of Anasazi Plateau, on record in the office of the Washington County Recorder ("Plat").

C. Grantor shall dedicate the Property as common area to the Association as provided on the Plat. Accordingly, Association is a party to this Easement. This Easement shall be an

equitable servitude running with the land. Grantor and Association's successors and assigns shall be bound by its terms.

D. The Property possesses natural, scenic, open space, and recreational values (collectively "Conservation Values") of great importance to Grantor, Owners, the Association, the people of Springdale, the people of Washington County; and the people of the State of Utah.

E. The specific Conservation Values of the Property are further documented in a baseline documentation inventory of relevant features of the Property conducted, commissioned, and paid for by the Grantor, dated \_\_\_\_\_, on file at the offices of Grantee. The inventory of relevant features is authenticated by the signatures of Grantor, the Association, and Grantee, and incorporated by this reference ("Baseline Documentation"). The Baseline Documentation consists of reports, maps, surveys, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this grant and which is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant.

F. Grantor and Association intend that the Conservation Values of the Property be preserved and maintained by prohibiting those uses of and activities on the Property that materially impair or interfere with this Easement.

G. Grantor and Association further intend by the grant of this Easement, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

H. Grantee, as a governmental entity, is qualified under section 57-18-3 of the Utah Code to acquire this Easement.

I. Grantee has conferred with Grantor and Association at least three days prior to the granting of this Easement and made the requisite disclosures under section 57-18-4 (4) of the Utah

Code. Grantor and Association have obtained legal and tax counsel regarding any possible legal and tax implications of granting this Easement. Grantor and Association's legal and tax counsel have approved this Easement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the Utah Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 *et seq.*, Grantor conveys to Grantee a conservation easement in perpetuity over the Property. According to its terms, the Easement limits the development rights associated with the Property, of the nature and character and to the extent hereinafter set forth.

1. **Purpose.** The purpose of this Easement is to assure that the Property will be retained forever in its natural, scenic, open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor and Association intend that this Easement shall confine the use of the Property to such activities, including, without limitation, those uses set forth in this Easement and those uses set forth in the Declaration insofar as such uses set forth in the Declaration are not inconsistent with the purpose of this Easement.

2. **Rights of Holder.** The Holder of this Easement shall have the following rights:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter upon the Property at reasonable times to monitor compliance with and otherwise enforce the terms of this Easement in accordance with Paragraph 6; provided that, except in cases where Holder determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon reasonable prior notice to the Association, and Holder shall not in any case unreasonably

interfere with the use and quiet enjoyment of the Property by Owners and the Association;

(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 or remediation of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in Paragraph 6; and

(d) To employ or contract with individuals, agencies, or other entities for the express purpose of assisting with monitoring activities, including the preparation of all reports and data related thereto. This provision shall also include the right of the Holder to contract with the Association to assist in monitoring activities.

3. **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) The legal or *de facto* division, subdivision, or partitioning of the Property for any purpose, except as may be required by law for the uses permitted in this Easement after Notice and Approval as required in Paragraph 5;

(b) Any agricultural, residential, commercial, or industrial use of or activity on the Property;

(c) The placement, construction, or maintenance of any building, structure, or improvement of any kind, except as may be necessary for flood control, drainage management, and repair or remediation activities including without limitation road and rock wall maintenance and improvement, but only after Notice and Approval as required in Paragraph 5, except that routine maintenance shall not require Approval;

(d) Use of any motorized vehicle, except as may be necessary for repairs or



remediation activities but only after Notice and Approval as required in Paragraph 5 (except that routine maintenance shall not require Approval) or for fire and other emergency vehicle use;

- (e) Camping on the Property;
- (f) Exploration and drilling for and extraction of oil and gas from any site on the Property;
- (g) Dumping or storing of ashes, trash, garbage or junk on the Property;
- (h) Quarrying, mining, excavation, depositing or extraction of sand, gravel, soil and rocks and, without limitation, any mineral or similar materials from the Property;
- (i) Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substances or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;
- (j) Burning of any materials on the Property;
- (k) Any use or activity that causes or is likely to cause significant soil quality degradation or soil erosion, interference with natural drainage, and depletion or pollution of any surface or subsurface waters;
- (l) Hunting or trapping for any purpose except as approved in advance by Holder and the Association for scientific research or problem or predatory animal control on the Property; and
- (m) The placement or maintenance of signs, billboards, or any other outdoor advertising of any kind or nature on the Property except for the following:
  - (i) signs relating to the use or limitations on use applicable to the Property;

- (ii) directional and regulatory signs relating to the Property;
- (iii) signs used in the marketing of the lots in Anasazi Plateau, and
- (iv) signs of an informational or educational nature relating to the Property, the Conservation Values and the purposes of this Easement.

(n) Random trailing and overuse of multiple paths on the Property, provided that the Association may designate trails on the Property in addition to those provided for in this easement and prohibit other walking or horse riding routes.

#### **4. Reserved Rights.**

The following rights are specifically reserved as indicated to Owners, the Association, and Grantor. All private lots, driveways, roadways, the Chinle Trail, the BLM Trail access and adjacent hiking trail pull-out for parking, and utility easements as may be shown on the Plat, or as may be referred to on the Plat, are not subject to this Easement, other than use of roadways as access to the BLM trail, as provided in paragraph 7. Activities permitted under this Paragraph may, under the Declaration, require approval by the Architectural Control Committee of the Association.

**4.1 Rights of Owners.** Each Owner and the Owner's heirs, successors and assigns (and Grantor as an Owner), shall have all rights accruing from membership in the Association, 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.

The following are among these rights which pertain to each Owner's right on the Association's land:

- (a) To relocate or enlarge driveways and utility easements as may be necessary by reason of natural phenomenon, weather, or governmental regulation, but only after

Notice as required in Paragraph 5. In the event of such relocation, the area used by the former location shall be restored as much as reasonably possible to its former natural condition;

(b) To remove such weeds and other flora that are hazardous to the uses and practices herein reserved, but only after Notice as provided in Paragraph 5;

(c) To plant and maintain native trees, bushes, and grasses to protect, preserve, and enhance the aesthetic and wildlife habitat values of the Property, but only after Notice as provided in Paragraph 5;

(d) To walk, ride horses, cross-country ski or picnic, and to make other similar uses and perform other similar activities that will not result in impact inconsistent with the intent of this Easement and the values expressed herein; and

(e) To maintain and restore watercourses, ditches and other drainage improvements, but only after Notice as provided in Paragraph 5.

**4.2 Rights of the Association.** The Association shall have the following rights for permitted uses and activities on the Property:

(a) To relocate or enlarge the roadway and utility easements as may be necessary by reason of natural phenomenon, weather, or governmental regulation, but only after Notice as required in Paragraph 5. In the event of such relocation, the area used by the former location shall be restored as much as reasonably possible to its former natural condition;

(b) To plant and maintain native trees, bushes and grasses to protect, preserve and enhance the aesthetic and wildlife habitat values of the Property, but only after Notice as provided in Paragraph 5;

(c) To remove such weeds and other flora that are hazardous to the uses and practices herein reserved, but only after Notice as provided in Paragraph 5;

(d) To maintain and restore watercourses, ditches and other drainage improvements, but only after Notice as provided in Paragraph 5; and

(e) To build, maintain, and repair fences and cattle guards reasonably appropriate for wildlife protection purposes and to exclude stock, but only after Notice as provided in Paragraph 5.

**4.3 Rights of Grantor.** Grantor (and those developing Anasazi Plateau as permitted by Grantor) shall have the following rights for permitted uses and activities on the Property:

(a) To construct and maintain hand and machine stacked rock walls at the entrances to Anasazi Plateau and at other locations where deemed appropriate by Grantor, the developer or the Association near the roadways and driveway entrances to the homes;

(b) To place signs in various locations for the marketing of Anasazi Plateau. Marketing signs shall be eliminated upon sellout of Anasazi Plateau;

(c) To build and maintain drainage diversions which may be required within a 100-foot distance of structures;

(d) To modify the Chinle Trail to provide trail access to the BLM parcel to the west of the Property;

(e) Access to the water pump house now located near the entrance of Anasazi Plateau and the clear area surrounding it for maintenance and erosion control; and

(f) To modify areas within utility easements as required by the easement holder and the areas adjacent to said easements to a distance of 30 feet on either side of the centerline of the easement for maintenance and erosion.

The activities permitted under this Paragraph may, if the Declaration so states, require approval by the Architectural Control Committee of the Association.

**5. Notice and Approval Provisions**

**5.1 Notice of Intention to Undertake Certain Permitted Actions.** The purpose of requiring notice to Holder prior to undertaking certain permitted activities, as provided in Paragraphs 3 and 4 is to afford Holder an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Holder shall be notified in writing by the person proposing to take such action, whether an individual Owner, the Association, or Grantor, not less than thirty (30) days prior to the date proposed for the activity in question, unless an emergency posing a threat of loss of life, injury to persons, or imminent and substantial property damage exists, in which case such notice as is reasonable shall be given. In such written notice, any proposed remediation of the Property shall be specified, in order that impacts from such activities or uses are minimized consistent with the purposes of the Easement, and that restoration of surface and appearance is made to the extent reasonably possible.

The notice described in this Paragraph is supplemental to and not in substitution of any notice and approval required under the Declaration for approvals required by the Architectural Control Committee of the Association.

**5.2 Holder's Approval.** Where the Holder's Approval is required, as set forth in Paragraphs 3 and 4, Holder shall grant or withhold its approval in writing within sixty (60) days of receipt of written request therefor. Holder's approval may be withheld only upon a reasonable determination by Holder that the action as proposed would be inconsistent with the purpose of this Easement or with Town ordinances. Failure of Holder to act within the time permitted shall be

deemed Approval of the proposed activity or use unless the same are prohibited by Town ordinances.

**6. Remedies.**

The remedies under this Easement are available to the Association when an act in violation of the Easement is committed by a third party or Owner. The remedies are available to Holder in all events.

**6.1 Notice of Violation; Corrective Action.** If a violation of the terms of this Easement has occurred or is threatened, the enforcing party shall give written notice to the person responsible for such violation and to the Association. The Notice shall specify:

- (a) the corrective action sufficient to cure the violation; and
- (b) where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, action sufficient to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Holder.

If circumstances reasonably require immediate action to prevent or mitigate significant damage to the Conservation Value of the Property, the enforcing party shall only be required to give such notice as is reasonable under the circumstances, and may pursue remedies under this Paragraph 6 after such reasonable notice, and if reasonable, without waiting for the period provided for cure to expire.

**6.2 Injunctive Relief.** If the violation is not cured by the party responsible for the condition or activity which is alleged to be a violation within thirty (30) days after receipt of notice thereof (or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, the cure of such violation has not commenced within the thirty (30) day period), the



matter shall be referred to mediation as provided below, or, if immediate and irreparable action is threatened, the enforcing party may bring an action in equity in the District Court of Washington County, State of Utah to enjoin the violation.

**6.3 Dispute Resolution.** If any dispute arises concerning this Easement, the disputed matter shall be referred to mediation by request made in writing to the other party to the dispute.

The other party(s) to the dispute shall be obligated to participate in and complete such mediation.

Within thirty (30) days of the receipt of a request for mediation, the parties shall select a single mediator to hear the matter. Costs of such mediation shall be shared equally between the parties.

In the event mediation is unsuccessful, the parties shall submit their dispute to arbitration.

Within thirty (30) days of unsuccessful mediation, the parties shall select a single arbitrator to hear the matter according to the rules of the American Arbitration Association or other standards as may be agreed upon. A judgment on any arbitration award may be entered in any court having jurisdiction thereof. The prevailing party in arbitration shall be entitled, in addition to such other relief as may be granted, including orders of restoration or permanent injunctive relief, to a reasonable sum for all its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator and attorney fees, which shall be determined by the arbitrator and any court of competent jurisdiction that may be called upon to enforce or review the award.

No suit, except for injunctive relief necessitated by immediate harm, may be brought by any party regarding a dispute under this Easement, without the completion of mediation and arbitration as provided in this Paragraph.

**6.4 Damages.** In the process of arbitration as outlined above, damages may be recovered for violation of the terms of this Easement or injury to any conservation values

protected by this Easement, including reasonable damages for the remediation of lost scenic, aesthetic, environmental, or Conservation Values. Any damages recovered shall be applied to the cost of undertaking any corrective or remedial action on the Property. Any costs of restoration or remediation necessitated by violation of the terms of this Easement shall be borne by the party causing such violation.

**6.5 Scope of Relief.** Rights under this Paragraph 6 apply equally in the event of either actual or threatened violations of the terms of this Easement. Remedies at law for any violation of the terms of this Easement may be inadequate, and, in such event, injunctive relief, both prohibitive and mandatory, shall be appropriate in addition to such other relief to which the enforcing party may be entitled, including specific performance of the terms of this Easement.

Remedies described in this Paragraph 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

**6.6 Costs of Enforcement.** A successful party shall recover all reasonable costs incurred in an action to enforce, recover damages under, or obtain declaratory relief regarding the terms of this Easement, including, without limitation, costs of expenses of suit or dispute resolution methods and reasonable attorney fees.

**6.7 Forbearance by Holder.** Forbearance by Holder (without written affirmation or waiver) to exercise its rights under this Easement in the event of any breach of any term of this Easement shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any rights under this Easement. No delay or omission in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

**6.8 Acts Beyond Control.** Nothing contained in this Easement shall be construed to

entitle Holder to bring any action for any injury to or change in the Property resulting from extraordinary causes, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Access.** This Easement is subject to use by the public of the established improved roads within the Property and within Phases 1 and 2 of the Anasazi Plateau Subdivision, for ingress and egress directly to and from Utah State Road 9 as reasonably necessary to access the trailhead for the BLM Hiking Trail depicted on the plat of the Anasazi Plateau Phase 3 subdivision as recorded in the records of the County Recorder of Washington County, Utah, as well as to use the designated and graded pull out area for parking adjacent to Anasazi Way and the above described trailhead, which pull out area is also depicted on page 26 of the baseline documentation on file at the offices of Grantee. The use of the pullout area is limited to the parking of vehicles only in connection with access to and use of the above-described trailhead. Other than the above-described BLM trailhead access and parking, and the Chinle Trail, no other rights of access by the general public to any portion of the Property is conveyed by this Easement.

8. **Costs, Liabilities, Taxes, and Environmental Compliance.**

8.1 **Costs, Legal Requirements, and Liabilities.** All responsibilities and all costs and liabilities of any kind related to the ownership, operation, upkeep, maintenance, regrading, remediation, replacement, re-planting, and otherwise repairing or restoring the Property as a result of damage occurring from any source, except as provided in Paragraph 6, and maintenance of adequate liability insurance coverage, naming Holder as an additional insured, shall be the sole responsibility of Association, subject to such claims against or rights of contribution or assessment as it may have against its members or third parties. In addition, the Association shall be

responsible for prompt payment of reasonable attorney fees incurred by Holder related to all reasonable enforcement and monitoring activities. In the event of damage to the Property or loss of scenic, aesthetic, environmental or Conservation Values, caused by a third party, where remediation is financially or technically impractical, such mitigation as is reasonably achievable in consideration of practical circumstances and financial resources and costs shall be made.

Nothing contained herein shall require the Holder to pay for, advance or contract for substantial repairs or remediation of the Property until a sufficient sum is paid over to Holder to be used for that purpose, or sufficient security, in a form acceptable to Holder, is delivered to Holder for that purpose. Generally, a sufficient sum shall be equal to one hundred twenty-five percent (125%) of any bid or estimate approved by Holder for such repair or remediation. That amount shall be held by Holder in an interest bearing account pending completion of work and payment. Any unused portion shall be returned to Association.

Association is solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Easement, and all such construction or other activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. The Property shall be kept free of any liens, except as provided below, arising out of any work performed for, materials furnished to, or obligations incurred by Grantor and the Association.

(a) Lien for payment. Holder, in order to secure payment and reimbursement of all necessary fees expended as provided above, shall be entitled at the conclusion of any arbitration proceeding to a lien against the Property for any sum adjudged due from the Association. Any amounts unpaid after thirty (30) days, and after written notice by Holder to the Association, shall thereafter accrue interest at twelve percent (12.0%) per annum

from the date said expenses were incurred. Holder may record its notice of lien in the Office of the Washington County Recorder. Holder may foreclose its lien as a mortgage as provided by Utah law, or in the alternative, may bring an action to recover all amounts owing from Association without first foreclosing any security interest in favor of Holder.

In any event, Association shall be responsible for all costs and a reasonable attorneys fee incurred in collection of any amounts evidenced by such a lien, and owing and unpaid, whether by judicial process or by demand.

(b) Monitoring Costs. The Association shall pay to Holder on or before September 1<sup>st</sup> of each year a sum sufficient to defray the costs of monitoring compliance with the purpose of this Easement, estimated not to exceed Five Hundred Dollars (\$500.00) per year. Holder and Association mutually shall renegotiate and determine the annual payment amount for monitoring at least every five (5) years. The annual payment to Holder shall be included in the Association's annual budget and shall be assessed by Association to Owners as provided in the Declaration.

8.2 Taxes. The Association 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 Holder with satisfactory evidence of payment upon request.

8.3 Representations and Warranties. Grantor and Association represent and warrant that, after reasonable investigation and to the best of their knowledge:

(a) No substance defined, listed or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human

health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;

(b) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(c) The Property is in compliance with all federal, state and local laws, regulations, and requirements applicable to the Property and its use;

(d) There is no pending or threatening litigation in any way affecting, involving, or relating to the Property; and

(e) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that might reasonably be expected to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

**8.4 Remediation.** If, at any time, there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Association agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required.

**8.5 Control.** Nothing in this Easement shall be construed as giving rise, in the absence



of a judicial decree, to any right or ability in Holder to exercise physical or managerial control over the day-to-day operations of the Property, or any activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

**8.6 Hold Harmless and Indemnification.** Grantor, Owners, and the Association hereby release and agree to hold harmless, indemnify, and defend Grantee or Holder and its officials, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively, "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorney fees, arising from or in any way connected with the following: (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 trespassers, Grantor, Association, or Owners, including their guests and invitees; (2) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and the Utah Environmental Quality Code, by any person, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.5.

**9. Extinguishment and Condemnation.**

**9.1 Extinguishment.** If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part of, by judicial proceedings in a court of competent jurisdiction. Holder shall not be entitled to any compensation for value of the Easement or Property.

**9.2 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, Association and Holder shall act jointly if necessary to recover the full value of the interests in the Property subject to the taking or in lieu purchase shall be paid out of the amount recovered. Holder shall not be entitled to any of the compensation paid for the value of the Property.

**10. Assignment of Easement.** This Easement is transferable, but Holder may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under the Utah Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 *et seq.*, (or any successor provision then applicable). As a condition of such transfer, Holder shall require that the conservation purpose that this grant is intended to advance continue to be carried out. Holder agrees to give written notice to Owners and Association of an assignment at least thirty (30) days prior to the date of such assignment.

**11. Subsequent Transfers of Fee Interest.** Grantor and Association agree to incorporate the terms of this Easement by reference in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

**12. Estoppel Certificates.** Upon request by Holder, Grantor, Association, or an

Owner, the requested party shall within twenty (20) days execute and deliver to the requesting party, any document, including an estoppel certificate, which certifies, to the best of the certifying party's knowledge, compliance with any obligation contained in this Easement.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to another shall be in writing and either served:

(a) personally; or

(b) by facsimile transmission; or

(c) by first class mail, postage prepaid, to the last known address of that party

or to the address as stated on the records of Washington County or to such other address

as the parties from time to time shall designate by written notice to each other.

The parties presently designate the following addresses and fax numbers:

**Holder:**

Town of Springdale

P.O. Box 118

Springdale, UT 84767

Telephone: (435) 772 3434

Facsimile: (435) 772-3952

**Association:**

Anasazi Plateau Homeowners

Assn.

113 E. 200 N. Suite 1A,

St. George, UT 84770

Telephone: (435) 674-1444

Facsimile: (435) 674-2444

**Grantor:**

Zion Anasazi Plateau, LLC

113 E. 200 N. Suite 1A,

St. George, UT 84770

Telephone: (435) 674-1444

Facsimile: (435) 674-2444

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

15. **General Provisions.**

15.1 **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of Utah. Activities prohibited by local ordinances are not permitted by this document.

**15.2 Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Easement shall be construed liberally to effect the purpose of this Easement and the policy and purpose of the Utah Land Conservation Easement Act. 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.

**15.3 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.

**15.4 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 in writing and recorded in the office of the Washington County Recorder.

**15.5 Joint Obligation.** The obligations imposed by this Easement upon Grantor, Owners and Association shall be joint and several.

**15.6 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.

**15.7 Termination of Rights and Obligations.** A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

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

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

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

IN WITNESS WHEREOF Grantor and Grantee have executed this CONSERVATION EASEMENT on the day and year first written above.

Grantee: TOWN OF SPRINGDALE

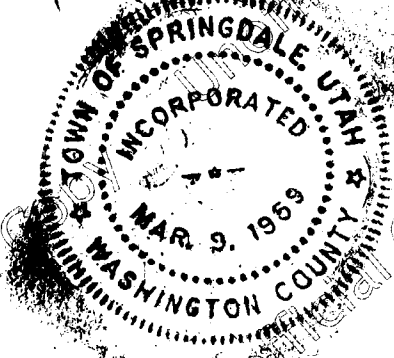


~~BRUCE VANDERWERFF, MAYOR~~  
PAT CLUFF, MAYOR PRO TEM

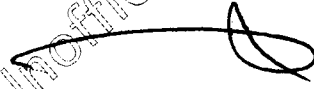
ATTEST:



TOWN CLERK



Grantor: ZION ANASAZI PLATEAU, LLC



MILO P. MCCOWAN, MANAGER

Association: ANASAZI PLATEAU  
ASSOCIATION, INC.



MILO P. MCCOWAN, PRESIDENT

STATE OF UTAH )

County of Washington )

On the 6<sup>th</sup> day of July 2005, personally appeared before me Pat Cluff  
~~Bruce VanderWerff~~,  
 Mayor of the Town of Springdale and who being first by me duly sworn did say that he  
 executed the foregoing instrument for and on behalf of said Town and Day Cope, Town Clerk  
 of the Town of Springdale, who attested that the foregoing instrument was executed by the  
 Mayor pursuant to resolution adopted by the Town.

Kristen Benson  
 Notary Public

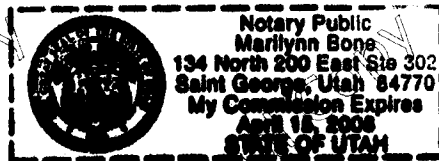


STATE OF UTAH )

: ss

County of Salt Lake )

On this 30<sup>th</sup> day of June 2005, personally appeared before me MILO P. McCOWAN,  
 who being duly sworn did say that he is a Manager of ZION ANASAZI PLATEAU, LLC, a Utah  
 company, and that he executed the foregoing CONSERVATION EASEMENT in behalf of said  
 limited liability company being authorized and empowered to do so by the operating agreement  
 of said limited liability company, and he did duly acknowledge to me that said limited liability  
 company executed the CONSERVATION EASEMENT for the uses and purposes stated therein.



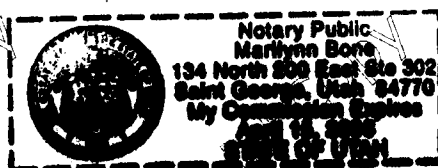
Marilynn Bone  
 Notary Public

STATE OF UTAH )

: ss

County of Washington )

On this \_\_\_\_\_ day of June 2005, personally appeared before me MILO P. MCCOWAN,  
 who being duly sworn did say that he is the President of ANASAZI PLATEAU HOMEOWNERS  
 ASSOCIATION, INC., a Utah nonprofit corporation, and that he executed the foregoing  
 CONSERVATION EASEMENT in behalf of said corporation by authority of a resolution of its  
 board of trustees, and he did duly acknowledge to me that said corporation executed the  
 CONSERVATION EASEMENT for the uses and purposes stated therein.



Marilynn Bone  
 Notary Public



## Exhibit "A"

## Legal Description

## PHASE 1:

Southwesterly and Northwesterly along the said right-of-way line in the following five (5) courses: South  $87^{\circ}30'32''$  West 2.19 feet (26.88 feet by record) to the point of curvature of a 300.00 foot radius curve concave to the Northeast; thence Northeasterly 312.76 feet along the arc of said curve through a central angle of  $59^{\circ}44'00''$  to the point of tangency; thence north  $32^{\circ}45'31''$  West 438.30 feet to the point of curvature of a 500.00 foot radius curve concave to the southwest; thence Northwesterly 260.20 feet along the arc of said curve through a central angle of  $29^{\circ}49'00''$  to the point of tangency; thence North  $62^{\circ}34'31''$  West 201.50 feet; thence leaving said right-of-way line north  $00^{\circ}24'58''$  West 433.76 feet to the point of beginning. Anasazi Plateau Phase 1 contains 57.00 acres and is subject to an easement for the Chinle Trail,

## PHASE II:

Beginning at the center quarter corner of Section 6, Township 42 South, Range 10 West of the Salt Lake Base and Meridian and running thence South  $89^{\circ}43'11''$  West 1357.79 feet along the center section line of said section to a point on the west sixteenth line of said section, said point being the center west sixteenth corner; thence along said west sixteenth line South  $00^{\circ}12'42''$  East 1020.00 feet; thence South  $89^{\circ}46'29''$  West 85.86 feet; thence North  $50^{\circ}13'31''$  West 300.00 feet; thence North  $55^{\circ}13'31''$  West 530.00 feet; thence North  $28^{\circ}13'31''$  West 150 feet; thence South  $89^{\circ}46'29''$  West 137.78 feet; thence North  $00^{\circ}13'31''$  West 389.805 feet to a point on said center section line; thence along said center section line South  $89^{\circ}43'11''$  West 399.53 feet to the west quarter corner of said section; thence North  $00^{\circ}01'59''$  East 367.14 feet along the west line of said section; thence leaving said west section line North  $89^{\circ}43'11''$  East 1001.43 feet; thence North  $40^{\circ}32'43''$  East 630.65 feet; thence South  $89^{\circ}55'06''$  East 393.33 feet; thence North  $00^{\circ}06'08''$  East 953.70 feet; thence North  $90^{\circ}00'00''$  East 1362.78 feet to a point on the westerly boundary line of the Anasazi Plateau - Phase 1 subdivision; thence along the said westerly boundary line South  $00^{\circ}24'58''$  East 2222.755 feet to a point on the northerly right-of-way line of Utah State Highway No. 9, said point being the point of curvature of a 550.00 foot radius curve concave to the south, the radius point of which bears South  $27^{\circ}25'29''$  West; thence westerly 482.67 feet along the arc of said curve and said northerly right-of-way line through a central angle of  $50^{\circ}16'54''$  to a point on the center section line of said section; thence leaving said northerly right-of-way line North  $00^{\circ}25'09''$  West 412.97 feet along said center section line to the center quarter corner and point of beginning. Contains 97.93 acres.

**PHASE III:**

Beginning at a point which is North  $00^{\circ} 01' 59''$  East 367.14 feet along the west line from the west quarter corner of Section 6, Township 42 South, Range 10 West of the Salt Lake Base and Meridian and running thence along said west line North  $00^{\circ} 01' 59''$  East 2174.48 feet to the northwest corner of said section; thence along the north line of said section North  $87^{\circ} 43' 53''$  East 2696.93 feet to the north quarter corner; thence along the north line of said section North  $88^{\circ} 09' 59''$  East 1340.74 feet to the east sixteenth line of said section, said point being the north east sixteenth corner; thence along said east sixteenth line South  $00^{\circ} 20' 17''$  East 647.31 feet to the northeast boundary corner of the Anasazi Plateau - Phase 1 subdivision; thence along the north boundary line of said subdivision South  $89^{\circ} 39' 43''$  West 872.47 feet to the northwest boundary corner of said Anasazi Plateau - Phase 1 subdivision; thence along the west line of said subdivision South  $00^{\circ} 24' 58''$  East 234.43 feet to the northeast boundary corner of Anasazi Plateau - Phase 2 subdivision; thence along the north boundary line of said Anasazi Plateau - Phase 2 subdivision in the following five (5) courses: South  $90^{\circ} 00' 00''$  West 1362.78 feet ; thence South  $00^{\circ} 06' 08''$  West 953.70 feet; thence North  $89^{\circ} 55' 06''$  West 393.33 feet; thence South  $40^{\circ} 32' 43''$  West 630.65 feet; thence South  $89^{\circ} 43' 11''$  West 1001.43 feet; to the point of beginning. Contains 123.67 acres.