

WHEN RECORDED, RETURN TO:

Summit Land Conservancy

P.O. Box 1775

1887 Gold Dust Lane, Suite 101

Park City, Utah 84060

OAKLEY TRAIL PARK PERPETUAL CONSERVATION EASEMENT

THIS OAKLEY TRAIL PARK CONSERVATION EASEMENT (this “Easement”) is made effective as of the date of recording with the office of the Summit County Recorder (the “Effective Date”) by and between Oakley City, a Utah municipality (“City”), and SUMMIT LAND CONSERVANCY, a Utah nonprofit corporation (“Conservancy”). The City and the Conservancy are referred to individually as a “Party” and collectively as the “Parties”.

The following Exhibits are attached to and are incorporated into this Easement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Property Map
- Exhibit C: Recommended Practices

RECITALS

- A. The City owns approximately 80 acres of certain real property and appurtenances located within the City of Oakley in Summit County, Utah (collectively, the “Property”). The Property is described in Exhibit A and shown on the Property Map attached as Exhibit B.
- B. As fee owner of the Property, the City owns the affirmative right to identify, preserve, enhance, and protect forever the Conservation Values (defined below) of the Property. The City desires to grant a Conservation Easement in perpetuity to Conservancy pursuant to Utah Code Title 57, Chapter 18, sections 1 through 7, Land Conservation Easement Act (“Utah Conservation Easement Act”) which authorizes the acquisition of a conservation easement by a qualified organization for the purpose of preserving and maintaining land predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land.
- C. The Property includes water resources and infrastructure important to the culinary water supply for the City of Oakley and recreational trails enjoyed by the public, and the City and Conservancy wish to permanently restrict development to provide for the protection of water resources and recreational uses.
- D. The Property is adjacent to private lands with important infrastructure and utilities for City of Oakley culinary water services, and the watershed conservation values of said lands are perpetually protected by a conservation easement recorded with Summit County on

January 26, 1994 (Instrument #00396739). The owner of said private lands and the City have agreed to pursue the goal of protecting the Property from further use or development, as stated in an “Easement and Settlement Agreement” recorded on June 18, 2024 (Instrument #01221429), and this Easement will comply with that goal and provide for increased protection of the greater watershed area.

- E. The conservation purposes and values preserved and protected under this Easement include (i) the protection of water resources, (ii) the preservation of land for outdoor recreation use by the general public, (iii) the protection of a relatively natural habitat for wildlife, plants, and natural vegetation; and (iv) the preservation of open space for the scenic enjoyment of the general public. Said conservation purposes and values, as described hereafter in subsections (i) through (iv) are collectively referred to as the “Conservation Values” and are consistent with nationally recognized conservation purposes as described in of I.R.C. § 170(h) (2006).
- (i) Water Resources. The Property includes Pinion Canyon and Pinion Creek which runs through it, a tributary of the Weber River. Lands adjacent to the Property are permanently protected by a conservation easement and have springs and streams that flow to Pinion Creek. Pinion Creek is a major source of drinking water for the City of Oakley. Hillsides with steep slopes and forest lands prevent erosion and stormwater run-off that would be detrimental to water quality and flood patterns. The Easement will prevent development and the associated cutting of vegetation and disturbance of soils in the upper watershed, and will protect the watershed for the headwaters of the Weber River.
- (ii) Public Outdoor Recreation. The Property has a network of cross-country and downhill “flow” trails of varying difficulty, built for non-motorized mountain biking and frequently used by the public. The mountain bike trails complement and enhance use of the adjacent bike park, built and maintained by the City. Two trails suitable for hiking, horse riding, and advanced cross-country mountain biking are located on the south-east part of the Property and the trails continue into the Uinta-Wasatch-Cache National Forest. The recreational trails are frequently used and enjoyed by hikers, mountain bikers and equestrians.
- (iii) Protection of Natural Habitat for Wildlife and Vegetation. The Property is relatively natural habitat for a variety of wildlife including large ‘game’ (deer, elk, moose, mountain goat), ground mammals (rabbit, hare) and birds (grouse, turkey, medium-large raptors). Sightings of deer, elk and moose are common on the Property year-round. The Property has been identified as part of a crucial habitat for moose, elk, mule deer, mountain goat, black bear, dusky grouse and snowshoe hare. The Property is also considered important calving habitat for elk in the summer months. The Property is dominated by mature Gamble Oak, Sagebrush, Conifers, Quaking Aspen, and Maple trees. The Property buffers 125 acres of natural wildlife habitat land protected by a conservation easement, and the 343,700-acre Uinta-Wasatch

Cache National Forest. Protection of the Property will result in an expanded area of protected land for wildlife habitat.

- (iv) Scenic Open Land. The Property is open land with native vegetation, situated on the foothills of Hoyt Peak and the Uinta mountain range. It is located on Pinion Lane and visible from Highway 32 and other public roadways in and around the City of Oakley. The Property is adjacent to Weber River riparian corridor that has agricultural land and land owned by the City and used for recreational purposes. The protection of the property will enhance the rural and scenic character of lands for scenic enjoyment.
- F. The Conservation Values are further documented in the Baseline Document Report (the “Baseline Report”), a copy of which is on file at the offices of the City and the Conservancy. The City and Conservancy hereby acknowledge that said Baseline Report memorializes the condition of the Property as of the Effective Date of this Easement.
- G. As of the Effective Date, the Conservancy is a nonprofit corporation incorporated under the laws of Utah as a tax-exempt public charity described in I.R.C. §§ 501(c)(3) and 509(a)(1). The Conservancy is organized to protect and conserve natural areas and ecologically significant land for scientific, charitable, and educational purposes. The Conservancy is a “qualified organization” within the provisions of I.R.C. § 170(h), it is qualified to acquire and hold conservation easements, and it is a qualified “Conservancy” for a conservation easement under the Utah Conservation Easement Act.
- H. The City desires to convey to the Conservancy and the Conservancy desires to accept from the City a conservation easement that restricts the uses of the Property as provided herein and grants certain rights to the Conservancy to preserve, protect, identify, restore, monitor, and enhance the Conservation Values in perpetuity and to prepare and issue monitoring reports on an annual basis to the City, generated through on-site investigations, evaluation of the Baseline Report conditions, and the use of empirical, objective, and observable data.
- I. The Conservancy agrees, by accepting this grant, to honor the existing agreements and the intentions of the City stated herein and to preserve and protect the Conservation Values of the Property in perpetuity for the public benefit.

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained in this Easement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and pursuant to Utah state law including without limitation the Utah Conservation Easement Act, the City and the Conservancy agree as follows:

1. GRANT OF EASEMENT. The City voluntarily grants and conveys to the Conservancy, and the Conservancy hereby accepts from the City, a perpetual Conservation Easement as defined by Utah Code § 57-18-2, in, on, over, and across the Property, subject to the terms and conditions set forth in this Easement,

2. **DEVELOPMENT RIGHTS.** In accordance with the definition and characteristics of this Easement as set forth in Utah Code § 57-18-2, and to preserve, protect, and maintain the Conservation Values as defined herein, all Development Rights that are now or hereafter allocated to, vested, implied, reserved, or inherent in the Property are hereby terminated and extinguished, including, without limitation, the construction or placement of any residential, commercial, agricultural or other buildings, golf courses, camping accommodations, mobile homes, house-trailers, permanent tent facilities, Quonset huts or similar structures. All Development Rights that are now or hereafter allocated to, implied, reserved or inherent in the Property are terminated and extinguished and may not be used on or transferred to any portion of the Property as it is now or may hereafter be bounded or described or to any other property adjacent or otherwise nor used for the purpose of calculating permissible lot yield of the Property or any other property.

3. **THE CONSERVANCY'S RIGHTS.** The purposes of this Easement are to preserve and protect in perpetuity and to assure the preservation of the Conservation Values of the Property. To that end, the Conservancy retains the right to pursue injunctive relief pursuant to applicable state and federal rules of procedure to prevent or enjoin any activity or use of the Property that threatens to violate or violates Section 3 of this Easement.

A. **Enforcement of Development Prohibition.** The Conservancy may engage in enforcement activities in the event of any planned or actual construction of a building or structure by the City or any Third Party in violation of the prohibited development described by Section 2 of this Easement. Notwithstanding the foregoing, the City shall be permitted to build or develop any structures incident or accessory to the City's uses of the Property allowed by the Easement to build any of the foregoing on the Property that are incidental or accessory to the City's management, operation, or maintenance of the Property.

B. **Protect Pinion Creek Watershed Area.** Public access and trails to the Pinion Creek Watershed Area as described in Exhibit B-1 and located on the northern part of the Property is restricted, to protect the water quality and proximate wells, springs and water source infrastructure. The City may engage in activities to enhance water quality on the Property recognized as necessary or beneficial to water quality, water supply, wildlife, ecological or habitat values on the Property, provided such enhancements comply with all applicable laws and regulations. Manipulation or alteration by the City of any natural water course, wetland, stream bank, shoreline, vernal pool or body of water existing on the Property shall be in accordance with federal, state and local government laws and regulations and requirements, including but not limited to permitting requirements of the Utah Division of Water Rights, Utah Division of Natural Resources and the United States Army Corps. of Engineers.

C. **Restrict Roads.** The construction of new roads or grant of road access easements for the purpose of access to lands beyond the Property is prohibited. The use of vehicles by the public is prohibited on the private driveway known as "Cat Tail Lane" upon the northern part of the Property. [LW1]

D. **Restrict New Utility Development.** The installation of new utilities and maintenance and improvement of existing utilities is allowed for the provision of public utility

services, including but not limited to culinary water storage facilities. The installation of new utilities for private uses and not subject to existing utility easements should be based on the following criteria: (a) such utility is to be located underground and disturbed areas are to be re-vegetated pursuant to a re-vegetation plan approved by the Conservancy, or (b) the utility is located within an existing easement and impacts to the Conservation Values will be minimal. New roads that are incidental or accessory to the installation or maintenance of utilities pursuant to this subsection D. are permitted.

E. Restrict Mining and Natural Resource Development. Subject to any pre-existing mineral rights of record, the exploration for or extraction of minerals, gas, hydrocarbons, soils, sands, gravel, or rock, or any other material on or below the surface of the Property is prohibited. The City will not grant any rights to any minerals, oil, gas, or hydrocarbons, including the sale or lease of surface or subsurface minerals or any exploration or extraction rights in or to the Property, and the City will not grant any right of access to the Property to conduct exploration or extraction activities for minerals, oil, gas, or hydrocarbons, or other substances on any other property.

F. No Hazardous Materials or Dumping. The dumping, storage, or other disposal of non-compostable refuse, trash, sewer sludge, garbage or unsightly or toxic materials or Hazardous Materials is prohibited, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal as provided in applicable state or federal law.

G. No Subdivision. The entire Property may be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one parcel only. The following are expressly prohibited: the legal or “de facto” division or subdivision of the Property, which shall include, but shall not be limited to, any subdivision, short subdivision into remainder tracts, platting, testamentary division, separate conveyance of parcels, or other process by which the Property is divided in ownership or in which legal or equitable title to different portions of the Property are held by different owners. City may not indirectly divide any of the Property through the distribution of property rights among partners, shareholders or members of any legal entity, creation of a horizontal property regime, condominium, common interest community, interval or time-share ownership, partitioning among tenants-in-common, judicial partition of the Property or by any other means that separates ownership, structures or land.

H. New Conditions, Technologies or Circumstances. The Parties agree and acknowledge that new conditions, technologies or circumstances may negatively impact the Conservation Values and in accordance with Section 6 of this Easement have agreed to cooperate with a view to protecting the Conservation Values. Notwithstanding, if in the Conservancy’s reasonable opinion, the new conditions, technologies or circumstances significantly diminish or impair the Conservation Values, the Conservancy may engage in enforcement activities to protect the Conservation Values. The Conservancy’s determination of any significant diminishment or impairment to Conservation Values shall be based on an evaluation of the Baseline Report conditions, the written monitoring reports prepared by the Conservancy on an annual basis, incorporating empirical, objective, observable data, and on-site investigations.

4. **BASELINE REPORT**.. To evidence the present condition of the Property (including both natural and manmade features) and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Report has been prepared, which provides a collection of baseline data on the Property and its natural resources and an assessment of the consistent uses. The Parties agree that the Baseline Report, signed by the

Parties at the time of this grant of Easement, contains an accurate representation of the biological and physical condition of the Property as of the Effective Date and of the historical uses of the Property. In addition to the public benefits described as the Conservation Values, the Baseline Report identifies public policies and statements and/or other factual information supporting the significant public benefit of this Easement. The Conservancy may use the Baseline Report in enforcing provisions of this Conservation Easement but is not limited to use of the Baseline Report to show change of conditions. The Baseline Report is incorporated into this Conservation Easement by reference. The City and the Conservancy approve the Baseline Report, a copy of which is on file with the City and the original of which is on file with the Conservancy at their respective addresses for notices set forth below.

5. CITY'S RIGHTS AND OBLIGATIONS.

- A. The City shall retain all ownership rights to the Property not specifically granted to the Conservancy herein this Easement. The Property shall continue to be used by the City as open space for passive recreational use by the public and as a water resource / infrastructure area, consistent with the Conservation Values and Baseline Report.. The City shall consider the Recommended Practices in its operation of the Property and use its best efforts to implement the foregoing.
 - B. The City reserves to the City and the City's successors and assigns as the owner of the Property all rights accruing from the ownership of the Property, including the right to engage in or permit or invite others to engage in uses of the Property that are not expressly prohibited herein and that are consistent with the purpose of the Easement.
 - C. The City shall manage and operate the Property accordance with all applicable ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental entity having jurisdiction in effect, including all such Environmental Laws related to Hazardous Materials as defined in Section G of this Easement.
6. MUTUAL COOPERATION RESOLVING CONDITIONS OF CONCERN. The Parties recognize and acknowledge that the preservation and protection of Conservation Values is of the highest priority for this Property and the basis of the Parties' goals for this Easement. If conditions, new technologies, and other circumstances or issues arise that are not addressed in this Easement, the Parties agree to meet, confer, and cooperate with each other to the greatest extent possible to resolve any condition, concern, technological advancement or change, or other activity that the Parties believe threatens, or has the potential to threaten, Conservation Values for this Property.

7. ENFORCEMENT AND REMEDIES.

- A. Notice of Violation; Corrective Action. If the Conservancy becomes aware that a violation of Section 3 of this Easement caused by the City , has occurred or is threatened to occur, the Conservancy will give written notice to the City of such

violation and the City will, in the case of an existing violation, promptly cure the violation by (a) ceasing the same and (b) restoring the Property to the condition before such violation, or in the case of a threatened violation, refrain from the activity that would result in the violation. If the City fails to cure such violation within 60 days after receipt of notice from the Conservancy, or under circumstances where the violation cannot reasonably be cured within a 60-day period, or if the City fails to begin curing such violation within the 60-day period or if the City fails to continue diligently to cure such violation until finally cured, the Conservancy may exercise the right to claim all remedies available at law or equity to enforce the terms of this Easement, including, without limitation, the right to seek a temporary or permanent injunction with respect to such activity, to cause the restoration of that portion of the Property affected by such activity to the condition that existed prior to the undertaking of such prohibited activity (regardless of whether the costs of restoration exceed the value of the Property), and to otherwise pursue all other available legal and equitable remedies, including, but not limited to, monetary damages arising from the violation. The Conservancy's rights under this section apply equally to actual or threatened violations of Section 3 of this Easement. The City agrees that the Conservancy's remedies at law for any violation of Section 3 of this Easement may be inadequate and that the Conservancy is entitled to the injunctive relief described in this Section, both prohibitive and mandatory, in addition to such other relief to which the Conservancy 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.

- i. The City is responsible for the acts of persons acting on its behalf, at its direction, or with its authorization, including but not limited to the City's agents and employees (the "City Parties"). The Conservancy has the right to enforce this Easement against the City for any use of or activities upon the Property that violate Section 3 of this Easement and are a direct result of an act of the City Parties. Except for the City Parties, the City is not liable for any acts, actions, or omission of any other person and the Conservancy does not have a right to enforce this Easement or make any claim arising under this Easement with respect to the City for the acts or omissions of any other person.
 - ii. The Conservancy may, but is not obligated, to pursue all legal and equitable remedies provided under this section against any third party responsible for any activity or use of the Property that violates Section 3 of this Easement.
- B. Costs of Enforcement. If either Party is the prevailing Party in any action against the other, the non-prevailing Party shall reimburse the prevailing Party for any reasonable costs of enforcement or defense, including court costs, mediation and, if applicable, arbitration costs, reasonable attorneys' fees, and any other payment ordered by such Court or arbitrator.
- C. Emergency Enforcement. If the Conservancy, in its reasonable, good faith judgment, determines that circumstances require immediate action to prevent or mitigate significant, immediate and material damage to the Conservation Values or

to prevent significant and material breach of Section 3 of this Easement, the Conservancy may pursue its remedies under this Easement without prior notice to the City and without waiting for the cure period to expire. Conservancy shall concurrently or as soon as possible thereafter notify the City orally and in writing of all actions taken pursuant to this section.

- D. Forbearance Not a Waiver. Any forbearance by Conservancy to exercise its rights under this Easement in the event of any violation of this Easement shall not be deemed or construed to be a waiver by Conservancy of such violation or another violation of this Easement or of any of Conservancy's rights under this Easement. No delay or omission by Conservancy in the exercise of any right or remedy upon any breach shall impair such rights or remedy or be construed as a waiver.
- E. Remedies Cumulative. No single or partial exercise of any right, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder and all remedies under this Easement may be exercised concurrently, independently or successively from time to time. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies which may be available at law or equity.
- F. Acts Beyond the City's Control. Notwithstanding anything here to the contrary, nothing contained in this Easement will be construed to entitle the Conservancy to bring any action against the City for, or to require the Conservancy or the City to, restore destruction of or damage to the Conservation Values resulting from, any damage, injury to or change in the Property resulting from or arising as a result of causes beyond the City's control, including without limitation fire, flood, storm, earth movement, landslides, acts of God and/or any other natural disasters or from any action that the City reasonably determines is prudent under emergency conditions to prevent, abate, or mitigate significant injury to the Property.

8. REPRESENTATIONS AND WARRANTIES.

- A. Hazardous Material. The City warrants that it has no actual knowledge of release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law.
- B. State of Title. The City represents and warrants that the City has good and marketable fee title to the Property, subject only to any liens, encumbrances and defects described in the title commitment obtained by the Conservancy prior to execution of this Easement. To the best of the City's knowledge, there are no existing easements, leases or other agreements that might cause extinguishment of this Easement, or that would materially impair the Conservation Purposes.
- C. Compliance with Laws. The City has not received notice of and has no knowledge of any material violation of any federal, state, county, or other governmental or quasi-governmental statute, ordinance, rule, regulation, law, or administrative or judicial order with respect to the Property.

- D. No Litigation. The City represents and warrants that to its knowledge there is no action, suit, or proceeding that is pending or threatened against the Property or any portion thereof relating to or arising out of the ownership or use of the Property, or any portion thereof, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, agency, or other governmental instrumentality.
- E. Disclosure of Easement Information. The Conservancy has informed the City of the types and legal effects of conservation easements and has advised the City to obtain independent legal advice as required by section 57-18-4 of the Utah Conservation Easement Act.
- F. Authority to Execute Easement. The person or persons executing this Easement on behalf of the Conservancy represent and warrant that the execution of this Easement has been duly authorized by the Conservancy. The person or persons executing this Easement on behalf of the City represent and warrant that the execution of this Easement has been duly authorized by the City.
9. RUNNING WITH THE LAND. This Easement burdens and runs with the Property in perpetuity. Every provision of this Easement that applies to the City or the Conservancy also applies forever to and burdens or benefits, as applicable, their respective agents, heirs, devisees, administrators, employees, personal representatives, lessees, and assigns, and all other successors as their interest may appear.
10. SUBSEQUENT TRANSFERS AND SUBORDINATION. The City agrees that the terms, conditions, restrictions, and purposes of this Easement or reference thereto will be inserted by the City in any subsequent deed or other legal instrument by which the City divests either the fee simple title or a possessory interest (including, but not limited to, any leases) of the Property; and the City further agrees to notify the Conservancy of any pending transfer (including, without limitation, leases) at least 45 days in advance of the transfer. The failure of the City to comply with this Section will not impair the validity of this Easement or limit its enforceability in any way. Any successor in interest of the City, by acceptance of a deed, lease, or other document purporting to convey an interest in all or any portion of the Property, will be deemed to have consented to, reaffirmed, and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Easement. Upon conveyance of the Property to any third party, the City will have no further obligations or responsibilities of any kind under this Easement except for matters and occurrences, if any, that arise or arose out of acts or conditions prior to the date of conveyance.
11. INDEMNIFICATION.
- A. Cross Indemnification. Notwithstanding any other provision of this Easement to the contrary, each Party hereby indemnifies, defends, and holds harmless the other, including, without limitation, the other Party's directors, officers, employees,

agents, contractors, and their successors and assigns (collectively, the “Indemnified Parties”) from and against any costs, liabilities, penalties, damages, claims, or expenses (including reasonable attorneys’ fees) and litigation costs that an Indemnified Party may suffer or incur as a result of, or arising out of use of or activities on the Property, except to the extent caused by the negligence of, or willful misconduct by, the other indemnifying Party.

- B.** The City is a governmental entity and no provision of this Easement shall waive any defense or limitation of the Government Immunity Act of Utah (Utah Code §§ 63G-7-101 to -904, as amended).
12. **CHANGE OF CONDITIONS.** In granting this Easement, the City has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses and that neighboring properties may be used entirely for such prohibited uses in the future. It is the intent of the City and the Conservancy that any such changes will not be deemed circumstances justifying the extinguishment of this Easement. In addition, the inability of the City, or the City’s successors or assigns, to conduct or implement any or all of the uses permitted under this Easement, or the unprofitability of doing so, will not impair the validity of this Easement or be considered grounds for its termination or extinguishment.
13. **EXTINGUISHMENT.** If subsequent, unexpected circumstances arise in the future that render the purposes of this Easement impossible to accomplish, this Easement can be released, terminated, or otherwise extinguished, whether in whole or in part, only (a) in a judicial proceeding in a court of competent jurisdiction and (b) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property in a manner that maintains the Conservation Values. Each Party will promptly notify the other when it first learns of such circumstances. Proceeds received after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, will be determined and distributed, unless otherwise provided by law at the time, to the City.
14. **CONDEMNATION.** If all or part of the Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate this Easement, this Easement shall terminate in its entirety or terminate on the portion of the Property subject to the exercise of eminent domain. The Conservancy shall not be entitled to any proceeds or compensation for this Easement resulting from the exercise of eminent domain for the Property and hereby waives, disclaims, and surrenders the same.
15. **AMENDMENT.** If circumstances arise under which an amendment to or modification of this Easement might be appropriate, the Parties may by mutual written agreement jointly amend this Easement. Any such amendment will: (1) be consistent with the preservation of the Conservation Values of this Easement; (2) not affect its perpetual duration or its qualification under any laws; (3) not permit any private inurement or impermissible private

benefit to any person or entity, in accordance with rules and regulations governing charitable organizations qualified under I.R.C. § 501(c)(3); and (4) have a positive or not less than neutral conservation outcome. Any such amendment will be recorded in the land records of Summit County, Utah. Nothing in this section will require either Party to agree to any amendment or to consult or negotiate regarding any amendment.

16. **NOTICE**. Any written notice called for in this Easement shall be delivered: (i) in person; (ii) by certified mail, return receipt requested, postage prepaid; (iii) by e-mail with the original deposited with the United States Post office, postage prepaid; or (iv) by next-business-day delivery through a reputable overnight courier that guarantees next-business-day delivery and provides a receipt. Notices must be addressed as follows:

To the Conservancy:

Summit Land Conservancy
P.O. Box 1775
1887 Gold Dust Lane, Suite 101
Park City, Utah 84060
Attention: Chief Executive Officer

To the City:

Oakley City
960 W. Center Street
PO Box 129
Oakley, UT 84055
Attention: Mayor

Either Party may, from time to time, by written notice to the other, designate a different address that will be substituted for the relevant address or addresses set forth above. Notice is deemed to be given upon receipt.

17. **INTERPRETATION**.

- A. **Intent**. It is the intent of this Easement to protect the Conservation Values in perpetuity for the Property, notwithstanding economic or other hardship or changes in circumstances or conditions. If any provision in this Easement is found to be ambiguous, an interpretation consistent with protection of the Conservation Values is favored, regardless of any general rule of construction that may be to the contrary. In the event of any conflict between the provisions of this Easement and the provisions of any use and zoning restrictions of the State of Utah, the county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive conservation provisions will apply.
- B. **Governing Law**. This Easement will be interpreted in accordance with the laws of the State of Utah.

- C. Captions. The section captions in this Easement have been inserted solely for convenience of reference and are not part of this Easement and will have no effect upon construction or interpretation.
- D. No Hazardous Materials Liability. Notwithstanding any other provision of this Easement to the contrary, nothing in this Easement will be construed such that it creates in or gives to the Conservancy: (a) the obligations or liabilities of a “city” or “operator” as those words are defined and used in Environmental Laws (defined below), (b) the obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3); (c) the obligations of a responsible person under any applicable Environmental Law; (d) any obligation to investigate or remediate any Hazardous Materials associated with the Property; or (e) any control over the City’s ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.
- E. Merger. This Easement shall not be extinguished under the doctrine of merger. Notwithstanding the foregoing, prior to any occasion in which the Conservancy takes legal title to the City’s interest in the Property, the Conservancy must commit the monitoring and enforcement of this Easement to another qualified organization within the meaning of I.R.C. § 170(h)(3), which organization has among its purposes the conservation and preservation of land and water areas.
- F. Construction. The Parties acknowledge and agree that (a) each Party is of equal bargaining strength; (b) each Party has actively participated in the drafting, preparation and negotiation of this Easement; (c) each Party has consulted with its own independent counsel, and such other professional advisors as it has deemed appropriate, relating to any and all matters contemplated under this Easement; (d) each Party and its counsel and advisors have reviewed this Easement; (e) each Party has agreed to enter into this Easement following such review and the rendering of such advice; and (f) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party do not apply in the interpretation of this Easement, or any portions hereof, or any amendments hereto.
- G. Definitions. Unless defined elsewhere in this Easement, capitalized terms used in this Easement have the following meanings.
 - i. The term “Development Rights” means and includes any and all legal rights under federal, state, and/or local laws, ordinances, rules or regulations now in effect or enacted after this date to develop and build structures for any purpose, expressed as the maximum number of dwelling units per acre for residential parcels or square feet of gross floor area for nonresidential parcels, that could be permitted under applicable planning and zoning and subdivision rules and regulations.
 - ii. All references to the “I.R.C.” or “IRS Code” means the Internal Revenue Code in Title 26 of the United States Code.

- iii. The terms the “City” and the “Conservancy”, and any pronouns used in place thereof, mean and include, respectively, the City and the City’s personal representatives, heirs, devisees, personal representatives, and assigns, and all other successors as their interest may appear and the Conservancy and its successors and assigns.
 - iv. The term “Hazardous Materials” includes, without limitation, any of the following wastes, materials, chemicals, or other substances (whether in the form of liquids, solids, or gases, and whether or not airborne) which are ignitable, reactive, corrosive, toxic, or radioactive, or which are deemed to be pollutants, contaminants, or hazardous or toxic substances under or pursuant to, or which are to any extent regulated by or under or form the basis of liability under any statute, regulation, rule, ordinance, order, or requirement concerning such wastes, materials, chemicals, or other substances (in each case, an “Environmental Law”), including, but not limited to, petroleum-based products and any material containing or producing any polychlorinated biphenyl, dioxin, or asbestos, as well as any biocide, herbicide, insecticide, or other agrichemical, at any level that may (a) constitute a present or potential threat to human health, safety, welfare, or the environment, (b) exceed any applicable or relevant and appropriate cleanup standard, or (c) cause any person to incur any investigation, removal, remediation, maintenance, abatement, or other cleanup expense; it being understood that such Environmental Laws include, but are not limited to Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. §§ 6901 et seq.); Utah Code, Title 19, Chapter 6, or other similar Utah Code provisions; and any rule, regulation, or other promulgation adopted under any of the foregoing laws.
18. **RESTRICTIONS ON TRANSFER.** This Easement may be transferred by Conservancy, only if: (i) the City provides its express, written consent; (ii) as a condition of the transfer, Conservancy requires that the purpose of this Easement continues to be carried out; (iii) the transferee, at the time of transfer, qualifies under I.R.C. § 501(c)(3) and/or I.R.C. § 170(h) and Utah Conservation Easement Act § 57-18-3 as an eligible donee to receive this Easement directly (the “Eligible Donee”); and (iv) the Eligible Donee has the commitment and resources to enforce, and agrees to enforce, this Easement. Conservancy agrees to provide written notice to the City at least 60 days prior to any intended transfer of this Easement and if the City requests that the Easement be transferred to a specific Eligible Donee, the Parties shall make reasonable efforts to transfer the Easement to said Eligible Donee.
19. **SEVERABILITY AND ENFORCEABILITY.** The terms and purposes of this Easement are intended to be perpetual. If any provision in this Easement is held invalid or unenforceable by any court or as a result of future legislative action, and if the rights or obligations of any Party under this Easement will not be materially and adversely affected thereby, the Parties want a court to interpret this Easement as follows:

- i. with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;
 - ii. if an invalid or unenforceable provision is modified or disregarded in accordance with this section, by holding that the rest of the agreement will remain in effect as written;
 - iii. by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and
 - iv. if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire agreement unenforceable.
20. **COUNTERPARTS.** This Easement may be executed in one or more counterparts, all of which taken together will be considered one and the same agreement and each of which will be deemed an original.
21. **RECORDING EFFECTIVE DATE.** This Easement shall be effective (the “Effective Date”) on the day it is delivered for recording with the office of the Summit County Recorder, with a date-stamped copy retained as proof of timely delivery. The Conservancy is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement, and the City agrees to execute any such instruments upon reasonable request.
22. **ENTIRE AGREEMENT.** This Easement, including the Exhibits attached hereto and the Baseline Report, sets forth the entire agreement and understanding of the Parties with respect to the transactions contemplated by this Easement and supersedes all prior arrangements, promises, communications, representations, warranties, and understandings, whether oral or written, by any Party or any officer, employee, representative or agent of any Party with respect to transactions contemplated by this Easement.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE
CONSERVATION EASEMENT

THE CITY, AS GRANTOR, AND THE CONSERVANCY, AS GRANTEE, have executed this Conservation Easement as of the Effective Date.

GRANTOR:

Oakley City, a Utah municipality

GRANTEE:

Summit Land Conservancy, a Utah
nonprofit corporation

By: _____
Zane Woolstenhulme, Mayor

By: _____
Cheryl Fox, Chief Executive Officer

GRANTEE ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 2025, by Cheryl Fox, the Chief Executive Officer of Summit Land Conservancy, a Utah nonprofit corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

GRANTOR ACKNOWLEDGMENT PAGE
CONSERVATION EASEMENT

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was executed before me this _____ day of _____, 2025, by Zane Woolstenhulme, the mayor of Oakley Municipal Corporation.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT A
TO
CONSERVATION EASEMENT

LEGAL DESCRIPTION OF THE PROPERTY

PARCEL 1

COMMENCING AT A POINT 71 RODS EAST FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE RUNNING EAST 89 RODS TO 1/2 MILE ROCK; THENCE SOUTH 160 RODS; THENCE 138 RODS WEST TO A POINT JUST WEST OF UPPER MARION DITCH; THENCE NORTHEASTERLY APPROXIMATELY 165 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WESTERLY OF PINION LANE.

PARCEL 2

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 6 EAST SALT LAKE BASE AND MERIDIAN.

(Tax Serial No. OT-270-X)

EXHIBIT B
TO
CONSERVATION EASEMENT

PROPERTY MAP

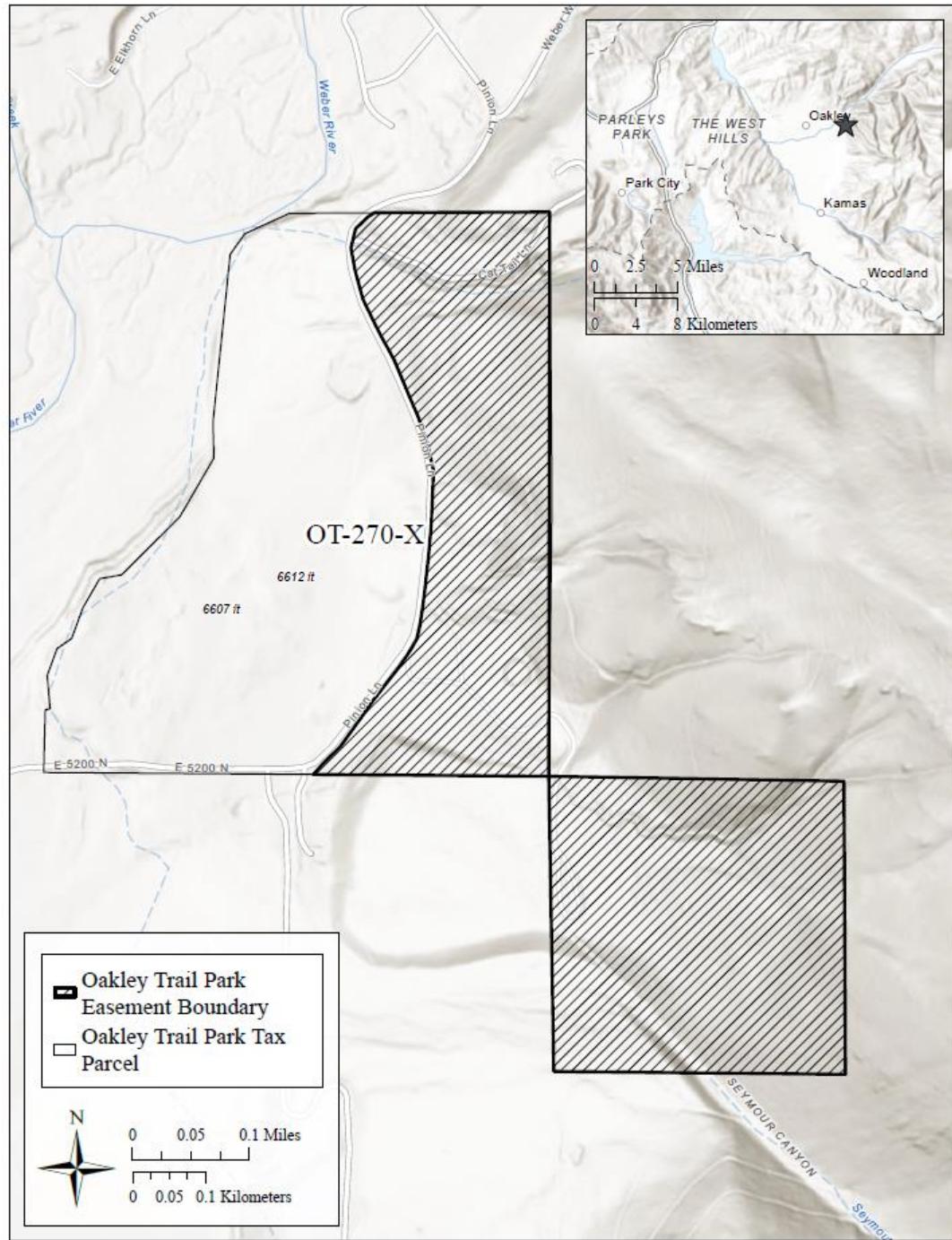


EXHIBIT B
TO
CONSERVATION EASEMENT

MAP OF PINION CREEK WATERSHED AREA

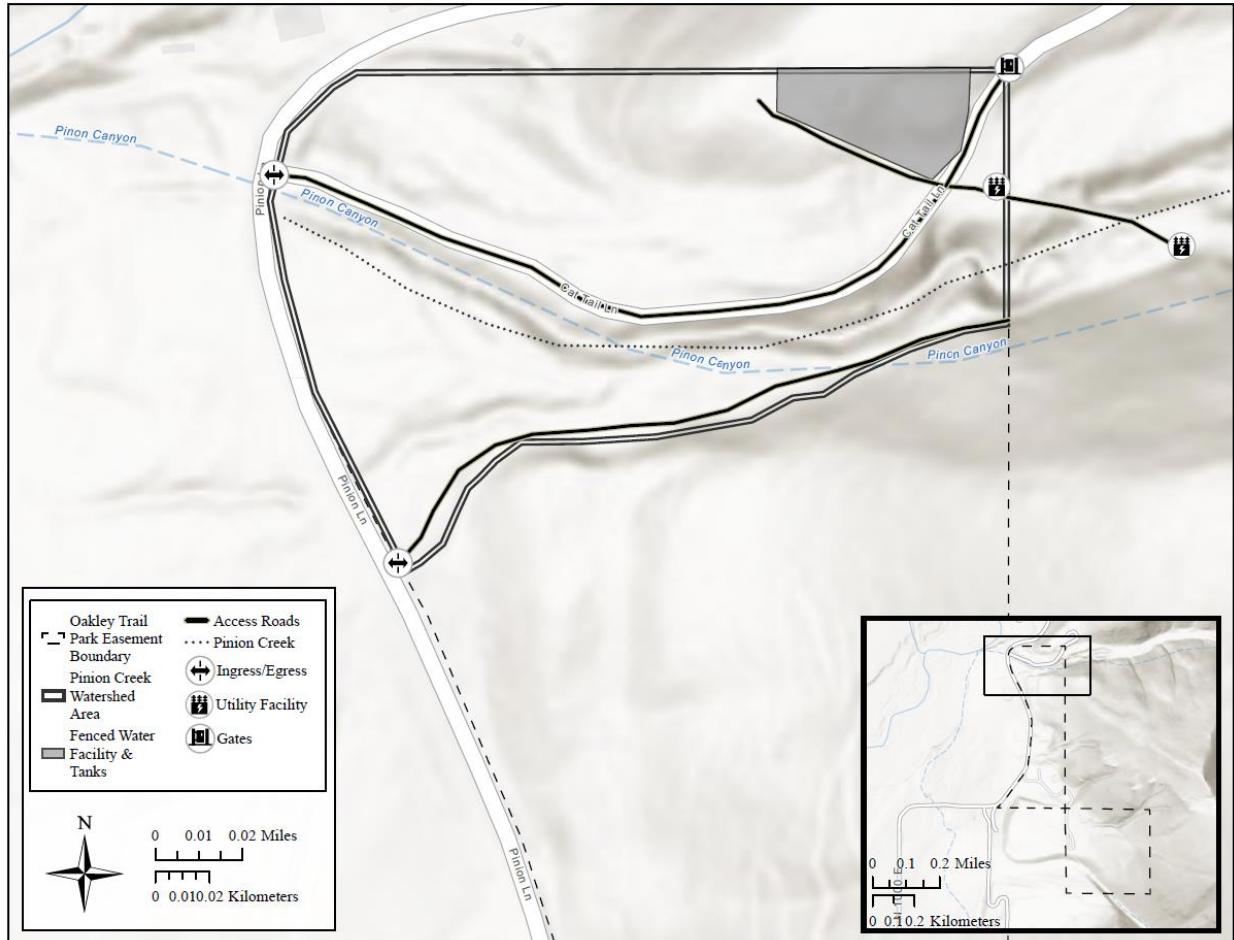


EXHIBIT C
TO
CONSERVATION EASEMENT

RECOMMENDED PRACTICES

. The uses set forth in this Exhibit are intended to provide guidance and recommendations in determining the consistency of other activities with the Conservation Values.

1. **MANAGEMENT**. The Property shall be managed in a manner that adheres to best practices for preserving natural and undeveloped open space. Special focus will be given to maintaining the recreational areas, wildlife habitats, watershed protection and scenic qualities.
2. **RECREATIONAL USES**. The Property may be used for passive recreational activities including but not limited to, hiking, biking, snowshoeing, horseback riding and picnics.
3. **TRAILS**. The Property shall be used for outdoor recreation, and trails may be maintained, improved, realigned and/or constructed for non-motorized mountain biking, hiking and equestrian uses upon the southern part of the Property in the general area where trails are currently located.
4. **TRAIL AND RECREATIONAL AMENITIES**. Minor structures for the public enjoyment of the Property are allowed, including but not limited to sign kiosks, benches, picnic tables, pergolas, bike maintenance stations and trash receptacles.
5. **IMPROVEMENTS**. The following structures may be erected or placed on the Property: (a) improvements necessary to protect the safety and physical integrity of the surrounding properties or utility infrastructure; (b) improvements related to the enhancement of the Conservation Values; (c) improvements for trails and trailhead amenities as described in section 4 of this Exhibit C; or (d) improvements related to utilities as described in Section 3 of this Easement.
6. **ROADS FOR TRAIL ACCESS**. Existing roads and driveways may be improved, maintained or re-aligned for the purpose of public access to trailheads and for access to existing water storage facilities utility services.
7. **FENCES**. Fences may be built and maintained on the Property provided such fences (a) are reasonably necessary for the protection of utility infrastructure, water resources, wildlife resources or public safety, (b) will not unduly restrict or impair wildlife movement, and (c) will not unduly interfere with the public access and scenic value of the Property.
8. **SIGNS AND BILLBOARDS**. Billboards and signs should be prohibited on the Property, other than signs for the following purposes:

- A. To indicate that the Property is protected by a conservation easement held by the Conservancy and owned by the City.
 - B. To identify public recreational trails and directions to trailheads;
 - C. To provide the rules and regulations and information related to safety, water resources, wildlife protection, parking, permitted and prohibited uses or hazardous conditions; and
 - D. To close trails or areas to public use.
9. **WEED MANAGEMENT.** The use of pesticides, herbicides and other biocides should be limited. Organic, sustainable, and watershed friendly methods of weed and pest control are preferred throughout the Property and the City should use best practices for weed management and follow all federal, state and county laws related to their application. The City has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest, and mosquito abatement objectives. The use of such agents should be conducted in a manner to minimize adverse effects on the natural values of the Property and to avoid any impairment of the natural ecosystems and processes.
10. **HUNTING OR TRAPPING.** Hunting on the Property is permitted, in compliance with applicable laws and regulations. The City may post the Property with signs stating that hunting and/or trapping is permitted or prohibited on the Property.
11. **PARKING AND MOTORIZED VEHICLE USE.** Vehicular access and parking along the road on the southern part of the Property named “Pinion Trail Head Road” is permitted, and the City may implement and enforce parking rules and regulations. Roads and driveways may be used for emergency services and trail and Property maintenance, the maintenance and construction of utilities, and for the construction of new trails or trail amenities as otherwise permitted by the City.
12. **RECREATIONAL MOTORIZED VEHICLES.** The use of electric-assisted bicycles (e-bikes) on the Property are restricted pursuant to state and local laws, rules, and regulations. Other motorized vehicles, including but not limited to snowmobiles, ATVs, jeeps, and motor bikes, are currently not permitted on the Property other than for emergency services, trail and Property maintenance, the maintenance of utilities, and for the construction of new trails or trail amenities as otherwise permitted by the City.
13. **ADA ACCESS.** Nothing contained in the Easement will prevent the City from allowing the use of electric wheelchairs or other power-driven mobility devices on the Property pursuant to the City’s obligations under the Americans with Disabilities Act of 1990, or other laws and regulations pertaining to the rights of persons with disabilities.
14. **HABITAT RESTORATION ACTIVITIES.** Activities to restore or enhance native plant communities or terrestrial or aquatic wildlife habitat are permitted.

15. **DESTRUCTION OF NATIVE VEGETATION.** The removal, cutting or destruction of native vegetation is prohibited except (a) as allowed by, or as reasonably incident to activities allowed by the City, (b) for disease or insect control, (c) for wildfire mitigation, and (d) to prevent property damage or personal injury.
16. **NON-NATIVE SPECIES.** Introduction of any non-native plant or animal species should be prohibited other than those generally accepted for habitat improvement or as mutually agreed upon by the City and the Conservancy.
17. **FIRE SUPPRESSION AND FOREST MANAGEMENT.** The City may remove trees, brush, and vegetation as necessary to minimize the risk of wildfire on the Property and surrounding environment. Potential means to reduce or remove high-risk fuel loads should include requiring the City or the City's agent to remove deadfall and slash created during the maintenance of trails. Removal methods (a) shall limit the effect on the native biological diversity; (b) may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing; and (c) shall be consistent with the techniques employed by and the wildfire management determinations of the governing fire authority for the Property.
18. **DUMPING AND WASTE.** No dumping, burying, storing, applying, or releasing of waste, sewage, garbage, vehicles, or appliances is allowed on the Property, except for appropriate routine storage of garbage and wastes from permitted uses of the Property pending transport for proper disposal.
19. **CHEMICAL AND BIOLOGICAL CONTROLS.** In accordance with all applicable federal, state and local laws and regulations, the City has the right to use agrichemicals and biological controls on the Property as necessary to control noxious weeds, pests and for mosquito abatement. Chemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable noxious weed, pest and mosquito abatement objectives while minimizing adverse effects on the natural values of the Property and avoiding any impairment of the natural ecosystems and processes.