



P.O. Box 9157  
Salt Lake City, Utah 84109  
SaltLakeClimbers.org

April 1, 2020

**RE: Gate Buttress Recreation Infrastructure and Restoration Project Request for Support**

1. Briefly describe your idea. How will it implement transportation and transit solutions, protect the ecosystems that originate in the Central Wasatch, steward recreational access, or sustain the economic viability of the project area?
2. Does this idea result in other benefits to the Central Wasatch and its users?

Dear Central Wasatch Commission:

The Salt Lake Climbers Alliance (SLCA) is pleased to present the following proposal to Central Wasatch Commission for the completion of the Gate Buttress Recreation Infrastructure Project in lower Little Cottonwood Canyon, Utah. This project is shovel ready and would align with CWC's short term project goals.

The mission of the Salt Lake Climbers Alliance is to serve as the unified voice of all climbers in the greater Wasatch region, engaging as an advocate to protect outdoor climbing access and as a steward to maintain sustainable climbing resources in the Wasatch and surrounding regions.

In 2017, the SLCA signed a recreational lease with the Church of Jesus Christ of Latter-day Saints that legitimized public access to the Gate Buttress property for recreation. The SLCA were named stewards of the 140-acre parcel. Climbing has taken place on the property since the 1960s, however infrastructure in terms of well-defined trails, long-lasting stainless-steel climbing anchors, and trail head facilities have never been put in place. As outdoor rock climbing continues to grow in popularity, overcrowding is stressing outdoor landscapes beyond their ability to recover naturally. As a result, the environment is degraded which negatively affects watershed health. This project aims to create sustainable recreation infrastructure to accommodate the growing number of recreationalists and protect the places we play for future generations at the Gate Buttress. This is the third and final year of trail and anchor maintenance on this project.

The SLCA respectfully requests support up to \$20k from the CWC to implement the completion of the Gate Buttress Project, which is 28% of the total \$70,870 cost. This will support jobs in the form of professional trail crews, materials, and signage. A \$50,000 Recreational Trails Program Grant will match the donation.

Thank you for your consideration in supporting the Gate Buttress Recreation and Restoration Infrastructure Project. I am available to answers questions or concerns that may arise with this proposal.

Sincerely,

Julia Geisler  
Executive Director

Salt Lake Climbers Alliance  
[Julia@SaltLakeClimbers.org](mailto:Julia@SaltLakeClimbers.org)  
415.695.4502

## **About the Project**

The Gate Buttress Recreation Infrastructure Project is designed to address over 60 years of human-caused impacts on a 140-acre parcel of land located in lower Little Cottonwood Canyon. This parcel is privately owned by The Church of Jesus Christ of Latter-day Saints. In 2017, the Salt Lake Climber Alliance (SLCA) signed a recreational lease with the Church and was named active steward of the Gate Buttress parcel. The lease legitimized public access to the land for recreation, which is predominantly used for rock climbing.

## **Statement of Need**

The Gate Buttress parcel is within the Uinta-Wasatch-Cache National Forest, whose visitation numbers are higher than all five of Utah's national parks combined. Recreationalists, primarily climbers, have been enjoying the trails and cliffs on this property since the 1960s. As outdoor recreation continues to grow in popularity, overcrowding is stressing outdoor landscapes beyond their ability to recover naturally. Soil erosion and compaction along with degradation of vegetation create run off and dirties waterways, hence negatively impacting the watershed health. The area's spider web of social trails hinders search and rescue operations. Lack of signage and unofficial trails also confuse hikers and other visitors to this property.

## **Project Proposal**

The long-term stewardship goal for the property is to improve and define trails leading to rock climbing areas and replace aging fixed hardware on climbing routes using a combination of professional trail crews and volunteers. Protection of land for public recreation promotes positive lifestyle choices that increase quality of life for residents and visitors of Utah.

## **A Phased Approach**

This project is a three Phased approach with focus on the highest impacted climbing areas first. The SLCA invested \$138k to complete Phase One in 2018, and \$133k in 2019 to start Phase Two. The scope of work for Phase Two will be completed by fall of 2020. Phase Three will address mostly parking and trail head facilities and will be implemented in tandem with larger land use planning processes from the Little Cottonwood Canyon Environmental Impact Statement.

From 2018-2019, the SLCA constructed 700 stone steps, built 4,600 cubic feet of retaining wall, and established 60,000 linear feet of trail – all built by hand using professional trail crew's adept at stone masonry work at the Gate Buttress. Social trails were rehabilitated so the natural environment can recover. We replaced over 450 fixed anchors on 97 climbing routes with stainless steel hardware and facilitated over 22,000 volunteer hours valued at over \$55k.

The SLCA completed a lot of work to improve this climbing resource in 2018 and 2019, however much more work is needed considering the large size of the property and decades of user created impacts to the landscape. Phase Two will continue starting in the spring of 2020 and will address climbing access trails to some of the most popular climbing areas including East Gate and The Hill Boulders. Roadside parking problems will be addressed with connector trails to the Gate Buttress parking lot. 4,500+ individuals were recorded on

an infrared trail counter at the Gate Buttress trailhead from April 1st- November 24th, 2019 indicating the high use of this property for the general public's enjoyment.

### **Climbing Access Trail Work**

Planning and design of the trail network for the Gate Buttress Project has been done by the SLCA's Field Coordinator who has years of experience in planning for climbing area trails. Climbing area improvements are best planned by climbers themselves as climbers use land differently than other recreation groups. Climbing area trails need to be designed to not only approach to the start of the climb, but often times climbers will descend from a different point and have to loop back around to the base of a climb. Climbers also develop circuits of climbs and boulder problems according to difficulty and where the sun is positioned (for rock friction) and will travel these circuit pathways. Close observation of climber use of an area is required to develop infrastructure that will be adopted by users.

The steep and rocky terrain of the Gate Buttress property requires the trails be built by hand using technical stone masonry skills. Building trail by hand is highly labor intensive and time consuming. Professional trail crews will be hired and supported by volunteer labor. The SLCA hosts Adopt-a-Crags every other Saturday in the spring and fall for up to twenty participants. During an Adopt-a-Crag, volunteers work under the direction of the trail crew and are a huge help with sourcing rock material that the crew can then use to build stone steps and retaining walls. Granite is essentially harvested by splitting rocks using a chiseling technique or they are carried (sometimes up to six volunteers are needed to carry one rock) from the surrounding forest. When volunteers put sweat equity into building trails, a sense of stewardship of the land is instilled and a deeper connection to the sport is fostered. The goal of the rock work is to harden highly eroded soils in steep terrain to prevent soil run off that degrades water quality. This high-quality rock work will require very little maintenance once the trail is built. The SLCA has a tool cache of rock work specific tools that will be used and consumables (tools like wedges that need replaced after use) from this tool cache will be purchased as needed.

The scope of work for 2020 also include improvements to staging areas at highly impacted climbing areas at the Gate Buttress. A "staging area" is where a rock climb starts at the base of the cliff. Soils at staging areas become highly eroded because climbers put their gear down in this area as they prepare to climb. By defining the perimeters of staging areas, we aim to contain the footprint of where climbers stage to eliminate/reduce impact on vegetation.

### **Fixed Anchor Replacement**

Each of the 588 climbing routes at the Gate Buttress can be thought of as a "vertical trail", or a unique pathway that a climber can use to ascend the cliff face. Each of these routes leads the climber up a pathway until they reach the top of the cliff or a convenient stopping location, such as a ledge. The majority of these routes have fixed hardware necessary to ascend and descend the route. Fixed anchors have been installed by climbers throughout the years, some of them put in as early as the 1960s. Anchors now require replacement because the non- stainless-steel hardware that was initially installed is starting to show signs of corrosion that could eventually lead to failure.

The implementation of an anchor replacement initiative for a climbing area is a major undertaking. During the course of a full day, one person may replace 10 or 12 fixed anchors. On especially long routes with sporadically placed anchors, as is often the case in Little Cottonwood Canyon, one person may replace as few as two to four anchors in a full day. Thus, the replacement process becomes iterative, with multiple days required to

upgrade all of the fixed anchors in one area. The goal for 2020 is to replace approximately 100 fixed anchors at the Gate Buttress parcel. The SLCA is aiming to hire the nation's first professional vertical anchor replacement crew to conduct this work supplemented with volunteers. The SLCA has specific tool kits required to perform anchor replacement. Consumables (such as bolts) will be purchased and only stainless-steel hardware will be purchased.

### **Long Term Maintenance**

As stated in the lease of the property, the Salt Lake Climbers Alliance will manage all long-term maintenance of the Gate Buttress project. The high-quality trail product will require little maintenance as will stainless steel anchors. The SLCA will facilitate Adopt-a-Crag volunteer days as needed for maintenance to include graffiti removal, invasive species removal, and smaller trail projects as warranted.

### **Those Who Benefit**

Quantifying the number of people that benefit from the SLCA's Gates Buttress infrastructure improvements is complicated by the fact that many are participants of what recreational sociologists refer to as "lifestyle sports" - activities without governing bodies or formal organization. Absent formal governance, obtaining accurate user counts for lifestyle sport communities is notoriously difficult. The SLCA is working with researchers from the University of Utah to address obtain accurate estimates (e.g. through trail counters). Lacking precise estimates, the need for the project can be understood through its benefits to three populations: climbers, non-climber recreators, and other Salt Lake City residents.

Although current climbing activity necessitates infrastructure improvements, the need is even more pressing once one considers the climbing community's exponential growth. It is estimated that there are 7.7 million climbers in the U.S. and up to 1,500 additional people try climbing for the first time *everyday*. With Salt Lake City's status as a national climbing hub (bringing outdoor companies like Black Diamond and Petzl, not to mention USA Climbing ahead of the 2020 Olympics), such figures hint at the increased pressure that areas like the Gates Buttress will witness in coming years.

Crucially, the Gates Buttress sits at the entrance of the most heavily-used recreational destination in the Wasatch Front. According to the Utah Department of Transportation, Little Cottonwood Canyon, alone, sees up to 12,400 visitors *a day*. Every one of these users stands to benefit from the improved environmental conditions that infrastructure improvements will generate. Among those that will experience the project's benefits directly are an untold number of hikers, snowshoers, youth groups (e.g. the Boy Scouts), nature lovers, and trail runners. Vital search-and-rescue operations benefit from well maintained and signed trails as well as safe climbing anchors. Additionally, half a million Salt Lake City residents drink water from the Little Cottonwood Canyon watershed. Reducing erosion and dirty run-off into streams improves the watershed health and promotes clean water for its' residents.

Through the recreational lease, the Gate Buttress area will remain open and free to the public at large to use for their enjoyment of healthy outdoor recreation, providing a sustainable and enriching outdoor experience to people of all socio-economic backgrounds and physical capabilities.

###



## Gate Buttress Phase Two 2020 Budget

### Income

Recreational Trails Program Grant		\$50,000
-----------------------------------	--	----------

### Expenses

#### Trails

Trails Field Coordinator	9 weeks \$1400/week	\$12,600
--------------------------	---------------------	----------

Single Track Trails Crew	16 days, 1 person \$700/day	\$11,200
--------------------------	-----------------------------	----------

SLCA Trail Crew	9 weeks, 3 people \$2160/week	\$19,440
-----------------	-------------------------------	----------

Trail Supplies & Tools		\$ 1,200
------------------------	--	----------

#### Anchor Replacement

Anchor Replacement Field Coordinator	9 weeks \$1400/week	\$12,600
--------------------------------------	---------------------	----------

Anchor Replacement Crew	4 weeks, 3 people \$3120/week	\$12,480
-------------------------	-------------------------------	----------

Anchor Replacement Supplies and Tools		\$ 1,000
---------------------------------------	--	----------

Signage & Mapping		\$ 350
-------------------	--	--------

		\$70,870
--	--	----------

### In Kind

	Adopt a Crags, 4 volunteer days	
	10ppl/day \$25.43 per hour 200	
Volunteer Labour	hours	\$ 5,860



April 27, 2020

RE: Timeline – CWC PROJECT PROPOSAL SUPPORT

Phase Two of recreation infrastructure improvements at the 140-acre Gate Buttress in lower Little Cottonwood Canyon are shovel ready. This work will require nine weeks of professional trail crew time to be completed in the fall of 2020. We respectfully request that COVID-19 considerations be allowed to be able to bump to spring 2021 for completion if necessary.

Sincerely,

A handwritten signature in black ink, appearing to read 'Julia Geisler', is positioned below the word 'Sincerely,'.

Julia Geisler  
Salt Lake Climbers Alliance  
Executive Director

THE CHURCH OF  
**JESUS CHRIST**  
OF LATTER-DAY SAINTS

OFFICE OF GENERAL COUNSEL  
Second Floor, West Wing  
50 East North Temple Street  
Salt Lake City, Utah 84150  
Phone (801) 240-6301  
Fax (801) 240-2200

June 9, 2017

Tara McKee, OOR Program Manager  
Rose Smith, OOR Program Specialist  
Office of Outdoor Recreation  
Governor's Office of Economic Development  
60 East South Temple Street  
Salt Lake City, Utah 84111

Re: Salt Lake Climbers Alliance, Inc.  
Gate Buttress Project Phase One/Little Cottonwood Canyon

Dear Ms. McKee and Ms. Smith:

Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints ("CPB") is the title owner to approximately 140 acres of land in lower Little Cottonwood Canyon popularly known as the "Gate Buttress" property (the "Property"). The site—which originally furnished stones for the construction of the Salt Lake Temple—is an internationally known attraction for rock climbers, hikers and other outdoor enthusiasts.

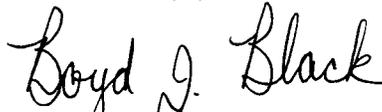
CPB recently leased the Property on a rent-free basis to Salt Lake Climbers Alliance, Inc. (the "Alliance") and The Access Fund (together with the Alliance, the "Lessee") pursuant to a recreational lease agreement (the "Lease"), a copy of which is enclosed for your reference. The Lease's purpose is to "facilitat[e] responsible recreational hiking, rock climbing, and other recreational activities free of charge for members of the general public through the planning, developing, repairing, maintaining and reconstruction of [i]mprovements to the [Property] in order to integrate management of the rock climbing and hiking infrastructure in lower Little Cottonwood Canyon." Under the Lease, the Lessee may use the Property to facilitate such recreational rock climbing, hiking and other recreational uses by the general public and for no other purposes, and the Lessee is obligated to prepare and annually update a development plan for the Property that will include improvements to hiking trails, appropriate signage and other rock climbing and hiking infrastructure to be approved by CPB.

Tara McKee, OOR Program Manager  
Rose Smith, OOR Program Specialist  
Office of Outdoor Recreation  
Governor's Office of Economic Development  
June 9, 1997  
Page 2

The Church of Jesus Christ of Latter-day Saints Foundation (the "Foundation") has recently made a \$25,000 "seed money" grant to the Alliance for its planned improvements to the Property. CPB is fully supportive of the Alliance's application to GOED for a Utah Outdoor Recreation Grant to supplement the Foundation's grant and to enable the Alliance to more fully accomplish its improvement plan for the Property for the benefit of the general public.

I would be pleased to respond to any questions you may have regarding CPB's involvement in this matter.

Sincerely yours,

A handwritten signature in black ink that reads "Boyd J. Black". The signature is written in a cursive style with a large initial 'B'.

Boyd J. Black  
Associate General Counsel

Enclosure

cc w/o encl: Julia D. Geisler, Salt Lake Climbers Alliance, Inc.

## RECREATIONAL LEASE AGREEMENT

THIS RECREATIONAL LEASE AGREEMENT (this “**Lease**”) is made as of this <sup>23<sup>rd</sup></sup> day of May, 2017 (the “**Effective Date**”), by and between CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (“**Lessor**”), and SALT LAKE CLIMBERS ALLIANCE, INC., a Utah nonprofit corporation, (hereinafter referred to as “**SLCA**”) and THE ACCESS FUND, a Colorado nonprofit corporation, (hereinafter referred to as “**Access Fund**”) ( collectively, SLCA and Access Fund are hereinafter referred to as “**Lessee**”).

### RECITALS

**A.** Lessor is the owner of that certain real property located in Little Cottonwood Canyon, Salt Lake County, State of Utah, as more particularly depicted on Exhibit A, attached hereto and incorporated by this reference (the “**Property**”).

**B.** The Property contains areas that are popular for rock climbing, hiking, and other outdoor recreational activities and attracts members of the general public to the Property for those recreational uses.

**C.** SLCA is a Utah nonprofit corporation and is qualified under Section 501(c)(3) of the Internal Revenue Code. SLCA advocates responsible rock climbing practices and partners with numerous local, state, federal, and private entities to preserve and protect rock climbing access along the Wasatch Front and across Utah. Access Fund is a nonprofit organization and is qualified under Section 501(c)(3) of the Internal Revenue Code. Access Fund’s mission is to help preserve access to rock climbing, ice climbing, mountaineering, and bouldering opportunities in the United States. Together as Lessee, Access Fund and SLCA share the mutual goal of providing public access for the purpose of climbing and conserving the climbing environment.

**D.** Lessor desires to lease to Lessee and Lessee desires to lease from Lessor, a portion of the Property, which portion is more particularly depicted on Exhibit B, which is attached hereto and incorporated herein by reference (the “**Premises**”). The Premises includes the “**Gate Buttress Parking Lot**”.

**E.** Lessor and Lessee intend that, during the Term (defined below) of this Lease, Lessee’s use of the Property will be to facilitate responsible recreational access to the Premises for hiking, bouldering, and rock climbing to the general public free of charge by constructing trail improvements, sanitary facilities, appropriate signage, and other rock climbing and hiking infrastructure (collectively, the “**Improvements**”) pursuant to a development plan (“**Development Plan**”) attached hereto as Exhibit C. References to the Development Plan herein are to the most recent Development Plan agreed to by the parties as the Development Plan will be updated annually by the parties pursuant to the terms of this Lease.

**F.** Lessor and Lessee desire to enter into this Lease to set forth in writing their rights and obligations to each other.

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, Lessor and Lessee agree as follows:

1. **Grant.** Lessor hereby leases the Premises to Lessee for the sole purpose of facilitating responsible recreational hiking, rock climbing, and other recreational activities free of charge for members of the general public through the planning, developing, repairing, maintaining and reconstruction of Improvements to the Premises in order to integrate management of the rock climbing and hiking infrastructure in lower Little Cottonwood Canyon.

2. **Term.** The term of this Lease (the “**Term**”) shall be ten (10) years from the Effective Date. After the expiration of the Lease, the Lease shall be renewed automatically thereafter on the anniversary of the Effective Date (“**Renewal Date**”) for successive periods of two (2) years unless terminated by either party not less than thirty (30) days preceding the Renewal Date upon written notice to the other party.

3. **Early Termination.** Notwithstanding anything to the contrary in this Lease, Lessor, in Lessor’s sole discretion, may terminate this Lease with respect to all or certain portions of the Premises either (a) for any or no reason at all prior to the expiration of the Lease upon providing one hundred and eighty (180) days’ prior written notice to Lessee or (b) upon ninety (90) days’ prior written notice if Lessor, in its sole discretion, elects to resume the harvesting of granite on the Premises or Property. Lessor may also terminate this Lease early pursuant to the provisions of Section 19.1 hereof. Lessee shall have the right to terminate this Lease in its entirety upon providing one hundred and eighty (180) days’ prior written notice to Lessor.

4. **Rent.** Lessee will not pay rent to Lessor under this Lease. Lessee shall be responsible for certain costs as set forth in this Lease.

5. **Improvements and Construction**

5.1. **Improvements.** Lessee shall assume full responsibility for the construction, repair, and maintenance of the Improvements on the Premises as set forth in the Development Plan.

5.2. **Development Plan.** The only Improvements that may be made to the Property shall be those set forth in the then effective Development Plan. The Development Plan is subject to the prior review and approval of Lessor, which approval may be denied in Lessor’s sole discretion. The Development Plan attached to this Lease upon execution has been reviewed and shall be deemed approved by Lessor. The Development Plan shall be reviewed and updated annually by the parties and any changes to the Development Plan are subject to Lessor’s prior review and approval, which approval may be denied in Lessor’s sole discretion. On or prior to October 15 of each calendar year, Lessee shall submit to Lessor any proposed changes to the Development Plan. Upon Lessee’s submittal of a proposed annual update or changes to the Development Plan Lessor shall complete its review within sixty (60) days after receipt, and shall advise Lessee in writing if specific changes are necessary in order to obtain approval. If Lessor fails to respond in writing within sixty (60) days, Lessee will provide a written reminder notice to Lessor stating that the proposed changes or annual update shall automatically be deemed to be approved if Lessor does not respond in writing within ten (10) days from the reminder notice. If Lessor does not respond within ten (10) days after the reminder notice, the proposed changes or annual update shall be deemed to be automatically approved. Annual updates to the Development Plan shall be signed by the parties, but are not required to be attached hereto. References in this Lease to the Development Plan refer to the most recent Development Plan signed by the parties, or deemed approved as provided above.

**5.3. Financing Plan.** Each Development Plan shall include a financing plan, setting forth how the Lessee plans to finance the construction, repair, and maintenance of Improvements on the Premises.

**5.4. Government Approval.** Prior to construction of any Improvements, Lessee, at Lessee's sole cost and expense, shall obtain and maintain all necessary and/or applicable permits, consents, and/or approvals from all applicable government entities, departments, and/or agencies with jurisdiction over the Premises, and/or the construction or operation thereof. Lessee shall be responsible at its sole cost and expense to maintain all building permits, governmental consents, and/or other approvals necessary to maintain the Improvements or allow for their continued operation. In the event that any governmental authority having jurisdiction over the Premises or Improvements requires modification or removal of the Improvements, Lessee shall promptly modify or remove the Improvements at Lessee's sole cost and expense.

**5.5. Construction of the Improvements.** Subject to the Development Plan, Lessee shall construct the Improvements diligently and promptly pursue the same to completion as set forth in the Development Plan. Lessor acknowledges that Lessee is a nonprofit organization primarily operated by volunteers who may be involved in the construction, maintenance, and repair of Improvements and such circumstance shall be duly incorporated into updating the Development Plan.

**5.6. Standards of Construction.** In all events, all Improvements shall be constructed at Lessee's sole cost and expense. Lessee will perform all work (or cause all work to be performed): (a) with due diligence, in a good and workmanlike manner, (b) in accordance with all applicable Laws; and (c) subject to all conditions imposed by this Lease. Trails shall be constructed and maintained according to U.S. Forest Service Standards. If any work outside the Premises is required in connection with or as a result of Lessee's work or the Improvements, such work shall be performed at Lessee's expense. Lessee shall periodically clean-up and remove all construction waste. Lessee shall be responsible for any patent or latent defects associated with the Improvements, including, but not limited to, the design, installation and construction thereof.

**5.7. Risk of Loss.** In all events, from and after the Effective Date, whether or not construction of the Improvements has been completed, Lessee shall have the risk of any and all losses with respect to the Improvements.

**5.8. Liens.** Lessee shall not record any mortgage, deed of trust, lease, declaration of covenants, conditions and restrictions, easement Lease, or like encumbrance affecting any part of the Property, Premises or any interest of Lessor therein without Lessor's prior written approval, which approval may be withheld in Lessor's sole and absolute discretion. Lessee shall keep the Property and the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Lessee, and shall indemnify, hold harmless and agree to defend Lessor from any liens that may be placed on the Property and/or the Premises pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Lessee or any of Lessee's agents. Any such liens shall be bonded or released of record within sixty (60) days, or longer if reasonably required by a court proceeding if a lien bond-over is required.

**5.9. Disposition of Improvements at End of Lease Term.** Except as the parties may otherwise agree in writing, upon termination or expiration of the Lease Term, the Improvements will remain on the Premises and will become the property of Lessor.

**6. Use of Leased Premises.** Lessee may use the Premises throughout the Term to facilitate responsible recreational rock climbing, hiking, and other recreational activities to the general public free-of-charge and for no other use whatsoever without Lessor's prior written consent, which consent may be withheld in Lessor's sole and absolute discretion. Lessee shall not engage in for-profit activities on the Premises. Furthermore, Lessor and Lessee acknowledge that third party guides may conduct commercial, for profit, rock climbing guiding on the Premises, subject to the following: (a) neither Lessor nor Lessee will receive revenue from such activity or charge such guides or their clients for entry on or use of the Premises, (b) each commercial guide must provide the same insurance and insurance documentation required of Lessee pursuant to Section 8 of this Lease; and (c) if either Lessee or Lessor hereafter believes in good faith, that the protections afforded to either the Lessor and/or Lessee under the Utah Recreational Use Statute (Utah Code Title 57, Chapter 14, the "Act") or Lessee's ability to maintain insurances pursuant to Section 8 of this Lease are negatively affected by allowing such commercial, for profit, rock climbing guiding, then either Lessor or Lessee shall have the right to prohibit such activity by providing notice to the other and no such activity will be permitted thereafter until such time that both Lessor and Lessee agree, in writing, to allow such activity to recommence. Lessee shall, through appropriate signage and other means, exercise best efforts to provide notice of these requirements to affected persons or entities, including, without limitation, notice of the insurance requirements for private guides.

**6.1. Laws.** Lessee shall, at Lessee's own cost and expense, comply with all Laws applicable to the Premises. The term "Laws" shall mean (i) any and all federal, state, and/or local laws (including without limitation, the Hazardous Materials Laws defined below), statutes, orders, ordinances, rules, and regulations of any kind, now or hereafter enacted relating in any way to the Premises or the construction, use, occupancy, maintenance, or control thereof or the conduct of any business thereon, and (ii) any and all federal, state, local, public or private permits, licenses, approvals, and/or consents necessary for the construction of the Improvements and the use, occupancy, maintenance, or control of the Improvements and the Premises.

**6.2. Prohibited Activities.** Lessee shall not do or knowingly permit any of the following acts to be done or conditions to exist upon the Premises: (i) any public or private nuisance; (ii) the sale, promotion, or consumption of alcoholic beverages, marijuana, tobacco products, or illicit drugs; (iii) the sale, rental, display, or distribution of any sexually explicit or morally inappropriate (as determined by Lessor in its sole discretion) or pornographic, lewd, obscene, or adult-oriented material; (iv) gambling or the sale of lottery tickets; (v) camping and open fires; (vi) hunting or shooting, (vii) the use of all-terrain vehicles.

**6.3. Granite Mountain Vault and Access Road.** The Granite Mountain Vault on the Property and the Granite Mountain Vault Access Road ("**Vault Area**") are specifically excluded from the Premises and this Lease does not convey any rights to possession, use, access or improvement to the Vault Area. Lessee shall use its best efforts to prevent and interdict recreational activities in the Vault Area. Lessee shall also use its best efforts to prevent and interdict recreational activities on the Premises that may cause bodily injury to persons in the Vault Area, damage to real or personal property in the Vault Area or impact access thereto. The Vault Area is depicted in Exhibit D.

**7. Utah Recreational Use Statute.** The parties intend that this Lease will facilitate the general public's access to a recreational resource on the Premises and that the Premises will be subject to the Act that limits landowners and lessees from liability when the general public may access the land for recreational uses free-of-charge. Lessee represents and warrants that Lessee shall not knowingly or intentionally undertake any action that would prevent the application of the Act to the parties, including

but not limited to, restricting the general public from accessing and using the Premises or charging the general public an admission fee for access to the Premises.

## **8. Indemnity and Insurance.**

**8.1. Lessee's Indemnification.** Lessee shall indemnify, defend with counsel of Lessor's choice, and hold Lessor and its employees, officers, divisions, subsidiaries, partners, members and affiliates and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "**Claims**") arising from or relating to: (a) any use of the Premises and/or the Property by Lessee or Lessee's employees, contractors, agents, licensees and guests, and members of the general public (collectively, "**Lessee Parties**"), (b) any act or omission of Lessee or any Lessee Parties, (c) any bodily injury, property damage, accident, fire or other casualty to or caused by Lessee or any Lessee Parties and its or their property on the Premises, the Property, and/or adjacent areas, (d) any violation or alleged violation by Lessee or any Lessee Parties of any Laws, (e) the failure of Lessee to maintain the Improvements in a safe condition, (f) any loss or theft whatsoever of any property or anything placed or stored by Lessee or Lessee Parties on or about the Premises, the Property, and/or adjacent areas, (g) any material breach by Lessee of its obligations under this Lease, (h) any breach of any Hazardous Materials Laws including without limitation, Claims arising out of the use, production, sale, manufacture, generation, storage, release, disposal, contamination (including ground water contamination), leakage or seepage, or transportation of Hazardous Materials (defined below) by Lessee or its agents on, in, under, around, or about the Premises, the Property or any adjacent or surrounding land, during the Term, and (i) any enforcement by Lessor of any provision of this Lease and any cost of removing Lessee or Lessee Parties from the Premises or restoring the same as provided herein. Lessee, as a material part of the consideration of this Lease, waives all claims or demands against Lessor and the other Indemnitees for any such loss, damage or injury of Lessee, Lessee Parties or Lessee's or Lessee Parties' property. The indemnity provided by Lessee in favor of the Indemnitees in this Lease shall not require payment as a condition precedent. This provision shall survive expiration or termination of this Lease for Claims that arise during the Term and any renewal terms.

**8.2. Insurance.** Lessor and Lessee acknowledge and agree that Lessor shall not be responsible hereunder to obtain or maintain any insurance coverage on the Improvements, the Premises, or the Property and that it shall be Lessee's responsibility to obtain and maintain any and all insurance coverages applicable to the Premises and Improvements thereon. Without limiting the generality of the foregoing, Lessee shall, at Lessee's sole expense, from the Effective Date through the expiration of the Term and any renewal terms, maintain or cause to be maintained the following insurance (or its then reasonably available equivalent):

**8.3. Liability Insurance.** Lessee shall maintain or cause to be maintained the following forms of liability insurance with the following limits set forth below.

1. **Commercial General Liability.** Commercial general liability insurance for personal injury, bodily injury (including wrongful death) and damage to property with a combined single limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 annual aggregate. Access Fund's commercial general liability insurance shall include an umbrella or excess coverage with minimum limits of not less than \$5,000,000 insuring against any and all

liability of the insured (and holding Lessor harmless from any such liability) with respect to the Premises, or arising out of the maintenance, operation, use or occupancy of the Premises and Improvements.

2. **Workers' Compensation Insurance.** Workers' compensation insurance covering Lessee's employees, if any, in the statutorily required amount, together with employer's liability coverage with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, and a policy limit of at least \$500,000.00.
3. **Automobile Insurance.** Commercial automotive liability insurance providing coverage, if Lessee owns any automobiles, on an occurrence basis with not less than \$1,000,000.00 combined single limit covering "Any Auto."
4. **Additional Insurance.** Any and all other insurance policies and coverages either (a) kept or maintained by a reasonable party constructing and maintaining improvements similar to the Improvements taking into account common industry standards and practices, or (b) required to be maintained under any current or future Laws or Hazardous Materials Laws (as hereinafter defined).

**8.4. Certificates of Insurance.** Commercial general liability and automobile policies obtained by Lessee shall name Lessor as an additional insured, or as applicable, a loss payee. Certificates of insurance, evidencing Lessor as an additional insured or loss payee, shall be delivered to Lessor within ten (10) days after the Effective Date and thereafter, renewal certificates shall be delivered to Lessor prior to the expiration of the term of each such policy. No changes or alternations shall be made to any such policies without providing Lessor with at least thirty (30) days prior written notice. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Lessee in the same manner and to same extent. Lessee may obtain any required insurance under "blanket" or "umbrella" policies, as may be available. Lessee shall provide Lessor with written confirmation from the insurer that the Premises has been added to the blanket or umbrella policy.

**9. Utilities.** Lessee shall pay for all fuel, gas, oil, heat, electricity, power, water, sewer, telephone, trash removal and all other utilities, if any, which may be furnished to or used in or on the Premises and serving the Improvements on the Premises, during the Term and any renewal terms. Lessee shall pay the charges for such utility services on or before the dates when such payments shall be due and shall keep the Premises free and clear of any lien or encumbrance constituting a charge against the Premises arising from the nonpayment or a delinquency in payment for any such utility services. Lessor shall not be responsible for any damages related to any failure or interruption in the supply of any utility services to the Premises.

**10. Access.** Lessor and its authorized representatives shall have at all times the right to enter the Premises and inspect the Premises and the Improvements thereon. Lessor has the right, but not the obligation, to make any necessary emergency repairs to the Premises or Improvements and Lessor may require Lessee to reimburse Lessor for such emergency repairs. Notwithstanding anything to the contrary herein, Lessor reserves the right to use the Premises for any purpose not inconsistent with Lessee's permitted use of the Premises. Lessor may temporarily restrict access to the Premises or a portion of the Premises, in Lessor's sole discretion, in the event of an emergency or unsafe condition and will notify Lessee of such restriction as soon as reasonably feasible.

**11. Maintenance of the Premises and Improvements.** Lessee shall maintain the Premises (and the Property, to the extent it is affected by Lessee Parties' activities) in its existing natural condition

and shall routinely remove any trash or debris left by Lessee Parties, which Lessee becomes aware of. Lessee shall maintain the Improvements thereon in a state of good repair and in a safe and slightly condition at Lessee's sole expense. Lessee's maintenance responsibilities shall include, but not be limited to: (i) trail maintenance; (ii) maintaining and repair of any gates or fencing; (iii) removal of trash and debris from trail areas; (iv) maintenance and repair of any sanitary facilities; (v) maintenance and repair of any parking lot(s) on the Premises (vi) maintenance of trash collection facilities and removal of trash from any waste receptacles; (vii) maintenance of any posted signs on the Premises and (viii) keeping the Premises and Improvements in compliance with all applicable Laws.

Lessee will also promptly repair any damage to any and all structures, fences, water and/or irrigation pipes, lines, ditches, and fences on the Premises and the Property as well as the Improvements and any of Lessor's improvements located on the Property, at its sole expense caused by Lessee or Lessee Parties.

**12. Gate Buttress Parking Lot.** Lessee and Lessee Parties shall be allowed to park only passenger motor vehicles and light-duty trucks (pickup trucks) in the Gate Buttress Parking Lot. Lessee shall not knowingly allow any overnight parking or camping in the Gate Buttress Parking Lot. The approximate location of the Parking Area is depicted on Exhibit A.

**13. ACCEPTANCE.**

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, LESSEE ACKNOWLEDGES THAT LESSEE IS NOT RELYING, AND HAS NOT RELIED, ON ANY REPRESENTATION, GUARANTY, WARRANTY OR ACTION OF LESSOR RELATING TO THE PREMISES, AND LESSEE IS LEASING THE PREMISES BASED UPON LESSEE'S OWN INVESTIGATION, INSPECTION, KNOWLEDGE, AND UNDERSTANDING OF THE PREMISES. LESSEE HEREBY ACCEPTS THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS", AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AND LESSOR DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY PREVIOUSLY GIVEN OR OFFERED TO LESSEE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LESSOR PROVIDES NO WARRANTIES, REPRESENTATIONS OR ASSURANCES AS TO THE ZONING OF THE PREMISES, THE FITNESS OF THE PREMISES FOR ANY PURPOSE (INCLUDING LESSEE'S INTENDED OR PERMITTED USE AS DESCRIBED IN THIS LEASE), THE ENVIRONMENTAL CONDITION OF THE PREMISES, OR THE CONFORMITY OF THE PREMISES WITH ANY APPLICABLE LAWS.

IN CONNECTION WITH LESSEE'S ACCEPTANCE OF THE PREMISES "AS IS, WHERE IS, WITH ALL FAULTS", LESSOR AND LESSEE HEREBY AGREE THAT LESSOR SHALL HAVE NO OBLIGATION OF ANY KIND TO PERFORM ANY (I) REPAIRS, (II) MAINTENANCE, (III) CONSTRUCTION, (IV) RENOVATIONS, (V) REMODELING, OR (VI) OTHER WORK, IN, ON, UNDER OR TO THE PREMISES PRIOR TO LESSEE'S ACCEPTANCE THEREOF OR ENTRY THEREON. LESSEE'S EXECUTION AND DELIVERY OF THIS LEASE CONSTITUTES LESSEE'S FULL AND COMPLETE ACCEPTANCE OF THE PREMISES IN ITS CURRENT CONDITION.

**14. Destruction of Premises.** If the Improvements shall be wholly or partially damaged or destroyed by fire, by the elements or by other causes, Lessee shall, at its sole cost and expense and within a reasonable time, repair, restore or rebuild the Improvements to the condition of the Improvements immediately prior to any such damage or destruction.

**15. Condemnation.** If all or such portion of the Premises is condemned by eminent domain for any public or quasi-public use or purpose which in the reasonable judgment of Lessee makes the balance thereof untenable, and Lessee sends written notice of termination to Lessor on or before the later of the date that Lessee first receives notice of the scope of the condemnation, or the date that title vests in the condemning authority or possession is granted to the condemning authority, then this Lease shall terminate as of the date that is ten (10) days after the date of such notice from Lessee. Upon condemnation, Lessor and Lessee each reserve unto itself the right to claim and prosecute its claim in all appropriate courts and agencies for an award or damages for such taking based upon the rights of each, respectively, in the Premises.

Upon any taking or condemnation that does not result in termination of this Lease, this Lease will continue in effect with respect to the portion of the Premises not so taken. Lessee will, with all due diligence and at Lessee's own cost and expense, repair and restore the Premises or what may remain of the Premises to the former condition.

**16. Signs.** All signs on the Premises must relate only to Lessee's permitted use of the Premises and must strictly comply with all Laws. All signs placed on the Premises are subject to Lessor's prior approval, which approval may be denied in Lessor's sole discretion.

**17. Hazardous Materials.**

**17.1. Hazardous Materials Defined.** "Hazardous Materials" means any chemical, compound, material, product, substance or other matter that: (i) is a flammable explosive, asbestos, radioactive material, nuclear medicine material, drug, vaccine, bacteria, virus, hazardous waste, toxic substance, petroleum product, or related injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (ii) is controlled, limited, prohibited or governed by, or is designated, or regulated in, any Hazardous Materials Law (defined below); (iii) gives rise to any reporting, notice or publication requirements under any Hazardous Materials Law; or (iv) gives rise to any liability, responsibility or duty on the part of Lessee or Lessor with respect to any third person, or any governmental or quasi-governmental authority, under any Hazardous Materials Law.

**17.2. Hazardous Materials Laws.** "Hazardous Materials Laws" means any and all federal, state or local laws, acts, statutes, ordinances, rules, decrees, directives, edicts, orders, regulations or court decisions (including the so-called "common-law") relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about any of the property comprising the Premises, the Property, or soil and ground water conditions.

**17.3. Use.** Except as expressly provided otherwise in this Lease, Lessee shall not allow any Hazardous Material to be used, produced, sold, manufactured, refined, generated, released, stored or disposed of on, in, under, around, or about, or transported to or from, any of the Premises, the Property or the adjacent areas, unless such use is conducted in strict and full compliance with the provisions of this Section.

**17.4. Compliance with Laws.** Lessee shall fully and strictly comply with, and shall maintain its operations on the Premises in full and strict compliance with all Hazardous Materials Laws. Lessee shall obtain and maintain in full force and effect all valid permits, certificates, licenses and other governmental or quasi-governmental approvals required for Lessee's operations in, on or under the Premises relating to any Hazardous Materials Laws and shall fully and strictly comply with all terms and conditions thereof. On or before Lessee commences

operations at the Premises, Lessee shall deliver to Lessor copies of all such permits, certificates, licenses and approvals. Thereafter, Lessee shall continually and promptly provide Lessor with copies of all new and/or updated permits, certificates, licenses and other approvals obtained by Lessee. Lessee, at its sole cost and expense, shall perform any monitoring, reporting, investigation, clean-up, remediation, removal, transportation, and other remedial work (collectively, "Remedial Work") necessary or required as a result of (either directly or indirectly), or in connection with, (i) any release, spill, leakage, discharge or other contamination of Hazardous Materials affecting the Premises, the Property and/or all surrounding or adjacent property caused, either directly or indirectly by (1) Lessee, its agents, employees, contractors, or representatives, or (2) Lessee's operations at or around the Premises, or (ii) any violation of Hazardous Materials Laws by Lessee.

**17.5. Notice; Reporting.** Lessee shall notify Lessor, in writing, within two (2) business days after any of the following: (i) any release, spill, discharge, leakage, seepage or other contamination of any Hazardous Material in quantities that would otherwise be reportable to a public (or quasi-public) agency under any Hazardous Materials Laws; (ii) Lessee's receipt of any order of a governmental agency requiring any Remedial Work pursuant to any Hazardous Materials Laws; (iii) Lessee's receipt of any warning, notice of inspection, notice of violation or alleged violation, or Lessee's receipt of notice of any proceeding, investigation of enforcement action, pursuant to any Hazardous Materials Laws; or (iv) Lessee's receipt of notice or knowledge of any claims made or threatened by any third party against Lessee, the Premises or the Property relating to any loss or injury resulting from Hazardous Materials. In addition, Lessee shall perform all monitoring, reporting, and other obligations required by all governmental and/or quasi-governmental authorities and agencies with respect to Lessee's development, use and/or operations on the Premises. Upon Lessee's receipt of any evidence of compliance or non-compliance with all applicable standards from such governmental and/or quasi-governmental authorities or agencies, Lessee shall immediately deliver copies of same to Lessor.

**18. Default.** The occurrence of any of the following events shall constitute an Event of Default on the part of the Lessee:

a. Lessee fails to comply in all material respects with the Development Plan, when such default continues for thirty (30) days after written notice of such failure from Lessor. Lessee shall have thirty (30) days to cure after written notice of default unless such default cannot be cured within such thirty (30) day period, then an Event of Default shall not have occurred if Lessee, within such thirty (30) day period, commences the curing of such failure and diligently and in good faith continually prosecutes such cure to completion (which additional cure period shall not exceed sixty (60) days).

b. Material failure in the performance of any of Lessee's agreements or obligations under this Lease, or any breach of any covenants, representations, or warranties of Lessee under this Lease, when such default continues for thirty (30) days after written notice of such failure from Lessor. Lessee shall have thirty (30) days to cure after written notice of default unless such default cannot be cured within such thirty (30) day period, then an Event of Default shall not have occurred if Lessee, within such thirty (30) day period, commences the curing of such failure and diligently and in good faith continually prosecutes such cure to completion (which additional cure period shall not exceed sixty (60) days); provided, however, that if weather or snow conditions impair Lessee's ability to commence the curing within a thirty (30) day period, Lessee shall commence the curing promptly after weather or snow conditions permit).

**19. Remedies.** Upon the occurrence of an Event of Default by Lessee, Lessor shall have the following remedies, which shall not be exclusive but shall be cumulative and shall be in addition to any other remedies now or hereafter allowed by law or in equity, including injunctive relief:

**19.1. Termination.** Lessor may terminate Lessee's right to possession of the Premises, at any time after the occurrence of an Event of Default by written notice to Lessee. Upon such termination in writing of Lessee's right to possession of the Premises, this Lease shall terminate and Lessor shall be entitled to recover damages from Lessee.

**19.2. Cure.** Lessor may cure any Event of Default, or the failure to maintain Improvements on the Premises required to be maintained by Lessee, at Lessee's expense. If Lessor pays any sum or incurs any expense in curing such Event(s) of Default, Lessor shall reimburse Lessor upon demand for the amount of such payment or expense with interest equal to eighteen percent (18%) per annum from the date the sum is paid or the expense is incurred until Lessor is reimbursed by Lessee.

**20. Assignment and Subletting.** Lessee shall not have the right to assign this Lease or to sublet all or any portion of the Premises without the prior written consent of Lessor, which consent may be withheld in Lessor's sole discretion, except that: (a) Access Fund shall have the right to assign its interest in this Lease to another national organization with similar purposes and substantially equivalent financial capacity, experience and reputation, and which organization reasonably demonstrates to Lessor that it is willing and able to meet all of the obligations of Lessee under this Lease, and (b) Access Fund and SLCA may by mutual agreement assign any or all Lessee rights and obligations to one or the other of them as the primarily responsible Lessee hereunder (an "Internal Assignment"). An Internal Assignment will not release either Access Fund or SLCA from its obligations to Lessor and both of them will remain jointly and severally liable to Lessor unless otherwise agreed in writing by Lessor at the time of the Internal Assignment. Any assignment or subletting without Lessor's prior written consent in violation of this Section shall be null and void.

**21. No Public Dedication.** While this Lease contemplates access to the Premises by the general public free-of-charge for recreational uses, nothing contained in this Lease will be deemed a gift of or a dedication of any portion of the Property or Premises to the general public or for a public purpose whatsoever, it being the intent of the Parties that this Lease be strictly limited for the purposes expressed herein. As such, the Parties agree and acknowledge that they are not creating a public forum, designated public forum or any other public forum under the Constitution of the State of Utah or under the First Amendment of the United States Constitution or any forum whatsoever.

**22. No Third Party Beneficiary.** No term or provision of this Lease or the Exhibits hereto is intended to be, nor shall any such term or provision be construed to be, for the benefit of any person, firm, corporation or other entity not a party hereto, including but not limited to any Lessee Parties, and no such other person, firm, corporation or entity shall have any right or cause of action hereunder.

**23. Miscellaneous.**

**23.1. Integration.** This Lease represents the entire understanding of the parties with respect to the subject matter hereof. Any addition, variation or modification of the terms hereof shall be effective only if made in writing, duly executed by authorized representatives of both parties.

**23.2. Severability.** If any provision of this Lease, or any application thereof to any person or circumstance, shall be invalid or unenforceable to any extent, the remainder of this

Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, unless the invalidity or unenforceability of such provisions frustrate the purpose or administration of the Lease. If Lessor, in Lessor's sole discretion, determines that the Lease has been so frustrated, the Lease shall terminate upon written notice to the Lessee. If any part of the Premises or adjacent property shall ever be adjudged a public forum or public venue in any respect, this Lease shall immediately terminate. Each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**23.3. Governing Law and Venue.** This Lease shall be enforced and construed in accordance with the laws of Utah, without reference to the conflict of law rules of Utah. Venue for any legal action or proceedings commenced by a party shall be in the state or federal courts located in Salt Lake County, Utah.

**23.4. Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

**23.5. Authorization.** Each individual executing this Lease represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Lease in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Lease shall be binding upon the party for which he/she signs.

**23.6. Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any rights or remedy for a breach of this Lease shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

**23.7. No Commissions.** Lessor and Lessee warrant and represent to the other that no finder's fee, real estate sales or brokerage commissions are or will be due in connection with this Lease. Further, Lessor and Lessee agree to indemnify, defend and hold the other harmless for, from and against any claims (including reasonable attorney and other professional fees and costs) by third parties claiming by, through or under any relationship with the indemnifying party for a finder's fee, real estate or brokerage commissions in connection with this Lease.

**23.8. No Partnership.** Nothing contained in this Lease shall be deemed or construed as creating an agency, partnership or joint venture relationship between Lessor and Lessee or between Lessor and any other party, or cause Lessor to be responsible in any way for the debts or obligations of Lessor or any other party.

**23.9. Notices.** All notices sent with respect to this Lease shall be in writing and delivered to the other party via certified mail, return receipt requested, or national overnight delivery service. Notices shall be deemed to have been delivered upon the actual, verifiable date of receipt or refusal of delivery thereof by the recipient party. The current addresses of the parties to which such notices should be sent are as follows:

Lessor: Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
Attn: Office of General Counsel  
50 East North Temple Street  
Salt Lake City, UT 84150

With a copy to: Kirton McConkie  
Attn: Robert Hyde, Esq.  
50 East South Temple, Suite 400  
Salt Lake City, UT 84111

Lessee: Salt Lake Climbers Alliance, Inc.  
Attn: Julia Giesler  
PO Box 9157  
Salt Lake City, UT 84109

Access Fund  
Attn: Joe Sambataro  
PO Box 17010  
Boulder, CO 80308

Each of the parties may change its address as set forth above by delivering to the other written notice of such change in accordance with the foregoing.

**24. Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but which together, shall constitute only one and the same instrument.

**25. Amendment.** The provisions of this Lease may be amended or waived only by a written instrument signed by both Parties.

*(Signatures follow on next page)*

IN WITNESS WHEREOF, the parties set their hands hereto and agree to be bound by the terms of this Lease as of and from the date first written above.

**Lessor:** CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: Robert W. Cantwell  
Name: ROBERT W. CANTWELL  
Its: Authorized Agent

**Lessee:** SALT LAKE CLIMBERS ALLIANCE, INC., a Utah nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

THE ACCESS FUND, a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, the parties set their hands hereto and agree to be bound by the terms of this Lease as of and from the date first written above.

**Lessor:** CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Lessee:** SALT LAKE CLIMBERS ALLIANCE, INC., a Utah nonprofit corporation

By: \_\_\_\_\_  
Name: Julia Geisler  
Its: Executive Director

THE ACCESS FUND, a Colorado nonprofit corporation

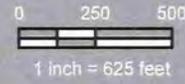
By: \_\_\_\_\_  
Name: Brady Robinson  
Its: Executive Director

**EXHIBIT A**

**Please see attached for Depiction of the Property**

# LITTLE COTTONWOOD RECREATION PROPERTY

## Exhibit A - Depiction of the Property



### Legend

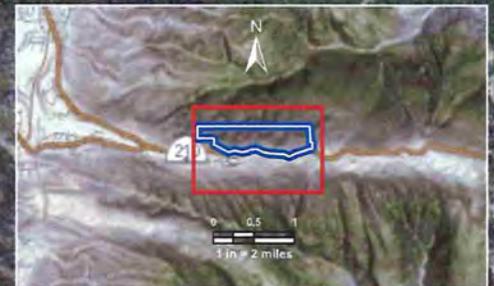
 LDS Boundary



5/23/2016



### AREA LOCATION MAP

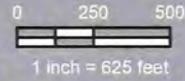


**EXHIBIT B**

**Please see attached for Depiction of the Premises**

# LITTLE COTTONWOOD RECREATION PROPERTY

## Exhibit B - Depiction of the Premises



5/23/2016



**EXHIBIT C**  
**(Development Plan)**

**EXHIBIT C**  
**2017 Development Plan**

**ADOPT A CRAG VOLUNTEER STEWARSHIP 2017 EVENT**

Upon the signing of the lease for the Gate Buttress Parcel, the Salt Lake Climbers Alliance (SLCA) and Access Fund will facilitate two Adopt a Crag Volunteer Stewardship Events in 2017 as an opportunity to: announce the signing of the lease to the public, educate the public on future stewardship plans (i.e. the Development Plan), and engage volunteers for two days of environmental stewardship. Timing of these events will be coordinated with the LDS Church and all media communications will be jointly orchestrated. Spring and fall are opportune months to plan these events when the temperature is not too hot. Ideally, we would do one event this spring and the second in the fall. The second event in the fall would allow us to revisit work completed during the spring event as well as implement new improvements that are identified in the 2017 planning process identified as part of compiling the 2018 Development Plan.

The purpose of an Adopt a Crag is to engage ~30 volunteers in the stewardship of climbing resources for five hours at the Gate Buttress Parcel. Adopt a Crag events are best held on Saturdays and are geared towards the public. A re-cap of the Adopt a Crag event with information including: volunteer numbers, sponsors, work completed, and photos will be provided to the LDS Church and shared via SLCA social channels. Adopt a Crag scope of work may include: graffiti removal, trash clean up, fixed hardware replacement, education on responsible climbing ethics and Leave No Trace, trail and staging area erosion mitigation, and invasive species mitigation.

**2018 DEVELOPMENT PLAN**

The Salt Lake Climbers Alliance and the Access Fund will present to the LDS Church a comprehensive Development Plan no later than October 15, 2017 that will identify climbing access improvement needs and an implementation strategy at the Gate Buttress Parcel in Little Cottonwood Canyon, Salt Lake City, Utah. This Development Plan will be a guide for sustainable climbing management of the Gate Buttress Parcel. Draft component pieces of the Development Plan are outlined below.

The Development Plan will include management strategies and supporting infrastructure plans intended to: deter the public from approaching the Granite Mountain Records Vault, protect the natural environment and watershed, and enhance the outdoor recreation experience. The Development Plan will make recommendations to address critical stewardship, maintenance, and educational needs throughout the Gate Buttress leased parcel. A financial plan and a communications strategy will also be presented in conjunction with the Development Plan. Implementation of the Development Plan will begin once it has been approved by the LDS Church.

---  
Development Plan Outline

1. Stewardship
  - a. Informal Trails, Climbing Sites, Parking, and Fixed Hardware Inventory & Assessment
    - Location
    - Linear Extent
    - Assessment of Trails and Climbing Sites - to include photos for reference for future implementation work (Examples: Informal Assessment of Ruth Lake Climbing Area Access Trails)

and Recreation Sites, Joe's Valley Recreation Impact Assessment, Access Fund's Assessment Protocols)

- Fixed Hardware Inventory
- Parking Inventory

b. Scope of Work

- Design a Sustainable Trail Network following United States Forest Service Trail Standards (Example: Grit Mill and Climbing Master Plan Project)
- Identify Ways to Improve Climbing Sites (Example: Grit Mill East Loop Scope of Work)
- Fixed Hardware Replacement Plan – to follow SLCA's Wasatch Anchor Replacement Initiative Best Practices
- Parking Lot, Trail Head, Kiosk, Restroom, and Amenities Design

c. Implementation

- Build a Sustainable Trail Network
- Improve Climbing Sites
- Replace Fixed Hardware
- Improve Parking Lot, Trail Head, and Amenities
- Install Signage & Trail Head Information Kiosk (to Include Prohibited Activities as Defined by the LDS Church)

d. Monitoring and Maintenance

- Trail and Climbing Site Maintenance through Adopt a Crag Events
- Invasive Species Mitigation
- Ongoing Fixed Hardware Replacement
- Parking Lot and Trail Head Amenities Maintenance
- Address and Mitigate Vandalism

2. Fundraising and Budget

- Budget & Timeline
- Identify Partners
- Grants
- Fundraising Events

3. Communications Plan

- SLCA Social Media
- Press Releases

Approved by LDS Church:

  
Name

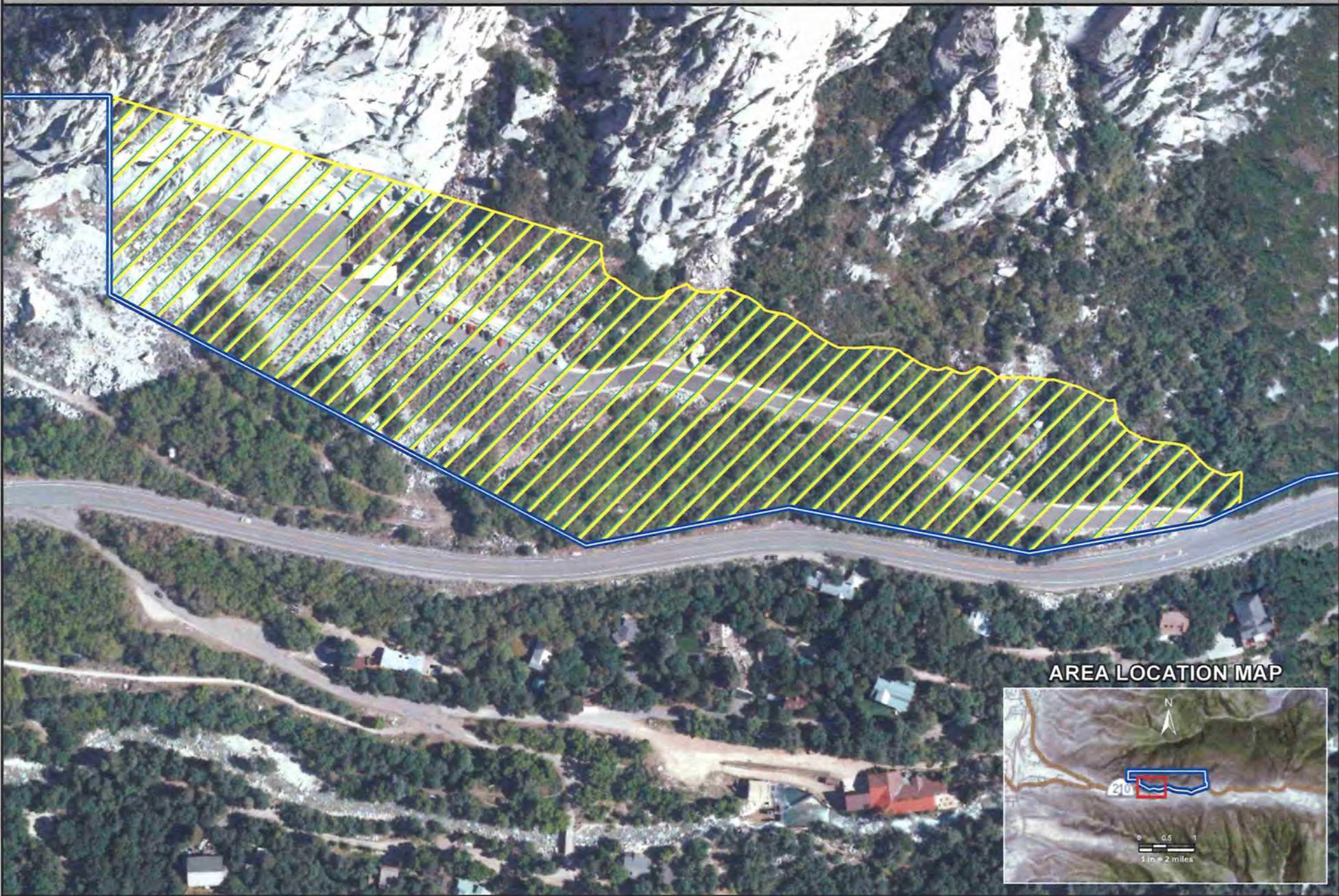
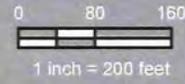
5-17-17  
Date

**EXHIBIT D**

**Please see attached for Depiction of Vault Area**

# LITTLE COTTONWOOD RECREATION PROPERTY

## Exhibit D - Depiction of the Vault Area



AREA LOCATION MAP

