(3)

00791481 Bk 1503 Pg 2247
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2002 NOV 25 15:56 PM FEE $36.00 BY LP
FOR: DIXIE TITLE CO

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 25 day of November, 2002, by **WASHINGTON COUNTY**, a political subdivision of the State of Utah, having an address at 197 East Tabernacle, St. George, Utah 84770 (the "Grantor"), in favor of the State of Utah **DIVISION OF WILDLIFE RESOURCES**, having an address at 1594 West North Temple, Suite 2110, P.O. Box 146301, Salt Lake City, Utah 84114-6301 ("Grantee"), Grantor and Grantee hereinafter jointly referred to as the "Parties."

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately 149.4 acres, more or less, located in Washington County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

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

WHEREAS, the preservation of the Conservation Values of the Property are consistent with the goals of Grantee and the Virgin River Management Plan (VRMP) and the Virgin River Resource Management and Recovery Program (VRMRP), and the establishment of this conservation easement will provide public benefits by: protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and, maintaining cultural, recreational, scenic, agricultural and historic values.

WHEREAS, a significant portion of the property lies within the flood plain of the Virgin River and restoration and protection of the 100-year flood plain is consistent with the commitment to protect and maintain critical habitat for native fish populations; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated November 21, 2002, attached hereto as Exhibit "B" and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, as an accurate representation of the property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

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

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

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WHEREAS, In June of 1999, the Virgin River Management Plan ("VRMP") was finalized and approved by numerous entities, including Washington County, the municipalities of Hurricane and LaVerkin, the Utah Department of Natural Resources and the Washington County Water Conservancy District, with the joint goals of conserving, enhancing, protecting and recovering native species and their habitat; and

WHEREAS, protection of the Conservation Values of the Property will significantly contribute to the realization of the goals of the VRMP;

NOW THEREFORE, in consideration of TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($2,100,000.00) and other good and valuable consideration, receipt of which is hereby acknowledged, including the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Internal Revenue Code, and the laws of the State of Utah and in particular the Utah Land Conservation Easement Act, Utah Code Ann. § 57-18-1 et. seq., the Grantor does hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purposes of this Easement are to assure that the Property will be retained predominantly in its natural, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, which are described and documented in Baseline Documentation attached as Exhibit B, except as otherwise provided in this Easement. This Easement intends to: protect and enhance water quality and water supplies; protect wildlife habitat and maintain habitat connectivity and related values to ensure biodiversity; protect riparian areas; maintain and restore natural ecosystem functions; protect prehistoric and historic cultural sites; protect and enhance non-motorized, outdoor recreational opportunities; protect scenic vistas; protect historic values, and; encourage the public awareness and appreciation of the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement.

2. Authority. This Easement acquisition is authorized by Chapter 18, title 57 of the Utah Code.

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

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

(b) To enter upon the Property in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with this Easement and to remedy any areas or features of the Property that may be damaged by any inconsistent activity or use by Grantor, in accordance with Paragraph 12.

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4. Prohibited Uses. Any activity on or use of the Property inconsistent with this Easement is prohibited. Except as set forth elsewhere in this Easement, the following activities and uses are expressly prohibited:

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

(b) No Structures and Improvements. Except for existing structures on the Property and structures consistent with Paragraphs 5 and 8(c), no building, structure, or other improvements of any kind, temporary or permanent, shall be constructed or maintained on the property including, but not limited to, houses, towers, commercial satellite dishes, sheds, tanks, mobile homes, dams, impoundments, and communication equipment.

(c) Mineral Development. No surface or subsurface mining shall be permitted, except for the development of existing, valid rights or to enhance the Conservation Values with mutual agreement of the parties.

(d) Easements Across the Property. Grantor shall not grant any easements to Third Parties on or across the Property, except for purposes of the Reserved Rights set forth in Paragraph 5 below or to enhance the Conservation Values.

(e) Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property are prohibited unless such changes: 1) were caused by the forces of nature; or 2) may be permitted by Paragraph 5 below, Reserved Rights.

(f) Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials, except for the temporary storage or treatment of waste materials as may be generated in the normal use of the property by activities expressly permitted in Paragraph 5 below, Reserved Rights and which are in accordance with applicable state laws.

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

(h) Signs and Billboards. No sign or billboard shall be placed on the Property, except to: 1) state the name of the Property, or any portion thereof, and the purpose for which the property is being preserved; 2) state that the protection of the Property is being managed to meet the goals of the VRMP and the VRMRP; 3) state that the protection provided to the Property was through a transaction in which The Conservation Fund, Washington County, the Virgin River Land Preservation Association and other partners participated; 4) control unauthorized entry or use of the Property; 5) provide directions or other information as to the location of trails or places of interest; 6) provide factual information concerning places or matters of interest and/or significance to the Property, and; 7) provide information regarding regulations governing the use of the Property. Individual signs shall be no larger than twenty five (25) square feet in area. This paragraph shall not prohibit Grantee from displaying such

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signs as it may customarily use to identify lands under conservation easement and the terms of such conservation easement; provided however, that the location of any such signs placed by Grantee shall be subject to receipt of Grantor's prior approval for same.

(i) Utility Rights-of-way. Except for currently existing utility rights-of-way, no new utility rights-of-way shall be granted within the Property after the date of this instrument except as may be imposed pursuant to a valid power of condemnation or other process of law or as may be used by Grantor in connection with use of allowed structures and improvements on the Property. Nothing in this document shall prohibit the lawful maintenance, replacement or installation of utility infrastructure within existing utility rights-of-way so long as such maintenance, replacement or installation is coordinated with the Grantor. Existing utility rights-of-way may be relocated within the boundaries of the property if such relocation is consistent with the purposes of this Easement and if it is necessary to: 1) accommodate stream restoration work; 2) replace utilities damaged by forces of nature; or 3) achieve the purposes of this Easement.

(j) Non-Native Species. No non-native species shall be introduced onto the property, except for livestock and agricultural crops allowed under Paragraph 5 (b).

(k) Organized Sports Facilities. No soccer, football, baseball, golf, tennis, swimming or other highly developed recreational facility shall be permitted.

(l) Grazing in Fenced Pastures. To protect areas of critical habitat, no grazing of livestock shall be permitted outside of fenced pastures, nor within the riparian corridor, which is defined as the channel that contains the watercourse of the Virgin River and the area located within the stream's banks.

(m) Construction of New Roads. The construction of new roads on the property shall be prohibited, except to accommodate naturally-caused or human-engineered stream relocation or to provide access to improvements as permitted in Paragraph 5 of this Easement and consistent with Paragraph 8(a).

(n) Use of Motorized Recreational Vehicles. The use of motorized recreational vehicles, including three-wheelers, four-wheelers, dirt bikes, and all-terrain vehicles that because of their noise, exhaust, or other offensive characteristics impair conservation values or disturb wildlife or the public's quiet enjoyment of the Property shall be prohibited, except for transportation and maintenance uses performed by property managers and grantee's agents.

5. Reserved Rights. It is the Grantor's intent to preserve and to maintain the Property in its predominantly natural, open space condition. Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein. Without limiting the generality of the foregoing, the following rights are expressly reserved:

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(a) Vegetation Management. Except as prohibited in this Easement, vegetation management activities are permitted on the Property, including revegetation of native trees and plants, and the cutting and removal of vegetation, including non-indigenous plant life, to abate disease or infestation or to perpetuate a healthy environment in accordance with the provisions of an approved management plan and all Federal and State laws and regulations.

(b) Agricultural Uses and Activities. Agricultural uses, including growing, raising, harvesting, production and storage of crops, grazing and keeping of livestock, tilling soil, burning fields, removal of noxious weeds, irrigation and irrigation structures, livestock watering structures, construction and maintenance of necessary agricultural structures, and commercial agricultural uses such as the sale of crops, small scale livestock operations, including stabling, boarding, lessons, guided excursions, but excluding confined animal feeding operations provided such uses and activities are not detrimental to the goals of the VRMP and the VRMRP.

(c) Recreational Uses. Hiking, bicycling and equestrian trails and uses, picnicking, wildlife viewing and sanitary facilities.

(d) Bridges. Construction and maintenance of bridges over watercourses as approved by governing agencies and as consistent with an approved management plan.

(e) Natural Science Research. Biological, geological and archeological research activities shall be permitted on the Property.

(f) Parking. Parking is permitted to accommodate the uses to which the Property may be made, consistent with Paragraph 8(a) and the intent to maintain the Property in a natural, scenic, open space condition.

(g) Educational/Cultural/Species Enhancement and Preservation and Maintenance Facilities. Consistent with Paragraph 8(c), noncommercial educational structures, e.g., small scale nature center and outdoor amphitheater, are permitted, as are structures necessary to the management and maintenance of the Property, e.g., equipment storage sheds, residential and nonresidential caretaker facilities, fencing, sewage treatment facility (if consistent with habitat and species objectives), and structures for the benefit of native species.

(h) Public Access. Grantor may allow public access to the Property to engage in any permitted activities, consistent with the Property Management Plan.

(i) Trails. To construct a reasonable number of trails on the Property for purposes of foot, horse, bicycle and handicapped travel across the Property, consistent with Paragraph 8(b).

(j) Species Recovery and Enhancement. To recovery and/or enhance populations of native species including native fish, birds, mammals, and reptiles.

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(k) Property Management. To manage the Property, pursuant to the provisions of an approved Property Management Plan, as it may be amended from time to time.

(l) Habitat Enhancement. To enhance habitat values of the Property, including by way of example and not limitation, to realign and naturalize the stream channel and to increase meander for the purposes of improving conditions for native fish.

6. Property Management Plan. Grantor will develop, approve and implement a Management Plan for the property, in consultation with Grantee, which more specifically designates special management areas and sets forth management prescriptions for uses that protect the Conservation Values of the property in a manner consistent with the terms of this Easement while allowing for and locating uses reserved by Grantor in Paragraph 5, Reserved Rights. The Management Plan shall incorporate dispersed recreation, necessary recreation facilities, and environmental education opportunities that complement and do not significantly detract from critical habitat values. The Plan shall also outline architectural guidelines which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment. The Management Plan may be amended, from time to time, in consultation with Grantee as necessary to effectively manage the Property and to respond to changing conditions and information.

7. Notice. Before undertaking to construct or build any fences, roads, improvements or structures pursuant to any reserved right under paragraph 5 above. Grantor shall provide a minimum of 30 days notice to Grantee in writing prior to taking action, including a written plan describing the undertaking. In the event that emergency actions are required to mitigate a situation which threatens public health, safety, or welfare, Grantor shall notify Grantee within 48 hours following any emergency action taken.

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

(a) Roads and Parking Areas. Consistent with applicable safety standards, construction, improvement and maintenance of any road will be performed in a fashion and manner so as to:

i. minimize the width, length and overall size of the road or parking area;

ii. maximize the ability of the road or parking area to be reclaimed and returned to a natural state if and when it is no longer required or needed;

iii. maximize the road or parking area's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that emphasizes a natural, rustic appearance.

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(b) Trails. Consistent with applicable safety standards, construction, improvement and maintenance of any trail will be performed in a fashion and manner so as to:

i. minimize the width of the trail;

ii. maximize the trail's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that retains a more natural, rustic appearance, including surfacing using cinders, gravel, wood chips, or other natural materials, rather than paving with asphalt or concrete except as required to meet applicable ADA standards;

(c) Structures. Grantor intends that any new Structures on the Property will be constructed in harmony with the Conservation Values and consistent with maintaining the Property in its predominantly natural, scenic, open space condition. Architectural guidelines, which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment, shall be incorporated into the Management Plan for the Property.

(d) Flood plain Avoidance Area. To achieve the restoration and protection of riparian habitat, Grantor will locate uses and activities that significantly alter the natural function of the flood plain outside of the 100-year flood plain when reasonably possible.

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

10. General Provisions.

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

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

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

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

11. Violations and Remedies. Grantee may enforce any term or condition of this Easement as follows:

a. Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice despite the parties' best efforts to do so, either party may file suit in a Utah State Court of appropriate jurisdiction to obtain any legal or equitable remedy permitted by law. However, in no event will Grantor be liable for damages or subject to any other remedy, including mandatory or prohibitive injunctive relief, for any harm to the Property or violation of the Easement caused by any third-party activity which is unauthorized by Grantor.

b. Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

c. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

d. Condemnation. If all or any part of this Property is taken be exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking of in lieu purchase shall be paid out of the amount recovered. Any remaining amount shall be paid out to the parties in accordance with the value of their interest in the remaining Property. In the event the amount of damages recovered does not cover the costs incurred by the Parties, Grantor and Grantee shall each bear their own costs in excess of the amount recovered.

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

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

GRANTOR

WASHINGTON COUNTY

By: _____

Name: Calvin R. Robison

Title: Washington County Clerk/Auditor

Date: 11/25/02

Appeared before me this Nov. 25, 2002 Calvin R. Robison the Washington County Clerk/Auditor

Notary: Latitia L Cook

LATITIA L COOK
NOTARY PUBLIC - STATE OF UTAH
1240 E 100 S SUITE #7
ST. GEORGE, UT 84790
MY COMM. EXP. 01-10-03

GRANTEE

DIVISION OF WILDLIFE RESOURCES

By: _____

Name: Kevin Conway

Title: Director

Date: 11-21-02

Appeared before me this 21st day of Nov. 2002 Kevin K. Conway, Director of the Division of Wildlife Resources

Notary: Latitia L Cook

LATITIA L COOK
NOTARY PUBLIC - STATE OF UTAH
1240 E 100 S SUITE #7
ST. GEORGE, UT 84790
MY COMM. EXP. 01-10-03

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PROPOSED CONFLUENCE REGIONAL PARK ADDITION

SOUTH SIDE OF VIRGIN RIVER – 149 ACRES PLUS OR MINUS
KENNETH ANDERSON PROPERTY

JULY 16, 2001

KEN ANDERSON PROPERTY DESCRIPTION – SOUTH OF VIRGIN RIVER

Beginning at a point N0°33'20"W, along the Section Line, 1322.62 feet from the East 1/4 Corner of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being the Southeast Corner of the NE1/4NE1/4 of said Section 27; thence S89°58'50"W, along the 1/16 Section Line, 1324.93 feet to the Southwest Corner of said NE1/4NE1/4; thence N0°24'50"W 752.95 feet to a point in the thread of stream of the Virgin River; thence, along said thread thru the following 12 courses: S64°39'35"E 129.57 feet; thence S82°08'24"E 696.22 feet; thence N47°05'17"E 103.70 feet; thence N16°23'58"E 246.55 feet; thence N14°10'27"E 334.96 feet; thence N25°10'23"E 488.82 feet; thence N28°36'12"E 409.46 feet; thence N58°45'18"E 93.48 feet; thence N72°27'33"E 313.38 feet; thence N45°20'20"E 707.11 feet; thence S67°51'35"E 269.26 feet; thence S20°54'42"E 177.47 feet to a point on the East boundary line of the SW1/4SW1/4 of Section 23, said Township and Range; thence S0°00'00"E, along the 1/16 Section Line, 734.61 feet to the Southeast Corner of said SW1/4SW1/4; thence S89°39'40"E, along the 1/16 Section Line, 281.33 feet to a point in the thread of river; thence along said thread thru the following 3 courses: S15°49'20"E 1521.66 feet; thence S74°52'17"E 554.66 feet; thence S28°29'21"E 200.00 feet to a point on the East boundary line of the SE1/4NW1/4 of Section 26, said Township and Range; thence S0°16'34"E, along the 1/16 Section Line, 869.30 feet; thence S50°03'10"W 338.96 feet; thence N89°33'54"W 94.59 feet; thence N71°32'41"W 324.66 feet; thence N43°54'06"W 585.74 feet; thence N89°33'58"W 245.72 feet to a point on the West boundary line of said SE1/4NW1/4; thence N0°24'48"W, along said boundary line, 663.69 feet to a point on the 1/4 Section Line; thence N89°40'24"W, along the 1/4 Section Line, 469.71 feet; thence S0°05'07"W 484.27 feet; thence N89°46'54"W 149.67 feet; thence N0°00'00"W 484.56 feet to a point on the 1/4 Section Line; thence N89°40'24"W, along the 1/4 Section Line, 694.45 feet to the point of beginning.

Containing 149.40 Acres.

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Exhibit A

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...ARDY. THREAT

Exhibit B

VIRGIN RIVER LAND
PRESERVATION ASSOCIATION, INC.

P.O. Box 1804
St. George, Utah 84771-1804
801 674 1074

00791481 Bk 1503 Pg 2257

BASELINE INVENTORY WORKSHEET FOR LAND AND EASEMENT ACQUISITIONS

ABSTRACT: Confluence Project
Anderson Parcel
Southside Virgin River

POTENTIAL:
[ ] Pre-Acquisition
[ ] Land Transfer
[X] Permanent Ownership
[X] Conservation Easement

Completed by: Lori Rose Date: November 20, 2002

Part 1. PROPERTY NAME:
Town/City: Hurricane
Acres: 149.4 Determined by [X] Survey
[ ] Deed
[ ] Tax Info

County:
[ ] Estimate
[ ] Other:

Landowner(s): Kenneth R. Anderson
Landowner(s):
Owner's Address: 825 N. 800 E. 35-4 Phone: 435.635.2879
Hurricane Utah 84737 Fax: 435.635.2353

Owner's Agent: n/a Phone:
Agent's Address:
Fax:

Deed: Book# Page#
See title report

[ ] Well-defined description
[ ] Title Work Necessary
[ ] Known encumbrances:

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Part 2. DONOR OBJECTIVES:
Motivation, timing, compensation desired, desired outcomes, will donor permit public use?

Sell for conservation and public access at fair market value. Bound by contract to close no later than 11/25/02.

Part 3. ATTACHMENTS:

[✓] Topo Map
[ ] Type Map (soils map)
[✓] Photographs
[ ] Survey Map
[✓] Other Maps
[ ] Other

Part 4. GENERAL PROPERTY INFORMATION:

A. Existing Land Use/History (past disturbances — storms, fire infestation; land uses — farming grazing, mining, etc.): property primarily in natural condition; native vegitation, basalt cliffs, Functioning floodplain. Some grazing on rangeland. A road decends from the rim to the river, but condition is poor due to erosion. Historic travel corridor for native americans, Spanish and pioneers. Escalante expedition passed through here. Also Anasazi cultural sites.

B. Existing Improvements (type, size, condition): Roads (primitive); irrigation ditch; historic walls of stone; unfinished building foundation; "temporary care facility" for threatened desert tortoise.

C. Tenants (if any): County has leased 5 acres for tortoise care facility for approximately 6 years, since 1996.

D. Adjacent Land Use, Compatibility: Adjacent lands north and east part of preserved open space known as the Confluence. Residential development on rim above canyon to south. Property contiguous with portion of Red Cliffs Desert Reserve.

E. Access/Road Frontage: Rough access road from 200 W. in Hurricane - need some improvement to reduce erosion and allow/maintain vehicle access to canyon floor.

F. Visible Easements (roads, transmission lines, etc.): irrigation ditch; water & natural gas lines; road

G. Boundaries:

[ ] well-defined
[✓] able to be located
[ ] not defined
[✓] surveyed
[✓] need improvement
[ ] Other

H. Safety Hazards (structural, natural): old foundation; steep cliffs; river floodplain

I. Environmental Hazards (toxic wastes, dumping): property abuts old Hurricane City Dump. Phase I ESA indicates minimal risk of legal liability. Residual debris to be cleaned up w/in 5 years.

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Part 5. RESOURCE INFORMATION:

A. Agriculture (current crops, last year/acreage in production, soil classification, significance)

none.

B. River System/Floodplain/Other Water Resources (type and significance)

Virgin River and associated floodplain & riparian vegetation comprise a substantial portion of the property.

C. Scenic Vistas

property is highly scenic, basalt cliff-lined canyon. Adjoining properties also protected for openspace & habitat values.

D. Travel Corridors

Historic native american, Spanish explorers (Escalante expedition & others), and Pioneer travel corridor.

E. Recreational Corridors (types, estimated intensity of existing use, potential for future use)

Property is part of larger "Confluence Project" that both protects habitat values while allowing for limited improvements to accomodate public access.

F. Adjacency to Significant Public Lands

property borders Red Cliffs Desert Reserve (BLM ownership, Washington County HCP for Mojave desert tortoise) on west

G. Significant Habitat (species — animals & plants as appropriate)

See Exhibit C of Easement. Property contains significant habitat for T&E and special status native fish species, potential habitat for Southwestern Willowfly catcher, low-density desert tortoise, raptors, and other riparian and associated upland species.

H. Community or Neighborhood Park Potential/Interpretive Site

Only public access to Virgin River from the ~~East~~ City of Hurricane which sits on the bluff above the canyon. Great educational opportunities for biology, geology, and cultural history

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Part 6. TITLE INFORMATION:

A. Legal Name of Owner(s)

Kenneth R. Anderson

B. Legal Status of Owner(s) (single, married partnership, corporation)

C. State How Title is Vested? (sole property, joint tenants, tenants in common)

Sole Property

D. When & How Acquired? (Include purchase price if available)

E. Clear or Encumbered? (If mortgaged, provide loan amount, terms and name of holder. Attach recorded easements, rights, encumbrances other than mortgage)

Encumbrances to be cleared at closing

Part 7. ACKNOWLEDGMENT OF INVENTORY ACCURACY

A. Grantor

I Calvin R Robeson have reviewed the above "Baseline Inventory" and hereby acknowledge that the information contained herein accurately represents the current conditions, use, ownership, and past history of the subject property at the time of its transfer.

Signature (Grantor) 11/25/02 Date

Calvin R Robeson
Name (please print)

B. Grantee

I Kevin K. Conway have reviewed the above "Baseline Inventory" and hereby acknowledge that the information contained herein accurately represents the current conditions, use, ownership, and past history of the subject property at the time of its transfer.

Signature 11-21-02 Date

Kevin K. Conway
Name (please print)

Unofficial Copy

After recording mail to:
Utah Department of Natural Resources, Division of Wildlife Resources
585 North Main
Cedar City, Utah 84720

071980

DOC # 20070021550
Easements Page 1 of 20
Russell Shirts Washington County Recorder
04/27/2007 11:00:56 AM Fee $50.00 By WASHINGTON COUNTY COMMISSION

SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement"), made as of this 16th day of April, 2007, by WASHINGTON COUNTY, a political subdivision of the State of Utah, whose address is 197 East Tabernacle, St. George, Utah 84770 ("Grantor"), and the UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES ("Grantee") whose address is 1594 West North Temple, Suite 2110, Salt lake City, Utah 84114;

WITNESSETH:

WHEREAS, the purpose of this conservation easement is to protect or enhance forever the natural wildlife habitat, scenic, cultural, historical and open space values (collectively the "Conservation Values") of the real property described below;

WHEREAS, Grantor is the owner of all the real property in Washington County, State of Utah, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B; and

WHEREAS, the property has significant wildlife habitat values, ecological values and open space values as recognized in the Utah Land Conservation Easement Act, (Utah Code Ann. §§ 57-18-1 to 57-18-7), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law; and

WHEREAS, the preservation of the Conservation Values of the property are consistent with the goals of the Grantee and the Virgin River Management Plan (VRMP) and the Virgin River Management and Recovery Program (VRMRP), and the establishment of this conservation easement will provide public benefit by: protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and maintaining cultural, recreational, scenic, agricultural and historic values;

WHEREAS, a significant portion of the property lies within the flood plain of the Virgin River and restoration and protection of the 100-year flood plain is consistent with the commitment to protect and maintain critical habitat for native fish populations; and

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

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

WHEREAS, In June of 1999, the Virgin River Management Plan ("VRMP") was finalized and approved by numerous entities, including Washington County, the municipalities of Hurricane and LaVerkin, the Utah Department of Natural Resources and the Washington County

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Water Conservancy District, with the joint goals of conserving, enhancing, protecting and recovering native species and their habitat; and

WHEREAS, Protection of the Conservation Values of the Property will significantly contribute to the realization of the goals of the VRMP;

WHEREAS, the Grantee undertakes the responsibility to conserve and protect natural areas and significant wildlife habitat for ecological, scientific, recreational, and educational purposes; and the Grantee is a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and the Grantee is a qualified organization under Section 170(h)(3) of the Internal Revenue Code to receive and hold conservation easements; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Conservation Values; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to Utah Code Ann. §§ 57-18-1 to 57-18-7, and other applicable provisions of Utah statutory and common law, Grantor hereby conveys and warrants to the Grantee this perpetual Easement over the Property. The scope of this Easement is set forth in this deed.

1. Purpose. The purposes of this Easement are to assure that the Property will be retained predominately in its natural, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, which are described and documented in Baseline Documentation attached as Exhibit C, except as otherwise provided in this Easement. This Easement intends to: protect and enhance water quality and water supplies; protect wildlife habitat and maintain habitat connectivity and related values to enhance biodiversity; protect riparian areas; maintain and restore natural ecosystem functions; protect prehistoric and historic sites; protect and enhance non-motorized outdoor recreational opportunities; protect scenic vistas; and encourage the public awareness and appreciation of the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement.

2. Authority. This Easement is authorized by Chapter 18, title 57 of the Utah Code.

3. Rights of Grantee. The rights conveyed by Grantor to the Grantee to perpetually maintain the Conservation Values of the Property in this Easement include the following:

A. The Grantee has the right to identify, conserve and protect in perpetuity, and to enhance by mutual agreement with the Grantee the Conservation Values on the Property in the manner set forth in this Easement, subject to Grantor's reserved rights in this Easement.

B. The Grantee has the right to enter upon the Property in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

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C. To prevent any activity on or use of the Property that is inconsistent with this Easement and to remedy any areas or features of the Property that may be damaged by any inconsistent activity or use by Grantor.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with this Easement is prohibited. Except as set forth elsewhere in this Easement, the following activities and uses are expressly prohibited.

A. Subdivision. The Property shall not be subdivided into smaller parcel for any purpose.

B. No Structures and Improvements. Except for existing structures on the Property and structures consistent with Paragraphs 5 and 8(c), no building, structure, or other improvements of any kind, temporary or permanent, shall be constructed or maintained on the Property including, but not limited to, houses, towers, commercial satellite dishes, sheds, tanks, mobile homes, dams, impoundments and communication equipment.

C. Mineral Development. No surface or subsurface mining shall be permitted, except for the development of existing, valid rights or to enhance the Conservation Values with mutual agreement of the parties.

D. Easements Across the Property. Grantor shall not grant any easements to Third Parties on or across the Property, except for purposes of the Reserved Rights set forth in Paragraph 5 below or to enhance the Conservation Values.

E. Topography Modification. Changes in the existing topography of the landscape or land surface of the Property are prohibited unless such changes: 1) were caused by the forces of nature; or 2) may be permitted in Paragraph 5 below, Reserved Rights.

F. Waste Disposal and Hazardous Materials. No portion of the Property may be used for dumps, landfills, or the storage or deposit of waste materials, except for the temporary storage or treatment of waste materials as may be generated in the normal use of the Property by activities expressly permitted in Paragraph 5 below, Reserved Rights and are in accordance with applicable state laws.

G. Industrial, Commercial and Residential Activities. Except for uses permitted in Paragraph 5 below, the Property shall not be used for industrial, commercial or residential activities.

H. Signs and Billboards. No sign or billboard shall be placed on the Property, except to: 1) state the name of the Property, or any portion thereof, and the purpose for which the Property is being preserved; 2) state that the protection of the Property is being managed to meet the goals of the VRMP and the VRMRP; 3) state that the protection provided to the Property was through a transaction in which The Conservation Fund, Washington County, the Virgin River Land Preservation Association and other partners participated; 4) control unauthorized entry or use of the Property; 5) provide directions or other information as to the location of trails or places of interest; 6) provide factual information concerning places or matters of interest and/or

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significance to the Property; 7) provide information regarding regulations governing the use of the Property. Individual signs shall be no larger than twenty-five (25) square feet in area. This paragraph shall not prohibit Grantee from displaying such signs as it may customarily use to identify lands under conservation easement and the terms of such conservation easement; provided however, that the location of any such signs placed by Grantee shall be subject to receipt of Grantor's prior approval for same.

I. Utility Rights-of-ways. Except for currently existing utility rights-of-way, or the Right-Of-Way Easement Agreement between Grantor and the Ash Creek Special Service District referred to in Paragraph 5 below (hereinafter "Ashcreek Right-Of-Way Agreement"), no new utility rights-of-way shall be granted within the Property after the date of this instrument except as may be imposed pursuant to a valid condemnation or other process of law or as may be used by Grantor in connection with the use of allowed structures and improvements on the Property. Nothing in this document shall prohibit the lawful maintenance, replacement or installation of utility infrastructure within existing rights-of-way, or the Ashcreek Right-Of-Way Agreement, so long as such maintenance, replacement or installation is coordinated with the Grantor. Existing utility rights-of-way may be relocated within the boundaries of the Property if such location is consistent with the purposes of this Easement and if it is necessary to: 1) accommodate stream restoration work; 2) replace utilities damaged by forces of nature; 3) achieve the purposes of this Easement.

J. Non-Native Species. No non-native species shall be introduced onto the Property, except for livestock and agricultural crops allowed under Paragraph 5 (b).

K. Organized Sports Facilities. No soccer, football, baseball, golf, tennis, swimming or other highly developed recreational facility shall be permitted.

L. Grazing. To protect areas of critical habitat, no grazing of livestock shall be permitted.

M. Construction of New Roads. The construction of new roads or the reconstruction or improvement of existing roads on the Property shall be prohibited, except as to accommodate naturally-caused or human-engineered stream relocation or to provide access for property management purposes.

N. Use of Motorized Recreational Vehicles. The use of motorized recreational vehicles, including three-wheelers, four-wheelers, dirt bikes and all terrain vehicles that because of their noise, exhaust or other offensive characteristics impair conservation values or disturb wildlife or the public's quiet enjoyment of the Property shall be prohibited, except for maintenance and transportation uses performed by property managers and Grantee's agents, or to assist disabled individuals, as defined in the Americans With Disabilities Acts ("ADA").

5. Reserved Rights. It is the Grantor's intent to preserve and maintain the Property in its predominantly natural, open space condition. Grantor reserves to itself, and to its heirs, representatives, successors and assigns, all rights accruing from ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein, so long as said uses do not impact the Conservation Values of

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the Property and are consistent with the goals of the VRMP and VRMRP. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. Vegetation Management. Except as prohibited in this Easement, vegetation management activities are permitted on the Property, including revegetation of native trees and plants, and the cutting and removal of vegetation, including non-indigenous plant life, to abate disease or infestation or to perpetuate a healthy environment in accordance with the provisions of an approved management plan and all Federal and State laws and regulations.

B. Agricultural Uses and Activities. Agricultural uses, including growing, raising, harvesting, production and storage of crops, tilling soil, burning fields, removal of noxious weeds, irrigation and irrigation structures, and commercial agricultural uses such as the sale of crops, provided such uses and activities are not detrimental to the goals of the VRMP and the VRMRP.

C. Recreational Uses. Hiking, biking, and equestrian trails and uses, picnicking, wildlife viewing and sanitary facilities.

D. Bridges. Construction and maintenance of non-motorized bridges over watercourses as approved by governing agencies and as consistent with an approved management plan.

E. Natural Science Research. Biological, geological and archeological research activities shall be permitted on the Property.

F. Species Enhancement and Preservation and Maintenance Facilities. Structures necessary to the management and maintenance of the Property, e.g., equipment storage sheds, fencing, and structures for the benefit of native species are permitted.

G. Public Access. Grantor may allow public access to the Property to engage in any permitted activities, consistent with the Property Management Plan.

H. Trails. To construct a reasonable number of trails on the Property for the purposes of foot, horse, bicycle and handicapped travel across the Property, consistent with the Property Management Plan.

I. Species Recovery and Enhancement. To Recover and/or enhance populations of native species including native fish, birds, mammals and reptiles.

J. Property Management. To manage the Property pursuant to the provisions of an approved Property Management Plan, as it may be amended from time to time.

K. Habitat Enhancement. To enhance the habitat values of the Property, including by way of example and not limitation, to realign and naturalize the stream channel and to increase meander for the purposes of improving conditions for native fish.

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L. Right-Of-Way Agreement. Grantee acknowledges that Grantor has entered into the Ashcreek Right-Of-Way Agreement with Ashcreek Special Service District, a copy of which is attached hereto as Exhibit "C", and that this Deed of Conservation Easement is subject to the terms of said Right-Of-Way Agreement.

6. Property Management Plan. Grantor, in consultation with Grantee, will develop and implement a management plan for the Property which more specifically designates special management areas and sets forth management prescriptions for uses that protect the Conservation Values of the Property in a manner consistent with the terms of this Easement while allowing for and locating uses reserved by Grantor in Paragraph 5, Reserved Rights. The Property Management Plan shall incorporate dispersed recreation, necessary recreation facilities, and environmental education opportunities that complement and do not significantly detract from critical habitat values. The plan shall also outline architectural guidelines which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that blend aesthetically with the natural environment. The management plan may be amended from time to time, with Grantee's approval, as necessary to effectively manage the Property and to respond to changing conditions and information. The Grantee shall be provided a copy of the draft plan and be allowed a minimum of forty-five (45) days to review, comment, and/or approve the plan. The plan shall not be deemed finalized until both the Grantee and Grantor are in agreement with the provisions of the plan.

7. Notice. Before undertaking to construct or build any fences, roads, improvements or structures pursuant to any right reserved in Paragraph 5, above. Grantor shall provide a minimum of thirty (30) days notice to Grantee in writing prior to taking action, including a written plan describing the undertaking. In the event that emergency actions are required to mitigate a situation that threatens public health, safety or welfare, Grantor shall notify Grantee within forty-eight (48) hours following any emergency action taken.

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

A. Trails. Consistent with applicable safety standards, construction, improvement and maintenance of any trail will be performed in a fashion and manner so as to:

i. Minimize the width of the trail;

ii. Maximize the trail's aesthetic appearance, consistent with the Conservation Values of the Property, in such a manner that retains a more rustic appearance, including surfacing using cinders, gravel, wood chips or other natural materials, rather than paving with asphalt or concrete except as required to meet applicable ADA standards;

B. Structures. Grantor intends that any new structures on the Property will be constructed in harmony with the Conservation Values and consistent with maintaining the Property in its predominately natural, scenic, open space condition. Architectural guidelines

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which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment, shall be incorporated into the management plan for the Property.

C. Flood Plain Avoidance Area. To achieve the restoration and protection of riparian habitat, Grantor will locate uses and activities that significantly alter the natural function of the flood plain outside of the 100-year flood plain when reasonably possible.

9. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free to jointly amend this Easement, provided that no amendment shall be allowed that will impair the conservation values of the property for which the easement was originally sought or that will affect the qualification of this Easement or the status of the Grantee under any applicable laws, including Sections 57-18-1, et seq. Utah Code Annotated, or Section 170 (h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent and compatible with the intent and purposes of this Easement, and shall not affect its perpetual duration. Any such amendment shall be in writing and shall be recorded in the official records of Washington County, Utah.

10. General Provisions.

A. Duration of Easement. This easement shall continue in perpetuity.

B. Taxes. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority on the Property.

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

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

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

F. Baseline Data. The parties acknowledge that an inventory of baseline data relating to the Property has been completed by competent professionals familiar with the Property. Copies of this inventory of baseline data are on file in the Divisions' Salt Lake City, Utah offices. The parties acknowledge that this collection of baseline data contains an accurate representation of the Property's condition and natural resources as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A-14(g)(5)(I). Notwithstanding the

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foregoing, should a future controversy arise over the biological and/or physical condition of the Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy. If range or habitat conditions significantly improve on the Property, the parties may agree to prepare an updated inventory of baseline data to document the improved conditions. The updated inventory of baseline data must be approved in writing by the parties. Upon approval, the updated inventory of baseline data will be used as the baseline for future monitoring.

11. Violations and Remedies. Grantee may enforce any term or condition of this Easement as follows:

A. Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice despite the parties best efforts to do so, either party may file suit in the Fifth Judicial District Court in and for Washington County, State of Utah to obtain any legal or equitable remedy permitted by law. However, in no event will Grantor be liable for damages or subject to any other remedy, including mandatory or prohibitive injunctive relief, for any harm to the Property or violation of the Easement caused by ant third-party activity which is unauthorized by Grantor.

B. Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

C. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

D. Condemnation. If all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and the Grantee may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Property, which is ninety per cent (90%) to the Grantee and ten per cent (10%) to the Grantor.

E. Recordation. Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement will be attached thereto. Grantor will notify Grantee in writing of any conveyance of interest by sending written notice to Grantee. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or

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information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

12. Miscellaneous Provisions

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of Grantee and that Grantee's failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include Washington County, Utah, and its heirs, personal representatives, executors, successors and assigns. The term "Grantee", as used in this Easement, and any pronouns used in place thereof shall mean the Division of Wildlife Resources of the Utah Department of Natural Resources and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Amendment. Nothing in this Easement shall be construed to preclude Grantor from making a subsequent conveyance of rights in the Property to further protect its Conservation Values, provided, however, that any such subsequent conveyance shall not impair any conservation purpose sought to be advanced by this Easement.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, and in accordance with Utah Code Ann. §§ 57-18-1 to 57-18-7. The parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

G. Successors. This Easement is binding upon, and will inure to the benefit of Grantor's and Grantee's successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

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J. Compliance With Law. All uses and practices permitted by this Easement, including the Primary Uses, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date signed by all parties.

L. Change of Conditions. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unpredictability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

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

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

GRANTOR	GRANTEE
WASHINGTON COUNTY	UTAH DIVISION OF WILDLIFE RESOURCES
By: _____ JAMES J EARDLEY	By: _____ CYNTHIA JENSEN Acting Director

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

The foregoing instrument was acknowledged before me this 16 day of April, 2007, by JAMES J. EARDLEY, Chair of the Washington County Commission.

CHRISTINE S. BETAR
NOTARY PUBLIC • STATE of UTAH
197 E. TABERNACLE STREET
ST. GEORGE, UT 84770
COMM. EXPIRES 09-27-2009

_____
NOTARY PUBLIC

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE APR 23 2007

_____ 4/20/07
Financial Manager, Division of Wildlife Resources

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071980

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of April, 2007, by Cindee Jensen.

NOTARY PUBLIC

Notary Public
HOLLY BETTERIDGE
4834 West North Temple
P.O. Box 144301
Salt Lake City, Utah 84114-4301
My Commission Expires
June 6, 2008
State of Utah

Unofficial Copy

Clerk/Auditor:

CALVIN R. ROBISON

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the 26 day of April, 2007, personally appeared before me CALVIN R. ROBISON, who being duly sworn, did say that he executed the foregoing instrument.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

_____

KAYE REESE
NOTARY PUBLIC • STATE of UTAH
197 E TABERNACLE
ST. GEORGE, UTAH 84770
COMM. EXP. 6-16-2008

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EXHIBIT "A" - LEGAL DESCRIPTION

PROOFREAD

PARCEL 2: (Numbered as such for reference purposes)

Beginning at a point North 89°43'27" West, along the Section Line, 296.27 feet from the North Quarter Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian; and running thence South 46°15'41" East, 41.14 feet; thence South 55°12'22" West, 202.89 feet; thence South 17°17'51" West, 137.86 feet; thence South 39°58'29" West, 210.11 feet; thence South 48°36'10" West, 117.07 feet; thence South 7°52'16" West, 99.15 feet; thence South 36°40'34" East, 75.91 feet; thence South 44°39'06" East, 272.03 feet; thence South 50°59'04" East, 373.33 feet; thence South 71°58'26" East, 631.89 feet; thence South 68°54'04" East, 513.79 feet; thence South 0°27'15" East, 204.06 feet to a point on the North Boundary Line of the Southwest Quarter of the Northeast Quarter (SW¼NE¼) of said Section 26; thence South 89°51'15" East, along the 1/16 Section Line, 432.73 feet to the Northeast Corner of said Southwest Quarter of the Northeast Quarter (SW¼NE¼); thence South 65°06'41" East, 419.26 feet to the Southeast Corner of Lot 10, LAVERKIN TOWNSITE AND FIELD SURVEY; thence South 74°53'42" East, 51.27 feet to the Northeast Corner of Lot 7, LAVERKIN TOWNSITE AND FIELD SURVEY; thence South 0°03'26" East along the East Boundary Line of said Lot 7, a distance of 714.04 feet; thence South 50°25'05" West, 232.00 feet; thence South 83°26'35" West, 26.30 feet; thence South 11°25'37" West, 26.94 feet; thence South 16°18'16" East, 42.93 feet; thence South 43°47'01" East, 68.32 feet; thence South 63°30'41" East, 41.52 feet; thence South 81°50'56" East, 51.55 feet; thence South 27°06'43" West, 106.09 feet; thence South 53°55'38" West, 53.68 feet to a point on the East-West Quarter Section Line of said Section 26; thence North 89°46'16" West along said Quarter Section Line, 265.85 feet to the Southwest Corner of said Lot 7; thence North 0°26'33" West along the West Boundary Line of said Lot 7, a distance of 609.85 feet; thence North 54°56'42" West, 712.00 feet; thence South 47°34'29" West, 999.13 feet to a point on the North-South Quarter Section Line of said Section 26; thence North 0°20'21" West along said Quarter Section Line, 889.24 feet to a point in the thread of stream of the Rio Virgin River; thence along said thread of stream through the following Four (4) courses: North 28°32'25" West, 195.68 feet; thence North 47°13'06" West, 773.34 feet; thence North 27°24'42" West, 647.19 feet; thence North 16°07'51" West, 150.76 feet to a point on the South Boundary Line of Sectional Lot 3 of said Section 26; thence North 89°27'14" West along said boundary line, 325.25 feet to the Southwest Corner of said Sectional Lot 3; thence North 0°28'38" West along the West Boundary Line of said Sectional Lot 3, a distance of 361.35 feet to the Northwest Corner of said Sectional Lot 3; thence South 89°43'27" East along the North Boundary Line of said Section 26, a distance of 322.26 feet to an existing rebar and cap established by a Bush & Gudgell Survey dated 3/27/00; thence along said survey through the following Six (6) courses: South 11°41'53" East, 371.26 feet; thence South 89°52'17" East, 315.17 feet; thence North 45°48'35" East, 144.10 feet; thence North 10°35'37" East, 118.98 feet; thence North 46°17'16" East, 117.71 feet; thence North 57°59'22" East, 117.24 feet to the point of beginning.

(CONTINUED)

90

EXHIBIT "A" - LEGAL DESCRIPTION - Continued

PARCEL 2a: (Numbered as such for reference purposes)

Beginning at a point North 89°43'27" West along the Section Line, 1124.13 feet from the North Quarter Corner of Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian; and running thence North 89°43'27" West along the Section Line, 264.00 feet to the Southeast Corner of the Southwest Quarter of the Southwest Quarter (SW¼SW¼) of Section 23, said Township and Range; thence North 0°06'59" East along the 1/16 Section Line, 656.21 feet; thence South 89°55'47" East, 185.11 feet to an existing rebar and cap established by a Bush & Gudgell Survey dated 3/27/00; thence South 89°55'47" East, 78.88 feet; thence South 0°06'59" West 657.16 feet to the point of beginning.

PARCEL 3: (Numbered as such for reference purposes)

A 30.0 foot perpetual, non-exclusive access easement for vehicular and equestrian ingress and egress, as created by Grant of Access Easement, recorded March 13, 2002, as Entry No. 756787, in Book 1455, at Pages 1964-1971, Official Washington County Records, the centerline described as follows:

Beginning at a point South 0°03'26" East, along the Lot Line, 907.34 feet and South 68°40'41" East 56.09 feet from the Northeast Corner of Lot 7, LAVERKIN TOWNSITE AND FIELD SURVEY, said point being on the West right-of-way line of Highway U-9, and running thence North 68°40'41" West 112.81 feet; thence South 89°00'01" West 31.84 feet; thence South 70°20'07" West 20.70 feet; thence South 42°56'52" West 22.06 feet; thence South 14°41'37" West 27.50 feet; thence South 10°53'47" East 64.51 feet to an existing gate.

* * *



Exhibit "B" - Approximate Property Location, Lafayette, Utah

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Exhibit "C"

RIGHT-OF-WAY EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($1.00) and other good and valuable consideration paid to WASHINGTON COUNTY, hereinafter referred to as GRANTOR, by ASH CREEK SPECIAL SERVICE, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, GRANTOR does hereby grant unto GRANTEE, its successors and assigns, a construction easement and perpetual easement (collectively referred to as "the easements") as hereinafter described over, across, under and through certain land of GRANTOR to construct, reconstruct, install, replace, remove, repair and maintain an underground sewer pipeline or sewer pipelines in Section 23, Township 41 South, Range 13 West, SLB&M, said easement being more particularly described as follows:

See Exhibit "A" attached hereto and
incorporated herein by this reference.

The construction easement shall be 100.00 feet in width, 50.00 feet on each side of the centerline as described in Exhibit "A," however Grantor and Grantee shall mutually designate a meandering area of allowed disturbance within this easement that is anticipated to vary along the final utility alignment from 25.00 feet to 50.00 feet in width. This flexibility is important to enable the construction and installation of the sewer pipeline or pipelines in a manner that minimizes long-term impacts to the conservation values of the property. Areas within the right-of-way but outside designated disturbance areas shall not be impacted by construction without written permission of the Grantor. After the construction has been completed, the perpetual easement shall be 15.00 feet in width, to be described at a later date, "as built," upon completion of the project.

GRANTOR agrees to allow GRANTEE the temporary use of designated areas of adjacent land of GRANTOR, as may determined by GRANTOR to be necessary for installation of the facilities provided for under the terms of the easement granted herein.

It is further understood and agreed that no other easement or easements, other than the conservation easement referred to herein, which shall be granted by Washington County to the State of Utah, shall be granted on, under, or over said strip of land by GRANTOR to any person, firm or corporation without the previous written consent of GRANTEE, which consent shall not be unreasonably withheld; HOWEVER, it is understood that public access on and public use of the easement for such uses as camping, hiking, picnicking, growing of crops, etc. will occur and require no consent.

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GRANTOR, its successors and assigns, shall not increase or decrease, or permit to be increased or decreased, the now existing ground elevations of said easement and right-of-way without the prior written consent of GRANTEE, which consent shall not be unreasonably withheld; HOWEVER, filling of the soil can occur without consent.

GRANTOR and GRANTEE, their successors and assigns, further agree that no building, fence, wall or other structure of any kind, shall be installed, constructed, erected, placed, or maintained in any portion of the easement, and no deep rooted vegetation shall be placed, planted or maintained in the portion of easement and right-of-way without prior written consent of the other party, which consent shall not be unreasonably withheld.

GRANTEE agrees to give GRANTOR 30 days notice prior to construction, reconstruction, installation, replacement, removal, repair or scheduled maintenance. However, in an emergency, GRANTEE shall have the right of immediate access to maintain the pipeline. Initial construction and, whenever possible, scheduled maintenance, repair, removal, and replacement shall be performed during November 1 to March 15.

Prior to initiating construction or scheduled maintenance of the sewer pipeline(s), GRANTEE shall carefully dismantle existing irrigation lines that are located within and adjacent to the right-of-way and store them in a location designated by GRANTOR. Any irrigation infrastructure damaged by GRANTEE in the act of exercising any rights under this easement shall be replaced or repaired to GRANTOR'S satisfaction at the expense of GRANTEE.

GRANTEE will access the sewer line for maintenance via property management road and main trail as established by GRANTOR.

GRANTEE will minimize damage to native vegetation, re-contour/disk disturbance area, and chip designated trees within the right-of-way easement to be removed for GRANTOR's use in placement on its proposed trails. GRANTEE will re-seed all disturbed areas, at GRANTEE'S cost, with seed mix approved by GRANTOR immediately following the completion of any construction, reconstruction, installation, replacement, removal, repair or maintenance activities. GRANTEE shall take reasonable steps to minimize the impact of the location of the sewer line in environmentally sensitive areas by placement of rocks, shrubbery, or other native materials approved by GRANTOR over or around any manhole which contains an air vac valve or other device designed to allow escape of gases from within the line.

GRANTEE shall not place any signs identifying the location of the pipeline or right-of-way within GRANTOR'S property.

It is understood that GRANTOR has acquired this property for the purposes of habitat conservation and public recreation, and

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that, following the granting of this easement, a conservation easement will be granted to the State of Utah to protect the conservation values of the property. GRANTEE agrees to abide by the terms of the conservation easement and agrees to conduct all construction, reconstruction, replacement, removal, repair and maintenance activities in such a fashion that the conservation values of the GRANTOR'S property, and the requirements of Washington County set forth in the conservation easement granted to the State of Utah, will not be impaired.

This instrument shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR and GRANTEE.

IN WITNESS WHEREOF, GRANTOR and GRANTEE have executed this instrument this _____ day of _____, 2007.

GRANTOR

_____
Washington County

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 2007, personally appeared before me, James K. Hardley, the signer of the foregoing instrument, who acknowledged to me that he is the Chairman of the Washington County Commission and that he signed the foregoing Right-of-Way Easement Agreement by authority of a resolution duly passed and approved for that purpose.

_____
NOTARY PUBLIC
Residing at:_____

GRANTEE

_____
Ash Creek Special Service District

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

On the _____ day of _____, 2007, personally

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appeared before me Ethelyn Humphries, the signer of the foregoing instrument, who acknowledged to me that she is the Chairman of the Administrative Control Board of Ash Creek Special Service District and that she signed the foregoing Right-of-Way Easement Agreement by authority of a resolution duly passed and approved for that purpose.

_____
NOTARY PUBLIC
Residing at: _____

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EXHIBIT "A" 071980

LEGAL DESCRIPTION FOR
ASH CREEK SSD
100.00 FOOD WIDE CONSTRUCTION SEWER EASEMENT
WASHINGTON COUNTY PROPERTY
(April 10, 2007)

A 15.00 foot wide perpetual sewer easement and a 100.00 foot wide construction sewer easement located in Section 26, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said construction easement being 50.00 feet each side of the centerline described below, however Grantor and Grantee shall mutually designate a meandering area of allowed disturbance within this easement that is anticipated to vary along the final utility alignment from 25.00 to 50.00 feet in width. This flexibility is important to enable the construction and installation of the sewer pipeline or pipelines in a manner that minimizes long-term impacts to the conservation values of the property. Areas within the right-of-way but outside designated disturbance areas shall not be impacted by construction without written permission of the Grantor. After the construction has been completed, the perpetual easement shall be 15.00 feet in width, to be described at a later date, "as built," upon completion of the project.

Commencing at the South ¼ Corner of said Section 23; Thence North 89°28'15" West, 841.84 feet along the section line;
Thence South, 368.24 feet to the **POINT OF BEGINNING**, said point also being on the northerly line of a parcel of land recorded in Book 1455, Page 1955, Official Washington County Records;
Thence South 19°17'16" East, 115.29 feet;
Thence South 15°13'54" East, 141.82 feet;
Thence South 37°35'15" East, 100.49 feet;
Thence South 36°31'21" East, 162.97 feet;
Thence South 15°22'01" East, 194.84 feet;
Thence South 27°44'58" East, 72.34 feet;
Thence South 41°10'15" East, 88.01 feet;
Thence South 54°18'33" East, 110.18 feet;
Thence South 60°08'32" East, 767.12 feet;
Thence South 79°14'39" East, 130.34 feet;
Thence South 87°12'52" East, 232.46 feet;
Thence South 77°11'32" East, 413.19 feet;
Thence North 58°27'30" East, 50.51 feet to the **POINT OF TERMINUS**, said point being on the southerly line of a parcel of land recorded in Book 297, Page 1497, Official Washington County Records.

Perpetual easement contains 0.89 acres more or less.
Length = 2579.56 feet

TAX ID NOS

LV-45-A,LV-46-A-1,LV-45-B,LV-45-D,LV-45-E,LV-166-B,LV-166-C,LV-50-B,LV-167-B,H-3-1-26-121,H-3-1-26-122,H-3-1-26-131,H-3-1-26-133,& H-3-1-23-33011

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00691045 Bk 1374 Pg 1389
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2000 JUL 18 16:36 PM FEE $.00 BY RS
FOR: WASHINGTON COUNTY

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 14 day of July, 2000, by WASHINGTON COUNTY, a political subdivision of the State of Utah, having an address at 197 E. Tabernacle, St. George, UT 84770 (the "Grantor"), in favor of the State of Utah DEPARTMENT OF NATURAL RESOURCES, having an address at 1594 West North Temple, Suite 3710, P.O. Box 145610, Salt Lake City, UT 84114-5610 ("Grantee"), Grantor and Grantee hereinafter jointly referred to as the "Parties."

WITNESSETH

WHEREAS, Grantor is the sole owner in fee simple of certain real property consisting of approximately 125 acres, more or less, located in Washington County, Utah, and more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property"); and

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

WHEREAS, the preservation of the Conservation Values of the Property are consistent with the goals of Grantee and the Virgin River Management Plan and the proposed Virgin River Resource Management and Recovery Program, and the establishment of this conservation easement will provide public benefits by: protecting and enhancing water quality and water supplies; protecting wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting riparian areas; maintaining and restoring natural ecosystem functions; and, maintaining cultural, recreational, scenic, agricultural and historic values.

WHEREAS, a significant portion of the property lies within the floodplains of LaVerkin Creek, Ash Creek and the Virgin River and restoration and protection of the 100-year floodplain is consistent with the commitment to protect and maintain critical habitat for native fish populations; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, dated July 12, 2000, attached hereto as Exhibit "B" and incorporated by this reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree to provide, collectively, as an accurate representation of the property at the time of this grant and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

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

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

WHEREAS, In June of 1999, the Virgin River Management Plan ("VRMP") was finalized and approved by numerous entities, including Washington County, the municipalities of Hurricane and LaVerkin, the Utah Department of Natural Resources and the Washington County Water Conservancy District, with the joint goals of conserving, enhancing, protecting and recovering native species and their habitat; and

WHEREAS, protection of the Conservation Values of the Property will significantly contribute to the realization of the goals of the VRMP;

NOW THEREFORE, in consideration of TEN DOLLARS ($10.00) and other good an valuable consideration, receipt of which is hereby acknowledged, including the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to Section 170(h) of the Internal Revenue Code, and the laws of the State of Utah and in particular the Utah Land Conservation Easement Act, Utah Code Ann. § 57-18-1 et. seq., the Grantor does hereby voluntarily grant and convey to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purposes of this Easement are to assure that the Property will be retained predominantly in its natural, open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, which are described and documented in Baseline Documentation attached as Exhibit B, except as otherwise provided in this Easement. This Easement intends to: protect and enhance water quality and water supplies; protect wildlife habitat and maintain habitat connectivity and related values to ensure biodiversity; protect riparian areas; maintain and restore natural ecosystem functions; protect prehistoric and historic cultural sites; protect and enhance non-motorized, outdoor recreational opportunities; protect scenic vistas; maintain viable agricultural uses; protect historic values, and; encourage the public awareness and appreciation of the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are consistent with this Easement and the provisions of this Easement.

2. Authority. This Easement acquisition is authorized by Chapter 18, title 57 of the Utah Code.

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

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

(b) To enter upon the Property at reasonable times in order to monitor Grantor's

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compliance with and otherwise enforce the terms of this Easement, provided that such entry shall be upon prior reasonable notice to Grantor except in emergencies or cases of suspected deliberate violations, and Grantee shall not unreasonably interfere with Grantors' use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with this Easement and to remedy any areas or features of the Property that may be damaged by any inconsistent activity or use by Grantor, in accordance with Paragraph 12.

4. Prohibited Uses. Any activity on or use of the Property inconsistent with this Easement is prohibited. Except as set forth elsewhere in this Easement, the following activities and uses are expressly prohibited:

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

(b) No Structures and Improvements. Except for existing structures on the Property and structures consistent with Paragraphs 5 and 8(c), no building, structure, or other improvements of any kind, temporary or permanent, shall be constructed or maintained on the property including, but not limited to, houses, towers, commercial satellite dishes, sheds, tanks, mobile homes, dams, impoundments, and communication equipment.

(c) Mineral Development. No surface or subsurface mining shall be permitted, except to enhance the Conservation Values with mutual agreement of the parties.

(d) Easements Across the Property. Grantor shall not grant any easements to Third Parties on or across the Property, except for purposes of the Reserved Rights set forth in Paragraph 5 below or to enhance the Conservation Values.

(e) Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property are prohibited unless such changes: 1) were caused by the forces of nature; or 2) may be permitted by Paragraph 5 below, Reserved Rights.

(f) Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials, except for the temporary storage or treatment of waste materials as may be generated in the normal use of the property by activities expressly permitted in Paragraph 5 below, Reserved Rights and which are in accordance with applicable state laws.

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

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(h) Signs and Billboards. No sign or billboard shall be placed on the Property, except to: 1) state the name of the Property, or any portion thereof, and the purpose for which the property is being preserved; 2) state that the protection of the Property is being managed to meet the goals of the VRMP and the VRRMRP; 3) state that the protection provided to the Property was through a transaction in which The Trust for Public Land and the Virgin River Land Preservation Association participated; 4) control unauthorized entry or use of the Property; 5) provide directions or other information as to the location of trails or places of interest; 6) provide factual information concerning places or matters of interest and/or significance to the Property, and; 7) provide information regarding regulations governing the use of the Property. Signs shall be no larger than twenty five (25) square feet in area. This paragraph shall not prohibit Grantee from displaying such signs as it may customarily use to identify lands under conservation easement and the terms of such conservation easement; provided however, that the location of any such signs placed by Grantee shall be subject to receipt of Grantor's prior approval for same.

(i) Utility Rights-of-way. Except for currently existing utility rights-of-way, no new utility rights-of-way shall be granted within the Property after the date of this instrument except as may be imposed pursuant to a valid power of condemnation or other process of law or as may be used by Grantor in connection with use of allowed structures and improvements on the Property.

(j) Non-Native Species. No non-native species shall be introduced onto the property, except for livestock and agricultural crops allowed under Paragraph 5 (b).

(k) Organized Sports Facilities. No soccer, football, baseball, golf, tennis, swimming or other highly developed recreational facility shall be permitted.

(l) Hunting, Trapping or Fishing. No hunting, trapping or fishing shall be permitted on the Property, except as may be authorized by property managers in accordance with an approved management plan, to protect native animal populations and native vegetation and to reasonably control potential nuisance animals.

(m) Grazing in Fenced Pastures. To protect areas of critical habitat, no grazing of livestock shall be permitted outside of fenced pastures, nor within the riparian corridor, which is defined as the channels that contain the watercourses of the Virgin River, Ash and LaVerkin Creeks and the area located within each stream's banks.

(n) Construction of New Roads. The construction of new roads on the property shall be prohibited, except to accommodate naturally-caused or human-engineered stream relocation or to provide access to improvements as permitted in Paragraph 5 of this Easement and consistent with Paragraph 8(a).

(o) Use of Motorized Recreational Vehicles. The use of motorized recreational vehicles, including three-wheelers, four-wheelers, dirt bikes, and all-terrain vehicles that because

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of their noise, exhaust, or other offensive characteristics impair conservation values or disturb wildlife or the public's quiet enjoyment of the Property shall be prohibited, except for transportation and maintenance uses performed by property managers.

5. Reserved Rights. It is the Grantor's intent to preserve and to maintain the Property in its predominantly natural, open space condition. Grantor reserves to itself, and to its representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein. Without limiting the generality of the foregoing, the following rights are expressly reserved:

(a) Vegetation Management. Except as prohibited in this Easement, vegetation management activities are permitted on the Property, including revegetation of native trees and plants, and the cutting and removal of vegetation, including non-indigenous plant life, to abate disease or infestation or to perpetuate a healthy environment in accordance with the provisions of an approved management plan and all Federal and State laws and regulations.

(b) Agricultural Uses and Activities. Agricultural uses, including growing, raising, harvesting, production and storage of crops, grazing and keeping of livestock, tilling soil, burning fields, removal of noxious weeds, irrigation and irrigation structures, livestock watering structures, construction and maintenance of necessary agricultural structures, and commercial agricultural uses such as the sale of crops, small scale livestock operations, including stabling, boarding, lessons, guided excursions, but excluding confined animal feeding operations.

(c) Recreational Uses. Hiking, bicycling and equestrian trails and uses, picnicking, wildlife viewing and sanitary facilities.

(d) Bridges. Construction and maintenance of bridges over watercourses as approved by governing agencies and as consistent with an approved management plan.

(e) Natural Science Research. Biological, geological and archeological research activities shall be permitted on the Property.

(f) Parking. Parking is permitted to accommodate the uses to which the Property may be made, consistent with Paragraph 8(a) and the intent to maintain the Property in a natural, scenic, open space condition.

(g) Educational/Cultural/Species Enhancement and Preservation and Maintenance Facilities. Consistent with Paragraph 8(c), noncommercial educational structures, e.g., small scale nature center and outdoor amphitheater, are permitted, as are structures necessary to the management and maintenance of the Property, e.g., equipment storage sheds, residential and nonresidential caretaker facilities, fencing, sewage treatment facility (if consistent with habitat and species objectives), and structures for the benefit of native species.

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(h) Public Access. Grantor may allow public access to the Property to engage in any permitted activities, consistent with the Property Management Plan.

(i) Trails. To construct a reasonable number of trails on the Property for purposes of foot, horse, bicycle and handicapped travel across the Property, consistent with Paragraph 8(b).

(j) Species Enhancement. To enhance populations of listed species, see Exhibit C, including native fish, birds, and reptiles.

(k) Property Management. To manage the Property, pursuant to the provisions of an approved Property Management Plan, as it may be amended from time to time.

(l) Habitat Enhancement. To enhance habitat values of the Property, including by way of example and not limitation, removal of the diversion on LaVerkin Creek and realign tributary channels thereon to naturalize the stream channel and to increase meander for the purposes of improving conditions for native fish.

6. Property Management Plan. Grantor will develop, approve and implement a Management Plan for the property, in consultation with Grantee, which more specifically designates special management areas and sets forth management prescriptions for uses that protect the Conservation Values of the property in a manner consistent with the terms of this Easement while allowing for and locating uses reserved by Grantor in Paragraph 5, Reserved Rights. The Management Plan shall incorporate dispersed recreation, necessary recreation facilities, and environmental education opportunities that complement and do not significantly detract from critical habitat values. The Plan shall also outline architectural guidelines which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment. The Management Plan may be amended, from time to time, in consultation with Grantee as necessary to effectively manage the Property and to respond to changing conditions and information.

7. Notice. Before undertaking to construct or build any fences, roads, improvements or structures pursuant to any reserved right under paragraph 5 above. Grantor shall provide 30 days notice to Grantee in writing prior to taking action, including a written plan describing the undertaking. In the event that emergency actions are required to mitigate a situation which threatens public health, safety, or welfare, Grantor shall notify Grantee within 48 hours following any emergency action taken.

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

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(a) Roads and Parking Areas. Consistent with applicable safety standards, construction, improvement and maintenance of any road will be performed in a fashion and manner so as to:

i. minimize the width, length and overall size of the road or parking area;

ii. maximize the ability of the road or parking area to be reclaimed and returned to a natural state if and when it is no longer required or needed;

iii. maximize the road or parking area's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that emphasizes a natural, rustic appearance.

(b) Trails. Consistent with applicable safety standards, construction, improvement and maintenance of any trail will be performed in a fashion and manner so as to:

i. minimize the width of the trail;

ii. maximize the trail's aesthetic appearance, consistent with the Conservation Values of the Property, in a manner that retains a more natural, rustic appearance, including surfacing using cinders, gravel, wood chips, or other natural materials, rather than paving with asphalt or concrete except as required to meet applicable ADA standards;

(c) Structures. Grantor intends that any new Structures on the Property will be constructed in harmony with the Conservation Values and consistent with maintaining the Property in its predominantly natural, scenic, open space condition. Architectural guidelines, which ensure that the construction and maintenance of structures on the Property will be designed to, and made of materials that, blend aesthetically with the natural environment, shall be incorporated into the Management Plan for the Property.

(d) Floodplain Avoidance Area. To achieve the restoration and protection of riparian habitat, Grantor will locate uses and activities that significantly alter the natural function of the floodplain outside of the 100-year floodplain when reasonably possible.

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

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Washington County, Utah.

10. General Provisions.

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

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

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

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

11. Violations and Remedies. Grantee may enforce any term or condition of this Easement as follows:

a. Remedies. If Grantee believes that Grantor is in violation of the terms of this easement or that a violation is threatened, Grantee shall give written notice to Grantor of the alleged violation and request corrective action. Grantor and Grantee agree to endeavor in good faith to resolve any dispute regarding any alleged violation of the easement. If Grantor and Grantee are unable to resolve a dispute regarding an alleged violation within 45 days from Grantor's receipt of written notice despite the parties' best efforts to do so, either party may file suit in a Utah State Court of appropriate jurisdiction to obtain any legal or equitable remedy permitted by law. However, in no event will Grantor be liable for damages or subject to any other remedy, including mandatory or prohibitive injunctive relief, for any harm to the Property or violation of the Easement caused by any third-party.

b. Costs of Enforcement. The parties shall bear their own costs, including attorney's fees, in any action brought with respect to this easement.

c. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed to be a continuing waiver or a waiver of any subsequent

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breach, whether of the same or any other provision of this Agreement.

d. Condemnation. If all or any part of this Property is taken be exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu of purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor or Grantee in connection with the taking of in lieu purchase shall be paid out of the amount recovered. Any remaining amount shall be paid out to the parties in accordance with the value of their interest in the remaining Property. In the event the amount of damages recovered does not cover the costs incurred by the Parties, Grantor and Grantee shall each bear their own costs in excess of the amount recovered.

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

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

GRANTOR

WASHINGTON COUNTY,
a political subdivision of the State of Utah

By: _____

Name: Calvin R. Robison

Title: Chair/Auditor

Date: July 14, 2000

Kaye Findlay
July 14, 2000

KAYE FINDLAY
NOTARY PUBLIC • STATE of UTAH
197 EAST TABERNACLE
ST. GEORGE, UTAH 84770
COMM. EXP. 5-22-2004

GRANTEE

DEPARTMENT OF NATURAL RESOURCES

By: _____

Name: Kathleen Clarke

Title: Executive Director

Date: July 11, 2000

Marilyn Moore
July 11, 2000

NOTARY PUBLIC
MARILYN MOORE
1419 Baroness Place
Salt Lake City, Utah 84116
My Commission Expires
March 1, 2003
STATE OF UTAH

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EXHIBIT A

Property Subject to Conservation Easement

Beginning at the North Quarter Corner of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian and running thence South 0°11'19" West, 1321.61 feet along the Center Section Line; thence North 56°59'38" East, 358.64 feet; thence North 24°49'12" East, 339.99 feet; thence South 66°19'09" East, 144.19 feet to the point of a 70.00 foot radius curve to the right; thence Southeasterly along the arc of said curve through a central angle of 47°04'21", a distance of 57.51 feet; thence South 21°26'18" West, 99.28 feet; thence South 34°54'37" West, 960.37 feet; thence South 8°46'36" East, 49.91 feet; thence North 81°20'26" East, 41.69 feet to the point of a 35.00 foot radius curve to the right; thence Southeasterly along the arc of said curve through a central angle of 81°40'17", a distance of 49.89 feet to the point of tangency; thence South 16°59'17" East, 156.14 feet to the point of a 330.00 foot radius curve to the left; thence Southeasterly along the arc of said curve through a central angle of 16°09'28", a distance of 93.06 feet to the point of tangency; thence South 33°08'45" East, 113.45 feet; thence North 80°51'26" East, 275.50 feet; thence South 15°15'13" West, 42.18 feet; thence South 22°18'58" West, 103.11 feet; thence South 3°36'00" West, 230.23 feet; thence South 50°08'30" West, 158.80 feet; thence South 13°14'28" West, 372.12 feet; thence South 49°34'00" West, 197.94 feet; thence South 74°19'00" West, 318.78 feet; thence South 22°17'00" West, 131.40 feet; thence South 28°03'00" East, 182.50 feet; thence South 8°37'00" West, 258.10 feet; thence South 10°21'00" West, 179.57 feet; thence South 13°09'00" West 228.01 feet; thence North 84°06'24" West, 30.17 feet; thence South 55°21'31" West, 54.62 feet; thence South 37°39'36" West, 25.94 feet; thence South 13°51'56" West, 61.15 feet; thence South 27°02'14" East, 33.10 feet; thence South 13°06'20" East, 26.69 feet; thence South 18°25'00" West, 203.89 feet; thence South 47°52'31" East, 167.83 feet; thence North 38°43'14" East, 17.31 feet; thence South 19°26'32" East, 108.65 feet; thence South 25°11'11" East, 46.35 feet; thence South 38°22'56" East, 40.93 feet; thence South 20°30'28" West, 37.93 feet to the point of a 169.73 foot radius curve to the left; thence Southwesterly and Southeasterly along the arc of said curve through a central angle of 46°44'37", a distance of 138.47 feet to the point of tangency; thence South 26°14'32" East, 44.21 feet; thence South 89°46'00" West, 103.84 feet; thence South 5°48'19" East, 71.17 feet; thence South 0°14'00" East, 33.00 feet; thence South 52°48'18" East, 236.42 feet to a point on a curve to the right, the radius point of which bears North 84°10'42" West, 27.50 feet distant; thence Southwesterly along the arc of said curve through a central angle of 60°21'31", a distance of 28.97 feet to the point of tangency; thence South 66°10'49" West, 124.68 feet; thence South 57°59'22" West, 117.71 feet; thence South 46°17'16" West, 117.71 feet; thence South 10°35'37" West, 118.98 feet; thence South 45°48'35" West, 144.10 feet to a point on the North Line of Sectional Lot 6 of Section 27, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence North 89°52'17" West, 315.17 feet along said North Line to a point on the Easterly Bank of the Virgin River; thence North 11°41'53" West, 565.63 feet along said Easterly Bank; thence North 19°31'56" West, 237.42 feet along said Easterly Bank to a point on the Easterly Line of that parcel as described in Book 494 at page 411, Records of Washington County; thence

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North 0°14'56" East, 243.67 feet to the Northeast Corner of said parcel; thence North 89°55'47" West, 87.54 feet along the Northerly Line of said parcel to a point on the Easterly Bank of the Virgin River; thence North 19°31'56" West, 192.02 feet along said Easterly Bank to a point on the thread of LaVerkin Creek; thence North 36°22'27" West, 258.14 feet along said Easterly Bank to a point on the thread of Ash Creek; thence along said thread of Ash Creek the following eleven courses: North 22°54'33" East, 338.00 feet; thence North 19°08'33" East, 207.00 feet; thence North 3°52'33" East, 186.00 feet; thence North 10°50'27" West, 237.00 feet; thence North 18°30'27" West, 240.00 feet; thence North 48°11'27" West, 214.00 feet; thence North 40°07'27" West, 75.00 feet; thence North 54°19'27" West, 62.00 feet; thence North 78°18'27" West, 60.00 feet; thence North 48°49'27" West, 210.00 feet; thence North 61°22'27" West, 136.89 feet to a point on the Center Section Line of said Section 23; thence North 89°47'57" West, 165.64 feet along said Center Section Line; thence North 0°10'36" West, 331.50 feet; thence South 89°45'55" East, 991.72 feet; thence South 89°46'24" East, 602.17 feet; thence North 0°05'22" East, 990.00 feet; thence North 89°54'38" West, 222.00 feet; thence North 0°05'22" East, 1320.00 feet; thence North 89°57'06" East, 662.29 feet to the point of beginning.

LESS AND EXCEPTING the following:

Beginning at a point South 6°49'43" West, 3,376.24 feet from the South Quarter Corner of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence South 8°23'46" East, 30.00 feet; thence South 81°36'14" West, 20.00 feet; thence North 8°23'46" West, 30.00 feet; thence North 81°36'14" East, 20.00 feet to the point of beginning.

The Basis of Bearings for this description is South 89°20'26" East along the North Line of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian, as determined by the Monuments shown on Record of Survey Plat Bush & Gudgell, Inc. Job Number 7197RS, which is attached to this Exhibit A.

SUBJECT TO ALL RESERVATIONS, EASEMENTS AND OTHER MATTERS OF RECORD, INCLUDING WITHOUT LIMITATION THE FOLLOWING:

1. Subject to a Right of Way Easement, dated OCTOBER 12, 1932, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded DECEMBER 3, 1932, as Entry No. 37103, in Book U-8, at Page 89, Official Washington County Records. (Affects that portion of said property lying within Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian) (General Easement - Exact location un-defined)

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2. Subject to an Easement in favor of SOUTHERN UTAH POWER COMPANY, for utilities and incidental purposes, and rights incidental thereto, as set forth in Instrument recorded JUNE 12, 1940, as Entry No.54755, in Book U-9, at Page 455, Official Washington County Records. (Affects a 20.0 foot wide strip located in the extreme Southerly portion of subject property and also affects other property.)

3. Subject to a Right of Way Easement in favor of THE CITY OF ST. GEORGE, for pipelines and roadways, and rights incidental thereto, as set forth in Deed recorded FEBRUARY 13, 1957, as Entry No.102949, in Book S-10, at Page 543, Official Washington County Records. (Affects that portion of said property lying within Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)(General Easement - Exact location un-defined) (Also affects other property)

4. Subject to a Right of Way Easement, dated JANUARY 26, 1972, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded MARCH 6, 1972, as Entry No.148146, in Book 115, at Pages 445, Official Washington County Records. (Affects that portion of said property lying within Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian)(General Easement - Exact location un-defined.

5. Subject to a Right of Way Easement, dated MAY 23, 1980, 5.0 feet in width, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded JUNE 6, 1980, as Entry No.216811, in Book 272, at Pages 430-431, Official Washington County Records. (NOTE: Recites "Lot 43, LaVerkin Townsite and Field Survey", but appears to be located in the extreme Southeasterly portion of subject property.)

6. Subject to an Easement in favor of CP NATIONAL, for right of way 15.0 feet in width, and rights incidental thereto, as set forth in Instrument recorded SEPTEMBER 22, 1980, as Entry No.219782, in Book 277, at Page 270, Official Washington County Records. (Affects that portion of said property lying within the Northwest Quarter of the Northeast Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

7. Less and Excepting therefrom all oil, gas and other mineral rights on said property as Reserved to Pearl DeWitt on Warranty Deed recorded JUNE 11, 1982, as Entry No.238849, in Book 311, at Page 74, Official Washington County Records. (Affects that portion of said property lying within the East Half of the Northwest Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

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8. Subject to an Easement, 10.0 feet in width, in favor of Utah Power and Light Company, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded JUNE 9, 1982, as Entry No.238785, in Book 310, at Page 981, Official Washington County Records. (Affects a 10.0 foot wide strip located in the East Half of the Southwest Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

9. Subject to a Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, for a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, and rights incidental thereto, recorded MAY 19, 1989, as Entry No.348872, in Book 523, at Pages 175-176, Official Washington County Records. (Affects a 16.0 foot wide strip located in the Southeast Quarter of the Southwest Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

10. Subject to a Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, for a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, and rights incidental thereto, recorded MAY 19, 1989, as Entry No.348873, in Book 523, at Pages 177-178, Official Washington County Records. (Affects a 16.0 foot wide strip located in the Southeast Quarter of the Southwest Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

11. Subject to a Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, for a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, and rights incidental thereto, recorded MAY 19, 1989, as Entry No.348878, in Book 523, at Pages 192-193, Official Washington County Records. (Affects a 50.0 foot wide strip located in the Southeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

12. Subject to a Right of Way and Easement Grant, in favor of Mountain Fuel Supply Company, for a right of way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves, valve boxes and other gas transmission and distribution facilities, and rights incidental thereto, recorded MAY 19, 1989, as Entry No.348879, in Book 523, at Pages 194-196, Official Washington County Records. (Affects a 50.0 foot wide strip located in the Northwest Quarter of Section 26; and also affects other property)

13. Subject to an Easement, dated JANUARY 8, 1990, in favor of PacifiCorp, an Oregon Corporation, dba Utah Power and Light Company, for the construction,

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operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded JANUARY 18, 1990, as Entry No.359550, in Book 547, at Pages 637-638, Official Washington County Records. (Affects three 40.00 foot wide strips located in the East Half of the West Half of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

14. Subject to an Easement in favor of ASH CREEK SPECIAL SERVICE DISTRICT, for the construction and maintenance of a sewer line 20.00 feet in width, and rights incidental thereto, as set forth in Quit-Claim Deed recorded MARCH 11, 1994, as Entry No.460674, in Book 802, at Page 76, Official Washington County Records. (Affects a 20.00 foot wide strip located in the West Half of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

15. Subject to an Easement in favor of UTAH DEPARTMENT OF TRANSPORTATION, for the construction of cut and/or fill slopes and necessary drainage ditches, and rights incidental thereto, as set forth in Easement recorded AUGUST 21, 1995, as Entry No. 507822, in Book 929, at Page 658-659, Official Washington County Records. (Affects that portion of subject property lying adjacent to State Highway No. 17, located in the Southeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

16. Subject to an Easement in favor of ASH CREEK SPECIAL SERVICES DISTRICT, for the right to use, operate, inspect, repair, maintain, replace or remove a sewer line over, across, and through said land, and rights incidental thereto, as set forth in Utility Easement recorded JANUARY 23, 1996, as Entry No.521188, in Book 967, at Page 775, Official Washington County Records. (Affects a 15.0 foot wide strip located in the West Half of the Northeast Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

17. Subject to an Easement, dated NOVEMBER 12, 1996, in favor of PacifiCorp, an Oregon Corporation, dba Utah Power and Light Company, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded NOVEMBER 21, 1996, as Entry No.550100, in Book 1054, at Pages 81-82, Official Washington County Records. (Affects an area located in the Northwest Quarter of the Northeast Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian and also affects other property).

18. Subject to a Right of Way Easement in favor of ASH CREEK SPECIAL SERVICE DISTRICT, for the right to construct, reconstruct, install, replace, remove, repair and maintain an underground sewer pipeline or pipelines, together with the right of ingress and egress through any adjacent lands, and rights

incidental thereto, as set forth in Right of Way Easement recorded APRIL 21, 1997, as Entry No. 563473, in Book 1093, at Pages 203-204, Official Washington County Records. (Affects a 15.0 foot wide strip located in the East Half of the Southeast Quarter of the Southeast Quarter (E/2 SE/4 SE/4) of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

19. Subject to an Easement, in favor of PacifiCorp, an Oregon Corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded APRIL 6, 1998, as Entry No.597762, in Book 1198, at Pages 151-152, Official Washington County Records. (Affects two 10.0 foot wide strips located in the West Half of the Northeast Quarter of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

20. Subject to an Easement, in favor of PacifiCorp, an Oregon corporation, its successors and assigns, for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, and rights incidental thereto, by Instrument recorded NOVEMBER 12, 1998, as Entry No. 625997, in Book 1282, at Pages 646-647, Official Washington County Records. (Affects a strip of undetermined width located in the Southeast Quarter of the Southeast Quarter of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian)

21. Any title, interest, rights or claims adverse to the Vestees herein existing or claimed to exist by reason of the fact that any portion or portions of said land are now or at any time, have been below the ordinary high water mark of the Virgin River, or by reason of the fact or claim that any portion or portions thereof have been formed, created, built up, uncovered, rendered unnavigable, or joined to another portion of said land, or brought within the boundaries of said land, by avulsion, or by sudden or rapid change, or by any other natural causes, or have been formed by accretion to any such portion or portions.

22. Subject to a secondary access easement retained by Shady Acres, Inc., the width of which will be determined by the requirements of the town of LaVerkin for future subdivision of the remaining Shady Acres, Inc. property, not to exceed 50 feet maximum, the centerline of which is described as follows:

Beginning at a point which lies South 89°20'26" East, 506.03 feet along the Section Line and South 841.15 feet from the North Quarter Corner of Section 23, Township 41 South, Range 13 West, Salt Lake Base and Meridian; and running thence South 23°40'51" West, 220.67 feet to the point of 145.00 foot radius curve to the right; thence Southwesterly along the arc of said curve through a central angle of 33°18'47", a distance of 84.31 feet to the point of tangency; thence South

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56°59'38" West, 386.02 feet to the point of a 205.00 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 18°00'56", a distance of 64.46 feet to the point of tangency; thence South 38°58'42" West, 165.31 feet to the point of a 407.77 foot radius curve to the left; thence Southwesterly along the arc of said curve through a central angle of 43°06'01", a distance of 306.74 feet to the point of a 70.00 foot radius compound curve to the left; thence Southeasterly and Northeasterly along the arc of said curve through a central angle of 94°39'17", a distance of 115.64 feet to the point of tangency; thence North 81°13'24" East, 149.87 feet to the end of said easement centerline, as set forth in the Instrument recorded July 18, 2000, as entry number 691044, in book 1374, at pages 1384-1388, Official Washington County Records.

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EXHIBIT B

Inventory of Baseline Documents
July 12, 2000

1. Baseline Inventory Worksheet for Land Easement Acquisitions.

2. The Confluence Project – Phase One Baseline Documentation Photo Points Map dated July 1, 2000.

3. 91 photographic slides dated July 1, 2000.

4. 22 photographic prints of the slides numbered 1, 4, 6, 12, 15, 20, 28, 35, 44, 50, 56, 57, 58, 68, 76, 77, 79, 83, 87, 89, 90, and 91.

5. Copy of Final Title Commitment.

6. Copy of Phase 1 Environmental Site Assessment Shady Acres Tract LaVerkin, Utah, Project No. 2000390, dated April 26, 2000.

Copies of Baseline Documents are on file with State of Utah Department of Natural Resources and the Washington County Clerk's Office.

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Exhibit C

Native Species of the Virgin River Basin

	Status ESA	UT	NV	AZ
Plants:				
Holmgren milkvetch (*Astragalus holmgreniorum*)	C1			
Beaver Dam milkvetch	C2			
Hay's sedge (*Carex haysii*)	C2			
Virgin thistle (*Cirsium virginensis*)	C2			
Zion tansy (*Sphaeromeria ruthiae*)				
Cliff jamesia (*Jamesia americana*)	C2			
Nevada goldenrod				
Virgin phacelia (*Phacelia cephalotes*)				
Invertebrates:				
Tiger beetle (*Cicindela oregona*)	C2			
Utah hydroporous diving beetle (*Hygrotus utahensis*)	C2			
Utah minute moss beetle (*Limnebius crassulus*)	C2			
Utah water scavenger beetle (*Chaetarthria utahensis*)	C2			
MacNeil sooty wing skipper (*Hesperopsis gracielae*)	C2			
Zion canyon snail (*Physa zionis*)	C2	S		
Desert spring snail (*Pyrgulopsis deserta*)		S		
Fish:				
Virgin spinedace (*Lepidomeda mollispinis*)	PT	E	P	E
Woundfin (*Plagopterus argentissimum*)	E	E	E	E
Virgin River chub (*Gila seminuda*)	E	E	S	E
Flannelmouth sucker (*Catostomus latipinnis*)	C2	S		
Desert sucker (*Catostomus clarki*)	C2	S		
Speckled dace (*Rhinichthys osculus*)				
Amphibians:				
Tiger salamander (*Ambystoma tigrinum*)				
Southwestern toad (*Bufo microscaphus*)	C2	S		
Red-spotted toad (*Bufo punctatus*)				
Woodhouse's toad (*Bufo woodhousei*)				
Great Basin spadefoot (*Spea intermontanus*)				
Canyon treefrog (*Hyla arenicolor*)				
Pacific treefrog (*Hyla regilla*)		S		
Northern leopard frog (*Rana pipiens*)				C
Lowland leopard frog (*Rana yavapaiensis*)	C2	S		C
Relict leopard frog (*Rana onca*)	3A	S		
Reptiles:				
Desert tortoise (*Gopherus agassizii*)	T	E	T	C
Utah banded gecko (*Coleonyx variegatus*)		S		
Desert night lizard (*Xantusia vigilis*)		S		
Desert iguana (*Dipsosaurus dorsalis*)		S		
Western chuckwalla (*Sauromalus obesus*)	C2	S		
Collared lizard (*Crotophytus collaris*)				
Long-nosed leopard lizard (*Gambelia wislizenii*)				
Zebra-tailed lizard (*Callisaurus draconoides*)		S		
Desert spiny lizard (*Sceloporus magister*)				
Western fence lizard (*Sceloporus occidentalis*)				
Eastern fence lizard (*Sceloporus undulatus*)				
Sagebrush lizard (*Sceloporus graciosus*)				
Tree lizard (*Urosaurus ornatus*)				
Long-tailed brush lizard (*Urosaurus graciosus*)				
Side-blotched lizard (*Uta stansburiana*)				
Short-horned lizard (*Phrynosoma douglassi*)				
Desert horned lizard (*Phrynosoma platyrhinos*)				
Great Basin skink (*Eumeces skiltonianus*)				
Western whiptail (*Cnemidophorus tigris*)				
Plateau striped whiptail (*Cnemidophorus velox*)		S		
Banded gila monster (*Heloderma suspectum*)	C2	E	S	
Western blind snake (*Leptotyphlops humilis*)		S		
Regal ringneck snake (*Diadophis punctatus*)				
Western leaf-nosed snake (*Phyllorhynchus decurtatus*)				
Red coachwhip (*Masticophis flagellum*)				
Striped whipsnake (*Masticophis taeniatus*)				
Mojave patch-nosed snake (*Salvadora hexalepsis*)		S		
Great Basin gopher snake (*Pituophis melanoleucus*)				
Glossy snake (*Arizona elegans*)		S		
California kingsnake (*Lampropeltis getulus*)		S		

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Only federal candidate species of plants and invertebrates are included.

	Status ESA	UT	NV	AZ
Utah mountain kingsnake (*Lampropeltis pyromelana*)		S		
Long-nosed snake (*Rhinocheilus lecontei*)				
Wandering garter snake (*Thamnophis elegans*)		S		
Ground snake (*Sonora semiannulata*)				
Utah black-headed snake (*Tantilla utahensis*)		S		
Night snake (*Hypsiglena torquata*)				
Sonoran lyre snake (*Trimorphodon biscutatus*)		S		
Great Basin rattlesnake (*Crotalus viridis*)		S		
Mojave desert sidewinder (*Crotalus cerastes*)		S		
Southwest speckled rattlesnake (*Crotalus mitchellii*)		S		
Mojave rattlesnake (*Crotalus scutulatus*)				
Birds:				
Common loon (*Gavia immer*)				C
Pied-billed grebe (*Podilymbus podiceps*)		S		
Horned grebe (*Podiceps auritus*)				C
Eared grebe (*Podiceps nigricollis*)				C
Western grebe (*Aechmophorus occidentalis*)	C2			C
Clark's grebe (*Aechmophorus clarkii*)				
American white pelican (*Pelecanus erythrorhynchos*)				E
Double-crested cormorant (*Phalacrocorax auritus*)				T
American bittern (*Botaurus lentiginosus*)				
Western least bittern (*Ixobrychus exilis*)	C2			
Great blue heron (*Ardea herodias*)				
Great egret (*Casmerodius albus*)				
Snowy egret (*Egretta thula*)				
Cattle egret (*Bubulcus ibis*)				
Green-backed heron (*Butorides striatus*)				
Black-crowned night-heron (*Nycticorax nycticorax*)				
White-faced ibis (*Plegadis chihi*)	C2			
Tundra swan (*Cygnus columbianus*)				
Greater white-fronted goose (*Anser albifrons*)				
Snow goose (*Chen caerulescens*)				
Canada goose (*Branta canadensis*)				
Wood duck (*Aix sponsa*)				
Green-winged teal (*Anas crecca*)				
Mallard (*Anas platyrhynchos*)				
Northern pintail (*Anas acuta*)				
Blue-winged teal (*Anas discors*)				
Cinnamon teal (*Anas cyanoptera*)				
Northern shoveler (*Anas clypeata*)				
Gadwall (*Anas strepera*)				
American wigeon (*Anas americana*)				
Canvasback (*Aythya valisineria*0				
Redhead (*Aythya americana*)				
Ring-necked duck (*Aythya collaris*)				
Lesser scaup (*Aythya affinis*)				
Common goldeneye (*Bucephala clangula*)				
Bufflehead (*Bucephala albeola*)				
Hooded merganser (*Lophodytes cucullatus*)				
Common merganser (*Mergus merganser*)				
Red-breasted merganser (*Mergus serrator*)				
Ruddy duck (*Oxyura jamaicensis*)				
Turkey vulture (*Cathartes aura*)				
California Condor (*Gymnogyps californianus*)	E	S		E
Osprey (*Pandion haliaetus*)		S		T
Bald eagle (*Haliaeetus leucocephalus*)	E	T		E
Northern harrier (*Circus cyaneus*)				
Sharp-shinned hawk (*Accipiter striatus*)				
Cooper's hawk (*Accipiter cooperii*)				
Northern goshawk (*Accipiter gentilis*)	C2	S		C
Common black-hawk (*Buteogallus anthracinus*)				C
Swainson's hawk (*Buteo swainsoni*)		S		
Red-tailed hawk (*Buteo jamaicensis*)				
Ferruginous hawk (*Buteo regalis*)	C2	T		T
Rough-legged hawk (*Buteo lagopus*)				
Golden eagle (*Aquila chrysaetos*)				
American kestrel (*Falco sparverius*)				
Merlin (*Falco columbarius*)				
Peregrine falcon (*Falco peregrinus*)	E	E	E	C
Prairie falcon (*Falco mexicanus*)				

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	Status			
	ESA	UT	NV	AZ
Wild turkey (*Meleagris gallopava*)				
Gambel's quail (*Callipepla gambelii*)				
Virginia rail (*Rallus limicola*)				
Sora (*Porzana carolina*)				
Common moorhen (*Gallinula chloropus*)				
American coot (*Fulica americana*)				
Snowy plover (*Charadrius alexandrinus*)		C3		C
Mountain plover (*Charadrius montanus*)		C2	S	
Semipalmated plover (*Charadrius semipalmatus*)				
Killdeer (*Charadrius vociferus*)				
Black-necked stilt (*Himantopus mexicanus*)				
American avocet (*Recurvirostra americana*)				
Greater yellowlegs (*Tringa melanoleuca*)				
Lesser yellowlegs (*Tringa flavipes*)				
Solitary sandpiper (*Tringa solitaria*)				
Willet (*Catoptrophorus semipalmatus*)				
Spotted sandpiper (*Actitus macularia*)				
Whimbrel (*Numenius phaeopus*)				
Long-billed curlew (*Numenius americanus*)			S	
Marbled godwit (*Limosa fedoa*)				
Western sandpiper (*Calidris mauri*)				
Least sandpiper (*Calidris minutilla*)				
Baird's sandpiper (*Calidris bairdii*)				
Pectoral sandpiper (*Calidris melanotos*)				
Long-billed dowitcher (*Limnodromus scolopaceus*)				
Common snipe (*Gallinago gallinago*)				
Wilson's phalarope (*Phalaropus tricolor*)				
Red-necked phalarope (*Phalaropus lobatus*)				
Franklin's gull (*Larus pipixcan*)				
Bonaparte's gull (*Larus philadelphia*)				
Ring-billed gull (*Larus delawarensis*)				
California gull (*Larus californicus*)				
Herring gull (*Larus argentatus*)				
Caspian tern (*Sterna caspia*)			S	
Forster's tern (*Sterna forsteri*)				
Black tern (*Chlidonias niger*)		C2	S	
Band-tailed pigeon (*Columba fasciata*)				
White-winged dove (*Zenaida asiatica*)				
Mourning dove (*Zenaida macroura*)				
Yellow-billed cuckoo (*Coccyzus americanus*)			T	T
Greater roadrunner (*Geococcyx californianus*)				
Common barn-owl (*Tyto alba*)				
Flammulated owl (*Otus flammeolus*)				
Western screech owl (*Otus kennicotti*)				
Great horned owl (*Bubo virginianus*)				
Northern pygmy owl (*Glaucidium gnoma*)				
Western burrowing owl (*Athene cunicularia*)		C2	S	
Mexican spotted owl (*Strix occidentalis*)		T	T	T
Long-eared owl (*Asio otus*)				
Short-eared owl (*Asio flammeus*)			S	
Lesser nighthawk (*Chordeilus acutipennis*)				
Common nighthawk (*Chordeilus minor*)				
Common poorwill (*Phalaenoptilus nuttalii*)				
White-throated swift (*Aeronautes saxatalis*)				
Black-chinned hummingbird (*Archilochus alexandri*)				
Costa's hummingbird (*Calypte costae*)				
Broad-tailed hummingbird (*Selasphorus platycercus*)				
Rufous hummingbird (*Selasphorus rufus*)				
Belted kingfisher (*Ceryle alcyon*)				C
Lewis' woodpecker (*Melanerpes lewis*)			S	
Red-naped sapsucker (*Sphyrapicus nuchalis*)				
Ladder-backed woodpecker (*Picoides scalaris*)				
Downy woodpecker (*Picoides pubescens*)				
Hairy woodpecker (*Picoides villosus*)				
Northern flicker (*Colaptes auratus*)				
Olive-sided flycatcher (*Contopus borealis*)				
Western wood-pewee (*Contopus sordidulus*)				
Southwest willow flycatcher (*Empidonax traillii*)		E	E	E
Hammond's flycatcher (*Empidonax hammondii*)				
Gray flycatcher (*Empidonax wrightii*)				
Cordilleran flycatcher (*Empidonax occidentalis*)				
Black phoebe (*Sayornis nigricans*)				

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	Status			
	ESA	UT	NV	AZ
Say's phoebe (*Sayornis saya*)				
Vermilion flycatcher (*Pyrocephalus rubinus*)				
Ash-throated flycatcher (*Myiarchus tyrannulus*)				
Cassin's kingbird (*Tyrannus vociferans*)				
Western kingbird (*Tyrannus verticalis*)				
Horned lark (*Eremophila alpestris*)				
Tree swallow (*Tachycineta bicolor*)				
Violet-green swallow (*Tachycineta thalassina*)				
Northern rough-winged swallow (*Stelgidopteryx serripennis*)				
Bank swallow (*Riparia riparia*)				
Cliff swallow (*Hirundo pyrrhonota*)				
Barn swallow (*Hirundo rustica*)				
Stellar's jay (*Cyanocitta stelleri*)				
Scrub jay (*Aphelocoma coerulescens*)				
Pinyon jay (*Gymnorhinus cyanocephalus*)				
Clark's nutcracker (*Nucifraga columbiana*)				
American crow (*Corvus brachyrhynchos*)				
Common raven (*Corvus corax*)				
Black-capped chickadee (*Parus atricapillus*)				
Mountain chickadee (*Parus gambeli*)				
Plain titmouse (*Parus inornatus*)				
Verdin (*Auriparus flaviceps*)				
Bushtit (*Psaltriparus minimus*)				
Red-breasted nuthatch (*Sitta canadensis*)				
White-breasted nuthatch (*Sitta carolinensis*)				
Pygmy nuthatch (*Sitta pygmaea*)				
Brown creeper (*Certhia americana*)				
Cactus wren (*Campylorhynchus brunneicapillus*)				
Rock wren (*Salpinctes obsoletus*)				
Canyon wren (*Catherpes mexicanus*)				
Bewick's wren (*Troglodytes bewickii*)				
House wren (*Troglodytes aedon*)				
Winter wren (*Troglodytes troglodytes*)				
Marsh wren (*Cistothorus palustris*)				
American dipper (*Cinclus mexicanus*)				
Golden-crowned kinglet (*Regulus satrapa*)				
Ruby-crowned kinglet (*Regulus calendula*)				
Blue-gray knatcatcher (*Polioptila caerulea*)				
Western bluebird (*Sialia mexicana*)				
Mountain bluebird (*Sialia currucoides*)				
Townsend's solitaire (*Myadestes townsendi*)				
Swainson's thrush (*Catharus ustulatus*)				
Hermit thrush (*Catharus guttatus*)				
American robin (*Turdus migratorius*)				
Northern mockingbird (*Mimus polyglottos*)				
Sage thrasher (*Oreoscoptes montanus*)				
Bendire's thrasher (*Toxostoma bendirei*)			S	
Crissal thrasher (*Toxostoma crissale*)				
LeConte's thrasher (*Toxostoma lecontei*)				
Water pipit (*Anthus spinoletta*)				
Bohemian waxwing (*Bombycilla garrulus*)				
Cedar waxwing (*Bombycilla cedrorum*)				
Phainopepla (*Phainopepla nitens*)				
Northern shrike (*Lanius excubitor*)				
Loggerhead shrike (*Lanius ludovicianus*)			S	
Bell's vireo (*Vireo bellii*)				
Gray vireo (*Vireo vicinior*)				
Solitary vireo (*Vireo solitarius*)				
Warbling vireo (*Vireo gilvus*)				
Orange-crowned warbler (*Vermivora celata*)				
Nashville warbler (*Vermivora ruficapilla*)				
Virginia's warbler (*Vermivora virginiae*)				
Lucy's warbler (*Vermivora luciae*)				
Yellow warbler (*Dendroica petechia*)				
Yellow-rumped warbler (*Dendroica coronata*)				
Black-throated gray warbler (*Dendroica nigrescens*)				
Grace's warbler (*Dendroica graciae*)				
Northern waterthrush (*Seiurus noveboracensis*)				
MacGillivray's warbler (*Oporornis tolmiei*)			S	
Common yellowthroat (*Geothlypis trichas*)				
Wilson's warbler (*Wilsonia pusilla*)				
Yellow-breasted chat (*Icteria virens*)				
Summer tanager (*Piranga rubra*)				

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Western tanager (*Piranga ludoviciana*)					
Black-headed grosbeak (*Pheucticus melanocephalus*)					
Blue grosbeak (*Guiraca caerulea*)					
Lazuli bunting (*Passerina ciris*)			S		
			Status		
			ESA	UT	NV	AZ
Green-tailed towhee (*Pipilo chlorurus*)						
Rufous-sided towhee (*Pipilo erythrophthalmus*)						
Abert's towhee (*Pipilo aberti*)						
American tree sparrow (*Spizella arborea*)						
Chipping sparrow (*Spizella pallida*)						
Brewer's sparrow (*Spizella breweri*)						
Black-chinned sparrow (*Spizella atrogularis*)						
Vesper sparrow (*Pooecetes gramineus*)						
Lark sparrow (*Chondestes grammacus*)						
Black-throated sparrow (*Amphispiza bilineata*)						
Sage sparrow (*Amphispiza belli*)						
Savannah sparrow (*Passerculus sandwichensis*)						
Song sparrow (*Melospiza melodia*)						
Lincoln's sparrow (*Melospiza lincolnii*)						
White-crowned sparrow (*Zonotrichia albicollis*)						
Dark-eyed junco (*Junco hyemalis*)						
Red-winged blackbird (*Agelaius phoeniceus*)						
Western meadowlark (*Sturnella neglecta*)						
Yellow-headed blackbird (*Xanthocephalus xanthocephalus*)						
Brewer's blackbird (*Euphagus cyanocephalus*)						
Great-tailed grackle (*Quiscalus mexicanus*)						
Brown-headed cowbird (*Molothrus ater*)						
Hooded oriole (*Icterus cucullatus*)						
Northern oriole (*Icterus galbula*)						
Scott's oriole (*Icterus parisorum*)						
Cassin's finch (*Carpodacus cassinii*)						
House finch (*Carpodacus mexicanus*)						
Red crossbill (*Loxia curvirostra*)						
Pine siskin (*Carduelis pinus*)						
Lesser goldfinch (*Carduelis psaltria*)						
American goldfinch (*Carduelis tristis*)						
Evening grosbeak (*Coccothraustes vespertinus*)						
Mammals:						
Merriam's shrew (*Sorex merriami*)						
Dusky shrew (*Sorex monticolis*)						
Northern water shrew (*Sorex palustris*)						E
Desert shrew (*Notiosorex crawfordi*)			S			
California leaf-nosed bat (*Macrotus californicus*)		C2				C
Little brown myotis (*Myotis lucifugus*)						
Yuma myotis (*Myotis yumanensis*)		C2				
Long-eared myotis (*Myotis evotis*)		C2				
Fringed myotis (*Myotis thysanodes*)		C2	S			
Long-legged myotis (*Myotis volans*)		C2				
California myotis (*Myotis californicus*)						
Western small-footed myotis (*Myotis ciliolabrum*)		C2				
Silver-haired bat (*Lasionycteris noctivagans*)						
Western pipistrelle (*Pipistrellus hesperus*)						
Big brown bat (*Eptesicus fuscus*)						
Western red bat (*Lasiurus blossevillii*)			S			C
Hoary bat (*Lasiurus cinereus*)						
Spotted bat (*Euderma maculatum*)		C2	S		T	C
Pale Townsend's big-eared bat (*Plecotus townsendii*)		C2	S			
Allen's lappet-browed bat (*Idionycteris phyllotis*)		C2	S			
Pallid bat (*Antrozous pallidus*)						
Brazilian free-tailed bat (*Tadarida brasiliensis*)			S			
Big free-tailed bat (*Nyctinomops macrotis*)		C2	S			
Pygmy rabbit (*Brachylagus idahoensis*)		C2				
Black-tailed jackrabbit (*Lepus californicus*)						
Mountain cottontail (*Sylvilagus nuttalli*)						
Desert cottontail (*Sylvilagus audoboni*)						
Least chipmunk (*Tamias minimus*)						
Cliff chipmunk (*Tamias dorsalis*)						
Yellow-bellied marmot (*Marmota flaviventris*)						
White-tailed antelope squirrel (*Ammospermophilus leucurus*)						
Rock squirrel (*Spermophilus variegatus*)						
Golden-mantled ground squirrel (*Spermophilus lateralis*)						
Red squirrel (*Tamiasciurus hudsonicus*)						

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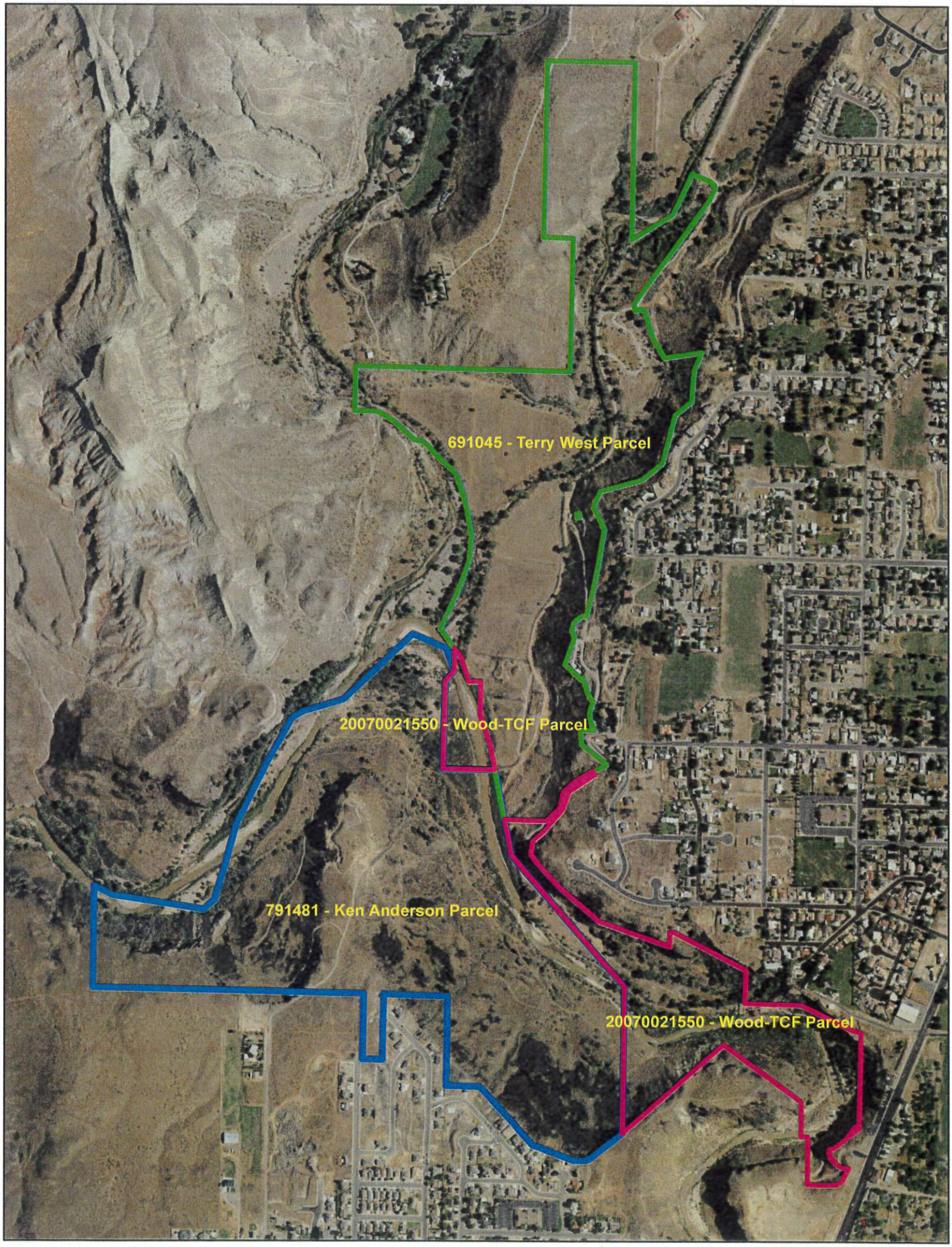
	Status			
	ESA	UT	NV	AZ
Virgin River pocket gopher (*Thomomys bottae*)			S	
Virgin little pocket mouse (*Perognathus longimembris*)				
Great Basin pocket mouse (*Perognathus parvus*)				
Long-tailed pocket mouse (*Chaetodipus formosus*)				
Desert pocket mouse (*Chaetodipus penicillatus*)				
Ord's kangaroo rat (*Dipodomys ordii*)				
Chisel-toothed kangaroo rat (*Dipodomys microps*)			S	
Merriam's kangaroo rat (*Dipodomys merriami*)		C2	S	
Desert kangaroo rat (*Dipodomys deserti*)			S	
Beaver (*Castor canadensis*)				
Western harvest mouse (*Reithrodontomys megalotis*)				
Canyon mouse (*Peromyscus crinitus*)				
Cactus mouse (*Peromyscus eremicus*)			S	
Deer mouse (*Peromyscus maniculatus*)				
Brush mouse (*Peromyscus boylii*)				
Pinyon mouse (*Peromyscus truei*)				
Northern grasshopper mouse (*Onychomys leucogaster*)				
Southern grasshopper mouse (*Onychomys torridus*)			S	
Desert woodrat (*Neotoma lepida*)				
Bushy-tailed woodrat (*Neotoma cinerea*)				
Virgin River montane vole (*Microtus montanus rivularis*)		C2	S	
Long-tailed vole (*Microtus longicaudus*)				
Muskrat (*Ondatra zibethicus*)				
Porcupine (*Erethizon dorsatum*)				
Coyote (*Canis latrans*)				
Kit fox (*Vulpes macrotis*)				
Gray fox (*Urocyon cinereoargenteus*)				
Ringtail (*Bassariscus astutus*)			S	
Raccoon (*Procyon lotor*)				
Long-tailed weasel (*Mustela frenata*)				
Badger (*Taxidea taxus*)				
Western spotted skunk (*Spilogale gracilis*)				
Striped skunk (*Mephitis mephitis*)				
Mountain lion (*Felis concolor*)				
Bobcat (*Lynx rufus*)				
Mule deer (*Odocoileus hemionus*)				
Desert bighorn sheep (*Ovis canadensis*)				

Status
E = Endangered
T = Threatened
C1 = Candidate species (Category 1) (The U.S. Fish & Wildlife Service removed these designations in 1996, and are now considered "former C1" species)
C2 = Candidate species (Category 2) (The U.S. Fish & Wildlife Service removed these designations in 1996, and are now considered "former C2" species)
C3 = Candidate species (Category 3) (The U.S. Fish & Wildlife Service removed these designations in 1996, and are now considered "former C3" species)
3A = Extinct
PE = Proposed as endangered
PT = Proposed as threatened
S = Sensitive
P = Protected
C = Candidate for state list

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Gravel Vs Asphalt Trails

Gravel		Asphalt	
Pros	Cons	Pros	Cons
• Considered to be more natural looking • Softer on joints (running) • Cheaper initial installation cost • Better for primitive recreational experiences	• High ongoing maintenance cost • Difficult to maintain consistent surface quality • Environmental damage caused by gravel erosion • More difficult to use in wet conditions • Gravel migrates on steep trail slopes • Difficult to ride bikes, or other wheeled uses (strollers, etc.) on steep slopes • Difficult to remove silt deposits after heavy rain • Difficult to meet ADA surface standards	• Better initial surface (smooth) • Slightly cheaper than concrete in initial cost • Better for wheeled uses • Less erosion than gravel trails • Easier to remove silt deposits after heavy rain • Easier to meet ADA surface standards	• Higher initial cost • If not maintained edges can crack from vegetation • Maintenance of crack filling and sealing • Requires greater initial excavation to provide required rock base depth • Impervious surface


691045 - Terry West Parcel
20070021550 - Wood-TCF Parcel
791481 - Ken Anderson Parcel
20070021550 - Wood-TCF Parcel



ZION CORRIDOR TRAIL

CONNECTING LA VERKIN & SPRINGDALE



ABOUT 18 MILES OF NEW TRAIL
TIMELINE: FALL 2021 - FALL 2026

FOR ADDITIONAL INFORMATION

Hotline/Text: (435)531-1358
Email: trailupdates@greaterzion.com

OVERALL GOAL: TO IMPROVE ACTIVE TRANSPORTATION OPTIONS IN THE ZION CORRIDOR

By doing this our goal is to:

- Reduce traffic congestion and improve safety on Highway 9.
- Provide an alternative means of access to Zion National Park, other recreational areas and communities along the Zion Corridor.
- Increase sustainable recreational and commuting options for residents and visitors.
- Provide connections between trail systems as part of a future, regional trail network.

FUNDING

Estimated total cost of trail analysis, design, and construction is $13.5 million.

- UDOT Active Transportation Grant awarded for $10.8 million. This grant is from $35 million in legislative funds set aside for Active Transportation projects. This project was put through a rating process by UDOT along with 23 other projects from around the state. The merits of this project rated it sixth in the state. The top rated projects were awarded funds.
- Washington County Tourism Funds $2.7 million. The County committed to funding the remaining costs of the trail using funds generated from tourism.
- This includes features such as an underpass under SR-9, various bridges and other structures.

Other costs to be funded through Washington County, partners, and additional grants:

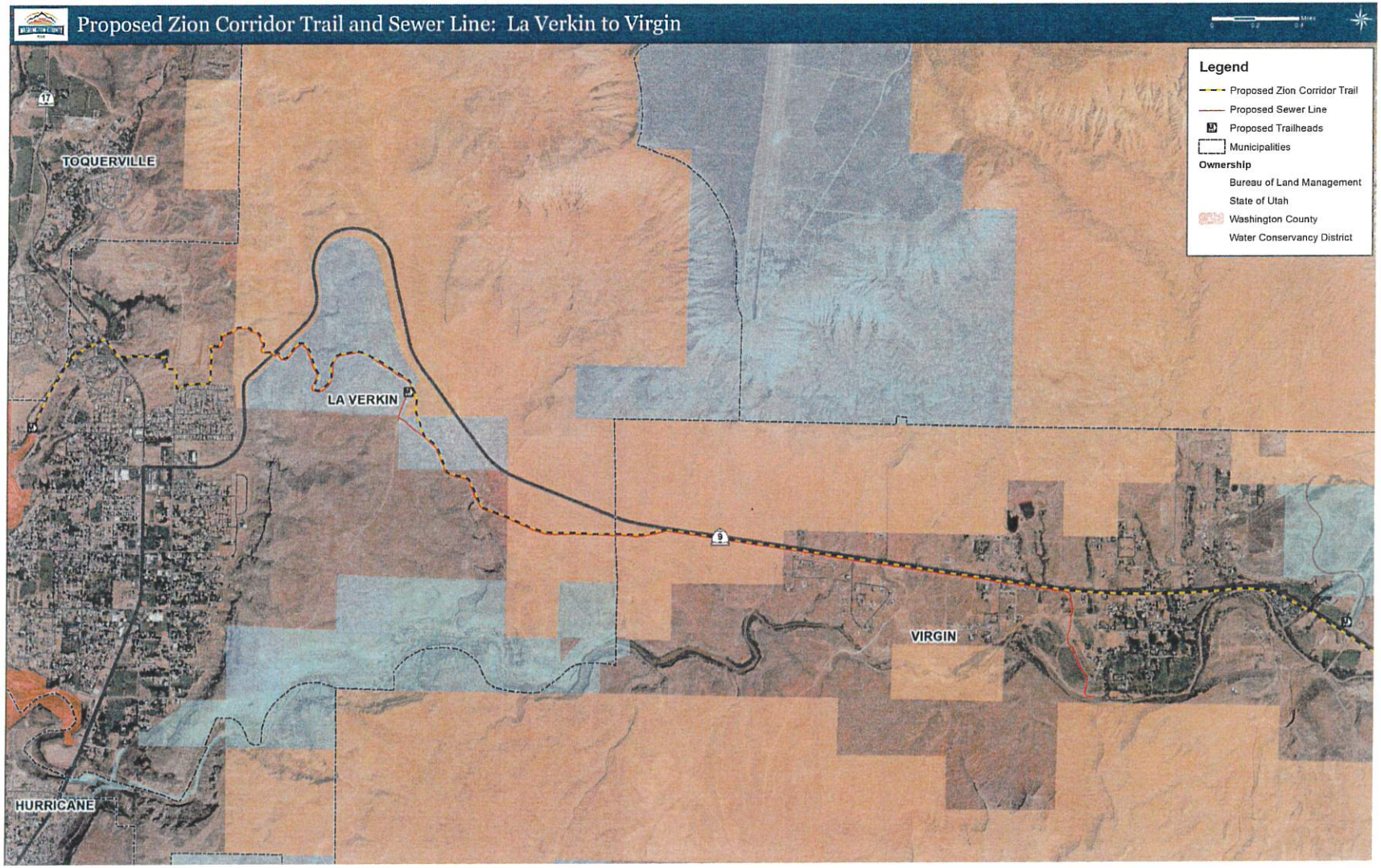
- Trailheads
- Interpretive signage
- Other facilities such as fencing, etc
- Maintenance of the trail and associated facilities.

ZION CORRIDOR TRAIL
CONNECTING LA VERKIN & SPRINGDALE

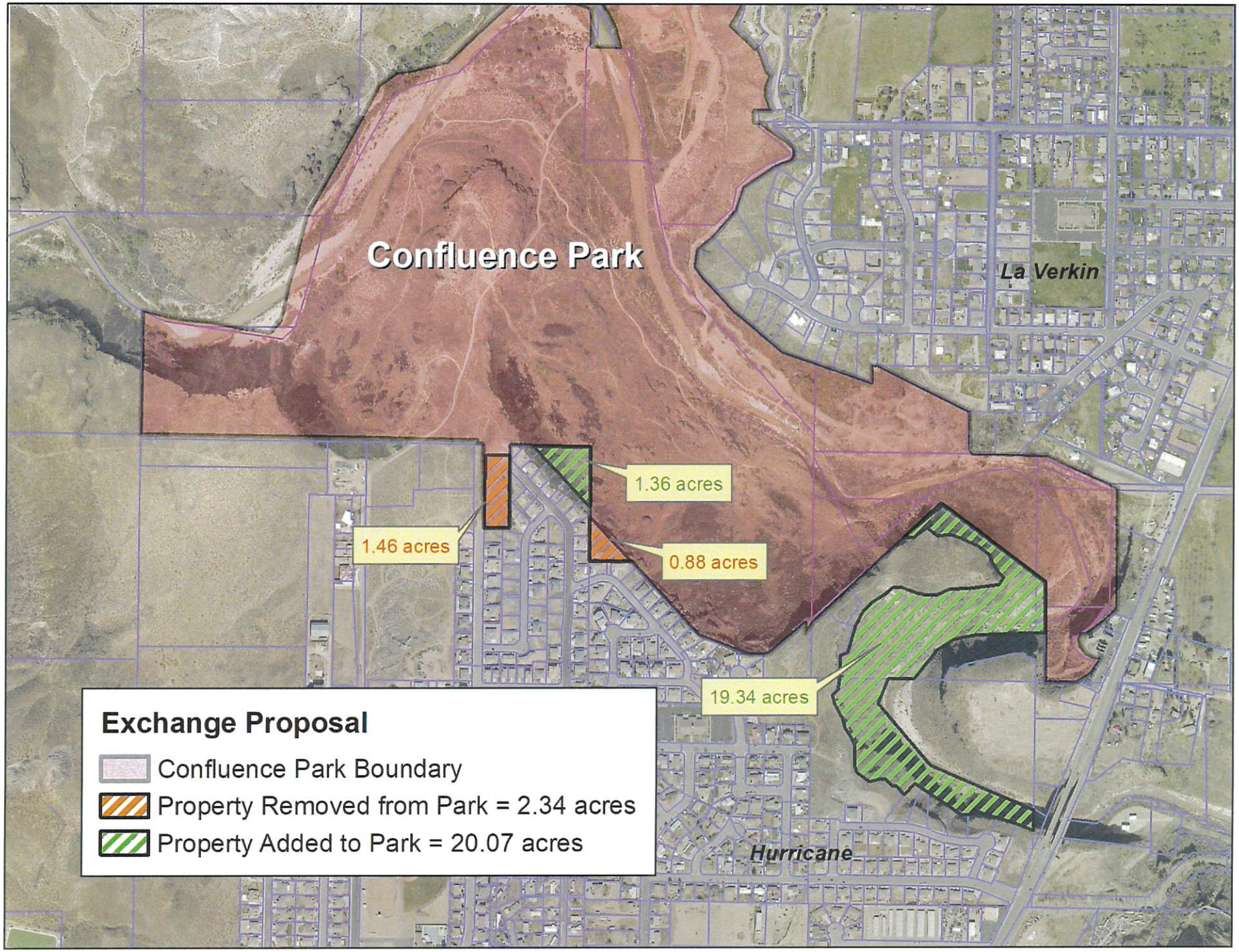
TRAIL SECTION HIGHLIGHT

La Verkin to Virgin

Partnering with Ash Creek Special Service District Sewer Line Project



*Routes are subject to change.


Confluence Park
La Verkin
1.36 acres
1.46 acres
0.88 acres
19.34 acres
Exchange Proposal
Confluence Park Boundary
Property Removed from Park = 2.34 acres
Property Added to Park = 20.07 acres
Hurricane