



Salt Lake County Planning Commission

Public Meeting Agenda

Wednesday, June 15, 2022 8:30 A.M.

Location: Due to the current COVID-19 pandemic, the Public Meeting will occur electronically with no physical location, as authorized by Utah Code Ann. § 52-4-207(5) and written determination issued by the Chair of the Salt Lake County Planning Commission. The public can join the Public Meeting via live broadcast using Cisco Webex.

Join meeting in WebEx

Meeting number (access code): 961 841 420

<https://slco.webex.com/join/wgurr>

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Tap to join from a mobile device (attendees only)

[+1-213-306-3065](tel:+12133063065)..961841420## United States Toll (Los Angeles)

[+1-602-666-0783](tel:+16026660783)..961841420## United States Toll (Phoenix)

Join by phone

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Access code: 961 841 420

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*UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-468-6707.
TTY USERS SHOULD CALL 711.*

The Planning Commission Public Meeting is a public forum where, depending on the agenda item, the Planning Commission may receive comment and recommendations from applicants, the public, applicable agencies and MSD staff regarding land use applications and other items on the Commission's agenda. In addition, it is where the Planning Commission takes action on these items, which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

ADMINISTRATIVE LAND USE APPLICATION(S)

EXP2022-000567- Charles (Zoe) McManus is requesting a Special Exception for Short-Term rental use. **Parcel Area:** .01 (Condo). **Location:** 4101 East Quarry Drive. **Zone:** R-1-15. **Planner:** Jim Nakamura (Motion/Voting)

CUP2022-000587 - Declan Murphy (representing) is requesting Conditional Use Approval for a Change to Existing Wireless Tower from a 60'-0" monopole to 80'-0" stealth monopole. **Acres:** 2.32. **Location:** 2401 East Charros Road. **Zone:** R-1-21. **Planner:** Justin Smith (Motion/Voting)

CUP2022-000566 – Salt Lake County Parks and Rec is requesting conditional use approval of the Butterfield Trails Master Plan. **Parcel Area:** NA. **Location:** Butterfield Canyon. **Zone:** FR/FA (FCOZ). **Planner:** Jim Nakamura (Motion/Voting)

BUSINESS MEETING

- 1) Approval of the May 11, 2022 Planning Commission Meeting Minutes.
(Motion/Voting)
- 2) Discussion on rollout of in-person meetings. **Presenter:** Zach Shaw
- 3) Open and Public Meetings Act/Ethics Training. **Attorney:** Zach Shaw
- 4) Other Business Items (as needed)

ADJOURN

Rules of Conduct for the Planning Commission Meeting

1. Applications will be introduced by a Staff Member.
2. The applicant will be allowed up to 15 minutes to make their presentation.
3. The Community Council representative can present their comments.
4. Persons in favor of, or not opposed to, the application will be invited to speak.
 - a. Speakers will be called to the podium by the Chairman.
 - b. Because the meeting minutes are recorded it is important for each speaker to state their name and address prior to making any comments.
 - c. All comments should be directed to the Planning Commissioners, not to the Staff or to members of the audience.
 - d. For items where there are several people wishing to speak, the Chairman may impose a time limit, usually 3 minutes per person, or 5 minutes for a group spokesperson.
5. Persons opposed to the application will be invited to speak.
6. The applicant will be allowed 5 minutes to provide concluding statements.
 - a. After the hearing is closed, the discussion will be limited to the Planning Commission and the Staff.

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File # EXP2022-000567

APPLICATION FOR SPECIAL EXCEPTION SUMMARY AND RECOMMENDATION

Public Body: Salt Lake County Planning Commission

Meeting Date: June 15, 2022

Parcel ID: Parcel # 2812429004

Acreage: .01 (Condo)

Current Zone: R-1-15

Property Address: 4101 E Quarry Drive

Request: Special Exception Application (short-term rental use)

Planner: Jim Nakamura

Planning Staff Recommendation: approval

Applicant Name: Charles (Zoe) McManus

APPLICATION DESCRIPTION

Mr. McManus, the applicant and property owner, is requesting a Special Exception for use of the subject property as a short-term rental. The subject property is located in the R-1-15 zoning district, which does not allow for short-term rental use. As such, the existing use of the property as a short-term rental is considered a non-conforming use and in violation of the zoning code. Therefore, the applicant is requesting a determination that the non-conforming use be declared legal through this special exception process.

SITE & VICINITY DESCRIPTION

The subject property is a dwelling unit in a condominium development (Alta Approach Condos) that is located at 4101 E Quarry Drive. As shown on Attachment A, the property is zoned R-1-15, and it is surrounded by R-1-15 zoning. The surrounding structures (east and west) are all private ownership (platted condominium development)

CRITERIA & ANALYSIS

The applicant is requesting a Special Exception for the short-term rental use conducted on their property in the R-1-15 zone. Salt Lake County Ordinance Section 19.88.140 provides a mechanism for property that has been used in violation of the zoning ordinance to be recognized as a lawful use. Those criteria are presented below with findings of fact following each of those criteria.

19.88.140 Application To Have A Use Violation Declared Legal Through Special Exception

a. Whenever land or a structure is used in violation of this title, the owner may file an application with the planning commission to have the use declared legal through special exception. The planning commission may approve such an application only when the evidence establishes all of the following:

- 1. The use exists on the property at the time of the application and has been in continuous violation of the zoning ordinance for a period exceeding ten years;**

Findings of Fact: The R-1-15 zoned property is shown on the attached map. The existing use is a short-term rental in a condominium located at 4101 E Quarry Drive. The short-term rental use is a violation of the R-1-15 zone, which does not recognize such use, while other zones in the County zoning ordinance do. See County Ordinance Section 19.12.030(O), for "Short term rentals" in the Forest and Recreation zone. Salt Lake County assessor data shows the applicant has owned the property since October 2004. The applicant has provided evidence that the subject property was in use as a short-term rental at the time of the application (see Exhibit A). The applicant has also provided evidence that the subject property has been in continuous use as a short-term rental since 2011-2022 (see Exhibits F). As such, the existing use of the property as a short-term rental in the R-1-15 zone was in violation of the zoning code at the time of this application and for a period exceeding 10 years, consistent with this criterion.

- 2. No complaint has been made to the development services division concerning the violation for a period exceeding ten consecutive years during which the violation existed;**

Findings of Fact: There is no evidence that a complaint has been filed with Salt Lake County or the MSD from 2004-2021 regarding the subject property. Therefore, no known complaint has been made to the Salt Lake County or the MSD Planning and Development Services Department concerning the subject short-term rental for over ten years, consistent with this criterion.

It is important to note that this requirement does not specify which ten-year period applies. Reading the ordinance to require the ten-year period to go back from the present day would allow a veto of an application by anyone, regardless of years of that use without any complaint. Such a strict reading of the ordinance also conflicts with Utah Code Section 17-27a-308(2) (if a land use regulation does not plainly restrict a land use application, i.e., is ambiguous, the land use authority shall interpret and apply the land use regulation to favor the land use application).

- 3. Continuation of the use will not have a detrimental effect on the health, safety or welfare of persons or property in the vicinity.**

Findings of Fact: This criterion needs to be read in conjunction with the following provision from the same section of the ordinance: "*In approving an application hereunder, the planning commission may set any conditions it deems necessary for protection of adjacent properties or the public welfare...*"

Adjacent property owners within the same condo development have provided affidavits in support of the application for a short-term rental (see Exhibits D and E). These neighboring property owners state in the affidavit that continuation of the use will not have a detrimental effect on the health, safety or welfare of persons or property in the vicinity.

Based on the fact that there is no evidence of past complaints and that neighboring property owners have not had any problems with the subject short-term rental, conditions of approval to protect adjacent properties or the public welfare is not necessary. However, a business license will still be necessary to continue operating the short-term rental, which is included as a condition of approval.

Section 19.88.140(B) outlines the evidence that the planning commission may consider when making its determination, as follows:

b. The planning commission may consider as evidence:

- 1. Documents that are part of the public record, such as tax appraisals, utility records, aerial photographs, building permits, etc.***
- 2. Documentation from third parties, such as affidavits, photographs, etc.***
- 3. Documentation from current or past property owners, such as tax records, rental/lease agreements, appraisal records, etc.***

Findings of Fact: Salt Lake County assessor data shows the applicant has owned the property since October 2004. The applicant has provided an affidavit stating short-term rental use as of 2004 (Exhibit A).

The applicant has also provided evidence to meet criteria two and three above. The applicant has submitted affidavits from neighboring condo owners (Exhibits D and E), testifying of this use of the subject property for similar periods of time. The applicant has submitted short term rental log (Exhibit F) dating 2011 to 2022,

PUBLIC COMMENT

As of the writing of this staff report, the MSD planning staff have not received any public comment related to the proposed Special Exception. Notice for public comment sent out May 2nd, 2022 (Exhibit G) sent out to property owners within a 300' (foot) area of subject property.

OPTION FOR THE PLANNING COMMISSION

The Planning Commission has three options with respect to this application for a Special Exception:

- Option 1: Approve the Special Exception with the conditions as proposed; or
- Option 2: Approve the Special Exception with the conditions as amended; or
- Option 3: Deny the Special Exception.

CONCLUSION & RECOMMENDATION

Based on the findings of fact and evidence provided in this report, the applicant has met the criteria to allow a special exception for a short-term rental in the R-1-15 zone. Therefore, staff recommends the Salt Lake County Planning Commission approve Application file EXP2021-000567 for a Special Exception to conduct a Short-Term Rental in the R-1-15 zone, with the following condition.

1. The applicant shall obtain a business license for a Short-Term Rental, in accordance with Salt Lake County Code, Chapter 5.19.

EXHIBITS:

- A. Letter from owner (Charles McManus)
- B. 2004 Listing sheet for the property noting that it was licensed for Vacation Rentals. (See paragraph where this license is noted.)
- C. Page 14 from our recorded Condominium Documents allowing for renting with no restrictions.
- D. Affidavit from Bob Archibald (neighboring condo owner)
- E. Affidavit from Josh Linker (neighboring condo owner)
- F. List of renters with dates over the last 11 years.
- G. Copy of public meeting notice along with mailing address list of property owners within 300' of property
- H. site plan of property
- I. map view of property

C. Zoe McManus
4101 Quarry Drive
SLC County, Utah 84092
zoemcmanusarchitect@gmail.com

April 4, 2022

Jim C. Nakamura

Municipal Services District Planner

SLC County, Utah

RE: **SHORT TERM RENTALS AT 4101 QUARRY DRIVE, SLC County, UT 84092**

NARRATIVE TO ACCOMPANY APPLICATION

Dear Jim,

Thank you for your help with this License. Here is the history and documentation that you requested:

I purchased this property in October 2004 and though it is primarily owner-occupied we have continuously rented it to help offset our expenses. The following documents should prove that: **“The use has not been abandoned or changed for a period of one year or more in accordance with non-conforming use regulations in chapter 19.88 of County Ordinances.”**

When I acquired the property in 2004 there was a document filed in the County records. It was “hand-written” in 1993 by our then condo manager Sandy Sullivan referencing my unit (4101 Quarry) as licensed for short-term rentals. At that time I inquired at the county as to whether any inspections or additional special permits were required for rentals and was told no.

I have attached a 2010 SLC COUNTY file letter by then Planner Todd Draper referencing my Unit at 4101 Quarry and the 1993 “hand written” letter filed by Sandy Sullivan. (Exhibit A)

The listing sheet from my 2004 purchase notes that the property is licensed as a Vacation Rental. (see Exhibit B)

Condominium documents allow for renting with no restrictions. (See Exhibit C)

Two current owners who were here when I purchased the property have provided Affidavits attesting to my use and the other requirements of Chapter 19.88.140:

- The use existed since 2004, during my ownership.
- There have never been any complaints relating to me or this use.
- Continued use will have no detrimental effect on the health, safety or welfare of persons or property in the vicinity.

The owners are Bob Archibald #4115 Quarry Drive and Josh Linker #4109 Quarry Drive. Mr. Archibald and Mr. Linker are adjacent to me; we comprise a 3 unit block of townhouse condominiums. (Affidavits, Exhibits D&E)

I had a Utah State tax number for lodging taxes though this account was closed as VRBO has been paying taxes directly to the State of Utah for several years. We now do all rentals through VRBO.

Attached Exhibits are as follows:

- A. 2010 SLC COUNTY file letter by then Planner Todd Draper referencing my unit #4101 and the 1993 letter by Sandy Sullivan.
- B. 2004 Listing sheet for the property noting that it was licensed for Vacation Rentals. (See paragraph where this license is noted.)
- C. Page 14 from our recorded Condominium Documents allowing for renting with no restrictions.
- D. Affidavit from Bob Archibald attesting to my short-term rental history.
- E. Affidavit from Josh Linker attesting to my short-term rental history.
- F. List of renters with dates over the last 10 years.

APPENDIX: SITE PLAN, 3 FLOOR PLANS

Please let me know if anything else is required to move this forward.

Sincerely,

C. Zoe McMarus

ANAL MLS - RESIDENTIAL FULL REPORT

MLS # : 448681 Area : 107
 List Price : \$349,900 Status : ACT
 DOM : 87 List Dt : 06/28/2004
 Address : 4101 E QUARRY DR
 Quadrant : SE NS : 9750 EW : 4101
 City : Sandy UT, 84092
 County : Salt Lake Restrict : No
 Proj/Subdv : ALTA APPROACH
 Tax ID : 28-12-429-004 Taxes : \$2,518
 Zoning : Condo HOA Fee : \$350



School Dist : Jordan Elem Sch : Granite Jr High : Albion
 Sr High : Brighton Priv Sch : Other Sch :

	Approx Sq Ft	Bed Rms	Bath F T H	Fam/ Den	Dining K B F S	Lndry	Fire
Level 4	0	0	0 0 0				0
Level 3	464	0	0 0 0	Y			0
Level 2	1508	0	0 0 1	Y	Y Y Y		1
Level 1	1508	3	2 0 0	Y		Y	1
Basement	0	0	0 0 0				0
Totals	3480	3	2 0 1	3	1 1 1 0	1	2

Type : Condo
 Style : Contemporary
 Yr Built : 1984 Under Const: No
 Deck|Patio : 4 | 0 Acres : 0.01
 Garage : 2 Frontage : 0
 Carport : 0 Side : 0
 Prkg Sp : 0 Back : 0
 Fin Bsmt : 0 % Irregular : No

Roof : Asphalt Shingle
 Heating : Gas Central
 Air Cond : Central Air Electric
 Floor Cov : Carpet, Hardwood, Marble
 Window Cov : Blinds, Part, Plantation Shutters
 Pool Feat :
 Exterior : Brick, Cedar/Redwood
 Landscape : Full Landscaping, Mature Trees
 Lot Facts : Curb & Gutter, Fenced Part, Sprinkler, Auto-Full, Terrain, Grad Slope, View, Mtn, Wooded

Basement : None/Crawl Space
 Garage/Park : Attached, Opener
 Driveway : Asphalt
 Water : Culinary
 Sewer : Connected
 Possession : ARRANGE

Exterior Feat : Atrium, Balcony, Entry(Foyer), Outdoor Lighting, Skylights, Sliding Glass, Stained Glass

Interior Feat : Bath-Sep Tub/Shower, Central Vacuum, Closet-Walk-In, Disposal, Formal Dining, Gas Log, Jetted Tub, Master Bath, Oven-Wall, Vaulted Ceilings, See Remarks

Amenities : Clubhouse

Inclusions : Ceiling Fan, Compactor, DishWasher, Dryer, Fireplace Equipment, Fireplace Insert, Microwave, Range, Range Hood, Satellite Equip, Satellite Dish, Washer, Window Covers
 Exclusions : Refrigerator

Terms : Conventional, Cash

Remarks : LUXURIOUS CONTEMPORARY CONDO @ MOUTH OF LITTLE COTTONWOOD CANYON!*SECLUDED, GATED COMMUNITY*
 BREATHTAKING VIEWS*OPEN FLOOR PLAN WITH HUGE LOFT*LARGE MASTER SUITE W/FIREPLACE, JETTED
 TUB&SAUNA ROOM*LICENSED FOR VACATION RENTAL*BUYER TO VERIFY ALL

Contact : A:Luana Ph : 801-201-2800 Ph2 :
 Show Inst : Appt/Use Keybox, Call Owner Name :
 Agent/Appt

L/Office : Keller Williams Utah Realt Ph : 801-858-0000 Fax : 801-858-0485
 L/Agent : Luana Moore Ph : 801-201-2800 Fax : 801-858-0485 Mbl/Pg : 801-201-2800

BAC/SAC : 3/ Dual/VAR : No Sbagncy : No List Type : ERS
 Lim-Rep : No Withdrawn Dt : OffMktDt :

Query = Prop Type:res

Knock (Key #989) Gate Keybox on Rail

Robert Archibald being first duly sworn upon oath, deposes and says:

1. I am over the age of 18 and have personal knowledge of the matter set forth herein.
2. This affidavit is to provide evidence of the use of the property known as 4101 Quarry Drive, Salt Lake County, Utah 84092.
3. I am currently the owner of 4115 Quarry Drive, Salt Lake County, Utah and have owned and lived at the property since 1987.
4. I am aware that though the McManus property is primarily owner occupied it has been rented short term during holiday periods since Zoe McManus purchased the property in 2004.
5. My condo (4115 Quarry Drive) is one of three connected to the McManus property.
6. Ms. McManus takes proper care of her property. She and her guests have always been respectful to other owners. Zoe spent time on our Association Bord and at one time served as President of our Association.
7. I am not aware of any complaints made to the Association concerning any issues during the time that Zoe has owned the property.
8. Continuation of the use will not have a detrimental effect on the health, safety or welfare of persons or property in the vicinity.
9. Further affiant sayeth not.

DATED this 12 day of March, 2022.

SUBSCRIBED AND SWORN to me on this 11th day of March, 2022, Robert Archibald declares that to the best of his knowledge and belief, the information herein is true, correct and complete.

Notary Public

Residing at: 4025 S Wasatch Blvd
Salt Lake City, UT 84124
My commission expires: 01/29/2025



BLAKE JENSEN
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 716468
COMM. EXP. 1-29-2025

**AFFIDAVIT FOR 4101 QUARRY DRIVE, COUNTY OF SALT LAKE,
STATE OF UTAH**

Property owner: Zoe (Charles) McManus

Josh Linker, being first duly sworn upon oath, deposes and says:

1. I am over the age of 18 and have personal knowledge of the matter set forth herein.
2. This affidavit is to provide evidence of the use of the property known as 4101 Quarry Drive, Salt Lake County, Utah 84092.
3. I am currently the owner of 4109 Quarry Drive, Salt Lake County, Utah and have owned the property since 2002.
4. I am aware that though the McManus property is primarily owner occupied it has been rented short term during holiday periods since Zoe McManus purchased the property in 2004.
5. My condo (4109 Quarry Drive) is directly connected to the McManus property.
6. Ms. McManus takes proper care of her property. She and her guests have been respectful to other owners. Zoe spent time on our Association Board and at one time served as President of our Association.
7. I am not aware of any complaints made to the Association concerning any issues during the time that Zoe has owned the property.
8. Continuation of the use will not have a detrimental effect on the health, safety or welfare of persons or property in the vicinity.
9. Further affiant sayeth not.

DATED this 31 day of March, 2022.

SUBSCRIBED AND SWORN to me on this 31 day of March, 2022, Josh Linker declares that to the best of his knowledge and belief, the information herein is true, correct and complete.

Notary Public

Residing at:

SLC, UT

My commission expires:

7/8/23



EXHIBIT E

Exhibit F

Reservatio	Listing	Nur Property	N Created	Or Email	Inquirer	Phone	Check-in	Check-out	Nights Stay	Adults	Children	Status
HA-RPNP1	985336	ALTA APPR	#####		Leah Knight		7/1/2022	7/31/2022	30	2	0	Payment R
HA-FN718\	985336	ALTA APPR	3/9/2022	strickland.:	Shawn Stri	(191)-723-	12/25/2022	1/1/2023	7	4	3	Booked
HA-8Z66CC	985336	ALTA APPR	1/3/2022	chip@chip	Chip Mulle	1 401-441-	2/21/2022	2/27/2022	6	2	4	Booked
HA-1HY4B\	985336	ALTA APPR	1/9/2022		Steve Boyd		2/26/2022	3/3/2022	5	5	0	Cancelled
HA-7J5GZ3	985336	ALTA APPR	9/3/2021		Susan Fagerstrom		3/11/2022	3/26/2022	15	6	0	Cancelled
HA-7MGQ\	985336	ALTA APPR	#####	jobu48@g	Joseph Ab	(120)-699-	2/5/2022	2/12/2022	7	2	0	Booked
HA-04128\	985336	ALTA APPR	#####	gsewitz@g	Greg Sewit	(181)-874-	1/13/2022	1/18/2022	5	5	0	Booked
HA-D6TWJ	985336	ALTA APPR	#####		Uday Patel		2/19/2022	2/26/2022	7	6	0	Cancelled
HA-QJZDK\	985336	ALTA APPR	#####	jcapobia@	Jaime Smit	1 (773) 60	12/18/2021	1/1/2022	14	2	3	Booked
HA-H8SXT\	985336	ALTA APPR	#####		Ellen Laird		2/26/2022	3/5/2022	7	6	1	Cancelled
HA-CVBC8\	985336	ALTA APPR	8/4/2021		Nancy Gordon		2/16/2022	2/21/2022	5	6	2	Cancelled
HA-7PZ1Z4	985336	ALTA APPR	#####	olga.klepo	Olga Klepo	(191)-750-	6/5/2021	6/26/2021	20	2	2	Booked
HA-NQSLD	985336	ALTA APPR	#####	ryan.hrabu	Ryan Hrab	(181)-378-	1/29/2021	2/28/2021	30	4	0	Booked
HA-HGXCP	985336	ALTA APPR	#####		David Trissel		12/27/2021	1/3/2022	7	3	2	Cancelled
HA-TM2JH	985336	ALTA APPR	#####		Nancy Gordon		3/8/2021	3/13/2021	5	5	0	Cancelled
HA-GF6JQ\	985336	ALTA APPR	#####	manner5@	Paul Mann	1 206-225-	12/1/2020	12/9/2020	7	6	0	Booked
HA-3PRKC\	985336	ALTA APPR	#####	marvelka@	Marina He	1 415-225-	12/20/2020	12/26/2020	6	2	2	Booked
HA-J20K5C	985336	ALTA APPR	#####		john bellando		1/29/2020	2/28/2020	30	6	0	Cancelled
HA-QRWPI	985336	ALTA APPR	8/7/2020		Dai Ellis		1/10/2020	2/9/2020	30	2	2	Cancelled
HA-Y5V61\	985336	ALTA APPR	#####	robhoya1@	Rob Coope	1 (801) 38	1/9/2020	12/17/2020	5	2	2	Booked
HA-ZKPD6\	985336	ALTA APPR	#####		karen mortati		12/27/2020	1/2/2021	6	5	0	Cancelled
HA-NQ61V	985336	ALTA APPR	#####		Brooks Turner		12/20/2020	12/31/2020	11	3	2	Cancelled
HA-2YD1Q	985336	ALTA APPR	#####	wildthayn@	Jarin Thayr	1 (813) 52	8/1/2019	9/30/2019	60	2	4	Booked
HA-H6ZRK\	985336	ALTA APPR	#####		Amanda Hu		8/8/2019	9/7/2019	30	4	0	Cancelled
HA-TZXX3\	985336	ALTA APPR	#####		JT Rimbey		7/20/2019	9/19/2019	61	2	5	Cancelled
HA-T9JGB\	985336	ALTA APPR	6/1/2019	evelyndgu	Evelyn Gu	1 (801) 23	6/15/2019	7/1/2019	15	4	2	Booked
HA-3S4RD\	985336	ALTA APPR	#####		Aaron Shreeve		5/29/2019	9/26/2019	28	4	2	Cancelled
HA-18DFJL	985336	ALTA APPR	#####		Terry Scott		8/2/2019	8/12/2019	10	2	0	Cancelled
HA-54314\	985336	ALTA APPR	4/8/2019		Ricky Charles		8/1/2019	8/15/2019	14	2	0	Cancelled
HA-4VJQR\	985336	ALTA APPR	#####		Tom. Roycee		4/15/2019	4/22/2019	7	2	0	Cancelled
HA-WHKC\	985336	ALTA APPR	#####		Scott Wilson		4/20/2019	4/30/2019	10	2	0	Cancelled
HA-C170Q	985336	ALTA APPR	#####	michaelleh	Michael Le	1 (610) 93	2/12/2019	2/17/2019	5	5	0	Booked
HA-00G2J\	985336	ALTA APPR	#####	jordan.e.ta	Jordan Tay	1 (360) 35	12/25/2018	1/1/2019	6	5	0	Booked

EXHIBIT F

Exhibit F

HA-5C284\	985336 ALTA APPR #####	efrankle81 Elaine Frar 1 (845) 806	2/20/2018	2/28/2018	7	3	0 Booked
HA-5NXYT\	985336 ALTA APPR #####	alexnyhan Alex Nyhar 1 (202) 577	12/26/2017	1/3/2018	8	3	3 Booked
HA-MN88\	985336 ALTA APPR #####	leighmarie Leigh Hall 1 (801) 866	11/25/2017	12/1/2017	6	4	0 Booked
HA-ODD8V\	985336 ALTA APPR #####	S J Campanie	3/6/2017	4/21/2017	46	2	0 Cancelled
HA-PTJ9FF	985336 ALTA APPR #####	Anne Marshall Reiffst	12/28/2017	1/4/2017	7	1	0 Cancelled
HA-6G1TH	985336 ALTA APPR #####	Anne Marshall Reiffst	12/27/2017	1/4/2017	8	4	2 Cancelled
HA-CPJ5CC	985336 ALTA APPR #####	Jeffery Milano	4/19/2017	4/23/2017	4	2	0 Cancelled
HA-510MB	985336 ALTA APPR 1/2/2017	tims740@ joseph mu 1 (613) 295	2/17/2017	2/22/2017	5	4	0 Booked
HA-4FKG0\	985336 ALTA APPR #####	golfindoor Kirk Baser 1 (814) 937	1/1/2017	1/5/2017	4	6	0 Booked
HA-0MVD\	985336 ALTA APPR #####	jan@cerny Jan Cerny 1 (403) 815	12/24/2016	12/31/2016	7	4	0 Booked
HA-6705R\	985336 ALTA APPR #####	Jason Stuart	4/21/2016	4/27/2016	6	2	0 Cancelled
HA-GTFP9\	985336 ALTA APPR #####	radloff@gr David Radl 1 (917) 447	3/16/2016	3/23/2016	6	3	2 Booked
HA-JXKRDL	985336 ALTA APPR #####	ron.ragno Ron Ragno 1 (609) 917	1/31/2016	2/4/2016	4	1	0 Booked
HA-QJ9KBI	985336 ALTA APPR #####	mjzima@h Matthew Z 1 (814) 655	12/20/2015	12/25/2015	5	2	0 Booked
HA-C2MGH	985336 ALTA APPR #####	jps320@gr Jim Sween 1 (917) 854	1/24/2015	1/29/2015	4	2	0 Booked
HA-PJCNC\	985336 ALTA APPR #####	Nancy Gordon	3/8/2015	3/12/2015	4	4	0 Cancelled
HA-JS9P5Z	985336 ALTA APPR #####	alexnyhan Alex Nyhar 1 (202) 577	12/27/2014	12/31/2014	4	3	3 Booked
HA-C1PLRY	985336 ALTA APPR #####	andy harding	2/16/2014	2/26/2014	6	2	2 Cancelled
HA-YWK61	985336 ALTA APPR #####	Nancy Gordon	3/6/2014	3/12/2014	6	4	2 Cancelled
HA-ON13S\	985336 ALTA APPR #####	Dawn Boyd	10/14/2014	11/4/2014	30	2	3 Cancelled
HA-72TJZ8	985336 ALTA APPR #####	christiane pindat	5/1/2014	5/31/2014	30	2	0 Cancelled
HA-31KZV\	985336 ALTA APPR #####	Mary Yanke	12/26/2013	1/1/2014	6	3	1 Cancelled
HA-CSJ642	985336 ALTA APPR #####	Vanessa McPhie	9/15/2013	10/6/2013	21	2	3 Cancelled
HA-X25Y6\	985336 ALTA APPR 9/5/2013	Johnny Walter	10/26/2013	10/31/2013	5	2	0 Cancelled
HA-WR9W	985336 ALTA APPR #####	cindy hall	1/7/2013	3/6/2013	58	2	1 Cancelled
HA-9H6PT\	985336 ALTA APPR #####	Gregory Solomon	12/30/2012	1/6/2013	6	3	3 Cancelled
HA-C5HZL2	985336 ALTA APPR 8/4/2012	Meleeleni Angilau	9/20/2012	9/24/2012	4	1	0 Cancelled
HA-CBCZ7\	985336 ALTA APPR #####	Jennifer Flaherty	3/23/2012	3/30/2012	7	2	2 Cancelled
HA-H5GDV	985336 ALTA APPR #####	TAMI HOLMS	5/1/2012	6/30/2012	60	2	0 Cancelled
HA-VJFQVI	985336 ALTA APPR 3/6/2012	Lelia Ruggles	6/5/2012	6/16/2012	7	2	0 Cancelled
HA-J981D3	985336 ALTA APPR #####	terrylynbe Terry Berli 1 (650) 576	2/16/2012	2/24/2012	8	3	2 Booked
HA-6MB1L	985336 ALTA APPR #####	annebuckj Anne Jacks 1 (605) 351	1/23/20012	1/28/2012	5	7	0 Booked
HA-QFTH9\	985336 ALTA APPR #####	jeff.larry Jeff Larry 1 (416) 553	12/6/2012	12/11/2012	5	5	0 Booked
HA-DZD9K\	985336 ALTA APPR #####	Ken Sakai	2/1/2012	2/6/2012	5	4	0 Cancelled

Exhibit F

HA-17F9BS	985336 ALTA APPR #####	mmkatz63 Mandy Kat 1 (202) 486	1/1/2011	1/6/2011	5	6	0 Booked
HA-CYHP1	985336 ALTA APPR #####	bewell4life Melissa M 1 (609) 462	2/21/2011	2/27/2011	6	4	3 Booked
HA-5QCJ9	985336 ALTA APPR #####	Terry Berliner	2/16/2011	2/24/2011	8	3	2 Cancelled
HA-S35QQ	985336 ALTA APPR #####	Nicole Miller	1/13/2011	1/19/2011	6	3	0 Cancelled
HA-17DCJ	985336 ALTA APPR #####	Ken Sakai	1/2/2011	1/12/2011	10	0	0 Cancelled



Planning and Development Services
2001 S. State Street N3-600
Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674

Salt Lake County Planning Commission

Wednesday, June 15, 2022 @ 8:30 a.m.

Notice of Public Meeting

All interested parties are invited to attend. The purpose of the meeting is to allow the public body to consider previously submitted comment and information regarding the application being proposed.

Reasonable accommodations for qualified individuals may be provided upon receipt of a request with 5 working-days' notice.

Please contact **Wendy Gurr** at **385-468-6707**.

Location: Due to the current COVID-19 pandemic, the Public Meeting will occur electronically with no physical location, as authorized by Utah Code Ann. § 52-4-207(4) and written determinations issued by the Chair of the Salt Lake County Planning Commission. The public can join the Public Meeting via live broadcast using Cisco WebEx.

Join meeting in WebEx

Meeting number (access code): 961 841 420

Join by phone

Tap to call in from a mobile device (attendees only)

[+1-213-306-3065](tel:+12133063065) United States Toll (Los Angeles)

[+1-602-666-0783](tel:+16026660783) United States Toll (Phoenix)

Access code: 961 841 420

[Global call-in numbers](#)

Join from a video conferencing system or application

Dial wgurr@slco.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <http://help.webex.com>



May 2, 2022

Regarding: Charles McManus Application to Have a Use Violation Declared Legal through Special Exception File # EXP2022-000567

Dear Mr. McManus and Others To Whom It May Concern:

Salt Lake County is in receipt of Mr. McManus's application to have a use violation declared legal through special exception, Application #EXP2022-000567 ("Application"). The Application requests a special exception for a short-term rental use for property located at 4101 E. Quarry Drive. The Application was submitted in response to Planning Staff's concerns about a short-term rental use not being recognized in the R-1-15 zone. A meeting of the Salt Lake County Planning Commission has been scheduled for Wednesday June 15, 2022 at 8:30 a.m. to address this application.

Under Salt Lake County Ordinance Section 19.88.140(B), evidence in support of and in opposition to the Application is limited to documentary evidence (and does not include oral testimony). Accordingly, **all parties who wish to provide comment/submit evidence must do so via written comments/documentary evidence in advance of the June 15, 2022 planning commission meeting in accordance with the following schedule**. Pursuant to the above-referenced County ordinance, **there will not be a public hearing on the Application** (however, the public **may** attend the June 15, 2022 public meeting).

- May 16, 2022: Due date for comments, argument, and all evidence by any party in opposition to the Application ("Opposition"). **The Application and associated documents can be reviewed at the following link: <https://msd.utah.gov/Charles-McManus-application/>**. Opposition comments, argument, and evidence shall be posted on the same link, together with Applicant's reply, all notices, decision, etc.
- May 27, 2022: Due date for Applicant's reply argument and evidence rebutting Opposition argument or evidence.
- If any party objects to this schedule, please submit your written objection by May 9, 2022 to Wendy Gurr at one of her addresses in the following paragraph.

Written comments need not be made pursuant to affidavit, but may be submitted by any written means (including via email) within the prescribed timelines to the following contact: Wendy Gurr, MSD Planning, 2001 S. State Street N3-600, Salt Lake City, UT 84190, wgurr@msd.utah.gov. Evidence/written comments should address any or all of the following issues from County Ordinance Section 19.88.140(A): 1) Did the short-term rental use exist on the property identified in the Application in continuous violation of the zoning ordinance for a period exceeding ten years? 2) Was there a period exceeding ten consecutive years where no complaint was made to the development services division concerning the violation? 3) Will continuation of the short-term rental use have a detrimental effect on the health, safety or welfare of persons or property in the vicinity? *See* Salt Lake County Ordinance Section 19.88.140(B) for examples of documentary evidence that may be submitted.

The MSD Planning Staff will prepare a staff report in advance of the June 15, 2022 planning commission meeting, which all members of the public will have access to on the Utah Public Notice website under the Salt Lake County Planning Commission agendas. At the June 15, 2022 planning commission meeting, the MSD Planning Staff will present and discuss its staff report, and the planning commission may ask questions of Planning Staff or various parties, including the Applicant. The planning commission will weigh the evidence and will at some point make a decision on the Application in a public meeting.

Exhibit G

Owner of 28122510220000
4091 E CANYON VIEW PL
SANDY UT 84092

Owner of 28124290050000
4091 E QUARRY DR
SANDY UT 84092

Owner of 28122530060000
4082 E CANYON VIEW PL
SANDY UT 84092

Owner of 28124290060000
78 CAROLINA CHERRY DR
LAS VEGAS NV 89141

Owner of 28124040090000
3309 FAIRMONT DR
NASHVILLE TN 37203

Owner of 28124290070000
4109 E QUARRY DR
SANDY UT 84092

Owner of 28124040110000
3309 FAIRMONT DR
NASHVILLE TN 37203

Owner of 28124290080000
4080 E QUARRY DR
SANDY UT 84092

Owner of 28124260050000
4103 E CANYON VIEW PL
SANDY UT 84092

Owner of 28124290090000
525 CAMINO RANCHEROS
SANTA FE NM 87505

Owner of 28124260210000
4131 E CANYON VIEW PL
SANDY UT 84092

Owner of 28124290100000
3750 E NORTH LTCOTTONWD RD
COTTONWOOD HTS UT 84092

Owner of 28124280170000
4140 S OLYMPIC WY
HOLLADAY UT 84124

Owner of 28124290110000
9594 S RUSKIN CIR
SANDY UT 84092

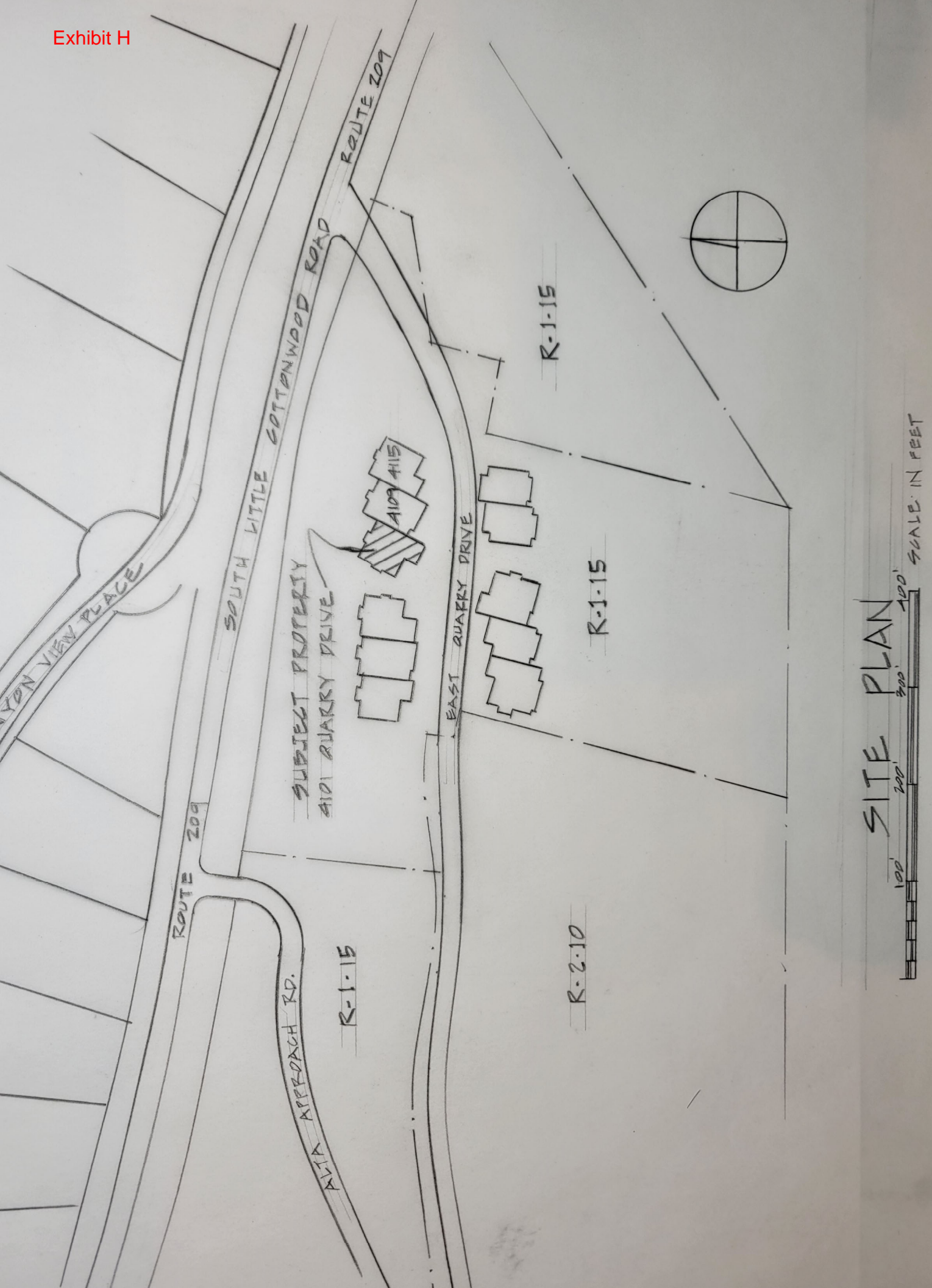
Owner of 28124290020000
4115 E QUARRY DR
SANDY UT 84092

Owner of 28124290120000
4110 E QUARRY DR
SANDY UT 84092

Owner of 28124290030000
4109 E QUARRY DR
SANDY UT 84092

Owner of 28124290130000
3362 N 620 E
LEHI UT 84043

Owner of 28124290040000
4101 E QUARRY DR
SANDY UT 84092



SITE PLAN

Exhibit I



location of special
exception request
EXP2022-567





GREATER SALT LAKE
**Municipal Services
District**

Planning and Development Services
2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050
Phone: (385) 468-6700 • Fax: (385) 468-6674
msd.utah.gov

Files # CUP2022-000587

Conditional Use Summary

Replacement of Existing Monopole with a Stealth Monopole

Public Body: Salt Lake County Planning Commission

Meeting Date: June 15, 2022

Parcel ID: 28-15-402-005-0000

Current Zone: R1-21

Property Address: 2401 E Charros Road

Request: Replacement WCF in the form of an 80' Faux Eucalyptus Tree

Applicant Name: Declan Murphy

MSD Planner: Justin Smith

MSD Planning Staff Recommendation: Planning Commission Approval

PROJECT SUMMARY

The applicant is requesting a Conditional Use approval to allow for a new stealth monopole at the Dimple Dell Ranchettes Homeowners Association. The proposal includes a new 80' eucalyptus stealth monopole to replace an existing 60' monopole. The proposal includes new equipment cabinets for other carriers inside of a fenced in area along with a new elevated platform with equipment cabinets outside of the currently fenced in area.

SITE & ZONE DESCRIPTION

The location of the proposed monopole is at the Dimple Dell Ranchettes Homeowners Association. The existing monopole is towards the center of the property and adjacent to the horse rink. The new elevated portion would be located just to the north of the existing tower inside of the horse rink.

The land is owned by the Dimple Dell Ranchettes Homeowners Association and is zoned R1-21. The closest residence is approximately 167' away from the proposed monopole location.



LAND USE CONSIDERATIONS

MONOPOLE STANDARD	COMPLIANCE
The height limit for monopoles is sixty feet, except Stealth monopole facilities are encouraged and shall be allowed to vary from the provisions of this section as determined by the planning commission for conditional uses. Stealth monopoles are not required to be located with public or quasi-public uses in all R-1, R-2, and R-4-8.5 zones (see Table 19.83.050). The height shall be measured from the top of the structure including antennas, to the original grade directly adjacent to the monopole.	The stealth Eucalyptus monopole hides the antenna arrays and is allowed to vary from the provisions of this section
No monopoles shall be allowed in the front yard setback of any lot.	Proposed monopole is not in the front setback.
Monopoles shall be setback from any residential structure a distance equal to its height.	The closest home is roughly 167' feet way from the base of the monopole.

GENERAL PLAN CONSIDERATIONS

There is no current General Plan adopted for this area of unincorporated Salt Lake County. Utah State Law Chapter 17-27a-405 identifies General Plans as advisory guides for land use decisions, the impact of which shall be determined by ordinance. As a result, the MSD Planning Staff has determined that the use of a portion of this property for the replacement of an existing monopole, with a taller, stealth facility, largely complies with the purpose of the Wireless Telecommunications Facilities chapter.

19.83.010 - Purpose.

The purpose of this chapter is to establish general requirements for the siting of wireless telecommunications facilities. The intent of this chapter is to:

- A. Encourage the location of facilities in nonresidential areas;*
- B. Minimize the total number of monopole facilities throughout the community;*
- C. Encourage the joint use of new and existing communication sites;*
- D. Encourage providers of facilities to locate them where the adverse impact on the community is minimal;*
- E. Encourage providers of facilities to use innovative design to minimize adverse visual impact;*
- F. Enhance the ability of the providers of telecommunication services to provide such services to the community quickly, effectively, and efficiently.*

(Ord. 1394 § 1 (part), 1997)

ISSUES OF CONCERN/PROPOSED MITIGATION

No issues of concern are identified at this time. All agency reviewers have given an “ok” to the conceptual review with additional information and revisions being required for technical review and final approval.

PLANNING STAFF ANALYSIS

MSD staff has reviewed the application and found that the development proposal with staff recommendations is consistent with surrounding land uses and the general plan considerations. Full compliance with required ordinances and policies will be verified through the subsequent technical review process before issuance of the Land Use permit, and furthermore through the building permit review and inspection process. Staff finds that the plan meets, or will meet with conditions, all required standards of the ordinance necessary for preliminary approval by the Planning Commission.

PLANNING STAFF RECOMMENDATION

Based on the findings stated above, the MSD Planning Staff recommends that the Salt Lake County Planning Commission grant approval for the conditional use for a stealth monopole facility with the following conditions:

- 1. The approved height of the monopole is 80 feet to the top of the monopole and stealth vegetation.**
- 2. The applicant be required to comply with the requirements from all reviewing agencies.**
- 3. The proposed stealth monopole will allow co-location with other companies.**

- 4. The monopole, antennas, and equipment shall be a color that blends in to the surrounding area as per Ordinance 19.83.070.**
- 5. The applicant must obtain a building permit for the monopole, cabinet, generator, antennas, and other pertinent equipment approved in this application.**

ATTACHMENTS:

- A. Site Plan
- B. Elevations



GREATER SALT LAKE
**Municipal Services
District**

Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

msd.utah.gov

File # CUP2022-000566

CONDITIONAL USE APPLICATION SUMMARY AND RECOMMENDATION

Public Body: Salt Lake County Planning Commission

Meeting Date: June 15, 2022

Parcel ID: multiple (BLM/SLCO open space/ Rio Tinto) ownership

Acreage:

Current Zone: FR (Forestry Recreation)/A (Agriculture)

Property Address: 8601 W Butterfield Cyn

Request: Public Use (Trail Master plan)

Planner: Jim Nakamura

Planning Staff Recommendation: approval as presented

Applicant Name: Madeline Francisco-Galang (SLCO Parks/Rec)

APPLICATION DESCRIPTION

Salt Lake County Parks and Recreation, the applicant, is requesting approval of a Butterfield Canyon Trails Master Plan (exhibit A). The proposed trails master plan is a public use (conditional use) in the respective zones. The proposed trails will be mixed use, including hiking, biking, and horse traffic. No dedication of private land will be needed with this proposal.

SITE & VICINITY DESCRIPTION

The proposed Master Plan is located in Butterfield Canyon and includes approximately ten thousand acres of land owned primarily by the Bureau of Land Management (BLM), Salt Lake County Parks and Recreation, and Rio Tinto (Kennecott). The Master Plan includes 40 miles of new trails in Upper and Lower Butterfield Canyon. The plan foresees two phases of construction, a 12-mile Phase I nearer Herriman City and a 28-mile Phase II in Upper Butterfield Canyon that includes connections to Tooele County.

Phase #1 trails lie primarily within BLM land (right-of-way grant, exhibit C). Phase I includes the Completion of a NICA (National Interscholastic Cycling Association) High School Mountain Bike Course. This will be the first and only venue of its kind in Salt Lake County. Salt Lake County would like to begin construction on Phase I in July of 2022, finishing in November of this year.

Phase #2 trails are located on Kennecott and Salt Lake County parks and open space. Phase I is slated to begin construction in 2023 and includes 28 miles of multi-use trails, including a connection to Tooele County's trail system. An Individual agreement (exhibit D) with Rio Tinto (Kennecott) is in place to accommodate the trail system. The associated zoning for this trail master plan is FR (Forestry Recreation) and A (Agriculture) with FR being the predominant zone.

ANALYSIS

There are a number of parts to building out the proposed Butterfield Canyon Trails Master Plan. The trails will be located almost exclusively within Salt Lake County, but the parking area was recently annexed into Herriman City. There are no parking lots or buildings within Salt Lake County, so these are not an issue. Public uses are allowed by conditional use within the applicable zoning districts. If a conditional use permit is granted, the proposed Butterfield Canyon Trails Master Plan will comply with all of the applicable zoning provisions. There are no other applicable laws or ordinances that apply to the Butterfield Canyon Trails Master Plan, at least for the portion of the project located within Salt Lake County.

There are no traffic considerations within the County because the parking lot and the primary means of access to the parking lot are located within Herriman City.

The proposed use and site development plan does not pose a serious threat to the safety of persons who will work on, reside on, or visit the property nor pose a serious threat to the safety of residents or properties in the vicinity because the construction of the trail system does not significantly change the natural state of the land, it merely provides access to that land.

The proposed use and site development plan does not adversely impact properties in the vicinity of the site through lack of compatibility with nearby buildings in terms of size, scale, height, or noncompliance with community general plan standards. The proposal is to increase access for recreational purposes without changing the nature of the land to any significant degree.

The proposed use and plans comply with the applicable standard or the conditions of approval will result in compliance with the standard.

PUBLIC COMMENT

As of the writing of this staff report, the MSD planning staff have not received any public comment related to the proposed Trails master plan.

OPTION FOR THE PLANNING COMMISSION

The Planning Commission has three options with respect to this application for a Conditional use:

- Option 1: Approve the Conditional Use with the conditions as proposed; or
- Option 2: Approve the Conditional Use with the conditions as amended; or
- Option 3: Deny the Conditional Use request only if reasonably anticipated detrimental effects cannot be substantially mitigated by reasonable conditions

CONCLUSION & RECOMMENDATION

Based on the evidence provided in this report, the applicant has met the criteria to allow a trails master plan in the applicable FR/A zones. Therefore, staff recommends the Salt Lake County Planning Commission approve Application file CUP2022-000566 for a trails master plan, with the following condition.

1. Prior to the final approval all technical items noted during the preliminary review process be addressed for compliance
2. Any applicable building/grading/flood control permits to be issued prior to work being started.

EXHIBITS:

- A. Introduction from Applicant (Parks and Rec)
- B. Power point from Applicant (Parks and Rec)
- C. BLM right-of-way grant
- D. Rio Tinto (Kennecott) Lease agreement

EXHIBIT A

The Butterfield, Rose, and Yellow Fork Canyons Open Space Master Plan and Trails will guide Salt Lake County, the BLM, Herriman, and other key stakeholders in joint management of this regionally significant complex of open space lands. The plan proposes to design and construct approximately 40 miles of new multi-purpose, non-motorized trails within Upper and Lower Butterfield Canyon. Lower Butterfield Canyon parking lots and regional park will serve as the trailhead and event parking for the trail system within the Canyon. The Butterfield Canyon Trails will ultimately connect to Yellow Fork Canyon and even into Tooele County. While most of the trail system is in the Unincorporated areas of Salt Lake County, residents of Herriman, South Jordan, Riverton, Bluffdale, and beyond will greatly benefit.

The area being developed into trails in Herriman City is part of the Olympia development. The Master Park and Open Space Plans show this area to be a trail head and regional park. Salt Lake County Parks and Recreation intends to develop the trail head in 2023 and is currently focused on completing approximately 12 miles of Phase 1 trails as described in the Open Space Master Plan and Trails document as well as some temporary gravel parking. This trail network will be recognized as a National Interscholastic Cycling Association (NICA) course and twice a year the combined trails of Butterfield, Rose, and Yellow Fork Canyons will host high school competition races. Throughout the rest of the year, this network of trails will allow hikers, bikers, runners, equestrians, skiers, snowshoers, and other trail users new and improved opportunities to enjoy Salt Lake County and BLM lands within 30 minutes of downtown Salt Lake. The property is suitable for this type of development with its grade and access to the future Silver Sky Drive north of the property and the future development of Olympia. The trail system will be completed and connect to the future Bonneville Shoreline Trail and the Olympia Development for residents to easily access.

Salt Lake County Parks and Recreation has already developed roughly 40 miles of non-motorized trail in these Canyons, as well as a trailhead and parking area adjacent to Butterfield Canyon. Salt Lake County's vision is to develop and maintain trail systems and related infrastructure on County, Rio Tinto-Kennecott, and other private lands, with several connections to and through BLM land, which primarily serve hikers, bikers, runners, and equestrians. The addition of these trails will fit well with the trails already in Rose and Yellow Fork Canyons.

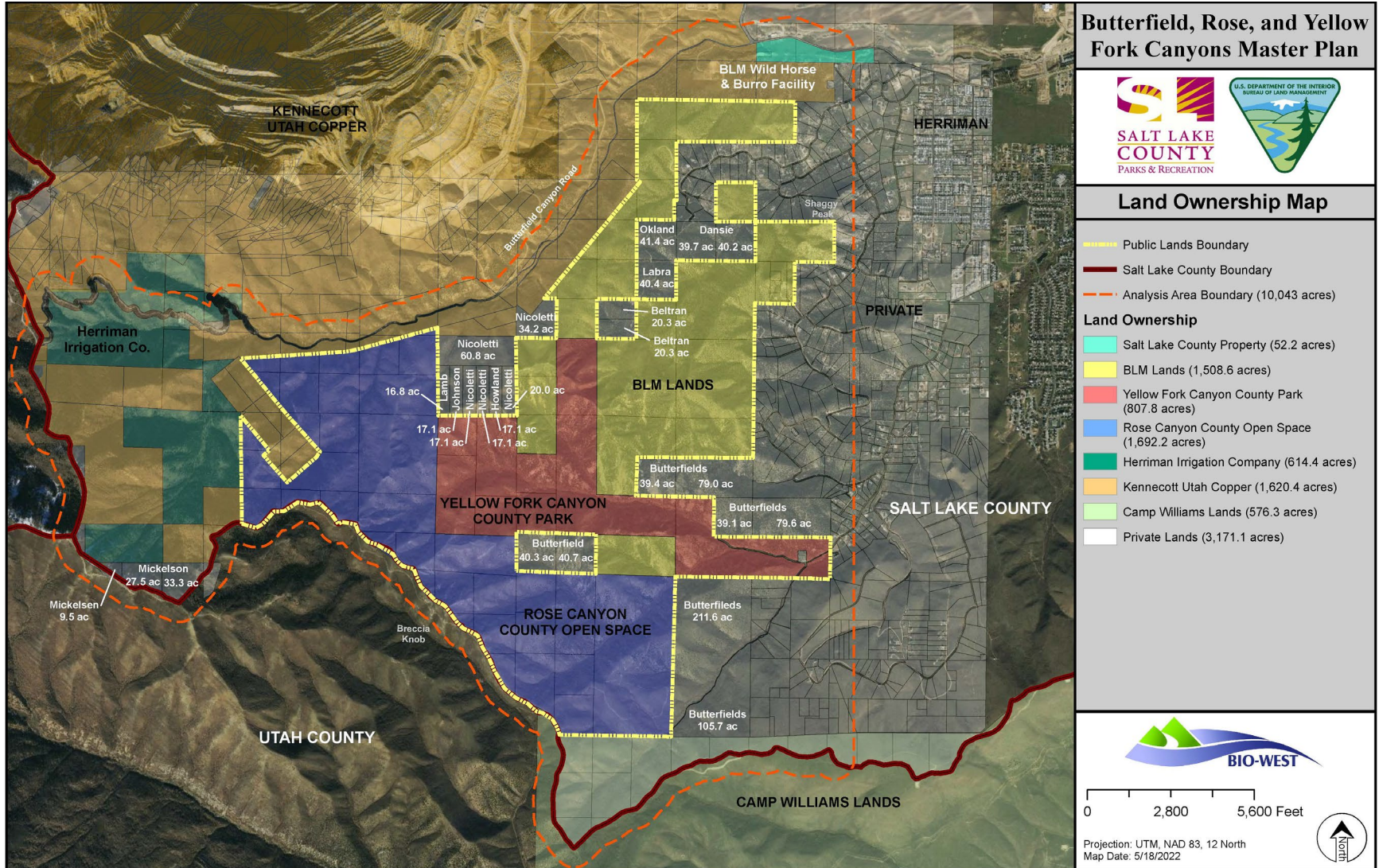
The additional trails in these areas will bring additional opportunities for the surrounding communities to enjoy the outdoors without having to travel far from home. In the recent Parks and Recreation Needs Assessment completed in the fall of 2021, many respondents requested additional trails in their communities. The trails preserve the land including the natural areas with low impact to existing natural resources including water, sewer and other utilities. Once the trails are complete, they will be maintained by Salt Lake County Parks and Recreation, we would also invite communities in the surrounding areas to help with clean up days and maintenance of trails along with community groups.

The impact of the new trail will be positive for the health and welfare of the city.

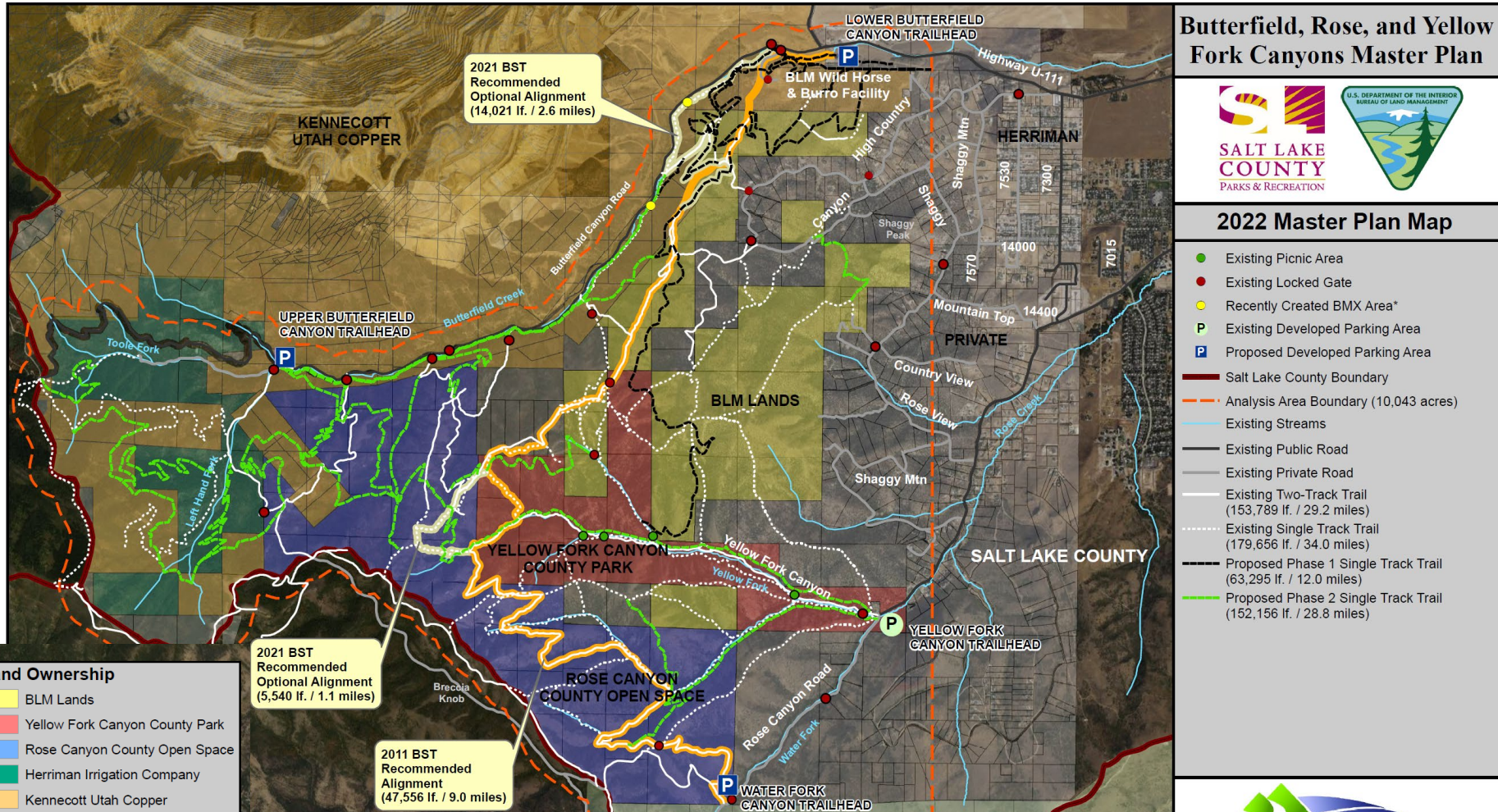
Unincorporated Salt Lake County

Butterfield Canyon Trails and Trailhead

Butterfield, Rose, and Yellowfork Canyons Open Space Land Ownership Map



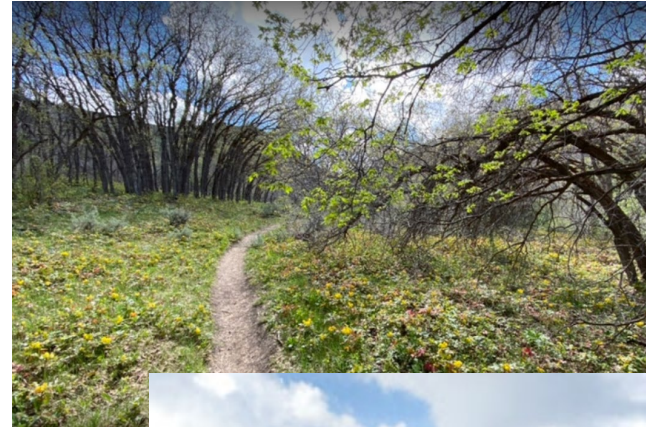
Butterfield, Rose, and Yellowfork Canyons Open Space Master Plan and Trails





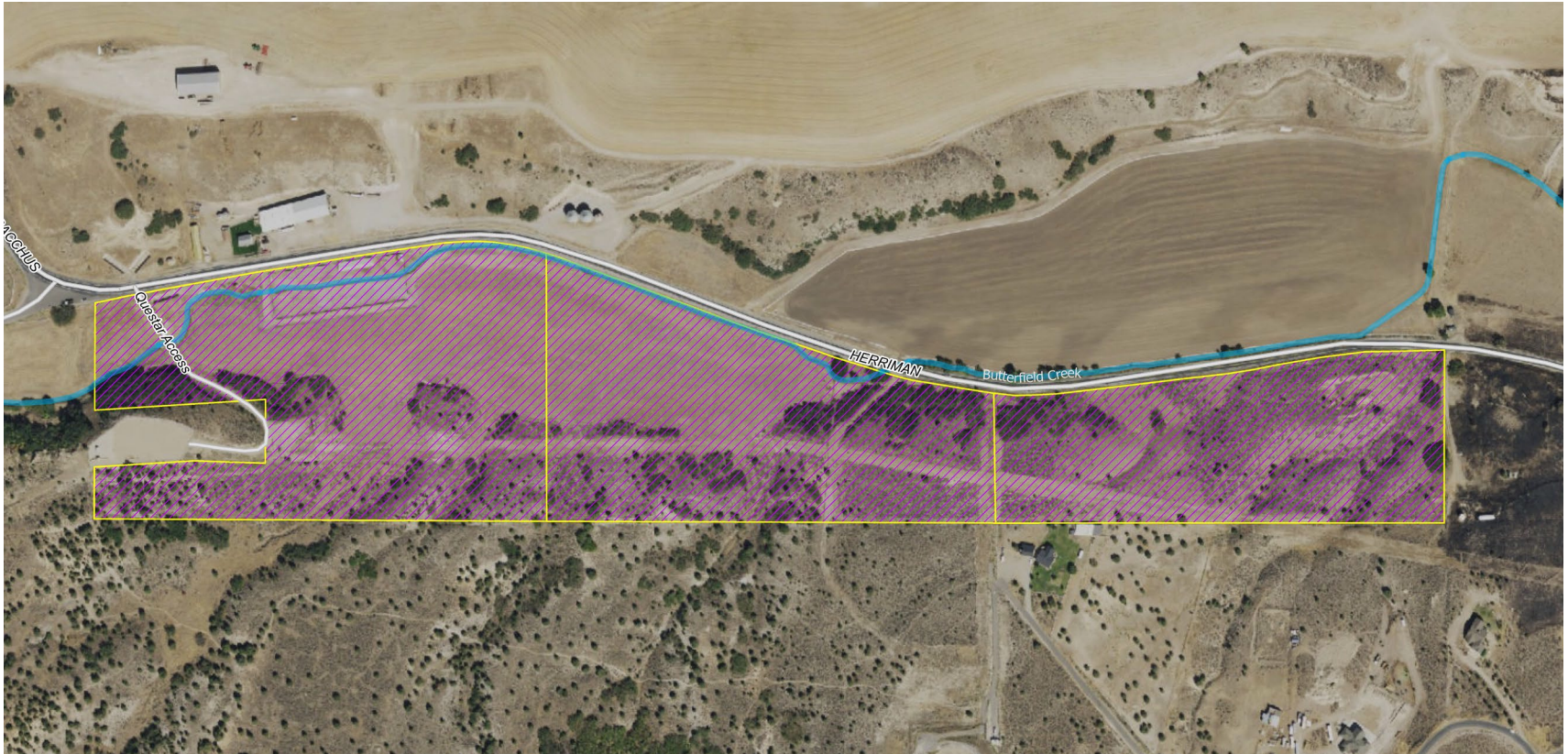
Trails information

- 40 Miles of new multi-purpose, non-motorized trails within Upper and Lower Butterfield Canyon
- Lower Butterfield Canyon parking lots and regional park will serve as the trailhead and event parking for trail system within the Canyon (located within Herriman City)
- Phase I - 12 miles of multi-use trails in Unincorporated Salt Lake County and Herriman City
 - 9 miles of trail will be new trails with 3 miles of existing trails to be used, these trail will connect into Yellowfork Canyon trails
 - Completion of NICA (National Interscholastic Cycling Association) High School Mountain Bike League Course, first and only venue for Salt Lake County
- Proposed Schedule
 - June 2022 - Award Construction Contract
 - July 2022 – Contractor Onsite Mobilization
 - July – November 2022 – Construction
 - Spring 2023 - Trail break-in and initial use by stakeholder groups.
 - Spring 2023 – Trailhead improvements begin (located in Herriman City)
- Phase 2 – 28 miles of multi-use trails connecting into Tooele County at Upper Butterfield Canyon
 - Proposed Schedule Summer 2023 begin construction





Proposed Future Trailhead and Parking



- Sufficient Acreage for Staging Area for NICA (National Interscholastic Cycling Association) High School Mountain Bike League Events and Development of Permanent Parking Lots
- Connection to Phase 1 Multi-Use Trails
- Future Permanent Restroom and Pavilions

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Salt Lake Field Office

Serial Number
UTU-95550

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder Salt Lake County Parks and Recreation receives a right to construct, operate, maintain, and terminate a trails network on public lands (or Federal land for MLA Rights-of-Way) described as follows:

Salt Lake Meridian, Salt Lake County, Utah.

T. 4 S., R. 2 W.

Sec. 5, NESW, SWSE, SESE;

Lots 2, 3, 4;

Sec. 6, Lots 1, 11, 12, 13, 14;

Sec. 7, NWNE, SENW, NWSE, SWSE, SESE;

Lot 5;

Sec. 8, NENE;

Sec. 18, NWNE, NENE, SWNE, NWSE, SWSE;

Lot 1;

This project is permitted up to 20 miles of trails (5 miles of existing and 15 miles of new development) that are non-motorized and unpaved for the use of mountain biking, equestrian, and hiking uses.

This ROW is Exempt from pay rent.

- b. The right-of-way or permit area granted herein is 10 feet wide, 105600 feet long and contains 24.24 acres, more or less. If a site type facility, the facility contains _____ acres.
- c. This instrument shall terminate on December 31, 2051, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

(Continued on page 2)

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) _____, dated December 2021, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit

Kimberly
Barnett

Digitally signed by
Kimberly Barnett
Date: 2022.02.04
13:30:39 -0700

(Signature of Holder)

(Title)

(Date)

Justin Wade
(Signature of Authorized Officer)

FIELD MANAGER
(Title)

MARCH 17, 2022
(Effective Date of Grant)

(Form 2800-14, page 2)

Division Review:

Signature: *Michael Jensen* 1/31/2022

Approved as to form:

Signature: *[Signature]* 1-27-2022

EXHIBIT A
Special Stipulations for Right-of-Way Grant UTU-95550¹
Salt Lake County Parks and Recreation – Yellow Fork/Rose Canyon Trails
December 13, 2021

Definitions

1. The Salt Lake Field Manager or their designated representative is the Authorized Officer (AO) for this authorization.
2. Hereinafter, holder means any party granted this ROW, temporary use permit, or both, its agents, contractors, representatives, or other persons directed by holder to construct, maintain, repair, restore, relinquish, abandon, modify, rehabilitate, or terminate this right-of-way, and holder's successors, or assigns. For UTU-95550, "Holder" shall mean Salt Lake County Parks and Recreation, or any and all their assignees, agents, contractors, subcontractors, and/or employees.
3. This grant may not be encumbered, hypothecated, assigned, subleased, or transferred without prior written approval by the AO. The holder may, with the approval of the BLM, assign, in whole or in part, any right or interest in a grant. The holder shall file an application (Standard Form 299) and an assignee consent form to the AO prior to the finalization of the assignment. The proposed assignee must also file proof of eligibility to hold a grant, and agree to accept and abide by all of the existing terms, conditions, and stipulations of the grant. The assignee may not commence operation, maintenance, or termination actions until the assignment is approved by the AO.
4. "Grant" means any authorization or instrument (e.g. easement, lease, license, or permit) the Bureau of Land Management (BLM) issues under Title V of the Federal Land Policy and Management Act, 43 U.S.C. 1761 et seq., and those authorizations and instruments BLM and its predecessors issued for purposes before October 21, 1976, under the existing statutory authority.

General Administrative

5. The holder shall comply with the regulations of the Department of the Interior and all other Federal, State, and municipal laws, ordinances, or regulations, which are applicable to the area or operations covered by this grant, whether explicitly mentioned herein or not. This authorization does not relieve the holder from securing any other permits, licenses, or other authorizations required by federal, state, or local law.
6. The holder shall notify the AO within 30 calendar days when there is a change affecting their application or grant, including, but not limited to, changes in: legal name, mailing

¹ Special Stipulations have been incorporated as per the FONSI and Decision Record prepared for the Trail Development in the Lake Mountains, North Oquirrh Management Area, and Rose and Yellow Fork Canyons, DOI-BLM-UTW010-2020-0007-EA, April 2021 Accessed online at <https://eplanning.blm.gov/eplanning-ui/project/1505414/510>

address, partners, financial conditions, business/corporate status, or other conditions as mentioned under 43 CFR 2807.11.

7. The holder shall conduct all activities associated with the construction, operation, and termination of the ROW expressly authorized within its terms. The holder shall construct, operate, and maintain the facilities, improvements, and structures within this Right-of-Way (ROW) in strict conformity with the Plan of Development (POD) that accompanied the application and was approved and incorporated into the grant as Exhibit B. Any relocation, construction, or other use that is not explicitly permitted by the approved POD shall not be initiated without the prior written approval of the AO. A copy of the complete ROW grant, including all stipulations and approved PODs, shall be made available on the ROW site during its construction, operation, and termination to the AO. Noncompliance will be grounds for an immediate temporary suspension of activities if, in the AO's sole discretion the noncompliance constitutes a threat to public health and safety or to the environment. Any activity not authorized by this grant may also subject the Holder to prosecution under applicable law and to trespass charges under 43 CFR 2808.
8. The holder must submit an application to amend (SF-299) for any substantial deviation to this ROW. Per 43 CFR 2801.5, "substantial deviation means a change in the authorized location or use which requires: (1) construction or use outside the boundaries of the right-of-way, or (2) any change from, or modification of, the authorized use. Examples of substantial deviation include adding equipment, overhead or underground lines, pipelines, structures, or other facilities not included in the original grant."
9. The BLM may revoke or terminate this grant in whole, or in part, upon a determination by the AO that the holder fails to comply with applicable laws and regulations, or any terms, conditions, or stipulations of the grant, the holder abandons the right-of-way, or upon determination by the AO, that the holder's action or inaction there exists a threat to human health or safety, or irreparable harm to the surrounding environment.
10. The BLM shall retain and may exercise any rights the grant does not expressly convey to the holder. These include, but are not limited to entrance upon the lands granted herein or any facility constructed on public lands, to require common use of the right-of-way, including facilities (see 43 CFR 2805.14(b)), the subsurface, and air space, collect rents for the use of the land, facilities, subsurface, and air space, retain ownership of resources found on these lands, including timber and mineral materials, and any living or non-living resources. The holder has no right to use these resources, except as noted in 43 CFR 2805.14(e). The BLM also reserves the right to determine if your grant is available for renewal and may change the terms and conditions of the authorization as a result of changes in legislation, regulation, or as otherwise necessary to protect public health or safety or the environment.

Public Health and Safety

11. All design, material, and construction; operation, maintenance, and termination practices shall be conducted in accordance with safe and proven engineering practices.

12. The holder agrees to indemnify and hold harmless the United States Government for any and all liability, including but not limited to injury to persons or damage to property, which may result from the use permitted.
13. The right-of-way shall be maintained in a sanitary condition at all times; waste materials shall be disposed of promptly at an appropriate waste disposal site. Waste means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. The holder is strictly prohibited from transporting, storing, or disposing of any toxic or hazardous substance on the right-of-way.
14. The AO may suspend or terminate in whole or in part any notice to proceed which has been issued when, in his or her sole judgment, unforeseen conditions arise which result in the approved terms and conditions being inadequate to protect the public health and safety or to protect the environment.
15. Holder shall maintain the right-of-way in a safe, usable condition, as directed by the authorized officer.
16. The holder shall inform the authorized officer within 48 hours of any accidents on federal lands.

Environmental Protection

17. All activities shall be conducted with due regard for good resource management and in such a manner as not to block any stream, or drainage system, or cause the pollution or siltation of any stream or lake.
18. The holder shall comply with all applicable Federal laws and regulations existing or hereinafter enacted or promulgated. In any event, the holder shall comply with the Toxic Substances Control Act of 1976 as amended, 15 U.S.C. 2601 et. seq. (1982) with regards to any toxic substances that are used, generated by, or stored on the right-of-way or in any facilities authorized under this ROW grant. (See 40 CFR, Part 702-799 and especially, provisions on polychlorinated biphenyls, 40 CFR 761.1-761.193.) Additionally, any release of toxic substances (e.g., leaks or spills.) in excess of the reportable quantity established by 40 CFR 117 and 40 CFR 302 shall be reported to the AO and to the National Response Center at 687-9485 or 888-331-6337 (NDEP), as required by the Comprehensive Environmental Response, Compensation, and Liability Act, Section 102b. Notification should also be made to the Utah Department of Environmental Quality Incident Notification Line at 801-536-4123. A copy of any report required or requested by any Federal agency or State government as a result of a reportable release or spill of any toxic substances shall be furnished to the AO concurrent with the filing of the reports to the involved Federal agency or State government.
19. The holder agrees to indemnify the United States Government against any liability arising from the release of any hazardous substance or hazardous waste (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. or the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq.) on the right-of-way, unless the release or threatened release is determined to be wholly unrelated to the holder's authorized activities on the right-of-

way). This agreement applies to the ROW regardless whether a release is caused by the holder, its agent, or any unrelated third parties.

20. If during any phase of the construction, operation, or termination any oil or other pollutant should be discharged from containers or vehicles and impact Federal lands, the control and total removal, disposal, and cleanup of such oil or other pollutant, wherever found, shall be the responsibility of the holder, regardless of fault. Upon failure of holder to control, cleanup, or dispose of such discharge on or affecting Federal lands, or to repair all damages to Federal lands resulting therefrom, the authorized officer may take such measures as he deems necessary to control and cleanup the discharge and restore the area, including, where appropriate, the aquatic environment and fish and wildlife habitats, at the full expense of the holder. Such action by the authorized officer shall not relieve the holder of any liability or responsibility.
21. No construction or routine maintenance activities shall be performed during periods when the soil is too wet to adequately support construction equipment. If such equipment creates ruts in excess of four inches deep, the soil shall be deemed too wet to adequately support construction equipment.

Air Quality

22. Water or other means satisfactory to the authorized officer will be used for dust control during construction/maintenance activities.
23. Construction/maintenance activities that contribute to regional emissions during periods of extreme poor air quality will be limited. Construction, operation, or maintenance activities shall meet federal, state, and local emission standards for air quality.

Lands and Realty

24. Any ROW authorized is subject to all prior valid and existing rights on the effective date of this grant, and the United States makes no representations or warranties whatever, either expressed or implied, as to the existence, or nature of such valid existing rights.
25. The holder shall protect all survey monuments found within the ROW. Survey monuments include, but are not limited to, General Land Office (GLO) and Bureau of Land Management (BLM) Cadastral Survey Corners, reference corners, witness points, U.S. Coastal and Geodetic benchmarks and triangulation stations, military control monuments, and recognizable public and private civil survey monuments. In the event of the obliteration or disturbance of any survey monument, the holder shall immediately report the incident in writing to the AO and the respective installing authority. Where GLO or BLM right-of-way monuments or references are obliterated during operations, the holder shall secure the services of a registered land surveyor or a BLM cadastral surveyor to restore the disturbed monuments or references using the surveying procedures found within the latest edition of the Manual of Surveying Instructions for the Survey of the Public Lands in the United States. The holder shall record the resulting survey at the appropriate county facility and send a copy to the AO. If any BLM cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, the holder shall be responsible for all survey costs.

26. Future right-of-way (ROW) applicants will be notified that target shooting is allowed in some of the Planning Area and that any above ground facility may be impacted by stray bullets, possible wildfire, and exploration by individuals visiting or recreating in the area.

Livestock Grazing

27. Trails will be placed a quarter mile (1,320 ft) away from and avoid livestock fences, water troughs/ponds and corrals.
28. Gates or other acceptable passthroughs will be installed in locations where the trail intersects each fence line.
29. Information will be posted or shared with the general recreating public and permitted/authorized recreation events, notifying them that the trail system occurs within active livestock grazing allotments. Recreation users will encounter authorized livestock (including their waste), infrastructure and herd dogs/llamas or other livestock protection animal utilized by grazing permittees. Under CFR §4140.1 (b), parts 2, 4, 5, 7, 11), harassing livestock or vandalizing range developments is not permitted.

Recreation and Travel/Transportation

30. Special Recreation Permits (SRP) would be required for commercial, competitive, or organized uses on public lands in the AA, unless exempted by the Authorized Officer. Any use of private lands for a planned event would require a separate, written agreement with the private landowner.
31. Access for vehicles related to construction and maintenance activities must conform to travel management designations (e.g., limited to existing or designated routes; no cross-country motorized use).

Riparian/Floodplains/Water

32. No new surface disturbing activities will be allowed within 1,200 feet (366 meters) of riparian areas or the lakeshore of Utah Lake unless it can be shown that:
 - a. there are not practical alternatives or,
 - b. all long-term impacts can be fully mitigated or,
 - c. the activity will benefit and enhance the riparian area.
33. Stream crossings will be designed and located where the channel is narrow, straight, and uniform and has stable soils and relatively flat terrain.
 - d. Crossings will be selected where erosion potential is low, with a gentle slope approach where channels are not deeply incised, and crossings will be oriented perpendicular to the channel.
 - e. Low water crossings will be designed to maintain the function and bedload movement of the natural stream channel. Low wash crossings, bridges, or similar devices will be installed at 100-year flood plain crossings or as needed.

Vegetation

34. New developments will be focused in already disturbed areas, where feasible.
35. Trails, including downhill treks, will be designed in a manner that reduces vegetation disturbance and soil erosion.
36. New disturbances, from facility development/installation will be actively reclaimed. Reclamation/rehabilitation measures will include reseeding, recontouring, water barring, etc. Seed mixes will prioritize native species or follow the emergency stabilization seed mix developed for fire reclamation purposes.
37. Invasive species will be treated per BLM policy.

Lands with Wilderness Characteristics

38. Trailheads and parking areas must be constructed outside of any BLM-identified lands with wilderness characteristics.

Wastes (hazardous or solid)

39. Solid or liquid materials brought on site to support operations will be stored in original containers, used as per manufacturer's directions, and removed from the site as soon as is practicable or at the conclusion of the project's activities.
40. Wastes will not be disposed of on site. Should solid or hazardous materials be released during the project's activities, they will be remediated immediately.
41. If solid or hazardous wastes be discovered in quantities in excess of reportable quantities (RQs), as a result of the project's activities, they will be reported to BLM and the State.

Travel and Transportation

42. The holder shall not enclose or obstruct in any manner any roads or trails commonly used for public travel or access to public lands surrounding the grant. The holder shall not erect nor maintain any signs or structures on or adjacent to any roads or trails without the prior written permission of the AO.
43. The holder may not construct new access roads or travel off road by vehicle to reach the grant area without the AO's prior written approval. Access with motorized vehicles/equipment must be kept to existing or approved constructed routes, in accordance with the Plan of Development. Cross country and off-route travel is not permitted; travel is restricted to existing routes.

Siting Trails/Adjacent Landowners

44. The holder shall construct trails in locations that do not conflict with local or county government rules or infringe on adjacent landowner/homeowner rights or responsibilities.
45. Trails shall be constructed at the maximum distance possible from homes or other structures to ensure safety and privacy of the landowner/homeowner. Signs and other

methods must include messages to trail users to practice Leave No Trace principles as well as No Trespassing and trail use etiquette.

Cultural and Paleontological Resources

46. The discovery of any cultural and/or paleontological resource (historic or prehistoric site, feature, or object(s)) by the Holder, its agents, assignees, contractors, or monitors shall be immediately reported to the BLM authorized officer. The Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the BLM authorized officer. An evaluation of the discovery shall be made by BLM archaeologists, under the direction of the BLM authorized officer, to determine the appropriate actions to prevent the loss or damage to cultural or scientific values. The Holder shall be responsible for the costs of evaluating discovered sites or objects and preventing the loss or damage to cultural or scientific values.

The entire right-of-way is within an area that has potential for cultural resources and lacks current cultural resource survey work. The Holder will be required to have a qualified archaeological monitor on site, bearing an active field work authorization from the BLM Salt Lake Field Office, during surface-disturbing activities (i.e., mechanical stripping, grading, or excavation (or similar activities)) arising from the operation, maintenance, or termination of this grant. The Holder shall be responsible for the coordination and potentially the costs of monitoring substantial surface-disturbing activities within the right-of-way. Please coordinate maintenance and surface-disturbing activities with the Salt Lake Field Office at least 30 days in advance of any planned work. Alternatively, the Holder may elect to undertake a pedestrian Class III cultural survey of the ROW area.

Visual Resources Management

47. A Visual Contrast Rating (VCR) (BLM 1986) will be conducted for proposed centerline alignments in VRM Class II areas, incorporating information from the most recent visual resources inventory (BLM 2011) at appropriate key observation points. The placement of trails will avoid breaking the visual horizon wherever possible. Trails will flow with natural topography to the greatest extent practicable, and be designed to minimize contrast to the form, line, color and texture of the existing landscape.
- a. Trails will be constructed/maintained in a manner that is consistent with the VRM Class objectives.
 - b. Avoid new trail construction in VRM Class II area. **See attached exhibit.**
48. Locate new trails so that they are screened by the topography and vegetation from any major viewing point, such as major access roads and trailheads.
49. Trail development will consider visibility from current adjacent residential development, and proposed centerline alignments will incorporate existing vegetation or topographical screening wherever possible to respect the privacy of nearby residences.
50. The placement of trails will avoid breaking the visual horizon wherever possible. Trails will flow with natural topography to the greatest extent practicable, and be designed to

minimize contrast to the form, line, color and texture of the existing landscape. Implementation of these protective measures would mitigate impacts to visual resources

Vegetation and Weeds

51. All activities shall be conducted to avoid or minimize disturbance to vegetation. If it becomes necessary to remove vegetation, prior approval by the AO is required.
52. The holder shall be responsible for weed control on disturbed areas within the limits of the grant. The holder is responsible for consultation with the authorized officer and/or local authorities for acceptable weed control methods (within limits imposed in the grant stipulations).
53. Use of pesticides or herbicides shall comply with the applicable Federal and State laws. Pesticides or herbicides shall be used in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the application of any pesticide or herbicides on the ROW, the holder shall contact the BLM authorized officer to obtain a Pesticide Use Proposal (PUP) form. Once the PUP is reviewed, approved, and returned the holder may proceed with the application of the proposed chemicals. Upon completion of the applications, the holder shall use the application record form provided during the PUP issuance and submit the form to the BLM within 7 days following the end of application.
54. New developments will be focused in already disturbed areas, where feasible.
55. Trails, including downhill treks, will be designed in a manner that reduces vegetation disturbance and soil erosion.
56. New disturbances, from facility development/installation will be actively reclaimed. Reclamation/rehabilitation measures will include reseeding, recontouring, water barring, etc. Seed mixes will prioritize native species or follow the emergency stabilization seed mix developed for fire reclamation purposes.
57. Invasive species will be treated per BLM policy.

Fire Prevention and Mitigation

58. The holder or its contractors will notify the BLM of any fires and comply with all rules and regulations administered by the BLM concerning the use, prevention and suppression of fires on Federal lands, including any fire prevention orders that may be in effect at the time of the permitted activity. The holder or its contractors may be held liable for the cost of fire suppression, stabilization, and rehabilitation. In the event of a fire, personal safety will be the first priority of the holder or its contractors. The holder or its contractors will: Operate all internal and external combustion engines on federally managed lands per 43 CFR 8343.1, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.

- c. Operate all internal and external combustion engines on federally managed lands per 36 CFR §261.52, which requires all such engines to be equipped with a qualified spark arrester that is maintained and not modified.
 - d. Carry shovels, water, and fire extinguishers that are rated at a minimum as ABC - 10 pound on all equipment and vehicles. If a fire spreads beyond the suppression capability of workers with these tools, all will cease fire suppression action and leave the area immediately via pre-identified escape routes.
 - e. Initiate fire suppression actions in the work area to prevent fire spread to or on federally administered lands.
 - f. Notify the Northern Utah Interagency Fire Center (801) 495-7600 (or 911) immediately of the location and status of any escaped fire.
-

Wildlife

Migratory Birds

- 59. Construction/installation activities will occur outside of the migratory bird breeding season (raptors: January 1 to August 31, passerine birds and long-billed curlew: April 1 to July 31) when feasible.
- 60. If construction/installation activities must occur during the breeding season, migratory bird surveys will be conducted by a qualified wildlife biologist no more than 7-10 days prior to project initiation. If implementation activities are provided by a contractor, a report of the survey results will be provided to the BLM.
 - g. If no migratory birds are found nesting in the AA, then project activities may proceed as planned.
 - h. If migratory birds are present and nesting in the AA, the following measures must be incorporated during the project implementation phase:
 - i. Active passerine bird nests shall be avoided by 100 feet until the nests are no longer active.
 - ii. Active curlew nests shall be avoided by 200 meters (660 feet) until the nests are no longer active.
 - iii. Active raptor nests shall be avoided by the spatial and temporal buffers specified in the U.S. Fish and Wildlife Utah Field Office's Guidelines for Raptor Protection from Human and Land Use Disturbances (Romin & Muck, 2002).
- 61. New roads, parking areas or trailheads will not be located within one km (1,100 yards) of a pinyon-jay nesting colony site. Surveys will be performed in suitable habitat during the breeding season (March 1 – May 1) prior to installation of new facilities.
- 62. Organized recreational activities will be restricted within 0.5 mile of cottonwood trees providing bald eagle winter roosts during the period November 15 through March 15.

Sensitive Species

63. New developments/facilities will not be located within 100 meters (330 feet) of active pygmy rabbit or kit fox burrows. Surveys will be performed in suitable habitat no more than 30 days prior to installation of new facilities.

Wildlife (excluding Sensitive Species)

64. New project construction/installation will not occur during the winter and migration periods for mule deer and elk (December 1 to April 15) in crucial winter habitat for mule deer or elk, crucial yearlong habitat for mule deer, or in mule deer high-use migration corridors.
65. No organized recreational events will be authorized on recreational trails during the winter and migration periods for mule deer and elk (December 1 to April 15) in crucial winter habitat for mule deer or elk, crucial yearlong habitat for mule deer, or in mule deer high-use migration corridors.
66. In developed recreation sites, visitors will be required to keep their dogs on a leash secured to a fixed object, or under the control of a person, as required under BLM regulations 43 CFR §8365.

Transfer of Federal Ownership/Relinquishment/Assignment

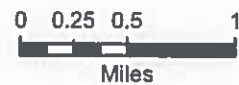
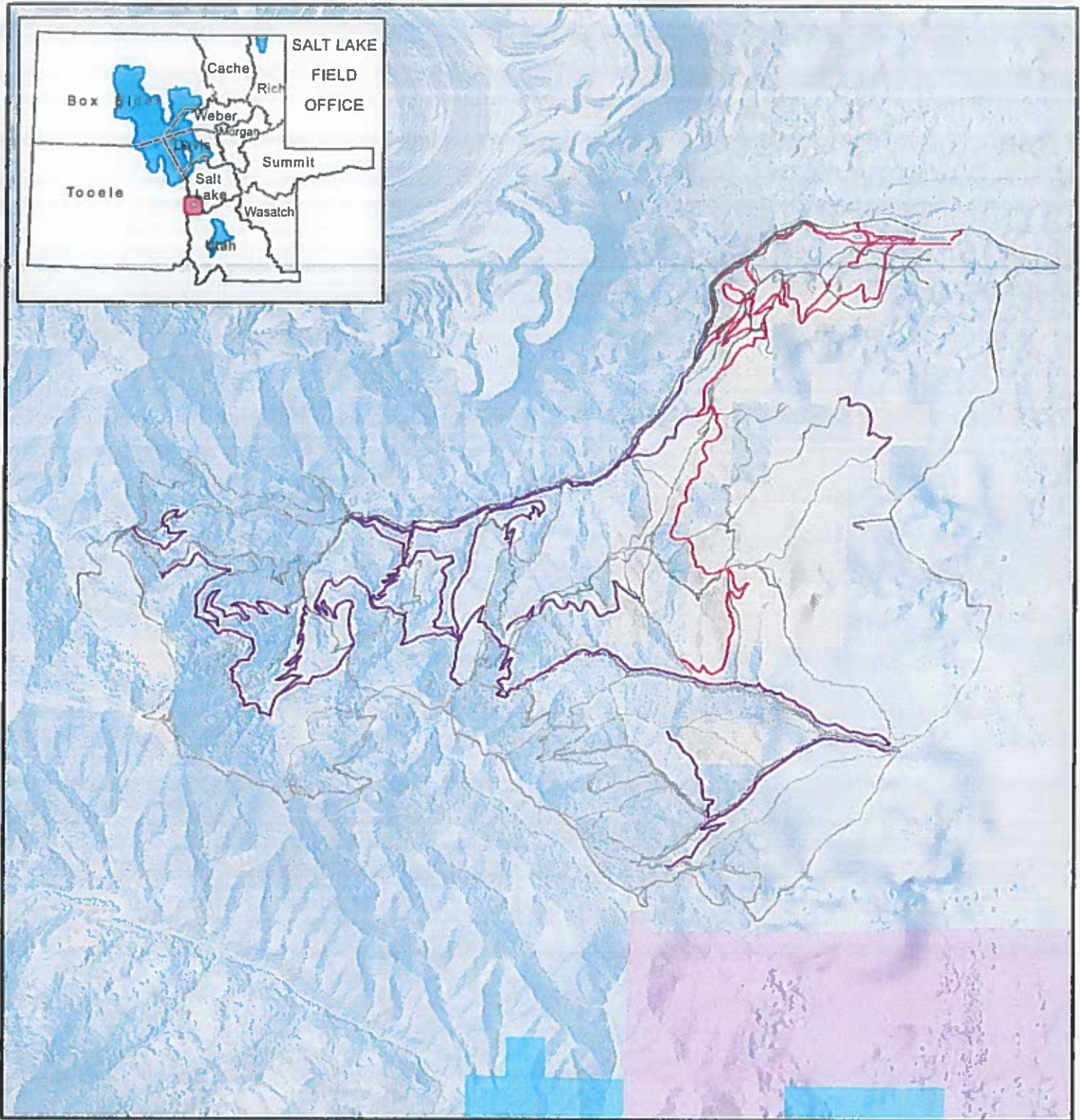
67. As per 43 CFR 2807.21, any proposed transfer of any right or interest in the ROW shall be filed with the AO. An application for assignment shall be accompanied by a showing of qualifications of the Assignee. The assignment shall be supported by a stipulation that the Assignee agrees to comply with and to be bound by the terms and conditions of the grant to be assigned. No assignment shall be recognized unless and until it is approved in writing by the AO.
68. In the event that the public land encumbered by your grant is transferred to another Federal agency, the BLM may, after reasonable notice to you, transfer administration of your grant to another Federal agency, unless said transfer would diminish your rights. If the BLM determines that a transfer would diminish your rights, the BLM can still transfer the land, but may retain administration of your grant under the existing terms and conditions of the grant. The BLM will also provide reasonable notice to the holder in the event that the encumbered lands are being conveyed out of Federal ownership, to inform the holder of their options prior to the conveyance. The holder may also agree to negotiate new grant terms and conditions with the new landowner at any time after the conveyance or transfer.

Termination/Reclamation

69. Reclamation shall be conducted in accordance with the approved reclamation plan included in the POD that accompanied the application and was approved and incorporated into the grant.
70. The holder shall contact the Authorized Officer to arrange a pre-termination conference at least 180 days prior to termination of the right-of-way. This conference will be held to review the reclamation plan as well as the termination provisions of the grant.

T 3 S

T 4 S



- Existing/Other
- Butterfield Concept/Phase 1
- Butterfield Concept/Phase 2
- BLM
- Military Reservations and Corps of Engineers
- Private
- State

December 13, 2021

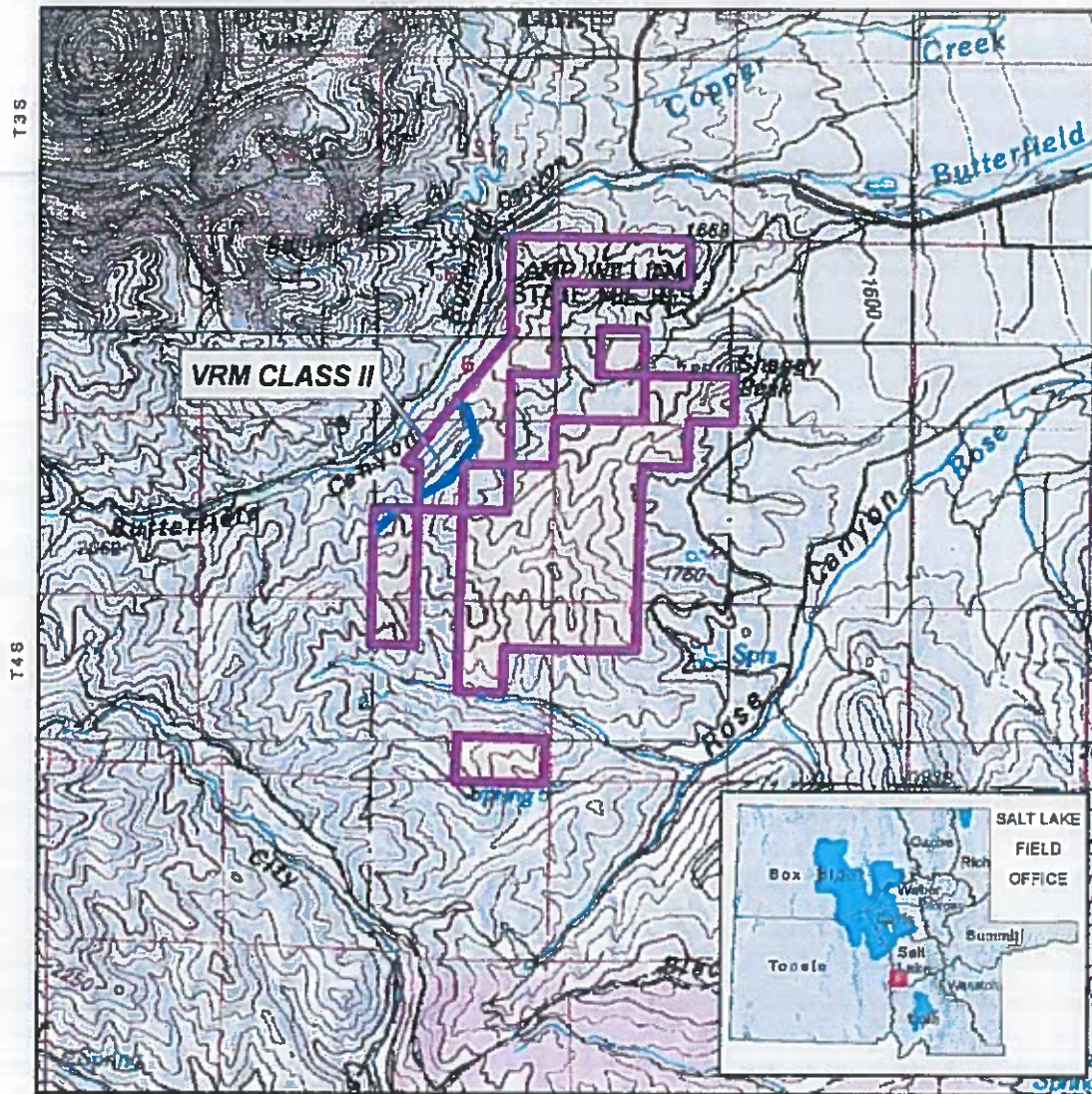
No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.



BUREAU OF LAND MANAGEMENT
SALT LAKE FIELD OFFICE
R 3 W

YELLOW FORK CANYON: VRM CLASS II AREA

R 2 W



Yellow Fork Project Area

VRM - Classes

Class II

Land Status LEGEND

BLM

Military Reservations and Corps of Engineers

Private

State



June 2021



No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data.

Non-Motorized Trail Development in the Rose and Yellow Fork Canyons

A proposal by the BLM in Partnership with Salt Lake County Parks and Recreation

Purpose and Need for the Trail ROW and Related Infrastructure

This project proposes to secure a 10-foot ROW to develop and maintain approximately 20 miles of existing and proposed purpose-built, non-motorized trails by Salt Lake County on approximately 1,520 acres of US Bureau of Land Management (BLM)-administered public lands (Attachment A). This network of trails will offer hikers, bikers, runners, equestrians, skiers, snowshoers and other trail users new and improved opportunities to enjoy Salt Lake County and BLM lands within 30 minutes of downtown Salt Lake City and just a few minutes from the nearby community of Herriman. There is a growing and documented desire from Salt Lake County communities for non-motorized trail opportunities that restrict motorized use and feature looping stacked trails with a variety of terrain, while catering to a broad spectrum of abilities.

In addition to the establishment of a ROW and the physical creation of trails, this project will also be a catalyst for much-needed trailhead improvements along Butterfield Canyon Road by development of parking areas to serve recreational users in the vicinity of BLM lands, while also relieving pressure on existing trailheads located on Salt Lake County lands. Some private property is accessed in this proposal and Salt Lake County will work with any concerned private landowners to ensure adequate signage and fencing to discourage accidental trespassing. The County is also partnering with the largest private landowner within the project area, Rio Tinto-Kennecott, through an access and management plan agreement. In addition, the proposed trails will not significantly impact valid existing lessee rights or other administrative permits associated with the BLM-administered public lands. Furthermore, surface lessees on the BLM land have voiced their verbal support for the project and the trail design.

Salt Lake County has already developed roughly 40 miles of non-motorized trail, as well as a trailhead and parking area, on County land adjacent to BLM land. Salt Lake County's long-term goal and vision is to develop additional phases of the existing trail system and related infrastructure on County, Rio Tinto-Kennecott, and other private lands, with several connections to and through BLM land, to primarily serve hikers, bikers, runners, and equestrians.

The need for this project has been expressed by the local recreational community through organizations in Salt Lake County, including, but not limited to, the National Park Service Rivers, Trails and Conservation Assistance Program; Salt Lake County Parks and Recreation; Bike Utah; and local mountain biking organizations to develop non-motorized trails and new public access in the Rose Canyon and Yellow Fork Canyon vicinity. The proposed project will further build on Rose and Yellow Fork Canyons as portals to public lands for non-motorized uses, creating biking, riding, and hiking trail networks and an opportunity for direct access to the surrounding mountains.

Action is necessary to curtail the development of additional unplanned or user-created trails, and to reduce the proliferation of substandard trails while providing for safe recreational experiences and the protection of natural and cultural resources. The BLM is seeking to develop sustainable trail systems that minimize impacts to resources, offer safe access on public lands, and cultivate user groups that can assist in meeting stewardship goals. As such, this project also involves the closure and restoration of approximately 4.0 miles of two-track and single-track trail, including 1.2 miles of two-track and single-track trail on BLM lands.

While the proposed trails on BLM lands will be accessed from the Salt Lake County roads network, they are being designed as a park and recreate system vs. an intermodal transportation network. The trail system will equally serve the interest and needs of regional non-motorized recreationists and visitors traveling to or through the region. Salt Lake County will proceed with construction of the proposed trails as permanent recreational infrastructure, even though a Reclamation Plan is provided (Attachment B) to meet BLM agency requirements. Salt Lake County will also diligently track atmospheric, environmental, and trail conditions to manage any seasonal or temporary closures to reduce erosion and protect wildlife as needed or directed.

Successfully completing the proposed trails system will be a complex multi-year process. Planning and design work to-date has been grounded in consolidating a broad range of committed community partners that share an equal interest in the project as well as the mission of Salt Lake County Parks and Recreation to increase regional recreational opportunities and access with the additional goal of benefitting the local economy. Upon approval of the trail ROW by BLM, Salt Lake County anticipates a 2 to 3 year time-frame for completion of the proposed trail infrastructure.

Description of Trail Infrastructure

The BLM would authorize the construction and maintenance of up to 20 miles of existing and new, single-track and double-track, non-motorized trails, within Rose and Yellow Fork Canyons. As delineated by the Project Proposal Map (Attachment A), the goal of the proposed trail system is to connect Rose Canyon and Yellow Fork Canyons, using as many of the designed trails with independent utility as possible while remaining on BLM and County lands. Under this approach, multiple stacked loops will offer a range of terrain for various abilities, user groups, and recreation type. Combining the proposed trails with the existing trails on County and private land would total over 110 miles of high-quality multi-use trails, an incredible public recreation asset in and of itself.

Designing and Constructing Sustainable Trails

In general, the proposed trails will be developed using a combination of hand-build and machine-build techniques, using professional contractors and/or trained volunteers with qualified professional oversight and will adhere to best practices and with minimal disturbance to surrounding soils, vegetation, and viewsheds. Salt Lake County anticipates up to 12 acres of disturbance associated with the construction of the proposed 20 miles of trail on BLM lands, or less than one (1) percent of the total BLM lands. During construction of proposed trails, Salt Lake County's contractor and volunteers will be trained to recognize noxious or invasive weeds to properly remove any within the proposed trail corridor. In addition, contractors and volunteers will be required to wash and clean trail construction equipment prior to arriving at the project site.

Trail tread width would generally be between 12-36" wide on single-track trails, and between 48-96" wide on double-track trails. Trails would be sited to avoid mature vegetation such as tall trees or shrubs to the greatest extent practical, but vegetation presenting a hazard to trail users (e.g., woody shrubs or tree branches) would be cleared for approximately 2-4 feet on either side of the trail. Clearing and grubbing may not be needed along most existing trail sections and when deemed necessary will be kept to a minimum. Vegetation that is removed during trail construction would be cut at ground level and scattered to less than 18-inches high and farther than 24-inches from the trail's edge. Trails will be located on sidehills when possible, and will avoid the fall line while maintaining average grades of between 0-10 percent. The trail grade will not exceed half the grade of the sidehill. Grade reversals and outslope techniques will be used to keep water off the trail and ensure uniform sheet flow across the trail. For full details regarding the construction techniques for proposed trails, please see Sustainable Trail Construction Guidelines (Attachment D). Trail development would also follow BLM standards such as Guidelines for a Quality Trail Experience (BLM 2018) and would comply with the Architectural Barriers Act Accessibility Guidelines for Outdoor Developed Areas (Access Board 2014), as appropriate.

If water bars are required on any section, they will be constructed at least one (1) foot deep, on the contour with approximately two (2) feet of drop per 100 feet of waterbar to ensure drainage, and will be extended into established vegetation. All waterbars would be constructed with the berm on the downhill side, which would prevent the soft material from silting in the trench. The initial waterbar should be constructed at the top of the backslope. Subsequent waterbars should follow the following general spacing guidelines:

Slope (percent)	Spacing Interval (feet)
less than 2	200
2 – 4	100
4 – 5	75
greater than 5	50

For any proposed single-direction mountain-bike flow trail, certain locations (angled turns, sight-lines) may see clearing and grubbing extend out to 60" depending on safety considerations. Tree removal, if required, will be minimized and carefully analyzed for the purpose of keeping existing trees in place to provide anchor points and aesthetic screening along the trail for decreased erosion and enhanced user enjoyment throughout the trail system. When ephemeral or perennial streams are crossed, armoring (ephemeral) or bridges (perennial) will be designed specifically for the type of trail use and pertinent safety considerations. Within the proposed project vicinity, there are several existing fall-line hiking trails on BLM lands that have been developed by years of repetitive recreation use. Salt Lake County plans to dissuade use on these unsustainable trails, using innovative trail design and new trails as the primary manner of discouraging use. Salt Lake County may incorporate sustainable sections of these existing trails when possible and within the 10' ROW of the proposed project. Upon completion of trail construction, Salt Lake County will use site-appropriate native species for re-seeding disturbed areas during prime seeding time.

Trailhead and Parking Areas

The proposed project will include development of a major trailhead with parking areas, access roads, restrooms, trailhead information kiosks, and additional signage along trails (e.g., brown

fiberglass posts) on private and County-owned lands along Butterfield Canyon Road. The trailhead to be developed is located north of BLM-administered public lands along the north-east boundary of the project area. From this proposed north trailhead and parking area, trail users will have multiple hiking and biking options to access BLM lands. Construction of this parking area will require removal and storage of topsoil, excavation, and grading to establish proper grades for access and runoff.

Fencing will be placed around the perimeter of the trailhead and parking area, with the exception of vehicular access from Butterfield Canyon Road. Wayfinding signage will be incorporated into the site design, while a trail-related kiosk will be placed within the vicinity but outside the development footprint. Minimal tree removal is anticipated at this site and will be completed in accordance with any County-issued directives on the matter. Salt Lake County will make every effort to retain native trees and shrubs within close proximity of the proposed parking area. Salt Lake County will coordinate with the appropriate permitting agencies to secure applicable permits, as well as confirm any necessary clearing and grubbing related to establishing proper sight distance for the permitted approach. Upon completion of construction, Salt Lake County will use site-appropriate native species for re-seeding disturbed areas during prime seeding time.

Salt Lake County will secure applicable Utah Department of Environmental Quality storm water permits prior to trail and trailhead construction commencing. It is not anticipated that any permitting will be necessary from the Army Corps of Engineers. Salt Lake County (i.e., ROW Holder) will be responsible for maintenance and upkeep of all trails and the trailhead parking areas (Attachment C).

Trail Construction and Maintenance Costs

Table 1 provides approximate quantity and cost information for the construction and maintenance of existing and proposed trails located on BLM lands. These estimates are for construction and do not include design, engineering, and permitting expenses. These additional expenses may add 10 to 20 percent to the costs presented. Additionally, it is anticipated that quantities and approaches may vary once site-specific design work is completed for a given phase of the project. All cost estimates are given in 2020 dollar values.

Project Funding and Sustainability

Salt Lake County is fully aware that the proposed trails and trailheads network will require significant time and funding commitments to construct and maintain at an appropriate level into the future. Salt Lake County will continue to work closely with entities and individuals that professionally plan, construct, and maintain non-motorized, naturally surfaced, multi-use trails in the western U.S. In addition, the County will continue to build broad-based support at the local, regional, and state levels to ensure this project's success. To-date, Salt Lake County has secured over \$250,000 of private and public funding to plan and construct up to 7.3 miles of new trail on BLM land, as well as reconstruct or maintain 12.0 miles of the existing trails on BLM land. Additional public and private funding will be critical to developing future trail sections, as well as the proposed trailhead and parking area, on County and private lands. Pending BLM's final Environmental Assessment and Decision Record, Salt Lake County would anticipate taking up to two summer seasons to build-out or rehabilitate the 20 miles of existing and proposed trails on BLM lands.

Table 1. Cost Estimate for Constructing and Maintaining Existing and Proposed Trails on BLM Lands in Yellow Fork and Rose Canyons.

Component	Length	Unit Cost	Total Cost
Annual Maintenance and Management of Existing Two-Track Trails	4.4 Miles (23,413 feet)	\$1,000 per mile	\$4,400
Annual Maintenance and Management of Existing Single-Track Trails	7.6 Miles (40,177 feet)	\$500 per mile	\$3,800
Annual Maintenance and Management of Proposed Single-Track Trails	7.3 miles (38,477 feet)	\$500 per mile	\$3,650
Total Annual Maintenance and Management Costs	19.3 Miles (102,066 feet)	N/A	\$11,850
Construction of Proposed Single-Track Trail	7.3 Miles (38,477 feet)	\$15,000 per mile	\$109,500
Closure and Restoration of Existing Single-Track and Double-Track Trail.	1.2 Miles (6,364 feet)	\$1 per foot	\$6,400
Construction of Proposed Fencing	N/A	N/A	\$5,000
Construction of Proposed Signage	N/A	N/A	\$15,000
Total Construction Costs	N/A	N/A	\$135,900

Salt Lake County Parks and Recreation has a proven track record when it comes to funding large-scale recreation projects. The County is confident in the ability to not only raise the necessary funds for completing the construction components of this project, but also to concurrently raise annual funding to assure the long-term maintenance and sustainability of the trail system's infrastructure. As a testament to this, Salt Lake County anticipates hiring a local Trails Manager to specifically oversee community engagement, safety, and maintenance on the proposed project. This is a permanent, initially part-time position that will likely increase to a full-time position commensurate with trail development over the next two years. In addition, Salt Lake County has sufficient construction equipment and tools to facilitate volunteer groups assisting with trail maintenance. Finally, Salt Lake County has and will continue to invest in trail-specific training sessions for volunteers and Staff, as well as engaging with user groups, as opportunities present themselves.

Summary

Salt Lake County remains flexible and adaptable with this project, making several revisions after hearing from the community and spending additional time in the field collecting and verifying data regarding the local environment and proposed trail design. As the project proceeds, Salt Lake County will continue to look for additional ways to enhance the mission, which is to preserve and protect the open space, historical, and cultural resources of Salt Lake County while developing recreational amenities for the education, enjoyment, and benefit of future generations.

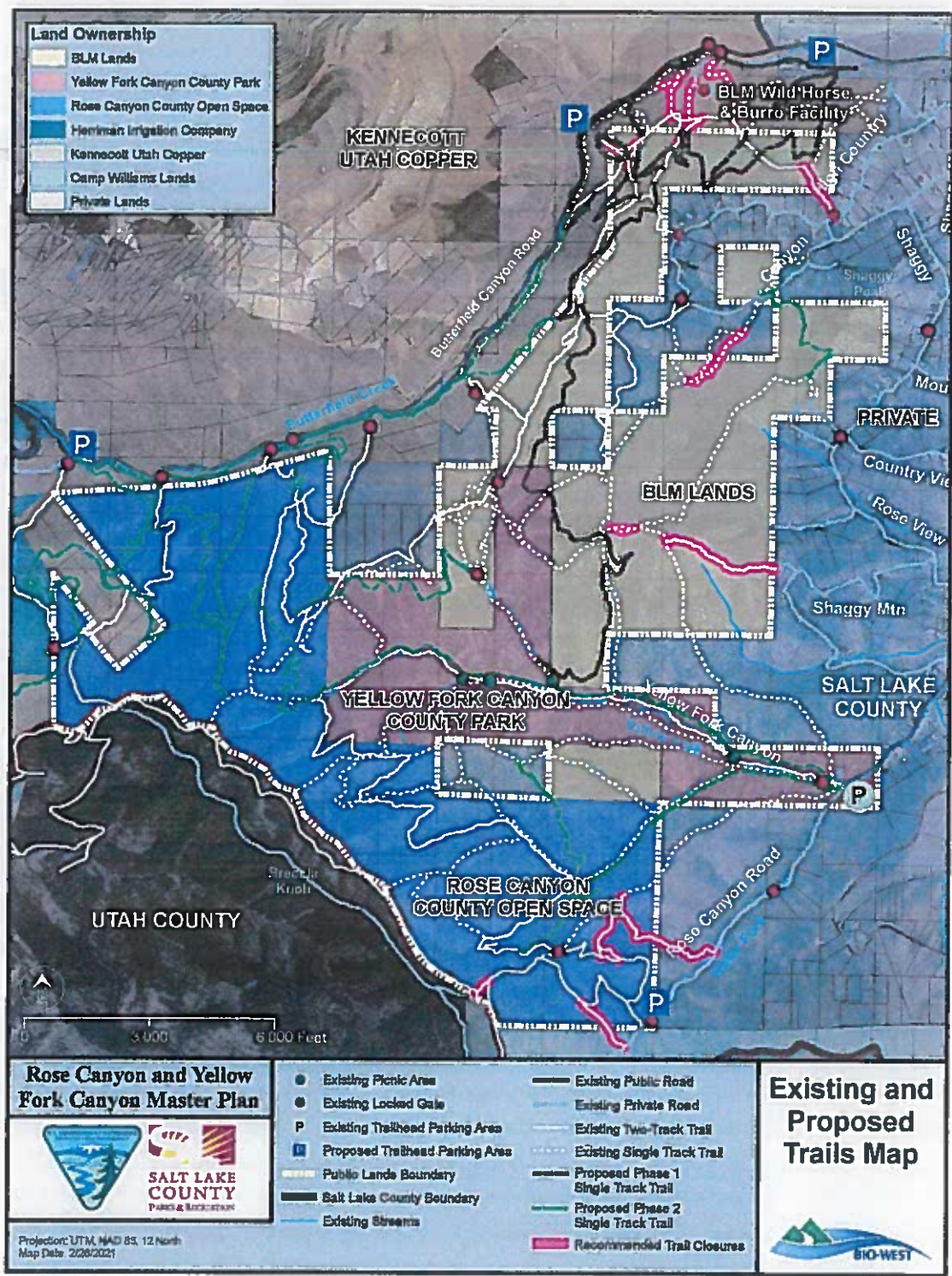
Attachment A: Project Proposal Map

Attachment B: Reclamation Plan

Attachment C: Maintenance Plan

Attachment D: Sustainable Trail Construction Guidelines

Attachment A: Project Proposal Map



Attachment B: Reclamation Plan

In general, any reclamation related to this proposal will adhere to BLM's Utah Reclamation Policy Guidelines for the Green River District which outlines reclamation goals, objectives, and actions for surface disturbing activities on BLM lands.

Interim Trail Construction Reclamation: Any reclamation or stabilization deemed necessary during construction of the proposed trails will be identified through submittal of a Notice of Intent (NOI) and acquisition of a Utah Pollution Discharge Elimination System (UPDES) Storm Water General Permit for Construction Activities. This will result in the development of a project specific Storm Water Pollution Prevention Plan (SWPPP) that will be updated as necessary during construction. Upon completion of individual trail sections or each phase of trail construction, the storm water permit will be updated as necessary.

Trail Reclamation: In the event of abandonment, relinquishment, or termination of the ROW, applicant and its agents will reclaim the developed trails using hand-labor or machine labor where appropriate, to redistribute topsoil removed and stockpiled during initial trail construction and aesthetically placed within the vicinity of the trail. A BLM-approved, project-specific seeding mixture and/or plantings, when appropriate, would follow the redistribution and hand grading of the material. All trail-side and/or trail-related signage will be removed. All infrastructure and/or structures related to the development of the site will be removed, including signage, fencing, and drainage structures.

Attachment C: Maintenance Plan

Annual maintenance is anticipated for the duration of the existence of the trails and trailhead/parking area infrastructure. Salt Lake County currently provides maintenance of existing trails and trailhead/parking areas on County owned lands within the project area. There will be flexibility in how maintenance is addressed over the long-term, but in the short-term, applicant anticipates weekly maintenance including trash pick-up, vegetation/tree limb removal, installation of minor trail erosion control and drainage features, and general reconnaissance of infrastructure. Vegetation removed for maintenance would be cut at the ground level and then scattered to no less than 18" high and farther than 24" from the trail's edge.

When specific trail sections or trailhead/parking areas need improvements or alteration to address erosion or usage issues, Salt Lake County will use a combination of paid trail crews (e.g., County staff or Utah Conservation Corps), experienced trail-volunteers, or a combination thereof to complete the work. Salt Lake County anticipates spending between \$60,000 and \$80,000 annually to maintain the approximately 110 miles of trails within the project area in safe operating condition. If during annual reconnaissance noxious or invasive weeds become an issue, pesticide application would occur, with Salt Lake County likely taking the lead. If there is a significant issue along the length of trails or across an area, Salt Lake County would likely contract with a private contractor to address and obtain an approved Pesticide Use Plan (PUP) from the BLM.

Attachment D: Sustainable Trail Construction Guidelines

The Five Essential Elements of Sustainable Trails

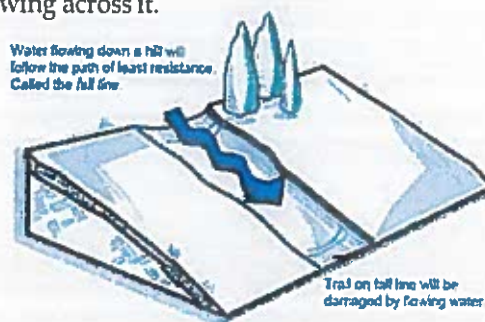
1. The Half Rule
2. The 10% Average Grade
3. Maximum Sustainable Grade
4. Grade Reversals
5. Outslope

1. The Half Rule

A trail's grade should not exceed half the grade of the sideslope the trail is traversing. If the trail's grade exceeds half the slope's grade, it is considered a fall-line trail. Water will be focused to travel the fall line, the path of least resistance, rather than flowing across it.

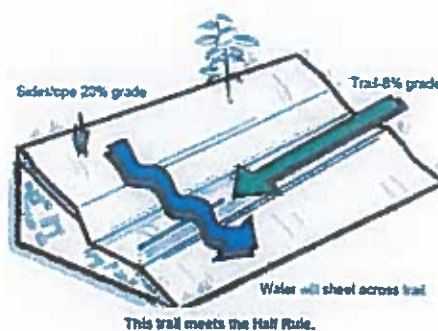
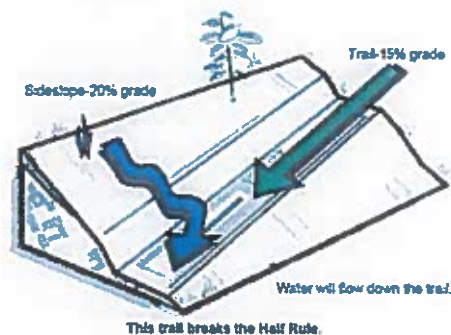
Using a clinometer to measure the sideslope percent of grade, keeping the trail's tread grade below half of what was measured will ensure proper drainage. For example, with a sideslope of 20%, the trail's tread should not exceed 10% grade.

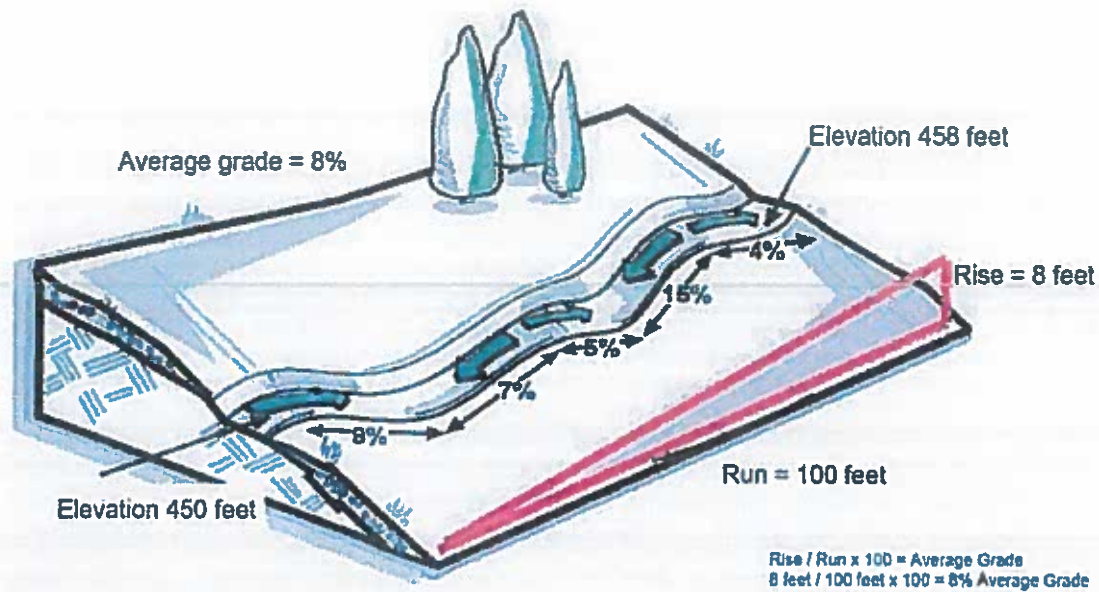
The half rule is especially important in areas of gentle slopes; erosion can still occur and the half rule still applies. For example, a trail traveling through an area with sideslopes of 6% should have a trail grade less than 3% to avoid the fall line. Flat areas should be avoided, as trails built in these areas are more likely to collect and hold water.



2. The 10% Average Grade

Generally, a 10% average grade is the most sustainable. This does not mean that all trail grades should be kept under 10%. In many situations, the trail may undulate, creating areas that have short sections steeper than 10%. But overall, the trail's average grade should be maintained at a sustainable grade of 10% or less. Short sections can exceed 10% as long as the half rule is still used (15% trail grades can be used for short sections as long as the sideslope is greater than 10%).



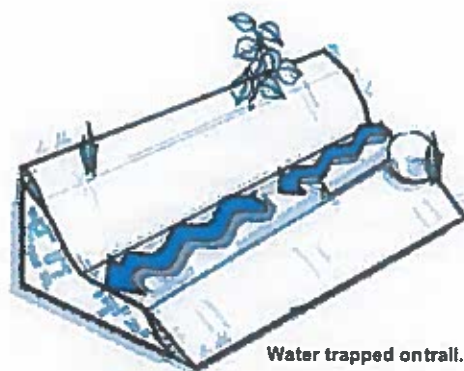
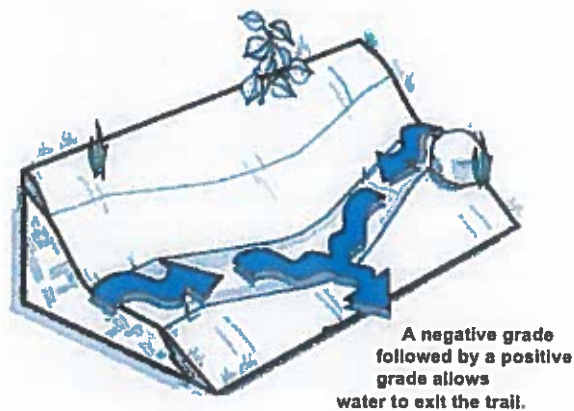


3. Maximum Sustainable Grade

Maximum grade, usually around 15 to 20%, is the steepest allowable grade based on several site-specific factors including *Half Rule* (the trail grade is less than half the sideslope grade); *Soil Types* (some soils support steeper grades than others), *Rock* (solid rock or rock embedded slopes can be steeper), *Annual Rainfall* (heavy rainfall leads to water-caused erosion; low rainfall leads to dry, loose soils), *Grade Reversals* (a short dip followed by a rise forces the water to drain off the trail), *Types of Users* (low impact users, hiking and biking, can sustain a steep grade, while higher impact users, horses and motorized, should have lower maximum grades), *Number of Users* (higher anticipated use leads to lower grades), and *Difficulty Level* (trails with a higher degree of technical challenge tend to have steeper grades; grade reversals and armoring are necessary to ensure sustainability).

4. Grade Reversals

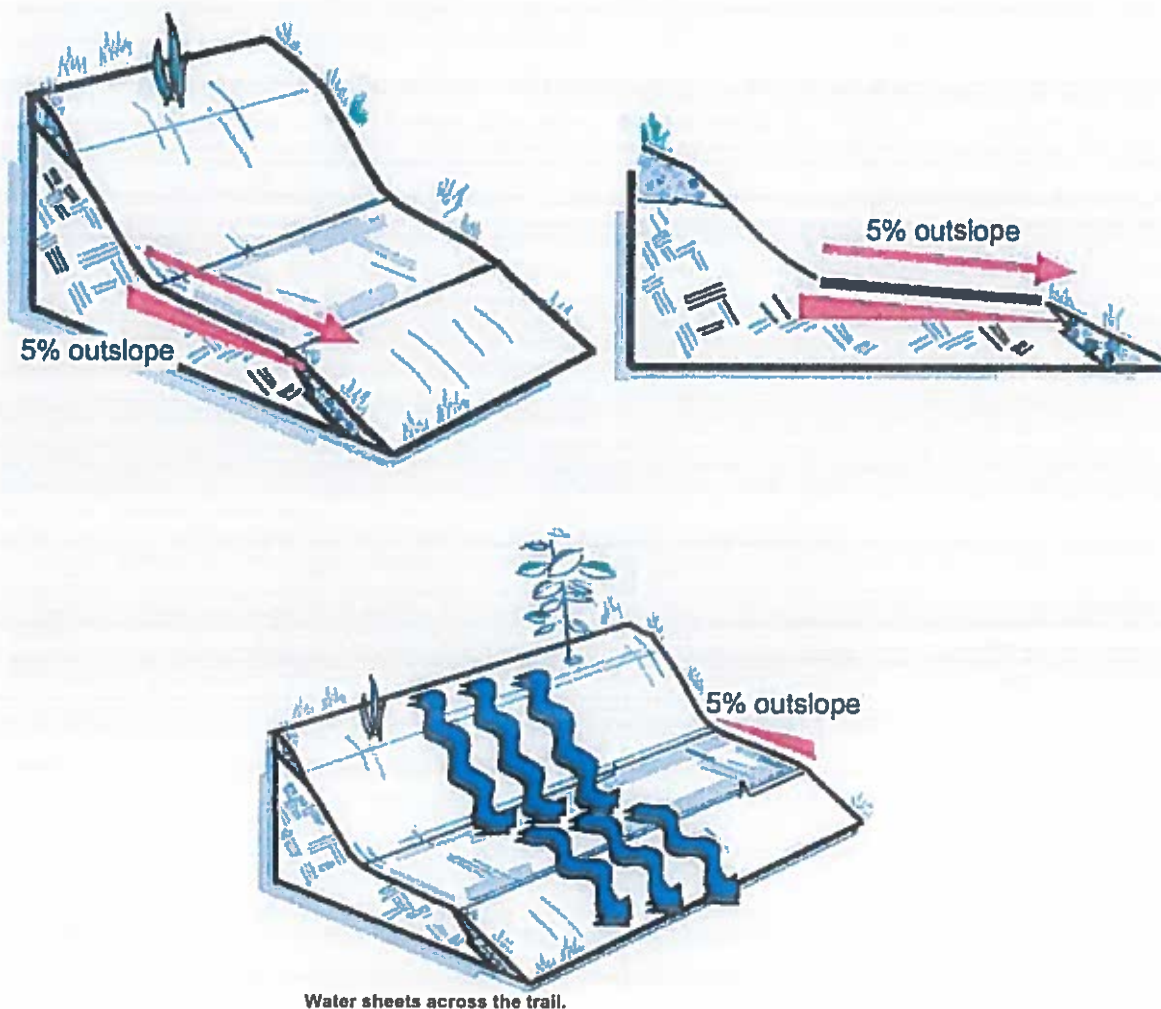
A grade reversal is a spot at which a climbing trail levels out for about 10 to 50 feet before rising again. This change in grade allows water to exit the trail tread at the low point of the grade reversal. Grade reversals are recommended every 20 to 50 feet. Grade reversals are also known as grade dips, grade brakes, drainage dips, and rolling dips.



Grade reversals also make a trail more enjoyable. On long downhill sections, grade reversals slow bicycle speeds and add variety and challenge. On uphill, brief descents help users regain their momentum and catch their breath.

5. Outslope

As the trail contours across a hillside, the downhill, or outer edge, of the trail's tread should be slightly lower than the hillside, or inside edge, by 5%. Outslopes encourage water to sheet across the trail rather than traveling down the trail's center. Outslopes can be difficult to maintain in loose soils. Constant impact from users tends to compact the center of the trail and push soils to the side. Frequent grade reversals are essential in order to drain water from the trail in this situation.



Principles of Sustainable Trails from

Sustainable Trail Development: A Guide to Designing and Constructing Native-surface Trails 2009.
International Mountain Bicycling Association and Town of Castle Rock, Colorado

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

INFORMATION ON TAKING APPEALS TO THE INTERIOR BOARD OF LAND APPEALS

DO NOT APPEAL UNLESS

1. This decision is adverse to you,
- AND
2. You believe it is incorrect

IF YOU APPEAL, THE FOLLOWING PROCEDURES MUST BE FOLLOWED

**1. NOTICE OF
APPEAL.....**

A person who wishes to appeal to the Interior Board of Land Appeals must file in the office of the officer who made the decision (not the Interior Board of Land Appeals) a notice that he wishes to appeal. A person served with the decision being appealed must transmit the *Notice of Appeal* in time for it to be filed in the office where it is required to be filed within 30 days after the date of service. If a decision is published in the FEDERAL REGISTER, a person not served with the decision must transmit a *Notice of Appeal* in time for it to be filed within 30 days after the date of publication (43 CFR 4.411 and 4.413).

2. WHERE TO FILE

NOTICE OF APPEAL.....

Bureau of Land Management, Salt Lake Field Office, 2370 South Decker Lake Blvd, West Valley City, UT 84119

WITH COPY TO
SOLICITOR.....

Regional Solicitor, Room 6201, 125 South State Street, Salt Lake City, UT 84111

3. STATEMENT OF REASONS

Within 30 days after filing the *Notice of Appeal*, file a complete statement of the reasons why you are appealing. This must be filed with the United States Department of the Interior, Office of Hearings and Appeals, Interior Board of Land Appeals, 801 N. Quincy Street, MS 300-QC, Arlington, Virginia 22203. If you fully stated your reasons for appealing when filing the *Notice of Appeal*, no additional statement is necessary (43 CFR 4.412 and 4.413).

WITH COPY TO
SOLICITOR.....

Regional Solicitor, Room 6201, 125 South State Street, Salt Lake City, UT 84111

4. SERVICE OF DOCUMENTS

A party that files any document under 43 CFR Subpart 4, must serve a copy of it concurrently on the appropriate official of the Office of the Solicitor under 43 CFR 4.413(c) and 4.413(d). For a notice of appeal and statement of reasons, a copy must be served on each person named in the decision under appeal and for all other documents, a copy must be served on each party to the appeal (including intervenors). Service on a person or party known to be represented by counsel or other designated representative must be made on the representative. Service must be made at the last address of record of the person or party (if unrepresented) or the representative, unless the person, party or representative has notified the serving party of a subsequent change of address.

5. METHOD OF SERVICE....

If the document being served is a notice of appeal, service may be made by (a) Personal delivery; (b) Registered or certified mail, return receipt requested; (c) Delivery service, delivery receipt requested, if the last address of record is not a post office box; or (d) Electronic means such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing. All other documents may be served by (a) Personal delivery; (b) Mail; (c) Delivery service, if the last address of record is not a post office box; or (d) Electronic means, such as electronic mail or facsimile, if the person to be served has previously consented to that means in writing.

6. REQUEST FOR STAY.....

Except where program-specific regulations place this decision in full force and effect or provide for an automatic stay, the decision becomes effective upon the expiration of the time allowed for filing an appeal unless a petition for a stay is timely filed together with a Notice of Appeal (43 CFR 4.21). If you wish to file a petition for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Interior Board of Land Appeals, the petition for a stay must accompany your Notice of Appeal (43 CFR 4.21 or 43 CFR 2801.10 or 43 CFR 2881.10). A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the Notice of Appeal and Petition for a Stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay. Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards: (1) the relative harm to the parties if the stay is granted or denied, (2) the likelihood of the appellant's success on the merits, (3) the likelihood of immediate and irreparable harm if the stay is not granted, and (4) whether the public interest favors granting the stay.

Unless these procedures are followed, your appeal will be subject to dismissal (43 CFR 4.402). Be certain that all communications are identified by serial number of the case being appealed.

NOTE: A document is not filed until it is actually received in the proper office (43 CFR 4.401(a)). See 43 CFR Part 4, Subpart B for general rules relating to procedures and practice involving appeals.

43 CFR SUBPART 1821-GENERAL INFORMATION

Sec. 1821.10 Where are BLM offices located? (a) In addition to the Headquarters Office in Grand Junction, CO and seven national level support and service centers, BLM operates 12 State Offices each having several subsidiary offices called Field Offices. The addresses of the State Offices can be found in the most recent edition of 43 CFR 1821.10. The State Office geographical areas of jurisdiction are as follows:

STATE OFFICES AND AREAS OF JURISDICTION:

Alaska State Office	-----	Alaska
Arizona State Office	-----	Arizona
California State Office	-----	California
Colorado State Office	-----	Colorado
Eastern States Office	-----	Arkansas, Iowa, Louisiana, Minnesota, Missouri and, all States east of the Mississippi River
Idaho State Office	-----	Idaho
Montana State Office	-----	Montana, North Dakota, and South Dakota
Nevada State Office	-----	Nevada
New Mexico State Office	-----	New Mexico, Kansas, Oklahoma, and Texas
Oregon State Office	-----	Oregon and Washington
Utah State Office	-----	Utah
Wyoming State Office	-----	Wyoming and Nebraska

(b) A list of the names, addresses, and geographical areas of jurisdiction of all Field Offices of the Bureau of Land Management can be obtained at the above addresses or any office of the Bureau of Land Management, including the Headquarters Office, Bureau of Land Management, 760 Horizon Drive, Grand Junction, CO 81506.

(Form 1842-1, September 2020)

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “**Lease**”) is entered into between Kennecott Utah Copper LLC, a Utah limited liability company, hereinafter “**Lessor**,” and Salt Lake County, a body corporate and politic of the State of Utah, hereinafter called “**Lessee**,” effective as of the 30 day of March, 2022 (the “**Effective Date**”). Lessor and County are individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

RECITALS:

A. Lessor is the owner of certain real property located in the Butterfield Canyon area within Salt Lake County, Utah, and consisting of approximately five hundred sixty (560) acres (the “**Kennecott Land**”), as generally depicted on the maps attached hereto as **Exhibit A**.

B. Lessee manages, maintains, and operates recreational trails, picnic areas, trailheads, parking areas, and related facilities for public use.

C. Lessee desires to lease a portion of the Kennecott Land to construct, maintain, repair, and operate thereon a series of trails in accordance with the terms and conditions of this Lease (including all Improvements, as defined herein) for biking, hiking, equestrian, and related recreational purposes (the “**Premises**”), which will consist of approximately 17.1 acres in total and which is depicted and more particularly described on **Exhibit B** attached hereto.

D. On or about March 26, 2021, Lessor entered into a Site Access Agreement with Lessee to allow Lessee to conduct certain due diligence to evaluate conditions of and on the Premises (the “**Site Access Agreement**”).

E. Lessor agrees to Lessee's use of the Premises only for the uses expressly permitted in this Lease.

F. In addition to other protections provided hereunder, Lessor and Lessee acknowledge and agree that Lessor desires to enter into this Lease to qualify for and avail itself of the protections of the Utah Recreational Use Statute set forth in Utah Code Sections 57-14-201 *et seq.*, as amended from time to time (the “**Use Statute**”), and Lessee desires to cooperate with Lessor in obtaining such protections to the extent permitted by applicable law and in accordance with the terms and conditions of this Lease.

G. Lessee acknowledges and agrees that portions of the Kennecott Land and the Premises are located within operable unit 3 of the Kennecott South Zone Superfund Site, as designated by the United States Environmental Protection Agency (“**EPA**”) pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* (“**CERCLA**”), a site to which the Salt Lake County Contaminated Soils Ordinance (Salt

Lake County Ordinance, Title 9, Chapter 50) applies, and which is subject to the jurisdiction of the Salt Lake County Health Department, the Utah Department of Environmental Quality (“DEQ”), and the EPA, and which has elevated levels of certain environmental contaminants in soil, water, or other media and is subject to various state and federal requirements, covenants, restrictions, and agreements in effect and under which and with respect to which Lessor has or may have certain ongoing obligations and liabilities, as amended or updated from time to time (as amended, the “**Environmental Obligations**”) and that will require Lessor to have perpetual access to and the right to take such actions, from time to time, as may be required or requested by any state or federal agency with respect to the Environmental Obligations.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants set forth therein, the parties agree as follows:

1. Recitals and Definitions. The Recitals above and all defined terms contained therein are hereby incorporated into this Lease for all purposes.

2. Lease/Permitted Use/Net Lease/Condition of Premises/Size and Location of Premises.

(a) Lease. Lessor hereby leases the Premises for the following purposes: Lessee may use the Premises to construct, maintain, use, operate, and repair a system of recreational trails and appurtenant parts thereof for biking, hiking, equestrian, and other related recreational purposes approved by Lessor hereunder (the “**Trail Project**”). Lessee shall pay for all costs of construction of the Trail Project within the Premises. The Parties acknowledge that the Premises shall be used for no other purpose by Lessee without Lessor’s prior written consent, which shall be granted or withheld in Lessor’s discretion. Additionally, Lessee may, in its sole discretion but subject to the terms and conditions set forth herein, enter into agreements with third-party invitees to permit the planning and occurrence of events and activities on the Premises, including, but not limited to, mountain biking events, races, and competitions, for which Lessee shall receive and retain any compensation for such events or activities held on the Premises. Lessee shall meet with Lessor annually on or about the anniversary of the Effective Date to discuss and coordinate with Lessor all events or activities scheduled for use of the Trail Project during the upcoming year and to confirm that Lessee has taken and will take such efforts as are necessary to ensure compliance with the Use Statute by Lessee and those scheduled to use the Trail Project. Lessee’s rights in the Premises under this Lease shall not include any water rights.

(b) Permitted Use. Lessee shall throughout the Term use and operate the Premises only for the uses set forth in Section 2(a) hereof and shall do so in compliance with all applicable Laws, including, the Use Statute, and the use provisions set forth in Section 2(a) hereof. Further, Lessor shall have the right to record a memorandum of this Lease, confirming the uses permitted hereunder and such other material terms as Lessor shall determine, in its sole discretion.

(c) Net Lease. Other than as is expressly set forth in this Lease, all costs, expenses, liabilities, and charges whatsoever with respect to the Premises arising out of or related to Lessee's use of the Premises, including, without limitation, costs and expenses related to any easements benefiting the Premises, and the construction, rehabilitation, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of any Improvements shall be the sole responsibility of and payable by Lessee, including, but not limited to, any reasonable costs, expenses, liabilities, charges or other sums, all of which reasonable costs, expenses, liabilities and charges shall be deemed additional rent hereunder. Provided, however, that Lessee shall not be responsible for any costs or expenses (including legal fees) incurred directly by Lessor associated with or related to: (i) the payment of property taxes and assessments; or (ii) Lessor's management, oversight, or review of this Lease.

(d) Condition of Premises. Lessee acknowledges and agrees that the Premises shall be leased to Lessee, and Lessee hereby accepts the Premises, in their "as is, where is, and with all faults" condition. Lessor hereby expressly disclaims any and all representations and warranties of any kind or character, express or implied, with respect to the Premises, except as otherwise set forth herein. Without limiting the generality of the preceding sentence or any other disclaimer set forth herein, Lessor and Lessee hereby agree that Lessee has had access to the Premises under the Site Access Agreement and hereby accepts the Premises in such "as is, where is, and with all faults" condition, and that Lessor has not made and is not making any representations or warranties, express or implied, written or oral, except as expressly set forth herein as to: (i) the nature or condition, physical or otherwise, of the Premises or any aspect thereof, including, without limitation, any warranties of habitability, suitability, merchantability, or fitness for a particular use or purpose; (ii) the soil conditions, drainage conditions, topographical features, slope, grade, access to public rights-of-way, availability of utilities or other conditions or circumstances which affect or may affect the Premises or any use to which Lessee may put the Premises; (iii) any conditions at or which affect or may affect the Premises with respect to any particular purpose, use, development potential or otherwise; (iv) any environmental, geological, meteorological, structural or other condition or hazard or the absence thereof, heretofore, now, or hereafter affecting in any manner the Premises, including, any environmentally hazardous substance on, in, under or adjacent to the Premises; and (v) the compliance of the Premises or the operation or use of the Premises with any applicable restrictive covenants, or any Laws, ordinances, or regulations of any governmental body (including specifically, without limitation, any zoning laws or regulations, any building codes, and any environmental laws or Lessor's compliance with the Environmental Obligations. With respect to this Lease and the subject matter hereof, Lessee forever waives, releases, discharges and covenants not to sue Lessor and its affiliates and their respective directors, officers, employees and agents for, any and all claims, causes of action (whether administrative or judicial), losses, costs (including any and all attorneys' fees and costs of investigation or remediation), curtailments, liabilities, penalties, demands, judgments, and/or damages, of any kind whatsoever, whether known or unknown, fixed or contingent incurred by Lessee or its agents, contractors, employees, guests, or invitees or any other third party, arising from or related to or in any manner arising out of and except to the extent caused by Lessor's gross negligence: (1) the presence or release of environmentally hazardous substances on, in, at, under or adjacent to the Premises, or any actual or alleged failure by either Party to comply with any Environmental Obligations; and/or (2) any of the items listed in Section 2(d)(i) through (v) hereof. Except with respect to the

specific subject matter and terms of this Lease, the waiver and release set forth in the immediately preceding sentence is not intended to preclude or prevent Lessor or any of its departments from the exercise of Lessee's regulatory authority or enforcement power in the ordinary course of Lessee's governmental operations, including, as an example and not by way of limitation, Lessee's administration and enforcement of environmental and land use laws. This Section shall survive the expiration and/or the earlier termination of this Lease.

(e) Permits and Licenses. Lessee shall, at its sole cost, procure, or cause to be procured, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation, construction, maintenance, and operation of the Premises for Lessee's use hereunder and with respect to the installation, construction, maintenance, and repair of all Improvements on the Premises. Lessor, upon request and at the cost of Lessee, will join with Lessee in any application required for obtaining or continuing any such services.

(f) Size and Location of Premises. The initial, provisional location of the Premises shall constitute and be located on ten (10) feet on each side of the center line more particularly described on **Exhibit B** hereto. Within thirty (30) days after final completion of the construction of the Improvements, as evidenced by a written confirmation from Lessee or its architect, Lessor and Lessee shall execute and deliver a written certificate, based upon as-built drawings provided by Lessee confirming the final, exact location of such centerline of the Premises. Such written certificate shall establish the location and width and size of the Premises, subject to Lessor's relocation rights under Section 8 hereof. Lessee shall bear the costs connected with the preparation of the initial, provisional location and of the final location of the Premises under this Section 2(f). Lessee shall not have the right to use the Premises for any events or activities unless and until the final location of the Premises is determined by the Parties within the period of time set forth above. If, for any reason, Lessee has not caused the completion of the construction of the Improvements (as defined herein) on or before the date that is five (5) years after the Effective Date, Lessor may terminate this Lease upon written notice to Lessee.

3. Term/Holdover Rent.

(a) The term of this Lease shall be for a period of twenty (20) years, which term shall commence on the Effective Date (the "**Term**"). Lessee shall have the exclusive and unilateral right to renew and extend the Term for one (1) additional period of twenty (20) years (the "**Extension Term**") by notifying Lessor of Lessee's intention to renew the Lease by submitting a notice to Lessor no less than six (6) months prior to the end of the initial Term. The Extension Term shall be on the same terms and conditions of this Lease, except that the amount of rent to be paid during the Extension Term may be adjusted by Lessor after consultation with Lessee, as necessary to comply with the Use Statute. All references herein to the Term shall also include and apply to the Extension Term (if exercised by Lessee). The Term shall commence on the Effective Date and shall terminate on the twentieth (20th) anniversary thereof, unless Lessee exercises the Extension Term in accordance with the terms hereof.

(b) If Lessee continues to occupy the Premises after the expiration of the Term or any earlier termination of this Lease without having obtained Lessor's express, written consent thereto, then without altering or impairing any of Lessor's rights under this Lease or applicable

law, (i) Lessee hereby agrees to pay to Lessor immediately on demand by Lessor as holdover rental \$1,000 per month on the first day of every month (“**Holdover Rent**”) for the Premises after such expiration of the Term or such earlier termination of this Lease, until Lessee surrenders possession of the Premises to Lessor; and (b) Lessee shall surrender possession of the Premises to Lessor immediately on Lessor’s having demanded the same. Nothing in this Lease shall be deemed in any way to give Lessee any right to remain in possession of the Premises after such expiration or termination, regardless of whether Lessee has paid any such Holdover Rent to Lessor, without Lessor’s express written approval.

(c) Lessee represents and warrants that it has entered into a binding license with the U.S. Bureau of Land Management on which certain portions of the Trail Project will be built.

4. Rent. Lessee shall pay to Lessor as annual rent \$3,500.00 (the “Annual Rent”). The first Annual Rent payment is due within thirty (30) days of the execution of this Lease. Each Annual Rent payment thereafter is due within thirty (30) days of the anniversary date of this Lease. The Annual Rent under this Agreement shall increase annually by three (3%) of the amount of Annual Rent then due hereunder. Commencing on the third anniversary of the Effective Date and continuing every three (3) years thereafter, Lessor and Lessee shall adjust or true up the amount of Annual Rent due for the previous three (3) years of the Term, based on the greater of the actual amount of property taxes due on or against the Premises or the annual three percent (3%) increase in Annual Rent (the “**Reconciliation Review**”); provided, however, Lessee shall not be responsible for any increase in the actual amount of property taxes due on or against the Premises caused by Lessor’s change in use of the Kennecott Lands. Lessor shall notify Lessee of any additional amount due to true up the Annual Rent for such previous three-year period, and Lessee shall pay the same within ninety (90) days after receipt of such notice from Lessor. Such adjustment or true ups shall not result in a decrease in the Annual Rent. If the Lessee determines in its sole discretion that the increase in the Annual Rent as determined by this Reconciliation Review is unacceptable, Lessee may terminate this Lease without penalty by providing written notice of termination to the Lessor within thirty (30) days from the date that the Parties have completed the Reconciliation Review. In the event of such termination by Lessee, the Improvements shall remain the property of Lessor, free and clear of liens and encumbrances.

5. Ownership of Improvements on Premises/Construction of Improvements.

(a) Ownership of Improvements. For the avoidance of doubt, Lessee shall be deemed to be the sole owner of the improvements it installs and constructs on the Premises as proposed and depicted on the master trail plan attached as **Exhibit C** during the Term (the “**Improvements**”), and Lessee alone shall be entitled to all of the tax attributes of ownership of the Improvements during the Term. At the expiration or earlier termination of the Term, or any portion thereof and in accordance with Section 11 hereof, Lessee shall peaceably leave, quit and surrender the Premises in the manner required hereunder. Upon such expiration or termination, the Premises and the Improvements, or any portion thereof so terminated, shall become the sole property of Lessor at no cost to Lessor, and shall be free of all liens and encumbrances and in good condition, subject only to reasonable wear and tear.

(b) Construction of Improvements/Alterations.

(i) Plans and Specifications. Lessor authorizes Lessee, and Lessee hereby obligates itself, to construct the Improvements and the Trail Project in substantial accordance with the plans and specifications to be prepared by Lessee and approved by Lessor (collectively, “**Plans and Specifications**”). Lessor shall not reasonably withhold, condition, or delay such approval of the Plans and Specifications, and Lessor shall make commercially reasonable efforts as soon as possible, and shall have no more than thirty (30) days, to approve or request changes to the Plans and Specifications. Lessee shall make such changes as are timely requested by Lessor in writing and shall provide written notice and copies of the same to Lessor. That process shall continue until Lessor has approved the Plans and Specifications. Lessor’s failure at any time during the review and approval process to respond within such 30-day period shall constitute Lessor’s deemed approval of the Plans and Specifications;

(ii) Completion of Improvements. Lessee shall construct the Improvements in substantial accordance with the Plans and Specifications at such time as Lessee deems appropriate during the Term;

(iii) Amendments to Plans and Specifications. Prior to and during construction of the Improvements, Lessee shall take no action to effectuate any material: (A) amendments; (B) modifications; or (C) other alternations to the Plans and Specifications without Lessor’s prior written approval, which Lessor shall use commercially reasonable efforts to give as soon as possible, but no later than the date that is seven (7) calendar days after receiving written notice thereof from Lessee. After final completion of construction of the Improvements, Lessee shall take no action to effectuate any material: (A) amendments; (B) modifications; or (C) other alterations to the Plans and Specifications without Lessor’s prior written approval, which shall be granted or withheld in accordance with the process set forth in Section 5(b)(i) hereof;

(iv) Safety. Lessee shall comply in all respects with commercially reasonable safety programs promulgated all governmental or quasi-governmental agencies with jurisdiction over Lessee’s use of Premises;

(v) Warranty. Lessee will cause any selected contractor installing, constructing, maintaining, repairing or replacing Improvements on the Premises to provide a warranty for a period of one year following final completion and acceptance of the Improvements by the Lessee that material and equipment furnished in connection with the construction of the Improvements will be of good quality, that all construction work associated with the Improvements will be free from any material defects, and that such construction work will comply in all material respects with the requirements of the approved Plans and Specifications.

(vi) Liens.

(A) Lessee shall: (1) keep the Premises and any or all of the Kennecott Land free and clear of all liens and encumbrances created or recorded in connection with the Improvements that do not already exist on the Effective Date; (2) within thirty (30) days after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the Premises or any or all of the Kennecott Land, by reason of labor or materials provided to or for Lessee for or about any or all of the Premises or the Improvements; and (3) defend, indemnify and hold harmless to the extent allowable by applicable state law Lessor against and from any and all liability, claim of liability or expense incurred by Lessor on account of any such lien or claim, including, without limitation, reasonable attorney's fees of Lessor;

(B) If Lessee fails to discharge any such lien described in Section 5(b)(vi) hereof within thirty (30) days after it first becomes effective against any of the Premises or any or all of the Kennecott Land, then, in addition to any other right or remedy held by Lessor on account thereof, Lessor may: (1) discharge it by paying the amount claimed to be due or by deposit or bonding proceedings; and/or (2) in any such event compel the prosecution of any action for the foreclosure of any such lien by the lienor and pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Lessee shall reimburse Lessor promptly upon Lessor's demand therefor for any amount paid by Lessor to discharge any such lien and all expenses incurred by Lessor in connection therewith, together with interest thereon at a rate equal to the lesser of: (a) ten percent (10%) per annum from the respective dates of Lessor's making such payments or incurring such expenses (all of which shall constitute additional rent), until such payments or expenses, together with all interest accrued thereon, have been paid in full to Lessor; or (b) the highest rate permitted by applicable law;

(C) Nothing in this Lease shall be deemed in any way to: (1) constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or materialman provide any labor or materials for any alteration, addition, improvement or repair to any or all of the Premises and/or the Kennecott Land; or (2) give Lessee any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmen's lien against any or all of the Premises, the Kennecott Land, and/or any other land owned by Lessor; or (3) evidence Lessor's consent that the Premises, the Kennecott Land, and/or any other land owned by Lessor be subjected to any such lien.

(vii) Alterations. The foregoing provisions and requirements of Sections 5(b) shall also apply to any alterations Lessee desires to make to the Improvements and/or the Premises.

6. Annexation of Kennecott Land/Premises-South Jordan City. Lessee acknowledges and agrees that Lessor intends to cause the Kennecott Land to be annexed into an

adjacent city or cities located in Salt Lake County, Utah (the “**City**”) in connection with Lessor’s annexation of a larger parcel or parcels of its land into the City, all as determined as and when Lessor shall, from time to time, determine in its sole discretion as to some or all of the Kennecott Land and such other parcels of land owned by Lessor.

7. Maintenance. Lessee, at its sole cost and expense, shall maintain and repair the Premises in good order and condition and shall promptly make any and all repairs, ordinary or extraordinary, foreseen or unforeseen, to the Premises, including all Improvements, as are necessary to maintain it in good condition and to replace or renew the same where necessary (using replacements at least equal in quality and usefulness to the original Improvements, equipment or things so replaced), and Lessor shall have no obligation hereunder as to the same. In addition and not by way of limitation of the foregoing obligation, Lessee shall post conspicuous “no trespassing” signs in accordance with the Plans and Specifications and shall replace such signs if and as they are damaged or removed. Trails within the Premises shall provide access for hikers, bikers, and equestrians and shall be designed for multi-use or mountain bike use as proposed in the trail master plan attached as Exhibit C, and shall have alignments for hiking, equestrian, and mountain biking trails. Mountain bike trails shall include a primitive, non-paved base trail system meeting International Mountain Biking Association (“**IMBA**”) standards. Lessee agrees that it shall not develop or construct any trails other than those shown on Exhibit C without the written consent of Lessor, which shall be granted or withheld in Lessor’s sole discretion. Upon discovery, weather permitting, and in connection with a maintenance plan established by Lessee, or communicated from Lessor, Lessee shall promptly repair any damages to the Premises or the Kennecott Lands caused by Lessee, Lessee’s agents, or users of the Trails, and Lessee shall restore the Premises, including the Improvements, to the same or better condition as they existed prior to being damaged. Lessee shall be responsible for constructing, installing, and maintaining signage for the trail system and all restrooms and parking areas shown in Exhibit C. Lessee shall also provide for snow removal for the parking lots within the Premises.

8. Relocation. Lessor reserves the right to relocate any part of the Premises to permit future development of the Kennecott Land and/or surrounding parcel(s) owned by Lessor or in connection with Lessor’s performance of some or all of the Environmental Obligations. In addition, if at any time during the Term, Lessor is requested or required to respond to the request or requirement of, or requested or required to take any action by, any government agency with jurisdiction over the Environmental Obligations as to any portion of the Kennecott Land that, in Lessor’s sole but reasonable judgement or as requested or required by any such government agency, requires a portion of the Trail Project located on the Premises, then the location and size of the Premises shall, in cooperation with Lessee, be relocated, from time to time, at Lessee’s cost but without damages or liability to Lessor hereunder or otherwise, including, without limitation, any damages or liability with respect to the cost of the initial Improvements (as defined herein) or as to design and the construction of any new Improvements installed on the relocated portion of the Premises (the “**Relocation**”). In the event of any Relocation, Lessor shall notify Lessee in writing as soon as it become aware of any such Relocation for that purpose and shall otherwise cooperate with Lessee as the timing and actual location for the relocation of such portion of the Premises. Before any Relocation can occur, Lessor and Lessee shall execute an amendment to this instrument setting forth the revision to the location Premises. Lessee will

bear the responsibility for all costs and expenses associated with the design, demolition, and construction of any Relocation except as follows: if Lessor requests a relocation of the Premises, by written notice to Lessee, in connection with Lessor's or any of its affiliates' desired development of the Kennecott Land, Lessor and Lessee shall share equally the cost of such Relocation. The timing and exact relocation of such portion of the Premises shall occur on terms that are mutually acceptable to the Parties.

9. Inspection and Access Rights/Environmental Obligations/Notice of Mining Activities.

(a) Right of Entry. Lessor and its authorized representatives shall be entitled to enter the Premises at any reasonable time to: (i) inspect the Premises at any time that does not interfere with the Lessee's use of the Trails; and (ii) upon at least seven (7) days prior written notice, make any repairs thereto and/or take any other action therein which is required by applicable law, or which Lessor is permitted to make by any provision of this Lease, after giving Lessee at least seven day's prior written notice of Lessor's intention to take such action; provided that in any emergency or otherwise that involves the health, welfare or safety of the Premises, including the Improvements, Lessor may take such action immediately. Nothing in this Section shall be deemed to impose any duty upon Lessor to make any such repair or take any such action, and Lessor's performance thereof shall not constitute a waiver of Lessor's right hereunder to have Lessee perform such work. Except as caused by Lessor's or Lessor's agent's gross negligence or willful misconduct, Lessor shall not in any event be liable to Lessee for any inconvenience, annoyance, disturbance, loss of business or other damage sustained by Lessee by reason of the making of such repairs or the taking of such action, or on account of the bringing of materials, supplies and equipment onto the Premises during the course thereof, and Lessee's obligations under the provisions of this Lease shall not be affected thereby. During such access, Lessor shall use its good faith, reasonable efforts to minimize any interference or disruption of Lessee's work or Lessee's use or operation of the Premises. Lessee shall have the right to have a representative present during any such entry by Lessor or its authorized representative.

(b) Environmental Obligations. At any time during the Term:

(i) Lessor shall have access and enter onto the Premises, upon at least seven (7) day's prior written notice to Lessee (except in the event of an emergency, which shall allow Lessor immediate access in accordance with Section 9(a) hereof), to perform any or all of its Environmental Obligations on or affecting the Premises. Lessee shall cooperate during such entry onto the Premises by Lessor to facilitate Lessor's performance of any of its Environmental Obligations. Except as caused by Lessor's or Lessor's agent's gross negligence or willful misconduct, Lessor's access and entry onto the Premises and its performance of any or all of the Environmental Obligations shall not create or result hereunder or otherwise in any liability of Lessor or in any additional obligations of Lessor to Lessee or its invitees hereunder. Lessor's performance of the Environmental Obligations shall occur in accordance with applicable law, and Lessee's use and occupancy of the Premises shall be subject to Lessor's right and obligation to perform any of the Environmental Obligations. The Parties acknowledge and agree, however, that Lessor's performance of any or all of the Environmental Obligations shall

not constitute negligence, gross negligence, or willful misconduct by Lessor, so long as Lessor is doing so, in its reasonable judgment, with applicable law or requirements or instructions from any governmental agency with jurisdiction over the Environmental Obligations. Lessor shall, nonetheless, cooperate with Lessee's occupancy of the Premises in a manner to avoid or minimize, to the extent possible, interrupting Lessee's use of the Premises.

(ii) Lessee shall fully comply with all applicable Environmental Obligations, including but not limited to compliance with a soil management plan prepared by Lessee and approved by Lessor and UDEQ for the specific purpose, which Lessee shall cause to be implemented and fully complied with during any and all construction or maintenance activities involving soil excavation or disposal in any location identified as having lead or arsenic concentrations in soil that exceed the applicable land use standards, as identified in that certain Soil Investigation Report, Proposed Butterfield Canyon Trail System, dated July 21, 2021 by Kleinfelder (the "**Kleinfelder Trail System Report**") (attached hereto as **Exhibit D**), any final or agency approved version of the Kleinfelder Trail System Report or otherwise.

(c). **Notice of Mining or Development Activities.** Lessee understands that Lessor and its authorized representatives may conduct actions or activities on the Kennecott Land that would disturb the surface or subsurface of land adjacent to the Premises for (i) the purpose of exploring for or extracting minerals ("**Mining Activities**") or (ii) further development of the Kennecott Lands in conjunction with a KUC Development Project, defined below, or other similar projects ("**Development Activities**"). Lessor shall provide at least seven day's prior written notice to Lessee, before performing any Mining Activities or Development Activities that would disturb the surface or subsurface of any area within 100 yards of the Premises.

10. **Utilities.** Lessee shall be responsible to install, obtain, and pay for utility services relating to its use of the Premises including, but not limited to, expenses and charges for electrical, water, garbage removal and sewer services. If at any time Lessee fails to pay any of such utilities in accordance with the provisions of this Section 10, Lessor shall have the right to pay the same and Lessee shall promptly pay such amount(s), together with interest thereon at the rate of ten percent (10%) per annum to Lessor as additional rent hereunder. Lessee's installation or obtaining of such utilities shall not interfere with or exacerbate the conditions related to the Environmental Obligations.

11. **Removal of Improvements.** After expiration of the Term, or upon the termination hereof for any reason provided herein, Lessee shall, upon written request by Lessor and at Lessee's sole expense, remove the improvements installed by Lessee on the Premises as part of the Trail Project. If required to remove said improvements, Lessee shall, within ninety (90) calendar days, submit to Lessor a plan to restore the Premises to substantially the same condition as existed prior to the construction of the Trail Project. Lessee's submission will include a reasonable time frame for the restorative work. All restorative work under this Section 11 shall be at Lessee's sole cost and expense. Lessee's obligations under this Section shall survive for a period of one year after the expiration of the Term, Extension Term (if any), or earlier termination of this Lease, or until the completion of any restorative work that is commenced within one year after

expiration or termination of this Lease. If, after receiving notice from Lessor, Lessee fails to timely remove its improvements and use all reasonable efforts to restore the Premises to its condition prior to installation of such improvements, then Lessor shall have the option of removing Lessee's improvements. Upon Lessor's removal of such improvements, Lessee shall pay to Lessor any and all costs, including costs of collection, incurred removing the improvements and restoring the Premises to its condition prior to the installation of the improvements.

12. Indemnity. Except to the extent of Lessor's gross negligence or willful misconduct, Lessee shall indemnify, defend, protect, and hold harmless Lessor and its affiliates and its and their respective directors, officers, employees and agents from all liability for any and all losses, damages, liabilities, obligations, liens described herein, penalties, claims, litigation, demands, defense, judgments, suits, proceedings, costs or expenses of any kind or nature whatsoever, including reasonable attorney's fees and other legal expenses, claim or injury to the Lessor, any affiliated entities, and any joint venture or similar entity that takes title to the Kennecott Land and other parcels to be developed in connection with it, arising out of, resulting from or in any way related to: (a) entry on, use of, or operation of the Premises by Lessee or any employee or contractor or consultant hired by Lessee ("**County Party**") pursuant to this Lease; (b) breach of this Lease by Lessee or any County Party; (c) the creation or exacerbation of any environmental condition or impacted soils located on, under, or around the Kennecott Land; (d) interference with Lessor's performance of any aspect of the Environmental Obligations; (e) disturbance of or interference with any institutional or engineering controls applicable to the Premises or other environmental remedies implemented by Lessor [or any other party] as part of the Environmental Obligations or prior remediation efforts; (f) damage to or interference with the ownership, use, or development of any portion of the Kennecott Land affected by the Trail Project that directly arises out of or is directly related to the County's use of the Premises, except that this Section 12(k) is not intended to preclude or prevent Lessor or any of its departments from the exercise of Lessee's regulatory authority or enforcement power in the ordinary course of Lessee's governmental operations that does not directly involve this Lease; (g) any injury to or death of any person, or damage to any property caused by Lessee's actions, omissions or negligence and/or occurring as the result of any use of the Trail Project or Lessee's Improvements; and/or (h) the use, occupancy, management, repair, construction, or operation of the Trail Project by Lessee or its agent or contractors. Lessor shall promptly, but no later than fifteen (15) calendar days after Lessor has actual knowledge of any claim described above, notify Lessee of any claim for which indemnification is sought, provided however that failure to give such notice shall not relieve Lessee of its obligation to indemnify except to the extent that Lessee is materially prejudiced by such failure. In the event that any claim is brought against Lessor covered by Lessee's indemnification obligation hereunder, Lessee shall have the right and option to undertake control of the defense of such action with counsel of Lessee's choice, provided however that: (i) Lessor, at its own expense, may participate and appear with Lessee in the defense of any such claims, and (ii) Lessor may undertake control of such defense in the event of a material failure of Lessee to undertake and control the same or if a conflict of interest arises between Lessor and Lessee in any such claim, in either of which events, Lessee's indemnification obligation hereunder shall include the payment of Lessor's legal fees and costs in any such claim. Lessor shall not concede or settle or compromise any claim without the prior written approval of Lessee, which shall not be unreasonably withheld, unless such concession or

settlement or compromise includes a full and unconditional release of Lessor, its affiliates, its officers, directors, agents, and employees, and the indemnifying party from all liabilities in respect of such claim. Lessee expressly waives any governmental or sovereign immunity protection it may otherwise have under the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101 et seq. and the related Utah regulations with respect to its indemnification obligations contained in this Section 12 of the Lease. Lessee's obligations under this Section shall survive for a period of five (5) years after the expiration of the Term and/or the earlier termination of this Lease.

13. Governmental Immunity. Lessee is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "**Act**"), Utah Code Ann. §§ 63G-7-101 to -904 (2020), as amended. The parties agree that Lessee, if liable, will not assert any protections under the Act against Lessor that would modify, limit or otherwise restrict Lessee's obligations to Lessor under Section 12. Nothing contained in this Lease will be construed in any way to modify the limits of liability for any third-party claims as set forth in that Act or the basis for liability for third-party claims as established in the Act, with respect to liability of Lessee provided that the foregoing shall not modify, limit or otherwise restrict Lessee's obligations under Section 12. This Section will survive the expiration and/or the earlier termination of this Lease.

14. Restriction on Lessee Financing/Permitted Equity and Debt Financing of Lessor.

(a) Lessee Financing and Encumbrance. Lessee does not intend to and shall not have the right to obtain financing or to otherwise pledge, assign, or encumber its leasehold interest in the Premises without Lessor's prior written consent, which Lessor may grant or withhold in its sole discretion.

(b) Lessor Financing. Lessor intends to develop a master planned community or another project that may be contiguous to the Kennecott Land (the "**KUC Community Project**"), and Lessor desires to develop the Kennecott Land as part of the Community Project with a joint venture developer partner or partners and to use the Premises toward compliance with any open space requirements or other requirements imposed on or required by the City in connection therewith. Lessor shall, therefore, have the right, from time to time and without Lessee's consent and with Lessee's cooperation, to: (i) transfer the Kennecott Land, including this Lease, to an entity in which Lessor owns an interest (the "**KUC JV Entity**"); and (ii) mortgage, pledge, encumber, assign or transfer collaterally its interest in this Lease, the Kennecott Land, and/or the KUC Community Project, and any other property in which Lessor and/or the KUC JV Entity or any other entity in which Lessor owns an interest in connection with the ownership, development, and operation of the KUC Community Project or any similar project (each, a "**Permitted Mortgage**") to one or more Permitted Mortgagees (as defined herein). Upon execution of any Permitted Mortgage, Lessor or the holder of the Permitted Mortgage shall promptly deliver to Lessee in the manner herein provided for herein a true copy of the Permitted Mortgage and shall notify Lessee of the address or addresses of the Permitted Mortgagee to which notices may be sent (which address shall be deemed such Permitted

Mortgagee's address for notices hereunder until changed by notice to the County in accordance with Section 26 hereof). Lessor and the KUC Entity may do so on the following terms:

(i) For purposes of this Lease, the term "**Permitted Mortgagee**" shall mean any party that makes a loan to Lessor, the KUC JV Entity, its principal(s), or any other entity in which Lessor owns an interest for the purpose of financing the development, construction, and/or operation of the KUC Community Project or any similar project that also includes the Premises;

(ii) Lessee's leasehold interest in the Premises hereunder and this Lease shall at all times during the Term be and remain subordinate and junior to the lien and rights of any Permitted Mortgage affecting the Premises from time to time, and from time to time, at the request of a Permitted Mortgagee or Lessor, Lessee agrees to promptly furnish (and in no event within more than fifteen (15) days after receipt of notice requesting the same) a written statement (in recordable form, if requested) on the status of any matter pertaining to this Lease, including, without limitation, a subordination, non-disturbance, and attornment and/or an estoppel certificate at any time within twenty (20) days after a request therefor from Lessor or any Permitted Mortgagee. Such estoppel shall certify: (A) that this Lease is unmodified and in full force and effect (or, if that is not the case, so stating and setting forth any modifications); (B) that there is no breach of this Lease (or, if that is not the case, so stating and setting forth any alleged breaches); and (C) any other information reasonably related to the status of this Lease;

(iii) When giving any notice to Lessor required or contemplated hereunder, including notice of any Event of Default by Lessor or Lessee, Lessee will also serve a copy of each such notice upon each Permitted Mortgagee entitled to notice pursuant to the terms of this Agreement, and no notice to Lessor shall be effective, unless a copy of such notice is so served upon each such Permitted Mortgagee entitled to notice pursuant to the terms of this Agreement, which notice shall be served to the address of such Permitted Mortgagee as provided to Lessee in accordance herewith;

(iv) Each such Permitted Mortgagee will have the same period after giving of the notice of such aforesaid Event of Default to each Permitted Mortgagee for remedying the Event of Default or causing the same to be remedied for the account of Lessor or of the Permitted Mortgagee (as such Permitted Mortgagee may elect) as is given Lessor after notice to it, plus an additional period of forty-five (45) days in situations involving payments of money and one hundred twenty (120) days for any other default, or if such default is not susceptible to cure within one hundred twenty (120) days, then Permitted Mortgagee shall have such additional time to cure such default as shall be reasonably required, so long as Permitted Mortgagee acts diligently to complete such cure;

(v) In case of an Event of Default by Lessor hereunder, each Permitted Mortgagee shall have the right to cure such Event of Default, and Lessee shall accept such payment or performance on the part of a Permitted Mortgagee as though the same had been done or performed by Lessor. However, no Permitted Mortgagee shall become liable to Lessee under this Lease until such time as said Permitted Mortgagee, by

foreclosure or otherwise, acquires the Premises, and upon such Permitted Mortgagee's conveyance of the Premises to another party or relinquishing such possession, as the case may be, such Permitted Mortgagee shall have no further liability hereunder or otherwise to Lessee;

(vi) Any Permitted Mortgagee may become the legal owner and holder of the Kennecott Land and/or the Premises by foreclosure or by deed in lieu of foreclosure of its Permitted Mortgage, whereupon such Permitted Mortgagee shall immediately become and remain liable under this Lease and shall remain so for all obligations of Lessor accruing hereunder during the period of ownership of the Kennecott Land and/or the Premises by such Permitted Mortgagee, so long as Permitted Mortgagee's liability is limited to its interest and rights in the Premises;

(vii) No voluntary surrender of this Lease by Lessee and no modification of this Agreement shall be effective as to any Permitted Mortgagee, unless consented to in writing by such Permitted Mortgagee;

(viii) If applicable law results in the elimination or termination of this Lease due to the effect of Permitted Mortgagee's foreclosure, Lessee will enter into a new agreement with the Permitted Mortgagee on the same terms as those contained herein, or, if there be more than one Permitted Mortgage, then with the Permitted Mortgagee that has a first-priority lien on the Premises, or, at the request of such Permitted Mortgagee, to an entity formed by or on behalf of such Permitted Mortgagee, upon the covenants, agreements, terms, provisions and limitations herein contained, provided that such Permitted Mortgagee makes written request upon Lessee for such new agreement within ninety (90) days from the date on which the Permitted Mortgagee receives written notice of such termination if the County terminates this Agreement, or if this Agreement terminates due to the effect of Permitted Mortgagee's foreclosure, then within ninety (90) days after the date on which such foreclosure occurs;

(ix) Lessee covenants and agrees that if a Permitted Mortgage is foreclosed, whether by power of sale or by court action, or upon a transfer of the Kennecott Land (including the Premises) by conveyance in lieu of foreclosure (the purchaser at foreclosure or the transferee in lieu of foreclosure is referred to as the "**New Owner**"), and if the foreclosing Permitted Mortgagee does not elect to terminate the Lease, Lessee shall attorn to the New Owner as Lessee's new landlord. Lessee further covenants and agrees that in such case, the Lease shall continue in full force and effect as a direct lease between Lessee and New Owner upon all of the terms, covenants, conditions and agreements set forth in the Lease and this Agreement, other than provisions that are impossible for any Permitted Mortgagee to perform. Notwithstanding the foregoing, in no event shall any Permitted Mortgagee or the New Owner be: (A) liable for any act, omission, default, misrepresentation, or breach of warranty, of any previous landlord (including Lessor) or obligations accruing prior to New Owner's actual ownership of the Premises; (B) subject to any offset, recoupment, estoppel, defense, claim or counterclaim that Lessee might be entitled to assert against any previous landlord (including Lessor); or (C) bound by any amendment, or modification of the Lease hereafter made, or consent, or acquiescence by any previous landlord (including Lessor) under the Lease to any

assignment or sublease hereafter granted, without the written consent of the Permitted Mortgagee(s).

(x) Notwithstanding the foregoing rights of Lessor and any Permitted Mortgagee, all Permitted Mortgages shall contain a provision under which all Permitted Mortgagees and the New Owner shall provide that this Lease will not be disturbed in the event of judicial or non-judicial foreclosure of any such Permitted Mortgage(s), even if the Lease is cut off by operation of law by any such foreclosure, in which event Lessee and such Permitted Mortgagee(s) and/or the New Owner shall enter into an identical replacement of this Lease with Lessee.

15. Casualty. If any or all of the Premises, including the Improvements, are damaged or destroyed, Lessee shall: (a) immediately notify Lessor thereof of the cost of restoration; and (b) commence and complete restoration with reasonable diligence, at Lessee's expense, as nearly as possible to the value, condition, and character immediately before such damage or destruction, to the extent that insurance proceeds are made available to Lessee, and so long as Lessee carries appropriate insurance as required by this Lease. Such restoration shall be in accordance with plans and specifications therefor which shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld, conditioned, or delayed. Except during the last twelve (12) months of the Term, no total or partial damage to or destruction of any or all of the Premises, including the Improvements, shall entitle Lessee to surrender or terminate this Lease or relieve Lessee from its liability or obligations hereunder, and Lessee hereby waives any right now or hereafter conferred upon it by statute or otherwise, on account of any such damage or destruction, to surrender this Lease, to quit or surrender any or all of the Premises, or to have any suspension, diminution, abatement or reduction of any amount due hereunder by Lessee.

16. Compliance with Laws. Lessee shall comply and shall cause the other County Parties to comply with all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Lease and the work for the Trail Project contemplated hereunder on the Premises (collectively, "**Laws**"), including all applicable environmental Laws and regulations, including those related to storm water discharge and dust control and the Environmental Obligations.

17. No Obligation. Notwithstanding any provision of this Lease to the contrary, nothing in this Lease is intended to grant Lessee any right to purchase from Lessor the Premises or any portion thereof or any interest therein. Nothing in this Lease shall obligate Lessor in any way to sell the Premises or any portion thereof or any interest therein to Lessee and nothing herein is intended to obligate Lessee to acquire all or any portion of the Premises.

18. Naming Rights and Lessor Educational Materials. Lessor shall have the right to approve the name for the Trail Project and of individual trails in the Trail Project in consultation with Lessee and in accordance with Lessee's customary naming requirements and process. Lessor shall also have the right to provide educational information to users of the Trails about Lessor and its historical mining activities on the Kennecott Land at the trail head of the Trails, in accordance with Lessee's customary requirements and process.

19. Successors. The terms and conditions of this Lease shall inure to the benefit of and be binding upon the Parties and their successors and assigns permitted hereunder.

20. Default and Remedies.

(a) Default by Lessor. If Lessor defaults in the performance of any of its obligations under this Lease, Lessee shall notify Lessor and all Permitted Mortgagees of such default in writing, and Lessor shall have sixty (60) days after receiving such notice to cure such default. If Lessor is not reasonably able to cure the default within a sixty (60) day period, Lessor shall have an additional reasonable period of time to cure the default as long as Lessor commences the cure within the 60-day period and thereafter makes commercially reasonable efforts to cure such default to completion. In the event of a default by Lessor that is not cured after notice and within the applicable cure period, Lessee shall have the right, as its sole and exclusive remedy hereunder and at law, to sue Lessor for specific performance under applicable Utah law.

(b) Lessee Event of Default. As used in this Lease, each of the following events, once any applicable notice required in this Lease has been given and any applicable cure periods have lapsed without such event having been cured, shall constitute an “**Event of Default**”:

(i) if Lessee fails: (A) to pay any rent or additional rent or any other sum which it is obligated to pay under this Lease, when and as it is due and payable hereunder and without demand therefor; or (B) to perform any of its obligations under this Lease, including, but not limited to, an obligation to construct the Lessee Improvements in the manner and within the time frame contemplated hereunder; or

(ii) if Lessee defaults in performing any of its obligations under any Permitted Mortgage covering any or all of the Premises, which default is not cured within any notice and cure periods permitted under any such Permitted Mortgage; or

(iii) if Lessee fails to perform each and all of the obligations set forth in Section 9 and to allow Lessor the right to have access to the Premises to perform the Environmental Obligations and/or to perform the same.

(iv) if Lessee becomes insolvent, files a petition for protection under the U.S. Bankruptcy Code (or similar law) or a petition is filed against Lessee under such laws and is not dismissed within ninety (90) days after the date of such filing, makes a transfer in fraud of creditors or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts when due.

Upon the occurrence of any Event of Default, Lessor shall provide written notice thereof to Lessee and all Permitted Mortgagees. Each noticed party shall have the right to cure such Event of Default, and Lessor shall not terminate this Lease for such Event of Default, unless and until Lessor has given Lessee written notice of such Event of Default, plus a period of sixty (60) days in which to cure it. If such Event of Default cannot be reasonably cured within sixty (60) days, Lessee shall have such additional time as it shall reasonably require, so long as Lessee is

proceeding with reasonable diligence and such breach is capable of being cured. Upon the occurrence of an Event of Default, and upon the lapse of such periods of time, Lessor shall have the right to seek any rights or remedies available to it under applicable law and shall have the right to terminate this Lease upon written notice to Lessee. No expiration or termination of this Lease, or summary dispossession proceedings, abandonment, reletting, bankruptcy, re-entry by Lessor or vacancy, shall relieve Lessee of any of its liabilities and obligations under this Lease (whether or not any or all of the Premises are relet), and Lessee shall remain liable to Lessor for all damages resulting from any Event of Default, including, but not limited to, any damage resulting from the breach by Lessee of any of its obligations under this Lease to pay Rent and any other sums which Lessee is obligated to pay hereunder.

21. Surrender. Lessee shall, at its expense and subject to Section 11, at the expiration of the Term or any earlier termination of this Lease: (a) promptly yield up to Lessor the Premises, including all improvements located thereon, in good order and repair (ordinary wear and tear, and damage by casualty excepted); (b) remove therefrom Lessee's signs, goods and effects and any machinery, trade fixtures and equipment used in conducting Lessee's use of the Premises; and (c) repair any damage to the Premises and improvements located thereon caused by such removal. Upon such expiration or termination (whether by reason of an Event of Default or otherwise): (i) neither Lessee nor its representatives shall thereafter have any right at law or in equity in or to any or all of the Premises or to repossess any of same, or in, to or under this Agreement, and Lessor shall automatically be deemed immediately thereupon to have succeeded to all of the same, free and clear of the right, title or interest therein of any creditor of Lessee or any other person or entity whatsoever; and (ii) Lessee hereby waives any and all rights of redemption which it may otherwise hold under any applicable law.

22. Assignment. Lessee shall not have the right to assign this Lease or its interest in the Premises without prior written consent of Lessor, which Lessor may grant or withhold in its sole discretion. Lessor, however, may transfer the Kennecott Land, including the Premises, without Lessee's consent.

23. Insurance. Lessee is a self-insured governmental entity, and as such it will provide and maintain liability insurance pursuant to the Utah Governmental Immunity Act, Sections 63G-7-101, et seq., Utah Code Ann. In addition, and during the Term, including the Extension Term, Lessee will cause each County Party entering the Premises to maintain the following insurance policies, issued by carriers with A.M. Best ratings of A-VIII or better, for the full term of all work or services being performed for Lessee:

23.1 Commercial General Liability written on an ISO CG 00 01 occurrence form, or the equivalent, with no less than \$2,000,000 per occurrence, \$2,000,000 aggregate and \$2,000,000 products-completed operations. Such insurance shall include coverage for sudden and accidental pollution events and be endorsed to include products/completed operations coverage for six years, and such insurance shall have no limitations or exclusions related to:

- (1) contractual liability covering indemnity obligations;
- (2) cross-liability between insureds;

- (3) commercial construction defects;
 - (4) work performed by Independent Contractors or Subcontractors;
 - (5) subsidence or earth movement; or
 - (6) professional services; however, professional services endorsements CG 22 79 or CG 22 80 are permitted.
- 23.2 Workers' Compensation in compliance with applicable State statutory limits and Employers' Liability, with limits not less than: \$1,000,000 Each Accident; \$1,000,000 Each Employee by Disease; and \$1,000,000 Policy Limit by Disease.
- 23.3 Auto Liability covering all owned, hired and non-owned automobiles with limits not less than \$1,000,000 each accident for bodily injury and property damage, including damage for sudden and accidental pollution events.
- 23.4 Contractors Pollution Liability Insurance, if the work or services involve investigation, transportation, removal or remediation of pollutants, contaminants or hazardous substances, covering the County Party's work or services in an amount not less than \$2,000,000 per claim and \$2,000,000 annual aggregate, which shall:
- (1) cover contractual liability for indemnity obligations;
 - (2) cover bodily injury, including mental anguish, property damage and clean-up costs for both sudden and gradual occurrences;
 - (3) cross-liability between insureds;
 - (4) have a retroactive date no later than the effective date of this Agreement;
 - (5) continue in force for six years; and
 - (6) include non-owned disposal site coverage for losses at the Premises.
- 23.5 Professional Liability Insurance, if the work or services involve any engineering, design, consulting, training or construction management services, covering all errors and omissions related to services rendered for Lessee in an amount not less than \$2,000,000 per claim and \$2,000,000 aggregate, which shall:
- (1) include a broad description of the services covered;
 - (2) cover bodily injury and property damage claims related to or arising from the County Party's services and which shall not be sub-limited;
 - (3) have a retroactive date no later than the effective date of this Agreement; and
 - (4) continue in force for six years.
- 23.6 Lessee will cause each County Party entering the Premises to obtain the above required insurance policies with the following endorsements, except in the case of workers' compensation and professional liability insurance:
- (1) Additional Insured coverage for Lessor and its directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives;

- (2) waiver of subrogation against Lessor and its directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives; and
- (3) primary, non-contributory coverage in favor of Lessor.

23.7 Certificates of Insurance, as evidence of the insurance required by this Lease, including the applicable endorsements, must be furnished by Lessee to Lessor before any County Party may enter the Premises. Certificates of Insurance shall provide that there will be no cancellation or reduction of coverage without thirty (30) days' prior written notice to Lessor. If requested by Lessor, Lessee must provide full copies of required insurance policies within 15 days of the request.

23.8 Any deductible or self-insured retention under any insurance policy will be satisfied by the County Party or Lessee.

24. Legal Title. Lessee does hereby acknowledge the legal title of Lessor to the subject property and agrees never to assail, resist, or deny such title. Lessee agrees that it does not and shall not claim at any time any interest of any kind or extent whatsoever in the Premises by virtue of this Lease or of its occupancy or use hereunder. Lessee shall exercise the privilege granted herein at Lessee's own risk.

25. Notices. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when: (a) delivered personally; (b) deposited to be sent via a nationally-recognized overnight courier keeping receipts of delivery; (c) on the day said communication is deposited in the U.S. mail, by registered or certified mail, return receipt requested, postage prepaid; or (d) electronic mail communication directed to the email address for such Person set forth below or as otherwise described below, and any such notice shall be deemed delivered and received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested function, as available, return email, or other written acknowledgement), addressed as shown below the signature block:

If to Kennecott: Kennecott Utah Copper LLC
4700 Daybreak Parkway
South Jordan City, Utah 84009
Attn: Director Land, Water, and Asset Development
Telephone: (801) 558-4355
Email: Geoffrey.Green@riotinto.com

With a copy to: Kennecott Utah Copper LLC
4700 Daybreak Parkway
South Jordan City, Utah 84009
Attn: Nicole Squires
Telephone: (801) 204-2807
Email: Nicole.Squires@riotinto.com

If to County: Salt Lake County Parks and Recreation
2001 South State Street S4-700
Salt Lake City, UT 84190
Attn: Martin Jensen
Telephone: (385) 468-1800
Email: MJensen@slco.org

With a copy to: Salt Lake County District Attorney's Office, Civil Division
35 East 500 South
Salt Lake City, Utah 84111
Telephone: (385) 468-7700
Email: districtattorney.slco.org

or to such address as the Parties may from time to time designate by notice in writing to the other Parties. While notice given by courier service or mail shall be effective when deposited with the courier service or in the mail, properly addressed and postage paid or shipping charges paid or billed to the sender, all as aforesaid, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the address.

26. Third Party Disclosures.

(a) Except as provided in Section 25(b) below, Lessee agrees and covenants with Lessor not to disclose to any third party (other than accountants, attorneys and other professionals) without Lessor's prior written consent, any details of this Lease unless Lessor is obligated by law, subpoena or court order to make such disclosure or such information is otherwise public knowledge (other than by a breach of this paragraph) or such disclosure is necessary in connection with any legal proceeding brought under or in connection with this Lease.

(b) Lessor acknowledges that Lessee is a governmental entity subject to the Utah Government Records Access and Management Act ("GRAMA"), Utah Code Ann. §§ 63G-2-101 to -901 (as amended). As a result, Lessee is required to disclose certain information and materials to the public, upon request. Lessor understands and agrees that the restriction on dissemination of information found in Section 25(a) is inapplicable to any documents Lessee determines are public records, as defined in GRAMA and applicable law.

27. Amendment. This Lease constitutes the entire agreement between the parties relating to the subject matter of this Lease and shall not be modified or amended without the written approval of both parties.

28. Non-Funding. Lessee intends to request the appropriation of funds to pay for Lessee's obligations (including construction and maintenance of the Project) under this Lease. If funds are not available beyond December 31 of any effective fiscal year of this Lease, Lessee's obligation for performance of this Lease beyond that date shall be null and void. This Lease shall create no obligation on Lessee as to succeeding fiscal years and shall terminate and become

null and void on the last day of the fiscal year for which funds were budgeted and appropriated, except as to those portions of payments agreed upon for which funds were appropriated and budgeted. Said termination shall not be construed as a breach of this Lease or any event of default under this Lease and said termination shall be without penalty whatsoever, and no right of action for damages or other relief shall accrue to the benefit of Lessor, its successors, or its assigns as to this Lease or any portion thereof. If funds are not appropriated for a succeeding fiscal year to fund performance by Lessee under this Lease, Lessee shall promptly notify Lessor of said non-funding and the termination of this Lease no later than 30 days prior to the expiration of the fiscal year for which funds were appropriated.

29. General Provisions.

(a) The date this Lease is signed by the last Party to sign it (as indicated by the date stated under that Party's signature) will be deemed the Effective Date.

(b) Neither this Lease nor any memorandum or notice thereof shall be recorded by Lessee with the Salt Lake County Recorder without Lessor's express written consent.

(c) This Lease in no way creates any type of agency relationship, joint venture, or partnership among Lessor and Lessee.

(d) The validity, interpretation and performance of this Lease, and any dispute arising under this Lease, shall be construed, enforced and governed in accordance with the laws of the State of Utah.

(e) This Lease supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the Parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

(f) Each Party shall pay its own fees and expenses in connection with the preparation of this Lease.

(g) The paragraph headings or captions appearing in this Lease are for convenience only, are not a part of this Lease, and are not to be considered in interpreting this Lease.

(h) The individuals who execute this Lease represent and warrant that they are duly authorized to execute this Lease on behalf of Lessee and Lessor, as the case may be, that the Parties named are all the necessary and proper parties, and that no other signature, act or authorization is necessary to bind such entity to the provisions of this Lease.

(i) This Lease may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. This Lease may be delivered by electronic mail.

(j) Except as otherwise expressly provided herein Lessee and Lessor hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing

contained herein shall be construed as giving any other person or entity third party beneficiary status.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates below written to be effective as of the Effective Date.

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

Approved as to form
Rio Tinto Legal
Nicole Squires
Senior Corporate Counsel

MS

By: 
Print Name: Gaby Poirier
Its: Managing Director

SALT LAKE COUNTY, a body corporate and
politic under the laws of the State of Utah

By: _____
Mayor or Designee

DIVISION DIRECTOR APPROVAL

Martin Jensen, Parks and Recreation

APPROVED AS TO FORM:

Deputy District Attorney

IN WITNESS WHEREOF, the Parties have executed this Lease as of the dates below written to be effective as of the Effective Date.

KENNECOTT UTAH COPPER LLC,
a Utah limited liability company

By: _____
Print Name: _____
Its: _____

SALT LAKE COUNTY, a body corporate and
politic under the laws of the State of Utah

By: **Kimberly Barnett** Digitally signed by
Kimberly Barnett
Date: 2022.03.30
14:37:31 -06'00'
Mayor or Designee

DIVISION DIRECTOR APPROVAL

Martin Jensen Digitally signed by Martin Jensen
Date: 2022.03.21 22:59:59 -06'00'

Martin Jensen, Parks and Recreation

APPROVED AS TO FORM:

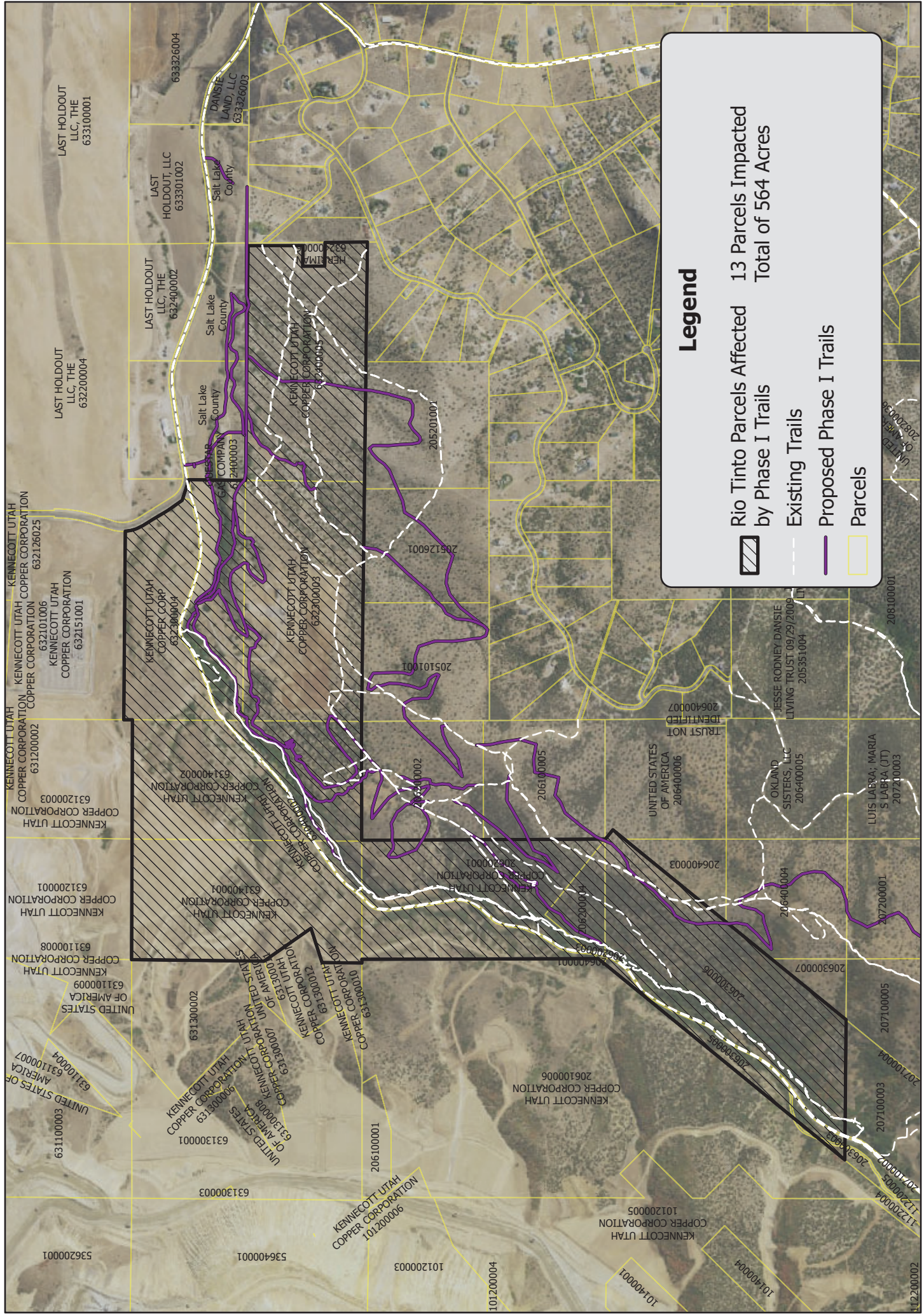
R. Christopher Preston Digitally signed by R.
Christopher Preston
Date: 2022.03.21 16:18:47
-06'00'

Deputy District Attorney


List of Exhibits:


Exhibit A	Map of Kennecott Land
Exhibit B	Map of Premises
Exhibit C	Trail Master Plan


Exhibit A
Map of Kennecott Land




Legend

 Rio Tinto Parcels Affected by Phase I Trails

 Existing Trails

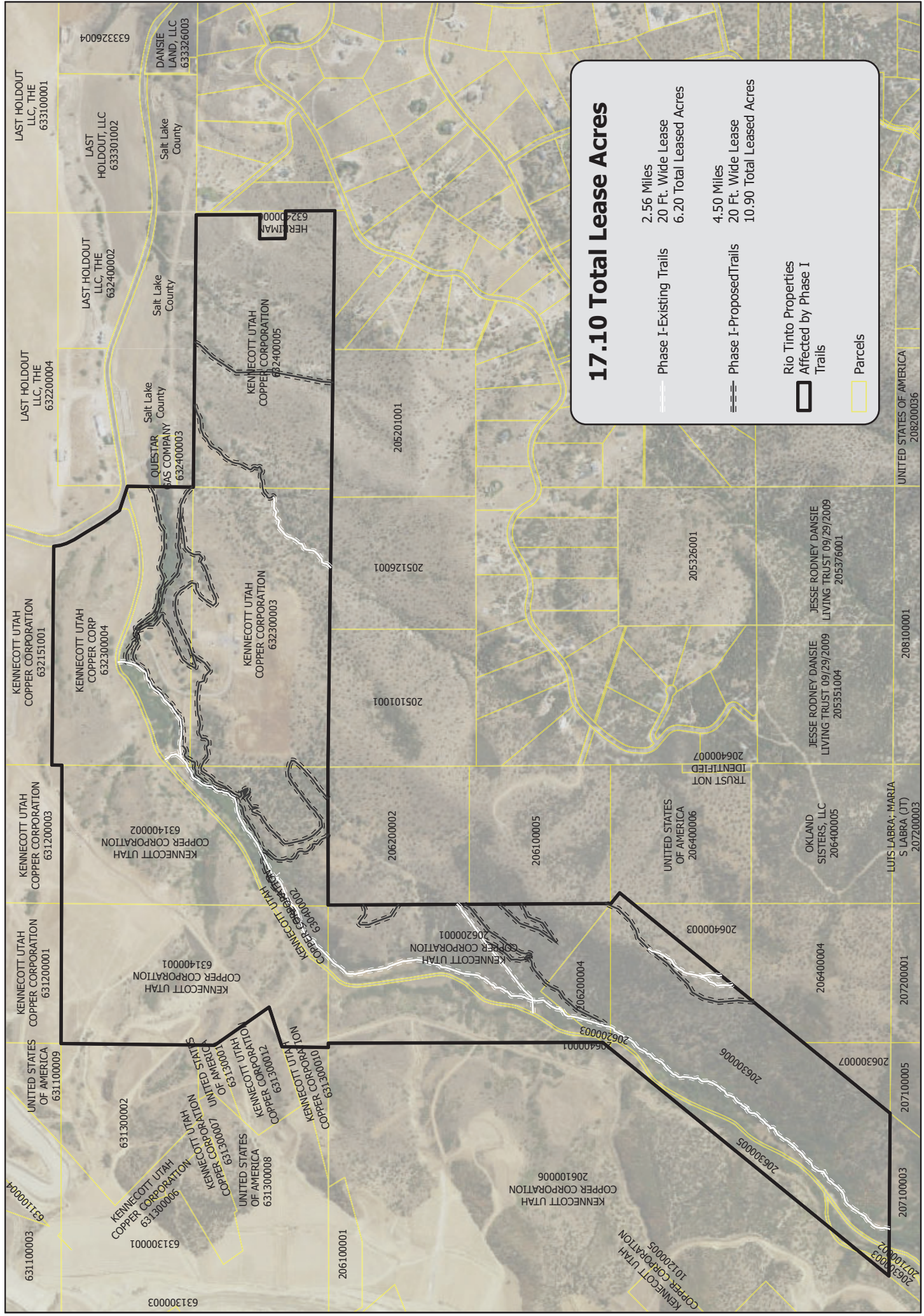
 Proposed Phase I Trails

 Parcels

13 Parcels Impacted

Total of 564 Acres

Exhibit B
Map of Premises



17.10 Total Lease Acres

- Phase I-Existing Trails
 - Phase I-Proposed Trails
 - Rio Tinto Properties Affected by Phase I Trails
 - Parcels
- 2.56 Miles
20 Ft. Wide Lease
6.20 Total Leased Acres
- 4.50 Miles
20 Ft. Wide Lease
10.90 Total Leased Acres

Exhibit C
Trail Master Plan

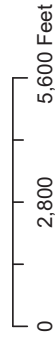
Butterfield, Rose, and Yellow Fork Canyons Master Plan



2022 Master Plan Map

- Existing Picnic Area
- Existing Locked Gate
- Recently Created BMX Area*
- Existing Developed Parking Area
- Proposed Developed Parking Area
- Salt Lake County Boundary
- Analysis Area Boundary (10,043 acres)
- Existing Streams
- Existing Public Road
- Existing Private Road
- Existing Two-Track Trail
- Existing Single Track Trail
- Existing Single Track Trail (179,656 lf. / 34.0 miles)
- Proposed Phase 1 Single Track Trail (63,295 lf. / 12.0 miles)
- Proposed Phase 2 Single Track Trail (152,156 lf. / 28.8 miles)

Exhibit C - Trails Master Plan



Projection: UTM, NAD 83, 12 North
Map Date: 2/23/2022

