

ONCE RECORDED, PLEASE RETURN TO:

State of Utah
Department of Natural Resources
Division of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
PO Box 145703
Salt Lake City, UT 84116-5703
Attn: Forest Legacy Program Coordinator

**DEED OF CONSERVATION EASEMENT
WASATCH BACK FOREST CONSERVATION PROJECT
910 RANCH PROPERTY**

THIS DEED OF CONSERVATION EASEMENT (“**Easement**”) is made effective the ____ day of _____, 2025 (“**Effective Date**”) by and between **SUMMIT COUNTY**, a political subdivision of the State of Utah, having an address at 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, (“**Grantor**”), in favor of the STATE OF UTAH, by and through the **DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, FIRE & STATE LANDS**, a government entity, having an address at 1594 W. North Temple, Suite 3520, PO Box 145703, Salt Lake City, Utah 84114-5703 (“**Grantee**”), (each is a “**Party**” and are collectively referred to herein as the “**Parties**”).

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

Exhibit A: Legal Description of the Property
Exhibit B: Property Map
Exhibit C: Water Rights
Exhibit D: Baseline Documentation Report, Signed “Acknowledgment of Property Condition”
Exhibit E: Forest Stewardship Plan
Exhibit F: Designated Improvement Areas: Existing Structures, Description of Use & Maps
Exhibit G: Definitions

RECITALS

WHEREAS, the Grantor is the sole owner of certain parcels of real property spanning both Summit and Morgan counties in the State of Utah; and

WHEREAS, the United States Department of Agriculture (USDA) Forest Service and the Utah’s Forest Legacy Program (collectively the “**Forest Legacy Program**”) and the Grantor entered into a Fee Simple Deed of Acquisition for the purchase the Property; and

WHEREAS, as fee owner of the Property, Grantor owns the affirmative rights to identify, preserve, and protect forever the Conservation Values of the Property; and

WHEREAS, the Grantor desires to grant this Easement to the Grantee pursuant to the “Land Conservation Easement Act” of Utah’s statutes, *Utah Code Sections 57-18-1 to 57-18-7*, which authorizes a governmental entity to acquire a conservation easement “for the purpose of preserving and maintaining land or water areas predominantly in a natural, scenic, or open condition, or for recreational, agricultural, cultural, wildlife habitat or other use or condition consistent with the protection of open land,” all purposes that are of great importance to Grantor, the Grantee, the people of Summit County, and the people of the State of Utah; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property. Of which the data and explanatory text are presented in the “**910 Cattle Ranch - Wasatch Back Forest Conservation Project Forest Legacy Baseline Documentation Report**” dated 07 day of February 2025, (“**Baseline Documentation Report**”), which consists of reports, maps, photographs, and other documentation. Grantor and Grantee have acknowledged in a signed statement, a copy of which is attached hereto as **Exhibit D**, that the Baseline Documentation Report represents the current condition of the Property at the time of conveyance; and

WHEREAS, as a condition of the Forest Legacy Program, the Grantee has prepared a Forest Stewardship Plan, attached hereto as **Exhibit E**, for the Property that promotes the management practices for forest sustainably; and

WHEREAS, preservation of the Conservation Values of the Property is consistent with the goals of the Forest Legacy Program and the establishment of this Easement will provide public benefits by: (1) preventing future conversions of forest land and forest resources to non-forest uses; (2) protecting and enhancing water quality and water supplies; (3) protecting wildlife; (4) protecting and restoring habitat and maintaining habitat connectivity and related values to ensure biodiversity; (5) protecting riparian area; (6) maintaining and restoring natural ecosystem functions; (7) providing and enhancing public non-motorized recreation opportunities; and (8) maintaining forest sustainability and the cultural and economic vitality of rural communities; and

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

WHEREAS, Grantee is a governmental unit qualified for holding this Easement under the Internal Revenue Code, *26 U.S.C. Section 170(b)(1)(A)(v) and Title 57, Chapter 18* of the Utah Code; and

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

CONSERVATION EASEMENT TERMS

IN CONSIDERATION of the recitals set forth above, the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration and pursuant to the laws of the State of Utah and in particular, *Chapter 18, Title 57 of the Utah Code*, Grantor does hereby voluntarily grant and convey to Grantee this Easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth.

I. CONSERVATION VALUES, PURPOSE AND THE PROPERTY.

- a) The purpose of this Easement is to forever protect and preserve in perpetuity the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "**Conservation Purpose**"). This may include protecting important forest areas that are threatened by conversion to non-forest uses and for protecting open space land for the conservation of wildlife habitat and for the enjoyment of the public by way of limited recreational use.
- b) Conservation Values means the scenic, open space, forested, aesthetic, scientific, historic, cultural, hydrologic, ecological, agricultural, wildlife, and public non-motorized recreation values of the Property (collectively the "**Conservation Values**").
- c) For the purposes of this Easement the Property is the so-called "910 Cattle Ranch", and consists of approximately 8,587.70 acres located in Summit County (approximately 6,862.99 acres) and Morgan County (approximately 1,724.71 acres), the legal description of which is attached hereto as **Exhibit A** and shown for reference purposes on the Property Map attached as **Exhibit B**; the Water Rights are also attached hereto as **Exhibit C** collectively together with all **Water Rights**, the "**Property**").

- II. BASELINE DOCUMENTATION REPORT. By the execution of this Easement, the Grantee acknowledges that the present condition of Grantor's Property is compatible with the Conservation Purpose. In order to evidence the present condition of the Property, including both natural and man-made features, and to facilitate future monitoring and enforcement of this Easement, the Parties acknowledge that a Baseline Documentation Report has been prepared, which provides a collection of baseline surveys, maps, photos, and data points on the Property. The Baseline Documentation Report is an accurate representation of the Property's current conditions and its natural resources and is representative of an assessment of the current and historical uses. By their signatures to and certification of the Baseline Documentation Report, **Exhibit D**, and further by signature of this Easement, the Parties agree that the Baseline Documentation Report contains an

accurate representation of the ecological, biological, and physical condition of the Property as of the Effective Date and of the **current and historical** uses of the Property. The Baseline Documentation Report is an accurate representation of the Property at the time of conveyance of this Easement and is intended to serve as an objective information baseline for monitoring compliance within the terms of this Easement. A copy of the Baseline Documentation Report is on file with both Grantor and Grantee and by this reference made a part hereof.

- III. **WATER RIGHTS.** Water Rights means the water rights as identified in **Exhibit C**. The **Water Rights shall remain subject to the Easement in perpetuity and not be subject to sale, transfer or removal from the Property, unless otherwise authorized by the Grantee.**
- IV. **DEFINITIONS.** For the purposes of this Easement terms are defined in **Exhibit G**.
- V. **THE GRANTEE'S RIGHTS.** In order to accomplish the Conservation Purpose, the rights and interests that are granted and conveyed to the Grantee by this Easement consist of the following:
- a) **Preserve and Protect.** The right to **preserve, protect, identify, monitor, and enhance the Conservation Values in perpetuity**, and to prevent or enjoin any activity on or use of the Property that constitutes a breach of this Easement or is materially inconsistent with the purpose of this Easement and, in the event of their degradation or destruction, to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come.
 - b) **Entry and Access Rights.** The Grantee is, by this Easement, granted rights of access, whether by public ways or otherwise and including, but not limited to, any access easements appurtenant to the Property or held by Grantor, to enter upon the Property in order to monitor compliance with and otherwise enforce the terms of this Easement, an activity that will occur at least annually; to study and make scientific observations of the Property and of natural elements and ecosystems and other features of the Property, and to determine whether the Grantor's activities are in compliance with the terms of this Easement, all upon reasonable prior notice to Grantor and in a manner that does not unreasonably disturb the use of the Property by Grantor consistent with this Easement. **Notwithstanding the Grantee's right to access the Property, Grantee shall not be permitted to access or enter any dwellings on the Property without the express consent of the Grantor.**
 - c) **Approval.** To review, comment upon, approve or object to any proposed plans

relating to prohibited uses and permitted uses, subject to any approvals required by **Section X** of this easement.

- d) Signage. To place signs on the Property that identify the Property as being protected by this Easement. The number and location of the signs are subject to **Section VIII** of this Easement and Grantor's approval, which will not be unreasonably withheld.

VI. GRANTOR'S USES OF THE PROPERTY. Except as prohibited or otherwise limited by this Easement, Grantor reserves the right to use and enjoy the Property in any manner that is consistent with the Conservation Purpose. Grantor will not perform, or allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purpose.

VII. PERMITTED USE AND RESERVED RIGHTS. The Grantor reserves to itself, and to its members, personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the Conservation Purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved.

- a) Forest Management. Except as specifically prohibited in this Easement, forest management activities are permitted on the Property in accordance with all federal, state, and County laws and regulations, and in accordance with the approved Forest Stewardship Plan, set forth in **Exhibit E** and as set forth in the State of Utah's Forest Water Quality Guidelines (available from the Utah Division of Forestry, Fire and State Lands). Sound management practices, in accordance with the Forest Stewardship Plan, shall be implemented. The Forest Stewardship Plan will be updated by the Grantee and signed by the Grantor every ten (10) years or when ownership of the Property changes, whichever occurs first.

- i. Minimum Forest Cover Requirement. The Property shall maintain a minimum of 75% "forest cover," as required by Forest Legacy Program and as defined by the State of Utah's Forest Action Plan and as determined by the Grantee. Grantor will take measures to ensure that the Property does not fall below this threshold. If the Property falls below the 75% forest cover threshold, Grantor shall reforest within three (3) years and maintain minimum stocking in the reforested area(s) as defined by state productivity standards. In the event of a wildfire, Grantor will consult with Grantee on appropriate reforestation methods including monitoring for natural regeneration of tree species.
 - ii. Compatible Non-Forest Lands. No more than twenty-five percent

(25%) of the Property may be used for “Compatible Non-Forest Lands” such as cultivated farmland, pasture, grassland, shrubland, open water, and wetlands, as defined in the 2017 Forest Legacy Program Implementation Guidelines. Any portion of the Property in Compatible Non-Forest Use at the time of conveyance of this Easement that becomes forested shall not return to Compatible Non-Forest Uses, and no forested land on the Property after the Effective Date of this Easement shall be converted to Compatible Non-Forest Uses, unless expressly permitted herein.

- iii. Wildfire Mitigation. Grantor may remove brush and vegetation necessary to minimize the potential risk of wildfire on the Property. All fire management shall be done in accordance with the Forest Stewardship Plan, **Exhibit E. Removal methods shall limit the effect on the native biological diversity and may include, but would not be limited to hand removal, mechanized methods, prescribed fire, and biological methods such as short-duration grazing.** To the best of its ability, Grantor may take any and all precautions to prevent wildfire. Grantor will allow unrestricted access and entry to suppress wildfires and/or pre-treat land or vegetation in advance of approaching wildfire.
- iv. Defensible Space for Fire Protection. Any existing or new structure will require proper management of the surrounding vegetation to reduce wildfire risk and intensity. **The recommended treatment of vegetation is dependent on fuel type (kinds of trees/shrubs/grass) and slope.** Grantor shall follow all County regulations and refer to the publication “*Living With Fire, A Guide for the Homeowner*” for detail in creating and maintaining defensible space (available from the Utah Division of Forestry, Fire and State Lands) and/or contact a resource management professional.
- b) Maintenance and Restoration of the Native Ecosystem. Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed mitigation, watershed restoration, restoration of forests, and other restoration efforts.
- c) Leases and Permits. The Grantor reserves all rights to (1) issue permits, and collect fees for issuing permits to authorize activities on the Property that do not adversely impact or conflict with Conservation Values of the Property or any Prohibited Uses stated in herein; and (2) enter into leases, contracts or other agreements, and collect fees or other consideration for such leases, contracts or other agreements that allow

uses of the Property that do not adversely impact or conflict with Conservation Values of the Property or any Prohibited Uses.

- d) Existing Structures. Grantor may use, maintain, expand, and repair the existing structures, fences, corrals, barns, sheds, outbuilding, cabins, houses, and other structural improvements located on the Property as of the Effective Date of this Easement and as identified in the Baseline Documentation Report (collectively “**Existing Structures**”), provided that maintenance, improvement, expansion, or repair of such Existing Structure or improvement will not result in: (1) a Footprint greater than twice (2x) the size of the existing structure; and/or (2) a height that is no greater than twice (2x) the existing height but in no event may the new height exceed any height limitations imposed by the County Code. If any or all such existing structure(s) are demolished, removed, or destroyed, Grantor may replace them with similar structures of the same general use and appearance.
- e) Transient Structures. The Grantor is permitted to erect transient structures solely for the purpose of engaging in the Permitted Uses as set forth herein. Examples of Transient Structures include, but are not limited to, event canopies, sleeping tents, yurts, seasonal bridges, and portable buildings.
- f) Residential Use. The Grantor retains the right to use the Existing Structures and/or the Property as described in **Exhibit F**, for residential purposes that support the Conservation Purpose and Conservation Values of the Easement. This includes housing for caretakers, agricultural workers, Grantor staff, or other individuals whose presence and activities directly contribute to the protection and/or maintenance of the Property. Such residential use must be consistent with and not impair the Conservation Values, and must comply with all applicable Federal, State, and County regulations.
- g) Limited Building Right. The Grantor may, with prior approval from the Grantee, construct and install a limited number of certain new structures within the Designated Improvement Areas, more particularly described in **Exhibit F**. Any structures that are built shall be constructed in a manner that will minimize the structure(s) impact on the Conservation Values of the Property and shall comply with all Federal, State, and County regulations.
 - i. Designated Improvement Areas. The Grantor retains the right to make improvements and construct new buildings and structures within the Designated Improvement Areas of the Property as described in **Exhibit F**. With the Grantee’s approval, pursuant to **Section X**, the Grantor may designate a Building Envelope to be located anywhere within each

Designated Improvement Area. All new and existing buildings and structures shall be constructed within a Building Envelope.

- ii. Building Envelope. Grantor may construct, place, repair, improve, and/or replace new and/or existing structures within the approved Building Envelope for existing structures, as documented in the Baseline Documentation Report, and for new construction of structures as permitted by this Easement, pursuant to the restrictions contained within **Exhibit F**, and in accordance with all Federal, State, and County regulations. A Building Envelope may include ancillary structures, sheds and greenhouses, landscaping, parking, telecommunications, storage, water facilities, ponds, fences, and other such structures or facilities necessary for the support, maintenance, and ongoing operation of permitted use such as agricultural, residential, recreational, educational, and forest uses, so long as also allowed under the County Code and all other applicable laws and regulations approved by the County. A professional or cadastral survey is not required by this provision, but the Baseline Documentation Report will be updated to show the Building Envelope using a legal description or referenced Global Position System (GPS) points. The following standards must be met for the location of each Building Envelope:

- May not be within one hundred (100) feet of any Watercourse. Establishment of a Watercourse-crossing, Watercourse enhancement, or Watercourse restoration is permitted, but shall comply with all applicable Federal, State, and County regulations.
- Must be sited to minimize impacts to forest resources.
- Shall not occur within wetlands as defined by the United States Army Corps of Engineers or other Federal, State or County regulatory authority, except in the case where mitigation is permitted by such regulatory authority. Within the Building Envelope, development shall minimize the impact on critical habitat and the species that depend on it.

- h) Recreational Uses and Activities. The following recreation uses and activities are permitted on the Property.

- i. Recreation Management Plan. Grantor is required to have a comprehensive recreation management plan (RMP) in place prior to

allowing for, or implementation of, any recreational use or activity described in this subsection on the Property. The RMP may be created, or modified, following the Execution Date of this Easement to reflect current and changing needs precipitate the need for the same. Activities contemplated in the RMP and any changes or modifications to the RMP shall comply with the terms of this Easement and protection of the Conservation Purpose. The RMP will describe appropriate user capacity, types of recreation, location of recreation uses within recreation zones, adaptive management strategies, and sustainable management best practices for the construction and maintenance of Trails and Paths. RMP shall be approved by the Grantee, upon which the Grantor may implement the RMP without further approval from the Grantee. If the approved RMP is significantly modified, the Grantor shall seek additional approval from the Grantee prior to implementation.

- ii. Limited Use, Permit System, and Fees. To support the Conservation Purpose, the Grantor may implement, in its sole discretion, any, or all, of the following as necessary to implement recreation uses and activities on the Property: (1) limit the duration and capacity of recreation uses and activities; (2) create a permitting system for recreation uses and activities; (3) require a permit for recreation uses and activities; and/or (4) charge a fee for recreation uses and activities.
- iii. Trails and Paths: Upon approval of the RMP, Grantor may, in its sole discretion, design, construct, install, maintain, groom, and extend up to sixty-five (65) miles of new Natural Surface Trails (not to exceed Tread width of five (5) feet) and Soft Surfaced Trails and/or Paths (not to exceed Tread width of twelve (12) feet) for the purpose of Non-Motorized Recreation. In addition, the Grantor may adopt any existing, as of the Effective Date, Two-Track Road, Trail or Path (including Doubletrack or Single-Track), to be part of the greater Property recreation network. Additional Trail and Path miles may be allowed upon mutual agreement of the Grantor and Grantee. Hard Surfaced Trails, Roads or Paths are prohibited, except as allowed by the mutual agreement of the Grantor and Grantee.
 - Location, Construction and Maintenance. The Grantor's RMP shall identify the locations of existing Trails and Paths and the proposed location for new Trails and Paths on the

Property. New construction of and/or maintenance of existing Trails and Paths shall adhere to the most current sustainable trail building best practices, such as those referenced in the Summit County Snyderville Basin General Plan and those sanctioned by Professional Trail Builders Association and/or the USFS. Trails and Paths shall be located in recreational zones as defined by the Grantor's RMP. It is understood that the construction of new trails will necessarily require disturbance of an area greater than the tread of the planned trail. Disturbance associated with new trail construction will not exceed a width of 12 ft. The disturbed area will be allowed to naturally revegetate, and Grantor will endeavor to narrow the trail to the minimum width necessary to achieve its recreational purpose.

- Mountain Biking Trails. Grantor, at its sole discretion, may allow mountain biking as a Permitted Use on the Property, but such use shall be limited, giving preference to travel by foot, ski, and equestrian, and should be focused on creating connections to Trails and Paths networks existing as of the Effective Date.
- Critical Area Avoidance. In constructing new Trails or Paths, Grantor shall avoid sensitive and/or critical habitat and known populations of noxious/invasive weeds, to the extent avoidance is reasonably possible. If avoiding such areas is not reasonably possible, Grantor may temporarily or reasonably close the Trail(s) or Path(s) to the public to avoid conflict with wildlife (ex. calving and nesting seasons) or to reduce the spread of unwanted plants (ex. while plants are in seed).

- iv. Recreational Related Structures. Grantor may construct, install, use, improve, and maintain bridges, boardwalks, culverts, gates, picnic tables, benches, restrooms, parking areas and trailheads, and/or other recreational-related improvements to support the Permitted Uses herein. Unless otherwise agreed upon by the Grantor and Grantee, parking areas and trailheads shall comply with the parameters set forth in **Exhibit F**.

- v. Camping, Campgrounds and Overnight visitation. Grantor may design, construct, install, maintain, operate, and expand overnight backcountry camping areas and/or a Yurt/“Hut-to-Hut” camping systems on the Property, as depicted within **Exhibit F**, for limited individual and/or group camping, including, but not limited to personal, educational, business or civic groups, youth camps, scout troops, social or health groups, and similar organizations or groups so long as such activity does not adversely damage and is consistent with the Conservation Purpose. Grantor may charge a fee for camping use and may employ an on-site manager to supervise and manage such camping. Camping and overnight visitation areas are limited to those areas identified by **Exhibit F**, except as may be necessary in conjunction with carrying out any Permitted Uses on the Property, for general monitoring, or administrative purposes (i.e. security/law enforcement, monitoring trail conditions, ensure conservation values are intact, etc.), or in case of an emergency for emergency access by the Grantor, Grantee, or its authorized representative.
- vi. Fishing. Grantor, at its sole discretion, may allow fishing as a Permitted Use on the Property only to the extent such activities are consistent with Federal, State, and County laws and regulations and the Conservation Purpose. The intent of this provision is to allow for recreational fishing to the extent those activities are not detrimental to sustainable levels of fish populations and contingent on the successful restoration and ongoing sustainability of a cold-water fishery as determined by the Grantor.
- i) Agriculture, Grazing, and Ranching Activities. Grantor may use the Property for historical or common ranching and farming activities, including grazing, feeding, breeding, raising, and managing livestock, provided these activities do not impair the Conservation Purpose. Grazing and pasturing, on the entire Property, of “Traditional Livestock” (namely cattle, sheep, goats, horses, bison) is permitted provided that range conditions shall be maintained at, or improved from, those documented in the Baseline Documentation Report. Grazing of privately-owned wildlife and/or game, including but not limited to elk or deer, is prohibited.
- i. Sustainable Range Stewardship and Range Management. Sustainable range stewardship and proper management of Traditional Livestock grazing or pasturing are integral to the protection of the Conservation Purpose of this Easement. Traditional Livestock grazing shall not

exceed the appropriate degree of use prescribed by the United States Department of Agriculture, Natural Resource Conservation Service, to ensure the renewable range resource remains in proper ecological health including the riparian habitat.

- ii. Grazing and Range Management Plan. Grantor shall have a grazing and range management plan (GRMP) in place prior to any application of grazing, pasturing, ranching, or farming on the Property. The GRMP shall be prepared in consultation with grazing and agricultural Federal, State, or local professionals. A GRMP may be created, or modified, following the execution of this Easement where changing needs and uses precipitate the need for the same. Grazing activities contemplated in the GRMP and any changes or modifications to the GRMP shall comply with the terms of this Easement and ensure protection of the Conservation Purpose identified therein. The GRMP shall describe appropriate use levels, pasture rotation schedule, seasons of use, type of Traditional Livestock that can be grazing or pasture and sustainable management best practices. The GRMP shall meet all applicable Federal, State, and County laws, policies, guidelines, and regulations. Upon approval by the Grantee the GRMP shall be implemented at the sole discretion of the Grantor. A copy of the GRMP shall remain available with the Grantor.
- j) Chemicals, Biocides, Fertilizers, and Biological Control. Use of chemicals and biological controls is permitted for the following purposes and under the following conditions: (1) The use of chemical herbicides for the control of noxious weeds, other invasive exotic plant species or plants toxic to Traditional Livestock, wildlife or human life; provided that chemical herbicides may be used only in those amounts as directed by the product label, as recommended by a certified and licensed pesticide applicator professionals, and with a frequency of application that constitute the minimum necessary for control; except with the prior approval of Grantee herbicide shall not be applied by aerial spraying; (2) Use of chemical biocides for the control of agricultural, forest, or rangeland pests; provided that chemical biocides may be used only when no other generally accepted method of control is effective, that the biocide is used only in those amounts and with a frequency of application constituting the minimum necessary to accomplish reasonable outcomes, that the biocide has minimal adverse effects on non-target species of plants or animals; except with the prior approval of Grantee the biocide shall not be applied by aerial spraying; (3) Use of chemical fertilizers for the enhancement of rangeland forage; provided that the use of fertilizer does not adversely affect the

aquatic or terrestrial ecosystems in a significant manner; and (4) Use of biological controls, or biocontrol, for the effective management of invasive and noxious weeds; all use or application of any chemicals, biocides, fertilizers, or biological control shall only be done in accordance with Federal, State, and County laws and regulations.

- k) Stock Water and Irrigation Improvements. Grantor may construct a new stock water system and an irrigation system to support permitted grazing, pasturing, ranching or farming activities contemplated within the GRMP and/or may make improvements to any embankment, excavation, or other earthwork necessary to impound water for that purpose in accordance with Federal, State, and County regulations. Existing stock ponds, water tanks, and water lines may be maintained, restored, and repaired at the sole discretion of the Grantor. Any extension, expansion, and/or improvement to existing or new stock water and irrigation improvements require prior approval from the Grantee.
- l) Fence and Gating. Grantor may place fencing and cattleguards, replace existing fencing and cattleguards, and place gates and/or cattleguards for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property, provided that fencing, when reasonably possible, shall be constructed in a manner that promotes safe wildlife passage and migration. Grantor shall refer to the guidance and information provided by the Utah Division of Wildlife Resources regarding safe wildlife fencing. Snow fences may be constructed as necessary to control drifting snow. Big game proof fences are permitted around harvested crops (e.g. haystacks), domestic gardens, or as needed for restoration enclosures. No other big game proof fences will be constructed on the Property unless for the purpose of protecting the Conservation Purpose. Grantor may construct fences without prior approval of Grantee.
- m) Roads and Parking. As of the Effective Date, and as documented in the Baseline Documentation Report, there are known to be approximately twenty four (24) miles of Two-Track Natural Surface Roads, three and one half (3.5) miles of a Maintained Road (i.e. County Class-B Soft Surfaced Road), and 33,000 square feet of Natural Surface parking areas, and 45,000 square feet of Natural Surface pull-out parking areas on the Property. Each Road (Two-Track or Maintained) and parking area or pull-out may be used, repaired, maintained, improved, and/or replaced. This includes the area within the sixty (60) foot right-of-way either side of the centerline (totaling a one hundred twenty (120) foot right-of-way) of the Class B County Road, otherwise known as North Jeremy Ranch Road, also known as N. East Canyon Road.

- i. Existing Roads. Existing Roads may be repaired, maintained, and improved so as to (1) minimize the width and length, (2) and minimize the overall impact on the Property and its Conservation Purpose. Grantor shall not pave or cause to be paved any existing Road, parking area or pull-out with pavement, concrete, hot or cold press asphalt or any other Hard Surfaced impervious material, unless such need is deemed necessary to protect the Conservation Purpose and is mutual agreed upon by Grantee and Grantor and approved by Grantee.
- ii. Temporary Two-Track Roads. Temporary Two-Track Roads are permitted for the purpose of assisting, supporting, accessing, or installing a Permitted Use, such as, but not limited to, Yurts/Hut access, timber harvest, wildfire fuel reduction efforts, wildfire suppression, or as needed to respond to an emergency. Temporary Two-Track Roads shall be constructed to (1) maximize the ability of roads to be reclaimed and returned to a natural state when it is no longer required or needed, and (2) minimize the road's overall impact on the Property and its Conservation Values.
- iii. New Road Construction. Grantor reserves the right to construct up to five (5) miles of new Two-Track Roads as are reasonably necessary for Grantor to exercise Permitted Uses, provided that the construction of such new Roads do not significantly interfere with the Conservation Purpose of the Property and that prior to constructing any new road Grantor shall submit to Grantee, for review and approval. Any new Road construction shall be done with minimal improvements, shall not exceed a 14-ft wide Tread (with additional room for turnouts) or a width as required to comply with Summit County Development Code. New Roads shall be Natural Surface or Soft Surfaced, and shall be prohibited from being Hard Surfaced, unless approved by Grantee to protect the Conservation Purpose.
- iv. Third-Party Road. In the event that a court of competent jurisdiction grants a third-party road easement on, in or through the Property, Grantor shall be authorized to negotiate for the least intrusive alignment and width that (1) does not significantly interfere with the Conservation Purpose of the Property, and (2) are consistent with Federal, State, and County regulations and ordinances. The third-party and/or Grantor shall have the right to construct a Road or Trail on said easement consistent with such regulations and ordinances.
- v. Parking, Trailheads, and Pull-Outs. Grantor shall be permitted to construct, repair, maintain, improve, and replace parking, trailheads and pull-outs (collectively "**Parking Areas**") on the Property provided that the Parking Areas do not significantly interfere with the

Conservation Purpose of the Property and that prior to any new construction of such, Grantor shall submit to Grantee, for review and approval, the Grantor's Parking Area plans. Grantor shall not pave, or cause to be paved, any such new or existing Parking Area with pavement, concrete, hot or cold pressed asphalt or any other Hard Surfaced impervious material, unless such paving is deemed explicitly necessary, by Grantee and Grantor, to protect the Conservation Purpose of this Easement. Parking Areas include parking lots, trailheads, turnouts, overlooks, and similar areas and shall be reserved for motorized vehicle and trailer parking. Supporting infrastructure such as restrooms, trash receptacles, signage, electric charging stations, and picnic areas are permitted within parking areas. Parking surfaces shall comply with County regulations. Designated Improvement Areas for new construction of parking areas are detailed in Exhibit F.

- n) Property Inclusion. Private inholdings within the Property's boundaries and adjacent lands may be incorporated into this Easement if such inholdings are purchased by, donated to, or otherwise acquired by the Grantor and if the inholding is consistent with the Conservation Purpose and improves the overall public benefit of the Property. Any land incorporated into this Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement, and the incorporation must be (1) documented through appropriate legal descriptions and updates to the Baseline Documentation Report at the time of incorporation, and (2) promptly recorded in the records of the appropriate County of which the parcel resides.
- o) Utilities. Grantor may use, maintain, and replace or reconstruct existing utilities and easements of record, provided that, following such activity, any area of disturbance to the Property is restored, to the extent reasonably practical, to the state of the Property prior to the disturbance. Grantor has the right to install renewable energy utilities within Designated Improvement Areas, such as but not limited to, solar panels, small-scale wind turbines (not to exceed one hundred fifty (150) feet in height), and electric car charging stations, to support any Permitted Uses herein. Grantor also reserves the right to allow for new buried utilities to be installed within the County Class B right-of-way easement running the length of N. East Canyon Road. With prior approval from the Grantee, Grantor may also install new utilities to support a Permitted Use granted by this Easement.
- p) Industrial or Commercial Uses. The following industrial or commercial uses are permitted, except if determined by Grantee to adversely impact the Conservation Purpose: (1) agricultural production and related uses in accordance with the terms and conditions of this Easement; (2) the sale of excess power generated in the

operation of renewable energy structures and associated equipment or other energy structures that the Grantee approves as being consistent with the Conservation Purpose and in accordance with the terms and conditions of this Easement; (3) temporary or seasonal educational, research, or outdoor recreation activities, or events; and (4) commercial enterprises related to agriculture or forestry including but not limited to agrotourism, grazing operations, processing, packaging, and marketing and sale of farm or forest products.

- q) Memorials. The installation of a limited number of memorial benches or monuments may be permitted by the Grantor within any Building Envelope or along a Trail, Path or Road. These installations must adhere to the guidelines set forth by the Grantor in the Property's management plan, ensuring they do not obstruct public access or natural views and must not adversely impact on the Conservation Purpose. Each memorial must be approved on a case-by-case basis by the Grantee, considering the significance, public benefit, and appropriateness of the tribute. The use of any portion of the Property as a cemetery, tomb, or final resting place for any human or domesticated animal remains is strictly prohibited, unless such remains are defined by the Utah State Historic Preservation Office as having historical or archaeological significance, or as documented in the Baseline Assessment Report at the Effective Date.

VIII. PROHIBITED USES. Any activity on or use of the Property that is inconsistent with the purpose of this Easement or is inconsistent with the Conservation Values is prohibited. Grantor shall not convert the Property to other uses. Activities and uses that are prohibited include the following:

- a) Subdivision. Any separate conveyance of a portion of the Property by division or subdivision of the Property is prohibited, except for the purpose of protecting the Conservation Values, Conservation Purpose, or a Permitted Use. Any transfer of development rights associated with the Property, whether existing presently or created in the future, is contrary to the Conservation Purposes and is expressly prohibited. The correction of a boundary line location, the maintenance of existing recreational leases, or the creation of new leases shall not constitute a subdivision for the purposes of this provision.
- b) Structures and Improvements. Except to support the Conservation Purpose, the Conservation Values, or as otherwise explicitly permitted in this Easement, there shall be no additional building, structure, development, installation, expansion or other improvements of any kind, temporary or permanent, constructed on the Property including, but not limited to, buildings, houses, towers, satellite dishes,

sheds, tanks, mobile homes, billboards, hunting stands, impoundments, septic systems, docks, aircraft landing strips, **memorials**/headstones, gravesites, mortuary facilities, and communication equipment.

- c) Ski Infrastructure. Any infrastructure associated with enabling uphill travel for downhill skiing including, but not limited to, **aerial trams**, cables, lifts, **towers**, and other modes of conveyance is prohibited.
- d) Drones, Unmanned Aircraft Systems, and Model Aircraft. Drones, unmanned aircraft (or aerial) systems, and model aircraft (“**Unmanned Aircraft**”) are prohibited **from taking off on, landing on, and, to the extent consistent with applicable law, flying over the Property**. However, Grantor may use or direct the use of Unmanned Aircraft in **emergency situations**, for training purposes, for routine maintenance, and for monitoring or other stewardship purposes.
- e) Surface Disturbance and Mineral Exploration. Changes in the existing general topography of the landscape or land surface of the Property, excluding changes as a result of activities expressly permitted herein, are prohibited unless such changes were caused by the forces of nature or are otherwise outside of Grantor’s control. In the event of an imminent or current emergency or circumstance that are reasonably likely to **result in harm to property, human life, or animal or wildlife**, Grantor may modify topography and may do so without the prior consent of the Grantee. There shall be no disturbance of the surface, including but not limited to filling, excavation, and removal of topsoil, sand, gravel, rocks, or minerals, or change of the topography of the land in any manner, except as may be reasonably necessary to carry out the Permitted Uses on the Property under the terms of this Easement. Surface disturbance associated with the mining of subsurface oil, gas, or other minerals is not permitted unless the extraction is limited and localized, does **not adversely impact the purposes of the Forest Legacy Program**, the Property’s Conservation Values, or Conservation Purpose, and approved by Grantee.
- f) Motorized Vehicle Use. The use of motorized vehicles or Motorized Recreation equipment including, but not limited to, snowmobiles, off highway vehicles (OHV), all-terrain vehicles (ATV/UTV), e-bikes (throttle propelled class III or equivalent electric bikes), motorcycles or electric motorcycles/dirt bikes, electric vehicles of any kind, other motorized or electric recreational vehicles, scooters, boards, or alike are prohibited on Property Roads, Trails, and Paths unless as may **be necessary for general monitoring or administrative purposes (i.e. security/law enforcement, monitoring trail conditions, ensure conservation values are intact,**

etc.), or as necessary to respond to an emergency by the Grantor, Grantee, or its authorized representative. This provision does not exclude motorized vehicle use of the Class B County Road, otherwise known as North Jeremy Ranch Road, also known as N. East Canyon Road, which runs through the Property.

- g) Electronic Bicycles (E-Bikes). All classes of electric bicycles (e-bikes), whether classified as motorized or non-motorized by Federal, State, and/or County regulations, are prohibited on the Properties Roads, Trails, and Paths; except as deemed necessary in the discretion of the Grantor for the purpose of facilitating Permitted Uses on the Property, and for general monitoring or administrative purposes or in the event of an emergency, including security/law enforcement, monitoring trail conditions, ensuring Conservation Values are intact, by the Grantor, Grantee, or its authorized representative. This provision does not exclude E-Bike use of the Class B County Road, otherwise known as North Jeremy Ranch Road, also known as N. East Canyon Road, which runs through the Property and this does not prohibit the use of an e-bike under the Americans with Disabilities Act or for individuals granted age-related allowances by County ordinance as of the Effective Date.
- h) Water Rights, Alteration of Watercourses, and Topography. Grantor will not change, disturb, alter, excavate, or impair any Watercourse, surface or subsurface water systems, wetland, or the topography of the ground on the Property, except as authorized in the Easement, by the Forest Stewardship Plan, to implement restoration, or to support a Permitted Uses. Removal of groundwater for use off the Property including, but not limited to, the sale, removal, or transfer of Water Rights for use off of the Property, is not allowed unless as expressly agreed to by Grantee or for the dedicated purpose to maintaining instream flow that supports the ecological health of East Canyon Creek or Great Salt Lake, ensuring that the water remains in its natural course for the benefit of fish, wildlife, and recreational activities. Grantor will not allow uses of the Property that would alter the water systems, wetlands, or riparian habitat on the Property except to the extent provided in the Permitted Uses, herein. Grantor shall not allow uses of the Property that would be detrimental to water quality or that would permanently alter the normal water level and/or flow of surface or groundwater, except as Grantor determines as reasonable to carry out the ranching and other Permitted Uses on the Property.
- i) Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials of any kind. Placing, filling, storing or dumping on the Property of trash, debris, refuse, inoperable vehicles, junk, ash (except as a result of any wildfire mitigation as a Permitted Use), or waste is prohibited. No portion of the Property shall be used for dumping, depositing, abandoning, discharging, storing, maintaining, or releasing any gaseous, liquid, solid, radioactive, or hazardous waste materials or pollutants of whatever nature on, in, or over the ground or into the subsurface or groundwater of the Property. Disposal of any waste materials generated by activities expressly

permitted herein shall be in accordance with applicable Federal, State, and County laws. Slash and other debris associated with timber harvesting or wildfire mitigation activities shall be disposed of according to standard forestry practices. This prohibition does not impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under Comprehensive Environmental Response, Compensation, and Liability Act CERCLA or similar federal or state statutes.

- j) Industrial or Commercial Uses. Except as expressly permitted herein, the Property shall not be used for industrial or commercial uses. Industrial Use refers to activities involving manufacturing, processing, storage, and distribution of goods, while Commercial Use refers to activities involving the sale of goods or services.
- k) Residential Uses. Except as expressly permitted herein, the Property shall not be used for residential uses.
- l) Hunting. Hunting on the Property is prohibited, subject to the Utah Division of Wildlife Resource’s statutory and/or constitutional management authority over wildlife.
- m) Game Farming or Game Farm Animals. Grantor will not construct or operate a domesticated game farm on the Property, nor will Grantor raise or hold domesticated game farm animals on the Property. Domesticated game includes those animals regulated or prohibited by the Utah Legislature, the Division of Wildlife Resources, and/or the US Department of Agriculture and Food.
- n) Non-Native Species. Grantor will not knowingly introduce or release non-native or non-naturalized plant or animal species, with the exception of agricultural crops identified in the Baseline Documentation Report, as prescribed in the Forest Stewardship Plan, as biocontrol as allowed by the State of Utah for noxious and invasives species management, or as needed to maintain Conservation Values. Desirable non-native plant species needed to improve the forest or range may be introduced but should comply with recommendations in the Forest Stewardship Plan.
- o) Commercial Feedlot. Grantor will not establish or maintain any commercial feedlot on the Property. For purposes of this Easement, a commercial feedlot is defined as a permanently constructed, confined area or facility, within which the land is not grazed or cropped annually, and which is used for purposes of engaging in the business of receiving and feeding livestock.

- p) Signs and Billboards. No sign or billboard shall be placed on the Property, except those that comply with all provisions of County regulations and for the purpose of: (1) stating the name and address of the Property owner and manager; (2) informing users about activities that are Permitted Use or Prohibited Use on the Property; (3) advertising the sale or rental of the Property; (4) identifying natural environmental features or provide interpretive education; (5) giving Road, Trail, or Path name, guidance, or directions; (6) controlling unauthorized entry or use of the Property; (7) identifying lands under this Easement and the terms of the Easement; (8) identifying permitted Trails, Paths and trailheads; and/or (10) protecting public health, safety, and welfare.
- q) Utility Rights-of-Way. Subject to existing rights of record upon the Effective Date of this Easement, no utility rights-of-way shall be located within the Property after the Effective Date unless such utilities are: (1) necessary for a Permitted Use or support a compelling public benefit as determined by the Grantor; (2) located underground, except that necessary above ground appurtenances as may be provided; or (3) located within the established Class B County Road, North East Canyon Road right-of-way. Grantor shall be responsible to restore and reseed all lands disturbed created by the construction of new utility systems.
- q. Linear Non-forest Corridors and Other Easements. Except as otherwise permitted under this Easement, no rights-of-way, easements of ingress or egress, driveways, roads, or utility lines or easement shall be constructed, developed, or maintained into, on, over, under, or across the Property, without the prior written permission of the Grantee. No additional easements or deed restrictions that conflict with the Conservation Purpose or that negatively impact the Conservation Values shall be placed on the Property without the prior written permission of the Grantee. Grantee may grant such permission if it determines, in its sole discretion, that any such easement or deed restriction would be consistent with the objectives of the Easement or would support a Permitted Use.

IX. APPROVALS: REVIEW OF GRANTOR PLANS PURSUANT TO PROHIBITED USES AND RESERVED RIGHTS. Before undertaking any activity, not falling within the scope of a previously approved plan, pursuant to any reserved right or Permitted Use herein or any exception to a prohibited use herein, Grantor shall submit to Grantee a detailed written plan and map describing the undertaking. Grantee shall have a period of forty-five (45) days from receipt of said plan to review said plan and approve or make objections to the same. All such objections shall be based upon inconsistencies between the plan and the purpose of this Easement or the Conservation Values of the Property. If within said 45-day period,

Grantee makes no objections, then Grantee shall be deemed to have approved said plan, but nothing else not contained in the plan. If Grantee raises objections, the Parties agree to meet and resolve in good faith all such objections prior to Grantor undertaking such development. If no agreement can be reached between the Parties regarding the plan despite use of the Parties' best efforts to do so, either one of the Parties may submit the matter to a mutually agreed upon mediator to facilitate dispute resolution prior to initiating any judicial review.

- X. APPROVAL BY COUNTY AUTHORITY. Grantee is not the local land use authority and therefore, Grantor must comply with all provisions of the Summit County Development Code, Title 10 of the Summit County Code and receive approvals as required by the Code before undertaking any development on the Property. Approval by the appropriate County authority of any applications made pursuant to Title 10 of the Summit County Code will be considered a condition of approval by the Planning Commission or other approving authority.

- XI. ARCHAEOLOGICAL, CULTURAL AND HISTORIC SITES. Any steps to protect archaeological resources that may be found on the Property are highly encouraged. If evidence of a site, as that term is defined in *Utah Code Section 9-8a-302*, is discovered during the course of implementing any activity, the Grantor must notify the State Historic Preservation Office (SHPO) as required under *Utah Code Section 9-8a-307* and shall notify the Grantee. After review of the proposed activity, the Grantee may determine that an archeological clearance is required before on-the-ground implementation. If, upon completion of a survey done by the SHPO, archaeological resources are found to be present, the Grantor may be required to implement mitigating measures to protect the archeological resources. The Grantor should consider any of all viable management alternatives if such sites are discovered on or near areas designated for management. This information is provided to assist in identifying historic properties, per the consultation procedures of the *National Historic Preservation Act's Section 106* regulations (36 CFR 800).

Utah Code Section 9-8a-302, Definitions, states:

(4) "Archaeological resources" means all material remains and their associations, recoverable or discoverable through excavation or survey, that provide information pertaining to the historic or prehistoric peoples of the state.

(9) "Excavate" means the recovery of archaeological resources.

(17) "Site" means any petroglyphs, pictographs, structural remains, or geographic location that is the source of archaeological deposits or specimens.

(18) "Specimen" means all man-made artifacts and remains of an archaeological or anthropological nature found on or below the surface of the earth, excluding structural remains.

Utah Code Section 9-8a-307, Report of discovery on state or private lands, states:

(2) Any person who discovers any archaeological resources on privately owned

lands shall promptly report the discovery to the SHPO.

(4) Nothing in this section may be construed to authorize any person to survey or excavate for archaeological resources.

Utah Code Section 9-8a-404 requires that the state ensure that cultural resources are taken into account on this Property.

- XII. ACCESS. No right of access by the general public to any portion of the Property is conveyed by this Easement. However, access may be granted by the Grantor to the general public into, on, or over the Property at its sole discretion. A public County Class B Road right of way, otherwise known as North Jeremy Ranch Road, also known as N. East Canyon Road, is located on Property running along East Canyon Creek. The public Class B County Road has historically not been maintained by the Grantor during winter months and may, by ordinance, be seasonally closed.
- XIII. TRANSFER. This Easement may be transferred or assigned only (i) to a government entity that: (a) is eligible to hold this Easement under the Forest Legacy Program (FLP), (b) is willing and able to hold this Easement for the purpose for which it was created, and (c) expressly agrees to assume the responsibility imposed on the holder by the terms of this Easement; and (ii) with the consent of Grantee. If the Easement holder ever ceases to exist, or is no longer willing and able to hold this Easement for the purpose for which it was created or carry out the responsibility imposed on the holder by the terms of this Easement, the Grantee must identify and select an appropriate entity to which this Easement must be transferred.
- XIV. AMENDMENT. This Easement may be amended only with the written approval of the Grantee. Grantee is under no obligation to agree to any amendment or consult or negotiate regarding any amendment. An amendment may be approved by Grantee only if it will (i) serve the public interest and not diminish the benefits provided to the public, (ii) have a beneficial or neutral effect on the Conservation Values protected by this Easement, (iii) be consistent with the purpose of the Forest Legacy Program and the Purpose of this Easement, (iv) not confer an economic benefit on private persons (private inurement or private benefit in the case of a charitable organization holder), (v) be consistent with the intent of the original Grantor of this Easement and any funding entities, (vi) not diminish the perpetual duration of this Easement or negatively affect the status or rights of the Grantee with regard to this Easement, and (vii) otherwise comply with all applicable Federal, State, and local laws and regulations. Amendments to make boundary line adjustments are permitted only in the case of technical errors made in the survey or legal description. Any approved amendment must be recorded in the appropriate local land use records and a copy of the recorded amendment must be provided to the Grantee within 30 days of recordation. Any

purported amendment that is recorded without the prior written approval of the Grantee will be null and void.

XV. EXTINGUISHMENT. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in the following subsection. Any removal of land from this Easement constitutes an extinguishment regardless of how such removal might be characterized.

- a. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interests subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided evenly between Grantor and Grantee.
- b. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than uses permitted by this Easement, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement; and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the uses and practices permitted by this Easement, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.
- c. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

16. ASSIGNMENT. The terms “Grantor” and “Grantee” as used herein shall include, without limitation, the successors and assigns of Grantor and the permitted assigns of Grantee, and the covenants, terms, conditions or restrictions of this Easement shall be binding upon and inure to the benefit of such successors and assigns and shall continue as a servitude running

in perpetuity with the Property. This Easement and all rights granted hereunder, including but not limited to Grantee's rights to monitor the Easement, are transferable only to another state governmental entity. Any and all transferees or assignees of the Grantee will be required to carry out in perpetuity the Purposes of this Easement and shall be responsible for the obligations, responsibilities and duties of Grantee. Any assignee of this Easement, its successors or assigns, shall have the same right to assign this Easement as provided to Grantee herein.

17. ONE PARCEL. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if the Property was acquired previously as separate parcels, it will be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement will apply to the Property as a whole.

18. GENERAL PROVISIONS.

- a. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.
- b. Taxes. Pursuant to *Utah Code § 59-2-1101(3)(a)(ii)(A)*, Grantor is exempt from the payment of all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.
- c. Maintenance. Each party shall bear sole responsibility for any cost or expense reasonably required for the maintenance of any structure, building, road, fence or other improvement or enhancement made to or existing on the Property by that party.
- d. Reversion. The Grantee acknowledges that the Property and this Easement were acquired with Federal funds under the Forest Legacy Program (See *Public Law 101-624; 104 Stat. 3359*) and that the interest acquired cannot be sold, exchanged, or otherwise disposed unless the United States is reimbursed the market value of the interest in land at the time of disposal. Provided, however, the Secretary may exercise discretion to consent to such sale, exchange, or disposition upon the State's tender of equal valued consideration acceptable to the Secretary.
- e. Indemnification. Grantor shall hold harmless, indemnify, and defend the Grantee and its officers, employees, agents, and contractors, its successors and assigns of

each of them (collectively “**Indemnified Parties**”) from and against all liabilities, penalties, fines, costs, losses, damages, expenses, causes of action, claims, demands, or judgments of any kind or nature arising from the past, present and future acts or omissions of the Grantor or its employees, agents, contractors, or lessees, (collectively “**Grantor et al.**”), including without limitation, reasonable attorney and expert fees, arising from or in any way connected with Grantor et al.’s use, occupancy, or operation on the Property which has already resulted or does hereafter result in: (1) violations of federal, state, and County laws and regulations that are now or may in the future become, applicable to the Property; (2) judgments, claims or demands of any kind against the Indemnified Parties unless due solely to the negligence or willful misconduct of any of the Indemnified Parties; (4) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence or willful misconduct of any of the Indemnified Parties; (5) the breach by Grantor et al. of any of its obligations set forth in this Easement; (6) the existence or administration of this Easement; and (7) the existence or release or threatened release off, on, into, or under the Property of any solid or hazardous waste(s), substance or other contaminants as they are now and may hereafter be defined under any local, state, and federal statute, law or regulation; (8) activities by which solid waste or hazardous substances or waste, as defined by federal or state laws are generated, released, stored, used or otherwise disposed of on the Property, and any cleanup response, remedial action or other actions related in any manner to said solid or hazardous substances or wastes; or (9) natural resource damages as defined by federal state law. Grantor’s obligations under this section shall not apply with respect to any such hazardous waste, substance or other contaminants released on the Property by Grantee or Grantee’s representatives or agents.

19. ENFORCEMENT AND REMEDIES.

- a. Notice of Violation. If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its condition before the violation occurred, or to a condition otherwise acceptable to Grantee, in accordance with a plan approved by Grantee.
- b. Remedies. If Grantor fails to cure the violation within thirty (30) days after receipt

of notice from Grantee, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement. Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including damages for the loss of scenic, aesthetic, environmental or resource values, and to require the restoration of the Property to the condition that existed prior to any such injury or to a condition otherwise acceptable to Grantee (regardless of whether the costs of restoration exceed the value of the Property). Without limiting Grantor's liability therefore, Grantee shall apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this paragraph. Furthermore, the provisions of *Utah Code § 57-18-1 to 57-19-7*, are incorporated into this Easement by reference, and this Easement includes all of the rights and remedies set forth therein.

- c. Costs of Enforcement. Grantor will reimburse the Grantee for all reasonable expenses incurred by the Grantee in enforcing the terms of this Easement against Grantor, or with respect to actions by third parties for whom Grantor is responsible, including but not limited to, reasonable attorneys' fees and any costs of restoration necessary to cure the violation. In addition, any costs of restoration will be borne by the Grantor if Grantor is determined to be responsible for damage to the Property. If Grantor prevails in any action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee.
- d. Emergency Enforcement. If the Grantee, in its sole discretion, reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values or to prevent breach or extinguishment of this Easement, the Grantee may pursue its remedies under this Easement without prior notice to Grantor and without waiting for the cure period to expire, provided however, Grantee will provide notice to Grantor at the earliest practicable time under the circumstances.
- e. Waiver of Right to Enforce. The failure of the Grantee to discover a violation or to

take action under this Easement will not be deemed or construed to be a waiver of the Grantee's rights under this Easement. In no event will any delay or omission by the Grantee in exercising any right or remedy constitute an impairment of or waiver of such right or remedy.

- f. Acts Beyond the Grantor's Control. Nothing contained in this Easement will be construed to entitle the Grantee to bring any action against Grantor for, or to require the Grantee or Grantor to actively restore destruction of or damage to the Conservation Values resulting from, any injury to or change in the Property resulting from causes beyond Grantor's control, including but not limited to trespass, fire, flood, storm, earth movement, or other natural disasters or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. This paragraph will not be construed to relieve the Grantor of the obligation to clean up garbage or materials dumped on the Property by third parties and the obligation to take action to prevent third party violations of this Easement, or to otherwise maintain the Property in a condition consistent with the purposes of this Easement.

20. NOTICES. Any notices required by this Easement shall be in writing and shall be served by any of the following means: (i) by delivery in person, in which case notice shall be deemed given upon delivery (or refusal of delivery), (ii) by certified U.S. mail, return receipt requested, postage prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit in the mail, or (iii) by reputable commercial courier service, charges prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit with the courier service. All notices shall be sent to the following addresses, or such other address as either party may hereafter specify by written notice to the other:

Grantor Contact

SUMMIT COUNTY
County Administration
Lands and Natural Resources Department
PO Box 128
Coalville, UT 84017
435-336-3200

Grantee Contact

STATE OF UTAH
Department of Natural Resources, Division
of Forestry, Fire & State Lands
1594 W North Temple St #3520,
Salt Lake City, UT 84116
801-538-5418

21. COMPLIANCE WITH APPLICABLE LAWS. Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property. Nothing herein shall be construed to allow Grantor to engage in any activity which is restricted or prohibited by law, restrictions or other

requirements applicable to the Property.

22. SEVERABILITY. If any provision of this Easement is found to be invalid, the remaining provisions shall not be altered thereby.

23. COUNTERPARTS. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all Parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

24. ENTIRE AGREEMENT. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the terms of this Easement.

25. GOVERNING LAW. This Easement will be interpreted in accordance with the laws of the State of Utah.

TO HAVE AND TO HOLD this Easement, together with all appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

[SIGNATURE PAGE TO FOLLOW]

GRANTOR

SUMMIT COUNTY

By: _____
Name: Shayne Scott
Title: County Manager
Email: sscott@summitcountyutah.gov

Approved as to form:

David L. Thomas
Chief Civil Deputy

State of Utah)
) ss
County of _____)

On this _____ day of _____, in the year 2025, before me _____, the undersigned notary public, personally appeared Shayne Scott, Summit County Manager, personally known to me to be the person who executed the within instrument.

Notary Public _____

GRANTOR:

SUMMIT COUNTY COUNCIL

By: _____

Name: Tonja B. Hanson

Title: Summit County Council Chair

Email: tbhanson@summitcountyutah.gov

Approved as to form:

David L. Thomas
Chief Civil Deputy

State of Utah)
) ss
County of _____)

On this _____ day of _____, in the year 2025, before me _____, the undersigned notary public, personally appeared Tonja B. Hanson, Summit County Council Chair, personally known to me to be the person who executed the within instrument.

Notary Public _____

STATE OF UTAH, by and through the Department of Natural Resources, Division of Forestry,
Fire & State Lands

Name: _____
Title: _____

Notary Public _____

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, EXHIBITS TO FOLLOW]

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

TOTAL ACRES: 8,587.70

SOURCE: AS RECORDED LEGAL DESCRIPTION FOR THE LAND. SUMMIT COUNTY AND MORGAN COUNTY TAX PARCEL METES & BOUNDS AND PUBLIC LAND SURVEY SYSTEM (PLSS)

PARCEL 1 (SUMMIT COUNTY TAX PARCEL NO. SS-5):

THE NORTH HALF OF THE SOUTH HALF AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE NORTH HALF AND LOTS 1 THRU 4, INCLUSIVE, OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT A POINT WHICH IS 528.81 FEET NORTH AND 1127.92 FEET EAST OF THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 200 FEET; THENCE EAST 200 FEET; THENCE SOUTH 200 FEET; THENCE WEST 200 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THE FOLLOWING:

A 2.50-ACRE PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE BEING A SALT LAKE COUNTY AND SUMMIT COUNTY LINE MONUMENT, SAID POINT LIES EAST 1371.41 FEET AND NORTH 591.44 FEET FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY NORTH 49°46'45" WEST 56.96 FEET MORE OR LESS TO THE EAST LINE OF THAT CERTAIN PARCEL CONVEYED TO THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 110768; THENCE ALONG THE EAST AND NORTH LINES OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 100.59 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID PARCEL AND 2) WEST 118.95 FEET MORE OR LESS TO SAID COMMON LINE; THENCE ALONG SAID COMMON LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 49°46'45" WEST 151.93 FEET TO A BRASS CAP IN CONCRETE DELINEATING SAID COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY AND 2) NORTH 27°04'40" WEST 383.87 FEET TO A BRASS

CAP IN CONCRETE DELINEATING SAID COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY; THENCE NORTH 62°55'20" EAST 120.00 FEET; THENCE SOUTH 27°04'40" EAST 359.78 FEET; THENCE SOUTH 49°46'45" EAST 83.90 FEET; THENCE EAST 149.26 FEET; THENCE SOUTH 45°00'00" EAST 100.05 FEET; THENCE SOUTH 274.43 FEET TO SAID COMMON LINE; THENCE NORTH 49°08'30" WEST ALONG SAID COMMON LINE 134.21 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 2 (SUMMIT COUNTY TAX PARCEL NO. SS-5-A):

THE SOUTH HALF OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THE FOLLOWING: A 2.50-ACRE PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A BRASS CAP IN CONCRETE BEING A SALT LAKE COUNTY AND SUMMIT COUNTY LINE MONUMENT, SAID POINT LIES EAST 1371.41 FEET AND NORTH 591.44 FEET FROM THE SOUTHWEST CORNER OF SECTION 4, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY NORTH 49°46'45" WEST 56.96 FEET MORE OR LESS TO THE EAST LINE OF THAT CERTAIN PARCEL CONVEYED TO THE MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, RECORDED IN THE OFFICE OF THE SUMMIT COUNTY RECORDER AS ENTRY NO. 110768; THENCE ALONG THE EAST AND NORTH LINES OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 100.59 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID PARCEL AND 2) WEST 118.95 FEET MORE OR LESS TO SAID COMMON LINE; THENCE ALONG SAID COMMON LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: NORTH 49°46'45" WEST 151.93 FEET TO A BRASS CAP IN CONCRETE DELINEATING SAID COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY AND 2) NORTH 27°04'40" WEST 383.87 FEET TO A BRASS CAP IN CONCRETE DELINEATING SAID COMMON LINE OF SALT LAKE COUNTY AND SUMMIT COUNTY; THENCE NORTH 62°55'20" EAST 120.00 FEET; THENCE SOUTH 27°04'40" EAST 359.78 FEET; THENCE SOUTH 49°46'45" EAST 83.90 FEET; THENCE EAST 149.26 FEET; THENCE SOUTH 45°00'00" EAST 100.05 FEET; THENCE SOUTH 274.43 FEET TO SAID COMMON LINE; THENCE NORTH 49°08'30" WEST ALONG SAID COMMON LINE 134.21 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 3 (SUMMIT COUNTY TAX PARCEL NO. SS-129):

ALL OF SECTION 32, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY PORTION LYING WITHIN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 4 (SUMMIT COUNTY TAX PARCEL NO. SS-7):

ALL OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 5 (SUMMIT COUNTY TAX PARCEL NO. SS-130):

ALL OF SECTION 33, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 6 (SUMMIT COUNTY TAX PARCEL NO. SS-131):

ALL OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, UTAH.

PARCEL 7 (SUMMIT COUNTY TAX PARCEL NO. SS-4-D):

BEGINNING AT A POINT APPROXIMATELY 1827.36 FEET WEST FROM THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN (SAID POINT BEING 11400 FEET, MORE OR LESS, ALONG SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN), AND RUNNING THENCE SOUTH 20°00' WEST 600 FEET, MORE OR LESS, TO THE RIDGE LINE OF MILL HOLLOW; THENCE SOUTHWESTERLY ALONG SAID RIDGE LINE 4800 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SECTION 3 (SAID POINT BEING NORTH 1000 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SAID SECTION 3); THENCE NORTH 00°02' WEST ALONG THE WEST SECTION LINE TO THE NORTHWEST CORNER OF SAID SECTION 3; THENCE EASTERLY ALONG THE NORTH SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 8 (SUMMIT COUNTY TAX PARCEL NO. SS-3-C):

BEGINNING AT THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°15'10" EAST ALONG THE NORTH LINE OF SAID SECTION 1919.45 FEET; THENCE SOUTH 63°00'00" WEST 793.43 FEET; THENCE NORTH 86°44'00" WEST 310.00 FEET; THENCE NORTH 71°05'00" WEST 1264.83 FEET; THENCE SOUTH 88°15'10" EAST 294.54 FEET TO THE POINT OF BEGINNING.

PARCEL 9 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-14):

ALL OF SECTION 29, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY PORTION LYING WITHIN SALT LAKE COUNTY, STATE OF UTAH.

PARCEL 10 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-4):

ALL OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 11 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-13):

ALL OF SECTION 27, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 12 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-12):

ALL OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 13 (SUMMIT COUNTY TAX PARCEL NO. SS-134):

ALL OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 14 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-9):

THAT PORTION OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LYING SOUTH OF THE NORTH HALF OF THE NORTH HALF OF SAID SECTION.

LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 15 (SUMMIT COUNTY TAX PARCEL NO. SS-133-A):

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 16 (SUMMIT COUNTY TAX PARCEL NO. SS-133):

THE WEST HALF OF THE WEST HALF OF SECTION 35, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 17 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-1):

THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 18 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-10):

ALL OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 19 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-6):

ALL OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 20 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-3):

ALL OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 21 (SUMMIT COUNTY TAX PARCEL NO. SS-BDY-5):

ALL OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING ANY PORTION LYING WITHIN MORGAN COUNTY, STATE OF UTAH.

PARCEL 22 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0362):

SOUTHEAST 1/4, EAST 1/2 OF THE SOUTHWEST 1/4, SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 23 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0370):

BEGINNING AT A POINT ON SOUTH BOUNDARY OF SECTION 15; 285 FEET NORTH 89°23' EAST FROM SOUTH 1/4 CORNER OF SAID SECTION 15; THENCE ALONG RIDGE SEP DRAINAGE DRY HALLOW & EAST CANYON CREEK NORTH 19°50' WEST 2457 FEET; THENCE ALONG RIDGE SEP DRAINAGE DRY HOLLOW & LITTLE EMIGRATION CREEK; NORTH 30°52' WEST 1477 FEET; THENCE ALONG SAID LATTER RIDGE NORTH 32°54' WEST 1798 FEET; THENCE ALONG LATTER RIDGE SOUTH 76°10' WEST 1778 FEET; THENCE ALONG LATTER RIDGE SOUTH 62°8' WEST 3839 FEET; THENCE ALONG LATTER RIDGE SOUTH 61°32' WEST 3598 FEET MORE/LESS TO INTERSECT OF LATTER RIDGE WITH WEST BOUNDARY OF SOUTHEAST 1/4 OF SECTION 17; THENCE ALONG SAID WEST BOUNDARY SOUTH 1154 FEET MORE/LESS TO SOUTH 1/4 CORER OF SECTION 17, THENCE SOUTH 89°33' EAST 2659 FEET MORE/LESS TO CORNER OF SECTION 16, 17, 20, & 21; THENCE ALONG WEST BOUNDARY OF SECTION 16 NORTH 2640 FEET MORE/LESS TO WEST 1/4 CORNER OF SECTION 16, THENCE ALONG CENTER

LINE OF SECTION 16 NORTH 89°26' EAST 5240 FEET MORE/LESS TO EAST 1/4 CORNER OF SECTION 16; THENCE ALONG EAST BOUNDARY SECTION 16, SOUTH 2640 FEET MORE/LESS TO CORNER SECTION 15, 16, 21 & 22 THENCE ALONG SOUTH BOUNDARY SECTION 15, NORTH 89°23' EAST 2952 FEET MORE/LESS TO POINT OF BEGINNING.

LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 24 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0388):

THE SOUTH 1/2 OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 25 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0453):

THE EAST 1/2 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING SOUTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

ALSO LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 26 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0479):

ALL OF SECTION 21, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

PARCEL 27 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0487):

ALL OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF UTAH.

ALSO LESS AND EXCEPTING: A TRACT OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING ALONG THE NORTH LINE OF SAID SECTION 22 OF SOUTH 89°23'00" WEST, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°23'38" WEST 1655.42 FEET ALONG THE SECTION LINE, SOUTH 342.70 FEET AND SOUTH 89°23'00" WEST 918.20 FEET FROM THE NORTHEAST CORNER OF SECTION 22, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 13°08'00" WEST 443.62 FEET; THENCE NORTH 89°23'00" EAST 203.83 FEET, MORE

OR LESS TO THE CENTER OF EAST CANYON CREEK; THE NEXT (8) COURSES ARE ALONG THE CENTER OF EAST CANYON CREEK, THENCE NORTH 08°25'45" WEST 133.11 FEET; THENCE NORTH 22°40'34" EAST 76.30 FEET; THENCE NORTH 88°20'12" EAST 62.47 FEET; THENCE NORTH 62°41'53" EAST 82.41 FEET; THENCE NORTH 21°48'36" EAST 125.70 FEET; THENCE SOUTH 88°51'32" EAST 51.52 FEET; THENCE NORTH 43°22'57" EAST 53.63 FEET; THENCE NORTH 82°17'39" EAST 61.58 FEET; THENCE NORTH 30.00 FEET; THENCE SOUTH 89°23'00" WEST 444.70 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING: A 145.0 FOOT WIDE STRIP OF PROPERTY OVER SECTIONS 22 AND 23 OF TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 22, AT A POINT SOUTH 89°23'00" WEST 781.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 89°23'00" WEST 161.40 FEET ALONG SAID NORTH LINE OF SECTION 22 THENCE SOUTH 26°40'00" EAST 129.33 FEET; THENCE SOUTH 29°30'00" EAST 543.81 FEET; THENCE SOUTH 31°35'00" EAST 229.57 FEET; THENCE SOUTH 45°20'00" EAST 172.45 FEET; THENCE SOUTH 38°00'00" EAST 84.94 FEET; THENCE SOUTH 31°45'00" EAST 278.16 FEET; THENCE SOUTH 41°40'00" EAST 301.60 FEET; THENCE SOUTH 30°00'00" EAST 275.74 FEET; THENCE SOUTH 25°00'00" EAST 477.64 FEET; THENCE SOUTH 17°00'00" EAST 318.71 FEET; THENCE SOUTH 27°00'00" EAST 174.26 FEET; THENCE SOUTH 21°00'00" EAST 71.62 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION 23, THENCE SOUTH 89°40'30" EAST 152.29 FEET; THENCE NORTH 21°00'00" WEST 133.60 FEET; THENCE NORTH 27°00'00" WEST 168.83 FEET; THENCE NORTH 17°00'00" WEST 319.73 FEET; THENCE NORTH 25°00'00" WEST 496.19 FEET; THENCE NORTH 30°00'00" WEST 293.41 FEET; THENCE NORTH 41°40'00" WEST 326.47 FEET; THENCE NORTH 31°45'00" WEST 267.93 FEET; THENCE NORTH 38°00'00" WEST 31.61 FEET; THENCE NORTH 45°20'00" WEST 171.11 FEET; THENCE NORTH 31°35'00" WEST 256.33 FEET; THENCE NORTH 29°30'00" WEST 536.09 FEET; THENCE NORTH 26°40'00" WEST 54.92 FEET TO THE POINT OF BEGINNING.

PARCEL 28 (MORGAN COUNTY TAX PARCEL NO. 00-0000-0529):

THE NORTH 1/2 OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING: A 145.0 FOOT WIDE STRIP OF PROPERTY OVER SECTIONS 22 AND 23 OF TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARY OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 22, AT A POINT SOUTH 89°23'00" WEST 781.67 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 22 AND RUNNING THENCE SOUTH 89°23'00" WEST 161.40 FEET ALONG

SAID NORTH LINE OF SECTION 22 THENCE SOUTH 26°40'00" EAST 129.33 FEET;
THENCE SOUTH 29°30'00" EAST 543.81 FEET; THENCE SOUTH 31°35'00" EAST
229.57 FEET; THENCE SOUTH 45°20'00" EAST 172.45 FEET; THENCE SOUTH
38°00'00" EAST 84.94 FEET; THENCE SOUTH 31°45'00" EAST 278.16 FEET; THENCE
SOUTH 41°40'00" EAST 301.60 FEET; THENCE SOUTH 30°00'00" EAST 275.74 FEET;
THENCE SOUTH 25°00'00" EAST 477.64 FEET; THENCE SOUTH 17°00'00" EAST
318.71 FEET; THENCE SOUTH 27°00'00" EAST 174.26 FEET; THENCE SOUTH
21°00'00" EAST 71.62 FEET TO THE EAST-WEST CENTERLINE OF SAID SECTION
23, THENCE SOUTH 89°40'30" EAST 152.29 FEET; THENCE NORTH 21°00'00" WEST
133.60 FEET; THENCE NORTH 27°00'00" WEST 168.83 FEET; THENCE NORTH
17°00'00" WEST 319.73 FEET; THENCE NORTH 25°00'00" WEST 496.19 FEET;
THENCE NORTH 30°00'00" WEST 293.41 FEET; THENCE NORTH 41°40'00" WEST
326.47 FEET; THENCE NORTH 31°45'00" WEST 267.93 FEET; THENCE NORTH
38°00'00" WEST 31.61 FEET; THENCE NORTH 45°20'00" WEST 171.11 FEET;
THENCE NORTH 31°35'00" WEST 256.33 FEET; THENCE NORTH 29°30'00" WEST
536.09 FEET; THENCE NORTH 26°40'00" WEST 54.92 FEET TO THE POINT OF
BEGINNING.

PARCEL 29 (MORGAN COUNTY TAX PARCEL NO. 00-0005-0912):

ALL OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 3 EAST, SALT LAKE BASE
AND MERIDIAN. LESS THAT PORTION LYING IN SUMMIT COUNTY, STATE OF
UTAH.

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EXHIBIT B **PROPERTY MAP – TAX PARCEL NUMBERS**

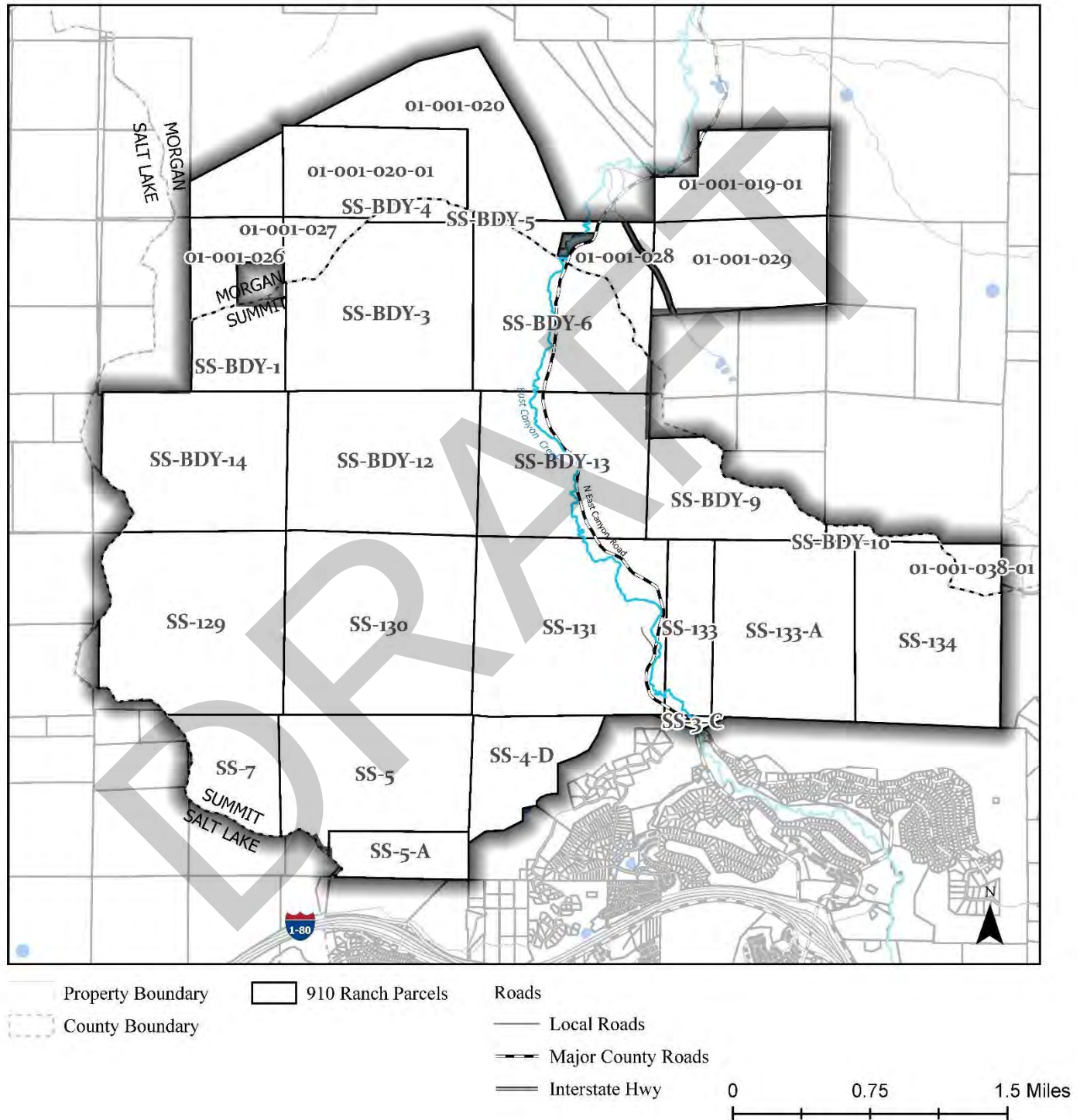


EXHIBIT C
WATER RIGHTS

Water Rights: Water Right No. 35-9565 (E3020) associated with Weber Basin Water Conservancy District Contract No. 5062 for one (1) acre foot of water.

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EXHIBIT D
SIGNED ACKNOWLEDGMENT OF BASELINE DOCUMENTATION REPORT

DRAFT

ACKNOWLEDGEMENT OF PROPERTY CONDITION

The undersigned accept and acknowledge that this Baseline Documentation Report is an accurate representation of the property at the time the conservation easement was transferred to the grantee.

LANDOWNER GRANTOR(S)

Signature: _____ Date: _____
TONJA HANSON, Council Chair
Summit County, Utah

Signature: _____ Date: _____
SHAYNE SCOTT, County Manager
Summit County, Utah

Approve as to form:

Signature: _____ Date: _____
DAVID L. THOMAS, Chief Civil Deputy Attorney
Summit County, Utah

EASEMENT GRANTEE(S)

Signature: _____ Date: _____
JAMIE BARNES, Director/State Forester
Utah Department of Natural Resources, Division of Forestry, Fire & State Lands

PREPARERS CERTIFICATION AND QUALIFICATIONS

This statement certifies that I, Travis Taylor, prepared this 910 Cattle Ranch-Wasatch Back Forest Conservation Project Forest Legacy Baseline Documentation Report, in collaboration with Summit County Lands and Natural Resources Department, through site visits to the Property, field and desktop research, review of publicly accessible data and personal interviews. Photographs in this report were taken on the dates specified by BIO-WEST, Summit County staff, and others listed in the Baseline Documentation Report.

Signature: Travis A. Taylor Date: 02/07/2025
TRAVIS TAYLOR, Ecologist
Bio-West Inc

EXHIBIT E
FOREST STEWARDSHIP PLAN

DRAFT

910 RANCH FOREST STEWARDSHIP PLAN



Summit County Lands & Natural Resources
60 N Main St.
P.O. Box 128
Coalville, Utah 84017
435-336-3200

sscott@summitcountyutah.gov



Prepared by:

PJ Abraham, NE Area Forester
Department of Natural Resources
Division of Forestry, Fire & State Lands
2210 S. Hwy. 40 Ste. B
Heber City, UT 84032
(435) 671-3326
pjabraham@utah.gov

We have reviewed this plan, which has been prepared at our request to guide our stewardship management activities, and we will apply them on our Property to the best of our abilities.

Shayne Scott, Summit County Manager

Date

This plan meets the criteria for Forest Stewardship Plans established by the USDA Forest Service's Forest Stewardship Program.

Forest Stewardship Program Manager

Date

Approved By:

Area Manager

Date

Forestry Operations Manager

Date

Table of Contents

Contents

General Property Description	4
Landowner Objectives/Desired Future Condition	9
Division's Purpose	10
Plan Elements Description and Assessment	10
Soil and Water.....	10
Soils:	10
Streams:.....	13
Springs:	13
Waterbodies:	13
Biological Diversity	13
Range	14
Agroforestry	17
Aesthetic Quality and Desired Timber Species	17
Recreation	18
Wood and Fiber Production.....	18
Fish and Wildlife.....	23
Endangered Plant and Animal Species	25
Forest Health and Invasive Species	25
Forest Health:.....	25
Invasive Species.....	26
Conservation-based Estate Planning/Legacy Planning Information.....	26
Archaeological, Cultural and Historic Sites.....	27
Wetlands	27
Fire	28
Carbon Sequestration and Climate Resilience.....	28
Recommendations and Implementation Schedule	29

APPENDIX A:.....	33
Glossary of Terms and Definitions	33
APPENDIX B:.....	37
Soil Descriptions	37
APPENDIX C:.....	38
Letter from Cooperators.....	38
APPENDIX D:.....	41
Forest Water Quality Guidelines	41

DRAFT

General Property Description

This Forest Stewardship Plan (FSP) guides natural resource management activities and provides the general, broad-level management direction for the 910 Ranch Property (“910 Ranch”, “910 Cattle Ranch”, or the “Property”).

The 910 Ranch is located in Park City, Utah adjacent to Interstate 80 on the north side, from Parley’s Summit to the entrance at NE Canyon Road. Access to the Property is currently obtained by exiting Jeremy Ranch off Interstate 80 (Exit 141), following signs indicating Jeremy Road to where the pavement ends at the “cattle guard”, which then turns into East Canyon Road and is the Property boundary line.

In 2025, Summit County secured ownership of the formerly privately held 8,588-acre property known as 910 Ranch. The acquisition was made possible through a combination of funding sources, including a \$15 million general obligation open space bond issued by Summit County in 2021 and a \$40 million grant awarded under the Inflation Reduction Act (IRA) via the U.S. Forest Service’s Forest Legacy Program. This program is administered by the Utah Department of Natural Resources, Division of Forestry, Fire & State Lands (FFSL).

Summit County intends to manage the property under a FFSL-held conservation easement to support the long-term preservation of wildlife habitat, the protection and stewardship of a significant wildland ecosystem, and the promotion of public recreation, agricultural use, and opportunities for education and scientific research.

910 Ranch covers 8,588 acres of land, located within the East Canyon Creek (HUC 1602010201) watershed. Approximately 1,686 acres or 20% of the Property resides in Morgan County and the remaining acres are located in Summit County.

The Property exhibits considerable ecological and topographic diversity, with elevations ranging from approximately 6,200 feet in the lower reaches to 7,800 feet along the upper ridgelines. Forest cover is composed of a mosaic of native species, including quaking aspen (*Populus tremuloides*), Gambel oak (*Quercus gambelii*), bigtooth maple (*Acer grandidentatum*), white fir (*Abies concolor*), Douglas-fir (*Pseudotsuga menziesii*), and subalpine fir (*Abies lasiocarpa*). Expansive sagebrush and native grass meadows are interspersed throughout the property, contributing to its ecological complexity.

The landscape is further enriched by numerous small streams, many of which feed into historic or active beaver ponds. East Canyon Creek functions as the primary hydrological drainage for the area.

Given the dominance of aspen and maple in the forest canopy, the understory vegetation is relatively uniform and characterized by a diverse array of native species, including snowberry,

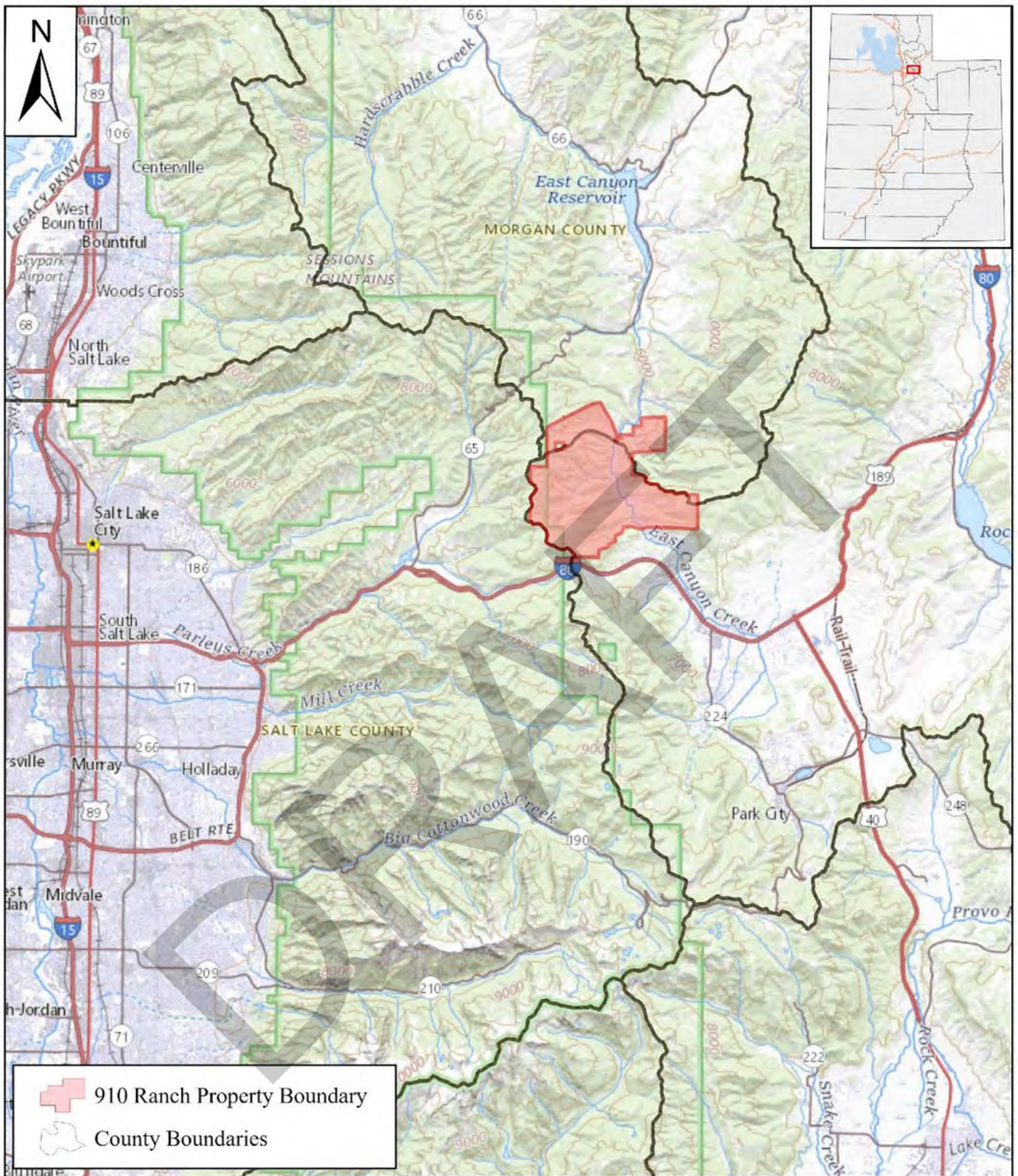
serviceberry, chokecherry, geranium, mule's ear, meadow-rue, bluebell, false Solomon's seal, yarrow, field mint, goldenrod, and coneflower.

The property also supports a wide range of soil types. For a comprehensive listing and detailed descriptions of soil classifications, topography, and mapping data, refer to Appendix B of this document.

Noxious weeds have been identified on the property, primarily concentrated in drainage areas and along transportation corridors.

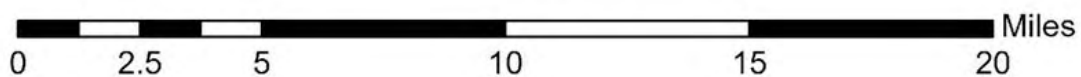


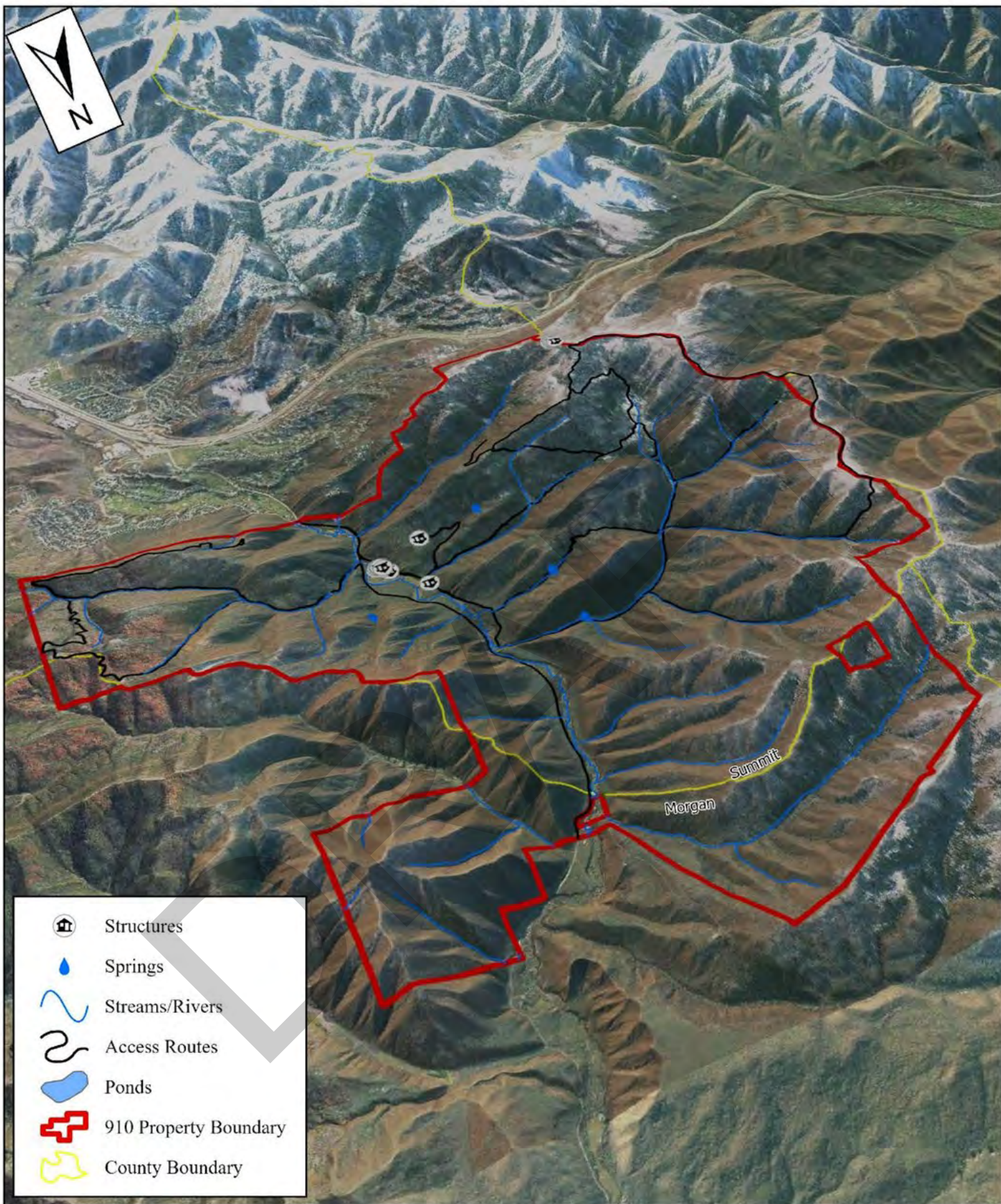
Overlooking Big Bear Hollow drainage towards East Canyon Creek



910 Ranch Property Overview

Scale: 1:250,000

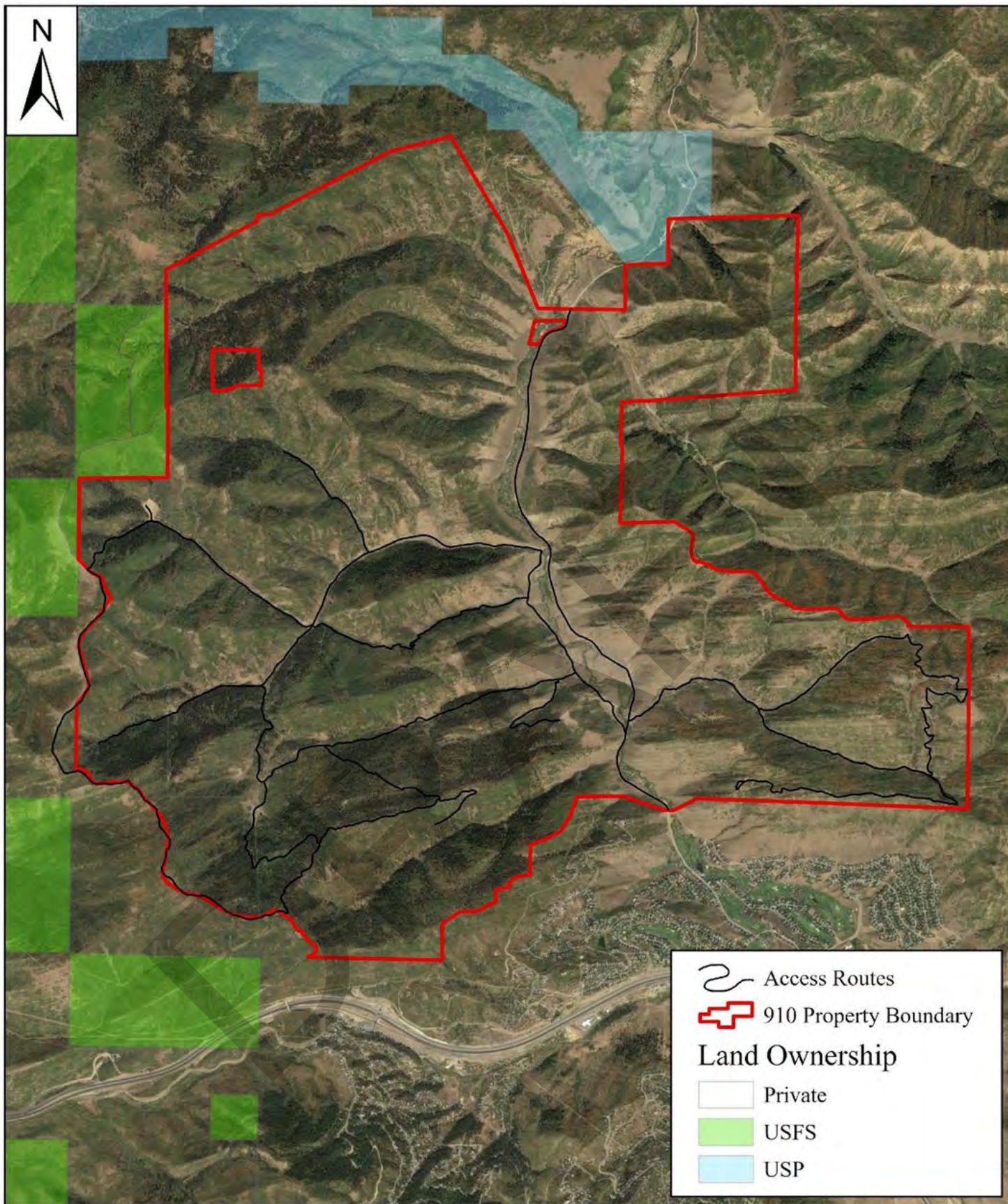




910 Ranch Property Detailed

Scale: 1:33,000





910 Ranch Land Ownership

Scale: 1:47,000

0 0.5 1 2 3 4 Miles



Landowner Objectives/Desired Future Condition

910 Ranch has been primarily used for ranching which may continue with an added public benefit of recreational use. Therefore, the overarching Landowner/Summit County objectives are to practice long-term stewardship, utilizing the principles of ecosystem-based, multiple-use management, and protection of the natural resources on the Property through adaptive management. Development of practical, scientifically sound methods, will guide the implementation of treatments, recommended in this FSP.

Primary concerns regarding forest health and conservation values, has led to the interest and development of a FSP. The recommendations in this plan will lead to desirable future outcomes.

More specifically, long-term resource management objectives include:

- Manage forest resources in the best interest of forest health, which should minimize losses associated with injurious insects and diseases. Detection and monitoring will be key components in minimizing forest pest impacts.
- Reduce potential of high intensity/severity catastrophic wildfire risk by reduction of fuels in overstocked conifer stands and along roads, structures, and ridgelines.
- Optimize timber stand improvement in aspen stands by promoting aspen regeneration.
- Maintain or enhance wildlife use by a variety of big games species.
- Maintain favorable aesthetics, by means of preventing large scale tree mortality.
- Maintain, improve and utilize range resources, for long-term forage production and wildlife habitat.
- Actively manage to reduce and control/spread of noxious weeds, found throughout the Property.
- Increase water quantity/quality within riparian corridors and reduce impacts of erosion and sediment transport downstream.
- Create, maintain and adhere to the Deed of Conservation Easement parameters.
- Provide educational, research and public recreational opportunities.

Division's Purpose

The purpose of Forestry, Fire & State Lands (FFSL) or the "Division" Forest Stewardship Program is to encourage long-term stewardship of non-industrial private forestlands, by assisting private landowners with the active management of their forest and natural resources. The recommended management activities, during a 10-year planning period, should help private forestlands move toward a future desired condition.

The Division receives funding to construct this FSP from the United States Forest Service-State and Private Forestry Program. As a requirement for receiving this funding, the plan name and the shapefile of the Property boundary of this FSP will be submitted to the United States Forest Service-State and Private Forestry Forest Stewardship Program, and will be placed in their SMART (Stewardship Mapping and Reporting Tool) database.

This FSP supports the goals and objectives outlined in the 2020 *Utah Forest Action Plan*, which are: 1) Restore resilient forests, 2) Reduce wildfire risk to communities and water resources, and 3) Increase landscape-scale forest restoration. The Property is located in a High Priority Area.

The Division receives federal aid and prohibits discrimination on the basis of race, color, sex, age, national origin or disability. For information or complaints regarding discrimination, contact Executive Director, Utah Department of Natural Resources, P.O. Box 145610, Salt Lake City, UT 84114-5610 or Equal Employment Opportunity Commission, 1801 L Street, NW, Washington DC 20507-0001.

Plan Elements Description and Assessment

Soil and Water

Soils:

Please refer to Appendix B for a soils report developed from the Natural Resource Conservation Service (NRCS) web-soil survey.

Thirteen soil types exist on the Property. The soil report in Appendix B covers important information about basic description, name of soil types, and more specific assessments based on landowner objects concerning erosion, fire damage susceptibility, and range production. Web-soil survey provides many other assessments depending on Landowner needs. FFSL Area Forester can help in navigating the website to obtain future assessments.

Ninety-five percent of the soils experience moderate erosion hazards for off-road, off-trail sites where soils will be exposed with removal or disturbance of vegetation. Site-specific planning will need to occur before stand treatments are undertaken.

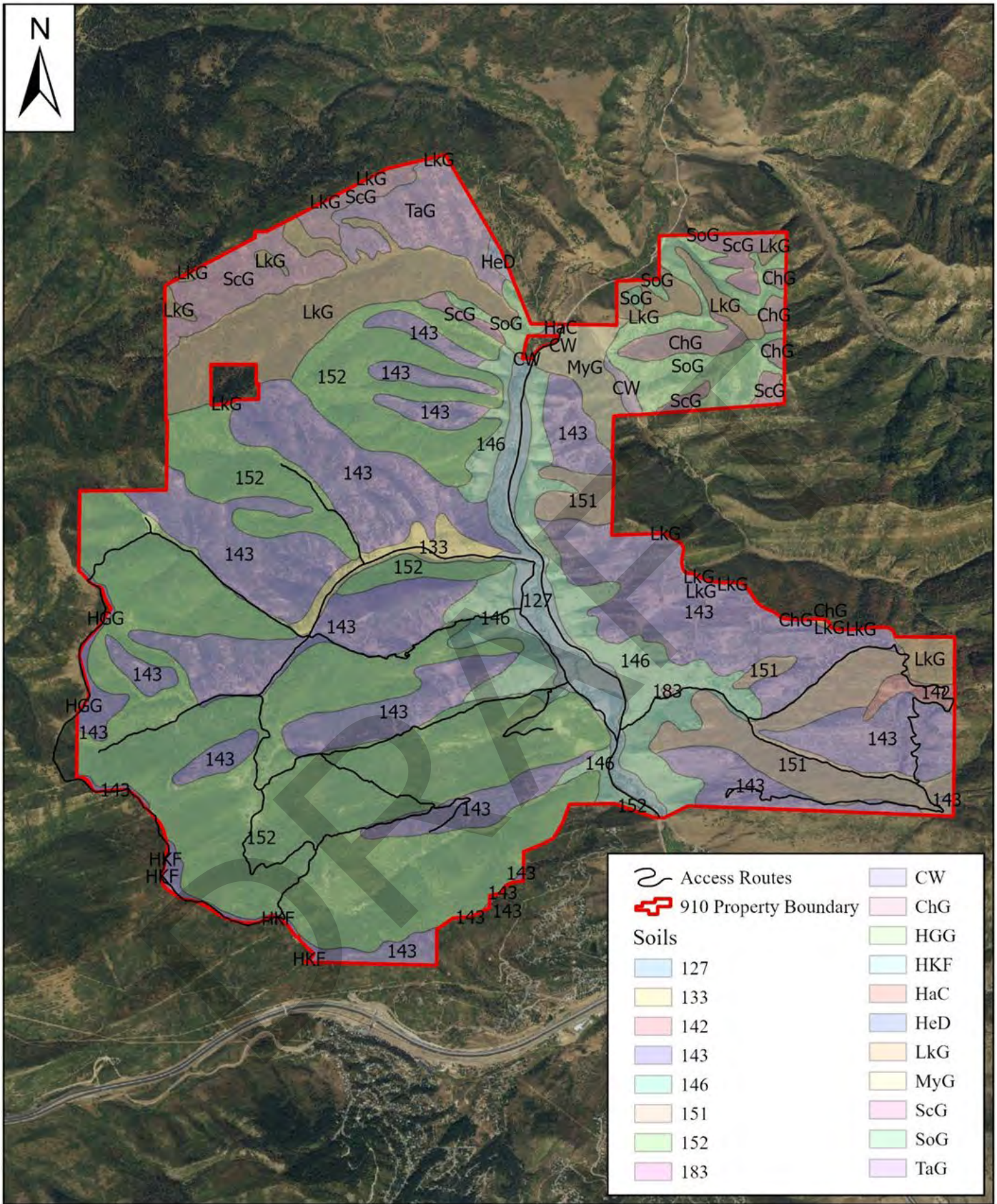
The prolific soil types: Horrocks-Agasiz (143), and Lucky Star-Dromedary (152) produce anywhere between 670 to 1,400 pounds of forage per acre per year, when there is normal precipitation amounts.

Ninety-six percent of soils are highly susceptible to fire damage. The susceptibility to fire damage ratings represent the relative risk of creating a water repellent layer, volatilization of essential soil nutrients, destruction of soil biological activity, and vulnerability to water and wind erosion prior to reestablishing adequate watershed cover on the burned site. Highly susceptible indicates that the soil has one or more features that are very favorable for soil damage by fire.

Soils represent one of the most important resources in any forest community. Without soils, timber, vegetation, wildlife and the ecosystem itself cannot exist. Soil protection with regard to human activities is paramount in importance. Practices that are recommended in the Forest Stewardship Plan should always be conducted using *Utah's Forest Water Quality Guidelines* along with NRCS Web Soil Survey (<http://websoilsurvey.nrcs.usda.gov/app/HomePage.htm>).

The biggest threats to soils are human activities. Losses of soil resources could be attributed to several activities, such as the incorrect removal of forest products, road building in unsuitable areas, and construction can dramatically speed water erosion, creating need for costly repairs. Resource professionals should be consulted whenever there is a threat of potential soil loss due to human activity. Foresters, civil engineers, range conservationists and many others should be allowed to comment whenever a management activity is likely to impact the soil resource. It is always better to expend additional effort in seeking out sound advice than to mitigate a management activity, which has caused resource damage.

For more detail description of the soils on the Property, consult the NRCS Ogden, UT office at (801) 629-0575.



Streams:

The 910 Ranch includes 5 miles of East Canyon Creek, a federally listed impaired waterway (2000, 303(d) of Clean Water Act). The creek is critically important for sustaining cold-water native fisheries.

The *Utah Forest Water Quality Guidelines* classifies East Canyon Creek and Big Bear Hollow as a Class I stream, as these creeks contribute to fisheries. Ephemeral streams located within major water corridors consist of Dry Hollow, Deer Hollow, Wood Hollow, Mill Hollow and Porcupine Creek, as they contribute significant flow to downstream fisheries mainly in the form of spring runoff. East Canyon Creek, which is the main watershed, flows into East Canyon Reservoir. East Canyon Creek is approved for Total Maximum Daily Loads (TMDLs) for some parameters. The parameters identified are for phosphorus, total dissolved solids, and temperature.

Riparian vegetation along streams provides necessary cover and shade that support Bonneville cutthroat trout habitat. This is important, even though streams need some sunlight for production. Keeping riparian zones healthy is of primary concern for the health of the overall ecosystem and most of the associated wildlife. Riparian areas should be left undisturbed as much as possible. Planting willows and cottonwood trees along the stream corridor will help with stabilizing the stream bank, reduce sediment and erosion, provide shade and aid in water nutrients for fish microbial activity, and beaver. Installing beaver dam analogs (BDAs) act as natural filters, catching sediment and improving water quality/quantity for both human water use (irrigation and municipal) as well as wildlife and livestock, while promoting increased habitat for beaver use.

Springs:

Several springs are located on the Property. It is encouraged to improve some of these springs to increase the water flow rate and to provide a water source for wildlife and livestock. Some of these springs would likely be beneficial in supplying water to stock water pipelines and troughs which will be discussed further in the range section.

Waterbodies:

Several man-made and natural ponds exist on the Property. They are either fed through springs or by streams. Some of the biggest ponds are located in Porcupine Creek, Wood Hollow and North Fork Big Bear Hollow.

During summer months, water levels drop and some ponds completely dry out. Therefore, these ponds do not provide habitat for fish.

Biological Diversity

Biological diversity is often understood at three levels, which are species, genetic and ecosystem diversity. The most relevant diversity for this Property is species diversity of plants and animals.

Among all of the coniferous and deciduous overstory trees that can be found within the geographic area, this Property experiences seven out of ten species. Those species are; quaking aspen, subalpine fir, white fir, Douglas-fir, juniper, Gambel oak, and bigtooth maple. Additional species which could be established are blue spruce, narrowleaf cottonwood, and ponderosa pine. Some of these species are more favorable than others. If you are interested in planting seedlings to increase plant diversity, please contact FFSL's Northeast Area Forester.

Understory plant diversity is determined by three different types, which are shrub, grasses and forbs. The shrub component seems well diverse. Chokecherry, elderberry, serviceberry, wild rose, mountain big sagebrush, rabbit brush, and snowberry, were all observed. Grasses and forbs seemed to be in good condition, especially in favorable years where precipitation is higher than normal. Grasses and forbs can be heavily influenced by cattle grazing and its timing, duration and number.

Animal diversity for this area is considered good. There are good populations of elk, deer, moose, coyote, mountain lion, badger, ground squirrels, turkeys, forest grouse, numerous types of raptors, various song birds, reptiles, and amphibians.

For any species, the suitability of a given habitat depends largely on the availability of adequate food, water and cover. However, each species is unique in the combination of habitat requirements necessary for its survival. Vegetation composition, stage and structure should be viewed in the context of the landscape, with considerations provided for processes, functions and relationships that exist.

Range

Drinking water for wildlife and livestock exist on the Property in the form of numerous ponds and streams shown on the Property detailed map. However, some of these water sources dry out over the summer months or are located in drainage bottoms. The Landowner has the opportunity to work with the Natural Resource Conservation Service (NRCS), an/or Grazing Improvement Program (GIP) to apply for cost-share programs to install a series of pipelines and water trough stations on the east and west ends of the Property. Creating water sources in drainages that have no too little water will distribute livestock range and better utilize range resources encouraging the cattle to venture into the steeper portions of the Property out of drainage bottoms where there are more forage opportunities. Currently, the Landowner utilizes anywhere from 100-250 pair cattle during the grazing season. Depending on the type of winter, and precipitation amounts received, the cattle numbers will vary yearly with forage production. A full-time cattle herder manages the cattle to ensure operations run smoothly and little to no overgrazing occurs.

Grazing within the Property boundary should be based on the following principles:

Time - Refers to the amount of time that animals are in the pasture (i.e. 3 days, 2 weeks, 6 months, etc.). In general, the shorter the amount of time a pasture is grazed, the more time the

plants have to recover from grazing which will result in an increase in forage quality and quantity.

Timing - Refers to the season of year the pasture is grazed. Different strategies are used during different stages in the plant's life cycle. For example, rest periods should be short during times of rapid growth (spring) and long during times of slower growth (late summer). On rangeland, plants usually do not require rest to recover from being grazed while the plants are dormant (fall) until the following growing season.

Amount - Refers to the amount of forage removed by the grazing animal, usually expressed as a percentage. A general rule of thumb is 50% with some exceptions. During periods of active growth, enough plant material must remain after grazing to continue to capture sunlight so that rapid growth and recovery can occur. During plant dormancy, enough residual must be left on the ground so that accelerated soil erosion will not occur and will provide forage values for wildlife.

Overgrazing - Can refer to either (a) too much forage removed, or (b) too much time spent on the pasture. The goal of a grazing management system should be to prevent grazed plants from being grazed again before they have recovered. Grazing plants again before they have recovered (too much time) is considered overgrazing.

Forage typically accounts for more than half the cost of producing livestock and provides most of the animal's nutrition. Thus, it has a major influence on a ranch' expenses and income. Forage is the crop; animals are the harvesters or consumers. **Efficient forage production and utilization are essential to a profitable operation.**

It is important to know forage options, animal nutritional needs, and establishment requirements. Forages vary as to adaptation, growth distribution, quality, yield, and potential use. Also, various types and classes of animals have different nutritional needs. The ability to make good grazing decisions depend on knowing forage options for the land resources and the nutritional needs of animals.

Forage quality has a direct relationship with high animal gain, milk production, and reproductive efficiency. Producing high-quality forage means knowing what affects forage quality and then using appropriate management. Matching forage quality to animal nutritional needs greatly increases efficiency. Forage quality varies greatly over the grazing season with the highest quality typically occurring from early spring to early summer (~2-month period).

Although it is not currently a problem on the 910 Ranch Property, pests and plant-related disorders should be prevented or minimized if they occur. Diseases, insects, nematodes, and weeds lower yields and reduce forage quality and palatability. These can also steal water, nutrients, light, and space from forage plants. Variety selection, cultural practices, scouting,

pesticides, and other management techniques can minimize problems with pests. Knowing what animal disorders plants cause can help avoid those problems.

Fencing was installed in the past, but currently the landowner is working to have all the old and non-operational fences removed. It's recommended the Landowner coordinate with GIP or NRCS to create a grazing management plan. As a result of the plan, some interior fences may be suggested to protect riparian, springs and other infrastructure that cattle could potentially harm or damage.

Some of the areas on the 910 Ranch consist of sagebrush ecological types that have an overabundance of sagebrush canopy cover. To promote diversity of grass, forb and shrub components, it is recommended that rangeland with sagebrush exceeding 30% cover be treated by means of chaining or mowing. Areas experiencing an overly dense area of old decadent sagebrush may be a result of lack of disturbance, such as fire suppression, removal of fine fuels by grazing, etc. This is a typical situation throughout the West.

Prescribed burning, or the implementation of mechanical treatments like chaining, mowing, or harrowing can help promote a healthier, more diverse rangeland. If prescribed burning is a preferred practice it would need to be implemented during the spring, using high elevation snow banks or control lines such as roads as firebreaks. The window of opportunity to do these types of burns is very short and may not occur every year. If the grazing management plan recommends rangeland projects like prescribed burning or mechanical treatments then these projects should be carefully planned and implemented. The expected benefits are:

- Increased forage quality and quantity for livestock and wildlife.
- Reduced grazing pressure on the riparian areas (animals will be attracted to the upland treatment areas, especially with new water sources).
- Reduced volatile sagebrush fuels that could result in wildland fires during the hot seasons.
- Restoration of the ecology of the sagebrush types that included a natural fire regime.



2023 Overlooking Structures and East Canyon Creek

Agroforestry

There are no agroforestry recommendations for this Property.

Aesthetic Quality and Desired Timber Species

Since 910 Ranch will be widely used as a recreational property, the aesthetic quality is one of the most important resources to manage. Variations between forest, open meadows, and riparian corridors, provide a diverse spatial quality, adding visual benefits.

The Property is aesthetically stunning. With a view of the Park City area to the east, across Parley's Canyon to the snow-covered peaks of Mt. Superior and O'Sullivan and to the west views of Little Dell, Emigration Canyon and the Salt Lake Valley on a clear day. This area reaps many spectacular and scenic vistas. Some of the management scenarios identified in this plan may alter the aesthetic value temporarily, and should be carefully considered.

In recent years, insects have taken their toll on Douglas-fir, white fir and subalpine fir, especially the upper portions of the property. Douglas-fir is a desired timber species in this area especially since there's not a lot of it. Aspen is one of the primary species found in the area and is also very desirable. Although abundant, the health varies between clones. Aspen and bigtooth maple provide wonderful fall time colors in all areas of the Property.

Long-term management of these species should focus on maintaining a balance of age-classes, as older trees are more susceptible to drought, insects and disease.

Recreation

The 910 Ranch offers numerous permitted recreational activities such as horseback riding, hiking, biking, snowshoeing, cross-country skiing, and wildlife viewing. Non-permitted activities include any type of motorized use unless otherwise approved or for use of managing the Property. Camping, campfires and fishing are activities still pending approval and are thus considered prohibited at this time. The Property's draft recreation management plan proposes 35 miles of new public trails for recreation and environmental education use. Trails and trails maps will become available for public use once these areas have been fully identified, inventoried, and repairs made to make this recreation opportunity safer and more enjoyable.

Wood and Fiber Production

Inventory of the forest resources located on 910 Ranch was conducted during the 2023 summer field season, by FFSL forestry technicians employed by the Division. Data taken from this inventory was analyzed for the purpose of developing a FSP, to meet the requirements of the Forest Legacy Program (FLP).

This section addresses the current condition and the growth of the trees on the property. There are currently 6 distinct forest stands on the property, each having characteristics separate from one another. The following identifies and describes stand types (refer to map for location), its condition of health and related management considerations.

Most forested areas that were within a motorized trail were at least observationally observed. Areas on the northern portion of the Property still need assessment, and are limited to types of management due to limited or no access as well as topographic constraints. In the event management is to occur within a particular stand it is recommended a more thorough evaluation take place. Woodland areas, such as Gambel oak, and pure maple stands are not included in this plan. Refer to the map on Page 22 for stand type, number and location.

Aspen

The majority of quaking aspen on the Property range from about 65-85 years old. When aspen starts to reach above 90-100 years old they begin to become less vigorous and more vulnerable to disease. Managing aspen suckering (growth of aspen starts from lateral roots of a clone) and recruitment (aspen taller than six to eight feet in height) are keys to providing sustainability within aspen clones. Aspen



Overlooking Aspen from the lower portion of the Property

greatly relies on a natural or man-made disturbance to produce vigorous suckering to aid in the expansion, and sustain health of a clone. While suckers are vulnerable to large ungulate browsing pressure, once they reach the recruitment stage the herbivore pressure decreases. According to *Guidelines for Aspen Restoration on the National Forests in Utah* aspen clones that have greater than 1,000 stems per acre are considered self-sustaining. For recommendations, please refer to the Practice Recommendations Table on page 29 & 30.

Aspen & Maple

Existing overstory aspen in areas east of the NE Canyon Road, are showing signs of stress as well as signs of increased disease and dieback. Maple (a more shade tolerant species than aspen) are competing with aspen and will eventually, over time, outcompete and overcome the once dominated aspen stands. This may be attributed to changing climate patterns with increases in temperatures and decrease in snowpack over the years, experiencing an ecosystem shift into more of a mountain brush dominated stand. **Once an ecosystem type has crossed a threshold, typically it becomes very difficult to reverse the process unless drastic measures are taken.** Historically, fire played an important role as a natural occurrence to create disturbance within the aspen ecosystems. Currently, given the society we live in today, natural fire especially within 910 Ranch would be suppressed immediately due to public safety and protection of the watershed.

If the landowner wishes to promote aspen within this area a more thorough stand evaluation should be considered, looking at different options for management. However, there are limitations that may prevent management due to topography and access constraints.



Overlooking Aspen with encroaching understory maple

Douglas-fir

Most of the conifer within the Property consist of mixed conifer. However, stand 5 located in Big Bear Hollow is predominately composed of overstory Douglas-fir.

The overall health of the Douglas-fir appears to be moderate. This stand is considered overstocked and is very dense due to lack of disturbance. Competition between species and resources is leading to decreased stand vigor, which will eventually lead to increased tree mortality from insects, drought and forest diseases including dwarf mistletoe.



Douglas-fir Bark Beetle

Overlooking Big Bear Hollow conifer towards East Canyon Creek

There are signs of past populations of Douglas-fir bark beetles, which have caused small pockets of tree mortality. Bark beetles are a native insect and small infestations are common and are considered a natural occurrence. Annual monitoring will be important because if bark beetles rise above normal populations, outbreaks will likely follow causing widespread Douglas-fir mortality. Decreasing the beetle threat can be accomplished by forest stand improvement projects by means of thinning from above, which will help reduce competition of resources like water, sunlight and nutrients from residual trees. Extent and timing of such thinning projects will need to be done during the months when beetle activities will not damage the residual trees. This is typically during the late summer to fall months. Topographic, access and riparian at the toe of the stand makes management very difficult. In the event management is to occur within this stand a more thorough evaluation is suggested.

Aspen/Mixed Conifer & White Fir

Dominant overstory species within these stands are white fir, subalpine fir, aspen and Douglas-fir with pockets of thick understory maple. Currently, no signs of concerning diseases or bark beetle activity was observed, other



Common understory resemblance in mixed conifer stands

than past years attacks. Overstory density appears to be moderate to high. Thinning of some larger white fir, especially with dead tops, forks, multiple tops leaving the best-looking, and more desirable Douglas-fir should be considered. Thinning understory conifer especially all age classes of subalpine fir, white fir, maple and dead and down is suggested to promote increased forest health and stand vigor. Performing a thinning will help aid in future forest health, vigor, insect and disease concerns while reducing competition between species, fuel loading and wildfire risk.

Stand #	Species	Acres	Aspect	Slope (%)	Stocking	Successional Stage	Regeneration	Age Class Distribution
1	AS	74	N	29	S	Seral	Adequate	Even-aged
2	WF	689	N	36	OS	Climax	Adequate	Uneven-aged
3	WF,SAF, AS,DF	883	N/E	32-42	OS	Climax	Adequate	Uneven-aged
4	WF,SAF, DF	300	N	45	OS	Climax	Adequate	Uneven-aged
5	DF	112	N	60	OS	Climax	Adequate	Uneven-aged
6	AS & Maple	160	N	39	US	Climax	Inadequate	Even-aged

SAF=subalpine fir; AS=aspen; DF= Douglas-fir; WF=white fir.

Stocked (S) stands are ideal and are found where trees in the stand have adequate room for growth.

Overstocked (OS) stands consist of trees which are in heavy competition with one another for available resources.

Understocked (US) can support more trees per acre.

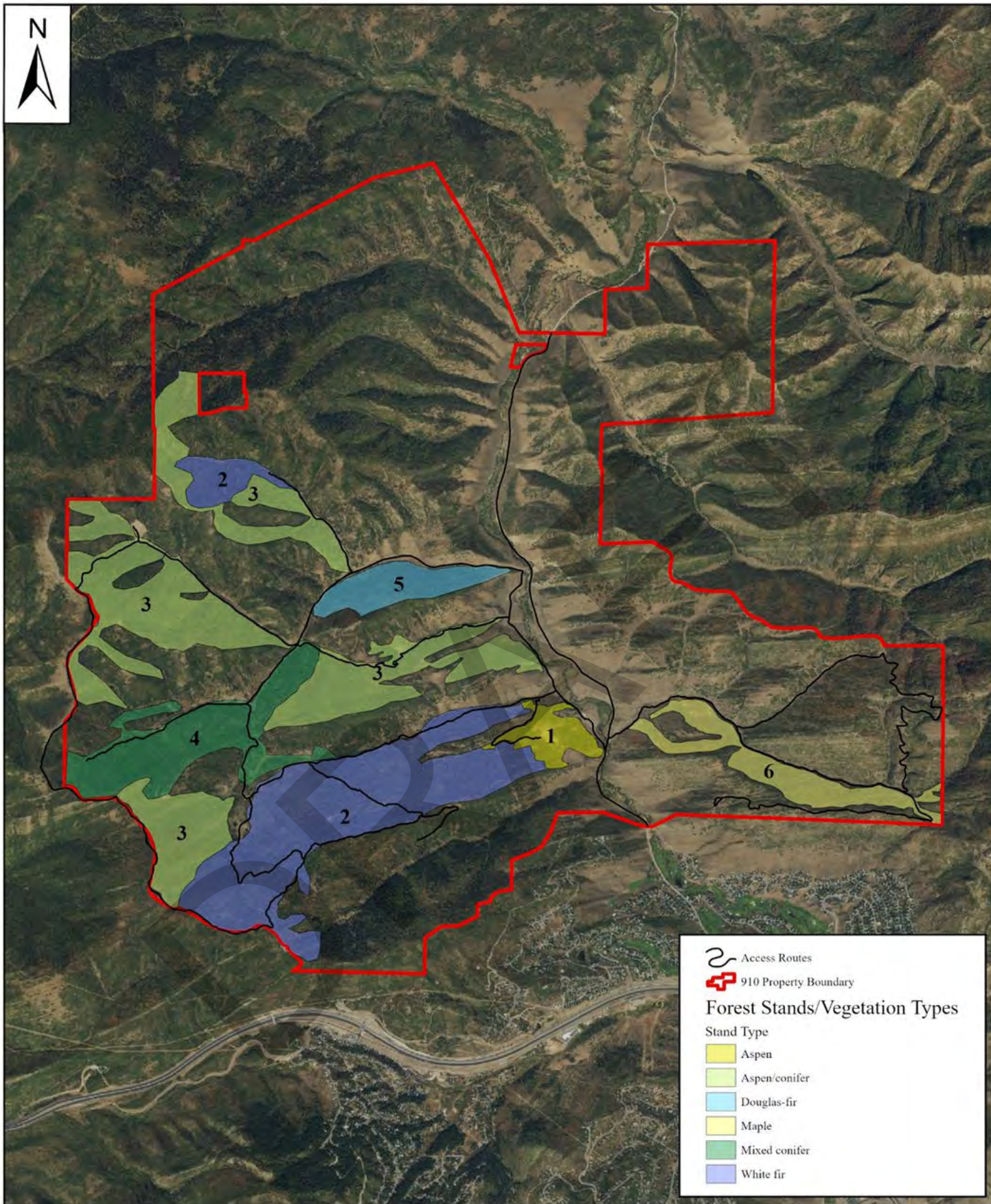
Climax: the culminating stage of plant succession for a given environment; the vegetation conceived as having reached a highly stable condition.

Seral: a temporal and intermediate stage in the process of succession.

Even-aged: a stand of trees composed of a single age class in which the range of tree ages is usually +/- 20 percent of rotation.

Uneven-aged: a stand with trees of three or more distinct age classes, either intimately mixed or in small groups.

Source: The Dictionary of Forestry; John A. Helms, editor



910 Ranch Property Forest Stands

Scale: 1:47,000

0 0.5 1 2 3 4 Miles



Fish and Wildlife

Long- and short-term goals for wildlife management should be considered carefully. A change in the forest can bring about other changes, both desired and unforeseen since wildlife and the habitat they occupy are connected either directly or indirectly to each other. For example, chemical control of insects may result in loss of food for birds. This in turn may cause decreased populations of prey for raptors. Raptor populations may decrease causing increases in rodents or rabbits that may harm other resources on the Property.

Opportunities for wildlife habitat modifications include: planting/erosion control in riparian zones, beaver dam analogs, thinning forest cover promoting aspen regeneration and decreasing wildfire risk, conifer seedling plantings of unique species (like ponderosa) in specific areas creating diversity of tree species and habitat, and fuel breaks to protect wildlife habitat from uncharacteristic wildfires.

Many large mammals including elk, mule deer, moose, bear, and mountain lions, occupy the Property. Utah's only wildlife overpass bridge is located just a ½ mile from the Property, providing safe passage over I-80 and connecting to a high-use migration corridor. It has designated critical year-round habitat for moose and black bear, and critical summer habitat for mule deer and an elk herd with an estimated population of 500.

In order to maintain and promote aspen, some harvesting of conifer where access and topography allow should be further assessed. Other stands can be thinned, as long as hiding and thermal cover is maintained. Hiding cover guidelines suggest 90% of an elk or deer should be hidden at 200 feet or less, and patches should be at least 600 feet wide and at least three acres in size. Thermal cover should leave stands at least 40 feet tall with 70% canopy cover, and be at least 12 acres in size. Some areas may be thinning more aggressively where fuel loading is high to mitigate fire risk.

Moose, like mule deer, are browsers. Shrubs, twigs, and buds provide excellent food sources. They do eat some of the same species of plants as deer and elk, but they will more often eat willows and other vegetation consistent with riparian areas. Any habitat manipulations done for elk or deer can also benefit moose.

Snags (dead trees) can be left after forest treatments to help cavity nesting birds find homes and foraging sites. Songbirds are also important to the ecosystem because they are prey species to other animals, including raptors and some mammals. As a general management guideline, keep as much vegetative diversity as possible for the greatest number of species as possible.

The Property supports critical migration stopover and nesting spots for 140 species of migratory birds including Yellow-Rumped Warblers, Caspian Terns, Belted Kingfishers, Yellow Flycatchers, Snowy Egret, Song Sparrows, Townsend's Solitaire, and rare Catbirds (local Audubon).

Both blue and ruffed grouse inhabit the Property. These are often lumped together in Utah as forest grouse. Although they can co-exist in the same area and share many similarities, habitat differences do exist. For both species, keep fallen logs left over from stand treatments. These serve as drumming sites and foraging sites for young birds.

Raptors, specifically hawks, prey and consume rabbits, squirrels, grouse, other game animals and rodents like mice, voles and gophers, which if left unchecked can potentially damage forest lands, reforestation efforts and range/meadow areas. Management of raptors is driven by management of prey population size and habitat. By helping to keep prey populations in check, raptors are usually desired.

Currently, the water quality and quantity for East Canyon Creek are both very poor. Bonneville Cutthroat Trout used to occupy this creek but no recent observations have been observed. A goal of the Utah Division of Wildlife Resources (UDWR or DWR) is to bring this native species back within the creek corridor as it serves as a Utah species of conservation. Other fish species that have been observed are brown trout, speckled dace, reddsideshiner, mottled sculpin and both mountain and Utah sucker.



Overlooking East Canyon Creek

Riparian habitat is critical to fish and other aquatic wildlife. 910 Ranch has many riparian zones, which includes streams, seeps, springs, and beaver ponds, which are important for fish and other aquatic wildlife.

Riparian vegetation provides cover and shade for streams and creeks. East Canyon Creek is severely lacking riparian vegetation which helps keep water temperatures down. This is important even though the streams need some sunlight for production. Keeping riparian zones healthy is of primary concern for the health of the overall ecosystem and most of the associated wildlife. Riparian areas should be left undisturbed as much as possible, but mitigation should occur where needed for improvements.

For a more detailed description of the fish and wildlife on the Property, please consult with the Utah UDWR's Ogden Region Office at (801) 476-2740.

Endangered Plant and Animal Species

The DWR does not list any occurrences of threatened or endangered species in the general area of the Property. Threatened or endangered species are a concern of the federal government and federal protection laws are associated with the plant and animal species recognized in the listing. If threatened or endangered species are found during the course of implementing this plan, management activities should be revised to ensure they do not harm the species, or destroy the habitat they occupy. The Landowner is advised to contact the UDWR if questions arise as to specific species management and habitat values. Assistance may be gained by contacting the UDWR Northern Regional Office at (801) 476-2740.

According to the DWR Utah Natural Heritage Program (Appendix C), the State of Utah does recognize one species of greatest conservation need listed in the Utah Wildlife Action Plan documented in the past ten years within a ½ mile radius of the Property; that of the Green River pebblesnail (*Fluminicola coloradoensis*). Species documented within a two-mile radius over the past ten years include Bonneville Cutthroat Trout (*Oncorhynchus clarkii* Utah), and the Western bumble bee (*Bombus occidentalis*).

Forest Health and Invasive Species

Forest Health:

Aspen is one of the most significant forest species on the Property in terms of ecological diversity, and is present throughout the entire Property. Tree age and disease appear to be the most significant agents affecting the health of these stands. Physical defects such as sweeps and crooks are also present, and are common for aspen. Other factors affecting the health of the aspen component are limited regeneration, and the encroachment of subalpine fir and maple in the understory. Browsing by elk, and/or cattle may be a problem in some areas, especially in areas where water can be found.

Mechanical logging and other such disturbances can lead to unnecessary damage and death to residual trees. However, these circumstances can be mitigated through careful felling of trees (minimizing top and stem breakage to residual trees), and limiting skidding distances. In general, forested areas with slopes greater than 35% should not be logged by traditional tractor/skidding yarding systems because of potential increases in erosion, soil compaction and site disturbance.

Any harvesting should be accomplished through careful consideration of the effects of removals on water quality, soil stability and wildlife/fisheries habitat. Generally, observing a 75-foot streamside management zone, for riparian zones where logging activity such as skid trails, landings, roads and timber harvesting takes place is recommended.

The recommended practices, scheduled to be implemented for the stands discussed in this FSP, are geared toward achieving several desirable future targets. One of those targets is mitigating the problems associated with forest insects and diseases, before they expand to epidemic

proportions. However, the long-term management of the timber resource will undoubtedly encounter forest insect and disease problems over time. Thus, it is important these issues be addressed, so that potential outbreaks or infestations can be prevented or at least held to a minimum.

It is likely that [Balsam Woolly Adelgid](#) (BWA) is present in subalpine fir. This tiny sucking insect transported by wind and animals and confirmed in the Park City area will kill all age classes of subalpine fir as a primary host. There's been occurrences in other similar geographic areas where the insect also attacks white fir. For now, there is no treatment for this insect to prevent attacks on new conifers. Refer to the link below for a fact sheet and management considerations.

Invasive Species

Many types of noxious and invasive species “weeds” have been documented on the Property. Identified species are: houndstongue, Canada, Scotch and musk thistles, garlic mustard, hoary cress (white top) and common burdock. Other species not currently observed on the Property but in close proximity are Yellow star thistle (creeping over the ridge from SLC) and Phragmites found further upstream on East Canyon Creek. Summit County is currently working on mapping these species so mitigation efforts are successful.

Controlling noxious and invasive species should be a top priority. Identification, monitoring and annual spraying is recommended throughout the Property. The following website provides a list with pictures and descriptions. If any additional weeds that are not already identified are found on the Property it is recommended to contact Summit County Weeds Department at (435) 336-3992.

<https://summitcounty.org/1221/Noxious-Weed-ID>

Conservation-based Estate Planning/Legacy Planning Information

In response to rapid regional growth, escalating development pressures, and the increasing fragmentation of adjacent landscapes, Summit County has formally committed to honoring the intentions of the previous landowner by securing a conservation easement on the Property. This decision was also driven by a desire to safeguard the ecological integrity of the land while maintaining traditional land uses.

The Property serves as a critical linkage within a broader conservation corridor encompassing approximately 52,000 acres of protected lands. This corridor includes Forest Legacy projects, privately held conservation easements, state parks, and National Forest lands. The protected status of the property will also ensure year-round public access for recreational use.

The purpose of the Forest Legacy Program is to protect forestlands at risk of being converted to non-forest uses. Summit County's population is 43,488, projected to soar by 250% to 107,000 by 2060. Most growth is expected in the Jeremy Ranch and Kimball Junction area, directly adjacent to the Property (UT Governor's Office of Management & Budget).

Archaeological, Cultural and Historic Sites

The property is rich in Utah history. Homesteaded in 1860, the original stone cabin still stands and was used by the Jeremy Family each summer while grazing sheep. The Property contains portions of the Mormon Flats state historical site, the 1841 Pony Express Trail, CA National Historic Trail and Mormon Pioneer National Historic Trail.

Any steps to protect archaeological resources that may be found on the 910 Ranch are highly encouraged. If evidence of sites is discovered during the course of implementing this plan, the Landowner must notify the Division of State History; as required under Utah Code Title 9-8-307 & 9-8-3-2. Definitions of the Utah Code Title can be found in the glossary. If, upon completion of a survey by the Division of State History, archaeological resources are found to be present, mitigating measures may have to be addressed for protection. The Landowner should consider any of all viable management alternatives, if such sites are discovered on or near areas designated for management. This information is provided to assist in identifying historic properties, per §36CFR800 for Section 106 consultation procedures.



Wetlands

Water and wetland resources are primarily concentrated in riparian zones, forested wetlands and other low-lying areas on the Property. Management activities should be avoided in these areas because of their value to water quality, sediment filtering, livestock and wildlife. It is recommended that **Utah's Forest Water Quality Guidelines** (FWQGs) be employed if management is considered in these locations. These guidelines can be found in the Appendix D.

Fire

County and State personnel are required to take suppression actions on all uncontrolled wildland fires within their boundaries, and can enter into cooperative agreements in taking suppression actions on wildland fires (Utah Code Unannotated, Title 65A, Chapter 8, Part 2, Section 202 and 203). During the normal wildland fire season, which runs from June 1 to October 31, or when fire restrictions deemed necessary by the Utah State Forester, a burning permit is required to ignite any open fires. To obtain further information on conducting a control burn, please contact FFSL's Summit County Fire Warden or by visiting Summit County website (<https://www.summitcounty.org/561/Fire-Warden>) or FFSL website (<https://www.ffsl.utah.gov/fire/>).

The majority of the Property can be described as Fuel Models 2, 6 and 10 which are defined in the glossary. To mitigate or reduce the significance of these problems requires implementation of management actions such as thinning, selective sanitation harvest, salvage, and slash disposal.

Wildland fires continue to be a major concern throughout the Intermountain West. The hazard of wildfire can be significantly increased if management activities are not implemented correctly. Properly implemented, forest management activities can decrease the risk of uncharacteristic fire and fire hazards. While no fire management plan or policy is required to be implemented on private lands, it would be advantageous for the Landowner to address the issues of fire and fuels management.

Excessive slash accumulation, ground fuels (duff, leaf/needle litter, brush, and regeneration), snags and their continuity contribute to potential fire hazards. Thus, reducing hazardous fuels will likely reduce the potential for fire occurring as well. Fuel breaks and fuel reduction practices are effective fire control precautions. Refer to the Recommended Treatments map for suggestions to implement fuel breaks. In addition, proper treatment of slash and fuels modification are an important component in the overall health and productivity of the forest.

More information can be found utilizing the Utah Wildland Risk Assessment Portal <https://wildfirerisk.utah.gov/> as well as accessing the [910 Cattle Ranch Risk Summary Report](#)

Carbon Sequestration and Climate Resilience

Interest in terrestrial carbon sequestration has increased in an effort to explore opportunities for reducing atmospheric carbon. Carbon sequestration is the process by which atmospheric carbon dioxide is taken up by trees, grasses, and other plants through photosynthesis, and stored as carbon in biomass (trunks, branches, foliage, and roots) and soils. The sink of carbon sequestration in forests and wood products helps to offset sources of carbon dioxide to the atmosphere, such as deforestation, forest fires, and fossil fuel emissions.

Sustainable forestry practices can increase the ability of forests to sequester atmospheric carbon while enhancing other ecosystem services, such as improved soil and water quality. Planting

new trees and improving forest health, through thinning and prescribed burning, are some of the ways to increase forest carbon in the long run. Harvesting and regenerating forests can also result in net carbon sequestration in wood products and new forest growth. Through conservation the Landowner has expressed interest in planting unique tree seedlings throughout the Property. Refer to the Biological Diversity section above for suitable tree species.

Forests can best adapt to environmental conditions when they are actively managed to increase resistance to catastrophic disturbances (wildfire, insects) and by ensuring forest species biodiversity. Maintaining diverse forest stands will ensure that with different long-term weather conditions (either warmer or colder and wetter or drier) there will be some species that can remain and thrive in the new conditions, while allowing other species to move either geographically or altitudinally over time.

Recommendations and Implementation Schedule

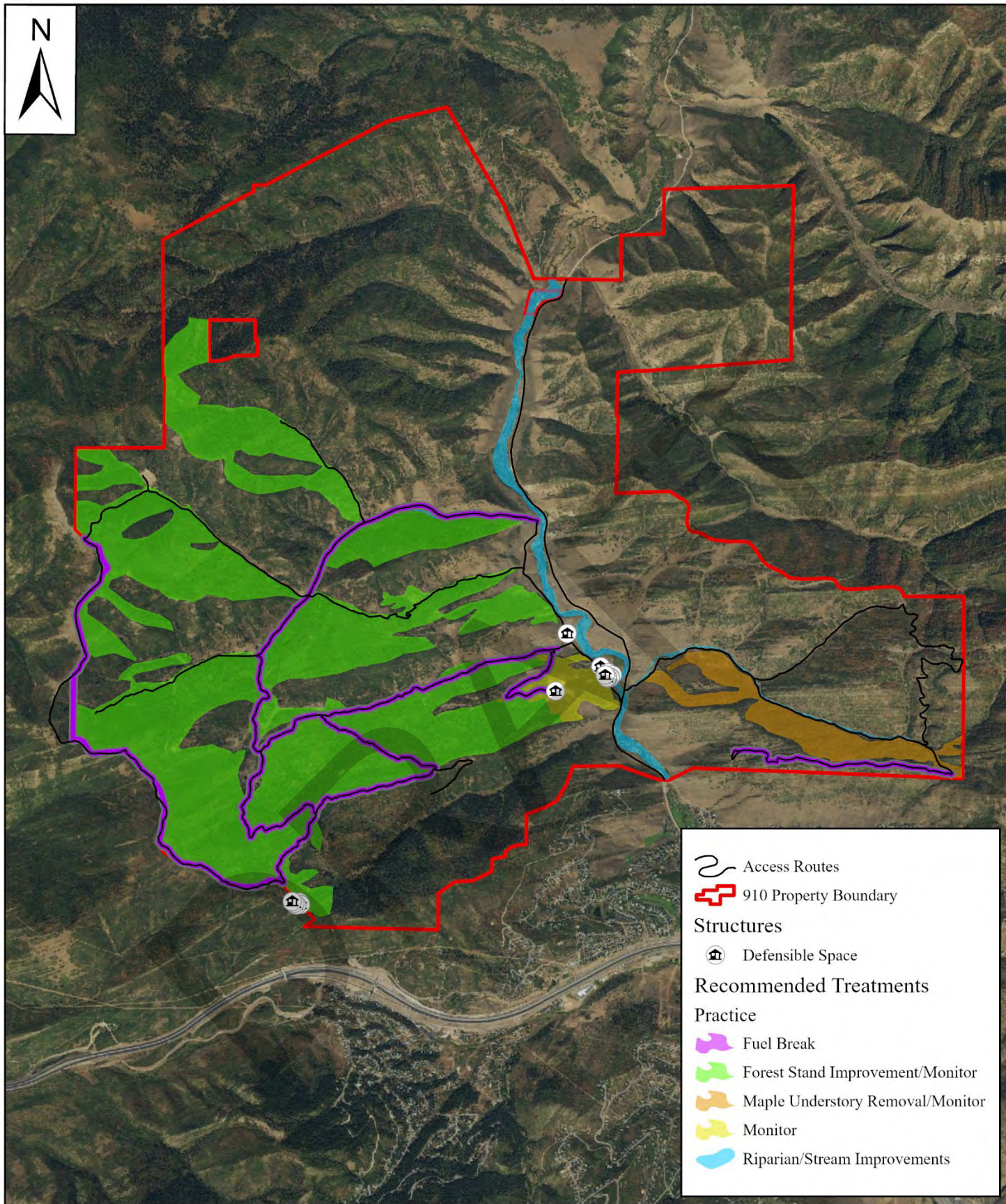
This section of the plan contains the strategy for meeting the Landowner's objectives, by prescribing appropriate management recommendations. Recommendations are based on past resource conditions, identified in the Wood and Fiber Production section.

Recommended Practice(s)	Practice Objective	Practice Description	Desired Future Condition
Consult with private forestry consultant	Forge a long-term serve agreement with a private forestry consultant	Forestry consultant who possess experience in Intermountain and Rock Mountain biophysical setting that can perform silvicultural prescriptions based on landowner objectives and FSP plan recommendations	Forestry management treatments are continually being identified and implemented according to annual surveys, detected forest threats and acceptable risks. Adaptive management is being employed to refine outcomes of treatments.
Forest Stand Improvement	Encourage regeneration of aspen by means of fuels reduction of conifer	Thinning by means of hand and/or mechanical treatments within high priority areas	Promoting early successional stands along with multiple age classes, increasing ecosystem diversity, stand vigor and health
Implement Tree Risk Detection & Mitigation	Perform annual or as needed minimum level 1 tree hazard risk ratings	Areas containing current and future developed infrastructure and where soil displacement work occurs; travel	People and property are protected against potential tree

Recommended Practice(s)	Practice Objective	Practice Description	Desired Future Condition
		routes and fee-access visitor gathering areas	failure and the harm it could cause
Rangeland Improvement	Perform management strategies to encourage desirable vegetation for wildlife	Coordinate with NRCS, DWR or GIP and follow rangeland assessment recommendations	Reduce shrub component to create more diversity for grasses and forbs benefiting wildlife habitat
Riparian Improvement	Increase water quantity/quality within riparian corridors and reduce impacts of erosion and sediment transport downstream	Coordinate with DWR, Trout Unlimited and other State, Federal and NGO stakeholders to identify resource concerns	Increase shrubs, trees, water nutrients, and wildlife/fish habitat to functioning conditions
Slash Reduction	Reduce slash debris accumulated from aspen and conifer treatments	Slash piling and burning or creating biochar	Burning to reduce forest slash tons per acre and/or biochar to sequester carbon and provide soil nutrients and water retention
Fire Mitigation/Fuel Breaks	Create and maintain fuel breaks in strategically located areas	Fuels reduction by means of hand and/or mechanical treatments within high priority areas	Reduction of understory brush, litter and overstory cover resulting in decreasing fire severity/intensity allowing for increased options in firefighting efforts
Noxious Weed Control	Control noxious weeds from meadows, forested areas, and roadways; thereby; improving forage quality and productivity	Spray necessary areas throughout the entire Property with appropriate herbicides when needed. Introduce perennial grasses and forbs to offer weed competition and soil stability	Decrease noxious weeds while increasing productivity of desired vegetation

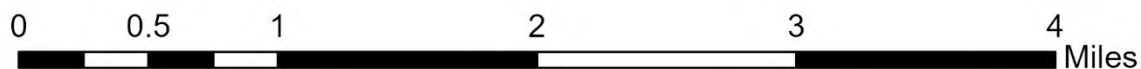
Recommended Practice(s)	Practice Objective	Practice Description	Desired Future Condition
Forest & Ecosystem Monitoring	FWQG, forest health, forest insects, regeneration, noxious weeds	Observe, record and evaluate condition, trend, and outcome related to surface resources. Determine if practices are effective and if resources are at risk or benefit of occurrences	Exercise resource management direction and timing as deemed necessary
Monitoring of wildlife impacts to forest health and sustainability	Monitor wildlife use of forested areas	Determine any negative impact to forest and ecosystem health by wildlife	Sustaining and enhancing healthy forest resources; ensuring aspen regeneration is protected from overbrowsing; preventing habitat degradation, especially in forested riparian areas.

Date	Practice	Location	Measure	Priority
Forest & Fire Management				
2025-2035	Forest Stand Improvement	Priority areas identified within the polygons on the Recommended Treatments Map	850 Ac	4
2025-2035	Create and maintain fuel breaks	Refer to Recommended Treatments Map	153 Ac	3
2025-2035	Slash treatment pile burning	Where needed	-	6
Range & Riparian Management				
2025-2035	Rangeland Improvement	As directed by NRCS/GIP/DWR or Landowner request	TBD	5
2025-2035	Noxious Weed Control	Roads, trails, bottoms of drainages where needed	Entire Property	1



910 Ranch Property Recommended Treatments

Scale: 1:47,000



APPENDIX A:

Glossary of Terms and Definitions

Basal Area

The area of the cross section of a tree stem, including the bark, generally at breast height (4.5 feet above the ground).

Burning, Prescribed

The application of fire, usually under existing stands and under specified conditions of weather and fuel moisture, in order to attain silvicultural or other management objectives.

Canopy

The foliar cover in a forest stand consists of one or several layers.

Condition Class

Condition class is assigned one of three rankings to all of the land comprising the 48 conterminous states. The condition classes are:

Condition Class I: Lands where fire regimes are within an historical range, and the risk of losing key ecosystem components is low.

Condition Class II: Land where fire regimes have been moderately altered from their historical range. The risk of losing key ecosystem components is moderate; fire frequencies have departed from historical frequencies by one or more fire return intervals. The altered fire regime results in moderate changes to one or more of the following: fire size, intensity, severity, and landscape patterns.

Condition Class III: Lands where fire regimes have been significantly altered from their historical range. The risk of losing key ecosystem components is high. Fire frequencies have departed from historical frequencies by multiple return intervals. The altered fire regime results in dramatic changes to one or more of the following: fire size, intensity, severity, and landscape patterns. Vegetation attributes have been significantly altered from their historical range.

Coppice/Clear-fell

A method of regenerating a stand in which all trees in the previous stand are cut and the majority of regeneration is from sprouts or root suckers.

Coppice with Reserves

A coppice method in which reserve trees are retained to attain goals other than regeneration. The method normally creates a two aged stand.

Class I Stream

Streams or other bodies of water used for domestic water supply and/or spawning, rearing, migration of fish, including impacted streams with recovery potential for a fishery. Also included are perennial streams that contribute significant flow to downstream fisheries.

Class II Stream

All streams that do not meet the Class I definition and are identifiable in the field as having a defined channel of bed rock, sand, gravel, or rocky material, definite banks, generally having an ordinary high-water mark and confines and conducts continuously or intermittently flowing water. Also included are reservoirs, lakes and ponds greater than 1/10 acre that do not support fish or provide domestic water supply.

Crown Class

A class of tree based on crown position relative to the crowns of adjacent trees.

Dominant trees with crowns extending above the general level of the main canopy of even-aged stands or, in uneven-aged stands, above the crowns of the tree's immediate neighbors, and receiving full light from above and partly from the sides.

Co-dominant trees with crowns forming the general level of the main canopy in even-aged stands or, in uneven-aged stands, the main canopy of the tree's immediate neighbors, receiving full light from above and comparatively little from the sides.

Even-aged

A stand of trees composed of a single age class in which the range of tree ages is usually +/- 20 percent of rotation.

Fuel Models descriptions are taken from Aids to Determining Fuel Models for Estimation Fire Behavior. Anderson (1982).

Fire Behavior Fuel Model 2 - Fire spread is primarily through the fine herbaceous fuels, either curing or dead. These are surface fires where the herbaceous material, in addition to litter and dead down stem wood from the open shrub or timber overstory, contributes to the fire intensity. Open shrub lands and pine stands or scrub oak stands that cover one-third to two-thirds of the area may generally fit this model; such stands may include clumps of fuels that generate higher intensities and that may produce firebrands. Some pinyon-juniper may be in this model.

Fire Behavior Fuel Model 6 - Fires carry through the shrub layer where the foliage is more flammable than Fuel Model 5, but this requires moderate winds, greater than 8 mi/h (13 km/h) at mid- flame height. Fire will drop to the ground at low wind speeds or at openings in the stand. The shrubs are older, but not as tall as shrub types of Fuel Model 4, nor do they contain as much Fuel as Model 4. A broad range of shrub conditions is covered by this model. Fuel situations to be considered include intermediate stands of chaparral, and oak brush. Even a hardwood slash that has cured can be considered. Pinyon-juniper shrublands may be represented but may over predict the rate of spread except at high winds, like 20 mi/h (32 km/h) at the 20-foot level.

Fire Behavior Fuel Model 10: The fires burn in the surface and ground fuels with greater fire intensity than the other timber litter models. Dead-down fuels include greater quantities of 3-inch or larger Limbwood resulting from over maturity or natural events that create a large load of dead material on the forest floor. Crowning out, spotting, and torching of individual trees are more frequent in this fuel situation, leading to potential fire control difficulties. Any forest type may be considered if heavy down material is present; examples are insect- or disease-ridden stands, windthrown stands, overmature situations with deadfall, and aged light thinning or partial-cut slash.

Harvesting Method

A cutting method with which a stand is logged. Emphasis is on meeting logging requirements while concurrently attaining silvicultural objectives.

Natural Regeneration

An age class created from natural seeding, sprouting, suckering, or layering.

Salvage Cutting

The removal of dead trees or trees being damaged or dying due to injurious agents, other than competition, to recover value that would otherwise be lost.

Silviculture

The art and science of controlling the establishment, growth, composition, health, and quality of forests and woodlands to meet the diverse needs and values of landowners and society on a sustainable basis.

Stand Density

A quantitative, absolute measure of tree occupancy per unit of land area in such terms as numbers of tree, basal area, or volume.

Successional Stage

Climax: the culminating stage of plant succession for a given environment; the vegetation conceived as having reached a highly stable condition.

Seral: a temporal and intermediate stage in the process of succession.

Thin from below

The removal of trees from the lower crown classes to favor those in the upper crown classes.

TPA

Trees per acre

Uneven-aged

A stand with trees of three or more distinct age classes, either intimately mixed or in small groups.

Utah Code Title for Archeological, Cultural and Historic Sites

Utah Code Section 9-8-302, Definitions, states:

(2) "Archaeological resources" means all material remains and their associations, recoverable or discoverable through excavation or survey, that provide information pertaining to the historic or prehistoric peoples of the state.

(6) "Excavate" means the recovery of archaeological resources.

(12) "Site" means any petroglyphs, pictographs, structural remains, location of archaeological deposits, or other location, which is the source of specimens.

(13) "Specimen" means all man-made artifacts and remains of an archaeological or anthropological nature found on or below the surface of the earth, excluding structural remains.

Utah Code Section 9-8-307, Report of discovery on state or private lands, states:

(2) Any person who discovers any archaeological resources on privately owned lands shall promptly report the discovery to the division [of State History].

(4) Nothing in this section may be construed to authorize any person to survey or excavate for archaeological resources.

APPENDIX B:

[Soil Descriptions](#)

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APPENDIX C:



Utah Division of Wildlife Resources
Utah Natural Heritage Program
1594 W. North Temple
PO Box 146301
Salt Lake City, UT 84116

Report Number: 15136
January 29, 2024

Utah Natural Heritage Program Online Species Search Report

Project Information

Project Name

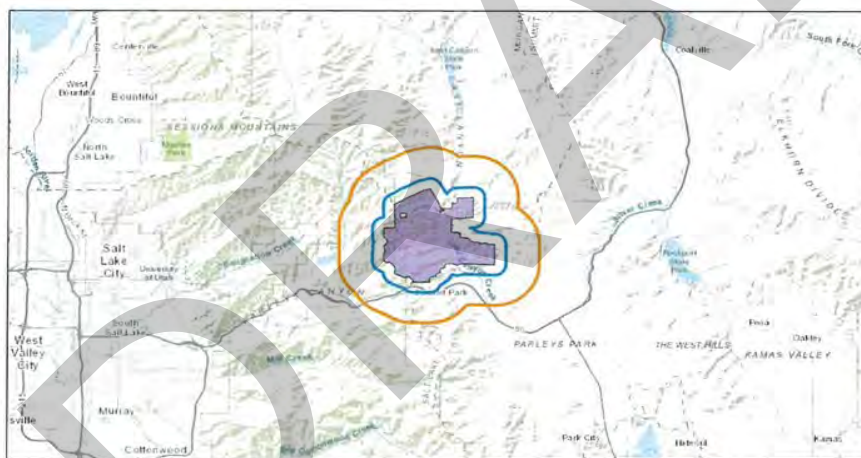
910 Ranch

Project Description

Development of a FSP

Location Description

East Canyon Creek



January 29, 2024

1:293,561
0 1 2 3 4 5 6 7 8 9 10 11 12 mi
0 3 6 9 12 km
The above scale is for the map only. It does not apply to the data.

Animals within a ½ mile radius

Common Name	Scientific Name	State Status	U.S. ESA Status	Last Observation Year
Bear Lake Springsnail	Pyrgulopsis pilsbryana	SGCN		1990
Bonneville Cutthroat Trout	Oncorhynchus clarkii utah	SGCN		1981
Greater Sage-grouse	Centrocercus urophasianus	SGCN		2008
Green River Pebblesnail	Fluminicola coloradoensis	SGCN		2019
Lewis's Woodpecker	Melanerpes lewis	SGCN		1913
Mountain Marshsnail	Stagnicola montanensis	SGCN		1929
Northern Leopard Frog	Lithobates pipiens	SGCN		1997
Western Pearlshell	Margaritifera falcata	SGCN		1929

Plants within a ½ mile radius

Common Name	Scientific Name	State Status	U.S. ESA Status	Last Observation Year
No Species Found				

Animals within a 2 mile radius

Common Name	Scientific Name	State Status	U.S. ESA Status	Last Observation Year
Bear Lake Springsnail	Pyrgulopsis pilsbryana	SGCN		1990
Bonneville Cutthroat Trout	Oncorhynchus clarkii utah	SGCN		2018
Greater Sage-grouse	Centrocercus urophasianus	SGCN		2008
Green River Pebblesnail	Fluminicola coloradoensis	SGCN		2019
Lewis's Woodpecker	Melanerpes lewis	SGCN		1913
Mountain Marshsnail	Stagnicola montanensis	SGCN		1929
Northern Leopard Frog	Lithobates pipiens	SGCN		1997
Western Pearlshell	Margaritifera falcata	SGCN		1929
Western bumble bee	Bombus occidentalis	SGCN		2022

Plants within a 2 mile radius

Common Name	Scientific Name	State Status	U.S. ESA Status	Last Observation Year
No Species Found				

Definitions

State Status

SGCN Species of greatest conservation need listed in the [Utah Wildlife Action Plan](#)

U.S. Endangered Species Act

LE A taxon that is listed by the U.S. Fish and Wildlife Service as "endangered" with the probability of worldwide extinction

LT A taxon that is listed by the U.S. Fish and Wildlife Service as "threatened" with becoming endangered

LEXN An "endangered" taxon that is considered by the U.S. Fish and Wildlife Service to be "experimental and nonessential" in its designated use areas in Utah

C A taxon for which the U.S. Fish and Wildlife Service has on file sufficient information on biological vulnerability and threats to justify it being a "candidate" for listing as endangered or threatened

PT/PE A taxon "proposed" to be listed as "endangered" or "threatened" by the U.S. Fish and Wildlife Service

Disclaimer

The information provided in this report is based on data existing in the Utah Division of Wildlife Resources' central database at the time of the request. It should not be regarded as a final statement on the occurrence of any species on or near the designated site, nor should it be considered a substitute for on-the-ground biological surveys. Moreover, because the Utah Division of Wildlife Resources' central database is continually updated, any given response is only appropriate for its respective request.

The UDWR provides no warranty, nor accepts any liability, occurring from any incorrect, incomplete, or misleading data, or from any incorrect, incomplete, or misleading use of these data.

The results are a query of species tracked by the Utah Natural Heritage Program, which includes all species listed under the U.S. Endangered Species Act and species on the Utah Wildlife Action Plan. Other significant wildlife values might also be present on the designated site. Please [contact](#) UDWR's regional habitat manager if you have any questions.

For additional information about species listed under the Endangered Species Act and their Critical Habitats that may be affected by activities in this area or for information about Section 7 consultation under the Endangered Species Act, please visit <https://ecos.fws.gov/ipac/> or contact the [U.S. Fish and Wildlife Service Utah Ecological Services Field Office](#) at (801) 975-3330 or utahfieldoffice_esa@fws.gov.

Please contact our office at (801) 538-4759 or habitat@utah.gov if you require further assistance.

Your project is located in the following UDWR region(s): Central region , Northern region

Report generated for:

Pj Abraham
Forestry, Fire & State Lands
2210 S Hwy. 40
Heber City, UT 84032
(435) 671-9088
pjabraham@utah.gov



APPENDIX D:

[Forest Water Quality Guidelines](#)

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EXHIBIT F
DESIGNATED IMPROVEMENT AREA (DIA) DESCRIPTION OF USE AND MAPS

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DESIGNATED IMPROVEMENT AREA #1

Approved Use: Mormon Flat Campground

Designated Improvement Area Acreage: 1.00 ac

Building Envelope: 1 Building Envelope, 1.00 ac total

Legal Description: Part of NESW4SW4, T1N, R3E, Sec. 14, SLB&M, less any portion lying east the established Morgan County dirt road (A.K.A. Jeremy Ranch Road or N. East Canyon Road). Specifically, the portion of land that is west of the established Morgan County dirt road.

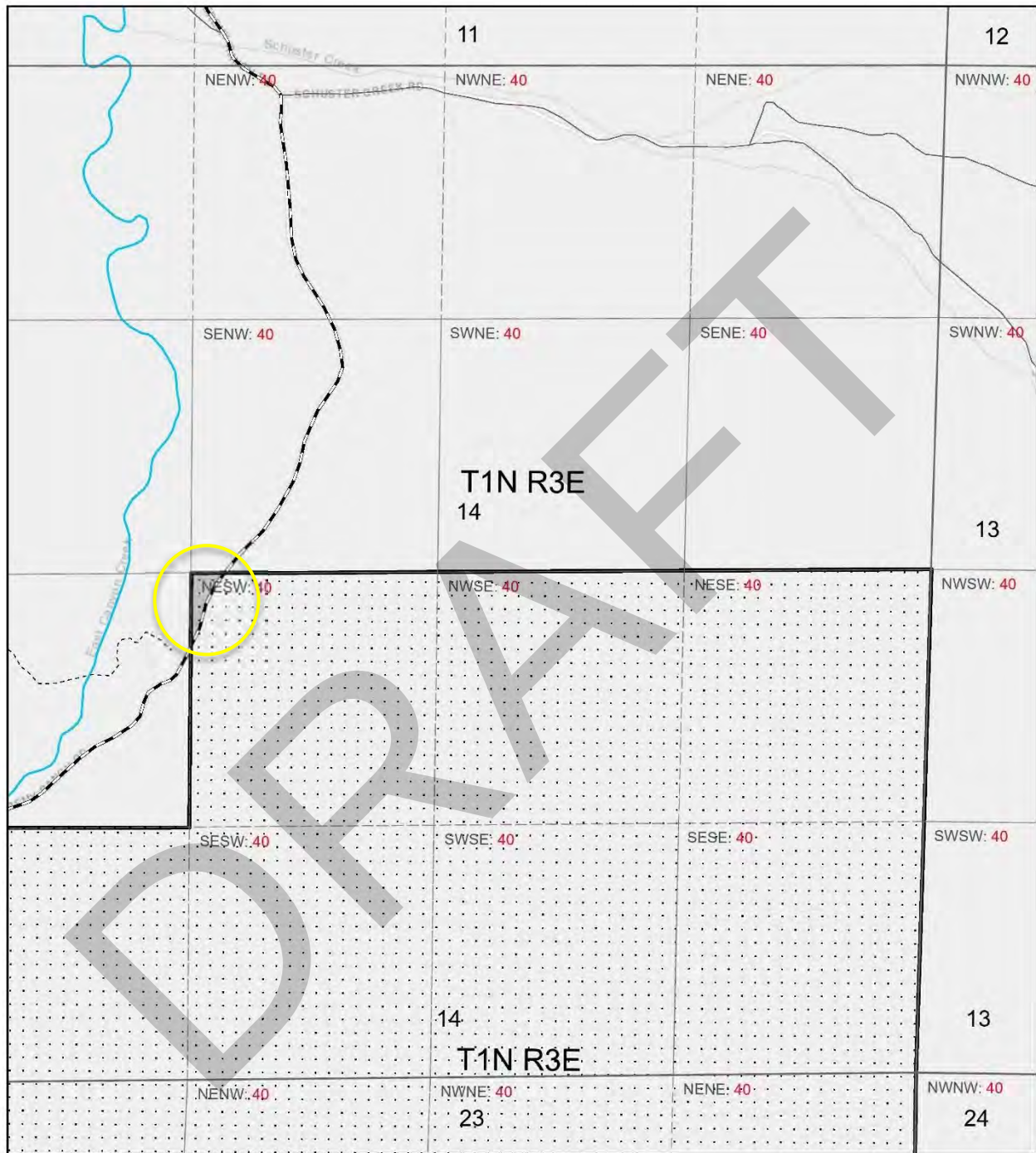
FOR INFORMATIONAL PURPOSES:

Part of Morgan County Tax Parcel No.00-0000-0362

Purpose: Grantor may design, construct, install, maintain, and expand the parking, camping, staging, and/or maintenance area(s) in coordination, or allow for such use under the control of an Interlocal Agreement (ILA) with Utah State Parks, to support the use of the Utah State Parks-Morman Flat Campground. Uses are restricted to the public's use as a trailhead, parking, camping, mutually approved events, staging, and/or maintenance and other needs that will support such uses and needs foreseen by the Utah State Parks.

[DEDICATED IMPROVEMENT AREA MAP TO FOLLOW ON NEXT PAGE]

MAP: DESIGNATED IMPROVEMENT AREA #1



DESIGNATED IMPROVEMENT AREA #2

Approved Use: Front-Country Picnic Area and Nature Amphitheater

Type: New construction

Designated Improvement Area: 52 acres

Building Envelopes: 2 Building Envelopes, 6.0 acres total to include: (1) 4.5 acres for Picnic Area, and (2) 1.5 acres for a Nature Amphitheater.

Legal Description: W2SWSE4SE4 and Part of E2SESW4SW4 less any portion lying West of the established Summit County dirt road (A.K.A. Jeremy Ranch Road or N. East Canyon Road), T1N, R3E, Sec. 22, SLB&M, and E2NWNE4NE4 less any portion lying West of the established Summit County dirt road (A.K.A. Jeremy Ranch Road or N. East Canyon Road) and part of L1, less any portion lying West of the established Summit County dirt road (A.K.A. Jeremy Ranch Road or N. East Canyon Road), T1N, R3E, Sec. 27, SLB&M. FOR INFORMATIONAL PURPOSES: Part of Summit County Tax Parcel No. SS-BDY-6 and Part of Summit County Tax Parcel No. SS-BDY-13

Purpose: Designated Improvement Area is reserved for the right to design, construction, use, improve, and maintain a picnic area, nature amphitheater, restrooms, or similar recreational use.

Picnic Area (4.5 Acres): A day use picnic area may be designed, constructed, and maintained for public use. Limited access roads and parking may also be constructed, or at the sole discretion of the Grantor, the site may also be walk-in only. Reservations and/or fees may be implemented for this area. Picnic areas are authorized to be closed seasonally with limited operating hours.

Nature Amphitheater (1.5 Acres): A nature-based amphitheater may be designed, constructed, improved, and maintained for small group, public use and/or private use. Use of the amphitheater is intended for interpretive, educational, events, and small personal gatherings. Seating capacity should not exceed one hundred (100) individuals. The amphitheater shall be designed and constructed to blend into the surrounding environment using earth tones and natural materials whenever possible. A small stage can be incorporated and may be covered but shall remain un-enclosed. The seating area shall not be permanently enclosed or covered but may be temporarily covered as defined below. The intent of this structure is open- air and natural. Reservations and/or use fees may be implemented for this area. Nature Amphitheater is authorized to be closed seasonally with limited operating hours.

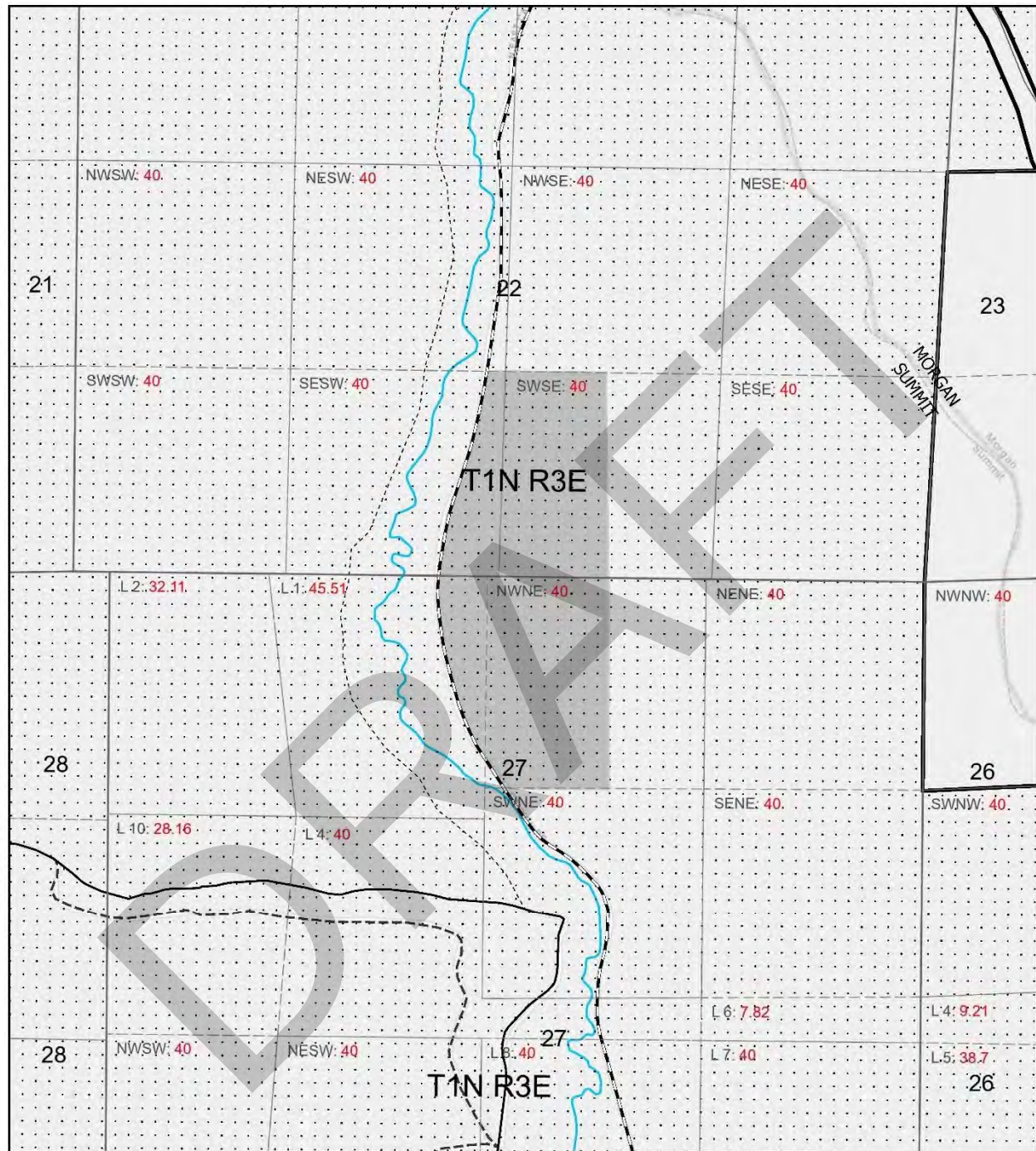
Permitted Uses of Nature Amphitheater: Nature-based slideshows, small personal gatherings or celebrations, local education events, scouting/outdoor education events, outdoor classroom events, small acoustic music performances, educational research presentations, similar events or gatherings, and other uses as mutually agreed upon by the Grantor and Grantee. The use of temporary shade sails or tents and the use of temporary string lights or otherwise is permitted.

Restrooms: When a sewer system is unavailable for connection, restroom facilities are permitted to be installed as vaulted pit toilets or septic systems in compliance with all Federal, State, and County codes.

[DESIGNATED IMPROVEMENT AREA MAP TO FOLLOW ON NEXT PAGE]

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MAP: DESIGNATED IMPROVEMENT AREA #2



Legend

- | | | | |
|-------------------|-----------------|-----------------------|--------------------|
| Property Boundary | County Boundary | Interior Road & Trail | Roads |
| Improvement Area | | Two Track OHV Trail | Local Roads |
| | | Two Track Trail | Major County Roads |
| | | Trails | |



0 0.1 0.2 0.4 Miles

DESIGNATED IMPROVEMENT AREA #3

Approved Use: Compound, Base Operations, Visitor Center, and alternative site for Research Station

Type: Use and repurpose of existing structure and existing impacted areas and/or new construction

Designated Improvement Area: 10 acres

Building Envelope: 1 Building Envelope, 5.0 acres total

Legal Description: Part of Lot 8 T1N, R3E, Sec. 34, SLB&M. and for reference part of Summit County Parcel No. SS-131 (see map for approximate XY coordinates DMS)

Purpose: Designated Improvement Area is reserved for enhancement, expansion, use, and maintenance of the existing residential home site, “ranch-hand” home sites, sheds/accessory buildings, a barn, horse and cattle corrals, water pumphouse, storage area, historic stone cabin, red roof cabin, and the installation and enhancement of a trailhead/parking area with supporting restroom and other amenities to support Permitted Uses herein. The area may be used for, but not limited to, seasonal housing, a nature center, for storing equipment, and/or as a parking area or trailhead. The area may also be an alternative location for the Education and Research Station, described in Designated Improvement Area #6. The Research Station, as new construction, shall not exceed a Footprint of 35,000 square feet (this is in addition to the existing structures listed in the table below) for a total estimated Footprint of 55,000 square feet within DIA #3.

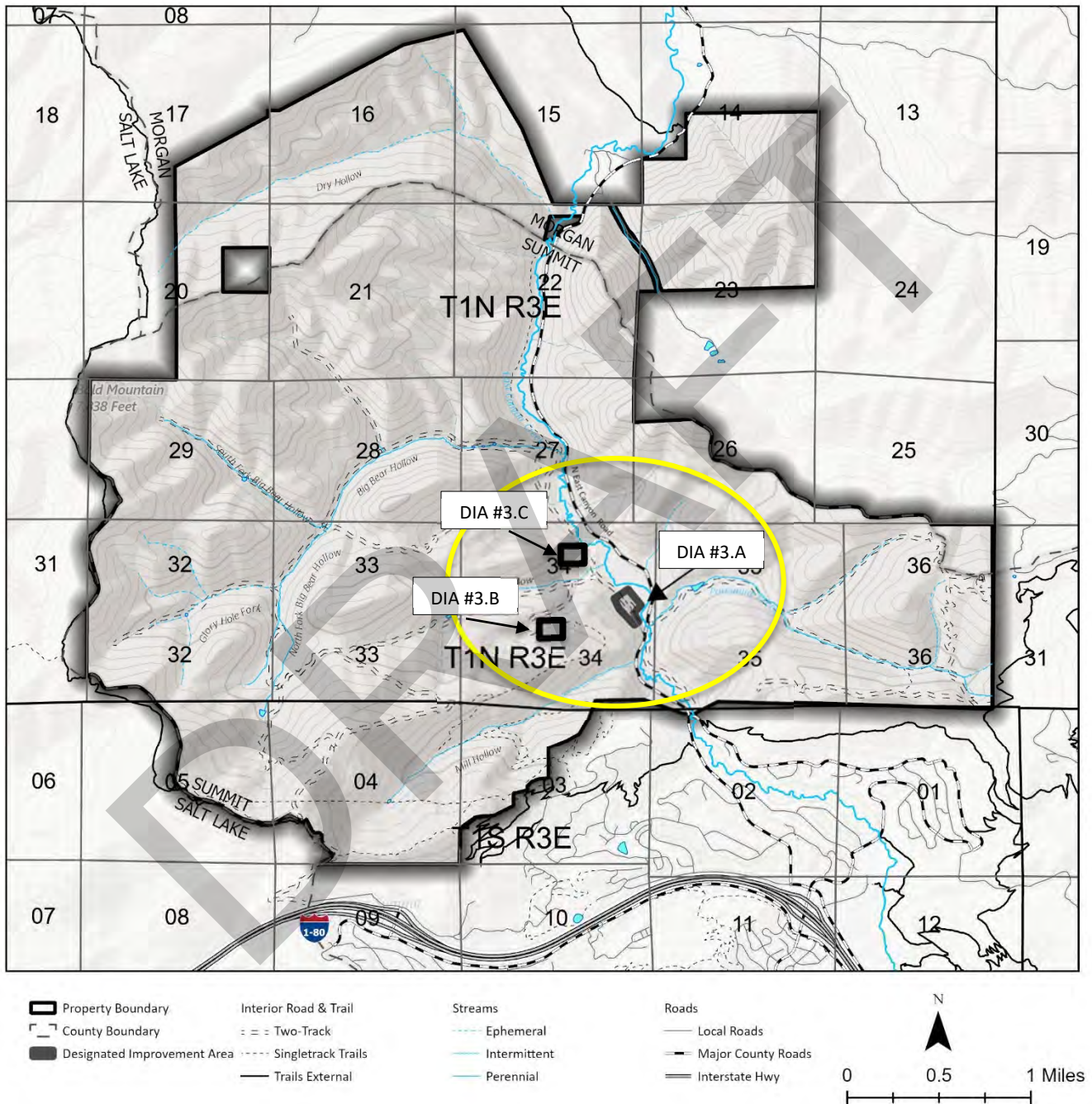
Existing Structure Inventory within SS-131 (see Baseline for full detail)

DIA #	Site Name	Footprint (Square Feet)	Structure Height (Feet)	Feet of Fence
3.A	Residential home site	4,300	19	530
	Ranch-hand home site #1	700	15	0
	Ranch-hand home site #2	700	15	0
	Sheds/out buildings #1	350	12	0
	Sheds/out buildings #2	350	12	0
	Sheds/out buildings #3	400	12	0
	Barn	2,500	19	0
	Water pump house	200	9	370
3.B	Historic Cabin	600	15	300
3.C	Red Roof Cabin and shed	1,360 & 80	25 & 12	0
Totals		11,540		1,200

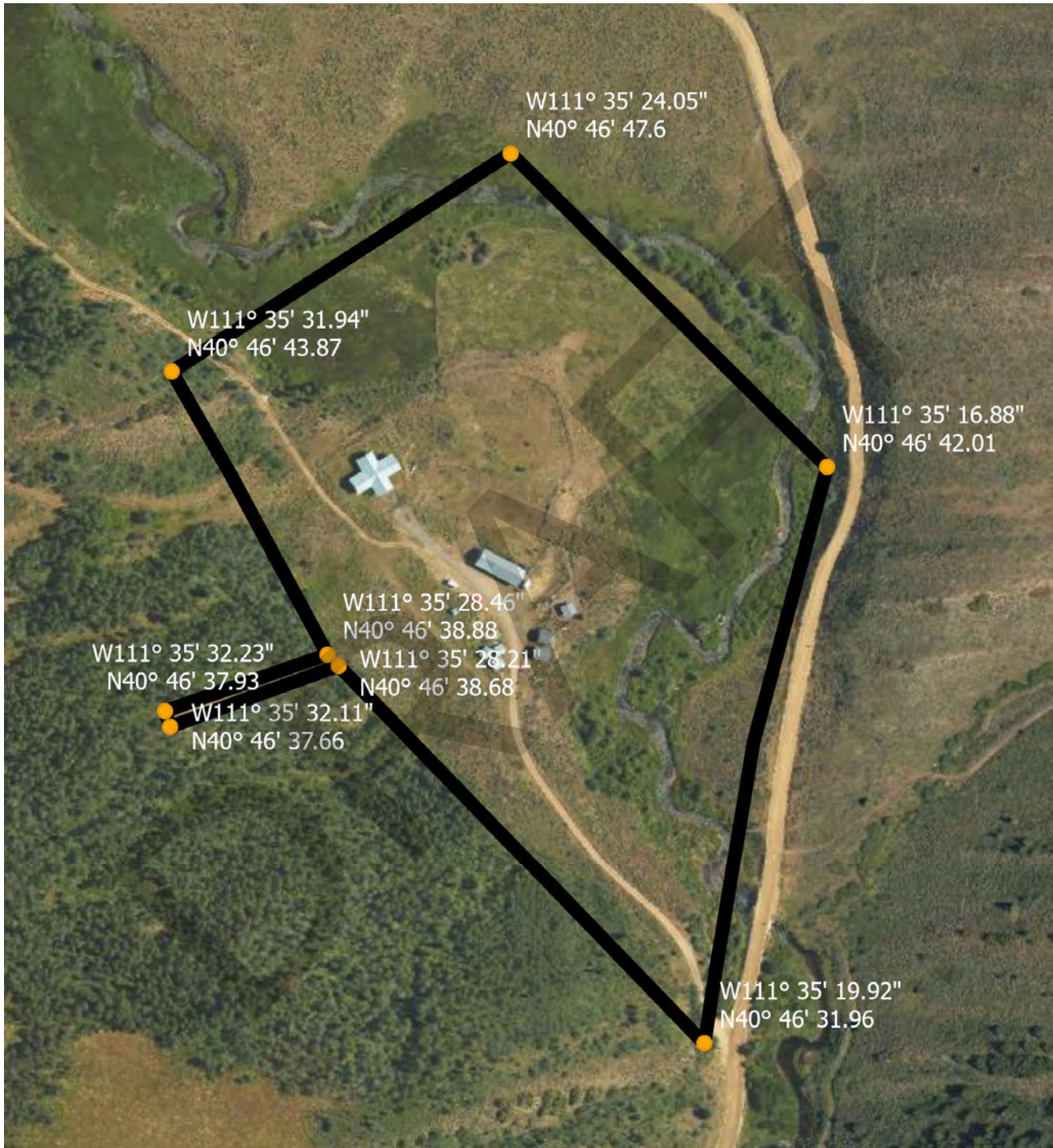
[DESIGNATED IMPROVEMENT AREA MAPS FOLLOW ON NEXT PAGE]

MAP: DESIGNATED IMPROVEMENT AREA #3

Overview Map DIA #3



Approximate GPS Location – DIA #3.A



Approximate GPS Location – DIA #3.B



Approximate GPS Location – DIA #3.C



DESIGNATED IMPROVEMENT AREA #4

Approved Use: Trailhead and Parking Areas

Type: New construction and improvements to existing impacted areas

Designated Improvement Area: 235 acres

Building Envelopes: 12 Building Envelopes, 13 acres in total, as estimated in the table below.

Legal Description: 200-ft either side along the County Class B Road, otherwise known as N. East Canyon Creek or Jeremy Ranch Road. Building envelopes within DIA #4 shall not be located within 100-feet of any riparian area, stream corridor, or sensitive hydrologic habitat. Estimated Building Envelopes to be located as follows:

Number	Type	Estimated Acres	Estimate # Vehicles	Status
4a	Minor Trailhead	0.5	10	Existing
4b	Minor Trailhead	0.5	10	Existing
4c	Off-street parking	0.2	5	Existing
4d	Off-street parking	0.2	5	Existing
4e	Major Trailhead	3.5	30-80	New
4f	Off-street parking	0.2	5	Existing
4g	Minor Trailhead	2.0	10-30	Existing
4h	Minor Trailhead	2.0	10-30	New
4i	Off-street parking	0.2	5	Existing
4j	Minor Trailhead	0.5	10	Existing
4k	Off-street parking	0.2	5	Existing
4l	Minor Trailhead	2.0	10-30	New
4m	Off-street parking	0.5	5	Existing
4n	Minor Trailhead and public regional water pumphouse	0.5	10	Existing
Total		13.0	130-240	

Purpose: Building Envelopes are reserved for the right to design, construction, improve, use, and maintain public recreational major and minor trailheads, and off-street parking areas.

Major Trailhead: Major trailhead(s) may be designed, constructed, improved, and maintained. Restroom(s) and a limited number of picnic tables/benches are also permitted. If desired, a nature trail may connect the picnic areas to the trailhead. Major trailheads are intended to be the largest of the parking areas. While thirty (30) to eighty (80) vehicles are estimated, Grantor may adjust the number of spaces to accommodate appropriate parking capacity needs.

Minor Trailhead: Additional minor trailhead(s) accommodating an estimate of ten (10) to thirty (30) vehicles, a limited number of picnic tables/benches are also permitted. Grantor may adjust the number of spaces to accommodate appropriate parking capacity needs.

Off-street Parking: Off-street parking, or turn-outs, with an estimate maximum of ten (10) vehicles spaces, each may be located along the County Class B Road, otherwise known as N. East Canyon Creek or Jeremy Ranch Road, in locations as advised by County engineering staff or other authorized representatives. Limited picnic tables/ benches are permitted at each off-street parking location. Grantor may adjust the number of spaces to accommodate appropriate parking capacity needs.

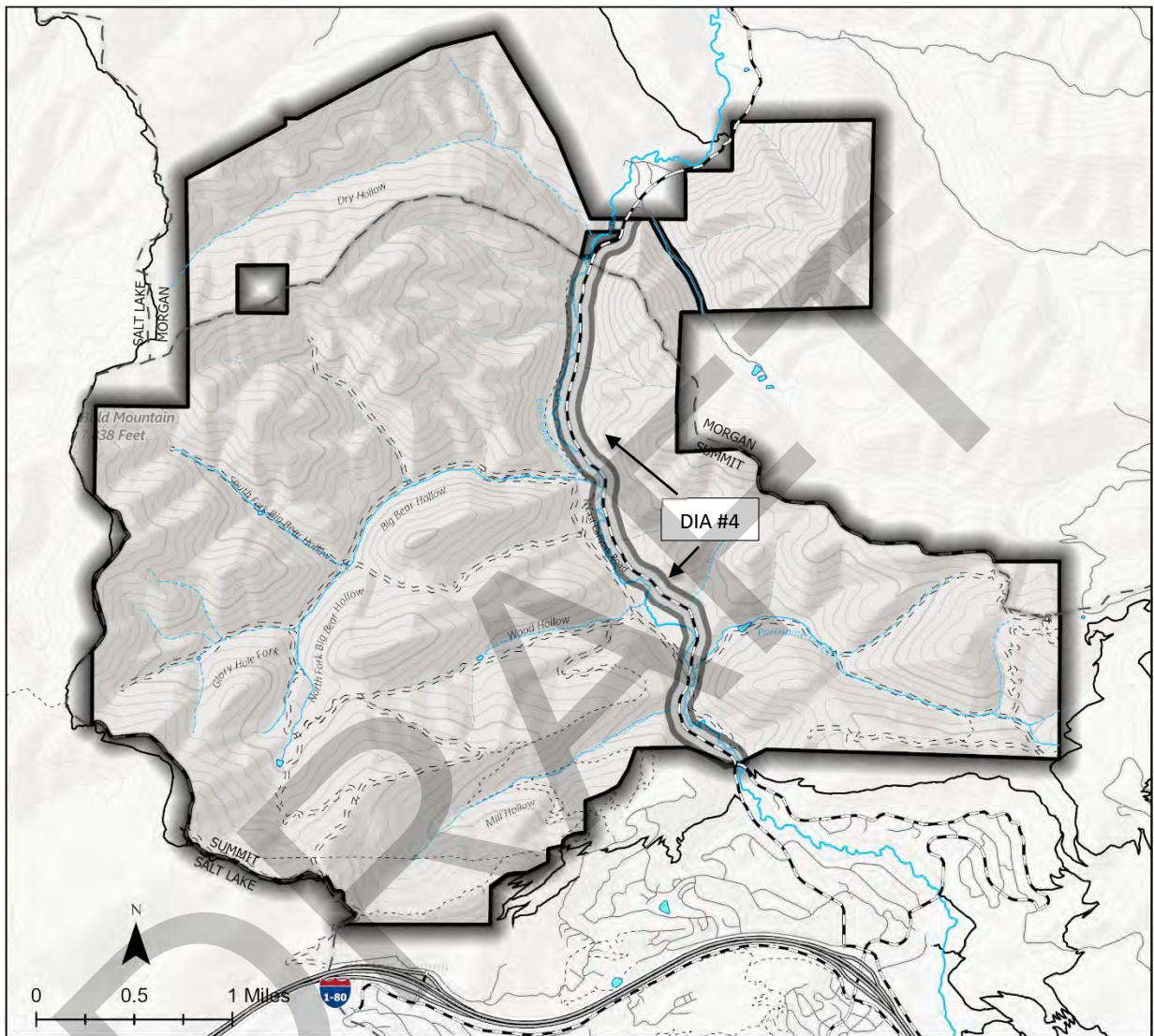
A pumphouse station is permitted to be constructed, maintained, repaired, and leased for the sole purpose of directly supporting the Weber Basin Water Conservancy District, or its authorized representatives, public water supply to Summit County. The structure must be constructed in such a manner that is consistent with the natural feel of the Property, the terms of this Easement, and the Conservation Purpose. The design of the structure is subject to Grantor and Grantee approval.

Also permitted within DIA #4 is the design, construction, use, and maintenance of up to four (4) bridges crossing East Canyon Creek to accommodate maintenance and trail access and minimize recreation impacts to sensitive riparian areas. Additional bridges may be authorized by mutual agreement of the Grantee and Grantor.

A user fee may be charged for trailhead, parking, and use of picnic facilities. Trailhead(s), parking, and picnic areas are authorized to be closed seasonally with limited operating hours.

[DESIGNATED IMPROVEMENT AREA MAP FOLLOW ON NEXT PAGE]

MAP: DESIGNATED IMPROVEMENT AREA #4



- | | | | |
|-----------------------------|-----------------------|--------------|--------------------|
| Property Boundary | Interior Road & Trail | Streams | Roads |
| County Boundary | Two-Track | Ephemeral | Local Roads |
| Designated Improvement Area | Singletrack Trails | Intermittent | Major County Roads |
| | Trails External | Perennial | Interstate Hwy |

DESIGNATED IMPROVEMENT AREA #5

Approved Use: Backcountry Camping/ Yurt / Hut-to-Hut System

Type: New construction, installation, or repurposed of existing cabin or other buildings

Dedicated Improvement Area: 8,587.70 acres

Building Envelopes: 8 Building Envelopes, taken together, not to exceed a total of 5.0 acres

Legal Description: Property Boundary, See Exhibit A

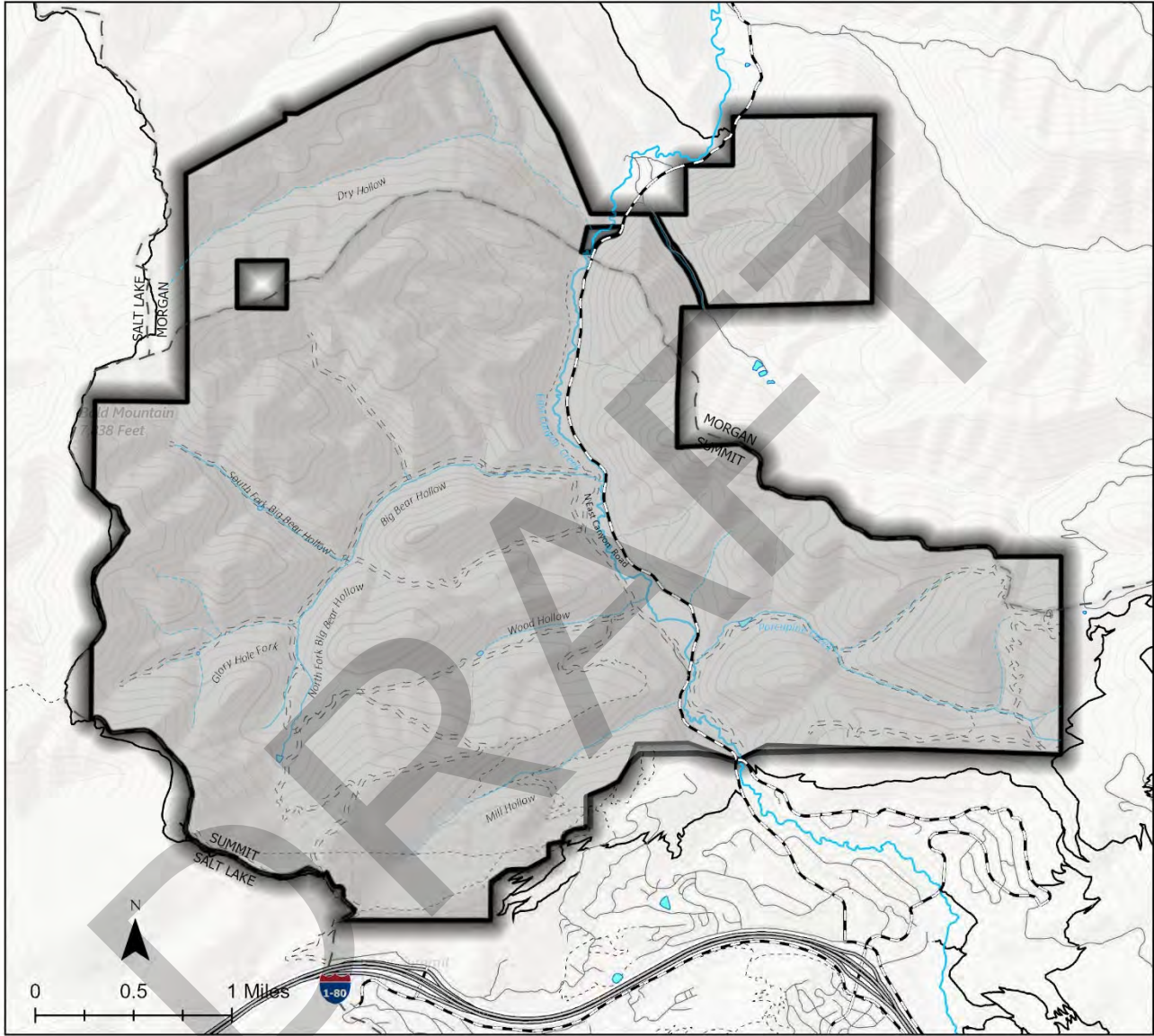
Purpose: Designated Improvement Area #5 is reserved for the right to design, construct, use, and maintain a public year-round recreational backcountry camping, yurt and/or hut-to-hut system. Up to four (4) yurts/huts, and up to four (4) designated backcountry campsites, may be placed in the Designated Improvement Area. A fee may be charged for the use of this facility.

Yurts/Huts (4 Acres): Up to four (4) Yurt(s)/Hut(s) may be designated, constructed, used, and maintained. Yurts are portable structures made of canvas, approximately thirty (30) feet in diameter (or approximately 750 square feet, each). Yurts are permitted for year-round or seasonal use and reside on a frame or wood platform that is affixed to the ground. Huts are permanent structures, similar to a one room cabin, approximately 1,000 square feet each. Each Yurt or Hut may occupy up to a one (1) acre Building Envelope. Supporting structures such as backcountry restroom(s) (either vaulted pit toilet or compost toilet, or other), a small storage shed may also be located near the Yurts/Huts. When possible, Yurts/Huts should be located near existing Roads or Trails, but in the case where they cannot be, additional limited access Road(s) may also be constructed for the sole purpose to support the yurts/huts with Grantee approval.

Backcountry Camping (1 Acre Total; ¼ Acre Each): Up to four (4) Backcountry Camping areas may be designated, constructed, used, and maintained. Sites are to be connected by trail. No roads will be constructed to support these sites. Impact is minimal and each Backcountry Camping area should occupy no more than one-quarter (1/4) acre Building Envelope.

[DESIGNATED IMPROVEMENT AREA MAP FOLLOW ON NEXT PAGE]

MAP: DESIGNATED IMPROVEMENT AREA #5



Property Boundary	Interior Road & Trail	Streams	Roads
County Boundary	Two-Track	Ephemeral	Local Roads
Designated Improvement Area	Singletrack Trails	Intermittent	Major County Roads
	Trails External	Perennial	Interstate Hwy

DESIGNATED IMPROVEMENT AREA #6

Approved Use: Education and Research Station, or alternative Yurt/Hut site

Type: New construction to be located on an existing impacted area

Designated Improvement Area: 3.5 acres

Building Envelope: 1 Building Envelope, 2.0 acres total

Legal Description: A portion of Lot 3 of T1N, R3E, Sec. 29, for reference part of Summit County Parcel No. SS-BDY-14 (see map for approximate XY coordinates DMS).

Purpose: Designated Improvement Area is reserved for the right to design, construct, use, and maintain an educational facility to support research, outdoor education, and outreach related to natural resource, environmental, outdoor education, and related fields of work. The Education and Research Station can be used for, but not limited to, research lab, resident hall, seasonal workforce housing, day use or extended stay youth and adult camps, outreach or event center, and related studies. At the Grantor's sole discretion, the Research Station may be leased or rented, for purposes that support the Conservation Purpose related to research, public access, education, and/or County supported conservation or outdoor education needs.

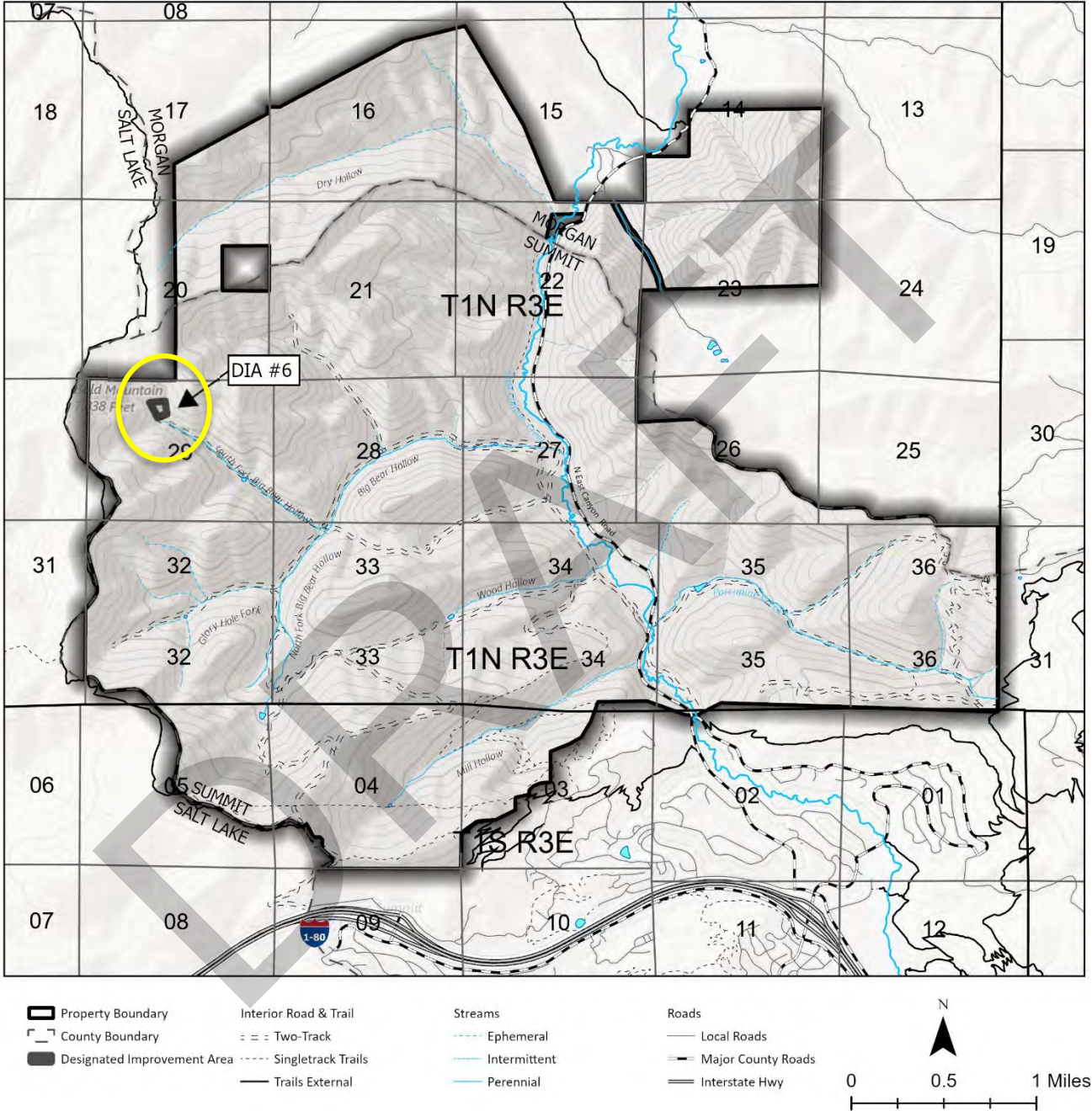
Location and Size: The Education and Research Station shall be located in the existing disturbed area, remnants of a past unsuccessful mineral exploration pad and shall not exceed a Footprint of 35,000 square feet.

Access: Limited and controlled motorized access is permitted. Maintenance of the existing Two-Track Road up Bear Hollow to the site, commonly referred to as the North Fork of Big Bear Hollow, shall be permitted, to include any need to widen the Road to comply with Federal, State and County codes, but in no circumstance shall the Road be Hard Surfaced, unless required by County Code or to support the protection of the Conservation Purpose. Currently the North Fork of Big Bear Hollow Road, which runs the length for Big Bear Hollow from this site location to N. East Canyon Road (approximately 2.5 miles), is a Soft Surfaced improved and Maintained Road with an average Tread width of 12-feet and Corridor width of 16 to 18-ft.

Note: DIA #6 is the preferred site for the Education and Research Station. If circumstances affect (such as, but not limited to, compliance issues with Summit County Development Code, availability to an appropriate and reliable water source, prohibitive costs) the County's ability to utilize this site, the County may utilize DIA #3 as an alternative site. In no event shall both site #6 and site #3 be used for the approved use as an Education and Research Station, only one (1) site shall be approved by the Grantee. If the Education and Research Station is built within DIA #6 the limited building right for associated with DIA #3 will be extinguished.

MAP: DESIGNATED IMPROVEMENT AREA #6

Overview Map – DIA #6



Approximate GPS Location – DIA #6

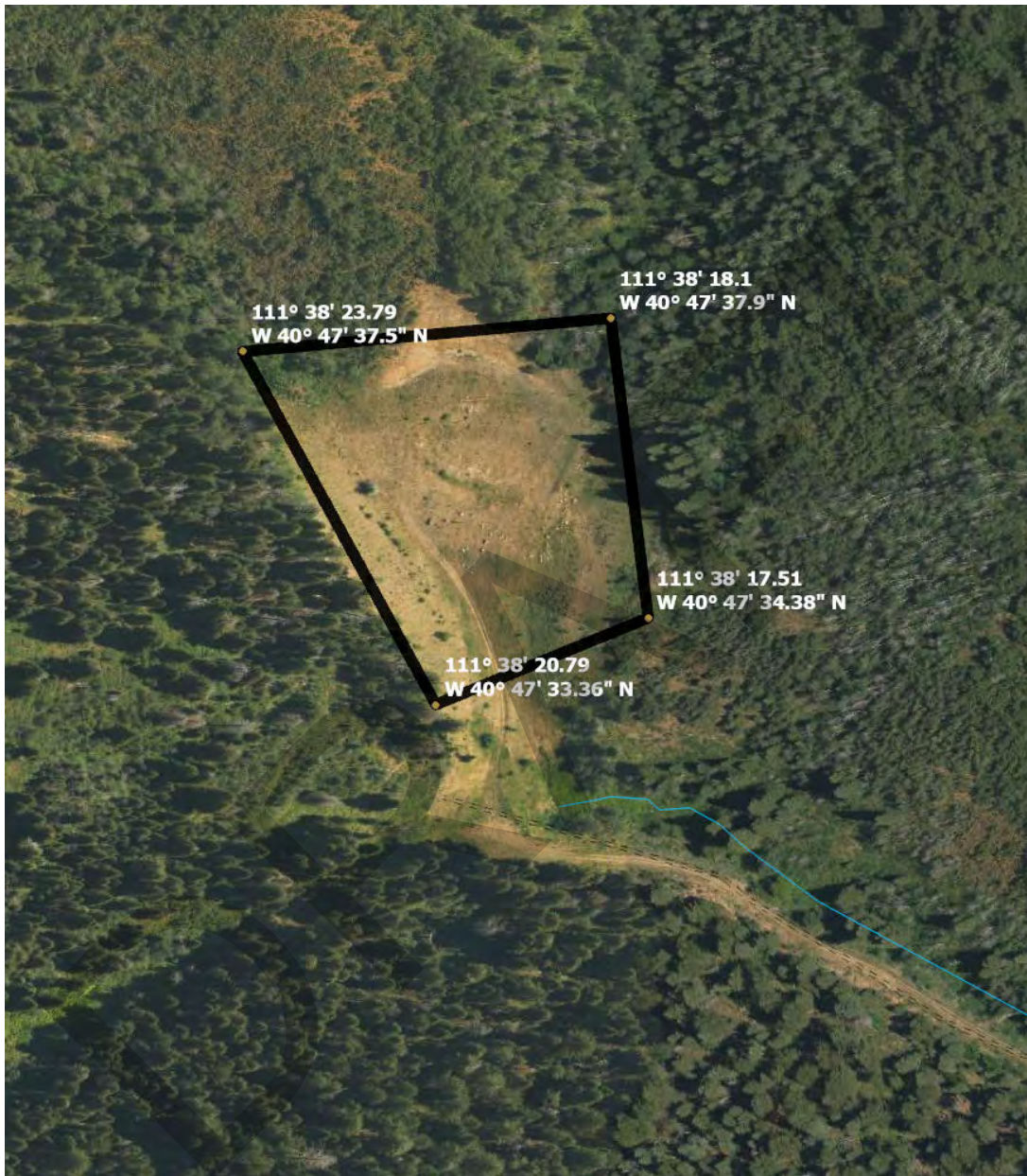


EXHIBIT G DEFINITIONS

For the purposes of this Easement the following terms are defined.

a) General Terms:

- i. **Baseline Documentation Report:** means the report reflective of the signature acknowledgment attached as Exhibit D. Full report is on file with the Grantor and Grantee.
- ii. **Conservation Purpose:** has the meaning defined in Article I(a) of the Conservation Easement.
- iii. **Conservation Values:** has the meaning defined in Article I(b) of the Conservation Easement.
- iv. **Easement:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- v. **Effective Date:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- vi. **Existing Structures:** has the meaning defined in Article VII(d) as identified in the Baseline Documentation Report.
- vii. **Forest Legacy Program:** has the meaning defined in the recitals of the Conservation Easement.
- viii. **Forest Stewardship Plan:** means the plan included as Exhibit G.
- ix. **Grantee:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- x. **Grantor:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- xi. **Grantor et al.:** has the meaning defined in Article 18(e).
- xii. **Indemnified Parties:** has the meaning defined in Article 18(e).
- xiii. **Parking Areas:** has the meaning defined in Article VII(m)(v).
- xiv. **Parties:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- xv. **Party:** has the meaning defined in the introductory paragraph of the Conservation Easement.
- xvi. **Property:** has the meaning defined in Article I(c) of the Conservation Easement and includes, (1) Exhibit A - its Legal Description (2) Exhibit B the Easement boundary, and (3) Exhibit C its associated Water Rights.
- xvii. **Traditional Livestock:** has the meaning defined in Article VII(i).
- xviii. **Unmanned Aircraft:** has the meaning defined in Article VIII(d).

- xix. **USFS:** means the United States Forest Service.
- xx. **Water Rights:** means the water right identified in Exhibit C.

b) Structures, Improvements, and Building Terms:

- i. **Transient Structure.** A non-permanent, removable structure erected for no more than 180 days within a twelve (12) month period in which a Permitted Use is engaged in.
- ii. **Designated Improvement Areas.** The areas identified, by the Grantor and approved by the Grantee, described in **Exhibit F**, on the Property where the Grantor may place Building Envelopes (*defined below*).
- iii. **Building Envelope.** The area selected by the Grantor with approval of Grantee within any Designated Improvement Area(s) that may be improved or developed for the purposes as described in **Exhibit F**.
- iv. **Footprint.** The planned area of constructed impervious surfaces including the roof projected to ground level within each Building Envelope. The Footprint is intended to represent the ground coverage of impervious constructed surfaces, not just the enclosed total square footage of any structure.
- v. **Nature Amphitheater.** An outdoor Nature Amphitheater is generally a semi-circular or fan-shaped, open-air venue with tiered seating that faces a stage or event space. It's designed to accommodate spectators for events like nature presentations, small group gatherings, acoustic concerts, plays, and other nature-based performances.

c) Environmental Terms:

- i. **Watercourse:** Any natural or artificial channel through which water flows and includes rivers, streams, creeks, and other similar bodies of water that have a defined bed and banks.

d) Recreational Use Terms:

- i. **Designated Use:** An area that is officially recognized and managed for a specific recreational activity or user group, such as for Single-Use or Multi-Use (*both defined below*).
- ii. **Single Use:** Use is limited to a single recreation user type. For example, the Designated Use is for hiking only or equestrian riders only.

- iii. **Multi-Use, Shared-Use, Mixed-Use:** These areas are for multiple recreation user types at one time. They are often designated for use by bicyclists, equestrians, and pedestrians (i.e. hikers, runners, and walkers). All users share this Designated Use area.

e) **Motorized Recreation Type Terms:**

- i. **Non-Motorized Recreation:** A means of travel that does not use an engine, battery, or motor to propel movement. Areas designated for non-motorized recreation may allow for non-motorized travel, including by foot, ski, horse, or bicycle.
- ii. **Motorized Recreation:** A means of travel that allows for an engine, or motor, to propel movement. Areas designated as motorized may allow for travel such as by vehicle, off-highway vehicle (OHV), motorcycle, electric bicycle, or scooter.

f) **Recreation Corridor Terms:**

- i. **Corridor.** The area that includes the Tread of the Trail or Path and the area above and immediately adjacent to the Tread where vegetation is cleared and/or maintained. The Corridor's specific standards will be defined in the Grantor's RMP for each intended user group. Within the Corridor, vegetation is trimmed back and obstacles, such as boulders and fallen trees, are removed from the area to allow for the safe use of the Trail or Path. Width varies from 4 to 18-feet and height from 8 to 12-feet.
- ii. **Singletrack.** A singletrack, usually associated with a Trail, is a narrow area, typically wide enough for only one user at a time.
- iii. **Doubletrack.** A doubletrack, usually associated with a Trail, is normally double the width (or more) of a typical Singletrack Trail with enough room for two recreationalists to be side-by-side. Often Doubletrack Trails follow abandoned Two-Track (*defined below*) Roads, where the tires of vehicles created two tracks.
- iv. **Two-Track.** This type of Corridor, usually associated with Roads, is an unpaved, rough Road characterized by two parallel tracks formed by vehicle tires. These Roads are often found in rural areas or as temporary access routes and are typically rough and unpassable by standard passenger vehicles, lending themselves to use by Off-Highway-Vehicle (OHV), such as ATV's and UTV's, and high clearance 4x4 trucks.
- v. **Maintained Road.** A maintained road is a Road that receives ongoing care

and upkeep to ensure its functionality and safety for motorized vehicle use. This includes actions like grading, resurfacing, and maintaining Road markings and signage. The specific maintenance work depends on the type of Road and its use.

g) Recreational Surface Type Terms:

- i. **Trail.** Located within a Corridor, a Trail is a narrow area, typically of a permeable Natural Surface (*defined below*). A standard Tread (*defined below*) width for a Trail varies from two (2) to eight (8) feet depending on the volume of use and anticipated speeds of user groups, with the Trail Corridor ranging from four (4) to twelve (12) feet wide and eight (8) to twelve (12) feet in height.
- ii. **Path.** Located within a Corridor, a Path can be Natural Surface, Soft Surfaced, or Hard Surfaced (*all defined below*) or a combination. The standard Tread (*defined below*) width for a Path is eight (8) to fourteen (14) feet depending on the volume of use and anticipated speeds of user groups, with the Path Corridor ranging from twelve (12) to eighteen (18) feet wide and eight (8) to twelve (12) feet in height.
- iii. **Road.** Located within a Corridor, a Road is suitable for standard two-lane, or wider, Motorized Recreation and vehicle travel with appropriate space for passing or one-lane of travel with modified turnouts to accommodate passing.

h) Recreational Tread Terms:

- i. **Tread.** The actual surface that is traveled by the recreation user. These surfaces, either Natural, Soft, or Hard (*all defined below*) are constructed and maintained to support the intended user group (i.e. hiking, mountain biking, equestrian riding) of the Trail. Depending on user group, a Trail Tread width can vary from 2 to 14-feet.
- ii. **Natural Surface.** Native material soil, free from surfacing materials like pavement, asphalt, or crushed aggregate.
- iii. **Soft Surfaced.** Firmly packed crushed aggregate surface.
- iv. **Hard Surfaced.** Pavement, asphalt, or concrete surface.

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