



\*W2609969\*

When recorded, return to:

Tim Charlwood  
9793 N Basin Canyon Road  
Park City, Utah 84098

EH 2609969 PG 1 OF 39  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-DEC-12 307 PM FEE \$91.00 DEP TDT  
REC FOR: TIM CHARLWOOD

**AMENDED CONSERVATION EASEMENT AGREEMENT**

This Conservation Easement Agreement, hereafter referred to as "Agreement," is entered into this 10<sup>th</sup> day of December 2012, by and between Timothy Patrick Charlwood ("Grantor"), whose mailing address is PO Box 980400, Park City, Utah 84098-0400, and the Ogden Valley Land Trust (the "Trust"), whose mailing address is PO Box 412, Huntsville, Utah 84317. Grantor and the Trust are sometimes collectively referred to herein as the "Parties."

**RECITALS**

Whereas, Grantor is the sole owner of certain real property in Weber County, Utah, more particularly described as follows (the "Property"):

The Property is comprised of approximately 525.55 acres, and includes all property described in the Map attached hereto as Exhibit #1, prepared by Hansen & Associates, Inc., comprised of six (6) parcels identified by the following Weber County Tax Parcel I.D. Numbers: 23-012-0022; 21-001-0012; 21-001-0011; 21-001-0010; 21-001-0009; 21-001-0008, located in Maple Canyon, Huntsville, Utah.

Whereas, Grantor intends to develop and improve the Property into an exclusive, low-density project to be known as "Sanctuary" (the "Project" or "Sanctuary"), containing home sites with limited buildable areas designed to preserve open space and provide for unique outdoor recreation opportunities.

Whereas, Grantor is willing to encumber and restrict certain portions of the Project with a conservation easement in favor of the Trust, and the Trust is willing to receive and further the objectives of the conservation easement, in accordance with the terms and provisions of this Agreement.

**AGREEMENT**

NOW, THEREFORE, in exchange for valid consideration, including, without limitation, the mutual covenants and obligations set forth in this Agreement, and having

duly obtained the necessary authority to enter into this Agreement with the intention of being bound hereby, the Parties covenant and agree as follows:

1. **Recitals.** The above stated Recitals are incorporated herein and made part of this Agreement.
2. **Grant and Nature of Easement.** Grantor, intending to make an irrevocable conveyance and gift in perpetuity, and in consideration of the Trust's execution and acceptance of this Agreement, and the Trust's covenant to abide by the terms and conditions hereof, hereby GRANTS and CONVEYS to the Trust a Conservation Easement (the "Easement") in perpetuity over certain areas of the Property, in accordance with the terms and provisions set forth in this Agreement. The Easement shall encumber approximately 466.90 acres of the Property as depicted on the Survey Maps for The Sanctuary attached hereto collectively as Exhibit #1 (the "Project Maps"), prepared by Hansen & Associates, Inc. The nature, character and purposes of the Easement are described as follows:
  - (A) The 466.90 acres of the Property that shall be, and are, encumbered by and subject to the Easement (the "Easement Property"), as depicted on the Project Maps, include all of the Property except for:
    - a. the building envelopes within which residential dwellings and related improvements may be constructed, as depicted on one or more final plats approved by Weber County and recorded against the Property;
    - b. the roadways and related roadway improvements (including, without limitation, utility lines and facilities) providing access and utility service to the building envelopes (and the residential dwellings to be constructed within the building envelopes of each lot or home site);
    - c. the driveways leading to and from residential dwellings within the Property;
    - d. any and all areas of the Property where utilities and related improvements are or will be constructed, including, without limitation, water storage tank(s), water delivery infrastructure, fire suppression facilities, gas and power lines, and other utility systems and improvements that now exist or may hereafter be constructed for purposes or providing utility services to the building envelopes and recreational facilities within the Property; and
    - e. recreational facilities, including, without limitation, the heli-skiing pad(s) that now exist or may hereafter be constructed within the Project (for a

maximum of two heli-skiing pads), recreational trails, and any and all buildings or improvements approved by Weber County to facilitate or accommodate the intended recreational uses within the Property.

- (B) The Easement Property shall be depicted on all approved plats that are recorded against any portion or all of the Property.
- (C) The purpose of the Easement is to preserve and protect in perpetuity the conservation values of the Easement Property. Thus, the Easement shall be binding upon Grantor and his successors in ownership of the Property forever.
- (D) The purpose of the Easement is also to assure that the Property will be retained predominantly in a condition that protects and enhances open space values which includes watershed protection to maintain water quality, critical winter and summer habitat for big game species and a variety of other wildlife, natural aesthetics and recreational and other such uses as are specifically provided for herein with the preservation and protection of said features and values; and that all uses of the Property will be designed to preserve, and minimize deterioration of, the Property in its present condition, which is evidenced by the baseline documentation attached hereto as Exhibit #2.
- (E) Nothing in this Easement, however, shall be construed to limit, prejudice or impair the rights of the owners of the building envelopes to use, improve, and enjoy those areas of land located within the building envelopes.

**2. Property Description; Reservation of Rights.** Of the approximately 525.55 acres comprising the Property, approximately 58.65 acres of the Property are not encumbered by the Easement (as depicted in the Project Maps in Exhibit #1 hereto). All areas of the Property that are not encumbered by the Easement may be developed and used by Grantor consistent with development approvals granted by Weber County. Without limiting the scope of the preceding sentence, Grantor reserves all rights to develop up to 13 single-family homes within approved building envelopes (or buildable areas) as depicted on the final plats. Each building envelope will consist of contiguous acreage with one home limited to 6,500 square feet of livable area, in any of the defined buildable areas, with road and utility access as defined in the final plat and subject to Weber County approval. The Easement also shall not encumber or limit the "Common Loop Trail" between Maple Canyon and Kelly Canyon. Grantor may record one or more subdivision plats against the Property, creating lots with one building envelope per lot, as approved by Weber County. At the present time, Grantor intends to obtain subdivision approval for six (6) single-family homes, with an option for a planning amendment for two additional homes within lots 4 and 5, as approved by Weber County. The approved lots and building envelopes will be depicted in the final subdivision plat. A remainder

parcel consisting of 200+ acres is intended to be subdivided and developed separately, with adequate access easements and, as necessary, roadways to and from the two subdivisions. The remainder parcel shall have easements for access to buildable areas within the remainder parcel that will be limited to five (5) homes, each restricted to 6,500 square feet of livable area.

3. **Affirmed Rights Conveyed by this Agreement.** The affirmative rights conveyed to the Trust by this Agreement include the following:

3.1 To identify, preserve and protect in perpetuity the conservation values of the Easement Property, subject to terms of this Agreement and without causing unnecessary or unreasonable interference with the use and development of those portions of the Property that are not encumbered by the Easement.

3.2 The ability of representatives of the Trust to enter upon the Easement Property after notification and permission is received from the Grantor, which permission shall not be unreasonably withheld or denied, to assist in the enforcement of the rights granted under this Agreement, and in connection therewith to inspect, observe, study, and make scientific observations of the Easement Property, all in a manner that will not unreasonably interfere with the proper uses being made of the Easement Property at the time of such entry. The Trust and its representatives, however, are not authorized to enter upon the building envelopes or other portions of the Property intended for private ownership and use.

3.3 It is the right of the Trust, in a reasonable manner and at reasonable times, to periodically place signs on the Easement Property enforcing the terms of this Agreement, preventing trespass, or to accomplish other purposes of this Agreement. Approval from Grantor must be obtained prior to the location and placement of any such signs.

4. **Permitted and Prohibited Uses and Practices.** The following permitted uses and practices, although not exhaustive, are permitted on or within the Easement Property so long as they are performed in a manner that is consistent with the purposes of this Agreement (i.e., to preserve the Easement Property and advance conservation values, and not cause or result in significant injury to, or destruction of, a conservation value):

4.1 **Use of the Easement Property.** Grantor intends that the Easement shall generally restrict the use and development of the Easement Property to uses that preserve its conservation values and other such uses as are consistent with protection of those conservation values and are not specifically prohibited herein; provided, however, that neither the Trust nor any of its successors or assigns shall conduct any activities, construct any improvements, or allow any uses that interfere with or adversely impact the private owners' use of their land and improvements within the building envelopes of the

Project, or otherwise impair the use, development or enjoyment of those portions of the Property that are not encumbered by the Easement. Grantor may apply for a permit as a Recreational Resort for the Project, including individual homeowners. The Project is intended to be a private recreational resort for the benefit of homeowners and guests while respecting the requirements to protect the habitat, environment, and other conservation values within the Easement Property.

#### 4.2 Buildings and Structures.

- (a) The Grantor reserves the rights to erect shelters or Yurt-type structures with small decks adjacent or close to trails for home owners to enjoy subject to the Sanctuary HOA (Home Owner Association) and Weber County planning approval. The Trust will be notified of any such shelter or structure prior to construction. Such shelters and structures shall be of a non-permanent nature.
- (b) Should the County require a water tank for culinary water or fire suppression purposes with waterlines for future homes, there will be no objection to their construction, and full time access shall be allowed for purposes of construction, maintenance, general upkeep, and repair of such improvements and facilities. If constructed, the intent is to bury underground as much of said water tank(s) and related improvements as reasonably possible.
- (c) Recreational outbuildings or barns may also be built within the identified building envelopes for individual home owners or for common use of owners of the Project, subject to Weber County planning approval and subject to Sanctuary HOA approval.
- (d) Lot 1, or building envelope 1 (named "Terraces"), may be incorporated as recreational support for the Project, subject to Weber County planning approval.
- (e) The gated entrance will prohibit public access unless such public or guests are invited in or otherwise have proper authorization or permission to enter the Project.
- (f) Homes will be limited in size to 6,500 square feet of livable area, excluding storage and garage space, which may be in addition to livable space allowances.
- (g) Development is limited to 13 single-family homes on designated building envelopes, subject to Weber County planning approval. Each building

envelope will be located within the defined buildable areas shown on the final plat.

- (h) All buildings and related structures must be contained within the defined building envelopes shown on the final plat.
- (i) All home owners in the Project may provide a fire break within a 200 foot perimeter of any structure within the designated building envelopes. In doing so, vegetation will be required to be retained that is considered safe for fire-protection purposes, which meets Sanctuary HOA approval.
- (j) The HOA shall establish an architectural committee that shall be responsible for approving all structures and shall be charged with enforcing the Declarations and Bylaws and as necessary the Easement. A representative shall serve as a member of this committee to provide input on Easement issues as well as to afford the Trust notice of any proposed improvement.

4.3 Land Division. None of the Easement Property shall be divided or subdivided in any manner. This provision, however, shall not be construed to limit or impair Grantor's intended subdivision of the Property to create separate home sites, consistent with the provisions of Section 2 of this Agreement, with the appropriate easements, roadways, utilities and service for the home sites.

4.4 Agricultural Use and Livestock Grazing. Agricultural use and livestock grazing is permitted on the Easement Property, so long as it does not degrade or destroy the wildlife habitat, and meets Weber County planning approval, and best practices guidelines provided by the Natural Resource Conservation Service and/or Division of Wildlife Resources.

4.5 Recreational Uses.

- (a) Recreational use of the Property, as determined by Grantor and approved by Weber County, is permitted, and includes an option to apply for a Recreational Resort permit for private use and for the benefit of homeowners and guests.
- (b) A conditional Heli Permit has been granted by Weber County for heli skiing operations. A second, or alternative site may be applied for subject to Weber County planning approval.
- (c) Homeowners within the Project may enjoy the designated Sanctuary trail system throughout the year, as referenced on the final plat(s) for the Project.

- (d) Equestrian uses in the Project are allowed on all designated trails and areas set aside for such purposes as noted on the final plat(s) for the Project, for the benefit of all homeowners and guests.
- (e) The Common Loop Trail (between Maple Canyon and Kelly Canyon) is for non-motorized use only for Green Hills home owners (a nearby project) and Sanctuary homeowners and guests.
- (f) Restrictions on recreational uses are as follows: no snowmobiles on the Property's habitat-sensitive trails as marked/defined, except in emergency situations. Trails marked to protect the habitat are closed to all motorized vehicles January 1 thru April 7 of each year, except in emergency situations. No single-seat ATV's are allowed on any trails for recreation use; limited access for maintenance by the Sanctuary HOA is acceptable. Side-by-side vehicles are accepted; however, restrictions apply to habitat-sensitive trails as noted above. No hunting at any time is allowed on the Property. No general public access to the Property is allowed, unless invited as a guest. No harassment of wildlife or interference with animal migration routes is allowed at any time (except for interference that may be caused by constructing dwellings within the approved building areas).

4.7 Vegetation Removal. Vegetation removal is only permitted for fire prevention purposes and for habitat improvement, subject to approval from the Trust or authorized by the Utah Division of Wildlife Resources or the Natural Resource Conservation Service. Eradication of Utah State listed noxious weeds is encouraged, and shall be addressed annually by the Sanctuary HOA. The HOA is encouraged to work with Utah state agencies on best practices to eradicate or limit the spread of noxious weeds. Agreed trails as herein designated and described may be cut, cleared, and maintained as necessary by Grantor or Grantor's assignees.

4.8 Fences. Fences are prohibited across or within any portion of the Easement Property, except as authorized in advance by Grantor. Fences should be limited and of a type that does not interfere with the natural migration patterns of wildlife, nor of a type that is injurious to wildlife when crossing.

4.9 Roads or Trails. Road construction, as approved by Weber County planning or as indicated on the final plat(s) is permitted. Potential roads are defined on the Plat to include 50-foot-wide easements, which includes underground utilities. Additional trails may also be constructed, as indicated on the Plat(s); provided, however, that advance notice must first be provided to the Trust, and the additional trails shall not violate the conservation purposes of this Agreement.

4.10 Clearing and Grading. Clearing, grading, or other movement of the natural topography of the Easement Property is prohibited, except for wildlife habitat improvement, safety purposes, ranch maintenance, and/or construction of defined roads or trails as designated on the final plat(s). For any other purpose, written approval by the Trust must be obtained in advance.

5. **Baseline Inventory.** An inventory and outline of the present condition of wildlife and wildlife habitat, open space, and other vegetation on or within the Easement Property has been prepared and documented, and is incorporated as part of this Agreement (See Exhibit #2 attached hereto).

6. **Enforcement.** The Parties, and their respective successors and assigns, shall have the right to enforce this Agreement, and shall be entitled to seek any and all appropriate remedies available at law or in equity. Each party's obligations under this Agreement are unique, and it would be extremely impracticable to measure in full all of the resulting damages in the event there is a breach of this Agreement by either party. Therefore, the Parties acknowledge and agree that either party may, in addition to any other available rights or remedies, sue in equity for specific performance and each party hereby expressly waives the defense that a remedy in damages will be adequate (without, however, waiving its right to pursue the remedy of damages if it elects to do so). The prevailing party in any enforcement action or arbitration shall be entitled to costs and attorney's fees including all damages permitted at law.

7. **Payment of Costs, Taxes or Assessments.** Grantor (or his successors or assigns) shall bear all costs of operation, upkeep, maintenance, and taxes of the Property, and Grantor does hereby indemnify the Trust therefrom; provided, however, that the Trust shall be responsible for its own costs and expenses incurred in relation to its own use and maintenance of the Easement Property, as well as any and all costs incurred by the Trust in enforcing the use restrictions of the Easement (except as otherwise provided in Section 6 above. Grantor's payment obligations, as set forth in this provision, may be transferred or assigned to owners of home sites in the Project or to the Sanctuary HOA.

8. **Assignment.** The Trust may not assign this Easement, unless (1) the Trust shall require, as a condition of such transfer, that the conservation purposes as described in Paragraph 1 continue to be carried out; and (2) any assignment shall be made only to an organization qualified at the time of transfer as an eligible donee under the Internal Revenue code, or any regulations thereunder.

9. **Extinguishment.** Grantor and the Trust agree that the donation of the Conservation Easement granted hereby gives rise to a property right, immediately vested in the Trust, with a fair market value equal to the proportionate value that the



Conservation Easement, at the time of the donation, bears to the value of the Property at the time. If a change in conditions gives rise to an extinguishment of the Conservation Easement by judicial proceedings, or in such manner as permitted by law, the Trust, on a subsequent sale, exchange, or voluntary conversion of the Property, is entitled to a portion of the proceeds equal to that proportionate value of the Conservation Easement, which proceeds shall be used in a manner consistent with the conservation purposes of this Agreement. Whenever all or part of the Property is taken in exercise of eminent domain, the public, corporate, or other authority, as to abrogate the restriction imposed by this Agreement, the Grantors and the Trust shall join in appropriate actions at the time of taking to recover the full value of the taking and all incidental or direct damages resulting from the taking. All expenses incurred by Grantor and the Trust in this action shall be paid out of the recoverable proceeds. Any other monies received relating to the subject matter of this paragraph shall be paid to the Grantor.

**10. Easement Granted in Perpetuity.** The Easement shall be a burden upon and shall run with the Easement Property in perpetuity and shall bind Grantor and Grantor's successors in ownership and/or use of the Easement Property forever.

**11. Development Rights.** Grantor hereby grants to the Trust all of the development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Easement Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property. This provision shall not be construed to impair, limit, or otherwise cause any prejudice to Grantor's rights to develop and subdivide the Property as described in Section 2 of this Agreement.

**12. Definitions.**

12.1 Grantor. The term "Grantor" as used herein, shall mean Timothy Patrick Charlwood and his successors in ownership, interest, and/or use of the Property, including assigns, tenants, lessees, and licensees.

12.2 Trust. The term "Trust" as used herein, shall mean the Ogden Valley Land Trust and its permitted successors and assigns under paragraph 8.

12.3 Existing. The term "existing" as used herein shall mean existing at the time of the signing of this Agreement.

12.4 Plat. The term plat, as used herein, shall mean the final plat(s) for all or a portion of the Property, prepared by Hansen & Associates, Inc., to be recorded in the Weber County Recorder's Office.

### 13. Miscellaneous.

13.1 Severability. If any provision of this Agreement or the application thereof to any person or circumstance is found to be invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances, other than those to which provisions or application is found to be invalid, shall not be affected.

13.2 Reference in Subsequent Documents. Reference to the Easement shall be made in a separate paragraph of any subsequent deed or other legal instrument by which any interest (including a leasehold interest) in the Property is conveyed, and said reference shall include the recording data of this Agreement. Failure to comply with this requirement shall not adversely affect the Trust's rights under this Agreement in any way.

13.3 No Public Rights. This Agreement creates no right in the general public of physical access to or on any portion of the Property.

13.4 Charitable Contribution. The parties hereto intend that the Easement qualify under the Internal Revenue Code as a deductible charitable contribution for federal and state income, gift, estate, and inheritance tax purposes. The provisions of this Agreement shall be construed accordingly. To wit, upon execution of this Agreement, a donation of \$2,500.00 shall be made to the Trust by Grantor within 30 days after execution. Also, upon closing of the purchase of a lot within Sanctuary, the owner of each lot within Sanctuary shall pay an annual fee of \$250.00 for each lot to allow for the continued maintenance and enforcement of the Easement. Thereafter, this annual fee shall be paid no later than August 1<sup>st</sup> of each year. This fee shall be paid to the Home Owner's Association, its predecessor, or its assigns and then it shall be paid to the Trust. The Association shall be responsible for collecting this amount from the owners and transferring the fees paid to the Trust by December 1<sup>st</sup> of each year. The \$250.00 annual fee will be reviewed every five years on January 1, and will change according to the percentage of increase in the inflation rate tied to the Consumer Price Index (CPI); however, in no circumstance will the fee be reduced below \$250.00 annually.

13.5 Recording; Priority. This Agreement shall be recorded against the Property in the Weber County Recorder's Office within ten days after it has been executed by all parties. This Agreement shall have priority over all subsequently-recorded instruments and agreements, unless it is subordinated pursuant to a written subordination agreement approved in advance by the Trust and duly recorded against the Property. This Agreement shall be junior in priority, and subject to, any and all existing liens, encumbrances and agreements recorded against the Property prior to the recordation of this Agreement. When the Declaration for Sanctuary is recorded, this Agreement shall be attached as an exhibit to that document.

13.6 Authority to Sign. Each person executing this Agreement certifies that he or she is duly authorized to execute this Agreement on behalf of the party for which he or she is signing, and that person has the authority to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, Grantor and the Trust have executed this Agreement effective the day and year first written above.

**GRANTOR:**

  
\_\_\_\_\_  
Timothy Patrick Charlwood

**THE TRUST:**

Ogden Valley Land Trust

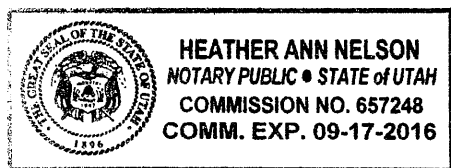
By: Solene Smith  
It: Solene Smith, Chair

State of Utah            )  
                                  :SS  
County of Weber        )

The foregoing instrument was acknowledged before me this 10th of December, 2012, by **Timothy Patrick Charlwood**, as the Grantor in the foregoing Agreement.

  
\_\_\_\_\_  
NOTARY PUBLIC

SEAL:

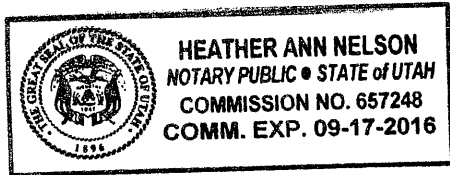


State of Utah )  
 :SS  
County of Weber )

The foregoing instrument was acknowledged before me this 10th  
of December, 2012, by Jolene Smith, as the Chair of the **Ogden Valley  
Land Trust**, identified as the Trust in the foregoing Agreement.

Heather Ann Nelson  
NOTARY PUBLIC

SEAL:

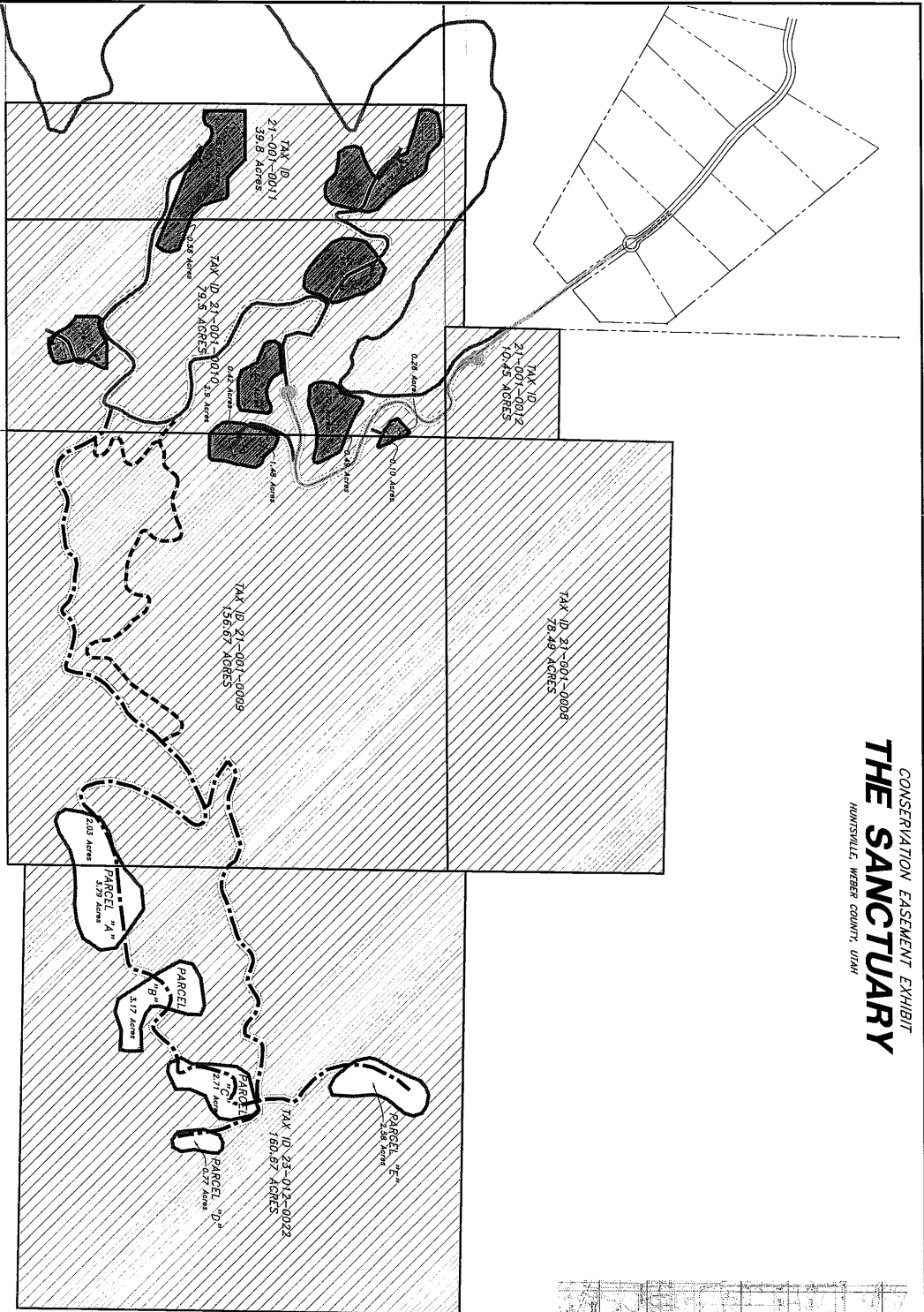


**EXHIBIT #1**  
**(Project Maps – The Sanctuary)**

Attached.

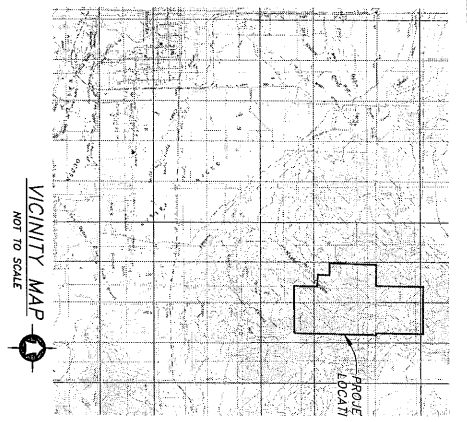
# CONSERVATION EASEMENT EXHIBIT THE SANCTUARY

HUNTSVILLE, WEBER COUNTY, UTAH



**PETER HANSEN & ASSOCIATES, INC.**  
 350 North Main  
 Brigham City, Utah 84302  
 (435) 733-1461  
 (435) 733-1462  
 (435) 733-1463  
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 (435) 733-1499  
 (435) 733-1500

TAX ID NUMBER	DEED ACREAGE	SURVEY ACREAGE	LIMITED BUILDING AREA	ROADS & TRAILS AREA	CONSERVATION EASEMENT AREA	CONSERVATION EASEMENT %
TAX ID 21-001-0008	80± ACRES	78.49 ACRES	0.00 ACRES	0.00 ACRES	78.49 ACRES	100.00%
TAX ID 21-001-0009	156.55± ACRES	156.67 ACRES	4.10 ACRES	8.64 ACRES	143.93 ACRES	91.87%
TAX ID 21-001-0010	78.27± ACRES	79.52 ACRES	9.27 ACRES	7.17 ACRES	63.08 ACRES	79.33%
TAX ID 21-001-0011	39.13± ACRES	39.75 ACRES	7.59 ACRES	3.73 ACRES	28.43 ACRES	71.52%
TAX ID 21-001-0012	10.05± ACRES	10.45 ACRES	0.00 ACRES	1.12 ACRES	9.33 ACRES	89.28%
TAX ID 23-012-0022	160± ACRES	160.67 ACRES	13.02 ACRES	4.00 ACRES	143.65 ACRES	89.41%
<b>TOTALS</b>	<b>524.02± ACRES</b>	<b>525.55 ACRES</b>	<b>33.98 ACRES</b>	<b>24.56 ACRES</b>	<b>468.91 ACRES</b>	<b>89.44%</b>



- LEGEND:**
- 50' Private Roadway
  - 50' Private Driveway E
  - East 12' wide Green Loop Trail
  - Proposed 12' wide Equestrian/Nordic Trail
  - Future 50' Private Road
  - Minimum Building Envelope (75 x 100')
  - Future Building Envelope (Less than 25% slope)
  - Future Building Area (Less than 25% slope)
  - Conservation Easement (Excludes Limited Build Area, Roads, and Trails)

NOTE:  
 NO SNOWMOBILE OR SINGLE SEAT  
 ANY ALLOWED ON ANY TRAILS

Scale: 1" = 300'  
 0 300 600  
 Feet  
 Scale in Feet

LOT 4 WITHIN TAX ID 21-001-0011

A PART OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE  
SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST  
OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 704.30 FEET  
ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH 90°00'00" EAST  
152.81 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE NORTH 89°51'56" WEST 85.72 FEET; THENCE NORTH  
67°56'04" WEST 26.60 FEET; THENCE NORTH 14°29'44" WEST 54.17 FEET;  
THENCE NORTH 07°33'19" WEST 89.54 FEET; THENCE NORTH 22°28'16"  
EAST 50.34 FEET; THENCE NORTH 49°05'23" EAST 30.31 FEET; THENCE  
NORTH 47°04'48" EAST 42.63 FEET; THENCE NORTH 15°02'42" EAST 58.60  
FEET; THENCE NORTH 07°15'27" EAST 42.98 FEET; THENCE NORTH  
44°20'37" EAST 51.23 FEET; THENCE NORTH 59°53'23" EAST 118.61 FEET;  
THENCE NORTH 51°35'47" EAST 123.21 FEET; THENCE NORTH 40°53'40"  
EAST 84.01 FEET; THENCE NORTH 73°49'37" EAST 61.86 FEET; THENCE  
SOUTH 78°19'35" EAST 96.81 FEET; THENCE SOUTH 76°26'55" EAST  
128.09 FEET; THENCE SOUTH 45°08'17" EAST 47.72 FEET; THENCE  
SOUTH 05°46'51" EAST 53.48 FEET; THENCE SOUTH 17°04'32" WEST 48.25  
FEET; THENCE SOUTH 52°00'03" WEST 43.54 FEET; THENCE SOUTH  
40°44'28" WEST 24.56 FEET; THENCE SOUTH 11°54'38" WEST 84.98 FEET;  
THENCE SOUTH 03°44'04" WEST 43.16 FEET; THENCE SOUTH 56°41'59"  
WEST 53.38 FEET; THENCE SOUTH 79°49'40" WEST 51.90 FEET; THENCE  
NORTH 69°12'29" WEST 39.42 FEET; THENCE NORTH 16°51'46" WEST  
63.77 FEET; THENCE NORTH 27°22'38" WEST 81.50 FEET; THENCE  
NORTH 29°29'50" WEST 26.42 FEET; THENCE NORTH 49°41'48" WEST  
16.88 FEET; THENCE NORTH 66°06'33" WEST 24.70 FEET; THENCE  
SOUTH 55°02'06" WEST 17.00 FEET; THENCE SOUTH 36°52'03" WEST  
113.18 FEET; THENCE SOUTH 56°09'16" WEST 61.88 FEET; THENCE  
SOUTH 69°01'46" WEST 44.13 FEET; THENCE SOUTH 17°06'47" WEST  
52.41 FEET; THENCE SOUTH 18°13'14" WEST 97.59 FEET; THENCE  
SOUTH 12°54'13" WEST 107.44 FEET TO THE POINT OF BEGINNING.  
CONTAINING 3.99 ACRES.

LOT 5 WITHIN TAX ID 21-001-0011

A PART OF THE NORTH ONE HALF OF THE SOUTH ONE HALF OF THE  
SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST  
OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 701.84 FEET  
ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH 90°00'00" EAST  
1199.86 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE NORTH 00°00'00" WEST 289.22 FEET; THENCE  
NORTH 43°34'49" EAST 153.01 FEET; THENCE NORTH 00°58'46" WEST  
106.24 FEET; THENCE NORTH 40°24'22" EAST 22.90 FEET; THENCE  
NORTH 75°05'20" EAST 60.54 FEET; THENCE NORTH 71°58'56" EAST 81.73  
FEET; THENCE NORTH 47°02'49" EAST 64.08 FEET; THENCE NORTH  
66°09'00" EAST 11.99 FEET; THENCE NORTH 21°52'05" EAST 41.77 FEET;  
THENCE NORTH 89°53'37" EAST 140.06 FEET; THENCE SOUTH 21°39'30"  
WEST 299.81 FEET; THENCE SOUTH 36°19'37" WEST 59.99 FEET;  
THENCE SOUTH 43°10'05" WEST 50.50 FEET; THENCE SOUTH 41°12'50"  
WEST 22.21 FEET; THENCE SOUTH 20°24'47" WEST 43.19 FEET; THENCE  
SOUTH 41°25'57" WEST 75.85 FEET; THENCE SOUTH 15°59'12" WEST  
38.39 FEET; THENCE SOUTH 12°48'43" EAST 39.31 FEET; THENCE SOUTH  
48°30'41" EAST 37.87 FEET; THENCE SOUTH 10°11'03" EAST 36.28 FEET;  
THENCE SOUTH 05°23'43" WEST 38.94 FEET; THENCE NORTH 89°51'56"  
WEST 236.85 FEET TO THE POINT OF BEGINNING. CONTAINING 3.60  
ACRES.



LOT 5 WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 664.70 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND SOUTH 89°51'57" EAST 1527.93 FEET AND NORTH 00°00'00" EAST 692.62 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE NORTH 21°52'05" EAST 190.99 FEET; THENCE NORTH 70°11'20" EAST 48.53 FEET; THENCE SOUTH 81°07'21" EAST 47.28 FEET; THENCE SOUTH 51°02'33" EAST 49.12 FEET; THENCE SOUTH 21°39'30" WEST 167.04 FEET; THENCE SOUTH 89°53'37" WEST 140.06 FEET TO THE POINT OF BEGINNING. CONTAINING 0.58 ACRES.

LOT 3 HOUSE PAD WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED 00°08'47" WEST 1462.64 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH 90°00'00" EAST 619.11 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE NORTH 87°03'55" WEST 81.79 FEET; THENCE NORTH 75°44'25" WEST 63.75 FEET; THENCE NORTH 41°59'50" WEST 70.43 FEET; THENCE NORTH 33°48'24" WEST 129.38 FEET; THENCE NORTH 22°44'32" EAST 86.83 FEET; THENCE NORTH 50°41'18" EAST 63.05 FEET; THENCE NORTH 59°33'20" EAST 56.38 FEET; THENCE NORTH 79°43'01" EAST 46.83 FEET; THENCE NORTH 63°38'03" EAST 31.20 FEET; THENCE NORTH 71°11'32" EAST 86.40 FEET; THENCE NORTH 82°03'04" EAST 35.58 FEET; THENCE SOUTH 56°51'01" EAST 40.34 FEET; THENCE SOUTH 57°57'43" EAST 49.90 FEET; THENCE SOUTH 79°13'22" EAST 37.54 FEET; THENCE SOUTH 70°56'28" EAST 33.48 FEET; THENCE SOUTH 40°20'25" EAST 39.80 FEET; THENCE SOUTH 06°26'39" WEST 69.20 FEET; THENCE SOUTH 32°28'49" WEST 68.26 FEET; THENCE SOUTH 41°45'22" WEST 130.54 FEET; THENCE SOUTH 45°03'05" WEST 50.23 FEET; THENCE SOUTH 66°31'27" WEST 68.56 FEET TO THE POINT OF BEGINNING. CONTAINING 2.96 ACRES.

## LOT 3 EQUINE PAD WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH  $00^{\circ}08'47''$  WEST 2640.86 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH  $90^{\circ}00'00''$  EAST 600.07 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE SOUTH  $89^{\circ}16'48''$  EAST 174.90 FEET; THENCE SOUTH  $07^{\circ}32'02''$  EAST 59.85 FEET; THENCE SOUTH  $17^{\circ}25'31''$  EAST 56.34 FEET; THENCE SOUTH  $20^{\circ}00'42''$  EAST 70.25 FEET; THENCE SOUTH  $05^{\circ}48'32''$  EAST 29.18 FEET; THENCE SOUTH  $13^{\circ}23'36''$  WEST 32.25 FEET; THENCE SOUTH  $01^{\circ}49'29''$  EAST 36.60 FEET; THENCE SOUTH  $14^{\circ}21'10''$  WEST 17.61 FEET; THENCE SOUTH  $51^{\circ}58'57''$  WEST 28.75 FEET; THENCE SOUTH  $79^{\circ}40'01''$  WEST 46.94 FEET; THENCE NORTH  $83^{\circ}21'08''$  WEST 65.20 FEET; THENCE NORTH  $60^{\circ}59'24''$  WEST 27.40 FEET; THENCE NORTH  $44^{\circ}00'55''$  WEST 52.15 FEET; THENCE NORTH  $69^{\circ}21'50''$  WEST 57.75 FEET; THENCE NORTH  $73^{\circ}20'59''$  WEST 42.06 FEET; THENCE NORTH  $65^{\circ}54'19''$  WEST 24.18 FEET; THENCE NORTH  $30^{\circ}47'35''$  WEST 15.88 FEET; THENCE NORTH  $16^{\circ}59'21''$  EAST 21.37 FEET; THENCE NORTH  $34^{\circ}25'28''$  EAST 74.60 FEET; THENCE NORTH  $24^{\circ}44'12''$  EAST 62.31 FEET; THENCE NORTH  $22^{\circ}07'56''$  EAST 74.11 FEET; TO THE POINT OF BEGINNING.  
CONTAINING 1.72 ACRES.

## LOT 3 EAST PAD WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH  $00^{\circ}08'47''$  WEST 2506.92 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH  $90^{\circ}00'00''$  EAST 1068.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE SOUTH  $83^{\circ}43'21''$  EAST 163.88 FEET; THENCE SOUTH  $33^{\circ}34'29''$  EAST 33.11 FEET; THENCE SOUTH  $00^{\circ}04'06''$  EAST 147.22 FEET; THENCE SOUTH  $19^{\circ}43'52''$  WEST 65.16 FEET; THENCE SOUTH  $62^{\circ}44'54''$  WEST 105.20 FEET; THENCE SOUTH  $22^{\circ}27'37''$  WEST 121.03 FEET; THENCE SOUTH  $60^{\circ}21'51''$  WEST 28.17 FEET; THENCE SOUTH  $86^{\circ}59'18''$

WEST 39.85 FEET; THENCE NORTH 50°49'23" WEST 31.37 FEET; THENCE NORTH 04°27'02" WEST 164.54 FEET; THENCE NORTH 69°44'40" EAST 14.45 FEET; THENCE NORTH 57°55'33" EAST 39.03 FEET; THENCE NORTH 40°33'26" EAST 39.48 FEET; THENCE NORTH 19°46'12" EAST 54.29 FEET; THENCE NORTH 04°02'47" WEST 53.01 FEET; THENCE NORTH 26°17'45" WEST 47.32 FEET; THENCE NORTH 02°47'44" EAST 30.72 FEET; THENCE NORTH 46°45'32" EAST 19.61 FEET TO THE POINT OF BEGINNING. CONTAINING OR 1.60 ACRES.

LOT 1 WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 2645.17 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH 90°00'00" EAST 256.81 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE SOUTH 89°16'48" EAST 127.64 FEET; THENCE SOUTH 23°14'29" WEST 33.97 FEET; THENCE SOUTH 36°04'01" WEST 70.00 FEET; THENCE SOUTH 54°42'03" WEST 18.58 FEET; THENCE SOUTH 74°11'35" WEST 29.88 FEET; THENCE NORTH 41°21'21" WEST 108.05 FEET; THENCE NORTH 55°14'32" EAST 40.36 FEET; THENCE NORTH 65°27'32" EAST 10.05 FEET TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES.

LOT 2 WITHIN TAX ID 21-001-0010

A PART OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 2635.60 FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH 90°00'00" EAST 1018.06 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE SOUTH 89°16'48" EAST 396.56 FEET; THENCE SOUTH 19°09'14" WEST 4.13 FEET; THENCE SOUTH 48°09'43" WEST 89.49 FEET; THENCE SOUTH 77°35'34" WEST 29.41 FEET; THENCE NORTH 84°10'18" WEST 96.17 FEET; THENCE NORTH 71°32'50" WEST 62.87 FEET; THENCE

NORTH 81°56'54" WEST 62.57 FEET; THENCE NORTH 66°09'47" WEST 90.22 FEET TO THE POINT OF BEGINNING. CONTAINING 0.41 ACRES.

LOT 6 WITHIN TAX ID 21-001-0010

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 1933.16 FEET ALONG THE WEST LINE OF SAID SECITON AND NORTH 90°00'00" EAST 2094.55 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE NORTH 60°07'10" WEST 24.13 FEET; THENCE NORTH 19°17'54" EAST 28.11 FEET; THENCE NORTH 12°07'45" WEST 55.64 FEET; THENCE NORTH 32°05'02" WEST 39.40 FEET; THENCE NORTH 22°27'09" WEST 43.82 FEET; THENCE NORTH 00°36'43" EAST 140.93 FEET; THENCE NORTH 89°41'32" EAST 21.44 FEET; THENCE SOUTH 66°48'01" EAST 24.70 FEET; THENCE SOUTH 61°52'38" EAST 55.71 FEET; THENCE SOUTH 75°55'45" EAST 75.76 FEET; THENCE NORTH 76°14'35" EAST 57.09 FEET; THENCE NORTH 79°10'06" EAST 67.56 FEET; THENCE SOUTH 63°51'01" EAST 28.61 FEET; THENCE SOUTH 27°33'58" EAST 54.54 FEET; THENCE SOUTH 08°28'40" EAST 54.23 FEET; THENCE SOUTH 05°27'21" WEST 28.46 FEET; THENCE SOUTH 52°14'21" WEST 71.98 FEET; THENCE SOUTH 68°10'11" WEST 22.05 FEET; THENCE SOUTH 57°53'59" WEST 45.53 FEET; THENCE SOUTH 46°09'17" WEST 26.45 FEET; THENCE SOUTH 34°42'37" WEST 51.10 FEET; THENCE SOUTH 89°59'54" WEST 121.18 FEET; TO THE POINT OF BEGINNING. CONTAINING 1.74 ACRES.

LOT 1 WITHIN TAX ID 21-001-0009

A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 2645.17  
FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH  
90°00'00" EAST 256.81 FEET FROM THE SOUTHWEST CORNER OF SAID  
SECTION 3.

RUNNING THENCE NORTH 65°27'32" EAST 17.39 FEET; THENCE NORTH  
80°09'44" EAST 24.10 FEET; THENCE NORTH 58°44'02" EAST 51.98 FEET;  
THENCE NORTH 65°50'02" EAST 58.23 FEET; THENCE NORTH 71°37'51"  
EAST 7.84 FEET; THENCE SOUTH 37°13'51" EAST 12.16 FEET; THENCE  
SOUTH 23°14'29" WEST 61.55 FEET; THENCE NORTH 89°16'48" WEST  
127.64 FEET TO THE POINT OF BEGINNING. CONTAINING 0.10 ACRES.

LOT 2 WITHIN TAX ID 21-001-0009

A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 2635.60  
FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH  
90°00'00" EAST 1018.06 FEET FROM THE SOUTHWEST CORNER OF SAID  
SECTION 3.

RUNNING THENCE NORTH 66°09'47" WEST 0.50 FEET; THENCE NORTH  
29°05'00" WEST 17.99 FEET; THENCE NORTH 19°34'08" EAST 54.90 FEET;  
THENCE NORTH 33°11'48" EAST 21.58 FEET; THENCE NORTH 54°36'25"  
EAST 32.52 FEET; THENCE NORTH 38°54'01" EAST 53.14 FEET; THENCE  
NORTH 18°32'00" EAST 22.35 FEET; THENCE NORTH 43°39'52" EAST 17.79  
FEET; THENCE NORTH 61°18'00" EAST 34.16 FEET; THENCE SOUTH  
77°53'33" EAST 187.25 FEET; THENCE SOUTH 86°54'08" EAST 66.23 FEET;  
THENCE SOUTH 53°07'53" EAST 31.08 FEET; THENCE SOUTH 00°36'38"  
WEST 121.46 FEET; THENCE SOUTH 19°09'14" WEST 19.79 FEET;  
THENCE NORTH 89°16'48" WEST 396.56 FEET TO THE POINT OF  
BEGINNING. CONTAINING 1.48 ACRES.

LOT 3 WITHIN TAX ID 21-001-0009

A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED NORTH 00°08'47" WEST 2640.86  
FEET ALONG THE WEST LINE OF SAID SECTION 3 AND NORTH  
90°00'00" EAST 600.07 FEET FROM THE SOUTHWEST CORNER OF SAID  
SECTION 3.

RUNNING THENCE NORTH 20°12'08" EAST 100.01 FEET; THENCE  
NORTH 62°05'33" EAST 138.22 FEET; THENCE SOUTH 64°10'12" EAST  
45.85 FEET; THENCE SOUTH 14°53'09" WEST 73.22 FEET; THENCE  
SOUTH 03°46'17" WEST 68.35 FEET; THENCE SOUTH 07°32'02" EAST 1.82  
FEET; THENCE NORTH 89°16'48" WEST 174.90 FEET TO THE POINT OF  
BEGINNING. CONTAINING 0.49 ACRES.

PARCEL "A" WITHIN TAX ID 23-012-0022

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 2052.60 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 FROM THE SOUTHWEST CORNER OF SAID SECTION 34.

RUNNING THENCE NORTH 28°46'14" WEST 14.69 FEET; THENCE NORTH 40°41'16" WEST 157.22 FEET; THENCE NORTH 05°51'26" WEST 124.75 FEET; THENCE NORTH 34°42'01" EAST 167.29 FEET; THENCE NORTH 37°00'24" EAST 119.79 FEET; THENCE NORTH 81°13'35" EAST 92.57 FEET; THENCE SOUTH 55°36'42" EAST 126.38 FEET; THENCE SOUTH 21°31'38" EAST 101.15 FEET; THENCE SOUTH 07°20'34" EAST 107.21 FEET; THENCE SOUTH 03°11'13" WEST 104.85 FEET; THENCE SOUTH 03°14'11" EAST 121.54 FEET; THENCE SOUTH 14°17'38" EAST 9.42 FEET; THENCE NORTH 89°19'49" WEST 295.02 FEET TO THE POINT OF BEGINNING. CONTAINING 3.79 ACRES.

PARCEL "B" WITHIN TAX ID 23-012-0022

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 1714.43 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND NORTH 00°00'00" EAST 563.88 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34.

RUNNING THENCE NORTH 77°05'56" WEST 79.14 FEET; THENCE NORTH 30°40'55" WEST 94.88 FEET; THENCE NORTH 07°30'58" WEST 167.32 FEET; THENCE NORTH 22°51'40" EAST 59.14 FEET; THENCE SOUTH 87°33'54" EAST 79.96 FEET; THENCE SOUTH 74°32'23" EAST 139.12 FEET; THENCE SOUTH 74°41'03" EAST 32.70 FEET; THENCE NORTH 89°47'52" EAST 49.60 FEET; THENCE NORTH 36°10'44" EAST 62.69 FEET; THENCE NORTH 19°24'46" EAST 84.70 FEET; THENCE NORTH 10°00'34" WEST 23.96 FEET; THENCE NORTH 01°38'52" WEST 110.79 FEET; THENCE NORTH 87°30'37" EAST 44.12 FEET; THENCE NORTH 89°47'01" EAST 44.06 FEET; THENCE SOUTH 79°56'15" EAST 41.98 FEET; THENCE SOUTH 03°24'06" WEST 116.25 FEET; THENCE SOUTH 18°35'35" EAST 117.04 FEET; THENCE SOUTH 14°54'26" WEST 79.58 FEET; THENCE SOUTH 57°14'20" WEST 160.37 FEET; THENCE SOUTH 57°14'02" WEST 139.86 FEET; THENCE SOUTH 61°01'26" WEST 131.91 FEET TO THE POINT OF BEGINNING. CONTAINING 3.17 ACRES.

PARCEL "C" WITHIN TAX ID 23-012-0022

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 1375.34 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND NORTH 00°00'00" EAST 1188.34 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34.

RUNNING THENCE NORTH 57°21'39" WEST 83.01 FEET; THENCE NORTH 14°29'30" WEST 132.62 FEET; THENCE NORTH 18°57'58" WEST 89.31 FEET; THENCE NORTH 51°37'50" EAST 48.45 FEET; THENCE NORTH 76°48'31" EAST 132.31 FEET; THENCE SOUTH 81°45'23" EAST 69.64 FEET; THENCE SOUTH 41°55'50" EAST 73.78 FEET; THENCE SOUTH 24°41'52" EAST 87.40 FEET; THENCE SOUTH 66°47'52" EAST 94.49 FEET; THENCE NORTH 89°52'26" EAST 89.06 FEET; THENCE SOUTH 24°07'53" EAST 114.40 FEET; THENCE SOUTH 08°14'54" WEST 49.23 FEET; THENCE SOUTH 63°40'48" WEST 79.89 FEET; THENCE NORTH 61°12'01" WEST 77.67 FEET; THENCE NORTH 89°37'06" WEST 120.08 FEET; THENCE NORTH 84°35'54" WEST 145.94 FEET TO THE POINT OF BEGINNING. CONTAINING 2.71 ACRES.

PARCEL "D" WITHIN TAX ID 23-012-0022

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 1570.20 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND NORTH 00°00'00" EAST 1566.47 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34.

RUNNING THENCE NORTH 70°24'03" WEST 96.04 FEET; THENCE NORTH 27°10'52" WEST 49.86 FEET; THENCE NORTH 00°00'00" EAST 0.00 FEET; THENCE NORTH 08°38'57" EAST 42.91 FEET; THENCE NORTH 49°21'36" EAST 33.24 FEET; THENCE SOUTH 85°56'39" EAST 50.21 FEET; THENCE SOUTH 79°18'19" EAST 92.69 FEET; THENCE NORTH 81°30'37" EAST 78.43 FEET; THENCE SOUTH 62°34'00" EAST 54.73 FEET; THENCE SOUTH 07°42'45" EAST 44.71 FEET; THENCE SOUTH 34°51'36" WEST 53.92 FEET; THENCE SOUTH 81°03'51" WEST 57.23 FEET; THENCE SOUTH 85°10'02" WEST 104.74 FEET TO THE POINT OF BEGINNING. CONTAINING 0.77 ACRES.



PARCEL "E" WITHIN TAX ID 23-012-0022

A PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 7 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 577.07 FEET ALONG THE SOUTH LINE OF SAID SECTION 34 AND NORTH 00°00'00" EAST 1121.98 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 34.

RUNNING THENCE NORTH 74°18'55" WEST 49.25 FEET; THENCE NORTH 60°50'36" WEST 123.84 FEET; THENCE NORTH 65°58'11" WEST 102.27 FEET; THENCE NORTH 68°44'34" WEST 56.24 FEET; THENCE NORTH 41°52'05" WEST 48.61 FEET; THENCE NORTH 21°11'46" WEST 51.77 FEET; THENCE NORTH 10°00'16" EAST 64.65 FEET; THENCE NORTH 31°25'15" EAST 52.66 FEET; THENCE NORTH 72°20'39" EAST 57.62 FEET; THENCE SOUTH 71°49'41" EAST 56.04 FEET; THENCE SOUTH 50°47'09" EAST 127.06 FEET; THENCE SOUTH 67°02'05" EAST 65.80 FEET; THENCE SOUTH 86°32'29" EAST 39.17 FEET; THENCE NORTH 84°57'11" EAST 106.86 FEET; THENCE SOUTH 86°48'25" EAST 126.60 FEET; THENCE SOUTH 22°33'20" EAST 49.06 FEET; THENCE SOUTH 28°52'30" WEST 70.19 FEET; THENCE SOUTH 50°22'42" WEST 118.88 FEET; THENCE SOUTH 61°24'42" WEST 51.72 FEET; THENCE SOUTH 78°07'26" WEST 74.81 FEET TO THE POINT OF BEGINNING. CONTAINING 2.58 ACRES.

NORTH PARCEL WITHIN TAX ID 21-001-0009

A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 6 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 89°19'33" EAST 1945.02 FEET ALONG THE NORTH LINE OF SAID SECTION 3 FROM THE NORTHWEST CORNER OF SAID SECTION 3.

RUNNING THENCE SOUTH 89°19'49" EAST 295.02 FEET; THENCE SOUTH 14°17'38" EAST 92.60 FEET; THENCE SOUTH 31°48'56" EAST 121.83 FEET; THENCE SOUTH 18°23'55" EAST 75.53 FEET; THENCE SOUTH 21°51'09" WEST 45.51 FEET; THENCE SOUTH 57°38'14" WEST 51.38 FEET; THENCE NORTH 80°56'58" WEST 101.03 FEET; THENCE NORTH 72°17'26" WEST 110.74 FEET; THENCE NORTH 32°48'31" WEST 106.33 FEET; THENCE NORTH 13°55'26" WEST 91.16 FEET; THENCE NORTH 28°46'14" WEST 126.27 FEET TO THE POINT OF BEGINNING. CONTAINING 2.03 ACRES.

**EXHIBIT #2**  
**(Baseline Inventory – The Sanctuary)**

by  
JODY SMITH/SHANNA FRANCIS  
OGDEN VALLY LAND TRUST

Introduction

An ecological and scenic resource analysis for the 466.90 acre property known as Sanctuary was conducted in the fall of 2012. The purpose of this Inventory was to survey the property and to document the status and condition of the property to a degree that facilitates monitoring and enforcement of the conservation easement. An inventory of the biotic and abiotic characteristics, as well as assessment of past and present uses can be found in the following report.

Physical Attributes of the Property

Location

Sanctuary is located in the northeast part of Weber County approximately 4 miles east of Huntsville, Utah. It is accessed by Utah State Road 39, 9000 E 100 S and Maple Drive. Utah State Road 39 has been designated a State Scenic Byway. The property is fully gated and secure. A portion of the easement is bounded on the southeast and west by Green Hills, Kelly Canyon and Utah State Division of Wildlife Resources including Middle Fork Canyon on the north and Beaver Creek to the east. Sanctuary on the entire north side constitutes a very important wildlife corridor and winter range area as well as over 10,000 acres of Wildlife Management Land.

Sanctuary is a private family living, resort and corporate enclave. Situated at the top of Maple Canyon, Sanctuary is a 466.90 acre mountain retreat with breathtaking views of Snow Basin Ski Resort, Pineview Reservoir and the Ogden Valley. The Sanctuary is currently slated for 6 exclusive 40 plus acre home sites, with the contingency to add another 7. Sanctuary has developed roads which lead to each lot within its bounds. There are 9 miles of forested trails to be privately enjoyed for horseback riding, mountain biking or hiking. For winter purposes of Nordic skiing, snowshoeing, etc., there will be two yurts placed throughout the property for rest and view stops. To the west of the parcel known as Curtain Bluff there will be a heliport for the private use of the owners and invited guests within the property. On the plat there is one additional spot that a heliport could be located. In addition, there is a parcel that can be used for equestrian activities. All activities taking place at Sanctuary will be for the use of the homeowners and invited guests only.

## Climate

The property is located in the Wasatch Mountains east of and above Ogden Valley. Therefore, the climate of Sanctuary can be generally characterized by enjoying all four seasons. The area possesses a semi-dry climate with elevations ranging from 5500 feet up to 6700 feet. Average annual precipitation is about 22-30 inches mainly in the fall, winter and spring and the mean annual air temperature is about 65 degrees. Snowfall varies from year to year.

## Topography

The topography of the property consists of a combination of steep north, east facing slopes with undulating and rolling high mountaintops. To the east is Kelley Canyon and to the west a community known as Green Hills. The property enjoys a good water table with many springs and creeks throughout.

The primary soil compositions are listed on Appendix 1, Soils Report.

These soils are used mainly for range, water supply and wildlife habitat. These soils have the potential for supporting plants that provide food for mule deer, moose and elk, primarily during the summer and fall. They are also potential habitat for sage grouse, sharp-tailed grouse, cottontail rabbit, porcupine, red fox, coyote, bobcat, weasel, badger and mountain goats. These soils are important for water supply. Recreational uses of the soils are mainly hiking, biking, horse back riding, running and mountain climbing, snowshoeing and Nordic style skiing.

## Biological Attributes of the Property

Although the terrain would be considered generally mountainous, it is best described as more "hilly" than mountainous in nature. The terrain levels off at its upper reaches forming lands suitable for home sites. Above the home sites the mountains tends to turn to a steeper incline.

Development for human habitation at Sanctuary and adjoining properties does not appear to severely restrict the movement and co-habitation of wildlife and man in this area. However, the area known as Middlefork to the northeast and west of Sanctuary is used heavily for a prominent wildlife corridor. This heavily used wildlife corridor also on the northeast and west portion of Sanctuary will be closed from January 1 to April 7 every year, except in emergency situations. The current biological attributes of the property can be found on Appendix 2. Also attached with Appendix 2 is a checklist of plants of the Kelley and Maple Canyons Loop Trail and vicinity, Huntsville, Utah updated 6/3/06 by Beth Corbin. Appendix 3 is a checklist of Fauna, birds and reptiles.

### Historical and Current Uses

Historically, the property was used for the grazing of cattle or sheep and hunting. Currently the property is slated for home sites, a heliport and an equestrian center. Activities to be enjoyed are listed above. The property will be closed to ATV's and snowmobiles with the exception of emergencies. The northern most portion of Sanctuary will be closed to any kind of activity from January 1 through April 7<sup>th</sup> as this is considered a prime winter range and breeding area for wildlife.

### Man-Made Structures

In addition to the home sites on the recorded plat, the property will contain a private heliport, an equestrian area and two yurts. Existing roads are set out on the attached plat map. There is also an additional spot that a heliport could be located.

### Special Features

It is estimated that the designated home sites and roadways make up less than 15% of the property. The remaining 85% of the property is undeveloped and by the attached conservation easement agreement shall remain that way. Therefore, the property's location, plant and animal habitat, open space and watershed values are considered special features. Also, the property provides a summer, fall and very important winter range for many species and provides a migration route and breeding area for big game, winter grazing for mule deer, elk, moose and many other small animals within Middle Fork Canyon. Further, in general, large contiguous pieces of wildlife habitat are more valuable than many smaller isolated pieces. Large areas, relatively free from development, allow wildlife to move undisturbed throughout a variety of habitats. Wildlife is also able to nest, forage, rest during migration, and reside in contiguous areas free from disturbance associated with intervening developed areas. The rustic, undeveloped nature of the property, even in the designated buildings lots, facilitates these uses, activities and movements.

## Appendix 1 of the Baseline Inventory (Soil Survey)

List of dominant soils in The Sanctuary Conservation Easement include the following:

**DaG** – Donner cobbly loam  
**Frg** – Foxol-Rock outcrop complex  
**LaD** – Lamondi stony loam  
**Mbe** – Manila Loam  
**PdG** – Patio gravelly loam  
**SfG** – Smarts loam  
**SrG** – St. Marys very stony loam  
**TnD** – Trojan loam, warm

### Characteristics of Soils

**DaG – Donner Cobbly loam, 30 to 50 percent slopes.** This Donner soil is moderately deep and well drained. It occurs on south-facing, very steep foothills and mountainsides at elevations of 5,650 to 7,200 feet. This soil formed in materials weathered from tuffaceous sandstone and andesite. The average annual precipitation is about 20 inches, mean annual air temperature is about 42 degrees F, and the average frost free season is about 80 days.

Included with this soil in mapping are small areas of Bertag cobbly loam, 20 to 40 percent slopes, Donner cobbly loam, 10 to 30 percent slopes, and some Rock outcrop.

In a typical profile, the surface layer is very dark brown cobbly loam about 6 inches thick. The subsoil is very dark brown or dark brown clay loam and silty clay about 28 inches thick. Soft, weathered tuffaceous sandstone is at a depth of 34 inches. The depth to bedrock ranges from 30 to 40 inches. This soil is medium or slightly acid. Rock fragment content is about 25 percent in the surface layer and 5 to 20 percent in the subsoil.

Permeability is slow above the bedrock. Effective rooting depth is restricted by bedrock at a depth of 30 to 40 inches. The available water capacity is moderate. Surface runoff is medium. Erosion hazard is high.

This soil is used for range, water supply, and wildlife habitat.

Potential vegetation is dominantly bluebunch wheatgrass, muttongrass, basin wildrye, bearded wheatgrass, and some arrowleaf balsamroot, antelope bitterbrush, and mountain snowberry. When changes occur in the composition of potential vegetation due to use by livestock or wildlife or other disturbances, certain plants decrease and other plants increase. Proper grazing is an important management practice in helping to maintain adequate plant cover and desired composition. In areas where the brush species have increased excessively and there is still a reasonable understory of desirable forbs and grasses, brush management is practical. Where severe vegetation deterioration has occurred and the seed source of desirable plants is absent, range seeding is practical. Species suitable for seeding are mountain brome, smooth brome, Regar brome, slender wheatgrass, orchardgrass, Garrison meadow foxtail, or intermediate wheatgrass.

This soil has potential for supporting plants that provide food and cover for mule deer, primarily during the winter and spring. It also is potential habitat for sage grouse, chukar, sharp-

tailed grouse, cottontail rabbit, mourning dove, coyote, bobcat, weasel, badger, jackrabbit, and porcupine.

Steep slopes, depth to bedrock, and limited ability to support a load limit the potential use of this soil for urban development. Septic tank absorption field problems will develop in some areas because of slow permeability.

This soil is important for water supply, but adequate plant cover should be maintained to keep soil loss to a minimum, thus maintaining the watershed potential.

Recreational use of this soil is mainly hunting.

Capability unit VIIe-M, nonirrigated.

**FrG-Foxol-Rock outcrop complex, 40 to 70 percent slopes.** This complex of Foxol soil and Rock outcrop occurs on very steep south-, west-, and east-facing mountainsides and canyon walls at elevations of 6,000 to 8,500 feet. Slopes are short and medium in length. The Foxol very cobbly loam, 40 to 70 percent slopes, makes up about 60 percent of the complex and the Rock outcrop about 20 percent. The Rock outcrop is interspersed throughout the map unit as ledges and outcroppings of bare bedrock.

Included in this complex in mapping are small areas of Smarts loam, 40 to 60 percent slopes, and Durst gravelly loam, 40 to 70 percent slopes.

The Foxol soil is shallow and somewhat excessively drained. It formed in materials weathered from quartzite. The average annual precipitation is about 22 inches. Mean annual air temperature is about 44 degrees F, and the frost-free period is about 70 days.

In a typical profile, the surface layer is very dark grayish brown very cobbly loam about 9 inches thick. The subsoil is dark brown very cobbly loam about 5 inches thick. Fractured bedrock is at a depth of about 14 inches. Depth to the bedrock ranges from 14 to 18 inches. This soil is slightly acid. Rock fragment content is about 60 percent in the surface layer and 70 percent in the subsoil.

Permeability is moderate above the bedrock. Effective rooting depth is 14 to 18 inches. The available water capacity is very low. Surface runoff is medium. Erosion hazard is high.

This soil is used mainly for range, wildlife habitat, and water supply.

Potential vegetation is dominantly bluebunch wheatgrass, muttongrass, Nevada bluegrass, antelope bitterbrush, big sagebrush, and some birchleaf mountainmahogany and yellowbrush. When changes occur in the composition of the potential vegetation due to use by livestock or wildlife or other disturbances, certain plants increase and other plants decrease. Proper grazing is an important management practice for maintaining adequate plant cover and the desired composition. Brush management is feasible in areas where brush species have increased and there is a reasonable understory of desirable grasses and forbs.

This soil has potential for supporting plants that provide food and cover for mule deer and elk, primarily during fall, winter, and spring. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, cottontail and jackrabbit, coyote bobcat, weasel, porcupine, red fox, and badger.

Very steep slopes, depth to bedrock, rock fragment content, and inaccessibility limit this soil for urban or recreational developments.

The Rock outcrop is interspersed throughout the complex. It consists of bare fractured quartzite on very steep mountain slopes and canyon walls. It is more than 90 percent barren, but may support sparse amounts of bluebunch wheatgrass, muttongrass, curleaf mountainmahogany and some Douglas-fir in pockets and along cracks.

Recreational use of this complex is mostly hunting.  
 Capability unit VIIs-M, nonirrigated.

**LaD – Lamondi stony loam, 3 to 15 percent slopes.** This Lamondi soil is very deep and well drained. It occurs on alluvial fans on mountain foot slopes at elevations of 5,100 to 5,800 feet. The slopes are medium or long in length. This soil formed in alluvium weathered from argillite, phyllite, schist, and quartzite. The average annual precipitation is about 20 inches, mean annual air temperature is about 45 degrees F, and the frost-free season is about 85 days .

Included with this soil in mapping are small areas of Kahler gravelly loam, 3 to 6 percent slopes, Kahler gravelly loam, 6 to 10 percent slopes, Yeates Hollow very stony loam, 10 to 30 percent slopes, Trojan loam, warm, 8 to 15 percent slopes, and Fluvaquentic Haploborolls-Fluventic Haploxerolls complex, 1 to 6 percent slopes.

In a typical profile, the surface layer is very dark brown or very dark grayish brown stony loam or cobbly loam about 21 inches thick. The subsoil is dark yellowish loam about 21 inches thick. The subsoil is dark yellowish brown or yellowish brown very cobbly loam about 31 inches thick. The substratum is dark yellowish brown very gravelly loam to a depth of 61 inches or more. The surface layer is slightly acid and the subsoil and substratum are medium acid. Rock fragment content is about 25 percent in the surface layer and 70 percent in the subsoil and substratum.

Permeability is moderate. Effective rooting depth is 60 inches or more. The available water capacity is moderate. Surface runoff is slow. Erosion hazard is high.

This soil is used mainly for range, water supply, and wildlife habitat.

Potential vegetation is Gambel oak, bearded wheatgrass, bluebunch wheatgrass, mountain brome, Nevada bluegrass, slender wheatgrass, birchleaf mountain mahogany, and some arrowleaf balsamroot, horsemint, and antelope bitterbrush. When changes occur in the potential vegetation composition due to use by livestock or wildlife or other disturbances, certain plants increase and others decrease. Proper grazing is an important management practice for helping to maintain adequate plant cover and desired composition. Brush management is practical in areas with excess shrubs if a reasonable understory of desirable grasses and forbs is present. Range seeding is advisable where the plant composition has severely deteriorated. Grasses suitable for seeding include smooth brome, Regar brome, mountain brome, slender wheatgrass, orchardgrass, and Garrison meadow foxtail.

This soil has potential for supporting plants that provide food and cover for mule deer and elk, primarily during the winter and spring. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, mourning dove, cottontail and jackrabbit, porcupine, red fox, coyote, bobcat, weasel, and badger.

This soil has potential for urban and recreational developments. Some areas are presently being used for golf courses, cabin sites, home sites, and ski lodges. The scattered stones on the soil surface and the content of rock fragments in the soil are features that limit the use of this soil for urban and recreational developments.

This soil is important for water supply. Adequate plant cover should be maintained to keep soil losses to a minimum, thus maintaining the watershed potential.

Recreational uses of this soil are mainly hunting, snowmobiling, golfing, and summer homes. Capability unit Vie-M, nonirrigated.

**Mbe – Manila Loam, 25 to 40 percent slopes.** This Manila soil is very deep and well drained. It occurs on steep and very steep mountainsides at elevations of 5,200 to 6,500 feet. The slopes are short or medium in length. This soil formed in materials weathered mostly from sandstone and quartzite. The average annual precipitation is about 21 inches, mean annual air temperature is about 44 degrees F, and the average frost-free season is about 85 days.

Included with this soil in mapping are small areas of Manila loam, 10 to 25 percent slopes, Hawkins silty clay, 15 to 30 percent slope, Yeates Hollow very stony loam, 10 to 30 percent slopes, Ant Flat loam, 6 to 15 percent slopes, and Henefer loam, 40 to 60 percent slopes.

In a typical profile, the surface layer is very dark brown loam in the upper part and clay loam in the lower part and is about 17 inches thick. The subsoil is brown, reddish brown, or dark brown clay or heavy clay loam to a depth of 60 inches or more. This soil is slightly acid. Rock fragment content is about 10 percent in the surface layer and subsoil.

Permeability is slow. Effective rooting depth is 60 inches or more. The available water capacity is high. Surface runoff is medium. Erosion hazard is high.

This soil is used for range, wildlife habitat, and water supply.

Potential vegetation is bluebunch wheatgrass, basin wildrye, bearded wheatgrass, muttongrass, and some antelope bitterbrush, mountain snowberry, and big sagebrush. When changes occur in the potential vegetation composition due to use by livestock or wildlife or other disturbances, certain plants increase and others decrease. Proper grazing is an important management practice for helping to maintain adequate plant cover and desired composition. Brush management is practical in areas with excessive shrubs if a reasonable understory of desirable grasses and forbs is present. Range seeding is advisable if the plant composition has severely deteriorated. Grasses suitable for seeding include smooth brome, Regar brome, mountain brome, slender wheatgrass, orchardgrass, and Garrison meadow foxtail.

This soil has potential for supporting plants that provide food for mule deer, primarily during the fall, winter, and spring. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, cottontail and jackrabbit, porcupine, coyote, weasel, and badger.

The limited ability to support a load and the high shrink-swell potential are the soil features that limit the use of this soil for urban or recreational developments. Dwellings and roads can be designed to offset these soil features. Care should be taken in disturbing this soil on the steeper slopes because of susceptibility to hillside slippage. Septic tank absorption fields develop problems in some areas because of slow permeability.

This soil is important for water supply. Adequate plant cover should be maintained to keep soil losses to a minimum, thus maintaining the watershed potential.

Recreational uses of this soil are mainly hunting and snowmobiling.

Capability unit Vie-M, nonirrigated.

**PdG – Patio gravelly loam, 40 to 60 percent slopes.** This Patio soil is moderately deep and well drained. It occurs dominantly on south-, west-, and east-facing mountainsides. Elevations range from 5,200 to 7,000 feet. The slopes are short and medium in length. This soil formed in materials weathered from argillite, phyllite, and schist. The average annual precipitation is about 22 inches, mean annual air temperature is about 44 degrees F, and the frost-free season is about 85 days.

Included with this soil in mapping are small areas of Poleline stony loam, 40 to 70 percent slopes, Smarts loam, 40 to 60 percent slopes, Nordic gravelly loam, 30 to 60 percent slopes, and some Rock outcrop.



In a typical profile, the surface layer is very dark brown or dark brown gravelly loam about 13 inches thick. The subsoil is dark yellowish brown very gravelly clay loam about 13 inches thick. Fractured argillite and phyllite are at a depth of 26 inches. The depth to bedrock ranges from 23 to 32 inches. This soil is slightly acid. Rock fragment content is about 40 percent in the surface layer and 55 percent in the subsoil.

Permeability is moderate. Effective rooting depth is about 23 to 32 inches. The available water capacity is low. Surface runoff is slow or medium. Erosion hazard is high.

This soil is used for range, water supply, and wildlife habitat.

Potential vegetation is bluebunch wheatgrass, Idaho fescue, oniongrass, prairie junegrass, antelope bitterbrush, big sagebrush, and some arrowleaf mountainmahogany. When changes occur in the potential vegetation composition due to use by livestock or wildlife or other disturbances, certain plants increase and others decrease. Proper grazing is an important management practice for helping to maintain adequate plant cover and desired composition. Brush management is practical in areas of excessive shrubs, if a reasonable understory of desirable grasses and forbs is present.

This soil has potential for supporting plants that provide food and cover for mule deer, primarily during winter and spring. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, mourning dove, cottontail rabbit, coyote, bobcat, weasel, badger, jackrabbit, and porcupine.

Inaccessibility, steep slopes, rock fragment content, and depth to bedrock are soil features that limit the potential of this soil for urban developments. Septic tank absorption field problems develop in some places because of steep slopes and depth to bedrock. Where septic tank absorption fields are close to streams, water supply pollution is a hazard.

This soil is important for watershed but adequate plant cover should be maintained to keep soil losses to a minimum, thus maintaining the watershed potential.

Recreational use of this soil is mainly hunting. Capability unit Viis-M, nonirrigated.

**SfG** – Smarts loam, 40 to 60 percent slopes. This Smarts soil is very deep and well drained. It occurs on all aspects but dominantly on north-and east-facing, smooth and concave, very steep mountainsides. Elevations are 5,200 to 6,500 feet. The slopes are medium or long in length. This soil formed in materials weathered from argillite, phyllite, schist, and some quartzite. The average annual precipitation is about 22 inches, mean annual air temperature is about 44 degrees F, and the frost-free season is about 80 days.

Included with this soil in mapping are small areas of Poleline stony loam, 40 to 70 percent slopes, Durfee stony loam, 30 to 70 percent slopes, Yeates Hollow very stony loam, 30 to 70 percent slopes, Fluvaquentic Haploborolls, 1 to 6 percent slopes, and Fluventic Haploxerolls, 1 to 6 percent slopes.

In a typical profile, the surface layer is very dark brown loam in the upper part and very dark grayish brown or dark brown gravelly loam in the lower part and is about 26 inches thick. The subsoil is brown gravelly or very gravelly clay loam to a depth of 72 inches or more. This soil is slightly acid. Rock fragment content is about 15 percent in the upper part of the surface layer and 45 percent in the lower part of the surface layer and about 50 percent in the subsoil.

Permeability is moderate. Effective rooting depth is 60 inches or more. The available water capacity is moderate or moderately high. Surface runoff is slow or medium. Erosion hazard is high.

This soil is used for range, water supply, and wildlife habitat.

Potential vegetation is dominantly bluebunch wheatgrass, bearded wheatgrass, basin wildrye, bigtooth maple, mountain snowberry, and Gambel oak. When changes occur in the potential vegetation composition due to use by livestock or wildlife or other disturbances, certain plants increase and others decrease. Proper grazing is an important management practice for helping to maintain adequate plant cover and desired composition. Brush management is practical in areas of excessive shrubs, provided a reasonable understory of desirable grasses and forbs is present.

This soil has potential for supporting plants that provide habitat for mule deer during the spring, fall, and summer. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, cottontail rabbit, coyote, bobcat, weasel, and badger. Streams in the area are potential habitat for beaver.

Inaccessibility, very steep slopes, and high content of rock fragments are the features of this soil that limit its use for urban or recreational developments. Septic tank absorption field problems develop in some places because of moderate permeability and very steep slopes.

This soil is important for water supply. Adequate plant cover should be maintained to keep soil losses to a minimum, thus maintaining the watershed potential.

**SrG – St. Marys very stony loam, 40 to 60 percent slopes.** This St. Marys soil is deep and well drained. It occurs on south- and west-facing, smooth and convex, very steep mountainsides. Elevations range from 6,500 to 8,900 feet. The slopes are short or medium in length. This soil formed in materials weathered mostly from a conglomerate of quartzite and sandstone. The average annual precipitation is about 22 inches, mean annual air temperature is about 43 degrees F, and the average frost-free season is about 75 days.

Included with this soil in mapping are small areas of St. Marys cobbly loam, 30 to 50 percent slopes, Toone loam, 40 to 60 percent slopes, and some Rock outcrop.

In a typical profile, the surface layer is very dark grayish brown very stony loam in the upper 7 inches and dark brown very cobbly loam in the lower 7 inches. The subsoil is yellowish red very cobbly sandy clay loam about 22 inches thick. The substratum is red very cobbly sandy loam about 8 inches thick. A conglomerate of sandstone and quartzite is at a depth of 44 inches. The depth to the bedrock ranges from 40 to 60 inches or more. This soil is neutral in the upper part of the surface layer and slightly acid in the lower part of the surface layer. The subsoil and substratum are slightly acid or medium acid. Rock fragment content is about 50 percent in the surface layer and about 70 percent in the subsoil and substratum.

Permeability is moderate. Effective rooting depth is 40 inches or more. The available water capacity is moderately low. Surface runoff is medium. Erosion hazard is high.

This soil is used mainly for range, wildlife habitat, and water supply.

Potential vegetation is dominantly bluebunch wheatgrass, muttongrass, Nevada bluegrass, birchleaf mountainmahogany, and some arrowleaf balsamroot, antelope bitterbrush, and Gambel oak. When changes occur in the potential vegetation composition due to use by livestock or wildlife or other disturbances, certain plants increase and others decrease. Proper grazing is an important management practice for helping to maintain adequate plant cover and desired composition. Brush management is practical in areas of excessive shrubs, if a reasonable understory of desirable grasses and forbs is present. Range seeding is advisable if the range vegetation has seriously deteriorated. Because of very steep slopes and stony surface layer, aerial or broadcast seeding are the most practical methods. Grasses suitable for seeding are

mountain brome, smooth brome, Regar brome, slender wheatgrass, orchardgrass, Garrison meadow foxtail, or intermediate wheatgrass.

This soil has potential for supporting plants that provide food and cover for mule deer and elk, primarily during the winter and spring. It also is potential habitat for sage grouse, chukar, sharp-tailed grouse, cottontail rabbit, and porcupine. Streams in the area are potential habitat for beaver.

Inaccessibility and high content of rock fragments are features that limit the use of this soil for urban development. Septic tank absorption fields, where close to water supply sources, are a pollution hazard.

This soil is important for watershed, but adequate plant cover should be maintained to keep soil losses to a minimum, thus maintaining the watershed potential.

Recreational use of this soil is mainly hunting.

Capability unit VIIs-M, nonirrigated.

**TnD – Trojan loam, warm, 8 to 15 percent slopes.** This Trojan soil is very deep and well drained. It occurs on strongly sloping and moderately steep stream terraces and alluvial fans at elevations of 5,100 to 5,700 feet. The slopes are short or medium in length. This soil formed in materials weathered from phyllite, argillite, schist, and some quartzite. The average annual precipitation is about 21 inches, mean annual air temperature is about 44 degrees F, and the average frost-free season is about 95 days.

Included with this soil in mapping are small areas of Trojan loam, warm, 0 to 3 percent slopes, Brownlee loam, 0 to 3 percent slopes, and Brownlee loam, 3 to 6 percent slopes.

In a typical profile, the surface layer is very dark grayish brown or dark brown loam about 16 inches thick. The subsoil is dark brown or brown gravelly clay loam about 32 inches thick. The substratum is dark brown cobbly clay loam to a depth of 60 inches or more. This soil is slightly acid in the surface layer and medium acid in the subsoil and substratum. Rock fragment content is about 15 percent in the surface layer, 20 percent in the subsoil, and 35 percent in the substratum.

Permeability is moderate. Intake rate is rapid. Effective rooting depth is 60 inches or more. The available water capacity is moderate or moderately high. Surface runoff is medium. Erosion hazard is moderate.

This soil is used mainly for nonirrigated and irrigated crops. Some small areas are used as range. Alfalfa and small grains are the principal crops.

When irrigated, a suitable crop rotation is 6 to 8 years of alfalfa, and 2 to 3 years of small grains. Fall plowing, crop residue use, weed control, and minimum tillage are practices that help to control erosion and maintain favorable tilth and infiltration rate. Applications of commercial fertilizers are commonly needed in addition to manure and plant residues. Generally all crops respond to nitrogen fertilizer and legumes respond readily to phosphate fertilizer. Sprinkler irrigation is well suited to this soil because of slope. It provides an even distribution and efficient application of irrigation water. Irrigation applications should be adjusted to crop needs and available water capacity and infiltration rate. Careful irrigation applications will avoid over irrigation and leaching of plant nutrients.

When this soil is used for nonirrigated crops, small grains are grown in a continuous cropping system. Soil erosion is a problem on the steep slopes. This soil should be in permanent cover 75 percent of the time. Ladak alfalfa and intermediate wheatgrass are suitable for hay and pasture seedings. Winter wheat and barley are the principal small grain crops. Nitrogen should

be applied to meet plant needs for maximum production of small grain and grasses. Alfalfa responds to phosphate fertilizers. Latest State experiment station recommendations for fertilizer should be followed. Erosion control practices on this soil include seeding early in the fall and stubblemulch tillage. Terraces, diversions, and grassed waterways should also be installed where needed to help reduce soil erosion. Drop structures are needed in a few places to stabilize the flow of runoff in waterways. All tillage practices should be either on the contour or across the slope to slow the rate of runoff and reduce soil losses in years of rapid snowmelt or high rainfall intensity.

This soil has potential for supporting plants that provide food and cover for mule deer, primarily during the winter and spring. It also is potential habitat for Hungarian partridge, mourning dove, chukar, cottontail and jackrabbit, and porcupine. Plants such as Russian-olive, multiflora rose, squawbush, tall wheatgrass, and basin wildrye planted along fence rows and ditchbanks and in odd field corners improve the wildlife habitat. Food should be close to shelter that will protect the birds from predators and inclement weather.

This soil is well suited for homesites and other urban and recreational developments. Climatically adapted grasses, shrubs, and trees for beautification grow well in this soil. Septic tank absorption field problems develop in some areas because of moderate permeability. Contamination of the ground water supply is a hazard where cesspools are installed.

Recreational uses of this soil are mainly snowmobiling and hunting.

Capability units IVE-3, irrigated, and IVE-M, nonirrigated.

*\*Information for this soil survey was taken from the Soil Survey of Morgan Area, Utah Morgan County and Eastern Part of Weber County developed by the US. Department of Agriculture, Soil Conservation Service, and Forest Service in cooperation with Utah Agricultural Experiment Station, which was issued May 1980. Soil categories were derived from map sheet number 20.*

## Appendix 2 of the Baseline Inventory (List of Plants)

### Trees:

Common name

Big tooth maple  
Rocky mountain juniper  
Narrowleaf cottonwood  
Quaking Aspen

Latin name

Acer grandidentatum  
Juniperus scopulorum  
Populus angustifolia  
Populus tremuloides

### Shrubs:

Common name

Mountain big sagebrush  
Curl-leaf mountain-mahogany  
Viscid rabbitbrush  
White virgins-bower  
Oregon grape  
Chokecherry  
Bitterbrush  
Elderberry  
Mountain snowberry

Latin name

Artemisia tridentata vaseyana  
Cercocarpus ledifolius  
Chrysothamnus viscidiflorus  
Clematis ligusticifolia  
Mahonia repens  
Prunus virginiana  
Purshia tridentata  
Sambucus sp.  
symphoricarpos oreophilus

### Graminoids:

Common name

Crested Wheatgrass  
Smooth brome  
Cheatgrass  
Orchardgrass  
Great Basin wildrye  
Bluebunch wheatgrass  
Western wheatgrass  
Baltic rush  
Poa bulbosa  
Muttongrass  
Kentucky bluegrass  
Sandberg's bluegrass  
Columbia Needlegrass

Latin name

Agropyron cristatum  
Bromus inermis  
Bromus tectorum  
Dactylis glomerata  
Leymus cinereus  
Pseudoroegneria spicata  
Pascopyrum smithii  
Juncus balticus  
Poa bulbosa  
Poa fenderiana  
Poa pratensis  
Poa secunda  
Achnatherum nelsonii

### Forbs:

Common name

Western Yarrow  
Hyssop  
Mountain dandelion  
Wild onion  
Western ragweed

Latin name

Achillea millefolium  
Agastache sp.  
Agoseris glauca  
Allium  
Ambrosia psilostachya

Pussytoes  
 Great burdock  
 Louisiana wormwood  
 Milkvetch  
 Arrowleaf Balsamroot  
 Sego Lily  
 Littlepod false flax  
 Shepard's purse  
 Whitetop  
 Goosefoot  
 Thistle  
 Blue-eyed Mary  
 Tiny trumpet  
 Bastard toadflax  
 Tapertip hawksbeard  
 Cryptanth  
 Houndstongue  
 Western tansymustard  
 Teasek  
 Draba  
 Storksbill  
 Curlycup gumweed  
 Spotted stickseed  
 Dyer's woad  
 Prickly lettuce  
 Hoary tansyaster  
 Alfalfa  
 Yellow sweet-clover  
 Longleaf phlox  
 Reed  
 Douglas knotweed  
 Bur buttercup  
 Curly Dock  
 Tumblemustard  
 Common dandelion  
 Yellow salsify  
 Woolly mullein  
 Stinging nettle  
 American vetch  
 Mulesears

Antennaria sp.  
 Arctium lappa  
 Artemisia ludoviciana  
 Astragalus sp.  
 Balsamorhiza sagittata  
 Calochortus nuttallii  
 Camelina microcarpa  
 Capsella bursa-pastoris  
 Cardaria draba  
 Chenopodium spp.  
 Cirsium spp.  
 Collinsia parviflora  
 Collomia linearis  
 Comandra pallid  
 Crepis acuminata  
 Crvotantha spp.  
 Cynoglossum officinale  
 Descurainia pinnata  
 Dipsacus sylvestris  
 Draba spp.  
 Erodium cicutarium  
 Grindella squarrosa  
 Hackelia patens  
 Isatis tinctoria  
 Lactuca serriola  
 Machaeranthera canescens  
 Medicago sativa  
 Melilotus officinalis  
 Phlox longifolia  
 Phragmites spp.  
 Polygonum douglasii  
 Ranunculus testiculatus  
 Remex crispus  
 Sisymbrium altissimum  
 Taraxacum officinale  
 Tragopogon dubius  
 Verbascum Thapsus  
 Urtica dioica  
 Vicia Americana  
 Wyethia amplexicaulis

## Appendix 3 of the Baseline Inventory (Fauna)

A variety of mammals and birds use and/or live on The Sanctuary. See list below:

### I. Mammals

<u>Common Name</u>	<u>Latin Name</u>
Mule Deer	Odocoileus hemionus
Moose	Alees Americana
Elk	Cervus-canadensis
Pocket Gopher	Thomomys talpoides
Deer Mouse	Peromyscus maniculatus
Coyote	Canis latrans
Bobcat	Lynx rufus

### II. Birds

<u>Common Name</u>	<u>Latin Name</u>
Red Tail Hawk	Buteo borealis
Lazuli Bunting	Passerina amonena
American Magpie	Pica pica hudsonia
Crow	Corvus brachyrhyncos
Stellars Jay	Cynocitta stelleri
Scrub Jay	Aphelocoma caerulea
Turkey vulture	Cathartes aura
Blue Grouse	Dendragapus obscurus
Ruffed Grouse	Bonasa umbellus
Blackcapped Chickadee	Parus articipillus
White Breasted Nuthatch	Sitta carolinensis
Turkey, wild	Meleagris gallopauo
Common Raven	Crovis corax
Ruby-Crowned Kinglet	Regulus calendula
Mountain Chickadee	Parus gambeli
Mountain Blue Bird	Sialia currocoides
Oregon Junco	Junco hemalis
Common Flicker	Colaptes auratus
Downy Woodpecker	Picoides pubescens
Common Nighthawk	Chordeiles minor
Mallard Duck	Anas platyrhynchos
Green-Winged Teal	Anas crecca

### III. Reptiles

<u>Common Name</u>	<u>Latin Name</u>
Gopher Snake	Pituophis melanoleucus
Black Headed Snake	Tantilla Hobart smithi
Western Rattlesnake	Crotalus viridis