MEMORANDUM OF UNDERSTANDING - EXCHANGE OF LANDS

THIS MEMORANDUM OF UNDERSTANDING - EXCHANGE OF LANDS is entered this 17th day of March, 2023, by and between the Utah School and Institutional Trust Lands Administration ("SITLA"), the State of Utah, and the United States Department of the Interior (collectively the "Parties").

Purpose

The purpose of this instrument is to document an understanding between the Parties of mutually agreeable terms for the exchange of Federal and State Trust Lands and interests therein, of approximately equal value, located in the State of Utah. The exchange will promote conservation and appropriate resource management by exchanging State Trust Lands inholdings containing resources embedded within federal national monument lands and within other areas of Federal Lands for Federal Lands elsewhere within the State of Utah which are more suitable for revenue generation. By replacing lands granted to the State of Utah for the support of the common schools, the exchange will also further SITLA's statutory duty to administer the trust lands prudently and profitably for the exclusive benefit of Utah schoolchildren and other trust beneficiaries. The United States' Lands and Mineral Interests referenced in paragraph 3 below were selected for acquisition by SITLA with recognition of environmental concerns and the values placed on them by Tribal Nations while avoiding significant wildlife resources, endangered species habitat, significant archeological, cultural, and historic resources, areas that are sacred or are traditionally, spiritually, or religiously significant to Tribal Nations, areas of critical environmental concern, coal resources requiring surface mining, wilderness study areas, and significant recreation areas. Consistent with these goals, this instrument is intended to avoid management conflicts with respect to lands and promote the objectives and legal mandates of both the United States and SITLA. The State of Utah is a party to this memorandum of understanding for the purpose of effectuating the title transfer necessary to implement the exchange agreement between the United States and SITLA set forth herein. The parties acknowledge that this agreement is not legally binding unless ratified by Congress, and that the transfer of State Trust Lands to the United States is subject to approval of the Utah legislature, as provided by law.

Agreement

The parties agree that:

- 1. <u>Definitions</u>. As used in this Agreement:
 - a. BLM means the Bureau of Land Management of the Department of the Interior.
 - b. <u>Department</u> means the Department of the Interior and its bureaus, including the BLM.

- c. <u>FLPMA</u> means the Federal Land Policy and Management Act, Act of October 21, 1976, 43 U.S.C. § 1701 et seq., as amended.
- d. <u>Federal Lands</u> means public land managed by the BLM as defined by section 103(e) of FLPMA (43 U.S.C. §1702(e)) but does not include lands within the boundary of an Indian reservation.
- e. <u>Mineral Interests</u> means all right, title, and interest in the mineral estate, including but not limited to metals, ores, oil and gas, carbon dioxide, helium, coal, lignite, peat, gas contained in or taken from coal seams (coalbed methane), geothermal steam and heat, rock, stone, gravel, sand, and quartz, subject to valid existing rights held by third parties as of the date of this Agreement, except as specifically agreed to be reserved in this Agreement.
- f. Monument means the Bears Ears National Monument, established by Presidential Proclamation 10285, dated October 8, 2021.
- g. State means the State of Utah.
- h. <u>Secretary</u> means the Secretary of the Interior.
- i. <u>State Trust Lands</u> means lands granted by the United States to the State pursuant to sections 6, 7, 8, and 12 of the Utah Enabling Act, ch. 138, 28 Stat. 107 (1894), and other lands owned by the State managed under Title 53C of the Utah Code.
- j. SITLA means the Utah School and Institutional Trust Lands Administration.
- k. Waste Material means (a) any hazardous substance as defined under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601(14); (b) any pollutant or contaminant as defined under section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (c) any solid waste as defined under section 1004(27) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6903(27); (d) any petroleum fuel, product, or waste, including crude oil or any fraction thereof; and (e) any hazardous substance, hazardous waste, solid waste, petroleum product, or other contaminant regulated under similar state laws.
- 2. State Trust Lands and Mineral Interests to be Conveyed to the United States. Subject to the terms and conditions of this Agreement, the State shall convey to the United States all right, title, and interest of the State in the State Trust Lands and Mineral Interests generally depicted on the map entitled "Utah Trust Lands Exchange" dated March 10, 2023. The map and the specific legal descriptions of the State Trust Lands and Mineral Interests

generally depicted on the map (the "State Trust Lands and Mineral Interests") are included in Exhibit A attached to this Agreement. The map may be updated and the legal descriptions will be verified and, updated if necessary, prior to the conveyance, as appropriate. However, no lands or interests in lands may be added or removed, except in accordance with Paragraph 4.

- 3. Federal Lands, Mineral Interests, and Easements to be Conveyed to the State. Subject to the terms and conditions of this Agreement, the Department shall convey to the State all right, title, and interest of the United States in the Federal lands and Mineral Interests generally depicted on the map entitled "Utah Trust Lands Exchange" dated March 10, 2023. The map and the specific legal descriptions of the Federal lands and Mineral Interests depicted on the map (the "United States' Lands and Mineral Interests"), are included in Exhibit A. The Department shall also convey to the State perpetual, non-exclusive easements of 500 feet in width in Washington County, Utah, and of 300 feet in width in Millard County, Utah, on the approximate alignments shown in the map entitled "Utah Trust Lands Exchange" dated March 10, 2023, within which SITLA, or third parties to whom SITLA may issue rights of way, shall have the right to construct, own, operate, repair, improve, alter, and maintain roads, powerlines, pipelines, and other utility-related infrastructure, and carry out activities reasonably related to those uses, without Department approval and subject to valid existing rights. SITLA shall administer any rights-of-way it may grant within said easement. The map may be updated and the legal descriptions will be verified and, updated if necessary, prior to the conveyance, as appropriate. However, no lands or interests in lands may be added or removed, except in accordance with Paragraph 4.
- 4. Removal of Parcels from Exchange. After this Agreement has been signed, the Secretary and SITLA may mutually agree to remove parcels of land from the exchange due to the presence of hazardous waste, threatened or endangered species, sensitive cultural resources, or for other parcel-specific reasons deemed sufficient by the parties. To maintain the approximately equal value of the exchange, the Secretary and SITLA may mutually agree to replace acreage from removed parcels with lands identified for equalization in subparagraphs 5a and 5b. Prior to the conveyance of parcels, the Secretary and SITLA shall update the map and legal descriptions in Exhibit A, as appropriate, to reflect the final set of lands and interests in lands to be exchanged under this Agreement.
- 5. <u>Valuation</u>. The Secretary and SITLA have conferred and determined that the State Trust Lands and Mineral Interests, and the United States' Lands and Mineral Interests depicted in Exhibit A to this Agreement and the easements described in paragraph 3 are approximately equal in value. To allow for timely exchange of the parcels and to subsequently ensure that the exchange is of equal value, the Secretary and SITLA agree that, once the exchange is executed and the conveyances have been made, all lands and interests in lands described in paragraphs 2 and 3 will be appraised in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions and the Uniform Standards of

Professional Appraisal Practice. If the appraisal determines that there is an imbalance in the total value of the exchange, including costs of the appraisals incurred under paragraph 6, it shall be equalized as follows:

- a. If the value of the United States' Lands and Mineral Interests and the easements described in paragraph 3 is less than the State Trust Lands and Mineral Interests, SITLA may select lands having an appraised value equal to the amount of the imbalance from the following unappropriated public lands within Township 43 South, Range 14 West, SLM, regardless of whether such land is identified as available for disposal by land exchange under the governing resource management plan as necessary to equalize the value of the exchange as agreed by the parties: Sec 20: NW4SW4, S2S2 (200 acres); Sec 23: S2SW4 (80 acres); Sec 26: All (640 acres); Sec 27: All (640 acres); Sec 28: All (640 acres); and Sec 29: NE4, NE4NW4, NE4SE4 (240 acres). In the event the lands described in this paragraph are insufficient to offset the imbalance, the United States shall grant SITLA, in an amount equal to any remaining imbalance after accounting for conveyance of the lands described in this paragraph, a credit in the existing ledger account maintained by the BLM for state indemnity selections available under section 6 of the Utah Enabling Act for Federal lands as defined by this Agreement.
- b. If the value of the State Trust Lands and Mineral Interests is less than the United States' Lands and Mineral Interests and the easements described in paragraph 3, the United States may select lands having an appraised value equal to the amount of the imbalance from among the State Trust Land located within any of the wilderness areas or national conservation areas in Washington County, Utah, established under subtitle O of title I of the Omnibus Public Land Management Act of 2009 (Public Law 111–11; 123 Stat. 1075) as necessary to equalize the exchange as agreed by the parties.
- 6. Retaining Appraisers and Cost Sharing. The Secretary and SITLA may agree to use an independent and qualified appraiser retained by SITLA and approved by the Secretary. The cost of all appraisals shall be paid equally by the Secretary and SITLA. The Secretary and SITLA shall be co-clients of the appraiser. If SITLA retains an appraiser to perform work under paragraph 5, above, the Secretary shall reimburse SITLA in an amount equal to 50 percent of the costs incurred by SITLA, either through a cash payment or through the value of the parcels or interests to be conveyed as part of the equalization process in paragraph 5. The United States and SITLA shall otherwise each bear its own respective costs incurred in the implementation of this Agreement.
- 7. <u>Consultation with Member Tribes of the Bears Ears Inter-Tribal Coalition.</u> The Secretary represents that the United States has consulted with the member tribes of the Bears Ears Inter-Tribal Coalition regarding the terms of this agreement as it relates to lands within and in the vicinity of the Monument to consider and address any tribal concerns. SITLA

- represents that it has also solicited input from the member tribes through informal outreach and consultation efforts.
- 8. <u>Term.</u> This agreement may be terminated by either Party prior to Congressional ratification, and will terminate automatically on January 19, 2025 in the absence of Congressional ratification unless the parties agree, in writing, to an extension of its term.
- 9. <u>Closing; Transfer of Title</u>. The following provisions shall govern conveyances of lands and interests therein to be exchanged pursuant to this Agreement:
 - a. All conveyances by the United States and the State shall be subject to valid existing rights and interests outstanding in third parties.
 - b. All conveyances by the State shall be in a form acceptable to the Secretary.
 - c. Conveyance of all lands and interests in lands described in paragraphs 2 and 3 of this Agreement herein shall take place within 45 days following enactment of the legislation authorizing and ratifying this Agreement.
- 10. Management of Lands Acquired by the United States. All lands or interests therein, acquired by the United States pursuant to paragraph 2 of this Agreement, within the exterior boundaries of the Monument shall become part of the Monument and shall be subject to all laws and regulations applicable to the Monument, and shall be subject to valid existing rights. If any portion of the lands transferred under paragraphs 2 and 5 of this Agreement are wholly or partially encompassed within a wilderness study area created pursuant to Section 603 of FLPMA or other authority if applicable, or within a wilderness area created by Congress under authority of the Wilderness Act, then those lands shall also be administered, subject to valid existing rights, pursuant to applicable statutes and regulations governing wilderness study areas or wilderness areas, respectively.
- 11. <u>Management of Lands Acquired by the State</u>. All lands or interests therein acquired by the State pursuant to paragraph 3 and 5 of this Agreement shall be managed by SITLA as State Trust Lands pursuant to Title 53C of the Utah Code.
- 12. Water Rights. All water rights, if any, held by the transferor that are appurtenant to the lands exchanged pursuant to this Agreement shall be conveyed with the land. Nothing contained in this Agreement shall impair valid existing water rights owned by private parties. Nothing in this Agreement shall expand or diminish Federal or State jurisdiction, responsibilities, interests, or rights, in water resource adjudication, allocation, development, or control.
- 13. Grazing Permits.

- a. On all lands acquired by the United States under paragraphs 2 and 5, the Secretary shall honor, consistent with applicable federal law, all leases, permits and contracts for the grazing of domestic livestock, and the related terms and conditions of user agreements on State Trust Lands, including permitted stocking rates, grazing fee levels, access rights, and ownership, and use of range improvements. Upon expiration of any lease or permit, the holder shall be entitled to a preference right to renew such lease or permit, and the Secretary shall honor all renewals and extensions thereof, to the extent provided by law.
- b. In any instance where lands conveyed by the State under paragraphs 2 and 5 are used by a grazing permittee or lessee to meet the base property requirements for a federal grazing permit or lease, such lands shall continue to qualify as base properties for the remaining term of the lease or permit and any renewal or extensions thereof.
- c. Where necessary, the Secretary shall, consistent with applicable law, provide to grazing lessees and permittees, for the remainder of the applicable lease, permit or contract, and all renewals and extensions thereof, authorization to cross lands acquired by the United States under paragraphs 2 and 5 to access, maintain, improve, repair, and otherwise make full use of all range improvements on lands acquired by the United States that are authorized as of the date of execution of this Agreement; provided, however, that the BLM retains discretion to condition the location and parameters of such authorization to protect resources and comply with applicable legal requirements. Such authorization shall be granted across both the land acquired by the United States under paragraphs 2 and 5, as well as adjacent Federal Land as necessary to ensure reasonable access to the range improvements.
- d. On all lands acquired by the United States under paragraphs 2 and 5, the Secretary shall allow, for the period of two years from the effective date of this Agreement, the construction of any range improvements on a validly held lease, permit, or contract approved by SITLA prior to the execution of this Agreement and listed on Exhibit B.
- e. Title to, or any interest in, any range improvement held by the United States or the State on any lands exchanged under this Agreement shall be transferred with such lands. Nothing in this Agreement shall operate to divest title to, or any interest in, any range improvement held by any third person on such lands.
- f. On all lands acquired by the State under paragraphs 3 and 5, SITLA shall honor, for the remainder of the applicable term, all leases, permits, and contracts for the grazing of domestic livestock, and the related terms and conditions of user agreements on Federal lands, including permitted stocking rates, grazing fee levels, access rights, and ownership and use of range improvements. Such leases, permits,

and contracts shall be subject to compliance with terms and conditions of the leases, permits, or contracts, together with such reasonable regulations as SITLA may prescribe concerning range conditions. Upon expiration of any lease or permit, SITLA shall honor all renewals and extensions thereof, and the holder shall be entitled to a right of first refusal for the renewal of such lease or permit, to the extent provided by state law and SITLA Board of Trustees Policy 2013-02. Nothing in this Agreement shall prevent the State from canceling any grazing permit when the underlying land is sold or leased for non-grazing purposes by SITLA.

14. Surface Agreements and Permits.

- a. The United States shall assume all rights and duties of SITLA under all SITLA rights-of-way and special use agreements on lands conveyed to the United States pursuant to this Agreement. All such rights-of-way and agreements shall remain in effect for the remainder of the applicable term after conveyance, except that such rights-of-way and agreements shall be managed and enforced by the United States. The rents, fees, and other payments formerly due to SITLA under the terms of such rights-of-way and agreements shall be payable by the holder to the United States.
- b. SITLA shall assume all rights and duties of the United States under all Federal rights-of-way, surface use permits, and agreements on lands conveyed to the State pursuant to this Agreement. All such rights-of-way and agreements shall remain in effect for the remainder of the applicable term after conveyance, except that such rights-of-way, permits, and agreements shall be managed and enforced by the State. The rents, fees, and other payments formerly due to the United States under the terms of such rights-of-way, permits, and agreements shall be payable by the holder to SITLA.
- c. Nothing in this Act shall expand or diminish the rights of any person or entity in any pre-existing rights-of-way established under State or Federal law, and the conveyances to be made under this Agreement shall be subject to such pre-existing rights-of-way, if any, as valid existing rights.
- 15. <u>Mineral Leases and Lands</u>. In connection with mineral lands and interests conveyed pursuant to this Agreement:
 - a. SITLA shall succeed the United States as lessor of all federal mineral leases on lands conveyed to SITLA pursuant to this Agreement. All rights, terms, and agreements under such leases (including authorizations for easements, facilities, operations, or other appurtenances on such lands) shall remain in effect after such conveyance except that such rights, terms, and agreements shall be managed and enforced by SITLA. The rents, royalties, fees, and other payments formerly due the United States under such terms shall be payable by the Lessee to SITLA. The

- Leaseholder shall be entitled to Lease extension and renewal to the extent provided under Federal law, regulations, and the Lease Agreement.
- b. The Secretary shall succeed SITLA as lessor of all SITLA mineral leases on lands conveyed to the Secretary pursuant to this Agreement. All rights, terms, and agreements under such lease (including authorizations for easements, facilities, operations, or other appurtenances on such lands) shall remain in effect after such conveyance, except that such rights, terms, and agreements shall be managed and enforced by the Secretary. The rents, royalties, fees, and other payments formerly due to SITLA under such terms shall be payable by the lessee to the United States and shall be distributed in the same manner as other revenues derived from mineral leases on the public domain under section 35 of the Mineral Leasing Act, 30 U.S.C. § 191.
- c. If any of the lands conveyed to the State under this Agreement are encumbered by mining claims, mill sites, or tunnel sites located under the Mining Law of 1872, 30 U.S.C. § 22 et seq, SITLA will recognize the mining claimants' and site-holders' interests in all valid mining claims and site locations and allow them to develop those minerals or use the sites so long as they comply with applicable laws and regulations, including, without limitation, applicable state filing and claim maintenance requirements; provided, however, that nothing herein shall preclude SITLA and any claimant or site-holder from agreeing to the relinquishment of any claim or site on mutually acceptable terms. SITLA shall further adjudicate any mining claim or site validity issues in the appropriate state or Federal court according to the Mining Law of 1872, as amended, and case law and administrative guidance interpreting that law. The BLM will provide notice to each mining claimant and site holder that its mining claims or site locations: (1) will be administered by SITLA and that compliance with state filing and claim maintenance requirements contained in Utah Code Ann. §53C-2-104 will be required to avoid abandonment of such claim under state law; (2) will no longer be administered by the United States; (3) will no longer be subject to Federal filing or fee requirements or BLM surface management requirements; and (4) that the Secretary no longer has jurisdiction to adjudicate the validity of any mining claim or site.

16. Hazardous Waste.

a. Notwithstanding the transfer to the United States of the lands and interests therein described in paragraph 2 and 5, SITLA shall continue to be responsible to the extent it is responsible on the date of transfer of title for all environmental remediation, waste management, and environmental compliance activities arising from ownership and/or control of lands and interests therein, or from the disposal, arrangement for disposal, or transportation of hazardous substances on or impacting

- such lands pursuant to applicable Federal and State laws with respect to conditions existing on the lands at the time of the transfer.
- b. Notwithstanding the transfer to the State of the lands and interests therein described in paragraph 3 and 5, the United States shall continue to be responsible to the extent it is responsible on the date of transfer of title for all environmental remediation, waste management, and environmental compliance activities arising from the ownership and/or control of lands and interests therein or from the disposal, arrangement for disposal, or transportation of hazardous substances on or impacting such lands pursuant to applicable Federal and State laws with respect to conditions existing on the lands at the time of the transfer.
- c. SITLA agrees to defend, indemnify, release, and hold the United States harmless against any liability, claims, suits, judgments, orders, damages, injuries, losses, or costs (including environmental investigation and response costs, and attorneys' fees) arising from the release of any Waste Material on or from any land owned by the United States that occurs in connection with the use of the easements described in paragraph 3. This obligation applies without regard to whether the release of Waste Material is caused by the SITLA, its agent, representative, permittee, licensee, lessee, or any other third party.
- 17. <u>General Provisions</u>. In addition to the foregoing, the Department, SITLA, and the State agree as follows:
 - a. Nothing in this Agreement shall prevent the parties from mutually agreeing to the correction of technical errors and omissions in exhibits contained or incorporated herein.
 - b. The parties agree to use reasonable diligence and efforts to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.
 - c. Nothing in this agreement may be construed to obligate the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress, nor does this agreement obligate the United States to spend funds on any particular project or purpose, even if funds are available.
 - d. Nothing in this agreement may be construed as a waiver or release of claims by the State or any of its political subdivisions concerning, but not limited to, the creation of, or any additions, reductions, or modifications to, the Monument.
 - e. This agreement may be executed in counterparts, each to be considered an original for all purposes, and collectively to be considered a single document.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the Great Seal of the State of Utah on the date first above written.

UNITED STATES DEPARTMENT OF THE INTERIOR

MAR 17 2023

tary of the Interior Date

STATE OF UTAH

Attested:

Lieutenant Governor



UTAH SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION

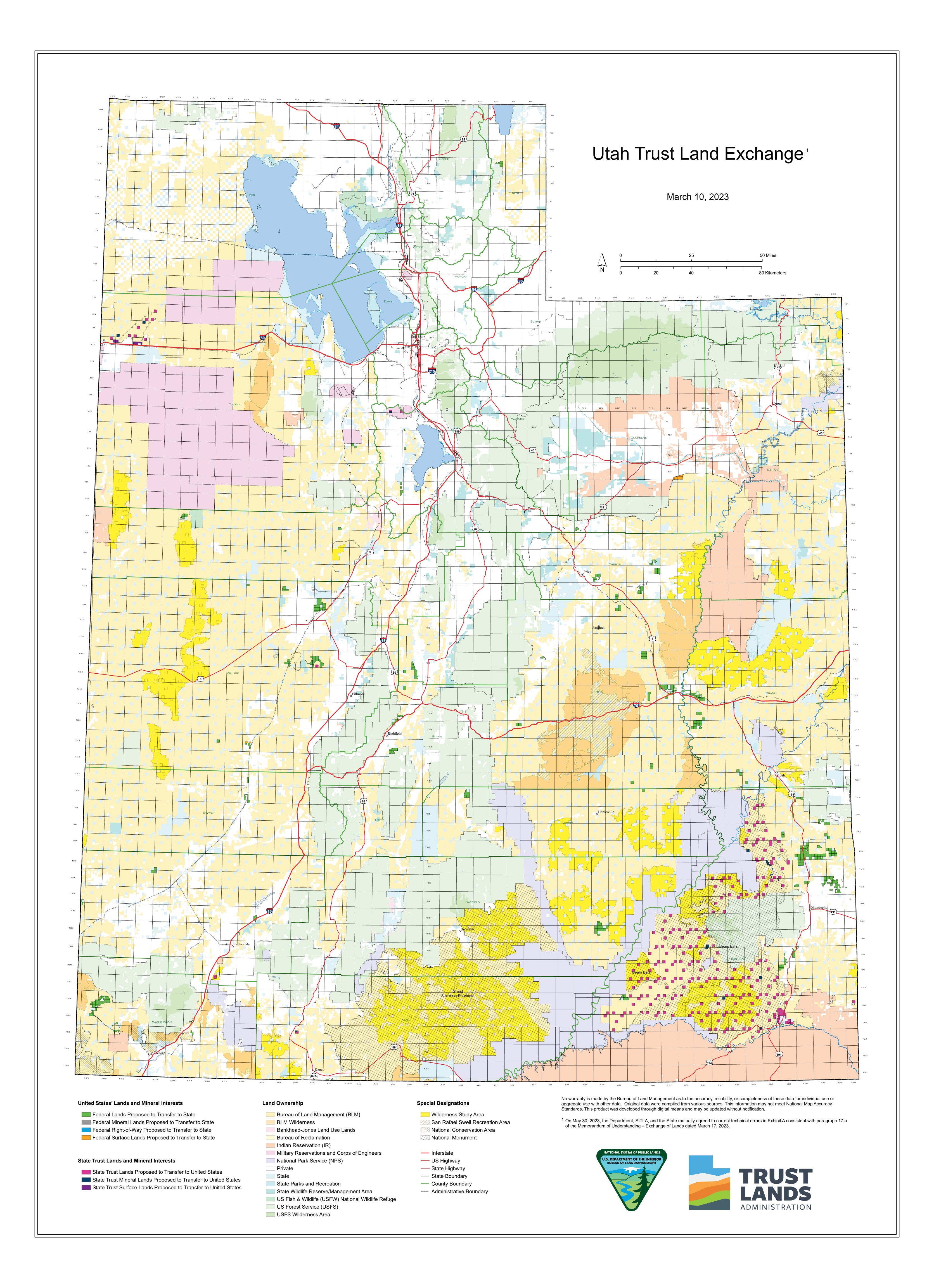
Michely 9. McCalli 3/17/2.

Exhibit A

Utah Trust Lands Exchange Map dated March 10, 2023

Specific Legal Descriptions of the State Trust Lands and Mineral Interests

Specific Legal Descriptions of the United States' Lands and Mineral Interests



United States' Lands and Mineral Interests¹

March 16, 2023

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Salt Lake Meridian, Utah
T. 11 N., R. 5 E.,
  sec. 9, NE1/4SE1/4, S1/2NW1/4SE1/4, and S1/2SE1/4;
  sec. 10, S1/2SW1/4 and SE1/4;
  sec. 11, NE1/4, NE1/4NW1/4, S1/2NW1/4, and S1/2;
  sec. 11, NW1/4NW1/4; (Surface Only)
  sec. 14.
T. 5 S., R. 1 W.,
  sec. 31, lot 7, SE1/4SW1/4, and SW1/4SE1/4.
T. 6 S., R. 1 W.,
  sec. 6, lots 1, 2, and SE1/4NE1/4.
T. 7 S., R. 1 W.,
  sec. 5, lots 4, 5, and W1/2SW1/4;
  sec. 6, lot 1, SE1/4NE1/4, and E1/2SE1/4.
T. 19 S., R. 1 W.,
  sec. 21, lots 1 thru 4, E1/2NW1/4, E1/2SW1/4, and W1/2SE1/4;
  sec. 27, lot 1;
  sec. 28, lots 1 thru 4, W1/2NE1/4, E1/2NW1/4, E1/2SW1/4, and SE1/4;
  sec. 33;
  sec. 34, lots 1 thru 5.
T. 20 S., R. 1 W.,
  secs. 3 and 10;
  sec. 14, W1/2NW1/4 and SW1/4SW1/4;
  sec. 15.
T. 20 S., R. 1 1/2 W.,
  sec. 1.
T. 9 S., R. 2 W.,
  sec. 1, lots 3 and 4, S1/2NW1/4, and SW1/4;
  sec. 12, SW1/4;
  sec. 13, NW1/4;
  sec. 24;
  sec. 25, lots 1 thru 4, and E1/2NW1/4.
T. 21 S., R. 2 W.,
  sec. 1.
T. 22 S., R. 2 W.,
  sec. 22, S1/2;
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¹ On May 30, 2023, the Department, SITLA, and the State mutually agreed to correct technical errors in Exhibit A consistent with paragraph 17.a of the Memorandum of Understanding – Exchange of Lands dated March 17, 2023.

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sec. 23, S1/2;
  sec. 26, N1/2NE1/4;
  sec. 27, NW1/4NE1/4, N1/2NW1/4, and SW1/4SW1/4;
  sec. 28, SE1/4SE1/4;
  sec. 33, N1/2, SW1/4, N1/2SE1/4, and SW1/4SE1/4;
  sec. 34, N1/2NW1/4.
T. 23 S., R. 2 W.,
  sec. 5.
T. 24 S., R. 2 W.,
  sec. 19, lots 3 and 4, SE1/4NE1/4, E1/2SW1/4, and SE1/4;
  sec. 20, NE1/4, NE1/4NW1/4, S1/2NW1/4, and S1/2;
  sec. 21, lots 1 thru 3, lots 5 thru 8, and W1/2;
  sec. 29, lots 1 thru 6, NW1/4NE1/4, NW1/4, and S1/2SE1/4;
  sec. 30, lots 1 thru 4, NE1/4, E1/2NW1/4, E1/2SW1/4, N1/2SE1/4, and SW1/4SE1/4.
T. 36 S., R. 3 W.,
  sec. 6, E1/2SE1/4SE1/4SW1/4, SW1/4SE1/4SE1/4SW1/4, S1/2SE1/4NE1/4SE1/4,
  SE1/4SW1/4NE1/4SE1/4, S1/2SW1/4SE1/4, and SE1/4SE1/4;
  sec. 7, lots 1 and 2.
T. 6 S., R. 4 W.,
  sec. 31, lots 5 thru 8, NE1/4NE1/4, W1/2NE1/4, E1/2NW1/4, E1/2SW1/4, and W1/2SE1/4.
T. 7 S., R. 4 W.,
  sec. 5, lots 1 thru 4, S1/2NE1/4 and S1/2NW1/4.
T. 5 S., R. 5 W.,
  sec. 11, SW1/4NW1/4 and NW1/4SW1/4.
T. 11 S., R. 5 W.,
  sec. 33, lots 6, 7, 11 thru 16, and S1/2.
T. 15 S., R. 5 W.,
  sec. 35, NE1/4SW1/4.
T. 44 S., R. 5 W.,
  sec. 3, SE1/4SW1/4;
  sec. 4, SW1/4SW1/4;
  sec. 8;
  sec. 9, lot 8;
  sec. 10, lots 1 thru 4, and N1/2NW1/4.
T. 16 S., R. 6 W.,
  sec. 4, lots 3 and 4, S1/2NW1/4, and SW1/4;
  secs. 5, 8, and 9;
  sec. 10, S1/2;
  secs. 15 and 17;
  sec. 18, lots 1 thru 4, E1/2, SE1/4NW1/4, and E1/2SW1/4;
  secs. 19 and 20;
  sec. 21, N1/2, SW1/4, N1/2SE1/4, N1/2SW1/4SE1/4, W1/2SW1/4SW1/4SE1/4, and
  E1/2SE1/4SE1/4SE1/4;
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sec. 22:
  sec. 29, N1/2NE1/4, N1/2NW1/4, and SW1/4NW1/4;
  sec. 30, lots 1 and 2, NE1/4, and W1/2NW1/4.
T. 19 S., R. 6 W.,
  secs. 17, 18, and 19;
  sec. 20, N1/2, N1/2SW1/2, and N1/2SE1/4;
  sec. 21, NW1/4, N1/2SW1/4, SE1/4SW1/4, and SE1/4;
  sec. 27, NW1/4NW1/4, S1/2NW1/4, and S1/2;
  sec. 28, E1/2;
  sec. 30, lots 1 thru 4, NW1/4NE1/4, E1/2NW1/4, NE1/4SW1/4, and W1/2SE1/4SW1/4;
  sec. 31, lots 1 thru 4 and W1/2NE1/4NW1/4;
  sec. 33, E1/2;
  sec. 34, N1/2 and W1/2SW1/4.
T. 44 S., R. 6 W.,
  sec. 9, lots 5 and 6.
  sec. 10, lot 9, that portion lying south and west of Kaneplex Dr.
T. 17 S., R. 7 W.,
  sec. 10, NE1/4SW1/4.
T. 19 S., R. 7 W.,
  sec. 13, NE1/4, E1/2NW1/4, N1/2SE1/4, and SE1/4SE1/4;
  sec. 20, 300 ft. right-of-way corridor within SE1/4NE1/4 and E1/2SE1/4;
  sec. 21, 300 ft. right-of-way corridor within S1/2NW1/4;
  sec. 22, 300 ft. right-of-way corridor within S1/2NW1/4, NE1/4SW1/4, W1/2SE1/4, and
  SE1/4SE1/4;
  sec. 24, SE1/4;
  sec. 25, NE1/4, NE1/4NW1/4, S1/2NW1/4, and S1/2;
  sec. 26, 300 ft. right-of-way corridor within W1/2NW1/4, N1/2SW1/4, and N1/2SE1/4;
  sec. 27, 300 ft. right-of-way corridor within E1/2NE1/4;
  sec. 29, 300 ft. right-of-way corridor within NE1/4 and NW1/4SE1/4;
  sec. 32, 300 ft. right-of-way corridor within W1/2NE1/4 and W1/2SE1/4.
T. 20 S., R. 7 W.,
  sec. 1, lots 1 thru 4;
  sec. 5, 300 ft. right-of-way corridor within lot 2, SW1/4NE1/4, SE1/4SW1/4, and W1/2SE1/4;
  sec. 6, 300 ft. right-of-way corridor within lot 7, SE1/4SW1/4, and SW1/4SE1/4;
  sec. 7, 300 ft. right-of-way corridor within N1/2NE1/4 and NE1/4NW1/4;
  sec. 8, 300 ft. right-of-way corridor within N1/2NW1/4.
T. 29 S., R. 7 W.,
  sec. 33, NW1/4SE1/4.
T. 32 S., R. 7 W.,
  sec. 7, lot 4;
  sec. 18, lot 1.
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T. 15 S., R. 8 W.,
  sec. 17;
  sec. 18, E1/2NE1/4, E1/2SE1/4, and SW1/4SE1/4;
  sec. 19, NE1/4;
  sec. 20, N1/2;
  sec. 21, N1/2.
T. 19 S., R. 8 W.,
  sec. 22, S1/2NE1/4, S1/2NW1/4, and S1/2;
  sec. 26, NW1/4SW1/4;
  sec. 27, N1/2, SW1/4, NE1/4SE1/4, and S1/2SE1/4;
  sec. 28, S1/2NE1/4, S1/2NW1/4, and S1/2;
  sec. 34, E1/2 and SE1/4SW1/4;
  sec. 35, 300 ft. right-of-way corridor within S1/2NW1/4, N1/2SW1/4, and SE1/4SE1/4;
  sec. 36, 300 ft. right-of-way corridor within SW1/4SW1/4.
T. 20 S., R. 8 W.,
  sec. 1, 300 ft. right-of-way corridor within lots 3 and 4, SW1/4NE1/4, SE1/4NW1/4,
  N1/2SE1/4, and SE1/4SE1/4.
T. 34 S., R. 9 W.,
  sec. 19, lots 1 thru 4, E1/2NW1/4, and E1/2SW1/4;
  sec. 30, lots 1 thru 4, NW1/4NE1/4, E1/2NW1/4, and NE1/4SW1/4;
  sec. 31, lot 1.
T. 15 S., R. 10 W.,
  sec. 7, lots 3 and 4, E1/2SW1/4, and SE1/4.
T. 24 S., R. 10 W.,
  sec. 16, SE1/4; (Surface Only)
  sec. 17, S1/2; (Surface Only)
  sec. 20, NW1/4;
  sec. 21, W1/2NE1/4, W1/2, W1/2SE1/4, and SE1/4SE1/4;
  sec. 28, NE1/4 and W1/2SE1/4.
T. 26 S., R. 10 W.,
  sec. 21, W1/2;
  sec. 28, W1/2.
T. 27 S., R. 10 W.,
  sec. 20, N1/2NE1/4, W1/2NW1/4, and SW1/4;
  sec. 21, N1/2NW1/4, SE1/4NW1/4, and E1/2SW1/4;
  sec. 28, E1/2NW1/4 and S1/2SW1/4;
  sec. 29, W1/2;
  sec. 33, NE1/4, E1/2NW1/4, E1/2SW1/4, N1/2SE1/4, and SW1/4SE1/4.
T. 34 S., R. 10 W.,
  sec. 24, S1/2NE1/4, and SE1/4;
  sec. 25, E1/2.
T. 35 S., R. 10 W.,
  sec. 19, lots 6 thru 9, and NE1/4NW1/4.
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T. 24 S., R. 12 W.,
  sec. 15.
T. 40 S., R. 13 W.,
  sec. 22, NW1/4SW1/4;
  sec. 28, E1/2NE1/4 and SW1/4NE1/4.
T. 41 S., R. 13 W.,
  sec. 9, lots 8 thru 10, E1/2NE1/4, and W1/2SE1/4;
  sec. 10, SE1/4SW1/4;
  sec. 15, NW1/4, N1/2SW1/4, and SW1/4SW1/4.
T. 11 S., R. 14 W.,
  sec. 7, that portion lying southeasterly of the centerline of the Pony Express Road;
  sec. 8, that portion lying southeasterly of the centerline of the Pony Express Road,
  unsurveyed;
  secs. 9, unsurveyed;
  sec. 17, excepting patented mining claims, unsurveyed;
  sec. 18, that portion lying southeasterly of the centerline of the Pony Express Road, excepting
  patented mining claims, unsurveyed.
T. 31 S., R. 15 W.,
  sec. 31.
T. 32 S., R. 15 W.,
  sec. 6, lots 3 thru 7, SE1/4NW1/4, and E1/2SW1/2;
  sec. 6, lots 1 and 2, S1/2NE1/4, and SE1/4. (Minerals Only)
T. 32 S., R. 16 W.,
  sec. 1.
T. 40 S., R. 17 W.,
  sec. 31, lots 2 and 3, NE1/4, and SE1/4NW1/4.
T. 41 S., R. 17 W.,
  sec. 5, 500 ft. right-of-way corridor within W1/2SE1/4;
  sec. 7, lots 3 and 4, E1/2SW1/4, and SE1/4;
  sec. 8, N1/2SW1/4, SE1/4SW1/4, and W1/2SE1/4;
  sec. 8, 500 ft. right-of-way corridor within W1/2NE1/4 and SE1/4NW1/4;
  sec. 17, 500 ft. right-of-way corridor within W1/2NE1/4, SE1/4NW1/4, NE1/4SW1/4,
  NE1/4SE1/4, and S1/2SE1/4;
  sec. 18, 500 ft. right-of-way corridor within lots 1 thru 4.
T. 39 S., R. 18 W.,
  sec. 8, S1/2SW1/4 and S1/2SE1/4;
  sec. 9, S1/2SW1/4 and S1/2SE1/4;
  sec. 10, S1/2SW1/4;
  sec. 15, SW1/4NE1/4, NW1/4, and S1/2;
  sec. 16, NE1/4, E1/2NW1/4, and S1/2;
  sec. 17, lots 1, 3, and 4, N1/2NE1/4, SW1/4NE1/4, NW1/4, and SW1/4, excepting M.S. No.
  6283, M.S. No. 6422, M.S. No. 6557, and M.S. No. 6768;
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sec. 18, NE1/4, SE1/4NW1/4, E1/2SW1/4, and SE1/4 excepting M.S. No. 6283;

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sec. 19, excepting M.S. No. 6493, M.S. No. 6557, M.S. No. 6768, and M.S. No. 6698;
  sec. 20, excepting patented M.S. No. 6557, M.S. No. 6768, M.S. No. 6422, M.S. No. 6283,
  M.S. No. 6454;
  sec. 21, excepting patented M.S. No. 6283;
  sec. 22;
  sec. 23, W1/2SW1/4;
  sec. 26, NW1/4NW1/4;
  sec. 27, N1/2NE1/4 and N1/2NW1/4;
  sec. 28, N1/2NE1/4 and N1/2NW1/4;
  sec. 29, N1/2, N1/2SW1/4, and N1/2SE1/4;
  sec. 30, lots 1 thru 4, NE1/4, E1/2NW1/4, E1/2SW1/4, N1/2SE1/4, and SW1/4SE1/4;
  sec. 31, lot 1, NW1/4NE1/4, and NE1/4NW1/4.
T. 40 S., R. 18 W.,
  sec. 19, 500 ft. right-of-way corridor within lots 3, 4, and SE1/4SW1/4;
  sec. 29, 500 ft. right-of-way corridor within SW1/4;
  sec. 30, 500 ft. right-of-way corridor within NW1/4NE1/4, S1/2NE1/4, NE1/4NW1/4, and
  NE1/4SE1/4;
  sec. 33, 500 ft. right-of-way corridor within SW1/4 and SW1/4SE1/4.
T. 41 S., R. 18 W.,
  sec. 1, lots 3 thru 5;
  sec. 3, 500 ft. right-of-way corridor within lots 4 thru 7, lots 9 thru 11, and NE1/4SE1/4;
  sec. 4, 500 ft. right-of-way corridor within lots 1, 2, and 8;
  sec. 11, 500 ft. right-of-way corridor within N1/2NE1/4 and SE1/4NE1/4;
  sec. 12, SE1/4;
  sec. 12, 500 ft. right-of-way corridor within NW1/4NW1/4, S1/2NW1/4, and NE1/4SW1/4;
  sec. 13, 500 ft. right-of-way corridor within E1/2NE1/4 and E1/2SE1/4.
T. 1 S., R. 19 W.,
  sec. 8, E1/2NE1/4.
T. 39 S., R. 19 W.,
  sec. 23, SE1/4NE1/4, NE1/4SE1/4, and S1/2SE1/4;
  sec. 24, S1/2NE1/4, S1/2NW1/4, and S1/2;
  secs. 25 and 26;
  sec. 27, E1/2 and E1/2SW1/4;
  sec. 34, N1/2NE1/4, SE1/4NE1/4, NE1/4NW1/4, and E1/2SE1/4;
  sec. 35:
  sec. 36, N1/2 and N1/2SE1/4.
T. 40 S., R. 19 W.,
  sec. 1, lots 3 thru 6, S1/2NW1/4, and SW1/4;
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sec. 3, SE1/4SE1/4;

sec. 14, W1/2;

sec. 10, N1/2NE1/4 and SE1/4SE1/4;

sec. 11, NW1/4NE1/4, NW1/4, and SW1/4;

sec. 13, 500 ft. right-of-way corridor within SW1/4SW1/4;

Page **6** of **13**

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sec. 14, 500 ft. right-of-way corridor within SE1/4;
  sec. 15;
  sec. 24, 500 ft. right-of-way corridor within NE1/4NE1/4, S1/2NE1/4, N1/2NW1/4,
  SE1/4NW1/4, and NE1/4SE1/4.
T. 33 S., R. 20 W.,
  sec. 35, lots 1 thru 4, E1/2NE1/4, and E1/2SE1/4;
  sec. 36, lots 1 and 2.
T. 34 S., R. 20 W.,
  sec. 1, lots 3 and 4, S1/2NW1/4, and SW1/4.
T. 27 S., R. 3 E.,
  sec. 3, lot 1, SE1/4NE1/4, and SE1/4;
  sec. 10, lots 1 thru 4, E1/2NE1/4, E1/2NW1/4, SW1/4, and E1/2SE1/4;
  secs. 11 and 14;
  sec. 15, lots 1 and 2, E1/2NE1/4, NE1/4NW1/4, S1/2NW1/4, and S1/2.
T. 3 S., R. 4 E.,
  sec. 3, lots 8, 15, and 18;
  sec. 4, lot 14.
T. 29 S., R. 4 E.,
  sec. 23, N1/2NE1/4 and SE1/4NE1/4.
T. 23 S., R. 6 E.,
  secs. 10 and 11.
T. 19 S., R. 7 E.,
  sec. 13, E1/2NE1/4.
T. 19 S., R. 8 E.,
  sec. 7, SW1/4SE1/4;
  sec. 17, NW1/4NW1/4 and E1/2SW1/4;
  sec. 18, lots 1, 2, W1/2NE1/4, and E1/2NW1/4.
T. 11 S., R. 9 E.,
  sec. 28, SW1/4NW1/4 and NW1/4SE1/4.
T. 11 S., R. 10 E.,
  sec. 29, W1/2NW1/4 and SW1/4;
  sec. 30, NE1/4NE1/4, S1/2NE1/4, and SE1/4;
  sec. 31, N1/2NE1/4 and SW1/4NE1/4;
  sec. 33, N1/2NW1/4 and SW1/4NW1/4.
T. 14 S., R. 11 E.,
  secs. 20 and 21;
  sec. 28, W1/2NE1/4, NE1/4NW1/4, SE1/4SW1/4, and NW1/4SE1/4;
  sec. 29, W1/2NW1/4, SW1/4, and W1/2SE1/4;
  sec. 30, lots 1 and 2, E1/2, and E1/2NW1/4;
  sec. 31, NE1/4 and N1/2SE1/4.
T. 34 S., R. 11 E.,
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sec. 28, S1/2, unsurveyed;

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sec. 33;
  sec. 34, W1/2, unsurveyed.
T. 35 S., R. 11 E.,
  sec. 1, lots 1 thru 4, S1/2NE1/4, S1/2NW1/4, SW1/4, and W1/2SE1/4;
  sec. 3;
  secs. 4 and 5, secs. 8 thru 11, and sec. 17, unsurveyed;
  sec. 21, N1/2, unsurveyed.
T. 15 S., R. 12 E.,
  sec. 28;
  sec. 33, N1/2, SW1/4, N1/2SE1/4, and SW1/4SE1/4.
T. 16 S., R. 12 E.,
  secs. 15, 21, and 22.
T. 34 S., R. 12 E.,
  sec. 31, lots 1 thru 4, N1/2NE1/4, SW1/4NE1/4, E1/2NW1/4, and NE1/4SW1/4.
T. 38 S., R. 12 E.,
  sec. 35, lots 1 and 2, lots 5 thru 9, E1/2NE1/4, and SE1/4;
  sec. 36.
T. 39 S., R. 12 E.,
  sec. 1, unsurveyed;
  sec. 3, lots 5 thru 8 and S1/2SE1/4.
T. 15 S., R. 13 E.,
  sec. 11, SE1/4;
  sec. 12, S1/2NE1/4 and S1/2;
  sec. 13;
  sec. 14, N1/2NE1/4, SE1/4NE1/4, SE1/4SW1/4, and S1/2SE1/4;
  sec. 23;
  sec. 24, W1/2.
T. 19 S., R. 13 E.,
  secs. 1, 12, and 13.
T. 26 S., R. 13 E.,
  sec. 22.
T. 39 S., R. 13 E.,
  sec. 6, S1/2NE1/4, NW1/4, and S1/2, unsurveyed.
T. 13 S., R. 14 E.,
  sec. 26, W1/2 and NW1/4SE1/4;
  sec. 27, N1/2NE1/4, NW1/4, and E1/2SW1/4;
  sec. 33, S1/2NE1/4NE1/4, S1/2NE1/4, S1/2NW1/4, NE1/4SW1/4, N1/2SE1/4, and
  SE1/4SE1/4;
  sec. 34, W1/2NW1/4 and SW1/4.
T. 14 S., R. 14 E.,
  secs. 11 thru 14;
  sec. 24, NW1/4NE1/4.
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T. 19 S., R. 14 E.,
   secs. 6, 7, and 18.
T. 21 S., R. 14 E.,
   sec. 15, N1/2, SW1/4, N1/2SE1/4, and SW1/4SE1/4;
   sec. 22, W1/2NE1/4, W1/2, and W1/2SE1/4;
   sec. 27, W1/2NE1/4, W1/2, and W1/2SE1/4.
T. 25 S., R. 14 E.,
   secs. 22 and 27.
T. 27 S., R. 14 E.,
  sec. 5.
T. 8 S., R. 15 E.,
  secs. 24, 25, and 26. (Surface Only)
T. 21 S., R. 15 E.,
   secs. 1, 3, and 4;
   sec. 5, lots 1 thru 19, NW1/4SW1/4, S1/2SW1/4, and NE1/4SE1/4;
   sec. 10, NW1/4NE1/4, N1/2NW1/4, and SW1/4SW1/4;
   sec. 11, N1/2NE1/4 and NE1/4NW1/4;
   sec. 12, lots 1 thru 4, W1/2NE1/4, N1/2NW1/4, and NW1/4SE1/4;
   sec. 13, lots 1 thru 4, SW1/4NE1/4, NW1/4NW1/4, S1/2NW1/4, NE1/4SW1/4, S1/2SW1/4,
   and W1/2SE1/4;
   sec. 14, S1/2NE1/4, S1/2NW1/4, and S1/2;
   sec. 22, SE1/4NE1/4 and S1/2;
   sec. 27, N1/2NE1/4 and N1/2NW1/4.
T. 8 S., R. 16 E.,
   secs. 19, 20, 29, and 30. (Surface Only)
T. 21 S., R. 16 E.,
   sec. 5, NW1/4SW1/4;
   sec. 6, lots 5 and 6, lots 11 thru 13, and lots 19 thru 22, NE1/4SW1/4, and N1/2SE1/4;
   sec. 7, lots 3 and 4, S1/2NE1/4, SE1/4NW1/4, E1/2SW1/4, and NE1/4SE1/4;
   sec. 8, SW1/4NW1/4.
T. 21 S., R. 17 E.,
   sec. 17, SW1/4 and N1/2SE1/4;
   sec. 18; lots 3 and 4, E1/2SW1/4, and SE1/4;
   sec. 19, lot 1, N1/2NE1/4, and NE1/4NW1/4;
   sec. 20, E1/2 and NW1/4;
   sec. 21;
   sec. 22, N1/2NE1/4, SW1/4NW1/4, NW1/4SW1/4, S1/2SW1/4, and S1/2SE1/4;
   secs. 26 and 27;
   sec. 28, NE1/4.
T. 22 S., R. 17 E.,
   secs. 21, 22, and 35.
T. 23 S., R. 17 E.,
   secs. 3 thru 5, and sec. 8;
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sec. 21, N1/2;
   sec. 22, W1/2NE1/4, W1/2, NW1/4SE1/4, and S1/2SE1/4;
   sec. 29, W1/2NW1/4.
T. 30 S., R. 23 E.,
   sec. 1;
   sec. 10;
   sec. 11, lots 1 thru 4, W1/2NE1/4, N1/2NW1/4, SE1/4NW1/4, SW1/4, and W1/2SE1/4;
   sec. 12, N1/2, SW1/4, N1/2SE1/4, and SE1/4SE1/4;
   sec. 12, SW1/4SE1/4; (Surface Only)
   sec. 13, N1/2, NE1/4SW1/4, and SE1/4;
   secs. 14 and 15, secs. 22 thru 29, and secs. 33 thru 35.
T. 31 S., R. 23 E.,
   sec. 3, lots 1 thru 4, S1/2NE1/4, S1/2NW1/4, SW1/4, N1/2SE1/4, and SW1/4SE1/4;
   sec. 3, SE1/4SE1/4; (Surface Only)
   secs. 4, 9, and 10.
T. 32 S., R. 23 E.,
   sec. 11;
   sec. 12, lots 1 and 2, W1/2NE1/4, W1/2, and W1/2SE1/4;
   sec. 17;
   sec. 18, SE1/4NE1/4 and SE1/4.
T. 36 S., R. 23 E.,
   sec. 5, lot 4;
   sec. 6, lots 1 thru 3, SE1/4SW1/4, and SW1/4SE1/4;
   sec. 7, W1/2NE1/4 and SE1/4NE1/4;
   sec. 8, NW1/4NW1/4.
T. 4 S., R. 24 E.,
   sec. 32, lots 1 thru 3, and lot 6. (Surface Only)
T. 22 S., R. 24 E.,
   sec. 3, lots 4 and 5, and SW1/4NW1/4;
   sec. 4, lots 1 thru 3.
T. 28 S., R. 24 E.,
   sec. 34, N1/2NE1/4, SW1/4NE1/4, NW1/4, N1/2SW1/4, and SW1/4SW1/4;
   sec. 35, E1/2, E1/2NW1/4, E1/2SW1/4, and NW1/4SW1/4.
T. 29 S., R. 24 E.,
   sec. 1:
   sec. 3, lots 3 and 4, SW1/4NE1/4, and S1/2NW1/4;
   sec. 25.
T. 30 S., R. 24 E.,
   sec. 10, excepting patented mining claims;
   sec. 11, NW1/4NW1/4, W1/2NE1/4NW1/4, S1/2NW1/4, SW1/4, and W1/2SW1/4SE1/4,
   excepting patented mining claims.
   secs. 25 thru 31, and secs. 33 and 34;
   sec. 35, NE1/4, W1/2NW1/4, and S1/2.
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T. 32 S., R. 24 E.,
   sec. 1;
   sec. 12, N1/2, SW1/4 and NW1/4SE1/4;
   sec. 13, N1/2NW1/4 and SW1/4NW1/4;
   sec. 14, E1/2 and N1/2NW1/4.
T. 29 S., R. 25 E.,
   secs. 6 and 31.
T. 30 S., R. 25 E.,
   sec. 15, SW1/4NW1/4, NW1/4SW1/4, and S1/2SW1/4;
   secs. 17, 18, 20, and 21;
   sec. 22, NW1/4 and S1/2;
   sec. 27;
   sec. 28, N1/2, N1/2SW1/4, N1/2SE1/4, and SE1/4SE1/4;
   sec. 29.
T. 32 S., R. 25 E.,
   sec. 1, SE1/4SW1/4;
   sec. 3, SE1/4;
   sec. 4, lots 3 thru 6, lots 12 and 13, SW1/4, and S1/2SE1/4;
   sec. 5, lots 1 thru 16, NE1/4SW1/4, and SE1/4;
   sec. 6, lots 1 thru 14 and lots 16 thru 18;
   sec. 7, lot 4, E1/2SW1/4, and SE1/4;
   sec. 8, E1/2NE1/4, S1/2SW1/4, E1/2SE1/4, and SW1/4SE1/4;
   sec. 9;
   sec. 10, N1/2, SW1/4, N1/2SE1/4, and SW1/4SE1/4;
   sec. 12, SW1/4NE1/4;
   sec. 14, SW1/4NW1/4 and SW1/4;
   sec. 15;
   sec. 17, NE1/4, E1/2NW1/4, E1/2SW1/4, N1/2SE1/4, and SW1/4SE1/4;
   sec. 21, NE1/4;
   sec. 22, N1/2 and SE1/4;
   sec. 23, NW1/4NE1/4 and N1/2SE1/4;
   sec. 24, S1/2NE1/4;
   sec. 26, W1/2NE1/4, NW1/4, and SW1/4;
   sec. 27, SE1/4NE1/4, N1/2NW1/4, SW1/4NW1/4, W1/2SW1/4, and E1/2SE1/4;
   sec. 29, N1/2;
   sec. 34, N1/2;
   sec. 35, N1/2.
T. 21 S., R. 26 E.,
   sec. 31, N1/2NE1/4, N1/2NW1/4, SW1/4NW1/4, and SW1/4.
T. 26 S., R. 26 E.,
   sec. 31, lots 1 and 2.
T. 32 S., R. 26 E.,
   sec. 19, N1/2SE1/4.
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T. 33 S., R. 26 E.,

sec. 9, W1/2SW1/4.

The areas described aggregate approximately 167,013 acres.

State Trust Lands and Mineral Interests¹

March 16, 2023

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Salt Lake Meridian, Utah
T. 2 N., R. 16 W.,
  secs. 16 and 32.
T. 1 N., R. 17 W.,
  sec. 2; (Minerals Only)
  secs. 16 and 32.
T. 2 N., R. 17 W.,
  sec. 36.
T. 1 N., R. 18 W.,
  sec. 32; (Minerals Only)
  sec. 36, N1/2, N1/2SW1/4, W1/2SW1/4SW1/4, N1/2 SE1/4, E1/2SW1/4SE1/4, and
  SE1/4SE1/4.
T. 4 S., R. 2 W.,
  sec. 32, N1/2;
  sec. 32, S1/2; (Minerals Only)
  sec. 36, lots 1 thru 7, NE1/4NE1/4, W1/2, and S1/2SE1/4.
T. 19 S., R. 6 W.,
  sec. 32.
T. 41 S., R. 7 W.,
  sec. 16, lots 1 thru 12;
  sec. 16, NW1/4. (Minerals Only)
T. 38 S., R. 12 W.,
  sec. 2.
T. 1 S., R. 17 W.,
  sec. 2;
  sec. 7, E1/2SW1/4, E1/2NW1/4SW1/4, and SE1/4; (Surface Only)
  sec. 8, S1/2; (Surface Only)
  sec. 9, S1/2; (Surface Only)
  sec. 10, SW1/4; (Surface Only)
  sec. 15, NW1/4, N1/2SW1/4; (Surface Only)
  sec. 17, N1/2, N1/2SW1/4, and N1/2SE1/4; (Surface Only)
  sec. 18, NE1/4, E1/2NE1/4NW1/4, E1/2SE1/4NW1/4, N1/2SE1/4. (Surface Only)
T. 1 S., R. 18 W.,
  sec. 7. (Surface Only)
T. 1 S., R. 19 W.,
  sec. 2:
  sec. 12. (Surface Only)
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¹ On May 30, 2023, the Department, SITLA, and the State mutually agreed to correct technical errors in Exhibit A consistent with paragraph 17.a of the Memorandum of Understanding – Exchange of Lands dated March 17, 2023.

- T. 39 S., R. 11 E., sec. 36.
- T. 40 S., R. 11 E., sec. 2.
- T. 39 S., R. 12 E., secs. 32 and 36.
- T. 40 S., R. 12 E., secs. 2, 16, and 32.
- T. 37 S., R. 13 E., secs. 2, 16, 32, and 36.
- T. 38 S., R. 13 E., secs. 2, 16, 32, and 36.
- T. 39 S., R. 13 E., secs. 2, 16, and 32; sec. 36, E1/2 and NW1/4.
- T. 35 S., R. 14 E., secs. 2 and 36.
- T. 36 S., R. 14 E., sec. 2; sec. 16, E1/2, N1/2NW1/4, and SW1/4; secs. 32 and 36.
- T. 37 S., R. 14 E., secs. 2, 16, 32, and 36.
- T. 38 S., R. 14 E., secs. 2, 16, 32, and 36.
- T. 39 S., R. 14 E., secs. 2, 16, 32, and 36.
- T. 40 S., R. 14 E., sec. 2.
- T. 34 S., R. 15 E., secs. 2, 16, 32, and 36.
- T. 35 S., R. 15 E., secs. 2, 16, 32, and 36.
- T. 36 S., R. 15 E., secs. 2, 16, 32, and 36.
- T. 37 S., R. 15 E., secs. 2, 16, 32, and 36.
- T. 38 S., R. 15 E., secs. 2, 16, 32, and 36.
- T. 39 S., R. 15 E. secs. 2, 16, and 32.
- T. 40 S., R. 15 E., sec. 2.

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T. 34 S., R. 16 E.,
  secs. 32 and 36.
T. 35 S., R. 16 E.,
  secs. 2, 16, 32, and 36.
T. 36 S., R. 16 E.,
  secs. 2, 16, 32, and 36.
T. 37 S., R. 16 E.,
  secs. 2, 16, 32, and 36.
T. 38 S., R. 16 E.,
  secs. 2 and 16;
  sec. 32, N1/2 and W1/2SW1/4.
T. 39 S., R. 16 E.,
  sec. 36.
T. 40 S., R. 16 E.,
  sec. 2.
T. 40 S., R. 17 E.,
  sec. 32;
  sec. 36, lots 2, 3, 5, 8, and 9, W1/2NW1/4, and SW1/4;
  sec. 36, lot 12. (Surface Only)
T. 35 S., R. 17 E.,
  secs. 2, 16, and 32;
  sec. 36. (Minerals Only)
T. 36 S., R. 17 E.,
  sec. 2; (Minerals Only)
  secs. 16 and 32.
T. 37 S., R. 17 E.,
  secs. 16, 32, and 36.
T. 38 S., R. 17 E.,
  sec. 2;
  sec. 16, N1/2, N1/2SW1/4, and N1/2SE1/4.
T. 39 S., R. 17 E.,
  secs. 16, 32, and 36;
T. 40 S., R. 17 E.,
  secs. 2, 16, and 36.
T. 31 S., R. 18 E.,
  secs. 32 and 36.
T. 32 S., R. 18 E.,
  secs. 2 and 16;
  sec. 36, S1/2NE1/4, NW1/4, and E1/2SE1/4.
T. 33 S., R. 18 E.,
  sec. 2;
  sec. 16, N1/2, N1/2SW1/4, SW1/4SW1/4, and N1/2SE1/4;
  sec. 32, lots 1, 3, 4, 6, and 9, N1/2, NW1/4SW1/4, and NE1/4SE1/4;
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sec. 36, lots 2, 3, 5, and 7, N1/2, N1/2SW1/4, and N1/2SE1/4.
T. 35 S., R. 18 E.,
  sec. 32, N1/2, NE1/4SW1/4, W1/2SW1/4, and NE1/4SE1/4.
T. 36 S., R. 18 E.,
  secs. 16 and 32.
T. 37 S., R. 18 E.,
  secs. 16 and 32;
  sec. 36, excluding those portions lying with in the right-of-way of Highway 261;
  sec. 36, those portions of land lying within the right-of-way of Highway 261. (Minerals Only)
T. 38 S., R. 18 E.,
  secs. 32 and 36.
T. 39 S., R. 18 E.,
  sec. 2; (Minerals Only)
  sec. 16, excluding those portions lying within the right-of-way of Highway 261;
  sec. 16, those portions lying within the right-of-way of Highway 261; (Minerals Only)
  secs. 32 and 36.
T. 40 S., R. 18 E.,
  secs. 2, 16, 32, and 36.
T. 41 S., R. 18 E.,
  sec. 2;
  sec. 36, E1/2 and SE1/4SW1/4.
T. 31 S., R. 19 E.,
  sec. 32.
T. 32 S., R. 19 E.,
  sec. 2, lots 3 and 4, S1/2NW1/4, and S1/2;
  secs. 16, 32, and 36.
T. 33 S., R. 19 E.,
  sec. 2.
T. 37 S., R. 19 E.,
  sec. 16, N1/2NE1/4, SW1/4NE1/4, W1/2, and SE1/4;
  sec. 16, SE1/4NE1/4; (Minerals Only)
  secs. 32 and 36.
T. 38 S., R. 19 E.,
  secs. 2, 16, 32, and 36.
T. 39 S., R. 19 E.,
  secs. 2, 16, 32, and 36.
T. 40 S., R. 19 E.,
  sec. 2, lots 2 thru 7, SW1/4NE1/4, S1/2NW1/4, SW1/4, NW1/4SE1/4, and S1/2SE1/4;
  sec. 16, E1/2, N1/2NW1/4, SE1/4NW1/4, NE1/4SW1/4, and S1/2SW1/4;
  secs. 32 and 36.
T. 27 S., R. 20 E.,
  sec. 16, lots 5 thru 8, lot 10, and S1/2SE1/4;
  sec. 36.
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T. 28 S., R. 20 E.,
  sec. 2;
  sec. 16, E1/2;
  secs. 32 and 36.
T. 29 S., R. 20 E.,
  secs. 2, 16, 32, and 36.
T. 29 1/2 S., R. 20 E.,
  secs. 32 and 36.
T. 30 S., R. 20 E.,
  sec. 2;
  sec. 16; (Minerals Only)
  sec. 36.
T. 30 1/2 S., R. 20 E.,
  sec. 36.
T. 31 S., R. 20 E.,
  sec. 36.
T. 32 S., R. 20 E.,
  secs. 32 and 36.
T. 33 S., R. 20 E.,
  sec. 2.
T. 36 S., R. 20 E.,
  sec. 36.
T. 37 S., R. 20 E.,
  secs. 2 and 16;
  sec. 32, excluding those portions of land lying within the right-of-way of Highway 95;
  sec. 32, those portions of land lying within the right-of-way of Highway 95; (Minerals Only)
  sec. 36. (Minerals Only)
T. 38 S., R. 20 E.,
  secs. 2, 16, 32, and 36.
T. 39 S., R. 20 E.,
  secs. 2, 16, and 32;
  sec. 36, NE1/4NE1/4, W1/2NW1/4, and W1/2SW1/4.
T. 40 S., R. 20 E.,
  secs. 2 and 16;
  sec. 32, excluding those portions of land lying within the right-of-way of Highway 163;
  sec. 32, those portions of land lying within the right-of-way of Highway 163; (Minerals Only)
  sec. 36, excluding those portions of lands lying within the right-of-way of Highway 163 and
  those lands described in Utah State Patent No. 20479, Recorded Patent Book 45, pg. 179;
  sec. 36, those portions of land lying within the right-of-way of Highway 163 and those lands
  described in Utah State Patent No. 20479, Recorded Patent Book 45, pg. 179; (Minerals Only)
T. 41 S., R. 20 E.,
  sec. 2:
  sec. 16, N1/2, N1/2SW1/4, and SW1/4SW1/4.
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T. 27 S., R. 21 E.,
  sec. 8, N1/2SE1/4; (Minerals Only)
  sec. 16, SW1/4SW1/4;
  sec. 32.
T. 28 S., R. 21 E.,
  sec. 32.
T. 29 S., R. 21 E.,
  secs. 16, 32, and 36.
T. 30 S., R. 21 E.,
  secs. 2, 16, 32, and 36.
T. 31 S., R. 21 E.,
  sec. 2;
  sec. 3, lot 5, lots 11 thru 14, SW1/4, and SW1/4SE1/4; (Minerals Only)
  sec. 4, lots 1 and 2, lots 7 thru 10, lots 15 and 16, and E1/2SE1/4; (Minerals Only)
  sec. 10, N1/2NE1/4, SE1/4NE1/4, and NE1/4NW1/4; (Minerals Only)
  sec. 11, NW1/4NW1/4 and SE1/4NW1/4;
  sec. 11, SW1/4NW1/4; (Minerals Only)
  sec. 14, SE1/4NE1/4 and NE1/4SE1/4; (Minerals Only)
  sec. 24, NW1/4SW1/4; (Minerals Only)
  sec. 26, SE1/4NE1/4, NE1/4SW1/4; W1/2SW1/4, and NW1/4SE1/4; (Minerals Only)
  sec. 32;
  sec. 35, NE1/4NW1/4 and NE1/4SW1/4; (Minerals Only)
  sec. 36.
T. 32 S., R. 21 E.,
  secs. 2 and 16;
  sec. 32, NE1/4, W1/2, and E1/2SE1/4.
T. 33 S., R. 21 E.,
  sec. 5, NW1/4NE1/4. (Minerals Only)
T. 35 S., R. 21 E.,
  sec. 32, W1/2NE1/4 and SE1/4NE1/4.
T. 36 S., R. 21 E.,
  sec. 32, E1/2 and S1/2SW1/4.
T. 37 S., R. 21 E.,
  secs. 16 and 36.
T. 38 S., R. 21 E.,
  secs. 2, 16, 32, and 36.
T. 39 S., R. 21 E.,
  secs. 2 and 16;
  sec. 25, S1/2NE1/4 and SE1/4;
  sec. 32;
  sec. 36, N1/2 and SE1/4.
T. 40 S., R. 21 E.,
  sec. 1, lots 1 and 2, S1/2NE1/4, N1/2SE1/4, and SE1/4SE1/4;
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sec. 2:
  sec. 11, W1/2NE1/4, W1/2, and E1/2SE1/4;
  sec. 11, W1/2SE1/4; (Surface Only)
  sec. 12, NE1/4NE1/4, S1/2NE1/4, SE1/4SW1/4, and SE1/4;
  sec. 13, E1/2, E1/2NW1/4, and E1/2SW1/4;
  sec. 16;
  sec. 24, SW1/4SW1/4, and those portions of land described in Utah State Patent No. 20173,
  Recorded Patent Book 44, pg. 73; (Minerals Only)
  sec. 24, NE1/4, E1/2NW1/4, N1/2SE1/4, SE1/4SE1/4, excluding those portions of land
  described in Utah State Patent No. 20173, Recorded Patent Book 44, pg. 73;
  sec. 27, NW1/4SE1/4; (Minerals Only)
T. 29 1/2 S., R. 22 E.,
  sec. 32.
T. 30 S., R. 22 E.,
  sec. 16.
T. 31 S., R. 22 E.,
  secs. 2 and 16;
  sec. 31, SW1/4SE1/4; (Minerals Only)
  sec. 32.
T. 32 S., R. 22 E.,
  sec. 6, SE1/4NE1/4 and NE1/4SE1/4; (Minerals Only)
  sec. 16, N1/2, N1/2SW1/4, SE1/4SW1/4, and SE1/4;
  sec. 16, SW1/4SW1/4; (Minerals Only)
  sec. 21, SW1/4NW1/4 and NW1/4SW1/4. (Minerals Only)
T. 38 S., R. 22 E.,
  sec. 32.
T. 39 S., R. 22 E.,
  sec. 16;
  sec. 18, SW1/4SE1/4; (Minerals Only)
  sec. 30, lots 2, 3, and 4, SE1/4NW1/4, E1/2SW1/4, and SE1/4;
  secs. 31 and 32.
T. 40 S., R. 22 E.,
  sec. 4, W1/2;
  secs. 5 and 6;
  secs. 7, lots 1 thru 4;
  sec. 9, W1/2;
  sec. 15, S1/2NE1/4, S1/2NW1/4, and S1/2;
  sec. 18, lots 1 and 2;
  sec. 21, N1/2, N1/2SW1/4, E1/2SW1/4SW1/4, SE1/4SW1/4, N1/2SE1/4, and S1/2SE1/4;
  sec. 22, excluding those portions of land lying within the right-of-way of Highway 162;
  sec. 22, those portions of land lying within the right-of-way of Highway 162; (Minerals Only)
  sec. 23, those portions of land lying south of the southerly right-of-way line of Highway 162.
T. 39 S., R. 26 E.,
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sec. 16.

The areas described aggregate approximately 162,510 acres

EXHIBIT B SITLA Authorized Range Improvements Pending Completion¹

<u>Well Name</u>	<u>Location</u>	<u>Allotment</u>	Reference No.	Summary of Authorization
Corral Pocket Well	T30S R21E Sec. 16: NE4NE4 (within)	Indian Creek	RIP 513-A	RIP 513 A was approved to drill three wells on three separate sections of trust lands and install a solar pump
Salt Creek Well	T33S R19E Sec. 2: Lot 2 (within)			system, storage tank, short pipeline and trough at each location, with the associated amortization schedule.
News Paper Rock Bench Well	T32S R22E Sec. 16: NE4NE4 (within)	Hart Draw	RIP 937	RIP 937 was approved to drill one well and install a solar pump system, storage tank, short pipeline, trough, and fencing around the wellhead, with the associated amortization schedule.
Tanner Reservoir Well	T34S R15E Sec. 16: SE4NE4 (within)	White Canyon	RIP 899	RIP 899 was approved to drill four wells at four separate locations and install a solar pump system, storage tank, short pipeline, and trough at each location, with the associated amortization schedule.
Blue Notch Well	T34S R15E Sec. 32: SW4NE4 (within)	White Canyon	RIP 899-A	RIP 899-A was approved to drill two wells on two separate sections and install a solar pump system, storage
Fry Canyon Airport Well	T36S R16E Sec. 16: SW4SW4 (within)			tank, short pipeline, and trough at each location, with the associated amortization scheduled.
Sheik's Flat Well & Pipeline	T38S R18E Sec. 32: NW4NE4 (within)	Slickhorn	RIP 355-D	RIP 355D was approved to drill one well and install a solar pump system, storage tank, approximately 3,900 feet of pipeline, two troughs, and fencing around the wellhead, as well as to

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¹ On May 30, 2023, the Department, SITLA, and the State mutually agreed to correct technical errors and omissions in Exhibit B consistent with paragraph 17.a of the Memorandum of Understanding – Exchange of Lands dated March 17, 2023.

Big Bench Hwy South Well & Pipeline	T39S R22E Sec. 16: SE4NE4 (within)	White Mesa	RIP 912-B	document an existing pond, with the associated amortization schedule. RIP 912-B was approved to drill two stock water wells on two separate sections of trust lands including 1,300 feet of pipeline and two troughs on one of the well systems, with the associated amortization schedule.
West Fork Lime Creek Well	T40S R19E Sec. 16: SW4SW4 (within)	Perkins Brothers North	RIP 684-B	RIP 684-B was approved to drill one well and install a solar pump system, storage tank, short pipeline, trough, and fencing around the wellhead with the associated amortization schedule.
Tank Mesa Well & Pipeline	T40S R21E Sec. 16: SE4NE4 (within)	Tank Bench Brushy Basin	RIP 851	RIP 851 was approved to drill a water well, install a solar pump system, storage tank, pipeline, and two troughs with the associated amortization schedule.
Horn Pasture North Well & Pipeline	T40S R22E Sec. 15: SE4NW4 & Sec. 21, 22 (within)	East League	RIP 780	RIP 780 was approved to drill a water well and install a solar pump system, storage tank, pipeline and troughs with the associated amortization schedule.
Head of Red Canyon #1 Head of Red Canyon #2	T37S, R16E, SLB&M Section 32 NE4NE4NE4NE4 (WITHIN) T37S, R16E, SLB&M Section 16 SW4SW4SW4SW4	Lake Canyon	RIP 615-D	RIP 615-D was approved to drill 13 stock water wells, including installation of a solar pump system, storage tank, short pipeline, and trough at each, on 10 separate sections, with the associated amortization schedule.