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1594 West North Temple, #2110
Salt Lake City, Utah 84114

**EXCHANGE AGREEMENT, PATENT DEED, RELEASE, REPLACEMENT, AND
TRANSFER OF WILDLIFE USE RESTRICTIONS**

#14-14-400-001 and 14-14-200-001

This Exchange Agreement, Patent Deed, Release, Replacement, and Transfer of Wildlife Use Restrictions (hereinafter referred to as the "Agreement"), is made and entered into this 23rd day of January, 2013, between the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services Administration ("GSA"), under and pursuant to the powers and authority contained in the provisions of P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, (hereinafter referred to as the "Government"), the **STATE OF UTAH**, acting by and through its **DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES** ("UDWR"), under and pursuant to the powers and authorities contained in Title 23, Chapter 21, Section 1 of the Utah Code, as amended, and the promulgated rules and regulations associated therewith, and the **STATE OF UTAH**, acting by and through its **SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION** ("SITLA"), under and pursuant to the powers and authorities contained in Title 53A, Chapter 16, Section 101.5 of the Utah Code, as amended, and the promulgated rules and regulations associated therewith. Collectively, Government, UDWR and SITLA shall be referred to herein as the "Parties."

RECITALS

The Government originally conveyed to the State of Utah certain real property by Quitclaim Deed dated July 26, 1950 and recorded in Book 786, Page 48, in the records of the Salt Lake County Recorder's Office (the "Original Deed"), comprising 1280 acres, more or less, (the "Original Property"), a true and correct copy of the legal description of the Original Property

which is attached hereto, marked "**Attachment 1**", and is hereby incorporated and made a part of this Agreement. The Original Property is owned by the State of Utah and currently maintained and managed through UDWR.

Among the various agreements, terms, conditions, property use restrictions, specific Government reservations, and Government rights of reverter, the Original Deed contains three conditions and reservations that: (i) reserve to the Government the right to revert title and retake ownership of the Original Property for purposes of national defense (hereafter referred to as the "National Defense Reverter"); (ii) obligate the State of Utah, through UDWR, to maintain the property for the conservation of wildlife (hereinafter referred to as the "Wildlife Use Restriction and Government Reverter"); and (iii) reserve to the Government all uranium, thorium, and other materials peculiarly essential to the production of fissionable material (hereafter referred to as "Uranium Reservation").

The Wildlife Use Restriction and Government Reverter in the Original Deed provides: "... The premises herein conveyed are to be used continuously only as and for the conservation of wildlife, other than migratory birds, and are conveyed upon condition that in the event they are no longer used for such purposes, the title thereto shall revert to the UNITED STATES, and upon which reversion the title of the STATE [OF UTAH] thereto shall cease and determine, and the UNITED STATES shall have the immediate right of possession thereof."

P.L. 99-587, approved October 29, 1986 specifically provides that, subject to the terms, conditions, agreements, payment of consideration, as well as the creation of new Government reservations of Wildlife Use Restriction and Government Reverter covering other real property hereinafter described, the Government shall release "all conditions and reservations, except those reserving all oil, gas, geothermal and other mineral rights to the United States" encumbering

approximately 150 acres of the Original Property, a true and correct copy of the legal descriptions of the property subject to the proposed Government release, divided into two separate parcels, is attached hereto, marked "**Attachment 2**", which is hereby incorporated and made a part of this Agreement. For purposes of clarity in this Agreement, the Parties acknowledge and agree that the actual and correct acreage intended to be covered under the aforementioned statutory mandate comprises approximately 144.83 acres, more or less, (hereafter referred to as the "Government Property").

The National Defense Reverter, Wildlife Use Restriction and Government Reverter, Uranium Reservation, and all other conditions and reservations in the Original Deed, except those reserving all oil, gas, geothermal and other mineral rights to the United States are collectively referred to hereafter as "Government Conditions and Reservations."

UDWR has identified certain SITLA properties with high wildlife conservation values and is in the process of identifying additional SITLA properties and other properties with the same characteristics and equivalent monetary value (hereafter referred to as the "State Property") that it desires to exchange for the Government Property in two phases by releasing the Government Conditions and Reservations on said property in exchange for encumbering the State Property with an executory interest securing to the Government conditions and rights equivalent to those in the Wildlife Use Restriction and Government Reverter.

Both the Government and UDWR desire to complete this statutory mandate in the manner and pursuant to the terms, agreements, conditions, use restrictions, Government reservations and Government rights of reverter in the manner hereinafter provided.

In: (i) reliance on the cited authorities, both federal and state, certified by UDWR to the Government as the jurisdictional basis for this Agreement, and (ii) consideration of all other

terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights and agreements hereinafter set forth, the Government, UDWR, and SITLA mutually agree as hereinafter provided.

AGREEMENT

1. Identification and Valuation of the Property both Currently Covered and to be Covered by this Agreement.

(A) The Government Property, comprising in the aggregate 144.83 acres, more or less, and with an aggregate valuation hereby acknowledged and agreed to by the Parties to be **\$13,470,000.00 U.S. Dollars**, and, more specifically, divided into the following two separately valued tracts identified as follows:

(1) **Government Tract 1**, comprising 71.39 acres, more or less, as more fully identified and described in “**Attachment 2**”, which is hereby incorporated and made a part of this Agreement, the value of which is agreed by the Parties to be \$6,640,000.00 U.S. Dollars.

(2) **Government Tract 2**, comprising 73.44 acres, more or less, as more fully identified and described in “**Attachment 2**”, which is hereby incorporated and made a part of this Agreement, the value of which is agreed by the Parties to be \$6,830,000.00 U.S. Dollars.

(B) The State Property, comprising in the aggregate the acreage hereinafter described and with an aggregate valuation hereby acknowledged and agreed by the Parties in the manner hereinafter described to ultimately amount to the sum of **\$13,470,000.00 U.S. Dollars**, and, more specifically, to be divided into the following two separately valued tracts identified as follows:

(1) **State Tract 1**, comprising multiple, noncontiguous SITLA parcels totaling 7,189.58 acres, more or less, as more fully identified and described in “**Attachment 3**”, which is hereby incorporated and made a part of this Agreement, the value of which is hereby agreed by the Parties to be \$6,645,000.00 U.S. Dollars.

(2) **State Tract 2**, pursuant to the provisions of Section 1(b) of P.L. 99-587 – approved October 29, 1986, UDWR shall, by no later than December 31, 2016, hereafter identify to the Government in the manner hereinafter described, specific additional real property suitable for wildlife conservation purposes pursuant to the provisions of 16 U.S.C 667b, as amended, and the rules and regulations associated therewith to be part of this Agreement. The Government and UDWR further agree that this State Tract 2 may be comprised of multiple, noncontiguous parcels and is an essential component of the monetary consideration to be exchanged between the Government and UDWR for this Agreement as required under Section 1(b) of P.L. 99-587 – approved October 29, 1986. The Government and UDWR further agree that the Government’s determination that the State Tract 2 properties are to be valued to total or exceed the sum of \$6,830,000 U.S. Dollars or more.

2. Certification by UDWR and SITLA of Government Enforceability of Retention and Transfer of Government’s Wildlife Use Restrictions and Government Reverter/Estoppel.

As an essential component of the consideration to be exchanged between the Government and UDWR under this Agreement in the manner hereinafter provided, UDWR hereby certifies and agrees that it has the statutory authority to enter into this Agreement and that the purpose of Section 1(b) of P.L. 99-587 – approved October 29, 1986, is: (i) to allow the complete release of the Government Conditions and Reservations on Government Tracts 1 and 2 in exchange for encumbering State Tracts 1 and 2 with the Wildlife Use Restriction and Government Reverter, and for that encumbrance to be fully enforceable by the Government against UDWR as to each parcel comprising State Tracts 1 and 2 upon the contemplated exchange and release of Government Conditions and Reservations; and (ii) to retain, preserve and maintain all other terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights and agreements on the remainder of the Original Property not

covered by the exchange contemplated by this Agreement for Government Tracts 1 and 2. UDWR and SITLA further covenant and agree that each is estopped and will not challenge or present any defense to the Government right of enforcement of the aforementioned Government enforcement powers affecting either State Tracts 1 and 2 or the remainder of the Original Property covered by the Original Deed on account that: (i) the Wildlife Use Restriction and Government Reverter encumbering the State Tracts is created as an executory interest to the Government in the individual patents/deeds from SITLA or other grantors conveying the parcels comprising the State Tracts to UDWR; or (ii) the Wildlife Use Restriction and Government Reverter is extinguished on the remaining Government Property upon release of the same on the Government Tracts 1 and 2 as hereinafter provided.

3. The Exchange Process to be in Two Phases.

Both the Government and UDWR hereby acknowledge and agree that in complying with the provisions P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, there will be two distinct and separate exchanges of property rights between the Government and UDWR and two distinct and separate property exchanges between UDWR and either SITLA or another individual/entity (the “Other Designated Grantor/Grantee”), herein identified as Exchange Phase 1 (to be completed contemporaneously with the execution of this Agreement) and Exchange Phase 2 (to be completed as described in the process outlined in Section 1.(B)(2), above), to be completed in the manner hereinafter provided.

4. Exchange Phase 1.

(A) Government Actions/Agreements. The Government shall deliver contemporaneously with the execution of this Agreement to UDWR its executed Release of

Government Conditions and Reservations covering Government Tract 1 in the form found in “**Attachment 4**”, which is attached hereto and incorporated by reference and made a part hereof. It is understood and agreed by the Government that this Agreement and all identified Attachments shall be simultaneously recorded in the Office of the Salt Lake County Recorder and that the recording costs shall be the responsibility of UDWR. Except for the release of the Government Conditions and Reservations affecting Government Tract 1, nothing contained in this release by the Government shall affect: (i) the Government reservation of all rights to oil, gas, geothermal and other mineral rights covering Government Tract 1, and (ii) any of the other terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights specifically retained, preserved and maintained by the Government affecting the remainder of the Original Property covered by the Original Deed.

(B) State Actions/Agreements with Government. SITLA shall deliver contemporaneously with the execution of this Agreement to the Government through its executed Patent Deeds to UDWR covering State Tract 1 the Wildlife Use Restriction and Government Reverter executory interest language in the form found in “**Attachment 5**”, which is attached hereto and incorporated by reference and made a part hereof. The Parties acknowledge that pursuant to 43 USC 870-871 and Utah Code Ann. 53C-2-401, SITLA will reserve in the Patent Deeds all mineral interest in lands conveyed including coal, oil, gas and other hydrocarbons and other mineral deposits, along with the right of SITLA or other authorized persons to prospect for, mine and remove such deposits. The Patent Deeds also reserve access and utility easements across the conveyed property to access lands and retained mineral interest administered by SITLA. Subject to the terms, covenants, and agreements, identified in paragraph 2.C. of the Patent Deed described in “**Attachment 5**”, the Parties

acknowledge the existence of SITLA's mineral reservations and ancillary surface use of the property and its right to exercise the same in accordance with applicable law. It is understood and agreed by UDWR and SITLA that: (i) this Agreement and all identified Attachments that are part of the Exchange Phase 1 closing shall be simultaneously recorded in the Office of the Salt Lake County Recorder and that the recording costs shall be the responsibility of UDWR; and (ii) each Patent Deed will be recorded in the recorder's office of the county(s) in which the property is located with all recording costs the responsibility of UDWR. UDWR and SITLA further agree that except for the Government release of the Government Conditions and Reservations on Government Tract 1 in return for the Patent Deeds comprising State Tract 1, nothing contained in this release by the Government shall affect: (i) the Government reservation and retention of all rights to oil, gas, geothermal and other mineral rights covering Government Tract 1, and (ii) any of the other terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights specifically retained, preserved and maintained by the Government affecting the remainder of the Original Property covered by the Original Deed.

(C) UDWR and SITLA Actions/Agreements. Upon release of the Government Conditions and Reservations on Government Tract 1, UDWR will convey Government Tract 1 to the Utah Department of Transportation by special warranty deed free and clear of the Government Conditions and Reservations, but specifically recognizing and excepting from title the reservation in favor of the United States of America of all rights, title and interest in and to the oil, gas, geothermal and other mineral rights covering the property comprising Government Tract 1, and SITLA will simultaneously convey to UDWR by patent the properties comprising State Tract 1. Conveyance of Government Tract 1 by UDWR to the Utah Department of

Transportation and compensation to SITLA for State Tract 1 is undertaken through a separate agreement.

5. Exchange Phase 2.

(A) Government Actions/Agreements. Upon compliance with all actions called for in Sections 1.(B)(2) and 4.(B), above, and upon the Government's written determination of valuation and acceptability of the parcels comprising State Tract 2 for the contemplated exchange of Government Tract 2 for State Tract 2 pursuant to the requirements of the provisions in P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, the Government shall thereafter contemporaneously deliver to UDWR its executed release of the Government Conditions and Reservations covering Government Tract 2 in the form found in "**Attachment 6**", which is attached hereto and incorporated by reference and made a part hereof. It is understood and agreed by the Government that this release of the Government Conditions and Reservations shall be contemporaneously recorded in the Office of the Salt Lake County Recorder and that the recording costs shall be the responsibility of UDWR. Except for the release of the Government Conditions and Reservations affecting Government Tract 2, nothing contained in this release by the Government shall affect: (i) the Government reservation and retention of all rights to oil, gas, geothermal and other mineral rights covering Government Tract 2, and (ii) any of the other terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights specifically retained, preserved and maintained by the Government affecting the remainder of the Original Property covered by the Original Deed.

(B) UDWR Actions/Agreements with Government and SITLA and/or Other Designated Grantor/Grantee. Upon compliance with all actions called for in Sections 1.(B)(2) and 4.(B),

above, and upon the Government's written determination of valuation and acceptability of State Tract 2 for the contemplated exchange of Government Tract 2 for State Tract 2 pursuant to the requirements of the provisions in P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, UDWR will ensure that SITLA or the Other Designated Grantor/Grantee conveying property to comprise State Tract 2 will include in each of the executed Patent Deeds or deeds conveying the parcels to UDWR a Wildlife Use Restriction and Government Reverter executory interest grant to the Government similar to the form found in “**Attachment 5**”, which is attached hereto and incorporated by reference and made a part hereof. It is understood and agreed by UDWR that the Patent Deeds or deeds shall be contemporaneously recorded in the recorder's office of the county(s) in which the property is located and that the recording costs shall be the responsibility of UDWR. UDWR, SITLA and/or the Other Designated Grantor/Grantee contemplated under this Section 5.(B) further agree that except for the release of the Government Conditions and Reservations on Government Tract 2 in return for the Wildlife Use Restriction and Government Reverter executory interest grant in the Patent Deed(s) or deeds for State Tract 2 and the previous release of the Government Conditions and Reservations on Government Tract 1, nothing contained in this release by the Government shall affect: (i) the Government reservation and retention of all rights to oil, gas, geothermal and other mineral rights covering Government Tract 2, and (ii) any of the other terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, enforcement rights specifically retained, preserved and maintained by the Government affecting the remainder of the Original Property covered by the Original Deed.

(C) In the event UDWR and SITLA cannot reach agreement on suitable SITLA properties for State Tract 2, UDWR will seek to acquire other properties to satisfy the requirements of this Agreement for purposes of completing Exchange Phase 2 and effecting the Release of the Government Conditions and Reservations on Government Tract 2.

(D) In the event UDWR is not able to deliver to the Government lands covering State Tract 2 in compliance with the provisions of Section 5.(B), above, by December 31, 2016, UDWR hereby acknowledges and agrees that: (i) by so doing it will breach the terms of this Agreement; (ii) that the Government shall have no obligation to execute and deliver the release identified in "Attachment 6," as prescribed in Section 5.(A) for Government Tract 2; (iii) that upon request by the Government, UDWR shall immediately execute a deed conveying all right, title and interest in Government Tract 2 to the United States of America without compensation; and (iv), that UDWR shall provide for recordation purposes any documentation required by the Government.

(E) Upon UDWR delivering to the Government lands covering State Tract 2 and upon release of the Government Conditions and Reservations on Government Tract 2, UDWR will convey Government Tract 2 by special warranty deed to SITLA or to the Other Designated Grantor/Grantee providing the lands for State Tract 2, free and clear of the Government Conditions and Reservations, but specifically recognizing and excepting from title the reservation in favor of the United States of America of all rights, title and interest in and to the oil, gas, geothermal and other mineral rights covering the property comprising Government Tract 2, and SITLA or the Other Designated Grantor/Grantee will simultaneously convey to UDWR by patent the properties comprising State Tract 2.

6. General Provisions.

In consideration of the agreements of the Parties contained in Sections (1) through (5), above, the Parties further agree as follows:

(A) This Agreement contains the complete and entire agreement between the Parties respecting negotiations, agreements, representations and understandings, if any, between the Parties respecting such matters, and none of the Parties hereto make any warranties, express or implied, except those set forth in this Agreement.

(B) This Agreement will be construed and enforced in accordance with the provisions of P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, and the applicable real estate laws of the State of Utah. Jurisdiction and venue for enforcement of this Agreement shall reside in the Federal Courts.

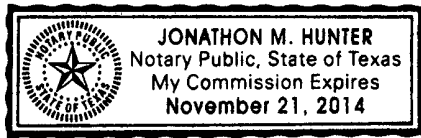
(C) The invalidation or unenforceability in any particular circumstances of any of the provisions of this Agreement will in no way affect any of the other provisions hereof, which will remain in full force and effect.

(D) In the event that the aggregate value of the properties comprising either State Tract 1 or 2 exceeds the monetary value assigned in this Agreement to the Government counterpart Tract, UDWR will satisfy the difference with the grantor of the respective State Tract parcels at closing.

(E) Nothing herein shall be construed as releasing, affecting, altering, or diminishing any of the terms, conditions, covenants, restrictions, Government reservations, Government rights of reverter, or enforcement rights specifically retained, preserved and maintained by the Government on the Original Property not included in Government Tracts 1 and 2.

Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this 23 day of JANUARY, 2013.



[Signature]

Notary Public, State of Texas

STATE OF UTAH

Acting by and through the Department of Natural Resources, Division of Wildlife Resources

By *[Signature]*

GREGORY SHEEHAN
Director
Utah Division of Wildlife Resources

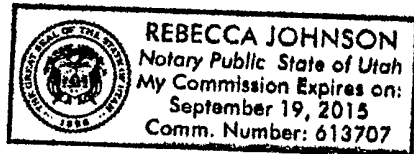
[Signature] 1/22/13

Financial Mgr. Date
Division of Wildlife Resources

THE STATE OF UTAH)
)
COUNTY OF SALT LAKE)

BEFORE ME, a Notary Public in and for the State of UTAH, on this day personally appeared Gregory Sheehan, known to me to be the person whose name is subscribed to the foregoing EXCHANGE AGREEMENT, PATENT DEED, RELEASE, REPLACEMENT, AND TRANSFER OF WILDLIFE USE RESTRICTIONS, and known to me to be acting on behalf of the State of Utah, Department of Natural Resources, Division of Wildlife Resources, and has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Salt Lake City, Utah, this 22nd day of JANUARY, 2013.




[Signature]

Notary Public, State of Utah

STATE OF UTAH

Acting by and through the School and Institutional Trust Lands Administration,

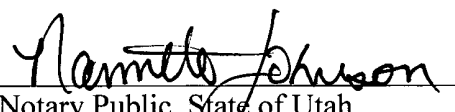
By 
KEVIN CARTER
Director
School and Institutional Trust Lands Administration

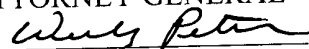
THE STATE OF UTAH)
)
COUNTY OF SALT LAKE)

BEFORE ME, a Notary Public in and for the State of UTAH, on this day personally appeared Kevin Carter, known to me to be the person whose name is subscribed to the foregoing EXCHANGE AGREEMENT, PATENT DEED, RELEASE, REPLACEMENT, AND TRANSFER OF WILDLIFE USE RESTRICTIONS, and known to me to be acting on behalf of the State of Utah, School and Institutional Trust Lands Administration, and has executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Salt lake City, Utah, this 22 day of January 2013.




Notary Public, State of Utah

Approved as to Form
John E. Swallow
ATTORNEY GENERAL
By: 

ATTACHMENT 1

LEGAL DESCRIPTION OF ORIGINAL DEED

Sections Fourteen (14) and Fifteen (15), Township One (1) South, Range Two (2) West, Salt Lake Base and Meridian, containing 1280 acres, more or less.

ATTACHMENT 2

Legal Descriptions for Government Tract 1, Exchange Phase 1

A parcel of land in fee for a highway known as the Mountain View Corridor, being part of an entire tract of property situate in the NE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 2627.22 ft. S. 00°14'53" W. and 114.67 ft. S. 00°15'18" W. from the Northeast corner of said Section 14, said point is also 40.00 ft. N. 89°47'25" W. and 114.64 ft. S. 00°15'18" W. from the East Quarter corner of said Section 14, said point is also 1137.35 ft. perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1946+78.89; and running thence S. 00°15'18" W. 135.00 ft. along said westerly right of way line; thence West 860.22 ft. to a point 277.32 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1945+38.96; thence North 135.00 ft.; thence East 860.82 ft. to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 116,170 square ft. in area or 2.667 acres, more or less.

A parcel of land in fee for a highway known as the Mountain View Corridor, being part of an entire tract of property situate in the E1/2 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing westerly right of way line of 5600 West Street and the existing southerly right of way line of 1300 South Street, which intersection is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. from the Northeast corner of said Section 14, said intersection is also 1133.52 ft. perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1974+20.78; and running thence S. 00°14'53" W. 112.73 ft. along said westerly right of way line; thence S. 82°57'48" W. 413.65 ft. to a point designated as point "A", which point is 723.44 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1972+55.02; thence S. 82°57'48" W. 300.00 ft.; thence S. 08°03'05" W. 1170.55 ft.; thence South 1848.72 ft.; thence S. 08°27'29" E. 575.11 ft.; thence S. 23°03'40" E. 193.54 ft.; thence S. 37°39'52" E. 578.11 ft. to the northerly right of way line of State Route 201 at a point designated as point "B", which point is 799.76 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1930+06.35; thence along said northerly right of way line the following three (3) courses and distances: (1) S. 30°11'15" W. 91.55 ft. to the beginning of a 1,115.90-foot radius curve to the right; thence (2) Southwesterly 1,101.08 ft. along the arc of said curve (Note: Chord to said curve bears S. 58°27'18" W. 1,056.96 ft.); thence (3) S. 85°53'20" W. 54.98 ft. to a point 198.22 ft. perpendicularly distant westerly from said control line opposite

approximate engineer station 1923+64.58; thence N. 00°14'53" E. 5,055.65 ft. to said existing southerly right of way line of 1300 South Street at a point 205.32 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 1974+20.23; thence S. 89°41'43" E. 1,338.84 ft. along said southerly right of way line to the point of beginning. The above described part of an entire tract contains 2,993,471 square feet in area or 68.721 acres, more or less.

Legal Descriptions for Government Tract 2, Exchange Phase 2

A parcel of land, being part of an entire tract of property situate in the NE1/4NE1/4 and the SE1/4NE1/4 and the NE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point along the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 112.73 ft. S. 00°14'53" W. from the Northeast corner of said Section 14; and running thence S. 00°14'53" W. 2,514.49 ft. along said existing westerly right of way line; thence S. 00°15'18" W. 114.67 ft. along said westerly right of way line; thence West 860.82 ft.; thence North 1,382.70 ft.; thence N. 08°03'05" E. 1,170.55 ft.; thence N. 82°57'48" E. 713.65 ft. to the point of beginning. The above described tract of land contains 2,137,918 square ft. in area or 49.080 acres, more or less.

TOGETHER WITH

A parcel of land, being part of an entire tract of property situate in the NE1/4SE1/4 and the SE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point along the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 2,627.22 ft. S. 00°14'53" W. along said westerly right of way line of said street and 249.67 ft. S. 00°15'18" W. along said westerly right of way line from the Northeast corner of said Section 14; and running thence S. 00°15'18" W. 1,314.52 ft. along said existing westerly right of way line to the existing Frontage road right of way line of SR-201, to the beginning of a 348.30-foot radius non-tangent curve to the left, thence Southwesterly 375.28 ft. along the arc of said curve (Note: Chord to said curve bears S. 61°03'15" W. 357.39 ft.) along said Frontage Road right of way line; thence S. 30°11'15" W. 55.65 ft. along said right of way line; thence N. 37°39'52" W. 578.11 ft.; thence N. 23°03'40" W. 193.54 ft.; thence N. 08°27'29" W. 575.11 ft.; thence North 331.02 ft.; thence East 860.22 ft. to the point of beginning. The above described tract of land contains 1,061,000 square ft. or 24.357 acres, more or less.

ATTACHMENT 3

Legal Descriptions for State Tract 1, Exchange Phase 1

Brown's Park (Green River) parcels:

Township 1 North, Range 25 East, SLB&M

Section 2: Lots 1-9, 12, 13, 14, S1/2NW1/4, SW1/4NE1/4, NW1/4SE1/4
Daggett County

Township 2 North, Range 24 East, SLB&M

Section 36: NW1/4, N1/2SW1/4, SW1/4SW1/4, S1/2SE1/4, NW1/4SE1/4,
Daggett County
Containing 948.94 acres, m/l

Gordon Creek parcel:

Township 13 South, Range 8 East, SLB&M

Section 27: SE1/4NE1/4
Carbon County
Containing 40.00 acres, m/l

Lower Fish Creek parcel:

Township 12 South, Range 8 East, SLB&M

Section 16: All
Carbon County
Containing 640.00 acres, m/l

Mail Draw parcels:

Township 1 North, Range 24 East, SLB&M

Section 32: W1/2, W1/2NE1/4, Uintah County
Section 36: S1/2, Daggett County
Containing 720.00 acres, m/l

Township 1 South, Range 24 East, SLB&M

Section 2: Lots 3 and 4, S1/2NW1/4, W1/2SW1/4
Uintah County
Containing 240.39 acres, m/l

Millard County parcel:

Township 20 South, Range 4 West, SLB&M

Section 36: Lots 1-7, NW1/4, W1/2NE1/4, N1/2SW1/4, NW1/4SE1/4
Millard County
Containing 670.15 acres, m/l

Nash Wash parcel:

Township 20 South, Range 21 East, SLB&M

Section 16: All

Grand County

Containing 640.00 acres, m/l

Parowan Front parcels:

Township 35 South, Range 10 West, SLB&M

Section 2: NW1/4SW1/4, S1/2SW1/4, S1/2SE1/4, NE1/4SE1/4

Section 16: Lot 4, SW1/4NW1/4, S1/2

Iron County

Containing 658.27 acres, m/l

Pigeon Hollow parcels:

Township 16 South, Range 3 East, SLB&M

Section 36: Lots 1-3, 5-9, 12, 15, 16

Sanpete County

Township 16 South, Range 4 East, SLB&M

Section 30: Lot 9 (SW1/4SW1/4)

Sanpete County

Containing 490.77 acres, m/l

Public Shooting Grounds parcels:

Township 10 North, Range 4 West, SLB&M

Section 28: All

Section 34: Lots 1-5, NE1/4NE1/4, S1/2NE1/4, N1/2SE1/4

Box Elder County

Containing 1,039.54 acres, m/l

Spencer Fork (Utah County) parcel:

Township 11 South, Range 3 East, SLB&M

Section 36: Lots 1-7, NW1/4, W1/2NE1/4, NW1/4SE1/4, N1/2SW1/4,

Utah County

Containing 655.86 acres, m/l

White Hill parcels:

Township 16 South, Range 3 East, SLB&M

Section 13: Lots 1-5, 10

Section 14: Lots 1-5

Sanpete County

Containing 445.66 acres, m/l

ATTACHMENT 4

RELEASE OF WILDLIFE USE RESTRICTION AND GOVERNMENT RIGHT OF REVERTER, GOVERNMENT TRACT 1, EXCHANGE PHASE 1

STATE OF UTAH)(

KNOW ALL BY THESE PRESENTS

COUNTY OF SALT LAKE)(

On this ____ day of _____, 20__, the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the rules, orders, and regulations issued pursuant thereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby release, remit and relinquish, all conditions and reservations, except those which reserve all oil, gas, geothermal, and other mineral rights to the United States of America, including release of the wildlife conservation restriction and government right of reverter, which apply to the following property situated in the County of Salt Lake, State of Utah, which are no longer required by the United States of America, to wit:

Legal Descriptions for Government Tract 1, Exchange Phase 1

A parcel of land in fee for a highway known as the Mountain View Corridor, being part of an entire tract of property situate in the NE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 2627.22 ft. S. 00°14'53" W. and 114.67 ft. S. 00°15'18" W. from the Northeast corner of said Section 14, said point is also 40.00 ft. N. 89°47'25" W. and 114.64 ft. S. 00°15'18" W. from the East Quarter corner of said Section 14, said point is also 1137.35 ft. perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1946+78.89; and running thence S. 00°15'18" W. 135.00 ft. along said westerly right of way line; thence West 860.22 ft. to a point 277.32 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1945+38.96; thence North 135.00 ft.; thence East 860.82 ft. to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 116,170 square ft. in area or 2.667 acres, more or less.

and

A parcel of land in fee for a highway known as the Mountain View Corridor, being part of an entire tract of property situate in the E1/2 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing westerly right of way line of 5600 West Street and the existing southerly right of way line of 1300 South Street, which intersection is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. from the Northeast corner of said Section 14, said intersection is also 1133.52 ft. perpendicularly distant easterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1974+20.78; and running thence S. 00°14'53" W. 112.73 ft. along said westerly right of way line; thence S. 82°57'48" W. 413.65 ft. to a point designated as point "A", which point is 723.44 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1972+55.02; thence S. 82°57'48" W. 300.00 ft.; thence S. 08°03'05" W. 1170.55 ft.; thence South 1848.72 ft.; thence S. 08°27'29" E. 575.11 ft.; thence S. 23°03'40" E. 193.54 ft.; thence S. 37°39'52" E. 578.11 ft. to the northerly right of way line of State Route 201 at a point designated as point "B", which point is 799.76 ft. perpendicularly distant easterly from said control line opposite approximate engineer station 1930+06.35; thence along said northerly right of way line the following three (3) courses and distances: (1) S. 30°11'15" W. 91.55 ft. to the beginning of a 1,115.90-foot radius curve to the right; thence (2) Southwesterly 1,101.08 ft. along the arc of said curve (Note: Chord to said curve bears S. 58°27'18" W. 1,056.96 ft.); thence (3) S. 85°53'20" W. 54.98 ft. to a point 198.22 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 1923+64.58; thence N. 00°14'53" E. 5,055.65 ft. to said existing southerly right of way line of 1300 South Street at a point 205.32 ft. perpendicularly distant westerly from said control line opposite approximate engineer station 1974+20.23; thence S. 89°41'43" E. 1,338.84 ft. along said southerly right of way line to the point of beginning. The above described part of an entire tract contains 2,993,471 square feet in area or 68.721 acres, more or less.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS RELEASE SHALL NULLIFY, DIMINISH, ALTER, OR OTHERWISE AFFECT THE RIGHTS RESERVED OR HELD BY THE UNITED STATES OF AMERICA ON ANY PROPERTY OTHER THAN THAT SPECIFICALLY IDENTIFIED IN THIS RELEASE.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2013.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By _____
JOHN ROBINSON, Acting Director
Real Property Utilization and Disposal Division
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared JOHN ROBINSON, known to me to be the person whose name is subscribed to the foregoing Release, and known to me to be the Director, Real Property Utilization and Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this _____ day of _____, 2013.

Notary Public State of Texas
Notary's Name
My Commission Expires:

ATTACHMENT 5

STATE PATENT DEED

The format of the deed will be similar to the following:

**STATE OF UTAH
SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION
EXCHANGE PATENT NO. *[insert patent here]***

WHEREAS, THE STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES, 1594 West North Temple, Suite 2110, P.O. Box 146301, Salt Lake City, Utah 84114 (“UDWR”) has agreed with the State of Utah, School and Institutional Trust Lands Administration (“Trust Lands Administration”), by Assembled Land Exchange Agreement dated November 29, 2004 (the “Exchange Agreement”), and by Exchange Agreement No. 350 to exchange certain UDWR lands for the state trust lands hereinafter described;

WHEREAS, the conveyance of the hereinafter described state trust lands (“Property”) pursuant to the Exchange Agreement complies with all applicable statutory requirements for exchange;

NOW THEREFORE I, *[insert Governor’s name here]*, by virtue of the power and authority vested in me by the laws of the State of Utah, do issue this PATENT, in the name and by the authority of the State of Utah, hereby granting and confirming unto the STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES, and to its successors and assigns forever, the following tract or parcel of land, situated in the County of *[insert name of county]*, State of Utah, to-wit:

[insert legal description of parcel(s) here]

TO HAVE AND TO HOLD the above described and granted premises unto the said STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES, and its successors and assigns forever, subject to the following grants, reservations, exceptions, terms, conditions, restrictions, covenants, and agreements hereinafter set forth:

1. FEDERAL SURFACE USE RESTRICTION FOR WILDLIFE CONSERVATION AND REVERTER

Under and pursuant to the powers and authority contained in the provisions of P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the promulgated rules and regulations associated therewith, the premises herein conveyed are to be used continuously only as and for the conservation of wildlife, other than migratory birds, and are conveyed upon condition that in the event they are no longer used for such purposes, the title

thereto shall revert to the UNITED STATES OF AMERICA, and upon which reversion of title of the State of Utah, Department of Natural Resources, Division of Wildlife Resources, thereto shall cease and determine, and the UNITED STATES OF AMERICA shall have the immediate right of possession thereof. (hereafter referred to as the "Conditional Surface Ownership Interest").

2. TRUST LAND ADMINISTRATION EXCEPTIONS, RESERVATIONS AND SURFACE USE LIMITATIONS

Subject to the terms, conditions, restrictions, covenants and agreements contained in paragraph 2.C., below, the State of Utah, School and Institutional Trust Lands Administration excepts and reserves the following:

A. Excepting and reserving to the Trust Lands Administration, for the benefit of the State and its successors in interest, assigns, permittees, licensees and lessees from time to time, all coal, oil, gas and other hydrocarbons and other mineral deposits, along with the right for the Trust Lands Administration or other authorized persons or entities to prospect for, mine, and remove such deposits, (hereinafter referred to as the "Mineral Estate"). For purposes of the exceptions and reservations in this Patent, the term "mineral deposits" does not include ground or surface water or common varieties of sand, gravel, and cinders.

B. Excepting and reserving to the Trust Lands Administration an access and utility easement across the property for its benefit and its successors in interest, assigns, permittees and lessees, as may be necessary and reasonable to access lands and retained mineral interests administered by the Trust Lands Administration.

C. In keeping with the Conditional Surface Ownership Interest created to the benefit of and enforceability by the UNITED STATES OF AMERICA (the "United States") established pursuant to the provisions of paragraph 1, above, and UDWR's surface ownership, the Trust Lands Administration hereby covenants and agrees that the right of the owner, lessee, or assign of the Mineral Estate to use the surface of the property herein conveyed is subject to the following:

(1) Surface use and occupancy is limited to as much as may be needed for all purposes reasonably incident to the exploration, extraction, and production of the Mineral Estate.

(2) Exploration, extraction, and production activities on any of the Mineral Estate shall be performed in a good and workman-like manner in accordance with all applicable rules and statutes.

(3) The Mineral Estate owner, lessee, or assign must act in accordance with the following requirements:

- a. notify the United States and UDWR of any Mineral Estate development plans on the Property prior to undertaking any surface disturbing activities;

- b. provide UDWR, or its successors and assigns, an operations plan prior to any surface disturbing activity on the Property that specifically details the Mineral Estate development proposal, including access and infrastructure locations, sequence and location of development activities, measures to minimize impacts to wildlife and wildlife habitat, and proposed site reclamation;
- c. confer with UDWR, or its successors and assigns, to address concerns it may have regarding the operations plan, which concerns will be reasonably addressed by the holder of the Mineral Estate;
- d. take whatever measures are necessary to comply with all federal and state laws and regulations relative to its operations on the surface estate;
- e. compensate UDWR, or its successors and assigns, for damage to the surface of the Property and any improvements thereon where there is agreement as to the amount of damage; and
- f. reclaim all surface areas of the Property disturbed by Mineral Estate development activities consistent with applicable law and the reclamation requirements in the operations plan accepted by UDWR.

3. EXCEPTIONS TO TITLE

This PATENT is subject to:

- A. Any valid, existing rights of way of any kind and any right, interest, reservation or exception appearing of record, subject to exceptions and reservations contained in federal patents and clear lists, and subject also to all rights of way for ditches, tunnels, and telephone transmission lines that have been or may be constructed by the United States as provided by statute; also,
- B. All existing rights of way, easements or any other encumbrance in existence as of this date.

[Signatures on next page.]

IN TESTIMONY WHEREOF, I affix my signature. Done this ____ day of _____, 20__.

By the Governor: _____
[Name]

Attested: _____
[Name]
Lieutenant Governor

[Name], Director
School and Institutional
Trust Lands Administration

APPROVED AS TO FORM
[Name]
Attorney General

By _____
Special Assistant Attorney General

Recorded Patent Book 44, Page 144
Exchange No. 350
Fund: School

ATTACHMENT 6

RELEASE OF WILDLIFE USE RESTRICTION AND GOVERNMENT RIGHT OF REVERTER, GOVERNMENT TRACT 2, PHASE 2

STATE OF UTAH)(

KNOW ALL BY THESE PRESENTS

COUNTY OF SALT LAKE)(

On this ____ day of ____, 20__, the **UNITED STATES OF AMERICA**, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of P.L. 99-587 – October 29, 1986, 100 STAT. 3326, and 16 U.S.C 667b, as amended, and the rules, orders, and regulations issued pursuant thereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, does hereby release, remit and relinquish, all conditions and reservations, except those which reserve all oil, gas, geothermal, and other mineral rights to the United States of America, including release of the wildlife conservation restriction and government right of reverter, which apply to the following property situated in the County of Salt Lake, State of Utah, which are no longer required by the United States of America, to wit:

Legal Descriptions for Government Tract 2, Exchange Phase 2

A parcel of land, being part of an entire tract of property situate in the NE1/4NE1/4 and the SE1/4NE1/4 and the NE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point along the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 112.73 ft. S. 00°14'53" W. from the Northeast corner of said Section 14; and running thence S. 00°14'53" W. 2,514.49 ft. along said existing westerly right of way line; thence S. 00°15'18" W. 114.67 ft. along said westerly right of way line; thence West 860.82 ft.; thence North 1,382.70 ft.; thence N. 08°03'05" E. 1,170.55 ft.; thence N. 82°57'48" E. 713.65 ft. to the point of beginning. The above described tract of land contains 2,137,918 square ft. in area or 49.080 acres, more or less.

TOGETHER WITH

A parcel of land, being part of an entire tract of property situate in the NE1/4SE1/4 and the SE1/4SE1/4 of Section 14, T. 1 S., R. 2 W., S.L.B. & M. The boundaries of said parcel of land are described as follows:

Beginning at a point along the existing westerly right of way line of 5600 West Street, which point is 32.96 ft. S. 00°14'53" W. along the section line and 40.00 ft. N. 89°45'07" W. and 2,627.22 ft. S. 00°14'53" W. along said westerly right of way line of said street and 249.67 ft. S. 00°15'18" W. along said westerly right of way line from the Northeast corner of said Section 14;

and running thence S. 00°15'18" W. 1,314.52 ft. along said existing westerly right of way line to the existing Frontage road right of way line of SR-201, to the beginning of a 348.30-foot radius non-tangent curve to the left, thence Southwesterly 375.28 ft. along the arc of said curve (Note: Chord to said curve bears S. 61°03'15" W. 357.39 ft.) along said Frontage Road right of way line; thence S. 30°11'15" W. 55.65 ft. along said right of way line; thence N. 37°39'52" W. 578.11 ft.; thence N. 23°03'40" W. 193.54 ft.; thence N. 08°27'29" W. 575.11 ft.; thence North 331.02 ft.; thence East 860.22 ft. to the point of beginning. The above described tract of land contains 1,061,000 square ft. or 24.357 acres, more or less.

NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS RELEASE SHALL NULLIFY, DIMINISH, ALTER, OR OTHERWISE AFFECT THE RIGHTS RESERVED OR HELD BY THE UNITED STATES OF AMERICA ON ANY PROPERTY OTHER THAN THAT SPECIFICALLY IDENTIFIED IN THIS RELEASE.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this _____ day of _____, 2013.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By _____
JOHN ROBINSON, Acting Director
Real Property Utilization and Disposal Division
Greater Southwest Region
General Services Administration

THE STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared JOHN ROBINSON, known to me to be the person whose name is subscribed to the foregoing Release, and known to me to be the Director, Real Property Utilization and Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this _____
day of _____, 2013.

Notary Public State of Texas

Notary's Name

My Commission Expires: