

Cold Spring Wildlife Management Area

Habitat Management Plan

2012



COLD SPRING
WILDLIFE MANAGEMENT AREA
HABITAT MANAGEMENT PLAN

BACKGROUND INFORMATION

Property Description

Location

Cold Spring Wildlife Management Area (WMA) consists of 2,675 acres located in eastern Carbon County on the West Tavaputs Plateau near Bruin Point (see Map # 1). Most of the property lies within the Cold Spring Draw drainage. The property is approximately eight air miles from East Carbon City. Elevations range from 9,810 feet near Bruin Point to 8,020 feet at the bottom end of Cold Spring Draw.

The legal description for this property is:

Township 13 South, Range 14 East, Salt Lake Base and Meridian

Section 23: E1/2 SE1/4; SW1/4 SE1/4
Section 24: S1/2; SW1/4 NW1/4; W1/2 SE1/4 NW1/4
Section 25: All
Section 26: NE1/4; E1/2 SE1/4; SW1/4 SE1/4
Section 35: All
Section 36: All

Encumbrances

Carbon County acquired a 50 foot right-of-way along the road called "Cold Spring Road" as a thoroughfare which follows Flat Iron ridge through sections 25, 35, and 36 and accesses Cottonwood Canyon (see Map # 2). This was conveyed to Carbon County by a Special Warranty Deed recorded December 29, 2004, as Entry No. 109346, in Book 582, at Page 255, of Official Records (see Appendix A, Exhibit A). The county plans to maintain this as a two lane, Class "D" road.

Hunt Oil Company (Hunt Consolidated, Inc.) maintains a perpetual "road and utility" easement 33 feet wide along existing roads legally described in Exhibit B of the Special Warranty Deed (see Appendix A). They also reserved an easement for "reasonable and necessary cattle trailing

across...property” not to exceed herd size granted through BLM (Bureau of Land Management) grazing allotments used in connection with Hunt Consolidated, Inc. property.

A covenant recorded in the Special Warranty Deed, states that so long as the property remains unfenced, Utah Division of Wildlife Resources (UDWR) cannot assert any claim for grazing fees, rent, trespass, damages or any other similar claim against the BLM grazing permittee as a result of their livestock entering upon the property from surrounding private property or BLM permitted lands (see Appendix A).

Hunt Consolidated, Inc. holds approximately 720 acres of oil, gas, and other mineral rights, the remainders are held by the State Institutional Trust Land Administration (SITLA) and the federal government.

A Conservation Easement was transferred from the Buckskin property onto the Cold Springs property (see Appendix B) and restricts development and management to activities compatible with historic uses and the best interests of wildlife and wildlife habitat. The conservation easement was granted by the Utah Division of Forestry Fire and State Lands and the Utah Department of Agriculture and Food (see Deed of Conservation Easement, Appendix C).

Land Acquisition History

In 2005, the Utah Division of Wildlife Resources traded landlocked properties on Buckskin Ridge for the Cold Spring property. The Buckskin Ridge property was a portion of the Waldo Wilcox Range Creek Ranch acquisition in 2001. The Buckskin Ridge property had no public road access and limited foot access due to the steep terrain. It was felt that this trade would provide similar habitat with better hunter access. The Buckskin Ridge property was eventually traded to the TN Ranch, an adjacent property owner.

Historical Background

The Cold Spring property was once part of one of the largest cattle ranches in the state of Utah. In the late 1800's, Preston Nutter accumulated homesteads on the Tavaputs Plateau and elsewhere and grazed long horn cattle on hundreds of thousands of acres of open range. After his death, portions of the ranch were sold to others over the ensuing decades and in the 1970's the remaining ranch was sold to Dalco Oil which was interested in the vast tar sand mineral reserves existing on the West Tavaputs Plateau. The ranch was later acquired by Hunt Consolidated Inc.

The Cold Spring part of the property had traditionally been used for summer livestock grazing and big game hunting. Prior owners operated a Cooperative Wildlife Management Unit (CWMU) on this property and continue to operate the Preston Nutter Ranch CWMU on adjacent property.

Purpose of Utah Division of Wildlife Resources (UDWR) Ownership

The Cold Spring acquisition provides hunter access to 2,675 acres of previously private land and allows easy access to approximately 6,500 acres of surrounding public land. The area contains some of the better mule deer (*Odocoileus hemionus*) summer and fall ranges on the West Tavaputs Plateau. It provides year round habitat for 100 – 300 elk (*Cervus canadensis*) as well as small populations of moose (*Alces alces*) and pronghorn (*Antilocapra americana*). It also provides crucial nesting and brood rearing habitat for greater sage-grouse (*Centrocercus urophasianus*). The property will be managed to provide wildlife habitat and hunter access as well as wildlife viewing and limited recreation.

Carbon County officials supported the Cold Spring acquisition because it allowed public access from East Carbon City past Bruin Point to Cottonwood Canyon on roads that were previously closed to the public.

Conservation Partners Involved in Acquisition

The Sportsmen for Fish and Wildlife initiated the purchase of the Range Creek/Buckskin Ridge property. The Buckskin Ridge property was then traded for this Cold Spring property with conservation easements and help from a host of other individuals and agencies including Forestry, Fire and State Lands, Utah Department of Agriculture and Food, Utah Quality Growth Commission, USDI Bureau of Land Management, Hunt Consolidated, Inc., T-N Ranch, and Carbon County Commission.

PROPERTY INVENTORY

Existing Capital Improvements

Roads

The primary road is the county Class “D” access road down the ridge between Cold Spring Draw and Cottonwood Canyon (Flat Iron Mesa). A second road drops down into Cold Spring Draw and then loops back around to rejoin the road atop Flat Iron Mesa. This second road has been referred to as “Cable Hill” in the past. In section 24 there is a small fork off this second road which leads to Cold Spring. A third road forks to the northwest and dead-ends at a drill pad on BLM land overlooking Dry Canyon. There are several unimproved two-track roads down this ridge and elsewhere on the property (see Map # 2).

A fourth road enters the Cold Spring WMA from private land along the south border in section 36, then switchbacks downhill across the corner of this section and dead-ends at a drill hole site on BLM land. UDWR has been provided with administrative access to this fourth road.

Fences

The only fences of any consequence on the Cold Spring WMA are barrier fences built by UDWR to control all terrain vehicle (ATV) use. Log and metal barrier fences and gates exist at each of the locations labeled on Map # 2 as "Locked Gate". In other places on the property, two-pole jackleg fencing has been constructed as needed to discourage ATV abuse.

Near the southwest corner of the property, Hunt Consolidated Inc. constructed a multi-rail metal pipe fence across a meadow for a short distance.

There are remains of multi-strand barb wire fences at places along the southern boundary and similar drift fences near the northern boundary. These old fences were presumably built by the previous owners to control livestock movement. All are in a state of extreme disrepair. A barb wire fence near the entrance of the property is also in disrepair and does not follow the WMA boundary.

Facilities

Historic maps show a building structure near Cold Spring, but an archaeological survey was unable to verify a structure. There is, however, an old quaking aspen pole corral at this site. There is some archaeological evidence that an old log cabin may have existed at Burnt Cabin Spring sometime in the past, but the cabin is no longer there.

Water Rights

The Cold Spring WMA includes livestock watering rights on seven different springs and two creeks. All have priority dates of 1885. The water right names and numbers are as follows:

- Cold Spring (90-34)
- Upper Forks of Cottonwood Spring (90-611)
- Forks of Burnt Cabin Canyon Spring (90-659)
- Darby Spring (90-679)
- Black Point Spring (90-681)
- Down Timber Spring (90-692)
- Burnt Cabin Spring (90-693)
- Cold Spring Stream (90-691)
- Cottonwood Creek (90-660)

Water Developments

Cold Spring has been covered with logs where it exits the hillside, and piped to a metal water trough. There is also a small pond that collects water from the spring before flowing down Cold Spring Draw. No other springs are known to have been developed or improved in the recent past.

Wood Products

The Baseline Document for the Conservation Easement conducted by the Utah Division of Forestry, Fire and State Lands (FFSL) gives a brief estimate of the timber resources on the property. The document identifies approximately 146 acres of Engelmann spruce, 353 acres of Douglas fir, and 252 acres of subalpine fir. Total conifer acreage equals 751. All species are interspersed with one another to form multi-species conifer stands. Quaking aspen stands cover approximately 945 acres of the property and appear to be healthy according to the state forester. The remaining acreage is open rangeland dominated by sagebrush and grasses.

Cultural Resources

A precursory archaeological survey found several sites of historical interest, but nothing of antiquity. The historical sites are listed as follows:

- 2 cabin sites
- 1 pole corral
- 1 old ditch near Cold Spring
- 1 Gulf Oil well site and metal sign
- Cable at "cable hill" (reportedly used to pull drilling rigs up the steep incline)

Sensitive Species

The area is occupied by greater sage-grouse (*Centrocercus urophasianus*) and provides crucial nesting and brood-rearing habitat during the summer and fall months. Other State-listed Sensitive Species would likely include the Northern Goshawk (*Accipiter gentilis*) American Three-toed Woodpecker (*Picoides dorsalis*) Williamson's Sapsucker (*Sphyrapicus thyroideus*) and the Fringed Myotis bat (*Myotis thysanodes*).

Important Fish and Wildlife Habitats

There are no streams large enough to support fish on this property. A small pond at Cold Spring is not deep enough to overwinter fish without some improvements. The property provides exceptional habitat for mule deer (*Odocoileus hemionus*) elk (*Cervus canadensis*) moose (*Alces alces*) pronghorn (*Antilocapra americana*) many small mammals, passerine birds, gallinaceous birds, raptors, cougar (*Felis concolor*) and bear (*Ursus americana*). The ideal wildlife habitat is a primary reason for the trade and UDWR's interest in the property. The parcel encompasses parts of three large southwest-northeast running ridges dissected by two canyons. Thick quaking aspen and conifer stands cover the canyon walls and the upper ridge-tops while the lower ridge-tops (northern-most) are largely sagebrush-grass parklands. There are an ample amount of springs scattered across the property which provide adequate water for wildlife.

General Conditions of Habitat

Habitat Limitations (terrestrial and aquatic)

Springs randomly dot the Cold Spring WMA, however, there is not sufficient water to support a fishery.

The Cold Spring property is predominantly a high elevation, summer range habitat for most species. Big game species spend spring, summer and fall months on this property during most years. The area also provides some winter habitat for deer, elk, and moose during mild winters. Sufficient winter range exists east of the property when snowfall necessitates migrations to lower elevations.

Thick conifer forests on the high parts of the ridges are at a climax seral stage and are therefore of limited value to many wildlife species.

Human Use-related Challenges

Prior owners excluded public access to this property, which in the past may have encouraged wildlife to use the area in the absence of excessive traffic, noise, and human disturbance. The opening of the county road through the property and allowing unrestricted access by foot and horseback may change wildlife use of the property. Although motorized travel is restricted to the road, increased human activity may have a negative impact on wildlife in the area. Adjacent property owners also have vehicle access to and through the property.

Adjacent Land Uses and Potential Impacts

The Cold Spring WMA lies within or adjacent to the BLM's Nine Mile Canyon Wild Horse Management Area and a herd of wild (feral) horses routinely use the property for foraging, water, and cover. The BLM's population objective for this horse herd is 125 animals, but actual horse numbers are frequently higher. Their impact on the rangeland can be negative and has been difficult to control in the past due to the close proximity of BLM administered lands where they are allowed to roam "wild and free". Their impact is particularly noticeable near certain springs on the WMA.

The Preston Nutter Ranch Cooperative Wildlife Management Unit (CWMU) comprises 28,000 acres of private land and borders this property for two miles along the entire southern boundary. Hunt Consolidated, Inc. of Dallas, Texas operates the Preston Nutter Ranch CWMU. It is active for both mule deer and elk.

There are several radar and communication towers atop Bruin Point, less than one mile from the southwest corner of this property. Access to and from these sites is via Water Canyon, a tributary to Whitmore Canyon where state road 123 terminates at the mining town of Sunnyside. Traffic to the radio towers does not have to be through the Cold Spring WMA, however, due to

the rough nature of the Water Canyon road, access through the WMA may be more desirable during certain times of year.

Recent oil and gas development nearby may impact the WMA if exploration expands into the area. UDWR does not control any of the mineral rights and therefore, the entire WMA could be vulnerable to oil, gas, oil shale and other mineral development. There are vast reserves of oil shale/tar sands beneath the surface of the West Tavaputs Plateau. An underground tar sands mine portal and tram way system exists within two miles of the property and was active during the middle part of the nineteenth century.

Hunt Consolidated, Inc. borders the WMA on the south, and owns approximately 400 acres of land bordering the WMA on the north, with scattered inholdings (40 acre or larger parcels surrounded by BLM) to the northeast (see Map #3). Currently, these scattered parcels are open to public hunting as per an agreement between the Preston Nutter Ranch and the UDWR.

The Cold Spring WMA shares a one-mile border with another private property owner on the west (see Map # 3). The remainder of the property borders BLM lands. Current uses of both public and private adjoining lands are for livestock grazing (cattle during summer), hunting, and limited recreation.

MANAGEMENT GOALS

The acquisition and management of this property is consistent with the resource goal outlined in UDWR's Strategic Plan (2005-2010) which follows:

Resource goal: Expand wildlife populations and conserve sensitive species by protecting and improving wildlife habitat.

Objective 1: Protect existing wildlife habitat and improve 500,000 acres of critical habitats and watersheds throughout the state by 2010.

Objective 2: Increase fish and game populations to meet management plan objectives, and expand quality fishing and hunting opportunities.

Objective 3: Conserve sensitive species to prevent them from becoming listed as threatened or endangered.

Furthermore, UDWR's constituency goal has relevance since multiple government agencies and public and private officials were involved in the Cold Spring land trade. The public road through the property serves consumptive and non-consumptive wildlife users who are drawn to the area because of its scenic beauty and wildlife viewing opportunities. Constituency goals outlined in UDWR's Strategic Plan are as follows:

Constituency goal: Achieve broad-based support for division programs and budgets by demonstrating the value of wildlife to all citizens of Utah.

Objective 1: Increase public awareness of wildlife as a quality-of-life issue in order to expand our support base and achieve stable funding.

Objective 2: Improve communications with wildlife organizations, public officials, private landowners and government agencies to obtain support for division programs.

Objective 3: Expand programs to recruit and retain young hunters, anglers and wildlife watchers.

Wildlife Action Plan (formerly Comprehensive Wildlife Conservation Strategy or CWCS)

The Wildlife Action Plan is a document prepared by the Utah Division of Wildlife Resources that, among other things, identifies imperiled native wildlife species and ranks their status according to conservation need. Tier I species are wildlife that are of the greatest conservation concern (very high concern). Tier II species are species of “high concern” and Tier III species are wildlife that are imperiled, rare, linked to an at-risk habitat, or for which there is little information. Tier III species are otherwise referred to as species of “moderate concern”.

The Cold Spring WMA provides habitat for the greater sage-grouse (Tier II) mule deer (Tier III) and habitat for a number of other “sensitive” species including Northern Goshawk, American Three-toed Woodpecker, Williamson’s Sapsucker and the Fringed Myotis bat. Because the property has been mostly inaccessible in the past, there is a paucity of sensitive species documentation.

Habitats are also described in this document and are assessed for their importance to native wildlife species. The Wildlife Action Plan identifies three key habitat types that apply to the Cold Spring WMA, namely Shrubsteppe, Mountain Shrub and Aspen Forest. Each of these habitat types is rare or declining within the state of Utah. The Cold Spring WMA will be managed to improve the conditions and size of these limiting habitat types, thus supporting the tenets of the Wildlife Action Plan.

MANAGEMENT OBJECTIVES

This property and habitat will be managed for wildlife, wildlife habitat and hunting opportunities. The priority objective will be to maximize its use and carrying capacity by the largest number and diversity of wildlife possible. A secondary objective is hunter and public access. Access will be limited to foot or horseback traffic only (outside of the county road) to make it compatible with the first objective of managing for wildlife and wildlife habitat.

STRATEGIES FOR PROPERTY MANAGEMENT

Development Activities

Livestock Grazing Plan

The Cold Spring WMA is unfenced and lies entirely within the Cold Spring Pasture of the Green River BLM grazing allotment. There are two other pastures within this allotment, Flat Iron and Twin Hollow. The Green River allotment is currently permitted to Hunt Consolidated Inc. for 350 cattle for the time period of June 1 to October 31 for a total of 583 AUM's (animal units per month). Without exclusionary fencing, livestock could potentially graze the WMA during the archery, muzzleloader, and any weapon deer hunts, as well as the archery and any weapon elk hunts.

While the current permittee is averaging 130 AUMs, which is considerably less than the allotted 583 AUMs, it is possible that the permittee could stock this range with 350 cattle for four and one half months. It is also possible that the permit could be sold to someone else who could stock the permit at 100 percent. Coupled with unmanageable wild horse use, this could be very detrimental to the WMA.

Having control over livestock grazing is important to successful habitat management of UDWR lands. Many UDWR lands exclude livestock grazing entirely, while others are grazed in an effort to achieve a desirable rangeland condition or goal. Livestock grazing can be a valuable tool for land managers trying to meet the needs of a diversity of wildlife species. Presented below are four possible options for grazing on the Cold Spring WMA.

Option 1.

The first option (No Action) would be to allow grazing to occur on the WMA as it has in the past with minimal grazing management or changes. Under this option, cattle will continue to use the WMA at the discretion of the adjacent landowner. In addition to cattle, wild horses will continue to use the property, which in the recent past this has led to some resource damage around certain springs. With this option, moderate to light grazing will occur over the majority of the WMA. This option is the least costly and allows sage-grouse movement without the impediment of fencing.

Option 2.

Under this option, UDWR would pursue a Memorandum of Understanding (MOU) with the adjacent permittee that would define numbers and kind of livestock grazing to occur, areas to graze (i.e. pastures or rotational system) and season of use. Perhaps the amount of acceptable use (i.e. 25 percent, 50 percent of grasses, etc.) could be defined and honored. UDWR and the permittee could also agree on a grazing end date to ensure quality hunting opportunities in the

fall. Although the details of this option are unknown and would have to be negotiated with the adjacent landowner, it is clear that this option does nothing to control grazing by wild horses. Neither does it allow UDWR to award grazing privileges or create revenue from prescribed livestock grazing.

Option 3.

Under this option, the entire WMA would be fenced preferably with barbwire “let down” fencing. This option gives UDWR managers the greatest flexibility for controlling livestock and wild horse grazing on the WMA. It is the most expensive option with projected costs of \$26,400.00 per mile (nine miles equals a total cost of \$237,600.00). Annual maintenance costs would also be high under this alternative. However, this is the only option that allows UDWR to prescribe grazing and control all associated variables. While this option would control grazing (a good thing for sage-grouse) the miles of fencing required could be a disadvantage to the bird.

Option 4.

A possible alternative to fencing the entire WMA would be to fence all the springs and water sources on the property, forcing grazers (cattle and horses) to drink elsewhere. Strong, sturdy pole or metal pipe fences would be constructed to allow wildlife access to the water while excluding horses and cattle. This would cut down on the resource damage currently occurring at many of the springs while forcing livestock to walk farther to access the WMA. This option may be fairly effective at limiting livestock within the WMA but there are a number of springs and streams within a short distance of the WMA boundaries. Cattle and horses could easily graze the entire WMA while drinking from springs on nearby BLM and private lands. Fences around springs also create problems for greater sage-grouse and other wildlife. This option would eliminate UDWR’s control of livestock numbers, kind and season of use, as well as eliminating any prescriptive grazing options.

One approach that would provide grazing control and additional resource protection, without the costs of building a fence or long-term maintenance, would be to implement Options 2 and 4 together.

Since livestock grazing does occur on the WMA, a comprehensive grazing management plan should be adopted regardless of which option is ultimately chosen. This grazing plan should follow UDWR land policy rule. Domestic sheep, goat, or llama grazing would not be permitted under a prescriptive grazing plan due to the close proximity of Rocky Mountain bighorn sheep (*Ovis canadensis canadensis*).

Horse or mule grazing by day use visitors is allowable, but not overnight, and not for an extended period of time. This privilege is restricted to equestrian pack animals, or animals actually ridden onto the WMA. Llamas and pack goats are not allowed on the WMA.

Sign Needs

The property will be adequately posted with signs that definitively outline basic management rules about access, ATV and OHV use, camping, and hunting. Signs will be placed at each end of the property where the county road enters. Signs will also be maintained at the kiosk on the Cold Spring Draw road near “cable hill” at the property boundary, and other places as necessary to explain pertinent rules and define appropriate boundaries. The Conservation Easement prohibits signs in excess of 15 square feet in size (see Appendix C).

Public Access Plan

The Cold Spring WMA was acquired for its high-value wildlife habitat. It will be managed to enhance these values and provide back-country hunting access. The less disturbance occurring in the area, the more desirable it will be for wildlife. In an effort to keep disturbances to wildlife at a minimum, all motorized and non-motorized vehicles (bicycles, etc.) will be prohibited outside of the 50-foot right-of-way along the county road atop Flat Iron Ridge (see Map # 2). The only public access beyond this right-of-way will be strictly limited to foot or horseback traffic. All other existing roads will be open only for administrative access at UDWR’s discretion (excepting Hunt Consolidated, Inc. personnel who have legal access to all roads within the WMA.)

A locked metal gate and barrier have been constructed at the southwest and northeast entrances of the Cold Spring Draw road. It is designed to exclude ATV’s and OHV’s from accessing this road and the WMA beyond these points. The entire WMA will be open to snowmobile traffic from November 15 to April 1; however, if resource concerns arise snowmobile access may be restricted at the discretion of UDWR.

The Cold Spring WMA is closed to overnight camping, and visitors are responsible for packing out their garbage. Parking will be restricted to the county 50-foot public right-of-way along the Cold Spring road (atop Flat Iron Mesa) and at the entrances of the Cold Spring Draw road. There will be no restroom facilities.

Carbon County Planning and Zoning Commission, and UDWR held a public scoping meeting on July 27, 2005 at the Planning and Zoning office in Price, Utah. The meeting was announced in the Sun Advocate newspaper on July 21 and 26, 2005. Attendees were generally critical about access restrictions until the reasons for such were explained. After explaining the reasons for controlled access, they generally agreed that the recommended Access Plan was in the best interest of wildlife.

Annual Maintenance Activities

Fence Maintenance

Any fences constructed will require annual maintenance to be effective. Snowfall at these elevations coupled with thick timber and the amount of mule deer, elk and wild horses in the area will make fence maintenance an annual necessity. Drop down fences are recommended and function well in similar areas. All fences will be constructed to meet “wildlife friendly” standards recommended and endorsed by UDWR.

Road Maintenance

The main access road atop Flat Iron Mesa will be maintained by Carbon County. They have no plans to keep the road open during the winter months when snow prohibits passage. The Cold Spring Draw road and side roads within the WMA will be maintained by UDWR, however, Hunt Consolidated, Inc. has the right to maintain roads when necessary for their operation. Parking areas will also be maintained as necessary. Annual maintenance will largely consist of cutting away deadfall each spring, but may occasionally require some grading or other maintenance. There are no plans for new or additional roads on the WMA, but if new roads are constructed, they must first meet the terms of the conservation easement and UDWR’s approval.

Sign Replacement

The UDWR will replace and repair signs as necessary. All signs will meet criteria described in the Deed of Conservation Easement (Appendix C). UDWR has no responsibility for sign maintenance along the county road.

Maintenance of Water Developments

The springs on this property are a valuable asset and are extremely important for wildlife. Springs, water troughs, and ponds will be maintained by UDWR to maximize their efficiency and use by wildlife. If the decision is made to fence the springs, annual maintenance will be necessary to keep the fences in order. UDWR promotes the development of springs on surrounding lands to facilitate wildlife use as well.

Noxious Weed Control

Grading and development of the Cold Spring road may create opportunity for weed growth. Carbon County will be responsible for controlling noxious weeds along their right-of-way, but UDWR personnel will spray and control noxious weeds on the remainder of the property. Care will be taken to limit opportunities for noxious weed introduction. Any hay used by visitors, hunters or livestock-men must be certified weed free.

Compatibility of Proposed Uses with Local Government Planning and Zoning

Section 26 of this property is zoned WS Water Shed by Carbon County. The remainder of the property lies within the MR Mountain Range zone. These zones are defined by Carbon County below:

WS Water Shed Zone

The WS Water Shed Zone (formerly CE-1 Zone) covers the canyons, mountains and other lands above 7,000 feet in elevation, and of environmental concern in the County. Because of limitations imposed by topography, climate, soil conditions and other natural features, use of the land within this zone has been limited to livestock grazing and related uses, wildlife habitat, certain outdoor recreation activities and facilities, and limited mineral extraction.

The land within this zone has functioned historically as part of the watershed for a majority of the irrigation, culinary and industrial water supply for the Price River Valley and East Carbon City area. It is also recognized that the landscape is constantly changing due to natural occurrences such as fire, flood, insect infestations and landslides. Human activities such as logging, grazing, hunting, camping and other uses affect the landscape, and are accepted as normal in this zone. Experience has shown this watershed area to be fragile; its confirmed function as a water source is of critical importance to the County.

MR Mountain Range Zone

The MR Mountain Range Zone (formerly CE-2 Zone) covers the mountain lands of the County, which because of the presence of less severe physical conditions, have experienced historic settlement and are of less critical watershed concern than the WS Zone, and are suitable for limited levels of development activity. These lands are situated above the elevation of 7,000 feet.

Historically, lands within this zone have been used for livestock grazing, ranching, mining, logging, and other productive uses. These lands also function as a part of the watershed that supplies nearly all the irrigation and culinary water for the Price River Valley and East Carbon City areas.

Due to a combination of factors, including accessibility from existing roads, railroads, availability of water, suitable topographical, soil and vegetative conditions, and aesthetic attractions, the territory included within this zone is capable of accommodating irrigated agricultural and certain mining, recreational and summer housing developments without due adverse effect on the quality of the watershed, provided that such developments are constructed and maintained under regulated conditions.

UDWR's proposed management objectives and goals for the Cold Spring Wildlife Management Area are compatible with Carbon County's zoning designation.

STRATEGIES FOR HABITAT MANAGEMENT

Habitat Improvement Plan

Habitat improvement projects for this property will be considered on an individual basis as proposed through existing forums, i.e. Utah Partners for Conservation and Development (UPCD) and Habitat Council. Proposed projects must meet the objectives defined in this Habitat Management Plan and must be congruent with the existing conservation easement, UDWR's Strategic Plan and the Wildlife Action Plan. Implementation of projects will take place only after these criteria have been satisfied.

Additionally, any improvements or modifications to this property must be approved by the Division of Forestry, Fire and State Lands and the Utah Department of Agriculture and Food (see Deed of Conservation Easement, Appendix C). The conservation easement seems lenient about projects that are designed to improve wildlife habitat, but expressly states that management decisions must be closely coordinated with the holders of the conservation easement.

Habitat improvement projects should be designed to benefit the largest diversity of wildlife possible and should consider their impact upon all other species, especially sensitive species identified in the Wildlife Action Plan. It is expected that the focus of habitat improvement projects in the near future will target improvements for the greater sage-grouse and mule deer.

Examples of possible projects may include the following:

Prescribed fire to promote aspen regeneration in stands dominated by mature and dying conifers (another prescribed fire is planned for spring, 2012).

Conifer removal by hand crews to slow conifer encroachment in aspen stands.

Sagebrush thinning projects that will promote a diverse age structure of sagebrush stands on the property as well as provide additional forbs for mule deer and sage-grouse. These projects could include use of a Dixie harrow, Bullhog or other mechanical implement.

Spring protection, development, and maintenance, efforts should be made to improve springs and install troughs where feasible.

Dry-land alfalfa plantings on a limited basis.

Pinyon-juniper removal in sage-grouse and mule deer habitats where needed.

Access Management Plan

(See "Strategies for Property Management", above)

Fire Management Plan

Wildfire has long been an active part of healthy ecosystems in habitat types similar to those found on the Cold Spring WMA. Thick conifer stands would benefit from wildfire and would serve a greater diversity of wildlife if set back to an earlier seral stage. Decadent sagebrush stands may also benefit from a wildfire event. Sage-grouse habitat would be increased and enhanced if wildfire were allowed to destroy encroaching trees on the fringes of their habitat. Unfortunately, decades of fire suppression have caused fuel loads to exceed limits normally kept in check by normal fire frequency regimes. With the build-up of fuel loads, catastrophic wildfires are a risk and could potentially burn the entire WMA and surrounding lands.

To allow fire to once again be a natural part of the system, UDWR recommends a “let burn” policy for the Cold Spring WMA. This “let burn” policy is defined as allowing natural wildfires to burn themselves out within the confines of the WMA so long as surrounding lands, improvements and other considerations are not directly jeopardized by fire. Only when fire threatens to become a liability, or when catastrophic fire conditions are imminent should fire suppression activities be implemented. Fire suppression agencies and personnel should use discretion, but a policy of fire suppression without any consideration of the ecological benefits will not be supported by UDWR and will be considered to be inconsistent with this Habitat Management Plan.

Wildfire management on state lands is under the jurisdiction of FFSL. They will continue to handle wildfire management. The BLM is responsible for fire management on their adjoining lands.

Wood Products

There are plentiful timber stands on the WMA that will be managed as recommended by FFSL to maximize wildlife habitat value. Conifer stands on the property have benefited from decades of fire suppression, and are currently choking out aspen stands in many places. Management of forest products on this WMA should favor aspen stands which provide habitat for increased wildlife diversity and watershed protection.

Timber harvest will remain an option for thinning thick conifer stands on the WMA, so long as best management practices prescribed by FFSL are closely followed and agreements defined in the conservation easement are not violated. Any timber or commercial firewood cutting will follow the Department of Natural Resource and UDWR’s land use policy rules. Snags and course woody debris shall be retained during timber harvest to provide habitat for cavity nesting birds and mammals.

At the present time, there are no plans to cut or remove any wood products from the property. Carbon County may allow firewood removal along their 50-foot right-of-way during specified time periods as defined in their right-of-way easement.

Livestock Grazing Plan

(See “Strategies for Property Management”, above)

SUMMARY STATEMENT OF PROPOSED USES

The Cold Spring WMA’s main function is to protect and preserve wildlife habitat for all wildlife species, and any management decisions will be made with that primary function in mind. Secondly, as long as it is compatible with the primary function, the WMA will be available for backcountry hunting opportunities and day use recreation. Uses that could be detrimental to wildlife or wildlife habitat like ATV/OHV use, camping or bicycling are expressly forbidden. All vehicles are restricted to the county road right-of-way, and will not be tolerated elsewhere on the property, except for administrative purposes or at the discretion of UDWR personnel. Livestock grazing, logging and prescribed burning are acceptable management practices, so long as they enhance the primary function of the WMA.

MONITORING AND EVALUATION

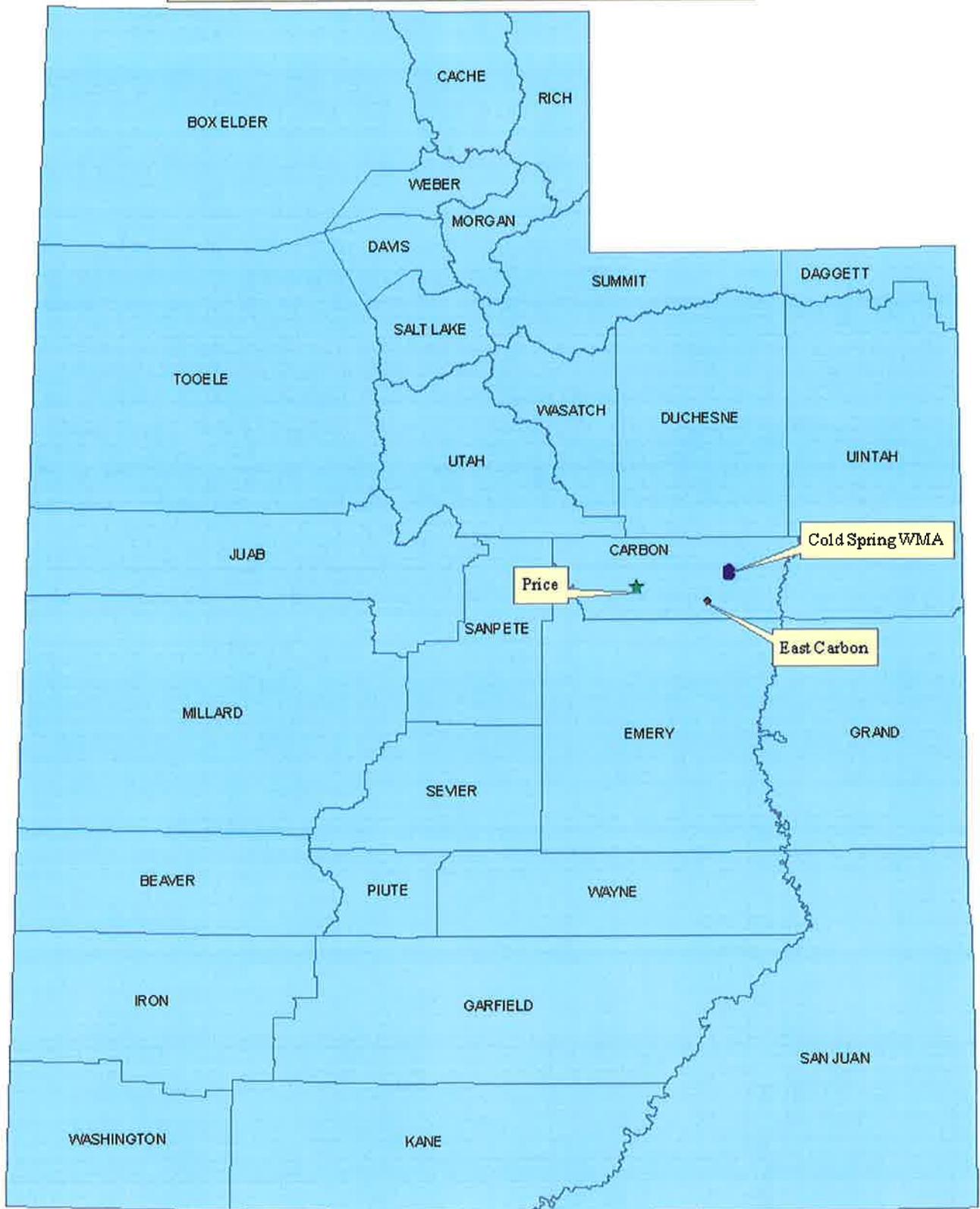
The Habitat Program Manager has the ultimate responsibility of making sure that the tenets of this HMP are scheduled and applied. It is also his/her responsibility to evaluate the quality of work done and its relevance to the Habitat Management Plan.

ATTACHMENTS

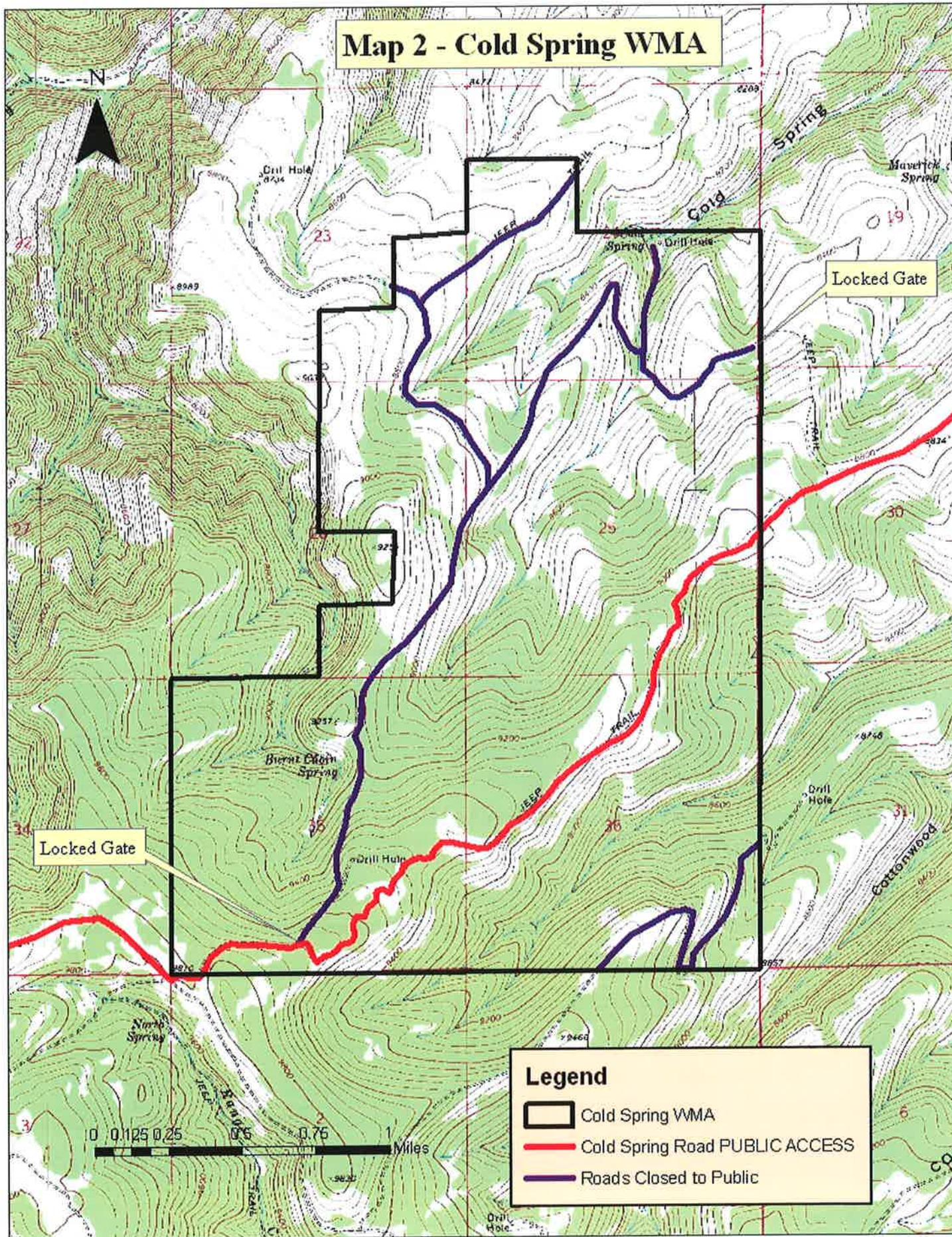
Map # 1 Cold Spring WMA, Location
Map # 2 Cold Spring WMA
Map # 3 Cold Spring WMA, Land Ownership

Appendix A Special Warranty Deed
Appendix B Termination and Release of Conservation Easement
Appendix C Deed of Conservation Easement

Map 1 - Cold Spring WMA, Location



Map 2 - Cold Spring WMA



Locked Gate

Locked Gate

Legend

-  Cold Spring WMA
-  Cold Spring Road PUBLIC ACCESS
-  Roads Closed to Public

0 0.125 0.25 0.5 0.75 1 Miles

Map 3 - Cold Spring WMA Land Ownership

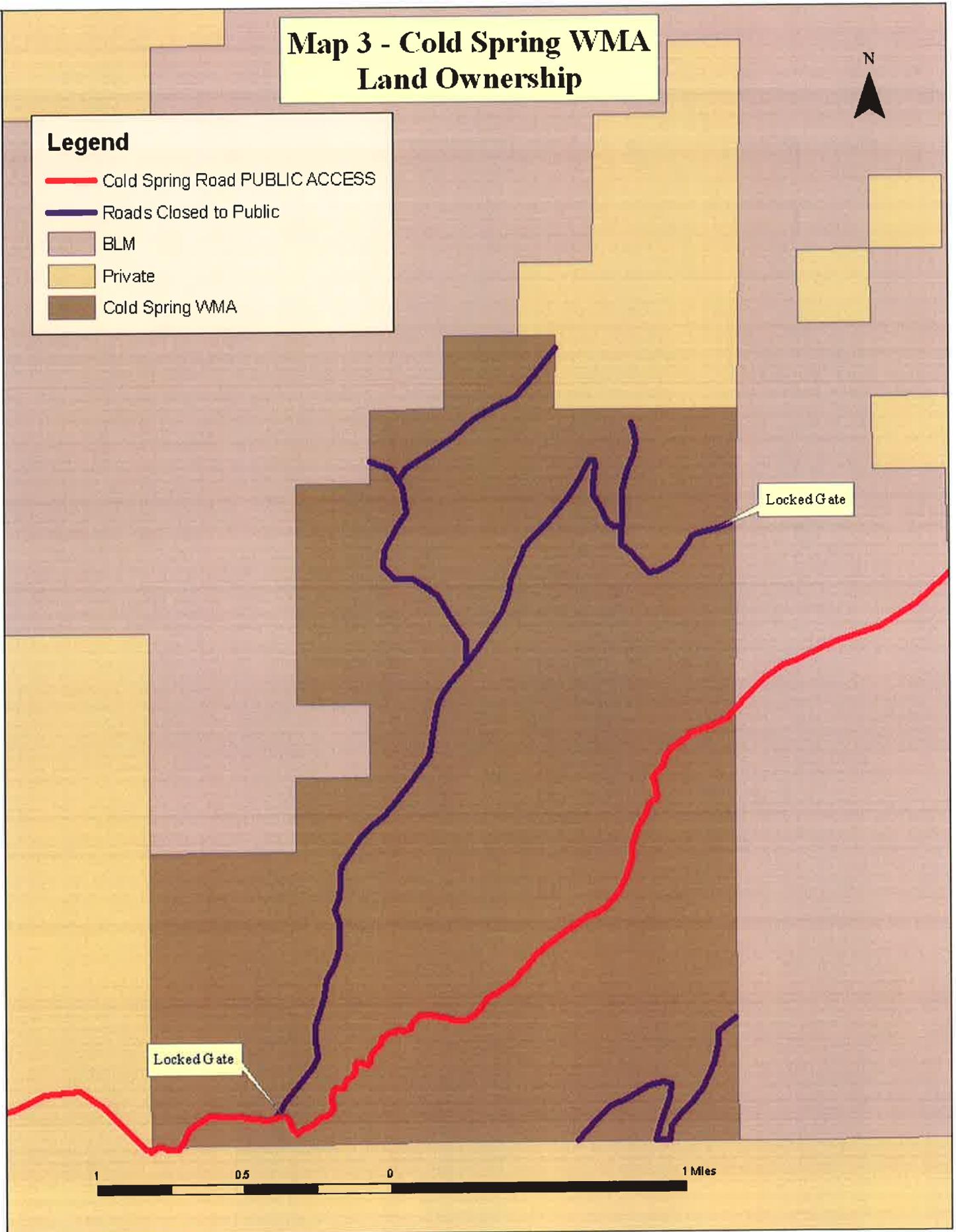
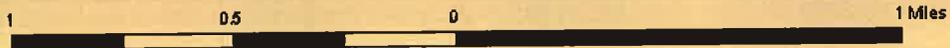


Legend

-  Cold Spring Road PUBLIC ACCESS
-  Roads Closed to Public
-  BLM
-  Private
-  Cold Spring WMA

Locked Gate

Locked Gate



Appendix A.

Special Warranty Deed

E 109347 B 582 P 264
Date 29-DEC-2004 12:58pm
Fee: No Fee Check
SHARON MURDOCK, Recorder
Filed By AP
For UTAH DIV OF WILDLIFE RES
CARBON COUNTY CORPORATION

When recorded, return to:
Utah Division of Wildlife Resources
1594 W. North Temple, Suite 2110
Salt Lake City, Utah 84114-6301
Attention: Brent K. Hutchings

SPECIAL WARRANTY DEED

HUNT OIL COMPANY, a Delaware corporation, of 1145 Ross at Field, Dallas, Texas 75202-2785, Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys to the **STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES**, of 1594 W. North Temple, Suite 2110, Salt Lake City, Utah 84114-6301, Grantee, warranting title against persons claiming by, through or under Grantor, but not otherwise, the real property located in Carbon County, Utah more particularly described in Exhibit A, attached hereto and made a part hereof (the "Subject Property");

TOGETHER WITH all water rights, privileges, rights-of-way and easements that are appurtenant to the Subject Property;

EXCEPTING AND RESERVING to Grantor and to Grantor's successors and assigns two nonexclusive, perpetual easements 33 feet in width along existing roads upon and across the Subject Property as more particularly described in Exhibit B, attached hereto and made a part hereof, for private road and utility purposes for access to and for the benefit of the Grantor's property more particularly described in Exhibit C, attached hereto and made a part hereof ("Grantor's Property") and for access to lands covered by BLM grazing permits and State grazing leases held by Grantor and Grantor's successors and assigns as owners of Grantor's Property;

EXCEPTING AND RESERVING to Grantor and to Grantor's successors and assigns as owners of Grantor's Property an easement for reasonable and necessary cattle trailing across the Subject Property, not to exceed herd size granted through Bureau of Land Management Animal Unit Month allotments used in connection with Grantor's property;

EXCEPTING AND RESERVING to Grantor any BLM grazing permits or State grazing leases currently appurtenant to or held or enjoyed in connection with the Subject Property; and

EXCEPTING AND RESERVING all oil, gas and other minerals and mineral rights;

SUBJECT TO the following third party rights:

All valid and pre-existing rights of record;



EXHIBIT A

Subject Property

Township 13 South, Range 14 East, S.L.B.&M.

Section 23: E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 24: S $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 25: All
Section 26: NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 35: All
Section 36: All

(Tax Parcel Nos. 2A-1212, 2A-1213, 2A-1214, 2A-1215, 2A-1225 and 2A-1226)

EXCEPTING AND EXCLUDING the following described real property previously conveyed to Carbon County:

A STRIP OF LAND LOCATED IN CARBON COUNTY, STATE OF UTAH, WHICH IS IN SECTIONS 25, 35, AND 36 IN TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO-WIT:

A STRIP OF LAND 50.00 FEET WIDE LYING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT WHICH IS LOCATED SOUTH ALONG THE SECTION LINE 115.27 FEET FROM THE NORTHWEST CORNER OF SECTION 2, TOWNSHIP 14 SOUTH, RANGE 14 EAST, S.L.B.&M.; AND RUNNING THENCE ALONG AN EXISTING ROAD NORTH 56° 08' 11" EAST, 75.26 FEET TO AN EXISTING GATE IN AN EAST-WEST FENCE LINE, THENCE NORTH 34° 52' 38" EAST, 36.50 FEET; THENCE NORTH 23° 52' 53" EAST, 47.13 FEET TO A POINT ON THE SOUTH LINE OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M., THENCE NORTHEASTERLY 72.72 FEET ALONG THE ARC OF A CURVE HAVING A RADIUS OF 45.00 FEET, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 92° 35' 24" AND A CHORD BEARING AND DISTANCE OF NORTH 70° 10' 35" EAST, 65.06 FEET; THENCE SOUTH 63° 31' 43" EAST, 16.52 FEET; THENCE SOUTH 56° 47' 00" EAST, 94.60 FEET; THENCE SOUTH 68° 36' 51" EAST, 48.40 FEET; THENCE SOUTH 77° 55' 06" EAST, 67.86 FEET; THENCE SOUTH 69° 12' 30" EAST, 67.85 FEET; NORTH 26° 58' 23" EAST, 154.88 FEET CROSSING BACK INTO SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 37° 57' 33" EAST, 270.04 FEET; THENCE NORTH 42° 16' 25" EAST, 44.90 FEET; THENCE NORTH 55° 34' 53" EAST, 98.86 FEET; THENCE NORTH 60° 20' 59" EAST, 108.46 FEET; THENCE NORTH 59° 11' 21" EAST, 28.80 FEET; THENCE

NORTH 65° 19' 52" EAST, 22.82 FEET; THENCE NORTH 72° 13' 51" EAST, 37.38 FEET; THENCE SOUTH 85° 45' 48" EAST, 108.26 FEET; THENCE NORTH 89° 30' 32" EAST, 350.19 FEET; THENCE SOUTH 82° 13' 47" EAST, 517.97 FEET; THENCE NORTH 81° 28' 09" EAST, 141.57 FEET; THENCE NORTH 63° 12' 25" EAST, 131.07 FEET; THENCE SOUTH 88° 43' 53" EAST, 138.07 FEET; THENCE SOUTH 58° 06' 33" EAST, 53.02 FEET; THENCE SOUTH 15° 07' 26" EAST, 230.02 FEET; THENCE SOUTH 37° 52' 29" EAST, 57.03 FEET; THENCE SOUTH 70° 08' 41" EAST, 38.29 FEET; THENCE NORTH 86° 03' 17" EAST, 29.08 FEET; THENCE NORTH 64° 35' 32" EAST, 88.61 FEET; THENCE NORTH 51° 54' 01" EAST, 111.86 FEET; THENCE NORTH 61° 48' 18" EAST, 110.06 FEET; THENCE NORTH 50° 03' 49" EAST, 56.11 FEET; THENCE NORTH 37° 43' 58" EAST, 106.26 FEET; THENCE NORTH 47° 32' 41" EAST, 63.73 FEET; THENCE NORTH 85° 06' 03" EAST, 35.14 FEET; THENCE SOUTH 80° 52' 11" EAST, 56.74 FEET; THENCE NORTH 72° 17' 58" EAST, 49.36 FEET; THENCE NORTH 50° 31' 39" EAST, 44.06 FEET; THENCE NORTH 33° 41' 24" EAST, 54.11 FEET; THENCE NORTH 25° 20' 46" EAST, 42.06 FEET; THENCE NORTH 05° 42' 38" EAST, 30.16 FEET; THENCE NORTH 12° 17' 42" WEST, 79.87 FEET; THENCE NORTH 01° 41' 04" WEST, 68.06 FEET; THENCE NORTH 04° 14' 11" EAST, 54.17 FEET; THENCE NORTH 05° 23' 21" EAST, 53.26 FEET; THENCE NORTH 22° 09' 58" EAST, 29.17 FEET; THENCE NORTH 48° 07' 19" EAST, 38.96 FEET; THENCE NORTH 57° 46' 16" EAST, 54.40 FEET; THENCE NORTH 84° 33' 35" EAST, 63.31 FEET; THENCE NORTH 68° 11' 54" EAST, 48.49 FEET; THENCE NORTH 33° 28' 34" EAST, 74.37 FEET; THENCE NORTH 21° 36' 53" EAST, 57.03 FEET; THENCE NORTH 50° 26' 25" EAST, 119.36 FEET; THENCE NORTH 30° 40' 38" EAST, 68.64 FEET; THENCE NORTH 26° 33' 54" EAST, 44.74 FEET; THENCE NORTH 01° 32' 03" EAST, 112.06 FEET; THENCE NORTH 45° 44' 38" EAST, 54.48 FEET; THENCE NORTH 75° 37' 07" EAST, 40.28 FEET; THENCE NORTH 89° 59' 59" EAST, 31.01 FEET; THENCE SOUTH 80° 32' 15" EAST, 109.46 FEET; THENCE NORTH 67° 53' 25" EAST, 34.55 FEET; THENCE NORTH 27° 24' 27" EAST, 30.43 FEET; THENCE NORTH 16° 27' 36" EAST, 183.60 FEET; THENCE NORTH 44° 59' 59" EAST, 171.19 FEET; THENCE NORTH 28° 07' 25" EAST, 131.57 FEET; THENCE NORTH 63° 18' 52" EAST, 297.36 FEET; THENCE SOUTH 79° 49' 28" EAST, 119.66 FEET; THENCE NORTH 54° 50' 44" EAST, 131.07 FEET; THENCE NORTH 22° 26' 33" EAST, 75.16 FEET; THENCE NORTH 47° 17' 26" EAST, 106.86 FEET; THENCE NORTH 37° 14' 05" EAST, 94.84 FEET; THENCE NORTH 78° 18' 38" EAST, 44.72 FEET; THENCE SOUTH 79° 00' 31" EAST, 183.90 FEET; THENCE SOUTH 79° 33' 50" EAST, 227.62 FEET CROSSING INTO SECTION 36, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE SOUTH 83° 25' 46" EAST, 192.30 FEET; THENCE NORTH 77° 00' 19" EAST, 80.08 FEET; THENCE SOUTH 88° 37' 10" EAST, 83.06 FEET; THENCE NORTH 73° 29' 43" EAST, 56.35 FEET; THENCE NORTH 51° 57' 10" EAST, 175.29 FEET; THENCE NORTH 41° 44' 34" EAST, 174.29 FEET; THENCE NORTH 45° 38' 24" EAST, 141.67 FEET; THENCE NORTH 45° 38' 24" EAST, 111.56 FEET; THENCE NORTH 59° 21' 28" EAST, 213.91 FEET; THENCE NORTH 48° 24' 59" EAST, 94.97 FEET; THENCE NORTH 45° 11' 16" EAST, 215.71 FEET; THENCE NORTH 39° 25' 29" EAST, 327.67 FEET; THENCE NORTH 47° 38' 46" EAST, 337.08 FEET; THENCE NORTH 50° 18' 52" EAST, 366.59 FEET; THENCE NORTH 56° 07' 17" EAST, 253.03 FEET; THENCE NORTH 50° 46' 41" EAST, 238.93 FEET; THENCE NORTH 59° 02' 10" EAST, 198.30 FEET; THENCE NORTH 65° 11' 26" EAST, 116.76 FEET; THENCE NORTH 82° 52' 29" EAST, 88.73 FEET; THENCE NORTH 64° 24' 41" EAST, 78.76 FEET; THENCE NORTH 48° 28'

05" EAST, 327.37 FEET; THENCE NORTH 29° 28' 33" EAST, 52.86 FEET; THENCE NORTH 16° 18' 18" EAST, 153.18 FEET; THENCE NORTH 25° 51' 58" EAST, 183.40 FEET; THENCE NORTH 19° 56' 16" EAST, 217.11 FEET; THENCE NORTH 14° 07' 59" EAST, 143.38 FEET; THENCE NORTH 06° 58' 21" EAST, 208.81 FEET CROSSING INTO SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 06° 58' 21" EAST, 71.31 FEET; THENCE NORTH 18° 41' 45" EAST, 277.75 FEET; THENCE NORTH 25° 23' 50" EAST, 373.20 FEET; THENCE NORTH 38° 11' 08" EAST, 113.26 FEET; THENCE NORTH 45° 22' 10" EAST, 109.66 FEET; THENCE NORTH 27° 22' 05" EAST, 95.76 FEET; THENCE NORTH 04° 40' 00" EAST, 49.19 FEET; THENCE NORTH 23° 21' 20" WEST, 47.95 FEET; THENCE NORTH 11° 42' 44" WEST, 83.78 FEET; THENCE NORTH 02° 57' 39" WEST, 174.29 FEET; THENCE NORTH 29° 49' 37" EAST, 86.50 FEET; THENCE NORTH 43° 58' 58" EAST, 119.56 FEET; THENCE NORTH 22° 02' 52" EAST, 215.81 FEET; THENCE NORTH 37° 19' 31" EAST, 100.65 FEET; THENCE NORTH 50° 20' 35" EAST, 98.76 FEET; THENCE NORTH 54° 08' 29" EAST, 124.67 FEET; THENCE NORTH 46° 16' 23" EAST, 191.00 FEET; THENCE NORTH 34° 49' 28" EAST, 84.09 FEET; THENCE NORTH 44° 01' 44" EAST, 41.74 FEET; THENCE NORTH 66° 32' 27" EAST, 57.80 FEET; THENCE NORTH 75° 41' 27" EAST, 255.03 FEET; THENCE NORTH 61° 29' 04" EAST, 144.58 FEET; THENCE NORTH 66° 36' 31" EAST, 234.32 FEET; THENCE NORTH 36° 09' 29" EAST, 96.65 FEET; THENCE NORTH 46° 39' 04" EAST TO THE EAST LINE OF SAID SECTION 25.

THE BOUNDARY LINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO MEET AT ANGLE-POINT INTERSECTIONS AND TO BEGIN AND END ON, AND CONFORM TO THE GRANTOR'S PROPERTY LINES.

(Affects Tax Parcel Nos. 2A-1355, 2A-1214, 2A-1225 and 2A-1226)

EXHIBIT B

Private Road and Utility Easement

Parcel 1

A STRIP OF LAND LOCATED IN CARBON COUNTY, STATE OF UTAH, WHICH IS IN SECTIONS 13, 23, 24, 25 AND 26, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M., AND BEING MORE PARTICULARLY DESCRIBED, ACCORDING TO THE FOLLOWING COURSES AND DISTANCES TO-WIT:

AN EASEMENT FOR PRIVATE ROAD AND UTILITY PURPOSES, 33.00 FEET WIDE LYING 16.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT WHICH IS LOCATED NORTH, 8,623.34 FEET AND EAST, 5,596.79 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; SAID BEGINNING POINT IS AN INTERSECTION OF TWO EXISTING ROADS AND RUNNING THENCE ALONG AN EXISTING ROAD NORTH 16° 11' 41" EAST, 104.96 FEET; THENCE NORTH 12° 31' 44" EAST, 70.62 FEET; THENCE NORTH 06° 00' 32" EAST, 91.47 FEET; THENCE NORTH 02° 38' 33" EAST, 62.30 FEET; THENCE NORTH 12° 52' 30" WEST, 68.76 FEET; THENCE NORTH 19° 26' 24" WEST, 69.05 FEET; THENCE NORTH 22° 40' 50" WEST, 69.53 FEET; THENCE NORTH 29° 21' 28" WEST, 122.97 FEET; THENCE NORTH 34° 37' 27" WEST, 146.58 FEET; THENCE NORTH 34° 59' 31" WEST, 151.88 FEET; THENCE NORTH 37° 13' 25" WEST, 155.08 FEET; THENCE CROSSING INTO SECTION 26, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 37° 19' 16" WEST, 121.56 FEET; THENCE NORTH 34° 13' 25" WEST, 228.12 FEET; THENCE NORTH 38° 09' 26" WEST, 153.38 FEET; THENCE NORTH 45° 47' 31" WEST, 146.88 FEET; THENCE NORTH 62° 50' 25" WEST, 123.67 FEET; THENCE NORTH 75° 25' 01" WEST, 121.66 FEET; THENCE NORTH 83° 39' 35" WEST, 103.95 FEET; THENCE NORTH 87° 43' 55" WEST, 96.78 FEET; THENCE NORTH 84° 38' 39" WEST, 123.07 FEET; THENCE NORTH 84° 25' 40" WEST, 78.88 FEET; THENCE NORTH 69° 35' 24" WEST, 43.92 FEET; THENCE NORTH 48° 21' 59" WEST, 69.18 FEET; THENCE NORTH 33° 41' 24" WEST, 55.24 FEET; THENCE NORTH 21° 15' 02" WEST, 36.98 FEET; THENCE NORTH 03° 39' 08" WEST, 45.09 FEET; THENCE NORTH 12° 31' 44" EAST, 114.76 FEET; THENCE NORTH 15° 56' 43" EAST, 62.73 FEET; THENCE CROSSING INTO SECTION 23, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 19° 29' 38" EAST, 96.76 FEET; THENCE NORTH 27° 31' 11" EAST, 113.06 FEET; THENCE NORTH 30° 30' 50" EAST, 127.67 FEET; THENCE NORTH 30° 19' 31" EAST, 112.06 FEET; THENCE NORTH 28° 59' 45" EAST, 77.87 FEET; THENCE NORTH 28° 16' 51" EAST, 159.28 FEET; THENCE NORTH 25° 22' 52" EAST, 79.92 FEET; THENCE NORTH 19° 20' 40" EAST, 81.75 FEET; THENCE NORTH 02° 53' 09" EAST, 120.16 FEET; THENCE NORTH 00° 55' 09" EAST, 143.98 FEET; THENCE NORTH 05° 57' 52" WEST, 155.58 FEET; THENCE NORTH 09° 27' 44" WEST, 89.02 FEET; THENCE NORTH 14° 23' 08" WEST, 101.15 FEET; THENCE NORTH 21° 51' 01"

WEST, 89.30 FEET; THENCE NORTH 44° 30' 37" EAST, 203.61 FEET; THENCE NORTH 49° 53' 15" EAST, 161.69 FEET; THENCE NORTH 53° 10' 35" EAST, 151.98 FEET; THENCE NORTH 48° 43' 43" EAST, 194.00 FEET; THENCE NORTH 35° 47' 20" EAST, 87.00 FEET; THENCE NORTH 71° 49' 31" EAST, 99.97 FEET; THENCE NORTH 62° 48' 28" EAST, 174.09 FEET; THENCE CROSSING INTO SECTION 24, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 62° 48' 28" EAST, 52.08 FEET; THENCE NORTH 80° 42' 38" EAST, 55.92 FEET; THENCE NORTH 42° 06' 14" EAST, 119.96 FEET; THENCE NORTH 41° 47' 11" EAST, 147.98 FEET; THENCE NORTH 37° 07' 34" EAST, 110.06 FEET; THENCE NORTH 52° 25' 53" EAST, 80.75 FEET; THENCE NORTH 56° 54' 13" EAST, 75.93 FEET; THENCE NORTH 66° 00' 58" EAST, 75.65 FEET; THENCE NORTH 87° 26' 45" EAST, 55.24 FEET; THENCE NORTH 52° 55' 10" EAST, 55.80 FEET; THENCE NORTH 67° 37' 45" EAST, 69.00 FEET; THENCE NORTH 52° 03' 08" EAST, 113.36 FEET; THENCE NORTH 75° 00' 45" EAST, 53.94 FEET; THENCE NORTH 50° 16' 52" EAST, 103.95 FEET; THENCE NORTH 60° 26' 50" EAST, 121.36 FEET; THENCE NORTH 67° 48' 44" EAST, 169.49 FEET; THENCE NORTH 62° 15' 57" EAST, 89.93 FEET; THENCE NORTH 51° 11' 47" EAST, 204.21 FEET; THENCE NORTH 36° 17' 19" EAST, 145.58 FEET; THENCE NORTH 39° 13' 58" EAST, 131.37 FEET; THENCE NORTH 44° 12' 55" EAST, 169.39 FEET; THENCE NORTH 29° 52' 34" EAST, 88.96 FEET; THENCE NORTH 46° 07' 33" EAST, 125.47 FEET; THENCE NORTH 37° 58' 54" EAST, 203.01 FEET; THENCE NORTH 38° 00' 08" EAST, 332.18 FEET; THENCE NORTH 43° 49' 29" EAST, 162.59 FEET; THENCE NORTH 55° 23' 12" EAST, 190.70 FEET; THENCE NORTH 54° 36' 07" EAST, 225.22 FEET; THENCE NORTH 49° 22' 01" EAST, 159.98 FEET; THENCE NORTH 41° 09' 29" EAST, 157.98 FEET; THENCE NORTH 43° 42' 03" EAST, 140.67 FEET; THENCE NORTH 61° 23' 22" EAST, 128.47 FEET; THENCE NORTH 48° 02' 14" EAST, 106.76 FEET; THENCE NORTH 70° 09' 33" EAST, 169.19 FEET; THENCE NORTH 43° 35' 31" EAST, 112.16 FEET; THENCE NORTH 69° 40' 37" EAST, 59.06 FEET; THENCE NORTH 74° 27' 01" EAST, 73.47 FEET; THENCE NORTH 36° 30' 31" EAST, 52.07 FEET; THENCE NORTH 70° 20' 23" EAST, 124.37 FEET; THENCE NORTH 85° 38' 35" EAST, 86.42 FEET; THENCE SOUTH 81° 58' 22" EAST, 64.63 FEET; THENCE SOUTH 69° 07' 10" EAST, 80.58 FEET; THENCE SOUTH 89° 59' 60" EAST, 50.88 FEET; THENCE NORTH 72° 47' 51" EAST, 69.37 FEET; THENCE NORTH 53° 24' 20" EAST, 85.35 FEET; THENCE NORTH 47° 47' 44" EAST, 68.41 FEET; THENCE NORTH 62° 26' 50" EAST, 42.57 FEET; THENCE NORTH 44° 37' 56" EAST, 112.96 FEET; THENCE NORTH 62° 39' 28" EAST, 94.69 FEET; THENCE NORTH 60° 59' 11" EAST, 55.83 FEET; THENCE NORTH 49° 04' 07" EAST, 46.70 FEET; THENCE CROSSING INTO SECTION 13, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 49° 04' 07" EAST, 92.32 FEET; THENCE NORTH 72° 38' 14" EAST, 79.74 FEET; THENCE NORTH 77° 35' 47" EAST, 61.12 FEET; THENCE NORTH 80° 16' 21" EAST, 116.56 FEET; THENCE NORTH 67° 39' 22" EAST, 88.50 FEET; THENCE NORTH 72° 39' 43" EAST, 88.12 FEET; THENCE NORTH 70° 06' 16" EAST, 91.63 FEET; THENCE NORTH 65° 28' 33" EAST, 85.01 FEET; THENCE NORTH 68° 08' 57" EAST, 88.29 FEET BEING THE TERMINUS POINT OF THIS DESCRIPTION.

SAID TERMINUS POINT IS LOCATED NORTH 44° 38' 08" WEST, 7,455.64 FEET FROM THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 13 SOUTH, RANGE 15 EAST, S.L.B.&M. WHICH IS A FOUND ROCK CORNER.

THE BOUNDARY LINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO MEET AT ANGLE-POINT INTERSECTIONS AND TO BEGIN AND END ON, AND CONFORM TO THE GRANTOR'S PROPERTY LINES.

(Affects Tax Parcel Nos. 2A-1212, 2A-1213, 2A-1214 and 2A-1215)

Parcel 2

A STRIP OF LAND LOCATED IN CARBON COUNTY, STATE OF UTAH, WHICH IS IN SECTIONS 24, 25, 26 AND 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M., AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO THE FOLLOWING COURSES AND DISTANCES, TO-WIT:

AN EASEMENT FOR PRIVATE ROAD AND UTILITY PURPOSES, 33.00 FEET WIDE LYING 16.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

BEGINNING AT A POINT WHICH IS LOCATED NORTH ALONG THE SECTION LINE 544.05 FEET AND EAST, 2,290.44 FEET FROM THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; AND RUNNING THENCE ALONG AN EXISTING ROAD NORTH 24° 10' 44" EAST, 162.49 FEET; THENCE NORTH 33° 41' 24" EAST, 171.19 FEET; THENCE NORTH 40° 12' 35" EAST, 524.48 FEET; THENCE NORTH 36° 04' 37" EAST, 228.82 FEET; THENCE NORTH 28° 27' 49" EAST, 154.08 FEET; THENCE NORTH 04° 06' 31" EAST, 83.35 FEET; THENCE NORTH 07° 01' 54" WEST, 179.90 FEET; THENCE NORTH 02° 05' 12" WEST, 194.40 FEET; THENCE NORTH 06° 27' 37" EAST, 220.42 FEET; THENCE NORTH 16° 04' 26" EAST, 205.81 FEET; THENCE NORTH 15° 02' 53" EAST, 465.75 FEET; THENCE NORTH 17° 20' 52" EAST, 273.64 FEET; THENCE NORTH 23° 02' 31" EAST, 236.12 FEET; THENCE NORTH 17° 22' 49" EAST, 113.46 FEET; THENCE NORTH 00° 22' 30" EAST, 226.92 FEET; THENCE NORTH 03° 19' 38" WEST, 338.78 FEET; THENCE NORTH 08° 27' 41" WEST, 99.23 FEET; THENCE NORTH 23° 37' 45" WEST, 59.33 FEET; THENCE NORTH 11° 30' 18" WEST, 87.36 FEET; THENCE NORTH 13° 54' 54" EAST, 87.38 FEET; THENCE NORTH 30° 15' 23" EAST, 72.02 FEET; THENCE NORTH 07° 32' 57" EAST, 217.01 FEET; THENCE NORTH 02° 34' 12" WEST, 133.27 FEET; THENCE NORTH 06° 24' 52" EAST, 137.37 FEET; THENCE NORTH 03° 40' 28" EAST, 88.28 FEET; THENCE NORTH 21° 24' 14" EAST, 113.86 FEET; THENCE NORTH 34° 15' 49" EAST, 168.79 FEET; THENCE NORTH 36° 59' 52" EAST, 103.75 FEET CROSSING INTO SECTION 26, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 36° 59' 52" EAST, 282.15 FEET; THENCE NORTH 41° 46' 41" EAST, 130.67 FEET; THENCE NORTH 45° 15' 59" EAST, 345.58 FEET; THENCE NORTH 43° 50' 47" EAST, 179.59 FEET; THENCE NORTH 40° 36' 04" EAST, 157.08 FEET; THENCE NORTH 37° 19' 34" EAST, 352.69 FEET; THENCE NORTH 35° 11' 40" EAST, 637.74 FEET; THENCE NORTH 31° 28' 36" EAST, 101.95 FEET; THENCE NORTH 17° 18' 01" EAST, 170.19 FEET; THENCE NORTH 13° 54' 44" EAST, 99.70 FEET; THENCE NORTH 07° 29' 45" EAST, 136.07 FEET; THENCE NORTH 08° 48' 34" EAST, 243.43 FEET; THENCE NORTH 05° 01' 26" EAST, 162.19 FEET;

THENCE NORTH 18° 18' 30" EAST, 127.17 FEET; THENCE NORTH 20° 30' 17" EAST, 116.56 FEET; THENCE NORTH 27° 47' 54" EAST, 129.47 FEET CROSSING INTO SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 35° 32' 15" EAST, 649.14 FEET; THENCE NORTH 38°44' 52" EAST, 270.94 FEET; THENCE NORTH 38° 17' 24" EAST, 171.89 FEET; THENCE NORTH 32° 36' 44" EAST, 248.73 FEET; THENCE NORTH 33° 04' 52" EAST, 185.40 FEET; THENCE NORTH 35° 23' 54" EAST, 246.13 FEET; THENCE NORTH 20° 01' 26" EAST, 164.39 FEET; THENCE NORTH 18° 21' 48" EAST, 225.42 FEET; THENCE NORTH 11° 32' 25" EAST, 173.09 FEET; THENCE NORTH 19° 40' 24" EAST, 520.18 FEET CROSSING INTO SECTION 24, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 20° 36' 28" EAST, 125.47 FEET; THENCE NORTH 33° 12' 23" EAST, 116.66 FEET; THENCE NORTH 42° 06' 31" EAST, 248.93 FEET; THENCE NORTH 44° 03' 38" EAST, 306.36 FEET; THENCE NORTH 43° 08' 10" EAST, 289.55 FEET; THENCE NORTH 40° 32' 56" EAST, 207.71 FEET; THENCE NORTH 29° 27' 39" EAST, 303.06 FEET; THENCE NORTH 32° 10' 01" EAST, 166.69 FEET; THENCE NORTH 27° 13' 20" EAST, 207.61 FEET; THENCE NORTH 25° 08' 41" EAST, 96.12 FEET; THENCE NORTH 39° 28' 20" EAST, 39.10 FEET; THENCE NORTH 68° 52' 31" EAST, 41.88 FEET; THENCE SOUTH 83° 31' 00" EAST, 39.32 FEET; THENCE SOUTH 33° 41' 24" EAST, 38.41 FEET; THENCE SOUTH 00° 00' 00" EAST, 64.81 FEET; THENCE SOUTH 02° 16' 20" WEST, 111.96 FEET; THENCE SOUTH 03° 42' 55" WEST, 205.51 FEET; THENCE SOUTH 00° 50' 33" EAST, 181.10 FEET; THENCE SOUTH 18° 42' 42" EAST, 58.12 FEET; THENCE SOUTH 30° 53' 44" EAST, 68.52 FEET; THENCE SOUTH 28° 42' 54" EAST, 94.95 FEET; THENCE SOUTH 29° 22' 26" EAST, 170.09 FEET; THENCE SOUTH 29° 15' 49" EAST, 118.06 FEET; THENCE SOUTH 28° 56' 24" EAST, 86.24 FEET; THENCE SOUTH 46° 48' 31" EAST, 59.67 FEET; THENCE SOUTH 71° 19' 59" EAST, 69.35 FEET; THENCE NORTH 83° 30' 02" EAST, 70.60 FEET; THENCE NORTH 81° 28' 09" EAST, 35.91 FEET; THENCE SOUTH 68° 41' 43" EAST, 30.59 FEET; THENCE SOUTH 03° 37' 49" EAST, 54.70 FEET; THENCE SOUTH 01° 30' 26" WEST, 134.97 FEET; THENCE SOUTH 11° 17' 12" WEST, 105.66 FEET; THENCE SOUTH 32° 47' 58" EAST, 103.75 FEET; THENCE SOUTH 45° 54' 11" EAST, 178.49 FEET CROSSING INTO SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE SOUTH 42° 11' 37" EAST, 95.95 FEET; THENCE SOUTH 45° 19' 12" EAST, 112.36 FEET; THENCE SOUTH 40° 45' 48" EAST, 135.97 FEET; THENCE SOUTH 46° 25' 12" EAST, 75.99 FEET; THENCE SOUTH 63° 47' 44" EAST, 41.93 FEET; THENCE NORTH 78° 43' 22" EAST, 108.26 FEET; THENCE NORTH 69° 30' 09" EAST, 101.35 FEET; THENCE NORTH 69° 07' 42" EAST, 132.07 FEET; THENCE NORTH 53° 12' 26" EAST, 143.28 FEET; THENCE NORTH 40° 35' 01" EAST, 170.19 FEET CROSSING INTO SECTION 24, TOWNSHIP 13 SOUTH, RANGE 14 EAST, S.L.B.&M.; THENCE NORTH 34° 37' 59" EAST, 237.13 FEET; THENCE NORTH 20° 31' 46" EAST, 96.60 FEET; THENCE NORTH 48° 48' 48" EAST, 96.09 FEET; THENCE NORTH 71° 28' 02" EAST, 105.36 FEET; THENCE NORTH 76° 18' 23" EAST, 180.00 FEET; THENCE NORTH 73° 29' 44" EAST, 100.01 FEET; THENCE NORTH 79° 18' 54" EAST, 95.78 FEET; THENCE NORTH 69° 26' 38" EAST, 98.62 FEET; THENCE NORTH 58° 34' 13" EAST, 149.78 FEET; THENCE NORTH 59° 51' 31" EAST TO THE EAST LINE OF SAID SECTION 24.

THE BOUNDARY LINES OF SAID EASEMENT SHALL BE PROLONGED OR SHORTENED TO MEET AT ANGLE-POINT INTERSECTIONS AND TO BEGIN AND END ON, AND CONFORM TO THE GRANTOR'S PROPERTY LINES.

(Affects Tax Parcel Nos. 2A-1213, 2A-1214, 2A-1215 and 2A-1225)

EXHIBIT C

Grantor's Property

Duchesne County, Utah

Township 11 South, Range 14 East, S.L.M.

Section 36: N $\frac{1}{2}$ SE $\frac{1}{4}$

Township 11 South, Range 15 East, S.L.M.

Section 22: SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 27: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$
Section 28: E $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: S $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 32: SE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 33: S $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$

Carbon County, Utah

Township 12 South, Range 15 East, S.L.M.

Section 3: Lot 4, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 4: Lot 1

Township 12 South, Range 16 East, S.L.M.

Section 1: N $\frac{1}{4}$ SW $\frac{1}{4}$

Township 13 South, Range 14 East, S.L.M.

Section 13: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 24: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$

Township 13 South, Range 15 East, S.L.M.

Section 18: SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 19: N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$
Section 20: S $\frac{1}{2}$
Section 21: W $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$
Section 28: W $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 29: NW $\frac{1}{4}$ SE $\frac{1}{4}$

Township 13 South, Range 15 East, S.L.M.
(continued)

Section 31: SE $\frac{1}{4}$ NE $\frac{1}{4}$
Section 32: All
Section 35: SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 36: All

Township 13 South, Range 16 East, S.L.M.

Section 17: SW $\frac{1}{4}$ NE $\frac{1}{4}$
Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$
Section 30: SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$
Section 31: NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$
Section 32: All

Township 14 South, Range 14 East, S.L.M.

Section 1: All
Section 2: All
Section 3: N $\frac{1}{2}$, SE $\frac{1}{4}$

Township 14 South, Range 15 East, S.L.M.

Section 1: All
Section 2: All
Section 3: All
Section 4: All
Section 5: All
Section 6: All
Section 7: All
Section 8: N $\frac{1}{2}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 9: All
Section 10: All
Section 11: All
Section 12: All
Section 13: All
Section 14: All
Section 15: All
Section 16: All
Section 17: All
Section 18: All
Section 19: N $\frac{1}{2}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$
Section 20: All
Section 21: All

Township 14 South, Range 15 East, S.L.M.
(continued)

- Section 22: All
Section 23: All
Section 24: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 25: S $\frac{1}{2}$ SW $\frac{1}{4}$
Section 26: N $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 27: N $\frac{1}{2}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$; that portion of the W $\frac{1}{2}$ SW $\frac{1}{4}$ located south of the center line of the Right Fork of Rock Creek
Section 28: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, S $\frac{1}{2}$
Section 29: All
Section 30: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$
Section 31: E $\frac{1}{2}$ NE $\frac{1}{4}$
Section 32: All
Section 33: N $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$
Section 34: NE $\frac{1}{4}$, N $\frac{1}{2}$ NW, SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$,
Section 35: NW $\frac{1}{4}$, N $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$

Township 14 South, Range 16 East, S.L.M.

- Section 5: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 6: All
Section 13: E $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 14: S $\frac{1}{2}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 15: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$
Section 16: All
Section 18: S $\frac{1}{2}$
Section 19: N $\frac{1}{2}$
Section 20: NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$
Section 21: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 22: S $\frac{1}{2}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$

Township 15 South, Range 15 East, S.L.M.

- Section 3: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 4: Lots 1, 2, 3 and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$
Section 5: Lots 1, 2 and 3, S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

(Tax Parcel Nos. _____)

Appendix B.

Termination and Release of Conservation Easement

E 109348 B 582 P 277
Date 29-DEC-2004 1:08pm
Fee: No Fee Check
SHARON MURDOCK, Recorder
Filed By AP
PROFESSIONAL TITLE SERVICES
CARBON COUNTY CORPORATION

TERMINATION AND RELEASE

THIS TERMINATION AND RELEASE ("Release") is executed by and between the UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, FIRE AND STATE LANDS, a government entity, having an address at 1594 W. North Temple, Salt Lake City, Utah 84114 ("Forestry"); the UTAH DEPARTMENT OF AGRICULTURE AND FOOD, a government entity, having an address at 350 North Redwood Road, Salt Lake City, Utah 84116 ("Agriculture"); the UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF WILDLIFE RESOURCES, a government entity, having an address at 1594 W. North Temple, Salt Lake City, Utah 84114 ("Wildlife"); the UTAH QUALITY GROWTH COMMISSION, a government entity, having an address at State Capitol, Suite E210, Salt Lake City, Utah 84114-2210 ("Quality Growth"); and HUNT OIL COMPANY, a Delaware corporation, having an address at 1145 Ross at Field, Dallas, Texas 75202-2785 ("Hunt"). Forestry, Agriculture, Wildlife, Quality Growth and Hunt are collectively referred to in herein as "the Parties."

RECITALS

WHEREAS, Wildlife granted a conservation easement to Forestry and Agriculture dated March 3, 2004 on 2,673 acres of property ("Property") located in Carbon County, Utah (Exhibit A); and

WHEREAS, said conservation easement was recorded on March 10, 2004 in the records of Carbon County, State of Utah as Entry No. 104691 at Book 561, Pages 625-666.

WHEREAS, Wildlife is now exchanging the Property encumbered by the conservation easement for a 2,675 acre parcel of land (Exhibit B) owned by Hunt ("Cold Springs Parcel"); and

WHEREAS, Forestry and Agriculture hold the conservation easement on the Property and desire to facilitate the land exchange between Hunt and Wildlife; and

WHEREAS, the Parties desire to terminate the conservation easement on the Property and reassign it to the Cold Springs Parcel that Wildlife will receive in exchange for the conveying the Property to Hunt; and

WHEREAS, the Parties have executed other agreements and deeds to effectuate the contemplated land and conservation easement exchange.

NOW THEREFORE, in consideration of Wildlife receiving good and marketable title to the Cold Springs Parcel and a conservation easement being placed on that parcel, the Parties acquiesce to Forestry and Agriculture executing the following Release:

TERMINATION AND RELEASE



The Recitals set forth above are incorporated herein by reference.

Forestry and Agriculture, with approval from all other Parties, hereby release and terminate all right, title and interest in and to the conservation easement recorded against the Property on March 10, 2004 in the records of Carbon County, State of Utah as Entry No. 104691 at Book 561, Pages 625-666; It being the intent of Forestry and Agriculture to extinguish the conservation easement on the Property.

DATED THIS 15 day of December, 2004.

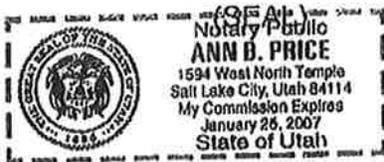
UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF FORESTRY, FIRE AND STATE LANDS

A. Joel Frandsen
A. Joel Frandsen
State Forester/Director

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 15 day of December, 2004, A. Joel Frandsen, who is known to me to be the State Forester/Director of the Utah Division of Forestry, Fire and State Lands, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of the Division of Forestry, Fire and State Lands, Department of Natural Resources, State of Utah.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.



Ann B Price
Notary Public for the State of Utah

Residing at: Salt Lake Co.

My commission expires 1-25-07

TERMINATION AND RELEASE

DATED THIS 2 day of December, 2004.

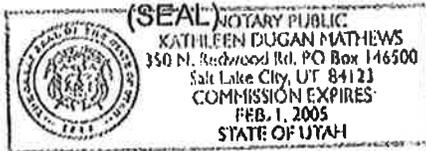
UTAH DEPARTMENT OF
AGRICULTURE AND FOOD


Cary Peterson
Commissioner

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On this 2nd day of December, 2004, Cary Peterson, who is known to me to be the Commissioner of the Utah Department of Agriculture and Food, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Kathleen Dugan Mathews a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of the Utah Department of Agriculture and Food.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.



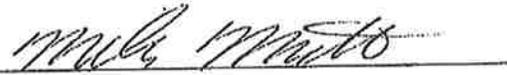
Kathleen Dugan Mathews
Notary Public for the State of Utah

Residing at: Salt Lake County

My commission expires 2/1/05

DATED THIS 24 day of December, 2004.

UTAH DEPARTMENT OF NATURAL
RESOURCES, DIVISION OF WILDLIFE
RESOURCES



Miles Moretti
Acting Director

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 24 day of December, 2004, Miles Moretti, who is known to me to be the Acting Director of the Utah Division of Wildlife Resources, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B. Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of the Division of Wildlife Resources, Department of Natural Resources, State of Utah.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.

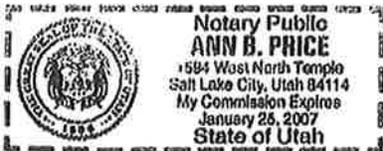


Notary Public for the State of Utah

Residing at: Salt Lake Co.

My commission expires 1-25-07

(SEAL)



DATED THIS 8 day of December, 2004.

UTAH QUALITY GROWTH COMMISSION



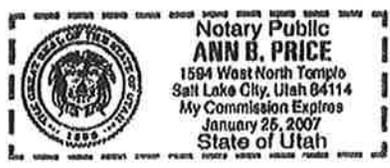
Dan Lofgren
Chairman

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 8 day of December, 2004, Dan Lofgren, who is known to me to be the Chairman of the Utah Quality Growth Commission, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B. Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of the Utah Quality Growth Commission.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.

(SEAL)



Ann B. Price

Notary Public for the State of Utah

Residing at: Salt Lake Co.

My commission expires 1-25-07

DATED THIS 15 day of December, 2004.

HUNT OIL COMPANY

By: [Signature]
Name: Tom Meurer
Title: Sr VP - Hunt Oil Company

STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On this 15 day of December, 2004, Tom Meurer, who is known to me to be the Sr. Vice President of Hunt Oil Company, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, Ann B. Price, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of the Hunt Oil Company.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.

[Signature]
Notary Public for the State of Utah
Residing at: Salt Lake Co.
My commission expires 1-25-07

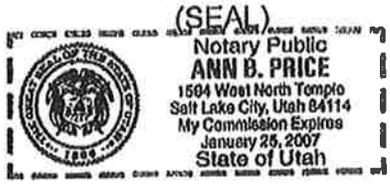


EXHIBIT A

Legal Description - Buckskin Parcel

Carbon County

Township 15 South, Range 15 East, Salt Lake Base and Meridian:

- Sec. 1: S2
- Sec. 3: SE4SW4
- Sec. 10: All
- Sec. 11: NE4, E2NW4, S2
- Sec. 12: N2.

ALSO: Beginning at the Southwest Corner of said Section 12, and running thence North 2640 feet to the West Quarter Corner of said Section 12; thence East 5280 feet to the East Quarter Corner of said Section 12; thence South 440 feet along the Section Line; thence West 3960 feet; thence South 2200 feet to the South line of said Section 12; thence West 1320 feet along the Section Line to the point of beginning.

- Sec. 13: Beginning at the Northwest Corner of said Section 13, and running thence East 1320 feet along the ~~Center~~ Section Line; thence South 47°43' 35" West 1783.93 feet to the West line of said Section 13; thence North 1200 feet along the Section Line to the point of beginning.

- Sec. 14: N2
LESS THE FOLLOWING: Beginning at the East Quarter Corner of said Section 14, and running thence West 1460 feet along the Center Section line; thence North 45° 23' 42" East 2050.66 feet along an existing fence line to the East Line of Section 14; thence South 1490 feet along the Section Line to the point of beginning.

- Sec. 15: W2NE4, NW4, NW4SW4. E2SW4

2,673.21 acres

TERMINATION AND RELEASE

EXHIBIT B

A tract of real property located in Carbon County, Utah, described as follows:

Legal Description - Cold Springs

Carbon County

Township 13 South Range 14 East

Section 23	E/2 SE/4, SW/4 SE/4 (120 acres)	Tax ID 2A-1212-000
Section 24	S/2, SW/4 NW/4, W/2 SE/4 NW/4 (380 ac)	Tax ID 2A-1213-000
Section 25	All (640 acres)	Tax ID 2A-1214-000
Section 26	NE/4, E/2 SE/4, SW/4 SE/4 (280 acres)	Tax ID 2A-1215-000
Section 35	All (640 acres)	Tax ID 2A-1225-000
Section 36	All (640 acres)	Tax ID 2A-1226-000
Total	2,700 acres	

Less and except 25 acres deeded for a Public Easement right of way.

TERMINATION AND RELEASE

Appendix C.

Deed of Conservation Easement

When Recorded mail to:
State of Utah
Dept of Natural Resources
Div of Forestry, Fire and State Lands
1594 West North Temple, Suite 3520
Salt Lake City, UT 84114
Attn: Ann Price

E 109350 R 582 P 290
Date 29-DEC-2004 1:12pm
Fee: Fee Check
SHARON L DOCK, Recorder
Filed By AP
For PROFESSIONAL TITLE SERVICES
CARBON COUNTY CORPORATION

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is made this 14 day of December, 2004, by and through the Department of Natural Resources, Division of Wildlife Resources, a government entity, having an address at 1594 W. North Temple, Suite 2110, Box 146301, Salt Lake City, Utah 84114-6301 ("Grantor"), in favor of the STATE OF UTAH, by and through the Department of Natural Resources, Division of Forestry, Fire and State Lands, a government entity, having an address at 1594 W. North Temple, Suite 3520, Box 145703, Salt Lake City, Utah 84114-5703 and the STATE OF UTAH, Department of Agriculture and Food, a government entity, having an address at 350 North Redwood Road, Salt Lake City, UT 84116, each holding an undivided one-half interest in this Easement ("Grantees").

RECITALS

WHEREAS, the Department of Natural Resources, Division of Wildlife Resources granted a conservation easement dated March 3, 2004 to the Division of Forestry Fire and State lands and the Department of Agriculture and Food on the property known as the Buckskin Parcel of the Wilcox Ranch consisting of approximately 2,673 acres; and

Whereas, the Division of Wildlife Resources is now exchanging the Buckskin parcel for a parcel currently owned by Hunt Oil Company (HOC); that parcel is known as the Cold Springs parcel consisting of approximately 2,675 acres; and

Whereas, the Land and Water Conservation Fund funding used toward the purchase of the conservation easement on the Buckskin parcel can be transferred to the Cold Springs parcel; and

Whereas, the Quality Growth Commission, which provided \$500,000 in funding toward the purchase of a conservation easement on the Buckskin parcel, has approved this exchange; and

Whereas, the Carbon County Commission strongly supports this exchange;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration and pursuant to the laws of the State of Utah, and in particular Title 57, Chapter 18, of the Utah Code, Grantor does hereby voluntarily grant and convey to Grantees a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement"), and to be held jointly by Grantees, or their successors-in-interest.

Grantor is the owner of all legal and equitable real property of certain real property consisting of approximately 2,675 acres, more or less, known as the Cold Springs Parcel, in Carbon County,



Carbon County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated by this reference ("Property"); and

The property possesses natural, forested, agricultural, scenic, cultural, historical, wildlife, and open space values (collectively the "Conservation Values") of great importance to Grantor, Grantees, the people of Carbon County, and the people of the State of Utah; and

The Conservation Values of the Property are consistent with the goals of Utah's Forest Legacy Program and the establishment of this Easement will provide public benefits by:

preventing future conversions of forest land and forest resources; protecting and enhancing water quality and water supplies; protecting and enhancing wildlife habitat and maintaining habitat connectivity and related values to ensure biodiversity; protecting and enhancing riparian areas; maintaining and restoring natural ecosystem functions; and, maintaining forest sustainability and the cultural and economic vitality of rural communities.

The specific Conservation Values of the Property are documented in an inventory of relevant features of the Property. The data and explanatory text are presented in the "Baseline Documentation Report" dated November 17, 2004 ("Baseline Documentation"), which consists of reports, maps, photographs. A copy of the Baseline Documentation is on file with both Grantor and Grantees and by this reference made a part hereof. This will be an accurate representation of the property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. Grantor and Grantees have acknowledged in a signed statement, a copy of which is attached hereto as Exhibit B, that the Baseline Documentation represents the condition of the Property at the time of conveyance; and

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

Grantees are governmental units qualified for holding Conservation Easements under Section 170(b)(1)(A)(v) of the Internal Revenue Code and Title 57, Chapter 18 of the Utah Code; and

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

1. Purpose. It is the purpose of this Easement to assure that the Property will be retained predominantly in its natural, forested, open space condition, and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will confine the use of the Property to such activities as are

consistent with the purpose and provisions of this Easement, subject to all existing rights and encumbrances of record.

2. Authority. This Easement acquisition is authorized by the Cooperative Forestry Assistance Act of 1978, as amended by section 1217 of the Food, Agricultural, Conservation, and Trade Act of 1990 (104 Stat. 3528; 16 U.S.C. Section 2103c).

3. Rights of Grantees. To accomplish the purpose of this Easement the following rights are conveyed to Grantees by this Easement:

A. To preserve and protect the Conservation Values of the Property;

B. To enter upon the Property in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;

C. To prevent any activity on or use of the Property that is materially inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use;

D. To review, comment upon, approve or object to any proposed plans relating to prohibited uses and permitted uses as set forth below; and

E. To place signs on the Property which identify the Property as being protected by this Easement. The number and location of the signs are subject to Grantor's approval, which will not be unreasonably withheld.

4. Prohibited Uses. Subject to all existing rights and encumbrances of record, any activity on or use of the Property materially inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. **Subdivision.** Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property.

B. **Structures and Improvements.** Except as expressly provided for herein, there shall be no building or structure, temporary or permanent, constructed or maintained on the property, including, but not limited to, houses, towers, satellite dishes, sheds, tanks, mobile homes, septic systems, tennis courts, swimming pools, docks, aircraft landing strips, and communication equipment.

C. **Mineral Development.** Subject to existing rights of record, no surface or subsurface mining shall be permitted;

D. Topography Modification. Changes in the existing general topography of the landscape or land surface of the Property, excluding minor changes as a result of activities expressly permitted herein, are prohibited unless such changes were caused by the forces of nature or are specifically allowed in this Easement or the Forest Stewardship Plan;

E. Waste Disposal and Hazardous Materials. No portion of the Property shall be used for dumps, landfills, or the storage or deposit of waste materials of any kind. Disposal of any waste materials generated by activities expressly permitted herein shall be in accordance with applicable state and federal laws. Slash and other debris associated with timber harvesting activities shall be disposed of according to standard forestry practices (This prohibition does not impose liability on Grantees, nor shall Grantees be construed as having liability as "responsible parties" under Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) or similar federal or state statutes.);

F. Industrial, Commercial and Residential Activities. Except for uses permitted in Section 5 herein, the Property shall not be used for industrial, commercial or residential activities;

G. Signs and Billboards. No sign or billboard shall be placed on the Property, except to state the name and address of the Property owner and manager; to advertise on-site activities which are permitted on the Property; to identify natural environmental features; to give road or trail directions; to designate property boundaries, or to control unauthorized entry or use of the Property. Signs shall be no larger than fifteen (15) square feet in area. This paragraph shall not prohibit Grantees from displaying such signs as it may customarily use to identify lands under conservation easement and the terms of such conservation easement; provided however, that the location of any such signs placed by Grantees shall be subject to receipt of Grantor's prior approval for same;

H. Utility Rights-of-way. Subject to existing rights of record and Section 5 of this Easement, no utility rights-of-way shall be located within the Property after the date of this instrument unless expressly agreed to by Grantees. Grantor and Grantees shall restore and reseed all lands disturbed by such utility systems;

I. Water Rights and Alteration of Watercourses and Topography. Grantor will not change, disturb, alter, excavate, or impair any watercourse, surface or subsurface water systems or wetland, or the topography of the ground on the Property except as authorized in the Easement or the Forest Stewardship Plan. Removal of groundwater for use off of the property, including, but not limited to, the sale, removal, or transfer of water rights and shares for use off of the Property is not allowed unless expressly agreed to by Grantees. Included water rights are 90-34, 90-39, 90-611, 90-659, 90-679, 90-691, 90-682, 90-691, 90-692, 90-693.

J. Mining, excavation. Subject to existing rights of record, there shall be no mining, quarrying, excavation, or removal of rocks, minerals, gravel, sand, topsoil, or other similar

materials on the Property, except in connection with any improvements authorized in this Easement and approved by Grantees pursuant to Section 6;

Grantor will not allow uses of the Property that would be detrimental to water quality or that would permanently alter the normal water level and/or flow, except as is reasonable to carry out the ranching and other activities of the Property;

K. Off-Road Vehicles. Grantor will not use vehicles off the existing roads and travelways in a manner which may result in: 1) significant soil erosion or compaction; 2) adverse impacts to the natural appearance of the Property; 3) interference with vegetation; or 4) interference with the natural habitats of animal species occurring on the Property. The parties recognize, however, that use of off-road vehicles may be necessary in ranch operations, law enforcement, biological and archeological studies and surveys and habitat projects, and such limited use is, therefore, expressly permitted, provided that all reasonable efforts are made to minimize any adverse impact of the use consistent with the terms and intent of this Easement.

5. Reserved Rights. Grantor reserves to itself and personal representatives, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the following rights are expressly reserved:

A. Management. Except as prohibited in this Easement, forest management activities are permitted on the Property in accordance with all federal and state laws and regulations, and in accordance with an approved Forest Stewardship Plan (FSP), the general parameters of which are set forth in Exhibit C attached hereto and incorporated herein by reference, and the State of Utah's Forest Water Quality Guidelines contained in the document, "Nonpoint Source Management Plan for Silvicultural Activities." Sound management practices, in accordance with the Forest Stewardship Plan, must be maintained to achieve a healthy, sustainable forest.

Grantor may cut trees for personal use on the Property and cut and gather dead, dying and down trees for firewood for use on the Property. Personal use includes firewood, Christmas trees, posts and poles. Prior to implementing recommended practices outlined in the FSP, Grantor must consult with Grantee. Implementation of projects or prescriptions identified in the FSP require the involvement of a resource management professional.

B. Facilities. Grantor may construct additional fences, roads, corrals, barns, sheds, and wildlife guzzlers as may be necessary, upon prior written approval by Grantees as provided in Section 6 of this Easement. Grantor may construct fences along the exterior border of the Property without prior approval of Grantees. Drift fences may be constructed as necessary to control drifting snow. Big game-proof fences are permitted around harvested crops (e.g. haystacks) or domestic gardens. No other big game-proof fences will be constructed on the Property or on the exterior boundary of the Property;

C. Improvements. Grantor may engage in habitat and range improvement projects on the property, upon receiving Grantees' prior approval pursuant to Section 6;

D. Defensible Space for Fire Protection. Any existing or new structures will require vegetation management to reduce fire intensities. The recommended treatment of vegetation is dependent on fuel type (kinds of trees/shrubs/grass) and slope. Refer to "Living With Fire, A Guide for the Homeowner" for detail in creating and maintaining defensible space (available from the Division of Forestry, Fire and State Lands) or contact a resource management professional;

E. Agricultural Chemicals. Use of agricultural chemicals is permitted for the following purposes and under the following conditions:

(1) For the control of noxious weeds, other invasive exotic plant species and plants toxic to domestic livestock; provided that chemical herbicides may be used only in those amounts and with a frequency of application that constitute the minimum necessary for control. Herbicide shall not be applied by aerial spraying, except with the prior approval of Grantees.

(2) For the control of agricultural, forest, or rangeland pests, provided that chemical biocides may be used only when no other reasonable and generally accepted method of control is effective; that the biocide is used only in those amounts and with a frequency of application constituting the minimum necessary to accomplish reasonable agricultural and residential purposes; that the biocide has minimal adverse effects on non-target species of plants or animals. The biocide shall not be applied by aerial spraying, except with the prior approval of Grantees.

F. Livestock Grazing. Good range stewardship and proper management of domestic livestock are integral to the conservation goals of this Easement. Grazing shall meet Natural Resource Conservation Service Prescribed Grazing Standards to insure that use will not degrade range health and will result in a static or upward range trend. Where livestock grazing is or becomes a primary use of the Property, or where the Property is or becomes utilized as a forage base for wildlife, all grazing activity may be governed by a Grazing Management Plan ("GMP") prepared by a qualified natural resource specialist and reviewed and approved by Grantees. Grantees reserve the right, at their sole cost, to have consultants or employees, including range scientists, fisheries biologists, hydrologists, ecologists, and wildlife biologists, review the GMP and make on-site evaluations to provide recommendations to Grantor.

In cases where a GMP is required, it shall be prepared, completed, and incorporated into this Easement. A GMP may be modified or created following the execution of this Easement where changing needs and uses precipitate grazing practice regulation to ensure compliance with the terms of this Easement and protection of the Conservation Values identified therein. The GMP will consider the long-term health of the range resource and wildlife habitat. The GMP will describe appropriate use levels, seasons of use, kinds of livestock that will be grazing, and necessary management practices. The GMP must meet all applicable state and federal laws, policies, guidelines, and regulations.

G. Ranching and Farming Activities. Grantor may use the Property for historical or common ranching and farming activities, including grazing, breeding, raising, and managing livestock, provided these activities do not materially jeopardize the wildlife habitat values. Generally, the term "livestock" means traditional livestock. Grazing and pasturing, on the entire Property, of cattle and horses is allowed provided that range conditions shall be maintained at, or improved from, those documented in the attached Baseline Documentation. Grazing of other privately owned wildlife, including but not limited to bison, elk, or deer is prohibited. Grantor may also use the Property to grow suitable grains, hay and other crops that have historically been cultivated on the Property.

6. Review of Grantor's Plans Pursuant to Prohibited Uses and Reserved Rights. Before undertaking any activity pursuant to any reserved right under Section 5 that requires Grantees' approval, or any exception to a prohibited use under Section 4 above, Grantor shall submit to Grantees a detailed written plan describing the undertaking. Grantees shall have a period of forty-five (45) days from receipt of said plan to review said plan and approve or make objections to the same. All such objections shall be based upon inconsistencies between the plan and the purpose of this Easement or the Conservation Values of the Property. If within said 45 day period, Grantees make no objections, then Grantees shall be deemed to have approved of said plan, but nothing else not contained in the plan. If Grantees raise objections, the parties agree to meet and resolve in good faith all such objections prior to Grantor undertaking such development. If no agreement can be reached between the parties regarding the plan, despite use of the parties' best efforts to do so, either one of the parties may submit the matter to binding arbitration. Any matter submitted to arbitration shall be submitted to and heard by the Salt Lake City Office of the American Arbitration Association in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association.

7. Grantees' Facilitation and Enhancement of Conservation Values. Nothing set forth herein shall prevent either party from seeking to facilitate or enhance the Conservation Values of the Property or the purposes of this Easement. Before undertaking any such facilitation, improvement, or enhancement of the Conservation Values, Grantees shall prepare and submit to Grantor a detailed written plan describing same. Grantor shall have a period of forty-five (45) days from receipt of said plan to review said plan and approve or make objections to the same. All such objections shall be based upon inconsistencies between the plan and the purposes of this Easement and the Conservation Values of the Property, provided however, that such enhancements shall not be in derogation of the reserved rights or the exceptions to the prohibited uses reserved to Grantor in this Easement. If within said 45 day period, Grantor makes no objections, the plan shall be deemed approved, but no other matters except those set forth in the plan. If Grantor raises objections, the parties agree to meet and resolve in good faith all such objections prior to Grantees undertaking such development.

8. General Agreed Parameters for Certain Types of Improvements and Uses. The parties agree to the following matters with regard to particular types of possible improvements or uses of the Property:

A. Roads. The parties agree that any road which is permitted and constructed will be constructed in such a fashion and manner so as to:

- (1) minimize the width and length of such road;
- (2) maximize the ability of the road to be reclaimed and returned to a natural state when it is no longer required or needed;
- (3) minimize the road's impact on the Conservation Values of the Property.

B. Structures and Other Improvements. The parties agree that any structures or other improvements which are permitted and constructed will be constructed in such a fashion and manner so as to minimize the structure's impact on the Conservation Values of the Property.

9. Access. Public access may be granted to the Property as determined solely by Grantor. Grantor may determine the extent of public access allowed on the Property consistent with protecting the Conservation Values protected under this Easement. The public shall not be allowed to obtain any right of access by dedication or prescription.

Hunt Oil Co. reserves the right to reasonable and necessary cattle trailing on the Property, not to exceed herd size granted through Bureau of Land Management Animal Unit Month (AUM) allotment.

10. Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantees are free to jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualification of this Easement or the status of the Grantees under any applicable laws, including Title 57, Chapter 18 of the Utah Code, or Section 170 (h) of the Internal Revenue Code of 1954, as amended, and any amendment shall be consistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Carbon County, Utah.

11. General Provisions.

A. Duration of Easement. This Easement shall continue in perpetuity and shall bind Grantor and all future owners, assigns, and tenants of the Property.

B. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.