Teshekpuk Lake Conservation Right-of-Way

This Conservation Right-of-Way Grant ("Grant"), is made and conveyed this 17th day of December, 2024, between the **UNITED STATES OF AMERICA**, and its assigns, ("Grantor" or "United States") and Nuiqsut Trilateral, Inc., a nonprofit organization organized under the laws of the State of Alaska, and its successors, heirs, and assigns ("Grantee"). The United States and Grantee are jointly referred to as the "Parties." The administering agency of the United States is the Bureau of Land Management ("BLM") of the United States Department of the Interior. The Conservation Right-of-Way Grant number is AKAK106392216.

WHEREAS, in March 2023, the Department of the Interior issued a Record of Decision ("ROD") for the Willow Master Development Plan Project ("Willow Project"), approving the development of project Alternative E as described in the Final Supplemental Environmental Impact Statement ("EIS"), as modified to include only drill sites BT1, BT2 and BT3 and associated infrastructure, and the development and use of Module Delivery Option 3 (Colville River Crossing), subject to the terms and conditions described in Appendix A, Mitigation Measures, of the ROD;

WHEREAS, included in ROD Appendix A, Mitigation Measures, is Mitigation Measure 27, which provides, "BLM will develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd [("Herd")] to fully offset impacts of the [Willow Project] on that Herd;"

WHEREAS, the Willow Project is expected to have impacts to the Herd and associated subsistence uses that cannot be fully mitigated by avoidance and minimization, and protections are desired to offset these impacts on the Herd for the life of the Willow Project;

WHEREAS, such desired protections include protecting the area comprising Teshekpuk Lake, a buffer along all shores of the lake, and the K-10 Caribou Movement Corridors and K-16 Deferral Areas (as defined under Alternative E in the 2020 National Petroleum Reserve in Alaska Integrated Activity Plan Final Environmental Impact Statement; see Map 2-10 thereof), (collectively the "Protected Property");

WHEREAS, the Protected Property contains natural, scenic, and other similar resources and values, including fish and wildlife and their habitats, as well as cultural attributes and amenities that are important and valuable to local communities;

WHEREAS, the Protected Property and the resources it supports are used by local residents and caribou and are a very important subsistence resource for communities within the NPR-A;

WHEREAS, the objective of this Grant is to achieve durable, long-term protection for the Herd and for the communities who depend on it for subsistence use in order to offset the impacts on the Herd from the Willow Project;

WHEREAS, the Teshekpuk Lake region is statutorily designated as a special area that requires maximum protection of its significant subsistence, wildlife and other values pursuant to Section

104(a) of the Naval Petroleum Reserves Production Act of 1976 ("NPRPA"), 42 U.S.C. § 6504(a), and the Protected Property is located within the Teshekpuk Lake Special Area ("TLSA"), which the Secretary of the Interior ("Secretary") designated in 1977, pursuant to the NPRPA, and expanded in 2013;

WHEREAS, the Protected Property includes approximately 1,012,040 acres within the 3.65million acre TLSA;

WHEREAS, approximately 7,000 acres of the Protected Property are open to oil and gas leasing under the April 2022 National Petroleum Reserve in Alaska Integrated Activity Plan Record of Decision ("IAP ROD"), with the remaining acreage closed to oil and gas leasing;

WHEREAS, approximately 115,000 acres of the Protected Property are open to new oil and gas infrastructure under the 2022 IAP ROD, with the remaining acreage closed to new oil and gas infrastructure;

WHEREAS, the Parties desire to establish more durable protections for the Herd than are currently provided in the IAP, as called for in Mitigation Measure 27;

WHEREAS, the TLSA and its subset, the Teshekpuk Lake Caribou Habitat Area, are critical to calving and insect relief for the Herd;

NOW THEREFORE, pursuant to Section 102 of the NPRPA, 42 U.S.C. § 6502, the United States does hereby grant and convey to Grantee this Conservation Right-of-Way Grant over the Protected Property to the extent hereinafter set forth.

I. Purposes and Authority

<u>A. Purpose.</u> To offset the impacts on the Herd from the Willow Project by providing durable and long-term protection for the Herd by prohibiting certain activities and facilities within the Protected Property for the benefit of the Herd and the Herd's most important habitat.

B. Authority.

i. The authority for this Grant is Section 102 of the NPRPA, 42 U.S.C. § 6502, which provides in relevant part: "Subject to valid existing rights, all lands within the exterior boundaries of such reserve are hereby reserved and withdrawn from all forms of entry and disposition under the public land laws, including the mining and mineral leasing laws, and all other Acts; but the Secretary is authorized to ... (2) ... grant such rights-of-way, licenses, and permits as may be necessary to carry out his responsibilities under this Act"

ii. The Secretary of the Interior ("Secretary") has responsibilities for the "protection of environmental, fish and wildlife, and historical or scenic values" under Section 103(b) of the NPRPA, 42 U.S.C. § 6503(b), and to ensure that "any exploration within the ... Teshekpuk Lake area[]... containing any significant subsistence, recreational, fish and wildlife, or historical or

scenic value, shall be conducted in a manner which will assure the maximum protection of such surface values" under Section 104(a) of the NPRPA, 42 U.S.C. § 6504(a).

iii. Additionally, under Section 107(b) of the NPRPA, 42 U.S.C. § 6506a(b), the Secretary is required to "include or provide for such conditions, restrictions, and prohibitions as the Secretary deems necessary or appropriate to mitigate reasonably foreseeable and significantly adverse effects on the surface resources of the National Petroleum Reserve in Alaska."

iv. Mitigation Measure 27 of the ROD carries out the Secretary's aforementioned responsibilities under the NPRPA, and directs BLM to "develop compensatory mitigation that provides durable, long-term protection for the Teshekpuk Caribou Herd to fully offset impacts of the [Willow Project] on that Herd" and as a means of doing so to consider creation of a "bilateral or multi-lateral conservation instrument to provide protections for the Herd and its key habitat for the duration of the Project's impacts."

II. Duration of Grant and Rent

<u>A. Term of Grant.</u> The term of the Grant shall commence on the date this instrument is signed by both Parties and shall continue and remain in effect throughout the life of construction and operation of the Willow Project and completion of post-operation reclamation activities until the date BLM determines, in accordance with a BLM-approved reclamation plan, that reclamation has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project.

See Section X for termination terms.

B. Rent. There is no rent associated with this Grant.

III. Location and Boundary of Grant

<u>A. Grant Boundary.</u> See Exhibits A and B for legal description of the Protected Property and associated map, which encompasses approximately 1,012,040 acres. If there is any inconsistency between the legal description and associated map in Exhibits A and B, the legal description shall prevail.

<u>B. Exclusions from Grant.</u> This Grant shall not apply to any non-Federal, privately-owned lands within the boundary of the Protected Property, specifically including, but not limited to, Native allotments and lands owned by Kuukpik Corporation or Arctic Slope Regional Corporation. This Grant shall be in no way affect the rights and interests of such private property owners and Native allottees. Similarly, this Grant shall not affect, change, or limit any existing rights or traditional use of subsistence camps or cabins, whether on private land or public land within the Protected Property.

IV. Rights Conveyed to Grantee

<u>A. Enforce Restrictions.</u> The United States does hereby convey to Grantee the following rights and interests in the Protected Property: The right to take legal and any other lawful action to prevent any activity on or use of the Protected Property that is prohibited by or inconsistent with the purpose of this Grant and, in the event the Protected Property is damaged by any such activity or use, to require the restoration of such areas or features of the Protected Property at the sole cost and expense of those responsible for the damage. This includes the right to seek to enjoin any such activity or seek other appropriate relief under the Tucker Act (28 U.S.C. § 1346(a)) or other applicable statute(s) in proceedings before the United States, including before the BLM or Department of the Interior, or in a court of competent jurisdiction.

B. Monitor and Provide Input on Uses of Protected Property. To monitor and assess use of the Protected Property by the United States, the public, or other third parties, the United States shall provide the Grantee such information on the commercial and non-commercial uses and proposed uses of the Protected Property as is necessary for the Grantee to exercise its rights under this Grant. The United States' duty to provide Grantee such information shall preclude the United States from issuing a decision on a proposed use prior to it notifying the Grantee of the proposed use pursuant to Section IX(N) and allowing Grantee not less than thirty (30) calendar days to provide input to the United States on the proposed use's compliance with this Grant. The United States shall consider the input of the Grantee unless Grantee unreasonably delays said input. Parties may jointly agree in writing to provide Grantee additional time to review the proposed use and provide input if the circumstances so warrant. A request for an extension of time shall not be unreasonably denied. If Grantee does not provide a response or request additional time to review within the provided review period, the United States may proceed with issuing a decision on the proposed use after evaluating the proposed use's consistency with this Grant on its own merits. Grantee's failure to respond or to request additional time shall not be construed as a consent to the proposed use or a waiver of any provision of this Grant, including but not limited to Grantee's enforcement rights under this Section IV and Section VIII.

<u>C. Waiver of Right of Enforcement.</u> Grantee may waive its right to enforce the prohibition of uses of the Protected Property for specific projects, activities, uses, or facilities. For Grantee to waive its right to enforce a prohibition for a specific project, activity, use, or facility, Grantee must first make a determination in writing that the benefits associated with the proposal outweigh any impacts to the Herd and that it is in the best interest of the community for the project, activity, use, or facility to go forward. Such a determination shall be signed by Grantee's authorized representative and provided in writing to the United States.

<u>D. Entry and Inspection.</u> The Grantee and its respective employees and agents have the right to enter the Protected Property at reasonable times for the purpose of inspecting the Protected Property. This right of inspection does not include access to the interior of buildings and structures that are not open to the public.

<u>E. Surveys and Photographs.</u> The Grantee shall have the right to make surveys and plats, take photographs and prepare such other documents as may be necessary or desirable to administer the provisions of this Grant. Copies of any such surveys, plats, photographs and documents

pertaining to the Protected Property will be made available to the United States upon request. Any such map, plat, or other suitable document may be recorded at the discretion of the Grantee in the Alaska Department of Natural Resources' land records for the recording district of Barrow.

V. Obligations of Grantee

<u>A. Compliance with Existing Laws and Regulations.</u> The Grantee agrees to observe all applicable Federal, State, and local laws, regulations, and standards in carrying out activities under this Grant.

<u>B. Avoidance of Damage.</u> The Grantee shall diligently attempt to perform all activities in a manner so as to ensure protection of the environment, to avoid damage to scenic, cultural and aesthetic values and fish and wildlife habitat, and to ensure the health and safety of the public. Such responsibility shall not be construed as an affirmative duty to take action to protect the public.

<u>C. Limited Use of Property.</u> The Grantee shall not use the Protected Property for any purposes other than those specified in this Grant or authorized by other relevant law or regulation.

<u>D. No Posting of Signs.</u> The Grantee shall not post any notices or signs, or use any other means, that depict or suggest that the public lands within the Protected Property area are privately owned.

E. Protection of Cultural Resources. Any cultural (historic or prehistoric site or object) or paleontological resources or Native American human remains, funerary items, sacred objects, or objects of cultural patrimony discovered by the Grantee, or any person working on their behalf, during the course of activities on Federal land within the Protected Property shall be immediately reported to BLM by telephone, followed by written confirmation. The Grantee shall suspend all operations in the immediate area of such discovery and protect it until an evaluation of the discovery can be made by BLM. For cultural resources other than Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, this evaluation will determine the significance of the discovery and what mitigation measures are necessary to allow the activities to proceed. Any decision on treatment and/or mitigation will be made by BLM after consulting with the Grantee. Operations may resume only upon written authorization to proceed from BLM. For Native American human remains, funerary items, sacred objects, or objects of cultural patrimony, the Grantee must stop activities in the immediate vicinity of the discovery and take reasonable measures to protect it from activities for thirty (30) days or until notified to proceed by BLM. Any decision on treatment and/or mitigation will be made by BLM after consulting with the Grantee.

VI. Prohibited Activities

<u>A. Prohibited Activities.</u> Subject to valid existing rights, including, but not limited to, valid oil and gas leases, easements, right-of-way grants, and reservations of the United States and third parties existing as of the date this Grant is executed, the following activities are prohibited within

the Protected Property, unless waived by Grantee under the terms of this Grant on a proposalspecific basis:

<u>i. Oil and Gas Leasing.</u> Issuance of new oil and gas leases for lands within the Protected Property is prohibited.

<u>ii. Surface and Subsurface Exploration and Development.</u> The surface or subsurface exploration, development, mining, or extraction of oil, gas, or other mineral resources, or sand or gravel in pursuit of oil, gas or other mineral resources, from the surface or subsurface of the Protected Property, as well as the transportation of oil or gas over or across the Protected Property through any means, including pipelines, and the construction of roads to support any of these uses, is prohibited.

<u>iii. New Construction.</u> Construction of new facilities in support of oil or gas exploration, development, or production, including but not limited to gravel pads, buildings, or other structures, is prohibited.

iv. Utilities. The new installation or relocation of public or private utilities in support of oil or gas exploration, development, or production, including electric, telephone, or other communications services over the Protected Property, is prohibited. Existing utilities on the Protected Property may be maintained, repaired, removed, or replaced at their current location as they existed as of the date of this Grant.

<u>v. Dual Purpose Facilities.</u> Dual Purpose Facilities (*i.e.*, facilities used for both community purposes and for oil and gas activities) may be prohibited if, after consulting, Grantor and Grantee make a written determination that the use will primarily be to support oil and gas activities or if the facility's benefit to local communities does not outweigh the impact on the Herd or its habitat.

<u>B. All Other Rights Reserved.</u> Except to the extent that prior approval of Grantee is required by any paragraph of this Grant, all rights reserved by the United States or not prohibited by this Grant are considered to be consistent with the terms of this Grant and require no prior notification or approval by Grantee but may still be subject to other regulations and permit requirements.

<u>C. Third Party Activities.</u> The United States may not authorize or allow a third party to use the Protected Property in a manner inconsistent with the terms of this Grant. Therefore, no right to use the Protected Property, whether in the form of a permit, right-of-way, easement, surface lease, oil, gas or mineral lease or other right or interest in, on or through the Protected Property, may be conveyed or permitted to be established in, on or through the Protected Property, unless the right or interest is consistent with the terms of this Grant or pursuant to a written waiver of prohibition under Section IV(C). These prohibitions do not apply to a right to use the Protected Property that was in existence prior to this Grant, including renewals thereof where no additional rights are conveyed beyond those granted by the original authorization. Notwithstanding the foregoing, third party rights to use the Protected Property may be granted in connection with uses

or facilities that are not prohibited by the terms herein (such as the granting of a utility easement to benefit a permitted residence).

<u>D. Emergency Response.</u> Nothing in this Grant shall prevent the temporary use of the Protected Property by the United States and third parties as necessary to facilitate a short term response to a local disaster or emergency declared by the President, a tribal government (with consent of the Grantee), or the Governor of Alaska, or which is otherwise necessary to respond to other immediate threats to life or property within or in immediate proximity to the Protected Property. To invoke this provision, such disaster, emergency, or immediate threat to life or property must be occurring within the Protected Property or immediate vicinity thereof. If such emergency use occurs, the United States shall notify Grantee as soon as possible, but no later than seven (7) days after the commencement of the activity, of the circumstances of the use and provide Grantee the opportunity to provide input. Such use shall cease as soon as the disaster, emergency, or immediate threat to life or property concludes or arrangements can be made to respond to it from outside the Protected Property, whichever is sooner.

VII. Reservations by the United States

A. Reservation. The United States reserves all rights not specifically granted to the Grantee.

<u>B. Permitted Uses.</u> The United States reserves the right to use the public lands or to authorize the use of the public lands within the Protected Property by the general public in any way compatible or consistent with this Grant, subject to the consultation provision contained in Section IV(B). The Grantee agrees and consents to the occupancy and use by the United States, its holders, permittees, or lessees of any part of the Protected Property in any way compatible or not inconsistent with this Grant. Neither Party intends for this Grant to limit, reduce, or otherwise negatively effect local resident's customary, traditional, and permissible use of the Protected Area consistent with applicable Federal laws and regulations.

<u>C. Access.</u> Officers, agents, employees, licensees, and permittees of the United States shall have the right, at all proper times and places, freely to have ingress to, passage over, and egress from the Protected Property, for the purpose of exercising, enforcing, and protecting the rights described in the terms of this Grant or for the purpose of operating and maintaining any Federal projects, actions, or activities thereon.

VIII. Enforcement

<u>A. Notice of Noncompliance.</u> In the event either Party becomes aware of an event or circumstance of noncompliance with the terms of this Grant, that party shall give notice to the other Party, their successors or assigns, at their address as specified in Section IX(N), of such event or circumstance of noncompliance. Unless otherwise agreed upon, the noncompliant Party shall cure the defect by immediately stopping the event or circumstance causing noncompliance and shall restore the Protected Property to its previous condition. The noncompliant Party's cure period expires thirty (30) days after the receipt of the notice of noncompliance, subject to a mutually agreed-upon extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:

i. The noncompliant Party ceases the activity constituting the violation promptly upon receipt of the notice;

ii. Both Parties agree, within the initial thirty (30) day period, upon the measures that the noncompliant Party will take to cure the violation;

iii. The noncompliant Party commences to cure within the initial thirty (30) day period. "Commences to cure" occurs by either physically commencing the activities necessary to cure the noncompliance or by both Parties agreeing in writing to a plan to cure. Physical implementation of such a plan shall occur as soon as practicable; and

iv. The noncompliant Party continues thereafter to use best efforts and due diligence to complete the agreed upon cure.

<u>B. Remedies.</u> If the event or circumstance of noncompliance is not corrected within the cure period, the Party making such notification is entitled to institute suits or other appropriate legal action to enjoin any breach or enforce any covenant in this Grant and require that the Protected Property be restored promptly by the violating party to substantially the same condition that existed prior to the event or circumstance of noncompliance.

<u>C. No Limitation on Other Remedies.</u> Nothing in this Section shall limit any other legal rights or remedies available to the Parties.

<u>D. No Waiver.</u> No failure on the part of either Party to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of said Party to enforce the same in the event of a subsequent breach or default.

IX. General Terms

<u>A. Interpretation.</u> This instrument shall be construed so as to affect the purpose for which it was granted to the Grantee. Any ambiguities shall be resolved in a manner that best accomplishes the purpose of this Grant.

<u>B. Valid Existing Rights.</u> This Grant is subject to valid existing easements, rights, and reservations of the United States and third parties in existence as of the date of this Grant.

<u>C. Governing Law.</u> This Grant shall be governed by and interpreted under applicable provisions of Federal and State law.

<u>D. Limitation on Liability.</u> Nothing contained in this Grant shall be construed to entitle the Grantee to bring any action against the United States for any injury to or change in the Protected Property resulting from causes beyond the United States's control, including, without limitation, natural caused fire, flood, storm, and earth movement, or from any injury to or change in the Protected Property resulting from a third party's intentional or negligent act or prudent action taken by the United States under emergency conditions to prevent, abate or mitigate significant

threat to public health or safety or injury to the Protected Property resulting from such causes. Nothing contained in this Grant shall be construed to limit the obligation of third parties for injury or damage to the Protected Property under applicable Federal or State laws.

<u>E. Disclaimer for Limitation on Liability.</u> The United States is not relieved from liability by this Grant for injuries occurring on, and resulting from, the condition of the Protected Property for which it would otherwise ordinarily be liable. The Grantee shall be responsible for losses, damages, or liabilities arising out of any act or omission of its employees or its agents to the extent each otherwise would be responsible for such losses, damages, or liabilities under applicable Federal or State law.

<u>F. Inspection Not Required.</u> This Grant imposes no duty on the United States or the Grantee, either before or during the Grant term, to inspect the Protected Property or to warn of hazards and, if the United States or the Grantee inspects the Protected Property, neither Party will incur any additional duty nor any liability for hazards not identified or discovered through such inspections.

<u>G. Public Access.</u> This Grant does not affect the public's existing rights to enter and use the Protected Property for permitted purposes. The Parties intend and agree that the public will be permitted access to and use of the Protected Property as permitted by BLM regulations regarding public access within the NPR-A, subject to the limitations herein. All permitted public access to or use of the Protected Property shall be in compliance with the terms of this Grant.

<u>H. No Third-Party Beneficiary.</u> The Parties agree that this Grant is not intended, and shall not be construed, to create any third-party beneficiary hereof and that nothing in this Grant shall be construed as creating any rights of enforcement by any other person or entity that is not a party to this Grant.

<u>I. Transfer.</u> The United States agrees to incorporate the terms of this Grant in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Protected Property, including without limitations, a leasehold interest. The Grantee may transfer, assign, or delegate any of its rights or responsibilities under this Grant to a third party, but only if the third party is required to and agrees to be bound by and to carry out the purpose of this Grant. The Parties agree that the terms, conditions, and restrictions of this Grant shall run with the land and shall be binding upon the Parties, their successors and assigns until the Grant is terminated as provided in Section X.

J. Effect of Federal Law. In the event that any applicable Federal law imposes affirmative obligations on the United States which, if complied with by the United States, would be a violation of a term of this Grant, the United States shall: (i) if said law requires a specific act without any discretion on the part of the United States, comply with said law and give Grantee written notice of the United States's compliance as soon as reasonably possible, but in no event more than thirty (30) days prior to the time the United States intends to begin to comply; or (ii) if said law leaves to the United States's discretion how to comply with said law, use the method most protective of the conservation values of the Protected Property.

<u>K. Amendment and Waivers.</u> Parties may agree at any time to amend or waive a term of this Grant. No amendment or waiver of this Grant is valid or effective unless it is in writing and signed by both Parties.

<u>L. Duty to Negotiate.</u> If any material provision of this Grant or any application thereof shall be deemed invalid or unenforceable, then the Parties will negotiate in good faith such reasonable modifications of this Grant as are necessary to protect the duties, rights, and interests of the Parties under this Grant and to carry out the intent of this Grant.

<u>M. Entire Agreement.</u> This instrument sets forth the entire agreement of the parties with respect to the Grant and supersedes all prior discussions, negotiations, understandings or agreements relating to the Grant. If any term is found to be invalid, the remainder of the terms of this Grant, and the application of such term to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

<u>N. Notices.</u> Any notice, demand, request, consent, approval, or other communication required to be given by a Party hereto pursuant to any term hereof shall be sent by registered or certified mail, return receipt requested to the addresses set forth below or to such other address as a Party may establish in writing on notification to all other Parties hereto.

i. If to the United States: BLM Alaska State Director, 222 W. 7th Avenue #13, Anchorage, AK 99513; and

ii. If to the Grantee: Nuiqsut Trilateral, Inc., P.O. Box 891878, Nuiqsut, AK 99789, with a courtesy copy to Patrick Munson, Munson, Cacciola & Severin, LLP, 1029 West 3rd Ave, Ste 402, Anchorage, AK 99501.

<u>O. Originals.</u> This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document.

<u>P. Supervision and Funding.</u> Each Party is responsible for supervision, management, and funding of its personnel. Nothing in this Grant shall be construed as requiring the obligation or expenditure of Federal funds in advance of Congressional appropriation.

X. Termination

<u>A. Termination by Determination.</u> This Grant shall terminate on the date BLM issues a determination, in accordance with a BLM-approved reclamation plan, that reclamation of the Willow Project has been completed and is deemed substantially effective in restoring the caribou habitat and the population and health of the Herd adversely impacted by the Willow Project. Prior to issuing such a determination, BLM shall consult with Grantee to obtain its views on the adequacy of the reclamation work, and shall share any pertinent reclamation-related reports or other information with Grantee.

<u>B. Termination by Agreement.</u> This Grant may also be terminated upon mutual written agreement of both Parties.

Exhibits

Exhibit A - Legal Description of Protected Property

Exhibit B - Map of Protected Property

Signature

ed Represent tive of Nuiqsut Trilateral, Inc.

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Date

Authorized Representative of Nuiqsut Trilateral, Inc.

KOXanna Oyagak Printed Name

Scretary Title

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BLM Authorized Officer

Steven Cohn Printed Name

<u>Alaska State Director</u> Title <u>12/17/24</u> Date

Township	Range	BLM Managed Land Sections
18 North	8 West	25-27, 34-36
18 North	7 West	20-22, 25-36
18 North	6 West	13, 22-36 (excluding Native Allotments in sections 23, 24, 25, 26, 33, and 34)
18 North	5 West	8-11, 13-36
18 North	4 West	14-15, 18-36
18 North	3 West	25-36 (excluding Native Allotment in sections 26 and 35)
18 North	2 West	31-33
17 North	9 West	36
17 North	8 West	1-3, 9-16, 20-36 (excluding Native Allotments in sections 29 and 32)
17 North	7 West	1-36
17 North	6 West	1-36 (excluding Native Allotments in sections 2-5, 9-11)
17 North	5 West	1-36
17 North	4 West	1-36
17 North	3 West	1-36
17 North	2 West	3-10, 14-23, 26-36
16 North	9 West	1-3, 9-17, 19-36 (excluding Native Allotments in sections 24-25)
16 North	8 West	1-36
16 North	7 West	1-36
16 North	6 West	1-36
16 North	5 West	1-36
16 North	4 West	1-36
16 North	3 West	1-36
16 North	2 West	1-11, 14-22, 27-33
15 North	10 West	1, 12, 13, 24, 25, 35, 36
15 North	9 West	1-36 (excluding Native Allotments in sections 7-9, 21, 22, 27, 28)
15 North	8 West	1-36
15 North	7 West	1-36
15 North	6 West	1-36
15 North	5 West	1-36
15 North	4 West	1-36
15 North	3 West	1-36 (excluding Native Allotments in sections 19, 20, 29-32)
15 North	2 West	4-8, 17-20, 28-36

Exhibit A – Legal Description of Protected Property (All Umiat Meridian)

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14 North	10 West	1, 2, 11-14, 24, 25, 36
14 North	9 West	1-36
14 North	8 West	1-36
14 North	7 West	1-36
14 North	6 West	1-36
14 North	5 West	1-36 (excluding Native Allotment in section 34)
14 North	4 West	1-36 (excluding Native Allotment in section 15 and 16)
14 North	3 West	1-36
14 North	2 West	1-36
14 North	1 West	3-36
14 North	1 East	7-10, 15-36
13 North	9 West	1-6, 8-16, 22-27, 36
13 North	8 West	1-36
13 North	7 West	1-36
13 North	6 West	1-36
13 North	5 West	1-36
13 North	4 West	1-36
13 North	3 West	1-36
13 North	2 West	1-36
13 North	1 West	1-36
13 North	1 East	1-20, 29-36
12 North	9 West	1
12 North	8 West	1-6, 8-16, 22-25
12 North	7 West	1-26, 30
12 North	6 West	1-23, 28-30
12 North	5 West	6, 7
12 North	1 East	1-6

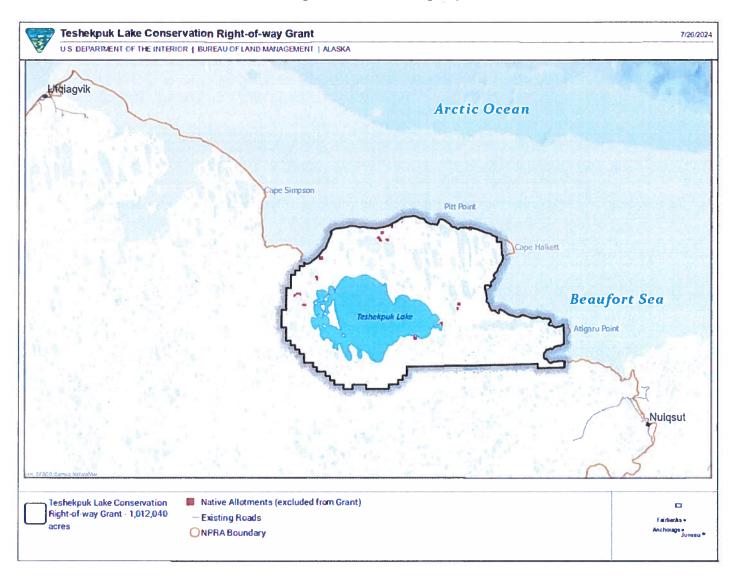


Exhibit B - Map of Protected Property