

**CLEAN WATER ACT
SECTION 319 NONPOINT SOURCE POLLUTION
CONTROL PROGRAM ASSESSMENT/PLANNING
PROJECT FINAL REPORT**

KINGSTON CANYON PROPERTY ACQUISITION

by

Utah Division of Wildlife Resources and Utah Division of Water Quality

February 24, 2010

This project was conducted in cooperation with the State of Utah and the United States Environmental Protection Agency, Region 8.

State (DEQ) Contract #08-1403
Grant # C9998187-07

EXECUTIVE SUMMARY

Project Title: Kingston Canyon Property Acquisition

Project Start Date: 10/01/2007

Project Completion Date: 09/30/2010

Funding:

Total Budget: \$1,480,000

Total EPA Grant: Cash \$340,920

Total Expenditure of EPA funds: \$340,920

Total Section 319 Match (UDWR restricted) Accrued: \$227,280

Budget Revisions: N/A

Other Funding:

Dingell Johnson Federal Aid: Cash \$198,600

Utah Division of Wildlife Resources Restricted: Cash \$613,200

Rocky Mountain Elk Foundation: Cash \$100,000

Total expenditures \$1,480,000

Summary Accomplishments:

Land Purchase: On August 3, 2009 a warranty deed (Appendix A) was filed with Piute County; completing the sale of five parcels of land (encompassing 2.1 miles of the East Fork of the Sevier River) to the Utah Division of Wildlife Resources. The purchase price was based on a reviewed appraisal. Additional funding sources were provided using Utah Division of Wildlife Resources Restricted dollars, NGO funding (viz., Rocky Mountain Elk Foundation), and funds granted to the Division of Wildlife Resources from the U.S. Fish and Wildlife Service (viz., Dingell Johnson Sportfish Restoration). These parcels were purchased to protect water quality, protect valuable wildlife species, improve wildlife habitat, and provide recreational opportunities for the public.

TABLE OF CONTENTS

| <u>Section</u> | <u>Page</u> |
|---|-------------|
| EXECUTIVE SUMMARY | i |
| INTRODUCTION..... | 1 |
| PROJECT GOALS, OBJECTIVES, AND ACTIVITIES..... | 3 |
| Planned and actual milestones and completion dates..... | 3 |
| Evaluation of goal achievement | 4 |
| MONITORING RESULTS | 4 |
| PUBLIC INVOLVEMENT AND COORDINATION..... | 5 |
| State agencies | 5 |
| Federal agencies | 5 |
| Local governments | 5 |
| Other sources of funds..... | 5 |
| FUTURE ACTIVITY RECOMMENDATIONS | 5 |
| LIST OF APPENDICES | 6 |

1.0 Introduction:

Location

This project (property purchase) is located in 10-digit Hydrologic Unit Code 1603000205 (Lower East Fork Sevier River). The property purchase is approximately 400 acres in 5 separate deeded parcels. It is located in Kingston Canyon along the East Fork Sevier River in Piute County, 8 miles east of Kingston town, Township 30 south, Range 2½ west, sections 23, 24, 25 and 26 (Appendix B).

The property is a narrow strip of land in the canyon bottom between Monroe Mountain on the north and Mt. Dutton on the south. The East Fork Sevier River flows for 2.1 miles through the property. The bottomlands are open grass meadows and pasture land with some sagebrush that turns to pinyon/juniper/sagebrush hillsides. Although the west half of the stream corridor has good woody riparian vegetation, the east half has little riparian vegetation. Approximately 10 acres are irrigated. State Highway 62 runs through the property.

Water quality

The East Fork of the Sevier is currently listed as having an Environmental Protection Agency (EPA)-approved TMDL for total phosphorus. Bank stabilization and nutrient management are seen as two ways to achieve targeted endpoints for total phosphorus in this system. This project ensures further stabilization of channel banks along 2.1 miles of the East Fork of the Sevier River and prevents grazing (other than that prescribed for proper vegetation management) on the purchased area. It is therefore anticipated that UDWR purchase of this property will aid in the achievement of water quality endpoints.

Wildlife species

This section of the East Fork of the Sevier provides habitat for several species of native fish including Bonneville cutthroat trout (*Oncorhynchus clarki utah*), southern leatherside (*Lepidomeda aliciae*), Utah chub (*Gila atraria*), mottled sculpin (*Cottus bairdi*), speckled dace (*Rhinichthys osculus*), mountain sucker (*Catostomus platyrhynchus*), and Utah sucker (*Catostomus ardens*). Nonnative species of fish present include brown trout (*Salmo trutta*), rainbow trout (*Oncorhynchus mykiss*), brook trout (*Salvelinus fontinalis*), and reidside shiner (*Richardsonius balteatus*). Brown trout are the most abundant sport fish in this section of the river. Sections of the river are managed as “basic yield” and “wild” fisheries. Some of the goals and objectives for the section of the river are to provide enough sport fish for a minimum catch rate of 0.5 fish per hour, fish of larger than average size, and a biomass of 100 pounds of trout per water acre or greater.

The property is a major elk migration corridor for animals moving from Monroe Mountain to winter ranges on Mt. Dutton and back in the spring. 300 or more elk spend time feeding in the valley bottom and hillsides in the winter and as they move through the area each fall and spring. The area also provides crucial winter habitat for mule deer and

supports chukars and wild turkeys. Raptors, including golden eagles and osprey are a common site on the property. The river provides feed and resting areas for many migrating waterfowl and some nesting occurs. Songbirds and many small mammals use the riparian zone.

Baseline surveys for actual population numbers of fish and wildlife species have not been completed on the property. However, the UDWR has trout and native fish population survey stations established approximately 2 miles downstream on the UDWR Kingston Canyon Wildlife Management Area. Random fish shocking surveys have been conducted on the property to assess the fishery.

On the adjacent UDWR Kingston WMA trout (brown, rainbow and cutthroat) populations range from a biomass of 55 pounds per acre up to 180 pounds per acre. An overall average on the WMA is 80 – 100 pounds biomass per acre. Several factors contribute to the large range difference. Habitat quality, stocking rates and natural events such as flash floods and low water flows during winter contribute to fluctuations to trout populations. Survey stations located in lower quality habitat in general have low biomass compared to stations with excellent habitat. Flash flooding and low stream flows with ice build-up in winter can cause all fish populations to decrease only to recover over the next two years to high numbers with better winter flow and ice conditions and no flash flooding. This section of stream can be a highly variable system for trout populations.

Based on observations and the random fish shocking surveys on the Neary property, the UDWR considers trout biomass to be at least as high on the Neary property where good habitat occurs as on the WMA. The Neary property has good quality fish habitat on the west half of the property with an estimated trout biomass of 80 – 100 pounds per acre. The east half of the Neary property has lower quality fish habitat and is estimated to be in the 50 pounds biomass per acre.

Native fishes (southern leatherside, Utah chub, mottled sculpin, speckled dace, mountain sucker and Utah sucker) numbers are consider abundant on the Neary property and are considered similar to those on the WMA. Southern leatherside is listed as a Tier II species of concern for the state of Utah and is the main focus of native fish surveys completed on the Kingston Canyon WMA. Four years of sampling data for native species again shows yearly fluctuations of numbers as well as between survey stations. However, the overall average number of southern leatherside per square meter of stream is stable and is about 25 fish per square meter of stream.

Baseline surveys for wildlife species such as mule deer, elk, waterfowl and songbirds have not been completed. It is known that 200-300 elk migrated through the property each fall and spring.

Habitat

A stream enhancement project that stabilized eroding stream banks, created in-stream fish habitat and planted woody riparian vegetation was completed in spring 2009 on the this

property. Approximately 3,400 feet of stream was improved at that time. This was the third stream enhancement project over three years that the UDWR has conducted on this property. Currently, one long high eroding stream bank along the west end of the purchased property remains in need of bank stabilization work. This bank is about 200 feet long and 10 feet high. Water flows are very slow in this area and the erosion rate is low. Within the next two years, UDWR will slope this bank, install protection structures, and plant woody riparian vegetation. Additionally, UDWR will continue to plant woody riparian vegetation (cottonwood, water birch, dogwood, willows and other species) along stream banks, especially on the east half of the property where riparian vegetation is minimal. Completion of these activities will be performed solely with UDWR funds or in partnership with Utah Division of Water Quality and will finalize restoration actions on this property. Currently, a project to repair fencing along the property boundary and prevent unauthorized grazing is planned for summer 2010.

Recreational use

Consumptive recreation opportunities now occurring on this parcel include angling, waterfowl hunting, and small game hunting. Although the small size of the property and its proximity to State Highway 62 may limit hunting opportunities within its boundary, the purchase provides a public access corridor to a large block of adjacent federal lands. Non-consumptive recreation opportunities on the property include bird watching, wildlife viewing, hiking and river floating.

2.0 Project goals and objectives:

Goals

- Maintain and promote aquatic and terrestrial wildlife use of the property.
- Protect and improve crucial aquatic and wildlife habitats, including improved water quality.
- Continue to develop low-impact public use and access.
- Inform and educate the public about the value of habitat protection and enhancement.

2.1 Planned and actual milestones, products, and completion dates

Infrastructure

- Maintain signs to show ownership and inform the public (ongoing).
- Maintain cabin, well, corral, barn, internal roads and the bridge crossing the river (ongoing).
- Maintain and construct fencing around property boundaries and riparian areas as needed (ongoing).
- Maintain irrigation diversion, ditches, and gated pipe (ongoing).
- Maintain and construct parking areas and walk through stiles for public access (ongoing).

Habitat management

- Maintain and improve aquatic habitat.
 - Maintain and restore the stream channel in a natural and stable dimension, pattern and profile (ongoing).
 - Continue to stabilize riverbanks and reduce erosion (2011 – 2012).
 - Continue to enhance fish habitat through installation of structures compatible with other objectives (2011 – 2012).
 - Continue to plant and promote growth of woody riparian vegetation. (Only minor stream bank protection and stabilization is needed in the future. The focus for stream banks is continued improvement of woody riparian vegetation, i.e., willow, cottonwood, dogwood, etc.) (ongoing).
 - Fence property boundary to prevent unauthorized grazing (summer 2010).
- Maintain and improve terrestrial habitat.
 - Continue planting willows, cottonwoods, chokecherry, water birch, golden currant, red osier dogwood, and box elder on the river banks (ongoing).
 - Irrigate meadows on an as needed basis (ongoing).
 - Improve winter browse vegetation and grasses for big game (2012 – 2013).
 - Control rabbitbrush (ongoing).
 - Use livestock grazing as a tool to improve and meet vegetation objectives (2011).
 - Noxious weed and vegetation management plan will be developed (2011).

2.2 Evaluation of goal achievement:

To date none of the goals have been achieved. Spring/summer 2010 will represent the onset of the first field (implementation) season for UDWR management of this property. Tasks described in the goals section of this report will be achieved according to the timeline outlined as funding allows. It is anticipated that goal completion will result in reduced total phosphorus levels in East Fork Sevier River. Regional UDWR biologists will work with regional Utah Division of Water Quality (UDWQ) personnel in the future to monitor total phosphorus improvements in this drainage.

3.0 Monitoring results:

Monitoring activities will begin in summer of 2010 with the onset of fish population sampling. Fish population evaluation will be conducted using a multiple pass depletion or single pass mark recapture method. All captured fish will be enumerated by species, weighed to the nearest gram, measured to the nearest millimeter, and released. Additional monitoring activities will include the use of photopoints to assess revegetation

Total phosphorus will be measured (collected and analyzed) in accordance with Environmental Monitoring and Assessment protocols either by regional UDWR or UDWQ personnel.

4.0 Public involvement and coordination:

4.1 State agencies

The UDWR (e.g., Wildlife Section, Aquatics Section, Habitat Section, Blue Ribbon Fisheries Advisory Council, and Habitat Council) was the primary state agency involved in the purchase of this property. Personnel and volunteers from the aforementioned sections and councils reviewed the proposed purchase, developed grant proposals, and engaged in landowner negotiations during the purchase process. Additionally, UDWQ personnel reviewed and facilitated the approval of a grant application submitted to EPA for use of Non-point Source (319) funds to assist purchasing the property.

4.2 Federal agencies

Federal agencies provided partial funding for the purchase of this property. The EPA provided funding for this project through their 319 Grant Program. Additionally, the U.S. Fish and Wildlife Service provided funding for this purchase through their Sportfish Restoration Grant Program. All grant proposals were reviewed by EPA and FWS personnel prior to funding approval. Granted amounts are outlined in the budget table included in the Executive Summary section of this document.

4.3 Local governments, industry, environmental, and other groups

After initial Division of Wildlife Resources and Rocky Mountain Elk Foundation (RMEF) negotiations with the landowner concluded, a reviewed appraisal of the property was developed. This appraisal was presented, with the purchase proposal, to the Piute County Commission. After commission review and approval, negotiations continued with the landowner regarding the terms of the fee title purchase. The purchase was finalized and recorded by Piute County on August 3, 2009.

4.4 Other sources of funds

Given the importance of this property to migrating elk populations, RMEF provided \$100,000 for the purchase of this property.

5.0 Future activity recommendations:

Opportunities to restore and protect water quality and wildlife habitat will continue to be pursued in the Sevier River drainage. This purchase represents one of many projects completed in this area designed to enhance or protect aquatic resources. Future efforts will build on the success of efforts pursued to date.

6.0 List of appendices:

Appendix A: Warranty Deed

Appendix B: Property map

Appendix A

Ent 107619 Bk 131 Pg 275
Date: 03-AUG-2009 3:51PM
Fee: \$20.00 Check
Filed By: RC
SHANE A. MILLETT, Recorder
PIUTE COUNTY CORPORATION
For: SECURITY TITLE CO

WARRANTY DEED

Robert M. Neary and Yvonne M. Neary, husband and wife, whose address is 3071 Swaps Dr., St. George, UT 84790, hereinafter called "**Grantor**," hereby warrants, sells, assigns, transfers, and conveys to the **State of Utah, Department of natural Resources, Division of Wildlife Resources**, a government entity whose address is 1594 W. North temple, Suite 2110, Box 146301, Salt Lake City, Utah 84114-6301, hereinafter called "**Grantee**," for TEN DOLLARS (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, in fee simple forever, the real property in Piute County, Utah, described as follows:

PARCEL 1 (324)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 2 (325)

THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 3 (329)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 4 (326)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2 1/2 WEST SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°22'50" EAST ALONG THE EAST LINE OF SAID SECTION 25, 2072.75 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 62, THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 48°04'34" WEST 264.39 FEET, NORTH 47°56'07" WEST 1431.16 FEET, AROUND A 1482.70 FOOT RADIUS CURVE TO THE LEFT 613.18 FEET (CHORD BEARS NORTH 59°46'58" WEST 608.82 FEET), AND NORTH 71°38'07" WEST 1024.76 FEET, THENCE NORTH 00°22'50" WEST LEAVING SAID RIGHT OF WAY LINE, 303.33 FEET TO THE NORTH LINE OF SAID SECTION 25, THENCE NORTH 89°54'12" EAST ALONG SAID NORTH LINE OF SECTION 25, 2746.10 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (327)

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

Together with the improvements, rights, privileges, easements, reversions, remainders, rents, royalties, issues, and profits which are appurtenant to or obtained from such real property, including, without limitation, all water, water rights, ditches, ditch rights, timber and timber rights, gravel rights and aggregate rights, and all right, title, and interest of the Grantor in the roads and travel ways adjoining or passing through such real property.

Reserving to Grantor all oil, gas and other hydrocarbon rights and mineral rights, provided however, that Grantor will have no surface occupancy or other surface rights

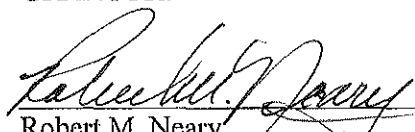
nor any rights of ingress to or egress from the real property, and any exploration or extraction of reserved minerals must take place from other surface estates and not impact the surface estate of the real property.

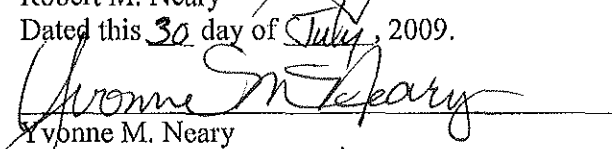
The Grantor covenants and warrants as follows:

1. That the Grantor owns the Property fee simple title to the real property and has the right to immediate possession of the real property;
2. That the Grantor has good right to convey the real property;
3. That the Grantor guarantees the Grantee and the Grantee's successors and assigns, the quiet possession of the real property;
4. That the real property is free from all liens, encumbrances, easements, restrictions, and burdens except for the following:
 - (a) The conditions and terms of the "1969 Farmland Assessment Act" as provided under Secs. 59-2-501 et seq., UCA 1953, for which Application for Assessment and Taxation of Agricultural Land has been filed, wherein there is a Five (5) year Roll-Back provision with regard to assessment and taxation, which becomes effective upon change of ownership or change of use of all or part of the eligible land.
 - (b) Reservations made in patents or in acts authorizing the issuance of patents; and
 - (c) Taxes and assessments which are not yet due and payable.
5. That the Grantor and the Grantor's heirs, and personal representatives, will forever warrant and defend the title to the real property in the Grantee, and the Grantee's successors and assigns, against all lawful claims whatsoever, except for persons who claim interests under the exceptions described above.

IN WITNESS WHEREOF, the Grantor has executed this deed on the dates set forth below.

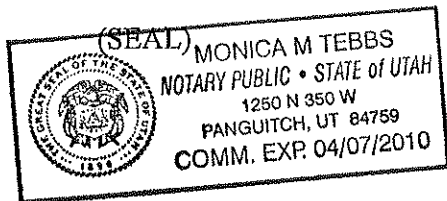
GRANTOR:


Robert M. Neary
Dated this 30 day of July, 2009.


Yvonne M. Neary
Dated this 30 day of July, 2009.

STATE OF UTAH)
County of Garfield) :ss

This instrument was acknowledged before me on 30 July, 2009, by
Robert M. Neary and by Yvonne M. Neary.



Monica M. Tebbs
Notary Public for the State of Utah
Residing at: Panguitch
My commission expires: 4-7-2010

18

WHEN RECORDED MAIL DEED AND TAX NOTICE TO:

Utah Department of Natural Resources,
Utah Division of Wildlife Resources
1594 West North Temple, Suite 2100
P.O. Box 146301
Salt Lake City, Utah 84114-6301

Ent 107620 Bk 131 Pg 278
Date: 03-AUG-2009 3:32PM
Fee: \$18.00 Check
Filed By: RC
SHANE A. MILLETT, Recorder
PIUTE COUNTY CORPORATION
For: SECURITY TITLE CO

Space Above This Line for Recorder's Use

WARRANTY DEED

State of Utah, Department of Natural Resources, Division of Wildlife Resources,
grantor(s), of the State of Utah, hereby

CONVEY and WARRANT to

State of Utah, Department of Natural Resources, Division of Wildlife Resources,
grantee(s) of the State of Utah, for the sum of

TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION

the following described tract of land in Piute County, State of Utah:

PARCEL 1 (324)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30
SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 2 (325)

THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;
SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 3 (329)

THE NORTHEAST QUARTER OF THE NOTHEAST QUARTER OF SECTION 26, TOWNSHIP 30
SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 4 (326)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2
1/2 WEST SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°22'50" EAST ALONG THE
EAST LINE OF SAID SECTION 25, 2072.75 FEET TO THE NORTH RIGHT OF WAY LINE OF
STATE HIGHWAY 62, THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING
COURSES: NORTH 48°04'34" WEST 264.39 FEET, NORTH 47°56'07" WEST 1431.16 FEET,
AROUND A 1482.70 FOOT RADIUS CURVE TO THE LEFT 613.18 FEET (CHORD BEARS NORTH
59°46'58" WEST 608.82 FEET), AND NORTH 71°38'07" WEST 1024.76 FEET, THENCE NORTH
00°22'50" WEST LEAVING SAID RIGHT OF WAY LINE, 303.33 FEET TO THE NORTH LINE OF
SAID SECTION 25, THENCE NORTH 89°54'12" EAST ALONG SAID NORTH LINE OF SECTION
25, 2746.10 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (327)

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH,
RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE
ROAD RIGHT OF WAY.

TOGETHER WITH all improvements and appurtenances thereunto belonging.

SUBJECT TO easements, rights of way, restrictions, and reservations of record and those
enforceable in law and equity.

NOTICE OF FEDERAL INTEREST

United States Fish and Wildlife Service

This property was acquired in part with grant funds provided by the U S. Department of the
Interior, Fish and Wildlife Service, pursuant to the Sport Fish Restoration Act, and will be
managed for the purpose of this grant, in accordance with applicable Federal and State law. This
property may not be encumbered, disposed of in any manner, or used for purposes inconsistent
with the Sport Fish Restoration Act without the prior written approval of the Regional Director,
U.S. Fish and Wildlife Service, Region 6, Denver, Colorado.

United States Environmental Protection Agency

The property described above was purchased by the Utah Division of Wildlife Resources for the
purpose of protecting and improving the East Fork of the Sevier River aquatic and riparian wildlife
habitat, as well as to improve water quality and provide angler and hunter access. Federal grant
funds from the United States Environmental Protection Agency have been used to purchase this
property. The federal share in this property by and through the Environmental Protection Agency
is Twenty-Three Percent (23%) of the original purchase price. The United States' interest in this

property by and through the Environmental Protection Agency is Twenty-Three Percent (23%) of the proceeds from any subsequent sale or the current fair market value of the property on the date of the transaction which removes the property from the use for which it was purchased. The grant regulations in effect at the time of this transaction and which govern the use and disposition of this property are at 40 C.F.R. §31.31 (7-1-06 Edition). A Federal interest to this effect and extent is hereby asserted.

WITNESS the hand(s) of said grantor(s) this 30 day of July, 2009.

State of Utah, Department of Natural Resources, Division of Wildlife Resources

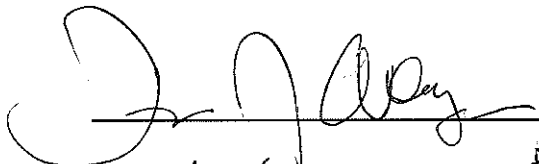
by:  **ACTING DIRECTOR**

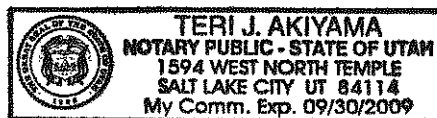
Alan Clark, Assistant Director of Utah Division of Wildlife Resources

NOTARY

State of Utah)
) ss
County of Salt Lake)

On the 30 day of July, 2009, personally appeared before me Alan Clark, who being first duly sworn said that he is the Assistant Director of the Division of Wildlife Resources for the State of Utah, that the foregoing instrument was executed pursuant to authority granted him by The Wildlife Resource Code of Utah (23-21-1), and he acknowledged to me that he executed the same.


My Commission Expires
September 30, 2009



BILL OF SALE

FOR VALUE RECEIVED, **Robert M. Neary and Yvonne M. Neary**, husband and wife, whose address is 3071 Swaps Dr., St. George, UT 84790 (referred to in this bill of sale as the "Seller"), hereby sells, assigns, grants, transfers and conveys to the **State of Utah, Department of natural Resources, Division of Wildlife Resources**, a government entity whose address is 1594 W. North temple, Suite 2110, Box 146301, Salt Lake City, Utah 84114-6301 (referred to in this bill of sale as the "Buyer") all of the Seller's right, title and interest in and to the all personal property located on or associated with the Kingston Canyon Ranch as follows:

Buried 1200 gallon tank, barn, well and pump, Purchelle flume, all buried irrigation pipe and diversions, ditches, all fences, fixed corrals and loading chutes, access bridge, and river stabilization and enhancement improvements.

Fifteen (15) Shares of Kingston Irrigation Company stock, said shares to include all shares of Kingston Irrigation Company stock presently applied on the Property

The Kingston Canyon Ranch consists of the real property located in Piute County, Utah, described as follows:

PARCEL 1 (324)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 2 (325)

THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 3 (329)

THE NORTHEAST QUARTER OF THE NOTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

PARCEL 4 (326)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2 1/2 WEST SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°22'50" EAST ALONG THE EAST LINE OF SAID SECTION 25, 2072.75 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 62, THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 48°04'34" WEST 264.39 FEET, NORTH 47°56'07" WEST 1431.16 FEET, AROUND A 1482.70 FOOT RADIUS CURVE TO THE LEFT 613.18 FEET (CHORD BEARS NORTH 59°46'58" WEST 608.82 FEET), AND NORTH 71°38'07" WEST 1024.76 FEET, THENCE NORTH 00°22'50" WEST LEAVING SAID RIGHT OF WAY LINE, 303.33 FEET TO THE NORTH LINE

OF SAID SECTION 25, THENCE NORTH 89°54'12" EAST ALONG SAID NORTH LINE OF SECTION 25, 2746.10 FEET TO THE POINT OF BEGINNING.

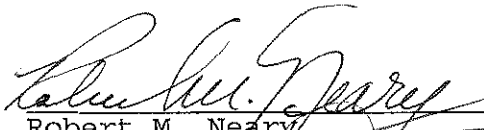
PARCEL 5 (327)

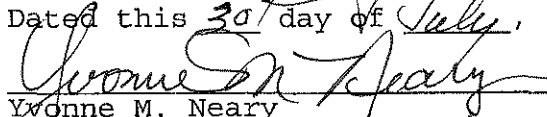
THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

The Seller covenants (a) that it is the owner of the personal property described above (referred to in this bill of sale as the "Personal Property"), (b) that the Personal Property is free from all liens and encumbrances, (c) that it has the right and power to sell and transfer the Personal Property to the Buyer, (d) that it will, at the request of the Buyer, execute or obtain any reasonable further assurance of the Buyer's ownership of the Personal Property, and (e) that it will forever warrant and defend the Buyer's title to the Property against all persons.

In Witness Whereof, the following Sellers execute this Bill of Sale on the dates set forth below.


Robert M. Neary
Dated this 30 day of July, 2009.


Yvonne M. Neary
Dated this 30 day of July, 2009.

FILE COPY

SUBBERS

726

INCORPORATED UNDER THE LAWS OF UTAH

SUBBERS

15

KINGSTON IRRIGATION WATER COMPANY

CAPITAL STOCK \$34,350.00

1145 SHARES

This Certifies that

Robert M & Lucerne M. Neacy

is the owner of

15

Shares of the Capital Stock of

KINGSTON IRRIGATION WATER COMPANY

and under the authority of the Board of Directors of the Corporation by the holder hereof in person or by attorney or any number of his legitimate property authorized.

IN WITNESS WHEREOF the said Corporation has caused this Certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed

this 26

day of

Aug

1900

SHARES
\$30.00 EACH

SECRETARY
PRESIDENT

Robert M. Neacy
Lucerne M. Neacy



CERTIFICATE

15

SHARES

Capital Stock

Kingslan Irrigation
Water Company

ISSUED TO

Robert M. & George M. Henry

DATED

26 Aug 2000

For Value Received, _____ hereby sell, assign, and transfer
unto _____

_____ Shares
of the Capital Stock represented by the within
Certificate, and do hereby irrevocably constitute and appoint
to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises.

Dated _____ 19____

In presence of _____

Robert M. & George M. Henry

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT
MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE
FACE OF THE CERTIFICATE. IN EVERY PARTICULAR, WITHOUT
ALTERATION OR ENLARGEMENT OR ANY CHANGE, WHATEVER.



OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police

power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

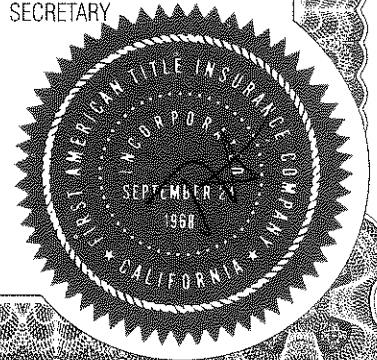
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

BY  PRESIDENT

ATTEST  SECRETARY



1002024-0071017



OF GARFIELD COUNTY

P. O. BOX 177 • 15 NORTH MAIN • PANGUITCH, UT 84759
(435) 676-8808 • FAX (435) 676-2421

Agent for

First American Title Insurance Company

OWNER'S TITLE INSURANCE POLICY

Schedule A

File Number **00018797**

Policy Number: **1002024-0071017-38**

Date of Policy: **AUGUST 3, 2009 at 3:31 pm**

Amount of Insurance **\$1,477,000.00**

Premium: **\$2777.00**

1. Name of Insured:

**STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
WILDLIFE RESOURCES**

2. The estate or interest in the land that is insured by this Policy is:

3. Title to the estate or interest in the land is vested in:

**STATE OF UTAH, DEPARTMENT OF NATURAL RESOURCES, DIVISION OF
WILDLIFE RESOURCES**

4. The land referred to in this Policy is situated in the State of Utah, County of **Piute** and is described as follows:

See Exhibit A attached hereto and made a part hereof.

OWNER'S TITLE INSURANCE POLICY

SCHEDULE B

File Number: 00018797

Policy No. 1002024-0071017-38

This Policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The Lien of real Estate Taxes or assessments imposed on the title by a governmental authority that are not shown as existing Liens in the Records of any taxing authority that levies taxes or assessments on real property or in the Public Records.
2. Any Facts, Rights, Interests or Claims that are not shown in the Public Records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Easements, Claims of easements or encumbrances that are not shown in the Public Records.
4. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the title including discrepancies, conflicts in boundary line, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the Public Records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records..
7. Claim, right, title or interest to water or water rights whether or not shown by the Public Records
8. Taxes for the year 2009 now a lien, not yet due.

This policy is invalid unless the insuring provisions and Schedules A and B are attached.

Exhibit A

PARCEL 1 (324)

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL 2 (325)

THE NORTH HALF OF THE SOUTHEAST QUARTER; THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER; SECTION 23, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL 3 (329)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL 4 (326)

BEGINNING AT THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2 1/2 WEST SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°22'50" EAST ALONG THE EAST LINE OF SAID SECTION 25, 2072.75 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 62, THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 48°04'34" WEST 264.39 FEET, NORTH 47°56'07" WEST 1431.16 FEET, AROUND A 1482.70 FOOT RADIUS CURVE TO THE LEFT 613.18 FEET (CHORD BEARS NORTH 59°46'58" WEST 608.82 FEET), AND NORTH 71°38'07" WEST 1024.76 FEET, THENCE NORTH 00°22'50" WEST LEAVING SAID RIGHT OF WAY LINE, 303.33 FEET TO THE NORTH LINE OF SAID SECTION 25, THENCE NORTH 89°54'12" EAST ALONG SAID NORTH LINE OF SECTION 25, 2746.10 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

PARCEL 5 (327)

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 30 SOUTH, RANGE 2.5 WEST, SALT LAKE BASE AND MERIDIAN

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE STATE ROAD RIGHT OF WAY.

EXCEPTING THEREFROM all coal, oil, gas and/or other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and/or removing the same.

rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.

POLICY OF TITLE INSURANCE

Appendix B

Map 1. Location of Robert Neary property in Kingston Canyon, Piute County, Utah.

