
FREMONT ISLAND

PROPERTY MANAGEMENT PLAN



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

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FREMONT ISLAND
PROPERTY MANAGEMENT PLAN

by

Marisa Weinberg

May 3, 2023

A capstone report submitted in partial
fulfillment of the requirements for the degree

of

MASTER OF NATURAL RESOURCES

Committee Members:

Chris Luecke, Chair

Erin Rivers

Melanie Conrad

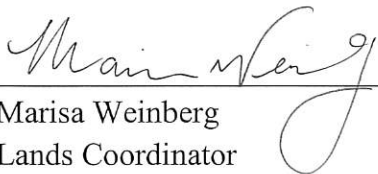
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APPROVALS


As principal author, the Fremont Island Property Management Plan was prepared using sound ecological principles, the collaborative expertise of others, comprehensive historical research, as well as guiding mandates of the Utah Code, Administrative Rule, and Conservation Easement, in adherence to the Division of Forestry, Fire and State Lands' mission.



Marisa Weinberg
Lands Coordinator


05/03/2023
Date

The Fremont Island Property Management Plan meets the guidelines established in Utah State Law and Administrative Rules and is consistent with the mission and vision of the Division of Forestry, Fire and State Lands. The Sovereign Lands Program Administrator and Division Planner advocate for approval of the Fremont Island Property Management Plan in its entirety and acknowledge that management activities described within will be implemented as recommended.



Ben Stireman
Sovereign Lands Program Administrator

5-3-23
Date



Briane Emery
Division Planner

5/3/23
Date

The Fremont Island Property Management Plan represents the management direction that the Division of Forestry, Fire and State Lands will take for the subject property. The process was open and collaborative. The recommendations are consistent with the Division's mission and legislative mandates. In consideration of the foregoing, I approve the Fremont Island Property Management Plan and sanction the implementation of the management actions contained herein upon my signature.



Jamie Barnes
Director, Division of Forestry, Fire and State Lands

5-3-2023
Date

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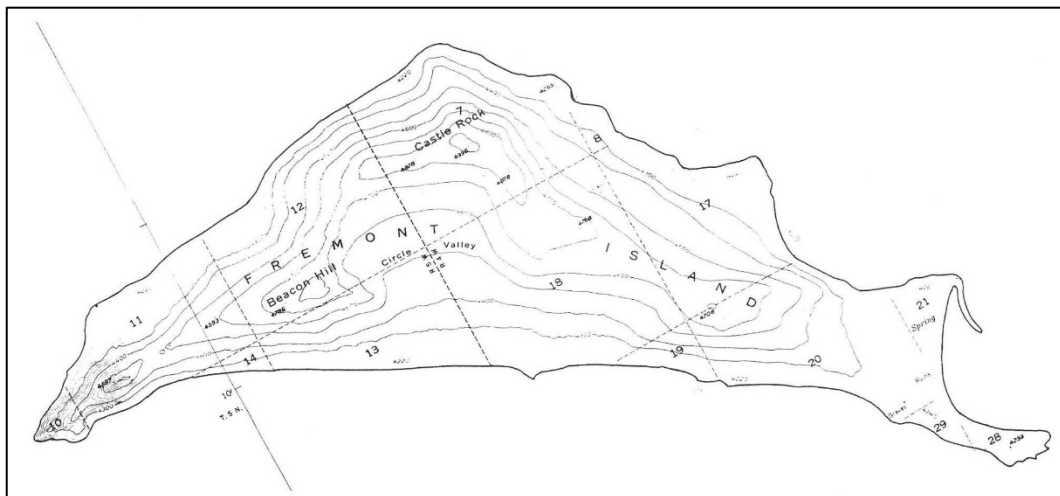


FIGURE 1 | 1955 Topographical Map of Fremont Island. Credit: USGS.

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ABBREVIATIONS

| | | | |
|--------------|--|-----------------|--|
| AISP | Antelope Island State Park | MOU | Memorandum of Understanding |
| BLM | Bureau of Land Management | NPS | National Park Service |
| BRMBR | Bear River Migratory Bird Refuge | NRCS | Natural Resources Conservation Service |
| CMP | Comprehensive Management Plan | NRHP | National Register of Historic Places |
| DEQ | Department of Environmental Quality | | |
| DNR | Department of Natural Resources | NUCWMA | Northern Utah Cooperative Weed Management Area |
| DOG M | Division of Oil, Gas and Mining | NWB | Northwestern Band of the Shoshone |
| DOR | Division of Outdoor Recreation | NWI | National Wetlands Inventory |
| DSP | Division of State Parks | PMP | Property Management Plan |
| DSPR | Division of State Parks and Recreation | SHPO | Utah State Historic Preservation Office |
| DWQ | Division of Water Quality | SITLA | School and Institutional Trust Lands Administration |
| DWR | Division of Wildlife Resources | SWReGAP | Southwest Regional Gap Analysis Project |
| DWRe | Division of Water Resources | TNC | The Nature Conservancy |
| DWRi | Division of Water Rights | UDOT DOA | Utah Department of Transportation, Division of Aeronautics |
| FAA | Federal Aviation Administration | UGS | Utah Geological Survey |
| FFSL | Division of Forestry, Fire and State Lands | USACE | United States Army Corps of Engineers |
| FOGSL | Friends of Great Salt Lake | USFWS | United States Fish and Wildlife Service |
| GSL | Great Salt Lake | USGS | United States Geological Survey |

INTRODUCTION AND BACKGROUND

HISTORY OF FREMONT ISLAND

Fremont Island is the third-largest island on Great Salt Lake (“GSL”) in Utah. The 2,943-acre property is located in the east-central portion of the lake and measures approximately six miles long and two miles wide (Figure 5). The three highest points on the island are Castle Rock, Beacon Hill, and David E. Miller Hill, which form Circle Valley in their center (Figure 6). Kate’s Point, Argo Point, Carson Point, and Miller Point define the geographical capes of the island (Bowen, 2020). Legally, Fremont Island lies within Weber County and the boundary of Hooper City (Table 1). Spatially, the island is separated from municipalities along the Wasatch Front by the bed of GSL. Fremont Island has been occupied and owned by a number of different interests throughout its history.

| | |
|------------------------------|---------------------------------|
| Township 5N, Range 4W | Sections 7, 17, 18, and 20 |
| Township 5N, Range 5W | Sections 10, 11, 12, 13, and 14 |

TABLE 1 | Legal description of Fremont Island.

Tribal peoples utilized the lake’s wetland resources for approximately 13,000 years and, specifically, knew Fremont Island well (TNC, 2020). During the last few hundred years, the Shoshone, Goshute, Ute, and Paiute Tribes lived within and around the Great Basin and explored the GSL ecosystem. Archaeological findings suggest that Native Americans regularly visited the island to hunt and forage (Cannon, 2021). A variety of native GSL plants, for example, were harvested for utility and cultural practice (Pacheco, 2021). Native Americans appear to have never lived permanently on Fremont Island despite frequent visitation and extensive resource use.

John C. Fremont, Kit Carson, Charles Preuss, Baptiste Bernier, and Basil Lajeunesse were the first white explorers to conduct a scientific survey of GSL (Wenner, 1965). The group’s India-rubber boat traveled from the mouth of the Weber River to Fremont Island on September 9, 1843. Fremont surveyed the island to

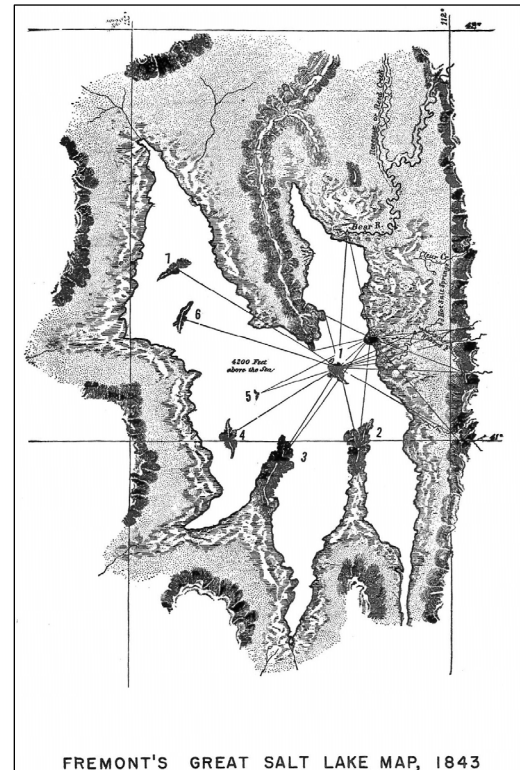


FIGURE 2 | John C. Fremont’s map of Great Salt Lake, drawn from the summit of Fremont Island during an 1843 expedition. Credit: Bob Richards.

create a map of GSL and scout potential game species (Figure 2). However, he found “nothing of any great importance” and dubbed the land “Disappointment Island” (Schindler, 1998). In the same expedition, Kit Carson carved a cross under a shelving rock at the summit (Figure 4). Fremont Island gained its official name when Howard Stansbury surveyed the land in 1850 (Schindler, 1998).

In the years between 1850 and 1869, the most notable event at Fremont Island encircled Jean Baptiste, an infamous grave digger. Baptiste was banished to Fremont Island as punishment for his crimes, but promptly disappeared and was never found. Henry Miller also visited frequently to graze a large herd of sheep during these years. Miller developed the only freshwater spring on the southeastern tip of the island (Bowen, 2020).

Portions of Fremont Island were granted to the Union Pacific Railroad in 1869, as part of the Pacific Railway Act, which prompted the construction of the nation’s first Transcontinental Railroad. Precious metal prospectors surveyed for copper, silver, lead, and gold, though a mining operation was never patented (Wenner, 1965). Prospectors removed and shipped a small amount of slate to be used for roofing, leaving behind two slate mines on the island during 1875 (Cannon, 2021; *Deseret News*, “Slate” December 1, 1875).

Judge Uriah and Kate Wenner purchased Fremont Island from the Union Pacific Railroad in 1886 and became its first private owners. Uriah Wenner moved his family to the island in his battle against tuberculosis, hoping that the salty air would act as a cure. Four years later in 1891,

Uriah passed away and was buried close to the south shore (Bowen, 2020). Kate Wenner and their two children left for the mainland soon after. During this time, Fremont Island was leased to Arnold and Orville Stoddard to use for sheep grazing (Cannon, 2021). When Kate died in 1942, her ashes were buried next to her husband’s (Figure 3). The Wenner family maintained ownership of Fremont Island until 1960.



FIGURE 3 | Grave site of Uriah and Kate Wenner on Fremont Island.
Credit: Utah Historical Society.

The Richards family took ownership of Fremont Island in 1960 with the goal to develop the property for recreation. The island was leased to additional sheep herders and opened to brine shrimp operators for use during their harvest season. Barrow Land and Livestock Company was also granted a lease to bring exotic species to Fremont Island for private hunting purposes (Bowen, 2020). In 2018, when plans for recreational development did not come to fruition, the Richards family sold Fremont Island.

G&G Island LLC became the new owners of Fremont Island in 2018. The group shared similar goals with the Richards family to develop a community of homes and recreational infrastructure on the island (Bowen, 2020). However, inhospitable conditions on GSL and difficulty with development logistics led the group to sell the property two years later in 2020. G&G Island LLC sought a conservation buyer.

The Palladium Foundation, on behalf of The Nature Conservancy (“TNC”), purchased Fremont Island and donated the land to the Utah Division of Forestry, Fire and State Lands (“FFSL”) in late 2020. The donation signified the island becoming publicly accessible for the first time in over 100 years. In addition, TNC holds a conservation easement encumbering Fremont Island that will prevent future development and guide FFSL in its land management efforts. Fremont Island is now a public resource to be conserved as open space.



FIGURE 4 | Kit Carson’s Cross. Credit: Spenser Heaps/Deseret News.

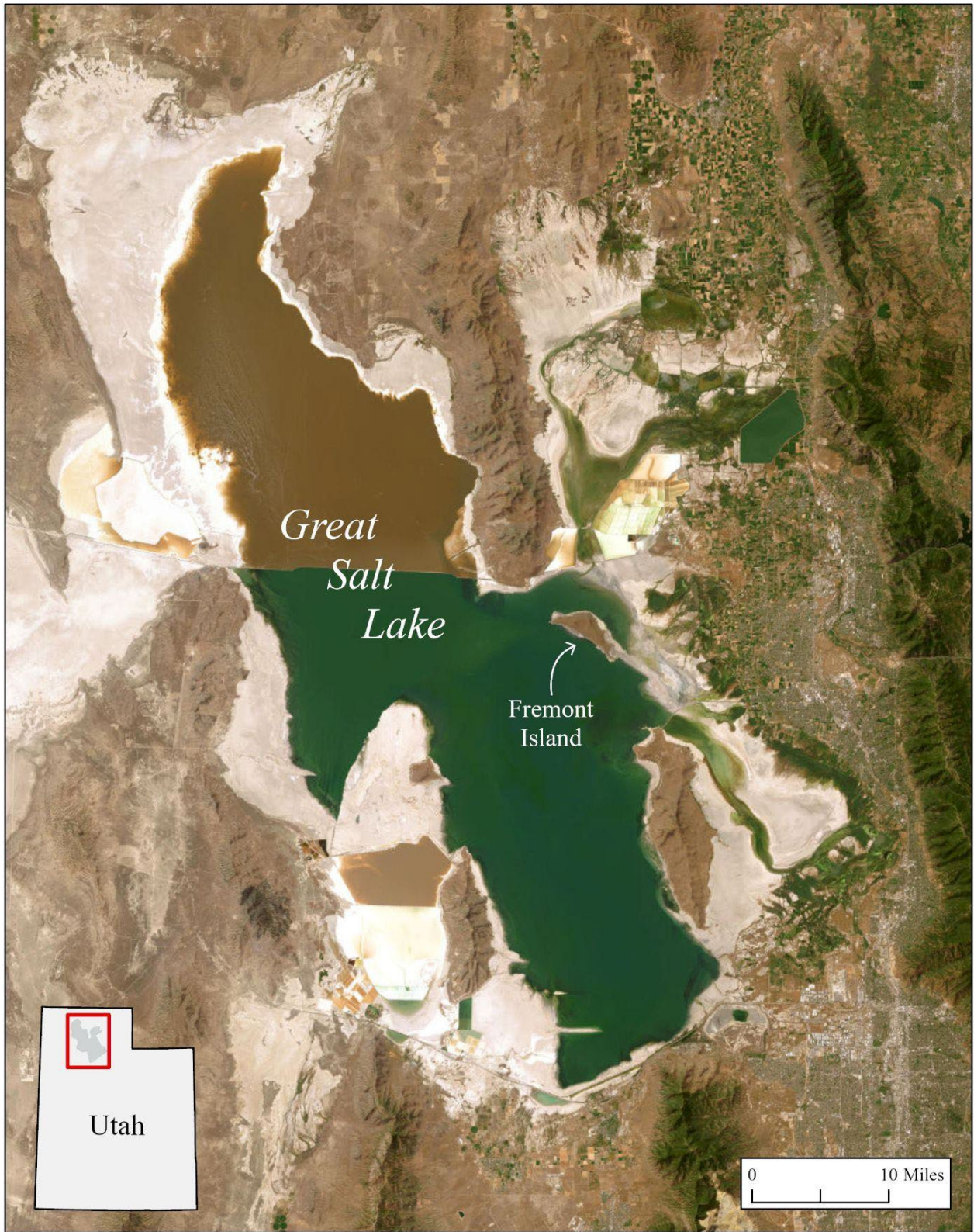


FIGURE 5 | Location of Fremont Island on Great Salt Lake.

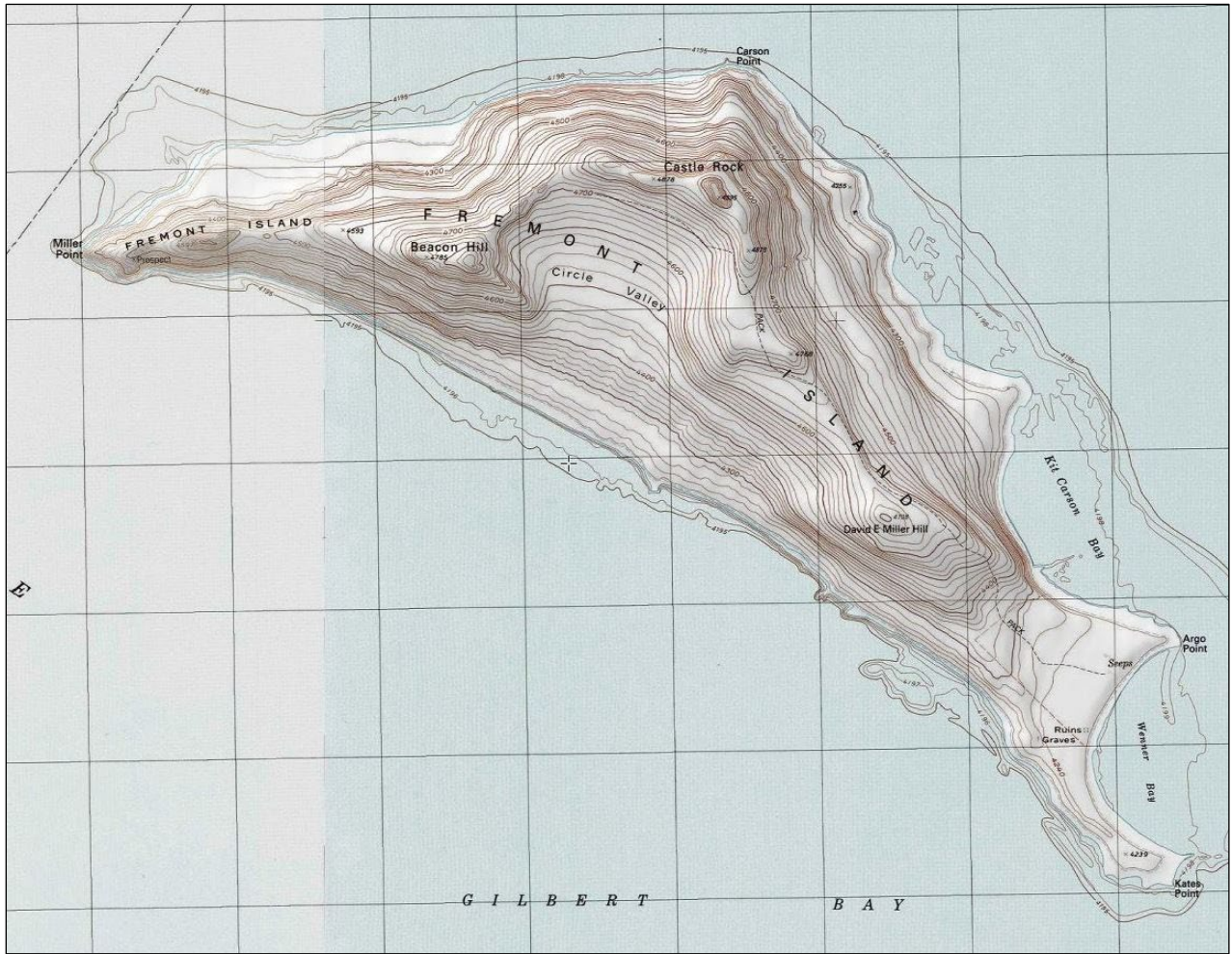


FIGURE 6 | Topographical map of Fremont Island, detailing David E. Miller Hill, Castle Rock, and Beacon Hill. Credit: USGS.

MANAGEMENT AND OWNERSHIP

Sovereign Lands, State Lands, & The Public Trust Doctrine

Utah’s sovereign lands are those lands lying below the ordinary high water mark of navigable bodies of water at the date of Statehood and owned by the state by virtue of its sovereignty (Utah Code §65A-1-1(6)). Under Utah Code §65A-10-1, FFSL has management authority over all sovereign lands in the State of Utah. The state acquired fee title to sovereign lands under the Equal Footing Doctrine of the United States Constitution, which granted each state entering the Union after 1798 “equal footing” with the original 13 colonies. The United States held lands under navigable waters in the territories in trust for future states. By contrast, FFSL owns additional state lands which are not sovereign lands, or were not navigable bodies of water at the time of statehood. The bed of GSL is sovereign land, while Fremont Island is considered a parcel of state land and is not sovereign land.

Sovereign lands, including those of GSL, are managed pursuant to the Public Trust Doctrine. Under this doctrine, the state is the trustee of sovereign land and the public is the beneficiary. Public health, interest, safety, and welfare require that navigable waters are regulated for navigation, fish and wildlife habitat, aquatic beauty, public recreation, and water quality. Public Trust values may also include conservation and preservation. The flexibility of the Public Trust doctrine accommodates changing demands for Public Trust resources. FFSL must strive for an appropriate balance among compatible and competing uses against navigational and economic necessity – there is no hierarchy of use. The state lands FFSL owns and manages, while not sovereign, are managed under similar principles.

State of Utah Code and Administrative Rule

The Utah State Legislature designated FFSL as the executive authority for management of sovereign lands under Utah Code Title 65A. The Utah Administrative Code is an official publication of the Office of Administrative Rules under the Department of Government Operations. FFSL implements Utah Code by engaging in agency rulemaking under the Utah Administrative Rulemaking Act. Current agency rules are coded under R652.

FFSL administers state lands in a manner that will best meet the present and future needs of the people of Utah under comprehensive land management programs and multiple-use sustained yield principles (Utah Code §65A-1-1). Additionally, FFSL develops planning procedures for natural and cultural resources on state lands (Utah Code §65A-2-2). The Fremont Island Property Management Plan (“PMP”) is constructed and implemented based on FFSL management objectives as they align with TNC’s conservation easement.

The Nature Conservancy Conservation Easement

The Nature Conservancy is a non-profit organization dedicated to conserving land to protect global biodiversity. A TNC goal is to establish “healthy lands” by “restor[ing] and improv[ing] management of working lands” (TNC, 2022). Pursuant to Utah Code Title 57, Chapter 18, a conservation easement was signed when the Palladium Foundation, on behalf of TNC, purchased Fremont Island from G&G Island LLC in November 2020. The land purchase and donation to FFSL as the management authority aligns with TNC’s central tenets. The conservation easement serves to preserve and protect in perpetuity all ecological, cultural, and societal resources (“Conservation Values”) contained within the property. Fremont Island conservation values are important to TNC, FFSL, and the people of Utah. The conservation easement therefore yields a significant public benefit (TNC, 2020).

FFSL’s management objectives on Fremont Island are subject to terms outlined in the conservation easement (Appendix A). Proposed uses that are inconsistent with or adversely impact the conservation easement and conservation values outlined are prohibited. Impactful activities include, but are not limited to, agricultural use, industrial activity, building and road construction, surface alteration, and introduction of invasive species (see comprehensive list in Appendix A). FFSL must communicate with and gain approval from TNC prior to taking any potentially impactful management action. TNC representatives assess proposed management actions for adherence to the conservation easement prior to approval. The conservation easement ensures that Fremont Island will remain open space under FFSL’s management.

STAKEHOLDERS

State

As a state-owned resource, Fremont Island involves Utah governmental and non-governmental stakeholders. Pertinent divisions within the Utah Department of Natural Resources (“DNR”) include the Division of Forestry, Fire and State Lands, Utah Geological Survey (“UGS”), Division of Outdoor Recreation (“DOR”) and State Parks (“DSP”), Division of Water Resources (“DWRe”), and Division of Wildlife Resources (“DWR”). Each Division oversees different resources on GSL and Fremont Island. For example, DWR manages wildlife in and around the lake, including brine shrimp. DWRe plans for water use and conducts water studies. DSP owns and manages Antelope Island State Park (“AISP”), to the south of Fremont Island. Outside of DNR, the Division of Water Quality (“DWQ”), protects the quality of water by implementing environmental laws. The Utah State Historic Preservation Office (“SHPO”) advises and assists in archaeological and cultural resource protection and management. The Utah Department of Transportation, Division of Aeronautics (“UDOT DOA”) maintains two backcountry airstrips on the island (Appendix C). Additionally, non-governmental state-level stakeholders include the Utah Backcountry Pilots Association, Hooper City, Weber County, Davis County Public Works, the University of Utah, and Davis, Weber, and Box Elder County Weed Management.

Federal

Federal involvement in Fremont Island management primarily concerns Department of the Interior. The United States Geological Survey (“USGS”) collects and analyzes water data for GSL. The United States Fish and Wildlife Service (“USFWS”) oversees the Bear River Migratory Bird Refuge (“BRMBR”) to the north of Fremont Island. The Bureau of Land Management manages Stansbury Island to the south. While the BRMBR and Stansbury Island are geographically separate, the GSL land ownership mosaic is an important consideration when developing land management practice on Fremont Island. Further, the United States Army Corps of Engineers (“USACE”) within the Department of Defense holds regulatory jurisdiction over Fremont Island wetlands.

Tribal

The state aims to engage the Shoshone, Goshute, Ute, and Paiute Tribes in Fremont Island management planning. The Northwestern Band of the Shoshone (“NWB”) partners in cultural resource guidance and protection. Additionally, NWB offers the *Shoshone Plants of Antelope Island* to enlighten Tribal uses of GSL flora (Appendix D).

Non-profit

Non-profit organizations serve to enhance the ecological values of the lake, and specifically, Fremont Island. FFSL actively works with TNC, The Audubon Society, and Friends of Great Salt Lake (“FOGSL”) to inform management decisions. TNC holds lands in and around the lake for conservation purposes. Audubon implements programs to preserve and protect the lake’s bird species. Additionally, TNC and Audubon lead the GSL Watershed Enhancement Trust that aims to enhance water quantity and quality for GSL and its wetlands. Lastly, FOGSL prioritizes education, research, and advocacy to increase public awareness of the GSL ecosystem.

ADJACENT LAND

Adjacent Landowners

Fremont Island is surrounded by GSL sovereign lands, owned by the state and under FFSL management. Antelope Island State Park to the south is also owned by the state, but under the management of the Division of State Parks. Visiting Fremont Island can involve accessing AISP first. Other state, private, and non-profit entities own and occupy parcels above the GSL meander line on the eastern shore, though, sovereign lands keep Fremont Island geographically isolated.

Adjacent Land Management Plans

Pursuant to Utah Code §65A-10-8, a GSL comprehensive management plan (“CMP”) is prepared to guide FFSL in management practice on the lake. The 2013 CMP is the current management document for GSL sovereign lands surrounding Fremont Island. The document addresses management strategies for fluctuating lake levels, allowing FFSL to effectively mitigate resource impacts. Management goals were structured around policies and legislation relevant to GSL.

DIVISION OF FORESTRY, FIRE AND STATE LANDS PERMITTING AND LEASING PROCESSES

The Division of Forestry, Fire and State Lands issues permits and leases depending on the nature of the proposed use. For example, access for commercial photography requires a right of entry permit (Utah Admin. Code R652-41), while construction of a pipeline requires an easement (Utah Admin. Code R652-40). The permitting or leasing process is initiated with an application and a respective application fee, as outlined in the FFSL fee schedule (Utah Admin. Code R652-4-200). The proposed use is assessed for compliance with FFSL management objectives and is granted permission via issuance of a permit or lease. While Public Trust values are typically associated with navigable bodies of water, these values are considered in management decisions on FFSL-managed state lands such as Fremont Island. The same permitting and leasing processes apply.

PROPERTY MANAGEMENT PLAN GOALS

The Fremont Island Property Management Plan fulfills the essential function of defining conservation-oriented management practices. Present and future land managers with FFSL will turn to the PMP as a guide for resource use and protection, as well as to determine allowable activities. FFSL and associated stakeholders will continue to gain a better understanding of Fremont Island and its role in the overarching GSL ecosystem. The following comprise the general goals that the PMP aims to achieve:

1. Identify and define FFSL management goals and objectives for Fremont Island.
2. Assess the current and known conditions of ecosystem, water, geological, mineral, cultural, and community resources on Fremont Island.
3. Describe existing uses of Fremont Island and appropriate future uses that are consistent with TNC's conservation easement, Public Trust values, and multiple-use sustained yield principles.
4. Identify current and future partnership opportunities with State, Federal, Tribal, and Non-profit partners.

CURRENT CONDITIONS

LAND USE

Historic Uses

Fremont Island has remained open space for the majority of its known history. Native American inhabitants of the GSL ecosystem utilized island resources, but never established permanent dwellings. John C. Fremont and fellow explorers were disappointed by its lack of abundant resources. By contrast, Henry Miller saw Fremont Island as an opportunity to graze sheep. The

island’s natural protection from predators and wealth of grasses suited a grazing operation well (Bowen, 2020). The absence of plentiful fresh water on Fremont Island, however, diminished the viability of maintaining a sheep herd. Miller removed his sheep from the island as a result. During these years, Fremont Island was additionally explored for precious metals, though a mining operation was never established.

Uriah and Kate Wenner, as well as their two children, were the only known long-term human inhabitants of Fremont Island. The Wenner family built a small home from stone and harvested resources for sustenance while they owned the island from 1886 to 1960. Uriah and Kate Wenner are both buried on the southern tip of Fremont Island. After Kate’s death, the island was leased to Arnold and Orville Stoddard for additional sheep grazing.

The Richards Family leased Fremont Island to Barrow Land and Livestock in 2003, during their years of Fremont Island ownership (Figure 7). Justin Barrow brought numerous exotic species to the island to establish a private hunting operation (Bowen, 2020). The introduction of non-native species became problematic, though, and Barrow was forced



FIGURE 7 | Newspaper article detailing Barrow Land and Livestock's private hunting plans. Credit: Bob Richards.

to remove his animals (see *Wildlife*, p. 21). The Richards Family also leased Fremont Island to brine shrimp operators in the early 2000s (Bowen, 2020). The island became a crucial stop-over for operators to gather brine shrimp cysts from GSL.

The Richards Family and G&G Island, LLC, successive owners of Fremont Island, both had plans to develop the island. The scale of development that these island owners had aspired to achieve was unfeasible given Fremont Island’s geographic isolation. G&G Island, LLC had additional plans to host concerts, off-road racing, horseback riding, camping, and shooting (Bowen, 2020). The Nature Conservancy’s purchase and donation of the island to FFSL in 2020 secured its use as open space in perpetuity.

Current Uses

In 2020, Fremont Island left private ownership for the first time since the 1860s. Unlike neighboring state lands used for recreation, such as Antelope Island, TNC’s conservation easement ensures that Fremont Island will remain protected open space. The conservation easement effectively prevents future development and other private uses of the property (see *TNC Conservation Easement*, Appendix A). However, the island is still used for recreational purposes. Visitors may travel around the island on non-motorized bicycles or on foot. Camping is not allowed. Utah Code §65A-3-1 and Utah Administrative Rule R652-70-1900 restrict motorized vehicle use and camping on sovereign lands. FFSL manages Fremont Island state lands under the same policy and rule.

Small aircraft landing is a common use of Fremont Island given the property’s proximity to multiple airports. The island contains two backcountry airstrips maintained by UDOT DOA under a Memorandum of Understanding (“MOU”) with FFSL. UDOT DOA manages state-wide aviation and ninety backcountry airstrips with historical value. Pilots must operate per Federal Aviation Administration (“FAA”) regulations, but may land on the island airstrips as outlined in the UDOT MOU (Appendix B). Aircraft do not fall under the same motorized vehicles



FIGURE 8 | University of Utah weather monitoring station on David E. Miller Hill.

restrictions as Utah Administrative Rule R652-70-1900, per motorized vehicle definitions outlined in Utah Code §41-6A-1.

In 2015, the University of Utah Department of Atmospheric Sciences placed a weather monitoring station at the top of David E. Miller Hill. The weather station is composed of a metal tripod, battery, and solar panel for power (Figure 8). University staff are required to visit the Fremont Island station once per year to make necessary repairs. Currently, they utilize small aircraft to access David E. Miller Hill most effectively. The Fremont Island station sends real-time weather data to the University’s MesoWest database for public use (Figure 9). The National Weather Service often uses MesoWest data to detect incoming Wasatch Front weather. The data also allows brine shrimp operators to track temperature, pressure, precipitation, and relative humidity for their annual harvest.

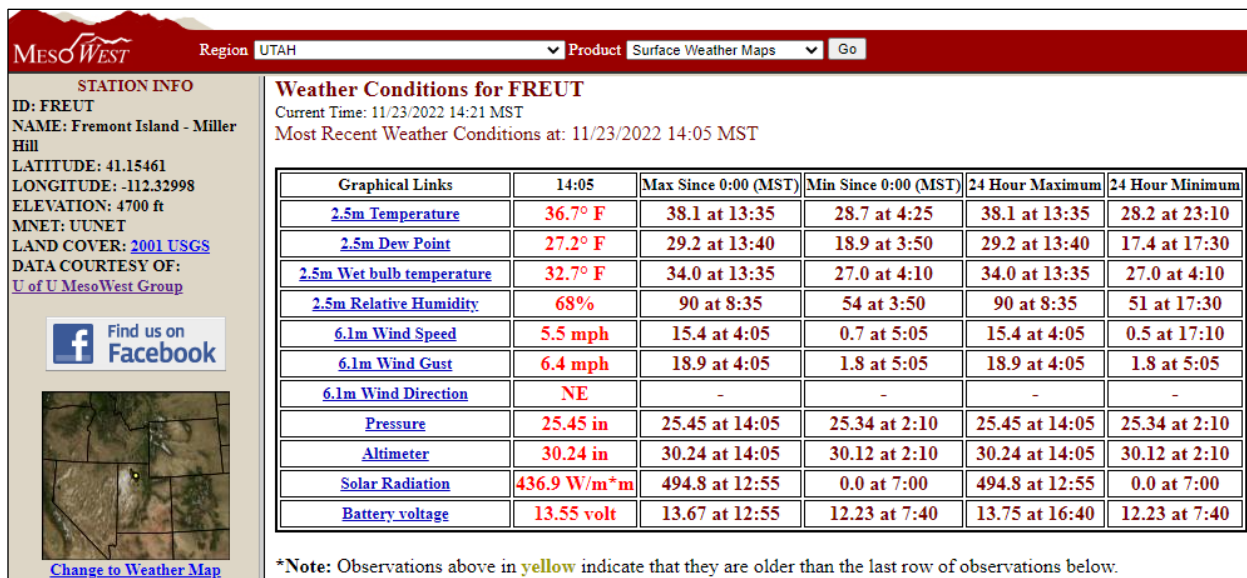


FIGURE 9 | Screenshot of University of Utah MesoWest Database for weather monitoring. Data from the Fremont Island weather station is displayed. Credit: MesoWest.

ECOSYSTEM RESOURCES

Wildlife

Fremont Island’s spatial isolation significantly limits the amount of native wildlife species present. Birds visit the island regularly, while mammalian species have restricted access at higher GSL water levels. As of December 2022, an inventory of Fremont Island wildlife has not been assessed. FFSL engages with DWR to manage wildlife on state and sovereign lands.

Native Species

The first recorded mammals on Fremont Island include deer mice (*Peromyscus maniculatus*), jack rabbit (*Lepus californicus*), and ground squirrel (*Spermophilus townsendii*). Kenneth Cramer (1994) suspects that these early native mammals crossed over by ice or debris from the Bear River. A sand bar also connects Fremont Island to the mainland at certain lake levels (see *Transportation Matrix*, pp. 30). Species common to the mainland are absent on Fremont Island likely due to a lack of habitat diversity (Cramer, 1994). Fremont Island is largely dominated by saline grass species and lacks sufficient shrub or tree cover to support diverse wildlife. Present mammals known to inhabit Fremont Island include mule deer (*Odocoileus hemionus*), antelope (*Antilocapra americana*), skunk (*Mephitis mephitis*), raccoon (*Procyon lotor*), kit fox (*Vulpes macrotis*), jack rabbit, ground squirrel, and deer mice (Bowen, 2020).

Birds are the most frequently encountered wildlife species on Fremont Island, where GSL is an important site in the Western Hemispheric Shorebird Reserve Network (SWCA, 2013). Migratory and resident waterfowl, shorebirds, and water birds utilize GSL for breeding and staging. Hundreds of bird species land on Fremont Island, but do not nest due to the lack of trees and tree-like vegetation. Cliff and ground nests have been observed on the island, but are rare (Cramer, 1994).



FIGURE 10 | FFSL employee holds a gopher snake found sheltering in a human-made structure on Fremont Island. Credit: Spenser Heaps/Deseret News.

Reptiles and amphibians are not regularly observed on Fremont Island. However, FFSL observed a gopher snake (*Pituophis catenifer*) sheltering in a human-made structure during an October 2021 visit to the island. The likelihood of additional reptile and amphibian species on Fremont Island is high.

Non-Native Species

Fremont Island has historically been used for sheep grazing. Additionally, the Wenner Family brought Shetland ponies to the island during their years of ownership (Bowen, 2020). Justin Barrow transferred numerous exotic wildlife species to the island for the purpose of private hunting when Fremont Island was leased to Barrow Land and Livestock in 2003. Such species included bison, wild boar, and exotic sheep (Figure 11) (Bowen, 2020). State authorities were wary of exotic species on Fremont Island and began investigations in 2011 as a result. The State acted immediately when a feral pig was observed near the Antelope Island Causeway in 2013. State officials hunted the remaining animals by air to prevent an inevitable spread of feral pigs to the mainland (Bowen, 2020). While FFSL personnel have observed wild boar scat on the island in recent years, all non-native wildlife species have otherwise been eradicated.



FIGURE 11 | Wild pigs spotted on Fremont Island in 2011. Credit: Deseret News.

Threatened, Endangered, and State Sensitive Species

In 2020, the *Fremont Island Baseline Report* solicited wildlife reports from the USFWS and DWR's Utah Natural Heritage Program to identify species of concern on Fremont Island. The USFWS does not expect any threatened or endangered species to occur on the island, per the Endangered Species Act. Additionally, DWR has no recent or historic records of sensitive species on Fremont Island.

Vegetation

Land Cover Types

Fremont Island land cover was classified in the Southwest Regional Gap Analysis Project (“SWReGAP”). The SWReGAP is a multi-institutional effort to map and assess biodiversity in the southwestern United States (Lowry, 2005). The project created a seamless land cover map for the region, including GSL. Table 2 describes the eleven land cover classes present on Fremont Island, as well as their respective acreages.

| LAND COVER TYPE | LAND COVER TYPE DESCRIPTION | ACRES |
|--|--|--------|
| Invasive Annual Grassland | Areas dominated by introduced annual grass species | 999.22 |
| North American Arid West Emergent Marsh | Frequently inundated shorelines containing herbaceous plants adapted to saturated soils | 897.14 |
| Inter-Mountain Basins Big Sagebrush Shrubland | Broad areas containing prevalent sagebrush and deep, non-saline soil | 710.33 |
| Inter-Mountain Basins Semi-Desert Grassland | Xeric grasslands on well-drained substrates occupying lowland and upland areas | 208.61 |
| Inter-Mountain Basins Greasewood Flat | Intermittently flooded mosaic of multiple plant communities with open to moderately dense shrubland | 189.70 |
| Inter-Mountain Basins Playa | Intermittently flooded, barren, and sparsely vegetated playa with small saltgrass beds and sparse shrubs | 149.00 |
| Inter-Mountain Basins Mixed Salt Desert Scrub | Open-canopied to moderately dense shrubland occurring in saline basins and alluvial slopes | 37.81 |
| Great Basin Pinyon-Juniper Woodland | Woodlands occurring on warm, dry sites on mountainsides with variable understory layers | 30.25 |
| Inter-Mountain Basins Semi-Desert Shrub Steppe | Open shrubland with patchy grasses or a patchy open herbaceous layer | 28.91 |
| Invasive Annual and Biennial Forbland | Areas dominated by introduced annual and/or biennial forb species | 9.56 |
| Great Basin Xeric Mixed Sagebrush Shrubland | Non-saline shrubland dominated by sagebrush with a sparse herbaceous layer composed of perennial bunch grasses | 3.34 |

TABLE 2 | Fremont Island land cover types, from largest to smallest acreage.

Credit: Lowry, 2005 (GIS Data) and USGS, 2005 (Land Cover Descriptions).

Native Vegetation

The upland habitat of the GSL ecosystem comprises a mosaic of barren ground, grasses, forbs, and shrubs favoring drier soil. Shoreline wetlands transition to sagebrush steppe and grassland



FIGURE 12 | Kochia growing on GSL uplands. Credit: Downard, 2017.

communities as elevation increases. Fremont Island, specifically, contains a multitude of halophytic and xeriphytic plant species that tolerate saline soils well (SWCA, 2013). For example, bluebunch wheatgrass (*Pseudoroegneria spicata*) and alkali sacaton (*Sporobolus airoides*) are prevalent in vegetated areas. Sagebrush (*Artemisia* spp.) and rabbitbrush (*Ericarmeria* spp.) occurring at higher elevations offer cover and food for wildlife. As Fremont Island has been aggressively grazed in its history, island vegetation is dominated by grassland species, such as wheatgrass (*Thinopyrum intermedium*), foxtail barley (*Hordeum jubatum*), bluegrass (*Poa*, spp.), and salt grass (*Distichlis spicata*) (SWCA, 2013). Forb species present on the island include kochia (*Bassia scoparia*), milkvetch (*Astragalus danicus*), prickly pear cactus (*Opuntia basilaris*), ragweed (*Ambrosia*), sunflower (*Heliuanthus annus*), mullein (*Verbascum thapsus*), salsify (*Tragopogon porrifolius*), showy milkweed (*Asclepias speciosa*), and sego lily (*Calochortus nuttallii*) (Bowen, 2020). Wetland habitats along the shore of Fremont Island contain willow species as well (*Salix* spp.) The

Fremont Island Baseline Report details that Threatened, Endangered, or State Sensitive plant species are neither expected nor observed on the island (Bowen, 2020). Several plants found on Fremont Island are culturally significant to the Northwestern Band of the Shoshone. Their descriptions and corresponding sketches are listed in Appendix C.

Invasive Vegetation

Invasive plants on GSL have the potential to significantly alter vegetation community structure, ecological functioning, and wildlife habitat (SWCA, 2013). Cheatgrass (*Bromus tectorum*) is the most prevalent invasive grass on Fremont Island due to a long history of sheep grazing native grasses and shrubs. Cheatgrass poses significant fire danger. Invasive phragmites (*Phragmites australis*) is found along the shoreline in wetland areas. In addition, rush skeletonweed (*Chondrilla juncea*) is sparsely present on Fremont Island. Management of invasive plant species is discussed under *Resource Management Goals and Objectives*, pp. 31.



FIGURE 13 | Cheatgrass growing on GSL uplands (left) and rush skeletonweed, flowering (right).
Credit: Downard, 2017 and Wikipedia.

Soil

The Natural Resources Conservation Service (“NRCS”) created a Custom Soil Resource Report for Fremont Island in 2020. The report details that soils on the property are primarily sheeprock and blue star soils derived from quartzite, limestone, and argillite. Sheeprock soil is found on rolling hills and scarp faces or terraces, while blue star soil is found on fan remnants, fan skirts, and stream terraces. Blue star soils form in alluvium from mixed rocks. Additionally, some areas contain sanpete soils that are typical of alluvial fans, inset fans, fan remnants, and alluvial plains. All soils are deep and excessively drained (NRCS, 2020).

Fremont Island is composed of the following seven NRCS soil types (NRCS, 2020):

1. **BhD** – Blue Star gravelly loam, gravelly subsoil variant, 6-10% slopes
2. **BLG** – Blue Star association, steep
3. **ETB** – Etil loamy sand, 1-6% slopes
4. **RS** – Rock land
5. **SIE** – Sanpete gravelly silt loam, high rainfall, 10-30% slopes
6. **SoD** – Sheeprock gravelly sandy loam, 6-10% slopes
7. **SpF3** – Sheeprock gravelly loam, 10-40% slopes, severely eroded

WATER RESOURCES

Hydrology

As Fremont Island is located within a terminal saline lake, freshwater resources are scarce. Streams and creeks are not known to exist on the island (Bowen, 2020). Runoff from snow accumulation or precipitation from major storm events flow outward from the island’s central peaks and ridges to GSL. While several seeps are present along the edges of Fremont Island, only one freshwater spring has been documented on the southern tip, near Argo Point (see Figure 1 and Figure 6) (Bowen, 2020).

Wetlands

The National Wetlands Inventory (“NWI”) was used to document and map potential wetlands on Fremont Island. Wetlands along the shoreline of the island were identified as emergent (Figure 14) (Bowen, 2020). Emergent wetlands are marshes that fringe lakes and ponds, found at flat intermediate elevations. This wetland type is characterized by a mix of open water and vegetation that grows through the water surface (Downard, 2017). Flooding is typically shallow. Vegetation growing in an emergent wetland provides critical nesting and resting cover for migratory and resident birds (Downard, 2017).

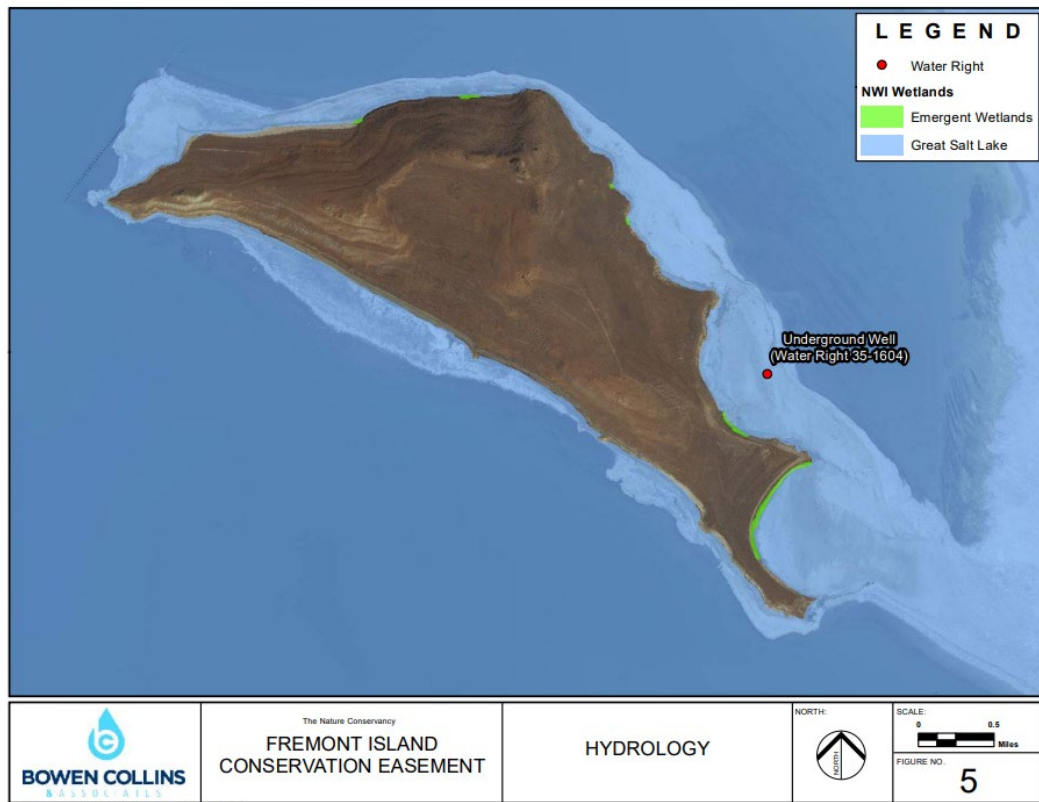


FIGURE 14 | Map of Fremont Island emergent wetlands. Credit: Bowen, 2020.

Water Rights

The Richards Family drilled an underground water well in 1965 to provide stock water for Fremont Island grazing operations. John D. Richards obtained a water right to use 0.15 cubic feet per second of water from the drilled well (Figure 14) (Bowen, 2020). The Richards Family attempted to source additional freshwater on Fremont Island through additional wells, but ceased operations when a 1961 Utah Department of Agriculture water analysis indicated unviable salinity levels in the prospective water.

GEOLOGY, PALEONTOLOGY, AND MINERAL RESOURCES

Geology

Fremont Island contains three distinct geologic formations of the Perry Canyon Formation. A quaternary formation of mud and salt flats, composed of clay and salt, is located along the shoreline. A Precambrian formation of metamorphic rocks is found in the lower elevations along the east side of the island. Lastly, a Proterozoic formation of metamorphic rocks, composed of



FIGURE 15 | Castle Rock on Fremont Island. Credit: UGS.

sandstone and siltstone-mudstone, constitutes the main body of the island (Bowen, 2020).

A distinct unit of exposed rocks spanning the northern ridge to the highest point of Fremont Island is a 600-meter thick section of diamictite (Cannon, 2021). Diamictite is a type of sedimentary rock containing rock fragments of different shapes, sizes, and types embedded in a matrix of sand or mud (Duncan,

2022). The saddle of the island contains a 1,000-meter black slate unit and the beaches on the northern shore of Fremont Island are formed of large clasts of gneissic granite (Cannon, 2021). Quartzite, volcanic rocks, and minor carbonate rocks are additionally found on the island.

Paleontology

Ice Age fossil vertebrates have been found along the shoreline of Pleistocene Lake Bonneville in sand and gravel deposits. Ice Age fauna includes mammoths, musk ox, bison, and bighorn sheep (SWCA, 2013). Although fossils have been primarily observed outside of GSL sovereign lands, there is a potential to discover Ice Age vertebrates on upland Fremont Island. The island does not contain any documented paleontological resources as of 2020. Paleontological resources are protected under Utah Code §79-3-508.

Mineral Resources

Fremont Island was explored for precious metals in the 1870s. The Nebraska Mining Company was first to locate gold-bearing quartz, as well as evidence of silver and copper (Cannon, 2021). As precious metals on the island did not exist in marketable quantities, the mining operation was halted. Further, slate resources on Fremont Island were removed and shipped to Salt Lake City in late 1875 to be used for roofing, flagging, and hearths. Slate and hard rock mining claims were only lightly worked, though, and efforts to unmask the island’s mineral riches were abandoned. The slate operation left behind two mines on the northwest point and along the southeast shore, respectively (Cannon, 2021).

COMMUNITY RESOURCES

Recreation

Public recreation was a prohibited use prior to the sale and donation of Fremont Island to the State of Utah in 2020. Previous landowners had plans to develop the island for recreational activities, such as concerts, off-road racing, horseback riding, camping, and shooting (Bowen, 2020). The geographic isolation of the island prevented these plans from coming to fruition. Current recreation on Fremont Island includes hiking or non-motorized biking, though there are no constructed trails. Camping is not a permitted recreational activity pursuant to Utah Rule R652-70-1900 and TNC’s conservation easement.



FIGURE 16 | Justin Barrow’s cabin and other items on the southern end of Fremont Island. Credit: Scott Baxter.

Infrastructure

Existing infrastructure on Fremont Island is attributed to previous landowners and their respective uses. Several mining structures and excavation sites from early mineral prospectors and slate miners are scattered around the island. Fences and corrals are present from sheep grazing operations. A shack near David E. Miller Hill was constructed when Barrow Land and Livestock leased Fremont Island from the Richards Family (Figure 16). The Wenner grave site and remains of the Wenner Family home are located on the south part of the island (Bowen, 2020). Additional man-made structures include metal lightning rods to deter lightning-caused fire, the University of Utah weather monitoring station, and two airstrips (see *Current Uses*, pp. 17).

Agriculture and Grazing

Fremont Island has previously been utilized for sheep grazing (see *Historic Uses*, pp. 16). Agricultural use has not been documented. Due to difficulty of access and limited freshwater, neither grazing nor agriculture operations currently exist on Fremont Island.

Cultural Resources

Through FFSL’s partnership with the Utah State Historic Preservation office (“SHPO”), Cannon Heritage Consultants completed a *Fremont Island Cultural Resources Inventory* during the Spring of 2021. The survey re-recorded six previously documented cultural resource sites, identified and recorded six isolated finds, and surveyed 405 acres intensively for additional cultural resources. The locations of Fremont Island cultural resources are subject as “Protected Records” pursuant to the Government Records Access and Management Act, 63G-2-305(26). Further, all archaeological artifacts and sites on Fremont Island are protected by state law from damage or theft pursuant to UCA 76-6-902, at risk of a misdemeanor or felony.



FIGURE 17 | A Native American artifact. Credit: Cannon, 2021.

The Stoddard Site contains scattered Native American artifacts and features exposed in wind-eroded areas (Cannon, 2021). Both the Stoddard and Wenner Families were known to have removed artifacts from this site during use and occupation of Fremont Island. Some artifacts still remain on-site and are protected by law from removal (Figure 17) (Cannon, 2021).

The Fremont Seeps Site contains significant evidence of Native American occupation and lifeways, though heavily obscured by non-native vegetation (Cannon, 2021).

A small petroglyph site was documented on an isolated rock outcrop on the southeast side of Fremont Island (Figure 18). The petroglyph panel incorporates anthropomorphic, zoomorphic, and geometric motifs common to the rock art style in the GSL region (Cannon, 2021). Petroglyphs at this site include detailed images of people, animals, tracks, and other abstract images.



FIGURE 18 | Fremont Island petroglyph. Credit: Cannon, 2021.

The Wenner Family homestead, inhabited from 1886 to 1891. The home was built on a former beach surface of the GSL, composed of flat sandy soils. Structural remnants from the Wenner house and a root cellar remain at the site (Cannon, 2021). Cheatgrass cover obscured further observations at this site.



FIGURE 19 | Wenner Grave Site. Credit: Spenser Heaps/Deseret News.

The Wenner Grave Site is separate from the homestead. The burial is situated on a ridge composed of sandy sediments and heavy cheatgrass vegetation. A monument with a cast bronze plaque is placed within a metal fence at the gravesite (Figure 19). The plaque details Uriah Wenner's death in 1891 and Kate Wenner Noble's death in 1942. The fence materials suggest that the protective structure was installed upon Kate's burial (Cannon, 2021).

Lastly, Kit Carson's Cross is a small historic inscription on Castle Rock at the peak of Fremont Island. Kit Carson carved the cross during John C. Fremont's expedition 1843 (see *History*, pp. 6). The cross is engraved into a natural rock arch and is approximately six inches long (Cannon, 2021).

Access and Visitation

Access to the island is limited to boats, small aircraft, bikes, and by foot. There are no established roads to the island. As the exposed bed of GSL between the Antelope Island causeway, mainland, and Fremont Island falls under FFSL’s jurisdiction, motorized vehicle use to access the island is prohibited (Utah Code R652-70-1900). Access to Fremont Island is significantly limited as a result. See *Resource Management Goals and Objectives*, pp. 43 for more information on how to access the island.

Fremont Island visitation has been consistent since 2020. The AISP gatehouse located at the point of access to Antelope Island helps to monitor Fremont Island visitation. AISP staff track visitors who intend on visiting Fremont Island when collecting state park fees from each vehicle, cyclist, or individual on foot. Gatehouse visitation data yields an annual average of 30 visitors headed to Fremont Island. Additionally, FFSL trail cameras are placed at highly-trafficked points on Fremont Island. FFSL estimates that approximately 3 to 10 visitors reach the island per month. Visitors are primarily hiking and bicycling to the island from the parking lot at the AISP marina.



FIGURE 20 | FFSL staff ride electric-assisted bicycles across the sandbar to Fremont Island. Credit: Spenser Heaps/Deseret News.

MANAGEMENT FRAMEWORK

MANAGEMENT UNDER THE NATURE CONSERVANCY'S CONSERVATION EASEMENT

The Nature Conservancy's Conservation Easement lists terms and conditions that promote "Conservation Values" necessary to protect Fremont Island in perpetuity. The document addresses potential resource uses and identifies prohibited actions accordingly. Fremont Island resource management goals and objectives are structured based on these terms and conditions (Appendix A). FFSL is to manage the island primarily as open space, though proposed uses will be evaluated in accordance with FFSL's permitting and leasing rules. Any and all resource management actions on Fremont Island that are not specifically mentioned in the conservation easement or might adversely affect "Conservation Values" must be discussed with and approved by TNC personnel prior to implementation.

RESOURCE MANAGEMENT GOALS AND OBJECTIVES ECOSYSTEM

Ecosystem management requires that the function, structure, and species composition of an ecosystem are protected or restored while providing for sustainable socioeconomic use (SWCA, 2013). The 2013 GSL Comprehensive Management Plan acknowledges that GSL ecosystems and associated subsystems have many dynamic and interactive linkages. Managing sovereign and state lands under multiple-use sustained yield principles requires a careful consideration of resource impacts through site-specific analyses. FFSL consults with all management and intersecting agencies to evaluate projects and design mitigation strategies prior to implementation. On Fremont Island specifically, exotic species introduction, mineral extraction, trash and pollution, recreation, grazing, and agricultural activities are high-priority concerns (SWCA, 2013).

Wildlife

Fremont Island is an important nesting and resting habitat for many GSL resident and migratory birds. As lake levels fluctuate, the island is either completely surrounded by water or accessible by dry land. The sandbar between the Antelope Island causeway and Fremont Island is regularly exposed when lake levels are at or below 4,192' (Table 3). Predators of birds and other native wildlife, such as deer, pronghorn, and coyotes, might access Fremont Island with greater ease at lower lake levels. Conversely, lake level rise might affect island habitat at lower elevations on the island (SWCA, 2013). Wildlife management considerations are affected as a result.

GOALS |

FFSL strives to preserve and protect native wildlife on Fremont Island. Proposed uses and management activities must not adversely affect wildlife habitat. FFSL will partner with relevant State, Federal, Tribal, and Non-Profit entities to best inform wildlife management practices on Fremont Island.

OBJECTIVES |

1. Partner with DWR, TNC, Audubon, and other wildlife-associated stakeholders to develop a comprehensive wildlife inventory of Fremont Island through multi-year, multi-seasonal survey efforts. A wildlife inventory will capture nesting, staging, foraging, and migration periods for birds. Data will allow FFSL to better monitor and maintain habitat that supports nesting and resting birds.
2. Threatened, Endangered, and State Sensitive wildlife were absent on Fremont Island at the time of the *Fremont Island Baseline Documentation* written in 2020. In the event that a wildlife species changes status under the Endangered Species Act of 1973, FFSL will follow appropriate guidelines and recruit USFWS, DWR, and other relevant stakeholder partners to implement management practices that protect and restore the wildlife species, as well as critical habitat.

Conservation Easement Terms & Conditions

4.14 | Problem Animals (TNC, 2020)

Trapping and other similar methods of wildlife management are prohibited on Fremont Island, unless these tactics are used to control predatory wildlife or remove invasive wildlife species. Humane control techniques are required if wildlife management requires removal of “problem animals.”

4.19 | Introduction of Species (TNC, 2020)

Introducing non-native wildlife species to Fremont Island is strictly prohibited. Livestock utilized specifically for control of invasive vegetation is acceptable.

Vegetation

Grass species and small shrubs are dominant as a result of past grazing activity on Fremont Island (See *Landcover*, pp. 21). Additional grazing has the potential to continue to reduce native plant cover, disturb soils, allow invasive species to flourish, and adversely affect native wildlife habitat. Fremont Island vegetation provides valuable nesting, resting, and brooding habitat for

bird species (SWCA, 2013). Further, the introduction of invasive, non-native species limits the establishment of native vegetation. Vegetation management must prioritize native plant species.

GOALS |

FFSL will monitor and manage for native plant species protection and regeneration by limiting surface disturbance and performing invasive species mitigation. Fremont Island is to be kept as open space under TNC's Conservation Easement, allowing certain plant species to recover with a lack of surface disturbance. Foot traffic is not a significant concern. Invasive species mitigation, however, requires more active management. FFSL strives to effectively reduce invasive plant species on Fremont Island.

OBJECTIVES |

1. Rush skeletonweed (*Chondrilla juncea*) is a Class 2 noxious weed unique to Fremont Island within the GSL ecosystem. Class 2 noxious weeds are not native to the state of Utah and pose significant threats to agriculture and wildlife. Concentrations of Class 2 weeds are typically at levels where eradication is viable (UDAF, 2022). Rush skeletonweed is most prominent on the west side of Fremont Island. Foot traffic on the island increases the likelihood that seed will spread to neighboring Davis County. As the island resides within the Northern Utah Cooperative Weed Management Area ("NUCWMA"), collaborative weed management is both feasible and effective. Box Elder and Weber County Weed Departments have been working with FFSL to access Fremont Island annually for rush skeletonweed mitigation since 2015. Spraying events typically occur between August and October. A crew of State and County personnel travel to Fremont Island by all-terrain vehicle, with permission from FFSL, and survey for rush skeletonweed. Spatial data is collected for each occurrence and weeds are sprayed with herbicide (Figure 21). Annual visits to Fremont Island to treat rush skeletonweed will continue so long as the noxious weed is detected.
 - a. FFSL will place informative signs at major points of entry to Fremont Island that warn visitors about hitchhiking rush skeletonweed. Additional information will be available on the FFSL website.



FIGURE 21 | Map from a 2020 rush skeletonweed survey. Credit: Box Elder County Weed Department.

2. Phragmites (*Phragmites australis*) has been observed along the eastern and southern shorelines of Fremont Island. FFSL treats phragmites on GSL in collaboration with DWR, TNC, multiple county weed departments, and additional stakeholders. Spraying, mowing, and trampling efforts are completed with FFSL funds allocated to weed management on sovereign lands. FFSL’s Invasive Species Coordinator actively and adaptively manages phragmites on GSL. Fremont Island phragmites will be carefully monitored.

3. Threatened, Endangered, and State Sensitive plant species were absent on Fremont Island at the time of the *Fremont Island Baseline Documentation* written in 2020. In the event that a plant species changes status under the Endangered Species Act of 1973, FFSL will follow appropriate guidelines and recruit relevant stakeholder partners to implement management practices that protect and restore the plant species.

Conservation Easement Terms & Conditions

4.11 | Conversion of Native Vegetation (TNC, 2020)

Converting native vegetation by introducing non-native plant species in any form to Fremont Island is prohibited.

4.19 | Introduction of Species (TNC, 2020)

Livestock may be used for noxious weed control where FFSL deems this mitigation technique necessary and effective to significantly reduce biomass and recurrence.

4.20 | Native Vegetation and Brush Management (TNC, 2020)

Clearance of native vegetation and brush is permitted where vegetation threatens another resource use. UDOT DOA regularly clears brush growing on Fremont Island for the purpose of maintenance and safety (Appendix B). Vegetation may also be managed for fire safety.

WATER

GSL water level fluctuations are natural, expected, and an integral component of the lake system. Water levels are highest in the Spring months (May to July), and lowest in the Fall months (October to November) (SWCA, 2013). Lake levels primarily affect access to Fremont Island (Table 3). High lake levels (4,200' and above) might also affect low elevation island habitats. FFSL does not manage the water itself, but rather the lands lying below navigable bodies of water in the state of Utah. Therefore, FFSL partners with State, Federal, Tribal, and Non-Profit stakeholders to inform management decisions concerning water.

Hydrology

The lack of fresh water on Fremont Island limits the amount of management necessary to preserve and protect hydrologic resources. The island contains a single documented freshwater spring on the southern tip, near Argo Point (see Figure 1 and Figure 6) (Bowen, 2020).

GOALS |

FFSL will prevent further development of fresh water resources on Fremont Island. Water development proposals that significantly enhance conservation values outlined in TNC's Conservation Easement will be evaluated. Additionally, FFSL will monitor for new freshwater resources that may become apparent and implement necessary management practices in coordination with the Division of Water Resources, Division of Water Quality, and other water-associated agencies and groups.

Wetlands

Fremont Island wetlands are scattered along the shoreline of the property and were delineated as emergent wetlands in the *Fremont Island Baseline Documentation* (2020). Wetlands located on sovereign and state lands are managed in coordination with DWQ and the United States Army Corps of Engineers ("USACE"). USACE regulates the discharge of dredge and fill material on sovereign lands below 4,205' elevation under Section 404 of the Clean Water Act (SWCA,

2013). DWQ studies and assesses wetlands on GSL for compliance with water quality standards. Wetland habitat on Fremont Island is a conservation priority due to a wetland’s significant ecological value. Wetlands provide flood control, water quality improvement, and biogeochemical processing (SWCA, 2013).

GOALS |

FFSL will monitor emergent wetlands on Fremont Island in partnership with DWQ. Potential resource uses will be evaluated for impacts to wetland hydrology and connectivity. DWQ and USACE will inform actions necessary to preserve and protect wetland habitat.

Conservation Easement Terms & Conditions

4.21 | Water Courses and Wetlands (TNC, 2020)

Development of Fremont Island emergent wetlands and freshwater springs is prohibited. Water development activities might include new and intentional manipulation, practices that degrade or destabilize shorelines and natural banks, or pumping of groundwater.

Water Rights

The lack of fresh water on Fremont Island limits water rights that have been or can be appropriated. The Richards Family held the only known water right on the island. John D. Richards obtained the water right in 1965 to use water from a drilled well in support of grazing operations (Figure 14). The well is no longer in operation and as such, the water right has been forfeited. The Division of Water Rights (“DWRi”) manages water rights for the state of Utah.

GOALS |

FFSL will partner with DWRi to address all potential water uses concerning water rights on Fremont Island. FFSL will also evaluate GSL water rights issues that directly impact Fremont Island resources.

Conservation Easement Terms & Conditions

4.22 | Water Rights (TNC, 2020)

FFSL may utilize water rights on Fremont Island and acquire, sell, or trade additional water rights for such purposes as changes in use, changes in diversion, changes in pumping location, and the rerouting of pipelines. Water rights cannot be changed to or used for municipal, industrial, non-agricultural, or non-ranching commercial purposes. Additionally, water rights for Fremont Island must be used on the island and cannot be sold, leased, encumbered separately, or otherwise legally separated. Points of diversion also cannot be significantly changed. Any potential changes to water rights on Fremont Island must not impair conservation values. Third parties holding water rights on Fremont Island will remain unaffected by the conservation easement.

PALEONTOLOGICAL RESOURCES

FFSL manages paleontological resources on sovereign and state lands through the Utah Geological Survey (“UGS”) and in coordination with SHPO. Utah Code §79-3-508 requires that FFSL considers how management practices on Fremont Island will affect paleontological resources.

GOAL |

FFSL will engage in the mitigation process with UGS should a significant paleontological resource discovery occur on Fremont Island. Coordination with SHPO will help to prevent potential illegal extraction.

MINERAL RESOURCES

Mineral resources are classified as soil, sand, gravel, rock, coal, oil, natural gas carbon dioxide, or any other mineral substance. FFSL owns and administers the minerals located in and below the surface of the bed and suspended in the waters of GSL, as well as the minerals in or below managed state lands, with the exception of School and Institutional Trust Lands Administration parcels (Utah Code §65A-10-18). FFSL owns the mineral estate for Fremont Island. Other than early explorations for precious metals and slate mining, there are no known or current mineral extraction operations on Fremont Island. FFSL will not allow any future mineral extraction to occur on the island.

GOALS |

FFSL will neither solicit nor encourage simultaneous offerings for mineral leasing opportunities on Fremont Island. In the event a third-party approaches FFSL with a mineral leasing proposal, site-specific analyses may be performed to assess feasibility of the operation and potential conservation value impairments. FFSL will partner with TNC to address serious mineral resource leasing inquiries on Fremont Island. FFSL will also partner with the Division of Oil, Gas and Mining to evaluate and implement best management practices pertaining to oil, gas, and hydrocarbon proposals.

Conservation Easement Terms & Conditions

4.3 | Industrial Activities (TNC, 2020)

Industrial activities are not permitted on Fremont Island. Proposed uses that may enhance Fremont Island conservation values will be evaluated.

4.8 | Mining (TNC, 2020)

Mineral extraction operations that involve surface mining, subsurface mining, dredging,

or fracking are strictly prohibited. There were no known minerals severed from the surface estate of Fremont Island at the date of purchase. Discovery of severed minerals will require an additional conservation easement on behalf of TNC, and consistent with the current Fremont Island conservation easement. TNC is to be notified of proposed mineral activities in order to take appropriate actions that maintain conservation values outlined in the conservation easement or to be a party to any lease or agreement pertaining to mineral exploration, development, operations, or reclamation. TNC may withhold consent or agreement if it is found that proposed mining activities are inconsistent with conservation values.

COMMUNITY

Recreation

Fremont Island is public land available for recreational use. Pursuant to the conservation easement, recreational uses of Fremont Island are limited. Camping, hunting, target shooting, and fishing are not allowed, while hiking and bicycling are encouraged. Recreation involving motorized vehicles of any kind are strictly prohibited on the island and the surrounding bed of GSL. Electric bikes, however, are not prohibited. Recreational use and management on Fremont Island are unique, compared to neighboring Antelope Island. This is primarily due to differences in rule and statute for FFSL and Division of State Parks, respectively, that dictate allowable uses. Further, recreation on Fremont Island is inherently difficult due to a lack of established trails on and leading to the island. FFSL acknowledges these limitations and manages for recreation accordingly.

GOALS |

FFSL will monitor, mitigate, and manage recreational use of Fremont Island through effective use of public communication tools and partnership with neighboring AISP. In addition, Sovereign Lands Law Enforcement will actively monitor the island for illegal use. FFSL will evaluate proposals for commercial recreation that align with conservation values and engage in the permitting process.

OBJECTIVES |

1. Existing trails on Fremont Island from previous owners will remain. FFSL will consider additional trails for hiking and bicycling use.
2. Recreational drone use on Fremont Island will follow the same regulations as outlined for AISP. To protect privacy, enjoyment, and island wildlife, drones are prohibited on the island between March and November. From December to February, recreational drone use must adhere to FAA guidelines and restrictions. FFSL will evaluate all commercial drone use

proposals for potential impacts to conservation values. A Right of Entry permit will be issued upon approval (Utah Code R652-41).

3. FFSL will post signs at major points of entry to Fremont Island detailing prohibited and non-prohibited recreational uses. Prohibited uses include fires, fireworks or explosives, discharge of firearms or hunting, camping or other overnight use, taking of any materials or objects, motorized vehicles, and items such as geocaches or land art.

Conservation Easement Terms & Conditions

4.12 | Recreational, Educational, and Other Activities (TNC, 2020)

Recreational, educational, and other activities are to be non-developed and non-consumptive and must not negatively affect conservation values. Allowable activities on Fremont Island include hiking, bicycling, electric bicycling, picnicking, bird watching, and wildlife observation. Watercraft, such as airboats, sailboats, kayaks, and canoes, may land and launch from Fremont Island. FFSL may permit filming, bioprospecting, scientific research, and commercial tour activities on the island.

4.13 | Hunting, Shooting, and Fishing (TNC, 2020)

Hunting, fishing, and recreational shooting of any kind are prohibited on Fremont Island. Shooting animals for control purposes may be permitted.

4.15 | Vehicles (TNC, 2020)

The use of manned or unmanned aircraft, including drones, helicopters, and small planes, may be permitted only in consistency with conservation values.

Infrastructure

Fremont Island is to be kept as open space under TNC's Conservation Easement and FFSL's management authority. Existing buildings, structures, roads, and trails on the island were left from previous landowners and are to be kept in their current condition. Remaining infrastructure includes a shack near David E. Miller Hill, mining structures and excavation sites, fences and corrals, the Wenner grave site, lightning rods, the weather monitoring station, and airstrips. The conservation easement does not allow for the establishment of new infrastructure, unless proposed uses are to enhance the conservation values of Fremont Island.

GOALS |

FFSL will monitor existing infrastructure for integrity. Proposed new structures for utilitarian use will be considered and evaluated in partnership with TNC. Use of existing roads and trails on Fremont Island will also be monitored. The establishment of new roads and trails will be contemplated with TNC if FFSL finds that a given proposal is important to improving conditions

on the island. FFSL will continue to partner with UDOT DOA to uphold the MOU for management and maintenance of Fremont Island airstrips (Appendix B).

Conservation Easement Terms & Conditions

4.4 | Construction of Buildings and Structures (TNC, 2020)

Buildings are classified as enclosed space for shelter or housing, while structures are man-made improvements. Construction of buildings and structures is prohibited unless proposals align with one of the following provisions:

1. Maintenance, repair, or remodeling existing buildings and structures is allowed. If a building or structure is destroyed, FFSL may replace it in the same location with a similar size, function, and capacity, unless otherwise agreed upon with TNC.
2. Recreational structures that support day use, such as shade pavilions, picnic tables, restrooms, and interpretational signs, may be installed so long as conservation values are unaffected. Disturbed areas are to be revegetated.
3. Existing fences and corrals may be maintained or replaced, provided that new construction will not restrict wildlife movement or adversely affect conservation values. Fences and barriers used to protect cultural resources from vandalism are permitted after appropriate consultations with State and Tribal stakeholders.
4. Utility easements may be issued if utilities serve to improve buildings and structures without impairing conservation values. Revegetation is additionally required.

4.5 | Roads and Trails (TNC, 2020)

Construction, reconstruction, or replacement of roads and trails on Fremont Island is prohibited. Though, construction of new roads and trails are allowed when reasonably necessary for uses permitted in the conservation easement. FFSL may also maintain and potentially pave existing roads and trails for ecological benefits, such as erosion prevention. New roadway easements must comply with all conservation easement terms and not adversely impact Fremont Island conservation values.

4.9 | Renewable Energy (TNC, 2020)

Renewable energy production is allowed solely for non-commercial purposes in connection with permitted uses of Fremont Island, so long as conservation values are not adversely impacted. Renewable energy sources must be built and maintained in accordance with local zoning ordinance and applicable State and Federal law. Potential operations must align with the conservation values of Fremont Island and comply with

the conservation easement. Disturbed areas are to be revegetated and restored with native vegetation after the completion of any utility construction.

Agriculture and Grazing

Fremont Island was used for sheep grazing several times throughout its known history. The frequency of grazing caused a shift in island vegetation from shrubs to grasses. Restricting further grazing activity on the island will allow native flora to recover. While FFSL aims to restrict any type of grazing on Fremont Island, livestock may be deployed as a weed management tool, specifically for phragmites. Agriculture is neither an allowable nor a feasible use of resources on the island given the prevalence of saline soils and barriers to physical access. Agricultural or grazing proposals that enhance the conservation values of Fremont Island will be evaluated.

GOALS |

FFSL will restrict all grazing and agricultural activities on Fremont Island. FFSL will engage in the simultaneous offering process for a grazing permit in the event that livestock grazing is identified as the most effective method to control invasive species on the island (Utah Code R652-50).

Conservation Easement Terms & Conditions

4.1 | Agricultural Uses (TNC, 2020)

The production, processing, and marketing of livestock and agricultural products is prohibited on Fremont Island. Livestock grazing may be used for property management purposes, such as controlling invasive weeds.

4.10 | Crop Cultivation (TNC, 2020)

Cultivating or producing crops, non-perennial forages for human or domestic animal consumption, or crop seeds is prohibited. The planting of orchards, vineyards, berries, tree farms, or other perennial non-grassland agricultural products are other prohibited uses.

4.18 | Agricultural Chemical Use (TNC, 2020)

FFSL may utilize herbicides, pesticides, fungicides, biocides, defoliants, and other natural controls to manage weeds and pests on Fremont Island. Chemicals should be used in minimum amounts, follow labeled instructions, and must comply with applicable federal, state, and local statutes and regulations. Aerial or other indiscriminate broadcast applications of chemicals are permitted so long as conservation values are enhanced.

4.23 | Feedlots (TNC, 2020)

A feedlot is a permanently constructed area where the land is neither grazed nor cropped

in order to feed livestock. Feedlots on Fremont Island are prohibited. However, FFSL is permitted to issue grazing permits as necessary for vegetation management.

Access, Visitation, and Safety

The physical isolation of Fremont Island significantly impacts accessibility. FFSL will not permit construction of roads, or other infrastructure, that would connect the island to the mainland. As such, FFSL manages access according to available and viable options. Visitors may access the island by watercraft, bicycle, aircraft, or on foot. Motorized vehicle access is strictly prohibited. Aircraft do not fall under motorized vehicle restrictions. The following descriptions detail access options:

1. **Land** (Foot or Bicycle)

Non-motorized land access on foot or by bicycle is possible by crossing a sandbar that connects the southern tip of the island to the Antelope Island causeway. The sandbar is approximately 6 miles in one direction. Sandbar access requires visitors to park at either the AISP gatehouse or marina.

2. **Water** (Watercraft)

Traveling to the island by watercraft from the AISP marina is preferred when water levels allow. Most commonly used watercraft include airboats and kayaks. Water is typically shallow between AISP and Fremont Island, therefore flat bottom boats are advised. The water channel is approximately 6 miles in one direction.

3. **Air** (Aircraft)

UDOT DOA maintains two backcountry gravel airstrips on Fremont Island. The upper air strip is located between David E. Miller Hill and Castle Rock. The lower air strip is located along the northeastern shore of the island. The best seasons for flying are Spring and Fall. Air travel requires prior authorization from UDOT DOA and is subject to FAA regulations.

Visitors may travel to the island by water or land from several points of access. There are parking lots at the AISP gatehouse and marina, respectively. Sandbar access is located in the central portion of the Antelope Island causeway, though parking on the causeway is strictly prohibited (Figure 22).

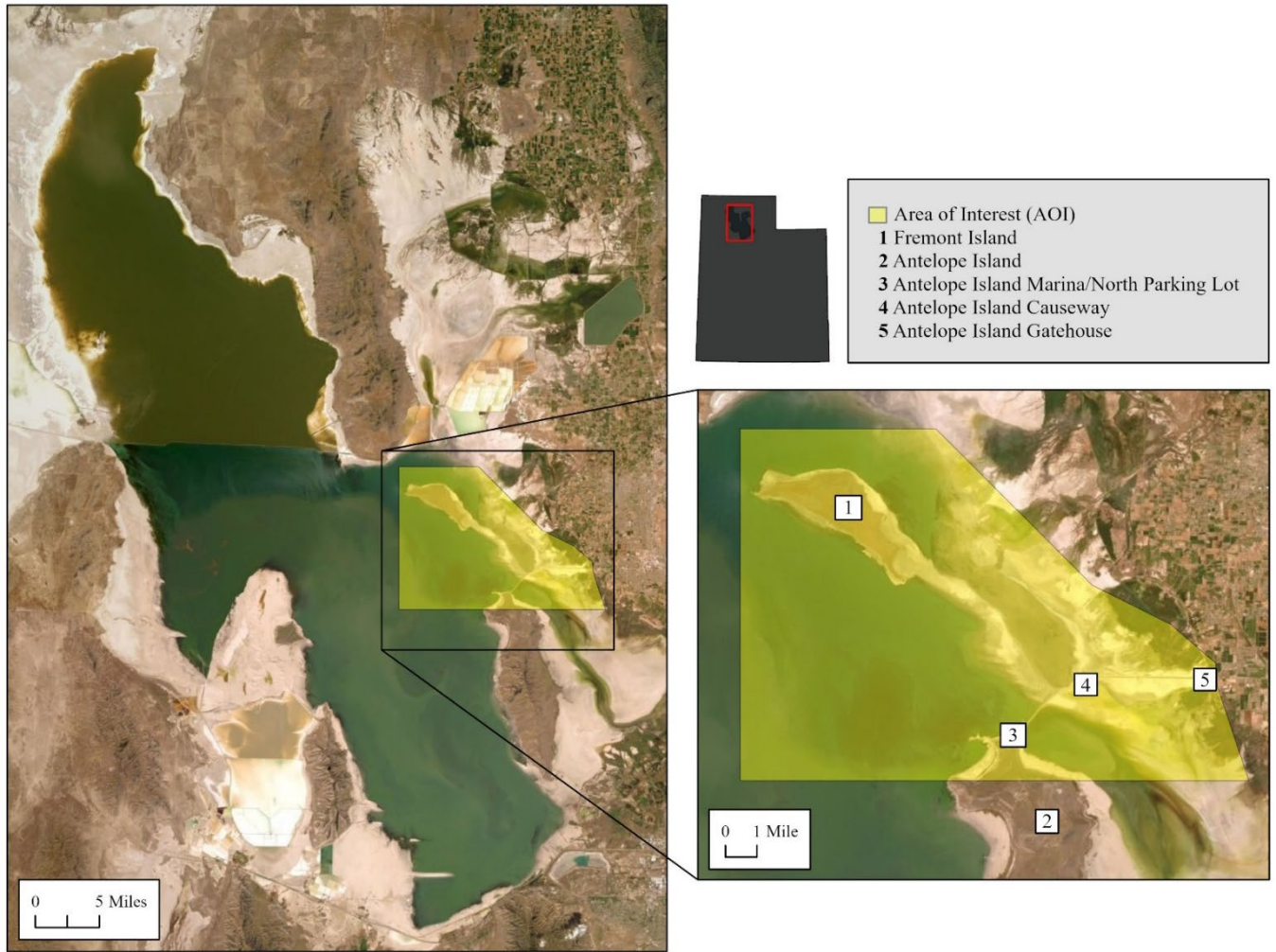


FIGURE 22 | Area of interest (“AOI”) and associated geographic features relevant to accessing Fremont Island.

The following transportation matrix (Table 3) and associated route map (Figure 23) detail transportation options available and routes of travel according to GSL water levels.

| WATER LEVEL (FEET) | AVAILABLE TRANSPORTATION | UNAVAILABLE TRANSPORTATION |
|---------------------------|---|-----------------------------------|
| Greater than 4,200' | Aircraft * Watercraft (Route 1) | Bike Walk |
| 4,200' - 4,197' | Aircraft * Watercraft (Route 1) | Bike Walk |
| 4,196' – 4,195' | Aircraft * Watercraft (Route 1) Bike (Route 4) ** Walk (Route 4) | |
| 4,194' – 4,190' | Aircraft * Bike (Route 2-4) ** Walk (Route 2-4) | Watercraft |
| Less than 4,190' | Aircraft * Bike (Route 1-4) ** Walk (Route 1-4) | Watercraft |

TABLE 3 | Matrix relating types of transportation from Antelope to Fremont Island based on GSL water levels. “Routes” included in the matrix are detailed in Figure 23.

* Aircraft travel requires compliance with FAA guidelines and prior authorization from UDOT DOA.

** Fat tire bicycles are encouraged. Refer to PMP safety guidelines for more information.

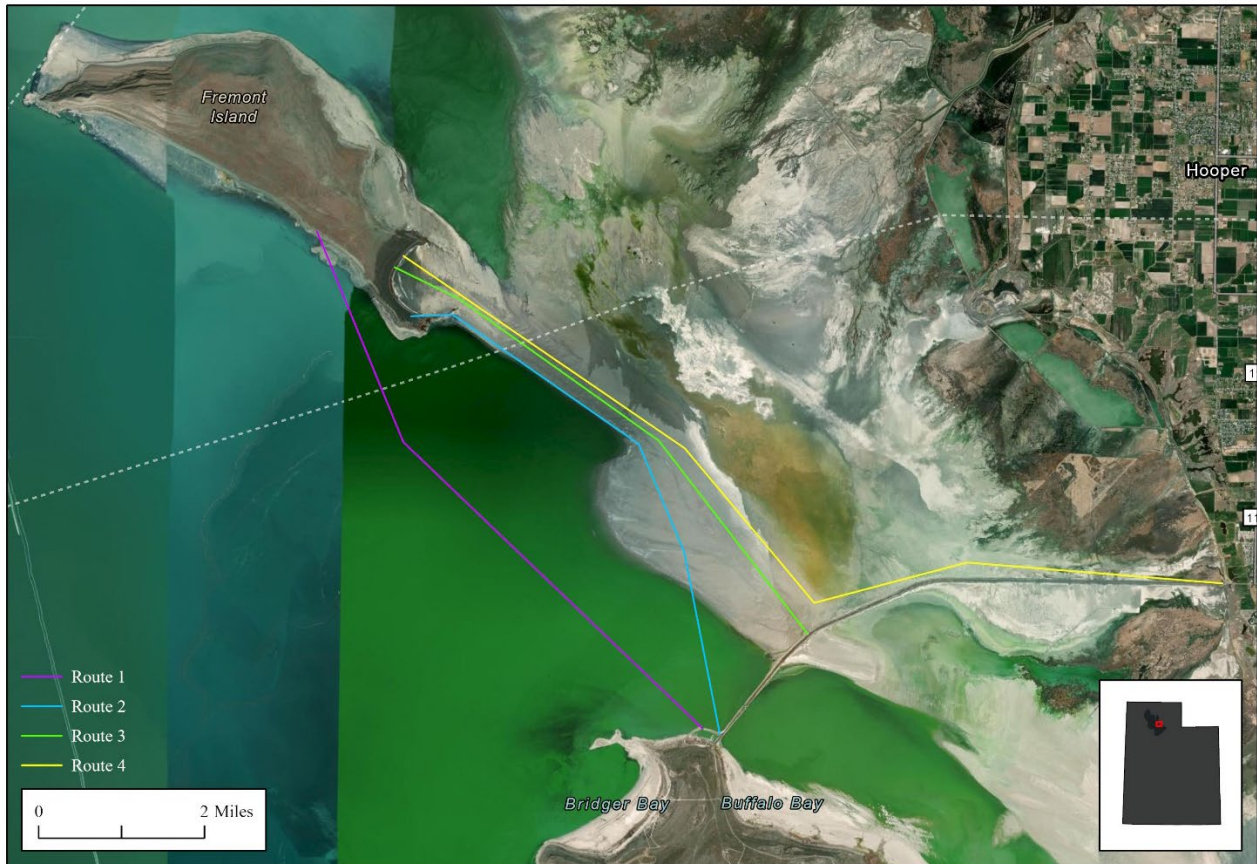


FIGURE 23 | Four potential routes to travel from Antelope to Fremont Island. Transportation options based on water levels are detailed in Table 3.

Fremont Island visitation is currently unregulated as annual visitor counts are relatively low. AISP staff monitor visitation from the gatehouse at the mouth of the Antelope Island causeway. FFSL keeps track of visitors with trail cameras located on the island itself. Difficulty to access Fremont Island significantly limits the number of visitors. The island’s physical isolation acts as a natural management tool for visitation.

Visiting Fremont Island is a large undertaking and potentially dangerous. Visitors are encouraged to take plenty of drinking water, food, and clothing layers. Water and food are unavailable on the island and weather can be unpredictable. Trash and waste on the island must also be packed out. There are no restrooms available. Additionally, erratic weather on GSL could affect travel conditions. The sandbar may become wet or muddy, and areas that appear as dry ground may act as quicksand. Bikes with large tires are highly recommended. Kayaking becomes dangerous during intense storm events. Lastly, cellular phone coverage is unreliable. Emergency services would take a considerable amount of time to reach a person seeking help. Taking necessary safety precautions are of exceptional importance when visiting Fremont Island.

GOALS |

FFSL will manage and monitor safe and well-informed access and visitation through law enforcement, public communication methods, and partnerships with AISP and UDOT DOA. Access inquiries will be resolved by information available on the FFSL website and signs posted at points of access. FFSL will provide authorization should motorized vehicle access become necessary for management or in emergency situations.

OBJECTIVES |

1. FFSL will continue to monitor visitation with trail cameras placed near highly-trafficked areas on Fremont Island. Additionally, FFSL will work with AISP staff to obtain gatehouse visitation data. FFSL will mitigate visitation should activity significantly increase and impact resources negatively.
2. FFSL will continue to work with UDOT DOA to uphold the terms of the MOU that details maintenance of Fremont Island airstrips. UDOT DOA personnel regularly rake and shovel airstrips to ensure they are clear of large weeds and rocks. Wind socks located at each airstrip are additionally maintained.
3. Sovereign Lands Law Enforcement will monitor visitation and island access for compliance with sovereign lands rule and statute. Motorized vehicle use is subject to a fine.
4. FFSL will install signs at points of entry detailing Fremont Island access options, prohibited activities, and necessary safety precautions. The signs will include information about the distance to the island.

Conservation Easement Terms & Conditions

3 | Access (TNC, 2020)

Fremont Island is open for public access by watercraft or non-motorized travel from the bed of GSL. FFSL may restrict access to the property to prevent activities that could diminish or impair conservation values. However, FFSL and TNC will have access to Fremont Island at all times by watercraft, aircraft, or non-motorized travel. TNC must receive authorization to access the island by motorized vehicle.

4.15 | Vehicles (TNC, 2020)

Snowmobiles, dune buggies, motorcycles, all-terrain vehicles, and other types of motorized vehicles are strictly prohibited on Fremont Island. Motorized vehicles may be permitted for property maintenance and management activities or in emergency situations. Electric assisted bicycles are not included in this provision. Manned or unmanned aircraft may be permitted. Any authorized vehicle use must minimize soil erosion, soil compaction, and interference with natural habitats on the island.

CULTURAL RESOURCES

Cultural resources in the state of Utah are managed and protected by the land manager with the State Historic Preservation Office providing advice, technical support, and review in legal compliance. As a land management agency, FFSL regularly partners with the SHPO to inform management of cultural resources on sovereign and state lands. FFSL has also met with the Northwestern Band of the Shoshone to discuss cultural resource concerns. Fremont Island contains cultural resources from early Native Americans, members of John C. Fremont's 1843 GSL expedition, and the Wenner Family. Based on a 2021 cultural resources survey contracted by the SHPO and performed by Cannon Heritage Consultants, additional artifacts may be revealed over time as vegetation changes occur on the island. FFSL manages the preservation and protection of all cultural resources on Fremont Island. Locations of cultural resources will not be disclosed to the public to mitigate against looting and other damage. There is also a potential for exposure of human remains on Fremont Island, and would be protected under State Law pursuant to UCA 76-9-904.

GOALS |

FFSL will monitor known cultural resource sites on Fremont Island to assess changes and visitation impacts. Partnership with the SHPO and Tribal stakeholders will inform necessary management actions. FFSL will implement informed protections that prevent adverse impacts to Fremont Island cultural resources.

OBJECTIVES |

1. The National Register of Historic Places ("NRHP") designation was identified as a viable tool for cultural resource protection in *A Class II Cultural Resource Inventory of Select Sections of Fremont Island* (Cannon, 2021). FFSL will partner with the SHPO and National Park Service ("NPS") to designate appropriate cultural resources on Fremont Island.
2. Conducting additional inventory for cultural resources is needed as the Cannon Heritage Consultants, in *A Class II Cultural Resource Inventory of Select Sections of Fremont Island*, only revisited certain areas of the island. Further, the 2021 survey was obstructed by the prevalence of thick cheatgrass on the island. FFSL will work with the SHPO to engage in further survey efforts.
3. Record already known, but undocumented, historic resources (over 50 years old.) This includes, but is not limited to, the slate mining prospects and historic airstrips (actively used as they are.)

4. The Utah Cultural Site Stewardship Program within SHPO offers volunteer-based monitoring of cultural resource sites on sovereign and state lands. FFSL will work with SHPO to assign a site steward to monitor Fremont Island cultural resources on an annual basis.
5. Explore and implement as prudent, site protection and/or stabilization measures that adhere to the conservation easement. This could include, for example, covering sensitive archaeological features with soil or vegetation to obscure visibility or to stabilize the features from additional erosion.
6. FFSL will work with the NWB and other GSL Tribal stakeholders to inform protections and other required management for Fremont Island cultural resources.

MISCELLANEOUS

Fremont Island is public land for the first time in over 100 years. FFSL continues to learn about the island's robust resources and management necessary for conservation. FFSL acknowledges that there might be resource concerns not addressed in this Property Management Plan. As such, input from State, Federal, Tribal, and Non-Profit partners, as well as members of the public, is greatly encouraged and appreciated. Additionally, research opportunities concerning Fremont Island will be prioritized. FFSL will continue to work with TNC on extraneous issues that may arise. Fremont Island is a unique resource that will be preserved and protected in perpetuity.

Conservation Easement Terms & Conditions

4.2 | Subdivision (TNC, 2020)

Separate conveyance of a portion of Fremont Island, including division or subdivision, is prohibited. The island is to be sold, transferred, or otherwise conveyed only as a whole, single piece of real estate. Ownership of the island cannot be held in undivided interests as tenants in common. FFSL may join separate parcels together, if necessary.

4.6 | New Easements (TNC, 2020)

Granting new easements is prohibited, unless the proposed easement will not adversely impact the conservation values of Fremont Island.

4.7 | Surface Alteration (TNC, 2020)

Surface or soil disturbance through such activities as grading, blasting, filling, sod farming, or earth removal that might alter topography, water systems, or wetlands are prohibited. Reasonable surface alteration under authorized construction projects, wildlife habitat enhancement, or erosion and sediment control are allowed, with appropriate mitigation tactics.

4.16 | Hazardous and Toxic Materials (TNC, 2020)

Dumping or disposal of toxic and hazardous materials on Fremont Island is prohibited. Additionally, storage of hazardous materials is prohibited, unless materials are lawfully stored and used only in necessary quantities.

4.17 | Dumps (TNC, 2020)

Accumulation or dumping of trash, refuse, sewage, or junk is not allowed on Fremont Island. The creation of brush piles, composting, or storage of small equipment do not fall under the dumping restriction.

4.24 | Questionable Activities (TNC, 2020)

Activities not described in the conservation easement or Property Management Plan, whether historic or current, are to be discussed with TNC. TNC must evaluate questionable activities for consistency with conservation values and grant written approval as such. FFSL is not to engage in practices or activities until this permission is granted.

STATE, FEDERAL, TRIBAL, AND NON-PROFIT COORDINATION

The Fremont Island Property Management Plan was completed in coordination with multiple State, Federal, Tribal, and Non-Profit partners. Different GSL stakeholders specialize in management of different resources. As such, FFSL actively recruits external expertise to effectively manage sovereign and state land. Coordination with stakeholders yields better monitoring and research, which adds to the information base that helps FFSL managers make good decisions and minimize impacts to Fremont Island. State, Federal, Tribal, and Non-Profit stakeholder input is invaluable to FFSL's management objectives on Fremont Island. FFSL will continue to utilize and build on these partnerships into the future.

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APPENDIX

A. CONSERVATION EASEMENT



W3106938

WHEN RECORDED RETURN TO:

The Nature Conservancy
Legal Department
559 East South Temple
Salt Lake City, UT 84102

E# 3106938 PG 1 OF 23
Leann H. Kilts, WEBER COUNTY RECORDER
04-Dec-20 09:56 AM FEE \$40.00 DEP DA
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

**DEED OF CONSERVATION EASEMENT
Great Salt Lake (Palladium Foundation) Utah**

This Deed of Conservation Easement (“**Conservation Easement**”) is made on November 20, 2020 (the “**Conservation Easement Date**”) by Palladium Foundation, a Utah non-profit corporation, located in Salt Lake City, UT (“**Landowner**”) and The Nature Conservancy, a District of Columbia non-profit corporation, 4245 N. Fairfax Dr., Arlington, VA 22203 (“**Holder**”).

Exhibits to this Conservation Easement include the following, which are incorporated into this Conservation Easement by reference:

- Exhibit A – Property Description; and
- Exhibit B – Property Map.

RECITALS

A. Landowner is the owner in fee simple of the property known as Fremont Island, which is legally described in **Exhibit A** and located in Weber County, Utah (the “**Property**”). The Property is generally depicted on the Property Map attached hereto as **Exhibit B**. For purposes of this Conservation Easement, the Property includes any and all water and water rights, whether surface water rights or underground water rights, approved by order of the Utah State Engineer, certificated or decreed for use on the Property, any diligence claims and underground water claims, water contracts, water allotments, connections, shares of stock in irrigation, water or mutual companies, together with all ditches, headgates, diversion structures, springs, and reservoirs that are owned by Landowner and any associated easements and rights of way to convey the water and water rights from their point of diversion to their place of use on the Property (the “**Water Rights**”).

B. Holder is a “qualified organization” as that term is defined in 26 USC 170(h)(3) and applicable regulations, whose mission is to conserve the lands and waters on which all life depends.

C. The State of Utah has authorized the creation of conservation easements pursuant to Utah Code Title 57, Chapter 18, and Landowner and Holder wish to avail themselves of the provisions of that law without intending that the existence of this Conservation Easement be dependent on the continuing existence of such law.

D. The Property is a natural area that consists of “a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in 26 U.S.C. § 170(h)(4)(A)(ii) and applicable regulations. The Property is located within Great Salt Lake and is one of the Lake’s largest islands. The Property provides critical foraging and staging habitat for populations of shorebirds and migratory birds that depend upon the Great Salt Lake ecosystem on their long migration path. Despite numerous pressures to be developed over the decades, Fremont Island’s habitat has remained largely undisturbed.

E. The Property is also of great historical significance. Native Americans including the Fremont People (named for the Fremont River) lived amid the Lake’s wetlands 1,000 years ago and knew the island well. In September 1843, explorer John C. Fremont and famous frontiersman Kit Carson, began exploring the island, and, climbing to the highest point, drew the nation’s first map of Great Salt Lake and surrounding geologic features. Carson carved a six-inch cross into a rock at the north end of the island which can be seen to this day.

F. The attributes of the Property described in these Recitals and in the Easement Documentation Report referenced below are collectively referred to in this Conservation Easement as the “**Conservation Values.**” These Conservation Values are of great importance to Landowner, Holder, and the people of Utah, and protection thereof will yield a significant public benefit.

GRANT OF EASEMENT AND TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the facts recited above and of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an absolute and unconditional gift, Landowner hereby grants, warrants and conveys unto Holder a Conservation Easement in perpetuity on, over, across, under and above the Property as set forth herein, and Landowner and its respective heirs, successors, agents, assigns, lessees and any other person claiming under Landowner must comply with all terms and conditions of this Conservation Easement.

1. **PURPOSE.** The purpose of this Conservation Easement is to preserve and protect in perpetuity the Conservation Values (the “**Conservation Purpose**”) described in the Recitals above and in the Report referenced below.

2. **BASELINE DOCUMENTATION REPORT.** The parties acknowledge that a Baseline Documentation Report (the “**Report**”) has been prepared and approved in writing by Holder and Landowner. The Report contains: (a) an accurate representation of the natural resources and physical condition of the Property at the time of this conveyance, (b) a description of the current and historical uses of the Property, and (c) a statement signed by Landowner and a representative of Holder as required by Treasury Regulations §1.170A-14(g)(5)(i). The Report may be used to determine compliance with, and to enforce, the terms of this Conservation Easement; however, the parties are not precluded from using other relevant evidence or information to assist in that determination or for enforcement of this Conservation Easement. In case of any conflict or inconsistency between the terms of the

Conservation Easement and the Report, the terms of this Conservation Easement shall prevail. A copy of the Report is on file with Landowner and Holder at their respective addresses for notices set forth below.

3. **ACCESS.** It is the intention of Landowner that the Property be open for public access via watercraft from the water at Great Salt Lake and via non-motorized travel from the bed of Great Salt Lake. Landowner may restrict access to the Property or any portion thereof to prevent activities that could diminish or impair the Conservation Values or as provided in the Property Management Plan. Landowner and Holder agree Holder's access to the Property in order to exercise Holder's rights under Section 6 of this Conservation Easement will not be deemed by Landowner to be activities that could diminish or impair the Conservation Values or deem to be restricted under the Property Management Plan. Landowner has unlimited access to the Property via any method at any time. Holder may access the Property at any time via watercraft, aircraft or non-motorized travel from the bed of the Great Salt Lake. To access the island via motorized vehicle, Holder must obtain authorization from Landowner.

4. **PROPERTY USES.** The following uses and practices by Landowner are not an exhaustive recital of uses and practices that are permitted, limited, and/or prohibited on the Property. Certain of these uses and practices are subject to specified conditions described herein or in a "**Property Management Plan**," which the parties may develop at their discretion. The Property Management Plan is a written plan developed by Landowner and Holder consistent with the terms of this Conservation Easement related to the management of the Property. Notwithstanding any other terms of this Conservation Easement or the Property Management Plan, no uses will be allowed that are inconsistent with the Conservation Easement's protection of the Conservation Values or that adversely impact the restoration or conservation of the Conservation Values.

4.1 **Agricultural Uses.** The production, processing and marketing of livestock and agricultural products is prohibited except for livestock grazing associated with property management, for example, to control invasive weeds, or as provided for in a Property Management Plan.

4.2 **Subdivision.** Separate conveyance of a portion of the Property or division or subdivision of the Property is prohibited. Notwithstanding the fact that, as of the Conservation Easement Date, the Property might consist of separate legal parcels, the terms and conditions of this Conservation Easement shall apply to the Property as a whole, and the Property shall not be sold, transferred, or otherwise conveyed except as a whole, intact, single piece of real estate, it being expressly agreed that neither Landowner nor Landowner's personal representative, heirs, successors, or assigns shall sell, transfer, or otherwise convey any portion of the Property that constitutes less than the entire Property. Notwithstanding the foregoing, boundary line adjustments or land exchanges are permitted with the prior written consent of Holder, which consent shall not be unreasonably withheld, provided such adjustments or exchanges further the Conservation Purpose of this Conservation Easement. Furthermore, the parcels conveyed out in any boundary line adjustment or exchange shall remain encumbered by the terms of this Conservation Easement. Ownership of the Property may not be

held in the form of undivided interests as tenants in common. Landowner may seek to have separate parcels joined together as a single parcel.

4.3 Industrial Activities. Industrial activities on the Property are prohibited, except as permitted by Holder.

4.4 Construction of Buildings and Structures. Construction or placement of any Buildings or Structures is prohibited except as provided below in this Section 4.4. As used throughout this Conservation Easement, the term “**Building**” shall mean an enclosed space with walls and a roof that provides shelter or housing or provides working, office, parking, display space, including, but not limited to barns, sheds, cabins, garages, temporary living quarters of any sort, and mobile homes. As used throughout this Conservation Easement, the term “**Structure**” shall mean a man-made improvement, such as a dock, picnic pavilion, sign, billboard or other advertising material, utility tower, etc., that is not a Building, fence, or road. The term “Structure(s)” shall not be deemed to include water related structures, including without limitation, water tanks or well or pump houses.

4.4.1 Maintenance, repair, and/or remodel of any existing Buildings and Structures as documented in the Report are permitted. If a Building or Structure on the Property is destroyed, Landowner may replace it with a Building or Structure in the same location and of similar size, function and capacity, unless alternative location, size, function and capacity are mutually agreed upon by Landowner and Holder.

4.4.2 Recreational structures including but not limited to shade structures, picnic tables, restrooms, and interpretational signs may be installed in a limited capacity so as to not adversely affect the Conservation Values. Recreational infrastructure shall be for the sole purpose of accommodating day-use activities discussed in Section 4.12. Any disturbed areas shall be revegetated and restored by Landowner to a natural condition with native vegetation as soon as is practicably possible after completion of any construction permitted by this Conservation Easement.

4.4.3 Existing fences and corrals may be maintained and replaced and new fences and corrals constructed, provided any new construction shall not exclude or unduly restrict wildlife movement or otherwise adversely affect the Conservation Values.

4.4.4 Fences or barriers for purposes of protecting historical or cultural resources and artifacts from vandalism are permitted, after consultation with appropriate state and/or tribal representatives, and provided that such fences or barriers otherwise comply with the terms of this Conservation Easement.

4.4.5 Utilities to serve approved Buildings and Structures may be constructed and installed provided that such utilities do not have an adverse

impact on Conservation Values. Any areas disturbed during construction shall be revegetated and restored by Landowner to a natural condition with native vegetation as soon as is practicably possible after completion of any utility construction permitted by this Conservation Easement.

4.5 Roads and Trails. The construction, reconstruction, or replacement of any roads and trails is prohibited, except as set forth in the remainder of this Section 4.5. Landowner may maintain roads and trails that exist on the Property as of the Conservation Easement Date to the same or similar level of improvement for each that exists as of such date, provided, however, Landowner may pave existing roads and trails when such paving is done to provide an ecological benefit to the Property such as erosion prevention. Landowner may construct and maintain new roads (including parking areas) and trails on the Property, provided that: (i) such new roads and trails are reasonably necessary for the uses permitted by this Conservation Easement; (ii) Landowner will have consulted with Holder as to the location of such new roads and trails; and (iii) such new roads and trails will not be constructed below the high water mark of any natural or artificial water feature and will also comply with all terms and conditions of this Conservation Easement. The granting of new roadway easements is subject to this Conservation Easement and shall be prohibited unless Landowner and Holder agree the roadway will not adversely impact the Conservation Values.

4.6 New Easements. The granting or modification of new rights of way or easements is prohibited unless Landowner and Holder agree that the proposed use of the right of way or easement will not adversely impact the Conservation Values.

4.7 Surface Alteration. Grading, blasting, filling, sod farming, earth removal or any other activity that will disturb the soil surface or materially alter the topography, surface or subsurface water systems, or wetlands of the Property is prohibited, except as reasonably necessary to conduct authorized construction or authorized property maintenance in accordance with this Conservation Easement, or for the purpose of wildlife habitat enhancement or erosion and sediment control in accordance with a Property Management Plan.

4.8 Mining. Mining or extraction of soil, sand, gravel, rock, oil, natural gas, helium, carbon dioxide, coalbed methane, uranium, fuel, or any other mineral substance of any kind or description (“**Minerals**”) owned by Landowner as of the Conservation Easement Date using any surface mining, subsurface mining, or dredging or fracking method is prohibited. As of the Conservation Easement Date, Landowner and Holder are not aware of Minerals that are severed from the surface estate as of the Conservation Easement Date. In the event Landowner at any time becomes the owner or controls any Minerals that are severed as of the Conservation Easement Date, Landowner shall convey for no monetary consideration a conservation easement encumbering such Minerals to Holder, the terms of which shall be consistent with this Conservation Easement.

Holder intends, and Landowner acknowledges and agrees, that in addition to its interest as easement holder, Holder shall have all rights of a surface owner to receive notices of proposed mineral activities by third parties, to take appropriate action to protect the Conservation Purposes of this Easement, and, at Holder's election, to be a party to any lease or agreement pertaining to mineral exploration, development, operations and reclamation. Accordingly, Landowner shall provide Holder with any notices Landowner receives related to the exploration, development, operations, and reclamation of any Minerals by third parties, and Holder must approve in advance in writing, or at its election, be a party to, any such lease or agreement, including any agreement permitted or required of a surface owner under state or federal law between Landowner and owners or lessees of Minerals. Holder may withhold consent or agreement in its reasonable discretion if it determines that the proposed mining activities or mining related uses would diminish or impair the Conservation Values, are inconsistent with the preservation of the Conservation Values or terms of this Conservation Easement, or are not authorized under the terms of the mineral reservation or mineral lease or other agreement under which the third party purports to have an interest in the Minerals.

4.9 Renewable Energy. Renewable energy production is allowed solely for non-commercial purposes to be used on the Property in connection with permitted uses and only after Landowner and Holder have agreed that the Conservation Values will not be adversely impacted. Renewable energy sources on the Property must be built and maintained in accordance with any local zoning ordinance and applicable State and Federal law. Renewable energy sources must be constructed and maintained with minimal impact on the Conservation Values of the Property, consistent with the purposes of the Conservation Easement, and in compliance with all terms of this Conservation Easement. Any disturbed areas shall be revegetated and restored by Landowner to a natural condition with native vegetation as soon as is practicably possible after completion of any utility construction permitted by this Conservation Easement.

4.10 Crop Cultivation. The cultivation or production of crops, non-perennial forages for human or domestic animal consumption, crop seed production, or planting of orchards, vineyards, berries, tree farms, or other perennial non-grassland agricultural product is prohibited.

4.11 Conversion of Native Vegetation. Conversion of native vegetation to exotic species or the introduction of non-native plant species is prohibited, except pursuant to the terms and conditions of a Property Management Plan.

4.12 Recreational, Educational, and Other Activities. Consistent with Section 3 (Access) of this Conservation Easement and any applicable Property Management Plan, recreational, educational, and other activities that are both non-developed and non-consumptive, including but not limited to hiking, bicycling, including electric assisted bicycles, picnicking, bird watching, and wildlife observation, are permitted if they do not negatively affect the Conservation Values. Landowner and Holder

recognize that motorized and non-motorized watercraft, including, but not limited to, airboats, sailboats, kayaks, and canoes, may land and launch from the Property. Activities including but not limited to filming, bioprospecting, scientific research, or commercial tours of the island may be permitted by Landowner as long as they are consistent with the Property Management Plan and if they do not negatively affect the Conservation Values.

4.13 Hunting, Shooting and Fishing. Hunting, fishing and recreational shooting of any kind are prohibited on the Property, except as provided for in Section 4.14.

4.14 Problem Animals. Trapping or other methods of managing animals is prohibited except as reasonably necessary for controlling predatory or problem animals, or invasive animal species. Landowner shall comply with all applicable laws and use selective and humane control techniques, including, where practicable, non-lethal deterrents and management.

4.15 Vehicles. Except (a) as necessary to conduct permitted construction or permitted property maintenance and management activities, (b) in emergency situations, or (c) as permitted by Landowner, including in any Property Management Plan, there shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles (ATVs) or any other types of motorized vehicles on the Property. Motorized vehicles do not include electric assisted bicycles. All permitted vehicle use shall be conducted in a manner that minimizes soil erosion, soil compaction, or in the interference with vegetation or the natural habitat of animal species or other Conservation Values on the Property. The temporary use of vehicular campers owned by Landowner is permitted as appropriate to accommodate property management needs. The use of manned or un-manned aircraft, including, but not limited to drones, helicopters, or small planes, may be permitted by Landowner consistent with the Conservation Values and any Property Management Plan.

4.16 Hazardous and Toxic Materials. The dumping or other disposal of toxic and/or Hazardous Materials (as such term is defined in Section 18.3 below) on the Property is prohibited. The storage of Hazardous Materials on the Property is also prohibited, except as lawfully stored and used in necessary quantities exclusively by Landowner in accordance with applicable state and federal regulations and in connection with the permitted uses set forth herein. Notwithstanding anything in this Conservation Easement to the contrary, this prohibition does not make Holder an owner of the Property, nor does it permit Holder to control any use of the Property by Landowner which may result in the storage, dumping or disposal of Hazardous Materials; provided, however, that Holder may bring an action to protect the Conservation Values of the Property, as described in this Conservation Easement.

4.17 Dumps. Accumulation or dumping of trash, refuse, sewage, or junk is not allowed on the Property. This restriction will not prevent generally accepted property management needs, such as creation of brush piles, composting, or the storage of small equipment or organic matter on the Property.

4.18 Agricultural Chemical Use. Landowner reserves the right to manage noxious weeds and pests on the Property using accepted management practices, including but not limited to use of herbicides, pesticides, fungicides, biocides, defoliants, and natural controls for the control of noxious weeds and pests, provided that (i) such use must be in compliance with all applicable federal, state, and local statutes and regulations, (ii) such use must be in those amounts and with a frequency of application that constitutes the minimum necessary for control; (iii) such use must be applied consistent with labeled instructions, and (iv) such use is consistent with the Conservation Values. Notwithstanding the foregoing, aerial or other indiscriminate broadcast application of biocides, herbicides, defoliants, chemical fertilizer or other chemicals is permitted only as allowed in a Property Management Plan.

4.19 Introduction of Species. The introduction of non-native animal species on the Property is prohibited, except livestock utilized for noxious weed control as described in a Property Management Plan.

4.20 Native Vegetation and Brush Management. Native vegetation and brush clearing is permitted, provided such activities are carried out in accordance with a Property Management Plan.

4.21 Water Courses and Wetlands. Any new and intentional manipulation, diversion, or other alteration of natural water courses, wetlands, or other natural bodies of water, any new practice that degrades or destabilizes their natural banks or shorelines, any new pumping of groundwater, or any other new development of water resources is prohibited, except as allowed in a Property Management Plan.

4.22 Water Rights. As of the Conservation Easement Date, Landowner and Holder are not aware of any valid existing Water Rights associated with the Property. Landowner may use any and all of Landowner's Water Rights for permitted uses on the Property and may acquire, sell, or trade additional water rights for such purposes, including but not limited to changes in use, changes in diversion, changes in pumping location, and the rerouting of pipelines. The Water Rights may not (a) be changed to or used for municipal, industrial, non-agricultural or non-ranching commercial uses, or other new uses, (b) be changed for use other than on the Property, (c) be sold, leased, encumbered separately from the Property or otherwise legally separated from the Property, or (d) have their points of diversion, or their type or place of use within the Property substantially changed, except after a written determination by Holder in its reasonable discretion that such change, sale, lease or encumbrance, does not impair the Conservation Values of the Property. No loss of any or all of the Water Rights through injury, forfeiture or abandonment, shall be considered a loss, severance or other transfer of the Water Rights from the Property for federal or state tax or other purposes. Nothing in this paragraph shall be deemed to interfere with third parties who may have valid existing rights, as of the date of this Conservation Easement, to access and use their existing water rights or related infrastructure on the Property.

4.23 Feedlots. Establishment and operation of a livestock feedlot (which shall be defined for purposes of this Conservation Easement as a permanently constructed confined area within which the land is not grazed or cropped annually, and which is used and maintained for purposes of engaging in the business of the reception and feeding of livestock) is prohibited. Nothing in this section shall prevent seasonal confinement of livestock into an area for feeding or from leasing pasture for the grazing of livestock owned by others or for pasture finishing animals for slaughter.

4.24 Questionable Activities. If any question exists regarding whether historic, current, or new practices or activities are permitted or would be inconsistent with the Conservation Purposes or would diminish or impair the Conservation Values, Landowner shall notify Holder in writing and obtain Holder's written approval, not to be unreasonably withheld, prior to engaging in such practices or activities.

5. NOTICE AND APPROVAL REQUIREMENTS.

5.1 Notice. Landowner hereby agrees to notify Holder in writing fifteen (15) days before exercising any expressly reserved or retained right under this Conservation Easement that may have an adverse impact on the Conservation Values (unless a different time period is otherwise expressly required in this Conservation Easement).

5.2 Approval. When Holder's approval is required by this Conservation Easement prior to Landowner engaging in a particular activity, Landowner's request for approval shall be in writing and contain detailed information regarding the proposed activity. Such a request shall be delivered to Holder at least sixty (60) days prior to the anticipated start date of such activity. Holder agrees to use reasonable diligence to respond to the request within 60 days after receipt; provided, however, that approval shall not be deemed to have been given in the event of Holder's delay in response. This paragraph is only intended to apply to requests for approval of activities which are expressly allowed in the Conservation Easement but are subject to Holder's approval or consent. It is not intended for any other purpose, including, without limitation, to request approval for activities that are expressly prohibited or activities for which an amendment of this Conservation Easement is needed.

6. HOLDER'S RIGHTS.

6.1 Holder's Rights. To accomplish the Conservation Purpose, the following rights are granted to Holder (and Holder's authorized agents and representatives) by this Conservation Easement:

6.1.1 Right to Enforce. The right to preserve and protect the Conservation Values of the Property and enforce the terms of this Conservation Easement.

6.1.2 Right of Entry. The right to enter the Property at reasonable times for the purposes of: (a) inspecting the Property to determine if there is compliance with the terms of this Conservation Easement; (b) obtaining evidence for the

purpose of seeking judicial enforcement of this Conservation Easement; (c) attending to the Water Rights on the Property as described herein; provided, however, that the foregoing rights of Holder shall not relieve Landowner from any obligations to comply with the terms of this Conservation Easement or waive any of Holder's rights or remedies to enforce this Conservation Easement against any violation.

Holder agrees that entry will be done in a manner that will not unreasonably interfere with Landowner's permitted uses of the Property. Holder also agrees to provide advance notice to Landowner prior to entering the Property, except in any case where immediate entry is necessary or desirable to prevent, terminate, or mitigate damage to, or the destruction of, the Conservation Values, or to prevent, terminate or mitigate a violation of the terms of this Conservation Easement. In the event Landowner elects to maintain gated, locked access to and through the Property, Landowner shall provide Holder with keys or the combination for all such locks. This right of entry shall include the right to access the Property over roads owned by Landowner and any rights-of-way or other access ways now or hereafter available to Landowner for access to the Property.

6.1.3. Water Rights. As of the Conservation Easement Date, Landowner and Holder are unaware of any valid existing Water Rights on the Property. Nevertheless, if Water Rights are subject to a threat of forfeiture or abandonment, Holder has the right, but not the obligation, to (i) enter upon the Property and undertake any and all actions reasonably necessary to continue the use of the historic Water Rights, or (ii) after 90 days written notice to Landowner, to make application to the Utah State Engineer's Office for non-use or other status to protect the Water Rights from forfeiture or abandonment.

If Landowner fails to pay any assessments for Water Rights, Holder shall have the right, but not the obligation, to pay any such assessments to preserve the availability or validity of Water Rights.

7. VIOLATION AND REMEDIES.

7.1 Notice of Violation; Corrective Action. If Holder determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Holder shall give written notice to Landowner of such violation and demand corrective action sufficient to (a) cure the violation, and (b) where the violation involves injury to the Property resulting from any use or activity inconsistent with the Conservation Purpose, restore the portion of the Property so injured to its condition before the violation occurred, or to a condition otherwise acceptable to Holder, in accordance with a plan approved by Holder.

7.2 Injunctive Relief. If Landowner fails to cure the violation or threatened violation of this Conservation Easement, fails to comply with any affirmative

obligation under this Conservation Easement, or fails to cause such other corrective action to be taken as requested by Holder within forty-five (45) days after receipt of notice thereof from Holder, or under circumstances where the violation cannot reasonably be cured within the forty-five (45) day period, fails to make good faith efforts to initiate and pursue the requested corrective action within the forty-five (45) day period, Holder may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury or to a condition otherwise acceptable to Holder (regardless of whether the costs of restoration exceed the value of the Property). Holder shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Property, and Landowner waives any bond requirement otherwise applicable to any petition for such relief.

7.3 Damages. Holder shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including, without limitation, damages for the loss of environmental, ecologic, scenic or aesthetic values.

7.4 Emergency Enforcement. If Holder, in its sole discretion, determines that circumstances require immediate action to prevent, terminate or mitigate significant damage to the Conservation Values of the Property, or to prevent, terminate or mitigate a violation of this Conservation Easement, Holder may pursue its remedies under this section without prior notice to Landowner and/or without waiting for the period provided for cure to expire.

7.5 Scope of Relief. Holder's rights under this section apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Holder's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Holder shall be entitled to the injunctive relief described above, both prohibitive and mandatory, in addition to such other relief to which Holder may be entitled, including without limitation: (a) specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; and (b) the right to enter the Property to undertake any corrective action Holder may elect to complete. Holder's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7.6 Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce any right or obligation under this Conservation Easement, or to interpret any of the provisions of this Conservation Easement, if the court determines that Landowner has failed to comply with this Conservation Easement, Landowner shall reimburse Holder for any reasonable costs associated with enforcement, including Holder's staff time, costs of restoration, court costs and reasonable attorneys' fees, in addition to any other payments ordered by such court. However, if Holder initiates litigation and the court determines that Landowner has complied with all the terms of

this Conservation Easement and that Holder initiated litigation in bad faith, then Holder shall reimburse Landowner for any reasonable costs of defending such action, including court costs and reasonable attorneys' fees.

7.7 Forbearance. Holder's forbearance in exercising its rights under this Conservation Easement in the event of a violation of the terms of this Conservation Easement shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Holder's rights under this Conservation Easement. No delay or omission by Holder in the exercise of any right or remedy upon any breach by Landowner shall impair such right or remedy or be construed as a waiver.

7.8 Waiver of Certain Defenses. Landowner hereby waives any defense of laches, estoppel or prescription with respect to any failure to act or any delay by Holder in enforcing any restriction or exercising any rights under this Conservation Easement.

7.9 Acts Beyond Landowner's Control. Nothing contained in this Conservation Easement shall be construed to entitle Holder to bring an action against Landowner for any injury to or change in the Property resulting from causes beyond Landowner's control, including, without limitation, fire, flood, storm, infestations, earth movement, acts of third parties legally authorized to act by recorded instrument or other legally established rights, the wrongful acts of third parties other than Landowner's agents, employees, invitees or contractors (provided Landowner has taken reasonable steps to prevent such third parties from trespassing and from causing harm to the Property and has not consented to or participated in the acts of such third parties), or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Landowner shall promptly notify Holder of any occurrence that would adversely affect or interfere with the Conservation Purpose, whether caused by Landowner's acts or omissions or by a third party or parties. In the event of violations of this Conservation Easement caused by the wrongful acts of a third party, Landowner shall cooperate fully with Holder in enforcement of this Conservation Easement.

7.10 Enforcement Rights of Others. Nothing in this Conservation Easement is intended to create any right to enforce this Conservation Easement in any third party where no such right otherwise exists under this Conservation Easement or under law.

8. **COSTS AND LIABILITIES**. Landowner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, or the protection of Landowner, the public, or any third parties from risks relating to conditions on the Property. Landowner shall maintain adequate comprehensive general liability insurance coverage on the Property. Landowner shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Landowner. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the

Property by competent authority. Holder may, at its discretion, pay any outstanding taxes or assessments and shall then be entitled to reimbursement by Landowner.

9. **TRANSFER OF EASEMENT.** The parties recognize and agree that the benefits of this Conservation Easement are in gross and assignable. Holder shall have the right to transfer or assign this Conservation Easement to an entity that: (a) satisfies the requirements of Section 170(h)(3) of the U.S. Internal Revenue Code (or successor provisions thereof) and is qualified to hold the Conservation Easement under applicable state law; and (b) as a condition of transfer, agrees to uphold the Conservation Purpose of this Conservation Easement, as required in Treasury Regulations Section 1.170A-14, as amended. Holder agrees to notify Landowner of any pending transfer at least thirty (30) days in advance of transfer and to provide Landowner with a copy of any legal instrument affecting such transfer within thirty (30) days following its execution. The failure of Holder to comply with this section shall not impair the validity of the Conservation Easement or limit its enforceability in any way. If Holder ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this Conservation Easement to another qualified organization having similar purposes that agrees to assume the responsibility. In the event Holder transfers or assigns this Conservation Easement, in whole or in part, Holder is hereby granted the right to reserve a third-party right of enforcement if Holder so elects at the time of transfer.

10. **TRANSFER OF PROPERTY.** As set forth below, Landowner agrees that a reference to this Conservation Easement will be inserted by Landowner in any subsequent deed or other legal instrument by which Landowner divests either the fee simple title or possessory interest in the Property, including without limitation a leasehold or mortgage interest. Landowner agrees to notify Holder of any pending transfer in advance of transfer, unless prohibited by legal agreement with the buyer, and to provide Holder with a copy of any legal instrument affecting such transfer within thirty (30) days following its execution. The failure of Landowner to comply with this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest of Landowner, by acceptance of a deed or other document purporting to convey an interest in the Property, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions and conditions of this Conservation Easement.

11. **EASEMENT VALUATION, EXTINGUISHMENT, TERMINATION, EMINENT DOMAIN.**

11.1 **Value of Easement and Proceeds.** Landowner hereby agrees that as of the Conservation Easement Date, this Conservation Easement gives rise to a real property right, immediately vested in Holder, with a fair market value that is at least equal to the proportionate value that this Conservation Easement bears to the value of the Property as a whole as of the Conservation Easement Date, and which the parties agree is 50%. Accordingly, if this Conservation Easement is extinguished, terminated, or taken by eminent domain as described below, then prior to the payment of any expenses reasonably incurred by Holder and Landowner in connection with such eminent domain action, Holder on any sale, exchange or involuntary conversion of the

Property shall be entitled to a portion of the proceeds at least equal to that proportionate value. Holder's interest shall be valued at the greater of the following: (1) the proportionate value that the Conservation Easement as of the Conservation Easement Date bears to the value of the Property as a whole as of the Conservation Easement Date, as stated above; or (2) the proportionate value that this Conservation Easement at the time of termination, extinguishment or condemnation bears to the then value of the Property as a whole. Holder shall use any proceeds received in conjunction with this provision and the following provisions in a manner consistent with the Conservation Purpose.

11.2 Extinguishment or Termination. This Conservation Easement may be released, terminated or otherwise extinguished, whether in whole or in part, only if (i) a court with jurisdiction determines a subsequent unexpected change in conditions surrounding the Property makes impossible or impractical the continued use of the Property for the Conservation Purpose of this Conservation Easement; and (ii) any conditions or limitations imposed by federal and state law are also complied with. No loss of any or all of the Water Rights through injury or abandonment will be considered a termination or extinguishment of all or any part of this Conservation Easement.

11.3 Eminent Domain. Whenever all or part of the Property is taken with authority to exercise eminent domain by public, corporate, or other authority so as to terminate or extinguish the restrictions imposed by or so as to make it impossible to fulfill the Conservation Purpose of this Conservation Easement, Landowner and Holder shall join in appropriate actions and negotiations at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the value of Landowner's and Holder's interests, as described above.

12. CHANGED CONDITIONS. In granting this Conservation Easement, Landowner has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. In addition, the unprofitability of conducting or implementing any or all of the uses permitted under the terms of this Conservation Easement shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment. It is the intent of both Landowner and Holder that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

13. INTERPRETATION. This Conservation Easement shall be interpreted under the laws of the state in which the Property is located, resolving any ambiguities and questions of the validity of specific provisions to give maximum effect to its Conservation Purpose. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party has reviewed and

revised this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement. In the event of any conflict between the provisions of this Conservation Easement and the provisions of any use and zoning restrictions of the state or county in which the Property is located, or any other governmental entity with jurisdiction, the more restrictive provisions shall apply.

14. **INDEMNIFICATION.** Landowner hereby agrees to indemnify, defend (with counsel approved by Holder, which approval will not be unreasonably withheld) and hold harmless Holder and each of its officers, directors, employees, agents, invitees, and contractors from and against any and all claims, costs, liabilities, penalties, damages, or expenses of any kind or nature whatsoever (including, but not limited to, court costs and reasonable attorneys' fees and expenses) arising or resulting from this Conservation Easement or any activities on the Property, except to the extent caused by the gross negligence or intentional misconduct of Holder. Landowner shall hold harmless and indemnify Holder and its directors, officers and employees against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with Landowner's representations and warranties in this Conservation Easement.

15. **TITLE.** To the best of its knowledge and to the extent laid out in the due diligence documentation previously exchanged between Landowner and Holder, Landowner covenants, represents and warrants that (i) Landowner is the sole owner and is seized of the Property (except the Water Rights) in fee simple, has good right to grant and convey this Conservation Easement, and will defend title against all claiming by, through, or under Landowner, but not otherwise; (ii) the Property is free and clear of any and all encumbrances, except those appearing of record in the Weber County Recorder's Office; (iii) Holder shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement; and (iv) there is no pending or threatened litigation in any way affecting, involving or relating to the Property. With respect to the Water Rights, Landowner makes no representations or warranties as to their validity, accuracy, status, or useability.

16. **NOTICES.** Any notices required by this Conservation Easement shall be in writing and shall be served by any of the following means: (i) by delivery in person, in which case notice shall be deemed given upon delivery (or refusal of delivery), (ii) by certified U.S. mail, return receipt requested, postage prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit in the mail, or (iii) by reputable commercial courier service, charges prepaid, in which case notice shall be deemed given upon the earlier of the date of first attempted delivery or the third day after deposit with the courier service. All notices shall be sent to the following addresses, or such other address as either party may hereafter specify by written notice to the other:

Landowner:
Address on file with Holder

Holder:
The Nature Conservancy
Attention: Land Protection/Stewardship Dept.
559 East South Temple
Salt Lake City, UT 84102

17. **DENSITY.** Neither the Property nor any portion of it shall be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights plan, cluster development arrangement or otherwise.

18. **ENVIRONMENTAL LIABILITY.** Landowner is solely responsible, and Holder has no responsibility, for the operation of the Property or the monitoring of hazardous or other conditions thereon.

18.1 To the best of its knowledge, Landowner covenants, represents and warrants that no Hazardous Materials (as defined below) exist or have been generated, treated, stored, used, disposed of, or deposited in or on the Property except items used strictly for agricultural operations on the Property, and that there are no underground storage tanks located on the Property. Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws (as defined below). Landowner warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with, or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substances and wastes are defined by applicable federal and state law.

18.2 “**Environmental Laws**” means any and all Federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use laws and regulations as may now or at any time hereafter be in effect.

18.3 “**Hazardous Materials**” means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment. The term “**Hazardous Materials**” shall also include related materials defined in the CERCLA (42 USC 9601 et seq.), and the Hazardous Materials Transportation Act (49 USC section 6901 et seq.), and in the regulations adopted and publications promulgated

pursuant to them, or any other applicable federal, state, or local laws, ordinances, rules, or regulations now in effect or enacted after this date.

Landowner shall hold harmless and indemnify Holder and its directors, officers and employees, against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Landowner or any other prior owner of the Property. Landowner's indemnification obligation shall not be affected by any authorizations provided by Holder to Landowner with respect to the Property or any restoration activities carried out by Holder at the Property; provided, however, that Holder shall be responsible for any Hazardous Materials contributed after the Conservation Easement Date to the Property by Holder.

19. **COMPLIANCE WITH APPLICABLE LAWS.** Landowner shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property. Nothing herein shall be construed to allow Landowner to engage in any activity which is restricted or prohibited by law, restrictions or other requirements applicable to the Property.

20. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

21. **SUCCESSOR LIABILITIES.** Every provision of this Conservation Easement that applies to Landowner or Holder shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. A person's or entity's obligation hereunder as Landowner, or successor owner of the Property, shall be joint and several, and will cease if and when such person or entity ceases to have any present, partial, contingent, collateral, or future interest in the Property (or pertinent portion thereof), but only to the extent that the Property (or relevant portion thereof) is then in compliance herewith. Responsibility of Landowner for breaches of this Conservation Easement that occur prior to transfer of title will survive such transfer, provided that the new owner shall also be responsible for bringing the Property into compliance.

22. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Holder is authorized to re-record this instrument or any other appropriate notice or instrument. Landowner agrees to execute any such instruments upon Holder's reasonable request.

23. **SUBSEQUENT LIENS ON PROPERTY.** No provision of this Conservation Easement should be construed as impairing the ability of Landowner to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement and does not allow anything that is prohibited in this Conservation Easement including the restrictions on subdivision of the Property.

24. **ACCEPTANCE.** As attested by the signature of its authorized representative, Holder hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement.

25. **COUNTERPARTS.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

26. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with the terms of this Conservation Easement.

27. **CAPTIONS, RECITALS AND EXHIBITS.** The captions herein have been inserted solely for convenience of reference, are not a part of this Conservation Easement, and shall have no effect upon its construction or interpretation. The Recitals set forth above and, all Exhibits referred to in this Conservation Easement and the Report are an integral part of this Conservation Easement and are incorporated herein by reference.

28. **GOVERNING LAW.** This Conservation Easement will be interpreted in accordance with the laws of the state of Utah.

29. **DISCLAIMER.** Holder does not represent the interests of Landowner. Holder has advised Landowner to have the document reviewed by Landowner's attorney, and Landowner has had ample opportunity to do so. Landowner represents, warrants, and covenants to Holder that neither Landowner nor any member of Landowner nor any partner or member of any pass-through entity or natural person that owns or is subsidiary in any way to the members of Landowner intends to claim a federal or state tax deduction based on Landowner's conveyance of this Conservation Easement to Holder.

30. **SUBSEQUENT ACTIVITIES.** Permission to carry out any proposed use or activity will not constitute consent to any subsequent use or activity of the same or any different nature, unless explicitly included in said permission. Likewise, permission by Holder to carry out, or failure by Holder to object to, or any language in this Conservation Easement that allows any proposed use or activity or designates a specific area of the Property where the use or activity is to be conducted, will not be deemed to constitute any representation or warranty by Holder regarding the use or activity, including, without limitation, the fitness of the Property for the use or activity or the legality of the use or activity.

31. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and conservation easement interests in the Property.

32. **AMENDMENT.** As of the Conservation Easement Date, the Parties do not intend that this Conservation Easement be amended or modified. In the event of unforeseen

circumstances or exceptional situations, this Conservation Easement may only be amended or modified by joint written agreement in compliance with Holder's and Landowner's internal procedures and standards for such modification or amendment, and federal, state and local laws regarding the modification and amendment of conservation easements. No amendment shall be allowed that will affect the qualification of this Conservation Easement or the status of Holder 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 Conservation Easement, shall not diminish the Conservation Values and shall not affect the Conservation Easement's perpetual duration. Any such amendment must be signed by both Landowner and Holder and must be recorded in the official records of the county or counties where this Conservation Easement is recorded.

TO HAVE AND TO HOLD this Conservation Easement, together with all appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy, for the proper use and benefit of Holder forever.

Remainder of page intentionally blank.

HOLDER:

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

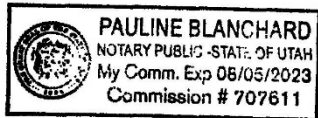
By: [Signature]

Title: Utah State Director

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

The foregoing instrument was acknowledged before me this 19th day of November, 2020, by Dave Livermore, Utah State Director of The Nature Conservancy.

[SEAL]



[Signature]
(Notary's official signature)
8/5/2023
(Commission expiration date)

EXHIBIT A
DEED OF CONSERVATION EASEMENT
Great Salt Lake (Palladium Foundation) Utah
Property Description

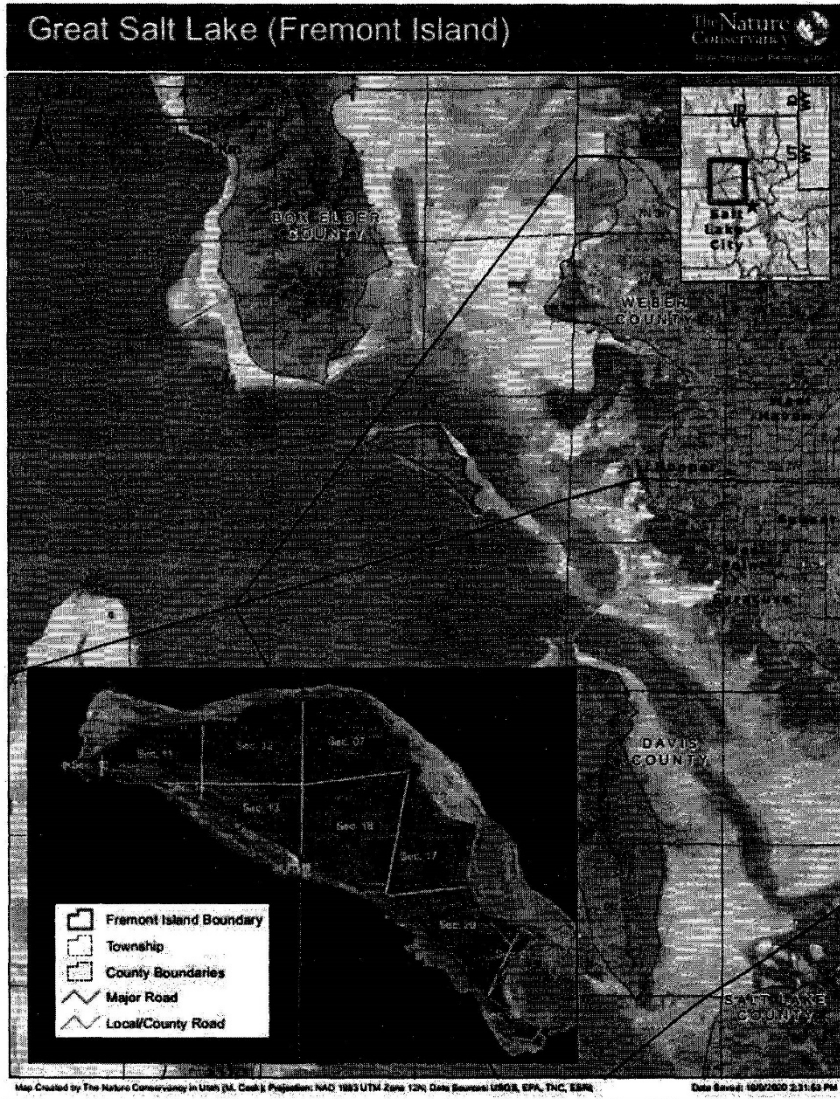
Fremont Island, Weber County, Utah; described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, the West one-half of the Southeast quarter, the Southeast quarter of the Southeast quarter, the Southeast quarter of the Northwest quarter, the East one-half of the Southwest quarter of Section 7; Lot 1 of Section 8; Lots 1, 2, 3 and 4, the Southwest quarter of the Northwest quarter, the West one-half of the Southwest quarter, and the Southeast quarter of the Southwest quarter of Section 17; all of Section 18; Lots 1 and 2 of Section 19; Lots 1, 2, 3, 4, 5, 6, 7 and 8, the Northeast quarter of the Southeast quarter, and the North one-half of the Northwest quarter of Section 20; Lot 1 of Section 21; Lot 1 of Section 28; and Lot 1 of Section 29; in Township 5 North, Range 4 West, Salt Lake Meridian, United States Survey.

ALSO: Lot 1 of Section 10; Lots 1, 2, 3, 4, 5, 6 and 7, the North one-half of the Southeast quarter, the Southeast quarter of the Southeast quarter and the Northeast quarter of the Southwest quarter of Section 11; Lots 1, 2, 3 and 4, the South one-half of the Northeast quarter, the Southeast quarter, and the Southwest quarter of Section 12; Lots 1, 2, 3, 4 and 5, the North one-half of the Northeast quarter, the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Northwest quarter of Section 13; and Lots 1 and 2 of Section 14; in Township 5 North, Range 5 West, Salt Lake Meridian, United States Survey.

END OF EXHIBIT A

EXHIBIT B
DEED OF CONSERVATION EASEMENT
Great Salt Lake (Palladium Foundation) Utah
Property Map



B. UTAH DEPARTMENT OF TRANSPORTATION DIVISION OF AERONAUTICS AND DIVISION OF FORESTRY, FIRE AND STATE LANDS MEMORANDUM OF UNDERSTANDING

**This is a Memorandum of understanding
Between
Utah Department of Transportation
Division of Aeronautics (UDOT)
And the
Utah Department of Natural Resources
Division of Forestry, Fire and State Lands (FFSL)**

Purpose: This MOU establishes the terms and scope of the agreement between UDOT and FFSL in relation to the management and maintenance of airstrips on Fremont Island, owned by the State of Utah and managed by FFSL.

Term of Agreement: The term of this agreement shall be in effect for the period of State ownership and FFSL management of the land upon which the airstrip(s) are located unless terminated by either party as per the terms of this agreement.

Scope: UDOT Division of Aeronautics, as a division and agent of the state, agrees to manage and maintain the upper and lower airstrips located on Fremont Island and owned by FFSL.

The Division of Aeronautics may maintain the airstrips directly or by delegation via grant or contract.

Maintenance of the airstrips will include providing a safe and useful take-off and landing area, aircraft parking area, and operational windsock.

Airstrip Dimensions maintained:

Fremont Upper Airstrip – 1,789 feet long by 10 feet wide aligned on headings of 14/32

Fremont Lower Airstrip – 2,087 feet long by 10 feet wide aligned on headings of 08/26

Maintenance methods will include removal of rocks, shrubs, ruts and debris utilizing hand operated tools.

Maintenance will not include ‘expansion’ beyond the current airstrip parameters.

A windsock will be maintained at each airstrip in compliance with FAA Advisory Circular 150/5345-27E.

Conflict Resolution: In the event that any conflict shall arise between the parties in terms of proper maintenance and conservation, any FFSL employee may notify his/her direct supervisor regarding the conflict(s). The director supervisor agrees to: 1) contact UDOT Division of Aeronautics, and 2) meet with the DNR Great Salt Lake Coordinator to mediate and work out a resolution suitable to all parties and memorialized in writing.

Costs: UDOT agrees to fund airstrip maintenance costs in accordance with its Commission and FAA approved Airport Capital Improvement Program.

Liability: UDOT shall be liable for all damage incurred in connection with any activity it undertakes or work authorized by this permit. Parties are governmental agencies under the Governmental Immunity Act, Section 63G-7-101 et. seq. 1953 of the Utah Code (the “Governmental Immunity Act”). Nothing in this agreement shall be construed to be a waiver of either party or any defenses or limits of liability available under the Governmental Immunity Act.

Amendment: This agreement may be modified by written agreement signed by both FFSL and UDOT Division of Aeronautics.

Access: FFSL agrees to allow UDOT unrestricted access to and upon the subject tract of land to fulfill the purpose of this agreement. Access to Fremont Island must be consistent with Utah law and FFSL regulations, the Fremont Island Property Management Plan and the Fremont Island Conservation Easement.

Protection of Survey Monuments, Historical Sites, and Specimens: UDOT agrees to take reasonable precautions to protect, in place, all public land survey monuments and property corners. UDOT also agrees that all treasure-trove and all articles of antiquity on or upon the subject lands are and shall remain the property of the State of Utah. UDOT shall report any discovery of a “site” or “specimen” to the Division of State History in compliance with provisions of applicable state and federal law.

Termination: The parties agree this agreement may be terminated, with or without cause, by either party upon 30 days prior written notice via electronic mail or certified mail.

Entire Agreement: This agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral.

Utah Department of Transportation (UDOT) Division of Aeronautics


Jared Esselman (May 25, 2021 14:21 MDT)

Name: Jared Esselman
Title: Director

Date: 25 Apr 2021

Utah Department of Natural Resources (DNR) Division of Forestry, Fire and State Lands


Jamie Barnes (Jun 1, 2021 06:09 MDT)

Name: Jamie Barnes
Title: Interim Director





Date: 1 June 2021

Approved as to form:



Emma Whitaker
Special Assistant Attorney General

C. NORTHWESTERN BAND OF THE SHOSHONE PLANT USES

| PLANT NAME <i>(NWB Shoshone Name)</i> | NWB SHOSHONE USE | PLANT SKETCH |
|---|--|--|
| Sagebrush <i>(Ba Ho Vi)</i> | All parts of the sagebrush are used. Leaves are steeped as a tea or crushed into a poultice to use for a number of ailments. Rotten branches are used to treat ailments as well. |  <p style="text-align: right; font-size: small;">Big Sagebrush</p> |
| Cheatgrass | A number of wildlife species use cheatgrass for food and cover. |  <p style="text-align: right; font-size: small;">Cheatgrass</p> |
| Milkvetch | The leaves are smoked to relieve asthma or crushed into a poultice to use as an anti-inflammatory. Tea created from leaves relieves pain. |  <p style="text-align: right; font-size: small;">Locoweed/Milkvetch</p> |
| Rabbit Brush <i>(Do No Bi)</i> | Leaves are steeped in tea to create digestive medicine. The stems are chewed as gum. The distinct yellow blossoms are made into a paint. |  <p style="text-align: right; font-size: small;">Rubber Rabbitbrush</p> |




| | | |
|-------------------------------|--|---|
| Saltgrass | Salt is extruded from leaves and collected to flavor foods. The entire plant is a food source for several wildlife species. |  <p style="text-align: right; font-size: small;">Saltgrass</p> |
| Sego Lily (<i>Segaw</i>) | Bulbs are washed and roasted or boiled, or smashed on a metate to make flour. The leaves, flowers, and buds are eaten raw. |  <p style="text-align: right; font-size: small;">Sego Lily</p> |
| Willow (<i>Su He Vee</i>) | Inner bark is used for a number of ailments. The plant is used to make cradleboards, baskets, containers, and traps as well. |  <p style="text-align: right; font-size: small;">Willow</p> |

TABLE 4 | Fremont Island NWB cultural plant uses from *Shoshone Plants of Antelope Island*, by Rios Pacheco (2021).

D. CORRESPONDENCE

A request for comments pertaining to the Fremont Island Property Management Plan was posted to the Resource Development Coordinating Committee State Agency Dashboard in October 2021. There were no comments received.

Project Information

Project # 80603

Title: Comments for Preliminary Fremont Island Management Plan

Actions

ADD CMNTS

Sponsor: DNR/Division of Forestry, Fire & State Lands

Federal ID:

Project Type: RDCC / RDCC Only

Status: Project Closed

Project Start Date:

Location: Great Salt Lake

Counties: Weber

Comment Deadline: 10/5/2021

Project Deadline: 10/8/2021

Has local government been contacted: No

Date local government contacted:

Aquisition:

Date of Aquisition:

Have the state representative and state senator been contacted?

Project Abstract:

The Utah Division of Forestry, Fire and State Lands (FFSL) became the management authority for Fremont Island on the Great Salt Lake in December 2020. Division personnel are working to compile resource information for the preliminary draft of the management plan. State and Federal comments as they relate to Fremont Island resource concerns are welcomed and encouraged. For example, recreation and access, invasive species, drought effects, cultural artifacts or wildlife.

Local government's response:

How is the local government(s) likely to be impacted?:

Better coordination, communication, and transparency in regards to Fremont Island management

Possible significant impacts likely to occur:

No significant impacts

Admin Notes: