

AGREEMENT TO INITIATE

U. S. DEPARTMENT OF AGRICULTURE

OMB No. 0596-0105 Forest Service

5430 Exchanges

Tonto National Forest

Bureau of Land Management, Gila District

Resolution Copper Mining, LLC, a Delaware limited liability company

Southeast Arizona Land Exchange and Conservation (the, “Act”)

P.L. 113-291, Section 3003

RECITALS

1. The Southeast Arizona Land Exchange and Conservation Act (the “Act”), P.L. 113-291 authorizes and directs the Secretary of Agriculture to enter into a land exchange with Resolution Copper Mining, LLC, Superior, Arizona 85173, Telephone: (520) 689-3456, (“Resolution”) on the terms and conditions and according to the procedures set forth in the Act (the “Land Exchange”).
2. By this Agreement, Resolution Copper Mining, LLC (Resolution), the Tonto National Forest, Forest Service, U.S. Department of Agriculture (Forest Service) and Gila District, Bureau of Land Management (BLM), U.S. Department of the Interior, agree to initiate the Land Exchange and to take steps to complete the Land Exchange in accordance with the Act. To organize and expedite the Land Exchange process, the parties have agreed to use the Forest Service’s land exchange regulations and procedures, 36 C.F.R. § 254 et seq, as guidance for the process, but only to the extent those regulations and procedures are consistent with the Act.
3. The Act permits Resolution to offer to convey to the United States all of its right, title, and interest in and to certain real property located in Arizona and described in the Act and the attached Exhibit A (“Non-Federal Land”), including mineral estates. As described in the Act and in Exhibit A, following an offer to convey from Resolution, portions of the Non-Federal Land will be conveyed separately to the Secretaries of the Departments of Agriculture and the Interior. Exhibit C describes water rights/claims controlled by Resolution that will be offered to the United States should Resolution offer the real property described in Exhibit A. Upon completion of certain requirements specified in the Act, following an offer to convey from Resolution Copper, the Secretary of Agriculture is authorized and directed to convey to Resolution the real property described in Exhibit B (“Federal Land”). Conveyance of the real property described in Exhibit B shall include all surface and mineral interests of the United States including those interests subject to those unpatented mining claims described in Exhibit D such that title to such interests will fully vest in Resolution upon completion of the Exchange.
4. Exhibit E describes other necessary actions either prescribed by the Act or necessary to complete the transaction.
5. Exhibit F describes many of the process steps necessary to complete this exchange, along with responsible party. Parties agree to make best efforts to meet specified completion dates.

AGREEMENT

Resolution, the Forest Service and the BLM agree as follows:

1. The real property to be exchanged will be of equal value (or equalized pursuant to Section (c)(5) of the Act) and will be conveyed under the terms and conditions and procedures as described in the Act. It is understood that the basis for value of the exchange properties shall be appraisals approved by the Forest Service and acceptable to Resolution. This Agreement to Initiate authorizes each party to enter on the above-described lands of the other for such purposes as preparing land value appraisals, land line surveys, completing the Land Exchange in accordance with the environmental review requirements of the Act, and any other actions required or authorized by the Act and 36 C.F.R. § 254 (to the extent consistent with the Act).
2. Resolution and the Forest Service will schedule a “pre-work conference” with the selected appraiser to discuss the exchange and the estimated timeframe to complete the appraisal process. Resolution and Forest Service will agree on the date when appraisals of the Federal Land and Non-Federal Land will begin.
3. It is understood that upon approval of the appraisals required by the Act, the parties may enter into an exchange agreement. It is understood that prior to the exchange agreement, or issuance of a patent or deed by the United States if no exchange agreement is executed, no action taken will create or establish any contractual or other obligations against Resolution or the United States except as provided in the Act. Resolution may withdraw from the Land Exchange at any time until it is completed. Title will be conveyed by patent issued by the USDA-Forest Service. Title to non-Federal parcels will be conveyed by warranty deed.
4. If the final appraised value of the Federal Land exceeds that of the Non-Federal Land, and if the exchange is consummated, Resolution will be required to make a cash payment or convey additional non-Federal land to the Forest Service to equalize value. Under the Act, the Secretary of Agriculture may accept a payment in excess of 25 percent of the total value of the land or interests conveyed despite FLPMA Section 206(b). If the final appraised value of the Non-Federal Land exceeds that of the Federal Land, the Forest Service will not be required to make a cash payment or convey additional Federal land to Resolution to equalize exchange values and any surplus value will be considered a donation by Resolution to the United States.
5. Resolution shall furnish title that: (1) is acceptable to the Secretary of Agriculture, for the land to be administered by the Forest Service, and the Secretary of the Interior, for the land to be administered by the BLM and (2) that conforms to the title approval standards of the Attorney General of the United States applicable to land acquisitions by the Federal Government (Department of Justice Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions (2016) (DOJ Regulations 2016). Resolution will convey title by general warranty deed(s) when notified to do so. For the land to be administered by the Forest Service, Resolution shall provide, at its own expense, the Forest Service with a title insurance commitment from a title company, mutually agreed on by Resolution and the Forest Service, committing to issue to the United States, Department of Agriculture, an ALTA U.S. Policy 9-28-91 (Revised 12-3-12) insuring title to the non-Federal Land and that is satisfactory to the Office of the General Counsel of the Department of Agriculture. For the land to be administered by the BLM, Resolution also shall provide, at its own expense, the BLM with a title insurance commitment from a title company, mutually agreed on by Resolution and the BLM, committing to issue to the United states, Department of the Interior, an ALTA U.S. Policy 9-28-91 (Revised 12-3-12) insuring title to

the non-Federal Land and that is satisfactory to the Office of the Solicitor of the Department of the Interior.

6. The United States does not furnish title insurance for the property it conveys.
7. In accordance with the Act, Resolution agrees to pay, without compensation, all costs associated with the Land Exchange and any environmental review document pursuant to Section (c)(7) of the Act and agreed to by the Secretary of Agriculture. Resolution has entered into Collection Agreements with the Forest Service and BLM to provide for payment of these costs.
8. The timeline for processing the Land Exchange shall be as set forth in the Act and is described in Exhibit F (Implementation Schedule).
9. Qualified tenants occupying the non-Federal lands affected by this proposal may be entitled to relocation benefits under 49 C.F.R. §24.2. Resolution agrees to formally notify the Forest Service of any tenants occupying the non-Federal land and provide the Forest Service documentation that the tenant has been notified of the Land Exchange. Unless otherwise provided by law or regulation (49 C.F.R. §24.101(a)(1)), relocation benefits are not applicable to owner-occupants involved in exchanges with the United States provided the owner-occupants are notified in writing that the non-Federal lands are being acquired by the United States on a voluntary basis. Therefore, this Agreement to Initiate serves as that notice.
10. Each party to this agreement is responsible to provide the other documentation of the existence or non-existence of storage of hazardous substances stored on their respective lands for 1 year or more or disposed of or released on said lands.
11. The parties agree that the same appraisal firm will be used to appraise the Federal Land and Non-Federal Land and may rely on third-party consultants in the preparation of the appraisals.
12. The undersigned is a citizen of the United States or a corporation or other legal entity subject to the laws of the United States or a State thereof. The undersigned is also 21 years old or over and is the owner of the above-described offered land or has a firm contract to acquire it.
13. Notification statement: Public availability of Property-Related Information. Any party who has signed below acknowledges receipt of this notification: All documents pertaining to both Federal and non-Federal Lands necessary for the evaluation, processing, and consummation of a land adjustment transaction, including but not limited to appraisals, timber cruises, specialist reports, geology/mineral reports, title and other property information, are subject to public availability pursuant to the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).
14. Conflict. In the event of any conflict between the terms of this Agreement and the Act, the provisions of the Act shall control.
15. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts.

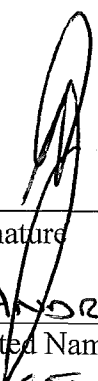
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0105.

The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

6 DEC 2017

Date

BY:



Signature

ANDREW LYE

Printed Name

VICE PRESIDENT

Title

Resolution Copper Mining LLC
By: Resolution Copper Company, as Manager
and not on its own behalf.

Date

BY:

Signature

Printed Name
U.S. Department of Agriculture
Forest Service

Date

BY:

Signature

Printed Name
U.S. Department of the Interior
Bureau of Land Management

Date

BY: _____
Signature

Printed Name

Title

Resolution Copper Mining LLC
By: Resolution Copper Company, as Manager
and not on its own behalf.

11/20/17
Date

BY: 
Signature

Neil Bosworth
Printed Name

U.S. Department of Agriculture
Forest Service

Date

BY: _____
Signature

Printed Name

U.S. Department of the Interior
Bureau of Land Management

Date

BY: _____
Signature

Printed Name

Title

Resolution Copper Mining LLC
By: Resolution Copper Company, as Manager
and not on its own behalf.

Date

BY: _____
Signature

Printed Name
U.S. Department of Agriculture
Forest Service

11/27/17
Date

BY: 
Signature

A. Scott Feldhausen
Printed Name
U.S. Department of the Interior
Bureau of Land Management

EXHIBIT A (Subject to revision based on survey)

Property that Resolution will exchange:

I. Non-Federal Land to the United States to be Administered by the U.S. Department of Agriculture

a. Approximately 146.95 acres of land located in Gila County, Arizona within the Tonto National Forest and depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011–Non-Federal Parcel–**Turkey Creek**” and dated March 2011 and more-specifically described as:

**Gila and Salt River Meridian, Arizona
T. 7 N., R. 12 E., unsurveyed
H.E.S. No. 151.**

Note: subject to revision of First American Title Insurance Company commitment No. 601-5733622 to show proposed insured and vestee as United States of America

b. Approximately 148.11 acres of land located in Yavapai County, Arizona within the Tonto National Forest and depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011– Non-Federal Parcel–**Tangle Creek**” and dated March 2011 and more-specifically described as:

**Gila and Salt River Meridian, Arizona
Tps. 9 and 9½ N., R. 5 E., unsurveyed
H.E.S. No. 416**

Subject to:

1. *An easement for electric transmission lines and incidental purposes, recorded as Book 276 of Official Records, Page 131.*
2. *All matters as set forth in Retracement and Remonumentation of a Portion of the Tonto National Forest Property Line, recorded as Book 12 of Maps, Page 20.*

c. Approximately 149.30 acres of land located in Maricopa County, Arizona within the Tonto National Forest and depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011– Non-Federal Parcel–**Cave Creek**” and dated March 2011 and more-specifically described as:

**Gila and Salt River Meridian, Arizona
T. 7 N., R. 4 E., partially unsurveyed,
H.E.S. No. 317**

d. Approximately 640 acres of land located in Coconino County, Arizona within the Coconino National Forest and depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011– Non-Federal Parcel–**East Clear Creek**” and dated March 2011 and more specifically described as:

**Gila and Salt River, Meridian, Arizona
T. 14 N., R. 12 E.
sec. 9 including all oil and gas and other minerals in, on, or under
or which may be produced from said land**

e. Approximately 142* acres of land located in Pinal County, Arizona within the Tonto National Forest and depicted on the map entitled “Resolution Copper Land Exchange Proposal–**Apache Leap South End**” and more-specifically described as:

Parcel No. 1:

**Gila and Salt River Meridian, Arizona
T. 2 S., R. 12 E.
M.S. 2836, Panic Lode Claim**

Parcel No. 2:

**Gila and Salt River Meridian, Arizona
T. 2 S., R. 12 E.
M.S. 2837, Selma Lode Claim (part)*
M.S. 2837, Skiberian Lode (part)***

Parcel No. 3:

**Gila and Salt River Meridian, Arizona
T. 2 S., R. 12 E.
M.S. 2838, Touch Not No. 3 Lode Claim
M.S. 2838, Hillside Lode Claim
M.S. 2838, Touch Not Lode Claim
M.S. 2838 Rawhide Lode Claim**

Parcel No. 4:

**Gila and Salt River Meridian, Arizona
T. 2 S., R. 12 E.
MS 2838, Pacific No. 32 Lode Claim
M.S. 3581, Grand Lode Claim**

*Survey required. Legal description and final acreage to be completed post survey

II. Non-Federal Land to the United States to be Administered by the U.S. Department of the Interior

f. Approximately 3050* acres of land located in Pinal County, Arizona and identified as “Lands to DOI” as generally depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011– Non-Federal Parcel–**Lower San Pedro River**” and dated July 6, 2011 and more specifically described as:

Parcel 1:

**Gila and Salt River Meridian, Arizona
T. 9 S. R. 17 E.
sec. 3, SW¹/₄SW¹/₄.**

Parcel 2:

**Gila and Salt River Meridian, Arizona
T. 9 S. R. 17 E.,
sec. 4, lots 3 and 4, SE¹/₄NW¹/₄, W¹/₂NW¹/₄SE¹/₄, SW¹/₄SE¹/₄,
SW¹/₄, SW¹/₄NW¹/₄.**

Parcel 3:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 33, W¹/₂NW¹/₄, N¹/₂SW¹/₄, SE¹/₄SW¹/₄, SW¹/₄SW¹/₄, N¹/₂NE¹/₄,
SE¹/₄NE¹/₄, NE¹/₄NW¹/₄, N¹/₂NE¹/₄SE¹/₄. *

Parcel 4:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 32, N¹/₂NE¹/₄, SE¹/₄NE¹/₄.*

Parcel 5:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 29, E¹/₂, E¹/₂NW¹/₄.*

Parcel 6:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 28, W¹/₂SW¹/₄, W¹/₂NW¹/₄.

Parcel 7:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 21, SW¹/₄NW¹/₄, W¹/₂SW¹/₄.

Parcel 8:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 20, W¹/₂, SW¹/₄SE¹/₄, N¹/₂NE¹/₄, SE¹/₄NE¹/₄.*

EXCEPTING A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE CENTER SECTION LINE OF SAID SECTION 20 FOR A DISTANCE OF 1165.09 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 39.66 FEET ALONG THE ABOVE SAID CENTER SECTION LINE TO A POINT HEREAFTER REFERRED TO AS POINT "A";
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE ABOVE SAID CENTER SECTION LINE FOR A DISTANCE OF 376.27 FEET TO A SET 5/8 INCH REBAR;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 133.54 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B";
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 442.77 FEET TO A SET 5/8 INCH REBAR;
THENCE NORTH 72 DEGREES 29 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 435.98 FEET TO A SET 5/8 INCH REBAR;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 696.04 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS. AND EXCEPTING AND RESERVING TO THE UNITED STATES,

ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, LYING WITHIN THE NORTH HALF OF THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 20.

Parcel 9:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 20, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.*

EXCEPTING A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 8 SOUTH, RANGE 17 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 20;
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE CENTER SECTION LINE OF SAID SECTION 20 FOR A DISTANCE OF 1165.09 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST FOR A DISTANCE OF 39.66 FEET ALONG THE ABOVE SAID CENTER SECTION LINE TO A POINT HEREAFTER REFERRED TO AS POINT "A";
THENCE SOUTH 88 DEGREES 25 MINUTES 07 SECONDS WEST ALONG THE ABOVE SAID CENTER SECTION LINE FOR A DISTANCE OF 376.27 FEET TO A SET 5/8 INCH REBAR;
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 133.54 FEET TO A POINT HEREAFTER REFERRED TO AS POINT "B";
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 442.77 FEET TO A SET 5/8 INCH REBAR;
THENCE NORTH 72 DEGREES 29 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 435.98 FEET TO A SET 5/8 INCH REBAR;
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 696.04 FEET TO THE POINT OF BEGINNING.

Parcel 10:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
Sec. 19, E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.*

EXCEPT THAT PORTION THEREOF CONVEYED BY FRANK SMITH COMPANY, A CORPORATION TO ARIZONA RARE METALS COMPANY, A CORPORATION, BY DEED DATED APRIL 7, 1916, RECORDED APRIL 15, 1916, IN BOOK 30 OF DEEDS, PAGE 402, RECORDS OF PINAL COUNTY, ARIZONA; AND

EXCEPT THAT PORTION THEREOF LYING WITHIN THE SANTA CATALINA MILLSITE; AND EXCEPT THAT PORTION THEREOF LYING WITHIN THE TOWNSITE OF MAMMOTH, ACCORDING TO THE PLAT THEREOF OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA; AND

FURTHER EXCEPT THAT PORTION DESCRIBED AS COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;
THENCE SOUTH 88 DEGREES 45 MINUTES 05 SECONDS WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 532.18 FEET TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 124.13 FEET TO A SET 5/8 INCH STEEL PIN;
THENCE SOUTH 57 DEGREES 29 MINUTES 27 SECONDS WEST FOR A DISTANCE OF 260.64 FEET TO A SET 5/8 INCH STEEL PIN ON THE EAST LINE OF MAMMOTH TOWNSITE;
THENCE NORTH 36 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 224.71 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A FOUND ONE INCH STEEL PIN;
THENCE NORTH 48 DEGREES 14 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 77.89 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A FOUND ONE INCH STEEL PIN;

THENCE NORTH 88 DEGREES 45 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 337.83 FEET TO THE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PORTION DESCRIBED AS COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 88 DEGREES 45 MINUTES 05 SECONDS WEST ALONG THE CENTER SECTION LINE A DISTANCE OF 532.18 FEET TO A POINT;

THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST A DISTANCE OF 124.13 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 36 DEGREES 30 MINUTES 39 SECONDS EAST FOR A DISTANCE OF 307.55 TO A SET 5/8 INCH STEEL PIN ON THE NORTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET;

THENCE SOUTH 53 DEGREES 29 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 260.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET TO A FOUND ½ INCH REBAR;

THENCE NORTH 36 DEGREES 30 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 325.74 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A SET 5/8 INCH REBAR;

THENCE NORTH 57 DEGREES 29 MINUTES 27 SECONDS EAST FOR A DISTANCE OF 260.64 FEET TO THE POINT OF BEGINNING; AND,

FURTHER EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, DESCRIBED AS FOLLOWS;

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 19;

THENCE SOUTH 01 DEGREES 26 MINUTES 07 SECONDS EAST, A DISTANCE OF 756.29 FEET ALONG THE EAST LINE OF SAID SECTION 19 TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE SOUTH 01 DEGREES 26 MINUTES 07 SECONDS EAST FOR A DISTANCE OF 452.53 FEET ALONG THE EAST LINE OF SAID SECTION 19 TO A POINT;

THENCE NORTH 36 DEGREES 30 MINUTES 10 SECONDS WEST FOR A DISTANCE OF 814.85 FEET ALONG THE EAST LINE OF MAMMOTH TOWNSITE TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET;

THENCE NORTH 53 DEGREES 29 MINUTES 21 SECONDS EAST FOR A DISTANCE OF 260.00 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF BLUEBIRD STREET TO A POINT;

THENCE SOUTH 36 DEGREES 30 MINUTES 10 SECONDS EAST FOR A DISTANCE OF 444.50 FEET TO THE POINT OF BEGINNING; AND,

FURTHER EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS.

Parcel 11:

**Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 18, Lot 1, N½NE¼, NE¼NW¼, SE¼NW¼.***

EXCEPT ANY PORTION LYING WITHIN STATE HIGHWAY 77-177 RIGHT OF WAY; AND

EXCEPT THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;

THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 85.86 FEET TO A POINT;

THENCE NORTH 39 DEGREES 54 MINUTES 19 SECONDS EAST A DISTANCE OF 1231.61 FEET TO A POINT;

THENCE SOUTH 63 DEGREES 21 MINUTES 53 SECONDS EAST A DISTANCE OF 1316.37 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE NO. 77;

THENCE SOUTH 16 DEGREES 00 MINUTES 53 SECONDS WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 174.25 FEET TO A RIGHT-OF-WAY MONUMENT;

THENCE SOUTHWESTERLY ALONG A SPIRAL TRANSITION CURVE TO THE LEFT HAVING A CORD OF 284.12 FEET AND A CORD BEARING OF SOUTH 15 MINUTES 07 DEGREES 09 MINUTES WEST;

THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST A DISTANCE OF 1844.22 FEET TO THE POINT OF BEGINNING; AND

EXCEPT THAT PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE SOUTH 69 DEGREES 27 MINUTES 06 SECONDS EAST A DISTANCE OF 849.67 FEET TO A POINT;
THENCE SOUTH 39 DEGREES 54 MINUTES 19 SECONDS WEST A DISTANCE OF 1231.61 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 18;
THENCE NORTH 00 DEGREES 15 MINUTES 15 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 18 A DISTANCE OF 1243.02 FEET TO THE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PARCEL OF SAID SECTION 18:
BEGINNING AT THE CENTER OF SECTION 18;
THENCE SOUTH 89 DEGREES 52 MINUTES 44 SECONDS WEST FOR A DISTANCE OF 940.24 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL AND THE TRUE POINT OF BEGINNING;
THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4683.66 FEET AND A ARC LENGTH OF 428.49 FEET, BEING SUBTENDED BY A CORD OF NORTH 01 DEGREES 08 MINUTES 41 SECONDS EAST FOR A DISTANCE OF 428.34 FEET;
THENCE SOUTH 85 DEGREES 30 MINUTES 57 SECONDS WEST FOR A DISTANCE OF 202.88 FEET;
THENCE SOUTH 03 DEGREES 22 MINUTES 03 SECONDS WEST FOR A DISTANCE OF 413.57 FEET;
THENCE NORTH 89 DEGREES 52 MINUTES 44 SECONDS EAST FOR A DISTANCE OF 218.00 FEET TO THE TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT A PARCEL OF LAND IN SAID SECTION 18:
BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 18;
THENCE NORTH 89 DEGREES 44 MINUTES 58 SECONDS EAST 1302.21 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 11 MINUTES 27 SECONDS EAST ALONG THE WEST BOUNDARY OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 18, 827.62 FEET;
THENCE SOUTH 89 DEGREES 48 MINUTES 33 SECONDS EAST 427.50 FEET TO THE WESTERLY RIGHT OF WAY LINE FOR STATE ROUTE 77;
THENCE SOUTHWESTERLY ALONG THE RIGHT OF WAY FOR STATE ROUTE 77 ON A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4744.57 FEET, PASSING THROUGH A CENTRAL ANGLE OF 04 DEGREES 49 MINUTES 46 SECONDS, AN ARC LENGTH OF 399.91 FEET;
THENCE SOUTH 85 DEGREES 37 MINUTES 00 SECONDS WEST, 202.84 FEET;
THENCE SOUTH 03 DEGREES 22 MINUTES 53 SECONDS WEST, 413.69 FEET TO THE EAST-WEST CENTER LINE OF SAID SECTION 18;
THENCE SOUTH 89 DEGREES 53 MINUTES 28 SECONDS WEST ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 18, 160.58 FEET TO THE TRUE POINT OF BEGINNING; AND

FURTHER EXCEPT THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18;
THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 1312.20 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED:
THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST FOR A DISTANCE OF 532.02 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 18 TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 77;
THENCE ALONG A CURVE CONCAVE TO THE LEFT, HAVING A RADIUS OF 4744.57 FEET AND AN ARC LENGTH OF 506.39 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 12 DEGREES 06 MINUTES 45 SECONDS WEST, FOR A DISTANCE OF 506.15 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF STATE ROUTE 77;
THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS WEST FOR A DISTANCE OF 427.07 FEET ALONG THE NORTH PROPERTY LINE OF THE DIALYSIS CENTER TO A PLASTIC CAP RLS 29869;
THENCE NORTH 00 DEGREES 08 MINUTES 42 SECONDS EAST FOR A DISTANCE OF 494.47 FEET TO THE POINT OF BEGINNING.

Parcel 12:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
Sec. 17, NW¹/₄, SW¹/₄SE¹/₄, E¹/₂SW¹/₄.

EXCEPT THAT PORTION DESCRIBED IN QUITCLAIM DEED RECORDED JANUARY 31, 2012 AS 2012-007458, OFFICIAL RECORDS. EXCEPTING THEREFROM ALL THE MINERALS IN THE LAND TOGETHER WITH ALL URANIUM, THORIUM OR ANY OTHER MATERIAL WHICH IS OR MAY BE DETERMINED TO BE PECULIARLY ESSENTIAL TO THE PRODUCTION OF FISSIONABLE MATERIALS, WHETHER OR NOT OF COMMERCIAL VALUE, AS RESERVED IN THE PATENT TO THE LAND.

Parcel 13:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 17 E.,
sec. 7, Lots 2 thru 4, E¹/₂SW¹/₄, SW¹/₄SE¹/₄.

EXCEPT ANY PORTION LYING WITHIN THE STATE ROUTE 77 RIGHT OF WAY.

Parcel 14:

Gila and Salt River Meridian, Arizona
T. 8 S., R. 16 E.,
sec. 12, W¹/₂NE¹/₄, SE¹/₄NE¹/₄, NE¹/₄SE¹/₄.

*Survey required. Legal description and final acreage to be completed post survey.

Subject to:

1. Any charge upon said land by reason of its inclusion in Central Arizona Water Conservation District. (All assessments due and payable are paid.)
2. Reservations or Exceptions in Patents, or in Acts authorizing the issuance thereof.
3. Terms, covenants and conditions as set forth in instrument recorded in Docket 1987, Page 335. (Affects Parcel No. 2 and other property.) **Note:** This exception is a covenant for lands affected by a landfill. The legal description is in error and the landfill is not on lands proposed for conveyance to the United States. Corrective documents have been recorded and this exception will be requested to be removed in next update
4. The terms, conditions and provisions contained in the document entitled "Pipe Line License" recorded January 18, 1955 as Docket 117, Page 306.
5. An easement for electric power line and incidental purposes, recorded as Book 54 of Deeds, Page 579 and Page 580. (Affects Parcel No's. 11 and 13)
6. An easement for electric power line and incidental purposes, recorded as Book 55 of Deeds, Page 347. (Affects Parcel No's. 11 and 13)
7. An easement for railroad, telephone and telegraph lines and incidental purposes, recorded as Docket 113, Page 473. (Affects Parcel No. 14 and other property)
8. An easement for public highway and incidental purposes, recorded as Docket 139, Page 463. (Affects Parcel No's. 11 and 13)
9. An easement for communication lines and incidental purposes, recorded as Docket 184, Page 473. (Affects Parcel No's. 6 and 8)
10. An easement for pipe line and incidental purposes, recorded as Docket 191, Page 568. (Affects Parcel No's. 11 and 13)
11. An easement for roadway purposes and incidental purposes, recorded as Docket 242, Page 104. (Affects Parcel No. 10)
12. An easement for roadway and incidental purposes, recorded as Docket 297, Page 319. (Affects Parcel No. 13 and other property)
13. An easement for transmission lines and incidental purposes, recorded as Docket 358, Page 574. (Affects Parcel No's. 8 and 9)
14. An easement for electric power transmission system and incidental purposes, recorded as Docket 362, Page 595. (Affects Parcel No. 3)

15. *An easement for electric power transmission line and incidental purposes, recorded as Docket 413, Page 322. (Affects Parcel No. 11)*
16. *An easement for electric lines and incidental purposes, recorded as Docket 686, Page 465. (Affects Parcel No. 5)*
17. *An easement for electric lines and incidental purposes, recorded as Docket 687, Page 292. (Affects Parcel No. 9)*
18. *An easement for drainage and incidental purposes, recorded as Docket 2076, Page 792. (Affects Parcel No. 11)*
19. *An easement for access road, power transmission site and communications and incidental purposes, recorded as 1999-045692 of Official Records. (Affects Parcel No's. 7, 8 and 9)*
20. *An easement for power line and roadway and incidental purposes, recorded as 2003-065283 of Official Records.*
21. *All matters as set forth in Record of Survey, recorded as Book 10 of Surveys, Page 175.*
22. *Unpatented Mining Claims as disclosed by documents recorded as 2004-063884 of Official Records and as 2004-065309 of Official Records. **Note:** Exception is for unpatented mining claims, based on Federal minerals reserved in patent. Will request removal in next update.*
23. *Purposely left blank for consistency with TIC*
24. *Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.*
25. *The rights of parties in possession by reason of any unrecorded lease or leases or month to month tenancies affecting any portion of the within described property. **NOTE:** This matter will be more fully set forth or deleted upon compliance with the applicable requirement(s) set forth herein.*
28. *Water rights, claims or title to water.*
29. *The right to enter upon said land and prospect for and remove all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within Lot 4 and the Southwest Quarter of the Northwest Quarter of Section 4, Township 9 south, Range 17 east of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.*
30. *The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Southwest Quarter of the Southwest Quarter; the North Half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter; the Northeast Quarter of the Northwest Quarter; and the North Half of the Northeast Quarter of the Southeast Quarter of Section 33, Township 8 South, Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.*
31. *The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Southwest Quarter of the Northwest Quarter and the West Half of the Southwest Quarter of Section 21, Township 8 South, Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona as reserved in the patent to the land.*
32. *The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the North Half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of Section 20, Township 8 South Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona as reserved in the patent to the land.*
33. *The right to enter upon said land and prospect for and remove all the minerals in the land together with all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, lying within the Northwest Quarter; the Southwest Quarter of the Southeast Quarter and the East Half of the Southwest Quarter of Section 17, Township 8 South, Range 17 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona, as reserved in the patent to the land.*
34. *Taxes for the full year of 2016. (All property taxes must be paid by the private landowner through the entire year of conveyance to the United States of America).*

g. Approximately 160 acres of land located in Gila and County, Arizona and identified as ‘Lands to DOI’ as generally depicted on the map entitled ‘‘Southeast Arizona Land Exchange and Conservation Act of 2011–Non-Federal Parcel–Dripping Springs’’ and dated July 6, 2011 and more-specifically described as:

Gila and Salt River, Meridian, Arizona
T. 4 S., R. 15 E.,
sec. 7, N¹/₂SE¹/₄;
sec. 8, N¹/₂SW¹/₄.

h. Approximately 940* acres of land located in Santa Cruz County, Arizona, identified as “Lands to DOI” as generally depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011–Non-Federal Parcel–**Appleton Ranch**” and dated July 6, 2011 and more-specifically described as:

Parcel 1:

Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.
sec. 14, NW¹/₄SE¹/₄, E¹/₂NE¹/₄SW¹/₄.

Parcel 2:

Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.,
Sec. 14, Lot 2, SW¹/₄NE¹/₄, E¹/₂SE¹/₄NW¹/₄.

EXCEPT the Northeast quarter of said Lot 2, as conveyed by Deed recorded in Docket 416 at page 491.

Note: the ‘Northeast quarter of said Lot 2’ is ambiguous and not a valid description*

Parcel 3:

Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.,
sec. 14, Lot 3, SW¹/₄NW¹/₄, W¹/₂SE¹/₄NW¹/₄.

EXCEPT the Northeast quarter and the Southeast quarter of Lot 3, as conveyed by Deeds recorded in Docket 633 at page 134 and Docket 633 at page 135.

Note: the ‘Northeast quarter and the Southeast quarter of Lot 3’ is ambiguous and not a valid description*

Parcel 4:

Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.,
sec. 14, Lot 4, NW¹/₄SW¹/₄, W¹/₂NE¹/₄SW¹/₄.

EXCEPT the West half of Lot 4, as conveyed by Deed recorded in Docket 545 at page 610;
EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

Note: the ‘West half of Lot 4’ is ambiguous and not a valid description*

Parcel 5:

Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.,
sec. 15, S¹/₂ Lot 4, S¹/₂NE¹/₄, S¹/₂NW¹/₄, N¹/₂SE¹/₄

EXCEPT all coal and other minerals as reserved in the Patent from the United States of America.

Note: the ‘S¹/₂ Lot 4’ is ambiguous and not a valid description*

Parcel 6:

**Gila and Salt River Meridian, Arizona
T. 21 S. R. 18 E.,
sec. 17, E¹/₂**

Parcel 7:

**Gila and Salt River Meridian, Arizona
Township 21 South, Range 18 East,
Section 28**

More particularly described as follows:

BEGINNING at the corner common to Sections 21, 22, 27 and 28 of said Township and Range, a G.L.O. brass cap firmly set and properly marked;
THENCE South 89 degrees 58 minutes 00 Seconds West, 1,194.62 feet along and upon the North line of said Section 28;
THENCE South 01 degrees 29 minutes 22 seconds East, 1,102.46 feet;
THENCE North 85 degrees 45 minutes 02 seconds East, 549.81 feet;
THENCE South 26 degrees 42 minutes 49 Seconds East, 643.82 feet;
THENCE South 82 degrees 34 minutes 49 Seconds West, 642.26 feet;
THENCE North 89 degrees 59 minutes 20 seconds West, 1,043.72 feet;
HENCE South 68 degrees 15 minutes 26 seconds West, 1,020.59 feet;
THENCE North 08 degrees 35 minutes 36 seconds East, 2,119.11 feet to the North Quarter corner of said Section 28;
THENCE North 89 degrees 58 minutes 00 Seconds East, 1,445.41 feet along and upon the North line of Section 28 to the Point of Beginning.

Survey required. Legal description and final acreage to be completed post survey

Subject to:

1. *Liabilities and obligations imposed upon said Land by its inclusion within any district formed pursuant to Title 48, Arizona Revised Statutes.*
2. *Reservations contained in the Patent from the United States of America recorded as Book 12 of Deeds, page 22 (Affects the south half of Lot 4 and the south half of the North half of Section 15).*
3. *Reservations contained in the Patent from the United States of America recorded as Book 15 of Deeds, page 124 (Affects Northwest quarter of Southeast quarter of Section 15).*
4. *Reservations contained in the Patent from United States America recorded as Book 15 of Deeds, page 196 (Affects North half of Northeast quarter of Section 28).*
5. *Reservation of all oil, coal and other minerals as set forth in Deed recorded as Book 16 of Deeds, page 372*
6. *Reservations, exceptions and provisions contained in the patent from the State of Arizona, and in the acts authorizing the issuance thereof recorded as Book 26 of Deeds, page 208 (Affects East half of Section 17).*
7. *Reservation of a 55% interest in all oil, gas, coal and other minerals as set forth in Deed recorded as Book 33 of Deeds, page 178*
8. *Reservations contained in the Patent from the United States of America recorded as Book 13 of Miscellaneous, page 606 (Affects Lots 2 and 3, Southwest quarter of Northeast quarter; south half of Northwest quarter; North half of Southwest quarter and Northwest quarter of Southeast quarter of Section 14).*
9. *Reservations contained in the Patent from United States of America recorded as Book 13 of Miscellaneous, page 607 (Affects Northeast quarter of the Southeast quarter of Section 15 and Lot 4 of Section 14).*
10. *Easement for electric transmission lines and related facilities recorded as Book 22 of Miscellaneous, page 157 (Affects the Northeast quarter of the Northwest quarter and the West half of the Northeast quarter of Section 14).*
11. *Reservation of one half of all mineral rights as set forth in Deed recorded as Docket 16, page 383*

12. *Easement for telephone and telegraph lines recorded as Docket 27, page 281 (Affects the East 10 feet of Section 15).*
13. *Reservations contained in the Patent from United States of America recorded as Docket 37, page 501. (Affects south half of Northeast quarter and the Northwest quarter of Section 28).*
14. *Matters contained in that certain document between The Research Ranch Foundation and The National Audubon Society recorded as Docket 374, page 46*
15. *Reservation of oil, gas, mineral, water and other subsurface rights as set forth in Deeds recorded as:*

Docket 416, page 474

Docket 416, page 475

Docket 416, page 476

Docket 416, page 477

Docket 416, page 478

Docket 416, page 479

Docket 416, page 480

Docket 416, page 481

Docket 416, page 482

Docket 416, page 483

Docket 416, page 484

Docket 416, page 485

Docket 416, page 486

Docket 416, page 488

Docket 508, page 804

16. *Easement for ingress and egress recorded as Docket 427, page 338 (Affects an undefined portion of Section 14).*
17. *Easement for ingress and egress recorded as Docket 468, page 651 (Affects Section 15).*
18. *Easement for electric transmission or distribution line recorded as Docket 517, page 155 (Affects Section 28).*
19. *Easement for telecommunication facilities recorded as Docket 559, page 680 (Affects Section 15).*
20. *Matters contained in that certain document, Affidavit of Disclosure, recorded as 2007-15444.*

III. Water Rights to be conveyed to the United States

Water rights per the list identified in Exhibit C

EXHIBIT B

Property that the U.S.D.A. Forest Service will exchange:

Approximately 2,422 acres of land located in Pinal County, Arizona, depicted on the map entitled “Southeast Arizona Land Exchange and Conservation Act of 2011–Federal Parcel–**Oak Flat**” and dated March 2011 and more-specifically described as follows:

Gila and Salt River Meridian, Arizona

T. 1 S., R. 13 E.,

sec. 28. that portion lying southerly of the centerline of U.S. 60;*

sec. 29, SE¼ and Lot 5, that portion lying southerly of the centerline of U.S. 60; *

sec. 31,*

sec. 32;

sec. 33.

T. 2 S., R. 12 E.,

sec. 1*

T. 2 S., R. 13 E.,

sec. 6;

sec. 7.*

*Survey required. Legal description and final acreage to be completed post survey

Land reservations of the U.S.D.A. Forest Service, exceptions to title and uses to be recognized:

Reservations: None

Outstanding Rights: Unpatented mining claims, per list shown in Exhibit C. Note: The conveyance will include all title of the United States in such unpatented mining claims such that Resolution will own the minerals in fee.

Other:

Permit to Arizona Highway Department for fence dated 2/16/65. Forest Service shall terminate the permit at or before closing. (Affects T1S, R13E, S28)

Permit to Salt River Project Agricultural Improvement and Power District for an overhead transmission line dated 5/21/74. At closing, Resolution Copper Mining shall grant a replacement easement to Salt River Project Agricultural Improvement and Power District for those sections involved in the conveyance. It shall contain terms at least equivalent to those in the permit. Forest Service shall amend the permit to reflect those deletions. (Affects T1S, R13E, S28, 29 & 31)

United States Department of Interior Easement for Right-of-Way for Electric Transmission Line granted to Arizona Public Service Company, dated 12/22/75. Federal parcel will be conveyed subject to the easement. (Affects T1S, R13E, S28 & 33)

Highway Easement Deed granted to State of Arizona, recorded on 3/18/91 in the records of Pinal County, Arizona. Federal parcel will be conveyed subject to the easement. (Affects T1S, R13E, S27, 28, 29 & 33)

Permit issued to Pinal County Highway Department for road maintenance and relocation, dated 11/18/64. Forest Service shall terminate the permit at or before closing. (Affects T1S,

R13E, S28)

Easement to the Salt River Project Agricultural Improvement and Power District for a powerline, recorded at Docket 462, Page 66 and re-recorded at Docket 587, Page 528 records of Pinal County, Arizona. Federal parcel will be conveyed subject to the easement.

Permit to Qwest/Century Link for a telephone line dated 5/21/74. At closing, Resolution Copper Mining shall grant a replacement authorization to Qwest/Century Link for those sections involved in the conveyance. It shall contain terms at least equivalent to those in the permit. Forest Service shall amend the master permit to reflect those deletions.

FLPMA Permit issued to Magma Copper Company for a road. Resolution Copper Mining shall obtain a relinquishment from Magma for the permit. At closing, Forest Service shall terminate the permit. (Affects T1S, R13E, S29)

Term Grazing Permit issued to Integrity Land and Cattle, dated 1/12/15. At closing, Resolution Mining Company shall provide a permit relinquishment on behalf of Integrity Land and Cattle. (Affects all federal lands)

Withdrawal - Public Land Order 1229, dated September 27, 1955 withdrew 760 acres (in addition to other lands) in T.1S., R.13E., Gila & Salt River Base Meridian from 'all forms of appropriation under the public land laws, including the mining but not mineral leasing laws' and reserved these lands for use as campgrounds, recreation areas, or for other public purposes (20 FR 7226). In 1971 public land order 1229 was modified by Public land order 5132 (36 FR 19029) which opened up the withdrawn lands to all forms of appropriation applicable to Forest Service lands except the U.S. mining laws. (Affects T1S, R13E, S28, 29, 32 & 33) Legislation provides for revocation.

EXHIBIT C

Water Rights to be conveyed to the United States:

Parcel II.f. - Lower San Pedro River

Sub-Parcel 2

A well is located on this parcel, within NE¼SE¼SW¼ sec. 4, T.9S., R.17E. GSRM

Prior to initiation of appraisal (end of first quarter 2018), Resolution shall verify if well is producing. If not producing, Resolution shall ensure abandonment of the well and disclaim any water right. If producing, Resolution shall verify/correct state records for ownership and location and convey any right associated with the well to the United States.

Sub-Parcel 3:

Statement of Claim Number 36-102337, filed on October 1, 1990, on behalf of Magma Copper Company, with a claimed priority date of October 26, 1898, notes a historic point of diversion from surface water in the San Pedro River located in the Southwest Quarter (SW ¼) of Section 33, Township 8 South, Range 17 East, G&SR Mer., Pinal County, Arizona, that is no longer in use but asserts a claim to such surface water when and if available on a continuous basis.

Prior to initiation of appraisal (end of first quarter 2018), Resolution shall verify if BHP (successor to Magma Copper Company) put the water to beneficial use. If there is a record of beneficial use, Resolution shall verify/correct state records for ownership and location (as necessary) and convey the right to the United States. If no record of beneficial use, Resolution will disclaim any interest in the surface water right.

S u b - P a r c e l 4

Two wells are located on this parcel.

The first is likely ADWR well No. 55-624632, also recorded in the ADWR 35-series database as No.35-23343 and GWSI No.324136110371601. Resolution shall verify/correct state records for ownership and location (as necessary) and convey any right associated with the well to the United States.

A second well is located 460 feet north of No. 55624632. Prior to initiation of appraisal (end of first quarter 2018), Resolution shall verify if well is producing. If not producing, Resolution shall ensure abandonment of the well and disclaim any water right. If producing, Resolution shall verify/correct state records for ownership and convey any right associated with the well to the United States.

Sub-Parcel 5, 8, and 9:

Owner	Registration No.	Location	Use
Magma Copper Company	36-102337	Secs. 20 & 29, T8S, R17E	Irrigation Stockwatering
Swift Current Land & Cattle LLC	55-624625	NE¼ SE¼ SE ¼ Sec. 29, T8S, R17E	Irrigation
Swift Current Land & Cattle LLC	55-624643	NE¼ SW¼NE¼ Sec. 29, T8S R17E	Stockwatering

Swift Current Land & Cattle LLC	55-643806	NW¼SE¼ Sec. 20, T8S, R17E	Domestic
Swift Current Land & Cattle LLC	55-225451	SW¼ NW¼ SE¼ Sec. 20, T8S, R17E	Env. Monitoring
Swift Current Land & Cattle LLC	55-225452	SE¼NW¼NW¼ Sec. 20, T8S, R17E	Env. Monitoring/ Piezometer
Swift Current Land & Cattle LLC	55-225453	SW¼NW¼SW¼ Sec. 20, T8S, R17E	Env. Monitoring/ Piezometer

Resolution shall verify/correct state records for ownership and location (as necessary) and convey rights to the United States.

Sub-Parcel 7:

Swift Current Land & Cattle LLC	55-800932	SW¼ NW¼ & W½SW¼ Sec. 210, T8S, R17E	Livestock watering
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Resolution shall verify state records for ownership and location and convey right to the United States.

Sub-Parcel 13:

Owner	Registration No.	Location	Use
Swift Current Land and Cattle LLC	55-624641	Lots 2, 3, and 4, and E½SW¼, SW¼SE¼ Sec. 7, T8S, R17E	Domestic
Swift Current Land and Cattle LLC	55-624629	Lots 2, 3, and 4, and E½SW¼, SW¼SE¼ Sec. 7, T8S R17E	Domestic

Prior to initiation of appraisal (end of first quarter 2018), Resolution shall verify if well No, 55-624641 is producing. If not producing, Resolution shall ensure abandonment of the well and disclaim any water right. If producing, Resolution shall verify/correct state records for location and convey any right associated with the well to the United States.

Sub-Parcel 14

The site visit identified a well located on this parcel. Prior to initiation of appraisal (end of first quarter 2018), Resolution shall verify ownership of the well and resolve any discrepancies with ADWR records. If not producing, Resolution shall ensure abandon of the well and disclaim any water right. If producing, Resolution shall verify/correct state records for ownership and location and convey any right associated with the well to the United States.

Parcel II.h. - Appleton Ranch

Sub-Parcel 1:

Owner	Registration No.	Location	Use	Capacity
Marc Francis Appleton	38-94410	NE¼ SW¼ Sec. 14, T21S, R18E	Wildlife Conservation	0.23 acre ft.

Marc Francis Appleton	38-94411	NE¼ SW¼ Sec. 14, T21S, R18E	Wildlife Conservation	1.22 acre ft.
Marc Francis Appleton	38-94412	NW¼ SE¼ Sec. 14, T21S, R18E	Wildlife Conservation	1.3 acre ft.

Resolution shall verify/correct state records for ownership and location (as necessary) and convey all rights to the United States.

Sub-Parcel 4:

Owner	Registration No.	Location	Use	Capacity
Peter Bryce Appleton, Trustee of the Peter Bryce Appleton Trust dated September 18, 1964	2569	SW¼ NW¼ Sec. 14, T21S, R18E	Stockwatering	150,000 gallons per annum
Peter Bryce & Susan Appleton	38-94418	NW¼ SW¼ Sec. 14, T21S, R18E	Wildlife Conservation	8.53 acre ft.
Swift Current Land and Cattle LLC	55-805300			

Resolution shall further verify the specifics of well Registry No. 55-805300. Resolution shall verify/correct state records for ownership and location (as necessary) and convey all rights to the United States.

Sub-Parcel 5:

Owner	Registration No.	Location	Use	Capacity
Ariel Appleton	38-94393	NW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.18 acre ft.
Ariel Appleton	38-94394	NE¼ SE¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.291 acre ft.
Ariel Appleton	38-94395	NW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	1.14 acre ft.
Ariel Appleton	38-94396	NW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.26 acre ft.
Ariel Appleton	38-94397	NW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.17 acre ft.
Ariel Appleton	38-94398	SW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.37 acre ft.
Ariel Appleton	38-94399	SW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.16 acre ft.

Ariel Appleton	38-94400	SW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.82 acre ft.
Ariel Appleton	38-94401	SW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.18 acre ft.
Ariel Appleton	38-94402	SW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.14 acre ft.
Ariel Appleton	38-94403	NW¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.48 acre ft.
Ariel Appleton	38-94404	SE¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.19 acre ft.
Ariel Appleton	38-94405	SE¼ NW¼ Sec. 15, T21S, R18E	Wildlife Conservation	0.13 acre ft.

Resolution shall verify/correct state records for ownership and location (as necessary) and convey all rights to the United States.

Sub-Parcel 6:

Owner	Registration No.	Location	Use	Capacity
Peter Bryce Appleton, et al.	38-94419	SW¼ NE¼ Sec. 17, T21S, R18E	Wildlife Conservation	0.012 acre ft.
Peter Bryce Appleton, et al.	38-94420	SE¼ SE¼ Sec. 17, T21S, R18E	Wildlife Conservation	2.9 acre ft.
Swift Current Land and Cattle,	55-648930	Sec 17, T21S, R18E		

Resolution shall verify the specifics of well Registry No. 55-648930. and verify/correct State records for ownership and location (as necessary) for the storage claims and convey all rights to the United States.

Sub-Parcel 7

Owner	Registration No.	Location	Use
Swift Current Land and Cattle LLC	55-650978		

Resolution shall verify the specifics of well Registry No. 55-650978. Resolution shall verify if well is producing. If not producing, Resolution shall ensure abandonment of the well and disclaim any water right. If producing, Resolution shall verify/correct state records for location and convey any right associated with the well to the United States and convey rights to the United States.

EXHIBIT C (cont.)

Other:

The following claims were identified through diligence performed by Resolution to establish existing water rights to be conveyed to the United States. They are shown separately to identify that they are not proposed for conveyance. Any actions identified here shall be completed by Resolution prior to closing. Further, for those water rights which are conveyed to the United States, Resolution agrees to support the United States' interest that the non-Federal lands are conveyed with the most accurate water rights records that are reasonably possible, by correcting other discrepancies found if the course of their diligence, if practicable in the course of conducting required actions.

Parcel I.a. - Turkey Creek, Gila County

Owner	Registration No.	Place of Diversion	Use	Quantity
George Cline Trust	36-275260	NE¼ SW¼ Sec. 3, T7N, R12E	Irrigation and Stockwatering	6.4 acre ft. annually

No use in at least 12 years. Resolution will disclaim any interest in this water right

Parcel I.b. - Tangle Creek

Owner	Certification No.	Place of Use	Use	Quantity
G&S Investments	4167.0001	SE¼ SE¼ Sec. 34, T9½ N, R5E	Stockwatering	36,135 gallons per annum
G&S Investments	4167.0001	SE¼ SE¼ Sec. 34, T9½ N, R5E	Domestic	209,500 gallons per annum
G&S Investments	4167.0001	SE¼ SE¼ Sec. 34, T9½ N, R5E	Irrigation	109.50 gallons per annum on 36.50 acres

No use in at least 12 years. Resolution will disclaim any interest in rights.

Parcel I.c. - Cave Creek

Owner	Registration No.	Place of Use	Place of Diversion	Use	Acres Irrigated
Johnson Cattle Co.	36-105175	NW¼ NE¼ Sec. 21 and SW¼ NE¼ Sec. 21, T7N, R4E	SE¼ SE¼ SW¼ Sec. 16, T7N, R4E	Irrigation	20 acres

Jackson Cartwright	36-61162	Sec. 21, T7N, R4E	Not indicated.	Domestic/ Stockwatering	N/A
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No use in at least 12 years, Resolution will disclaim any interest in rights.

Parcel II.f. - Lower San Pedro River

Sub-Parcel 5, 8, and 9:

Swift Current Land & Cattle LLC	55-624623	NE1/4 SE1/4 SE1/4 Sec. 19, T8S R17E	Industrial
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Resolution shall initiate correction of state record for location as claim not on parcel to be conveyed to the United States.

Parcel II.h. - Appleton Ranch

Sub-Parcel 2

Owner	Registration No.	Location	Use	Capacity
National Audubon Society	38-94428	NW¼ NE¼ Sec. 14, T21S, R18E	Wildlife Conservation	0.43 acre ft.

No action necessary. Claim is by 3rd party not in chain of ownership or a party to the exchange.

Sub-Parcel 4

Peter Bryce & Susan Appleton	38-94417	NW¼ NW¼ Sec. 14, T21S, R18E	Wildlife Conservation	0.12 acre ft.
Peter Bryce & Susan Appleton	38-94415	NW¼ NW¼ Sec. 14, T21S, R18E	Wildlife Conservation	0.33 acre ft.
Peter Bryce	38-94414	NW¼ NW¼ Sec. 14,	Wildlife	0.17 acre ft.
& Susan Appleton		T21S, R18E	Conservation	
Peter Bryce & Susan Appleton	38-94413	NW¼ NW¼ Sec. 14, T21S, R18E	Wildlife Conservation	0.15 acre ft.

Resolution shall initiate correction of state records for ownership and location as claims are not on parcel to be conveyed to the United States.

EXHIBIT D (Subject to revision based on survey)

Unpatented Mining Claims Affecting the Federal Parcel

Claim Name	Owner	Status	AZ Mining
ACE Amended	RCM	Unpatented	60173
ACE NO. 1	RCM	Unpatented	60174
ACE NO. 2	RCM	Unpatented	60175
ACE NO. 3	RCM	Unpatented	60176
ACE NO. 4	RCM	Unpatented	60177
ACE NO. 5	RCM	Unpatented	60178
ACE NO. 6	RCM	Unpatented	60178
ALTO Amended	RCM	Unpatented	60180
ALTO NO. 1 Amended	RCM	Unpatented	60181
ALTO NO. 10 Amended	RCM	Unpatented	60190
ALTO NO. 11	RCM	Unpatented	60191
ALTO NO. 2 Amended	RCM	Unpatented	60182
ALTO NO. 3 Amended	RCM	Unpatented	60183
ALTO NO. 4	RCM	Unpatented	60184
ALTO NO. 5	RCM	Unpatented	60185
ALTO NO. 7	RCM	Unpatented	60187
ALTO NO. 8 Amended	RCM	Unpatented	60188
ALTO NO. 9 Amended	RCM	Unpatented	60189
DAN 10	RCM	Unpatented	356189
DAN 13	RCM	Unpatented	356192
DAN 18	RCM	Unpatented	356197
DAN 8	RCM	Unpatented	356187
DAN 9	RCM	Unpatented	356188
EXTENSION NO. 39	RCM	Unpatented	60441
EXTENSION NO. 40	RCM	Unpatented	60442
EXTENSION NO. 41	RCM	Unpatented	60443
GLADIATOR NO. 1	RCM	Unpatented	359396
GLADIATOR NO. 2	RCM	Unpatented	359397
GLADIATOR NO. 3	RCM	Unpatented	359398
GLADIATOR NO. 4	RCM	Unpatented	359399
GLADIATOR NO. 5	RCM	Unpatented	359400
GLADIATOR NO. 6	RCM	Unpatented	359401
GLADIATOR NO. 8	RCM	Unpatented	359403
LEGAL TENDER 10	RCM	Unpatented	356893
LEGAL TENDER 11	RCM	Unpatented	356894
LEGAL TENDER 12	RCM	Unpatented	356895

Claim Name	Owner	Status	AZ Minino
LEGAL TENDER 13	RCM	Unpatented	356865
LEGAL TENDER 14	RCM	Unpatented	356866
LEGAL TENDER 15	RCM	Unpatented	356867
LEGAL TENDER 16	RCM	Unpatented	356896
LEGAL TENDER 17	RCM	Unpatented	356868
LEGAL TENDER 18	RCM	Unpatented	356869
LEGAL TENDER 19	RCM	Unpatented	356897
LEGAL TENDER	RCM	Unpatented	356884
LEGAL TENDER 2	RCM	Unpatented	356885
LEGAL TENDER 20	RCM	Unpatented	356870
LEGAL TENDER 21	RCM	Unpatented	356871
LEGAL TENDER 22	RCM	Unpatented	356872
LEGAL TENDER 23	RCM	Unpatented	356933
LEGAL TENDER 3	RCM	Unpatented	356886
LEGAL TENDER 4	RCM	Unpatented	356887
LEGAL TENDER 5	RCM	Unpatented	356888
LEGAL TENDER 6	RCM	Unpatented	356889
LEGAL TENDER 7	RCM	Unpatented	356890
LEGAL TENDER 8	RCM	Unpatented	356891
LEGAL TENDER 9	RCM	Unpatented	356892
OAK NO. 18	RCM	Unpatented	60141
OAK NO. 19	RCM	Unpatented	60142
OAK NO. 20 Amended	RCM	Unpatented	60143
OAK NO. 21	RCM	Unpatented	60144
OAK NO. 22	RCM	Unpatented	60145
OAK NO. 23	RCM	Unpatented	60146
OAK NO. 24	RCM	Unpatented	60147
OAK NO. 25	RCM	Unpatented	60148
OAK NO. 26	RCM	Unpatented	60149
OAK NO. 27	RCM	Unpatented	60150
OAK NO. 38 Amended	RCM	Unpatented	60165
OAK NO. 39 Amended	RCM	Unpatented	60166
OAK 40	RCM	Unpatented	405556
OAK NO. 41 Amended	RCM	Unpatented	60168
OAK NO. 42 Amended	RCM	Unpatented	60169
OAK NO. 43	RCM	Unpatented	60170
OAK NO. 44	RCM	Unpatented	60171
OAK NO. 9	RCM	Unpatented	60136
PINE NO. 7	RCM	Unpatented	60157
PINE NO. 8	RCM	Unpatented	60158
PINE NO. 9	RCM	Unpatented	60159
ROADSIDE 1 (NEW)	RCM	Unpatented	405551

Claim Name	Owner	Status	AZ Mining Claim
ROADSIDE 2 (NEW)	RCM	Unpatented	405552
ROADSIDE 3 (NEW)	RCM	Unpatented	405553
ROADSIDE 4 (NEW)	RCM	Unpatented	405554
ROADSIDE 5 (NEW)	RCM	Unpatented	405555
SOUTH SYNDICATE NO.	RCM	Unpatented	60245
SOUTH SYNDICATE NO.	RCM	Unpatented	60246
SOUTH SYNDICATE NO.	RCM	Unpatented	60247
SOUTH SYNDICATE NO.	RCM	Unpatented	60248
SOUTH SYNDICATE NO.	RCM	Unpatented	60249
SOUTH SYNDICATE NO.	RCM	Unpatented	60394
SOUTH SYNDICATE NO.	RCM	Unpatented	60395
SOUTH SYNDICATE NO.	RCM	Unpatented	60396
SOUTH SYNDICATE NO.	RCM	Unpatented	60397
SUN 62A	RCM	Unpatented	60304
SUN 63A	RCM	Unpatented	60305
SUN 64A	RCM	Unpatented	60306
SUN NO. 10	RCM	Unpatented	60258
SUN NO. 11	RCM	Unpatented	60259
SUN NO. 12	RCM	Unpatented	60260
SUN NO. 13	RCM	Unpatented	60261
SUN NO. 14	RCM	Unpatented	60262
SUN NO. 15	RCM	Unpatented	60263
SUN NO. 16	RCM	Unpatented	60264
SUN NO. 17	RCM	Unpatented	60265
SUN NO. 18	RCM	Unpatented	60266
SUN NO. 19	RCM	Unpatented	60267
SUN NO. 2	RCM	Unpatented	60250
SUN NO. 20	RCM	Unpatented	60268
SUN NO. 21	RCM	Unpatented	60269
SUN NO. 22	RCM	Unpatented	60270
SUN NO. 23	RCM	Unpatented	60271
SUN NO. 24	RCM	Unpatented	60272
SUN NO. 25	RCM	Unpatented	60273
SUN NO. 26	RCM	Unpatented	60274
SUN NO. 27	RCM	Unpatented	60275
SUN NO. 28	RCM	Unpatented	60276
SUN NO. 29	RCM	Unpatented	60277
SUN NO. 3	RCM	Unpatented	60251
SUN NO. 30	RCM	Unpatented	60278
SUN NO. 31	RCM	Unpatented	60279
SUN NO. 32	RCM	Unpatented	60280
SUN NO. 33	RCM	Unpatented	60281

Claim Name	Owner	Status	AZ Mining
SUN NO. 34	RCM	Unpatented	60282
SUN NO. 35	RCM	Unpatented	60283
SUN NO. 36	RCM	Unpatented	60284
SUN NO. 37	RCM	Unpatented	60285
SUN NO. 38	RCM	Unpatented	60286
SUN NO. 4	RCM	Unpatented	60252
SUN NO. 40	RCM	Unpatented	60288
SUN NO. 41	RCM	Unpatented	60289
SUN NO. 42A	RCM	Unpatented	60314
SUN NO. 44	RCM	Unpatented	60290
SUN NO. 45	RCM	Unpatented	60291
SUN NO. 46A	RCM	Unpatented	60315
SUN NO. 48	RCM	Unpatented	60292
SUN NO. 49	RCM	Unpatented	60293
SUN NO. 5	RCM	Unpatented	60253
SUN NO. 50A	RCM	Unpatented	60316
SUN NO. 58	RCM	Unpatented	60300
SUN NO. 6	RCM	Unpatented	60254
SUN NO. 62 Amended	RCM	Unpatented	60304
SUN NO. 63 Amended	RCM	Unpatented	60305
SUN NO. 64 Amended	RCM	Unpatented	60306
SUN NO. 65 Amended	RCM	Unpatented	60307
SUN NO. 66 Amended	RCM	Unpatented	60308
SUN NO. 67 Amended	RCM	Unpatented	60309
SUN NO. 68	RCM	Unpatented	60310
SUN NO. 7	RCM	Unpatented	60255
SUN NO. 8	RCM	Unpatented	60256
SUN NO. 9	RCM	Unpatented	60257

EXHIBIT E

Other:

1. At or prior to closing, resolution shall enter into the agreement with the Forest Service to further provision (i)(3) of the Act.
2. As specified under (g)(3) of the Act, at, or prior to, closing, Resolution shall relinquish all unpatented mining claims or portions of such claims located within the Apache Leap Special Management Area
3. Pending outcome of field inspections of the non-Federal parcels, Resolution shall remove all improvements, trash, or equipment from the parcels as specified by the Forest Service or BLM.
4. For all water rights conveyed to the United States, Resolution shall complete all actions required by the Arizona Department of Water Resources (ADWR) to ensure that all records and transfer applications are current, accurate and complete to the satisfaction of ADWR for filing by the United States with ADWR following conveyance.
5. Resolution will remedy any mining related physical safety hazards that are identified and mutually agreed upon as requiring pre-exchange remediation.

EXHIBIT F¹

IMPLEMENTATION SCHEDULE

Case Name: Action Item Feasibility Analysis (Items 1-8)	Responsible for Preparation	Responsible for Costs ²	Target Date
1. Obtain Title Insurance Commitment/preliminary title report for Non-Federal Land	Resolution	Resolution	Complete
2. Boundary Management Review	BLM (for both agencies)	Resolution	Complete
3. Federal Land Status Report	FS	Resolution	Complete
4. Water Rights Analysis	Resolution	Resolution	Complete
5. Identify Party Responsible for Costs		Resolution	Complete
6. Request BLM Serialization/ Segregation	BLM	Resolution	Complete
7. <i>Begin government-to-government consultation with "affected Indian tribes" pursuant to section c(3)(A) of the Act</i>	FS	Resolution	Complete - Initiated 8/15 per USFS Consultation Letter.
8. FS-Resolution to consult t pursuant to section c(3)(B) of the Act.	FS/Resolution	Resolution	Ongoing –
9. Initiate Public Scoping	FS	Resolution	NEPA scoping complete 3/18/16 – 7/18/16
10. Request Land Survey of Federal Lands	FS/BLM	Resolution	complete
11. Prepare Hazardous Substances Evaluation	FS/Resolution	Resolution	Complete; Updates required within 6 months of closing
12. Prepare NEPA Documentation	FS	Resolution	07/17 – 06/19
13. Draft ATI & Exhibits	FS/BLM/Resolution	Resolution	11/2017
14. Execute Agreement To Initiate (ATI)	FS/BLM/Resolution	Resolution	11/2017
15. Prepare Notice of Publication/Posting	FS	Resolution	12/20/2017
16. Notify County Commissioners, State Clearinghouse, Congressional Delegations, Tribal Governments, and other Agencies	FS	Resolution	12/22/2017
17. Notify Permittees	FS	Resolution	12/22/2017
18. 4-Week Publication Period, Including Wetlands and Floodplains Information	FS	Resolution	12/22/2017

19. Request Appraisals	FS	Resolution	1/15/2018
20. Survey work completed and legal descriptions finalized for all parcels	BLM	Resolution	5/2018
21. Complete Certificates of Possession	FS/BLM	Resolution	3/15/2018
22. Certificate of Use and Consent	FS/BLM	Resolution	6/1/2018
23. Obtain SHPO Concurrence	FS	Resolution	12/2018
24. Prepare TES Report/Consultation	FS	Resolution	7/2019
25. Prepare Wetlands/Floodplains Report	FS	Resolution	12/2018
26. *NEPA Comment Period	FS		6/19 – 8/19
27. Finalize Appraisals	Contract Appraiser	Resolution	1/15/20
28. Appraisal Technical Review	FS	Resolution	4/15/20
29. Agreement on Values	FS/Resolution		6/1/20
30. <i>Make Appraisals available for public review pursuant to section c(4)(b)(iv) of the Act</i>	FS		4/15/2020
31. Certify Estate Consistency	FS	Resolution	2/2020
32. Request Preliminary Title Opinion	FS/BLM		4/15/2020
33. Provide Preliminary Title Opinion	OGC/DOI Solicitor		5/15/2020
34. Draft Exchange Agreement	FS	Resolution	4/15/2020
35. Prepare/Obtain Replacement Authorizations/Relinquishments for Special Use Permits	Resolution	Resolution	5/1/2020
36. Prepare Deed to Non-Federal Land; Patent Request to Federal Land	Resolution/FS/BLM	Resolution	5/1/2020
37. Finalize NEPA Document	FS		7/3/2020
38. Publication of Final EIS	FS	FS	7/15/2020
39. Execute Exchange Agreement	Resolution/FS/BLM		7/15/2020
40. Record Exchange Agreement and Update Title Commitments	Resolution	Resolution	7/31/2020
41. Supplemental Certificates of Possession	FS/BLM	Resolution	7/31/2020
42. Closing Instructions Completed	Resolution/BLM/FS/Title Company	Resolution	8/14/2020
43. Deliver Deeds to Non-Federal Land	Resolution	Resolution	8/14/2020
44. Deliver Patent	BLM	Resolution	8/14/2020
45. Execute Easements and Secure Relinquishments/Terminations	Resolution/FS	Resolution	9/15/2020
46. Record Patent and All Deeds	Resolution/FS	Resolution	9/15/2020
47. File Water Rights Transfer/Use Documents	Resolution/FS	Resolution	9/15/2020

48. Return Deeds to Non-Federal Land with Title Insurance Policy	Title Company	Resolution	10/15/2020
49. Final Certificate of Use and Consent	FS/BLM	Resolution	10/15/2020
50. Return Copies of Recorded Patent or Deeds to RO	FS/BLM		
51. Request Final Title Opinion	FS/BLM)		10/15/2020
52. Provide Final Title Opinion	OGC/DOI Solicitor		11/15/2020
53. Post Status and Close Case	FS/BLM		12/31/2020

¹ Modified from the form implementation schedule in the Forest Service Land Acquisition Handbook Section 5409.13(39). Action Items in the form Exhibit F that are superseded by the Act have been removed. Actions items that are required by the Act, but not in the form Exhibit F are italicized.

² The Act requires Resolution to be responsible for all costs associated with the land exchange c(7).