

WHEN RECORDED, RETURN TO:

Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attn: Robert McConnell, Esq.

Ent 105902 Bk 241 Pg 108
Date: 05-JAN-2007 12:25PM
Fee: \$39.00 Check
Filed By: BDN
BRENDA NELSON, Recorder
MORGAN COUNTY
For: ROLLINS RANCH LLC

RESTRICTIVE COVENANT, EASEMENTS AND AGREEMENT

This Restrictive Covenant, Easement and Agreements (this "Agreement") is entered into this 12 day of Sept., 2006, by and between Rollins Ranch, LLC, a Utah limited liability company ("Owner") and Browning, a Utah corporation ("Browning"), collectively, the "Parties", and individually, a "Party".

RECITALS

A. Owner owns certain real property located in Morgan County, Utah, and more particularly described on Exhibit B, attached hereto and incorporated herein (the "Property"), and desires to develop the Property and construct certain improvements thereon.

B. Browning or its affiliates owns certain real property also located in Morgan County, Utah, and more particularly described on Exhibit C, attached hereto and incorporated herein (the "Browning Property"), in close proximity to the Property, which Browning uses as its corporate headquarters and to use and test firearms, which includes a firing range located on the Browning Property (the "Firing Range").

C. Because Browning is concerned about the possibility of injury to persons or property, Browning has in the past successfully opposed development of property located adjacent to or near the Browning Property.

D. Browning has agreed not to oppose the development of the Property and the construction of improvements, including residences, thereon, on the condition that Owner enter into this Agreement.

NOW, THEREFORE, in consideration of Browning's agreement not to oppose the development of Property as it is currently proposed in Exhibit D, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of Firing Range. Owner acknowledges that on the date hereof, Browning uses the Firing Range, which is in close proximity to the Property, as a firing range, and

that Browning engages in the testing of firearms thereon. Owner further acknowledges that Browning has from time to time used, and may in the future continue to use, the Browning Property for hunting purposes.

2. Agreement as to Browning Property. Owner hereby covenants and agrees that so long as Browning uses the Browning Property in accordance with all federal, state and local laws, Owner shall not engage in any action or institute any proceeding the purpose of which is to (a) end the use of the Firing Range as a firing range or firearm testing facility; (b) restrict the hours during which Browning may operate the Firing Range and/or conduct tests of firearms thereon; (c) require that Browning erect fencing or any other physical barrier between the Firing Range and the Property; (d) have Browning's use of the Firing Range declared a public or private nuisance; or (e) otherwise affect, impair, or restrict in any manner the use by Browning of the Browning Property as a firing range or firearms testing facility or for general hunting purposes.

3. Construction of Fence. Before issuance of any residential building permits, the Owner shall commence construction of any of the following on the Property which separates the Property and the Browning Property: a six foot (6') high fence with barbed wire across the top, slanting towards the Rollins Property, or an eight foot (8') high fence, or any other size and style of fence that Browning approves of. Such fence shall be completed before occupancy of any of the residential units. The purpose of the fence shall be to prevent climbing and/or trespassing onto the Browning Property. The fence shall be constructed in accordance with applicable laws and with such materials as Owner and Browning may determine, provided that the fence shall be constructed with materials which are sufficient to prevent cattle from entering onto the Rollins Property from the Browning Property. The fence shall be maintained and repaired by the Owner which maintenance and repair may be delegated by the Owner to a home owners association established by Owner in connection with the development of the Property (the "HOA"), which maintenance includes cleaning any garbage or other debris which homeowners of the Property may throw over the fence onto the Browning Property. In addition, the Owner (or the HOA) shall place clearly visible signage every 250 feet along the Fence which prohibits climbing over the Fence and trespassing onto the Browning Property.

4. Tree Barrier. Owner shall, at Owner's sole cost and expense, plant large evergreen and a variety of other large trees (the "Barrier Trees") along the fence line on both the Property and the Browning Property where residential lots abut the Browning property spaced at a distance agreed upon by both Browning and Rollins Ranch during site visits. The purpose of the Barrier Trees is to limit the noise created by the gun range. The Barrier Trees shall be watered and maintained by the Owner (or the HOA). The Barrier Trees shall be planted for each phase before any homes are occupied.

5. Water Run Off. Owner shall, at Owner's sole cost and expense, construct and maintain a tail water ditch between the Property and the Browning Property for the purposes of preventing the flood irrigation waterflow from the Browning Property and runoff water from entering onto the Property.

6. Easement Burdening Browning. Browning hereby grants to Owner and the HOA (and their employees, agents and contractors) a fifteen foot (15') easement over the portion of the Browning Property adjacent to the Property for the purposes of performing the obligations set forth in Sections 4 and 5 herein. Such easement shall include the right, if elected by the Owner and the HOA, to install underground automatic watering systems for the trees. Notwithstanding the foregoing, neither Owner, the HOA nor any of their employees, agents or contractors shall enter on the Browning Property for purposes of performing the obligations contained under Section 3 and Section 4 hereof, except during times agreed upon by Browning and Owner or the HOA.

7. Access to Browning Property. Owner hereby grants to Browning a permanent twenty foot (20') wide access easement and right of way over the Property to access the upper portion of the Browning Property, access to which is currently obtained by using the existing dirt road across the Property. The twenty foot (20') foot wide point of access of the permanent easement from the Property and onto the Browning Property is shown on Exhibit A, it being understood and agreed that the location of such easement over the Property, may, from time to time, be relocated so long as the easement provides reasonable vehicular access to the access point to the Browning Property shown on Exhibit A. Following completion of construction on the Property, Browning, Owner and the HOA shall enter into a recordable agreement specifically delineating the location of such easement. Conditioned upon the permanent access easement granted to Browning pursuant to this paragraph, Browning hereby abandons any current road or access easements Browning now has on the Property.

8. Easement Burdening Owner. Each Plat submitted to the Morgan County Council in connection with the development of the Property and each individual property plat shall contain the following language: "Browning Arms operates a fire arms test range on nearby property and periodic gun fire will be audible within the boundaries of the Property." In addition, a separate filing shall be attached to each deed which contains the language found in Exhibit E.

9. Pressurized Secondary Water System. Owner shall install (or shall cause the water company which currently owns and operates the secondary water system serving the Property and the Browning Property (the "Water Company")) to install underground a pressurized secondary water system to the multiple farming areas of the Browning Property depicted on Exhibit A attached hereto and made a part hereof. In connection therewith, Browning shall grant to the Owner or Water Company, as applicable, such easements as may be necessary for the installation of the secondary water system and maintenance thereof.

10. Use of Water on Property. Owner shall ensure that the secondary water provided to the Property shall not have a material adverse effect on the amount of secondary water currently being provided to the Browning Property; provided, however, this paragraph shall not be construed to prevent the Property from using its allotted percentage of water provided by the Water Company based upon the number of water shares attributable to the Property from time to time.

11. Restrictions to Run with the Land; Term of Restriction. The foregoing restrictions, covenants, and waivers shall run with the land affected thereby. This Agreement shall remain in effect until such time as Browning ceases its current uses of the Browning Property.

12. General Provisions.

a. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

b. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah.

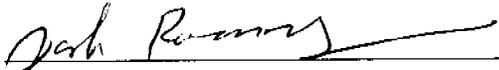
c. Amendments. This Agreement may be amended or terminated only by agreement of the Parties, which agreement must be in writing and signed by each of the Parties.

13. Non-Pursuit of Claims. In exchange for Owner's agreement as reflected herein, Browning agrees that it will not pursue legal action against Owner in connection with or relating to Owner's use of his Property. Browning hereby agrees to not assert any claims or initiate any action against Owner to prevent Owner from developing the Property in a manner consistent with those development and master plans, subdivisions plats and zoning designations for the Property which have been presented to and approved by an authorized representative of Browning, including as depicted on Exhibit D, and to the extent Owner's use of his Property does not violate any Federal, State or local laws including without limitation Federal Aviation Administration rules or regulations.

IN WITNESS WHEREOF, this Agreement was made and executed as of the date first above written.

OWNER:

ROLLINS RANCH, LLC, a Utah limited liability company

By: 
Name: Josh Romney
Title: Manager

BROWNING:

BROWNING, a Utah corporation

By: 
Name: R. Quay Walker
Title: CFO

STATE OF UTAH)

: ss.

COUNTY OF Morgan)

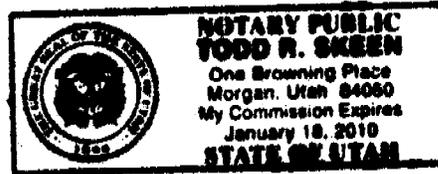
The foregoing instrument was acknowledged before me this 13th day of September, 2006, by Josh Romney, the Manager of Rollins Ranch, LLC, a Utah limited liability company, by and on behalf of said company.

Todd R. Sken

NOTARY PUBLIC

Residing at: Weber Co., Utah

My Commission Expires:



STATE OF UTAH)

: ss.

COUNTY OF Morgan)

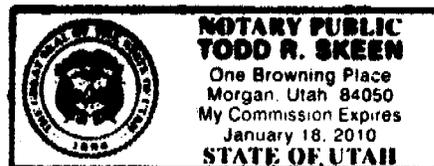
The foregoing instrument was acknowledged before me this 12th day of September, 2006, by R. Craig Walker, the CEO of Browning, a Utah corporation, by and on behalf of said corporation.

Todd R. Sken

NOTARY PUBLIC

Residing at: Weber Co., Utah

My Commission Expires: 01-18-2010

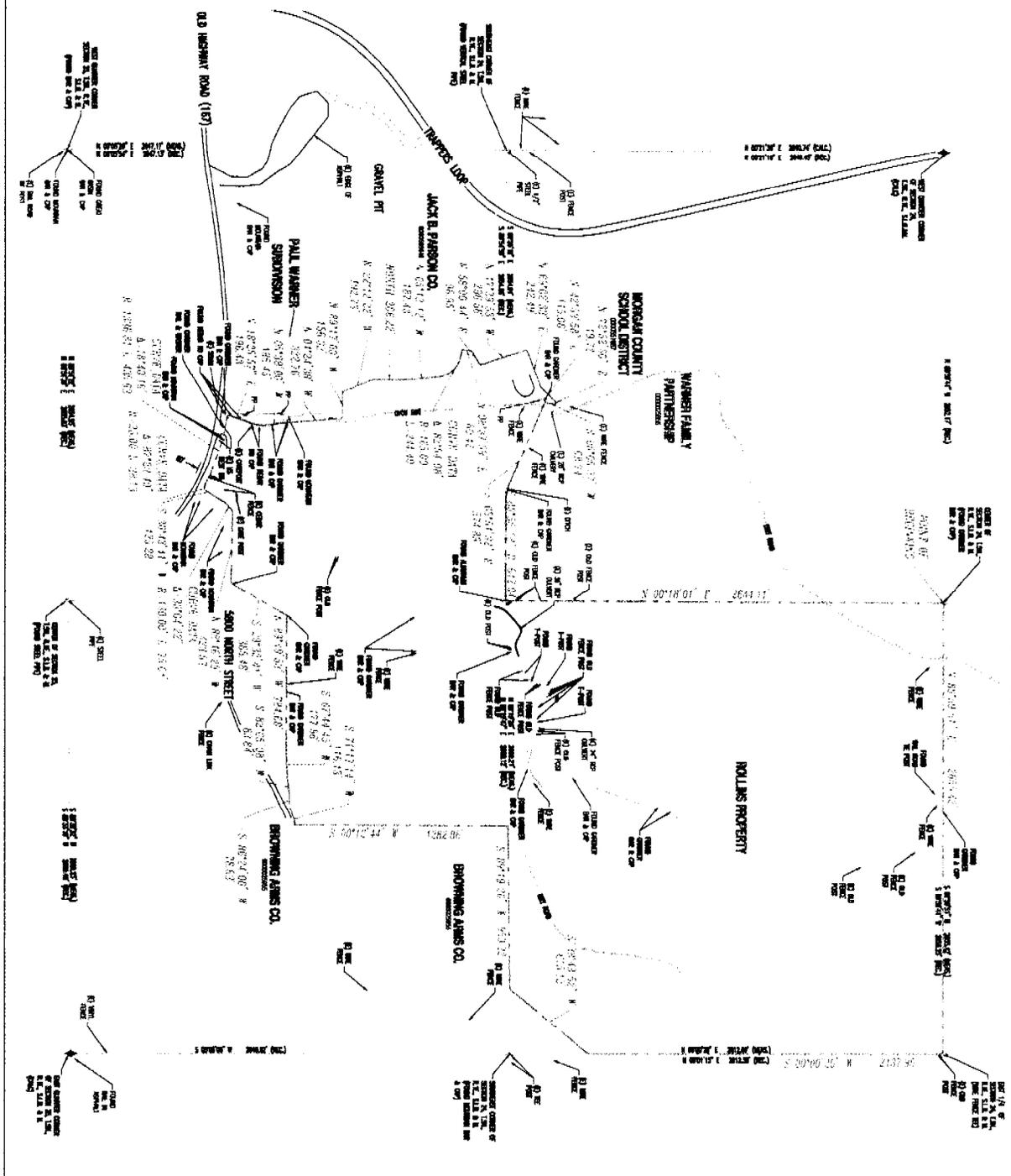


578008v2
756921.3

Exhibit A

Waterline Agreement and Upper Browning Access Point

578008v2
756921.3



DEVELOPMENT AGREEMENT

Exhibit B

(Property Legal Description)

BOUNDARY DESCRIPTION

BEGINNING ON THE CENTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'51" EAST ALONG SECTION LINE 2655.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00°00'20" WEST ALONG SECTION LINE 2137.95 FEET; THENCE SOUTH 38°48'52" WEST 615.12 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°19'26" WEST ALONG SAID QUARTER SECTION LINE 959.22 FEET; THENCE WESTERLY THE FOLLOWING 8 CALLS: SOUTH 00°12'44" WEST 1282.86 FEET, SOUTH 71°17'14" WEST 116.13, SOUTH 86°24'00" WEST 78.63 FEET, SOUTH 82°05'18" WEST 83.84 FEET, SOUTH 87°44'45" WEST 177.96 FEET, NORTH 89°49'53" WEST 784.68 FEET, SOUTH 29°32'41" WEST 385.48 FEET, NORTH 88°46'29" WEST 423.53 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°04'22" A DISTANCE OF 75.04 FEET (CHORD BEARS SOUTH 47°15'51" WEST 74.00 FEET); THENCE SOUTH 30°43'41" WEST 125.28 FEET TO A POINT OF CURVATURE; THENCE SOUTH WESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°23'49" A DISTANCE OF 38.13 (CHORD BEARS SOUTH 74°25'35" WEST 34.54 FEET) TO THE NORTH LINE OF THE OLD HIGHWAY (167) AND POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF A 1336.81 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°40'16" A DISTANCE OF 435.63 FEET (CHORD BEARS NORTH 71°38'24" WEST 433.71 FEET); THENCE NORTHERLY THE FOLLOWING 7 CALLS: NORTH 18°25'57" EAST 196.43 FEET, NORTH 05°38'00" WEST 185.45 FEET, NORTH 04°24'38" WEST 322.76 FEET, NORTH 89°17'00" WEST 156.32 FEET, NORTH 22°12'22" WEST 192.73 FEET, NORTH 206.22 FEET, NORTH 05°13'12" WEST 187.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°52'08" A DISTANCE OF 244.40 FEET (CHORD BEARS NORTH 47°39'16" WEST 222.67 FEET); THENCE NORTHERLY THE FOLLOWING 6 CALLS NORTH 08°37'59" EAST 60.42 FEET, NORTH 58°00'44" EAST 96.95 FEET, NORTH 17°29'53" WEST 296.56 FEET, NORTH 69°02'33" EAST 242.49 FEET, NORTH 42°59'58" EAST 115.06 FEET, NORTH 72°52'30" EAST 19.72 FEET; THENCE SOUTH 08°05'37" WEST 68.74 FEET; SOUTH 65°51'32" EAST 574.89 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°55'18" EAST 642.04 FEET ALONG SAID QUARTER SECTION LINE 642.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 00°18'01" EAST ALONG SECTION LINE 2644.11 FEET TO THE POINT OF BEGINNING.

CONTAINS - 10,860,592 SQ. FT. 249.32 ACRES

Ent 105902 Bk 0241 Pg 0116

Parcel #: - 03 - 005 - 027 - 03 - 005 - 029 - 01
 00 - 0003 - 3470 00 - 0071 - 5460
- 03 - 005 - 029 - 03 - 005 - 032 - 06 - 1
 00 - 0063 - 3521 00 - 0071 - 9593

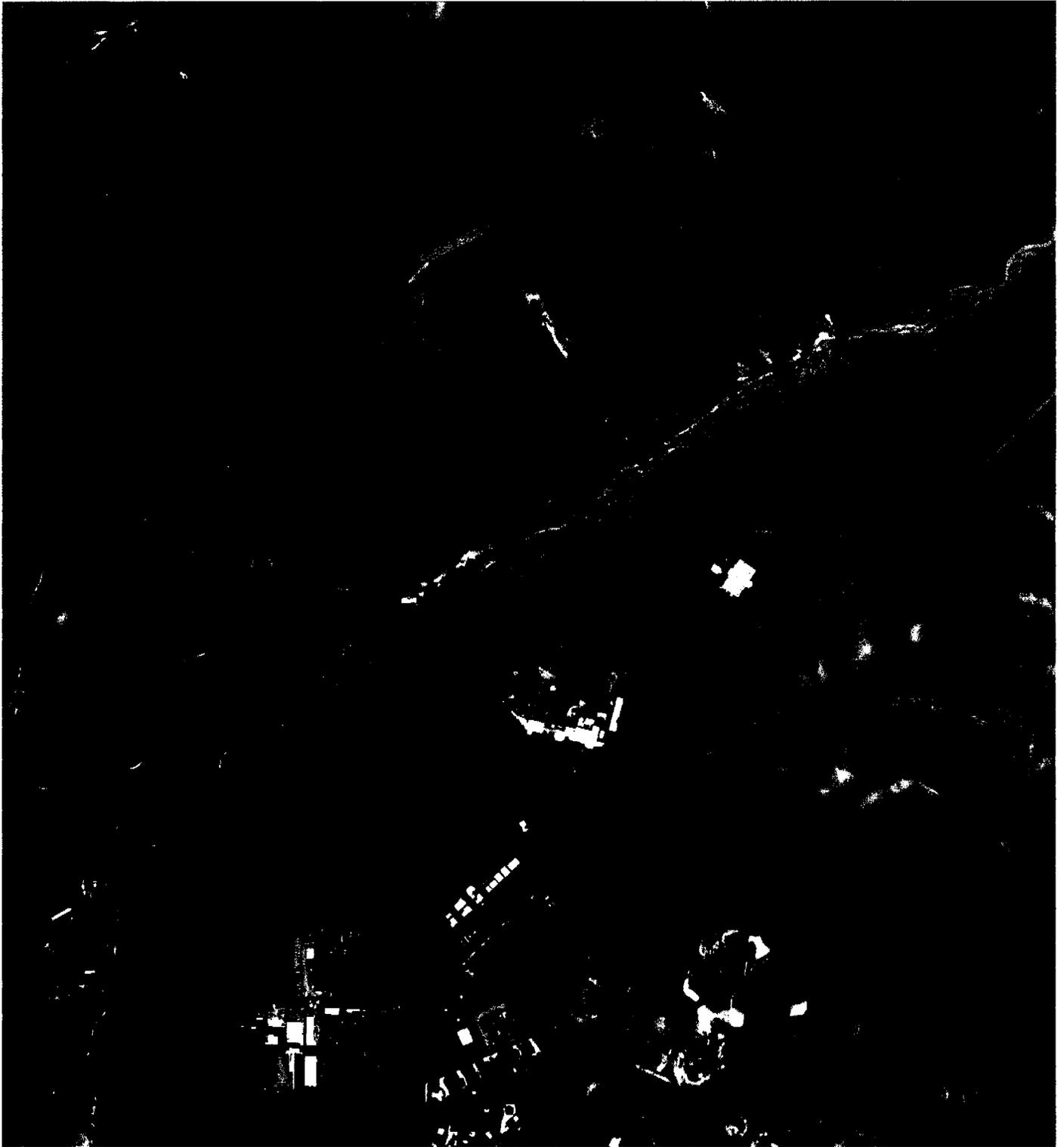


EXHIBIT E

RESTRICTIVE COVENANT

This Restrictive Covenant (this "Agreement") is entered into this 12th day of Sept., 2006, by Rollins Ranch L.L.C. ("Owner") for the benefit of Browning, a Utah corporation ("Browning"), collectively, the "Parties", and individually, a "Party".

RECITALS

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C. Because Browning is concerned about the possibility of injury to persons or property, Browning has in the past successfully opposed development of property located adjacent to or near the Browning Property.

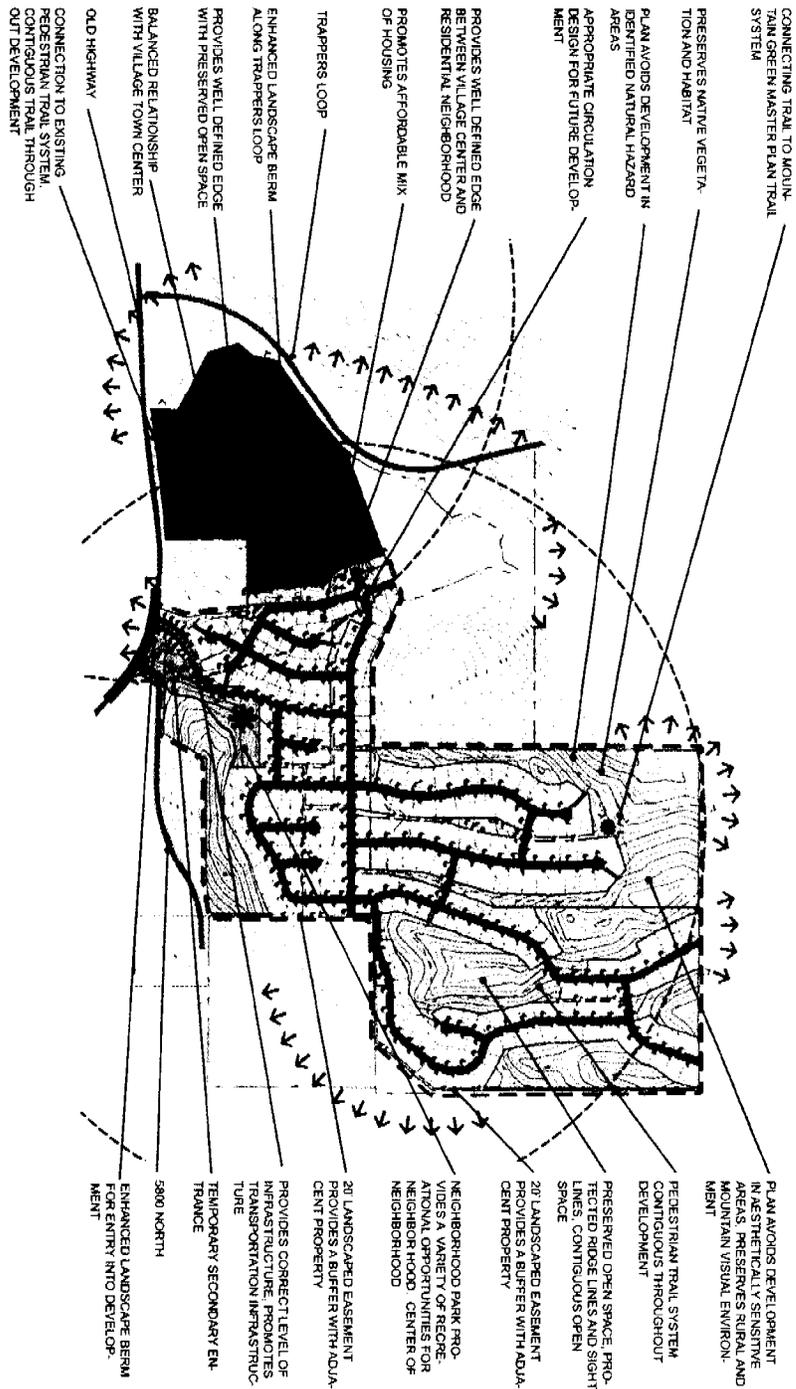
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5. Non-Pursuit of Claims. In exchange for Owner's agreement as reflected herein, Browning agrees that it will not pursue legal action against Owner in connection with or relating to Owner's use of his Property. Browning releases Owner and his successors and assigns of any and all claims it has or may have against Owner arising out of or relating in any way to Owner's use of the Property and acknowledges and agrees that Browning has no claims against Owner insofar as and to the extent Owner's use of his Property does not violate any Federal, State or local laws including without limitation Federal Aviation Administration rules or regulations.



Rollins Ranch
AT MOUNTAIN GREEN

Concept Master Plan

Legend

-  RR-1
-  R120
-  COMMERCIAL
-  OPEN SPACE
-  NEIGHBORHOOD PARK
-  PEDESTRIAN TRAIL
-  PAVED PEDESTRIAN TRAIL
-  TRAIL HEAD
-  EXISTING ROADS
-  PROPOSED ROADS
-  STREAMS
-  VIEW SHEDS
-  PROJECT LIMITS
-  PROPERTY LINES

