

for himself
and as Trustee for the Phillip
Trust Phil

ALAN R. BRIGGS
SUMMIT COUNTY RECORDER
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RIGHT OF WAY AND HUNTING EASEMENT AGREEMENT

THIS AGREEMENT between JARED F. BROWN, of ^{Orrey Layton, JB} ~~Beautiful~~, Utah (hereafter "Brown"), and PHILLIP MOON, of ~~Homes~~, Utah (hereafter "Moon"), dated this 1st day of April, 1991,

WITNESSETH:

WHEREAS, Brown is the owner of, or contemplates purchasing, certain real property in Summit County, Utah, more particularly described in Exhibit A, attached hereto, said property to be referred to hereafter as the "Brown Property"; and

WHEREAS, Moon is the owner of certain real property in Summit County, Utah, more particularly described in Exhibit B, attached hereto, said property to be referred to hereafter as the "Moon Property," which Moon Property is adjacent to, and partially surrounds, the Brown Property; and

WHEREAS, Brown is desirous of obtaining assured continuous rights of access to the Brown Property, and Moon is willing to assure such continuous rights of access; and

WHEREAS, Brown is desirous of obtaining hunting rights upon the Moon Property, and Moon is willing to grant such rights for a time period limited as provided herein; and

WHEREAS, the parties are desirous of expressly defining their respective rights and obligations with respect to the grazing of Moon's cattle upon the Brown Property;

NOW THEREFORE, the parties hereby agree and covenant as follows:

1. ACCESS TO BROWN PROPERTY:

a. Moon hereby agrees that, in the event Brown (or the heirs, assigns, tenants or invitees of Brown) shall hereafter be denied access to the Brown Property over roads, roadways, routes or paths presently existing between public highways and the Brown Property (hereafter "Existing Access Routes"), the approximate locations of which Existing Access Routes are indicated on the attached Exhibit C ("Map of Properties"), then Moon shall permit Brown to use one or more reasonable new routes of access across the Moon Property (hereafter "New Access Routes"), the approximate locations of which New Access Routes shall include, but not be limited to the locations indicated on the attached Exhibit C.

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b. In the event Brown shall be entitled hereunder to use such New Access Routes, Brown shall pay all costs of construction of roadways, routes or paths necessary as extensions or additions from those which exist prior to exercise of said right, and which form part of such New Access Route(s); but Brown shall be permitted, without cost, to use such pre-existing roadways, routes or paths (or parts thereof) which form part of such New Access Route(s).

c. Brown (or the heirs, assigns, tenants or invitees of Brown) shall at all times exercise the rights granted hereunder in a manner that will not interfere unduly with Moon's continued use of the Moon Property, including use for grazing livestock. Specifically, this includes an obligation on all users of Access Routes across the Moon Property to respect existing fences, to re-close gates opened for such access, and to avoid unnecessary contact with all cattle or other livestock.

2. BROWN'S HUNTING RIGHTS ON MOON PROPERTY:

For a period of seven (7) years from the date hereof, Brown (or the heirs, assigns, tenants or invitees of Brown) shall have the right to enter upon the Moon Property for the purpose of hunting wild game;

a. Provided that all hunting permitted hereunder shall be done only in compliance with all laws, rules and regulations promulgated by the State of Utah, which would be applicable if the Moon Property were public lands; and

b. Provided that such hunting shall not interfere unduly with Moon's continued use of the Moon Property, including use for grazing livestock. Specifically, this includes an obligation on all persons hunting on the Moon Property pursuant hereto to respect existing fences, to re-close gates opened for access to such hunting, and to avoid unnecessary contact with all cattle or other livestock.

3. GRAZING BY MOON'S CATTLE ON BROWN PROPERTY:

The parties acknowledge that the Brown Property is adjacent to and partially surrounded by the Moon Property, that Moon customarily grazes cattle upon the Moon Property, and that said cattle may from time to time wander onto, and graze upon, the Brown Property.

a. The parties agree that if Brown desires to protect the Brown Property from the grazing of Moon's cattle, then Brown shall assume the responsibility to initially repair and/or install fences around the perimeter of the Brown Property, and Brown shall retain the responsibility to

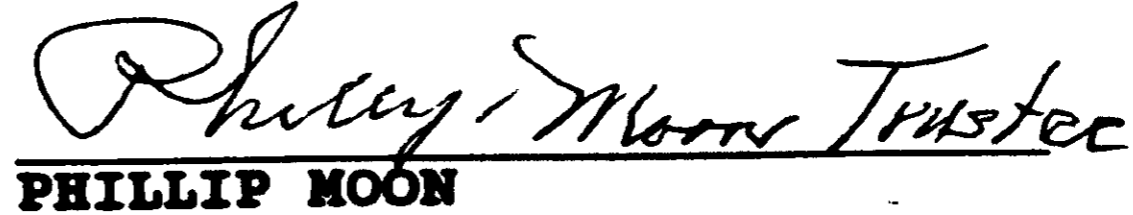
repair and maintain said fences with respect to all normal wear and tear, other than that caused by, or in connection with the Moon livestock.

b. If Brown shall initially repair and/or install protective fences around the perimeter of the Brown Property, then Moon shall be responsible thereafter to repair damage to such fence(s) to the extent such damage shall have been caused by, or in connection with the Moon livestock, and to that extent Moon shall make reasonable efforts to prevent his livestock from wandering onto the Brown Property.

c. If Brown shall elect not to repair or install such protective fences, then Moon shall have no obligation to prevent Moon's cattle from wandering onto the Brown Property, but Moon shall not remove or destroy any such pre-existing fences that may be present.

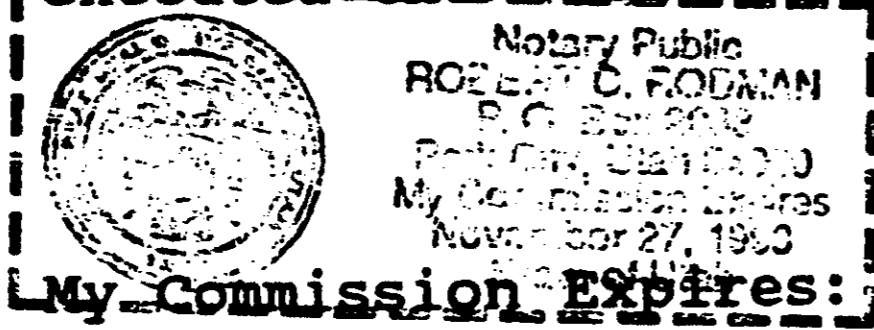
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

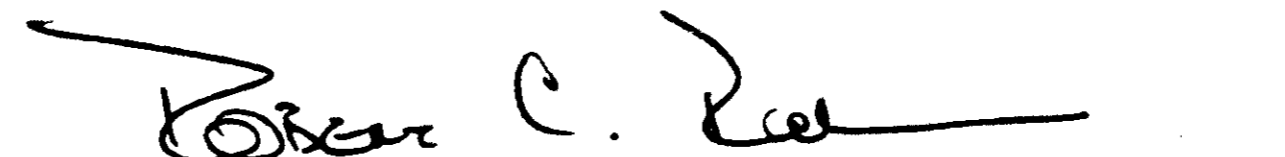

JARED F. BROWN


PHILLIP MOON

STATE OF UTAH)
 : ss.
COUNTY OF Summit)

On this 27 day of November, 19 91, personally appeared before me JARED F. BROWN, who acknowledged to me that he ~~executed the within~~ instrument.



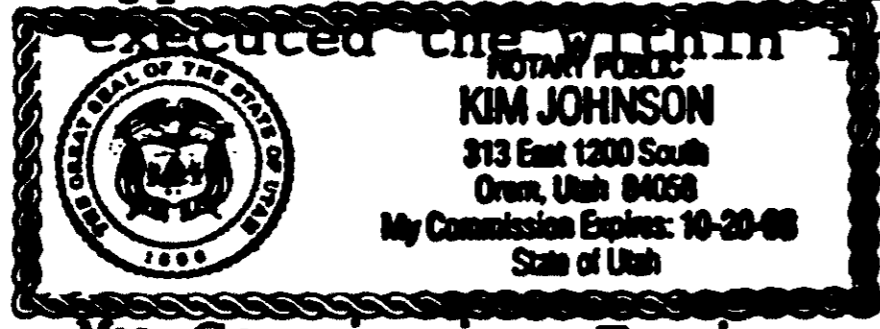

Notary Public in and for the State
of Utah

Nov 27, 1993

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STATE OF UTAH)
)
COUNTY OF Was) : ss.

On this 1ST day of April, 1991, personally
appeared before me **PHILLIP MOON**, who acknowledged to me that he
executed the within instrument.



My Commission Expires:

10-20-93

Kim Johnson
Notary Public in and for the State
of Utah

EXHIBIT A
DESCRIPTION OF BROWN PROPERTY

PARCEL 1: PURCHASED BY JARED F. BROWN FROM PHILLIP MOON:

The following Real Property located in Summit County, Utah:

Township 2 South, Range 6 East, Salt Lake Base and Meridian;

Section 27: The Northeast Quarter of the Northeast Quarter, being 40 acres.

**PARCEL 2: PURCHASED BY JARED F. BROWN FROM CORPORATION OF THE
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF
LATTER-DAY SAINTS:**

The following Real Property located in Summit County, Utah:

Township 2 South, Range 6 East, Salt Lake Base and Meridian;

Section 22: The South Half of the Southwest Quarter;

Section 27: The West Half of the Northeast Quarter; the Southeast Quarter of the Northeast Quarter; and the East Half of the Northwest Quarter;

Section 27: Commencing at the Southeast corner of the Southwest Quarter of Section 27, in Township 2 South, Range 6 East, Salt Lake Base and Meridian; and running thence North 108 rods; thence West 88-8/9 rods; thence South 108 rods; thence East 88-8/9 rods to the place of beginning; excepting, however from said tract that portion thereof described in a Quit Claim Deed recorded in Book "F" of Quit Claim Deeds, Page 434 and in a Warranty Deed recorded in Book Y of Warranty Deed Records at Page 113, in the office of the County Recorder of said Summit County. Including also, the right of way to pass over with wagons, and horses only at their will through a certain lane that leads from the county road at a point approximately 63 rods South of the Northwest Corner of the Northwest Corner of the Southwest Quarter of Section 27, Township 2 South, Range 6 East of the Salt Lake Meridian, and East to the West side of the above conveyed tract of land.

Section 34: The West 2101.935 feet of the Northeast Quarter, excepting therefrom, commencing 199 feet North of the Southeast Corner of the Southeast Quarter of the Northwest Quarter of Section Thirty-four, Township Two South, Range Six East, Salt Lake Base and Meridian, and running thence eleven rods in a Southeasterly direction along the State highway, thence North eighteen rods and five feet, thence in a Northwesterly direction, Eleven rods, to a point 18 rods, and 5 feet North of the place of beginning, thence South eighteen rods and five feet to the place of beginning;

Being 460 acres.

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**EXHIBIT B
DESCRIPTION OF MOON PROPERTY**

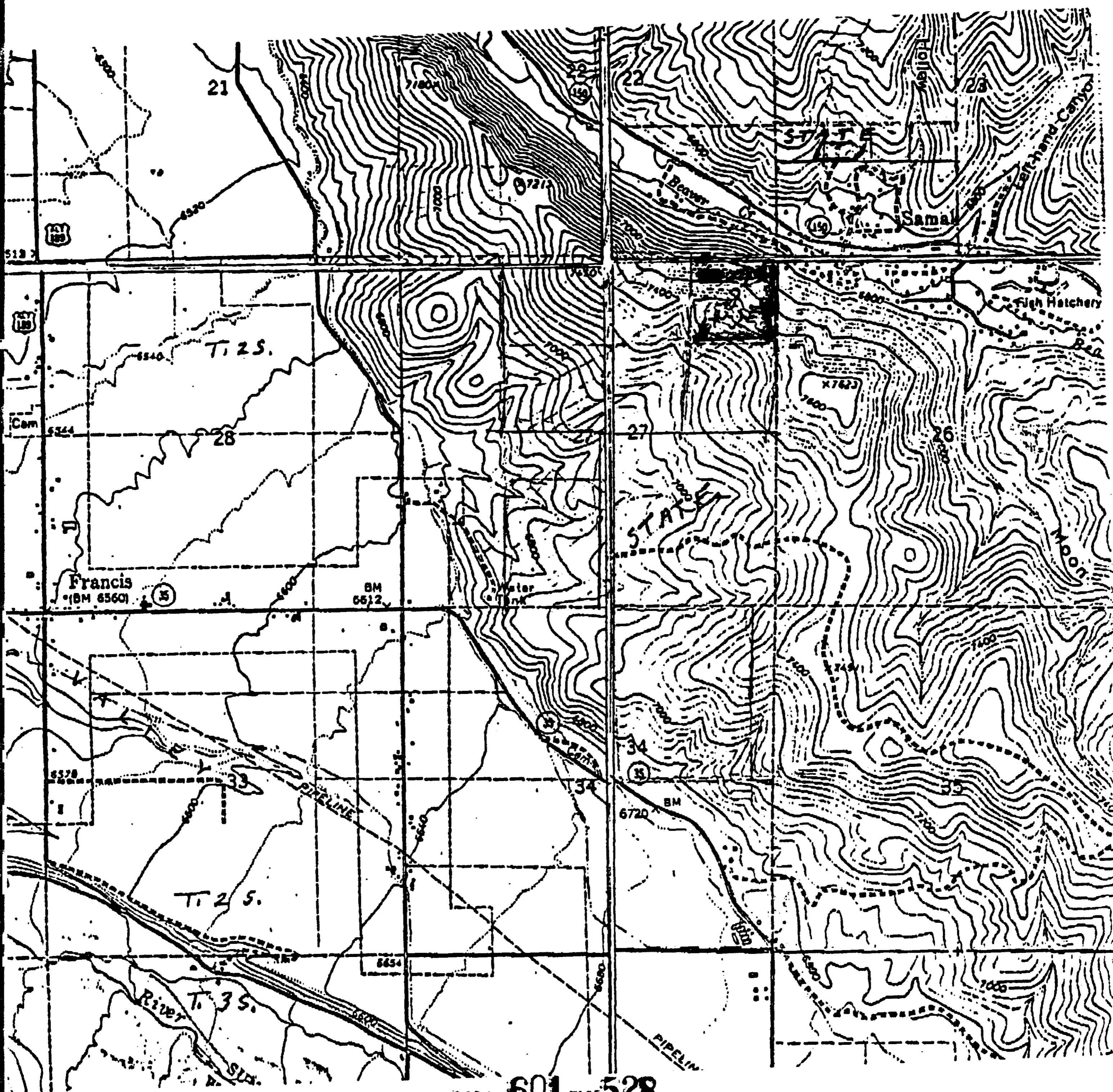
**PROPERTY BELONGING TO PHILLIP MOON WHICH IS SUBJECT TO
ACCESS AND HUNTING RIGHTS GRANTED HEREIN TO JARED F. BROWN**

Township 2 South, Range 6 East, Salt Lake Base and Meridian:

Property owned by Phillip Moon within Sections 25, 26, 27, 34, 35
and 36.

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EXHIBIT C
MAP INDICATING LOCATION OF ACCESS ROUTES



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