

WHEN RECORDED, RETURN TO:

JONES, WALDO, HOLBROOK & McDONOUGH  
170 South Main Street, Suite 1500  
Salt Lake City, Utah 84101  
Attn: Keven M. Rowe

E 095955 B 205 P 0852  
Date 13-MAY-2004 4:12pm  
Fee: 23.00 Check  
BRENDA NELSON, Recorder  
Filed By NPS  
For BONNEVILLE TITLE CO  
MORGAN COUNTY

### RESTRICTIVE COVENANT

This Restrictive Covenant (this "Agreement") is entered into this 30<sup>th</sup> day of April, 2004, by JOSEPH ROUSSEAU and SIMONE ROUSSEAU, husband and wife as joint tenants ("Owner") for the benefit of BROWNING ARMS COMPANY, a Utah corporation ("Browning"), collectively, the "Parties", and individually, a "Party".

### RECITALS

A. Browning owns certain real property located in Morgan County, Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein (the "Property").

B. Browning or its affiliates owns certain real property also located in Morgan County, Utah, and more particularly described on Exhibit "B", 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 to sell the Property to Owner on the condition that Owner enter into this Agreement.

NOW, THEREFORE, in partial consideration of Browning's agreement to sell the Property to Owner, 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 (i) end the use of the Firing Range as a firing range or firearm testing facility; (ii) restrict the hours during which Browning may operate the Firing Range and/or conduct tests of firearms thereon; (iii) require that Browning erect fencing or any other physical barrier between the Firing Range and the Property; (iv) have Browning's use of the Firing Range declared a public or private nuisance; or (v) 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.


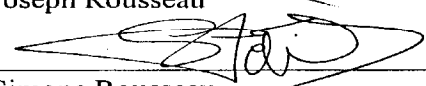
3. Restrictions to Run with the Land; Term of Restriction. The foregoing restrictions, covenants, and waivers shall run with the land affected thereby. This Agreement shall remain in effect until such time as Browning ceases its current uses of the Browning Property.

4. 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.

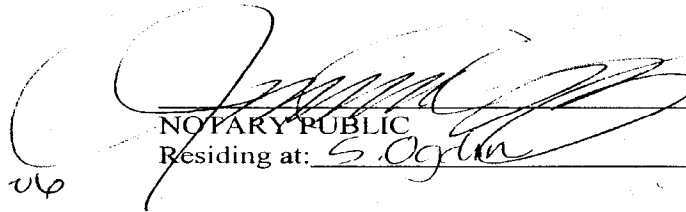
**IN WITNESS WHEREOF**, this Agreement was made and executed as of the date first above written.

OWNER:

  
\_\_\_\_\_  
Joseph Rousseau  
  
\_\_\_\_\_  
Simone Rousseau

STATE OF UTAH )  
 : ss.  
COUNTY OF Weber )

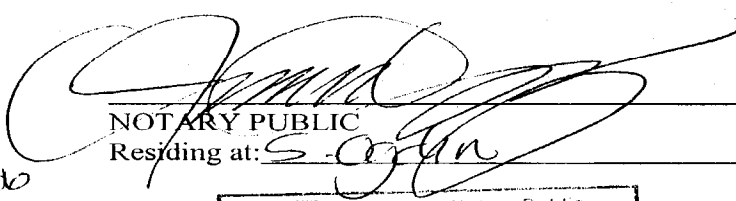
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2004, by Joseph Rousseau, an individual.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: S. Ogden

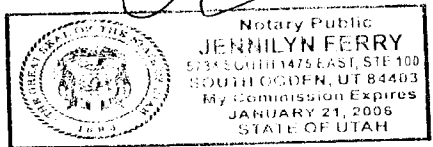
My Commission Expires: 01-21-06

STATE OF UTAH )  
 : ss.  
COUNTY OF Weber )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2004, by Simone Rousseau, an individual.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: S. Ogden

My Commission Expires: 01-21-06



**EXHIBIT "A"**

**Description of Property**

A part of the East half of the Northeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; running thence South 36 rods; thence East 33 rods; thence North 49 rods; thence West 33 rods; thence South 13 rods to beginning. Subject to existing rights of way. (03-005-038-01 and Part of 03-005-038)

**EXHIBIT "B"**

**Description of Browning Property**

**TRACT 3:**

**Parcel 1: All of Section 19, Township 5 North, Range 2 East, Salt Lake Base and Meridian. EXCEPT 82 acres, and more particularly described as follows:**

Commencing at the intersection of the South line of Section 19 with the West line of the Canyon Road, which point is 220 rods west of the Southwest corner of the said Section 19; thence West to the southwest corner of said Section 19; thence North 320 rods to the Northwest corner of said Section 19; thence East 320 rods to the Northeast corner of said Section 19; thence South 170 rods to the intersection of the East line of said Section with the North line of Canyon Road; thence Southwesterly following said Canyon Road to the place of beginning. Containing 554.53 acres, more or less.

**Parcel 2: Lot 1 of Section 35, Township 5 North, Range 2 East, Salt Lake Base and Meridian. Containing 41.38 acres.**