# LEASE COVENANT

This Lease Covenant is executed by the UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT ("BLM") and CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole (the "Corporation") and is made a part of that certain Lease of even date herewith (the "Martin's Cove Lease" or "Lease") between the BLM as lessor and the Corporation as lessee, respecting real property located in Natrona County, Wyoming (the "Leased Land"):

W I T N E S S E T H :

**Preliminary Matters:**

1. The Lease provides that the Corporation shall enter into a lease covenant to provide public ingress and egress (defined below), over and across the "Private Land" (defined below).

2. Public ingress and egress to the Leased Land have previously been provided pursuant to a "Non-Exclusive Road Easement" between the Corporation and the Sun Brothers, Inc. as Grantor and the BLM as Grantee dated March 11, 1997 as amended by "Amendment to Easement RE-W3-275" and "Second Amendment to Easement RE-W3-275" (collectively the "Easement").

3. This Lease Covenant supersedes and replaces the Easement in its entirety. From and after the complete execution hereof, the Easement shall be extinguished, shall be of no further force and effect between the parties, and each party to the Easement shall be released from its respective obligations thereunder. BLM shall execute and record a quitclaim deed and other documents necessary to terminate and release the Easement of record.

4. This Lease Covenant complies with the terms of the Martin's Cove Lease and is incorporated therein and made a part thereof.

**Private Land**

5. The Corporation is the owner of the following described private real property ("Private Land") situated in the County of Natrona, State of Wyoming, which is adjacent to the Leased Land, to wit:

> The Northeast Quarter of the Northeast Quarter (NE¼NE¼) of Section 33; the Northwest Quarter of the Northwest Quarter (NW¼NW¼), and the South Half of the North Half (S½N½) of Section 34; and the South Half of the Southwest Quarter (S½SW¼), the Northeast Quarter of the Southwest Quarter (NE¼SW¼), the South half of the Northwest Quarter (S½NW¼), the Southwest Quarter of the Northeast Quarter (SW¼NE¼), and the Northwest Quarter of the Northwest

Quarter of the Southeast Quarter (NW¼NW¼SE¼) of Section 35, Township 29 North, Range 87 West, Sixth Principal Meridian.

6. The Corporation covenants to provide public ingress and egress across the Private Land for passage to and from the Leased Land (as described in the Lease) and to the trail leading to Devil's Gate by allowing the public to travel over the existing roads (the "Roads") and trails (the "Trails") shown on the map and specifically identified thereon, which map is attached to this Lease Covenant as Exhibit "A." The right of ingress and egress over and across the Roads shall be limited to passenger vehicles, bicycles, and pedestrians only, and the right of ingress and egress over and across the Trails shall be limited to pedestrians only.

7. The public's rights on the Private Land are limited exclusively to ingress and egress over and across the Roads and Trails for the purpose of accessing the Leased Land for lawful and permissible reasons consistent with its historic nature. The Corporation retains all other property rights with respect to the Private Land, including, without limitation, the right to prohibit or regulate all other uses of the Private Land and the Roads and Trails. The Corporation retains the right to impose reasonable regulations on the use of the Roads and Trails for public ingress and egress, including regulations designed to promote public safety, protect environment and the historic nature of the area, preserve the Roads and Trails, and to impose such other regulations as may be necessitated by weather conditions, nighttime hours, or other reasonable considerations, including, without limitation, the right to temporarily close the Roads and Trails, provided that public ingress and egress are not unreasonably limited. Nothing in this Lease Covenant shall be construed to allow public use of the Private Land or the Leased Land, including the Roads and Trails, by off-road recreational vehicles or for reasons other than access to Martin's Cove and to the trail leading to Devil's Gate.

**Term of Lease Covenant**

8. This Lease Covenant will remain in full force and effect as long as the Martin's Cove Lease remains in effect, and will terminate immediately upon the termination of that Lease for any reason.

**Additional Provisions**

9. The parties hereto understand and agree that the Roads and Trails, including the trails on the Leased Land, and the Leased Land itself, are in a mountainous area and that certain dangerous conditions may exist which are inherent to the area. The parties further understand and agree that the Roads and Trails and the Leased Land itself, will be maintained, if at all, in their currently existing condition. All persons using the Roads and Trails and the Leased Land will do so at their own risk.

10. Except for the limited rights of public ingress and egress over the Private Land, as set forth herein, neither the Martin's Cove Lease nor this Lease Covenant shall benefit or confer any rights upon any person or entity which is not a party to the Martin's Cove Lease and the Lease Covenant.

11. This Lease Covenant is a part of and is specifically incorporated into the Martin's Cove Lease. In the event of a conflict between any of the terms and provisions of the Martin's Cove Lease and this Lease Covenant, the relevant term or provision of this Lease Covenant shall control.

FOR EXECUTION BY LESSEE
IN WITNESS WHEREOF:

(Signature of Lessee's Authorized Agent)

(Signature of Witness)

10.26.04
(Date)

The United States of America

(Authorized Officer)

(Title)

Oct 26, 2004
(Date)

On October 26, 2004 the above people signed this document.

Mary E Scheer 10/26/04

MARY E. SCHEER - NOTARY PUBLIC
COUNTY OF LARAMIE
STATE OF WYOMING
MY COMMISSION EXPIRES NOV. 14, 2007

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