

COVENANT NOT TO RE-GRAZE

Sand Hollow Allotment #01064; Beacon Dual Use Allotment #1076

EDWARD L. BOWLER, 438 East 840 South, St. George, UT 84770 (the "Owner"), for the sum of Ten and no/100s Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby gives this Covenant Not to Re-graze to CLARK COUNTY, NEVADA, a governmental entity created pursuant to the laws of the State of Nevada (the "County").

RECITALS

- A. Owner has conveyed all of Owner's right, title and interest, if any, in and to the preference rights and permits ("Preference Rights") for the Department of the Interior, Bureau of Land Management ("BLM") Grazing Allotment #01064, commonly known as Sand Hollow which encompasses 35,174 acres, more or less, of BLM, land (the "Sand Hollow Allotment"), and which allotment is more particularly described on Exhibit A, and depicted on Exhibit A-1, attached hereto and by this reference made a part hereof, for the purpose of GMCC, Ltd. in turn conveying all of its interest in the Preference Rights and in the Sand Hollow Allotment to the County.
- B. Owner has conveyed all of Owner's right, title and interest, if any, in and to the preference rights and permits ("Preference Rights") for the Department of the Interior, Bureau of Land Management ("BLM") Grazing Allotment #1076, commonly known as Beacon Dual Use which encompasses 41,110 acres, more or less, of BLM, land (the "Beacon Dual Use Allotment"), and which allotment is more particularly described on Exhibit A, and depicted on Exhibit A-1, attached hereto and by this reference made a part hereof, for the purpose of GMCC, Ltd. in turn conveying all of its interest in the Preference Rights and in the Beacon Dual Use Allotment to the County.
- C. The Sand Hollow Allotment and the Beacon Dual Use Allotment are collectively referred to as the "Allotment."
- D. Owner is the owner of Tract 3 of the base property to which the Preference Rights for the Sand Hollow Allotment were attached, which base property is more particularly described on Exhibit B, attached hereto and by this reference made a part hereof. ("Base Property").
- E. Owner has conveyed all of Owner's right, title and interest in and to the range improvements located upon the Sand Hollow Allotment, more particularly described on Exhibit C, attached hereto and by this reference made a part hereof (the "Range Improvements"), to the extent that such range improvements are associated with or used for the Allotment, for the purpose of GMCC, Ltd. in turn conveying all of its interest in the Range Improvements to the County. The Allotment and the Range Improvements are collectively referred to as the "Assets".
- F. The land covered by the Allotment is designated by the United States Fish and Wildlife Service as Critical Habitat for the Desert Tortoise.
- G. County is the administrator of a Habitat Conservation Plan ("HCP") developed to assist in the conservation of the Desert Tortoise. The HCP was developed pursuant to the provisions of the Endangered Species Act and is commonly known as the Desert Conservation Plan ("DCP"). Included among the terms of the DCP is a provision that the County shall stand

ready to purchase appropriate grazing allotments from willing sellers upon terms mutually satisfactory to the owners thereof and the County.

- H. County has purchased the Assets, based upon this covenant and assurance that the land within the Allotment shall not thereafter, at the election of the County, be available for livestock grazing purposes pursuant to the laws of the United States and regulations adopted and enforced by the BLM.

COVENANT NOT TO RE-GRAZE

Now, therefore, Owner covenants and agrees as follows:

1. Owner covenants and agrees on behalf of the Owner, except as provided hereinafter, not to apply or re-apply, at any time in the future, for any permit from the BLM or any successor agency with jurisdiction, for the lands included in the Allotment.
2. Owner also covenants and agrees that Owner shall not use or allow the use of the Base Property in connection with grazing activities upon the Allotment after closing, it being the intention of both the County and the Owner that the Base Property shall never be used as Base Property for the Allotment or the land within the Allotment, whether now or in the future, whether such Base Property is owned by Owner or subsequent assignees, designees or grantees.
3. If the Owner violates this Covenant Not to Re-graze by applying or re-applying for a permit, lease or other right to graze, then, in such event, the County, its successors and assigns, shall have all remedies available at law or in equity, including, without limitation, the remedy of injunction, and all attorney fees and collection costs, and all direct and indirect costs incurred by the County, its successors or assigns with respect to acquisition or maintenance of the Assets.

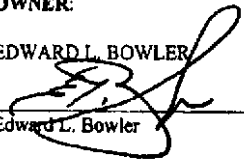
Done this ___ day of August, 2001.

08/02/2001 15:20 LAW OFFICES

NO. 004 D14

OWNER:

EDWARD L. BOWLER


Edward L. Bowler

STATE OF Utah)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me this ____ day of August, 2001, by Edward L. Bowler.

WITNESS my hand and official seal.

My commission expires: May 21, 2005

(SEAL)

Jaime Gargano
Notary Public



EXHIBIT A
DESCRIPTION OF PROPERTY

All or portions of the following described property located in Clark County, Nevada, as further depicted on the attached Exhibit A-1:

SAND HOLLOW ALLOTMENT

- T. 11 S., R. 71 E., Sections: 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33 ALL.
- T. 11 S., R. 71 E., Sections: W1/4 of 10, 15, 22, 27 and 34.
- T. 11 S., R. 71 E., Sections: 1, 3, 4, 5 and 6 - PORTIONS.
- T. 12 S., R. 71 E., Sections: 4, 5, 6, 7, 8, 9, 16, 17 and 18 - ALL.
- T. 12 S., R. 71 E., Sections: W1/4 of 3, 10 and 15.
- T. 12 S., R. 71 E., Sections: 19 - PORTIONS.
- T. 11 S., R. 70 E., Sections: 1, 2, 11, 12, 13, 14, 22, 23, 24, 25, 26, 27, 34, 35 and 36 - ALL.
- T. 11 S., R. 70 E., Sections: 15, 21, 28 and 33 - PORTIONS.
- T. 12 S., R. 70 E., Sections: 1, 2, 11, 12 and 13 - ALL.
- T. 12 S., R. 70 E., Sections: 3, 4, 10, 14, 23 and 24 - PORTIONS.

BEACON DUAL USE ALLOTMENT:

- T. 11 S., R. 70 E., Sections: 3, 4, 8, 9, 10, 16 and 17 - ALL.
- T. 11 S., R. 70 E., Sections: 5, 6, 7, 15, 18, 21 and 20 - PORTIONS.

EXHIBIT A-1
MAP OF ALLOTMENT

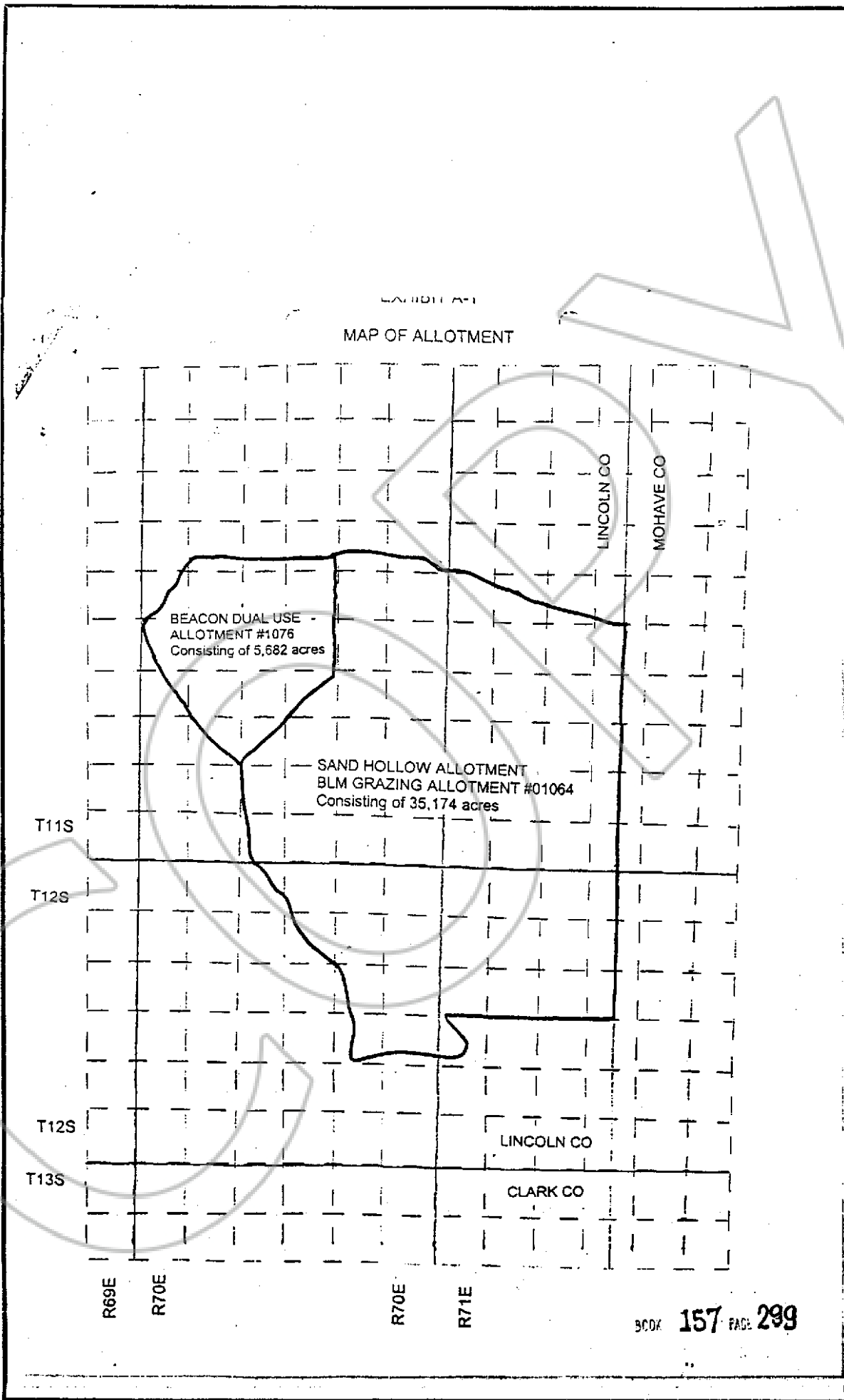


EXHIBIT B
DESCRIPTION OF BASE PROPERTY
SAND HOLLOW ALLOTMENT

Tract 1 (Hafen Bros., LLC):

Township 5 South, Range 69 East, Mount Diablo Base and Meridian, Lincoln County, Nevada:

The N1/2 Section 22,
The SW1/4, S1/2 SE1/4, NW1/4 SE1/4, S1/2 NW1/4, SW1/4 NE1/4 Section 15,
The N1/2 SE1/4 Section 16
and also a parcel of land 1.73 acres in size in the SE1/4 NE1/4 Section 15

Containing 801.73 acres, more or less.

Tract 2 (GMCC, Ltd.):

Parcel 1: The N1/2 of Lot 1, and all of Lot 8, Block 25, St. George and Santa Clara Bench Irrigation Company Survey, as platted on the official map of said survey on file in the office of the Recorder of Washington County, Utah.

Parcel 2: All that part of Marius Ensign's Entry of the S1/2 NE1/4 of Section 17, T42S, R16 W, S.L.M., not included in Lots or Blocks of Santa Clara Townsite and Field Survey, less 1.49 acres sold to E.C. and Fay L. Gates, owned by GMCC, Ltd.

Parcel 3: Lot 8, Block 10, Santa Clara Townsite and Field Survey, as platted on the official map of said survey on file in the office of the Recorder of Washington County, Utah, containing fifty-nine one-hundredths (59/100) acre, more or less.

Parcel 4: Lots 6 and 7, Block 7, Santa Clara Townsite and Field Survey, as platted on the official map of said survey on file in the office of the Recorder of Washington County, Utah.

Parcel 5: Lots 4 and 5, Block 6, Santa Clara Townsite and Field Survey, as platted on the official map of said survey on file in the office of the Recorder of Washington County, Utah, containing 5.06 acres, more or less.

Tract 3 (Edward L. Bowler):

Lot 2 and beginning at the Northwest corner of the SW1/4 NE1/4 of Section 5, T37S, R18 W, SLB&M; thence South 1250 feet; thence South 38°20' East 1682 feet; thence North 2314 feet; thence West 1320 feet to the beginning, containing 94.4 acres, more or less.

EXHIBIT C
RANGE IMPROVEMENTS
 (page 1 of 2)

SAND HOLLOW AND BEACON ALLOTMENTS

BLM RANGELAND IMPROVEMENTS*

(constructed and paid for by Sand Hollow allotment permittees)

<u>Allotment</u>	<u>Corrals</u>	<u>Fence Lines</u>	<u>Cattle Guards</u>	<u>Holding Field</u>	<u>PVC Pipe</u>	<u>Tanks/Troughs</u>	<u>Reservoir</u>
Sand Hollow	yes	yes	Yes(2)	no	yes	Yes(5,5)	yes(1)
Beacon	no	yes	Yes(2)	no	yes	Yes(1,3)	no

SAND HOLLOW - STOCKWATER IMPROVEMENTS

<u>Name</u>	<u>Improvement Description</u>
(No. 1) <u>Sand Hollow Corrals</u>	Corrals - 6 pens; working alley, wood/wire construction; no holding field 3 - water troughs @ 330 gallons each; 1000 gallons total No storage tanks
(No. 2) <u>South Trough</u> (south of Flat Top Mesa)	one 3,000 gallon storage tank two 600 gallon (each) water troughs
(No. 3) <u>Powerline Trough</u>	one 5,000 gallon storage tank one 500 gallon water trough
(No. 4) <u>Middle Trough</u>	two 3,000 gallon (each) storage tanks one 500 gallon water trough
(No. 5) <u>North Trough</u>	one 100 gallon water trough

BEACON - STOCKWATER IMPROVEMENTS

(No. 6) <u>"Afterburner"</u>	one 500 gallon water trough
(No. 7) <u>"Ruesch Tank"</u>	one 10,000 gallon storage tank two 300 gallon (each) water troughs
(No. 8) <u>Northwest Beacon</u>	two 300 gallon (each) water troughs

All above water trough sites have water control valves within concrete or metal boxes.

EXHIBIT C
RANGE IMPROVEMENTS
(page 2 of 2)

Sand Hollow and Beacon allotments

Cattle Guards

- one at Nevada-Arizona border near corrals; 12' - steel construction
- one near powerline southwest boundary; 12' - steel construction
- one at Beacon/Gourd Springs allotment boundary (northwest side); 12' steel construction
- one near powerline north, Beacon/Terry Benches allotment boundary; 12' steel construction

Fencing

One perimeter, four strand, steel post with wood braces fenceline, in good condition, surrounds both Sand Hollow and Beacon allotments. Estimate approximately 30 miles of perimeter fencing; and additional 4 miles (+/-) are unfenced boundary lines with natural rocky mountain barriers. 1.5 miles is located at northwest boundary of Beacon and south boundary of Summit Spring allotment. The other unfenced boundary is located in the south central area of Sand Hollow allotment, approximately 2.5 miles. (See Site Map for details.)

NO. **116770**

FILED AND RECORDED AT REQUEST OF
STEWART TITLE

AUGUST 10, 2001
AT 15 MINUTES PAST 01 O'CLOCK
PM IN BOOK 157 OF OFFICIAL
RECORDS PAGE 295 LINCOLN

COUNTY, NEVADA
LESLIE BOUCHER
COUNTY RECORDER

BY Terrell Seavers, DEPUTY

BOOK 157 PAGE 302