

LIMITED USE ACCESS AGREEMENT

For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Payson Properties LLC, a Utah limited liability company (the "Grantor") hereby grants, in *future* and conditionally, to the record possessory owners of the real property described in Exhibit A hereto (the "Grantee Property") a limited use easement (the "Easement") over the parcel of real property described in Exhibit B hereto ("the "Grantor Property"). The record possessory owners of the Grantee Property (the "Grantees") are identified in Section 1 of this Limited Access Agreement (this "Agreement"). The purpose and scope of, and the time and conditions upon which, the Easement may become effective in the future, and limitations upon the Easement and its use, in the future, are set forth in Section 2 of this Agreement. This Agreement is accompanied by a Termination Agreement (the "Termination Agreement"), which is attached hereto as Exhibit C. The Termination Agreement shall be held in escrow by Title West, and shall become effective only if and when Title West shall have recorded the Termination Agreement and delivered it to the Grantor in conformity with the instructions set forth in the letter to Title West governing the escrow, a copy of which is attached hereto as Exhibit D.

Section 1: The Grantees. The Grantees are:

- a. Hughes & Morley Merchant Services, LLC, a Utah limited liability company, as to an undivided 60% interest in and to the Grantee Property;
- b. Ray Morley and Sandy Morley as joint tenants as to an undivided 20% interest in the Grantee Property; and
- c. Salem Hills Properties, LLC, a Utah limited liability company, as to an undivided 20% interest in the Grantee Property.

Section 2: The Effective Time of, the Scope of, and the Limitations Upon the Easement Granted to the Grantees by this Agreement.

- a. **The Purchase Transaction:** Contemporaneously herewith the Grantor as Buyer and the Grantees as Sellers have consummated the purchase of the Grantee Property by the Grantor from the Grantees (the "Purchase Transaction"). The Purchase Transaction includes, among other things, the Grantor executing and delivering to the Grantees a Trust Deed Note for the unpaid balance of the Purchase Transaction price (the "Note") and a Deed of Trust securing the Note (the "Deed of Trust"). This Agreement is an integral component of the Purchase Transaction in that the purpose and intended effect of this Agreement is to provide, in the future, access rights as described herein to the Grantees if and when, and only if and when, the conditions to the effectiveness of this Agreement and the Easement as set forth in subsection (b) of this Section 2 shall have occurred.
- b. **Conditions to and Time of Effectiveness of This Agreement and the Easement:** Notwithstanding anything set forth in this Agreement that may be claimed or construed to the contrary, neither this Agreement nor the Easement shall become effective until and unless (i) the Grantor shall have committed an uncured material event of default under the Note or the Deed of Trust, **and** (ii) the Grantees shall have lawfully, finally, and completely exercised their power of sale in accordance with the Deed of Trust. The Grantor represents and warrants to the Grantees that the Grantor is lawfully seized of the Grantor Property, and is the record possessory owner thereof, and that there is no encumbrance upon, or exception to title to, the Grantor Property

that would have a material and adverse effect on the Grantees' use of the Easement as provided for herein.

c. **Limitations Upon the Easement:** If and when the Easement becomes effective as provided herein, the Easement may be used solely and exclusively for ingress to and egress from the Grantee Property (the "Limited Purpose"), and for no other purpose, and is intended only to provide access to the Grantee Property. No real property owned, leased, or otherwise held by the Grantor shall be used by the Grantees for ingress to and egress from the Grantee Property. The Grantor covenants (a) that it will not, by any act or omission of the Grantor, cause any condition to occur that interferes materially and substantially with the Grantees' use of the Easement, and (b) that if any such condition should occur owing to any act or omission of the Grantor, the Grantor will cause such condition to be corrected as soon as is reasonable after the Grantor has knowledge of such condition and its effect on the use of the Easement. So long as the Grantees' use of the Easement conforms to the limitations thereon set forth in this Section 2.c., the Grantees shall not be responsible for any damage caused to the Grantor Property. The Grantor also agrees that a minor encroachment required to safely navigate a change in direction within the Easement, that is outside the boundaries of the Easement and that is reasonably and necessarily associated with the use of the Easement by the Grantees to move reasonable vehicles, shall be permissible.

Section 3. Improvements. No improvements of any kind (including, without limitation, fences, pavement, pipes or pipelines, ditches, earthworks, or buildings) shall be placed upon the Easement or the Grantor Property without the prior written consent of the Grantor, which shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee shall have the absolute right to improve the Easement to allow it to be used for its Limited Purpose, without prior approval of Grantor. The parties recognize that, upon this Agreement becoming effective as provided in Section 2.b. hereof, it will be necessary to place an appropriate gate, with appropriate lock, at the north end of the Easement. The parties therefore agree that if and when this Agreement becomes effective they will cooperate in the design and installation of a gate at the north end of the Easement, with a suitable lock (a key to which will be provided to each of the Grantor and the Grantees), that reasonably satisfies the respective uses of the parties, and that each of the Grantor and the Grantees shall pay one-half of the cost of such design, installation, lock, and keys.

Section 4: Limitations Upon Assignment. It is intended that the rights granted under the Easement shall run with the Land. Accordingly, Grantee may assign or transfer, in whole or in part, his, her, or its rights under this Agreement, provided the assignee acknowledge the terms and conditions of the Easement, as outlined herein. There shall be no limitation upon the right of the Grantor to assign or transfer its rights and interests under this Agreement.

Section 5: Termination of Easement. This Agreement and the Easement herein granted shall not terminate, but shall be perpetual, unless any of the following occur: (1) payment in full of the Note, or (2) otherwise upon written Agreement of the parties to terminate this Agreement and the Easement herein granted.

Section 6. No Prescriptive or Implied Easement or Right-of-Way. If and when the Easement becomes effective as provided herein, and in consideration for the rights granted herein, the Grantees, and each of them, represent and warrant that they release their claim for a prescriptive or implied easement or right-of-way over any real property owned by the Grantor, and that their sole right of ingress and egress to the Grantee Property, making use of any real property owned by the Grantor, is the Easement. If and when the Easement becomes effective as provided herein, the Grantees, and each of them, hereby absolutely and unconditionally

relinquish, release, and waive any rights to any prescriptive or implied easement or right-of-way if there were any legal basis therefor. Notwithstanding the foregoing, in the event it becomes necessary for the Grantees to establish to a third party or a court of law through the use of expert testimony of one or more appraisers that for valuation purposes that the Grantees have access to real property (a) that is contiguous to the Grantee Property, and (b) that the Grantees owned at the date of closing of the Purchase Transaction, and (c) to which the Grantees have retained title, and (d) that could be accessed using the Easement had this Agreement become effective in accordance with its terms, and (d) to which there is not reasonable alternative access that could be used to establish access for valuation purposes, and (e) if the issue of access to such retained real property is material to the appraiser(s)' valuation, Payson Properties will at the request of the Grantees confirm by letter to any such appraisers that for the purpose of their valuation of such retained real property the appraisers should recognize that the Grantees may use the Grantor Property permissively, and pursuant to cooperative case-by-case arrangements between the parties, for access to such retained real property notwithstanding that the Limited Use Access Agreement has not yet become effective in accordance with its terms.

Section 7. Amendment or Modification. This Agreement may be amended or modified only by an instrument in writing signed by all parties to this Agreement.

Section 8. Integrated Agreement; Counterparts. This Agreement, inclusive of the exhibits hereto and the Purchase Transaction documents taken in their entirety, sets forth the entire agreement of the parties with respect to the subject matter of this Agreement. There are no oral or, other than this Agreement, written agreements between the parties with respect to the subject matter of this Agreement. The parties irrevocably agree that all prior discussions, negotiations, understandings, notes, and other writings among them and their representatives pertaining to the subject matter of this Agreement are hereby merged into and with this final integrated Agreement. This Agreement may be executed in two or more counterparts to facilitate signature by the parties.

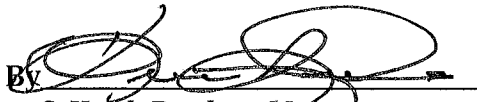
Section 9. Governing Law and Dispute Resolution. This Agreement and the Easement shall be construed and governed by the laws of the State of Utah without regard to choice of law principles. The exclusive forum for resolution of any and all disputes arising under or in relation to this Agreement or the Easement shall be the Courts of the State of Utah and of the United States of America having jurisdiction of the subject matter of such dispute, and the proper venue of any such proceeding shall be determined in accordance with the laws of the State of Utah and, to the extent applicable, of the United States of America.

Section 10. Dispute Resolution Expenses. In the event any action is commenced related to or arising from this Agreement, the prevailing party in such action shall be entitled to recover all expenses incurred in connection with the prosecution or defense of such action, whether incurred before commencement of the action or after entry of judgment, including, without limitation, all legal fees of counsel (subject to judicial determination of reasonableness), all allowable costs, and all actual costs of litigation in excess of allowable costs.

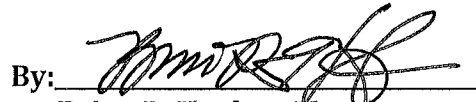
**[Remainder of this page left blank]
[Signatures on following page]**

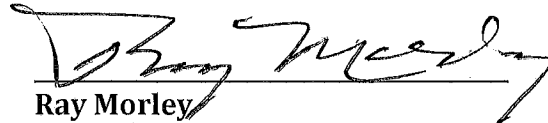
In Witness Whereof, the parties have executed this Agreement the 11th day of July 2014

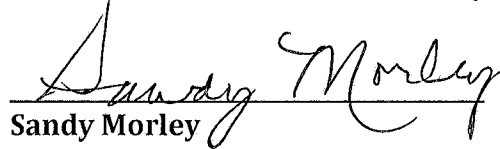
GRANTOR
Payson Properties LLC,
a Utah limited liability company

By: 
C. Keith Rooker, Manager

GRANTEES
Hughes & Morley Merchant Services, LLC,
a Utah limited liability company

By: 
Brian R. Hughes, Manager


Ray Morley


Sandy Morley

Salem Hills Properties, LLC,
a Utah limited liability company

By: 
Ryan Johnson, Manager

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[Acknowledgements on following page]

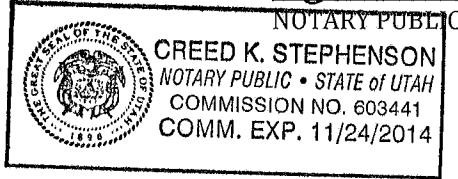
ENT47743:2014 PG 4 of 13

ACKNOWLEDGEMENTS

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

On the 11th day of July, 2014, personally appeared before me, **C Keith Rooker, Manager of Payson Properties, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

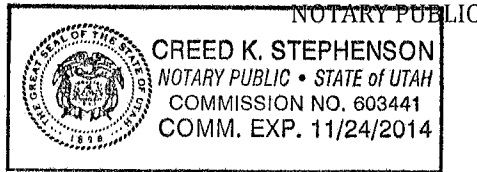
Creed K. Stephenson



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

On the 11th day of July, 2014, personally appeared before me, **Brian R. Hughes, Manager of Hughes & Morley Merchant Services, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

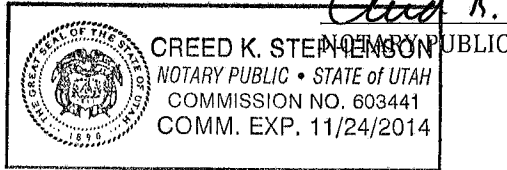
Creed K. Stephenson



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

On the 11th day of July, 2014, personally appeared before me, **Ray Morley**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

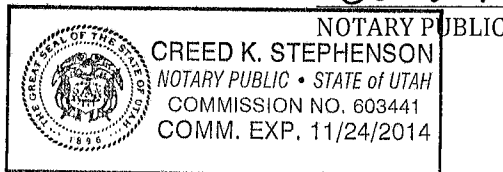
Creed K. Stephenson



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

On the 11th day of July, 2014, personally appeared before me, **Sandy Morley**, the signer of the foregoing instrument who duly acknowledged before me that she executed the same.

Creed K. Stephenson



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

On the 11th day of July, 2014, personally appeared before me, **Ryan Johnson, Manager of Salem Hills Properties, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

Creed K. Stephenson
NOTARY PUBLIC

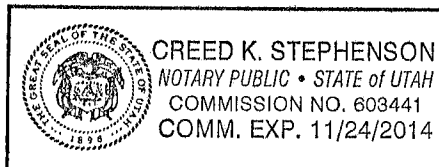


EXHIBIT "A" LEGAL DESCRIPTION

File No.: 66170

Parcel 1 (Tax ID No. 30:079:0003)

The Southwest 1/4 of the Northeast 1/4 and the North 3/4 of the West 1/2 of the Southeast 1/4 of Section 27, Township 9 South, Range 2 East, Salt Lake Base and Meridian.

Excepting from the herein described land, all oil, gas and minerals and all rights incidental thereto as heretofore reserved or conveyed in deed recorded August 10, 1981, as Entry No. 22930, in Book 1929, at Page 864, of Official Records.

Parcel 2 (Tax ID No. 30:079:0017)

Commencing 1320 Feet South of the Northeast Corner of Section 27, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence West 1320 feet; thence South 1980 feet; thence East 1320 feet; thence North 1980 feet to the point of beginning.

Less and excepting therefrom that portion conveyed to Payson City, a Municipal Corporation, in that certain Warranty Deed recorded April 8, 1986, as Entry No. 10369, in Book 2294, at Page 141, more particularly described as follows:

Beginning at a point which is South 00°49'46" East along the Section line, 1319.34 feet from the Northeast corner of Section 27, Township 9 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 00°49'46" East, along said Section line, 92.52 feet; thence South 40°00'00" West, 180.48 feet; thence South 07°15'30" East 694.64 feet; thence North 54°03'30" East 48.90 feet to the East line of said Section 27; thence South 00°49'46" East along said Section line, 769.45 feet; thence West 246.54 feet; thence North 09°00'00" West 714.00 feet; thence North 05°00'00" West 298.00 feet; thence North 09°00'00" West 440.00 feet; thence North 25°20'16" West 248.84 feet; thence North 89°53'57" East 535.46 feet to the point of beginning.

Excepting from the herein described land, all oil, gas and minerals and all rights incidental thereto as heretofore reserved or conveyed in deed recorded August 10, 1981, as Entry No. 22931, in Book 1929, at Page 865, of Official Records.

Also Less and Excepting:

Commencing South 1436.07 feet from the Northeast Corner of Section 27, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 40°0'0" West 148.68 feet; thence South 7°15'30" East 694.64 feet; thence North 54°3'30" East 9.65 feet; thence North 797.31 feet to beginning.

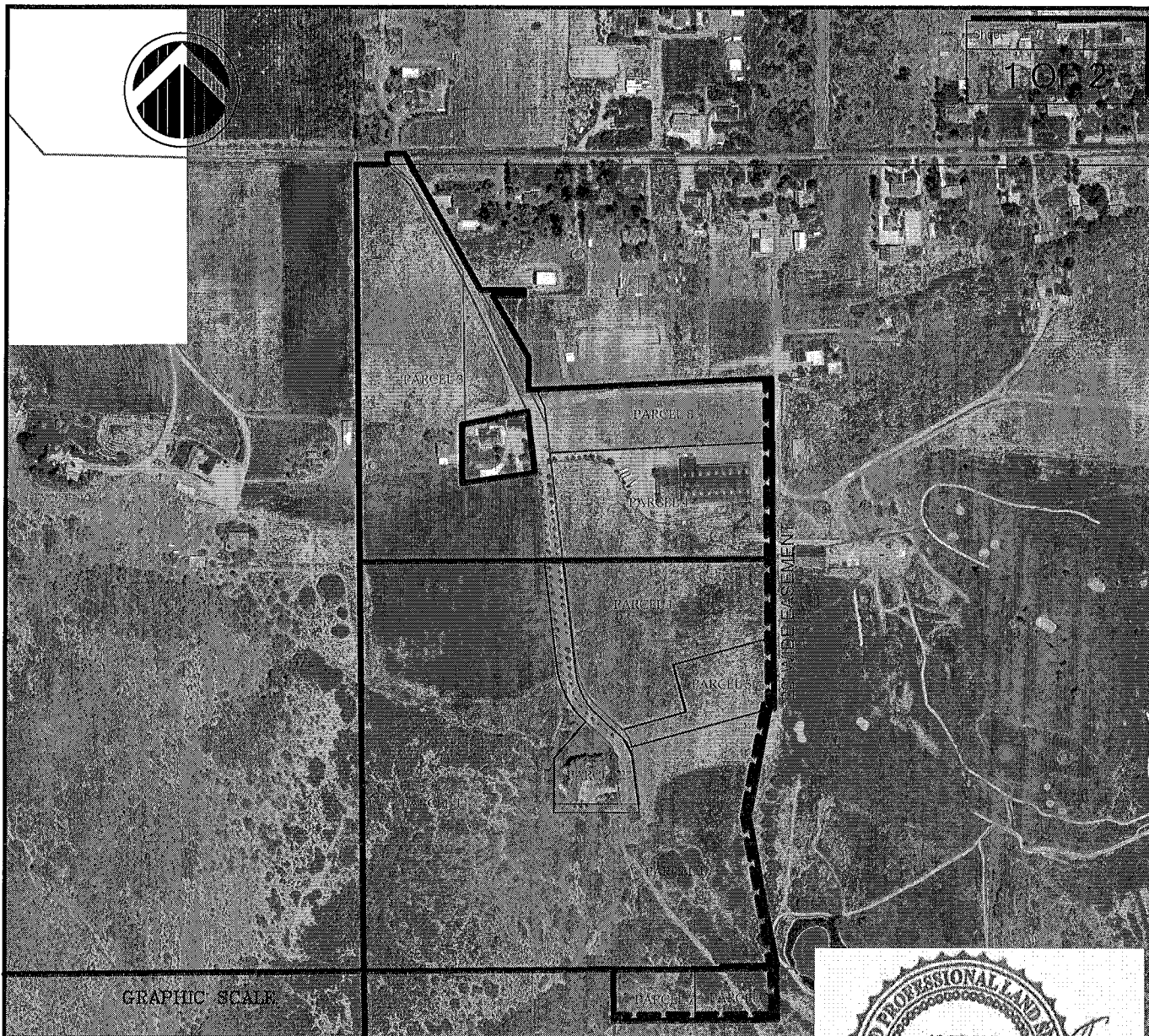
Parcel 3 (Tax ID No. 30:079:0061)

Commencing North 1°15'00" East 908.25 feet and North 88°45'00" West 19.82 feet from South 1/4 Corner of Section 27, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence West 632.25 feet; thence North 28°41'42" 16.17 feet; thence South 88°45'00" East 584.75 feet; thence North 28°41'42" West 1263.19 feet; thence South 80°17'11" West 482.19 feet; thence North 79°02'11" East

150.46 feet; thence North 06°49'43" West 467.5 feet; thence North 25°00'00" West 320 feet; thence West 160 feet; thence North 2560 feet; thence East 1340 feet; thence South 4371.6 feet to beginning. (this legal description has been rotated to State Plane Bearings)

Together with a right of ingress and egress granted in that certain Easement for Ingress & Egress recorded February 6, 2008, as Entry No. 13907:2008.

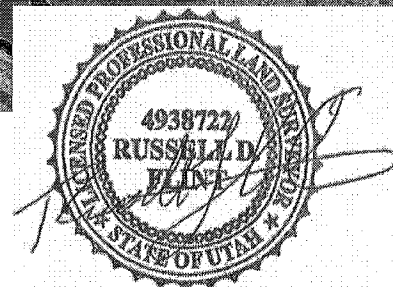
Excepting from the herein described land, all oil, gas and minerals and all rights incidental thereto as heretofore reserved or conveyed in deed recorded August 10, 1981, as Entry No. 22929, in Book 1929, at Page 863, of Official Records.



GRAPHIC SCALE



(IN FEET)
1 inch = 500 ft.



CLIENT

Dan Shaw
2050 S. Rim Rock Canyon Dr.
Elk Ridge, Utah 84651
Ph: (702) 498-6363

DATE OF ORIGINAL DRAWING: April 24, 2014			
2			
1	EXTENDED EASEMENT THROUGH PARCELS 6 & 7	5/21/14	RDF
NO	REVISION	DATE	BY

DWNG BY	RDF
CHCKD BY	Russell Flint, PS
PROJ. #	140416

PROJECT
Payson Properties
2050 S. Rim Rock Canyon Dr.
Elkridge, Utah 84651
UTAH COUNTY, SE 1/4, SECTION 22, T.9 S., R. 2 E., S.L.B.M.

SHEET TITLE
20' Easement

FLINT ENTERPRISES
P.O. BOX 96029,
SOUTH JORDAN, UT 84096
PHONE: (801) 446-1820
WWW.FLINTENTERPRISES.COM

Sheet

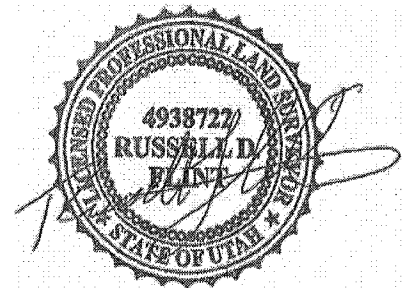
2 OF 2

EASEMENT DESCRIPTION

A 20 foot wide easement running within and along the east line of the following parcels 1, 5, 4, & 8 as described in the Trust Deed recorded within the official records of the Utah County Recorder's office as Entry no. 25424:2014, Dated April 15, 2014; said easement being located within the Southeast Quarter of Section 22, Township 9 South, Range 2 East, Salt Lake Base and Meridian, Utah County, State of Utah, and being more particularly described as follows:

Commencing at a point said point being, a distance of 1338.12 feet, S 89° 27' 48" W along the said quarter section line and a distance of 735.64 feet, S 0° 36' 52" E to the true point of beginning from the East quarter corner of said section, and running thence, S 00° 36' 52" E for a distance of 1060.70 feet; thence, S 74° 39' 45" W for a distance of 16.21 feet; thence S 10° 41' 30" W a distance of 350.56 feet; thence, S 10° 22' 00" E for a distance of 498.29 feet; thence, S 0° 59' 07" E for a distance of 165.03 feet; thence, S 89° 33' 30" W for a distance of 529.57 feet; thence, N 0° 26' 59" W for a distance of 20.00 feet; thence, N 89° 33' 30" E for a distance of 509.38 feet; thence, N 0° 59' 07" W for a distance of 143.20 feet; thence, N 10° 22' 00" W for a distance of 500.37 feet; thence, N 10° 41' 30" E for a distance of 366.76 feet; thence, N 74° 39' 45" E for a distance of 13.28 feet; thence, N 00° 36' 52" W for a distance of 1044.52 feet; thence, N 87° 11' 57" E for a distance of 20.01 feet to the POINT OF BEGINNING. Contains 51,980 sqft more or less.

(Basis of bearing being based on Utah county survey records of the East and West Section corners of Section 22, said base line coordinates are based on N.A.D.83, Utah Central Zone, U.S. Survey feet, Scaled to ground S.F. 1.0002657).




CLIENT
 Dan Shaw
 2050 S. Rim Rock Canyon Dr.
 Elk Ridge, Utah 84651
 Ph: (702) 498-6363

DATE OF ORIGINAL DRAWING: April 24, 2014			
2			
1	EXTENDED EASEMENT THROUGH PARCELS 6 & 7	5/21/14	RDF
NO.	REVISION	DATE	BY

DWNG BY
 RDF
 CHCKD BY
 Russell Flint, PS
 PROJ. #
 140416

PROJECT
Payson Properties
 2050 S. Rim Rock Canyon Dr.
 Elkridge, Utah 84651
 UTAH COUNTY, SE 1/4, SECTION 22, T.9 S., R. 2 E., S.L.B.M.
 SHEET TITLE
20' Easement



FLINT ENTERPRISES
 P.O. BOX 95029,
 SOUTH JORDAN, UT 84095
 PHONE: (801) 448-1820
 WWW.FLINTENTERPRISES.COM


TERMINATION AGREEMENT

For and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Payson Properties LLC, a Utah limited liability company (the "Grantor"), the Grantor being the record possessory owner of the real property described in Exhibit A hereto, and Hughes & Morley Merchant Services, LLC, a Utah limited liability company, the record possessory owner of an undivided 60% interest in and to the real property described in Exhibit B hereto (the "Grantee Property"), and Ray Morley and Sandy Morley as joint tenants, the record possessory owner of an undivided 20% interest in and to the Grantee Property, and Salem Hills Properties, LLC, a Utah limited liability company, the record possessory owner of an undivided 20% interest in and to the Grantee Property (collectively, the "Grantees"), hereby agree to the full, final, and entire termination of that certain limited use easement conditionally granted, *in futuro*, by the Grantor to the Grantees in that certain Limited Use Access Agreement of even date herewith by and between the Grantor and the Grantees, which Limited Use Access Agreement was recorded as Entry No. _____, Official Records of Utah County, State of Utah.


This Termination Agreement has been executed and placed in escrow with Title West on the 11th day of July, 2014, to be held and otherwise dealt with as provided in a letter of instructions of even date herewith executed by the Grantor and the Grantees.


In Witness Whereof, the parties have executed this Agreement and deposited the same in escrow with Title West as aforesaid.

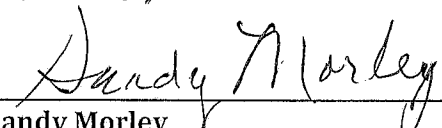
GRANTOR
Payson Properties LLC,
a Utah limited liability company

By: 
C. Keith Rooker, Manager

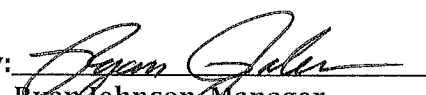
GRANTEES
Hughes & Morley Merchant Services, LLC,
a Utah limited liability company

By: 
Brian R. Hughes, Manager


Ray Morley


Sandy Morley

Salem Hills Properties, LLC,
a Utah limited liability company

By: 
Ryan Johnson, Manager

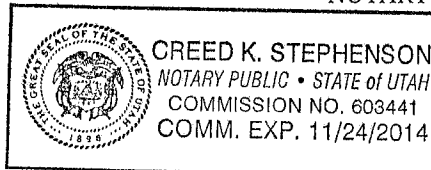
ACKNOWLEDGEMENTS

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

On the 1st day of July, 2014, personally appeared before me, **C Keith Rooker, Manager of Payson Properties, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

Creed K. Stephenson
NOTARY PUBLIC

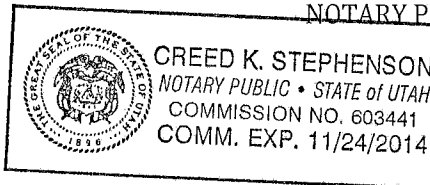
COUNTY OF UTAH)
): ss.
STATE OF UTAH)



On the 11th day of July, 2014, personally appeared before me, **Brian R. Hughes, Manager of Hughes & Morley Merchant Services, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

Creed K. Stephenson
NOTARY PUBLIC

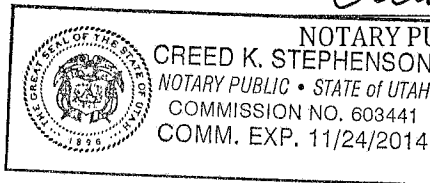
COUNTY OF UTAH)
): ss.
STATE OF UTAH)



On the 11th day of July, 2014, personally appeared before me, **Ray Morley**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

Creed K. Stephenson
NOTARY PUBLIC

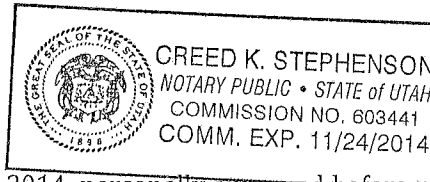
COUNTY OF UTAH)
): ss.
STATE OF UTAH)



On the 11th day of July, 2014, personally appeared before me, **Sandy Morley**, the signer of the foregoing instrument who duly acknowledged before me that she executed the same.

Creed K. Stephenson
NOTARY PUBLIC

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



On the 11th day of July, 2014, personally appeared before me, **Ryan Johnson, Manager of Salem Hills Properties, LLC, a Utah limited liability company**, the signer of the foregoing instrument who duly acknowledged before me that he executed the same.

Creed K. Stephenson
NOTARY PUBLIC

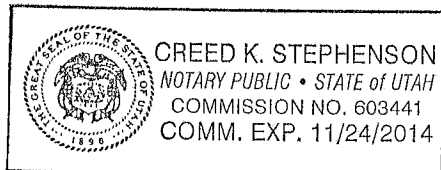


Exhibit "D"

July 11, 2014

Title West

212 South Main Street, Suite 2

Spanish Fork, Utah 84660

Attention: Creed Stephenson

Re: Closing of "Real Estate Purchase Contract for Land, Offer to Purchase and Earnest Money Receipt" (including Addenda) Between Dan Shaw as Buyer (Assigned to Payson Properties LLC) and Jed Morley as Seller (assigned to Hughes & Morley Merchant Services, LLC, Ray Morley and Sandy Morley, and Salem Hills Properties, LLC, As Their Interests Appear).

Ladies & Gentlemen:

In connection with the above-referenced matter (the "Purchase Transaction") we hand you two documents to be held in escrow upon the terms and conditions set forth herein:

1. Document 1: Termination Agreement between Payson Properties LLC as Grantor and Hughes & Morley Merchant Services, LLC, et al., as Grantees.
2. Document 2: Goosenest Water Company stock certificate(s) Number(s) 49 representing 1 share(s) of the issued and outstanding stock of Goosenest Water Company, with duly executed stock power(s) in favor of Payson Properties LLC.

A copy of the "Real Estate Purchase Contract for Land, Offer to Purchase and Earnest Money Receipt," including Addendum One and the Seller Financing Addendum (the "Contract") is attached hereto and incorporated herein by this reference.


These are your instructions:

- A. Respecting Document 1: Document 1 has been executed and placed in your custody in accordance with the provisions of paragraph 3 of Addendum One to the Contract and Section 2 of the Limited Use Access Agreement executed by the parties in connection with the Purchase Transaction. This document is to be held by you and not recorded or delivered to the Buyer except as provided in this paragraph. If the Buyer shall have satisfied its obligations under the Trust Deed Note executed by the Buyer in connection with the Purchase Transaction you are instructed to record this document and deliver it to the Buyer contemporaneously with your receipt of the Buyer's final payment to the Sellers for delivery by you to the Sellers. If the Buyer shall have committed an uncured event of default under the aforesaid Trust Deed Note or the Deed of Trust securing the Trust Deed Note, **and** the Sellers shall have lawfully, finally, and completely exercised their power of sale under the aforesaid Deed of Trust, you shall, following the completion of such exercise of the Sellers' power of sale, return this document to the Sellers without delivery to the Buyer or recordation, whereupon this document shall become void and of no further force or effect.
- B. Respecting Document 2: Document 2 has been executed and placed in your custody in accordance with the provisions of paragraph 6 of Addendum One to the Contract. This document is to be held by you and shall not be delivered to the Buyer except as

provided in this paragraph. During the period of the Buyer's performance of the Trust Deed Note executed by the Buyer in connection with the closing of the Contract, the Buyer shall have the right to use the water rights represented by this document, and any fees incurred by reason of such use will be paid by the Buyer. During such period the Buyer may not relocate the point of diversion transfer of this water right, nor move the physical location of the water line, the "red head" spigot, or other means of delivering water to the current location adjacent to the former site of the Jake's Place Cabin. In the event that the Buyer fails to satisfy its obligations under said Trust Deed Note, and the Sellers exercise their power of sale in accordance with the Deed of Trust securing said Trust Deed Note, you are instructed to return this document to the Sellers contemporaneously with the final act associated with the Sellers' exercise of their power of sale. If the Buyer satisfies its obligations under said Trust Deed Note, you shall, contemporaneously with the Buyer's final payment to the Sellers, unconditionally deliver this document to the Buyer, whereupon the Buyer shall be the owner of the share(s) represented by Document 3 free and clear of any and all limitations set forth in this paragraph or in paragraph 6 of Addendum 1 to the Contract.

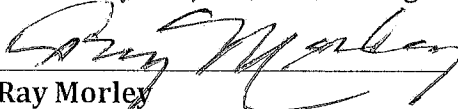
In Witness Whereof, the Buyer and the Sellers have executed this letter of instructions the day and year first set forth hereinabove.

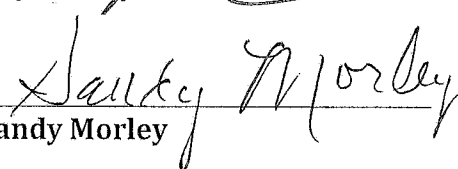
BUYER
Payson Properties LLC,
LLC,
a Utah limited liability company

By: 
C. Keith Rooker, Manager


SELLERS
Hughes & Morley Merchant Services,
a Utah limited liability company

By: 
BRIAN R. HUGHES, Manager


Ray Morley


Sandy Morley

Salem Hills Properties, LLC,
a Utah limited liability company

By: 
Ryan Johnson, Manager