

593

(5) The right to construct a foot bridge across the New Fork River, said bridge to be located near the above described parking and camping area.

(6) The right to enter said lands for purposes of stocking the said New Fork River with game fish.

B. To use no insecticide, herbicide or other chemicals on the premises or in any manner so as to endanger the fishery of the New Fork River and that in the event no such herbicide, insecticide or other chemical shall be used on the above described premises until permission in writing authorizing such use be first secured from SECOND PARTY.

C. Not to remove any brush, willows or other vegetation or noxious weeds from within 25 feet of the New Fork River except upon express written permission of SECOND PARTY.

2. SECOND PARTY AGREES:

a. That for and in consideration of FIRST PARTY'S agreement expressed in paragraph 1 above, SECOND PARTY will withdraw its objection to the classification of the lands herein described as desert lands and to the disposal of said lands.

3. IT IS FURTHER MUTUALLY AGREED by the parties as follows:

A. That immediately upon the date that FIRST PARTY makes a desert land entry upon the above described lands, SECOND PARTY will be entitled to exercise all of the rights described in paragraph 1 above and to perform all acts necessary to the complete exercise of said rights in the same manner as if said rights were granted to and became vested in SECOND PARTY as of the date of said entry and the public will at all times from and after the date of said desert land entry be allowed and entitled to fish and hunt upon said lands within the confines of the easement described in paragraph 1 A. (1) above and to obtain access to said easement over the public road easement described in paragraph 1 A. (2) above and to use the parking and camping facilities described in paragraph 1 A. (3) above in the same manner as if said rights and easements became vested in SECOND PARTY as of the date of said entry.