

years. All taxes, assessments, and insurance shall be fully paid by the parties hereto for 1969 and prior years upon the property that they are conveying under this agreement.

10. BROKERAGE FEES. Each party covenants and agrees with the other party that they have not employed a broker in the exchange of these lands but that each party is acting in its own behalf and that there are no fees due or to become due any broker or brokers as a result of this exchange of property.

11. ATTORNEY FEES. Each party covenants and agrees with the other party that they will employ their own attorney to represent their particular interests in this matter if they desire one and that each party will pay their own attorney fees.

12. RIGHT-OF-WAY EASEMENT. Miller, in consideration of the covenants made by Frome and Child aforesaid, agrees to grant to Frome and Child a perpetual easement of at least fifty feet in width for a roadway right-of-way from U. S. Highway 189 at its junction with the North boundary of Section 12, Township 36 North, Range 112 West, running to the center of Section 11, Township 36 North, Range 112 West, so that Child and Frome can reach the lands being traded to them directly from U. S. Highway 189. Said easement shall be delivered at the same time that the deeds are exchanged under this agreement. No abstract of title will be required to be furnished covering the lands described in the said easement. Frome and Child agree to fence said right-of-way at their sole expense and maintain the same.

13. BUREAU OF LAND MANAGEMENT LEASES AND PERMITS. In addition to the exchange of real property as aforesaid, each of the parties agree to transfer to the other party any and all BLM permits or leases that are used in conjunction with the real property being exchanged. Miller