

5415

AGREEMENT REGARDING RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL OR OTHER NON-AGRICULTURAL USE OF LAND

RECORDED AT THE REQUEST OF
Utah County Clerk
5415

1983 FEB 24 AM 10:07
MAY BE REFILED
UTAH COUNTY REC'D
JAN 10 1984

Part I

WHEREAS Utah County agreed to dismiss without prejudice certain named defendants and parties to a law suit filed in the Fourth Judicial District Court in Utah County and captioned "Utah County and Utah State vs. Cedar Valley Landowners, et. al. Civil Number 60128" based upon the agreement of the undersigned, and

WHEREAS Leland A. Fitzgerald, Helen S. Fitzgerald and Monte Vista Ranch, Inc. (also referred to as Monte Vista Corp.; Monte Vista Corp. Ranch; and Monte Vista, Inc.), the former or present equitable or legal owners of a portion of the territory described in Exhibit A of the Complaint in the above action, as amended by interlineation, and

WHEREAS Leland A. Fitzgerald, Helen S. Fitzgerald and Monte Vista Ranch, Inc. have in the past acquired the real property described in Exhibits I and II attached hereto and made a part of this Agreement, which Exhibits constitute a complete list of all properties acquired by said parties within the territory described by Exhibit A of the Complaint of the aforesaid action, and

WHEREAS the above-named parties desired to sell and offer for sale said property for agricultural, nonresidential purposes and did sell and offer for sale portions of said property, and

WHEREAS the above-named parties made such sales and offers to sell with the understanding they had authorization to make such sales without filing a subdivision plat, and believing they had the approval of the building inspector required under Section 4-3-53 of the 1976 Revised Zoning Ordinance of Utah County, and

WHEREAS contrary to the understanding of the above-named parties, the approval of the building inspector had not been given under said Section 4-3-53,

NOW, THEREFORE, IT IS HEREBY AGREED

1. That the annexed Restrictive Covenant Precluding the Residential or Other Non-agricultural Use of Land, attached hereto and made a part of this Agreement, shall be filed with the recorder of Utah County and made effective nunc pro tunc for the properties included in Exhibit I attached hereto to the time of ownership of Leland A. Fitzgerald, Helen S. Fitzgerald and Monte

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5415

AGREEMENT REGARDING RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL OR OTHER NON-AGRICULTURAL USE OF LAND

RECORDED IN THE RECORDS OF
Utah County Office
1998 FEB 24 AM 10:07
5415
for

Part I

WHEREAS Utah County agreed to dismiss without prejudice certain named defendants and parties to a law suit filed in the Fourth Judicial District Court in Utah County and captioned "Utah County and Utah State vs. Cedar Valley Landowners, et. al. Civil Number 60128" based upon the agreement of the undersigned, and

WHEREAS Leland A. Fitzgerald, Helen S. Fitzgerald and Monte Vista Ranch, Inc. (also referred to as Monte Vists Corp.; Monte Vista Corp. Ranch; and Monte Vista, Inc.), the former or present equitable or legal owners of a portion of the territory described in Exhibit A of the Complaint in the above action, as amended by interlineation, and

WHEREAS Leland A. Fitzgerald, Helen S. Fitzgerald and Monte Vista Ranch, Inc. have in the past acquired the real property described in Exhibits I and II attached hereto and made a part of this Agreement, which Exhibits constitute a complete list of all properties acquired by said parties within the territory described by Exhibit A of the Complaint of the aforesaid action, and

WHEREAS the above-named parties desired to sell and offer for sale said property for agricultural, nonresidential purposes and did sell and offer for sale portions of said property, and

WHEREAS the above-named parties made such sales and offers to sell with the understanding they had authorization to make such sales without filing a subdivision plat, and believing they had the approval of the building inspector required under Section 4-3-53 of the 1976 Revised Zoning Ordinance of Utah County, and

WHEREAS contrary to the understanding of the above-named parties, the approval of the building inspector had not been given under said Section 4-3-53.

NOW, THEREFORE, IT IS HEREBY AGREED

1. That the annexed Restrictive Covenant Precluding the Residential or Other Non-agricultural Use of Land, attached hereto and made a part of this Agreement, shall be filed with the recorder of Utah County and made effective nunc pro tunc for the properties included in Exhibit I attached hereto to the time of ownership of Leland A. Fitzgerald, Helen S. Fitzgerald and Monte

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Vista Ranch, Inc., prior to the time any of the same transferred or agreed to transfer the ownership interest in the property of said Exhibit I, and which Restrictive Covenant is binding on Utah County and the above-named parties as if it were filed prior to the transfers of ownership.

2. That Utah County shall be bound from issuing building permits for residences on all lands of Exhibit I until such time as said land is included within an approved, recorded subdivision plat, or an incorporated municipality.

3. That Utah County hereby grants a waiver of subdivision plat filing requirements subject to the terms of this Agreement and Leland A. Fitzgerald, Helen S. Fitzgerald and Monte Vista Ranch, Inc., their heirs and assigns may sell or transfer the property described in Exhibit I without first filing a subdivision plat, because such lands are hereby declared to be agricultural lands and are being sold for agricultural and nonresidential use.

4. That this Agreement and annexed Restrictive Covenant upon recordation with the Utah County Recorder shall validate, correct and approve the Waiver Applications previously submitted but not granted, for which Restrictive Covenants were filed with the Utah County Recorder in Book 1538, Pages 705 and 706; Book 1884, Pages 169 through 178; Book 1959, Pages 109 through 112; Book 1896, Pages 872 and 873; Book 1859, Pages 726 and 726-1; Book 1913, Pages 169 and 170; and Book 1913, Pages 171 and 172, but only for those areas of said Applications that are also included in Exhibit I, attached hereto.

5. That Building Permits numbered 4344 and 4460 and Zone Clearance number 4846 were issued by Utah County building staff with the understanding that these particular lands were sold for residential purposes and the transferees now owning the lands pertaining to Building Permits numbers 4344 and 4460 and Zone Clearance number 4846 desire to use these lands for residential purposes, these lands, described in Exhibit II, shall not be subject to the withholding of building permits for failure to record a subdivision plat. This exclusion shall only apply to the properties described in Exhibit II and shall not apply to any other property.

6. That Leland A. Fitzgerald and Helen S. Fitzgerald have purchased portions of the land described in Exhibit I by real estate contract, and are not yet shown as record owners of said property, and therefore, hereby agree that they will cause title to pass to them from their predecessor on such real estate purchase contracts, before deeding or otherwise conveying said land to their successors, if any, to effectuate this Agreement, the annexed Restrictive Covenant, and the waiver of subdivision plat filing requirements.

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7. It is hereby understood and agreed by and between all parties hereto that for any further residential building permits to be issued for real property described in Exhibits I and II of this Agreement, the owners of such land, or their agents, must first meet all of the subdivision platting and filing requirements including, but not limited to, the recording of an approved subdivision plat and the installation of the plat improvements required by Utah County.

8. That all parties to this Agreement hereby acknowledge and accept the annexed Restrictive Covenant Precluding the Residential or Other Non-agricultural Use of Land as binding upon themselves and their heirs, transferees, and assigns, with the sole exception of the specific exclusions contained in Item Five of this Agreement.

DATED this 21st day of February, 1986.

Leland A. Fitzgerald
LELAND A. FITZGERALD

Heleen S. Fitzgerald
HELEN S. FITZGERALD

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 21st day of February, 1986, personally appeared before me, LELAND A. FITZGERALD and HELEN S. FITZGERALD, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Margene Ladd
NOTARY PUBLIC

Residing at: Heleen City, UT

Commission Expires: 10/23/86

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MONTE VISTA RANCH, INC.

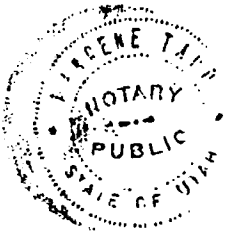
By Leland A. Fitzgerald ad. M.

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 21 day of February, 1986, personally appeared before me Leland A. Fitzgerald who, being by me duly sworn or affirmed, did say that he is the Acting President of Monte Vista Ranch, Inc., that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, and said Leland A. Fitzgerald acknowledged to me that said corporation executed the same.

Margene Ladd
NOTARY PUBLIC
Residing at Helen City, UT

My Commission Expires:
10/23/86



(seal)

M. Dayle Jeffs
M. DAYLE JEFFS, Attorney for
Leland A. Fitzgerald, Helen S.
Fitzgerald and Monte Vista Ranch,
Inc.

UTAH COUNTY

By Guy R. Burningham
GUY R. BURNINGHAM
Deputy Utah County Attorney

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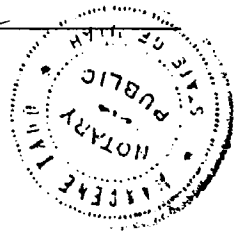
ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 21st day of February, 1986, personally appeared before me, M. DAYLE JEFFS, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Margene Jean
NOTARY PUBLIC

Residing at: Helena City, UT
Commission Expires: 10/23/86



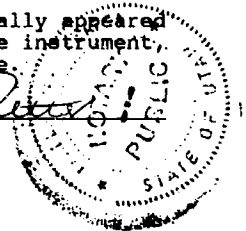
ACKNOWLEDGEMENT

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On the 24th day of February, 1986, personally appeared before me, GUY R. BURNINGHAM, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Samuel M. [Signature]
NOTARY PUBLIC

Residing at: Grove, Utah
Commission Expires: 10/2/88



Part II

WHEREAS J. Walter Fitzgerald was a signator to a covenant filed in Book 1884, Page 169 precluding the residential use of certain real property in Cedar Valley, and

WHEREAS J. Walter Fitzgerald and Betty Fitzgerald have since sold land affected by that covenant to Lorell Roberts as described in Book 2223, Pages 517 and 518 for a residential home site, and

WHEREAS J. Walter and Betty Fitzgerald desire now to rescind the covenant filed in Book 1884, Page 169 for only the property sold to Lorell Roberts, and

WHEREAS Walter and Betty Fitzgerald desire to sell other parcels of land described in Exhibit I of this Agreement, for agricultural, nonresidential use and to qualify for a waiver of Utah County's subdivision plat filing requirements,

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. That the Covenant made by J. Walter Fitzgerald in Book 1884, Page 169 is hereby rescinded by the covenantor and Utah County by virtue of this Agreement as to the properties described on Exhibit II.

2. That J. Walter Fitzgerald and Betty Fitzgerald hereby agree to execute and allow to be recorded the Annexed Restrictive Covenant Precluding the Residential or Other Non-agricultural Use of Land signed by Leland and Helen Fitzgerald and Monte Vista Ranch, Inc. and to be bound by the terms thereof, in lieu of the Covenant of Book 1884, Page 169.

3. That Utah County hereby grants a waiver of subdivision plat filing requirements to J. Walter and Betty Fitzgerald upon the recordation of this Agreement (Part II); the Agreement between Utah County and Leland A. Fitzgerald, Helen S. Fitzgerald, and Monte Vista Ranch, Inc. (Part I); the Annexed Restrictive Covenant Precluding the Residential or Other Non-agricultural Use of Land bearing the signatures of Leland A. Fitzgerald, Helen S. Fitzgerald, J. Walter Fitzgerald and Betty M. Fitzgerald and the authorized officers of Monte Vista Ranch, Inc. the same being in proper form for recordation with the recorder of Utah County.

4. That upon recordation of the Agreements and Annexed Restrictive Covenant, Utah County shall issue a building permit to Lorell Roberts without requiring the filing of a subdivision

plat or further modification of the Covenant of Book 1884, Page 169, if all other requirements for a building permit are met.

5. It is hereby understood and agreed by and between all parties hereto that for any further residential building permits to be issued for real property described in Exhibits I and II of this Agreement, the owners of such land, or their agents, must first meet all of the subdivision platting and filing requirements including, but not limited to, the recording of an approved subdivision plat and the installation of the required plat improvements required by Utah County.

6. It is also agreed by and between all parties hereto that this agreement shall be binding upon all transferees, heirs and assigns of said parties.

DATED this 21st day of February, 1986.

J. Walter Fitzgerald
J. WALTER FITZGERALD

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ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 21st day of February, 1986, personally appeared before me, J. WALTER FITZGERALD, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Margene Stahl
NOTARY PUBLIC



Residing at: Heber City, UT
Commission Expires: 10/23/86

Betty M. Fitzgerald
BETTY M. FITZGERALD

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 21st day of February, 1986, personally appeared before me, BETTY M. FITZGERALD, the signer of the above instru-

ment, who duly acknowledged to me that she executed the same.

Margaret Todd
NOTARY PUBLIC

Residing at: Heber City, UT

Commission Expires: 10/23/86



M. Dayle Jeffs
M. DAYLE JEFFS, Attorney for
Leland A. Fitzgerald, Helen S.
Fitzgerald and Monte Vista Ranch,
Inc.

UTAH COUNTY

By Guy R. Burningham
GUY R. BURNINGHAM
Deputy Utah County Attorney

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ACKNOWLEDGEMENT

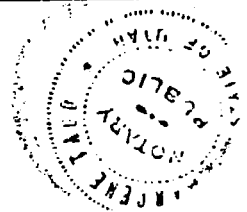
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 21st day of February, 1986, personally appeared before me, M. DAYLE JEFFS, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Margaret Todd
NOTARY PUBLIC

Residing at: Heber City, UT

Commission Expires: 10/23/86

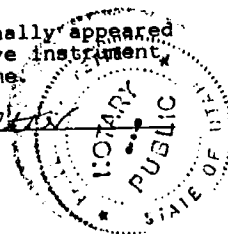


ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 24th day of February, 1986, personally appeared before me, GUY R. BURNINGHAM, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Samuel M. Gentry
NOTARY PUBLIC



Residing at: Grove, Utah

Commission Expires: 10/2/88

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**RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL
OR OTHER NON-AGRICULTURAL USE OF THE LAND**

TO THE PUBLIC:

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows (legal description):

See Exhibit "I", which is a part hereof, for the legal description of this property,

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in Section 17-27-27, UCA 1953 as amended, and Section 4-3-45 of the "Utah County Zoning Ordinance" of Utah County, Utah, for the division of agricultural land for agricultural purposes. I hereby covenant that neither I nor my heirs, executors, administrators, or assigns will ever allow residential or other non-agricultural use of this land without properly obtaining an approved subdivision plat as required by law.

This covenant shall run with the land and shall be binding upon all persons owning or leasing the above-described real property. It shall not apply (1) to those portions of the property contained in a properly approved and recorded subdivision plat; (2) those portions of the property placed into an incorporated city or town; or (3) upon repeal of the requirements for such a covenant under Section 4-3-45 or its successor statute. Further, this covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference hereto.

Invalidation of any of these covenant provisions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

If the owner or owners of the above-described real property, or any portion thereof, or the owner's heirs or assigns shall violate or attempt to violate any of the covenants above set forth, Utah County, or any other person owning a portion thereof, may enjoin such transfer, sale, or use by action for injunction brought in any court of equity jurisdiction or may pursue any other remedy at law or equity. All costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate wrongfully deeded, sold, leased, used, or conveyed until paid. Such lien may be enforced in such manner as the court may order.

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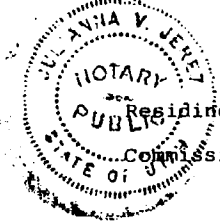
MONTE VISTA RANCH CORP.

Signed Brett Fitzgerald
President

State of Utah)
) ss
County of Utah)

On the 21 day of June, 1985 personally appeared
before me Brett Fitzgerald, the signer of the above instrument,
who duly acknowledged to me that he executed the same.

Juliana V. Jerez
Notary Public



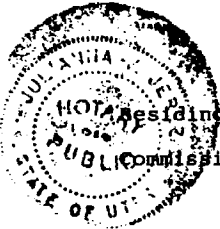
Residing at: Salt Lake County
Commission expires: 1/16/89

Signed Leland A. Fitzgerald
Leland A. Fitzgerald

State of Utah)
) ss
County of Utah)

On the 21 day of June, 1985 personally appeared
before me Leland A. Fitzgerald, the signer of the above instrument,
who duly acknowledged to me that he executed the same.

Juliana V. Jerez
Notary Public



Residing at: Salt Lake County
Commission expires: 1/16/89

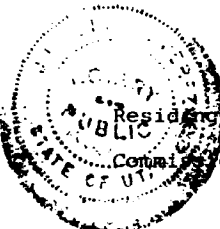
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Signed Helen S. Fitzgerald
Helen S. Fitzgerald

State of Utah)
) ss
County of Utah)

On the 21 day of June, 1985 personally appeared
before me Helen S. Fitzgerald, the signer of the above
instrument, who duly acknowledged to me that he executed the same.

Juliana V. Jerez
Notary Public



Residing at: Salt Lake County
Commission expires: 1/16/89

EXHIBIT I

Monte Vista Ranch Corp.

- PARCEL 1: Commencing at the Southeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Meridian; thence North 21.50 chains; thence West 40 chains; thence North 841.5 feet; thence East 40 chains; thence North 25.75 chains; thence West 80 chains; thence South 60 chains; thence East 80 chains to beginning.
- PARCEL 2: Southeast quarter of the Southwest quarter of Section 8, Township 6 South, Range 1 West, Salt Lake Meridian.
- PARCEL 3: Northwest quarter; West half of the Southwest quarter; Lots 2,3,6,7,8,9 of Section 17, Township 6 South, Range 1 West, Salt Lake Meridian.
- PARCEL 4: All of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian.
- PARCEL 5: Lots 4,9,10,11, Northwest quarter of Southwest quarter of Section 20, Township 6 South, Range 1 West, Salt Lake Meridian. also Lots 2 and 3; Northwest quarter of Northwest quarter of Section 20.
- PARCEL 6: North 1/2 and the Southwest 1/4 of Section 15, Township 6 South, Range 2 West, Salt Lake Meridian.
- PARCEL 7: The South half of Section 24, Township 6 South, Range 2 West, Salt Lake Meridian.
- PARCEL 8: Lots 2,3,4 and the East half of Southwest quarter, Southeast quarter of Southwest quarter and Southwest quarter of Northeast quarter of Section 28, Township 6 South, Range 1 West, Salt Lake Meridian.
- PARCEL 9: Lots 3,4 and 8, Section 29, Township 6 South, Range 1 West, Salt Lake Meridian.
- PARCEL 10: Southeast quarter; East half of Southwest quarter; Southeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 30, Township 6 South, Range 1 West, Salt Lake Meridian. Also Northeast quarter of Northeast quarter of said Section 30.
- PARCEL 11: West 3/4 of Section 25, Township 6 South, Range 2 West, Salt Lake Meridian.
- PARCEL 14: Northeast quarter of Section 35, Township 6 South, Range 2 West, Salt Lake Meridian.
- PARCEL 15: All of Section 36, Township 6 South, Range 2 West, Salt Lake Meridian.

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PARCEL 16: Southwest quarter of Northeast quarter; Southeast quarter of Northwest quarter; East half of Southwest quarter of Section 31, Township 6 South, Range 1 West, Salt Lake Meridian; Also Lots 3 and 4; South half of Southeast quarter and Northeast quarter of Southeast quarter; Northeast quarter of Northwest quarter; North half of Northeast quarter and Lots 1 and 2 of said Section 31.

PARCEL 17: Southeast quarter of Northwest quarter; Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; Southwest quarter of Northeast quarter of Section 6, Township 7 South, Range 1 West, Salt Lake Meridian. Also Lot 7 and Southwest quarter of Southeast quarter of said Section 6.

PARCEL 18: Northeast quarter of Section 13, Township 7 South, Range 2 West, Salt Lake Meridian.

PARCEL 19: West half of Southeast quarter; East half of Southwest quarter of Section 19, Township 7 South, Range 1 West, Salt Lake Meridian.

PARCEL 20: Commencing 100 rods North of the center of Section 30, Township 7 South, Range 1 West, Salt Lake Meridian; thence East 80 rods; thence North 60 rods; thence West 160 rods; thence South 60 rods; thence East 80 rods to beginning.

PARCEL 21: The Southeast Quarter of the Northeast Quarter; the East half of the Southeast quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 23: The Southeast quarter of the Northwest quarter; the South half of the Northeast quarter; the Southwest quarter, and the Southeast quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 24: All of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 25: The North half of Section 24, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 26: The North half of the Northeast quarter of Section 23, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 27: The Northeast quarter of the Northeast quarter of Section 22; Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 28: The Northwest quarter and the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

BOK 2283 FILE 504

LEGAL DESCRIPTION
Leland A. Fitzgerald

The SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 31, Township 6 South Range 1 West, SLM (area 80 acres). Lots 5 and 6 of Section 6, Township 7 South, Range 1 West, SLM (area 79.41 acres) Lots 2, 3 and 4 of Section 6, Township 7 South, Range 1 West, SLM (area 118.15 acres). Lot 2; SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 7, Township 7 South, Range 1 West, SLM (area 79.43 acres). N $\frac{1}{2}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of E $\frac{1}{2}$; S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 7, Township 7 South, Range 1 West, SLM (area 319.41 acres). S $\frac{1}{2}$ SW $\frac{1}{4}$; N $\frac{1}{2}$ of NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; SE $\frac{1}{4}$; Section 18, Township 7 South, Range 1 West, SLB&M (area 400 acres). NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$; Lots 3 and 4, Section 19 Township 7 South, Range 1 West SLM (area 320 acres).

Commencing at center of Section 30, Township 7 South, Range 1 West, SLM East 80 rods; North 100 rods; West 160 rods; South 100 rods; East 80 rods to beginning (area 100 acres). Lots 1, 2, 3 and 4 also E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 30, Township 7 South, Range 1 West, SLM (area 240 acres). Lots 1 and 2; also East $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 31, Township 7 South, Range 1 West, SLM (area 160 acres). S $\frac{1}{2}$ of NW $\frac{1}{2}$ of SW $\frac{1}{4}$; Lots 3 and 4 of Section 1, Township 7 South, Range 2 West, SLM (area 240 acres). S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 1, Township 7 South, Range 2 West, SLM (area 80 acres).

NE $\frac{1}{4}$ of Section 10, Township 7 South, Range 2 West, SLM (area 160 acres). N $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 11, Township 7 South, Range 2 West, SLM (area 80 acres). W $\frac{1}{2}$ of NE $\frac{1}{4}$ S $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 11, Township 7 South, Range 2 West, SLM (area 160 acres). E $\frac{1}{2}$ of NE $\frac{1}{4}$ of Section 11, Township 7 South, Range 2 West, SLM (area 80 acres). S $\frac{1}{2}$ of Section 11, Township 7 South, Range 2 West, SLM (area 320 acres). NE $\frac{1}{4}$ of Section 12, Township 7 South, Range 2 West, SLM (area 160 acres).

NW $\frac{1}{4}$; SW $\frac{1}{4}$ of Section 12, Township 7 South, Range 2 West, SLM (area 320 acres). W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). W $\frac{1}{2}$ SE $\frac{1}{4}$, Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). NW $\frac{1}{4}$ of Section 14, Township 7 South, Range 2 West, SLM (area 160 acres).

NE $\frac{1}{4}$ and S $\frac{1}{2}$ of Section 14, Township 7 South, Range 2 West, SLM (area 480 acres). All of Section 15, Township 7 South, Range 2 West, SLM (area 640 acres). All of E $\frac{1}{2}$ of Section 16, Township 7 South, Range 2 West, SLM (area 320 acres). E $\frac{1}{2}$; SW $\frac{1}{4}$ of Section 21, Township 7 South, Range 2 West, SLM (area 480 acres). All of Section 22, Township 7 South, Range 2 West, SLM (area 640 acres). All of Section 23, Township 7 South, Range 2 West, SLM (area 640 acres).

W $\frac{1}{2}$ of Section 24, Township 7 South, Range 2 West, SLM (area 320 acres). N $\frac{1}{2}$ of Section 25, Township 7 South, Range 2 West, SLM (area 320 acres). All of Section 27, Township 7 South, Range 2 West, SLM (area 640 acres). E $\frac{1}{2}$; E $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 28, Township 7 South, Range 2 West, SLM (area 400 acres). NE $\frac{1}{4}$ of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). SE $\frac{1}{4}$ of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). NW $\frac{1}{4}$ of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). All of section 34, Township 7 South, Range 2 West, SLM (area 640 acres). All of Section 35, Township 7 South, Range 2 West, SLM (area 640 acres). SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 36, Township 7 South, Range 2 West, SLM (area 40 acres). Lots 3 and 4; South

Legal Description (continued)

$\frac{1}{2}$ of NW $\frac{1}{4}$ of Section 1, Township 8 South, Range 2 West, SLM (area 320 acres). All of Section 2, Township 8 South, Range 2 West, SLM (area 643.60 acres). SW $\frac{1}{4}$; Lots 1, 2, 3 and 4; SE $\frac{1}{4}$ of NW $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 8 South, Range 2 West, SLM (area 600 acres).

The Southeast $\frac{1}{4}$ of Section 15; the East $\frac{1}{2}$ of the East $\frac{1}{2}$ of Section 21; the South $\frac{1}{2}$ of Section 22; and the Northwest $\frac{1}{4}$ of Section 22, the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 22; and the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 22, all in township 6 South, Range 2 West, Salt Lake Meridian, excepting therefrom all oil, gas, coal, hydrocarbons and all other minerals.

Com. 5.75 chs S of NE cor of SE $\frac{1}{4}$ of Sec 7, T 6 S, R 1 W, SLM; S 12.75 chs; W 40 chs; N 12.75 chs; e 40 chs to beg Area 51 acres.

The Southeast quarter of Section 12, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The East half; and the East half of the West half of Section 19, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Northeast quarter; and the West half of Section 20, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Southwest quarter; and the West half of the Northwest quarter of Section 28, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The North half; and all of the South half that lies East of the County Road of Section 29, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The North half of Section 30, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Northeast quarter; and all of the South half that lies East of the County Road of Section 32, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

That portion of the North half and the Southwest quarter that lies East of the County Road of Section 5, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

The Southeast quarter; and the Southwest quarter of the Northeast quarter of Section 1, Township 8 South, Range 3 West, Salt Lake Base and Meridian.

The Northeast quarter; and the North half of the Southeast quarter of Section 36, Township 7 South, Range 3 West, Salt Lake Base and Meridian.

The East half and the Northwest quarter of Section 31, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of Section 6, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

The Southhalf of Section 30, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the South half that lies West of the County Road of Section 29, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the South half that lies West of the County Road of Section 32, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the West half that lies West of the County Road of Section 5, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

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The East one-half of the East one-half of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian (SLB&M)

The Southeast one-quarter of the Northwest one-quarter of Section 28, Township 6 South, Range 1 West, SLB&M

Lots 7, 10, 15 and 16 of Section 29, Township 6 South, Range 1 West, SLB&M

Commencing South 88 degrees 49' West 1319.58 feet and South 0 deg. 13' 3" West 437.3 feet from the Northeast corner of Section 11, Township 6 South, Range 2 West, SLB&M, thence as follows:

South 35 deg. 37' West 2590.6 feet along a road,

South 87 deg. 21' East 1518.8 feet;

North 0 deg. 13' 30" West 2176.2 feet to the place of beginning

The Southwest one-quarter and the South one-half of the Northwest one-quarter of Section 1, Township 7 South, Range 2 West, SLB&M

The Northeast one-quarter of Section 17, Township 7 South, Range 2 West, Salt Lake Meridian

The West one-half of Section 26, Township 7 South Range 2 West, SLB&M

The Northeast one-quarter of Section 10, Township 8 South, Range 2 West, SLB&M

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Excluding the following property:

COMMENCING South 0 degrees 25' 24" West 45.40 feet along the section line and South 89 degrees 38' 52" East 2820.59 feet from the West one-quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence as follows (all in said section 7):
South 3 degrees 12' 9" West 84.20 feet;
South 89 degrees 38' 52" East 917.66 feet to the west side of a county road;
Northerly along said county road 265 feet, more or less to a point lying North 3 degrees 12' 9" East 174.90 feet and South 89 degrees 38' 52" East 850.03 feet from the point of beginning;
North 89 degrees 38' 52" East 850.03 feet;
South 3 degrees 12' 9" West 174.90 feet to the point of beginning.

Also Excluding:

BEGINNING at a point which is South 0 degrees 25' 55" West 379.50 feet along the section line and South 89 degrees 38' 52" East 2943.49 feet from the brass cap monument which is the West Quarter Corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 degrees 38' 52" East 867.20 feet to a P.O.C. of a curve to the right (center bearing South 85 degrees 51' 47" West, radius 2175.00 feet), said point also being on the west edge of an existing 50.00 foot wide county road, thence along the arc of said curve 250.18 feet to a P.O.C (center bearing North 87 degrees 32' 47" West), thence North 89 degrees 38' 52" West 872.41 feet, thence North 0 degrees 21' 08" East 250.00 feet to the point of beginning.

Also excluding:

BEGINNING at a point on the center line of an existing 50.00 foot wide county road, which is South 0 degrees 25' 55" West 379.50 feet along section line South 89 degrees 38' 52" East 3810.69 feet from a brass cap monument which is the West quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89 degrees 38' 52" East 881.92 feet; thence North 0 degrees 21' 08" East 250 feet; thence North 89 degrees 38' 52" West 915.83 feet to a point on a curve to the right (center bearing South 79 degrees 20' 23" West, radius 2200 feet), said point being also on the center line of an existing county road; thence along said center line 252.44 feet to a point on said curve (center bearing South 85 degrees 54' 51" West), said point also the point of beginning. Less road. Area 5 acres.

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EXHIBIT II

PARCEL 1 - ROBERTS PROPERTY

COMMENCING South 0 degrees 25' 24" West 45.40 feet along the section line and South 89 degrees 38' 52" East 2820.59 feet from the West one-quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence as follows (all in said section 7):
South 3 degrees 12' 9" West 84.20 feet;
South 89 degrees 38' 52" East 917.66 feet to the west side of a county road;
Northerly along said county road 265 feet, more or less to a point lying North 3 degrees 12' 9" East 174.90 feet and South 89 degrees 38' 52" East 850.03 feet from the point of beginning;
North 89 degrees 38' 52" East 850.03 feet;
South 3 degrees 12' 9" West 174.90 feet to the point of beginning.

PARCEL 2 - W. FITZGERALD PROPERTY

BEGINNING at a point which is South 0 degrees 25' 55" West 379.50 feet along the section line and South 89 degrees 38' 52" East 2943.49 feet from the brass cap monument which is the West Quarter Corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 degrees 38' 52" East 867.20 feet to a P.O.C. of a curve to the right (center bearing South 85 degrees 51' 47" West, radius 2175.00 feet), said point also being on the west edge of an existing 50.00 foot wide county road, thence along the arc of said curve 250.18 feet to a P.O.C (center bearing North 87 degrees 32' 47" West), thence North 89 degrees 38' 52" West 872.41 feet, thence North 0 degrees 21' 08" East 250.00 feet to the point of beginning.

PARCEL 3 - N. FITZGERALD PROPERTY

BEGINNING at a point on the center line of an existing 50.00 foot wide county road, which is South 0 degrees 25' 55" West 379.50 feet along section line South 89 degrees 38' 52" East 3810.69 feet from a brass cap monument which is the West quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South 89 degrees 38' 52" East 881.92 feet; thence North 0 degrees 21' 08" East 250 feet; thence North 89 degrees 38' 52" West 915.83 feet to a point on a curve to the right (center bearing South 79 degrees 20' 23" West, radius 2200 feet), said point being also on the center line of an existing county road; thence along said center line 252.44 feet to a point on said curve (center bearing South 85 degrees 54' 51" West), said point also the point of beginning. Less road. Area 5 acres.

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Exhibit II

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PARCEL 4 - MONTE VISTA FARM HOUSE

All of Section 14 Township 6 South, Range 2 West, Salt Lake
Base and Meridian

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EXHIBIT II

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