

Record and return to:

Spencer Moffat  
Boyer Farmington Meadows, L.C.  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101

E 2518954 B 4989 P 686-687  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
3/25/2010 4:33:00 PM  
FEE \$12.00 Pgs: 2  
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

146572 a  
08-427-0141; 08-427-0125 thru -0129; 08-427-0132 thru -0138

**DECLARATION OF GRAZING RESTRICTION**

THIS DECLARATION OF GRAZING RESTRICTION (“**Declaration**”) is entered into as of the 24<sup>th</sup> day of March, 2010 by CHRISTENSEN LAND COMPANY, LLC, a Utah limited liability company (“**Declarant**”).

WHEREAS Declarant owns certain real property located in Farmington, Davis County, Utah (the “**Christensen Property**”), which is more particularly described as:

**Parcel D, Farmington Meadows Phase 1 Subdivision, according to the official plat thereof recorded in the office of the Davis County Recorder, State of Utah**

WHEREAS BOYER FARMINGTON MEADOWS, L.C., a Utah limited liability company, and PLEASANT VALLEY INVESTMENTS, LC, a Nevada limited liability company (collectively, “**Developers**”) own and are, or will be, developing certain real property which is adjacent to the east side of the Christensen Property (the “**Developer Property**”); and

WHEREAS, Declarant desires to restrict livestock grazing on a certain portion of the Christensen Property for the benefit of Developers and the Developer Property.

NOW THEREFORE, Declarant hereby declares as follows:

1. Grazing Restriction. The owner of the Christensen Property shall not allow livestock to graze on that portion of the Christensen Property which is within one hundred fifty feet (150’) of the western lot line of Lots 132 through 138 of the Farmington Meadows Phase 1 Subdivision, nor within one hundred fifty feet (150’) of any home constructed on Lots 125 through 129 of the Farmington Meadows Phase I Subdivision.

2. Benefit of Restriction. The foregoing restriction is made for the benefit of Developers and their respective successors and assigns.

3. Covenants Running with the Land. This Declaration and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon Christensen and her respective heirs, successors and assigns, and shall constitute a “covenant running with the land”.

4. Governing Law and Attorneys’ Fees. This Declaration shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for

the enforcement of this Declaration, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Declaration, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF Declarant has executed this Agreement as of the date set forth above.

CHRISTENSEN LAND COMPANY, LLC,  
a Utah limited liability company

By: *Stephen K. Christensen*  
Its: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me on the 27<sup>th</sup> day of March, 2010 by STEPHEN K. CHRISTENSEN, as MANAGER of CHRISTENSEN LAND COMPANY, LLC, a Utah limited liability company.

*Debra J. Doucette*  
Notary Public

