

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

To the Public:

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

PROPERTY DESCRIPTION

Beginning at a point S 01° 02' 10" W along the section line 3358.78 ft. from the Northwest Corner of Section 23, Township 2 South, Range 5 East, Salt Lake Base and Meridian, and running thence;
East 1338.55 feet, thence S 00° 43' 07" W 204.14 feet, thence East 1339.95 feet, thence S 00° 23' 55" W 559.13 feet, thence S 89° 36' 05" E 891.79 feet, thence N 00° 23' 55" E 217.85 feet, thence S 89° 36' 05" E 865.33 feet, thence N 00° 23' 55" E 338.82 feet, thence S 89° 36' 05" E 885.95 feet, to the east line of Section 23, thence S 00° 06' 45" E along the section line 1035.46 feet to a point which is N 00° 06' 45" W along the section line 705.66 feet from the Southeast Corner of Section 23, thence N 89° 27' 00" W 705.66 feet, thence S 00° 06' 45" E 705.66 feet to a point on the south line of Section 23, said point being N 89° 27' 00" W along the section line 705.66 feet from the Southeast Corner of Section 23, thence N 89° 27' 00" W along the section line 1952.96 feet to the South Quarter Corner of Section 23, thence S 89° 09' 01" W along the section line 2699.97 feet to the Southwest Corner of Section 23, thence N 01° 02' 10" E along the section line 3384.69 feet to the Point of Beginning. Contains 190.90 acres.

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 13.3 of the Development Code of Summit County, 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 13.3 of The Development Code of Summit County. 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 owners heirs or assigns shall violate or attempt to violate any of the covenants above set forth, Summit 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 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.

00425116 Bk00268 Pg00710-00711
ALAN SPRIGGS, SUMMIT COUNTY RECORDER
1995 FEB 23 12:02 PM FEE \$12.00 BY DMG
REQUEST: DAVID B CUMMINGS

Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Summit County Building Official before recording with the County Recorder. Any changes or amendment without such approval is hereby made null and void.

Signed: William E. Meyer

Douglas R. Cummins

ACKNOWLEDGMENT

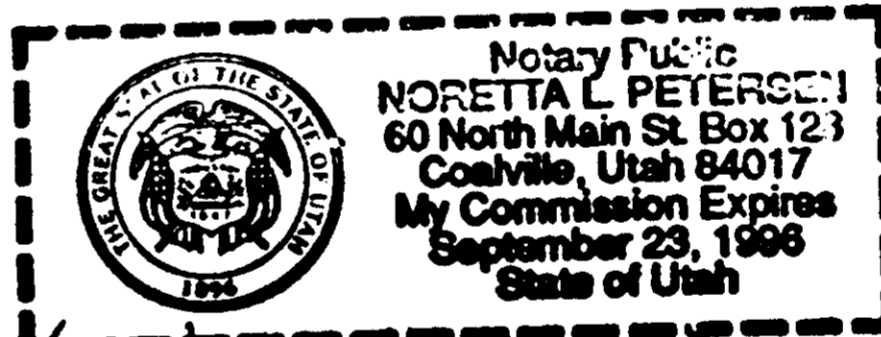
STATE OF UTAH)
COUNTY OF SUMMIT)

On the 31 day of January, 1995, personally appeared before me, William E. Meyer, the signer(s) of the above instrument, who duly acknowledges to me that he/she executed the same.

Noretta L. Petersen
Notary Public

Residing at: _____

Commission Expires: _____



Reviewed prior to recording By: Douglas Dotson
Community Development Director

Date: 2.17.95