

DECLARATION OF FARM UNIT

TO THE PUBLIC:

We, the undersigned owners of real property in Utah County, State of Utah, which property is more particularly described as follows:

Commencing South 426 feet from North 1/4 Corner Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence as follows:

North 89° 55' East 485.1 feet;

South 40' 12" West 648 feet;

West 5.62 feet;

South 1° 10' West 650.91 feet;

North 89° 27' West 714 feet;

North 00° 43' East 1292.5 feet;

North 89° 55' East 237.9 feet to the beginning. Area is 21.42 acres.

Also beginning at a point which is North 89° 52' 26" East along the Section Line 469.92 feet and South 1724.78 feet from the North Quarter-Corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence as follows:

South 1° 33' 05" West along a fence line 1160 feet;

North 89° 26' 39" West 714 feet;

North 1° 33' 05" East 1160 feet;

South 89° 26' 39" East along a fence line 714 feet to the point of beginning (19 acres).

have the intent to maintain a farm unit necessary to qualify for farm caretaker dwellings under the provisions of Sections 4-3-42 and 4-3-43 of the "Utah County Zoning Ordinance".

We hereby covenant and agree as follows:

1. That the above-described property shall be maintained as one unit and considered as one zoning lot, which is a bona fide farming operation qualifying for each and all farm caretaker dwellings approved, subject to the above-cited (or successor) ordinance.

2. That neither we, nor any of our heirs, executors, administrators, or assigns shall allow residential use of the above-described real property, except properly approved primary and secondary farm dwellings for caretakers employed on the premises.

3. This covenant shall run with the land and shall be binding upon all persons owning or leasing the above-described real property.

4. This covenant shall terminate and be of no further force or effect at such time as: (1) the Utah County Zoning Ordinances are repealed or amended to no longer require the farm unit as set forth above; (2) portions of the property above-described become a part of an incorporated city or town; or (3) the above-described real property is rezoned to permit residential uses of the above-described property, where the owners or their successors are able to comply with the then existing zoning ordinances of Utah County.

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 owners, or their heirs, executors, administrators, agents, or assigns shall violate, or attempt to violate any of the provisions of this instrument, Utah County may enforce said agreement through the withholding of building permits, or appropriate civil proceeding including injunctive relief which may include enjoining construction, abatement, mandamus, or other appropriate civil remedies; or may institute criminal proceedings for misdemeanor violations as provided for violation of a zoning ordinance; further, any aggrieved party having a legal interest may seek similar civil relief, and where successful, such party may be awarded any court costs or attorney's fees required for enforcement.

Signed:

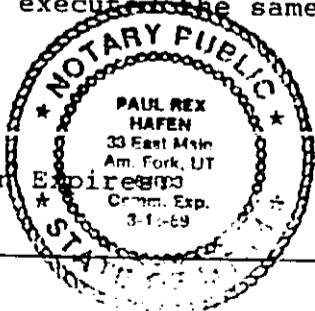
[Signature]
Don N. Fenn

[Signature]
Dixie B. Fenn

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 16 day of May, 1985,
personally appeared before me Don N. and Dixie B. Fenn

the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.



My Commission Expires

[Signature]
NOTARY PUBLIC

Residing At: _____

This form approved by the Utah County Attorney's office, Civil Division, on May 13, 1985
August 13, 1985