

When Recorded, Please Return To:

Judd Dairy Farm, Inc.
c/o Mark A. Judd
115 West Judd Lane
Coalville, UT 84017

With a Copy to:

Summit County Community Development
60 N. Main St.
Coalville, UT 84017

COVENANT AND AGREEMENT TO
RESTRICT USE OF CERTAIN PROPERTY

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ALAN SPRIGGS, SUMMIT CO RECORDER
2006 JUN 01 09:23 AM FEE \$23.00 BY GGB
REQUEST: MARK A JUDD

BK1794 PG1466

This Covenant and Agreement to Restrict Use of Certain Property ("Covenant") is made as of the 4th day of May, 2006 by Rulon V. Judd and Mark A. Judd ("Covenantors") in their capacity as officers of Judd Dairy Farm, Inc., a Utah Corporation ("Owner") of certain real property situated in Summit County, State of Utah, as more fully described in Paragraph A of this Agreement (the "Property").

RECITALS

WHEREAS, the Owner of the Property desires to subdivide the Property, and;

WHEREAS, the proposed subdivision of the Property has been given the name of Wheat Run Subdivision, and;

WHEREAS, the Eastern Summit County Planning Commission recommended approval of the proposed subdivision of the Property on February 15, 2006, as a Cluster Bonus/Agricultural Preservation Subdivision, and;

WHEREAS, the Summit County Community Development Director approved the proposed subdivision of the property on May 30, 2006, as recommended by the Planning Commission.

WHEREAS, as a condition of final approval of the subdivision of the Property, and consistent with the classification of the development of the Property as a Cluster Bonus/Agricultural Preservation Subdivision, Summit County requires that certain restrictions on the use of the Property be agreed to by the Covenantors.

NOW THEREFORE, the Covenantors agree to the use restrictions as contained in this Covenant.

BK1794 PG1467

COVENANT AND AGREEMENT

1. Restrictions to Run with the Land. This Covenant sets forth, for the mutual benefit of the Property, the Owner, and Summit County, protective provisions covenants, restrictions, and conditions (collectively referred to as the "Restrictions"), upon and subject to which the Restricted Area (as defined in Paragraph A) and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and all of the Restrictions shall run with the land, shall inure to the benefit of, and pass with the Property, and shall apply to and bind the respective successors in interest thereof.
2. Concurrence of Owners Presumed. All owners and occupants of all or any portion of the Property shall be deemed by their purchase, lease, or possession of such Property, to have knowledge of, and be in accord with, the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents and employees, of such owners, occupants, heirs, successors, and assignees, that the Restrictions as herein set forth must be adhered to for the benefit of future owners and occupants and that their interest in the Property shall be subject to the Restrictions contained herein.
3. Incorporation into Deeds and Leases. The Restrictions contained herein shall be incorporated by reference in each and every deed and lease of all or any portion of the Property.
4. Restrictions of Use. The Covenantors promise to restrict the use of the Property as follows:
 - A. The Preserved Area (as identified in Paragraph B) shall continue to be used solely for agricultural and open space purposes as defined by the current Eastern Summit County Development Code, as amended. Additional development shall not be permitted, except for uses customarily associated with the agricultural use of the property and public trails. No structures, including agricultural structures, shall be constructed except as approved by and in accordance with the current Eastern Summit County Development Code, as amended. No structures, including agricultural structures, shall be located in jurisdictional wetlands identified by the U.S. Army Corps of Engineers.
 - B. At least 75 acre-ft of irrigation water shall remain with the Property in order to sustain the agricultural use of the Property. Irrigation water shall only be used for uses customarily associated with the agricultural use of the property.
 - C. Lots 1 through 7 within the proposed Wheat Run Subdivision are buildable, any further subdivision of such lots, whether by deed, bequest, divorce decree, or other recorded instrument, shall not result in a buildable lot until the same has been approved in accordance with the Eastern Summit County Development Code, as amended.

5. No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.
6. Paragraph Headlines. Headings at the beginning of each paragraph of this Covenant are solely for convenience and not a part of this Covenant.
7. Restricted Area. The following shall be the Restricted Area: (See attached Paragraph A)
8. Preserved Area. The following shall be the Preserved Area: (See attached Paragraph B)
9. Effective Date. This Covenant shall be executed by Covenantors and provided to Summit County for signature. The Covenant shall then be effective upon the recording of this Covenant along with the final Wheat Run Subdivision plat.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth below.

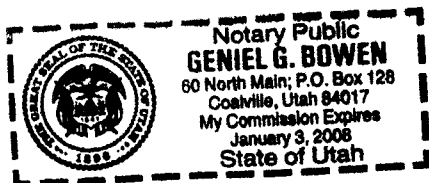
Judd Dairy Farm, Inc.

By: Rulon V. Judd Date: 5/4/06
 Rulon V. Judd, President

By: Mark A. Judd Date: 5/4/06
 Mark A. Judd, Secretary/Treasurer

STATE OF UTAH
 COUNTY OF Summit

On the 4 day of May, 2006, A.D. personally appeared before me Rulon V. Judd and Mark A. Judd who being by me duly sworn did say, each for himself, that he, the said Rulon V. Judd is the president, and he, the said Mark A. Judd is the secretary of Judd Dairy Farm, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Rulon V. Judd and Mark A. Judd each duly acknowledged to me that said corporation executed the same and the seal affixed is the seal of said corporation.



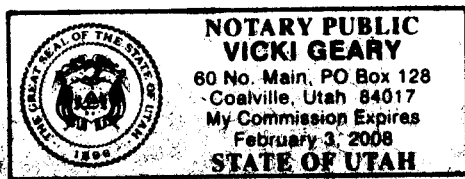
Daniel A. Bowen
 NOTARY PUBLIC
 Residing at: Coalville, Utah
 My commission expires: 1-3-2008

Summit County

By: Michele Devaney Date: 5/17/06
Summit County

STATE OF UTAH
COUNTY OF Summit

On the 17 day of May, 2006, personally appeared before me
Michele Devaney, the signer of the foregoing instrument, who duly
acknowledged to me that (s)he executed the same.



Vicki Geary
NOTARY PUBLIC
Residing at: Summit
My commission expires: 2/3/2008

BK1794 PG1470

PARAGRAPH A: Restricted Area

PROPOSED WHEAT RUN SUBDIVISION

(Containing all of tax parcel #'s NS-544, NS-560, NS-616)

BOUNDARY DESCRIPTION

A portion of land located in the North Half of section 33 and the South Half of section 28, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and having a Basis of Bearing taken as West between the Northeast Corner and the North 1/4 Corner of said Section 33, described as follows:

Beginning at the North 1/4 Corner of Section 33, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence North 89 48'06" East 700.26 feet along the southerly line of parcel NS-569, Donaldson property; thence South 04 18'00" West 33.09 feet; thence South 89 50'38" East 888.82 feet to the westerly line of Hoytsville Road; thence South 04 18'00" West 871.29 feet along said line; thence West 1994.42 feet along a fence line to the easterly line of State of Utah, Parks and Recreation (Rail Trail); thence North 08 59'34" West 2098.08 feet along said line to the southerly fence line of Creamery Lane Road; thence North 88 22'00" East 652.90 feet along said fence line to a fence line; thence South 01 47'00" East 326.07 feet along the westerly fence line of parcel NS-559-A, Follet property; thence North 88 22'00" East 705.56 feet along the southerly fence line of said property to the westerly line of the Dixon property; thence South 09 00'00" East 410.61 feet along said property and fence line to an existing rebar with cap stamped Wilde LS 163839, being a northwesterly corner of Meadow Haven Subdivision; thence South 08 08'38" East 164.83 feet along said subdivision boundary being a fence line; thence South 89 37'10" West 654.54 feet along the northerly line of parcel NS-569, Donaldson property, being a fence line; thence South 310.20 feet along a fence line of said property to the point of beginning.

Containing 68.93 acres

**Boundary Description
Proposed Wheat Run Subdivision
Agriculture Parcel**

A portion of land located in the North Half of section 33 and the South Half of Section 28, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and having a Basis of Bearing taken as West between the Northeast Corner and the North 1/4 Corner of said Section 33, described as follows:

Beginning at the North 1/4 Corner of Section 33, Township 2 North, Range 5 East, Salt Lake Base and Meridian, and running thence North $89^{\circ}48'06''$ East 700.26 feet along the southerly line of parcel NS-569, Donaldson property; thence South $04^{\circ}18'00''$ West 33.09 feet; thence South $89^{\circ}50'38''$ East 354.27 feet; thence South $04^{\circ}18'00''$ West 192.33 feet; thence East 374.15 feet; thence South $04^{\circ}18'00''$ W 680.40 feet; thence West 1833.92 feet along a fence line to the easterly line of State of Utah, Parks and Recreation (Rail Trail); thence North $08^{\circ}59'34''$ West 2098.08 feet along said line to the southerly fence line of Creamery Lane Road; thence North $88^{\circ}22'00''$ East 652.90 feet along said fence line to a fence line; thence South $01^{\circ}47'00''$ East 326.07 feet along the westerly fence line of parcel NS-559-A, Follet property; thence North $88^{\circ}22'00''$ East 705.56 feet along the southerly fence line of said property to the westerly fence line of the Dixon property; thence South $09^{\circ}00'00''$ East 410.61 feet along said property and fence line to an existing rebar with cap stamped Wilde LS 163839, being a northwesterly corner of Meadow Haven Subdivision; thence South $08^{\circ}08'38''$ East 164.83 feet along said subdivision boundary being a fence line; thence South $89^{\circ}37'10''$ West 654.54 feet along the northerly line of parcel NS-569, Donaldson property, being a fence line; thence South 310.20 feet along a fence line of said property to the point of beginning.

Containing 64.08 Acres