

Entry No. 172642 Recorded at request of Grieg Morrison Fee Paid None  
 Date Nov 30, 1977 in 402 P. 1 Zola Henderson Uintah County Recorder  
 by Jane Campbell Deputy Book 259 Page 88

AGREEMENT AND RESTRICTIONS

*Partial Release Pl 296 Pg 522*

This Agreement and Restrictions made and entered into this 30th day of November, 1979, by and between UINTAH COUNTY, hereinafter referred to as "County" and GRIEG MORRISON, STEVEN HALL, ASHEL MANWARING, ELVA MANWARING, LAURA SIMMONS, LAVELL M. SIMMONS, NICHOLAS RAY RICHINS, H. D. BEHRMAN, GERALD CLARK and FIFTH EAST, a partnership, hereinafter referred to as "Owners".

WHEREAS, Owners are desirous of subdividing real property located in Uintah County, and have presented to County a subdivision plat for approval, and

WHEREAS, County agrees to approve the plat subject to Owners building and completing all roads and other improvements in the subdivision.

NOW, THEREFORE, the parties agree as follows:

1. Owners hereby agree that this agreement and its restrictions shall be binding upon themselves, their successors and assigns, and that this agreement is intended to give notice to all parties who have or may obtain any interest in the property herein described, and that the said property is subject to the following agreement and restrictions.

2. The property, subject to this agreement and restrictions, is located in Uintah County, Utah, and is described as follows, to-wit:

Section 1, Township 5 South, Range 21 East, S.L.B.& M.

Lots 1 through 124 of High Country Estates Subdivision •

3. The Owners hereby agree to construct all roads as set forth on the High Country Estates Subdivision Plat and all other required improvements. Said roads and improvements shall be constructed to the satisfaction and specification of County, its

commissioners and engineers.

4. The Owners, nor their assigns, successors or purchasers shall sell or commence construction of any structure on any lot in the subdivision without first obtaining permission from County and providing to County suitable security to secure performance by Owners in constructing the roads and other improvements in the phase of the subdivision Owners seek to have released from this agreement.

5. Owners represent that they will develop the subdivision in four (4) consecutive phases as indicated on the subdivision plat. County agrees to release from this agreement each phase upon receipt from the Owners of sufficient security as set forth in Paragraph 4. County hereby acknowledges receipt of sufficient security for Phase 1, and hereby releases all lots in Phase 1 from this agreement.

6. In the event Owners breach this agreement, Owners agree to personally, jointly and severally, to indemnify County from any and all claims arising from said breach. Owners further agree to pay all costs including an attorney's fee incurred by County in the event legal action is required to enforce this agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

OWNERS:

*Ashel Manwaring*  
Ashel Manwaring

*Elva Manwaring*  
Elva Manwaring

*Lavell M. Simmons*  
Lavell M. Simmons

Laura Simmons  
Laura Simmons

The following sign as owners of the property and partners of Fifth East, a Partnership

Grieg Morrison  
Grieg Morrison

Nicholas Richins  
Nicholas Richins

H. D. Behrman  
H. D. Behrman

Steven Hall  
Steven Hall

Gerald Clark  
Gerald Clark

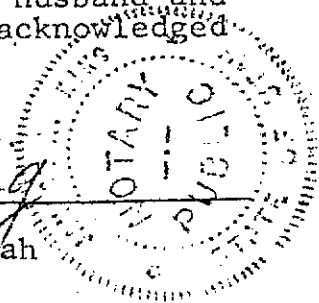
UINTAH COUNTY

By Merrill C. McKeown

STATE OF UTAH )  
                          ) ss  
COUNTY OF UINTAH )

On the 30th day of November, 1979, personally appeared before me Ashel Manwaring and Elva Manwaring, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Janice A. King  
Notary Public  
Residing at Vernal, Utah



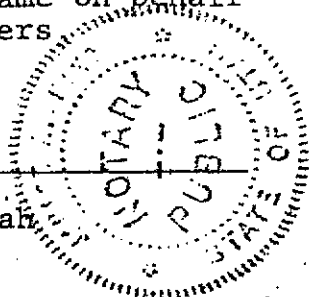
My Commission Expires:  
MY COMMISSION EXPIRES  
JULY 25, 1982

STATE OF UTAH )  
                          ) ss  
COUNTY OF UINTAH )

On the 30 day of November, 1979, personally

appeared before me Grieg Morrison, Nicholas Richins, H. D. Behrman, Steven Hall and Gerald Clark, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of Fifth East, a partnership of which they are partners

Janice A. King  
Notary Public  
Residing at Vernal, Utah



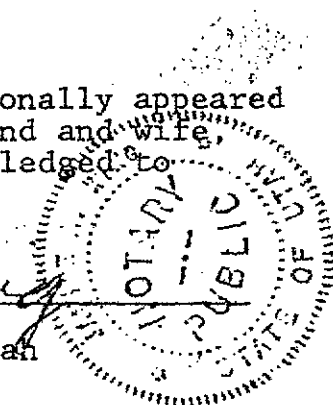
My Commission Expires:

MY COMMISSION EXPIRES  
JULY 25, 1982

STATE OF UTAH            )  
                                  ) ss  
COUNTY OF UINTAH    )

On the 30th day of November, 1979, personally appeared before me Lavell M. Simmons and Laura Simmons, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Janice A. King  
Notary Public  
Residing at Vernal, Utah



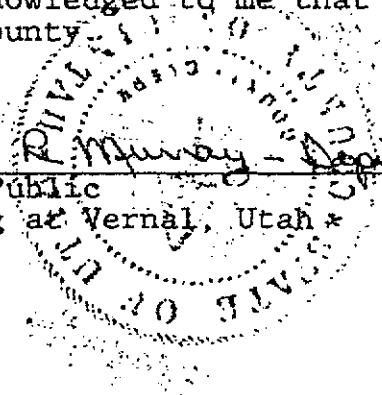
My Commission Expires:

MY COMMISSION EXPIRES  
JULY 25, 1982

STATE OF UTAH            )  
                                  ) ss  
COUNTY OF UINTAH    )

On the 30th day of November, 1979, personally appeared before me Merrell B. Meacham, the signer of the above instrument, who duly acknowledged to me that he executed the same on behalf of Uintah County.

Sinda R. Murray - Deputy County Clerk  
Notary Public  
Residing at Vernal, Utah \*



My Commission Expires:

1-1-82