

DECLARATION OF ZONING LOT

TO THE PUBLIC:

We the undersigned owners of real property located in the unincorporated area of Utah County, State of Utah, which property is described as follows:

Commencing 2003.10 feet south of center Section 7, Township 6 South, Range 3 East, Salt Lake Meridian; West 1280 feet more or less, South 3 deg. 29' 23" West 304.39 feet more or less; South 82 deg. 22' West 330 feet North 3 deg. 29' 23" East 150 feet; North 81 deg. 27' 23" East 35 feet more or less; North 50 feet; West 15.71 feet; North 145.93 feet; West 250 feet; South 51 deg. 30' East 83.82 feet more or less; South 463.98 feet more or less; North 82 deg. 22' East 105.6 feet; North 148.5 feet; North 82 deg. 22' East 330 feet; South 148.50 feet; North 82 deg. 22' East 297 feet; South 84 deg. 30' East 763.62 feet; East 302.79 feet; North 492 feet more or less to point of beginning;

which property currently consists of eight parcels identified by the following tax serial numbers: 20:014:0006, 20:014:0036, 20:014:0038, 20:014:0039, 20:014:0040, 20:014:0042, 20:014:0053, 20:014:0054; (collectively referred to as the "property")

have the intent to maintain the property described above as a single zoning lot which meets the requirements of the Utah County Zoning Ordinance, for a Provo City water tank and for agricultural uses only, (including agricultural buildings, but not including any residential use), hereinafter termed the "Subject Building and Use."

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 for the "Subject Building and Use;"
2. That only the "Subject Building and Use" and no other buildings or uses, except those deemed by Utah County to meet its zoning and building ordinances as evidenced by a county permit granted therefor shall be located upon the above-described property;
3. This covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference thereto. If included by reference only, the reference shall specifically state the full title of this restrictive covenant and shall state the entry number and year in which it was recorded with the Utah County Recorder.
4. That this covenant shall run with the land and be binding upon all persons owning or leasing the above-described property until twenty (20) years from the date of execution hereof and shall be automatically renewed for successive ten (10) year periods, or until such time as:
(a) a Certificate of Release from the Utah County Zoning Administrator is recorded stating the Zoning Lot Declaration is no longer required because the land, as configured and used

without the Zoning Lot Declaration, conforms to the current zoning ordinance provisions;
(b) the entire property as described above becomes part of an incorporated city or town; or
(c) the "Subject Building and Use" is abated or removed from the above-described property.

- 5. That 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; 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, the county or such other party may be awarded any court costs and attorney's fees required for enforcement.

Invalidation of any of these covenant provisions by judgment or court order shall not affect any other of the provisions, which shall remain in full force and effect. This document shall be recorded in the office of the Utah County Recorder.

Signed:

Donna Hall
1.16.03

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

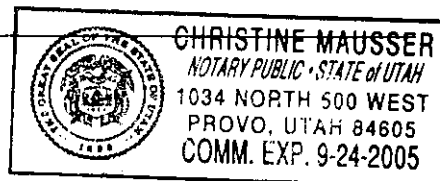
On the 16 day of January, 2003, personally appeared before me _____, signer of the above instrument, who duly acknowledged to me that he/she executed the same.

Christine Mausser
NOTARY PUBLIC

My Commission Expires:

9-24-05

Residing at:



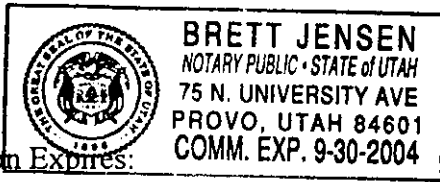
Signed:

Dean Hall
1-17-03

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 17th day of JANUARY, 2003, personally appeared before me DEAN B HALL, signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same.



Brett Jensen
NOTARY PUBLIC

My Commission Expires: 09/30/04

Residing at: 75 N UNIVERSITY AVE

Signed: Wesley C. Smith

Wesley C. Smith

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 20th day of February, 2004, personally appeared before me Wesley C. Smith, signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same.



Karen Fairbanks
NOTARY PUBLIC

My Commission Expires:

4-10-2006

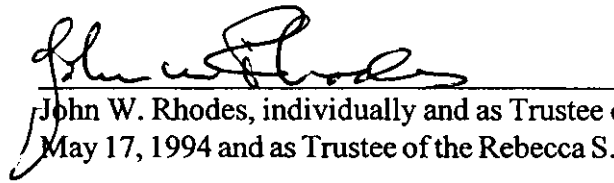
Residing at:

Provo, Utah County, Utah

Signed: Rebecca S. Rhodes and John W. Rhodes, individually and as Trustees of the John W. Rhodes Family Revocable Trust dated May 17, 1994 and as Trustees of the Rebecca S. Rhodes Family Revocable Trust dated May 17, 1994



Rebecca S. Rhodes, individually and as Trustee of the John W. Rhodes Family Revocable Trust dated May 17, 1994 and as Trustee of the Rebecca S. Rhodes Family Revocable Trust dated May 17, 1994.

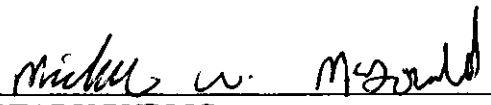


John W. Rhodes, individually and as Trustee of the John W. Rhodes Family Revocable Trust dated May 17, 1994 and as Trustee of the Rebecca S. Rhodes Family Revocable Trust dated May 17, 1994.

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 20th day of February, 2004 personally appeared before me Rebecca S. Rhodes, individually and as Trustee of the John W. Rhodes Family Revocable Trust dated May 17, 1994 and as Trustee of the Rebecca S. Rhodes Family Revocable Trust dated May 17, 1994, and John W. Rhodes, individually and as Trustee of the John W. Rhodes Family Revocable Trust dated May 17, 1994 and as Trustee of the Rebecca S. Rhodes Family Revocable Trust dated May 17, 1994., signer(s) of the above instrument, who duly acknowledged to me that they executed the same.



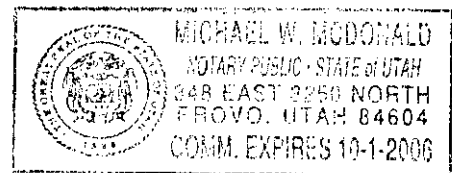
NOTARY PUBLIC

My Commission Expires:

10/21/06

Residing at:

348 E 3250 N



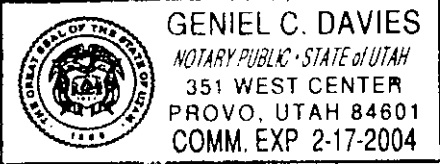
Signed: Provo City Corporation

By: [Signature]
Its: Community Development Director

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On the 18 day of December, 20003 personally appeared before me Gary McGinn, the Community Development Director of Provo City Corporation, the signer(s) of the above instrument, who duly acknowledged to me that he/she executed the same of behalf of Provo City Corporation.



Geniel C. Davies
NOTARY PUBLIC

My Commission Expires:
2-17-04

Residing at:
Utah County