

Land Use Agreement

Execution of this agreement by Circle Four Farms (Operator) and Dean and Dona Carter (Grantor) signifies supercedence over, and complete negation of a previous Land Use Agreement executed for the same purpose, dated and signed by Grantor on the 9th day of February, AD 2001. After test pumping of the subject wells, the original protections zones or LAND have been changed to reflect actual conditions of the aquifer and water source in the area.

RECITALS.

The Operator desires to secure adequate protection for drinking water wells located as shown in Exhibit A of this Agreement. More specifically, the location of these wells are: Well # BMS1, located North 110 feet and East 521 feet, from the Southwest Corner of Section 7, Township 31 South, Range 13 West, Salt Lake Base and Meridian; Well # BMS2, located North 270 feet and East 715 feet from the South Quarter Corner of Section 7, Township 31 South, Range 13 West, Salt Lake Base and Meridian; and Well # BMS3, located South 2,349 feet and East 240 feet from the North Quarter corner of Section 18, Township 31 South, Range 13 West, Salt Lake Base and Meridian. The "LAND" identified for the purposes of this Agreement is shown Exhibit A and includes those portions of Zones 1, 2, and 3, which partially lie within a portion of the Grantors land, specifically those portions contained in the Northeast ¼ of Section 13, Township 31 South, Range 14 West, Salt Lake Base and Meridian, and those portions shown in the West ½ of Section 18 Township 31 South, Range 13 West, Salt Lake Base and Meridian. It is the purpose of this instrument to provide said security on LAND to prevent contamination of the sources of water to the above referenced wells by execution of this Agreement.

AGREEMENT.

Dean and Dona Carter (Grantors) hereby agree to comply with the Utah Division of Drinking Water Regulations, requiring the protection of ground water sources from contamination, in that they will not locate, or allow the location of uncontrolled potential contamination sources, or pollution sources as defined in R309-600-6(1)(u) and R309-600-6(1)(t) within Zones 2, or 3, or the LAND identified and described herein.

The controls and limitations of this Agreement within Zones 2, and 3 are binding with all successors, heirs, and assigns for as long as the well is used for culinary purposes.

Circle Four Farms (Operator) and Dean and Dona Carter (Grantors) agree that a previous Land Use Agreement executed by Grantors on February 9, 2001 becomes null and void.

00060710 Bk00871 Pg00716-00718
PATSY CUTLER - IRON COUNTY RECORDER
2003 JUN 03 14:45 PM FEE \$15.00 BY PTC
REQUEST: CIRCLE FOUR FARMS

Witness, the hand of said Grantors this 15 day of April, A.D., 2003.

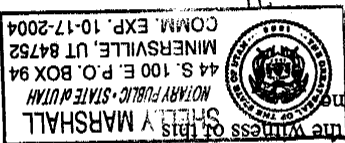
By: Dean Carter
Dean Carter, Grantor

By: Dona Carter
Dona Carter, Grantor

Witness:

State of Utah, County of Iron.

On the 15 day of April, A.D., 2003, personally appeared before me, Dean and Dona Carter of Circle Four Corporation, the witness of this instrument, who duly acknowledges to me the execution of the same.



Notary Public

My Commission Expires 10-17-04. Residing in Minersville, Utah.

Witness, the hand of said Operator this _____ day of _____, A.D., 2003.

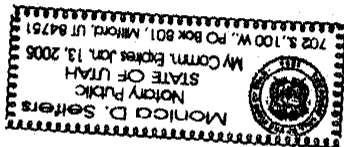
By: Erik Jacobsen
Erik Jacobsen, General Manager

State of Utah, County of Iron.

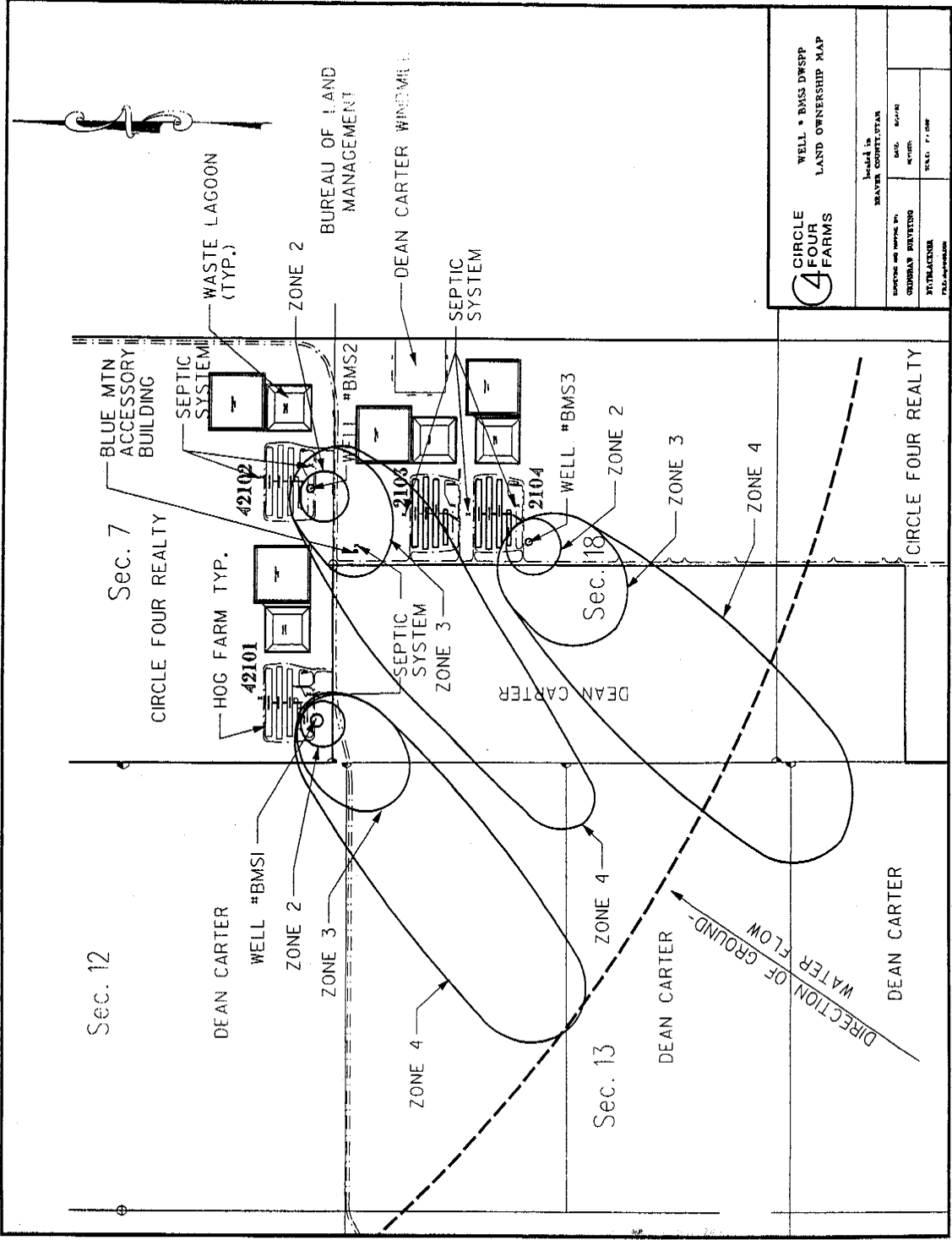
On the _____ day of _____, A.D., 2003, personally appeared before me, K. Erik Jacobsen of Circle Four Corporation, an executor of this instrument, who duly acknowledges to me the execution of the same.

Notary Public

My Commission Expires _____, Residing in _____, Utah.



00466710 BK00871 Pa00717



<p>CIRCLE FOUR FARMS</p>	WELL # BMS DWSP	
	LAND OWNERSHIP MAP	
Prepared by: DATE: REVISION: SCALE: 1" = 500' FILE: 00466710		
Checked by: DATE: REVISION: SCALE: FILE:		

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