

Center Creek Farms

RESTRICTIVE COVENANT

ENTRY NO 132217 DATE 4-23-94 TIME 4:30 FEE 13.50
RECORDED FOR DUANE VANDERKAM BOOK 163 PAGE 396-400
RECORDER JOE DEAN HUBER BY SEAL DAM

Wasatch County, State of Utah

We, the undersigned owners of the real property consisting of 70.000 acres

described as follows:

COMMENCING at a point having State Plane Rectangular Coordinates of X:2030256.64 and Y:783918.95 (based on the Lambert Conformal Projection Utah Central Zone), said point also being North 2.93 feet and East 929.32 feet from the West one-quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 662.65 feet; thence East 390.72 feet; thence North 674.39 feet; thence North 05°46'34" East 34.38 feet; thence North 126.09 feet; thence North 0°31'58" West 512.95 feet; thence North 89°38'24" East 436.33 feet; thence along the arc of a 530 foot radius curve to the right 10 feet; thence North 618.53 feet; thence North 89°45'09" East 60.00 feet; thence South 496.02 feet; thence North 89°38'24" East 831.93 feet; thence South 0°14'55" East 2,144.49 feet; thence South 89°47' West 1,726.87 feet to the point of beginning.

for the purpose of maintaining appropriate and fair compliance with existing subdivision requirements do hereby make the following declarations as to the limitations and restrictions with respect to the division of said land, hereby specifying that said declaration shall constitute a covenant to run with all seven of the hereinafter described parcels.

WHEREAS, Wasatch County has allowed the above described property to be divided into seven ten acre parcels for marketing, and has found and/or classified them as being of sufficient size and nature to be considered agricultural parcels and sales, therefore this covenant is created in order to give adequate protection to the existing laws and ordinances of the State of Utah and Wasatch County so that the subdivision requirements are not circumvented and to prevent pyramiding of ownership by subsequent property owners claiming

PAGE INDEX ABSTRACT PLAT CHECK

CENTER CREEK FARMS

LOT 1:

COMMENCING North 1628.97 feet and East 1847.27 feet from the West one Quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 49.46 feet; thence along the arc of a 500 foot radius curve to the left 177.44 feet; thence along the arc of a 500 foot radius curve to the right 177.44 feet; thence North 122.58 feet; thence North 89°38'24" East 861.93 feet; thence South 0°14'55" East 521.92 feet; thence South 89°47' West 801.87 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 2:

COMMENCING North 1086.54 feet and East 1847.27 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 542.43 feet; thence North 89°47' East 801.87 feet; thence South 0°14'55" East 542.43 feet; thence South 89°47' West 804.22 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 3:

COMMENCING North 545.69 feet and East 1847.27 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 540.85 feet; thence North 89°47' East 804.22 feet; thence South 0°14'55" East 540.85 feet; thence South 89°47' West 806.57 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 4:

COMMENCING North 6.39 feet and East 1847.27 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 539.29 feet; thence North 89°47' East 806.57 feet; thence South 0°14'55" East 539.29 feet; thence South 89°47' West 808.91 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 5:

COMMENCING North 1167.27 feet and East 1320.04 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 172.69 feet; thence North 05°46'34" East 34.38 feet; thence North 126.09 feet; thence North 0°31'58" West 512.95 feet; thence North 89°38'24" East 466.33 feet; thence along the arc of a 500 foot radius curve to the left 167.63 feet; thence along the arc of a 500 foot radius curve to the right 177.44 feet; thence South 511.17 feet; thence West 527.23 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 6: Capital Stock.

COMMENCING North 341.07 feet and East 1320.04 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 826.2 feet; thence East 527.23 feet; thence South 826.2 feet; thence West 527.23 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

LOT 7:

COMMENCING North 2.92 feet and East 929.32 feet from the West one quarter corner of Section 9, Township 4 South, Range 5 East, Salt Lake Base and Meridian; thence North 662.65 feet; thence East 390.72 feet; thence South 324.5 feet; thence East 527.23 feet; thence South 334.68 feet; thence South $89^{\circ}47'$ West 917.95 feet to the point of beginning. Area 10.0 acres. Together with ten shares of Timpanogos Irrigation Company Capital Stock.

* * *

the right to in turn divide each or any of the hereinafter described ten acre parcels without being subdividers and without being required to meet the subdivision requirements. The undersigned create this covenant as a covenant running with the land, and all successive future owners shall be bound thereby and any deed, lease, conveyance or contract made in violation of this agreement shall be void and may be set aside on petition of Wasatch County and or one or more of the parties hereto, and all successors in interest, heirs, executors, administrators, or assigns shall be deemed parties to the same effect as the original signers; when such conveyance or other instrument is set aside by decree of court, all costs and all expenses of such proceedings shall be taxed against the grantor or grantors and grantees, and shall be declared by the court to constitute a lien against the real property so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

The restriction imposed is as follows: None of the hereinafter described seven parcels shall be hereafter subdivided nor shall any divided interest be established unless there is full and complete compliance with the then existing subdivision requirements of the statutes of the State of Utah in the Wasatch County Development Code. That is, any division (including a division creating only two parcels) of one of the ten acre parcels shall be considered as constituting a division of that tract or parcel of land into three or more lots, plats, sites or other division of land for the purpose of sale or of building development. Furthermore, any division of any one of the ten acre parcels shall tack on to this original division into seven parcels so as to create three or more sites.

This agreement shall not prevent the subdividing of the property so long as the owners are willing to meet the subdivision requirements at or prior to the division of the property.

The parcels approved as agricultural sites are as follows:

It is agreed that the above described water rights shall become an appurtenance to the land and that the land shall not be sold without the water nor the water sold independent of the land or separated from the ground it is appurtenant to, subject however to the following limitation and/or reservation: The county agrees that if the land is ever subdivided pursuant and in compliance with county subdivision rules and the water is no longer needed for irrigation purposes or if the use of the land is changed in compliance with the letter and spirit of the zoning and subdivision laws and the water is no longer needed for irrigation, then the county shall release this restriction.

It is understood that all seven 10 acre lots are within the boundaries of Wasatch County Subdivision Special Service District #4, and as such are bound by and subject to the condition and agreements contained therein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 26 day of March 1984.

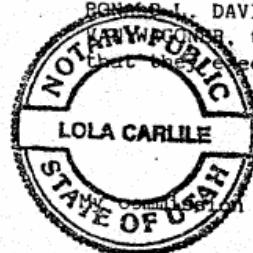
COUNTY BOARD OF COMMISSIONERS OF
WASATCH COUNTY, STATE OF UTAH

By George Holmes
George Holmes, Chairman

ATTEST: Harry C. McMillan
Harry C. McMillan
Wasatch Co. Clerk

STATE OF UTAH)
: ss.
COUNTY OF WASATCH)

On this 21st day of March 1984, personally appeared before me RONALD L. DAVIS, STAN J. DAVIS, STERLING ANDERSON, KAREN KORFANTA, and DOYLE LARSON, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Stan J. Davis
Ronald Larson
Karen Korfanta
Sterling Anderson
Doyle L. Larson

Lola Carlile
NOTARY PUBLIC
Residing at: Heber, Utah