

When recorded return to:

Utah Armadillo
704 N. 1890 W.
Provo, UT 84601

CONSENT TO ANNEXATION/INCORPORATION

ENT 17846:2005 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Feb 22 1:32 pm FEE 15.00 BY KM
RECORDED FOR CENTURY TITLE COMPANY
ELECTRONICALLY RECORDED

CTC 9629A

THIS CONSENT TO ANNEXATION/INCORPORATION (this "Consent") is made this 17th of July, 2001 by *Central Bank as Custodian fbo Peggy H. Kerby IRA # 20360, husband and wife as joint tenants*, ("Buyer") for the benefit of Utah Armadillo Limited Company, a Utah limited liability company ("Seller"), and its successors and assigns.

RECITALS

- A. Buyer has agreed to purchase one or more parcels of real property from Seller (the "Property") that are a part of a group of large contiguous parcels of real property owned by Seller or entities affiliated with Seller known as Mosida Orchards, which property is more particularly described on Exhibit "A" attached hereto.
- B. In order to increase the likelihood that all owners of Mosida Orchards property are able to enjoy the benefits of the future development of their property through the annexation of the Mosida Orchards property into an existing city or the incorporation of the Mosida Orchards property into a new city, Seller has endeavored to have all purchasers of Mosida Orchards property execute a consent instrument similar to this Consent to evidence each purchaser's consent to such future annexation or incorporation.
- C. Pursuant to Addendum No. 2 of the Real Estate Purchase Contract between Buyer and Seller for the purchase of the Property, Buyer has agreed to execute this Consent on or prior to the closing of such contract.

NOW, THEREFORE, in consideration of the Property to be conveyed by Seller to Buyer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer, Buyer agrees as follows:

CONSENT

1. Buyer hereby consents to any future annexation of the Property into a city or incorporation of the Property as part of a city to be created as directed by Seller or its successor in interest. Buyer will not take any action to oppose or delay such annexation or incorporation.
2. Buyer understands and agrees that Buyer's consent given hereunder shall be binding upon Buyer and Buyer's heirs, administrators, personal representatives, executors, successors, and assigns. Buyer also understand and agrees that Buyer may not convey the Property to any other person or entity without such person or entity executing a consent instrument similar to this Consent.
3. Buyer further agrees that, in the event of a default by Buyer under this Consent, Buyer will pay all costs incurred in connection with the enforcement of any of the obligations of Buyer hereunder, including court costs and reasonable attorneys' fees, whether incurred with or without suit or before or after judgment.

Central Bank as Custodian fbo
Peggy H. Kerby IRA # 20360

Kerby
By:
Read and approved by
Peggy H. Kerby
By: Peggy H. Kerby

State of Utah

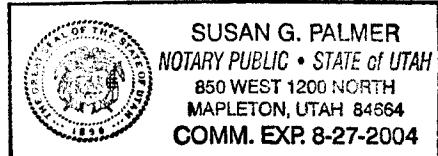
:ss

County of Utah

On this 17th of July 2001, personally appeared before me *Peggy H. Kerby* the signer(s) of the within instrument who duly acknowledged to me that he/she/they executed the same.

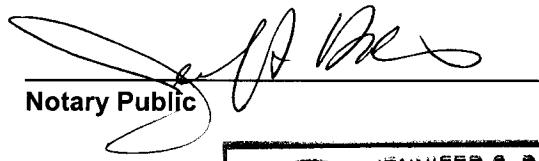
Susan G. Palmer
Notary Public

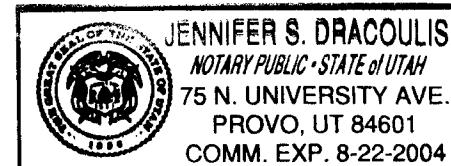
Residing at: Mapleton, Utah
My Commission expires: 08/27/2004



State of Utah)
:ss
County of Utah)

X On the 19 day of July 2001, personally appeared before me Kathy Klindt of Central Bank as custodian fbo Peggy H. Kerby IRA # 20360 the signer of the within instrument who duly acknowledged to me that she executed the same.

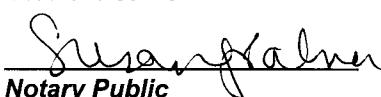

Notary Public



My Commission expires:
Residing in:

State of Utah
:ss
County of Utah

On this 17th of July 2001, personally appeared before me Peggy H. Kerby the signer(s) of the within instrument who duly acknowledged to me that he/she/they executed the same.


Notary Public

Residing at: Mapleton, Utah
My Commission expires: 08/27/2004

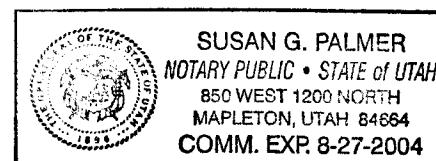


EXHIBIT "A"

The land referred to is located in Utah County, State of Utah, and is described as follows:

Lot 10, MOSIDA ORCHARDS, being a portion of the Northwest one quarter of Section 34, Township 7 South, Range 1 West, Salt Lake Base and Meridian, Utah County, Utah more particularly described as follows: Commencing at a 5/8 inch iron pin and cap monumenting the Northeast corner of Lot 10 MOSIDA ORCHARDS SUBDIVISION the True Point of Beginning; thence South 00°17'53" West 639.59 feet to a set 5/8 inch iron pin and cap; thence North 89°44'14" West 649.92 feet to a set 5/8 inch iron pin and cap; thence North 00°17'15" East 639.54 feet to a set 5/8 inch iron pin and cap; thence South 89°44'30" East 650.03 feet to the Point of Beginning.

EXCEPTING THEREFROM: a parcel of land being a road right-of-way, more particularly described as follows: Commencing at a 5/8 inch iron pin and cap monumenting the Northeast corner of Lot 10 MOSIDA ORCHARDS SUBDIVISION; thence North 89°44'30" West 574.18 feet to a set 5/8 inch iron pin and cap, the True Point of Beginning; thence North 89°44'30" West 75.85 feet to a set 5/8 inch iron pin and cap; thence South 00°17'15" West 59.74 feet to a set 5/8 inch iron pin and cap; thence North 52°02'46" West 96.58 feet to the True Point of Beginning.

(59:107:0010)