

CONSENT TO MASTER PLAN

17C 9629A

THIS CONSENT TO MASTER PLAN (this "**Consent**") is made this 14 day of February, 2004<sup>5</sup> by Central Bank as Custodian fbo Peggy H. Kerby IRA #20360 ("**Owner**") for the benefit of Utah Armadillo Limited Company, a Utah limited liability company ("**Developer**").

RECITALS

A. Owner is the owner of one or more parcels of real property (the "**Property**") that are a part of a group of large contiguous parcels of real property owned or formerly owned by Developer or entities affiliated with Developer known as Mosida Orchards, which property is more particularly described on Exhibit A attached hereto.

B. Prior to or contemporaneous with the execution of this Consent by Owner, Owner has executed a Consent to Annexation/Incorporation, pursuant to which Owner has consented to the future annexation of the Property into a city or the incorporation of the Property as part of a city to be created as directed by Developer or its successor in interest.

C. Developer is now working to cause the Mosida Orchards property to be annexed into a nearby existing city or to be incorporated into a new city. Pursuant to such efforts, Developer has created a proposed master development plan (the "**Master Plan**") for the Mosida Orchards property, which Master Plan has been presented to and reviewed by Owner.

D. Developer is now requesting each owner of Mosida Orchards property to agree to participate in the Master Plan so that all owners of Mosida Orchards property are able to enjoy the benefits of the future development of their property as part of a comprehensive planned community.

NOW, THEREFORE, in consideration of the anticipated benefits to be received by Owner through participation in the Master Plan and the substantial resources Developer has expended in creating the Master Plan and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

CONSENT

1. Owner, on behalf of itself and its successors and assigns to the Property, hereby irrevocably consents to participation in the Master Plan with respect to the Property and agrees that the Property shall be included as part of and subject to the Master Plan upon the approval and adoption of the Master Plan by the applicable legislative body (e.g.,

city council) that obtains jurisdiction of the Mosida Orchards property upon annexation or incorporation of the Mosida Orchards property.

2. Owner acknowledges and agrees that the Master Plan exists now as a proposal only and that the Master Plan may be modified by Developer prior to the Master Plan being adopted based on requirements imposed by the applicable city and such other factors that Developer deems appropriate in Developer's sole discretion. No such alteration or modification of the Master Plan after the date hereof shall affect Owner's covenants and consents set forth herein.

3. Owner acknowledges and agrees that at such time each Owner desires to develop his or her Property, all such development costs shall be borne by each Owner. Nothing in this Consent shall be interpreted to require an Owner to sell or develop the Owner's Property at any time before the Owner voluntarily chooses to sell or develop the Owner's Property.

4. The consents, covenants, and agreements of Owner given and made herein shall be binding upon Owner and Owner's heirs, administrators, personal representatives, executors, assigns, and successors in interest to the Property, whether or not any such person has become a party to this Consent or has agreed in writing to join herein and to be bound by the terms, conditions, and restrictions hereof.

5. In the event of a default by Owner of its obligations contained herein, Owner shall pay all costs incurred by Developer in connection with the enforcement of such obligations, including court costs and reasonable attorneys' fees, whether incurred with or without suit or before or after judgment. Developer shall be entitled to enforce this Consent by specific performance, without the requirement of posting any bond.

6. Owner agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions and intent of this Consent.


7. This Consent shall be governed by the laws of the State of Utah applicable to contracts entered into and to be performed entirely within such state, and all claims or disputes arising hereunder shall be subject to the jurisdiction of the state and federal courts in Utah.

8. This Consent is made and given to Developer in consideration of the resources Developer has expended in creating the Master Plan. Owner acknowledges and agrees that no representation, warranty, or other inducement has been made or offered by or on behalf of Developer to Owner related to the Property, whether in connection with this Consent or otherwise.

9. This Consent may be recorded in the Utah County Recorder's office at the option of Developer.

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first set forth above.

**OWNER:**

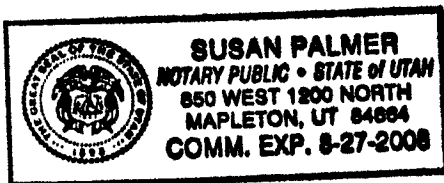
  
Signature of Owner

Signature of Owner

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

STATE OF Utah )  
 : ss.  
COUNTY OF Utah )

On the 16 day of February, 2004<sup>5</sup>, personally appeared before me Kathy Klindt of Central Bank as Custodian for Peggy H. Kerbey, the signer of the above instrument, who duly acknowledged to me that he/she executed the same as Owner or on behalf of Owner as an authorized agent of Owner.



Susan Palmer  
Notary Public

Notary Public

**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)