

RESTRICTIVE COVENANT PRECLUDING THE RESIDENTIAL
OR OTHER NON-AGRICULTURAL USE OF THE LAND

TO THE PUBLIC:

I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows (legal description):

See Exhibit "A" for legal description, which exhibit is attached hereto and made a part hereof by this reference.

ENT 22505:2000 PG 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Mar 22 11:08 am FEE 16.00 BY SB
RECORDED FOR LISTON, PAUL

have the intent to qualify for the exemption from filing an approved subdivision plat; which exemption is provided for in Section 17-27-103, UCA 1953 as amended, and Section 3-53-B of the Utah County Zoning Ordinance of Utah County, Utah, for the division of agricultural land for agricultural purposes. I hereby covenant that neither I nor my heirs, executors, administrators, or assigns will ever allow residential or other non-agricultural use of this land without properly obtaining an approved subdivision plat as required by law.

This covenant shall run with the land and shall be binding upon all persons owning or leasing the above-described real property. It shall not apply (1) to those portions of the property contained in a properly approved and recorded subdivision plat; (2) those portions of the property placed into an incorporated city or town; (3) upon repeal of the requirements for such a covenant under Section 3-53-B or its successor statute. Further, this covenant shall hereinafter be included in any deed dealing with the above-described property, or portions thereof, in whole or by reference hereto. 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.

Invalidation of any of these covenant provisions by judgement or court order shall not affect any of the other provisions which shall remain in full force and effect.

If the owner or owners of the above-described real property, or any portion thereof, or the owner's heirs or assigns shall violate or attempt to violate any of the covenants above set forth, Utah County, or any other person owning a portion thereof, may enjoin such transfer, sale, or use by action for injunction brought in any court of equity jurisdiction or may pursue any other remedy.

at law or equity. All costs and all expenses of such proceedings shall be taxed against the offending party or parties and shall be declared by the court to constitute a lien against the real estate wrongfully deeded, sold, leased, used, or conveyed until paid. Such lien may be enforced in such a manner as the court may order.

Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Official before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed: Calvin W. Monk

Norma B. Monk

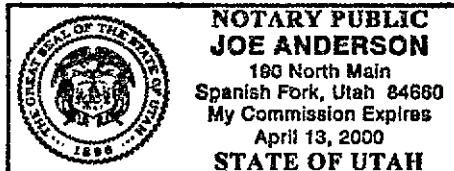
(2) Paul E. Linton

ACKNOWLEDGMENT

STATE OF UTAH)
S
COUNTY OF UTAH)

On the 22 day of March, 2000 [year], personally appeared before me, [enter here the names of persons signing above] Calvin W. Monk Norma B. Monk

the signer(s) of the above instrument, who duly acknowledged to me that he/she (they) executed the same.



Joe Anderson
Notary Public

Jeff M. Anderson

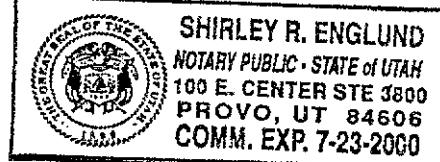
Date: March 22, 2000

(2) Reviewed prior to recording: By: Jeff M. Anderson
State of Utah
County of Utah

Subscribed and sworn/affirmed before me this 22 day of March, 2000

by Paul E. Linton

Shirley R. Englund
Notary Public
My Commission Expires 7-23-2000



ENT 22505:2000 PG 3 of 3

EXHIBIT A

Commencing south 1.95 feet and west 1328.48 feet from the east quarter corner of Section 35, Township 8 South Range 1 East, Salt Lake Base and Meridian, Utah County; thence north 1320 feet, west 2640 feet, south 1320 feet, east 108.87 feet, north 0 degrees 37 minutes 12 seconds east 684.79 feet, north 89 degrees 55 minutes 19 seconds cast 1211.49 feet, south 0 degrees 7 minutes 37 seconds east 26.4 feet, east 1187.18 feet, south 660 feet, cast 125 feet to point of beginning. 42.886 Ac.

Also, commencing north 1.74 feet and east 1917.59 feet from the west quarter corner of Section 35, Township 8 South Range 1 East, Salt Lake Base and Meridian, Utah County; thence east 330 feet, north 624.95 feet, south 89 degrees 55 minutes 19 seconds west 330 feet, south 624.5 feet to point of beginning. 4.733 Ac.

Also, commencing north 1.74 feet and east 1457.46 feet from the west quarter corner of Section 35, Township 8 South Range 1 East, Salt Lake Base and Meridian, Utah County; thence north 0 degrees 37 minutes 12 seconds east 623.92 feet, north 89 degrees 55 minutes 19 seconds east 453.38 feet, south 624.5 feet, west 460.13 feet to point of beginning. 6.545 Ac.