

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

TO THE PUBLIC;

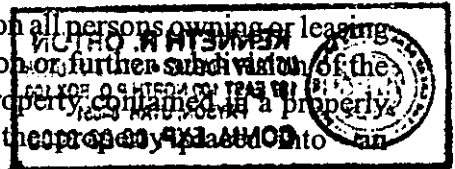
I, the undersigned owner of real property in Utah County, State of Utah, which property is located as follows (complete outside boundary description for all parcels to be included and individual boundary descriptions for each parcel to be included):

SEE EXHIBIT "A" ATTACHED

ENT 44822:2005 P6 1 of 3
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Apr 27 11:58 am FEE 14.00 BY AB
RECORDED FOR HOLDAWAY, W RICHARD

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in Section 17-27-103 and 17-27-806(2), 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 each parcel of the herein described property will be used in a manner which will qualify as land in agricultural use as defined in section 59-2-502 UCA 1953 as amended, or its successor statutes, and further 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 preclude any modification or further subdivision of the resulting parcels. 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 contained in a properly 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: W. Richard Holdaway
Yvonne S. Holdaway

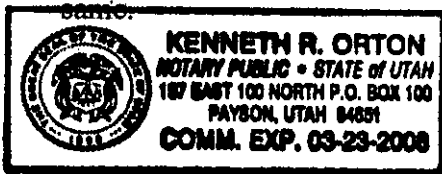
ACKNOWLEDGMENT

STATE OF UTAH)
 §
COUNTY OF UTAH)

ENT 44822:2005 PG 2 of 3

On the 1st day of April, 2005 [year], personally appeared before me, [enter the names here of the persons signing above] W. RICHARD HOLDAWAY and YVONNE S. HOLDAWAY

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



Kenneth R. Orton
Notary Public

Reviewed prior to recording:

By: [Signature]
Building Official

Date: APRIL 26, 2005

HOLDWAY SUB-WAIVER
RA-5 ZONE

Commencing 96.03 feet west and 483.08 feet north of the southwest corner of Section 10, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence:

South 89° 42' 47" East, 1,994.39 feet;
North 0° 52' 18" East 1302.53 feet;
South 78° 22' 51" West 932.83 feet;
South 1° 14' 09" West 487.55 feet;
North 89° 27' 38" West 339.00 feet;
North 0° 30' 00" East 32.28 feet;
North 87° 27' 48" West 250.41 feet;
North 0° 17' 13" East 308.21 feet;
South 76° 57' 03" West 208.67 feet;
South 77° 26' 44" West 305.56 feet;
South 0° 04' 20" West 858.30 feet to the point of beginning, 44.38 acres