

1989

Leland A. Fitzgerald and Helen S. Fitzgerald v. Utah County, a body corporate a politic of the State of Utah and governmental entity of the State of Utah, Jeff Mendenhall, Gordon Buckley Rose, Iva Snell, Keith Richan, Jeril Wilson, Lynn Davis and John Does 4 through 20 : Reply Brief

Utah Court of Appeals

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BRIEF

UTAH

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DOCKET NO. **894123** FOR THE TENTH CIRCUIT

IN THE UNITED STATES COURT OF APPEALS

LELAND A. FITZGERALD and  
HELEN S. FITZGERALD,

Appellants,

v.

UTAH COUNTY, a body corporate and politic  
of the State of Utah and a governmental entity  
of the State of Utah, JEFF MENDENHALL,  
GORDON BUCKLEY ROSE, IVA SNELL,  
KEITH RICHAN, JERIL WILSON, LYNN  
DAVIS and JOHN DOES 4 through 20,

Defendants.

CASE NUMBER 89-4123

**FILED**  
United States Court of Appeals

JAN 1 1991

**ROBERT L. LOECKER**  
Clerk

APPEAL FROM AN ORDER DISMISSING ALL CLAIMS  
ENTERED IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

Honorable J. Thomas Greene, District Court Judge

**REPLY BRIEF OF APPELLANT**

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FOR THE TENTH CIRCUIT

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## **JURISDICTION**

Jurisdiction of the United States District court was premised on 28 U.S.C. §1343, 42 U.S.C. §1983, and 42 U.S.C. §1988 and by virtue of the doctrine of pendent jurisdiction of state law claims.

Jurisdiction of the Court of Appeals is conferred by the provisions of 28 U.S.C. §1291.

Judgment was entered August 21, 1989. Notice of Appeal was filed September 15, 1989.

## **STATEMENT OF THE CASE**

Plaintiffs/appellants are the owners of real estate holdings in an agricultural area of Cedar Valley, Utah. Plaintiffs/appellants attempted to sell substantial parts of their farming interests in tracts of 160 acres or larger by complying with the County ordinances enacted under state legislation exempting sales of land for agricultural purposes from subdivision plat filing requirements. Plaintiffs/appellants filed the restrictive covenants, limiting all of their land holdings in Cedar Valley to agricultural use until compliance with County ordinances. Defendant Utah County brought suit against Plaintiffs/appellants in state court asking for injunctions and rescission of all contracts of sale entered into by plaintiffs with their buyers and asking to have their contracts declared void and enjoining them from obtaining building permits or selling of their lands.

Plaintiffs brought this action for injunctive relief, and for violation of their civil rights under §1983, by governmental action constituting defamation plus damaging their interests in property guaranteed under the United States Constitution and applicable state law.

## **COURSE OF PROCEEDINGS**

The trial court entered a stay of proceedings pending the litigation brought by Utah County against the plaintiffs/appellants.

After Utah county had dismissed their state court proceeding against plaintiffs/appellants, the U.S. District Court withdrew the stay of proceedings.

After a period of discovery, defendants filed a Motion for Summary Judgment on all issues.

On September 7, 1988, the trial court granted summary judgment on all issues except the defamation plus damage to an interest in property claim which was reserved for a later time.

On July 25, 1989, the trial court granted the Defendant's Motion for Summary Judgment on all issues. Judgment dismissing all claims of the plaintiffs/appellants was granted on August 21, 1989.

## **INTRODUCTION**

In Appellants Appeal From An Order Dismissing All Claims Entered In The United States District Court for the District of Utah, Central Division, dated September 18, 1990, Appellants herein essentially argued three points. In Point I, appellants argued that the plaintiffs federal constitutional claims are sufficient as a matter of law to require factual determinations by the jury. In Point II, the appellants argued that the trial court erred in granting summary judgment on the defamation plus constitutional injury issue. In Point III,



appellants argued that the actions of Utah county constitute a "taking" under established law. All three points are necessarily related, however, Points II and III are necessarily dependant upon the constitutional support of the arguments set forth in Point I. The arguments set forth below center on the deprivation of the Fitzgerald's right to alienate their property interest. Although Points II and III are not discussed, appellants herein incorporate any and all arguments set forth in appellants' Appeal From An Order Dismissing All Claims Entered In The United States District Court for the District of Utah, Central Division.

In Parratt v. Taylor, 451 U.S. 527 (1981) the Supreme Court adopted a three prong test for determining which deprivations occur without due process of law, therefore establishing a violation of the 14th amendment. Violation of a procedural due process right requires allegations that a person 1) acting under color of state law 2) deprived a party of a protected property interest and that 3) the state procedures available for challenging the alleged deprivation do not satisfy procedural due process requirements. Parratt v. Taylor, supra.

When an appeal from a summary judgment ruling is brought, the standard of review is that it must be viewed in a light most favorable to the appellants Poller v. Columbia Broadcasting System, Inc., 368 U.S. 464 (1962). This court must consider the factual inferences tending to show triable issues in a light most favorable to the existence of such issues, Redhouse v. Quality Ford Sales, Inc., (CA 10, Utah 1975).

Based upon the Parratt v. Taylor three prong test, appellants herein argued that §17-27-27, UTAH CODE ANN., as amended, granted an entitlement to the plaintiffs to alienate their property for commercial, manufacturing, industrial or agricultural purpose without

submitting a subdivision plat, without requiring approval, and without requiring the recording of restrictive covenants. The Fitzgeralds further argued that, these additional requirements created by the county were in contravention to the state statute requirements, and thus unconstitutionally encroached upon the rights of the plaintiff to alienate their property.

With the use of the Parratt three prong test, and in the interest of clarity, the Fitzgeralds maintain that a deprivation of their constitutional right to alienate their property interest occurred. More importantly, however, the Fitzgeralds assert that the facts clearly demonstrate that issues of fact remain in dispute, and that these disputed issues had not been resolved by a trier of fact, thus necessitating further review.

## **ARGUMENT**

### **POINT I**

#### **UTAH COUNTY ACTED UNDER COLOR OF STATE LAW**

The fact that Utah County acted under color of state law remains uncontroverted. In the Statement Of Facts in appellee's Brief of Appellee's, they admit that Utah County is a political subdivision organized and existing under and by virtue of the laws of the state of Utah (Statement of the Facts, paragraph 3, page 2 attached hereto as Exhibit A and by reference made a part hereof). Nevertheless, the acknowledgment of this uncontroverted fact is necessary in order to demonstrate compliance with the Parratt v. Taylor, three prong test, *supra*.

## POINT II

### UTAH COUNTY DEPRIVED THE FITZGERALDS OF THEIR CONSTITUTIONALLY PROTECTED RIGHT TO ALIENATE THEIR PROPERTY INTEREST

Initially, it must be noted that there are significant differences between zoning ordinances and restrictions on the sale of land. Utah County has been able to persuade the trial court into believing that this cause of action involves a dispute over zoning regulations. The plaintiffs in this case do not challenge Utah County's general zoning plan nor its right to enact valid land-use ordinances. The plaintiffs herein, however, do challenge the county's exercise of authority in restricting the sale of land by prohibiting any sale of non-residential land without obtaining county approval of the agricultural waiver. In Board of Regents v. Roth, 408 U.S. 564, 33 L.Ed. 2d 584, the court said:

This court has always made clear that the property interest protected by procedural due process extends well beyond actual ownership of real estate, chattels or money.

In Ritzholz v. City of Salt Lake, 3 Utah 2d 385, 284 P.2d 702 (1955) applicable in the instant case, the Utah Supreme Court stated:

Clearly among the rights attendant upon ownership and enjoyment of property are the rights to exchange, pledge, sell or otherwise dispose of it--rights which must be adequately protected (emphasis added).

The court is also cited to Pride Oil Company v. Salt Lake County, 13 Utah 2d 183, 370 P.2d 355 (1962) and Redd v. Western Savings and Loan Co., 646 P.2d 761 (Utah 1982). These Utah cases clearly advance the concept that the property interest which are

protected under the constitution include a variety of property interest, such as those which plaintiffs owned at the time of the actions for which they brought the suit at bar.

Without question, the Fitzgeralds had complied with all the ordinances and statutory requirements and all reasonable requests of the county. (See Exhibit B attached hereto and by reference made a part hereof.) The Fitzgeralds had signed, filed, and recorded restrictive covenants on all the land to be sold on forms provided by Utah County restricting all of the land to agricultural non-residential use. (See Exhibit C and C.1, attached hereto and by reference made a part hereof). In effect, the Fitzgeralds recordation of restrictive covenants in deeds of sale clearly gave notice to all of the world that the lands being sold were restricted for agricultural use only.

By their own statement Utah County asserts that Utah County Ordinance §4-3-53 is "a reasonable method to enforce zoning decisions of the county and to notify buyers of property that use of the land may be restricted. . ."

In an attempt to mislead the court, appellees further note that "discovery in this case reveals that Fitzgeralds sold large tracts of land knowing that the buyers planned to further divide the purchase for sale as residential property, not agricultural as it was zoned". The validity of appellees argument here should be clear to the court, since the Fitzgeralds already had restrictive covenants in place for the sale of land for 'agricultural purposes' only, it would not have been possible for any subsequent purchasers of the land to use the land for a non-agricultural purpose. Furthermore, the Fitzgeralds are able to substantiate the claim that

restrictive covenants were recorded, while, on the other hand, Utah County makes bald assertions without proper documentary foundation.

In simple terms, the Fitzgeralds attempted to sell land with the restriction that the land was to be used for agricultural purposes only. They were unable to do so by virtue of Utah County Ordinance §4-3-52 and §4-3-53. Case law cited above clearly demonstrates that the right to sell property is a constitutionally protected right. Therefore, the second prong of the Parratt three prong test has been met. That is, the Utah county ordinances in question deprived a party, the Fitzgeralds, of a protected property interest.

### **POINT III**

#### **WHETHER THE ALLEGEDLY AVAILABLE STATE PROCEDURE FOR CHALLENGING UTAH COUNTY DEPRIVATIONS SATISFY DUE PROCESS REQUIREMENTS REMAINS A DISPUTED FACT**

A trier of fact has not resolved the issue of whether the Board of Adjustments has authority to review decisions pertaining to subdividing approvals and agricultural waivers, sales, or the required imposition of recording restrictive covenants. The Fitzgeralds take the position that the Board of Adjustment does not have the authority to review such decisions. On the other hand, appellees herein, simply dismiss this assertion by stating that appellants "allegation is simply not tenable." The 1976 Revised Zoning Ordinance of Utah County §4-7-13, grants to the board of Adjustment the following powers and duties:

The powers and duties of the Board of Adjustment shall be limited to the following:

Based upon the above mentioned arguments, Fitzgeralds/Appellants ask the court to rule that Utah County, acting under color of state law, deprived the Fitzgeralds of their constitutionally protected right to alienate their property interest and that the state procedure available for challenging this deprivation (review by the Board of Adjustment) did not satisfy the procedural due process requirements of the United States Constitution.

The Fitzgeralds/Appellants further ask the court to rule that the trial court erred in granting summary judgment without determining whether the Fitzgeralds/Appellants had the means in which to exhaust any available state remedies.

Respectfully submitted this 8<sup>th</sup> day of January, 1991.

  
M. Dayle Jeffs

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IN THE UNITED STATES COURT OF APPEALS  
FOR THE TENTH CIRCUIT

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LELAND A. FITZGERALD and  
HELEN S. FITZGERALD,

Appellants,

v.

UTAH COUNTY, a body corporate and  
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and a governmental entity  
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GORDON BUCKLEY ROSE, IVA SNELL,  
KEITH RICHAN, JERIL WILSON, LYNN  
DAVIS and JOHN DOES 4 through 20,

Defendants.

MAILING CERTIFICATE

CASE NUMBER 89-4123

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I hereby certify that the original and 7 copies of Reply Brief of Appellants was mailed to the Clerk of the Court, United States Court of Appeals, 10th Circuit and a 2 copies to the below named parties by placing same in the United States mails, postage prepaid, this date, January 8, 1991, addressed as follows:

Jody K. Burnett  
Craig L. Barlow  
Snow, Christensen & Martineau  
P.O. Box 45000  
Salt Lake City, Utah 84145

A. To hear and decide appeals concerning errors of interpretation reportedly made by a zoning administrator.

B. To hear and decide appeals concerning the interpretation of the zone map.

C. To hear and decide appeals from special exceptions specifically authorized in this ordinance.

D. To hear and decide appeals for variances.

It must be remembered that, this dispute concerns the Fitzgeralds' ability to sell land. As stated earlier, the Fitzgeralds do not question Utah County's ability or power to create zoning ordinances. Indeed, having a restriction on the use of land for agricultural purposes already recorded merely gives notice to subsequent purchasers of the land that the use of the land in question shall be restricted. Thereafter, subsequent purchasers of the land can dispute errors of interpretation reportedly made by a zoning administrator. Beyond the buyers inclusion in the provisions of the zoning ordinance of Utah County, the ability to sell land is in and of itself a separate issue, not subject to review by the Board of Adjustment.

Therefore, the Fitzgeralds merely acted in accordance with Utah Court decisions.

The Utah courts have ruled that exhaustion of administrative remedies is unnecessary when such action would serve no useful purpose, be futile, or when it appears that the administrative body or persons have acted in excess of their powers, or acted arbitrarily, capriciously, and in abuse of their discretion. See Johnson v. Utah State Retirement Agency, 621 P.2d 1234 (1980); Central Bank & Trust Company v. Brimhall, 497 P.2d 638 (Utah 1972); Walker Bank & Trust v. Taylor, 390 P.2d 592 (Utah 1964).



On this issue, appellees have continuously mislead the court with regard to the issue at hand. The issue in dispute is whether the Fitzgeralds are able to sell their land, not whether or not the Fitzgeralds are using land in compliance with Utah County Zoning ordinances. Appellees, in their brief, cite the court to Landmark Land Co. of Oklahoma Inc. v. Buchanan, 874 F.2d 717 (10 Cir. 1989) (page 14 of Brief of Appellees). In Landmark, the dispute concerned whether or not a land developer was able to obtain a certain permit for a particular use. Here again, Landmark differs from the issues in the instant case since the question in Landmark concerns zoning disputes while in the case at hand the 42 U.S.C. §1983 claim concerns the deprivation of a constitutionally protected right to alienate ones property.

Since the Board of Adjustment's power and authority is largely related to zoning dispute issues, appellants herein were left without available administrative remedies. As such, in accordance with Parratt v. Taylor, the state procedures for challenging the alleged deprivation did not satisfy procedural due process requirements. The other cases cited by appellees, regarding the availability of administrative remedies, involved cases in which the available Board of Review was clearly authorized to review zoning disputes or cases in which the moving party was merely dissatisfied with the results of the particular Board of Review decision. At a minimum, the Fitzgeralds have established that the Board of Adjustment's authority to review this cause of action was at least doubtful. However, should the court decide that the Board of Adjustments does have the authority to review the disputes herein, the Fitzgeralds should then be allowed to seek review pending further disposition of this cause of action in lieu of the lower court's summary judgment rulings.

## CONCLUSION

As noted earlier, in accordance with the holding in Parratt v. Taylor, a violation of a due process right requires allegations that 1) a person acted under color of state law 2) deprived a party of a protected property interest and that 3) the state procedures available for challenging the alleged deprivation did not satisfy procedural due process requirements. With respect to the first prong, both parties readily acknowledge that Utah County acted under color of state law.

Arguments and case law set forth above clearly establish that the cause of action herein concerns the ability of the Fitzgeralds to sell their land with the necessary "restricted for agricultural use " covenants without the interference of Utah County. In other words, this cause of action was never about land uses in restricted zone areas controlled by a county office. Utah County deprived the Fitzgeralds of the constitutionally protected right to alienate their property interest. Therefore, the sole remedy would necessarily require having Utah County adhere to the due process requirements of the 14th amendment. Since Utah County deprived the Fitzgeralds of a protected property interest, the second prong of the Parratt v. Taylor test has been established. The final prong of the Parratt v. Taylor test concerns issues of vital importance, none of which had been reviewed by a trier of fact. Whether the Board of Adjustment is the proper venue for reviewing disputes of this nature, thus satisfying due process requirements of the United States Constitution, is an issue which has not been addressed by a trier of fact.

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M. Dayle Jeffs

## Exhibit A

County's enforcement of the ordinances constituted a taking of property without just compensation and that the Fitzgeralds had suffered defamation plus other constitutional injury.

Utah County moved for summary judgment on all claims. On September 7, 1988, the District Court granted Summary Judgment on all issues except the "defamation plus damage to an interest in property" cause of action. The District Court ordered the Fitzgeralds to submit additional briefing on this issue and also ordered Utah County to submit a responsive memorandum. After receipt of those supplemental memoranda, the District Court, on July 25, 1989, granted Summary Judgment on the defamation plus issue and Judgment dismissing all of appellants' claims was entered on August 21, 1989.

#### STATEMENT OF FACTS

1. The Fitzgeralds had an ownership interest in approximately 27,000 acres of land in an area known as Cedar Valley, Utah County, Utah. (Document 63 at 3).

2. The subject property is unincorporated. (Document 63 at 4).

3. Appellee Utah County is a political subdivision organized and existing under and by virtue of the laws of the State of Utah. (Document 63 at 4).

## Exhibit B

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IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH  
CENTRAL DIVISION

LELAND A. FITZGERALD and  
HELEN S. FITZGERALD,

Plaintiffs,

vs.

AFFIDAVIT OF  
LELAND A. FITZGERALD

UTAH COUNTY, JEFF MENDENHALL,  
GORDON BUCKLEY ROSE,  
IVA SNELL, and JOHN DOES  
1 through 10,

Civil No. C-82-07369

Defendants.

\_\_\_\_\_/

STATE OF UTAH            )  
                              : ss  
COUNTY OF UTAH        )

LELAND A. FITZGERALD, being first duly sworn, deposes  
and says:

1. I am a plaintiff in the above-captioned lawsuit.
2. I am presently and have most of my life been a  
farmer and a cattle and sheep rancher.
3. My family has owned property and has run cattle  
and sheep in Cedar Valley since pioneer times. I have per-  
sonally herded sheep in Cedar Valley most of my life.
4. I have purchased and sold many ranching prop-

Exhibit B

erties in Cedar Valley, mainly for the purpose of gaining more property for myself.

5. In January of 1977, I became aware of and purchased a ranch in Cedar Valley, comprising 12,900 acres, which had belonged to the McKinney family and was then owned by Richard McKinney and his two sisters, Helen Stassi and Johnelle Yurka.

6. In 1978, I, my children; my second cousin Walter Fitzgerald and his wife Betty Fitzgerald; Noal Bateman and his two sons Byron Bateman and Vaughn Bateman; my second cousin Nephi Fitzgerald and his wife Leona Fitzgerald; my third cousin Robert Fitzgerald and his wife Myrtle Fitzgerald; Sterling W. Sill; Terrell H. Bell and his wife Betty Ruth Bell; and Dan Stevens and his wife Janice Stevens, combined to purchase the Monte Vista Ranch corporation, which held a ranch consisting of somewhat over 9,000 acres of ground in Cedar Valley.

7. In the developing of the Monte Vista Ranch, we cleared off the weeds from a dust bowl, which had drifts of dust higher than a man's head. We also leveled the land and placed approximately 600 acres under cultivation.

8. I had learned as early as 1952 that the land in the east side of Cedar Valley was very productive agricultural land if given water. In 1975, I learned that when a well was drilled on the Monte Vista Ranch, it produced water as a "hot" well with ground temperature of 87 degrees. The hot water



nature of the well seemed to make the ground even more productive when it was irrigated with the warm water. The Monte Vista Ranch water seemed to be about the only source of irrigation water available for sale in Cedar Valley. The Monte Vista Ranch property had both culinary and irrigation water rights, and potential for development of more rights. For all of my life while I herded sheep in Cedar Valley, I had desired to obtain the Monte Vista Ranch and hoped to move into the Valley to live.

9. In 1978, I was in the process of developing the Monte Vista Ranch properties and preparing to build on the Ranch so I could move there. At about that time, I was approached by a number of other people, who joined with me to study the possibilities of a joint effort to form a small community for a better way of life. We wanted to raise our children with a more wholesome environment and give them an opportunity to work with the soil. We had a common desire to develop an agricultural community.

10. I had put more than \$1,000,000 into improvements in the Cedar Valley project. The other people who had joined with us for the purchase of the Monte Vista Ranch had also put substantial monies into the purchase of their lands and improvements, including an amount of at least half a million dollars among them for the development of their own properties obtained out of the purchase of the Monte Vista Ranch. Our improvements included three new high-capacity wells (two

sixteen-inch wells and one eight-inch well) which have the capacity of producing 20 second feet of water, or approximately 9,000 gallons, per minute, sufficient to irrigate over 1,500 acres of Cedar Valley farmland. Other improvements included four water storage tanks, several miles of culinary pipeline, the beginning of a community park, making and graveling roads, and improving several hundred acres of dust bowl-quality land by planting crops.

11. Two families, Walter and Betty Fitzgerald and Nephi and Leona Fitzgerald, did build houses and move onto their property in Cedar Valley. At the time that their houses were built, we put in a culinary water system to those houses from the well. At the time we put in the irrigation system to the developed farmland, we put in pipe that would meet the requirements for a culinary water system, which cost twice the amount of an irrigation system, so that at some future time it could be converted to a culinary distribution system.

12. We had two hearings before the Utah County Planning Commission to determine what would be required in order for us to proceed with our eventual plan to develop a rural agricultural community. At the first Planning Commission meeting, we were told that if we met their requirements we could develop the area and go forward. These requirements included agreements to provide fire engines, a voluntary fire department, road crews for the maintenance of the roads and numerous other requirements, all of which were agreed to. In

that meeting and later meetings, we negotiated with the County and met all of their requirements, most of which went beyond what County ordinances required.

13. After agreeing to all of the County's requirements, we were turned down and told that the proposed development in Cedar Valley did not conform to the master plan, and that there were plenty of building lots in other parts of the County, and that the Commission would not approve our going forward with any plans to develop the small portion of Cedar Valley which we were endeavoring to develop as agricultural units.

14. We applied for and asked for the rezoning of 1,480 acres to be rezoned into Rural Residential 5, to allow for five-acre rural residential units which could be utilized for a family to have their own agricultural unit where they could raise all of the foodstuffs necessary for that family.

15. At the meeting with the County Planning Commission, T.H. Bell presented a map which showed the combined ownership of a large amount of acreage in Cedar Valley, perhaps as much as 50 square miles of land, to show that the owners of virtually the entire east side of the Valley were a part of our effort. We told the Planning Commission that we only wanted to rezone a small part of the land

16. At a later meeting, the group applied to the County Planning Commission for the area we were wanting to develop, an amount of 1,480 acres for which we filed an

application to rezone to a RR5 zone. The County Planning Commission recommended that the rezoning be denied.

17. A short time later, on our application, the Utah County Commission approved rezoning of the 1480 acres to RR5. Keith Richan was very upset because we went over his recommendation and secured approval of the rezoning. He vowed revenge. He said to me, in the public halls of the County Building, "You will have to come back to us for further approval, and we will see who's running things." He also said, "There'll never be any building in Cedar Valley." Despite compliance with all of the requests of the Utah County Planning staff and the Planning Commission, they refused to allow us to go forward with any development of the land.

18. After that conversation with Keith Richan, I received a telephone call from a man who identified himself as a member of the Planning Commission. He informed me that Keith Richan was hoping that I would come forward with something to develop my land in Cedar Valley, because he intended to "shoot me down" on whatever I brought in.

19. Shortly after our meeting with the Utah County Planning Commission on September 12, 1978, the Commission approved minutes which recited that we had "requested" rezoning of 78 square miles of Cedar Valley, when in fact they knew that we were only planning to request a small portion of the land.

20. After Utah County had filed a lawsuit against me

and others, we demanded to see the minutes of the Utah County Planning Commission, and were provided minutes approved by the Planning Commission, which minutes recited that we had requested rezoning of 78 square miles. We made demand upon them to provide us with a transcript of the minutes of that September 12, 1978 meeting, and were informed that there was no transcript of that meeting.

21. At a later time, in a lawsuit in the United States Bankruptcy Court, Utah County produced a transcript of the minutes September 12, 1978, which showed that in fact no request to rezone 78 square miles had ever been made, but only a reference that the interested parties had interests in a large acreage but that they would come back at a later meeting and request a rezoning on only a small portion of the large Cedar Valley acreage.

22. In fact, that is exactly what happened when we made a formal request to rezone 1,480 acres.

23. From that point forward, Keith Richan, Gordon Buckley Rose, Lynn W. Davis, Jeril Wilson, Jeff Mendenhall, and Iva Snell made efforts to see to it that whatever we tried to do to comply with the requests of Utah County were stalemated, stopped, and frustrated so that we could not legitimately go forward in compliance with any of the County ordinances, even though we were only trying to sell agricultural units to people who could use them for their own purposes.

24. Before I started selling any of the farmland in

Cedar Valley. I went to the State of Utah to find out what was necessary to comply with the Land Sales Practices Act. They gave me papers to outline what was necessary to comply with the Act, and that outline included a requirement to comply with County zoning ordinances. As a result of that, I went to the County to try to comply with the County's zoning ordinances for the purpose of selling land only, and not subdividing and putting in developed properties. My intent was to sell agricultural land only in blocks and quantities of sufficient size to meet the needs of my potential buyers. When I approached Utah County to find out what I needed to do to comply with the Land Sales Practices Act, the County kept passing me from one person to another, none of whom would give me the information needed. I just dropped the matter and decided not to go forward.

25. Thereafter, I went back to the State and told them that I was going to sell some agricultural tracts. They informed me that they were not interested in matters pertaining to the sale of agricultural tracts, and that that was not covered by the Land Sales Practices Act because it was specifically exempted from the requirements.

26. I entered into a contract to sell Boyd Corbett and Keith Gurr several thousand acres of land in Cedar Valley. Part of that was under a Uniform Real Estate Contract, and part of it was on an Option to Purchase approximately 7,000 acres.

27. Corbett and Gurr came to me and indicated that they were going to try to sell part of their land to out-of-state buyers. They told me that they had to have an agricultural waiver and recorded covenants restricting the use of the land to agricultural purposes until a subdivision plat was filed, so that they could sell their land to their buyers. They requested I go with them to the County to obtain approval. I went back to the County with Corbett and Gurr to find out what we needed to do. We were given the application for an agricultural waiver and the forms for recording the restrictive covenants limiting the land to agricultural useage until subdivision plats had been filed. Corbett and Gurr and I signed the restrictive covenants in the County offices.

28. Sometime later, the County Planning office notified us that we would have to have Richard McKinney sign the restrictive covenants limiting the property to agricultural useage. I approached Mr. McKinney and he objected to one of the paragraphs in the restrictive covenants provided to us by Utah County. Eventually, Mr. McKinney and I were referred to the Deputy County Attorney, Richard Dalebout. He informed me that they would take out the objectionable paragraphs and that it could then be processed and the agricultural waiver issued. When we returned to the office, Mr. McKinney wanted to discuss privately with me a matter, and asked to renegotiate the contract under which I was purchasing the McKinney properties, for a substantially larger price. I

would not renegotiate the contract, and Mr. McKinney refused to sign the agricultural waiver as a result.

29. Corbett and Gurr continued to press me to get the agricultural waiver approved so that they could sell to out-of-state buyers. In our efforts to get the approvals of the County at a subsequent time, I, Corbett and Gurr submitted restrictive covenants to the County on the County's forms which had been notarized at Valley Title

30. We presented them to Iva Snell. I believe Buck Rose was also present. They again insisted that I should obtain the signature of Richard McKinney, since they knew that he would not sign the restrictive covenants. I informed them that I was the owner of the land and that they had my signature and those of Corbett and Gurr, who were the new buyers of the land, and that we were going to record the restrictive covenants. Iva Snell informed me that if I recorded the restrictive covenants, the County would bring a lawsuit against me because it would be illegal for me to do so.

31. I could not proceed further with the agricultural waiver, because Richard McKinney would not sign the restrictive covenants and the County would not accept them at that time.

32. At a later time, Walter Fitzgerald came to me with regard to some land that he had, some of which had been purchased from Monte Vista Corporation. He requested that I go with him to place restrictive covenants on that land to



limit it to agricultural useage so that he might obtain a waiver allowing his buyer, Prentiss Fitzgerald, to sell some of that land. I told him that I thought it was a waste of time because the County would not approve the agricultural waiver. He told me that they had a new employee there that would work with us, and he felt that he would be able to secure his approval. The new employee, Nick Zulo, said that he would work with us if we would get the signatures of as many of the owners as we could. I went and obtained the signatures of Sterling Sill, T.H. Bell, Walter Fitzgerald, Nephi Fitzgerald, Kent Angel, Noal Bateman, and Jim Hillner. We took the restrictive covenants to Nick Zulo. He said he was surprised we could get everybody's signature, but that we now had what was required and the waiver was approved. He told me to go record the restrictive covenants with the Utah County Recorder, and I did so. He told me that he would have the building inspector sign the approval, and it would be mailed to me. It was never mailed to me. After Walter Fitzgerald's purchaser, Prentiss Fitzgerald, had sold all of the parcels over a ten-month period, I received a letter from Iva Snell informing me that the application for agricultural waiver had been denied, even though we had seen Nick Zulo sign the approval and had been told that the waiver would be signed by the building inspector and sent to us.

33. On another occasion, since I could not proceed with an agricultural waiver on the property I had purchased

from McKinney. I decided to proceed with an agricultural waiver on the property I had purchased from Jim DuPratt. I went in to get the restrictive covenants from Iva Snell. I called Mr. DuPratt, the titled owner from whom I was purchasing, and he said he would be willing to sign the restrictive covenants. Iva Snell told me that I could not proceed on the DuPratt properties with an agricultural waiver until I proceeded with the McKinney properties. I told her that they were completely separate ranching properties and that one should have no bearing on the other. Nevertheless, she told me she would not approve a non-agricultural waiver on the DuPratt land until I had McKinney's signature. She refused to let me proceed.

34. As a result of that refusal, I decided I would proceed on the Monte Vista Ranch properties. The title to the ranch property was in the corporate name showing it as titled owner, and the titled owner should sign the restrictive covenants and the application for agricultural waiver. I went to the Planning Office and was told by Iva Snell that I could not proceed on Monte Vista Ranch because I had to have the McKinney properties and the DuPratt properties approved first. I told her that the ranch property belonged to the corporation, that it was not mine, and that the County could not require us to qualify the DuPratt and McKinney property as a condition of proceeding on the Monte Vista Ranch properties. She told me that in order to approve the Monte

Vista Ranch properties, I would have to have the signature on the restrictive covenants of the Cooperative Security Corporation, which had been the seller to the Ohran group, who then formed Monte Vista Ranch. She also said she was going to require that the former stockholders of the Monte Vista Ranch sign the restrictive covenants. I argued with her that they were only stockholders in the corporation and that the corporation owned the land, but she refused to let me process the application for nonagricultural waiver unless I secured the signature of the former stockholders of the corporation as well as the seller of the land, the Cooperative Security Corporation. I went to the Ohran people, and they refused to sign it, saying that they were not the owners of the land, that it was owned by the corporation. Iva Snell sent me a letter, telling me that they rejected the application of Monte Vista Ranch, even though it was the titled owner of the land.

35. The individually named defendants launched a series of newspaper articles in which they made veiled references to unnamed persons characterized as "land developers" in Cedar Valley carrying out a multitude of illegal transactions.

36. The articles referred to 374 "defendants" who had allegedly violated County ordinances and the State Land Sales Practices Act.

37. After the lawsuit was filed and when the deposition of Gordon Buckley Rose was taken, he was asked why the

LDS Church was included in their lawsuit. His answer was "Because they own land in Cedar Valley." In fact, the LDS Church had sold the 9,000 acres that became the Monte Vista Ranch to a group comprised of Wallace Ohran, Howard Sherwood, and five others, who formed that land into the Monte Vista Ranch. That Ranch was later bought by my family and the group set forth in Paragraph 6 above.

38. On deposition, Buckley Rose said he did not know where the number of 374 had been obtained by the Daily Herald. When the deposition of Dawn Tracy, the reporter from the Daily Herald, was taken, she produced at that deposition a list of persons which included buyers and sellers of land in Cedar Valley, as well as owners of land in Cedar Valley who had neither bought nor sold land for more than 50 years. The designation at the top of that list was "374 Defendants".

39. At the time Utah County brought the lawsuit against me and others, the request for suit was prepared by Gordon Buckley Rose and signed by Jeff Mendenhall, and approved by Keith Richan, Jeril Wilson, and the County Commission, as indicated in their depositions. Buckley Rose denied knowledge of the origin of the list of 374 defendants. When it was revealed by the deposition of Dawn Tracy, the list itself was shown to be in the handwriting of Buckley Rose. He had placed the designation "374 Defendants" on that list.

40. At the time the request for suit against the defendants was submitted to the Utah County Attorney's Office,

that list was attached to the request. At the time plaintiffs requested Utah County to furnish us with copies of the documents pertaining to the lawsuit, the request for litigation was provided, but the itemization of the 374 defendants had been removed and was not produced until the deposition of Dawn Tracy.

41. I was present when that list was produced by Dawn Tracy, who testified that it was obtained from a former employee of the Utah County Planning Department.

42. The admissions on deposition by Jeril Wilson and Lynn Davis that they did not look at any of the individual transactions before they filed the lawsuit against me demonstrates that the combined efforts of Keith Richan, Lynn Davis, Jeril Wilson, Jeff Mendenhall, Iva Snell, and Buckley Rose were a conspiracy to destroy us without even verifying the transactions reported by Buckley Rose.

43. Their naming of the LDS Church and other persons in the lawsuit, who had not been involved in any sale of land (except that the Church had made one sale of a ranch several years before to the Ohran-Sherwood group) demonstrates the irresponsibility and falsity of the actions brought by Utah County through these people to destroy me and others.

44. The references by the County Commissioners, Lynn Davis, and the other Planning personnel to the "land scam" and "illegal sales" of land in Cedar Valley, the alleged sale of land to which the sellers could not deliver title, all was

calculated and in fact resulted in the complete destruction of the potential market and value of my land in Cedar Valley.

45. The actions of the County not only destroyed the market for future sales, but destroyed many sales of valid and enforceable contracts by causing the buyers to refuse to go forward with their contracts because of the representations of the County that they were victims of a "land scam."

46. Keith Richan personally appeared on television and badmouthed me. He used words like "land scam," "illegal subdivision," etc.

47. At about the time that the County brought the lawsuit in the state district court claiming that a large number of illegal transactions had taken place in Cedar Valley, Keith Richan had changed from chairman of the Planning Commission to a member of the Utah County Commission. He authorized Lynn Davis to file a lawsuit against me for cockfighting and for building without a building permit. Prior to the filing of that lawsuit, I became aware of the potentiality for such a lawsuit. I had my attorney inform Mr. Davis that the building about which they were concerned was on property that did not belong to me and had not been my property since 1976, that I had no involvement with the building or the property involved. Even though Gordon Buckley Rose had done a title search on all of the property in Cedar Valley, and knew by the records that he had obtained that that property was the property of Ralph Fitzgerald (not related

to me). Lynn Davis nevertheless filed the suit against me and issued pictures and an article to the newspapers about the cockfighting suit.

48. Jeril Wilson and Buckley Rose put together what they claimed was an exhaustive investigation. In all of that, they never found that I had violated any of the Land Sales Practices Act or the ordinances of Utah County, that my sales of agricultural land were under a recorded restrictive covenant limiting them to agricultural use until the subsequent owner might file a necessary plat in the event it should be developed. The lawsuit was brought against me claiming that I was in violation of the Land Sales Practices Act and the ordinances of Utah County. The County brought the suit against me and other parties for simply buying and selling land. At a later time, Utah County dismissed their complaint against us in the State Court, a copy of which dismissal is attached, even though we did not dismiss our counterclaim against Utah County.

49. Robert Hall of the State Real Estate Division informed us that Gordon Buckley Rose had come to the State and made accusations against me and others of violation of the Land Sales Practices Act, and violations of County ordinances, and provided him with a list of the 374 alleged violators of the statutes and ordinances, in an effort to get the State of Utah to move against us and to drive us out of Cedar Valley.

50. The list of 374 alleged violators included land

buyers as well as sellers, and included people who had inherited land from their families. They even attempted to have the State bring action against people who had bought and sold land many years before certain ordinances were even in effect.

51. The individually named defendants targeted virtually everyone in east Cedar Valley and branded us crooks, illegal subdividers, and conmen. Their attitude was that if you were involved in east Cedar Valley, you had to be bad. This was all done after I had complied with all County laws and ordinances and put more than 29,500 acres under restrictive covenants to prevent the land from being used except for agricultural purposes without compliance with State and County ordinances, thus putting the entire world on notice of the fact that I was only selling agricultural land for agricultural purposes.

52. Contrary to the defendants' affidavits, all of them encouraged selective and arbitrary enforcement of zoning and planning statutes and ordinances. They refused to give building permits, and when some persons did finally force them into giving a building permit, they administered it in an arbitrary manner. They put undue restrictions on permits and occasionally cancelled permits without explanation.

53. The defendants conspired to refuse waivers allowed by the ordinances. When waivers were issued, they put undue restrictions on them, including requiring signatures



from people who had no interest in the property, such as former owners, the wives of former owners, stockholders, and even former stockholders of the Monte Vista Corporation.

54. On occasion, they refused to give a waiver for one parcel of ground until I had complied with improper restrictions on another parcel of ground.

55. Every time I tried to secure a waiver and met one of their requirements, the defendants would add other requirements to make compliance impossible. When I did finally meet all requirements to acquire a waiver, they refused to give me documentation of that waiver to file with the State. They cancelled waivers by letters months after granting them.

56. All of the defendants have made derogatory and defamatory statements against me and against others; they have discouraged potential buyers; they have promoted bad feelings with the title companies handling Cedar Valley properties, making it almost impossible to get title insurance. When most title companies find out a buyer is from Cedar Valley, they tell the buyer to go elsewhere. The defendants, through their conspiracy, have made Cedar Valley a no man's land.

57. During the course of the newspaper articles coming out accusing those of us who were involved in land sales in Cedar Valley of illegal acts, I received a telephone call from Dawn Tracy the Daily Herald reporter. She told me

that she had evidence that the group had sold over 1,000 acres of the 1,480 acres which had been rezoned to RR5. I told her that so far as I knew, none of the acreage in the RR5 had been sold. She told me that she had just got off the telephone with Nick Zulo, an employee of the County Planning Department, who informed her that he had the documentary proof right in front of him to show that in fact we had sold more than 1,000 acres.

58. During the taking of Nick Zulo's deposition, he denied having made any such statement. When Dawn Tracy's deposition was taken, she testified that she had tape recorded the telephone conversations between me and various employees of the County. Those tape recordings were duplicated and transcribed under the direction of Walter Fitzgerald, who personally listened to the tapes and wrote out the transcription. Those tapes show that in fact Utah County did accuse us of having sold 1,000 acres in the rezoned area, when in fact no sales had taken place in the RR5 rezoned area since it had been rezoned.

59. In a suit brought against me at the encouragement of Utah County by Briant Badger attempting to void a contract by which Briant Badger had purchased 320 acres from T.H. Bell, T.H. Bell cross-sued me on the basis that Badger said I could not deliver title. In Briant Badger's deposition, he said that Lynn Davis told him that we were selling land which we didn't own and to which we could not deliver


title, and that our sales actions in Cedar Valley were illegal.

60. On another occasion, Gordon Buckley Rose came out to the ranch at Cedar Valley. In the presence of employees working for the ranch, he accused me of being a crook, an illegal subdivider, and called me a "big damn liar."

DATED this 18 day of September, 1987.

  
LELAND A. FITZGERALD

Subscribed and sworn to before me this 18<sup>th</sup> day of September, 1987.

  
Notary Public  
Residing at: Prospect

My Commission Expires:

Nov 12, 1989

## Exhibit C

43710

43710

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"

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in section 17-27-27 UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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; or (3) upon repeal of the requirements for such a covenant under section 4-3-53 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.

Invalidation of any of these covenant provisions by judgment 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)' heir's 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 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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

BOOK 1884, PAGE 163

State of Utah )

County of Utah )

On the 2 day of December 1980 personally appeared  
before me Charles H. Haggard, the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Keape, Utah

Commission expires: Aug 15, 1982

Signed [Signature]

State of Utah )

County of Utah )

On the 2 day of December 1980 personally appeared  
before me [Signature], the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Keape, Utah

Commission expires: Aug 15, 1982

Signed [Signature]

State of Utah )

County of Utah )

On the 5 day of December 1980 personally appeared  
before me Charles H. Haggard, the signer of the above  
instrument, who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Keape, Utah

Commission expires: Aug 15, 1982

1584 170

State of Utah )  
County of Utah ) ss

On the 6 day of December, 1980 personally appeared  
before me James Walter Fitzgerald the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Kristian J. [Signature]  
Notary Public

Residing at: Provo, Utah  
Commission expires: 7/14/84

State of Utah )  
County of Utah ) ss

On the 1 day of Dec, 1980 personally appeared  
before me Henry S. Fitzgerald the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Provo, Utah  
Commission expires: Aug 15, 1982

State of Utah )  
County of Utah ) ss

On the 1 day of Dec, 1980 personally appeared  
before me Henry S. Fitzgerald the signer of the above  
instrument, who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Provo, Utah  
Commission expires: Aug 15, 1982

1884 171

State of Utah )  
County of Utah ) ss

Signed Robert R. Thompson

On the 5 day of November, 1980 personally appeared  
before me Robert R. Thompson, the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Alpine, Utah  
Commission expires Aug 15, 1982

State of Utah )  
County of Utah ) ss

Monte Vista Corp  
Signed Charles W. Stupp  
President

On the 5 day of November, 1980 personally appeared  
before me Charles W. Stupp, the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Alpine, Utah  
Commission expires: Aug 15, 1982

State of Utah )  
County of Utah ) ss

Signed James M. Stevens

On the 5 day of November, 1980 personally appeared  
before me James M. Stevens, the signer of the above  
instrument, who duly acknowledged to me that he executed the same.

Ben C. Cutler  
Notary Public

Residing at: Alpine, Utah  
Commission expires: Aug 15, 1982

BOOK 1884 PAGE 172



State of Utah )  
County of Utah ) ss

*Joseph P. Fitzgerald*

On the 6 day of December, 1980 personally appeared  
before me Joseph P. Fitzgerald, the signer of the above instrument  
who duly acknowledged to me that he executed the same.

Ben C. Cullen  
Notary Public

Residing at: Draper, Utah  
Commission expires: Aug 15, 1982

State of Utah )  
County of Utah ) ss

Signed Neal C. Bateman

On the 6 day of December, 1980 personally appeared  
before me Neal C. Bateman, the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Ben C. Cullen  
Notary Public

Residing at: Draper, Utah  
Commission expires: Aug 15, 1982

Signed \_\_\_\_\_

State of Utah )  
County of Utah ) ss

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ personally appeared  
before me \_\_\_\_\_, the signer of the above  
instrument, who duly acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

NOT 1884 NOV 173

The SE $\frac{1}{4}$  of NE $\frac{1}{4}$  & NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 31, Township 6 South Range 1 West, SLM (area 80 acres). Lots 5 and 6 of Section 6, Township 7 South, Range 1 West, SLM (area 79.41 acres). Lots 2, 3 and 4 of Section 6, Township 7 South, Range 1 West, SLM (area 119.15 acres). Lot 2: SE $\frac{1}{4}$  of NW $\frac{1}{4}$  of Section 7, Township 7 South, Range 1 West, SLM (area 79.41 acres). N $\frac{1}{2}$  of NW $\frac{1}{4}$ ; W $\frac{1}{2}$  of E $\frac{1}{2}$ ; S $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 7, Township 7 South, Range 1 West, SLM (area 319.41 acres). S $\frac{1}{2}$  SW $\frac{1}{4}$ ; N $\frac{1}{2}$  of NW $\frac{1}{4}$ ; W $\frac{1}{2}$  of NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ ; Section 18, Township 7 South, Range 1 West, SLM (area 400 acres). NW $\frac{1}{4}$ ; W $\frac{1}{2}$  of NE $\frac{1}{4}$ ; Lots 3 and 4, Section 19 Township 7 South, Range 1 West SLM (area 320 acres).

Commencing at center of Section 30, Township 7 South, Range 1 West, SLM East 80 rods; North 100 rods; West 160 rods; South 100 rods; East 80 rods to beginning (area 100 acres). Lots 1, 2, 3 and 4 also E $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 30, Township 7 South, Range 1 West, SLM (area 240 acres). Lots 1 and 2; also East  $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 31, Township 7 South, Range 1 West, SLM (area 160 acres). S $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ ; Lots 3 and 4 of Section 1, Township 7 South, Range 2 West, SLM (area 240 acres). S $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 1 Township 7 South, Range 2 West, SLM (area 80 acres).

NE $\frac{1}{4}$  of Section 10, Township 7 South, Range 2 West, SLM (area 160 acres). N $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 11, Township 7 South, Range 2 West, SLM (area 80 acres). W $\frac{1}{2}$  of NE $\frac{1}{4}$  S $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 11, Township 7 South, Range 2 West, SLM (area 160 acres). E $\frac{1}{2}$  of NE $\frac{1}{4}$  of Section 11, Township 7 South, Range 2 West, SLM (area 80 acres). S $\frac{1}{2}$  of Section 11, Township 7 South, Range 2 West, SLM (area 320 acres). NE $\frac{1}{4}$  of Section 12, Township 7 South, Range 2 West, SLM (area 160 acres).

NW $\frac{1}{4}$ ; SW $\frac{1}{4}$  of Section 12, Township 7 South, Range 2 West, SLM (area 320 acres). W $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). E $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). W $\frac{1}{2}$  SE $\frac{1}{4}$ , Section 13, Township 7 South, Range 2 West, SLM (area 80 acres). NW $\frac{1}{4}$  of Section 14, Township 7 South, Range 2 West, SLM (area 160 acres).

NE $\frac{1}{4}$  and S $\frac{1}{2}$  of Section 14, Township 7 South, Range 2 West, SLM (area 480 acres). All of Section 15, Township 7 South, Range 2 West, SLM (area 640 acres). All of E $\frac{1}{2}$  of Section 16, Township 7 South, Range 2 West, SLM (area 320 acres). E $\frac{1}{2}$ ; SW $\frac{1}{4}$  of Section 21, Township 7 South, Range 2 West, SLM (area 480 acres). All of Section 22, Township 7 South, Range 2 West, SLM (area 640 acres). All of Section 23, Township 7 South, Range 2 West, SLM (area 640 acres).

W $\frac{1}{2}$  of Section 24, Township 7 South, Range 2 West, SLM (area 320 acres). N $\frac{1}{2}$  of Section 25, Township 7 South, Range 2 West, SLM (area 320 acres). All of Section 27 Township 7 South, Range 2 West, SLM (area 640 acres). E $\frac{1}{2}$ ; E $\frac{1}{2}$  of NW $\frac{1}{4}$  of Section 28, Township 7 South, Range 2 West, SLM (area 400 acres). NE $\frac{1}{4}$  of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). SE $\frac{1}{4}$  of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). NW $\frac{1}{4}$  of Section 33, Township 7 South, Range 2 West, SLM (area 160 acres). All of section 34, Township 7 South, Range 2 West, SLM (area 640 acres). All of Section 35, Township 7 South, Range 2 West, SLM (area 640 acres). SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 36, Township 7 South, Range 2 West, SLM (area 40 acres). Lots 3 and 4; South

LEGAL DESCRIPTION (continued)

1/4 of NW 1/4 of Section 1, Township 9 South, Range 2 West, SLM (area 320 acres). All of Section 2, Township 9 South, Range 2 West, SLM (area 643.60 acres). SW 1/4 Lots 1, 2, 3 and 4; SE 1/4 of NW 1/4; SE 1/4 NE 1/4 of Section 3, Township 8 South, Range 2 West, SLM (area 600 acres). NW 1/4 of Section 12, Township 8 South, Range 2 West, SLM (area 160 acres).

14 The Southeast 1/4 of Section 15; the East 1/2 of the East 1/2 of Section 21; the South 1/2 of Section 21; and the Northwest 1/4 of Section 22; the West 1/2 of the Northeast 1/4 of Section 22; and the Southeast 1/4 of the Northeast 1/4 of Section 22, all in township 6 South, Range 2 West, Salt Lake Meridian, excepting therefrom all oil, gas, coal, hydrocarbons and all other minerals.

Com. 5.75 chs S of NE cor of SE 1/4 of Sec 7, T 6 S, R 1 W, SLM; S 12.75 chs; W 40 chs; N 12.75 chs; e 40 chs to beg Area 51 acres.

The Southeast quarter of Section 12, Township 7 South Range 2 West, Salt Lake Base and Meridian.

17 All of Section 15 and all of Section 22 and the East Half of the East Half of Section 21 Township 6 South Range 2 West.

PARCEL 1: Commencing at the Southeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Meridian; thence North 21.50 chains; thence West 40 chains; thence North 841.5 feet; thence East 40 chains; thence North 25.75 chains; thence West 80 chains; thence South 60 chains; thence East 80 chains to beginning.

PARCEL 2: Southeast quarter of the Southwest quarter of Section 8, Township 6 South, Range 1 West, Salt Lake Meridian.

PARCEL 3: Northwest quarter; West half of the Southwest quarter; Lots 2,3,6,7,8,9 of Section 17, Township 6 South, Range 1 West, Salt Lake Meridian.

PARCEL 4: All of Section 18, Township 6 South, Range 1 West, Salt Lake Meridian.

PARCEL 5: Lots 4,9,10,11, Northwest quarter of Southwest quarter of Section 20, Township 6 South, Range 1 West, Salt Lake Meridian. also Lots 2 and 3; Northwest quarter of Northwest quarter of Section 20.

PARCEL 6: North 1/2 and the Southwest 1/4 of Section 15, Township 6 South, Range 2 West, Salt Lake Meridian.

PARCEL 7: The South half of Section 24, Township 6 South, Range 2 West, Salt Lake Meridian.

PARCEL 8: Lots 2,3,4 and the East half of Southwest quarter, Southeast quarter of Southwest quarter and Southwest quarter of Northeast quarter of Section 28, Township 6 South, Range 1 West, Salt Lake Meridian.

PARCEL 9: Lots 3,4 and 8, Section 29, Township 6 South, Range 1 West, Salt Lake Meridian.

PARCEL 10: Southeast quarter; East half of Southwest quarter; Southeast quarter of Northwest quarter and Southwest quarter of Northeast quarter of Section 30, Township 6 South, Range 1 West, Salt Lake Meridian. Also Northeast quarter of Northeast quarter of said Section 30.

PARCEL 11: West 3/4 of Section 25, Township 6 South, Range 2 West, Salt Lake Meridian.

PARCEL 14: Northeast quarter of Section 35, Township 6 South, Range 2 West, Salt Lake Meridian.

PARCEL 15: All of Section 36, Township 6 South, Range 2 West, Salt Lake Meridian.

PARCEL 16: Southwest quarter of Northeast quarter, Southeast quarter of Northwest quarter, East half of Southwest quarter of Section 31, Township 6 South, Range 1 West, Salt Lake Meridian; Also Lots 3 and 4; South half of Southeast quarter and Northeast quarter of Southeast quarter, Northeast quarter of Northwest quarter; North half of Northeast quarter and Lots 1 and 2 of said Section 31.

PARCEL 17: Southeast quarter of Northwest quarter; Northeast quarter of Southwest quarter; Northwest quarter of Southeast quarter; Southwest quarter of Northeast quarter of Section 6, Township 7 South, Range 1 West, Salt Lake Meridian. Also Lot 7 and Southwest quarter of Southeast quarter of said Section 6.

PARCEL 18: Northeast quarter of Section 13, Township 7 South, Range 2 West, Salt Lake Meridian.

PARCEL 19: West half of Southeast quarter; East half of Southwest quarter of Section 19, Township 7 South, Range 1 West, Salt Lake Meridian.

PARCEL 20: Commencing 100 rods North of the center of Section 30, Township 7 South, Range 2 West, Salt Lake Meridian; thence East 80 rods; thence North 60 rods; thence West 160 rods; thence South 60 rods; thence East 80 rods to beginning.

PARCEL 21: The Southeast Quarter of the Northeast Quarter; the East half of the Southeast quarter of Section 11, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 22: All of Section 14, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 23: The Southeast quarter of the Northwest quarter; the South half of the Northeast quarter; the Southwest quarter, and the Southeast quarter of Section 12, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 24: All of Section 13, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 25: The North half of Section 24, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 26: The North half of the Northeast quarter of Section 23, Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 27: The Northeast quarter of the Northeast quarter of Section 22; Township 6 South, Range 2 West, Salt Lake Base and Meridian.

PARCEL 28: The Northwest quarter and the North half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian.

The East half; and the East half of the West half of Section 19, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Northeast quarter; and the West half of Section 20, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Southwest quarter; and the West half of the Northwest quarter of Section 28, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The North half; and all of the South half that lies East of the County Road of Section 29, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The North half of Section 30, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Northeast quarter; and all of the South half that lies East of the County Road of Section 32, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

The Northwest Quarter; and the North half of the Southwest quarter of Section 22, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

The Southeast quarter of the Northeast quarter; and the Northeast quarter of the Southeast quarter of Section 21, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

That portion of the North half and the Southwest quarter that lies East of the County Road of Section 5, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

The Southeast quarter; and the Southwest quarter of the Northeast quarter of Section 1, Township 9 South, Range 3 West, Salt Lake Base and Meridian.

The Northeast quarter; and the North half of the Southeast quarter of Section 36, Township 7 South, Range 3 West, Salt Lake Base and Meridian.

The East half and the Northwest quarter of Section 31, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of Section 6, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

The South half of Section 30, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the South half that lies West of the County Road of Section 29, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the South half that lies West of the County Road of Section 32, Township 7 South, Range 2 West, Salt Lake Base and Meridian.

All of the West half that lies West of the County Road of Section 5, Township 8 South, Range 2 West, Salt Lake Base and Meridian.

Passivity  
Blaming  
Reaction:  
Backgulls

(13)

13905

THE REQUEST OF  
*Anthony J. Fitzgerald*  
 1951 MAY 14 AM 9 34

384 5.00

NOT LEGIBLE FOR MICROFILM

Beginning at a point which is South 2°25'23" East 1168.39 feet along the section line (and North 2°25'23" West 1168.39 feet from the Southeast Corner of said section) and North 87°49'11" West along the sixteen line 317.90 feet from the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and running thence North 87°49'11" West 328.45 feet, thence North 4°05' West 669.44 feet, thence South 87° East 325.68 feet, thence South 4°22' East 665.13 feet to the point of beginning. Containing 4.98 acres.

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; or (3) upon repeal of the requirements for such a covenant under section 4-3-53 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 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 manner as the court may order.

**608-1913** **Feb 273**

EXHIBIT C.1

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed \_\_\_\_\_

State of Calif)

County of Calif)

On the 12 day of JANUARY, 1981 personally appeared before me JESSE LAROC CHRISTENSEN the signer of the above instrument who duly acknowledged to me that he executed the same.

Notary Public

Residing at: USS BROOKE FIG 1

Commission expires: INDEFINITE

Signed \_\_\_\_\_

State of Calif.)

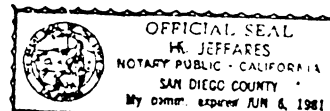
County of San Diego)

On the 12th day of January, 1981 personally appeared before me ROY CAL CHRISTENSEN, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Residing at: San Diego, California

Commission expires: June 6, 1981



Approved As To Form: Linda M. Zullo

13905



13906

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)

Beginning at a point which is S.2°25'23"E. 1160.39 ft. along the  
section line (and is N.2°25'23"W. 1168.39 ft. from the Southeast  
Corner of said section), from the East Quarter Corner of Section  
11, T.6 S.- R.2 W., S.L.B. & M.; and running thence along the  
sixteenth line N.87°49'11"W. 317.90 ft., thence N.4°22'11"E. 555.17  
ft., thence S.37°0'E. 340.96 ft., thence S.2°25'23"E. 551.03 ft.  
to the P.C.

containing 4.93 acres

Subject to and together with a 27.50 ft. half-width right-of-way  
for a future road along the North line of the above described  
property.

Have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 which  
are in a properly approved and recorded subdivision plat (2) those  
portions of the property placed into an incorporated city or town  
or (3) upon repeal of the requirements for such a covenant in  
section 4-3-53 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.

Invalidation of any of these covenant provisions by a  
court 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 vio-  
late 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 disposed,  
leased, used, or conveyed until paid. Such lien may be enforced in  
such manner as the court may order.

13906

SOI LIBRARY FOR MICROFILM

BOOK 1913 PAGE 275

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed

Russell



State of Utah )  
                  : ss  
County of Utah )

On the 27 day of Feb, 1951 personally appeared  
before me Russell Russell, the signer of the above instrument,  
who duly acknowledged to me that he executed the same.

Libbi E. Hunter  
Notary Public

Residing at: Salt Lake City

Commission expires: 6/1/52

APPROVED AS TO FORM:

Lucas W. Zullo  
Building Inspector

BOOK 1913 PAGE 276

13906



13907

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) Beginning at a point which is South 2°25'23" East along the section line 510.35 feet, and North 87°West 340.96 feet from the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and running thence North 87°West 325.68 feet, thence North 0°33' East 672.13 feet, thence South 86° East 322.67 feet, thence South 0°16' West 666.64 feet to the point of beginning. Containing 4.98 acres.

Beginning at the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and running thence South 2°25'23" East along the section line 510.35 feet, thence North 87°West 340.96 feet, thence North 0°16' East 666.64 feet, thence South 86°East 322.66 feet to the section line, thence along the section line South 2°17'01" West 152.70 feet to the point of beginning. Containing 4.98 acres.

have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in section 17-27-27 UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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, or (3) upon repeal of the requirements for such a covenant under section 4-3-53 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.

Invalidation of any of these covenant provisions by judgment 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)' heir's 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 manner as the court may order.

B.M. 1913 MAR 277

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

James L. Christensen  
Signed \_\_\_\_\_

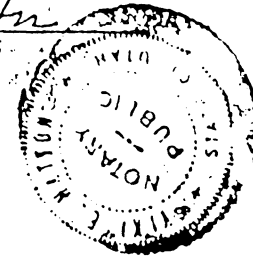
State of Utah )  
                  ) ss  
County of Utah )

On the 5th day of June, 1980 personally appeared before me Mike E. Hart, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Mike E. Hart  
Notary Public

Residing at: Salt Lake City, UT

Commission expires: 10/2/82



APPROVED AS TO FORM:

Lee M. Zull  
Building Inspector

BOOK 1913 PAGE 278

13908

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)

Beginning at a point which is South 2°25'23" East 1168.39 feet  
along the section line (and North 2°25'23" West 1168.39 feet  
from the Southeast Corner of said Section) and North 87°49'11"  
West along the sixteenth line 646.35 feet from the East Quarter  
Corner of Section 11, Township 6 South, Range 2 West, Salt Lake  
Base and Meridian; and running thence North 87°49'11" West  
329.22 feet, thence North 3°17" West 673.09 feet thence South  
87° East 320.31 feet, thence South 4°05' East 669.44 feet to  
the point of beginning. Containing 4.98 acres.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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;  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

Invalidation of any of these covenant provisions by judgment  
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)' heir's 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 manner as the court may order.

13908

BOOK 1913 PAGE 279

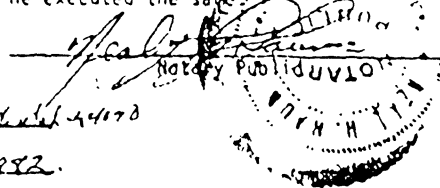
Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Inspector before recording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

Signed

John F. Davis

State of Utah )  
: ss  
County of Utah )

On the 1<sup>st</sup> day of December, 1980 personally appeared before me John F. Davis, the signer of the above instrument, who duly acknowledged to me that he executed the same.



Residing at: 255 E. 9500 S. St. George, UT 84408

Commission expires: Sept 25, 1982.

APPROVED AS TO FORM:

Don Bull

Building Inspector

BOOK 1913 PAGE 280

13909

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)

Beginning at a point which is South 2°25'23" East 1168.39  
feet along the section line (and North 2°25'23" West 1168.39  
feet from the Southeast corner of said section) and North  
87°49'11" West along the sixteenth line 975.57 feet from the  
East quarter corner of Section 11, Township 6 South, Range 2  
West, Salt Lake Base and Meridian; thence North 37°49'11"  
West 334.81 feet to the sixteenth line; thence North 1 09'53"  
West 675.62 feet along the sixteenth line; thence South 87°  
East 310.19 feet; thence South 3°17' East 673.09 feet to the  
point of beginning. Subject to & together with a 27.5 foot  
half-width right of way for a future road along the North  
line of the above described property.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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,  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

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

If the owner or owner of the above described real property,  
or any portion thereof, or the owner(s)' heir's or assigns shall vio-  
late 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 manner as the court may order.

13909

BOOK 1913 PAGE 281

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed James B. Fillman

State of Utah )  
                  ) ss  
County of Utah )

On the 6th day of Jan, 1981 personally appeared before me James B. Fillman, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Darius Jaggart  
Notary Public



Residing at: Salt Lake City, Utah  
Commission expires: 8/6/83

APPROVED AS TO FORM:

James B. Zullo  
Building Inspector

BOOK 1913 PAGE 282



13910

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, Beginning at a point which is South 2°25'23" East along the section line 510.35 feet, and North 87°West 986.95 feet from the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and running thence North 87°West 310.19 feet to the sixteenth line, thence along the sixteenth line North 1°09'59" West 531.66 feet, thence following the sixteenth line North 1°11'01" East 152.60 feet, thence South 86° East 322.66 feet, thence South 0°22'30" West 677.86 feet to the point of beginning. Containing 4.98 acres. Beginning at a point which is South 2°25'23" East along the section line 510.35 feet, and North 87°West 366.64 feet from the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and running thence North 87°West 320.31 feet thence North 0°22'30" East 677.86 feet, thence South 86° East 322.67 feet, thence South 0°33' West 672.13 feet to the point of beginning. Containing 4.98 acres.

I have the intent to qualify for the exemption from filing an approved subdivision plat, which exemption is provided for in section 17-27-27 UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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, or (3) upon repeal of the requirements for such a covenant under section 4-3-53 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.

Invalidation of any of these covenant provisions by judgment 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 manner as the court may order.

13910

RECORDED  
MAY 16 AM 9:45  
13910

BOOK 1913 PAGE 283

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed Celiste T. Lumbke

Box 56

Scipio, Utah 84656

State of Utah )  
                  : ss  
County of Utah )

On the 28th day of November, 1980 personally appeared before me Celiste T. Lumbke, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Verna W. Gagliardi  
Notary Public

Residing at: Scipio, Utah

Commission expires: 12-8-83



APPROVED AS TO FORM:

Donna Hull  
Building Inspector

BOOK 1913 PAGE 284

13911

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

TO THE PUBLIC.

- Lot 8 I, the undersigned owner of real property in Utah County,  
State of Utah, which property is located as follows: (legal description)  
Beginning at a point which is North 2°17'01" East along the  
section line 152.20 feet from the East Quarter Corner of  
Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian; and  
running thence North 2°17'01" East 679.92 feet, thence North  
87°West 317.45 feet, thence South 2°43' West 674.23 feet,  
thence South 86°East 322.66 feet to the point of beginning.  
Containing 4.98 acres.
- Lot 7 Beginning at a point which is North 2°17'01" East 1506.76  
feet along the section line (and is South 2°17'01" West  
1506.76 feet from the Northeast Corner of said section)  
from the East Quarter Corner of Section 11, T.6 S.-R.2 W.,  
Salt Lake Base & Meridian; and running thence along the  
sixteenth line North 88°05'25" West 327.94 feet thence  
South 1°23' West 668.62 feet, thence South 87°East 317.45  
feet, thence North 2°17'01" East 674.64 feet to the point  
of beginning.  
Containing 4.98 acres.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 obtain-  
ing 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,  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

Invalidation of any of these covenant provisions by judg-  
ment 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 part thereof, or the owner(s)' heir's or assigns shall vio-  
late 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 manner as the court may order.

13911

BOOK 1313 PAGE 285

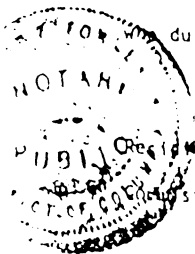
Change or amendment of these covenants may be effected only if such is in compliance with the laws and ordinances of the State of Utah and its political subdivisions. This covenant, and any changes or amendments hereto, must first be approved in writing by the Utah County Building Inspector before recording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

Signed

Michael W. Haster

State of Utah )  
County of Utah ) ss

On the 12<sup>th</sup> day of JAN., 1981 personally appeared before me MICHAEL W. HASTER, the signer of the above instrument, who duly acknowledged to me that he executed the same.



EDWARD J. FOWLER  
NOTARY PUBLIC  
District of Columbia  
Commission Expires: 10-31-1982

Edward J. Fowler  
Notary Public

APPROVED AS TO FORM:

Rich M. Zullo  
Building Inspector

BOOK 1913 PAGE 286

13911

13912

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

13912

TO THE PUBLIC:

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

Beginning at a point which is North 2°17'01" East 1506.76 feet  
along the section line (and is South 2°17'01" West 1506.76 feet  
from the Northeast Corner of said section) and North 88°05'25"  
West along the sixteenth line 327.94 feet from the East Quarter  
Corner of Section 11, T.6 South -R.2 W., Salt Lake Base & Meridian;  
and running thence North 88°05'25" West 328.26 feet, thence  
South 0°55' West 662.54 feet, thence South 87° East 322.98 feet,  
thence North 1°23' East 668.62 feet to the point of beginning.

Containing 4.98 acres.

Subject to and together with a 27.50 feet half-width right-of-  
way for a future road along the South Line of the above described  
property.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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;  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

Invalidation of any of these covenant provisions by judg-  
ment 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) heir's or assigns shall vio-  
late 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 manner as the court may order.

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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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Gerald A. Matasick

Signed

Dale E. Bay

WASHINGTON  
State of ~~Utah~~ )  
KITAP: ss  
County of ~~Utah~~ )

On the 24 day of December, 1980 personally appeared before me Gerald A. Matasick and Dale E. Bay, the signers of the above instrument, who duly acknowledged to me that they executed the same.

John C. DeWille  
Notary Public

Residing at: Port Orchard  
Commission expires: 9-5-82



APPROVED AS TO FORM:

Neil M. Zullo  
Building Inspector

BOOK 1913 PAGE 288

13912

13913

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

13913

TO THE PUBLIC:

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

Beginning at a point which is North 2°17'01" East along the  
section line 152.20 feet and North 86° West 322.66 feet from  
the East Quarter Corner of Section 11, T.6 S.-R.2 W., Salt  
Lake Base & Meridian; and running thence North 86° West 322.67  
feet, thence North 2°41' East 668.60 feet, thence South 87°  
East 322.98 feet, thence South 2°43' West 674.23 feet to the  
point of beginning.

Containing 4.98 acres

Subject to and together with a 27.50 feet half-width right-of-  
way for future road along the North Line of the above described  
property.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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;  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

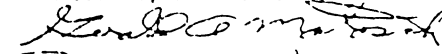
Invalidation of any of these covenant provisions by judg-  
ment or court order shall not affect any of the other provisions  
which shall remain in full force and effect.

If the owner or owners of the above described real property,  
or any portion thereof, or the owner(s)' heir's or assigns shall vio-  
late 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 manner as the court may order.

NOT LEGIBLE FOR MICROFILM

BOOK 1913 PAGE 289

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

  
Signed David E. Asay

Washington  
State of ~~Utah~~ )  
County of ~~Utah~~ )  
K.T. No. 33

On the 26th day of December, 1980 personally appeared  
before me Gerard A. Matosich, the signers of the above instrument,  
David E. Asay, who duly acknowledged to me that ~~he~~<sup>they</sup> executed the same.

Jean C. Oelvelle  
Notary Public

Residing at: Fort Archard  
Commission expires 9-5-82



APPROVED AS TO FORM

Luc M. Zullo  
Building Inspector

BOOK 13913 PAGE 230

13913



L



13914

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)  
Beginning at a point which is N<sup>02</sup> 17' 01" E along the section  
line 152.20 feet and N 86° W 645.33 feet from the East quarter  
corner of Section 11, T 6 S, R 2 W, S.L.B. & M.; and running  
thence N 86° W 322.67 feet; thence N 2° 11' E 633.03 feet; thence  
S 87° E 328.38 feet; thence S 2° 41' W 668.60 feet to the P.O.B.  
containing 4.98 acres; Subject to and together with a 27.50 ft.  
half width right of way for a future road along the North line  
of the above described property. No mineral rights.

Have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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;  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

Invalidation of any of these covenant provisions by judg-  
ment 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)' heir's or assigns shall vio-  
late 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 manner as the court may order.

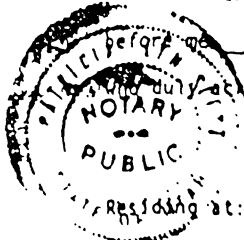
BOOK 1913 PAGE 231

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

Signed X Mark F. Bell

State of Utah )  
County of Utah ) ss

On the 23rd day of April, 1981 personally appeared  
Mark F. Bell, the signer of the above instrument,



who duly acknowledged to me that he executed the same.

Mark F. Bell  
Notary Public

Commission expires: 9/2/81

APPROVED AS TO FORM:

William Zullo  
Building Inspector

13914

13914

BOOK 1913 PAGE 292

13916

13916

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)

Beginning at a point which is North 2°17'01" East 1506.76 feet  
along the section line (and is South 2°17'01" West 1506.76 feet  
from the Northeast Corner of said section) and North 88°05'25"  
West along the sixteenth line 656.20 feet from the East Quarter  
Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian;  
and running thence North 88°05'25" West 329.16 feet, thence  
South 0°50' West 656.31 feet, thence South 87° East 328.38 feet,  
thence North 0°55' East 662.54 feet to the point of beginning.

Containing 4.98 acres.

Subject to and together with a 27.50 feet half-width right-of-  
way for a future road along the South Line of the above described  
property.

have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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;  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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

Invalidation of any of these covenant provisions by judg-  
ment 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)' heir's or assigns shall vio-  
late 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 manner as the court may order.

BOOK 1913 PAGE 295

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

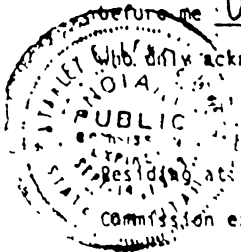
Signed Virginia L. Everett

State of Utah )  
County of Utah ) ss

On the 23<sup>d</sup> day of December, 1980 personally appeared

before me Virginia L. Everett, the signer of the above instrument,

who acknowledged to me that he executed the same.



[Signature]  
Notary Public

Residing at: Utah County, Utah  
Commission expires: 14 SEP 1983

APPROVED AS TO FORM:

[Signature]  
Building Inspector

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13916

File #7 P K #1

13917

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)

Beginning at a point which is North 2°17'01" East 1506.76 feet  
along the section line (and is South 2°17'01" West 1506.76 feet  
from the Northeast Corner of said section) and North 88°05'25"  
West along the sixteenth line 985.36 feet from the East Quarter  
Corner of Section 11, T.6 S.-R.2 W., Salt Lake Base & Meridian;  
and running thence North 88°05'25" West 329.85 feet the sixteenth  
line, thence South 1°11'01" West along the sixteenth line 649.89  
feet, thence South 87° East 334.00 feet, thence North 0°50' East  
656.31 feet the point of beginning.

Containing 4.98 acres.

Subject to and together with a 27.50 feet half-width right-of-  
way for a future road along the South Line of the above des-  
cribed property.

Also, subject to and together with a 27.50 ft. half-width right-of-way for  
a future road along the West Line of the above described property.  
I have the intent to qualify for the exemption from filing an approved  
subdivision plat, which exemption is provided for in section 17-27-27  
UCA 1953 as amended and section 4-3-53 of the 1976 Revised 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 resident-  
ial or other non-agricultural use of this land without properly obtain-  
ing 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,  
or (3) upon repeal of the requirements for such a covenant under  
section 4-3-53 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.

Invalidation of any of these covenant provisions by judg-  
ment 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)' heir's or assigns shall vio-  
late 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 manner as the court may order.

13917

BOOK 1913 PAGE 237

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 Inspector before recording with the County Recorder. Any change or amendment without such approval is hereby made null and void.

signed Virginia L. Everett

State of Utah )  
County of Utah ) ss

On the 23<sup>rd</sup> day of December, 1980 personally appeared before me Virginia L. Everett, the signer of the above instrument,

who duly acknowledged to me that he executed the same.



SS  
Notary Public

Residing at: Utah County, Utah  
Commission Expires: 14 Sep 1983

APPROVED AS TO FORM:

Don Spell  
Building Inspector

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