



AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

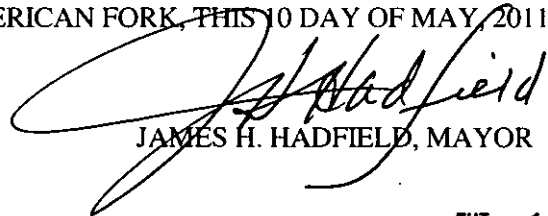
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE SUBJECT TO ALL OF THE ORDINANCES AND REGULATIONS THEREOF, AND THAT THE DESCRIPTION OF THE BOUNDARIES OF AMERICAN FORK CITY AS SET FORTH IN SECTION 1.12.010 OF THE REVISED ORDINANCES BE AMENDED TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

ORDINANCE NO. 2011-05-14
HARBOR ROAD ANNEXATION PLAT 'C' (720 SOUTH 100 WEST)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE PR-3, PLANNED RESIDENTIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE HARBOR ROAD ANNEXATION PLAT 'A' AND PLAT 'C' ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THAT THE PREVIOUS ANNEXATION ORDINANCE 2005-08-43 FOR THE HARBOR ROAD ANNEXATION PLAT "C" IS DECLARED TO BE NULL AND VOID.

SECTION IV. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 10 DAY OF MAY, 2011.


JAMES H. HADFIELD, MAYOR

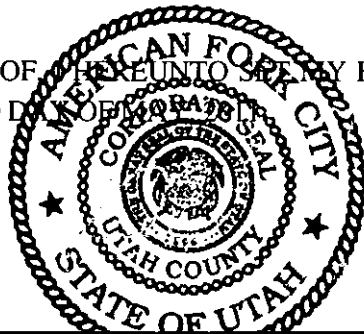
ATTEST:

STATE OF UTAH
COUNTY OF UTAH

ENT 41242:2011 PG 1 of 21
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Jun 03 12:29 pm FEE 0.00 BY EQ
RECORDED FOR AMERICAN FORK CITY

I, TERILYN LURKER, DEPUTY RECORDER OF AMERICAN FORK CITY, UTAH, DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 10 DAY OF MAY, 2011.




TERILYN LURKER, DEPUTY RECORDER

ATTACHMENT A

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

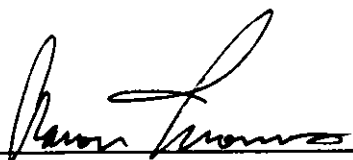
BEGINNING AT A POINT WHICH IS EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE S 00°11'56" W 717.39 FEET; THENCE N 89°22'18" W 987.21 FEET; THENCE NORTH 706.56 FEET; THENCE EAST 16.50 FEET; THENCE NORTH 167.14 FEET; THENCE EAST 973.72 FEET; THENCE S 00°11'56" W 167.14 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINING .19.89 ACRES.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

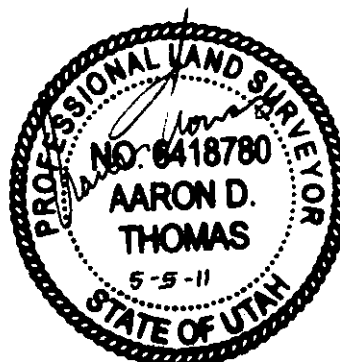
ENT 41242:2011 PG 2 of 21



SURVEYOR

May 5, 2011

DATE



ATTACHMENT B

2-17-11
Amended draft

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ANNEXATION AGREEMENT (Harbor Road Annexation - Plats A and C)

This Agreement, made and entered into this 8 day of March, 2011, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Ivory Development LLC.. (hereafter referred to as "Applicant"), being the current owner of the real property proposed for annexation to City and successor in interest to the initial applicants requesting annexation to City, is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately owned real property situated within the boundary of the Harbor Road Annexation - Plat A and Harbor Road Annexation- Plat C, which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City; and

WHEREAS, the real property within the Harbor Road Annexation - Plats A and C (hereafter referred to as "Annexation Area") constitutes a portion of the territory for which a *Request to Initiate Annexation of Land Within an Island or Peninsula* has been previously received (Harbor Road Annexation), a resolution of intent to annex enacted by the City Council, (Resolution 98-11-47R), and the required public notices and hearings completed; and

WHEREAS, the real property within the Harbor Road Annexations - Plats A and C constitutes a portion of an existing peninsula; and

WHEREAS, the City Council has determined that annexation of the real property within the Harbor Road Annexation - Plats A and C is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto concurrently with the approval and execution of this Agreement and (2) authorize the recording of the annexation plats at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation to City of the territory described on the Harbor Road Annexation - Plat A (Attachment 1) and Harbor Road Annexation - Plat C (Attachment 2), the parties covenant and agree as follows:

SECTION 1. The real property to which the terms of this Agreement apply shall be the private real property within the Annexation Area, and identified on Attachments 1 and 2. Attachments 1 and 2 are hereby adopted by reference.

SECTION 2. Applicant hereby acknowledges that City is not required to approve the Harbor Road Annexation - Plats A and C and that the terms and conditions of annexation, as set

forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant, by virtue of the request for annexation hereby acknowledges and agrees that the benefit received from annexation of the parcel is equal to or greater than the terms, conditions and understandings of annexation set forth under this Agreement and the conditions of development imposed by City upon the property, pursuant to the terms of City's Development Code and Impact Fee Ordinance, and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3. Applicant affirms that it is the sole owner of the Annexation Area and has complete authority to enter into this Agreement and to bind the property hereto.

SECTION 4. City agrees that, pursuant to the terms of the annexation ordinance, the zone classification to be initially attached to the Annexation Area is the PR-3 Planned Residential Zone.

SECTION 5. City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land for residential purposes. Applicant acknowledges that the Annexation Area has significant physical limitations for development including, but not necessarily limited to, the jurisdictional wetlands, high water table and liquefaction potential which require the need for more definitive geotechnical study to determine suitability of the area for development and the scope of remedial actions. Applicant agrees that all plans for development of the property will conform with the terms of the Sensitive Lands Ordinance and the recommendations of the geotechnical study as determined by the City, which determination shall be interpreted to supercede and preclude any proposal to appeal a determination by the City regarding geologic hazard addressed under UCA 10-9a-103(6).

- A. Jurisdictional Wetlands - The U.S. Army Corps of Engineers has previously issued separate wetland determination for Annexation Areas A and C. Pursuant to the determination, the jurisdictional wetland consists of a slough running the full length of the west boundary of the Annexation adjacent to the west boundary and a ditch running along the southern boundary of the Annexation area. Copies of the determination letter are attached (Attachment 3). Any development plan for the area shall provide for preservation of designated wetlands.
- B. High Ground Water Table - The entire Annexation Area consists of lands having a high natural groundwater condition (5 feet or less). Also, the depth to water table is maintained through underground drains. Accordingly, the Annexation Area will be subject to the terms of the City's Sensitive Lands Ordinance regarding high ground water, as follows: (1) The lowest portion of any structure (i.e. footings) shall be constructed a minimum of two feet above the ground water level for the parcel, as determined by the City Engineer. (2) In addition, in any lot which abuts upon an adjacent road constructed or proposed to be constructed at the original ground surface (Perimeter lots adjacent to 100 West, 700 South and twin home portion), the lowest occupied level shall be constructed not less than one (1) foot above the average elevation of the edge of asphalt on the adjacent roadway. (See Section 2-7-2-3)
- C. High Liquefaction Potential - The entire Annexation Area is designated as having al high liquefaction potential. All plans and plats within the area shall conform to the provisions of Section 6-2-4 of the Sensitive Lands Ordinance.

- D. **Surface Water Drainage.** - Development of the Annexation Area will require construction of a storm water drainage system. All plans and plats within the area shall conform to the provisions of Section 4-5-3 of the Sensitive Lands Ordinance.

Applicant further acknowledges and agrees that the provisions of this Section regarding placement of the structures on lots within the Annexation Area are reasonable and appropriate, and constitute conditions of annexation and are not subject to appeal pursuant to UCA 10-9a-703.

SECTION 6. Applicant has also provided an Annexation Concept Plan showing the intended development within the Annexation Area as a Planned Unit Development - Flexible Lot Subdivision Project (Dev Code Section 17.7.502) (Attachment 4). The total Annexation Area contains approximately 30 acres and the Annexation Concept plan proposes 66 one family lots and 10 twin home lots for a total of 86 units. This amount approaches the maximum allowable density assuming that the Annexation Area does not contain any lands having a condition prohibiting development. It also includes areas designate as wetland, an underground drainage system (Attachment 5), a storm water removal system and detention area and a trail system. The Annexation Concept Plan has been reviewed by the Planning Commission and determined by it to be generally consistent with the terms and intent of the Land Use, Transportation, Trails, Drainage and other elements of the General Plan, the proposed zone classification for the area and the terms of the geotechnical studies provided under Section 5. Provided, however, Applicant agrees that the finding of general consistency shall not be construed as a final determination of suitability for development or the allowable number of units allowed within the Annexation Area.

SECTION 7. As part of the Annexation Concept Plan, Applicant has proposed to import fill material and increase the surface elevate the a major portion of the project area by approximately four to six feet above the natural ground surface to: (1) facilitate construction of roads and utilities, (2) enable the lower floor of dwellings to qualify as "basement", and (3) to artificially elevate the ground surface adjacent to the dwellings for the purpose of meeting maximum dwelling height requirements. Attachment 6 shows the portion of the Annexation Area proposed to be filled.

SECTION 8. For purposes of meeting maximum dwelling height requirements, where the entire lot area is to be filled, maximum building heights shall be measured from the final ground surface. For lots proposed to have residences with an exposed basement wall, with, or without a "walk-out basement door", maximum dwelling height will be measured from the finished grade level adjoining the building at all exterior walls, and rear yard areas shall be graded such that surface drainage will not flow to the door opening.

SECTION 9. The Annexation Area includes portions of both 100 West Street (Boat Harbor Road) and 700 South. Both streets are essential to proper vehicular access to and circulation within the Annexation Area. Accordingly, as a condition of annexation, Applicant agrees to convey or cause to be conveyed to City, without cost, the portions of the Annexation Area intended for the major streets and also for lands for trail and drainage purposes as set forth on Attachment 4, which is attached hereto and by this reference made part of this Agreement. City agrees to allow a delay in the actual conveyance of the lands intended for street, trail and drainage purposes until the time of development and to receive title through dedication at the time of recording of a final subdivision plat at the office of the County Recorder.

SECTION 10. The western portion of Storrs Avenue (240 West Street) right-of-way proposed for access to the development within the Annexation Area is not within the boundary of property owned by Applicant and its ownership status is uncertain. However, without the western

portion of the right-of-way area, Storrs Avenue has insufficient width to provide adequate vehicular access to the project area or proposed adjacent lots and placement of required utility lines. Any request for development approval of any portion of the Annexation Area shall require the conveyance of an adequate right-of-way for Storrs Avenue at a width, not less than required to meet City's partial width roadway standard, either by conveyance of title to off-site right-of-way, as shown on the Annexation Concept Plan or additional property owned by Applicant.

SECTION 11. City ordinances require the conveyance of water right, sufficient in amount to meet the anticipated need residents within the Annexation Area. Based on the terms of the Annexation Concept Plan, conveyance of a water right in the amount of 86 acre feet (1 ac.ft./dwelling) is required.

SECTION 12. Applicant has acted to partially satisfy the water rights conveyance requirements as follows:

1. Transfer of all right title and interest in and to water under Water User Claim No. 55-3063 and a portion of WUC 55-2621, in the amount of 29 acre feet, which water rights have heretofore been submitted to and approved for municipal purposes by the Utah State Engineer (Attachment 5). A copy of the deed conveying the water right to City is attached hereto. City acknowledges that the water right conveyed to City is from an "off-premise source" and does not comply with the terms of the current water rights conveyance ordinance. However, acceptance of off-premises water rights was agreed to for this Annexation Area prior to the enactment of the current water rights ordinance and City agrees to accept the rights under WUC 55-3063 and 55-2621.
2. Conveyance of 8.28 shares of American Fork Irrigation Company stock (Certificate # 9016) in the amount of 16.56 acre feet.
3. Conveyance of 5 shares of Lehi Irrigation Company stock (Certificate # 2316) in the amount of 10.0 acre feet.
4. Conveyance of 9 shares of pleasant Grove Irrigation Company stock (Certificate # 6954) in the amount of 14.4 acre feet.

SECTION 13. Based on the Annexation Concept Plan, additional water right will be required in the amount of 16 acre feet, with the final amount to be determined at the time of approval of the preliminary plan

SECTION 14. No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or his successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 15. Development of the site requires the extension of water and sewer lines connecting to existing facilities. Applicant acknowledges that an "off-site" sewer line will be required to convey effluent from the Annexation Area to adequate sewer collection and treatment facilities. Water mains, both culinary and pressurized irrigation, will also need to be extended to the site and throughout the project area. City may require that some or all of these facilities be oversized. The extent of any oversizing and any provisions for initial construction and cost sharing

or reimbursement by City will be established at the time of final approval of any development project and in accordance with Chapter 17.8.112 and 17.10 of the Development Code and other applicable City policies relating thereto.

SECTION 16. Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

SECTION 17. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to City of American Fork, 51 East Main Street,, American Fork, Utah 84003
- b. If to Applicant, to Ivory Development LLC, 978 Woodoak Lane, Salt Lake City, Utah 84117.

SECTION 18. This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first mentioned above.

IVORY DEVELOPMENT LLC.

by: _____

its: _____

Ant P. [Signature]

PRESIDENT

AMERICAN FORK CITY

by: _____

Mayor

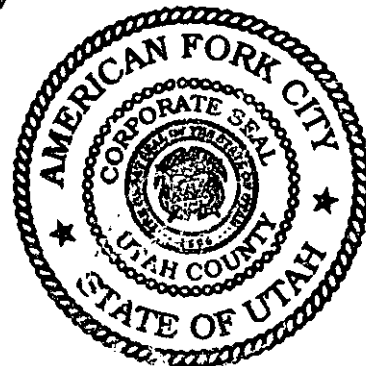
[Signature]

Mayor

ATTEST:

Christy [Signature]

City Recorder
Deputy



LIST OF ATTACHMENTS

- Attachment 1.** Copy of Annexation Plat A Portion
- Attachment 2** Copy of Annexation Plat C portion
- Attachment 3.** Westland Determination Letter
- Attachment 4.** Annexation Concept plan.
- Attachment 5.** Map of existing and proposed underground drainage system
- Attachment 6.** Boundary of areas proposed to be filled
- Attachment 7** Copy of water rights conveyance documents.

In the event of a proposal to appeal the terms of a geologic hazard addressed in this Agreement,

shall be interpreted to supercede and preclude any proposal to appeal a determination by the City regarding any geologic hazard addressed under this Section

ATTACHMENT 1

SURVEYOR'S CERTIFICATE

DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR AND THAT I HOLD CERTIFICATE NO. 10000 IN THE STATE OF UTAH. I HAVE PREPARED THIS MAP AS THE AUTHORITY OF THE OWNERS ON THIS PLAT AND DESCRIBED HEREON AND THAT IT IS TRUE AND CORRECT. I ALSO CERTIFY THAT THE BOUNDARY IS BOUNDED AND DESCRIBED AS SHOWN BELOW.

DATE _____ SURVEYOR (SEE SEAL BEHIND)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING AMERICAN FORK CITY BOUNDARY LINE, SAID POINT BEING LOCATED S 89°48'04" E ALONG THE SECTION LINE 73.61 FEET AND NORTH 631.01 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

RUNNING THENCE S 01°08'42" W 463.71 FEET; THENCE WEST 1013.57 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY LINE; THENCE N 01°03'23" E 478.13 FEET ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY LINE; THENCE S 89°11'03" E 1014.12 FEET TO THE EXISTING AMERICAN FORK CITY BOUNDARY LINE TO THE POINT OF BEGINNING.

CONTAINING 10.98 ACRES.

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DAILY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND DESCRIBED HEREON TO THE EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS THE TRACT PROPOSED FOR ANNEXATION TO THE CITY, THE MAP, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE UTAH MUNICIPAL CODE, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT TO BE KNOWN HEREON AS PART OF THE AMERICAN FORK CITY, UTAH, AND DO HEREBY CERTIFY AS THE HARBOR ROAD ANNEXATION PLAT "A".

DATED THIS _____ DAY OF _____ 2011.

APPROVED: _____ CITY ENGINEER (SEE SEAL BEHIND)

ATTEST: _____ CITY CLERK-RECORDER (SEE SEAL BEHIND)

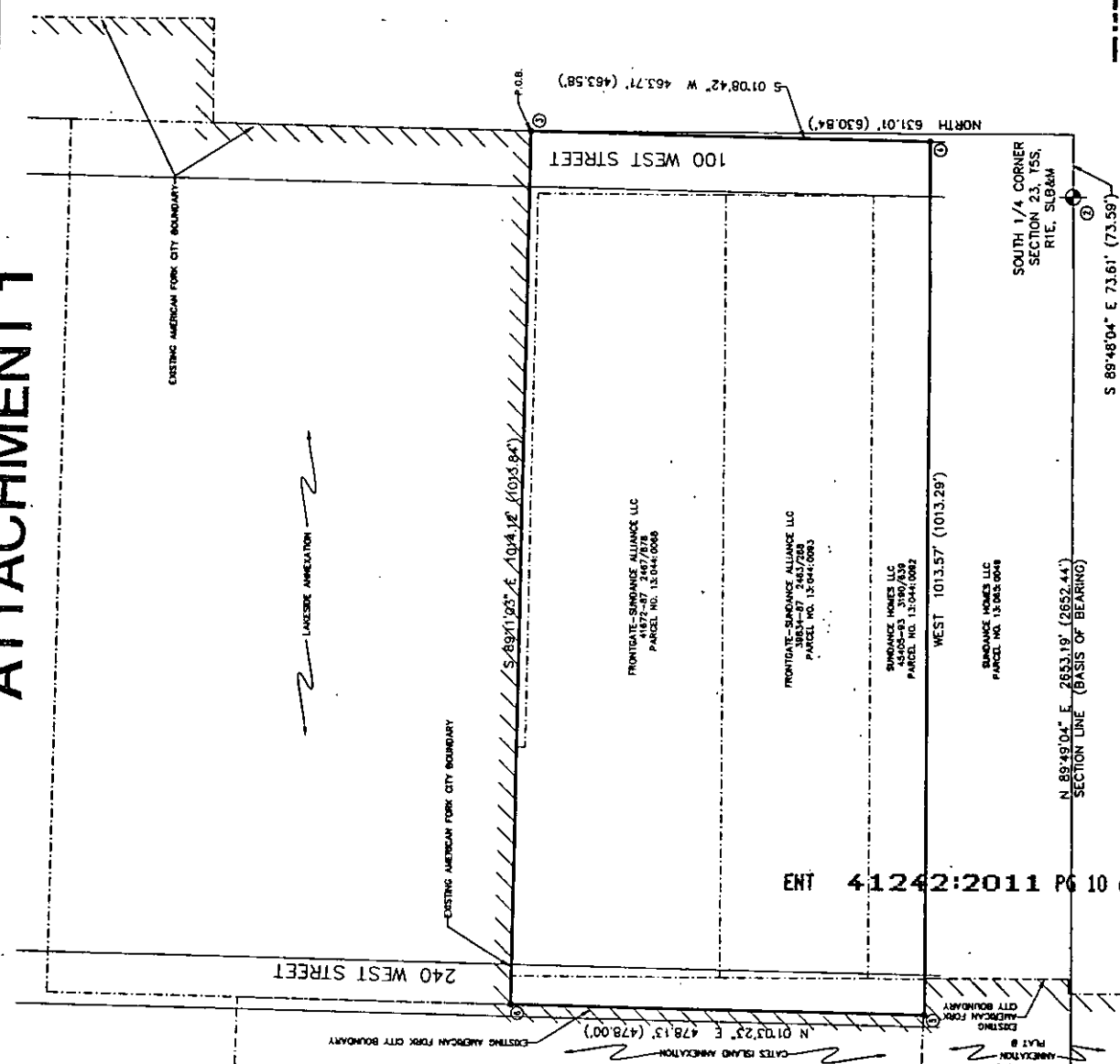
HARBOR ROAD ANNEXATION PLAT "A"

AMERICAN FORK CITY, UTAH

LOCATED IN THE NW 1/4 & NE 1/4 OF SECTION 23, T5S, R1E, SLB&M

JUDICIAL DISTRICT: _____ COUNTY, STATE OF UTAH

SCALE: 1" = 50' (SEE SEAL BEHIND)



STATE PLANE COORDINATES

COORDINATE #	NORTHING	EASTING
1	738,269.45	1913,527.41
2	738,277.89	1916,178.12
3	739,908.47	1916,252.71
4	739,444.98	1916,243.44
5	739,444.88	1915,230.18
6	739,922.90	1915,238.97

GRID FACTOR = 0.998734

FRED M. JOHNSON
20417-72 1309/700

VICINITY SKETCH

SOUTHWEST CORNER SECTION 23, T5S, R1E, SLB&M

SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND CORRECT COPY OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS EAST 64.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;
 RUNNING THENCE S 00°11'56" W 717.39 FEET; THENCE N 89°22'18" W 167.14 FEET; THENCE N 00°11'56" W 717.39 FEET; THENCE EAST 16.50 FEET; THENCE NORTH 16.50 FEET; THENCE WEST 167.14 FEET; THENCE S 00°11'56" W 167.14 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINING 19.89 ACRES.
 BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

SURVEYOR

DATE

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DAILY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HEREBY CERTIFY THAT WE HAVE REVIEWED THE PROCEEDINGS FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, AND WE HEREBY CERTIFY THAT THE PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED A MAJORITY OF THE COUNCIL MEMBERS VOTED IN FAVOR THEREOF; AND (2) ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-416 UTAH CODE ANNOTATED, AS AMENDED, AND (3) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON TO AMERICAN FORK CITY, TO BE KNOWN HEREINAFTER AS THE HARBOR ROAD ANNEXATION PLAT "C".

ATTEST:

RECORDER

ANNEXATION PLAT

HARBOR ROAD ANNEXATION PLAT "C"

AMERICAN FORK CITY

LOCATED & SIGNED 23 & 28
 RECORDS SECTION 10, T.5S, R.1E,
 SALT LAKE COUNTY, UTAH

SCALE: 1"=60'

ATTACHMENT 2
 HARBOR ROAD ANNEXATION PLAT A

EXISTING AMERICAN FORK CITY BOUNDARY AS PER HARBOR ROAD ANNEXATION PLAT A

S 00°11'56" W 167.14' P.O.B.

SOUTH 1/4 CORNER
 SEC 23, T5S, R1E, SLB&M

EAST 66.00'

100 WEST STREET

MARJORIE S. HATCH
 PARCEL NO. 13-065-02

SECTION LINE

NORTH 167.14'

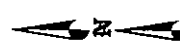
EAST 16.50'

NORTH 206.56'

HARBOR ROAD ANNEXATION PLAT B

N 69°22'18" W 717.39'

EXISTING AMERICAN FORK CITY BOUNDARY AS PER HARBOR ROAD ANNEXATION PLAT B



SCALE 1"=60'



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REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

May 24, 2006

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Regulatory Branch (200550572)

ATTACHMENT 3

Bill Bang
Utah Property Development
6629 South 1300 East
Salt Lake City, Utah 84121

Dear Mr. Bang:

We are responding to your consultant's request for an approved jurisdictional determination for the Utah Property Development - American Fork site. This approximately 20.0-acre site is located Section 26, Township 5 South, Range 1 East, SLB&M, Latitude 40° 21' 48.4", Longitude 111° 48' 11.5", Utah County, Utah.

Based on available information, and a December 2, 2005 site visit by James McMillan of this office, we concur with the estimate of waters of the United States, as depicted on the enclosed September 23, 2005, Utah Property Development 20 Acre, American Fork Utah Site Wetland Delineation drawing prepared by Adam Morrill of PEPG Engineering, LLC. Approximately 0.29 acre of waters of the United States, including wetlands, identified as "Ditch A" and "Ditch B," are present within the survey area. These waters are regulated under Section 404 of the Clean Water Act since they are tributary to Utah Lake, a navigable-in-fact waterway with ties to interstate or foreign commerce.

The 0.03-acre water identified as "Stock Pond" on the attached drawing is a stock pond excavated in uplands, and does not fall under Section 404 jurisdiction. Additionally, the distributary channel which conveys water from "Ditch A" to the "Stock Pond" is also a non-jurisdictional feature, because it is excavated in uplands as well.

The waters identified as "Ditch C" (0.05 acre) and "Wet Swale" (0.02 acre) on the above drawing are intrastate isolated water with no apparent interstate or foreign commerce connection. As such, these waters are not currently regulated by the Corps of Engineers. This disclaimer of jurisdiction is only for Section 404 of the Federal Clean Water Act. Other Federal, State, and local laws may apply to your activities. In particular, you may need concurrence from the U.S. Fish and Wildlife regarding the presence or absence of suitable *Spiranthes diluvialis* (Ute ladies'-tresses) habitat on you 20-acre project area.

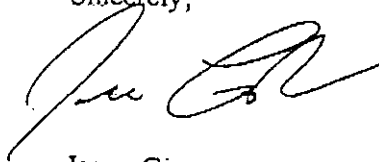
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This verification is valid for five years from the date of this letter, unless new information warrants revision of the determination before the expiration date. A *Notification of Administrative Appeal Options and Process and Request for Appeal* form is enclosed. If you wish to appeal this approved jurisdictional determination, please follow the procedures on the form. You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This determination has been conducted to identify the limits of Corps of Engineers' Clean Water Act jurisdiction for the particular site identified in this request. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are USDA program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

Please refer to identification number 200550572 in any correspondence concerning this project. If you have any questions, please contact James McMillan at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, email james.m.mcmillan@usace.army.mil, or telephone 801-295-8320, extension 17.

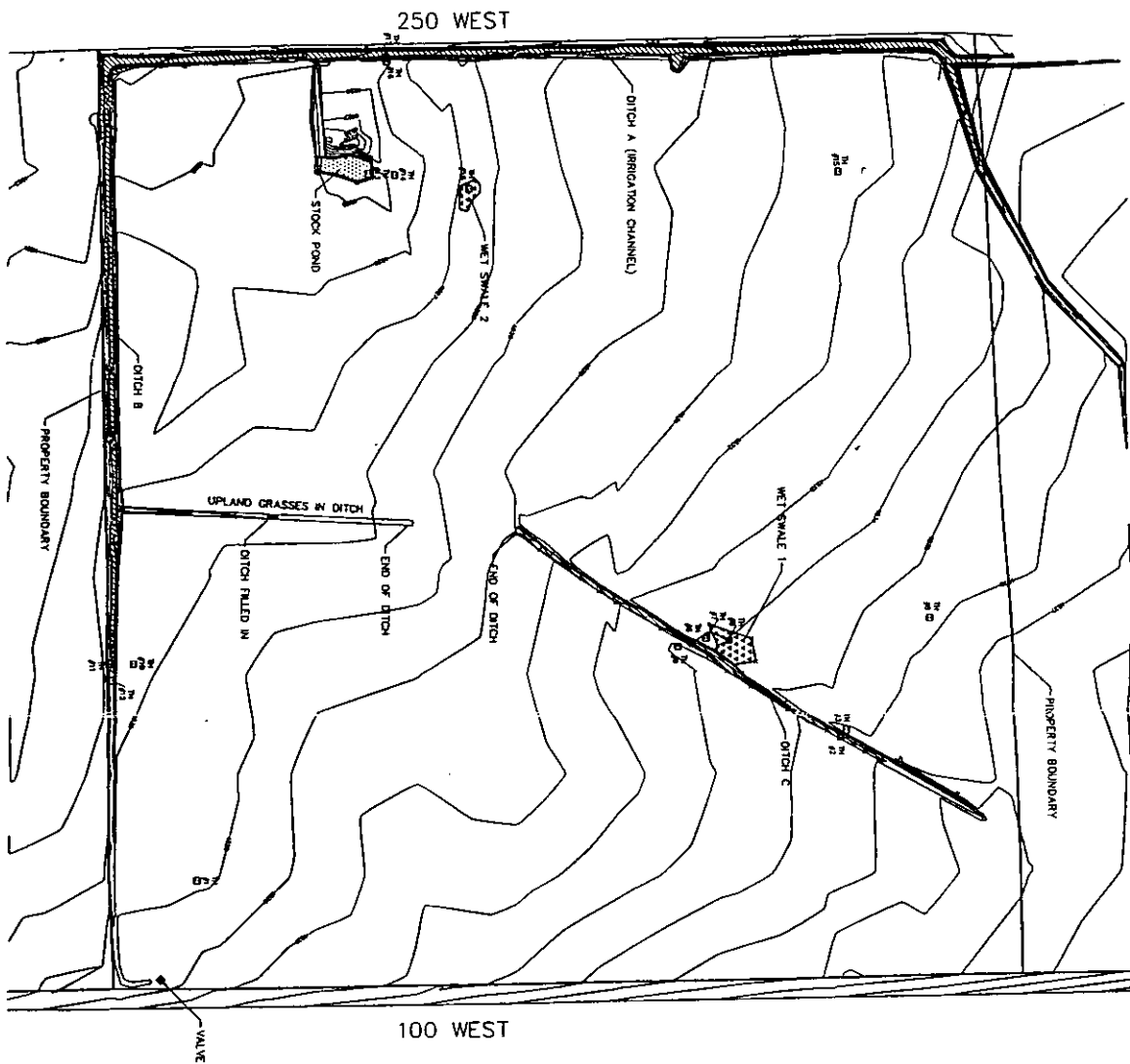
Sincerely,



Jason Gipson
Chief, Utah Regulatory Office

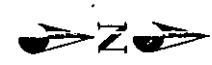
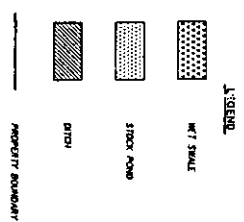
Copy furnished:

Adam Morrill, PEPG Engineering, LLC, 421 West 12300 South, Suite 400, Draper, Utah 84020-2312



NOTES:
 1. A COMMON NON-AMPHIBIOUS WETLAND ON THE SITE ARE DITCH B, DITCH C, STOCK POND, AND THE WET SWALES DETERMINED BY THE FOLLOWING CRITERIA:
 2. WETLANDS ARE LOCATED IN AN UPLAND AREA TO CONVEY AMPHIBIOUS WATER FROM THE WETLANDS ON THE EAST END OF THE PROPERTY.
 3. DITCH C AND DIT WET SWALE FEATURES ARE FORMALLY SEPARATED FROM THE WETLANDS BY A PROPERTY LINE.
 4. THE STOCK POND ON THE PROPERTY IS AN ARTIFICIAL FEATURE.
 5. THE WETLANDS ARE FORMALLY SEPARATED FROM THE SITE BY DITCH A, DITCH B, AND DITCH C.
 6. THE DITCH CONVEYS WATER AND AMPHIBIOUS WATER AND EVENTUALLY DISCHARGES INTO THE VALLEY.

WETLAND AREA	ACRES	SQUARE FEET
DITCH A	0.21	9,232
DITCH B	0.98	42,812
DITCH C	0.09	3,774
WET SWALE 1	0.02	1,043
STOCK POND	0.03	1,173
WET SWALE 2	0.01	439
TOTAL	1.34	57,473



UTAH PROPERTY DEVELOPMENT
 20 ACRE, AMERICAN FORK, UTAH SITE
WETLAND DELINEATION

SEPTEMBER 21 2009 4424.0419 JLM/NET_ML_03
 PROJECT NUMBER DRAWING FILE

PEPG ENGINEERING, L.L.C.
 421 W. CEDAR ST. SUITE 200 • DRAPER, UT 84020
 PH (801) 552-2521 • FAX (801) 552-2520

CIVIL ENGINEERING - LAND SURVEYING - GPS
 WETLANDS CONSTRUCTION MANAGEMENT
 LAND PLANNING - ENVIRONMENTAL

DATE: 08/23/09
 SURVEY BY: MDCOH
 DRAWN BY: MDCOH
 CHECKED BY: AMB
 SCALE: 1"=100'

NO.	DESCRIPTION	DATE	APP.
1	ADDED WET SWALE ON NORTH OF STOCK POND	8/23/09	JWS

AMERICAN FORK
 SHEET NO. 1



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO, CALIFORNIA 95814-2922

October 16, 2006

Regulatory Branch (200050371)

ENT 41242:2011 PG 15 of 21

Bill Bang
Utah Property Development
6629 South 1300 East
Salt Lake City, Utah 84121

ATTACHMENT 3 (CONT)

Dear Mr. Bang:

This concerns our June 15, 2006 letter re-verifying a wetland delineation conducted on your Utah Property Development 10-acre site. The project area is located in Section 23, Township 5 South, Range 1 East, SLB&M, in American Fork, Utah County, Utah.

In our letter we stated that, "*Approximately 500 linear feet (0.03 acre) of waters of the United States (drainage ditches), including wetlands, are present within the survey area.*" This is boiler plate language that is contained in every delineation verification letter we issue, because it identifies wetlands as a subset of waters of the U.S. American Fork City has sought clarification on this issue, as there is some confusion about which areas are regulated under our Clean Water Act jurisdiction.

Our jurisdiction is limited to the ditch running along the west parcel boundary only; this feature is labeled "Ditch A." The 0.03 acre (500 ft.-long) Ditch A is a water of the U.S. because it is tributary to Utah Lake, a navigable-in-fact waterway with ties to interstate or foreign commerce.

The Corps does not claim jurisdiction over any other portion of this parcel. Therefore, we do not claim jurisdiction over the areas labelled "Ditch B," "Ditch C," and "Ditch D."

Please refer to identification number 200050371 in any correspondence concerning this project. If you have any questions, please contact me at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, email james.m.mcmillan@usace.army.mil, or telephone 801.295.8380 x17.

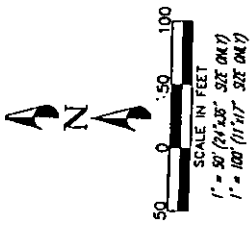
Sincerely,

James McMillan
Senior Project Manager

Enclosure(s)

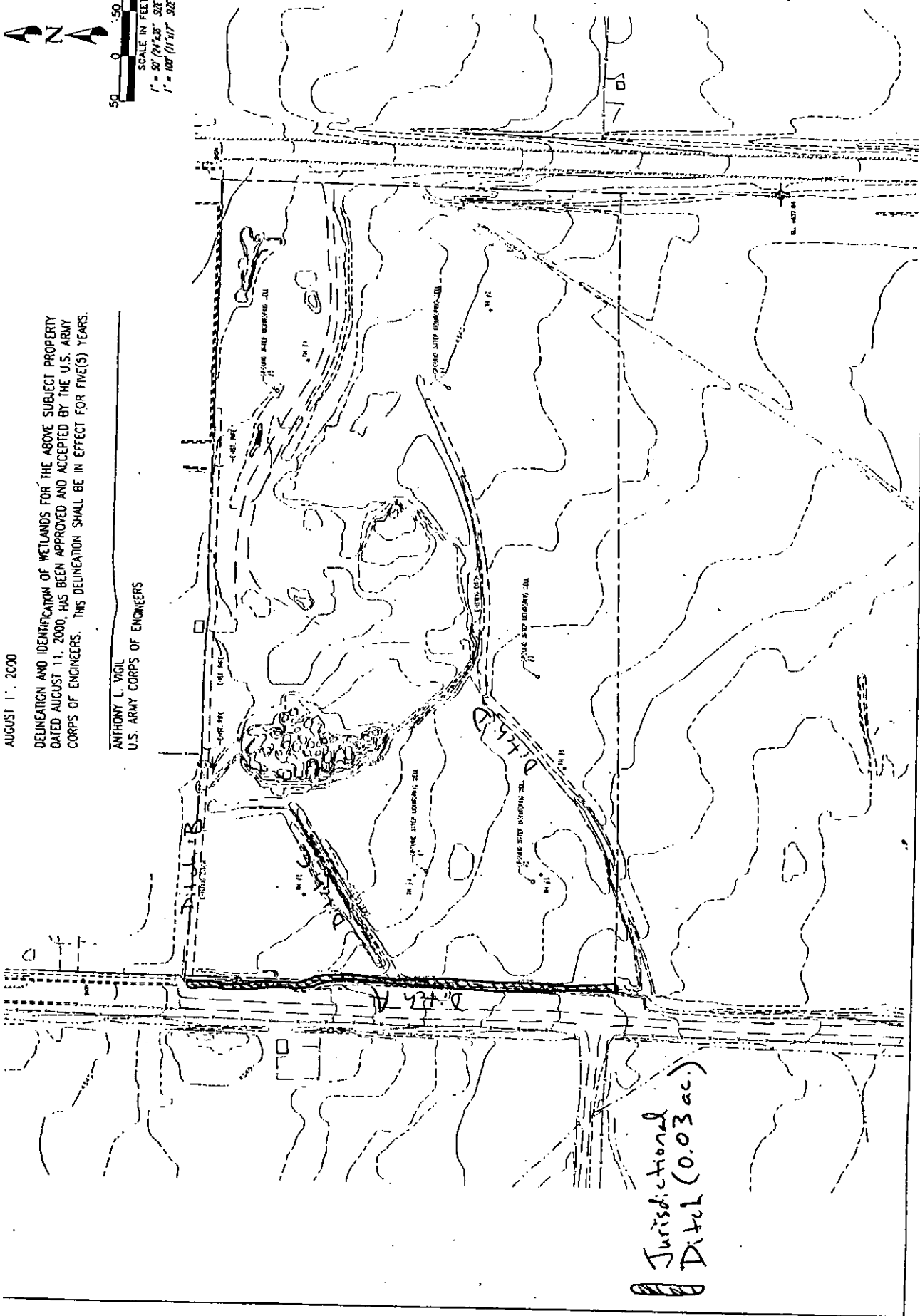
Copies Furnished:

Adam Morrill, PEPG Engineering, LLC, 421 West 12300 South, Suite 400, Draper, Utah 84020
James Hansen, American Fork City, Planning Commission, 31 North Church Street, American Fork,
Utah 84003



AUGUST 11, 2000
 DELINEATION AND IDENTIFICATION OF WETLANDS FOR THE ABOVE SUBJECT PROPERTY
 DATED AUGUST 11, 2000, HAS BEEN APPROVED AND ACCEPTED BY THE U.S. ARMY
 CORPS OF ENGINEERS. THIS DELINEATION SHALL BE IN EFFECT FOR FIVE(S) YEARS.

ANTHONY L. VIGIL
 U.S. ARMY CORPS OF ENGINEERS



Jurisdictional
 Ditch (0.03 ac.)

DATE	1/11/11
BY	WJ
CHECKED	WJ
SCALE	1"=60'

HARBOR VILLAGE
 A FLEXIBLE LOT PLANNED UNIT DEVELOPMENT

ATTACHMENT 4



ENT 41242:2011 PG 17 of 21

LOT SIZE DISTRIBUTION

LOT TYPE	NUMBER OF LOTS	MIN. AREA (SQ FT)	MAX. AREA (SQ FT)	TOTAL AREA (SQ FT)	AVG. DENSITY
Single Family 1,500 to 1,999 SF	24	1,500	1,999	47,976	1.00
Single Family 2,000 to 2,499 SF	12	2,000	2,499	30,000	1.00
Single Family 2,500 to 2,999 SF	12	2,500	2,999	36,000	1.00
Single Family 3,000 to 3,499 SF	12	3,000	3,499	42,000	1.00
Single Family 3,500 to 3,999 SF	12	3,500	3,999	48,000	1.00
Single Family 4,000 to 4,499 SF	12	4,000	4,499	54,000	1.00
Single Family 4,500 to 4,999 SF	12	4,500	4,999	60,000	1.00
Single Family 5,000 to 5,499 SF	12	5,000	5,499	66,000	1.00
Single Family 5,500 to 5,999 SF	12	5,500	5,999	72,000	1.00
Single Family 6,000 to 6,499 SF	12	6,000	6,499	78,000	1.00
Single Family 6,500 to 6,999 SF	12	6,500	6,999	84,000	1.00
Single Family 7,000 to 7,499 SF	12	7,000	7,499	90,000	1.00
Single Family 7,500 to 7,999 SF	12	7,500	7,999	96,000	1.00
Single Family 8,000 to 8,499 SF	12	8,000	8,499	102,000	1.00
Single Family 8,500 to 8,999 SF	12	8,500	8,999	108,000	1.00
Single Family 9,000 to 9,499 SF	12	9,000	9,499	114,000	1.00
Single Family 9,500 to 9,999 SF	12	9,500	9,999	120,000	1.00
Single Family 10,000 to 10,499 SF	12	10,000	10,499	126,000	1.00
Single Family 10,500 to 10,999 SF	12	10,500	10,999	132,000	1.00
Single Family 11,000 to 11,499 SF	12	11,000	11,499	138,000	1.00
Single Family 11,500 to 11,999 SF	12	11,500	11,999	144,000	1.00
Single Family 12,000 to 12,499 SF	12	12,000	12,499	150,000	1.00
Single Family 12,500 to 12,999 SF	12	12,500	12,999	156,000	1.00
Single Family 13,000 to 13,499 SF	12	13,000	13,499	162,000	1.00
Single Family 13,500 to 13,999 SF	12	13,500	13,999	168,000	1.00
Single Family 14,000 to 14,499 SF	12	14,000	14,499	174,000	1.00
Single Family 14,500 to 14,999 SF	12	14,500	14,999	180,000	1.00
Single Family 15,000 to 15,499 SF	12	15,000	15,499	186,000	1.00
Single Family 15,500 to 15,999 SF	12	15,500	15,999	192,000	1.00
Single Family 16,000 to 16,499 SF	12	16,000	16,499	198,000	1.00
Single Family 16,500 to 16,999 SF	12	16,500	16,999	204,000	1.00
Single Family 17,000 to 17,499 SF	12	17,000	17,499	210,000	1.00
Single Family 17,500 to 17,999 SF	12	17,500	17,999	216,000	1.00
Single Family 18,000 to 18,499 SF	12	18,000	18,499	222,000	1.00
Single Family 18,500 to 18,999 SF	12	18,500	18,999	228,000	1.00
Single Family 19,000 to 19,499 SF	12	19,000	19,499	234,000	1.00
Single Family 19,500 to 19,999 SF	12	19,500	19,999	240,000	1.00
Single Family 20,000 to 20,499 SF	12	20,000	20,499	246,000	1.00
Single Family 20,500 to 20,999 SF	12	20,500	20,999	252,000	1.00
Single Family 21,000 to 21,499 SF	12	21,000	21,499	258,000	1.00
Single Family 21,500 to 21,999 SF	12	21,500	21,999	264,000	1.00
Single Family 22,000 to 22,499 SF	12	22,000	22,499	270,000	1.00
Single Family 22,500 to 22,999 SF	12	22,500	22,999	276,000	1.00
Single Family 23,000 to 23,499 SF	12	23,000	23,499	282,000	1.00
Single Family 23,500 to 23,999 SF	12	23,500	23,999	288,000	1.00
Single Family 24,000 to 24,499 SF	12	24,000	24,499	294,000	1.00
Single Family 24,500 to 24,999 SF	12	24,500	24,999	300,000	1.00
Single Family 25,000 to 25,499 SF	12	25,000	25,499	306,000	1.00
Single Family 25,500 to 25,999 SF	12	25,500	25,999	312,000	1.00
Single Family 26,000 to 26,499 SF	12	26,000	26,499	318,000	1.00
Single Family 26,500 to 26,999 SF	12	26,500	26,999	324,000	1.00
Single Family 27,000 to 27,499 SF	12	27,000	27,499	330,000	1.00
Single Family 27,500 to 27,999 SF	12	27,500	27,999	336,000	1.00
Single Family 28,000 to 28,499 SF	12	28,000	28,499	342,000	1.00
Single Family 28,500 to 28,999 SF	12	28,500	28,999	348,000	1.00
Single Family 29,000 to 29,499 SF	12	29,000	29,499	354,000	1.00
Single Family 29,500 to 29,999 SF	12	29,500	29,999	360,000	1.00
Single Family 30,000 to 30,499 SF	12	30,000	30,499	366,000	1.00
Single Family 30,500 to 30,999 SF	12	30,500	30,999	372,000	1.00
Single Family 31,000 to 31,499 SF	12	31,000	31,499	378,000	1.00
Single Family 31,500 to 31,999 SF	12	31,500	31,999	384,000	1.00
Single Family 32,000 to 32,499 SF	12	32,000	32,499	390,000	1.00
Single Family 32,500 to 32,999 SF	12	32,500	32,999	396,000	1.00
Single Family 33,000 to 33,499 SF	12	33,000	33,499	402,000	1.00
Single Family 33,500 to 33,999 SF	12	33,500	33,999	408,000	1.00
Single Family 34,000 to 34,499 SF	12	34,000	34,499	414,000	1.00
Single Family 34,500 to 34,999 SF	12	34,500	34,999	420,000	1.00
Single Family 35,000 to 35,499 SF	12	35,000	35,499	426,000	1.00
Single Family 35,500 to 35,999 SF	12	35,500	35,999	432,000	1.00
Single Family 36,000 to 36,499 SF	12	36,000	36,499	438,000	1.00
Single Family 36,500 to 36,999 SF	12	36,500	36,999	444,000	1.00
Single Family 37,000 to 37,499 SF	12	37,000	37,499	450,000	1.00
Single Family 37,500 to 37,999 SF	12	37,500	37,999	456,000	1.00
Single Family 38,000 to 38,499 SF	12	38,000	38,499	462,000	1.00
Single Family 38,500 to 38,999 SF	12	38,500	38,999	468,000	1.00
Single Family 39,000 to 39,499 SF	12	39,000	39,499	474,000	1.00
Single Family 39,500 to 39,999 SF	12	39,500	39,999	480,000	1.00
Single Family 40,000 to 40,499 SF	12	40,000	40,499	486,000	1.00
Single Family 40,500 to 40,999 SF	12	40,500	40,999	492,000	1.00
Single Family 41,000 to 41,499 SF	12	41,000	41,499	498,000	1.00
Single Family 41,500 to 41,999 SF	12	41,500	41,999	504,000	1.00
Single Family 42,000 to 42,499 SF	12	42,000	42,499	510,000	1.00
Single Family 42,500 to 42,999 SF	12	42,500	42,999	516,000	1.00
Single Family 43,000 to 43,499 SF	12	43,000	43,499	522,000	1.00
Single Family 43,500 to 43,999 SF	12	43,500	43,999	528,000	1.00
Single Family 44,000 to 44,499 SF	12	44,000	44,499	534,000	1.00
Single Family 44,500 to 44,999 SF	12	44,500	44,999	540,000	1.00
Single Family 45,000 to 45,499 SF	12	45,000	45,499	546,000	1.00
Single Family 45,500 to 45,999 SF	12	45,500	45,999	552,000	1.00
Single Family 46,000 to 46,499 SF	12	46,000	46,499	558,000	1.00
Single Family 46,500 to 46,999 SF	12	46,500	46,999	564,000	1.00
Single Family 47,000 to 47,499 SF	12	47,000	47,499	570,000	1.00
Single Family 47,500 to 47,999 SF	12	47,500	47,999	576,000	1.00
Single Family 48,000 to 48,499 SF	12	48,000	48,499	582,000	1.00
Single Family 48,500 to 48,999 SF	12	48,500	48,999	588,000	1.00
Single Family 49,000 to 49,499 SF	12	49,000	49,499	594,000	1.00
Single Family 49,500 to 49,999 SF	12	49,500	49,999	600,000	1.00
Single Family 50,000 to 50,499 SF	12	50,000	50,499	606,000	1.00
Single Family 50,500 to 50,999 SF	12	50,500	50,999	612,000	1.00
Single Family 51,000 to 51,499 SF	12	51,000	51,499	618,000	1.00
Single Family 51,500 to 51,999 SF	12	51,500	51,999	624,000	1.00
Single Family 52,000 to 52,499 SF	12	52,000	52,499	630,000	1.00
Single Family 52,500 to 52,999 SF	12	52,500	52,999	636,000	1.00
Single Family 53,000 to 53,499 SF	12	53,000	53,499	642,000	1.00
Single Family 53,500 to 53,999 SF	12	53,500	53,999	648,000	1.00
Single Family 54,000 to 54,499 SF	12	54,000	54,499	654,000	1.00
Single Family 54,500 to 54,999 SF	12	54,500	54,999	660,000	1.00
Single Family 55,000 to 55,499 SF	12	55,000	55,499	666,000	1.00
Single Family 55,500 to 55,999 SF	12	55,500	55,999	672,000	1.00
Single Family 56,000 to 56,499 SF	12	56,000	56,499	678,000	1.00
Single Family 56,500 to 56,999 SF	12	56,500	56,999	684,000	1.00
Single Family 57,000 to 57,499 SF	12	57,000	57,499	690,000	1.00
Single Family 57,500 to 57,999 SF	12	57,500	57,999	696,000	1.00
Single Family 58,000 to 58,499 SF	12	58,000	58,499	702,000	1.00
Single Family 58,500 to 58,999 SF	12	58,500	58,999	708,000	1.00
Single Family 59,000 to 59,499 SF	12	59,000	59,499	714,000	1.00
Single Family 59,500 to 59,999 SF	12	59,500	59,999	720,000	1.00
Single Family 60,000 to 60,499 SF	12	60,000	60,499	726,000	1.00
Single Family 60,500 to 60,999 SF	12	60,500	60,999	732,000	1.00
Single Family 61,000 to 61,499 SF	12	61,000	61,499	738,000	1.00
Single Family 61,500 to 61,999 SF	12	61,500	61,999	744,000	1.00
Single Family 62,000 to 62,499 SF	12	62,000	62,499	750,000	1.00
Single Family 62,500 to 62,999 SF	12	62,500	62,999	756,000	1.00
Single Family 63,000 to 63,499 SF	12	63,000	63,499	762,000	1.00
Single Family 63,500 to 63,999 SF	12	63,500	63,999	768,000	1.00
Single Family 64,000 to 64,499 SF	12	64,000	64,499	774,000	1.00
Single Family 64,500 to 64,999 SF	12	64,500	64,999	780,000	1.00
Single Family 65,000 to 65,499 SF	12	65,000	65,499	786,000	1.00
Single Family 65,500 to 65,999 SF	12	65,500	65,999	792,000	1.00
Single Family 66,000 to 66,499 SF	12	66,000	66,499	798,000	1.00
Single Family 66,500 to 66,999 SF	12	66,500	66,999	804,000	1.00
Single Family 67,000 to 67,499 SF	12	67,000	67,499	810,000	1.00
Single Family 67,500 to 67,999 SF	12	67,500	67,999	816,000	1.00
Single Family 68,000 to 68,499 SF	12	68,000	68,499	822,000	1.00
Single Family 68,500 to 68,999 SF	12	68,500	68,999	828,000	1.00
Single Family 69,000 to 69,499 SF	12	69,000	69,4		

DATE	NOV 11 2011
BY	BERG
CHECKED	
APPROVED	

HARBOR VILLAGE

A FLEXIBLE LOT PLANNED UNIT DEVELOPMENT

ATTACHMENT 6



LEGEND

- SEAM CHANGES
- PARTIALLY BASEMENT
- FULLY BASEMENT

ENT 41242:2011 PG 19 of 21

TABULATIONS

TOTAL AREA	38.53 AC
AREA OF EXISTING ROAD	8.144 AC
NET AREA	30.386 AC
AREA OF TRAIL/OPEN LANDSCAPE	7.386 AC
AREA OF PAVEMENT	12.999 AC
TOTAL NUMBER OF LOTS	19,312 SF
NET AVAILABLE LOTS	19,312 SF

LOT SIZE DISTRIBUTION

BLDG TYPE	MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
BLDG TYPE	18	18	18	18
OPTIONAL	0	0	174	21
	N/A	N/A	235	21
	2,097	1,500	223	22
	TOTAL 45		1000	66

LOT SIZE DISTRIBUTION

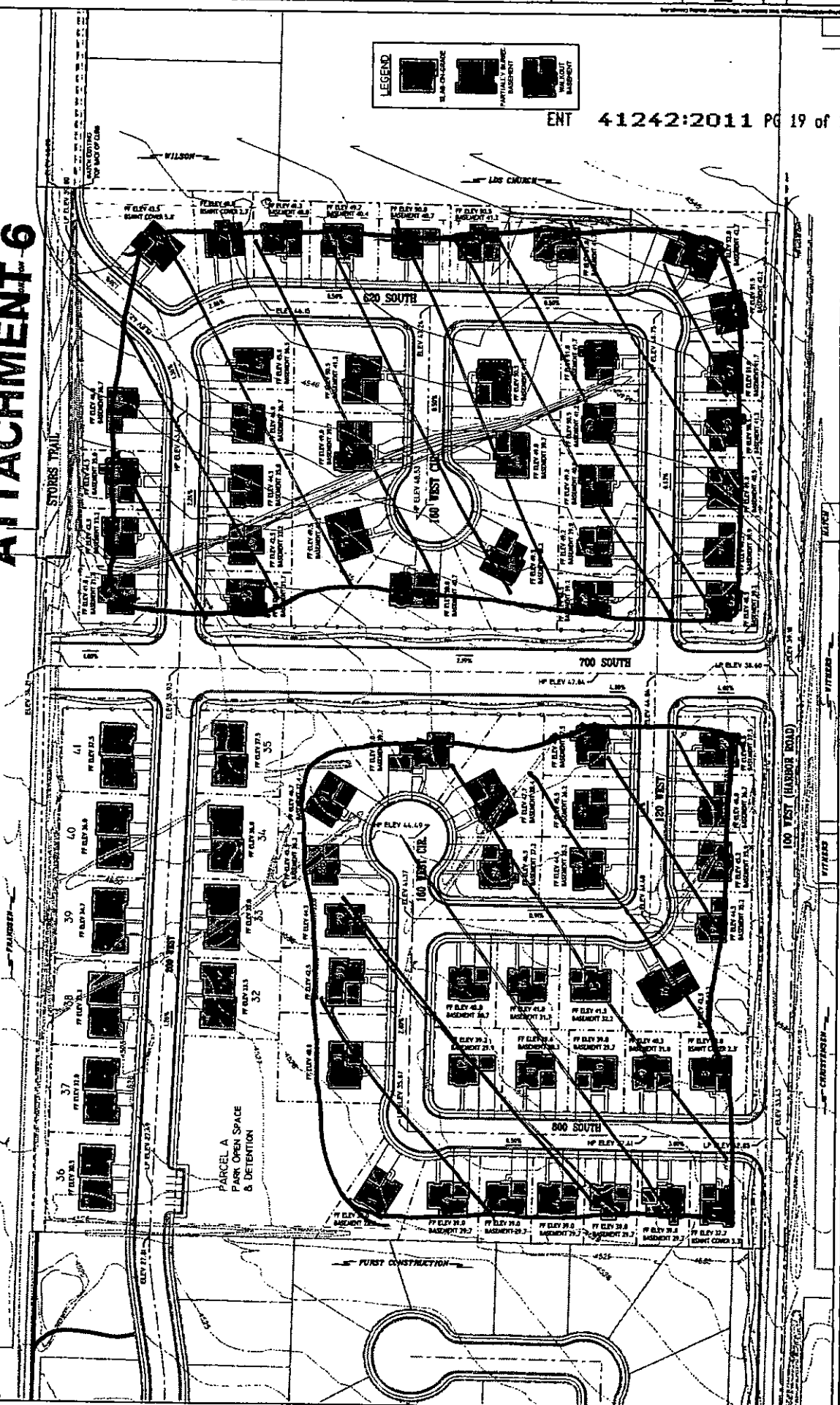
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OPTIONAL	0	0	174	21
	N/A	N/A	235	21
	2,097	1,500	223	22
	TOTAL 45		1000	66

LOT SIZE DISTRIBUTION

BLDG TYPE	18	18	18	18
OPTIONAL	0	0	174	21
	N/A	N/A	235	21
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	TOTAL 45		1000	66

LOT SIZE DISTRIBUTION

BLDG TYPE	18	18	18	18
OPTIONAL	0	0	174	21
	N/A	N/A	235	21
	2,097	1,500	223	22
	TOTAL 45		1000	66



PROPOSED FIVE AREA

ATTACHMENT 3

When Recorded mail to:
AMERICAN FORK CITY
ATTN: Rod Despain
31 N Church
American Fork, UT 84003

ENT 110596:2005 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Sep 30 11:33 am FEE 0.00 BY SIM
RECORDED FOR AMERICAN FORK CITY

Original Replacement WATER DEED

ENT 41242:2005 PG 20 of 21

WHITE EAGLE FARMS AND KINGSBURY WILDLIFE FARMS

GRANTOR(s)

of Provo, County of Utah, State of UTAH
I hereby Convey(s) to
AMERICAN FORK CITY, a Municipal Corporation

GRANTEE(s)

of American Fork, County of Utah, STATE OF UTAH

FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE
CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE
HEREBY ACKNOWLEDGED GRANTOR HEREBY CONVEYS TO GRANTEE
WITHOUT WARRANTY:

29 ACRE FEET OF WATER AND RELATED RIGHTS AS ORIGINATING
FROM THOSE WELLS AND WATER RIGHTS DESCRIBED IN THE
ATTACHED EXHIBIT "A"

WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS

Sept 6, 2005
~~October 7, 2002~~

K. S. Judd
WHITE EAGLE FARMS
By: K. S. Judd, Managing Partner

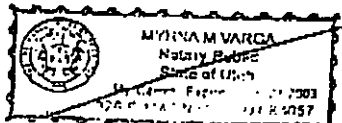
Steven L. Grow
KINGSBURY WILDLIFE FARMS
by: Steven L. Grow, Managing Partner

STATE OF UTAH,)

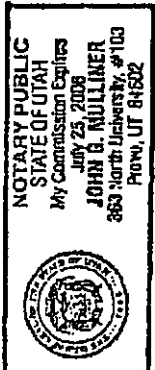
County of Utah)

ss. *September 6, 2005*

On the ~~October 7, 2002~~ *September 6, 2005*, personally appeared before me K. S. JUDD AS
MANAGING PARTNER OF WHITE EAGLE FARMS and STEVEN L. GROW, AS MANAGING
PARTNER OF KINGSBURY WILDLIFE FARMS, the signers of the foregoing instrument, who
duly acknowledge to me that they executed the same.



Myrina M. Varga
Notary Public



~~ENT 110596:2005 PG 2 of 2~~

EXHIBIT A

To Water Rights Deed

The 29 acre feet of water herein transferred comes from water rights, certificates, and claims # 55-3063 and 55-2621, on record at the Utah State Engineers office. All water is first transferred from both Grantors' water right #55-3063, (up to the extent of all) and only as needed thereafter shall further water come equally from them from water right #55-2621. Said water rights and their points of diversion are located in section 35, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in Utah County, Utah.

ENT 41242:2011 PG 21 of 21