

AN ORDINANCE

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:

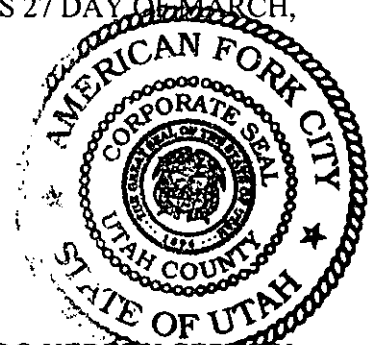
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE 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. 2018-03-11
HOLINDRAKE AND BIRD ANNEXATION (750 WEST 400 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE TOD (TRANSIT ORIENTED DEVELOPMENT) ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE HOLINDRAKE AND BIRD ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 27 DAY OF MARCH, 2018.


BRADLEY J. FROST, MAYOR



ATTEST:
STATE OF UTAH
COUNTY OF UTAH

I, TERILYN LURKER, CITY 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 HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 27 DAY OF MARCH, 2018.


TERILYN LURKER, CITY RECORDER



ATTACHMENT A

CORNER
TSS, R1E,
C. BRASS

FINAL ENTITY PLAT
HOLINDRAKE AND BIRD AMERICAN FORK CITY ANNEXATION
AREA TO BE ANNEXED INTO AMERICAN FORK CITY
LOCATED IN UTAH COUNTY

SITUATE IN SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M

Surveyor's Narrative

The purpose of this final annexation plat is to add a parcel of land not currently within the boundary of American Fork City into the city boundary. The Basis of Bearing is the line between the Reference Corner to the East Quarter Corner and the Northeast Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian measuring North 03°29'18" East 2637.68 feet.

Annexation Area

PROPERTY BOUNDARY DESCRIPTION

A parcel of land situate in the South Half of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point on the West line of Fenn Property Annexation, said point being South 00°03'33" West 109.04 feet along the Section line and West 1,799.46 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running; thence South 01°10'11" West 43.24 feet and South 01°29'23" West 787.89 feet along said West line; thence North 89°05'07" West 854.46 feet; thence North 01°30'57" East 369.82 feet; thence North 01°00'42" East 454.65 feet; thence South 89°32'52" East 144.39 feet to a point on the Southwest Corner of the Brad Reynolds Annexation; thence along said line for the following five(5) courses 1)North 89°45'50" East 56.70 feet 2)South 88°56'13" East 103.76 feet 3)South 89°21'35" East 261.62 feet 4)North 89°45'37" East 107.56 feet 5)South 89°27'26" East 183.93 feet to the point of beginning.

Containing 707,896 Square Feet or 16.251 Acres, more or less.

CORNER
TSS, R1E,

Acceptance of Legislative Body

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a 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 notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known here after as the _____ Annexation.

Dated this _____ day of _____, 20_____.

Mayor

Councilman

**ANNEXATION AGREEMENT
(Holindrake and Bird Annexation)**

This Agreement, made and entered into this 27 day of February 2018, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Linda Brasier, Carol H. Nielson, Russell V. Holindrake, David E. Holindrake, Pamela Holindrake, Kriste B. Peterson, Brian Bird, and Brent Bird, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately owned real property situated within the boundary of the Holindrake and Bird Annexation, identified on Attachment 2, which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of the City, and which constitute all of the lands requesting annexation to the City under the Holindrake and Bird Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Holindrake and Bird Annexation, together with a map showing the area included within the annexation (hereafter referred to as "Annexation Area") has been submitted to the City. A copy of the *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 1) and the appurtenant annexation plat (Attachment 2) are attached hereto; and

WHEREAS, the Annexation Area constitutes a portion of an existing island as defined by Utah State Law; and

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2017-11-41R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. No protests to the annexation have been received; and

WHEREAS, The City Council has determined that annexation of the real property described on Attachment 2 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, following approval of this Agreement by the City Council and execution by all parties, and (2) authorize the recording of the annexation plat 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 of the territory described in Attachment 2 to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement. The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 -Annexation a benefit to Applicants. Applicants and City acknowledge that City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of development as set forth under the terms of the City's Development Code, Sensitive Lands Ordinance 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 - Authority of Applicants. Applicants hereby affirm that they are the current owners of the parcels and have complete authority to enter into this Agreement and to bind the properties hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification. The Land Use Element of the General Plan for the area shows the parcels located in the future Transit Oriented Development classification. The primary purpose of this annexation is to allow the parcel to be located within the municipal boundary of the City of American Fork. Accordingly, the City has determined that the initial zone classification be the TOD (Transit Oriented Development) zone. A map illustrating the zone classification is made part of this agreement (Attachment 3).

SECTION 5 - Street Right-of-way to be Conveyed. The City's TOD Area Plan provides for the development of a Major Collector type road along the eastern boundary of the annexation area. As a condition of annexation, Applicants hereby agree to convey to City the right-of-way as necessary for the development of this road, as shown on the street dedication map (Attachment 4). Applicants shall have no obligation to construct any street right-of-way improvements unless and until any improvement or development occurs on the parcels, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Further, a copy of the deeds conveying title to the areas required for dedication are attached hereto (Attachment 5) and City hereby acknowledges receipt of the executed originals.

SECTION 6 – Property Taxes and Rollback Taxes to be Paid. Applicants agree to pay any outstanding property taxes on the parcels which are proposed for right-of-way dedication; including any and all rollback taxes if the subject parcels are classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

SECTION 7 - Conveyance of Water Right: City agrees to allow a delay in the actual conveyance of water right until the time of development. A water dedication agreement shall be enacted by the Applicants, requiring water dedication at the time of development. This agreement is included as Attachment 6.

SECTION 8 - Impact Fees. No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of impact fees required as a condition of connection to the City water and/or sewer systems or future development of the Annexation Area or any portion thereof. Applicants acknowledge 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 9 - Default. 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 10 - Notice. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to Grant Lefgren, Keystone Construction, 520 South 850 East Ste. A300 Lehi, Utah 84043.

SECTION 11 - Entire Agreement. 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.

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

Linda H. Brasier

Carol H. Nielson

Russell V. Holindrake

David E. Holindrake

AMERICAN FORK CITY



Mayor

Pamela Holindrake

Kriste B. Peterson

Brian Bird



ATTEST:

Wiley Luker

City Recorder

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Linda H. Brasier



Carol H. Nielson

Russell V. Holindrake

David E. Holindrake

AMERICAN FORK CITY

Mayor

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Linda H. Brasier

AMERICAN FORK CITY

Mayor

Carol H. Nielson

Carol H. Nielson

Russell V. Holindrake

David E. Holindrake

State of OREGON

County of LANE

Signed and sworn to (or affirmed) before me on 28TH FEBRUARY 20 18
by CAROL H. NIELSON

[Signature]

Notary Public - State of Oregon



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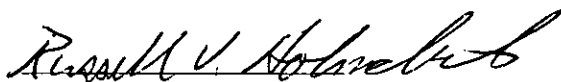
Linda H. Brasier

AMERICAN FORK CITY

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Russell V. Holindrake



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Linda H. Brasier

AMERICAN FORK CITY

Carol H. Nielson

Mayor

Russell V. Holindrake

State of UTAH
County of UTAH

Subscribed and sworn/affirmed to before me this 28 day of FEB

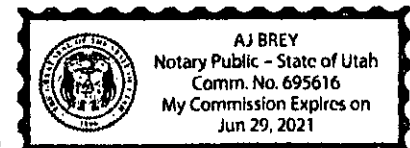
David E. Holindrake

28 18 by DAVID E. HOLINDRAKE

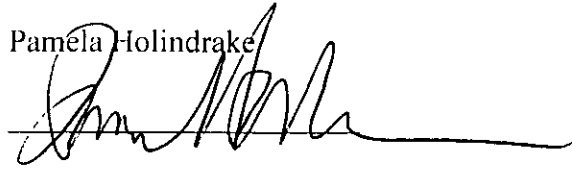
David E. Holindrake

AJ Brey
Notary Public

My Commission Expires: JUNE 29, 2021



Pamela Holindrake



Kriste B. Peterson

ATTEST:

Brian Bird

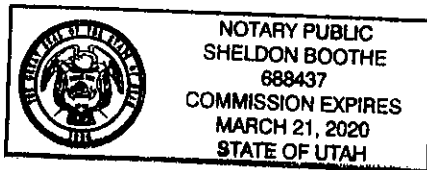
City Recorder

State of Utah
County of Davis

Sworn to and subscribed before me on
the 28 day of February, 2018

Sheldon Boothe

Notary Public's Signature
My Commission Expires March 21, 2020




Russell V. Holindrake

David E. Holindrake

Pamela Holindrake

Kriste B. Peterson



Brian Bird

Brent Bird

ATTEST:

City Recorder

Pamela Holindrake

Kriste B. Peterson

Brian Bird

Brian Bird

Brent Bird

ATTEST:

City Recorder

LIST OF ATTACHMENTS

- | | |
|---------------------|--|
| Attachment 1 | Copy of Annexation Plat. |
| Attachment 2 | Copy of Request to Initiate Annexation |
| Attachment 3 | Zone Classification Map |
| Attachment 4 | Street Dedication Map (TO BE PROVIDED BY ENGINEERING) |
| Attachment 5 | Right-of-Way Conveyance Deeds (TO BE PROVIDED BY APPLICANTS) |
| Attachment 6 | Water Dedication Agreement (TO BE PROVIDED BY APPLICANTS) |

Attachment 4

13:043:0050

HOLINDRAKE, PAMELA (ET AL)...

Value: \$ 143,500 -- 2.39 acres
Entry# 140928-2006 (MORE)

13:043:0018

BIRD, DORIS H...
-AMERICAN FORK DISTR
Value: \$277,200 -- 4.62 acres
Entry# 53638-1995

Provide 84 foot half
road on East edge of
annexation.

13:043:0019

HOLINDRAKE, PAMELA (ET AL)..
7505 N 6800 WEST -AMERICAN FORK DISTR
Value: \$300,000 -- 5 acres
Entry# 24686-2012 (MORE)

13:043:0069

WILLIAMSON FARMS LLC...
Value: \$730,800 -- 12.18 acres
Entry# 45264-2011

13:043:0094

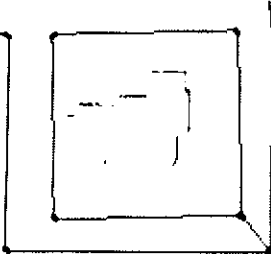
TRITON INVESTMENT PARTNER

Value: \$824,600 -- 13.74 acres
Entry# 67823-2009 (MORE)

13:043:0103

NBFF PROPERTY LLC...

Value: \$518,400 -- 8.64 acres
Entry# 42918-2015



Attachment 5

Mail Recorded Deed and Tax Notice To:
American Fork City
51 East Main Street
PO Box 397
American Fork, UT 84003

WARRANTY DEED

Pamela Holindrake, Trustee of the Pamela Holindrake Family Trust dated the 19th day of October, 2006, as to an undivided 1/3% interest and

Karene Kriste Peterson, Brent Earle Bird and Brian Harvey Bird, Successor Trustees of the Doris H. Bird Revocable Trust, dated August 7, 1995

GRANTOR(S) of American Fork, State of Utah, hereby Conveys and Warrants to
American Fork City

GRANTEE(S) of American Fork, State of Utah

for the sum of Ten and no/100 (\$10.00) DOLLARS

and other good and valuable consideration, the following described tract of land in **Utah** County, State of Utah:

A parcel of land situate in the Southeast Quarter of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point South 00°03'33" West 109.04 feet along the Section line and West 1799.46 feet from the East Quarter Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 1°10'11" West 43.24 feet; thence South 1°29'23" West 787.89 feet; thence North 89°05'07" West 42.00 feet; thence North 1°29'23" East 788.20 feet; thence North 1°10'11" East 42.66 feet; thence South 89°27'26" East 42.00 feet to the point of beginning.

TAX ID NO.: 13-043-0019, 13-043-0018, 13-043-0090, 13-043-0020 and 13-043-0087 (for reference purposes only)

Together with all improvements and appurtenances restrictions and reservations of record and those enforceable in law and equity.

SUBJECT TO: Property taxes for the year 2018 and thereafter; covenants, conditions, restrictions and easements apparent or of record, all applicable zoning laws and ordinances.

Dated this ____ day of March, 2018.

The Pamela Holindrake Family Trust dated the 19th day of October, 2006

BY: _____
Pamela Holindrake
Trustee

The Doris H. Bird Revocable Trust, dated August 7, 1995

BY: _____
Karene Kriste Peterson
Successor Trustee

BY: _____
Brent Earle Bird
Successor Trustee

BY: _____
Brian Harvey Bird
Successor Trustee

STATE OF UTAH

COUNTY OF UTAH

On the ____ day of March, 2018, personally appeared before me Pamela Holindrake, Trustee(s) of the Pamela Holindrake Family Trust dated the 19th day of October, 2006, the signer(s) of the within instrument, who duly acknowledged to me that they executed the same pursuant to and in accordance with the powers vested in them by the terms of said Trust Agreement.

Notary Public

STATE OF _____

COUNTY OF _____

On the _____ day of March, 2018, personally appeared before me Karene Kriste Peterson, Successor Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995, the signors of the above instrument who duly acknowledged to me that they executed the same, by authority of said Trust.

Notary Public

STATE OF _____

COUNTY OF _____

On the _____ day of March, 2018, personally appeared before me Brent Earle Bird, Successor Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995, the signors of the above instrument who duly acknowledged to me that they executed the same, by authority of said Trust.

Notary Public

STATE OF _____

COUNTY OF _____

On the _____ day of March, 2018, personally appeared before me Brian Harvey Bird, Successor Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995, the signors of the above instrument who duly acknowledged to me that they executed the same, by authority of said Trust.

Notary Public

WATER TRANSFER AGREEMENT FOR ANNEXATION

This Water Transfer Agreement for Annexation ("**Agreement**") is entered into as of the (day) day of March 27, 2018 ("**Effective Date**"), by and between Doris H Bird, as *Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995* ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13-043-0018 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on March 27, 2018. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water

requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner’s Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley Frost
Mayor

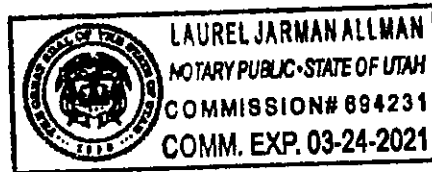
Attest: Terilyn Tucker
City Recorder

STATE OF UTAH)
COUNTY OF Utah) :SS

On the 28 day of March, 2018, personally appeared before me Bradley Frost and Terilyn Tucker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Transfer Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

Laurel Jarman Allman
NOTARY PUBLIC

Jim Penell
Approved as to form by City Attorney



[OWNER]

Brian Burt

STATE OF UTAH)
COUNTY OF _____) :SS

On the 12 day of March, 2018, _____ personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.

BEE ATTACHED
NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

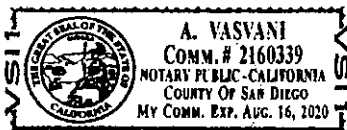
On MAR 12, 2018 before me, A. Vasvani, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared BRIAN BIRD
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

WATER TRANSFER AGREEMENT FOR ANNEXATION

This Water Transfer Agreement for Annexation ("**Agreement**") is entered into as of the (day) day of MARCH 27, 2018 ("**Effective Date**"), by and between Doris H Bird, as *Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995* ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13-043-0018 ("**Property**"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City ("**Annexation Request**"); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on MARCH 27, 2018. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement ("**Committed Water**"), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water

requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner’s Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

[Signature]
Mayor

Attest: [Signature]
City Recorder

STATE OF UTAH)
) :SS
COUNTY OF Utah)

On the 28 day of March, 2018, personally appeared before me Bradley J. Frost and Jerilyn Taylor, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Transfer Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

[Signature]
NOTARY PUBLIC

[Signature]
Approved as to form by City Attorney

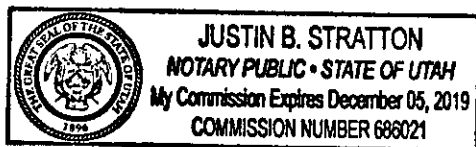


[OWNER]

[Signature]

STATE OF UTAH)
) :SS
COUNTY OF UTAH)

On the 19 day of MARCH, 2018, KAREN KRISTE PETERSON personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



[Signature]
NOTARY PUBLIC

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

When Recorded Mail to:
457 Summer View Circle
Encinitas, CA 92024

Meridian Title Company

By: 

MTC File 255389

CERTIFICATE OF SUCCESSOR TRUSTEES

STATE OF UTAH)
)
) :ss.
COUNTY OF UTAH)

I, Karene Kriste Peterson, being of legal age and being first duly sworn do(es) hereby depose and state as follows:

1. I am personally familiar with the matters set forth herein.

2. Doris Emma Holindrake Bird, the decedent in the attached certificate of death is the same person as Doris H. Bird, named as a party in the deed to real property recorded August 17, 1995, as Utah County Recorder's entry number 53638, in Book 3745, Page 592.

3. The foregoing deed conveyed title to Doris H. Bird as the Trustee of Doris H. Bird Revocable Trust in the following real property located in Utah County, Utah, described as:

Commencing at a point which is 233.70 feet South and East 323.40 feet from the Northwest corner of Southeast 1/4 of Section 22, Township 5 South, Range 1 East, SLB&M; thence East 485.10 feet; thence South 414.90 feet; thence West 485.10 feet; thence North 414.90 feet to the place of beginning.

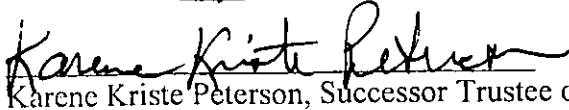
Tax Parcel 13-043-0018

4. The undersigned, Karene Kriste Peterson, certifies under penalty of perjury that the Trust referenced above has not been revoked, modified or amended except as may be stated hereon, and that under the terms of the Trust Agreement as amended, Karene Kriste Peterson, Brent Earle Bird and Brian Harvey Bird are appointed as the successor Trustee upon the death of Doris H. Bird and that as such they have all the powers of the Trustee relating to the subject property, including without limitation, the power to:

- (a) Purchase, sell, convey, transfer, lease, encumber, mortgage, manage and otherwise deal with the real property referred to above;
- (b) Make, endorse, accept, receive, sign, execute, acknowledge, and deliver deeds, with or without warranties, deeds of trust, mortgages, leases, assignments, agreements, certificates, checks, notes, bonds, vouchers, receipts, proxies, minutes, tax returns and any other instruments of writing of whatever kind pertaining to the real property described above.

5. Third parties may rely upon the representations of this certificate and may rely on copies of this certificate.

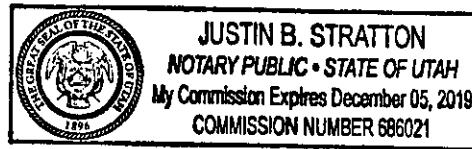
Dated March 19, 2018



Karene Kriste Peterson, Successor Trustee of the Doris H. Bird Revocable Trust

Subscribed and sworn to before me this 19 day of March, 2018, by Karene Kriste Peterson, Successor Trustee of the Doris H. Bird Revocable Trust.


Notary Public



STATE OF CALIFORNIA

CERTIFICATION OF VITAL RECORD

COUNTY OF SAN DIEGO

3052015091587

CERTIFICATE OF DEATH

3201537007740

Form with sections: DECEASED'S PERSONAL DATA, USUAL RESIDENCE, INFORMANT'S NAME, SPOUSE/SURVIVOR AND PARENT INFORMATION, FUNERAL DIRECTOR, PLACE OF DEATH, CAUSE OF DEATH, PHYSICIAN'S CERTIFICATION, CORONER'S SECTION, STATE REGISTRAR.

County of San Diego - Health & Human Services Agency - 3851 Rosecrans Street. This is to certify that, if bearing the OFFICIAL SEAL OF THE STATE OF CALIFORNIA, the OFFICIAL SEAL OF SAN DIEGO COUNTY AND THEIR DEPARTMENT OF HEALTH SERVICES EMBOSSED SEAL, this is a true copy of the ORIGINAL DOCUMENT FILED. Required fee paid.

Wilma J. Wooten, M.D.

WILMA J. WOOTEN, MD
REGISTRAR OF VITAL RECORDS
County of San Diego

DATE ISSUED: May 22, 2015

This copy not valid unless prepared on engraved border displaying seal and signature of Registrar



A002866775



WATER TRANSFER AGREEMENT FOR ANNEXATION

This Water Transfer Agreement for Annexation (“**Agreement**”) is entered into as of the (day) day of March 27, 2018 (“**Effective Date**”), by and between Doris H Bird, as *Trustee of the Doris H. Bird Revocable Trust dated August 7, 1995* (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13-043-0018 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City (“**Annexation Request**”); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on March 27, 2018. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water

requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner’s Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

WATER TRANSFER AGREEMENT FOR ANNEXATION

This Water Transfer Agreement for Annexation (“**Agreement**”) is entered into as of the 27 (day) day of MARCH, 2018 (“**Effective Date**”), by and between *Linda H. Brasier, Trustee of the Brasier Family Trust, dated the 28th day of April, 2005; David E. Holindrake and Cynthia L. Holindrake, Trustees of the Holindrake Family Trust, dated the 17th of June, 2005; Dan W. Nielson and Carol H. Nielson, Trustees of the Dan and Carol Nielson Living Trust (Created by a Declaration of Trust dated March 4, 2003); Pamela Holindake, Trustee of the Pamela Holindrake Family Trust dated the 19th day of October, 2006; and Russell V. Holindrake and Kim E. Holindrake, Trustees of The RK Holindrake Family Trust, dated the 25th day of January, 2012* (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13-043-0087, 13-043-0020, 13-043-0019 and 13-043-0090 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City (“**Annexation Request**”); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on MARCH 27, 2018. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this

Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

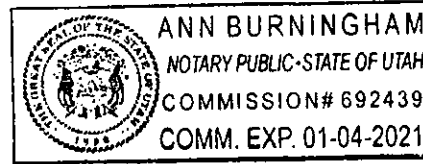
14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

[OWNER]

Linda H Brasier



STATE OF UTAH)
COUNTY OF UTAH) :SS

On the 14 day of March, 2018, Linda H Brasier personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.

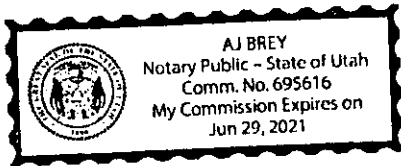
Ann Burningham
NOTARY PUBLIC

[OWNER]

David Holndrake

STATE OF UTAH)
COUNTY OF UTAH) :SS

On the 13TH day of MARCH, 2018, DAVID HOLNDRAKE personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



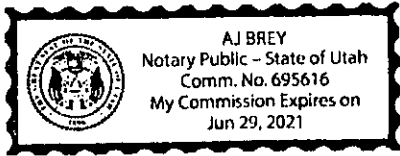
AJ BreY
NOTARY PUBLIC

[OWNER]

Cynthia Holindrake

STATE OF UTAH)
)
) :ss
COUNTY OF UTAH)

On the 13th day of MARCH, 2018, CYNTHIA HOLINDRAKE personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



AJ Brey

NOTARY PUBLIC

[OWNER]

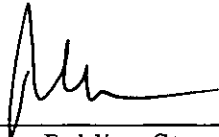
Dan W Nielson, Trustee

Carol H Nielson, Trustee

State of OREGON

County of Lane

This record was acknowledged before me on March 12th, 2018
by Dan W Nielson and Carol H Nielson



Notary Public - State of Oregon



[OWNER]

Russell V. Holindrake

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On the 14 day of March, 2018, Russell Holindrake personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



Tiffany Carpenter
NOTARY PUBLIC

[OWNER]

Eric E. Holmdrake

STATE OF UTAH)
)
) :SS
COUNTY OF Utah)

On the 19 day of March, 2018, Debra Bushnell personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.

Debra Bushnell
NOTARY PUBLIC

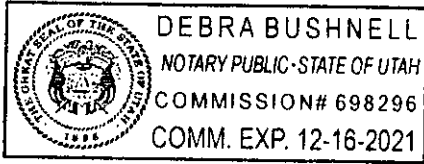


EXHIBIT A

Description of Water Rights and/or Water Shares Committed to the City

View New Water Right Webpage Design

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-1090 APPLICATION/CLAIM NO.: A33207 CERT. NO.: 7641
CHANGES: a4642 (Filed:) Certificate 7641 (Issued:)
a33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
ADDR: Linda H. Braiser, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th, c/o David Holindrake

NAME: Dan and Carol Nielson Living Trust
ADDR: Dan W. and Carol H. Nielson, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th, c/o David Holindrake

NAME: Russell Holindrake
ADDR: c/o David Holindrake
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th

NAME: Holindrake Family Trust
ADDR: David E. and Cynthia L. Holindrake, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th

NAME: Pamela H. Skraznas Farm Trust
ADDR: Pamela H. Skraznas, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th, c/o David Holindrake

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 05/29/1961 PRIORITY: 05/29/1961 PUB BEGAN:
ProtestEnd: [PROTESTED: [No] HEARING HLD:] SE ACTION: [Approved] ActionDate: 08/24/1961 PROOF DUE:
EXTENSION: [ELEC/PROOF: [] ELEC/PROOF:] CERT/WUC: 11/23/1966 LAP, ETC:] LAPS LETTER:
RUSH LETTR: [RENOVATE: [] RECON REQ:] TYPE: []
PD BOOK: [55-] MAP: [] PUB DATE:

*TYPE -- DOCUMENT -- STATUS--
Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.) *****MAP VIEW *****

FLOW: 0.1 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
(1) S 110 ft E 2637 ft from W4 cor, Sec 22, T 5S, R 1E, S1E8
DIAMETER OF WELL: 4 ins. DEPTH: 210 to ft. YEAR DRILLED: 1965 WELL LOG? Yes WELL ID#: 13356

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 401175. Water Rights Appurtenant to the following use(s):
55-1090(CERT), 1271(DIL)

IRRIGATION: Beneficial Use Amt: UNEVALUATED acres Group Total: 7.0 PERIOD OF USE: 04/01 TO 10/31
STOCKWATER: Beneficial Use Amt: UNEVALUATED ELUs Group Total: 10.0000 PERIOD OF USE: 01/01 TO 12/31

Table with 4 columns: NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST. Rows show well location details for Sec 22 T 5S R 1E S1E8.

PLACE OF USE For STOCKWATERING*****

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Rows show well location details for Sec 22 T 5S R 1E S1E8.

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)
IRRIGATION STOCK DOMESTIC MUNICIPAL MINING POWER OTHER MANUALLY ACRE-FEET DIVERSION DEPLETION GROWING WATER-USE
EVALUATED EXPORTED DUTY DUTY SEASON REPORTING

DIV:
DEP:

Yes

4.00

2.22

150

OTHER COMMENTS*****

See water right number 55-574 for the DIV/DEP as per OSE on a33343.

*****E N D O F D A T A*****

Services

Agencies

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: **55-12246** APPLICATION/CLAIM NO.: **D122** CERT. NO.:
 CHANGES: **a33343** (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
 ADDR: Linda H. Braiser, Trustee
 154 South 100 West
 American Fork UT 84003

NAME: Dan and Carol Nielson Living Trust
 ADDR: Dan W. and Carol H. Nielson, Trustees
 154 South 100 West
 American Fork UT 84003

NAME: Doris H. Bird Revocable Trust
 ADDR: Doris H. Bird, Trustee
 154 South 100 West
 American Fork UT 84003

NAME: Russell Holindrake
 ADDR: c/o David Holindrake
 154 South 100 West
 American Fork UT 84003

NAME: Holindrake Family Trust
 ADDR: David E. and Cynthia L. Holindrake, Trustees
 154 South 100 West
 American Fork UT 84003

NAME: Pamela H. Skraznas Farm Trust
 ADDR: Pamela H. Skraznas, Trustee
 154 South 100 West
 American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 11/02/1954 PRIORITY: / /1890 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No] |HEARING HLD: |SE ACTION: [] |ActionDate: |PROOF DUE:
 EXTENSION: |ELEC/PROOF: [] |ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []
 PD BOOK: [55-] |MAP: [] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Diligence Claim Source of Info: Ownership Segregation Status:

LOCATION OF WATER RIGHT***(Points of Diversion: Click on Location to access PLAT Program.)*****[MAP VIEW](#) *****

FLOW: 140.908 acre-feet
 SOURCE: Unnamed Springs
 COUNTY: Utah COMMON DESCRIPTION:

- POINTS OF DIVERSION -- SURFACE:
- (1) N 1087 ft W 1762 ft from E4 cor, Sec 22, T 5S, R 1E, S1E8M
 Diverting Works: Source:
 - (2) N 1094 ft W 3154 ft from E4 cor, Sec 22, T 5S, R 1E, S1E8M
 Diverting Works: Source:
 - (3) S 954 ft W 2670 ft from E4 cor, Sec 22, T 5S, R 1E, S1E8M
 Diverting Works: Source:

Stream Alt Required?: No

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 402105. Water Rights Appurtenant to the following use(s):
 55-1271(DIL), 12246(DIL)

IRRIGATION: Beneficial Use Amt: 35.227 acres of the Group Total of 49.54 PERIOD OF USE: 04/01 TO 10/31

##PLACE OF USE:	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST			
	* NW	NE	SW	SE	* NW	NE	SW	SE	* NW	NE	SW	SE	* NW	NE		
Sec 22 T 5S R 1E S1E8M	*			2.8000*					*25.0300				5.0300*16.6800			

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)

DIV:	IRRIGATION	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER	MANUALLY ACRE-FEET DIVERSION		DEPLETION		GROWING WATER-USE
								EVALUATED	EXPORTED	DUTY	DUTY	
DEP:								Yes	4.00	2.22	150	

OTHER COMMENTS*****

See water right number 55-574 for the DIV/DEP as per OSE on a33343.

SEGREGATION HISTORY*****

This Right was Segregated from 55-1271, with Appl#: D122, Approval Date: / / under which Proof is to be submitted.
This Right as originally filed:

FLOW IN CFS	QUANTITY IN * ACRE-FEET	WATER USES						
		IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*)	MUNICIPAL	MINING -ACRE-FEET-	POWER	OTHER
	140.908	35.227						

*****E N D O F D A T A*****

Services

Agencies

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View New Water Right Webpage Design

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-574 APPLICATION/CLAIM NO.: A22785 CERT. NO.: 4412
CHANGES: a33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
ADDR: Linda H. Braiser, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Dan and Carol Nielson Living Trust
ADDR: Dan W. and Carol H. Nielson, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Doris H. Bird Revocable Trust
ADDR: Doris H. Bird, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: 4.62 acs.

NAME: Russell Holindrake
ADDR: c/o David Holindrake
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3th in 3.08 acs.

NAME: Holindrake Family Trust
ADDR: David E. and Cynthia L. Holindrake, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3th in 3.08 acs.

NAME: Pamela H. Skraznas Farm Trust
ADDR: Pamela H. Skraznas, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs, Undivided 1/3th in 3.08 acs.

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 04/16/1951|PRIORITY: 04/16/1951|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: |PROTESTED: {No }|HEARING HLD: |SE ACTION: [Approved]|ActionDate:08/10/1951|PROOF DUE:
EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/NUC: 09/27/1951|LAP, ETC: |LAPS LETTER:
RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []
PD BOOK: [55-]|MAP: []|PUB DATE:

*Type -- DOCUMENT -- STATUS
Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.752 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
(1) S 127 ft W 1870 ft from E4 cor, Sec 22, T 5S, R 1E, S1B1
DIAMETER OF WELL: 4 ins. DEPTH: 250 to ft. YEAR DRILLED: 1963 WELL LOG? Yes WELL ID#: 13310

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 406276.

IRRIGATION: 26.09 acres PERIOD OF USE: 05/01 TO 10/31
STOCKWATER: 30.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

Table with 4 columns: NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST QUARTER. Rows show acreage for various sections like NW, NE, SW, SE.

PLACE OF USE for STOCKWATERING*****

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Rows show acreage for various sections like NW, NE, SW, SE.

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)		MANUALLY	ACRE-FEET	DIVERSION	DEPLETION	GROWING	WATER-USE					
IRRIGATION	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER	EVALUATED	EXPORTED	DUTY	DUTY	SEASON	REPORTING
DIV:		141.748					Yes		4.00	2.22		150
DEP:		80.453										

OTHER COMMENTS*****

DIV/DEP as per OSE on a33343 (this application covers the DIV/DEP for all the applications on the change).

*****E N D O F D A T A*****



View New Water Right Webpage Design

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-574 APPLICATION/CLAIM NO.: A22785 CERT. NO.: 4412
 CHANGES: a33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
 ADDR: Linda H. Braiser, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Dan and Carol Nielson Living Trust
 ADDR: Dan W. and Carol H. Nielson, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Doris H. Bird Revocable Trust
 ADDR: Doris H. Bird, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: 4.62 acs.

NAME: Russell Holindrake
 ADDR: c/o David Holindrake
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3th in 3.08 acs.

NAME: Holindrake Family Trust
 ADDR: David E. and Cynthia L. Holindrake, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3th in 3.08 acs.

NAME: Pamela H. Skraznas Farm Trust
 ADDR: Pamela H. Skraznas, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th in 17.569 acs, Undivided 1/3th in 3.08 acs.

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 04/16/1951 PRIORITY: 04/16/1951 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 Protest End: |PROTESTED: [No] |HEARING HLD: |SE ACTION: [Approved] |ACTION DATE: 08/10/1951 |PROOF DUE:
 EXTENSION: |ELEC/PROOF: [] |ELEC/PROOF: |CERT/WUC: 09/27/1951 |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []
 PD BOOK: [55-] |MAP: [] |PUB DATE:
 *TYPE -- DOCUMENT -- STATUS--

Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.752 cfs
 SOURCE: Underground Water Well
 COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 (1) S 127 ft W 1070 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 DIAMETER OF WELL: 4 ins. DEPTH: 250 to ft. YEAR DRILLED: 1963 WELL LOG? Yes WELL ID#: 13310

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 406276.

IRRIGATION: 26.09 acres PERIOD OF USE: 05/01 TO 10/31
 STOCKWATER: 30.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

###PLACE OF USE:	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST QUARTER			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E SLBM	*				*				*				*			
													10.1800			15.9100
																GROUP

PLACE OF USE FOR STOCKWATERING*****

	NORTH-WEST ^{1/4}				NORTH-EAST ^{1/4}				SOUTH-WEST ^{1/4}				SOUTH-EAST ^{1/4}			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E SLBM	*	:	:	:	*	:	:	:	*	:	:	:	*	:	:	:

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)											
IRRIGATION	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER	MANUALLY EVALUATED	ACRE-FEET EXPORTED	DIVERSION DUTY	DEPLETION DUTY	GROWING WATER-USE SEASON REPORTING
				141.748			Yes		4.00	2.22	150
DIV:				80.453							
DEP:											

OTHER COMMENTS*****

DIV/DEP as per OSE on a33343 (this application covers the DIV/DEP for all the applications on the change).

*****E N D O F D A T A*****

Services

Agencies

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View New Water Right Webpage Design

Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-2500 APPLICATION/CLAIM NO.: U8298 CERT. NO.:

OWNERSHIP*****

NAME: Drake Holindrake
ADDR: American Fork UT
INTEREST: 100%

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 03/19/1936|PRIORITY: 07/22/1934|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: |PROTESTED: [No]|HEARNG HLD: |SE ACTION: []|ActionDate: |PROOF DUE:
EXTENSION: |ELEC/PROOF: []|ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
RUSH LETTER: |RENOVATE: |RECON REQ: |TYPE: []
PD BOOK: [55-]|MAP: []|PUB DATE:

*TYPE -- DOCUMENT -- STATUS
Type of Right: Underground Water Claim Source of Info: Underground Water Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.39 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
(1) N 325 ft W 3235 ft from E4 cor, Sec 22, T 5S, R 1E, S1E4
DIAMETER OF WELL: 4 ins. DEPTH: 200 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 403410.

IRRIGATION: 12.0 acres PERIOD OF USE: 04/01 TO 10/31

###PLACE OF USE:
+-----NORTH WEST QUARTER-----+-----NORTH EAST QUARTER-----+-----SOUTH WEST QUARTER-----+-----SOUTH EAST
+ NW | NE | SW | SE + NW | NE | SW | SE + NW | NE | SW | SE + NW | NE |
Sec 22 T 5S R 1E S1E4 *X |X |X |X + | | | | *X |X |X |X |

*****END OF DATA*****

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-1271 APPLICATION/CLAIM NO.: D122 CERT. NO.:

OWNERSHIP*****

NAME: E. Vernon Holindrake
 ADDR: American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 11/02/1954 PRIORITY: / /1890 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: { } |ActionDate: |PROOF DUE:
 EXTENSION: |ELEC/PROOF: { } |ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: { }
 PD BOOK: [55-] |MAP: [] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS--
 Type of Right: Diligence Claim Source of Info: Diligence Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 5.0 cfs OR 57.252 acre-feet
 SOURCE: Unnamed Springs
 COUNTY: Utah COMMON DESCRIPTION:

POINTS OF DIVERSION -- SURFACE:

- (1) N 1087 ft W 1762 ft from E4 cor, Sec 22, T 5S, R 1E, S1E4
 Diverting Works: Source:
- (2) N 1094 ft W 3154 ft from E4 cor, Sec 22, T 5S, R 1E, S1E4
 Diverting Works: Source:
- (3) S 954 ft W 2670 ft from E4 cor, Sec 22, T 5S, R 1E, S1E4
 Diverting Works: Source:

Stream Alt Required?: No

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 401175. Water Rights Appurtenant to the following use(s):
 55-1090 (CERT), 1271 (DIL)

IRRIGATION: Beneficial Use Amt: UNEVALUATED acres Group Total: 7.0 PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: Beneficial Use Amt: UNEVALUATED ELUs Group Total: 10.0000 PERIOD OF USE: 01/01 TO 12/31

Sec 22 T 5S R 1E S1E4	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE		
											7.0000					

WATER USE GROUP NO.: 402105. Water Rights Appurtenant to the following use(s):
 55-1271 (DIL), 12246 (DIL)

IRRIGATION: Beneficial Use Amt: 14.313 acres of the Group Total of 49.54 PERIOD OF USE: 04/01 TO 10/31

Sec 22 T 5S R 1E S1E4	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE		
				2.8000					25.0300			5.0300	16.6800			

This Right (55-1271) has an evaluated sole-supply total for irrigation of 14.3130 acres.

This Right (55-1271) is a member of 2 supplemental water right groups with irrigated acreage totaling 56.5400 acres.

SEGREGATION HISTORY*****

This Right as originally filed:

FLOW IN CFS	OR	QUANTITY IN ACRE-FEET	WATER USES							
			IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*)	MUNICIPAL	MINING ACRE-FEET	POWER	OTHER	
5.0		198.16	49.54							

The following Water Rights have been Segregated from 55-1271:

- (1) RRNUM: 55-12246 [140.908] [35.227]
 APPL#: D122
 NAME: Braiser Family Trust, et al.
 FILED: 03/13/2007

CFS	ACRE-FEET	IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES) (*)	MUNICIPAL	MINING ACRE-FEET	POWER	OTHER

*****E N D O F D A T A*****



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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-1271 APPLICATION/CLAIM NO.: D122 CERT. NO.:

OWNERSHIP*****

NAME: E. Vernon Holindrake
 ADDR: American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 11/02/1954|PRIORITY: / /1890|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No]|HEARNG HLD: |SE ACTION: []|ActionDate: |PROOF DUE:
 EXTENSION: |ELEC/PROOF: []|ELEC/PROOF: |CERT/MUC: |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: { }
 PD BOOK: [55-]|MAP: []|PUB DATE:

*TYPE -- DOCUMENT -- STATUS
 Type of Right: Diligence Claim Source of Info: Diligence Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access FLAT Program.)*****MAP VIEW *****

FLOW: 5.0 cfs OR 57.252 acre-feet
 SOURCE: Unnamed Springs
 COUNTY: Utah COMMON DESCRIPTION:

POINTS OF DIVERSION --- SURFACE:

- (1) N 1097 ft W 1762 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:
- (2) N 1094 ft W 3154 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:
- (3) S 954 ft N 2670 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:

Stream Alt Required?: No

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 401175. Water Rights Appurtenant to the following use(s):
 55-1096(CERT), 1271(DIL)

IRRIGATION: Beneficial Use Amt: UNEVALUATED acres Group Total: 7.0 PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: Beneficial Use Amt: UNEVALUATED ELUs Group Total: 10.0000 PERIOD OF USE: 01/01 TO 12/31

###PLACE OF USE:		*---NORTH WEST QUARTER---				*---NORTH EAST QUARTER---				*---SOUTH WEST QUARTER---				*---SOUTH EAST QUARTER---			
		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE		
Sec 22	T 5S R 1E SLBM											7.0000					

WATER USE GROUP NO.: 402105. Water Rights Appurtenant to the following use(s):
 55-1271(DIL), 12246(DIL)

IRRIGATION: Beneficial Use Amt: 14.313 acres of the Group Total of 49.54 PERIOD OF USE: 04/01 TO 10/31

###PLACE OF USE:		*---NORTH WEST QUARTER---				*---NORTH EAST QUARTER---				*---SOUTH WEST QUARTER---				*---SOUTH EAST QUARTER---			
		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE		
Sec 22	T 5S R 1E SLBM				2.8000					25.0300			5.0300	16.6800			

This Right (55-1271) has an evaluated sole-supply total for irrigation of 14.3130 acres.

This Right (55-1271) is a member of 2 supplemental water right groups with irrigated acreage totaling 56.5400 acres.

SEGREGATION HISTORY*****

This Right as originally filed:

FLOW IN CFS	OR	QUANTITY IN ACRE-FEET	WATER USES							
			IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES)	MUNICIPAL	MINING	POWER	OTHER	
5.0		198.16	49.54							

The following Water Rights have been Segregated from 55-1271:
 (1) WRNUM: 55-12246 [140.908] [35.227]
 APPL#: D122
 NAME: Braiser Family Trust, et al.
 FILED: 03/13/2007

CFS	ACRE-FEET	IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES)	MUNICIPAL	MINING	POWER	OTHER
55-1271 currently has:	5.0	57.252	14.313	ERROR				

*****E N D O F D A T A*****

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-2067 APPLICATION/CLAIM NO.: U4003 CERT. NO.:

OWNERSHIP*****

NAME: Edward V. Holindrake
ADDR: American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 02/17/1936(PRIORITY: / /1919|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: {PROTESTED: {No }|HEARING HLD: |SE ACTION: { }|ActionDate: |PROOF DUE:
EXTENSION: |ELEC/PROOF:{ }|ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []
PD BOOK: [55-]|MAP: []|PUB DATE:

*TYPE -- DOCUMENT -- STATUS
Type of Right: Underground Water Claim Source of Info: Underground Water Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.167 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

(1) S 105 ft W 3231 ft from E4 cor, Sec 22, T 5S, R 1E, S1E4
DIAMETER OF WELL: 2 ins. DEPTH: 190 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 402949.

IRRIGATION: 3.0 acres PERIOD OF USE: 04/01 TO 10/01
STOCKWATER: 14.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

###PLACE OF USE: *-----NORTH WEST QUARTER-----*-----NORTH EAST QUARTER-----*-----SOUTH WEST QUARTER-----*-----SOUTH EAST
* NW | NE | SW | SE * NW | NE | SW | SE * NW | NE | SW | SE * NW | NE |
Sec 22 T 5S R 1E S1E4 *X |X |X |X * | | | | *X |X |X |X * | | | |

PLACE OF USE for STOCKWATERING*****

NORTH-WEST NORTH-EAST SOUTH-WEST SOUTH-EAST
NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE
Sec 22 T 5S R 1E S1E4 * X: X: X: X* * : : : * * X: X: X: X* * ! ! ! *

*****E N D O F D A T A*****

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-2067 APPLICATION/CLAIM NO.: U4003 CERT. NO.:

OWNERSHIP*****

NAME: Edward V. Holindrake
ADDR: American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 02/17/1936 PRIORITY: / /1919 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: { } |ActionDate: |PROOF DUE:
EXTENSION: |ELEC/PROOF: { } |ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: { }
PD BOOK: [55-] |MAP: [] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS--
Type of Right: Underground Water Claim Source of Info: Underground Water Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.167 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
(1) S 105 ft W 3231 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
DIAMETER OF WELL: 2 ins. DEPTH: 190 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 402949.

IRRIGATION: 3.0 acres PERIOD OF USE: 04/01 TO 10/01
STOCKWATER: 14.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

Table with 4 columns: NORTH WEST QUARTER, NORTH EAST QUARTER, SOUTH WEST QUARTER, SOUTH EAST QUARTER. Each column has sub-columns for NW, NE, SW, SE. Row 1: Sec 22 T 5S R 1E SLBM *X |X |X |X * |X |X |X |X *X |X |X |X *X |X |X |X

PLACE OF USE for STOCKWATERING*****

Table with 4 columns: NORTH-WEST, NORTH-EAST, SOUTH-WEST, SOUTH-EAST. Each column has sub-columns for NW, NE, SW, SE. Row 1: Sec 22 T 5S R 1E SLBM * X: X: X: X * : : : * * X: X: X: X * : : : *

*****END OF DATA*****

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-2067 APPLICATION/CLAIM NO.: U4003 CERT. NO.:

OWNERSHIP*****

NAME: Edward V. Holindrake
ADDR: American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
FILED: 02/17/1936|PRIORITY: / /1919|PUB BEGAN: |PUB ENDED: |NEWSPAPER:
ProtestEnd: |PROTESTED: [No]|HEARNG HLD: |SE ACTION: { }|ActionDate: |PROOF DUE:
EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: { }
PD BOOK: [55-]|MAP: { }|PUB DATE:

*TYPE -- DOCUMENT -- STATUS
Type of Right: Underground Water Claim Source of Info: Underground Water Claim Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 0.167 cfs
SOURCE: Underground Water Well
COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)

(1) S 105 ft W 3231 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
DIAMETER OF WELL: 2 ins. DEPTH: 190 to ft. YEAR DRILLED: WELL LOG? No WELL ID#:

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
(The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 402949.

IRRIGATION: 3.0 acres PERIOD OF USE: 04/01 TO 10/01
STOCKWATER: 14.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

###PLACE OF USE: *-----NORTH WEST QUARTER-----*-----NORTH EAST QUARTER-----*-----SOUTH WEST QUARTER-----*-----SOUTH EAST
* NW | NE | SW | SE * NW | NE | SW | SE * NW | NE | SW | SE * NW | NE |

PLACE OF USE for STOCKWATERING*****

NORTH-WEST* NORTH-EAST* SOUTH-WEST* SOUTH-EAST*
NW NE SW SE NW NE SW SE NW NE SW SE NW NE SW SE
Sec 22 T 5S R 1E SLBM * X: X: X: X* * : : : * X: X: X: X* * : : : *

*****END OF DATA*****



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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: 55-574 APPLICATION/CLAIM NO.: A22785 CERT. NO.: 4412
 CHANGES: a33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
 ADDR: Linda H. Braiser, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5 in 17.569 acs.

NAME: Dan and Carol Nielson Living Trust
 ADDR: Dan W. and Carol H. Nielson, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5 in 17.569 acs.

NAME: Doris H. Bird Revocable Trust
 ADDR: Doris H. Bird, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: 4.62 acs.

NAME: Russell Holindrake
 ADDR: c/o David Holindrake
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5 in 17.569 acs. Undivided 1/3 in 3.08 acs.

NAME: Holindrake Family Trust
 ADDR: David E. and Cynthia L. Holindrake, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5 in 17.569 acs. Undivided 1/3 in 3.08 acs.

NAME: Pamela H. Skraznas Farm Trust
 ADDR: Pamela H. Skraznas, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5 in 17.569 acs, Univided 1/3 in 3.08 acs.

DATEB, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 04/16/1951 PRIORITY: 04/16/1951 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No] |HEARING HLD: |SE ACTION: [Approved] |ActionDate: 08/10/1951 |PROOF DUE:
 EXTENSION: |ELEC/PROOF: [] |ELEC/PROOF: |CERT/WUC: 09/27/1951 |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: ()
 PD BOOK: [55-] |MAP: [] |PUB DATE:

*TYPE -- DOCUMENT -- STATUS--
 Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)***** MAP VIEW *****

FLOW: 0.752 cfs
 SOURCE: Underground Water Well
 COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 (1) S 127 ft W 1070 ft from E4 cor, Sec 22, T 5S, R 1E, S1B1
 DIAMETER OF WELL: 4 ins. DEPTH: 250 to ft. YEAR DRILLED: 1963 WELL LOG? Yes WELL ID#: 13310

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 406276.

IRRIGATION: 26.09 acres PERIOD OF USE: 05/01 TO 10/31
 STOCKWATER: 30.0000 Stock Units PERIOD OF USE: 01/01 TO 12/31

##PLACE OF USE:	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST QUARTER			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E S1B1	*				*				*				*			

PLACE OF USE for STOCKWATERING*****

Sec 22 T 5S R 1E S1B1	NORTH-WEST				NORTH-EAST				SOUTH-WEST				SOUTH-EAST			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
	*	:	:	:	*	:	:	:	*	:	:	:	*	:	:	:

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)

	IRRIGATION	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER	MANUALLY EVALUATED	ACRE-FEET EXPORTED	DIVERSION DUTY	DEPLETION DUTY	GROWING WATER-USE SEASON REPORTING
DIV:					141,748			Yes		4.00	2.22	150
DEP:					80,453							

OTHER COMMENTS*****

DIV/DEP as per OSE on a33343 (this application covers the DIV/DEP for all the applications on the change).

*****E N D O F D A T A*****

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(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: **55-1090** APPLICATION/CLAIM NO.: **A33207** CERT. NO.: 7641
 CHANGES: a4642 (Filed:) Certificate 7641 (Issued:)
 e33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

NAME: Braiser Family Trust
 ADDR: Linda H. Braiser, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th, c/o David Holindrake

NAME: Dan and Carol Nielson Living Trust
 ADDR: Dan W. and Carol H. Nielson, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th, c/o David Holindrake

NAME: Russell Holindrake
 ADDR: c/o David Holindrake
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th

NAME: Holindrake Family Trust
 ADDR: David E. and Cynthia L. Holindrake, Trustees
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th

NAME: Pamela H. Skraznas Farm Trust
 ADDR: Pamela H. Skraznas, Trustee
 154 South 100 West
 American Fork UT 84003
 REMARKS: Undivided 1/5th, c/o David Holindrake

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#: FILED: 05/29/1961 PRIORITY: 05/29/1961 PUB BEGAN: [PUB ENDED: [NEWSPAPER: ProtestEnd: [PROTESTED: [No]] HEARING HLD: [SE ACTION: [Approved]] ActionDate: 08/24/1961] PROOF DUE: EXTENSION: [ELEC/PROOF: []] ELEC/PROOF: [CERT/WUC: 11/23/1966] LAP, ETC: [LAPS LETTER: RUSH LETTR: [RENOVATE: [RECON REQ: [TYPE: [] PD BOOK: [55-] MAP: [] PUB DATE: []

*TYPE -- DOCUMENT -- STATUS-----
 Type of Right: Application to Appropriate Source of Info: Certificate Status: Certificate

LOCATION OF WATER RIGHT* (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *******

FLOW: 0.1 cfs
 SOURCE: Underground Water Well
 COUNTY: Utah COMMON DESCRIPTION:

POINT OF DIVERSION -- UNDERGROUND: (Click Well ID# link for more well data.)
 (1) S 110 ft E 2637 ft from W4 cor, Sec 22, T 5S, R 1E, SLBM
 DIAMETER OF WELL: 4 ins. DEPTH: 210 to Ft. YEAR DRILLED: 1965 WELL LOG? Yes WELL ID#: 13356

USES OF WATER RIGHT*** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)**

WATER USE GROUP NO.: 401175. Water Rights Appurtenant to the following use(s):
 55-1090(CERT), 1271(DIL)

IRRIGATION: Beneficial Use Amt: UNEVALUATED acres Group Total: 7.0 PERIOD OF USE: 04/01 TO 10/31
 STOCKWATER: Beneficial Use Amt: UNEVALUATED ELUs Group Total: 10.0000 PERIOD OF USE: 01/01 TO 12/31

##PLACE OF USE:	NORTH WEST QUARTER				NORTH EAST QUARTER				SOUTH WEST QUARTER				SOUTH EAST		GROUP
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	
Sec 22 T 5S R 1E SLBM	*	*	*	*	*	*	*	*	*	*	7.0000	*	*		

PLACE OF USE for STOCKWATERING*****

Sec 22 T 5S R 1E SLBM	NORTH-WEST				NORTH-EAST				SOUTH-WEST				SOUTH-EAST			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days) MANUALLY ACRE-FEET DIVERSION DEPLETION GROWING WATER-USE
 IRRIGATION STOCK DOMESTIC MUNICIPAL MINING POWER OTHER EVALUATED EXPORTED DUTY DUTY SEASON REPORTING

DIV: Yes 4.00 2.22 150
DEP:

OTHER COMMENTS*****

See water right number 55-574 for the DIV/DEP as per OSE on a33343.

*****END OF DATA*****

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Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018

WATER RIGHT: **55-12246** APPLICATION/CLAIM NO.: **D122** CERT. NO.:
 CHANGES: a33343 (Filed: 08/13/2007) Lapsed

OWNERSHIP*****

- NAME: Braiser Family Trust
 ADDR: Linda H. Braiser, Trustee
 154 South 100 West
 American Fork UT 84003
- NAME: Dan and Carol Nielson Living Trust
 ADDR: Dan W. and Carol H. Nielson, Trustees
 154 South 100 West
 American Fork UT 84003
- NAME: Doris H. Bird Revocable Trust
 ADDR: Doris H. Bird, Trustee
 154 South 100 West
 American Fork UT 84003
- NAME: Russell Holindrake
 ADDR: c/o David Holindrake
 154 South 100 West
 American Fork UT 84003
- NAME: Holindrake Family Trust
 ADDR: David E. and Cynthia L. Holindrake, Trustees
 154 South 100 West
 American Fork UT 84003
- NAME: Pamela H. Skraznas Farm Trust
 ADDR: Pamela H. Skraznas, Trustee
 154 South 100 West
 American Fork UT 84003

DATES, ETC.*****

LAND OWNED BY APPLICANT? COUNTY TAX ID#:
 FILED: 11/02/1954 PRIORITY: / /1890 PUB BEGAN: |PUB ENDED: |NEWSPAPER:
 ProtestEnd: |PROTESTED: [No] |HEARNG HLD: |SE ACTION: [] |ActionDate: |PROOF DUE:
 EXTENSION: |ELEC/PROOF: [] |ELEC/PROOF: |CERT/WUC: |LAP, ETC: |LAPS LETTER:
 RUSH LETTR: |RENOVATE: [] |RECON REQ: |TYPE: []
 PD BOOK: [55-] |MAP: [] |PUB DATE:
 *TYPE -- DOCUMENT -- STATUS--
 Type of Right: Diligence Claim Source of Info: Ownership Segregation Status:

LOCATION OF WATER RIGHT*** (Points of Diversion: Click on Location to access PLAT Program.)*****MAP VIEW *****

FLOW: 140.908 acre-feet
 SOURCE: Unnamed Springs
 COUNTY: Utah COMMON DESCRIPTION:

- POINTS OF DIVERSION -- SURFACE:
- (1) N 1087 ft W 1762 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:
 - (2) N 1094 ft W 3154 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:
 - (3) S 954 ft W 2670 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM
 Diverting Works: Source:

Stream Alt Required?: No

USES OF WATER RIGHT***** ELU -- Equivalent Livestock Unit (cow, horse, etc.) ***** EDU -- Equivalent Domestic Unit or 1 Family
 (The Beneficial Use Amount is the quantity of Use that this Water Right contributes to the Group Total.)

WATER USE GROUP NO.: 402105. Water Rights Appurtenant to the following use(s):
55-1271(DIL), 12246(DIL)

IRRIGATION: Beneficial Use Amt: 35.227 acres of the Group Total of 49.54 PERIOD OF USE: 04/01 TO 10/31

###PLACE OF USE:	NORTH WEST QUARTER			NORTH EAST QUARTER			SOUTH WEST QUARTER			SOUTH EAST			
	* NW	SW	SE	* NW	SW	SE	* NW	NE	SW	SE	* NW	NE	
Sec 22 T 5S R 1E SLBM			2.8000*							25.0300		5.0300	16.6800

GROUP

DIVERSION & DEPLETION ESTIMATES*****

(All values in acre-feet, Growing Season in days)

DIV:	IRRIGATION	STOCK	DOMESTIC	MUNICIPAL	MINING	POWER	OTHER	MANUALLY EVALUATED	ACRE-FEET EXPORTED	DIVERSION DUTY	DEPLETION DUTY	GROWING SEASON	WATER-USE REPORTING
DEP:								Yes		4.00	2.22	150	

OTHER COMMENTS*****

See water right number 55-574 for the DIV/DEP as per OSE on a33343.

SEGREGATION HISTORY*****

This Right was Segregated from 55-1271, with Appl#: D122, Approval Date: / / under which Proof is to be submitted.
 This Right as originally filed:

FLOW IN CFS	QUANTITY IN ACRE-FEET	WATER USES					
		IRRIGATED ACREAGE	STOCK (ELUs)	DOMESTIC (FAMILIES)	MUNICIPAL	MINING ACRE-FEET	POWER OTHER
	140.908	35.227					

 ***** E N D O F D A T A *****

Services

Agencies

Search Utah.gov



Select Related Information

(WARNING: Water Rights makes NO claims as to the accuracy of this data.) RUN DATE: 03/20/2018 Page 1

CHANGE: a33343 WATER RIGHT: 55-574 CERT. NO.: AMENDATORY? No COUNTY TAX ID#:

BASE WATER RIGHTS: 55-574
55-1090
55-12246

RIGHT EVIDENCED BY: 55-574(A22785), 55-1090(A33207), 55-12246 (a portion of 55-1271)
CHANGES: Point of Diversion [X], Place of Use [X], Nature of Use [X], Reservoir Storage []

NAME: American Fork City
ADDR: ATTN: Public Works Director
275 East 200 North
American Fork, UT 84003
REMARKS:

NAME: Braiser Family Trust
ADDR: Linda H. Braiser, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Dan and Carol Nielson Living Trust
ADDR: Dan W. and Carol H. Nielson, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs.

NAME: Doris H. Bird Revocable Trust
ADDR: Doris H. Bird, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: 4.62 acs.

NAME: Russell Holindrake
ADDR: c/o David Holindrake
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3rd in 3.08

NAME: Holindrake Family Trust
ADDR: David E. and Cynthia L. Holindrake, Trustees
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs. Undivided 1/3rd in 3.08

NAME: Pamela H. Skraznas Farm Trust
ADDR: Pamela H. Skraznas, Trustee
154 South 100 West
American Fork UT 84003
REMARKS: Undivided 1/5th in 17.569 acs, Undivided 1/3rd in 3.08

DATES, ETC. *****

FILED: 08/13/2007|PRIORITY: 08/13/2007|ADV BEGAN: 09/13/2007|ADV ENDED: 09/20/2007|NEWSPAPER: New Utah

ImpairDesig[NO] |IMP NOTICE:
Water Rights which the State Engineer has Identified may Experience Quantity Impairment:

ProtestEnd:10/10/2007|PROTESTED: [No Heari]|HEARNG HLD: |SE ACTION: [Approved]|ActionDate:10/02/2008|PROOF DUE: 10/31/2013
EXTENSION: |ELEC/PROOF:[]|ELEC/PROOF: |CERT/WUC: |LAP, ETC: 10/31/2013|LAPS LETTER:11/15/2013
RUSH LETTR: |RENOVATE: |RECON REQ: |TYPE: []

*STATUS LINE

Status: Lapsed

***** H E R E T O F O R E *****
***** H E R E A F T E R *****

Table with 2 columns: FLOW (0.852 cfs OR 141.748 acre-feet), SOURCE (Underground Water Well), COUNTY (Utah) vs FLOW (141.748 acre-feet), SOURCE (Underground Water Wells (0-existing)), COUNTY (Utah) and a detailed description of the application's intent to transfer ownership to the City.

POINT(S) OF DIVERSION -----> MAP VIEW****	CHANGED AS FOLLOWS: (Click Location link for WRPLAT)
Point Surface: (1) N 1087 ft W 1762 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM Dvrting Wks: Source: (2) S 454 ft W 2670 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM Dvrting Wks: Source: (3) N 1094 ft W 3154 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM Dvrting Wks: Source:	
Point Underground: (1) S 127 ft W 1870 ft from E4 cor, Sec 22, T 5S, R 1E, SLBM Diameter: 4 ins. Depth: 250 to ft. WELL ID#: 13310 COMMENT: (2) S 110 ft E 2637 ft from W4 cor, Sec 22, T 5S, R 1E, SLBM Diameter: 4 ins. Depth: 210 to ft. WELL ID#: 13356 COMMENT:	UNDERGROUND: (Click Link for PLAT data, Well ID# link for data.) (1) N 69 ft E 2269 ft from SW cor, Sec 36, T 4S, R 1E, SLBM Diameter: 16 ins. Depth: 555 to ft. WELL ID#: COMMENT: Alpine Country Club Well (2) S 2106 ft E 1300 ft from NW cor, Sec 01, T 5S, R 1E, SLBM Diameter: 16 ins. Depth: 555 to ft. WELL ID#: S582 COMMENT: Boley Well (3) N 31 ft E 1492 ft from SW cor, Sec 01, T 5S, R 1E, SLBM Diameter: 20 ins. Depth: 478 to ft. WELL ID#: 3046 COMMENT: Race Track Well (4) N 1587 ft E 998 ft from W4 cor, Sec 12, T 5S, R 1E, SLBM Diameter: 16 ins. Depth: 432 to ft. WELL ID#: COMMENT: Tri-City Golf Course Well (5) N 34 ft E 94 ft from S4 cor, Sec 12, T 5S, R 1E, SLBM Diameter: 16 ins. Depth: 413 to ft. WELL ID#: 3060 COMMENT: 6th East Well (6) N 1677 ft W 2151 ft from S4 cor, Sec 13, T 5S, R 1E, SLBM Diameter: 20 ins. Depth: 490 to ft. WELL ID#: COMMENT: Hospital Well (7) N 131 ft E 1684 ft from W4 cor, Sec 14, T 5S, R 1E, SLBM Diameter: 16 ins. Depth: 902 to ft. WELL ID#: 3055 COMMENT: J.C. Park Well (8) N 1309 ft W 8 ft from S4 cor, Sec 07, T 5S, R 2E, SLBM Diameter: 12 ins. Depth: 363 to ft. WELL ID#: 6695 COMMENT: Warnick Well

PLACE OF USE ----->	CHANGED as follows:
Sec 22 T 5S R 1E SLBM	

NATURE OF USE ----->	CHANGED as follows:
IRR = values are in acres. STK = values are in ELUs meaning Cattle or Equivalent. DOM = values are in EDUs meaning Equivalent Domestic Units (or Families).	
SUPPLEMENTAL to Other Water Rights: Yes	SUPPLEMENTAL to Other Water Rights: No
IRR: 35.2270 USED 04/01 - 10/31	
STK: 30.0000 USED 01/01 - 12/31	
	MUN: American Fork USED 01/01 - 12/31

PROTESTANTS*****

NAME: New State, Inc. ADDR: c/o Thomas D. Basmajian PO Box 58483 Salt Lake City, UT 84158-0403 TYPE: APPL RCVD: 08/15/2007	NAME: ADDR: TYPE: RCVD:
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*****END OF DATA*****