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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 LANDMARK TITLE
 BY: ZJM, DEPUTY - WI 21 P.

WHEN RECORDED RETURN TO:

Utah Regulatory Office
 Attention: Jason Gipson
 533 West 2600 South, Suite 150
 Bountiful, Utah 84010

THIS SPACE FOR RECORDER'S USE ONLY

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS is made as of March 10th, 2006, by Littleton, Inc., a Delaware corporation ("Declarant").

WHEREAS, Declarant is the owner of certain real property located in the City of Midvale, County of Salt Lake, Utah (the "City"), described in Exhibit "A" attached hereto and incorporated hereby by this reference (hereinafter "Preserve Area"); and

WHEREAS, Declarant intends to deed the Preserve Area to the City immediately following the recordation of this Declaration of Restrictions, to be developed and preserved as a wildlife habitat and a wetland preserve area, to be so held in perpetuity subject to restrictions in accordance with the provisions of (1) Section 404 Permit #200550240, attached hereto as Exhibit "B" (hereinafter "Permit") issued to Mercer Bingham Junction, LLC ("Mercer"), by the U.S. Army Corps of Engineers (hereinafter "Corps") in connection with Mercer's development of the surrounding Bingham Junction property of which the Preserve Area is a part; (2) the *Mitigation and Monitoring Plan* (Exhibit "C") attached hereto; and the *Open Space Preserve Operations and Management Plan* (Exhibit "D") attached hereto (collectively the "Plans");

WHEREAS, this Declaration of Restrictions is intended to implement the provisions of the Permit requiring a binding covenant running with the land, but shall not be construed to impose restrictions in addition to those provided for in the Permit; and

WHEREAS, the Preserve Area consists of both jurisdictional wetland features and associated natural upland areas;

WHEREAS, the Declaration will benefit all parties to the Declaration, and their successors, in that it will assist in preserving and maintaining the wetland open space in the Preserve Area;

NOW THEREFORE, Declarant declares as follows:

1. Covenant Running with Land. In consideration of the foregoing benefits flowing to all parties; in consideration of the benefits obtained by the Declarant, the City, and Mercer from the Permit, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Declarant does hereby covenant and agree to restrict, and does by this

— Declaration of Restrictions

LTC # 37980.

BK 9265 PG 4817

instrument intend to restrict, the future use of the Preserve Area as set forth below, by the establishment of this Covenant running with the land.

2. Restrictions Concerning the Preserve Area. Except for those actions necessary to accomplish preservation, maintenance, repair, or enhancement as has been, or in the future is authorized by the Corps, consistent with the Permit and the Plans; and those actions required by the Environmental Protection Agency to remediate contamination; no person shall engage in any of the following restricted activities in the Preserve Area:

(a) No plowing or cultivation of the Preserve Area or any portion of such area, and no destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area, as described in the Plans and in consultation with the Corps, for the purpose of thatch management or the removal/management of noxious or dangerous plants as necessary to maintain the Preserve Area;

(b) No materials or debris shall be stored or placed (whether temporarily or permanently) within the Preserve Area or any portion of such area;

(c) No discharge of any dredged or fill material shall be done or permitted within the Preserve Area or any portion of such area except as consistent with the terms and conditions of the Permit;

(d) No discharge, dumping, disposal, storage or placement of any trash, refuse, rubbish, grass clippings, cuttings or other waste materials within the Preserve Area or any portion of such area shall be done or permitted;

(e) No leveling, grading or landscaping within the Preserve Area or any portion of such area shall be done or permitted without prior written approval from the Corps, or pursuant to the Plans;

(f) No dumping or storage of snow shall occur within the Preserve Area;

(g) No destruction or removal of any natural tree, shrub or other vegetation that exists upon the Preserve Area shall be done or permitted except by the Declarant or its successors and assigns to the Preserve Area, for the purposes of thatch management or the removal of noxious or dangerous plants as necessary to maintain the Preserve Area, or pursuant to the Plans;

(h) No motorized vehicles shall be ridden, brought, used or permitted on any portion of the Preserve Area, except as provided for in (a), (e) and (g) above or;

(i) No roads, utility lines, equipment storage, or other structures or activities shall occur within the Preserve Area.

3. Not An Offer to Dedicate: No Rights of Public Use. The provisions of this Declaration of Restrictions do not constitute an offer for public use. This instrument does not constitute an irrevocable offer to dedicate.

4. Successors and Assign Bound. Declarant hereby agrees and acknowledges that the Preserve Area shall be held, sold, conveyed, owned and used subject to the applicable terms, conditions and obligations imposed by this Agreement relating to the use, repair, maintenance and/or improvement of the Preserve Area, and matters incidental thereto. Such terms, conditions and obligations are a burden and restriction on the use of the Preserve Area, as applicable.

The provisions of this Agreement shall (subject to the limitations contained in this Agreement and without modifying the provisions of this Agreement) be enforceable as equitable servitudes and conditions, restrictions and covenants running with the land, and shall be binding on the Declarant and upon each and all of its respective heirs, devisees, successors, and assigns, officers, directors, employees, agents, representatives, executors, trustees, successor trustees, beneficiaries and administrators, and upon future owners of the Preserve Area and each of them.

5. Severability. The provisions of the Declaration are severable and the violation of any of the provisions of this Declaration by a Court shall not affect any of the other provisions which shall remain in full force and effect.

DECLARANT:

LITTLESON, INC., a Delaware corporation

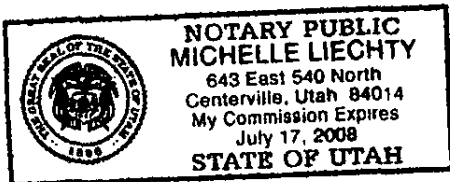
Date: Robert L Soehnlen

By: 3-10-06

Its President

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

The foregoing instrument was acknowledged before me this 10th day of March, 2006, by Robert L. Soehnlen President of Littleson, Inc., a Delaware corporation.



Michelle Liechty
NOTARY PUBLIC

EXHIBIT A - LEGAL DESCRIPTION OF "PRESERVE AREA"

FOR REFERENCE PURPOSES:
PART OF TAX PARCEL 11-23-473-003

**Bingham Junction
Wetlands Area**

Beginning at a point located South 0°18'00" West 1312.73 feet and North 89°42'00" West 33.00 feet and South 89°28'44" West 2977.12 feet from the East Quarter Corner of Section 23, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 26°11'19" East 9.20 feet;
thence South 64°28'41" East 28.02 feet;
thence South 85°22'56" East 64.07 feet;
thence North 89°31'17" East 562.22 feet;
thence South 55°24'33" East 36.88 feet;
thence South 20°29'33" East 347.87 feet;
thence South 1°37'01" West 147.03 feet;
thence South 24°10'43" West 159.35 feet;
thence Southwesterly 58.34 feet along the arc of a 50.00 foot radius curve to the right (center bears North 65°49'17" West and the long chord bears South 57°36'10" West 55.08 feet with a central angle of 66°50'52");
thence North 88°58'24" West 379.95 feet;
thence South 85°42'40" West 34.59 feet;
thence South 72°12'04" West 96.02 feet;
thence South 50°12'27" West 46.31 feet;
thence South 83°03'06" West 104.59 feet to the East line of the Jordan River
Corridor;
thence North 11°55'00" West 81.60 feet along the East line of the Jordan River
Corridor;
thence North 1°51'00" East 145.00 feet along the East line of the Jordan River
Corridor;
thence North 16°29'00" West 61.10 feet along the East line of the Jordan River
Corridor;
thence North 3°03'00" West 25.70 feet along the East line of the Jordan River
Corridor;
thence North 14°24'00" West 27.80 feet along the East line of the Jordan River
Corridor;
thence North 5°36'00" West 108.70 feet along the East line of the Jordan River
Corridor;
thence North 4°26'00" West 128.00 feet along the East line of the Jordan River
Corridor;
thence North 69°25'00" East 16.70 feet along the East line of the Jordan River
Corridor;
thence North 5°28'00" West 22.10 feet along the East line of the Jordan River
Corridor;

thence North 88°57'00" West 13.90 feet along the East line of the Jordan River Corridor;

thence North 18°00'00" West 28.60 feet along the East line of the Jordan River Corridor;

thence North 5°09'00" West 130.02 feet along the East line of the Jordan River Corridor;

thence North 89°28'44" East 32.76 feet to the Point of Beginning.

Said parcel contains 512,858 square feet or 11.77 acres.

EXHIBIT "B" – SECTION 404 PERMIT #200550240

Declaration of Restrictions

5

BK 9265 PG 4823



REPLY TO
ATTENTION OF

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

February 17, 2006

Regulatory Branch (200550240)

John D. Mercer
Mercer Bingham Junction, LLC
200 Brown Road, Suite 102
Fremont, California 94539

Dear Mr. Mercer:

We are enclosing your copy of Department of the Army Permit 200550240. Please note you are only authorized to complete the work described in the permit.

If you sell the property associated with this permit, the terms and conditions of this permit will continue to be binding on the new owner. To validate the transfer of this permit, have the succeeding party sign the permit transfer section at the end of the permit and forward a copy to this office, along with their printed name, address, telephone number, and other contact information.

The time limit for completing the work is specified in General Condition 1. If the work will not be completed prior to that date, you may request a time extension. Your request for an extension must be received by this office for consideration at least 30 days before the time limit date.

Please refer to identification number 200550240 in any correspondence concerning this project. If you have any questions, please contact Jason Gipson at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, email jason.a.gipson@usace.army.mil, or telephone 801-295-8380, extension 22.

Sincerely,

Shawn Zinszer
Chief, Intermountain Regulatory Section

Enclosure(s)



REPLY TO
ATTENTION OF

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

February 17, 2006

Regulatory Branch (200550240)

John D. Mercer
Mercer Bingham Junction, LLC
200 Brown Road, Suite 102
Fremont, California 94539

Dear Mr. Mercer:

We are enclosing two draft copies of Department of the Army Permit 200550240 with this letter. Please read the terms and conditions of this permit carefully. To accept this permit, please complete the following:

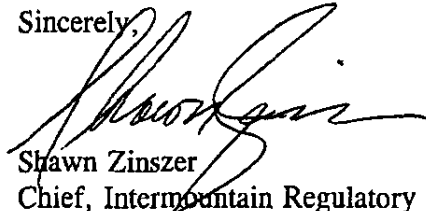
- a. Sign and date both copies of the permit. You should include your printed name and title. Your signatures will indicate acceptance of all permit conditions.
- b. Enclose a check or money order in the amount of \$100.00 made payable to FAO-USAED Sacramento when you return both copies of the signed permit to me.

After we receive all of the above items, we will sign and return one copy of the fully executed permit to you.

We are also enclosing a *Notification of Administrative Appeal Options and Process and Request for Appeal*. If you wish to appeal any of the terms and conditions of this permit, please follow the procedures on the enclosed form.

Please refer to identification number 200550240 in any correspondence concerning this project. If you have any questions, please contact Jason Gipson at the Utah Regulatory Office, 533 West 2600 South, Suite 150, Bountiful, Utah 84010-7744, email jason.a.gipson@usace.army.mil, or telephone 801-295-8380, extension 22.

Sincerely,



Shawn Zinszer
Chief, Intermountain Regulatory Section

Enclosures

DEPARTMENT OF THE ARMY PERMIT

Permittee: John D. Mercer
Mercer Bingham Junction, LLC
200 Brown Road, Suite 102
Fremont, California 94539

Permit Number: 200550240

Issuing Office: U.S. Army Engineer District, Sacramento
Corps of Engineers
1325 "J" Street
Sacramento, California 95814-2922

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below. A notice of appeal options is enclosed.

Project Description: To construct a mixed-use retail, commercial and high/medium density residential development with interspersed open space on the approximately 130-acre project site. The proposed project would permanently fill 2.6 acres of wetlands and open water channels to construct two large "big box" retail stores, with 6-7 smaller retail buildings, one small commercial/professional building, 82 medium density residential buildings (townhomes, flats) and an apartment complex with eleven 3-story buildings. A 24-acre consolidated open space zone would be located in the northwest portion of the site consisting of a 13-acre wetland mitigation site and 11-acre stormwater detention basin/recreational sports field. This portion of the project would temporarily impact 5.87 acres of wetlands to remediate contaminated soils within the avoided wetlands.

All work is to be completed in accordance with the attached plans.

Project Location: The Mercer Bingham Junction project site is located in Midvale in Section 23, Township 2 South, Range 1 West, Salt Lake County, Utah, and can be seen on the Midvale USGS Topographic Quadrangle. The site is bordered by 7200 South to the south, 700 West on the east and the Jordan River to the west.

PERMIT CONDITIONS:**Special Conditions:**

1. To ensure air quality conformance and that no adjacent properties are exposed to contaminated soil particles during soil remediation, the December 8, 2005, document entitled Soil Management Plan - Bingham Junction Development, is incorporated by reference as a condition of this authorization.

2. You shall develop a final comprehensive mitigation and monitoring plan, which must be approved by the Army Corps of Engineers prior to initiation of construction activities. The plan shall include mitigation location and design drawings, vegetation plans, including target species to be planted, and final success criteria, presented in the format of the Sacramento District's Habitat Mitigation and Monitoring Proposal Guidelines, dated December 30, 2004. The purpose of this requirement is to insure replacement of functions and values of the aquatic environment that would be lost through project implementation.

3. To ensure success of the preserved and created waters of the United States, you shall monitor compensatory mitigation, avoidance, and preservation areas for 5 years or until the success criteria described in the approved mitigation plan are met, whichever is greater. This period shall commence upon completion of the construction of the mitigation wetlands. Additionally, continued success of the mitigation wetlands, without human intervention, must be demonstrated for 3 consecutive years, once the success criteria have been met. The mitigation plan will not be deemed successful until this criterion has been met.

4. You shall submit monitoring reports to this office by October 1 for each year of the five-year monitoring period and, if remediation is required, for each additional year of monitoring. Within the monitoring period, you shall submit an additional monitoring report at the end of a 3-year period demonstrating continued success of the mitigation program without human intervention.

5. To prevent unauthorized access and disturbance, you shall install fencing and appropriate signage around the entire perimeter of the preserve. All fencing surrounding mitigation, preservation, avoidance, and buffer areas shall allow unrestricted visibility of these areas to discourage vandalism or disposing of trash or other debris in these areas. Examples of this type of fencing include chain link and wrought iron.

6. To ensure completion of compensatory mitigation measures, the permittee shall post a performance bond sufficient to cover the cost of construction, maintenance and monitoring of the site for 5 years with a Federally approved surety for the approximate

cost of wetland construction and monitoring. This bond shall not be released until the District Engineer has determined in writing that all mitigation success criteria have been met. A draft performance bond must be submitted to this office for review and approval. The performance bond must be posted prior to the start of any work otherwise authorized by this permit.

7. You shall install and maintain erosion and sediment control BMP's in good working condition until all exposed soil has been stabilized through revegetation. The BMP's must remain in place until the Corps has determined that the project area has been successfully stabilized.

8. To validate this authorization, you must take the actions required to record the enclosed CC&R's with the Registrar of Deeds or other appropriate official charged with the responsibility for maintaining records of title to or interest in real property. You must provide evidence that these CC&R's have been recorded against the deed for this property to this office prior to any work in waters of the United States otherwise authorized by this permit.

9. You must allow representatives from the Corps of Engineers to inspect the authorized activity and any mitigation, preservation, or avoidance areas at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

General Conditions:

1. The time limit for completing the work authorized ends on February 17, 2011. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:
 - () Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).
 - (X) Section 404 of the Clean Water Act (33 U.S.C. 1344).
 - () Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).
2. Limits of this authorization.
 - a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data.** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision.** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this permit.

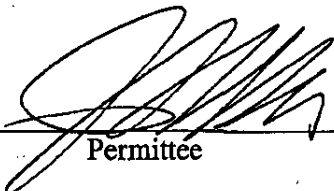
b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions.** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.


2/17/06

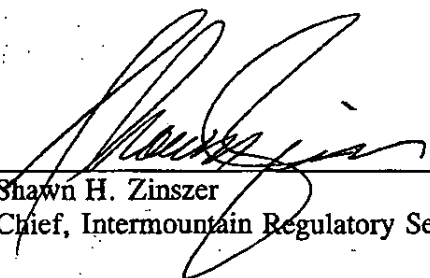
 Permittee Date

JOHN D. MERCER - MANAGING MEMBER

 Typed or Printed Name and Title of Permittee

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

FOR THE DISTRICT ENGINEER


2/17/06

 Shawn H. Zinszer Date
 Chief, Intermountain Regulatory Section

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below and returned a copy of the signed permit to the Corps of Engineers.

 Transferee Date

 Typed Name, Address, and Phone Number of Transferee

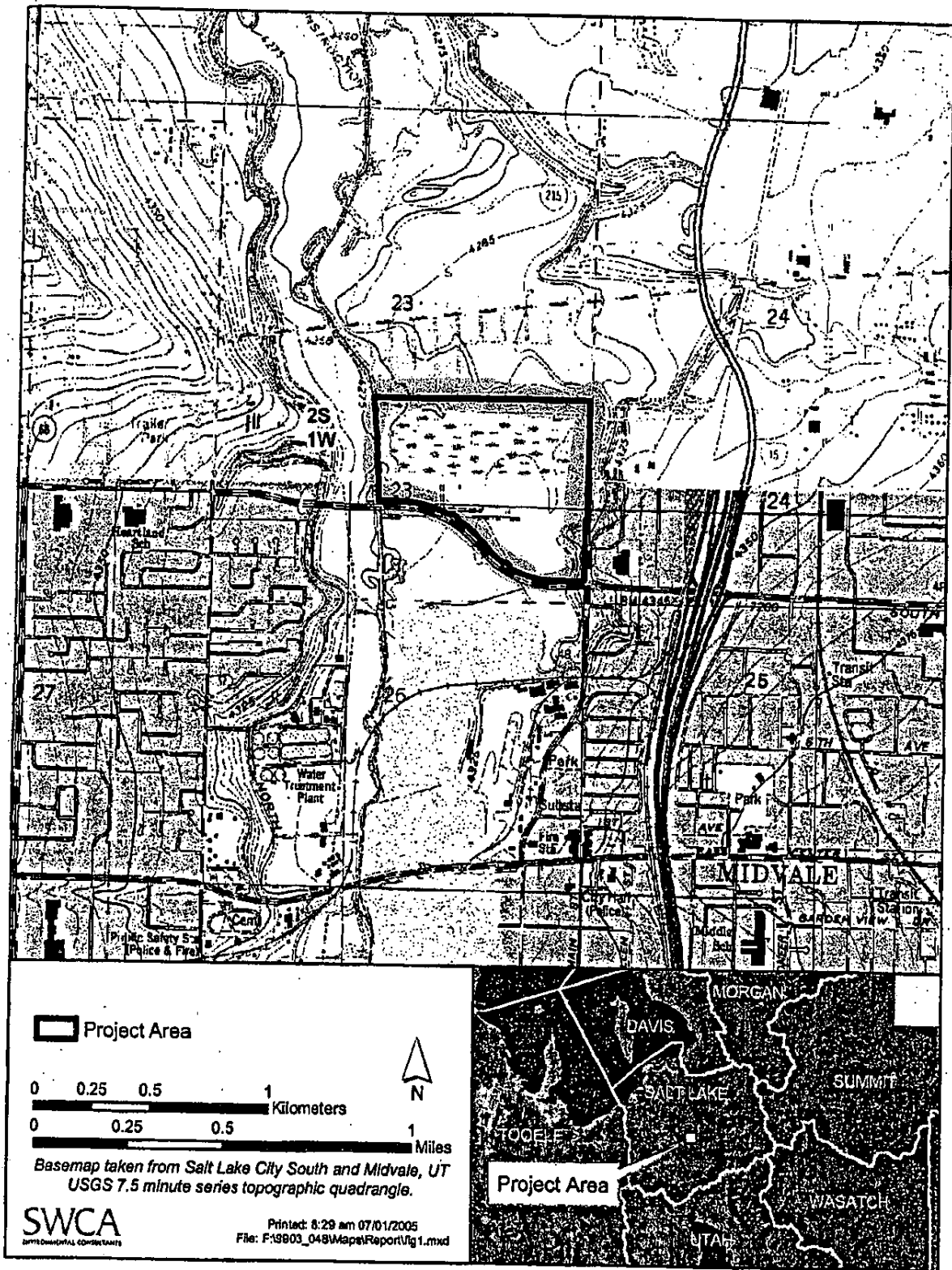


Figure 1. Midvale Slag OU1 wetland delineation.



State of Utah

Department of
Environmental Quality

Dianne R. Nielson, Ph.D.
Executive Director

DIVISION OF WATER QUALITY
Walter L. Baker, P.E.
Acting Director

Water Quality Board
Ray M. Child, Chair
Douglas E. Thompson, Vice-Chair
Robert G. Adams
Paula Doughty
David F. Echols
Neil K. Kochenour
Dianne R. Nielson
Jay Ivan Olsen
Joe Piccolo
Ronald C. Sims
J. Ann Wechsler
Walter L. Baker
Acting Executive Secretary

JON M. HUNTSMAN, JR.
Governor

GARY HERBERT
Lieutenant Governor

FILE COPY

February 14, 2006

Nancy Kang
United States Department Of The Army
Corps Of Engineers Regulations Office
533 West 2600 South Suite 150
Bountiful, UT 84010-7744

Dear Ms. Kang:

Subject: Water Quality Certification
404 Permit Application No. 200550240

Applicant:
John D. Mercer
J.D. Mercer & Company
Fremont, California

Location: Midvale, Utah. The site is bordered by 7200 South to the south,
700 West on the east and the Jordan River to the west.

Purpose: Construct a mixed-use retail, commercial and high/medium
density residential development.

Area Description: See US Army Corps of Engineers Public Notice Number
indicated above

We have reviewed the referenced application. It is our opinion that
applicable water quality standards will not be violated if appropriate Best
Management Practices (BMPs) are incorporated to minimize the erosion-
sediment load to any adjacent waters during project activities. We
recommend that appropriate water quality parameters of adjacent waters be
monitored for effectiveness.

The Division of Water Quality requests the following conditions be included
in the permit, if appropriate, as follows:

1. Whenever an applicant causes the water turbidity in an

Applicant: John D. Mercer		File Number: 200550240	Date: 17 Feb 2006
Attached is:			See Section below
→→	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I: The following identifies your rights and options regarding an administrative appeal of the above decision. Although administrative appeals may be filed in large districts, this form is only for use in small districts. Complete this form at the CORPERS office.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the DISTRICT Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the DISTRICT Engineer. Your objections must be received by the DISTRICT Engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the DISTRICT Engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the DISTRICT Engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the DISTRICT Engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the DIVISION Engineer. This form must be received by the DIVISION Engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the DIVISION Engineer. This form must be received by the DIVISION Engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice means that you accept the approved JD in its entirety and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the DIVISION Engineer. The appeal form must be received by the DIVISION Engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II. REQUEST FOR APPEAL OR OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS

If you have questions regarding this decision and/or the appeal process you may contact:

US Army Engineer District, Sacramento
Shawn H. Zinszer
Chief, Intermountain Regulatory Section
533 West 2600 South, Suite 150
Bountiful, UT 84010

(801) 295-8380

If you only have questions regarding the appeal process you may also contact:

Doug Pomeroy, Administrative Appeal Review Officer
Army Engineer Division, South Pacific, CESPDM-O
333 Market Street, San Francisco, CA 94105 (415-977-8035)

(NOTE: This is also the address to which an appeal addressed to the DIVISION Engineer would be mailed.)

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15-day notice of any site investigation and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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EXHIBIT "C" – MITIGATION AND MONITORING PLAN

[TO BE ADDED BY SUPPLEMENTAL DECLARATION WHEN COMPLETED]

**EXHIBIT "D" – OPEN SPACE OPERATIONS AND MANAGEMENT PLAN
FOR "PRESERVE AREA"**

[TO BE ADDED BY SUPPLEMENTAL DECLARATION WHEN COMPLETED]

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– *Declaration of Restrictions*

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