

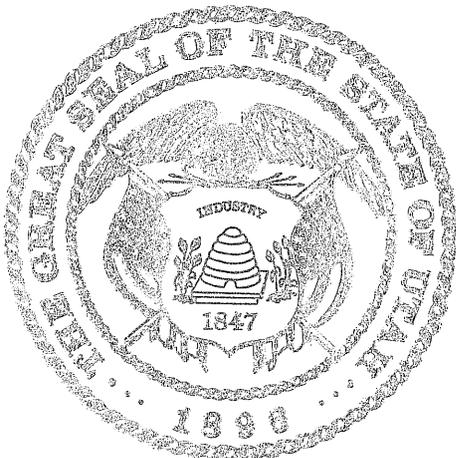
STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, GREG BELL, LIEUTENANT GOVERNOR OF THE STATE OF UTAH,
HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from
AMERICAN FORK CITY, dated February 23rd, 2010, complying with Section 10-2-425,
Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the
attached is a true and correct copy of the notice of annexation, referred to above, on file
with the Office of the Lieutenant Governor pertaining to AMERICAN FORK CITY,
located in Utah County, State of Utah.



IN TESTIMONY WHEREOF, I have
hereunto set my hand, and affixed the Great
Seal of the State of Utah this 9th day of June,
2010 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "Greg Bell", written over a horizontal line.

GREG BELL
Lieutenant Governor

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. 2010-02-08
TRI VALLEY/VINYL ANNEXATION (330 EAST 620 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE GC-2 GENERAL COMMERCIAL AND THE I-15 CORRIDOR SIGN LOCATION ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE TRI VALLEY/VINYL ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THAT PREVIOUS ANNEXATION ORDINANCES, 05-08-38 AND 05-08-39, TRI-VALLEY AND VINYL WHOLESALERS RESPECTIVELY, ARE DECLARED TO BE NULL AND VOID.

SECTION IV. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 23 DAY OF FEBRUARY, 2010.

ATTEST:

STATE OF UTAH
COUNTY OF UTAH



James H. Hadfield
JAMES H. HADFIELD, MAYOR

I, RICHARD M. COLBORN, 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 23 DAY OF FEBRUARY, 2010.

Received

JUN - 9 2010

Richard M. Colborn
RICHARD M. COLBORN, RECORDER

Greg Bell
Lieutenant Governor

ATTACHMENT A

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

A PARCEL OF LAND IN THE SW 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN, LOCATED IN UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

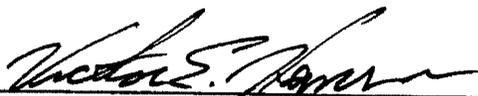
BEGINNING AT A POINT WHICH IS NORTH 681.83 FEET AND EAST 331.83 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N49°55'07"W 180.91 FEET; THENCE NORTH 96.15 FEET; THENCE EAST 273.43 FEET; THENCE NORTH 117.09 FEET TO THE SOUTHERLY LINE OF THE GREENWOOD ADDITION NO. 2 ANNEXATION AS DESCRIBED IN THE UTAH COUNTY RECORDER'S OFFICE, ENTRY # 50024, DATED DEC. 18, 1991; THENCE ALONG SAID BOUNDARY S88°58'00"E 33.86 FEET TO THE WESTERLY LINE OF THE M.J. CONDER ANNEXATION AS DESCRIBED IN THE UTAH COUNTY RECORDER'S OFFICE, ENTRY # 44256, DATED NOV. 2, 1978; THENCE ALONG SAID BOUNDARY SOUTH 161.43 FEET; THENCE WEST 1.88 FEET; THENCE S00°17'00"W 165.76 FEET; THENCE S82°01'53"W 31.45 FEET; THENCE N88°58'00"W 135.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.40 ACRES, MORE OR LESS.

PARCEL 2

BEGINNING AT A POINT WHICH IS EAST 675.07 FEET AND NORTH 390.04 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N50°04'52"W 173.22 FEET TO THE EASTERLY LINE OF THE CURTIS ANNEXATION AS DESCRIBED IN THE UTAH COUNTY RECORDER'S OFFICE, ENTRY #143142:2007; THENCE ALONG SAID BOUNDARY N00°53'52"E 139.68 FEET; THENCE EAST 132.10 FEET TO THE WESTERLY LINE OF THE CROSBY ANNEXATION AS DESCRIBED IN THE UTAH COUNTY RECORDER'S OFFICE, ENTRY 12464, DATED APRIL 23, 1990; THENCE ALONG SAID BOUNDARY S00°19'36"W 250.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.60 ACRES, MORE OR LESS.


VICTOR E. HANSEN PLS, 176695

5/19/2010
DATE

SURVEYOR'S SEAL



COUNTY SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT

COUNTY SURVEYOR



ATTACHMENT B

2-16-10

ANNEXATION AGREEMENT (Tri Valley/Vinyl Annexation)

This Agreement, made and entered into this 23 day of February 2010, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Glendon Nilson, current owner of the previous Tri City Annexation and successor in interest to the original applicants for the Vinyl Wholesalers Annexation (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of those certain parcels of privately owned real property identified on Attachment 1 as: (1) Haaga Parcel and (2) Tri Valley Parcel, which parcels were each previously the subject of a separate *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 2) and, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has previously resolutions indicating its intent to annex both the Haaga Parcel and the Tri Valley Parcel (Haaga No. 04-02-05R Tri Valley 03-06-31 R). Further, notice of hearing regarding each of the proposed areas has been published and the public hearing thereon held. No protests to the annexation of either parcel were received; and

WHEREAS, each parcel proposed for annexation constitutes a portion of an existing island or peninsula; and

WHEREAS, The City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, concurrently with the approval and execution of this Agreement, and (2) authorize the recording of the annexation 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; and

WHEREAS; notwithstanding the fact that each parcel was initially submitted as separate annexation requests, the City Council has determined that because of the passage of time; the fact that the ownership of each parcel is now held in common; and other considerations, the two parcels should be combined and a revised common agreement approved.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

SECTION 1. The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, set forth on Attachment 1, which parcels are by this reference made part of this Agreement.

SECTION 2. Applicant 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, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of development as set forth in this Agreement and as required by the terms of City's Development Code and Impact Fee Ordinance and does not constitute a constitutional taking as defined pursuant to the terms of UCA 10-9a-103, 1953, as amended.

SECTION 3. Applicant hereby affirms that he is current sole owner of the privately owned parcels identified on Attachment 1 and has complete authority to enter into this Agreement and to bind the properties hereto.

SECTION 4. City affirms that, pursuant to the terms of the proposed Annexation Ordinance, the zone classification to be made applicable to the Annexation Area shall be the GC-2 General Commercial Zone and also the I-15 Corridor Sign Location Zone.

SECTION 5. City has determined that 330 East Street, which runs adjacent to the Haaga Parcel and 620 South which runs adjacent to the Tri Valley Parcel each have insufficient width to safely accommodate access to the site at anticipated traffic levels for commercial activity. As a condition of annexation, Applicant hereby agrees to convey to City the right-of way required for widening of 330 East Street and 620 South. Maps showing the approximate location of the lands being conveyed for street widening purposes together with a copy of the deed(s) conveying the parcels to City are attached hereto (Attachment 3). City hereby acknowledges receipt of the executed original.

SECTION 6. Applicant has proposed development of the Annexation Area, together with adjacent lands for commercial purposes. Concurrently with the request for annexation, Applicant has submitted an Annexation Concept Plan showing the anticipated initial development of the property as a display area for utility trailers (Tri Valley) and for residential playground equipment (Haaga) and the placement of a relocated billboard at the approximate location shown on the plan (Attachment 4). Applicant affirms that any future change in the use of the parcels will require submission and approval of an amended development plan which will fully conform to the requirements for Planned Commercial Developments within the GC-2 Zone, or such zone designation as is in effect at the time of the request, and I-15 Corridor Sign Zone

SECTION 7. The Annexation Concept Plan also shows the proposed placement of a billboard at the northern edge of the Tri Valley Parcel. The billboard site represents the proposed replacement site of a relocated existing billboard currently located at 500 West and 200 South, which is being removed from service as a result of the widening of I-15. Applicant affirms that the no other billboards, except the one to be relocated at the location shown on the Annexation Concept Plan will be constructed erected within the annexation area..

SECTION 8. Current City annexation policies require that all signatories to the request for annexation convey to City sufficient water right to meet the needs of the proposed development. Where an annexation includes an existing dwelling a water right credit of one acre foot for the existing dwelling is granted. The Annexation Concept Plan indicates a combined development area for the two parcels of approximately two acres with a with a majority of the

land used as display area. Based on the Annexation Concept Plan, the water rights requirement for the annexation will be 3.6 acre feet. In the event that the Annexation Area, or any portion, is redeveloped to a use which has a different water use requirement, City retains the right to require additional water right in the amount required to meet the additional demand.

SECTION 9. The water right conveyance requirement is to be satisfied as follows:

- A. A credit for the existing dwelling in the amount of one acre foot.
- B. A deed to a 2.6 acre foot portion of Water Users Claim # 55-12288 (a33642), which water right has heretofore been approved by the Utah State Engineer for municipal purposes within the City.

Copies of the documents evidencing approval of the water right for municipal purposes in City and conveyance of the above referenced water rights are attached hereto (Attachment 5) and City acknowledges receipt of the executed originals.

City acknowledges that the water right conveyed to the City constitutes only a portion of the water right eligible for withdrawal from the existing well situated on the Haaga Parcel and that the Applicant intends to utilize the remainder of the water right associated with the well (Water User Claim # 55-1625) for irrigation, dust suppression on the site and other non culinary purposes. Acceptance of the deed is for the water right only. Any future requirement to abandon the well site and any costs associated therewith shall be the responsibility of the Applicant.

SECTION 10. No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of future development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 11. 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.

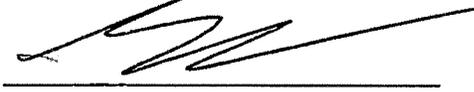
SECTION 12. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to Glen Nilson _____

SECTION 13. This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

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

GLENDON NILSON

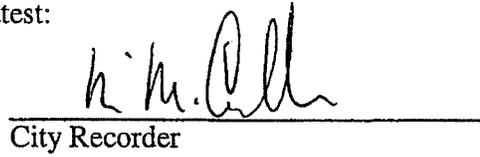


AMERICAN FORK CITY

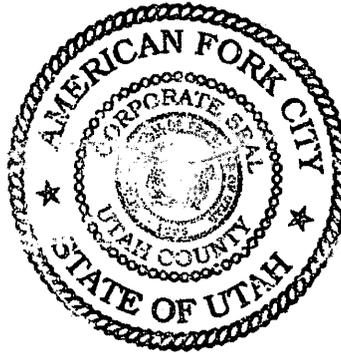


Mayor

attest:



City Recorder



LIST OF ATTACHMENTS

- Attachment 1.** Copy of Annexation Plat
- Attachment 2.** Copy of Request to Initiate Annexation
- Attachment 3.** Copy of maps showing the location of street rights-of-way and a copy of deeds conveying the area to City.
- Attachment 4.** Copy of Annexation Concept Plan for each parcel
- Attachment 5.** Copy of water rights conveyance documents

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 6-9-03

We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418 of the Utah State Code.

We hereby further acknowledge and affirm as follows:

- A. The majority of the area consists of residential or commercial development
- B. The area requires delivery of municipal type services
- C. American Fork City has provided most or all of the municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
542 64 6672	Glen Nilson	
13-052-0012		

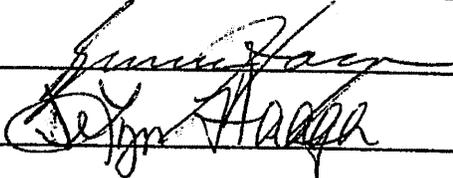
REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 1/27/04

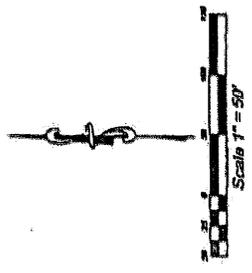
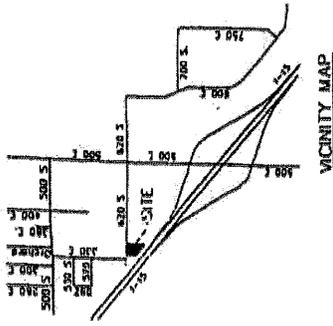
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418 of the Utah State Code.

We hereby further acknowledge and affirm as follows:

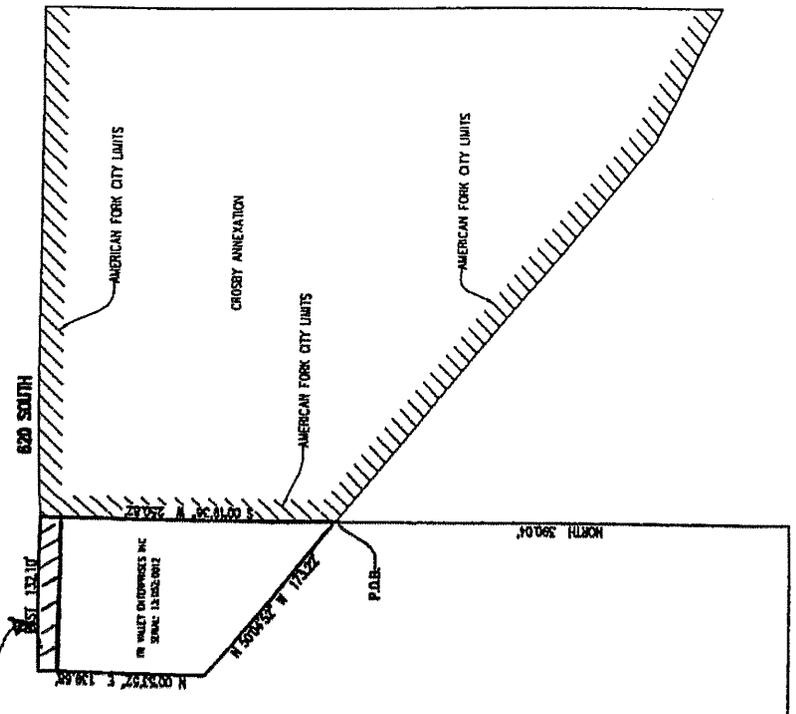
- A. The majority of the area consists of residential or commercial development
- B. The area requires delivery of municipal type services
- C. American Fork City has provided most or all of the municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
	Bruce & DeLyn Haaga	

PLANS FOR WIDENING OF 620 SOUTH
 FROM 617 TO 620 SOUTH



SOUTHWEST CORNER
 SECTION 2A
 TOWNSHIP 5 SOUTH
 RANGE 1 EAST
 SALT LAKE BRIDGE & BERGMAN



I HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS FIRST 675.07 FEET AND NORTH 130.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 2A, T4S, R1E, UTAH COUNTY, UTAH. SALT LAKE UASE AND UTAH COUNTY, UTAH. BEING AS FOLLOWS:

LINE NO.	BEARING	DISTANCE
1	N 0°00'00" E	390.04'
2	E 87°54'10" N	132.10'
3	N 50°05'10" W	174.22'
4	N 0°00'00" E	139.64'
5	N 89°54'10" E	132.10'
6	N 0°00'00" E	390.04'

LIST OF BEARINGS = STATE PLATE COORDINATE SYSTEM

DATE _____

SURVEYOR _____

ACCEPTANCE OF UNDERSTANDING ENTRY

DATE _____

ANNEXATION PLAT

TRI VALLEY

AMERICAN FORK UTAH COUNTY, UTAH

SCALE 1" = 50 FEET

ATTACHMENT 3

Quit Claim Deed

TRI VALLEY ENTERPRISES, INC., Grantor, of American Fork City, County of Utah, State of Utah, hereby QUIT CLAIM to the City of American Fork, Grantee, of American Fork City, County of Utah, State of Utah for the sum of ten dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah:

BEGINNING AT A POINT APPROXIMATELY 1 FOOT SOUTH OF THE EXTENSION OF AN EXISTING SIDEWALK ON THE SOUTH SIDE OF 620 SOUTH STREET, SAID POINT BEING N00°02'42"W ALONG THE SECTION LINE 610.16 FEET AND EAST 860.03 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, S.L.B.&M.; THENCE N88°26'43"W 315.61 FEET TO A POINT ON THE WEST LINE OF THE TRI VALLEY ENTERPRISES, INC PROPERTY; THENCE ALONG THE BOUNDARIES OF SAID PROPERTY THE FOLLOWING 5 COURSES AND DISTANCES; (1) N00°53'52"E 7.26 FEET; (2) THENCE S88°26'43"E 133.70 FEET; (3) THENCE N00°19'42"E 19.11 FEET; (4) THENCE EAST 181.55 FEET; (5) THENCE S00°08'11"E 31.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.143 ACRES, MORE OR LESS.

IN WITNESS WHEREOF, said _____ has caused this instrument to be executed by its proper officers thereunto duly authorized, this 22nd day of March, A.D. 2007.

STATE OF Utah)
) ss.
COUNTY OF Utah .)

By [Signature] Pres

On the date first above written personally appeared before me, Glendon Nilson who, being by me duly sworn, says that he is the President of TRI VALLEY ENTERPRISES, INC., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of Glendon Nilson, and said acknowledged to me that said TRI VALLEY ENTERPRISES, INC. corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public



NOTARY PUBLIC
KELLEY JENSEN
906 East State Rd
American Fork, UT 84003
My Commission Expires
May 30, 2008
STATE OF UTAH

ATTACHMENT 3

Quit Claim Deed

ENT 48453:2007 PG 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 Apr 03 2:06 pm FEE 0.00 BY CH
RECORDED FOR AMERICAN FORK CITY

Glen Nilson, Grantor, of Highland, County of Utah, State of Utah, hereby QUIT CLAIM to the City of American Fork, Grantee, of American Fork City, County of Utah, State of Utah for the sum of ten dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah:

BEGINNING AT A POINT ON AN EXTENSION OF THE WESTERLY RIGHT OF WAY OF 330 EAST STREET AS ESTABLISHED BY GREENWOOD SUBDIVISION PLAT "A", ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING N00°02'42"W ALONG THE SECTION LINE 678.63 FEET AND EAST 451.87 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, S.L.B.&M.; THENCE NORTH 215.07 FEET ALONG THE EXTENSION OF SAID RIGHT OF WAY TO THE NORTH LINE OF THE GLEN NILSON PROPERTY; THENCE ALONG THE BOUNDARIES OF SAID NILSON PROPERTY THE FOLLOWING 3 COURSES AND DISTANCES; (1) EAST 15.46 FEET; (2) THENCE SOUTH 215.00 FEET; (3) THENCE S89°44'28"W 15.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.076 ACRES, MORE OR LESS.

Witness, the hand of said Grantor, this 22ND day of March, A.D. 2007.

Signed in the presence of:

Kelley Jensen
State of Utah)
ss.
County of Utah)

[Signature]
Grantor

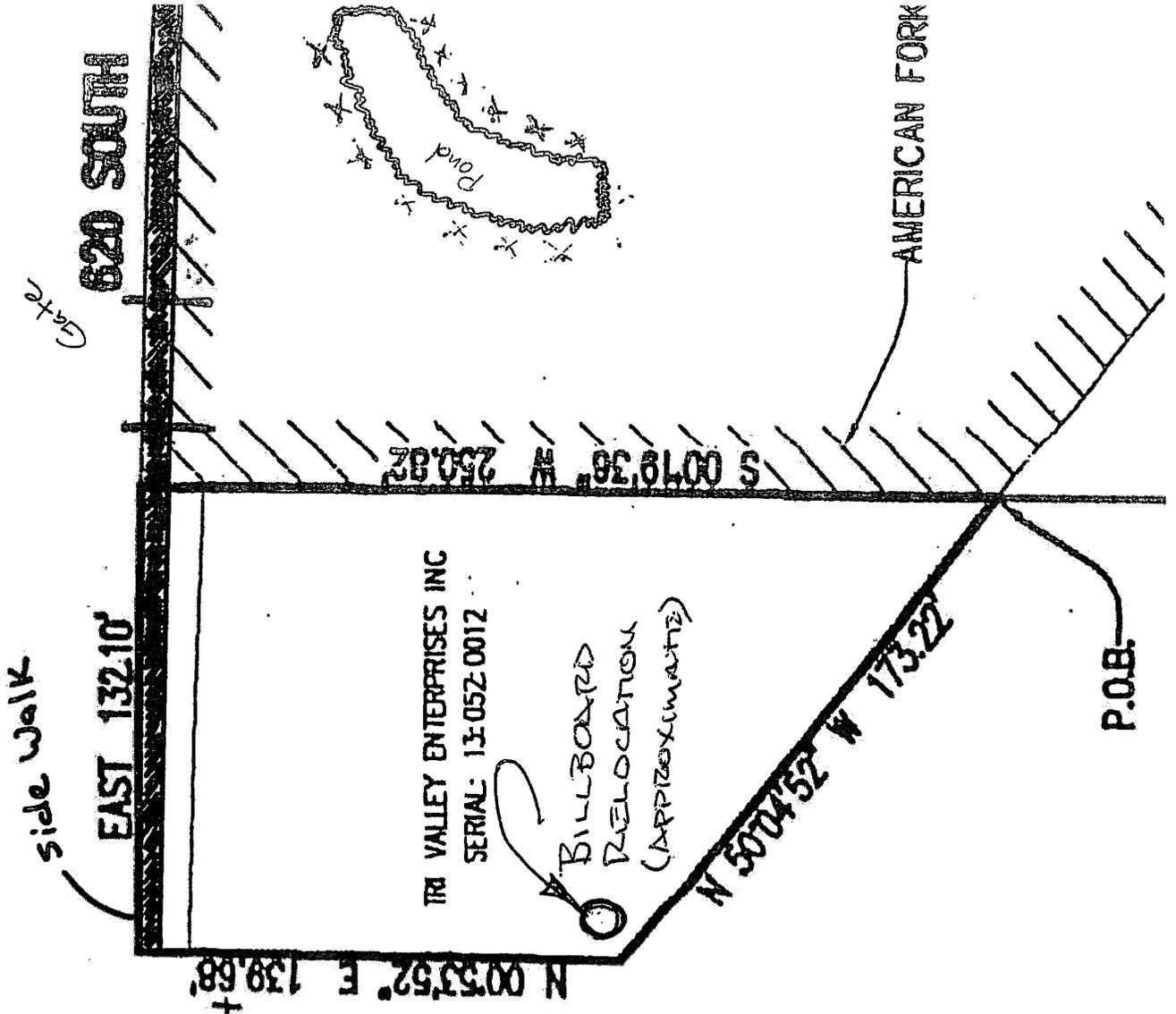
On the date first above written personally appeared before me, Glendon Nilson the signer of the within and foregoing instrument, who duly acknowledged to me that he executed the same.

Kelley Jensen
Notary Public



NOTARY PUBLIC
KELLEY JENSEN
606 East State Rd
American Fork, UT 84003
My Commission Expires
May 30, 2008
STATE OF UTAH

ATTACHMENT 3



North Star Trailer Lot

- * Lot covered with crushed asphalt
- * 6' chainlink Fence
- * 20+ Spruce trees around Pond

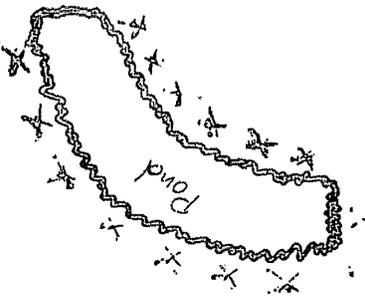
Lot use

- * Retail trailer Sales
- * Trailer Display

ATTACHMENT 4

TRI VALLEY ENTERPRISES INC
SERIAL: 13-052-0012

BILLBOARD
RELOCATION
(APPROXIMATE)

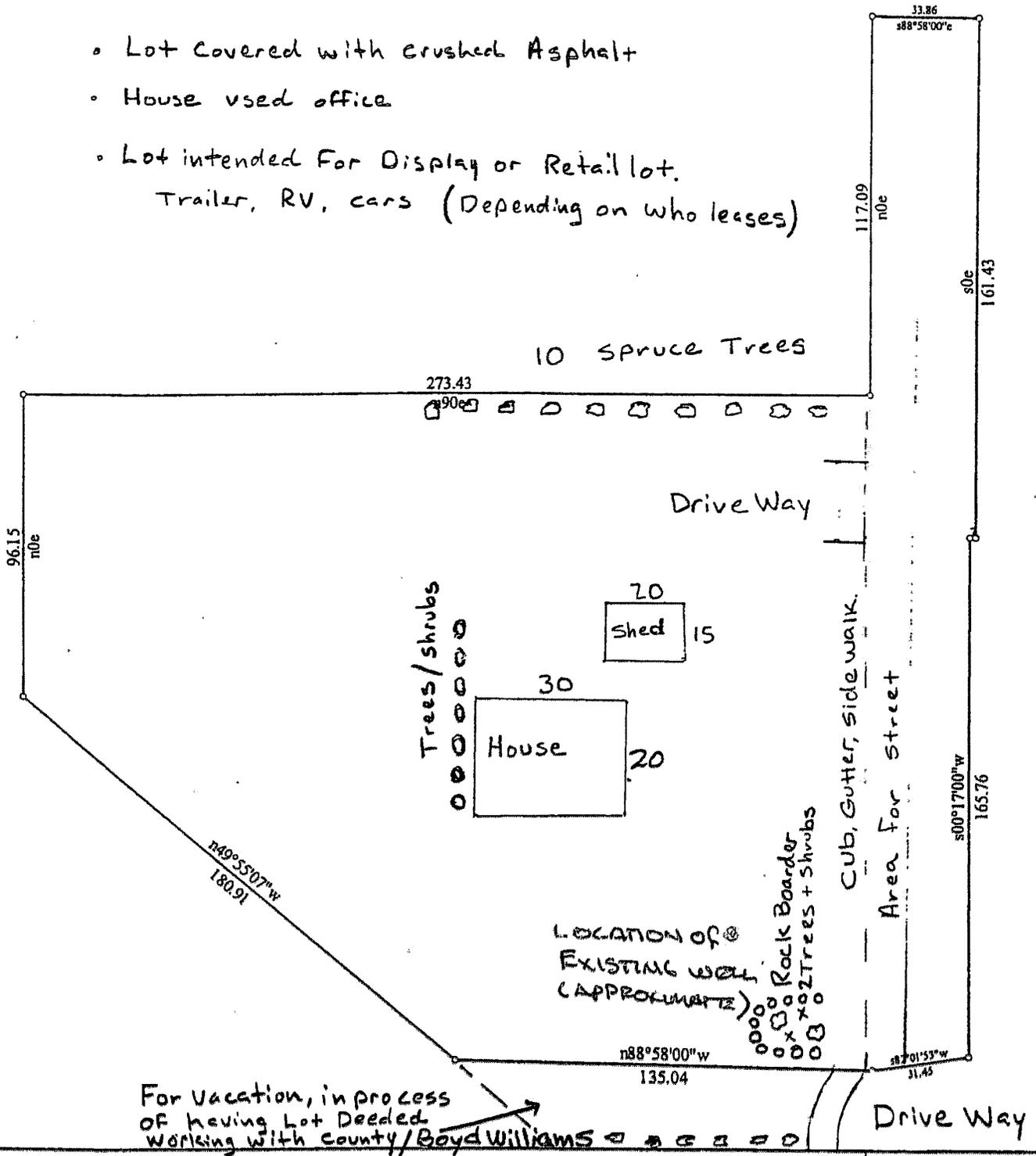


side walk

Gate

P.O.B.

- 6' Chain Link Fence
- Lot Covered with crushed Asphalt
- House used office
- Lot intended For Display or Retail lot.
Trailer, RV, cars (Depending on who leases)



For Vacation, in process of having lot Deeded. Working with county/Boyd Williams

Title: Vinyl Wholesalers Annexation		Date: 06-27-05
Scale:	File: Vinyl Wholesalers Annex.des / Glen Nilson	
Tract 1: 1.401 Acres: 61018 Sq Feet: Closure = s70.2624w 0.00 Feet: Precision >1/999999: Perimeter = 1197 Feet		
001=n739268.66 e1918839.61	006=n90e 273.43	011=s00.1700w 165.76
002=n0e 681.09	007=n0e 117.09	012=s82.0153w 31.45
003=n90e 331.84	008=s88.5800e 33.86	013=n88.5800w 135.04
004=n49.5507w 180.91	009=s0e 161.43	
005=n0e 96.15	010=n90w 1.88	

ATTACHMENT 5 (Form only)

**SPECIAL WARRANTY DEED
(WATER)**

Glendon Nilson of Utah County, Utah, Grantors, in consideration of the payment of the sum of ten dollars (\$10) and other good and valuable consideration hereby conveys and warrants against all claiming by, through or under Grantor, to the City of American Fork, Utah, a municipal corporation of the State of Utah, Grantee, the following described water right in Utah County, Utah.

A two and six tenths (2.6) acre foot portion of that certain water right identified on the records of the Utah State Engineer as Water User Claim No. 55-12288 (a33642).

WITNESS the hand of said Grantor this ___ day of _____, 2010.

By: _____

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the _____ day of _____, 2010, personally appeared before me Glendon Nilson, signer of the foregoing instrument, who is known to me and who by me duly sworn affirmed that said document was signed by him/her.

WITNESS my hand and official seal

_____ Notary Public
Residing at: _____

My commission expires:
