

STATE OF UTAH

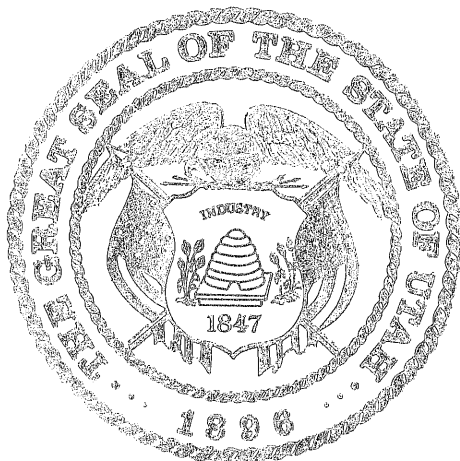


OFFICE OF THE LIEUTENANT GOVERNOR

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 CHARLESTON TOWN, dated March 3<sup>rd</sup>, 2011, 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 CHARLESTON TOWN, located in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 4<sup>th</sup> day of April, 2011 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Greg Bell".

GREG BELL  
Lieutenant Governor



## CHARLESTON TOWN

3454 West 3400 South • Charleston, Utah 84032  
435.654.7177 • Fax 435.654.9005

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April 4, 2011

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Utah State Lieutenant Governor's Office  
Attn: Justin  
350 N. State Street  
Salt Lake City, UT 84114

Dear Justin:

As of March 3, 2011, Charleston Town has annexed a commercial area into its boundaries. The company that owns the property is Bingelli Properties, LLC located at 3595 South Highway 189, in Wasatch County. I have included a copy of the Annexation Ordinance. The legal description of the property is listed as Attachment "A" of the Annexation Ordinance. At the end of the agreement is a copy of the certified annexation map.

If I have failed to provide adequate information or if you have any questions please feel free to contact me at 435-654-7177.

Sincerely,

Ramie Winterton  
Charleston Town Clerk

enc

Received

APR - 4 2011

Greg Bell  
Lieutenant Governor

ORDINANCE NO. 2011-01

AN ORDINANCE APPROVING THE BINGELLI  
ANNEXATION PETITION AND ACCEPTING THE AGREEMENT  
OF CONDITIONS OF APPROVAL FOR ANNEXATION OF  
BINGELLI PARCEL

WHEREAS, Applicant has on October 7, 2010, filed a Petition for Annexation of property into the Town of Charleston, including properties legally described in Attachment "A" of the attached Agreement of Conditions of Approval for the Annexation of the Bingelli Parcel attached hereto as Exhibit "A" (the "Agreement"); and

WHEREAS, Applicant has executed the attached Agreement attached hereto as Exhibit "A" as a condition of the Town of Charleston approving the annexation request,

BE IT ORDAINED by the Town Board of Charleston, Utah that The Bingelli Annexation is adopted consistent with and conditioned upon the execution of the above referenced Agreement of Conditions of Approval.

Said annexation approval is made by the Town of Charleston reserving all of its full statutory and common law discretion pursuant to Section 10-2-401 et seq. of the Utah Code Annotated.

This Ordinance shall be effective upon the posting of a copy in each of three (3) public places within the corporate limits of Charleston and posting on the Website.

PASSED AND ADOPTED by the Town of the of Charleston, Wasatch County, Utah, this 3rd day of March, 2011.

	YES	NO	ABSENT
Board Member Scott McEuen	<u>X</u>	_____	_____
Board Member Dennis McKenzie	<u>X</u>	_____	_____
Council Member Brenda Vincent	<u>X</u>	_____	_____
Council Member Wayne Winterton	<u>X</u>	_____	_____
President John Whiting	_____	_____	_____

By: *James Williams*  
Town President

Attest: *Ree Duttle*  
Town Recorder

Seal:

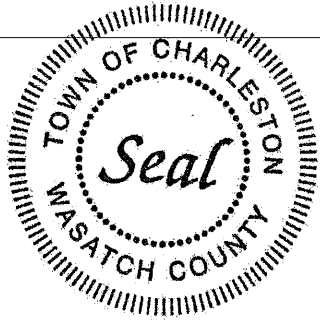


Exhibit "A"

AGREEMENT OF  
CONDITIONS OF APPROVAL  
TO ANNEX BINGELLI  
PARCEL

THIS AGREEMENT (the "Agreement") is made and entered into this 3rd day of March, 2011 (the "Effective Date"), by and between the **Town of Charleston** (the "Town"), a Utah municipal corporation and **Bingelli Rock Products LLC**, a Utah Limited Liability Company "Applicant".

RECITALS:

- A. The Town and the Applicant, consider it mutually beneficial to Annex Applicant's property into the Town limits.
- B. The Company and the Applicant agree that this Agreement shall set forth the terms and conditions under which this annexation approval is based.

NOW, THEREFORE, for good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree that as a condition of the Town of Charleston approving the Petition of the undersigned Applicant for annexation of properties into the Town of Charleston, said properties being legally described herein as Attachment "A". Said properties being located outside the Town of Charleston which consists of 504.22 acres owned by Bingelli Rock Products, LLC. Applicant and the Town of Charleston (the "Town") agree to be mutually bound by the following terms and conditions:

1. Conditions contained herein are subject to receipt of final approval of the Petition from all required Town agencies and bodies, including such zoning as will allow for the development of the subject property as set forth in the Petition and such other documents as may be submitted to the Town by the Applicant, subject only to the conditions contained herein and such additional conditions as Applicant may hereafter agree to.
2. Applicant, hereby agrees to adhere to all conditions, terms, requirements and so forth, as previously agreed to while under the jurisdiction of Wasatch County, herein attached to this agreement as Attachment "B", incorporated hereto and made a part hereof, *Existing Conditions of Operation of Wasatch County*.
3. Applicant hereby agrees that the annexed property will be zoned RA-5 and I-1, as outlined on the attached map, Attachment "C".
4. Applicant agrees to process site, concept, preliminary and final plans, as may be required by Town ordinances, for any development proposals through the Town Planning Commission and Board under the Town of Charleston Ordinances (as the same may be from time to time

amended) and agrees that no “vesting rights” issues exist with the Town of Charleston under any previous application, agreement, or approval with the Town of Charleston.

5. Applicant hereby agrees that any plans submitted to the Town, as outlined in Section 4 above, shall include and address the following:

- A. Discussion and submission of an approved plan for public trail easements surrounding and through the property, especially connecting to any future trail system to be constructed by the Town or others.
- B. Provide Water shares or water rights and infrastructure, in type and amount determined by the Charleston Water Conservancy District, “**Water District**”, which shall be turned over to the Water District prior to any final approvals of the Town, subject to a binding commitment for adequate water service by the Water District and annexation of the property into the Water District boundaries.
- C. Submission of appropriate documentation and approved designs relative to any existing and future roads within the annexation area that are required or requested to become public. Approval and acceptance by the Town shall be at the sole discretion of the Town Board.

6. Applicant agrees to adhere to the Town building, fire, zoning, nuisance and all other applicable Town, county, state, and federal codes, as the same may be amended from time to time.

7. Applicant agrees to pay all annexation fees, as per the Town’s adopted fee schedule and any outside consulting fees incurred by the Town on behalf of the Applicant for costs directly related to application and processing.

8. Applicant agrees to submit a detailed Landscape Plan to the satisfaction of the Town Board by June 30, 2012. The Landscape Plan shall include the following:

- A. A considerable mixture of trees, shrubs, landscape rock and plants;
- B. Drip irrigation system throughout the bermed/landscaped areas.
- C. Plants and trees shall be placed on and around the berms in random fashion to prevent the appearance of a straight fence-line of trees. The pattern and makeup of the foliage of the berm and other details shall be incorporated in the above mentioned Landscape Plan and approved by the Town prior to annexation approval. With regard to the berm to the East and Northeast of the cemetery, any such shall be, as is reasonably functional, incorporated into the natural rise already existing and shall be constructed in such a way to block, screen and hide any structures or equipment located on the adjacent property.
- D. Final construction of said berms will be completed by June 30, 2013.

9. Miscellaneous Provisions:

- A. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is specified or is clearly a factor.
- B. Nothing contained in this Agreement shall create any partnership, joint venture or agency relationship between the parties.
- C. The Recitals to this Agreement are incorporated as a part of this Agreement. Whenever required by the context of this Agreement, the singular includes the plural and the masculine includes the feminine and vice versa. The term "including" and words of similar import mean "including, without limitation" and the phrase "sole discretion" means "sole and absolute discretion". This Agreement has been negotiated by the parties and shall not be construed for or against any of them.
- D. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior promises, negotiations, representations or warranties not contained herein with respect to the matter hereof.
- E. The laws of the State of Utah shall govern the interpretation and enforcement of the Agreement. The parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.
- F. Applicant agrees to pay to the Town all legal fees, including court costs, incurred by the Town should the Applicant default on any portion of this agreement. Applicant agrees to also pay for any fees associated with the hiring of a certified inspector at as the Town deems needful.
- G. If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect, provided that the fundamental purpose of this Agreement.
- H. Upon execution of this Agreement, the same shall be recorded at the Office of the Wasatch County Recorder and shall become a covenant running with the land.

TOWN'S AUTHORIZING SECTION

DATED THIS 3rd day of March, 20 11.

ATTEST:

By: R. Outter  
Town Clerk

CHARLESTON TOWN,  
A Utah Municipal Corporation  
By: James Wharton  
Town President

Seal:



APPROVED AS TO FORM:  
Joseph L. Smith  
Town Attorney



APPLICANT'S AUTHORIZING SECTION

Properties LLC  
Bingelli ~~Rock Products~~ Section

By [Signature]  
It's MELVIN McQuarrie  
member

Date: 3-21-2011

and

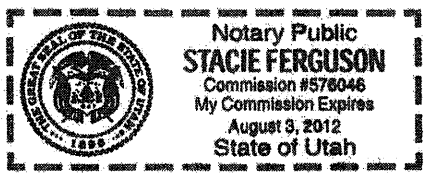
By [Signature]  
It's member

Date: 3-21-2011

STATE OF UTAH )  
)ss  
COUNTY OF WASATCH )

On this day 21 of March, 2011,  
personally appeared before me, Melvin McQuarrie & Deanna Binggeli,  
whose identities are personally known to me or proved to me on the basis of satisfactory  
evidence, and who affirmed that Melvin is the Owner and Deanna  
is the owner of Binggeli Properties by authority of its members or its articles of  
organization, and each acknowledged to me that said Limited Liability Company executed the  
same.

[Signature]  
Notary Public



## Attachment "A"

### Bingelli Annexation Legal Description

BEGINNING AT A POINT LOCATED N89°23'00"E ALONG THE SOUTH SECTION 1327.73 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN TO A POINT ON THE CHARLESTON TOWN BOUNDARY, SAID POINT ALSO BEING ON THE EAST BOUNDARY OF DEER CREEK STORAGE AS RECORDED IN BOOK 578 PAGE 512 AT THE WASATCH COUNTY RECORDERS OFFICE (ALL REFERENCES ARE RECORDED AT THE WASATCH COUNTY RECORDERS OFFICE); THENCE NORTH 673.91 FEET ALONG SAID EAST BOUNDARY TO THE CENTERLINE OF US HIGHWAY 189; THENCE N52°34'03"E 2272.19 FEET ALONG SAID CENTERLINE, AND LEAVING SAID TOWN BOUNDARY, TO THE SOUTH BOUNDARY OF CONTINENTAL LEASING AS RECORDED IN BOOK 147 PAGE 454 AND WASATCH COUNTY PROPERTY AS RECORDED IN BOOK 316 PAGE 364; THENCE ALONG SAID BOUNDARIES THE FOLLOWING TWO COURSES: (1) THENCE S89°51'55"E 847.35 FEET; (2) THENCE N89°50'14"E 1334.94 FEET TO THE WEST BOUNDARY LINE OF OSWALD RANCH FAMILY PARTNERSHIP AS RECORDED IN BOOK 766 PAGE 428, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARY S00°21'32"W 861.22 FEET TO THE SOUTH BOUNDARY LINE OF SAID RANCH PROPERTY AND THE SOUTH BOUNDARY OF DRAGE INVESTMENT CO AS RECORDED IN BOOK 58 PAGE 242, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARIES THE FOLLOWING THREE COURSES: (1) THENCE S89°44'30"E 1838.39 FEET; (2) THENCE SOUTH 20.75 FEET; (2) THENCE EAST 820.57 FEET TO THE WEST BOUNDARY LINE OF MICHAEL C. SULLIVAN TRUST PROPERTY AS RECORDED IN BOOK 329 PAGE 414, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE S00°12'42"E 799.79 FEET ALONG SAID BOUNDARIES TO THE NORTHERLY BOUNDARY OF DANIEL CREEK SUBDIVISION SECOND AMENDED, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARIES THE FOLLOWING SEVEN COURSES: (1) THENCE S89°31'46"W 141.21 FEET; (2) THENCE S62°33'45"W 114.51 FEET; (3) THENCE S60°52'42"W 137.41 FEET; (4) THENCE S77°13'05"W 310.68 FEET; (5) THENCE S52°09'28"W 56.18 FEET; (6) THENCE S22°57'29"W 141.82 FEET; (7) THENCE N89°58'08"W 548.38 FEET TO THE WEST BOUNDARY LINE OF SAID SUBDIVISION, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE S00°29'42"E ALONG SAID BOUNDARY 1312.05 FEET; THENCE S00°29'42"E LEAVING SAID DANIEL TOWN BOUNDARY AND FOLLOWING THE WEST BOUNDARY OF THE UTAH STATE DEPARTMENT OF FISH & GAME THE FOLLOWING THENCE 1327.95 FEET TO THE NORTH BOUNDARY LINE OF SAID STATE PROPERTY; THENCE WEST 4024.3 FEET ALONG SAID BOUNDARY TO THE EAST BOUNDARY OF ASSET PROTECTION LLC AS RECORDED IN BOOK 514 PAGE 356; THENCE ALONG SAID BOUNDARIES THE FOLLOWING TWO COURSES:

(1) THENCE NORTH 1292.76 FEET; (2) THENCE N89°59'59"W 1327.65 FEET TO THE EAST BOUNDARY OF THE CHARLESTON CITY CEMETERY;  
THENCE NORTH ALONG SAID BOUNDARY 676.49 FEET TO THE EAST BOUNDARY OF BINGGELI PROPERTIES AS RECORDED IN BOOK 447 PAGE 71, SAID BOUNDARY ALSO BEING ON THE CHARLESTON TOWN BOUNDARY; THENCE NORTH 657.79 FEET ALONG SAID BOUNDARIES TO THE POINT OF BEGINNING.

CONTAINS 509.60 ACRES

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**Attachment "B"**

Conditions of Operation of Wasatch County

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# WASATCH COUNTY



25 North Main, Heber City, Utah 84032 • (435) 654-3211

## BOARD OF COUNTY COMMISSIONERS

MICHAEL L. KOHLER

T. LaREN PROVOST

RALPH L DUKE

May 11, 2001

Binggeli Rock Products  
Attn: Deanna Binggeli  
P.O. box 98  
Heber City, Utah

Dear Deanna,

Binggeli Asphalt Plant was approved by the Wasatch County Commission on April 23, 2001. Following you will find a list of conditions for the approval for the asphalt plant at the Binggeli Pit.

1. Provide a detail landscape plan for the approval of the Wasatch County Planning Office prior to the operation of the asphalt plant. The Landscape Plan will include bonding for each phase.
2. Redesign the access road at about 2800 West and Charleston Cemetery Road to conform to Charleston City and Wasatch County standards
3. Provide an ingress/egress plan for review and approval by Wasatch county Engineer's Office and UDOT.
4. Maintain noise level consistent with the surrounding residential uses. This could be accomplished by allowing the operation of the concrete batching and asphalt mixtures from 5:30 a.m. to 9:00 p.m. while the crushing operation is permitted only from 6:00 a.m. to 9:00 p.m. during daylight hours. Noise level between the hours of 8:00 p.m. and 7:00 a.m. shall not exceed 55 db and the average peak noise between 7:00 a.m. and 8:00 p.m. shall not exceed 70 db.

An exception to the above may be allowed, if the Planning Director believes that the disturbance will be minimal. If the Planning Director believes that the disturbance will be more than minimal, the County Commission must approve any such temporary changes in the hours of dispatch. Such temporary changes may be granted with conditions. Temporary changes shall not exceed a maximum of ninety (90) days in any rolling year, and requires a finding that such special operations will be for the public good. The County Commission may only grant a special operation that will exceed the (90) days maximum after a public hearing within fourteen (14) days publication of notice.

5. Keep all lighting within the operation away from the surrounding properties.

6. Take all necessary steps to minimize odors by using the latest available Technology.
7. Conform to the State and Federal environmental requirement pertaining to the operation of the asphalt plant.
8. Keep the dust under control by frequently watering the road and areas within the operation, or pave the road that will be used for the asphalt plant.
9. This Conditional Use Permit is subject to an annual review by the County Commission.
10. The Applicant consents to allow the Wasatch County Zoning Administrator or his staff, entrance to the property for inspection and to determine compliance with the conditions of this permit.

Within six months, the applicant agrees to provide, to a member of the Planning Department, training necessary to comply with the safety standards associated with on-site personnel.

It is important that all of these conditions will be followed. Your cooperation will avoid or reduce complaints from the adjoining property owners and the public.

Thank you for your assistance and willingness to work with the County on this sensitive issue.

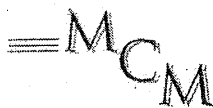
Sincerely,

WASATCH COUNTY PLANNING



Al Mickelsen  
Director

cc: Mystere Sapia



ENGINEERING

CIVIL / ENVIRONMENTAL

*Planning Office*

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***BINGGELI ROCK PRODUCTS INC.***

***CLOSURE PLAN FOR CHARLESTON GRAVEL OPERATIONS***

***PREPARED BY***

***MELVIN C. MCQUARRIE P.E.***

***MARCH 17, 1993***

## I. INTRODUCTION

A. Purpose of request:

*Binggeli Rock Products (BRP) would like to expand their material source at their existing gravel operation. BRP feels that the expansion will help them in meeting the future needs of their customers and the community, while having minimal impact on the immediate and surrounding areas.*

B. Location of site:

1. *Map 1: larger scale area map. (see appendix)*
2. *Map 2: smaller scale site map. (see appendix).*

C. Zoning of site:

*The proposed site is currently zoned RA-3 and BRP has requested the zoning be changed to G-1.*

D. Materials to be removed:

1. *A portion of the excavated top soil will be used to construct berms around the perimeter of excavation, excess material will be sold. The berms will later be utilized during closure for remediation of site, soil from the constructed berms will be placed on side slopes of the excavation.*
2. *Bank run gravel.*
3. *Raw material (Pit Run), for crushing operation, which is utilized to produce road base, concrete aggregate, drain rock (various sizes), and washed sand.*

## II. PLAN OF OPERATION

A. Plan view map showing land use:

*See Map number 3 (located in appendix).*

B. Amount to be opened at one time:

*BRP will open the excavation in five acre phases, methods of excavation will be such that minimal remediation will be required between phases (see methods of excavation). Parcel B is currently used for pasture, because BRP will open excavation in five acre phases the undisturbed property will remain in pasture until needed.*



C. *Access to public road:*

*BRP has an existing access to highway 189 located at the northwest corner of their existing gravel operation. This access was widened and paved during the summer of 1992 to give better visibility and improve safety. Currently the intersection of Cemetery Road and BRP's entrance merge at angles less than 80°. BRP will negotiate with Charleston City to realign this intersection to bring it up to standard.*

*There are two other existing easements located along HWY 189 that will be utilized for access. A secondary creek crossing will be placed near the east property line, this secondary access will allow BRP to relieve traffic from the main entrance road.*

D. *Adjoining property ownership and uses:*

*The proposed property borders highway 189 to the north, on the opposite side (north side) of HWY 189 the land is used for agricultural purposes; Property to the east, is used for agriculture. Property owners: Paradise Farms and Elvin Baker; Property to the south, current site for BRP gravel operation, zoned G-1, and is owned by BRP; Property to the west of the proposed site is located in Charleston City Limits, zoned commercial. Owned by Binggeli Rock Products Inc.*

E. *Property rights of others within the project boundaries I.E. easements of record, irrigation ditches:*

*There exists a 10 foot easement bordering the south property line of the proposed site which allows the power and phone company to maintain their lines. This area will not be disturbed without consent from the appropriate agencies.*

*Irrigation ditch (canal) to the east could possibly be effected, relocation of ditch eastward 100' would remediate this problem. The existing topography would allow this ditch to be relocated or offset. BRP would be responsible for design and also to receive approval from the irrigation companies effected.*

F. *Processes performed on the site:*

*1. Processing of gravel:*

- a. Crushing rock.*
- b. Screening of materials.*
- c. Washing concrete aggregates.*
- d. Stock piling of materials.*

G. *Equipment located on site:*

- 1. Crushing and screening plant.*
- 2. Excavation equipment.*
  - a. Loaders*
  - b. Conveyor belts*
  - c. Bulldozers*

H. *Other permits and licenses needed:*

1. *Business license.*
2. *Bureau of Air Quality Permit for crusher.*
3. *Compliance with MSHA regulations.*

I. *Compliance plan for water quality control:*

*Storm water and runoff will be controlled to minimize erosion and to comply with State Water Quality Standards for the control of storm water. Currently Storm water runoff from the open pit area (Parcel 1) sheet flows toward and collects to a detention pond area, this water is contained on site. Off site water is directed around excavation area and in to Dry Creek which passes through BRP property (see Drainage Control Map). Any portion of BRP property in which Storm water flows off site will be in compliance with Storm Water discharge standards, if required a permit will be obtained, currently a permit is not required for storm water discharge for BRP's operation.*

*As the existing rock quarry (Parcel A) is closed, drainage will be developed and controlled by means of Rip Rap ditches. Each terrace will drain toward the outer edges of quarry, collection ditches will then convey the drainage water down slope and eventually into Dry Creek. Because the closure of the Quarry will begin at the upper most elevation, vegetation will have a chance to grab hold as the excavation precedes downward, thus erosion and sedimentation transport will be contained in excavation area. Once excavation is complete drainage will be routed through a detention basin to allow sedimentation to settle before entering Dry Creek.*

*The new excavation (Parcel B) will be bermed which will prevent off site storm water runoff from entering excavation. Within the excavation area the Storm Water will be contained on site.*

J. *Fueling Facilities:*

*Fueling facilities are located on the BRP existing operation. These tanks are bermed to eliminate contact with storm water runoff and also emergency containment. There exists two above ground storage tanks: one 8000 gallon diesel tank; and one 500 gallon gasoline tank.*

**III. CLOSURE**

A. *Topography before and after:*

1. *Refer to Site Map No. 2 for existing topography.*
2. *Refer to Site Map No. 3 for topography of total excavation.*

B. *Grading control plan:*

*Excavation will be perform in such a manner as to leave the banks at a slope not steeper than 1.5:1. This will provide a mild enough slope for vegetation to grab hold, plus leave a factor of safety against slope failure. Drainage will be*

controlled using methods of excavations outlined in chapter 70, 1991 UBC.

C. *Methods of closing pit:*

*PARCEL B-OPTION 1:*

*There will be a 100 foot buffer zone around the perimeter of the property which will be used for access to the gravel operation. The top soil Parcel B property will be used to construct berms around perimeter of excavation, this will help with the aesthetics and minimizes the noise from the gravel operation.*

*As the source of material is depleted from each excavation (5 acre parcels), top soil from the berms will be placed on the side slopes, and seeded. Remediation will take place after each five acre cell is depleted, it will be an on going operation as the excavation proceeds.*

*Once the source of material has been exhausted the property could be developed and or sold.*

*PARCEL B-OPTION 2:*

*Use the same excavation techniques as Option 1.*

*After usable material is depleted from the excavation, back fill excavation using selected fill materials. Materials qualifying as Select Fill are inert construction debris, concrete, and fill dirt. The fill materials will be utilized to bring the area back up to original grade. Proper compaction and placement techniques will be practiced to assure the property is usable upon completion. The top soil from the berms will be placed over excavated/filled area, then seeded to complete remediation of site.*

*Once the property has been remediated it would be available for development or for agricultural purposes.*

*PARCEL A*

*Will be step sloped at 25' horizontal by 20' vertical drops. Each terrace will be sloped to control drainage and minimize erosion. Terraces will also be seeded to help revegetate hillside (see cross section in appendix).*

D. *Cost of remediation:*

*Costs are estimated to be \$1000/acre for soil placement and replanting of excavated areas (see break down in appendix).*

**IV. NONCONFORMING STATUS**

A. *Parcel A is the location of BRP existing business, it has been in operation for many*

years. Currently the operation maintains grandfathered status, meaning it is exempted from current zoning requirements of maintaining a closure plan on file with the county. BRP plans to implement there existing gravel operation (Parcel A) into this closer plan and bring its current operation up to County Code.

### CONCLUSION

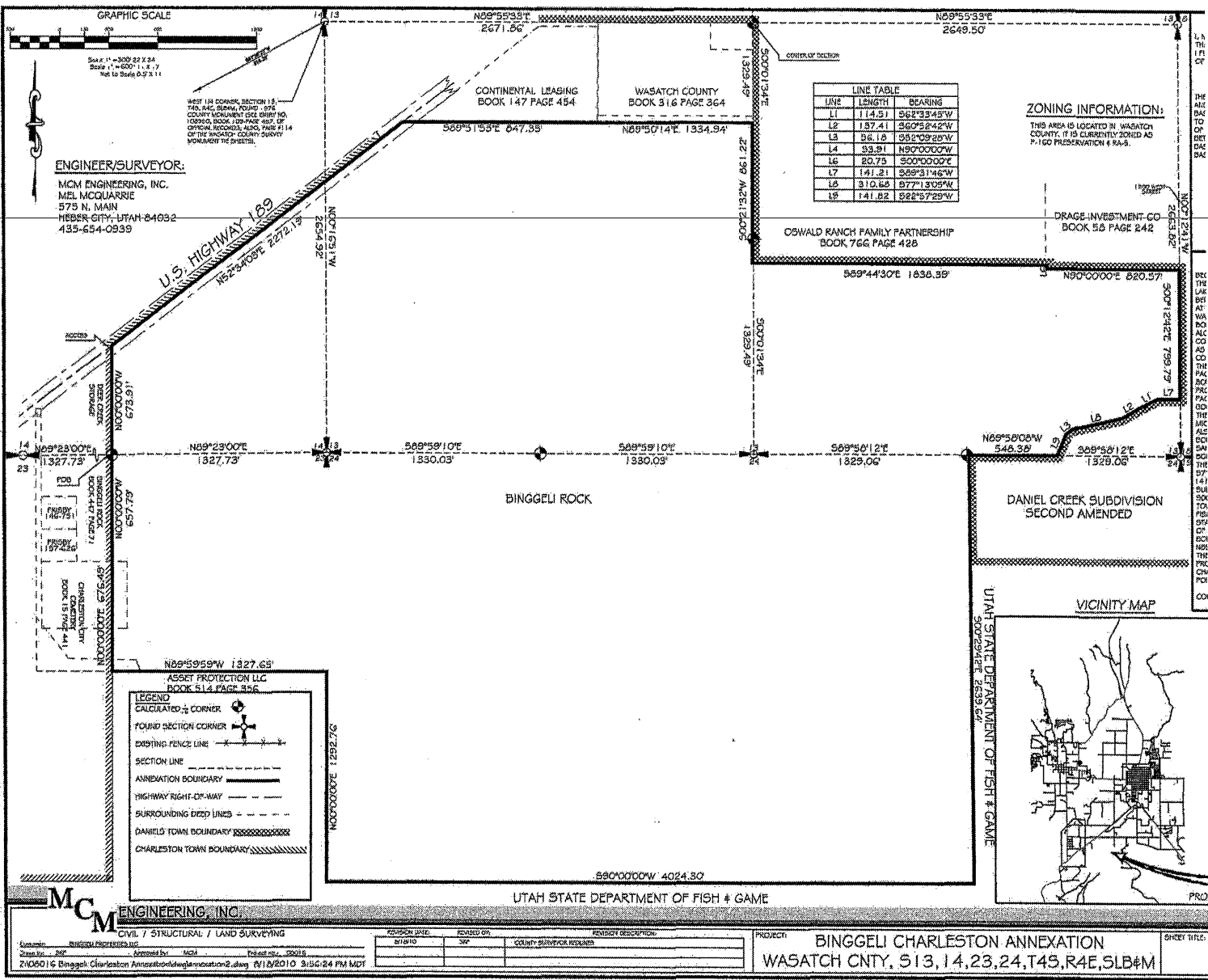
BRP produces materials required by all communities, Gravel and Concrete are all essential materials in maintaining and building a community. It is important for a community to plan for gravel pit operations, for without an economical source of supplies a community will not grow without paying a premium for importing materials. BRP intention is to continue current operations until their supply source is depleted, then to remediate and develop the site. This closure plan has outlined the guideline by which BRP will operate, BRP has voluntarily tried to operate in a manner least offensive to surrounding property owners, they are committed to continue this same policy.

BRP serves many customers both in and outside of this County, they employ 15-20 full time employees from this community, the community has a need for services provided by BRP. BRP brings outside revenues into this community by providing materials for State and Federally funded jobs, materials are also sold outside of the County because of the uniqueness of the mineral produced, taxes from these jobs are paid in this county, thus building the local economy. BRP is a valuable asset to this community and we need to preserve businesses such as these to insure that our community can grow and develop in the future.

**Attachment "C"**

**Map of Zoning of Annexed Properties**

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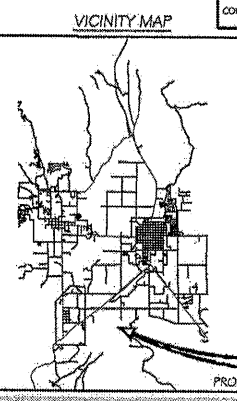
**ENGINEER/SURVEYOR:**  
 MCM ENGINEERING, INC.  
 MEL MCQUARRIE  
 575 N. MAIN  
 HEBER CITY, UTAH 84032  
 435-654-0939

LINE	LENGTH	BEARING
L1	114.51	S63°33'45"W
L2	137.41	S60°5'24"21"W
L3	9.61	S51°09'28"W
L4	93.91	N90°00'00"W
L6	20.75	S00°00'00"E
L7	141.21	S69°31'46"W
L8	310.68	S77°13'05"W
L9	141.82	S22°57'29"W

**ZONING INFORMATION:**  
 THIS AREA IS LOCATED IN WASATCH COUNTY, UT IS CURRENTLY ZONED AS P-1 GO PRESERVATION & RA-5.

**LEGEND**

- CALCULATED CORNER
- FOUND SECTION CORNER
- EXISTING FENCE LINE
- SECTION LINE
- ANNEXATION BOUNDARY
- HIGHWAY RIGHT-OF-WAY
- SURROUNDING DEED LINES
- DANIELS TOWN BOUNDARY
- CHARLESTON TOWN BOUNDARY



**MCM ENGINEERING, INC.**  
 CIVIL / STRUCTURAL / LAND SURVEYING

REVISION DATE	REVISION BY	REVISION DESCRIPTION
8/18/10	SM	COUNTY SURVEYOR REVIEW

PROJECT: **BINGGELI CHARLESTON ANNEXATION**  
**WASATCH CNTY, S13, 14, 23, 24, T4S, R4E, 5LB#M**

DATE: 8/18/2010 9:54:24 PM MPT

T.O. BOX 160, HEBER CITY, UTAH 84032 (435) 654-0939 FAX (435) 654-3850

LINE TABLE		
LINE	LENGTH	BEARING
L1	114.51	S62°33'45"W
L2	137.41	S60°52'42"W
L3	56.18	S52°09'28"W
L4	53.91	N90°00'00"W
L6	20.75	S00°00'00"E
L7	141.21	S89°31'46"W
L8	310.68	S77°13'05"W
L9	141.82	S22°57'29"W

OSWALD RANCH FAMILY PARTNERSHIP  
BOOK 766 PAGE 428

**ZONING INFORMATION:**

THIS AREA IS LOCATED IN WASATCH COUNTY. IT IS CURRENTLY ZONED AS P-160 PRESERVATION & RA-5.

DRAGE INVESTMENT CO  
BOOK 58 PAGE 242

I, MELVIN C. MCQUARRIE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 178851 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT THIS IS TRUE AND CORRECT.

**BASIS OF BEARING**

THE BASIS OF BEARINGS FOR THIS SURVEY WERE ESTABLISHED FROM THE STATE COORDINATE AND DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN OF THE WASATCH COUNTY RECORDS. ALL BEARINGS SHOWN ARE RELATIVE TO GRID NORTH IN CONFORMANCE WITH THE WASATCH COUNTY COORDINATE SYSTEM, A BEARING OF SOUTH 61°36'27" WEST (AS PER OFFICIAL RECORD REFERENCED AS ENTRY NO. 108950) BETWEEN THE WEST 1/4 CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, AND TARGET "MOUNT TIMPANOGOS" WAS USED TO ESTABLISH SAID BEARING BASE.



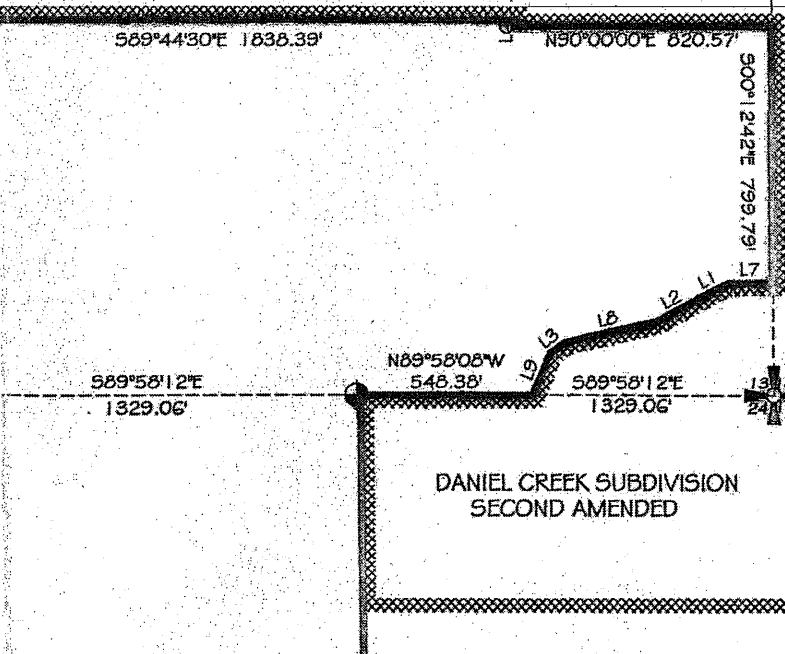
MELVIN C. MCQUARRIE  
REGISTERED LAND SURVEYOR

3-29-11  
DATE

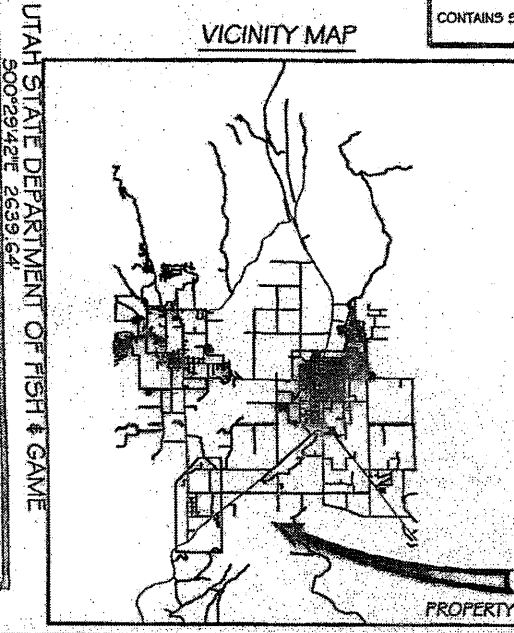
**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED N89°23'00"E ALONG THE SOUTH SECTION 1327.73 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE CHARLESTON TOWN BOUNDARY, SAID POINT ALSO BEING ON THE EAST BOUNDARY OF DEER CREEK STORAGE AS RECORDED IN BOOK 578 PAGE 512 AT THE WASATCH COUNTY RECORDERS OFFICE (ALL REFERENCES ARE RECORDED AT THE WASATCH COUNTY RECORDERS OFFICE); THENCE NORTH 673.91 FEET ALONG SAID EAST BOUNDARY TO THE CENTERLINE OF US HIGHWAY 189; THENCE N52°34'03"E 2272.19 FEET ALONG SAID CENTERLINE, AND LEAVING SAID TOWN BOUNDARY, TO THE SOUTH BOUNDARY OF CONTINENTAL LEASING AS RECORDED IN BOOK 147 PAGE 454 AND WASATCH COUNTY PROPERTY AS RECORDED IN BOOK 316 PAGE 364; THENCE ALONG SAID BOUNDARIES THE FOLLOWING TWO COURSES: (1) THENCE S89°51'55"E 847.35 FEET; (2) THENCE N89°50'14"E 1324.94 FEET TO THE WEST BOUNDARY LINE OF OSWALD RANCH FAMILY PARTNERSHIP AS RECORDED IN BOOK 766 PAGE 428, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARY S00°21'32"W 861.22 FEET TO THE SOUTH BOUNDARY LINE OF SAID RANCH PROPERTY AND THE SOUTH BOUNDARY OF DRAGE INVESTMENT CO. AS RECORDED IN BOOK 58 PAGE 242, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARIES THE FOLLOWING THREE COURSES: (1) THENCE S89°44'30"E 1838.39 FEET; (2) THENCE SOUTH 20.75 FEET; (3) THENCE EAST 820.57 FEET TO THE WEST BOUNDARY LINE OF MICHAEL C. SULLIVAN TRUST PROPERTY AS RECORDED IN BOOK 329 PAGE 414, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE S00°12'42"E 799.79 FEET ALONG SAID BOUNDARIES TO THE NORTHERLY BOUNDARY OF DANIEL CREEK SUBDIVISION SECOND AMENDED, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE ALONG SAID BOUNDARIES THE FOLLOWING SEVEN COURSES: (1) THENCE S89°31'46"W 141.21 FEET; (2) THENCE S62°33'45"W 114.51 FEET; (3) THENCE S60°52'42"W 137.41 FEET; (4) THENCE S77°13'05"W 310.68 FEET; (5) THENCE S52°09'28"W 56.18 FEET; (6) THENCE S22°57'29"W 141.82 FEET; (7) THENCE N89°58'08"W 548.38 FEET TO THE WEST BOUNDARY LINE OF SAID SUBDIVISION, SAID BOUNDARY ALSO BEING ON THE DANIEL TOWN BOUNDARY; THENCE S00°29'42"E ALONG SAID BOUNDARY 1312.05 FEET; THENCE S00°29'42"E LEAVING SAID DANIEL TOWN BOUNDARY AND FOLLOWING THE WEST BOUNDARY OF THE UTAH STATE DEPARTMENT OF FISH & GAME THE FOLLOWING THENCE 1327.95 FEET TO THE NORTH BOUNDARY LINE OF SAID STATE PROPERTY; THENCE WEST 4024.3 FEET ALONG SAID BOUNDARY TO THE EAST BOUNDARY OF ASSET PROTECTION LLC AS RECORDED IN BOOK 514 PAGE 356; THENCE ALONG SAID BOUNDARIES THE FOLLOWING TWO COURSES: (1) THENCE NORTH 1292.76 FEET; (2) THENCE N89°59'59"W 1327.65 FEET TO THE EAST BOUNDARY OF THE CHARLESTON CITY CEMETERY; THENCE NORTH ALONG SAID BOUNDARY 676.49 FEET TO THE EAST BOUNDARY OF BINGGELI PROPERTIES AS RECORDED IN BOOK 447 PAGE 71, SAID BOUNDARY ALSO BEING ON THE CHARLESTON TOWN BOUNDARY; THENCE NORTH 657.79 FEET ALONG SAID BOUNDARIES TO THE POINT OF BEGINNING.

CONTAINS 509.60 ACRES



**VICINITY MAP**



**ACCEPTANCE BY LEGISLATIVE BODY**

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED CHARLESTON TOWN COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREON AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO CHARLESTON TOWN, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith, ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN OF A PART OF SAID TOWN AND THAT SAID TRACT OF LAND IS TO BE KNOWN HEREAFTER AS THE BINGGELI CHARLESTON ANNEXATION. 2nd DAY OF March, A.D. 2010.

*[Signature]*  
APPROVED BY MAYOR

*[Signature]*  
ATTEST BY CLERK-RECORDER

**COUNTY SURVEYOR**

APPROVED THIS 19th DAY OF August, A.D. 2010, BY WASATCH COUNTY SURVEYOR.

SURVEYOR *[Signature]*

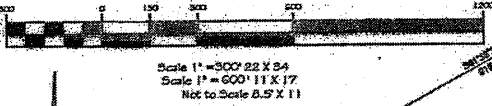
BINGGELI CHARLESTON ANNEXATION  
WASATCH CNTY, S13,14,23,24,T4S,R4E,SLB&M

SHEET TITLE:

ANNEXATION MAP

SHEET NO.:

1



WEST 1/4 CORNER, SECTION 13, T45, R4E, S34M, FOUND 1975 COUNTY MONUMENT (SEE ENTRY NO. 106950, BOOK 109-PAGE 482, OF OFFICIAL RECORDS; ALSO, PAGE # 114 OF THE WASATCH COUNTY SURVEY MONUMENT TLE SHEETS).

**ENGINEER/SURVEYOR:**  
**MCM ENGINEERING, INC.**  
 MEL MCQUARRIE  
 575 N. MAIN  
 HEBER CITY, UTAH 84032  
 435-654-0939

CONTINENTAL LEASING  
 BOOK 147 PAGE 454

WASATCH COUNTY  
 BOOK 316 PAGE 364

**U.S. HIGHWAY 189**

ACCESS

DEER CREEK  
 STORAGE

FRISBY  
 146-751  
 FRISBY  
 157-626

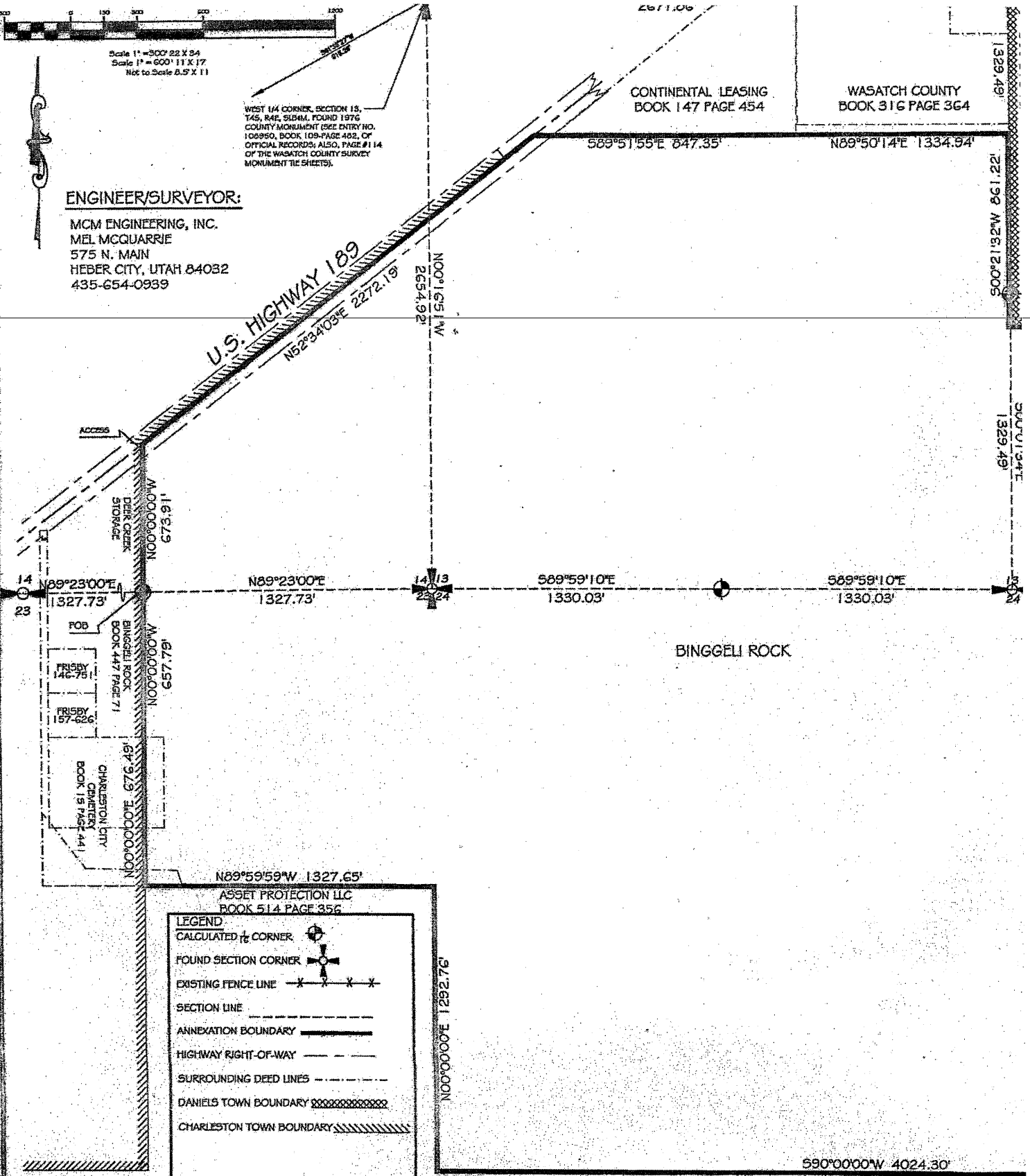
CHARLESTON CITY  
 CHARLESTON  
 BOOK 15 PAGE 441

ASSET PROTECTION LLC  
 BOOK 514 PAGE 356

**LEGEND**

- CALCULATED CORNER
- FOUND SECTION CORNER
- EXISTING FENCE LINE
- SECTION LINE
- ANNEXATION BOUNDARY
- HIGHWAY RIGHT-OF-WAY
- SURROUNDING DEED LINES
- DANIELS TOWN BOUNDARY
- CHARLESTON TOWN BOUNDARY

BINGGELI ROCK



UTAH STATE DEPARTMENT OF FISH & GAME



CIVIL / STRUCTURAL / LAND SURVEYING

Customer: BINGGELI PROPERTIES LLC  
 Drawn by: SKP Approved by: MCM Project no.: 02016  
 Z:\05016 Beggeli Charleston Annexation\dwg\annexation2.dwg 8/18/2010 3:56:24 PM MDT

REVISION DATE	REVISED BY	REVISION DESCRIPTION
8/18/10	SKP	COUNTY SURVEYOR FEEDBACK