



AMERICAN FORK CITY PLANNING COMMISSION AGENDA

Regular Session
July 19th, 2023
Wednesday 6:00 PM

American Fork City Hall
31 North Church Street
American Fork City, UT 84003
<https://www.americanfork.gov/AgendaCenter>

Planning Commission Members

Christine Anderson, Chair
Chris Christiansen, Vice Chair
Jenny Peay
Bruce Frandsen

Rod Martin
David Bird
Harold Dudley

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on July 19th, 2023, at the American Fork City Hall, 31 North Church Street commencing at 6:00 PM. The agenda shall be as follows:

1. Regular Session

- a. Pledge of Allegiance
- b. Roll Call

2. Common Consent Agenda (Common Consent is that class of Commission action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda).

- a. Approval of the June 21st, 2023, Planning Commission minutes

3. Public Hearings (Public Hearings is that class of Commission action that requires further discussion on General Plan changes, Zone changes, and Code Text Amendments that alter the land use characteristics of American Fork City. Public Hearing items will have the chance for the public to speak upon)

- a. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Deer Park – Code Text Amendment, of the American Fork City Municipal Code. Amending Sections 17.4.502 and 17.7.701, the Code Text Amendment plans to provide outdoor storage areas for businesses located in the Planned Industrial (PI-1) Zone.

4. Action Items (Action Items is that class of Commission action that requires further discussion on Preliminary Plans, Final Plats, and Site Plans that alter the land use characteristics of American Fork City. The Planning Commission will have authority to approve Preliminary Plans and some Site Plans, depending on the zoning district said Site Plans are in. Final Plats and some Site plans will be recommended by the Planning Commission to the City Council for final action)

- a. Review and recommendation on an application for an Amended Final Plat, known as AF Crossings Plat “E-3”, located at approximately 856 South 1000 West, American Fork City, UT 84003. The Final Plat will be approximately 0.43 acres and will be in the PR-3.0 Zone.
- b. Review and recommendation on a proposed Annexation Agreement, known as Deer Park Thomson, located in the area of 9 West 1100 South, American Fork City, UT 84003. On approximately 4.35 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.

- c. Review and recommendation on a proposed Annexation Agreement, known as Deer Park South, located in the area of 9 West 1100 South, American Fork City, UT 84003. On approximately 6.86 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.

5. Other Business

- a. Upcoming Projects

6. Adjournment

Dated this 6th day of July 2023

Patrick O'Brien

Development Services Director

**The order of agenda items may change at the discretion of the Planning Commission Chair*

UNAPPROVED MINUTES

06.21.2023

AMERICAN FORK CITY PLANNING COMMISSION REGULAR SESSION

June 21, 2023

The American Fork City Planning Commission met in a regular session on June 21st, 2023 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Christine Anderson, Chris Christiansen, David Bird, Harold Dudley, Jenny Peay, Bruce Frandsen

Staff Present:

Patrick O'Brien	Development Services Director
Travis Van Ekelburg	Senior Planner
Levi Burr	Engineer
George Schade	IT Director
Melissa White	Administrative Assistant II

Others Present: David Jex, Ken Berg, Shawn Poor, Buck Swaney

REGULAR SESSION

Chairwoman Anderson led the "Pledge of Allegiance"

Roll Call

COMMON CONSENT AGENDA

1. **Minutes of the June 07, 2023 Planning Commission Regular Session.**

Chris Christiansen motioned to approve the Common Consent agenda.

Jenny Peay seconded the motion.

Voting was as follows:

UNAPPROVED MINUTES

06.21.2023

Christine Anderson	AYE
Chris Christiansen	AYE
Jenny Peay	AYE
Rodney Martin	AYE

The motion passed

PUBLIC HEARINGS

Chairwoman Anderson noted that public hearing items letters a and b would be heard together and voted on separately.

- a. Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Walton Lane Townhomes, located at 694 S 860 E, American Fork City, UT 84003. On approximately 0.97 acres, the property proposes to change from the Design Commercial designation to the Planned Community land use designation.**
- b. Public hearing, review, and recommendation on a proposed Zone Change, known as Walton Lane Townhomes, located at 694 S 860 E, American Fork City, UT 84003. On approximately 0.97 acres, the property proposes to change from the Planned Industrial (PI-1) zone to the Planned Community (PC) zone.**

Travis Van Ekelburg reviewed the background information for public hearing item letters a and b: The applicant has applied for a proposed Land Use Map Amendment and Zone Change. The project looks to amend the Land Use Map of the City from Design Commercial to Planned Community and the Zoning Map from PI-1Planned Industrial to PC Planned Community, located at approximately 694 S 860 E, and is located on approximately 0.97 acres.

The applicant has submitted along with their application a narrative for this request that details the background of the property, and the surrounding development phases. The applicant will develop the property as part of the Walton Townhome project which has been part of the Master Plan approved by the City called Lake City Row (LCR) that was initiated in approximately 2020. This parcel is listed as phase 5 of the project.

UNAPPROVED MINUTES

06.21.2023

Mr. Burr highlighted an additional requirement for the applicant, which entails the dedication of right-of-way along the frontage of the parcel.

Mr. Buck Swaney, representing MDP Land, the original developer of Lake City Row, and Mr. Shawn Poor from Brighton Homes, introduced themselves and reaffirmed the background information conveyed by Mr. Van Ekelenberg. Mr. Swaney highlighted the specific parcel under consideration, located within phase five of the project, which encompasses a zoning designation that permits either commercial or high-density residential apartments spanning three to five stories in height. Mr. Swaney expounded on phase five, which encompasses a three-story apartment concept, which would require no modifications to the existing language in the master plan. As part of optimizing the overall project and maintaining consistency, a portion of the remaining density from phase two still needs to be reallocated to phase five to enable Brighton Homes to continue the project seamlessly.

Mr. Swaney raised the question of whether it would be appropriate to initiate a motion to authorize the transfer of density from phase two to phase five. However, it was concluded that the Commission's vote should solely pertain to the land use map amendment and the currently discussed zone change as noted on the agenda.

Public Hearing Opened

No Comments

Public Hearing Closed

Rodney Martin moved to recommend approval for the proposed Land Use Map Amendment, located at approximately 694 S 860 E, American Fork City, UT 84003, from the Design Commercial to the Planned Community Land Use Designation, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Chris Christiansen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE

The motion passed

Public Hearing Opened

UNAPPROVED MINUTES

06.21.2023

No Comments

Public Hearing Closed

Chris Christiansen moved to recommend approval for the proposed Zone Change, located at approximately 694 S 860 E, American Fork City, UT 84003, from the Design Commercial to the Planned Community Land Use Designation, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Jenny Peay seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE

The motion passed

- c. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Monopole Overlay Zone Map, of the American Fork City Municipal Code. Amending Section 17.6.112 (C)(k)(4), the Code Text Amendment plans to create an overlay map to identify areas that contain adverse topographic conditions for monopole placement.**

George Schade reviewed the background information for public hearing item letter c: This is a Staff initiated Code Text Amendment to amend Section 17.6.112 (C)(k)(4), of the American Fork City Municipal Code. The proposed amendment looks to amend the Cell Tower Overlay Zone Map defines areas of the city where 80-foot-high monopole towers are permitted. The typical city standard is 60-foot-high except for in the cell tower overlay zone. The map was not present in the code, so it was created as defined in the code section.

AFC Code Section 17.6.112(C)(k)(4): Monopole overlay zone authorized—Maximum height allowed within a designated cell tower overlay zone—Other condition. To more adequately facilitate placement and regulation of monopoles in areas containing adverse topographic conditions, there is hereby established the following cell tower overlay zone. The boundaries of said zone and the specific elevation applicable thereto shall be as hereafter adopted by the city council.

The maximum height of a monopole located within the cell tower overlay zone shall be not more than forty-five feet above the elevation of the topography surrounding the overlay zone or eighty

UNAPPROVED MINUTES

06.21.2023

feet, whichever is less. In addition, the design of the monopole shall utilize a stealth design resembling trees or other natural conditions which is acceptable to the city.

Mr. Bruce Frandsen joined the meeting.

Mr. Schade noted that this particular provision has been a longstanding component of the municipal code. An overlay map was originally intended to be included, permitting the construction of up to an 80-foot tower in specific designated areas. However, Mr. Schade was unable to locate this map within the existing code. Because of this, he collaborated with the city's Geographical Information System (GIS) team to develop a new overlay map.

The need for such an overlay map was first raised in relation to the Art Dye Park vicinity, which currently has multiple cell towers. Given the circumstances in that area, an 80-foot tower was deemed necessary to optimize connectivity. Furthermore, an opportunity arose with AT&T to address the subpar signal quality at The Meadows. The city is still navigating the process and believes that an 80-foot tower is crucial in this location. Mr. Schade's intention is to accommodate three different service providers on the same pole, which would generate revenue for the city. He anticipates that this addition would significantly enhance the area and create a lucrative revenue stream by attracting all three primary service providers. Mr. Schade acknowledged that the project is still a work in progress and stated that he is pleased with the progress made in reaching a final resolution.

Ms. Peay sought clarification regarding the coverage area indicated on the map and if it showed distance requirements. Mr. O'Brien noted that while the map depicts most of Art Dye Park, it must still adhere to all the necessary 650 feet distance requirements from residential zones. Additionally, Mr. Schade noted that no poles can be situated within a half-mile proximity of each other in a monopole system. This strategic positioning would enable the installation of all three service providers on a single pole versus three separate poles, effectively avoiding the aforementioned potential issue of spacing requirements.

Chairwoman Anderson inquired about the presence of monopoles in the Meadows area. Mr. Schade responded by stating that there used to be a pole located across the freeway, but it has since been abandoned.

Chairwoman Anderson then brought attention to a line in the code regarding the design of monopoles, which specifies the use of a stealth design resembling trees or other natural conditions, subject to the city's approval. She asked about the plans in this regard. Mr. Schade explained that thus far, the installations in similar areas have consisted of conventional monopoles. However, he noted that the design consideration may vary based on the specific location, as in this case, where the proposed monopole would be situated within the wetland area.

UNAPPROVED MINUTES

06.21.2023

He also mentioned that he has not encountered any tree-resembling poles in American Fork, indicating that the reference to such designs might pertain to an outdated section of the code.

Ms. Peay raised a question regarding whether the proposed poles would be electronic or solid in nature. Mr. Schade clarified that they would be solid cell towers. He further explained that the requirement for an 80-foot height is essential to accommodate all three service providers on a single pole. Without the 80-foot height allowance, AT&T expressed their intention to withdraw from the project.

Mr. Van Ekelenberg added that there is a requirement for a 10-foot spacing between the providers' antennas on the pole, ensuring proper functioning and allocation of space.

Public Hearing Opened

No Comments

Public Hearing Closed

Chairwoman Anderson acknowledged Mr. Frandsen's presence, stating that he had officially become a voting member of the Commission.

Jenny Peay moved to recommend approval for the proposed Code Text Amendment, amending Section 17.6.112 (C)(k)(4), titled Monopole overlay zone authorized—Maximum height allowed within a designated cell tower overlay zone—Other condition, and providing an effective date for the ordinance.

Chris Christiansen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE
Bruce Frandsen	AYE

The motion passed

ACTION ITEMS

UNAPPROVED MINUTES

06.21.2023

- a. Review and action on an application for a Final Plat, known as Meadowbrook Phase 2 Final Plat, located at approximately 560 South 800 West, American Fork City, UT 84003. The Final Plat will be on approximately 6.21 acres and will be in the Transit Oriented Development zone.**

Patrick O'Brien reviewed the background information for action item letter a: The applicant has applied for a Final Plat to develop a multifamily subdivision within the Transit Oriented Development (TOD) Zone. The project looks to create 84 townhome units for this multi-phase development. This is Phase 2 of the whole project area. This is the final stage for the Phase 2, as the Block and Lot Plans have been approved. The Final Plat meets the requirements of Section 17.7.210 and Section 17.7.211. Staff recommends approving the application with conditions.

Project Conditions of Approval

1. High groundwater was identified, ensure that all lots on the plat have a B with a "not allowed" circle and line through it.

Mr. Frandsen sought clarification regarding previous approvals granted by the Commission for the northern portion of the project. He mentioned that there is currently construction activity taking place in that area, suggesting that approval may have been granted. Mr. O'Brien confirmed this and explained that Meadowbrook 1B had received approval from the Planning Commission a few weeks ago at a previous Planning Commission meeting. He further clarified that Meadowbrook would be divided into multiple phases and plats, with the project under discussion represented phase two, encompassing an additional six acres. The presentation map displayed the entire boundary of the Meadowbrook project, which explained why construction is currently underway for phases 1A and 1B. Jim Clark explained that the project is divided into two sub-sections, and the purpose of the proposed development in phase two is to connect these two sub-sections in an L shape. He further mentioned that there are two additional phases planned after phase two. Ms. Peay clarified that the other two phases would come before the Commission at another time. Mr. Clark confirmed that the information was correct and stated his belief that the third stage would be presented to the Commission in two to three months.

Ms. Peay inquired about the typical timeline for completing one of the projects. Mr. Clark explained that for smaller developments like phase two, once they complete the necessary preparations and begin paving, it typically takes around five months to reach the point where construction can begin. However, this timeframe may vary depending on weather conditions, as winter weather can extend the duration of the project. He also noted that breaking the development into smaller phases allows for more manageable progress, avoiding the challenge of handling everything at once.

UNAPPROVED MINUTES

06.21.2023

Ms. Peay expressed her interest in seeing the building elevations. Mr. O'Brien clarified that building elevations are not typically included in the plat packet as they are part of the lot plan and fall under the design standards specified in the TOD (Transit-Oriented Development) code. Mr. O'Brien confirmed that he would be glad to show her the building elevations if she desired.

Mr. Frandsen expressed concerns about Woodside's actions, emphasizing the importance of staying within their own property boundaries and not encroaching on the neighbor's land. He mentioned instances of digging holes, piling dirt, and causing damage to neighboring properties including his own. Mr. Frandsen also expressed frustration with the lack of communication and professionalism from the workers. Mr. Clark acknowledged the issues and apologized for the incidents, assuring Mr. Frandsen that they would rectify the situation by reimbursing the cost of reseeded and offering assistance in other ways if needed. Mr. Clark took responsibility and provided his contact information, offering to address any further concerns promptly. Chairwoman Anderson expressed her optimism regarding Woodside's commitment to improving their relationship with the community and their efforts to become better neighbors.

Jenny Peay moved to recommend approval for the proposed Final Plat, located at approximately 560 South 800 West, American Fork City, UT 84003, in the Transit Oriented Development (TOD) Zone, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Bruce Frandsen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE
Bruce Frandsen	AYE

The motion passed

UNAPPROVED MINUTES

06.21.2023

- b. Review and action on an application for an Amended Final Plat, known as Autumn Crest Phase 1 Plat “G”, located at 1046 East 1100 N, American Fork City, UT 84003. The Final Plat will be on approximately 0.41 acres and will be in the R1-9000 zone.**

Patrick O’Brien reviewed the background information for action item letter b: The applicant has applied for an Amended Final Plat to consolidate two (2) lots of the Autumn Crest Phase 1 Plat “C” Final Plat into one single property. The two (2) lot consolidation will be turned into the Autumn Crest Phase 1 Plat “G.” The property meets the current standards of the R1-9000 zones for lot requirements. The application has also met Utah State Code for getting signatures from all property owners within the Autumn Crest Phase 1 Plat “C.” The Amended Final Plat meets the requirements of Utah State Code 10-9a-608, Section 17.8.216, and Section 17.8.217. Staff recommends approving the application.

Ms. Peay inquired about the replating of easements. Mr. Burr explained that there was an easement in the middle that needed to be vacated, while Mr. O’Brien clarified that existing easements were already present on the outer perimeter. Therefore, only the adjoining property line would be vacated, while the easements along the perimeter would remain. Ms. Peay further questioned if there were any existing easements or utilities on that adjoining line, to which Mr. O’Brien responded that to their knowledge, there were none.

Mr. Frandsen inquired about the possibility of taking action on the vacation of the easement. Mr. O’Brien clarified that such decisions were within the purview of the city council, as they have the authority to approve easement vacations. The matter does not fall under the jurisdiction of the Planning Commission.

Mr. David Jex explained that his parents purchased the land a couple of years ago with the intention of installing a pool. However, due to the current size of the property they own, they were unable to do so. The additional land was acquired specifically for the purpose of constructing a pool on the property.

Rodney Martin moved to recommend approval for the proposed Amended Final Plat, located at 1046 East 1100 North, American Fork City, UT 84003, in the Residential (R1-9000) Zone, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Chris Christiansen seconded the motion.

UNAPPROVED MINUTES

06.21.2023

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE
Bruce Frandsen	AYE

The motion passed

- c. Review and action on an application for a Commercial Site Plan, known as Lakeshore Landing Amenities, located at 900 West 695 South, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 1.22 acres and will be in the Planned Residential (PR-3.0) Zone.**

Patrick O'Brien reviewed the background of action item letter c: The applicant has applied for a Commercial Site Plan to develop amenities for the HOA community living near the area. The project looks to develop a swimming pool, playground, basketball court, and tennis court to be enjoyed by the community members. The Commercial Site Plan meets the requirements of Section 17.6.101. Staff recommends approving the application and the Planning Commission is the approving body for this item.

Ms. Peay inquired about any potential problems or issues related to the entrance and exit of the area. Mr. Burr, though not directly involved in the review process, stated that it appears to be straightforward without any obstructions that could affect sight triangles. Mr. O'Brien confirmed that the 26-foot width meets the required standards set by the fire marshal, fire code, and engineering regulations. Ms. Peay then asked about the fence surrounding the pickleball courts and its potential impact on the roadway. Mr. Burr indicated that the site triangles would begin approximately 10 feet behind the sidewalk, and the design should ensure sufficient clearance from the pickleball court when extending onto 900 West. Mr. O'Brien mentioned that landscaping is in place up to the specified dashed line and also included trail area. In response to Ms. Peay's concern regarding fire department approval and the need for a turnaround, Mr. O'Brien explained that the length requirements are met, and the amenity building is expected to be sprinklered as a commercial structure. Any further considerations can be addressed during the building department stage.

UNAPPROVED MINUTES

06.21.2023

Bruce Frandsen moved to approve the proposed Commercial Site Plan, located at 900 West 695 South, American Fork City, UT 84003, in the Planned Residential (PR-3.0) Zone, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Jenny Peay seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Jenny Peay	AYE
Bruce Frandsen	AYE

The motion passed

Chairwoman Anderson noted that Item D had been withdrawn. Mr. O'Brien confirmed this and explained that the intention behind the withdrawal was to pursue a new extension, but the matter was resolved when information was provided to staff prior to the meeting.

Upcoming Projects

Other Business

There will be no Planning Commission meeting on July 5, 2023. The next meeting will be July 19th, 2023.

Adjournment

UNAPPROVED MINUTES

06.21.2023

Rodney Martin motioned to adjourn the meeting.

Jenny Peay seconded the motion.

Meeting adjourned at 6:39 PM

Melissa White

Administrative Assistant

The order of agenda items may change to accommodate the needs of the commissioners, public and staff.

Agenda Topic

Public hearing and recommendation on a proposed Code Text Amendment, known as Deer Park – Code Text Amendment, of the American Fork City Municipal Code. Amending Sections 17.4.502 and 17.7.701, the Code Text Amendment plans to provide outdoor storage areas for businesses located in the Planned Industrial (PI-1) Zone.

Background

The applicant has applied for a Code Text Amendment to amend Sections 17.4.502 and 17.7.701 of the American Fork City Municipal Code. The proposed amendment looks to amend the sections that have regulations over the Planned Industrial (PI-1) Zone. They are seeking these amendments to have outside storage for their potential tenants who would benefit from these types of storage areas. The Code Text Amendment has been initiated by the applicant looks to provide ways of shielding the storage areas with landscaping and/or fencing to hide the storage areas in a more appealing manner.

Potential Motions – Code Text Amendment

Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Sections 17.4.502 and 17.7.701 titled PI-1 and PI-1 (O) Planned Industrial Zone and Planned Industrial Parks, relating to outdoor storage areas in the Planned Industrial (PI-1) Zone, and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Sections 17.4.502 and 17.7.701 titled PI-1 and PI-1 (O) Planned Industrial Zone and Planned Industrial Parks, relating to outdoor storage areas in the Planned Industrial (PI-1) Zone.

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Sections 17.4.502 and 17.7.701 titled PI-1 and PI-1 (O) Planned Industrial Zone and Planned

Planning Commission Staff Report
Meeting Date: July 19th, 2023



Industrial Parks, relating to outdoor storage areas in the Planned Industrial (PI-1) Zone and
instruct staff/developer to.....

RESOLUTION NO. 2023-XX-XX

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO PERMITTED USES IN THE PLANNED INDUSTRIAL ZONE, AND PROVIDING FOR THE ADOPTION AND ENFORCEMENT OF THE AMENDMENT.

WHEREAS, the City is authorized to enact ordinances as are necessary and proper to promote the health, safety, morals, convenience, order, prosperity, and general welfare of American Fork;

WHEREAS, the City is authorized by law to enact ordinances establishing regulations for development within the city;

WHEREAS, City Council desires to amend the current regulations governing development within the City's Planned Industrial Zone (PI-1 and PI-1(O));

WHEREAS, the City Council finds that the changes to the municipal code identified herein are in the best interest and general welfare of residents of American Fork;

NOW THEREFORE, be it ordained by the City Council of American Fork, Utah, that:

PART I TEXT OF ORDINANCE

SECTION 1. Section 17.4.502 of the American Fork Municipal Code shall be, and hereby is, modified to read as follows:

Sec 17.4.502 PI-1 And PI-1(O) Planned Industrial Zone

- A. Intent. The intent in establishing the PI-1 planned industrial zone, including the PI-1(O) limited access overlay alternative, is to provide for places within the city where office buildings, research establishments, and the manufacturing, fabrication, processing and storage of ~~light weight and non-bulky~~ products can be constructed and maintained in attractive and landscaped settings. Open air, outdoor storage, including bulk storage, is also permitted in attractive and landscaped settings, as determined by the community development services director, with privacy fencing in connection with other approved uses. This zone shall be characterized by a production center consisting of an individual building or harmonious grouping of buildings located and designed as an integrated unit around a central landscaped open space or building which are surrounded by landscaped open space. Developers and owners of buildings and attendant facilities (parking areas, storm water control basins, etc.) should bear in mind that the privilege of occupying the buildings within this zone carries with it the corresponding responsibility to develop and maintain the buildings and facilities in harmony with the aesthetic qualities of city parks.
- B. Permitted uses. Uses within this zone shall be limited to planned industrial parks, with open air, outdoor storage, which are constructed and maintained in accordance with applicable provisions of Section 17.7.701 of this code.
- C. Special provisions. Special provisions shall apply in this zone in order to protect its essential characteristics.
 1. The space required around buildings shall be kept free from refuse and debris.

2. Landscaping, where required, shall be maintained commensurate with standards of city parks.
3. All buildings and uses within the zone shall comply with the terms of the approved site plan and all applicable supplementary development standards as set forth in this code.

SECTION 2. Section 17.7.701 of the American Fork Municipal Code shall be modified to read as follows:

Sec 17.7.701 - Planned Industrial Parks

A. Intent. The intent of this section shall be:

1. To promote the development of attractive and nuisance-free industrial buildings.
2. To promote industry and the economic well-being of the inhabitants.
3. To establish guidelines pertaining to the design, construction, and maintenance of industrial buildings in attractive landscaped surroundings.

B. Allowed uses.

1. Planned industrial park projects in PI-1 zone areas without a limited access overlay designation (PI-1).
 - a. Office buildings.
 - b. Research and light manufacturing buildings, provided that all research and manufacturing activity shall be conducted within the buildings. The outside storage of materials or equipment used in connection with the conduct or operation of the business activity shall ~~not~~ be permitted. Outside storage shall be in attractive and landscaped settings, as determined by the community development services director, with privacy fencing. , except that including the oOn-site storage of fleet vehicles shall be permitted, provided that said vehicles are shall be limited to automobiles and light trucks, and the number of vehicles shall be used in the conduct of the business and limited to the number of on-site employees.
 - c. The incidental sale to the public of products manufactured on site, but not including sexually oriented businesses or products.
 - d. Office/warehouse establishments, including the open air, outdoor storage of materials or equipment used in connection with the conduct or operation of the business activity. Any such outdoor storage must be enclosed by visually obstructive and / or non-transparent fencing. Such fencing may be topped with appropriate security wire or apparatuses to deter theft. Such storage areas must have attractive, water-conscious landscaping along any portion of the area fronting a public right of way.
 - e. Other uses determined by the city council to be similar to uses specifically permitted in the zone and which will harmonize with the intent of the PI-1 industrial zone.
 - f. Free-standing project identification signs, including signs designating outdoor areas as outdoor storage space, in accordance with the applicable provisions of Section 17.5.128.
 - g. Low power radio service antenna facilities, subject to the provisions of Section 17.6.112 of this code.
2. Planned industrial park projects in PI-1 zone areas with a limited access overlay designation (PI-1(O)).
 - a. Self-service storage facilities (mini-warehouses).

a-b. Office/warehouse establishments, including the open air, outdoor storage of materials or equipment used in connection with the conduct or operation of the business activity. Any such outdoor storage must be enclosed by visually obstructive and / or non-transparent fencing. Such fencing may be topped with appropriate security wire or apparatuses to deter theft. Such storage areas must have attractive, water-conscious landscaping along any portion of the area fronting a public right of way.

- C. Project area requirements. Each planned industrial project shall include the entire lot of record and shall contain sufficient area to accommodate the building(s), any outside storage space as permitted by Section 17.7.701(B), vehicular access, off-street parking, landscaping and other required elements of the use.
- D. Approval procedure. The procedure for approval shall be the same as set forth in Section 17.7.200 of this code.
- E. Required improvements. The following improvements shall be constructed by the developer in each planned industrial project in accordance with American Fork City standards as directed by the city engineer.
 - 1. Streets, driveways, and parking areas shall be graded, and surfaced with asphalt or concrete in accordance with city standards.
 - 2. Curbs, gutters, and walkways.
 - 3. Surface water drainage and flood control structures and facilities.
 - 4. On-site culinary and secondary water mains and sewer mains.
 - 5. Off-site culinary and secondary water mains and sewer mains.
 - 6. Fire hydrants.
 - 7. Permanent survey monuments.
 - 8. Gas, electric and telephone lines (which shall be placed underground).
 - 9. Landscaping in the defined landscape areas.
 - 10. Sprinkling or other suitable irrigation systems.
 - 11. Fences, walls, and all other common areas, facilities, systems and structures proposed for the development as shown on the final plans.
 - 12. Street lighting (public and private).
 - 13. Trash enclosures. Developers may install other improvements, however, the construction of other improvements shall not be required as a condition of approval.
- F. Design requirements.
 - 1. The layout and design of each project shall provide for safe and convenient access and circulation within the project area and between contiguous projects.
 - 2. There shall be no minimum size lot area requirement, except that each lot shall contain enough area to adequately accommodate the building, parking, traffic, circulation and landscaping requirements.
 - 3. Adequate off-street parking shall be provided for each building and use. The number of parking spaces, the size and dimension of parking spaces, the location of the parking spaces, the size and design of travelways serving the parking spaces and other details concerning off-street parking, shall be in accordance with the adopted parking standards for the city.
 - 4. Off-street parking areas shall be used only to accommodate patrons and employees at the site. Use of the parking area for storage of tractor-trailer trucks or container storage units (such as conex containers) used in the conduct of the business activity shall be prohibited.
 - 5. Not less than ten percent of each project area shall be devoted to landscaping. Each application for a project or building within a project shall include a landscape plan and said plans shall conform to the requirements of Section 17.5.121.

6. No portion of the site shall be used for outside fabrication of product created by the use or for the storage of hazardous materials or other such materials or equipment which constitute nuisance or waste, provided however, that the storage of materials or equipment used in the conduct or operation of the business activity are expressly permitted on the site.~~materials or equipment used in the conduct of the business activity.~~
 7. Where the project area abuts upon the right-of-way of a freeway or arterial class street, or the Frontrunner tracks, the design shall, to the maximum extent possible, provide that all truck docking facilities shall be shielded or screened from view from the freeway or arterial street.
 8. Each separately owned unit within each building shall be served by individual water and sewer service lines.
 9. The plan shall provide for disposal of storm water in accordance with terms of city standards and policies applicable to the site.
 10. Where a project anticipates development in phases, all portions not intended for immediate development shall be maintained free of weeds or landscaped as set forth on the site plan pending completion of each development phase.
- G. Required documents. In the event the development has two or more owners or where an existing development is being divided into two or more ownerships, required documents shall include:
1. Articles of incorporation for property owners' association.
 2. Corporation by-laws.
 3. Covenants, conditions, restrictions and management policies.
 4. Management agreement.

PART II

SECTION 1 - Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or plan thereof, the more stringent shall prevail.

SECTION 2 - Provisions Severable. This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause or phrase is adjudged to be unconstitutional or invalid it is hereby declared that the remainder of the ordinance shall not be affected thereby.

SECTION 3 - Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED, by the American Fork City Council this ____ day of May, 2023.

Name:
MAYOR

Attest: _____

Agenda Topic

Review and recommendation on an application for an Amended Final Plat, known as AF Crossings Plat “E-3”, located at approximately 856 South 1000 West, American Fork City, UT 84003. The Final Plat will be approximately 0.43 acres and will be in the PR-3.0 Zone.

BACKGROUND INFORMATION		
Location:		856 South 1000 West
Project Type:		Amended Final plat
Applicants:		LSL Property Holdings LLC, White Horse Developers, Berg Civil Engineering
Existing Land Use:		Shoreline Protection
Proposed Land Use:		N/A
Surrounding Land Use:	North	Shoreline Protection
	South	Shoreline Protection
	East	Shoreline Protection
	West	Shoreline Protection
Existing Zoning:		PR-3.0
Proposed Zoning:		N/A
Surrounding Zoning:	North	Unincorporated Territory
	South	PR-3.0
	East	PR-3.0
	West	PR-3.0

Background

The applicant has applied for an Amended Final Plat to develop two (2) lots within the area. The project looks to move the boundary lines of the two lots to increase the total square footage of Lot 321 and decrease the square footage in Lot 322. These two (2) lots were already in an approved subdivision, resulting in the amendment. As these two (2) lots were in an approved subdivision they need to vacate the current easement onsite, which has already been done and



approved. Utah State also requires the signatures of all property owners within the final plat to be amended and the applicant has provided all those signatures.

Sec 17.8.216 Amendments

The plans, plats, documents, and statements may be amended by following the same procedure required for initial approval. No change shall be made which is contrary to the intent of the city's land use plan or the standards and requirements of this code. Any amendment of a recorded final plat shall not be approved or recorded except in conformance with the terms and conditions established by state law.

Sec 17.8.217 Amended Plats

When major changes in a plat of a subdivision which has been recorded are made, approval of said subdivision shall be vacated and an amended plat thereof approved and filed in accordance with the requirements of this code. No change shall be made in approved plats unless approval thereof has been obtained by the planning commission and the city council.

Utah State Code 10-9a-608 – Subdivision Amendments

- (1) (a) A fee owner of land, as shown on the last county assessment roll, in a subdivision that has been laid out and platted as provided in this part may file a written petition with the land use authority to request a subdivision amendment.
- (b) Upon filing a written petition to request a subdivision amendment under Subsection (1)(a), the owner shall prepare and, if approved by the land use authority, record a plat in accordance with Section 10-9a-603 that:
 - (i) depicts only the portion of the subdivision that is proposed to be amended;
 - (ii) includes a plat name distinguishing the amended plat from the original plat;
 - (iii) describes the differences between the amended plat and the original plat; and
 - (iv) includes references to the original plat.

- (c) If a petition is filed under Subsection (1)(a), the land use authority shall provide notice of the petition by mail, email, or other effective means to each affected entity that provides a service to an owner of record of the portion of the plat that is being vacated or amended at least 10 calendar days before the land use authority may approve the petition for a subdivision amendment.
 - (d) If a petition is filed under Subsection (1)(a), the land use authority shall hold a public hearing within 45 days after the day on which the petition is filed if:
 - (i) any owner within the plat notifies the municipality of the owner's objection in writing within 10 days of mailed notification; or
 - (ii) a public hearing is required because all of the owners in the subdivision have not signed the revised plat.
 - (e) A land use authority may not approve a petition for a subdivision amendment under this section unless the amendment identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the subdivision.
- (2) The public hearing requirement of Subsection (1)(d) does not apply and a land use authority may consider at a public meeting an owner's petition for a subdivision amendment if:
- (a) the petition seeks to:
 - (i) join two or more of the petitioner fee owner's contiguous lots;
 - (ii) subdivide one or more of the petitioning fee owner's lots, if the subdivision will not result in a violation of a land use ordinance or a development condition;
 - (iii) adjust the lot lines of adjoining lots or between a lot and an adjoining parcel if the fee owners of each of the adjoining properties join in the petition, regardless of whether the properties are located in the same subdivision;
 - (iv) on a lot owned by the petitioning fee owner, adjust an internal lot restriction imposed by the local political subdivision; or



- (v) alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not:
 - (A) owned by the petitioner; or
 - (B) designated as a common area; and
- (b) notice has been given to adjoining property owners in accordance with any applicable local ordinance.
- (3) A petition under Subsection (1)(a) that contains a request to amend a public street or municipal utility easement is also subject to Section 10-9a-609.5.
- (4) A petition under Subsection (1)(a) that contains a request to amend an entire plat or a portion of a plat shall include:
 - (a) the name and address of each owner of record of the land contained in the entire plat or on that portion of the plat described in the petition; and
 - (b) the signature of each owner described in Subsection (4)(a) who consents to the petition.
- (5) (a) The owners of record of adjoining properties where one or more of the properties is a lot may exchange title to portions of those properties if the exchange of title is approved by the land use authority as a lot line adjustment in accordance with Subsection (5)(b).
- (b) The land use authority shall approve a lot line adjustment under Subsection (5)(a) if the exchange of title will not result in a violation of any land use ordinance.
- (c) If a lot line adjustment is approved under Subsection (5)(b):
 - (i) a notice of lot line adjustment approval shall be recorded in the office of the county recorder which:
 - (A) is approved by the land use authority; and
 - (B) recites the legal descriptions of both the original properties and the properties resulting from the exchange of title; and
 - (ii) a document of conveyance shall be recorded in the office of the county recorder.



- (d) A notice of approval recorded under this Subsection (5) does not act as a conveyance of title to real property and is not required in order to record a document conveying title to real property.
- (6) (a) The name of a recorded subdivision may be changed by recording an amended plat making that change, as provided in this section and subject to Subsection (6)(c).
- (b) The surveyor preparing the amended plat shall certify that the surveyor:
 - (i) holds a license in accordance with Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act;
 - (ii) (A) has completed a survey of the property described on the plat in accordance with Section 17-23-17 and has verified all measurements; or
(B) has referenced a record of survey map of the existing property boundaries shown on the plat and verified the locations of the boundaries; and
 - (iii) has placed monuments as represented on the plat.
- (c) An owner of land may not submit for recording an amended plat that gives the subdivision described in the amended plat the same name as a subdivision in a plat already recorded in the county recorder's office.
- (d) Except as provided in Subsection (6)(a), the recording of a declaration or other document that purports to change the name of a recorded plat is void.

Project Conditions of Approval

1. N/A

Findings of Fact

1. The Amended Final Plat meets the requirements of Section 17.8.216 and Section 17.8.217
2. The Amended Final Plat meets the requirements of Utah State Code, Chapter 10-9a-608

13-MB-0157
BUCKWALTER, BRADLEY K.
VOLUME: 80-531,200 - 41.21 acres

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.



5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

Staff Recommendation

The Amended Final Plat meets the requirements of Section 17.8.216 and Section 17.8.217 of American Fork City's Municipal Code. It also meets the requirements of Chapter 10-9a-608 of Utah State Code. Staff recommends APPROVING the application.

Potential Motions – Amended Final Plat

Approval

Madame Chair, I move to recommend approval for the proposed Amended Final Plat, located at approximately 856 South 1000 West, American Fork City, UT 84003, in PR-3.0 Residential Zone, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Denial



Madame Chair, I move to deny the proposed Amended Final Plat, located at approximately 856 South 1000 West, American Fork City, UT 84003, in PR-3.0 Residential Zone.

Table

Madame Chair, I move to table action for the proposed Amended Final Plat, , located at approximately 856 South 1000 West, American Fork City, UT 84003, in PR-3.0 Residential Zone, and instruct staff/developer to.....



275 E 200 N, American Fork, UT 84003

June 28, 2023
Jake Horan

RE: Notice of Action for AF Crossing E-3 Amended Final Plat (E-2 PUE Vacation)

Dear Jake Horan,

On June 27, 2023, the American Fork City Council approved your request for vacation of a Public Utility Easement on the previously recorded AF Crossing E-2 Plat at approximately 864 S 1000 W, for application P-2023-00073.

It is essential that all engineering checklist items are completed prior to submitting plans to the Building Department. Please be aware that approval by American Fork City in no way exempts the property from complying with other requirements that may be in effect on the property such as CC&R's, zoning, subdivision, site plan, land disturbance, and building permit regulations, as applicable. It is the responsibility of the property owner to ensure compliance with these regulations.

Please retain this letter for your records, as it may be required as evidence of approval when submitting an application for building permits.

Respectfully,

American Fork Development Services Department



AMERICAN FORK CITY – Development Services

275 EAST 200 NORTH, AMERICAN FORK UT 84003

Phone: 801-763-3060

Email: applications@americanfork.gov

SUBDIVISION PRELIMINARY PLAT | SUBDIVISION FINAL PLAT AMENDED FINAL PLAT | COMMERCIAL SITE PLAN

Development Review Committee Application Form

Submittal Type: ☐ Subdivision Preliminary Plat ☐ Subdivision Final Plat

☒ Amended Final Plat ☐ Commercial Site Plan

If applying for preliminary and final subdivision plats concurrently, mark both boxes.

Project Name: AF CROSSINGS PLAT "E-2"

Location: 856 S & 864 S 1000 WEST

Utah County Parcel No(s): 34:726:0321 & 34:726:0322

Property Owner Name: LSL PROPERTY HOLDINGS LLC

Property Owner or Authorized Representative Contact Information: (By indicating an authorized representative, all communication from the City regarding the project will be directed to your authorized representative.)

Name: JAKE HORAN

Address: 520 S 850 E #A100 LEHI, UT 84043

Email: JAKE@WHITEHORSEDEVELOP Telephone: 801.362.8420

My application meets the requirements of the PR 3.0 ZONE zone.

Submit the following to applications@americanfork.gov

- ELECTRONIC** submittal including plans and all reports in a **One Drive or Dropbox link, or on a USB submitted to the Development Services Department, 275 East 200 North:**
 - A full plan set in one (1) single pdf
 - An electronic design file AutoCAD (N.A.D. 83 Coordinates)
 - Reports (Drainage report, Geotechnical report, Title report, etc.), each in a separate pdf.**LABEL EACH SEPERATE FILE WITH THE NAME OF THE CORRELATING ITEM.**
- Development Services Plan Review Fee:**
 - Subdivision Preliminary Plat: \$500.00
 - Subdivision Final Plat: \$250.00
 - Amended Final Plat: \$250.00
 - Subdivision Preliminary & Final Plats \$750.00
 - Commercial Site Plan: \$500.00
- Preparer/Engineer/Surveyor/Consultant/Designer Affirmation Statement** – Required from each Professional Engineer stamping and signing submitted documents.
- Engineering Division Review Fees** – Development review and inspection fees are billed per hour during the course of the project review and construction (see [Resolution No. 2022-06-21R](#)). These fees include time for city personnel as well as 3rd party consultants that complete plat reviews, water rights transfers and reviews, engineering reviews, utility modeling, field inspections, recording fees, permit fees, street light costs, and all other applicable fees which are billed as they occur.



AMERICAN FORK CITY – Development Services

275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Email: applications@americanfork.gov

The following table summarizes the items required for each application type in order to be deemed a complete application. **By acknowledging and initialing the following items, the Applicant certifies that the application is complete and meets American Fork City requirements. The Applicant understands that any items deemed “N/A” may be requested at any time throughout the review process at the discretion of the DRC.**

Preliminary Plat	Final Plat/ Amended Final Plat	Commercial Site Plan	Item for Completion (Section 17.7/8.202)	Applicant Acknowledgement (Initial) <u>If “N/A,” explain the reason</u>	Staff Verification (Initial by City Staff)
☒	☒	☒	ALTA Survey (identify Geodetic Datum used)	N/A - TWO EXISTING	
☒	☒	☒	American Fork Standard Details	N/A - No new construction	
☒	☒	☒	Application Fees		
☐	☐	☒	Building Elevations (with dimension height) and Renderings	n/a	
☒	☒	☒	Cover Sheet	KRB	
☒	☒	☒	Drainage Report	n/a - plat amendment	
☒	☒	☒	Erosion Control Plan	n/a - plat amendment	
☒	☒	☒	General Notes	n/a - plat amendment	
☒	☒	☒	Geotechnical Report	n/a - plat amendment	
☒	☒	☒	Grading and Drainage Plan	n/a - plat amendment	
☐	☐	☒	Landscaping Plan	n/a	
☐	☒	☒	Plan and Profile (all new public infrastructure)	n/a - no new infrastructure	
☐	☐	☒	Site Plan	n/a	
☒	☒	☐	Subdivision Plat	KRB	
☐	☐	☒	Timpanogos Special Service District Form	n/a	
☒	☒	☒	Title Report		
☒	☒	☒	Traffic Impact Study As required by City Engineer or as follows: Residential>100 Units Office>80,000 s.f. Retail>25,000 s.f. Industrial>100,000	n/a - plat amendment	
☒	☒	☒	Utility Plan (including Street Lights)	n/a - plat amendment	



AMERICAN FORK CITY – Development Services

275 EAST 200 NORTH, AMERICAN FORK UT 84003

Phone: 801-763-3060

Email: applications@americanfork.gov

Preliminary Plat	Final Plat/ Amended Final Plat	Commercial Site Plan	Item for Completion (Section 17.7/8.202)	Applicant Acknowledgement (Initial) <u>If “N/A,” explain the reason</u>	Staff Verification (Initial by City Staff)
Depending on site location, these items may also be required:					
☒	☒	☒	Is any portion of the project accessing a UDOT road? ☐ Yes ☒ No If Yes, provide UDOT details as applicable.	n/a	

I understand that I am responsible for submitting a complete application, including all required documents that meet city code. The City will not hold partial submittals. Acceptance of this submittal to the Development Review Committee (DRC) for review is not an acknowledgment by the City of a complete application. This determination will be made by the DRC in accordance with UCA 10-9a-509.5. I acknowledge that I am responsible for resubmitting my application in its entirety if my application is incomplete. I also accept responsibility for all fees and costs associated with my development as detailed above. I acknowledge that a building permit will not be issued until the untreated gravel base has been placed and graded, sewer, and storm drain lines and water lines, and inlet boxes completed and tested per Section 15.01.230 of the American Fork City Code. By submitting an application, the owner/authorized representative hereby authorizes American Fork City Representatives to enter the property for the purposes of evaluating this application.

Property Owner or Authorized Representative Signature (if applicable):

Date:

Property Owner Signature:

Date: 5/2/2023



AMERICAN FORK CITY – Development Services

275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Email: applications@americanfork.gov

Sensitive Lands Requirements (where applicable):

Preliminary Plat	Final Plat/ Amended Final Plat	Commercial Site Plan	Item for Completion	Applicant Acknowledgement (Initial) <u>If “N/A,” explain the reason</u>	Staff Verification (Initial by City Staff)
☒	☒	☒	Is any portion of the project located within or near an area of potential Wetlands? ☐ Yes ☒ No If Yes, provide necessary submittals per the Sensitive Lands Ordinance.	n/a - plat amendm	
☒	☒	☒	Is any portion of the project located within the 100-year flood plain? ☐ Yes ☒ No If Yes, provide necessary submittals per the Sensitive Lands Ordinance.	n/a - plat amendm	
☒	☒	☒	Does any portion of the project contain ground water that is less than eight (8) feet below the ground surface at any time during the year? ☐ Yes ☒ No If Yes, provide necessary submittals per the Sensitive Lands Ordinance.	n/a - plat amendm	
☒	☒	☒	Is any portion of the project located within a high liquefaction hazard area? ☒ Yes ☐ No If Yes, provide necessary submittals per the Sensitive Lands Ordinance.	n/a - plat amendm	
☒	☒	☒	Does any portion of the project fall under any other identified Sensitive Lands condition as listed in Section 3-1-13 of the Sensitive Lands Ordinance or as shown on the maps in the ordinance? ☒ Yes ☐ No If Yes, provide necessary submittals per the Sensitive Lands Ordinance.	n/a - plat amendm	

Additional Resources:

American Fork City Code https://library.municode.com/ut/american_fork/codes/code_of_ordinances

APWA Standards <http://utah.apwa.net/>

Development Review Process <https://afcity.org/964/Development-Review-Process>

Engineering Division Page (General Plans, Standards, etc.) <https://afcity.org/719/Engineering-Services>

Planning Department Page <https://afcity.org/276/Planning-Department>

Private Development Forms and Checklists <https://afcity.org/932/Private-Development>

Timpanogos Special Service District Form **submitted to and completed by TSSD**

(<https://timpssd.org/pretreatment>) Submit the form to shawn.parker@timpssd.org or david.land@timpssd.org



AMERICAN FORK CITY – Development Services
275 EAST 200 NORTH, AMERICAN FORK UT 84003
Phone: 801-763-3060 Email: applications@americanfork.gov

AFFIRMATION STATEMENT

Development Review Committee Application Form

“I, the undersigned, hereby certify that I have read the American Fork City Code of Ordinances, Standards and Specifications requirements. I also certify that the submittals prepared by me meet current code requirements.

COMPLETED BY: PE #: (if applicable)

SIGNATURE: PRINTED NAME:

COMPANY: EMAIL:

ADDRESS: PHONE:

DOCUMENTS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION:

Amended Final Plat

EXHIBIT "A"

PUE VACATION DESCRIPTION

BEGINNING AT A POINT OF NON-TANGENT CURVATURE WHICH IS LOCATED S89°52'20"W 1739.90 FEET ALONG THE SECTION LINE AND SOUTH 925.72 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTHEASTERLY ALONG THE ARC OF A 317.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 10 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 01°48'28" AND A LONG CHORD BEARS S34°45'24"E 10.00 FEET TO A POINT OF NON-TANGENCY); THENCE SOUTH 56°03'23" WEST 93.33 FEET; THENCE NORTH 47°45'12" WEST 10.30 FEET; THENCE NORTH 56°03'23" EAST 95.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 945 SF OR 0.022 ACRE IN AREA, MORE OR LESS.



Typically, descriptions run clockwise. This description runs counterclockwise. A proposed description is shown below.

EXHIBIT "A"

PUE VACATION DESCRIPTION

BEGINNING AT A POINT LOCATED S89°52'20"W 1739.90 FEET AND SOUTH 925.72 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 56°03'23" WEST 95.65 FEET; THENCE SOUTH 47°45'12" EAST 10.30 FEET; THENCE NORTH 56°03'23" EAST 93.33 FEET; THENCE NORTH 34°45'10" WEST 10.00 FEET TO THE POINT OF BEGINNING

CONTAINS: 945 SF OR 0.02 AC

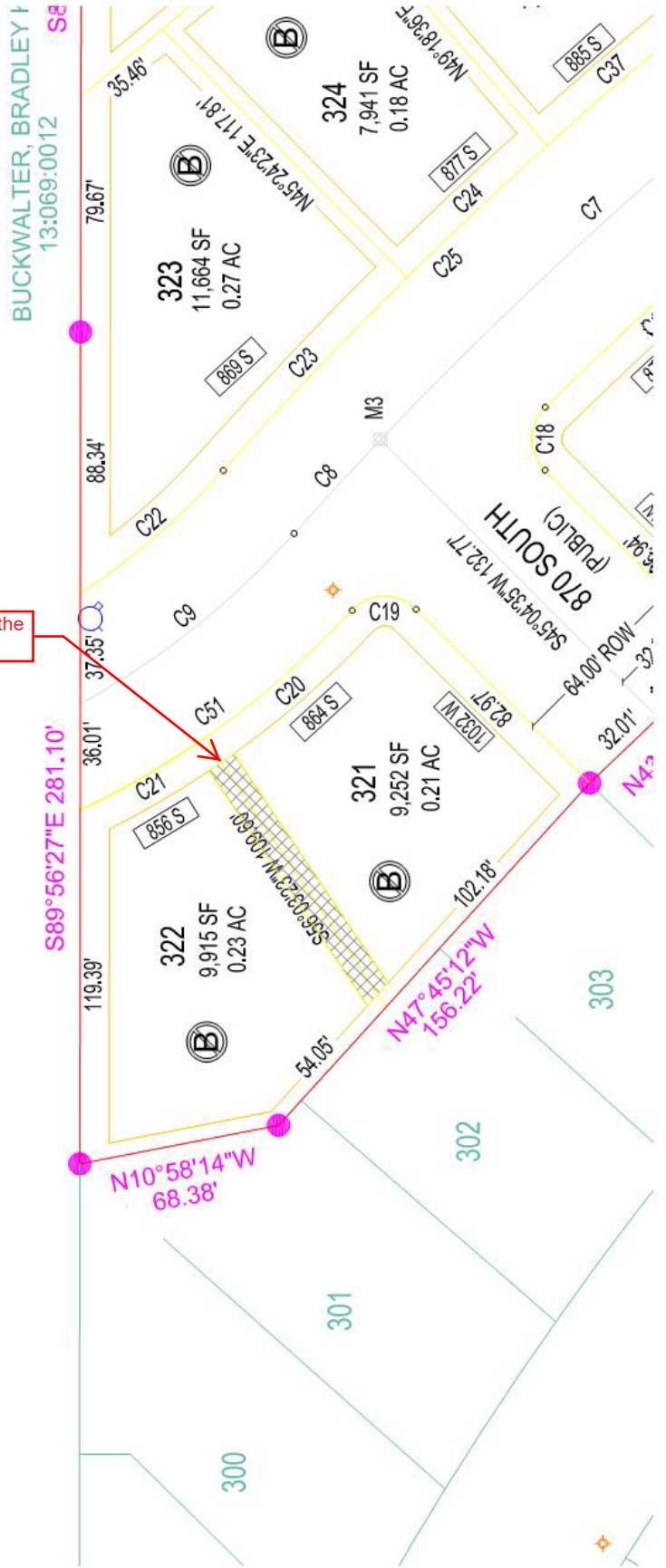
this course should be a curve based on the AF Crossings Plat E-2.

SUGGESTED DESCRIPTION:

BEGINNING AT A POINT OF NON-TANGENT CURVATURE WHICH IS LOCATED S89°52'20"W 1,739.90 FEET ALONG THE SECTION LINE AND SOUTH 925.72 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTHEASTERLY 10.00 FEET ALONG THE ARC OF A 317.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 01°48'28", THE CHORD OF WHICH BEARS SOUTH 34°45'24" EAST 10.00 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 56°03'23" WEST 93.33 FEET; THENCE NORTH 47°45'12" WEST 10.30 FEET; THENCE NORTH 56°03'23" EAST 95.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 945 SF OR 0.022 ACRE IN AREA, MORE OR LESS.

This course is a curve per the plat of record.



Re: AF Crossings Plat E2 amendment

Jake Horan <jake@keyut.com>

Wed 5/10/2023 1:34 AM

To: Angela McKee <amckee@americanfork.gov>

Cc: Applications DS <applications@americanfork.gov>; Ken Berg <ken@bergcivilengineering.org>

I believe you can adjust it to be E3. These two lots are a part of the E2 plat but we are re-subdividing them. Hence why this one is called E3.

JAKE HORAN

KEYSTONE CONSTRUCTION

PRESIDENT

801.362.8420

Jake@keyut.com

Keyut.com

On May 9, 2023, at 5:33 PM, Angela McKee <amckee@americanfork.gov> wrote:

Hi Jake,

I am working on getting this project in for DRC review. The application says Plat "E-2", but the plan says Plat E-3. Which one should it be?

Thank You,

<image001.png>

Angela McKee
Administrative Assistant
Building Division

P (801) 854-5985
275 East 200 North., American Fork, UT 84003

From: Jake Horan <jake@keyut.com>

Sent: Tuesday, May 2, 2023 3:10 PM

To: Applications DS <applications@americanfork.gov>

Cc: Ken Berg <ken@bergcivilengineering.org>

Subject: AF Crossings Plat E2 amendment

Hello,

Attached is the amended final plat for AF Crossings plat E2. The purpose of the amendment is to adjust the lot line to allow the north lot to be buildable and to still give the home on the south lot the required setbacks. It also adjusts it so that the utility stubs are still stubbed into each lot respectively. I will call in and pay the application fee with a card. Let me know if there are any questions or more information needed.

Thanks!

Jake Horan

President

Keystone Construction

801.362.8420

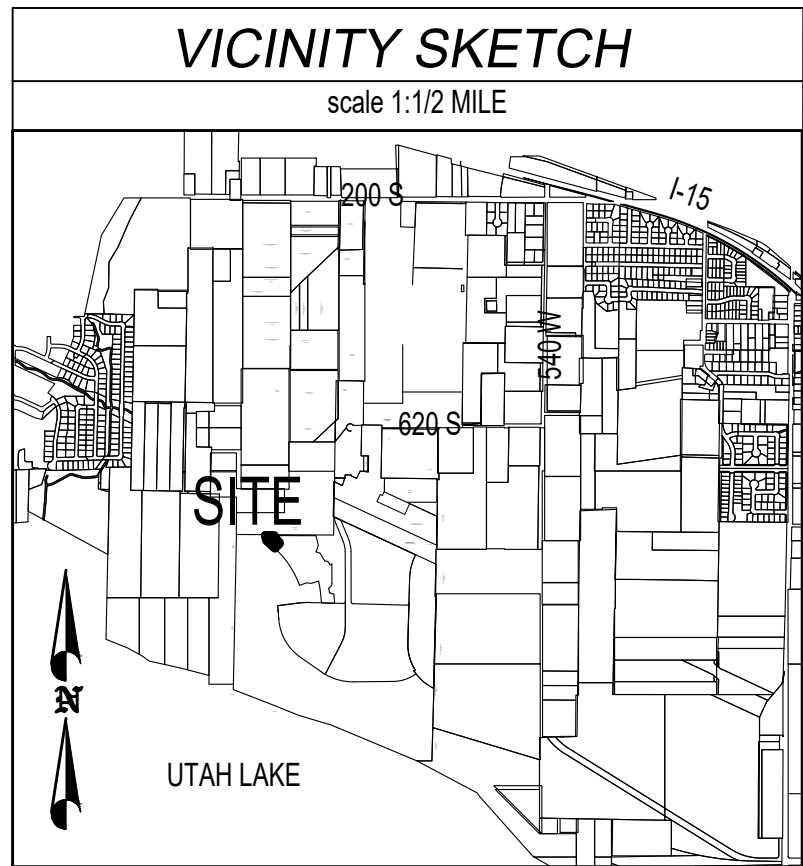
jake@keyut.com

AF CROSSINGS
PLAT "E-3"

A RESUBDIVISION OF LOTS 321 & 322 OF AF CROSSING PLAT "E-2"
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	307.00	114.73	21°24'43"	114.06	S36°22'20"E
C2	15.00	24.13	92°09'16"	21.61	S01°00'03"E
C3	307.00	54.65	10°11'58"	54.58	S41°58'42"E
C4	307.00	60.08	11°12'45"	59.98	S31°16'21"E



TABULATIONS

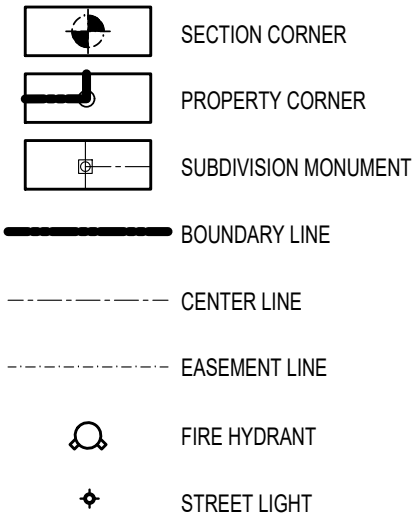
DEVELOPMENT AREA	0.44 AC
EXISTING ZONING	PR 3.0
LAND USE:	VERY LOW RESIDENTIAL
FLOOD ZONE DESIGNATION:	A / X
FIRM MAP PANEL #:	495517 0110 B
EFFECTIVE DATE:	JULY 17, 2002

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS
ENTRY NO: _____

LEGEND



SYMBOLS



NOTES

- OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 3/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.



SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____,
BY THE WATER AUTHORITY.

SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 286882-2201. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S89°52'20" W 1753.17 FEET AND SOUTH 882.81 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE ARC OF A 307.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 114.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°24'43" AND LONG CHORD BEARS S38°22'20" E 114.06 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 24.13 FEET (CURVE HAVING A CENTRAL ANGLE OF 92°09'16" AND LONG CHORD BEARS S01°00'03" E 21.61 FEET); THENCE SOUTH 45°04'35" WEST 82.97 FEET; THENCE NORTH 47°45'12" WEST 156.22 FEET; THENCE NORTH 10°58'14" WEST 68.38 FEET; THENCE SOUTH 89°56'27" EAST 119.39 FEET TO THE POINT OF BEGINNING

AREA = 19,168 SF OR 0.44 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 27. (NAD 27)

NUMBER OF LOTS = 2

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION
IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE
WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ CITY COUNCIL OF _____ AMERICAN FORK CITY _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS
_____ DAY OF _____, A.D. ____

MAYOR CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CLERK-RECORDER

PLANNING COMMISSION APPROVAL

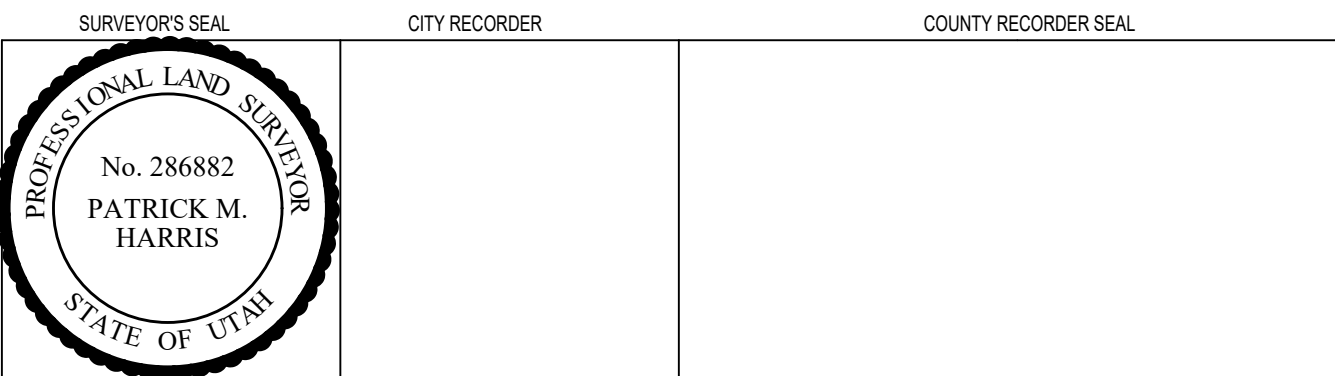
APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE

AMERICAN FORK CITY PLANNING COMMISSION

PLANNER CHAIRMAN, PLANNING COMMISSION

AF CROSSINGS
PLAT "E-3"

A RESUBDIVISION OF LOTS 321 & 322 OF AF CROSSING PLAT "E-2"
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 60 FEET



AF CROSSINGS
PLAT "E-3"

A RESUBDIVISION OF LOTS 321 & 322 OF AF CROSSING PLAT "E-2"
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



American Fork City
Development Review
Committee

Planning and Zoning
Reviewed
tvanekeleburg 06/28/2023

Fire Department
Reviewed
M. Sacco 06/28/2023

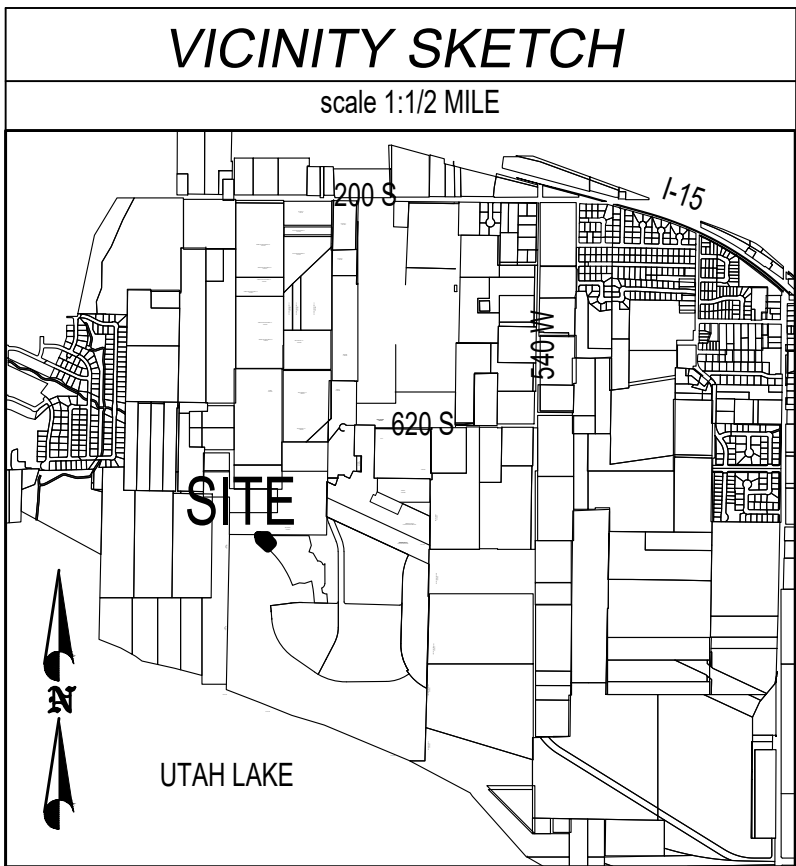
Engineering Division
Reviewed
jhsu 06/21/2023

Next Step

Proceed to Planning
Commission on July 19, 2023

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	307.00	114.73	21°24'43"	114.06	S36°22'20"E
C2	15.00	24.13	92°09'16"	21.61	S01°00'03"E
C3	307.00	54.65	10°11'58"	54.58	S41°58'42"E
C4	307.00	60.08	11°12'45"	59.98	S31°16'21"E



TABULATIONS

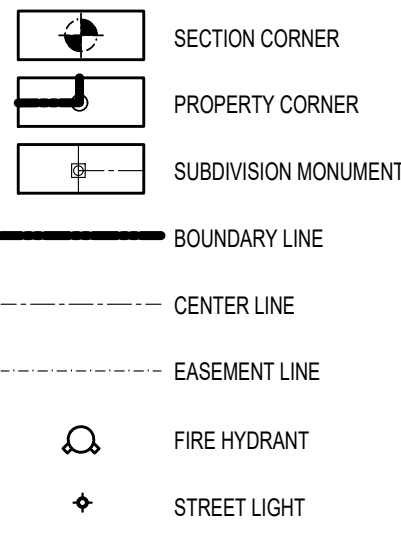
DEVELOPMENT AREA	0.44 AC
EXISTING ZONING	PR 3.0
LAND USE:	VERY LOW RESIDENTIAL
FLOOD ZONE DESIGNATION:	A / X
FIRM MAP PANEL #:	49049C0306F
EFFECTIVE DATE:	JUNE 19, 2020

REFERENCE DOCUMENTS:

NOTICE OF INTEREST, BUILDING REQUIREMENTS, AND ESTABLISHMENT OF
RESTRICTIVE COVENANTS

RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS
ENTRY NO: _____

LEGEND



SYMBOLS



NOTES

- OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 3/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.
- BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.
- LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.



SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____,
BY THE WATER AUTHORITY.

SEWER & WATER AUTHORITY

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. 286882-2201. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED S89°52'20"W 1753.17 FEET AND SOUTH 882.81 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE ARC OF A 307.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 114.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°24'43" AND LONG CHORD BEARS S38°22'20"E 114.06 FEET); THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 24.13 FEET (CURVE HAVING A CENTRAL ANGLE OF 92°09'16" AND LONG CHORD BEARS S01°00'03"E 21.61 FEET); THENCE SOUTH 45°04'35" WEST 82.97 FEET; THENCE NORTH 47°45'12" WEST 156.22 FEET; THENCE NORTH 10°58'14" WEST 68.38 FEET; THENCE SOUTH 89°56'27" EAST 119.39 FEET TO THE POINT OF BEGINNING

AREA = 19,168 SF OR 0.44 ACRES

BASIS OF BEARING IS NORTH 89°52'20" EAST ALONG SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE AND MERIDIAN, TO THE NORTHEAST CORNER OF SAID SECTION 27. (NAD 27)

NUMBER OF LOTS = 2

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF UTAH } S.S.
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION
IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____, IN ACCORDANCE
WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ CITY COUNCIL OF _____ AMERICAN FORK CITY _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. ____

MAYOR CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

CITY COUNCIL MEMBER CITY COUNCIL MEMBER

APPROVED _____ ATTEST _____
CITY ENGINEER CITY CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE

AMERICAN FORK CITY PLANNING COMMISSION

PLANNER CHAIRMAN, PLANNING COMMISSION

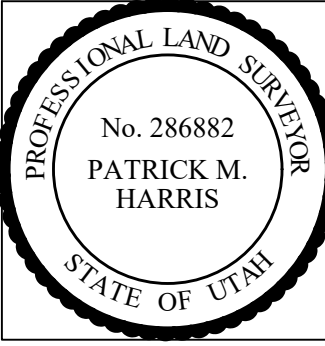
AF CROSSINGS
PLAT "E-3"

A RESUBDIVISION OF LOTS 321 & 322 OF AF CROSSING PLAT "E-2"
LOCATED IN THE NORTHWEST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 60' FEET

SURVEYOR'S SEAL

CITY RECORDER

COUNTY RECORDER SEAL



Agenda Topic

Public hearing, review, and recommendation on a proposed Annexation Agreement, known as Deer Park Thomson, located in the area of 9 West 1100 South, American Fork City, UT 84003. On approximately 4.35 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.

BACKGROUND INFORMATION		
Location:		9 West 1100 South
Project Type:		Annexation Agreement
Applicants:		Deer Park LLC, White Horse Developers
Existing Land Use:		Design Industrial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Design Industrial
	West	Residential Low Density
Existing Zoning:		N/A
Proposed Zoning:		PI-1
Surrounding Zoning:	North	Unincorporated Territory
	South	Unincorporated Territory
	East	PI-1
	West	Unincorporated Territory

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation assigned to the land, which would be for Planned Industrial Projects. This piece of land will be East of 100 West (Boat Harbor Road) and south of 1100 South.



Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 - 1. Potential demand for City facilities and services;
 - 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
 - 3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 - 4. Zoning required or recommended;
 - 5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
 - 6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.
- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.



- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.
- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Staff Findings

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

1. Potential demand for City facilities and services:

- a. Total Area – 4.35 acres
- b. Master Planned Culinary ERC – 7.76
- c. Master Planned Pressurized Irrigation acres – 2.94 acres
- d. Master Planned Sewer ERU – 7.76

2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation:

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a [Design Industrial] designation. The Land Use designation informs the zoning that will be allocated to the property.

3. The identification of the distance from existing city utility lines to the boundary of the annexing property:

- a. Culinary water abuts parcel.



- b. Pressurized irrigation abuts the parcel. Pending pressurization of utility.
- c. Sewer abuts the parcel.

4. Zoning required or recommended:

- a. Staff recommends zoning as Planned Industrial PI-1

5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:

- a. Schools:
 - i. American Fork High School: ~ 3.5 Miles
 - ii. American Fork Junior High: ~ 3.6 Miles
 - iii. Greenwood Elementary: ~ 1.7 Miles
- b. Parks:
 - i. Boat Harbor: ~ 1.0 Miles
 - ii. Mountain Meadows: ~ 1.4 Miles
 - iii. Greenwood: ~ 1.8 Miles
 - iv. Rotary: ~ 1.4 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.49 Miles
 - ii. Western SC-1 Zone: ~ 1.49 Miles

6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:

- a. Extension of city utilities will be driven by demand caused by growth/development. Minimum utility requirements will be paid by development with master planned upsizing paid through applicable impact fee funds.

Project Conditions of Approval

1. Annexation agreement for Deer Park South approval, subject to the condition of all relevant and required exhibits and attachments to be provided to City staff prior to moving forward to City Council.

Findings of Fact

1. The Annexation Agreement meets the requirements of Section 17.20 of American Fork City's Municipal Code

Project Map



Standards Conditions of Approval



APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).



Staff Recommendation

The Annexation Agreement meets the requirements of Section 17.20 Annexation Policies and Procedures. Staff recommends APPROVING the application.

Potential Motions

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Denial

Madame Chair, I move to recommend denial for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003, and instruct staff/developer to.....

ANNEXATION AGREEMENT (Deer Park -Thomson Annexation)

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2023, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Deer Park LLC, a Utah limited partnership (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting the entirety of the Deer Park Thomson Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2023-04-18R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if and only if (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny 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 annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking, as that term is defined pursuant to the terms of UCA 10-9a-103, 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area as Design Industrial. Therefore, the zone classification attached to the Annexation Area shall be Planned Industrial (PI-1). A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of 1100 South as a Minor Collector Road ("Minor Collector"). As a condition of annexation, Applicant hereby agrees to dedicate and convey to the City the right-of-way necessary for the construction of the Minor Collector in accordance with American Fork City Code in the location shown on the street dedication map prepared by the Applicant and approved by the City (Attachment 4 to this Agreement). Applicant shall have no obligation to construct any improvements to any City right of way ("ROW") within the Annexation Area unless and until any improvement or development occurs within the Annexation Area. Any construction will be subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Only that certain portion of Applicant's property fronting the 1100 South roadway will be required to be dedicated as a ROW, pursuant to the 1100 South roadway requirements, which shall include shared use path as depicted on Attachment 4 to this Agreement.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards at the time of development. A Water Delay Agreement will be entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the

City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time 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 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 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to Tyler Horan, 520 S 850 E, Suite A4, Lehi, UT 84043

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Attachment 1



Notice of Intent to File an Annexation Petition

Pursuant to Utah Code Ann. §10-2-403(2), notice is hereby given that the person or persons identified below intend to file an annexation petition with American Fork City. The area proposed for annexation is commonly described as the Thompson Annexation and consists of 435 acres at approximately 9 W 1100 S AF. Further, an accurate map of the area that is proposed to be annexed is attached to this notice.

Person or persons intending to file annexation petition:

Deer Park - Thompson
TH

Contact Petitioner:

Name: Tyler Moran
Address: 520 S. 850 E. Suite A1 Lehi, UT 84043
Phone Number: 801-330-2140
Email: tyler@whitehorsedevelopers.com

Mayor: _____

Address: _____

Phone Number: _____

Email: _____

Mayor: _____

Address: _____

Phone Number: _____

Email: _____

- This notice of intent must also be sent to affected entities.
- The petitioner(s) must submit a written request to the county to mail the required notice and pay the county the estimated cost of mailing the required notice. Please see attached letter from Utah County.

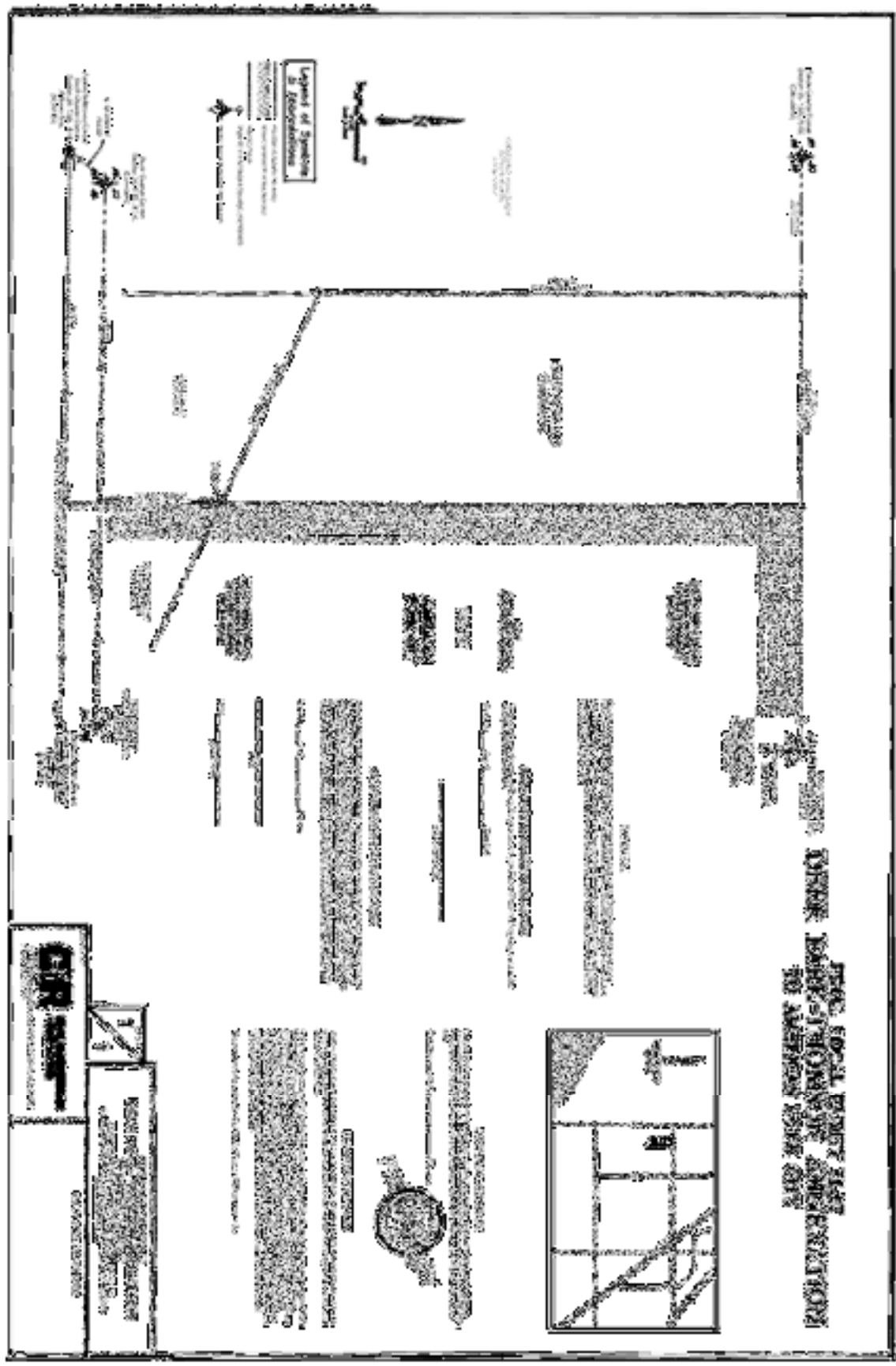
Attachment 2

BOUNDARY DESCRIPTION

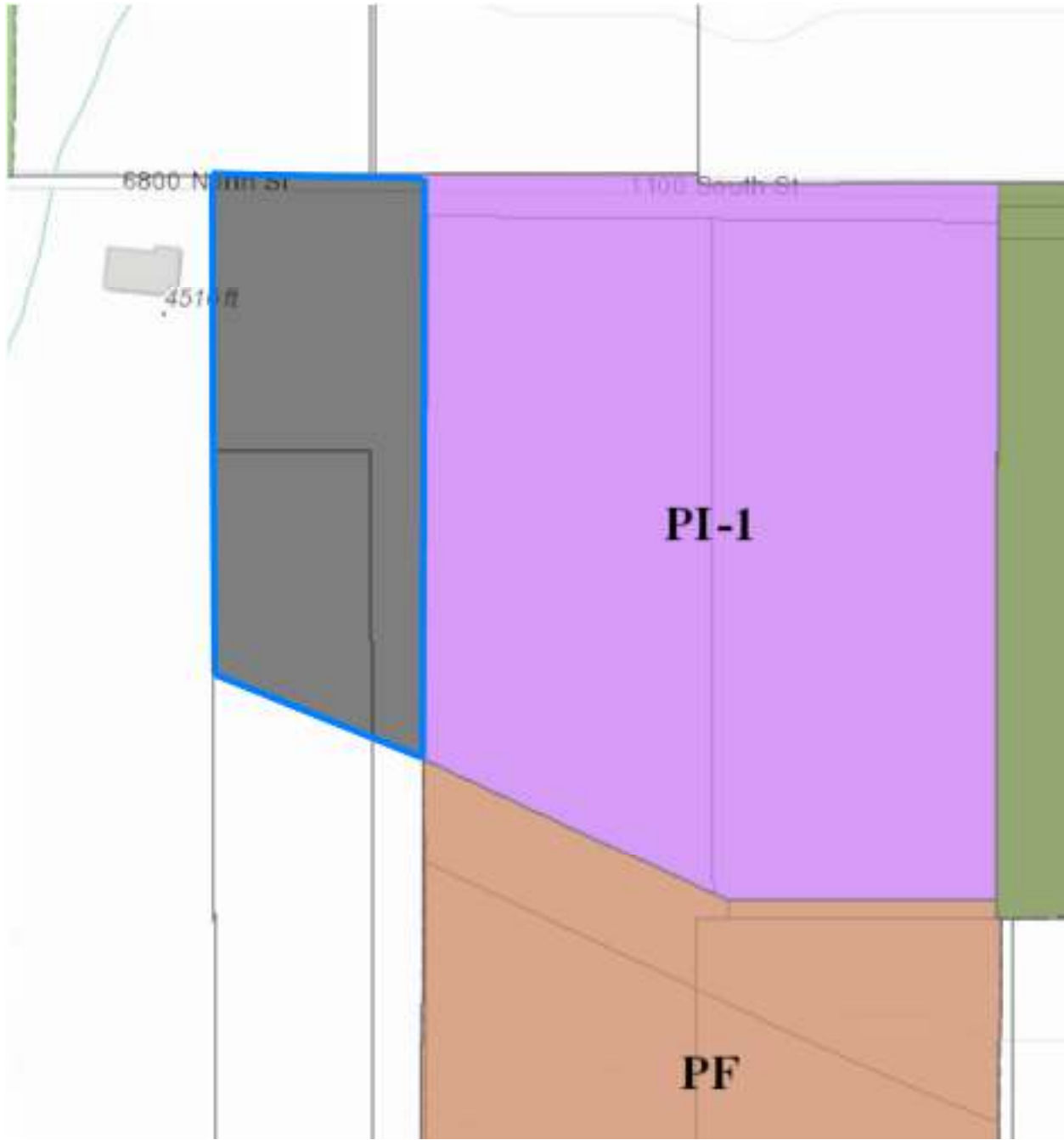
That as to the tract of land described in that 3d of Maine Deed recorded February 9, 1883 as being No. 88741 3333 in the Office of the State County Recorder said entire tract is located in the Southeast Quarter of Section 26, Township 3 South, Range 1 East, 3d of Maine Deed and the lines described are follows:

Beginning at a point in a corner of said 3d of Maine Deed located in that Pulley II Amended Plat "A" recorded January 5, 1919 as being No. 107233316, having 3333 1/2 ft. less in the Office of said State County Recorder, which is 3333 1/2 ft. E. along a line 107233316 and 1878.35 feet North 74.44° West to a point in the South Quarter Corner of said Section 26, said point also being 348.00 feet S. 88°43'33" E. along the Section line and 1878.49 feet North from said South Quarter Corner of Section 26, thence N. 64°51'33" W. 971.49 feet to the western boundary line of said entire tract thence N. 69°22'00" E. (Dip = 107233316) 327.27 feet along said western boundary line to the Quarter-Section line thence S. 88°56'25" E. (Dip = 3333 1/2 feet) 325.00 feet along said Quarter Section line to the northwesterly corner of said Pulley II Amended Plat "A" thence S. 68°28'09" W. 325.19 feet along the western line of said Pulley II Amended Plat "A" to the Point of Beginning.

The above-described parcel of land contains 155,770 sq ft in area or 4.983 acres, more or less.

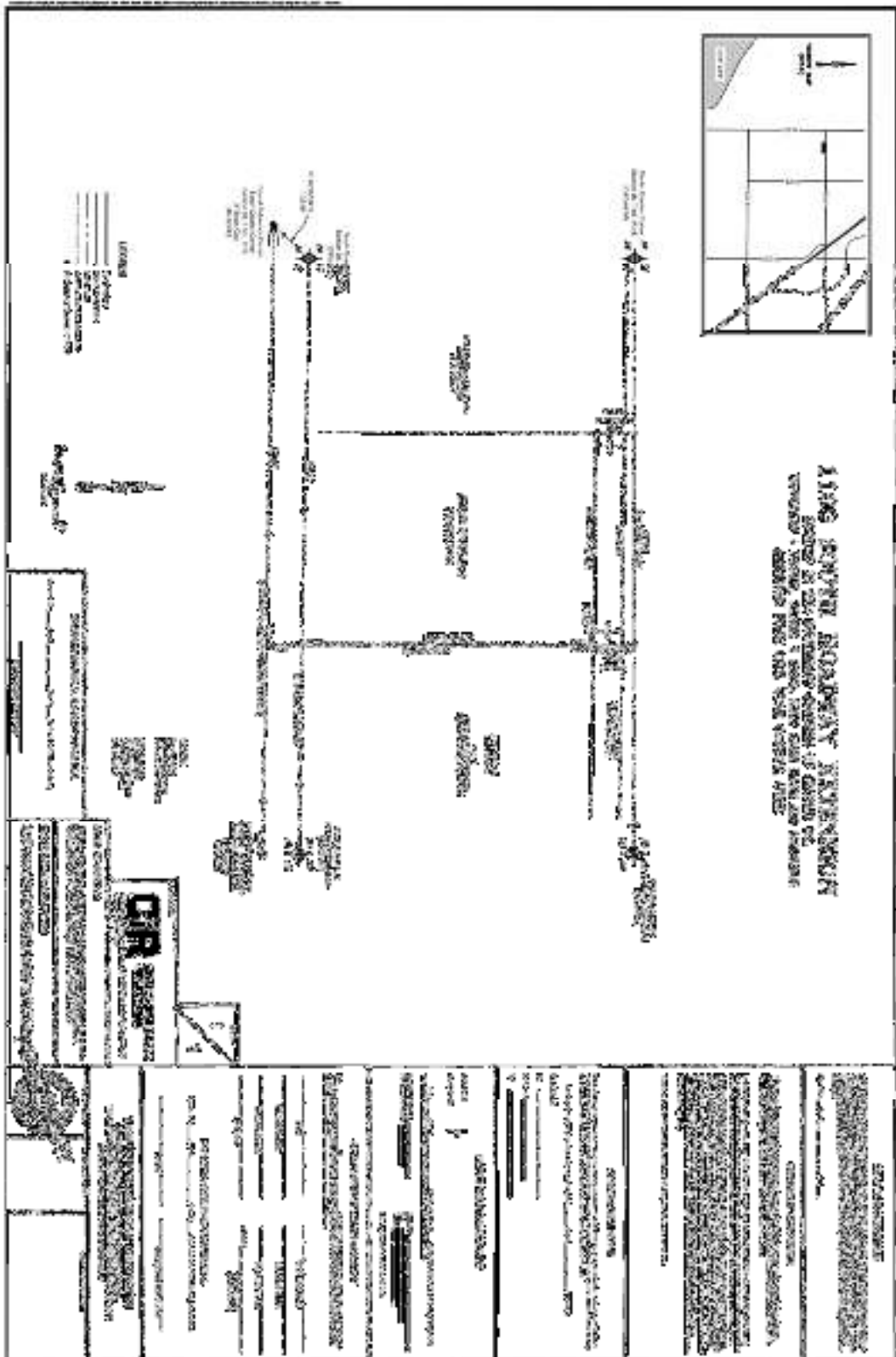


Attachment 3



Note: Area shown in grey is the proposed area of properties considered for annexation. These properties are to be designated as Design Industrial on the Land Use Map, and as PI-1 on the Zoning Map.

Attachment 4



Attachment 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the ____ day of _____, 20__ (“**Effective Date**”), by and between _____ (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

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

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

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

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

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20__. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

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

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

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

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

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

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

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

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

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

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

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

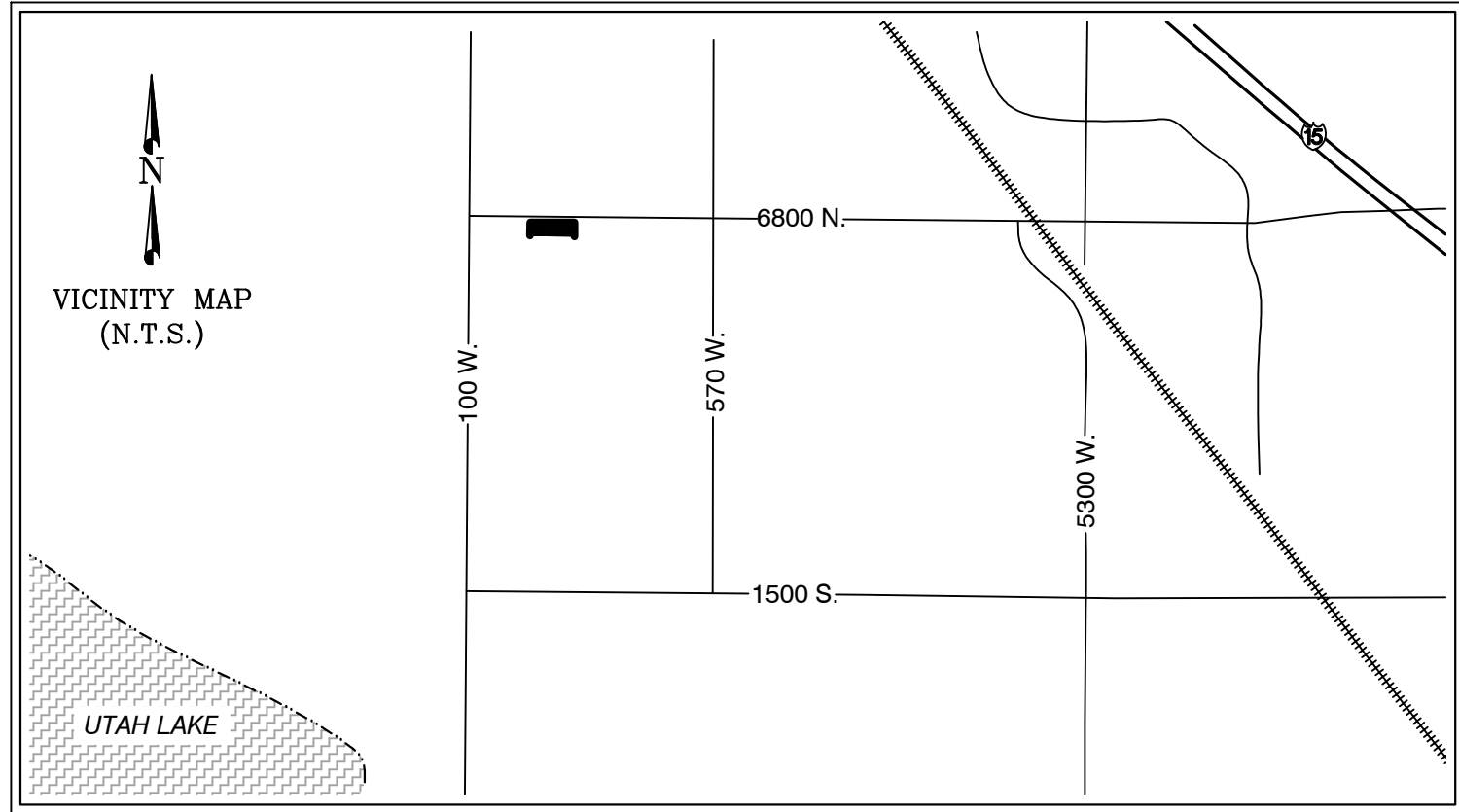
13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

NOTARY PUBLIC

EXHIBIT A

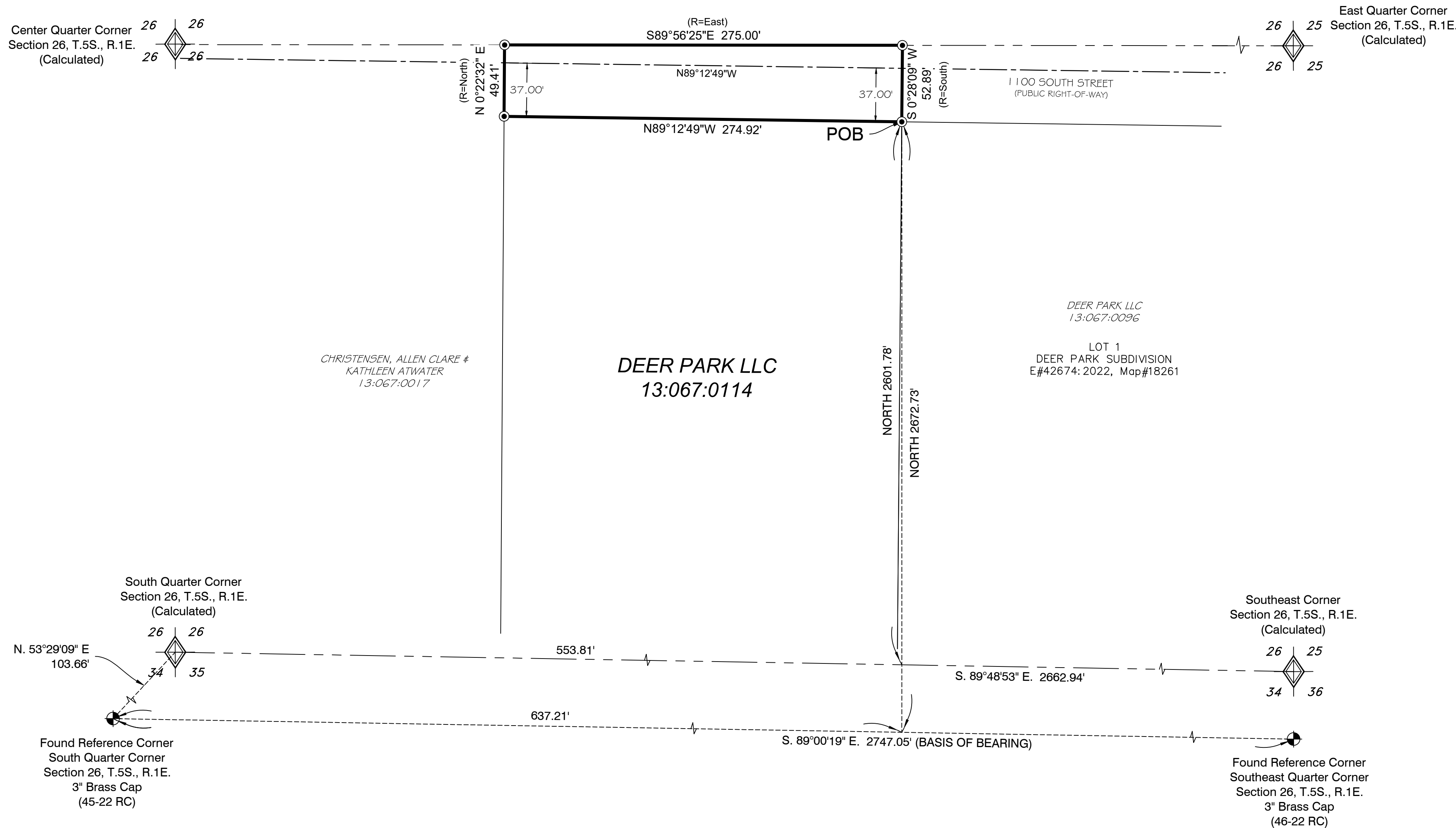
Description of Water Rights and/or Water Shares Committed to the City

Deer Park LLC currently has 1.90 acre-feet of water banked with American Fork City.
Submitted pdf of 1100 South Roadway Extension will be included here



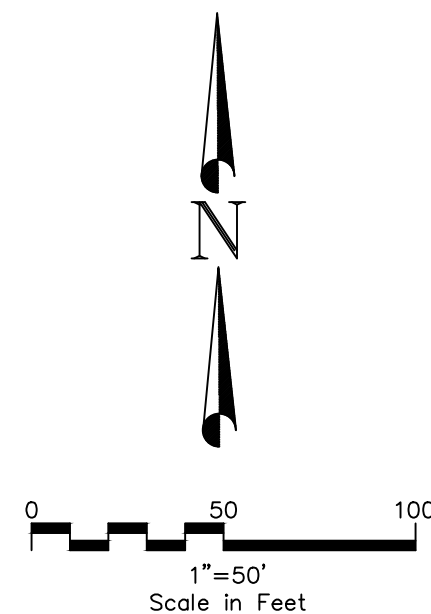
1100 SOUTH ROADWAY EXTENSION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



LEGEND

- Boundary Line
- Adjacent Parcel Line
- Section Line
- Existing Asphalt Road Centerline
- Set Rebar and Cap stamped "CIR"



OWNER:

Deer Park, LLC
6755 North 5750 West
American Fork, UT 84003

DEVELOPER:

White Horse Developers
5020 S 850 E Ste A4
Lehi, UT 84043

PREPARED BY:

CIR CIVIL ENGINEERING
+SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

BASIS OF BEARING:

The Basis of Bearings was established as S. 89°00'19\"/>

FLOOD ZONE DESIGNATION

The subject property falls within Flood Zone X (Other Flood Areas) as delineated by F.E.M.A. Flood Insurance Rate Map, Community Panel No. 49049C0306F, which bears and Effective Date of June 19, 2020.

SURVEYOR CERTIFICATE

I, GARY CHRISTENSEN, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5152617 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have made a survey of the property described on this plat in accordance with 17-23-17 and have verified all measurements, and have subdivided said property into lots and streets, together with easements, hereafter to be known as **1100 SOUTH ROADWAY EXTENSION** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Signed this ____ day of _____, 20____

BOUNDARY DESCRIPTION

A Road Dedication being a part of an entire tract described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder. Said Road Dedication is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at the northwesterly corner of Lot 1, Deer Park Subdivision recorded April 5, 2022 as Entry No. 42674:2022, having Map No. 18261 in the Office of said Recorder, which is 637.21 feet S. 89°00'19\"/>

The above-described Road Dedication contains 14,063 sq ft or 0.322 acre, more or less.

OWNERS DEDICATION

Know all men by these present that we, the undersigned are owners of all of the property described in the Surveyor's Certificate herein and shown on this map, have caused the same to be subdivided into lots, blocks, streets, and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness whereof, We have hereunto set our hands this ____ day of _____, A.D. 2023.

Deer Park, LLC

By: _____

Print Name: _____

By: _____

NOTARY ACKNOWLEDGMENT

State of Utah)
)ss
County of Utah)

On the ____ day of _____ in the year A.D. 20____, personally appeared before me, the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.

Commission Number _____
My Commission Expires _____

Signature: _____
Print: _____
Name: _____

A Notary Public Commissioned in Utah

ACCEPTANCE BY LEGISLATIVE BODY

The ____ of _____ County of Utah, approves this subdivision and hereby accepts the dedication of all the streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this ____ day of _____, A.D. 20____

_____ Mayor	_____ City Council Member
_____ City Council Member	_____ City Council Member
_____ City Council Member	_____ City Council Member
_____ City Engineer	ATTEST: _____ Clerk - Recorder (See Seal below)

PLANNING COMMISSION APPROVAL

Approved this ____ day of _____, A.D. 20____ by the American Fork Planning Commission

Planner

Planning Commission Chairman

1100 SOUTH ROADWAY EXTENSION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL

NOTARY PUBLIC SEAL

COUNTY RECORDER SEAL



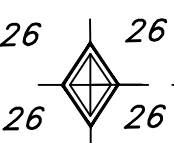
WATER & SEWER AUTHORITY APPROVAL

Approved this ____ day of _____, A.D. 20____ by the Water & Sewer Authority

Public Works Department Director

FINAL LOCAL ENTITY PLAT
DEER PARK-THOMSON ANNEXATION
TO AMERICAN FORK CITY

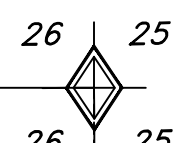
Center Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)



277.20' (Record)
282.7' (Measured)

(R=East)
S89°56'25"E 275.00'

East Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)



N. 0°05'31" W
38.94' (Record)

Found Witness Corner
East Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap

PULLEY II ANNEXATION PLAT
"A" ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

DEER PARK LLC
13:067:0114

CHRISTENSEN, ALLEN CLARE &
KATHLEEN ATWATER
13:067:0017

LOT 1
DEER PARK SUBDIVISION
E#42674:2022, Map#18261

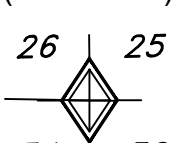
DEER PARK LLC
13:067:0096

AMERICAN
FORK CITY

PULLEY II ANNEXATION PLAT
"A" ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

UTAH DEPARTMENT OF
TRANSPORTATION
13:067:0074

Southeast Corner
Section 26, T.5S., R.1E.
(Calculated)



Found Reference Corner
Southeast Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap
(46-22 RC)

S. 89°00'19" E. 2747.05' (BASIS OF BEARING)

S. 89°48'53" E. 2662.94'

548.06'

631.46'

(R=North)
N0°22'32"E 627.37'

S0°28'09"W 755.19'

(R=South)

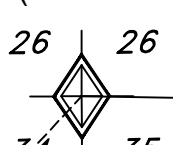
CURRENT AMERICAN FORK CITY BOUNDARY

N64°51'27"W 301.49'

POB

DEER PARK LLC
13:067:0115

South Quarter Corner
Section 26, T.5S., R.1E.
(Calculated)



N. 53°29'09" E
103.66'

Found Reference Corner
South Quarter Corner
Section 26, T.5S., R.1E.
3" Brass Cap
(45-22 RC)

NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing parcel 13:067:0114 into the corporate limits of American Fork City the area described and graphically depicted hereon. The information shown hereon was compiled from documents of record found in the Office of the Utah County Recorder and does not purport to be based upon an actual survey of the area to be annexed. Said annexed area is all of an entire tract of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder.

ACCEPTANCE BY UTAH COUNTY SURVEYOR

This plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity plat, pursuant to Utah County Ann, 17-23-20 as amended.

Dated this _____ day of _____, A.D. 2023.

Utah County Surveyor

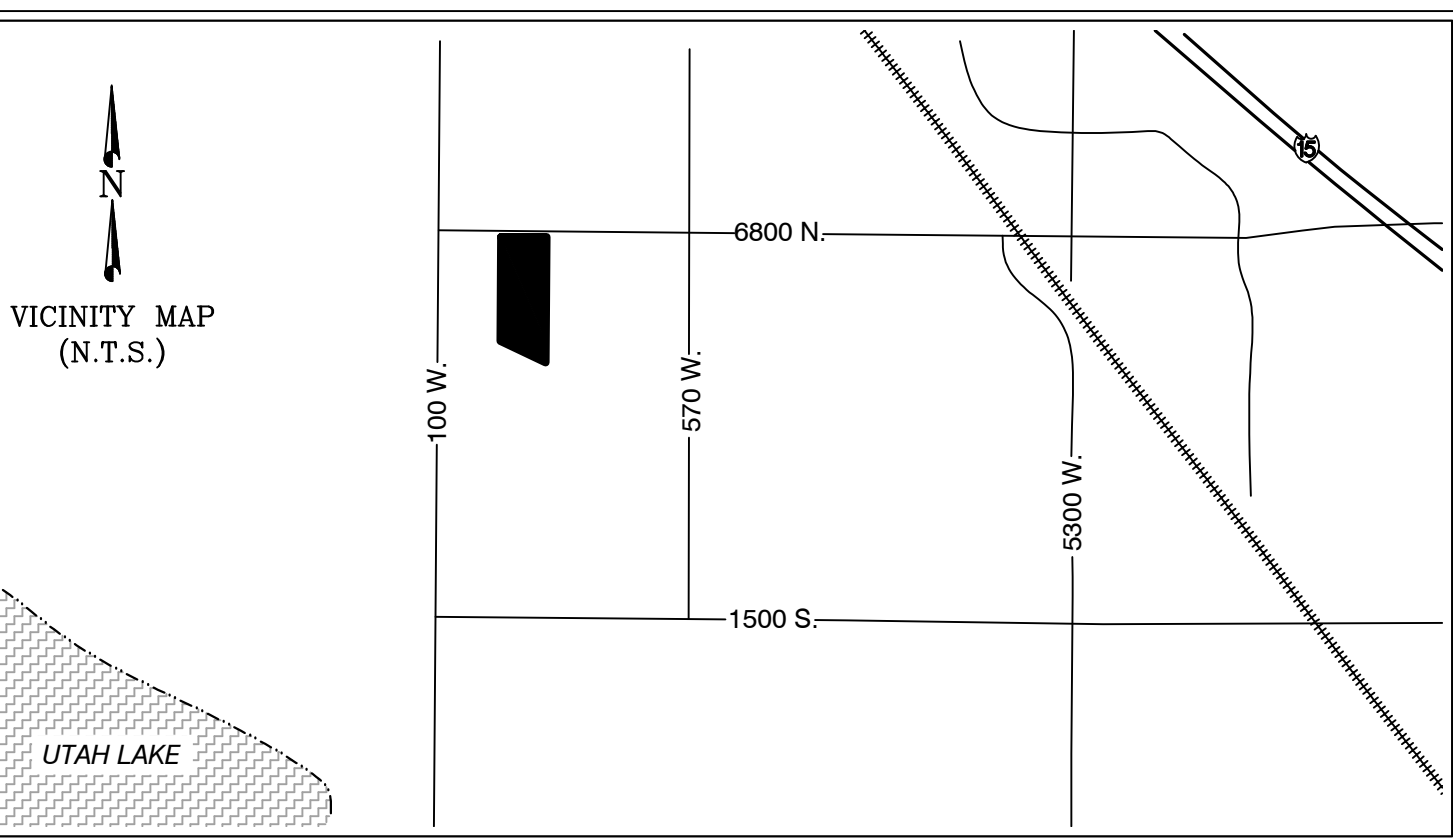
ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **DEER PARK - THOMSON ANNEXATION**.

Dated this _____ day of _____, A.D. 2023.

Mayor

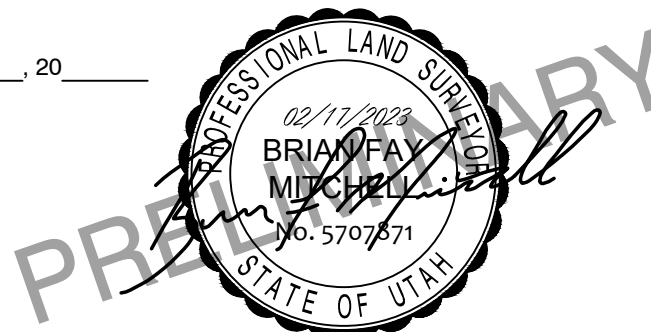
Attest: _____
(Clerk-Recorder)



SURVEYOR'S CERTIFICATE

I, Brian F. Mitchell, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon is a true and correct representation of said Final Local Entity Plat.

Signed this _____ day of _____, 20____



BOUNDARY DESCRIPTION

All of an entire tract of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder. Said entire tract is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on a current American Fork City boundary described in that Pulley II Annexation Plat "A" recorded January 6, 2016 as Entry No. 1072:2016, having Map No. 14903 in the Office of said Utah County Recorder, which is 631.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence N. 64°51'27" W. 301.49 feet to the westerly boundary line of said entire tract; thence N. 00°22'32" E. (Deed - North) 627.37 feet along said westerly boundary line to the Quarter Section line; thence S. 89°56'25" E. (Deed - East) 275.00 feet along said Quarter Section line to the northwesterly corner of said Pulley II Annexation Plat "A"; thence S. 00°28'09" W. 755.19 feet along the westerly line of said Pulley II Annexation Plat "A" to the **Point of Beginning**.

The above-described parcel of land contains 189,710 sq ft in area or 4.355 acres, more or less.

Legend of Symbols
& Abbreviations

- Proposed Annexation Boundary
- Current American Fork City Boundary
- Adjacent Parcel
- Angle Point in Annexation Boundary (Not Marked)
- Section Corner Monument (Not Located)

SHEET

1
1

FINAL LOCAL ENTITY PLAT
DEER PARK - THOMSON ANNEXATION
TO AMERICAN FORK CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

PREPARED BY:

CIR CIVIL ENGINEERING
+SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

UTAH COUNTY RECORDER



Agenda Topic

Review and recommendation on a proposed Annexation Agreement, known as Deer Park South, located in the area of 9 West 1100 South, American Fork City, UT 84003. On approximately 6.86 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.

BACKGROUND INFORMATION		
Location:		9 West 1100 South
Project Type:		Annexation Agreement
Applicants:		Deer Park LLC, White Horse Developers
Existing Land Use:		Design Industrial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Design Industrial
	South	Design Industrial
	East	Design Industrial
	West	Residential Low Density
Existing Zoning:		N/A
Proposed Zoning:		PI-1
Surrounding Zoning:	North	Unincorporated Territory
	South	PI-1
	East	PF, PI-1
	West	Unincorporated Territory

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1 zoning designation assigned to the land, which would be for Planned Industrial Projects. This piece of land will be East of 100 West (Boat Harbor Road) and south of 1100 South.



Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
 - 1. Potential demand for City facilities and services;
 - 2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
 - 3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
 - 4. Zoning required or recommended;
 - 5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
 - 6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a new application and satisfy each of the requirements of this Chapter including the payment of all review fees.
- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.



- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.
- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

Staff Findings

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

1. Potential demand for City facilities and services:

- a. Total Area – 6.86 acres
- b. Master Planned Culinary ERC – 7.76
- c. Master Planned Pressurized Irrigation acres – 2.94 acres
- d. Master Planned Sewer ERU – 7.76

2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation:

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a Design Industrial designation. The Land Use designation informs the zoning that will be allocated to the property.

3. The identification of the distance from existing city utility lines to the boundary of the annexing property:

- a. Culinary water abuts parcel.



- b. Pressurized irrigation abuts the parcel. Pending pressurization of utility.
- c. Sewer abuts the parcel.

4. Zoning required or recommended:

- a. Staff recommends zoning as Planned Industrial PI-1

5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:

- a. Schools:
 - i. American Fork High School: ~ 3.5 Miles
 - ii. American Fork Junior High: ~ 3.6 Miles
 - iii. Greenwood Elementary: ~ 1.7 Miles
- b. Parks:
 - i. Boat Harbor: ~ 1.0 Miles
 - ii. Mountain Meadows: ~ 1.4 Miles
 - iii. Greenwood: ~ 1.8 Miles
 - iv. Rotary: ~ 1.4 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.49 Miles
 - ii. Western SC-1 Zone: ~ 1.49 Miles

6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:

- a. Extension of city utilities will be driven by demand caused by growth/development. Minimum utility requirements will be paid by development with master planned upsizing paid through applicable impact fee funds.

Project Conditions of Approval

- 1. Annexation Agreement of Deer Park Thomson approval, subject to the condition of all relevant and required exhibits and attachments to be provided to City staff prior to moving forward to City Council.

2. Written confirmation that roadway dedication alignment has been coordinated with the property to the South East.
3. All design review committee (DRC) comments have been addressed.

Findings of Fact

1. The Annexation Agreement meets the requirements of Section 17.20 of American Fork City's Municipal Code

Project Map





Standards Conditions of Approval

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, streetlight, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).



Staff Recommendation

The Annexation Agreement meets the requirements of Section 17.20 Annexation Policies and Procedures. Staff recommends APPROVING the application.

Potential Motions

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003, subject to any conditions found in the staff report and recommended by the Fire Marshall.

Denial

Madame Chair, I move to recommend denial for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Agreement, located at 9 West 1100 South, American Fork City, UT 84003, and instruct staff/developer to.....

**ANNEXATION AGREEMENT
(Deer Park South Annexation Area)**

This Annexation Agreement ("Agreement"), made and entered into this ____ day of _____, 2023, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Deer Park LLC, a Utah limited partnership (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting the entirety of the Deer Park South Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2023-06-31R, accepting the Petition for Annexation;

WHEREAS, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held;

WHEREAS, the City Council has determined that annexation of the Annexation Area is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, based on the above recitals and in consideration of the annexation of the Annexation Area to the City, the parties covenant and agree as follows:

SECTION 1 - Applicability of Agreement and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if and only if (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny 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 annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103, 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area as Design Industrial. Therefore, the zone classification attached to the Annexation Area shall be Planned Industrial (PI-1). A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of a local road ("Local Road") which will be directly north of the larger power line corridor and south of the anticipated location of the future Pony Express corridor. As a condition of annexation, Applicant hereby agrees to dedicate and convey to the City the right-of-way necessary for the construction of the Local Road in accordance with American Fork City Code in the location shown on the street dedication map prepared by the Applicant and approved the City (Attachment 4 to this Agreement). Applicant shall have no obligation to construct any right-of-way improvements for the Local Road unless and until any improvement or development occurs within the Annexation Area. Any development of the Local Road will be subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Applicant shall be responsible for the cost of all minimum level of improvements at the time of improvement or development.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards at the time of development. A Water Delay Agreement will be entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time 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 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 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to Tyler Horan, 520 S 850 E, Suite A4, Lehi, UT 84043

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

City Recorder

Attachment 1

Attachment 2
See Annexation Plat

A parcel of land being all of that entire tract described in Quit Claim Deed as Entry No. 212962:2021, recorded on December 27, 2021, less that entire tract described in Quit Claim Deed No. 6074:2023, recorded February 01, 2023 in the Office of the Utah County Recorder.

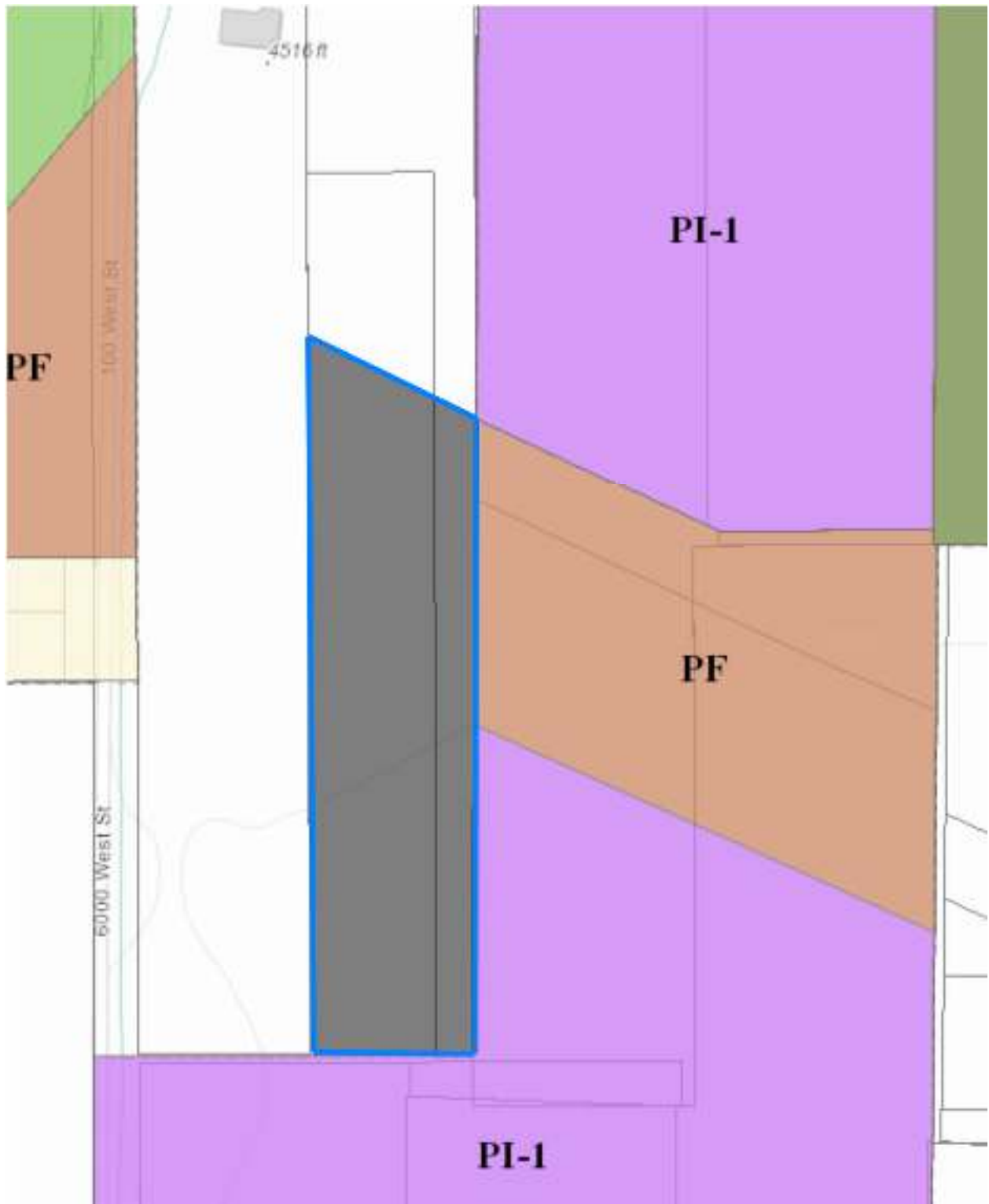
BOUNDARY DESCRIPTION

~~A parcel of land being part of an entire tract described in that Quit Claim Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder. Said parcel is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:~~

~~Beginning at a point on a current American Fork City boundary described in that Pulley II Annexation Plat "W" recorded January 6, 2016 as Entry No. 10952016:2016 and being (Note No. 44502 in the Office of the Utah County Recorder, which is 674.59' long, 89°43'12" E. along a monument line and 1878.88 feet North here is Reference Monument to the South Quarter Corner of said Section 26; said point also being 546.08 feet S. 69°48'59" E. along the Section line and 1890.48 feet North from said South Quarter Corner of Section 26; thence along said Pulley II Annexation Plat "A" the following two (2) courses: 1) S. 80°58'50" W. (Dist. = South 1085.97 feet to S. 80°40'21" W. (Dist. = West 2724.09 feet to the southwest corner of said entire tract; thence N. 01°33'28" E. 1174.81 feet along the westerly line into of said entire tract to a southwesterly corner of a parcel of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of the Utah County Recorder; S. 84°04'27" E. 303.48 feet to the point of beginning.~~

~~The above-described parcel of land contains 297,381 sq. feet more or less acres, more or less.~~

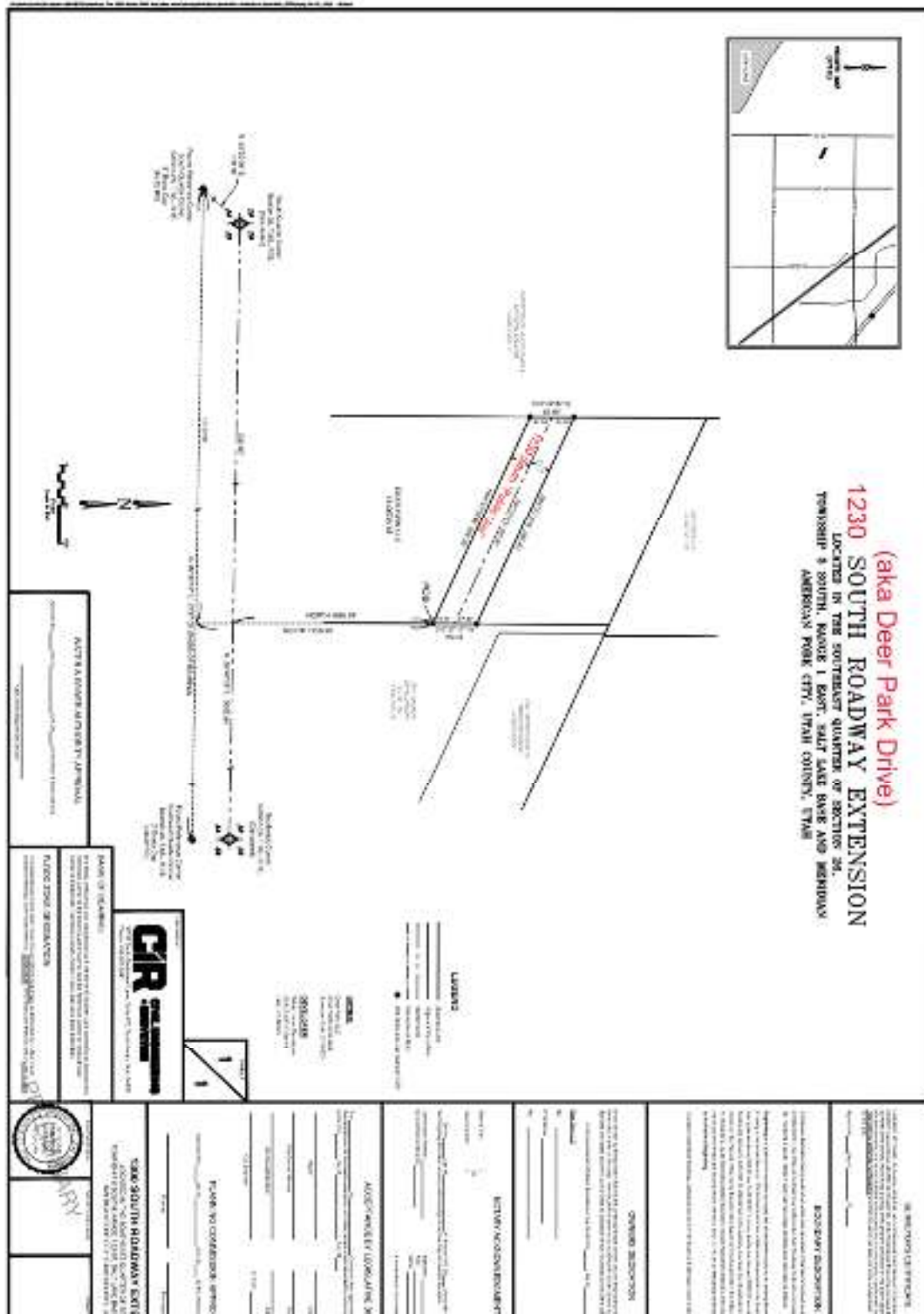
Attachment 3



Note: Area shown in grey is the proposed area of property considered for annexation. This property is to be designated as Design Industrial on the Land Use Map, and as PI-1 on the

Zoning Map.

Attachment 4
See Rodway Dedication Plat



Attachment 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the ____ day of _____, 20__ (“**Effective Date**”), by and between _____ (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

RECITALS

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

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

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

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

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on _____, 20__. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
)ss
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

NOTARY PUBLIC

[OWNER]

STATE OF UTAH)
)
)ss
COUNTY OF _____)

On the ____ day of _____, 20____, _____ personally appeared before me and

duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

NOTARY PUBLIC

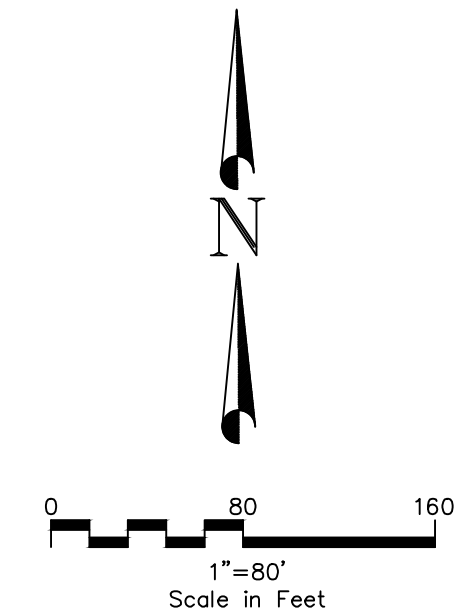
EXHIBIT A

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

Deer Park LLC currently has 1.90 acre-feet of water banked with American Fork City.

FINAL LOCAL ENTITY PLAT
DEER PARK-SOUTH ANNEXATION
TO AMERICAN FORK CITY

THE BOUNDARIES OF THIS PLAT WERE NOT CHECKED MATHEMATICALLY FOR GAPS OR OVERLAPS AGAINST ADJOINING PARCELS OR EXISTING ANNEXATIONS. THE SURVEYOR SIGNING THIS PLAT IS RESPONSIBLE FOR COMPARING THE BOUNDARIES WITH SURROUNDING PARCELS AND ANNEXATIONS TO SEE IF ANY OF THEM CONFLICT.



Legend of Symbols
& Abbreviations

- Proposed Annexation Boundary
- Current American Fork City Boundary
- Adjacent Parcel
- Angle Point in Annexation Boundary (Not Marked)
- Section Corner Monument (Not Located)

UNINCORPORATED
UTAH COUNTY

CHRISTENSEN, ALLEN CLARE
KATHLEEN ATWATER
13:067:0017

(R=North)
N0°22'32"E 1154.51'

DEER PARK LLC
13:067:0115

(R=South)
S0°28'09"W 1026.37'

CURRENT AMERICAN FORK CITY BOUNDARY
NORTH 1970.35'

SKY HARBOR DEVELOPMENT
LC (ET AL)
13:067:0075

PULLEY II ANNEXATION PLAT "A"
ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

AMERICAN
FORK CITY

AMERICAN
FORK CITY

NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing Parcel No. 13:067:0115 into the corporate limits of American Fork City ~~the area described and graphically depicted hereon~~. The information shown hereon was compiled from documents of record found in the Office of the Utah County Recorder and does not purport to be based upon an actual survey of the area to be annexed. Said annexed area is part of an entire tract of land described in that Quit Claim Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder.

Said annexation area contains all of that entire tract described in Quit Claim Deed as Entry No. 212962:2021, recorded on December 27, 2021, less that entire tract described in Quit Claim Deed No. 6074:2023, recorded February 01, 2023 in the Office of the Utah County Recorder.

ACCEPTANCE BY UTAH COUNTY SURVEYOR

This plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity plat, pursuant to Utah County Ann, 17-23-20 as amended.

Dated this _____ day of _____ A.D. 2023.

Utah County Surveyor

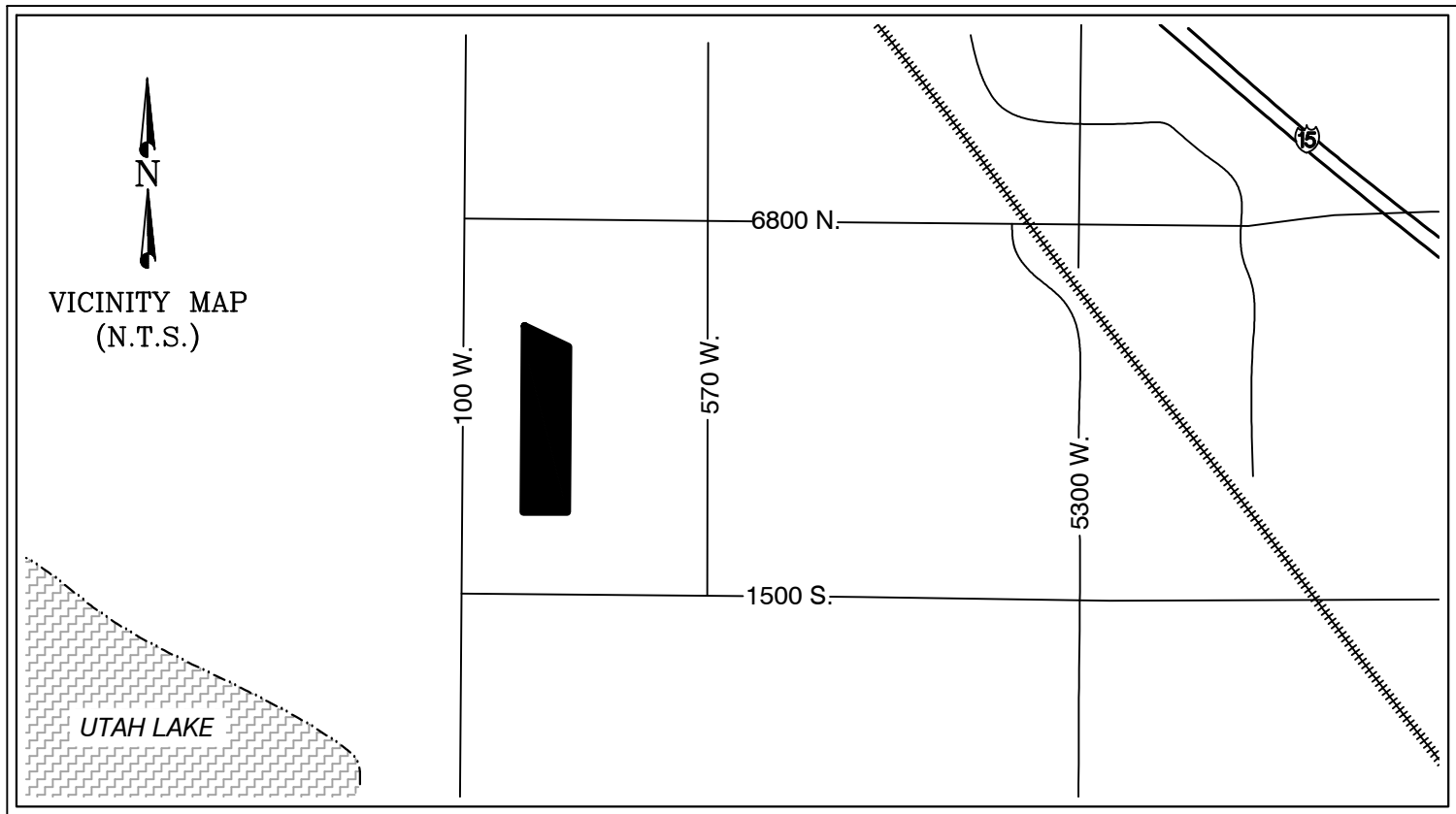
ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **DEER PARK - SOUTH ANNEXATION**.

Dated this _____ day of _____ A.D. 2023.

Mayor

Attest:
(Clerk-Recorder)



SURVEYOR'S CERTIFICATE

I, Brian F. Mitchell, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon is a true and correct representation of said Final Local Entity Plat.

Signed this 18th day of April, 2023



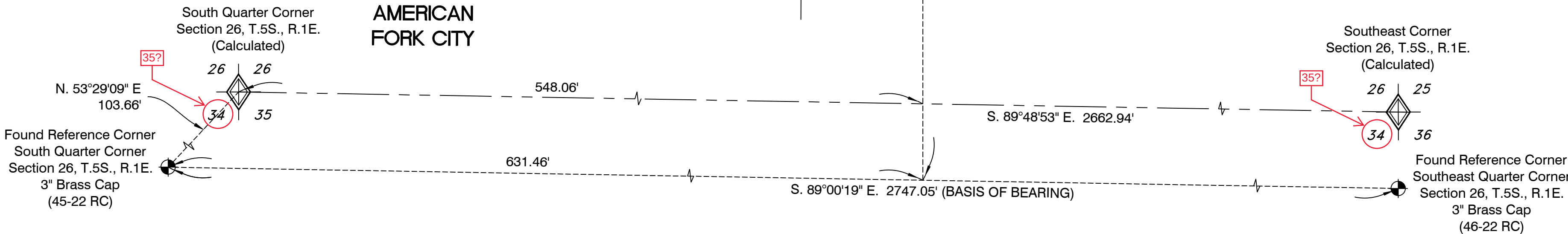
A parcel of land being all of that entire tract described in Quit Claim Deed as Entry No. 212962:2021, recorded on December 27, 2021, less that entire tract described in Quit Claim Deed No. 6074:2023, recorded February 01, 2023 in the Office of the Utah County Recorder.

BOUNDARY DESCRIPTION

~~A parcel of land being part of an entire tract described in that Quit Claim Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder~~; Said parcel is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on a current American Fork City boundary described in that Pulley II Annexation Plat "A" recorded January 6, 2016 as Entry No. 1072:2016, having Map No. 14903 in the Office of said Utah County Recorder, which is 831.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence along said Pulley II Annexation Plat "A" the following two (2) courses: 1) S. 00°28'09" W. (Deed = South) 1026.37 feet; 2) S. 89°59'21" W. (Deed = West) 272.09 feet to the southwesterly corner of said entire tract; thence N. 00°22'32" E. 1154.51 feet along the westerly boundary line of said entire tract to a southwesterly corner of a parcel of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of said Recorder; thence S. 64°51'27" E. 301.49 feet to the **Point of Beginning**.

The above-described parcel of land contains 297,661 sq ft in area or 6.833 acres, more or less.



SHEET
1
1

FINAL LOCAL ENTITY PLAT
DEER PARK - SOUTH ANNEXATION
TO AMERICAN FORK CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

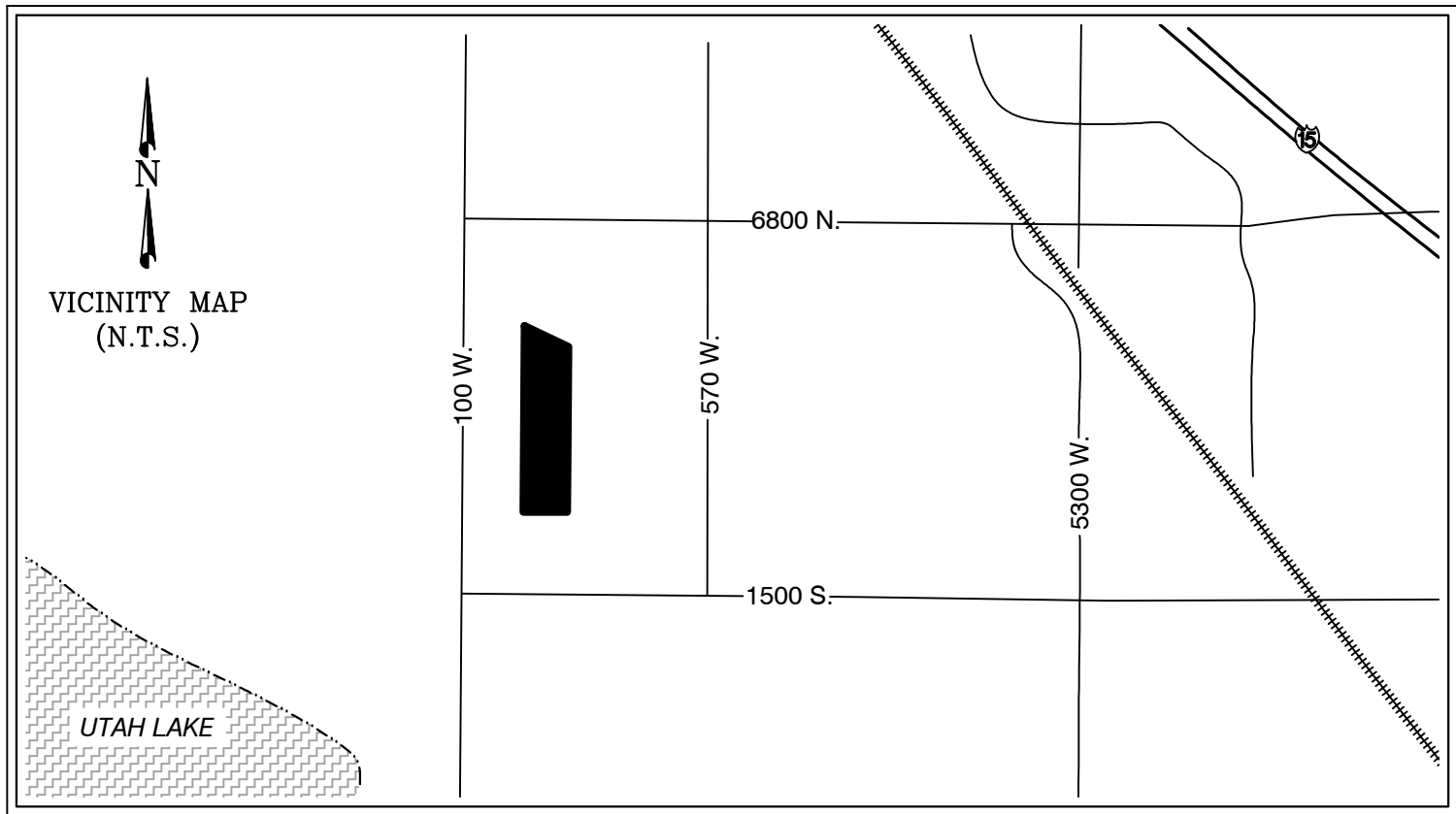
PREPARED BY:

CIR CIVIL ENGINEERING
+ SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

UTAH COUNTY RECORDER

FINAL LOCAL ENTITY PLAT
DEER PARK-SOUTH ANNEXATION
TO AMERICAN FORK CITY



NARRATIVE

This plat and the description hereon have been prepared for the purpose of annexing Parcel No. 13:067:0115 into the corporate limits of American Fork City as depicted hereon. The information shown hereon was compiled from documents of record found in the Office of the Utah County Recorder and does not purport to be based upon an actual survey of the area to be annexed. Said annexation area contains all of that entire tract described in Quit Claim Deed as Entry No. 212962:2021, recorded on December 27, 2021, less that entire tract described in Quit Claim Deed No. 6074:2023, recorded February 01, 2023 in the Office of the Utah County Recorder.

ACCEPTANCE BY UTAH COUNTY SURVEYOR

This plat has been reviewed by the County Surveyor and is hereby certified as a Final Local Entity plat, pursuant to Utah County Ann, 17-23-20 as amended.

Dated this _____ day of _____ A.D. 2023.

Utah County Surveyor

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **DEER PARK - SOUTH ANNEXATION**.

Dated this _____ day of _____ A.D. 2023.

Mayor

Attest:
(Clerk-Recorder)

SURVEYOR'S CERTIFICATE

I, Brian F. Mitchell, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; do hereby certify that a Final Local Entity Plat, in accordance with Section 17-23-20 was made by me and shown hereon is a true and correct representation of said Final Local Entity Plat.

Signed this 18th day of April, 2023



A parcel of land being all of that entire tract described in Quit Claim Deed as Entry No. 212962:2021, recorded on December 27, 2021, less that entire tract described in Quit Claim Deed No. 6074:2023, recorded February 01, 2023 in the Office of the Utah County Recorder.

BOUNDARY DESCRIPTION

~~A parcel of land being part of an entire tract described in that Quit Claim Deed recorded December 27, 2021 as Entry No. 212962:2021 in the Office of the Utah County Recorder. Said parcel is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:~~

Beginning at a point on a current American Fork City boundary described in that Pulley II Annexation Plat "A" recorded January 6, 2016 as Entry No. 1072:2016, having Map No. 14903 in the Office of said Utah County Recorder, which is 831.46 feet S. 89°00'19" E. along a monument line and 1970.35 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 548.06 feet S. 89°48'53" E. along the Section line and 1899.49 feet North from said South Quarter Corner of Section 26; thence along said Pulley II Annexation Plat "A" the following two (2) courses: 1) S. 00°28'09" W. (Deed = South) 1026.37 feet; 2) S. 89°59'21" W. (Deed = West) 272.09 feet to the southwesterly corner of said entire tract; thence N. 00°22'32" E. 1154.51 feet along the westerly boundary line of said entire tract to a southwesterly corner of a parcel of land described in that Quit Claim Deed recorded February 1, 2023 as Entry No. 6074:2023 in the Office of said Recorder; thence S. 64°51'27" E. 301.49 feet to the **Point of Beginning**.

The above-described parcel of land contains 297,661 sq ft in area or 6.833 acres, more or less.

SHEET

1

1

FINAL LOCAL ENTITY PLAT
DEER PARK - SOUTH ANNEXATION
TO AMERICAN FORK CITY
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
UTAH COUNTY, UTAH

UTAH COUNTY RECORDER

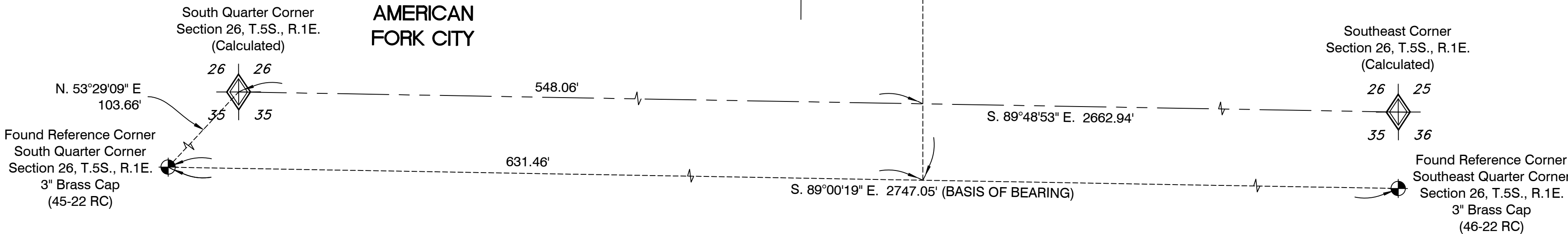
PREPARED BY:

CIR CIVIL ENGINEERING
+ SURVEYING

10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

Legend of Symbols
& Abbreviations

- Proposed Annexation Boundary
- Current American Fork City Boundary
- Adjacent Parcel
- Angle Point in Annexation Boundary (Not Marked)
- Section Corner Monument (Not Located)



UNINCORPORATED
UTAH COUNTY

CHRISTENSEN, ALLEN CLARE
& KATHLEEN ATWATER
13:067:0017

DEER PARK LLC
13:067:0115

SKY HARBOR DEVELOPMENT
LC (ET AL)
13:067:0075

PULLEY II ANNEXATION PLAT "A"
ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

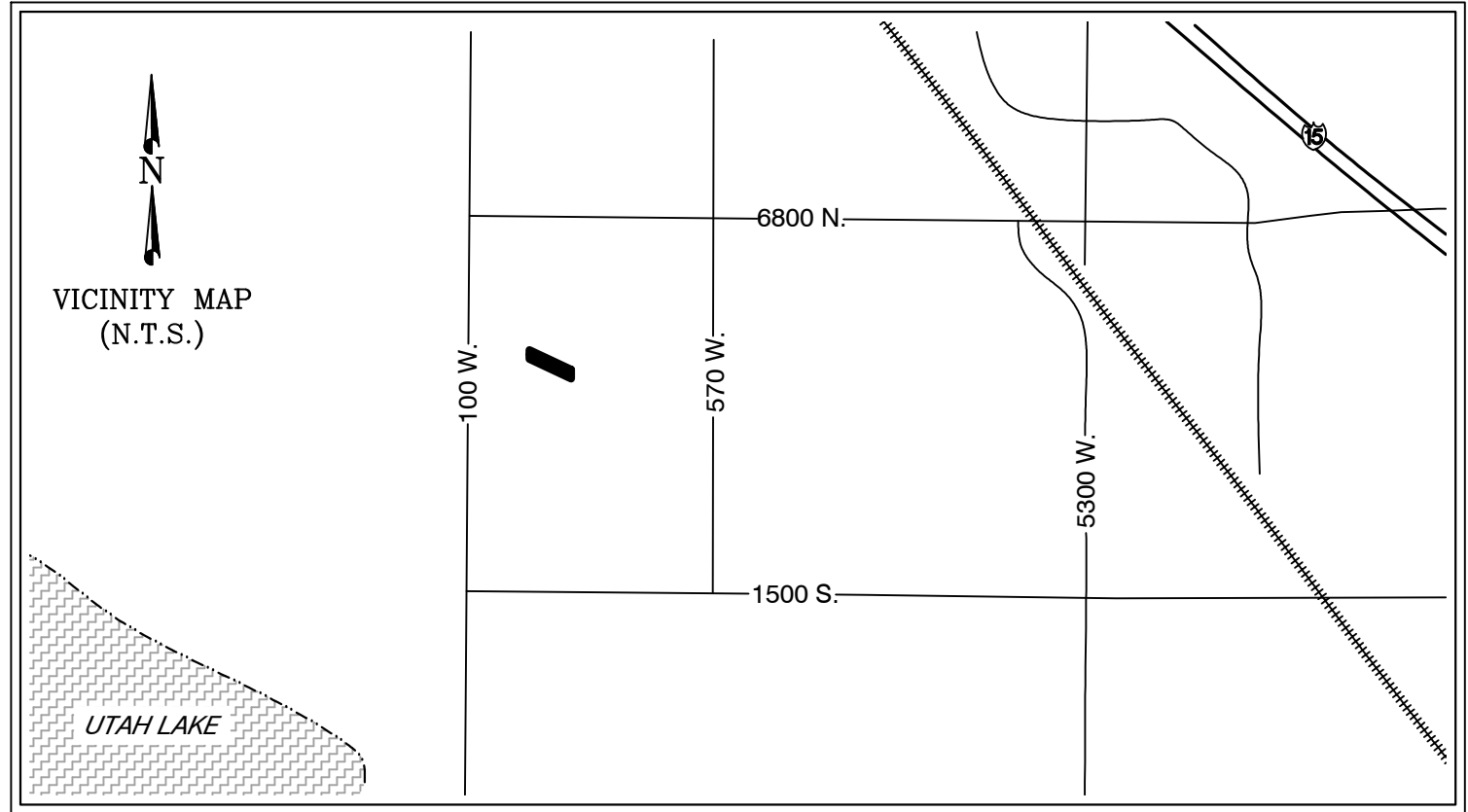
AMERICAN
FORK CITY

SKY HARBOR DEVELOPMENT LC (ET AL)
13:067:0075

MIDDLETON LAND LLC.
13:067:0108

PULLEY II ANNEXATION PLAT "A"
ANNEXATION BOUNDARY
E#1072:2016, Map#14903
JANUARY 6, 2016

BISHOP HOLDING LLC
13:067:0111

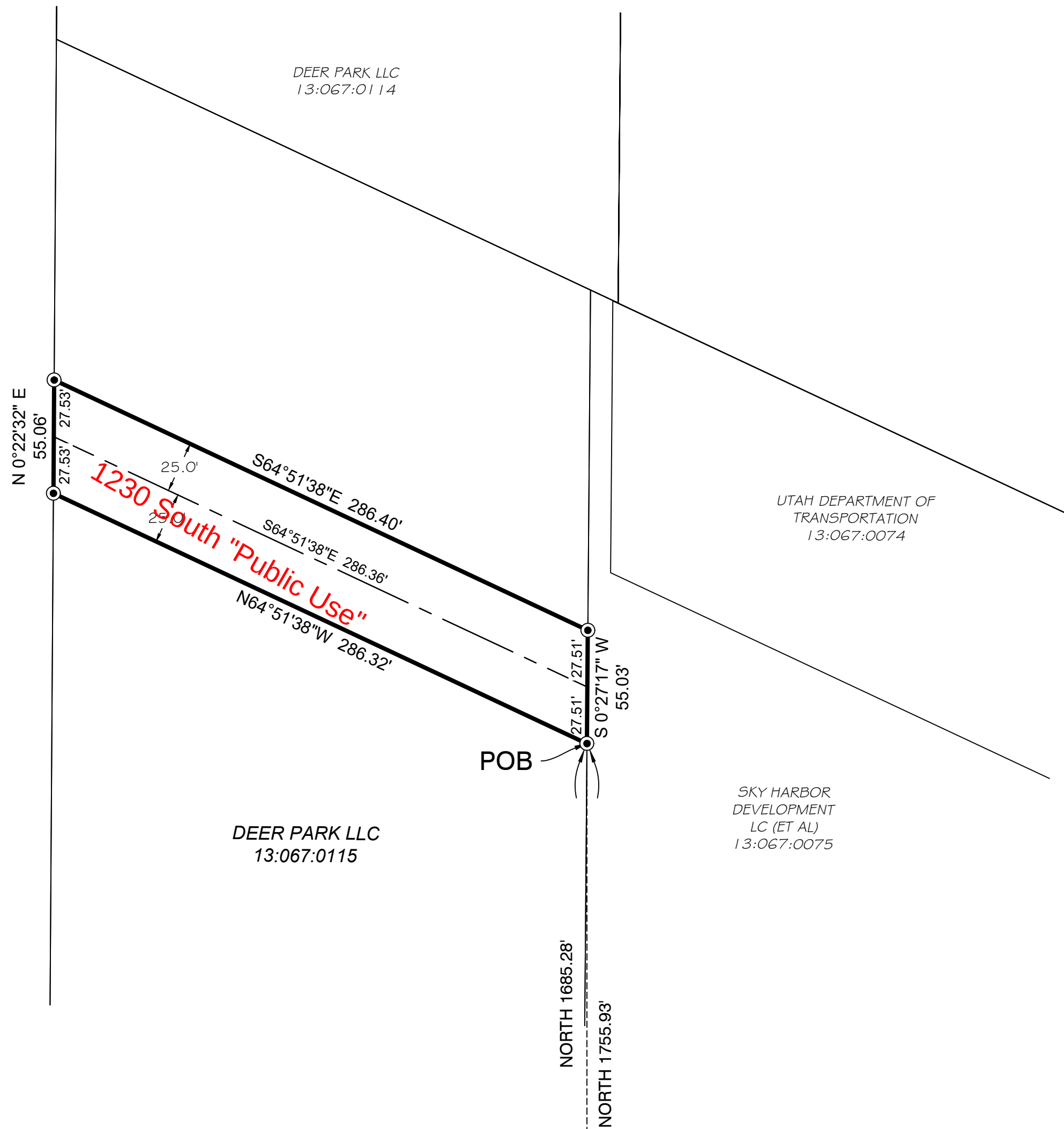


(aka Deer Park Drive)

1230 SOUTH ROADWAY EXTENSION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH

CHRISTENSEN, ALLEN CLARE &
KATHLEEN ATWATER
13:067:0017



LEGEND

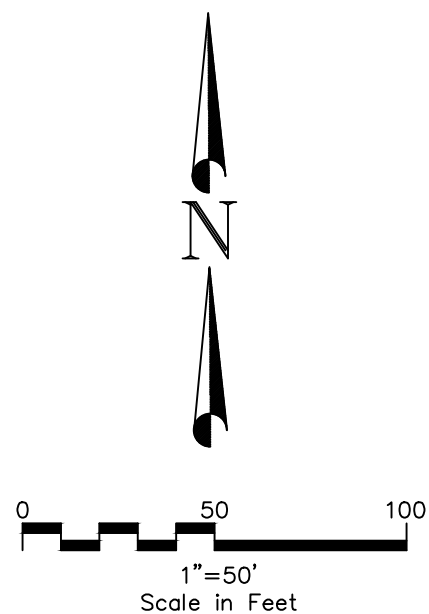
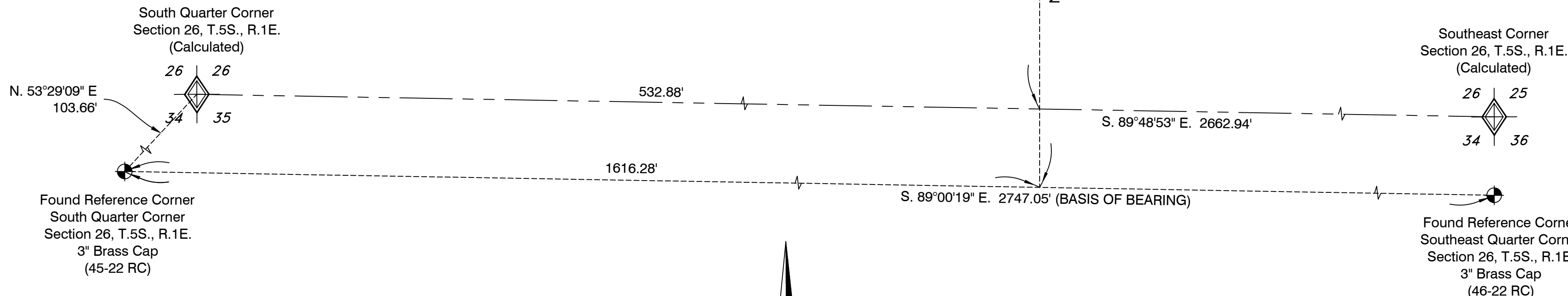
- Boundary Line
- Adjacent Parcel Line
- Section Line
- Centerline of Road
- Set Rebar and Cap stamped "CIR"

OWNER:

Deer Park, LLC
6755 North 5750 West
American Fork, UT 84003

DEVELOPER:

White Horse Developers
5020 S 850 E Ste A4
Lehi, UT 84043



WATER & SEWER AUTHORITY APPROVAL

Approved this _____ day of _____, A.D. 20____ by the Water & Sewer Authority

Public Works Department Director

PREPARED BY:

CIR CIVIL ENGINEERING
+SURVEYING
10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

BASIS OF BEARING:

The Basis of Bearings was established as S. 89°00'19" E (NAD83 Utah Central Zone) between the Reference Corner to the South Quarter Corner and the Reference Corner to the Southeast Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

FLOOD ZONE DESIGNATION

The subject property falls within Flood Zone X (Other Flood Areas) as delineated by F.E.M.A. Flood Insurance Rate Map, Community Panel No. 49049C0306F, which bears and Effective Date of June 19, 2020.

SURVEYOR'S CERTIFICATE

I, BRIAN F. MITCHELL, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 5707871 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Act; I further certify that by authority of the owners I have made a survey of the property described on this plat in accordance with 17-23-17 and have verified all measurements, and have subdivided said property into lots and streets, together with easements, hereafter to be known as **1300 SOUTH ROADWAY EXTENSION** and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Signed this _____ day of _____, 20____

BOUNDARY DESCRIPTION

A Roadway Dedication being a part of an entire tract described in that Warranty Deed recorded December 27, 2021 as Entry No. 212962-2021 in the Office of the Utah County Recorder. Said Roadway Dedication is located in the Southeast Quarter of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on the easterly boundary line of said entire tract and an existing fence line, which is 616.26 feet S. 89°00'19" E. along a monument line and 1755.93 feet North from a Reference Monument to the South Quarter Corner of said Section 26; said point also being 532.88 feet S. 89°48'53" E. along the Section line and 1685.28 feet North from said South Quarter Corner of Section 26; thence N. 64°51'38" W. 286.32 feet to the westerly boundary line of said entire tract in an existing fence described and shown on that Record of Survey for Boundary Line Agreement filed as 22-325 in the Office of the Utah County Surveyor; thence N. 00°22'32" E. 55.06 feet along westerly boundary line and Agreement; thence S. 64°51'38" E. 286.40 feet to a easterly boundary line of said entire tract and existing fence; thence S. 00°27'17" W. 55.03 feet along said easterly boundary line and existing fence to the **Point of Beginning**.

The above-described Roadway Dedication contains 14,318 sq ft or 0.328 acre, more or less.

OWNERS DEDICATION

Know all men by these present that we, the undersigned are owners of all of the property described in the Surveyor's Certificate herein and shown on this map, have caused the same to be subdivided into lots, blocks, streets, and easements and do hereby dedicate the streets and other public areas as indicated hereon for perpetual use of the public.

In witness whereof, We have hereunto set our hands this _____ day of _____, A.D. 2023.

Deer Park, LLC

By: _____

Print Name: _____

By: _____

NOTARY ACKNOWLEDGMENT

State of Utah)
County of Utah)

On the _____ day of _____ in the year A.D. 20____, personally appeared before me, the signers of the foregoing dedication who duly acknowledge to me that they did execute the same.

Commission Number _____
My Commission Expires _____

Signature: _____
Print: _____
Name: _____

A Notary Public Commissioned in Utah

ACCEPTANCE BY LEGISLATIVE BODY

The _____ of _____ County of Utah, approves this subdivision and hereby accepts the dedication of all the streets, easements, and other parcels of land intended for public purposes for the perpetual use of the public this _____ day of _____, A.D. 20____

_____ Mayor	_____ City Council Member
_____ City Council Member	_____ City Council Member
_____ City Council Member	_____ City Council Member
_____ City Engineer	_____ Clerk - Recorder (See Seal below)

PLANNING COMMISSION APPROVAL

Approved this _____ day of _____, A.D. 20____ by the American Fork Planning Commission

Planner

Planning Commission Chairman

1300 SOUTH ROADWAY EXTENSION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26,
TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN
AMERICAN FORK CITY, UTAH COUNTY, UTAH



NOTARY PUBLIC SEAL

COUNTY RECORDER SEAL