



AMERICAN FORK CITY PLANNING COMMISSION AGENDA

**Regular Session
August 16, 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 August 16, 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 August 02, 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 Typical Waterman Taps, of the American Fork City Municipal Code. Amending Section 15.01.1390, the Code Text Amendment plans to update and create standard water details for American Fork City.
- b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Typical Secondary Watermain Tap, of the American Fork City Municipal Code. Amending Section 15.01.1395, the Code Text Amendment plans to update and create standard water details for American Fork City.
- c. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Valve Box Detail, of the American Fork City Municipal Code. Amending Section 15.01.1400, the Code Text Amendment plans to update and create standard water details for American Fork City.

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 action on an application for an Accessory Structure, known as Sabin Accessory Structure, that is 1000 square feet or greater, located at 770 N 350 E,

American Fork City, UT 84003. The Accessory Structure will be on approximately 1.05 acres and will be in the Residential (R1-9000) Zone.

- b. Review and recommendation on a proposed Annexation Agreement, known as AF Utah LLC, located at approximately 6899 S 7750 N, American Fork City, UT 84003. On approximately 13 acres, the property will be annexed into American Fork City and be given the Transit Oriented Development (TOD) zoning designation.

5. Other Business

- a. Upcoming Projects

6. Adjournment

Dated this 3rd day of August 2023

Patrick O'Brien

Development Services Director

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



Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Typical Waterman Taps, of the American Fork City Municipal Code. Amending Section 15.01.1390, the Code Text Amendment plans to update and create standard water details for American Fork City.

Background

The applicant has applied for a Code Text Amendment to amend Section 15.01.1390 of the American Fork City Municipal Code. The proposed amendment looks to revise the section 15.01.1390 of the municipal code of American Fork City and is part of a larger project to revise and modify the standard details found in section 15.01.

Potential Motions – Code Text Amendment

Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Section 15.01.1390, titled Typical Waterman Taps, relating to updating and creating standard detail Culinary Water Service Tap for American Fork City and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Section 15.01.1390, titled Typical Waterman Taps, relating to updating and creating standard detail Culinary Water Service Tap for American Fork City

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Section 15.01.1390, titled Typical Waterman Taps, relating to updating and creating standard detail Culinary Water Service Tap for American Fork City and instruct staff.....

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.01.1390 OF THE MUNICIPAL CODE OF AMERICAN FORK CITY, UTAH, RELATED TO CULINARY WATER SERVICE TAP

WHEREAS, Chapter 15.01 of the American Fork Municipal Code relates to Development and Construction Standards of American Fork City;

WHEREAS, City Council desires to amend the standard for culinary water service tap;

WHEREAS, American Fork City finds it is in the best interest of the citizens of American Fork to make these amendments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK that:

- 1. SECTION 15.01.1390 of the Municipal Code of American Fork City, relating to Typical Waterman Taps be amended with the revised standard detail for Culinary Water Service Tap that is attached.**

**PART II
PROVISIONS AND ADOPTION**

SECTION 1. Severability

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 2. Amendments to be added to the City Code.

The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

SECTION 3. Effective Date

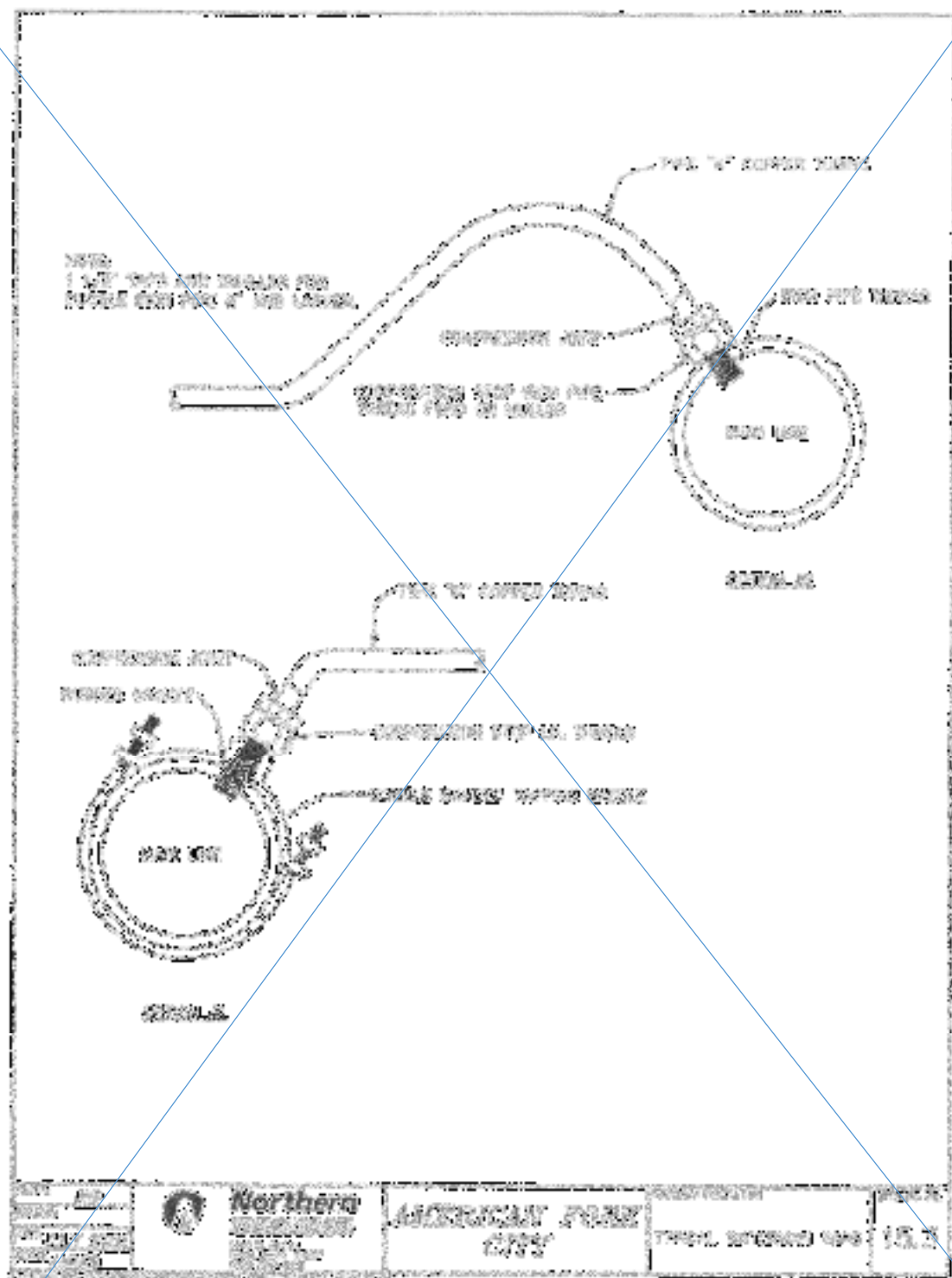
This ordinance shall take effect immediately upon its passage and publication as required by law.

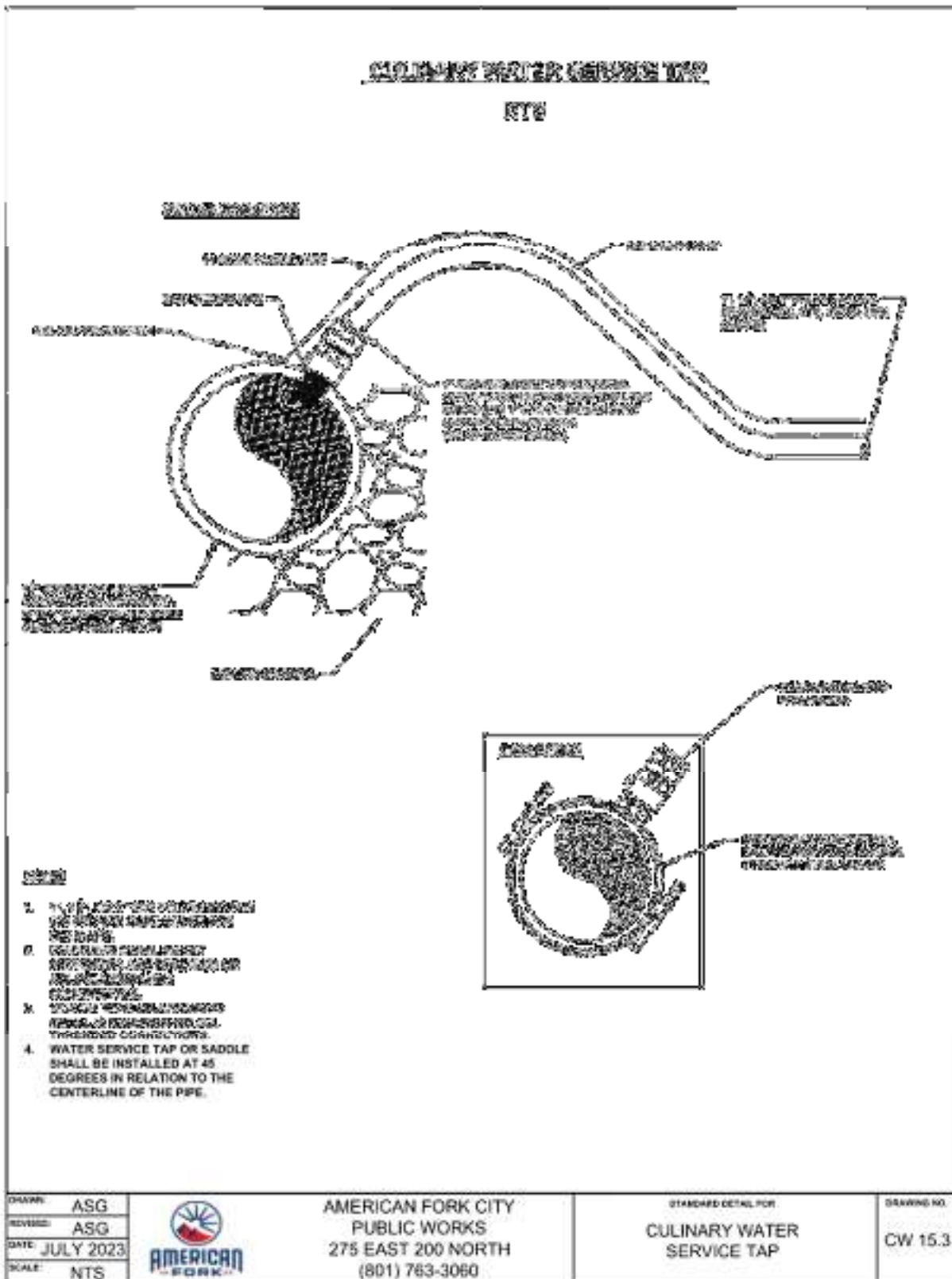
PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS ____ DAY OF _____, 2023.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

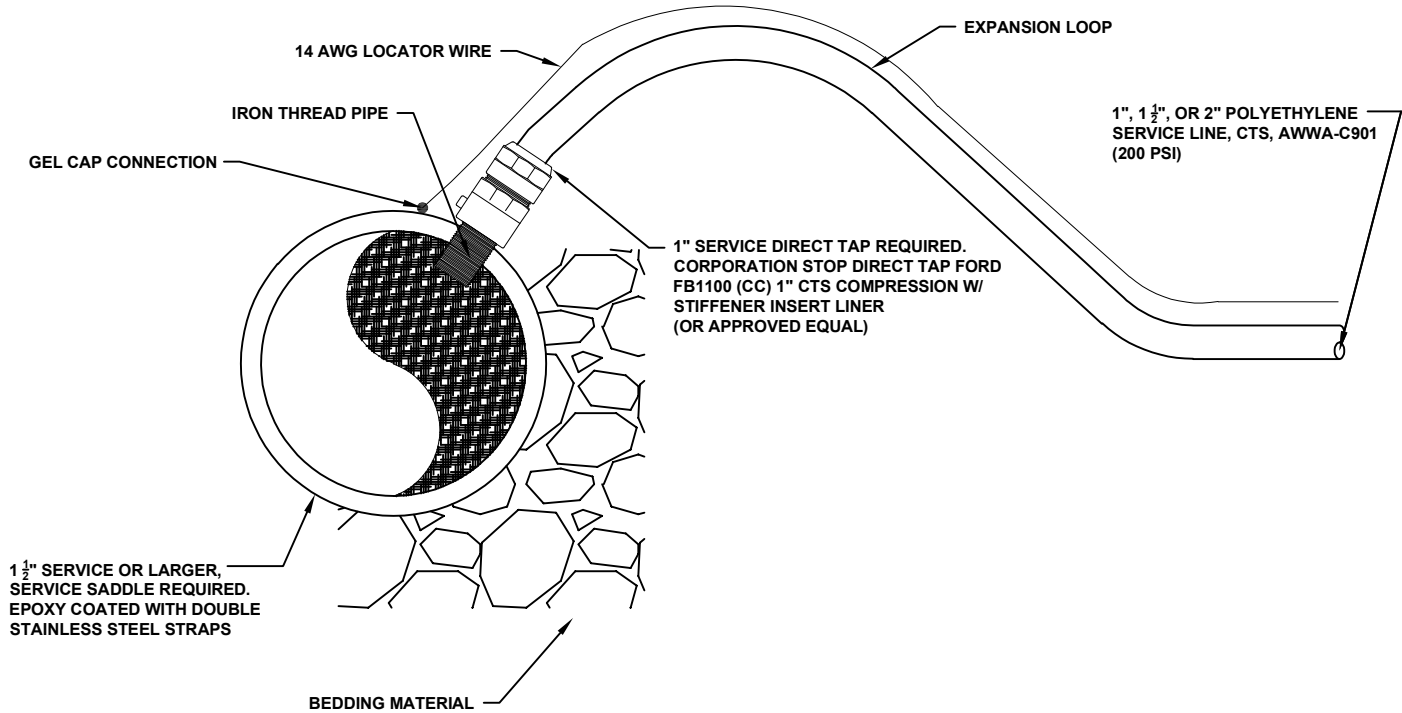




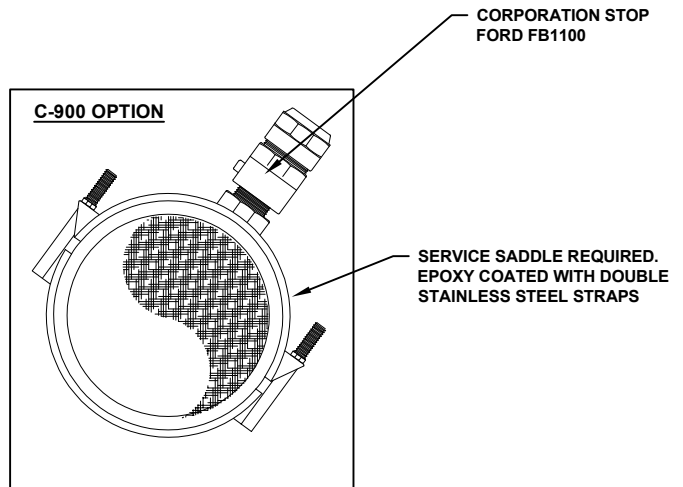
CULINARY WATER SERVICE TAP

NTS

DUCTILE IRON OPTION



C-900 OPTION



NOTES

1. 1", 1 1/2", OR 2" CTS POLYETHYLENE 200 PSI PIPE BLUE COLOR FOR CULINARY.
2. STAINLESS STEEL INSERT STIFFENERS ARE REQUIRED ON ALL POLYETHYLENE CONNECTIONS.
3. TEFLON TAPE OR APPROVED EQUAL IS REQUIRED ON ALL THREADED CONNECTIONS.
4. WATER SERVICE TAP OR SADDLE SHALL BE INSTALLED AT 45 DEGREES IN RELATION TO THE CENTERLINE OF THE PIPE.

DRAWN: ASG
REVISED: ASG
DATE: JULY 2023
SCALE: NTS



AMERICAN FORK CITY
PUBLIC WORKS
275 EAST 200 NORTH
(801) 763-3060

STANDARD DETAIL FOR
CULINARY WATER
SERVICE TAP

DRAWING NO.
CW 15.3



Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Water Details, of the American Fork City Municipal Code. Amending Section 15.01, the Code Text Amendment plans to update and create standard water details for American Fork City.

Background

The applicant has applied for a Code Text Amendment to amend Section 15.01 of the American Fork City Municipal Code. The proposed amendment looks to revise the section 15.01.1395 of the municipal code of American Fork City and is part of a larger project to revise and modify the standard details found in section 15.01.

Potential Motions – Code Text Amendment

Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Section 15.01.1395, titled Typical Secondary Water Main Tap, relating to updating and creating Pressurized Irrigation Service Tap and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Section 15.01.1395, titled Typical Secondary Water Main Tap, relating to updating and creating Pressurized Irrigation Service Tap.

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Section 15.01.1395, titled Typical Secondary Water Main Tap, relating to updating and creating Pressurized Irrigation Service Tap for American Fork City and instruct staff to.....

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15.01.1395 OF THE MUNICIPAL CODE OF AMERICAN FORK CITY, UTAH, RELATED TO SECONDARY WATER MAIN TAP

WHEREAS, Chapter 15.01 of the American Fork Municipal Code relates to Development and Construction Standards of American Fork City;

WHEREAS, City Council desires to amend the standard for culinary water service tap;

WHEREAS, American Fork City finds it is in the best interest of the citizens of American Fork to make these amendments.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK that:

- 1. SECTION 15.01.1395 of the Municipal Code of American Fork City, relating to Typical Secondary Water Main Tap be amended and replaced with the attached standard detail for Pressurized Irrigation Service Tap.**

**PART II
PROVISIONS AND ADOPTION**

SECTION 1. Severability

The sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of constitutionality of any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance.

SECTION 2. Amendments to be added to the City Code.

The City Council hereby directs that the provisions enacted by this ordinance shall be made and placed in the City Code.

SECTION 3. Effective Date

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF AMERICAN FORK, STATE OF UTAH, ON THIS ____ DAY OF _____, 2023.

Bradley J. Frost, Mayor

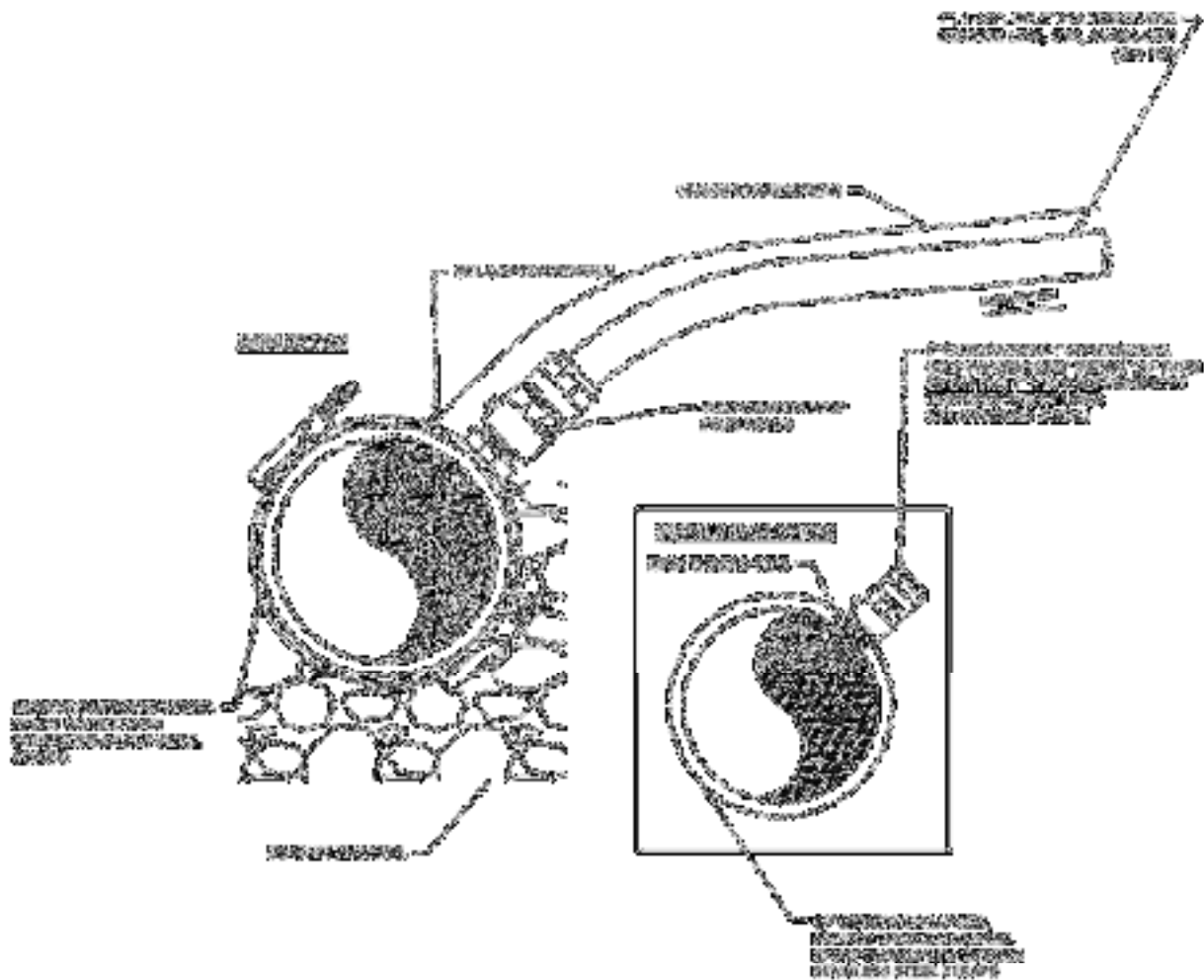
ATTEST:

Terilyn Lurker, City Recorder

[illegible][illegible][illegible][illegible]

PREPAID REGISTRATION SERVICE TAP

餘音



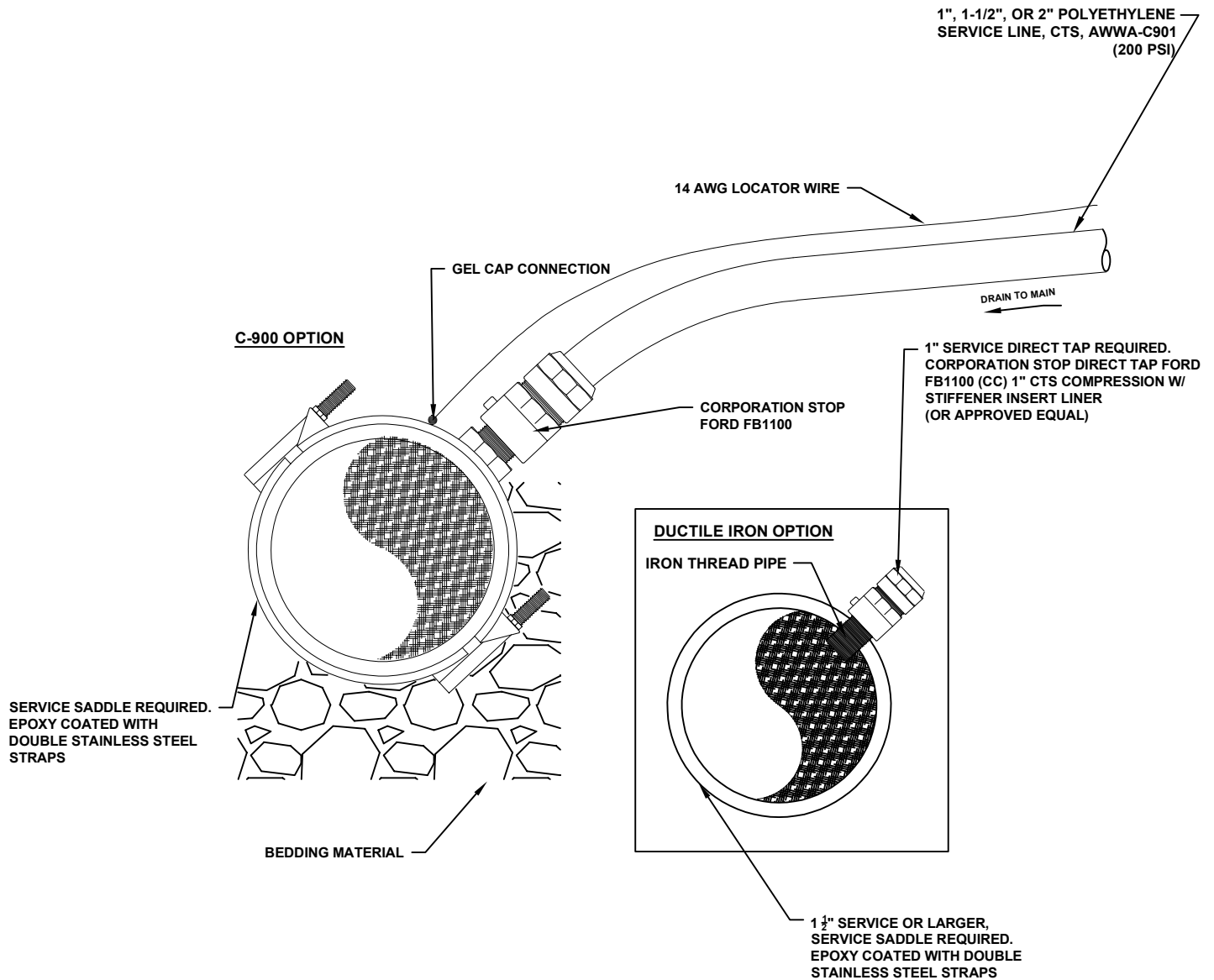
NOTES

1. THE WORKMAN SHALL PROTECT THE PIPE FROM THE EFFECTS OF THE WIND BY PLACING A COVER OVER THE OPEN END.
2. THE WORKMAN SHALL PROTECT THE PIPE FROM THE EFFECTS OF THE WIND BY PLACING A COVER OVER THE OPEN END.
3. THE WORKMAN SHALL PROTECT THE PIPE FROM THE EFFECTS OF THE WIND BY PLACING A COVER OVER THE OPEN END.
4. THE WORKMAN SHALL PROTECT THE PIPE FROM THE EFFECTS OF THE WIND BY PLACING A COVER OVER THE OPEN END.
5. THE WORKMAN SHALL PROTECT THE PIPE FROM THE EFFECTS OF THE WIND BY PLACING A COVER OVER THE OPEN END.

OWNER: ASG	 AMERICAN FORK CITY PUBLIC WORKS 275 EAST 200 NORTH (801) 763-3060	STANDARD DETAIL FOR	DRAWING NO. PI 15.3
DESIGNED: ASG		PRESSURIZED IRRIGATION SERVICE TAP	
DATE: JULY 2023			
SCALE: NTS			

PRESSURIZED IRRIGATION SERVICE TAP

NTS



NOTES

1. 1", 1 1/2", OR 2" CTS POLYETHYLENE 200 PSI PIPE PURPLE COLOR FOR PRESSURIZED IRRIGATION
2. STAINLESS STEEL INSERT STIFFENERS ARE REQUIRED ON ALL POLYETHYLENE CONNECTIONS.
3. TEFLON TAPE OR APPROVED EQUAL IS REQUIRED ON ALL THREADED CONNECTIONS.
4. PI LATERAL SHALL BE SLOPED TO DRAIN TOWARD MAIN.
5. SHALL BE INSTALLED AT 45 DEGREES IN RELATION TO THE CENTERLINE OF THE PIPE.

DRAWN: ASG
REVISED: ASG
DATE: JULY 2023
SCALE: NTS



AMERICAN FORK CITY
PUBLIC WORKS
275 EAST 200 NORTH
(801) 763-3060

STANDARD DETAIL FOR
PRESSURIZED IRRIGATION
SERVICE TAP

DRAWING NO.
PI 15.3



Agenda Topic

Review and action on an application for a Residential Accessory Structure, known as Sabin Accessory Structure, that is 1000 square feet or greater, located at 770 N 350 E, American Fork City, UT 84003. The Accessory Structure will be on approximately 1.05 acres and will be in the R1-9000 zone.

BACKGROUND INFORMATION		
Location:		770 N 350 E
Project Type:		Accessory Structure
Applicants:		Grayson Sabin
Existing Land Use:		Residential Low Density
Proposed Land Use:		Residential Low Density
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Residential Low Density
Existing Zoning:		R1-9000
Proposed Zoning:		R1-9000
Surrounding Zoning:	North	R1-9000
	South	R1-9000
	East	R1-9000
	West	R1-9000

Background

The applicant has applied for a site plan to develop a Residential Accessory Structure. The Accessory Structure exceeds the 1000 square foot threshold, requiring the application to be brought to the Planning Commission for their determination. The proposed accessory structure is 3500 square feet, and the existing One Family Dwelling is 2,341 square feet.

Section 17.5.105 – Area of Accessory Buildings



Accessory buildings shall not be larger than an area two times the size of the footprint (foundation) of the primary structure; or cover more than twenty-five percent of the total rear yard area of a lot, whichever is less. All accessory buildings shall be of a character which is consistent and compatible with the bulk, height, style and construction materials of existing dwellings in the immediate vicinity. There shall be no signage on any portion of the accessory building and the area surrounding the accessory building shall be landscaped. An accessory building containing a building footprint of one thousand square feet or larger shall require approval of the planning commission, subject to the following findings: (1) the accessory building will be incidental to the primary use of the parcel, (2) the applicant has provided adequate assurance that neither the accessory building nor any portion thereof will be used or converted for use as living or sleeping quarters (see Section 17.5.106) or for the conduct of a business (except when located in a commercial zone permitting such activity), and (3) the bulk, height, style and construction material of the accessory structure is compatible with dwellings in the immediate vicinity and will not result in an undue negative impact upon adjacent properties.

Section 17.6.106 – Accessory Building Prohibited as Living Quarters

Living and sleeping quarters shall not be permitted in any accessory building.

Project Conditions of Approval

1. N/A

Findings of Fact

1. The Residential Accessory Structure meets the requirements of Section 17.5.105; 17.5.106, 17.4.204 (E)(2).

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 Residential Accessory Structure meets the requirements of Section 17.5.105 and Section 17.5.106. Staff recommends APPROVING the application.

Potential Motions – Residential Accessory Structure

Approval

Madame Chair, I move to approve the proposed Residential Accessory Structure that is in excess of 1000 square feet, located at 770 N 350 E, 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.

Denial

Madame Chair, I move to deny the proposed Residential Accessory Structure that is in excess of 1000 square feet, located at 770 N 350 E, American Fork City, UT 84003, in the Residential R1-9000 Zone.



Table

Madame Chair, I move to table action for the proposed Residential Accessory Structure that is in excess of 1000 square feet, located at 770 N 350 E, American Fork City, UT 84003, in the Residential R1-9000 Zone and instruct staff/developer to.....

DRAWING NOTES

DESIGN CODE: 2021 IBC.
USE GROUP: U
CONSTRUCTION TYPE VB
DESIGN CATEGORY: RISK CATEGORY II

SEISMIC CRITERIA:
DESIGN CATEGORY D
SOIL SITE CLASS D (ASSUMED)
 $R = 2.5$ (LIGHT-FRAME WALLS WITH SHEAR PANELS OF ALL OTHER MATERIALS)
 $SS = 1.33g$, $S1 = 0.49g$; $SDS = 1.06g$
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
BASE SHEAR = 16,497 LBS

WIND LOAD:
ULTIMATE WIND DESIGN SPEED: 103 MPH 3 SEC. GUST
TERRAIN EXPOSURE C

FROST DEPTH: 30 IN
SITE ELEVATION: 4690 FT

SNOW LOAD:
GROUND SNOW LOAD: 34 PSF
ROOF DESIGN SNOW LOAD: 30 PSF MAIN; 48 PSF LEAN

DEAD LOADS:
ROOF 4 PSF
WALLS 4 PSF
FLOOR 10 PSF

ROOF LIVE LOAD: 20 PSF
FLOOR LIVE LOAD: 40 PSF

CONCRETE FOUNDATION NOTES:

- 28 DAY STRENGTH (F'C) W/ NORMAL 145 PCF DENSITY:
 - 1.1. FOOTINGS: 2500 PSI
 - 1.2. SLABS ON GRADE: 2500 PSI REQ'D, 3500 PSI RECOMMEND
- ALL SLABS: PROVIDE A MIN. THICKNESS OF 4" W/ 4" DEEP MIN. CRUSHED GRAVEL BASE.
- CONTRACTION/CONTROL JOINTS SHALL BE INSTALLED IN SLABS ON GRADE SO THE LENGTH TO WIDTH RATIO OF THE SLAB IS NO MORE THAN 1.5:1. CONTROL JOINT SPACING SHALL NOT EXCEED 30 TIMES THE SLAB THICKNESS IN ANY DIRECTION, UNLESS OTHERWISE NOTED.
- CONTROL JOINTS SHALL BE COMPLETED WITHIN 6-18 HOURS OF CONCRETE PLACEMENT.
- CONTROL JOINTS SHALL BE TOOLED OR SAWED TO THE GREATER DEPTH OF 1" DEEP OR 1/4 THICKNESS OF CONCRETE SLAB.

SOILS AND EXCAVATION:

- NO SOILS REPORT PROVIDED - STABLE SOIL CHARACTERISTICS ASSUMED. ALL DESIGN WAS BASED ON STABLE SOIL CHARACTERISTICS. GEOTECHNICAL HAZARDS FOUND ON OR AROUND THE SITE, INCLUDING EXPANSIVE CLAYS, OR SOILS FOUND AT THE SITE WHILE EXCAVATION OCCURS WHICH DIFFERS FROM THOSE ASSUMED SHOULD BE BROUGHT TO THE ATTENTION OF THE BUILDING OFFICIAL AND ENGINEER.
- ALLOWABLE BEARING PRESSURE: 1500 PSF
- NATIVE MATERIAL SURROUNDING FOOTINGS TO BE DISTURBED MINIMALLY DURING EXCAVATION.
- FOOTINGS SHALL BE PLACED ENTIRELY IN UNDISTURBED NATIVE SOILS OR STRUCTURAL FILL WHICH IS BEARING ON UNDISTURBED NATIVE SOILS.
- ALL BACKFILLING SHALL BE DONE WITH GRANULAR FREE-DRAINING MATERIAL. EXISTING SITE MATERIAL MAY BE USED IF FREE FROM CLAY SOILS AND ANY CONSTRUCTION DEBRIS. COMPACT ALL BACKFILL MATERIAL IN 8 INCH LIFTS TO 95% OF MODIFIED PROCTOR DENSITY.
- SLOPE FINISHED GROUND AWAY FROM THE BUILDING A MINIMUM OF 6 INCHES VERTICAL IN 10 FEET HORIZONTAL.

**Approved
Proceed to Planning
Commission on 8/16/23**

Sec 15.01.110

Where an existing improved site is proposed by the Applicant to be retrofitted, remodeled or redeveloped, Applicant shall provide easements as required by this section. In areas where existing improvements and conditions prohibit the Applicant from complying with all easement requirements, Applicant shall provide alternative easements to meet the intent of this section for City Engineer's review. City Engineer may approve alternative locations for easements as deemed appropriate and necessary by City Engineer.

It is Engineering's understanding that for the purpose of planning commission that engineering review is not necessary and identified concerns will need to be addressed at or before building department stage.

Better fire department access is recommended due to distance from the available accesses on the property. This creates multiple challenges with reach and manpower. Note: The building is not to be occupied for anything other than storage as a Type U Miscellaneous occupancy. Because of location, and lack of access, the owner may be held civilly liable for damages on surrounding properties in the event of fire or other related issues.

- Include an updated grading and drainage plan that shows the proposed/new contour lines and contour labels, direction of the storm drain runoff using arrows along with the slope%.

— Show the grading and drainage plan based on a 100-year, 24hr. Storm event.

This is a large structure and a large impervious area. The water retention for this site will need to be designed and engineered to capture runoff from entering neighboring properties.
Include Geotechnical report that include percolation rates for the proposed retention system.

	American Fork City Development Review Committee
	Planning and Zoning Reviewed tvanekeleburg 07/31/2023
	Fire Department Reviewed M. Sacco 07/31/2023
	Engineering Division Reviewed Iburr 08/03/2023

BUILDING INFORMATION		CONTRACTOR		DRAFTING & ENGINEERING		DRAWING INDEX		REGISTERED PROFESSIONAL ENGINEER #7589454-2202 JAMES DEREK LLOYD 07/25/2023 STATE OF UTAH ENGINEER STAMP	
SITE INFORMATION:		BEEHIVE BUILDINGS		MOUNTAIN POINT ENGINEERING		SHEET		DESCRIPTION	
ADDRESS: 770 NORTH 350 EAST AMERICAN FORK, UTAH		CONTACT: TRESSA ROBERTS TRESSA@BEEHIVEBUILDINGS.COM PHONE: 801-821-9921		CONTACT: DEREK LLOYD DEREK@MOUNTAINPOINTENGINEERING.COM PHONE: 801-450-5332		01		FOUNDATION PLAN	
BUILDING INFORMATION:						02		FLOOR PLAN	
DIMENSIONS: 50' x 70'						03		ROOF PLAN	
TOTAL SQUARE FOOTAGE: 4550 S.F.						04		ELEVATIONS	
MAIN BUILDING: 3500 S.F.						05		GIRT PLAN	
LEANS: 1050 S.F.						06		PANEL LAYOUT	
						07-09		DETAIL SHEETS	
								DATE 07/25/2023	

WEST



ENGINEER STAMP

MOUNTAIN POINT
ENGINEERING

FOUNDATION PLAN

GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386

SCALE
1/8" = 1'-0"

DATE
07/25/2023

SHEET
01

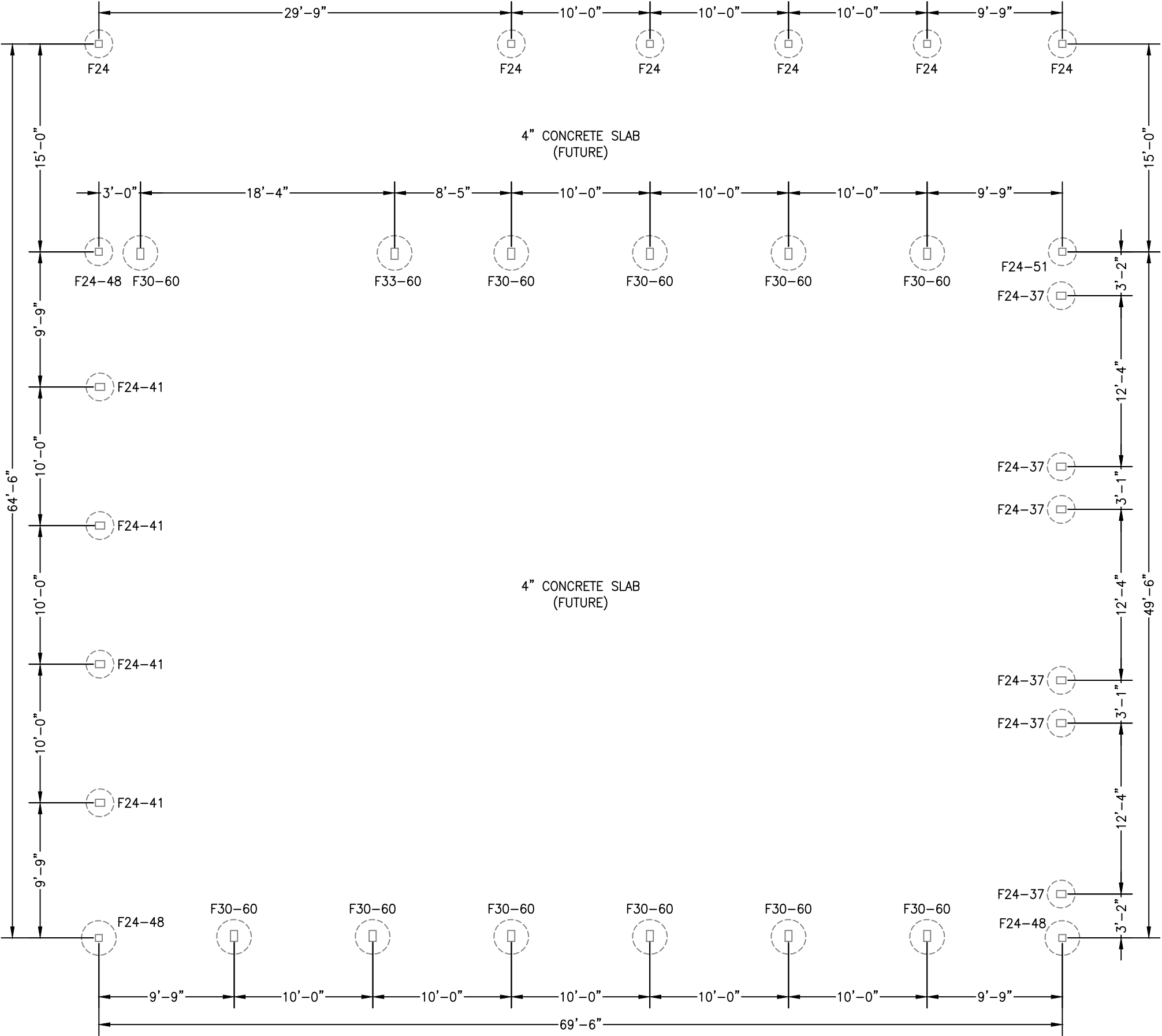
4" CONCRETE SLAB
(FUTURE)

4" CONCRETE SLAB
(FUTURE)

NORTH

EAST

SOUTH



PIERS:
F24: 24" DIA x 36" DEEP CONCRETE PIER
F24-37: 24" DIA x 37" DEEP CONCRETE PIER
F24-41: 24" DIA x 41" DEEP CONCRETE PIER
F24-48: 24" DIA x 48" DEEP CONCRETE PIER
F24-51: 24" DIA x 51" DEEP CONCRETE PIER
F30-60: 30" DIA x 60" DEEP CONCRETE PIER
F33-60: 33" DIA x 60" DEEP CONCRETE PIER

NOTE: FOOTINGS SIZED FOR FUTURE 20'x40' LOFT
IN NORTHWEST CORNER. (40 PSF LIVE LOAD,
10 PSF DEAD LOAD)

WEST



ENGINEER STAMP

MOUNTAIN POINT
ENGINEERING

FLOOR PLAN

GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386

SCALE
1/8" = 1'-0"

DATE
07/25/2023

SHEET
02

15'x70' OPEN LEAN

95'-6 5/16"

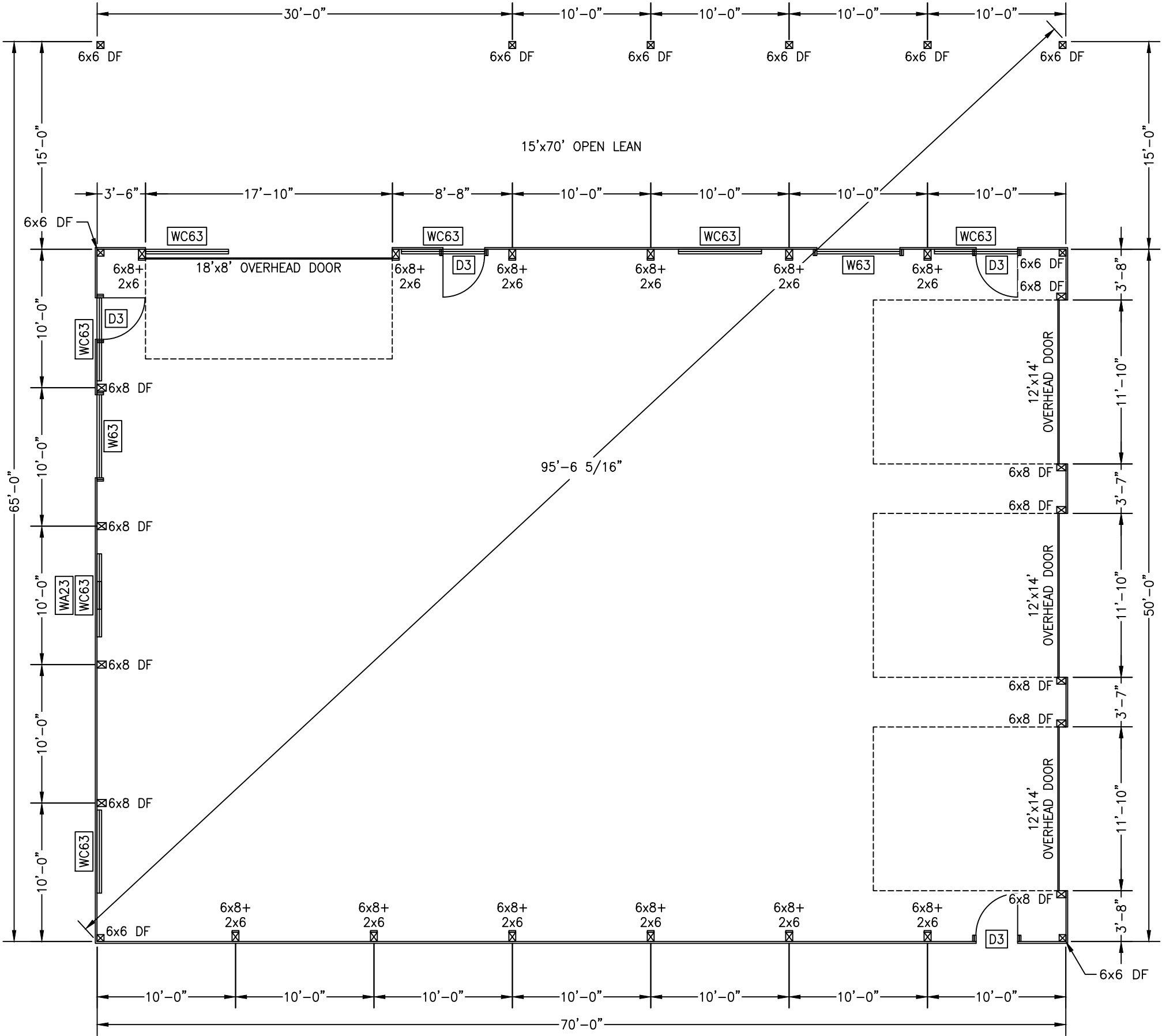
EAST

NORTH

- [D3] 3068 DOOR
[WA23] 2030 ATTIC WINDOW
[W63] 6030 WINDOW
[WC63] 6030 CLERESTORY WINDOW

- NOTES:
1. 6x6 DF: 6x6 DF-L #2 TREATED POST.
2. 6x8 DF: 6x8 DF-L #2 TREATED POST.
3. 6x8+2x6: 6x8 DF-L #2 TREATED POST WITH TREATED 2x6 DF-L #2 ATTACHED PER DETAIL ON SHEET 08.
4. EMBED POST INTO CONCRETE PIER. SEE DETAIL ON SHEET 08.
5. ROOF: 29 GA STEEL PANEL
6. WALLS: STANDARD GIRTS, WATER-RESISTIVE BARRIER HOUSEWRAP, 29 GA STEEL PANEL

SOUTH



WEST

SEE DETAIL ON SHEET 08 FOR
LEAN ROOF BEAM TO HEADER CONNECTION

1'-0" OVERHANG (TYP.)

SEE DETAIL ON SHEET 08 FOR
TRUSS TO HEADER CONNECTION

SOUTH

2X6 DF-L #2 ROOF PURLINS AT 24" ON CENTER
OVERLAPPED 20" MIN (TYP.)
5" MAX FROM RIDGE LINE

NORTH

EAST



ENGINEER STAMP

MOUNTAIN POINT
ENGINEERING

ROOF PLAN

BEAMS:
B1: 1-3/4"x11-1/4" LVL
B2: (3) 1-3/4"x18" LVL; CC66 COLUMN CAP EACH
POST, ECC66 AT END POSTS (4 TOTAL)
B3: (4) 1-3/4"x16" LVL; ECC86 COLUMN CAP EACH
POST (2 TOTAL)

BR 2x6 DIAGONAL BRACE

- NOTES:
- TRUSSES WILL BE DEFERRED PER IBC 107.3.4.1 AND WILL BE DESIGNED BY A LICENSED ENGINEER IN THE STATE OF UTAH.
 - PROVIDE TRUSS BOTTOM CHORD BRACING PER TRUSS MANUFACTURER'S SPECIFICATIONS.

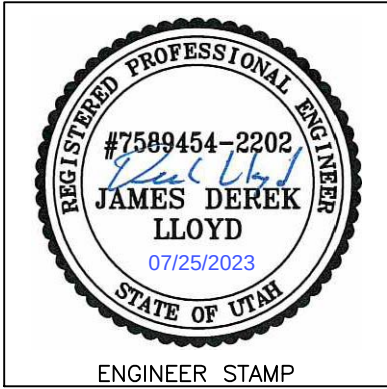
GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386

SCALE
1/8" = 1'-0"

DATE
07/25/2023

SHEET
03



ELEVATIONS

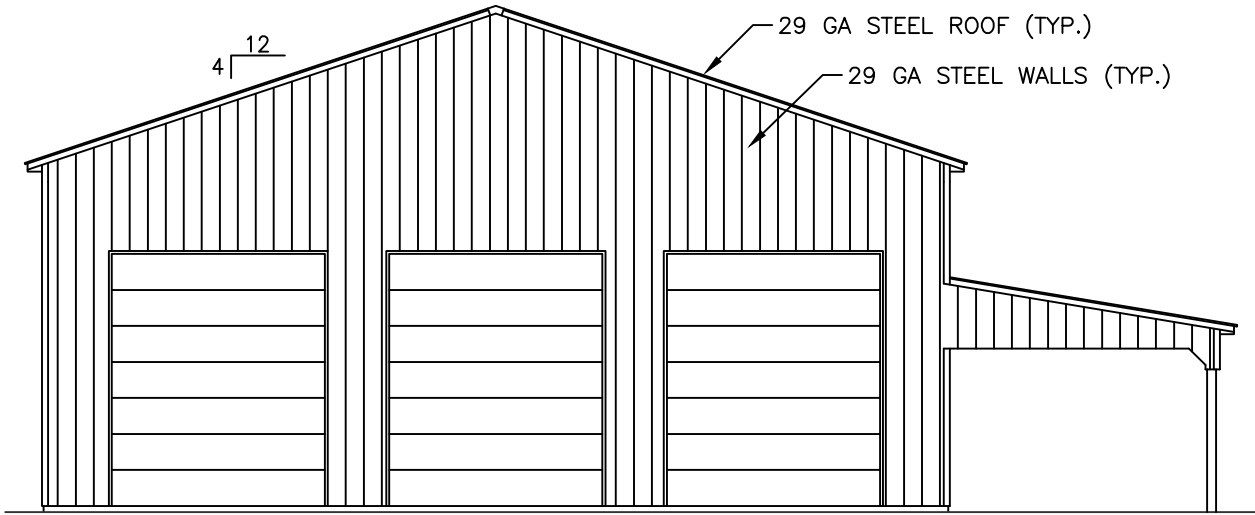
GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386

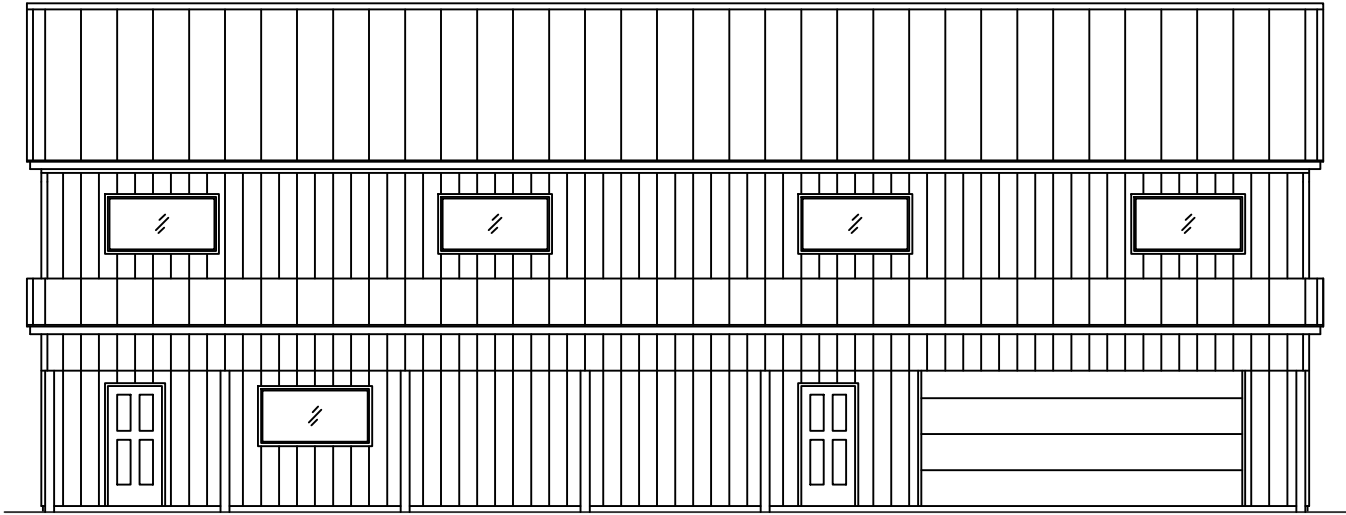
SCALE
3/32" = 1'-0"

DATE
07/25/2023

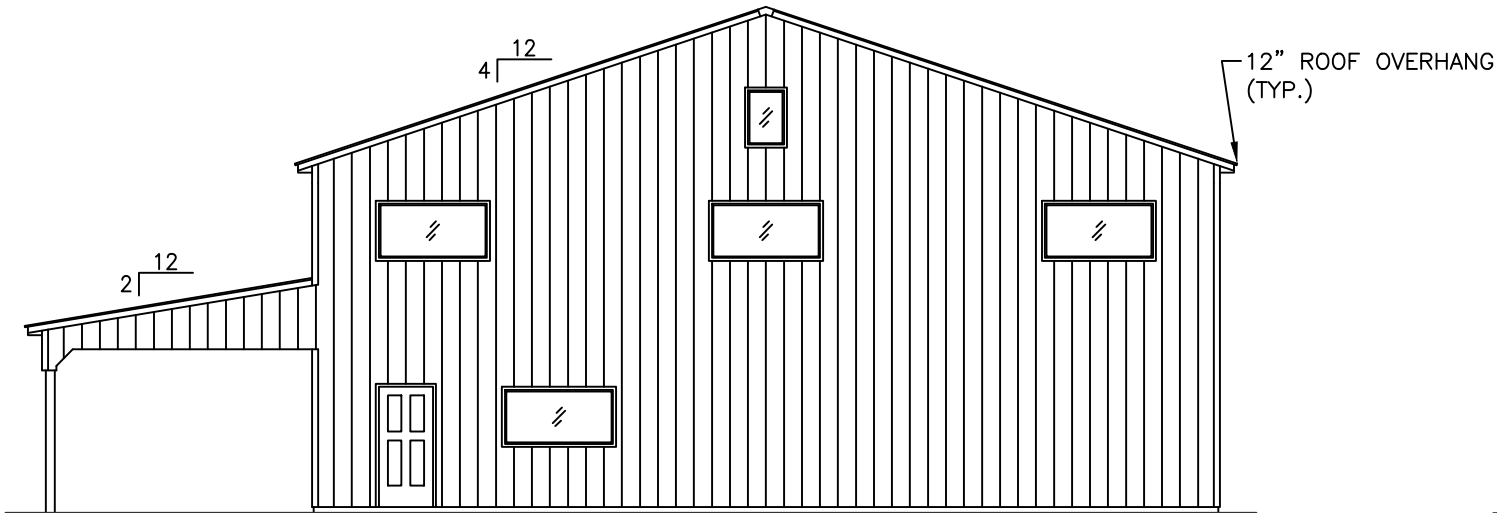
SHEET
04



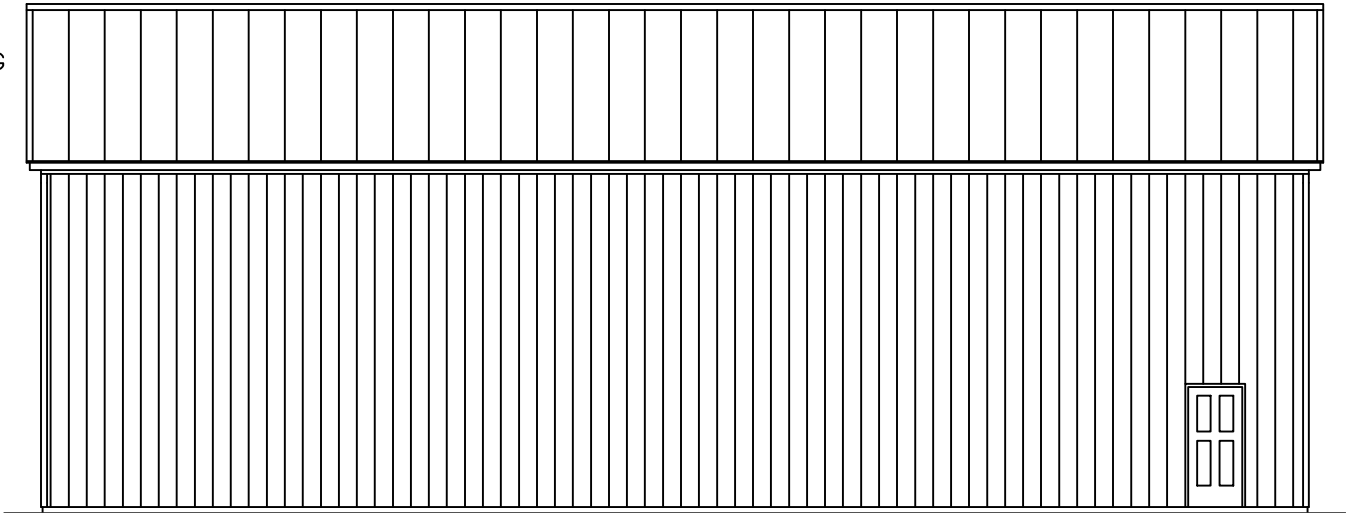
GABLE END ELEVATION - NORTH



SIDE ELEVATION - WEST

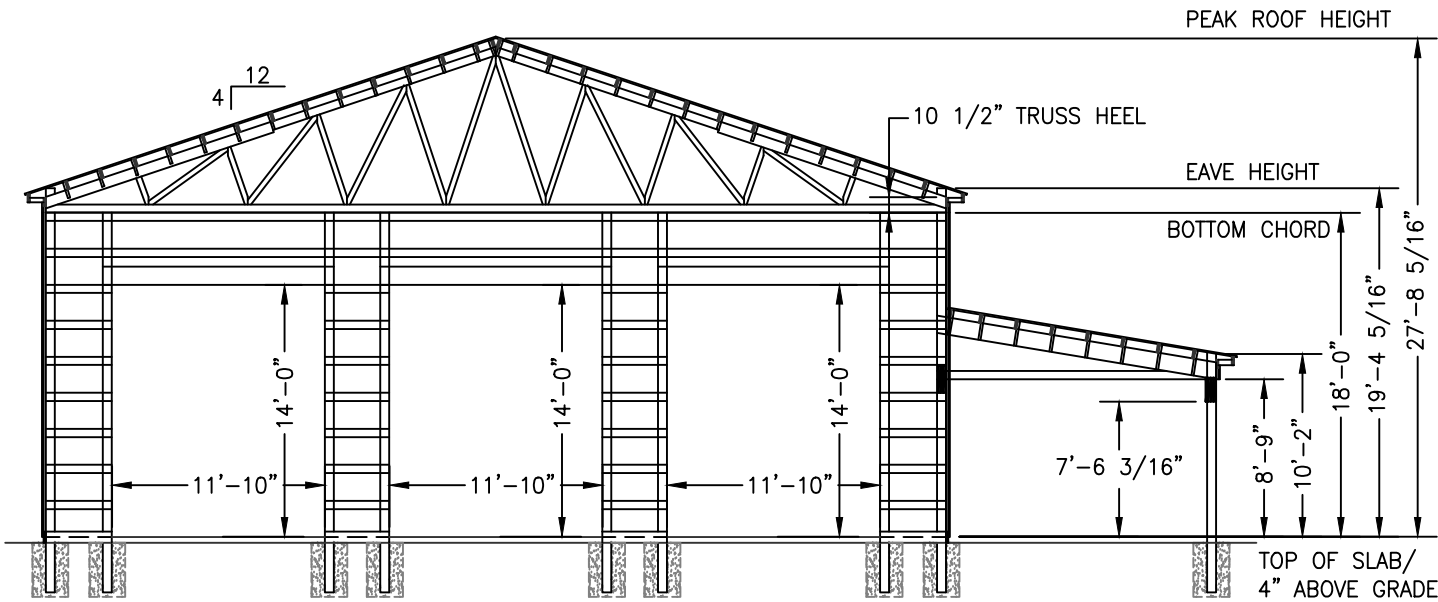
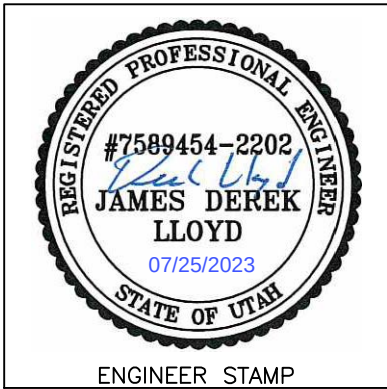


GABLE END ELEVATION - SOUTH

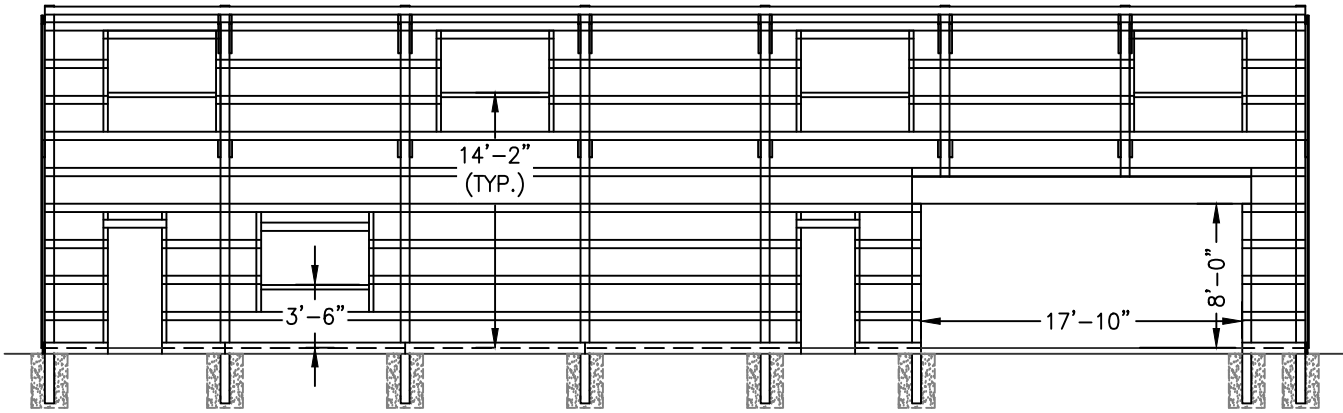


SIDE ELEVATION - EAST

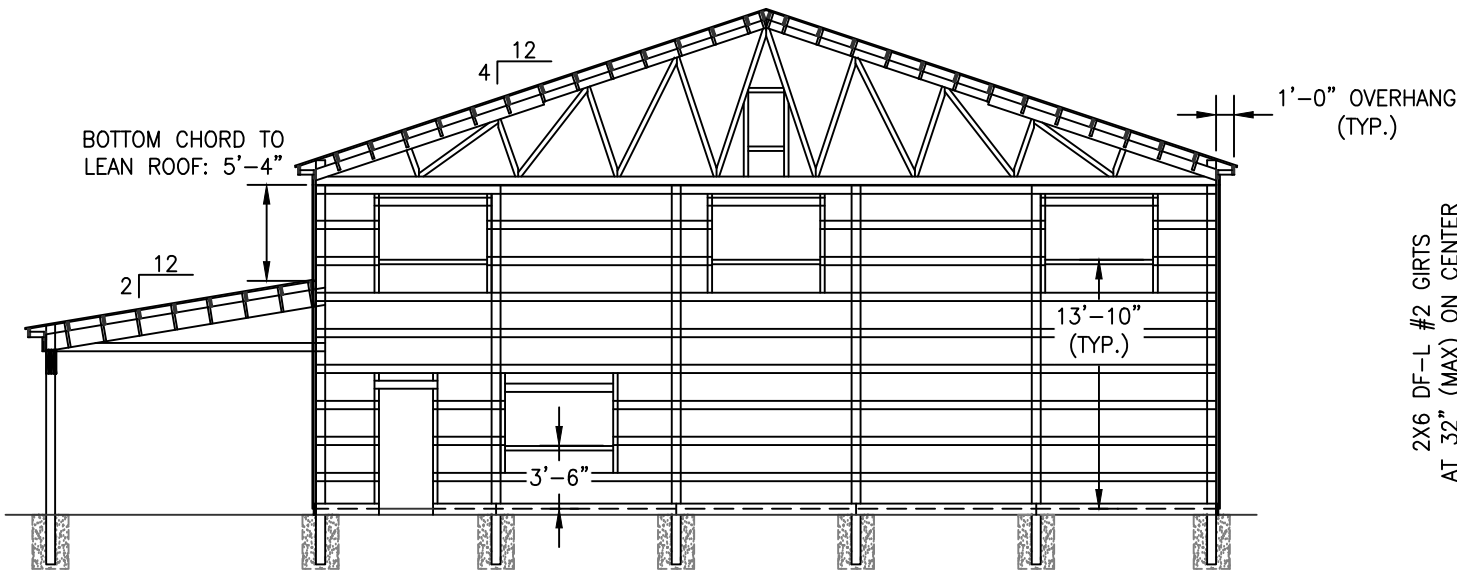
NOTES:
1. TRUSS HEEL SHOWN AT 10-1/2" ON THESE PLANS. COMPARE PLAN DIMENSIONS WITH TRUSS MANUFACTURER DRAWINGS AND ADJUST PLAN DIMENSIONS (EAVE HEIGHT, PEAK HEIGHT, PANEL LENGTHS, ETC) AS NECESSARY.



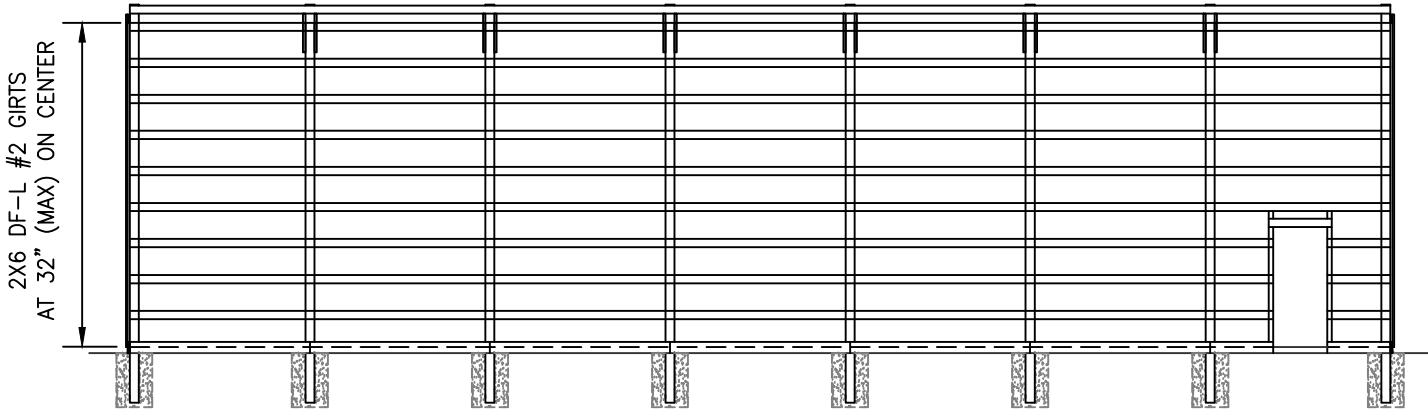
GABLE END GIRT WALL - NORTH



SIDE GIRT WALL - WEST



GABLE END GIRT WALL - SOUTH



SIDE GIRT WALL - EAST

GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

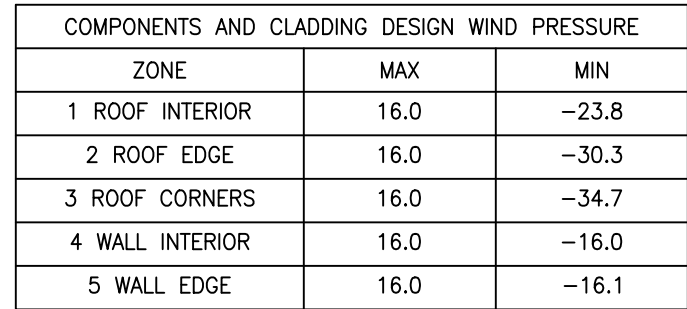
PROJECT
B386

SCALE
3/32" = 1'-0"

DATE
07/25/2023

SHEET
05

GIRT PLAN

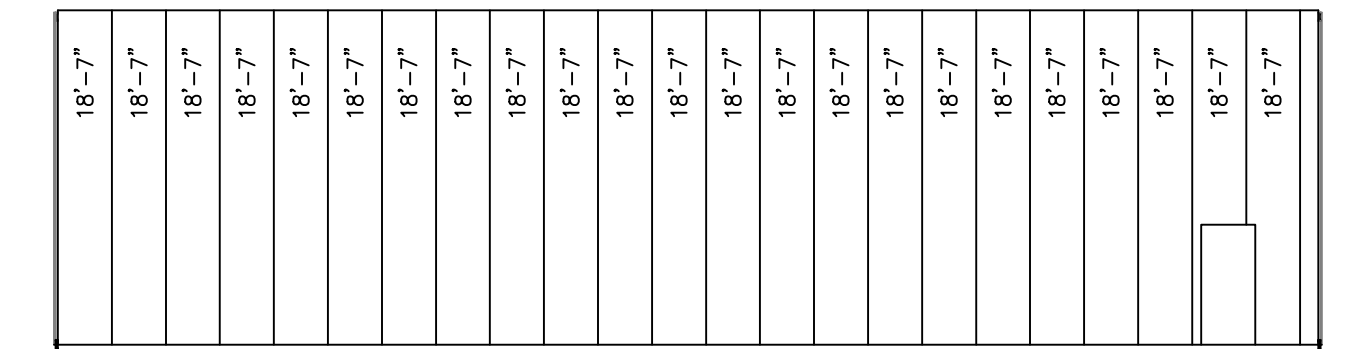
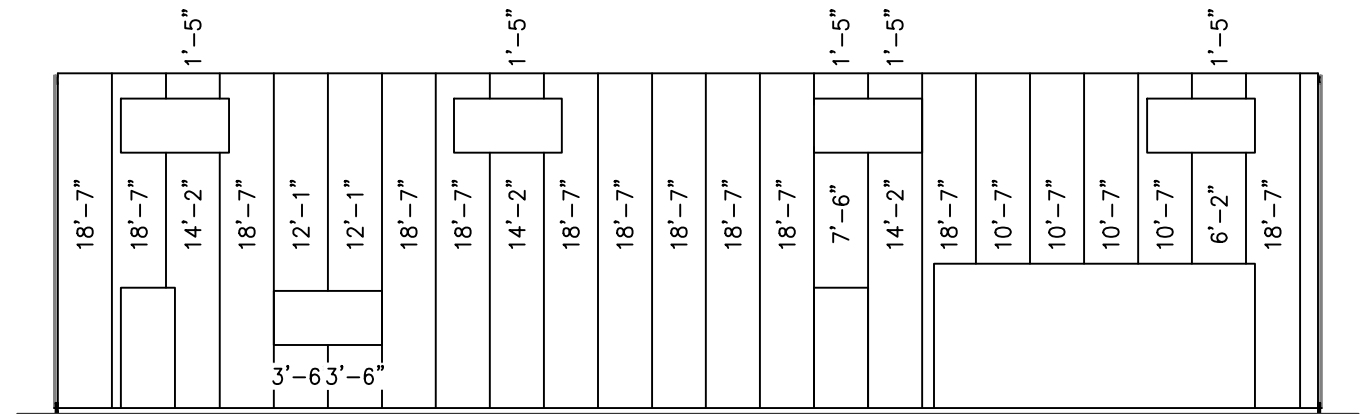


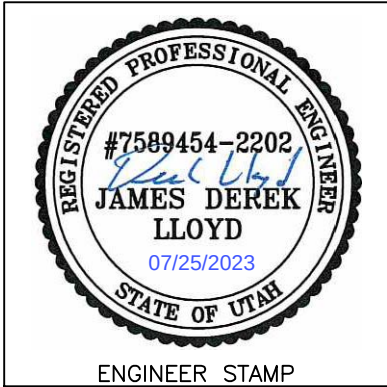
A circular professional engineer seal for the State of Utah. The outer ring contains the text "REGISTERED PROFESSIONAL ENGINEER" at the top and "STATE OF UTAH" at the bottom. The center of the seal contains the license number "#7589454-2202" at the top, a blue ink signature "James D. Lloyd" in the middle, the name "JAMES DEREK LLOYD" in bold black capital letters below the signature, and the expiration date "07/25/2023" at the bottom. The seal has a scalloped outer edge.

PANEL LAYOUT

GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

SHEET
06



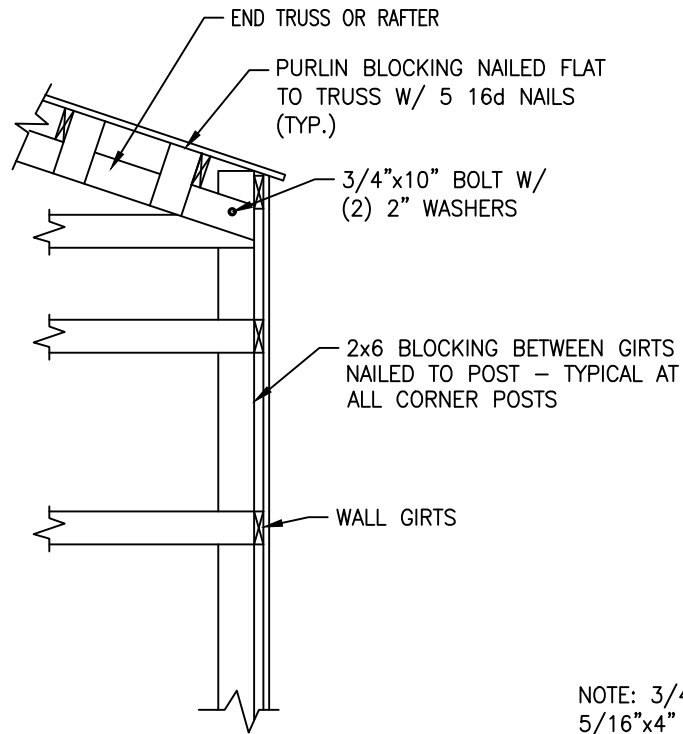


MOUNTAIN POINT
ENGINEERING

DETAIL SHEET

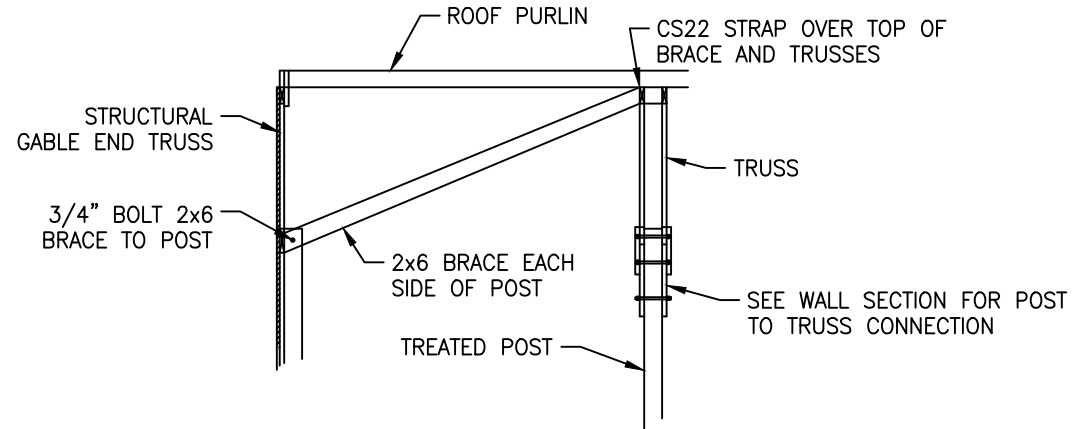
GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386
SCALE
AS NOTED
DATE
07/25/2023
SHEET
07

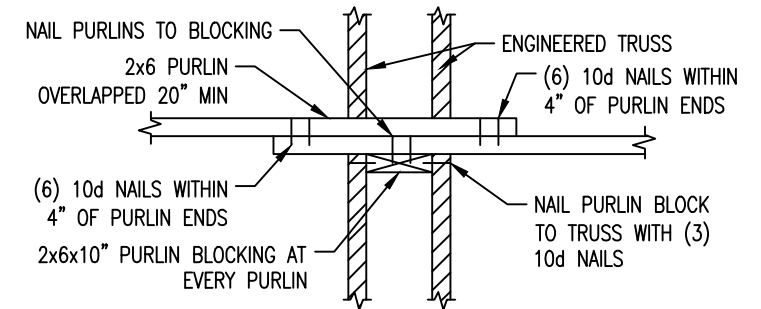


CORNER BLOCKING
NOT TO SCALE

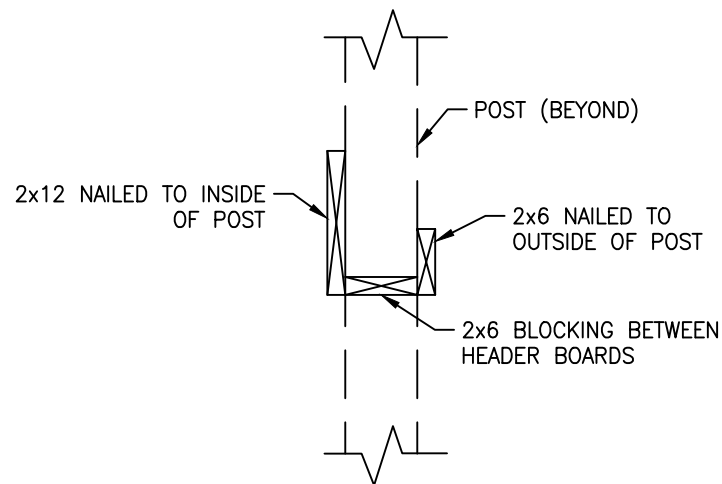
NOTE: 3/4" BOLT ALTERNATIVE: (2)
5/16"x4" POWERLAG FASTENERS
(TYP. FOR CORNER BLOCKING AND
POST TO TRUSS BRACE DETAILS)



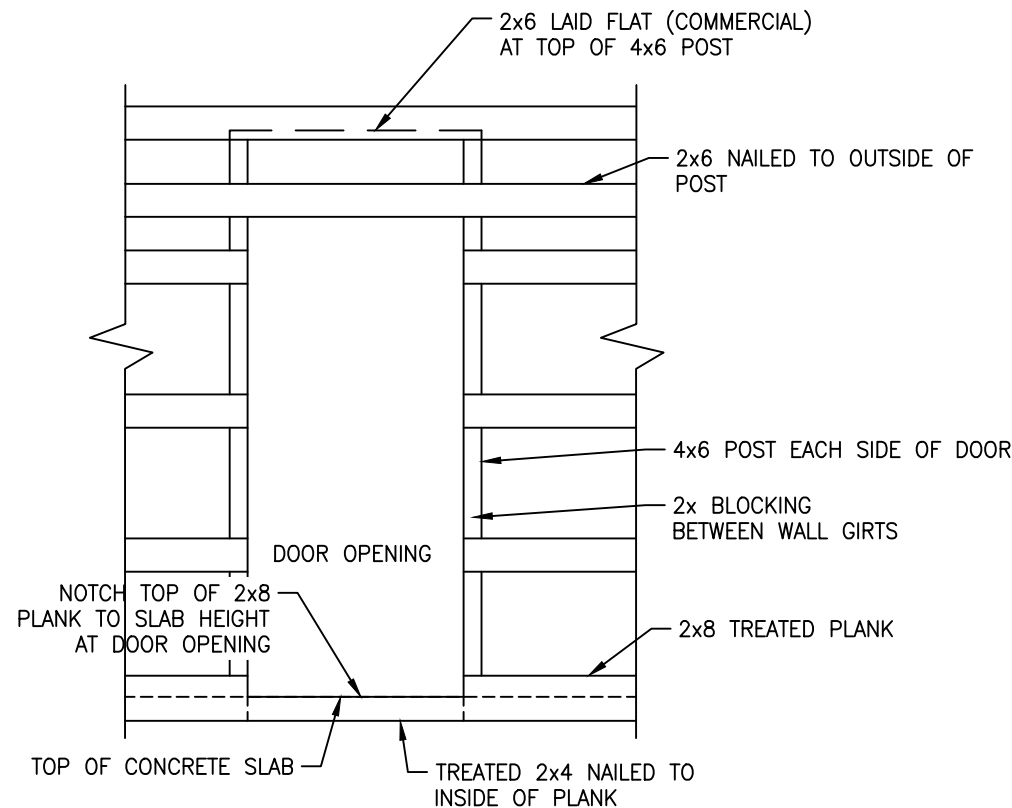
POST TO TRUSS BRACE
NOT TO SCALE



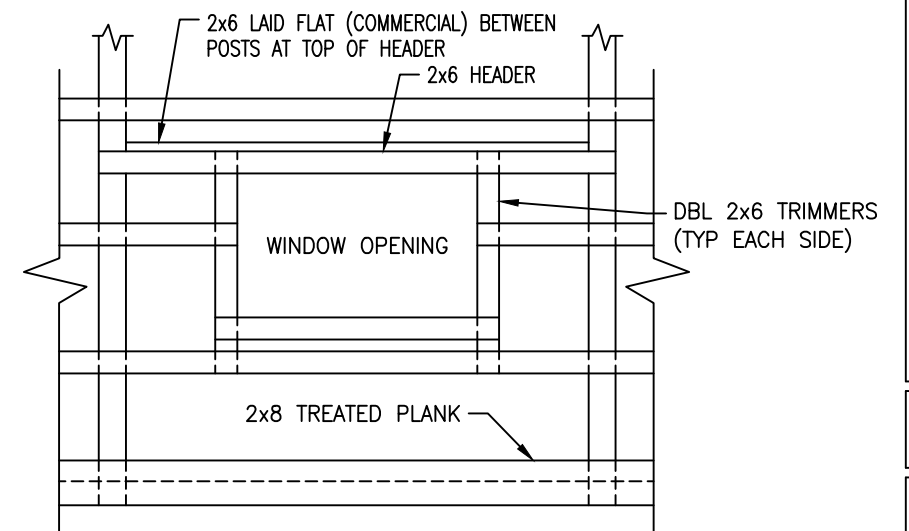
PURLIN CONNECTION
NOT TO SCALE



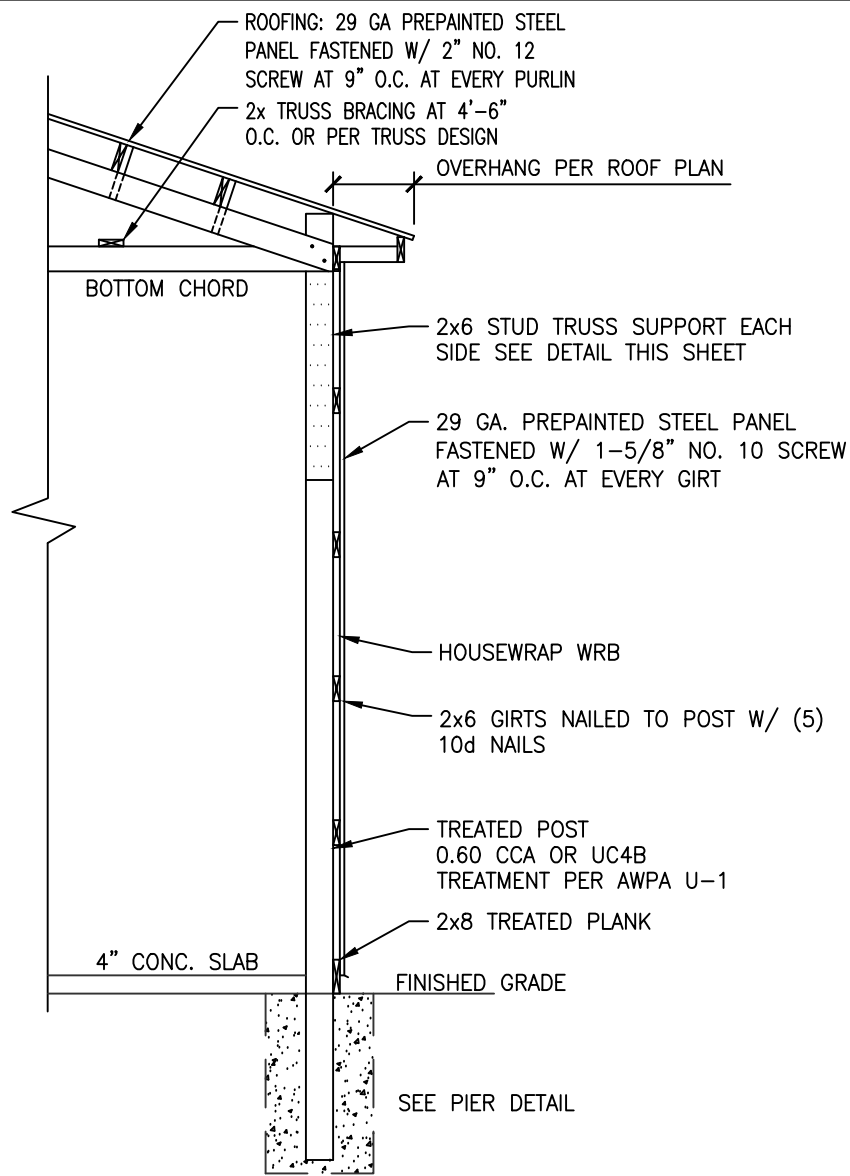
OVERHEAD DOOR HEADER
NOT TO SCALE



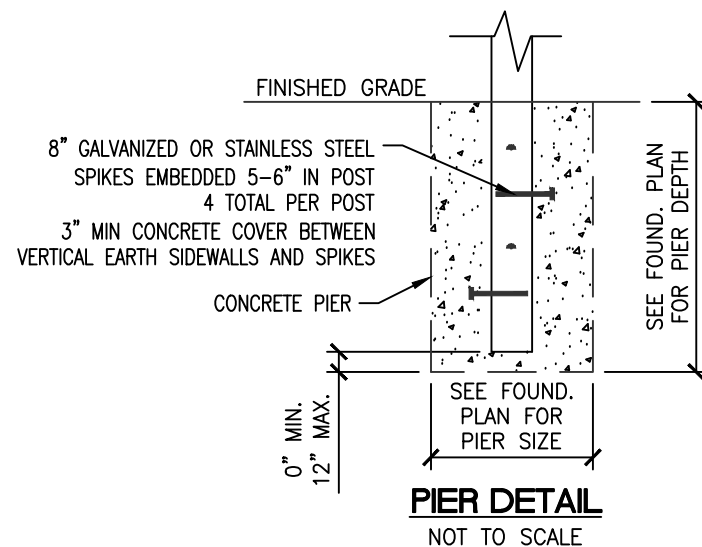
MAN DOOR OPENING
NOT TO SCALE



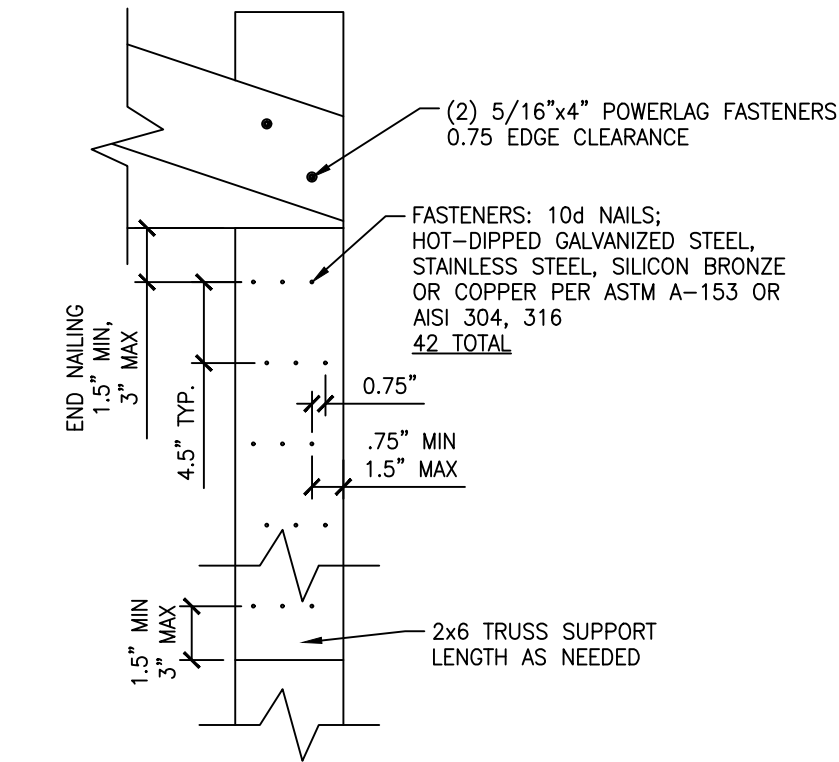
WINDOW OPENING
NOT TO SCALE



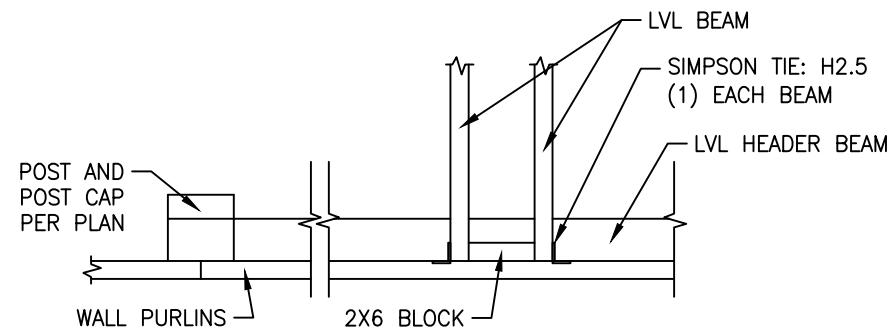
TYPICAL WALL SECTION
NOT TO SCALE



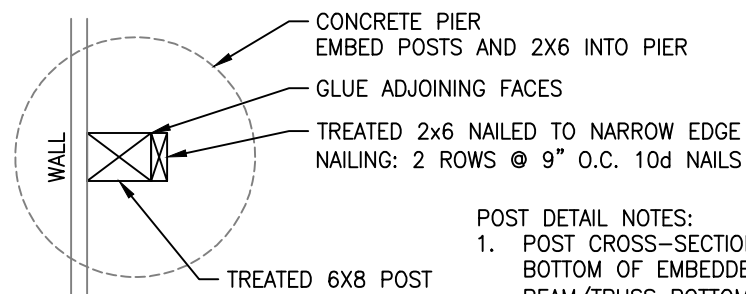
PIER DETAIL
NOT TO SCALE



TRUSS SUPPORT TO POST CONNECTION DETAIL
NOT TO SCALE

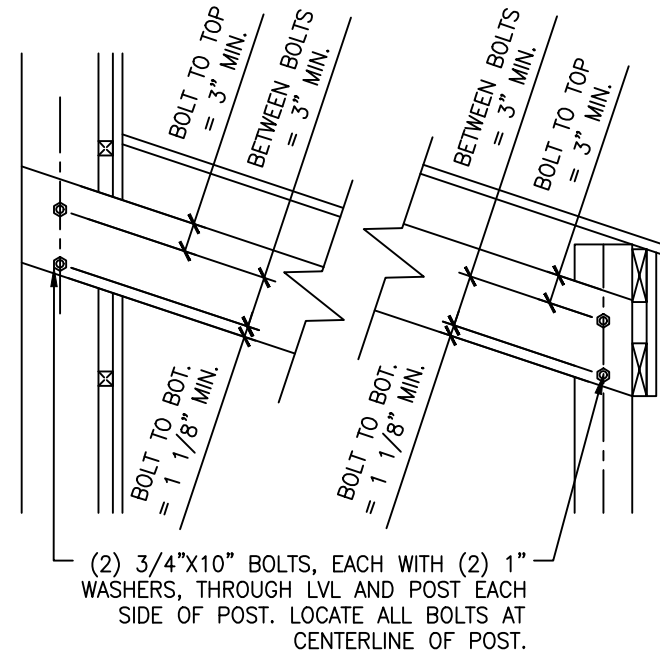


LEAN HEADER DETAIL
NOT TO SCALE

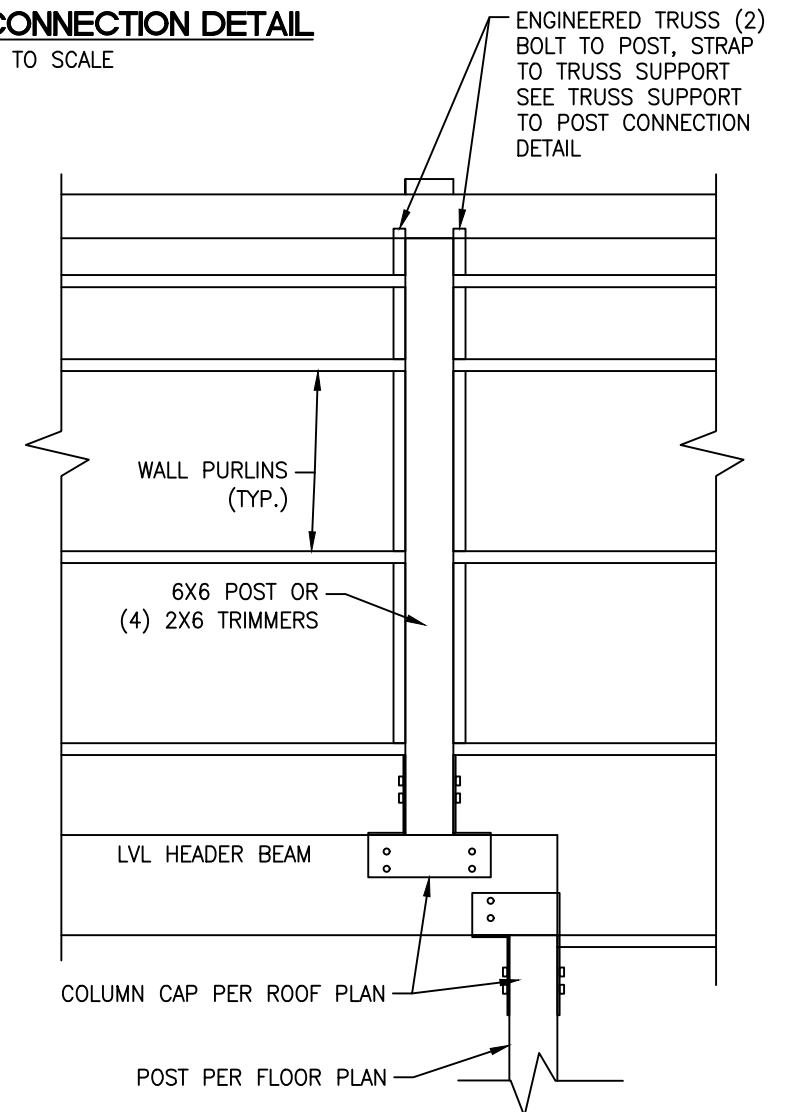


POST DETAIL
NOT TO SCALE

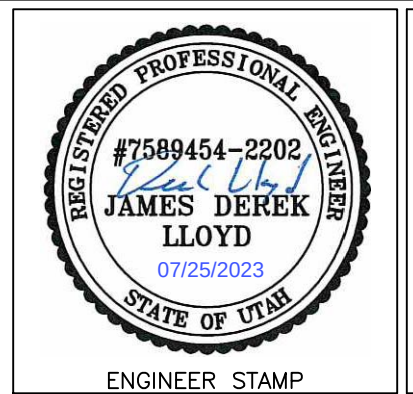
- POST DETAIL NOTES:
1. POST CROSS-SECTIONS SHOWN TO BE CONTINUOUS FROM BOTTOM OF EMBEDDED POST TO BOTTOM OF LOWEST BEAM/TRUSS BOTTOM CHORD.
 2. SPLICES NOT PERMITTED IN 6X8 POSTS.
 3. 2x6s AND 2x8s MAY BE SPLICED 6 FEET ABOVE TOP OF SLAB. SPLICE NAILING: 2 ROWS AT 4.5" 15 INCHES EITHER SIDE OF SPLICE. UNTREATED WOOD OK ABOVE SPLICE.
 4. EDGE NAILING: 1.5" MIN, 3" MAX
 5. END NAILING: 2.25" MIN, 3" MAX



LVL TO POST CONNECTION DETAIL
NOT TO SCALE



TRUSS TO HEADER CONNECTION
NOT TO SCALE



MOUNTAIN POINT
ENGINEERING

DETAIL SHEET

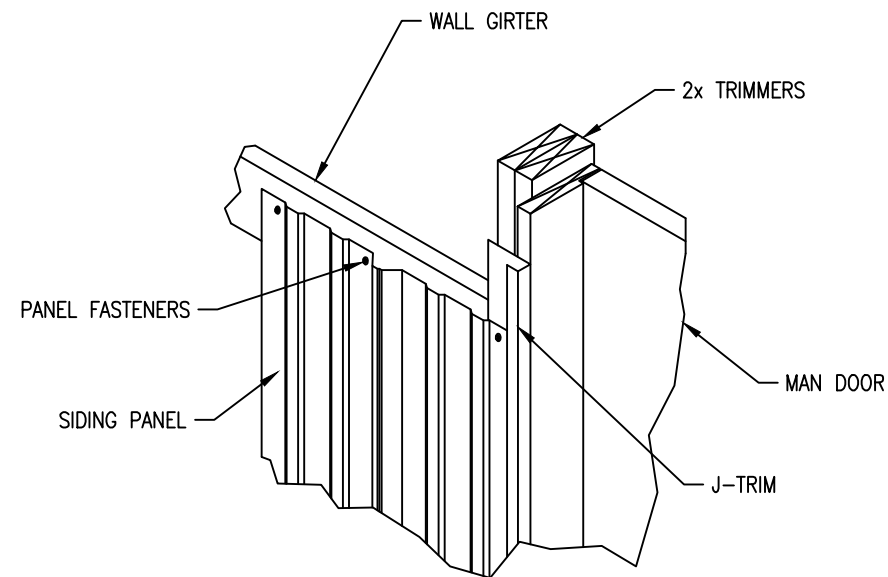
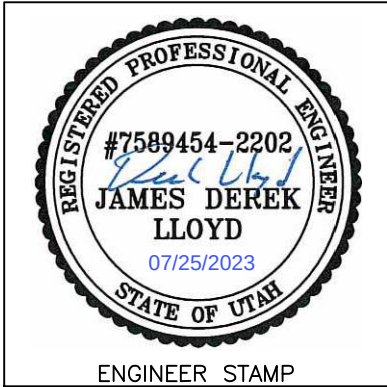
GRAYSON SABIN BUILDING
AMERICAN FORK, UTAH

PROJECT
B386

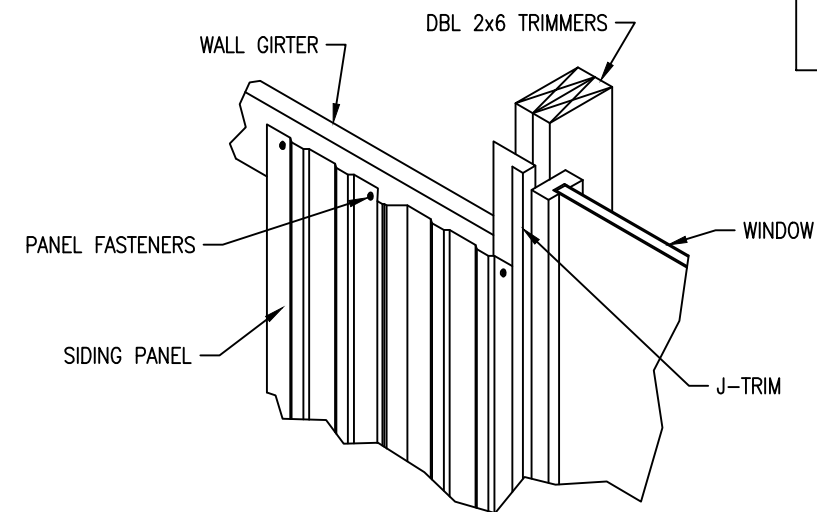
SCALE
AS NOTED

DATE
07/25/2023

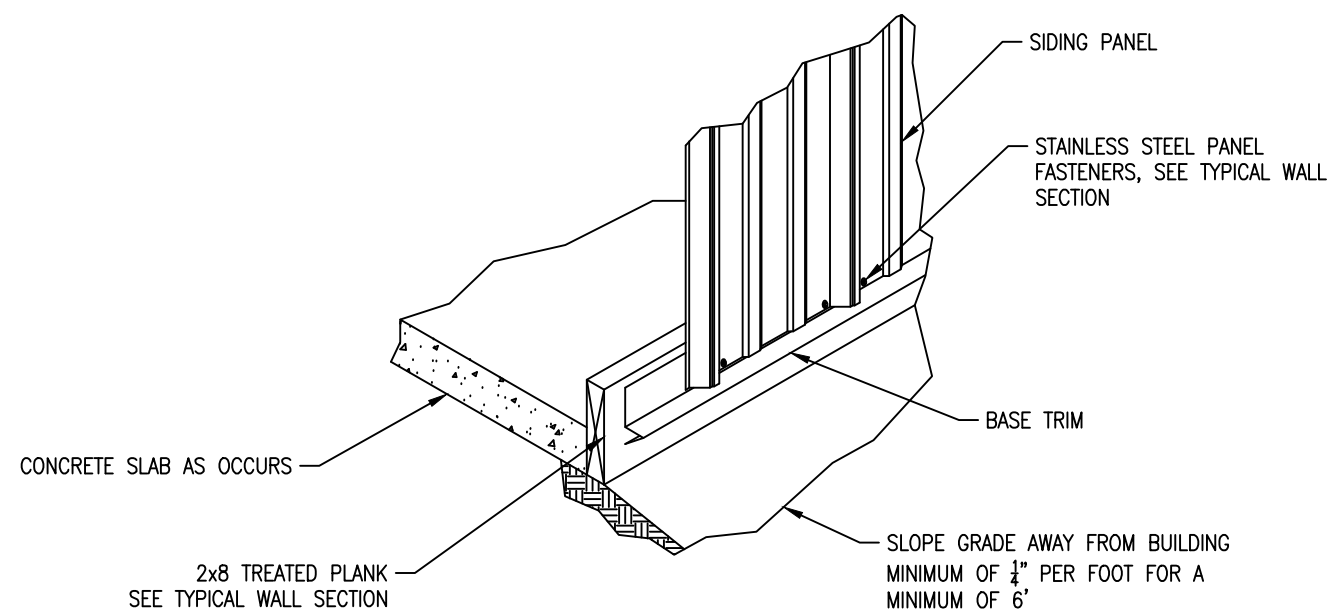
SHEET
08



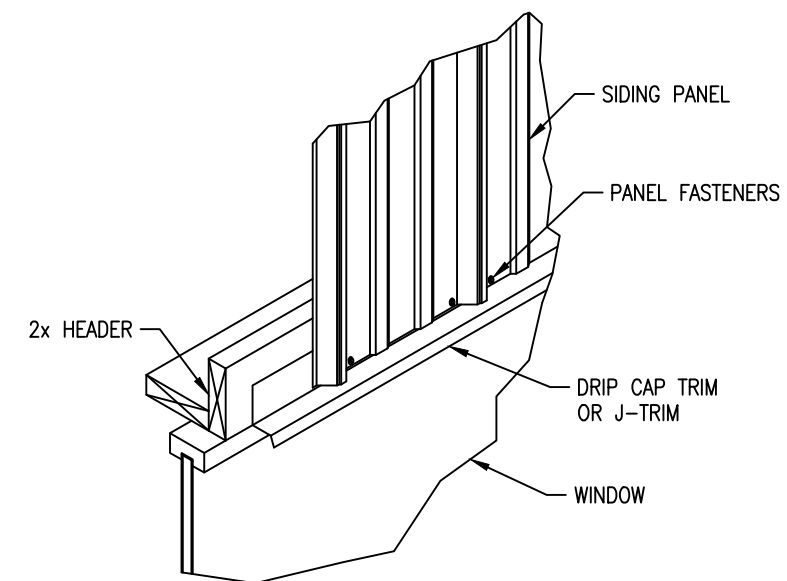
DOOR JAMB FLASHING
NOT TO SCALE



WINDOW JAMB FLASHING
NOT TO SCALE



BASE GUARD FLASHING
NOT TO SCALE

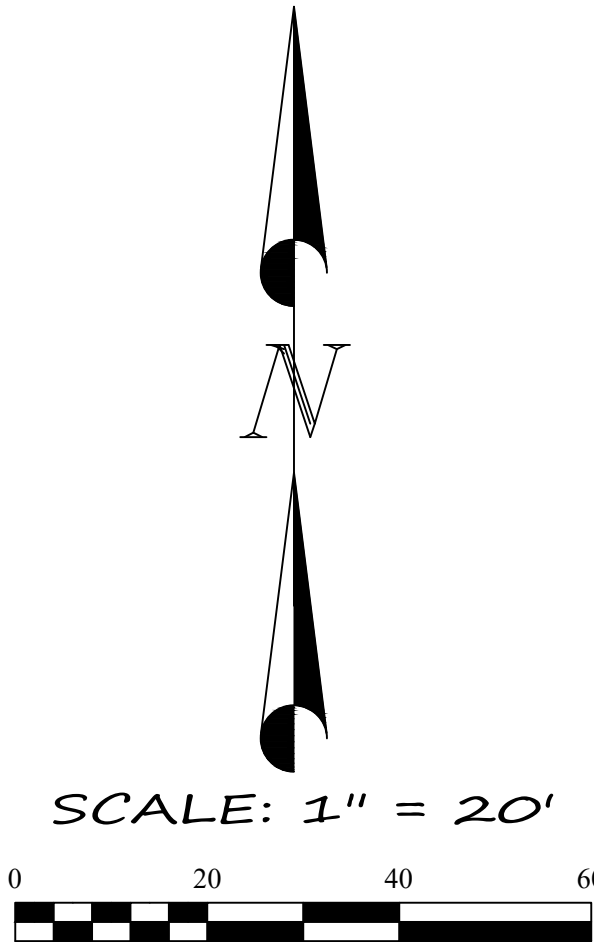
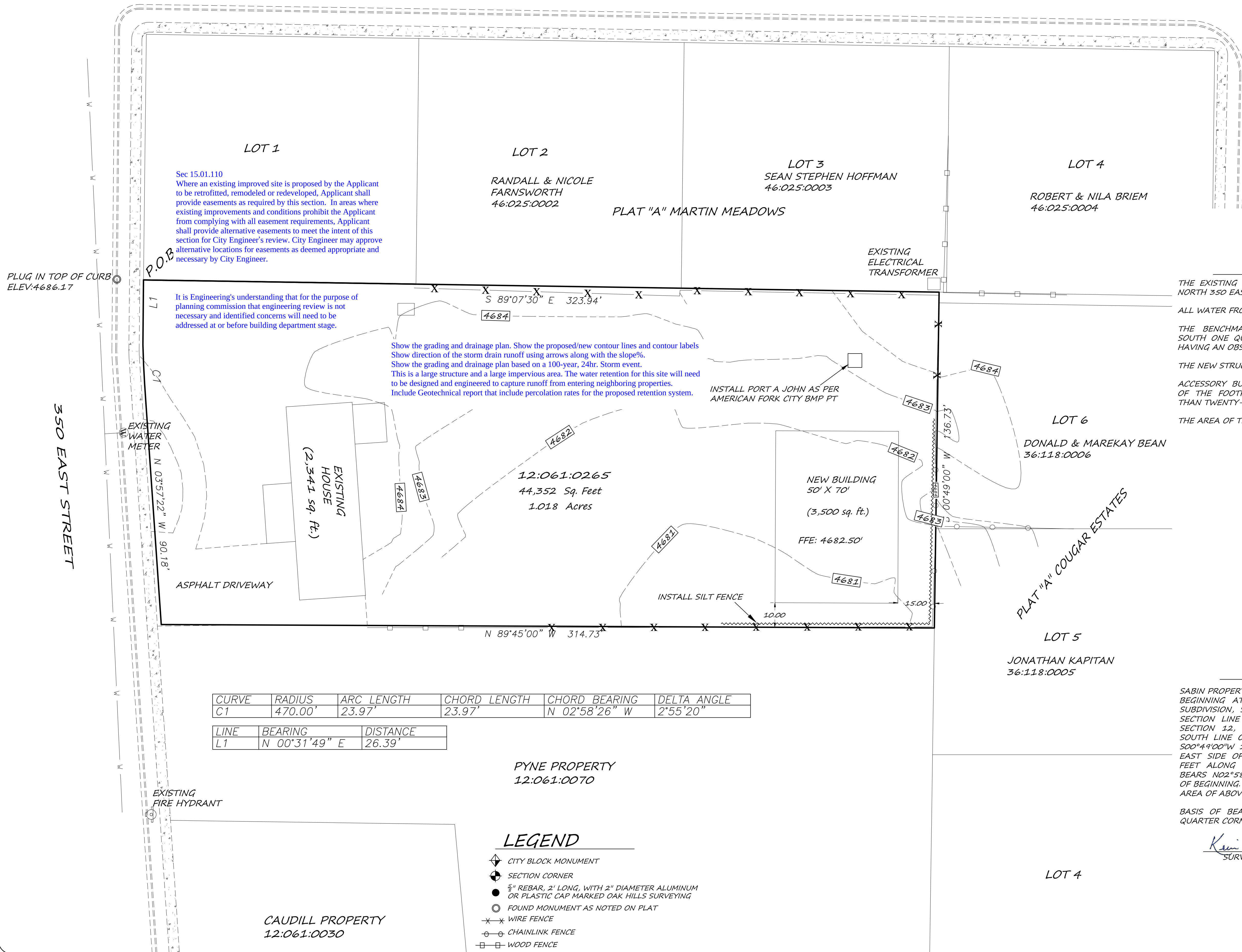


WINDOW / DOOR HEADER FLASHING
NOT TO SCALE

SABIN PROPERTY - SITE PLAN

LOCATED IN SW 1/4 SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M
AMERICAN FORK CITY, UT

800 NORTH STREET



GENERAL NOTES

THE EXISTING HOUSE LOCATED ON THE PROPERTY HAS A STREET ADDRESS OF 770 NORTH 350 EAST, AMERICAN FORK.

ALL WATER FROM ROOF RUNOFF OF NEW STRUCTURE IS TO BE RETAINED ON SITE.

THE BENCHMARK USED FOR ALL ELEVATIONS DEPICTED ON THIS PLAT IS THE SOUTH ONE QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, HAVING AN OBSERVED ELEVATION OF 4683.02.

THE NEW STRUCTURE WILL HAVE NO UTILITIES RUN TO ITS LOCATION **AT THIS TIME.**

ACCESSORY BUILDINGS SHALL NOT BE LARGER THAN AN AREA TWO TIMES THE SIZE OF THE FOOTPRINT (FOUNDATION) OF THE PRIMARY STRUCTURE, OR COVER MORE THAN TWENTY-FIVE PERCENT OF THE TOTAL REAR YARD AREA OF A LOT.

THE AREA OF THE REAR YARD AREA IS 30,778 SQUARE FEET.

BOUNDARY DESCRIPTION

SABIN PROPERTY: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, PLAT "A" MARTIN MEADOWS SUBDIVISION, SAID POINT BEING LOCATED N89°56'43"W 1911.86 FEET ALONG THE SECTION LINE AND NORTH 284.54 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M; THENCE ALONG THE SOUTH LINE OF MARTIN MEADOWS SUBDIVISION S89°07'30"E 323.94 FEET, THENCE S00°49'00"W 136.73 FEET, THENCE N89°45'00"W 314.73 FEET TO A POINT ON THE EAST SIDE OF 350 EAST STREET, THENCE N3°57'22"W 90.18 FEET, THENCE 23.97 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N02°58'26"W 23.97 FEET), THENCE N00°31'49"E 26.39 FEET TO THE POINT OF BEGINNING.

AREA OF ABOVE DESCRIBED PARCEL CONTAINS 1.018 ACRES.

BASIS OF BEARINGS IS N89°56'43"W ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 12 TO THE SOUTHWEST CORNER OF SECTION 12.

Kevin S. Bishop
SURVEYOR

JUNE 14, 2023
DATE

LEGEND

- CITY BLOCK MONUMENT
- SECTION CORNER
- 5/8" REBAR, 2' LONG, WITH 2" DIAMETER ALUMINUM OR PLASTIC CAP MARKED OAK HILLS SURVEYING
- FOUND MONUMENT AS NOTED ON PLAT
- WIRE FENCE
- CHAINLINK FENCE
- WOOD FENCE

Office locations:
American Fork, UT
P.O. Box 1796-3628
Kevin.Sabin@utah.gov

Member UCL/NSPS

OAK HILLS
SURVEYING

RECORD OF SURVEY FOR: **GRAYSON SABIN**

SECTION: 12	PROJECT ADDRESS: 350 EAST
TOWNSHIP: 5 SOUTH	AMERICAN FORK
RANGE: 1 EAST	
BASE MERIDIAN: SLB&M	CRD No.

PROJECT NO: 23-1211

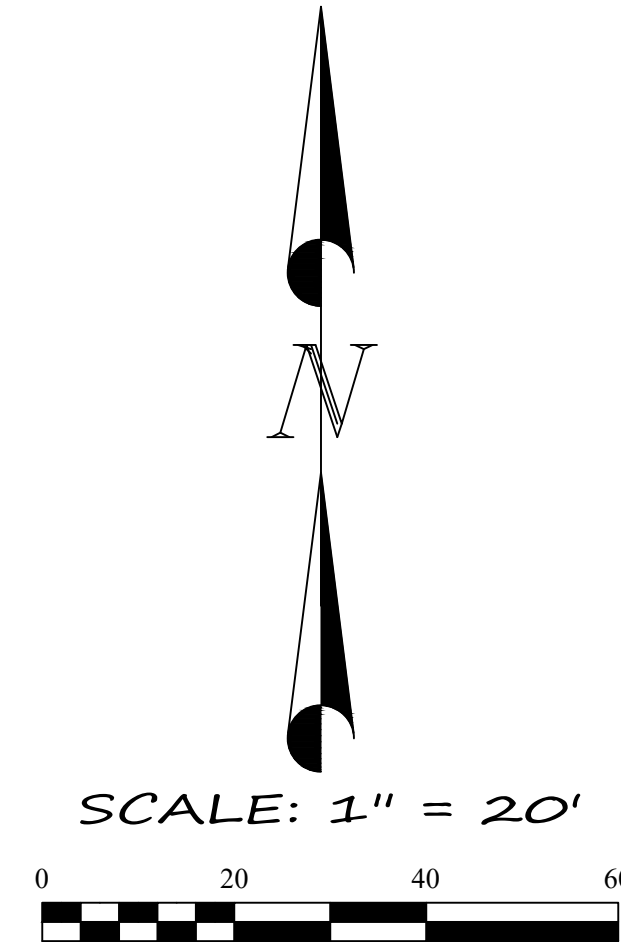
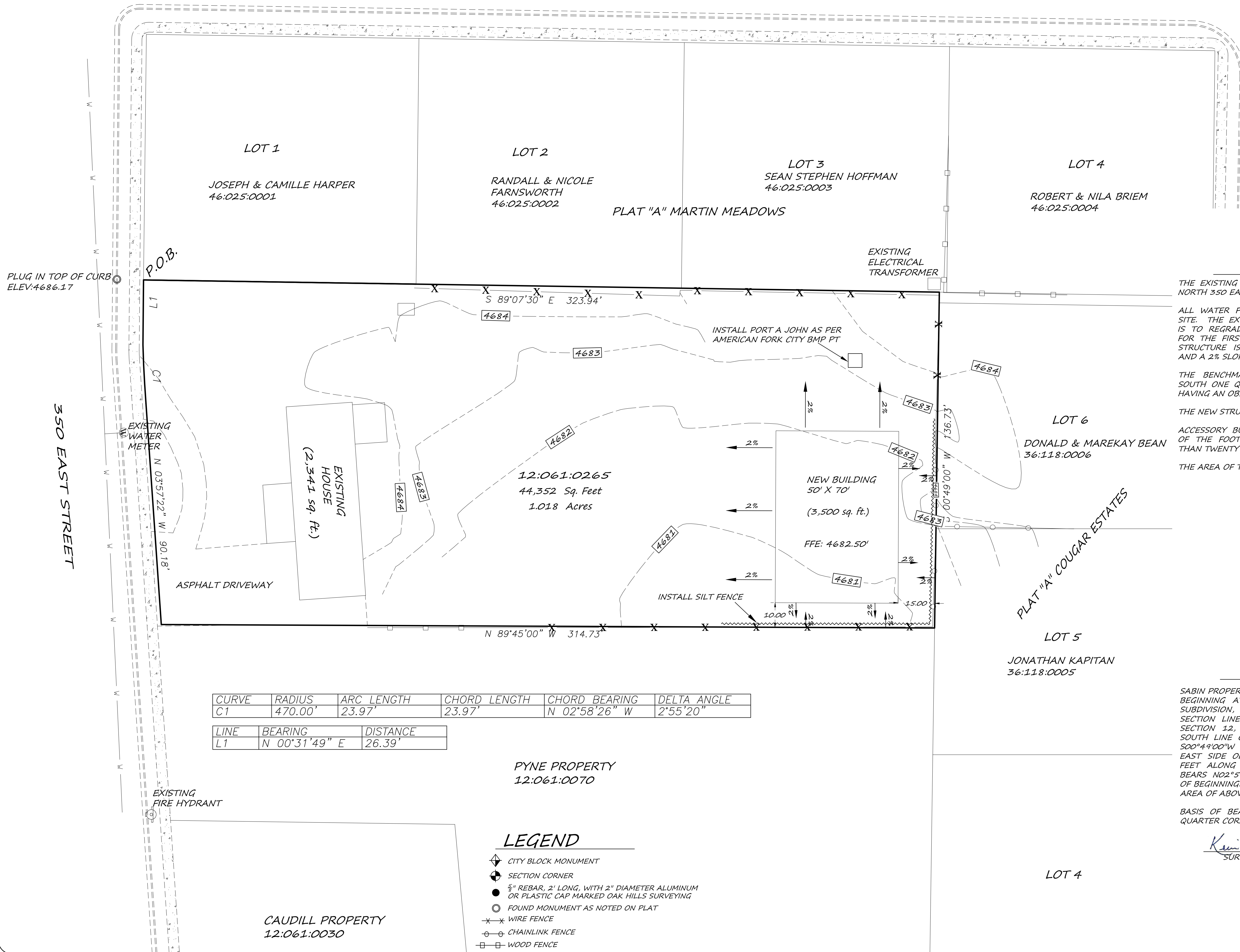
DRAWN BY: KSB	REVIEWED BY: KSB
APPROVAL DATE: 6/14/23	MAP SCALE: 1" = 20'

SHEET NO.
1 OF 1

SABIN PROPERTY - SITE PLAN

LOCATED IN SW 1/4 SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M
AMERICAN FORK CITY, UT

800 NORTH STREET



GENERAL NOTES

THE EXISTING HOUSE LOCATED ON THE PROPERTY HAS A STREET ADDRESS OF 770 NORTH 350 EAST, AMERICAN FORK.

ALL WATER FROM ROOF RUNOFF OF THE NEW STRUCTURE IS TO BE RETAINED ON SITE. THE EXISTING LAND ON THE NORTH AND WEST SIDE OF THE NEW STRUCTURE IS TO BE REGRADED TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM THE STRUCTURE FOR THE FIRST 20 FEET. THE LAND ON THE EAST AND SOUTH SIDES OF THE NEW STRUCTURE IS TO BE REGRADED FOR A 2% SLOPE AWAY FROM THE BUILDING AND A 2% SLOPE AWAY FROM THE PROPERTY LINE.

THE BENCHMARK USED FOR ALL ELEVATIONS DEPICTED ON THIS PLAT IS THE SOUTH ONE QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, HAVING AN OBSERVED ELEVATION OF 4683.02.

THE NEW STRUCTURE WILL HAVE NO UTILITIES RUN TO ITS LOCATION AT THIS TIME.

ACCESSORY BUILDINGS SHALL NOT BE LARGER THAN AN AREA TWO TIMES THE SIZE OF THE FOOTPRINT (FOUNDATION) OF THE PRIMARY STRUCTURE, OR COVER MORE THAN TWENTY-FIVE PERCENT OF THE TOTAL REAR YARD AREA OF A LOT.

THE AREA OF THE REAR YARD AREA IS 30,778 SQUARE FEET.

BOUNDARY DESCRIPTION

SABIN PROPERTY:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, PLAT "A" MARTIN MEADOWS SUBDIVISION, SAID POINT BEING LOCATED N89°56'43"W 1911.86 FEET ALONG THE SECTION LINE AND NORTH 284.54 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M; THENCE ALONG THE SOUTH LINE OF MARTIN MEADOWS SUBDIVISION S89°07'30"E 323.94 FEET, THENCE S00°49'00"W 136.73 FEET, THENCE N89°45'00"W 314.73 FEET TO A POINT ON THE EAST SIDE OF 350 EAST STREET, THENCE N3°57'22"W 90.18 FEET, THENCE 23.97 FEET ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N02°58'26"W 23.97 FEET), THENCE N00°31'49"E 26.39 FEET TO THE POINT OF BEGINNING.
AREA OF ABOVE DESCRIBED PARCEL CONTAINS 1.018 ACRES.

BASIS OF BEARINGS IS N89°56'43"W ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 12 TO THE SOUTHWEST CORNER OF SECTION 12.

Kevin A. Bishop
SURVEYOR
JUNE 14, 2023
DATE

Office locations:
American Fork, UT
Ph: (801) 796-3628
kevin.oakhills@gmail.com

Member UCL/NSPS

OAK HILLS
SURVEYING

RECORD OF SURVEY FOR: **GRAYSON SABIN**

SECTION: 12	PROJECT ADDRESS: 350 EAST
TOWNSHIP: 5 SOUTH	AMERICAN FORK
RANGE: 1 EAST	
BASE MERIDIAN: SLB&M	CRD No.

PROJECT NO: 23-1211
DRAWN BY: KSB
REVIEWED BY: KSB
APPROVAL DATE: 6/14/23
MAP SCALE: 1" = 20'

SHEET NO.
1 OF 1



Agenda Topic

Review and recommendation on a proposed Annexation Agreement, known as AF Utah LLC, located at approximately 6899 S 7750 N, American Fork City, UT 84003. On approximately 13 acres, the property will be annexed into American Fork City and be given the Transit Oriented Development (TOD) zoning designation.

BACKGROUND INFORMATION		
Location:		6899 S 7750 N
Project Type:		Annexation Agreement
Applicants:		AF Utah, LLC
Existing Land Use:		Transit Oriented Development
Proposed Land Use:		N/A
Surrounding Land Use:	North	Transit Oriented Development
	South	Transit Oriented Development
	East	Transit Oriented Development
	West	Transit Oriented Development
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		TOD
Surrounding Zoning:	North	Unincorporated Territory, RA-5
	South	TOD
	East	TOD
	West	TOD

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the TOD zoning designation assigned to the land, which would be for Transit Oriented Developments. As the property resides in the Transit Core – Mixed Use Core any development to be put on this property will have a minimum requirement of 55 dwelling units to the acre. Additionally, any buildings fronting 200 South will have a requirement of 100 percent ground floor office and/or retail space. All buildings fronting any other street in the Transit Core –



Mixed Use Core will require 25 percent ground floor office and/or retail space. The 25 percent equivalent may be satisfied collectively in one building or dispersed throughout the project area in various buildings.

The Annexation Agreement will talk about the Terms and Conditions of the agreement, one of which is the right of way to be conveyed to the City for 200 South and 250 South. 200 South will be classified as a Business Arterial and 250 South as a Local Thoroughfare. At approximately 100 West, located between 200 South and 250 South, there will be right of way conveyed for a pedestrian thoroughfare. All right of way to be conveyed to City will be shown on the street dedication map prepared by the Applicant and approved by the City.

17.20.060 Annexation Agreement

- A. Prior to final approval of any annexation, the proponent of an annexation and American Fork City shall enter into an annexation agreement specifying the terms and conditions of the annexation. Each annexation agreement will be based on a site-specific basis and the elements of the agreement may differ on each annexation. Because each annexation agreement may differ, each annexation shall be processed on a case by case basis with no precedent set by previous annexation agreements.
- B. Each annexation agreement shall be signed by both the Mayor of American Fork City, upon ratification by the City Council, and the proponent of the annexation. By signing the annexation agreement, both parties are agreeing to uphold the provisions of the agreement as written. Amendments to the annexation agreement may be completed only if agreed to in writing by the City Council and the applicant.
- C. The items listed below are issues that may be addressed in the annexation agreement, but are not necessarily a complete list of items that may be addressed by the City Council or staff.
- D. Each annexation agreement shall include a description of the property, complete with legal description and amount of acreage;
- E. Each annexation agreement shall include the designated zoning. The City Council may require actual density to be included in the annexation agreement, as well as the proposed development layout and provision of services. The circulation pattern for the area and alignment of other City services will be indicated to the City Council. However, approval of an annexation shall not be considered development approval. Following annexation approval, each applicant shall be required to complete the development approval process;

- F. Each annexation agreement will indicate areas proposed for trails, open space, and recreation areas. The agreement will specify ownership of these areas and any proposed maintenance arrangements.
- G. Each annexation agreement shall indicate the transfer and dedication of water rights or entry of a Water Conveyance Agreement. The City Council may require limits of disturbance plans to be indicated along water courses and bodies, steep slopes, wetlands, view sheds, and other environmentally sensitive areas.
- H. The City Council may impose any other appropriate requirements in the annexation agreement that will mitigate potential impacts to American Fork City.

Findings of Fact

1. The Annexation Agreement **MEETS** the requirements of Section 17.20.060.

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 17.20.060. Staff recommends **APPROVING** the application.

Potential Motions

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Agreement, located at approximately 6899 S 7750 N, 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 approximately 6899 S 7750 N, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Agreement, located at approximately 6899 S 7750 N, American Fork City, UT 84003, and instruct staff/developer to.....

ANNEXATION AGREEMENT (AF Utah LLC Annexation)

This 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 AF Utah LLC, a Utah limited company, (hereafter collectively 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 AF Utah 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), together with a plat (Attachment 2) 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. 2023-01-03 R, 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: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of 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 taking as defined pursuant to the terms of UCA 10-9a-103(6), 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 Land Use Element of the General Plan shows the Annexation Area classified as Transit Oriented Development. Therefore, the zone classification attached to the parcel shall be Transit Oriented Development, with a specific district assignment of Transit Core Mixed-Use Core, for areas designated as such under the Land Use Plan. A map illustrating the zone classification (Attachment 3a) has been prepared by the City and is made part of this agreement, along with an accompanying map designating the TOD district (Attachment 3b).

SECTION 5 - Right-of-way to be Conveyed: The City's Transportation Element of the General Plan provides for the development of 200 South as a Transit-Oriented Development Business Arterial and the City's Transit-Oriented Development Overlay identifies 250 South as a local thoroughfare. As a condition of annexation, Applicant hereby agrees to convey to the City any right-of-way necessary for 200 South and 250 South in the location shown on the street dedication map prepared by the Applicant and approved the City (Attachment 4). Applicant shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs within the Annexation Area, 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 if not already constructed at time of development.

The Transit-Oriented Development Overlay identifies placement of a pedestrian thoroughfare connecting at approximately 100 West between 200 South and 250 South through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for the pedestrian thoroughfare in the locations shown on the plat prepared by the Applicant and approved by the City (Attachment 4). Applicants shall have no obligation to construct any pedestrian improvements unless and until any improvement or development occurs within the Annexation Area, 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 pedestrian improvements at the time of improvement or development.

Applicant shall have no obligation to construct any improvements to the ROWs unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

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. A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is its 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.

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 to be dedicated to City. 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 Christopher Simms, 4821 Atlantic Blvd, Jacksonville, Florida 32207

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties 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 AF Utah, LLC Annexation and consists of 13 acres at approximately 6899 S 7750 North. 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:

Contact Petitioner:

Name: Christopher Simms, Manager AF Utah, LLC
Address: 4821 Atlantic Blvd, Jacksonville FL 32207
Phone Number: 704-941-8101
Email: chrissimms@gmcapartmentlife.com

Petitioner:

Name: AF Utah, LLC
Address: 4821 Atlantic Blvd, Jacksonville FL 32207
Phone Number: 704-941-8101
Email: chrissimms@gmcapartmentlife.com

Petitioner:

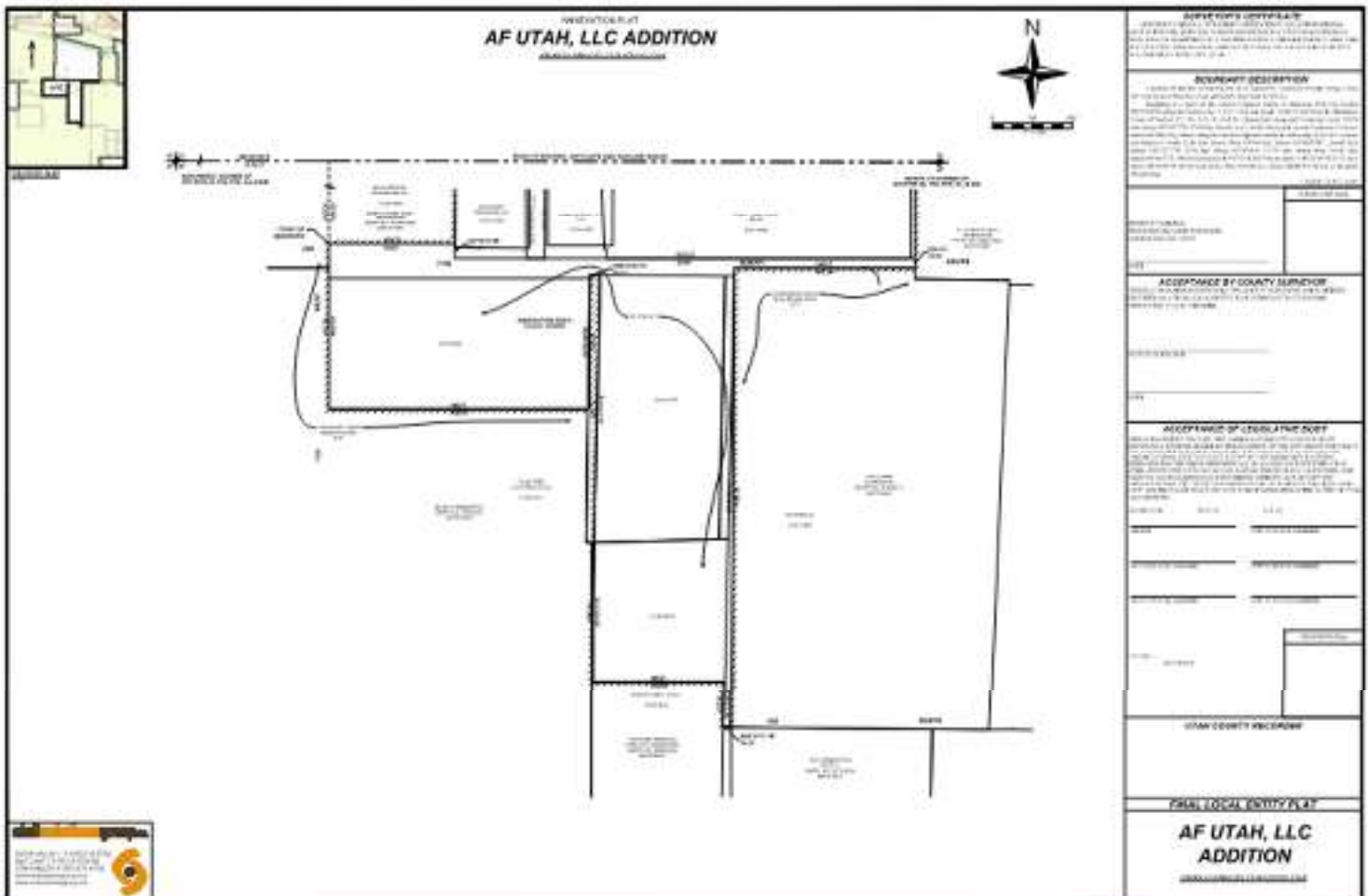
Name: _____
Address: _____
Phone Number: _____
Email: _____

- 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.

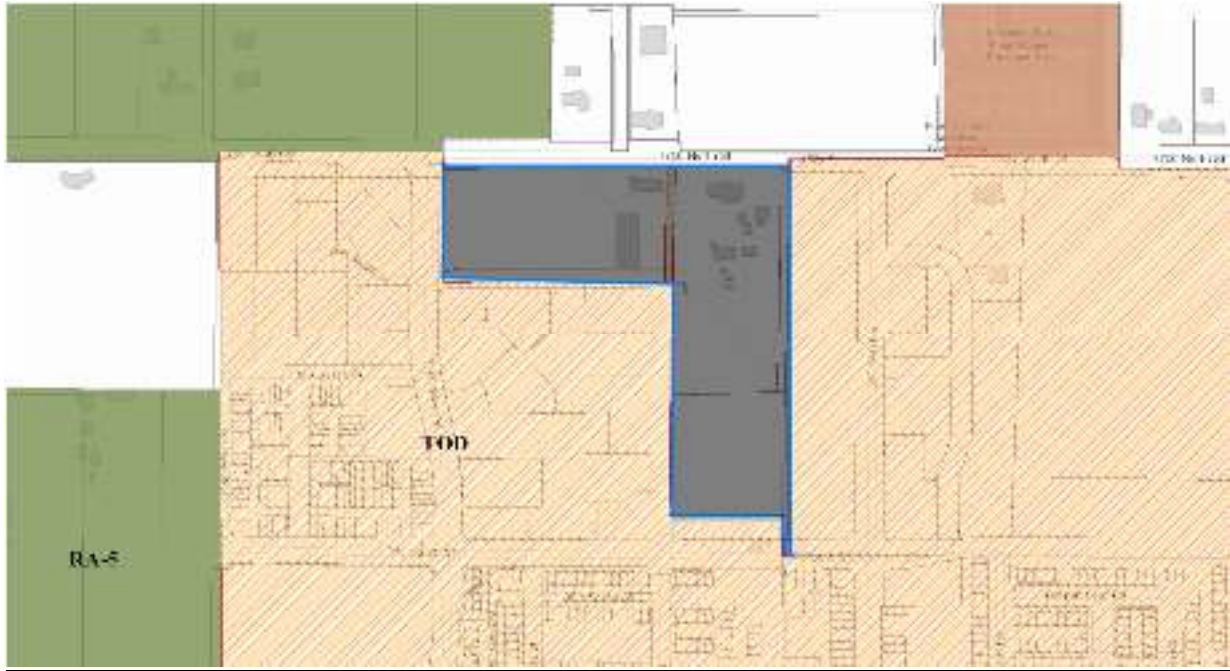
Attachment 2

A portion of the NW1/4 and the SW1/4 of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows: Beginning at a point on the current Corporate Limits of American Fork City located S89°53'29"E along the Section line 1,113.17 feet and South 1,540.33 feet from the Northwest Corner of Section 22, T5S, R1E, S.L.B. & M.; thence East along said Corporate Limits 318.76 feet; thence S0°55'57"W 37.54 feet; thence East 1,165.63 feet to said current Corporate Limits of American Fork City; thence along the current Corporate Limits the following 12 (twelve) courses and distances: South 23.88 feet; thence West 457.04 feet; thence S0°20'20"W 1,166.48 feet; thence N89°22'17"W 19.70 feet; thence N1°17'46"E 117.95 feet; thence West 336.00 feet; thence N0°46'31"E 350.26 feet; thence N1°17'37"E 680.79 feet; thence N89°21'09"W 25.71 feet; thence S0°52'49"W 339.02 feet; thence West 656.00 feet; thence North 417.58 feet to the point of beginning.

Contains: 14.90+/- acres

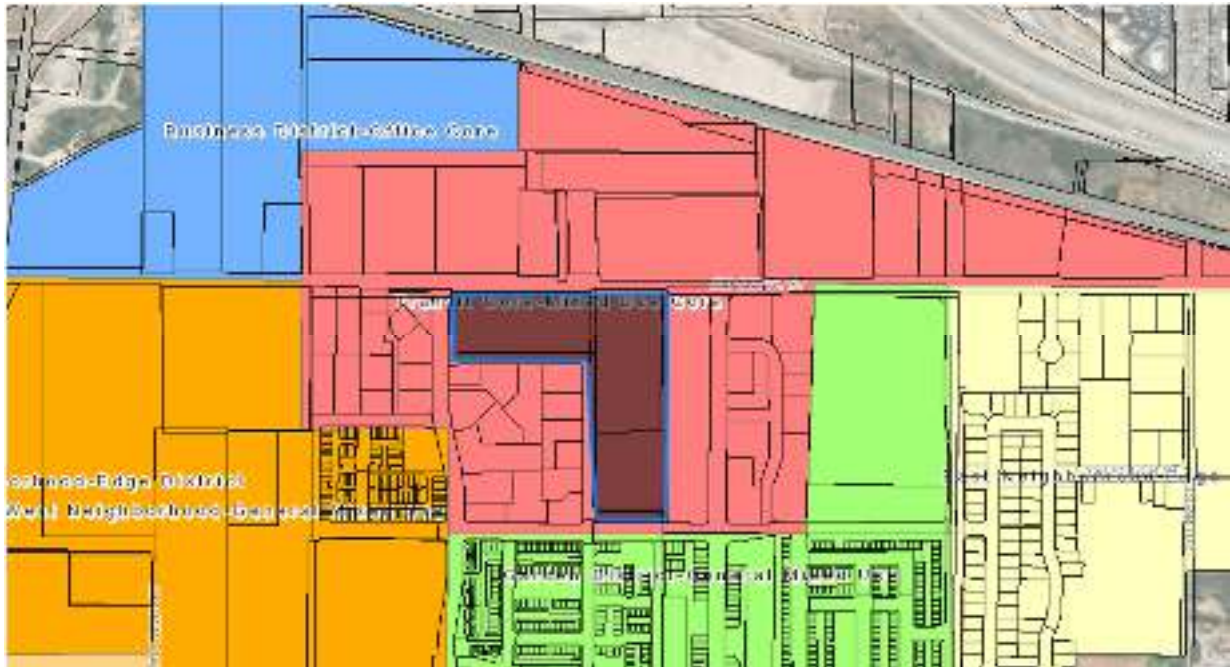


Attachment 3 A



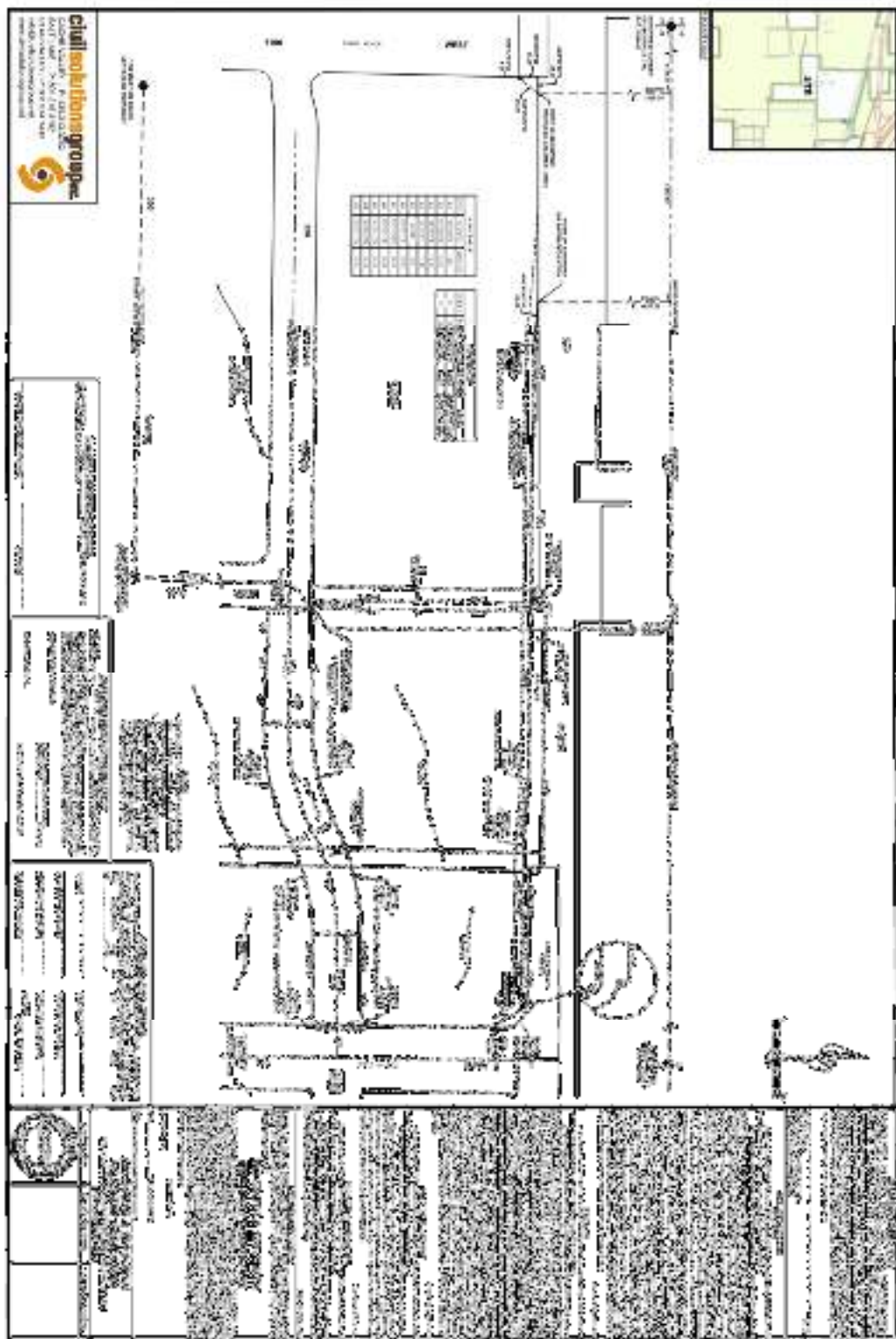
3 A highlights the zoning designation as Transit Oriented Development (TOD)

Attachment 3 B



3 B illustrates the district designation of the annexation property as Transit Core-Mixed Use Core and is subject to all of the zoning and district requirements outlined in Sec 17.6.608 of the American Fork Municipal Code

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.

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)

)

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)

)

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