



AMERICAN FORK CITY AMENDED PLANNING COMMISSION AGENDA

**Regular Session
April 17, 2024
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 April 17, 2024, 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 March 20, 2024, 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 Minimum Level of Improvements Required Prior To Issuance of Building Permits, of the American Fork City Municipal Code. Amending Section 17.5.126 (D), the Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.
- b. Public hearing, review, and recommendation on a proposed amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan, to update the Implementation Strategy.
- c. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as TOD Parking Requirements, of the American Fork City Municipal Code. Amending Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements), the Code Text Amendment plans to increase the parking requirement for LT-8 and LT-9.
- d. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as the Issel Code Text Amendment, of the American Fork City Municipal Code. Amending Section 17.7.603, the Code Text Amendment plans to reduce the minimum area of a project from four (4) acres to two (2) acres.

4. **Action Items** (Action Items is that class of Commission action that requires further discussion on Amended Final Plats and Site Plans that alter the land use characteristics of American Fork City. The Planning Commission will have authority to approve some Site Plans, depending on the zoning district the said Site Plans are in. Amended 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 proposed Zoning for the Coleman Annexation, located at approximately 5141 W 6400 N, American Fork City, UT 84003. On approximately 6.20 acres, the property will be annexed into American Fork City and be given the Marina/M-1 zoning designation.
- b. * Review and recommendation on a proposed Zoning for the Harbor Road Annexation, located at 6500 West 6800 North, American Fork City, UT 84003. On approximately 90 acres, the property will be annexed into American Fork City and be given the SP and PR-3.0 zoning designations.

5. Other Business

- a. Upcoming Projects

6. Adjournment

Dated this 16th day of April 2024

Patrick O'Brien

Development Services Director

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

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AMERICAN FORK CITY PLANNING COMMISSION REGULAR SESSION

March 20th, 2024

The American Fork City Planning Commission met in a regular session on March 20th, 2024 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Chris Christiansen, Rodney Martin, Bruce Frandsen, David Bird, Harold Dudley

Commissioners Absent: Christine Anderson, Jenny Peay

Staff Present:

Patrick O' Brien	Development Services Director
Travis Van Ekelenburg	Planner
JJ Hsu	Project Engineer
Angie McKee	Administrative Assistant I

Others Present: Steve Reiber, Debbie Rieber

REGULAR SESSION

Chris Christiansen led the "Pledge of Allegiance"

Roll Call

COMMON CONSENT AGENDA

- 1. Minutes of the March 6th, 2024 Planning Commission Regular Session.**

Bruce Frandsen motioned to approve the Common Consent agenda.

Rodney Martin seconded the motion.

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Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE

The motion passed

ACTION ITEMS

- a. Review and recommendation on an ordinance amending Section 17.7.601(B), relating to allowed uses in planned commercial developments.**

Patrick O'Brien reviewed the background information for Action Item letter a: Staff has initiated a Code Text Amendment to amend Section 17.7.601 (B) of the American Fork City Municipal Code. The proposed amendment looks to remove language associated with retail and service commercial warehouse structures and car washes.

Patrick O'Brien: The potential reasonings for why we're looking at amending certain permitted uses, we can provide them in other areas of the city and ease congestion on main throughfares. If you want to continue your discussion or if you have any points that were brought up at the last meeting, I'd be happy to provide further staff perspective.

Chris Christiansen: Any additional comments? We were limited on commissioners at that discussion the last time, we are still limited on that as well.

Patrick O'Brien: I think reading the minutes, it looked like there was a stronger consensus towards making a recommendation of approval for making the change of the office warehouse, and moving forward with that but making a recommendation to city council of not approving the car wash use?

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Rodney Martin: Well, yeah not approving the exclusion of car washes.

Patrick O'Brien: Okay, sorry.

Rodney Martin: I still don't have a problem with car washes in the GC-2.

David Bird: Nor do I.

Chris Christiansen: Okay.

Bruce Frandsen: I don't either.

Rodney Martin: I'm happy to hear any arguments to the contrary.

Chris Christiansen: So, this should address two of these and combine them into one motion.

Patrick O'Brien: Yeah, so you could make a recommendation to approve the warehouse removal, and voice your concerns about the removal of the car washes, or to remove that. Whichever you see fit.

Bruce Frandsen: So, let me be clear on this. The current code says they can have warehouses, and they can have car washes, correct?

Patrick O'Brien: Correct.

Bruce Frandsen: The recommendation from staff is, they can do everything else, but no warehouses and no car washes?

Patrick O'Brien: And the recommendation from planning commission could be recommending it to Council with the warehouse element removed, but the car wash remaining.

Bruce Frandsen: I have no problem with car washes, and i am having a hard time with a warehouse. I don't know, the concern about a warehouse is what?

Patrick O'Brien: So, our general commercial is what we have along 500 East. It's meant to have that retail commercial frontage, rather than a tilt up warehouse building like is more traditional in our planned industrial zone. We will still allow for it in parts of the city, we are also outlining that we do allow for the use of warehousing as a supportive mechanism for that retail commercial, but having it souly be a warehouse with maybe 1000 square foot of office space at the front, but 80,000 square foot of warehouse at the back, changes the dynamic, and goes against the intent of what that zone is intended for.

Bruce Frandsen: I just remember looking at the map, and I didn't see any massive 100-acre chunks where we would be throwing (warehouses). I can see from the map that we have smaller parcels, where a warehouse may be, you know, 3000 square feet. I don't see any 80,000 square foot tilt ups going in any of these zones.

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Patrick O'Brien: We do have one, it's the new Pando building. It's not in the GC-2, but it's essentially adjacent to it in the PC zone. It allows for it, but it's not the greatest type of thing. It doesn't generate the traffic that you really want it to have from a commercial standpoint, or as service commercial I should say, to support the residential high density that it has around it. I think that's where the adjacent zones interact with what we are trying to do of saying general commercial is intended to have service commercial and retail elements that support the residential. Warehousing... Nothing wrong with it, it's just a more specific use and a little bit more industrial, and we do have those spaces dedicated to that. It has less demand for traffic, so it doesn't matter if it's right on a I-15 Intersection. It does for some of these major tenants that are trying to come in with some of that commercial or retail uses.

Rodney Martin: From what I have seen over on 5th East at the freeway interchange there, that looks like the biggest area, down along 5th East and then down to the interchange.

Patrick O'Brien: Yeah, we've got a couple pockets of it along State Street, but overall, we are trying to capture that passive consumerism or that passive retail element as you go to work in the morning, or as your coming home in the evening, as people are traveling along that main interstate corridor, if they come off to utilize those functions.

Rodney Martin: Yeah, I don't see a problem with sort of protecting that interchange there at 5th East, in the GC-2 zone there. But like you said Bruce, some of these other little pockets, I just don't see how a huge building would make a difference. If we have to adopt something that's going to cover the GC-2 as a whole, storage warehouse, I don't have a problem excluding. Car washes, being a retail type thing, you know consumers want it, I would just pull that from the change.

David Bird: Yeah, I see it the same way. I see car washes as more of a commercial nature, and warehouses are more industrial.

Patrick O'Brien: We also have to consider, when we are looking at what we do have, you also look at the zoning map and a lot of un-annexed land in the city, or a lot of land that could potentially expand into that GC-2, that may be under a different zone right now as well. Also, you think there's a significant commercial center that we could have on the state development land, the GC-2 could be a huge use for that. That is in our annexation boundary, so we're looking at a much larger picture. Not just what we have right now, but what we can have as a city, and how we can protect those uses and stop that very easy one coming in, where a tilt up is a lot easier, instead of building something that integrates into the community.

Bruce Frandsen: I appreciate the comments over this. You have swayed me, shall I say. I think that makes sense.

David Bird: Put that in the minutes.

Bruce Frandsen: Strike that from the minutes.

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Chris Christiansen: So, the way I understand this is we can have provisions for warehouses in other zones. The car washes however, if it's excluded here, it's excluded across all zones, I don't think it's allowed in any other zone.

Patrick O'Brien: We do permit it in our shopping center zone, and we can also look at including it in other zones. That is the reason we are looking at pulling it out. That main corridor at 5th east, it's heavy traffic, and a lot of the places that we see car washes going in are on those corner lots. They generally do spill out around onto those main thoroughfares. You think of some of the tenants in adjacent cities, as well as in our own city where that stuff goes out to State Street, and it impacts the movement of traffic because they're popular. They're great. I have memberships to one of these. But they can't accommodate all of their clients in their cue lanes, at their peak demands. It impacts a lot of different elements. So having them somewhere that's not as critical in terms of a retail or commercial, or just that major corridor for us to get EMS in and out. If there's accidents in other parts of our community. We're trying to think way outside the envelope of just a single parcel of land, and it's hard. Ideally, we still want them to have that frontage, but corner lots are always the problem. You end up with dual frontage, it's challenging. Also, I understand it does fit that use.

David Bird: I don't know if they can get anymore backed up than In N Out Burger, or Chick-fil-A, they have some pretty long lines.

Patrick O'Brien: Every single one of them queue on their site though.

Rodney Martin: Right, and we could change code or verbiage or something like that, to require carwashes to have a certain amount of feet length in their driveways and stuff like that. I think that's something that we should address if you want to talk specifically about car washes. So, I don't think that's here nor there.

Chris Christiansen: There are already some of those requirements with UDOT. The one that sticks out to me is Dell Taco right over on 900 West. I remember talking about that when they were looking to put Appolo Burger in. I don't know how that passed back when it did, but that entrance at Dell Taco would never happen today, right. So there are already some things there to help alleviate some of that, but this is not UDOT right?

Patrick O'Brien: It's American Fork.

Chris Christiansen: But State Street is, so...

Patrick O'Brien: Sorry, parts of 5th East are in American Fork, and parts are UDOT.

Chris Christiansen: So, Between State and the freeway...

Patrick O'Brien: South of some of the freeway is UDOT as well, so I guess we do have mechanisms to control that.

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Chris Christiansen: A little bit, yeah. But car washes on a road where you have a lot of traffic makes a lot of sense to me. I don't want to go out of my way to go find a car wash.

Patrick O'Brien: And directly on the warehouse use, there is another code amendment in the public hearing section, related to the percentage of a warehouse you can have. Because if you have a grocery store come in, perfect retail use, they'll have a warehouse element for their storage of goods. So, we're not against the warehouse, it's just as your primary use, warehouse is not conducive to passive consumerism.

Chris Christiansen: Okay, any more discussion from the Commission? Okay, we can entertain a motion.

Rodney Martin moved to recommend approval for the proposed code text amendment amending section 17 7601 B title planning commercial development projects relating to allow use of the planned commercial developments and providing effective date for the ordinance with the exclusion of carwashes in the verbiage.

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE

The motion passed

- b. Review and action on an application for an Accessory Structure, known as Reiber Accessory Structure, that is 1000 square feet or greater, located at approximately 265 East 400 North, American Fork City. The Accessory Structure will be on approximately 1.55 acres and will be in the R2-7500 Residential Zone.**

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Travis Van Ekelenburg reviewed the background information for Action Item letter b: 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 project is looking to create an accessory structure on a vacant lot. Where no main building is on the lot, the accessory structure must be placed 75' from the front lot line and follow rear and side setbacks associated with accessory structures, which would be 5' from the property lines. The current proposal follows those requirements. Additional requirements will need to be addressed after the Planning Commission's determination, such as engineering and fire comments, and the recording of an Adequate Assurance Form with Utah County.

David Bird: Can you go back to the one that has the dimensions on it?

Travis Van Ekelenburg: I sure can. Anything in particular?

Bruce Frandsen: 1200 Square feet.

Travis Van Ekelenburg: There's a few conditions of approval. As you can see stated findings of fact and these particular applications meeting requirements of code and so we're recommending approval with the conditions listed. Any questions for staff?

Bruce Frandsen: I don't have a question; I have a comment though. I've always had a question about where 1000 square foot comes from. You know, I went through this a few months ago. We have an acre and a half here, and we want to put a 1200 square foot building on it, and we drag him in here to Planning Commission. I don't know, I would like to see as readdressed in the code. I know we have that in the code where if you put it on in your backyard, you can't exceed twice the size of your yard or 25% of what remains in your backyard. I don't know, I'd like to see us really rethink that. As to why, if this was 999 square feet they wouldn't be here.

Harold Dudley Entered the meeting

Travis Van Ekelenburg: I think historically it was smaller. I think part of the reason why that's popped up in a lot of municipalities, is that you get to a point with structures to where they have such an impact on the community and the neighborhood regardless of the size of a lot, that since the code is written in a way that there are certain parameters, how big it can be, placement, those types of things, that we have to have some kind of mechanism to review them and to take a look at the impact it's going to have for residential neighborhoods. So, there has to be some kind of mechanism at some point for that. If we don't have that, then people kind of go crazy and do whatever they'd like to on their property. So, it's just a just a formality in a lot of ways, for the planning commission and the city to take a little deeper look at it.

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Rodney Martin: So, what was the thing we passed that Councilman Shelton was presenting last time with regards to I thought, this.

Patrick O'Brien: So, that did go forward. The city council tabled it because there was still a lot of arbitrary language. We have a number in there. What is that number? Some stuff didn't jive with state code. We have a state code requirement for a permit that is triggered regardless of who reviews it. They wanted a little bit more teeth in terms of who would be reviewing it, so that there's not arbitrary decisions made.

Rodney Martin: By a single person?

Patrick O'Brien: Well, you look at it and you said this material is acceptable, and another person looks at it and says it's not. Are you looking at it in an architectural perspective if it's sheet metal, and it doesn't meet with it, or are you looking at it from my perspective of it's like framing material, and, you know, it's utilizing that light frame material utilized on other buildings all around? Is there a construction material or an architectural materials side of it? So, it actually has gone back to a work session recently with city council. It's with legal now and she's drafting something else to bring back to them. If they're satisfied with that it will come back to planning commission.

Rodney Martin: If we are working on it that's good.

Patrick O'Brien: Actually, I think the extent of changes that will be coming would probably require it to come back to planning commission. But there's a possibility it may just go straight to council. It is being addressed and pulling out the 1000 square foot. You will not see it, most likely, as planning commission anymore. You could potentially be the appeal body, but anything over 200 square foot will require a permit and then it will go straight to the chief building official and the building division. We won't have accessory structures at planning commission anymore.

Rodney Martin: And I recommend, you know, let's look at percentages. If you have 3 acres, you know.

Patrick O'Brien: That is what we are looking at, because we have a percentage requirement of open space that still needs to be less, so we're looking at a percentage of that and also ensuring that if it's an accessory structure, accessory as a language, makes you feel like it's subservient to your primary structure. So therefore, it either needs to be smaller or at maximum the same size. There are a lot of things that are trying to be figured out and trying to be fair to everyone where it comes to use, because we still have an agrarian component within our city as well. So, trying to factor everything in where there's something in there for everyone and ensure we don't have these problems as we go into the future. But yes, this project, no issues on our end.

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Chris Christensen: If we get rid of this, we are not going to have the opportunity to recruit future commissioners here! All right, any other comments, or questions for staff? We'd invite the applicant if you'd like to tell us a bit about your project. Just state your name for the record.

Steve Reibar: My name is Steve Reibar. It's an odd shaped acre and a half and we're putting it at least 300 feet back from the road and because of the size it has to come before you. It will have a dirt floor and we are using it to store farming equipment in it.

Chris Christiansen: Okay, thank you. It's a nice-looking building. Little jealous.

Steve Reibar: I'm trying to do everything the way the city has asked so everything isn't quite complete. I think Travis knows that and those things are all in line. Price was one of them and I don't think you need that, but I have to present that back to the city. Anything else (that I need to tell them) Travis?

Travis Van Ekelenburg: No, you're good. According to engineering everything is going to be easily handled.

Chris Christiansen: Okay, Thank you.

Steve Reibar: Any other questions?

Bruce Frandsen: So, is this a pure agricultural building?

Steve Reibar: Yes, I'll put tractors in it. There's quite a big section of that property that is farmed, and we sell the produce off of that.

David Bird: Just looking at the map, you said your setback was the 300 feet or whatever. What about the surrounding neighbors? Is this going to impact any other residents?

Steve Reibar: We own the home to the east, the home to the north is probably 100 feet.

Patrick O'Brien: All the setbacks will be met.

Steve Reibar: On the setbacks we're at least 6 feet on the North side, and the East side. But one question I had for Travis, where can a resident find out easements?

Travis Van Ekelenburg: Well, they're typically recorded with the county, are you thinking that you're in one, or?

Steve Reibar: No, no, I know what easement is on the road across the street to the east. I know there's an easement there and I have an easement through the property, about 117 feet from the building for CenturyLink. Other than that, I don't know of anything.

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Travis Van Ekelburg: If you'd like outside of this meeting, when we could talk and take a look at that.

Steve Reibar: Yeah, I'd like to find out. I just don't know where they are. One is one is identified on the east side across the street.

Travis Van Ekelburg: Yeah, we can help you with that.

Chris Christiansen: Thank you. Any other questions?

David Bird moved to approve the proposed Residential Accessory Structure that is in excess of 1000 square feet, located at approximately 265 East 400 North, American Fork City, UT 84003, in the R2-7500 zone, subject to any conditions found in the staff report.

Rodney Martin seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

- c. Review and recommendation on proposed Zoning for the Skidmore Annexation, located at approximately 6411 N 5750 W, American Fork City, UT 84003. On approximately 7.65 acres, the property will be annexed into American Fork City and be given the Planned Industrial (PI-1) zoning designation.**

Patrick O'Brien reviewed the background information for Action Item letter c: The applicant has applied for annexation within American Fork City. The project area looks to have the PI-1

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zoning designation assigned to the land, which would be for Planned Industrial Projects. The land use for the property went through a land use map amendment on August 22nd, 2023, and was approved by the City Council. The entirety of the 7.65-acre parcel will be brought into American Fork City for this annexation. Along with the annexation, there will be major collector road dedication plats for 1500 South and 100 East and a local road alignment traversing the annexing property.

Harold Dudley: Can you go back to the aerial real quick?

Patrick O'Brien: Current use will be grandfathered in as well on the on that property. It's when that change of use happens, they'll need to meet the existing zoning regulations. But the annexation is to support the future development of the adjacent parcel with the Skidmore's.

Chris Christiansen: Any other questions for staff?

Patrick O'Brien: If you are going to do one of these, can I just make a comment that within the motion that it's recommended approval for the proposed zoning within the annexation agreement or denial for the proposed zoning in the annexation agreement.

Chris Christiansen: If there is no more discussion, we can entertain a motion.

Rodney Martin moved to recommend approval for the proposed zoning within the Annexation Agreement, located at approximately 6411 North 5750 West, American Fork City, UT 84003, subject to any conditions found in the staff report.

Harold Dudley seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

PUBLIC HEARINGS

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- a. **Public hearing, review, and recommendation on a proposed Zone Change, known as Horan Home, located at 620 South 800 West, American Fork City, UT 84003. On approximately 3.57 acres, the property proposes to change from the PR 3.0 zone to the RA-1 zone.**

Travis Van Ekelburg reviewed the background information for Public Hearing letter a: The applicant has applied for a proposed Zone Change. The project looks to change the current Planned Unit Development (PR-3.0) Zone to a Residential Agricultural (RA-1) Zone. The RA-1 zone provides different uses on the property that would encourage the keeping of livestock for single family homes. The minimum requirements for an RA-1 zone would be to have a one (1) acre lot with 150' of lot width and 100' of lot depth. The current lot meets all those criteria and can be eligible for an RA-1 zoning designation. This parcel has gone under a density transfer for the lot to establishment more density in another subdivision. Because of the density transfer, this 3.57 acre lot has less density associated with it than the original PR-3.0 zone could allow.

Travis Van Ekelburg read a statement from the applicant. (see attached)

Chris Christiansen: Thank You. Any questions for staff? Any discussion amongst the commission?

Public Hearing Opened

No Comments

Public Hearing Closed

Chris Christiansen: We can entertain a motion.

Bruce Frandsen moved to recommend approval for the proposed Zone Change, located at 620 South 800 West, American Fork City, UT 84003, from the PR-3.0 Zone to the RA-1 zone, subject to any conditions found in the staff report.

David Bird seconded the motion.

Voting was as follows:

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Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

b. Public hearing, review, and recommendation on an ordinance amending Section 15.14.014 regarding the adoption of the international fire code.

Chris Christiansen noted that this item was pulled from the agenda.

c. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Detailed Drawings, of the American Fork City Municipal Code. Creating Section 15.01.1531, the Code Text Amendment plans to provide new cross sections for roadways throughout the City.

JJ Hsu reviewed the background information for Public Hearing letter b: Staff has applied for a Code Text Amendment to create Section 15.01.1531 of the American Fork City Municipal Code. The proposed amendment looks to provide standards for road cross sections in the TOD area of the City. Each standard will provide the dimensions for travel lanes, concrete shared use paths, medians/turn lanes, sidewalks, etc. Each standard is specific to the TOD area, its character districts, and what's been adopted on the Transportation Master Plan.

Patrick O'Brien: This is straight up engineering.

Chris Christiansen: JJ, do you want to address?

JJ Hsu: So typically, will change the updated collectors of the TOD. Currently we have parking on both sides of the road which is very dangerous as the emergency vehicle cannot go through. So now, we have the option of parking on only one side only, and every 3 foot of the shoulder. It will make 12-foot travel lanes so that the emergency vehicles can go through during that time.

Chris Christiansen: Before it was more narrow lanes, and trying to put parking on both sides, now we are changing this to be parking only on one side, making it a little bit wider drive lanes?

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JJ Hsu: That is correct.

David Bird: So, going one way you are able to park, and going the other way you can't.

Bruce Frandsen: What are the bike lane requirements on the collectors down there right now?

JJ Hsu: Right now, because it is TOD area, I think they have a back shoulder they can use in some locations. It's not on the paved road.

Bruce Frandsen: Okay, so, this cross section, which is down here in the TOD, some places we have five-foot sidewalk, four-foot strip, five-foot bike lane, four-foot strip to curb and gutter. Now parking. And we do the same thing on the other side of the road. Do these collectors have that? I know some of them down there don't have that.

JJ Hsu: Right now, we have options. We have a park strip, and sometimes it's not a park strip, it's a concrete path for the bike lane.

Bruce Frandsen: And they paint it green.

JJ Hsu: Yeah.

Bruce Frandsen: Will this cross section have a bike path on the roadway? Because down there right now, everybody parks on the roadway on top of the bike paths.

Chris Christiansen: So, looking at what was in the packet here, it shows right behind the curb and gutter, a two-foot buffer with a six-and-a-half-foot, colored green, cycle track on both sides.

Rodney Martin: So, it is outside of the curb and gutter.

JJ Hsu: Outside the paved area.

Bruce Frandsen: So, it's outside the curb.

Rodney Martin: Which makes sense, the other way it doesn't.

Bruce Frandsen: The way we have done it in the past, they are parking all over the bike lanes.

Chris Christiansen: Any other questions for engineering, for JJ? Any other discussion? Thank you, JJ.

Public Hearing Opened

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No Comments

Public Hearing Closed

Harold Dudley moved to recommend approval for the proposed Code Text Amendment, creating Section 15.01.1531, titled Detail Drawings, relating to cross sections in the TOD area and providing an effective date for the ordinance.

Rodney Martin seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

- d. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as “R” Definitions, of the American Fork City Municipal Code. Amending Section 17.12.218, the Code Text Amendment plans to provide a new definition for retail and service commercial structures.**

Patrick O’Brien reviewed the background information for Public Hearing letter c: Staff has initiated a Code Text Amendment to amend Section 17.12.218, known as “R” Definitions, of the American Fork City Municipal Code. The proposed amendment looks to make a new definition for retail and service commercial structures. Rather than having most of the building reserved for warehousing, staff is proposing to have more than 80 percent reserved for retail and service commercial uses and 20 percent used for storage.

Chris Christiansen: This is what Patrick was talking about earlier. Any questions for staff?

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David Bird: Let me ask real quickly, 80 percent for the retail aspect of it, 20 percent for storage, how are you going to determine that? Are you going to get a tape measure and measure this off?

Patrick O'Brien: No, we don't need to do that, because when we get a set of plans in for the site plan. It will show the floor plan and we will be able to determine that just off of the square footage of the uses once we get it. This won't impact uses that exist there right now for any that would not be in conformity with that, but as we look at the future build out of those places, we are trying to guide the end use to meet the intent of what that zone is for.

David Bird: So, this is sort of moving forward?

Patrick O'Brien: Yeah, new development.

David Bird: New development in their initial approval?

Patrick O'Brien: Yeah, new development, or re-development.

Public Hearing Opened

No Comments

Public Hearing Closed

Chris Christiansen: Any other discussion amongst the commissioners?

David Bird Moved to recommend approval for the proposed Code Text Amendment, amending Section 17.12.218, titled "R" Definitions, relating to a new definition for retail and service commercial structures and providing an effective date for the ordinance.

Harold Dudley seconded the motion.

Voting was as follows:

Chris Christiansen	AYE
Rodney Martin	AYE
Bruce Frandsen	AYE
David Bird	AYE
Harold Dudley	AYE

The motion passed

UNAPPROVED MINUTES

03.20.2024

Other Business

Patrick updated the Commissioners on current projects that will be coming before them in the upcoming months.

Adjournment

Harold Dudley motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Meeting adjourned at 6:54 PM

Angie McKee

Administrative Assistant I

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



Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Minimum Level of Improvements Required Prior To Issuance of Building Permits, of the American Fork City Municipal Code. Amending Section 17.5.126 (D), the Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.

Background

The Staff has initiated a Code Text Amendment to amend Section 17.5.126 (D). The Code Text Amendment plans to give the city engineer discretion into providing information regarding curb grading for residential lots.

Potential Motions – Code Text Amendment

Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Section 17.5.126 (D), relating to plans to give the city engineer discretion into providing information regarding curb grading for residential lots, and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Section 17.5.126 (D), relating to plans to give the city engineer discretion into providing information regarding curb grading for residential lots.

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Section 17.5.126 (D), relating to plans to give the city engineer discretion into providing information regarding curb grading for residential lots, and instruct staff/developer to.....

Code Text Amendment Redlines

Sec 17.5.126 Minimum Level Of Improvements Required Prior To Issuance Of Building Permit

- A. Minimum level of improvements policy—Definition. It is hereby declared city policy that each lot or parcel which is or is proposed to be occupied as a dwelling, commercial or industrial project shall be served by a full level of urban improvements (full lot improvements). Said full lot improvements shall consist of and include those improvement required pursuant to Sections 17.8.401 (paved street), 17.8.412 (sewer), 17.8.403 (culinary and PI water), 17.8.304 (curb, gutter and sidewalk), 17.8.411 (piping of irrigation ditches), 17.8.112.C. (storm water drainage facilities), and conveyance of right-of-way area to accommodate placement of improvements where applicable.
- B. For undeveloped parcel. No building permit shall be issued for the construction of a new dwelling or commercial or industrial use or structure which is to be located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) fully improved as defined under paragraph A., or (2) eventual construction of any absent lot improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code.
- C. For major improvement on existing developed parcels. No building permit shall be issued for the construction of a major expansion of an existing dwelling or commercial or industrial use or structure which is located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) served by full lot improvements as defined under paragraph A., or (2) eventual construction of any absent improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code. For purposes of application of this provision, a major expansion shall be deemed to include one or more of the following:
 - 1. The addition of a additional story to the existing structure which increases the habitable area of the structure in an amount greater than twenty-five percent of the main floor area. Provided, that this provision shall not be applicable in the instance of an interior finish permit for a pre-existing residential basement.
 - 2. The construction of improvements to the existing primary structure and /or addition or improvement of accessory buildings wherein the estimated cost of the proposed improvements is more than five times the estimated cost of the required full lot improvements required under paragraph A.
 - 3. The proposed activity on site constitutes a change in use or is sufficient in scope to require submission and approval of a site plan by the planning commission.
- D. ~~City to provide elevations and grades, where required. Where the terms of this section require the construction of lot improvements which require grades and elevations, the city engineer shall approve such grades and elevations based upon a~~

~~properly prepared and submitted plan and profile and/or utility drawings prior to commencement of any construction.~~ The city engineer may, at ~~his~~ ~~their~~ discretion, provide curb grading ~~designs~~ ~~information~~ for residential lots required to add curb under the terms of this section.

(Ord. No. 2009-01-02, 1-13-2009; Ord. No. 2010-08-19, § 1, 8-10-2010)

Code Text Amendment – Updated Version

Sec 17.5.126 Minimum Level Of Improvements Required Prior To Issuance Of Building Permit

- A. Minimum level of improvements policy—Definition. It is hereby declared city policy that each lot or parcel which is or is proposed to be occupied as a dwelling, commercial or industrial project shall be served by a full level of urban improvements (full lot improvements). Said full lot improvements shall consist of and include those improvement required pursuant to Sections 17.8.401 (paved street), 17.8.412 (sewer), 17.8.403 (culinary and PI water), 17.8.304 (curb, gutter and sidewalk), 17.8.411 (piping of irrigation ditches), 17.8.112.C. (storm water drainage facilities), and conveyance of right-of-way area to accommodate placement of improvements where applicable.
- B. For undeveloped parcel. No building permit shall be issued for the construction of a new dwelling or commercial or industrial use or structure which is to be located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) fully improved as defined under paragraph A., or (2) eventual construction of any absent lot improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code.
- C. For major improvement on existing developed parcels. No building permit shall be issued for the construction of a major expansion of an existing dwelling or commercial or industrial use or structure which is located on an unimproved or partially unimproved lot or parcel unless said lot or parcel shall be: (1) served by full lot improvements as defined under paragraph A., or (2) eventual construction of any absent improvements is secured through the posting of a performance guarantee as provided for under Chapter 17.9 of this code. For purposes of application of this provision, a major expansion shall be deemed to include one or more of the following:
 - 1. The addition of a additional story to the existing structure which increases the habitable area of the structure in an amount greater than twenty-five percent of the main floor area. Provided, that this provision shall not be applicable in the instance of an interior finish permit for a pre-existing residential basement.
 - 2. The construction of improvements to the existing primary structure and /or addition or improvement of accessory buildings wherein the estimated cost of the proposed improvements is more than five times the estimated cost of the required full lot improvements required under paragraph A.
 - 3. The proposed activity on site constitutes a change in use or is sufficient in scope to require submission and approval of a site plan by the planning commission.
- D. The city engineer may, at their discretion, provide curb grading information for residential lots required to add curb under the terms of this section.

(Ord. No. 2009-01-02, 1-13-2009; Ord. No. 2010-08-19, § 1, 8-10-2010)



Agenda Topic

Public hearing, review, and recommendation on a proposed amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan, to update the Implementation Strategy.

Background

Staff has initiated a General Plan Amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan to update the Implementation Strategy. The Plan was adopted previously, however, due to some changes in projects, there is a need to update the implementation strategy.

Potential Motions – General Plan Amendment

Approval

Madame Chair, I move to recommend approval for the proposed General Plan Amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan to update the Implementation Strategy, and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed General Plan Amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan to update the Implementation Strategy.

Table

Madame Chair, I move to table action for the proposed General Plan Amendment to the American Fork City General Plan, amending the Moderate-Income Housing Plan to update the Implementation Strategy. and instruct staff/developer to.....



AMERICAN
18 FORK 53

MODERATE-INCOME HOUSING PLAN

The American Fork Moderate-Income Housing Plan was adopted on _____ 2023

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Acknowledgements

Mayor Bradley J. Frost

David Bunker, City Administrator

City Council

Staci Carroll
Robert Shelton
Kevin Barnes
Clark Taylor
Ryan Hunter

Planning & Zoning Commission

John Woffinden
Christine Anderson
Harold Dudley
Jenny Peay
Bruce Frandsen
Chris Christiansen
Rodney Martin
David Bird

Development Services Department

Patrick O'Brien, Development Services Director

Travis Van Ekelenburg, Senior Planner
Cody Opperman, Planner
Melissa White, Department Administrative Assistant



Executive Summary

American Fork is a growing community in Northern Utah County, at the foot of Mount Timpanogos, in the Wasatch Range. It has a current population more than 34,000 residents within its 10 square miles. The City has experienced significant growth in recent years, and has grown from the small-town that it once was, to a larger community with a great mix of retail and commercial development to support its expanding population. As a community, American Fork provides an excellent quality of life with a variety of city services to enhance the lives of its residents, which includes the American Fork City Library, Fitness Center, and a diverse network of parks and trails throughout the community.

In 2020, American Fork's median income level reached \$78,690 for households. Comparing the 2020 median household income with Utah County's 2020 area median income (AMI) we can see how many households are in the categories of ≤30%, ≤50%, ≤80%, and >80% AMI for a four-person family. Most American Fork households are in the >80% AMI, but it is still important to provide housing options for individuals that are in the remaining AMI percentages. By providing a diversity of housing options for all AMI categories generates a sense of inclusion for American Fork City residents.

American Fork (2020) is predominantly long term natured, meaning that most residents are staying in the city and owning their home. There are a total of 9,562 housing units. Out of that total 6,833 units (71.4%) are owner occupied and 2,421 (25.3%) units are renter occupied. Vacancy takes the remaining units for a total of 308 (3.2%).

Seven policies will be implemented that will guide American Fork to build better neighborhoods and provide positive future growth for the City. Additionally, the policies will focus on providing a way for residents to live a more pedestrian like lifestyle when they live near major transit corridors.



What is a Housing Plan?

A Housing Plan is a set of documents that address the housing goals for a city. The document contains a set of detailed policies that are chosen to respond to the specific housing needs of the city, for its current and future residents. These needs are further assessed and prioritized to identify and develop practical strategies that can be implemented to guide future decisions by City staff and elected officials to meet and achieve specific goals.

The purpose of a Moderate-Income Housing Plan is to understand and generate housing needs for the citizens of American Fork. Compiling current moderate-income populations, current housing stocks, and current available data will give a better understanding on the type of targeted Area Median Incomes (AMI) that American Fork will need to focus on and what's currently in the City's housing supply/demand. Using the most current and available data for the targeted AMI and current housing supply/demand we can then focus our needs better for the residents of American Fork

Why Does American Fork Need a Housing Plan?

The City needs to update housing policies to meet the current and future housing needs of its residents. American Fork is expected to experience significant growth in the next 20 years, and the City must be able to provide for this future growth in a strategic and sustainable manner. The Wasatch Front Regional Council has prepared growth models

that indicate American Fork will grow by an average of 780 new residents each year from now until 2050. By planning for growth, the City can make proactive and thoughtful policy decisions to ensure that American Fork maximizes the opportunities that growth provides, while mitigating its negative impacts.

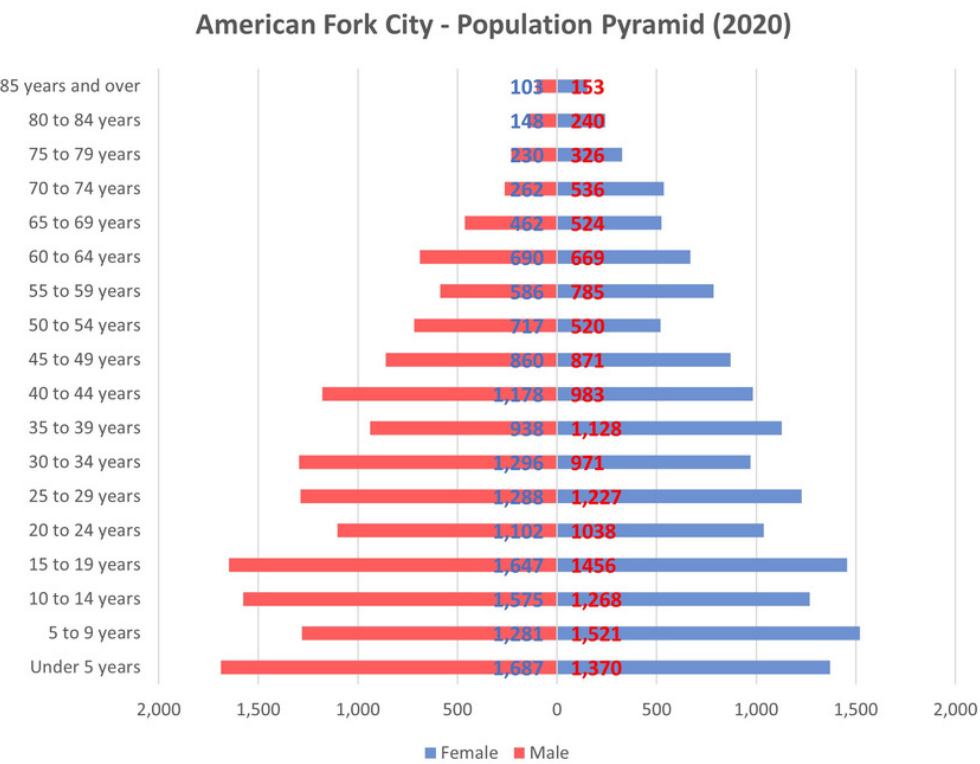
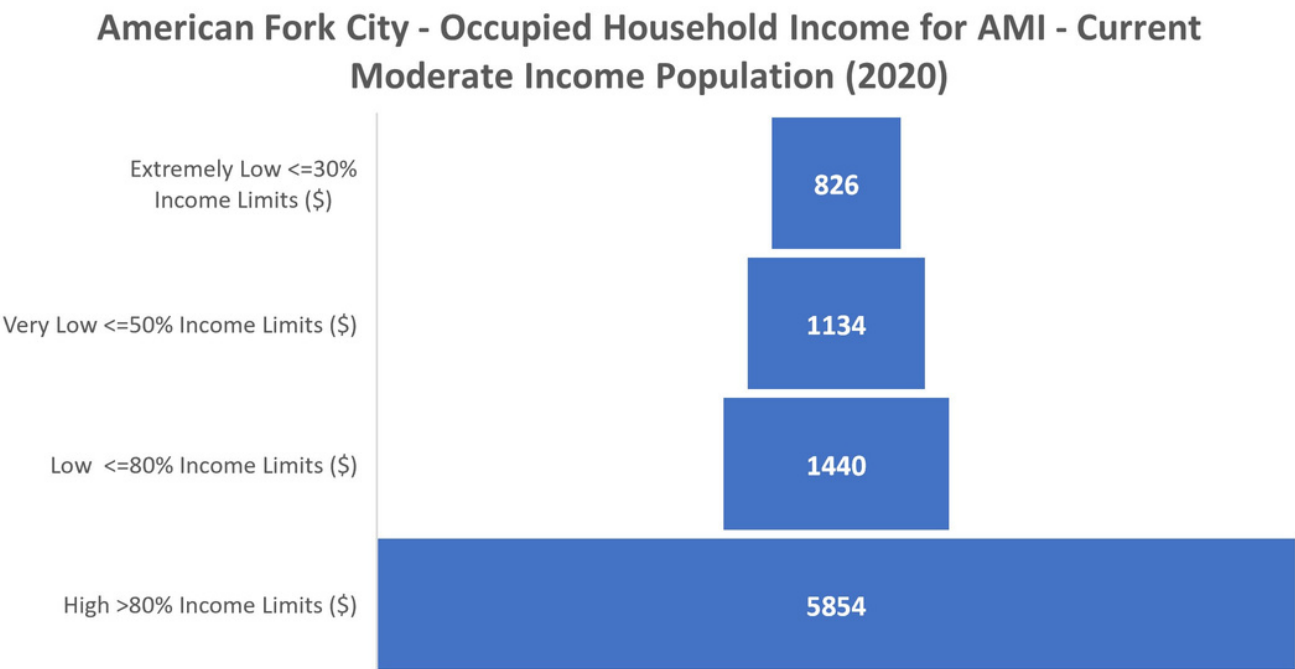
While future growth will have a significant impact on American Fork, understanding the unique characteristics of the city's current population is fundamental to the development of policies and programs that will best serve the community, that will be based on the strategies that must be implemented as a part of satisfying the State's moderate-income housing plan requirement for the City. One of the best methods for evaluating the magnitude of these characteristics and their impacts is a comparison with Utah County and previous records for American Fork from different years.



Population Growth

American Fork's total population in 2017 was 28,507 people. Using the most recent data from the United States Census Bureau (2020), American Fork's population has reached to 31,363 people. American Fork's current population as of 2022 is in excess of 34,000 residents. In order to accommodate the future project growth, the City is going to need to provide more opportunities for the creation and development of affordable housing units. The need for more affordable homes is needed meet the demand of the aging population, as well as the future growth that the City will experience from the younger population. The age ranges of 10 to 14 years and 15 to 19 years old make up the largest ranges in American Fork City. Highlighting the potential need for future housing needs within our community, will not only accommodate any inward migration, but also will meet the needs of the City's natural growth for those who wish to live in American Fork City throughout other stages of their lives.

The current amount of Occupied Household Income within the <=30%, <=50%, and <=80% Area Median Income (AMI) is showcased to the right. 2020 was the most recent data gathered from the United States Census Bureau and it's showcasing a slow increase to higher AMI's rather than a decrease. The comparison between 2017 Occupied Household Income is that there has been a decrease of the Extremely Low <=30% and increases in the <=50%, <=80%, and >80% AMI. This shows that American Fork's Household Income has been steadily increasing over the past three years and households are steadily gaining more income. The AMI is based off of a four-person family, and the data gathered was from the U.S Department of Housing and Urban Development (HUD) and using United States Census Bureau data set to compare the AMI from HUD.



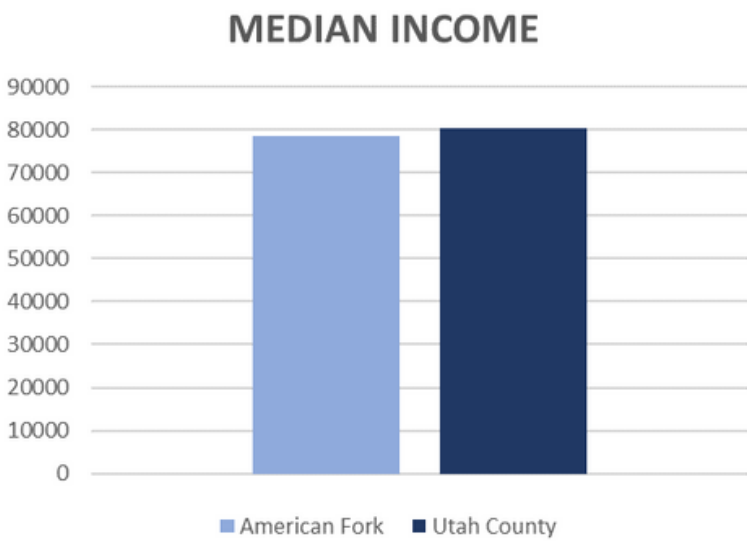
Median Household Income

The median household income in American Fork, for the year 2020, has increased \$7,764 from 2017. Households in the city are continuing to grow their wealth and getting out of the extremely low AMI that has been previously shown.

HUD AMI for Utah County (2020)		Persons in Family								
FY 2020 Income Limit Area	Median Family Income	FY 2020 Income LimitCategory	1	2	3	4	5	6	7	8
Provo-Orem, UTMSA	80400	Very Low (50%) Income Limits (\$)	28150	32200	36200	40200	43450	46650	49850	53100
		Extremely Low Income Limits (\$)	16900	19300	21720	26200	30680	35160	39640	44120
		Low (80%)IncomeLimits (\$)	45050	51450	57900	64300	69450	74600	79750	84900

\$78,690

2020 Median Household Income for A.F.

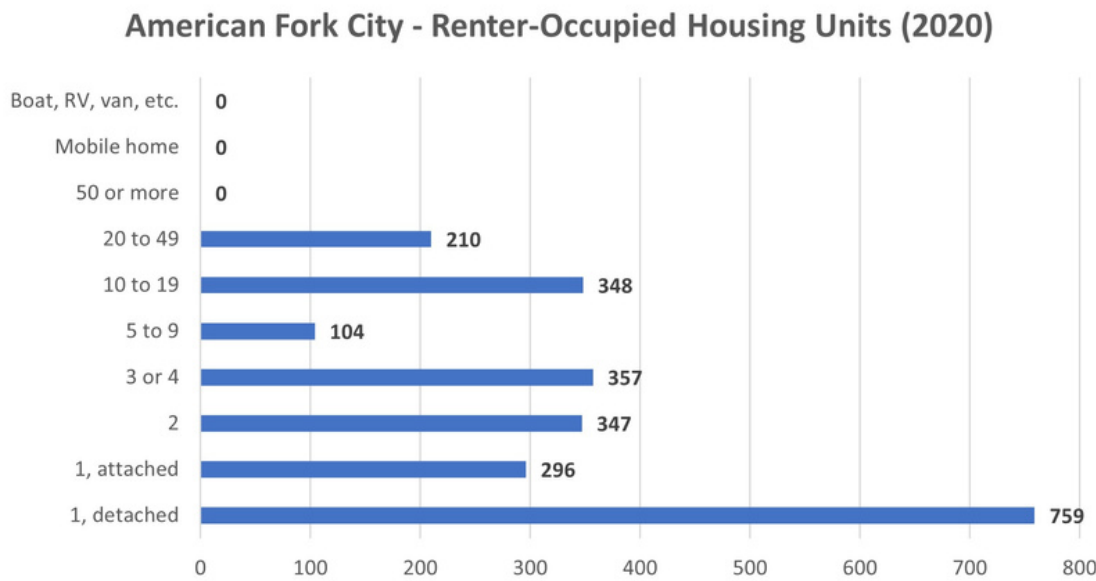
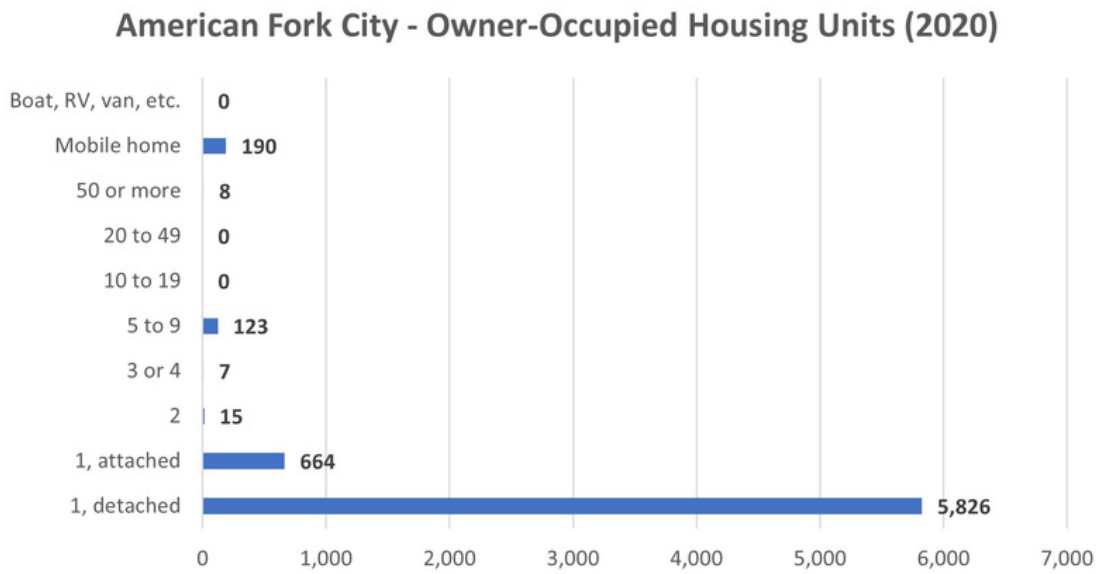


The American Fork median home value is lower than the County median value.



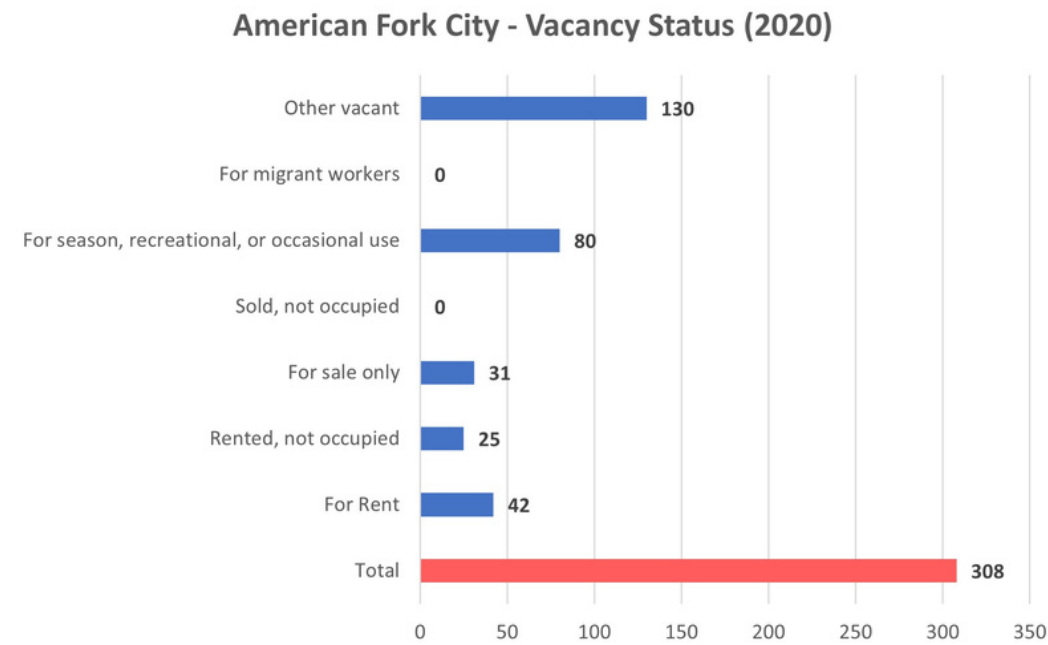
Housing Unit Types - Owner/Renter Occupied

As of 2020, United States Census Bureau has identified 9,562 housing units within American Fork. Out of those 9,562 housing units most of them are owner occupied and single detached housing units. Additionally, of the renter-occupied housing units, single detached housing ranks number one in the City.



Vacancy Status

There are 308 vacant housing units counted for in American Fork City in 2020. That sets a 3.2% vacancy for the entirety of the City during that time. The 3.2% vacancy can be broken up in the graph shown above and it can show the type of excess housing that the City had in 2020. Comparing that with vacant housing numbers in 2017, the City has increased in the types of vacancy in almost all sections.



Beyond Affordability

There are not many limitations to housing availability in American Fork with the exception of land development near Utah Lake. The City has much more development that can happen towards the south boundary, but as developments get closer to the lake and the shoreline protection area development becomes more challenging. Liquification can be a factor for the land near bodies of water, and that can be seen as a threat to the expansion of housing. The shoreline protection area acts as Utah Lake's barrier for the wildlife ecosystem to be unharmed.

There are more constraints to housing supply than just protected areas. Another constraint can be the housing market itself. The real estate market is more affected by the price of housing and the fluctuation of interest rates making housing availability challenging at times.

Another market constraint is current supply chain issues. Issues meaning that the current cost of supplies to create housing can increase in price. When materials for constructing housing increases in price and availability is limited, the results will be higher home prices and a decrease in home availability.

Moderate Income Housing Strategies

The policies and programs identified in the American Fork Moderate-Income Housing Plan will require a significant staff resource and financial investment to develop and implement certain strategies. American Fork does not have enough financial resources to fund these strategies on its own, therefore funding for the implementation of some of the strategies and subsequent programs will come from other resources such as from the Patriot Station CRA. The American Fork Redevelopment Agency will act as the primary funding resource through the finances that it controls under the established housing set-aside from its Patriot Station Community Reinvestment Area. The City will work with housing partners who work in Utah County and American Fork to partner on additional funding opportunities, and to develop additional programs where possible.



Plan Implementation

Through the identification of 7 major housing strategies that can be implemented by American Fork City, staff will be able to formulate policies and programs based on the intent of these strategies to address moderate-income housing issues throughout the City. These policy proposals and their subsequent implementation strategy is key to the success of this plan. The following strategies and implementation plan have been identified as the best solutions and remedies to American Fork's current housing challenges, as well as the perceived challenges for the future. The table of policies outlines whether a policy proposal requires a modification to a current policy, the creation of a new policy, partnerships, creation of a new program, modifications to an existing program or the creation of new City ordinances or modifications to existing ones. Several of the proposals can be implemented in the short term, while others will require further study and analysis before the City can implement them.

With much of the future growth expected to occur in the southern portion of the City, the Transit Oriented Development area around the American Fork Frontrunner Station will play a vital role in the development of moderate-income housing in American Fork. This will be achieved both through the provision of new residential development, but also through the generation of Tax Increment Funding which will have an allocated housing set aside portion which will be used to fund the creation of new programs and policies geared towards addressing moderate-income housing issues in American Fork.

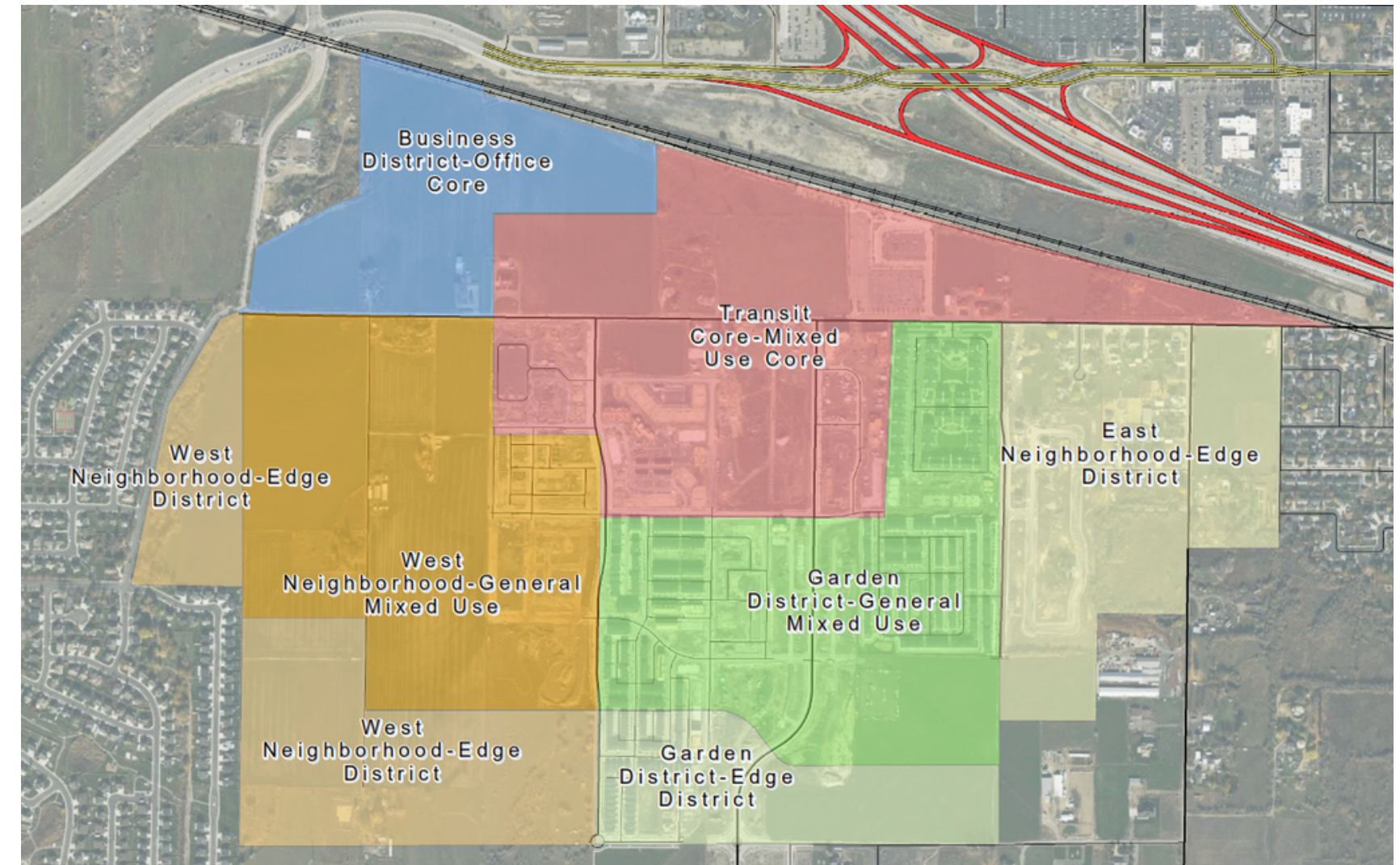


Figure 1: Transit Oriented Development Overlay



Seven Strategies for the MIHP

Section 10-9a-403 of the Utah State Code requires cities to include a recommendation to implement three or more moderate-income housing strategies. For cities with a fixed guideway transit station, an additional two strategies must be included. Based on the future direction and plans for American Fork City, the following strategies from Section 10-9a-403(2)(b)(iii) have been selected to satisfy the requirements of the State Code:

- 01

Develop and adopt a station area plan in accordance with Section 10-9a-403.1
- 02

Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing
- 03

Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;
- 04

Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities
- 05

Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors
- 06

Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones
- 07

Rezone for densities necessary to facilitate the production of moderate-income housing



Implementation Strategy

State Strategy	Timeline	Implementation Steps
Develop and adopt a station area plan in accordance with Section 10-9a-403.1	2024	Contract with Consultant for Preparation of SAP Coordinate with MAG and Partners to identify SAP area of interest Prepare Public Engagement Strategy Prepare Draft of Plan Identify Funding Sources and Implementation Strategy Prepare Final Plan for Adoption Seek Adoption of Plan by Planning Commission and City Council Certification of Plan by Certifying Body
Demonstrate utilization of a moderate-income housing set aside from a community reinvestment agency, redevelopment agency, or community development and renewal agency to create or subsidize moderate income housing	2025	Identify Funds from Community Reinvestment Area for Use Create Plan/Program for how funds can be used to "create or subsidize moderate-income housing" Utilize funds Prepare Annual Statement of Funds Provided and Funds Utilized
Implement a mortgage assistance program for employees of the municipality, an employer that provides contracted services to the municipality, or any other public employer that operates within the municipality;	2025	Establish funds for Mortgage Assistance Program Create Program Outline Seek Program Approval from City Council Implement program in conformity with approved program policies
Amend land use regulations to eliminate or reduce parking requirements for residential development where a resident is less likely to rely on the resident's own vehicle, such as residential development near major transit investment corridors or senior living facilities	2026	Prepare analysis of key areas/developments that are capable of supporting lowered parking requirements Identify strategy to reduce or eliminate parking requirements Prepare draft of code text amendment Present to Planning Commission and City Council for approval



Amend land use regulations to allow for higher density or new moderate income residential development in commercial or mixed-use zones near major transit investment corridors	2024	Identify key locations in commercial or mixed-use zones centered around transit corridors Research options to amend land use regulations Present best options for American Fork in terms of potential land use amendments Create draft of amendments for approval by Planning Commission and City Council
Create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones	2025	Research different regulations related to IADU & EADU Presentation to City Council on options/alternatives Creation of draft regulations for IADU & EADU Presentation of draft to Planning Commission & City Council Adoption Implementation of regulations
Rezone for densities necessary to facilitate the production of moderate-income housing	2025	Identify Areas to Rezone Based on Ability to Facilitate Moderate-Income Housing Development Prepare Draft of Map for Rezone and Density Requirements Prepare staff report and recommendation for Planning Commission and City Council seeking approval Approval of rezone





Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as TOD Parking Requirements, of the American Fork City Municipal Code. Amending Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements), the Code Text Amendment plans to increase the parking requirement for LT-8 and LT-9.

Background

Staff has initiated a Code Text Amendment, known as TOD Parking Requirements, which will amend Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements) of the American Fork City Municipal Code. The proposed amendment looks to increase the parking requirement for LT-8 and LT-9.

Potential Motions – Code Text Amendment

Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements), titled TOD Parking Requirements, relating to increasing the parking requirement for LT-8 and LT-9, and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements), titled TOD Parking Requirements, relating to increasing the parking requirement for LT-8 and LT-9.

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Section 17.4.608 (Section 6 Lot Plans)(Table 6F – Parking Requirements), titled TOD Parking Requirements, relating to increasing the parking requirement for LT-8 and LT-9, and instruct staff/developer to.....

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTION 17.4.608 SECTION 6, TABLE F, OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO PARKING REQUIREMENTS IN THE TRANSIT ORIENTED DEVELOPMENT ZONE.

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, City Council desires to amend the requirements for parking in the TOD zone;

WHEREAS, the proposed amendment is in the best interest and general welfare of the 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 17.4.608 Section 6, Table F, of the American Fork City Municipal Code is hereby amended to read as follows:

TABLE 6F - PARKING REQUIREMENTS

MINIMUM REQUIRED OFF-STREET PARKING									
	LT-1	LT-2	LT-3	LT-4	LT-5	LT-6	LT-7	LT-8	LT-9
RESIDENTIAL	2.0/dwelling	2.0/dwelling	2.0/dwelling	2.0/dwelling	2.0/dwelling	1.5/dwelling	1.5/dwelling	~~1.0~~ 1.5/dwelling	~~1.0~~ 1.5/dwelling
ADU	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
LODGING	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom	1.0/bedroom
OFFICE	N/A			4.0/1,000 sqft.	4.0/1,000 sqft.	3.0/1,000 sqft.	3.0/1,000 sqft.	2.0/1,000 sqft.	2.0/1,500 sqft.
RETAIL	N/A			4.0/1,000 sqft.	4.0/1,000 sqft.	3.0/1,000 sqft.	3.0/1,000 sqft.	2.0/1,000 sqft.	2.0/1,500 sqft.
CIVIC	As per local code								
OTHER	As per local code								

PART II

PENALTY AND ADOPTION

SECTION 1 – Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or part 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 – Penalty. Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

SECTION 4 – Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS ____ DAY OF _____ 2024.

Bradley J. Frost, Mayor

ATTEST:

City Recorder



Agenda Topic

Public hearing, review, and recommendation on a proposed Code Text Amendment, known as the Issel Code Text Amendment, of the American Fork City Municipal Code. Amending Section 17.7.603, the Code Text Amendment plans to reduce the minimum area of a project from four (4) acres to two (2) acres.

Background

The applicant has applied for a Code Text Amendment to amend Section 17.7.603 of the American Fork City Municipal Code. The proposed amendment looks to reduce the minimum area of a project from four (4) acres to two (2) acres.

The applicant submitted a statement with their application (attached), which is attached. Staff deems the statement to be inaccurate and misleading, as staff have recently engaged with the Hospital to discuss their expansion plans, and the current development agreement for the area, and as such, recommends denying the application.

Staff Analysis

Changing the PO-1 zoning Code will hamper large scale master plan development as reducing the size will make it difficult for the shape and size of many of the lots in the PO-1 zone to meet code ingress/egress requirements. In addition, reducing the size requirement for combined office and housing projects will cause a potential fragmenting of the zone, which is outlined as being for mainly office use, which can allow for a housing element, but with the reduction, could cause housing to be dispersed in a way that does not meet the intent of what a large-scale masterplan should be, which takes into consideration larger areas of land.

The code as written currently allows for development under code section 17.7.603(C)(1), and the reduction as proposed is not needed for development to occur on any existing site within the zone. Staff views the proposed change as not being of benefit to the entire PO-1 zone, but to the applicant's property.

Staff Recommendation - Denial

Potential Motions – Code Text Amendment



Approval

Madame Chair, I move to recommend approval for the proposed Code Text Amendment, amending Section 17.7.603 of the American Fork City Municipal Code which looks to reduce the minimum area of a project from four (4) acres to two (2) acres, and providing an effective date for the ordinance.

Denial

Madame Chair, I move to recommend denial for the proposed Code Text Amendment, amending Section 17.7.603 of the American Fork City Municipal Code which looks to reduce the minimum area of a project from four (4) acres to two (2) acres.

Table

Madame Chair, I move to table action for the proposed Code Text Amendment, amending Section 17.7.603 of the American Fork City Municipal Code which looks to reduce the minimum area of a project from four (4) acres to two (2) acres, and instruct staff/developer to.....



Next Step:
Approved
Proceed to Planning Commission
04/17/24

 American Fork City Development Review Committee
Planning and Zoning Reviewed Schubertburg 03/21/2024

Sec 17.7.603 Combined Housing And Office Projects

Item C 2.

Shall be amended to;

"The minimum area of a project which includes both office and housing uses shall be two acres."

The changes that have occurred for this proposed amendment are that:

Firstly, When the PO-1 zone was initially written the hospital had "large scale development" expansion plans that have since been abandoned as they are building the new hospital in Lehi. Thus hampering any potential development across smaller, narrow parcels.

Secondly, The code currently speaks to either no development or large scale development and takes no consideration for medium scale development and ownership. This renders these parcels undevelopable without forcing the need to wor with neighboring ownerships. Which really impedes private property rights and the developable capacity for these medium sized parcels within the community.

ORDINANCE NO _____

AN ORDINANCE AMENDING SECTION 17.7.603(C) OF THE AMERICAN FORK CITY, UTAH, MUNICIPAL CODE RELATING TO COMBINED OFFICE AND HOUSING PROJECTS.

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, City Council desires to amend the requirements for area and density in combined office and housing projects;

WHEREAS, the proposed amendment is in the best interest and general welfare of the 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 17.7.603(C) of the American Fork City Municipal Code is hereby amended to read as follows:

C. Area and density.

1. The minimum area of a project which contains only office facilities shall be twenty thousand square feet.
2. The minimum area of a project which includes both office and housing uses shall be ~~four~~ two acres.

PART II

PENALTY AND ADOPTION

SECTION 1 – Conflicting Provisions. Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution or part 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 – Penalty. Hereafter these amendments shall be construed as part of the Development Code of American Fork City, Utah, to the same effect as if originally a part thereof, and all provisions of said Code shall be applicable thereto, including, but not limited to, the enforcement, violation and penalty provisions.

SECTION 4 – Effective Date. This Ordinance shall take effect upon its passage and publication as required by law.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, THIS ____ DAY OF _____ 2024.

Bradley J. Frost, Mayor

ATTEST:

City Recorder



Agenda Topic

Review and recommendation on proposed Zoning for the Coleman Annexation, located at approximately 5141 W 6400 N, American Fork City, UT 84003. On approximately 6.20 acres, the property will be annexed into American Fork City and be given the Marina/M-1 zoning designation.

BACKGROUND INFORMATION		
Location:		5141 W 6400 N
Project Type:		Annexation
Applicants:		Don Coleman
Existing Land Use:		Resort
Proposed Land Use:		N/A
Surrounding Land Use:	North	Resort; Design Industrial
	South	Resort
	East	Resort
	West	Resort
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		M-1
Surrounding Zoning:	North	M-1; PI-1
	South	M-1
	East	M-1
	West	M-1

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the M-1 zoning designation assigned to the land, which would be for Marina Facility Support Projects. The annexation will consist of roadway dedications for 1500 South (6400 North) and 100 West, both will include dedications for a minor collector roadway and major collector roadway. 100 W will also include dedications for the maintenance of the American Fork River.



Shared Use Paths are shown on the Bike and Pedestrian Master Plan along 1500 South and 100 West. Any future development that happens at this location will need to follow all applicable municipal codes for the Marina Zone.

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. The applicant requires connections to sewer, water, and pressurized irrigation. The applicant will need to provide any necessary ROW using the established 1500 S alignment and Major Collector with 14' sidepath (84') cross-section.

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 Resort 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. The proposed annexation currently has access to culinary water through the 16" line along 1500 S. Active pressurized irrigation is located approximately 3400 ft north along 100 West. The applicant will not be able to connect sewer directly into the existing 60" TSSD line. A temporary solution will need to be coordinated and approved by the City and TSSD in anticipation of the existing TSSD lift station being re-located south of the proposed annexation.

4. Zoning required or recommended:

- a. Staff recommends zoning as M-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: ~ 2.79 Miles
 - ii. American Fork Junior High: ~ 3.59 Miles
 - iii. Greenwood Elementary: ~ 1.73 Miles
- b. Parks:
 - i. Boat Harbor: ~ 0.22 Miles
 - ii. Mountain Meadows: ~ 1.54 Miles
 - iii. Greenwood: ~ 1.38 Miles
 - iv. Rotary: ~ 1.63 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 1.97 Miles
 - ii. Western SC-1 Zone: ~ 2.50 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 Coleman Annexation 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.

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

Planning Commission Staff Report
Meeting Date: April 17th, 2024



The Annexation Agreement **MEETS** the requirements of Section 17.20. Staff recommends APPROVING the application.

Potential Motions

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Zoning, located at 5141 W 6400 N, American Fork City, UT 84003, subject to any conditions found in the staff report.

Denial

Madame Chair, I move to recommend denial for the proposed Annexation Zoning, located at 5141 W 6400 N, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Zoning, located at 5141 W 6400 N, American Fork City, UT 84003, and instruct staff/developer to.....

ANNEXATION AGREEMENT (Coleman 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 Coleman Real Estate Investment Limited Partnership, a Utah limited partnership, (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 Coleman 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. 2023-03-11R, 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 Resort. Therefore, the zone classification attached to the parcel shall be Marina (M-1), for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

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

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 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). At the time of improvements and/or development, the applicant shall follow American Fork City's General Plan and Standards in establishing a Shared Use Path, minimum of 10' wide, and Bike Lane, with the appropriate cross section, along 1500 South. Additionally, at the time of improvements and/or development, the applicant shall establish a Shared Use Path, minimum of 12' wide, and Bike Lane, with the appropriate cross section, along 100 West. Along 100 West, the applicant will be responsible for providing a 30' right-of-way dedication, to American Fork City, for the maintenance of the river and inclusion of the minimum 12' wide Shared Use Path. Attachment 4 is hereby made part of 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. 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 Don Coleman, 654 North 200 East St., American Fork, UT 84003

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:

CCity Recorder

Attachment 1



Petition for Annexation

RECEIVED

Date: 8-8-13

American Fork City

Recorder's Office

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

Name of Annexation: THE COLEMAN ANNEXATION

Approximate Location: 55 W. 1500 SOUTH, AMERICAN FORK, UT

Name: Coleman Real Estate Investment, LLC Address: 737 N. 730 East, American Fork, UT 84003

Phone Number: 801-404-0868 Email: Don@ColemanXcavation.com

Signature: [Signature] Tax ID #: 46-4575930

Name: _____ Address: _____

Phone Number: _____ Email: _____

Signature: _____ Tax ID #: _____

Name: _____ Address: _____

Phone Number: _____ Email: _____

Signature: _____ Tax ID #: _____

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

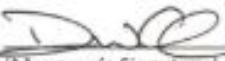
(Attached additional sheets if needed)

****Please note: a copy of this petition must be delivered to the Utah County Clerk the day this is submitted to the American Fork City Recorder****

**CERTIFICATE OF AUTHORITY
LIMITED LIABILITY COMPANY**

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a manager or member-manager (a "Manager") of the limited liability company (the "LLC") described below; (b) is duly authorized to execute and deliver on behalf of the LLC the attached "Petition for Annexation" (the "Petition"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Partnership.

Dated this ____ day of _____, 2021.


(Manager's Signature) ~~Manager~~ *MEMBER*

DON W. COLEMAN
(Print Manager's Signature)

COLEMAN REAL ESTATE INVESTMENTS, LLC
(Print Name of LLC)

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

LIST OF AFFECTED ENTITIES TO WHICH NOTICE WAS SENT

The attached written notice to the following listed affected entities was sent on the 2 day of March, 2017.

Name and Address of Affected Entities:

[illegible]

Affected entities:

Utah County Clerk, Aaron Davidson – 100 East Center Street Suite 3100, Provo, Utah 84606

Utah County Commissioners – 51 South University Avenue, Provo, Utah 84606

Brandon Gordon

Tom Sakievich

Amelia Powers

Utah County Treasurer, Kim Jackson – 100 East Center Street Suite 1200, Provo, Utah 84606

Utah County Surveyor, Anthony Canto – 2855 South State Street, Provo, Utah 84606

Utah Department of Transportation, Attn: David Avila – 658 N. 1500 W., Orem, Utah 84057

Central Utah Water Conservancy District – 1426 East 750 North, Suite 400, Orem Utah 84097

North Utah County Water Conservancy District – 75 N. Center Street, American Fork, Utah 84003

Utah Transit Authority – 669 West 200 South, Salt Lake City, Utah 84101

Central Utah 911 – 3047 N. 400 W., Spanish Fork, Utah 84660

Mountainland Association of Governments (MAG) – 586 E. 800 N., Orem Utah 84097

North Pointe Solid Waste Special Service District – 2000 W. 200 S., Lindon Utah 84042

Timpanogos Special Service District – PO Box 923, American Fork, Utah 84003

Alpine School District – 575 N. 100 E., American Fork, Utah 84003

Rocky Mountain Power – 70 N. 200 E., American Fork, Utah 84003

Comcast, Attn: Gary Goldstein – 1350 East Miller Avenue, Salt Lake City, Utah 84106

CenturyLink – 1600 7th Avenue Floor 12, Seattle, WA 98191

Dominion Energy, Attn: Kayleen Deal – PO Box 45360, Salt Lake City, Utah 84145

Attachment 2

[illegible]

Next Step
Approved
Pending Utah County Findings

10

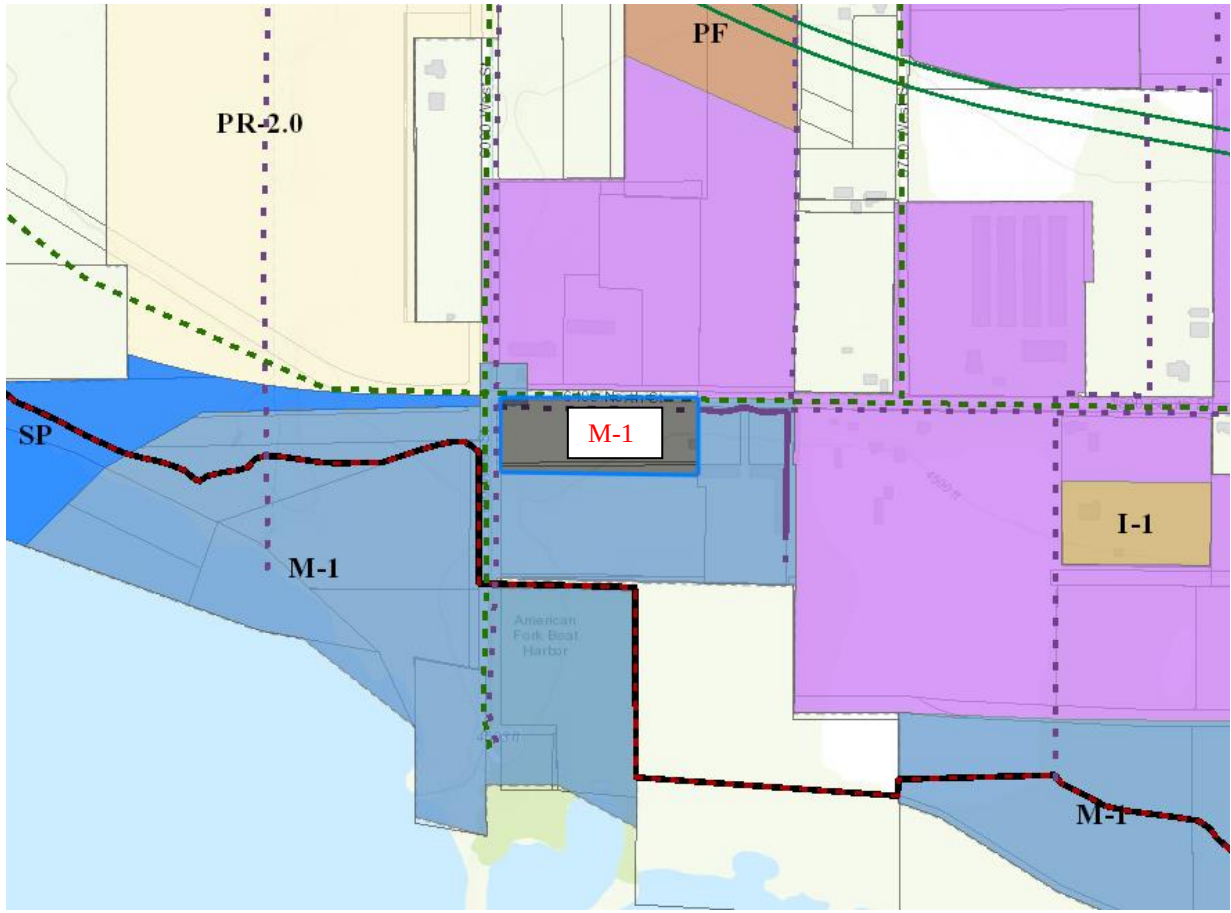
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	T.C. MİLLÎ EĞİTİM BAKANLIĞI YATAY GEÇİŞ SINAVI 2019-YILI
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Attachment 3



Attachment 4

LOCATED WITHIN NE ¼ OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN
AMERICAN FORK, UTAH COUNTY, UTAH



 American River City Development Review Committee	Planning and Zoning Reviewed coperman 03/28/2024	Engineering Division Reviewed bruce 03/27/2024
---	---	---

Next Step



VICINITY MAP
AMERICAN FURNITURE CITY, STAM
LOCATION OF
OFFICE



ELEVATED
LAND SURVIVING

2019 AMSCHEVA AVENUE
TODD FALLS, TEXAS 75068
409-437-3012

— **continued**

LEGEND

- 307 W. RUBEN & PLASTER CUP HANDED PLS. INTERIOR
- FLOOR SURFACES EXTERIOR
- HIGH CONTRAST SIGN BOARDWAY
- BUILDING SECTION
- - - COSTUME PARKED, CONC.
- + DISTURBANCE OF ROAD
- ✱ INDICATED PERSONNEL

WORTH SCALE: 1" = 40'

1500 SOUTH ROAD DEDICATION
 LOCATED BETWEEN NE 1/4 OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 1
 EAST, SALT LAKE BASIN AND MERRILL
 AMERICAN PINE, UTAH COUNTY, UTAH

100

Journal of Management Inquiry 25(3) 297-314

BUENAYOUNG CERTIFICATE

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BOUNDARY DESCRIPTION

Continued on inside back cover

ACKNOWLEDGMENTS

1945 _____ 45 19 _____ 1946 _____

© 2000 Blackwell Science Ltd, *Journal of Internal Medicine* 247: 345–351

STATE OF ILLINOIS
COUNTY OF JEFFERSON

LLC ACKNOWLEDGMENT

ALL 2004 REGISTRANTS ARE ELIGIBLE FOR THE COLEMAN PRIZE. SEE [WWW.AIAA.ORG](http://www.aiaa.org) FOR MORE INFORMATION ON THE PRIZE. AMERICAN INSTITUTE OF AERONAUTICS AND ASTRONAUTICS, 1801 ALEXANDER BELMONT DRIVE, SUITE 500, WASHINGTON, DC 20036-5757. TEL: 202/638-2400. FAX: 202/638-2401. E-MAIL: info@aiaa.org

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-01-2001 BY 60322 UCBAW

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APPROVED BY: _____ DATE: _____ A.S. 20. 2014-15 JARVIS FOUNDATION FOR HIGHER LEARNING

Table 1

Demographic characteristics of study population

ACCEPTANCE BY LEGISLATIVE BODY	DATE
_____ _____	

THE OFFICERS OF ABBOTT-KIMBERLY, DIVISION OF ABBOTT-KIMBERLY, 1000 WEST 10TH AVENUE, DENVER, COLORADO 80202, ADVISED THAT THE INFORMATION ON THE ATTACHED FORM WAS OBTAINED FROM A SOURCE WHOSE RELIABILITY HAS BEEN ESTABLISHED BY THE FIELD OFFICE OF THE FBI. DATE OF _____, A.J. 1981.

[illegible]

DATE	
DATE	

DATE	
DATE	

ATTEST: _____ DATE: _____

8. 附註	（このページの下部に記述）
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1500 SOUTH ROAD DEDICATION
 LOCATED BETWEEN ILE 1/4 OF SECTION 185 TOWNSHIP 5 S. RANGE 1 E.
 BEING SALLY LANE BLDG. AND NEIGHBORING

AMERICAN PEOPLE, VERA COUNTY, VERMONT

--	--



Notary Public



PHONE: (801) 763-3060
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

April 15, 2024

RE: Recording Authorization of a Quit Claim Deed

To Whom It May Concern:

American Fork City authorizes the Utah County Recorder's Office to record the Quit Claim Deed from Coleman Real Estate Investment, LLC. The deed involves Parcel Tax ID 13:076:0035 (contains 0.702 acres) and will be used for public right-of-way.

If you have any questions, feel free to contact the American Fork City Engineering Department at 801-763-3060.

Thank you,

Bradley J. Frost
Mayor

Notary Public



PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

April 15, 2024

RE: Recording Authorization of a Quit Claim Deed

To Whom It May Concern:

American Fork City authorizes the Utah County Recorder's Office to record the Quit Claim Deed from Coleman Real Estate Investment, LLC. (contains 0.586 acres) and will be used for public right-of-way.

If you have any questions, feel free to contact the American Fork City Engineering Department at 801-763-3060.

Thank you,

Bradley J. Frost
Mayor

Attachment 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("Agreement") is entered into as of the 1st day of April, 2024 ("Effective Date"), by and between Covenant Real Estate Investments LLC ("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. 13:076:0035 ("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 Lurke, 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

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

Our company, Layne Downs water broker, LLC, is a water broker dealing with purchasing and selling water shares for most of the water companies in Utah County.

References

—Translated by:
Layne Daines
—BACCT FORDSPRING, ALA.

3/28/2024 | 11:04 PDT

Agenda Topic

Review and recommendation on a proposed Zoning for the Harbor Road Annexation, located at approximately 500 W 1100 S, American Fork City, UT 84003. On approximately 90 acres, the property will be annexed into American Fork City and be given the SP and PR-3.0 zoning designations.

BACKGROUND INFORMATION		
Location:		500 W 1100 S
Project Type:		Annexation
Applicants:		Ken Berg
Existing Land Use:		Residential Low Density/Shoreline Protection
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Shoreline Protection
	East	Residential Low Density
	West	Residential Low Density
Existing Zoning:		N/A
Proposed Zoning:		PR-3.0
Surrounding Zoning:	North	PF
	South	N/A
	East	PR-2.0
	West	N/A

Background

The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for a Planned Residential Zone, and SP Zone for the Shoreline Preservation Zone. The subject properties are approximately 90.7 acres in size with dedication areas identified via submitted plat and the zoning designation will be the PR-3.0 and SP zoning designations as highlighted in the zoning map in the agreement.

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. The applicant requires connections to sanitary sewer, culinary water, and pressurized irrigation. The applicant will need to provide any necessary ROW for Lake Shore Drive, 500 West and 1100 South.

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 Residential Low Density/Shoreline Protection 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. The proposed annexation currently has access to culinary water and pressurized irrigation through the existing mainlines in the Stonecreek Development directly north and east of the annexation area. Master plans for the sanitary sewer show the annexation area connecting to the TSSD mainline just upstream of their existing lift station. A temporary solution will need to be coordinated and approved by the City and TSSD in anticipation of the existing TSSD lift station being re-located south of the proposed annexation.

4. Zoning required or recommended:

- a. Staff recommends zoning as PR-3.0 & SP, as identified in the annexation zoning map

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

- a. Schools:
 - i. American Fork High School: ~ 2.35 Miles
 - ii. American Fork Junior High: ~ 2.81 Miles
 - iii. Greenwood Elementary: ~ 1.01 Miles
- b. Parks:
 - i. Boat Harbor: ~ 0.4 Miles
 - ii. Mountain Meadows: ~ 0.7 Miles
 - iii. Greenwood: ~ 1.26 Miles
 - iv. Rotary: ~ 1.48 Miles
- c. Planned Shopping Centers (SC-1 Zones):
 - i. Eastern SC-1 Zone: ~ 2.01 Miles
 - ii. Western SC-1 Zone: ~ 1.41 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 Harbor Road 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

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. Staff recommends APPROVING the application.

Suggested Motion

Approval

Madame Chair, I move to recommend approval for the proposed Annexation Agreement, located at 500 W 1100 S, American Fork City, UT 84003, subject to any conditions found in the staff report.

ANNEXATION AGREEMENT (Harbor Road Annexation)

This Agreement, made and entered into this ____ day of _____, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") PHI Properties, Inc., a Utah corporation, (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 Harbor Road 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, the annexation will create an unincorporated island;

WHEREAS, Utah County approved a Resolution on April 12, 2022, agreeing to the annexation and the creation of the unincorporated island;

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. 2022-04-07 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 3. Attachment 3 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 Residential Low Density, and Shoreline Protection. Therefore, the zone classification attached to the parcel shall be PR-3.0 (Planned Residential) associated with the areas designated Residential Low Density, and Shoreline Protection for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 4).

SECTION 5 - Right-of-way/Property to be Conveyed/Preserved: The City's Transportation Element of the General Plan (the "Transportation Master Plan") provides for the development of two minor collectors (1100 South and 500 West) and one major collector (Lake Shore Drive), which traverse the Annexation Area. The City currently owns the necessary property for the major collector, as such property was dedicated to the City by quit-claim deed dated December 23, 2014, and recorded as entry # 93972:2014 with the Utah County Recorder's Office. The parties agree that the alignment of the major collector will be altered and replaced with the new alignment as shown in the Roadway Dedication Plats (Attachment 5). The necessary right-of-way for the altered alignment shall be dedicated to the City by the Applicant at the time of annexation. Upon recording of the Roadway Dedication Plat with the altered alignment for Lake Shore Drive, the City will deed back to the Applicant the right-of-way previously deeded to the City and replaced with the alternate alignment as shown on Attachment 5. The remaining two Minor Collectors shall also be dedicated with Roadway Dedication Plats (Attachment 5). If the alignment of the three collectors requires minor adjustments as the property is further entitled, the Applicant may propose to the City an alternative alignment for the City to review, at no cost to the City. If the City approves the modifications, the necessary conveyances will be completed by the applicant, at no cost to the City.

The alignment of the Major Collector (Lake Shore Drive) follows the approximate boundary of the 100-year floodplain as established and set forth by the FEMA flood map adopted by the City including any updates to Special Flood Hazard Areas as approved by FEMA. All roadways constructed within areas of special flood hazards shall be constructed, at the expense of Applicant, so that the top back of curb is at least one foot above the base flood elevation. In addition, a one-foot (1') berm on the south side of Lake Shore Drive shall be placed as an extra precaution for a flood event.

As a condition of annexation, Applicant hereby agrees to convey to the City the rights-of-way ("ROWs") necessary for the Collectors and the land for the Linear Park in the location shown on the dedication maps and deeds prepared by the Applicant and approved by the City (Attachments 5). Further, a copy of the deed prepared by Applicant conveying title to the land being conveyed for Linear Park is attached hereto (Attachment 5) and City hereby acknowledges receipt of the relevant executed original.

Furthermore, Applicant agrees that the area identified as the Future Vineyard Connector (Attachment 5) shall not be developed and will remain a landscaped area that shall not include required detention/retention for development. Upon request of the Applicant, the City agrees it will re-evaluate the viability of the Future Vineyard Connector and the need for the area identified in Attachment 5 to remain undeveloped, except for landscaping. However, the determination of permitted development of said area shall be in the City's sole discretion.

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). At the time of any improvement or development, it shall be the Applicant's responsibility to bring any existing roadways currently constructed within or adjacent to the Annexation Area into compliance with Section 15.01.1250 (General Description) and shall meet the structural pavement number requirements as set forth in said section.

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 6).

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 Attn: Legal Department, and Ross Welch, 11038 North Highland Boulevard #100, Highland, UT 84003.

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 signed this agreement on the date first mentioned above.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:

CCity Recorder

Attachment 1



Petition for Annexation

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

Name of Annexation: Harbor Road Annexation Plat E

Approximate Location: 500 W 1100 S American Fork, UT 84003

Name: Meadowbrook Properties, L.P. Address: 13615 Grove Dr Alpine, UT 84004

Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com

Signature: [Signature] Tax ID #: 13-070-0026

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003

Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com

Signature: [Signature] Tax ID #: 13-0064-0051

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003

Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com

Signature: [Signature] Tax ID #: 13-071-0025

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

(Attached additional sheets if needed)

****Please note: a copy of this petition must be delivered to the Utah County Clerk the day this is submitted to the American Fork City Recorder****

CERTIFICATE OF AUTHORITY
PARTNERSHIP

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a general partner of the partnership (the "Partnership") described below; (b) is duly authorized to execute and deliver on behalf of the Partnership the attached "Petition for Annexation" (the "Petition"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Partnership.

Dated this 21st day of March, 2022

Wayne Patterson, General Partner
(General Partner's Signature)

Wayne Patterson, Operating Manager of
(Print General Partner's Signature)

Meadowbrook Property Management, LLC
which is the general partner of

Meadowbrook Properties Limited Partnership
(Print Name of Partnership)

NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

CERTIFICATE OF AUTHORITY
CORPORATION

The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) an officer of the corporation (the "Corporation") described below; (b) is duly authorized to execute and deliver on behalf of the Corporation the attached "Petition for Annexation" (the "Petition"); and (c) has duly executed and delivered the Petition on behalf of, and as a general partner of, the Corporation.

Dated this 21st day of March, 2021

(Officer's Signature)

James Patterson
(Print Officer's Signature)

Vice President
(Printer Officer's Title)

PHI Properties, Inc.
(Print Name of Corporation)

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- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder of American Fork City. If you choose to withdraw your signature, you must do so no later than 30 days after American Fork City receives notice that the petition has been certified.

[illegible]

Attachment 3

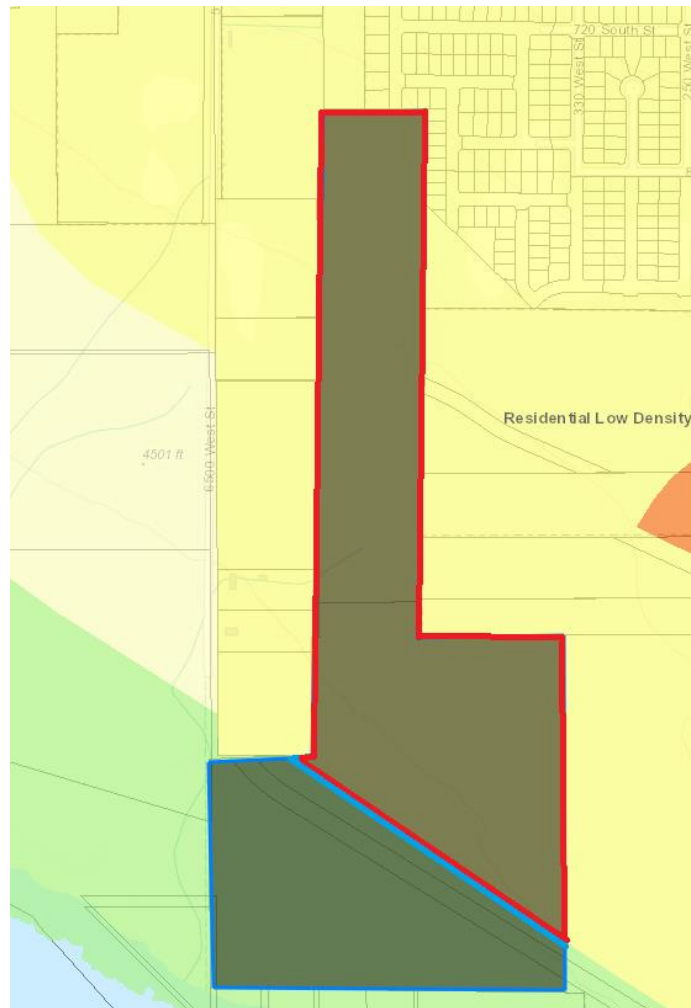
BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 1180.88 FEET AND WEST 768.04 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 164.89 FEET (CURVE HAVING A CENTRAL ANGLE OF 14°42'57" AND A LONG CHORD BEARS S28°04'32"E 164.44 FEET); THENCE SOUTH 20°43'03" EAST 138.47 FEET; THENCE ALONG THE ARC OF A 558.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 402.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 41°18'33" AND A LONG CHORD BEARS S41°22'20"E 393.65 FEET); THENCE SOUTH 62°01'36" EAST 985.32 FEET; THENCE ALONG THE ARC OF A 3958.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1927.71 FEET (CURVE HAVING A CENTRAL ANGLE OF 27°54'20" AND A LONG CHORD BEARS S75°58'46"E 1908.71 FEET); THENCE SOUTH 89°55'56" EAST 224.30 FEET; THENCE SOUTH 00°20'31" WEST 84.00 FEET; THENCE NORTH 89°55'56" WEST 223.90 FEET; THENCE ALONG THE ARC OF A 4042.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 1968.62 FEET (CURVE HAVING A CENTRAL ANGLE OF 27°54'20" AND A LONG CHORD BEARS N75°58'46"W 1949.22 FEET); THENCE NORTH 62°01'36" WEST 985.32 FEET; THENCE ALONG THE ARC OF A 642.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 462.87 FEET (CURVE HAVING A CENTRAL ANGLE OF 41°18'33" AND A LONG CHORD BEARS N41°22'20"W 452.91 FEET); THENCE NORTH 20°43'03" WEST 135.16 FEET; THENCE NORTH 00°00'08" EAST 177.90 FEET TO THE POINT OF BEGINNING.

CONTAINS: 320.531 SF OR 7.36 ACRES

Attachment 4



Note: Boundary in blue designated as Shoreline Protection. Boundary in red designated as PR-3.0. Boundaries of zoning are informed by the Land Use map.

Attachment 5

ATTACHMENT 5

PROPERTY TO BE CONVEYED / PRESERVED / VACATED

EXHIBIT 5 - MAP SHOWING ALL PROPERTY TO BE CONVEYED / PRESERVED / VACATED

WARRANTY DEED – LINEAR PARK

PARCEL 13:064:0057 - DESCRIPTION TO BE VACATED

PARCEL 13:071:0024 - DESCRIPTION TO BE VACATED

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

WARRANTY DEED
(Linear Park)

MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP, Grantor(s) of Utah County, Utah, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to, **AMERICAN FORK CITY**, Grantee(s) of 51 East Main Street, American Fork, Utah County, Utah, for the sum of Ten Dollars (\$10) and Other Good and Valuable Consideration, the following described tract of land in UTAH County, State of Utah:

Beginning at a point that is N 00°06'31" W 322.01 feet along the section line from the West Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

Thence North 65°07'00" West 257.82 feet; Thence North 00°46'06" East 273.90 feet; Thence South 65°07'00" East 535.94 feet; Thence South 01°08'01" West 273.13 feet; Thence North 65°07'00" West 276.21 feet to the point of beginning.
Contains 133,748 sf (3.07 ac)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2023 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this _____, 2023

Authorized Signature

Authorized Signature

Wayne Patterson, General Partner

Print Name / Title

Print Name / Title

State of Utah)

>

County of Utah)

On _____, 2023 personally appeared before me (print name of executor(s) below), Wayne Patterson,
General Partner of Meadowbrook Properties Limited Partnership,
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Notary Public Signature

Print Name of Notary

Exhibit "A"

PARCEL 13:064:0057

American Fork City to South Side Properties LLC

(original vesting entry # 34166:2015)

Commencing 258.64 feet North and 87.26 feet West from the South $\frac{1}{4}$ corner of Section 26, T5S, R1E, SLB&M;

thence S00°20'23"W 214.94 feet; thence S00°25'25"E 104.56 feet; thence N89°00'32"W 1.35 feet; thence S00°20'22"W 45.42 feet; thence S88°56'04"W 63.61 feet; thence along a 35.00 foot radius curve to the left 14.29 feet (chord N78°14'46"W 14.19 feet); thence N89°56'04"W 206.50 feet; thence northwesterly along an 870.00 foot radius curve to the right 482.87 feet (chord N74°02'02"W 476.70 feet); thence N58°08'01"W 1020.32 feet; thence North 105.97 feet; thence S58°08'01"E 1076.27 feet; thence along a 780.00 foot radius curve to the left 432.92 feet (chord S74°02'02"E 427.39 feet); thence S89°56'04"E 206.52 feet; thence along a 35.00 foot radius curve to the left 54.98 feet (chord N45°03'56"E 49.50 feet); thence N00°03'58"E 238.21 feet; thence East 43.88 feet to the point of beginning.

Contains 173,412 sf or 3.98 ac

Exhibit "B"

PARCEL 13:071:0024

American Fork City to PHI Properties INC

(original vesting entry # 93972:2014)

Commencing 1006.68 feet South 00°12'47" West and 543.36 feet West from the West ¼ corner of Section 26, T5S, R1E, SLB&M;

thence Southeasterly along a 775.00 foot radius curve to the left 240.46 feet (chord South 49°14'42" East 239.49 feet); thence South 58°08'01" East 1555.14 feet; thence South 105.97 feet; thence North 58°08'01" West 1617.31 feet; thence northwesterly along an 875.00 foot radius curve to the right 334.22 feet (chord North 47°11'28" West 332.19 feet); thence North 88°08'02" East 115.15 feet to the point of beginning.

Contains 169,013 sf or 3.88 ac

ATTACHMENT 6

WATER DELAY AGREEMENT

Meadowbrook Properties

PHI Properties

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 Meadowbrook Properties ("**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. 13:070:0028 ("**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

EXHIBIT A

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

Existing water right credits banked with American Fork City

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 PEI Properties INC. ("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. 13:064:0051 13:071:0025 ("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.

EXHIBIT A

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

Existing water right credits banked with American Fork City