



AMERICAN FORK CITY PLANNING COMMISSION AGENDA

Regular Session

September 18, 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
Bruce Frandsen
Rod Martin

David Bird
Harold Dudley
Geoff Dupaix
Claire Oldham

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on September 18, 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 September 4, 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 Zone Change, known as 600 East Office, located at approximately 342 S 600 E, American Fork City. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.

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

- a. Review and recommendation on an application for a Commercial Site Plan, known as Walmart Market Fulfillment Center, located at 949 W Grasslands Drive, American Fork City. The Commercial Site Plan will be on approximately 21.90 acres and will be in the Planned Shopping Center (SC-1) zone.
- b. Review and recommendation on a Development Agreement for Bridges at Fox Hollow located at approximately 350 E 1080 N, American Fork City.

5. Other Business

- a. Upcoming Projects

6. Adjournment

Dated this 4th day of September 2024

Patrick O'Brien

Development Services Director

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

UNAPPROVED MINUTES

09.04.2024

AMERICAN FORK CITY
PLANNING COMMISSION REGULAR SESSION
September 4th, 2024

The American Fork City Planning Commission met in a regular session on September 4th, 2024 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

Commissioners Present: Christine Anderson, Geoff Dupaix, Bruce Frandsen, Claire Oldham, Rodney Martin, Chris Christiansen

Commissioners Absent: David Bird, Harold Dudley,

Staff Present:

Travis Van Ekelenburg	Senior Planner
Cody Opperman	Planner
JJ Hsu	Engineer
Angie McKee	Administrative Assistant I

Others Present:

REGULAR SESSION

Christine Anderson led the “Pledge of Allegiance”

Roll Call

COMMON CONSENT AGENDA

Minutes of the August 21st, 2024 Planning Commission Regular Session.

Geoff Dupaix motioned to approve the Common Consent agenda

Claire Oldham seconded the motion.

UNAPPROVED MINUTES

09.04.2024

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	ABSTAIN
Rodney Martin	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Clair Oldham	AYE

The motion passed

PUBLIC HEARINGS

- a. **Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Municipal Planning Organization, of the American Fork City Municipal Code. Amending Section 17.2, the Code Text Amendment plans to update the procedures for municipal planning organization.**

Travis Van Ekelenburg reviewed the background information for public hearing item letter a: Staff has initiated a Code Text Amendment to amend Section 17.2 of the American Fork City Municipal Code. The proposed amendment looks to update the procedures for municipal planning organization. Staff are proposing creating a Development Review Committee (DRC) where it will be similar in nature to a Planning Commission or City Council Meeting. The DRC meeting will meet once every week to make decisions on preliminary plans and final plats for large-scale developments and subdivisions. The appointed board members will include three people: the Development Services Director, the Public Works Director, and the Fire Chief. If one of those appointed board members is not available to meet at a meeting, they may designate a designee to take their position. The DRC will act upon preliminary plans and final plats for subdivisions and large-scale developments. Any applicant that does not agree with the committee's decision can appeal to the City Council for their decision. Christine Anderson

UNAPPROVED MINUTES

09.04.2024

explained that these changes are designed to streamline the process. Geoff Dupaix asked what the planning commission's role will be if this DRC is making all the decisions. Cody Opperman explained that site plans will still come to the Planning Commission, and because the DRC meeting will be weekly, this will move these projects forward in a timelier manner. Claire Oldham asked for some clarification on how the current process is done in American Fork City, and Cody Opperman informed her of the review process, noting that due to state legislation, only the Development Services Director would be making recommendations on preliminary plans and final plats. This Code Text Amendment will allow a 3-person committee to make these recommendations instead of only one individual. Rodney Martin noted that this move is in line with what the state legislature has mandated, as the state was not satisfied with how long cities were taking to do plan reviews.

Public Hearing Opened

No Comments

Public Hearing Closed

Geoff Dupaix moved to recommend approval for the proposed Code Text Amendment, amending Section 17.2, titled Municipal Planning Organization, relating to updating the procedures for municipal planning organization, and providing an effective date for the ordinance.

Chris Christiansen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Clair Oldham	AYE

The motion passed

UNAPPROVED MINUTES

09.04.2024

- b. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as General Provisions, of the American Fork City Municipal Code. Amending Section 17.1, the Code Text Amendment plans to update the designation of land use authority and appeal authority.**

Cody Opperman reviewed the background information for public hearing item letter b: Staff has initiated a Code Text Amendment to amend Section 17.1 of the American Fork City Municipal Code. As the new state code has passed, staff have proposed creating new land use authorities and appeal authorities for subdivisions, conditional uses, and site plans. For both subdivisions and large-scale development, staff are proposing to create a Development Review Committee (DRC) Board where they will act upon preliminary plans and final plans for both residential and commercial/industrial properties. As for site plans and conditional uses, planning commission, or such other individual or department specifically designated by the terms of code, will be the approval body. All appeals for preliminary plans, final plats, conditional uses, and site plans will be the City Council.

Public Hearing Opened

No Comments

Public Hearing Closed

Rodney Martin moved to recommend approval for the proposed Code Text Amendment, amending Section 17.1, titled General Provisions, relating to updating the designation of land use authority and appeal authority, and providing an effective date for the ordinance.

Bruce Frandsen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE

UNAPPROVED MINUTES

09.04.2024

Rodney Martin	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Clair Oldham	AYE

The motion passed

c. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Large Scale Development Overlay Zones, of the American Fork City Municipal Code. Amending Section 17.7, the Code Text Amendment plans to amend the approval procedure for the large-scale overlay zone.

Cody Opperman reviewed the background information for public hearing item letter c: Staff has initiated a Code Text Amendment to amend Section 17.7 of the American Fork City Municipal Code. The Code Text Amendment plans to amend the approval procedure for the large-scale overlay zone. Rather than a large-scale overlay zone, staff are proposing to change it to large-scale development. Large Scale Development goes into details about the approval procedures for their preliminary plans and final plans when submitted to staff for review. Rather than going to the Planning Commission and the City Council for approval, they will go to the Development Review Committee (DRC) board to get approved. Any decisions that the DRC makes for denial may be appealed to the City Council for their determination.

Public Hearing Opened

No Comments

Public Hearing Closed

Claire Oldham moved to recommend approval for the proposed Code Text Amendment, amending Section 17.7, titled Large-Scale Development Overlay Zones, relating to

UNAPPROVED MINUTES

09.04.2024

amending the approval procedure for the large-scale overlay zone, and providing an effective date for the ordinance.

Chris Christiansen seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Clair Oldham	AYE

The motion passed

- d. Public hearing, review, and recommendation on a proposed Code Text Amendment, known as Subdivisions, of the American Fork City Municipal Code. Amending Section 17.8, the Code Text Amendment plans to amend the approval procedure for subdivisions.**

Travis Van Ekelenburg reviewed the background information for public hearing item letter d: Staff has initiated a Code Text Amendment to amend Section 17.8 of the American Fork City Municipal Code. The Code Text Amendment plans to amend the approval procedure for subdivisions. The subdivision process will only include the Development Review Committee (DRC). The DRC will review the preliminary plans and final plats associated with the development and ultimately act upon them once they are in an approvable form. Residential subdivision will have a three-time review process where the applicant will submit for the first time and have up to two resubmittals before an action is made by the DRC. Any denial the DRC makes can be appealed to the City Council to decide on the matter. Bruce Frandsen voiced his concerns that the public should be more involved when a subdivision is being considered, and removing the planning commission as the approval body takes away the option of the public being able to voice their opinions. Claire Oldham asked about the notification process once a subdivision request is filed. Travis Van Ekelenburg referenced the state minimums 10 day noticing requirement and reminded the commissioners that due to the State Code Change, only

UNAPPROVED MINUTES

09.04.2024

the Development Services Director would be making recommendations on subdivisions without this change to the code. He also noted that regardless of the approval body, the citizens will still receive the required notifications. Christine Anderson acknowledged the importance of Bruce Frandsen's concern and added that items in need of a public hearing such as zoning maps would still come before the planning commission. She feels that once things get to an administrative level where someone is basically looking at the plan and checking off the boxes for American Fork City code requirements, she thinks that is something that can be handled by the DRC. Bruce Frandsen agreed and was appreciative of the discussion and clarifications. Rodney Martin noted that during his time on the Planning Commission, he has felt at times there was some redundancy, and he likes the idea of streamlining things as much as possible.

Public Hearing Opened

No Comments

Public Hearing Closed

Bruce Frandsen moved to recommend approval for the proposed Code Text Amendment, amending Section 17.8, titled Subdivisions, relating to amending the approval procedure for subdivisions and providing an effective date for the ordinance.

Rodney Martin seconded the motion.

Voting was as follows:

Christine Anderson	AYE
Chris Christiansen	AYE
Rodney Martin	AYE
Geoff Dupaix	AYE
Bruce Frandsen	AYE
Clair Oldham	AYE

The motion passed

UNAPPROVED MINUTES

09.04.2024

Other Business

Cody Opperman informed the commissioners that code rewrite is still being worked on, along with the stationary and general plan amendments. He also mentioned that staff is working on an overlay map showing where developments are happening in the city, and possibly what Parcels are currently under review.

Adjournment

Geoff Dupaix motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Meeting adjourned at 6:26PM

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 Zone Change, known as 600 East Office, located at approximately 342 S 600 E, American Fork City. On approximately 0.56 acres, the property proposes to change from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zone.

BACKGROUND INFORMATION		
Location:	342 South 600 East	
Project Type:	Zone Change	
Applicants:	500 East QOZB LLC	
Existing Land Use:	GC-1	
Proposed Land Use:	GC-2	
Surrounding Land Use:	North	Design Commercial
	South	Design Commercial; Planned Community
	East	Planned Community, Design Commercial
	West	Design Commercial
Existing Zoning:	GC-1	
Proposed Zoning:	GC-2	
Surrounding Zoning:	North	GC-1
	South	GC-2
	East	SC; PC
	West	GC-1

Background

The applicant has applied for a proposed Zone Change. The project looks to change from a GC-1 zone to a GC-2 zone. Currently, the GC-1 zone requires building setbacks that will affect the property's development. Under the current GC-1 zone requirements, it will be difficult to locate the building at the back of the property with the proper easements needed for it. GC-2 would allow the building to be placed at the 14' landscape setback.

If the zone change is approved, the applicant will need to go through the commercial site plan entitlement process to make sure that the use that is being provided has the required amount of parking, landscaping, traffic mitigation, and anything else that is applicable to the GC-2 zone within the City's municipal code. The current plan that has been submitted is a conceptual plan that has not been through our entitlement process just yet. It was provided to show what the applicant is proposing to do for the site. This application is only for a determination on a zone change to the property, and this does not constitute a determination of a conceptual plan.

Also, the applicant has more property located south of this lot that is in the GC-2 zoning designation. The request to change from GC-1 to the GC-2 zoning designation would match the applicant's already existing zone for their additional properties.

Chapter 17.11 Amendments

This development code, and the zoning map adopted as a part thereof, may be amended from time to time by the city council, but all proposed amendments must first be submitted to the planning commission for its recommendation. The procedure to be followed in amending the code and map shall be as set forth below.

Sec 17.11.101 Written Petition Required - City Initiated Amendments Permitted

Any person seeking an amendment of the development code or zoning map shall submit to the planning commission a written petition designating the change desired and the reasons therefor, and shall pay a nonrefundable filing fee in an amount established by resolution of the city council.

Amendments to the code and map may also be initiated by action of the planning commission or upon request of the city council.

Sec 17.11.102 Planning Commission To Make Recommendations

Upon receipt of the petition the planning commission shall consider the request and, subject to completion of a public hearing on the matter before the planning commission with public notice given in accordance with the provisions of Section 17.11.103, shall submit its recommendations with respect thereto to the city council.

Sec 17.11.103 Planning Commission To Conduct Public Hearing Before Recommending Amendments - Notice Of Hearing To Be Provided

1. No ordinance approving an amendment to the official zone map or text of the development code, or approving a large scale development project may be enacted by the city council unless and until a public hearing relating to the proposed ordinance shall have been conducted by the planning commission.
2. Notice of the date, time and place of the first public hearing regarding a proposed amendment to the official zone map, text of the development code or ordinance of approval of a large scale development project shall be given at least 10 calendar days before the public hearing as follows:
 1. Published on the Utah Public Notice Website;
 2. Posted in at least three public locations within the city, or on the city's official website; and
 3. Mailed to each affected entity.

Sec 17.11.104 Amendments To Be Adopted By Council - Notice Required

1. The city council, at a public meeting called for the purpose, shall consider each proposed amendment to the official zone map, text of the development code, or ordinance of approval for a large scale development recommended to it by the planning commission and may act to adopt or reject the amendment or ordinance of approval as recommended by the planning commission or adopt the amendment after making any revision the city council considers appropriate.
2. Notice of the public meeting at which the city council will consider a proposed amendment or ordinance of approval shall be given at least twenty-four hours before the meeting, which notice shall, as a minimum, be posted in at least three public places within the city; or on the city's official website.

Sec 17.11.105 Amendments To Be Adopted By Ordinance - Public Notice Of Adoption

All amendments to the code and map shall be adopted, published and recorded in accordance with the applicable provisions of UCA 10-3-701 et seq.

17.11.200 Intent With Respect To Amendments

All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can

be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

Project Conditions of Approval

1. Dedication of land for future roadway right-of-way. The American Fork City transportation master plan identifies a 72-foot right-of-way for 600 E as a minor collector. If the zone change is approved, the necessary right-of-way for the collector shall be dedicated to the city without compensation by deed or by plat within 90 days of zone change approval.

Findings of Fact

1. The Zone Change **MEETS** the requirements of Section 17.11.

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.

- 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.
- 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.
- 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 Zone Change **MEETS** the requirements of Section 17.11. Staff recommends APPROVING the application WITH CONDITIONS.

Potential Motions – Commercial Site Plan

Approval

I move to recommend approval for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, subject to any conditions found in the staff report.

Denial

I move to recommend denial for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning.

Table

I move to table action for the proposed Zone Change, located at 342 S 600 E, American Fork City, from the General Commercial (GC-1) zone to the Planned Commercial (GC-2) zoning, and instruct staff/developer to.....

HMS Development
2750 N University Ave #100
Provo, UT 84604

Phone: 801-540-4808
Email: brian@hms-development.com

September 3, 2024

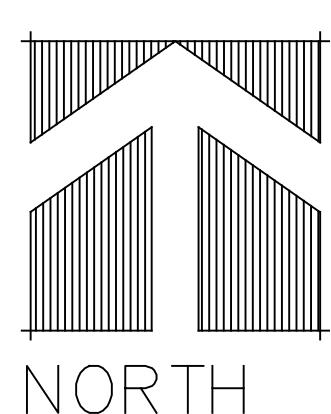
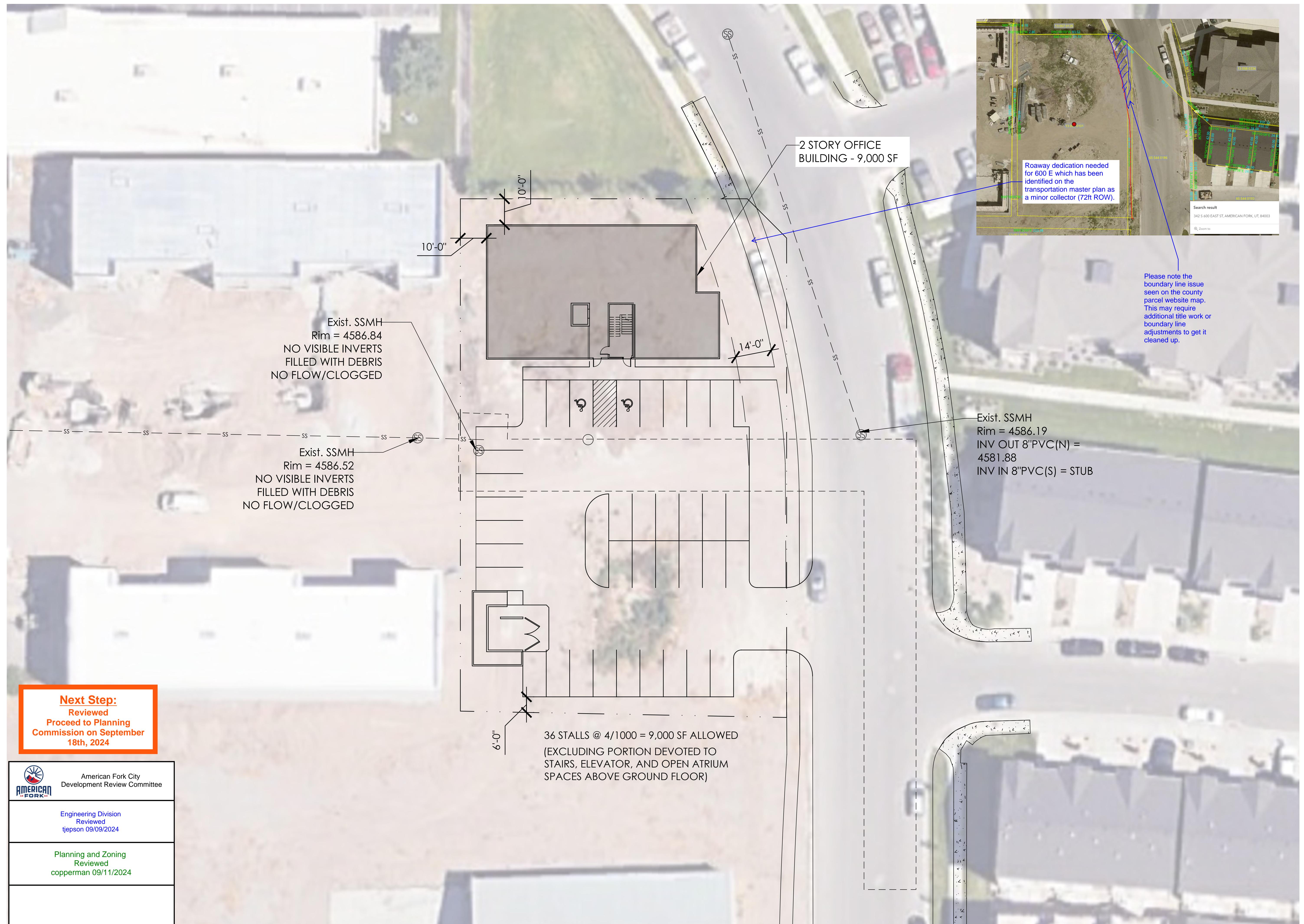
342 S 600 E, American Fork (13:057:0101)
Zone Change Application Narrative

Next Step:
Reviewed
Proceed to Planning
Commission on September
18th, 2024

	American Fork City Development Review Committee
	Engineering Division Reviewed tjepson 09/09/2024
	Planning and Zoning Reviewed copperman 09/11/2024

We are requesting a rezone our property at 342 S 600 E, American Fork. From the GC-1 to the GC-2 zone. We are planning on building a professional office for our company to own and occupy. Both the GC-1 and GC-2 zones allow for professional office space. Currently the GC-1 zone requires a 30' building setback from 600 East. This increases to 40' if parking is located within the setback. The GC-2 zone does not require a setback from 600 East (a 14' landscape buffer is still required).

With our site being relatively small and shallow, the current setback of 40' makes it difficult for us to locate an office building with easements in place along the back of the property. We also believe that having a building up to the 14' landscape setback helps create a better street presence along 600 East and would create a better pedestrian experience with nearby retail amenities.



342 S 600 E OFFICE SITE PLAN

Agenda Topic

Review and recommendation on an application for a Commercial Site Plan, known as Walmart Market Fulfillment Center, located at 949 W Grassland Drive, American Fork City. The Commercial Site Plan will be on approximately 21.90 acres and will be in the Planned Shopping Center (SC-1) zone.

BACKGROUND INFORMATION		
Location:	949 W Grassland Drive	
Project Type:	Commercial Site Plan	
Applicants:	Wal-Mart Real Estate Business Trust; Geoff Solomonson	
Existing Land Use:	Design Commercial	
Proposed Land Use:	N/A	
Surrounding Land Use:	North	Design Commercial
	South	Institutional Lands, Schools, and Public Facilities
	East	Design Commercial
	West	Lehi Territory
Existing Zoning:	SC-1	
Proposed Zoning:	N/A	
Surrounding Zoning:	North	SC-1
	South	SC-1
	East	SC-1
	West	Lehi Territory
Square Footage (By Use)	228, 250 (Retail Space)	
Total Number of Units	N/A	
Parking Requirement	Required 1,027 stalls; Provided 1,060 stalls	

Background

The applicant has applied for a Commercial Site Plan to provide more parking to their fulfillment center. The project looks to designate certain parking areas for pick-up for the applicant's customer base. By providing additional parking, they exceed the required amount of parking for the entire site.

Section 17.6.101 – Administrative Site Plan Review

Wherever the terms of this code require submission and approval of a site plan, such review shall be conducted in accordance with the following provisions.

1. Planning commission to approve. The planning commission, acting in an administrative capacity, shall have the function, duty and power to approve or disapprove a project plan and to attach such modifications or conditions as may be deemed appropriate to improve the layout, to ensure that the project will not pose any detrimental effect to persons or property, or to protect the health, safety, and general welfare of the citizens of the city.
2. Application required. Application for site plan approval shall be submitted on forms provided by the city and shall be accompanied by maps and drawings showing the following:
 - a. The location of all existing and proposed buildings and structures on the site, with full dimensions showing the distance between buildings and distances from buildings to adjacent property lines.
 - b. The location of all parking spaces, driveways, and points of vehicular ingress and egress.
 - c. A landscaping plan showing the location, types, and initial sizes of all planting materials to be used together with the location of fences, walls, hedges, and decorative materials.
 - d. Preliminary elevations of main buildings showing the general appearance and types of external materials to be used.
 - e. The locations of solid waste receptacles and trash pick-up areas.
3. Appeals permitted. Any person aggrieved by a determination of the planning commission may request a hearing before the city council who shall have the authority to reverse, affirm or modify any decision of said commission. Any such appeal shall be filed within ten days of the determination of the planning commission.
4. Issuance of a permit. A building permit shall not be issued for any building or structure or external alterations thereto until the provisions of this section have been complied with. Any construction not in conformance with an approved site plan shall be considered a

violation of this code. Any building permit issued shall ensure that development is undertaken and completed in conformity with the plans as approved.

5. Expiration of Site plan approval. A site plan approval issued pursuant to this section shall expire and have no further force or effect if the building, activity, construction, or occupancy authorized by the approval is not commenced within two (2) years of the date of the approval. Up to a twelve (12) month extension may be approved by the land use authority subject to payment of an extension fee equal to one-half of the current filing fee.

Project Conditions of Approval

1. Address Fire Comment: The conditions of sprinkler system evaluation contrasted with the racking plan before fire clearance will be given for occupancy.

Findings of Fact

1. The Commercial Site Plan **MEETS** the requirements of Section 17.6.101.

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 Commercial Site Plan **MEETS** the requirements of Section 17.6.101. Staff recommends APPROVING the application WITH CONDITIONS.

Potential Motions – Commercial Site Plan

Approval

I move to recommend approval for the proposed Commercial Site Plan, located at 949 W Grassland Drive, American Fork City, in the Planned Shopping Center (SC-1) Zone, subject to any conditions found in the staff report.

Denial

I move to deny the proposed Commercial Site Plan, located at 949 W Grassland Drive, American Fork City, in the Planned Shopping Center (SC-1) Zone.

Table

I move to table action for the proposed Commercial Site Plan, located at 949 W Grassland Drive, American Fork City, in the Planned Shopping Center (SC-1) Zone and instruct staff/developer to.....



SITE SIGNAGE LEGEND

The diagram consists of three horizontal lines. The top line is a thin black line with a dashed center segment. The middle line is a thick black rectangle with a white center, representing a proposed pickup area. The bottom line is a thick black line, representing a proposed path of travel.

PROPERTY BOUNDARY

PROPOSED PICKUP AREA

PROPOSED PATH OF TRAVEL

PICKUP WAYFINDING SIGNAGE SCHEDULE NOTES

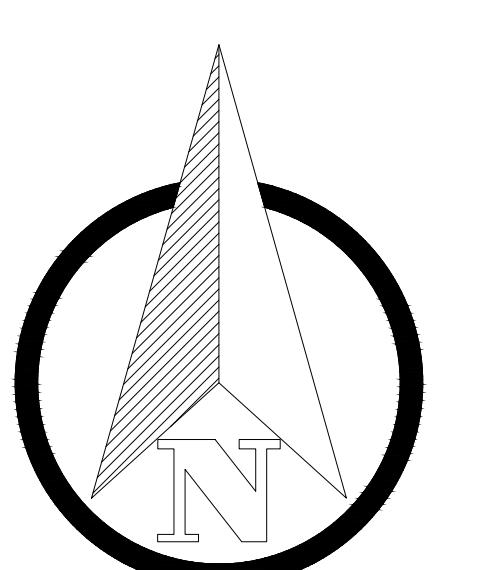
- 1 EXISTING PICKUP SIGN, POST, AND BASE TO BE REMOVED. CONTRACTOR IS TO SALVAGE AND STORE THE SIGN AND POST DURING CONSTRUCTION.
- 2 EXISTING PICKUP SIGN TO BE SALVAGED AND REUSED. CONTRACTOR IS TO SALVAGE AND STORE THE SIGN DURING CONSTRUCTION.
- 3 PROPOSED SIGN MOUNTING AND BASE WITH BREAK AWAY POST.
- 4 PROPOSED SIGN MOUNTING AND BOLLARD BASE.
- 5 PROPOSED SALVAGED PICKUP SIGNAGE, STRAIGHT. SEE DETAIL SHEET FOR SIGNAGE AND LOCATION DETAILS.
- 6 PROPOSED PICKUP SIGNAGE, STRAIGHT. SEE DETAIL SHEET FOR SIGNAGE AND LOCATION DETAILS.
- 7 PROPOSED SALVAGED PICKUP SIGNAGE, RIGHT. SEE DETAIL SHEET FOR SIGNAGE AND LOCATION DETAILS.
- 8 PROPOSED PICKUP SIGNAGE, RIGHT. SEE DETAIL SHEET FOR SIGNAGE AND LOCATION DETAILS.
- 9 PROPOSED PICKUP SIGNAGE, LEFT. SEE DETAIL SHEET FOR SIGNAGE AND LOCATION DETAILS.
- 10 REMOVE EXISTING WAY FINDING PAVEMENT MARKINGS. CONTRACTOR TO SEALCOAT LIMITS OF EXISTING PAVEMENT MARKINGS.
- 11 PROPOSED PICKUP BANNER

SITE SIGNAGE NOTES

1. THIS PLAN WAS PREPARED BASED ON AN AERIAL CAPTURED 03/17/2023. THIS PLAN IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL FIELD CONDITIONS MAY VARY SIGNIFICANTLY FROM THIS DRAWING.
2. REFERENCE SITE DETAILS FOR SIGN LOCATION & VESTIBULE CROSSWALK DETAILS FOR SITE SIGNAGE REFERENCED.

PICKUP EXTERIOR SIGN SCHEDULE		
DESCRIPTIONS	DIMENSIONS	QUANTITY
WAITING SPACED LEFT	18 X 24	-
WAITING SPACES RIGHT	18 X 24	-
WAITING SPACES AHEAD	18 X 24	-
RESERVED WAITING	18 X 24	-
PICKUP LEFT PHARMACY RIGHT	18 X 24	-
PICKUP RIGHT PHARMACY LEFT	18 X 24	-
STOP THANKS FOR ORDERING	18 X 36	-
PICKUP HOURS	18 X 36	-
RESERVED	18 X 18	26
PHONE NUMBER	8 X 18	26
VERTICAL PICKUP	18 X 36	26
PICKUP LEFT	18 X 24	3
PICKUP AHEAD	18 X 24	2
PICKUP RIGHT	18 X 24	1
PICKUP BANNER AND MOUNTING HARDWARE	24 X 60	1
TEMPORARY PARKING SIGN WITH PYRAMID BASE	24 X 60	-

ALL PICKUP WAYFINDING AND STALL SIGNS ARE WALMART SUPPLIED AND CONTRACTOR INSTALLED. CONTRACTOR TO PLACE SIGN ORDER AT LEAST 3 WEEKS IN ADVANCE. ORDER SHALL BE SENT VIA EMAIL TO GETTY THOMAS (Getty.Thomas@walmart.com) AND BRAD KEENER (Bradley.Keener@walmart.com). REQUEST SHALL CONTAIN A DELIVERY ADDRESS, DESIRED DELIVERY DATE, AND ANY SITE SPECIFIC SIGN SIZE AND/OR COLOR. RACTER, OR APPROVED PLACEMENT.



GRAPHIC SCALE

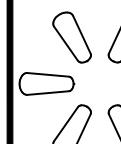
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(IN FEET)

Gaoway

POPULATION FOR REUSE

PRINTING WAS PREPARED FOR USE ON
A PUBLIC SITE AT: AMERICAN FORK, UT
IMMEDIATELY WITH ITS ISSUE DATE
11/17/2024, AND IT IS NOT SUITABLE
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OR AT A LATER TIME. USE OF THIS
ITEM IS FOR REFERENCE OR EXAMPLE ON
ANOTHER PROJECT. REQUIREMENTS FOR THE SERVICES
SHOWN ARE THE SOLE RESPONSIBILITY OF THE
LICENSED ARCHITECTS AND
ENGINEERS. REPRODUCTION OF THIS
ITEM IS FOR REUSE ON ANOTHER

Walmart 
AMERICAN FORK, UT
949 GRASSLAND DRIVE
STORE NUMBER: 2511 - 1005

CHECKED BY:	JS
DRAWN BY:	u
PROTO CYCLE:	
DOCUMENT DATE:	06/18/20

A circular professional engineer stamp. The outer ring contains the text "PROFESSIONAL ENGINEER" at the top and "STATE OF UTAH" at the bottom. The inner circle contains "No. 374824-2202" at the top, "BRANDON D." in the middle, and "ALLEY" at the bottom. The entire stamp is surrounded by a decorative scalloped border.

SITE AND SIGNAGE PLAN

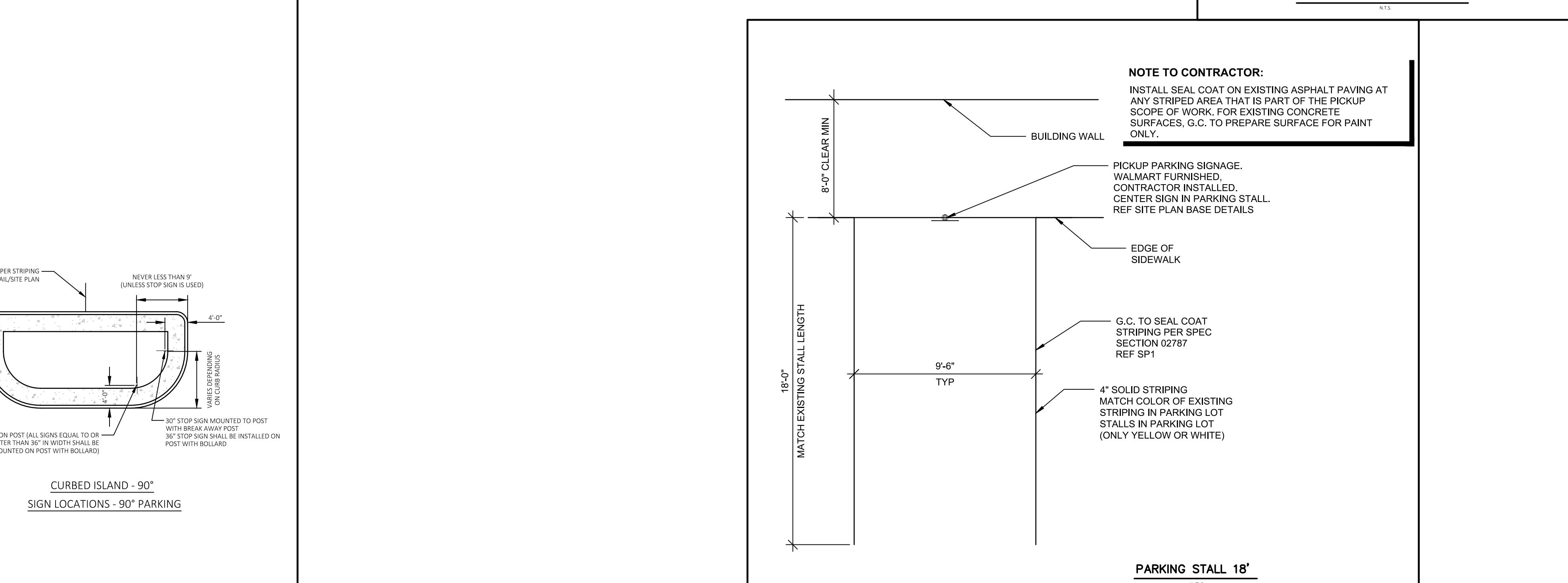
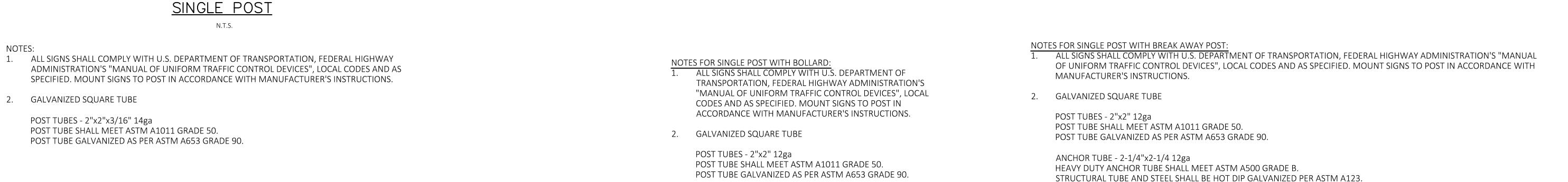
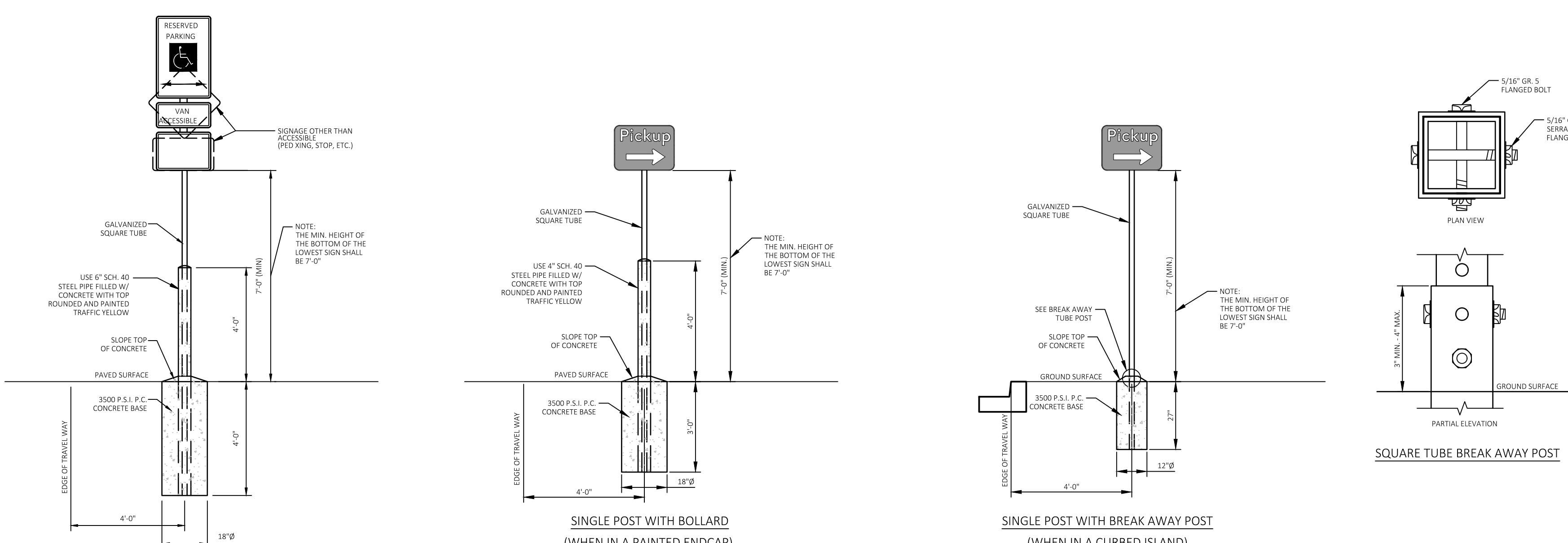
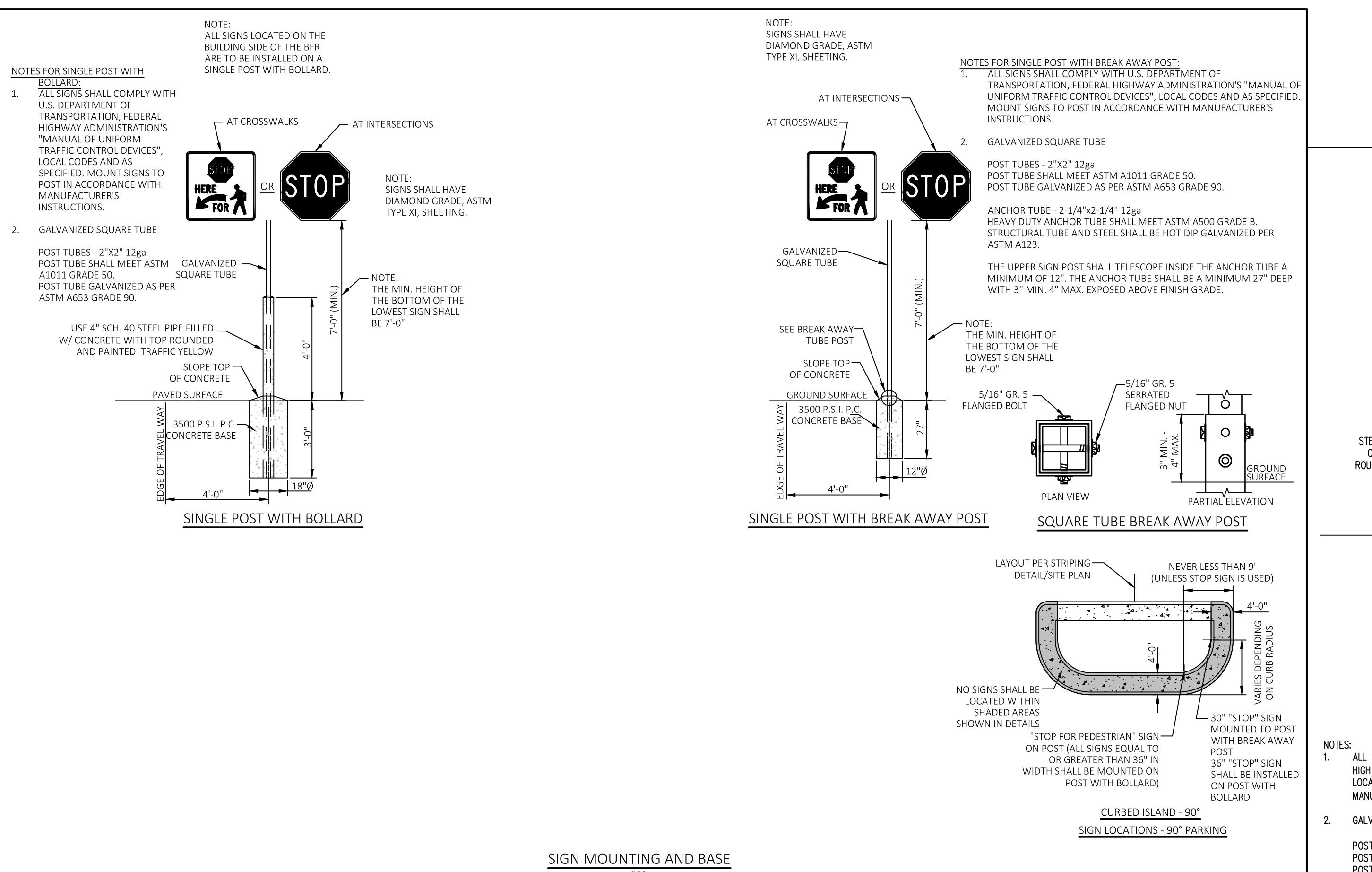
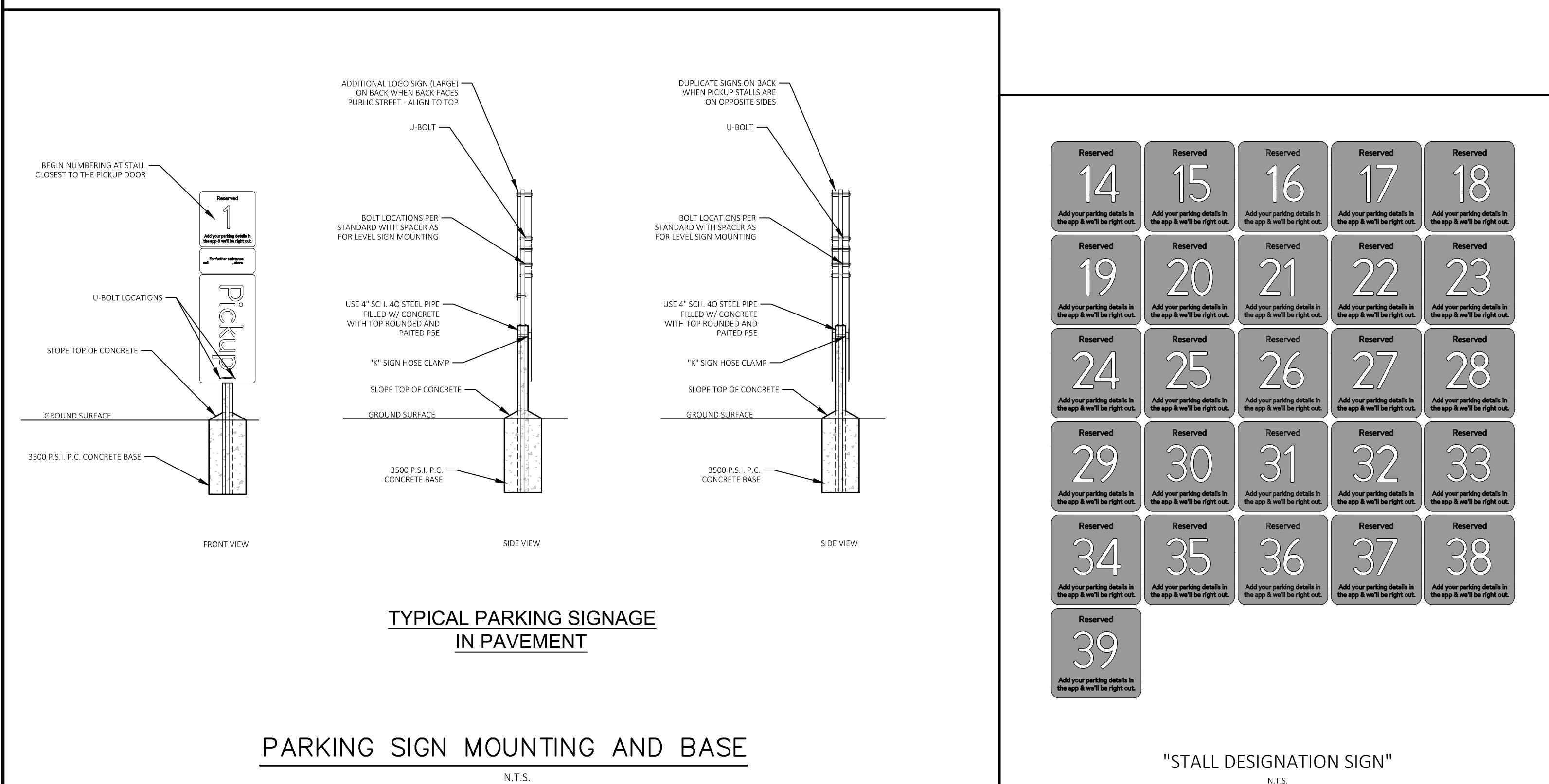
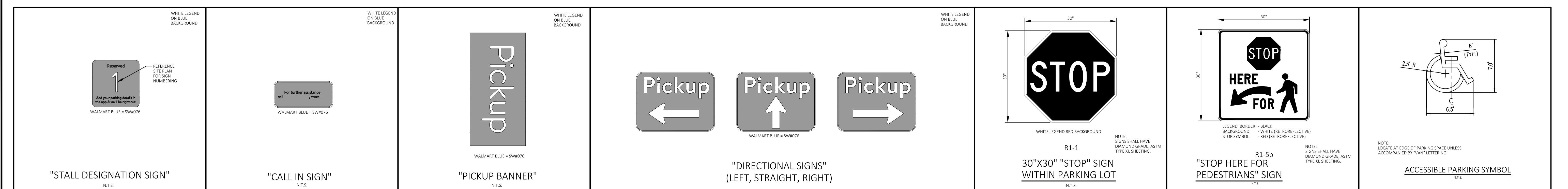
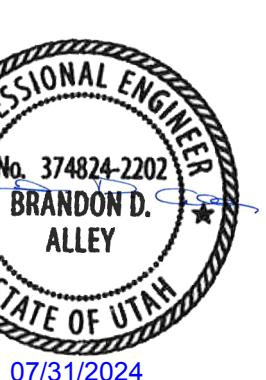
SHEET:
CS4

STIPULATION FOR REUSE
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THE PROJECT IDENTIFIED ON THE DRAWING.
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IT IS NOT TO BE COPIED OR USED
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DRAWING FOR REFERENCE USE
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FOR ANY OTHER PURPOSE. IT IS THE
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Walmart
AMERICAN FORK, UT
949 GRASSLAND DRIVE
PROJ. NO. WMT09321
2024 SPECIAL PROJECT
JOB NUMBER: WMT09321

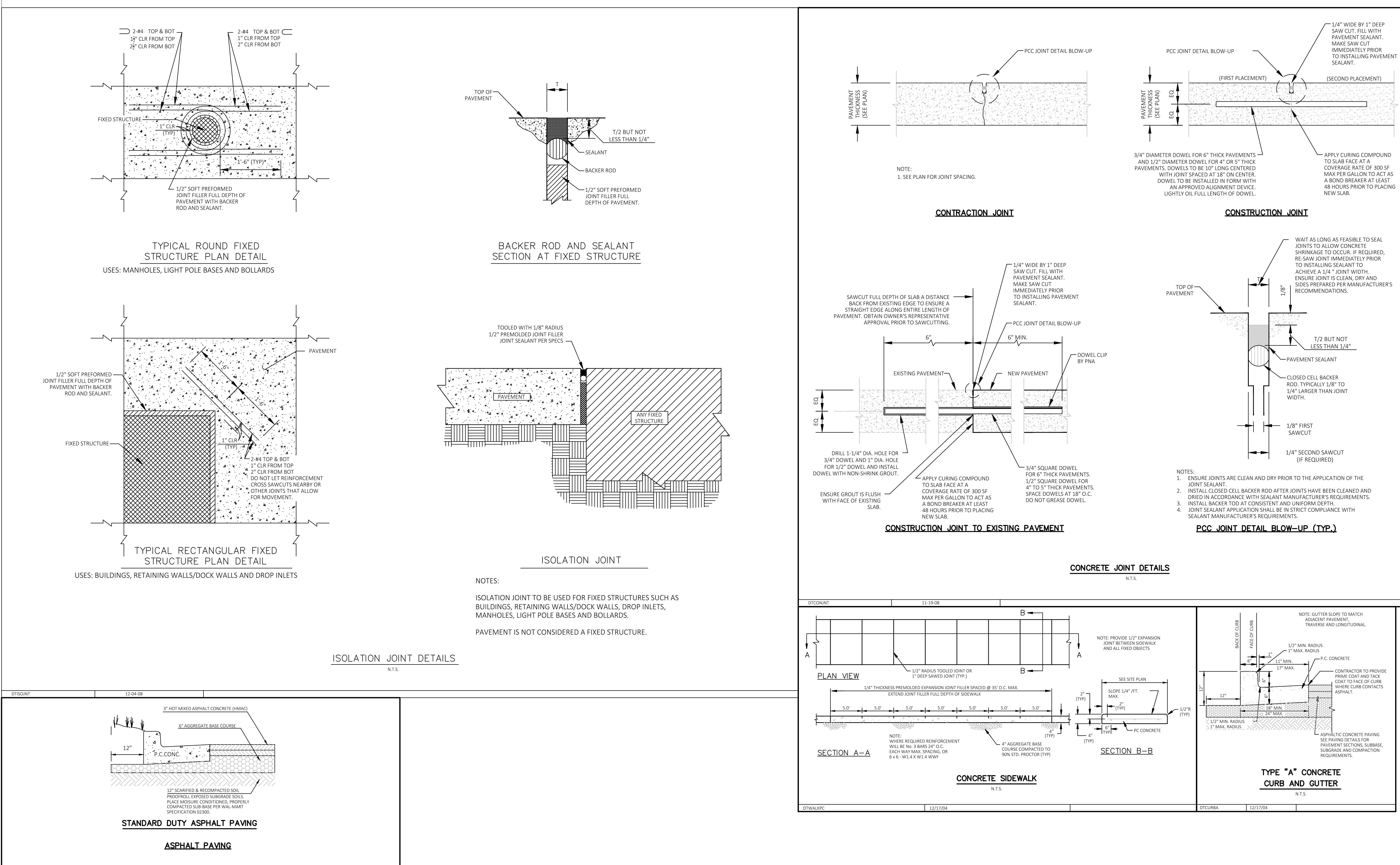
ISSUE BLOCK

JSB
DRAWN BY: JR
PROT. CYCLE: -
DOCUMENT DATE: 06/18/2024



SITE DETAILS
SHEET: CS5

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON
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GALLWAY. IT IS NOT TO BE COPIED, USED
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DRAWING FOR REFERENCE USE ONLY.
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PROJECT IS NOT AUTHORIZED AND MAY BE
CHARGED TO THE LAW.



Walmart
AMERICAN FORK, UT
949 GRASSLAND DRIVE
STORE NUMBER: 2511-1005
JOB NUMBER: WMT092621
PROJ: 296

2024 SPECIAL PROJECT

ISSUE BLOCK

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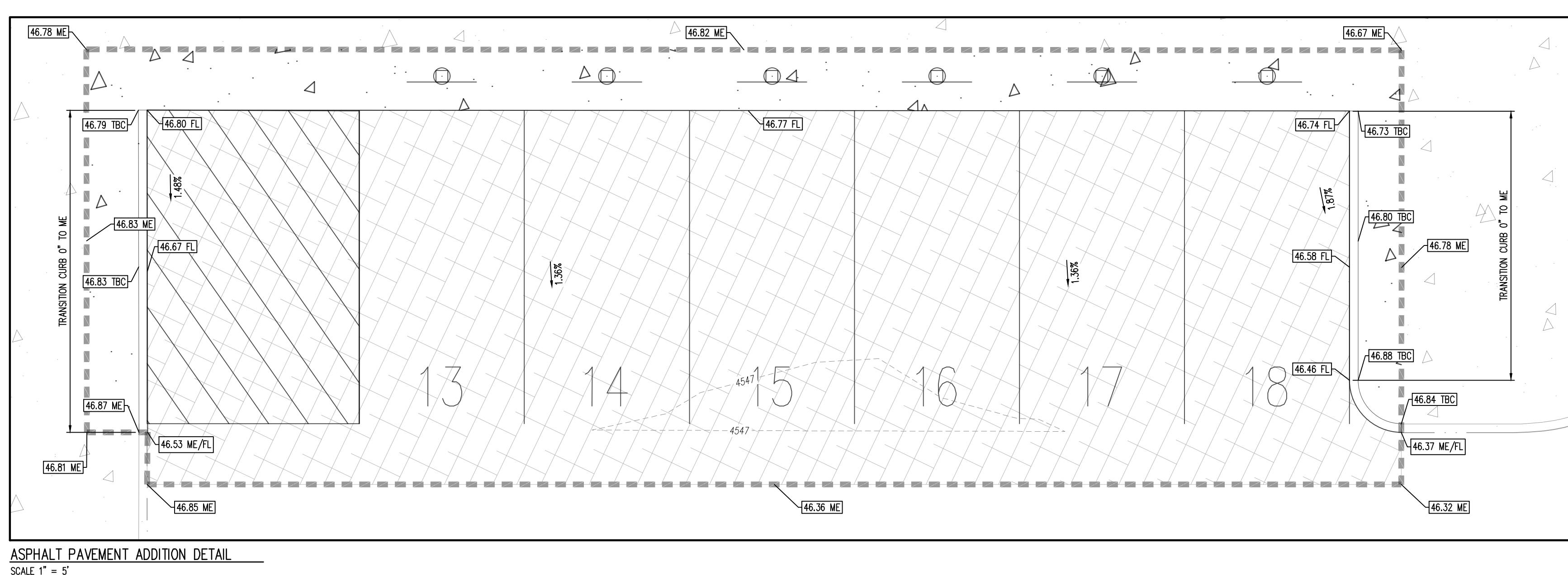
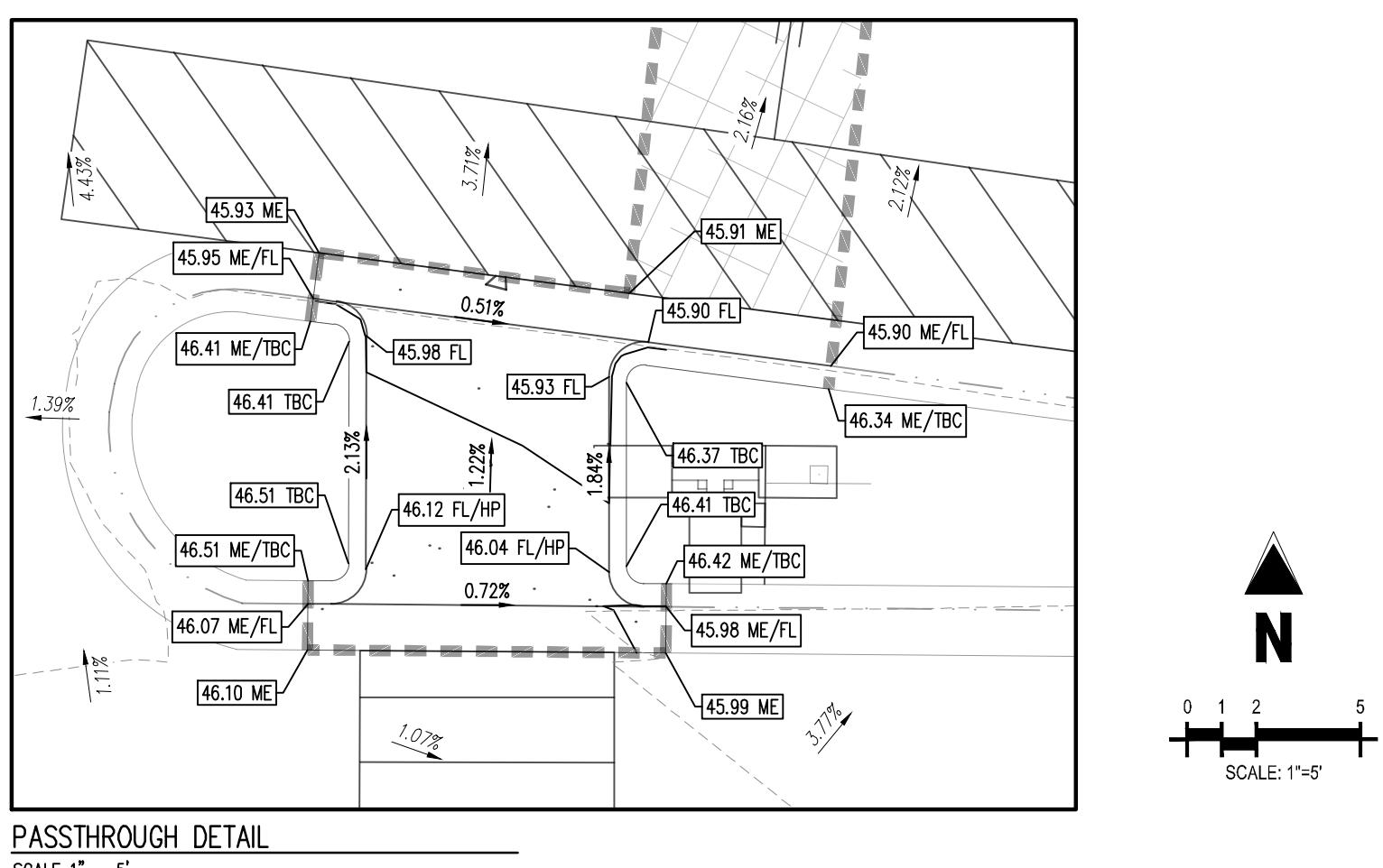
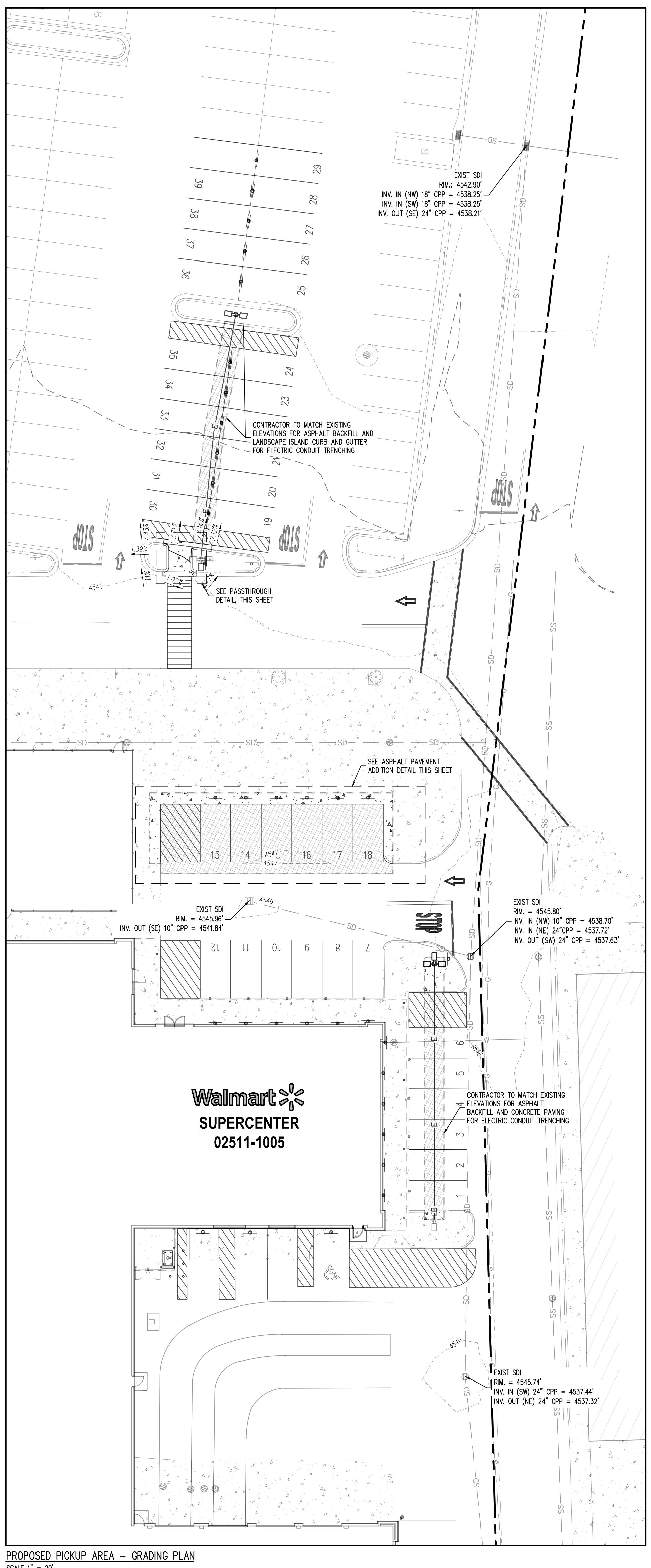
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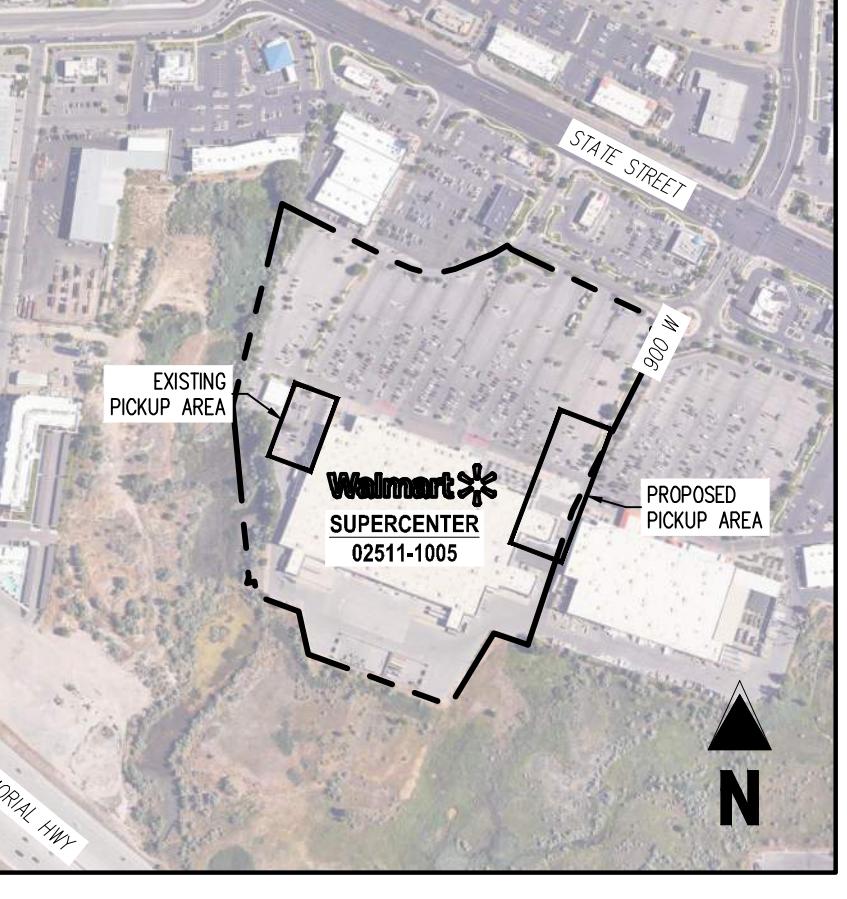
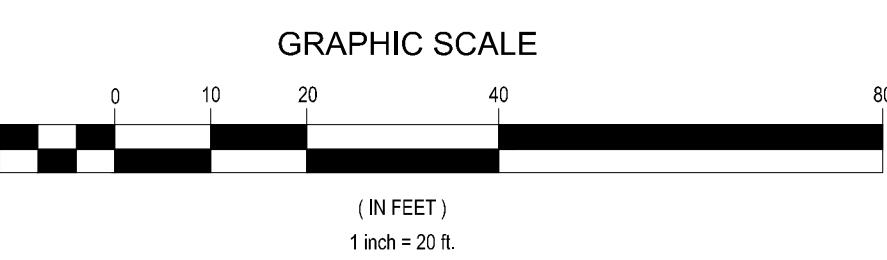
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CAUTION - NOTICE TO CONTRACTOR

- ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURFACE EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE LOCATION OF UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT. PRIOR TO CONSTRUCTION, REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
- WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH TROWLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

811
Know what's below.
Call before you dig.



Walmart
AMERICAN FORK, UT
949 GRASSLAND DRIVE
STORE NUMBER: 2511-1005
JOB NUMBER: WUTW092931
PROT: 296

ISSUE BLOCK
2024 SPECIAL PROJECT

CHECKED BY: JSB
DRAWN BY: JR
PROT CYCLE: -
DOCUMENT DATE: 06/18/2024



GRADING PLAN
SHEET: CS6

Galloway
5500 Greenwood Blvd, Suite 200
San Jose, CA 95111
363-770-8844
gallowayus.com

STIPULATION FOR REUSE
THIS DRAWING WAS PREPARED FOR USE ON
CONTRACTOR'S PROPERTY. IT IS THE CONTRACTOR'S
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LOCATION OF EXISTING UTILITIES, PUBLIC OR
PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT.
DRAWING FOR REFERENCE AND USE
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SHALL NOT USE THIS DRAWING FOR
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Agenda Topic

Review and recommendation on a Development Agreement for Bridges at Fox Hollow located at approximately 350 E 1080 N, American Fork City.

Background

The Bridges at Fox Hollow has previously been through the Planning Commission over a year ago for two particular plats, plat A and B. Since their approvals, their final plats have expired from when the City Council had approved them. As the plats are now expired, they will have to go through the entitlement process again, which is why you are seeing this development agreement. The development agreement will go into details about who is responsible for maintaining certain aspects of the area and a phasing plan for the property to be developed.

Potential Motions – Development Agreement

Approval

I move to recommend approval for the proposed Development Agreement for Bridges at Fox Hollow, relating to maintenance and phasing plans, and providing an effective date for the ordinance.

Denial

I move to recommend denial for the proposed Development Agreement for Bridges at Fox Hollow, relating to maintenance and phasing plans.

Table

I move to table action for the proposed Development Agreement for Bridges at Fox Hollow, relating to maintenance and phasing plans, and instruct staff/developer to.....

WHEN RECORDED, RETURN TO:

**MASTER DEVELOPMENT AGREEMENT
FOR
BRIDGES AT FOX HOLLOW**

THIS MASTER DEVELOPMENT AGREEMENT (MDA) FOR BRIDGES AT FOX HOLLOW is made and entered as of the ____ day of _____, 2024, by and between the AMERICAN FORK CITY, a Utah municipal corporation, and STONEBROOK ENTERPRISES, LLC, a Utah limited liability company (“Developer”).

RECITALS

WHEREAS Developer owns approximately 31.18 acres of real property located at 361 East 980 North, American Fork, Utah 84003 and 1082 North 370 East, American Fork, Utah 84003 (collectively referred to as the “Property”) and intends to develop the Property. Legal descriptions of the Property are attached hereto as Exhibit “A.”

WHEREAS Developer and the City desire that the Property be developed in a unified and consistent fashion consistent with the “Phasing Plan”, attached hereto as Exhibit “B,” except as modified herein.

WHEREAS Development of the Property consistent with this MDA will result in benefits to the City and its residents providing necessary connectivity of the road infrastructure.

WHEREAS Development of the Property pursuant to this MDA will result in benefits to Developer by allowing phased development and by providing assurances to Developer that it will have the ability to develop the Property in accordance with this MDA.

WHEREAS Developer is willing to restrict the Property in a manner that is in harmony with the objectives of the City’s General Plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement;

WHEREAS Developer and the City have cooperated in the preparation of this MDA; and

WHEREAS the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, Utah Code Ann. §10-9a-101, et seq., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree to the following:

TERMS

1. **Affected Property.** The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the American Fork City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Ordinances and Standards.** All provisions of the City Code and the City's Land Development Policies shall govern the Project unless otherwise specifically modified in this MDA. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable ordinances and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with applicable City standards.

4. **Development of the Property.** Development of the Property shall be in accordance with this MDA and its Exhibits. Developer may file separate applications for final plat approval in Phases to be developed in accordance with Development Applications and the Phasing Plan attached hereto as Exhibit "B." Development Applications will be processed according to City's established land development policies, as may be amended from time to time, but shall be subject to Developer's Vested Rights as set forth herein.

5. **Vested Rights Granted by Approval of this MDA.** To the maximum extent permissible under the laws of Utah and the United States and at equity, the City and Developer intend that this MDA grants Developer all rights to develop the Project in accordance with the terms and conditions of this MDA. The parties intend that the rights granted to Developer under this MDA are contractual in nature, unless specifically described as rights that exist under statute, common law and at equity. The parties specifically intend that this MDA grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann. §10-9a-509.

5.1. **Exceptions to Developer's Vested Rights.** The Developer's Vested Rights shall not apply to any updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, storm water management, or pressurized irrigation

requirements found in the American Fork City Code, Standard Specifications and Drawings manual, or similar construction or fire or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare and not arbitrarily imposed. Furthermore, the Parties understand and agree that due to the nature of this MDA and the period of time anticipated to fully develop the Project, the Parties agree to work together in good faith to address engineering and design issues, including traffic flows, that relate to inadequate or unsafe service of the project and to make applicable and reasonable modifications to the exhibits attached to this MDA as may be necessary to address such inadequate or unsafe service of the Project.

6. **Term of Agreement.** The term of this MDA shall expire upon Buildout or twenty (20) years from the date that the first plat for the first Phase of the Project is given recorded with the County Recorder, whichever occurs first. The term of this MDA may be modified upon mutual agreement in writing by the parties. The vested rights granted under this MDA shall expire upon the termination of this Agreement for any portion of the Property which has not been included in a plat which has been given preliminary approval prior to the termination of the Agreement.

7. Approval Processes for Development Applications.

7.1. **Preliminary Plan.** Developer shall submit to the City for review and approval a Preliminary Plan consistent with this MDA.

7.2. **Final Plats.** Subsequent to the approval of a Preliminary Plan, Developer shall submit final plats to the City for review and approval. Said Final Plats shall be consistent with this MDA.

7.3. **Phasing.** The City acknowledges that Developer desires to develop the Property in multiple Phases. Developer may develop the Property in phases, consistent with the Phasing Plan attached hereto as Exhibit B.

7.4. **City's Cooperation in Processing Development Applications.** The City shall cooperate reasonably in promptly and fairly processing Development Applications and subject to the Developer's Vested Rights.

8. Improvements.

8.1. **On-Site Infrastructure.** Developer shall design and construct or cause to be constructed and installed all portions of the on-site infrastructure pursuant to any Development Application approvals and in accordance with the American Fork City Code, except as otherwise set forth in this MDA.

8.2. **Phasing of Infrastructure.** Developer shall install the infrastructure required by the American City Code, Standard Specifications and Drawings, and relevant Exhibits within this MDA, for each Phase. Each Development Application shall include

sufficient infrastructure improvements in order for the subdivision or site to not be dependent upon a later phase and/or plat. It is anticipated that phasing will be as set forth in the Phasing Plan attached hereto as Exhibit "B". Notwithstanding, each phase shall provide an adequate turn around for fire apparatus and other vehicles.

8.2.1. *Phase A*

- (a) Development of Phase A shall constitute the first phase of the development. It shall include a temporary cul-de-sac constructed in accordance with American Fork City Code and the standards and specifications.
- (b) It is anticipated that Phase A will include a bridge at the entry of 350 East. Said bridge is not required and shall not be required prior to vertical construction or the development of other phases of the development.
 - a. At this time, the specifications for the bridge are not known. It is understood and agreed that 350 East is a public road to be dedicated to the City and the bridge, due to spanning the right-of-way, would require an easement for the airspace above 350 East, if the bridge is to be installed. Design criteria such as sight distance, setbacks, etc. shall be in compliance with City codes. The City agrees to grant to Developer an easement for the bridge under terms to be agreed upon by the Parties at a later time.

8.2.2. *Phase B*

- (a) Development of Phase B shall constitute the second phase of the development. Phase B includes a dead end road adjacent to Phase C. No lots shall be developed utilizing the dead end road for access. As such, the City will not require a temporary cul-de-sac on the dead end road.
- (b) Phase B includes a roundabout. Developer desires to maintain the center of the roundabout. The City agrees to allow Developer to maintain the center of the roundabout consistent with the terms of this MDA.

8.2.3. *Phase C*

- (a) Development of Phase C shall constitute the third phase of the development.

8.2.4. *Phase D*

- (a) Development of Phase D shall constitute the fourth phase of the development.

8.2.5 ***Phase E***

- (a) Development of Phase E shall constitute the fifth, and final, phase of the development.

9. Public Right-Of-Way. All streets/roadways within the development shall be dedicated to American Fork City for the use as public right-of-way. Said streets shall be developed consistent with the applicable cross-section as provided in American Fork City Code.

10. CC&Rs and Association Declarations. Portions of the Property shall be subject to certain conditions, covenants and restrictions. In addition to such conditions, covenants and restrictions, each residential community may be governed by different Association Declarations. If Association Declarations are filed against any community within the Project, the Homeowners Association(s), if any, associated with each set of Association Declarations will be responsible for the implementation and enforcement of the applicable Association Declarations. The Association Declarations may be amended by the processes specified in the Association Declarations without any requirement of approval of such amendments by the City.

11. Ponds and Retention/Detention Facilities. As applicable, all ponds, including water detention facilities, and appurtenant infrastructure located within the development (“Facilities”) shall be owned and maintained by the Homeowners Association created by the Developer. The Developer and subsequent HOA shall indemnify and holds harmless the City and its authorized agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City from the construction, presence, existence or maintenance of the facilities by the Developer or HOA. In the event a claim is asserted against the City, its authorized agents or employees, the City shall promptly notify the Developer and HOA and the Developer and HOA shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees shall be allowed, the Developer and HOA shall pay for all costs and expenses in connection therewith.

12. Roundabout Landscaping. The development plans for 390 East provide for a roundabout to be installed. Said roundabout will be dedicated to the City as public right-of-way. Developer desires to, through the HOA, maintain the landscaping within said roundabout. To facilitate such landscaping, the City agrees to enter into a lease agreement with the HOA for the maintenance of the landscaped portion of the roundabout under terms and conditions consistent with the template attached hereto as Exhibit “D” and incorporated by reference into this Agreement.

13. Fencing. The Property is located adjacent to the Tri-City Golf Course, d/b/a Fox Hollow Golf Course (the “Golf Course”). Developer desires to minimize the risk of property damage to the development as a result of stray golf balls. The City desires to minimize the risk of trespassing on the Golf Course by way of the development. There is currently an existing chain link fence along the property line of the Golf Course and the Property. Developer may remove said fence with written approval of Golf Course. However, the fence shall be replaced with an equivalent barrier or fence which restricts access to the Golf Course as agreed upon by Golf

Course. Separate and above the fencing along the Property boundary adjacent to the Golf Course, Developer shall install netting or other barrier which shall be a protection from Golf Course activities, including stray golf balls, to any properties within said Development.

14. Default.

14.1. **Notice.** If Developer or the City fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.

14.2. **Contents of the Notice of Default.** The Notice of Default shall:

- (a) **Claim of Default.** Specify the claimed event of Default;
- (b) **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this MDA that is claimed to be in Default;
- (c) **Specify Materiality.** Identify why the Default is claimed to be material; and
- (d) **Optional Proposed Cure.** If the City or Developer chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days in duration.

14.3. **Meet and Confer, Mediation.** Upon the issuance of a Notice of Default, the parties shall engage in the “Meet and Confer”. If the issue is not resolved during the “Meet and Confer” process, the parties shall engage in a mediation process as set forth above in Section 5.3.

14.4. **Remedies.** If the parties are not able to resolve the Default by “Meet and Confer” or by mediation then the parties may have the following remedies:

14.4.1. **Legal Remedies.** All rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages; provided, however, Developer shall not pursue an action for monetary damages, except under the following circumstances: (i) any default by the City for non-payment of funds by the City, (ii) any default arising from fraud, bad faith, or gross negligence by the City, and/or (iii) any default arising from the City where specific performance is unavailable as a remedy.

14.4.2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.

14.4.3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.

14.5. **Public Meeting.** Before any remedy in this Section 14 may be imposed by the City the party against which the Default is alleged shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed Default.

14.6. **Emergency Defaults.** Anything in this MDA notwithstanding, if the Council finds on the record that a default materially impairing and creating a compelling, countervailing interest of the City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City, then the City may impose the remedies of this Section 14 without the requirements set forth above in this Section 14. The City shall give Notice to Developer of any public meeting at which an emergency default is to be considered and Developer shall be allowed to address the Council at that meeting regarding the claimed emergency Default.

14.7. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.

15. **Notices.** All notices required or permitted under this MDA shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To Developer:

Attn:

To the City:

American Fork City
Attn: David Bunker
51 East Main Street
American Fory, Utah 84003

Except as otherwise provided in this MDA, each Notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice, (ii) its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice, or (iii) on the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may

change its address for Notice under this MDA by giving written Notice to the other party in accordance with the provisions of this Section.

16. **Attorneys' Fees.** In addition to any other relief, the prevailing party in any action, whether at law, in equity or by arbitration, to enforce any provision of this MDA shall be entitled to its costs of action including a reasonable attorneys' fee.

17. **Agreement to Run With the Land.** This Agreement shall be recorded in the Office of the Utah County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property. This Agreement supersedes any and all development agreements that have been executed concerning the Property.

18. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without the consent of the other party. This Agreement shall be binding upon any successors and assigns. This restriction on assignment is not intended to prohibit or impede the sale by Developer. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this MDA as a condition precedent to the effectiveness of the assignment.

19. **Entire Agreement.** This MDA (including all Exhibits attached hereto) is the entire agreement between the parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.

20. **Headings.** The captions used in this MDA are for convenience only and are not intended to be substantive provisions or evidences of intent.

21. **No Third Party Rights/No Joint Venture.** This MDA does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the parties do not intend this MDA to create any third-party beneficiary rights. The parties acknowledge that this MDA refers to a private development and that the City has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the City's.

22. **Binding Effect.** If Developer sells or conveys portions of the Property as permitted in Section 20, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and Density as applicable to such Parcel and be subject to the same limitations and rights of the City when owned by Developer and as set forth in this MDA without any required approval, review, or consent by the City except as otherwise provided herein. The City agrees that this MDA is a contract and contains contractual obligations of the City, and is fully enforceable and binding upon the City.

23. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.

24. **Severability.** If any provision of this MDA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this MDA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this MDA shall remain in full force and affect; provided, however, if any of the City's representations, covenants, agreements, or obligations are invalidated, Developer shall have the right, in its sole and absolute discretion, to terminate this MDA and/or pursue any remedies available under this MDA.

25. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this MDA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

26. **Time is of the Essence.** Time is of the essence to this MDA and every right or responsibility shall be performed within the times specified.

27. **Appointment of Representatives.** To further the commitment of the parties to cooperate in the implementation of this MDA, the City and Developer each shall designate and appoint a representative to act as a liaison between the City and its various departments and Developer. The initial representative for the City shall be Adam Cowie and the initial representative for Developer shall be Ken Watson. The parties may change their designated representatives by Notice. The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this MDA and the development of the Project.

28. **Mutual Drafting.** Each party has participated in negotiating and drafting this MDA and therefore no provision of this MDA shall be construed for or against either party based on which party drafted any particular portion of this MDA.

29. **Applicable Law and Venue.** This MDA is entered into in the City of American Fork, Utah County, State of Utah, and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules. Any action to enforce this MDA shall be brought only in the Fourth District Court for the State of Utah, Utah County.

30. **Recordation and Running with the Land.** This MDA shall be recorded in the chain of title for the Project. This MDA shall be deemed to run with the land.

31. **Authority/Approval.** The parties to this MDA each warrant that they have all of the necessary authority to execute this MDA.

32. **Effectiveness of MDA.** This MDA shall be effective as of the Effective Date.

[Signatures and Acknowledgements to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this MDA by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER:

By: _____

Its: _____

CITY:

City of American Fork,
a Utah municipal corporation

By: BRADLEY J. FROST
AMERICAN FORK CITY MAYOR

ATTEST:

TERILYN LURKER
AMERICAN FORK CITY RECORDER

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 2024, personally appeared before me
_____, who, being by me duly sworn, did say that he is the
_____, of _____, a Utah limited liability
company, and that the foregoing instrument was duly authorized by the company at a lawful
meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

OWNER'S CONSENT

_____, _____, as the owner of record of a portion of the real property described in Exhibit A, consents to the recording of this MDA against the Property, understanding that this MDA will run with the land according to the terms and provisions set forth in this MDA.

By: _____

Its: _____

On the _____ day of _____, 2024, personally appeared before me
_____, who, being by me duly sworn, did say that he is the
_____ of _____, a Utah limited liability
company, and that the foregoing instrument was duly authorized by the company at a lawful
meeting held by authority of its operating agreement and signed in behalf of said company.

NOTARY PUBLIC

EXHIBIT A
PROPERTY DESCRIPTIONS

Parcel 12:061:0273

Parcel 12:061:0079

EXHIBIT B
PHASING PLAN

PHASING PLAN

CONSERVATION SUBDIVISION

Plat	Area	Open Space	% Open per Plat	Total Open Space
A	3.82	0.91	24%	24%
B (portion)	3.73	2.36	63%	43%
D	3.54	0.00	0%	29%

REQ'D OPEN SPACE
PROVIDED OPEN SPACE

Area (ac)
2.77
3.26

Area (%)
25%
29%

FLEXIBLE LOT SUBDIVISION

Plat	Area	Open Space	% Open per Plat	Total Open Space
B (portion)	5.29	0.00	0%	0%
C	4.07	0.00	0%	0%
E	10.54	0.00	0%	0%

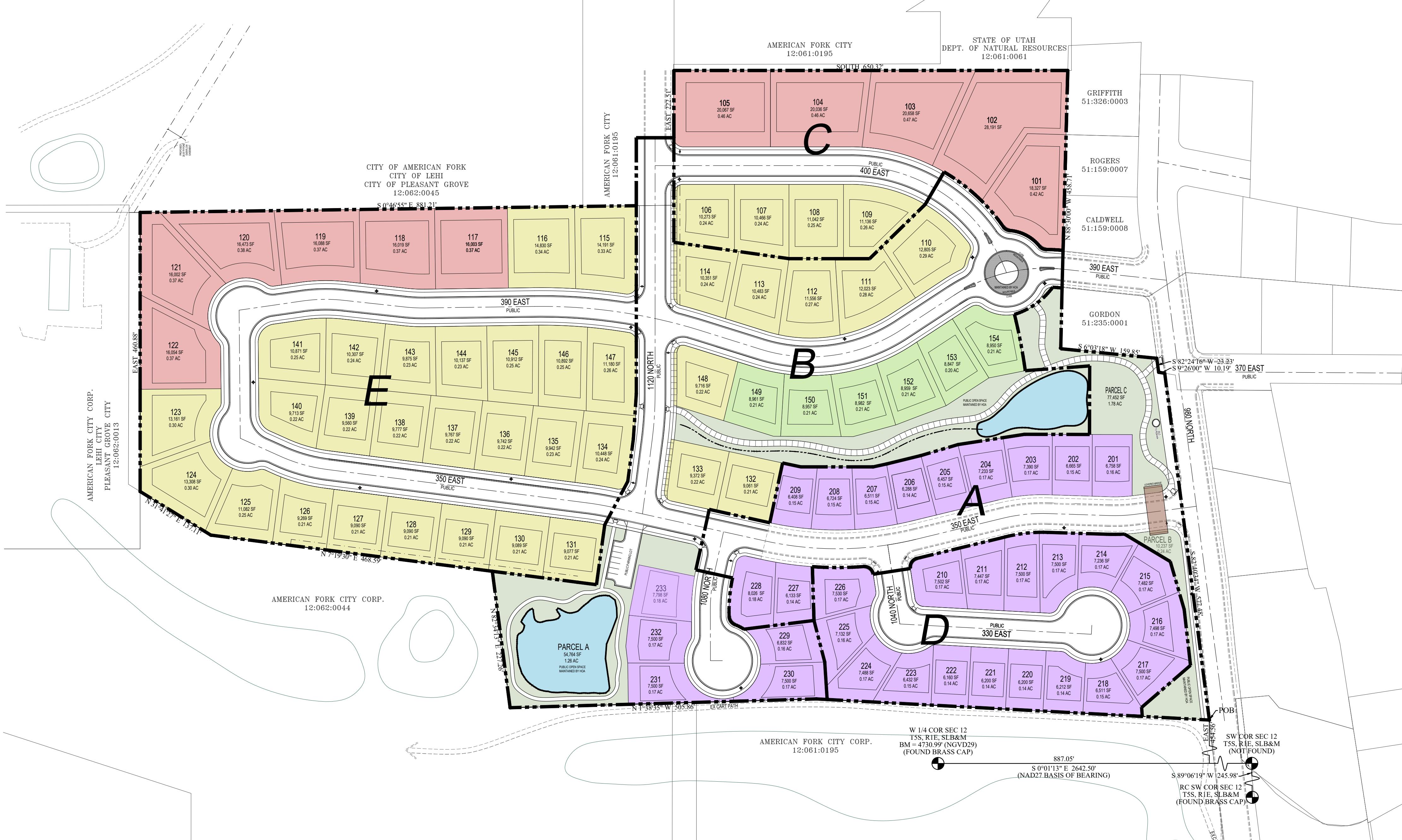


EXHIBIT C
ROUNDABOUT LEASE

ROUNDABOUT PROPERTY LEASE AGREEMENT

This Lease Agreement is entered into this _____ day of _____, 20_____, by and between American Fork City (hereinafter referred to as the “City”) and _____ (hereinafter referred to as the “HOA”). This Agreement shall be binding and effective as of the date the last of the two parties signs the Agreement (hereinafter “Effective Date”).

RECITALS

WHEREAS the City owns public right-of-way within the Bridges at Fox Hollow subdivision (the “Subdivision”) located at approximately _____, American Fork City, Utah 84043;

WHEREAS HOA is the Homeowner Association for the Bridges at Fox Hollow subdivision;

WHEREAS the right-of-way within the Subdivision contains a roundabout at the convergence point of 390 East and 400 East (“Roundabout”);

WHEREAS the HOA desires to landscape the center of the Roundabout (“Landscape Area”) to maintain the desired aesthetic of the community; and

WHEREAS City agrees to lease to the HOA the Landscape Area pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the promises, covenants, and conditions herein contained, and in further consideration of the execution of this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, and the HOA agree as follows:

AGREEMENT

Therefore, the parties agree as follows:

1. Recitals. The above-stated Recitals are incorporated herein by this reference.
2. Compensation. Compensation to the City shall be in the form of the service provided, specifically, maintenance of the Landscape Area. Compensation to the HOA shall be in the form of permission to maintain the Landscape Area consistent with the desired aesthetic of

the community and consistent with this Agreement.

3. **Term.** The term of this Agreement shall be for a period of twenty (20) years beginning on the Effective Date (hereinafter, "Lease Term").
 - a. The Lease Term will terminate if or when:
 - i. The Lease Term expires;
 - ii. The HOA gives written notice to the City of its intent to terminate this Agreement by mailing a written notice to the last provided address of the City;
 - iii. Either party defaults in the performance of its respective obligations described in this Agreement and the default is not cured; or
 - iv. The HOA fails to maintain the Landscape Area in a manner satisfactory to the City.
4. **Landscape and Maintenance.** The HOA shall be responsible for all maintenance of the Landscape Area, including, but not limited to, watering, mowing and pruning of the Landscape Area, as applicable. Use and maintenance of the Landscape Area shall not interfere with the use of the public right-of-way within the Subdivision, including interference with sight lines and other safety concerns.
5. **Modification – Waiver.** No change or modification of this Agreement shall be valid unless made in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such a waiver is in writing and signed by each of the parties hereto.
6. **Indemnification.** The HOA agrees to indemnify and hold the City, its officers, agents, officials, volunteers, and employees harmless against any and all loss, liability, damage, costs and expenses which the HOA or any person participating in activities within the Landscape Area may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Landscape Area. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the City or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the conduct of the HOA, its agents, affiliates, or employees.
7. **Severability.** If any provision of this Agreement is held invalid by operation of law or by a Court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
8. **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties and their respective heirs, legatees, representatives, successors, allowable transferees and allowable assigns.
9. **Assignment; Sublease.** The HOA shall not assign or transfer this Agreement, or any

interest therein, and the HOA shall not sublet the Landscape Area or any portion thereof, without the prior written consent of the City.

10. Amendments. This Agreement may not be modified, amended or terminated except by an instrument in writing, signed by each party hereto. Agreements to reasonable requests for modifications will not be unreasonably withheld, conditioned, or delayed.
11. Duplicate Originals. This Agreement may be executed in duplicate originals, each of which shall be deemed to be an original, and all of which shall be deemed to constitute one and the same instrument.
12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Utah, regardless of any choice or conflict of law rules. Each party agrees that any legal action or proceeding with respect to this Agreement may only be brought in the courts of Utah County, in the State of Utah. Consequently, each party hereby submits itself unconditionally to the jurisdiction and venue of the aforementioned courts.
13. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall nevertheless be construed, performed, and enforced as if the invalidated or unenforceable provision had not been included in this Agreement.
14. Entire Agreement. All agreements, covenants, representations and warranties, express or implied, oral or written, of the parties concerning the subject matter hereof are contained solely in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made by any party to any other party concerning the subject matter hereof. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. This is an integrated agreement.

WHEREFORE, the parties have executed the foregoing Agreement to be effective the date first appearing above.

HOA

AMERICAN FORK CITY

By: _____

Name: _____

Bradley J. Frost

Its: _____

Mayor

ATTEST:

Terilyn Lurker, City Recorder