AMERICAN FORK CITY

AMENDED PLANNING COMMISSION AGENDA

Regular Session

February 5, 2025

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	**Rod Martin**
Chris Christiansen, Vice Chair	**David Bird**
Geoff Dupaix	**Harold Dudley**
Bruce Frandsen	**Claire Oldham**

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on February 5th, 2025, 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 January 22, 2025, Planning Commission minutes

3. **Action Items** (Action Items is that class of Commission action that requires further discussion on Site Plans and proposed zoning designation for annexing areas. The Planning Commission will have authority to approve Site Plans for final action and provide recommendations for the zone of annexing property.)

    a. Review and recommendation on a proposed zone for an annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. On approximately 24 acres, the property will be annexed into American Fork City and be given the Planned Residential (PR-3.0) zoning designation.

4. **Other Business**
    a. Upcoming Projects

5. **Adjournment**

Dated this 23rd day of January 2025

Patrick O'Brien

Development Services Director

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

AMERICAN FORK CITY

PLANNING COMMISSION REGULAR SESSION

January 22nd, 2025

The American Fork City Planning Commission met in a regular session on January 22nd, 2025 at the American Fork City Hall, 31 North Church Street, commencing at 6:00 p.m.

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

Commissioners Absent: Geoff Dupaix,

Staff Present:

Patrick O' Brien	Development Services Director
Cody Opperman	Planner II
JJ Hsu	Project Engineer
Angie McKee	Administrative Assistant I

Others Present: Freddy Zahn, Rachel Derricott

REGULAR SESSION

Chistine Anderson led the "Pledge of Allegiance"

Roll Call

Chairwomen Anderson explained the sections of the agenda, and the order in which staff, applicants, and the commissioners would speak throughout the meeting in order to keep the meetings professional and organized. She added that the planning commission is a voluntary citizen board, and the commissioners do not have any previous discussion about any of the items before the meeting.

COMMON CONSENT AGENDA

1. **Minutes of the January 8th, 2025 Planning Commission Regular Session.**

Bruce Frandsen motioned to approve the Common Consent agenda.

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Christine Anderson	**AYE**
Bruce Frandsen	**AYE**
David Bird	**AYE**
Harold Dudley	**AYE**

The motion passed

ACTION ITEMS

a. **Review and action on a Request for Consideration of Lawn Thumbs in the CC-1 Zone. Per 17.4.401 (B)(17), this item pertains to the evaluation of a request to permit this business to operate within the Central Commercial (CC-1) Zone. Lawn Thumbs is located at 120 N Grant Avenue, American Fork City, on a parcel approximately 0.48 acres in size.**

Cody Opperman reviewed the background information for Action Item letter a: The applicant has applied for a Request for Consideration for their use of a landscaping maintenance business within the Central Commercial (CC-1) Zone to be granted approval under Sec 17.4.401(B)(17). The applicant's business use is not identified within the permitted uses of the zone. The Planning Commission has the authority to grant approval of their specific use under 17.4.401(B)(17) that indicates “other uses similar to the foregoing which are determined by the planning commission to be similar to and in harmony with the intent of the zone but not including self-service storage facilities (mini warehouse).”

Mr. Opperman outlined the background of the business and the business licensing issues which was included in the packet.

Patrick O'Brien explained the portion of the code that has brought this item before the planning commission and reminded them that this is an administrative item, and they should make a decision based on their understanding of the intent of the zone, and if the use, based on all of its characteristics, meets that overall intent of the zone. Rodney Martin asked to see all the uses allowed in this zone, and Mr. O'Brien brought up that portion of the code and allowed the commissioners to read through the uses. Christine Anderson asked to also see the portion of code that talks about the intent of the zone, and she read that section out loud for the record:

"Intent. The intent in establishing the CC-1 is to provide a place where retail and service uses can be constructed and maintained which will serve the needs of the citizens of American Fork City and surrounding areas. It is the further intent in establishing this zone to maintain the central business district as the "heart of the city" allowing residential units to be located therein while maintaining street level commercial uses. The uses characteristic of this zone are retail stores, banks, office buildings, theaters, hotels, a wide variety of specialty shops, restaurants, and higher density residential uses. Conversely, uses which tend to create business dead spots, cause undue scattering of business, and generally tend to thwart the use of the land for its primary purposes shall be excluded from the zone."

Christine Anderson asked staff about the dates this zone was established, and Mr. O'Brien informed her that while the zone was established in 2008 through an ordinance approval, significant enhancements were made to the zone in 2020. Chairwomen Anderson asked to clarify if the property was in the CC-1 zone when the applicant started renting the property and eventually bought the property. Staff confirmed that the property was in the CC-1 zone at that time.

Freddy Zahn introduced himself as the owner of Lawn Thumbs and informed the commissioners that 4 years ago he took over a lease from a different landscaping company that was operating at this location. Mr. Zahn explained that because the city required the utilities to be in the landlord's name, he was not aware of the zoning issue or the need for him to get a business license until he purchased the property and was getting the utilities switched into his name. Mr. Zahn spoke of his love for American Fork City going back to when he was the General Manager for the Applebee's restaurant in American Fork back in 2006. He apologized for not complying with the city requirements and told the commission he would make any changes the city requires if he can stay and operate his business from the current location. Mr. Zahn spoke of his employees' and the ability his company gives them to gain certifications, and any schooling needed to further their careers.

Rachel Daracott who has been with the company for 8 years as a licensed landscape designer from Utah State University and also became an ISA certified arborist through a program Lawn Thumbs put her through, spoke to the Commission about the business and their operations.

Rodney Martin asked about a small house that is shown on google maps, and the applicant confirmed that house had been torn down and the fencing with privacy slats had been put in before he moved into the property. Christine Anderson spoke about this being a company that she would want to keep in American Fork, but being bound by the code, there might be a better

place in the city for them to be operating, as the uses of this applicant are not characteristic of what the city is looking for in the CC-1 zone. Patrick O'Brien noted that if the request were not approved by the planning commission, the city would work with the applicant in finding a location in the city that would allow landscaping businesses, as the last thing the city wants to do is shut down good performing businesses.

Harold Dudley asked about the zones around this location, and Mr. O'Brien informed him that there is a mix of R4-7500 and Public Facility zones but noted that there are older grandfathered uses around this area, so just because something is in that zone does not necessarily mean it is a permitted use. Mr. O'Brien added that as the uses change, they are required to conform to today's code and that it is part of the challenge the city has in that area when we have a goal to revitalize our downtown. Christine Anderson told the commissioners that when she first looked at this agenda item and saw the uses right around this property, it seemed like none of them were in line with the CC-1, and realized it is a tricky area with the tracks there. Chairwomen Anderson added that looking at this area as planners for the future and the opportunities those tracks could provide as public transit into a revitalized downtown area, it makes sense to preserve both sides of the street, and the decision tonight is if this use fits into the CC-1 zone.

David Bird commented that he noticed one of the items allowed in the CC-1 zone was lumber yards, and also saw that heating companies were acceptable, and for those reasons he feels this landscaping business is similar to those companies. Harold Dudley added that the first sentence talks about retail and service uses, and he looks at this as a service use for the community, and it is not much different than the current uses in that area. Patrick O'Brien clarified that while he appreciates where the commissioners are coming from, there is a definition section in the code that staff will pull up for them to review because if this business fell into the definition of the CC-1 zone, we would not be here tonight. Mr. O'Brien added that this is why the definitions are important when going through zoning administration to ensure that there is not just a catch all that everything can fall under, and specificity matters as these are legal standards and requirements.

Bruce Frandsen commented that while he realizes staff has a hard 'No' on this, he sees that there can be nursery stock stored here, and there can be absolutely no storage units, but this property is surrounded by storage units. Christine Anderson reminded the commissioners that those uses are very old and grandfathered in. Mr. Frandsen added that he is supposed to make a decision if this company's use works in this zone, and if you can sell Christmas trees and nursey stock and do service stuff, he leans towards thinking it is fine. There was some discussion about the definition of service commercial and retail, and Patrick O'Brien noted the possibility of getting further legal clarification. Rodney Martin commented that this company needs a business license, or they cannot get loans or get insurance. Mr. Martin added that because the city is in the process of rewriting the code that is going to address some of these things, and with other businesses like a trucking company, Rocky Mountain Power, and a tire shop nearby, he finds it ridiculous to not issue this company a business license. Christine Anderson spoke to the point of the planning commission being bound by the city code on administrative items such as this, and while there

are always going to be different opinions, she feels it is her duty as a planning commission member to follow the code.

Mr. Martin questioned why there were a bunch of explanations about administrative stuff at the beginning of this meeting when there are not at others and wondered if there was an agenda being pushed due to potential discussions that took place outside of this meeting.

Christine Anderson told Mr. Martin that she has been attending training and meetings on the best practices for chairing a meeting, and she would be happy to show him her notes about laying out the rules at the beginning of the meeting. Chairwomen Anderson reminded the commissioners that there have been a couple of meetings that there was not enough structure and things went a bit out of control, so she is sorry if looks contrived or like there is an agenda, these are things that she has been trying to improve on as a chairperson and it is her full intention to lay things out in that identical fashion every single meeting. Harold Dudley noted that while he accepts that explanation, he can see where Mr. Martin is coming from and because he used to be a city planner, he knows that sometimes-planning staff can be scared of making a decision that does not fit perfectly within the code, and he thinks this company should have been given a business license and should not even be here before the planning commission.

Chris Christiansen stated that while he wishes this situation were black and white, it becomes gray when it says, ‘similar uses can be determined by the planning commission’. Mr. Christiansen added that while this decision should not be made off of personal preferences, commercial service means ‘a service which is provided in exchange for income,’ and this use seems to meet that definition. David Bird added that while he respects Chairwomen Anderson opinion, he believes this use does fit into the zone. Bruce Frandsen agreed this was no longer just his opinion, and he believes this request meets the zone's criteria.

Christine Anderson added that on nights like this, when there are different opinions, she is always extremely grateful that there is a group of commissioners so that the decision that is made is the majority decision. She added how much she appreciates every person on this commission, and she hopes they know how much she respects each one of them. Patrick O’Brien wanted to add that regardless of the beliefs of the commissioners, staff does not have an issue with this particular business but are in fact bound to a list of professional ethics that are established through the APA to follow certain standards and procedures, so when it comes to receiving a business license, in terms of the process, staff must look at that and go off of the plain language and definitions outlined in the code. Mr. O’Brien added that this is why there are things like this built into the code, so if someone has a different interpretation as a business owner, they can bring that forward and ask their peers in the community to review it.

Rodney Martin moved to approve the proposed landscaping maintenance use, located at 120 N Grant Ave, American Fork City, in the Central Commercial (CC-1) Zone, subject to all conditions found in the staff report.

David Bird seconded the motion.

Voting was as follows:

Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Christine Anderson	**NAY**
Bruce Frandsen	**AYE**
David Bird	**AYE**
Harold Dudley	**AYE**

The motion passed

b. **Review and recommendation on a proposed zone for an annexation, known as Jes and Claire Scott Annexation, located at approximately 305 E 620 S, American Fork City. On approximately 1.52 acres, the property will be annexed into American Fork City and be given the General Commercial (GC-2) zoning designation.**

Patrick O'Brien reviewed the background information for Action Item letter b: The applicant has applied for annexation within American Fork City. The project area looks to have the GC-2 zoning designation assigned to the land, which would be for Planned Commercial Development Projects. As is the case with all our annexations, the annexation agreement is drafted, and that goes forward and dictates development requirements and standards. The Planning Commission's role in this is reviewing the proposed Zone, and then determining it based off the land use. So, the Planning Commission must look at what staff is recommending in terms of the zone and see if it conforms to the underlying land use.

Bruce Frandsen moved to recommend approval for the proposed zoning for the Annexation Agreement as GC-2, for the subject property located approximately at 305 E 620 S, American Fork City, subject to any conditions found in the staff report.

Rodney Martin seconded the motion.

Voting was as follows:

Chris Christiansen	**AYE**
Rodney Martin	**AYE**
Christine Anderson	**AYE**
Bruce Frandsen	**AYE**
David Bird	**AYE**
Harold Dudley	**AYE**

The motion passed

Other Business

Patrick O'Brien thanked the commissioners who took the time to attend the general plan meeting the night before and asked them to send any comments they have to him by February 10th. Mr. O'Brien also gave them an update on the progress of the general and station areaplan. Chris Christiansen thanked Patrick and the staff for the work they are doing on the plan.

Adjournment

Chris Christiansen motioned to adjourn the meeting.

Rodney Martin seconded the motion.

Meeting adjourned at 7:13 PM

Angie McKee

Administrative Assistant I

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

Development Review Committee Staff Report
Meeting Date: February 5, 2025

Agenda Topic

Review and recommendation on a proposed zone for an annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. On approximately 24 acres, the property will be annexed into American Fork City and be given the Planned Residential (PR-3.0) zoning designation.

BACKGROUND INFORMATION		
Location:		100 W 700 S
Project Type:		Annexation Agreement
Applicants:		Devin Chipman; Mike Davey
Existing Land Use:		Residential Low Density
Proposed Land Use:		N/A
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Residential Low Density
Existing Zoning:		Unincorporated Territory
Proposed Zoning:		PR-3.0
Surrounding Zoning:	North	R2-7500
	South	Unincorporated Territory
	East	Unincorporated Territory
	West	R1-1200, R1-9000, RA-1, PR-3.0

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 Planned Residential Projects. The annexation area is proposing to be developed into the Chipman Estates subdivision.

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. The identification of the distance from existing city utility lines to the boundary of the annexing property;
    3. 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 master plans project the following for the proposed annexation areas, 112.08 ERC for culinary water, 12.03 acres for pressurized irrigation, and 112.08 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. The annexation area is adjacent to 100 West Street, which is identified on the transportation master plan as a minor collector. A portion of 700 South, which is identified on the transportation master plan as a minor collector, traverses the annexation area. The Trails Master Plan identifies a trail to be constructed along the American Fork River.

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 designation. The Land Use designation informs the zoning that will be allocated to the property. The American Fork Bike and Pedestrian Plan will also show the property having a Shared-Use Path associated with development. The Shared-Use Path will need to be a minimum of 10’ in width and follow along the American Fork City River.

3. **The identification of the distance from existing city utility lines to the boundary of the annexing property:**
    a. The annexation area is adjacent to 100 West Street, which contains a 12-inch ductile iron water line, 6-inch PVC pressurized irrigation line, and an 8-inch sanitary sewer.

The nearest storm drain main line is located on the west side of 100 West Street at 700 South.

4. **Zoning required or recommended:**
    a. Staff recommends zoning as PR-3.0; Planned Residential Zoning

5. **Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses:**
    a. Schools:
        i. American Fork High School: ~ 3.1 Miles
        ii. American Fork Junior High: ~ 3.6 Miles
        iii. Greenwood Elementary: ~ 1.6 Miles
    b. Parks:
        i. Boat Harbor: ~ 1.6 Miles
        ii. Monarch: ~ 0.9 Miles
        iii. Greenwood: ~ 1.4 Miles
        iv. Rotary: ~ 1.3 Miles
    c. Planned Shopping Centers (SC-1 Zones):
        i. Eastern SC-1 Zone: ~ 2.5 Miles
        ii. Western SC-1 Zone: ~ 2.6 Miles

6. **Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:**
    a. Water, sewer, and pressurized irrigation exist within 100 West Street. Storm drain is located further south on the west side of 100 West Street at 700 South. When the parcel is developed, the necessary mainlines and utilities across the frontage and within the development will be required as a cost of the developer. Upsized utility sizes will have the upsized portion reimbursed by the city to the developer at time of development.

Project Conditions of Approval

1. Annexation agreement for Chipman and Stake Center 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

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 Agreement, located at approximately 100 West 700 South, 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 Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003.

Table

Madame Chair, I move to table action for the proposed Annexation Agreement, located at approximately 100 West 700 South, American Fork City, UT 84003, and instruct staff/developer to……..

ANNEXATION AGREEMENT
(**Chipman/Stake Center Annexation)**

This Annexation Agreement ("Agreement"), made and entered into this ___ day of _____, 2025, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Schmidt, Howard, ovember 14, 2024 an owner (hereafter referred to as "Chipmans"), Watson, John D. & Elaine, an owner (hereafter referred to as "Watsons"), and Corp of Pres Bishop Church of Jesus Christ of LDS, an owner (hereafter referred to as "The Church of Jesus Christ of Latter-Day Saints") and collectively referred to as "Applicants" is based on the following:

RECITALS

WHEREAS, Applicants are the owner of certain parcels of privately-owned real property constituting 100 percent of the Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicants 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. 2024-10-38R , accepting the Petition for Annexation;

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

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

TERMS AND CONDITIONS

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

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

SECTION 2 - Annexation a benefit to Applicants: Applicants and City acknowledge

that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledges and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA § 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicants: Applicants hereby affirm that they are the current owners of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Residential Low Density. Therefore, the zone classification attached to the parcel shall be PR-3.0. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

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

The City's General Plan provides for the development of two minor collectors (700 South and 100 West) including the wider intersection for auxiliary turn lanes and future traffic signal at 700 South and 100 West ("Collector Roads"). Additionally, at the time of development, a local road which will be located at approximately 50 West shall be required to be dedicated at time of development. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Collector Roads in the location shown on the roadway dedication plats prepared by the Applicants and approved the City (Attachment 4 to this Agreement). Applicants shall have no obligation to construct any right-of-way improvements for the Collector Roads unless and until any improvement or development occurs within the Annexation Area. Development of the Collector Roads will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Applicants shall be responsible for the cost of all minimum level of improvements at the time of improvement or development.

American Fork River in the Annexation Area shall also be dedicated to the City along with a 30 ft wide section along the east bank of American Fork River, and a 5 ft wide section along the west bank for future access. The trail will be considered the Shared Use Path/Regional Trail that is shown on the City's Bike and Pedestrian Map and shall be implemented along the east bank of American Fork River. The Shared Use Path/Regional Trail shall be a minimum of 14' wide and shall have no obligation to construct any of the path unless and until any improvement or development occurs within the annexation area. The Shared Use Path/Regional Trail may be included within the 30 ft wide right-of-waydedication along the east bank of American Fork River. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Shared Use Path/Regional Trail and American Fork River in the location shown on the roadway dedication plats prepared by the Applicants and approved the City (Attachment 4 to this Agreement).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless

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

SECTION 7 - Open Ditches to be Piped: Applicants acknowledge that it is Applicants' 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 within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicants agree 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 rights-of-way which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge 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 Applicants, to Devin Chipman, 3557 South 550 West, Nibley, Utah 84321.

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

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

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

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

AMERICAN FORK CITY

_____ _____

Bradley J. Frost, Mayor

ATTEST:

City Recorder

_____

Schmidt, Howard

_____

Watson, John D. & Elaine

_____

Corp of Pres Bishop Church of Jesus Christ of LDS

ATTACHMENT # 1

American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

CERTIFICATION OF PETITION FOR ANNEXATION

Chipman/Stake Center Annexation

November 8, 2024

VIA Email to:

Applicants
American Fork City Mayor and Council Members
Utah County Commissioners

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Chipman/Stake Center Annexation that was filed with my office on October 7, 2024. On October 22, 2024, the American Fork City Council adopted Resolution No. 2024-10-38R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-403(3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-405(2).

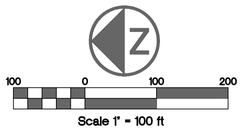
Dated this 8th day of November 2024.

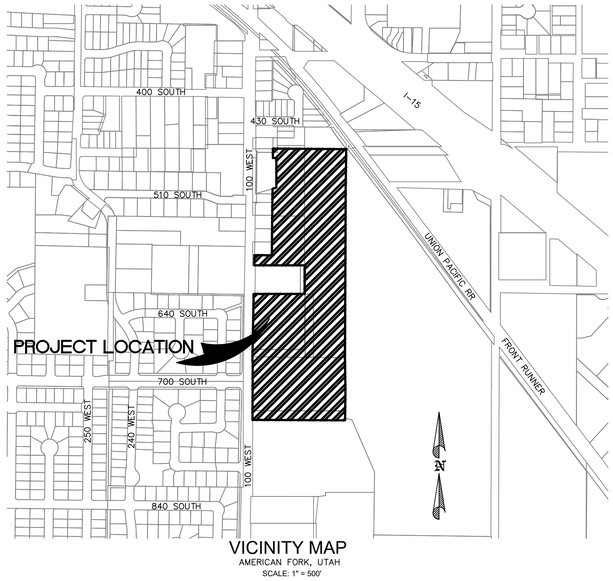
Terilyn Lurker

Terilyn Lurker, City Recorder

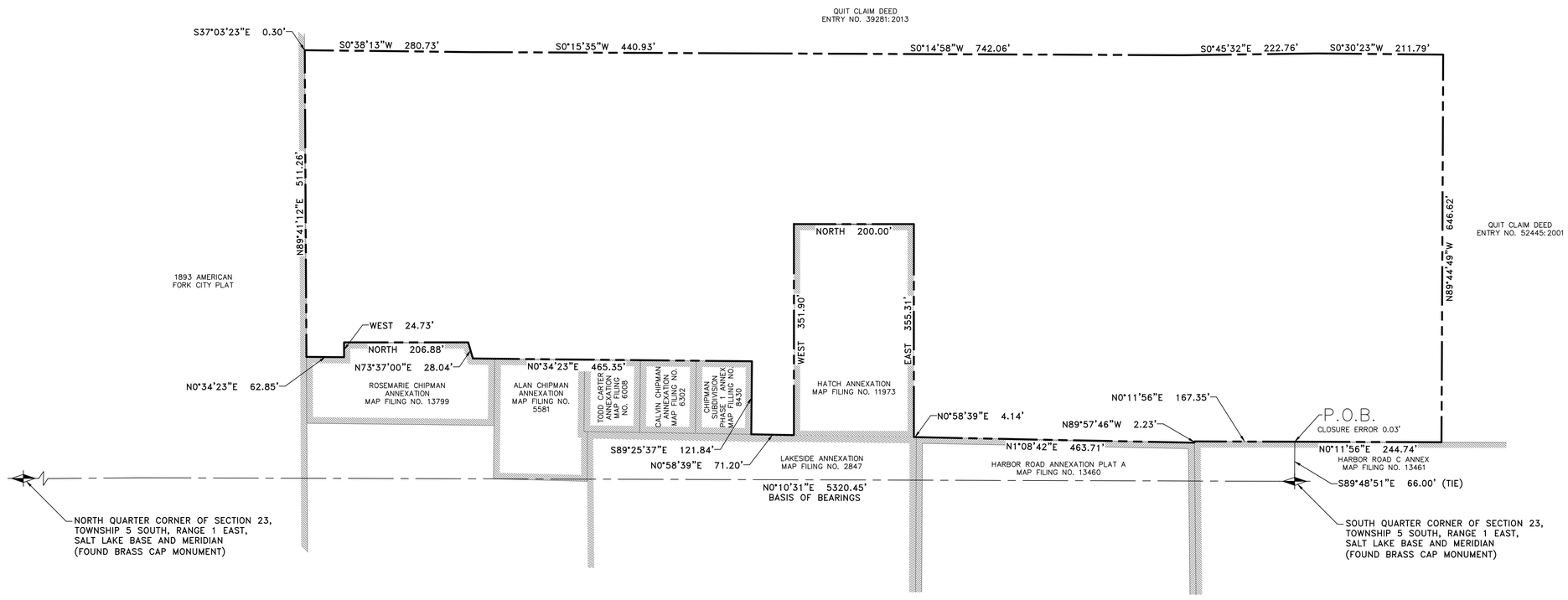


ATTACHMENT # 2





VICINITY MAP
AMERICAN FORK, UTAH
SCALE: 1" = 500'



WILDING ENGINEERING
14721 South Heritage Crest Way
Bluffdale, Utah 84065
801.553.8112
www.wildingengineering.com

SURVEYOR'S CERTIFICATE

I, KAGAN M. DIXON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 9061091 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

PROPERTY DESCRIPTION:

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°10'31" EAST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF HARBOR ROAD C ANNEXATION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13461 WHICH IS SOUTH 89°48'51" EAST ALONG THE SECTION LINE A DISTANCE OF 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 167.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°57'46" WEST ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 2.23 FEET TO THE SOUTHEAST CORNER OF HARBOR ROAD ANNEXATION PLAT A ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13460; THENCE NORTH 1°08'42" EAST ALONG SAID HARBOR ROAD ANNEXATION PLAT A 463.71 FEET TO THE SOUTHEAST CORNER OF LAKESIDE ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2847; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 4.14 FEET TO THE SOUTHWEST CORNER OF HATCH ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11973; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES, 1) EAST 355.31 FEET, 2) NORTH 200.00 FEET, 3) WEST 351.90 FEET TO THE EASTERLY LINE OF SAID LAKESIDE ANNEXATION PLAT; THENCE NORTH 00°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHERLY LINE OF CHIPMAN SUBDIVISION PHASE 1 ANNEXATION ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 8430; THENCE SOUTH 89°25'37" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 121.84 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 00°34'23" EAST ALONG THE EASTERLY LINE OF SAID PLAT, THE EASTERLY LINE OF CALVIN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6302, THE EASTERLY LINE OF TODD CARTER ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6008, THE EASTERLY LINE OF ALAN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 5581, AND THE EASTERLY LINE OF ROSEMARIE CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13799 A DISTANCE OF 465.35 FEET TO THE EASTERLY CORNER OF SAID ROSEMARIE CHIPMAN ANNEXATION; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES, 1) NORTH 73°37'00" EAST 28.04 FEET, 2) NORTH 206.88 FEET, 3) WEST 24.73 FEET, 4) NORTH 00°34'23" EAST 62.85 FEET TO THE SOUTHERLY LINE OF THE ORIGINAL AMERICAN FORK CITY PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY SURVEYOR; THENCE NORTH 89°41'12" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 511.26 FEET TO THE EASTERLY LINE OF THE CHIPMAN PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES, 1) SOUTH 37°03'23" EAST 0.30 FEET, 2) SOUTH 00°38'13" WEST 280.73 FEET, 3) SOUTH 00°15'35" WEST 440.93 FEET, 4) SOUTH 00°14'58" WEST 742.06 FEET, 5) SOUTH 00°45'32" EAST 222.76 FEET, 6) SOUTH 00°30'23" WEST 211.79 FEET TO A POINT ON THE PROLONGATION OF SAID LINE, AND THE POINT ON A PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN QUIT CLAIM DEED ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 52445:2001 THENCE NORTH 89°44'49" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 646.62 FEET TO THE EASTERLY LINE OF SAID HARBOR ROAD ANNEXATION PLAT "C"; THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,045,032 SQUARE FEET OR 23.991 ACRES, MORE OR LESS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°10'31" EAST (NAD83) BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, TOWNSHIP 5 SOUTH RANGE 1 EAST SALT LAKE BASE AND MERIDIAN.

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-403, UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE CHIPMAN/STAKE CENTER ANNEXATION.

DATED THIS _____ DAY OF_____2025

_____ _____
MAYOR

_____ _____
CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER

_____ _____
CITY COUNCIL MEMBER

ATTEST: _____

APPROVAL BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. 17-23-20 AS AMENDED.

_____
CITY COUNCIL MEMBER

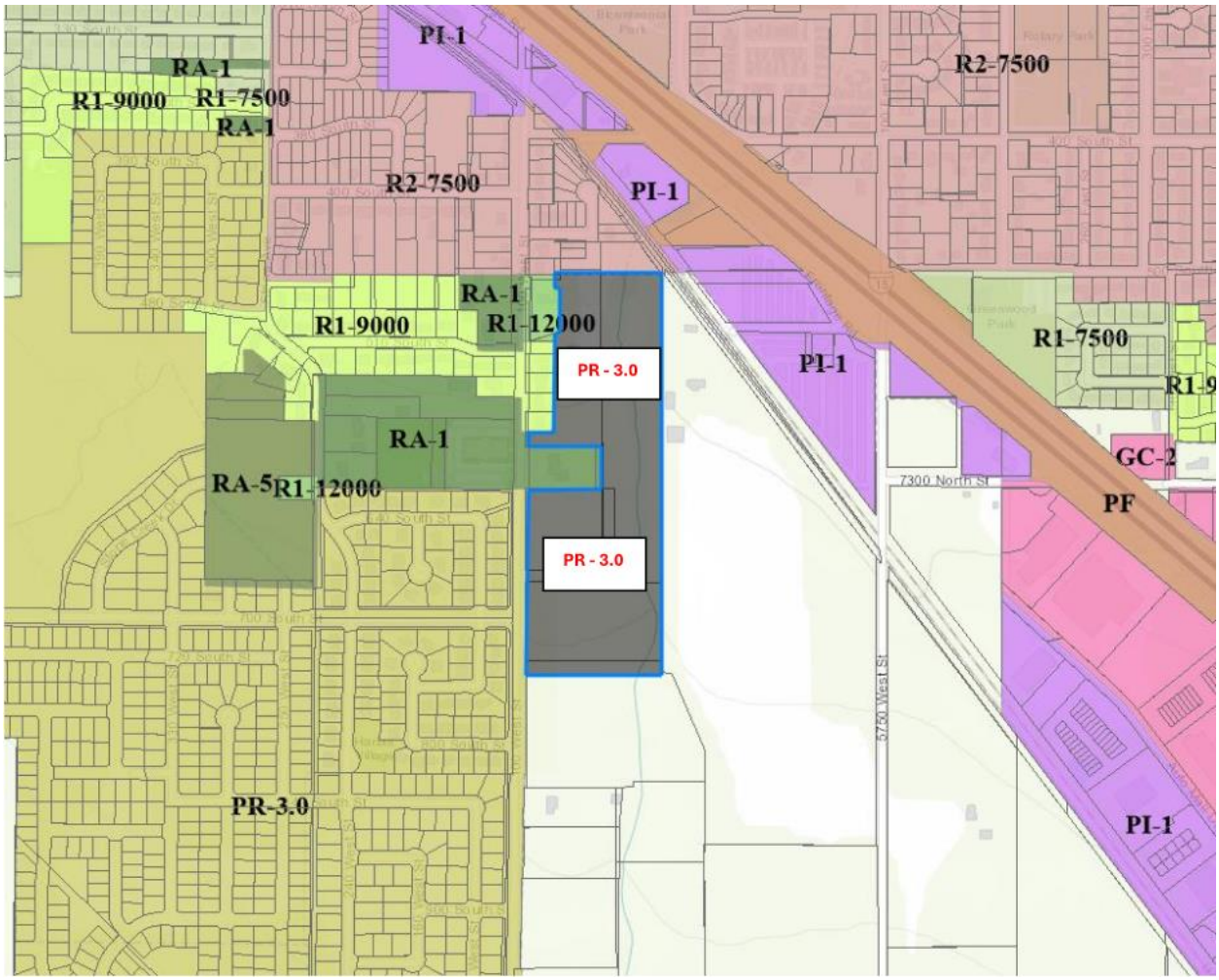
FINAL LOCAL ENTITY PLAT

CHIPMAN/STAKE CENTER ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL	CITY RECORDER SEAL	COUNTY RECORDER
KAGAN M. DIXON NO. 9061091 01/14/2025		

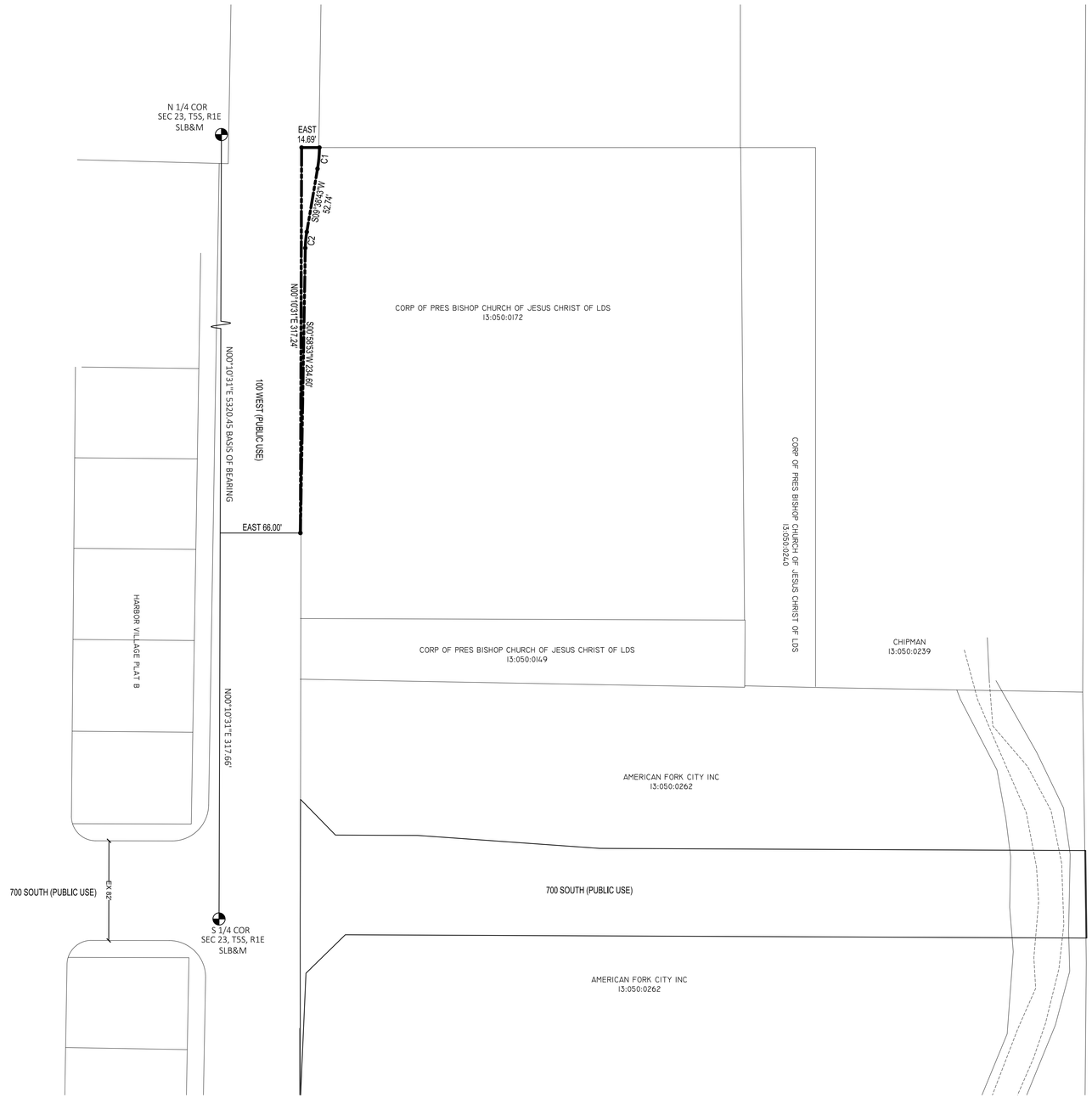
ATTACHMENT # 3


PI-1
RA-1
R1-9000
R1-7500
RA-1
R2-7500
PI-1
R2-7500
RA-1
R1-9000
R1-12000
PR - 3.0
PI-1
R1-7500
RA-1
RA-5
R1-12000
PR - 3.0
GC-2
PF
7300 North St
5750 West St
PR-3.0
PI-1

ATTACHMENT # 4

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 1

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

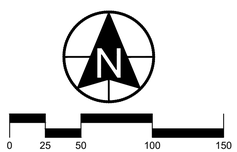
scale 1:1000'



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	112.00	17.53	08°58'10"	17.52	S05°09'38"W
C2	88.00	13.31	08°39'50"	13.29	S05°18'48"W



SCALE:_1"=50'

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 317.66 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°10'31" EAST 317.24 FEET; THENCE EAST 14.69 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 112.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.53 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°09'38"W 17.52 FEET); THENCE SOUTH 09°38'43" WEST 52.74 FEET; THENCE ALONG THE ARC OF A 88.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°39'50" AND A LONG CHORD BEARS S05°18'48"W 13.29 FEET); THENCE SOUTH 00°58'53" WEST 234.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,143 SF OR 0.03 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole, f/k/a Corporation of the Presiding
Bishop of The Church of Jesus Christ of Latter-day Saints

_____

NAME: _____
TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED AGENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, F/K/A CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ___.

_____ MAYOR

_____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER

ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE AMERICAN FORK CITY PLANNING COMMISSION

_____ PLANNER

_____ CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 1

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

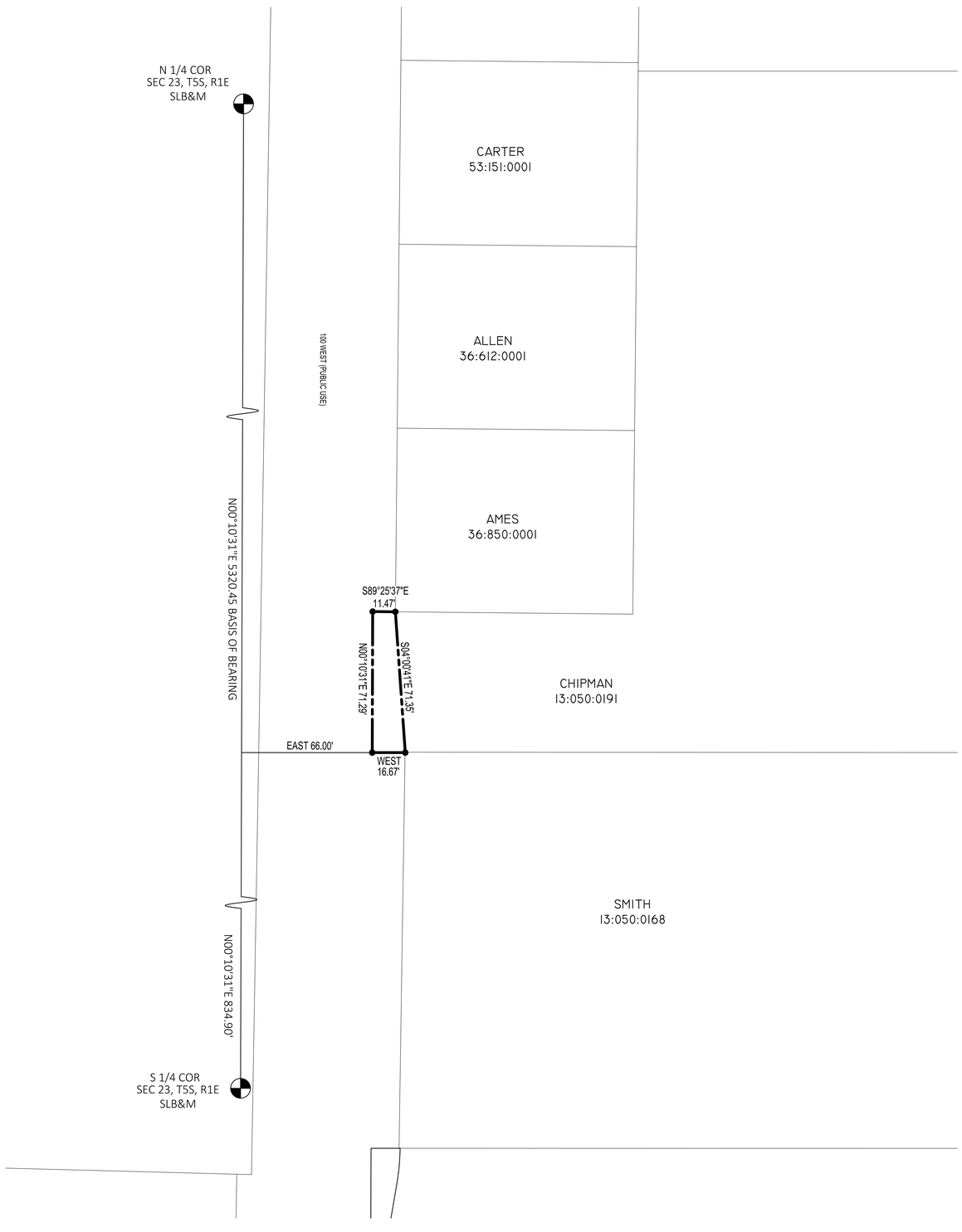
SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84065
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

12/17/2024

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 2

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



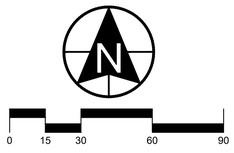
VICINITY SKETCH

scale 1:1000'



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.



SCALE:_1"=30'

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 834.90 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°10'31" EAST 71.29 FEET; THENCE SOUTH 89°25'37" EAST 11.47 FEET; THENCE SOUTH 04°00'41" EAST 71.35 FEET; THENCE WEST 16.68 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,002 SF OR 0.02 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

NAME: _____

TITLE: AUTHORIZED AGENT

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

WHO ACKNOWLEDGED HIMSELF TO BE _____

_____, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ___.

MAYOR — CITY COUNCIL MEMBER

CITY COUNCIL MEMBER — CITY COUNCIL MEMBER

CITY COUNCIL MEMBER — CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE AMERICAN FORK CITY PLANNING COMMISSION

PLANNER — CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 2

PORTION OF 100 WEST
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 30 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

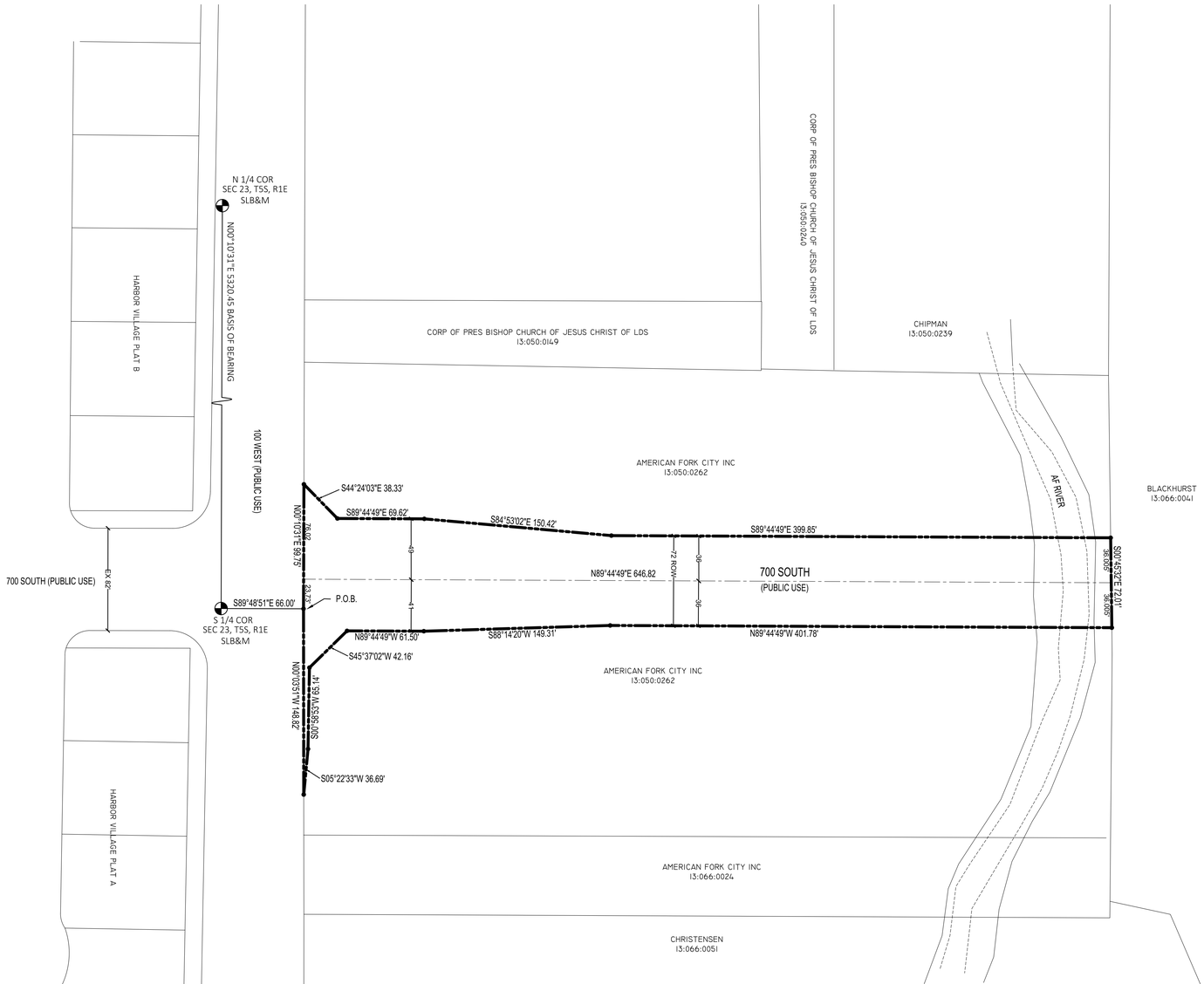
SURVEYOR
WILDING
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14721 SOUTH HERITAGE CREST WAY
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(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

01/17/2025

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1

PORTION OF 700 SOUTH
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



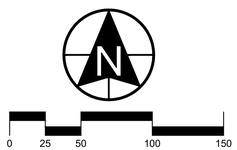
VICINITY SKETCH

scale 1:1000'



WATER RIGHT NOTE

OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS ROAD DEDICATION PLAT AND DOES NOT CONVEY ANY SUCH RIGHTS TO AMERICAN FORK CITY AS PART OF THIS PLAT.



SCALE:_1"=50'

SURVEYOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED, CERTIFICATE NO. _____. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 89°48'51" EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 00°10'31" EAST 99.75 FEET; THENCE SOUTH 44°24'03" EAST 38.33 FEET; THENCE SOUTH 89°44'49" EAST 69.62 FEET; THENCE SOUTH 84°53'02" EAST 150.42 FEET; THENCE SOUTH 89°44'49" EAST 399.85 FEET; THENCE SOUTH 00°45'32" EAST 72.01 FEET; THENCE NORTH 89°44'49" WEST 401.78 FEET; THENCE SOUTH 88°14'20" WEST 149.31 FEET; THENCE NORTH 89°44'49" WEST 61.50 FEET; THENCE SOUTH 45°37'02" WEST 42.16 FEET; THENCE SOUTH 00°58'53" WEST 65.14 FEET; THENCE SOUTH 05°22'33" WEST 36.69 FEET; THENCE NORTH 00°03'51" WEST 148.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 50,935 SF OR 1.17 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

NAME: BRAD FROST

TITLE: MAYOR OF AMERICAN FORK CITY

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

ON THE ___ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME _____

BRAD FROST, MAYOR

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF AMERICAN FORK CITY. IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE CITY.

NOTARY PUBLIC _____

NOTARY FULL NAME _____, A NOTARY COMMISSIONED IN UTAH.

COMMISSION NUMBER _____ MY COMMISSION EXPIRES _____

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS

_____ DAY OF _____, A.D. ____.

_____ MAYOR _____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER

_____ CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER

APPROVED _____ CITY ENGINEER ATTEST _____ CLERK-RECORDER

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE AMERICAN FORK CITY PLANNING COMMISSION

_____ PLANNER _____ CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1

PORTION OF 700 SOUTH
LOCATED IN THE
SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND
NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 50 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

SURVEYOR
WILDING
ENGINEERING
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UT 84065
(801) 553-8112

ENGINEER
berg
CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT, 84004
office (801) 492-1277
cell (801) 616-1677

1-10-25

ATTACHMENT # 5

WATER DELAY AGREEMENT FOR ANNEXATION

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

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0249, 13:050:0252, 13:050:0239, 13:050:0191, 13:050:0172, 13:050:0240, 13:050:0149, 13:050:0262, and 13:066:0024 "**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

_____ Attest: _____

Bradley J. Frost, Mayor Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF _____)

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

_____
NOTARY PUBLIC

[OWNER]

_____

STATE OF UTAH)
:ss
COUNTY OF _____)

On the _____ day of _____, 20___, _____ personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

_____
NOTARY PUBLIC

EXHIBIT A

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