AMERICAN FORK CITY COUNCIL
MARCH 25, 2025
CITY COUNCIL AGENDA

Notice of Electronic Meeting
One or more City Council members may be physically absent from this meeting but may participate electronically.

The American Fork City Council will hold a regular session on Tuesday, March 25, 2025, in the American Fork City Hall, 31 North Church Street, commencing at 7:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receive public comments on the vacation of a portion of a public utility easement at 579 West 1060 North.
- Receive public comments on the vacation of a portion of a public right-of-way located at approximately 350 South 900 West.

REGULAR SESSION

1. Pledge of Allegiance; Invocation by Council Member Hunter; roll call.
2. Twenty-minute public comment period - limited to two minutes per person.
3. City Administrator's Report
4. Council Reports
5. Mayor's Report

COMMON CONSENT AGENDA

(*Common Consent* is that class of Council 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.)

1. Approval of the March 4, 2025, work session minutes.
2. Approval of the March 11, 2025, city council minutes.
3. Approval of the authorization to release the Improvements Construction Guarantee in the amount of $41,246.56 and issue a Notice of Acceptance for the Freeman Project construction of public improvements located at 19 North 900 West.
4. Acceptance of a warranty deed and temporary construction easement from Christopher Hayes for improvements at 300 North and 600 East.
5. Ratification of city payments (March 5, 2025 to March 18, 2025) and approval of purchase requests over $50,000.

ACTION ITEMS

1. Review and action on the appointment of Olivia Merrill to the Historic Preservation Commission, with a term ending 2027.

2. Review and action on an ordinance approving the vacation of a portion of a public utility easement located at 579 West 1060 North as part of Lot 9 of the Lakeview Farms Plat "B" Subdivision.
3. Review and action on an ordinance approving the vacation of a portion of a public right-of-way located at approximately 350 South 900 West.
4. Review and action on a resolution approving a land use map amendment, known as Strata Investments located at approximately 195 East 600 South. On approximately 2.40 acres, the property proposes to change from the Design Commercial designation to the Design Industrial land use designation.
5. Review and action on an ordinance approving a zone change, known as Strata Investments, located at approximately 195 East 600 South. On approximately 2.40 acres, the property proposes to change from the General Commercial (GC-2) Zone to the Planned Industrial (PI-1) Zone.
6. Review and action on approval of the real estate exchange agreement with NBFF Property LLC, Harbor View Development LLC, Rammell Prospective LLC, Russgan LLC, NPF Investments LLC and Walking the Wire LLC. for Lake Shore Drive.
7. Review and action on an ordinance approving the Harbor Road Plat E Annexation, located at approximately 500 West 1100 South and consisting of 90.27 acres, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the PR-3 (Planned Residential) and Shoreline Protection zones.
8. Review and action on an ordinance approving the Julie Clark Annexation, located at approximately 1400 South 400 West and consisting of 22.90 acres, including the ordinance of annexation, annexation agreement, road dedication plat, and placement of the property in the SP (Shoreline Protection) zone.
9. Review and action on approval of a contract with American Fork Chamber of Commerce for the management of the Steel Days celebration.
10. Consideration and action to enter into a closed session to discuss items described in Utah State Code 52-4-204 and 52-4-205.
11. Adjournment.

Dated this 21st day of March 2025.

/s/Terilyn Lurker, City Recorder

- In accordance with the Americans with Disabilities Act, the City of American Fork will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the City Recorder at 801-763-3000 at least 48 hours in advance of the meeting.
- The order of agenda items may be changed to accommodate the needs of the City Council, staff, and the public.

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Public Works **Director Approval** *Sam Kelly*

AGENDA ITEM (Common Consent Agenda) - Consideration regarding authorization to release the Improvements Construction Guarantee in the amount of $41,246.56 and issue a Notice of Acceptance for the Freeman Project construction of public improvements located at 19 North 900 West.

SUMMARY RECOMMENDATION The City Engineer recommends that the Improvements Construction Guarantee (ICG) be released. The improvements were found in a condition meeting City standards and specifications and in conformance with the approved project construction plans.

BACKGROUND Pursuant to the terms of Sections 17.9.100 and 17.9.304 of the City Development Code, the City Council may authorize the release of the ICG and issue a "Notice of Acceptance" of the project improvements. Following the issuance of the Notice of Acceptance, the City accepts ownership of the project improvements. The project will then enter the one (1) year Durability Testing Period as specified in section 17.9.400 of the City Development Code.

In issuing a Notice of Acceptance, the City Council finds that:

- The condition of the improvements are found to be satisfactory.
- All liens have been released, all outstanding fees paid, costs of administration paid, and reimbursement payments to prior developers (if any) have been made.
- The project clean-up is found to be satisfactory.

The City may request a current title report or other such measures or reports as deemed appropriate by the City as a means of determining the existence of any unreported liens or other claims upon the project. All financial information (if any) provided by the developer is attached. The Council may request additional information as deemed necessary.

BUDGET IMPACT Following the release of the ICG, there is a one (1) year Durability Testing Period wherein ten percent (10%) of the total ICG is held to ensure the durability of the constructed improvements.

SUGGESTED MOTION Move to accept the improvements and authorize the Mayor to execute the Notice of Acceptance for the Freeman Project public improvements located at 19 North 900 West. To authorize the issuance of documents and/or payments to release the

Improvement Construction Guarantee (ICG). Commence the Durability Testing Period by retaining ten percent (10%) of the ICG. To find that the project improvements are in a condition meeting City ordinances, standards, and specifications and are in conformance with the approved project construction plans.

Note: With passage of the Common Consent Agenda items, the City Council will enact the motion and findings as noted in the "Suggested Motion" heading found above.

SUPPORTING DOCUMENTS

Freeman final bond release for City Council 3-25-25 (PDF)

NOTICE OF ACCEPTANCE / IMPROVEMENT COMPLETION ASSURANCE RELEASE AUTHORIZATION

The City Council of American Fork City, a Municipal Corporation and Body Politic in the State of Utah, hereby authorizes the release of the Improvement Completion Assurance for FREEMAN PROJECT. The City Council accepts the improvements completed with the finding that said improvements are in a condition meeting City ordinances, standards, and specifications, are in conformance with the approved project construction plans, and all conditions for release as detailed in section 17.9.304 of the City Code have been satisfied.

The City Council hereby authorizes the issuance of a letter to the financial guarantee institution authorizing release of the Improvement Completion Assurance or to issue an authorized City check as appropriate for the type of guarantee provided, pursuant to the recommendation of staff and the receipt of reports, documents, and other correspondence. Upon issuance of this Notice of Acceptance, the Improvement Warranty Period shall commence as detailed in section 17.9.400 of the City Development Code. An amount totaling ten percent (10%) of the Improvement Completion Assurance funds will be held as the Improvement Warranty pursuant to the City Performance Guarantee ordinance.

Amount Released: $41,246.56

PASSED THIS 25 DAY OF MARCH 2025

City Representative, American Fork City

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Freeman final bond release for City Council 3-25-25 (Final Bond Release)

BOND RELEASE REQUEST

Development Name: Freeman Project

Development Address: 39 N. 900 W, American Fork UT 84003

*All outstanding fees must be paid prior to any release.

☐ Partial Improvement Assurance Release ☒ Final Improvement Assurance Release ☐ Improvement Warranty Release (10% Durability Release)

Description of Item	Quantity	Units	Unit Price	Total	Inspector Use Only Complete? Yes/No
Final Bond Release Request					Y
			Total	41,246.56	

Bond Type: ☒ Cash Deposit ☐ Escrow Account ☐ Letter of Credit ☐ Surety Bond

Please send check/bank letter to:

Name: Tom Freeman

Bank (if applicable): Mountain America CU

Address:

City: Alpine State: UT Zip: 84004

Phone: Email:

Signature: Date: 3/5/25

City Official Use Only

☑ Fees paid and current

Administrative Signature: Dori Taught Date: 3-5-25

Inspector Signature: Date: 3/5/25

Attachment: Freeman final bond release for City Council 3-25-25 (Final Bond Release)

Name of Development: Freeman Commercial

	Date		Date		Date		Date		Date		Date		

	Description of Item	Quantity	Unit	Unit Price	Total	Release #1	Amount Requested	Release #2	Amount Requested	Release #3	Amount Requested	Release #4	Amount Requested	Release #5	Amount Requested	Release #6		Balance
	ATION																	
		1	LS	$5,000.00	$5,000.00		$0.00		$0.00		$0.00		$0.00		$0.00			$5,000.00
		461	LF	$0.27	$124.47		$0.00		$0.00		$0.00		$0.00		$0.0			$124.47
		1	Each	$1,400.00	$1,400.00		$0.00		$0.00		$0.00		$0.00					$1,400.00
			Each		$0.00		$0.00		$0.00		$0.00		$0.00					$0.00
			Each		$0.00		$0.00		$0.00		$0.00		$0.00					$0.00
					$0.00		$0.00		$0.00		$0.00		$0.00					$0.00
				2,450.00	$2,450.00		$0.00		$0.00		$0.00		$0					$2,450.00
					$12,768.00		$0.00		$0.00		$0.00							$12,768.00
							$0.00		$0.00		$0.00							$975.04
							$0.00		$0.00		$0.00							$318.55
									$0.00		$0.0							$387.50
									$0.00									$1,720.00
									$0.00									$0.00
																		$1,408.00
																		$3,000.00
									0		$0.00							$0.00
									$0.00		$0.00							$1,870.00
									$0.00		$0.00		$0					$0.00
									$0.00		$0.00		$0.00					$0.00
									$0.00		$0.00		$0.00					$500.00
									$0.00		$0.00		$0.00		$0.00			$2,925.00
							$0.00		$0.00		$0.00		$0.00		$0.00			$5,510.00
	Traffic Sign	2	Each				$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	$890.00
	Improvement Completion Assu				$41,246.56		$0.00		$0.00		$0.00		$0.00		$0.00			**$41,246.56** Available for Release
	Improvement Warrant				$4,124.66													$4,124.66 Durability Period
	TOTAL BOND				**$45,371.22**		** Final bond release of $41,246.56 for March 25,2025											

Attachment: Freeman final bond release for City Council 3-25-25 (Final Bond Release)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Acceptance of a warranty deed and temporary construction easement from Christopher Hayes for property located at 591 East 300 North.

SUMMARY RECOMMENDATION
Staff would recommend approval of accepting the warranty deed.

BACKGROUND
The city is in the process of completing the 300 North and Caveman Boulevard Traffic Signal Project and will be installing traffic improvements on the corner. The owner of the property is willing to give a temporary construction easement to allow for the construction of the improvements. The property owner is also selling 50 square feet to accommodate the traffic signal, and attached is the signed warranty deed ready for recording.

BUDGET IMPACT
$1,872.72

SUGGESTED MOTION
Move to accept the warranty deed and temporary construction easement from Christopher Hayes.

SUPPORTING DOCUMENTS

Warranty Deed and Construction Easement - Christopher Hayes (PDF)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

EXHIBIT B

WARRANTY DEED

Parcel Tax ID: **12:071:0015**

Christopher R Hayes, **Grantor/s** of **310 North 600 East, American Fork, Utah 84003, City of American Fork, County of Utah, State of Utah**, hereby CONVEYS AND WARRANTS to Grantee **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, for the sum of $40.00 and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to –wit:

Acquisition Area

A PORTION OF THE CHRISTOPHER R HAYES PROPERTY (PARCEL 12:071:0015) FOR THE PURPOSE OF RIGHT OF WAY ACQUISITION

A parcel of land for the construction of improvements incident to an American Fork City traffic signal project, which parcel is part of that certain tract of land owned by Christopher Hayes as described in Warranty Deed Entry 100368:2021 and recorded in the office of the Utah County Recorder on May 28, 2021, which parcel is situate in the NW1/4 SE1/4 of Section 13, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel are described as follows:

Commencing at a point of intersection on the easterly right of way line of 600 East Street (Caveman Boulevard) and the northerly right of way line of 300 North Street, which point by survey is South 00°25'11" East 454.57 feet along the section line and WEST 2,567.74 feet from the East Quarter Corner of said Section 13; thence North 00°34'33" East 10.00 feet along the easterly right of way line of 600 East Street (Caveman Boulevard); thence South 44°24'36" East 14.15 feet to a point on the northerly right of way line of 300 North Street; thence North 89°23'46" West 10.00 feet along said northerly right of way line to the point of beginning.

Containing 50 square feet in area.

WITNESS, the hand of said Grantor/s, this 20 day of March, A.D. 2025.

Signature of grantor

Signature of grantor

Christopher R Hayes
Type or print name of grantor

Type or print name of grantor

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

Signed in the presence of:

Lori Faught _____ *Signature of Witness*

_____ *Name of Witness*

Type or print name of witness

STATE OF Utah)
§
COUNTY OF Utah)

On the date first above written personally appeared before me Christopher R. Hayes the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Lori Faught _____

LORI FAUGHT
NOTARY PUBLIC - STATE OF UTAH
COMMISSION # 735896
Comm. Expires: 03-04-2028

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

EXHIBIT C

Temporary Construction Easement

THIS TEMPORARY CONSTRCUTION EASEMENT AGREEMENT (this "**Agreement**") is entered into to be effective as of the ____ day of _____, 20_____ (the "**Effective Date**"), by and between Christopher R Hayes, its successors and assigns as the owner of Easement Parcel defined below ("**Grantor**") and AMERICAN FORK CITY, a Utah municipal corporation ("the **Grantee**").

RECITALS:

A. Grantor is the owner of that certain real property, located at 310 North 600 East, American Fork City, Utah County, Utah, with property tax serial number 12:071:0015 (the "**Easement Parcel"**).

B. Grantee has requested and Grantor is willing to grant to Grantee certain temporary construction easements in accordance with and subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Grant of Temporary Construction Easement. Grantor hereby grants and conveys Grantee an exclusive, temporary construction easement (the "Easement") for pedestrian and vehicular access (including access by construction vehicles) on, over, across, and through the portions of the Easement Parcel identified in Exhibit "D" attached hereto (the "Easement"), by Grantee and its contractors, agents and employees ("**Grantee's Invitees**") for purposes related to the construction and installation of traffic signals at the intersection of 300 North and 600 East.

Damage; Repair; Restoration. To the extent that any portion of the Easement Parcel is damaged by Grantee and Grantee's Invitees as the result of the use of the Easement, then Grantee, at its sole expense, shall promptly repair such damaged property upon termination of the Easement.

Duration of Temporary Construction Easement. This easement shall commence upon the issuance of Notice to Proceed to the contractor and shall continue only until project construction on the property is complete, or for three years from issuance of Notice to Proceed to the contractor, whichever first occurs. Upon the reasonable request of any Party following the expiration or earlier termination of the Easement, written evidence of the expiration or earlier termination of the Easement in recordable form reasonably acceptable to the Parties shall be promptly executed, delivered and recorded by the Parties in the Office of the Recorder of Utah County, Utah.

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

Covenants Run with Land. The obligations of the Parties hereunder shall be covenants running with the land and shall be binding upon the owner of the Easement Parcel and its successors in title. The terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and assigns of the Parties.

Breach Shall Not Permit Termination. In the event of any violation or threatened violation by a Party of any of the terms of this Agreement, the other Parties shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or provided by law or in equity. It is expressly agreed that a breach of this Agreement shall not entitle any Party to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any person whose title is acquired by foreclosure, trustee's sale or otherwise.

Notices. Any notices under this Agreement shall be given in writing by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Grantee: _____
_____
_____

To Grantor: American Fork City
51 East Main Street
American Fork, Utah 84003
Attention: Public Works Director

or to such other addresses as may hereafter be designated in writing by the respective Parties hereto. The time of rendition or giving of notice shall be deemed to be the time when the same is actually received or delivery is attempted by certified or registered mail.

General Provisions.

No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions of this Agreement may only be waived by a writing signed by the Party intended to be benefited by the provisions to be waived specifically acknowledging an intent to waive such provisions. A waiver by a Party of any breach hereunder by any other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

Attorney's Fees. In the event it becomes necessary for any Party hereto to employ an attorney in order for such Party to enforce its rights hereunder, either with or without litigation, the non-prevailing Party or Parties of such controversy shall pay to the prevailing

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

Party or Parties reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing Party or Parties in enforcing its rights hereunder.

Entire Agreement. This Agreement, together with all exhibits and attachments, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any prior understandings, agreements, or representations, verbal or written pertaining to the subject matter hereof. No modification of, or amendment to, this Agreement shall be effective unless in writing signed by all Parties. This Agreement shall not be supplemented or modified by any course of dealing.

Interpretation. Whenever the context requires construing the provisions of this Agreement, the use of a gender shall include both genders, use of the singular shall include the plural, and the use of the plural shall include the singular. The word "including" shall be construed inclusively, and not in limitation, whether or not the words "without limitation" or "but not limited to" (or words of similar importance) are used with respect thereto. The provisions of this Agreement shall be construed as a whole and not strictly for or against any Party. Unless otherwise provided, references to Articles and Sections refer to the Articles and Sections of this Agreement.

Further Assurances. All Parties shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Agreement.

No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein, except to the extent of the rights and benefits specifically provided herein which pertain to the City.

No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto and their successors and assigns, and no other person is to have any rights, interests, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise, except as expressly provided herein.

Governing Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

Relationship of Parties. The Parties shall not, by this Agreement nor by any act of any Party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

Authority. Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or governmental action, as appropriate, to execute this Agreement for and on behalf of the respective Parties.

Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective as of the Effective Date.

GRANTEE:

Christopher Hayes

STATE OF UTAH)
: ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 20 day of March, 2026, by Christopher Hayes.

Lori Faught
NOTARY PUBLIC
Residing at: Utah

My Commission Expires:
3-4-2028

LORI FAUGHT
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 735896
Comm. Expires: 03-04-2028

AMERICAN FORK CITY

By:

Its:

ATTEST:

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

EXHIBIT D

TO

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

Legal Description of the Easement

The portion of the Easement Parcel referenced in the foregoing instrument as the Easement is located in American Fork City, Utah County, Utah and is more particularly described as follows:

A temporary easement for the purpose of accessing, installing, and constructing traffic signal facilities and related appurtenances upon that certain tract of land owned by Christopher Hayes as described in Warranty Deed Entry 100368:2021 and recorded in the office of the Utah County Recorder on May 28, 2021, which easement is situate in the NW1/4 SE1/4 of Section 13, Township 5 South, Range 1 East, Salt Lake Base and Meridian. This easement shall commence upon the issuance of Notice to Proceed to the contractor and shall continue only until project construction on the property is complete, or for three years from issuance of Notice to Proceed to the contractor, whichever first occurs. The easement shall run with the real property and shall be binding upon the grantor and the grantor's successors, heirs and assigns. The boundaries of said easement are described as follows:

Commencing at a point on the easterly right of way line of 600 East Street (Caveman Boulevard), which point by survey is South 00°25'11" East 454.57 feet along the section line and WEST 2,567.74 feet and North 00°34'33" East 10.00 feet from the East Quarter Corner of said Section 13; thence North 00°34'33" East 14.15 feet along said easterly right of way line; thence South 44°24'36" East 34.16 feet to a point on the northerly right of way line of 300 North Street; thence North 89°23'46" West 14.15 feet along said northerly right of way line; thence North 44°24'36" West 14.15 feet to the point of beginning.

Containing 242 square feet in area.

Attachment: Warranty Deed and Construction Easement - Christopher Hayes (Warranty Deed - Christopher Hayes)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on the appointment of Olivia Merrill to the Historic Preservation Commission, with a term ending 2027.

SUMMARY RECOMMENDATION
Staff would recommend approval.

BACKGROUND
It has been recommended that Olivia Merrill be appointed to the Historic Preservation Commission.

BUDGET IMPACT
NA

SUGGESTED MOTION
Move to approve the appointment of Olivia Merrill to the Historic Preservation Commission, with a term ending 2027.

SUPPORTING DOCUMENTS

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Planning **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on an ordinance approving the vacation of a portion of a public utility easement located at 579 West 1060 North as part of Lot 9 of the Lakeview Farms Plat "B" Subdivision.

SUMMARY RECOMMENDATION
Staff recommends approval of the PUE vacation for Lot 9 of the Lakeview Farms Plat "B" Subdivision, located at 579 W 1060 N.

BACKGROUND
The applicant requested a 5' PUE vacation for Lot 9 of the Lakeview Farms Plat "B" Subdivision, located at 579 W 1060 N for a pool project known as the Jackson Landscape Project.

BUDGET IMPACT
N/A

SUGGESTED MOTION Move to adopt the ordinance approving the vacation of a portion of the public utility easement for the Lot 9 of the Lakeview Farms Plat "B" Subdivision, located at 579 West 1060 North.

SUPPORTING DOCUMENTS

Ordinance_Jackson Landscape PUE Vacation_579 W 1060 N (DOCX)
AF Connect_JacksonPoolUNFSigned1 (PDF)
Century Link_NoObjectionLetter2 (PDF)
Comcast_579West1060NorthAmericanForkEasementLetter(PDF)
Dominion (Enbridge)_LakeviewFarmsLot9 (PDF)
Rocky Mountain Power_Samfsckmc36250128141311 (PDF)
COMMENTS (2025.02.26) EasementVacationArea1 (PDF)
EasementVacationArea1 (DOCX)

Attachment: Ordinance_Jackson Landscape PUE Vacation_579 W 1060 N (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY EASEMENT AT 579 W 1060 N, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has received a request to vacate a portion of the public utility easement at 579 W 1060 N; and

WHEREAS, staff has reviewed the request to vacate a portion of the public utility easement and has determined the vacation of the easement is not in conflict with current city code; and

WHEREAS, the City of American Fork has the authority to vacation public utility easements and finds that there is good cause for the vacating of said portion of easement and neither the public interest nor any person will be materially injured by said vacation; and

WHEREAS, the City gave advance public notice of its intent to vacate a portion of said easement as required by state law and then held a public hearing on _____ _____, 2025, regarding such intent and carefully considered the comments of the public thereof.

THEREFORE, BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of a public utility easement at 579 W 1060 N, American Fork, Utah

A. The City Council of American Fork finds that there is good cause for vacating a portion of the easement and that neither the public interest nor any person will be materially injured by the vacation.

B. The following described portion of the easement and shown on Exhibit A is hereby vacated:

A VACATION OF THE NORTHERLY 5 FEET OF A 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY LINE OF LOT 9, PLAT “B”, LAKEVIEW FARMS SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 15864, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 616.50 FEET AND SOUTH 269.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE AND 5.00 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY LINE OF SAID LOT 9, AND RUNNING THENCE SOUTH 00°00'22" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89°59'09" WEST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 140.43 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE WESTERLY LINE OF SAID LOT; THENCE NORTH 28°42'31"

EAST PARALLEL WITH SAID WESTERLY LOT LINE A DISTANCE OF 5.70 FEET TO A POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM SAID SOUTHERLY LOT LINE; THENCE NORTH 89°59'09" EAST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 137.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 695 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

SECTION II: SEVERABILITY

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

SECTION III: EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law.

PASSED AND ADOPTED by the City Council of American Fork City this day of _____ 2025.

ATTEST: Bradley J. Frost, Mayor

Terilyn Lurker, City Recorder

Attachment: Ordinance_Jackson Landscape PUE Vacation_579 W 1060 N (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W

UTILITY NOTIFICATION FORM

Development Name: Jackson Pool & Landscape ☐ Commercial ☒ Residential

Development Address: 579 West 1060 North American Fork, Utah

Developer Name: Mtn Mod Design Developer Contact: Lynsie Loveland

Developer Business Address: 12760 S Park Ave #1396, Riverton Utah, 84065

Developer Telephone: (801)669-1032 Cellular: (801)669-1032 Fax: _____

The utility companies listed need to receive plans and necessary information for the above-stated development to begin the process for providing their services to this project. Plans will not be approved by the City until this document is completed and returned.

DOMINION ENERGY

Name: _____ Title/Position: _____ Tel. #: _____

Signature: _____ Date: _____

Suggested Contact: Greg Nielson, 801-853-6522, greg.nielson@dominionenergy.com

COMCAST CABLE TELEVISION

Name: Elysia Valdez Title/Position: NPM-Joint Trench Tel. #: 801-201-0177

Signature: Elysia Valdez Date: 1/30/25

Suggested Contact: Elysia Valdez, 801-401-3017, jointrench_utah@comcast.com

CENTURY LINK (QWEST)

Name: _____ Title/Position: _____ Tel. #: _____

Signature: _____ Date: _____

Suggested Contact: Melinda Duran, 435-660-1719, melinda.duran@centurylink.com

ROCKY MOUNTAIN POWER

Name: _____ Title/Position: _____ Tel. #: _____

Signature: _____ Date: _____

Suggested Contact: Teria Walker, 801-756-1310, teria.walker@rockymountainpower.net

AFCONNECT

Name: Kyle Petersen Title/Position: Dir Operations Tel. #: 801-400-2933

Signature: [signature] Date: 1/27/2025

Suggested Contact: Kyle Petersen, 801-400-2933, kylep@afconnect.com

Attachment: AF Connect_JacksonPoolUNFSigned1 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

Attachment: Century Link_NoObjectionLetter2 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

2/11/2025

No Objection

Lumen (CenturyLink)
Lumen Technologies
Attn: ROW/Dark Fiber
931 14th Street
Denver, CO 80202

SUBJECT: American Fork, UT (579W, 1060n) Requestor/ Lynsie Loveland/ Encroachment Parcel No. 45:645:0009

To Whom It May Concern:

Qwest Corporation d/b/a CENTURYLINK, QC ("CenturyLink") has reviewed the request for the subject development review and has determined there are CenturyLink facilities within the easement area as shown and/or described on Exhibit "A", said Exhibit "A" attached hereto and incorporated by this reference.

User has requested that CenturyLink allow User to encroach upon the Easement Area to construct, operate and maintain certain improvements, the type and location of such improvements ("Encroaching Facilities") being depicted on the plans attached to this Agreement as Exhibit A and incorporated by reference into this No Objection Agreement. CenturyLink is willing to allow such encroachment and construction upon the terms and conditions contained in this Agreement.

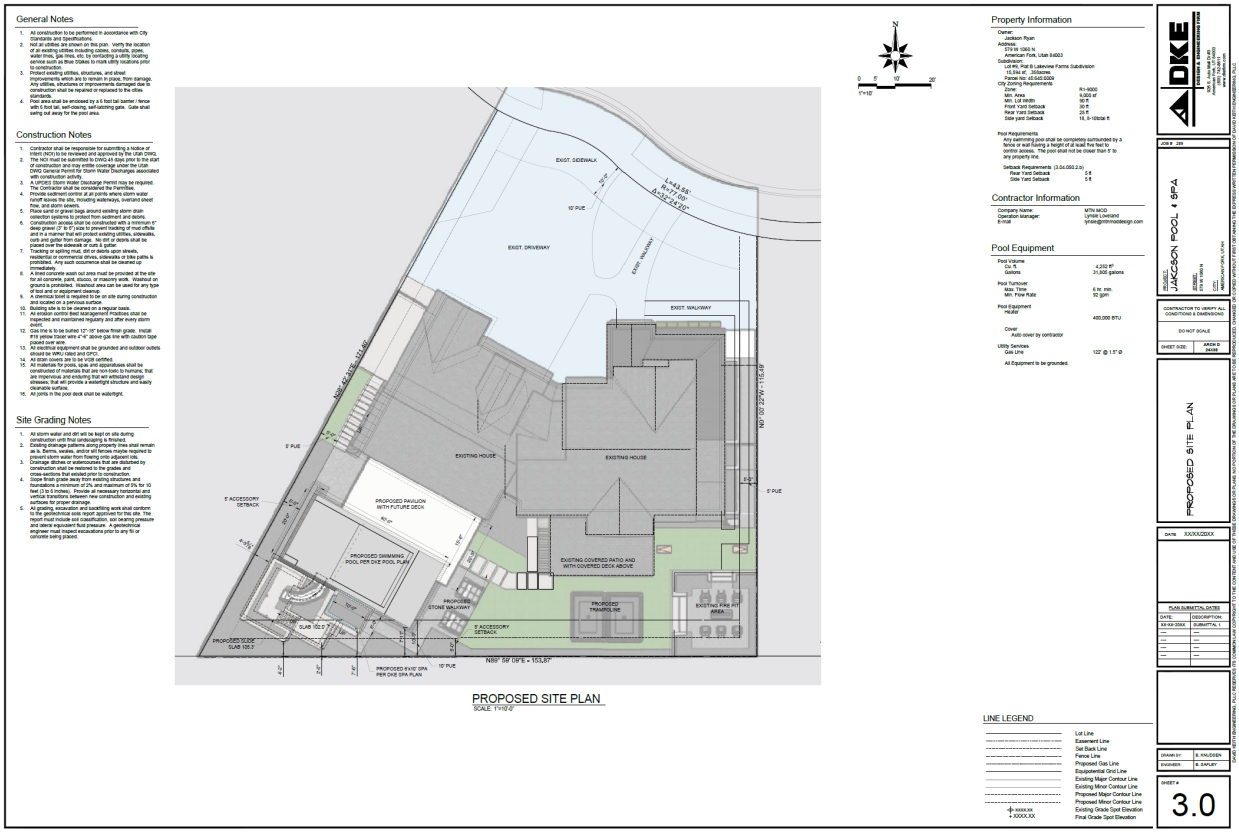
It is the intent and understanding of CenturyLink that this encroachment shall not reduce our rights to any other existing easements or rights we have on this site or in the area.

This No objection response is submitted WITH THE STIPULATION that IF CenturyLink facilities are damaged within the ROW area as described, the Applicant will bear the cost of relocation and repair of said facilities.

POC – Shoshanna White
NIS| Right-of-Way Agent II | Contractor - Faulk & Foster
Wayland St., Plainview, TX / USA 79072
801-718-9219 / Shoshanna.White1@Lumen.com

Ashley Rajamin
ashely.rajamin@lumen.com
Network Infrastructure Services
CenturyLink
P864604

EXHIBIT A



Attachment: Century Link_NoObjectionLetter2 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

Comcast Cable Communications, Inc.
1350 E. Miller Ave.
Salt Lake City, Utah 84106
801-401-3041 Tel
801-255-2711 Fax

January 30, 2025

Lynsie Loveland
Mtn Mod Design
Cedar Hills, UT

To whom it may concern,

Comcast of Utah II grants permission to encroach upon the existing utility easements, which exists along the South and West property lines of 579 West 1060 North, American Fork, as long as it does not interfere with or deny access to our existing facilities (poles, cable, conduits, pedestal, electronics). Three feet of clearance must be maintained around all pedestals.

If you need our facilities to be moved, it can be done at your expense. If any damage is incurred to our facilities due to your encroachment, repairs will be done at your expense. Be sure to contact Blue Stakes to locate all utility services at least 48 hours before digging.

Sincerely,

Annette Harm

Annette Harm
Authorized Representative

Attachment: Comcast_579West1060NorthAmericanForkEasementLetter (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W

Space above for County Recorder's use
PARCEL I.D.# 45:645:0009

DISCLAIMER OF UTILITY EASEMENT

The undersigned, QUESTAR GAS COMPANY dba Enbridge Gas Utah, Grantor, hereby disclaims and releases any rights, title or interest which it may have in and to the following-described real property in Utah County, Utah, to-wit:

All public utility easements, excepting the easement(s) or portion of easement(s) running adjacent and parallel to the street(s), located within Lot 9, Lakeview Farms Subdivision, located in the Southeast quarter of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian, Utah County, Utah; said Subdivision recorded in the Office of the County Recorder for Utah County, Utah.

IN WITNESS WHEREOF, this disclaimer and release of any right, title or interest has been duly executed on January 21, 2025.

QUESTAR GAS COMPANY
Dba Enbridge Gas Utah

By: _____
Authorized Representative

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

On January 21, 2025, personally appeared before me Alex Howard, who, being duly sworn, did say that (s)he is an Authorized Representative for QUESTAR GAS COMPANY dba Enbridge Gas Utah, and that the foregoing instrument was signed on behalf of said corporation pursuant to a Delegation of Authority.

_____
Notary Public

MEGAN ROBINSON
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires April 4, 2026
COMMISSION NUMBER 736518

Attachment: Dominion (Enbridge)_LakeviewFarmsLot9 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

ROCKY MOUNTAIN POWER.
A DIVISION OF PACIFICORP
American Fork Estimating
70 North 200 East
American Fork, Utah 84003

January 28, 2025

Rebecca Jackosn
579 West 1060 North
American Fork, Utah 84003

Dear MS. Jackson

As you requested, Rocky Mountain Power hereby consents to a five (5') foot proposed encroachment of the ten (10') foot utility easement on the rear property line of the property at 579 West 1060 North, American Fork, Utah for the construction of a pool and pool house.

However, this consent does not waive or relinquish any rights necessary to the operation, maintenance, renewal, construction, repair, or removal of Power Company lines, conduit, or other power facilities, which are or may be located on said easement. Also, all clearances must be maintained from Power Company lines.

As consideration for the Power Company granting you permission to encroach upon said easement, it will be necessary for you to hold the Power company harmless from any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of the existence, construction, installation, maintenance, condition, use or presence of your structures upon said easement. Rocky Mountain Power shall not be responsible for any damages to structures or property located on said easement.

Sincerely,

Teria Walker

Teria Walker
Estimator

Attachment: Rocky Mountain Power_Samfsckmc36250128141311 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

A VACATION OF THE NORTHERLY 5 FEET OF A 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY LINE OF LOT 9, PLAT “B”, LAKEVIEW FARMS SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 15864, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 616.50 FEET AND SOUTH 269.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE AND 5.00 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY LINE OF SAID LOT 9, AND RUNNING THENCE SOUTH 00°00'22" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89°59'09" WEST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 140.43 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE WESTERLY LINE OF SAID LOT; THENCE NORTH 28°42'31" EAST PARALLEL WITH SAID WESTERLY LOT LINE A DISTANCE OF 5.70 FEET TO A POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM SAID SOUTHERLY LOT LINE; THENCE NORTH 89°59'09" EAST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 137.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 695 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

American Fork City
Development Review Committee

Engineering Division
Reviewed
rburkhill 02/26/2025

No comments

Next Step

Approved

PROCEED TO CITY COUNCIL FOR FINAL APPROVAL OF PUE VACATION

Attachment: COMMENTS (2025.02.26) EasementVacationArea1 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

A VACATION OF THE NORTHERLY 5 FEET OF A 10 FOOT PUBLIC UTILITY EASEMENT ALONG THE SOUTHERLY LINE OF LOT 9, PLAT “B”, LAKEVIEW FARMS SUBDIVISION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 15864, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS WEST 616.50 FEET AND SOUTH 269.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE AND 5.00 FEET PERPENDICULARLY DISTANT FROM THE EASTERLY LINE OF SAID LOT 9, AND RUNNING THENCE SOUTH 00°00'22" EAST PARALLEL WITH THE EASTERLY LINE OF SAID LOT A DISTANCE OF 5.00 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE SOUTHERLY LINE OF SAID LOT; THENCE SOUTH 89°59'09" WEST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 140.43 FEET TO A POINT WHICH IS 5.00 FEET PERPENDICULARLY DISTANT FROM THE WESTERLY LINE OF SAID LOT; THENCE NORTH 28°42'31" EAST PARALLEL WITH SAID WESTERLY LOT LINE A DISTANCE OF 5.70 FEET TO A POINT BEING 10.00 FEET PERPENDICULARLY DISTANT FROM SAID SOUTHERLY LOT LINE; THENCE NORTH 89°59'09" EAST PARALLEL WITH SAID SOUTHERLY LOT LINE A DISTANCE OF 137.69 FEET TO THE POINT OF BEGINNING.

CONTAINS 695 SQUARE FEET OR 0.016 ACRES, MORE OR LESS.

Attachment: EasementVacationArea1 (PUE Vacation - Lot 9 Lakeview Farms Plat "B" Subdivision (579 W 1060 N))

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an ordinance approving the vacation of a portion of a public right-of-way located at approximately 350 South 900 West.

SUMMARY RECOMMENDATION
Approval of the Ordinance for the partial Right-of-Way Vacation at 350 South 900 West related to the Lakeshore Landing Subdivision.

BACKGROUND
The City Council approved the AF21 Annexation at the regular City Council meeting held on February 12, 2019 which included the dedication of 900 West as an 84-foot-wide TOD - Neighborhood Collector roadway. The City Council approved the Lakeshore Landing Subdivision Plats A-J at the regular City Council meeting held on June 30, 2020 which included the 900 West right-of-way dedicated with the annexation. Additionally, the City Council approved an amended cross section for the TOD - Neighborhood Collector roadway at the regular City Council meeting held on February 11, 2020 which reduced the total required right-of-way width from 89 feet to 79 feet. This partial right-of-way vacation vacates the excess right-of-way width between the old cross section and the amended cross section for the TOD - Neighborhood collector roadway along 900 West through the Lakeshore Landing subdivisions.

Additionally, in 2021, the council approved a vacation of the excess right-of-way for 900 West pertaining to the Lakeshore Landing subdivision. This small section of right-of-way was inadvertently left off that approval. Approval of this vacation would match up the right-of-way with the rest of 900 West.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to adopt the ordinance approving the partial right-of-way vacation at 350 South 900 West 900 West related to the Lakeshore Landing Subdivision Plat and to authorize the city to sign all necessary documents.

SUPPORTING DOCUMENTS

03.25.25 - ROW Vacation on 900 West at 350 South (DOCX)
LAKESHORE LANDING BLOCK2 PLAT D-ROAD EXCESS ROW EXHIBIT (PDF)

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF THE RIGHT OF WAY ON 900 WEST FROM APPROXIMATELY 350 SOUTH TO 360 SOUTH, AMERICAN FORK, UTAH

WHEREAS, the City of American Fork has reduced the right-of-way width requirement for the TOD – Neighborhood Collector road from 89 feet to 79 feet, and

WHEREAS, the City of American Fork received as part of annexation a right-of-way for a total of 89 feet, and

WHEREAS, the City of American Fork received a request to vacate a portion of road right-of-way located on the east side of 900 West from approximately 350 South to 360 South to vacate a portion of said street, and

AND WHEREAS, all utility facilities present in the proposed vacation area will remain, and

AND WHEREAS, the City gave advance public notice of its intent to vacate a portion of said street and public hearing was held on March 25, 2025, regarding such intent and carefully considered the comments of the public thereof.

THEREFORE BE IT ORDAINED by the City Council of American Fork City, as follows:

SECTION I: Vacation of a portion of right of way on the east side of 900 West from approximately 350 South to 360 South, American Fork.

A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the right of way on 900 West from approximately 350 South to 360 South and that vacating it will not be detrimental to the public interest.

B. Legal Descriptions:

BEGINNING AT A POINT WHICH IS NORTH 2485.48 FEET AND WEST 234.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

Attachment: 03.25.25 - ROW Vacation on 900 West at 350 South (ROW Vacation - 350 South 900 West)

THENCE SOUTH 00°46’05” WEST 64.69 FEET TO A POINT ALONG THE NORTH LINE OF LAKESHORE LANDING BLOCK 2 PLAT C; THENCE ALONG SAID PLAT NORTH 89°15'29" WEST 3.87 FEET; THENCE NORTH 00°46'05” EAST 32.41 FEET; THENCE NORTH 07°36'20” EAST 32.51 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 188 SQUARE FEET IN AREA OR 0.004 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

SECTION II. SEVERABILITY

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

SECTION III. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and first publication as provided by law. PASSED AND ADOPTED by the City Council of American Fork City this 25 day of March 2025.

AMERICAN FORK CITY

Bradley J. Frost, Mayor

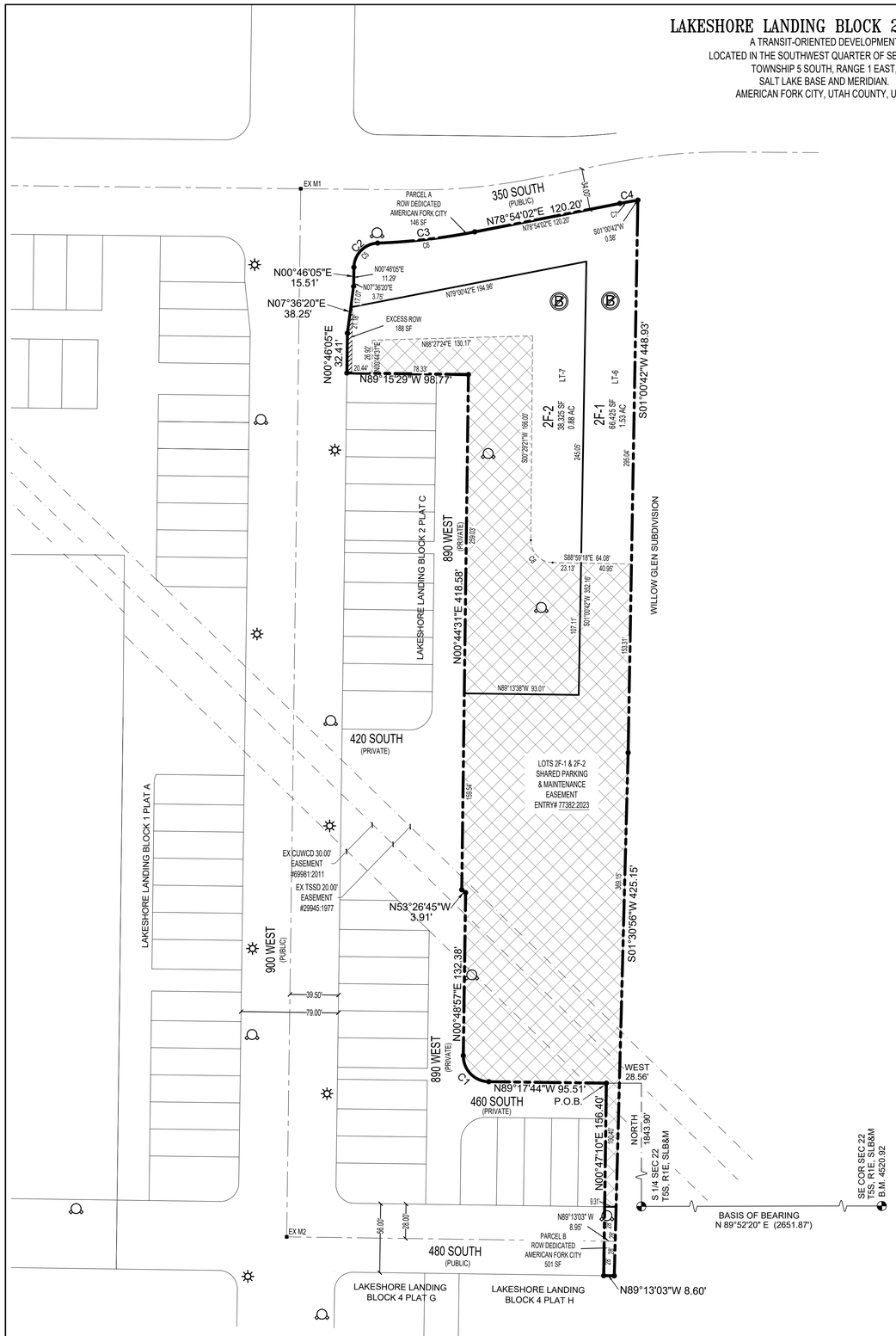
ATTEST:

Terilyn Lurker, City Recorder

Attachment: 03.25.25 - ROW Vacation on 900 West at 350 South (ROW Vacation - 350 South 900 West)

LAKESHORE LANDING BLOCK 2 PLAT D

A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



ADDRESSES

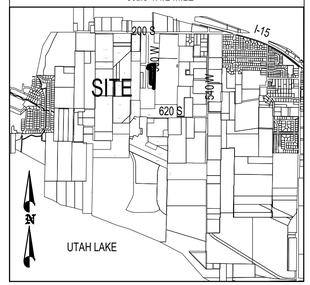
LOT 2F-1 & 2F-2	363 SOUTH 890 WEST

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE
- FIRE HYDRANT
- STREET LIGHT
- PUBLIC UTILITY EASEMENT

VICINITY SKETCH

scale 1:1/2 MILE



TABULATIONS

DEVELOPMENT AREA	2.42 AC
EXISTING ZONING	BLOCK TYPE 4
LAND USE:	TOD
FLOOD ZONE DESIGNATION:	X
FIRM MAP PANEL #:	49049C0306F
EFFECTIVE DATE:	JUNE 19, 2020

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	21.00	33.00	90°02'15"	29.71	N44°16'37"W
C2	20.00	30.43	87°10'52"	27.58	N44°21'37"E
C3	503.00	79.47	09°03'09"	79.39	N83°25'35"E
C4	447.00	14.89	01°54'30"	14.89	N79°51'16"E
C5	20.00	30.43	87°11'04"	27.58	N44°21'37"E
C6	503.00	79.47	09°03'08"	79.39	N83°25'35"E
C7	447.00	14.44	01°51'01"	14.44	N79°49'32"E
C8	18.00	28.17	89°39'29"	25.38	S44°09'33"E

SYMBOLS

NO BASEMENTS ALLOWED
SLAB ON GRADE

SHARED PARKING DOCUMENTS:

SHARED PARKING FACILITIES ARE SUBJECT TO A RECORDED COVENANT SPECIFYING FUNDING, MAINTENANCE, INSURANCE, AND MANAGEMENT.

LOTS 2F-1 & 2F-2
RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER AS
ENTRY NO: _____

50 0 50 100 150

SCALE 1"=50'

REFERENCE DOCUMENTS:

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

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

NOTES

1. OFFSET-PINS TO BE PLACED IN THE BACK OF THE CURB AND 5/8" BY 24" REBAR WITH NUMBERED SURVEY CAP TO BE PLACED AT ALL LOTS REAR CORNERS PRIOR TO OCCUPANCY.

2. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHAL AND CHARGED WITH CULINARY WATER.

3. LOWEST FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.

SURVEYOR

ENSIGN
THE STANDARD IN ENGINEERING
SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.0529

ENGINEER

berg
CIVIL ENGINEERING
11938 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

SEWER & WATER AUTHORITY APPROVAL

APPROVED THIS _____DAY OF _____A.D. 20____,
BY THE WATER AUTHORITY.

SEWER & WATER AUTHORITY

05/30/2023

SURVEYOR'S CERTIFICATE

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

DATE (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 1843.90 FEET AND WEST 28.56 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST; AND RUNNING:

THENCE NORTH 88°17'44" WEST 95.51 FEET; THENCE ALONG THE ARC OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 33.00 FEET (CURVE HAVING A CENTRAL ANGLE 90°02'15" AND A LONG CHORD BEARS N44°16'37"W 29.71 FEET); THENCE NORTH 00°48'57" EAST 132.38 FEET; THENCE NORTH 53°26'45" WEST 3.91 FEET; THENCE NORTH 00°44'31" EAST 418.58 FEET; THENCE NORTH 89°15'29" WEST 98.77 FEET; THENCE NORTH 00°46'05" EAST 32.41 FEET; THENCE NORTH 07°36'20" EAST 38.25 FEET; THENCE NORTH 00°46'05" EAST 15.51 FEET; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 30.43 FEET (CURVE HAVING A CENTRAL ANGLE 87°10'52" AND A LONG CHORD BEARS N44°21'37"E 27.58 FEET); THENCE ALONG THE ARC OF A 503.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 79.47 FEET (CURVE HAVING A CENTRAL ANGLE 09°03'09" AND A LONG CHORD BEARS N83°25'35"E 79.39 FEET); THENCE NORTH 78°54'02" EAST 120.20 FEET; THENCE ALONG THE ARC OF A 447.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 14.89 FEET (CURVE HAVING A CENTRAL ANGLE 01°54'30" AND A LONG CHORD BEARS N79°51'16"E 14.89 FEET); THENCE SOUTH 01°00'42" WEST 448.93 FEET; THENCE SOUTH 01°30'56" WEST 425.15 FEET; THENCE NORTH 89°13'03" WEST 8.60 FEET; THENCE NORTH 00°47'10" EAST 156.40 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 105,398 SQUARE FEET IN AREA OR 2.42 ACRES.

(NOTE: ALL BEARINGS IN THE ABOVE DESCRIPTION ARE BASED ON THE NAD 27 BEARING OF N 89°52'20" E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST TO THE SOUTHEAST CORNER OF SAID SECTION 22.)

NUMBER OF LOTS	2
NUMBER OF PARCELS	2

OWNER'S DEDICATION

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

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

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

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

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

ACCEPTANCE BY LEGISLATIVE BODY

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

_____ DAY OF _____, A.D. ___.

MAYOR — CITY COUNCIL MEMBER

CITY COUNCIL MEMBER — CITY COUNCIL MEMBER

CITY COUNCIL MEMBER — CITY COUNCIL MEMBER

APPROVED _____ 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

LAKESHORE LANDING BLOCK 2 PLAT D

A TRANSIT-ORIENTED DEVELOPMENT
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22
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
PROFESSIONAL LAND SURVEYOR No. 286882 PATRICK M. HARRIS STATE OF UTAH		

Attachment: LAKESHORE LANDING BLOCK2 PLAT D-ROAD EXCESS ROW EXHIBIT (ROW Vacation - 350 South 900 West)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Planning **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on a resolution approving a land use map amendment, known as Strata Investments located at approximately 195 East 600 South. On approximately 2.40 acres, the property proposes to change from the Design Commercial designation to the Design Industrial land use designation.

SUMMARY RECOMMENDATION
The Planning Commission recommended approval at the March 5, 2025, meeting**.**

BACKGROUND
City Staff has initiated a proposed Land Use Map Amendment. The project looks to change the Land Use Map of the General Plan from the Design Commercial designation to the Design Industrial designation for the following two properties:

- 13:050:0268
- 13:050:0267

BUDGET IMPACT
N/A

SUGGESTED MOTION
I move to adopt the resolution approving the land use map amendment, located at 195 East 600 South, from the Design Commercial to the Design Industrial Land Use designation.

SUPPORTING DOCUMENTS

03.25.25 - Land Use Map Amendment at 195 East 600 South (DOCX)
Strata Investments Land Use Map Amendment - Staff Report (PDF)
LUMA - Strata Investments - Unapproved PC Minutes 03.05.2025 (PDF)

RESOLUTION NO.

A RESOLUTION APPROVING A LAND USE MAP AMENDMENT LOCATED IN THE VICINITY OF 195 EAST 600 SOUTH FROM THE DESIGN COMMERCIAL DESIGNATION TO THE DESIGN INDUSTRIAL LAND USE DESIGNATION.

WHEREAS, Section 10-9a-401(1), Utah Code Annotated, 1953, as amended, requires each municipality in the State of Utah to prepare and adopt a comprehensive, long range general plan for: (1) present and future needs of the municipality; and (2) growth and development of the land within the municipality; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, recommends and describes the general content of each of the major elements typically included within a general plan including, but not limited to, a Land Use Element that designates the long-term goals and the proposed extent, general distribution, and location of land for housing, business, industry, agriculture, recreation, education, public buildings and grounds, open space, and other categories of public and private uses of land; and

WHEREAS, Section 10-9a-403, Utah Code Annotated, 1953, as amended, anticipated that the Land Use Element will, from time to time, be amended and updated to reflect changes in condition or policy within the City; and

WHEREAS, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH:

SECTION 1. That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the parcels located in the vicinity of 195 East 600 South be amended from the Design Commercial designation to the Design Industrial designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

SECTION 2. The City Council hereby directs that the American Fork Land Use Plan Map be modified to incorporate the changes approved by this Resolution.

Attachment: 03.25.25 - Land Use Map Amendment at 195 East 600 South (Strata Investments LUMA)

SECTION 3. It is the express intent of the City Council that said plan be followed, complied with, and otherwise adhered to.

SECTION 4. The Planning Commission and City Staff are hereby directed to recommend such ordinances and policies as recommended under the plan and deemed essential for its implementation.

PASSED AND ADOPTED THIS 25TH DAY OF MARCH 2025.

_____

Bradley J. Frost, Mayor

ATTEST:

_____

Terilyn Lurker, City Recorder

Attachment: 03.25.25 - Land Use Map Amendment at 195 East 600 South (Strata Investments LUMA)

Exhibit A

Land Use Map



Attachment: 03.25.25 - Land Use Map Amendment at 195 East 600 South (Strata Investments LUMA)

Planning Commission Staff Report
Meeting Date: March 5, 2025

Agenda Topic

Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Strata Investments, located at approximately 195 E 600 S American Fork City. On approximately 2.40 acres, the property proposes to change from the Design Commercial designation to the Design Industrial land use designation.

BACKGROUND INFORMATION		
Location:		195 E 600 S
Project Type:		Land Use Map Amendment
Applicants:		City Staff Initiated
Existing Land Use:		Design Commercial
Proposed Land Use:		Design Industrial
Surrounding Land Use:	North	Major Transportation Facilities
	South	Design Industrial
	East	Major Transportation Facilities/Design Commercial
	West	Design Commercial
Existing Zoning:		GC-2/PI-1
Proposed Zoning:		N/A
Surrounding Zoning:	North	PF
	South	PI-1
	East	PF/PI-1
	West	PI-1

Background

City Staff has initiated a proposed Land Use Map Amendment. The project looks to change the Land Use Map of the General Plan from the Design Commercial designation to the Design Industrial designation for the following two properties:

- 13:050:0268
- 13:050:0267

Chapter 17.11 Amendments

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)

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

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)

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

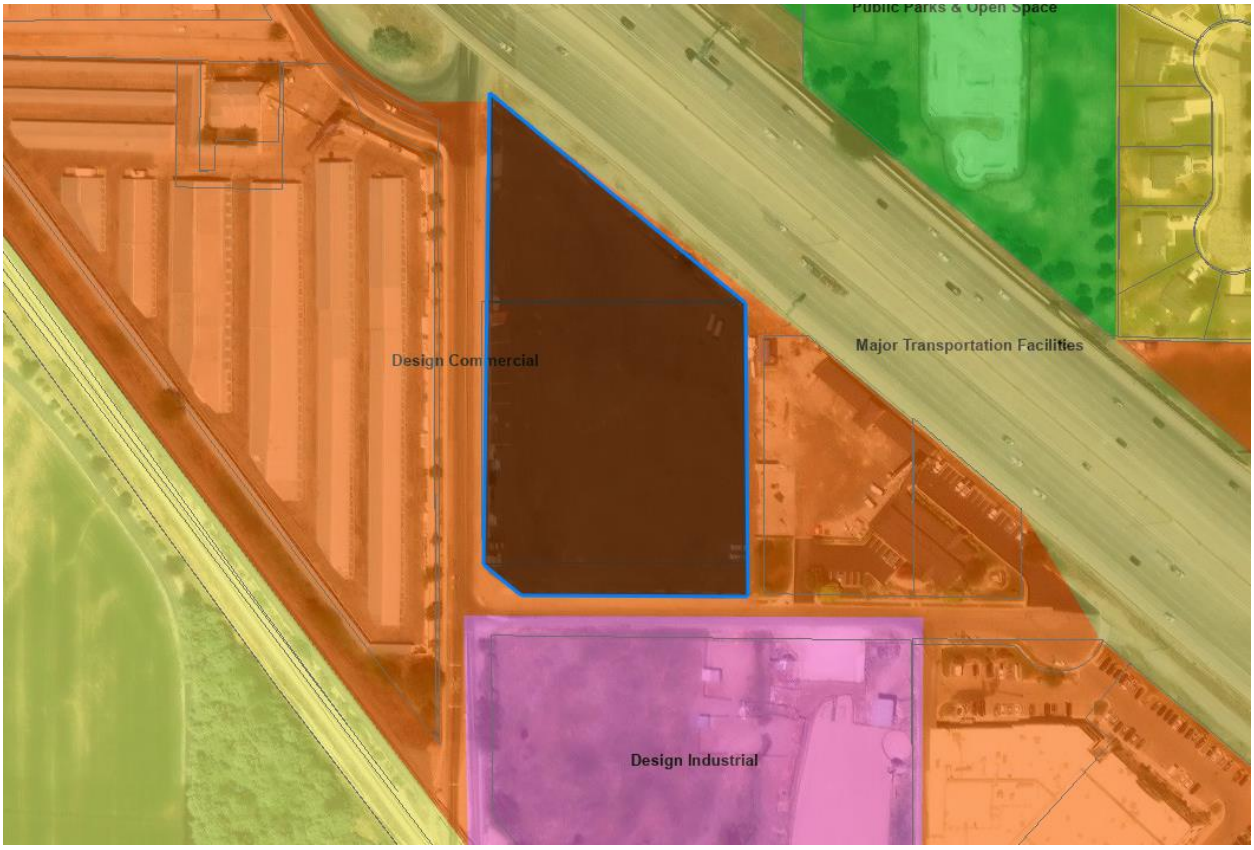
All amendments to this code and zone map shall be made in accordance with the general plan of land use. It is hereby declared to be public policy that this code shall not be amended unless it can be shown that changed or changing conditions make the proposed amendment reasonably necessary to the promotion of the purposes of this code.

Project Conditions of Approval

1. N/A

Project Map

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)



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.

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)

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 Land Use Map Amendment meets the requirements of Section 17.11.

Potential Motions – Land Use Map Amendment

Approval

I move to recommend approval for the proposed Land Use Map Amendment, located at 195 East 600 South, American Fork City, UT 84003, from the Design Commercial to the Design Industrial Land Use designation.

Denial

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)

I move to recommend denial for the proposed Land Use Map Amendment, located at 195 East 600 South, American Fork City, UT 84003, from the Design Commercial to the Design Industrial Land Use designation.

Table

I move to table action for the proposed Land Use Map Amendment, located at 195 East 600 South, American Fork City, UT 84003, from the Design Commercial to the Design Industrial Land Use designation, and instruct staff/developer to…

Attachment: Strata Investments Land Use Map Amendment - Staff Report (Strata Investments LUMA)

Bruce Frandsen motioned to approve the Common Consent agenda.

Rodney Martin seconded the motion.

Voting was as follows:

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

The motion passed

Chairwomen Anderson explained the Planning Commissions roll in the action that takes place during the public hearings portion of the agenda.

PUBLIC HEARINGS

a. **Public hearing, review, and recommendation on a proposed Land Use Map Amendment, known as Strata Investments, located at approximately 195 E 600 S American Fork City. On approximately 2.40 acres, the property proposes to change from the Design Commercial designation to the Design Industrial land use designation.**

Travis Van Ekelenburg reviewed the background information for Public Hearing Item letter a: City Staff has initiated a proposed Land Use Map Amendment. The project looks to change the Land Use Map of the General Plan from the Design Commercial designation to the Design Industrial designation for the following two properties:

- 13:050:0268
- 13:050:0267

Attachment: LUMA - Strata Investments - Unapproved PC Minutes 03.05.2025 (Strata Investments LUMA)

Commissioner Frandsen asked where this is a staff-initiated amendment, if the landowner was on board with the change. Travis Van Ekelenburg indicated that while he was not a part of the conversations with the landowner, it was his understanding that the change is in line with what the property owners' future plans for the property. Chairwomen Anderson noted that it seems to fit better for the city as it gets rid of an island and better for the applicant because it lines up with the applicants plans for the property. Travis Van Ekelenburg confirmed. Commissioner Dudley noted that while we need industrial areas in the city, there seems to be a lot of GC-2 areas on the map. He added that as long as the landowner is okay with the change, it is probably okay. Commissioner Bird asked just for clarification that there are currently not any landowners in that area that would have a problem with this change, and Travis Van Ekelenburg informed that there was none to his knowledge. Chris Christiansen entered the meeting at this time.

Public Hearing Open

No Comments

Public Hearing Closed

Rodney Martin moved to recommend approval for the proposed Land Use Map Amendment, located at 195 East 600 South, American Fork City, UT 84003, from the Design Commercial to the Design Industrial Land Use designation.

David Bird seconded the motion.

Voting was as follows:

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

Attachment: LUMA - Strata Investments - Unapproved PC Minutes 03.05.2025 (Strata Investments LUMA)

The motion passed

b. **Public hearing, review, and recommendation on a proposed Zone Change, known as Strata Investments, located at approximately 195 E 600 S, American Fork City. On approximately 2.40 acres, the property proposes to change from the General Commercial (GC-2) Zone to the Planned Industrial (PI-1) Zone.**

Travis Van Ekelenburg reviewed the background information for Public Hearing Item letter b: City Staff has initiated a proposed Zoning Map Amendment (Zone Change). The project looks to change the Zoning Map from the GC-2 Planned Commercial zoning designation to the PI-1 Planned Industrial zoning designation for the following property:

- 13:050:0268

Public Hearing Open

No Comment

Public Hearing Closed

David Bird moved to recommend approval for the proposed Zone Change, located at 195 E 600 S, American Fork City, UT 84003, from the GC-2 zoning designation to the PI-1 designation, subject to any conditions found in the staff report.

Attachment: LUMA - Strata Investments - Unapproved PC Minutes 03.05.2025 (Strata Investments LUMA)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Planning **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on an ordinance approving a zone change, known as Strata Investments, located at approximately 195 East 600 South. On approximately 2.40 acres, the property proposes to change from the General Commercial (GC-2) Zone to the Planned Industrial (PI-1) Zone.

SUMMARY RECOMMENDATION
The Planning Commission recommended approval at the March 5, 2025, meeting.

BACKGROUND
City Staff has initiated a proposed Zoning Map Amendment (Zone Change). The project looks to change the Zoning Map from the GC-2 Planned Commercial zoning designation to the PI-1 Planned Industrial zoning designation for the following property:

- 13:050:0268

BUDGET IMPACT
N/A

SUGGESTED MOTION
I move to adopt the ordinance approving the zone map amendment, located at 195 East 600 South, from the GC-2 Planned Commercial zoning designation to the PI-1 zoning designation.

SUPPORTING DOCUMENTS

03.25.25 - Zone Change at 195 East 600 South (DOCX)
Strata Investments Zone Change - Staff Report (PDF)
ZC - Strata Investments - Unapproved PC Minutes 03.05.2025 (PDF)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE OFFICIAL ZONE MAP OF AMERICAN FORK, UTAH AT 195 EAST 600 SOUTH FROM THE GENERAL COMMERCIAL (GC-2) ZONE TO THE PLANNED INDUSTRIAL (PI-1) ZONE.

WHEREAS, pursuant to Section 10-9a-503, Utah Code Annotated, 1953, as amended, the City is authorized to make and amend the official zoning map which designates property within the city limits into zones that regulate the use of buildings and structures and uses of land (the "Zone Map"); and

WHEREAS, Section 10-9a-503, Utah Code Annotated, 1953, as amended, anticipated that the Zone Map will, from time to time, be amended and updated; and

WHEREAS, the City has received a request from the property owner at 195 East 600 South (the "Property") to amend the Zone Map changing the Property from the General Commercial (GC-2) zone to the Planned Industrial (PI-1) zone; and

WHEREAS, on March 5, 2025, the Planning Commission reviewed the proposed amendment to the Zone Map, after required advertising and public hearing thereon, and duly considered the comments received at the hearing; and

WHEREAS, the Planning Commission has recommended approval of the Zone Map amendment; and

WHEREAS, the City Council has reviewed the request further, all in accordance with Utah State law.

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

Section 1. That the Official Zone Map of American Fork, Utah, is hereby amended to show the property located in the area of 195 East 600 South be amended from the General Commercial (GC-2) zone to the Planned Industrial (PI-1) zone as shows in Exhibit "A". Said change in zoning is hereby adopted as an amendment to the official Zone Map of American Fork, Utah.

Section 2. That said territory shall hereafter be subject to all requirements and conditions applicable with said zone.

Section 3. That this Ordinance shall be in force and effect upon its passage and first posting as required by law.

Attachment: 03.25.25 - Zone Change at 195 East 600 South (Strata Investments Zone Change)

PASSED AND ORDERED POSTED BY THE CITY COUNCIL OF AMERICAN FORK, UTAH THIS 25TH DAY OF MARCH 2025.

Bradley J. Frost, Mayor

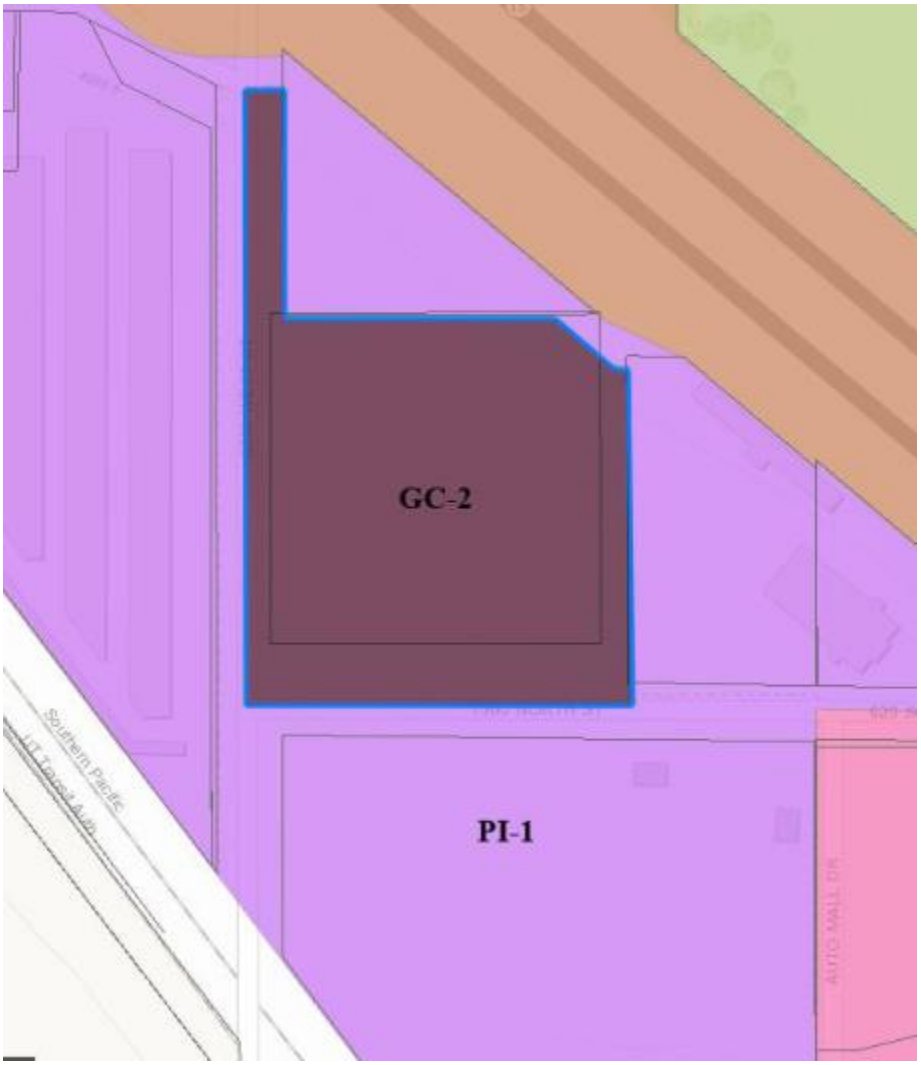
ATTEST:

Terilyn Lurker, City Recorder

Attachment: 03.25.25 - Zone Change at 195 East 600 South (Strata Investments Zone Change)

EXHIBIT “A”

ZONE MAP



Attachment: 03.25.25 - Zone Change at 195 East 600 South (Strata Investments Zone Change)

Planning Commission Staff Report
Meeting Date: March 5, 2025

Agenda Topic

Public hearing, review, and recommendation on a proposed Zone Change, known as Strata Investments, located at approximately 195 E 600 S, American Fork City. On approximately 2.40 acres, the property proposes to change from the General Commercial (GC-2) Zone to the Planned Industrial (PI-1) Zone.

Location:		195 E 600 S
Project Type:		Land Use Map Amendment
Applicants:		City Staff Initiated
Existing Land Use:		Design Commercial
Proposed Land Use:		N/A
Surrounding Land Use:	North	Major Transportation Facilities
	South	Design Industrial
	East	Major Transportation Facilities/Design Commercial
	West	Design Commercial
Existing Zoning:		GC-2/PI-1
Proposed Zoning:		PI-1
Surrounding Zoning:	North	PF
	South	PI-1
	East	PF/PI-1
	West	PI-1

Background

City Staff has initiated a proposed Zoning Map Amendment (Zone Change). The project looks to change the Zoning Map from the GC-2 Planned Commercial zoning designation to the PI-1 Planned Industrial zoning designation for the following property:

- 13:050:0268

Chapter 17.11 Amendments

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)

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

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)

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

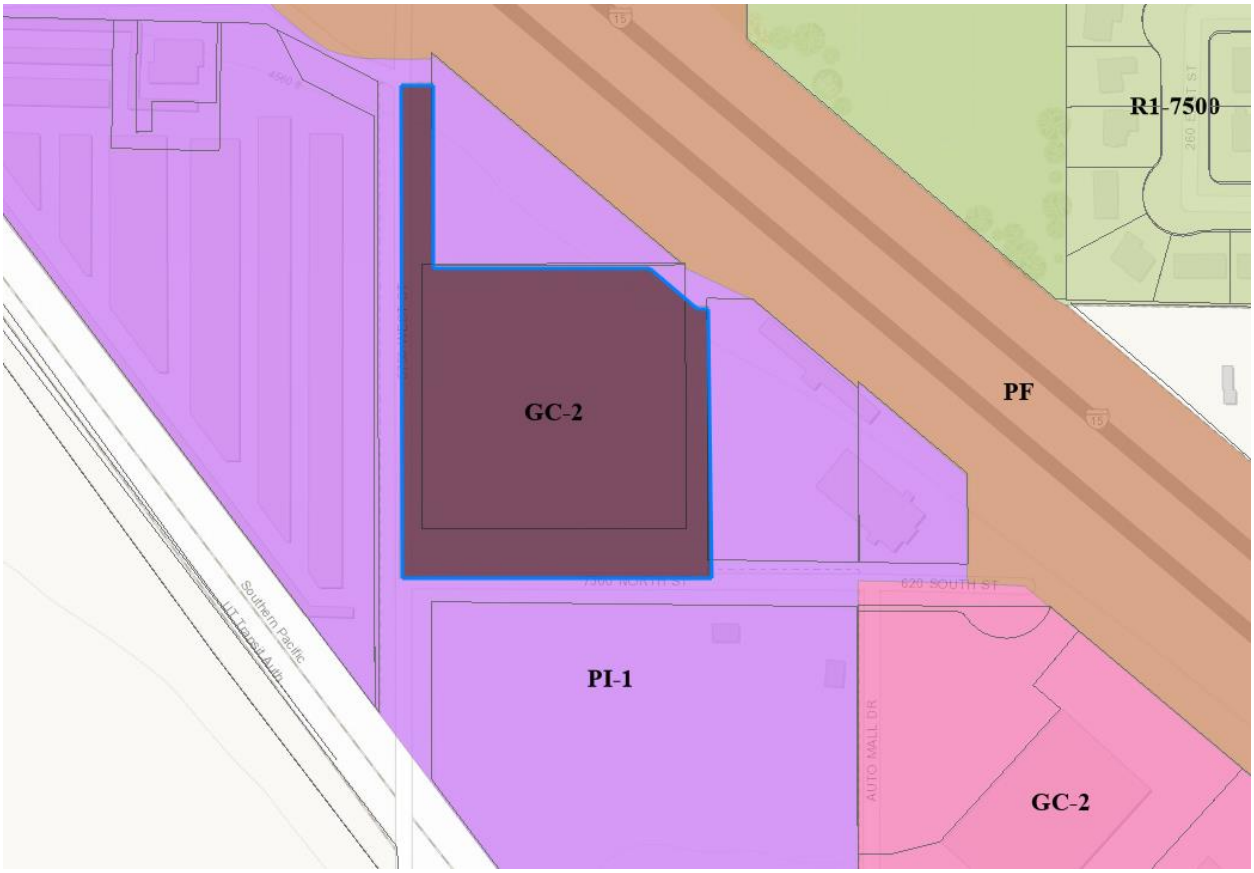
1. N/A

Findings of Fact

1. The Zone Change meets the requirements of Section 17.11.

Project Map

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)



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.

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)

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).

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)

Potential Motions – Zone Change

Approval

I move to recommend approval for the proposed Zone Change, located at 195 E 600 S, American Fork City, UT 84003, from the GC-2 zoning designation to the PI-1 designation, subject to any conditions found in the staff report.

Denial

I move to recommend denial for the proposed Zone Change, located at 195 E 600 S, American Fork City, UT 84003, from the GC-2 zoning designation to the PI-1 designation.

Table

I move to table action for the proposed Zone Change, located at 195 E 600 S, American Fork City, UT 84003, from the GC-2 zoning designation to the PI-1 designation, and instruct staff/developer to…

Attachment: Strata Investments Zone Change - Staff Report (Strata Investments Zone Change)

The motion passed

b. **Public hearing, review, and recommendation on a proposed Zone Change, known as Strata Investments, located at approximately 195 E 600 S, American Fork City. On approximately 2.40 acres, the property proposes to change from the General Commercial (GC-2) Zone to the Planned Industrial (PI-1) Zone.**

Travis Van Ekelenburg reviewed the background information for Public Hearing Item letter b: City Staff has initiated a proposed Zoning Map Amendment (Zone Change). The project looks to change the Zoning Map from the GC-2 Planned Commercial zoning designation to the PI-1 Planned Industrial zoning designation for the following property:

- 13:050:0268

Public Hearing Open

No Comment

Public Hearing Closed

David Bird moved to recommend approval for the proposed Zone Change, located at 195 E 600 S, American Fork City, UT 84003, from the GC-2 zoning designation to the PI-1 designation, subject to any conditions found in the staff report.

Attachment: ZC - Strata Investments - Unapproved PC Minutes 03.05.2025 (Strata Investments Zone Change)

Rodney Martin seconded the motion.

Voting was as follows:

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

The motion passed

Chairwomen Anderson explained the Planning Commissions roll in the action that takes place during the Action Items portion of the agenda.

ACTION ITEMS

a. **Review and action on an application for a Commercial Site Plan, known as North Pointe Business Park, Building "F" (Application #3), located at approximately 1260 S 630 E, American Fork City, UT 84003. The Commercial Site Plan will be on approximately 6.05 acres and will be in the PI-1 (Planned Industrial) Zone.**

Travis Van Ekelenburg reviewed the background information for Action Item letter b: The applicant has applied for a Commercial Site Plan to develop an office/warehouse development. The project looks to provide 10,990 square feet of office use and 98,900 square feet of warehousing to the area. This is the final piece to the North Pointe Business Park between E Bromley Drive and 1300 South.

Attachment: ZC - Strata Investments - Unapproved PC Minutes 03.05.2025 (Strata Investments Zone Change)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Planning **Director Approval** *Patrick O'Brien*

AGENDA ITEM Review and action on approval of the real estate exchange agreement with NBFF Property LLC, Harbor View Development LLC, Rammell Prospective LLC, Russgan LLC, NPF Investments LLC and Walking the Wire LLC. for Lake Shore Drive.

SUMMARY RECOMMENDATION
Staff recommends approval of the real estate exchange agreement.

BACKGROUND
As part of the annexation of the Harbor Road Plat D Annexation approved at a regular session of City Council on May 13, 2014, the existing right-of-way for Lake Shore Drive was dedicated to American Fork City. The property owners (multiple entities from the Frandsen family) have worked with the City and with the developer of the property to the west to shift the existing alignment of Lake Shore Drive further south. This agreement provides the provisions wherein this land exchange will occur.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to approve the real estate exchange agreement with NBFF Property LLC, Harbor View Development LLC, Rammell Prospective LLC, Russgan LLC, NPF Investments LLC and Walking the Wire LLC for Lake Shore Drive, subject to final approval and recording of the Harbor Road Plat E and Julie Clark Annexations.

SUPPORTING DOCUMENTS

Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (PDF)

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

REAL ESTATE EXCHANGE AGREEMENT

This Real Estate Exchange Agreement ("Agreement") is entered into by and between AMERICAN FORK CITY, a political subdivision of Utah (the "City"), and NBFF PROPERTY LLC, HARBOR VIEW DEVELOPMENT LLC, RAMMELL PROSPECTIVE LLC, RUSSGAN LLC, NPF INVESTMENTS LLC, and WALKING THE WIRE LLC ("Owners"). City and Owners are collectively referred to as the Parties.

RECITALS

WHEREAS, Owners owns two parcels of property located in the vicinity of S 100 West, American Fork City, Utah, which were annexed into the City on or about April 23, 2015, further identified as Parcel Numbers 13:064:0058 and 13:064:0059 with the Utah County Recorder's Office (the "Parcels");

WHEREAS, as part of the annexation of the Parcels, Owners dedicated to the City a portion of land, further identified as Parcel Number 13:064:0057 ("Premises A") for the future construction of Lake Shore Drive;

WHEREAS, the City, after consultation with Owners and the neighboring parcel owners, desires to alter the alignment of Lake Shore Drive;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

TERMS

1. New Alignment – Premises B. Owners agrees to dedicate to the City the necessary right-of-way for the new alignment of Lake Shore Drive, as shown on Exhibit A, attached hereto ("Premises B"). Dedication shall be completed by way of the Special Warranty Deed, attached hereto as Exhibit A. The City agrees to accept said dedication.

2. Original Alignment Property – Premises A. The City agrees to dedicate to Owners, within 30 days of recording of the Special Warranty Deed with the Utah County Recorder, the portion of Premises A previously dedicated to the City for the purpose of Lake Shore Drive, which are no longer necessary for installation of public improvements. The portions of Premises A necessary for the expansion of S 100 West and W 1500 South shall remain the property of the City. Conveyance of the applicable portions of Premises A to Owners shall occur by way of quit claim deed, attached hereto as Exhibit B.

3. Consideration. Consideration for the dedication of Premises B to the City is the conveyance of the portions of Premises A, as identified above, to Owners. No financial compensation shall be exchanged as part of this Agreement.

4. Title Insurance. If title insurance is desired by either Party, the recipient of the land exchange shall pay for the title insurance on the newly acquired property.

5. Representations. The City makes no warranties or representations other than it has fee title to Premises A and will convey good and marketable title. Owners makes no warranties or representations other than it has fee title to Premises B and will convey good and marketable title.

6. Waiver. Failure of any party at any time to require performance of any provision of this Agreement shall not limit such party's right thereafter to enforce such provision, nor shall any waiver of any breach of any provision of this Agreement constituted a waiver of any succeeding breach or a waiver of such provision itself.

7. Complete Agreement. This Agreement, together with its addenda, any attached exhibits, constitutes the entire Agreement between the parties related to the exchange of property and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the parties related to the exchange of Premises A and Premises B for the realignment of Lake Shore Drive. This Agreement cannot be modified except by written agreement of the parties.

8. Assignment, Successors. Subject to the provisions hereof, this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns. No assignment of this Agreement shall be permitted except with the written consent of the other party, which consent shall not be withheld unreasonably. The warranties, representations and terms of this Agreement shall survive execution and recordation of the respective deeds and shall be incorporated into the deed by reference.

9. Attorney Fees and Costs. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

10. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Utah. Any litigation related to this agreement shall be filed in Utah County, State of Utah.

11. Counterparts. This Agreement and any addenda and counteroffers may be executed in counterparts.

12. Severability. The unenforceability or invalidity of any one or more provisions hereof shall not render any other provisions herein contained unenforceable or invalid and each term, covenant and condition hereof shall be enforced to the fullest extent permitted by law.

SIGNATURE PAGE FOLLOWS

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year set forth below:

AMERICAN FORK CITY

_____ _____

BRADLEY J. FROST, Mayor Date

ATTEST:

_____

City Recorder

Bruce C. Frandsen
NBFF PROPERTY, LLC

_____ 28 Jan 25

By: Bruce C. Frandsen Date
Its: Manager

State of Utah)
ss
County of UTAH)

On this 28th day of January, in the year 2025, before me personally appeared Bruce C. Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Teressa Donaldson

(Notary Signature) (seal)

TERESSA DONALDSON
NOTARY PUBLIC • STATE OF UTAH
COMMISSION # 738862
Comm. Expires: 09-11-2028

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Dan S. Frandsen
HARBOR VIEW DEVELOPMENT

Dan S Frandsen
By: Dan S Frandsen
Its: Manager

1-24-25
Date

Idaho AA
State of ~~Utah~~)
ss
County of Twin Falls)

On this 24 day of January, in the year 2025, before me personally appeared Dan S. Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Alexya A
(Notary Signature) (seal)

ALEXYA I ANDREWS
COMMISSION NO 20233190
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 08/03/2029

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Ted H. Frandsen, Manager of TKF Holdings LLC which is
manager for Rammell Prospective LLC

By: Ted H. Frandsen
Its: Manager

1/27/25
Date

State of Utah)
ss
County of Utah)

On this 27 day of January, in the year 2025, before me personally appeared Ted H Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Teressa Donaldson
(Notary Signature)

TERESSA DONALDSON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 738862
Comm. Expires: 09-11-2028

(seal)

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Ted H. Frandsen, Manager of TKF Holdings LLC which is manager for Russgan LLC

By: Ted H. Frandsen
Its: Manager

1/27/25
Date

State of Utah)
ss
County of Utah)

On this 27 day of January, in the year 2025, before me personally appeared Ted H Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

(Notary Signature)

TERESSA DONALDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 736862
Comm. Expires: 09-11-2028

(seal)

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Ted H. Frandsen, Manager of TKF Holdings LLC which is
manager for NPF Investments LLC

By: Ted H. Frandsen
Its: Manager

1/27/25
Date

State of Utah)
ss
County of Utah)

On this 27 day of January, in the year 2025, before me personally appeared Ted H. Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Teressa Donaldson
(Notary Signature)

(seal)

TERESSA DONALDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 736862
Comm. Expires: 09-11-2028

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Ted H. Frandsen, Manager of TKF Holdings LLC which is
manager for Walking the Wire LLC

By: Ted H. Frandsen
Its: Manager

1/27/25
Date

State of Utah)
ss
County of Utah)

On this 27 day of January, in the year 2025, before me personally appeared Ted H. Frandsen, proved on the basis of satisfactory name of document signer evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

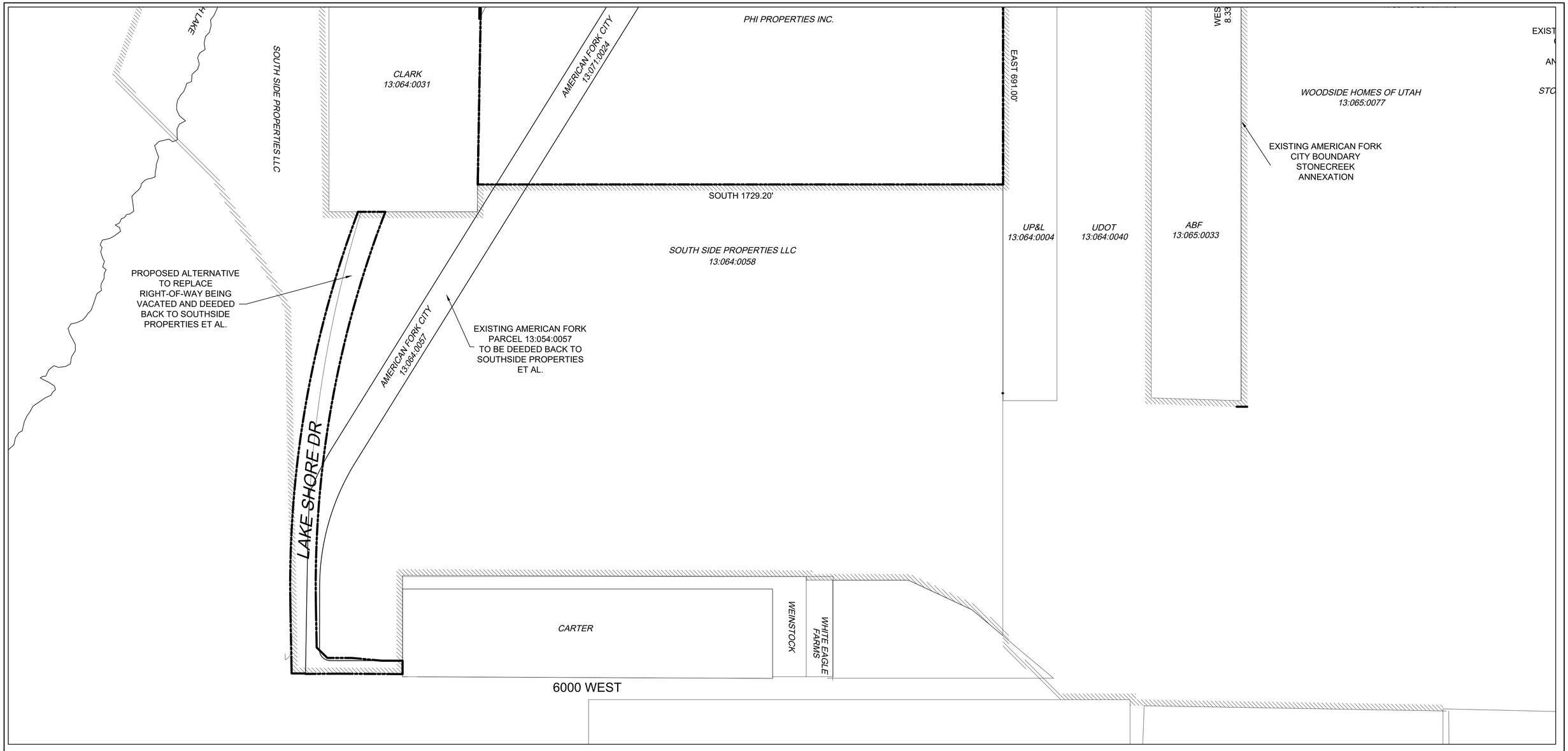
Witness my hand and official seal.

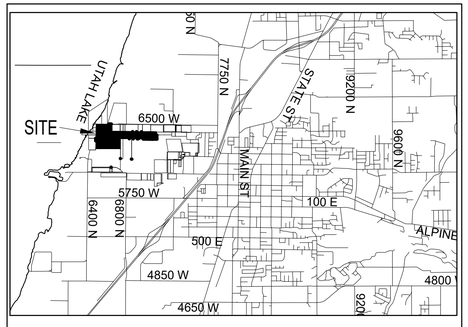
Teressa Donaldson
(Notary Signature)

TERESSA DONALDSON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 738862
Comm. Expires: 09-11-2028

(seal)

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore





VICINITY MAP

1"=5000'

150 0 150 300 450

SCALE 1"=150'

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

HARBOR ROAD ANNEXATION
PLAT "E"

EXHIBIT 5

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore Drive)

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

SPECIAL WARRANTY DEED

(Road dedication plat No. 1 – portions of Lake Shore Drive)

NBFF PROPERTY LLC, HARBOR VIEW DEVELOPMENT LLC, RAMMELL PROSPECTIVE LLC, RUSSGAN LLC, NPF INVESTMENTS LLC, WALKING THE WIRE LLC, Grantor(s) of Utah County, Utah, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to; reserving unto the owner all water rights associated with the property pursuant to the terms of the annexation agreement between the owner and the City;

AMERICAN FORK CITY, Grantee(s) of 51 East Main Street, American Fork, Utah County, Utah,

for the sum of Ten Dollars ($10) and Other Good and Valuable Consideration, the following described tract of land in UTAH County, State of Utah:

BEGINNING AT A POINT LOCATED SOUTH 2454.57 FEET AND EAST 1044.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE ARC OF A 3416.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1321.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 22°10'09" AND A LONG CHORD BEARS S79°58'52"E 1313.50 FEET); THENCE NORTH 88°56'04" EAST 140.50 FEET; THENCE NORTH 44°30'01" EAST 49.00 FEET; THENCE NORTH 00°03'58" EAST 80.00 FEET; THENCE NORTH 05°13'47" EAST 100.00 FEET; THENCE NORTH 00°03'58" EAST 68.11 FEET; THENCE EAST 43.88 FEET; THENCE SOUTH 00°20'23" WEST 214.94 FEET; THENCE SOUTH 00°25'25" EAST 104.56 FEET; THENCE NORTH 89°00'32" WEST 1.35 FEET; THENCE SOUTH 00°20'22" WEST 45.62 FEET; THENCE SOUTH 88°56'04" WEST 224.33 FEET; THENCE ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 1321.94 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°38'26" AND A LONG CHORD BEARS N80°14'43"W 1314.10 FEET); THENCE NORTH 00°02'34" EAST 89.85 FEET TO THE POINT OF BEGINNING.

CONTAINS: 144,257 SF OR 3.31 ACRES

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

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this 1/28, 2025

Bruce C. Frandsen
NBFF PROPERTY, LLC Manager

State of Utah)
>
County of Utah)

On 1/28, 2025 personally appeared before me,
Bruce C. Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERESSA DONALDSON
NOTARY PUBLIC · STATE OF UTAH
COMMISSION # 738862
Comm. Expires: 09-11-2028

Teressa Donaldson
Notary Public Signature

Teressa Donaldson
Print Name of Notary

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this 24, January, 2025

Dan S. Frandsen
HARBOR VIEW DEVELOPMENT

State of ~~Utah~~ Idaho AA)
County of ~~Utah~~ Twin Falls AA)

On January 24, 2025 personally appeared before me,
Dan S Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Notary Public Signature

Alexya I Andrews
Print Name of Notary

ALEXYA I ANDREWS
COMMISSION NO 20233190
NOTARY PUBLIC
STATE OF IDAHO
MY COMM. EXPIRES 08/03/2029

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this 1/27, 2025

Ted H. Frandsen, Manager of TKF Holdings LLC which is
manager for Rammell Prospective LLC

State of Utah)
>
County of Utah)

On 1/27, 2025 personally appeared before me,
Ted H. Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERESSA DONALDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 738862
Comm. Expires: 09-11-2028

Notary Public Signature

Teressa Donaldson
Print Name of Notary

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this 1/27, 2025

Ted H. Frandsen, Manager of TKF Holdings LLC which is manager for Russgan LLC

State of Utah)
>
County of Utah)

On 1/27, 2025 personally appeared before me, Ted H. Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

TERESSA DONALDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 736862
Comm. Expires: 09-11-2028

Notary Public Signature

Teressa Donaldson
Print Name of Notary

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this 1/27, 2025

Ted H. Frandsen, Manager of TKF Holdings LLC which is manager for NPF Investments LLC

State of Utah)
>
County of Utah)

On 1/27, 2025 personally appeared before me, Ted H. Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Teressa Donaldson
Notary Public Signature

TERESSA DONALDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION # 733862
Comm. Expires: 09-11-2028

Teressa Donaldson
Print Name of Notary

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

WITNESS the hand of said Grantor(s) this _____, 2025

Ted H. Frandsen, Manager of TKF Holdings LLC which is manager for Walking the Wire LLC

State of Utah)
>
County of Utah)

On 1/27, 2025 personally appeared before me, Ted H. Frandsen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Teressa Donaldson
Notary Public Signature

TERESSA DONALDSON
NOTARY PUBLIC - STATE OF UTAH
COMMISSION # 736362
Comm. Expires: 09-11-2025

Teressa Donaldson
Print Name of Notary

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

QUIT CLAIM DEED

American Fork City, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTOR, hereby QUITCLAIMS to NBFF PROPERTY LLC, HARBOR VIEW DEVELOPMENT LLC, RAMMELL PROSPECTIVE LLC, RUSSGAN LLC, NPF INVESTMENTS LLC, and WALKING THE WIRE LLC, Utah Limited Liability Companies, GRANTEE, for the sum of $10.00, and other good and valuable considerations, the following described parcel of land in Utah County, to-wit:

PARCEL 13:064:0057
Commencing 258.64 feet North and 87.26 feet West from the South ¼ corner of Section 26, T5S, R1E, SLB&M;
thence S00°20'23"W 214.94 feet; thence S00°25'25"E 104.56 feet; thence N89°00'30"W 417.04 feet; thence along a 3999.45 foot radius curve to the right 179.19 feet (chord N87°43'33"W 179.17 feet); thence northwesterly along an 870.00 foot radius curve to the right 165.10 feet (chord N63°34'12"W 164.85 feet); thence N58°08'01"W 1020.32 feet; thence North 105.97 feet; thence S58°08'01"E 1076.27 feet; thence along a 780.00 foot radius curve to the left 432.92 feet (chord S74°02'02"E 427.39 feet); thence S89°56'04"E 206.52 feet; thence along a 35.00 foot radius curve to the left 54.98 feet (chord N45°03'56"E 49.50 feet); thence N00°03'58"E 238.21 feet; thence East 43.88 feet to the point of beginning.
Contains 3.441 ac

WITNESS, the hand of said Grantors, this _____ day of _____, A.D. 20_____.

_____ Type or print **name** of grantor

_____ Type or print **name** of grantor

_____ Type or print **address** of grantor

_____ Type or print **address** of grantor

_____ Type or print **name** of grantor

_____ Type or print **address** of grantor

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

Signed in the presence of:

_____

_____
Type or print **name** of witness

STATE OF _____)
§
COUNTY OF _____)

On the date first above written personally appeared before me, _____, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

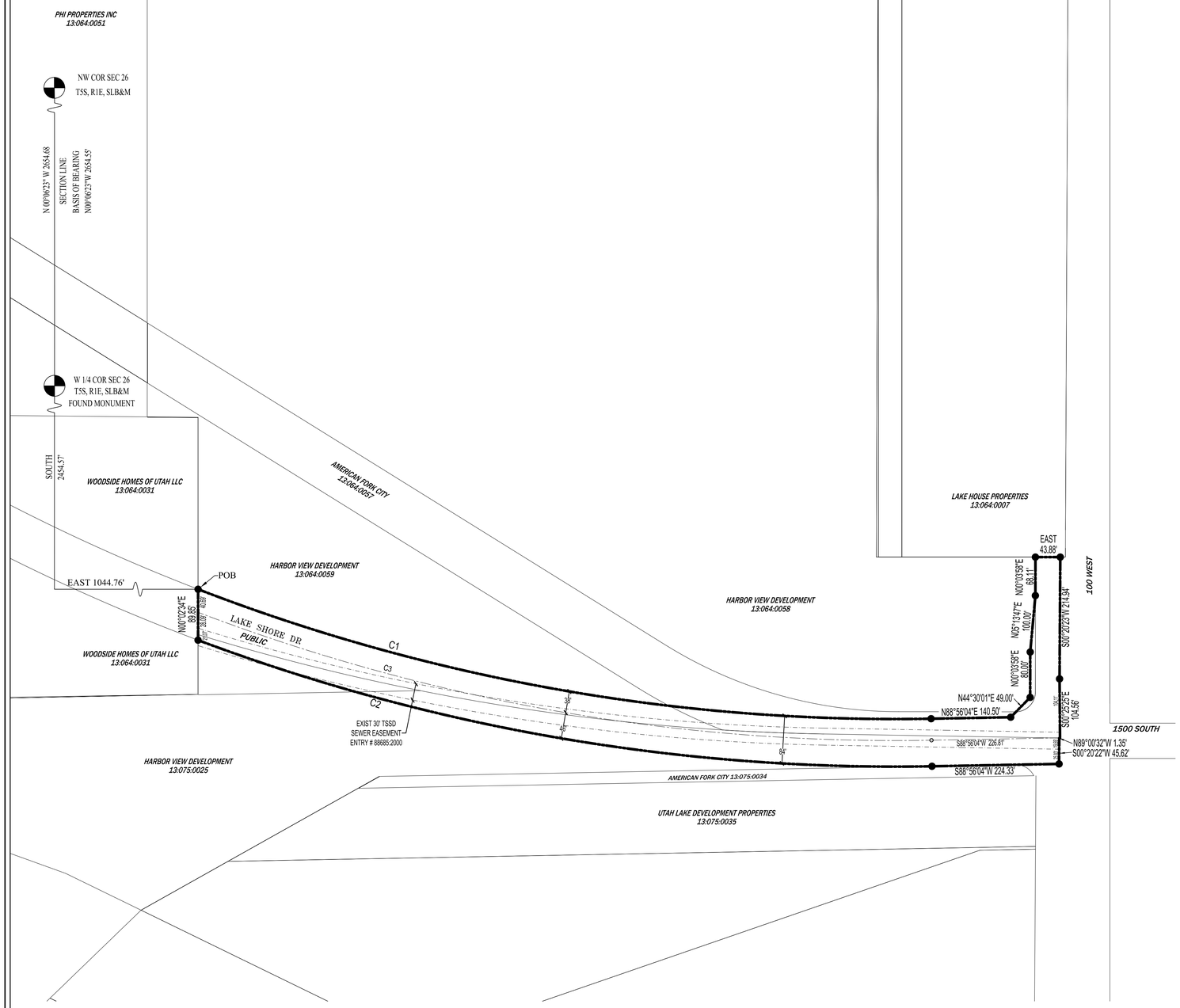
WITNESS my hand and official stamp the date in this certificate first above written:

_____
Notary Public

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore

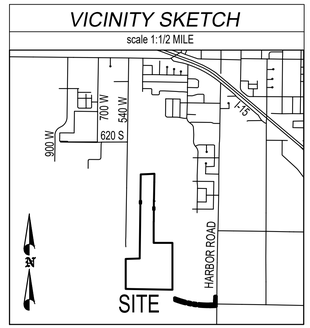
AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No. 3

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
AND NORTHWEST QUARTER OF SECTION 35
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1/2 MILE

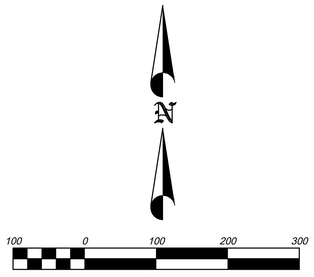


WATER RIGHT NOTE

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

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	3416.00	1321.73	22°10'09"	1313.50	S79°58'52"E
C2	3500.00	1321.94	21°38'26"	1314.10	N80°14'43"W
C3	3454.00	1321.81	21°55'35"	1313.76	S80°06'08"E



LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE

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 LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 2454.57 FEET AND EAST 1044.76 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE ARC OF A 3416.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 1321.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 22°10'09" AND A LONG CHORD BEARS S79°58'52"E 1313.50 FEET); THENCE NORTH 88°56'04" EAST 140.50 FEET; THENCE NORTH 44°30'01" EAST 49.00 FEET; THENCE NORTH 00°03'58" EAST 80.00 FEET; THENCE NORTH 05°13'47" EAST 100.00 FEET; THENCE NORTH 00°03'58" EAST 68.11 FEET; THENCE EAST 43.88 FEET; THENCE SOUTH 00°20'23" WEST 214.94 FEET; THENCE SOUTH 00°25'25" EAST 104.56 FEET; THENCE NORTH 89°00'32" WEST 1.35 FEET; THENCE SOUTH 00°20'22" WEST 45.62 FEET; THENCE SOUTH 88°56'04" WEST 224.33 FEET; THENCE ALONG THE ARC OF A 3500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 1321.94 FEET (CURVE HAVING A CENTRAL ANGLE OF 21°38'26" AND A LONG CHORD BEARS N80°14'43"W 1314.10 FEET); THENCE NORTH 00°02'34" EAST 89.85 FEET TO THE POINT OF BEGINNING.

CONTAINS: 144,257 SF OR 3.31 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 DO 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 COMPANY.

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

AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No. 3

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26,
AND NORTHWEST QUARTER OF SECTION 35
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH
SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

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

12/16/2024

Attachment: Frandsen Family Reast Estate Exchange Agreement - 03.25.25 (Frandsen Family Real Estate Exchange Agreement for Lake Shore Drive)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an ordinance approving the Harbor Road Plat E Annexation, consisting of approximately 90.27 acres at 500 West 1100 South, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the Shoreline Protection and PR-3.0 zone.

SUMMARY RECOMMENDATION
The Planning Commission recommended approval of the PR-3.0 and SP zoning designations at the April 17, 2024 meeting.

BACKGROUND
The applicant has applied for annexation within American Fork City. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for a Planned Residential Zone, and SP Zone for the Shoreline Preservation Zone. The subject properties are approximately 91 acres in size with dedication areas identified via submitted plat and the zoning designation will be the PR-3.0 and SP zoning designations as highlighted in the zoning map in the agreement.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to adopt the ordinance approving the Harbor Road Plat E Annexation, consisting of approximately 90.27 acres at 500 West 1100 South, including the ordinance of annexation, annexation agreement, road dedication plats, and placement of the property in the Shoreline Protection and PR-3.0 zones, and authorize the city to sign necessary documents, subject to approval and recording of the real estate exchange agreement with NBFF Property LLC, Harbor View Development LLC, Rammell Prospective LLC, Russgan LLC, NPF Investments LLC and Walking the Wire LLC. for Lake Shore Drive, and approval and recording of the Julie Clark Annexation.

SUPPORTING DOCUMENTS

8. Ordinance of Annexation 03.25.25 (PDF)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE HARBOR ROAD PLAT E ANNEXATION, CONSISTING OF 90.27 ACRES AT 500 WEST 1100 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on March 28, 2022, by Meadowbrook Properties, L.P. and PHI Properties, Inc., requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on April 12, 2022, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on May 11, 2022; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on May 28, 2024, pursuant to Utah Code Ann §10-2-407(7).

NOW, THEREORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the Harbor Road Plat E Annexation consisting of 90.27 acres at approximately 500 West 1100 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Planned Residential PR-3.0 and Shoreline Protection zones and subject to the terms and conditions of the Harbor Road Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 25th day of March 2025.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

ATTACHMENT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 421.08 FEET AND EAST 264.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING TWO (2) COURSES: 1) EAST 691.00 FEET AND 2) SOUTH 1729.20 FEET; THENCE N 89°01'06" W 1723.28 FEET; THENCE NORTH 1106.60 FEET; THENCE N 88°08'02" E 515.95 FEET; THENCE N 00°43'00" E 738.82 FEET; THENCE N 00°43'00" E 2364.96 FEET; THENCE N 87°45'39" E 208.67 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 0.66 FEET, 2) N 87°09'40" E 296.08 FEET, 3) S 00°43'13" W 306.73 FEET, 4) S 89°20'00" E 5.19 FEET, 5) S 01°01'06" W 659.80 FEET, 6) N 89°48'53" W 4.49 FEET, AND 7) S 00°14'55" W 799.57 FEET; THENCE WEST 8.33 FEET; THENCE SOUTH 295.66 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS SOUTH 487.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90.27 ACRES OR 3,932,159 SF

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

ANNEXATION AGREEMENT
(Harbor Road Annexation)

This 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") PHI Properties, INC. and Meadowbrook Properties Limited Partnership, Utah corporations, (hereafter collectively referred to as "Applicant"), is based on the following:

RECITALS

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

WHEREAS, the annexation will create an unincorporated island;

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

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

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2022-04-07 R, accepting the Petition for Annexation;

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

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

TERMS AND CONDITIONS

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

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 3. Attachment 3 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

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

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Residential Low Density, and Shoreline Protection. Therefore, the zone classification attached to the parcel shall be PR-3.0 (Planned Residential) associated with the areas designated Residential Low Density, and Shoreline Protection for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this Agreement (Attachment 4).

SECTION 5 - Right-of-way/Property to be Conveyed/Preserved: The City's Transportation Element of the General Plan (the "Transportation Master Plan") provides for the development of two minor collectors (1100 South and 500 West) (the “Minor Collectors”) and one major collector (Lake Shore Drive) (the “Major Collector”) which traverse the Annexation Area. The parties agree that the existing alignment of the Major Collector will be altered and replaced with the new alignment as shown in Exhibit 5 (Attachment 5). The existing alignment will be deeded back to the Applicant by way of Quit Claim Deed (Attachment 6). The necessary right-of-way for the alternative alignment for the Major Collector and the Minor Collectors shall be dedicated with Roadway Dedication Plats (Attachment 7). If the alignment of the Minor Collectors and/or Major Collector requires minor adjustments as the property is further entitled, the Applicant may propose to the City an alternative alignment for the City to review, at no cost to the City. If the City approves the modifications, the necessary conveyances will be completed by the Applicant, at no cost to the City.

The alignment of the Major Collector (Lake Shore Drive) follows the approximate boundary of the 100-year floodplain as established and set forth by the Federal Emergency Management Agency (“FEMA”) flood map adopted by the City including any updates to Special Flood Hazard Areas as approved by FEMA. All roadways constructed within areas of special flood hazards shall be constructed, at the expense of Applicant, so that the top back of curb is at least one foot above the base flood elevation.

As a condition of annexation, Applicant hereby agrees to convey to the City the rights-of-way ("ROWs") necessary for the Major Collector and the Minor Collectors and the land for the Linear Park in the location shown on the dedication maps (Attachment 7) and deeds (Attachment 8) prepared by the Applicant and approved by the City. Further, a copy of the deed prepared by Applicant conveying title to the land being conveyed for Linear Park is attached hereto (Attachment 8) and City hereby acknowledges receipt of the relevant executed original.

Furthermore, Applicant agrees that the area identified as the Future Vineyard Connector (Attachment 5) shall not be developed and will remain a landscaped area that shall not include required detention/retention for development. Upon request of the Applicant, the City agrees it will re-evaluate the viability of the Future Vineyard Connector and the need for the area identified in

Attachment 5 to remain undeveloped, except for landscaping. However, the determination of permitted development of said area shall be in the City's sole discretion.

Applicant shall have no obligation to construct any improvements to the ROWs unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required) and the requirements and obligations of this Agreement. At the time of any improvement or development, it shall be the Applicant's responsibility to bring any existing roadways currently constructed within or adjacent to the Annexation Area into compliance with Section 15.01.1250 (General Description) and shall meet the structural pavement number requirements as set forth in said section.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Water Delay Agreements are hereby entered into by the parties and is incorporated into this Agreement as (Attachment 9). City and Applicant agree that City will not acquire claim of title to any water rights appurtenant to the roadway dedication shown on the Roadway Dedication Plats (Attachment 7).

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

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

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

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

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah,

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

84003.

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

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

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

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

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

AMERICAN FORK CITY

_____ _____

PHI Properties, INC Bradley J. Frost, Mayor

ATTEST:

Meadowbrook Properties, Limited Partnership

_____

City Recorder

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

AMERICAN FORK 18 53

Certification of Petition for Annexation

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation for the Harbor Road Annexation Plat E that was filed with my office on March 28, 2022, and accepted by the City Council on April 12, 2022. 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).

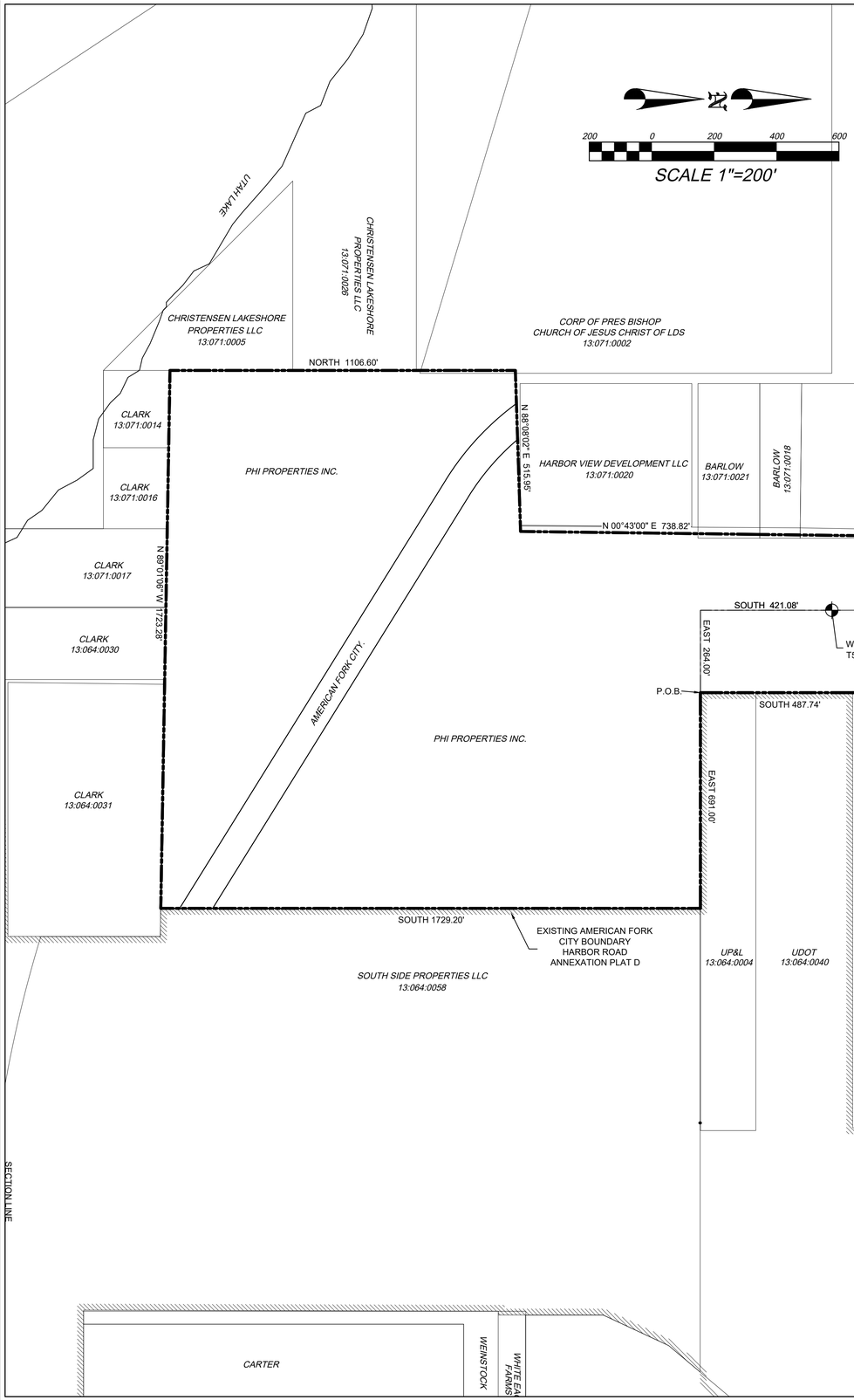
Dated this 11th day of May 2022.

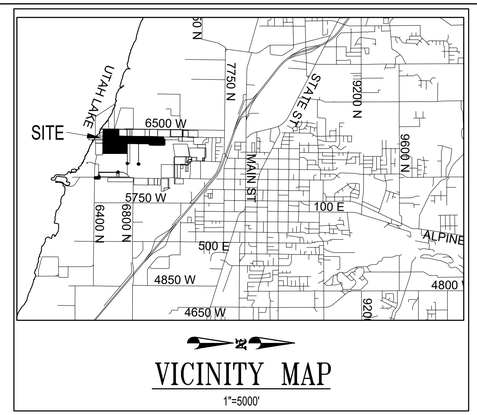
Terilyn Lurker

Terilyn Lurker, City Recorder

AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)





VICINITY MAP

1"=5000'

SURVEYOR'S CERTIFICATE

I, AARON THOMAS , DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 421.08 FEET AND EAST 264.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING TWO (2) COURSES: 1) EAST 691.00 FEET AND 2) SOUTH 1729.20 FEET; THENCE N 89°01'06" W 1723.28 FEET; THENCE NORTH 1106.60 FEET; THENCE N 88°08'02" E 515.95 FEET; THENCE N 00°43'00" E 738.82 FEET; THENCE N 00°43'00" E 2364.96 FEET; THENCE N 87°45'39" E 208.67 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 0.66 FEET, 2) N 87°09'40" E 296.08 FEET, 3) S 00°43'13" W 306.73 FEET, 4) S 89°20'00" E 5.19 FEET, 5) S 01°01'06" W 659.80 FEET, 6) N 89°48'53" W 4.49 FEET, AND 7) S 00°14'55" W 799.57 FEET; THENCE WEST 8.33 FEET; THENCE SOUTH 295.66 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS SOUTH 487.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90.27 ACRES OR 3,932,159 SF

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

SURVEYOR

DATE

ACCEPTANCE OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF AMERICAN FORK CITY, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE HARBOR ROAD ANNEXATION PLAT "E".

DATED THIS __ DAY OF _____, 20__.

MAYOR

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

COUNCIL MEMBER

ATTEST: _____
RECORDER

UTAH COUNTY SURVEYOR

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

SURVEYOR

DATE

FINAL LOCAL ENTITY PLAT

HARBOR ROAD ANNEXATION PLAT "E"

AMERICAN FORK CITY

LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 26, & THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE1 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, UTAH

SCALE: 1"=200'

SURVEYOR
AZTEC ENGINEERING
491 NORTH 450 WEST
OREM, UT 84057
(801) 224-7308

ENGINEER
berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801)-492-1277
cell (801) 616-1677

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

BOUNDARY DESCRIPTION

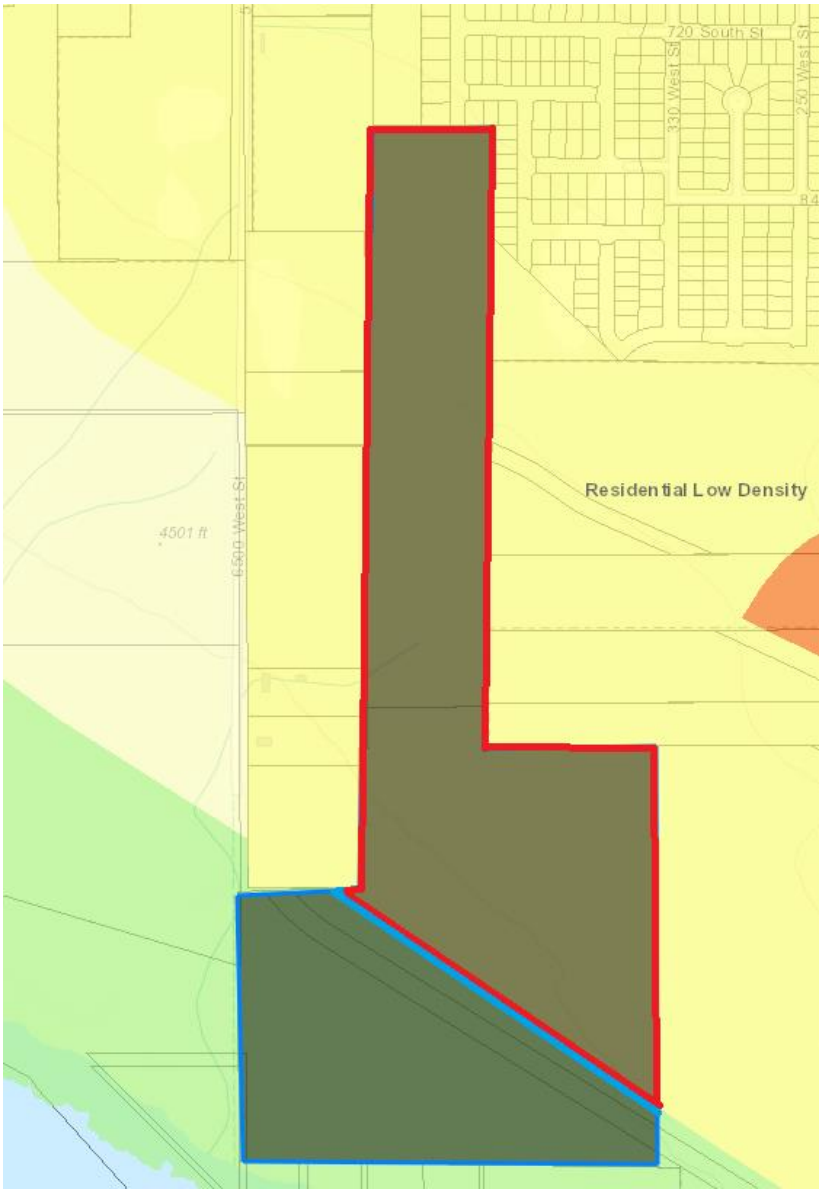
BEGINNING AT A POINT WHICH IS SOUTH 421.08 FEET AND EAST 264.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING TWO (2) COURSES: 1) EAST 691.00 FEET AND 2) SOUTH 1729.20 FEET; THENCE N 89°01'06" W 1723.28 FEET; THENCE NORTH 1106.60 FEET; THENCE N 88°08'02" E 515.95 FEET; THENCE N 00°43'00" E 738.82 FEET; THENCE N 00°43'00" E 2364.96 FEET; THENCE N 87°45'39" E 208.67 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 0.66 FEET, 2) N 87°09'40" E 296.08 FEET, 3) S 00°43'13" W 306.73 FEET, 4) S 89°20'00" E 5.19 FEET, 5) S 01°01'06" W 659.80 FEET, 6) N 89°48'53" W 4.49 FEET, AND 7) S 00°14'55" W 799.57 FEET; THENCE WEST 8.33 FEET; THENCE SOUTH 295.66 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS SOUTH 487.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 90.27 ACRES OR 3,932,159 SF

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)



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

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

CHRISTENSEN LAKESHORE PROPERTIES LLC 13:071:0005

CHRISTENSEN LAKESHORE PROPERTIES LLC 13:071:0026

CORP OF PRES BISHOP CHURCH OF JESUS CHRIST OF LDS 13:071:0002

NORTH 1106.60'

CLARK 13:071:0014

CLARK 13:071:0016

PROPOSED ALTERNATIVE TO REPLACE RIGHT-OF-WAY BEING VACATED AND DEEDED BACK TO PHI PROPERTIES

PHI PROPERTIES INC.

N 88°08'02" E 515.95'

HARBOR VIEW DEVELOPMENT LLC 13:071:0020

BARLOW 13:071:0021

BARLOW 13:071:0018

CHRISTENSEN 13:070:0010

CHRISTENSEN 13:070:0009

CHRISTENSEN 13:070:0002

CHRISTENSEN 13:070:0011

N 00°43'00" E 738.82'

N 00°43'00" E 2364.96'

CLARK 13:071:0017

N 89°01'06" W 1723.28'

LAKE SHORE DR

WEST 1/4 COR. SEC 26, T5S, R1E SLB&M

SOUTH 421.08'

LINEAR PARK

FUTURE VINEYARD CONNECTOR

1100 SOUTH

N 87°45'39" E 208.67'

CHRISTENSEN 13:070:0007

SOUTH 0.66'

N 00°06'31" W SECTION LINE BASIS OF BEARING

CLARK 13:064:0030

500 WEST

EAST 264.00'

P.O.B.

SOUTH 487.74'

SOUTH 295.66'

MEADOWBROOK PROPERTIES LIMITED PARTNERSHIP

N 87°09'40" E 296.08'

NW COR. SEC 26, T5S, R1E SLB&M

S 00°14'55" W 799.57'

S 01°01'06" W 659.80'

N 89°48'53" W 4.49'

S 89°20'0" E 5.19'

S 00°43'13" W 306.73'

WEST 8.33'

PHI PROPERTIES INC.

EXISTING AMERICAN FORK CITY BOUNDARY HARBOR ROAD ANNEXATION PLAT B

AMERICAN FORK CITY 13:071:0024

EXISTING AMERICAN FORK PARCEL 13:071:0024 TO BE VACATED

CLARK 13:064:0031

EAST 691.00'

SOUTH 1729.20'

WOODSIDE HOMES OF UTAH 13:065:0077

STONECREEK SUBDIVISION

STONECREEK SUBDIVISION

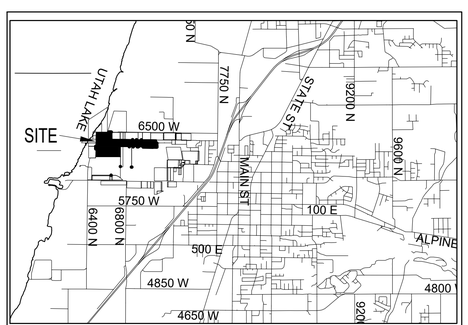
EXISTING AMERICAN FORK CITY BOUNDARY STONECREEK ANNEXATION

UP&L 13:064:0004

UDOT 13:064:0040

ABF 13:065:0033

SOUTH SIDE PROPERTIES LLC



VICINITY MAP

1"=5000'

150 0 150 300 450

SCALE 1"=150'

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

berg CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland UI, 84003
office (801)-492-1277
cell (801)-616-1677

HARBOR ROAD ANNEXATION PLAT "E"

EXHIBIT 5

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

QUIT CLAIM DEED

American Fork City, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTOR, hereby QUITCLAIMS to PHI Properties, Inc., and Meadowbrook Properties, Limited Partnership, GRANTEE, for the sum of $10.00, and other good and valuable considerations, the following described parcel of land in Utah County, to-wit:

PARCEL 13:071:0024
Commencing 1006.68 feet South 00°12'47" West and 543.36 feet West from the West ¼ corner of Section 26, T5S, R1E, SLB&M; thence Southeasterly along a 775.00 foot radius curve to the left 240.46 feet (chord South 49°14'42" East 239.49 feet); thence South 58°08'01" East 1555.14 feet; thence South 105.97 feet; thence North 58°08'01" West 1617.31 feet; thence northwesterly along an 875.00 foot radius curve to the right 334.22 feet (chord North 47°11'28" West 332.19 feet); thence North 88°08'02" East 115.15 feet to the point of beginning.
Contains 169,013 sf or 3.88 ac

WITNESS, the hand of said Grantors, this _____ day of _____, A.D. 20_____.

_____
Type or print **name** of grantor

_____
Type or print **address** of grantor

_____
Type or print **name** of grantor

_____
Type or print **address** of grantor

_____
Type or print **name** of grantor

_____
Type or print **address** of grantor

Signed in the presence of:

_____

_____

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

Type or print **name** of witness

STATE OF _____)
§
COUNTY OF)

On the date first above written personally appeared before me, _____, the signers of the within and foregoing instrument, who duly acknowledged to me that they executed the same.

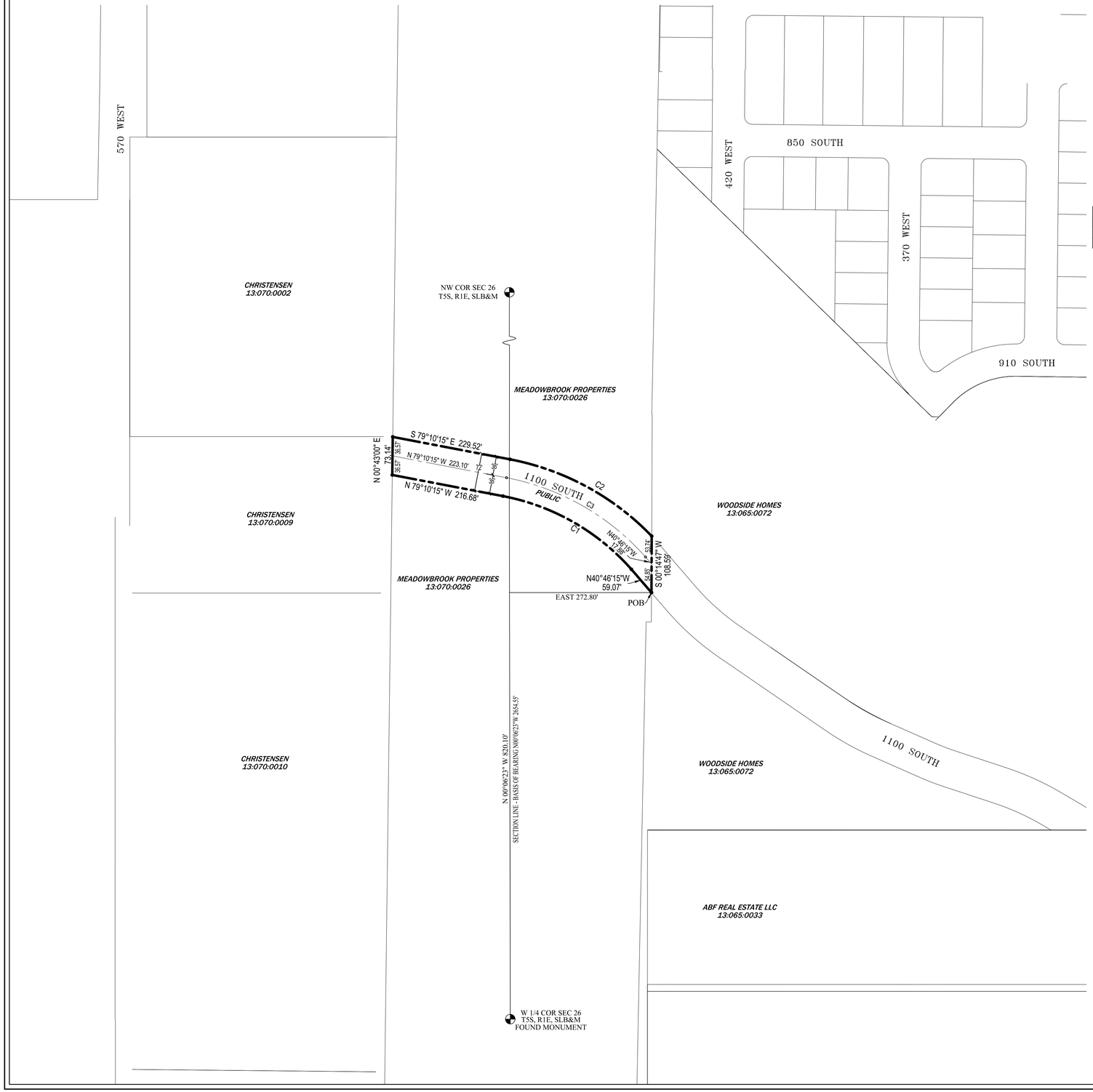
WITNESS my hand and official stamp the date in this certificate first above written:

_____
Notary Public

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

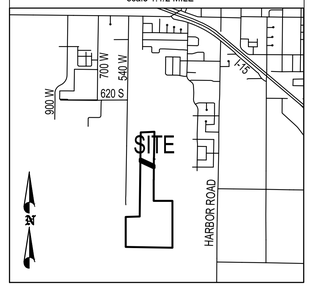
AMERICAN FORK 1100 SOUTH - ROAD DEDICATION PLAT No. 1

PORTIONS OF 1100 SOUTH (PUBLIC STREET)
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1/2 MILE

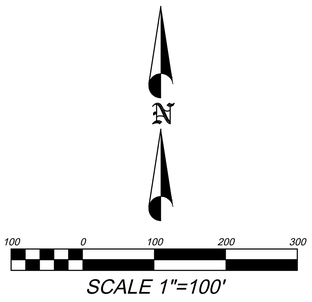


CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	439.00	289.19	37°44'39"	283.99	N60°17'56"W
C2	511.00	314.57	35°16'16"	309.63	S61°32'07"E
C3	475.00	313.12	37°46'10"	307.48	N60°17'10"W

WATER RIGHT NOTE

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



LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE

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 LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW) _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°06'23" WEST ALONG SECTION LINE 820.10 FEET AND EAST 272.80 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 40°46'15" WEST 59.07 FEET; THENCE ALONG THE ARC OF A 439.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 289.19 FEET (CURVE HAVING A CENTRAL ANGLE OF 37°44'39" AND A LONG CHORD BEARS N60°17'56" W 283.99 FEET); THENCE NORTH 79°10'15" WEST 216.68 FEET; THENCE NORTH 00°43'00" EAST 73.14 FEET; THENCE SOUTH 79°10'15" EAST 229.52 FEET; THENCE ALONG THE ARC OF A 511.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 314.57 FEET (CURVE HAVING A CENTRAL ANGLE OF 35°16'16" AND A LONG CHORD BEARS S61°32'07" E 309.63 FEET); THENCE SOUTH 00°14'47" WEST 108.59 FEET TO THE POINT OF BEGINNING.

AREA = 39,902 SF OR 0.92 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 DO NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF UTAH) S.S.

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

_____

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

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 _____

AMERICAN FORK 1100 SOUTH - ROAD DEDICATION PLAT No. 1

PORTIONS OF 1100 SOUTH PUBLIC STREET
LOCATED IN THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

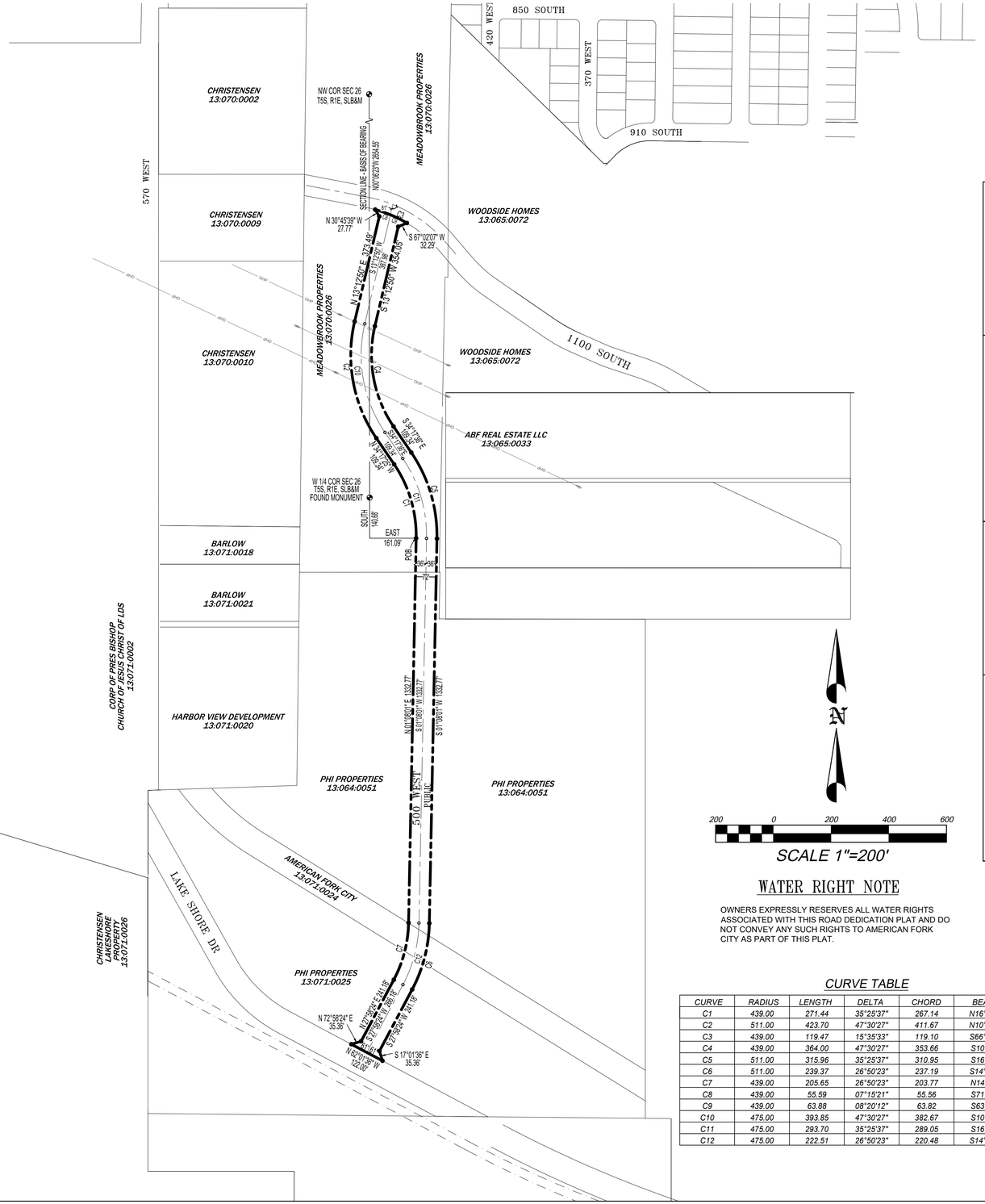
berg CIVIL ENGINEERING
1018 N DEER CREST LANE
ALPINE UT. 84004
office (801) 492-1277
cell (801) 616-1677

12/16/2024

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

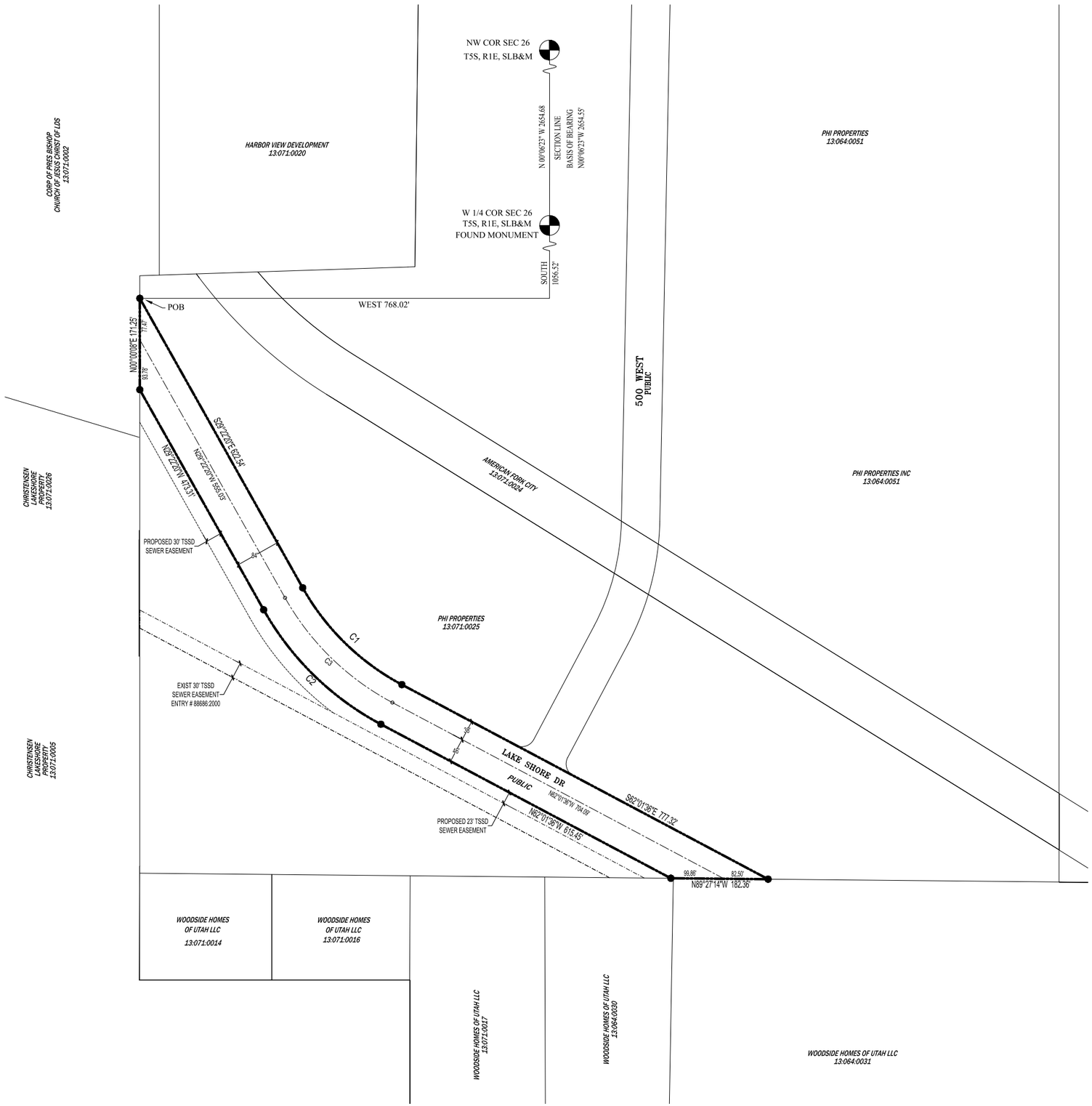
AMERICAN FORK 500 WEST - ROAD DEDICATION PLAT No. 1

PORTIONS OF 500 WEST (PUBLIC STREET)
LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 26 AND THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

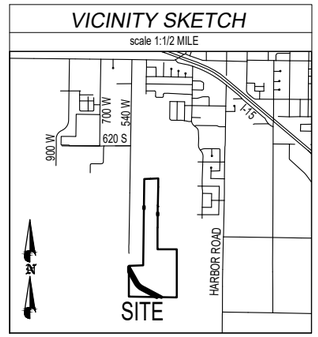

850 SOUTH
420 WEST
370 WEST
910 SOUTH
1100 SOUTH
570 WEST
500 W 2 ST
CHRISTENSEN
13:070:0002
CHRISTENSEN
13:070:0009
CHRISTENSEN
13:070:0010
MEADOWBROOK PROPERTIES
13:070:0026
WOODSIDE HOMES
13:065:0072
ABF REAL ESTATE LLC
13:065:0033
BARLOW
13:071:0018
BARLOW
13:071:0021
CORP OF PRES BISHOP
CHURCH OF JESUS CHRIST OF LDS
13:071:0002
HARBOR VIEW DEVELOPMENT
13:071:0020
PHI PROPERTIES
13:064:0051
PHI PROPERTIES
13:064:0051
AMERICAN FORK CITY
13:071:0024
CHRISTENSEN
LAKESIDE
PROPERTY
13:071:0026
PHI PROPERTIES
13:071:0025
LAKE SHORE DR
NW COR SEC 26
T5S, R1E, SLB&M
W 1/4 COR SEC 26
T5S, R1E, SLB&M
FOUND MONUMENT
SECTION LINE - BASIS OF BEARING
N00°06'23"W 2654.55
N 30°45'39" W
27.77
S 67°02'07" W
32.29
N 13°12'50" E 373.49'
S 13°12'50" W 354.05'
S 34°17'36" E 109.34'
N 34°17'36" W 109.34'
S 34°17'36" E 109.34'
N 72°58'24" E
35.36'
N 72°58'24" E 241.16'
S 27°58'24" W 241.16'
S 17°01'36" E
35.36'
N 62°01'36" W
122.00'
N 17°01'36" W 332.77'
S 17°01'36" E 332.77'
N 00°06'23" E 1332.77'
S 01°08'01" W 1332.77'
SOUTH
140.68'
EAST
161.09'
POB
C1
C2
C3
C4
C5
C6
C7
C8
C9
C10
C11
C12
C13
C14
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C31
C32
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C38
C39
C40

AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No. 1

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 , SOUTHEAST QUARTER OF SECTION 27
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

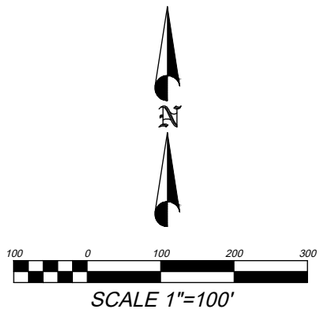


VICINITY SKETCH



WATER RIGHT NOTE

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



SCALE 1"=100'

LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	462.00	263.31	32°39'17"	259.76	S45°41'58"E
C2	546.00	311.18	32°39'17"	306.99	N45°41'58"W
C3	500.00	284.97	32°39'17"	281.13	S45°41'58"E

SURVEYOR'S CERTIFICATE

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

_____ DATE

_____ (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 1056.52 FEET AND WEST 768.02 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 29°22'20" EAST 622.54 FEET; THENCE ALONG THE ARC OF A 462.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 263.31 FEET (CURVE HAVING A CENTRAL ANG OF 32°39'17" AND A LONG CHORD BEARS S45°41'58"E 259.76 FEET); THENCE SOUTH 62°01'3 EAST 777.32 FEET; THENCE NORTH 89°27'14" WEST 182.36 FEET; THENCE NORTH 62°01'36" WEST 615.45 FEET; THENCE ALONG THE ARC OF A 546.00 FOOT RADIUS CURVE TO THE RI A DISTANCE OF 311.18 FEET (CURVE HAVING A CENTRAL ANGLE OF 32°39'17" AND A LONG CHORD BEARS N45°41'58"W 306.99 FEET); THENCE NORTH 29°22'20" WEST 473.31 FEET; THENCE NORTH 00°00'08" EAST 171.25 FEET TO THE POINT OF BEGINNING.

CONTAINS: 128,651 SF OR 2.95 ACRES

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDE 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 DO NOT CONVEY AN SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

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

_____

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

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 HEF 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

AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No.

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26 , SOUTHEAST QUARTER OF SECTION 2
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

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

12/16/2024

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

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

WARRANTY DEED
(Linear Park)

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

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

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

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2025 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this _____, 2025

Authorized Signature

Wayne Patterson, General Partner
Print Name / Title

Authorized Signature

Print Name / Title

State of Utah)
>
County of Utah)

On _____, 2025 personally appeared before me (print name of executor(s) below), Wayne Patterson, General Partner of Meadowbrook Properties Limited Partnership, the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Notary Public Signature

Print Name of Notary

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

IOP
T OF LDS

MENT LLC

BARLOW
13:071:0021

BARLOW
13:071:0018

CHRISTENSEN
13:070:0010

CHRISTENSEN
13:070:0009

CHRISTENSEN
13:070:0002

CHRISTENSEN
13:070:0011

N 89°52'26" E
SECTION LINE

' E 738.82'

274'

N 00°43'00" E 2364.96'

WEST 1/4 COR. SEC 26,
T5S, R1E SLB&M

550'

LINEAR PARK

FUTURE VINEYARD CONNECTOR

1100 SOUTH

N 87°45'39" E
208.67'

CHRISTENSEN
13:070:0007

SOUTH 0.66'

SOUTH 421.08'

N 00°06'31" W SECTION LINE
BASIS OF BEARING

NW COR. SEC 26,
T5S, R1E SLB&M

EAST 264.00'

MEADOWBROOK PROPERTIES
LIMITED PARTNERSHIP

N 87°09'40" E
2968.08'

P.O.B.

SOUTH 487.74'

SOUTH 295.66'

S 00°14'55" W 799.57'

N 89°48'53" W 4.49'

S 01°01'06" W 659.80'

S 89°20'0" E 5.19'

S 00°43'13" W
306.73'

WEST
8.33'

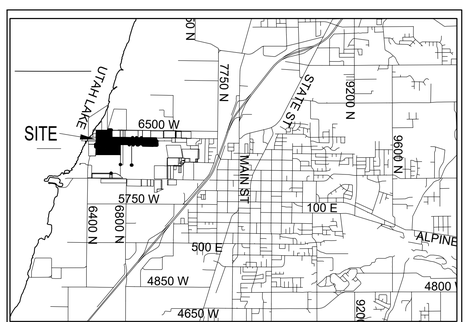
EXISTING AMERICAN FORK
CITY BOUNDARY
HARBOR ROAD
ANNEXATION PLAT B

EAST 691.0

WOODSIDE HOMES OF UTAH

STONECREEK SUBDIVISION

STONECREEK SUBDIVISION



VICINITY MAP
1"=5000'

N

100 0 100 200 300

SCALE 1"=100'

SURVEYOR

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ENGINEER

berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

HARBOR ROAD ANNEXATION PLAT "E"

EXHIBIT 8

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

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 PHI Properties INC. ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:064:0051 and 13:071:0025 ("**Property**"), which are located outside of the City's current municipal boundaries; and

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

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

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

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on November 12, 2024. 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. Conveyance of Water Rights/Shares. 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 ("Water Conveyance"). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance 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

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

portion of the Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance 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 Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance 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.

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

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

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

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]

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

PHI Properties INC

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

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

WATER DELAY AGREEMENT FOR ANNEXATION

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

RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:070:0028 ("**Property**"), which are located outside of the City's current municipal boundaries; and

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

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

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

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

AGREEMENT

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

2. Conveyance of Water Rights/Shares. 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 ("Water Conveyance"). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance consists of any water shares, the Conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance 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 Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance 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.

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

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.

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

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]

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

Meadowbrook Properties Limited Partnership

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

Attachment: 8. Ordinance of Annexation 03.25.25 (Harbor Road Plat E Annexation)

REQUEST FOR COUNCIL ACTION
CITY OF AMERICAN FORK
MARCH 25, 2025

Department Recorder **Director Approval** *Terilyn Lurker*

AGENDA ITEM Review and action on an ordinance approving the Julie Clark Annexation, consisting of 22.90 acres at approximately 400 West 1400 South, including the ordinance of annexation, annexation agreement, road dedication plat, and placement of the property in the Shoreline Protection zone.

SUMMARY RECOMMENDATION
Planning Commission recommended approval

BACKGROUND
The applicant has applied for annexation within American Fork City. The project area looks to have the SP zoning designation assigned to the land, which would be for Shoreline Protection projects. The Shoreline Protection Zone would only incorporate land uses that are associated with natural areas, public and private open space areas, golf courses, camping and similar open recreation areas, grazing of livestock, and the production of crops in the field and similar agricultural activities.

These properties to be annexed have been in the entitlement process for a couple of years with conjunction of the Harbor Road Annexation. One of the difficulties presented was the establishment of Lake Shore Boulevard and its location. Lake Shore Boulevard will go through the eastern properties of the Julie Clark Annexation and southern properties of the Harbor Road Annexation. Staff is comfortable with what the applicant has presented with the roadway dedications.

Also, the applicant provided a 14’ wide shared use path within the cross sections of Lake Shore Boulevard. The inclusion of the 14’ wide trail is to incorporate the future Mountainland Association of Governments (MAG) Shoreline Trail that is presented on the City’s Bike and Pedestrian Master Plan.

Approval of this action item will allow the city recorder to finish the annexation process.

BUDGET IMPACT
N/A

SUGGESTED MOTION
Move to adopt the ordinance approving the Julie Clark Annexation, consisting of 22.90 acres at

approximately 400 West 1400 South, including the ordinance of annexation, annexation agreement, road dedication plat(s), and placement of the property in the Shoreline Protection zone, and authorize the city to sign necessary documents, subject to approval and recording of the real estate exchange agreement with NBFF Property LLC, Harbor View Development LLC, Rammell Prospective LLC, Russgan LLC, NPF Investments LLC and Walking the Wire LLC. for Lake Shore Drive, and approval and recording of the Harbor Road Plat E Annexation.

SUPPORTING DOCUMENTS

8. Ordinance of Annexation - Julie Clark Annexation (PDF)

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

ORDINANCE NO. _____

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE JULIE CLARK ANNEXATION, CONSISTING OF 22.90 ACRES AT APPROXIMATELY 400 WEST 1400 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on June 28, 2022, by Julie A. Clark., requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on July 12, 2022, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on August 9, 2022; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on May 28, 2024, pursuant to Utah Code Ann §10-2-407(7).

NOW, THEREORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the Julie Clark Annexation consisting of 22.90 acres at approximately 400 West 1400 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment “A”.

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Shoreline Protection zone and subject to the terms and conditions of the Julie Clark Annexation Agreement as provided in Attachment ‘B’.

SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 25th day of March, 2025.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

ATTACHMENT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 2133.92 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING FIVE (5) COURSES: 1) S 89°01'06" E 955.13 FEET, 2) S 89°27'14" E 90.14 FEET, 3) SOUTH 488.99 FEET, 4) S 88°53'00" W 822.11 FEET, AND 5) S 00°02'42" E 562.49 FEET; THENCE N 70°55'22" W 246.16 FEET; THENCE N 60°09'20" W 290.67 FEET; THENCE N 00°00'01" E 659.45 FEET; THENCE WEST 506.88 FEET; THENCE NORTH 213.33 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING COURSE: 1) S 89°01'06" E 768.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 22.90 ACRES OR 997,458 SF

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

ANNEXATION AGREEMENT
(Julie Clark Annexation)

This 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") and Woodside Homes of Utah Limited Partnership, a Utah limited partnership (hereafter collectively referred to as "Applicant"), is based on the following:

RECITALS

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

WHEREAS, the annexation will create an unincorporated island;

WHEREAS, Utah County approved a Resolution on May 25, 2022 agreeing to the annexation and the creation of the unincorporated island;

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

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2022-04-07 R, accepting the Petition for Annexation;

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

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

TERMS AND CONDITIONS

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

SECTION 1 - Applicability of Agreement: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

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

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

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Shoreline Protection. Therefore, the zone classification attached to the parcels shall be Shoreline Protection, for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed: The City's Transportation Element of the General Plan (the "Transportation Master Plan") provides for the development of a Major Collector, Lake Shore Drive, which traverses the Annexation Area. As a condition of annexation, Applicant hereby agrees to convey to the City the rights-of-way ("ROWs") necessary for the Major Collector alignment in the location shown on the dedication maps prepared by the Applicant and approved by the City (Attachments 4).

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

Applicant shall have no obligation to construct any improvements to the ROWs unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). At the time of any improvement or development, it shall be the Applicant’s responsibility to bring any existing roadways currently constructed within or adjacent to the Annexation Area into compliance with Section 15.01.1250 (General Description) and shall meet the structural pavement number requirements as set forth in said section.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. A Water Delay Agreement is hereby entered into by the parties and is

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

incorporated into this Agreement as Attachment 5.

City and Applicant agree that City will not acquire claim of title to any water rights appurtenant to the roadway dedication shown on the Roadway Dedication Plats (Attachment 5) and that the City does not intend to file a Report of Conveyance with the Division of Water Rights to assert ownership of appurtenant water rights for areas contained within the roadway dedication associated with the Roadway Dedication Plats attached hereto.

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

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

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

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

a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.

b. If to Applicant, to Woodside Homes of Utah, LLC, 460 West 50 North, Suite 300, Salt Lake City, UT 84101 Attn: Woodside Group, LLC, 460 West 50 North, Suite 205, Salt Lake City, UT 84101, Attn: Legal Department, and Ross Welch, 11038 North Highland Boulevard #100, Highland, UT 84003.

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

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

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

_____	_____
Woodside Homes of Utah Limited Partnership	Bradley J. Frost, Mayor

ATTEST:

_____
City Recorder

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

Exhibit "A"

Petition for Annexation

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

Name of Annexation: Julie A Clark Annexation

Approximate Location: _____

Name: Julie A Clark Address: 4105 N Timpview Dr Provo, UT 84604

Phone Number: 801-830-0443 Email: missjulie7971@gmail.com

Signature: Julie A. Clark Tax ID #: 13:064:0031,13:064:0030,13:071:0017 13:071:0016,13:071:015,13:071:0014

Name: Julie A Clark Address: 4105 N Timpview Dr Provo, UT 84604

Phone Number: 801-830-0443 Email: missjulie.7971@gmail.com

Signature: Julie A. Clark Tax ID #: 13:064:0032,13:065:0031,13:065:0030 13:075:0024

Name: _____ Address: _____

Phone Number: _____ Email: _____

Signature: _____ Tax ID #: _____

NOTICE:

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

(Attached additional sheets if needed)

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

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

CERTIFICATE OF AUTHORITY
TRUST

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

Dated this 19 day of April, 2021.

Julie A. Clark, Trustee
(Trustee's Signature)

Julie A. Clark
(Print Trustee's Signature)

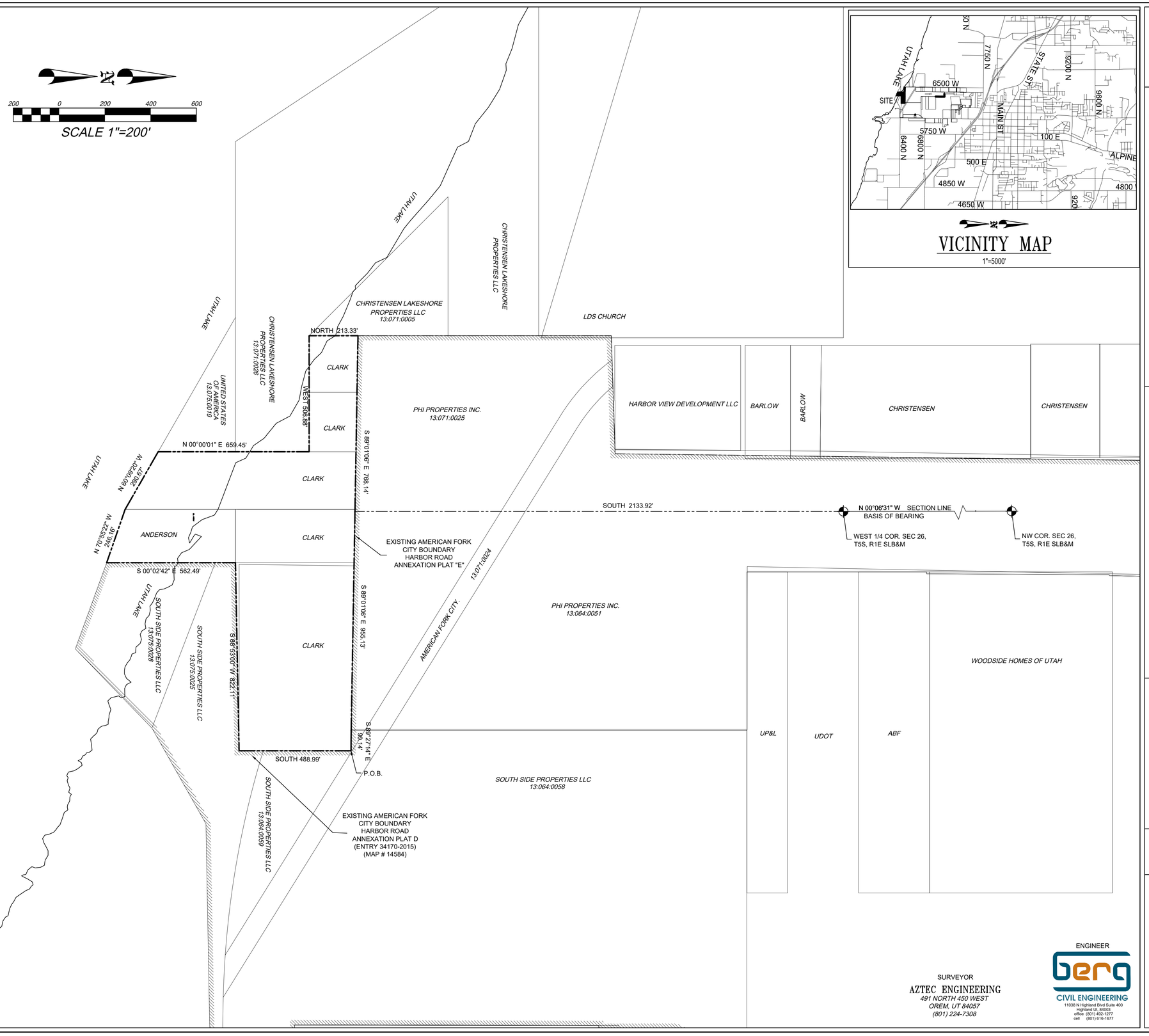
Bill J. Anderson
(Print Name of Trust)

NOTICE:

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

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)



SURVEYOR'S CERTIFICATE

I, AARON THOMAS , DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS SOUTH 2133.92 FEET FROM THE WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING FIVE (5) COURSES: 1) S 89°01'06" E 955.13 FEET, 2) S 89°27'14" E 90.14 FEET, 3) SOUTH 488.99 FEET, 4) S 88°53'00" W 822.11 FEET, AND 5) S 00°02'42" E 562.49 FEET; THENCE N 70°55'22" W 246.16 FEET; THENCE N 60°09'20" W 290.67 FEET; THENCE N 00°00'01" E 659.45 FEET; THENCE WEST 506.88 FEET; THENCE NORTH 213.33 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING COURSE: 1) S 89°01'06" E 768.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 22.90 ACRES OR 997,458 SF

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

SURVEYOR

DATE

ACCEPTANCE OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK CITY, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER, AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY; ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-418 UTAH CODE ANNOTATED, AS AMENDED, AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS A PART OF AMERICAN FORK CITY, TO BE KNOWN HEREAFTER AS THE HARBOR ROAD ANNEXATION PLAT "E".

DATED THIS __ DAY OF _____, 20__.

ATTEST: _____
RECORDER

UTAH COUNTY SURVEYOR

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

SURVEYOR

DATE

FINAL LOCAL ENTITY PLAT

JULIE CLARK ANNEXATION

AMERICAN FORK CITY

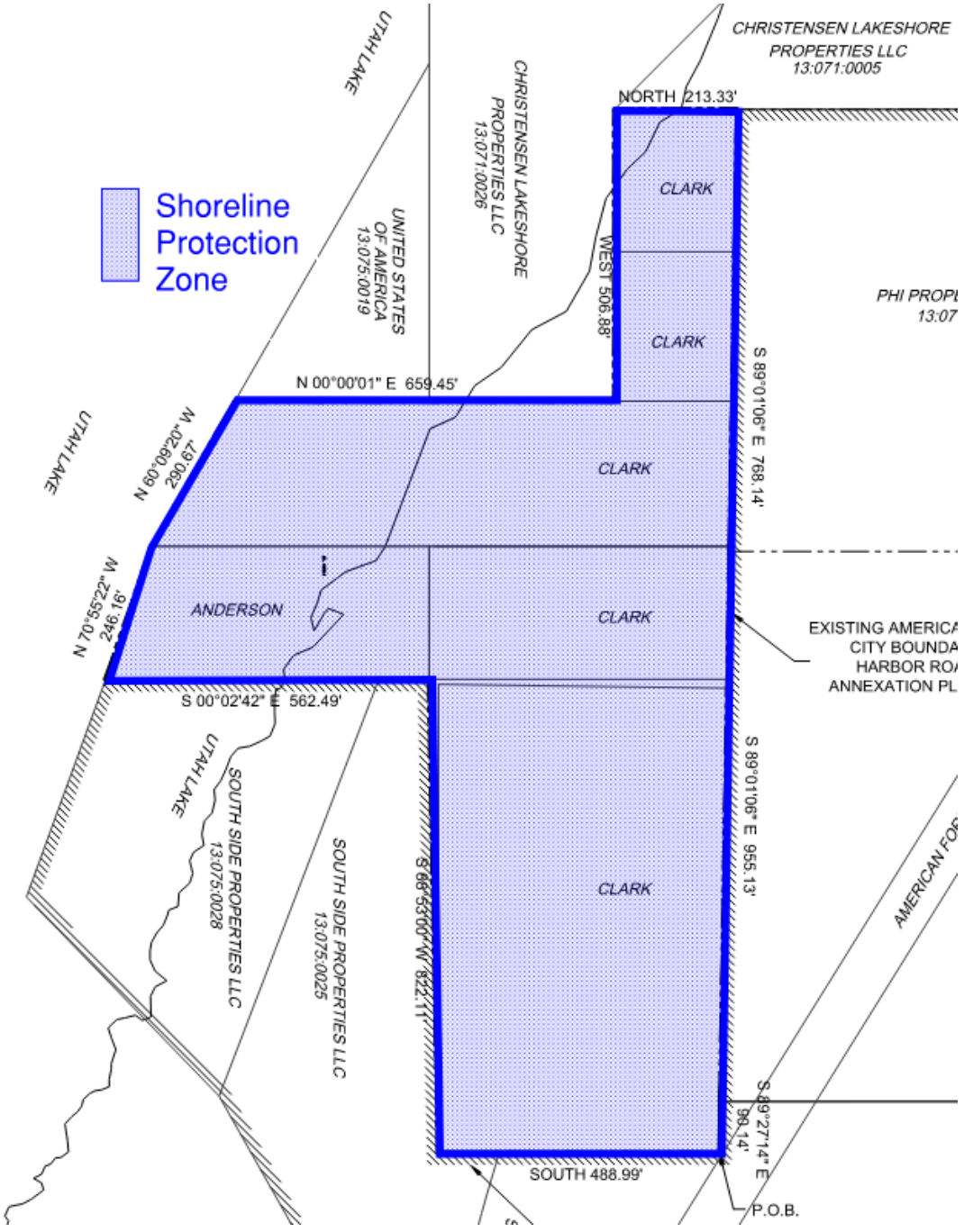
LOCATED IN SOUTHWEST QUARTER OF SECTION 26, SOUTHEAST QUARTER OF SECTION 27, NORTHEAST QUARTER OF SECTION 34, & NORTHWEST QUARTER OF SECTION 35 TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. UTAH COUNTY, UTAH

SCALE: 1"=200'

SURVEYOR
AZTEC ENGINEERING
491 NORTH 450 WEST
OREM, UT 84057
(801) 224-7308

ENGINEER
berg
CIVIL ENGINEERING
11038 N Highland Blvd Suite 400
Highland Ut, 84003
office (801) 492-1277
cell (801) 616-1677

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

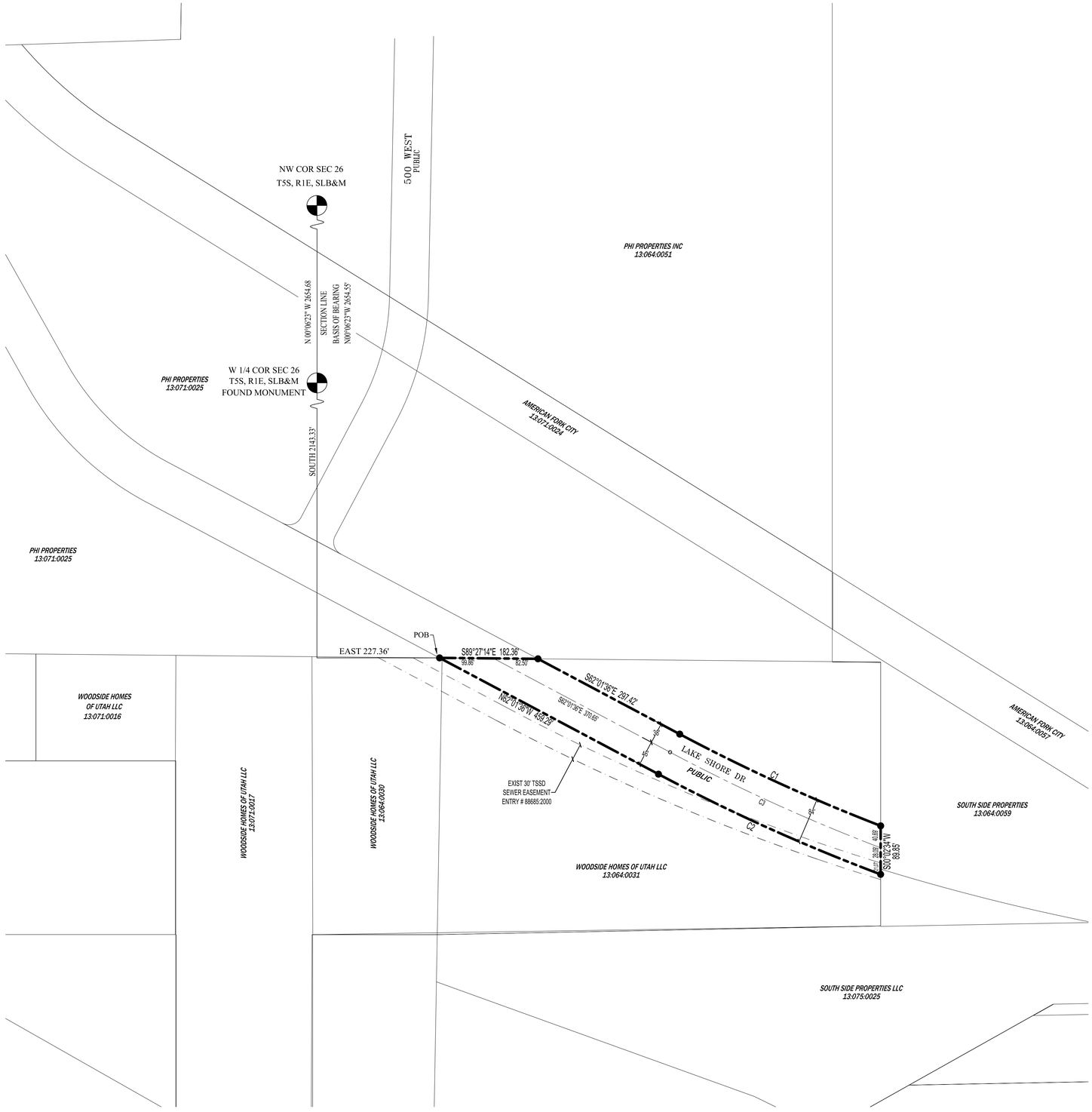


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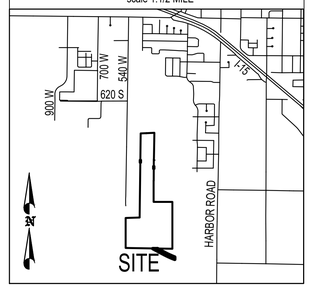
AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No. 2

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH



VICINITY SKETCH

scale 1:1/2 MILE

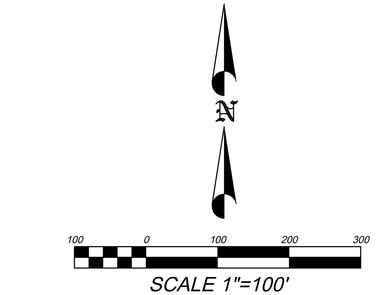


WATER RIGHT NOTE

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

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	3416.00	409.58	06°52'11"	409.33	S65°27'42"E
C2	3500.00	451.94	07°23'54"	451.62	N65°53'33"W
C3	3454.00	428.75	07°06'44"	428.48	S65°34'58"E



LEGEND

- SECTION CORNER
- PROPERTY CORNER
- SUBDIVISION MONUMENT
- BOUNDARY LINE
- CENTER LINE
- EASEMENT LINE

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 LOTS, STREETS AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING RIGHT-OF-WAY AND EASEMENT GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS DEFINED IN SECTION 54-8a-2, UTAH CODE ANNOTATED, 1953 AS AMENDED, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

DATE _____ (SEE SEAL BELOW) _____

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED SOUTH 2143.33 FEET AND EAST 227.36 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE SOUTH 89°27'14" EAST 182.36 FEET; THENCE SOUTH 62°01'36" EAST 297.42 FEET; THENCE ALONG THE ARC OF A 3416.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 409.58 FEET (CURVE HAVING A CENTRAL ANGLE OF 06°52'11" AND A LONG CHORD BEARS S65°27'42"E 409.33 FEET); THENCE SOUTH 00°02'34" WEST 89.85 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 3500.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 451.94 FEET (CURVE HAVING A CENTRAL ANGLE OF 07°23'54" AND A LONG CHORD BEARS N65°43'33"W 451.62 FEET); THENCE NORTH 62°01'36" WEST 459.29 FEET TO THE POINT OF BEGINNING.

CONTAINS: 67,966 SF OR 1.56 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 DO NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.

IN WITNESS HEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____

DAY OF _____, A.D. _____

_____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH } S.S.

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

_____

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

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 _____ ATTEST _____

CITY ENGINEER _____ CLERK-RECORDER _____

PLANNING COMMISSION APPROVAL

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

PLANNER _____ CHAIRMAN, PLANNING COMMISSION _____

AMERICAN FORK LAKE SHORE DR - ROAD DEDICATION PLAT No. 2

PORTIONS OF LAKE SHORE DR (PUBLIC STREET)
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 26
TOWNSHIP 5 SOUTH, RANGE 1 EAST,
SALT LAKE BASE AND MERIDIAN.
AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

AZTEC engineering inc.
732 N. 780 W.
AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

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

12/16/2024

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

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. 13:064:0031, 13:064:0030, 13:071:0017, 13:075:0024, 13:071:0016, & 13:071:0014 ("**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. Conveyance of Water Rights/Shares. 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 ("Water Conveyance"). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance 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 Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance 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 Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance 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.

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

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.

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

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.

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)

NOTARY PUBLIC

[OWNER]

Woodside Homes of Utah Limited Partnership

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

Attachment: 8. Ordinance of Annexation - Julie Clark Annexation (Julie Clark - Annexation Agreement and Ordinance of Annexation)