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# AMERICAN FORK CITY PLANNING COMMISSION AGENDA

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**Regular Session**  
**March 18, 2026**  
**Wednesday 6:30 PM**

**American Fork City Hall**  
**31 North Church Street**  
**American Fork City, UT 84003**

<https://www.americanfork.gov/AgendaCenter>

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## **Planning Commission Members**

<b>Christine Anderson, Chair</b>	<b>David Bird</b>
<b>Chris Christiansen, Vice Chair</b>	<b>Harold Dudley</b>
<b>Geoff Dupaix</b>	<b>Claire Oldham</b>
<b>Rod Martin</b>	

Notice is hereby given that the American Fork City Planning Commission will meet in regular session on March 18, 2026, at the American Fork City Hall, 31 North Church Street commencing at 6:30 PM. The agenda shall be as follows:

**1. Regular Session**

- a. Pledge of Allegiance
- b. Roll Call

**2. Public Comments**

- a. Up to a 20-minute public comment period to receive public comments. Each speaker is limited to two minutes.

**3. Common Consent Agenda** (Common Consent is that class of Commission action that requires no further discussion or which is routine in nature. All items on the Common Consent Agenda are adopted by a single motion unless removed from the Common Consent Agenda).

- a. Approval of the February 18, 2026, Planning Commission minutes

**4. Public Hearings** (Public Hearings is that class of Commission action that requires further discussion on General Plan changes, Zone changes, and Code Text Amendments that alter the land use characteristics of American Fork City. Public Hearing items will have the chance for the public to speak upon.)

- a. Public hearing, review and recommendation on a proposed zone for an annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. Consisting of approximately 24 acres, the property is proposed to be annexed into American Fork City and is proposed to receive the PR-3.0 zoning designation.

**5. Other Business**

- a. Upcoming Projects

**6. Adjournment**

Dated this 12<sup>th</sup> March 2026

Patrick O'Brien

Development Services Director

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

UNAPPROVED MINUTES

2.18.2026

**AMERICAN FORK CITY**  
**PLANNING COMMISSION REGULAR SESSION**

**February 18, 2026**

The American Fork City Planning Commission met in a regular session on February 18th, 2026 at the American Fork City Hall, 31 North Church Street, commencing at 6:30 p.m.

Commissioners Present: Christine Anderson, Claire Oldham, David Bird, Chris Christiansen, Harold Dudley, Rod Martin, Geoff Dupaix

Commissioners Absent: Chris Christiansen

Staff Present:

Cody Opperman	Planner II
Annalisa Reed	Planner I
Kelvin Smith	Assistant City Engineer
Carolyn Lloyd	Administrative Assistant

**Others Present:**

Valerie Searle  
Patrick Ledkins  
Elizabeth Phelon  
Carla Nielsen  
James Olson  
Kip Bromley

**REGULAR SESSION**

**Christine Anderson led the “Pledge of Allegiance”**

**Roll Call**

**Public Comments: (20-minute public comment period. Limit of two minutes per speaker)**

**Geoff arrived at 6:33**

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## **Open Comments:**

Elizabeth Phelon with ESP Excavation spoke regarding the amount of industrial land within the City. It was noted that American Fork contains approximately 7,142 total acres, of which 73.9 acres are designated as industrial. This represents approximately 1.036% of the City's total acreage.

The speaker expressed concern that the limited amount of industrial land is already minimal and that any further reduction could negatively impact local businesses and City-related projects. The commenter shared a recent example of supplying materials to contractors working on American Fork projects, emphasizing the importance of maintaining industrial areas to support local economic activity and municipal needs.

The overall concern centered on preserving industrial zoning due to its relatively small footprint within the City and its role in supporting businesses and families in the community.

## **Closed Comments**

## **COMMON CONSENT AGENDA**

### **1. Minutes of the February 4th, 2026 Planning Commission Regular Session.**

**Geoff Dupaix motioned to approve the Common Consent agenda.**

**David Bird seconded the motion.**

### **Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

**PUBLIC HEARING**

- a. Public hearing, review, and recommendation on an application for a Land Use Map Amendment, known as Jasper Lot Land Use Map Amendment, located at 570 E Main Street, American Fork City. The Land Use Map Amendment is for 0.26 acres in the Residential High Density Land Use Designation and is proposed to change to the General Commercial Land Use Designation.**

Cody Opperman presented a request for a Land Use Map Amendment and associated future zone change for the subject property located on the south side of Main Street. The property is currently designated as Residential – High Density on the General Plan and is zoned R-2-7500 (Residential). The applicant is requesting an amendment to change the land use designation from Residential – High Density to General Commercial/Design Commercial to allow for potential commercial operations. Specifically, the applicant has indicated plans to operate a plumbing business on the property if the zone change is approved.

Cody explained that the proposed amendment complies with the procedural requirements outlined in Section 17.11 of the City Code regarding land use amendments. An aerial map and vicinity map were presented, identifying the subject property and surrounding uses. Cody also referenced the applicant’s compatibility statement addressing how the proposed commercial designation would integrate with neighboring properties. Cody concluded the presentation and opened the item for questions from the Commission.

Christine Anderson indicated that the property to the east is also operating as commercial.

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Tony Train addressed the Commission and explained the intent of the request. It was noted that the surrounding area appears to be transitioning toward commercial uses, and the proposed amendment is consistent with that trend. He stated that the applicant currently operates a small plumbing business in Lindon and is seeking a location to accommodate specific operational needs. The subject property was identified as a suitable location for those purposes.

### **Public Hearing Open**

### **Public Hearing Closed**

David Bird asked for clarification regarding the surrounding zoning of the subject property, specifically whether it is entirely surrounded by residential zoning.

Cody Opperman clarified that while portions of the property are adjacent to residential zoning (R-2-7500), there is also General Commercial (GC) zoning located nearby. The property is therefore not exclusively surrounded by residential zoning.

Claire Oldham expressed concern regarding the potential impact of the proposed zone change on adjacent residential properties, particularly those located on the same side of the street with the same residential designation. Claire asked how the change might affect neighboring residents and whether the impact could be significant. She also inquired about the current condition of the property and whether it is presently vacant.

Cody Opperman indicated that the property currently contains an existing single-family residence. The applicant is proposing to convert the residence into a commercial use for a plumbing business. Cody explained that approval of the Land Use Map Amendment and zone change would not automatically permit the commercial operation. If approved, the applicant

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would also be required to submit and receive approval for a commercial site plan. At that time, the property would need to be brought into compliance with all applicable General Commercial (GC-1) zoning and development standards. The applicant does not currently intend to construct significant new development on the site and plans to utilize the existing structures. While future additions may be considered, the current proposal involves primarily adapting the existing improvements.

Tony Train explained that the existing home is well-suited to function as office space, containing a few simple office areas. The property also includes an existing shop structure at the rear of the lot, which would be utilized to support the plumbing business operations. He stated that no additional improvements are proposed at this time and that the intent is to use the existing structures on site. The properties to the west are designated for commercial use under the General Plan, and the property to the east is already operating in a commercial capacity to some extent. Based on the surrounding uses, the proposal is consistent with the area's development pattern, and that anticipated impacts to neighboring properties would be minimal.

David Bird asked whether the garage and rear sheds would primarily be used for storage.

Tony Train confirmed that limited storage would occur in both the attached garage and the existing rear shop structure.

David Bird noted that, if the property is rezoned to commercial, storage and related site elements would need to comply with commercial standards.

Tony Train acknowledged that any necessary adjustments would be made as part of the process.

Christine Anderson asked what the current side setback requirements for GC-1 zoned properties adjacent to residential areas in the event of redevelopment or new construction.

Cody Opperman indicated that Section 17.4.402 of the GC-1 zone allows the land use authority, such as the Planning Commission, to set side setbacks for properties abutting residential zones. While the minimum setback can be as close as the property line (outside of easements), the authority may designate a specific setback of up to 30 feet based on recommendations or preferences.

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Christine Anderson asked what the current front and side setback for R2-7500 properties were.

Cody Opperman answered that for R2-7500 residential lots, the combined side setback is 18 feet, with a minimum of 8 feet on one side and 10 feet on the other.

**Geoff Dupaix motioned to recommend approval for the proposed Land Use Map Amendment, located at 570 E Main, American Fork City, from the Residential High Density Land Use Designation to the General Commercial Land Use Designation.**

**Rod Martin seconded the motion.**

**Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

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- b. Public hearing, review, and recommendation for the proposed amendment and adoption of Design Standards and Public Improvement Specifications applicable to development within American Fork City. The proposed Design Standards and Public Improvement Specifications establish engineering, infrastructure, and public improvement requirements for development activity within the City. The proposal includes removing existing engineering standards from the Municipal Code and adopting the new Design Standards and Public Improvement Specifications by reference. The proposed standards are intended to align City requirements with applicable Utah APWA Standard Specifications and Plans while establishing uniform City-specific design criteria. The Planning Commission will receive public comment and make a recommendation to the City Council.**

Kelvin Smith explained that the goal is to create a unified engineering standards document for all city development projects. This consolidates multiple sections of code, incorporates an addendum to APWA standard specifications, references key national and state standards, and includes updated standard plans and engineering guidelines, such as intersection design, sight distance, and spacing requirements.

Christine Anderson asked if this is primarily a restructuring of existing design standards from the code or are there any substantive changes we need to be aware of.

Kelvin Smith confirmed that the update is primarily a restructuring of existing standards, moving them from the code into a centralized standards document. The process ensures that all previous code requirements are addressed, either through the APWA standard specifications or additions in the new document.

Geoff Dupaix noted that the Highway Frontage Overlay Zone, including park strips and frontage roads, currently does not have a clear application in the city, as there are no locations with an arterial road directly adjacent to another frontage road.

Kelvin Smith indicated that the standards for the Highway Frontage Overlay Zone are intended for future use and would only apply if proposed by developers, as there are currently no city locations where they would be implemented.

Christine Anderson raised the question regarding the reference documents in the design standards. While the introduction references the 2025 APWA manual, it was suggested that the language be updated to adopt the current edition of the manual, rather than being limited to a specific year, to allow automatic updates without requiring a formal motion.

Kelvin Smith, Christine Anderson and Geoff Dupaix discussed referencing the current edition of the APWA manual in the engineering standards rather than a specific year, noting this could be addressed in a motion. Landscape standards adjacent to streets were also reviewed, with clarification that site distance and plant height requirements are addressed in Section 17.6.104 and in the engineering guidelines for intersections. It was agreed that current and updated editions of reference documents should be cited consistently throughout all standards.

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### **Public Hearing Open**

Elizabeth Phelon from ESP Excavation emphasized that the city's design standards and specifications should be easily accessible on the website, as current access is difficult. They noted that while the standards provide important guidance, they should be applied with flexibility to account for site-specific conditions, such as road islands, landscaping, and varying materials, rather than a strict one-size-fits-all approach.

### **Public Hearing Closed**

Christine Anderson, Kelvin Smith, Cody Opperman, Geoff Dupaix, and Claire Oldham discussed improving accessibility and searchability of the city's design standards and specifications. It was noted that previously, these documents were difficult to find within the municipal code. Suggestions included creating a dedicated, easily searchable page on the city website, potentially combining planning and engineering documents, and providing clear links or thumbnails for each section (APWA addendum, standard details, and engineering design guidelines) to improve visibility for contractors, residents, and staff. The goal is to allow users to search across all related documents without needing to know which section or department they are under.

**Rod Martin moved to recommend approval for the proposed Design Standards and Public Improvement Specifications relating to removing engineering standards and specifications from American Fork City Municipal Code and advise engineering to change specific dates of published editions to be quoted as current, updated and updated, published editions of the APWA standard specifications, rather than putting a specific year on them.**

**Claire Oldham seconded the motion.**

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<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

### **The motion passed**

Christine Anderson had a follow-up comment regarding future flexibility in applying design standards. It was noted that previous municipal code allowed the City Engineer discretion in certain situations, and consideration should be given to maintaining similar flexibility for site-specific applications.

Kelvin Smith noted that most discretionary provisions were removed from the design standards, but some were retained where site conditions vary. Flexibility remains for commercial site plans or specific applications, allowing these items to be discussed at that point.

### **ACTION ITEM**

- a. Review and action on a request for consideration of an additional extension for a previously approved Commercial Site Plan, known as Surg LLC Office Building, located at approximately 1141 E 50 N, American Fork City. The Commercial Site Plan will be on approximately 0.60 acres and will be in the Professional Office (PO-1) Zone.**

Cody Opperman gave background information regarding this project. The Surge LLC office building site plan was previously approved and granted a six-month extension at the September 3, 2025 Planning Commission meeting, with the original approval set to expire on September 26, 2025. The applicant is now requesting an additional extension as the current approval period approaches expiration in March. If the Planning Commission approves the extension, a new building permit application must be submitted and accepted for review before the site plan approval expires. Once the plan review is complete, the permit must be paid for and issued within 180 days, with no further extensions allowed.

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The Planning Commission discussed granting a six-month extension for the Surge LLC office building site plan. Commissioners considered flexibility for unforeseen circumstances, such as family or health challenges, and whether a limit should be placed on extensions. It was noted that the code does not specify a maximum number of extensions and that the Commission has discretion. Potential downsides, such as changes to commercial design standards, were discussed, but no conflicts were identified. The option to designate a “final extension” was considered, but it was suggested to allow flexibility for future circumstances.

### **Approval**

**David Bird moved to approve the proposed Commercial Site Plan Extension for Surg LLC Office Building, located at 1141 E 50 N, American Fork City, in the PO-1 zone for a maximum of (6) months.**

**Claire Oldham seconded the motion**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

### **Other Business**

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The Planning Commission discussed next steps for the development code and general plan updates. Staff indicated that additional public hearings and outreach are planned, incorporating input from previous hearings, Planning Commission, and City Council. Efforts were discussed to improve public noticing and outreach materials, making them more understandable and inviting for residents, including clearer language and QR codes. Commissioners emphasized the importance of clear communication to ensure residents understand draft proposals and opportunities for input. Staff also noted internal and external coordination on zoning maps and future work sessions is ongoing. The meeting concluded with appreciation for city staff efforts and a focus on effective public communication.

### **Adjournment**

**Geoff Dupaix motioned to adjourn the meeting.**

**Rod Martin seconded the motion.**

### **Voting was as follows:**

<b>Christine Anderson</b>	<b>AYE</b>
<b>Claire Oldham</b>	<b>AYE</b>
<b>David Bird</b>	<b>AYE</b>
<b>Harold Dudley</b>	<b>AYE</b>
<b>Rod Martin</b>	<b>AYE</b>
<b>Geoff Dupaix</b>	<b>AYE</b>

**The motion passed**

Meeting adjourned at 7:29 PM

## UNAPPROVED MINUTES

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



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## NOTICE OF PUBLIC HEARINGS

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Notice is hereby given that the American Fork City Planning Commission will hold a Public Hearing on March 18, 2026, in the City Hall, located at 31 N. Church Street, commencing at 6:30 PM.

The public and each affected entity is invited to provide information and comment for American Fork City to consider in the process of the proposed items.

- **Notice of public hearings and public meetings to consider general plan modifications.**
- Public hearing, review, and recommendation on the proposed zoning for a future annexation, known as Chipman and Stake Center Annexation, located at approximately 100 W 700 S, American Fork City. Consisting of approximately 24 acres, the property proposes to annex into the City under the PR-3.0 Zone.
  - Description: Property that is currently within Utah County Territory is proposing to Annex into American Fork City. With the annexation, the recommended zoning designation is PR-3.0, which is a Planned Residential Zone.

*Shortly before the public hearing, supporting documentation is posted on the city website at [www.americanfork.gov](http://www.americanfork.gov) or available by contacting the City Recorder at 801.763.3000.*



**Agenda Topic**

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

<b>BACKGROUND INFORMATION</b>		
Location:	100 W 700 S	
Parcel ID:	13:050:0249; 13:050:0252; 13:050:0191; 13:050:0239; 13:050:0172; 13:050:0240; 13:050:0149; 13:050:0262; 13:066:0024	
Project Type:	Annexation	
Applicants:	Devin Chipman, Mike Davey, American Fork City	
Existing Land Use:	Residential Low Density	
Surrounding Land Use:	North	Residential Low Density
	South	Residential Low Density
	East	Residential Low Density
	West	Residential Low Density
Existing Zoning:	Unincorporated Territory	
Proposed Zoning:	PR-3.0	
Surrounding Zoning:	North	R2-7500
	South	Unincorporated Territory; RA-1
	East	Unincorporated Territory
	West	R1-12000, R1-9000, RA-1, PR-3.0

**Background**

The applicant has applied for annexation within American Fork City. The amended agreement and ordinance are in a substantially similar form to the version that will be provided to the City Council. The project area looks to have the PR-3.0 zoning designation assigned to the land, which would be for a Planned Residential Project for the Chipman parcels.

The Church of Jesus Christ of Latter-day Saints and American Fork City property are included within the Annexation area. Outside of the Planned Residential Project proposed on the Chipman parcels, there is a church being proposed and an extension of 700 S being proposed.

**Section 17.20.050 of the American Fork Municipal Code outlines the following procedures for Annexation Applications**

- A. The sponsor must schedule a pre-application meeting with the American Fork City Planning Staff for review of the annexation request and an opinion as to whether or not the area proposed for annexation will create an unincorporated island or peninsula. If it is in the opinion of staff that the proposed annexation does not create an unincorporated island or peninsula, the sponsor will be advised to proceed with their application as an annexation by petition. If the Planning Staff determines that, in their opinion, the proposed annexation creates an unincorporated island or peninsula, the sponsor will be so advised and informed of alternative procedures to request annexation by resolution, if applicable.
- B. A complete application for annexation shall be filed with the City Recorder
- C. The Planning Department will schedule the annexation request on the next available Technical Review agenda.
- D. City staff will review the application and prepare an annexation report for the Planning Commission and City Council. The report shall identify:
  1. Potential demand for City facilities and services;
  2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation;
  3. The identification of the distance from existing city utility lines to the boundary of the annexing property;
  4. Zoning required or recommended;
  5. Distances to public schools, parks and shopping centers for traffic generated by the proposed land uses;
  6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable
- E. The City Council may decide to either accept the annexation application for further review or deny the application. Denial of an application for annexation will have the effect of ending any further review of the proposed annexation. In order to have the land annexed into American Fork City, the applicant will need to resubmit the proposed annexation as a

new application and satisfy each of the requirements of this Chapter including the payment of all review fees.

- F. If the annexation request is accepted for further review, proper notice shall be given in accordance with the annexation requirements contained in the Utah State Code.
- G. A public hearing (10-day notice) will be scheduled with the Planning Commission for review and recommendation of the proposed zoning designation for the annexation.
- H. Following the Planning Commission's review and recommendation on zoning and after all required notice has been met, a public hearing will be scheduled with the City Council for final approval of the annexation, including zoning designation.
- I. An annexation agreement must be signed and applicable requirements met, including any water dedication requirements, prior to annexation plat recording and ordinance publication.
- J. In order to provide accurate and current address information for EMS, fire, law enforcement, and utility services, any existing homes included in the annexation shall be assigned an American Fork City address. The new address will become effective at the time the annexation plat is recorded.

### **Staff Findings**

As required by Section 17.20.050(D), City Staff has met with the applicant, and having reviewed the proposed annexation, has the following findings to report:

#### **1. Potential demand for City facilities and services:**

- a. The applicant requires connections to sewer, water, and pressurized irrigation. The master plans project the following for the proposed annexation areas, 112.08 ERC for culinary water, 12.03 acres for pressurized irrigation, and 112.08 ERU for sanitary sewer. The applicant will also require storm drain management for the proposed annexation areas. a minor collector. A portion of 700 South, which is identified on the transportation master plan, traverses the annexation area.

#### **2. Consistency with the American Fork City General Plan, including the achievement of goals and policies of the American Fork City General Plan and identifying any revisions and amendments of the General Plan required by the annexation:**

- a. The American Fork Land Use Plan, as identified in the General Plan, highlights the use of this parcel as a Residential Low-Density designation. The Land Use

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

**3. The identification of the distance from existing city utility lines to the boundary of the annexing property:**

- a. The annexation area is adjacent to 100 West Street, which contains a 12-inch ductile iron water line, 6-inch pvc pressurized irrigation line, and an 8-inch sanitary sewer.

**4. Zoning required or recommended:**

- a. Staff recommends zoning as PR-3.0; Planned Residential Zoning

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

- a. Schools:
  - i. Polaris High School: ~ 0.9 Miles
  - ii. American Fork High School: ~ 1.84 Miles
  - iii. American Fork Junior High: ~ 2.50 Miles
  - iv. Greenwood Elementary: ~ 0.50 Miles
  - v. Forbes Elementary: ~ 1.23 Miles
  - vi. Barratt Elementary: ~ 1.81 Miles
  - vii. Shelly Elementary: ~ 1.62 Miles
  - viii. Legacy Elementary: ~ 2.61 Miles
- b. Parks:
  - i. Boat Harbor: ~ 1.53 Miles
  - ii. Monarch: ~ 0.54 Miles
  - iii. Greenwood: ~ 0.34 Miles
  - iv. Rotary: ~ 0.50 Miles
  - v. Bicentennial: ~ 0.35 Miles
  - vi. Lions: ~ 0.78 Miles
  - vii. Robinson: ~ 0.78 Miles
  - viii. Chipman: ~ 0.91 Miles
  - ix. Easton Park: ~ 1.18 Miles

- x. Bamberger: ~ 1.51 Miles
  - c. Planned Shopping Centers (SC-1 Zones):
    - i. Eastern SC-1 Zone: ~ 1.09 Miles
    - ii. Western SC-1 Zone: ~ 1.54 Miles
- 6. Timetable for extending city provided utility lines and services to the area and how these services will be financed, if applicable:**
- a. Extension of city utilities will be driven by demand caused by growth/development. Minimum utility requirements will be paid by development with master planned upsizing paid through applicable impact fee funds.

#### **Project Conditions of Approval**

- 1. Annexation agreement for Chipman and Stake Center Annexation approval, subject to the condition of all relevant and required exhibits and attachments to be provided to City staff prior to moving forward to City Council.

#### **Findings of Fact**

- 1. The Annexation Agreement MEETS the requirements of Section 17.20.

### Project Map



### Engineering Development Checklist Completion

1. APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with the Engineering Development Checklist 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, throughout and after scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

### Staff Recommendation

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



**Potential Motions**

**Approval**

I move to recommend approval for the proposed Annexation Agreement, located at approximately 100 W 700 S, American Fork City, subject to any conditions found in the staff report.

**Denial**

I move to recommend denial for the proposed Annexation Agreement, located at approximately 100 W 700 S , American Fork City.

**Table**

I move to table action for the proposed Annexation Agreement, located at approximately 100 W 700 S, American Fork City, and instruct staff/developer to.....

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

This Annexation Agreement (“Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Schmidt, Howard, Trustee of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004 an owner (hereafter referred to as “Chipmans”), Watson, John D. & Elaine, an owner (hereafter referred to as “Watsons”), and Corp of Pres Bishop Church of Jesus Christ of LDS, an owner (hereafter referred to as “The Church of Jesus Christ of Latter-Day Saints”) and collectively referred to as “Applicants” is based on the following:

**RECITALS**

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

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

**WHEREAS**, in accordance with the provisions of UCA § 10-2-804, the American Fork City Council has heretofore adopted Resolution No. 2024-10-38R, accepting the Petition for Annexation;

**WHEREAS**, notice of hearing regarding the proposed annexation was published and the public hearing thereon held on \_\_\_\_\_;

**WHEREAS**, the City Council adopted the Annexation Ordinance No. \_\_\_\_\_ and approved the original Annexation Agreement between the parties on \_\_\_\_\_ but the Annexation Ordinance was not transmitted to the State because the parties sought modifications to the original Annexation Agreement;

**WHEREAS**, the parties desire to enter into an Amended Annexation Agreement and to move forward with completing the annexation process;

**WHEREAS**, a public hearing was held before the Planning Commission on March 18, 2026 to review and make recommendations to the City Council regarding the proposed annexation and this agreement;

**WHEREAS**, the City Council has independently determined, based upon statutory findings and legislative policy considerations, that annexation of the Annexation Area is in the best interest of the City and promotes the public health, safety, and general welfare;

**WHEREAS**, the conveyance of certain City-owned parcels described herein is a separate proprietary transaction and is not a condition precedent to the validity or effectiveness

of the annexation ordinance;

**WHEREAS**, the City Council has reenacted Annexation Ordinance No. and renumbered it as Ordinance No. \_\_\_\_\_;

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

### **TERMS AND CONDITIONS**

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

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

The effectiveness of the annexation ordinance shall not be conditioned upon the closing of any conveyance of City-owned real property. The annexation shall become effective upon issuance of a certificate of annexation by the Lieutenant Governor in accordance with Utah Code Title 10, Chapter 2.

**SECTION 2 - Annexation a benefit to Applicants:** Applicants and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA § 10-20--102(12), 1953, as amended.

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

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification:** The City's General Plan classifies the proposed uses for the Annexation Area classified as Residential Low Density. Therefore, the zone classification attached to the parcel shall be PR3.0 zone, subject to the site-specific development standards established in this annexation ordinance and incorporated herein:

- a. Site-Specific PR 3.0 Development Standards

- (1) Residential development within the annexation area shall be limited to detached single-family dwellings.
- (2) Attached residential housing types, including but not limited to townhomes, stacked flats, or other attached dwelling forms, shall not be permitted within the annexation area.
- (3) Residential density shall not exceed the density otherwise permitted within the PR-3.0 zone.
- (4) All other development standards of the PR-3.0 zone shall apply unless expressly modified by this ordinance.

A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this Agreement (Attachment 3 to this Agreement).

### **SECTION 5 – Conveyance of City-owned Real Property**

The City currently owns parcel nos. 13:050:0262 and 13:066:0024 (the “City Parcels”) which is within the Annexation Area. The City and the Chipman Applicants intend to enter into a separate Real Estate Purchase Agreement (“REPA”) governing the conveyance of certain City Parcels located south of the Annexation Area. The REPA shall establish closing conditions, purchase price, escrow requirements, and conveyance documentation. As part of that sale, the Chipman Applicants will dedicate to the City any portion of the City Parcels necessary for the rights-of-way as set forth in Section 6 of this Amended Agreement. The conveyance of City-owned property is a proprietary municipal act and shall not affect the validity of the annexation ordinance.

### **SECTION 6 - Right-of-way to be Conveyed:**

The City's General Plan provides for the development of two minor collectors (700 South and 100 West) including the wider intersection for auxiliary turn lanes and future traffic signal at 700 South and 100 West (“Collector Roads”). Additionally, at the time of development, a local road which will be located at approximately 50 West shall be required to be dedicated at time of development without cost to the City. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Collector Roads in the location shown on the roadway dedication plats prepared by the Applicants and approved the City (Attachment 4 to this Agreement). Applicants shall have no obligation to construct any right-of-way improvements for the Collector Roads unless and until any improvement or development occurs within the Annexation Area. Development of the Collector Roads will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Applicants shall be responsible for the cost of all minimum level of improvements at the time of improvement or development. These obligations shall run with the land and bind all successors and assigns. The City may record this Amended Agreement or a memorandum of the Amended Agreement to provide constructive notice.

American Fork River in the Annexation Area shall also be dedicated to the City along with a 30 ft wide section along the east bank of American Fork River, and a 5 ft wide section along the west bank for future access. The trail will be considered the Shared Use Path/Regional

Trail that is shown on the City's Bike and Pedestrian Map and shall be implemented along the east bank of American Fork River. The Shared Use Path/Regional Trail shall be a minimum of 14' wide. Applicants shall have no obligation to construct any of the path unless and until any improvement or development occurs within the Annexation Area. The Shared Use Path/Regional Trail may be included within the 30 ft wide right-of-way dedication along the east bank of American Fork River. As a condition of annexation, Applicants hereby agree to dedicate and convey to the City any right-of-way necessary for the Shared Use Path/Regional Trail and American Fork River in the location shown on the roadway dedication plats prepared by the Applicants and approved by the City (Attachment 4 to this Agreement). If it is determined at time of development when flood mapping has been completed that additional right-of-way is needed to widen the American Fork River, the additional land necessary to dedicate the additional right-of-way shall be dedicated to the City at no cost to the City with the final plat.

The parties acknowledge that the dedication requirements are reasonably related to and proportionate to anticipated impacts of development within the Annexation Area and the City Parcels including traffic and connectivity impacts identified in the City's transportation and trails plan.

**SECTION 7 - Conveyance of Water Right:** American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicants acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

**SECTION 8 - Open Ditches to be Piped:** Applicants acknowledge that it is Applicants' burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development within the Annexation Area.

**SECTION 9 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City:** Applicants agree to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as rights-of-way which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

**SECTION 10 - Impact Fees:** No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicants or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge that no development approval or building permit shall be issued until all

applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 11 - 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 12 - Notice:** Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicants, to Devin Chipman, 3557 South 550 West, Nibley, Utah 84321.

**SECTION 13 - Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

**SECTION 14 — 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 15 - Binding Effect:** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

AMERICAN FORK CITY

\_\_\_\_\_  
Bradley J. Frost, Mayor

ATTEST:

City Recorder

\_\_\_\_\_  
Schmidt, Howard  
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the  
Chipman Exemption Trust U/A/D November 14, 2004

---

Watson, John D.

---

Watson, Elaine

---

Corp of Pres Bishop Church of Jesus Christ of LDS

---

By

---

Title

# ATTACHMENT #1



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

---

## CERTIFICATION OF PETITION FOR ANNEXATION

### Chipman/Stake Center Annexation

November 8, 2024

VIA Email to:

Applicants  
American Fork City Mayor and Council Members  
Utah County Commissioners

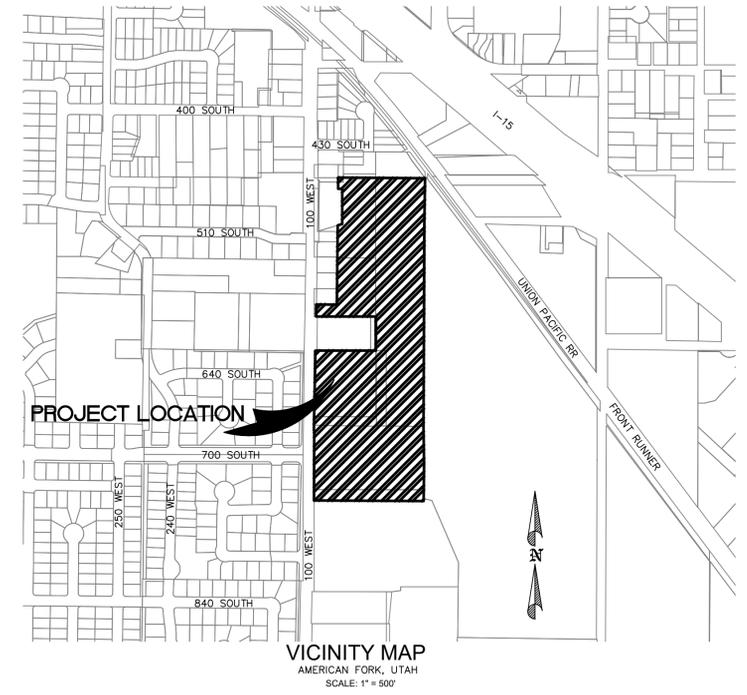
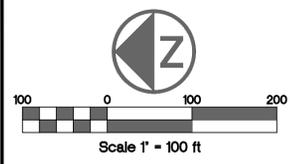
I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Chipman/Stake Center Annexation that was filed with my office on October 7, 2024. On October 22, 2024, the American Fork City Council adopted Resolution No.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

Dated this 8<sup>th</sup> day of November 2024.

Terilyn Lurker, City Recorder



# ATTACHMENT #2



**SURVEYOR'S CERTIFICATE**

I, KAGAN M. DIXON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 8061091 IN ACCORDANCE WITH TITLE 58, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**PROPERTY DESCRIPTION:**

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 23, AND THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 00°10'31" EAST BETWEEN THE SOUTH QUARTER CORNER AND THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT ON THE EASTERLY LINE OF HARBOR ROAD C ANNEXATION, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13461 WHICH IS SOUTH 89°48'51" EAST ALONG THE SECTION LINE A DISTANCE OF 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 23, AND RUNNING THENCE NORTH 00°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 167.35 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 89°57'46" WEST ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 2.23 FEET TO THE SOUTHEAST CORNER OF HARBOR ROAD ANNEXATION PLAT A ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13460; THENCE NORTH 1°08'42" EAST ALONG SAID HARBOR ROAD ANNEXATION PLAT A 463.71 FEET TO THE SOUTHEAST CORNER OF LAKESIDE ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 2847; THENCE NORTH 0°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 4.14 FEET TO THE SOUTHWEST CORNER OF HATCH ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 11973; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING THREE (3) COURSES, 1) EAST 355.31 FEET, 2) NORTH 200.00 FEET, 3) WEST 351.90 FEET TO THE EASTERLY LINE OF SAID LAKESIDE ANNEXATION PLAT; THENCE NORTH 0°58'39" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 71.20 FEET TO THE SOUTHERLY LINE OF CHIPMAN SUBDIVISION PHASE 1 ANNEXATION ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 8430; THENCE SOUTH 89°25'37" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 121.84 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH 0°34'23" EAST ALONG THE EASTERLY LINE OF SAID PLAT, THE EASTERLY LINE OF CALVIN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6302, THE EASTERLY LINE OF TODD CARTER ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 6008, THE EASTERLY LINE OF ALAN CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 5581, AND THE EASTERLY LINE OF ROSEMARIE CHIPMAN ANNEXATION PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS MAP FILING NO. 13799 A DISTANCE OF 465.35 FEET TO THE EASTERLY CORNER OF SAID ROSEMARIE CHIPMAN ANNEXATION; THENCE ALONG SAID ANNEXATION PLAT THE FOLLOWING FOUR (4) COURSES, 1) NORTH 73°37'00" EAST 28.04 FEET, 2) NORTH 206.88 FEET, 3) WEST 24.73 FEET, 4) NORTH 0°34'23" EAST 62.85 FEET TO THE SOUTHERLY LINE OF THE ORIGINAL AMERICAN FORK CITY PLAT, ON FILE WITH THE OFFICE OF THE UTAH COUNTY SURVEYOR; THENCE NORTH 89°41'12" EAST ALONG SAID SOUTHERLY LINE A DISTANCE OF 511.26 FEET TO THE EASTERLY LINE OF THE CHIPMAN PROPERTY; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING SIX (6) COURSES, 1) SOUTH 37°03'23" EAST 0.30 FEET, 2) SOUTH 0°38'13" WEST 280.73 FEET, 3) SOUTH 0°15'35" WEST 440.93 FEET, 4) SOUTH 0°07'45" WEST 742.06 FEET, 5) SOUTH 0°45'32" EAST 222.76 FEET, 6) SOUTH 0°30'23" WEST 211.79 FEET TO A POINT ON THE PROLONGATION OF SAID LINE, AND THE POINT ON A PROLONGATION OF THE SOUTHERLY LINE OF THAT CERTAIN QUIT CLAIM DEED ON FILE WITH THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY NO. 52445:2001 THENCE NORTH 89°44'49" WEST ALONG SAID SOUTHERLY LINE A DISTANCE OF 646.62 FEET TO THE EASTERLY LINE OF SAID HARBOR ROAD ANNEXATION PLAT "C"; THENCE NORTH 0°11'56" EAST ALONG SAID EASTERLY LINE A DISTANCE OF 244.74 FEET TO THE POINT OF BEGINNING.

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

**BASIS OF BEARINGS:**

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

**ACCEPTANCE BY LEGISLATIVE BODY**

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

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

MAYOR \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
 CITY COUNCIL MEMBER \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
 CITY COUNCIL MEMBER \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_

ATTEST: \_\_\_\_\_

**APPROVAL BY COUNTY SURVEYOR**

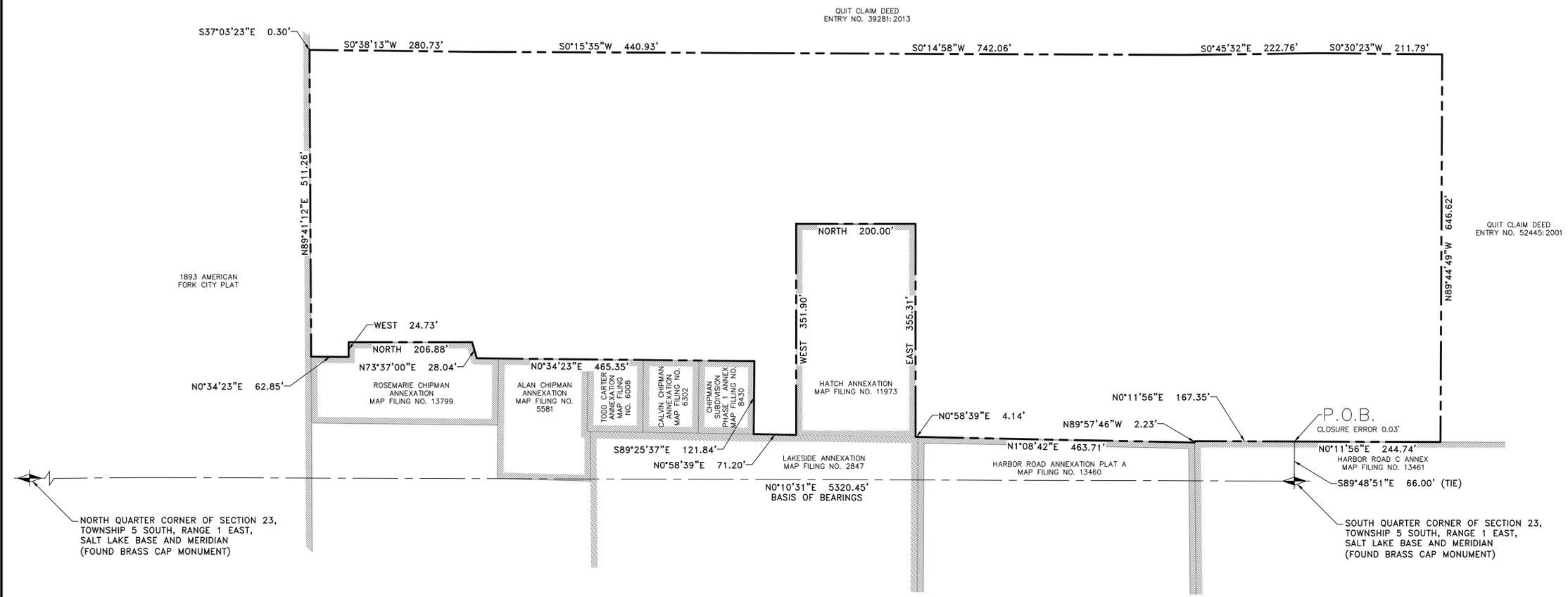
THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. 17-23-20 AS AMENDED.

CITY COUNCIL MEMBER \_\_\_\_\_

**FINAL LOCAL ENTITY PLAT  
 CHIPMAN/STAKE  
 CENTER ANNEXATION**

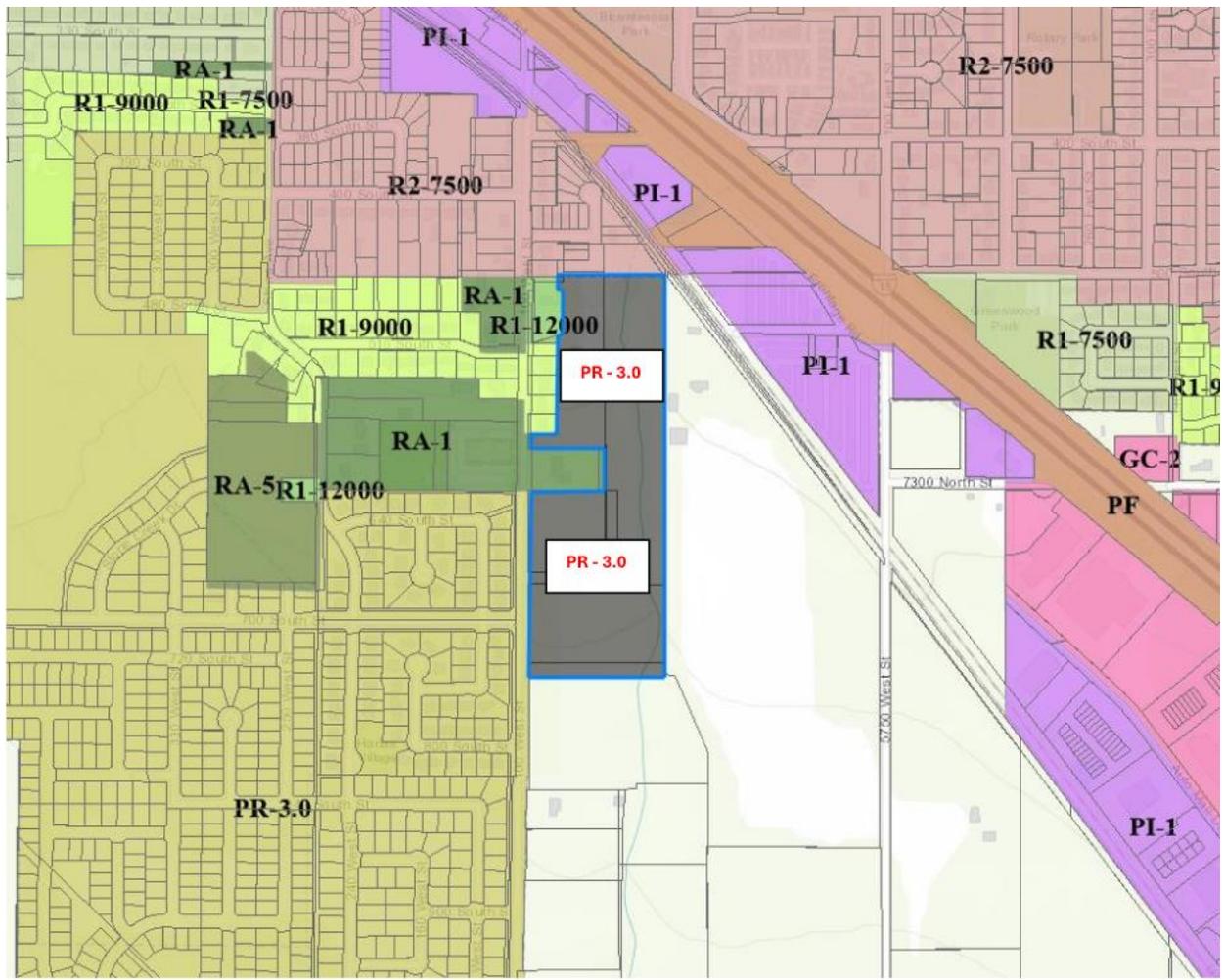
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23,  
 AND THE NORTHEAST QUARTER OF SECTION 26,  
 TOWNSHIP 5 SOUTH, RANGE 1 EAST  
 SALT LAKE BASE AND MERIDIAN  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH

SURVEYOR'S SEAL 	CITY RECORDER SEAL	COUNTY RECORDER
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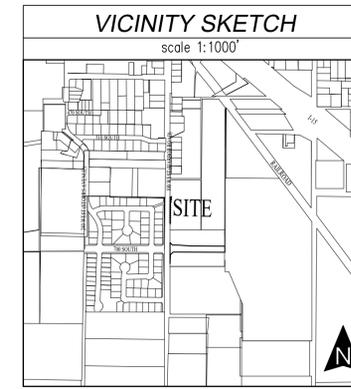
14721 SOUTH HERITAGE CREST WAY  
 BLUFFDALE, UTAH 84065  
 801.553.8112  
 WWW.WILDINGENGINEERING.COM

# ATTACHMENT #3



# ATTACHMENT #4

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 1  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



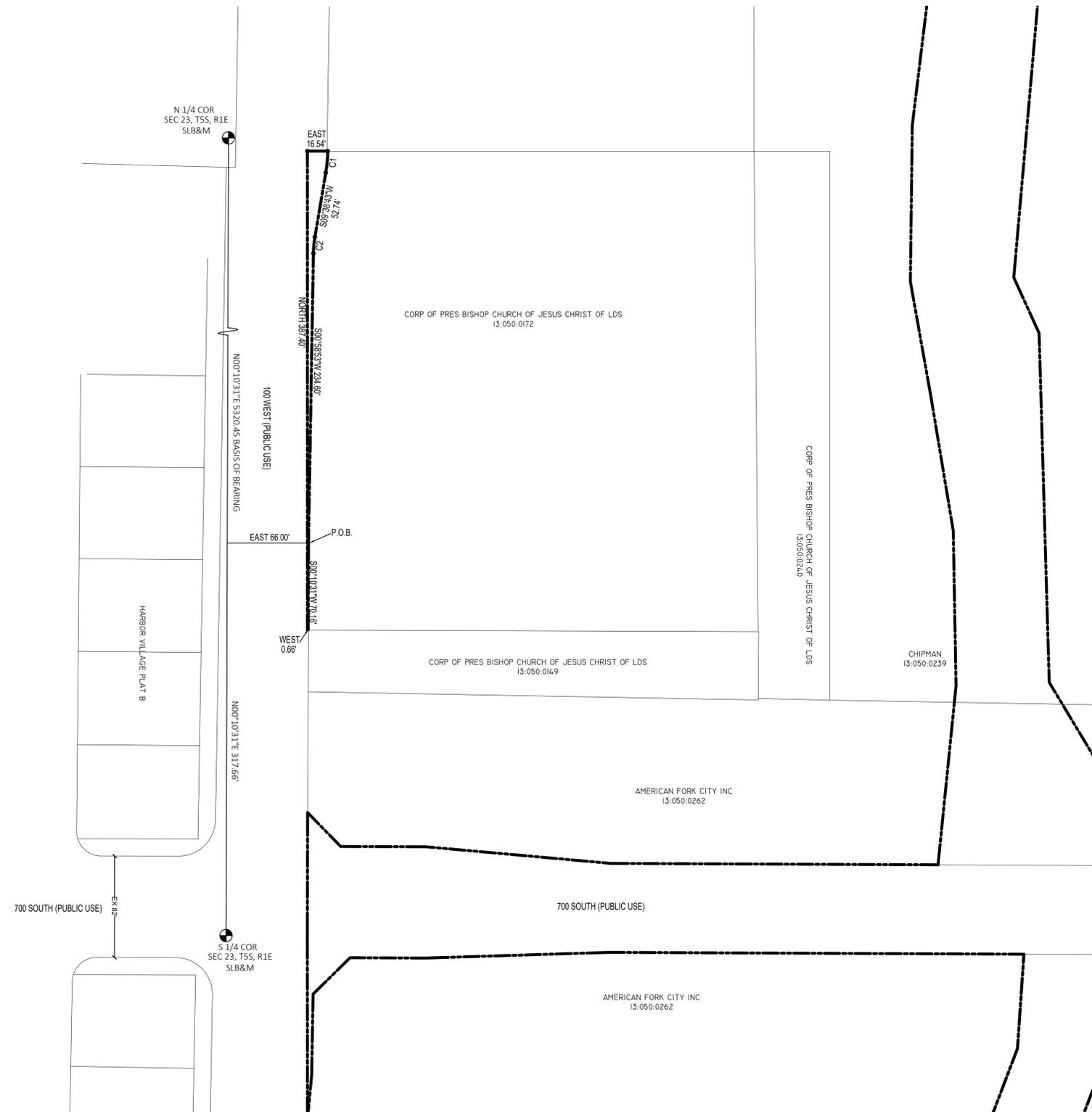
**WATER RIGHT NOTE**

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

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



SCALE: 1"=50'



**SURVEYOR'S CERTIFICATE**

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

DATE \_\_\_\_\_ (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 317.66 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE SOUTH 00°10'31" WEST 70.16 FEET; THENCE WEST 0.66 FEET;  
 THENCE NORTH 00°00'00" EAST 387.40 FEET; THENCE EAST 16.54 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 112.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.53 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°09'38"W 17.52 FEET); THENCE SOUTH 09°38'43" WEST 52.74 FEET; THENCE ALONG THE ARC OF A 88.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°39'50" AND A LONG CHORD BEARS S05°18'48"W 13.29 FEET); THENCE SOUTH 00°58'53" WEST 234.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,628 SF OR 0.04 ACRES

**OWNER'S DEDICATION**

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

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

NAME: \_\_\_\_\_  
 TITLE: AUTHORIZED AGENT

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
 COUNTY OF UTAH }  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF TO BE THE AUTHORIZED AGENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, F/K/A CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC \_\_\_\_\_  
 NOTARY FULL NAME \_\_\_\_\_, A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE \_\_\_\_\_ CITY COUNCIL OF \_\_\_\_\_ AMERICAN FORK CITY \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

\_\_\_\_\_  
 MAYOR CITY COUNCIL MEMBER  
 \_\_\_\_\_ CITY COUNCIL MEMBER CITY COUNCIL MEMBER  
 \_\_\_\_\_ CITY COUNCIL MEMBER CITY COUNCIL MEMBER  
 APPROVED \_\_\_\_\_ 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

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 1  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH  
 SCALE: 1" = 50 FEET

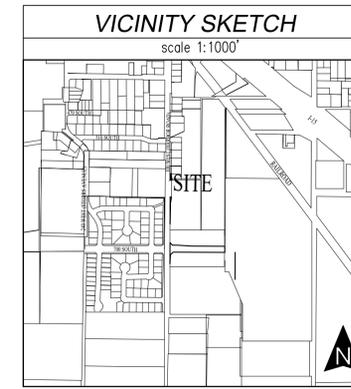
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CLERK-RECORDER SEAL

SURVEYOR  
**WILDING**  
 ENGINEERING  
 14721 SOUTH HERITAGE CREST WAY  
 BLUFFDALE UT 84005  
 (801) 553-8112

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

12/17/2024

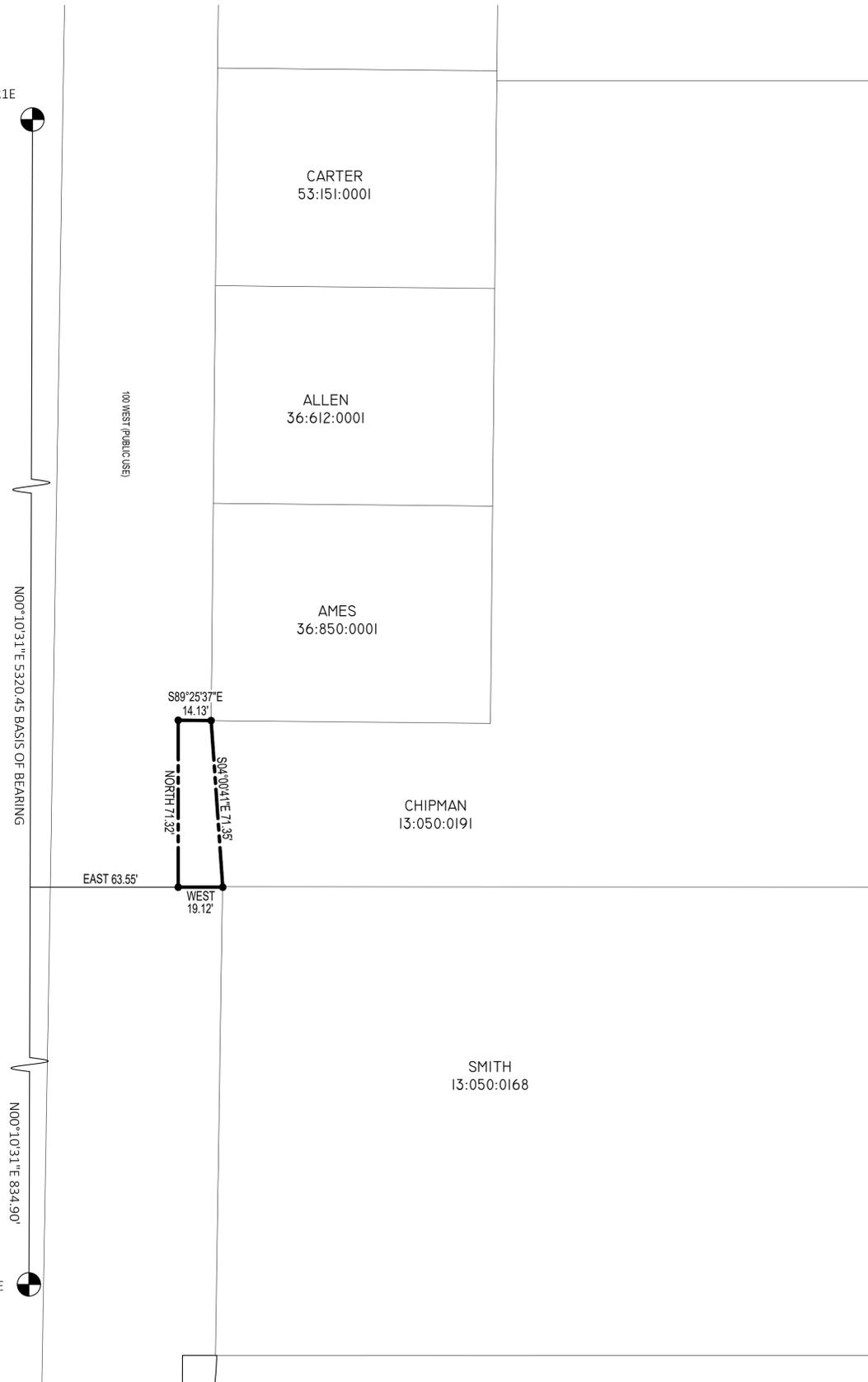
CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 2  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



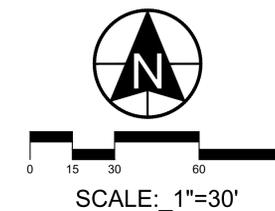
**WATER RIGHT NOTE**

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

N 1/4 COR  
 SEC 23, T5S, R1E  
 SLB&M



S 1/4 COR  
 SEC 23, T5S, R1E  
 SLB&M



SURVEYOR  
**WILDING**  
 ENGINEERING  
 14721 SOUTH HERITAGE CREST WAY  
 BLUFFDALE, UT 84005  
 (801) 553-8112

ENGINEER  
  
 1018 N DEER CREST LANE  
 ALPINE UT, 84004  
 OFFICE (801) 492-1277  
 CELL (801) 616-1677

**SURVEYOR'S CERTIFICATE**

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

DATE \_\_\_\_\_ (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 834.90 FEET ALONG THE SECTION LINE AND EAST 63.55 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 00°00'00" EAST 71.32 FEET; THENCE SOUTH 89°25'37" EAST 14.13 FEET;  
 THENCE SOUTH 04°00'41" EAST 71.35 FEET; THENCE WEST 19.12 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 1,184 SF OR 0.03 ACRES

**OWNER'S DEDICATION**

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

NAME: \_\_\_\_\_  
 TITLE: AUTHORIZED AGENT

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
 COUNTY OF UTAH }  
 ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ WHO ACKNOWLEDGED HIMSELF TO BE \_\_\_\_\_ AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC \_\_\_\_\_  
 NOTARY FULL NAME \_\_\_\_\_, A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE \_\_\_\_ CITY COUNCIL OF \_\_\_\_ AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_

\_\_\_\_ MAYOR CITY COUNCIL MEMBER  
 \_\_\_\_ CITY COUNCIL MEMBER CITY COUNCIL MEMBER  
 \_\_\_\_ CITY COUNCIL MEMBER CITY COUNCIL MEMBER  
 APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 CITY ENGINEER CLERK-RECORDER

**PLANNING COMMISSION APPROVAL**

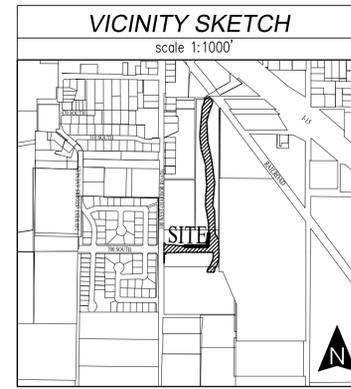
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ BY THE  
 \_\_\_\_ AMERICAN FORK CITY PLANNING COMMISSION  
 \_\_\_\_\_ PLANNER CHAIRMAN, PLANNING COMMISSION

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 2  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH  
 SCALE: 1" = 30' FEET

SURVEYOR'S SEAL NOTARY PUBLIC SEAL CLERK-RECORDER SEAL

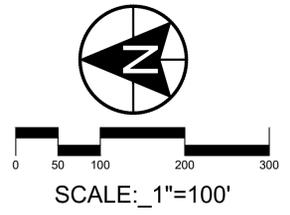
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CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1  
 PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND  
 NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



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

DATE \_\_\_\_\_ (SEE SEAL BELOW)



**ACKNOWLEDGMENT**

STATE OF UTAH }  
 COUNTY OF UTAH } S.S.  
 ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ WHO ACKNOWLEDGED TO BE TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004, AND THAT, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC \_\_\_\_\_  
 NOTARY FULL NAME \_\_\_\_\_ A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED SOUTH 89°48'51" EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 00°10'31" EAST 99.75 FEET; THENCE SOUTH 44°24'03" EAST 38.33 FEET; THENCE SOUTH 89°44'49" EAST 69.62 FEET; THENCE SOUTH 84°53'02" EAST 150.47 FEET; THENCE SOUTH 89°44'49" EAST 266.09 FEET; THENCE NORTH 05°45'41" EAST 145.67 FEET; THENCE NORTH 01°01'33" WEST 125.36 FEET; THENCE NORTH 09°29'19" WEST 110.60 FEET; THENCE NORTH 10°09'30" WEST 84.28 FEET; THENCE NORTH 00°43'00" EAST 126.41 FEET; THENCE NORTH 06°55'43" EAST 111.41 FEET; THENCE NORTH 05°41'32" WEST 95.72 FEET; THENCE NORTH 01°50'21" WEST 147.81 FEET; THENCE NORTH 15°49'56" WEST 194.29 FEET; THENCE NORTH 06°01'34" WEST 156.54 FEET; THENCE NORTH 05°03'40" EAST 340.57 FEET; THENCE NORTH 22°54'08" EAST 54.43 FEET; THENCE NORTH 05°56'50" EAST 60.29 FEET; THENCE SOUTH 89°40'56" EAST 65.18 FEET; THENCE SOUTH 31°29'12" EAST 55.78 FEET; THENCE SOUTH 37°17'38" EAST 3.66 FEET; THENCE SOUTH 19°18'57" WEST 143.89 FEET; THENCE SOUTH 14°24'40" WEST 95.83 FEET; THENCE SOUTH 03°00'03" EAST 231.44 FEET; THENCE SOUTH 11°36'03" EAST 233.88 FEET; THENCE SOUTH 07°45'52" EAST 258.68 FEET; THENCE SOUTH 05°00'50" WEST 273.81 FEET; THENCE SOUTH 24°34'15" EAST 49.50 FEET; THENCE SOUTH 01°40'02" EAST 282.74 FEET; THENCE SOUTH 31°05'23" EAST 81.88 FEET; THENCE SOUTH 00°45'32" EAST 170.87 FEET; THENCE SOUTH 00°30'23" WEST 66.92 FEET; THENCE SOUTH 21°12'09" WEST 60.51 FEET; THENCE SOUTH 28°47'42" WEST 57.45 FEET; THENCE SOUTH 11°22'01" WEST 37.68 FEET; THENCE NORTH 89°44'49" WEST 83.43 FEET; THENCE NORTH 10°54'32" EAST 29.80 FEET; THENCE NORTH 31°04'41" EAST 79.02 FEET; THENCE NORTH 20°52'05" EAST 63.08 FEET; THENCE NORTH 03°55'04" EAST 76.45 FEET; THENCE NORTH 89°44'49" WEST 336.94 FEET; THENCE SOUTH 88°14'20" WEST 149.31 FEET; THENCE NORTH 89°44'49" WEST 61.50 FEET; THENCE SOUTH 45°37'02" WEST 42.16 FEET; THENCE SOUTH 00°58'43" WEST 65.14 FEET; THENCE SOUTH 05°22'33" WEST 36.69 FEET; THENCE NORTH 00°03'51" WEST 148.82 FEET TO THE POINT OF BEGINNING.

CONTAINS: 224,100 SF OR 5.14 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 A STREET AND TRAIL CORRIDOR, AND DO HEREBY DEDICATE SAID STREET AND TRAIL CORRIDOR AS SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

NAME: BRAD FROST  
 TITLE: MAYOR OF AMERICAN FORK CITY

NAME: \_\_\_\_\_  
 TITLE: TRUSTEE OF THE CHIPMAN MARITAL TRUST U/A/D NOVEMBER 14, 2004

**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 AMERICAN FORK CITY, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE CITY.

NOTARY PUBLIC \_\_\_\_\_  
 NOTARY FULL NAME \_\_\_\_\_ A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE \_\_\_\_\_ CITY COUNCIL OF \_\_\_\_\_ AMERICAN FORK CITY \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_

\_\_\_\_\_  
 MAYOR  
 \_\_\_\_\_ CITY COUNCIL MEMBER  
 \_\_\_\_\_ CITY COUNCIL MEMBER  
 \_\_\_\_\_ CITY COUNCIL MEMBER  
 \_\_\_\_\_ CITY COUNCIL MEMBER

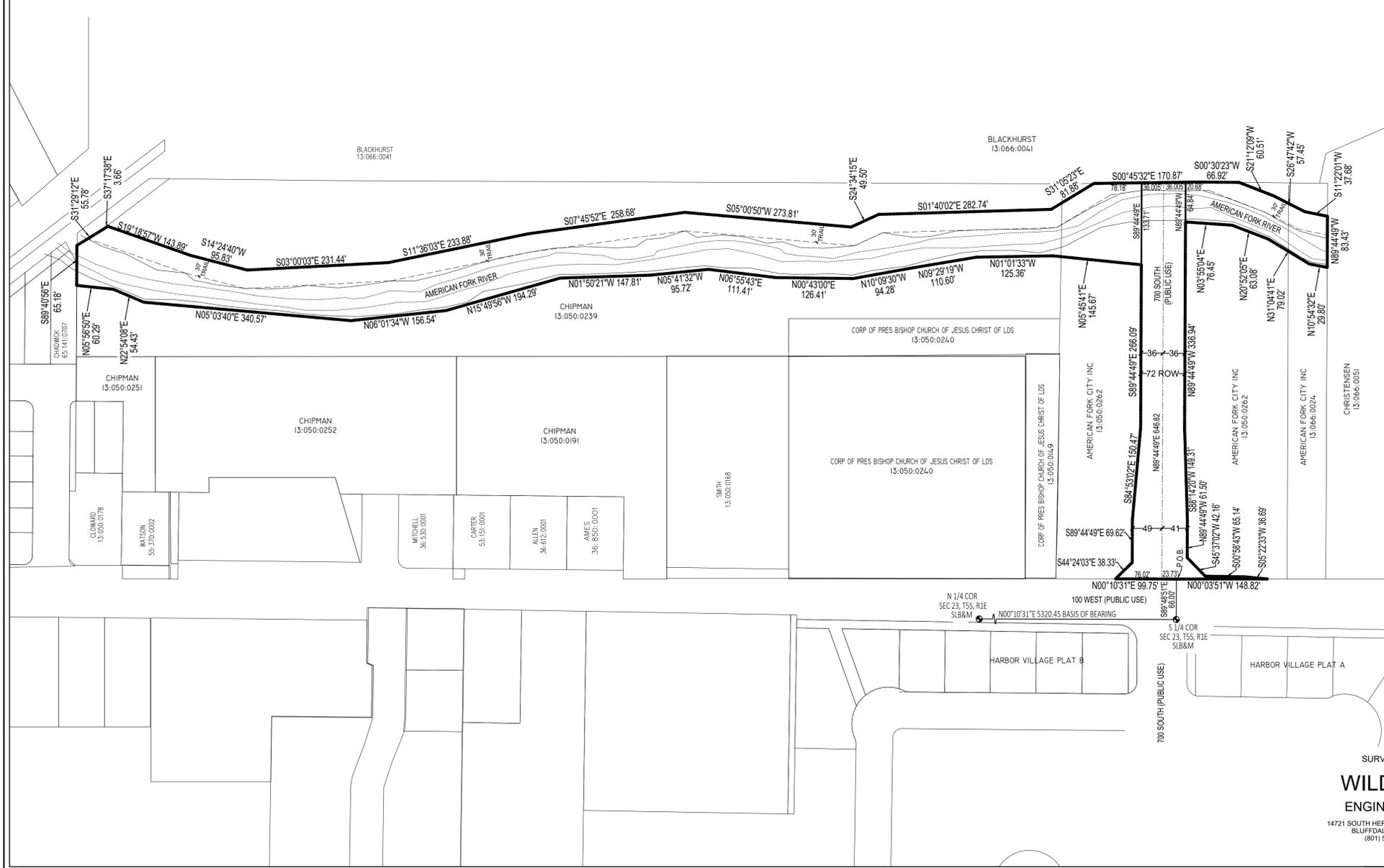
APPROVED \_\_\_\_\_ ATTEST \_\_\_\_\_  
 CITY ENGINEER CLERK-RECORDER

**PLANNING COMMISSION APPROVAL**

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

\_\_\_\_\_  
 PLANNER  
 \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

**CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1**  
 PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND  
 NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN.  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH  
 SCALE: 1" = 100 FEET



**WATER RIGHT NOTE**

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

SURVEYOR  
**WILDING**  
 ENGINEERING  
 14721 SOUTH HERITAGE CREST WAY  
 BLUFFDALE, UT 84005  
 (801) 553-8112

ENGINEER  
**berg**  
 CIVIL ENGINEERING  
 1018 N DEER CREST LANE  
 ALPINE UT, BRICK  
 OFFICE (801) 492-1277  
 CELL (801) 616-1677

2/4/2025

# ATTACHMENT #5

## WATER DELAY AGREEMENT FOR ANNEXATION

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

### RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0252, 13:050:0239, 13:050:0191 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

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

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

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

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

### AGREEMENT

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

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

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

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

\_\_\_\_\_  
Bradley J. Frost, Mayor

Attest: \_\_\_\_\_  
Terilyn Lurker, City Recorder

STATE OF UTAH )  
 )  
: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]

\_\_\_\_\_  
Schmidt, Howard  
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

STATE OF UTAH )  
 )  
:ss  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT A**

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

# WATER DELAY AGREEMENT FOR ANNEXATION

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

## RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0172, 13:050:0240, 13:050:0149, (“**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

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

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

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

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.



STATE OF UTAH )  
 )  
:ss  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC

## **EXHIBIT A**

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

Please reference assignment of water shares: AFIC - No. 9763 for the Corp of Pres Bishop Church of Jesus Christ of LDS

expired

**ORDINANCE NO. 2025-04-15**

**AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE CHIPMAN/STAKE CENTER ANNEXATION, CONSISTING OF 23.991 ACRES AT APPROXIMATELY 100 WEST 700 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.**

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on October 7, 2024, by the Chipman Family Trust, Church of Jesus Christ of Latter-Day Saints, John D. & Elaine Watson, and American Fork City, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on October 22, 2024, 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 November 8, 2024; 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 February 25, 2025, pursuant to Utah Code Ann §10-2-407(7).

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

SECTION I. That the City Council hereby approves the Chipman/Stake Center Annexation consisting of 23.991 acres at approximately 100 West 700 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 PR-3.0 zone as shown in Attachment "B" and subject to the terms and conditions of the Chipman/Stake Center 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 22nd day of April 2025.

  
Bradley J. Frost, Mayor

ATTEST:

  
Terilyn Lurker, City Recorder



ATTACHMENT "A"

**PROPERTY DESCRIPTION:**

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

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

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

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

This Annexation Agreement ("Agreement"), made and entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Schmidt, Howard, Trustee of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004 an owner (hereafter referred to as "Chipmans"), Watson, John D. & Elaine, an owner (hereafter referred to as "Watsons"), and Corp of Pres Bishop Church of Jesus Christ of LDS, an owner (hereafter referred to as "The Church of Jesus Christ of Latter-Day Saints") and collectively referred to as "Applicants" is based on the following:

**RECITALS**

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

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

**WHEREAS**, in accordance with the provisions of UCA § 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-10-38R, accepting the Petition for Annexation;

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

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

**TERMS AND CONDITIONS**

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

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

**SECTION 2 - Annexation a benefit to Applicants:** Applicants and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicants hereby acknowledge and agree that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA § 10-9a-103(6), 1953, as amended.

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

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

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

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

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

**SECTION 6 - Conveyance of Water Right:** American Fork City Code 17.1.400,

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

**SECTION 7 - Open Ditches to be Piped:** Applicants acknowledge that it is Applicants' burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development within the Annexation Area.

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

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

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

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

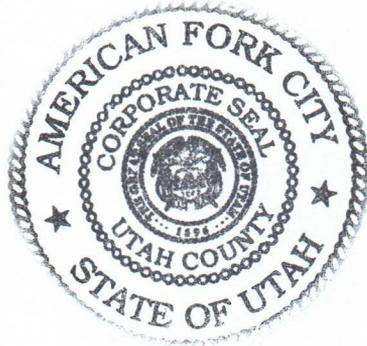
- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicants, to Devin Chipman, 3557 South 550 West, Nibley, Utah 84321.

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

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

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

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



AMERICAN FORK CITY

  
Bradley J. Frost, Mayor

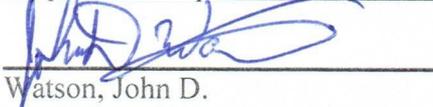
ATTEST:

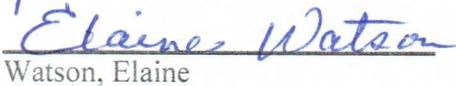
City Recorder

  
Cecilia Urker  
City Recorder

  
Schmidt, Howard

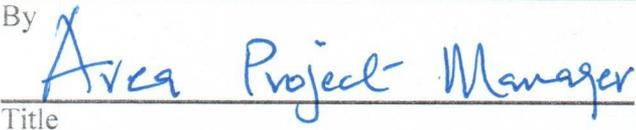
Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

  
Watson, John D.

  
Watson, Elaine

  
Corp of Pres Bishop Church of Jesus Christ of LDS

JAMES DZINOKU

By   
Area Project Manager  
Title

# ATTACHMENT #1



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

## CERTIFICATION OF PETITION FOR ANNEXATION

### Chipman/Stake Center Annexation

November 8, 2024

VIA Email to:

Applicants  
American Fork City Mayor and Council Members  
Utah County Commissioners

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

Dated this 8<sup>th</sup> day of November 2024.

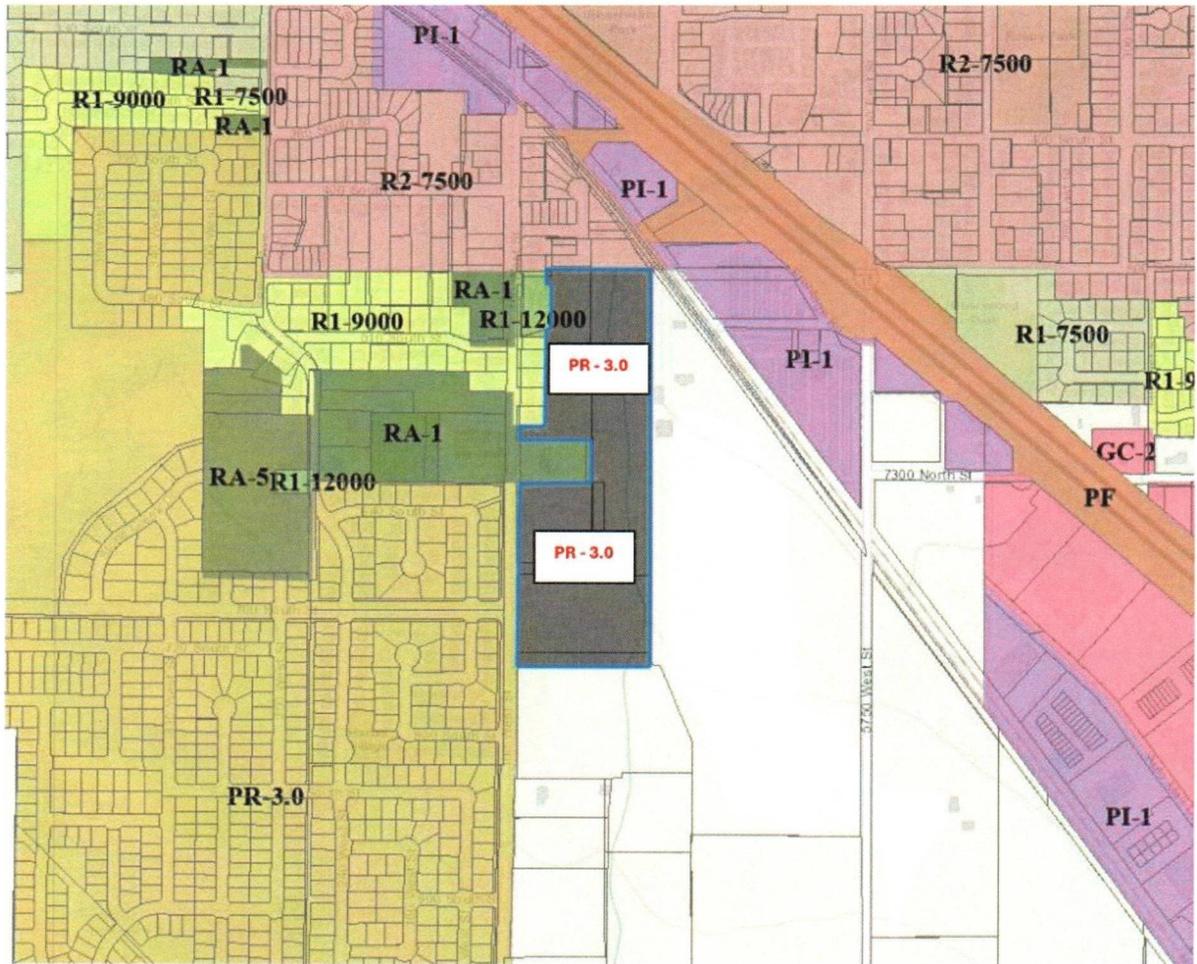
Terilyn Lurker, City Recorder



# ATTACHMENT #2

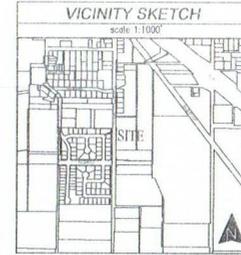


# ATTACHMENT #3



# ATTACHMENT #4

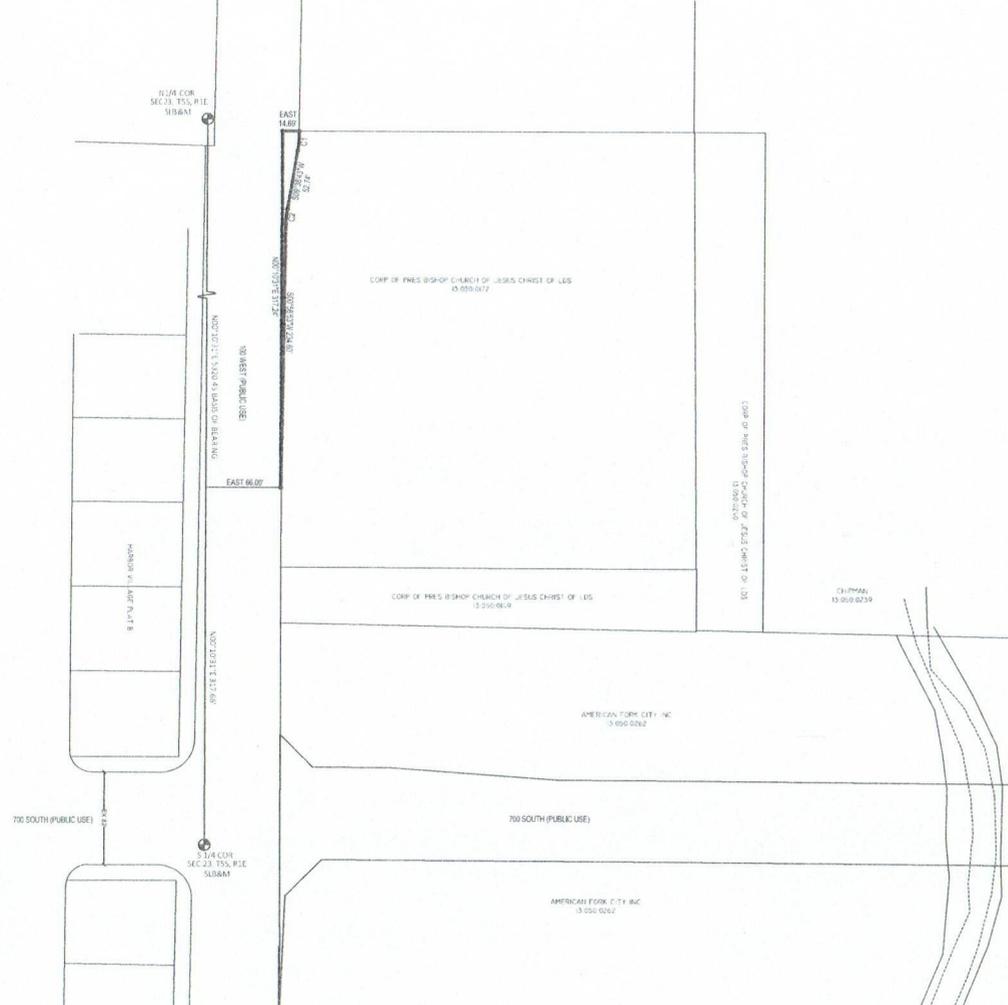
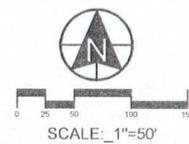
CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 1  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



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

**CURVE TABLE**

CURVE	ANGLE	LENGTH	DELTA	CHORD	BEARING
C1	115.00	112.5	187.91	112.5	S89°00'38" W
C2	88.00	13.31	18.715	13.29	S25°16'48" W



**SURVEYOR'S CERTIFICATE**

I, SURVEYOR, AND TEAM HOLD A LICENSE IN ACCORDANCE WITH TITLE 48, CHAPTER 23, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 48, CHAPTER 23, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. 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 THEREON. I HAVE SUBMITTED THIS TRACT OF LAND INTO A PUBLIC STREET, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 15-2-2(7), UTAH CODE ANNOTATED, 1953 AS AMENDED, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SERIAL NO. \_\_\_\_\_

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 00°10'31" EAST 317.86 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.  
 THENCE NORTH 00°10'31" EAST 317.24 FEET; THENCE EAST 14.68 FEET; THENCE ALONG THE ARC OF A NON-TANGENT 112.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 17.73 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°09'38" W 17.73 FEET); THENCE SOUTH 09°04'48" WEST 92.74 FEET; THENCE ALONG THE ARC OF A 66.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 13.31 FEET (CURVE HAVING A CENTRAL ANGLE OF 08°58'10" AND A LONG CHORD BEARS S05°16'48" W 13.29 FEET); THENCE SOUTH 00°58'51" WEST 234.90 FEET TO THE POINT OF BEGINNING.  
 CONTAINS: 1.143 SF OR 0.023 ACRES.

**OWNER'S DEDICATION**

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC. OWNERS EXPRESSLY RESERVES ALL WATER RIGHTS ASSOCIATED WITH THIS RIGHT-OF-WAY DEDICATION AND DOES NOT CONVEY ANY SUCH RIGHTS TO THE PUBLIC.  
 IN WITNESS WHEREOF WE HAVE HEREIN SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS is a Utah Corporation under the Utah Corporation Code. The Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints

NAME: \_\_\_\_\_  
 TITLE: AUTHORIZED AGENT

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 COUNTY OF UTAH ) S.S.  
 ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME WHO KNOWS AND BELIEVES HIMSELF TO BE THE AUTHORIZED AGENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION UNDER UTAH CORPORATION CODE, THE PRESIDENT OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION, AND THE HE AS SUCH AUTHORIZED AGENT BEING AUTHORIZED SO TO DO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC: \_\_\_\_\_  
 NOTARY FULL NAME: \_\_\_\_\_ A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

BY THE CITY COUNCIL MEMBER \_\_\_\_\_ CITY CLERK/RECORDER  
 CITY ENGINEER \_\_\_\_\_ CITY CLERK/RECORDER  
 APPROVED: CITY ENGINEER ATTEST: CLERK-RECORDER

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ BY THE  
 AMERICAN FORK CITY PLANNING COMMISSION

PLANNER: \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

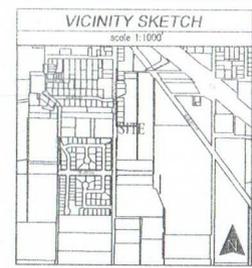
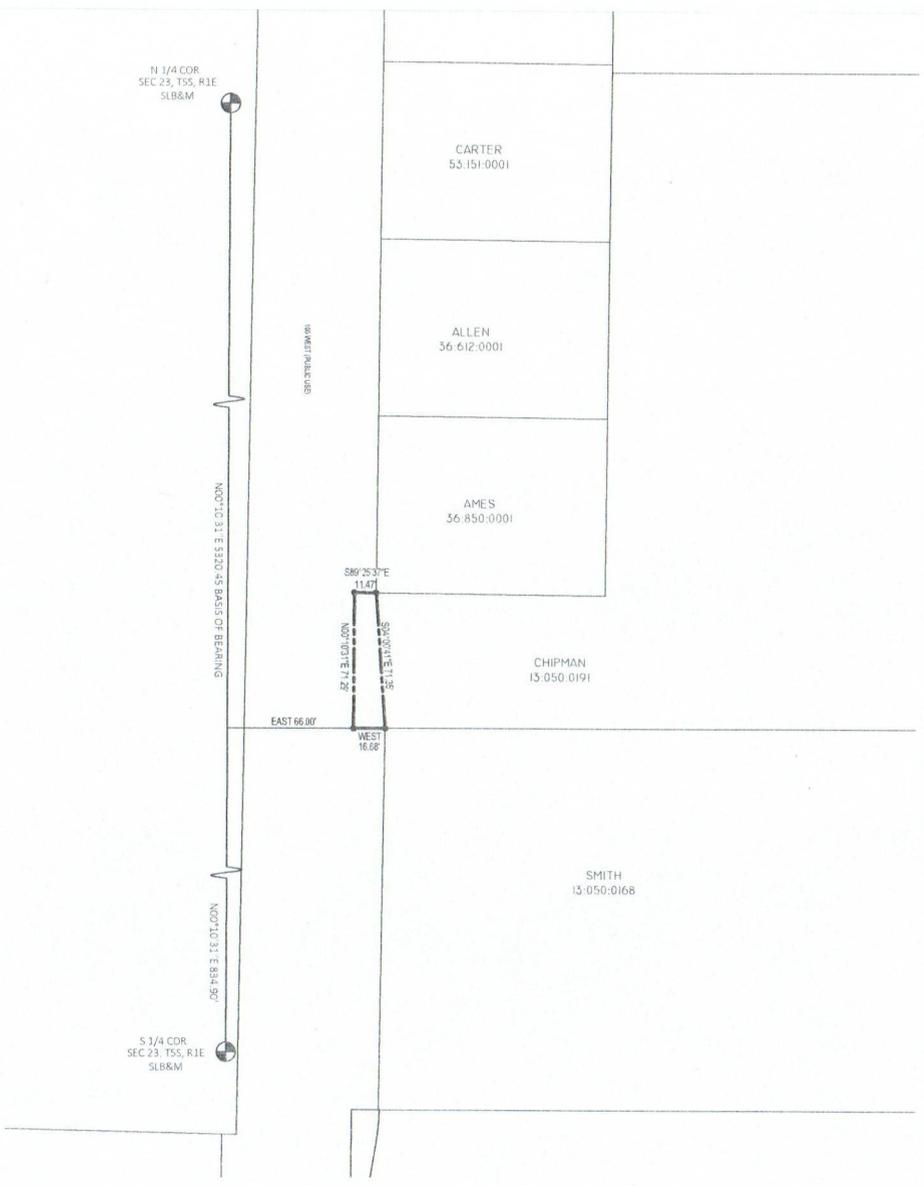
CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 1  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH  
 SCALE: 1"=50' FEET

SURVEYOR: \_\_\_\_\_ NOTARY PUBLIC: \_\_\_\_\_ CLERK/RECORDER: \_\_\_\_\_

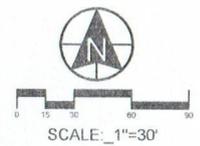
SURVEYOR  
**WILDING**  
 ENGINEERING  
 14721 SOUTH HERITAGE CREST WAY  
 SUITE 104-101 UTAH  
 (801) 953-8112

ENGINEER  
**berg**  
 CIVIL ENGINEERING  
 1000 WEST CENTER STREET  
 SUITE 100  
 AMERICAN FORK, UTAH 84303  
 (801) 281-1111

CHIPMAN - 100 W ROAD DEDICATION PLAT NO. 2  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



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



SURVEYOR  
**WILDING**  
 ENGINEERING  
 14721 SOUTH HERBERT STREET WEST  
 SUITE 101 UTAH  
 MID VALLEY UT 84042

ENGINEER  
  
 CIVIL ENGINEERING  
 1000 SOUTH 1000 WEST  
 SUITE 1000  
 MID VALLEY UT 84042

**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 (REGISTRATION), 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. I HAVE SUBMITTED SAID TRACT OF LAND AND A PUBLIC STREET TO THE PUBLIC USE OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 15-2-2(1) UTAH CODE ANNOTATED, 1953 AS AMENDED. I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECT.

DATE \_\_\_\_\_ (SEE SEAL NO. 9027)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED NORTH 00° 10' 31" EAST 834.90 FEET ALONG THE SECTION LINE AND EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN.  
 THENCE NORTH 00° 10' 31" EAST 71.29 FEET; THENCE SOUTH 89° 25' 37" EAST 114.7 FEET;  
 THENCE SOUTH 04° 00' 41" EAST 71.35 FEET; THENCE WEST 16.66 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 1.002 SF OR 0.02 ACRES

**OWNER'S DEDICATION**

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

NAME \_\_\_\_\_  
 TITLE: AUTHORIZED AGENT

**ACKNOWLEDGMENT**

STATE OF UTAH ) S.S.  
 COUNTY OF UTAH )  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME  
 WHO ACKNOWLEDGED HIMSELF TO BE \_\_\_\_\_ AND THE HE, AS SUCH AUTHORIZED AGENT, BEING AUTHORIZED SO TO DO,  
 EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

NOTARY PUBLIC: \_\_\_\_\_  
 NOTARY FULL NAME: \_\_\_\_\_ NOTARY COMMISSIONED IN UTAH  
 COMMISSION NUMBER: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH APPROVES THE DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC. THIS  
 DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_  
 CITY CLERK MEMBER \_\_\_\_\_ CITY CLERK MEMBER \_\_\_\_\_  
 CITY CLERK MEMBER \_\_\_\_\_ CITY CLERK MEMBER \_\_\_\_\_  
 APPROVED: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
 CITY ENGINEER CLERK-RECORDER

**PLANNING COMMISSION APPROVAL**

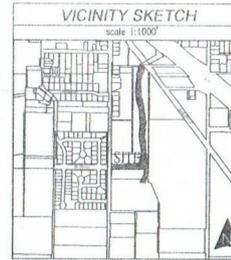
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ BY THE  
 AMERICAN FORK CITY PLANNING COMMISSION  
 PLANNER: \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION: \_\_\_\_\_

CHIPMAN - 100 WEST ROAD DEDICATION PLAT NO. 2  
 PORTION OF 100 WEST  
 LOCATED IN THE  
 SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH

SCALE: 1" = 30' FEET

SURVEYOR SEAL	NOTARY PUBLIC SEAL	CERK-RECORDER SEAL

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1  
 PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL  
 LOCATED IN THE  
 SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND  
 NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



**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 20, PROFESSIONAL ENGINEERS AND LAND SURVEYORS, UTAH CODE ANNOTATED, 1953 AS AMENDED, UTAH COMPILATION NO. 1. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW. I HAVE SUBMITTED SAID TRACT OF LAND INTO A PUBLIC STREET. I HAVE COMPLETED A SURVEY OF THE ENGINEERING DESCRIBED ON THIS PLAN IN ACCORDANCE WITH SECTION 12513.7, UTAH CODE, ANNOTATED, 1953 AS AMENDED. I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAN. I FURTHER CERTIFY THAT THIS PLAN IS TRUE AND CORRECT.

DATE \_\_\_\_\_ (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT LOCATED SOUTH 89°45'1" EAST 66.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 00°10'31" EAST 99.75 FEET; THENCE SOUTH 44°24'03" EAST 38.38 FEET; THENCE SOUTH 89°44'49" EAST 80.62 FEET; THENCE SOUTH 84°52'00" EAST 150.41 FEET; THENCE SOUTH 88°44'49" EAST 296.89 FEET; THENCE NORTH 00°40'41" EAST 145.67 FEET; THENCE NORTH 01°03'33" WEST 126.36 FEET; THENCE NORTH 02°29'19" WEST 110.60 FEET; THENCE NORTH 10°00'30" WEST 182.26 FEET; THENCE NORTH 00°43'00" EAST 126.41 FEET; THENCE NORTH 00°50'43" EAST 111.41 FEET; THENCE NORTH 00°43'32" WEST 99.72 FEET; THENCE NORTH 01°10'20" WEST 147.61 FEET; THENCE NORTH 10°49'00" WEST 194.29 FEET; THENCE NORTH 00°10'00" WEST 156.64 FEET; THENCE NORTH 00°00'00" EAST 360.57 FEET; THENCE NORTH 22°54'00" EAST 54.43 FEET; THENCE NORTH 00°00'00" EAST 69.29 FEET; THENCE SOUTH 89°49'56" EAST 65.18 FEET; THENCE SOUTH 31°29'12" EAST 55.78 FEET; THENCE SOUTH 37°17'58" EAST 3.88 FEET; THENCE SOUTH 19°18'57" WEST 143.88 FEET; THENCE SOUTH 14°24'40" WEST 95.83 FEET; THENCE SOUTH 03°00'00" EAST 233.44 FEET; THENCE SOUTH 11°18'00" EAST 233.86 FEET; THENCE SOUTH 07°45'22" EAST 258.68 FEET; THENCE SOUTH 08°00'00" WEST 273.81 FEET; THENCE SOUTH 02°48'19" EAST 480.00 FEET; THENCE SOUTH 01°40'00" EAST 282.74 FEET; THENCE SOUTH 31°02'33" EAST 81.80 FEET; THENCE SOUTH 00°40'42" EAST 170.87 FEET; THENCE SOUTH 00°00'00" WEST 86.50 FEET; THENCE SOUTH 01°10'00" WEST 60.51 FEET; THENCE SOUTH 28°47'42" WEST 57.45 FEET; THENCE SOUTH 11°22'01" WEST 37.88 FEET; THENCE NORTH 88°44'49" WEST 83.43 FEET; THENCE NORTH 10°54'22" EAST 25.80 FEET; THENCE NORTH 31°04'11" EAST 70.52 FEET; THENCE NORTH 07°02'00" EAST 63.68 FEET; THENCE NORTH 03'00'00" EAST 26.45 FEET; THENCE NORTH 89°44'49" WEST 38.34 FEET; THENCE SOUTH 88°14'20" WEST 189.31 FEET; THENCE NORTH 89°44'49" WEST 63.60 FEET; THENCE SOUTH 40°37'02" WEST 42.16 FEET; THENCE SOUTH 00°00'00" WEST 65.14 FEET; THENCE SOUTH 00°22'30" WEST 36.89 FEET; THENCE NORTH 00°03'51" WEST 148.82 FEET TO THE POINT OF BEGINNING.

CONTAINS 224,100 SF OR 5.14 ACRES

**OWNER'S DEDICATION**

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAN HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A STREET AND TRAIL CORRIDOR AND DO HEREBY DEDICATE SAID STREET AND TRAIL CORRIDOR AS SHOWN HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

NAME: BRAD FROST  
 TITLE: MAYOR OF AMERICAN FORK CITY

NAME: \_\_\_\_\_  
 TITLE: TRUSTEE OF THE CHIPMAN MARITAL TRUST DATED NOVEMBER 14, 2006

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
 COUNTY OF UTAH }  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ NOTARY PUBLIC, KNOWN TO ME TO BE THE EXECUTOR OF THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF AMERICAN FORK CITY, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF THE CITY.

NOTARY PUBLIC: \_\_\_\_\_  
 NOTARY FIRM NAME: \_\_\_\_\_ A NOTARY COMMISSIONED IN UTAH.  
 COMMISSION NUMBER: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

**ACCEPTANCE BY LEGISLATIVE BODY**

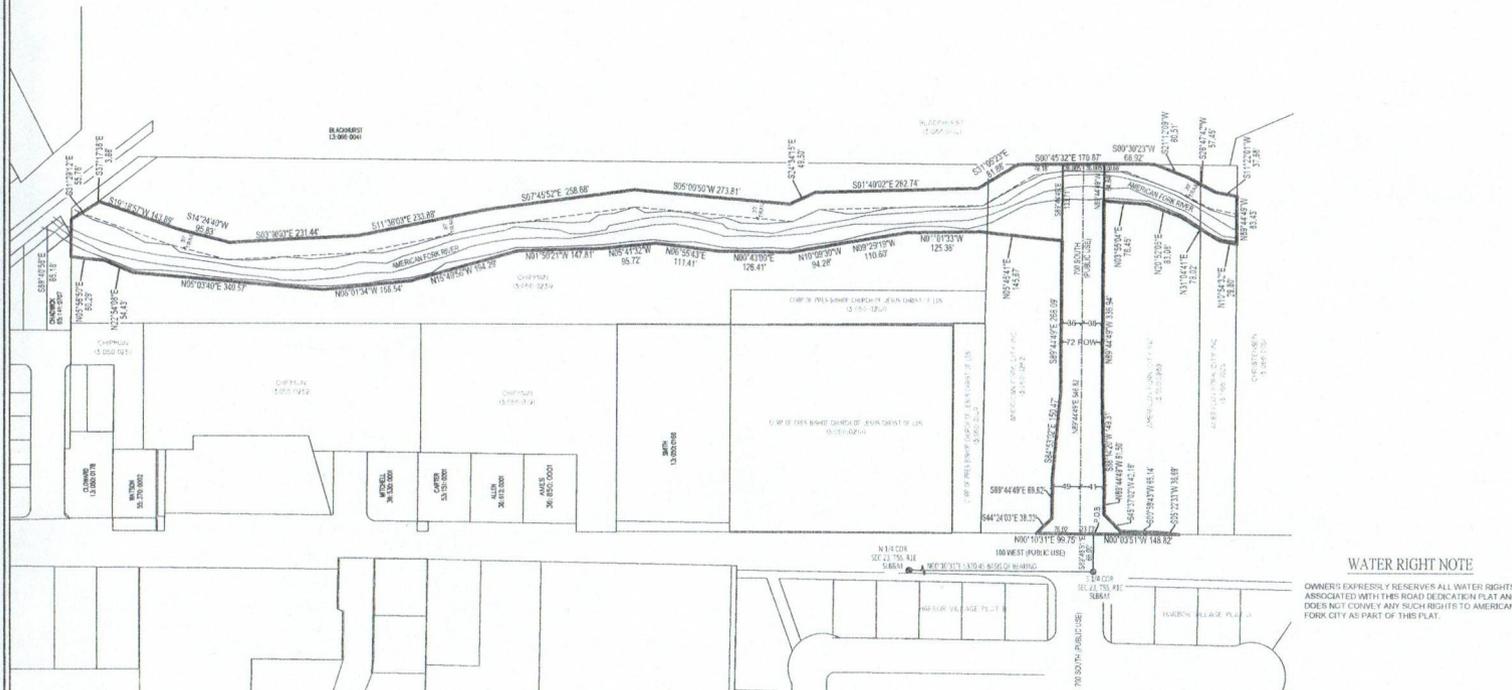
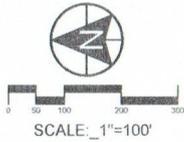
THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH APPROVES THE DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

APPROVED: \_\_\_\_\_ CITY ENGINEER  
 \_\_\_\_\_ ATTEST  
 \_\_\_\_\_ CLERK-RECORDER

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ BY THE AMERICAN FORK CITY PLANNING COMMISSION  
 PLANNER: \_\_\_\_\_ CHAIRMAN PLANNING COMMISSION: \_\_\_\_\_

CHIPMAN - 700 S ROAD DEDICATION PLAT NO. 1  
 PORTION OF 700 SOUTH, AMERICAN FORK RIVER AND RIVER TRAIL  
 LOCATED IN THE  
 SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, AND  
 NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
 SALT LAKE BASE AND MERIDIAN,  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH  
 SCALE 1" = 100 FEET



**WATER RIGHT NOTE**

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

SURVEYOR  
**WILDING**  
 ENGINEERING  
 1671 SOUTH HERMAN CREST WAY  
 RUTLAND, UT 84015  
 801.864.4112



20060305

# ATTACHMENT #5

## WATER DELAY AGREEMENT FOR ANNEXATION

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

### RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0252, 13:050:0239, 13:050:0191 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

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

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

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

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

### AGREEMENT

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

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

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

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost  
Bradley J. Frost, Mayor

Attest: Terilyn Lurker  
Terilyn Lurker, City Recorder

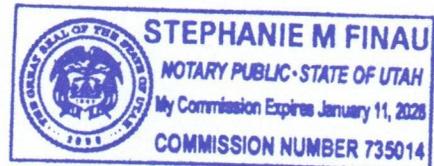
STATE OF UTAH )  
COUNTY OF UTAH ) :ss

On the 14<sup>th</sup> day of May, 2025, 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.

Stephanie M. Finau  
NOTARY PUBLIC

[OWNER]

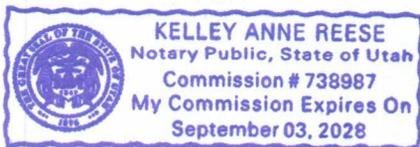
Howard Schmidt  
Schmidt, Howard



Trustee of the Trust of the Chipman Marital Trust U/A/D November 14, 2004 and Trustee of the Chipman Exemption Trust U/A/D November 14, 2004

STATE OF UTAH )  
COUNTY OF SALT LAKE ) :ss

On the 25 day of April, 2025, Howard Schmidt personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



KAR  
NOTARY PUBLIC

## **EXHIBIT A**

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

AFIC - No. 9158 of 5.17 shares for the Chipman Family Trust

AFIC - No. 9215 of 0.50 shares for the Chipman Family Trust

## WATER DELAY AGREEMENT FOR ANNEXATION

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

### RECITALS

WHEREAS Owner is the owner of Parcel Nos. 13:050:0172, 13:050:0240, 13:050:0149, (“**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

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

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

3. Conveyance of Committed Water. Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

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

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost  
Bradley J. Frost, Mayor

Attest: Terilyn Lurker  
Terilyn Lurker, City Recorder

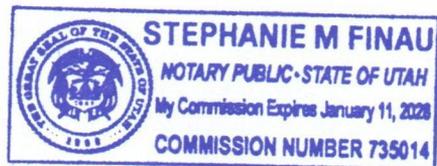
STATE OF UTAH )  
COUNTY OF Utah ) :ss

On the 14<sup>th</sup> day of May, 2025, 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.

Stephanie M Finau  
NOTARY PUBLIC

[OWNER]

James Dzinoku  
Corp of Pres Bishop Church of Jesus Christ of LDS



By JAMES DZINOKU  
Area Project Manager  
Title



STATE OF UTAH )  
COUNTY OF Salt Lake )

On the 25<sup>th</sup> day of April, 2025, James Dzinoku personally appeared before me and

STEPHANIE M FINAU  
NOTARY PUBLIC, STATE OF UTAH  
My Commission Expires 06/30/2025  
Commission Number 130945



KAREN S MOSEK  
Notary Public, State of Utah  
My Commission Expires on  
October 13, 2025  
Comm Number 130945



duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

  
NOTARY PUBLIC

## **EXHIBIT A**

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

Please reference assignment of water shares: AFIC - No. 9763 for the Corp of Pres Bishop Church of Jesus Christ of LDS

Date: 03/03/2023  
Receipt Number: 9925435  
Amount Paid: \$34.00

RECEIVED

MAR 03 2023

Utah Div. of Corp. & Comm. Code

**CERTIFICATE OF AUTHORITY**

I, **RUSSELL M. NELSON**, do hereby certify (a) that I am the President of The Church of Jesus Christ of Latter-day Saints, a global Christian faith and spiritual body, and by virtue of such office I am the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, formerly known as Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints; (b) that I am the person designated in the Articles of Incorporation of said corporation to sign and execute deeds and other instruments in writing and transact all business of said corporation pursuant to the provisions of Section 16-7-8 of the Utah Code Annotated, 1953, as amended; and (c) that, pursuant to said Section 16-7-8, I hereby designate and appoint **JAMES KOFI DZINEKU** as an agent authorized and empowered for and in behalf of said corporation sole to take the following actions for transactions involving real or personal property located within the United States of America and whose dollar value does not exceed \$3,000,000:

- (1) To execute deeds, easements and other instruments, purchase, sale, architectural, construction, repair, maintenance and other contracts, promissory notes, mortgages, bills of sale, assignments, notices, reports, title documents and other documents relating to the acquisition, purchase, sale, exchange, development, use, lease, maintenance, repair, improvement, taxation, encumbrance, and release thereof, or other disposition of real and personal property of any kind;
- (2) To execute, file and prosecute building permit applications, petitions, complaints and protests relating to real and personal property of any kind; and
- (3) To execute instruments, proxies, voting trusts, voting agreements and other documents relating to water rights and stock in water, canal, and irrigation companies.

This Certificate of Authority may be revoked at any time, for any cause or no cause, and in any event shall expire and no longer be force or effect upon the earliest of (a) three years from the date of execution and (b) termination of employment with The Church of Jesus Christ of Latter-day Saints.

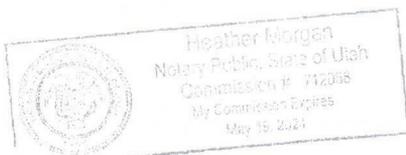
DATED and EXECUTED this 2 day of March 2023, at Salt Lake City, Utah.

**THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole.

By *Russell M. Nelson*  
Russell M. Nelson, Incumbent

UNITED STATES OF AMERICA )  
STATE OF UTAH : ss.  
COUNTY OF SALT LAKE )

On the 2 day of March 2023, personally appeared before me, Russell M. Nelson, personally known to me to be the President of The Church of Jesus Christ of Latter-day Saints and acknowledged to me that he signed the foregoing instrument as the incumbent of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.



*Heather Morgan*  
NOTARY PUBLIC in and for said County and State

MAR 3 '23 PM 2:14

**AN ORDINANCE OF THE AMERICAN FORK CITY COUNCIL RE-APPROVING AND RE-ENACTING THE CHIPMAN/STAKE CENTER ANNEXATION (23.991 ACRES LOCATED AT APPROXIMATELY 100 WEST 700 SOUTH); MAKING STATUTORY FINDINGS; EXTENDING MUNICIPAL BOUNDARIES; ASSIGNING THE PR 3.0 WITH SINGLE FAMILY DETACHED CLASSIFICATION; APPROVING AND RATIFYING THE AMENDED CHIPMAN/STAKE CENTER ANNEXATION AGREEMENT; SUPERSEDING PRIOR ORDINANCE NO. 2025-\_\_\_; AND PROVIDING FOR STATUTORY FILING AND EFFECTIVE DATE.**

**RECITALS**

WHEREAS, a Petition for Annexation, together with an accurate legal description and annexation plat for approximately 23.991 acres located at approximately 100 West 700 South in Utah County, Utah (the “Property”), was filed with American Fork City on October 7, 2024, by the Chipman Family Trust, The Church of Jesus Christ of Latter-day Saints, John D. & Elaine Watson, and American Fork City (collectively, the “Petitioners”); and

WHEREAS, the City Council accepted the Petition on October 22, 2024; and

WHEREAS, the City Recorder determined that the Petition complied with the applicable provisions of Utah Code Title 10, Chapter 2, and certification was provided to the Utah County Commission pursuant to Utah Code §10-2-405 (now amended and renumbered) on November 8, 2024; and

WHEREAS, the statutory protest period expired without sufficient protest to invalidate the annexation or require election under Utah Code Title 10, Chapter 2; and

WHEREAS, the City Council conducted a duly noticed public hearing on February 25, 2025 pursuant to Utah Code §10-2-407 (now amended and renumbered); and

WHEREAS, the City Council adopted an annexation ordinance on April 22, 2025 approving the annexation; and

WHEREAS, the City has determined that transmittal of the prior ordinance to the Office of the Lieutenant Governor was not completed within the timeframe contemplated by statute, and the City desires to eliminate any potential procedural ambiguity and ensure strict compliance with Utah Code Title 10, Chapter 2; and

WHEREAS, the City and Petitioners entered into an Annexation Agreement dated April 22, 2025; and

WHEREAS, the parties subsequently amended said Annexation Agreement on or about \_\_\_\_\_, 2026 (the “Amended Annexation Agreement”); and

WHEREAS, another properly noticed public hearing was held before the Planning Commission on March 18, 2026 at which the Planning Commission reconsidered the zoning designation assigned to the Property and the Amended Annexation Agreement; and

WHEREAS, the City Council has held another public meeting to reconsider and recodify the Property’s annexation; and

WHEREAS, the City Council desires to re-approve and re-enact the annexation and expressly approve and ratify the Amended Annexation Agreement in connection therewith; and

WHEREAS, the City Council finds that annexation of the Property promotes the health, safety, and general welfare of the City and is consistent with orderly growth and municipal service planning.

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

**SECTION 1. STATUTORY COMPLIANCE FINDINGS**

The City Council hereby finds and determines:

1. The Petition for Annexation satisfies the ownership and land area requirements of Utah Code Title 10, Chapter 2.
2. The Property is contiguous to the existing corporate boundaries of American Fork City as defined by statute.
3. All notice requirements required by Utah Code Title 10, Chapter 2 have been satisfied.
4. The statutory protest period expired without sufficient protest to defeat the annexation or require election.
5. The annexation complies in all respects with Utah Code Title 10, Chapter 2.
6. The annexation area can receive municipal services and the City has adopted a service plan demonstrating the feasibility of providing such services in accordance with Utah Code Title 10, Chapter 2.
7. The annexation area lies within the City’s designated annexation expansion area as reflected in the City’s adopted annexation policy plan.

**SECTION 2. APPROVAL AND EXTENSION OF CORPORATE BOUNDARIES**

1. The City Council hereby re-approves and re-enacts the annexation of the real property

described in Attachment “A” (Legal Description) and depicted in Attachment “B” (Annexation Plat).

2. The corporate boundaries of American Fork City are hereby extended to include the Property.
3. This ordinance expressly supersedes and replaces the annexation ordinance adopted April 22, 2025 with respect to the Property.

### **SECTION 3. FINDINGS, ZONING CLASSIFICATION AND SITE-SPECIFIC DEVELOPMENT STANDARD**

#### **A. Findings:**

1. The annexation area is suitable for residential development consistent with the City’s General Plan designation of Low Density Residential (approximately three dwelling units per acre).
2. The PR-3.0 Planned Residential Zone is intended to accommodate residential development at densities generally comparable to the R1-12,000 zone while allowing coordinated site design and preservation of open space.
3. The City Council finds that limiting residential development within the annexation area to detached single-family dwellings is appropriate to:
  - a. Ensure compatibility with surrounding residential neighborhoods;
  - b. Maintain low-density residential character consistent with the General Plan;
  - c. Manage infrastructure demand and traffic generation; and
  - d. Facilitate coordinated residential design consistent with the purposes of the PR-3.0 zone.
4. Pursuant to the City’s legislative land use authority and applicable provisions of state law governing development agreements and annexation, the City Council may establish site-specific development regulations applicable to the annexed property.
5. The detached-only limitation reflects the Council’s legislative determination regarding the appropriate residential form for the annexation area and does not alter the underlying density range contemplated by the PR-3.0 zoning district.

#### **B. Classification:**

Upon the effective date of annexation:

1. The Property shall be classified PR-3.0 (Planned Residential) subject to the site-specific development standards established in this ordinance.
2. The Property shall be subject to the provisions of the American Fork City Code applicable to the PR 3.0 zoning district.

#### **C. Site-Specific PR 3.0 Development Standard**

Pursuant to the City’s legislative zoning authority, the following site-specific modification of the PR-3.0 zoning standards shall apply exclusively to the Property:

1. Residential development within the annexation area shall be limited to detached single-family dwellings.
  2. Attached residential housing types, including but not limited to townhomes, stacked flats, or other attached dwelling forms, shall not be permitted within the annexation area.
  3. Residential density shall not exceed the density otherwise permitted within the PR-3.0 zone.
  4. All other development standards of the PR-3.0 zone shall apply unless expressly modified by this ordinance.
- D. The City Council declares that this provision constitutes a legislative zoning regulation applicable specifically to the annexed property and is adopted as part of the zoning designation for the property.

#### **SECTION 4. APPROVAL AND RATIFICATION OF AMENDED ANNEXATION AGREEMENT**

1. The City Council hereby approves, ratifies, and incorporates by reference the Amended Chipman/Stake Center Annexation Agreement dated \_\_\_\_\_, 2026, attached hereto as Attachment “D” and such agreement is incorporated by reference.
2. The Amended Annexation Agreement supersedes and replaces the prior Annexation Agreement dated April 22, 2025.
3. The Amended Annexation Agreement establishes implementation, dedication, property sale terms and other requirements and obligations agreed to by the parties.
4. The terms of the Amended Annexation Agreement shall run with the land as provided therein and shall be binding upon successors and assigns.
5. In the event of any conflict between the Amended Annexation Agreement and this ordinance, the zoning regulation in this ordinance shall control.
6. Nothing in the Amended Annexation Agreement shall be interpreted to expand or modify the zoning regulations established by this ordinance unless such modification is adopted through a subsequent legislative zoning action of the City Council.
7. The Mayor is authorized to execute the Amended Annexation Agreement on behalf of the City.

#### **SECTION 5. SERVICE PLAN CONFIRMATION**

The City Council reaffirms that municipal services, including police, fire, utilities, and public works services, can be provided to the Property in accordance with the adopted service plan and existing infrastructure capacity.

#### **SECTION 6. LEGISLATIVE CHARACTER OF ZONING DETERMINATION**

The City Council finds that:

1. The development limitations established by this ordinance constitute a legislative land use determination adopted through the same public notice and hearing procedures required for zoning regulations.
2. The site-specific development standards contained herein are adopted pursuant to the City's legislative authority to regulate land use and development.
3. The zoning classification of PR-3.0, as modified by this ordinance, reflects the City Council's policy determination regarding appropriate residential development within the annexation area.

#### **SECTION 7. FILING AND EFFECTIVE DATE**

1. The City Recorder is directed to transmit a certified copy of this ordinance, together with the annexation plat and legal description, to the Office of the Lieutenant Governor and to the Utah County Recorder as required by Utah Code Title 10, Chapter 2.
2. This ordinance shall become effective upon issuance of the certificate of annexation by the Lieutenant Governor or as otherwise provided by statute.
3. The City Recorder shall complete all post-adoption filings required by law.

#### **SECTION 8. SEVERABILITY AND FALLBACK ZONING**

If a court of competent jurisdiction determines that any provision of this ordinance is invalid, the remaining provision shall remain in full force and affect.

If a court of competent jurisdiction determines the detached-dwelling limitation established in Section 3 is invalid or unenforceable, the City Council declares that:

1. The zoning designation of the annexed property shall automatically revert to the R1-7500 Residential Zone; and
2. The City Council finds that the R1-7500 zoning classification most closely reflects the Council's legislative intent to limit the annexed property to detached single-family residential development.

PASSED AND ADOPTED by the City Council of American Fork City this \_\_\_\_ day of \_\_\_\_\_, 2026.

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Bradley J. Frost, Mayor

ATTEST:

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Terilyn Lurker, City Recorder

[EXHIBITS OMITTED]