

**AMERICAN FORK CITY COUNCIL  
AUGUST 25, 2020  
PUBLIC HEARING AND REGULAR SESSION AGENDA**

**\*NOTICE OF ELECTRONIC MEETING\***

*In accordance with Resolution No. 2020-07-20R and as determined by Mayor Frost, this City Council meeting will be held electronically as conducting the meeting at City Hall presents a substantial risk to the health and safety of the public due to COVID-19. You may watch the meeting live-streamed at <https://www.americanfork.gov/AgendaCenter>. Those wishing to make comment should email their comments to [zoompubliccomment@afcity.net](mailto:zoompubliccomment@afcity.net) prior to 5:00 p.m. the day of the meeting for the comments to be read into record. Please indicate in the subject line which item your comment refers to.*

The American Fork City Council will hold a public hearing in conjunction with the regular session on Tuesday, August 25, 2020, electronically, commencing at 7:00 p.m. The agenda shall be as follows:

**PUBLIC HEARING**

- Receive public comments regarding the vacation of portions of public utility easements at the following locations: 1051 North 700 West Circle, 1173 East 450 North, and 640 North 650 West.

**REGULAR SESSION**

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

**COMMON CONSENT AGENDA**

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

1. Approval of the July 21, 2020 work session minutes.
2. Approval of the July 28, 2020 city council minutes.
3. Approval of the August 4, 2020 work session minutes.
4. Ratification of city payments (August 5, 2020 to August 18, 2020) and approval of purchase requests over \$25,000.
5. Approval of an amended Memorandum of Understanding formalizing a multi-jurisdictional agreement with Utah County.

**ACTION ITEMS**

1. Review and action on an ordinance approving the vacation of an easement at 1051 North 700 West Circle.
2. Review and action on an ordinance approving the vacation of a portion of an easement at 1173 East 450 North.
3. Review and action on an ordinance approving the vacation of a portion of an easement at 649 North 650 West.

4. Review and action on granting an easement located at 275 East 200 North to Rocky Mountain Power.
5. Review and action on subdivisions, commercial projects, condominiums, and PUD's including 1) plat approval; 2) method of satisfaction of water rights requirements; 3) posting of an improvement bond or setting of a time frame for improvement installation; and 4) authorization to sign the final plat and acceptance of all dedications to the public and to have the plat recorded.
  - a. Review and action on the final plat for American Fork Apartments, located at approximately 850 West 250 South in the TOD zone.
  - b. Review and action on the final plat of Searle Meadows Subdivision, Lot 25 Amendment, located at approximately 1051 North 700 West Circle in the R1-12,000 zone.
  - c. Review and action on the final plats of Rockwell Ranch Block 1 Phase 1, Plats A-D Condominium, located at approximately 1080 West 420 South in the TOD zone.
  - d. Review and action on the final plat of Rockwell Ranch Block 1 Phase 2, located at approximately 1000 West 360 South in the TOD zone.
6. Review and action on an ordinance approving amendments to Section 15.01.110 of the city code relating to easements.
7. Review and action on a resolution approving a land use map amendment from the General Commercial to the Public Facilities designation, located in the area of 1730 N. North County Boulevard.
8. Consideration and action to enter into a closed session to discuss the character or professional competence of individuals, to discuss pending or reasonably imminent litigation, to discuss the purchase, lease or sale of real property, or to discuss other items described in Utah State Code 52-4-204 and 52-4-205.
9. Adjournment.

Dated this 20 day of August 2020.



Terilyn Lurker  
City Recorder

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



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Recorder Director Approval Terilyn Lurker

**AGENDA ITEM** Approval of an amended Memorandum of Understanding formalizing a multi-jurisdictional agreement with Utah County.

**SUMMARY RECOMMENDATION**

The Police Chief would recommend approval.

**BACKGROUND**

On January 24, 2020, the city council approved this agreement which outlined the procedures and protocols that would be used in Utah County that would benefit from a multi-jurisdictional investigative team. This investigative task force helps ensure that uniform procedures are followed throughout the county and helps investigations to be conducted professionally, thoroughly, and impartially.

This MOU makes minor modifications to the Utah County OIC protocol that allows for additional investigative supervisors to be selected by the Utah County Chief's Association to help ensure that an agency's personnel will not be called upon to participate in an incident involving their home agency.

The amended MOU includes the following additions/changes:

- Page 7 - definition for the Utah County Forensic/Evidence Unit
- Page 10 - Modifications
- Page 17 - Reporting
- Page 19 - Evidence
- Page 20 - GRAMA requests
- Page 21 - Section d of Reporting to the Board and Training

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

Approval of the Common Consent Agenda will include the approval of this MOU.

**SUPPORTING DOCUMENTS**

OICI Protocol Rev July 2020 (PDF)

# Utah County Law Enforcement Executives

## Contractual Agreement for Officer Involved Critical Incident Protocol



Attachment: OICI Protocol Rev July 2020 (MOU - Police)

Revised July 2020

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**UTAH COUNTY**  
**OFFICER INVOLVED CRITICAL INCIDENT TASK FORCE**  
**CONTRACTUAL AGREEMENT**

**THIS CONTRACTUAL COOPERATION AGREEMENT** ("Agreement") is entered into this 2, day of March 2020, by and between the following higher education, municipal, and government entities for and on behalf of their respective law enforcement agencies: Alpine City, American Fork City, Brigham Young University, (solely for and on behalf of University Police, the remainder of the university being a private entity), Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County for the purpose of facilitating the establishment of the Utah County Officer Involved Critical Incident Task Force hereby now referred to as OICI Task Force. The parties to this Agreement are sometimes referred to collectively as the "Parties" or individually as a "Party."

**R E C I T A L S:**

- A. UTAH CODE ANN. §76-2-408 (the "OICI Statute") sets forth requirements for the Investigation of Officer Involved Critical incidents ("OICI") delineated in the statute.
- B. The OICI Statute requires every law enforcement agency to adopt and post by December 31, 2015, (1) the policies and procedures the agency has adopted to select the investigating agency that will investigate an OICI that occurs in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI; and (2) the protocols the agency has adopted to ensure that every OICI investigation conducted in its jurisdiction is conducted professionally, thoroughly, and impartially.

- C. The Parties have determined that the formation of a Utah County OICI Task Force (hereinafter referred to as "Utah County Task Force" or "OICI Task Force") that will serve as the investigating agency for OICI's that occur in Utah County will ensure that any investigation of an OICI will be conducted professionally, thoroughly and impartially.
- D. The Parties have determined that the Utah County OICI Task Force will be governed by the Utah County OICI Protocol established to provide uniform procedures for the investigation of OICI's.
- E. The utilization of a Utah County OICI Task Force to investigate OICI's is beneficial to the Parties, the citizens of Utah County and the officers who are involved in OICI's.

**NOW, THEREFORE**, in consideration of the mutual covenants and undertakings of the Parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **General Purpose.** The purpose of this Agreement is to form a Utah County OICI Task Force to meet the requirements set forth in the OICI Statute and to provide improved OICI investigations while avoiding conflicts of interest. The Parties declare that there is a county-wide need for a Utah County OICI Task Force.
2. **Definitions.**
  - a. **Actor.** Any person whose act or actions result in an Officer Involved Critical Incident as defined herein.
  - b. **Administrative Investigators.** Those investigators assigned by the Employer Agency to conduct an administrative investigation of the incident.
  - c. **Advisory Board.** The Advisory Board that shall govern the administration of the OICI Protocol shall include the County Attorney or designee thereof, two City Attorney's from Protocol Member Agencies who have been nominated and agreed upon by a majority of the members of the Advisory Board, and a designee from each Protocol Member Agency.
  - d. **Case Officer.** The OICI Task Force investigator assigned by the incident manager to organize and supervise the collection of reports, and write a comprehensive incident report of the incident and investigation.
  - e. **Crime Scene Supervisor.** The OICI Task Force investigator assigned by the Incident Manager to supervise the crime scene(s).
  - f. **Criminal Investigators.** Those investigators assigned by the County Attorney's Office and the Venue Agency, to conduct a criminal investigation of the incident.
  - g. **Employee.** Unless otherwise indicated the word "employee" as used herein refers to the following employees of those agencies participating in this OICI Protocol:

- i. Full-time, part-time, and hourly sworn peace officers, whether on or off-duty and acting for a law enforcement or private purpose at the time of the incident.
- ii. Reserve peace officers who, at the time of the incident, are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
- iii. Temporary employees and volunteers, paid or unpaid, who, at the time of the incident are on-duty or are acting actually, apparently, or purportedly for a law enforcement purpose.
- iv. Informants: This OICI Protocol does not intend to create an employer-employee relationship between an informant and any agency participating in this OICI Protocol. For the sole purpose of determining when an Officer Involved Critical Incident has occurred and whether the incident will be investigated, informants are considered employees when they are working under the immediate direction, control, and supervision of a peace officer.
- h. Employer Agency. The agency by whom the police employee involved in the OICI is employed or with which he/she is affiliated. In many cases the Venue Agency will also be the Employer Agency.
- i. Incident Manager. The OICI Task Force investigator assigned by the Task Force Manager/Commander and the Venue Agency Chief to manage the investigation of the incident.
- j. Injured. Any person who is injured by the act or actions of the actor which results in an Officer Involved Critical Incident. When used in this OICI Protocol, the word injured does not imply the existence or commission of a crime or inference of any liability, but is used simply to designate the person or persons injured.
- k. Interview Supervisor. The OICI Task Force investigator assigned by the Incident Manager to organize and supervise the interviews of witnesses and officers involved in the OICI.
- l. Investigating Agency. The OICI Task Force is composed of officers/employees from multiple law enforcement agencies.
- m. Officer Involved Critical Incident. An incident which occurs in any city, town, or unincorporated area of Utah County and involves any employee of the Protocol Member Agency and includes but is not limited to the following:
  - 1) The use of a dangerous weapon by an officer against a person that causes injury to any person;
  - 2) Death or serious bodily injury to any person, except the Officer, resulting from the use of a motor vehicle by an officer while on duty, or use of a government vehicle while the officer is off duty;
  - 3) The death of a person who is in law enforcement custody, but not including deaths that are the result of disease, natural causes, or conditions that have been medically diagnosed prior to the person's death.
  - 4) Death or serious bodily injury to a person resulting from the efforts of an officer attempting to prevent a person's escape from custody, make an arrest, or otherwise gain physical control of a person; and

5) The use of deadly force by an officer against a person that causes damage to property but not death or serious bodily injury. However, in this situation, unless the Venue Agency Chief or the County Attorney request an investigation, none will be performed.

- n. **OICI Protocol:** the procedure and rules governing the Protocol Member Agencies' responses to OICI's as outlined in this Agreement.
- o. **Protocol Member Agency.** Any law enforcement agency operating in Utah County and which has committed to participation in this OICI Protocol.
- p. **Task Force Command.** Advisory Board and designated Task Force Manager/Commander.
- q. **Task Force Manager/Commander.** The command level OICI Task Force investigator assigned to manage/supervise an OICI Task Force investigation. This/these person(s) is/are nominated and voted on by the Advisory Board.
- r. **Utah County Forensic/Evidence Unit.** Employees of the Utah County Forensic/Evidence Department trained in the gathering and processing of possible crime scenes or other areas of interest.
- s. **Venue Agency.** The agency or agencies within whose geographical jurisdiction the incident occurs.

3. **Utah County OICI Task Force Jurisdiction.** The OICI Task Force shall have jurisdiction throughout Utah County to investigate OICI's. Each Party to this Agreement hereby expressly consents to allow the OICI Task Force to investigate OICI's that occur in its jurisdiction when one or more of its officers are alleged to have caused or contributed to the OICI.

4. **Property Acquisition.** No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds or disposes of any real or personal property for use in the joint undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

5. **Consideration.** The consideration for this Agreement consists of the mutual benefits and exchange of promises provided herein.

6. **Counterparts.** This Agreement may be executed in counterparts by the Parties. All signed counterparts shall be deemed to be one original.

7. **Binding Agreement.** This Agreement shall be binding upon and shall insure to the benefit of the successors and assigns of the respective Parties hereto.

8. **Captions, Recitals.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or

provisions of this Agreement or the intent hereof. The recitals form an integral part of this Agreement and are hereby incorporated.

9. **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.
10. **Interpretation.** This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the state of Utah or any other jurisdiction).
11. **Notice.** All notices and other communications provided for in this Agreement shall be in writing and shall be sufficient for all purposes if: (a) sent by email to the address a Party may designate, or by fax to the fax number a Party may designate, and concurrently sent by first class mail to the Party and the Party's legal office; (b) personally delivered; or (c) sent by certified United States Mail addressed to the Party at the address the Party may designate, return receipt requested. Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the Parties at their respective addresses.
12. **Governmental Immunity.** All Parties, or their respective law enforcement agencies or departments are governmental entities under the Governmental Immunity Act of Utah, UTAH CODE ANN. §§ 63G-7-101 to -904 (2011), as amended (the "Act"). Subject to and consistent with the terms of the Act, each Party, or their respective law enforcement agencies or departments shall be liable for its own negligent acts or omissions, or those of its authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and no Party shall have any liability whatsoever for any negligent act or omission of any other Party, its employees, officers, or agents. No Party, or their respective law enforcement agencies or departments waives any defenses or limits of liability available under the Act and other applicable law. All, or their respective law enforcement agencies or departments Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.
13. **Ethical Standards.** The Parties to this Agreement each represent that they have not: (a) provided an illegal gift or payoff to any officer or employee, or former officer or employee, or to any relative or business entity of an officer or employee, or relative or business entity of a former officer or employee of any of the Parties; (b)

retained any person to solicit or secure participation in this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute; or (d) knowingly influenced, and hereby promise that they will not knowingly influence, any officer or employee or former officer or employee of any Party to breach any of the ethical standards set forth in State statute.

**14. Assignment.** No Party may assign any of its rights or delegate any performance under this Agreement. Any attempt to assign any rights or delegate any performance under this Agreement shall be void.

**15. Responsibility for OICI Task Force Members.** Each Protocol Member Agency shall fund all salaries, benefits, and other obligations for its employees assigned to the OICI Task Force.

**16. Insurance.** Each Protocol Member Agency shall be solely responsible for providing workers' compensation and benefits for its own employees who provide services under this Agreement. Each Protocol Member Agency shall obtain insurance, become a member of a risk pool, or be self-insured to cover the liability arising out of negligent acts or omissions of its own personnel rendering services under this Agreement.

**17. Effective Date.** This Agreement shall become effective when at least two Parties named above each execute an original or copy of the Agreement as required by law.

**18. Term.** The term of this Agreement shall be three (3) years from the effective date, unless the Parties agree in writing to terminate the Agreement prior to the expiration of the initial term of the Agreement. Renewals shall occur automatically thereafter every three (3) years, for a period of up to fifty (50) years, unless the Parties agree in writing that the Agreement shall not be renewed.

**19. Termination by Any Party.** Any Party to this Agreement may terminate its involvement with the OICI Task Force and this Agreement at any time prior to the expiration of the term of the Agreement. Such termination shall be provided via written notice to the Advisory Board in care of the Utah County Attorney, 100 East Center Street, Suite 2100 Provo, Utah 84606. and shall be effective upon delivery to the Advisory Board. Notwithstanding such termination, any terminating Party will agree to complete its involvement in any investigations that are open at the time that written notice to terminate is delivered.

**20. Claims and Disputes.** Claims, disputes and other issues between the Parties arising out of or related to this Agreement shall be decided by litigation in the Fourth

Judicial District Court of Utah County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, each of the Parties shall continue to perform its obligations hereunder during the pendency of such dispute.

**21. Integration.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings concerning the subject matter of this Agreement.

**22. Rights and Remedies.** The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provision(s) hereof.

**23. Modification.** This Agreement may be modified in the following manner:

- a. When modifying the intent of any part of this Agreement it shall be done by a writing signed by all parties hereto.
- b. When making minor modifications that do not change the intent of the Agreement it shall be done by majority vote. Notification to all parties hereto will be made of the minor modification.

**24. Additional Parties.** Any entity within Utah County which is subject to the provisions of the OICI Statute, and who is not an original party to this Agreement, may apply in writing to become a Party to this Agreement. The applicant shall become a Party to this Agreement upon (a) the approving vote of at least seventy-five (75) percent of the members of the Advisory Board; and (b) the approved applicant's execution and delivery of a counterpart of this Agreement whereby under the approved applicant agrees to be bound by all of the terms and conditions of this Agreement. Subject to the foregoing, the Parties' formal amendment to this Agreement for the purposes of admitting an applicant as an additional Party shall be unnecessary.

**25. Invocation of the OICI Protocol.**

This protocol is effective immediately upon the occurrence of an Officer Involved Critical Incident.

- i. In the event of an Officer Involved Critical Incident as defined by UCA 76-2-408, this OICI Protocol is automatically effective.
- ii. The Venue Agency Chief shall immediately notify the County Attorney's Office of an Officer Involved Critical Incident.
- iii. The Venue Agency is required to immediately contact the Task Force Manager/Commander indicating the OICI Protocol has been invoked.
- iv. The Venue Agency Chief, the Utah County Attorney, and the Task Force Manager shall:
  - 1) Jointly designate the task force personnel to investigate the Officer Involved Critical Incident; and

- 2) Designate which law enforcement agency is the lead investigative agency, if the Officer Involved Critical Incident involves multiple investigations.
- v. The lead investigating agency may not be the law enforcement agency employing the officer who is alleged to have caused or contributed to the Officer Involved Critical Incident.
- vi. Optional: Each Protocol Member Agency, when acting in the capacity of a Venue Agency or Employer Agency, may request activation of the OICI Protocol upon the occurrence of any Officer Involved Critical Incident involving an employee. The Task Force Command will consider the circumstances of the incident when determining whether or not to invoke the OICI Protocol. Upon this optional invocation, the matter will be investigated under the provisions of the OICI Protocol.
- vii. This section does not preclude the Employer Agency from conducting an internal administrative investigation.

**26. Investigative Agencies, Formats and Responsibilities.** To properly recognize and accommodate the various interests and the various rules of law which may be involved in an incident, investigations may be performed under two separate investigative formats: the criminal investigation and the administrative investigation.

**27. Criminal Investigation.**

- a. A criminal investigation that commences pursuant to the invocation of this OICI Protocol has priority over any parallel administrative investigation and will begin immediately following the incident for which this OICI Protocol is invoked.
- b. The criminal investigation of an Officer Involved Critical Incident commences with the invocation of this OICI Protocol, whether that invocation occurs automatically or at the direction of the Venue Agency Chief. Upon the invocation of this OICI Protocol the Venue Agency Chief and the Task Force Manager will select an Incident Manager. Such selection will be from a list of investigators constituted and maintained by Protocol Member Agencies. The selection of an Incident Manager may be made without respect to the rank or title of other investigators on the list who may also be asked to participate in the investigation.
- c. The Venue Agency Chief or his/her designee and the Task Force Manager/Commander shall inform the Incident Manager of the facts of the Officer Involved Critical Incident. The Incident Manager shall then assemble a task force of additional investigators of sufficient numbers to thoroughly and properly investigate the incident for which the OICI Protocol has been invoked. The selection of additional investigators by the Task Force Manager/Commander and the Incident Manager shall also be from the list of specifically designated employees constituted and maintained by Protocol Member Agencies.
- d. Among those investigators selected to constitute the OICI Task Force conducting the criminal investigation there shall be one representative of the Employer Agency. The Incident Manager shall not be from the Employer Agency. One

Deputy Utah County Attorney shall also be designated a member of the OICI Task Force by the Incident Manager as well an investigator from the Utah County Attorney's Office.

**28. Venue Determination.**

- a. When an Officer Involved Critical Incident occurs in part in two or more jurisdictions, each of those jurisdictions is a Venue Agency and the respective Venue Agency Chiefs shall jointly appoint the Incident Manager.
- b. When an Officer Involved Critical Incident occurs on the boundary of two jurisdictions, or under circumstances that make determination of the Venue Agency difficult or places venue in dispute the Venue Agency shall be:
  - i. The Employer Agency if the Actor is employed by either boundary agency;
  - ii. Both boundary agencies if Actors are employed by both; or
  - iii. The agency which has the greater interest in the case by virtue of having the predominant police involvement in the incident or by virtue of having had the majority of acts leading up to the incident occur within its jurisdiction.
  - iv. The Advisory Board shall be the authority to resolve any Venue Agency investigative issues.
- c. Custodial deaths:
  - i. A subject who dies in police or corrections custody falls under the Protocol. If the death was anticipated and the result of a medical condition under the care of a physician, it will be considered an attended death and the OICI Task Force should not respond in accordance with UCA §76-2-408.
  - ii. If the death occurred at a correctional facility, police agency building, or holding area, the Venue Agency is the agency having control of the facility, building, or holding area.
  - iii. If the death occurred outside a correctional facility, the agency having jurisdiction in the area will act as the Venue Agency. The Employer Agency would be the agency that had custody of the subject. Using this scenario, the Venue Agency and employer agency could be the same.
  - iv. Custodial Death Scenes: When an incident occurs in a correctional facility, holding facility or other location and other inmates may be witnesses, those inmates should be identified, and if possible, separated, pending interviews by OICI Task Force investigators.

**29. Scene Security.**

- a. The Venue Agency is responsible for immediately securing the scene of an Officer Involved Critical Incident. This responsibility includes the preservation and integrity of the scene(s) and its contents, access, control, and the identification and sequestration of witnesses. Responsibility for scene security may change as the investigation continues and the Incident Manager assumes responsibility for the criminal investigation. If, in the judgment of the senior representative of the Venue Agency, weather, or other factors make it imperative

that evidence collection begins prior to the designation of the Incident Manager and constitution of the investigative team, such steps may be taken at the direction of and under the supervision of that representative of the Venue Agency.

- i. The following crime scene procedures and priorities will be observed as fully as circumstances permit:
  - 1) The scene shall be controlled to prevent further injury or criminal activity.
  - 2) Emergency life saving measures have first priority.
  - 3) Injured persons transported to a hospital will be accompanied, in the same vehicle if possible, by a police officer from the Venue Agency who will:
    - (a) Identify, locate, preserve, and take custody of physical evidence which may leave the scene with the injured person.
    - (b) Note and record as accurately as possible any spontaneous or excited utterances or statements which would describe the person's previous mental or physical state or any dying declaration.
    - (c) Maintain custody of the injured person if that person has been arrested.
    - (d) Provide information as may be known, which is necessary for the medical treatment of the injured person.
    - (e) Coordinate and communicate as necessary with investigators at the scene.
    - (f) Provide all information acquired to the Crime Scene Supervisor or Incident Manager.
  - 4) If a firearm or other deadly instrument was used in the Officer Involved Critical Incident, procedures at the scene shall be as follows:
    - (a) If the area is secure, loose firearms or other deadly instruments shall be left in place and undisturbed until removal is directed by the Crime Scene Supervisor or Incident Manager.
    - (b) If the area is not secure the senior representative of the Venue Agency shall decide whether any loose firearms or deadly instruments can be safely left in place or whether immediate removal is necessary. If it is determined that the item or items must be removed immediately all efforts shall be made to photograph the item in place and establish its location with reference to other fixed points.
    - (c) If any officer still has personal possession of a firearm discharged in the course of an Officer Involved Critical Incident, the senior representative present of the Venue Agency shall assign a peer support officer to the officer that discharged his/her firearm to insure the evidentiary value of the weapon is not compromised. When appropriate as deemed by the Venue Agency, and for safety and evidentiary purposes, the firearm, holster/case and duty belt may be taken as a unit without removing the firearm from the holster/case. As deemed appropriate by the Employer Agency, the involved officer may

be given a replacement firearm and duty belt as soon as practical. The items taken shall be immediately secured in a manner consistent with their preservation as items of evidence. The items shall be so maintained until further disposition is ordered by the Crime Scene Supervisor or Incident Manager. The Venue Agency representative to whom the firearms are surrendered shall document facts pertinent to the collection of the items, specifically the make and caliber of the firearm, the person from whom it was received, the item's location at the time it was received, the condition of the item and an indication of how it was used in the incident under investigation. Unless necessary for safety, no attempt shall be made to change the condition of the firearm at the time of its surrender. It shall not be unloaded nor cleared of a jam. The firearm may be made safe to handle by lowering the hammer or putting on the safety so long as those actions taken to make the firearm safe are documented fully by the person taking the actions.

- 5) Law Enforcement Employee Clothing: As deemed appropriate by the Incident Manager, Crime Scene Supervisor, or Interview Supervisor, any officer who discharged a firearm during the course of an Officer Involved Critical Incident, may be required to surrender his or her uniform and any outer-wear worn during the time of the incident.
- 6) Recording Devices (any device designed to capture audio, video or photographic data or images, including but not limited to body cameras, dash cameras, video cameras, cameras, cell phones, audio recorders, etc.) shall be handled in accordance with the following:
  - (a) If any involved or witness officer(s) has personal possession of a recording device during the course of an Officer Involved Critical Incident, the on-scene supervisor or senior representative of the Venue Agency, will insure the recording device is made available to the Incident Manager or his/her representative upon arrival or as soon as practical.
  - (b) The supervisor or senior representative of the Venue Agency will not review any recordings made on the device unless necessary for the safety of others (any review of a recording device may change the recording's metadata).
  - (c) At a minimum the supervisor or senior representative of the Venue Agency shall document the collection of the recording device, including the make and model of the recording device, the person from whom it was received, the time and location it was received, the condition of the device and an indication of how it was used in the incident under investigation.
  - (d) The supervisor or senior representative of the Venue Agency, prior to reviewing or downloading the device's contents, will release the device

to the Incident Manager or his/her representative. The Incident Manager (or his/her designee) will download or oversee the download of the contents of the recording device and will provide a copy of the downloaded contents to the Venue Agency as soon as practicable. When practical the recording device will be maintained by the Incident Manager until further disposition is ordered by the County Attorney or his/her designee.

- 7) Other evidence and the identity of all witnesses shall be preserved.

**30. Notifications.** Upon identification of an Officer Involved Critical Incident, the Venue Agency shall make the following notifications as promptly as possible:

- a. Intra-department officers as required by the agency's procedures;
- b. The Employer Agency, if applicable and if not yet aware;
- c. The County Attorney or designee; and
- d. The Medical Examiner or designated Investigator upon confirmation of a fatality consistent with the requirements of Utah Code.

**31. Appointment of Investigators by Protocol Member Agency.**

- a. Each Protocol Member Agency shall designate at least one of its most experienced criminal investigators to be available to participate in the investigation of an Officer Involved Critical Incident. A list of those officers so designated shall be maintained by the Task Force Manager/Commander and be updated semi-annually. A copy of the list shall be provided to each Protocol Member Agency and it is from this list that the Venue Agency Chief and Task Force Manager/Commander shall designate the Incident Manager and from which the task force conducting the criminal investigation of any Officer Involved Critical Incident shall be assembled.
- b. When assembling the OICI Task Force Investigative team for an OICI, the Venue Agency and the Task Force Manager/Commander will, in an effort to avoid creating too much work load for any one agency, take into consideration the number of investigators assigned from any one Protocol Member Agency.
- c. In designating investigators to be listed as available to participate in an Officer Involved Critical Incident investigation, Protocol Member Agencies should consider the following qualifications, characteristics, and attributes of those designated:
  - i. Experience in homicide investigations as well as other crimes against persons.
  - ii. The ability to effectively interview people of various backgrounds including police officers.
  - iii. Good working knowledge of physical evidence collection and preservation techniques and an appreciation of the use and limitations of scientific evidence.

- iv. Good knowledge of police operational procedures and the criminal justice system.
- v. Excellent report writing and communication skills.
- vi. Good organizational and supervisory skills.
- vii. Respected professionally by those whom he or she works for being competent, thorough, objective, fair, and honest.
- viii. Ability to both participate in and direct a complicated investigation.

### **32. Transporting, Sequestering, and Interviewing Officers in an OICI.**

- a. Officers who were present at the scene at the time of an Officer Involved Critical Incident, whether as Actors or witnesses, will be relieved of their duties at the scene as promptly as possible and shall be sequestered at their own police station unless other suitable and agreeable arrangements are made for them. Officers from the Venue Agency not involved in the OICI shall be assigned to accompany officers involved in the OICI and remain with them to ensure their privacy, accommodate their needs, and preserve the integrity of each witness officer's report as they may be gathered later. It is highly recommended that certified peer support officers be used during this time.
- b. If circumstances prohibit the removal of all officers involved in the OICI from the scene at one time, those officers who can be identified as Actors as defined herein should be relieved first.
- c. OICI Task Force investigators, witnesses and officers involved in the OICI should be allowed to contact spouses and family members and should be encouraged to relax. Officers involved in the OICI are allowed legal assistance and/or representation prior to and during interviews.
- d. Generally speaking, involved officers will not be interviewed for at least forty-eight hours after the incident in order to provide the best opportunity for recall (two sleep cycles). The involved officer's interview will be transcribed and serve as the officer's report.

### **33. Video Evidence.**

- a. If an Officer Involved Critical Incident is captured on video, the review of this video by the officer is permitted prior to any report writing or interviews. Prior to the involved officer reviewing the video, the task force investigator will read the following advisory:
  - i. Video Advisory:
 

"You are about to view a camera recording of a use-of-force event. Understand that while this recording depicts visual information from the scene, the human eye and brain are highly likely to perceive some things in stressful situations differently than a camera records them, so this photographic record may not reflect how the involved officer actually perceived the event."

The recording may depict things that the officer did not see or hear. The officer may have seen or heard things that were not recorded by the camera. Depending on the speed of the camera, some action elements may not have been recorded or may have happened faster than the officer could perceive and absorb them. The camera has captured a 2-dimensional image, which may be different from an officer's 3-dimensional observations. Lighting and angles may also have contributed to different perceptions. And, of course, the camera did not view the scene with the officer's unique experience and training.

Hopefully, this recording will enhance your understanding of the incident. Keep in mind, though, that these video images are only one piece of evidence to be considered in reconstructing and evaluating the totality of the circumstances. Some elements may require further exploration and explanation before the investigation is concluded."

#### **34. Reports.**

- A. Inasmuch as Officer Involved Critical Incidents are of intense interest to the public, expeditious and thorough investigation and resolution of these matters is necessary. Prompt completion and distribution of reports is essential.
- B. A Spillman Report Management System Case number will be obtained by the Case Officer, Incident Manager or the Task Force Commander. All reports will be referenced or written directly under the obtained case number.
- C. Agencies involved in the OICI Task Force investigation will submit reports to the Incident Manager or his/her designee as soon as possible after an Officer Involved Critical Incident.
- D. The Case Officer will assemble all individual reports making sure all reports are tied to the Spillman Case number obtained and write a comprehensive incident report and submit this report and case file to the Incident Manager for approval.
- E. The Incident Manager will then submit this report and the case file to the Utah County Attorney or his/her designee.
- F. Upon request the County Attorney's Office will provide copies of the complete case file to the heads of all agencies having officers involved in an incident as Actors or witnesses.

#### **35. Equipment.** Each member of an OICI Task Force will provide equipment as requested by the Incident Manager whether or not officers from that department are involved in either the criminal or administrative investigation. Officers from the department providing equipment may retain custody and operation of the equipment if it appears the interests of the investigation will be served.

#### **36. Autopsy.**

- a. At least one member of the OICI Task Force shall be assigned by the Incident Manager to attend the autopsy. Protocol Member Agencies investigators involved in the OICI, including the administrative investigators, may also attend.
- b. The OICI Task Force investigator assigned to attend the autopsy will brief the medical examiner prior to the post mortem examination. This briefing will be as complete as possible.

### **37. County Attorney's Office.**

- a. The County Attorney's Office has the following roles in Incident Investigations:
  - i. With the Venue Agency Chief and the Task Force Manager/Commander jointly designate the task force personnel to investigate the Officer Involved Critical Incident.
  - ii. Assign at least one attorney from the Utah County Attorney's Office and at least one investigator from the Utah County Attorney's Office to the OICI Task Force.
  - iii. Participate co-equally with other members of the OICI Task Force performing the criminal investigation.
  - iv. Assist and advise the task force on the various criminal law issues which may arise during the investigation.
  - v. The County Attorney's Office will strive to complete its report and findings within two weeks of the completion of the Protocol Investigation. However, this cannot be guaranteed, depending on the complexity of the incident.
  - vi. Upon completion of the criminal investigation, analyze the facts of the incident as well as the relevant law to determine if criminal laws have been violated. If so, prosecute as appropriate or arrange for a special prosecutor.
  - vi. The County Attorney has his or her own independent investigative authority. When deemed appropriate, the County Attorney may conduct an independent investigation of an Officer Involved Critical Incident separate but simultaneous with any other investigation.

### **38. Employer Agency Administrative Investigation.**

- a. This OICI Protocol recognizes the need of the administrative investigators to acquire information about the Incident for the following non-criminal purposes:
  - i. Internal Affairs and determination of whether or not employees have violated department policy or regulation.
  - ii. Agency improvement and determination of whether or not department policies, procedures, programs, equipment, and training are adequate.
  - iii. Acquiring sufficient information concerning an Officer Involved Critical Incident to appropriately inform its parent governmental body and be responsive to the public and the news media.
  - iv. To adequately address claims for damages and prepare for civil litigation that may be initiated by or against the Employer Agency.

- b. While both the criminal and administrative investigations are important and should be aggressively pursued, investigative conflicts between the two formats shall be resolved by allowing the criminal investigation to have priority. It is intended that this prioritization will preclude competition between the two investigative formats for access to witnesses, physical evidence, and the involved parties and will prevent the criminal investigation from being compromised by an untimely exercise of the Employer Agency's control of the scene, evidence, or witnesses.
- c. The initiation of an administrative investigation and the extent of that investigation is solely the responsibility of the Employer Agency. If an administrative investigation is being conducted, the Employer Agency should immediately assign administrative investigators upon being notified of the Officer Involved Critical Incident. Administrative investigators will be identified to the Incident Manager at the earliest possible opportunity. In addition to gathering information for the Employer Agency, it is anticipated that administrative investigators will act as a liaison between the Incident Manager and the Employer Agency even if no actual investigation is being conducted by the Employer Agency.
- d. Interview statements, physical evidence, toxicology test results, and investigative leads which are obtained by administrative investigators by ordering police employees to cooperate shall not be revealed to criminal investigators without the prior approval of the County Attorney following a determination of need and evaluation of the applicable law.
- e. The Incident Manager will periodically brief the administrative investigators on the progress of the criminal investigation. The administrative investigators will have access to briefings, the incident scene, physical evidence, and witness statements. Unless, for good reason it is determined otherwise, the County Attorney's Office will provide to the Employer Agency his or her findings of fact and a complete copy of the case file prepared by the task force investigators. A copy of the County Attorney's findings of fact will also be provided to the Incident Manager.

### **39. Evidence.**

- a. Evidence gathered at the scene will be booked and held at the Utah County Sheriff's Evidence facility by the Utah County Forensic/Evidence Unit. Booking procedures outlined by Utah County Forensic/Evidence staff shall be followed.

### **40. Report Writing.**

- a. The Incident Manager will decide which investigator is responsible for a particular report. OICI Task Force investigators should not write more than one report on an interview or event, regardless of the number of interviews involved. OICI Task Force investigators are responsible for the final report of the Task Force investigation. Prior to submitting a law enforcement (employee) interview report, the interviewed employee should have the opportunity to review the report. All

OICI Task Force investigators shall coordinate with the Task Force Manager/Commander to write a final report which documents their participation in the investigation.

- b. Prompt completion and distribution of reports is essential. All agencies and investigators will strive for report completion and distribution as soon as possible while ensuring all information is obtained accurately prior to completion.

#### **41. GRAMA Requests.**

- a. GRAMA requests as a rule should not be filled until the investigation is concluded. GRAMA requests shall be the responsibility of the Venue Agency and the Utah County Attorney's office. The Venue Agency and the County Attorney's office should consult with one another prior to fulfilling any GRAMA requests. GRAMA rules and regulations shall be followed.

#### **42. News Media Relations.**

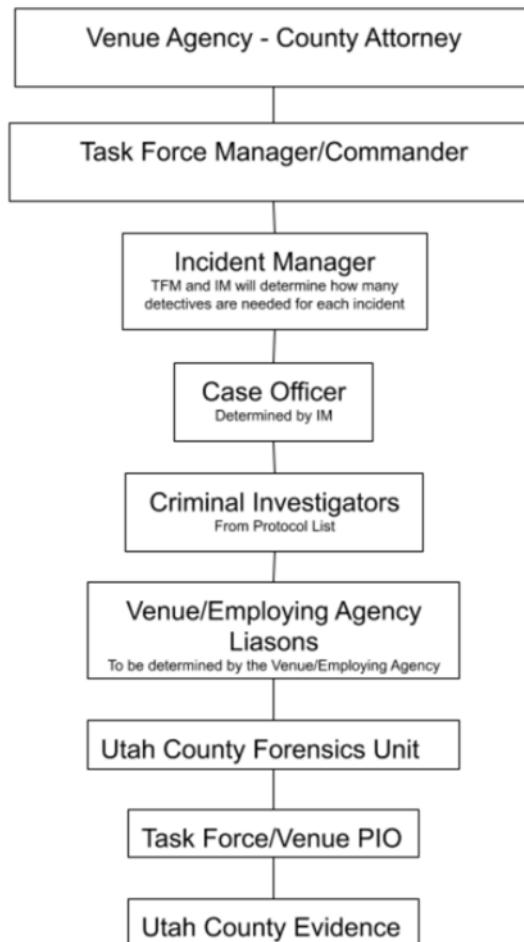
- a. The interests of the news media must be balanced with the requirements of the investigation and with the rights of the involved individuals.
- b. While any agency cannot be prohibited from making statements to the news media about an incident, these guidelines are established:
  - i. The Venue Agency Chief or designee has the responsibility for making press releases about the Incident and its investigation until such time as the matter is referred to the County Attorney's Office.
  - ii. The Incident Manager will provide the Venue Agency with information from which a press release can be made.
  - iii. Other participants in the investigation should refrain from making separate press releases or discussing the investigation with the press. If the Employer Agency is not also the Venue Agency, fewer problems will arise, especially at the early stages of the investigation, if the Employer Agency limits its comments to information which has been cleared for release by the Venue Agency.

#### **43. Reporting to Board and Training.**

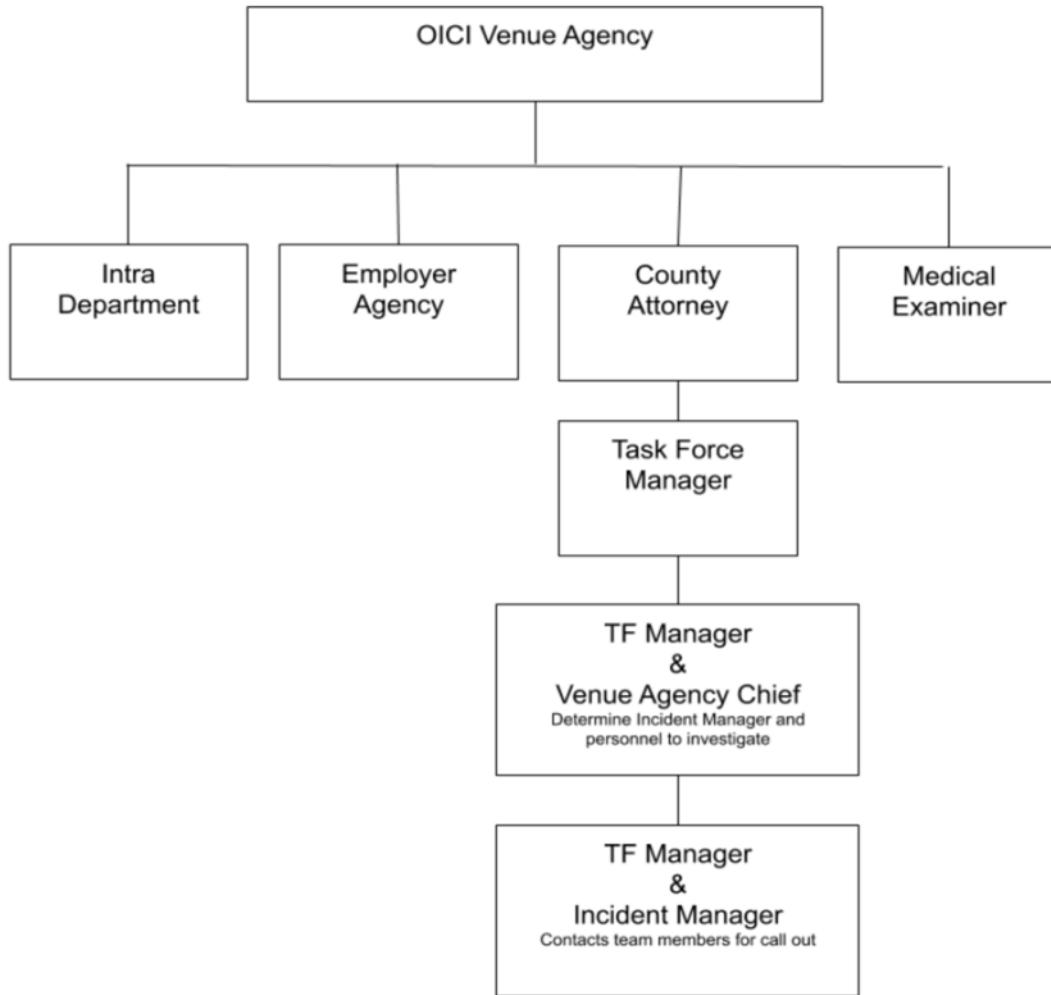
- a. The Task Force Manager/Commander(s) will report to the Advisory Board once per quarter at the monthly Chief Law Enforcement Executives meeting. This report will include but not be limited to, ongoing investigations, training held and to be held for team members, personnel issues and other needs.
- b. The Task Force Manager/Commander(s) will hold quarterly training for OICI Task Force members on; policy, investigative techniques, best practices, court findings and other necessary matters.
- c. OICI Task force members are required to attend two of the four trainings, however it is preferred that 100% attendance is maintained.

d. The OICI Board by vote, may require participating agencies to pay an agreed amount of \$20.00 annually into a fund to be used for training purposes. If there is a vote to collect funds the OICI Board will vote on a participating agency to invoice and hold the monies in an agreed account. An annual accounting of these monies collected and used will be documented and shared with the OICI Board by a Task Force Manager/Commander during a board meeting.

#### 44. OICI Protocol Organizational Flow Chart



#### 45. Callout Flow Chart



**IN WITNESS WHEREOF**, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative.

[Remainder of page intentionally left blank - SIGNATURE PAGES of Parties follow]

Signature Page pertaining to the **“Utah County Law Enforcement Executives Contractual Agreement for Officer Involved Critical Incident Protocol”** between Alpine City, American Fork City, Brigham Young University, Highland City, Lehi City, Lindon City, Mapleton City, Orem City, Payson City, Pleasant Grove City, Provo City, Salem City, Santaquin City, Spanish Fork City, Saratoga Springs City, Springville City, Utah County, Utah Highway Patrol, Utah Transit Authority, Utah Valley University, Utah Department of Corrections/Adult Probation and Parole or any Police Department or Department of Public Safety of any city or town located in Utah County

**City of American Fork**

By \_\_\_\_\_

Its \_\_\_\_\_



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Public Works Director Approval *Scott Sensanbaugh*

**AGENDA ITEM** Review and action on an Ordinance approving the vacation of an easement at 1051 North 700 West Circle

**SUMMARY RECOMMENDATION**

Approval of the Ordinance of Easement Vacation at 1051 North 700 West Circle.

**BACKGROUND**

This was anticipated at the time of approval of the final plat for Searle Meadows Subdivision, Lot 25 Amendment that was approved at the August 25, 2020 regular session meeting.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve the Ordinance approving the vacation of an easement at 1051 North 700 West Circle

**SUPPORTING DOCUMENTS**

Lot 25 Searle Meadows Plat A easement vacation - Ordinance (PDF)

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT AT 1051 NORTH 700  
WEST CIRCLE, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 1051 North 700 West Circle; and

**WHEREAS**, the City finds that there is good cause for the vacating of said portion of easement; and

**WHEREAS**, the vacating of said easement will not be detrimental to the public interest; and

**AND WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on August 25, 2020, regarding such intent and carefully considered the comments of the public thereof.

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

**SECTION I:** Vacation of a portion of a public utility easement at 1051 North 700 West Circle, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 1051 North 700 West Circle and that vacating it will not be detrimental to the public interest.
- B. Easement Vacation Description:

The ten (10) foot easement running parallel to the rear lot line of Lot 25 in the Searle Meadows Plat A subdivision as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map, and more particularly described as follows:

The Public Utility Easement shown on the rear boundary line of Lot 25 in the Searle Meadows Plat A Subdivision, being vacated.

**SECTION II: SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

### **SECTION III: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City this 25 day of August, 2020.

ATTEST:

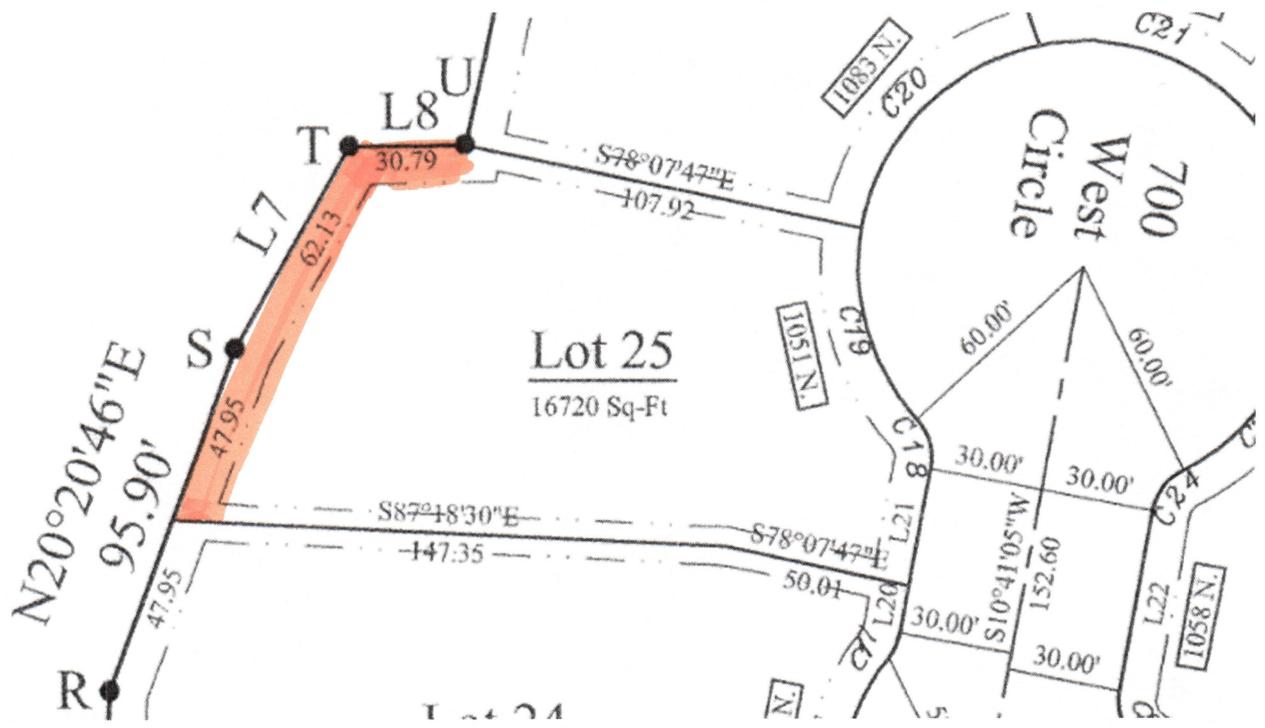
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Bradley J. Frost, Mayor

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Terilyn Lurker, City Recorder

1051 North 700 West Circle





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Public Works Director Approval *Scott Sensanbaugh*

**AGENDA ITEM** Review and action on an Ordinance approving the vacation of an easement at 1173 East 450 North

**SUMMARY RECOMMENDATION**

Approval of the Ordinance of Easement Vacation at 1173 East 450 North

**BACKGROUND**

Current code requires a 5' public utility easement along all lot lines not along a public right-of-way. This lot current has a rear 10' public utility easement. This vacation would take the rear public utility easement to the current requirement of 5 feet.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve the Ordinance approving the vacation of a portion of the easement at 1175 East 450 North.

**SUPPORTING DOCUMENTS**

Lot 316 Hansen Ranch Phase 3 easement vacation - Ordinance (PDF)

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT AT 1173 EAST 450 NORTH, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 1173 East 450 North; and

**WHEREAS**, the City finds that there is good cause for the vacating of said portion of easement; and

**WHEREAS**, the vacating of said easement will not be detrimental to the public interest; and

**AND WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on August 25, 2020, regarding such intent and carefully considered the comments of the public thereof.

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

**SECTION I:** Vacation of a portion of a public utility easement at 1173 East 450 North, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 1173 East 450 North and that vacating it will not be detrimental to the public interest.
- B. Easement Vacation Description:

The portion of the easement to be vacated is the south five (5) feet of the ten (10) foot easement running parallel to the north lot line of Lot 316, Hansen Ranch Phase 3 subdivision as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map, and more particularly described as follows:

The Public Utility Easement shown on the rear boundary line of Lot 316 of Hansen Ranch Phase 3 Subdivision, being reduced by the five feet farthest from the rear lot line for a total remaining easement width of five feet adjacent to the lot line.

**SECTION II: SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

### **SECTION III: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City this 25 day of August, 2020.

ATTEST:

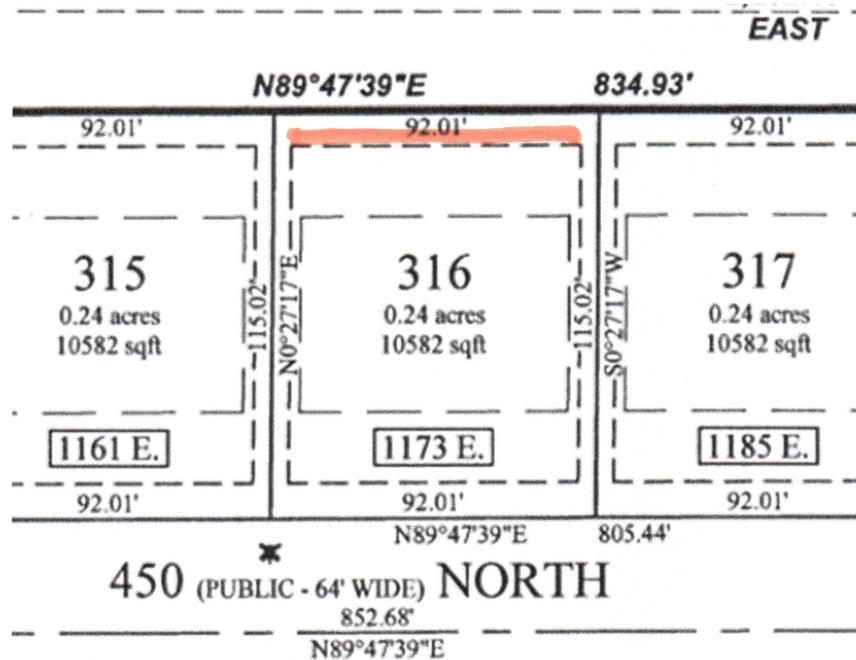
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Bradley J. Frost, Mayor

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Terilyn Lurker, City Recorder

## 1173 East 450 North





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Public Works Director Approval Scott Sensanbaugh

**AGENDA ITEM** Review and action on an Ordinance approving the vacation of a portion of an easement at 649 North 650 West.

**SUMMARY RECOMMENDATION**

Approval of the Ordinance of Easement Vacation at 649 North 650 West.

**BACKGROUND**

Current code requires a 5' public utility easement along all lot lines not along a public right-of-way. This lot current has a rear 10' public utility easement. Approval of the vacation would reduce the rear public utility easement to the current code of 5 feet.

**BUDGET IMPACT**

N/A

**SUGGESTED MOTION**

Move to approve the Ordinance approving the vacation of a portion of an easement at 649 North 650 West.

**SUPPORTING DOCUMENTS**

Lot 4 Northridge Village Plat F easement vacation - Ordinance (PDF)

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT AT 649 NORTH 650 WEST, AMERICAN FORK, UTAH**

**WHEREAS**, the City of American Fork has received a request to vacate a portion of the public utility easement at 649 North 650 West; and

**WHEREAS**, the City finds that there is good cause for the vacating of said portion of easement; and

**WHEREAS**, the vacating of said easement will not be detrimental to the public interest; and

**AND WHEREAS**, the City gave advance public notice of its intent to vacate a portion of said easement and then held a public hearing on August 25, 2020, regarding such intent and carefully considered the comments of the public thereof.

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

**SECTION I:** Vacation of a portion of a public utility easement at 649 North 650 West, American Fork, Utah

- A. The City Council of American Fork City finds and declares that there is good cause for vacating a portion of the easement at 649 North 650 West and that vacating it will not be detrimental to the public interest.
- B. Easement Vacation Description:

The portion of the easement to be vacated is the east five (5) feet of the ten (10) foot easement running parallel to the west lot line of Lot 4, Northridge Village PUD Plat F subdivision as recorded in the office of the Utah County Recorder, said vacated portion also shown on the attached map, and more particularly described as follows:

The Public Utility Easement shown on the rear boundary line of Lot 4 of Northridge Village PUD Plat F Subdivision, being reduced by the five feet farthest from the rear lot line for a total remaining easement width of five feet adjacent to the lot line.

**SECTION II: SEVERABILITY**

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or

unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

### **SECTION III: EFFECTIVE DATE**

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

**PASSED AND ADOPTED** by the City Council of American Fork City this 25 day of August, 2020.

ATTEST:

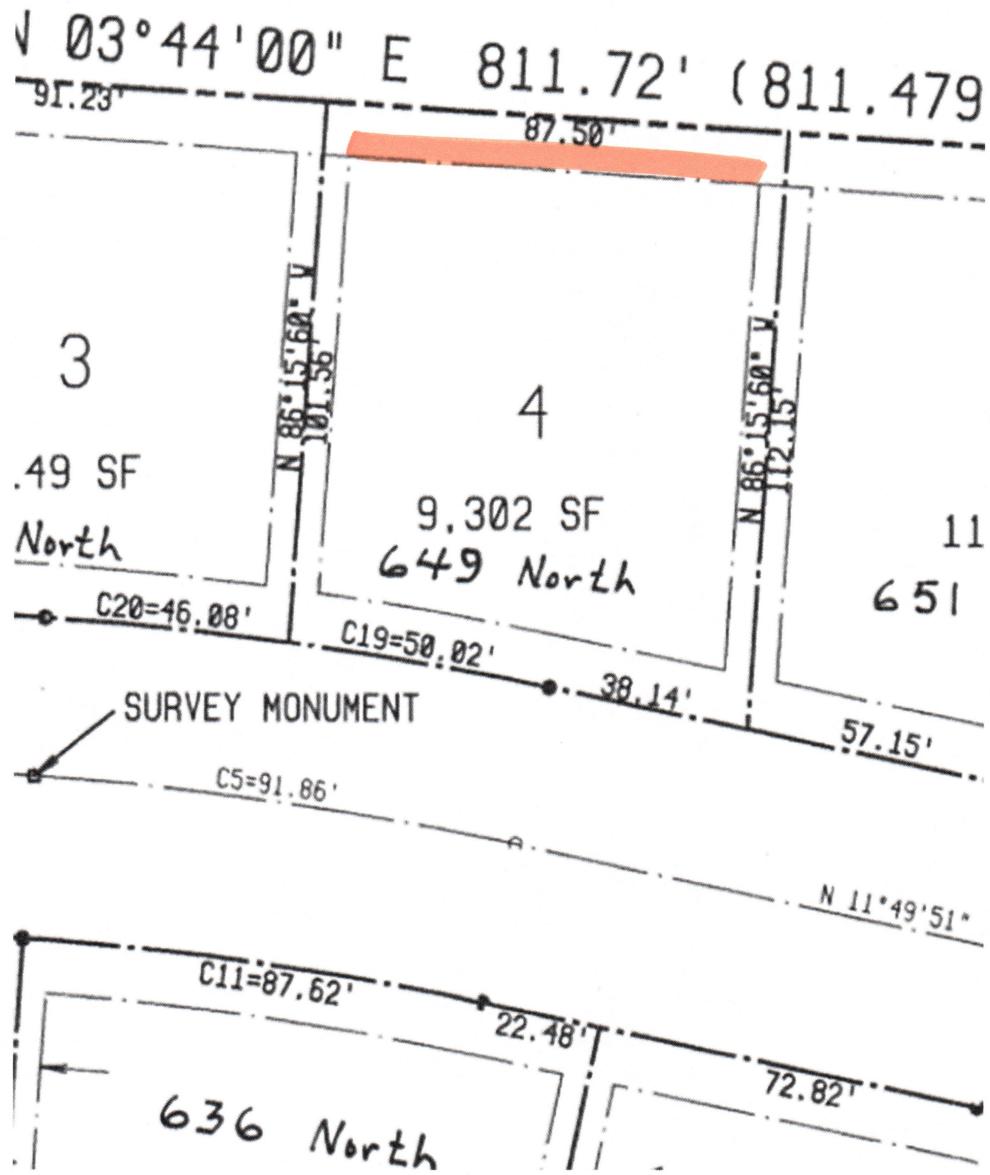
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Bradley J. Frost, Mayor

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Terilyn Lurker, City Recorder

## 649 North 650 West





**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Public Works Director Approval *Scott Sensanbaugh*

**AGENDA ITEM** Review and action on granting an easement located at 275 East 200 North to Rocky Mountain Power

**BACKGROUND**

The City Council approved the Davies Dental commercial site plan at the February 25, 2020 City Council regular session meeting. As part of their development, they are relocating a power pole on-site.

**BUDGET IMPACT** N/A

**SUGGESTED MOTION** Move to approve the public utility easement in favor of Rocky Mountain Power located at 275 East 200 North.

**SUPPORTING DOCUMENTS**

RMP Easement (PDF)

After recording return to:  
 American Fork City  
 Attn: City Recorder  
 51 East Main Street  
 American Fork, Utah 84003

## NON-EXCLUSIVE EASEMENT AGREEMENT

For value received, **American Fork City** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a non-exclusive easement to locate, maintain, repair, replace, and remove poles, and other appurtenances to its distribution lines on, over, or under the surface of the real property of Grantor in **Utah** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof:

### LEGAL DESCRIPTION

**Beginning at the Grantors most northeast corner of parcel no. 02:043:0049, said point being located South 00°41'44"W 155.47 feet along the block line and West 120.01 feet from the Northeast Corner of Block 30, plat "A" American Fork City Survey, thence South 00°41'44" West 10.00 feet, thence North 89°18'13" West 10.00 feet, thence North 00°41'44" East 10.00 feet, thence South 89°18'13" East 10.00 feet to the point of beginning.**

3. Grantee's Use; Subject To. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon Grantor's Land, including but not limited to water lines, communication lines and power lines.

4. Restoration of Land. Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

5. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement over and across Grantor's Land from adjacent lands of Grantor, as shown on Exhibit "A", for all activities in connection with the purposes for which this easement has been granted, provided that such access does not interfere with Grantor's use of the property.

6. Grantor's Use. Grantor expressly reserves the right to use the Easement for its own business purposes, including the right to cross and re-cross the Easement with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement to others for any purpose not inconsistent with the rights granted hereunder.

Approved as to form: American Fork City Attorney

7. Relocation. In the event the utilities interfere with Grantor's use of the Easement or Grantor's Land, Grantee shall relocate the utilities to a location mutually agreeable to Grantor and Grantee. The reasonable cost of relocation shall be at Grantor's cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

8. Release and Indemnification. Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims") except to the extent caused by Grantor's negligence or gross misconduct.

9. Abandonment. If Grantee ceases to use the Easement for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its utilities and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its utilities in place.

10. Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

11. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the date of the last signature below:

**GRANTOR:**

AMERICAN FORK CITY, a Utah municipal corporation

---

Bradley J. Frost, Mayor

Dated:

ATTEST:

---

## City Recorder

**GRANTEE:**

ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp

By:

Its:

Dated:

## ACKNOWLEDGMENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF UTAH )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp, and that the within and foregoing Easement and Right of Way Agreement was signed on behalf of PacifiCorp by actual authority.

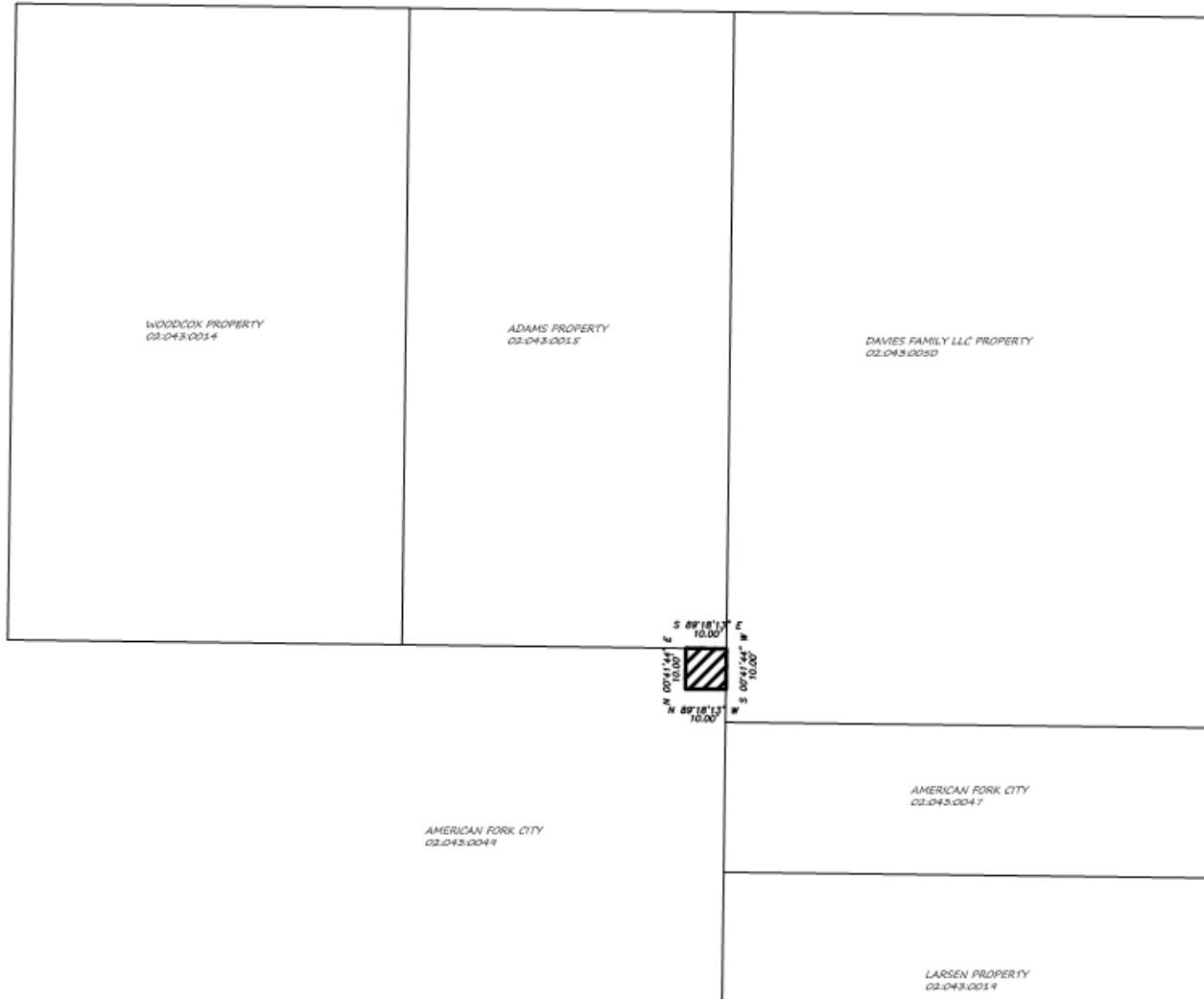
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## Notary Public

Approved as to form: American Fork City Attorney

Page 3 of 4

## Exhibit A

*300 NORTH STREET*



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Planning Director Approval Adam Olsen

**AGENDA ITEM** Review and action on the final plat for American Fork Apartments, located at approximately 850 West 250 South in the TOD zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the final plat for American Fork Apartments as stated in the attached minutes of the August 5, 2020 planning commission meeting.

**BACKGROUND** The applicant proposes a plat for a multi-family project in the Castlewood District Framework Plan which is located in the TOD Mixed Use Core immediately west of the Brad Reynolds Apartments. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as part of this final plat approval.

**SUGGESTED MOTION** I move to approve the final plat for American Fork Apartments, located at approximately 850 West 250 South in the TOD zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 5, 2020 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 5, 2020  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a preliminary and final plat for American Fork Apartments, located at approximately 850 West 250 South, in the TOD (Transit Oriented Development) zone.

ACTIONS REQUESTED: Approval of the preliminary plan and recommendation of approval of the final plat.

BACKGROUND INFORMATION					
Location:	850 West 250 South				
Applicants:	Ensign Engineering/Castlewood Development				
Existing Land Use:	Vacant				
Proposed Land Use:	Residential				
Surrounding Land Use:	North	Agriculture			
	South	Vacant/Residential			
	East	Residential			
	West	Vacant			
Existing Zoning:	TOD (Transit Oriented Development)				
Proposed Zoning:	N/A				
Surrounding Zoning:	North	Residential Agriculture 5 (Utah County)			
	South	TOD			
	East	TOD			
	West	TOD			
Land Use Plan Designation:	TOD (Transit Oriented Development)				
Zoning compliant with Land Use Plan Designation?	x	Yes	No		

Background

The area of the American Fork Apartments was annexed in 2018 and is located directly west of the Meadows at American Fork Apartments (Brad Reynolds project) and south of the Front Runner station. It received approval of a district framework plan in 2019 (Castlewood District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site.

This plat anticipates multi-family development, as the highest densities within the TOD area will be located here and in the vicinity. Densities of 50 units per acre will be found within this project.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “TOD”. The proposed subdivision is consistent with the Land Use Plan designation.

Section 17.7.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat and supporting materials conform with the terms of the preliminary plan approval.

The final plat conforms to the terms of a preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to large scale developments.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address any concerns at the time of the Planning Commission meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing the required improvements are realistic.

- e. The water rights conveyance documents have been provided.

The water rights conveyance shall be satisfied prior to plat recordation.

**FINDINGS OF FACT/CONDITION OF APPROVAL**

After reviewing the applications for final plat approval, the following findings are offered for consideration:

1. The final plats are consistent with the Land Use Plan designation of “Transit Oriented Development”.

2. The final plats meet the criteria as found in Section 17.7.211 of the Development Code.
3. Water rights conveyance shall be satisfied prior to plat recordation.

#### POTENTIAL MOTIONS

##### APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat American Fork Apartments, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

##### DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of American Fork Apartments.

##### TABLE

Mr. Chairman, I move that we table action on the preliminary plan and final plat of American Fork Apartments.

# AMERICAN FORK CITY ENGINEERING DIVISION

## STAFF REPORT

Planning Commission Meeting Date: 8/5/2020

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: American Fork Apartments

Project Address: 850 West 250 South

Developer / Applicant's Name: Castlewood Development

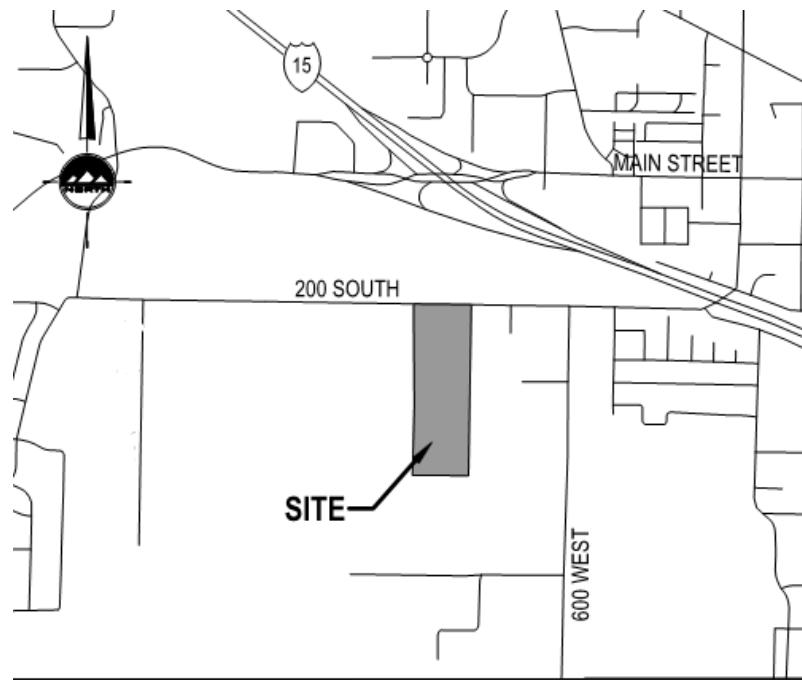
Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input checked="" type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the [Click here to enter a date](#). Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

### Project Map:



**VICINITY MAP**  
NO SCALE

## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Commercial Structure:** Record an Owner Acknowledgment and Utility Liability Indemnification if the proposed building is a multi-unit commercial structure served by a single utility service.
9. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
10. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
11. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
12. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
13. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

### Plan Modifications Required:

- 1.

## UNAPPROVED MINUTES

## 1 Public Hearing Opened

2

### **3    Public Hearing Closed**

4

5 Mr. Chris Christiansen moved to approve the preliminary plan and recommend approval of  
6 the final plat of Searle Meadows Lot 25 Amendment, with the findings and conditions listed  
7 in the staff report and subject to any findings, conditions, and modifications listed in the  
8 engineering report.

9 Ms. Christine Anderson seconded the motion. Voting was as follows:

10	<b>Chairman Woffinden</b>	Aye
11	<b>Chris Christiansen</b>	Aye
12	<b>Christine Anderson</b>	Aye
13	<b>Ryan Hunter</b>	Aye
14	<b>Geoff Dupax</b>	Aye

15 The motion passed.

16

17 5. Hearing, review and action on the preliminary and final plat for American Fork  
18 Apartments, located at approximately 850 West 250 South in the TOD zone

20 Mr. Olsen informed commissioners that the area of the American Fork Apartments was annexed  
21 in 2018 and is located directly west of the Meadows at American Fork Apartments (Brad Reynolds  
22 project) and south of the Front Runner station. It received approval of a district framework plan  
23 in 2019 (Castlewood District Framework Plan), followed by block plan approval (staff level  
24 review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot  
25 plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping,  
26 number of units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a  
27 formal instrument in proceeding toward development of the site.

28 This plat anticipates multi-family development, as the highest densities within the TOD area will  
29 be located here and in the vicinity. Densities of 50 units per acre will be found within this project.

30 Ms. Anderson asked if this is mixed-use with commercial on the bottom level.

31 Mr. Olsen said that it would be desirable for some units to be commercial use, especially along  
32 200 South.

33 Chairman Woffinden agreed that commercial uses on the bottom level are desirable.

34 Ms. Anderson would like street lights to be tailored to pedestrians in this area, not just to vehicles.

# UNAPPROVED MINUTES

1 Mr. Olsen replied that this was taken into account when the TOD code was written, and the lights  
 2 will be positioned downward to illuminate sidewalks.

3 Mr. Ben Hunter stated that 900 West and 350 South are already constructed on the perimeter. Staff  
 4 has had discussions with developer regarding the timetable for additional road improvements for  
 5 200 South, which it fronts. There is an understanding that the developer will make the necessary  
 6 improvements to 200 South when the city is ready for that. This proposal meets requirements,  
 7 engineering staff recommend approval.

8 Ms. Christine Anderson asked what the sidewalk dimensions are in this area along 200 South.

9 Mr. Ben Hunter said that along 200 South there is an island for bikes in the middle, an 8-foot  
 10 sidewalk, and a bike trail next to the sidewalk.

11 Ms. Anderson asked if there will be parallel parking on the street. She said that successful areas  
 12 like this have larger sidewalks that end up being used for dining, seating, etc. Extra sidewalk space  
 13 would be a great thing to have here.

14 Mr. Ben Hunter replied that there is latitude in the code for developers to do that, and he believes  
 15 that there will be limited parallel parking along the street on 200 South and more on 900 West.

16

17 **Public Hearing Opened**

18

19 **Public Hearing Closed**

20

21 **Mr. Geoff Dupaix moved to approve the preliminary plan and recommend approval of the**  
 22 **final plat of American Fork Apartments, with the findings and conditions listed in the staff**  
 23 **report and subject to any findings, conditions, and modifications listed in the engineering**  
 24 **report.**

25 **Ms. Christine Anderson seconded the motion. Voting was as follows:**

26	<b>Chairman Woffinden</b>	<b>Aye</b>
27	<b>Chris Christiansen</b>	<b>Aye</b>
28	<b>Christine Anderson</b>	<b>Aye</b>
29	<b>Ryan Hunter</b>	<b>Aye</b>
30	<b>Geoff Dupaix</b>	<b>Aye</b>

31 **The motion passed.**

32



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**AUGUST 25, 2020**

Department Planning Director Approval Adam Olsen

**AGENDA ITEM** Review and action on the final plat of Searle Meadows Subdivision, Lot 25 Amendment, located at approximately 1051 North 700 West Circle in the R1-12,000 zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the amended final plat for Searle Meadows Lot 25 as stated in the attached minutes of the August 5, 2020 planning commission meeting.

**BACKGROUND** The applicant proposes to incorporate a 3,650 square-foot parcel of park land, which was acquired recently, into his lot. For further analysis, please refer to the attached final plat, staff report, and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as part of this final plat approval.

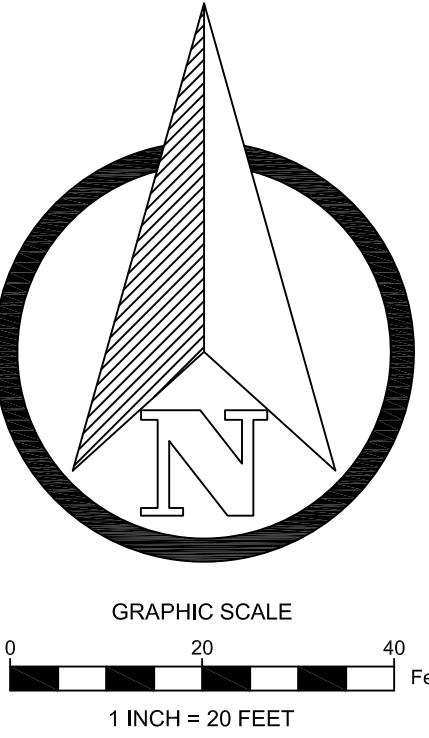
**SUGGESTED MOTION** I move to approve the final plat of Searle Meadows Subdivision, Lot 25 Amendment, located at approximately 1051 North 700 West Circle in the R1-12,000 zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 5, 2020 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

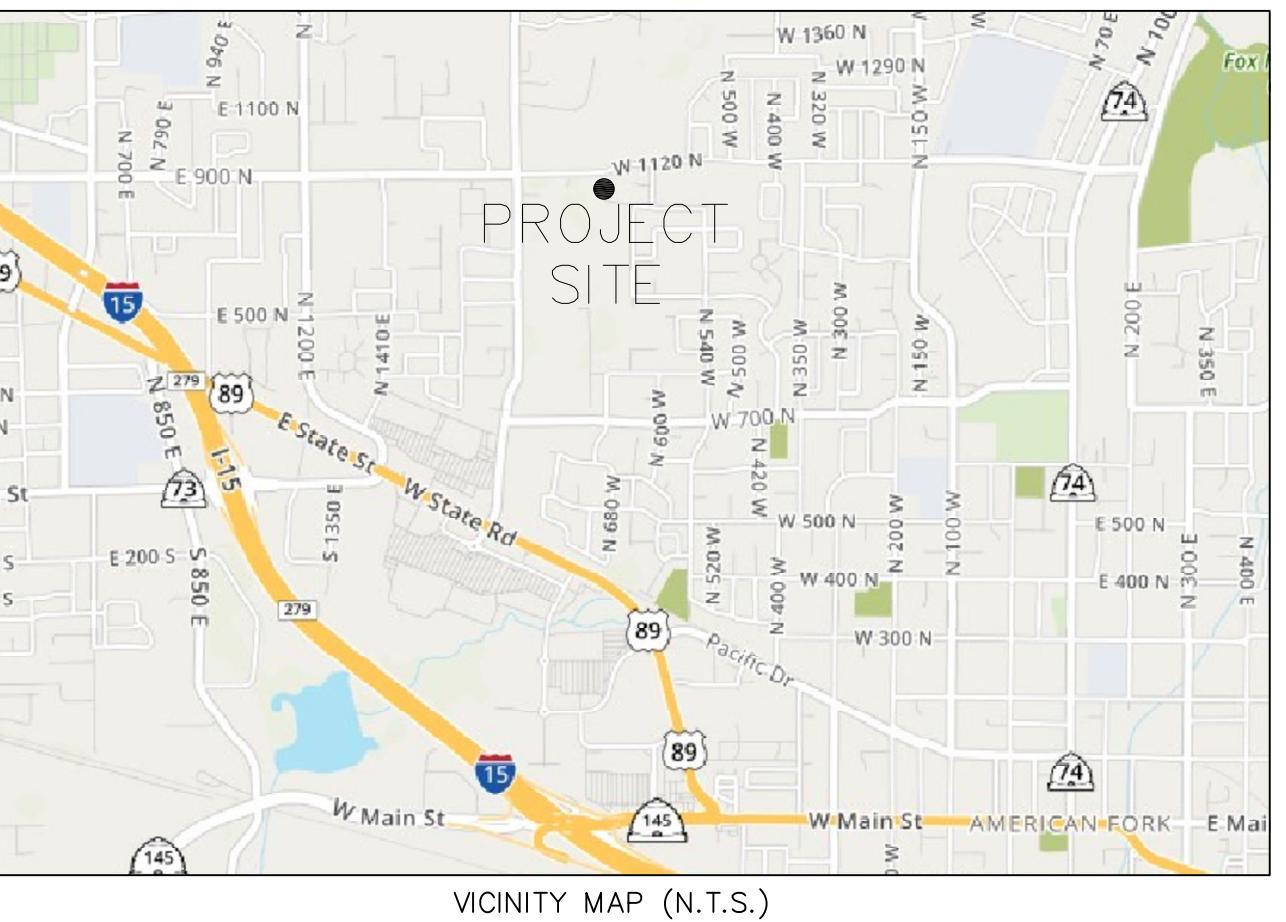
# SEARLE MEADOWS SUBDIVISION - LOT 25 AMENDMENT



## LEGEND:

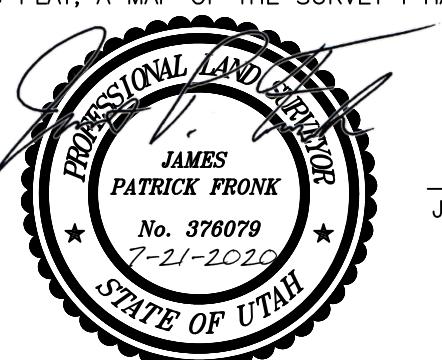
- SECTION CORNER/STREET MONUMENT - FOUND BRASS CAP
- PROPERTY CORNER - SET 5 1/8" x 24" BAR & CAP (PLASTIC CAP STAMPED ALS, INC. PLS # 376079) (OR AS NOTED AND SHOWN HEREON)
- △ CALCULATED POINT - NOT SET/NOT FOUND
- ( ) RECORD DATA
- PROPERTY BOUNDARY
- SECTION LINE/MONUMENT LINE
- RIGHT-OF-WAY LINE
- DEED LINE/PLATTED LOT LINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- EXISTING FIRE HYDRANT

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	54.90'	60.00'	53.00'	S16°14'04"E	52°25'18"
C2	13.91'	15.00'	13.42'	S15°52'49"E	53°07'48"



## SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD A LICENSE (NUMBER SHOWN BELOW) IN ACCORDANCE WITH THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT FOUND IN TITLE 58, CHAPTER 22 OF THE UTAH CODE. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS, HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH UTAH CODE SECTION 17-23-17, HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT. I FURTHER CERTIFY THAT EVERY EXISTING MONUMENT, LINE, AND EASEMENT, GRANT OF RECORD FOR UNDERGROUND FACILITIES, AS PROVIDED IN UTAH CODE SECTION 84-12-2, AND FOR OTHER UTILITY FACILITIES, IS ACCURATELY DESCRIBED ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I ALSO CERTIFY THAT I HAVE FILED, OR WILL FILE WITHIN 90 DAYS OF THE RECORDATION OF THIS PLAT, A MAP OF THE SURVEY I HAVE COMPLETED WITH THE UTAH COUNTY SURVEYOR.



JAMES PATRICK FRONK  
7-21-2020

JAMES PATRICK FRONK, PLS

## BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE SOUTHWEST CORNER OF LOT 25, PLAT "A", SEARLE MEADOWS SUBDIVISION, (INCLUDING A PARTIAL VACATION OF LOT 1, PLAT "A", SEARLE HILLS SUBDIVISION), A RECORDED SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, SAID POINT BEING 1783.68 FEET WEST AND 253.63 FEET SOUTH FROM A FOUND BRASS CAP MONUMENT MARKING THE EAST ONE-QUARTER CORNER OF SAID SECTION 10, SAID POINT BEING THE REAL POINT OF BEGINNING; THENCE N87°18'30"W 39.50 FEET; THENCE N24°00'00"E 52.50 FEET; THENCE N40°21'00"E 77.90 FEET; THENCE S78°07'47"E 154.42 FEET TO A POINT OF CURVATURE; THENCE 54.90 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 60.00 FEET, SUBENDED BY A CHORD BEARING S16°14'04"E 53.00 FEET TO A POINT OF REVERSE CURVATURE, THENCE 13.91 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, SUBENDED BY A CHORD BEARING S15°52'49"E 13.42 FEET; THENCE S10°41'05"W 31.38 FEET; THENCE N78°07'47"W 50.01 FEET; THENCE N87°18'30"W 147.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.468 ACRES OF LAND (20,372 SQ. FT.).

CONTAINING 1 LOT TOTAL.

BASIS OF BEARINGS = S0°46'24"E ALONG THE EAST LINE OF SAID SECTION 10.

## OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF THE ABOVE DESCRIBED TRACT OF LAND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, PARCELS, AND STREETS, TOGETHER WITH EASEMENTS AND RIGHTS-OF-WAY, TO BE HERAFTER KNOWN AS:

### SEARLE MEADOWS SUBDIVISION - LOT 25 AMENDMENT

BEING A VACATION OF LOT 25, PLAT "A", SEARLE MEADOWS, INCLUDING A PARTIAL VACATION OF LOT 1, PLAT "A", SEARLE HILLS SUBDIVISION

AND DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC AND CITY ALL PARCELS, LOTS, STREETS, EASEMENTS, RIGHTS-OF-WAY, AND PUBLIC AMENITIES SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC OR CITY USE. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND SAVE HARMLESS THE CITY AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCE ON A DEDICATED STREET WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREET. THE OWNER(S) AND ALL AGENTS, SUCCESSORS, AND ASSIGNS VOLUNTARILY DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM ANY CLAIM ARISING FROM THE OWNER'S CREATION OF THIS SUBDIVISION, THE ALTERATION OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION, AND THE DEVELOPMENT ACTIVITY WITHIN THIS SUBDIVISION BY THE OWNERS AND ALL AGENTS, SUCCESSORS, AND ASSIGNS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

SIGNATURE PRINT NAME TITLE & ENTITY

SIGNATURE PRINT NAME TITLE & ENTITY

## OWNER'S ACKNOWLEDGMENT

STATE OF UTAH )

COUNTY OF UTAH )

ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF UTAH IN SAID STATE OF UTAH, THE SIGNER(S) OF THE ABOVE OWNER'S DEDICATION, \_\_\_\_ IN NUMBER, WHO DULY ACKNOWLEDGED USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:

NOTARY PUBLIC - RESIDING IN UTAH COUNTY

## APPROVAL BY LEGISLATIVE BODY

THE CITY COUNCIL OF THE CITY OF AMERICAN FORK, COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON, AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR THE PUBLIC PURPOSE OF THE PERPETUAL USE OF THE PUBLIC.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

APPROVED BY CITY MAYOR

ATTEST CITY RECORDER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

CITY COUNCIL MEMBER

SCALE: 1" = 20 FEET SHEET 1 OF 1

SEARLE MEADOWS SUBDIVISION - LOT 25 AMENDMENT

BEING A VACATION OF LOT 25, PLAT "A", SEARLE MEADOWS, INCLUDING A PARTIAL VACATION OF LOT 1, PLAT "A", SEARLE HILLS SUBDIVISION

BEING LOCATED WITHIN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M, CITY OF AMERICAN FORK CITY, UTAH COUNTY, UTAH

STATE PLANE COORDINATES - NAD27	
TAG	NORTHING
A	752562.06
B	752308.50
C	752310.36
D	752358.31
E	752417.66
F	752385.91
G	752335.03
H	752322.13
I	752291.30
J	752301.59
	1913548.01
	1911764.82
	1911725.38
	1911746.73
	1911979.15
	1911948.23
	1911963.04
	1911966.71
	1911960.90
	1911911.97

"POINT OF BEGINNING"  
SOUTHWEST CORNER LOT 25, PLAT "A",  
SEARLE MEADOWS SUBDIVISION  
(FOUND BAR & CAP)

FEMA NOTES:

FEMA FLOOD HAZARD ZONE X  
FIRM MAP NUMBER 49049C0164F  
EFFECTIVE DATE JUNE 19, 2020

COMMUNITY PANEL NUMBER  
AMERICAN FORK, CITY OF 490152

ZONING NOTE:  
ZONE: R1-12000

RELEASE OF P.U.E.  
WE HEREBY APPROVE THE RELEASE OF THE P.U.E. SHOWN  
ON THIS PLAT AND ACKNOWLEDGE THAT NO UTILITIES  
CURRENTLY EXIST WITHIN THE RELEASED P.U.E.

ROCKY MOUNTAIN POWER DATE  
CENTURYLINK DATE  
QUESTAR GAS DATE



PROFESSIONAL LAND CONSULTING SERVICES  
PLANNING • LAND SURVEYING • DEVELOPMENT

P.O. BOX 425, LEHI, UTAH 84043 • 801.380.6225

City-Recorder Seal

## UTAH COUNTY RECORDER

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_ BY THE WATER AND SEWER  
AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR

PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
A.D. 20\_\_\_\_ BY THE AMERICAN FORK CITY  
PLANNING COMMISSION.

PLANNER PLANNING COMMISSION CHAIRMAN

CITY ENGINEER

I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS  
PLAT AND IT IS CORRECT IN ACCORDANCE WITH  
INFORMATION ON FILE IN THIS OFFICE.  
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2020

CITY ENGINEER

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 5, 2020  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary plan and final plat for Searle Meadows, Lot 25 Amendment, located at 1051 N. 700 W. in the R1-12,000 Residential zone.

ACTIONS REQUESTED: Approval of the preliminary plan and a recommendation of approval of the final plat.

BACKGROUND INFORMATION					
Location:	1051 N. 700 W.				
Applicants:	Jonathan Shipley				
Existing Land Use:	Residential				
Proposed Land Use:	NA				
Surrounding Land Use:	North	Residential			
	South	Residential			
	East	Residential			
	West	Open Space			
Existing Zoning:	R1-12,000				
Proposed Zoning:	NA				
Surrounding Zoning:	North	R1-12,000			
	South	R1-12,000			
	East	R1-12,000			
	West	RA-1			
Land Use Plan Designation:	Residential Low Density (3 du/ac)				
Zoning within density range?	x	Yes	No		

Background

The plat incorporates a small area of formerly city-owned land into Lot 25, Searle Meadows Subdivision. The City recently sold approximately .08 acres to the Shipley's and it is being incorporated into their lot. The resulting, amended, lot will be .47 acres. The plat formalizes the transfer with the purchase.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as "Low Density Residential". The proposed subdivision is consistent with the Land Use Plan designation.

## Section 17.8.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat conforms with the terms of the preliminary plan approval.

The final plat and preliminary plan are being processed concurrently. The final plat conforms to the preliminary plan and will conform to any terms of the preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to Subdivisions.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address concerns, if any, at the time of the Planning Commission Meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing any required improvements are realistic.

- e. The water rights conveyance documents have been provided.

Any water rights conveyance shall be satisfied prior to plat recordation.

## FINDINGS OF FACT/CONDITION OF APPROVAL

After reviewing the application for final plat approval, the following finding of fact and condition of approval are offered for consideration:

1. The final plat meets Section 17.8.101 (Intent) of Chapter 17.8 (Subdivisions).
2. Water rights conveyance shall be satisfied prior to final plat recordation.

## POTENTIAL MOTIONS

## APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat of Searle Meadows Lot 25 Amendment, with the finding and condition listed

in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

**DENIAL**

Mr. Chairman, I move that we deny the preliminary plan of Searle Meadows Subdivision Lot 25 Amendment.

**TABLE**

Mr. Chairman, I move that we table action on the preliminary and final plat of Searle Meadows Lot 25 Amendment.

# AMERICAN FORK CITY ENGINEERING DIVISION STAFF REPORT

Planning Commission Meeting Date: 8/5/2020

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Searle Meadow Subdivision, Lot 25 Amendment

Project Address: 1051 North 700 West Circle

Developer / Applicant's Name: Jon Shipley

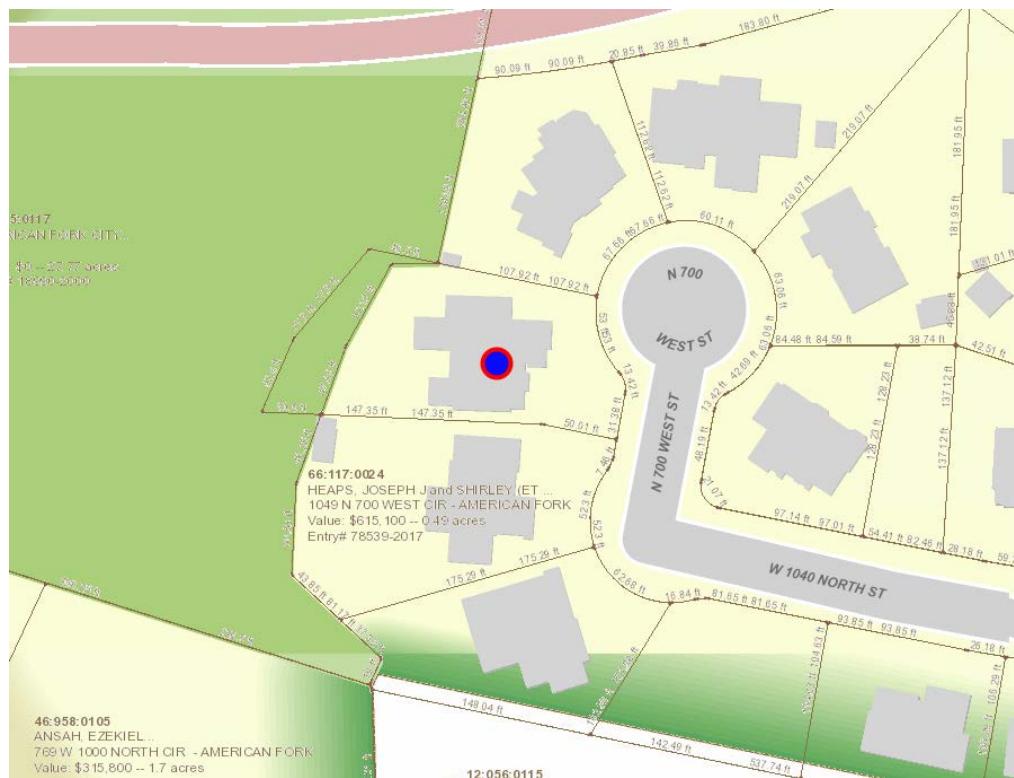
Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input checked="" type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

## Project Map:



**STANDARD CONDITIONS OF APPROVAL****Standard Conditions of Approval:**

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
2. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
3. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
4. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

**Plan Modifications Required:**

- 1.

# UNAPPROVED MINUTES

1 Mr. Ben Hunter added that this is the same developer that built the Willow Glen project, and there  
 2 are only a handful of units left to fill.

3 Chairman Woffinden suggested that commissioners drive down and observe this area. He feels  
 4 that he openings won't last long because people are moving in quickly.

5  
 6 **Public Hearing Opened**

7  
 8 **Public Hearing Closed**

9  
 10 **Mr. Geoff Dupaix moved to approve the preliminary plans and recommend approval of the**  
**11 final plats of Rockwell Ranch Block 1 Phase 1, Plats A-D, with the findings and conditions**  
**12 listed in the staff report and subject to any findings, conditions, and modifications listed in**  
**13 the engineering report.**

14 **Mr. Chris Christiansen seconded the motion. Voting was as follows:**

15 **Chairman Woffinden**      **Aye**  
 16 **Chris Christiansen**      **Aye**  
 17 **Christine Anderson**      **Aye**  
 18 **Ryan Hunter**      **Aye**  
 19 **Geoff Dupaix**      **Aye**

20      **The motion passed.**

21  
 22  
 23      4. Hearing, review and action on the preliminary plan and final plat for Searle Meadows  
24 Subdivision, Lot 25 Amendment, located at approximately 1051 North 700 West Circle in  
25 the R1-12,000 zone

26  
 27 Mr. Olsen said that the plat incorporates a small area of formerly city-owned land into Lot 25,  
 28 Searle Meadows Subdivision. The City recently sold approximately .08 acres to the Shipleys and  
 29 it is being incorporated into their lot. The resulting amended lot will be .47 acres. The plat  
 30 formalizes the transfer with the purchase.

31 Mr. Ben Hunter added that this is pretty straightforward, they are just adding additional land to  
 32 existing parcel. He recommends approval.

# UNAPPROVED MINUTES

1    **Public Hearing Opened**

2

3    **Public Hearing Closed**

4

5    **Mr. Chris Christiansen moved to approve the preliminary plan and recommend approval of**  
 6    **the final plat of Searle Meadows Lot 25 Amendment, with the findings and conditions listed**  
 7    **in the staff report and subject to any findings, conditions, and modifications listed in the**  
 8    **engineering report.**

9    **Ms. Christine Anderson seconded the motion. Voting was as follows:**

10      **Chairman Woffinden                    Aye**  
 11      **Chris Christiansen                    Aye**  
 12      **Christine Anderson                    Aye**  
 13      **Ryan Hunter                        Aye**  
 14      **Geoff Dupaix                        Aye**

15      **The motion passed.**

16

17    5. Hearing, review and action on the preliminary and final plat for American Fork  
 18    Apartments, located at approximately 850 West 250 South in the TOD zone

19

20    Mr. Olsen informed commissioners that the area of the American Fork Apartments was annexed  
 21    in 2018 and is located directly west of the Meadows at American Fork Apartments (Brad Reynolds  
 22    project) and south of the Front Runner station. It received approval of a district framework plan  
 23    in 2019 (Castlewood District Framework Plan), followed by block plan approval (staff level  
 24    review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot  
 25    plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping,  
 26    number of units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a  
 27    formal instrument in proceeding toward development of the site.

28    This plat anticipates multi-family development, as the highest densities within the TOD area will  
 29    be located here and in the vicinity. Densities of 50 units per acre will be found within this project.

30    Ms. Anderson asked if this is mixed-use with commercial on the bottom level.

31    Mr. Olsen said that it would be desirable for some units to be commercial use, especially along  
 32    200 South.

33    Chairman Woffinden agreed that commercial uses on the bottom level are desirable.

34    Ms. Anderson would like street lights to be tailored to pedestrians in this area, not just to vehicles.



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**AUGUST 25, 2020**

Department Planning Director Approval Adam Olsen

**AGENDA ITEM** Review and action on the final plats of Rockwell Ranch Block 1 Phase 1, Plats A-D Condominium, located at approximately 1080 West 420 South in the TOD zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of plats A-D as stated in the attached minutes of the August 5, 2020 planning commission meeting.

**BACKGROUND** The applicant proposes four condominium plats for Block 1 Phase 1 of the Rockwell Ranch project, which is a portion of the Olive Tree District Framework Plan and follows Phase 1, which was approved at the August 11<sup>th</sup>, 2020 city council meeting, and Block 1 Phase 2 on today's agenda. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as part of this final plat approval.

**SUGGESTED MOTION** I move to approve the final plats of Rockwell Ranch Block 1 Phase 1, Plats A-D Condominium, located at approximately 1080 West 420 South in the TOD zone and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 5, 2020 planning commission meeting.

**SUPPORTING DOCUMENTS**

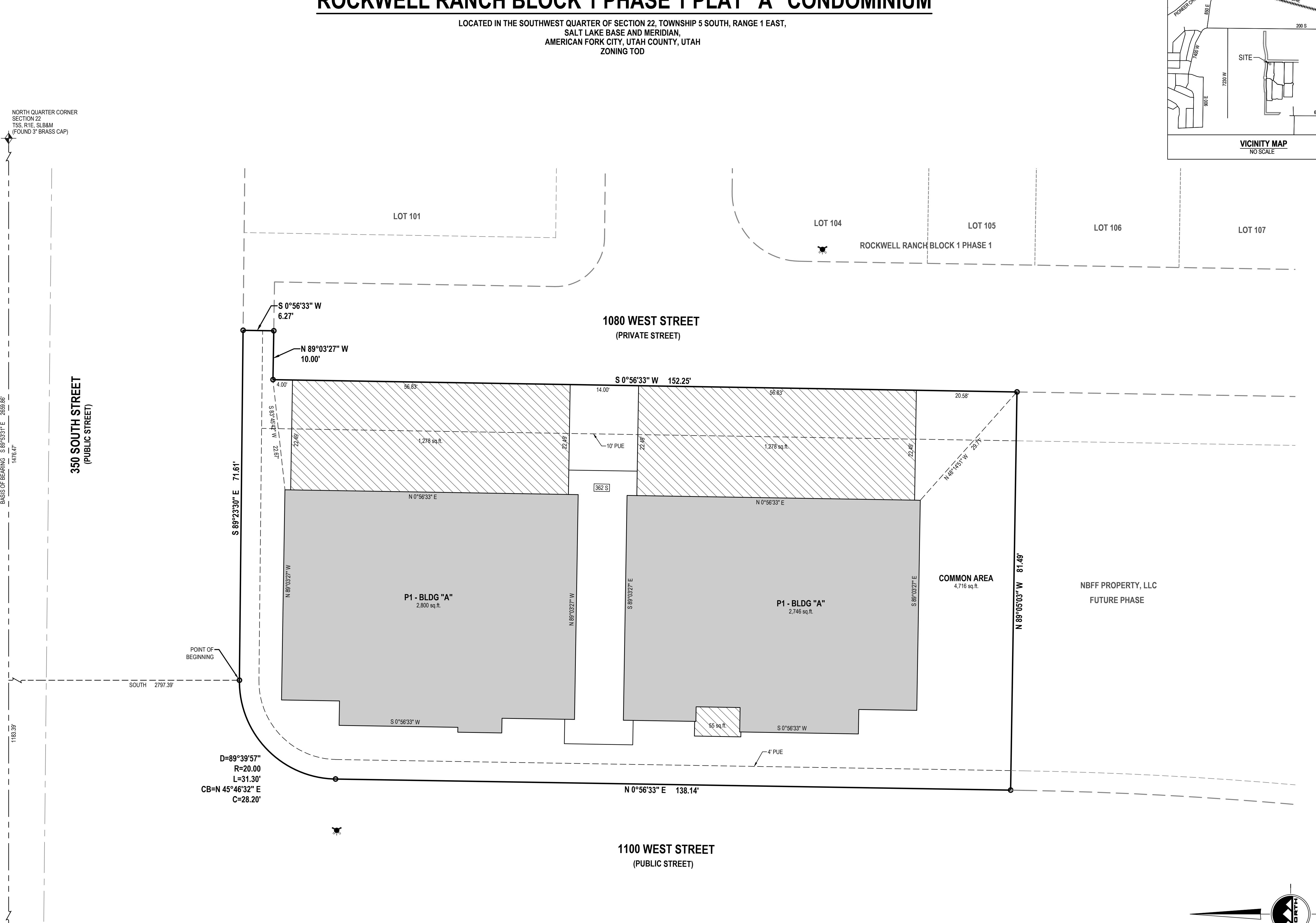
1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

NORTH QUARTER CORNER  
SECTION 22  
TSS, RIE, SLBM  
(FOUND 3' BRASS CAP)

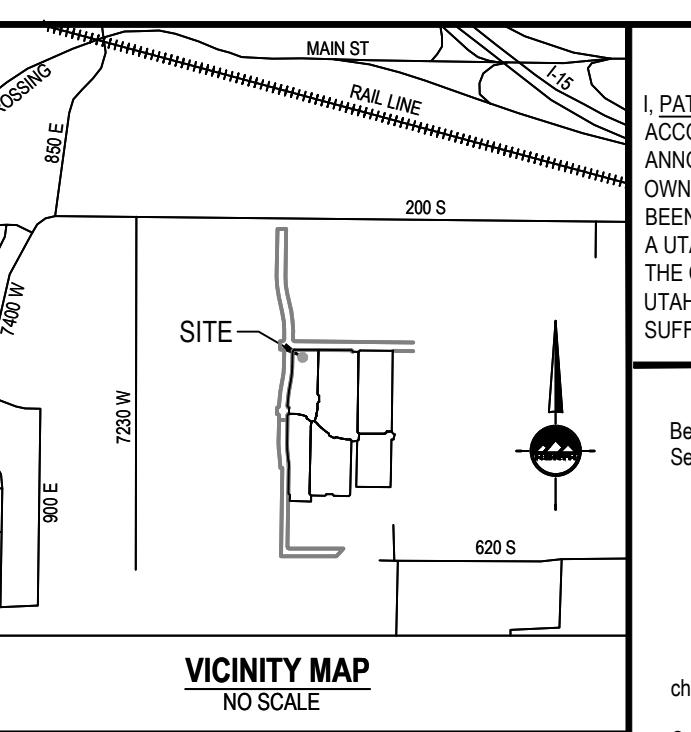
350 SOUTH STREET  
(PUBLIC STREET)



**SURVEYOR'S CERTIFICATE**  
I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE UTAH CONDOMINIUM OWNERSHIP ACT, I HAVE MADE A SURVEY ON THIS LAND AND THAT THE PLAT AS SHOWN HAS BEEN OR WILL BE CONSTRUCTED HEREAFTER TO BE KNOWN AS ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM, A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

## BOUNDARY DESCRIPTION

Beginning at a point being South 89°53'31" East 1,183.39 feet along section line and South 2,797.39 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running  
thence South 89°53'31" East 71.51 feet;  
thence South 09°15'23" West 6.97 feet;  
thence North 89°15'23" West 10.00 feet;  
thence South 00°56'33" West 152.25 feet;  
thence North 89°15'03" West 81.49 feet;  
thence North 00°56'33" East 138.14 feet;  
thence North 00°56'33" East 13.31 feet; and  
chord bears North 45°46'32" East 28.20 feet with a central angle of 89°39'57" to the point of beginning.  
Contains 12,873 Square Feet or 0.296 Acres



DATE \_\_\_\_\_ PATRICK M. HARRIS  
LICENSE NO. 286882

## OWNER'S CERTIFICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREIN DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDING OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM

### UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY, IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS "COMMON AREA" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

### RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS "COMMON AREA" FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS' GUESTS AND INVITÉS AS SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.

IN WITNESS WHEREOF, THE OWNER(S) HAVE HERETO SET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**  
STATE OF UTAH  
COUNTRY OF \_\_\_\_\_ S.S.  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE  
UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, WHO, AFTER BEING DULY SWORN,  
ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_, A LIMITED  
LIABILITY COMPANY, AND THAT HE/SHE HAS SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY  
EXECUTED THE SAME.  
MY COMMISSION EXPIRES: \_\_\_\_\_  
NAME: \_\_\_\_\_  
NO: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSION IN UTAH  
RESIDING IN \_\_\_\_\_ COUNTY  
NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

### APPROVAL BY LEGISLATIVE BODY

THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS  
SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS  
OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_ DAY OF  
\_\_\_\_\_. A.D. 20\_\_\_\_

MAYOR \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
CITY COUNCIL MEMBER \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
CITY COUNCIL MEMBER \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
CITY COUNCIL MEMBER \_\_\_\_\_ CITY COUNCIL MEMBER \_\_\_\_\_  
CITY ENGINEER \_\_\_\_\_ CLERK - RECORDER  
(SEE SEAL BELOW) \_\_\_\_\_  
ATTEST: \_\_\_\_\_

### PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_, BY THE AMERICAN FORK CITY PLANNING COMMISSION.

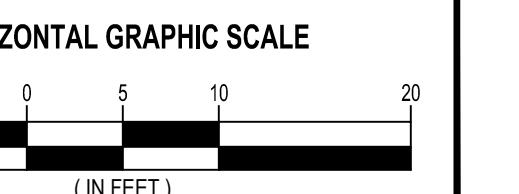
PLANNER \_\_\_\_\_ PLANNING COMMISSION CHAIRMAN \_\_\_\_\_

## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM

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

**SURVEYORS SEAL** **NOTARY PUBLIC SEAL** **CLERK-RECORDER SEAL**  
PROFESSIONAL LAND SURVEYOR  
No. 286882  
PATRICK M. HARRIS  
STATE OF UTAH

LAND USE TABLE		
BUILDING AREA	= 5,546 SF	0.13 AC 43%
LIMITED COMMON AREA	= 2,611 SF	0.06 AC 21%
COMMON AREA	= 4,716 SF	0.11 AC 36%
TOTAL AREA	= 12,873 SF	0.30 AC 100%
TOTAL NUMBER OF BUILDINGS	= 1	
TOTAL NUMBER UNITS IN PHASE	= 10	



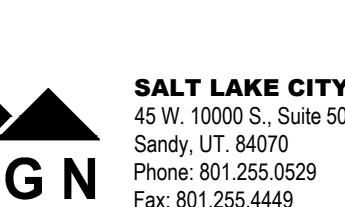
DEVELOPER  
WHITE HORSE DEVELOPERS  
520 SOUTH 850 EAST, STE. A4  
LEHI, UTAH 84043

NOTES  
1. OFFSET PINS TO BE PLACED AT THE TOP BACK OF CURB AT EACH PROJECTED PROPERTY LINE AND 5'8" BY 24' FEET WITH THE TOP SURVEY CAP TO BE PLACED AT THE TOP BACK OF CURB PRIOR TO OCCUPANCY.  
2. LOWER FLOOR SLAB ELEVATION MUST BE A MINIMUM OF 3 FEET ABOVE WATER LEVEL MEASURED DURING SPRING SEASON.  
3. BUILDING PERMITS WILL NOT BE ISSUED FOR ANY HOME UNTIL 1) ASPHALT PAVING IS INSTALLED AND 2) FIRE HYDRANTS ARE INSTALLED, APPROVED BY THE FIRE MARSHALL AND CHARGED WITH CULINARY WATER.

### WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_. 20\_\_\_\_  
BY THE WATER AND SEWER AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR



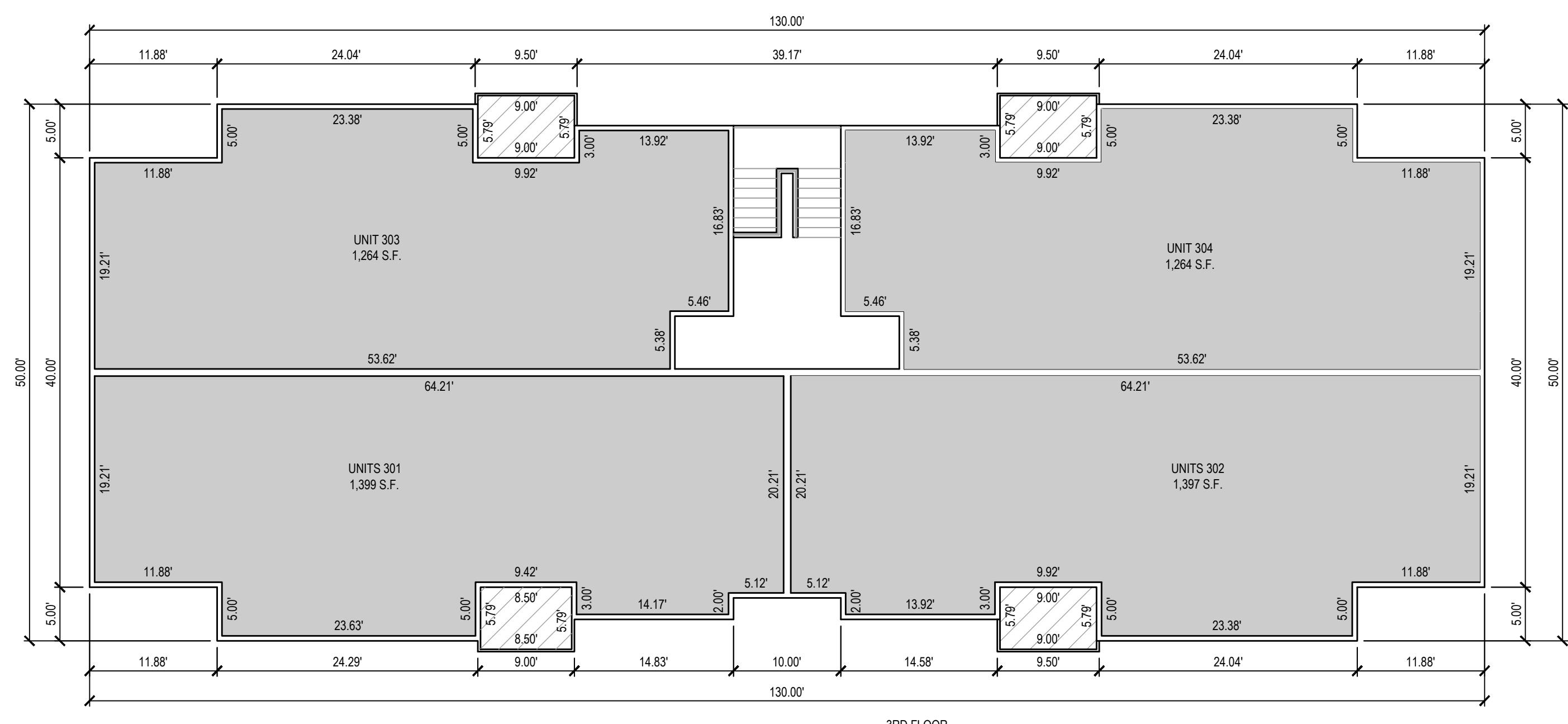
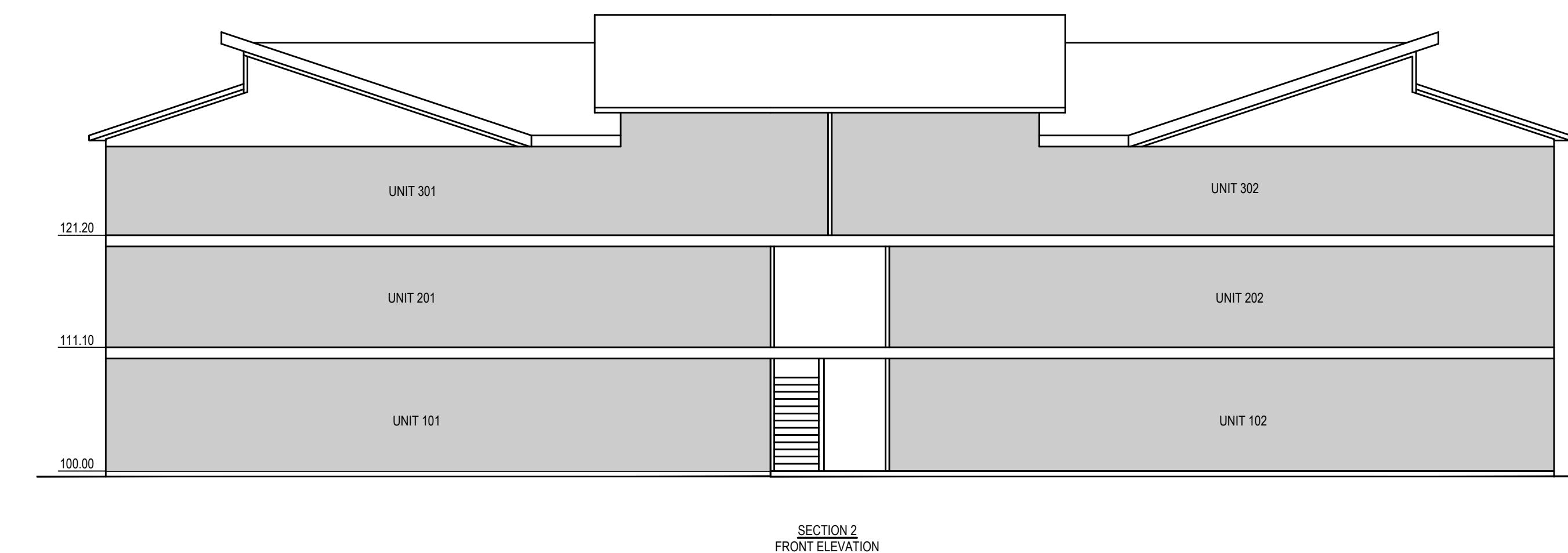
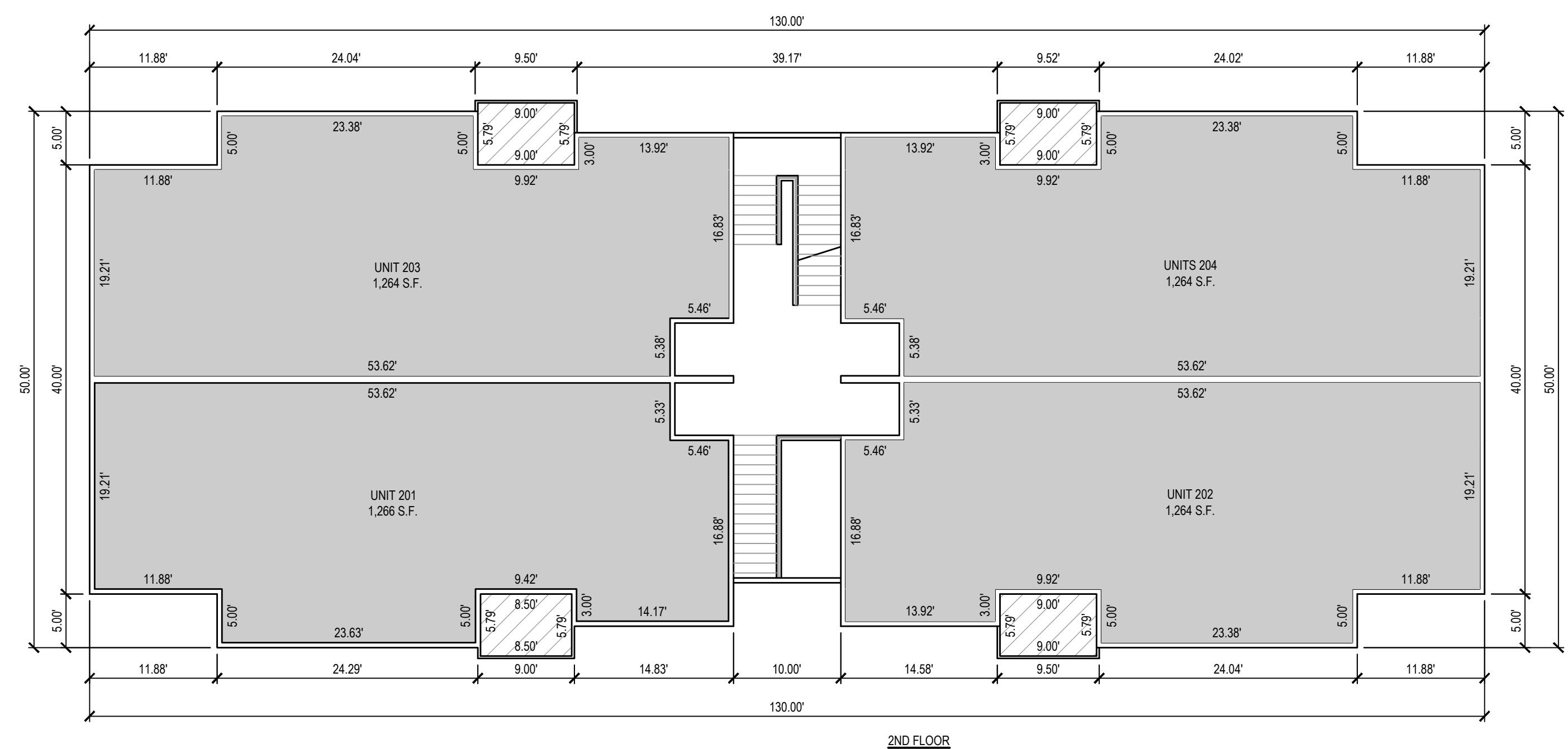
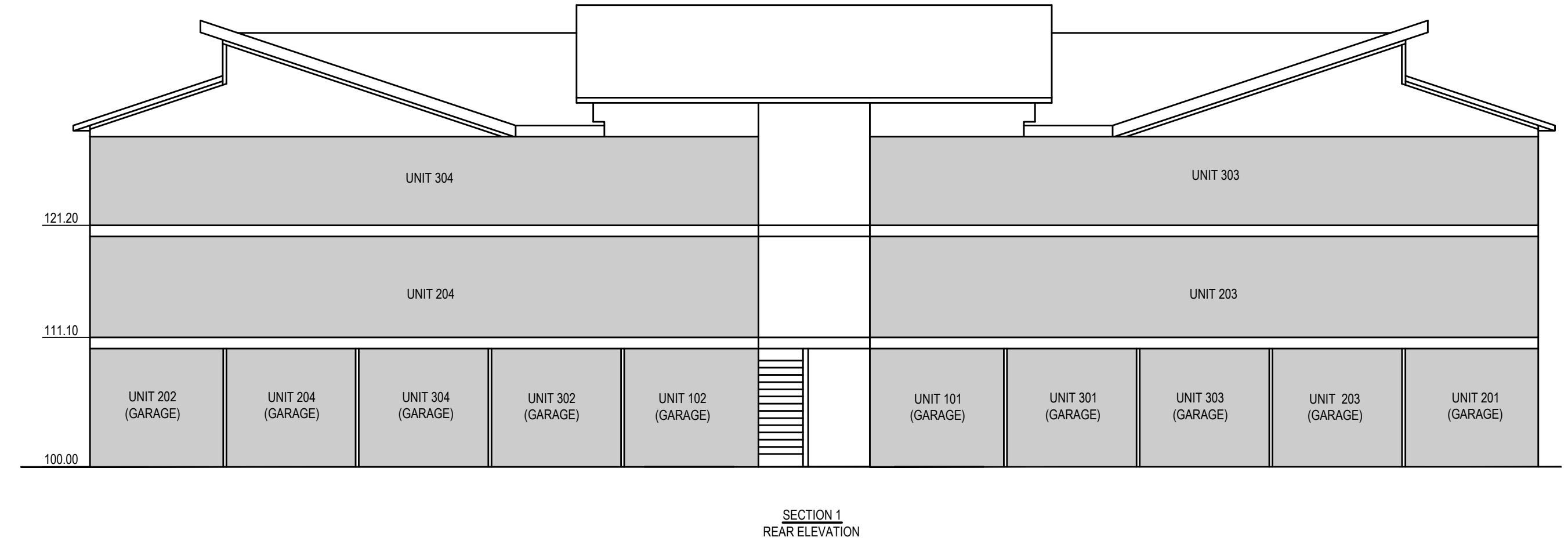
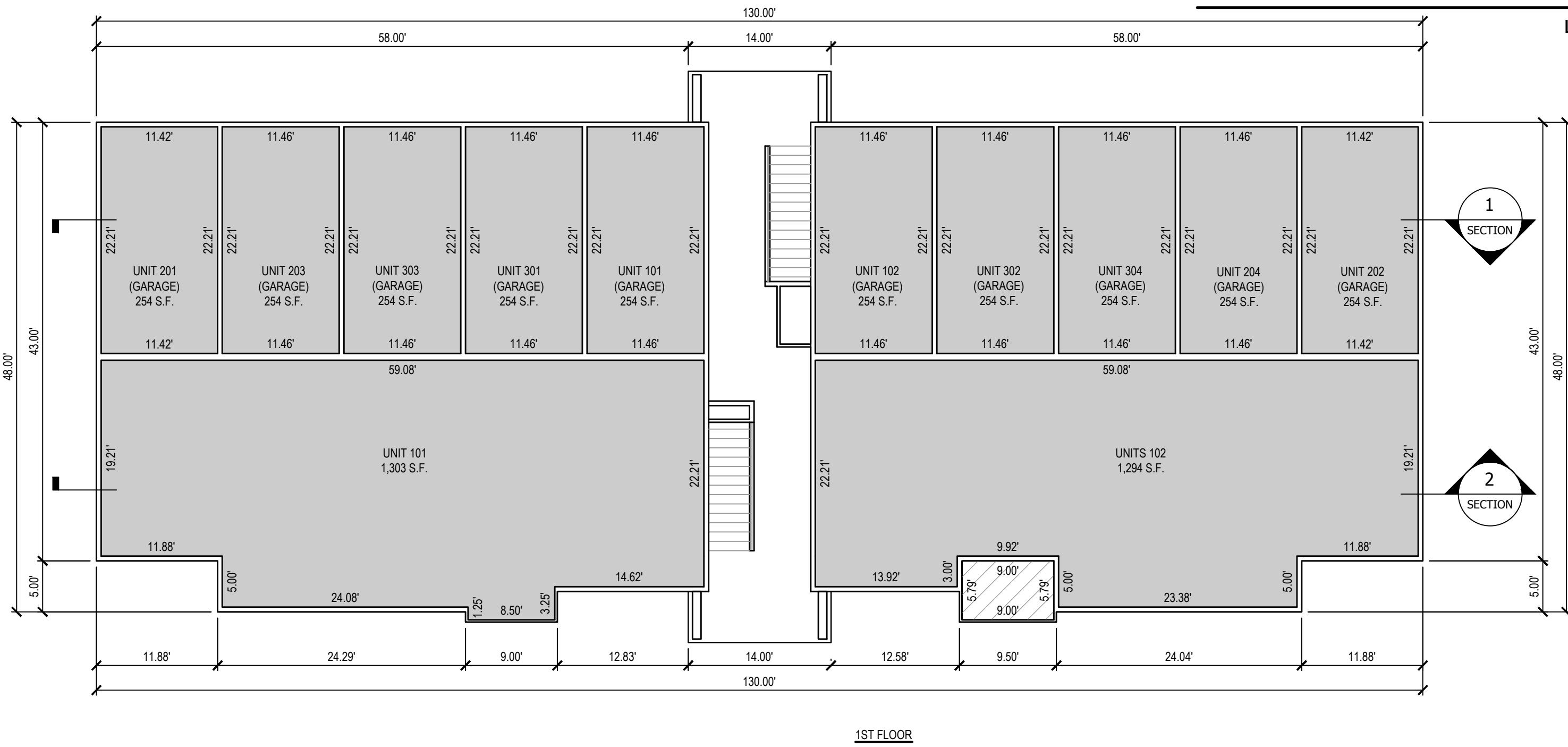
LAYTON  
Phone: 801.547.1100  
TOOELE  
Phone: 438.843.3590  
Sandy, UT 84070  
Phone: 801.255.0529  
Fax: 801.255.4449  
www.ensigneng.com

SHEET 1 OF 2  
PROJECT NUMBER : 8799F-1  
MANAGER : JKF  
DRAWN BY : JWJ  
CHECKED BY : KFW  
DATE : 7/16/20

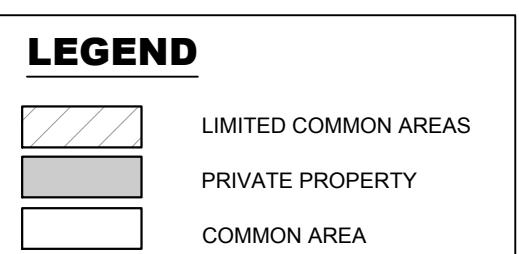
BASIS OF BEARING  
THE BASIS OF BEARING IS BETWEEN THE NORTHWEST CORNER AND THE  
NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF SOUTH 89°53'1" EAST.  
FLOOD ZONE DESIGNATION  
SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X, AS DELINEATED BY  
F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP #4955170120B  
EFFECTIVE JULY 17, 2002.

# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

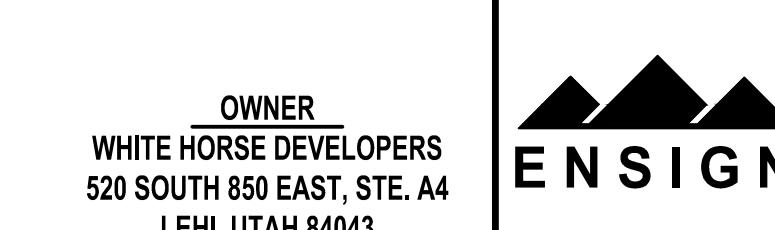


FLOOR ELEVATIONS		
FLOOR & UNITS	FINISH FLOOR ELEVATION	CEILING ELEVATION
1ST FLOOR	4511.60	4520.52
2ND FLOOR	4522.70	4531.58
3RD FLOOR	4532.80	4541.68



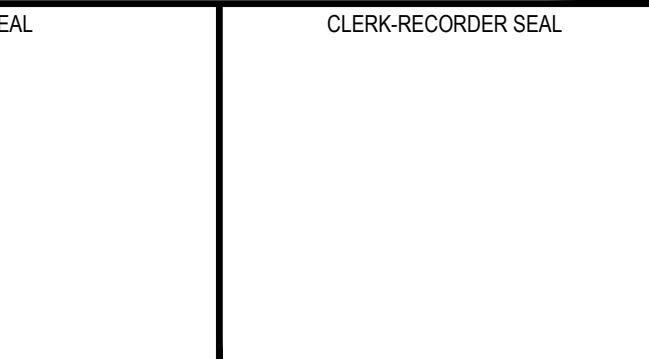
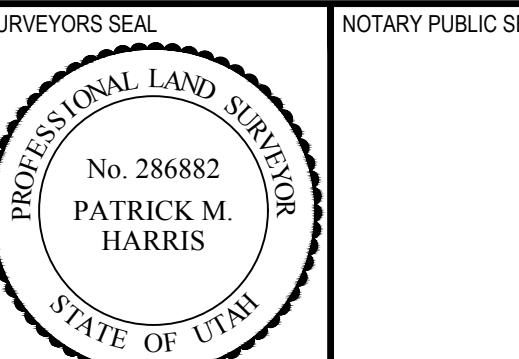
# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "A" CONDOMINIUM

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



LAYTON  
Phone: 801.547.1100  
TOOLE  
Phone: 435.843.6590  
GARDEN CITY  
Phone: 435.835.4463  
RICHFIELD  
Phone: 435.896.2983

PROJECT NUMBER: 8799F.1  
MANAGER: JKF  
DRAWN BY: JWJ  
CHECKED BY: KFW  
DATE: 7/13/20



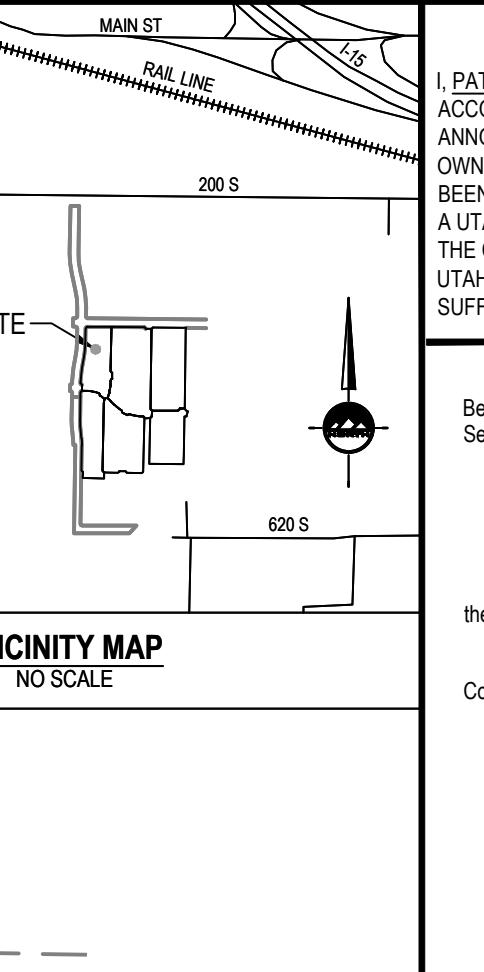
# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

NORTH QUARTER CORNER  
SECTION 22  
TSS, RIE, SLBM  
(FOUND 3' BRASS CAP)

LOT 104      LOT 105      LOT 106      LOT 107      LOT 108      LOT 109      LOT 110      LOT 111      LOT 112      LOT 113

ROCKWELL RANCH | BLOCK 1 PHASE 1



**SURVEYOR'S CERTIFICATE**  
I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, THE PLAT OF LAND DESCRIBED HEREIN IS TO BE KNOWN AS ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM. A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

## BOUNDARY DESCRIPTION

Beginning at a point being South 89°53'31" East 1,160.91 feet along section line and South 2,955.18 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running  
thence South 89°53'27" East 81.49 feet;  
thence South 01°53'31" West 155.22 feet;  
thence North 09°03'27" West 95.97 feet;  
thence North 10°08'21" East 27.13 feet;  
thence Northeastly 126.72 feet along the arc of a 789.50 foot radius curve to the left (center bears North 79°51'39" West and the chord bears North 05°32'27" East 126.59 feet with a central angle of 09°11'48");  
thence North 00°56'33" East 1.66 feet to the point of beginning.

Contains 13,437 Square Feet or 0.308 Acres

DATE \_\_\_\_\_

PATRICK M. HARRIS  
LICENSE NO. 286882

## OWNER'S CERTIFICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDING OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMITED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

### UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY, IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS "COMMON AREA" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

### RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS "COMMON AREA" FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS' GUESTS AND INVITÉS AS SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.

IN WITNESS WHEREOF, THE OWNER(S) HAVE HERETOSET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_.

By:

Its:

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH  
COUNTY OF \_\_\_\_\_ } S.S.

ON THE \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN, UNDERSIGNED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_, A LIMITED LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NAME: \_\_\_\_\_  
NO: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSION IN UTAH  
RESIDING IN \_\_\_\_\_ COUNTY  
NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

### APPROVAL BY LEGISLATIVE BODY

THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_

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

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

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

CITY ENGINEER \_\_\_\_\_ CLERK - RECORDER (SEE SEAL BELOW) \_\_\_\_\_

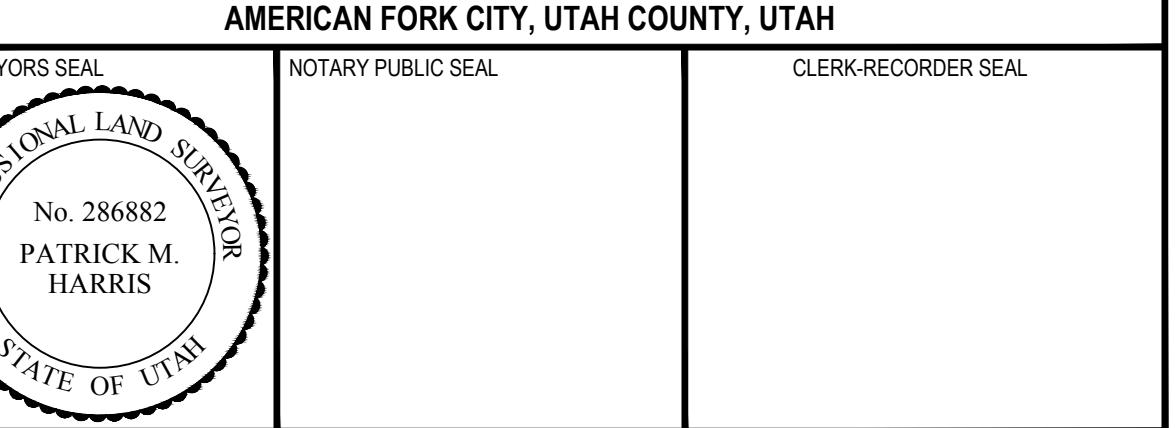
### PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_. A.D. 20\_\_\_\_, BY THE AMERICAN FORK CITY PLANNING COMMISSION.

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

## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

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



## 1080 WEST STREET (PRIVATE STREET)

## 1100 WEST STREET (PUBLIC STREET)

**DEVELOPER**  
WHITE HORSE DEVELOPERS  
520 SOUTH 850 EAST, STE. A4  
LEHI, UTAH 84043

### WATER AND SEWER AUTHORITY APPROVAL

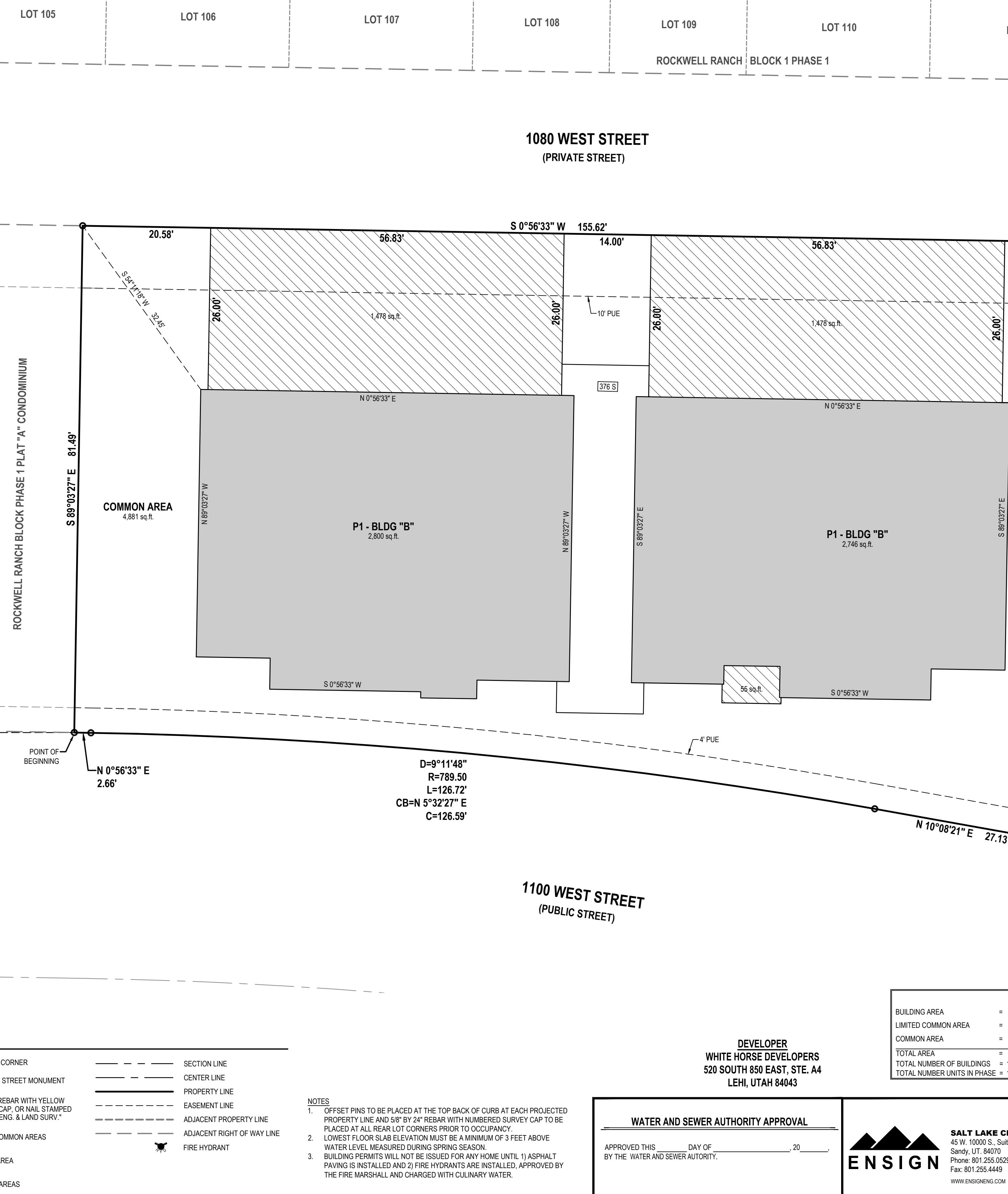
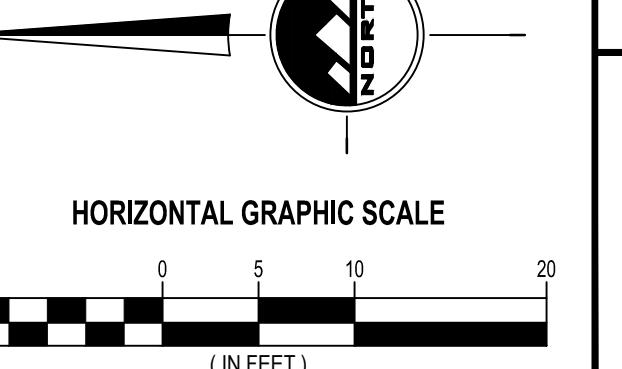
APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_. 20\_\_\_\_  
BY THE WATER AND SEWER AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR

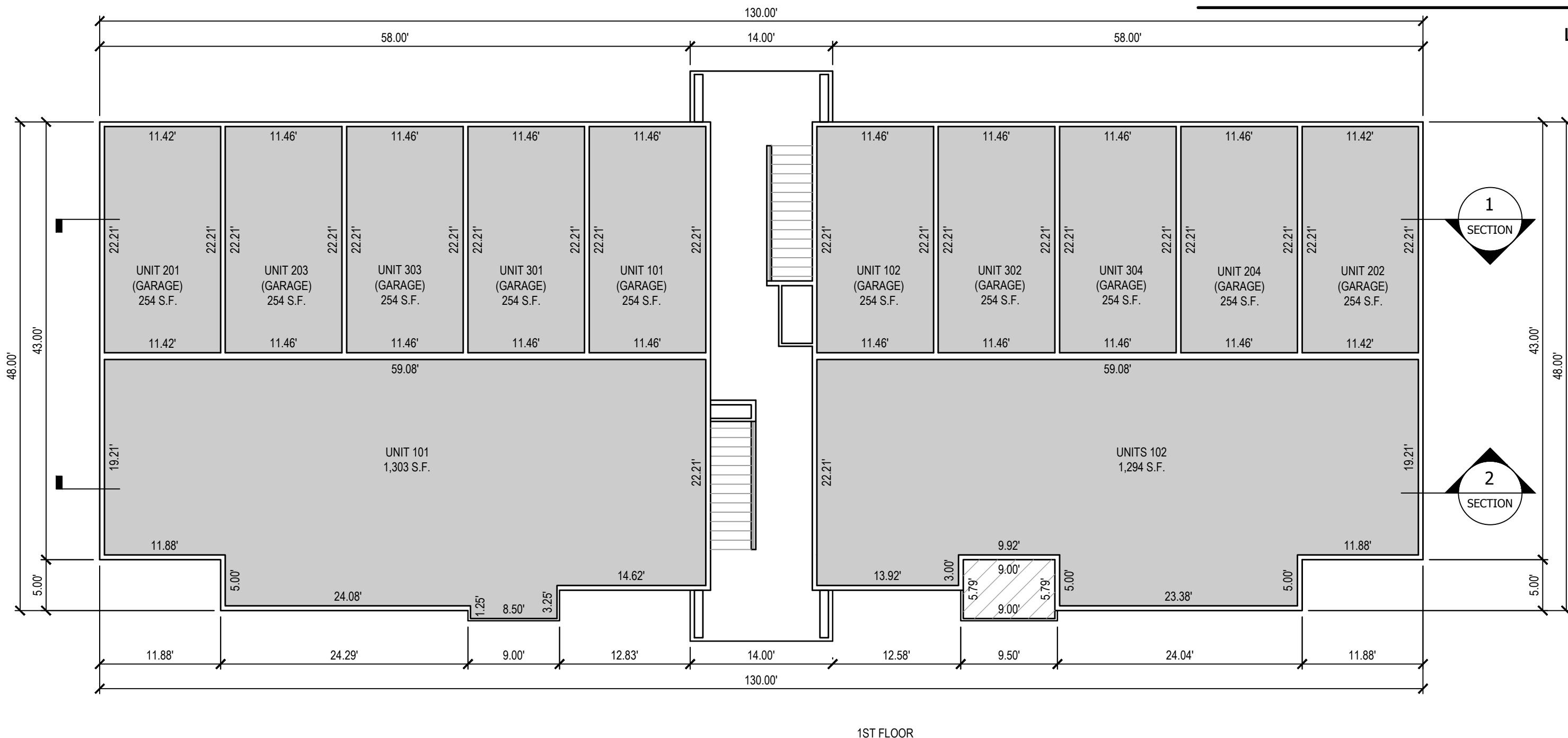
LAND USE TABLE			
BUILDING AREA	= 5,546 SF	0.13 AC	41%
LIMITED COMMON AREA	= 3,010 q SF	0.07 AC	22%
COMMON AREA	= 4,881 SF	0.11 AC	37%
TOTAL AREA	= 13,437 SF	0.31 AC	100%
TOTAL NUMBER OF BUILDINGS	= 1		
TOTAL NUMBER UNITS IN PHASE	= 10		



THE BASIS OF BEARING IS BETWEEN THE NORTHWEST CORNER AND THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF SOUTH 89°53'11" EAST.  
SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X, AS DELINEATED BY F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP #4955170120B, EFFECTIVE JULY 17, 2002.

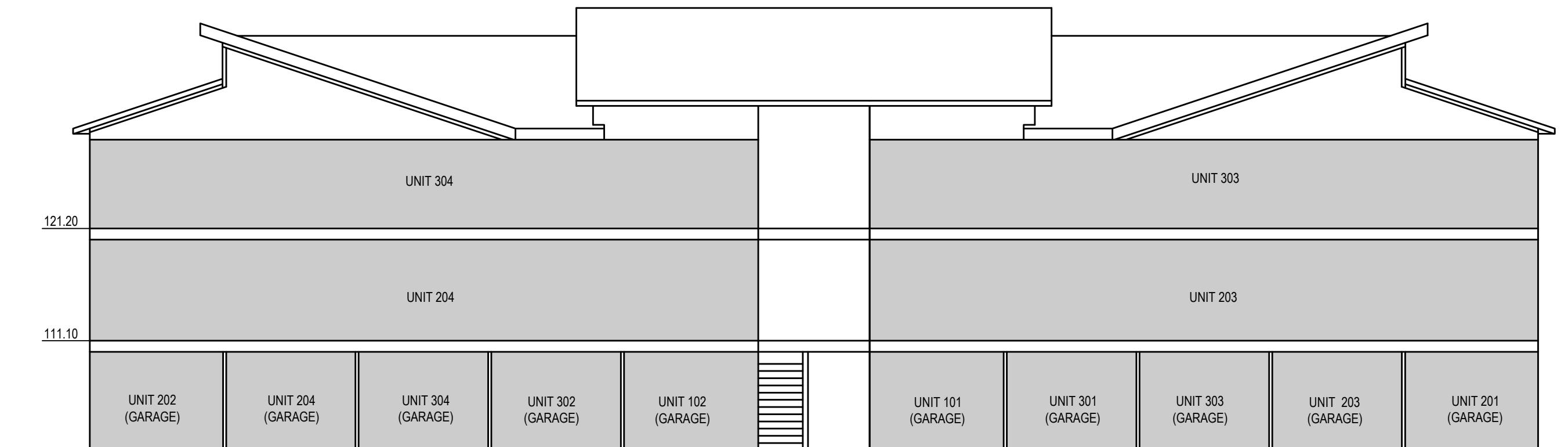
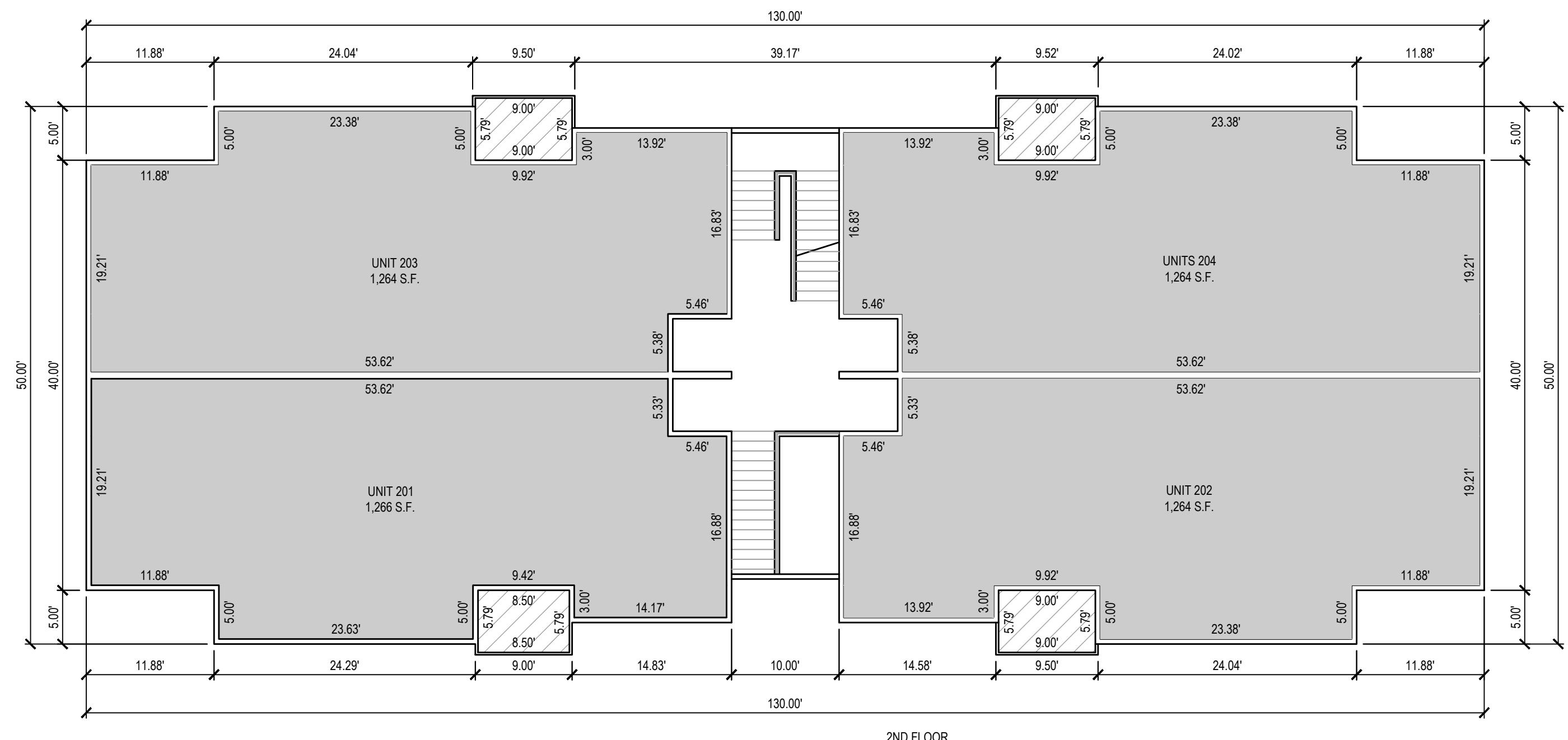


# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

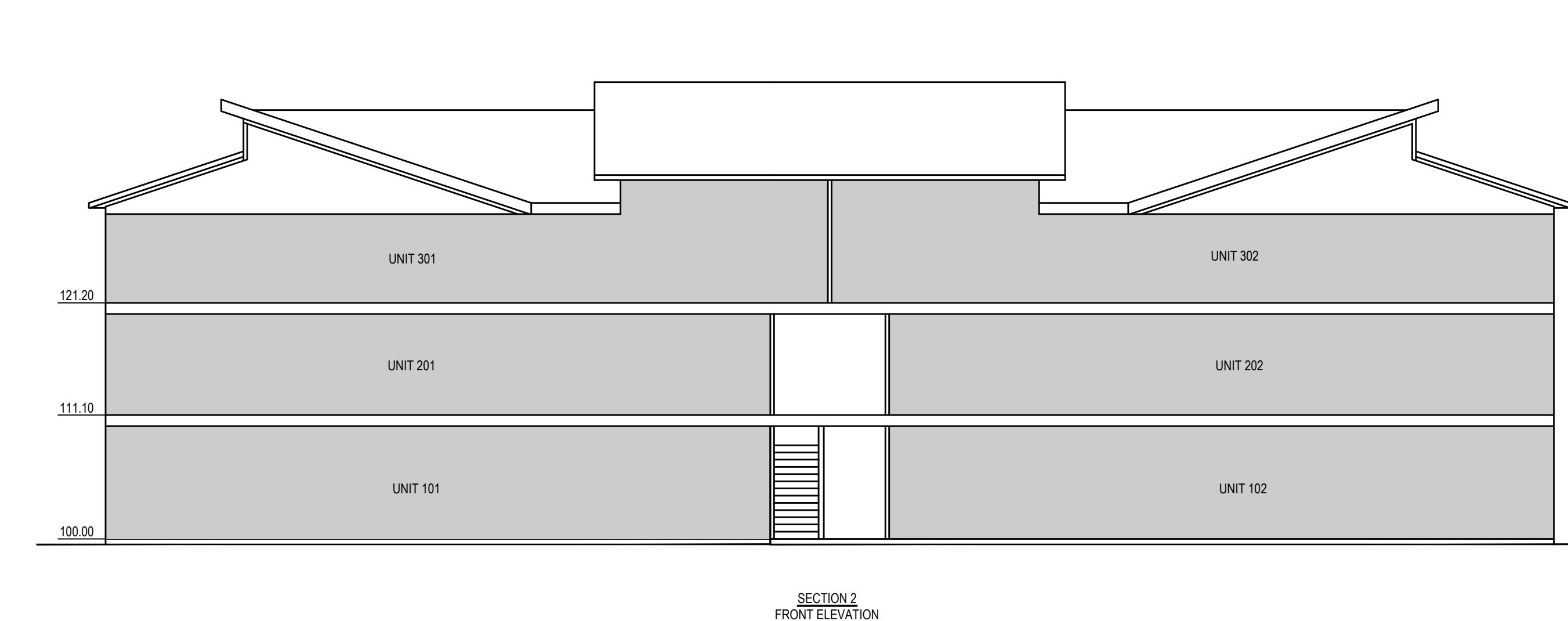
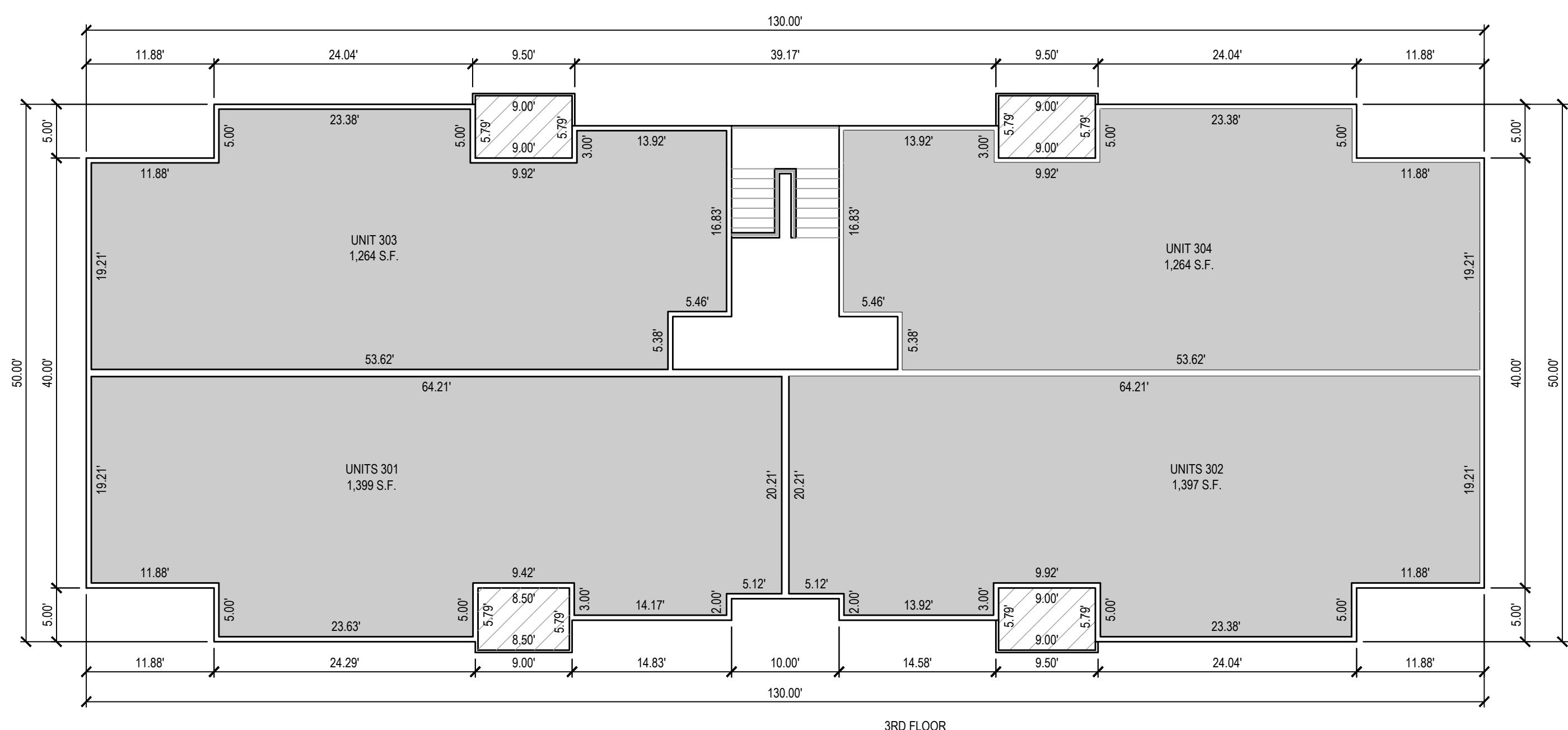


1ST FLOOR

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

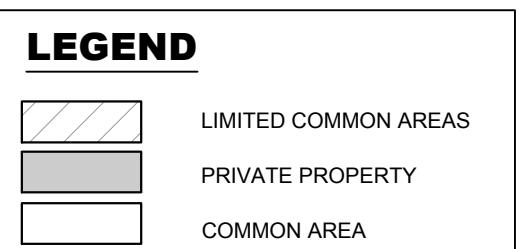
SECTION 1  
REAR ELEVATION

2ND FLOOR

SECTION 2  
FRONT ELEVATION

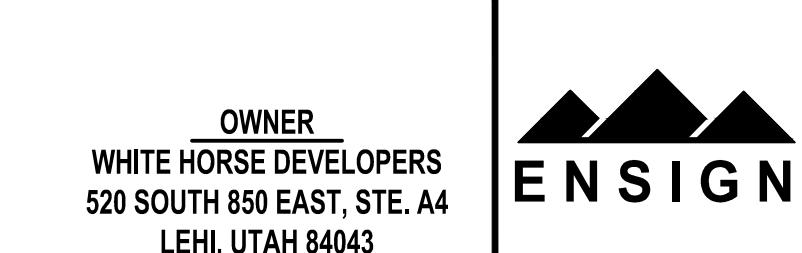
3RD FLOOR

FLOOR ELEVATIONS		
FLOOR & UNITS	FINISH FLOOR ELEVATION	CEILING ELEVATION
1ST FLOOR	4510.80	4519.72
2ND FLOOR	4521.90	4530.78
3RD FLOOR	4532.00	4540.88



# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

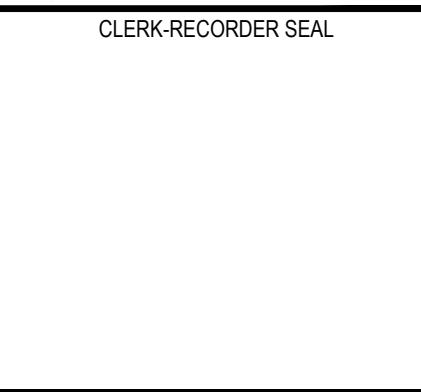
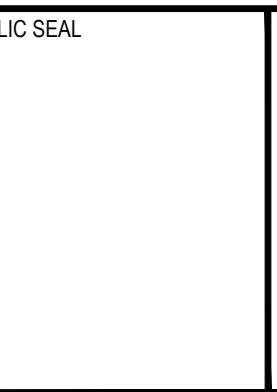
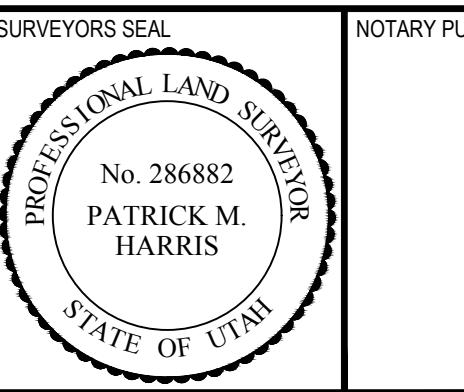
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH



OWNER  
WHITE HORSE DEVELOPERS  
520 SOUTH 850 EAST, STE. A4  
LEHI, UTAH 84043  
WWW.ENSIGNENG.COM

LAYTON  
Phone: 801.547.1100  
TOOLE  
Phone: 435.843.3590  
CEDAR CITY  
Phone: 435.628.4643  
RICHFIELD  
Phone: 435.896.2983

PROJECT NUMBER: 8799F.1  
MANAGER: JKF  
DRAWN BY: JWJ  
CHECKED BY: KFW  
DATE: 7/13/20



# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "C" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

NORTH QUARTER CORNER  
SECTION 22  
TSS, RIE, SLBM  
(FOUND 3' BRASS CAP)

LOT 111

LOT 112

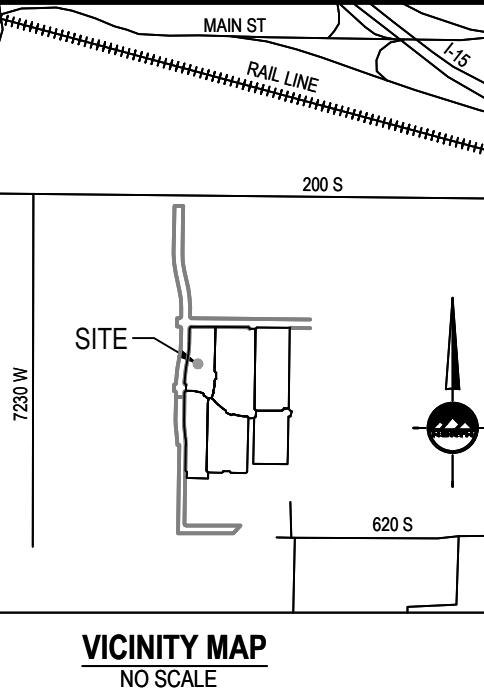
LOT 113

LOT 114

LOT 115

LOT 116

ROCKWELL RANCH BLOCK 1 PHASE 1

VICINITY MAP  
NO SCALE

**SURVEYOR'S CERTIFICATE**  
I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, THE PROPERTY DESCRIBED IN THIS PLAT IS BEING SUBDIVIDED AND THAT THE PROPERTY AS SHOWN ON THIS PLAT HAS BEEN OR WILL BE CONSTRUCTED HEREAFTER TO BE KNOWN AS ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "C" CONDOMINIUM. A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

**BOUNDARY DESCRIPTION**

Beginning at a point being South 89°53'31" East 1,143.86 feet along section line and South 3,110.58 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running South 89°13'27" East 95.97 feet; thence South 09°53'3" West 13.00 feet; thence Southwesterly 15.64 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 45°44'30" West 14.09 feet with a central angle of 89°35'44"); thence North 89°7'33" West 107.21 feet; thence Northwesterly 50.33 feet along the arc of a 7.00 foot radius curve to the right (center bears South 83°55'10" East and the chord bears North 83°55'15" East 50.33 feet with a central angle of 04°03'31"); thence North 10°20'21" East 53.11 feet to the point of beginning.

Contains 15,143 Square Feet or 0.348 Acres

**1080 WEST STREET**  
(PRIVATE STREET)

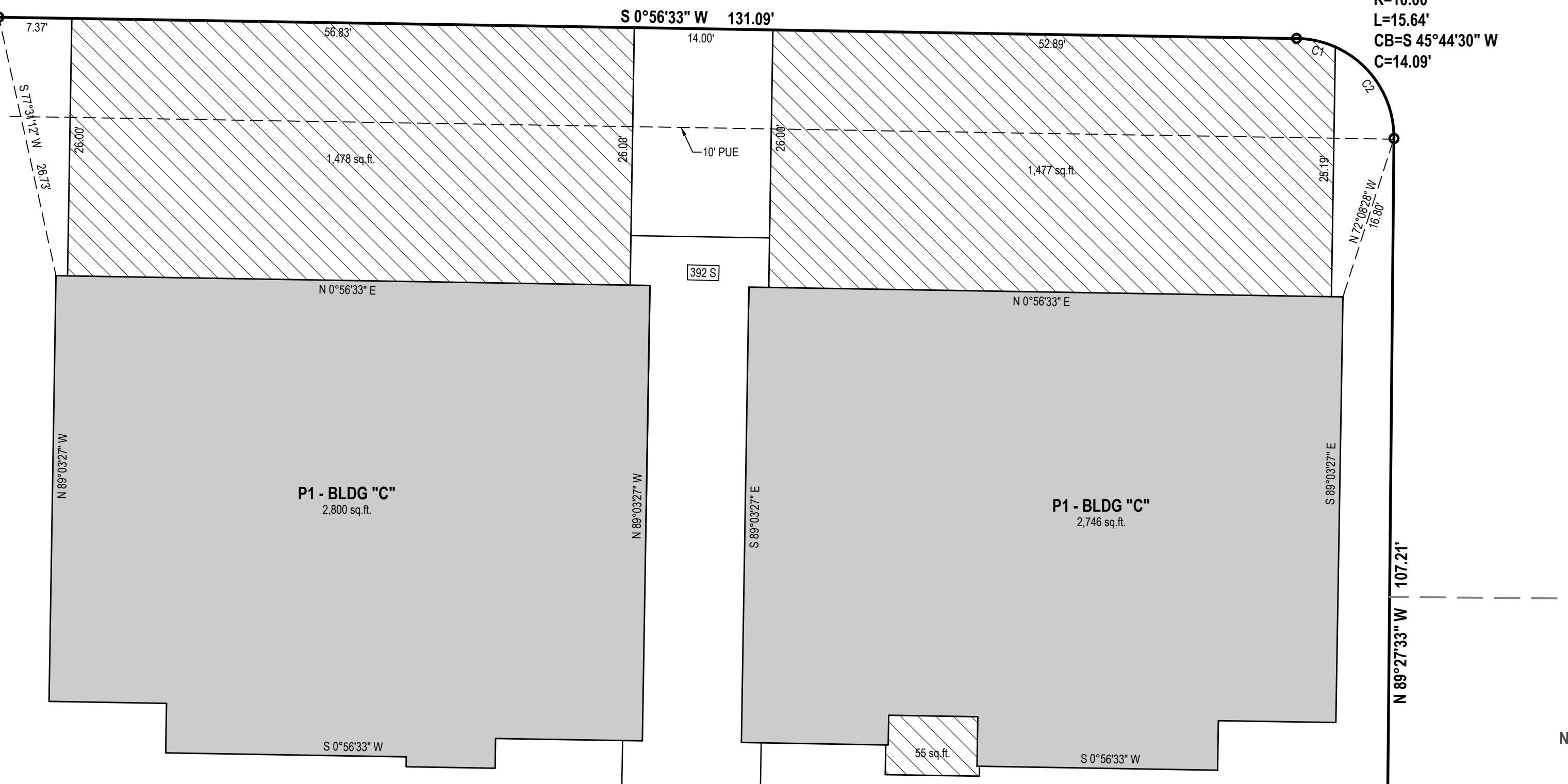
S 0°56'33" W 131.09'

D=89°35'54"  
R=10.00  
L=15.64'  
CB=S 45°44'30" W  
C=14.09'

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	BEARING
C1	10.00'	4.06'	23°14'19"	N12°33'43"E 4.03'
C2	10.00'	11.58'	66°21'35"	N67°21'40"E 10.95'

ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "B" CONDOMINIUM

S 89°03'27" E 95.97'



NBFF PROPERTY, LLC  
FUTURE PHASE

POINT OF BEGINNING

SOUTH 3110.58'

N 10°08'21" E 93.11'

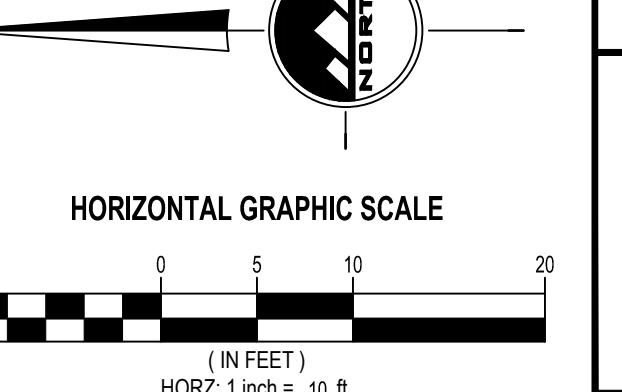
COMMON AREA

6,587 sq ft.

**1100 WEST STREET**  
(PUBLIC STREET)

D=4°03'31"  
R=710.50  
L=50.33'  
CB=N 8°06'35" E  
C=50.32'

LAND USE TABLE				
BUILDING AREA	=	5,546 SF	0.13 AC	37%
LIMITED COMMON AREA	=	3,010 SF	0.07 AC	20%
COMMON AREA	=	6,587 SF	0.15 AC	43%
TOTAL AREA	=	15,143 SF	0.35 AC	100%
TOTAL NUMBER OF BUILDINGS = 1				
TOTAL NUMBER UNITS IN PHASE = 10				



**DEVELOPER**  
WHITE HORSE DEVELOPERS  
520 SOUTH 850 EAST, STE. A4  
LEHI, UTAH 84043

WATER AND SEWER AUTHORITY APPROVAL

APPROVED THIS 20 DAY OF 20  
BY THE WATER AND SEWER AUTHORITY.

PUBLIC WORKS DEPARTMENT DIRECTOR



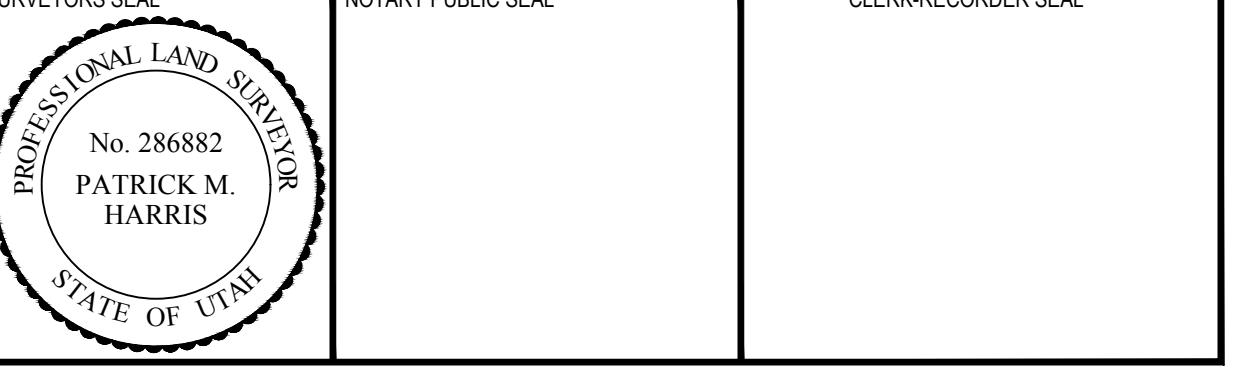
**SALT LAKE CITY**  
45 W. 10000 S., Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529  
Fax: 801.255.4449  
WWW.ENSIGNENG.COM

**LAYTON**  
Phone: 438.843.3590  
TOOELE  
Phone: 438.843.3590  
GEARHORN  
Phone: 438.851.1433  
RICHFIELD  
Phone: 438.896.2983

**SHEET 1 OF 2**  
PROJECT NUMBER : 8799F.1  
MANAGER : JKF  
DRAWN BY : JWJ  
CHECKED BY : KFW  
DATE : 7/16/20

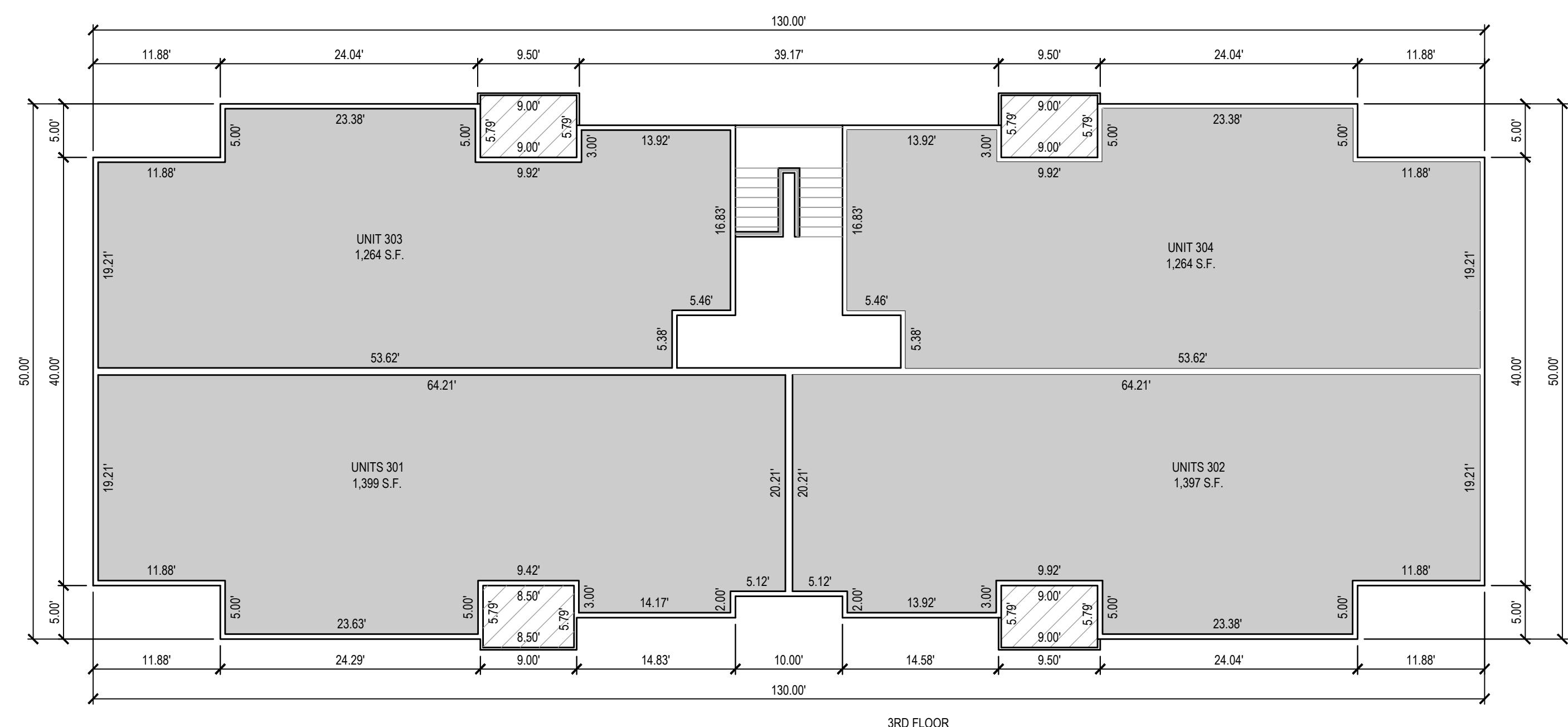
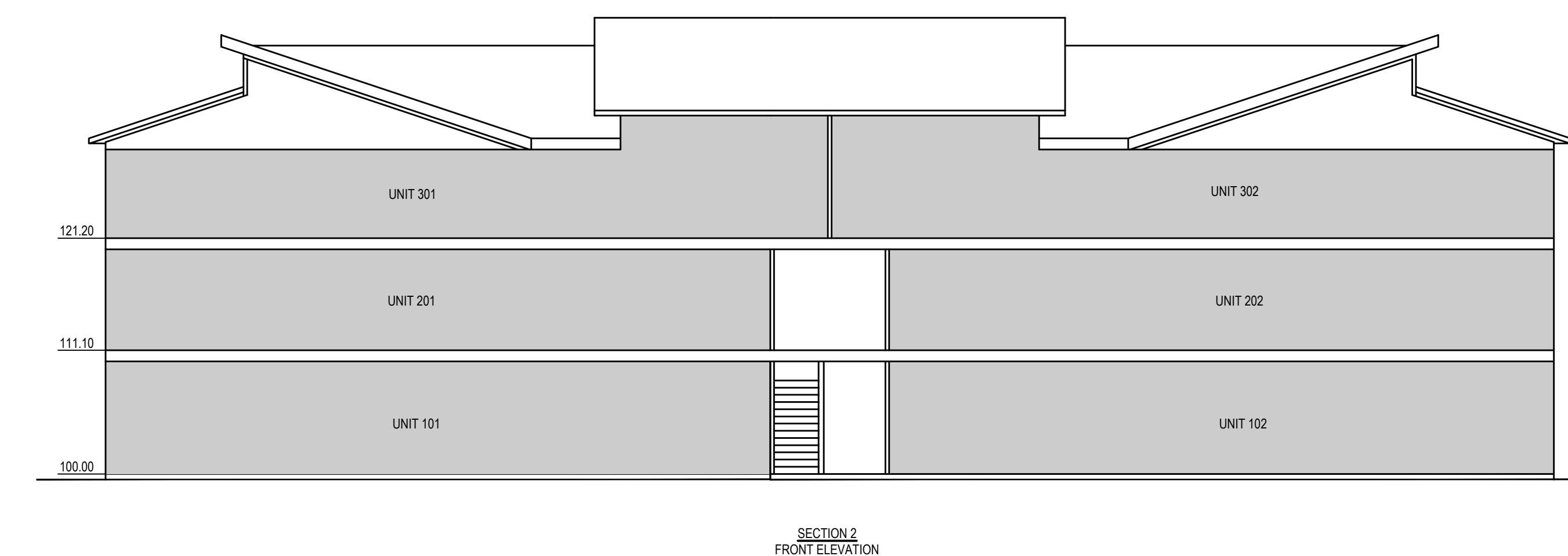
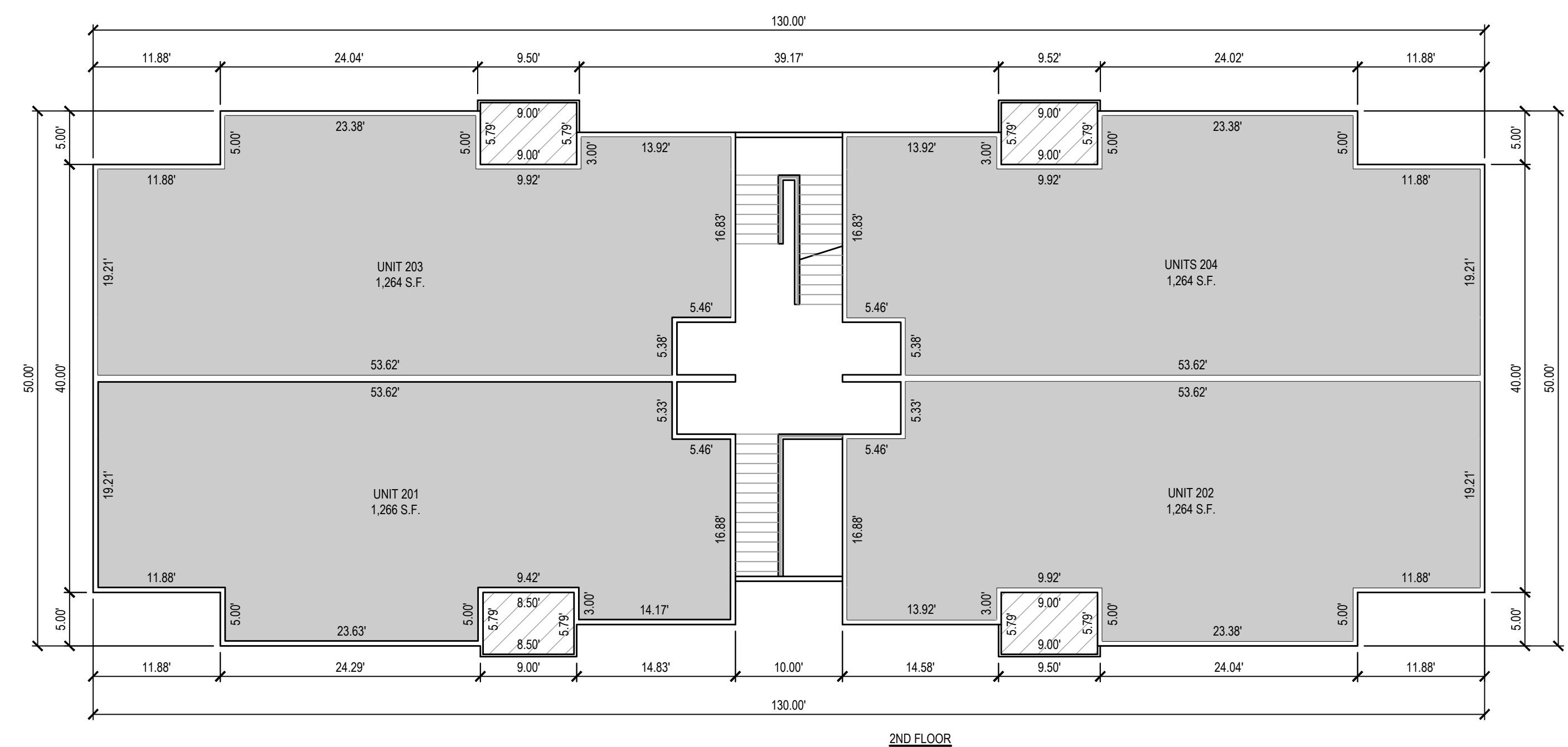
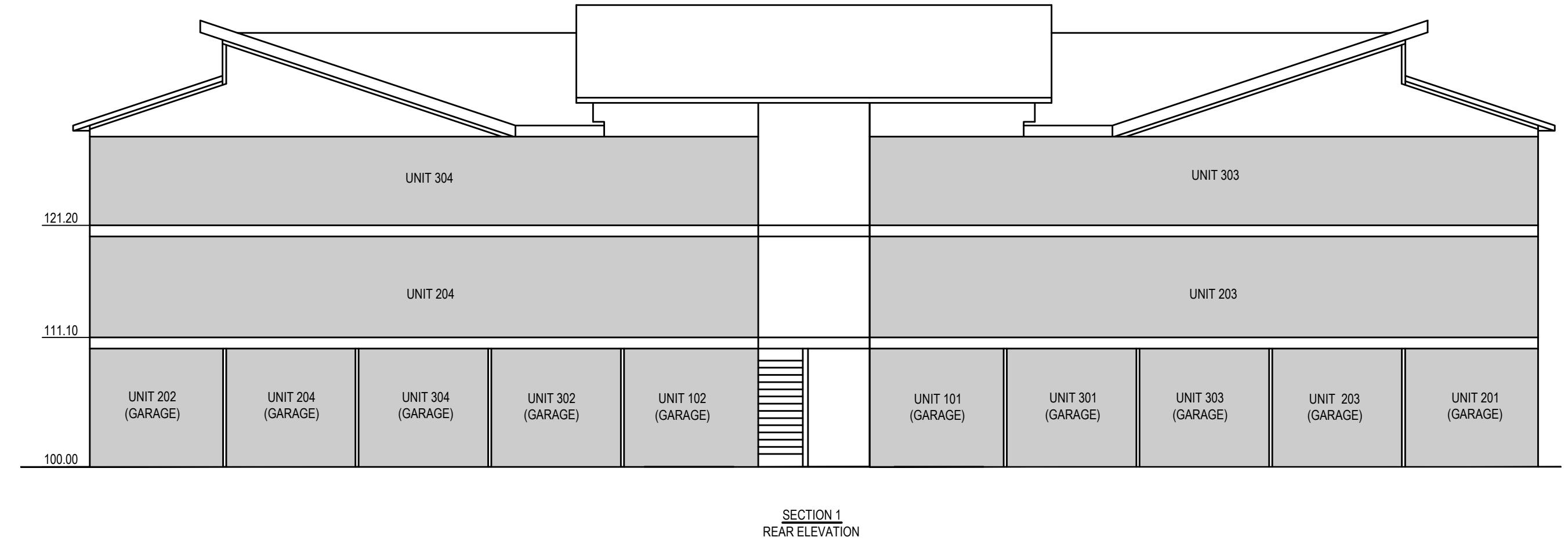
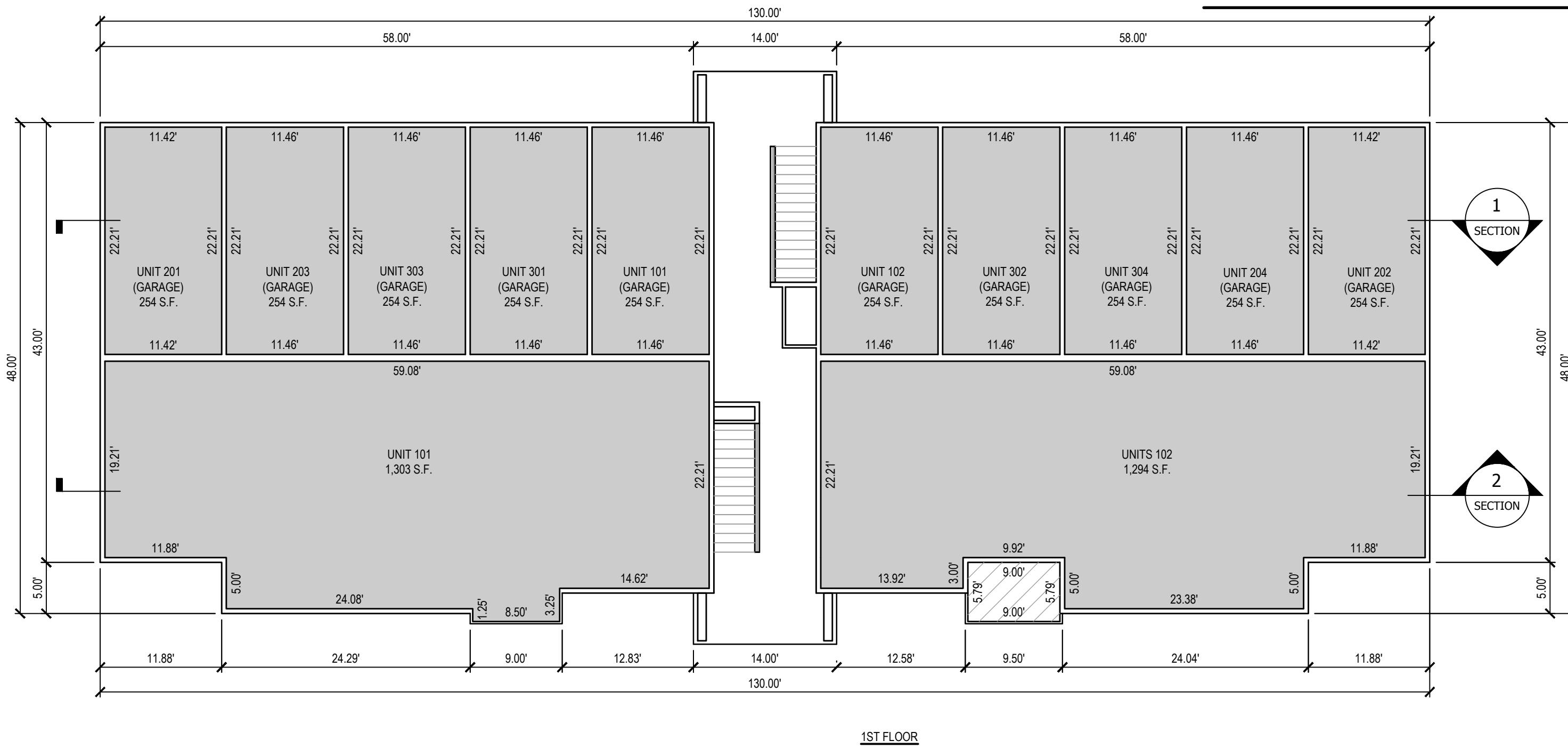
**BASIS OF BEARING**  
THE BASIS OF BEARING IS BETWEEN THE NORTHWEST CORNER AND THE  
NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF SOUTH 89°53'1" EAST.

**FLOOD ZONE DESIGNATION**  
SUBJECT PROPERTY FALLS WITHIN FLOOD ZONE X, AS DELINEATED BY  
F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL MAP #4955170120B  
EFFECTIVE JULY 17, 2002.

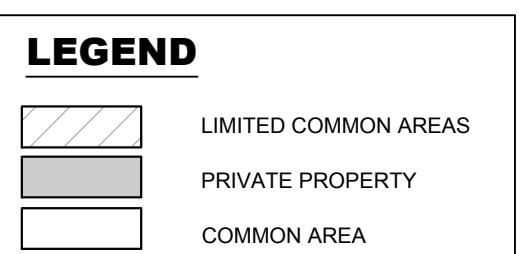


# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "C" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

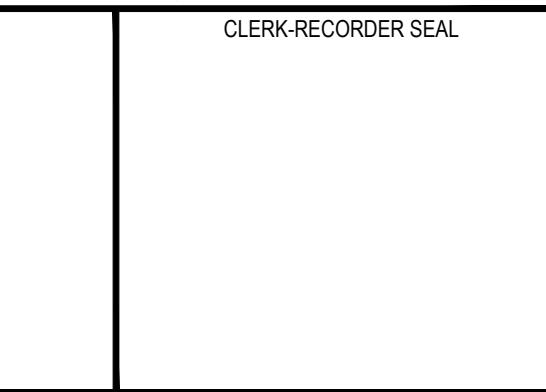
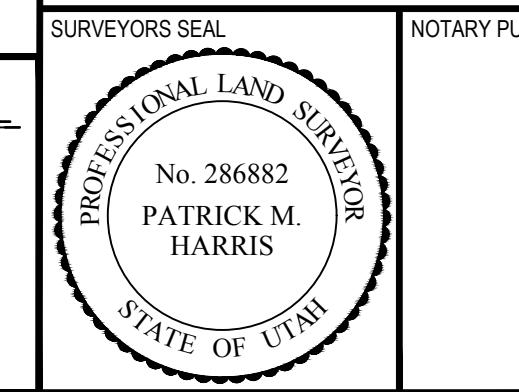
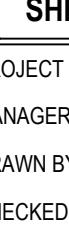
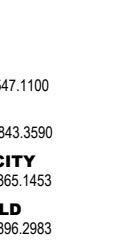
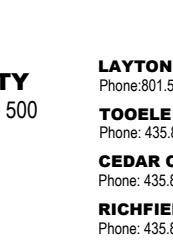
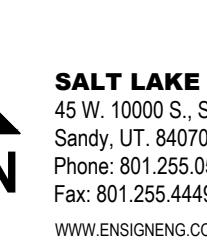


FLOOR ELEVATIONS		
FLOOR & UNITS	FINISH FLOOR ELEVATION	CEILING ELEVATION
1ST FLOOR	4810.45	4819.37
2ND FLOOR	4821.55	4830.43
3RD FLOOR	4831.65	4840.53



# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "C" CONDOMINIUM

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



# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

NORTHWEST CORNER  
SECTION 22  
T5, R1E, SL&M  
(FOUND 3' BRASS CAP)

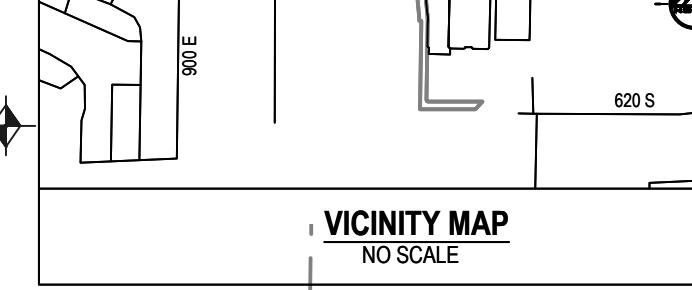
1120.37

BASIS OF BEARING S 89°53'31" E 2659.86'

1539.49'

NORTH QUARTER CORNER  
SECTION 22  
T5, R1E, SL&M  
(FOUND 3' BRASS CAP)

620 S



SURVEYOR'S CERTIFICATE  
I, PATRICK M. HARRIS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. CERTIFICATE NUMBER 286882. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, THE PROPERTY DESCRIBED IN THIS PLAT IS BEING SUBDIVIDED AND THAT THE PROPERTY AS SHOWN ON THIS PLAT HAS BEEN OR WILL BE CONSTRUCTED HEREAFTER TO BE KNOWN AS ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM. A UTAH CONDOMINIUM PROJECT, IN ACCORDANCE WITH THE UTAH CONDOMINIUM OWNERSHIP ACT. I FURTHER CERTIFY THAT THE CONDOMINIUM PLAT FOR SAID PROJECT IS ACCURATE AND COMPLIES WITH THE PROVISION OF SECTION 57-8-13(1) OF THE UTAH CONDOMINIUM OWNERSHIP ACT. REFERENCE MARKERS AS SHOWN ON THIS PLAT ARE LOCATED AS SHOWN AND ARE SUFFICIENT TO READILY RETRACE OR RE-ESTABLISH THIS SURVEY.

## BOUNDARY DESCRIPTION

Beginning at a point being South 89°53'31" East 1,120.37 feet along section line and South 3,252.10 feet from the Northwest Corner of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian and running

thence South 89°27'33" East 60.92 feet;

thence South 00°17'37" West 19.10 feet;

thence South 89°10'08" East 162.54 feet;

thence South 00°56'33" West 76.96 feet;

thence Southwesterly 19.19 feet along the arc of a 72.00 foot radius curve to the right (center bears North 89°03'27" West and the chord bears South 08°34'37" West 19.13 feet with a central angle of 15°16'08");

thence North 89°33'27" West 25.42 feet along the arc of a 15.00 foot radius curve to the right (center bears North 73°47'18" West and the chord bears North 84°14'57" West 23.49 feet with a central angle of 15°00'00");

thence Northwest 148.74 feet along the arc of a 381.00 foot radius curve to the left (center bears South 23°18'37" West and the chord bears North 77°52'25" West 147.80 feet with a central angle of 22°22'04");

thence North 89°33'27" West 43.73 feet;

thence Northeast 23.33 feet along the arc of a 15.00 foot radius curve to the right (center bears North 00°56'33" East and the chord bears North 41°47'37" East 21.21 feet with a central angle of 90°00'00");

thence North 00°56'33" East 16.98 feet;

thence Northeastly 63.71 feet along the arc of a 710.50 foot radius curve to the right (center bears South 89°03'27" East and the chord bears North 03°30'42" East 63.69 feet with a central angle of 05°08'17" to the point of beginning).

Contains 20,465 Square Feet or 0.470 Acres

Contains 20,465 Square Feet or 0.470 Acres

DATE \_\_\_\_\_

PATRICK M. HARRIS  
LICENSE NO. 286882

## OWNER'S CERTIFICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) OF SAID TRACT OF LAND DESCRIBED HEREON, DO HEREBY CERTIFY THAT WE CONSENT TO THE RECORDING OF THIS CONDOMINIUM PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED 57-8-13, SUBDIVIDING THE LAND INTO CONDOMINIUM OWNERSHIP, AND CREATING UNITS, COMMON AREAS, LIMTED COMMON AREAS AND EASEMENTS ALL AS SET FORTH HEREIN TO HEREAFTER BE KNOWN AS

## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM

### UTILITY DEDICATION

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY GRANT AND CONVEY TO THE CITY AND OTHER PUBLIC UTILITY COMPANIES, A PERMANENT EASEMENT AND RIGHT OF WAY, IN AND TO THOSE AREAS REFLECTED ON THE MAP AND DEFINED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THIS PROJECT AS "COMMON AREA" (INCLUDING PRIVATE STREETS AND PRIVATE DRIVEWAYS) FOR CONSTRUCTION AND MAINTENANCE OF APPROVED PUBLIC UTILITIES AND APPURTENANCES TOGETHER WITH RIGHT OF ACCESS THERETO.

### RESERVATION OF COMMON AREAS

BY EXECUTION OF THIS PLAT, THE OWNER(S) SHOWN BELOW DOES HEREBY RESERVE ALL AREAS SHOWN ON THIS PLAT OR DESCRIBED IN THE DECLARATION OF CONDOMINIUM AS "COMMON AREA" FOR THE COMMON ENJOYMENT OF ALL OWNERS AND SUCH OWNERS GUESTS AND INVITES AS SPECIFICALLY DESCRIBED IN THE DECLARATION OF CONDOMINIUM APPLICABLE TO THE PROJECT.

IN WITNESS HEREOF, THE OWNER(S) HAVE HERETOSET OUR HANDS THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

### LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH \_\_\_\_\_ S.S.  
ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, THE  
UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, WHO AFTER BEING DULY SWORN,  
ACKNOWLEDGED TO ME THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_, A LIMITED  
LIABILITY COMPANY AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

MY COMMISSION EXPIRES: \_\_\_\_\_  
NAME: \_\_\_\_\_  
NO: \_\_\_\_\_  
A NOTARY PUBLIC COMMISSION IN UTAH  
RESIDING IN \_\_\_\_\_ COUNTY  
NOTARY PUBLIC  
RESIDING IN \_\_\_\_\_ COUNTY

### APPROVAL BY LEGISLATIVE BODY

THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS  
SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL THE STREETS, EASEMENTS, AND OTHER PARCELS  
OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

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

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

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

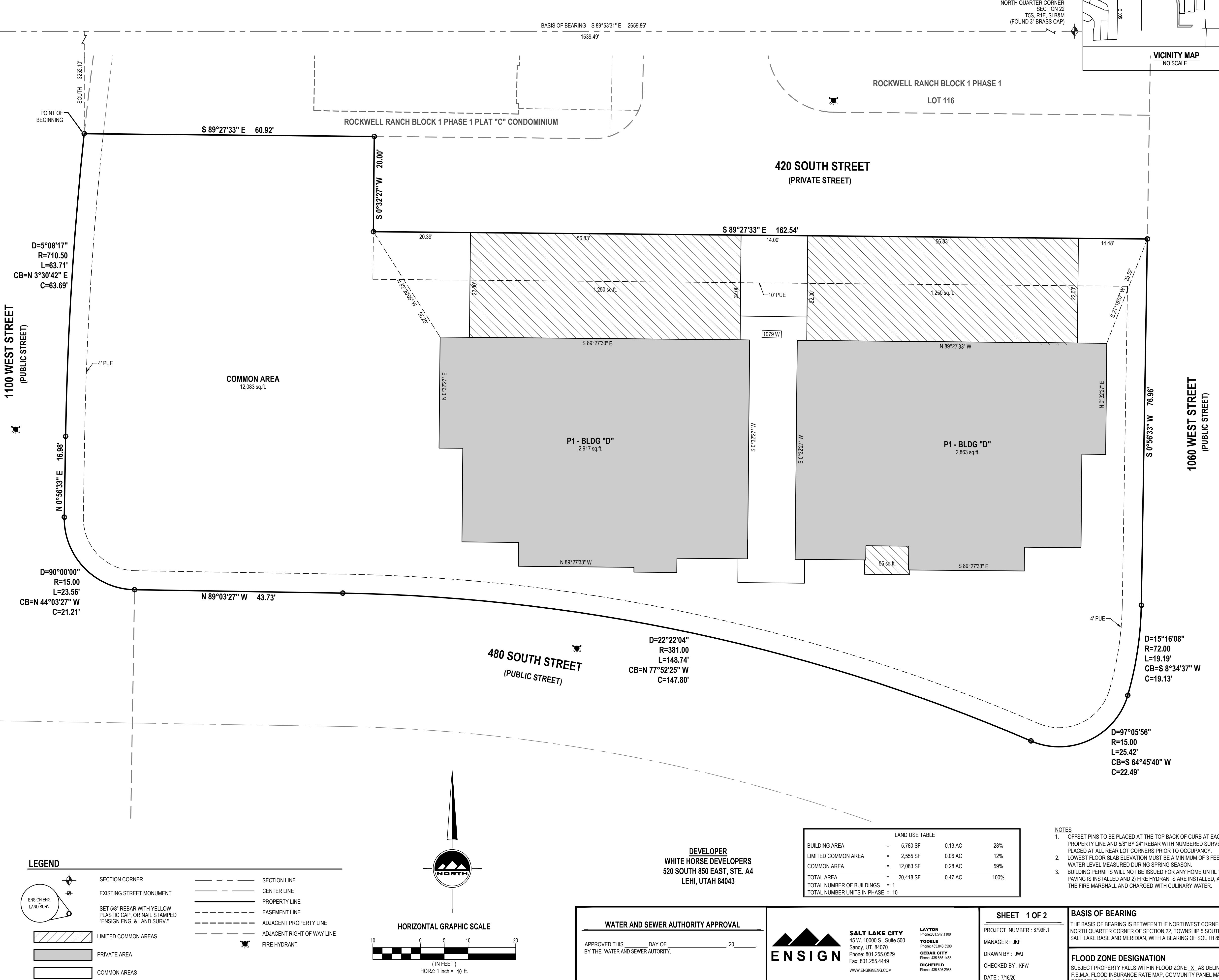
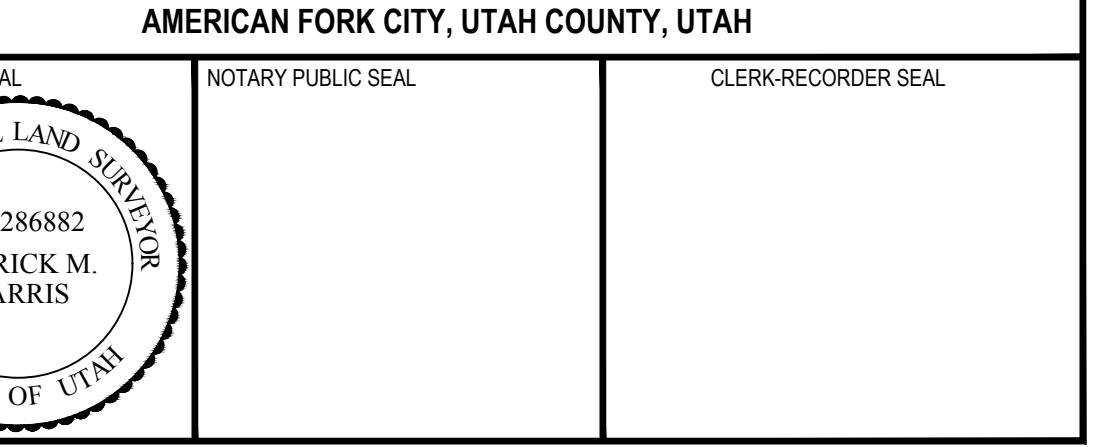
CITY ENGINEER \_\_\_\_\_ CLERK - RECORDER  
(SEE SEAL BELOW)

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

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

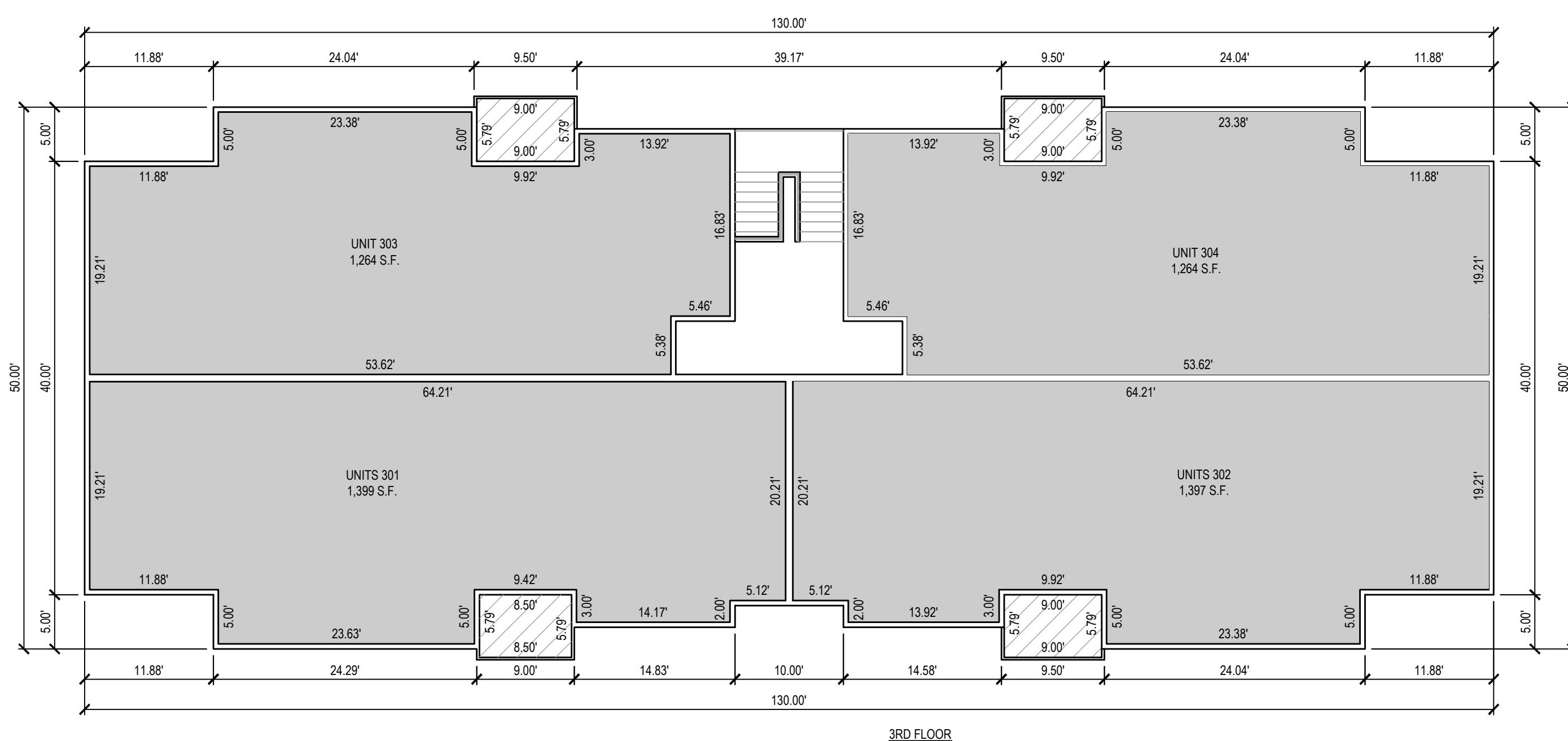
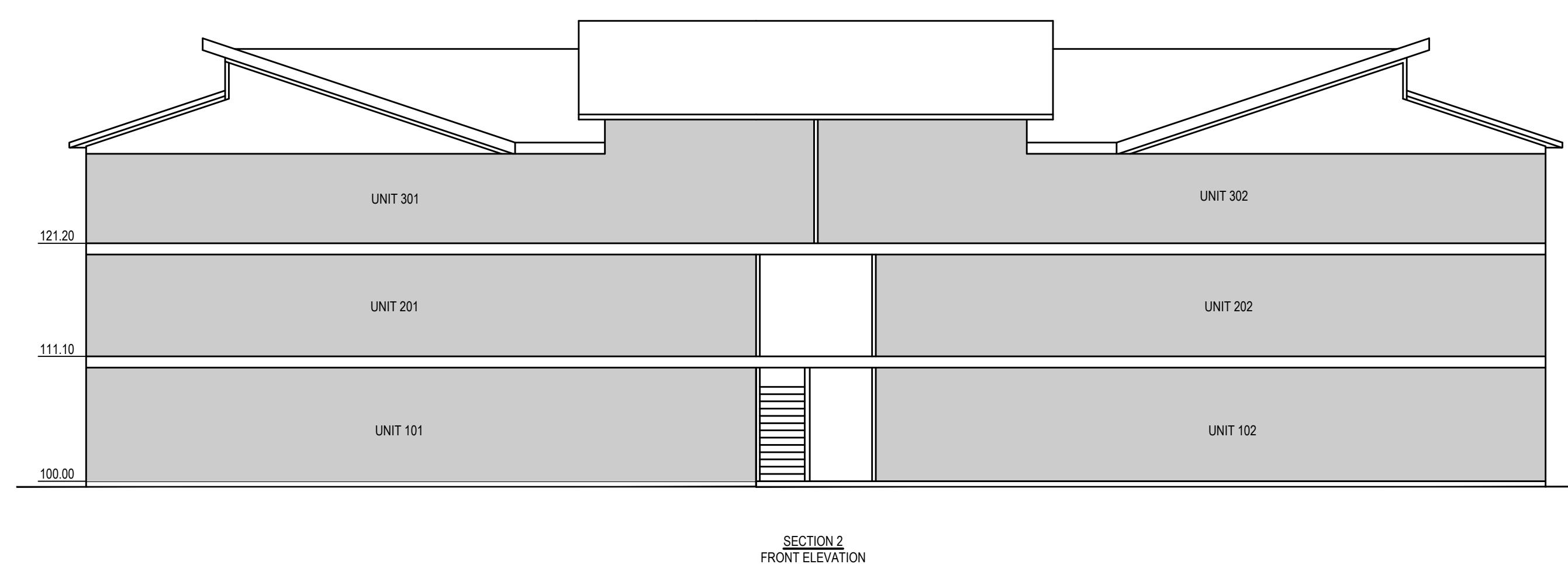
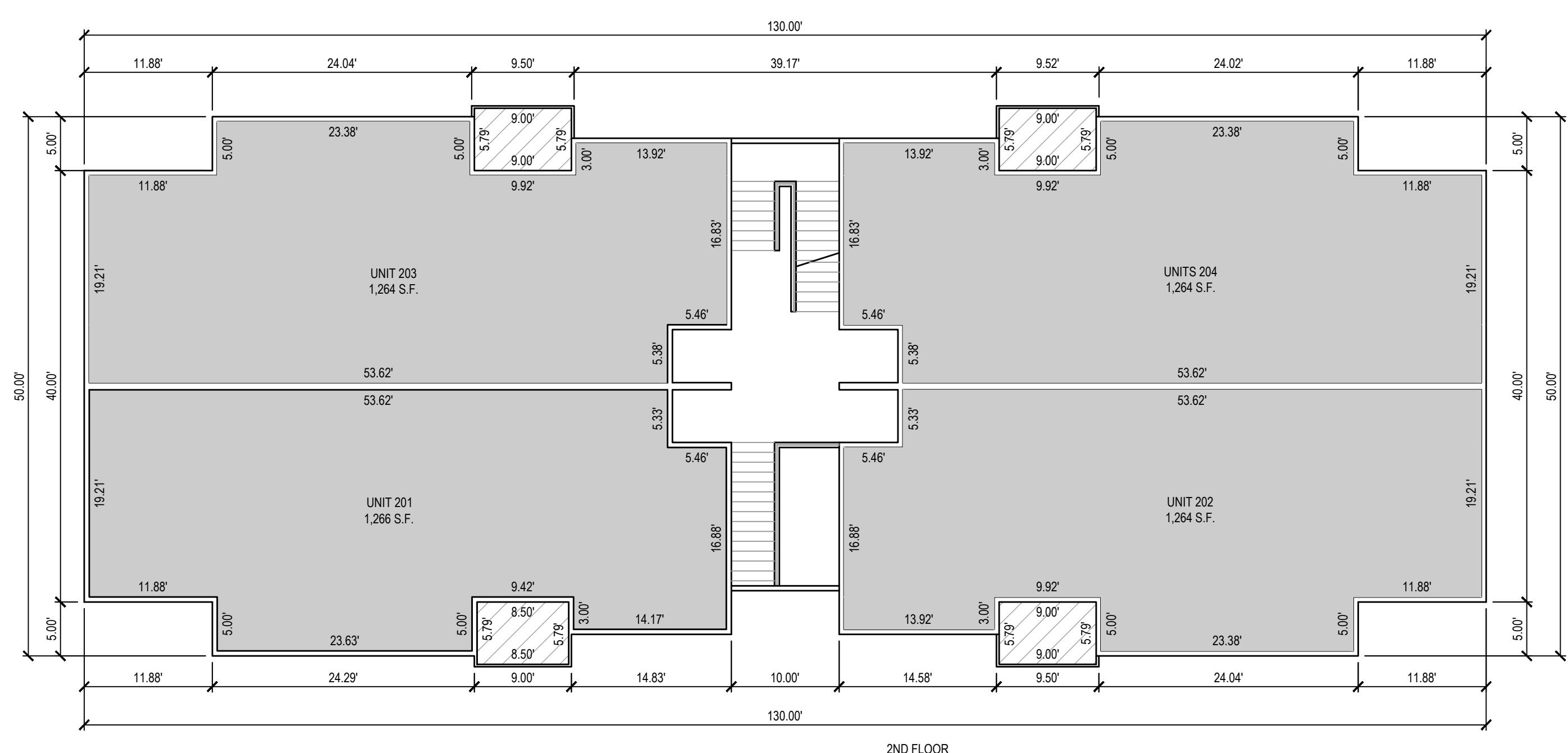
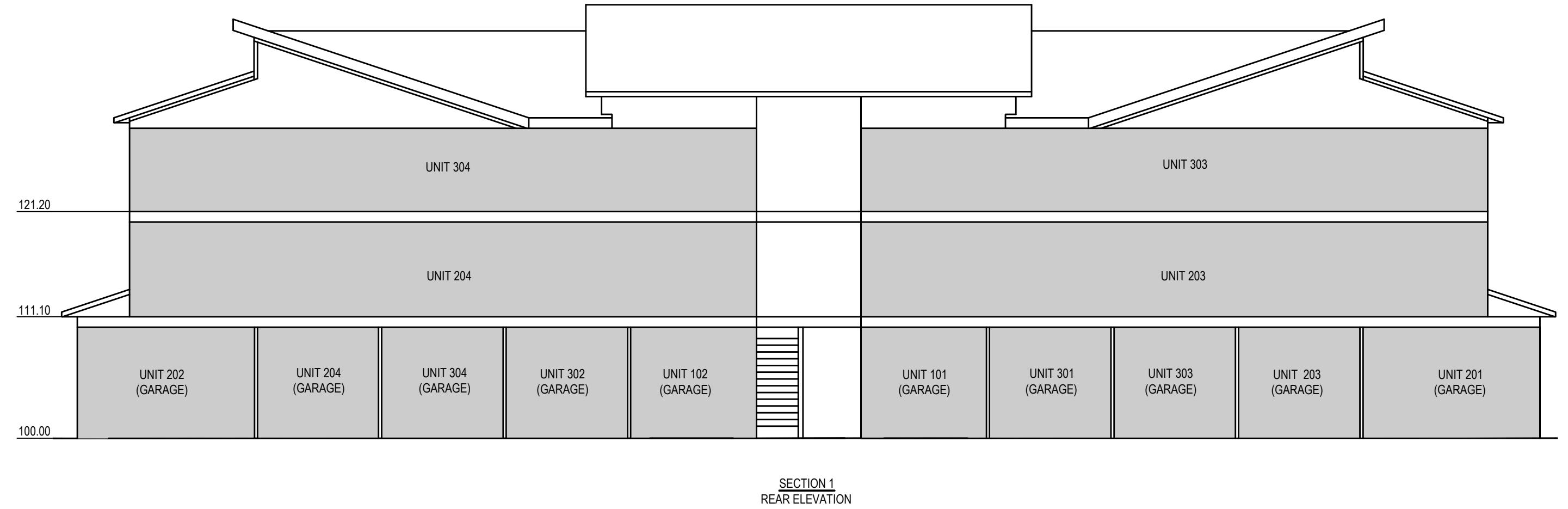
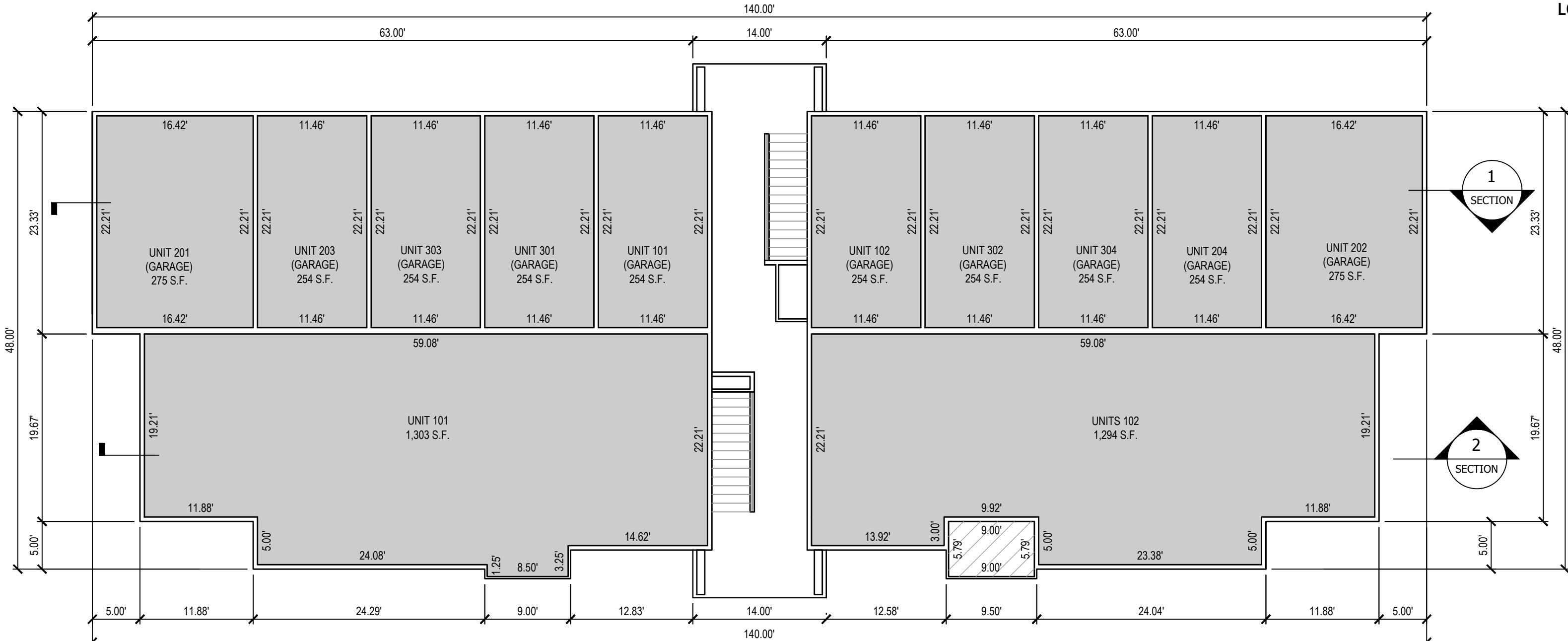
## ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM

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

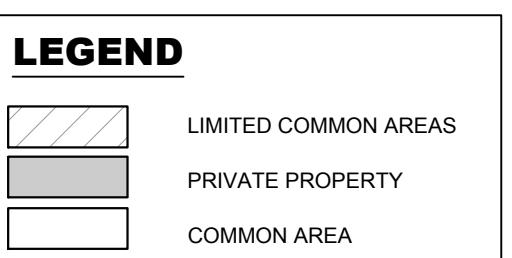


# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD



FLOOR ELEVATIONS		
FLOOR & UNITS	FINISH FLOOR ELEVATION	CEILING ELEVATION
1ST FLOOR	4810.00	4818.92
2ND FLOOR	4821.10	4829.98
3RD FLOOR	4831.20	4840.08



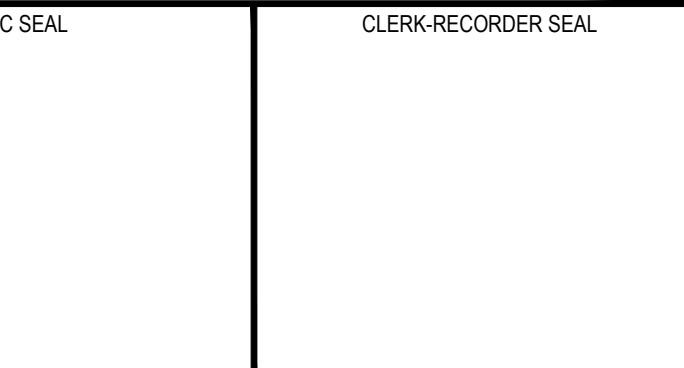
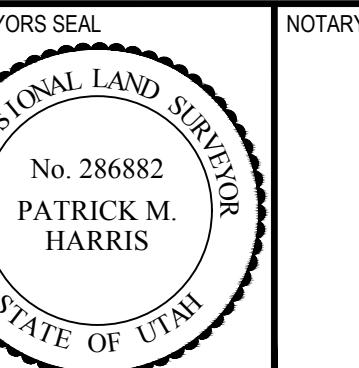
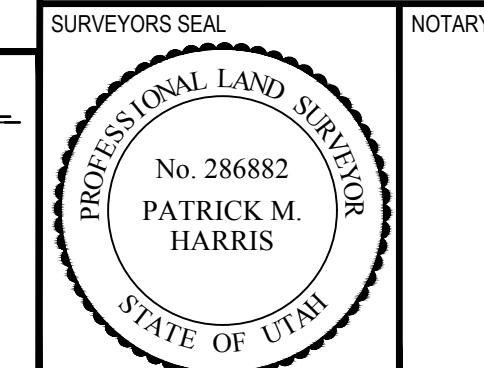
# ROCKWELL RANCH BLOCK 1 PHASE 1 PLAT "D" CONDOMINIUM

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



LAYTON  
Phone: 801.547.1100  
TOOLEE  
Phone: 435.843.3590  
CEDAR CITY  
Phone: 435.621.4633  
RICHFIELD  
Phone: 435.896.2983

PROJECT NUMBER: 8799F.I  
MANAGER: JKF  
DRAWN BY: JWJ  
CHECKED BY: KFW  
DATE: 7/13/20



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 5, 2020  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on the preliminary plans and final plats for Rockwell Ranch Phase I, Plats A-D, located in the area of 420 South 1080 West, in the TOD (Transit Oriented Development) zone.

ACTIONS REQUESTED: Approval of the preliminary plans and recommendation of approval of the final plats.

BACKGROUND INFORMATION					
Location:	420 South 1080 West				
Applicants:	Ensign Engineering				
Existing Land Use:	Agriculture				
Proposed Land Use:	Residential				
Surrounding Land Use:	North	Residential/Agriculture			
	South	Agriculture			
	East	Residential/Agriculture			
	West	Residential/Agriculture			
Existing Zoning:	TOD (Transit Oriented Development)				
Proposed Zoning:	N/A				
Surrounding Zoning:	North	RA-5			
	South	TOD			
	East	TOD & Residential Agriculture 5 (Utah County)			
	West	RA-5, Residential Agriculture 5 (Utah County)			
Land Use Plan Designation:	TOD (Transit Oriented Development)				
Zoning compliant with Land Use Plan Designation?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	

Background

The area of Phase I, Plats A-D, Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site.

This plat anticipates a 40-unit, multi-family development.

### Consistency with the Land Use Plan:

The Land Use Plan designates this area as “TOD”. The proposed subdivision is consistent with the Land Use Plan designation.

### Section 17.7.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plats and supporting materials conform with the terms of the preliminary plan approval.

The final plats conform to the terms of a preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to large scale developments.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address any concerns at the time of the Planning Commission meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing the required improvements are realistic.

- e. The water rights conveyance documents have been provided.

The water rights conveyance shall be satisfied prior to plat recordation.

### FINDINGS OF FACT/CONDITION OF APPROVAL

After reviewing the applications for final plat approval, the following findings are offered for consideration:

1. The final plats are consistent with the Land Use Plan designation of “Transit Oriented Development”.
2. The final plats meet the criteria as found in Section 17.7.211 of the Development Code.

3. Water rights conveyance shall be satisfied prior to plat recordation.

## POTENTIAL MOTIONS

### APPROVAL

Mr. Chairman, I move that we approve the preliminary plans and recommend approval of the final plats of Rockwell Ranch Phase I, Plats A-D, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

### DENIAL

Mr. Chairman, I move that we recommend denial of the final plats of Rockwell Ranch Phase I, Plats A-D.

### TABLE

Mr. Chairman, I move that we table action on the preliminary plans and final plats of Rockwell Ranch Phase I, Plats A-D.

# AMERICAN FORK CITY ENGINEERING DIVISION

## STAFF REPORT

Planning Commission Meeting Date: 8/5/2020

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Rockwell Ranch Block 1 Phase 1, Plat A-D Condominium

Project Address: 1080 West 420 South

Developer / Applicant's Name: White Horse Developers

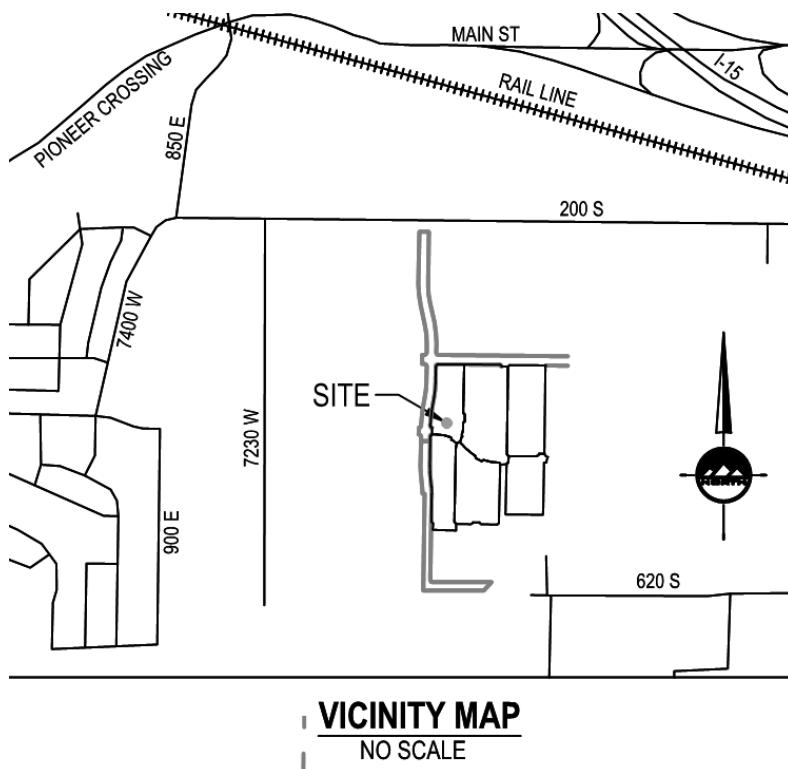
Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input checked="" type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

**Project Map:**



## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
9. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
10. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
11. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
12. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

### Plan Modifications Required:

- 1.

# UNAPPROVED MINUTES

1 also. The north/south roads are more for their own development. 350 South will be completely  
 2 constructed as will 1000 and 1060 West.

3

4 **Public Hearing Opened**

5

6 **Public Hearing Closed**

7

8 **Mr. Chris Christiansen moved to approve the preliminary plan and final plat of Rockwell**  
 9 **Ranch Block 1 Phase 2, with the findings and conditions listed in the staff report and subject**  
 10 **to any findings, conditions and modifications listed in the engineering report.**

11 **Ms. Christine Anderson seconded the motion. Voting was as follows:**

12	<b>Chairman Woffinden</b>	<b>Aye</b>
13	<b>Chris Christiansen</b>	<b>Aye</b>
14	<b>Christine Anderson</b>	<b>Aye</b>
15	<b>Ryan Hunter</b>	<b>Aye</b>
16	<b>Geoff Dupaix</b>	<b>Aye</b>

17 **The motion passed.**

18

19

20 3. Hearing, review and action on the preliminary plan and final plats for Rockwell Ranch  
 21 Block 1 Phase 1, Plats A-D Condominiums, located at approximately 1080 West 420  
 22 South in the TOD zone

23

24 Mr. Olsen told commissioners that the area of Phase I, Plats A-D, Rockwell Ranch was annexed  
 25 in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework  
 26 Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and  
 27 review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure  
 28 placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc.  
 29 be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding  
 30 toward development of the site. This plat anticipates a 40-unit, multi-family development.

31 Mr. Dupaix asked what the occupancy rate of all these complexes is looking like.

32 Mr. Olsen said that this project is affected by the moratorium and they will only be doing horizontal  
 33 improvements. The developer anticipates nearly full if not completely full occupancy rates. The  
 34 demand is there.

# UNAPPROVED MINUTES

1 Mr. Ben Hunter added that this is the same developer that built the Willow Glen project, and there  
2 are only a handful of units left to fill.

3 Chairman Woffinden suggested that commissioners drive down and observe this area. He feels  
4 that he openings won't last long because people are moving in quickly.

5  
6 **Public Hearing Opened**  
7

8 **Public Hearing Closed**  
9

10 **Mr. Geoff Dupaix moved to approve the preliminary plans and recommend approval of the**  
11 **final plats of Rockwell Ranch Block 1 Phase 1, Plats A-D, with the findings and conditions**  
12 **listed in the staff report and subject to any findings, conditions, and modifications listed in**  
13 **the engineering report.**

14 **Mr. Chris Christiansen seconded the motion. Voting was as follows:**

15                   **Chairman Woffinden           Aye**  
16                   **Chris Christiansen           Aye**  
17                   **Christine Anderson           Aye**  
18                   **Ryan Hunter                   Aye**  
19                   **Geoff Dupaix                   Aye**

20                   **The motion passed.**

21  
22  
23                  4. Hearing, review and action on the preliminary plan and final plat for Searle Meadows  
24                  Subdivision, Lot 25 Amendment, located at approximately 1051 North 700 West Circle in  
25                  the R1-12,000 zone

26  
27 Mr. Olsen said that the plat incorporates a small area of formerly city-owned land into Lot 25,  
28 Searle Meadows Subdivision. The City recently sold approximately .08 acres to the Shipleys and  
29 it is being incorporated into their lot. The resulting amended lot will be .47 acres. The plat  
30 formalizes the transfer with the purchase.

31 Mr. Ben Hunter added that this is pretty straightforward, they are just adding additional land to  
32 existing parcel. He recommends approval.

33



**REQUEST FOR COUNCIL ACTION**  
**CITY OF AMERICAN FORK**  
**AUGUST 25, 2020**

Department Planning Director Approval Adam Olsen

**AGENDA ITEM** Review and action on the final plat of Rockwell Ranch Block 1 Phase 2, located at approximately 1000 West 360 South in the TOD zone.

**SUMMARY RECOMMENDATION** The planning commission recommended approval of the final plat as stated in the attached minutes of the August 5, 2020 planning commission meeting.

**BACKGROUND** The applicant proposes a plat for Block 1 Phase 2 of the Rockwell Ranch project, which is a portion of the Olive Tree District Framework Plan and follows Phase 1, which was approved at the August 11<sup>th</sup>, 2020 city council meeting. For further analysis, please refer to the attached final plat, staff report and planning commission minutes.

**BUDGET IMPACT** No direct budgetary impact is anticipated as part of this final plat approval.

**SUGGESTED MOTION** I move to approve the final plat of Rockwell Ranch Block 1 Phase 2 and to authorize the mayor and city council to sign the plat and accept the dedications with instructions to the city recorder to withhold recording of the plat subject to:

- All conditions identified in the public record associated with the August 5, 2020 planning commission meeting.

**SUPPORTING DOCUMENTS**

1. Plat (PDF)
2. Staff Report (PDF)
3. Minutes (PDF)

# ROCKWELL RANCH BLOCK 1 PHASE 2 PLAT

LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD

HORAN FAMILY  
TRUST 02-27-2017  
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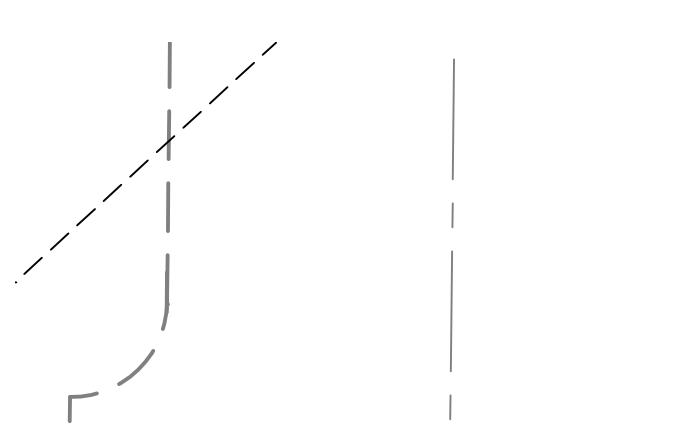
S 0°46'16" W 752.37'

VICINITY MAP  
NO SCALE

NORTH QUARTER CORNER  
SECTION 22  
TSS, RIE, SLB&M  
(FOUND 3" BRASS CAP)

BASIS OF BEARING S 89°53'31" E 2659.86

422.35'



350 SOUTH STREET  
(PUBLIC STREET)

S 89°23'30" E 293.66'

S 0°46'16" W 5.06'  
D=90°07'16"  
R=15.00  
L=23.59'  
CB=S 44°26'00" E  
C=21.24'

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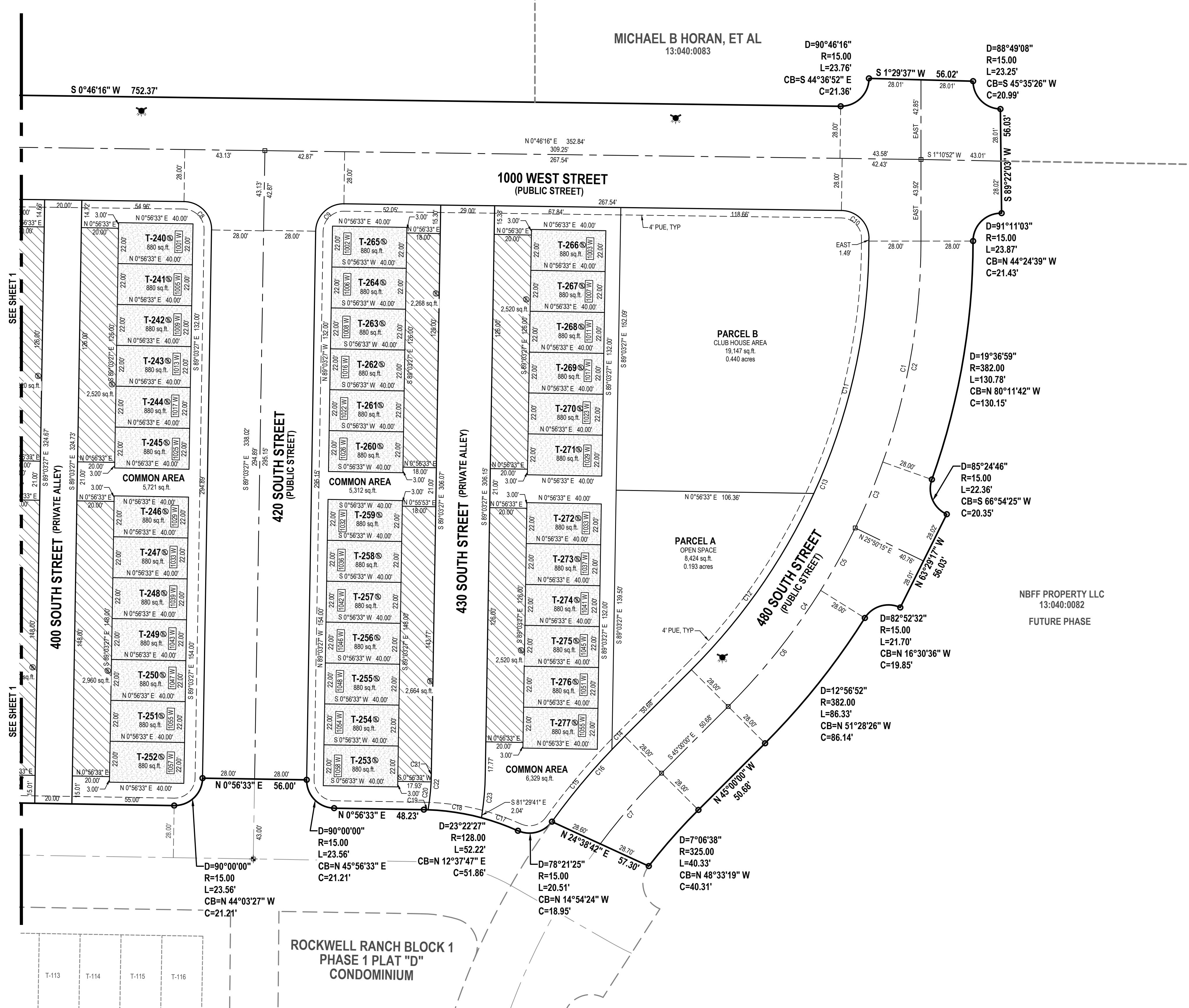
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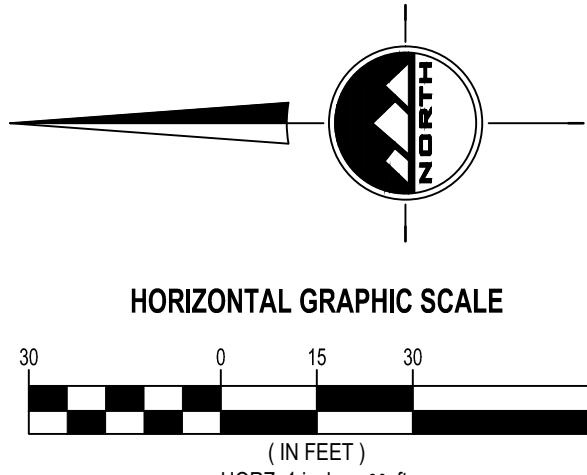
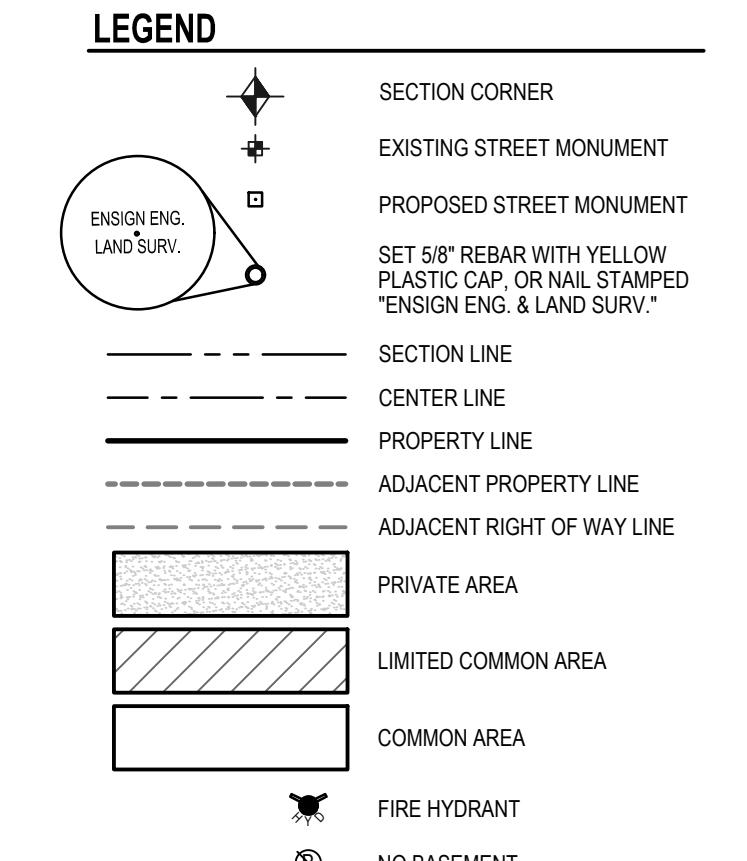
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# ROCKWELL RANCH BLOCK 1 PHASE 2 PLAT

LOCATED IN THE WEST HALF OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH  
ZONING TOD



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	354.00'	159.64'	25°50'15"	S77°04'52"E	158.29'
C2	354.00'	121.18'	19°36'48"	S80°11'38"E	120.59'
C3	354.00'	38.46'	6°13'28"	S67°16'28"E	38.44'
C4	354.00'	118.39'	19°09'45"	S54°34'52"E	117.84'
C5	354.00'	38.40'	6°12'52"	S61°03'18"E	38.38'
C6	354.00'	80.00'	12°15'52"	S51°28'26"E	79.83'
C7	355.00'	50.38'	8°10'41"	N49°05'20"W	50.34'
C8	15.00'	23.61'	90°10'17"	N45°51'25"E	21.24'
C9	15.00'	23.52'	89°49'43"	N44°08'35"W	21.18'
C10	15.00'	23.36'	89°13'44"	N45°23'08"E	21.07'
C11	326.00'	139.99'	24°36'15"	S77°41'53"E	136.92'
C12	326.00'	116.05'	20°23'45"	S55°11'37"E	115.44'
C13	326.00'	256.04'	45°00'00"	S67°30'00"E	249.51'
C14	381.00'	9.92'	1°29'30"	N45°44'45"W	9.92'
C15	381.00'	50.49'	7°35'36"	N50°17'18"W	50.46'
C16	381.00'	60.41'	9°05'06"	N49°23'33"W	60.35'
C17	128.00'	20.79'	9°18'25"	N19°39'47"E	20.77'
C18	128.00'	29.00'	13°05'58"	N8°30'06"E	29.02'
C19	128.00'	2.35'	1°03'03"	N1°28'05"E	2.35'
C20	131.00'	15.10'	6°36'15"	S83°54'17"E	15.09'
C21	131.00'	4.23'	1°51'02"	S88°07'56"E	4.23'
C22	131.00'	19.33'	8°27'17"	S84°49'48"E	19.31'
C23	160.00'	21.12'	7°33'45"	S85°16'34"E	21.10'



AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 5, 2020  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a preliminary and final plat for Rockwell Ranch Phase II, consisting of 77 lots, located in the area of 400 South 1000 West, in the TOD (Transit Oriented Development) zone.

ACTIONS REQUESTED: Approval of the preliminary plan and recommendation of approval of the final plat.

BACKGROUND INFORMATION					
Location:	400 South 1060 West				
Applicants:	Ensign Engineering				
Existing Land Use:	Agriculture				
Proposed Land Use:	Residential				
Surrounding Land Use:	North	Residential/Agriculture			
	South	Agriculture			
	East	Residential/Agriculture			
	West	Residential/Agriculture			
Existing Zoning:	TOD (Transit Oriented Development)				
Proposed Zoning:	N/A				
Surrounding Zoning:	North	RA-5			
	South	TOD			
	East	TOD & Residential Agriculture 5 (Utah County)			
	West	RA-5, Residential Agriculture 5 (Utah County)			
Land Use Plan Designation:	TOD (Transit Oriented Development)				
Zoning compliant with Land Use Plan Designation?	x	Yes	No		

Background

The area of Phase II, Rockwell Ranch was annexed in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure placement of structures, setbacks, height, landscaping, number of units, parking, etc. be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding toward development of the site. Phase I was recommended for approval at the July 22, 2019 Planning Commission meeting.

This plat anticipates townhome development.

Consistency with the Land Use Plan:

The Land Use Plan designates this area as “TOD”. The proposed subdivision is consistent with the Land Use Plan designation.

Section 17.7.211 of the Development Code

The Planning Commission may act to recommend approval of a final plat upon a finding that:

- a. The final plat and supporting materials conform with the terms of the preliminary plan approval.

The final plat conforms to the terms of a preliminary plan approval.

- b. The final plat complies with all City requirements and standards relating to large scale developments.

This criterion has been met.

- c. The detailed engineering plans and materials comply with the City standards and policies.

Engineering will address any concerns at the time of the Planning Commission meeting.

- d. The estimates of cost of constructing the required improvements are realistic.

Engineering will determine whether the cost estimates of constructing the required improvements are realistic.

- e. The water rights conveyance documents have been provided.

The water rights conveyance shall be satisfied prior to plat recordation.

**FINDINGS OF FACT/CONDITION OF APPROVAL**

After reviewing the applications for final plat approval, the following findings are offered for consideration:

1. The final plats are consistent with the Land Use Plan designation of “Transit Oriented Development”.
2. The final plats meet the criteria as found in Section 17.7.211 of the Development Code.

3. Water rights conveyance shall be satisfied prior to plat recordation.

#### POTENTIAL MOTIONS

##### APPROVAL

Mr. Chairman, I move that we approve the preliminary plan and recommend approval of the final plat of Rockwell Ranch Phase II, with the findings and condition listed in the staff report and subject to any findings, conditions, and modifications listed in the engineering report.

##### DENIAL

Mr. Chairman, I move that we recommend denial of the final plat of Rockwell Ranch Phase II.

##### TABLE

Mr. Chairman, I move that we table action on the preliminary plan and final plat of Rockwell Ranch Phase II.

# AMERICAN FORK CITY ENGINEERING DIVISION

## STAFF REPORT

Planning Commission Meeting Date: 8/5/2020

This report is a summary of the American Fork City Engineering Division plan review comments regarding the subject plan as submitted by the applicant for American Fork City Land Use Authority approval:

Project Name: Rockwell Ranch Block 1 Phase 2

Project Address: 1000 West 360 South

Developer / Applicant's Name: White Horse Developers

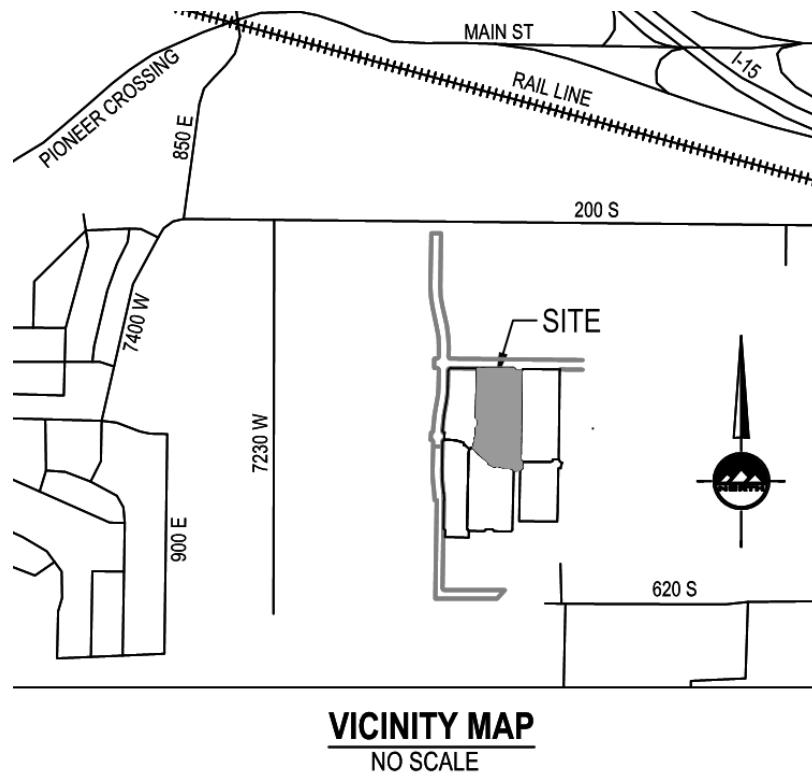
Type of Application:

<input checked="" type="checkbox"/> Subdivision Final Plat	<input checked="" type="checkbox"/> Subdivision Preliminary Plan	<input type="checkbox"/> Annexation
<input type="checkbox"/> Code Text Amendment	<input type="checkbox"/> General Plan Amendment	<input type="checkbox"/> Zone Change
<input type="checkbox"/> Commercial Site Plan	<input type="checkbox"/> Residential Accessory Structure Site Plan	

**Engineering Division Recommendation:** The Engineering Division recommends APPROVAL of the proposed development subject to the following findings and conditions:

1. All Standard Conditions of Approval and items denoted as "Plan Modification(s) Required" in the 8/5/2020 Engineering Division Staff Report for the City Land Use Authority shall be addressed on all final project documents.

### Project Map:



Page 1 of 2

## STANDARD CONDITIONS OF APPROVAL

### Standard Conditions of Approval:

APPLICANT is responsible and shall submit/post/obtain all necessary documentation and evidence to comply with these Standard Conditions of Approval prior to any platting, permitting, or any other form of authorization by the City including plat recording or other property conveyance to the City and prior to scheduling a pre-construction meeting. All recording shall take place at the Utah County Recorder's Office.

1. **Title Report:** Submit an updated Title Report not older than 30 days or other type of appropriate verification that shows all dedications to the City are free and clear of encumbrances, taxes, or other assessments.
2. **Property Taxes and Liens:** Submit evidence that all the property taxes, for the current and/or previous years, liens, and agricultural land use roll over fees have been paid in full.
3. **Water Rights:** Submit evidence that all the required water rights have been conveyed to American Fork City.
4. **Performance Guarantee:** Post a performance guarantee for all required public and essential common improvements.
5. **Easements and Agreements:** Submit/record a long-term Storm Water Pollution Prevention Maintenance Agreement signed and dated by the property owner and any required easement documentation.
6. **Land Disturbance Permit:** Obtain a Land Disturbance Permit.
7. **Compliance with the Engineering Division Plan Review Comments:** All plans and documents shall comply with all the Technical Review Committee comments and the City Engineer's final review.
8. **Sensitive Lands:** Record all applicable documents required for compliance with the City's Sensitive Lands Ordinance.
9. **Utility Notification Form:** Submit a Subdivision Utility Notification Form.
10. **Professional Verification:** Submit final stamped construction documentation by all appropriate professionals.
11. **Fees:** Payment of all development, inspection, recording, street light, and other project related fees.
12. **Mylar:** Submit a Mylar. All plats will receive final verification of all formats, notes, conveyances, and other items contained on the plat by City staff (recorder, legal, engineer, GIS, planning).

### Plan Modifications Required:

- 1.

# UNAPPROVED MINUTES

1    **Public Hearing Opened**

2

3    **Public Hearing Closed**

4

5    **Mr. Geoff Dupaix moved to approve the preliminary plans and the final plats of Edgewater**  
 6    **Townhomes at American Fork, Plats 1-3, with the findings and conditions listed in the staff**  
 7    **report and subject to any findings, conditions and modifications listed in the engineering**  
 8    **report.**

9

10   **Mr. Ryan Hunter seconded the motion. Voting was as follows:**

11

12	<b>Chairman Woffinden</b>	<b>Aye</b>
13	<b>Chris Christiansen</b>	<b>Aye</b>
14	<b>Christine Anderson</b>	<b>Aye</b>
15	<b>Ryan Hunter</b>	<b>Aye</b>
16	<b>Geoff Dupaix</b>	<b>Aye</b>

17

**The motion passed.**

18

19

20   **2. Hearing, review and action on the preliminary plan and final plat for Rockwell Ranch**  
 21   **Block 1 Phase 2, located at approximately 1000 West 360 South in the TOD zone**

22

23   Mr. Olsen indicated that the area of Phase II, Rockwell Ranch was annexed in 2015. It received  
 24   approval of a district framework plan in 2019 (Olive Tree District Framework Plan), followed by  
 25   block plan approval (staff level review). As part of the lot plan submittal and review, subdivision  
 26   plats are necessary. Further lot plan review (staff level review) will ensure placement of structures,  
 27   setbacks, height, landscaping, number of units, parking, etc. be compliant with the TOD Code.  
 28   The subdivision plat acts as a formal instrument in proceeding toward development of the site.  
 29   Phase I was recommended for approval at the July 22, 2019 Planning Commission meeting. This  
 30   plat anticipates townhome development.

31   Mr. Ben Hunter stated that this project borders some previously approved road dedications, meets  
 32   all engineering requirements, and he recommends approval.

33   Mr. Dupaix asked about the status of the road network in that area (350 South, 1000 West and  
 34   1060 West).

35   Mr. Ben Hunter indicated that the west roads are internal streets that will continue through other  
 36   phases by same developer. These west streets will connect to adjoining developments to the east

# UNAPPROVED MINUTES

1 also. The north/south roads are more for their own development. 350 South will be completely  
 2 constructed as will 1000 and 1060 West.

3

4 **Public Hearing Opened**

5

6 **Public Hearing Closed**

7

8 **Mr. Chris Christiansen moved to approve the preliminary plan and final plat of Rockwell**  
 9 **Ranch Block 1 Phase 2, with the findings and conditions listed in the staff report and subject**  
 10 **to any findings, conditions and modifications listed in the engineering report.**

11 Ms. Christine Anderson seconded the motion. Voting was as follows:

12                   Chairman Woffinden           Aye  
 13                   Chris Christiansen           Aye  
 14                   Christine Anderson           Aye  
 15                   Ryan Hunter                   Aye  
 16                   Geoff Dupaix                   Aye

17                   The motion passed.

18

19

20                   3. Hearing, review and action on the preliminary plan and final plats for Rockwell Ranch  
 21                   Block 1 Phase 1, Plats A-D Condominiums, located at approximately 1080 West 420  
 22                   South in the TOD zone

23

24 Mr. Olsen told commissioners that the area of Phase I, Plats A-D, Rockwell Ranch was annexed  
 25 in 2015. It received approval of a district framework plan in 2019 (Olive Tree District Framework  
 26 Plan), followed by block plan approval (staff level review). As part of the lot plan submittal and  
 27 review, subdivision plats are necessary. Further lot plan review (staff level review) will ensure  
 28 placement of structures, setbacks, height, landscaping, number of multi-family units, parking, etc.  
 29 be compliant with the TOD Code. The subdivision plat acts as a formal instrument in proceeding  
 30 toward development of the site. This plat anticipates a 40-unit, multi-family development.

31 Mr. Dupaix asked what the occupancy rate of all these complexes is looking like.

32 Mr. Olsen said that this project is affected by the moratorium and they will only be doing horizontal  
 33 improvements. The developer anticipates nearly full if not completely full occupancy rates. The  
 34 demand is there.



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Public Works Director Approval *Scott Sensanbaugh*

**AGENDA ITEM** Review and action on an ordinance approving amendments to Section 15.01.110 of the city code relating to easements.

**SUMMARY RECOMMENDATION**

The City Engineer recommends that section 15.01.110--Easements be changed as proposed in the attached document.

**BACKGROUND**

Upon review of section 15.01.110 of the city code, it became apparent that the easement adjacent to public right-of-ways widths are insufficient for dry utilities. Typically, a 10' easement adjacent to public right-of ways are sufficient for dry utilities.

**BUDGET IMPACT**

None.

**SUGGESTED MOTION**

I move to adopt the ordinance approving amendments to Section 15.01.110 relating to easements.

**SUPPORTING DOCUMENTS**

Code Amendment Ordinance 15.01.110 Easements (DOCX)  
Sec 15.01.110 Easements - Mark ups (DOCX)

**ORDINANCE NO. 2020-08-\_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 15.01.110 OF THE MUNICIPAL CODE OF AMERICAN FORK CITY, UTAH, RELATED TO EASEMENTS, AND PROVIDING FOR THE ENFORCEMENT OF THE PROVISIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF AMERICAN FORK CITY, UTAH, AS FOLLOWS:

**PART I****TEXT ORDINANCE**

**SECTION 1.** Section 15.01.110 of the Municipal Code of American Fork City, relating to easement is hereby amended to read as follows:

Section 15.01.110 Easements

Easement of not less than ten feet of all lot lines adjacent to public right-of-ways and five feet on each side of all lot lines not adjacent to public right-of-ways shall be required. As deemed necessary by the City Engineer, easements of not less than ten feet on each side of all lot lines may be required for storm drains, sewer lines, water mains, canals, etc. Easements of greater width may be required where deemed necessary by city engineer or planning commission.

Sewer or storm drainage lines which are deeper than five feet to flowline shall be placed in a minimum of a twenty-five-foot wide easement. Sewer lines which are deeper than twelve feet or greater than twelve inches in diameter shall be placed in a thirty-foot-wide easement or greater as determined by the city engineer.

**PART II****CONFLICTING ORDINANCES, SEVERABILITY, AND ADOPTION**

**SECTION 1. Conflicting Provisions.** Whenever the provisions of this Ordinance conflict with the provisions of any other ordinance, resolution, or part thereof, the more stringent shall prevail.

**SECTION 2. Provisions Severable.** This Ordinance and the various sections, clauses and paragraphs are hereby declared to be severable. If any part, sentence, clause, or phrase is adjudged to be unconstitutional or invalid, it is hereby declared that the remainder of the ordinance shall not be affected thereby.

**EFFECTIVE DATE**

This amended ordinance shall take effect immediately upon its passage and publication as prescribed by law.

Passed by the American Fork City Council this 25 day of August, 2020.

ATTEST:

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Bradley J. Frost  
American Fork City Mayor

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Terilyn Lurker  
City Recorder

**Sec 15.01.110 Easements**

Easements of not less than ten feet of all lot lines adjacent to public right-of-ways and five feet on each side of all lot lines not adjacent to public right-of-ways shall be required. As deemed necessary by the City Engineer, easements of not less than ten feet on each side of all lot lines may be required for storm drains, sewer lines, water mains, canals, etc. Easements of greater width may be required where deemed necessary by city engineer or planning commission.

Sewer or storm drainage lines which are deeper than five feet to flowline shall be placed in a minimum of a twenty-five-foot wide easement. Sewer lines which are deeper than twelve feet or greater than twelve inches in diameter shall be placed in a thirty-foot-wide easement or greater as determined by the city engineer.

(Ord. No. 2007-07-31, § 1.3, 7-10-2007; Ord. No. 2011-06-17, § 1, 6-28-2011)

**HISTORY**

Amended by Ord. [2018-09-40](#) on 9/25/2018



**REQUEST FOR COUNCIL ACTION  
CITY OF AMERICAN FORK  
AUGUST 25, 2020**

Department Recorder Director Approval *Terilyn Lurker*

**AGENDA ITEM** Review and action on a resolution approving a land use map amendment from the General Commercial to the Public Facilities designation, located in the area of 1730 N. North County Boulevard.

**SUMMARY RECOMMENDATION**

The planning commission recommended the amendment to the land use element of the general plan from the General Commercial to the Public Facilities designation located in the area of 1730 N. North County Boulevard.

**BACKGROUND**

The city-initiated land use map amendment proposes a change from commercial to public facilities, in anticipation of a future fire station. The amendment will bring into congruence the zoning and land use map designations of "Public Facilities" as the property annexes into the City. The "Public Facilities" designation encompasses institutional, school and public (City, County, State, Federal) uses.

Adam Olsen will explain what transpired at the planning commission meeting.

**BUDGET IMPACT**

NA

**SUGGESTED MOTION**

I move to adopt the resolution approving an amendment to the land use element of the general plan from the General Commercial to the Public Facilities designation located in the area of 1730 N. North County Boulevard.

**SUPPORTING DOCUMENTS**

Land Use Amendment - 1730 N. North County Boulevard (PDF)

Land Use Amendment - Staff Report (PDF)

**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION AMENDING A PORTION OF THE LAND USE ELEMENT OF THE AMERICAN FORK GENERAL PLAN IN THE VICINITY OF 1730 N. NORTH COUNTY BOULEVARD BE AMENDED FROM THE GENERAL COMMERCIAL TO THE PUBLIC FACILITIES DESIGNATION**

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

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

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

**WHEREAS**, the Planning Commission has reviewed the proposed amendment to the Land Use Element, advertised and held a public hearing thereon, duly considered the comments received at the hearing, and provided a NEGATIVE recommendation regarding this request; and

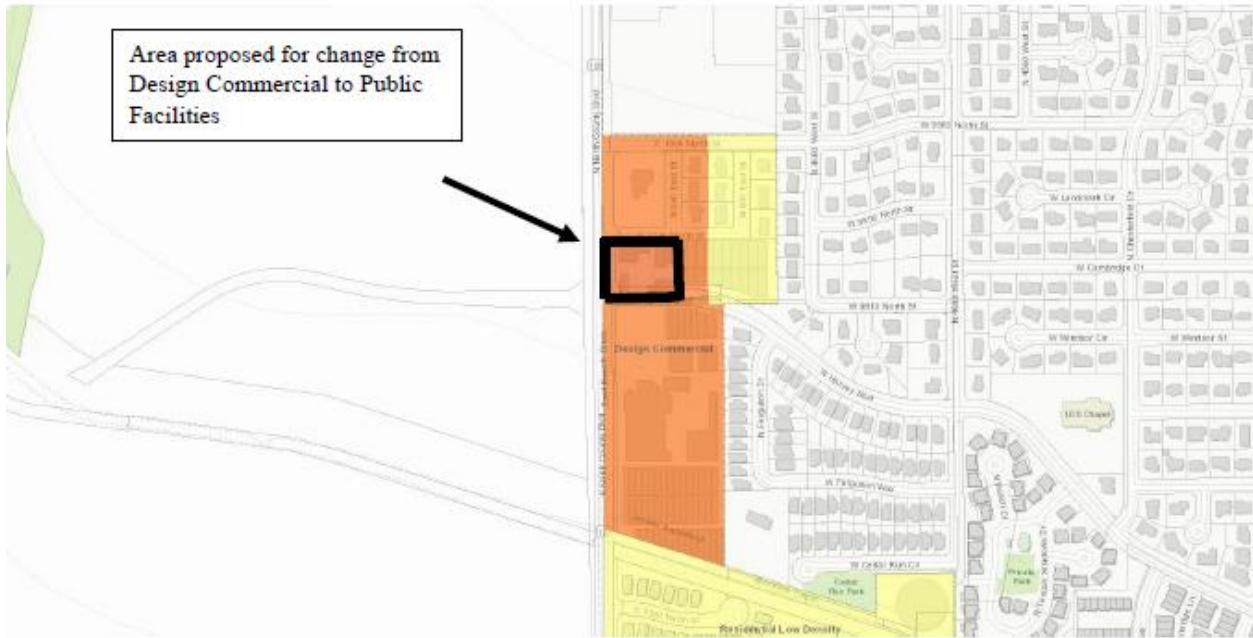
**WHEREAS**, the City Council has received a NEGATIVE recommendation from the Planning Commission, and has reviewed the request further, all in accordance with Utah State law.

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

**SECTION 1.** That certain map entitled AMERICAN FORK CITY - LAND USE PLAN is hereby amended to show that the land in the vicinity of 1730 N. North County Boulevard be amended from the General Commercial to the Public Facilities Designation as shown in Exhibit A below. Said change in designation is hereby adopted as an amendment to the Land Use Element of the General Plan of American Fork, Utah.

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

## Land Use Map



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

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

**PASSED AND ADOPTED THIS 25 DAY OF AUGUST, 2020.**

---

Bradley J. Frost, Mayor

ATTEST:

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Terilyn Lurker, City Recorder

AMERICAN FORK CITY  
PLANNING COMMISSION

MEETING DATE: August 19, 2020  
STAFF PRESENTATION: Adam Olsen

AGENDA TOPIC: Hearing, review and action on a land use map amendment from the Design Commercial to the Public Facilities designation, located in the area of 1730 N. North County Blvd.

ACTION REQUESTED: Recommendation of approval for the land use map amendment.

BACKGROUND INFORMATION							
Location:	1730 N. North County Blvd.						
Applicants:	American Fork City						
Existing Land Use:	Residential						
Proposed Land Use:	Public Facilities						
Surrounding Land Use:	North	Commercial					
	South	Commercial					
	East	Vacant					
	West	Agriculture					
Existing Zoning:	Residential Agriculture 5 (Utah County)						
Proposed Zoning:	PF (Public Facilities)						
Surrounding Zoning:	North	GC-2 (Planned Commercial)					
	South	GC-2 (Planned Commercial)					
	East	RA-1					
	West	Planned Development (Highland City)					
Land Use Plan Designation:	Commercial						

Background

The city-initiated land use map amendment proposes a change from commercial to public facilities, in anticipation of a future fire station. The amendment will bring into congruence the zoning and land use map designations of "Public Facilities" as the property annexes into the City. The "Public Facilities" designation encompasses institutional, school and public (City, County, State, Federal) uses.

POTENTIAL MOTION:

APPROVAL

Mr. Chairman, I move that we recommend approval of the land use map amendment.

DENIAL

Mr. Chairman, I move that we recommend denial of the land use map amendment.

TABLE

Mr. Chairman, I move that we table action on the land use map amendment.

## Land Use Map

