ENT 158747:2021 PG 1 of 17
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Sep 13 4:33 pm FEE 0.00 BY JG
RECORDED FOR AMERICAN FORK CITY

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. That the following described real property be, and the same is hereby annexed to American Fork City, Utah, the corporate limits of said city are hereby extended to include said described property, and said property is hereby declared to be part of American Fork City and shall henceforth be subject to all of the ordinances and regulations thereof, and that the description of the boundaries of American Fork City as set forth in Section 1.12.010 of the revised ordinances be amended to include the following described property to-wit:

ORDINANCE NO. 2021-06-26
SEARLE ANNEXATION #3 (950 NORTH 650 WEST)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the R1-9,000 Residential Zone and PF Public Facilities zone and subject to the terms and conditions of the Searle Annexation #3 Agreement as provided in Attachment 'B'.

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

PASSED by the City Council of American Fork this 8 day of June 2021.

Bradley J. Frost, Mayor

ATTEST:

State of Utah
County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork and establishing zoning classification for said property. In witness whereof, I hereunto set my hand and affix the corporate seal of American Fork, Utah this 8 day of June 2021.

Terilyn Lurker, City Recorder

AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

ATTACHMENT "A"

BOUNDARY DESCRIPTION

Commencing at a point located North 89°58'37" East along the Section line 1119.75 feet and North 652.81 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Mitchell Springs Annexation the following 4 courses: North 03°11'55" East 0.46 feet, North 00°51'55" East 309.70 feet, North 12°40'00" West 184.07 feet, West 36.93 feet; thence along Mitchell Farms Annexation Plat "A" the following 2 courses: North 12°40'00" West 652.89 feet, South 88°01'00" West 2.22 feet; thence along Richards Annexation the following 2 courses: North 01°35'20" West 450.74 feet, North 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter Park Annexation 9.82 feet; thence along Max Searle Annexation the following 2 courses: South 78°08'44" East 534.59, South 00°10'20" East 660.24 feet; thence along Parker Addition the following 4 courses: North 86°01'40" West 0.78 feet, South 00°10'09" East 473.80 feet, North 89°59'38" East 312.54 feet, North 88°04'58" East 90.06 feet; thence South 00°01'23" East along Lakeview Hills Addition 503.65 feet; thence along Scott Addition the following 3 courses: South 89°01'23" West 8.30 feet, South 00°58'37" East 29.61 feet, North 74°51'05" West 718.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres
Basis of Bearing : North 89°58'37" East along the Section line (Nad 27)

ANNEXATION AGREEMENT
(Searle Annexation #3)

This Agreement, made and entered into this 24 day of June, 2021, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and LKS AG Inc., (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately-owned real property constituting the entirety of the Searle Annexation #3, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation " (Attachment 1), together with a plat (Attachment 2) prepared by the Applicants showing the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, the Annexation Area constitutes a portion of an existing island, as defined by Utah State law;

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted on March 23, 2021. Resolution No. 2021-03-11R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held.

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

TERMS AND CONDITIONS

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

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

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

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

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

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The Land Use Element of the General Plan shows the Annexation Area classified as Low Density Residential. Therefore, the zone classifications attached to the parcel shall be R1-9,000. and PF (Public Facilities). A portion of the property lies within the Mitchell Hollow area and is to be placed in the PF (Public Facilities) zone for development of a trail corridor. Pursuant to Section 17.4.605 of the Development Code, that portion of the parcels within the Hollow area, is situated in a TDR-S (Transfer of Development Rights Sending) sub-zone. The number of development rights applicable to this TDR-S sub-zone is uncertain but is to be determined at the time of initial request for development, based at the rate of three dwelling units per acre. Applicants agree to convey title to the Hollow area at the time of annexation to the City for stated trail and open space purposes. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed: The Bike and Pedestrian Master Plan identifies placement of a trail corridor along the Mitchell Hollow through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any property necessary for the Mitchell Hollow Trail corridor and connection in the location shown on the plat with a ten foot-wide connection from the southernmost point of the trail to the neighborhood street in the future development, prepared by the Applicant. (Attachments 4 and 4(a)). Applicants shall have no obligation to construct any trail improvements until the time of mass grading for the site. At that time, applicant shall provide rough grading for the future trail in a manner that will provide a congruent landscape between the trail and the rear lots of the proposed development at no cost to the city. If this cannot be accomplished with the dedicated land, additional dedication may be required at not cost to the City.

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

A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

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

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

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

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

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

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

b. If to Applicants, to Graig Searle, 324 West 1360 North American Fork Utah, 84003.

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

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

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

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

Craig Searle
Applicant Name

MAYOR

Applicant Signature

ATTEST

AMERICAN FORK CITY CORPORATE SEAL UTAH COUNTY STATE OF UTAH

City Recorder

LIST OF ATTACHMENTS

Attachment 1	Request to Initiate Annexation
Attachment 2	Plat describing the Annexation Area
Attachment 3	Zone Classification map
Attachment 4	Right-of-Way Dedication Map
Attachment 5	Water Delay Agreement

Exhibit "A"

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN AN ISLAND OR PENINSULA

DATE: February 24, 2021

We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418(1)(a)(ii) of the Utah State Code.

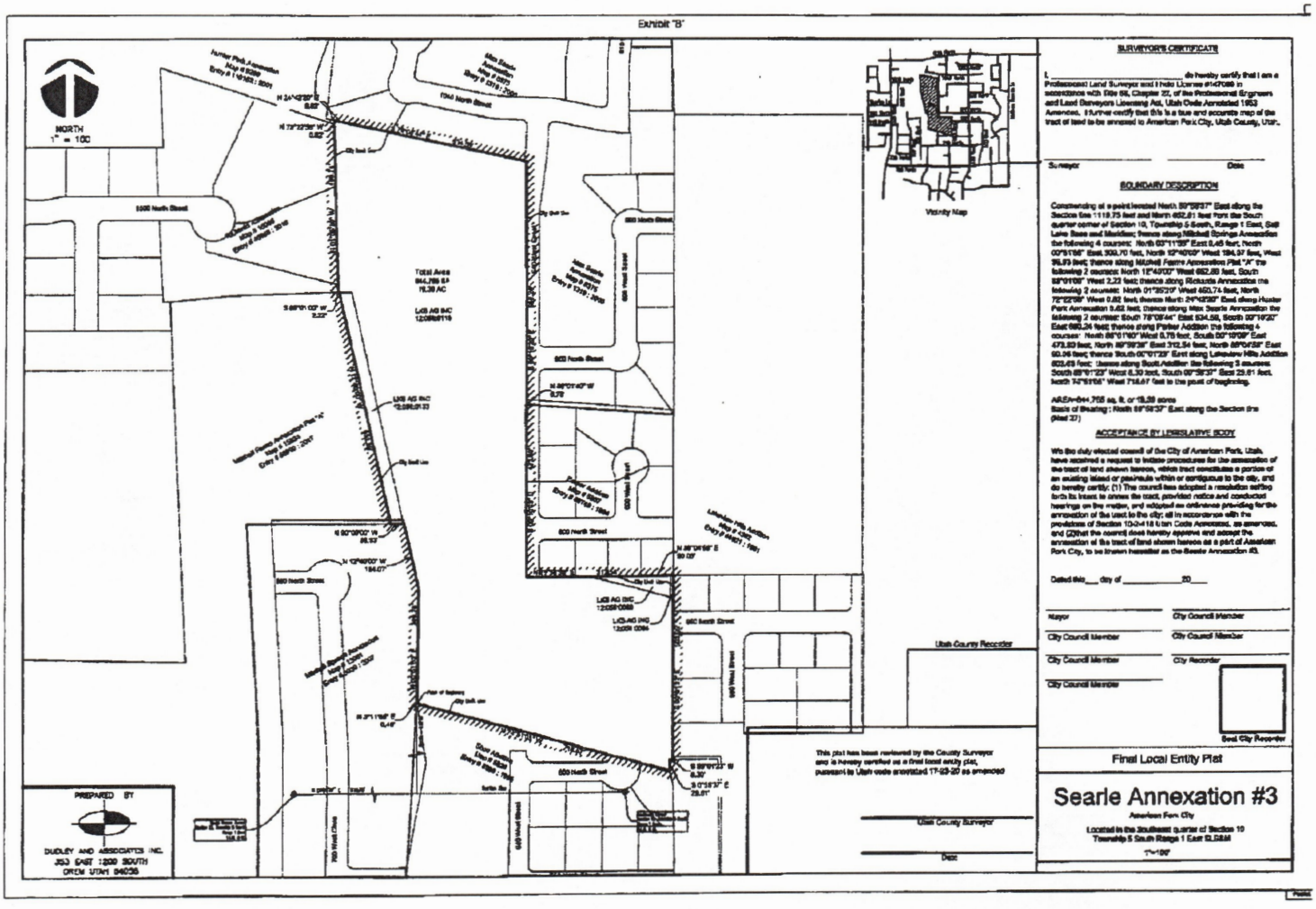
We hereby further acknowledge and affirm as follows:

A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
B. The municipality has provided one or more municipal type services to the area for at least one year.

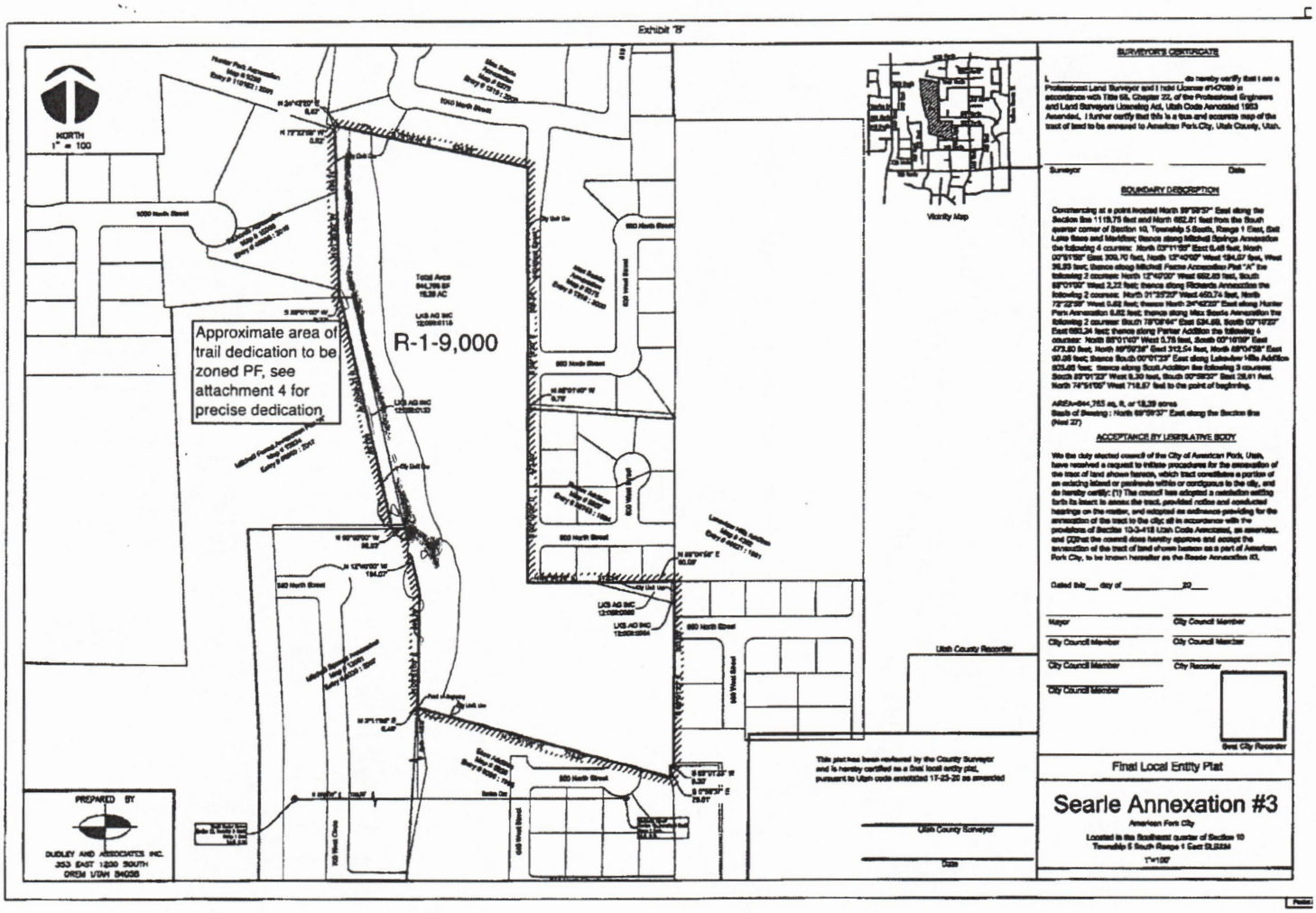
Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
12:056:0115	LKS AG Inc.	x Lee Searle Craig
12:056:0133	LKS AG Inc.	x Lee Searle Craig
12:056:0060	LKS AG Inc.	x Lee Searle Craig
12:056:0064	LKS AG Inc.	x Lee Searle Craig

Attachment: NOI Resolution (Searle Annexation #3 - NOI)

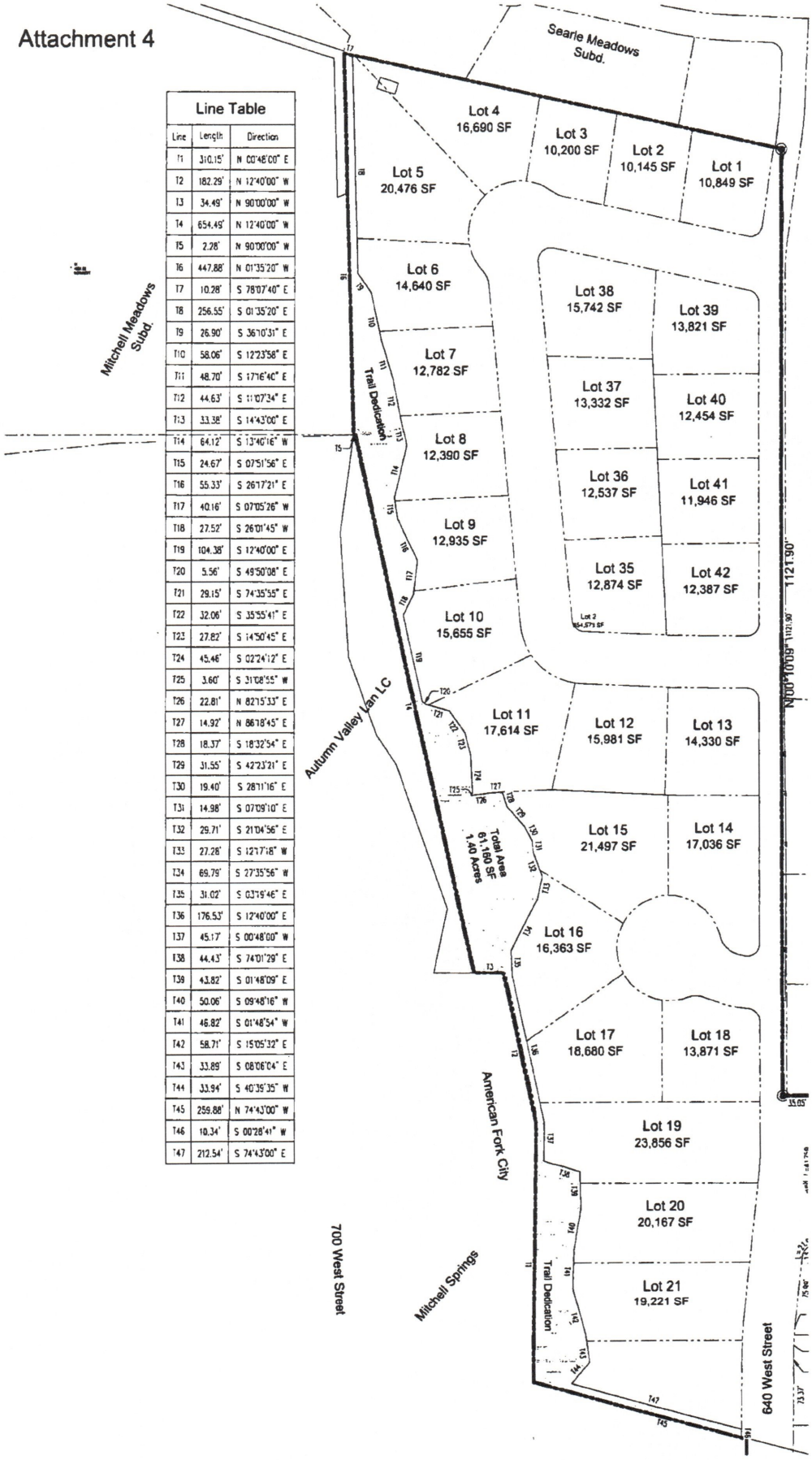
Attachment 2



Attachment 3



Attachment 4



Line Table		
Line	Length	Direction
T1	310.15'	N 00°48'00" E
T2	182.29'	N 12°40'00" W
T3	34.49'	N 90°00'00" W
T4	654.49'	N 12°40'00" W
T5	2.28'	N 90°00'00" W
T6	447.88'	N 01°35'20" W
T7	10.28'	S 78°07'40" E
T8	256.55'	S 01°35'20" E
T9	26.90'	S 36°10'31" E
T10	58.06'	S 12°23'58" E
T11	48.70'	S 17°16'40" E
T12	44.63'	S 11°07'34" E
T13	33.38'	S 14°43'00" E
T14	64.12'	S 13°40'16" W
T15	24.67'	S 07°51'56" E
T16	55.33'	S 26°17'21" E
T17	40.16'	S 07°05'26" W
T18	27.52'	S 26°01'45" W
T19	104.38'	S 12°40'00" E
T20	5.56'	S 49°50'08" E
T21	29.15'	S 74°35'55" E
T22	32.06'	S 35°55'41" E
T23	27.82'	S 14°50'45" E
T24	45.46'	S 02°24'12" E
T25	3.60'	S 31°08'55" W
T26	22.81'	N 82°15'33" E
T27	14.92'	N 86°18'45" E
T28	18.37'	S 18°32'54" E
T29	31.55'	S 42°23'21" E
T30	19.40'	S 28°11'16" E
T31	14.98'	S 07°09'10" E
T32	29.71'	S 21°04'56" E
T33	27.28'	S 12°17'18" W
T34	69.79'	S 27°35'56" W
T35	31.02'	S 03°19'46" E
T36	176.53'	S 12°40'00" E
T37	45.17'	S 00°48'00" W
T38	44.43'	S 74°01'29" E
T39	43.82'	S 01°48'09" E
T40	50.06'	S 09°48'16" W
T41	46.82'	S 01°48'54" W
T42	58.71'	S 15°05'32" E
T43	33.89'	S 08°06'04" E
T44	33.94'	S 40°39'35" W
T45	259.88'	N 74°43'00" W
T46	10.34'	S 00°28'41" W
T47	212.54'	S 74°43'00" E

Attachment 4A

TRAIL DEDICATION PARCEL

Commencing at a point located North 89°58'37" East along the Section line 1117.71 feet and North 652.86 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°48'00" East 310.15 feet; thence North 12°40'00" West 182.29 feet; thence West 34.49 feet; thence North 12°40'00" West 654.49 feet; thence West 2.28 feet; thence North 01°35'20" West 447.88 feet; thence South 78°07'40" East 10.28 feet; thence South 01°35'20" East 256.55 feet; thence South 36°10'31" East 26.90 feet; thence South 12°23'58" East 58.06 feet; thence South 17°16'40" East 48.70 feet; thence South 11°07'34" East 44.63 feet; thence South 14°43'00" East 33.38 feet; thence South 13°40'16" West 64.12 feet; thence South 07°51'56" East 24.67 feet; thence South 26°17'21" East 55.33 feet; thence South 07°05'26" West 40.16 feet; thence South 26°01'45" West 27.52 feet; thence South 12°40'00" East 104.38 feet; thence South 49°50'08" East 5.56 feet; thence South 74°35'55" East 29.15 feet; thence South 35°55'41" East 32.06 feet; thence South 14°50'45" East 27.82 feet; thence South 02°24'12" East 45.46 feet; thence South 31°08'55" West 3.60 feet; thence North 82°15'33" East 22. 81 feet; thence North 86°18'45" East 14.92 feet; thence South 18°32'54" East 18.37 feet; thence South 42°23'21" East 31.55 feet; thence South 28°11'16" East 19.40 feet; thence South 07°09'10" East 14.98 feet; thence South 21°04'56" East 29.71 feet; thence South 12°17'18" West 27.28 feet; thence South 27°35'56" West 69.79 feet; thence South 03°19'46" East 31.02 feet; thence South 12°40'00" East 176.53 feet; thence South 00°48'00" West 45.17 feet; thence South 74°01'29" East 44.43 feet; thence South 01°48'09" East 43.82 feet; thence South 09°48'16" West 50.06 feet; thence South 01°48'54" West 46.82 feet; thence South 15°05'32" East 58.71 feet; thence South 08°06'04" East 33.89 feet; thence South 40°39'35" West 33.94 feet; thence South 74°43'00" East 212.54 feet; thence South 00°28'41" West along 640 West Street 10.34 feet; thence North 74°43'00" West 259.88 feet to the point of beginning.

AREA=60,160 sq. ft. or 1.40 acres

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the 21 day of June, 2021 ("**Effective Date**"), by and between LKS Ag Inc. ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

WHEREAS Owner is the owner of Parcel Nos. on Exhibit A ("**Property**"), which are located outside of the City's current municipal boundaries; and

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

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

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

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

AGREEMENT

1. Determination of City Council. The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council's final action on the Annexation Request. This determination was made in the City Council meeting held on June 9, 2021. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

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

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Approved as to form by City's attorney 7/11/2018

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF Utah)

On the 29 day of June, 2021, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which ~~a quorum was in attendance.~~

TARALEIGH A GRAY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 713349
COMM. EXP. 08-03-2024

NOTARY PUBLIC

[OWNER]

STATE OF UTAH)
:ss
COUNTY OF Utah)

On the 24th day of June, 2021, CRAIG SEARLE personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

NOTARY PUBLIC

ROGER DURRAM DUDLEY
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 710749
COMM. EXP. 03-01-2024

Approved as to form by City's attorney 7/11/2018

EXHIBIT A

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

MITCHELL SPRINGS – 10 SHARES @ 2.8 ACRE FEET PER SHARE = 28 ACRE FEET

AMERICAN FORK IRRIGATION - 7.67 SHARES @ 2.0 ACRE FEET PER SHARE = 15.34 ACRE FEET

TOTAL COMMITMENT - 43.34 ACRE FEET

Approved as to form by City's attorney 7/11/2018

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

ENT 158743:2021 PG 1 of 4
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Sep 13 4:26 pm FEE 0.00 BY JG
RECORDED FOR AMERICAN FORK CITY

WARRANTY DEED

Searle Trail Dedication (Public Right-of-Way)

Parcel Tax ID: 12:056:0115 and 12:056:0133

LKS AG Inc, **Grantor**, hereby CONVEYS AND WARRANTS to **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to –wit:

Commencing at a point located North 89°58'37" East along the Section line 1117.71 feet and North 652.86 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°48'00" East 310.15 feet; thence North 12°40'00" West 182.29 feet; thence West 34.49 feet; thence North 12°40'00" West 654.49 feet; thence West 2.28 feet; thence North 01°35'20" West 447.88 feet; thence South 78°07'40" East 10.28 feet; thence South 01°35'20" East 256.55 feet; thence South 36°10'31" East 26.90 feet; thence South 12°23'58" East 58.06 feet; thence South 17°16'40" East 48.70 feet; thence South 11°07'34" East 44.63 feet; thence South 14°43'00" East 33.38 feet; thence South 13°40'16" West 64.12 feet; thence South 07°51'56" East 24.67 feet; thence South 26°17'21" East 55.33 feet; thence South 07°05'26" West 40.16 feet; thence South 26°01'45" West 27.52 feet; thence South 12°40'00" East 104.38 feet; thence South 49°50'08" East 5.56 feet; thence South 74°35'55" East 29.15 feet; thence South 35°55'41" East 32.06 feet; thence South 14°50'45" East 27.82 feet; thence South 02°24'12" East 45.46 feet; thence South 31°08'55" West 3.60 feet; thence North 82°15'33" East 22. 81 feet; thence North 86°18'45" East 14.92 feet; thence South 18°32'54" East 18.37 feet; thence South 42°23'21" East 31.55 feet; thence South 28°11'16" East 19.40 feet; thence South 07°09'10" East 14.98 feet; thence South 21°04'56" East 29.71 feet; thence South 12°17'18" West 27.28 feet; thence South 27°35'56" West 69.79 feet; thence South 03°19'46" East 31.02 feet; thence South 12°40'00" East 176.53 feet; thence South 00°48'00" West 45.17 feet; thence South 74°01'29" East 44.43 feet; thence South 01°48'09" East 43.82 feet; thence South
09°48'16" West 50.06 feet; thence South 01°48'54" West 46.82 feet; thence South 15°05'32" East 58.71 feet; thence South 08°06'04" East 33.89 feet; thence South 40°39'35" West 33.94 feet; thence South 74°43'00" East 212.54 feet; thence South 00°28'41" West along 640 West Street 10.34 feet; thence North 74°43'00" West 259.88 feet to the point of beginning.

AREA=60,160 sq. ft. or 1.40 acres

WITNESS, the hand of said Grantors, this 3 day of August, A.D. 20 21

Signature of grantor

Craig Searle

Type or print name of grantor

Lee Searle

Signed in the presence of:

Melissa Strasburg

Melissa Strasburg

Type or print name of witness

STATE OF Utah)
§
COUNTY OF Utah)

On the date first above written personally appeared before me, Craig Searle, Lee Searle who, being by me duly sworn, says that he is the _____ of _____, a limited liability corporation, and that the within and foregoing instrument was signed in behalf of said limited liability corporation, who duly acknowledged to me that they executed the same.

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

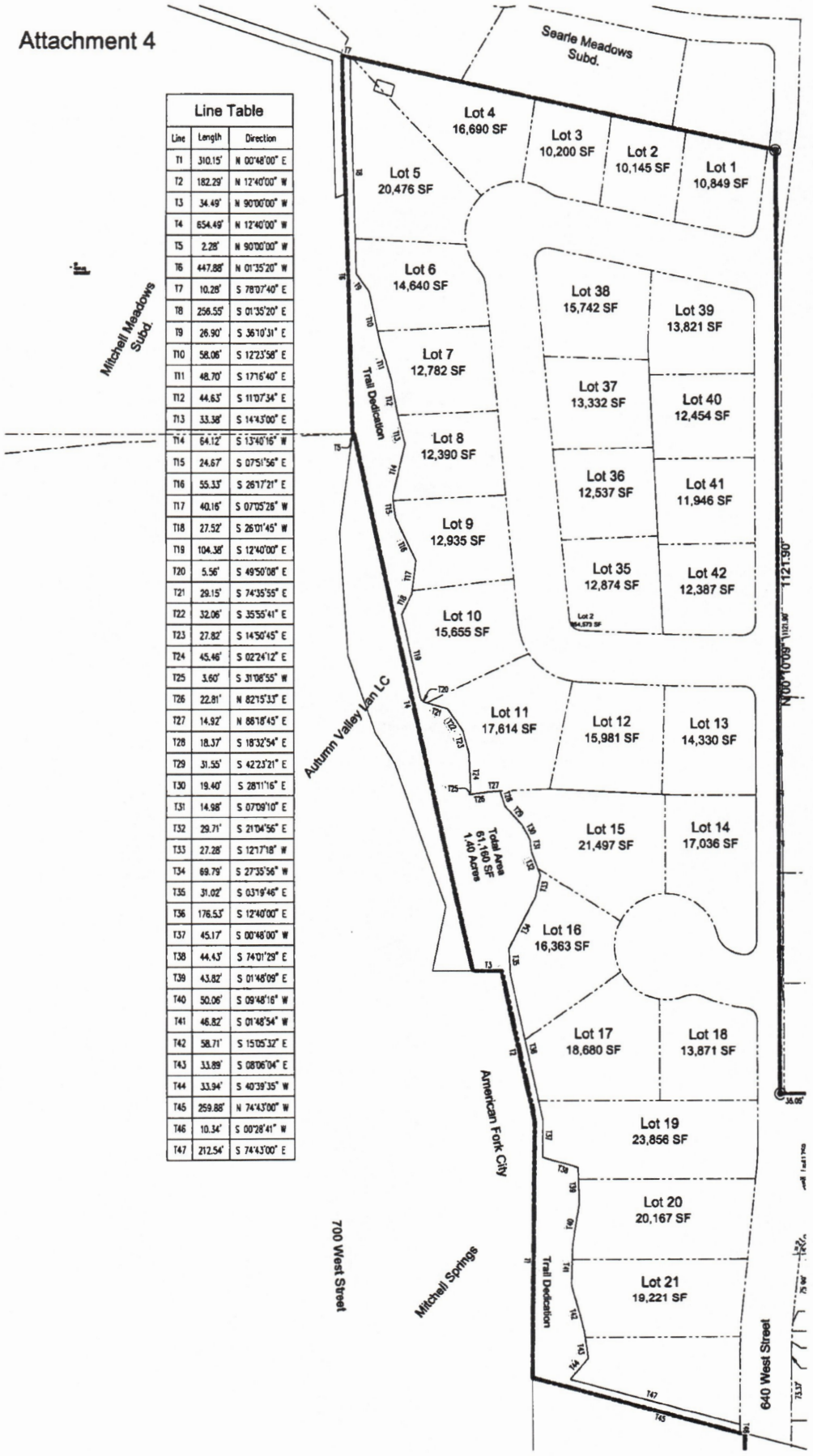
Lisa Halversen

Notary Public

LISA HALVERSEN
NOTARY PUBLIC · STATE OF UTAH
COMMISSION# 705891
COMM. EXP. 06-03-2023

Attachment 4

Line Table		
Line	Length	Direction
T1	310.15'	N 00°48'00" E
T2	182.29'	N 12°40'00" W
T3	34.49'	N 90°00'00" W
T4	654.49'	N 12°40'00" W
T5	2.28'	N 90°00'00" W
T6	447.88'	N 01°35'20" W
T7	10.28'	S 78°07'40" E
T8	256.55'	S 01°35'20" E
T9	26.90'	S 36°10'31" E
T10	58.06'	S 12°23'58" E
T11	48.70'	S 17°16'40" E
T12	44.63'	S 11°07'34" E
T13	33.38'	S 14°43'00" E
T14	64.12'	S 13°40'16" W
T15	24.67'	S 07°51'56" E
T16	55.33'	S 26°17'21" E
T17	40.16'	S 07°05'28" W
T18	27.52'	S 26°01'45" W
T19	104.38'	S 12°40'00" E
T20	5.56'	S 49°50'08" E
T21	29.15'	S 74°35'55" E
T22	32.06'	S 35°55'41" E
T23	27.82'	S 14°50'45" E
T24	45.46'	S 02°24'12" E
T25	3.60'	S 31°08'55" W
T26	22.81'	N 82°15'33" E
T27	14.92'	N 86°18'45" E
T28	18.37'	S 18°32'54" E
T29	31.55'	S 42°23'21" E
T30	19.40'	S 28°11'16" E
T31	14.98'	S 07°09'10" E
T32	29.71'	S 21°04'56" E
T33	27.28'	S 12°17'18" W
T34	69.79'	S 27°35'56" W
T35	31.02'	S 03°19'46" E
T36	176.53'	S 12°40'00" E
T37	45.17'	S 00°48'00" W
T38	44.43'	S 74°01'29" E
T39	43.82'	S 01°46'09" E
T40	50.06'	S 09°48'16" W
T41	46.82'	S 01°48'54" W
T42	58.71'	S 15°05'32" E
T43	33.89'	S 08°06'04" E
T44	33.94'	S 40°39'35" W
T45	259.88'	N 74°43'00" W
T46	10.34'	S 00°28'41" W
T47	212.54'	S 74°43'00" E



AMERICAN FORK
18 53

PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

August 4, 2021

Utah County Recorder's Office
100 East Center Street, Suite 1300
Provo, Utah 84606

To Whom It May Concern:

RE: Recording Authorization

American Fork City authorizes the Utah County Recorder's Office to record the Warranty Deed from LKS AG Inc (Searle Trail Dedication – Public Right-of-Way).

If you have any questions, feel free to call me at 801-763-3000.

Sincerely,

Bradley J. Frost
Mayor

AMERICAN FORK
18 63

PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

ENT 158744:2021 PG 1 of 2
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Sep 13 4:26 pm FEE 0.00 BY JG
RECORDED FOR AMERICAN FORK CITY

NOTICE OF IMPENDING BOUNDARY ADJUSTMENT

August 4, 2021

Lt. Governor's Office
Utah State Capitol Complex
P.O. Box 142325
Salt Lake City, Utah 84114-2325

RE: Searle Annexation #3

To Whom It May Concern:

At the June 8, 2021, City Council meeting, the Mayor and City Council adopted Ordinance No. 2021-06-26 which approved the Searle Annexation #3 into American Fork City.

Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map. The above referenced annexation meets the requirements of annexation.

If approved, please send the Certificate of Annexation to:

American Fork City
Terilyn Lurker, City Recorder
51 East Main
American Fork, UT 84003

If you have any questions or need further information, please call me at 801-763-3000.

Sincerely,

Terilyn Lurker
City Recorder

enclosures

ATTACHMENT "A"

BOUNDARY DESCRIPTION

Commencing at a point located North 89°58'37" East along the Section line 1119.75 feet and North 652.81 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Mitchell Springs Annexation the following 4 courses: North 03°11'55" East 0.46 feet, North 00°51'55" East 309.70 feet, North 12°40'00" West 184.07 feet, West 36.93 feet; thence along Mitchell Farms Annexation Plat "A" the following 2 courses: North 12°40'00" West 652.89 feet, South 88°01'00" West 2.22 feet; thence along Richards Annexation the following 2 courses: North 01°35'20" West 450.74 feet, North 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter Park Annexation 9.82 feet; thence along Max Searle Annexation the following 2 courses: South 78°08'44" East 534.59, South 00°10'20" East 660.24 feet; thence along Parker Addition the following 4 courses: North 86°01'40" West 0.78 feet, South 00°10'09" East 473.80 feet, North 89°59'38" East 312.54 feet, North 88°04'58" East 90.06 feet; thence South 00°01'23" East along Lakeview Hills Addition 503.65 feet; thence along Scott Addition the following 3 courses: South 89°01'23" West 8.30 feet, South 00°58'37" East 29.61 feet, North 74°51'05" West 718.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres
Basis of Bearing : North 89°58'37" East along the Section line (Nad 27)

STATE OF UTAH

OFFICE OF THE LIEUTENANT GOVERNOR

ENT 158745:2021 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Sep 13 4:27 pm FEE 0.00 BY JG
RECORDED FOR AMERICAN FORK CITY

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice for the SEARLE ANNEXATION #3 located in AMERICAN FORK CITY, August 16, 2021, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SEARLE ANNEXATION #3, located in Utah County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 16th day of August, 2021 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

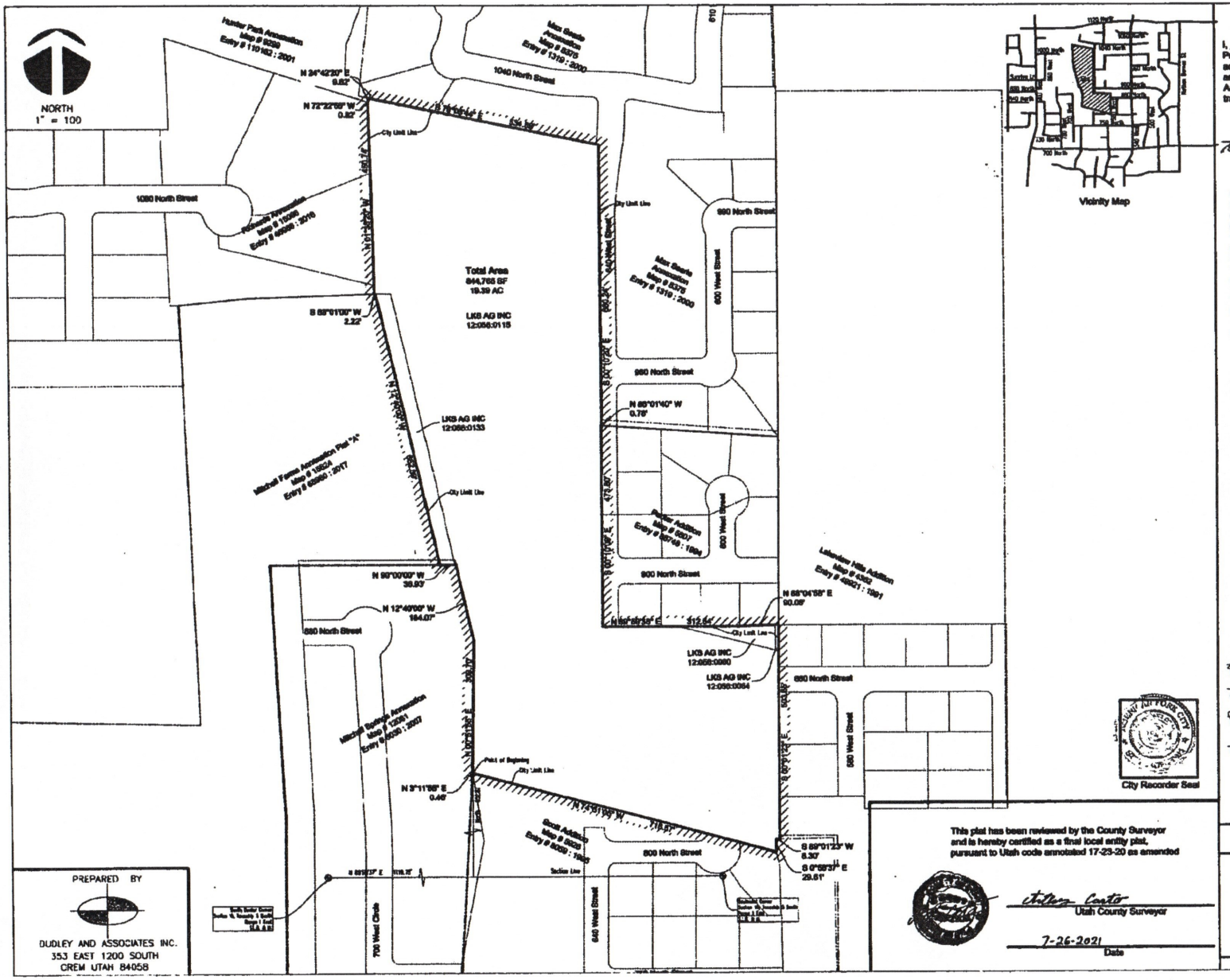
Certificate #202216

ATTACHMENT "A"

BOUNDARY DESCRIPTION

Commencing at a point located North 89°58'37" East along the Section line 1119.75 feet and North 652.81 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Mitchell Springs Annexation the following 4 courses: North 03°11'55" East 0.46 feet, North 00°51'55" East 309.70 feet, North 12°40'00" West 184.07 feet, West 36.93 feet; thence along Mitchell Farms Annexation Plat "A" the following 2 courses: North 12°40'00" West 652.89 feet, South 88°01'00" West 2.22 feet; thence along Richards Annexation the following 2 courses: North 01°35'20" West 450.74 feet, North 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter Park Annexation 9.82 feet; thence along Max Searle Annexation the following 2 courses: South 78°08'44" East 534.59, South 00°10'20" East 660.24 feet; thence along Parker Addition the following 4 courses: North 86°01'40" West 0.78 feet, South 00°10'09" East 473.80 feet, North 89°59'38" East 312.54 feet, North 88°04'58" East 90.06 feet; thence South 00°01'23" East along Lakeview Hills Addition 503.65 feet; thence along Scott Addition the following 3 courses: South 89°01'23" West 8.30 feet, South 00°58'37" East 29.61 feet, North 74°51'05" West 718.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres
Basis of Bearing : North 89°58'37" East along the Section line (Nad 27)



SURVEYOR'S CERTIFICATE

I, Roger D. Dudley do hereby certify that I am a Professional Land Surveyor and I hold License #147089 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyors Licensing Act, Utah Code Annotated 1953 Amended. I further certify that this is a true and accurate map of the tract of land to be annexed to American Fork City, Utah County, Utah.

Surveyor — July 23, 2021 — Date

BOUNDARY DESCRIPTION

Commencing at a point located North 89°58'37" East along the Section line 1119.75 feet and North 652.81 feet from the South quarter corner of Section 10, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence along Mitchell Springs Annexation the following 4 courses: North 03°11'56" East 0.46 feet, North 00°51'59" East 306.70 feet, North 12°40'00" West 164.07 feet, West 38.03 feet; thence along Mitchell Farms Annexation Plat "A" the following 2 courses: North 12°40'00" West 652.89 feet, South 88°01'00" West 2.22 feet; thence along Richards Annexation the following 2 courses: North 01°35'20" West 450.74 feet, North 72°22'58" West 0.82 feet; thence North 24°42'20" East along Hunter Park Annexation 9.82 feet; thence along Max Searle Annexation the following 2 courses: South 78°06'44" East 834.59, South 00°10'20" East 660.24 feet; thence along Parker Addition the following 4 courses: North 88°01'40" West 0.78 feet, South 00°10'09" East 473.80 feet, North 89°59'38" East 312.64 feet, North 88°04'58" East 90.06 feet; thence South 00°01'23" East along Lakeview Hills Addition 503.66 feet; thence along Scott Addition the following 3 courses: South 89°01'23" West 8.30 feet, South 00°58'37" East 29.61 feet, North 74°51'06" West 716.57 feet to the point of beginning.

AREA=844,765 sq. ft. or 19.39 acres
Basis of Bearing : North 89°58'37" East along the Section line (Nad 27)

ACCEPTANCE BY LEGISLATIVE BODY

We the duly elected council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of an existing island or peninsula within or contiguous to the city, and do hereby certify: (1) The council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the city; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2)that the council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the Searle Annexation #3.

Dated this 6 day of July 2021

Mayor — City Council Member — City Council Member — City Council Member — City Council Member — City Recorder

Utah County Recorder

Final Local Entity Plat

Searle Annexation #3

American Fork City

Located in the Southeast quarter of Section 10
Township 5 South Range 1 East SLB&M

1"=100'

ENT 158745:2021 PG 3 of 3