

AMERICAN FORK CITY COUNCIL
AUGUST 2, 2022
SPECIAL SESSION AND WORK SESSION AGENDA

Notice of Electronic Meeting

One or more City Council Members may be physically absent from this meeting but may participate electronically.

Notice is hereby given that the American Fork City Council will hold a public hearing in conjunction with a special session and work session on Tuesday, August 2, 2022, in the American Fork Administrative Office Conference room, located at 51 E. Main Street, commencing at 4:00 p.m. The agenda shall be as follows:

PUBLIC HEARING

- Receive public comment regarding the Harbor Road Annexation Plat E, located at 500 West 1100 South and consisting of approximately 91.7 acres.

SPECIAL SESSION

1. Review and action on an ordinance approving the Harbor Road Annexation Plat E, including the annexation agreement, located at 500 West 1100 South and consisting of approximately 91.7 acres to be annexed in the PR-3.0 Planned Residential and Shoreline Protection zones.
2. Adjourn to a work session.

WORK SESSION

The purpose of City Work Sessions is to prepare the City Council for upcoming agenda items on future City Council Meetings. The Work Session is not an action item meeting. No one attending the meeting should rely on any discussion or any perceived consensus as action or authorization. These come only from the City Council Meeting.

1. Open and Public Meetings annual training.
2. Adjourn.

Dated this 28th day of July 2022.



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 2, 2022**

Department Recorder Director Approval Terilyn Lurker

AGENDA ITEM Review and action on an ordinance approving the Harbor Road Annexation Plat E, including the annexation agreement, located at 500 West 1100 South and consisting of approximately 91.7 acres to be annexed in the PR-3.0 Planned Residential and Shoreline Protection zones.

SUMMARY RECOMMENDATION

Staff would recommend approval.

BACKGROUND

The Harbor Road Annexation Plat E began in March 2022, when the petition for annexation was submitted. On April 12, 2022, the city council approved the ordinance accepting the petition which allowed the petitioner and staff to move forward in the annexation process. On June 28, 2022, the planning commission recommended approval of the annexation agreement. Staff has worked with the petitioner on all items required according to the annexation agreement and the annexation is not ready to be finalized.

BUDGET IMPACT

NA

SUGGESTED MOTION

Move to adopt the ordinance approving the Harbor Road Annexation Plat E, including the annexation agreement, located at 500 West 1100 South and consisting of approximately 91.7 acres to be annexed into the PR-3.0 and Shoreline Protection zones, subject to any technical changes to the plats if needed.

SUPPORTING DOCUMENTS

Ordinance (PDF)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE AMERICAN FORK CITY CODE APPROVING THE HARBOR ROAD ANNEXATION PLAT E, CONSISTING OF APPROXIMATELY 91.7 ACRES AT 500 WEST 1100 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed requesting American Fork City annex property into the city; and

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

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

WHEREAS, a public hearing considering the proposed annexation was held by the Planning Commission on June 28, 2022; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on August 2, 2022, pursuant to Utah Code Ann §10-2-407.

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

SECTION I. That the City Council hereby approves the Harbor Road Annexation Plat E consisting of approximately 91.7 acres at 500 West 1100 South into American Fork City and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment "A".

SECTION II. That the territory annexed under Section 1 above is hereby classified into Planned Residential PR-3.0 and Shoreline Protection zones and subject to the terms and conditions of the Harbor Road Annexation Plat E 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 ____ day of _____, 2022.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder

Attachment: Ordinance (Harbor Road Annexation Plat E - Ordinance)

ATTACHMENT "A"

BOUNDARY DESCRIPTION

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

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

CONTAINING: 91.61 ACRES OR 3,990,591 SF

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

LIST OF ATTACHMENTS

ATTACHMENT 1	Petition for Annexation
ATTACHMENT 2	Harbor Road Plat E Annexation map
ATTACHMENT 3	Zone Classification map
ATTACHMENT 4	Copy of Roadway Dedication Plat
ATTACHMENT 5	Deed for Vineyard Connector and Linear Park
ATTACHMENT 6	Water Delay Agreement

ATTACHMENT 1



Petition for Annexation

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

Name of Annexation: Harbor Road Annexation Plat E

Approximate Location: 500 W 1100 S American Fork, UT 84003

Name: Meadowbrook Properties, L.P. Address: 13615 Grove Dr Alpine, UT 84004
 Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com
 Signature: *Wayne Patterson* Tax ID #: 13:070:0026

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003
 Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com
 Signature: *[Signature]* Tax ID #: 13:0064:0051

Name: PHI Properties, Inc Address: 11038 Highland Blvd #100 Highland, UT 84003
 Phone Number: 801-636-6218 Email: rossw@pattersonconstruction.com
 Signature: *[Signature]* Tax ID #: 13:071:0025

NOTICE:

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

(Attached additional sheets if needed)

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

**CERTIFICATE OF AUTHORITY
PARTNERSHIP**

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

Dated this 21st day of March, 2022

Wayne Patterson, General Partner
(General Partner's Signature)

Wayne Patterson, Operating Manager of
(Print General Partner's Signature)
Meadowbrook Property Management, LLC
which is the general partner of
Meadowbrook Properties Limited Partnership
(Print Name of Partnership)

NOTICE:

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

**CERTIFICATE OF AUTHORITY
CORPORATION**

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

Dated this 21st day of March, 2021

(Officer's Signature)

James Patterson
(Print Officer's Signature)

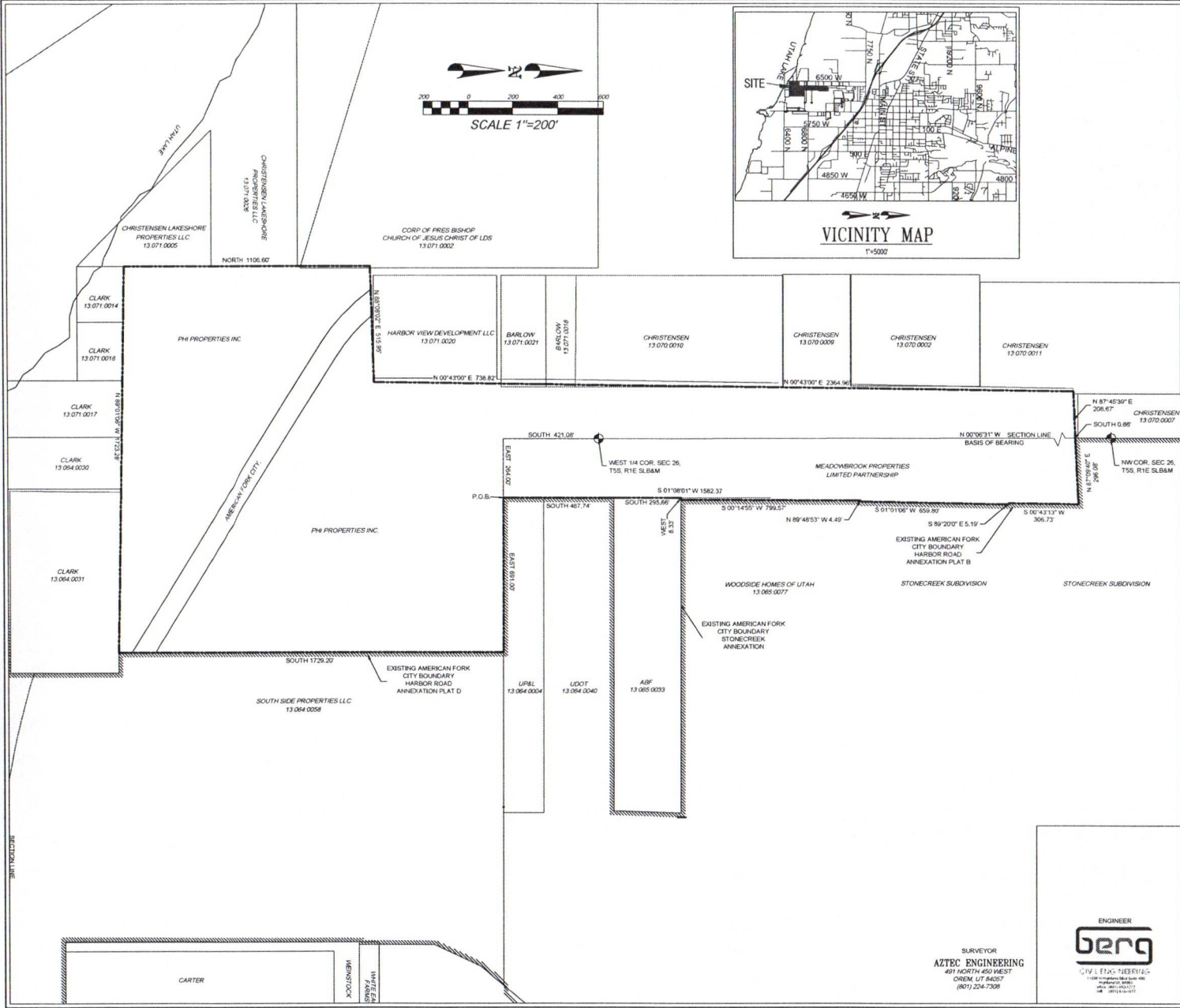
Vice President
(Printer Officer's Title)

PHI Properties, Inc.
(Print Name of Corporation)

NOTICE:

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





SURVEYOR'S CERTIFICATE

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

BOUNDARY DESCRIPTION

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

RUNNING ALONG THE EXISTING AMERICAN FORK CITY LIMITS THE FOLLOWING TWO (2) COURSES: 1) EAST 691.00 FEET AND 2) SOUTH 1729.20 FEET; THENCE N 89°10'06" W 1723.28 FEET; THENCE NORTH 1106.60 FEET; THENCE N 88°08'02" E 515.95 FEET; THENCE N 00°43'00" E 738.82 FEET; THENCE N 00°43'00" E 2364.96 FEET; THENCE N 87°45'39" E 208.67 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING SEVEN (7) COURSES: 1) SOUTH 0.66 FEET, 2) N 87°09'40" E 296.08 FEET, 3) S 00°43'13" W 306.73 FEET, 4) S 89°20'00" E 5.19 FEET, 5) S 01°01'06" W 659.80 FEET, 6) N 89°48'53" W 4.49 FEET, AND 7) S 00°14'55" W 799.57 FEET; THENCE WEST 8.33 FEET; THENCE SOUTH 295.66 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS SOUTH 487.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 91.61 ACRES OR 3,990,591 SF

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

SURVEYOR
DATE

ACCEPTANCE OF LEGISLATIVE BODY

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

DATED THIS ____ DAY OF ____, 20__.

MAYOR
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER

ATTEST: RECORDER

UTAH COUNTY SURVEYOR

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

SURVEYOR
DATE

FINAL LOCAL ENTITY PLAT

HARBOR ROAD ANNEXATION PLAT "E"

AMERICAN FORK CITY

LOCATED IN THE NORTHWEST AND SOUTHWEST QUARTERS OF SECTION 26, & THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH

SCALE: 1"=200'



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

ATTACHMENT 4

STONECREEK PHASE 3 ROAD DEDICATION PLAT No. 1

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

SURVEYOR'S CERTIFICATE

I, DAVID L. ENSIGN, SURVEYOR OF THE SAN JUAN COUNTY, UTAH, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE PLAT AND THAT I HAVE BEEN ADVISED BY THE ENGINEER THAT THE PLAT IS CORRECT AND THAT THE PLAT IS IN ACCORDANCE WITH THE ACTS OF CONGRESS AND THE ACTS OF THE LEGISLATURE OF THE STATE OF UTAH.

DATE 10/15/2010

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED NORTH 00°09'23" WEST ALONG SECTION LINE 800.10 FEET AND EAST 272.80 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN,

THENCE NORTH 42°46'10" WEST 58.07 FEET, THENCE ALONG THE ARC OF A 476.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 289.19 FEET (CURVE HAVING A CENTRAL ANGLE OF 37°44'39" AND A LONG CHORD BEARING 190°17'56" W 283.89 FEET), THENCE NORTH 79°10'15" WEST 216.68 FEET, THENCE NORTH 00°43'02" EAST 73.14 FEET, THENCE SOUTH 79°10'15" EAST 229.52 FEET, THENCE ALONG THE ARC OF A 511.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 314.52 FEET (CURVE HAVING A CENTRAL ANGLE OF 30°16'11" AND A LONG CHORD BEARING 58°13'20" E 306.63 FEET), THENCE SOUTH 97°14'47" WEST 108.59 FEET TO THE POINT OF BEGINNING.

AREA = 36.902 OF OR 0.82 ACRES

VICINITY SKETCH

SCALE 1"=1/2 MILE

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	476.00	289.19	37°44'39"	283.89	190°17'56" W
C2	511.00	314.52	30°16'11"	306.63	58°13'20" E
C3	476.00	314.52	37°44'39"	307.48	190°17'56" W

SCALE 1"=100'

LEGEND

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

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ABOVE AND SHOWN ON THIS PLAT HAVE CAUSED THE SAME TO BE SUBMITTED INTO THE PUBLIC RECORDS OF THE COUNTY OF SAN JUAN, NEW MEXICO, FOR THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS 15 DAY OF OCTOBER, A.D. 2010.

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF SAN JUAN) S.S.
ON THE 15 DAY OF OCTOBER, A.D. 2010, PERSONALLY APPEARED BEFORE ME DAVID L. ENSIGN, SURVEYOR, THE FOLLOWING PERSONS, WHOSE NAMES ARE SET FORTH IN THE FOREGOING DEDICATION, WHOSE RESPECTIVE CAPACITIES OR BEHALF OF WHICH THEY HAVE EXECUTED THE FOREGOING DEDICATION, IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF BOOK COMRADE:

MY COMMISSION EXPIRES 10/15/2012 NOTARY PUBLIC: DAVID L. ENSIGN

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS 15 DAY OF OCTOBER, A.D. 2010.

APPROVED: DAVID L. ENSIGN CITY ENGINEER ATTEST: DAVID L. ENSIGN CLERK/RECORDER

PLANNING COMMISSION APPROVAL

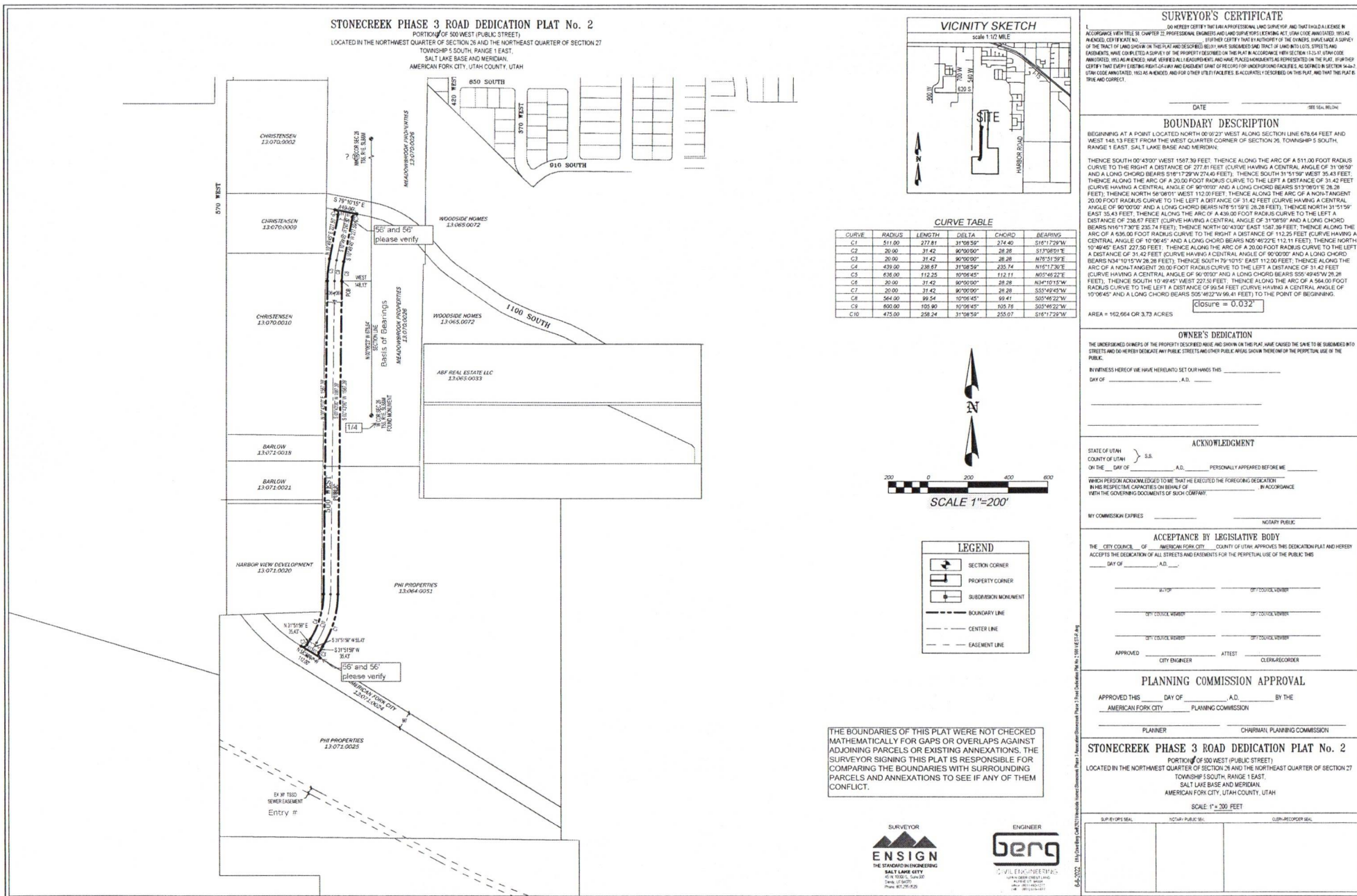
APPROVED THIS 15 DAY OF OCTOBER, A.D. 2010, BY THE AMERICAN FORK CITY PLANNING COMMISSION.

PLANNER: DAVID L. ENSIGN CHAIRMAN, PLANNING COMMISSION

STONECREEK PHASE 3 ROAD DEDICATION PLAT No. 1

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

SCALE 1"=100 FEET



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

ATTACHMENT 5

2.1.a

WARRANTY DEED
(Vineyard Connector & Linear Park)

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

Beginning at a point that is N 00°06'31" W 300.56 feet along the section line from the West Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

Thence North 64°20'07" West 277.56 feet; Thence North 00°46'11" East 572.59 feet; Thence South 64°56'05" East 569.56 feet; Thence South 00°43'13" West 579.62 feet; Thence North 64°20'07" West 295.84 feet to the point of beginning.
Contains 299,354 sf (6.87 ac)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2021 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this February 14, 2022

Wayne Patterson
Authorized Signature

Authorized Signature

Wayne Patterson, General Partner
Print Name / Title

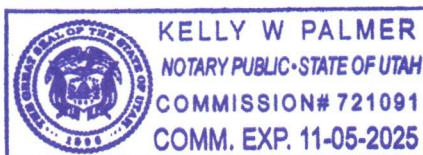
Print Name / Title

State of Utah)

>

County of Utah)

On February 14, 2022 personally appeared before me (print name of executor(s) below), Wayne Patterson, General Partner of Meadowbrook Properties Limited Partnership, the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.



Kelly W Palmer
Notary Public Signature
Kelly W Palmer
Print Name of Notary

Attachment: Ordinance (Harbor Road Annexation Plat E - Ordinance)

ATTACHMENT 6

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the 7th day of January, 2022 ("**Effective Date**"), by and between _____ ("**Owner**"), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah ("**City**").

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AMERICAN FORK CITY

Bradley J. Frost, Mayor

Attest: _____
Terilyn Lurker, City Recorder

STATE OF UTAH)
)
) :SS
COUNTY OF _____)

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

NOTARY PUBLIC

[OWNER]

[Signature]

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On the 7 day of January, 2022, Math Loveland personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

[Signature]
NOTARY PUBLIC

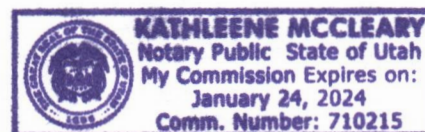


EXHIBIT A**Description of Water Rights and/or Water Shares Committed to the City**

Attachment: Ordinance (Harbor Road Annexation Plat E - Ordinance)

CITY COUNCIL STUDY ITEM

City of American Fork
COUNCIL WORK SESSION
AUGUST 2, 2022

Department Recorder

Department Terilyn Lurken

STUDY ITEM Open and Public Meetings annual training.

BACKGROUND

The city attorney will present the required open and public meetings annual training.

SUPPORTING DOCUMENTS