

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:

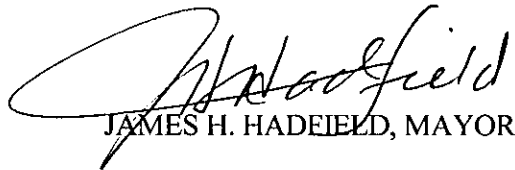
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE 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:

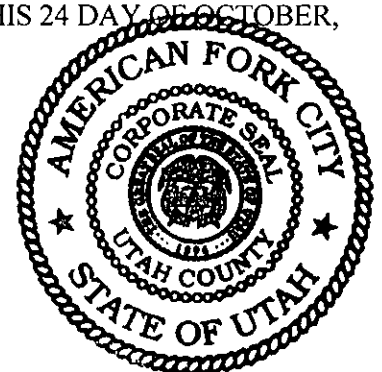


**ORDINANCE NO. 2017-11-63**  
DIXIE FENN AMERICAN FORK PLAT A ANNEXATION  
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE PR-3 PLANNED RESIDENTIAL, SP SHORELINE PROTECTION, AND PF PUBLIC FACILITIES ZONES AND SUBJECT TO THE TERMS AND CONDITIONS OF THE DIXIE FENN AMERICAN FORK PLAT A ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 24 DAY OF OCTOBER, 2017.

  
JAMES H. HADEIELD, 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 CITY 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 28 DAY OF NOVEMBER, 2017.

  
TERILYN LURKER, CITY RECORDER

# ATTACHMENT "A"

## Boundary Description

A PARCEL OF LAND LOCATED WITHIN THE SOUTHWEST 1/4 OF SECTION 22 AND PORTIONS OF THE WEST HALF OF SECTION 27, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS N.89°52'20"E. 979.44' ALONG THE SECTION LINE AND NORTH 598.42' FROM THE SOUTH ¼ CORNER OF SAID SECTION 22; THENCE N.1°25'04"W. 49.25' TO A POINT ON A NON-TANGENT 567.00-FOOT CURVE TO THE RIGHT, SAID POINT ALSO BEING ON THE BOUNDARY OF THE HARBOR ENTERPRISES ANNEXATION PLAT; THENCE THE ARC OF SAID CURVE 96.44' (CHORD BEARS S.85°48'16"W. 96.32') AND SAID PLAT; THENCE N.89°19'23"W. ALONG SAID PLAT 53.20'; THENCE SOUTH 31.60'; THENCE WEST 1101.18'; THENCE N0°58'07"E. 20.32'; THENCE N.89°01'56"W. 278.69'; THENCE S.1°02'47"W. 731.03'; THENCE N.89°37'30"W. 365.59'; THENCE S.1°02'00"W. 784.51'; THENCE N.89°41'00"W. 1335.00'; THENCE S.1°10'00"W. 2132.59'; THENCE S.68°52'00"E. 498.91'; THENCE S.68°10'00"E. 468.50'; THENCE S.73°21'00"E. 465.08'; THENCE S.67°19'16"E. 1277.65'; THENCE EAST 206.11'; THENCE N.1°33'05"E. 2257.90'; THENCE N.89°26'39"W. 11.26'; THENCE N.1°10'00"E. 650.52'; THENCE EAST 5.62'; THENCE N.0°40'12"E. 648.00'; THENCE N.89°57'36"W. 732.22'; THENCE N.0°43'00"E. 338.83'; THENCE N.89°26'00"W. 41.12'; THENCE N.0°58'03"E. 673.23'; THENCE S.89°19'22"E. 779.74'; THENCE NORTH 22.33'; THENCE S.89°59'29"E. 472.39' TO THE POINT OF BEGINNING.

CONTAINING 192.81 ACRES OF LAND MORE OR LESS.



## ATTACHMENT "B"

### ANNEXATION AGREEMENT (Dixie Fenn American Fork Plat A)

This Agreement, made and entered into this 12 day of December 2017, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Aria Retirement Investments, LLC, hereafter collectively referred to as "Applicant", is based on the following:

#### RECITALS

**WHEREAS**, Applicant is the owner of parcels of privately owned real property situated within the boundary of the Dixie Fenn American Fork Plat A Annexation, identified on Attachment 2 as the property within the annexation boundary, hereinafter called "Property", which Property is located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute a portion of the lands requesting annexation to City under the Dixie Fenn American Fork Plat A Annexation. An application requesting City to initiate proceedings for annexation of the territory within the Dixie Fenn American Fork Plat A Annexation, together with a map showing the area included within the annexation (hereafter referred to as "Annexation Area") has been submitted to City. A copy of the *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 1) and the appurtenant annexation plat (Attachment 2) are attached hereto; and

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

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 2016-10-35R 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. No protests to the annexation have been received; and

**WHEREAS**, The City Council has determined that annexation of the real property described on Attachment 2 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subsequent to the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat and ordinance at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

#### TERMS AND CONDITIONS

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 2 to City, the parties covenant and agree as follows:

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

**SECTION 2 - Annexation a benefit to Applicant.** Applicant and City acknowledge that City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the property is equal to or greater than the requirements and conditions of development as set forth in this Agreement and as required by the terms of City's Development Code, Impact Fee Ordinance and Sensitive Lands 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 Applicant.** Applicant hereby affirms that it is the current owner of the Parcels and has complete authority to enter into this Agreement and to bind the properties hereto.

**SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classifications.** The Land Use Element of the General Plan for the area shows the Parcels within a combination of the Very Low Density Residential and Shoreline Preservation designations. Applicant proposes to develop the Property as a residential development project in accordance with the PR-3.0 zone (which zone district allows for a variety of lot sizes and development styles) and the SP (Shoreline Preservation) zones. A portion of the property lies beneath the 345 KV Power Line, subject to the terms of an easement held by Rocky Mountain Power, and is to be placed in the PF (Public Facilities) zone. Additionally, a portion of the property lies within a potential corridor for the Vineyard Connector, and is to be placed in the PF (Public Facilities) zone. The initial zone designations applicable within the Annexation Area, to become effective at the time of annexation, are shown on Attachment 3, which map is made a part of this Agreement

**SECTION 5 - Compatibility with Major Street Plan - Conveyance of Right-of-Way.** The Property includes lands shown on the City's Major Street Plan for a Lakeshore Boulevard. As a condition of annexation, Applicant hereby agrees to convey to City the right-of-way necessary for Lakeshore Boulevard in the location shown on Attachment 3. The alignment of Lakeshore Boulevard follows the approximate boundary of the 100-year flood elevation as established and set forth in the City's Flood Insurance Rate Map at 4,495 feet above sea level. Lakeshore Boulevard shall be elevated one foot (1') above the 100-year flood elevation; the final grade placed at 4,496'. The specific legal description of the lands to be conveyed to the City for street purposes shall be as approved by the City Engineer and a copy of the deed(s) conveying said right-of-way to the City is attached hereto (Attachment 4). City agrees to allow a delay in the construction of Lakeshore Boulevard until the time of development of the annexation area. If wetland determinations prohibit placement of Lakeshore Boulevard within the corridor dedicated herein, applicants shall provide City a substitute corridor at no cost to City.

**SECTION 6 - Vineyard Connector - Conveyance of Right-of-Way.** The Property includes lands within a potential corridor for the Vineyard Connector (Attachment 3). As a

condition of annexation, Applicant hereby agrees to convey to City the right-of-way necessary for this corridor in the location shown on Attachment 3. The alignment of the Vineyard Connector follows the approximate northern boundary of the power-line corridor, from southeast to northwest. Specific legal description of the lands to be conveyed to the City for right-of-way purposes shall be as approved by the City Engineer and a copy of the deed(s) conveying said right-of-way to the City is attached hereto (Attachment 9).

**SECTION 7 – Utah Lake Shoreline Trail Right-of-Way to be Conveyed.** The City’s Trails Master Plan illustrates the placement of the Utah Lake Shoreline Trail through portions of the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to City right-of-way for the trail corridor necessary for the construction of the Utah Lake Shoreline Trail in the location shown on Attachment 3. Further, a copy of the deeds conveying this right-of-way for trail purposes are attached hereto (Attachment 5) and City hereby acknowledges receipt of executed originals. Applicants shall have no obligation to construct any trail improvements unless and until any improvement or development occurs on the Annexation Area.

**SECTION 8 - Conveyance of Water Right.** City agrees to allow a delay in the actual conveyance of water rights until the time of development based upon the proposed concept plan and pursuant to City ordinances at the time of development. A Water Dedication Agreement shall be enacted by the Applicant, requiring water dedication at the time of development. This agreement is included as Attachment 6.

**SECTION 9 - Transfer of Development Rights.** Pursuant to Section 17.4.605 of the Development Code, City does hereby agree to establish a TDR Eligibility Map for the Parcels. As set forth on Attachment 3, those portions of the parcels lying south of the defined right of way for Lakeshore Boulevard are situated in the SP Shoreline Preservation zone, and TDR-S (Transfer of Development Rights Overlay Zone - Sending Sub-Zone). The number of development rights applicable to this TDR- S is uncertain, but is to be determined at the time of the initial request for development based at the rate of one dwelling unit for each 5 acres. Portions of parcels lying within the future Vineyard Connector alignment are situated in a TDR-S Sub-Zone. In addition, those portions of parcels lying beneath the 345 KV Power Line, subject to the terms of an easement held by Rocky Mountain Power, are situated in a TDR-S Sub-Zone. The number of development rights applicable to these TDR-S Sub-Zones is uncertain, but is to be determined at the time of the initial request for development based at the rate of three dwelling units per acre. City agrees to allow use of dwelling unit credits on any of the Parcels located within the Annexation Area lying north of Lakeshore Boulevard and outside of areas labeled as TDR-S on Attachment 3, subject to the applicable terms of Section 17.4.605 (Transferable Development Rights Overlay Zone), and to designate the areas in which the dwelling unit credits are applied as a TDR-Receiving Sub-Zone (TDR-R).

**SECTION 10 - Geotechnical and Wetland Delineation required.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of land as a residential development. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, high water table, wetlands and the presence of historic open drains (sloughs) which require the need for a detailed geotechnical report and wetlands delineation to determine suitability of the

area for development. Prior to any request for development approval, Applicant agrees to provide a geotechnical study report and wetlands delineation covering the Annexation Area, identifying certain natural conditions, indicating any areas that may be unsuitable for development and providing recommendations for mitigation. City agrees to allow a delay in the time of preparation of the geotechnical study and wetlands delineation until the time of development plan submittal. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural conditions identified in the geotechnical report and as set forth in the criteria for development, as set forth in the Sensitive Lands Ordinance.

**SECTION 11 - Annexation Concept Plan.** City agrees that because of uncertainty in design, the impact from geotechnical studies, wetlands delineation, sensitive lands evaluation and number of transfer of development rights, no annexation concept plan will be required as a condition of annexation, except that any subsequent plan will accommodate the placement of streets and street intersection in the location identified under Section 5, a road and trail system which promotes good vehicle and pedestrian circulation, and a design which will comply with the zone requirements applicable to the project area.

**SECTION 12 - Slough Trail Easements to be Conveyed:** The Annexation Area includes portions of sloughs. These sloughs are essential to the proper drainage and conveyance of groundwater. For that purpose, the City requires a trail and maintenance easement adjacent to said sloughs. As a condition of annexation, Applicant hereby agrees to convey to the City the necessary slough corridor easements; for trail placement and maintenance of the sloughs, in the locations shown on "Slough Easements" on Attachment 3. A copy of the slough corridor trail and maintenance easements is included as part of this agreement (Attachment 7) and City hereby acknowledges receipt of executed originals. Applicants shall have no obligation to construct any trail improvements unless and until any improvement or development occurs on the Annexation Area adjacent to said sloughs and their respective corridors as found on Attachment 3.

**SECTION 13 - Conveyance of Park Areas.** A portion of the lands owned by Applicant lie beneath the 345 KV Power Line and are subject to the terms of an easement held by Rocky Mountain Power. The City's Parks Plan calls for the development of the easement area as a linear park. Applicant agrees to convey title to the easement area to the City for park purposes at the time of development and City agrees to grant a dwelling unit density credit for the land so conveyed in the amount of three dwelling units per acre, to be applied within the TDR-R Sub-Zone established pursuant to the terms of Section 9 of this Agreement. The area to be conveyed to City pursuant to this Section is identified on Attachment 3 (Linear park Area) to this Agreement.

**SECTION 14 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Deeded to City:** Applicant agrees to pay any outstanding property taxes on the Annexation Area; including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way to be deeded to City. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 15 - Impact Fees.** No impact fees are required as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

**SECTION 16 - Default.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

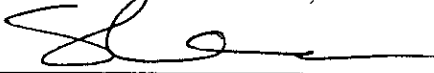
**SECTION 17 - Notice.** Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicants, to Aria Retirement Investments LLC, 13734 South Linda Marie Lane, Riverton, UT 84065.

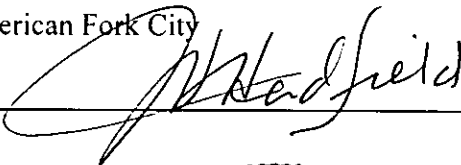
**SECTION 18 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney's fees and court costs in addition to other lawful damages resulting therefrom.

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

Aria Retirement Investments, LLC

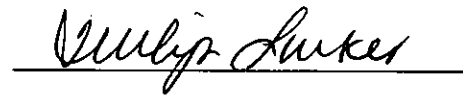


American Fork City



Mayor

ATTEST:



City Recorder

**LIST OF ATTACHMENTS**

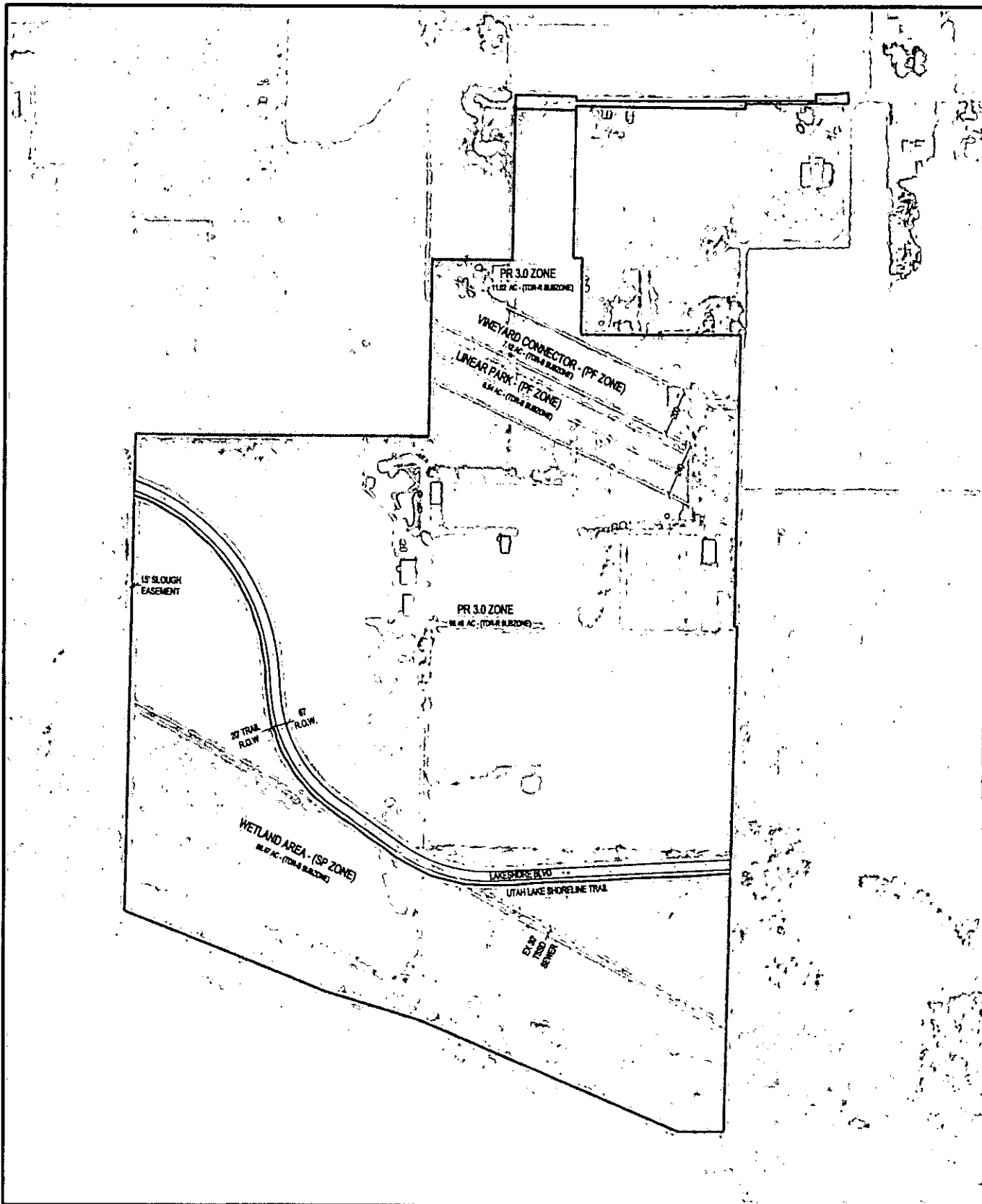
- Attachment 1** Copy of Request to Initiate Annexation
- Attachment 2** Copy of Annexation Plat
- Attachment 3** Copy of map showing a) Initial Zone Classifications, 2) Approximate location of Lakeshore Boulevard, 3) Vineyard Connector Corridor, 4) Utah Lake Shoreline Trail, 5) TDR Eligibility Map, 6) Slough Easements, 7) Linear Park Area
- Attachment 4** Copy of deeds for right-of-way for Lakeshore Boulevard
- Attachment 5** Copy of deeds conveying right-of-way for Utah Lake Shoreline Trail
- Attachment 6** Water Dedication Agreement
- Attachment 7** Copy of Slough Corridor Trail and Maintenance Easements
- Attachment 8** Copy of deeds conveying right-of-way for the Vineyard Connector Corridor







# Attachment 3



11038 N Highland Blvd  
 Suite 400  
 Highland UT, 84003  
 office (801) 432-1277  
 cell (801) 616-1677

## DIXIE FENN ANNEX OVERALL PLAN

DATE  
 NOV 11, 2017

FIGURE

# ATT 3

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

**WARRANTY DEED**  
**(Utah Lake Shoreline Trail)**

**Aria Retirement Investments, LLC**, Grantor(s) of \_\_\_\_\_ 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 89°50'11" E 373.45 feet along the section line and South 1146.61 feet from the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base & Meridian.


Thence along the arc of a 900.00 foot radius curve to the right a distance of 1032.53 feet (curve having a central angle of 65°43'59" and a long chord bearing S36°54'31"E 976.83 feet); Thence South 04°02'32" East 100.53 feet; Thence along the arc of a 700.00 foot radius curve to the left a distance of 624.75 feet (curve having a central angle of 51°08'12" and a long chord bearing S29°36'38"E 604.22 feet); Thence South 55°10'44" East 352.92 feet; Thence along the arc of a 750.00 foot radius curve to the left a distance of 493.58 feet (curve having a central angle of 37°42'25" and a long chord bearing S74°01'57"E 484.73 feet); Thence North 87°06'51" East 1077.42 feet; Thence North 01°33'05" East 20.06 feet; Thence South 87°06'51" West 1078.97 feet; Thence along the arc of a 730.00 foot radius curve to the right a distance of 480.42 feet (curve having a central angle of 37°42'25" and a long chord bearing N74°01'57"W 471.80 feet); Thence North 55°10'44" West 352.92 feet; Thence along the arc of a 680.00 foot radius curve to the right a distance of 606.90 feet (curve having a central angle of 51°08'12" and a long chord bearing N29°36'38"W 586.96 feet); Thence North 04°02'32" West 100.53 feet; Thence along the arc of a 920.00 foot radius curve to the left a distance of 1062.38 feet (curve having a central angle of 66°09'46" and a long chord bearing N37°07'25"W 1004.33 feet); Thence South 01°10'00" West 21.13 feet to the point of beginning.

Contains 73,639 sf (1.69 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 2017 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 11/17, 2017.

  
\_\_\_\_\_  
Authorized Signature

Scott Smithson  
\_\_\_\_\_  
Print Name / Title

State of Utah )  
County of Utah )

On NOV. 17, 2017 personally appeared before me (print name of executor(s) below),

Scott Smithson

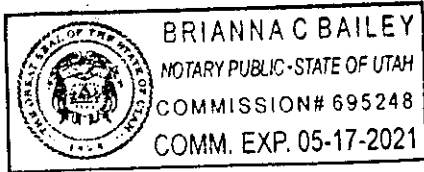
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Brianna Bailey

Notary Public Signature

Brianna Bailey

Print Name of Notary



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

**WARRANTY DEED**  
**(Lakeshore Blvd)**

**Aria Retirement Investments, LLC**, Grantor(s) of \_\_\_\_\_ 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 89°50'11" E 375.32 feet along the section line and South 1055.07 feet from the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

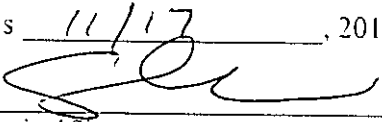
Thence along the arc of a 987.00 foot radius curve to the right a distance of 1162.25 feet (curve having a central angle of 67°28'08" and a long chord bearing S37°46'36"E 1096.25 feet); Thence South 04°02'32" East 100.53 feet; Thence along the arc of a 613.00 foot radius curve to the left a distance of 547.11 feet (curve having a central angle of 51°08'12" and a long chord bearing S29°36'38"E 529.13 feet); Thence South 55°10'44" East 352.92 feet; Thence along the arc of a 663.00 foot radius curve to the left a distance of 436.33 feet (curve having a central angle of 37°42'25" and a long chord bearing S74°01'57"E 428.50 feet); Thence North 87°06'51" East 1084.17 feet; Thence South 01°33'05" West 67.20 feet; Thence South 87°06'51" West 1078.97 feet; Thence along the arc of a 730.00 foot radius curve to the right a distance of 480.42 feet (curve having a central angle of 37°42'25" and a long chord bearing N74°01'57"W 471.80 feet); Thence North 55°10'44" West 352.92 feet; Thence along the arc of a 680.00 foot radius curve to the right a distance of 606.90 feet (curve having a central angle of 51°08'12" and a long chord bearing N29°36'38"W 586.96 feet); Thence North 04°02'32" West 100.53 feet; Thence along the arc of a 920.00 foot radius curve to the left a distance of 1062.38 feet (curve having a central angle of 66°09'46" and a long chord bearing N37°07'25"W 1004.33 feet); Thence North 01°10'00" East 70.43 feet to the point of beginning.

Contains 246,743 sf (5.66 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 2017 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 11/17, 2017.

  
\_\_\_\_\_  
Authorized Signature

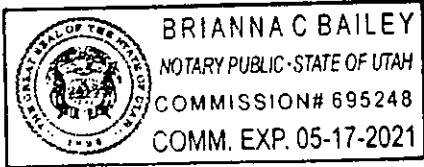
Scott Smithson  
\_\_\_\_\_  
Print Name / Title

State of Utah )  
County of Utah )

On Nov. 17, 2017 personally appeared before me (print name of executor(s) below),

Scott Smithson

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



Brianna Bailey  
Notary Public Signature

Brianna Bailey  
Print Name of Notary

## Att 6

**WATER TRANSFER AGREEMENT**

This Water Transfer Agreement (“**Agreement**”) is entered into as of the \_\_\_\_ day of October, 2017 (“**Effective Date**”), by and between ARIA RETIREMENT AND INVESTMENT SERVICES, LLC, a Utah limited liability company (“**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 No(s). 13-068-0008, 13-069-0009, 13-069-0013, 13-068-0009, and 13-069-0006 (“**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 December 12, 2017. 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, are identified as follows: Water Right numbers 55-1566, 55-3449, 55-3508, 55-3509, 55-3576, and 55-12526 (“**Committed Water**”).

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. If the Change Application is not approved or if the City's water attorneys determine all or a portion of the Committed Water is not suitable for dedication, then the City will release the commitment (provided in paragraph 2 above).

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 from First American Title Insurance Company. 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 First American 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

[OWNER]

J.H. Hatfield  
Mayor

[Signature]

Attest Terilyn Lurker  
City Recorder

STATE OF UTAH )  
 ) :SS  
COUNTY OF Utah )

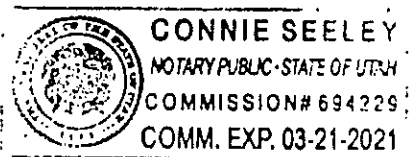
On the 5 day of December, 2017, personally appeared before me J.H. Hatfield and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Transfer Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.

Laurel Jarman Allman  
NOTARY PUBLIC

STATE OF UTAH )  
 ) :SS  
COUNTY OF Utah )



On the 17 day of October, 2017, Scott Smithson personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



Connie Seeley  
NOTARY PUBLIC

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

**DRAINAGE EASEMENT**  
**(Dixie Fenn American Fork Plat A Annexation)**

The undersigned, **Aria Retirement Investments, LLC**, Grantor(s) of \_\_\_\_\_, Utah, hereby grants to: **AMERICAN FORK CITY**, Grantee(s) of Utah County, Utah, the following described TRAIL AND DRAINAGE EASEMENT to construct, maintain, operate, repair, inspect and protect a utility easement through the GRANTOR's property for such operations for the public good, said easement shall also be for public trail activities, said TRAIL AND DRAINAGE EASEMENT situated in Utah County, State of Utah:

Beginning at a point that is N 89°50'11" E 1096.33 feet along the section line and South 868.18 feet from the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

Thence North 89°41'00" West 717.09 feet; Thence South 01°10'00" West 2132.59 feet; Thence South 68°52'00" East 15.96 feet; Thence North 01°10'00" East 2123.26 feet; Thence South 89°41'00" East 702.31 feet; Thence North 01°19'00" East 15.00 feet to the point of beginning. Contains 42,566 sf (0.98 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 2017 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 11/17, 2017.

*[Handwritten Signature]*

GRANTOR: Authorized Signature

Scott Smithson / Manager  
Print Name / Title

State of Utah )  
County of Utah )

On NOV 17, 2017 personally appeared before me (print name of executor(s) below),

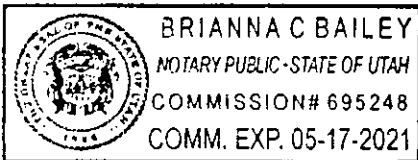
Scott Smithson

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

*[Handwritten Signature]*

Notary Public Signature

Brianna Bailey  
Print Name of Notary



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

**WARRANTY DEED**  
**(Vineyard Connector)**

**Aria Retirement Investments, LLC**, Grantor(s) of \_\_\_\_\_ 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 89°50'11" E 1727.44 feet along the section line and South 142.19 feet from the Northwest corner of Section 27, Township 5 South, Range 1 East, Salt Lake Base & Meridian.

Thence South 65°08'00" East 1555.34 feet; Thence South 01°11'10" West 218.39 feet; Thence North 65°08'00" West 1550.96 feet; Thence North 01°01'01" East 218.67 feet to the point of beginning. Contains 310,272 sf (7.12 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 2017 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 11/17, 2017.

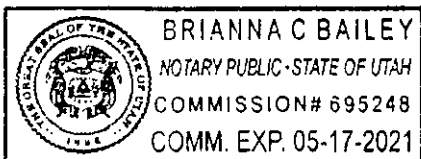
[Signature]  
Authorized Signature

Scott Smithson / Manager  
Print Name / Title

State of Utah )  
County of Utah )

On NOV. 17, 2017 personally appeared before me (print name of executor(s) below).

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



[Signature]  
Notary Public Signature

Brianna Bailey  
Print Name of Notary