

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. 2018-11-51
7750 NORTH ANNEXATION (900 WEST 200 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the TOD (Transit Oriented Development) Zone and subject to the terms and conditions of the 7750 North 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 13 day of November, 2018.


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 13 day of November, 2018.


Terilyn Lurker, City Recorder



SURVEYOR'S CERTIFICATE

I, KEVIN S BISHOP, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6508652 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 INTO THE CITY OF AMERICAN FORK, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED N00°11'20"E 1072.45 FEET ALONG THE SECTION LINE AND EAST 2145.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M; THENCE S00°20'20"W 1047.96 FEET, THENCE SOUTH 119.27 FEET, THENCE S89°21'02"E 511.17 FEET TO THE HOLLINDRAKE AND BIRD AMERICAN FORK CITY ANNEXATION, THENCE ALONG SAID ANNEXATION S89°32'52"E 143.74 FEET TO THE BRAD REYNOLDS AMERICAN FORK CITY ANNEXATION, THENCE ALONG SAID ANNEXATION N02°24'06"E 1132.28 FEET TO THE SOUTH LINE OF THE AF FRONTRUNNER ANNEXATION, THENCE ALONG SAID ANNEXATION N02°23'38"E 12.71 FEET, THENCE ALONG SAID ANNEXATION N89°14'24"W 239.63 FEET, THENCE NORTH 27.24 FEET ALONG SAID ANNEXATION, THENCE LEAVING THE CURRENT MUNICIPAL BOUNDARY WEST 457.04 FEET TO THE POINT OF BEGINNING. AREA OF ABOVE DESCRIBED TRACT CONTAINS 18.033 ACRES.

BASIS OF BEARINGS IS THE NAD 27 BEARING OF N00°11'20"E ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 22 TO THE NORTHWEST CORNER OF SECTION 22.

Kevin S Bishop
SURVEYOR

SEPTEMBER 29, 2018
DATE



SURVEYOR'S SEAL

APPROVAL BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT 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 EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND SO 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 HERE AFTER AS THE 7750 NORTH ANNEXATION.

12

November

Attachment "B"

ANNEXATION AGREEMENT (7750 North Annexation)

This Agreement, made and entered into this __ day of _____ 2017, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and AF Utah LLC, (hereafter 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 7750 North Annexation, identified on Attachment 1, which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of the City, and which constitute all of the lands requesting annexation to the City under the 7750 North Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the 7750 North Annexation, together with a map showing the area included within the annexation (hereafter referred to as "Annexation Area") has been submitted to the City. A copy of the *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 2) and the appurtenant annexation plat (Attachment 1) 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. 2017-06-24R 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 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, following approval of this Agreement by the City Council and execution by all parties, and (2) authorize the recording of the annexation plat 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 1 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 1. Attachment 1 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 annexation as set forth in this Agreement and the conditions of development as set forth under the terms of the City's Development Code, Sensitive Lands Ordinance 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 Applicant. Applicant hereby affirms that it is the current sole owner of the parcels and has complete authority to enter into this Agreement and to bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification. The Land Use Element of the General Plan for the area shows the parcels located in the future Transit Oriented Development classification. The primary purpose of this annexation is to allow the parcel to be located within the municipal boundary of the City of American Fork and that no immediate development of the property is proposed at the current time. Accordingly, the City has determined that the initial zone classification to be the TOD, Transit Oriented Development Zone.

SECTION 5 – Property Taxes and Rollback Taxes to be Paid. Applicant agrees to pay any outstanding property taxes on the parcels which are proposed for right-of-way dedication; including any and all rollback taxes if the subject parcels are classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

SECTION 6 - Conveyance of Water Right: City agrees to allow a delay in the actual conveyance of water right until the time of development. A water dedication agreement shall be enacted by the Applicants, requiring water dedication at the time of development. This agreement is included as Attachment 5.

SECTION 7 - 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 connection to the City water and/or sewer systems or future 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 9 - Street Rights-of-way to be Conveyed. The City's Major Street Plan provides for the development of 200 South Street as a Major Collector Road and the development of various internal streets within the TOD area. As a condition of annexation, Applicant hereby agrees to convey to City the rights-of-way as necessary for the widening of 200 South Street and for the internal TOD streets as shown on the street dedication map (Attachment 3). Applicant shall have no obligation to construct any street right-of-way improvements unless and until any improvement or development occurs on the parcels, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Further, a copy of the deeds conveying title to the areas required for 200 South widening and various internal TOD streets are attached hereto (Attachment 4) and City hereby acknowledges receipt of the executed originals.

SECTION 10 - 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.

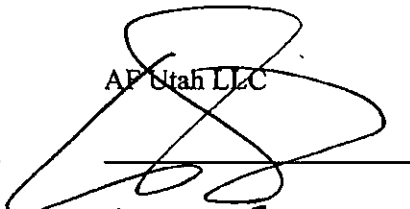
SECTION 11 - Notice. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to AF Utah LLC, C/O GMC Property Management, 4821 Atlantic Blvd. Jacksonville, FL 32207.

SECTION 12 - 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.

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

AF Utah LLC



Chris Simon
Maverick

AMERICAN FORK CITY

Mayor

ATTEST:

City Recorder

SECTION 9 - Street Rights-of-way to be Conveyed. The City's Major Street Plan provides for the development of 200 South Street as a Major Collector Road and the development of various internal streets within the TOD area. As a condition of annexation, Applicant hereby agrees to convey to City the rights-of-way as necessary for the widening of 200 South Street and for the internal TOD streets as shown on the street dedication map (Attachment 3). Applicant shall have no obligation to construct any street right-of-way improvements unless and until any improvement or development occurs on the parcels, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Further, a copy of the deeds conveying title to the areas required for 200 South widening and various internal TOD streets are attached hereto (Attachment 4) and City hereby acknowledges receipt of the executed originals.

SECTION 10 - 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.

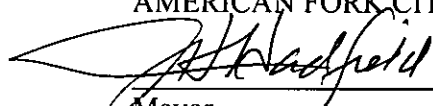
SECTION 11 - Notice. Any Notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to AF Utah LLC, C/O GMC Property Management, 4821 Atlantic Blvd. Jacksonville, FL 32207.

SECTION 12 - 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.


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

AF Utah LLC,

AMERICAN FORK CITY


Mayor



ATTEST:


City Recorder

LIST OF ATTACHMENTS

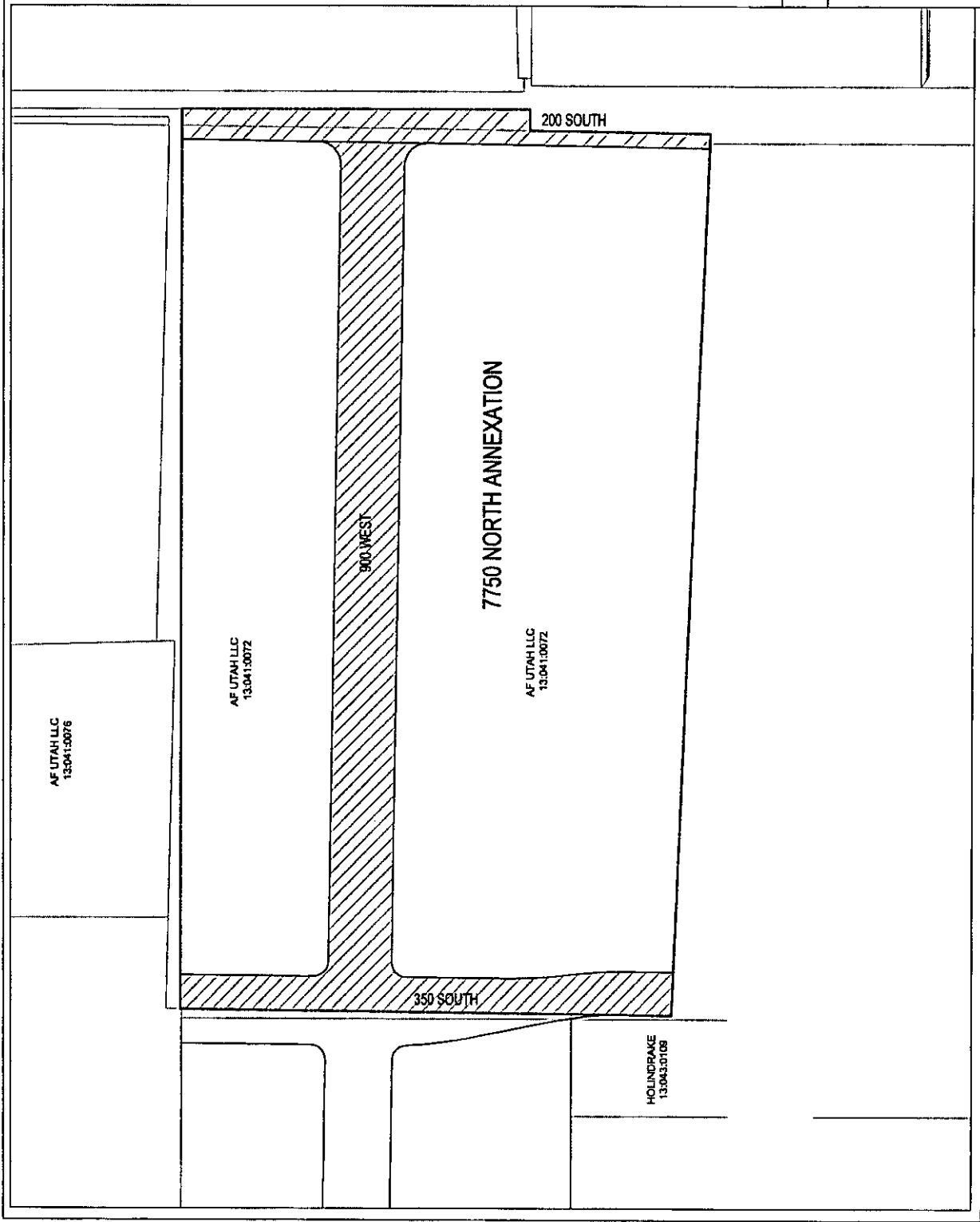
- Attachment 1** Copy of Annexation Plat.
- Attachment 2** Copy of Request to Initiate Annexation.
- Attachment 3** Street Dedication Map (TO BE PROVIDED BY ENGINEERING)
- Attachment 4** Right-of-Way Conveyance Deeds (TO BE PROVIDED BY APPLICANT)
- Attachment 5** Water Dedication Agreement (TO BE PROVIDED BY APPLICANT)



ROAD DEDICATIONS

7750 NORTH ANNEXATION

ATTACHMENT 3



QUIT CLAIM DEED

(200 SOUTH)
Utah County

Affecting Tax ID Nos: 13:041:0072;
13:041:0047

Project: 7750 North Annexation

AF UTAH LLC, a corporation of the State of Utah as Grantor, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of ten (10) Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

A parcel of land for the widening of the existing 200 North road, situate in Northwest $\frac{1}{4}$ and Northeast $\frac{1}{4}$ of Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North $00^{\circ}11'20''$ East 1072.45 feet and East 2139.00 feet from the West Quarter corner said Section 22; and running:

thence East 463.24 feet; thence South 27.24 feet; thence South $89^{\circ}14'24''$ East 239.63 feet; thence South $02^{\circ}23'38''$ West 12.71 feet; thence South $02^{\circ}24'06''$ West 6.32 feet; thence North $89^{\circ}08'40''$ West 702.13 feet; thence North 38.95 feet to the point of beginning.

The above described parcel contains 24,149 square feet in area or 0.554 acres.
(Note: All bearings in the above description are based on the NAD 27 bearing of N $00^{\circ}11'20''$ E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

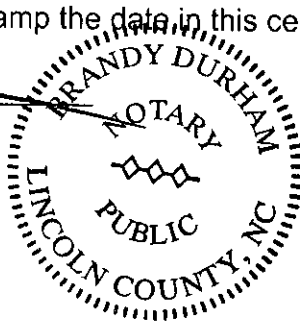
IN WITNESS WHEREOF, said AF UTAH LLC, a corporation of the State of Utah has caused this instrument to be executed by its proper officers thereunto duly authorized, this 4th day of December, A.D. 2019.

Christopher Simms
Type or print name of grantor

STATE OF NC)
) ss.
COUNTY OF Lincoln)

On the date first above written personally appeared before me, Christopher Simms, who, being by me duly sworn, says that he is the Managing Member of AF Utah, LLC, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

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



WARRANTY DEED
(900 WEST / 350 SOUTH)
Utah County

Affecting Tax ID No: 13:041:0072
Project: 7750 North Annexation

AF UTAH LLC, a corporation of the State of Utah, as Grantor, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of ten (10) Dollars, and other good and valuable considerations, the following described parcel of land, as a Public Right-of-Way, in Utah County, State of Utah, to-wit:

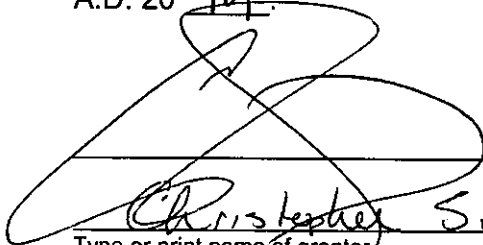
A parcel of land for the dedication of future 900 West and 350 South road, situate in Section 22, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point which is North 00°10'41" East 1030.82 feet along the section line and East 2318.21 feet from the West Quarter corner said Section 22; and running:

thence South 89°08'40" East 144.00 feet; thence along the arc of a non-tangent 30.00 foot radius curve to the left a distance of 46.66 feet (curve having a central angle of 89°07'22" and a long chord bearing S45°48'43"W 42.46 feet); thence South 00°46'05" West 1031.88 feet; thence along the arc of a 20.00 foot radius curve to the left a distance of 31.47 feet (curve having a central angle of 90°09'36" and a long chord bearing S44°18'43"E 28.32 feet); thence South 89°23'31" East 139.42 feet; thence along the arc of a 447.00 foot radius curve to the left distance of 54.59 feet (curve having a central angle of 06°59'51" and a long chord bearing N87°06'34"E 54.56 feet); thence North 83°36'38" East 33.48 feet; thence along the arc of a 503.00 foot radius curve to the right distance of 60.65 feet (curve having a central angle of 06°54'29" and a long chord bearing N87°03'53"E 60.61 feet); thence South 89°28'52" East 71.34 feet; thence South 02°24'06" West 56.03 feet; thence South 89°45'50" West 0.89 feet; thence North 89°32'52" West 144.39 feet; thence North 89°22'15" West 529.47 feet; thence North 01°17'45" East 44.98 feet; thence South 89°23'31" East 193.03 feet; thence along the arc of a 20.00 foot radius curve to the left a distance of 31.36 feet (curve having a central angle of 89°50'24" and a long chord bearing N45°41'17"E 28.24 feet); thence North 00°46'05" East 1032.42 feet; thence along the arc of a 30.00 foot radius curve to the left a distance of 47.58 feet (curve having a central angle of 90°52'38" and a long chord bearing N44°11'17"W 42.39 feet) to the point of beginning.

The above described parcel contains 123,615 square feet in area or 2.84 acres.
(Note: All bearings in the above description are based on the NAD 27 bearing of N 00°10'41" E along the section line from the West Quarter Corner of Section 22, Township 5 South, Range 1 East to the Northwest Corner of said Section 22.)

IN WITNESS WHEREOF, said AF UTAH LLC, a corporation of the State of Utah has caused this instrument to be executed by its proper officers thereunto duly authorized, this 23rd day of January, A.D. 20 19.



Christopher Simms
Type or print name of grantor

STATE OF NC)
COUNTY OF LINCOLN) ss.

On the date first above written personally appeared before me, Christopher Simms, who, being by me duly sworn, says that he is the Manager of AF Utah LLC, a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____ and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:
Daniella Dickson
Notary Public



WATER TRANSFER AGREEMENT

This Water Transfer Agreement ("Agreement") is entered into as of the 31 day of January, 2018 ("Effective Date"), by and between AF Utah, LLC ("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) _____ ("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 ("Committed Water") that may be conveyed to the City, shall be identified by the Owner and Approved by the City, at its sole discretion, prior to conveyance to the City.

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 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

[Signature]
Mayor

Attest [Signature]
City Recorder

STATE OF UTAH)
) :SS
COUNTY OF Utah)

On the 14 day of November, 20 , personally appeared before me Brad Frost and Terlyn Larker, 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.

[Signature]
NOTARY PUBLIC

[OWNER]

[Signature]



STATE OF UTAH)
) :SS
COUNTY OF Utah)

On the 01 day of January, 2019, Christopher Simms personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



[Signature]
NOTARY PUBLIC

AF Utah, LLC Parcel Ownership

130410081
130410079
130410078
130410076
130410072
130410047
130410011
130410073