

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. 2015-10-71  
PULLEY ANNEXATION (200 SOUTH 800 WEST)  
SEE ATTACHMENT 'A'

ENT 1073:2016 PG 1 of 25  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
Jan 06 12:32 pm FEE 0.00 BY SW  
RECORDED FOR AMERICAN FORK CITY

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-20,000 RESIDENTIAL ZONE, PF PUBLIC FACILITIES ZONE AND THE M-1 MARINA ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE PULLEY 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 27 DAY OF OCTOBER, 2015.

  
JAMES H. HADEIELD, MAYOR



ATTEST:

STATE OF UTAH  
COUNTY OF UTAH

I, RICHARD M. COLBORN, 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 27 DAY OF OCTOBER, 2015.

  
RICHARD M. COLBORN, RECORDER

ATTACHMENT 'A'

SURVEYOR'S CERTIFICATE

I 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.

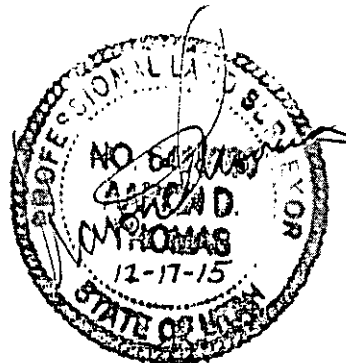
BOUNDARY DESCRIPTION

BEGINNING AT A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION SAID POINT BEING SOUTH 1603.92 FEET AND EAST 453.45 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

RUNNING THENCE ALONG SAID ANNEXATION LINE EAST 659.82 FEET; THENCE SOUTH 356.15 FEET; THENCE EAST 656.01 FEET; THENCE S 00°52'49" W 341.78 FEET; THENCE N 88°29'26" E 15.19 FEET; THENCE SOUTH 1793.69 FEET; THENCE N 89°17'16" W 12.87 FEET; THENCE SOUTH 520.39 FEET; THENCE S 46°41'58" W 471.11 FEET; THENCE WEST 332.10 FEET; THENCE NORTH 1011.45 FEET; THENCE WEST 632.41 FEET TO A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION; THENCE ALONG SAID ANNEXATION LINE NORTH 1646.56 FEET; THENCE WEST 5.52 FEET; THENCE NORTH 676.50 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING 79.40 ACRES.  
BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

*David Thomas*  
SURVEYOR



DEC. 17, 2015  
DATE

# ATTACHMENT "B"

ENT 1073:2016 PG 3 of 25

## ANNEXATION AGREEMENT (Pulley Annexation Plat A)

This Agreement, made and entered into this 28 day of October 2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Mary Mel Land and Livestock, 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 Pulley Annexation Plat A, identified on Attachment 1 as the "Annexation Plat", which parcels are 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 Pulley Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Pulley Annexation Plat A together with a map showing the area included (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 2) and the appurtenant annexation plat for the annexation (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. 2014-07-30R indicating its intent to annex the Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. Timpanogos Special Service District wishes to withdraw from the annexation and the annexation plat shall be amended to reflect as such. No other 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, 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 1 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 1.

**SECTION 2 - Annexation a benefit to Applicant.** Applicant and City acknowledge that the City is not required to approve the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, 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 sole owner of the annexation 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 Classification.** The Land Use Element of the General Plan for the area shows the annexation parcels within the "Very Low Density Residential" designation. Applicant intends to proceed concurrently with a request to amend the Land Use Map on a portion designated as "Very Low Density"; requesting an amendment to the "Design Commercial" designation. Applicant has proposed to develop the parcels as a residential development project and planned commercial project in accordance with the terms of the zone requirements applicable to the Land Use Map designations. Accordingly, the City has determined that the initial zone classifications be the R-1-20,000 Zone, M-1 (Marina) Zone and PF (Public Facilities) Zone. A map of the intended zone classifications is attached and made part of this agreement (Attachment 3).

**SECTION 5 – Annexation Concept Plan.** Applicant has submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as: (1) a single-family development consisting of detached homes, (2) a planned commercial development parcel, (3) a city park area, and (4) UDOT properties which will house the future Vineyard Connector. The proposed uses and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-20,000 Zone, M-1 Zone and PF Zone. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

**SECTION 6 - Utility, Right-of-Way and Fill Easements to be Conveyed.** The Annexation Area includes portions of 100 West, 1100 South, and 1500 South which are essential to proper vehicular travel. 100 West, 1100 South and 1500 South are all classified as “Major Collectors” in the City’s Transportation Element of the General Plan. In addition, the Bike and Pedestrian Master Plan identifies a bike lane corridor and Shared Use path adjacent to the river along the east side 100 West, a buffered bike lane and Side-Path along 1100 South and a bike lane along 1500 South. Attachment 5 shows the locations of the utility, right-of-way and fill easements to be conveyed. As a condition of annexation, the Applicant agrees to convey or cause to be conveyed to the City, without cost, those portions of the Annexation Area intended for utility, right-of-way (including bike lane, side-path and shared use path areas) and fill easements as set forth on Attachment 5. Copies of the description documents conveying said areas to the City is attached hereto (Attachment 6) and the City acknowledges receipt of the executed originals. City agrees to allow a delay in the construction of the widening of 100 West, 1100 South and 1500 South streets until the time of development of the annexation parcels.

**SECTION 7 - Vineyard Connector.** UDOT has purchased property within the Annexation Area for the future Vineyard Connector. The City acknowledges that the Vineyard Connector is to be constructed by UDOT and that no conveyance of right of-way for that road is required as a condition of annexation. The City acknowledges that it has been notified by UDOT that the Vineyard Connector is a priority corridor. This notification requires the City to provide UDOT a 45 day written notice prior to formalizing any action within or affecting the intended right-of-way corridor. Pursuant to this notification, the City has provided UDOT with notification of pending annexation. UDOT has responded that it is not in opposition to the annexation.

**SECTION 8 - 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 within the area designated as “City Park” south of the defined right of way for the Vineyard Connector TDR-S (Transfer of Development Rights Overlay Zone - Sending 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 two dwelling units per acre, as designated by the City’s Land Use Plan. City agrees to allow use of the Dwelling Unit Credit on any of the Parcels located within the Annexation Area lying outside of the areas labeled as “City Park” or “UDOT” on Attachment 3, subject to the applicable terms of Section 17.4.605 (Transfer of Development Rights Overlay Zone) and to designate the areas in which the Dwelling Credits are applied as a TDR-Receiving Zone (TDR-R).

**SECTION 9 - Conveyance of Water Right.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated a willingness to meet any additional water conveyance requirements. Based on the current City water conveyance policies and initial zone classification, it is estimated that the amount of water right required will be approximately 79.1 acre feet for the residential portion of the development. Water rights

conveyance for the commercial portion will be calculated at the time of development. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

**SECTION 10 - Geotechnical and Wetland Delineation required.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land primarily as a residential project, with a smaller commercial component in the southwest corner. 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 developmental plan submittal. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural condition identified in the geotechnical report and as set forth in the criteria for development as set forth in the Sensitive Lands Ordinance.

**SECTION 11 – Property Taxes and Rollback Taxes to be Paid.** Applicant agrees to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject Annexation Area is 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 12 - 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 13 - 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 14 - 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 Mary Mel Land and Livestock, LLC., 506 South 100 West, American Fork City, Utah 84003.

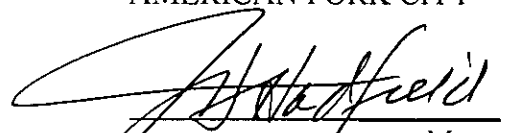
**SECTION 15 - Entire Agreement.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys 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.

MARY MEL LAND AND LIVESTOCK, LLC.


  
 \_\_\_\_\_  
 mgr

AMERICAN FORK CITY

  
 \_\_\_\_\_  
 Mayor




ATTEST:

  
 \_\_\_\_\_  
 City Recorder

**CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES**

Andy Spencer, City Engineer

  
 \_\_\_\_\_

Adam Olsen, Senior Planner

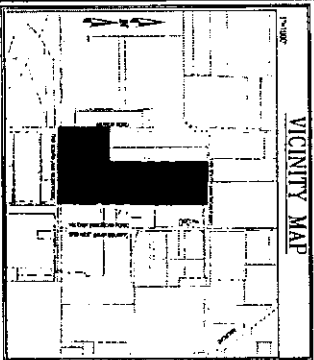
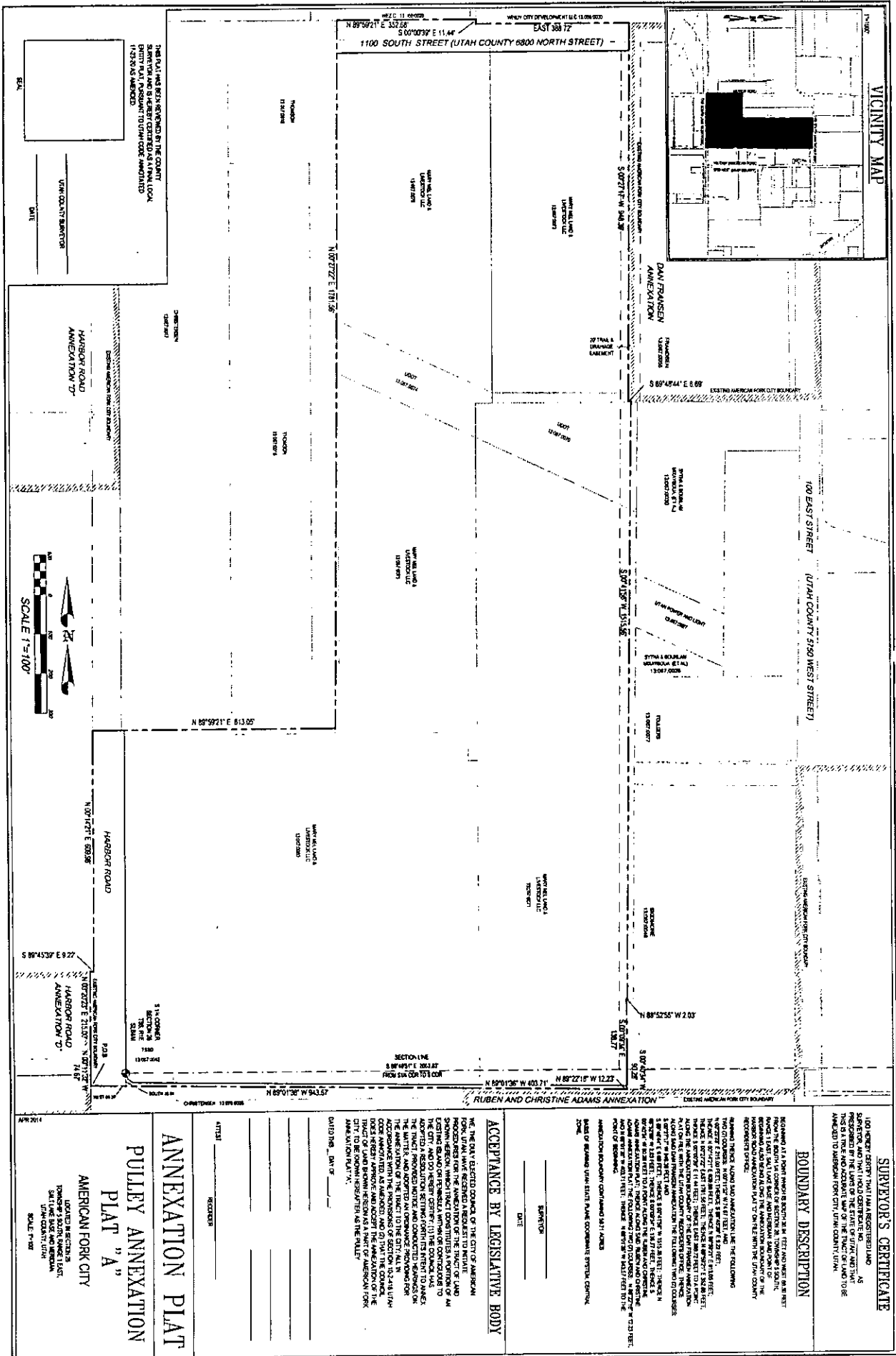
  
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**LIST OF ATTACHMENTS**

- Attachment 1** Copy of Annexation Plat
- Attachment 2** Copy of Request to Initiate Annexation
- Attachment 3** Zone Classification Map
- Attachment 4** Annexation Concept Plan
- Attachment 5** Location of Utility, Right-of-Way, Trail and Fill Easements
- Attachment 6** Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 100 East, 1100 South and 1500 South



ATTACHMENT 1



THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL PLAT IN ACCORDANCE WITH UTAH CODE ANNOTATED.

UTAH COUNTY SURVEYOR  
DATE: \_\_\_\_\_

HARBOR ROAD ANNEXATION 'D'

SECTION 28

SECTION LINE

HARBOR ROAD ANNEXATION 'D'

SECTION 28

SECTION LINE

HARBOR ROAD ANNEXATION 'D'

SECTION 28

SECTION LINE

HARBOR ROAD ANNEXATION 'D'

SECTION 28

SECTION LINE

**ANNEXATION PLAT**  
**PULLEY ANNEXATION**  
**PLAT 'A'**

AMERICAN FORK CITY

LOCAL INSTRUCTIONS:  
FOR MORE INFORMATION CONTACT:  
SURVEYOR, UTAH COUNTY, UTAH  
SCALE: 1\"/>

**BOUNDARY DESCRIPTION**

SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH. THE PLAT SHOWS THE BOUNDARY OF THE ANNEXATION AREA AS DESCRIBED IN THE PLAT. THE BOUNDARY IS DESCRIBED AS FOLLOWS:

THE ANNEXATION AREA IS BOUNDARY BY THE FOLLOWING:

TO THE NORTH BY THE EAST LINE OF SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH, BEARING S 00° 00' 00\"/>

**SURVEYOR'S CERTIFICATE**

I, DAN BROWN, SURVEYOR, DO HEREBY CERTIFY THAT I AM A REGISTERED SURVEYOR IN THE STATE OF UTAH AND THAT I AM THE SURVEYOR OF RECORD FOR THE ANNEXATION AREA DESCRIBED IN THIS PLAT. I HAVE REVIEWED THE PLAT AND THE RECORDS OF THE COUNTY SURVEYOR'S OFFICE AND I HAVE FOUND THE PLAT TO BE CORRECT AND ACCURATE.

DATE: \_\_\_\_\_

DAN BROWN, SURVEYOR

**ACCEPTANCE BY LEGISLATIVE BODY**

THE CITY BOARD OF AMERICAN FORK CITY HAS REVIEWED THIS PLAT AND HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT DESCRIBED HEREIN AND CONNECTED HERETOBY TO THE ANNEXATION OF THE TRACT TO THE CITY, UTAH. THE ANNEXATION OF THE TRACT TO THE CITY, UTAH, IS HEREBY APPROVED AND AGREED TO BY THE BOARD OF AMERICAN FORK CITY. THE BOARD OF AMERICAN FORK CITY HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT DESCRIBED HEREIN AS A PART OF AMERICAN FORK CITY TO BE BROWN HEREBY AS THE WALLY AMERICAN FORK CITY.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

FOR: \_\_\_\_\_

**RUBEN AND CHRISTINE ADAMS ANNEXATION**

SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH. THE PLAT SHOWS THE BOUNDARY OF THE ANNEXATION AREA AS DESCRIBED IN THE PLAT. THE BOUNDARY IS DESCRIBED AS FOLLOWS:

THE ANNEXATION AREA IS BOUNDARY BY THE FOLLOWING:

TO THE NORTH BY THE EAST LINE OF SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH, BEARING S 00° 00' 00\"/>

**ANNEXATION PLAT**

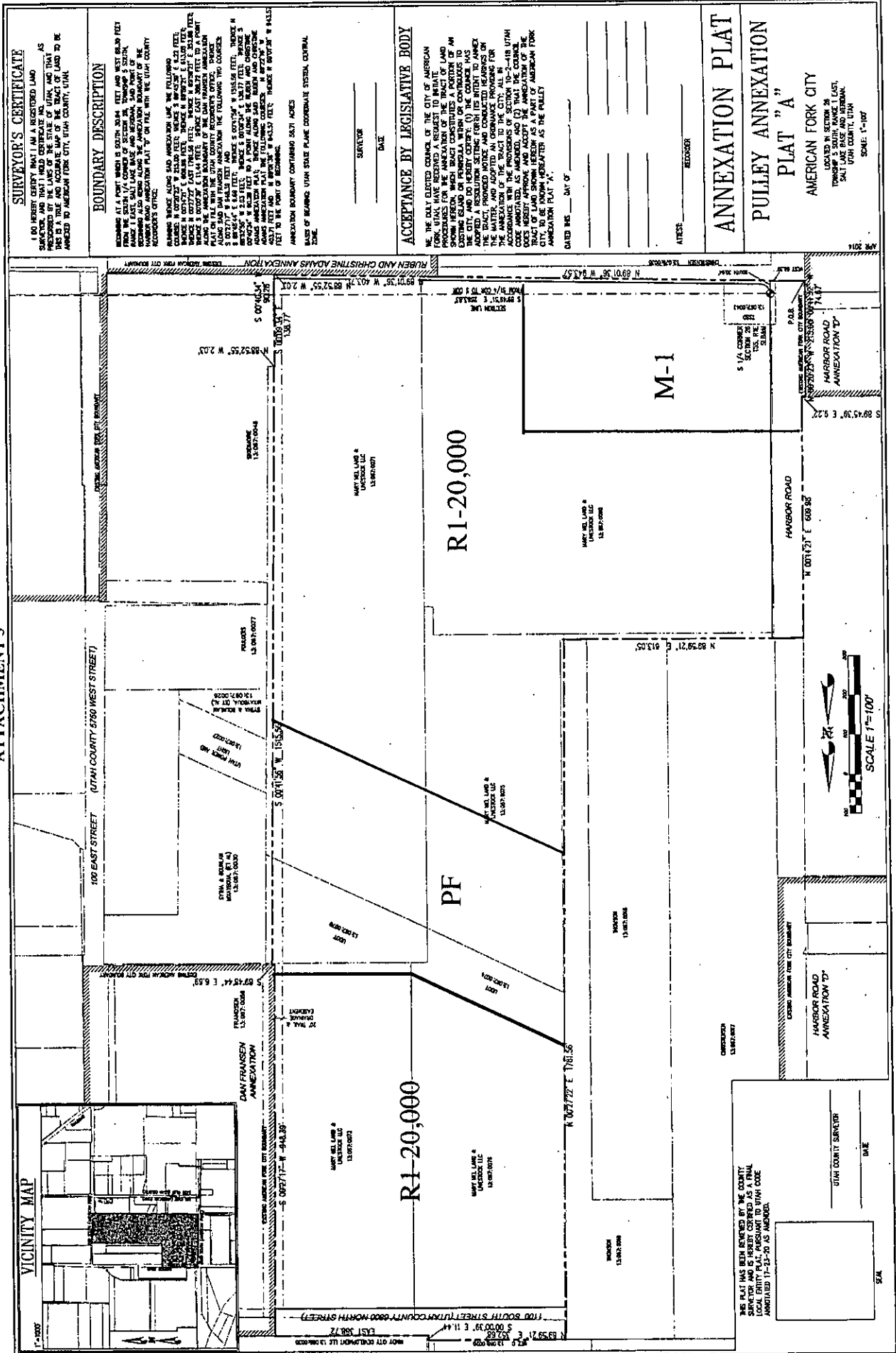
SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH. THE PLAT SHOWS THE BOUNDARY OF THE ANNEXATION AREA AS DESCRIBED IN THE PLAT. THE BOUNDARY IS DESCRIBED AS FOLLOWS:

THE ANNEXATION AREA IS BOUNDARY BY THE FOLLOWING:

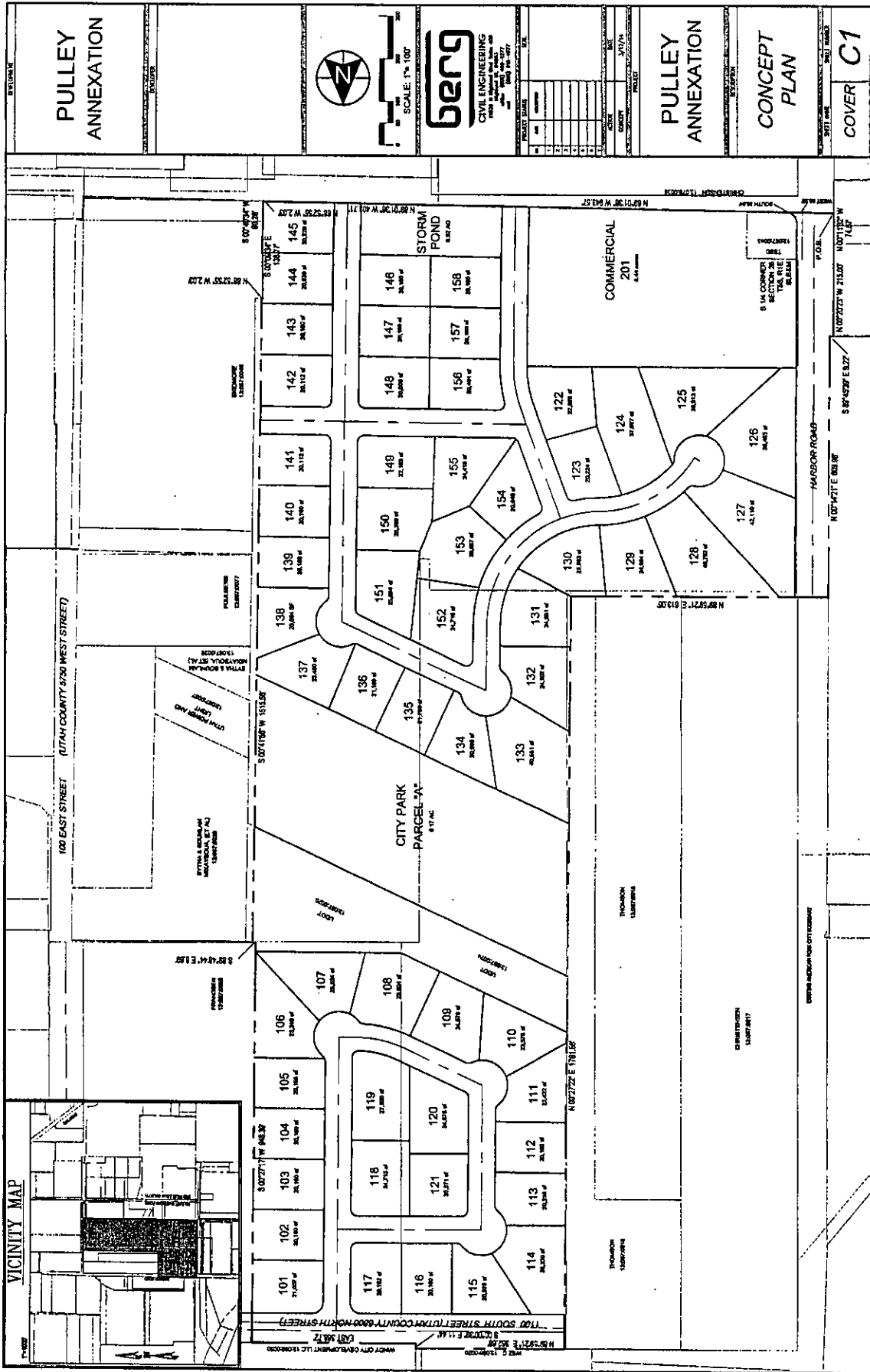
TO THE NORTH BY THE EAST LINE OF SECTION 28, T4N, R10E, S11W, UTAH COUNTY, UTAH, BEARING S 00° 00' 00\"/>



ATTACHMENT 3



ATTACHMENT 4





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

**UTILITY RIGHT-OF-WAY & FILL EASEMENT**  
(1500 South for Pulley Annexation)

The undersigned, **HARBOR VIEW DEVELOPMENT, LLC, SKY HARBOR II, LLC, and NBFF PROPERTY, LLC**, Grantor(s) of Utah County, Utah, hereby grants to: **AMERICAN FORK CITY**, Grantee(s) of Utah County, Utah, the following described **UTILITY RIGHT-OF-WAY & FILL 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 the placement of roadway fill material activities, said **UTILITY RIGHT-OF-WAY & FILL EASEMENT** situated in Utah County, State of Utah:

COMMENCING SOUTH 10.46 FEET AND EAST 118.93 FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°01'36" E 1140.35 FEET; THENCE S 89°22'16" E 12.17 FEET;  
THENCE N 00°40'34"E 10.00 FEET; THENCE N 89°22'16" W 12.15 FEET;  
THENCE N 89°01'36" W 1140.43 FEET; THENCE S 00°19'53" W 10.00 FEET TO THE POINT OF BEGINNING. (AREA 0.265 ACRE)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

*Dan S. Frandsen*  
GRANTOR: Authorized Signature  
**HARBOR VIEW DEVELOPMENT, LLC**  
Dan S. Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July 15, 2015 personally appeared before me (print name of executor(s) below),  
Dan S. Frandsen, manager Harbor View Development LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

*Marnae Ballantyne*  
Notary Public Signature  
Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 27 July, 2015.

Brent L. Skidmore  
GRANTOR: Authorized Signature

**SKY HARBOR II, LLC**

Brent L. Skidmore / mgr.  
Print Name / Title

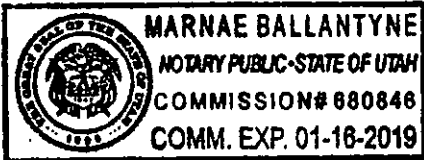
State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Brent L. Skidmore, manager Sky Harbor II, LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 22 July, 2015.

Bruce Frandsen  
GRANTOR: Authorized Signature

**NBFF PROPERTY, LLC**

Bruce Frandsen / manager  
Print Name / Title

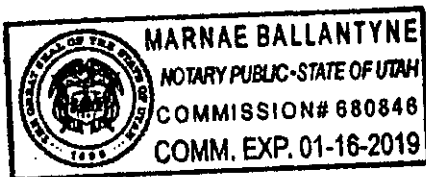
State of Utah )  
County of Utah )

On 22 July, 2015 personally appeared before me (print name of executor(s) below),

Bruce Frandsen, manager, NBFF Property LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 22 July, 2015.

Marsha Skidmore

GRANTOR: Authorized Signature

**SKY HARBOR II, LLC**

Marsha Skidmore - Manager  
Print Name / Title

State of Utah )  
County of Utah )

On 22 July, 2015 personally appeared before me (print name of executor(s) below),

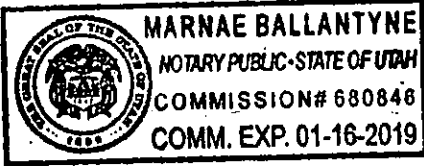
Marsha Skidmore, Manager SKY Harbor II LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

[Signature]

Notary Public Signature

Marnae Ballantyne

Print Name of Notary



WITNESS the hand of said Grantor(s) this 22<sup>nd</sup> July, 2015.

[Signature]

GRANTOR: Authorized Signature

**NBFF PROPERTY, LLC**

Bruce Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On \_\_\_\_\_, 2015 personally appeared before me (print name of executor(s) below),

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

Notary Public Signature

Print Name of Notary



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

**TRAIL EASEMENT**  
(Pulley Annexation – AF River)

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

COMMENCING NORTH 77.18 FEET AND WEST 2.36 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE N 00°01'08" W 69.26 FEET; THENCE N 00°00'39" W 181.15 FEET; THENCE N 89°59'21" E 2.82 FEET; THENCE N 00°00'39" W 541.05 FEET; THENCE N 89°59'21" E 15.57 FEET; THENCE S 00°36'23" W 791.67 FEET; THENCE N 89°01'56" W 9.85 FEET TO THE POINT OF BEGINNING. (AREA 0.222 ACRE.)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 22<sup>nd</sup> July, 2015.

[Signature]  
GRANTOR: Authorized Signature

Bruce Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On 22 July, 2015 personally appeared before me (print name of executor(s) below),  
Bruce Frandsen, manager NBFF Property LLC  
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

Marnae Ballantyne  
Print Name of Notary



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

**TRAIL AND DRAINAGE EASEMENT**  
(Pulley Annexation - North of UDOT Parcels)

The undersigned, **HARBOR VIEW DEVELOPMENT, LLC**, Grantor(s) of Utah County, 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:

COMMENCING NORTH 2560.08 FEET AND EAST 1292.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 00°27'17" W 869.56 FEET; THENCE N 89°32'43" W 20.00 FEET; THENCE N 00°27'17" E 869.37 FEET; THENCE N 89°54'03" E 20.00 FEET TO THE POINT OF BEGINNING.  
(AREA 0.34 ACRE.)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

*Dan S. Frandsen*  
GRANTOR: Authorized Signature

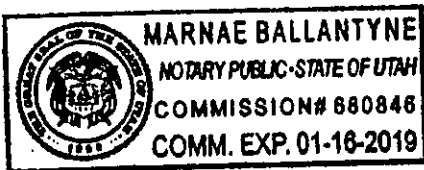
Dan S. Frandsen / manager  
Print Name / Title

State of Utah            )  
County of Utah        )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),  
Dan S. Frandsen, manager Harbor View Development LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

*Marnae Ballantyne*  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



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

**TRAIL AND DRAINAGE EASEMENT**  
(Pulley Annexation – South of UDOT Parcels)

The undersigned, **SKY HARBOR II, LLC**, Grantor(s) of Utah County, 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:

COMMENCING NORTH 1417.38 FEET AND EAST 1288.95 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE S 00°41'56"W 1242.44 FEET; THENCE N 88°52'55" W 2.11 FEET; THENCE S 00°09'34" E 138.77 FEET; THENCE S 00°40'34" W 66.28 FEET; THENCE N 89°22'16" W 12.17 FEET; THENCE N 89°01'36" W 7.18 FEET; THENCE N 00°27'17" E 1459.06 FEET; THENCE S 64°52'15" E 28.09 FEET TO THE POINT OF BEGINNING.  
(AREA 0.745 ACRE.)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

Brent L. Skidmore  
GRANTOR: Authorized Signature

Brent L. Skidmore Manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),  
Brent L. Skidmore, Manager Sky Harbor II LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 27 July, 2015.

Marsha Skidmore

GRANTOR: Authorized Signature

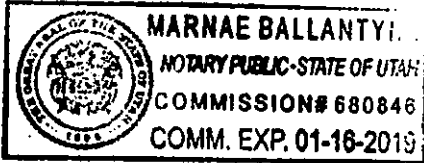
**SKY HARBOR II, LLC**

Marsha Skidmore - manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Marsha Skidmore, manager SKY Harbor II LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.



Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



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

**UTILITY RIGHT-OF-WAY & FILL EASEMENT**  
**(1100 South for Pulley Annexation)**

The undersigned, HARBOR VIEW DEVELOPMENT, LLC, Grantor(s) of Utah County, Utah, hereby grants to: AMERICAN FORK CITY, Grantee(s) of Utah County, Utah, the following described UTILITY RIGHT-OF-WAY & FILL 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 the placement of roadway fill material activities, said UTILITY RIGHT-OF-WAY & FILL EASEMENT situated in Utah County, State of Utah:

COMMENCING NORTH 2558.80 FEET AND EAST 550.99 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N 89°54'03" E 741.50 FEET; THENCE S 00°27'17" W 10.00 FEET; THENCE S 89°54'03"W 741.50 FEET; THENCE N 00°27'22" E 10.00 FEET TO THE POINT OF BEGINNING. (AREA 0.170 ACRE.)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

Dan S. Frandsen  
GRANTOR: Authorized Signature

Dan S. Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Dan S. Frandsen, manager Harbor View Development LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document

Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



ATTACHMENT 6

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

ENT 1073:2016 PG 22 of 25

**WARRANTY DEED**  
**(1100 South for Pulley Annexation)**

**HARBOR VIEW DEVELOPMENT, LLC**, 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:

COMMENCING NORTH 2600.61 FEET AND EAST 551.32 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE S 89°15'45" E 741.47 FEET; THENCE S 00°27'17" W 30.99 FEET;  
THENCE S 89°54'03"W 741.50 FEET; THENCE N 00°27'22" E 41.81 FEET TO THE POINT OF BEGINNING. (AREA 0.62 ACRE.)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

Dan S. Frandsen  
Authorized Signature

Dan S. Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Dan S. Frandsen, manager Harbor View Development LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



ATTACHMENT 6

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

ENT 1073:2016 PG 23 of 25

**WARRANTY DEED**  
(1500 South for Pulley Annexation)

The undersigned, **HARBOR VIEW DEVELOPMENT, LLC, SKY HARBOR II, LLC, and NBFF PROPERTY, LLC**, 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:

COMMENCING SOUTH 34.46 FEET AND EAST 118.79 FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE N 00°19'53" E 24.00 FEET; THENCE S 89°01'36" E 1140.35 FEET; THENCE S 89°22'16" E 12.17 FEET; THENCE S 00°40'34"W 24.00 FEET; THENCE N 89°22'16" W 12.23 FEET; THENCE N 89°01'36" W 1140.15 FEET TO THE POINT OF BEGINNING. (AREA 0.635 ACRE)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

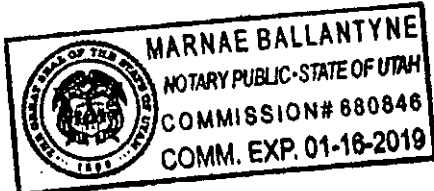
WITNESS the hand of said Grantor(s) this 27 July, 2015.

Dan S. Frandsen  
GRANTOR: Authorized Signature  
**HARBOR VIEW DEVELOPMENT, LLC**  
Dan S. Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),  
Dan S. Frandsen, manager Harbor View Development LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne  
Notary Public Signature  
Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 27 July, 2015.

Brent Skidmore  
GRANTOR: Authorized Signature

SKY HARBOR II, LLC

Brent Skidmore / Manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Brent L. Skidmore, Manager SKY Harbor II LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne

Notary Public Signature

Marnae Ballantyne  
Print Name of Notary



WITNESS the hand of said Grantor(s) this 22<sup>nd</sup> July, 2015.

Bruce Frandsen

GRANTOR: Authorized Signature

NBFF PROPERTY, LLC

Bruce Frandsen / manager  
Print Name / Title

State of Utah )  
County of Utah )

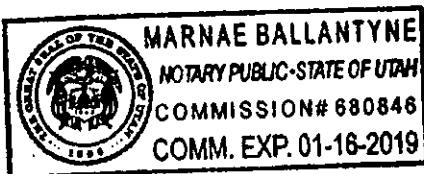
On 22 July, 2015 personally appeared before me (print name of executor(s) below),

Bruce Frandsen, manager NBFF Property LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne

Notary Public Signature

Marnae Ballantyne  
Print Name of Notary





WITNESS the hand of said Grantor(s) this 27 July, 2015.

Marsha Skidmore

GRANTOR: Authorized Signature

**SKY HARBOR II, LLC**

Marsha Skidmore-Manager  
Print Name / Title

State of Utah )  
County of Utah )

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Marsha Skidmore, Manager Sky Harbor II LLC  
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.



Marnae Ballantyne  
Notary Public Signature

Marnae Ballantyne  
Print Name of Notary