

ANNEXATION AGREEMENT FOR THE UTAH WEST ANNEXATION

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into as of December 7, 2021, by and between Utah West, LLC; Palmyra 800, LLC; ACJ Investments, LLC; and Cody B. Smith & Cameron E. Smith ("Owners") and Spanish Fork City ("City"), (individually a "Party" or collectively, the "Parties").

RECITALS

A. WHEREAS Owners have filed a Petition with City (the "Petition"), formally requesting the annexation of approximately 119 acres of property north and south of 5550 South 650 West, Utah County (hereinafter collectively referred to as the "Annexed Area"), which Property is more particularly described in Exhibit A; and

D. WHEREAS, the Parties intend to enter into this Agreement to allow Owners and City to agree on issues such as utilities, public infrastructure, and other development objectives prior to development of the Annexed Area. This process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing City to provide municipal services in a cost-effective and efficient manner and in accordance with the Spanish Fork City General Comprehensive Plan, applicable zoning ordinances, and the Development Standards of City; and

E. WHEREAS, approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances. Owners expressly acknowledge that nothing in this agreement shall be deemed to relieve Owners from the obligation to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereinafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:



SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15) in effect on the date a complete application is properly submitted. Certain other terms and phrases are

referenced below. In the event of a conflict in definitions, that definition that provides the most restrictive development latitude shall prevail.

- 1.1 **Annexed Area** means approximately 119 acres being annexed into Spanish Fork City, known as the Utah West Annexation, defined in Exhibit A.
- 1.2 **Buildout** means the completion of all of the development of the land in the Project Area in accordance with this Agreement.
- 1.3 **City** means Spanish Fork City, Utah. In certain contexts, City may mean a representative authorized by position or the City council to make a decision.
- 1.4 **Construction Standards** means the standards set forth in Spanish Fork City Policy 4, as created by the Public Works Division of the Engineering Department.
- 1.5 **Development Standards** means those the Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code.
- 1.6 **Owners** means Utah West, LLC; Palmyra 800, LLC; ACJ Investments, LLC; and Cody B. Smith, and Cameron E. Smith, and successors. This term also incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.7 **Project Area** means the property within the Annexed Area owned or controlled by Owners, defined in Exhibit A.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of Owners

2.1.1 **Conditions of Approval and Impact Fees.** With respect to the development of the Project Area, Owners accept and agree to comply with the impact, connection, and building fees of the City in effect at the time of assessment. City agrees and represents that any such fee schedule will be applied uniformly within the City or service area of the City, as applicable. Owners acknowledge that the Project requires infrastructure supported by impact fees and finds the fees currently imposed to be a reasonable monetary expression of exactions that would otherwise be required at this time. Owners agree not to challenge, contest or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees are applied uniformly within the City or service area.

2.1.2 **Subsequent Applications Under Future Development Code.** Development Standards existing at the time of each final plat or site plan shall be followed for that plat. In the event an application or plat expires, the version of the Development Standards existing at the time of re-application shall apply.

2.2 General Rights and Responsibilities of the City

2.2.1 **Reserved Legislative Powers.** This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules

regulating development or zoning.

2.2.2 **Compliance with City Requirements and Standards.** Owners expressly acknowledge that nothing in this Agreement shall be deemed to relieve it from its obligations to comply with all applicable requirements of City necessary for approval and recordation of subdivision plats and site plans for the Project Area in effect at the time of development approval, or re-approval in the event of expiration, including the payment of required fees, the approval of subdivision plats and site plans, the approval of building permits and construction permits, and compliance with all applicable ordinances, resolutions, policies and procedures of City.

2.3 **Recording.** City or Owners may cause this Agreement, or a notice concerning this Agreement, to be recorded with the Utah County Recorder.

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Municipal Utilities

3.1.1 Obligations of Owners.

3.1.1.1 **Installation and Design Criteria.** The Annexed Area has inadequate access to the City's road network and inadequate utilities to serve any sort of development. Prior to development within the Annexed Area, certain road improvements and utility improvements will be required. The initial right-of-way (ROW) dedications and improvements, as well as the needed utility infrastructure shall be as determined by the City Engineer at the time an application for development activity is submitted. The City provides the following utilities, which need to be brought to the Project by Owners, at no cost to City: Electric Power, Telecommunications, Culinary Water, Pressurized Irrigation Water, Sewer, and Storm Drain. City also provides fiber internet to properties that request it. Owners shall design, build and dedicate to City adequate delivery systems for each of these utilities according to City specifications and standards including all distribution lines, conduit, street lights, valving, fire hydrants, meters, and other required services to meet the needs for the Project Area. A map illustrating the Owners' obligation to install utilities is attached as **Exhibit B**. Included with the obligations outlined in Exhibit B is the following:

- 1900 North shall be developed as a standard 95-foot right-of-way
- 1150 West shall be developed as a standard 95-foot right-of-way

- 1600 North shall be developed to a minimum 77-foot right-of-way (per Exhibit B)
- Prior to development, dedicate the necessary right-of-way and connect 300 West to 1900 North around the Annexed Area. The initial right-of-way width is negotiable, but a ribbon road is the minimum. The minimum right-of-way width at buildout shall be 95 feet.
- Drinking water, pressurized irrigation, power and sewer shall be sized to accommodate the current projected growth in the Annexed Area.

Improvements shall be upsized at the direction of the City Engineer to meet future needs of City utilities. Reimbursement for upsizing is set forth in the next section, under Obligations of City. All facilities necessary to provide adequate utility services installed by Owners within the Project Area, upon acceptance by the City, shall be owned, operated, and maintained by City, provided that any warranty periods as established by City ordinance or Development Standards shall be the responsibility of Owners. Owners or its successors or assigns shall be responsible for such infrastructure until such time as City accepts the improvements. A pioneering agreement that proportionately attributes expenses shall be permitted under this Agreement.

3.1.1.2. Utility Capacities. Owners acknowledge and understand that City does not reserve utility or other infrastructure (such as streets) capacity until a final plat is submitted and a performance guarantee is provided. Owners agree that they are not vested with utility or infrastructure capacity until a final plat is submitted and a performance guarantee is provided and that City may decline to approve any plat submitted if it determines that capacities do not exist. Owners acknowledge and understand that utility and infrastructure capacity is determined on a first-come-first-served basis, based upon the submission of a final plat.

3.1.1.3 Easements. Owners shall obtain and grant to City, at no cost to City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Project Area as City determines to be necessary to adequately and properly serve the Project Area. Owners may request the City to consider condemnation of easements which they cannot obtain. City retains its discretion to proceed with condemnation or not.

3.1.1.4 Master Plan Utility Infrastructure Sizing. Owners shall

design, build and dedicate to City the utility infrastructure according to utility master plans and City Construction Standards. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer.

3.1.1.5 Satisfaction of Water Rights Requirement. Owners hereby assert that they have read and are familiar with Spanish Fork Municipal Code §15.4.16.080 and hereby agree that prior to either recording of a final plat for, or issuance of a building permit on, any parcel of property that is included in the Project Area, the owner of the subject parcel shall dedicate water rights to City, or otherwise comply with the provisions of the City Code. City shall not be required to approve any plat, or issue any building permit, until such requirements are fully satisfied.

3.1.1.6 Irrigation Companies. Owners shall coordinate with any irrigation companies delivering water to or through the Annexed Area, to assure the delivery of irrigation water to agricultural users is not disrupted during construction or development of the Project Area. Owners shall meet irrigation company standards (so long as they are constitutionally permissible) for the relocation, lining, fencing, or piping of any ditch within the Project Area, or which is impacted by development within the Project Area.

3.1.1.7 SESD. As a condition of approving the annexation, Owners shall be obligated to pay the cost of inventory and facility transfer of South Utah Valley Electric Service District ("SESD") facilities located within the Annexed Area, as such inventory and facilities are described in an agreement between SESD and the City. If the agreement expires before inventory and transfer of SESD facilities is complete, Owners shall be obligated to pay the cost for the inventory and facility transfer pursuant to Utah Code Ann. § 10-2-421 or applicable judicial decree. Owners shall also pay the reimbursement amount of the SESD electrical facilities which may exist in the Annexed Area that are transferred to the City. Alternatively, Owners may pay the adopted rate per SESD customer within the annexation area and new development shall pay the connection fees as adopted at the time of payment.

3.1.1.8 Obligations to Neighboring Property. As a condition of this annexation, if a rail spur is constructed to serve the annexation, Owners shall construct an 8-foot masonry wall to separate the rail spur from property owned by Lynn Ivon and Millie H. Abplanalp (County Parcel

No. 24:048:0049). The 8-foot wall shall be set off the Abplanalp property line by 20 feet into neighboring property. Owners shall convey a 20-foot private access easement to Lynn and Millie Abplanalp to provide a connection to 5500 South (County)/1600 North (City).

3.1.2 Obligations of City.

3.1.2.1 **City Service Obligations.** Upon the dedication and acceptance by City of the utility infrastructure, satisfaction of the water rights requirements (as outlined in section 3.1.1.5), and payment of impact fees, connection fees, and any other applicable fees by Owners, City shall provide all of the Project Area served by such infrastructure with utility service at a level generally provided to other areas of the City.

3.1.2.2 Reimbursement.

A. The cost of the culinary water, pressurized irrigation water, electric power, telecommunications, storm drain, sewer, or streets infrastructure, except as set forth hereafter, shall be borne by Owners without reimbursement. Reimbursement for the costs incurred, above the minimum sizes required by the City Engineer to service the Project Area, for the culinary water lines, pressurized irrigation water lines, storm drain lines and basins, sewer lines, electrical lines and related equipment, and streets shall be made to Owners. The minimum sizes required to service the Project Area will be determined by the City Engineer at the time of final plat approval, when all grades and other factors which affect size are fully known. These reimbursements shall come from impact fees. A separate agreement (e.g., the pioneering agreement) shall be entered when the actual cost of those improvements is known. City has the sole discretion to determine the method and timing of reimbursements from impact fee accounts, which will be detailed in the separate agreement. Reimbursement shall be on a pro-rata basis, based upon the impact fee analysis for the applicable utility, and as determined by the City Engineer.

B. In addition to the reimbursements to be made by reimbursement agreement, as set forth in paragraph A, Owners shall be entitled to pioneering agreements consistent with City's ordinances and policies concerning pioneering agreements.

3.2 Transportation and Pedestrian Improvements

3.2.1 **Owners Obligations.** Owners agree to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by the Project.

3.2.1.1 **Street Dedication and Improvements.** Owners agree to provide dedicated public right-of-way and to improve public streets to serve the Project Area, according to Exhibit B. The exact location shall be designated by the City Engineer. Public streets shall be constructed to and through the parcel being developed, including the required landscaping, as shown in City Construction Standards. Construction of master-planned facilities shall be in accordance with City's Transportation Master Plan. City will reimburse Owners, from Transportation impact fees, the cost difference, except for the land cost dedicated for the street, between the local road standard and the master-planned facility.

3.3 City Obligations.

3.3.1 **Dedication.** City shall accept the dedication and maintenance of all streets, trails and open spaces in the Project Area, so long as such streets, trails, and open spaces are constructed to City specifications and standards, and are dedicated free of all liens and encumbrances, provided that any warranty periods as established by City ordinance or Construction and Development Standards shall be the responsibility of Owners.

SECTION IV. ZONING

4.1 **Initial Zoning Designation.** The initial zoning designation for the Annexation Area shall be set by the City Council as Industrial (I-1), consistent with the City's general plan and in the ordinance approving the annexation. Thereafter, Owners may seek to amend the zoning designation by applying to amend the zoning map by following the established procedure.

SECTION V. GENERAL PROVISIONS

5.1 **Covenants Running with the Land.** The provisions of this Agreement shall constitute real covenants, contract and property rights, and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits hereof shall bind and insure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto. All successors in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title, or which would apply to Owners through whom the interest was acquired. Such titleholder is not a third-party beneficiary of the remainder of this Agreement or to zoning

classifications and benefits relating to other portions of the Project.

5.2 Transfer of Property. Owners shall have the right to assign or transfer all or any portion of its rights and obligations under this Agreement to any party acquiring an interest or estate in the Project or any portion thereof, except as specifically set forth below. In the event of an assignment, the transferee shall succeed to all of Owners' rights and obligations under this Agreement.

5.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project Area is a private development; (ii) City and Owners hereby renounce the existence of any form of agency relationship, joint venture or partnership among City and Owners; and (iii) nothing contained herein shall be construed as creating any such relationship among City and Owners.

5.4 Consent. In the event this Agreement provides for consent from City or Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld or delayed.

5.5 Legal Challenges. In the event that any person challenges this Agreement or the development contemplated herein, other than the Owner(s), Owner(s) agree to accept responsibility for all legal fees, including attorneys' fees, expert witness expenses, and court costs incurred by City in defending this Agreement, upon presentation to Owners of an itemized list of costs, expenses, and fees. City shall not be required to make any reimbursements contemplated herein if the source of impact fee funds for such reimbursements are held invalid, illegal, void, or otherwise unenforceable. If this paragraph is triggered by a lawsuit or administrative action, the Owner(s) shall maintain control of the litigation strategy and shall have the right to bind the parties to any prosecution or settlement of same.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Exhibits and Headings. All Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein. The headings to the various paragraphs and sections are for assistance in locating contract provisions, but are not to be considered part of the contract provisions.

6.2 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive; "may not" is not permissive.

6.3 Severability. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

6.4 Construction. This Agreement has been reviewed and revised by legal counsel for each of the Parties and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 Further Assurances, Documents, and Acts. Each of the Parties agrees to cooperate in good faith with the others, and to execute and deliver such further documents, and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by the Owners to any other party, individual or entity without assigning the rights as well as the obligations under this Agreement. The rights of the City under this Agreement shall not be assigned.

6.7 Governing Law, and Dispute Resolution, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys' fees and costs incurred in said action.

6.7.2 Default Litigation. If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting

Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

6.8 Notices. Any notice or communication required hereunder between the Parties must be in writing, and may be given either personally or by certified mail, return receipt requested. If given by certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the party to whom it is addressed. Any Party hereto may at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses set forth below:

If to City to:

SPANISH FORK CITY
Attn: City Manager
40 S. Main St.
Spanish Fork, Utah 84660

With a copy to:
Spanish Fork City Attorney
789 W. Center Street
Spanish Fork, Utah 84660

If to Owners to:

Utah West, LLC
1201 Dartmouth Dr.
Reno, NV 89509-3299

Palmyra 800, LLC
407 N. Main Street
Springville, UT 84663-1036

ACJ Investments, LLC
407 N. Main Street.
Springville, UT 84663

Cody B. Smith & Cameron E. Smith
534 South 100 East
Salem, UT 84653-9449

6.9 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

- Exhibit A Legal description and map of the Annexed Area
- Exhibit B Owners' Obligation to Install Utilities

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by Spanish Fork City, acting by and through its City Council as of the 7 day of December, 2021.

SPANISH FORK CITY by:



Steve Leifson, Mayor

Attest:

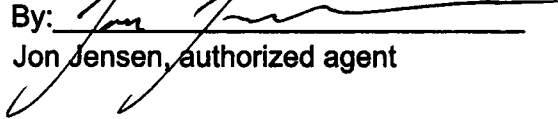


Tara Silver, City Recorder



EXECUTED on this the 22 day of December, 2021.

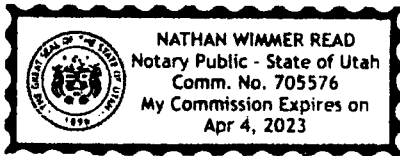
Utah West, LLC
a Utah limited liability company


By: 
Jon Jensen, authorized agent

ACKNOWLEDGMENT

THE STATE OF UTAH }
 }
COUNTY OF UTAH }

The following instrument was acknowledged before me, this 22 day of December, 2021.




Notary Public

EXECUTED on this the 22nd day of December, 2021.

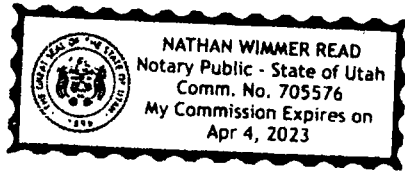
ACJ Investments, LLC
a Utah limited liability company

By: *David Simpson*
David Simpson, authorized agent

ACKNOWLEDGMENT

THE STATE OF UTAH }
 }
COUNTY OF UTAH }

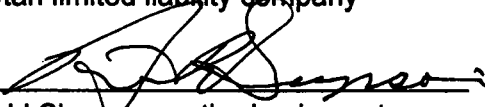
The following instrument was acknowledged before me, this 22 day of December, 2021.



Nathan Wimmer Read
Notary Public

EXECUTED on this the 22nd day of December, 2021.

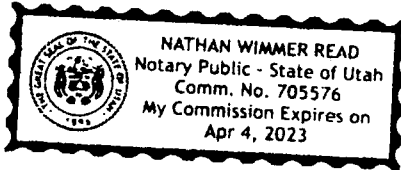
Palmyra 800, LLC
a Utah limited liability company

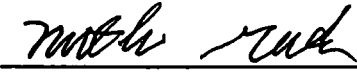
By: 
David Simpson, authorized agent

ACKNOWLEDGMENT

THE STATE OF UTAH }
 }
COUNTY OF UTAH }

The following instrument was acknowledged before me, this 22 day of December, 2021.




Notary Public

EXECUTED on this the 7 day of ~~December, 2021.~~ ^{NR} _{CS.}
January 2022

Cameron E. Smith
an Individual

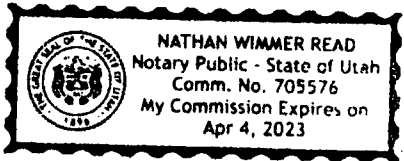
By: Cameron E. Smith
Cameron E. Smith

ACKNOWLEDGMENT

THE STATE OF UTAH }

COUNTY OF UTAH }

The following instrument was acknowledged before me, this 7 day of ~~December, 2021.~~ ^{NR} _{CS.}
January 2022



Nathan Read
Notary Public

EXECUTED on this the 7 day of ~~December, 2021.~~ ^{NR CBS}
~~December, 2021.~~
January 2022

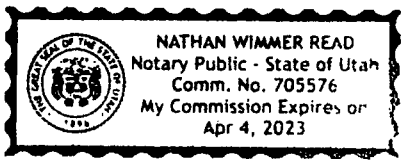
Cody B. Smith
an Individual

By: Cody B Smith
Cody B. Smith

ACKNOWLEDGMENT

THE STATE OF UTAH }
 }
COUNTY OF UTAH }

The following instrument was acknowledged before me, this 7 day of ~~December, 2021.~~ ^{NR CBS}
~~December, 2021.~~
January 2022



Nathan Wimmer Read
Notary Public

EXHIBIT A

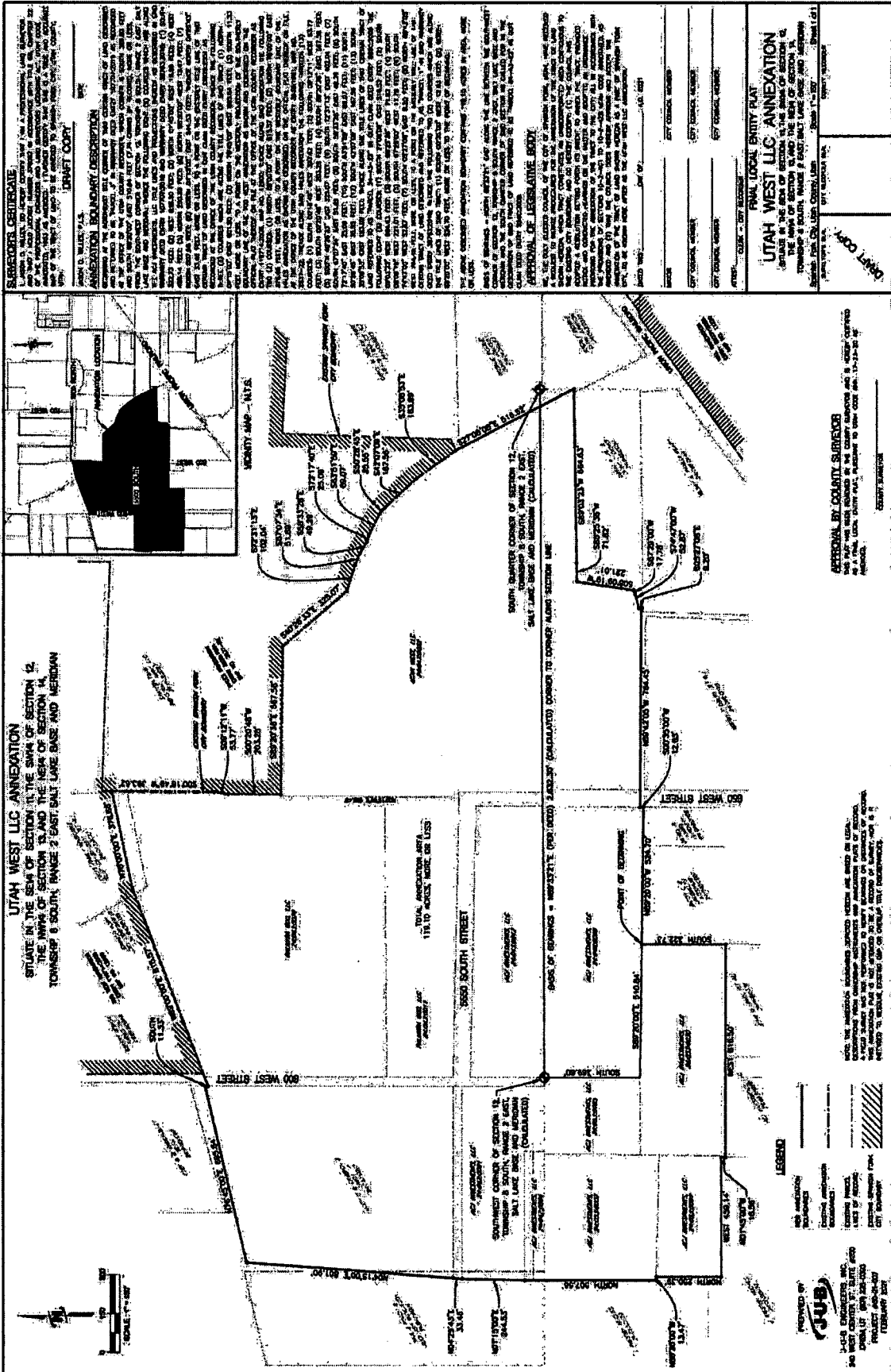
ANNEXED AREA
LEGAL DESCRIPTION AND MAP

UTAH WEST LLC ANNEXATION DESCRIPTION

BEGINNING AT THE NORTHEAST TITLE CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED AND REFERRED TO AS "PARCEL 3" IN WARRANTY DEED ENTRY 107707:2019 AS RECORDED AT THE OFFICE OF THE UTAH COUNTY RECORDER, WHICH CORNER IS SOUTH 369.60 FEET AND SOUTH 89°20'00" EAST 510.84 FEET (7.74 CHAINS BY RECORD), MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING EIGHT (8) COURSES WHICH ARE ALONG THE ACJ INVESTMENTS, LLC TITLE LINES AND PROJECTIONS THEREOF AS DESCRIBED IN SAID WARRANTY DEED ENTRY 107707:2019 AND WARRANTY DEED ENTRY 39763:2018: (1) SOUTH 322.73 FEET; (2) WEST 816.50 FEET; (3) NORTH 01°45'00" WEST 16.56 FEET; (4) WEST 459.14 FEET; (5) NORTH 250.39 FEET; (6) NORTH 88°30'00" WEST 13.47 FEET; (7) NORTH 507.56 FEET; (8) NORTH 01°15'00" EAST 244.53 FEET; THENCE NORTH 04°25'43" EAST 33.46 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY TITLE LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN QUIT CLAIM DEED ENTRY 32925:2001 AS RECORDED AT THE OFFICE OF THE UTAH COUNTY RECORDER; THENCE THE FOLLOWING THREE (3) COURSES WHICH ARE ALONG THE TITLE LINES OF SAID TRACT: (1) NORTH 04°15'00" EAST 801.90 FEET; (2) NORTH 76°45'00" EAST 695.64 FEET; (3) SOUTH 11.33 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY PROJECTION OF THE SOUTHERLY BOUNDARY LINE OF THE 700 WEST ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 119714:2008, MAP NO. 12900; THENCE ALONG SAID ANNEXATION THE FOLLOWING TWO (2) COURSES: (1) NORTH 69°00'00" EAST 815.57 FEET; (2) NORTH 78°00'00" EAST 376.66 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE HALES ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 3638:1981, MAP NO. 2637-22; THENCE ALONG SAID HALES ANNEXATION THE FOLLOWING THIRTEEN (13) COURSES: (1) SOUTH 00°18'49" WEST 393.62 FEET; (2) SOUTH 09°12'11" WEST 53.77 FEET; (3) SOUTH 00°20'48" WEST 203.28 FEET; (4) SOUTH 89°20'38" EAST 567.58 FEET; (5) SOUTH 40°26'33" EAST 325.07 FEET; (6) SOUTH 72°31'13" EAST 102.04 FEET; (7) SOUTH 67°07'34" EAST 51.89 FEET; (8) SOUTH 58°33'28" EAST 49.29 FEET; (9) SOUTH 72°17'40" EAST 25.09 FEET; (10) SOUTH 63°51'59" EAST 89.07 FEET; (11) SOUTH 50°28'45" EAST 35.55 FEET; (12) SOUTH 42°07'09" EAST 167.56 FEET; (13) SOUTH 35°08'53" EAST 183.99 FEET; THENCE ALONG THE TITLE LINES OF THAT CERTAIN TRACT OF LAND REFERRED TO AS "PARCEL 24-43-22" IN QUIT CLAIM DEED ENTRY 5590:2009 THE FOLLOWING EIGHT (8) COURSES: (1) SOUTH 27°08'08" EAST 516.52 FEET; (2) SOUTH 89°03'23" WEST 664.63 FEET; (3) SOUTH 88°25'36" WEST 71.82 FEET; (4) SOUTH 08°09'19" WEST 221.01 FEET; (5) SOUTH 67°29'00" WEST 17.78 FEET; (6) SOUTH 74°47'00" WEST 52.87 FEET; (7) SOUTH 05°27'08" EAST 9.20 FEET; (8) NORTH 89°42'05" WEST 764.45 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY TITLE LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED AND REFERRED TO AS "PARCEL 1" IN SAID WARRANTY DEED ENTRY 39763:2018; THENCE THE FOLLOWING TWO (2) COURSES WHICH ARE ALONG THE TITLE LINES OF SAID TRACT: (1) SOUTH 00°35'00" WEST 12.63 FEET; (2) NORTH 89°20'00" WEST 524.70 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 119.10 ACRES IN AREA, MORE OR LESS.

BASIS OF BEARINGS = NORTH 89°33'21" EAST ALONG THE LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 12, TOWNSHIP 8 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND THE SOUTH QUARTER CORNER OF SAID SECTION AS CALLED FOR IN THE DESCRIPTION OF SAID TRACT OF LAND REFERRED TO AS "PARCEL 24-43-22" IN QUIT CLAIM DEED ENTRY 5590:2009.



SUBMITTER'S CERTIFICATE
 I, the undersigned, certify that the information herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property herein described, and that I have the right to dispose of the same as herein provided.

DESCRIPTION
 The property herein described is situated in the SEAS of SECTION 12, THE AREA OF SECTION 13 AND THE AREA OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.

APPROVAL OF LEGISLATIVE BODY
 I, the undersigned, certify that the information herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property herein described, and that I have the right to dispose of the same as herein provided.

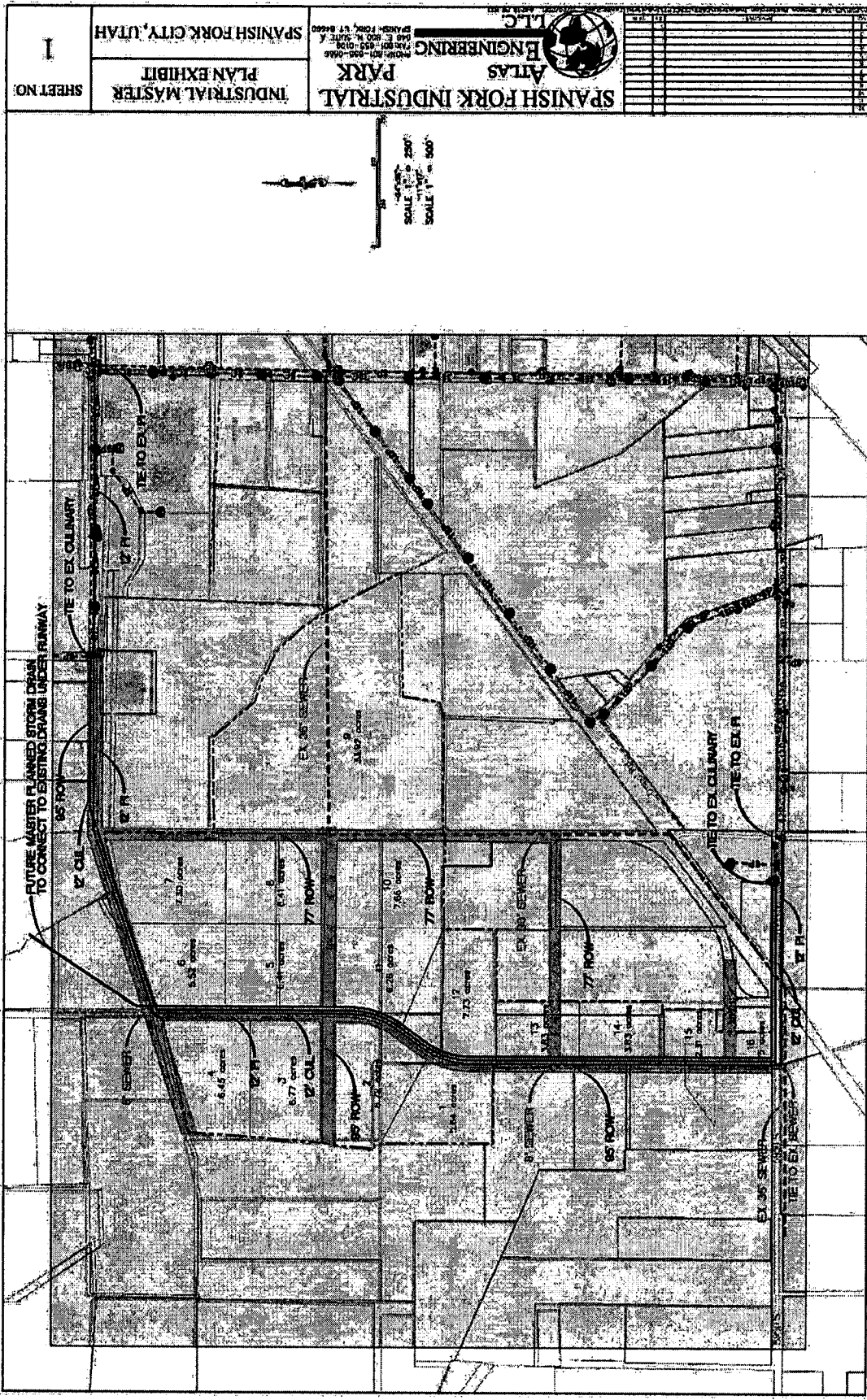
APPROVAL OF COUNTY SHERIFF
 I, the undersigned, certify that the information herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property herein described, and that I have the right to dispose of the same as herein provided.

FINAL LOCAL ENTITY PLAT
UTAH WEST LIC ANNEXATION
 SITUATE IN THE SEAS OF SECTION 12, THE AREA OF SECTION 13 AND THE AREA OF SECTION 14, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN.
 Prepared by: JUP ENGINEERS, INC.
 Date: 11/15/2022

EXHIBIT B
UTILITY AND TRANSPORTATION
OBLIGATIONS

- Loop water through project.
- PI to follow water path.
- Power is on west side of tracks.
- Storm drain planned to flow north under airport to Dry Creek, detain on site and discharge at planned rate - master planned infrastructure reimbursable through impact fees.
- Roads 2 points of access required from 1900 North and 1000 North, connect to Depot Road with a local commercial at a minimum. Traffic study will determine ADT and whether to use access from 650 West or farther west. Traffic study will determine extent of roads, ribbon roads,
- SFCN would follow power, loop from 1000 North to edge of Klune on 1900 North.

See map on next page:



SHEET NO. I	INDUSTRIAL MASTER PLAN EXHIBIT	SPANISH FORK INDUSTRIAL PARK ATTAS ENGINEERING LLC 145 E. 200 N. SUITE A SPANISH FORK, UT 84603 PHONE: 435-438-0100 FAX: 435-438-0101 WWW.ATTAS-ENGINEERING.COM	PROJECT NO. 15711-2022 SHEET NO. 21 OF 21
	SPANISH FORK CITY, UTAH		DATE: 10/10/2022 DRAWN BY: [Name] CHECKED BY: [Name]