

AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE SUBJECT TO ALL OF THE ORDINANCES AND REGULATIONS THEREOF, AND THAT THE DESCRIPTION OF THE BOUNDARIES OF AMERICAN FORK CITY AS SET FORTH IN SECTION 1.12.010 OF THE REVISED ORDINANCES BE AMENDED TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

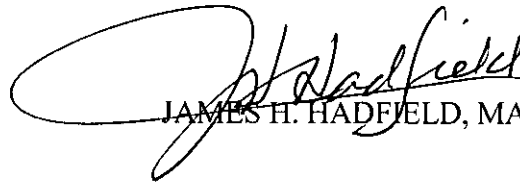


**ORDINANCE NO. 2017-08-44**

MITCHELL MEADOWS ANNEXATION (900 NORTH 900 WEST)  
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-12,000 RESIDENTIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE MITCHELL MEADOWS 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 29 DAY OF AUGUST, 2017.

  
JAMES H. HADFIELD, MAYOR



ATTEST:

STATE OF UTAH  
COUNTY OF UTAH

I, TERILYN LURKER, CITY RECORDER OF AMERICAN FORK CITY, UTAH, DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 29 DAY OF AUGUST, 2017.

  
TERILYN LURKER, CITY RECORDER

**SURVEYOR'S CERTIFICATE**

I, KAREN F. WHITE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD A LICENSE CERTIFICATE NUMBER 191326 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

July 25, 2017  
DATE

Karen F. White  
KAREN F. WHITE (SEE SEAL BELOW)

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT ON THE EXISTING AMERICAN FORK CITY BOUNDARY, SAID POINT BEING NORTH 00°18'00" WEST 779.38 FEET ALONG THE SECTION LINE AND EAST 3.95 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING

THENCE NORTH 00°03'55" WEST 415.77 FEET ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY;  
THENCE NORTH 00°13'50" EAST 371.87 FEET ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY;  
THENCE SOUTH 89°51'02" EAST 452.41 FEET ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY;  
THENCE SOUTH 02°37'21" EAST 798.32 FEET;  
THENCE NORTH 88°42'39" WEST 490.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 373,732 SQUARE FEET OR 8.58 ACRES

THE BASIS OF BEARING IS BETWEEN THE NORTH QUARTER CORNER AND THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, WITH A BEARING OF NORTH 00°0'18" WEST.

**ANNEXATION AGREEMENT  
(Mitchell Meadows Annexation)**

This Agreement, made and entered into this 29 day of August, 2017, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Daniel L. Richards and GAR Medical and Management Inc. (hereafter referred to as "Applicants"), is based on the following:

**RECITALS**

**WHEREAS**, Applicants are the owners of parcels of privately owned real property constituting the entirety of, the Mitchell Meadows Annexation, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" relating to the Mitchell Meadows Annexation (Attachment 1), together with a map showing the area proposed for annexation (hereafter referred to as "Annexation Area"), has been submitted to the City (Attachment 2); and

**WHEREAS**, the area proposed for annexation 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. 2017-04-13R 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.

**WHEREAS**, the City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior execution of this Agreement, 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, 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 Applicants:** Applicants 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, Applicants hereby acknowledge and agree 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 the development as set forth under the terms of the City's Development Code 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 Applicants:** Applicants hereby affirm they are the sole owners of the parcels and have complete authority to enter into this Agreement and bind the property hereto.

**SECTION 4 – Compatibility with Land Use Plan and Initial Zone Classification:** The Land Use Element of the General Plan shows the entire annexation area classified as Low Density Residential. Applicants intend to develop the parcels for residential uses. Therefore, the zone classification attached to the parcels shall be the R-1-12,000 Residential zone. A map illustrating this zone classification is made part of this agreement (Attachment 3).

**SECTION 5 – Annexation Concept Plan:** Applicants have submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as a single-family development consisting of detached homes with a density of approximately 1.2 du/ac. The proposed use, density of development, and other particulars of the proposed development are in general compliance with the terms of the General Plan for the area and the proposed zone classification. 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-1-12,000 zone, respectively. However, Applicants hereby agree 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 - Conveyance of Water Right:** Current city annexation policies require the conveyance of sufficient water rights to meet the needs of the proposed development. The water rights for this annexation have been satisfied in the form of Mitchell Springs Irrigation Company Certificate #53, which was turned in to the City in August of 2016.

**SECTION 7 – Sensitive Lands Overlay:** Applicants acknowledge that all or portions of the Annexation Area may have significant physical limitations for development and lie within the Sensitive Lands Overlay. Prior to approval of any development plan, Applicants agree to provide a geotechnical report and any other such studies as the City deems appropriate to determine the suitability of the Annexation Area for development as shown on the Annexation Concept Plan and may require adjustments to more adequately incorporate impacts relating to natural conditions or any provision of the Sensitive Lands Ordinance which may be applicable to the Annexation Area.

**SECTION 8 – Open Ditches to be Piped:** Applicants acknowledge that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to

the standards of the irrigation company or private ditch easement holders as part of any forthcoming development project.

**SECTION 9 – Property Taxes and Rollback Taxes to be Paid on any Right-of-Way**

**Dedicated to City:** Applicants agree to pay any outstanding property taxes on the Annexation Area; including any and all rollback taxes if the subject area is classified as “Greenbelt” with the Utah County Tax Assessor, for any areas identified as right-of-way to be dedicated to City. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 10 – Impact Fees:** No impact fees are required as a condition of annexation.

However, nothing in this Agreement constitutes a waiver of any obligation that Applicants 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 development of the Annexation Area or any portion thereof. Applicants acknowledge 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 11 – 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 fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

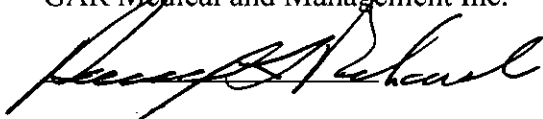
**SECTION 12 – Notice:** Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicants, to Daniel L. Richards, 8966 North 6800 West, American Fork Utah, 84003


**SECTION 13 – Entire Agreement:** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney 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.

GAR Medical and Management Inc.

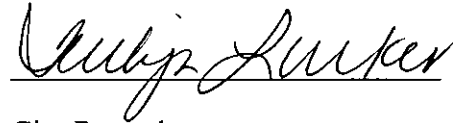


Daniel L. Richards



MAYOR  


ATTEST:



City Recorder



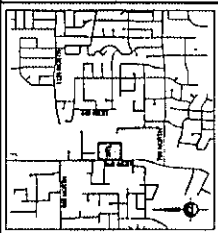
**LIST OF ATTACHMENTS**

- |                     |  |
|---------------------|--|
| <b>Attachment 1</b> | Copy of Request to Initiate Annexation |
| <b>Attachment 2</b> | Copy of Annexation Plat                |
| <b>Attachment 3</b> | Map illustrating zone classifications  |
| <b>Attachment 4</b> | Annexation Concept Plan                |





# Attachment 2



**GENERAL NOTES:**

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. THE PROPERTY IS SHOWN AS A SINGLE LOT.
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**PROPERTY DESCRIPTION:**

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**APPROVAL BY EXISTING OWNER:**

THE PROPERTY IS SHOWN AS A SINGLE LOT.

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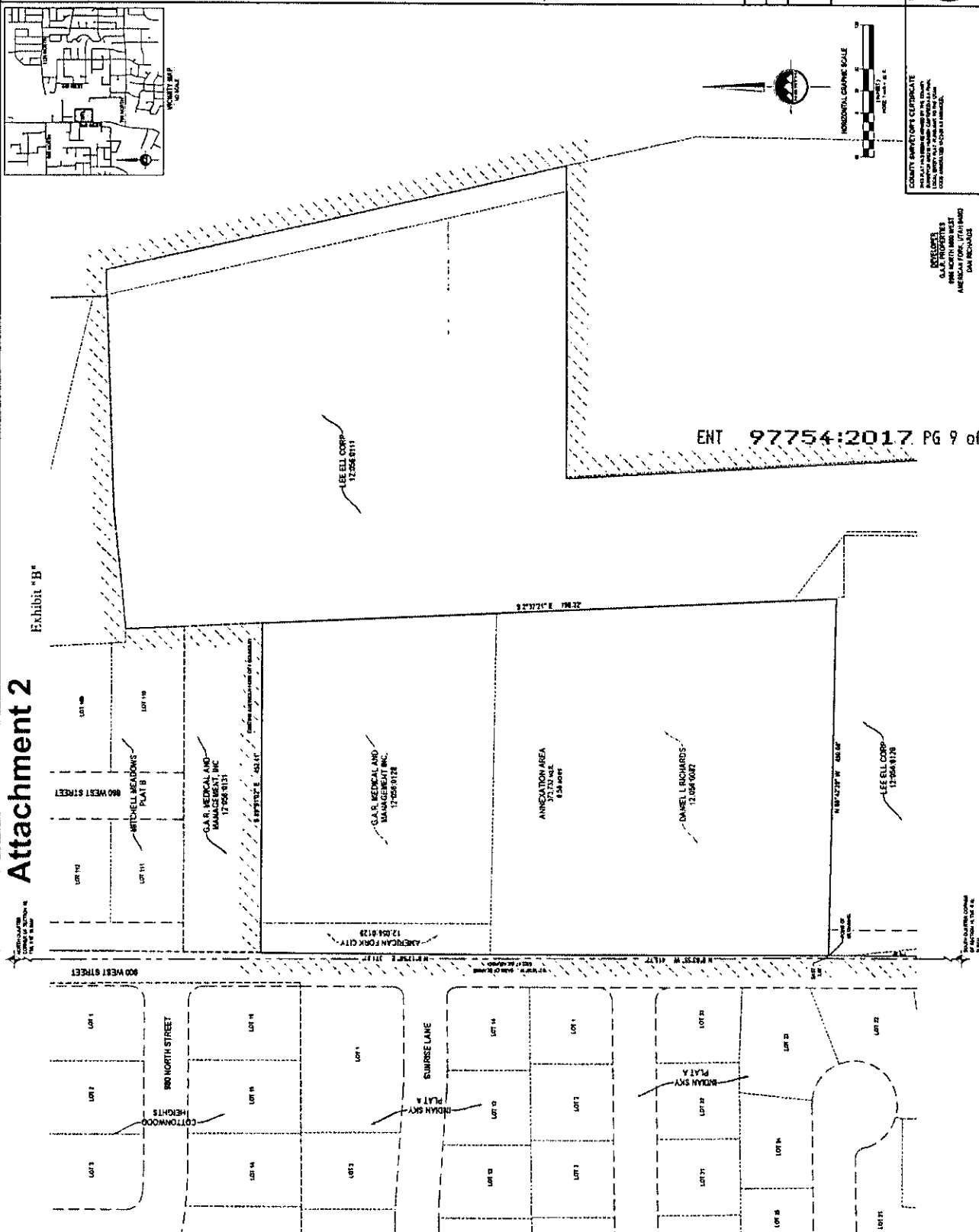
**FINAL LOCAL ENTITY PLAT**

**MITCHELL MEADOWS ANNEXATION**

LOCATION: THE SOUTHWEST QUARTER OF SECTION 14,  
TOWNSHIP 1 SOUTH, RANGE 1 EAST,  
SALT LAKE BASIN AND MERIDIAN,  
AMERICAN FORK CITY, UTAH COUNTY, UTAH

**ENGIN**

PROJECT NUMBER: 000  
DATE: 1/1/2017  
DRAWN BY: J. SMITH  
CHECKED BY: J. SMITH  
DATE: 1/1/2017



**COUNTY SURVEYOR CERTIFICATE**

I, \_\_\_\_\_, County Surveyor, do hereby certify that the above described plat is a true and correct copy of the original plat on file in my office.

DATE: 1/1/2017

**EXHIBIT "B"**

SEE ATTACHED PLAT FOR FULL DESCRIPTION OF THE PROPERTY.

# Attachment 3

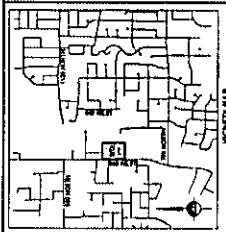
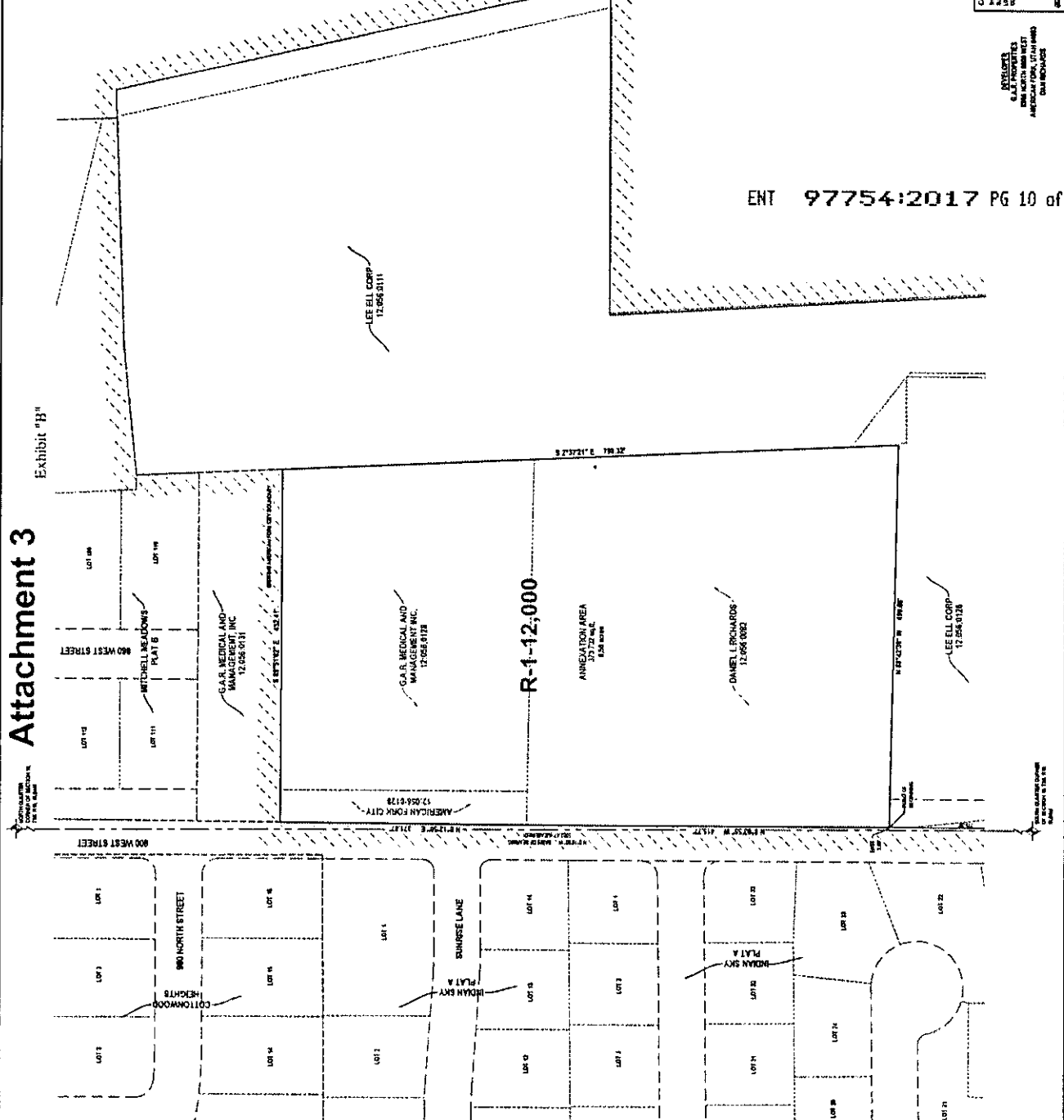


Exhibit "B"



ENT 97754:2017 PG 10 of 11

**APPROVAL BY LEGISLATIVE BODY**

THE CITY OF AMERICAN FORK, UTAH, HAS REVIEWED AND APPROVED THE PROPOSED PLAT AND SUBDIVISION OF THE LAND SHOWN ON THIS PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY ZONING ORDINANCES AND THE CITY SUBDIVISION ACT. THE CITY ENGINEER HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY ENGINEERING ORDINANCES AND THE CITY SUBDIVISION ACT. THE CITY CLERK HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY RECORDING ACT. THE CITY ATTORNEY HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY RECORDING ACT. THE CITY ENGINEER HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY ENGINEERING ORDINANCES AND THE CITY SUBDIVISION ACT. THE CITY CLERK HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY RECORDING ACT. THE CITY ATTORNEY HAS REVIEWED THE PLAT AND HAS DETERMINED THAT THE PLAT COMPLIES WITH THE CITY RECORDING ACT.

**APPROVAL BY LEGISLATIVE BODY**

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

**PROJECT DESCRIPTION**

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT OWNER: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT SURVEYOR: \_\_\_\_\_

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

**FINAL LOCAL ENTITY PLAT**

**MITCHELL MEADOWS ANNEXATION**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 16,  
T41N, R10E, S10W, UTAH COUNTY, UTAH

AMERICAN FORK CITY, UTAH COUNTY, UTAH

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT OWNER: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT SURVEYOR: \_\_\_\_\_

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

**ENGLISH**

AMERICAN FORK CITY, UTAH COUNTY, UTAH

PROJECT NUMBER: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT OWNER: \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

PROJECT SURVEYOR: \_\_\_\_\_

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

**COUNTY SURVEYOR'S CERTIFICATE**

I, \_\_\_\_\_, COUNTY SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT IS CORRECTLY PREPARED AND COMPLIES WITH THE CITY ZONING ORDINANCES AND THE CITY SUBDIVISION ACT. THE PLAT IS TRUE AND CORRECT AND COMPLIES WITH THE CITY RECORDING ACT. THE PLAT IS TRUE AND CORRECT AND COMPLIES WITH THE CITY RECORDING ACT.

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

# Attachment 4

