



ENT 54715:2019 PG 1 of 51  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Jun 17 11:51 am FEE 0.00 BY DA  
RECORDED FOR AMERICAN FORK CITY

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. 2019-02-04  
VEST ANNEXATION (700 SOUTH 860 EAST)  
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the Planned Community (PC) and subject to the terms and conditions of the Vest Annexation 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 12 day of February, 2019.


  
Bradley J. Frost, Mayor



ATTEST:

State of Utah  
County of Utah

~~I, Terilyn Lurker, City Recorder~~  
*Lauralee Hill, Deputy Recorder*  
I, *Lauralee Hill*, Deputy 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 12 day of February, 2019.

  
Lauralee Hill, Deputy Recorder

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## ATTACHMENT "A"

## SURVEYOR'S CERTIFICATE

I, Shane Johanson do hereby certify that I am a Professional Land Surveyor, and that I hold License No.7075114, 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 by request of the Owners, I have made a plat of the tract of land shown on this plat and described below, hereafter to be known as Vest Annexation and that the same has been mapped drafted as referenced from county records and related to this map as shown hereon. Furthermore, I acknowledge that deed conflicts via records and possession lines could exist. These findings may not be shown as per this plat, and that those are elements that are a product of platting and the retracing of existing lines of record, that are disclosed or resolved in the finalization of a "Record of Survey". Are hereby acknowledging that this shall be initiated by the owner at time of finalizing this Annexation plat.

The purpose of this survey is to locate the boundaries of the described parcel, For the purpose to initiate Annexation of the described below property.

PROPERTY DESCRIPTION

## VEST ANNEXATION PARCEL

Beginning at a point that is located, on the section line of sections 25, 24 and the Easterly Bounds of North Valley Annexation Plat for American Fork city as per Utah County's Annexation Plats of Record; said point lies South 89° 35' 36" East along Section Line a distance of 1,339.41 feet from the North ¼ Corner of Section 25 Township 5 South, Range 1 East, Salt Lake Basin and Meridian;

Thence along said Annexation Plat North 00° 30' 38" East a distance of 59.75 feet, Thence North 89° 27' 34" West a distance of 70.84 feet, Thence South 00° 00' 00" West a distance of 8.81 feet, Thence North 89° 46' 15" West a distance of 756.02 feet, Thence North 00° 28' 28" East a distance of 44.96 feet, to the South Bounds of the Naterra West Annexation Plat; Thence along said plat the following courses: North 00° 37' 46" East a distance of 917.10 feet, Thence South 89° 26' 09" East a distance of 1715.23 feet, Thence South 00° 42' 35" East a distance of 508.28 feet, Thence South 89° 01' 35" East a distance of 277.10 feet, Thence North 00° 55' 39" West a distance of 13.61 feet, Thence South 88° 53' 32" East a distance of 218.34 feet, Thence South 88° 45' 29" East a distance of 177.16 feet, to the southernly Bounds of Pajela "B" Annexation Plat; thence along said plat North 90° 00' 00" East a distance of 225.07 feet to the Easterly bounds of Southwest Annexation Plat For Pleasant Grove City; Thence along said Plat the following courses: South 00° 00' 00" West a distance of 318.12 feet, Thence North 90° 00' 00" West a distance of 3.30 feet, Thence South 00° 05' 06" West a distance of 694.23 feet to the Northerly Bounds of Sager Annexation Plat For Pleasant Grove City; Thence along said plat South 89° 52' 18" West a distance of 808.21 feet to the Bounds of 860 East Street Annexation Plat For American Fork City, Thence along said plat the flowing courses: South 88° 37' 11" West a distance of 40.58 feet, Thence South 00° 20' 06" East a distance of 799.96 feet, Thence North 88° 57' 38" West a distance of 27.34 feet, to said Easterly Bounds of North Valley Annexation plat as described above, thence along said plat the remaining courses: Thence North 03° 13' 04" East a distance of 17.34 feet, Thence North 89° 56' 10" West a distance of 944.21 feet, Thence North 00° 42' 27" East a distance of 1303.97 feet to the point of beginning.  
Containing 87.95 Acres More or less

BASIS OF BEARING N 89°35'45" W 2666.20' AS SHOWN HEREON

**ANNEXATION AGREEMENT**  
(*Vest Annexation*)

This Agreement, made and entered into this 12 day of February, 2018, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and MDP Land, LLC, (hereafter referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant is the owner of parcels of privately-owned real property constituting the entirety of the *Vest 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" (Attachment 1), together with an Annexation Area map (Attachment 2) prepared by the Applicant showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

**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. 2018-11-45R 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 Annexation Area is in the best interest of the City and has indicated an intent to: (1) execute this Agreement and enact an ordinance of annexation relating thereto, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement

the office of the Utah County Recorder, subject to the terms and conditions of this Agreement and any other conditions required prior to annexation.

### **TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the Annexation Area 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 2. Attachment 2 is hereby made part of this Agreement.

**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 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 Applicant:** Applicant hereby affirms that they are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement and bind the Annexation Area hereto.

**SECTION 4 - Compatibility with Land Use Plan, Initial Zone Classification and Build-Out Percentage Requirement:** The Land Use Element of the General Plan shows the Annexation Area classified as "Planned Community". Applicant intends to develop the

Annexation Area as a mixed-use project, utilizing a provision in the Development Code allowing for no maximum number of dwelling units for such projects. Parties will use a ratio requiring 100 sf of commercial for every 1 unit of residential and will use the Concept Design (Attachment 4) to estimate initial residential units and commercial footages. At the listed residential completion benchmarks, the City requires the following commercial build-out percentages to be under construction:

<u>Residential Benchmarks</u>	<u>Minimum Commercial Buildout</u>
Benchmark 1: 25% complete	10% under construction
Benchmark 2: 50% complete	20% under construction
Benchmark 3: 75% complete	30% under construction
Benchmark 4: 100% complete	75% under construction

Additionally, within 10 years following the completion of 50% of the residential dwelling units, all commercial units shall be constructed.

The zone classification attached to the parcels shall be PC (Planned Community). A map illustrating this zone classification, along with a concept design for development of the Annexation Area, have been prepared and are made part of this agreement (Attachments 3 and 4).

#### **SECTION 5 - Right-of-way to be Conveyed.**

The City's Transportation Element of the General Plan provides for the development of 740 East, 860 East, and Quality Drive (700 South) as a Collector and the development of 620 South as an Arterial. As a condition of annexation, Applicant hereby agrees to convey to the City any right-of-way necessary for these thoroughfares in the location shown on the plat prepared by the Applicant and approved by the City (Attachment 5). Applicant can coordinate with the City any changes in alignment of the conveyed right-of-way if development plans require a realignment as agreeable to the City and Applicant. Applicant shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs on the parcels adjacent to the right-of-way, or as otherwise required by

City Code, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

**SECTION 6 - Conveyance of Water Right:** Applicant acknowledges that the dedication of water rights needed to service the development is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicant has a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 6.

**SECTION 7 - Open Ditches to be Piped:** Applicant acknowledges 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 applicable irrigation company or private ditch easement holders, as part of any forthcoming development project. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section 17.8.303 – Plan to identify and accommodate natural constraints to development.

**SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City:** Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

**SECTION 9 - 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 10- Agricultural Transition:** In relation to transitional agricultural use of the Vest Annexation Lands as project development occurs, Parties agree to the following:

- A. Continuing farming operations shall be allowed on each part of the 87 acres until such part is changed to non-ag use. A Phasing Plan, illustrating timing of development of Annexation Area, shall be submitted. Continued farming operations shall be allowed per said Phasing Plan; termination of farming operations in each phase occurring upon commencement of development.
- B. Continued irrigation for such farming operations shall be allowed. Applicants may be required to plug and abandon wells currently in use as part of oncoming water agreements with the City.
- C. Also in connection with continuing farming operations, one or more Agricultural Pole Barns with no utility hookups may be placed at appropriate location(s) on the annexation parcels, and may be maintained for as long as the farming operations continue.
- D. The right to raise and sell pumpkins annually shall be maintained until such a time as the land is changed to non-ag use.

**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 Applicant, to Steve Young, 1201 Country Ridge Drive, So. Jordan, Utah 84095

**SECTION 13 - Counterparts and Severability:** In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**SECTION 14 - 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.

Applicant Name: MDP LAND, LLC

Mayor:

A handwritten signature in black ink, appearing to be "RIBSO", written over a horizontal line.A handwritten signature in black ink, appearing to be "B. J. H.", written over a horizontal line.

Attest:

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## LIST OF ATTACHMENTS

- |                     |   |
|---------------------|---|
| <b>Attachment 1</b> | Request to Initiate Annexation of Land of Within an Island or Peninsula |
| <b>Attachment 2</b> | Annexation Area Map   |
| <b>Attachment 3</b> | Zone Classification Map   |
| <b>Attachment 4</b> | Concept Plan  |
| <b>Attachment 5</b> | Annexation Plat   |
| <b>Attachment 6</b> | Water Delay Agreement   |



**ANNEXATION AGREEMENT**  
**(*Vest Annexation*)**

This Agreement, made and entered into this 11<sup>th</sup> day of June, 2019, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and MDP Land LLC, (hereafter referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant, together with property owners who consent to this Agreement, are the owner of parcels of privately-owned real property constituting the entirety of the *Vest 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" (Attachment 1), together with an Annexation Area map (Attachment 2), as prepared by the Applicant, showing the real property proposed for annexation (hereafter referred to as "Annexation Area").

**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. 2018-11-45R 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 Annexation Area is in the best interest of the City and has indicated an intent to: (1) execute this Agreement and enact an ordinance of annexation relating thereto, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to the terms and conditions of this Agreement and any other conditions required prior to annexation.

**TERMS AND CONDITIONS**

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the Annexation Area 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 2. Attachment 2 is hereby made part of this Agreement.

**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 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 Applicant:** Applicant hereby affirms that it, together with property owners who consent to this Agreement, are the current owners of at least 75% of the Annexation Area and have complete authority to enter into this Agreement in such capacities, and bind the Annexation Area hereto.

**SECTION 4 - Compatibility with Land Use Plan, Initial Zone Classification and Build-Out Percentage Requirement:** The Land Use Element of the General Plan shows the Annexation Area classified as "Planned Community". Applicant intends to develop the Annexation Area as a mixed-use project, utilizing a provision in the Development Code allowing for no maximum number of dwelling units for such projects. Parties will use a ratio requiring 100 sf of commercial for every 1 unit of residential and will use the Concept Design (Attachment 4) to estimate initial residential units and commercial footages. At the listed residential completion benchmarks, the City requires the following commercial build-out percentages to be under construction:

<u>Residential Benchmarks</u>	<u>Minimum Commercial Buildout</u>
Benchmark 1: 25% complete	10% under construction
Benchmark 2: 50% complete	20% under construction
Benchmark 3: 75% complete	30% under construction
Benchmark 4: 100% complete	75% under construction

Additionally, within 10 years following the completion of 50% of the residential dwelling units, all commercial units shall be constructed.

The zone classification attached to the parcels shall be PC (Planned Community). A map illustrating this zone classification, along with a concept design for development of the Annexation Area, have been prepared and are made part of this Agreement (Attachments 3 and 4).

**SECTION 5 - Right-of-way to be Conveyed.**

The City's Transportation Element of the General Plan provides for the development of 740 East, 860 East, and Quality Drive (700 South) as a Collector and the development of 620 South as an Arterial. As a condition of annexation, Applicant hereby agrees to convey to the City any right-of-way necessary for these thoroughfares at the time of annexation, with the

exception of the excluded property described in Attachment 5. The property described in Attachment 5 shall be conveyed to the City no later than October 16, 2019. The location of the property to be conveyed at the time of annexation shall be in the location shown on the plat prepared by the Applicant and approved by the City (Attachment 6). Applicant can coordinate with the City any changes in alignment of the conveyed right-of-way if development plans require a realignment as agreeable to the City and Applicant. Applicant shall have no obligation to construct any right-of-way improvements unless and until any improvement or development occurs on the parcels adjacent to the right-of-way, or as otherwise required by City Code, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required).

**SECTION 6 - Conveyance of Water Right:** Applicant acknowledges that the dedication of water rights needed to service the development is required pursuant to City Code Section 17.1.400—Conveyance of Water. City acknowledges that Applicant has a sufficient basis to delay the time of conveyance of water rights until the time of development in accordance with City Code Section 17.1.400(C). A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 7.

**SECTION 7 - Open Ditches to be Piped:** Applicant acknowledges that it bears the sole burden to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders, as part of any forthcoming development project. Such piping shall be completed prior to or in concurrence with the development of the parcel and in compliance with City Code Section 17.8.303 – Plan to identify and accommodate natural constraints to development.

**SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City:** Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as right-of-way to be dedicated to City. Proof of payment of these taxes shall be required prior to recording of this Agreement.

**SECTION 9 - 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 10- Agricultural Transition:** In relation to transitional agricultural use of the Vest Annexation Lands as project development occurs, the parties agree to the following:

A. Continuing farming operations as provided in the Phasing Plan shall be allowed on each

part of the Annexation Area until such part is changed to non-ag use or until commencement of development of such part, whichever first occurs. A proposed Phasing Plan, illustrating expected timing of development of Annexation Area and proposed ag uses on undeveloped parts, shall be submitted by Applicant no later than August 1, 2019 to the City for its approval.

- B. Continued irrigation for such farming operations shall be allowed following past practices. Applicant may be required to plug and abandon wells currently in use as part of oncoming water agreements with the City.
- C. Also in connection with continuing farming operations, one or more Agricultural Pole Barns with no utility hookups may be placed at appropriate location(s) on the annexation parcels, and may be maintained for as long as the farming operations continue.
- D. The right to raise and sell pumpkins annually can continue on one or more parts, following past practices, until the part is changed to non-ag use.

**SECTION 11 - Default:** Should either party 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 Applicant, to MDP Land LLC, 3900 Traverse Mountain Blvd., #200, Lehi, Utah 84043

**SECTION 13 - Counterparts and Severability:** In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**SECTION 14 - Entire Agreement:** This Agreement constitutes the entire agreement between American Fork and the parties. This Agreement, as it pertains to MDP Land and property owners, constitutes the entire Agreement with regard to annexation, zoning and use of the Annexation Area. This Agreement 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 its attorney fees and court costs in addition to other lawful damages resulting therefrom.

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

APPLICANT:

MDP LAND LLC, a Utah limited liability company

June 11, 2019  
Date

By: [Signature]  
Arvil Swaney, manager

CITY:

THE CITY OF AMERICAN FORK, a Utah municipal corporation

June 11, 2019  
Date

By: [Signature]  
Bradley J. Frost, Mayor

JUNE 11, 2019  
Date



[Signature]  
Terilyn Lurker, City Recorder

STATE OF UTAH

COUNTY OF UTAH

On June 11, 2019, Arvil Swaney personally appeared before me and proved to me on the basis of satisfactory evidence to have proper authority to sign the foregoing document on behalf of MD LAND LLC, a Utah limited liability company, who acknowledged that said company executed the same as the Applicant therein.

[Signature]  
Notary Public

[seal]





CONSENT OF OTHER OWNERS OF PARCELS WITHIN ANNEXATION AREA

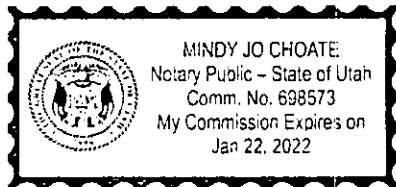
The undersigned, being an owner of a parcel within the Annexation Area, hereby consent to my parcel being annexed to The City of American Fork pursuant to the foregoing Annexation Agreement and that my parcel is subject to the provisions of said Annexation Agreement:

6/11/2019  
Date

Larry E. Vest  
Larry E. Vest

STATE OF UTAH            )  
  ) ss.  
COUNTY OF UTAH        )

On \_\_\_\_\_, 2019, Larry E. Vest personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in the foregoing document, and acknowledged that he executed the same.



Mindy Jo Choate  
Notary Public

[seal]

CONSENT OF OTHER OWNERS OF PARCELS WITHIN ANNEXATION AREA

The undersigned, being an owner of parcels within the Annexation Area, hereby consent to its parcels being annexed to The City of American Fork pursuant to the foregoing Annexation Agreement and that its parcels are subject to the provisions of said Annexation Agreement:

KURT V. VEST TRUST  
Created under the Agreement Creating Trusts for  
the Children of Floyd K. Vest and Marcia W. Vest  
dated December 29, 1998

6/11/2019  
Date

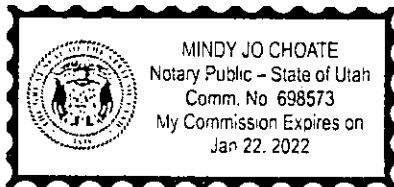
By: Larry E. Vest  
Larry E. Vest, co-Trustee

STATE OF UTAH            )  
  ) ss.  
COUNTY OF UTAH        )

On June 11<sup>th</sup>, 2019, Larry E. Vest personally appeared before me and proved on the basis of satisfactory evidence to be the person whose name is subscribed to in the foregoing document, and acknowledged that he executed the same in his capacity as a co-Trustee of the Kurt V. Vest Trust pursuant to that Agreement Creating Trusts for the Children of Floyd K. Vest and Marcia W. Vest, dated 12/29/1998.

Mindy Jo Choate  
Notary Public

[seal]





CONSENT OF OTHER OWNERS OF PARCELS WITHIN ANNEXATION AREA

The undersigned, being an owner of a parcel within the Annexation Area, hereby consent to its parcel being annexed to The City of American Fork pursuant to the foregoing Annexation Agreement and that its parcel is subject to the provisions of said Annexation Agreement:

AF 860, LLC, a Utah limited liability company  
By: The Ritchie Group, LC, its manager

6/11/19  
Date

By: *Jayson Newitt*  
Ryan J. Ritchie, its manager  
JAYSON NEWITT

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On June 11, 2019, Jayson Newitt Ryan J. Ritchie personally appeared before me and proved to me on the basis of satisfactory evidence to have proper authority to sign the foregoing document on behalf of The Ritchie Group, LC, as manager of AF 860, LLC, a Utah limited liability company, who acknowledged that said company executed the same.



*[Signature]*  
Notary Public

CONSENT OF OTHER OWNERS OF PARCELS WITHIN ANNEXATION AREA

The undersigned, being an owner of a parcel within the Annexation Area, hereby consent to its parcel being annexed to The City of American Fork pursuant to the foregoing Annexation Agreement and that its parcel is subject to the provisions of said Annexation Agreement:

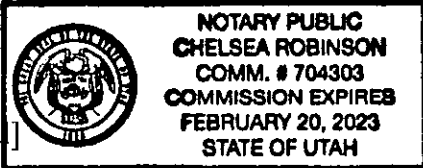
OZ AF East, LLC, a Utah limited liability company

6/11/19  
Date

By: [Signature]  
Shon D. Rindlisbacher, its manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On June 11, 2019, Shon D. Rindlisbacher personally appeared before me and proved to me on the basis of satisfactory evidence to have proper authority to sign the foregoing document on behalf of OZ AF East, LLC, a Utah limited liability company, who acknowledged that said company executed the same.

[sea] 

[Signature]  
Notary Public

## LIST OF ATTACHMENTS

- |                     |   |
|---------------------|---|
| <b>Attachment 1</b> | Request to Initiate Annexation of Land of Within an Island or Peninsula |
| <b>Attachment 2</b> | Annexation Area Map   |
| <b>Attachment 3</b> | Zone Classification Map   |
| <b>Attachment 4</b> | Concept Plan  |
| <b>Attachment 5</b> | Property to be Dedicated No Later than October 16, 2019                 |
| <b>Attachment 6</b> | Annexation Plat   |
| <b>Attachment 7</b> | Water Delay   |



November 1, 2018

REQUEST TO INITIATE ANNEXATION

American Fork City,

Millennial Development LLC, respectfully requests American Fork City to annex 89.68 acres of land that is presently located in Utah County, located at 860 East & 700 West on the border of American Fork and Pleasant Grove, at its earliest convenience.

We have included an annexation site map, legal description and ownership information as shown on the Utah County records, of the property in this request.

We have also included the fee of \$1,250.00 to American Fork City and the \$125.00 fee made payable to Utah County Surveyor. (review fee)

If you have any questions, please feel free to contact me at (801)706-7980.

Thank you,

A handwritten signature in black ink, appearing to read "Steve Young".

Steve Young

Senior Partner



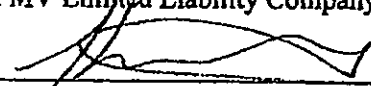
Nov. 14, 2018

Date

Its: Manager

The Vest Management Limited Partnership  
a Utah limited partnership

By its General Partner  
The FMV Limited Liability Company

By: 

Kurt V. Vest

Its: Manager

11/16/18

Date

CUL8R50, LLC  
a Utah limited liability company

By: 

Kimberly V. Hawkins

Its: Manager

Nov 14, 2018

Date

The Trust for Larry E. Vest

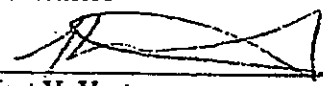
By: 

Larry E. Vest

Its: Co-Trustee

Nov. 14, 2018

Date

By: 

Kurt V. Vest

Its: Co-Trustee

\_\_\_\_\_

Date

Kevin W. Vest

\_\_\_\_\_

Date

Derrill K. Vest

\_\_\_\_\_

Date

Jeffery Sorenson

\_\_\_\_\_

Date

Lori Curtis



Nov. 14, 2019  
Date

Its: Manager  
The Vest Management Limited Partnership  
a Utah limited partnership

By its General Partner  
The FMV Limited Liability Company

By: [Signature]  
Kurt V. Vest  
Its: Manager

\_\_\_\_\_  
Date

CUL8R50, LLC  
a Utah limited liability company

By: \_\_\_\_\_  
Kimberly V. Hawkins  
Its: Manager

Nov 14, 2018  
Date

The Trust for Larry E. Vest  
By: [Signature]  
Larry E. Vest

Its: Co-Trustee

Nov 14, 2018  
Date

By: [Signature]  
Kurt V. Vest  
Its: Co-Trustee

12/28/2018  
Date

DocuSigned by:  
[Signature]  
Kevin W. Vest

12/28/2018  
Date

DocuSigned by:  
[Signature]  
Demill Vest

12/28/2018  
Date

\_\_\_\_\_  
Jeffery Sorenson

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lori Curtis

Nov 14, 2019  
Date

Its: Manager  
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By its General Partner  
The FMV Limited Liability Company  
By: [Signature]  
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Its: Manager

\_\_\_\_\_  
Date

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Its: Manager

Nov 14, 2018  
Date

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By: [Signature]  
Larry E. Vest  
Its: Co-Trustee

Nov 14, 2018  
Date

By: [Signature]  
Kurt V. Vest  
Its: Co-Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kevin W. Vest

\_\_\_\_\_  
Date

\_\_\_\_\_  
Derrill K. Vest

1/4/2019  
Date

[Signature]  
Jeffery Sorenson

1/4/2019  
Date

[Signature]  
Lori Curtis

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Braithwaite

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis Sorenson

NOV, 14, 2018  
Date

Kurt V. Vest Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

By: [Signature]  
Kurt V. Vest  
Its: Trustee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kevin W. Vest  
Its: Trustee

NOV-14, 2018  
Date

Kevin W. Vest Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

By: [Signature]  
Kurt V. Vest  
Its: Trustee

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Kevin W. Vest  
Its: Trustee

NOV-14, 2018  
Date

Derrill K. Vest Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

By: [Signature]  
Kurt V. Vest

*[Handwritten initials/signature]*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amanda Braithwaite

\_\_\_\_\_  
Date

\_\_\_\_\_  
Travis Sorenson

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Nov. 14, 2018  
Date

By: [Signature]  
Kurt V. Vest  
Its: Trustee

12/28/2018  
Date

DocuSigned by:  
By: [Signature]  
Kurt V. Vest  
Its: Trustee

Kevin W. Vest Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

Nov. 14, 2018  
Date

By: [Signature]  
Kurt V. Vest  
Its: Trustee

12/28/2018  
Date

DocuSigned by:  
By: [Signature]  
Kurt V. Vest  
Its: Trustee

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Nov. 14, 2018  
Date

By: [Signature]  
Kurt V. Vest

*KEV*

1/4/2019

Date



Amanda Braithwaite

1/4/2019

Date



Travis Sorenson

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Nov 14, 2019

Date

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Its: Trustee

By:

Kevin W. Vest

Its: Trustee

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Nov 14, 2019

Date

By:

Kurt V. Vest

Its: Trustee

By:

Kevin W. Vest

Its: Trustee

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Nov 14, 2019

Date

By:

Kurt V. Vest

SEV

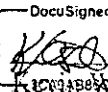
12/28/2018

Date

Its: Trustee

DocuSigned by:

By:



Kurt V. Vest

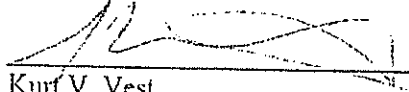
Its: Trustee

Nov. 14, 2018

Date

Denise V. Sorenson Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

By:

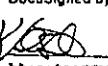


Kurt V. Vest

Its: Trustee

DocuSigned by:

By:



Kurt V. Vest

Its: Trustee

12/28/2018

Date

JEV

Its: Trustee

By: Kevin W. Vest

Its: Trustee

\_\_\_\_\_

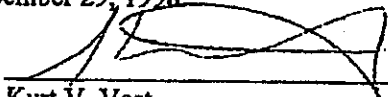
Date

Denise V. Sorenson Trust created under the Agreement Creating Trusts for the Children of Floyd K. Vest & Marcia W. Vest dated December 29, 1998

*Nov. 14, 2018*

\_\_\_\_\_

Date

By: 

Kurt V. Vest

Its: Trustee

\_\_\_\_\_

Date

By: Kevin W. Vest  
Its: Trustee

*KWV  
11/14/18  
JEV*

**EXHIBIT A**

Legal Description of the Land

Assessor's Parcel Number 13-059-0044

Commencing North 700.463 feet and West 422.698 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence West 1724.065 feet to a point in a fence line; thence South 0 Degrees 37'40" West along a fence line 335.961 feet; thence East 1508.818 feet; thence North 0 Degrees 45'0" West 209.22 feet; thence East 219.644 Feet; thence North 0 Degrees 54'51" East 126.755 feet more or less to the place of beginning.

TOGETHER WITH water rights filed with the Utah State Engineer's Office identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139.

Assessor's Parcel Number 13-05-00-13

Beginning at a fence corner on the West line of 860 East street, American Fork City, said point being North 0 deg 15'27" West 1009.34 feet along the section line and West 423.09 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 deg 26'08" West along a fence line 1715.65 feet to a fence corner; thence 0 deg 37'48" West along a fence line 325.788 feet; thence East 1724.065 feet; thence North 0 deg 54'51" West 308.906 feet to the point of beginning.

Assessor's Parcel Number 13-059-0066

Commencing North 511.91 Ft and West 349.8 Ft from the Southeast corner of Section 24, T5S, R1E, SLB&M; thence South 89 Degrees 21'48" East 150.01 Ft, thence South 206.66 Ft, thence West 150 Ft; thence North 208.33 Ft, to the place of beginning. Approximately 0.71 acres.

Together with all water rights filed with the Utah State Engineers Office, including those identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139, as they may apply.

Assessor's Parcel Number 13-062-0076

COM S 2.87 CH FR NE COR SEC. 25, T5S, R1E, SLB&M.; W 5.3 CH; S 323.04 FT; N 89 DEG 52'18" E 818.33 FT; N 0 DEG 47'6" E 195.46 FT ALONG A FENCE; N 89 DEG 22'29" E 16.83 FT; N 0 DEG 47'6" E 74.05 FT; N 0 DEG 39'6" W 51.55 FT; W 488.47 FT TO BEG. AREA 6.112 AC.

Assessor's Parcel Number 13-062-0077

COM S 2.87 CH FR NE COR SEC. 25, T5S, R1E, SLB&M.; E 488.47 FT; N 0 DEG 39'6" W 685.63 FT; N 36 DEG 26'7" W 9.22 FT; W 628.44 FT; N 6.14 FT; N 89 DEG 21'49" W 46.56 FT; S 206.66 FT; W 150 FT; S 493 FT; E 349.8 FT TO BEG. AREA 12.584 AC.

Assessor's Parcel Number 13-059-0005

*JEV*  
*K*



## EXHIBIT A

Legal Description of the LandAssessor's Parcel Number 13-059-0044

Commencing North 700.463 feet and West 422.698 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence West 1724.065 feet to a point in a fence line; thence South 0 Degrees 37'40" West along a fence line 335.961 feet; thence East 1508.818 feet; thence North 0 Degrees 45'0" West 209.22 feet; thence East 219.644 Feet; thence North 0 Degrees 54'51" East 126.755 feet more or less to the place of beginning.

TOGETHER WITH water rights filed with the Utah State Engineer's Office identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139.

Assessor's Parcel Number 13-05-0043

Beginning at a fence corner on the West line of 860 East street, American Fork City, said point being North 0 deg 15'27" West 1009.34 feet along the section line and West 423.09 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 89 deg 26'08" West along a fence line 1715.65 feet to a fence corner; thence 0 deg 37'48" West along a fence line 325.788 feet; thence East 1724.065 feet; thence North 0 deg 54'51" West 308.906 feet to the point of beginning.

Assessor's Parcel Number 13-059-0066

Commencing North 511.91 Ft and West 349.8 Ft from the Southeast corner of Section 24, T5S, R1E, SLB&M; thence South 89 Degrees 21'48" East 150.01 Ft, thence South 206.66 Ft, thence West 150 Ft; thence North 208.33 Ft, to the place of beginning. Approximately 0.71 acres.

Together with all water rights filed with the Utah State Engineers Office, including those identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139, as they may apply.

Assessor's Parcel Number 13-062-0076

COM S 2.87 CH FR NE COR. SEC. 25, T5S, R1E, SLB&M.; W 5.3 CH; S 323.04 FT; N 89 DEG 52'18" E 818.33 FT; N 0 DEG 47'6" E 195.46 FT ALONG A FENCE; N 89 DEG 22'29" E 16.83 FT; N 0 DEG 47'6" E 74.05 FT; N 0 DEG 39'6" W 51.55 FT; W 488.47 FT TO BEG. AREA 6.112 AC.

Assessor's Parcel Number 13-062-0077

COM S 2.87 CH FR NE COR. SEC. 25, T5S, R1E, SLB&M.; E 488.47 FT; N 0 DEG 39'6" W 685.63 FT; N 36 DEG 26'7" W 9.22 FT; W 628.44 FT; N 6.14 FT; N 89 DEG 21'49" W 46.56 FT; S 206.66 FT; W 150 FT; S 493 FT; E 349.8 FT TO BEG. AREA 12.584 AC.

Assessor's Parcel Number 13-059-0005

KHH  
11/16/15  
SEE  
K

EXHIBIT A

Legal Description of the Land

Assessor's Parcel Number 13-059-0044

Commencing North 700.463 feet and West 422.698 feet from the Southeast corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence West 1724.065 feet to a point in a fence line; thence South 0 Degrees 37'40" West along a fence line 335.961 feet; thence East 1508.818 feet; thence North 0 Degrees 45'0" West 209.22 feet; thence East 219.644 Feet; thence North 0 Degrees 54'51" East 126.755 feet more or less to the place of beginning.

TOGETHER WITH water rights filed with the Utah State Engineer's Office identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139.

Assessor's Parcel Number 13-05-00-13

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Assessor's Parcel Number 13-059-0066

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Together with all water rights filed with the Utah State Engineers Office, including those identified as: 55-2658, 55-107, 55-411, 55-4138, 55-331, 55-758, and 55-4139, as they may apply.

Assessor's Parcel Number 13-062-0076

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Assessor's Parcel Number 13-062-0077

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Assessor's Parcel Number 13-059-0005

DS  
DU

DS  
K

JEV  
K

*BEGINNING 6.35 chains West, and 35.76 chains South from East ¼ Cor. to Sec. 24, T-5-S, R-1-E, from Salt Lake Base and Meridian;*

*THENCE West 25.28 chains; Thence South 3.77 chains; Thence East 25.33 chains; Thence N-0°45'-W 3.77 chains more or less to place of beginning. Together with all water rights appurtenant thereto. The above description is subject to a 12' wide by 60 rods long right of way beginning at the S.E. Corner and running West from there; given to Thos Singleton.*

*ALSO BEGINNING at a point which is West 31.63 chains, and South 25.05 chains from the East ¼ Corner to Sec. 24, T-5-S, R-1-E from the Salt Lake Base and Meridian:*

*THENCE South 10.71 chains; Thence East 25.28 chains; Thence N-0°45'-W 10.71 chains more or less to a point East of beginning; Thence West 25.14 chains to the place of beginning. Containing 27 acres more or less. Together with all water rights thereunto belonging.*

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

Parcel 1

*Commencing 31.63 chains West and 25.05 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 4.70 chains, thence East 25.20 chains more or less to the East property line of Grantors; thence North 0°45' West along the East property 4.70 chains more or less to the North property line of Grantors; thence West 25.14 chains to the place of beginning, and containing an area of about 11.84 acres more or less. Property Serial No.: 13:059:0023:214*

ALSO

Parcel 2

*Commencing 31.63 chains West and 34.84 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South .92 chains to the South property line of Grantors, thence East 25.28 chains along the south property line of Grantors to the East property line of Grantors, thence North 0°45' West along the East property line of Grantors .92 chains, thence West 25.26 chains more or less, to the place of beginning, and containing an area of about 2.31 acres more or less. Property Serial No.: 13:059:0024:114*

ALSO

Parcel 3

*Commencing 6.35 chains West and 35.76 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence West 25.28 chains, thence South 3.77 chains, thence East 25.33 chains, thence North 45' West 3.77 chains along the East property line to the place of beginning, containing an area of 9.86 acres more or less. Property Serial No.: 13:059:0025:114*

ALSO

*KH  
11/16/19  
20  
12*

*BEGINNING 6.35 chains West, and 35.76 chains South from East ¼ Cor. to Sec. 24, T-5-S, R-1-E, from Salt Lake Base and Meridian;*

*THENCE West 25.28 chains; Thence South 3.77 chains; Thence East 25.33 chains; Thence N-0°45'-W 3.77 chains more or less to place of beginning. Together with all water rights appurtenant thereto. The above description is subject to a 12' wide by 60 rods long right of way beginning at the S.E. Corner and running West from there; given to Thos Singleton.*

*ALSO BEGINNING at a point which is West 31.63 chains, and South 25.05 chains from the East ¼ Corner to Sec. 24, T-5-S, R-1-E from the Salt Lake Base and Meridian:*

*THENCE South 10.71 chains; Thence East 25.28 chains; Thence N-0°45'-W 10.71 chains more or less to a point East of beginning; Thence West 25.14 chains to the place of beginning. Containing 27 acres more or less. Together with all water rights thereunto belonging.*

*EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:*

*Parcel 1*

*Commencing 31.63 chains West and 25.05 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 4.70 chains, thence East 25.20 chains more or less to the East property line of Grantors; thence North 0°45' West along the East property; 4.70 chains more or less to the North property line of Grantors; thence West 25.14 chains to the place of beginning, and containing an area of about 11.84 acres more or less. Property Serial No.: 13:059:0023:214*

*ALSO*

*Parcel 2*

*Commencing 31.63 chains West and 34.84 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South .92 chains to the South property line of Grantors, thence East 25.28 chains along the south property line of Grantors to the East property line of Grantors, thence North 0°45' West along the East property line of Grantors .92 chains, thence West 25.26 chains more or less, to the place of beginning, and containing an area of about 2.31 acres more or less. Property Serial No.: 13:059:0024:114*

*ALSO*

*Parcel 3*

*Commencing 6.35 chains West and 35.76 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence West 25.28 chains, thence South 3.77 chains, thence East 25.33 chains, thence North 45' West 3.77 chains along the East property line to the place of beginning, containing an area of 9.86 acres more or less. Property Serial No.: 13:059:0025:114*

*ALSO*

*per*  
*W*

*BEGINNING 6.35 chains West, and 35.76 chains South from East ¼ Cor. to Sec. 24, T-5-S, R-1-E, from Salt Lake Base and Meridian;*

*THENCE West 25.28 chains; Thence South 3.77 chains; Thence East 25.33 chains; Thence N-0°45'-W 3.77 chains more or less to place of beginning. Together with all water rights appurtenant thereto. The above description is subject to a 12' wide by 60 rods long right of way beginning at the S.E. Corner and running West from there: given to Thos Singleton.*

*ALSO BEGINNING at a point which is West 31.63 chains, and South 25.05 chains from the East ¼ Corner to Sec. 24, T-5-S, R-1-E from the Salt Lake Base and Meridian:*

*THENCE South 10.71 chains; Thence East 25.28 chains; Thence N-0°45'-W 10.71 chains more or less to a point East of beginning; Thence West 25.14 chains to the place of beginning. Containing 27 acres more or less. Together with all water rights thereunto belonging.*

EXCEPTING THEREFROM THE FOLLOWING FOUR (4) PARCELS:

Parcel 1

*Commencing 31.63 chains West and 25.05 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 4.70 chains, thence East 25.20 chains more or less to the East property line of Grantors; thence North 0°45' West along the East property line 4.70 chains more or less to the North property line of Grantors; thence West 25.14 chains to the place of beginning, and containing an area of about 11.84 acres more or less. Property Serial No.: 13:059:0023:214*

ALSO

Parcel 2

*Commencing 31.63 chains West and 34.84 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South .92 chains to the South property line of Grantors, thence East 25.28 chains along the south property line of Grantors to the East property line of Grantors, thence North 0°45' West along the East property line of Grantors .92 chains, thence West 25.26 chains more or less, to the place of beginning, and containing an area of about 2.31 acres more or less. Property Serial No.: 13:059:0024:114*

ALSO

Parcel 3

*Commencing 6.35 chains West and 35.76 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence West 25.28 chains, thence South 3.77 chains, thence East 25.33 chains, thence North 45' West 3.77 chains along the East property line to the place of beginning, containing an area of 9.86 acres more or less. Property Serial No.: 13:059:0025:114*

ALSO

Parcel 4

Commencing 31.63 chains West and 29.75 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 5.09 chains, thence East 22.09 chains, thence North 0°45' West 3.17 chains, thence East 3.17 chains more or less to the East property line of Grantors, thence North 0°45' West 1.92 chains, thence West 25.20 chains more or less to the place of beginning, and containing an area of 11.84 acres more or less. Property Serial No.: \_\_\_\_\_

Assessor's Parcel Number 13-059-0045

BEGINNING AT A POINT ON THE WEST LINE OF 860 EAST STREET, AMERICAN FORK CITY, SAID POINT BEING NORTH 39.534 FEET AND WEST 412.152 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID STREET, NORTH 0 DEG 54'51" WEST 325.029 FEET; THENCE WEST 1733.106 FT; THENCE SOUTH 0 DEG 37'40" WEST 255.449 FT; THENCE SOUTH 0 DEG 28'28" WEST 44.96 FT; THENCE SOUTH 89 DEG 46'15" EAST 756.02 FEET; THENCE NORTH 8.81 FEET; THENCE SOUTH 89 DEG 27'34" EAST 70.84 FEET; THENCE SOUTH 0 DEG 30'38" WEST 21.731 FEET; THENCE SOUTH 89 DEG 30'0" EAST 914.84 FEET TO THE POINT OF BEGINNING. AREA 12.429 AC.

Assessor's Parcel Number 13-062-0029

COMMENCING 6.35 chains West of the Southeast corner of Section 24, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence North 0.60 of a chain; thence North 89°30' West 13.70 chains; thence South 20.40 chains; thence South 89° East 14.45 chains; thence North 20' West 19.85 chains to the place of BEGINNING.

KAT 11/16/15  
JER  
K

Parcel 4

Commencing 31.63 chains West and 29.75 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 5.09 chains, thence East 22.09 chains, thence North 0°45' West 3.17 chains, thence East 3.17 chains more or less to the East property line of Grantors, thence North 0°45' West 1.92 chains, thence West 25.20 chains more or less to the place of beginning, and containing an area of 11.84 acres more or less. Property Serial No.:

Assessor's Parcel Number 13-059-0045

BEGINNING AT A POINT ON THE WEST LINE OF 860 EAST STREET, AMERICAN FORK CITY, SAID POINT BEING NORTH 39.534 FEET AND WEST 412.152 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID STREET, NORTH 0 DEG 54'51" WEST 325.029 FEET; THENCE WEST 1733.106 FT; THENCE SOUTH 0 DEG 37'40" WEST 255.449 FT; THENCE SOUTH 0 DEG 28'28" WEST 44.96 FT; THENCE SOUTH 89 DEG 46'15" EAST 756.02 FEET; THENCE NORTH 8.81 FEET; THENCE SOUTH 89 DEG 27'34" EAST 70.84 FEET; THENCE SOUTH 0 DEG 30'38" WEST 21.731 FEET; THENCE SOUTH 89 DEG 30'0" EAST 914.82 FEET TO THE POINT OF BEGINNING. AREA 12.429 AC.

Assessor's Parcel Number 13-062-0029

COMMENCING 6.35 chains West of the Southeast corner of Section 24, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence North 0.60 of a chain; thence North 89°30' West 13.70 chains; thence South 20.40 chains; thence South 89° East 14.45 chains; thence North 20' West 19.85 chains to the place of BEGINNING.

DS [Signature] DS [Signature] JEV [Signature]

Parcel 4

Commencing 31.63 chains West and 29.75 chains South of the Northeast corner of the Southeast quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Meridian; thence South 5.09 chains, thence East 22.09 chains, thence North  $0^{\circ}45'$  West 3.17 chains, thence East 3.17 chains more or less to the East property line of Grantors, thence North  $0^{\circ}45'$  West 1.92 chains, thence West 25.20 chains more or less to the place of beginning, and containing an area of 11.84 acres more or less. Property Serial No.: \_\_\_\_\_

Assessor's Parcel Number 13-059-0045

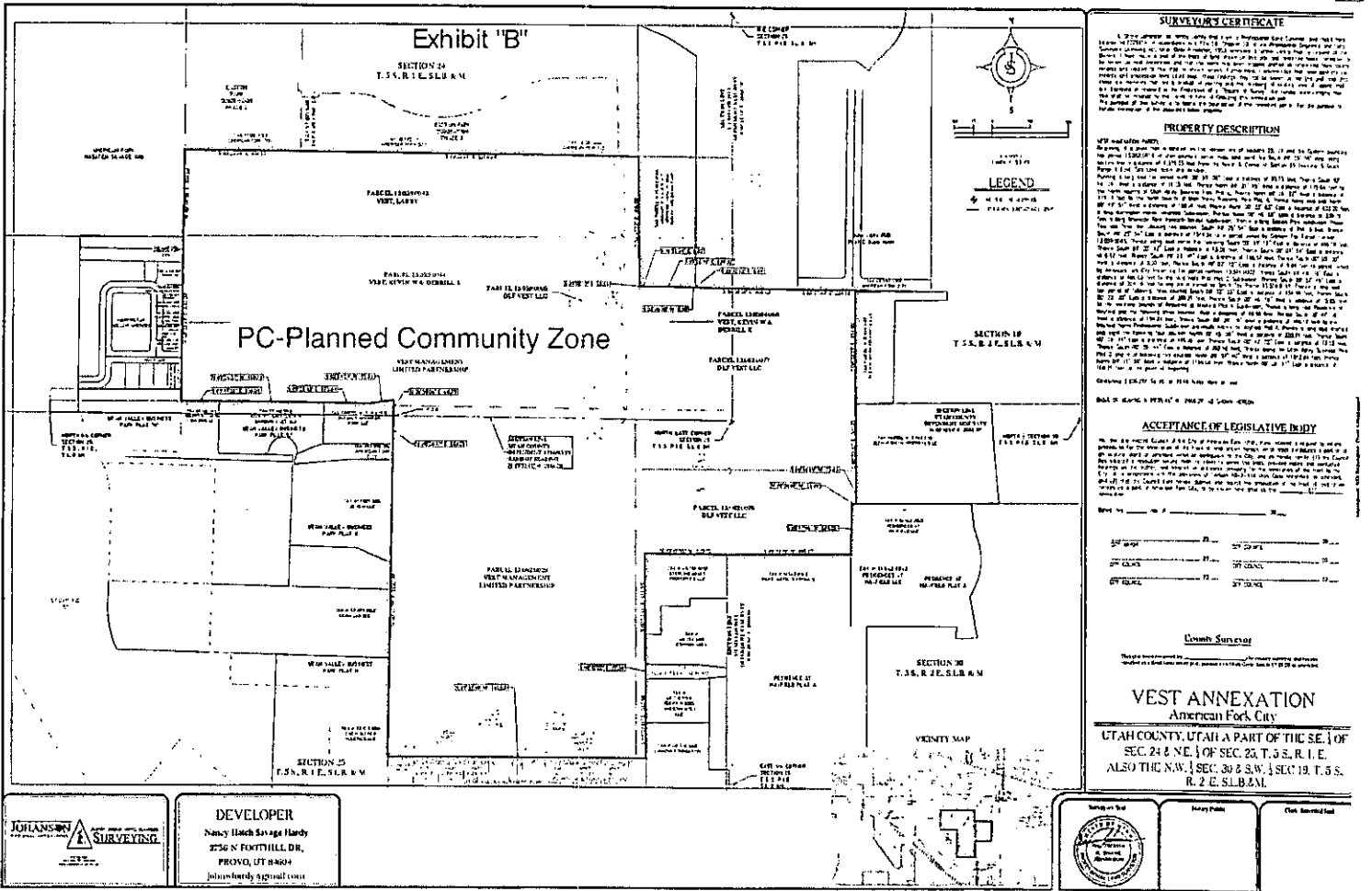
BEGINNING AT A POINT ON THE WEST LINE OF 860 EAST STREET, AMERICAN FORK CITY, SAID POINT BEING NORTH 39.534 FEET AND WEST 412.152 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE WEST LINE OF SAID STREET, NORTH  $0^{\circ}54'51''$  WEST 325.029 FEET; THENCE WEST 1733.106 FT; THENCE SOUTH  $0^{\circ}37'40''$  WEST 255.449 FT; THENCE SOUTH  $0^{\circ}28'28''$  WEST 44.96 FT; THENCE SOUTH  $89^{\circ}46'15''$  EAST 756.02 FEET; THENCE NORTH 8.81 FEET; THENCE SOUTH  $89^{\circ}27'34''$  EAST 70.84 FEET; THENCE SOUTH  $0^{\circ}30'38''$  WEST 21.731 FEET; THENCE SOUTH  $89^{\circ}30'0''$  EAST 914.84 FEET TO THE POINT OF BEGINNING. AREA 12.429 AC.

Assessor's Parcel Number 13-062-0029

COMMENCING 6.35 chains West of the Southeast corner of Section 24, Township 5 South, Range 1 East of the Salt Lake Base and Meridian; thence North 0.60 of a chain; thence North  $89^{\circ}30'$  West 13.70 chains; thence South 20.40 chains; thence South  $89^{\circ}$  East 14.45 chains; thence North  $20'$  West 19.85 chains to the place of BEGINNING.







Attachment 4



ATTACHMENT 5

**Vest Annexation Exclusion**

Commencing at a point which is 464.30 feet N89°35'45"W along the section line and 514.63 feet North of the Southeast Corner of Section 24, Township 5 South, Range 1 East, SLB&M; thence West 54.94 feet; thence North 28.86 feet; thence East 54.94 feet; thence South 28.86 feet to the point of beginning. (1,585.39 sq ft / 0.036 acres)



## ATTACHMENT 61

**WATER DELAY AGREEMENT FOR ANNEXATION**

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the 12 day of February, 2018 (“**Effective Date**”), by and between MDP Closing Services, Inc., (“**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 Nos. 13:059:0005, 13:059:0028, 13:059:0043, 13:059:0044, 13:059:0045, 13:059:0066, 13:062:0029, 13:062:0076, and 13:062:0077 (“**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 February 12, 2018. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. Water Rights/Shares. The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement (“**Committed Water**”), are identified in Exhibit A of this Agreement.

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. 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 the title company 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]  
Bradley J. Frost, Mayor

Attest: [Signature]  
Terilyn Lurker, City Recorder

STATE OF UTAH )  
COUNTY OF Utah :SS

On the 12 day of June, 2019, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay 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

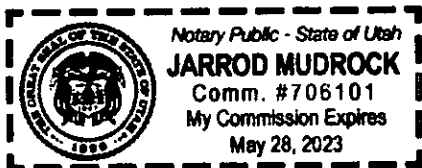
[OWNER]

[Signature]



STATE OF UTAH )  
COUNTY OF Salt Lake :SS

On the 29<sup>th</sup> day of May, 2019, Arril Buck Swaney personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



[Signature]  
NOTARY PUBLIC

**EXHIBIT A**

**Description of Water Rights and/or Water Shares Committed to the City**

Figure 1 - Consolidated Property Ownership

Parcel Number	Owner	Water Right	Size/Depth/Acft/CFS	Type	Owner (Legal Title)
13-059:0005	DLF Vest LLC	55-180	1 acre	Underground Water Well	DLF Vest LLC
13-059:0028	DLF Vest LLC	55-180	0.015 CFS	Underground Water Well	DLF Vest LLC
	Floyd K. Vest Living Trust		.068 acres		Floyd K. Vest and Marcia W. Vest as Trustees of the Floyd K. Vest Living Trust u/a/d November 19, 1998; AND Floyd K. Vest and Marcia W. Vest as Trustees of the Marcia W. Vest Living Trust u/a/d November 19, 1998
13-059:0043	Trust for Larry E. Vest		12.5280316 acres		Larry E. Vest, Dorothy V. Taylor and Floyd K. Vest, as trustees of the Trust for Larry E. Vest
	Trust for Floyd K. Vest	55-12515	9.672 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Dorothy V. Taylor	55-2658	0.101 CFS	Underground Water Well	Trust for Floyd K. Vest
	Trust for Larry E. Vest	55-8796	0.066 CFS	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Dorothy V. Taylor	55-107	47.36 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Larry E. Vest	55-8798	18.04 Acre Feet	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Floyd K. Vest	55-12516	51.76 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Dorothy V. Taylor	55-411	0.28 Acre Feet	Underground Water Well	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8797	29.32 Acre Feet	Underground Water Well	Trust for Larry E. Vest
	Trust for Floyd K. Vest	55-12514	48.66 Acre Feet	Point of Diversion	Trust for Floyd K. Vest
	Trust for Dorothy V. Taylor	55-4138	1.034 CFS	Point of Diversion	Trust for Dorothy V. Taylor
	Trust for Larry E. Vest	55-8792	0.506 CFS	Point of Diversion	Trust for Larry E. Vest
13-059:0044	Trust for Dorothy V. Taylor		12.249479 acres		Larry E. Vest, Dorothy V. Taylor and Floyd K. Vest, as trustees of the Trust for Dorothy V. Taylor
	Trust for Floyd K. Vest	55-12514	48.66 Acre Feet	Point of Diversion	Trust for Dorothy V. Taylor
	Trust for Dorothy V. Taylor	55-4138	1.034 CFS	Point of Diversion	Trust for Floyd K. Vest
	Trust for Larry E. Vest	55-8792	0.506 CFS	Point of Diversion	Trust for Dorothy V. Taylor
		55-107	26.84 Acre Feet		Trust for Larry E. Vest
		55-107, 12516	32.36 Acre Feet		
13-059:0045	Vest Management Limited Partnership		12.429349 acres		Vest Management Limited Partnership
13-059:0066	Floyd K. Vest Living Trust		0.714118 acres		Floyd K. Vest and Kurt V. Vest, as Trustees of the Floyd K. Vest Living Trust, u/a/d November 19, 1998, as amended and restated by the First Amendment of the Floyd K. Vest Living Trust adopted October 2, 2007 and as amended and restated by the Second Amendment of the Floyd K. Vest Living Trust adopted August 22, 2013
	Floyd K. & Marcia W. Vest	55-8087	0.015 CFS & 1.59 Acre Feet	Underground Water Well	Floyd K. & Marcia W. Vest
	Elbert K. Vest	55-331	0.334 CFS	Underground Water Well	Elbert K. Vest
13-062:0029	Vest Management Limited Partnership		29.427646 acres		Vest Management Limited Partnership
	Floyd K. Vest	55-890	0.4 CFS	Underground Water Well	Floyd K. Vest
	Elbert Kay Vest	55-757	0.015 CFS	Underground Water Well	Elbert Kay Vest
13-062:0076	DLF Vest LLC		6.112166 acres		DLF Vest LLC
	Elbert Kay Vest	55-758	0.015 CFS	Underground Water Well	Elbert Kay Vest
	Elbert K. Vest	55-4139	1.23 CFS	Point of Diversion	Elbert K. Vest
13-062:0077	DLF Vest LLC		12.584151 acres		DLF Vest LLC
	Elbert K. Vest	55-3921	0.1 CFS	Underground Water Well	Elbert K. Vest