

STATE OF UTAH



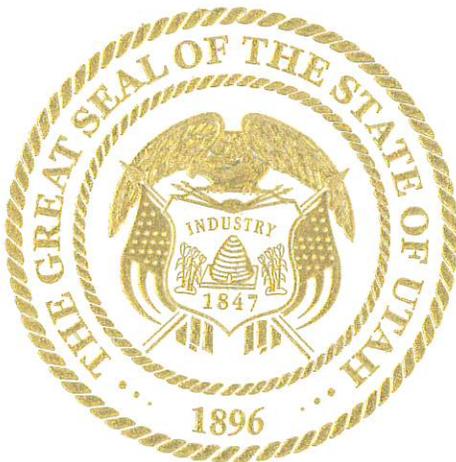
OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice for the JES AND CLAIRE SCOTT ANNEXATION, located in AMERICAN FORK CITY, dated FEBRUARY 27, 2025, complying with §10-2-407, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the JES AND CLAIRE SCOTT ANNEXATION, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 13th day of March, 2025 at Salt Lake City, Utah.



A handwritten signature in black ink, reading "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor

ORDINANCE NO. 2025-02-08

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE JES AND CLAIRE SCOTT ANNEXATION, CONSISTING OF 1.504 ACRES AT APPROXIMATELY 305 EAST 620 SOUTH AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on April 29, 2024, by Jes and Claire Scott, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on May 14, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on May 21, 2024; and

WHEREAS, a 30-day protest period was held and no written protests that would affect the proposed annexation were received; and

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on September 24, 2024, pursuant to Utah Code Ann §10-2-407(7).

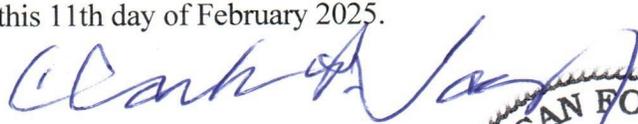
NOW, THEREFORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the Jes and Claire Scott Annexation consisting of 1.504 acres at approximately 305 East 620 South into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment "A".

SECTION II. That the territory annexed under Section 1 above is hereby classified into the GC-2 (Planned Commercial) zone as shown in Attachment "B" and subject to the terms and conditions of the Jes and Claire Scott Annexation Agreement as provided in Attachment 'B'.

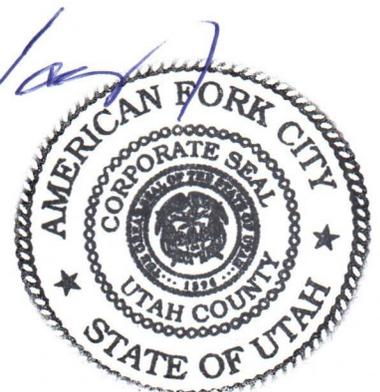
SECTION III. This ordinance shall take effect upon its passage and first publication.

PASSED by the City Council of American Fork this 11th day of February 2025.


Clark P. Taylor, Mayor Pro Tem

ATTEST:


Terilyn Lurker, City Recorder



ATTACHMENT "A"

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL 1 OF THE TRI VALLEY/ VINYL ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 51099:2010, MAP NO. 13266, WHICH POINT IS NORTH 00°03'16" WEST ALONG THE SECTION LINE 681.88 FEET, AND EAST 329.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE THE FOLLOWING (5) COURSES WHICH ARE ALONG SAID TRI VALLEY/ VINYL ANNEXATION: (1) SOUTH 88°58'00" EAST 138.01 FEET (135.04 FEET BY RECORD ANNEXATION); (2) NORTH 82°01'53" EAST 31.45 FEET; (3) NORTH 00°17'00" EAST 165.76 FEET; (4) EAST 1.88 FEET; (5) NORTH 7.45 FEET TO A POINT ON THE SOUTH LINE OF THE M.J. CONDER ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 44256:1978, MAP NO. 2235; THENCE SOUTH 88°26'00" EAST 238.10 FEET ALONG THE SOUTHERLY LINE OF SAID M.J. CONDER ANNEXATION TO A POINT ON THE WESTERLY LINE OF THE DONNA DEAN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 2656:2005, MAP NO. 10874; THENCE THE FOLLOWING (2) COURSES WHICH ARE ALONG SAID DONNA DEAN ANNEXATION: (1) SOUTH 00°17'39" WEST 174.57 FEET (174.52 FEET BY RECORD ANNEXATION); (2) SOUTH 88°26'43" EAST 166.48 FEET (165.75 FEET BY RECORD ANNEXATION) TO A POINT ON THE WESTERLY LINE OF THE L.W. HANSEN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 50379:2006, MAP NO. 11617; THENCE ALONG SAID L.W. HANSEN ANNEXATION SOUTH 00°14'35" EAST 30.51 FEET TO A POINT ON THE NORTHERLY LINE OF THE CROSBY ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 12464:1990, MAP NO. 3934; THENCE WEST 439.05 FEET ALONG SAID CROSBY ANNEXATION, ALSO BEING ALONG THE NORTH LINE OF PARCEL 2 OF SAID TRI VALLEY/ VINYL ANNEXATION AND THE NORTH LINE OF THE CURTIS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 143142:2007, MAP NO. 12505, TO A POINT ON THE NORTHWEST CORNER OF SAID CURTIS ANNEXATION; THENCE SOUTH 73.99 FEET (73.98 FEET BY RECORD ANNEXATION) ALONG SAID CURTIS ANNEXATION TO A POINT ON THE NORTHEASTERLY LINE OF THE BOYDE G. WILLIAMS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 85828:2004, MAP NO. 10608; THENCE NORTH 49°52'09" WEST 178.46 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 65,510 SQUARE FEET OR 1.504 ACRES, MORE OR LESS.

BASIS OF BEARINGS = NORTH 00°03'16" WEST ALONG THE SECTION LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE WEST QUARTER CORNER OF SAID SECTION.

**ANNEXATION AGREEMENT
(Jes and Claire Scott Annexation)**

This Annexation Agreement ("Agreement"), made and entered into this 11 day of February, 2025, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Jes and Claire Scott, an owner (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of the majority of certain parcels of privately-owned real property constituting of the Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

WHEREAS, a "Petition for Annexation" (Attachment 1 to this Agreement), together with a plat (Attachment 2 to this Agreement) have been prepared by the Applicant and show the real property proposed for annexation (hereafter referred to as "Annexation Area");

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-05-14R, accepting the Petition for Annexation;

WHEREAS, 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) 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 the terms and conditions of this Agreement

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 and Annexation Contingency: 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. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny 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 herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority of Applicant: Applicant hereby affirms that it is the current owner of the total private land area within the Annexation Area and has complete authority to enter into this Agreement and bind the property hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Design Commercial. Therefore, the zone classification attached to the parcel shall be GC-2 (Planned Commercial). A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 5 - Right-of-way to be Conveyed: The City's General Plan provides for the development of a local road ("Local Road") which will be located on 620 South and 330 East. Applicant has previously dedicated and conveyed to the City said right-of-way by way of the Jes and Claire Scott Agreement executed on June 11, 2024. Any additional right-of-way necessary for the Local Road in the location shown on the street dedication map prepared by the Applicant and approved by the City (Attachment 4 to this Agreement) shall be dedicated and conveyed as a condition of annexation. Applicant shall have no obligation to construct any right-of-way improvements for the Local Road unless and until any improvement or development occurs within the Annexation Area. Development of the Local Road will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Applicant shall be responsible for the cost of all minimum level of improvements at the time of improvement or development.

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's 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 within the Annexation Area.

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 ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time 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 any generally applicable 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 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - 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 Jes and Claire Scott, 305 East 620 South, American Fork, Utah 84003.

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and may be changed only in writing signed by all parties.

SECTION 13 — Severability: The provisions of this Agreement shall be deemed to be severable, and if any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect or limit the validity or enforceability of the remaining provisions hereof.

SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

AMERICAN FORK CITY

Verlynn Lusk

ATTEST: City Recorder

Bradley J. Frost
Bradley J. Frost, Mayor

Jess Scott
Jess Scott

1-24-25

Claire M. Scott
Claire Scott

1-24-25



ATTACHMENT #1

CERTIFICATION OF PETITION FOR ANNEXATION

May 21, 2024

VIA EMAIL to:

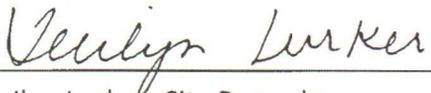
Contact Sponsor – Jes and Claire Scott

American Fork City Mayor and Council Members

Utah County Commissioners

I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation for the Jes and Claire Scott Annexation that was filed with my office on April 29, 2024. On May 14, 2024, the American Fork City Council adopted Resolution No. 2024-05-14R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-403(3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-405(2).

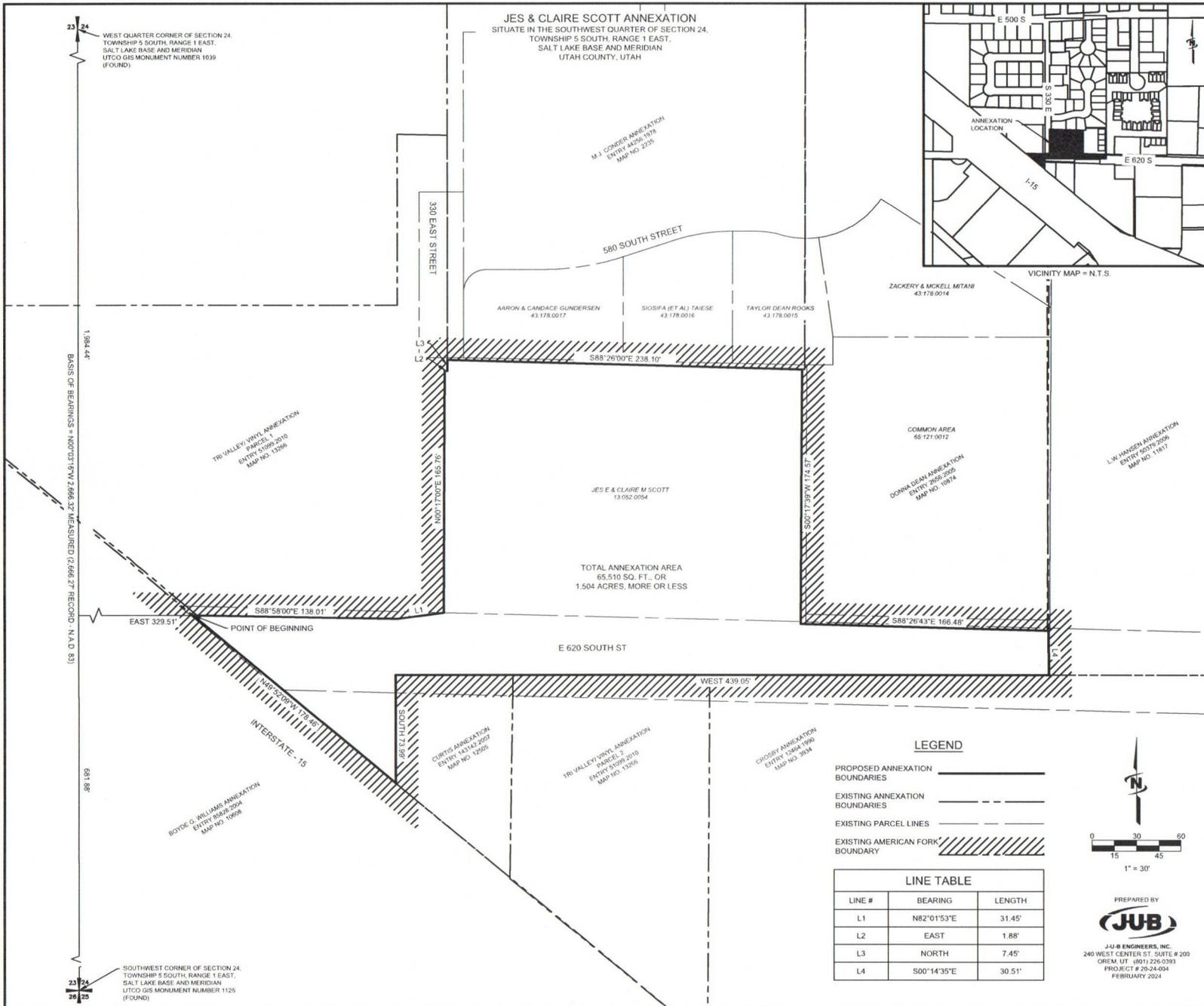
Dated this 21st day of May, 2024.



Terilyn Lurker, City Recorder



ATTACHMENT #2



SURVEYOR'S CERTIFICATE

I, TANNER BECK, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NUMBER 1321493 IN ACCORDANCE WITH TITLE 56, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED 1953 AS AMENDED. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

DRAFT
 TANNER BECK, P.L.S. DATE

ANNEXATION BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF PARCEL 1 OF THE TRI VALLEY VINYL ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 5109/2010, MAP NO. 13206, WHICH POINT IS NORTH 00°07'16" WEST ALONG THE SECTION LINE 681.88 FEET, AND EAST 329.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THENCE THE FOLLOWING (2) COURSES WHICH ARE ALONG SAID TRI VALLEY VINYL ANNEXATION: (1) SOUTH 88°59'00" EAST 138.01 FEET (135.04 FEET BY RECORD ANNEXATION); (2) NORTH 82°01'57" EAST 31.45 FEET; (3) NORTH 00°17'00" EAST 165.76 FEET; (4) EAST 1.88 FEET; (5) NORTH 7°45' FEET TO A POINT ON THE SOUTH LINE OF THE M.J. CONDER ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 44226/1978, MAP NO. 2235, THENCE SOUTH 88°26'00" EAST 238.10 FEET ALONG THE SOUTHERLY LINE OF SAID M.J. CONDER ANNEXATION TO A POINT ON THE WESTERLY LINE OF THE DONNA DEAN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 2858/2005, MAP NO. 10874, THENCE THE FOLLOWING (2) COURSES WHICH ARE ALONG SAID DONNA DEAN ANNEXATION: (1) SOUTH 00°17'39" WEST 174.57 FEET (174.56 FEET BY RECORD ANNEXATION); (2) SOUTH 88°26'13" EAST 166.48 FEET (165.75 FEET BY RECORD ANNEXATION) TO A POINT ON THE WESTERLY LINE OF THE L.W. HANSEN ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 50379/2006, MAP NO. 11817, THENCE ALONG SAID L.W. HANSEN ANNEXATION SOUTH 00°14'53" EAST 30.51 FEET TO A POINT ON THE NORTHERLY LINE OF THE CROSBY ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 12484/1990, MAP NO. 3934, THENCE WEST 439.95 FEET ALONG SAID CROSBY ANNEXATION, ALSO BEING ALONG THE NORTH LINE OF PARCEL 2 OF SAID TRI VALLEY VINYL ANNEXATION AND THE NORTH LINE OF THE CURTIS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 14142/2007, MAP NO. 12595, TO A POINT ON THE NORTHWEST CORNER OF SAID CURTIS ANNEXATION, THENCE SOUTH 73.99 FEET (73.98 FEET BY RECORD ANNEXATION) ALONG SAID CURTIS ANNEXATION TO A POINT ON THE NORTH-EASTERLY LINE OF THE BOYDE G. WILLIAMS ANNEXATION AS SHOWN AND DESCRIBED ON THE OFFICIAL PLAT THEREOF ON FILE AT THE OFFICE OF THE UTAH COUNTY RECORDER AS ENTRY 85428/2004, MAP NO. 10904, THENCE NORTH 49°02'59" WEST 178.48 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ANNEXATION BOUNDARY CONTAINS 65,510 SQUARE FEET OR 1.504 ACRES, MORE OR LESS.

APPROVAL OF LEGISLATIVE BODY

WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OR PENINSULA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT, PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER AND ADOPTED AN ORDINANCE PROVIDING FOR THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-2-414 UTAH CODE ANNOTATED AS AMENDED; AND (2) THAT THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON AS PART OF AMERICAN FORK CITY, TO BE KNOWN HERE AFTER AS THE JES & CLAIRE SCOTT ANNEXATION.

DATED THIS _____ DAY OF _____ A.D. 2024

MAYOR _____ CITY COUNCIL MEMBER _____
 CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
 CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
 ATTEST: _____ CLERK - CITY RECORDER _____

APPROVAL BY COUNTY SURVEYOR

THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. 17-23-20 AS AMENDED.

COUNTY SURVEYOR _____

FINAL LOCAL ENTITY PLAT
JES & CLAIRE SCOTT ANNEXATION

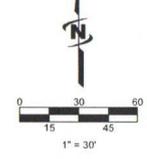
SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH SCALE 1" = 30' SHEET 1 OF 1
 SURVEYOR'S SEAL CITY RECORDER SEAL COUNTY RECORDER

LEGEND

- PROPOSED ANNEXATION BOUNDARIES _____
- EXISTING ANNEXATION BOUNDARIES - - - - -
- EXISTING PARCEL LINES _____
- EXISTING AMERICAN FORK BOUNDARY _____

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N82°01'53"E	31.45'
L2	EAST	1.88'
L3	NORTH	7.45'
L4	S00°14'35"E	30.51'



PREPARED BY
JUB
 JUB ENGINEERS, INC.
 240 WEST CENTER ST. SUITE # 200
 GREY M. UT. 8011226-0393
 PROJECT # 20-24-004
 FEBRUARY 2024

1.984.44' BASIS OF BEARINGS = NORTH 0°19'47.666" WEST 2.666" MEASURED 12.666" RECORD N.A.D. 83
 681.88'

WEST QUARTER CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN UTOCO GIS MONUMENT NUMBER 1039 (FOUND)

SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN UTOCO GIS MONUMENT NUMBER 1125 (FOUND)

JES & CLAIRE SCOTT ANNEXATION
 SITUATE IN THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN UTAH COUNTY, UTAH

JES E & CLAIRE M. SCOTT
 13.052.0054
 TOTAL ANNEXATION AREA
 65,510 SQ. FT., OR
 1.504 ACRES, MORE OR LESS

COMMON AREA
 65.121.0012

ZACKERY & MCKELL MITANI
 43.178.0014

DONNA DEAN ANNEXATION
 ENTRY 2858/2005
 MAP NO. 10874

L.W. HANSEN ANNEXATION
 ENTRY 50379/2006
 MAP NO. 11817

M.J. CONDER ANNEXATION
 ENTRY 44226/1978
 MAP NO. 2235

AARON & CANDACE GUNDERSEN
 43.178.0017

SIOSSIFA (ET AL) TAIJISE
 43.178.0016

TAYLOR DEAN ROOKS
 43.178.0015

300 EAST STREET

E 620 SOUTH ST

TRI VALLEY VINYL ANNEXATION
 PARCEL 1
 ENTRY 5109/2010
 MAP NO. 13206

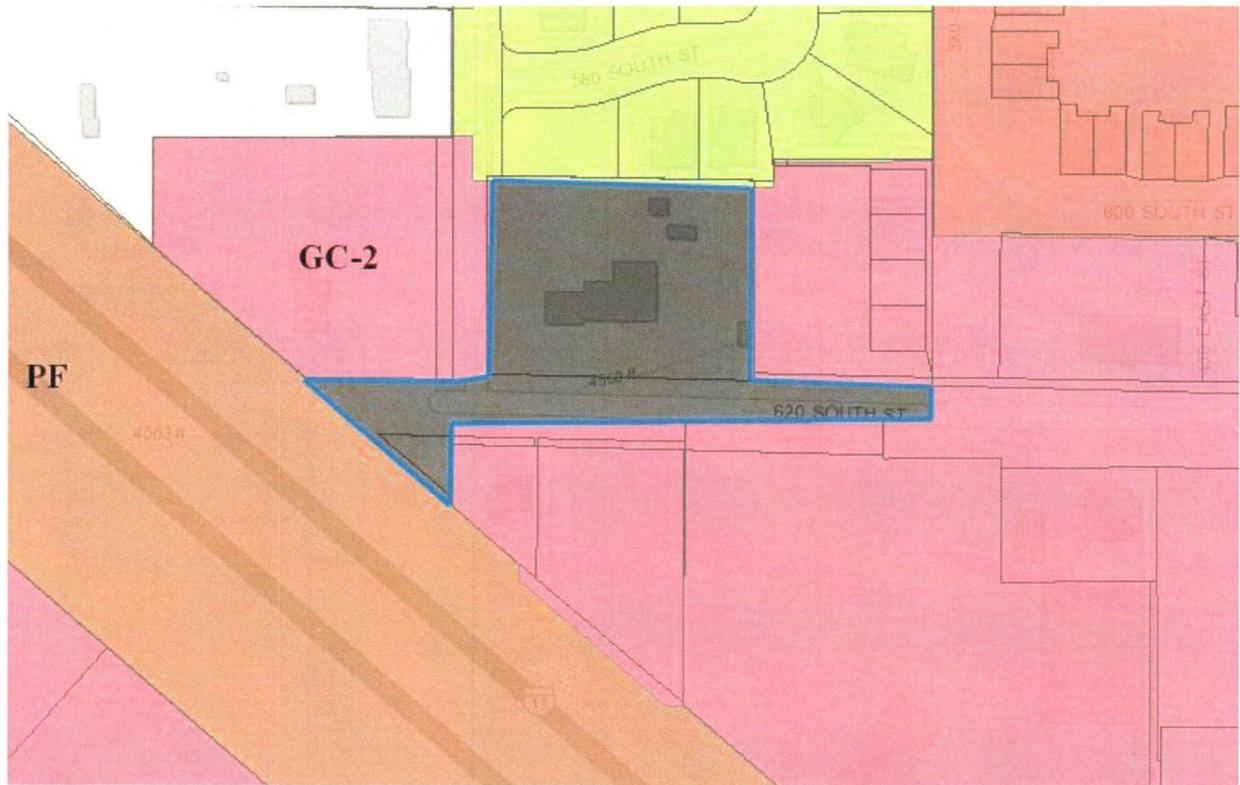
BOYDE G. WILLIAMS ANNEXATION
 ENTRY 85428/2004
 MAP NO. 10904

CURTIS ANNEXATION
 ENTRY 14142/2007
 MAP NO. 12595

TRI VALLEY VINYL ANNEXATION
 PARCEL 2
 ENTRY 5109/2010
 MAP NO. 13206

CROSBY ANNEXATION
 ENTRY 12484/1990
 MAP NO. 3934

ATTACHMENT #3



ATTACHMENT #4

SURVEYOR'S CERTIFICATE

I, TANNER BECK DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 1321183 IN ACCORDANCE WITH TITLE 68, CHAPTER 22 OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, A SURVEY WAS MADE UNDER MY DIRECTION OF THE ROAD DEDICATION AREA SHOWN AND DESCRIBED ON THIS PLAT. I CERTIFY THAT SAID SURVEY WAS CONDUCTED IN ACCORDANCE WITH SECTION 17-23-17, UTAH CODE ANNOTATED, 1953 AS AMENDED. I FURTHER CERTIFY THAT I HAVE VERIFIED ALL MEASUREMENTS SHOWN ON THIS PLAT. NO MONUMENTS WERE PLACED TO MARK THE DEDICATION AREA ON THE GROUND. I HEREBY STATE THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, BELIEF AND IN MY PROFESSIONAL OPINION.

DRAFT

TANNER BECK, P.L.S. DATE

BOUNDARY DESCRIPTION

A PARCEL OF LAND FOR PUBLIC RIGHT OF WAY AND ROADWAY PURPOSES, BEING PART OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED ON OCTOBER 24, 1994 AS ENTRY NUMBER #100, BOOK 3554, ON PAGE 360, WHICH ENTIRE TRACT OF LAND IS SUBJECT TO THE PROVISIONS OF THAT CERTAIN BOUNDARY LINE AGREEMENT RECORDED ON OCTOBER 27, 2004 AS ENTRY 120792004 AT THE OFFICE OF THE UTAH COUNTY RECORDER, BEING SITUATE IN THE SW1/4SW1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS NORTH 09°02'46" WEST 159.84 FEET AND EAST 502.21 FEET MORE OR LESS FROM THE SOUTHWEST CORNER OF SAID SECTION 24, AND RUNNING THENCE SOUTH 88°46'57" EAST 10.17 FEET (NORTH 88°46'00" WEST BY SAID BOUNDARY LINE AGREEMENT) ALONG THE NORTH SIDE OF SAID ENTIRE TRACT TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 330 EAST STREET AS DESCRIBED ON JOSHUA COURT PLAT "B" RECORDED AS ENTRY #2243, 2007 AND MAP NO. 12320 AT THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE RUNNING ALONG THE SOUTHERLY EXTENSION OF SAID EASTERLY RIGHT OF WAY LINE SOUTH 00°00'34" EAST 154.99 FEET TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY 23.15 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 80°36'47", THE CHORD OF WHICH BEARS SOUTH 44°13'50" EAST 20.92 FEET; THENCE SOUTH 88°27'17" EAST 215.16 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, WHICH POINT IS ALSO ON THE NORTHERLY RIGHT OF WAY LINE OF 620 SOUTH STREET AS DESCRIBED ON THE COMMERCIAL CENTER PLANNED UNIT DEVELOPMENT PLAT "A" RECORDED AS ENTRY 37332, 2005 AND MAP NO. 11033 AT THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE SOUTH 11°37' WEST 6.98 FEET (SOUTH 09°27'11" BY SAID BOUNDARY LINE AGREEMENT) ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THAT CERTAIN STREET DEDICATION PLAT TITLED "620 ROAD ROW 7300 NORTH STREET FROM INTERSTATE 15 TO 5300 WEST STREET" RECORDED AS MAP NO. 3058-42, TRACING NUMBER 146-20 AT THE OFFICE OF THE UTAH COUNTY RECORDER, THENCE NORTH 88°26'43" WEST 240.81 FEET; MORE OR LESS, ALONG SAID NORTHERLY RIGHT OF WAY LINE TO A POINT ON THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE NORTH 09°17'00" EAST 176.45 FEET, MORE OR LESS, ALONG SAID WESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.518 SQUARE FEET OR 0.081 ACRE, MORE OR LESS.

BASIS OF BEARINGS = NORTH 80°01'16" WEST ALONG THE SECTION LINE BETWEEN THE SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND THE WEST QUARTER CORNER OF SAID SECTION.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED ON THIS PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO STREETS AND DO HEREBY DEDICATE ANY PUBLIC STREETS AND OTHER PUBLIC AREAS SHOWN THEREON FOR THE PERPETUAL USE OF THE PUBLIC.

DATED THIS _____ DAY OF _____, A.D. 2024

NAME _____ TITLE _____

APPROVAL OF LEGISLATIVE BODY

THE CITY COUNCIL OF AMERICAN FORK CITY, COUNTY OF UTAH, APPROVES THIS DEDICATION PLAT AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC.

DATED THIS _____ DAY OF _____, A.D. 2024

MAYOR _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

APPROVED _____ ATTEST _____
CITY ENGINEER _____ CLERK - CITY RECORDER _____

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE AMERICAN FORK CITY PLANNING COMMISSION

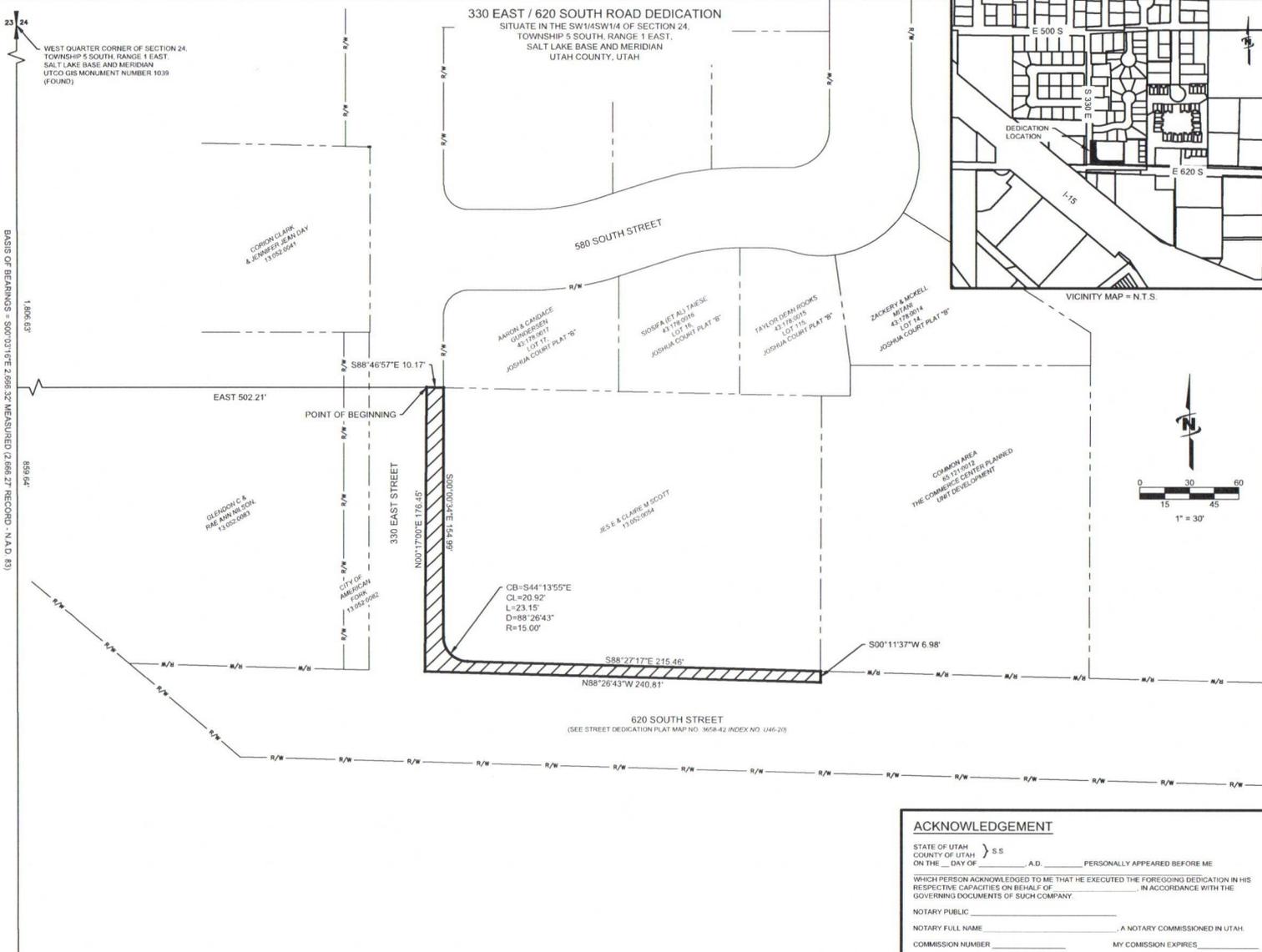
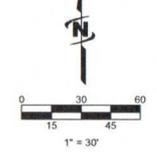
PLANNER _____ CHAIRMAN, PLANNING COMMISSION _____

330 EAST / 620 SOUTH ROAD DEDICATION

SITUATE IN THE SW1/4SW1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

AMERICAN FORK CITY, UTAH COUNTY, UTAH SCALE 1" = 30' SHEET 1 OF 1

SURVEYOR'S SEAL _____ NOTARY PUBLIC SEAL _____ CLERK RECORDER SEAL _____



ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____ IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____, A NOTARY COMMISSIONED IN UTAH.

NOTARY FULL NAME _____ MY COMMISSION EXPIRES _____

ACKNOWLEDGEMENT

STATE OF UTAH } S.S.
COUNTY OF UTAH }
ON THE ____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME

WHICH PERSON ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING DEDICATION IN HIS RESPECTIVE CAPACITIES ON BEHALF OF _____ IN ACCORDANCE WITH THE GOVERNING DOCUMENTS OF SUCH COMPANY.

NOTARY PUBLIC _____, A NOTARY COMMISSIONED IN UTAH.

NOTARY FULL NAME _____ MY COMMISSION EXPIRES _____

LEGEND

- DEDICATION AREA
- EXISTING RIGHT OF WAY LINES R/W
- EXISTING PARCEL LINES

PREPARED BY
JUB
JUB ENGINEERS, INC.
240 WEST CENTER ST. SUITE # 200
ORIM, UT 84051-226-0393
PROJECT # 2024-004
FEBRUARY 2024

BASIS OF BEARINGS = S00°01'16" E 266.32' MEASURED (266.27' RECORD - N.A.D. 83)

SOUTHWEST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, UTO CGS MONUMENT NUMBER 1125 (FOUND)

23 24
26 25

ATTACHMENT #5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the 11th day of February, 2025 (“**Effective Date**”), by and between JES and Claire Slott (“**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. 13:052:0054 (“**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 Feb, 11 2025. 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. Conveyance of Water Rights/Shares. 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 (“**Water Conveyance**”). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance 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 Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance 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 Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance 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.

6. Cessation of Owner’s Use. Upon conveyance of the required Water Conveyance to the City, Owner shall immediately cease any and all use of the Water Conveyance.

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

Bradley J. Frost
Bradley J. Frost, Mayor

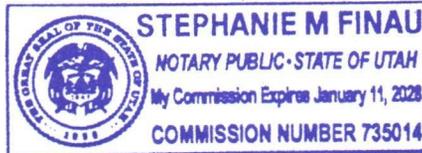
Attest: Terilyn Lurker
Terilyn Lurker, City Recorder

STATE OF UTAH)
:ss
COUNTY OF Utah)

On the 27th day of February, 2025, 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.

Stephanie Finau
NOTARY PUBLIC

[OWNER]



(owner)

Joe E. Scott

Claire M Scott

STATE OF UTAH)
:SS
COUNTY OF Utah)



On the 22 day of January, 2025, Joe and Claire Scott personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

[Signature]
NOTARY PUBLIC



PHONE: (801) 763-3000
FAX: (801) 763-3033
WEB: www.americanfork.gov

51 E Main St
American Fork, UT
84003

****NOTICE OF IMPENDING BOUNDARY ACTION****

February 27, 2025

Lt. Governor's Office
P.O. Box 142325
Salt Lake City, Utah 84114-2325

RE: Jes and Claire Scott Annexation

To Whom It May Concern:

At the February 11, 2025, City Council meeting, American Fork City adopted Ordinance No. 2025-02-08 which approved the Jes and Claire Scott Annexation into American Fork City. Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map.

American Fork City certifies that all requirements applicable to Utah Code Title 10 Utah Municipal Code Part 4 Annexation have been met for the above annexation. American Fork seeks a Certificate of Annexation as described in Utah Code 10-2-407.

Please send the Certificate of Annexation to:
American Fork City Recorder
51 East Main
American Fork, UT 84003

If you have any questions or need further information, please call me at 801-763-3000.

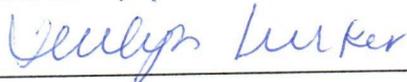
Sincerely,

David Bunker, City Administrator

State of Utah
County of Utah

On this 3rd day of March, 2025, personally appeared David Bunker, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



Notary Public

