

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 of annexation known as the WEST MEADOWS AT SPANISH FORK ANNEXATION, located in SPANISH FORK CITY, dated JUNE 12, 2025, complying with §10-2-806, 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 WEST MEADOWS AT SPANISH FORK 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 20th day of June, 2025 at Salt Lake City, Utah.

DEIDRE M. HENDERSON
Lieutenant Governor

ORDINANCE No. 02-2025

ROLL CALL

VOTING	YES	NO	ABSENT	ABSTAIN
MIKE MENDENHALL <i>Mayor (votes only in case of tie)</i>	X			
LANDON TOOKE <i>Councilmember</i>	X			
STACY BECK <i>Councilmember</i>	X			
JESSE CARDON <i>Councilmember</i>		X		
SHANE MARSHALL <i>Councilmember</i>		X		
KEVIN OYLER <i>Councilmember</i>			X	

I MOVE this ordinance be adopted: Beck

I SECOND the foregoing motion: Tooke

ORDINANCE No. 02-2025

**AN ORDINANCE ANNEXING AND ZONING PROPERTY
KNOWN AS THE WEST MEADOWS AT SPANISH FORK ANNEXATION**

WHEREAS a petition has been filed with Spanish Fork City by Garrison Capital Holdings LLC, JR Rents LLC, RFM Real Estate LC, Bert Timpson Family Inter Vivos Revocable Trust Agreement 03-08-1989 and Craig Larsen, the owners of property representing a majority of the assessed valuation of real property hereinafter described, which property lies contiguous to the corporate limits of Spanish Fork City;

WHEREAS the Petitioners have also submitted an accurate plat of said territory and have filed the same with the City Recorder (attached as Exhibit A hereto);

WHEREAS on July 2, 2024, the Spanish Fork City Council accepted the petition for further consideration and on July 10, 2024, certified it to the Utah County Boundary Commission, pursuant to Utah Code Ann. § 10-2-405;

WHEREAS the Spanish Fork City Recorder certified that the petition complies with the requirements of Utah Code Ann. § 10-2-403, as they pertain to annexations;

WHEREAS publication of the certification took place on July 10, 2024, July 17, 2024 and July 24, 2024;

WHEREAS no protests were received concerning the annexation petition;

WHEREAS a public hearing was held before the Spanish Fork City Council on May 6, 2025, pursuant to Utah Code Ann. § 10-2-407, with notice having taken place in accordance with said section; and

WHEREAS, at the public hearing, the City Council heard the comments and discussion concerning the annexation and zoning of the property;

NOW THEREFORE, be it enacted and ordained by the Spanish Fork City Council as follows:

Section 1. Annexation. The boundaries of Spanish Fork City are hereby extended so as to include and incorporate within the said City limits the following described land:

BEGINNING AT A POINT ON THE EXISTING SALEM CITY BOUNDARY ACCORDING TO THE WRIGHT ADDITION ANNEXATION ACCORDING TO THE OFFICIAL PLAT ON FILE AS MAP 12814 IN THE UTAH COUNTY SURVEYOR'S OFFICE, SAID POINT BEING LOCATED SOUTH 89°57'00" WEST ALONG THE SECTION LINE 78.27 FEET AND SOUTH 96.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°29'00" WEST

710.70 FEET ALONG SAID SALEM CITY BOUNDARY; THENCE NORTH 0017'35" WEST 1442.77 FEET; THENCE SOUTH 89°35'14" WEST 584.11 FEET; THENCE SOUTH 30°48'16" WEST 166.15 FEET; THENCE NORTH 41.43 FEET; THENCE SOUTH 30°54'00" WEST 51.28 FEET; THENCE NORTH 0014'13" EAST 22.42 FEET; THENCE NORTH 30°54'01" EAST 769.94 FEET; THENCE ALONG THE ARC OF A 11,339.16-FOOT RADIUS CURVE TO THE RIGHT 953.80 FEET (CHORD BEARS N 35°02'34" E 953.52 FEET); THENCE NORTH 89°33'32" EAST 434.83 FEET; THENCE SOUTH 00°08'27" WEST 1653.65 FEET; THENCE EAST 40.10 FEET; THENCE ALONG THE EXISTING SPANISH FORK CITY BOUNDARY ACCORDING TO THE THOMAS FARMS ANNEXATION SOUTH 00°00'52" WEST 1113.12 FEET TO THE POINT OF BEGINNING.


AREA: 2,191,886 SQ. FT. OR 50.32 ACRES, MORE OR LESS

Section 2. Zoning Classification. Pursuant to Spanish Fork Municipal Code § 15.3.08.030(E), the property is hereby zoned Rural Residential as shown in the attached exhibit B.

Section 3. Not Part of Municipal Code. This ordinance shall not become part of the Spanish Fork Municipal Code.

Section 4. Effective Date. This ordinance shall become effective upon posting.

PASSED AND ORDERED PUBLISHED BY THE CITY COUNCIL OF SPANISH FORK,
UTAH: MAY 6, 2025.


MIKE MENDENHALL, Mayor

Attest:


TARA SILVER, City Recorder



ANNEXATION AGREEMENT FOR THE WEST MEADOWS ANNEXATION

THIS ANNEXATION AGREEMENT (the "Agreement") is entered into as of 6/12, 2025, by and among Garrison Capital Holdings LLC, a Utah Limited Liability Company; J R Rents LLC, a Utah Limited Liability Company; RFM Real Estate LC, a Utah Limited Liability Company; West Meadows Investment Partners LLC, a Utah Limited Liability Company; and the BERT TIMPSON FAMILY INTERVIVOS REVOCABLE TRUST AGREEMENT, u/a/d 03-08-1989; ("Owners"), and Spanish Fork City ("City"), (individually a "Party" or collectively, the "Parties").

RECITALS

A. WHEREAS the Owners have filed a Petition with the City (the "Petition"), formally requesting the annexation of approximately 50.32 acres of property in the vicinity of 1600 West and SR 164 in Utah County (2300 West 1900 South, Spanish Fork) (hereinafter collectively referred to as the "Annexed Area"), which Property is described and shown in **Exhibit A**;

B. WHEREAS the Annexed Area also includes public right-of-way property owned by Utah County;

C. WHEREAS the Owners of the parcels have consented to be in the Annexed Area and have requested the Rural Residential (R-R) zoning designation;

D. WHEREAS the Parties intend to enter into this Agreement to allow the Owners and the City to agree on issues such as utilities, public infrastructure, and other development objectives prior to development of the Annexed Area;

E. WHEREAS this process will lead to an attractive community that functions in a way that will add quality of life to future residents while allowing the City to provide municipal services in a cost-effective and efficient manner and in accordance with the Spanish Fork City General Plan, applicable zoning ordinances, and the Development Standards of the City;

F. WHEREAS approval of this Agreement does not grant subdivision approval, site plan approval, or approval of any building permit, or other land use activity regulated by Spanish Fork City ordinances; and

G. WHEREAS the Owners expressly acknowledge that nothing in this agreement shall be deemed to relieve the Owners from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, nor does it limit the future exercise of the police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement;

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

SECTION I. DEFINITIONS

Unless the context requires a different meaning, any term or phrase used in this Agreement shall have that meaning given to it by the Spanish Fork City Land Use Ordinance (Spanish Fork Municipal Code, Title 15) in effect on the date a complete application is properly submitted. Certain other terms and phrases are referenced below. In the event of a conflict in definitions, that definition that provides the most restrictive development latitude shall prevail.

- 1.1 **Annexed Area** means approximately 50.32 acres being annexed into Spanish Fork City, known as the West Meadows Annexation, as described and shown in Exhibit A.
- 1.2 **City** means Spanish Fork City, Utah. In certain contexts, City may mean a representative authorized by position or the City Council to make a decision. City may also mean the geographic extent of the municipality.
- 1.3 **Construction Standards** means the standards set forth in Spanish Fork City Policy 4, as created by the Public Works Division of the Engineering Department.

- 1.4 **Development Standards** means those the Design and Development Standards set forth in Title 15 of the Spanish Fork Municipal Code.
- 1.5 **Owners** means the Owners as that term is defined above, and incorporates successors or assigns to whom the rights and responsibilities of this agreement have been transferred.
- 1.6 **Project Area** means the property within the Annexed Area owned or controlled by the Owners, as shown in **Exhibit A**.

SECTION II. GENERAL RIGHTS AND RESPONSIBILITIES

2.1 General Rights and Responsibilities of the Owners

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

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

2.2 General Rights and Responsibilities of the City

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

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

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

SECTION III. SPECIFIC RIGHTS AND RESPONSIBILITIES

3.1 Municipal Utilities

3.1.1 Obligations of the Owners.

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

meet the needs for the Project Area. A map illustrating the Owners' obligation to install utilities is attached as **Exhibit B**. Also included with the obligations is the following:

- A. When requested by Utah County and for just compensation from Utah County, dedicate the necessary right-of-way for the Loafer Mountain Parkway to the extent that such dedications and connections are adjacent to the Property, as outlined in the maps and legal descriptions in **Exhibit C**.
- B. Drinking water, pressurized irrigation, power, and sewer shall be sized to accommodate the current projected growth in the Annexed Area.

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

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

3.1.1.3 Easements. The Owners shall obtain and grant to the City, at no cost to the City, all easements necessary for the installation, operation, maintenance, and replacement of all City utilities, located within or without the Project Area as the City determines to be necessary to adequately and properly serve the Project Area.

3.1.1.4 Master Plan Utility Infrastructure Sizing. The Owners shall design, build, and dedicate to the City the utility infrastructure according to utility master plans and City Construction Standards. The timing of construction shall be dependent on project phasing and necessary sizing requirements to meet the standards of service at a level generally provided to other areas of the City and as determined by the City Engineer, in accordance with existing City ordinances and standards.

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

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

3.1.2 Obligations of City.

3.1.2.1 City Service Obligations. Upon the dedication and

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

3.1.2.2 Reimbursement.

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

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

3.2 Transportation and Pedestrian Improvements

3.2.1 Owners' Obligations. The Owners agree to provide the following transportation and traffic mitigation measures which are intended to reduce the traffic impact anticipated by development of the Project Area.

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

3.3 City Obligations.

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

SECTION IV. ZONING

4.1 Initial Zoning Designation. The initial zoning designation for the Annexation Area shall be set by the City Council in the ordinance approving the annexation. Thereafter, the Owners may seek to amend the zoning designation by applying to amend the zoning map by following the established procedure. The zoning designation for each parcel is intended as Rural Residential (R-R).

SECTION IV. GENERAL PROVISIONS

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

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

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

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

SECTION VI. MISCELLANEOUS

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

provisions.

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

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

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

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

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

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

6.7.1 Mediation. Any and all disputes arising out of or related to this Agreement or the Parties performance hereunder shall be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation. The parties shall: (i) mediate in good faith; (ii) exchange all documents which either believes to

be relevant and material to the issue(s) in dispute; and; (iii) engage and cooperate in such further discovery as the parties agree or mediator suggests may be necessary to facilitate effective mediation. Mediator, venue, and related costs shall be shared equally by the Parties. Venue of the mediation shall be in Utah County. In the event the Parties are unable to agree upon a mediator, the mediator shall be appointed from an approved mediator list provided by the Utah State Bar Association with specialized knowledge of land use and municipal law. The appointment shall take place pursuant to the guidelines set forth by the Utah State Bar. This provision shall be specifically enforceable according to its terms, including but not limited to an action to compel mediation. The prevailing party in any action to enforce in whole or in part this mediation clause or in any subsequent arbitration or mediation shall be entitled to reimbursement of attorneys fees and costs incurred in said action.

6.7.2 Default Litigation. If any Party hereto is required to engage the services of counsel by reason of the default of another Party, the non-defaulting Party shall be entitled to receive its costs and reasonable attorneys' fees, both before and after judgment and whether or not suit be filed. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

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

If to City to:

SPANISH FORK CITY

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

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

If to Owners to:

Garrison Capital Holdings LLC
1309 Coffeen Ave Ste 1200
Sheridan, WY 82801

J R Rents LLC
PO Box 56
Salem, UT 84653

RFM Real Estate LC
5555 E Pioneer Fork Rd
Salt Lake City, UT 84108

The Bert Timpson Family Intervivos Revocable Trust Agreement
1212 South 1000 East
Spanish Fork, UT 84660-2985

West Meadows Investment Partners LLC
12527 Wildflower Ln
Highland, UT 84003

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

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


- Exhibit A Legal description and map of the Annexed Area
- Exhibit B Owner's Obligation to Install Utilities
- Exhibit C Road Dedication

IN WITNESS WHEREOF, this Agreement has been executed by the Parties, by persons duly authorized to execute the same and by Spanish Fork City, acting by and through its City Council as of the 6 day of May, 2025.

SPANISH FORK CITY by:


MIKE MENDENHALL, Mayor

Attest:


TARA SILVER, City Recorder



Garrison Capital Holdings LLC



By: Colby Hatch
Its: manager with Blackwater Capital management LLC.

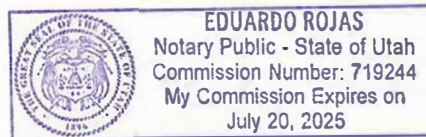
State of Utah)
) §
County of Utah)

On this 4 day of June, in the year 2025, personally appeared before me Colby Elsen Hatch, whose identity was proven on the basis of satisfactory evidence and who by me duly affirmed and did say that he/she is the MANAGER of Garrison Capital Holdings LLC and that he/she had authority to sign in behalf of Garrison Capital Holdings LLC, and acknowledged to me that Garrison Capital Holdings LLC executed the same.

Witness my hand and official seal.



(notary signature)



JR Rents LLC

Rodney J Christensen

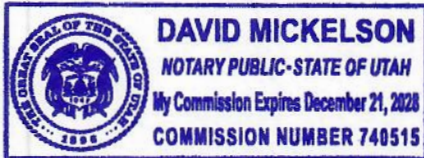
By:

Its: Member

State of Utah)
) §
County of Utah)

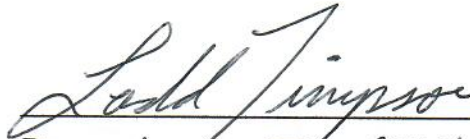
On this 27 day of May, in the year 2025, personally appeared before me Rodney J Christensen, whose identity was proven on the basis of satisfactory evidence and who by me duly affirmed and did say that he/she is the Member of JR Rents LLC and that he/she had authority to sign in behalf of JR Rents LLC, and acknowledged to me that JR Rents LLC executed the same.

Witness my hand and official seal.



David Mickelson
(notary signature)

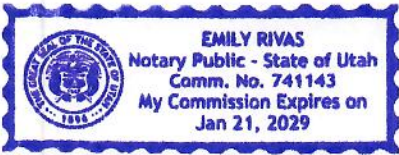
BERT TIMPSON FAMILY INTERVIVOS
REVOCABLE TRUST AGREEMENT,
u/a/d 03-08-1989


By: LADD TIMPSON
Its: Trustee

State of Utah)
) §
County of Utah)

On this 12th day of June, in the year 2025, personally appeared before me Ladd Timpson, whose identity was proven on the basis of satisfactory evidence and who by me duly affirmed and did say that he/she is the Trustee of the BERT TIMPSON FAMILY INTERVIVOS REVOCABLE TRUST AGREEMENT, u/a/d 03-08-1989, and that he/she had authority to sign in behalf of the Trust, and acknowledged to me that the BERT TIMPSON FAMILY INTERVIVOS REVOCABLE TRUST AGREEMENT, u/a/d 03-08-1989, executed the same.

Witness my hand and official seal.




(notary signature)

RFM Real Estate LC

John Freed

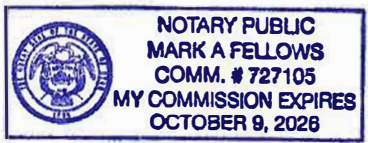
By: *John Freed*

Its: *Managing Member*

State of Utah)
County of *Salt Lake*)§
~~Utah~~)

On this 3 day of June, in the year 2025, personally appeared before me John Freed, whose identity was proven on the basis of satisfactory evidence and who by me duly affirmed and did say that he/she is the Managing member of RFM Real Estate LC and that he/she had authority to sign in behalf of RFM Real Estate LC, and acknowledged to me that RFM Real Estate LC executed the same.

Witness my hand and official seal.



Mark A. Fellows
(notary signature)



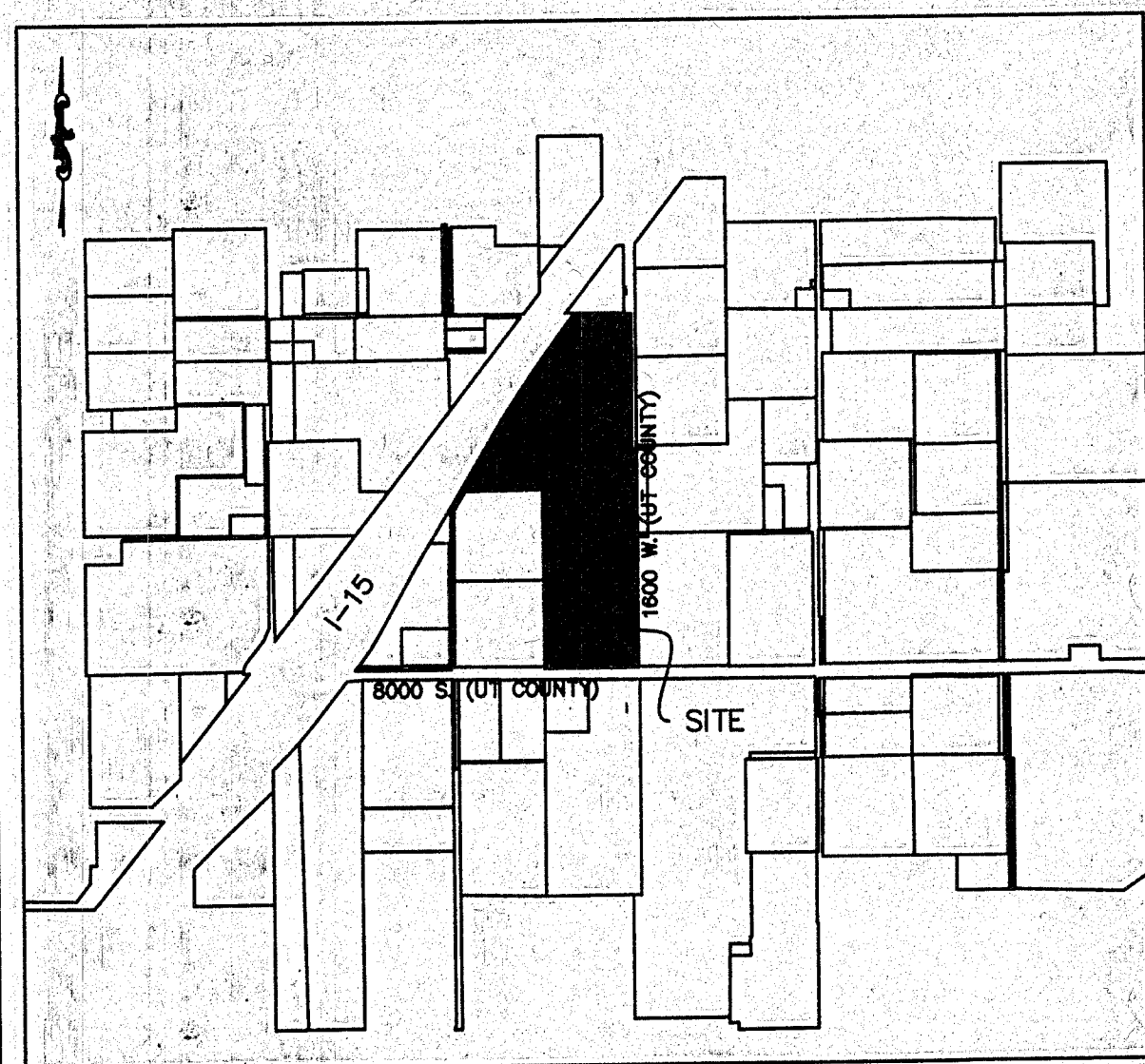
WEST MEADOWS AT SPANISH FORK ANNEXATION

LEGAL DESCRIPTION

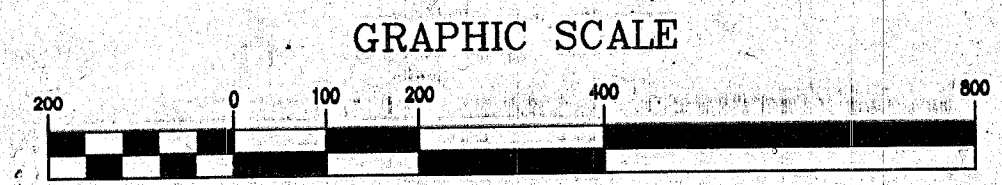
BEGINNING AT A POINT ON THE EXISTING SALEM CITY BOUNDARY ACCORDING TO THE WRIGHT ADDITION ANNEXATION ACCORDING TO THE OFFICIAL PLAT ON FILE AS MAP 12814 IN THE UTAH COUNTY SURVEYOR'S OFFICE, SAID POINT BEING LOCATED SOUTH 89°57'00" WEST ALONG THE SECTION LINE 78.27 FEET AND SOUTH 96.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°29'00" WEST 710.70 FEET ALONG SAID SALEM CITY BOUNDARY; THENCE NORTH 00°17'35" WEST 1442.77 FEET; THENCE SOUTH 89°35'14" WEST 584.11 FEET; THENCE SOUTH 30°48'16" WEST 166.15 FEET; THENCE NORTH 41.43 FEET; THENCE SOUTH 30°54'00" WEST 51.28 FEET; THENCE NORTH 00°14'13" EAST 22.42 FEET; THENCE NORTH 30°54'01" EAST 769.94 FEET; THENCE ALONG THE ARC OF A 11,339.16-FOOT RADIUS CURVE TO THE RIGHT 953.80 FEET (CHORD BEARS N 35°02'34" E 953.52 FEET); THENCE NORTH 89°33'32" EAST 434.83 FEET; THENCE SOUTH 00°08'27" WEST 1653.65 FEET; THENCE EAST 40.10 FEET; THENCE ALONG THE EXISTING SPANISH FORK CITY BOUNDARY ACCORDING TO THE THOMAS FARMS ANNEXATION SOUTH 00°00'52" WEST 1113.12 FEET TO THE POINT OF BEGINNING.

AREA; 2,191,886 SQ. FT. OR 50.32 ACRES, MORE OR LESS

VICINITY MAP
NOT TO SCALE

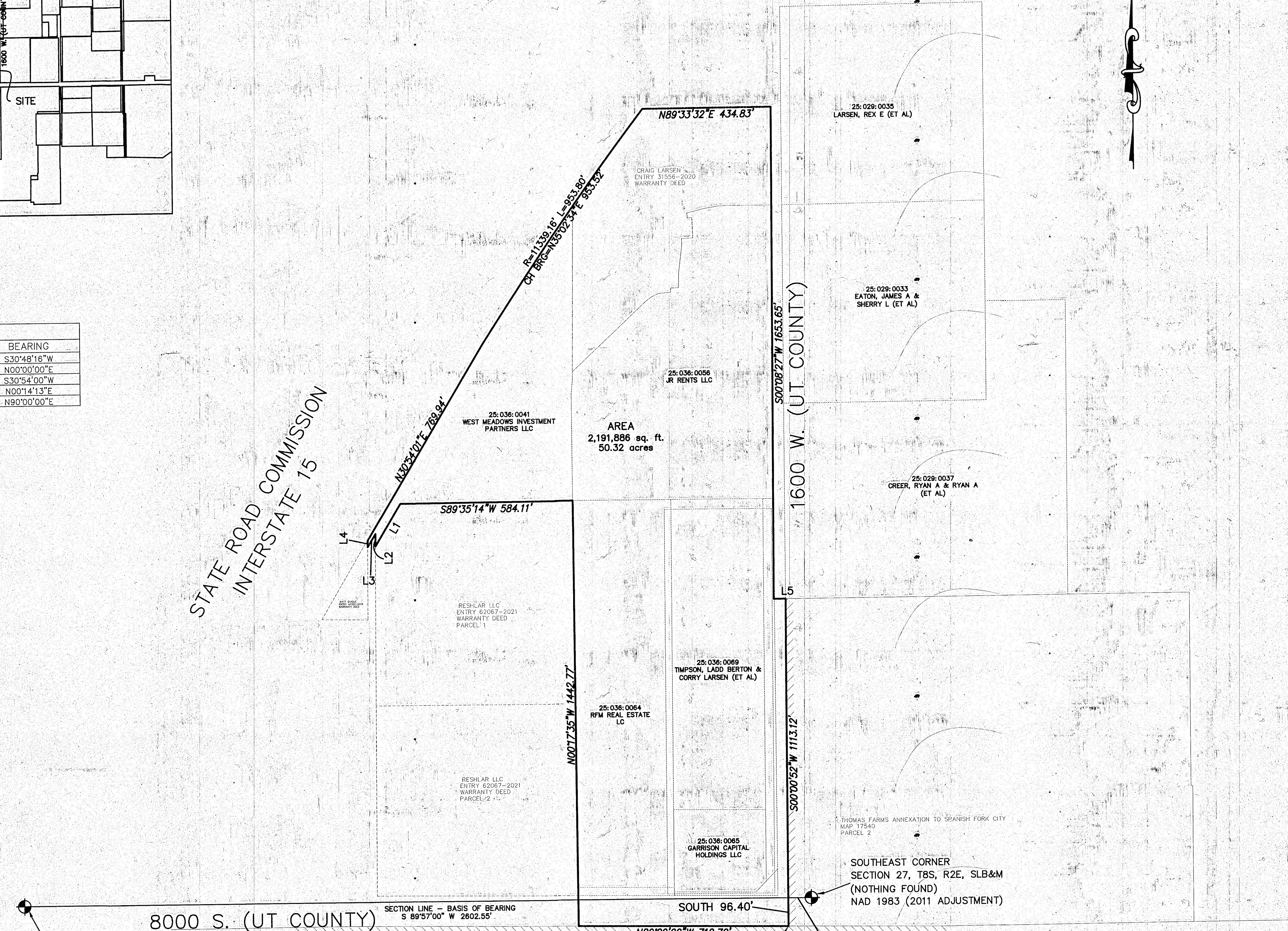


LINE	LENGTH	BEARING
L1	166.15'	S30°48'16"W
L2	41.43'	N00°00'00"E
L3	51.28'	S30°54'00"W
L4	22.42'	N00°14'13"E
L5	40.10'	N90°00'00"E



(IN FEET)
1 inch = 200 ft.
(24"x36")
SCALE 1" = 200'
(11"x17")
SCALE 1" = 400'

STATE ROAD COMMISSION
INTERSTATE 15



SURVEYORS CERTIFICATE
I, MATTHEW B. JUDD, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 167268 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT, BASED ON UTAH COUNTY NAD83, OF LAND TO BE ANNEXED INTO SPANISH FORK CITY, UTAH COUNTY, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING SALEM CITY BOUNDARY ACCORDING TO THE WRIGHT ADDITION ANNEXATION ACCORDING TO THE OFFICIAL PLAT ON FILE AS MAP 12814 IN THE UTAH COUNTY SURVEYOR'S OFFICE, SAID POINT BEING LOCATED SOUTH 89°57'00" WEST ALONG THE SECTION LINE 78.27 FEET AND SOUTH 96.40 FEET FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°29'00" WEST 710.70 FEET ALONG SAID SALEM CITY BOUNDARY; THENCE NORTH 00°17'35" WEST 1442.77 FEET; THENCE SOUTH 89°35'14" WEST 584.11 FEET; THENCE SOUTH 30°48'16" WEST 166.15 FEET; THENCE NORTH 41.43 FEET; THENCE SOUTH 30°54'00" WEST 51.28 FEET; THENCE NORTH 00°14'13" EAST 22.42 FEET; THENCE NORTH 30°54'01" EAST 769.94 FEET; THENCE ALONG THE ARC OF A 11,339.16-FOOT RADIUS CURVE TO THE RIGHT 953.80 FEET (CHORD BEARS N 35°02'34" E 953.52 FEET); THENCE NORTH 89°33'32" EAST 434.83 FEET; THENCE SOUTH 00°08'27" WEST 1653.65 FEET; THENCE EAST 40.10 FEET; THENCE ALONG THE EXISTING SPANISH FORK CITY BOUNDARY ACCORDING TO THE THOMAS FARMS ANNEXATION SOUTH 00°00'52" WEST 1113.12 FEET TO THE POINT OF BEGINNING.

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Matthew B Judd
SURVEYOR

4-01-25
DATE

ACCEPTANCE BY UTAH COUNTY SURVEYOR

Stacy Cate
UTAH COUNTY SURVEYOR

5/19/2025
DATE

ACCEPTANCE BY THE LEGISLATIVE BODY

This is to certify that we, the Spanish Fork City Council have received a petition signed by a majority of the owners of the tract shown hereon requesting that said tract be annexed to Spanish Fork City and that a copy of the ordinance has been prepared for filing herewith all in accordance with the Utah County Annotated (1953) 10-2-401 to 10-2-424 as revised and that we have examined and do hereby approve and accept the annexation of the tract as shown as a part of said city and that said tract of land is to be known as the West Meadows Annexation.

DATED THIS 6 DAY OF May 2025

Mayor

Tara J. Lewis
CLERK RECORDER

5/15/2025
DATE



ANNEXATION PLAT
WEST MEADOWS AT
SPANISH FORK
SPANISH FORK CITY, UTAH COUNTY, UTAH

SOUTH QUARTER CORNER
SECTION 27, T8S, R2E, SLB&M
(FOUND BRASS CAP)
NAD 1983 (2011 ADJUSTMENT)

SECTION LINE - BASIS OF BEARING
S 89°57'00" W 2602.55'

POINT OF BEGINNING
S89°57'00"W 78.27 FEET
AND SOUTH 96.40 FEET
FROM THE SOUTHEAST CORNER
OF SECTION 27

S89°57'00"W
78.27'

EXISTING CITY BOUNDARY



WEST MEADOWS AT SPANISH FORK ANNEXATION

LEGAL DESCRIPTION

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WEST MEADOWS AT SPANISH FORK ANNEXATION

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SPANISH FORK

PRIDE & PROGRESS

June 12, 2025

Office of the Lieutenant Governor
Utah State Capitol Complex
P.O. Box 142325
Salt Lake City, Utah 84114-2325
annexations@utah.gov

RE: Notice of Impending Boundary for the West Meadows at Spanish Fork Annexation

Dear Lieutenant Governor:

This letter serves as filing a notice of impending boundary action of the West Meadows at Spanish Fork Annexation, for the annexation of property located at approximately 1800 South 2300 West in unincorporated Utah County into the boundaries of Spanish Fork City (a city within Utah County) by petition under UCA §10-2-806. For reference, Utah County is a county of the 2nd Class.

The proposed annexation consists of 6 parcels, totaling 50.32 acres.

Attached with this notice are the following:

- Ordinance A02-2025 approved by the Spanish Fork City Council on May 6, 2025 verifying that all requirements applicable to the boundary action have been met
- Plat (copy), created, certified, and approved as dictated by UCA §17-23-20(4)

Spanish Fork City is seeking a certificate of annexation based on the information provided per 67-1a-6.5(3). If you have any questions, please feel free to contact me using the information provided below.

Sincerely,



Ian Bunker
Associate Planner
Spanish Fork City
801.804.4582
ibunker@spanishfork.gov

