

STATE OF UTAH



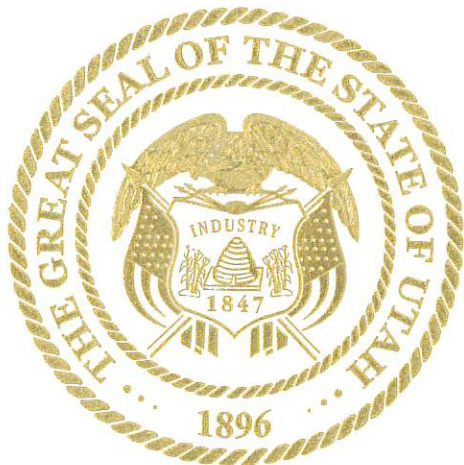
OFFICE OF THE LIEUTENANT GOVERNOR

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 STONECREEK ANNEXATION into AMERICAN FORK CITY, October 28, 2021, complying with Section 10-2-425, 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 STONECREEK 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 28th day of October, 2021 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor



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

October 13, 2021

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

51 E Main St
American Fork, UT
84003

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

RE: Stonecreek Annexation

To Whom It May Concern:

At the September 14, 2021, City Council meeting, the Mayor and City Council adopted Ordinance No. 2021-09-45 which approved the Stonecreek 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. The above referenced annexation meets the requirements of annexation.

If approved, please send the Certificate of Annexation to:

American Fork City
Terilyn Lurker, 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,

A handwritten signature in blue ink that reads "Terilyn Lurker".

Terilyn Lurker
City Recorder

enclosures



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. 2021-09-45
STONECREEK ANNEXATION (300 WEST 1100 SOUTH)
SEE ATTACHMENT 'A'

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PR 3.0 and PF (Public Facilities) zones and subject to the terms and conditions of the Stonecreek 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 14 day of September 2021.


Bradley J. Frost, Mayor



ATTEST:

State of Utah
County of Utah

I, Terilyn Lurker, City Recorder of American Fork City, Utah, do hereby certify the above and foregoing to be a full, true and correct copy of an ordinance amending Section 1.12.010 of the revised ordinances of American Fork City 1985, Amended, annexing certain properties to American Fork 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 14 day of September 2021.


Terilyn Lurker, City Recorder

ATTACHMENT "A"

SURVEYOR'S CERTIFICATE

I, Travis Trane, do hereby certify that I am a Professional Land Surveyor and that I hold licence No. 5152741 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 this is a true and accurate map of the tract of land to be annexed to American Fork City, Utah County, Utah.

ANNEXATION DESCRIPTION

Beginning at a point which is North 00°06'23" West 363.19 feet along the section line and South 89°59'52" East 273.01 feet from the West Quarter Corner of Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°14'55" East 798.58 feet along a Boundary Line Agreement Entry 103701:2010; thence along the Harbor Road Annexation Plat "B" the following four courses (1) South 89°48'45" East 331.25 feet; (2) thence South 89°15'06" East 568.69 feet; (3) thence South 88°50'41" East 490.96 feet; (4) thence South 00°00'08" West 780.21 feet, thence North 89°59'52" West 1394.18 feet to the point of beginning.

Travis Trane
SURVEYOR

Nov 12, 2019
DATE



SURVEYOR'S SEAL

**ANNEXATION AGREEMENT
(Stonecreek Annexation)**

This Agreement, made and entered into this 14 day of September, 2021, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Woodside Homes of Utah LLC, (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of a parcel of privately-owned real property constituting the entirety of the Annexation Name, 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" (Attachment 1), together with a plat (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;

WHEREAS, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted on August 29, 2017, Resolution No. 2017-08-28R 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) 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: 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 is the current owner of the majority 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: A portion of the property at the southwest corner is to be placed in the PF (Public Facilities) zone. The Land Use Element of the General Plan shows the Annexation Area classified as PR-3.0 Zone. Therefore, the zone classification for the remainder of the parcel shall be PR-3.0. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 3).

SECTION 5 - Right-of-way to be Conveyed: The City's Transportation Element of the General Plan provides for the development of a minor collector. As a condition of annexation, Applicant hereby agrees to convey to the City the right-of-way ("ROW") necessary for the minor collector as described in the deed attached hereto (Attachment 4). Applicant shall have no obligation to construct any ROW improvements unless and until any improvement or development occurs within the Annexation Area, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Applicant shall be responsible for the cost of all ROW improvements at the time of improvement or development. For consideration of the minor collector developed by Applicant, City agrees to include such acreage within the ROW towards the twenty-five percent (25%) open space requirement. Further, a copy of the deed(s) prepared by Applicant conveying title to the ROW being conveyed are attached hereto (Attachment 4) and City hereby acknowledges receipt of the executed originals.

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. A Water Delay Agreement is hereby entered into by the parties and is incorporated into this Agreement as Attachment 5.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is its 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.

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 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 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 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 Woodside Homes of Utah, LLC, 460 West 50 North, Suite 300, Salt Lake City, UT 84101 Attn: Matthew Loveland, with copy to Woodside Group, LLC, 460 West 50 North, Suite 205, Salt Lake City, UT 84101, Attn: Legal Department.

SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties 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.

Woodside Homes of Utah LLC

Applicant Name



MAYOR



Applicant Signature



ATTEST

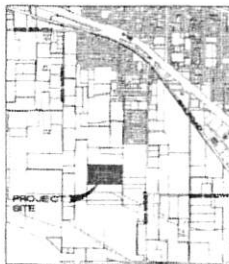
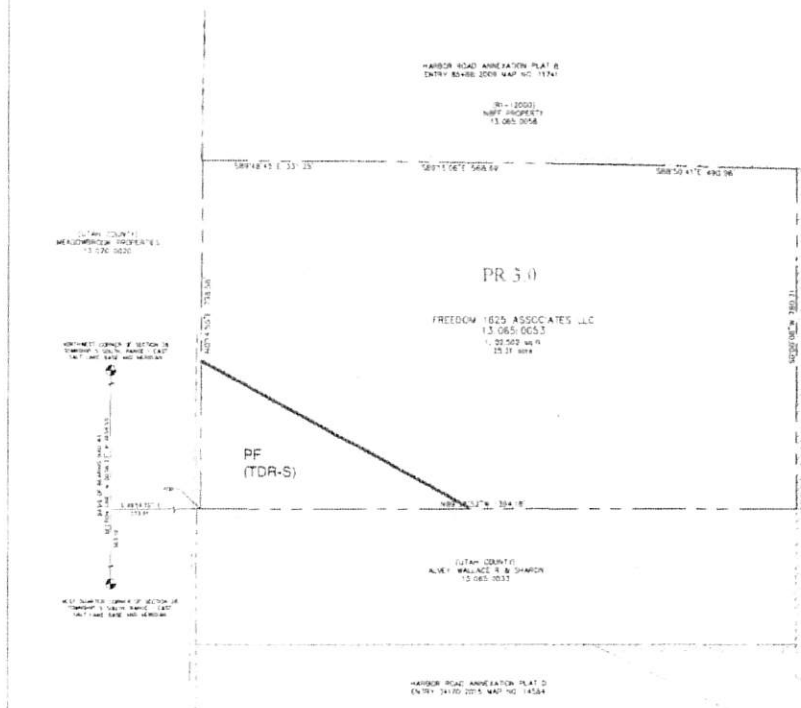
City Recorder



LIST OF ATTACHMENTS

- | | |
|-------------------------------|--|
| Attachment 1 | Request to Initiate Annexation |
| Attachment 2 | Plat describing the Annexation Area |
| Attachment 3 | Zone Classification map |
| Attachment 4
South) | ROW Conveyance Deeds for the minor collector (approximately 1100 |
| Attachment 5 | Water Delay Agreement |

Attachment 3
STONECREEK ANNEXATION
 CITY OF AMERICAN FORK, SUTTER COUNTY, CALIFORNIA
 CITY OF AMERICAN FORK, SUTTER COUNTY, CALIFORNIA
 CITY OF AMERICAN FORK, SUTTER COUNTY, CALIFORNIA



LEGEND

- ◆ SECTION CORNER
- SECTION LINE
- - - ANNEXATION BOUNDARY
- EXISTING PARCELS
- EXISTING AMERICAN FORK CITY BOUNDARY

OWNER INFORMATION:

- OWNER: PR-3.0
 SELF COMPANY
 13 065 065.2
- OWNER: PF (TDR-S)
 HARBOR ENTERPRISES
 13 065 024.5
- OWNER: HARBOR ROAD ANNEXATION
 PLAT B, ENTRY 04/08/2008
 MAP NO. 1154
- OWNER: HARBOR ROAD ANNEXATION
 PLAT D, ENTRY 04/08/2008
 MAP NO. 14584
- OWNER: HARBOR PROPERTY, LLC
 13 065 065.2

SURVEYOR'S CERTIFICATE

I, the undersigned, being duly qualified and licensed as a Professional Engineer and Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and map as shown on the attached sheets, and that the same were prepared by me or under my direct supervision and that I am a duly licensed and qualified Professional Engineer and Land Surveyor in the State of California.

DATE: _____

SURVEYOR: _____

ACCEPTANCE BY LEGISLATIVE BODY

I, the undersigned, being duly qualified and licensed as a Professional Engineer and Land Surveyor, do hereby certify that the foregoing is a true and correct copy of the original survey and map as shown on the attached sheets, and that the same were prepared by me or under my direct supervision and that I am a duly licensed and qualified Professional Engineer and Land Surveyor in the State of California.

DATE: _____

SURVEYOR: _____

STONECREEK ANNEXATION

AMERICAN FORK CITY

TRANE ENGINEERING, P.C.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1000 MARKET STREET, SUITE 200, AMERICAN FORK, CA 95925

ATTACHMENT 4

When Recorded Return To:
American Fork City
51 East Main Street
American Fork City, Utah 84003

WARRANTY DEED
1100 South (Public Right-of-Way)
Parcel Tax ID: 13:065:0072

Woodside Homes of Utah LLC, Grantor, hereby CONVEYS AND WARRANTS to **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to -wit:

A parcel of land located in Section 26, Township 5 South, Range 1 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

BEGINNING AT A POINT WHICH IS NORTH 00°06'23" WEST 827.25 FEET AND EASET 283.99 FEET FROM THE WEST QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 64°56'05" EAST 131.40 FEET; THENCE ALONG THE ARC OF A 696.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 114.52 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 09°25'40" AND A LONG CHORD BEARS S 60°13'15" E 114.39 FEET); THENCE SOUTH 55°30'25" EAST 163.12 FEET; THENCE ALONG THE ARC OF A 624.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 116.32 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 10°40'50" AND A LONG CHORD BEARS S 60°50'50" E 116.15 FEET); THENCE SOUTH 66°11'15" EAST 501.95 FEET; THENCE NORTH 89°59'52" WEST 178.35 FEET; THENCE NORTH 66°11'15" WEST 338.79 FEET; THENCE ALONG THE ARC OF A 696.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 129.74 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 10°40'50" AND A LONG CHORD BEARS N 60°50'50" W 129.55 FEET); THENCE NORTH 55°30'25" WEST 163.12 FEET; THENCE ALONG THE ARC OF A 624.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 102.68 FEET (CURVE HAVING A CENTRAL ANGLE EQUALS 09°25'40" AND A LONG CHORD BEARS N 60°13'15" W 102.56 FEET); THENCE NORTH 64°56'05" WEST 99.62 FEET; THENCE NORTH 01°14'55" EAST 78.70 FEET TO THE POINT OF BEGINNING.

CONTAINS: 67,005 SF OR 1.54 AC

ATTACHMENT 5

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the 19th day of August 2021 (“**Effective Date**”), by and between Woodside Homes of Utah, LLC (“**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. 13:065:0072 (“**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 August 24, 2021. 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.

EXHIBIT A

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

Water Right Numbers: 55-1382, 55-1376, 55-1377

