

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 AF UTAH, LLC ADDITION, located in AMERICAN FORK CITY, dated OCTOBER 24, 2023, complying with Section §10-2-407, Utah Code Annotated, 1953, as amended.

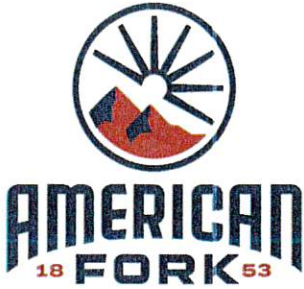
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the AF UTAH, LLC ADDITION, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 14th day of November, 2023 at Salt Lake City, Utah.



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

DEIDRE M. HENDERSON
Lieutenant Governor



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****

October 24, 2023

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

RE: AF Utah LLC Addition

To Whom It May Concern:

At the September 26, 2023, City Council meeting, American Fork City adopted Ordinance No. 2023-09-37 which approved the AF Utah LLC Addition 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
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, appearing to read "Bradley J. Frost".

Bradley J. Frost, Mayor

Attest:

A handwritten signature in blue ink, appearing to read "Terilyn Lurker".

Terilyn Lurker, City Recorder

enclosures



ORDINANCE NO. 2023-09-37

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE AF UTAH LLC ADDITION, CONSISTING OF 14.9 ACRES AT APPROXIMATELY 1000 WEST 200 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on January 10, 2023, by AF Utah LLC/Southport Holdings LLC and AF Utah LLC requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on January 24, 2023, 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 February 8, 2023; 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 26, 2023, pursuant to Utah Code Ann §10-2-407(7).

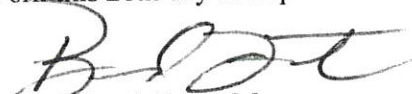
NOW, THEREFORE, BE IT ORDAINED BY THE AMERICAN FORK CITY COUNCIL, UTAH:

SECTION I. That the City Council hereby approves the AF Utah LLC Addition consisting of 14.9 acres at approximately 1000 West 200 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 Transit Oriented Development (TOD) and subject to the terms and conditions of the AF Utah LLC Addition 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 26th day of September 2023.


Bradley J. Frost, Mayor

ATTEST:


Terilyn Lurker, City Recorder



ATTACHMENT "A"

BOUNDARY DESCRIPTION

A portion of the NW1/4 and the SW1/4 of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point on the current Corporate Limits of American Fork City located S89°53'29"E along the Section line 1,113.17 feet and South 1,540.33 feet from the Northwest Corner of Section 22, T5S, R1E, S.L.B. & M.; thence East along said Corporate Limits 318.76 feet; thence S0°55'57"W 37.54 feet; thence East 1,165.63 feet to said current Corporate Limits of American Fork City; thence along the current Corporate Limits the following 12 (twelve) courses and distances: South 23.88 feet; thence West 457.04 feet; thence S0°20'20"W 1,166.48 feet; thence N89°22'17"W 19.70 feet; thence N1°17'46"E 117.95 feet; thence West 336.00 feet; thence N0°46'31"E 350.26 feet; thence N1°17'37"E 680.79 feet; thence N89°21'09"W 25.71 feet; thence S0°52'49"W 339.02 feet; thence West 656.00 feet; thence North 417.58 feet to the point of beginning.

Contains: 14.90+/- acres

**ANNEXATION AGREEMENT
(AF Utah LLC Annexation)**

This Agreement, made and entered into this 26 day of September, 2023, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and AF Utah LLC, a Utah limited company, (hereafter collectively referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting the entirety of the AF Utah 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), together with a plat (Attachment 2) 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. 2023-01-03 R, 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: 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 herein and under the terms of

the City's Development Code and Impact Fee Ordinance 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 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 Land Use Element of the General Plan shows the Annexation Area classified as Transit Oriented Development. Therefore, the zone classification attached to the parcel shall be Transit Oriented Development, with a specific district assignment of Transit Core Mixed-Use Core, for areas designated as such under the Land Use Plan. A map illustrating the zone classification (Attachment 3a) has been prepared by the City and is made part of this agreement, along with an accompanying map designating the TOD district (Attachment 3b).

SECTION 5 - Right-of-way to be Conveyed: The City's Transportation Element of the General Plan provides for the development of 200 South as a Transit-Oriented Development Business Arterial and the City's Transit-Oriented Development Overlay identifies 250 South as a local thoroughfare. As a condition of annexation, Applicant hereby agrees to convey to the City any right-of-way necessary for 200 South and 250 South in the location shown on the street dedication map prepared by the Applicant and approved the City (Attachment 4). Applicant shall have no obligation to construct any right-of-way 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 Minimum Level of Improvements at the time of improvement or development if not already constructed at time of development.

The Transit-Oriented Development Overlay identifies placement of a pedestrian thoroughfare connecting at approximately 100 West between 200 South and 250 South through the Annexation Area. As a condition of annexation, Applicants hereby agree to convey to the City any right-of-way necessary for the pedestrian thoroughfare in the locations shown on the plat prepared by the Applicant and approved by the City (Attachment 4). Applicants shall have no obligation to construct any pedestrian 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 pedestrian improvements at the time of improvement or development.

Applicant shall have no obligation to construct any improvements to the ROWs 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).

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 Christopher Simms, 4821 Atlantic Blvd, Jacksonville, Florida 32207

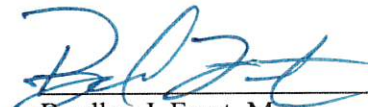
SECTION 12 - Entire Agreement: This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties.

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.

CHRISTOPHER SIMMS
Christopher Simms

AMERICAN FORK CITY

Bradley J. Frost, Mayor

ATTEST:


Cecilia Lurker
City Recorder



Attachment 1

Notice of Intent to File an Annexation Petition

Pursuant to Utah Code Ann. §10-2-403(2), notice is hereby given that the person or persons identified below intend to file an annexation petition with American Fork City. The area proposed for annexation is commonly described as the AF Utah, LLC Annexation and consists of 13 acres at approximately 6899 S 7750 North. Further, an accurate map of the area that is proposed to be annexed is attached to this notice.

Person or persons intending to file annexation petition:

Contact Petitioner:

Name: Christopher Simms, Manager AF Utah, LLC

Address: 4821 Atlantic Blvd, Jacksonville FL 32207

Phone Number: _____

Email: chrissimms@gmcapartmentlife.com

Petitioner:

Name: AF Utah, LLC

Address: 4821 Atlantic Blvd, Jacksonville FL 32207

Phone Number: _____

Email: chrissimms@gmcapartmentlife.com

Petitioner:

Name: _____

Address: _____

Phone Number: _____

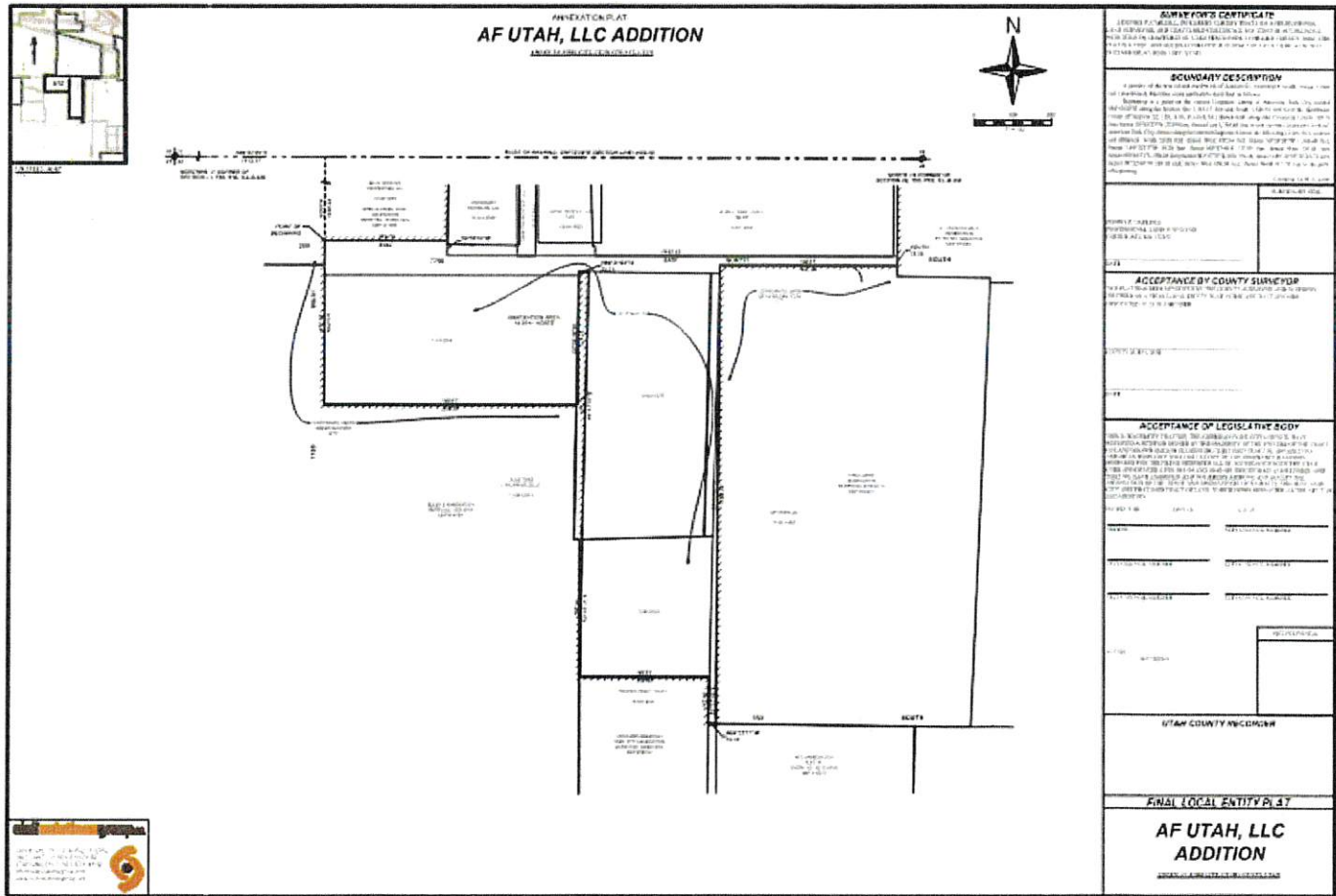
Email: _____

- This notice of intent must also be sent to affected entities.
- The petitioner(s) must submit a written request to the county to mail the required notice and pay the county the estimated cost of mailing the required notice. Please see attached letter from Utah County.

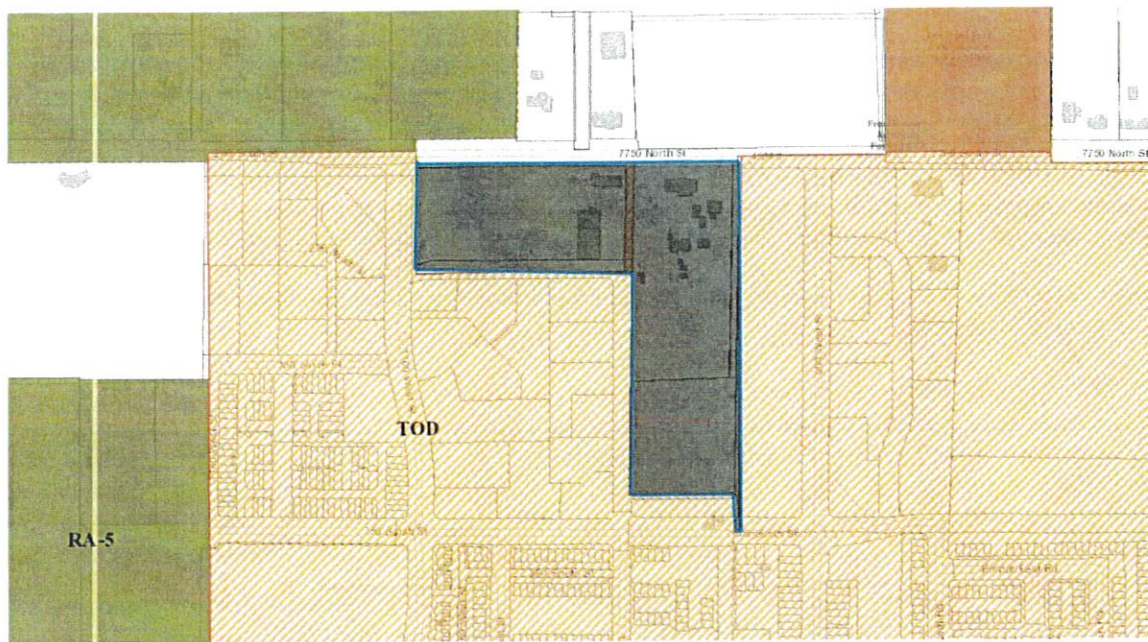
Attachment 2

A portion of the NW1/4 and the SW1/4 of Section 22, Township 5 South, Range 1 East, Salt Lake Base & Meridian, more particularly described as follows: Beginning at a point on the current Corporate Limits of American Fork City located S89°53'29"E along the Section line 1,113.17 feet and South 1,540.33 feet from the Northwest Corner of Section 22, T5S, R1E, S.L.B. & M.; thence East along said Corporate Limits 318.76 feet; thence S0°55'57"W 37.54 feet; thence East 1,165.63 feet to said current Corporate Limits of American Fork City; thence along the current Corporate Limits the following 12 (twelve) courses and distances: South 23.88 feet; thence West 457.04 feet; thence S0°20'20"W 1,166.48 feet; thence N89°22'17"W 19.70 feet; thence N1°17'46"E 117.95 feet; thence West 336.00 feet; thence N0°46'31"E 350.26 feet; thence N1°17'37"E 680.79 feet; thence N89°21'09"W 25.71 feet; thence S0°52'49"W 339.02 feet; thence West 656.00 feet; thence North 417.58 feet to the point of beginning.

Contains: 14.90+/- acres

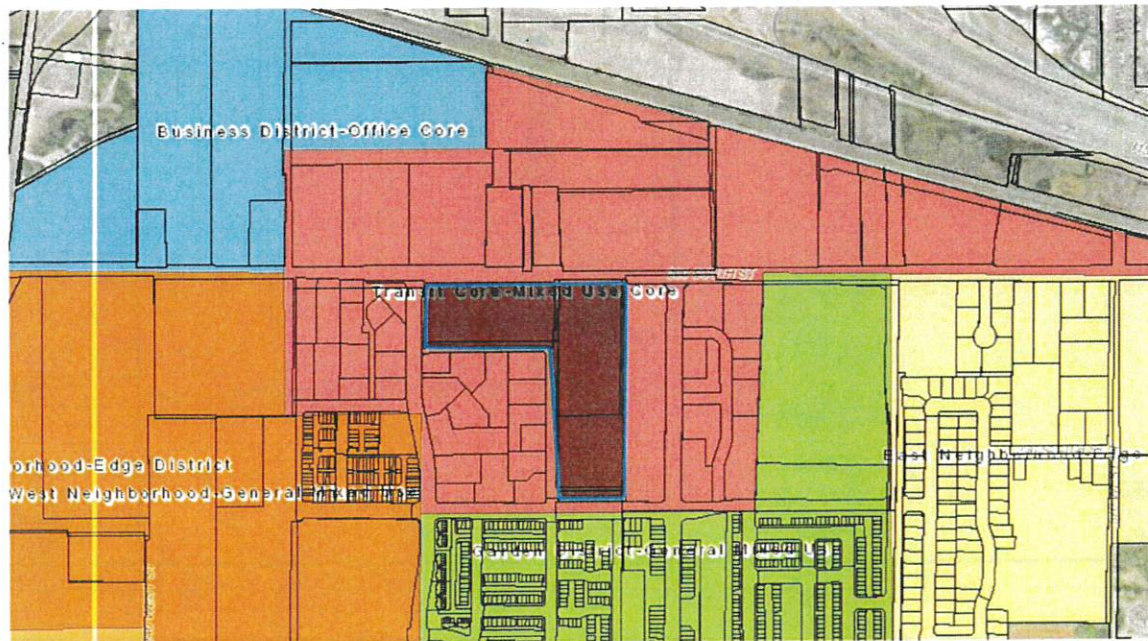


Attachment 3 A



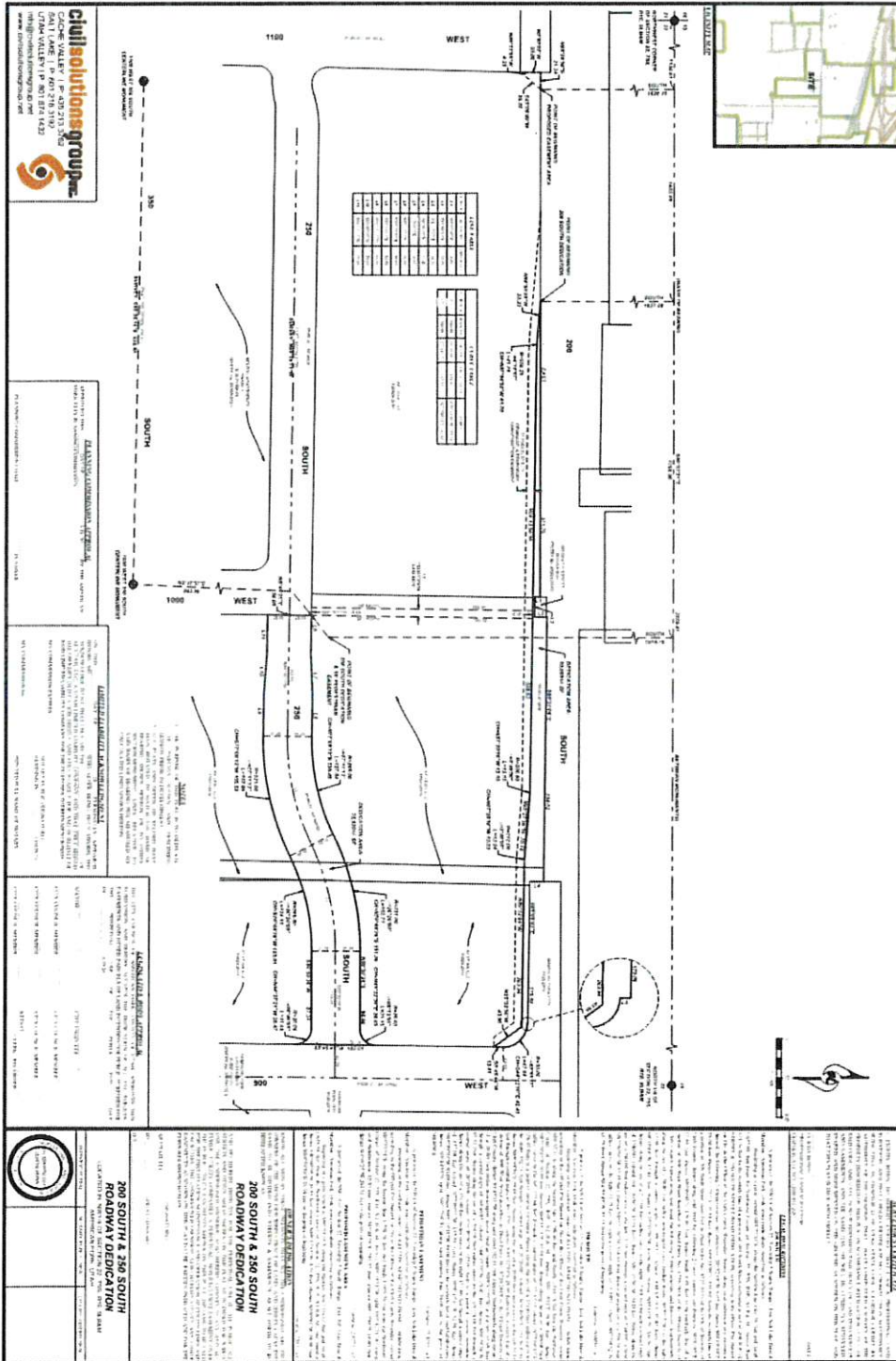
3 A highlights the zoning designation as Transit Oriented Development (TOD)

Attachment 3 B



3 B illustrates the district designation of the annexation property as Transit Core-Mixed Use Core and is subject to all of the zoning and district requirements outlined in Sec 17.6.608 of the American Fork Municipal Code

Attachment 4



chiltsolutionsgroup
 5041 LAKE I P 40729-3100
 UTAH VALLEY P 80124-1420
 www.chiltsolutionsgroup.com

PLANNING INFORMATION
 ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A GUARANTEE OF ACCURACY OR COMPLETENESS. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY AND COMPLETENESS OF ALL INFORMATION PROVIDED HEREIN.

LEGAL DESCRIPTION
 THE LEGAL DESCRIPTION OF THE PROPERTY IS AS SHOWN ON THE ATTACHED PLANS AND IS SUBJECT TO ALL EASEMENTS, ENCUMBRANCES, AND OTHER INTERESTS OF RECORD.

NOTICE TO CONTRACTORS
 CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

200 SOUTH & 250 SOUTH ROADWAY DEDICATION
 THE DEDICATION OF THE ROADWAY IS SUBJECT TO THE APPROVAL OF THE APPROPRIATE AGENCIES AND AUTHORITIES.

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WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the 12 day of September, 2023 ("**Effective Date**"), by and between AF 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. 13:041:0123 / 13:041:0124 / 13:041:0117 ("**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 September 12, 2023. The basis and reasoning for the City Council's determination are included within the recording, minutes, and other documentation from said City Council meeting.

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

3. Conveyance of Committed Water. Prior to the City's approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the

total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water (“**Change Application**”) with the Utah Division of Water Rights (“**Division**”) to convert the water rights to municipal use to be diverted from the City’s wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City’s water attorneys to ensure that the water rights are suitable for dedication. The City’s water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City’s attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for the title company to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

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

7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term “Owner” in this contract includes Owner’s successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

Bradley J. Frost
Bradley J. Frost, Mayor

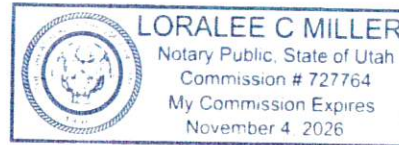
Attest: *Terilyn Lurker*
Terilyn Lurker, City Recorder

STATE OF UTAH)
:SS
COUNTY OF UTAH)

On the 25th day of OCTOBER, 2023, 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.

Loralee C. Miller
NOTARY PUBLIC

[OWNER] *[Signature]*



STATE OF ~~UTAH~~ NC.)
:SS
COUNTY OF Lincoln)

On the 14th day of Sept., 2023, Christopher Cole Simmons personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



Wendy J. Heafner
NOTARY PUBLIC
10/30/2027 - Comm. Exp.

EXHIBIT A

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

AF Utah Annexation Parcels

Parcel ID	Acres	Water Right
13:041:0123	4.88	55-338 / 55-999 / 55-8892
13:041:0124	3.04	none
13:041:0117	4.42	55-1607

Parcel 13:041:0117



Water Right Details for 55-1607

Utah Division of Water Rights

10/12/2020 11:45 AM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 55-1607

Application/Claim: U1237

Certificate:

Owners:	
Name: AF Utah LLC	
Address: c/o GM Properties	
4821 Atlantic Blvd	
Jacksonville FL 32207	Interest:
Remarks: 10.00 acft, 2.50 acres	

General:		
Type of Right: Underground Water Claim	Source of Info.: Underground Water	Status:
Quantity of Water: 0.256 CFS OR 10 ACFT		
Source: Underground Water Well		
County: Utah		
Common Description:		
Proposed Det. Book: 55-5	Map:	Pub. Date:
Land Owned by Appl.:	County Tax Id#:	
Distribution System:		

Dates:		
Filing:		
Filed: 12/10/1935		
Priority: 06/ /1931	Decree/Class:	
Advertising:		
Publication Began:	Publication End:	Newspaper:
Protest End Date:	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action:	Action Date:	
Recon. Req. Date:	Recon. Req Action:	
Certification:		
Proof Due Date:	Extension Filed Date:	
Election or Proof:	Election/Proof Date:	
Certificate Date:	Lapsed, Etc. Date:	Lapsed Letter
Wells:		
Prov Well Date:	Well Renov. Date:	

Points of Diversion:		
Points of Diversion - Underground:		
(1) N 956 ft. W 3560 ft. from E4 corner, Sec 22 T 5S R 1E SLBM		
Well Diameter: 6 in.	Depth: 207 to ft	Year Drilled: 1931 Well Log: Yes Well Id#:
Elevation:	UTM: 430054.423, 4469414.728 (NAD83)	
Source/Cmnt:		

Proposed Water Uses:		
Proposed Water Uses - Group Number: 409787		

Water Rights Appurtenant to the following use(s): 55-1607(UGWC), 55-9621(UGWC),																		
Water Use Types:																		
Irrigation-Beneficial Use Amount: 2.5 acres						Group Total: 5						Period of Use: 04/01 to 10/31						
Place Of Use:		North West				North East				South West				South East				Section
		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 22 T 5S R 1E SLBM		X	X	X	X					X	X	X	X					
																	Group Acreage Total :	

Use Totals:																	
Irrigation sole-supply total: 2.5 acres												for a group total of: 5 acres					

Segregation History:																	
This Right was Segregated from: -, with Appl.#.: , Approval Date: / / under which Proof is to be submitted.																	
as originally filed:	Flow in CFS	AND/ OR/ BLANK	Quantity in Acre-Feet	Water Uses													
				Irrigated Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet										
							Municipal	Mining	Power	Other							
	0.256		160.0	40.0													
The following Water Rights have been Segregated from 55-1607:																	
(1) WrNum:55-9621			[10.0]	[2.5]													
AppNum:U1237 Name:Pleasant Grove City Corp. Filed:09/04/2001 CommenSegregated upon request; change application to be filed later.																	
(2) WrNum:55-12185			[140.0]	[35.0]													
AppNum:U1237 Name:Frandsen, Melvin V., et al. Filed:06/09/2006 CommenChange a31579																	
This Right as currently calculated:	Flow in CFS		Quantity in Acre-Feet	Water Uses													
				Irrigate Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet										
	0.256		10.0	2.5													

Parcel: 13:041:0123



Water Right Details for 55-338

Utah Division of Water Rights

6/10/2021 4:42 AM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 55-338

Application/Claim: A17716

Certificate: 4177

Owners:
Name: AF Utah, LLC
Address: 853 South Crescent Row Mapleton UT 84664-5503
Interest: 75%
Remarks:

General:		
Type of Right: Application To Appropriate	Source of Info.: Certificate	Status: Certificated
Quantity of Water: 0.1875 CFS		
Source: Underground Water Well		
County: Utah		
Common Description:		
Proposed Det. Book: 55-5	Map:	Pub. Date:
Land Owned by Appl.:	County Tax Id#:	
Distribution System:		

Dates:		
Filing:		
Filed: 06/03/1946	Decree/Class:	
Priority: 06/03/1946		
Advertising:		
Publication Began:	Publication End:	Newspaper:
Protest End Date:	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action: Approved	Action Date: 11/04/1946	
Recon. Req. Date:	Recon. Req Action:	
Certification:		
Proof Due Date:	Extension Filed Date:	
Election or Proof:	Election/Proof Date:	
Certificate Date: 02/16/1951	Lapsed, Etc. Date:	Lapsed Letter
Wells:		
Prov. Well Date:	Most Recent Well Renovate/Replace Date:	

Points of Diversion:
Points of Diversion - Underground:
(1) S 1628 ft. W 606 ft. from N4 corner, Sec 22 T 5S R 1E SLBM
Well Diameter: 4 in. Depth: 199 to ft. Year Drilled: 1947 Well Log: Yes Well Id#:
Elevation: UTM: 430154.714, 4469444.962 (NAD83)
Source/Cmnt:

Proposed Water Uses:
Proposed Water Uses - Group Number: 404302

Water Rights Appurtenant to the following use(s):
 55-338(CERT), 55-999(CERT), 55-13105(CERT), 55-13106(CERT),

Water Use Types:

Irrigation-Beneficial Use Amount: 1.755 acres Group Total: 7 Period of Use: 04/01 to 10/31

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 22 T 5S R 1E SLBM			0.4	6.6													7
Group Acreage Total :																	

Proposed Water Uses - Group Number: 725763

Water Rights Appurtenant to the following use(s):
 55-338(CERT), 55-13105(CERT),

Water Use Types:

Stock Water-Beneficial Use Amount: 11.25 Group Total: 15 Period of Use: 01/01 to 12/31

Place of Use Stock:

	North West				North East				South West				South East			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E SLBM				X												

Use Totals:

Irrigation sole-supply total: 1.755 acres for a group total of: 7 acres
 Stock Water sole-supply total: 11.25 ELUs for a group total of: 15 ELUs

Segregation History:

This Right was Segregated from: none

as originally filed:	Flow in CFS	AND/OR BLANK	Quantity in Acre-Feet	Water Uses						
				Irrigated Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
							Municipal	Mining	Power	Other
0.25			2.34	15.0						

The following Water Rights have been Segregated from 55-338:

(1) WrNum: 55-13105 [0.0625] [0.585] [3.75]
 AppNum: A17716
 Name: Olive Tree Enterprises, LLC
 Filed: 11/20/2019
 Commen

This Right as currently calculated:	Flow in CFS	Quantity in Acre-Feet	Water Uses						
			Irrigate Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
						Municipal	Mining	Power	Other
0.1875			1.755	11.25					

Parcel: 13:041:0123



Water Right Details for 55-8892

Utah Division of Water Rights

6/10/2021 4:43 AM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 55-8892

Application/Claim: A68653

Certificate:

Owners:
Name: AF Utah, LLC
Address: 853 South Crescent Row Mapleton UT 84664-5503
Interest:
Remarks:

General:
Type of Right: Application To Appropriate Source of Info.: Certificate Status: Certificated
Quantity of Water: 1.65 ACFT
Source: Underground Water Well
County: Utah
Common Description: 1.75 miles W. of American Fork
Proposed Det. Book: 55-5 Map: Pub. Date:
Land Owned by Appl.: Yes County Tax Id#:
Distribution System:

Dates:
Filing:
Filed: 03/21/1995
Priority: 03/21/1995 Decree/Class:
Advertising:
Publication Began: 04/12/1995 Publication End: Newspaper: American Fork
Protest End Date: 05/26/1995 Protested: Not Protested Hearing Held:
Approval:
State Eng. Action: Approved Action Date: 06/16/1995
Recon. Req. Date: Recon. Req Action:
Certification:
Proof Due Date: 06/30/2002 Extension Filed Date:
Election or Proof: Proof Election/Proof Date: 06/28/2002
Certificate Date: 05/30/2003 Lapsed, Etc. Date: Lapsed Letter
Wells:
Prov. Well Date: Most Recent Well Renovate/Replace Date:

Points of Diversion:
Points of Diversion - Underground:
(1) N 1041 ft. W 3256 ft. from E4 corner, Sec 22 T 5S R 1E SLBM
Well Diameter: 4 in Depth: 199 to ft. Year Drilled: 1961 Well Log: Yes Well Id#:
Elevation: UTM: 430147.082, 4469440.636 (NAD83)
Source/Cmnt:

Proposed Water Uses:
Proposed Water Uses - Group Number: 409091

Water Use Types:																		
Irrigation-Beneficial Use Amount: 0.23 acres										Group Total: 0.23				Period of Use: 04/01 to 10/31				
Stock Water-Beneficial Use Amount: 10 ELUs										Group Total: 10				Period of Use: 01/01 to 12/31				
Domestic-Beneficial Use Amount: 1 EDUs										Group Total: 1				Period of Use: 01/01 to 12/31				
Place Of Use:		North West				North East				South West				South East				Section
		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	Totals
Sec 22 T 5S R 1E SLBM					0.23													0.23
Group Acreage Total :																	0.23	

Place of Use Stock:																	
		North West				North East				South West				South East			
		NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E SLBM					X												

Use Totals:																	
Irrigation sole-supply total: 0.23 acres										for a group total of: 0.23 acres							
Stock Water sole-supply total: 10 ELUs										for a group total of: 10 ELUs							
Domestic sole-supply total: 1 EDUs										for a group total of: 1 EDUs							

Extensions																	
Filed: 11/06/2000										Proof Due: 06/30/2002							
Advertising:																	
Publication Began:						Publication End:						Newspaper:					
Protested: Not Protested						Hearing Held:						Protest End Date:					
Approval:																	
SE Action: Approved						Action Date: 01/25/2001						Memo Decision: Yes					

Parcel: 13:041:0123



Water Right Details for 55-999

Utah Division of Water Rights

6/10/2021 4:43 AM

(WARNING: Water Rights makes NO claims as to the accuracy of this data.)

Water Right: 55-999

Application/Claim: A32214

Certificate: 6693

Changes:		
a4480	(Filed:	Certificated
Owners:		
Name: AF Utah, LLC Address: 853 South Crescent Row Mapleton UT 84664-5503		Interest: 21.0%
Remarks:		
Name: Hoggard Family Revocable Trust Address: Bruce M. Hoggard & Terree Hoggard, Trustees 148 North 100 East American Fork UT 84003		Interest: 46.60%
Remarks:		
General:		
Type of Right: Application To Appropriate	Source of Info.: Certificate	Status: Certificated
Quantity of Water: 0.338 CFS		
Source: Underground Water Well		
County: Utah		
Common Description:		
Proposed Det. Book: 55-5	Map:	Pub. Date:
Land Owned by Appl.:	County Tax Id#:	
Distribution System:		
Dates:		
Filing:		
Filed: 08/04/1960		Decree/Class:
Priority: 08/04/1960		
Advertising:		
Publication Began:	Publication End:	Newspaper:
Protest End Date:	Protested: Not Protested	Hearing Held:
Approval:		
State Eng. Action: Approved	Action Date: 04/10/1961	
Recor. Req. Date:	Recon. Req Action:	
Certification:		
Proof Due Date:	Extension Filed Date:	
Election or Proof:	Election/Proof Date:	
Certificate Date:	Lapsed, Etc. Date:	Lapsed Letter
Wells:		
Prov. Well Date:	Most Recent Well Renovate/Replace Date:	

Points of Diversion:

Points of Diversion - Underground:

(1) S 1629 ft. W 535 ft. from N4 corner, Sec 22 T 5S R 1E SLBM

Well Diameter: 4 in. Depth: 210 to ft. Year Drilled: 1961 Well Log: Yes Well Id#:

Elevation: UTM: 430176 355, 4469444.657 (NAD83)

Source/Cmnt:

Proposed Water Uses:

Proposed Water Uses - Group Number: 404302

Water Rights Appurtenant to the following use(s):
55-338(CERT), 55-999(CERT), 55-13105(CERT), 55-13106(CERT).

Water Use Types:

Irrigation-Beneficial Use Amount: 3.15 acres Group Total: 7 Period of Use: 04/01 to 10/31

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 22 T 5S R 1E SLBM			0.4	6.6													7
Group Acreage Total :																	

Proposed Water Uses - Group Number: 409924

Water Rights Appurtenant to the following use(s):
55-999(CERT), 55-13106(CERT),

Water Use Types:

Irrigation-Beneficial Use Amount: 12.168 acres Group Total: 18 Period of Use: 04/01 to 10/31

Stock Water-Beneficial Use Amount: 8.12 Group Total: 12 Period of Use: 01/01 to 12/31

Place Of Use:	North West				North East				South West				South East				Section Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	
Sec 22 T 5S R 1E SLBM			X	X					X	X							18
Group Acreage Total :																18	

Place of Use Stock:

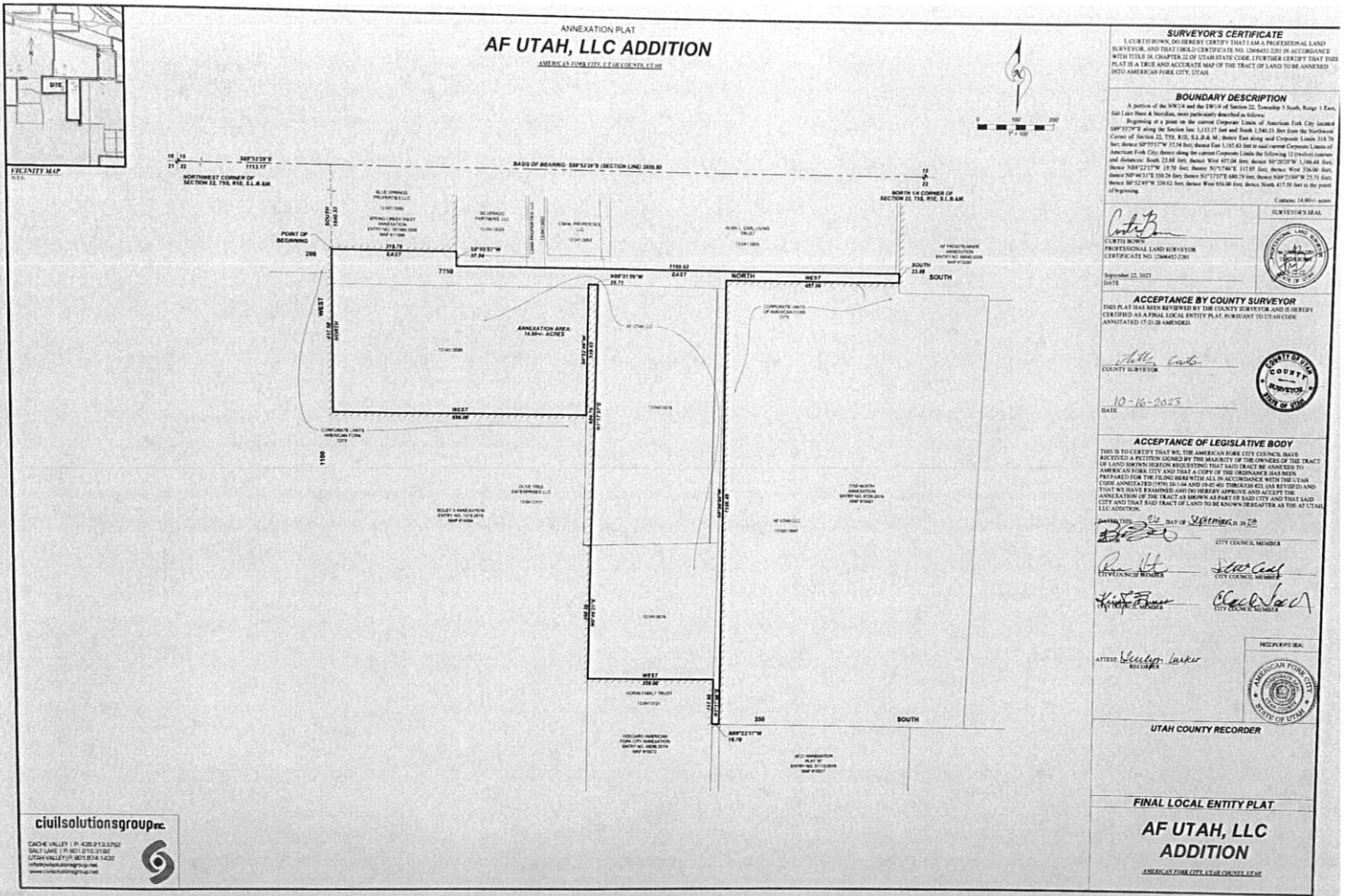
	North West				North East				South West				South East			
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
Sec 22 T 5S R 1E SLBM			X	X					X	X						

Use Totals:

Irrigation sole-supply total: 15.318 acres for a group total of: 25 acres
Stock Water sole-supply total: 8.12 ELUs for a group total of: 12 ELUs

Segregation History:

This Right was Segregated from: none										
as originally filed:	Flow in CFS	AND/ OR/ BLANK	Quantity in Acre-Feet	Water Uses						
				Irrigated Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
							Municipal	Mining	Power	Other
	0.5			22.66	12.0					
The following Water Rights have been Segregated from 55-999:										
(1) WrNum: 55-13106	[0.162]			[7.342]	[3.88]					
AppNum: A32214										
Name: Olive Tree Enterprises, LLC										
Filed: 11/20/2019										
Commen										
This Right as currently calculated:	Flow in CFS		Quantity in Acre-Feet	Water Uses						
				Irrigate Acreage	Stock (ELUs)	Domestic (EDUs)	Acre-Feet			
							Municipal	Mining	Power	Other
	0.338			15.318	8.12					



SURVEYOR'S CERTIFICATE

I, CURTIS BOWEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HAVE RECEIVED CERTIFICATE NO. 1204645-2201 IN ACCORDANCE WITH TITLE 18, CHAPTER 22 OF UTAH STATE CODE. FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO AMERICAN FORK CITY, UTAH.

BOUNDARY DESCRIPTION

A portion of the NW 1/4 and SW 1/4 of Section 22, Township 3 North, Range 1 East, Salt Lake Meridian, were previously described as follows:
Beginning at a point on the eastern Corporate Limits of American Fork City located S89°32'37\"/>

CURTIS BOWEN
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 1204645-2201
September 22, 2023
DATE



ACCEPTANCE 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 ANNOTATED C.S.C. 8-10-100.

Halle Cate
COUNTY SURVEYOR
10-16-2023
DATE



ACCEPTANCE OF LEGISLATIVE BODY

THIS IS TO CERTIFY THAT THE AMERICAN FORK CITY COUNCIL HAS REVIEWED A RESOLUTION PASSED BY THE MAYORITY OF THE MEMBERS OF THE TRACT OF LAND SHOWN HEREON RECEIVING THAT SAID TRACT BE ANNEXED TO AMERICAN FORK CITY AND THAT A COPY OF THE RESOLUTION HAS BEEN FILED FOR THE FILING RECORDS IN ACCORDANCE WITH THE UTAH CODE ANNOTATED C.S.C. 8-10-100. THE RESOLUTION HAS BEEN PASSED AND THAT WE HAVE THEREBY REVIEWED AND ACCEPTED THE ANNEXATION OF THE TRACT AS SHOWN AS PART OF SAID CITY AND THAT SAID CITY AND THAT SAID TRACT OF LAND TO BE ANNEXED HEREAFTER AS THE AF UTAH, LLC ADDITION.

September 19, 2023
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER
CITY COUNCIL MEMBER

UTAH COUNTY RECORDER



FINAL LOCAL ENTITY PLAT
AF UTAH, LLC ADDITION
AMERICAN FORK CITY, UTAH COUNTY, UTAH

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