

### 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 SKIDMORE ANNEXATION, located in AMERICAN FORK CITY, dated JUNE 27, 2024, complying with §10-2-407, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the SKIDMORE 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 8<sup>th</sup> day of July, 2024 at Salt Lake City, Utah.



DEIDRE M. HENDERSON Lieutenant Governor





FAX: WEB:

PHONE: (801) 763-3000 (801) 763-3033

www.americanfork.gov

51 E Main St American Fork, UT 84003

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

June 27, 2024

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

RE: Skidmore Annexation

To Whom It May Concern:

At the April 30, 2024, City Council meeting, American Fork City adopted Ordinance No. 2024-04-16 which approved the Skidmore Annexation into American Fork City. Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map.

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

Please send the Certificate of Annexation to:

American Fork City 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

David Bunker, City Administrator

Attest:

Terilyn Lurker, City Recorder



When Recorded, return to: American Fork City 51 East Main Street American Fork, UT 84003

### **ORDINANCE NO. 2024-04-16**

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE SKIDMORE ANNEXATION, CONSISTING OF 7.552 ACRES AT APPROXIMATELY 100 EAST 1500 SOUTH, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on May 8, 2023, by Brent & Marsha Skidmore Revocable Trust (13:067:0048), requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on May 23, 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 May 31, 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 April 9, 2024, pursuant to Utah Code Ann §10-2-407(7).

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

SECTION I. That the City Council hereby approves the Skidmore Annexation consisting of 7.552 acres at approximately 100 East 1500 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 Planned Industrial Zone and subject to the terms and conditions of the Skidmore 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 30<sup>th</sup> day of April 2024.

Bradley J. Frost, Mayor

ATTEST:

Terilyn Lurker, City Recorder



#### ATTACHMENT "A"

### BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EAST LINE OF THE PULLEY II ANNEXATION, SAID POINT BEING LOCATED \$84°49'51"E 1271.06 FEET ALONG THE SECTION LINE AND SOUTH 50.21 FEET FROM THE SOUTH ONE QUARTER CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB&M, THENCE ALONG PULLEY II ANNEXATION AND EXISTING AMERICAN FORK CITY MUNICIPAL BOUNDARY NOO°40'34"E 90.27 FEET, THENCE CONTINUE ALONG EXISTING CITY BOUNDARY NOO°09'34"W 138.77 FEET, THENCE ALONG EXISTING CITY BOUNDARY \$88°52'55"E 2.11 FEET, THENCE CONTINUE ALONG CITY BOUNDARY NOO°41'56"E 548.71 FEET, THENCE LEAVING EXISTING CITY BOUNDARY \$86°51'40"E 80.27 FEET, THENCE \$89°14'52"E 344.82 FEET TO THE WEST LINE OF THE ALPINE SCHOOL DISTRICT ANNEXATION AND EXISTING CITY BOUNDARY, THENCE ALONG CITY BOUNDARY SOO°44'41"W 773.47 FEET TO THE NORTH LINE OF THE RUBEN AND CHRISTINE ADAMS ANNEXATION, THENCE ALONG EXISTING CITY BOUNDARY N89°22'16"W 424.39 FEET. TO THE POINT OF BEGINNING AREA OF ABOVE DESCRIBED PARCEL CONTAINS 7.552 ACRES

BASIS OF BEARINGS IS THE NAD 27 BEARING OF S89°49'51"E ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 26 TO THE SOUTHEAST CORNER OF SECTION 26.

SURVEYOR Silas

MARCH 7, 2023 DATE

KEVIN S BISHOP 6508652

## ANNEXATION AGREEMENT (Skidmore Annexation)

This Agreement, made and entered into this <u>15</u> day of <u>56</u>, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Brent Skidmore, (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 Skidmore 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, the annexation will create an unincorporated island;

WHEREAS, Utah County approved a Resolution on May 23, 2023, agreeing to the annexation:

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. 2023-05-24R, 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 3). Attachment 3 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 Design Industrial. Therefore, the zone classification attached to the parcel shall be Planned Industrial, for areas designated as such under the Land Use Plan. A map illustrating the zone classification has been prepared by the City and is made part of this agreement (Attachment 4).

SECTION 5 - Right-of-way to be Conveyed: The City's Transportation Element of the General Plan (the "Transportation Master Plan") provides for the development of two major collectors, 1500 South and 100 East, which traverse the Annexation Area. Additionally, a local road alignment is shown on the Transportation Master Plan which traverses the Annexation Area. As a condition of annexation, Applicant hereby agrees to convey to the City the rights-of-way ("ROWs") necessary for the major collectors and local road alignment in the location shown on the dedication maps prepared by the Applicant and approved by the City (Attachments 5).

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). At the time of development of the public infrastructure within the right-of-way as shown in Attachment 5, the existing well will need to be relocated or abandoned so that it is not within the public right-of-way. At the time of any improvement or development, it shall be the Applicant's responsibility to bring any existing roadways currently constructed within or adjacent to the Annexation Area into compliance with Section 15.01.1250 (General Description) and shall meet the structural pavement number requirements as set forth in said section.

**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 6).

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 164 W 510 S, American Fork Utah, 84003
- **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 signed this agreement on the date first mentioned above.

Bradley J. Frost, Mayor

Attest:

Marsha Skidmore 6-13-24 Quelys Lurkis

Terilyn Lurker, City Recorder



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### ATTACHMENT #1

### **Petition for Annexation**

We, the undersigned owners of private real property, hereby petition the area shown on the attached accurate and recordable map prepared by a licensed surveyor to be annexed into American Fork City. Each of the undersigned affirms that (a) each has personally signed this petition, (b) each is an owner of real property that is located within the area, and (c) each desire to be annexed into American Fork City. The petitioners hereby request this petition be considered by the American Fork City Council and that a resolution be adopted as required by law accepting this petition for further consideration.

Name of Annexation:	Skidmore
Approximate Location: 10	00 E. 1500 S. AF.
Name: Brent 45 Kidmore	Address: 164 W, 510 So. A F
Phone Number:	Email:
Phone Number: Signature: Phone & Skiling	Tax ID #:
Name: Marshaskidinore	Address: 164 W. 510 So AF.
Phone Number:	Email:
Signature: Masha Shalmood	Tax ID #:
Name:	Address:
Phone Number:	Email:
Signature:	Tax ID #:
,	NOTICE:

- There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election.
- If you sign this petition and later decide that you do not support the petition, you may
  withdraw your signature by submitting a signed, written withdrawal with the recorder of
  American Fork City. If you choose to withdraw your signature, you must do so no later
  than 30 days after American Fork City receives notice that the petition has been certified.

(Attached additional sheets if needed)

<sup>\*\*</sup>Please note: a copy of this petition must be delivered to the Utah County Clerk the day this is submitted to the American Fork City Recorder\*\*

## CERTIFICATE OF AUTHORITY TRUST

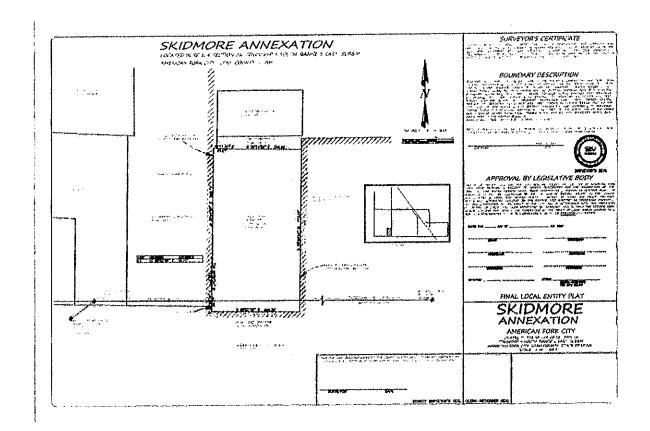
The undersigned hereby represents, warrants and certifies for the benefit of American Fork City and Utah County, and their respective elected officials (including, without limitation, the American Fork City Recorder and the Utah County Clerk), employees, agents and attorneys that the undersigned (a) is (and at all pertinent times has been) a trustee of the trust (the "Trust") described below; (b) is duly authorized to execute and deliver on behalf of the Trust the attached "Petition for Annexation" (the "Petition"); and (c) has duly executed and delivered the Petition on behalf of, and as a trustee of, the Trust.

Dated this day of	, 2023.		
	(Trustee's Signature)  Trustee		
	Marsha Skidmore (Print Trustee's Signature)		
	Fithe Brent L.SKidmore and		
	Marshaskidmore Berocate Frust (Print Name of Trust)		

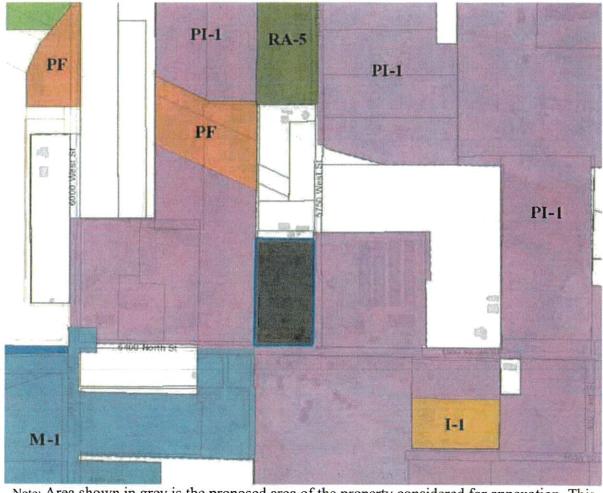
### NOTICE:

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  withdraw your signature by submitting a signed, written withdrawal with the recorder of
  American Fork City. If you choose to withdraw your signature, you must do so no later
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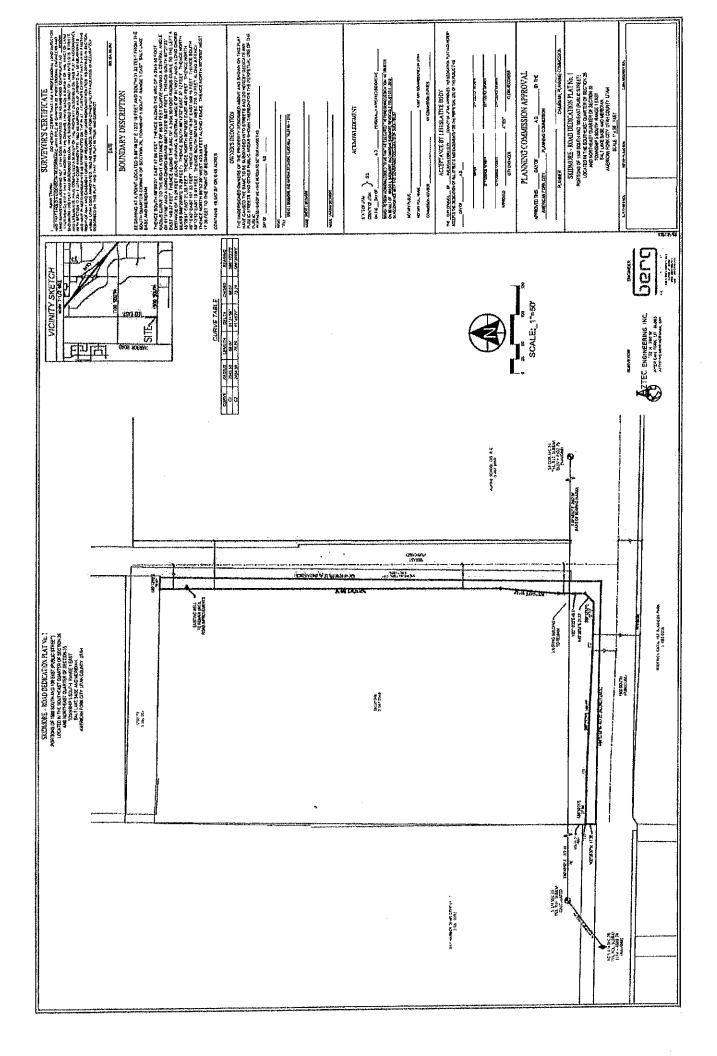
# ATTACHMENT #2 and #3

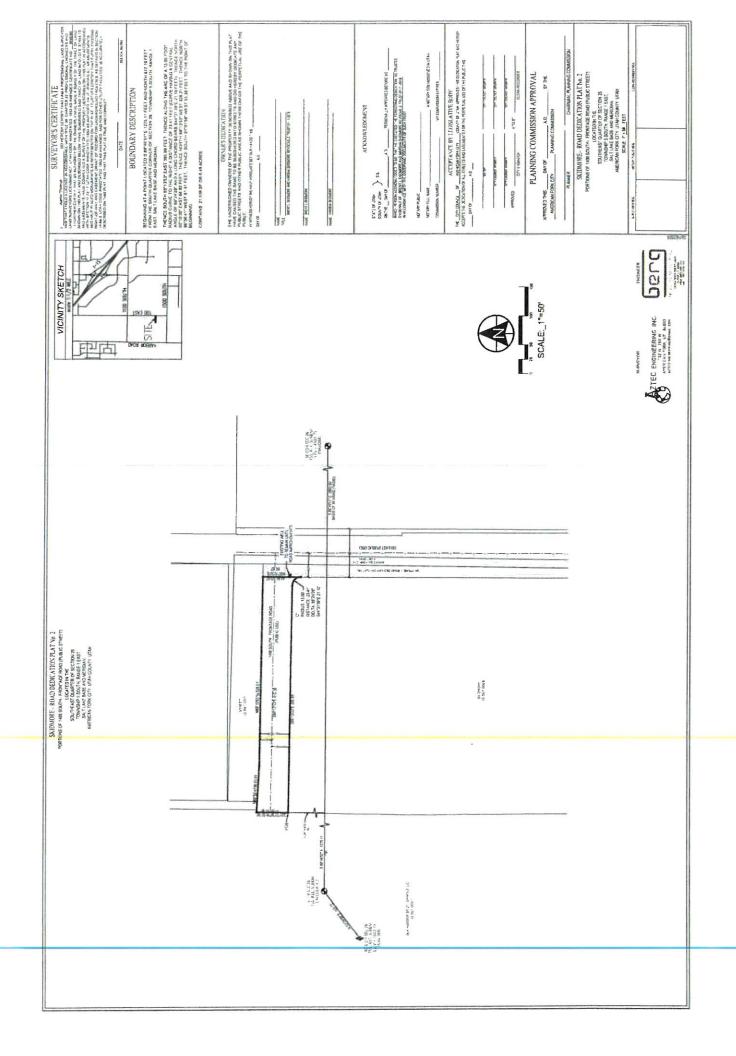


# ATTACHMENT #4



Note: Area shown in grey is the proposed area of the property considered for annexation. This property is to be designated as Design Industrial on the Land Use Map, and as PI-1 on the Zoning Map.





### **ATTACHMENT #6**

### WATER DELAY AGREEMENT FOR ANNEXATION

#### RECITALS

WHEREAS Owner is the owner of Purcel Nos. 13:067:0048 ("Property"), which are located outside of the City's current municipal boundaries; and

WHEREAS Owner has filed with the City is 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 enser into this Agreement as part of the findings, terms, and conditions required under Section 17.1 AODIC) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants bereafter 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 American Request. This determination was made in the City Council meeting beld on 20. 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 under water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are benefity contentiated 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. <u>Change Application.</u> 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 approxing 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. <u>Title to Committed Water</u>. 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 file 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.
- <u>Cessation of Owner's Use</u>. 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.

- Ownership of Water liacilities. Nothing in this Agreement shall after the ownership of any wells or other water facilities of Owner or City.
- 9. <u>Inture Agreement</u> 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. <u>Construction and Enforcement.</u> 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 Remeficiation. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.
- Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be cuttled 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. <u>Severability</u>. 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. <u>Authority of Parties.</u> 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. <u>Counterparts</u>. 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.

COMMISSION# 728192 COMM. EXP. 01-16-2026

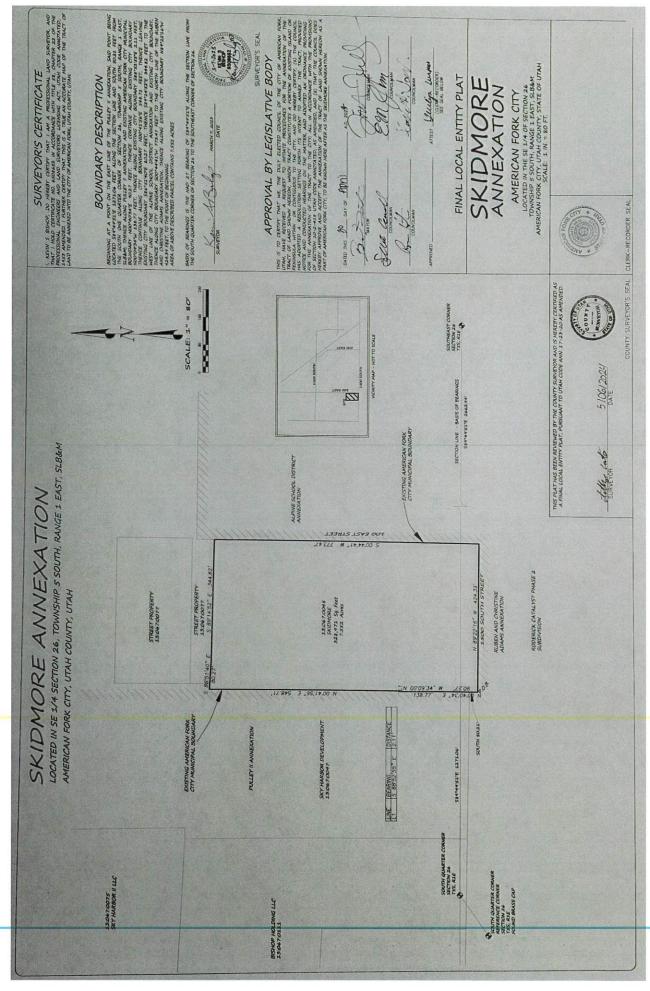
AMERICAN FORK CITY STEPHANIE M FINAU STATE OF UTAH HOTARY PUBLIC - STATE OF UTAH COUNTY OF Utah My Commission Expires January 11, 2028 COMMISSION NUMBER 735014 On the 15<sup>11</sup> day of May . 202 personally appeared before me Bradley
J. Frost and Terilyn Lurker, known to be to be the Mayor and City 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 itephonio Finau manha Skedmore which a quorum was in attendance. [OWNER] STATE OF UTAH Brent L. Skidmore and Marsha Skidmore, Trustees

personally of the Brent L. Skidmore and nowledged that he she executed this Water Delay Agreement for Marsha Skidmore Revocable Trust appeared before me and duly the purposes stated therein. dated 7/11/2018 MARNAE BALLANTYNE NOTARY PUBLIC-STATE OF UTAH

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

MR 55-12682 Underground water well 1,506 ac-ft WR 55-340 Underground water well 26.16 ac-ft



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