

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 E-COMMERCE PARK ANNEXATION, located in AMERICAN FORK CITY, dated DECEMBER 2, 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 E-COMMERCE PARK, 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 12th day of December, 2024 at Salt Lake City, Utah.



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

DEIDRE M. HENDERSON
Lieutenant Governor

SURVEYOR'S CERTIFICATE

I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 6418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AM. FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

Nov. 19, 2024
DATE

Aaron D. Thomas
SURVEYOR'S NAME (SEE SEAL BELOW)

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE IVONA ROBINSON ANNEXATION, SAID POINT BEING LOCATED NORTH 89°30'47" WEST ALONG SECTION LINE 930.14 FEET AND NORTH 730.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 50°00'10" WEST 15.25 FEET; THENCE NORTH 67°07'59" WEST 25.49 FEET; THENCE ALONG THE ARC OF A 6060.00 FOOT RADIUS CURVE TO THE LEFT 668.34 FEET THROUGH A CENTRAL ANGLE OF 06°19'08" (CHORD BEARS NORTH 70°17'33" WEST 688.00 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF THE ALPINE SCHOOL DISTRICT AMERICAN FORK ANNEXATION;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°00'43" EAST 303.83 FEET, 2) SOUTH 89°11'22" EAST 661.89 FEET, AND 3) SOUTH 0°14'17" EAST 519.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.26 ACRES, MORE OR LESS.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD 83, CENTRAL ZONE.

ACCEPTANCE BY LEGISLATIVE BODY

We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of existing island or peninsula within or contiguous to the City, and do hereby certify: (1) the council has adopted a resolution setting forth its intent to annex the tract, provided notice and conducted hearings on the matter, and adopted an ordinance providing for the annexation of the tract to the City; all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended, and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereafter as the **E-COMMERCE PARK ANNEXATION**.

DATED THIS 12 DAY OF November, A.D. 2024.

Bald
MAYOR

City Council Member
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

City Council Member
CITY COUNCIL MEMBER

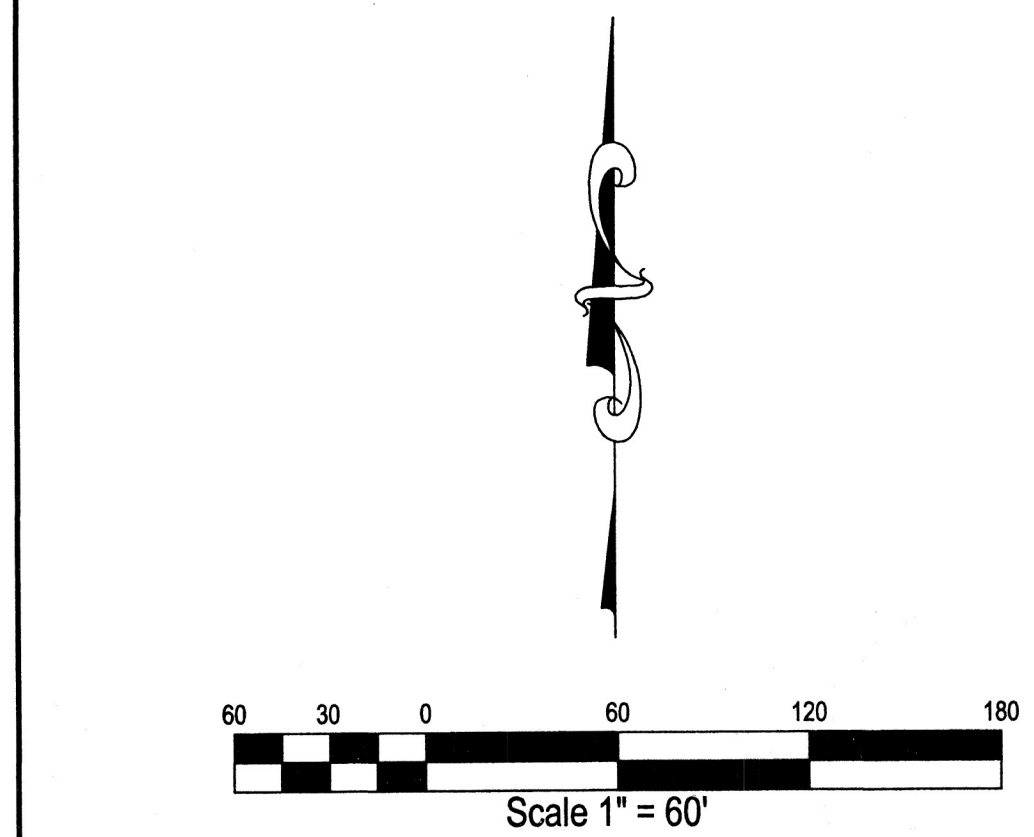
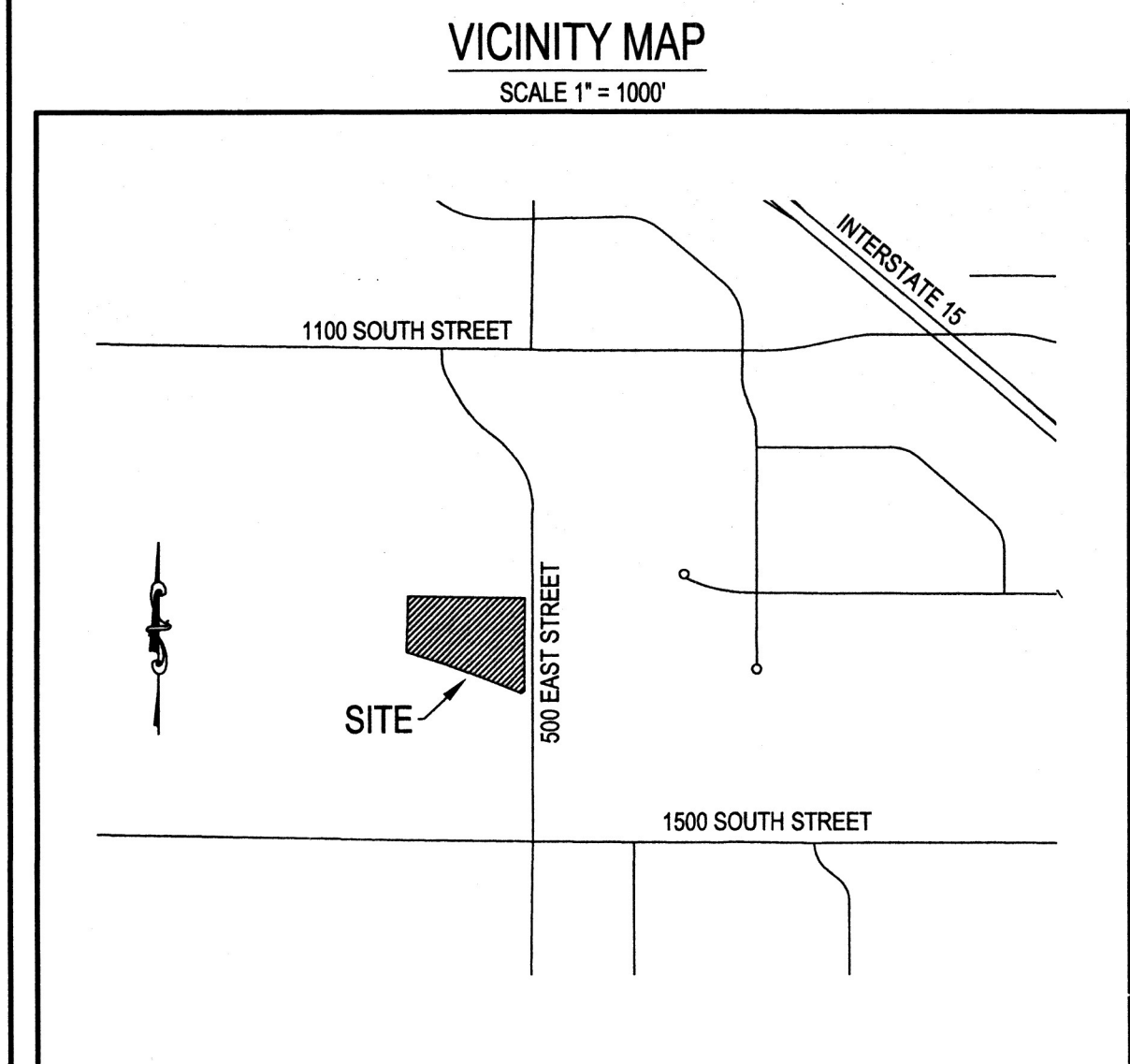
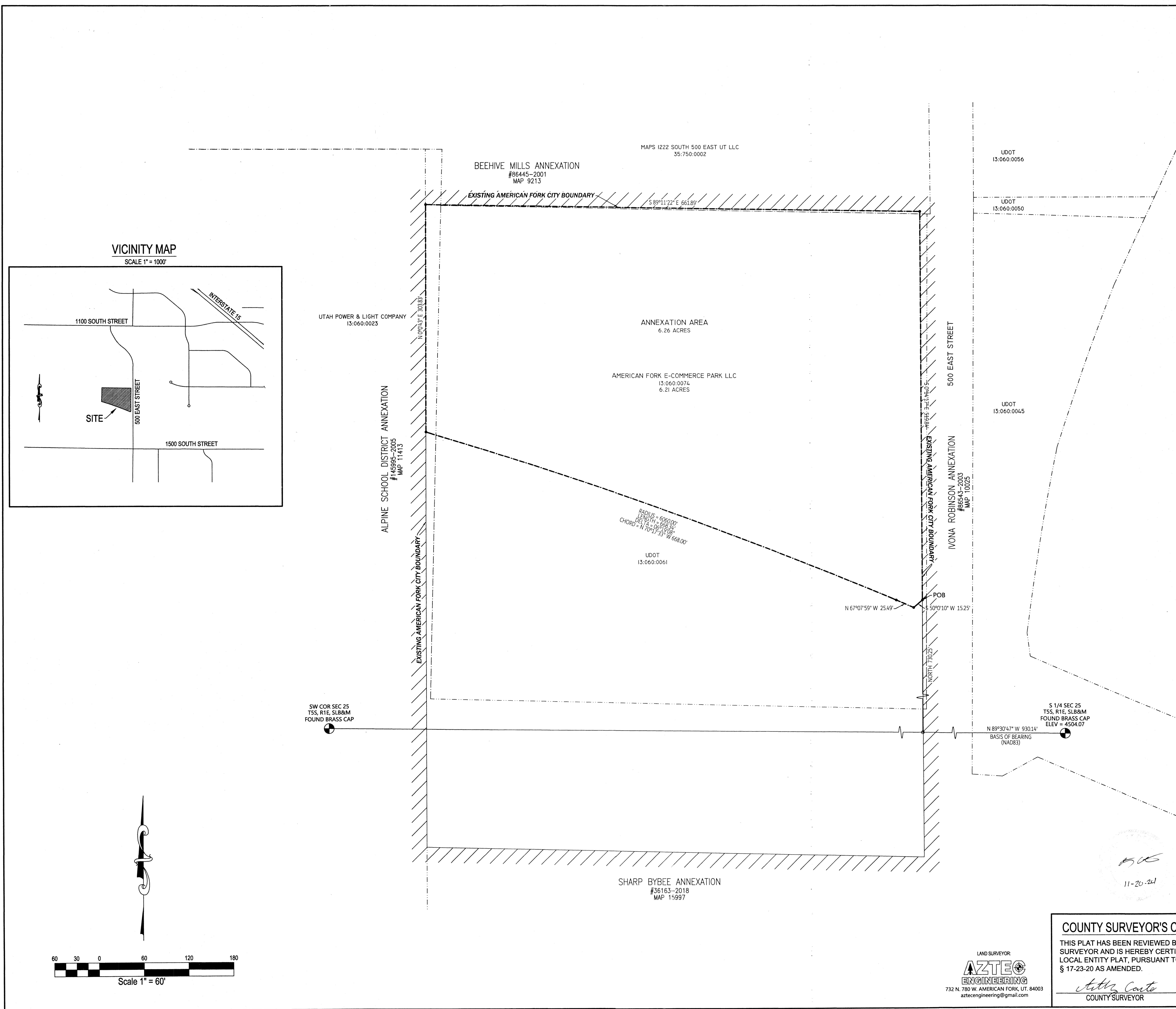
City Council Member
CITY COUNCIL MEMBER

ATTEST *City Recorder*
CITY RECORDER

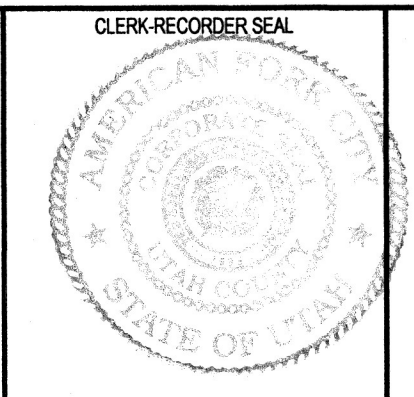
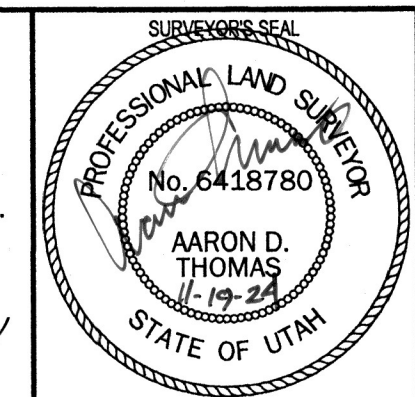
FINAL LOCAL ENTITY PLAT

E-COMMERCE PARK ANNEXATION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SLB8M AMERICAN FORK, UTAH COUNTY, UTAH SCALE: 1" = 60 FEET



COUNTY SURVEYOR'S CERTIFICATE
THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. § 17-23-20 AS AMENDED.
Aaron D. Thomas 11/20/2024
COUNTY SURVEYOR DATE



UTAH COUNTY RECORDER

LAND SURVEYOR
AZTEC ENGINEERING
732 N. 780 W. AMERICAN FORK, UT. 84003
aztecengineering@gmail.com

ORDINANCE NO. 2024-11-49

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE E-COMMERCE PARK ANNEXATION, CONSISTING OF 6.26 ACRES AT APPROXIMATELY 1250 SOUTH 500 EAST, AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

WHEREAS, a Petition for Annexation, along with an accurate plat of said property, was filed on August 21, 2024, by American Fork E-Commerce Park LLC, requesting American Fork City annex property into the city; and

WHEREAS, the City Council accepted the petition on September 10, 2024, and the city recorder determined the annexation complies with all provisions of state law and certification was provided to the Utah County Commission pursuant to Utah Code Ann §10-2-405 on September 11, 2024; and

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

WHEREAS, a public hearing considering the proposed annexation was held by the City Council on November 12, 2024, pursuant to Utah Code Ann §10-2-407(7).

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

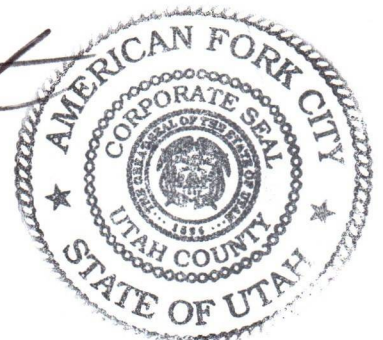
SECTION I. That the City Council hereby approves the E-Commerce Park Annexation consisting of 6.26 acres at approximately 1250 South 500 East into American Fork City, and the boundaries of American Fork City are hereby extended to include within the city limits the following described land located in Utah County as provided in Attachment "A".

SECTION II. That the territory annexed under Section 1 above is hereby classified into the PI-1 zone as shown in Attachment "B" and subject to the terms and conditions of the E-Commerce Park 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 12th day of November 2024.


Bradley J. Frost, Mayor



ATTEST:



Terilyn Lurker, City Recorder

EXHIBIT 'A'

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE IVONA ROBINSON ANNEXATION, SAID POINT BEING LOCATED NORTH 89°30'47" WEST ALONG SECTION LINE 930.14 FEET AND NORTH 730.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 50°00'10" WEST 15.25 FEET; THENCE NORTH 67°07'59" WEST 25.49 FEET; THENCE ALONG THE ARC OF A 6060.00 FOOT RADIUS CURVE TO THE LEFT 668.34 FEET THROUGH A CENTRAL ANGLE OF 06°19'08" (CHORD BEARS NORTH 70°17'33" WEST 668.00 FEET) TO A POINT ON THE EASTERLY BOUNDARY OF THE ALPINE SCHOOL DISTRICT AMERICAN FORK ANNEXATION;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 0°00'43" EAST 303.83 FEET, 2) SOUTH 89°11'22" EAST 661.89 FEET, AND 3) SOUTH 0°14'17" EAST 519.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.26 ACRES, MORE OR LESS

BASIS OF BEARING: UTAH STATE PLANE COORDINANCE SYSTEM NAD 83, CENTRAL ZONE.

**ANNEXATION AGREEMENT
(E-Commerce Park Annexation)**

This Annexation Agreement ("Agreement"), made and entered into this 12 day of November, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and American Fork E-Commerce Park LLC, a Utah Corporation (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately-owned real property constituting 100% of the E-Commerce Park Annexation Area, which annexation is located within the unincorporated territory of Utah County, contiguous to the corporate boundary of the City, and is within the City's proposed expansion area;

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

WHEREAS, in accordance with the provisions of UCA 10-2-402, the American Fork City Council has heretofore adopted Resolution No. 2024-04-12 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 and Annexation Contingency: The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 2. Attachment 2 is hereby made part of this Agreement. This Agreement will be effective if, and only if, (a) the City approves an ordinance annexing the Annexation Area into the City; and (b) all procedural requirements associated with an annexation under the law of the State of Utah have been complied with, including the issuance of a certificate of annexation by the Lieutenant Governor.

SECTION 2 - Annexation a benefit to Applicant: Applicant and City acknowledge that the City has discretion to approve or deny the annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant hereby acknowledges and agrees that the benefit received from annexation of the

property is equal to or greater than the requirements and conditions of annexation as set forth in this Agreement and the conditions of the development as set forth herein and under the terms of the City's Development Code and Impact Fee Ordinance does not constitute a constitutional taking as that term is defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

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

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification: The City's General Plan classifies the proposed uses for the Annexation Area classified as Design Industrial. Therefore, the zone classification attached to the parcel shall be PI-1. A map illustrating the zone classification for the Annexation Area has been prepared by the City and is made part of this agreement (Attachment 3 to this Agreement).

SECTION 6 - Conveyance of Water Right: American Fork City Code 17.1.400, Conveyance of Water, requires conveyance of water shares/rights at the time of annexation unless the City determines that there is good and sufficient reason to delay the time of the conveyance. City and Applicant acknowledge and agree that the parties are unable to determine the quantity of shares/rights required for the Annexation Area at the present time and therefore, the City authorizes a delay in the time of conveyance of water shares/rights until the time of development. Any subsequent conveyance of water shares/rights shall be no more than what is required for the development of the Annexation Area as provided for under applicable City standards. A Water Delay Agreement is entered into by the parties concurrently with this Agreement and the terms of such Water Delay Agreement are incorporated into this Agreement as Attachment 4.

SECTION 7 - Open Ditches to be Piped: Applicant acknowledges that it is Applicant's burden in full to pipe any and all gravity irrigation conveyances (ditches), to the standards of the City and to the standards of the applicable irrigation company or private ditch easement holders as part of any forthcoming development project within the Annexation Area.

SECTION 8 - Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Dedicated to City: Applicant agrees to pay any outstanding property taxes on the Annexation Area including any and all rollback taxes if the subject area is classified as "Greenbelt" with the Utah County Tax Assessor, for any areas identified as ROW which are to be dedicated to City in connection with this Agreement. Proof of payment of these taxes shall be required prior to recording of this Agreement.

SECTION 9 - Impact Fees: No impact fees are required to be paid at this time as a condition of annexation. However, nothing in this Agreement constitutes a waiver of any obligation that Applicant or any successor may have for the payment of any generally applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicant acknowledges that no development approval or building permit shall be issued until all applicable fees required by City ordinance have been paid at the amount then in effect.

SECTION 10 - Default: In the event either party seeks to enforce the terms hereof in a lawsuit or other proceeding, the prevailing party shall be entitled to an award of the costs incurred, including reasonable attorney fees.

SECTION 11 - Notice: Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003.
- b. If to Applicant, to American Fork E-Commerce Park LLC c/o Bart Boggess, 44 Red Pine Drive, Alpine, Utah, 84004.

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

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

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

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

Bart Boggess

American Fork E-Commerce Park LLC

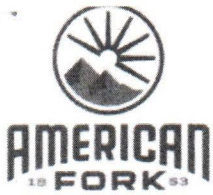
AMERICAN FORK CITY

Bradley J. Frost
Bradley J. Frost, Mayor

ATTEST:

Yvelyn Lusk
City Recorder





ATTACHMENT #1

American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

Petition for Annexation

Petition Title: E-COMMERCE PARK ANNEXATION

Property Location: 500 E 1250 S

Acreage: 6.21 ac

Property Owner Names:

Property Address:

Parcel ID#:

American Fork E-Commerce

500 E 1250 S

13:060:0074

Park LLC, a Utah

limited liability company

(Attach Additional Sheets if needed)

Sponsor Name: Bart Boggess

Phone: _____

Address: _____

Email Address: _____

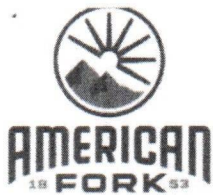
Include with Petition:

- Petition for Annexation and signature page
- Accurate and recordable mylar map
 - Electronic copy of map emailed to tlurker@americanfork.gov and mwhite@americanfork.gov
 - One 24" x 36" map stamped by a licensed surveyor
- Copy of the Notice of Intent to File an Annexation Petition sent to affected entities, including the date notices were sent and a list of the affected entities notices were sent.
- On the date of filing with the city recorder, deliver copy of petition to Utah County Clerk

RECEIVED

Date: 8.21.24

American Fork City
Recorder's Office



American Fork City
Recorder's Office
51 E. Main Street
American Fork, UT 84003
801-763-3000

Petition for Annexation Signature Page

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 shall do so no later than 30 days after American Fork City receives notice that the petition has been certified.

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.

AMERICAN FORK E-COMMERCE PATEK LLC

Bart Bogness

Signature

BART BOGNESS, MANAGER

Printed Name

13: 060: 0074

Parcel ID

500 E 1250 S

Address

bart@unionfork.com

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

Address

Telephone Number

Email Address

Signature

Printed Name

Parcel ID

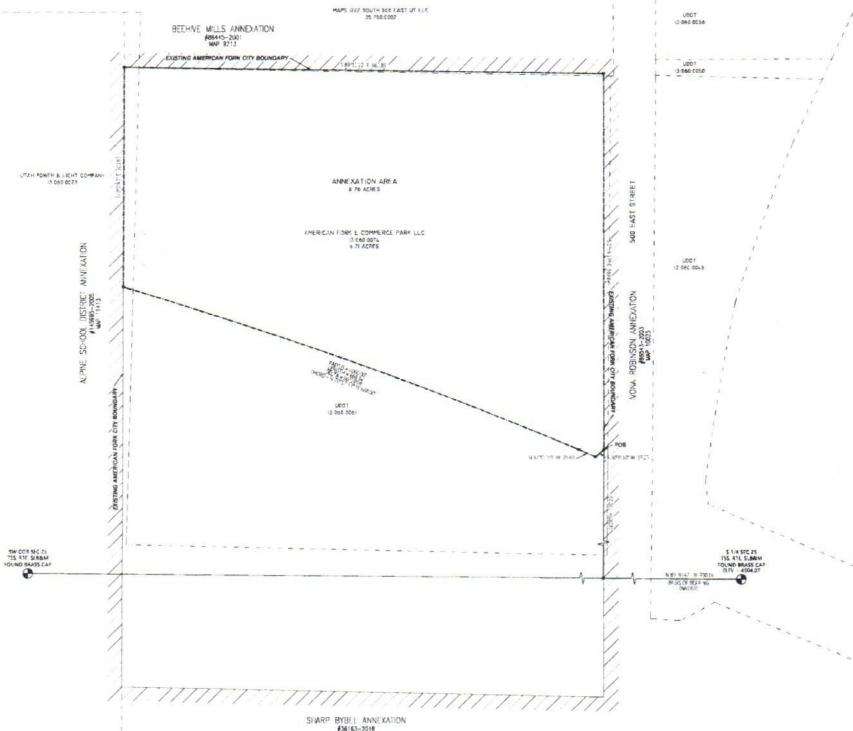
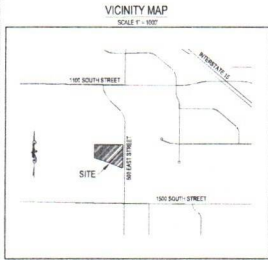
Address

Telephone Number

Email Address

(Attach additional Sheets as needed)

ATTACHMENT #2



SURVEYOR'S CERTIFICATE
 I, AARON D. THOMAS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD LICENSE NO. 8418780 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT OF ANNEXATION TO THE CORPORATE LIMITS OF AMERICAN FORK CITY, UTAH COUNTY, UTAH IS A TRUE AND CORRECT REPRESENTATION OF DATA COMPILED FROM RECORDS ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER.

DATE _____ SURVEYOR'S NAME _____

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT LOCATED ON THE WESTERLY BOUNDARY OF THE VONA ROBINSON ANNEXATION SAID POINT BEING LOCATED NORTH 86.2011° WEST ALONG SECTION LINE 888.11 FEET AND NORTH 732.28 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S41, 1 EAST 848.84 FEET AND N61.9011° WEST 19.29 FEET, THENCE NORTH 67.3787° WEST 24.49 FEET, THENCE ALONG THE ARC OF A 680.80 FOOT RADIUS CURVE TO THE LEFT 88.84 FEET THROUGH A CENTRAL ANGLE OF 96.1038° C-CHORD BEARS NORTH 70° 7' 30" WEST 888.92 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE ALPINE SECTION GARRISON AMERICAN FORK ANNEXATION, THENCE ALONG THE S.W. 1/4 SEC. 18 AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE COURSES AND DISTANCES: 1) NORTH 73.28° EAST 30.85 FEET; 2) SOUTH 87° 12' EAST 88.84 FEET; AND 3) SOUTH 71° 17' EAST 818.84 FEET TO THE POINT OF BEGINNING.
 CONTAINING 6.78 ACRES MORE OR LESS.
 BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM NAD83, CENTRAL ZONE.

ACCEPTANCE BY LEGISLATIVE BODY
 We, the duly elected Council of the City of American Fork, Utah, have received a request to initiate procedures for the annexation of the tract of land shown hereon, which tract constitutes a portion of existing unincorporated territory within or contiguous to the City, and do hereby certify: (1) the Council has adopted a resolution setting forth its intent to annex the tract, provided notice and a public hearing on the matter, and adopted an ordinance providing for the annexation of the tract to the City, all in accordance with the provisions of Section 10-2-418 Utah Code Annotated, as amended; and (2) that the Council does hereby approve and accept the annexation of the tract of land shown hereon as a part of American Fork City, to be known hereinafter as the E-COMMERCE PARK ANNEXATION.

DATED THIS ____ DAY OF _____ A.D. 2014

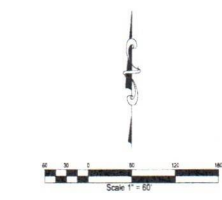
MAYOR _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____

ATTEST _____

FINAL LOCAL ENTITY PLAT
E-COMMERCE PARK ANNEXATION
 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S41, 1 EAST AMERICAN FORK, UTAH COUNTY, UTAH
 SCALE 1" = 80 FEET

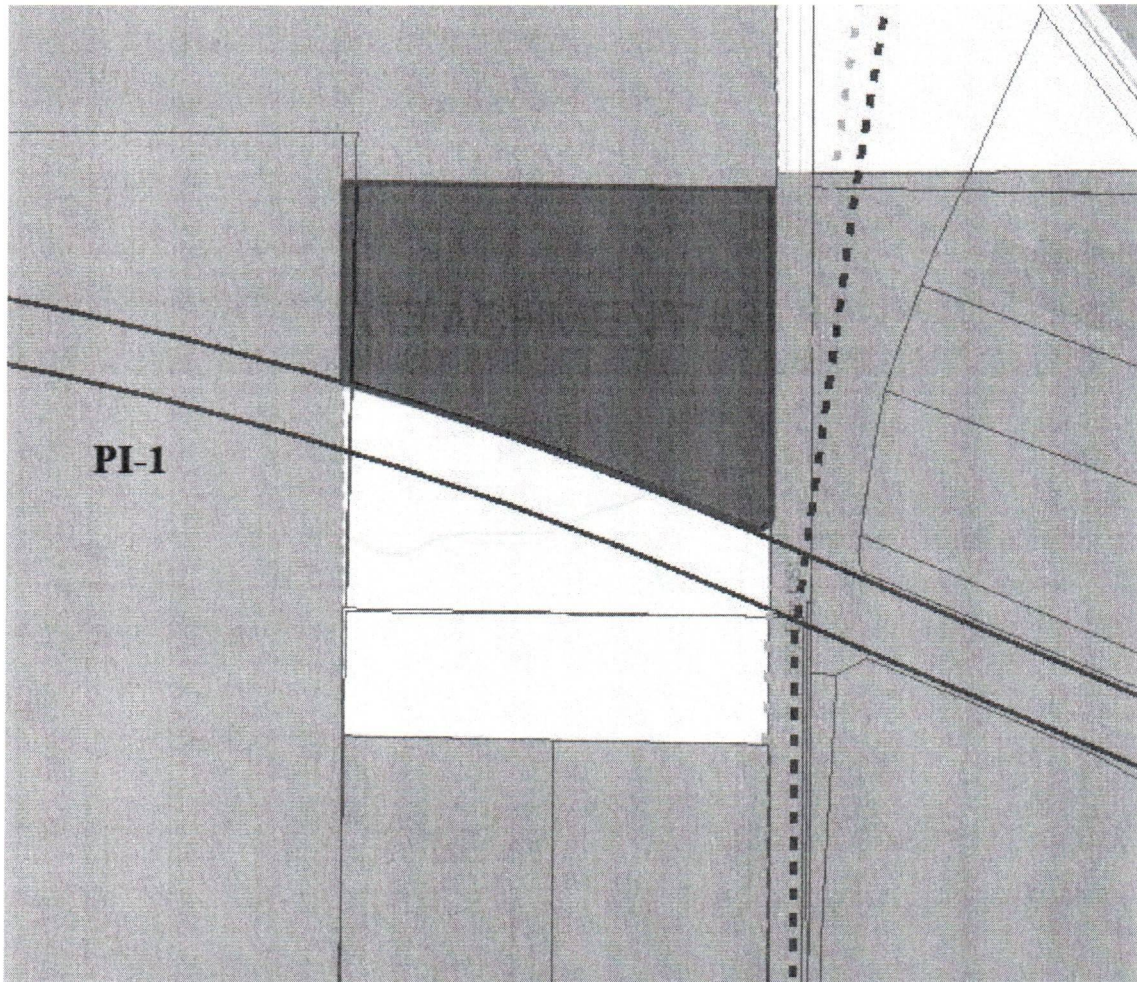


COUNTY SURVEYOR'S CERTIFICATE
 THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT, PURSUANT TO UTAH CODE ANN. § 11-2-20 AS AMENDED.

COUNTY SURVEYOR _____ DATE _____

SEAL: AARON D. THOMAS, LICENSE NO. 8418780, UTAH COUNTY, UTAH

ATTACHMENT #3



ATTACHMENT #4

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the _____ day of _____, 20____ ("**Effective Date**"), by and between *American Fork E-commerce Park 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. 13:060:0074 ("**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 _____, 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 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 DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation ("**Agreement**") is entered into as of the 12 day of November, 2021 ("**Effective Date**"), by and between American Fork E-commerce Park 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. 13:060:0074 ("**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 November 12, 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.

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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.

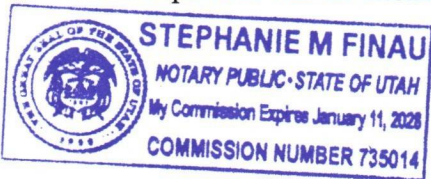
AMERICAN FORK CITY

Bradley J. Frost
Bradley J. Frost, Mayor

Attest: Terilyn Lurker
Terilyn Lurker, City Recorder

STATE OF UTAH)
COUNTY OF Utah) :SS

On the 14th day of November, 2024, personally appeared before me Bradley J. Frost and Terilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Delay Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.



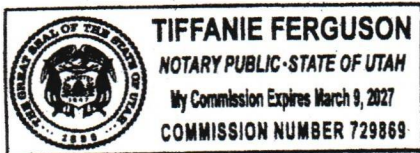
Stephanie Finau
NOTARY PUBLIC

[OWNER] American Fork E-commerce Park LLC

Bart Boggess
Bart Boggess, manager

STATE OF UTAH)
COUNTY OF UTAH) :SS

On the 8th day of August, 2024, Bart Boggess personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.



Tiffanie Ferguson
NOTARY PUBLIC

EXHIBIT A

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



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****

December 2, 2024

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

RE: E-Commerce Park Annexation

To Whom It May Concern:

At the November 12, 2024, City Council meeting, American Fork City adopted Ordinance No. 2024-11-49 which approved the E-Commerce Park Annexation into American Fork City. Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map.

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

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

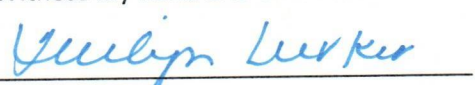
If you have any questions or need further information, please call me at 801-763-3000.

Sincerely,

David Bunker, City Administrator

State of Utah
County of Utah

On this 2nd day of December, 2024, personally appeared David Bunker, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Public

