

STATE OF UTAH



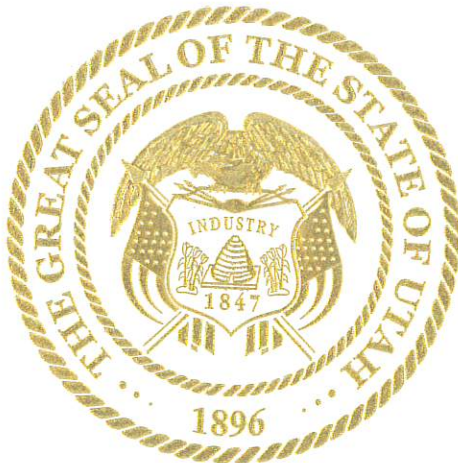
OFFICE OF THE LIEUTENANT GOVERNOR

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 AUTO MALL DRIVE EXTENSION ANNEXATION, located in AMERICAN FORK CITY, dated DECEMBER 2, 2024, complying with §10-2-407, Utah Code Annotated, 1953, as amended.

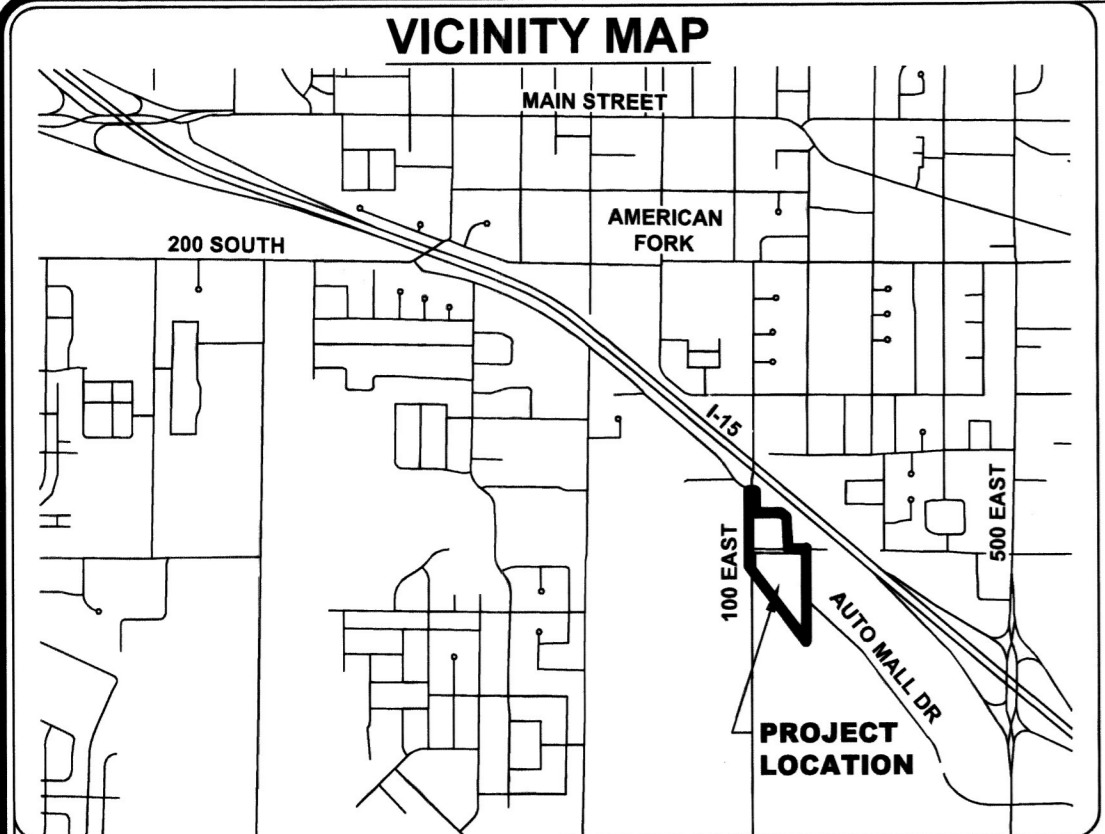
Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the AUTO MALL DRIVE EXTENSION ANNEXATION, located in UTAH COUNTY, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 23rd day of January, 2025 at Salt Lake City, Utah.



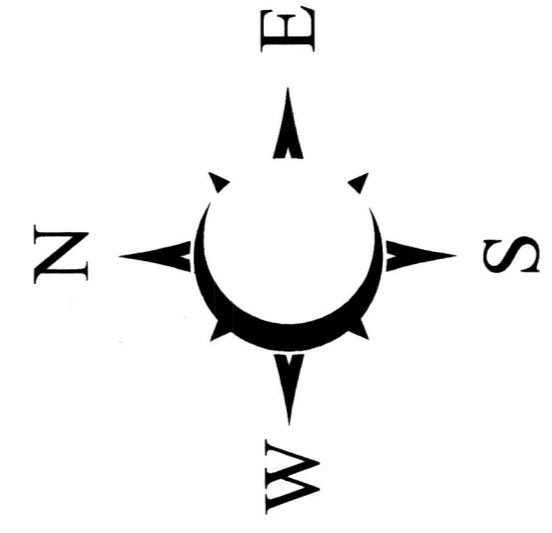
A handwritten signature in black ink that reads "Deidre M. Henderson".

DEIDRE M. HENDERSON
Lieutenant Governor



AUTO MALL DRIVE EXTENSION ANNEXATION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 23 & THE
NORTHEAST QUARTER OF 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN.



SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLDEN JR. DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7173588 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH AND THAT A SURVEY OF THE DESCRIBED PROPERTY HEREIN WAS PERFORMED UNDER MY DIRECTION. (SEE SEAL BELOW)

SIGNED ON THIS 13 DAY OF NOVEMBER 2024
DAN E. KNOWLDEN JR. PLS 7173588

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE BOYDE G. WILLIAMS ANNEXATION BOUNDARY, SAID POINT BEING NORTH 00°03'01" WEST 693.23 ALONG THE SECTION LINE AND WEST 328.96 FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°09'26" WEST 967.56 FEET ALONG SAID ANNEXATION BOUNDARY TO THE EASTERLY RIGHT-OF-WAY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 37°06'50" WEST 989.90 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE FRAZIER ANNEXATION NO. 2 BOUNDARY; THENCE NORTH 00°04'30" EAST 785.25 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT "A" BOUNDARY; THENCE EAST 68.15 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE GREENWOOD ADDITION NO. 2 ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 231.18 FEET; (2) EAST 270.87 FEET; (3) SOUTH 49°52'10" EAST 74.19 FEET; (4) EAST 15.41 FEET TO A POINT ON THE PECK-ELLSWORTH ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°00'16" WEST 327.66 FEET; (2) SOUTH 89°52'29" EAST 187.80 FEET TO THE POINT OF BEGINNING. CONTAINING 11.75 ACRES OR 511,931 SQFT. MORE OR LESS

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 17-23-20 AS AMENDED

Chilly Cate 12/04/2024
UTAH COUNTY SURVEYOR DATE

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 AN 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 AUTO MALL DRIVE EXTENSION ANNEXATION.

DATED THIS 12 DAY OF NOVEMBER 2024

Benjamin CITY COUNCIL MEMBER
MAYOR
Edm CITY COUNCIL MEMBER
John CITY COUNCIL MEMBER
John CITY COUNCIL MEMBER
John CITY COUNCIL MEMBER
John CITY COUNCIL MEMBER
John CITY COUNCIL MEMBER
John CITY RECORDER

SURVEYOR'S SEAL 	COUNTY SURVEYOR SEAL 	CLERK-RECORDER SEAL
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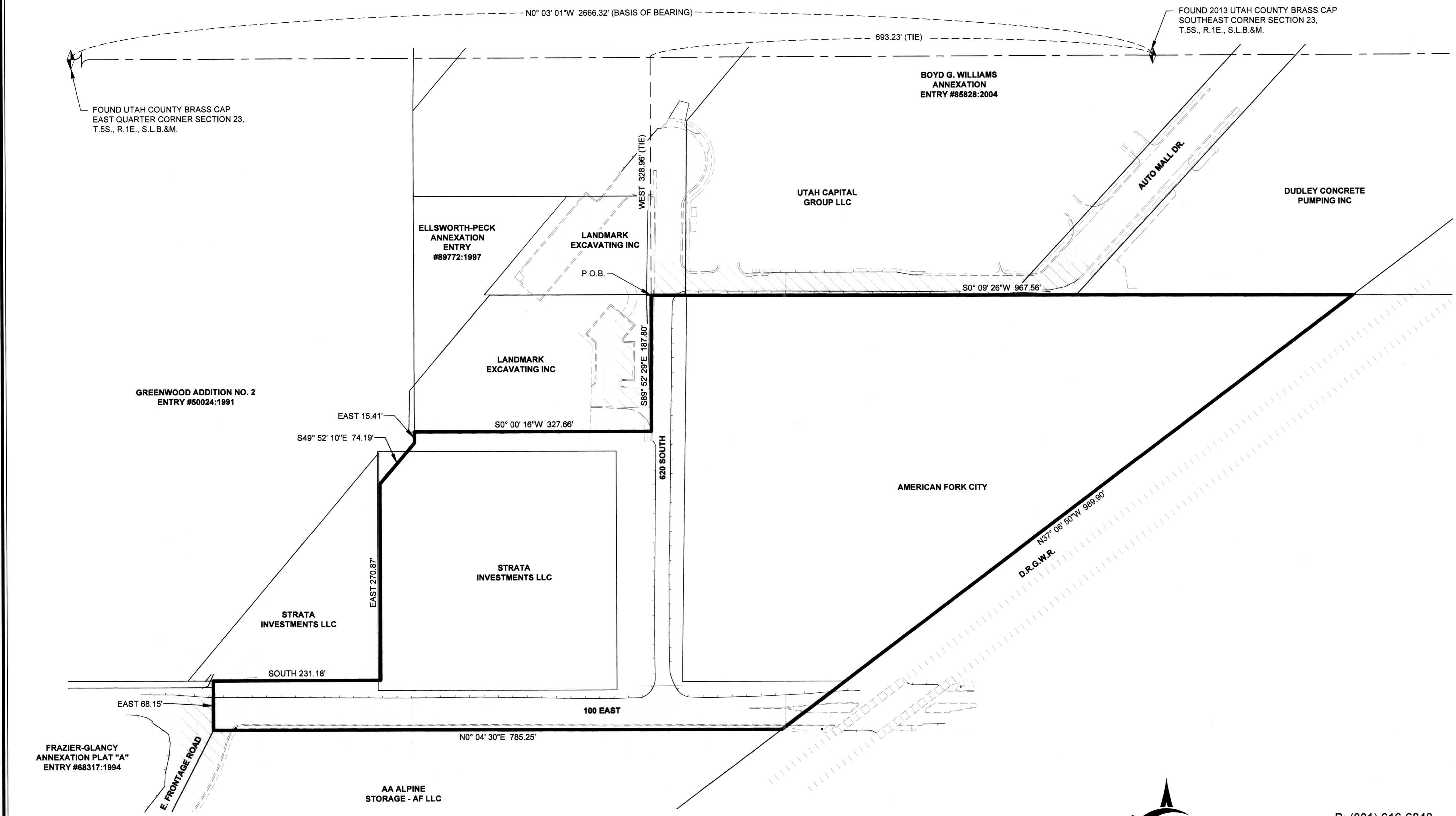
DRAWN: THK	PROJECT #	SCALES
DESIGNER: DEK	VA 804	HORIZ: 1"=80'
REVIEWED: DEK	DATE: 7/01/2024	

FINAL LOCAL ENTITY PLAT

AUTO MALL DRIVE EXTENSION ANNEXATION

AMERICAN FORK CITY, UTAH

COUNTY RECORDER: SHEET



LEGEND

- = COUNTY MONUMENT
- = SECTION LINE
- = ANNEXATION BOUNDARY LINE
- = AMERICAN FORK CITY BOUNDARY



P: (801) 616-6848
F: (801) 704-9384
surveydanpls@gmail.com
563 North Rees Ave.
Spanish Fork, UT 84660

ORDINANCE NO. 2024-11-50

AN ORDINANCE BY THE AMERICAN FORK CITY COUNCIL APPROVING THE AUTO MALL DRIVE EXTENSION ANNEXATION, CONSISTING OF 11.75 ACRES AT APPROXIMATELY 620 SOUTH 100 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 26, 2024, by American Fork City, and Strata Investments, 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 Auto Mall Drive Extension Annexation consisting of 11.75 acres at approximately 620 South 100 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 Planned Commercial (GC-2) and Planned Industrial (PI-1) zones as shown in Attachment "B" and subject to the terms and conditions of the Auto Mall Drive Extension 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



ATTACHMENT "A"

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE BOYDE G. WILLIAMS ANNEXATION BOUNDARY, SAID POINT BEING NORTH 00°03'01" WEST 693.23 ALONG THE SECTION LINE AND WEST 328.96 FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 00°09'26" WEST 967.56 FEET ALONG SAID ANNEXATION BOUNDARY TO THE EASTERLY RIGHT-OF-WAY LINE OF DENVER AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 37°06'50" WEST 989.90 FEET ALONG SAID EASTERLY LINE TO A POINT ON THE FRAZIER ANNEXATION NO. 2 BOUNDARY; THENCE NORTH 00°04'30" EAST 785.25 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT "A" BOUNDARY; THENCE EAST 68.15 FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE GREENWOOD ADDITION NO. 2 ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING FOUR (4) COURSES; (1) SOUTH 231.18 FEET; (2) EAST 270.87 FEET; (3) SOUTH 49°52'10" EAST 74.19 FEET; (4) EAST 15.41 FEET TO A POINT ON THE PECK-ELLSWORTH ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) COURSES; (1) SOUTH 00°00'16" WEST 327.66 FEET; (2) SOUTH 89°52'29" EAST 187.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.75 ACRES OR 511,931 SQFT. MORE OR LESS

**ANNEXATION AGREEMENT
(Auto Mall Drive Extension Annexation)**

This Annexation Agreement ("Agreement"), made and entered into this 12th day of November, 2024, by and between City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), Strata Investments, LLC, a Utah Limited Liability Corporation (hereafter referred to as "Strata"), is based on the following:

RECITALS

WHEREAS, Strata Investments LLC is the owner of certain parcels of privately-owned real property constituting 100 percent of the privately owned real property within the 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) 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. 2024-09-33R, 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 real 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: Strata 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 freely and voluntarily. Further, Strata and City hereby acknowledge and agree 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: Strata hereby affirm that their respective parcels of real property constitute 100 percent of the privately owned real property within the Annexation Area and Strata 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 and Design Commercial. Therefore, the zone classification attached to the parcel's shall be PI-1 and GC-2. 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).

City hereby acknowledges that Strata currently utilizes Parcel 13:050:0061, as identified with the Utah County Recorder's Office, for the purpose of outside storage. City agrees that Strata and/or its successors or assigns, shall be permitted to continue its existing use on the portions of said parcel not dedicated for the public right-of-way, as noted on Attachment 4 to this Agreement. Expansion of the current use will not be permitted. Expansion of use shall be defined as any improvement that expands the footprint of the existing structure and/or installation of improvements, which require permits and/or site plan approval, that would intensify the existing use.

SECTION 5 - Right-of-way to be Conveyed:

The City's General Plan provides for the development of Auto Mall Drive as a Minor Collector and 100 East as a Major Collector. As a condition of annexation, Strata hereby agrees to dedicate and convey to the City any right-of-way necessary for Auto Mall Drive and 100 East in the location as described in the warranty deed attached hereto as Attachment 4.

Additionally, the City agrees to convey to the Strata the surplus right-of-way along 100 East and Auto Mall Drive, as identified in the quit claim deed attached hereto as Attachment 5. Strata shall have no obligation to construct any right-of-way improvements for Auto Mall Drive and 100 East unless and until any improvement or development occurs within the Annexation Area.

Notwithstanding, it is known to the City that Strata desires to construct the sewer mainline and laterals to its property in conjunction with the City's construction of improvements for Auto Mall Drive. The parties agree that the City will include said improvements in its scope of work for the Auto Mall Drive Improvements request for proposals. However, all costs relating to the installation of the sewer mainline and laterals shall be at Strata's sole expense and shall only be installed by the City pursuant to a future reimbursement agreement satisfactory to both parties.

Development of Auto Mall Drive and 100 East, including the sewer mainline and

laterals, will be subject to the provisions as outlined in the American Fork City Development Code in effect at the time of development. Strata shall be responsible for the cost of all minimum level of improvements required at the time of improvement or development.

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 Strata 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 6.

SECTION 7 - Open Ditches to be Piped: The City shall be obligated to pipe the portions of the ditch impacted by the construction and installation of the Auto Mall Drive extension (i.e. the portions of the ditch that the Auto Mall Drive Extension crosses over). City and Strata acknowledge that it is the burden of the property owner/developer, in full, to pipe any and all remaining 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: Strata agree to pay any outstanding property taxes on its real property located within 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 is required prior to recording 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 the City, Strata or any successor may have for the payment of any applicable impact fees required as a condition of development of the Annexation Area or any portion thereof. Strata 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 Strata, to Strata Investments, LLC – 195 East 620 South American Fork City, UT 84003

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.

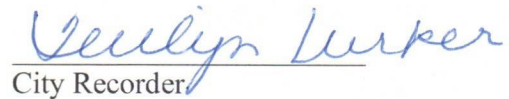
SECTION 14 - Binding Effect: This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

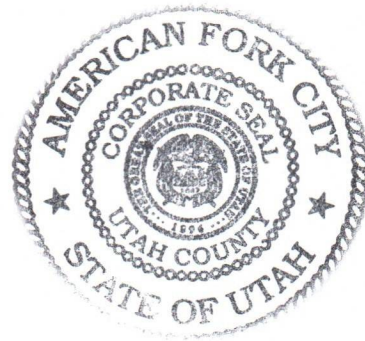
AMERICAN FORK CITY


Bradley J. Frost, Mayor

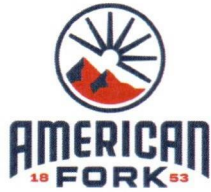
ATTEST:


Cecilyn Lurker
City Recorder


Strata Investments LLC



ATTACHMENT #1



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

CERTIFICATION OF PETITION FOR ANNEXATION

Auto Mall Drive Extension Annexation

September 11, 2024

VIA Email to:

Contact Sponsor – American Fork City
American Fork City Mayor and Council Members
Utah County Commissioners

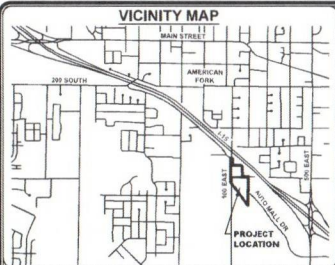
I, Terilyn Lurker, the City Recorder for American Fork City, Utah County, Utah, do certify that I have reviewed the Petition for Annexation of the Auto Mall Drive Extension Annexation that was filed with my office on August 26, 2024. On September 10, 2024, the American Fork City Council adopted Resolution No. 2024-09-33R accepting the Petition for Annexation. I find that the petition meets the requirements of Utah Code Subsection 10-2-403(3) and (4) and do hereby certify the Petition for Annexation in accordance with Utah Code Section 10-2-405(2).

Dated this 11th day of September, 2024.

Terilyn Lurker, City Recorder

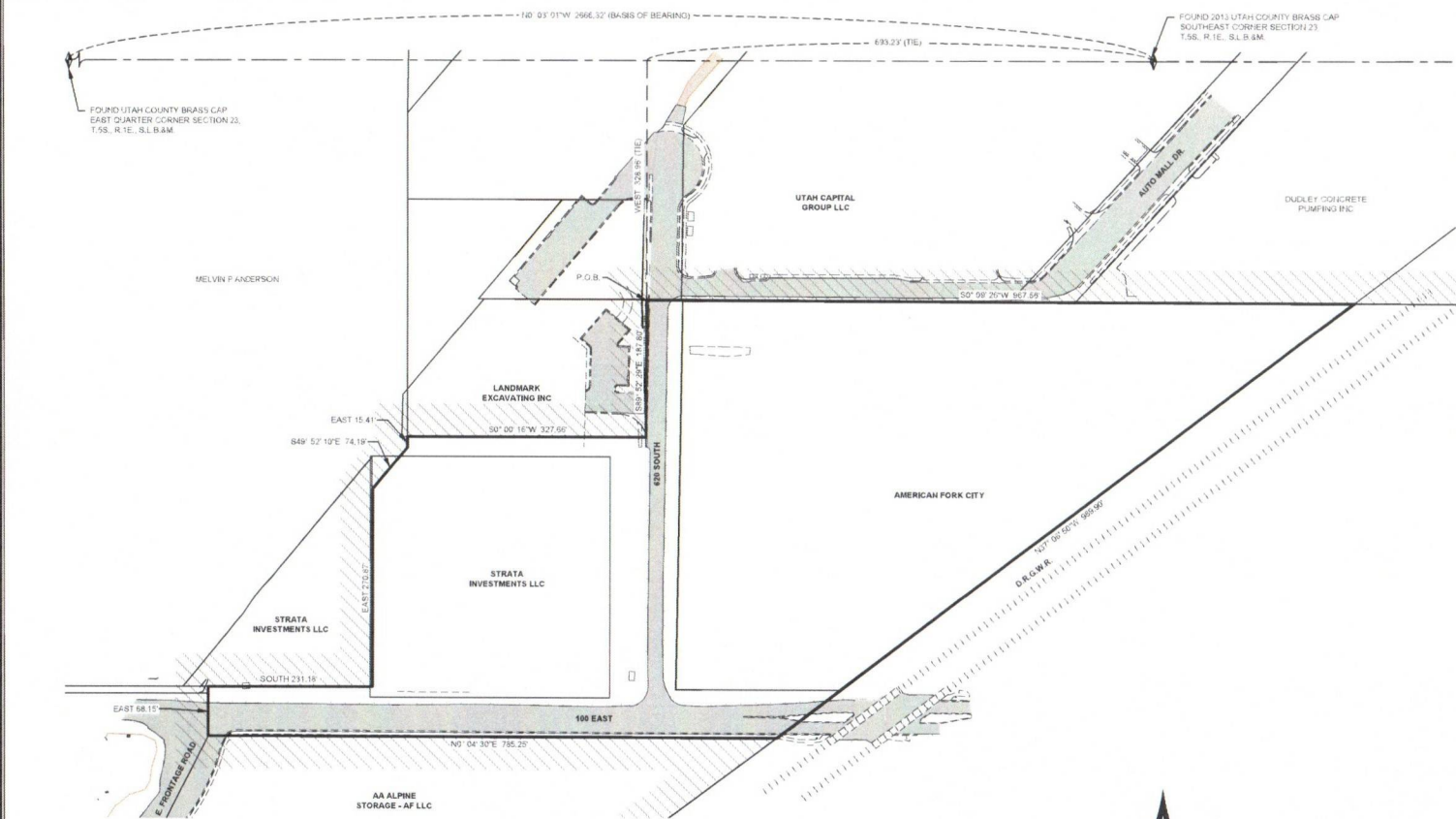
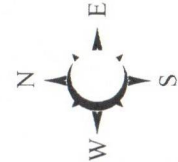


ATTACHMENT #2



AUTO MALL DRIVE EXTENSION ANNEXATION

LOCATED IN SECTION 23 & 26, TOWNSHIP 5 SOUTH, RANGE 1 EAST
SALT LAKE BASE AND MERIDIAN.



LEGEND

	= COUNTY MONUMENT
	= SECTION LINE
	= ANNEXATION BOUNDARY LINE
	= AMERICAN FORK CITY BOUNDARY



P (801) 616-6848
F (801) 704-9384
surveydanpls@gmail.com
563 North Rees Ave
Spanish Fork, UT 84660

SURVEYOR'S CERTIFICATE

I, DAN E. KNOWLDEN, JR., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 7173588 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH AND THAT A SURVEY OF THE DESCRIBED PROPERTY HEREIN WAS PERFORMED UNDER MY DIRECTION. (SEE SEAL BELOW)

SIGNED ON THIS _____ DAY OF _____ 2024
DAN E. KNOWLDEN, JR. PLS 7173588

BOUNDARY DESCRIPTION

BEGINNING AT A POINT (2) THE BOYDE G. WILLIAMS ANNEXATION BOUNDARY; (3)40 POINT BEING NORTH 60°00'01" WEST 693.23' ALONG THE SECTION LINE AND WEST 328.96' FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 80°00'20" WEST 997.55' FEET ALONG SAID ANNEXATION BOUNDARY TO THE EASTERLY RIGHT-OF-WAY LINE OF DEJERIE AND RIO GRANDE WESTERN RAILROAD; THENCE NORTH 37°00'50" WEST 589.90' FEET ALONG SAID EASTERLY LINE TO A POINT ON THE FRAZIER ANNEXATION NO. 2 BOUNDARY; THENCE NORTH 90°44'30" EAST 285.25' FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE FRAZIER-GLANCY ANNEXATION PLAT 'A' BOUNDARY; THENCE EAST 68.15' FEET ALONG SAID ANNEXATION BOUNDARY TO A POINT ON THE GREENWOOD ADDITION NO. 2 ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING FOUR (4) COURSES, (1) SOUTH 231.18 FEET, (2) EAST 273.87 FEET, (3) SOUTH 47°52'10" EAST 74.19 FEET, (4) EAST 15.41 FEET TO A POINT ON THE PECKELGORTH ANNEXATION BOUNDARY; THENCE ALONG SAID ANNEXATION BOUNDARY THE FOLLOWING TWO (2) COURSES, (1) SOUTH 60°00'18" WEST 327.66 FEET, (2) SOUTH 89°52'25" EAST 187.89 FEET TO THE POINT OF BEGINNING, CONTAINING 11.75 ACRES OR 511,931 SQFT. MORE OR LESS.

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 17-23-27 AS AMENDED.

UTAH COUNTY SURVEYOR _____ DATE _____

ACCEPTANCE BY LEGISLATIVE BODY

WE, THE ELEGED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEEDINGS FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN 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 AUTO MALL DRIVE EXTENSION ANNEXATION.

DATED THIS _____ DAY OF _____ 20____

MAYOR _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY COUNCIL MEMBER _____
CITY COUNCIL MEMBER _____ CITY RECORDER _____

SURVEYOR'S SEAL	COUNTY SURVEYOR'S SEAL	CLERK/RECORDER SEAL

DRAWN: TJK	PROJECT #	
DESIGNED: DEK	VIA: 304	
REVIEWED: DEK	DATE: 7/01/2024	

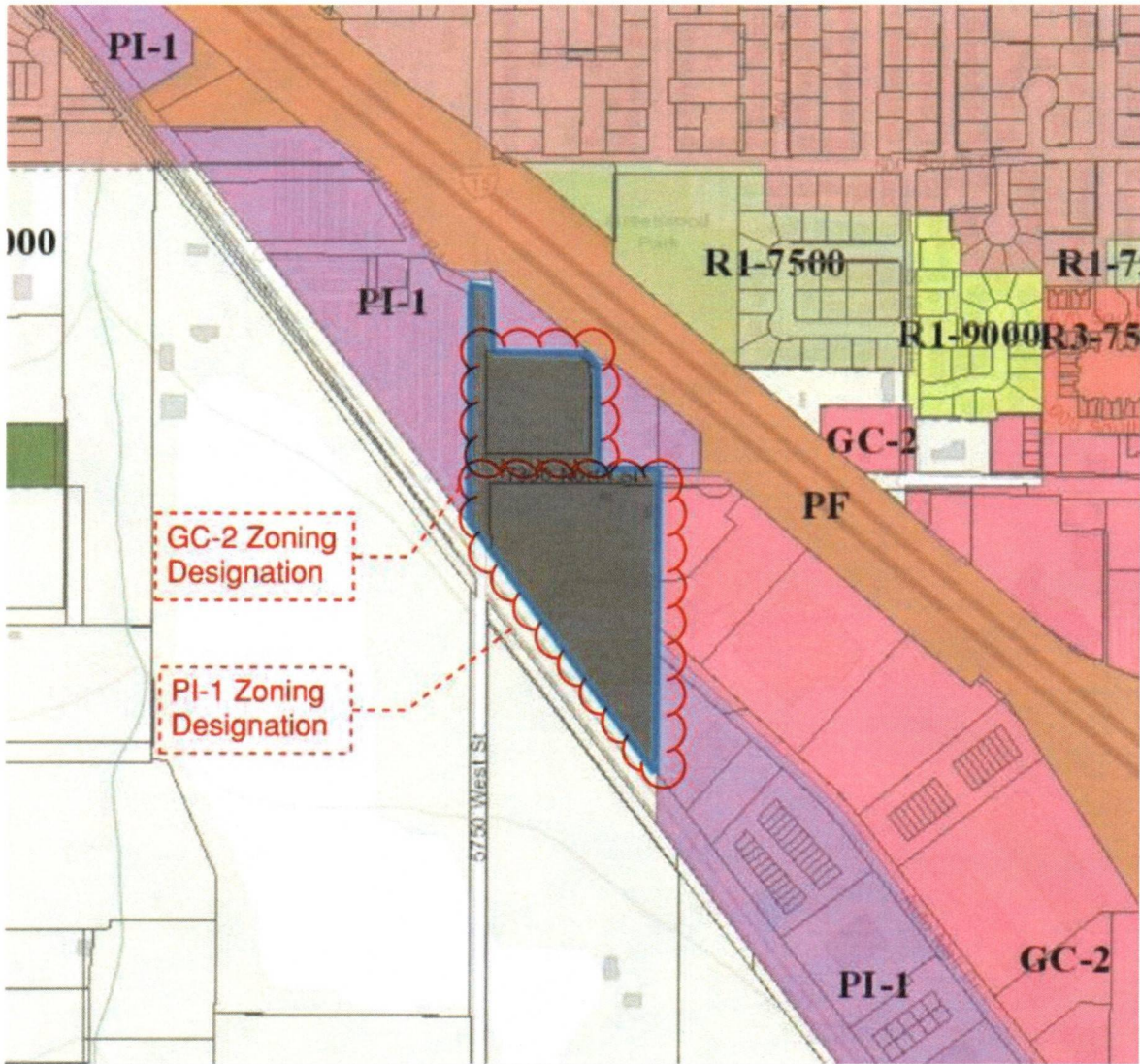
FINAL LOCAL ENTITY PLAT

AUTO MALL DRIVE EXTENSION ANNEXATION

AMERICAN FORK CITY, UTAH

COUNTY RECORDER	SHEET
	1 of 1

ATTACHMENT #3



ATTACHMENT #4

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

WARRANTY DEED

Parcel # 1 Tax ID: 13:050:0062
Parcel # 2 Tax ID: 13:050:0061

Strata Investments, LLC, a Utah Limited Liability Company, GRANTOR, of American Fork City, County of Utah, State of Utah, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTEE, for the sum of \$10.00, and other good and valuable considerations, the following described parcel of land in Utah County, as Public Right-of-Way, to-wit:

A PORTION OF PARCEL [NEED PARCEL FROM COUNTY RECORDER]

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 217.14 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 49°52'26" EAST 20.21 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°14'09" WEST 68.20 FEET; THENCE SOUTH 33°16'10" WEST 22.93 FEET; THENCE SOUTH 00°14'09" WEST 35.86 FEET; THENCE SOUTH 01°43'46" WEST 80.93 FEET TO THE POINT OF BEGINNING.


CONTAINING 1,504 SQFT. MORE OR LESS

A PORTION OF PARCEL [NEED PARCEL FROM COUNTY RECORDER]

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1072.50 FEET ALONG THE SECTION LINE AND WEST 860.07 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 01°43'46" WEST 37.47 FEET; THENCE SOUTH 00°14'09" WEST 143.31 FEET; THENCE SOUTH 00°08'56" WEST 149.24 FEET; THENCE WEST 11.38 FEET; THENCE NORTH 330.00 FEET; THENCE EAST 13.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,940 SQFT. MORE OR LESS

WITNESS, the hand of said Grantors, this 8TH day
of January, A.D. 2025.

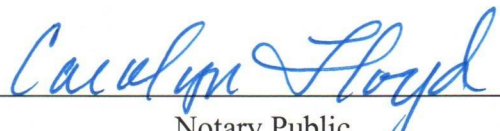


Nathan Simpson, Manager

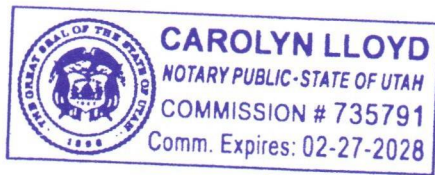
STATE OF Utah)
COUNTY OF Utah) §

On the date first above written personally appeared before me,
Nathan Simpson, the signers of
the within and foregoing instrument, who duly acknowledged to me that they executed the
same.

WITNESS my hand and official stamp the date in this certificate first above
written:



Notary Public



FOUND UTAH COUNTY
BRASS CAP
EAST QUARTER CORNER
SECTION 23
T 5S, R 1 E, SLB & M

PARCEL #1
STRATA INVESTMENTS
TO AMERICAN FORK CITY

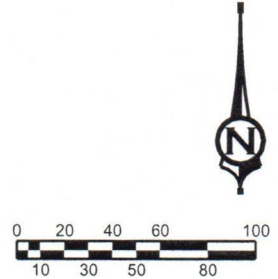
STRATA INVESTMENTS TO A.F. CITY PARCEL #1

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 217.14 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 15; THENCE SOUTH 49°52'26" EAST 20.21 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTH 00°14'09" WEST 68.20 FEET; THENCE SOUTH 33°16'10" WEST 22.93 FEET; THENCE SOUTH 00°14'09" WEST 35.86 FEET; THENCE SOUTH 01°43'46" WEST 80.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,504 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13-050-0062

POB PARCEL #1



WEST
859.38'
WEST
860.07'

N00°03'01"W
1094.78' (PARCEL #1)

POB PARCEL #2

PARCEL #2
STRATA INVESTMENTS
TO AMERICAN FORK CITY

STRATA INVESTMENTS TO A.F. CITY PARCEL #2

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1072.50 FEET ALONG THE SECTION LINE AND WEST 860.07 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 01°43'46" WEST 37.47 FEET; THENCE SOUTH 00°14'09" WEST 143.31 FEET; THENCE SOUTH 00°08'56" WEST 149.24 FEET; THENCE WEST 11.38 FEET; THENCE NORTH 330.00 FEET; THENCE EAST 13.49 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,940 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13-050-0081

LANDMARK EXCAVATING INC
13-050-0056

N00°03'01"W
1094.78' (PARCEL #1)

N00°03'01"W
1072.50' (PARCEL #2)

10.00' TYP. PROPOSED P.U.E. BEHIND FUTURE BACK OF WALK

FUTURE IMPROVEMENTS

AUTO MALL DR.

620 SOUTH

AMERICAN FORK
CITY
13-050-0084

FOUND UTAH COUNTY
BRASS CAP
SOUTHEAST CORNER
SECTION 23
T 5S, R 1 E, SLB & M

AA ALPINE STORAGE-AF LLC
13-050-0128

100 EAST

**STRATA INVESTMENTS TO AMERICAN FORK CITY
EXHIBIT "A"**

AMERICAN FORK CITY, UTAH

DRAWING REUSE STATEMENT
THIS DOCUMENT AND THE INFORMATION HEREIN ARE THE PROPERTY OF MUSTANG DESIGN AND IS NOT TO BE REPRODUCED, MODIFIED OR USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF MUSTANG DESIGN, LLC.

PROJ. # 2023007	DRAWN BY: ML
DESIGN BY: BK	CHECKED BY: JLC
SCALE OF SHEET: 1" = 80'	SHEET ROW
OF 1	

LAST DATE OF CHANGE: OCTOBER 28, 2024



MUSTANG DESIGN, LLC
791 N. 100 E, SUITE 200
LEHI, UTAH 84043

ATTACHMENT #5

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

QUIT CLAIM DEED

American Fork City, a municipal corporation of the state of Utah, of 51 East Main Street, American Fork, Utah 84003, GRANTOR, hereby QUITCLAIMS to Strata Investments LLC, a Utah Limited Liability Company, GRANTEE, for the sum of \$10.00, and other good and valuable considerations, the following described parcel of land in Utah County, to-wit:

A PORTION OF PARCEL 13:050:0062

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 22.28 FEET; THENCE WEST 0.67 FEET; THENCE NORTH 01°43'46" EAST 22.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 7 SQFT. MORE OR LESS

A PORTION OF PARCEL 13:050:0061

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 708.60 FEET ALONG THE SECTION LINE AND WEST 516.80 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 89°51'04" WEST 211.07 FEET; THENCE ALONG THE ARC OF A 283.00' RADIUS NON-TANGENT CURVE TO THE LEFT 64.27 FEET; THROUGH A CENTRAL ANGLE 13°01'12" (CHORD BEARS NORTH 83°20'44" WEST 64.13 FEET); THENCE NORTH 89°51'04" WEST 20.26 FEET; THENCE NORTH 72°41'39" WEST 20.34 FEET; THENCE NORTH 89°51'04" WEST 14.31 FEET; THENCE NORTH 43°59'43" WEST 24.41 FEET; THENCE NORTH 00°08'56" EAST 2.22 FEET; THENCE EAST 345.70 FEET; THENCE SOUTH 33.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,345 SQFT. MORE OR LESS

WITNESS, the hand of said Grantors, this 8 day
of January, A.D. 2025.

Brad Frost
Brad Frost, Mayor

STATE OF Utah)
COUNTY OF Utah)

On the date first above written personally appeared before me,
Mayor Bradley J. Frost, the signers of the within and
foregoing instrument, who duly acknowledged to me that they executed the same.

WITNESS my hand and official stamp the date in this certificate first above
written:

Terilyn Lurker
Notary Public



FOUND UTAH COUNTY
BRASS CAP
EAST QUARTER CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

A.F. CITY TO STRATA INVESTMENTS PARCEL #1

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 1094.78 FEET ALONG THE SECTION LINE AND WEST 859.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 22.28 FEET; THENCE WEST 0.67 FEET; THENCE NORTH 01°43'46" EAST 22.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 7 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13.050.0062

POB PARCEL #1

PARCEL #1
ROW DEDICATED FROM AMERICAN
FORK CITY TO STRATA INVESTMENTS



WEST
859.38'

N00°03'01"W
1094.78' (PARCEL #1)

A.F. CITY TO STRATA INVESTMENTS PARCEL #2

BEGINNING AT A POINT LOCATED NORTH 00°03'01" WEST 708.60 FEET ALONG THE SECTION LINE AND WEST 516.80 FEET FROM THE SOUTHEAST CORNER OF SECTION 23, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 89°51'04" WEST 211.07 FEET; THENCE ALONG THE ARC OF A 283.00' RADIUS NON-TANGENT CURVE TO THE LEFT 64.27 FEET; THROUGH A CENTRAL ANGLE 13°01'12" (CHORD BEARS NORTH 83°20'44" WEST 64.13 FEET); THENCE NORTH 89°51'04" WEST 20.26 FEET; THENCE NORTH 72°41'39" WEST 20.34 FEET; THENCE NORTH 89°51'04" WEST 14.31 FEET; THENCE NORTH 43°59'43" WEST 24.41 FEET; THENCE NORTH 00°08'56" EAST 2.22 FEET; THENCE EAST 345.70 FEET; THENCE SOUTH 33.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,345 SQFT. MORE OR LESS

STRATA INVESTMENTS LLC
13.050.0062

LANDMARK EXCAVATING INC
13.050.0058

10.00' TYP. PROPOSED P.U.E.
BEHIND FUTURE BACK OF WALK

PARCEL #2
ROW DEDICATED FROM AMERICAN
FORK CITY TO STRATA INVESTMENTS

POB PARCEL #2

WEST
516.80'

N00°03'01"W
708.60' (PARCEL #2)

FUTURE IMPROVEMENTS

AUTO MALL DR.

620 SOUTH

FOUND UTAH COUNTY
BRASS CAP
SOUTHEAST CORNER
SECTION 23,
T 5S, R 1 E, SLB & M

AA ALPINE STORAGE-AF LLC
13.050.0128

100 EAST

AMERICAN FORK CITY TO STRATA INVESTMENTS
EXHIBIT "A"

AMERICAN FORK CITY, UTAH

DRAWING REUSE STATEMENT

THIS DOCUMENT AND THE INFORMATION HEREIN ARE THE PROPERTY OF MUSTANG DESIGN AND IS NOT TO BE REPRODUCED, MODIFIED OR USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT OR EXTENSION OF THIS PROJECT EXCEPT BY WRITTEN AUTHORIZATION OF MUSTANG DESIGN, LLC.

LAST DATE OF CHANGE: OCTOBER 28, 2024

PROJ. #	2023007
DRAWN BY	ML
DESIGN BY	DK
CHECKED BY	HJC
SCALE OF SHEET	1" = 80'
SHEET	ROW
OF	1

MUSTANG DESIGN, LLC
791 N. 700 E, SUITE 200
LEHI, UTAH 84043

ATTACHMENT #6

WATER DELAY AGREEMENT FOR ANNEXATION

This Water Delay Agreement for Annexation (“**Agreement**”) is entered into as of the 12 day of November, 2024 (“**Effective Date**”), by and between Strata Investments 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. 13:050:0061 (“**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, 2024. 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. Conveyance of Water Rights/Shares. 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 (“**Water Conveyance**”). Owner will convey clear title to the required amount of the Water Conveyance to the City to meet the dedication requirements. If the Water Conveyance consists of any water rights, the Water Conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Water Conveyance 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 Water Conveyance once it has been conveyed to the City.

4. Change Application. If any of the Water Conveyance 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 Water Conveyance. Owner shall convey unencumbered title to the required Water Conveyance to the City. If the Water Conveyance 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.

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

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.

[OWNER]

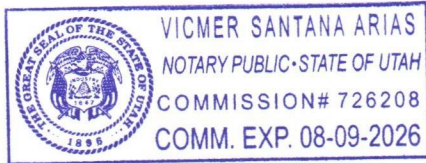
[Handwritten Signature]

STATE OF UTAH)
:SS
COUNTY OF Utah)

On the 3 day of January, 2025, Nathan Simpson personally appeared before me and duly acknowledged that he/she executed this Water Delay Agreement for the purposes stated therein.

[Handwritten Signature]

NOTARY PUBLIC





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: Auto Mall Drive Extension Annexation

To Whom It May Concern:

At the November 12, 2024, City Council meeting, American Fork City adopted Ordinance No. 2024-11-50 which approved the Auto Mall Drive Extension 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

