

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from AMERICAN FORK CITY, dated July 10<sup>th</sup>, 2007, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to AMERICAN FORK CITY, 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 24<sup>th</sup> day of April, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT  
Lieutenant Governor

AF City  
51 E. Main  
American Fork UT 84003



AN ORDINANCE

AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AS AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

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

SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE SUBJECT TO ALL OF THE ORDINANCES AND REGULATIONS THEREOF, AND THAT THE DESCRIPTION OF THE BOUNDARIES OF AMERICAN FORK CITY AS SET FORTH IN SECTION 1.12.010 OF THE REVISED ORDINANCES BE AMENDED TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY TO-WIT:

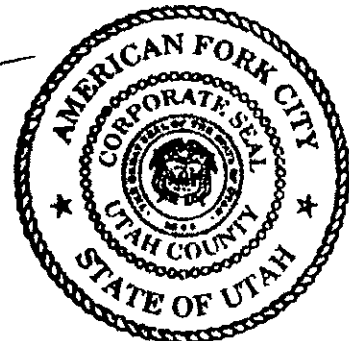
ENT 38475:2008 Pg 1 of 14  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2008 Apr 02 11:31 am FEE 0.00 BY SW  
RECORDED FOR AMERICAN FORK CITY

ORDINANCE NO.  
PROVIDENCE HEIGHTS ANNEXATION (1050 SOUTH 860 EAST)  
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE GC-2, GENERAL COMMERCIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE PROVIDENCE HEIGHTS 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 10 DAY OF JULY, 2007.

*Heber M. Thompson*  
HEBER M. THOMPSON, MAYOR



ATTEST:

STATE OF UTAH  
COUNTY OF UTAH

I, RICHARD M. COLBORN, CITY RECORDER OF AMERICAN FORK CITY, UTAH, DO HEREBY CERTIFY THE ABOVE AND FOREGOING TO BE A FULL, TRUE AND CORRECT COPY OF AN ORDINANCE AMENDING SECTION 1.12.010 OF THE REVISED ORDINANCES OF AMERICAN FORK CITY 1985, AMENDED, ANNEXING CERTAIN PROPERTIES TO AMERICAN FORK CITY AND ESTABLISHING ZONING CLASSIFICATION FOR SAID PROPERTY.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 10 DAY OF JULY, 2007.

Received

*Richard M. Colborn*  
RICHARD M. COLBORN, CITY RECORDER

APR 22 2008

Gary R. Herbert  
Lieutenant Governor

SURVEYORS CERTIFICATE

I, BARRY L. PETERSON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 166406 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED INTO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

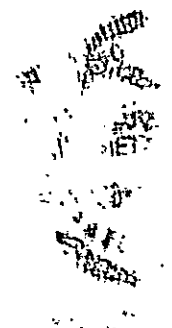
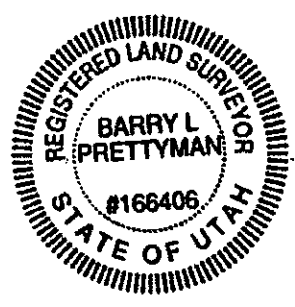
BOUNDARY DESCRIPTION

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 25, AND RUNNING THENCE WEST A DISTANCE OF 401.56 FEET; THENCE NORTH A DISTANCE OF 58.09 TO THE POINT OF BEGINNING.

THENCE CONTINUE N71°58'00"W A DISTANCE OF 305.05 FEET; THENCE S89°55'00"W A DISTANCE OF 499.05 FEET; THENCE N49°53'00"W A DISTANCE OF 455.50 FEET; THENCE N02°51'37"E A DISTANCE OF 143.09 FEET; THENCE S89°50'30"E A DISTANCE OF 1123.18 FEET; THENCE S00°46'30"E A DISTANCE OF 527.04 FEET TO THE POINT OF BEGINNING CONTAINING 10.43 ACRES.

*Barry L. Peterson*  
SURVEYOR

*June 1, 2005*  
DATE



ACCEPTANCE BY THE 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

# ATTACHMENT B

CC approved draft  
corrected

## ANNEXATION AGREEMENT (Providence Heights Annexation)

This Agreement, made and entered into this 10 day of July 2008, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and DGN Partners LLC (hereafter referred to as "Applicant"), is based on the following:

### RECITALS

**WHEREAS**, Applicant is the owner of that certain parcel of privately owned real property situated within the boundary of the Providence Heights Annexation, identified and described on Attachment 1 as the "Roper Parcel". The Roper Parcel is located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City. An application requesting City to initiate annexation proceedings for annexation of the territory together with a map showing the area within the annexation (hereafter referred to as "Annexation Area") has been submitted. A copy of the *Request to Initiate Annexation of Land Within an Island or Peninsula* (Attachment 2) and the appurtenant annexation plat (Attachment 1) are attached hereto; and

**WHEREAS**, the area proposed for annexation constitutes a portion of an existing island or peninsula; and

**WHEREAS**, in accordance with the provisions of UCA 10-2-418, the American Fork City Council has heretofore adopted Resolution No. 05-06-24R indicating its intent to annex the entire Annexation Area. Further, notice of hearing regarding the proposed annexation has been published and the public hearing thereon held. No protests to the annexation have been received; and

**WHEREAS**, The City Council has determined that annexation of the real property described on Attachment 1 is in the best interest of City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, concurrently with the approval and execution of this Agreement, and (2) authorize the recording of the annexation plat at the office of the Utah County Recorder, subject to those certain understandings as are more fully set forth in this Agreement and completion of all outstanding tasks identified herein or otherwise required prior to annexation.

### TERMS AND CONDITIONS

**NOW THEREFORE**, based on the above recitals and in consideration of the annexation of the territory described in Attachment 1 to City, the parties covenant and agree as follows:

**SECTION 1.** The real property to which the terms of this Agreement apply shall be the parcel of private property within the Annexation Area, set forth on Attachment 1, which is, by this reference, made part of this Agreement.

**SECTION 2.** Applicant and City acknowledge that 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 development as set forth in this Agreement and as required by the terms of City's Development Code and Impact Fee Ordinance.

**SECTION 3.** Applicant hereby affirms that it is the current sole owner of the privately owned parcel identified on Attachment 1 and has complete authority to enter into this Agreement and to bind the properties hereto.

**SECTION 4.** The north and west boundary of the property are adjacent to the North Valley Business Park and the southern boundary is adjacent to commercial lands located within the GC-2. The Land Use Element of the General Plan for the area shows the property located north of Sam White Lane within the Planned Community designation. The initial zone classification for the Annexation Area shall be the GC-2 Commercial Zone and the I-15 Corridor Sign Location Zone.

**SECTION 5.** As part of the request for annexation, Applicant has submitted an Annexation Concept Plan (Attachment 3) showing the intended development within the Annexation Area as a combination of office buildings (3) and one commercial structure. The City Council has reviewed the proposed Annexation Concept Plan and determined that the proposed uses, density of development and style of proposed dwellings are in general compliance with the intent of the Planned Community designation of the General Plan and represents a plan which qualifies as a "logical extension of the primary design for the area". The finding of general compliance is conditioned upon the understanding that all future submittals will substantially conform with the term of the Annexation Concept Plan. Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of the sensitive lands ordinance.

**SECTION 6.** City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land as a combination office and commercial development. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, the possibility of jurisdictional wetlands, liquefaction potential, high water table, unstable soils and the presence of historic open drains (sloughs) which require the need for more definitive studies to determine suitability of the area for development. In furtherance of securing annexation and development approval, Applicant agrees to provide a geotechnical study report and other documents covering the Annexation Area, identifying certain natural conditions, indicating any areas that may be unsuitable for development and providing recommendations for mitigation. All further submissions for development approval within the Annexation Area will incorporate impacts relating to wetlands, drainage or other natural condition identified in the geotechnical report and as set forth in the criteria for development on sensitive lands within City, including but not limited to:

- A. **Impact of Jurisdictional Wetland Areas.** Applicant acknowledges that a portion of the Annexation has been delineated as wetland. A final determination of the wetland status of the lands within the Annexation Area will be required by the U.S. Army Corps of Engineers and/or the Utah State Engineer. Any development plan shall require evidence of approval by the appropriate approval authority prior to any approval by City.

- B. **Impact of Drainage Facilities.** The Annexation Area contains or is bordered by extensive drainage facilities. Relocation and improvement of the sloughs and one or more of the several on-site land drains in the Annexation Area is probable in order to better accommodate the construction of adjacent roads and utilities. Any proposed change to the drainage facilities should be consistent with the Drainage Element of the General Plan.
- C. **Preservation of Water Quality and Rates of Flow.** Development of the Annexation Area will effect the quality and rate of flow of storm water generated from the Annexation Area. Any proposal for development within the Annexation Area shall include provisions and facilities for the preservation of historic stream flows and water quantity and also a waiver, consent or other evidence of acceptability from downstream users regarding the proposed facilities and program.
- D. **Preservation of Downstream Water Rights.** A review of water rights data indicate that there are several holders of water right claims to the flows of streams downstream of the Annexation Area. Any proposal for development of the Annexation Area shall include a waiver or consent by all holders of downstream water rights.
- E. **Impact on Underground Water Flows.** Any development plan should include provisions which preserve the historic underground water flows.

**SECTION 7.** City has determined that 860 East Street, which runs adjacent to the eastern boundary of the Annexation Area has insufficient width to safely accommodate anticipated traffic levels. As a condition of annexation, Applicant hereby agrees to convey to City the right-of-way required for widening of 860 East Street, following the alignment of the adjacent parcel on the north. The approximate location of the area to being conveyed for street widening purposes is shown on Attachment 3. Applicant agrees to convey the right-of-way area required for development of 860 East Street and to convey such area as a dedication on the final plat.

**SECTION 8.** Current City annexation policies require that all signatories to the petition convey to City sufficient water right to meet the needs of the proposed development. Based on the terms of the Annexation Concept Plan, the amount of water right required to meet the requirements of the project area is estimated at approximately 28 acre feet, determined as follows:

1.	Building 1 (four stories)	6 ac.ft.
2.	Building 2 (four stories)	6 ac.ft.
3.	Building 3 (five stories)	8 ac.ft.
4.	Building 4 (general commercial).	4 ac.ft.
5.	Park and common area	4 ac.ft.

In the event that final development plans result in a conveyance requirement which exceeds the amount provided, City retains the right to require additional water right in the amount necessary to meet the additional demand as a condition of development approval.

**SECTION 9.** The water right conveyance requirement is to be satisfied through the conveyance of a portion of an existing well right appurtenant to the premises and identified on the records of the Utah State Engineer as Water User Claim No. 55-1462. City has preliminarily reviewed the water right proposed for conveyance and concluded that the amount of water represented by the right is equal to or greater than the amount required if approved for municipal

use by the Utah State Engineer. Applicant has submitted a change application to the Utah State Engineer for the purpose of quantifying the amount of water under WUC #55-1462 and securing approval of a change to municipal use from the City-owned sources (Attachment 5). In the event that the Utah State Engineer shall deny the request for change or shall reduce the quantity available under the right to an amount less than the amount to meet the needs of the project, Applicant agrees to provide additional water right, approved for municipal use by City, in the amount of any shortfall. City agrees to delay the actual time of conveyance of water right until the time of final approval of each building. In the event that the Utah State Engineer shall act to approve an amount greater than required to meet the requirements of the project, City agrees to release any claim it may have to such portion not required to meet the needs of the project.

**SECTION 10.** No impact fees are required 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 11.** Should any of the parties default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any defaulting performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

**SECTION 12.** Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- a. If to City, to the City of American Fork, 51 East Main Street, American Fork, Utah 84003.
- b. If to Applicant, to DGN Partners, LLC, 1909 West State Road #250, Pleasant Grove, Utah.

**SECTION 13.** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorneys fees and court costs in addition to other lawful damages resulting therefrom.

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

DGN PARTNERS LLC

By: Bret D. Nelson  
Its: MANAGER

AMERICAN FORK CITY

Robert M. Thompson  
Mayor

ATTEST:

R.M. Oel  
City Recorder



**LIST OF ATTACHMENTS**

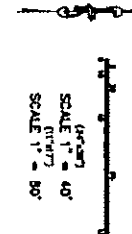
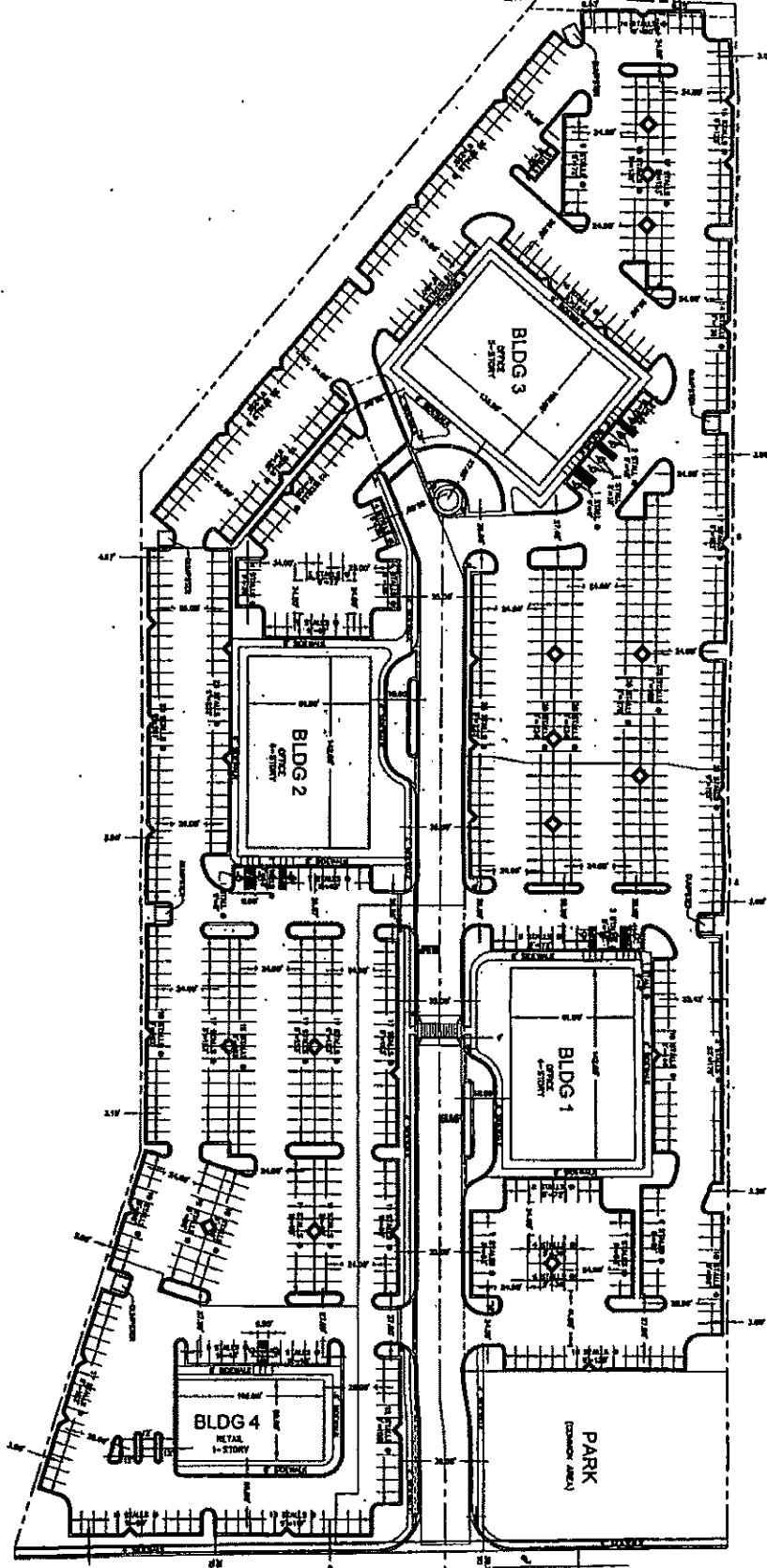
- Attachment 1.** Copy of Annexation Plat
- Attachment 2.** Copy of Request to Initiate Annexation
- Attachment 3.** Copy of Annexation Concept Plan
- Attachment 4.** Copy of Change Application submitted to Utah State Engineer







# ATTACHMENT 3



# APPLICATION FOR PERMANENT CHANGE OF WATER

## ATTACHMENT 4 STATE OF UTAH

Rec. by BC

Fee Amt. \$100.00

Receipt # 07-05352

For the purpose of obtaining permission to make a permanent change of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Section 73-3-3 Utah Code Annotated 1953, as amended.

CHANGE APPLICATION NUMBER: a33624  
(C6082RTARANTJ)

WATER RIGHT NUMBER: 55-1462

\*\*\*\*\*  
This Change Application proposes to change the POINT(S) OF DIVERSION, PLACE OF USE, and NATURE OF USE.  
\*\*\*\*\*

### 1. OWNERSHIP INFORMATION.

A. NAME: DGN Partners, LLC  
ADDRESS: ATTN: Steve Davies  
1909 West State Road, #250  
Pleasant Grove, UT 84062

**RECEIVED**  
OCT 11 2007  
BC  
WATER RIGHTS  
SALT LAKE

INTEREST: 100%

NAME: American Fork City  
ADDRESS: ATTN: Rodney Despain (City Planner)  
51 East Main Street  
American Fork Utah 84003

INTEREST: 0%

### B. PRIORITY OF CHANGE:

FILING DATE:

### C. EVIDENCED BY: 55-1462 (D977)

-----\*  
\* DESCRIPTION OF CURRENT WATER RIGHT: \*  
-----\*

### 2. SOURCE INFORMATION.

A. QUANTITY OF WATER: 41.42 acre-feet

B. SOURCE: Underground Water Wells

COUNTY: Utah

### C. POINT(S) OF DIVERSION.

POINTS OF DIVERSION -- UNDERGROUND:  
(1) N 581 feet W 1.520 feet from E $\frac{1}{4}$  corner, Section 25, T 5S, R 1E, SLBM  
WELL DIAMETER: 6 inches WELL DEPTH: 193 feet  
(2) N 577 feet W 619 feet from E $\frac{1}{4}$  corner, Section 25, T 5S, R 1E, SLBM  
WELL DIAMETER: 5 inches WELL DEPTH: 167 feet  
(3) N 576 feet W 953 feet from E $\frac{1}{4}$  corner, Section 25, T 5S, R 1E, SLBM  
WELL DIAMETER: 2 inches WELL DEPTH: 110 feet

3. WATER USE INFORMATION.

IRRIGATION: from Apr 1 to Oct 31. IRRIGATING: 10.2500 acres.

STOCKWATERING: from Jan 1 to Dec 31. EQUIVALENT LIVESTOCK UNITS: 15.0000.

4. PLACE OF USE.

(Which includes all or part of the following legal subdivisions:)

BASE TOWN	RANG	SEC	NORTH-WEST ¼				NORTH-EAST ¼				SOUTH-WEST ¼				SOUTH-EAST ¼			
			NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE
SL	5S	1E	25							X	X							

-----\*

\* THE FOLLOWING CHANGES ARE PROPOSED: \*

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5. SOURCE INFORMATION.

- A. QUANTITY OF WATER: 41.42 acre-feet
- B. SOURCE: Underground Water Wells (8) existing COUNTY: Utah
- C. POINT(S) OF DIVERSION. Changed as Follows:

- POINTS OF DIVERSION -- UNDERGROUND:
- (1) N 69 feet E 2,269 feet from SW corner, Section 36, T 4S, R 1E, SLBM  
WELL DIAMETER: 16 inches WELL DEPTH: 555 feet  
COMMENT: Alpine Country Club Well
  - (2) N 31 feet E 1,492 feet from SW corner, Section 01, T 5S, R 1E, SLBM  
WELL DIAMETER: 20 inches WELL DEPTH: 478 feet  
COMMENT: Race Track Well
  - (3) S 2,106 feet E 1,300 feet from NW corner, Section 01, T 5S, R 1E, SLBM  
WELL DIAMETER: 16 inches WELL DEPTH: 555 feet  
COMMENT: Boley Well
  - (4) N 34 feet E 94 feet from S ¼ corner, Section 12, T 5S, R 1E, SLBM  
WELL DIAMETER: 16 inches WELL DEPTH: 413 feet  
COMMENT: 6th East Well
  - (5) N 1,587 feet E 998 feet from W ¼ corner, Section 12, T 5S, R 1E, SLBM  
WELL DIAMETER: 16 inches WELL DEPTH: 432 feet  
COMMENT: Tri-City Golf Course Well
  - (6) N 1,677 feet W 2,151 feet from S ¼ corner, Section 13, T 5S, R 1E, SLBM  
WELL DIAMETER: 20 inches WELL DEPTH: 490 feet  
COMMENT: Hospital Well
  - (7) N 131 feet E 1,684 feet from W ¼ corner, Section 14, T 5S, R 1E, SLBM  
WELL DIAMETER: 16 inches WELL DEPTH: 902 feet  
COMMENT: J.C. Park Well
  - (8) N 1,309 feet W 8 feet from S ¼ corner, Section 07, T 5S, R 2E, SLBM  
WELL DIAMETER: 12 inches WELL DEPTH: 363 feet  
COMMENT: Warnick Well

D. COMMON DESCRIPTION: American Fork Municipality



RECEIVED

NOV 14 2007

HOWATER RIGHTS  
SALT LAKE

# Proof of Publication

Jennette Esplin being first duly sworn according to law, disposes and says that she is the Office Manager of North County Newspapers, a weekly newspaper printed and published at Pleasant Grove, Utah County, Utah and of general circulation therein; that the Notice, a copy of which is hereto attached, was printed and published in said paper.

for \_\_\_\_\_ TWO \_\_\_\_\_ consecutive week  
the first publication on the \_\_\_\_\_ 25 \_\_\_\_\_ day  
of \_\_\_\_\_ OCTOBER \_\_\_\_\_ 2007  
And the last on the \_\_\_\_\_ 1 \_\_\_\_\_ day  
of \_\_\_\_\_ NOVEMBER \_\_\_\_\_ 2007

*Jennette Esplin*  
\_\_\_\_\_

## NOTICE TO WATER USERS

The State Engineer received the following Application(s) in Utah County (Locations in SLB&M).

For more information or to receive a copy of filings, visit <http://water-rights.utah.gov> or call 1-866-882-4428. Persons objecting to an application must file a CLEARLY READABLE protest stating FILING NUMBER, REASONS FOR OBJECTION, PROTESTANTS' NAME AND RETURN ADDRESS, and any request for a hearing. Protest must be filed with the

State Engineer, Box 146300, Salt Lake City, UT 84114-6300 on or before NOVEMBER 21, 2007. These are informal proceedings as per Rule

RB55-6-2 of the Division of Water Rights. (The Period of Use is generally year-round except irrigation which is generally from Apr 1 to Oct 31 each year.)

### CHANGE APPLICATION(S)

57-10375(a33363): Central Utah Water Conservancy District, East Jordan Irrigation Company propose(s) using 2005.0 ac-ft. from groundwater (Saratoga Springs Service Area) for MUNICIPAL: In Saratoga Springs.

54-1229(a33476): WW Ranches, LC, Eagle Mountain City propose(s) using 731.18 ac-ft. from groundwater (Eagle Mountain City) for MUNICIPAL: In Eagle Mountain.

55-1462(a33624): American Fork City, DGN Partners, LLC propose(s) using 41.42 ac-ft. from groundwater (American Fork Municipality) for MUNICIPAL: In American Fork.

54-226(a33636): Scott C. and Julie A. McLachlan propose(s) using 83.24 ac-ft. from groundwater (2 Miles SE of Camp Williams) for IRRIGATION; STOCKWATERING; DOMESTIC.

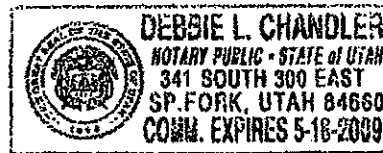
### EXTENSION(S)

55-8236(a16480): Oldcastle MMG Inc. Is/are filing an extension for 1.0 cfs or 96.0 ac-ft. from groundwater (0.5 mi NE of Camp Williams) for OTHER: Washing aggregate and mixing concrete.

Jerry D. Olds, P.E.

STATE ENGINEER

Published in North County Newspapers on October, 25 & November 1, 2007. #00302582



Subscribed and sworn to before me this 7<sup>th</sup> day of \_\_\_\_\_ NOVEMBER \_\_\_\_\_ 2007

*Debbie L. Chandler*  
\_\_\_\_\_

Notary Public

**SURVEYORS CERTIFICATE**  
 I, BARRY L. PETERSON DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 14608 AS PREScribed UNDER THE PROFESSIONAL LAND SURVEYORS ACT, CHAPTER 17, SECTION 2-101, UTAH CODE ANNEXATION MAP OF THE TRACT OF LAND TO BE ANNEXED INTO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

**BOUNDARY DESCRIPTION**  
 COMMENCING AT THE EAST 1/4 CORNER OF SECTION 25, AND RUNNING THENCE WEST A DISTANCE OF 401.56 FEET, THENCE NORTH A DISTANCE OF 28.09 TO THE POINT OF BEGINNING.  
 THENCE CONTINUE N71°38'00"W A DISTANCE OF 305.05 FEET; THENCE S89°55'00"W A DISTANCE OF 499.05 FEET; THENCE N43°33'00"W A DISTANCE OF 455.50 FEET; THENCE N02°51'37"E A DISTANCE OF 143.08 FEET; THENCE S89°50'00"E A DISTANCE OF 1123.18 FEET; THENCE S00°46'30"E A DISTANCE OF 527.04 FEET TO THE POINT OF BEGINNING CONTAINING 10.43 ACRES.

*Barry L. Peterson*  
 SURVEYOR  
 DATE: *June 1, 2008*

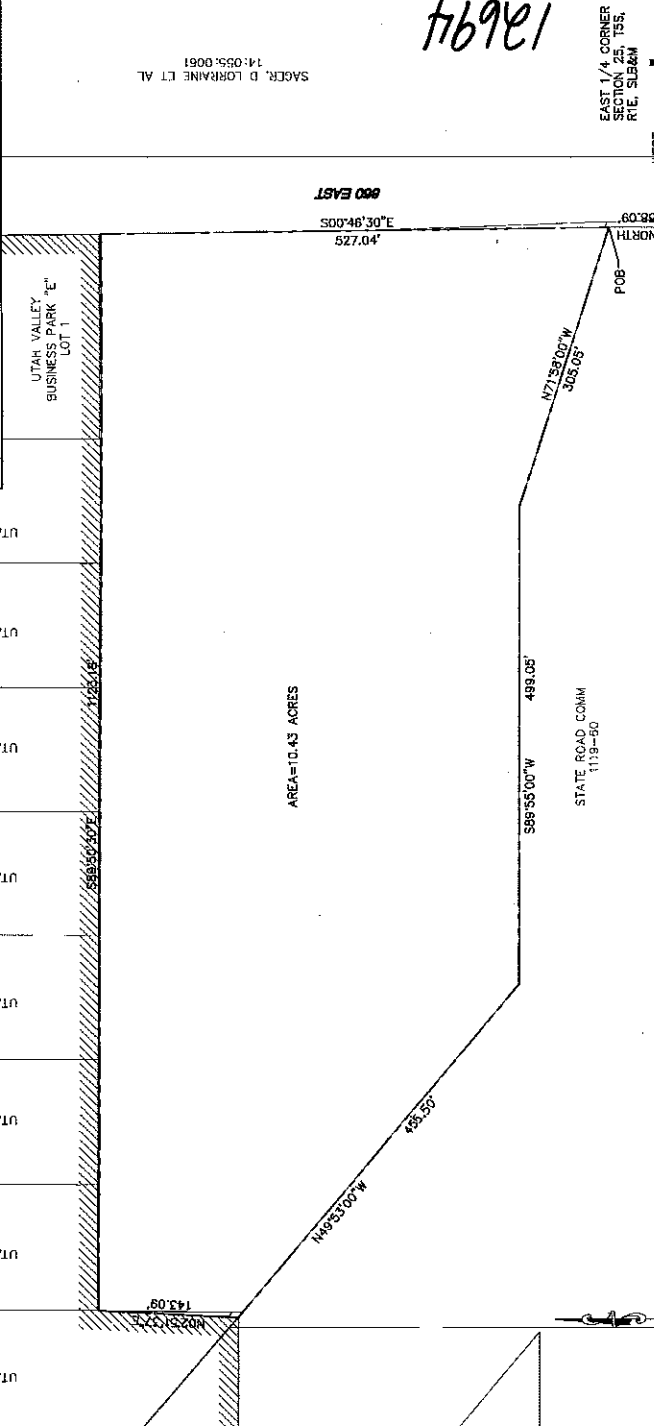
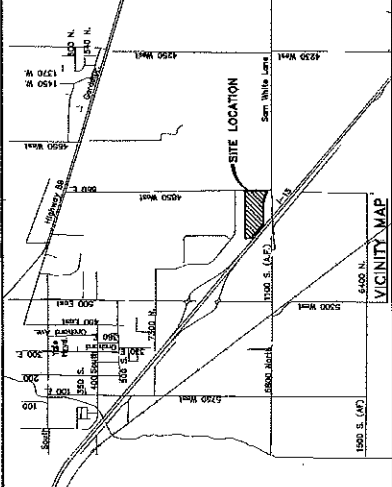


**ACCEPTANCE BY THE LEASER/ACTIVE BODY**  
 WE, THE DULY ELECTED COUNCIL OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO INITIATE PROCEDURES FOR THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON TO THE CITY OF AMERICAN FORK, UTAH. WE HEREBY CERTIFY: (1) THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEX THE TRACT PROVIDED NOTICE AND CONDUCTED HEARINGS ON THE MATTER 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 HERE AFTER AS THE EMBLEMED/SHOWN ANNEXATION.

DATED THIS 10 DAY OF July, 2008  
*Mark Thompson*  
*Andy Lee*  
*Sherry Hansen*  
 CLERK RECORDER  
 DATE



**ANNEXATION PLAT**  
**PROVIDENCE HEIGHTS**  
**ANNEXATION**  
 AMERICAN FORK CITY, UTAH COUNTY, UTAH



12694

EAST 1/4 CORNER SECTION 25, T5S, R1E, S1&M

WEST 401.56'

POB

ATLAS ENGINEERING  
 PHONE: 801-402-4227  
 17400 S 2500 W  
 PROVO, UT 84608

EXISTING AMERICAN FORK CITY BOUNDARY

SCALE: 1" = 80'  
 SCALE: 1" = 120'

362 25 155 PC  
 10 060. R2