

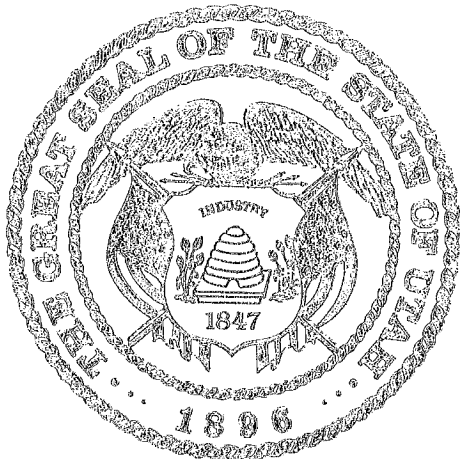
STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR
CERTIFICATE OF ANNEXATION

I, GREG BELL, 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 April 12th, 2011, 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 28th day of
April, 2011 at Salt Lake City, Utah.

A handwritten signature in black ink, appearing to read "G Bell".

GREG BELL
Lieutenant Governor

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:

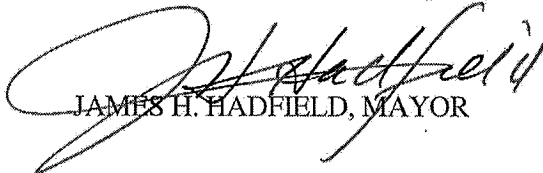
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE 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:

ORDINANCE NO. 2011-04-09
LEBARON ANNEXATION (900 EAST BAMBERGER DRIVE)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE GC-2 AND PF ZONES AS PROVIDED IN ATTACHMENT 'B' AND SUBJECT TO THE TERMS AND CONDITIONS OF THE LEBARON ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'C'.

SECTION III. THAT THE PREVIOUS ANNEXATION ORDINANCE 08-01-06 FOR THE LEBARON ANNEXATION IS DECLARED TO BE NULL AND VOID.

SECTION IV. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 12 DAY OF APRIL, 2011.

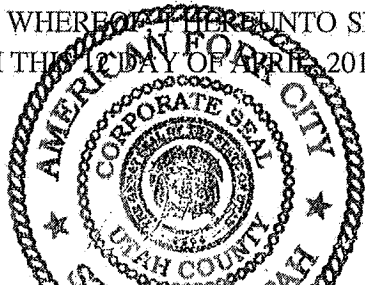

JAMES H. HADFIELD, MAYOR

ATTEST:

STATE OF UTAH
COUNTY OF UTAH

I, TERILYN LURKER, DEPUTY 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 HEREBY UNTO SET MY HAND AND AFFIX THE CORPORATE SEAL OF AMERICAN FORK, UTAH THIS 12 DAY OF APRIL, 2011.




TERILYN LURKER, DEPUTY RECORDER

ATTACHMENT A

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE NE 1/4 OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 EAST, & THE NW 1/4 OF SECTION 19, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

COMMENCING AT A POINT WHICH IS N00°24'13"W 377.86 FEET ALONG THE SECTION LINE AND EAST 460.42 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 19, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING.

THENCE N73°09'13"W A DISTANCE OF 1141.35 FEET; THENCE N00°00'00"E A DISTANCE OF 50.51 FEET; THENCE N00°25'02"W A DISTANCE OF 427.71 FEET; THENCE N39°13'13"W A DISTANCE OF 2.46 FEET; THENCE N01°17'49"W A DISTANCE OF 63.10 FEET; THENCE S70°44'59"E A DISTANCE OF 397.73 FEET; THENCE S00°00'00"W A DISTANCE OF 10.70 FEET; THENCE S70°14'00"E A DISTANCE OF 303.60 FEET; THENCE S69°42'11"E A DISTANCE OF 226.05 FEET; THENCE S.00°30'38"E. A DISTANCE OF 56.87 FEET; THENCE S.77°38'17"E. A DISTANCE OF 132.53 FEET; THENCE S.76°53'14"E A DISTANCE OF 80.35 FEET; THENCE N.64°57'00"E A DISTANCE OF 19.19 FEET; THENCE S.00°00'00"E A DISTANCE OF 192.62 FEET; THENCE N.89°48'40"W. A DISTANCE OF 1.24 FEET; THENCE S.00°11'32"E. A DISTANCE OF 263.08 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 12.52 ACRES OF LAND.

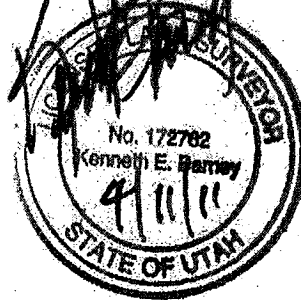
BASIS OF BEARING IS NORTH 00°24'13" WEST UTAH STATE PLANE COORDINATE SYSTEM

NOTE
THIS IS AN OFFICE SURVEY ONLY, IT WAS BASED ON INFORMATION OBTAINED FROM THE UTAH COUNTY RECORDER AND THE UTAH COUNTY ENGINEERS OFFICE.

April 11, 2011

DATE


SURVEYOR
(SEE SEAL BELOW)



ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE THE UNDERSIGNED AMERICAN FORK CITY COUNCIL HAVE ADOPTED A RESOLUTION OF ITS INTENT TO ANNEX THE TRACT OF LAND SHOWN HEREIN AND HAVE SUBSEQUENTLY ADOPTED AN ORDINANCE ANNEXING SAID TRACT INTO AMERICAN FORK CITY, UTAH AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HERewith ALL IN ACCORDANCE WITH UTAH CODE SECTION 10-2-418 AS REVISED AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT AS SHOWN AS A PART OF

ATTACHMENT C

3-23-11
Draft #6b

ANNEXATION AGREEMENT (LEBARON ANNEXATION)

This Agreement, made and entered into this 22 day of March 2011, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Shirl LeBaron acting as Agent and Attorney in Fact for the owners of the land proposed for annexation (hereafter referred to as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of those certain parcels of privately owned real property situated within the boundary of the LeBaron Annexation (Attachment 1), which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute the lands requesting annexation to City under the LeBaron Annexation. An application requesting City to initiate proceedings for annexation of the territory within the LeBaron Annexation together with a map showing the area included within the annexation (hereafter referred to as "Annexation Area") has been submitted to City. 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 Annexation Area constitutes a portion of an existing island as defined by Utah State Law; 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, following approval of this Agreement by the City Council and execution by all parties, 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 - Applicability. The real property to which the terms of this Agreement apply shall be the parcel of private property within the Annexation Area, identified on Attachment 1. Attachment 1 is hereby made part of this Agreement.

SECTION 2 - Annexation Conditions. Applicant hereby acknowledges that City is not required to approve the LeBaron Annexation and that the terms and conditions of annexation, as set forth herein, are reasonable and entered into freely and voluntarily. Further, Applicant, by virtue of the submittal of the request for annexation, 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 development as set forth under the terms of City's Development Code, Sensitive Lands Ordinance and Impact Fee Ordinance and does not constitute a taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3 - Authority to Bind Property. Applicant hereby affirms that it is the current sole owner of the land within the Annexation Area and has complete authority to enter into this Agreement and to bind the properties hereto.

SECTION 4 - Zone Classification. The current Land Use Element of the General Plan shows the lands within the annexation to be within the Design Commercial future land use designation. Also, Utah County has proposed to purchase a portion of the Annexation Area for development as a storm water detention basin. Accordingly, the initial zone classification for the Annexation Area shall be a combination of GC-2 General Commercial Zone and PF Public Facilities Zone. The boundaries of the respective zone districts are set forth on the Attachment 3.

SECTION 5 - Geotechnical Studies to be Provided. City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land as an office project. Applicant acknowledges that portions of the Annexation Area may have significant physical limitations for development including, but not necessarily limited to, high water table and the presence of historic open drains (sloughs) which require the need for more definitive studies to determine suitability of the area for development. All further submissions for development approval within the Annexation Area will incorporate impacts relating to natural condition identified in the geotechnical report and as set forth in the criteria for development as set forth in the Sensitive Lands Ordinance.

SECTION 6 - Street and Trail Rights-of-way to be Conveyed. City's Major Street Plan provides for the extension of 900 East Street southward through the property. In addition, adequate access to the property requires the continuation and widening of Bamberger Road along the northern boundary of the property and the extension of Pacific Avenue at the southern boundary. In addition, the City's Trails Plan indicates the need for a trail corridor adjacent to the UTA Tracks at the southern edge of the Annexation Area. As a condition of annexation, Applicant hereby agrees to convey to City the right-of-way necessary for the extension of 900 East Street, Bamberger Road and Pacific Drive as public streets and for the placement of a trail adjacent to the UTA Railroad tracks. A copy of a road dedication plat conveying title to the parcels required for the public road and trail rights-of-way is attached hereto (Attachment 4) and City hereby acknowledges receipt of the executed original.

SECTION 7 - Water Rights to be Conveyed at Time of Development. 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. While no future development plan is provided, an estimate of the amount water use based on office projects of similar size would be approximately 10 acre feet. City agrees to delay a final determination of the actual amount and conveyance of the water right until the time of approval of a development plan for part or all of the Annexation Area in accordance with the City's water right conveyance policy in effect at that time.

SECTION 8 - Storm Water Detention Facility. City's General Plan shows the need for a storm water detention basin having a capacity of approximately 5.5 acre feet, an inflow rate

of 45 cfs, and an outflow rate of 6 cfs to be constructed within the Annexation Area. Utah County has proposed to include this capacity as part of the detention basin proposed to be constructed as part of the 1100 East Street rebuild project using the lands acquired from Applicant and the adjacent Burr Parcel (Combined Basin). A preliminary design of the proposed Combined Basin is shown on Attachment 5. In the event that the current County plan is carried forward, there will be no further obligation of the Applicant for providing storm water detention (except for the incidental on-site detention required as part of an approved development plan). However, in the event that the Combined Basin is not constructed, Applicant agrees to provide a separate storm water detention facility having the capacity set forth above. The specific location, type and design of a separate storm water detention facility has not yet been established. City agrees to delay actual design, construction and conveyance of separate detention facilities until submittal of development plan for the area and Applicant agrees, as a condition of annexation, to construct the separate detention facility and to convey all facilities and easements essential to the proper operation of the facility to City.

SECTION 9 - Impact Fees. 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 10 - Existing Rock Processing to be Terminated. City acknowledges that the Annexation Area is the current repository for surplus material excavated from various projects within the area and that said surplus materials need to be removed from the site prior to any request for development approval. Applicant has proposed to process (including screening of loose materials and crushing of concrete) and remove said surplus materials to other locations immediately upon completion of annexation. City agrees to allow the processing and removal of the materials as a temporary condition, notwithstanding that the such activities are not a permitted use within the zone district, subject to the following:

1. The processing and removal of the surplus fill material will commence upon completion of annexation and will be completed within a period not to exceed 150 calendar days from the date of recording of the annexation plat.
2. The processing and removal activities will be limited to product currently on site. No additional materials will be transported to the site for processing, with the exception of not to exceed 26 loads of topsoil to be transported from the American Fork High School expansion improvement to be used on site as part of an erosion control.
3. Processing activities will be conducted only during daylight hours (7 am to 8 pm).
4. The site will contain necessary dust control and watering to ensure that all fugitive dust created by the activity will remain on the site, all as determined by the City Engineer.
5. Prior to the conclusion of processing activities, the site will be graded and made ready for further development, all in accordance with the grading plan (Attachment 6).
6. To discourage unauthorized entry to the industrial area, Applicant will construct a fence at the point of access from Bamberger Drive and other road access points.
7. In the event that all earth products processing have not ceased and the final grading plan not completed within the time frame set forth under Number 1 above. On that date and thereafter, all earth products processing activity shall constitute a violation of the City Development Code and a public nuisance and the owners of the property made liable for the enforcement actions specified by law.

SECTION 11 - Compliance with All General Plan Requirements. Applicant acknowledges that there may be facilities identified on various infrastructure elements of the General Plan, in addition to those specifically identified in this Agreement, that may be applicable within the Annexation Area such as trails culinary water, secondary water, sanitary sewer and storm drainage systems. Applicant agrees that City may require development plans to include the design, construction and conveyance of appropriate easements or rights-of-way for these facilities and the Applicant may be required to construct part or all of said facilities at the time of development approval.

SECTION 12. 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 13 - Notice. 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, Shirl LeBaron, 802 East Bamburgher Dr #B, American Fork City, Utah 84003.

SECTION 14 - Entire Agreement. 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.

APPLICANT

By:
Its:

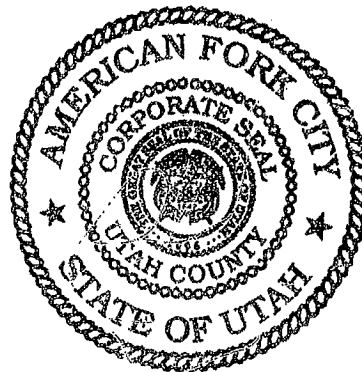
[Handwritten signatures of Applicant]

AMERICAN FORK CITY

[Handwritten signature: Headfield]
Mayor

ATTEST:

[Handwritten signature: K.M. All]
City Recorder



LIST OF ATTACHMENTS

- Attachment 1.** Copy of Annexation Plat
- Attachment 2.** Copy of Request to Initiate Annexation
- Attachment 3.** Zone District Designation Map
- Attachment 4.** Copy of the Dedication Plat Conveying Street Right-of-way for 900 East, and Bamburger Road, Pacific Drive and Trail Corridor
- Attachment 5.** Combined Water Detention Facility
- Attachment 6.** Final Grading Plan for Annexation Area.

REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 5/9/07

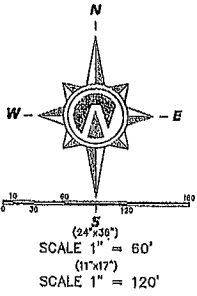
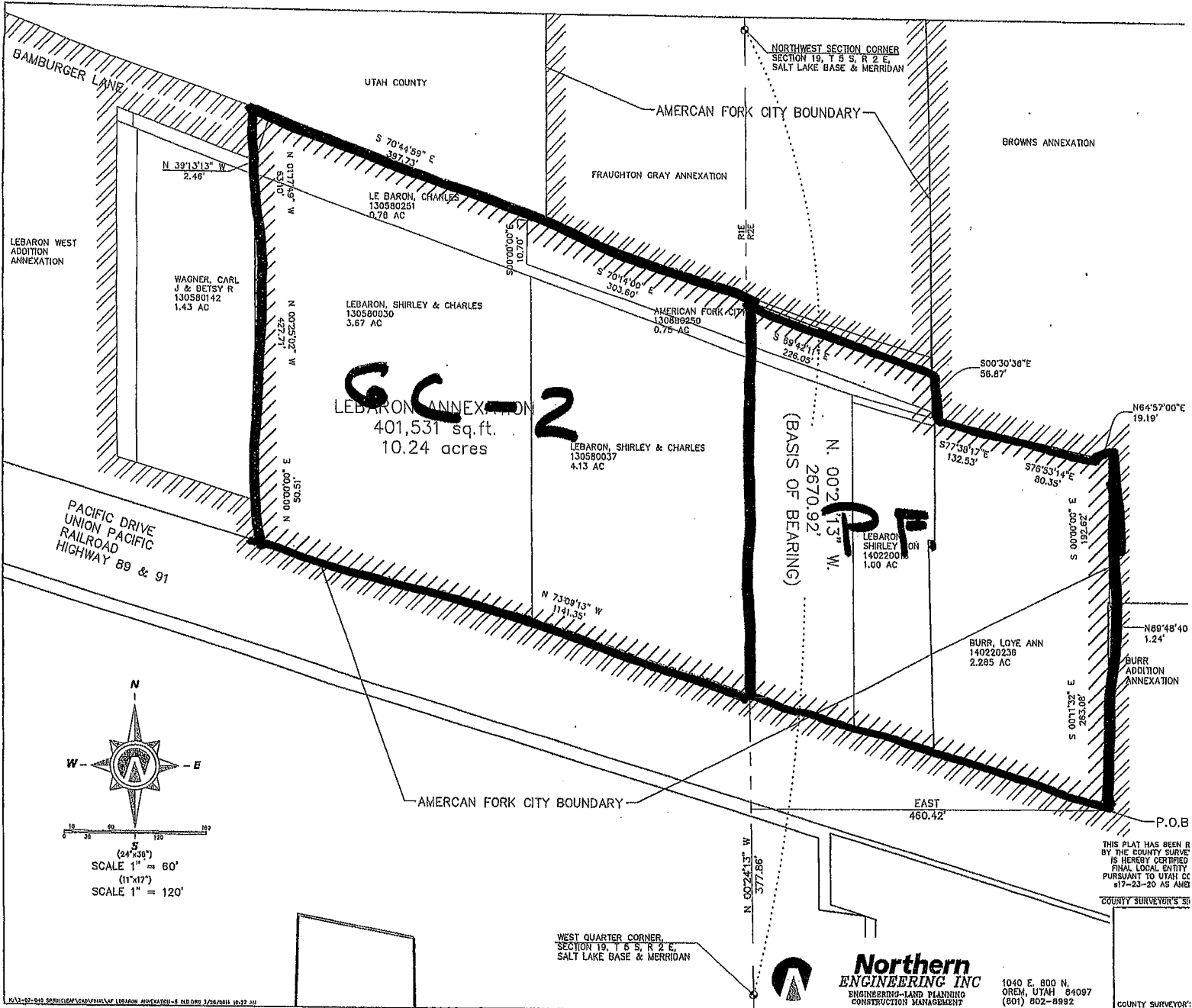
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418 of the Utah State Code.

We hereby further acknowledge and affirm as follows:

- A. The majority of the area consists of residential or commercial development
- B. The area requires delivery of municipal type services
- C. American Fork City has provided most or all of the municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13:058:0142	CARL WAGNER	Carl Wagner
13:058:0139	BETSY WAGNER	Betsy Wagner
13:058:0030	Shirley LeBaron	Shirley LeBaron Agent and Attorney in fact
13:058:0251	Charles LeBaron	
13:058:0037	Shirley LeBaron	

ATTACHMENT 2

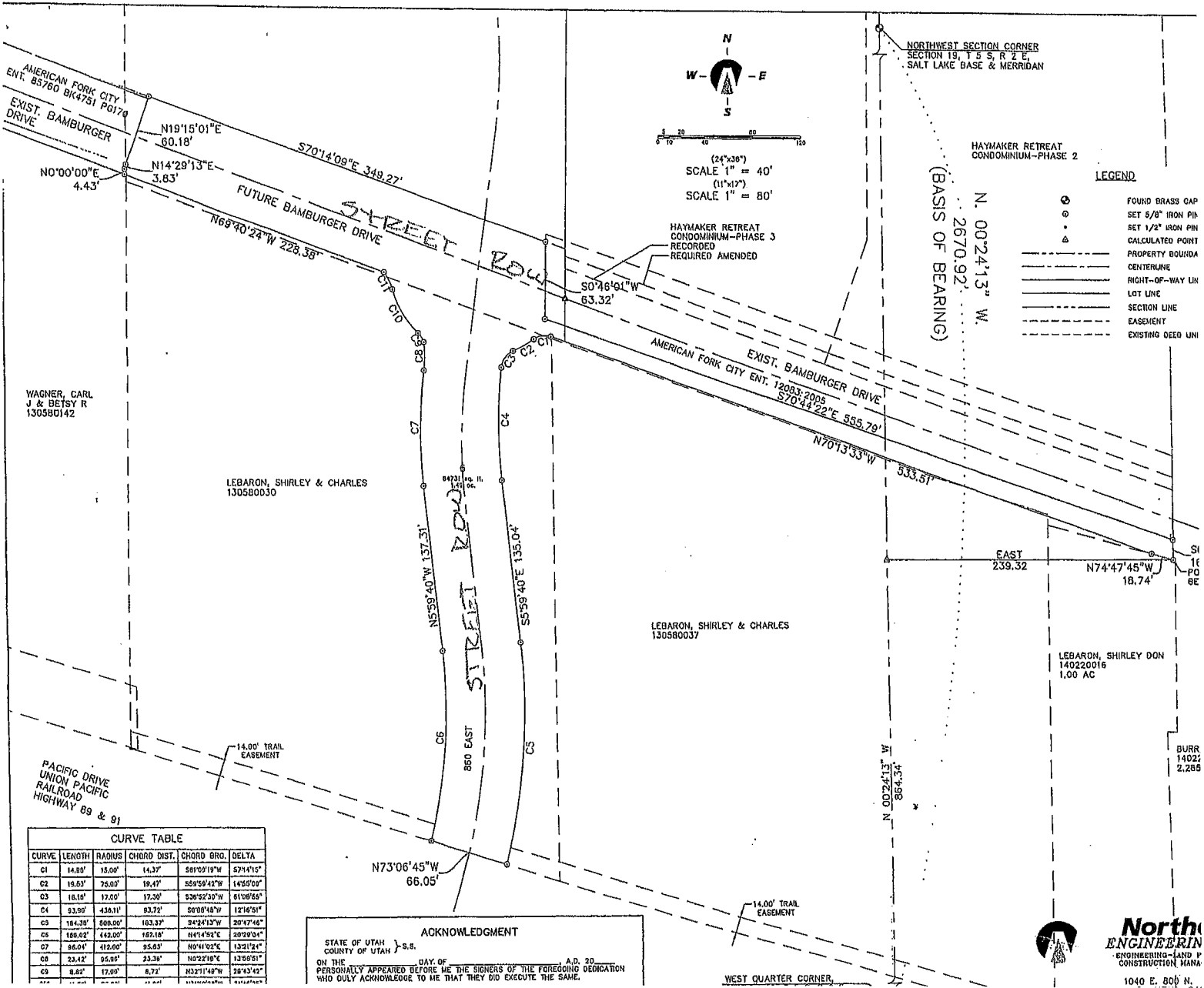


THIS PLAT HAS BEEN RE-
 IS HEREBY CERTIFIED
 FINAL LOCAL ENTRY
 PURSUANT TO UTAH CC
 §17-23-20 AS AMB

Northern
ENGINEERING INC
 ENGINEERING-LAND PLANNING
 CONSTRUCTION MANAGEMENT

1040 E. 800 N.
 OREM, UTAH 84097
 (801) 802-0992

ATTACHMENT 3



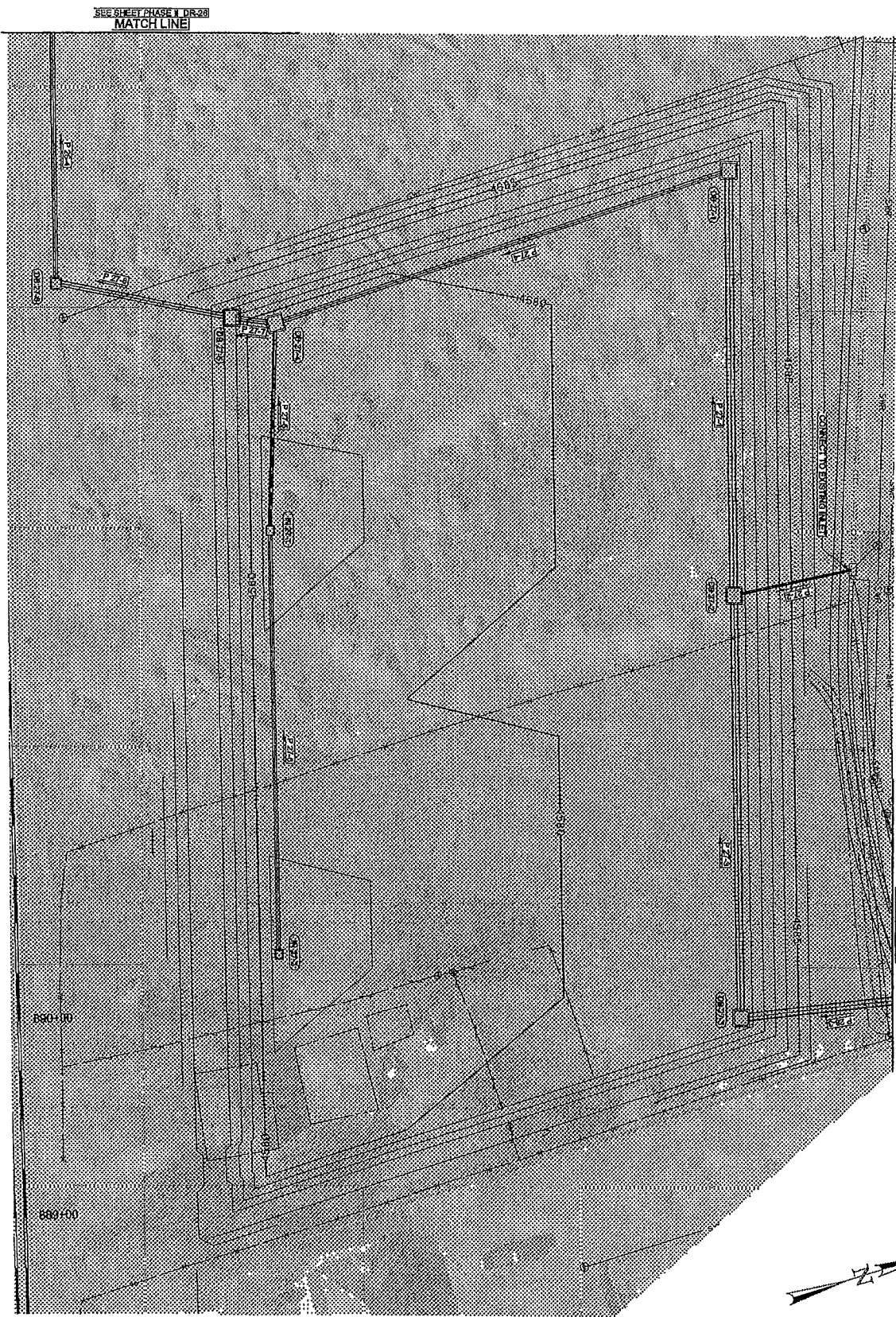
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	14.80'	15.00'	14.37'	S81°02'19"W	57°14'15"
C2	19.63'	76.00'	19.41'	S59°59'42"W	145°50'00"
C3	16.10'	17.00'	17.30'	S30°52'30"W	61°08'59"
C4	23.50'	436.11'	23.72'	S0°08'48"W	12°16'51"
C5	184.30'	608.00'	183.33'	S4°24'13"W	20°47'46"
C6	165.02'	442.00'	162.10'	S14°15'24"W	20°29'04"
C7	86.01'	112.00'	85.03'	N0°41'02"E	132°12'44"
C8	23.42'	25.85'	23.38'	N0°22'10"E	13°08'51"
C9	8.82'	17.00'	8.72'	N32°11'48"W	20°43'42"

North ENGINEER
 ENGINEERING-LAND P.
 CONSTRUCTION MANA.
 1040 E. 800 N.

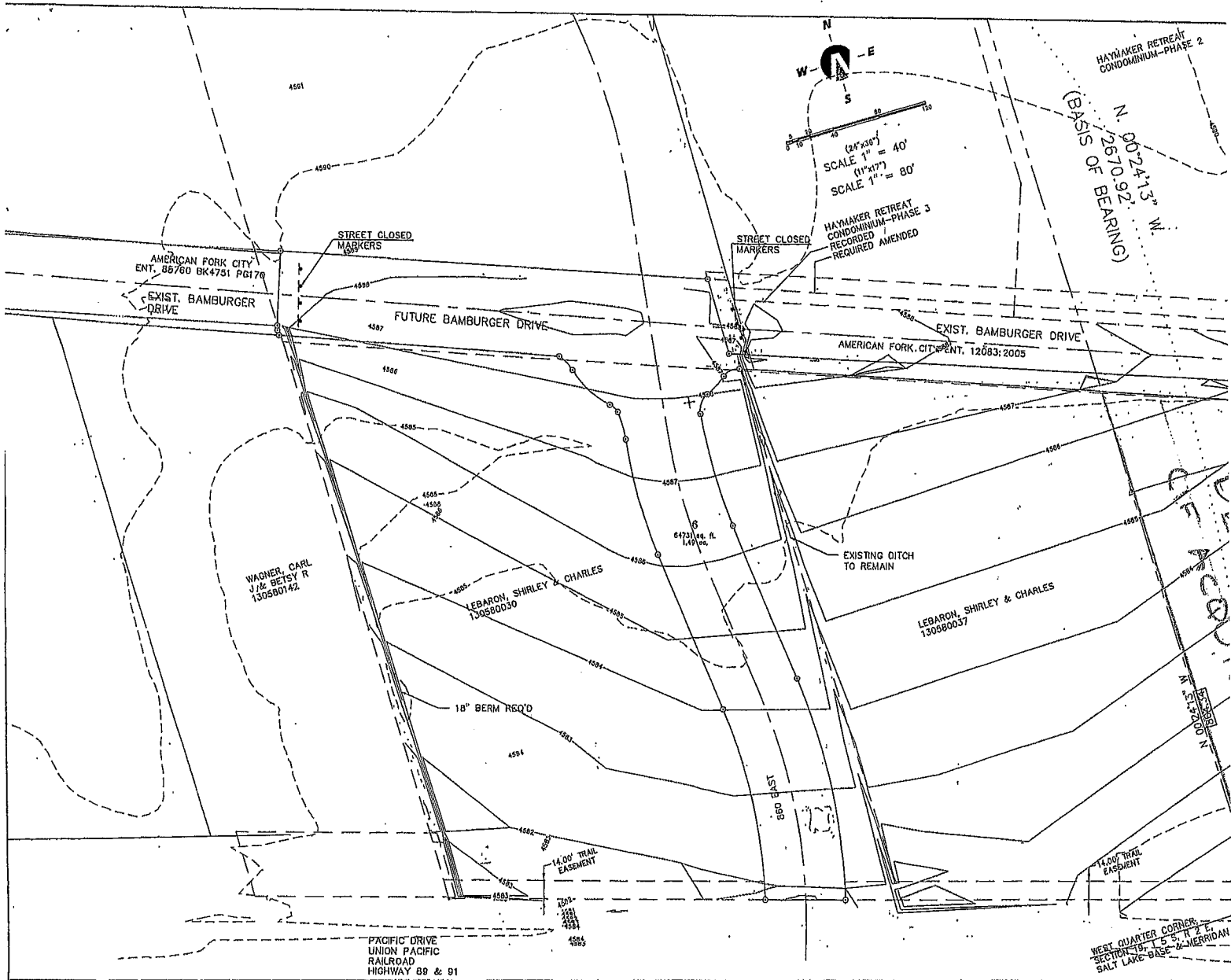
PRELIMINARY
NOT FOR CONSTRUCTION

ATTACHMENT 5



SHEET NO. PHASE II DR-27	PROJECT NORTH COUNTY BOULEVARD STATE STREET TO SR-92; PHASE II	HORROCKS CONSULTANTS UTAH COUNTY	REVISIONS			
	PROJECT NUMBER RD920	APPROVED _____ PROFESSIONAL ENGINEER	DRAWN BY WJO	CHECKED BY TGA	NO.	DATE
	DRAINAGE PLAN AND PROFILE	DATE 03/24/11	APPROVED BY	REMARKS		

ATTACHMENT 6



DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE


Northern ENGINEERING INC
 1040 E. 800 N.
 OREM, UTAH 84087

LEBARON ANNEXATION

