

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 April 10th, 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 4th day of February, 2008 at Salt Lake City, Utah.

Handwritten signature of Gary R. Herbert in black ink.

GARY R. HERBERT
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:

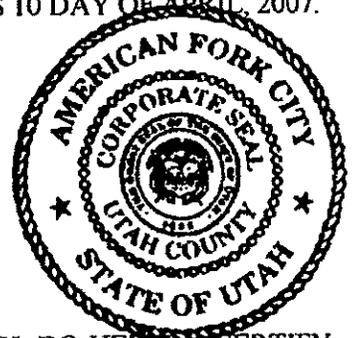
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE 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. 07-04-13
CHIDESTER ANNEXATION (1300 NORTH 100 EAST)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-9000 AND THE R1-12000 ZONES AS SHOWN ON ATTACHMENT 'B' AND SUBJECT TO THE TERMS AND CONDITIONS OF THE CHIDESTER ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'C'.

SECTION III. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 10 DAY OF APRIL, 2007.

Heber M. Thompson
HEBER M. THOMPSON, MAYOR



ATTEST:

STATE OF UTAH
COUNTY OF UTAH

I, RICHARD M. COLBORN, 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 APRIL, 2007.

Richard M. Colborn
RICHARD M. COLBORN, RECORDER

Received

JAN 24 2008

Gary R. Herbert
Lieutenant Governor

map sent 2-1-08

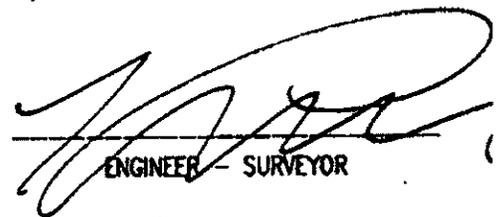
ATTACHMENT A

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFICATE THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE AMENDED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

1-4-08

DATE


ENGINEER - SURVEYOR

POLITICAL BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHEAST CORNER OF THE CHURCH ADDITION NO. 102 ANNEXATION PLAT ON FILE AT THE UTAH COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 1048.65 FEET MORE OR LESS ALONG THE SECTION LINE AND EAST 64.06 FEET MORE OR LESS FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE EAST 115.95 FEET MORE OR LESS TO THE WESTERLY LINE OF THE ALLMAN ADDITION ANNEXATION PLAT ON FILE AT SAID COUNTY RECORDER; THENCE THE FOLLOWING FIVE (5) COURSES ALONG SAID PLAT, 1) SOUTH 16°05'37" WEST 37.64 FEET, 2) SOUTH 17°25'26" WEST 212.44 FEET, 3) SOUTH 14°21'39" WEST 40.03 FEET, 4) SOUTH 86°16'29" EAST 94.85 FEET, 5) SOUTH 88°16'31" EAST 135.15 FEET TO THE WESTERLY LINE OF THE GOLF COURSE NO. 47 ANNEXATION PLAT ON FILE AT SAID COUNTY RECORDER; THENCE SOUTH 18°00'00" WEST 394.37 FEET ALONG SAID LINE; THENCE NORTH 77°29'59" WEST 423.58 FEET TO AND ALONG THE ROBINSON NO. 42 ANNEXATION PLAT ON FILE AT SAID COUNTY RECORDER TO THE NORTHWEST CORNER OF SAID PLAT SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID CHURCH ADDITION; THENCE NORTH 25°35'56" EAST 633.44 FEET ALONG THE EASTERLY LINE OF SAID CHURCH ADDITION TO THE POINT OF BEGINNING.

CONTAINS 3.649 ACRES.

ATTACHMENT C

7-4-07
PC Draft #3

ANNEXATION AGREEMENT (Chidester Annexation)

This Agreement, made and entered into this 10 day of April 2007, by and between the City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City"), and Sunquest LLC., and Lloyd Hansen, as trustee of the A & B Hansen Family Trust, owners of the real property proposed for annexation (hereafter referred to collectively as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owner of certain parcels of privately owned real property situated within the boundary of the Chidester Annexation (as described on Attachment 1 of this Agreement), which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City; and

WHEREAS, the real property within the Chidester Annexation (hereafter referred to as "Annexation Area") constitutes a portion of the territory for which a *Request to Initiate Annexation of Land Within an Island or Peninsula* has been previously received, a resolution of intent to annex has been enacted by the City Council (Resolution No. 06-12-40R), and the required public notices and hearings have been completed; and

WHEREAS, the real property within the Chidester Annexation constitutes a portion of an existing island of unincorporated territory as defined by Utah State law; and

WHEREAS, the City Council has determined that annexation of the real property within the Annexation Area 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 to City of the Annexation Area, the parties covenant and agree as follows:

SECTION 1. The real property to which the terms of this Agreement apply shall be the private real property within the Annexation Area, and identified on Attachment 1 as the Chidester and Hansen parcels. Attachment 1 is hereby incorporated and made part of this Agreement.

SECTION 2. Applicants hereby acknowledge that City is not required to approve the Chidester Annexation and that the terms and conditions of annexation, as set forth herein, are

reasonable and entered into freely and voluntarily. Further, both Applicants, by virtue of the request for annexation, hereby acknowledge and agree that the benefit received from annexation of the parcel is equal to or greater than the terms, conditions and understandings of annexation set forth under this Agreement and the conditions of development imposed by City upon the property pursuant to the terms of City's Development Code 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. Applicants affirm that they are the sole owner of their respective parcels within the Annexation Area and have complete authority to enter into this Agreement and to bind the property hereto.

SECTION 4. City agrees that, pursuant to the terms of the annexation ordinance, the zone classification to be initially attached to the Annexation Area shall be a combination of the R-1-9000 and the R-1-12,000 Residential Zones, the boundaries of which shall be as set forth on the Zone District Identification Map (Attachment 3).

SECTION 5. City acknowledges that the purpose of the Annexation is to facilitate the subsequent development of the land for residential purposes. Applicants have provided an Annexation Concept Plan showing the intended development within the Annexation Area and adjacent lands (Attachment 4) consisting of 10 single-family dwelling lots, together with certain street and easement areas. The Annexation Concept Plan has been reviewed by the Planning Commission and determined by it to be generally consistent with the terms and intent of the Land Use, Transportation, Trails, Drainage and other elements of the General Plan and the proposed zone classification for the area. Provided, however, Applicants agree that the finding of general consistency shall not be construed as a final determination of suitability for development of the Annexation Area.

SECTION 6. Applicants have indicated an intent to develop the subdivision in two phases as set forth on the Annexation Concept Plan. Phase I consisting 8 lots is proposed to proceed immediately and Phase II consisting of 2 lots to take place in the future.

SECTION 7. Applicants agree that all further submissions for development approval of the Annexation Area including both phases will be in substantial compliance with the design of the Annexation Concept Plan, except that Applicants agree to make modification of the layout from that shown on the Annexation Concept Plan, if deemed necessary by City, to more adequately incorporate impacts relating to wetlands, drainage, height of water table, topography or other natural condition or any provision of the Sensitive Lands Ordinance which may be applicable to the Annexation Area. The conditions possibly requiring adjustments include, but are not limited to:

- A. Results of the physical features evaluation and recommendations of the geotechnical study.
- B. Limitations from the steep slope areas located on the property.
- C. Limitations from high water table conditions and impact on underground water flows.

SECTION 8. Current City annexation policies require that all signatories to the petition convey to the City sufficient water right to meet the needs of the proposed development. The City has evaluated the water consumption data of similar uses and, based on the Annexation

Concept Plan, the amount of water right necessary to meet the anticipated needs of the Phase 1 area shall be 8.6 acre feet and for the Phase 2 Area 2.0 acre feet - a combined total of 10.6 acre feet. In the event that final development plans result in a different requirement, the City retains the right to require additional water right in the amount required to meet the additional demand.

SECTION 9. The water right conveyance requirement is to be satisfied as follows:

A. For Phase I Area.

1. Conveyance of 3 shares of American Fork Irrigation Company Stock, which stock is appurtenant to the Annexation Area (Certificate 6175) - (6 acre feet). A copy of the stock certificate evidencing ownership of the 3 shares is attached (Attachment 5) and Applicants agree to provide a reissued stock certificate, in the name of City, prior to recording of the annexation plat.
- 2.. Conveyance of .50 shares of American Fork Irrigation Company Stock, acquired in anticipation of development of the property (Certificate ~~7017~~) - (1.0) acre feet. A copy of the stock certificate evidencing conveyance of the .50 shares is attached (Attachment 5) and City acknowledges receipt of the executed original.
3. An "existing dwelling credit" in the amount of 1 acre foot. 1.29
4. Conveyance of all right title and interest in and to an existing well appurtenant to the property, identified on the records of the Utah State Engineer as WUC #55-3324, having an estimated quantity of 2.54 acre feet. In furtherance of need to perfect this water right, a Change Application has been submitted to the Utah State Engineer requesting approval to allow the water under this water right to be used for municipal purposes and diverted from City's wells. A copy of the Change Application is attached (Attachment 6). A review of the record of the proposed water right indicates that, if fully approved for conversion to municipal use by the State Engineer, the amount conveyed under this well right, in combination with the other rights, would be sufficient to satisfy the requirements of the annexation. A copy of the form of the deed to be used to convey the water right to City following approval by the State Engineer is attached (Attachment 7). While the Change Application has been filed, the action of the State Engineer on the Change Application is uncertain. In the event that the Utah State Engineer shall act to limit the quantity to less than required to meet the anticipated amount, Applicants agree to provide additional water right, approved for municipal use within City, in the amount of any deficiency, in accordance with the water rights conveyance policy of the City.

In the event that Applicants desire to proceed with final approval of a subdivision for the Phase I are at prior to approval of the Change Application by the Utah State Engineer, City agrees to allow a conveyance of additional irrigation water right. At such time as the State Engineer shall thereafter act to approve the change application, City

agrees to reconvey or credit the Applicants for any surplus water rights amount previously conveyed.

B. For Phase 2 Area.

- 1 Conveyance of 1 share of American Fork Irrigation Company Stock, which stock is appurtenant to the Annexation Area (Certificate _____) - (2 acre feet). Applicant affirms that he has ownership of 1 share of American Fork Irrigation Company Stock and acknowledges an obligation to convey one share stock to the City prior to recording of the final plat of the Phase II or the issuance of a building permit for any development on the phase II area.

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's or their successor(s) may have for the payment of impact fees required as a condition of development of the Annexation Area or any portion thereof. Applicants acknowledge 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 City of American Fork, 51 East Main Street, American Fork, Utah 84003
- b. If to Applicants, to Sunquest LLC., P.O. Box 709102, Sandy Utah

SECTION 12. 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.

SUNQUEST LLC.
by: [Signature]
its: Manager

AMERICAN FORK CITY
by: [Signature]
Mayor

A & B HANSEN FAMILY TRUST
by: [Signature]
its: _____

ATTEST: [Signature]
City Recorder



LIST OF ATTACHMENTS

- Attachment 1.** Copy of Annexation Plat
- Attachment 2.** Copy of Request to Initiate Annexation
- Attachment 3.** Zone Designation Map
- Attachment 4.** Annexation Concept plan
- Attachment 5.** Copy of irrigation water rights conveyance documents
- Attachment 6.** Copy of Change Application for well right
- Attachment 7.** Copy of Deed of Conveyance for well water right (Form Only)

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

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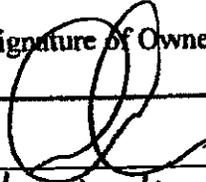
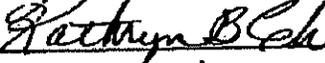
DATE: 11/9/06

EXHIBIT A

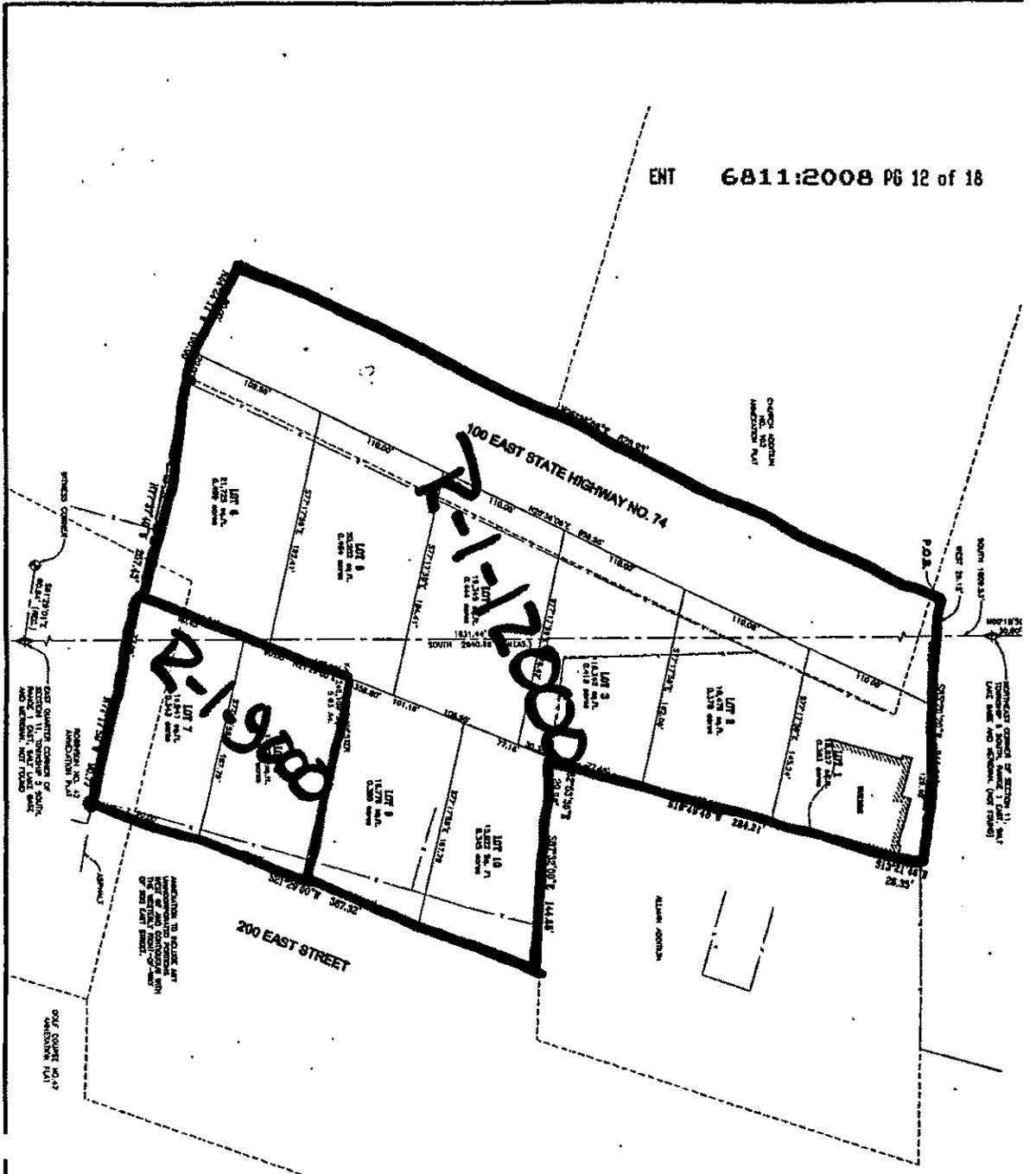
We the undersigned, by virtue of our signatures affixed hereto, do hereby request the City of American Fork, Utah, to annex the parcel(s) identified on the attached map, in accordance with the procedures for "Annexation Without Petition" as set forth under Section 10-2-418 of the Utah State Code.

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)
12 059 0132	KATHRYN B. CHIDESTER	 Cynthia Hobb
12 062 0024	Lloyd Hanse	 On behalf of Lloyd Hanse
12-7-	Kathryn B Chidester	 owner

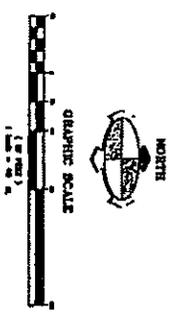
ATTACHMENT 2



ZONE DESIGNATION

ATTACHMENT 3

SITE



- LEGEND**
- SECTION CORNER (TOWN)
 - BOUNDARY CORNER
 - DEPARTMENT OF CORNER
 - DEPARTMENT FOR BEED
 - ALLOD. MASS. CIV. WARRANT
 - (OWN & L&S)
 - SECTION LINE
 - BOUNDARY LINE
 - ADJACENT PROPERTY
 - STREET CENTERLINE DISTING
 - LOT LINE
 - DE. PINE HIGHWAY

	<p>BENCHMARK ENGINEERING AND LAND SURVEYING PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES 8130 SOUTH STATE STREET #100 - (801)-643-7192</p>	<p>10 LOT SUBDIVISION SUNQUEST DEVT. 100 EAST STATE HIGHWAY NO. 74 AMERICAN FORK CITY, UTAH</p>	<p>PRELIMINARY ONLY</p>
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ATTACHMENT 5



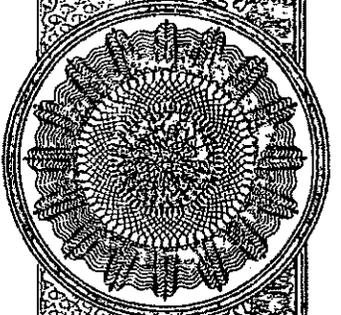
This Certificate is the owner of --- Three and zero hundredths --- *Primary Shares of the Capital Stock of American Fork Irrigation Company* --- *Ditch Mitchell* ---

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate, property endorsed.

IN WITNESS WHEREOF, the said Corporation has caused this Certificate to be signed by its duly authorized officers, and its Corporate Seal to be hereunto affixed this Fifth day of June A.D. 2007

James A. ...
President

John ...
Secretary



CLAIMANT'S COPY

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IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT,
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH

IN THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF
ALL WATER, BOTH SURFACE AND UNDERGROUND, WITHIN THE DRAINAGE AREA OF
THE UTAH LAKE AND JORDAN RIVER IN UTAH, SALT LAKE, DAVIS, JUAB, SUMMIT,
WASATCH AND SANPETE COUNTIES.

NOTE: Use this form to assert your water rights in the pending judicial adjudication. The State Engineer has
made a hydrographic survey of this area, which includes your water rights and uses. Your receipt of this form
constitutes notice to you that the survey has been completed and that your water user's claim is due within 90
days after you receive this form. Under Utah law, unless you timely complete and file this form, your water
rights cannot be recognized and you may not be able to assert them further. File this form with the Clerk of the
District Court, at Salt Lake City, Utah; and a copy with the State Engineer, 1636 West North Temple, Salt Lake City,
Utah 84116.

STATEMENT OF WATER USER'S CLAIM

WATER USER'S CLAIM NO. 55 - 3324

Map Number

1. OWNER INFORMATION

Name: Wesley E. Childester
Address: 1325 North 200 East
American Fork, UT 84003
Interest: 100%

2. PRIORITY OF RIGHT: 1923

3. QUANTITY OF WATER 0.013 cubic feet per second (CFS)

4. TYPE OF RIGHT

Right to underground water initiated before 1935 Claim No. U13722

5. SOURCE: Underground Water Well

DRAINAGE: Provo River

POINT(S) OF DIVERSION:

COUNTY: Utah

(1) N. 1182 feet, E. 109 feet, from the W1/4 Corner of Section 12,
Township 5 S, Range 1 E, 318&M

6. NATURE, PERIOD, PURPOSE AND EXTENT OF USE

Group 1: Claims used for purpose described: 3324
Domestic from Jan 1 to Dec 31: 1 Family.
Diversion any, each, or all claims; total yearly diversion under
all claims mentioned .45 acre-feet.
Stockwatering from Jan 1 to Dec 31: 3 animal units.
Diversion any, each, or all claims; total yearly diversion under
all claims mentioned .09 acre-feet.
Irrigation from Apr 1 to Oct 31: Total Acres 0.50

Table with 4 columns: North East Quarter, North West Quarter, South West Quarter, South East Quarter. Row 1: TOWN RANGE SEC NE1/4 NW1/4 SW1/4 SE1/4. Row 2: 5 S 1 E 12 0.50

All locations in Salt Lake Base and Meridian

Water User's Claim

WATER USER'S CLAIM NO. 55 - 3324

Page 2

7. The undersigned hereby enters his appearance in this water adjudication and waives service of summons or other process.

STATE OF UTAH)
) SS.
COUNTY OF UTAH)

The undersigned swears on oath that he makes and certifies this water user's claim either as the claimant himself or as the duly-authorized agent of the claimant, that he has read and knows the contents of the claim, that he signs the same, and that the information supplied therein is true to the best of his knowledge and belief.

Title: (Individual or Office)

Wesley E. Childster
Signature

Subscribed and sworn to before me this 21 day of July 1987

Residing at: COMMISSION EXPIRES MARCH 22, 1991
RESIDING AT HIGHLAND, UT 84003
Commission expires

Garry S. Quinn
Notary Public

ATTACHMENT 6

Copy of Change Application for WUC#55-3324

(To be provided by Applicant)

**SPECIAL WARRANTY DEED
(WATER)**

_____, of Utah County, Utah, Grantor, in consideration of the payment of the sum of ten dollars (\$10) and other good and valuable consideration hereby conveys and warrants against all claiming by, through or under Grantor, to the City of American Fork, Utah, a municipal corporation of the State of Utah, Grantee, the following described water right in Utah County, Utah.

All right title and interest in and to the first _____ () acre feet of that certain water right identified on the records of the Utah State Engineer as Water User Claim No. 55-_____.

WITNESS the hand of said Grantor this ____ day of _____ 2007.

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

On the __ day of _____, 2007, personally appeared before me the undersigned, a Notary Public said county and state, _____, signer of the foregoing instrument, who is known to me and who acknowledged to me that he signed said document freely and voluntarily.

WITNESS my hand and official seal

Residing at: _____

My commission expires:
