

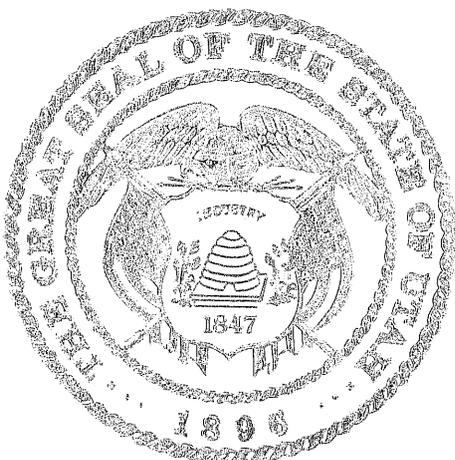
STATE OF UTAH



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 May 13th, 2008, 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 24th day of
February, 2011 at Salt Lake City, Utah.

GREG BELL
Lieutenant Governor

AMERICAN FORK

Autumn Crest South Annexation

American Fork City
c/o Richard Colborn
P.O. Box 897
American Fork, UT 84008

← M

AN ORDINANCE

ENT 26225:2009 PG 1 of 11
KANDAL A COVINGTON
UTAH COUNTY RECORDER
2009 Mar 12 11:08 am FEE 0.00 BY ED
RECORDED FOR AMERICAN FORK CITY

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. 08-05-23
AUTUMN CREST SOUTH ANNEXATION (1150 EAST 700 NORTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-15,000 SINGLE FAMILY RESIDENTIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE AUTUMN CREST SOUTH 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 13 DAY OF MAY, 2008.


HEBER M. THOMPSON, MAYOR

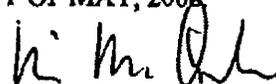


ATTEST:

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 13 DAY OF MAY, 2008.


RICHARD M. COLBORN, CITY RECORDER

ATTACHMENT A

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SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO AMERICAN FORK CITY, UTAH COUNTY, UTAH.

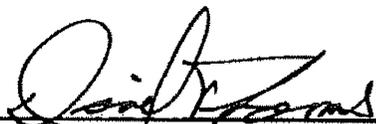
BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EXISTING AMERICAN FORK CITY LIMITS, SAID POINT IS S 89°32'19" W 595.06 FEET ALONG THE SECTION LINE AND NORTH 48.67 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG SAID CITY LIMITS S 89°30'00" W 147.06 FEET; THENCE N 00°08'25" W 387.58 FEET; THENCE S 89°56'56" W 104.48 FEET; THENCE N 00°29'53" W 90.26 FEET TO THE EXISTING AMERICAN FORK CITY LIMITS; THENCE ALONG SAID CITY LIMITS THE FOLLOWING FOUR (4) COURSES: N 89°38'30" E 4.29 FEET; THENCE N 00°00'54" E 284.86 FEET; THENCE S 89°50'00" W 304.68 FEET; THENCE N 00°35'48" E 504.59 FEET; THENCE S 89°44'30" E 299.41 FEET; THENCE N 89°55'09" E 139.95 FEET; THENCE S 86°05'50" E 35.83 FEET; THENCE S 89°48'13" E 169.96 FEET; THENCE S 00°16'38" W 869.14 FEET; THENCE WEST 92.35 FEET; THENCE SOUTH 391.72 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.708 AC

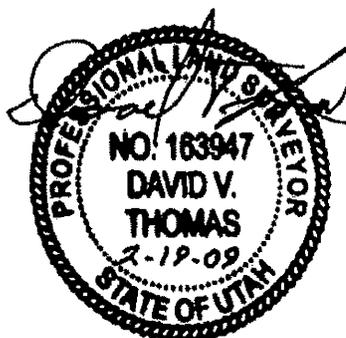
BASIS OF BEARING IS SOUTH 89°32'19" WEST ALONG THE SECTION LINE, UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 27.



SURVEYOR

FEB 19, 2009

DATE



ATTACHMENT B

4-10-08
CC Approved Draft

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ANNEXATION AGREEMENT (Autumn Crest South- Plat A Annexation)

This Agreement, made and entered into this 13th day of May, 2008, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Box Elder Properties LP., Autumn View Properties LP., Patterson Construction Inc., Pine Grove Properties LP., and Meadowbrook Land LLC., (hereafter referred to collectively as "Applicant"), is based on the following:

RECITALS

WHEREAS, Applicant is the owner of certain parcels of privately owned real property situated within the boundary of the Autumn Crest South - Plat A Annexation (Attachment 1), which parcels are located within the unincorporated territory of Utah County, and contiguous to the corporate boundary of City; and

WHEREAS, the real property within the Autumn Crest South - Plat A Annexation (hereafter referred to as ("Annexation Area")) constitutes the territory for which a *Request to Initiate Annexation of Land Within an Island or Peninsula* has been previously received (Attachment 2), a resolution of intent to annex enacted by the City Council (Resolution 08-01-01R), and the required public notices and hearings completed; and

WHEREAS, the real property within the Annexation Area constitutes a portion of an existing island of unincorporated area, as defined by 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 : (1) to enact an ordinance of annexation relating thereto concurrently with the approval and execution of this Agreement, and (2) to 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 the City of the territory described in the Autumn Crest South - Plat A Annexation (Attachment 1), 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 located within the Annexation Area, as identified on Attachment 1.

SECTION 2. Applicant hereby acknowledges that City is not required to approve the Autumn Crest South Plat A 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 request for annexation hereby acknowledges and agrees that the benefit received from annexation of the properties 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 constitutional taking as defined pursuant to the terms of UCA 10-9a-103(6), 1953, as amended.

SECTION 3. Applicant affirms that it is the sole owner of all of the lands included in the Annexation Area and has complete authority to enter into this Agreement and to bind the property hereto.

SECTION 4. City agrees that the zone classification to be initially attached to the Annexation Area shall be the R-1-15,000 Residential Zone

SECTION 5. City acknowledges that the purpose for annexation of the Annexation Area is to facilitate the subsequent development of the land as a residential subdivision. Because the area is to be placed in the R-1-15,000 Residential Zone (the default annexation zone), no annexation concept plan will be required. Applicant agrees that all further submissions for development approval will be in accordance with the requirements of the R-1-15,000 Residential Zone district and the terms of the Sensitive Lands Ordinance, if applicable.

SECTION 6. The Annexation Area includes portions of 1250 East Street and 700 North Street which are essential to proper vehicular access to and circulation within the Annexation Area. Attachment 3 shows the general location of these streets. As a condition of annexation, Applicant agrees to convey or cause to be conveyed to City those portions of 1250 East and 700 North identified on Attachment 3 and to assume the costs for construction of the improvements thereon. A copy of the deed conveying said lands is attached (Attachment 4) and City acknowledges receipt of the executed originals. City agrees to delay the actual conveyance of all other public streets within the Annexation Area until time of development approval and to receive title as a dedication shown on the recorded final plat.

SECTION 7. 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 has concluded that based on the terms of the R-1-15,000 Zone District, the amount of water right necessary to meet the anticipated needs of the proposed development will be approximately 30 acre feet. The amount of water right required pursuant to this Section is based on average demand under normal circumstances for 30 single-family residences. In the event that final development plans result in a different requirement, the City retains the right to adjust the amount of water right in accordance with the approved plan. Actual conveyance of the water right shall occur prior to the recording of the subdivision plat.

SECTION 8. Applicant has proposed to satisfy the water rights conveyance requirements as follows:

1. Allocation of water right previously conveyed to the City under Water User Claim 55-9647.

2. Allocation of a portion of water right previously conveyed to City for the benefit of Patterson Construction under Water User Claim 55-1519 (a27184), if required to meet the conveyance requirement.

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

SECTION 10. Development of the site requires the extension of water and sewer line connecting to existing facilities. Applicant acknowledges that some of the utility lines available for use on site have been constructed by others and will be subject to a reimbursement fee for a proportionate share of the cost, in accordance with the terms of Title IV of the development code.

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 112. 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 Autumn View Properties L.P., 11038 North Highland Blvd. Highland, Utah 84003

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.

BOX ELDER PROPERTIES L.P.

by: _____
Its: _____

AUTUMN VIEW PROPERTIES L.P.

by: _____
Its: _____

PINE GROVE PROPERTIES L.P.

by: _____
Its: _____

PATTERSON CONSTRUCTION INC.

by: _____
Its: _____

MEADOWBROOK LAND LLC.

by: _____
Its: _____
Manager

AMERICAN FORK CITY

by: _____
Mayor

ATTEST:

City Recorder



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LIST OF ATTACHMENTS

- Attachment 1.** Copy of Annexation Plat
- Attachment 2.** Copy of Request to Initiate Annexation
- Attachment 3.** Copy of deeds for right-of-way area for 1250 East and 700 North.

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EXHIBIT A

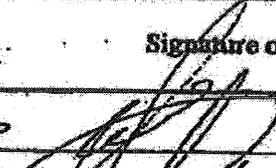
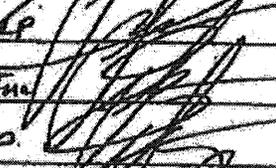
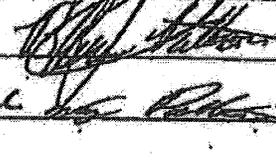
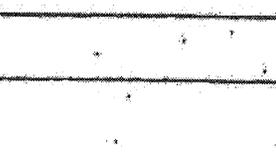
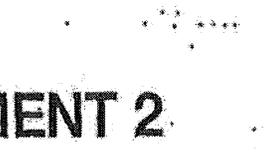
REQUEST TO INITIATE ANNEXATION OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 04 Oct 2007

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 ID. No.	Name(s) of Owner	Signature of Owner(s)
14:004:0177	Box Elder Properties LP	
14:004:0187	Autumn View Properties LP	
14:004:0270	Patterson Construction Inc	
21:004:0043	Pine Grove Properties LP	
14:004:0233	Patterson Constr. Inc	
14:004:0270	Meadowbrook Land LLC	

ATTACHMENT 2

ATTACHMENT 3

Quit Claim Deed

Tax Id No: A portion of 14:4:270
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Patterson Construction, Inc. and Autumn View Properties Limited Partnership, as their interest may appear,
Grantor,

of Highland, County of Utah, State of Utah, hereby QUIT CLAIMS to

American Fork City,

Grantee,

of 96 North Center Street, American Fork, Utah 84003, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration the following described tract of land in Utah County, State of Utah:

Beginning at a point that is North 00°20'06" West along quarter section line 1306.00 feet and West 490.66 feet from the South quarter corner of Section 7, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°16'38" West 783.66 feet; thence South 89°32'19" West 7.71 feet; thence South 00°23'39" East 79.75 feet; thence along the arc of a 305.00 feet radius curve to the right through a central angle of 19°54'29" for 105.98 feet (chord bears North 09°40'36" West 105.44 feet); thence North 00°16'38" East 759.57 feet; thence South 89°52'40" East 25.00 feet to the point of beginning.

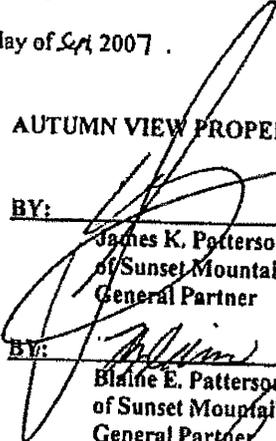
Containing: 20,386 square feet or 0.4680 acres, more or less.

This property is being conveyed for road dedication only.

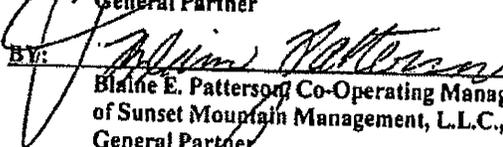
Witness, the hand of said Grantor, this 19th day of Sept, 2007.

AUTUMN VIEW PROPERTIES LIMITED PARTNERSHIP

BY:

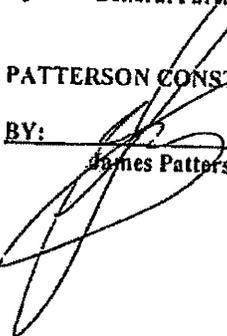

James K. Patterson, Co-Operating Manager
of Sunset Mountain Management, L.L.C.,
General Partner

BY:


Blaine E. Patterson, Co-Operating Manager
of Sunset Mountain Management, L.L.C.,
General Partner

PATTERSON CONSTRUCTION, INC.

BY:


James Patterson, President

State of Utah)

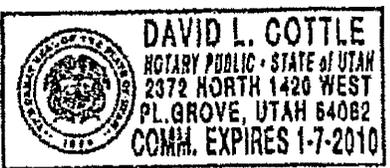
County of Utah)

On the 19th day of September, 2007, personally appeared before me JAMES PATTERSON, President, of PATTERSON CONSTRUCTION, INC., the signer of the within document who duly acknowledged that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said JAMES PATTERSON duly acknowledged to me that said corporation executed the same.

David L. Cottle
Notary Public

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State of Utah)
) §
County of Utah)



On the 19th day of September, 2007, personally appeared before me JAMES K. PATTERSON AND BLAINE E. PATTERSON, who being by me duly sworn did say, for himself, that they are the member/managers of SUNSET MOUNTAIN MANAGEMENT, L.L.C., a Utah Limited Liability Company, proven to me to be the General Partner of AUTUMN VIEW PROPERTIES LIMITED PARTNERSHIP, the partnership that executed the within instrument and acknowledged that said limited liability company executed the same as the General Partner of Autumn View Properties Limited Partnership, and that said partnership executed the same.

David L. Cottle
Notary Public

State of Utah)
) §
County of Utah)

