

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 March 26th, 2013, 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 9th day of July,
2013 at Salt Lake City, Utah.

A handwritten signature in black ink that reads "Greg Bell".

GREG BELL
Lieutenant Governor



51 East Main, American Fork, UT 84003
(801) 763-3000 Fax (801) 763-3033

*****NOTICE OF IMPENDING BOUNDARY ADJUSTMENT*****

June 26, 2013

Lt. Governor's Office
Utah State Capitol Complex
P.O. Box 142325
Salt Lake City, Utah 84114-2325

Emailed to: spencerhadley@utah.gov

RE: Hansen Sykes Annexation into American Fork City

To Whom It May Concern:

At the May 14, 2013, City Council meeting, the Mayor and City Council approved Ordinance No. 2013-05-15, which approved the Hansen Sykes Annexation into American Fork City.

Enclosed you will find a copy of our Ordinance of Annexation, which includes the boundary description of the annexation, and a copy of the annexation map. The above referenced annexation meets the requirements of annexation.

If approved, please send the Certificate of Annexation to:

American Fork City
Terilyn Lurker, Deputy Recorder
51 East Main
American Fork, UT 84003

If you have any questions or need further information, please call me at 801-763-3000 ext. 501.

Sincerely,

Terilyn Lurker
Deputy Recorder

enclosures

Mayor James H. Hadfield

Brad Frost, Craig Nielsen, Heidi Rodeback, Robert Shelton, Clark Taylor

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. 2013-05-15
HANSEN SYKES ANNEXATION (755 WEST 700 NORTH)
SEE ATTACHMENT 'A'

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE RA-1 ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE HANSEN SYKES 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 14 DAY OF MAY, 2013.


JAMES H. HADFIELD, 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 14 DAY OF MAY, 2013.


RICHARD M. COLBORN, RECORDER

ATTACHMENT A

SURVEYOR'S CERTIFICATE

I 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

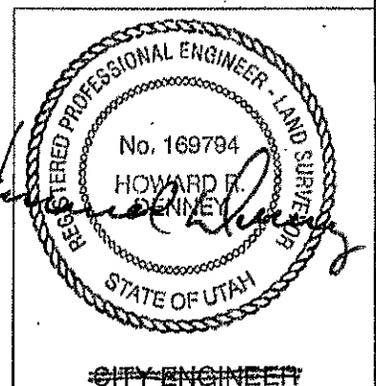
BEGINNING 436.00 FEET N89°58'37"E AND 415.86 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 15, T5S, R1E, SALT LAKE BASE AND MERIDIAN:

TO A POINT ON THE EASTERN EDGE OF THE J & S MITCHELL ANNEX, THENCE EAST 309.56 FEET; THENCE SOUTH 13.67 FEET ALONG THE MITCHELL SPRINGS ANNEX; THENCE THE FOLLOWING TWO CALLS ALONG THE D PETERSON ANNEX A) S89°32'32"W 106.85 B) S00°57'05"E 290.44; THENCE N80°46'00"W 270.06 FEET ALONG THE HUNTER 'B' ANNEX; THENCE THE FOLLOWING TWO CALLS ALONG THE CARSON ANNEX A) N06°55'00"E 0.85 FEET B) N07°02'03"E 240.80 FEET; THENCE THE FOLLOWING TWO CALLS ALONG THE J & S MITCHELL ANNEX A) EAST 29.43 FEET B) THENCE NORTH 21.76 FEET TO THE POINT OF BEGINNING.

(71,406.91 SQ FT – 1.640 ACRES)


AMERICAN FORK CITY ENGINEER

7 MAY 2013
DATE



ATTACHMENT B

3-6-13
Draft #1

ANNEXATION AGREEMENT (Hansen-Sykes Annexation)

This Agreement, made and entered into this 26 day of March, 2013, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Cecil R. Hansen Trust U/A/D and Margaret P. Sykes Family Trust (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of two parcels of privately owned real property situated within the boundary of the Hansen Sykes Annexation, identified on Attachment 1 as the "Hansen Sykes Parcels", which parcels are located within the unincorporated territory of Utah County, but contiguous to the corporate boundary of City, and which constitute all of the lands requesting annexation to the City under the Hansen Sykes Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Hansen Sykes 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. 2013-01-01R 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 of Agreement. The real property to which the terms of this Agreement apply shall be the parcels of private property within the Annexation Area, identified on Attachment 1. Attachment 1 is hereby made part of this Agreement.

SECTION 2 - Annexation a benefit to Applicant. 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 annexation as set forth in this Agreement and the conditions of development as set forth under the terms of the 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 of Applicant. Applicants hereby affirm that they are the current sole owners of the Hansen and Sykes parcels and have complete authority to enter into this Agreement and to bind the properties hereto.

SECTION 4 - Compatibility with Land Use Plan and Initial Zone Classification. The Land Use Element of the General Plan for the area shows the Hansen and Sykes parcels located in the future Low Density Residential classification. The Applicant has indicated that the primary purpose of the annexation is to allow the current dwellings to be connected to the City water and sewer systems as residents and that no further development of the property is proposed. Accordingly, the City has determined that the initial zone classification will be the RA-1 Residential Agricultural Zone district.

SECTION 5 - Street Rights-of-way to be Conveyed. City's Major Street Plan provides for the development of 700 North Street as a Major Collector Road. As a condition of annexation, Applicants hereby agrees to convey to City the right-of-way and associated utility, transportation, and slope easements as necessary for the widening of 700 North Street in the location shown on the street dedication map (Attachment 3). Applicants shall have no obligation to construct any street right-of-way improvements unless and until any improvement or development occurs on the parcels, subject to the provisions as outlined in the American Fork City Development Code Section 17.5.126 (Minimum Level of Improvements Required). Further, a copy of the deeds conveying title to the parcels required for the public road expansion and the associated easements are attached hereto (Attachment 4) and City hereby acknowledges receipt of the executed originals.

SECTION 6 - Mitchell Hollow Trail Easement to be Conveyed. The City's Trails Master Plan illustrates the placement of the Mitchell Hollow Trail through portions of the Annexation area. As a condition of annexation, Applicants hereby agree to convey to the City an easement for the trail corridor necessary for the construction of the Mitchell Hollow Trail in the location shown on the trail easement map (Attachment 5). Further, a copy of the deeds conveying this easement for the future trail purposes are attached hereto (Attachment 6) and City hereby acknowledges receipt of the executed originals.

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. Current City policy allows annexation of existing dwellings without conveyance of water right. Accordingly, no conveyance of water rights will be required at the time of annexation. Provided, however, any further development of the Annexation Area will require the conveyance of water right sufficient in amount to meet the demand for the future use. Applicants agree to convey the water rights to the City, without cost, in accordance with the City's water rights conveyance policy in effect at that time.

SECTION 8 - 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 connection to the City water and/or sewer systems for future dwellings or expansion of the existing dwellings on the site or 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 9 - Connection to City Utilities. In consideration of the trail easement conveyance, City shall allow Applicants to connect to the following City systems for the current two single-family dwellings without the payment of a connection fee or impact fee for: PI (Pressurized Irrigation), Sewer, and Culinary Water. However, at the time of connection to the water system, Applicants shall convey the following water shares from the two (2) on-site wells (each existing home parcel is currently served by one of the wells): Water User's Claim No. 55-426 in the amount of 0.95 acre feet annually and Water User's Claim No. 55-862 in the amount of 1.3 acre feet.

SECTION 10 - Default. 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 11 - 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 Applicants, to Cecil R. Hansen 6715 West 8740 North, American Fork City, Utah 84003 and to Margaret P. Sykes 757 West 700 North, American Fork City, Utah 84003.

SECTION 12 - 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.

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

CECIL R. HANSEN

Cecil R. Hansen

MARGARET P. SYKES

Margaret P. Sykes

JAMES SYKES HANSEN

James Sykes Hansen

AMERICAN FORK CITY

W. Hedfield
Mayor

ATTEST:

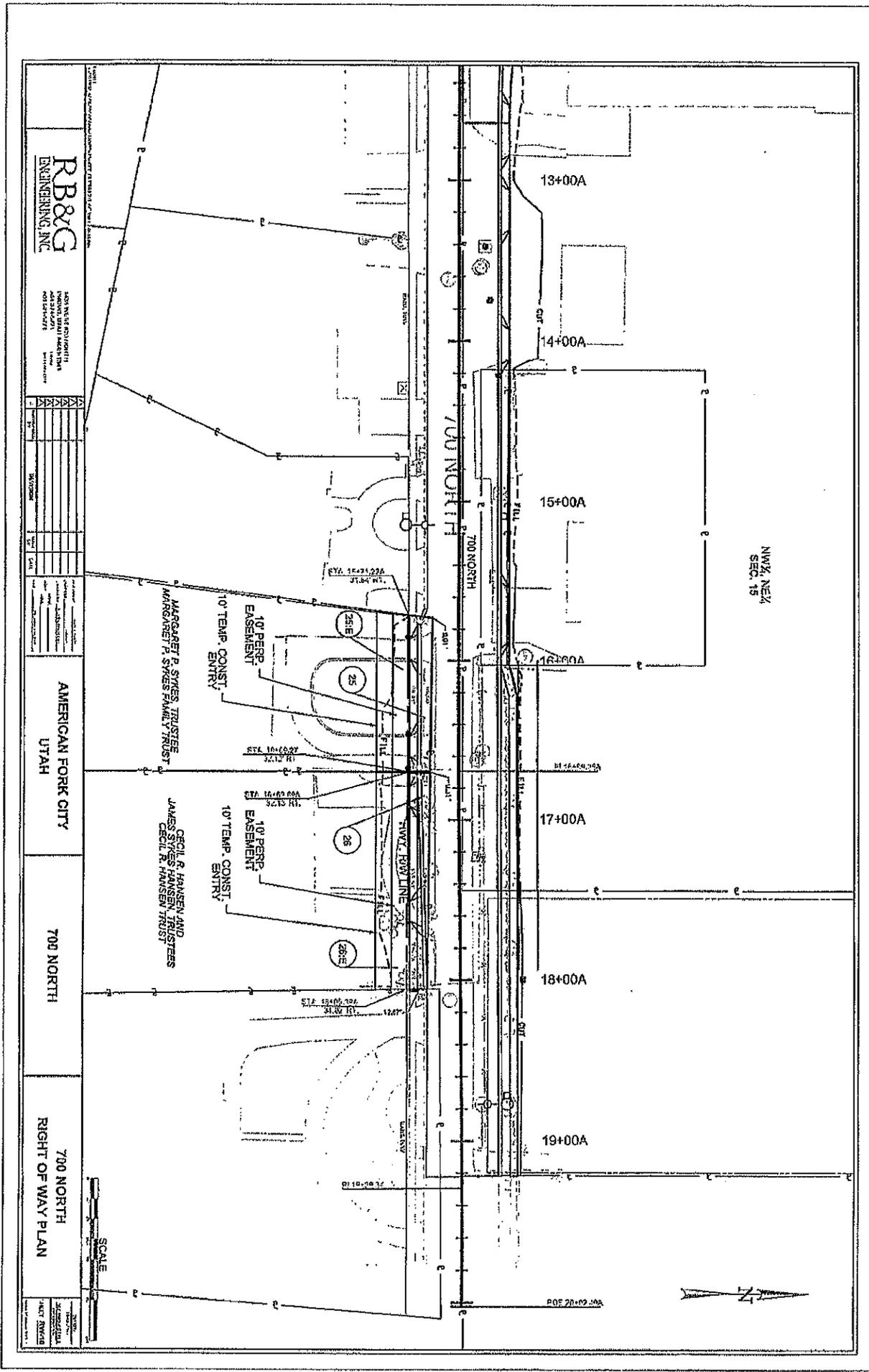
Walter Gurker
City Recorder

DEPUTY RECORDER



LIST OF ATTACHMENTS

- | | |
|---------------------|--|
| Attachment 1 | Copy of Annexation Plat. |
| Attachment 2 | Copy of Request to Initiate Annexation. |
| Attachment 3 | Copy of map showing general location of right-of-way to be conveyed to City as condition of annexation. |
| Attachment 4 | Copy of deeds conveying the additional right-of-way for widening of 700 North. |
| Attachment 5 | Copy of map showing location of trail easements to be conveyed to City as a condition of annexation for the Mitchell Hollow Trail. |
| Attachment 6 | Copy of deeds conveying the trail easements for the continuation of the Mitchell Hollow Trail. |



R&B
ENGINEERING, INC.

1000 N. 1000 E. SUITE 100
SALT LAKE CITY, UT 84143
PHONE: 325-1111
FAX: 325-1112

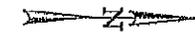
NO.	DATE	DESCRIPTION
1	10/15/09	ISSUED FOR PERMITS
2	11/10/09	REVISED PER COMMENTS
3	12/15/09	REVISED PER COMMENTS
4	01/15/10	REVISED PER COMMENTS
5	02/15/10	REVISED PER COMMENTS
6	03/15/10	REVISED PER COMMENTS
7	04/15/10	REVISED PER COMMENTS
8	05/15/10	REVISED PER COMMENTS
9	06/15/10	REVISED PER COMMENTS
10	07/15/10	REVISED PER COMMENTS
11	08/15/10	REVISED PER COMMENTS
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95	08/15/17	REVISED PER COMMENTS
96	09/15/17	REVISED PER COMMENTS
97	10/15/17	REVISED PER COMMENTS
98	11/15/17	REVISED PER COMMENTS
99	12/15/17	REVISED PER COMMENTS
100	01/15/18	REVISED PER COMMENTS

AMERICAN FORK CITY
UTAH

700 NORTH

700 NORTH
RIGHT OF WAY PLAN

SCALE
1" = 20'



P09 2010.00A

ATTACHMENT 3

ATTACHMENT 4

WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

Warranty Deed
(TRUSTEE)
Utah County

Affecting Tax ID No. 130030018
Parcel No. 25
Project: American Fork 700 North

Margaret P. Sykes, Trustee of the Margaret P. Sykes Family Trust dated the 24th day of December, 2008, Grantor, of American Fork, County of Utah, State of Utah, hereby CONVEYS AND WARRANTS to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of _____ Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

a parcel of land in fee for the widening and reconstruction of the existing road 700 North, being part of an entire tract of property, situate in the Northwest ¼ of the Northeast ¼ of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, at a point which is 595.20 feet S. 43°04'00" E. from the North Quarter Corner of said Section 15; and running thence S. 89°15'00" E. 96.50 feet along the northerly boundary line of said entire tract to the northeast corner of said entire tract; thence S. 0°00'00" W. 14.18 feet along the easterly boundary line of said entire tract; thence N 89°48'12" W. 98.41 feet to the westerly boundary line of said entire tract; thence N. 7°15'00" E. 15.22 feet along said westerly boundary line; thence N. 31°19'29" W. 0.01 feet to the point of beginning as generally shown on the street dedication plat on file at the Utah County Recorder's Office.

The above described parcel of land contains 1,427 square feet in area or 0.033 acres.

(Note: All bearings in the above description are based on the Utah State Plane Coordinate System modified.)

Continued on Page 2

WITNESS, the hand_ of said Grantor_, this 3 day
of May, A.D. 20 13.

Margaret P. Sykes
Margaret P. Sykes
Type or print name of grantor

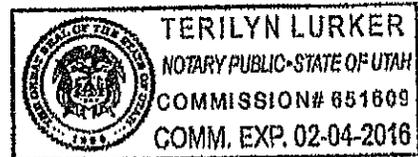
Signed in the presence of:
Glen P. Sykes
Glen P. Sykes
Type or print name of witness

STATE OF Utah)
COUNTY OF Utah) ss.

On the date first above written personally appeared before me,
Margaret P. Sykes, who, being by me duly
sworn, acknowledged to me that he signed the within and foregoing instrument in
accordance with the authority as Trustee_ given under the instrument creating said
Trust, and that as Trustee_, he executed the same.

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

Terilyn Lurker
Notary Public



WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

Utility, Transportation, and Slope Easement
(TRUSTEE)
Utah County

Affecting Tax ID No. 130030018
Parcel No. 25:E
Project: American Fork 700 North

Margaret P. Sykes, Trustee of the Margaret P. Sykes Family Trust dated the 24th day of December, 2008, Grantor, of American Fork, County of Utah, State of Utah, hereby CONVEY AND WARRANT to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of _____ Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

a perpetual easement, upon part of an entire tract of property situate in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in Utah County, Utah, for the purpose of construction, installation and maintenance of utilities, street lights, transportation (pedestrian) movements, a fill slope, and appurtenant parts thereof incident to the widening and reconstruction of the existing American Fork City 700 North roadway.

Said part of an entire tract is a strip of land ten (10) feet wide, adjoining the following described portion of the northerly right of way line:

Beginning at a point in the easterly boundary line of said entire tract, which point is 595.20 feet S. $43^{\circ}04'00''$ E. and 96.50 feet S. $89^{\circ}15'00''$ E. and 14.18 feet S. $0^{\circ}00'00''$ W. from the North Quarter Corner of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence N $89^{\circ}48'12''$ W. 98.41 feet to a point in the westerly boundary line of said entire tract as generally shown on the street dedication plat on file at the Utah County Recorder's Office.

The above described strip of land contains 990 square feet in area or 0.023 acres.

(Note: All bearings in the above description are based on the Utah State Plane Coordinate System modified.)

Continued on Page 2

It is agreed hereby, that the Owners, by consent of American Fork City, shall have the right to lessen but not to increase the vertical distance or grade of said fill slopes steeper than 2H:1V (unless retaining walls engineered to resist the imposed loads are installed and railing meeting fall protection guidelines, as applicable, are installed), after said slopes are constructed on the above described lands at the expense of American Fork City, and thereafter American Fork City is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

WITNESS, the hand_ of said Grantor_ this 3 day
of May, A.D. 20 13.

Margaret P. Sykes
Margaret P. Sykes
Type or print name of grantor

Signed in the presence of:
Glen P. Sykes
Glen P. Sykes
Type or print name of witness

STATE OF Utah)
COUNTY OF Utah) ss.

On the date first above written personally appeared before me,
Margaret P. Sykes, who, being by me duly
sworn, acknowledged to me that he signed the within and foregoing instrument in
accordance with the authority as Trustee, given under the instrument creating said
Trust, and that as Trustee, he executed the same.

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

Terilyn Lurker
Notary Public



Owner Name: _____
Tax ID No. 130030018
Parcel No. 25
Project: American Fork 700 North

PERMIT TO ENTER AND CONSTRUCT

I Margaret P. Sykes, hereby authorize American Fork City or its agent or contractor to enter upon my property for the purpose of constructing fill slopes and appurtenant parts thereof, and for the purpose of constructing a driveway/access tie-in to the existing driveway/access and ground elevations. The area for constructing fill slopes is a strip of land ten (10) feet wide, that extends across the entire northerly frontage of said property, adjacent to and paralleling the new perpetual easement line. The area for constructing the driveway/access tie-in is adjacent to the existing driveway/access. It is understood the tie-in will be of same type surfacing or ground cover (landscaping where applicable) as currently exists, to be placed at an acceptable slope – typically 6% to 12% for driveway surfacing, and 3H:1V for other areas, or flatter where requested, and agreed to by the City.

I certify that I am the owner of record of said property to which I am giving permission to enter. I understand that said American Fork City or its agent will only be allowed access to and upon my property to the extent necessary for the above described construction and for no other purpose. I understand that said construction will be done at no cost to me. I understand that upon completion of said construction my property will be cleaned up and restored as close as possible to the original condition. I am willing to waive any compensation associated with this entry permission, and understand there will be no monetary compensation to me for the above described access and construction entry permission on my property.

Margaret P. Sykes

Owner

5-3-12

Date

Glen P. Sykes

Witness

WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

Warranty Deed
(TRUSTEE)
Utah County

Affecting Tax ID No. 130030082
Parcel No. 26
Project: American Fork 700 North

Cecil R. Hansen and James Sykes Hansen, Trustees (and to their Successors in trust) of the Cecil R. Hansen Trust U/A/D November 18, 2008, Grantors, of American Fork, County of Utah, State of Utah, hereby CONVEY AND WARRANT to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of _____ Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

a parcel of land in fee for the widening and reconstruction of the existing road 700 North, being part of an entire tract of property, situate in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northwest corner of said entire tract, at a point which is 436.09 feet S. $0^{\circ}00'00''$ W. and 503.23 feet S. $90^{\circ}00'00''$ E. from the North Quarter Corner of said Section 15; and running thence S. $89^{\circ}15'00''$ E. of 135.62 feet along the northerly boundary line of said entire tract to the northeast corner of said entire tract; thence S. $0^{\circ}57'06''$ E. 12.87 feet along the easterly boundary line of said entire tract; thence N. $89^{\circ}48'12''$ W. 135.51 feet to the westerly boundary line of said entire tract; thence N. $0^{\circ}00'00''$ E. 14.18 feet along said westerly boundary line; thence N. $89^{\circ}05'21''$ W. 0.31 feet to the point of beginning as generally shown on the street dedication plat on file at the Utah County Recorder's Office.

The above described parcel of land contains 1,831 square feet in area or 0.042 acres.

(Note: All bearings in the above description are based on the Utah State Plane Coordinate System modified.)

Continued on Page 2

WHEN RECORDED, MAIL TO:
American Fork City
51 East Main Street
American Fork, Utah 84003

Utility, Transportation, and Slope Easement
(TRUSTEE)
Utah County

Affecting Tax ID No. 130030082
Parcel No. 26:E
Project: American Fork 700 North

Cecil R. Hansen and James Sykes Hansen, Trustees (and to their Successors in trust) of the Cecil R. Hansen Trust U/A/D November 18, 2008, Grantors, of American Fork, County of Utah, State of Utah, hereby CONVEY AND WARRANT to AMERICAN FORK CITY, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of _____ Dollars, and other good and valuable considerations, the following described parcel of land in Utah County, State of Utah, to-wit:

a perpetual easement, upon part of an entire tract of property situate in the Northwest ¼ of the Northeast ¼ of Section 15, Township 5 South, Range 1 East, Salt Lake Base and Meridian, in Utah County, Utah, for the purpose of construction, installation and maintenance of utilities, street lights, transportation (pedestrian) movements, a fill slope, and appurtenant parts thereof incident to the widening and reconstruction of the existing American Fork City 700 North roadway.

Said part of an entire tract is a strip of land ten (10) feet wide, adjoining the following described portion of the northerly right of way line:

Beginning at a point in the easterly boundary line of said entire tract, which point is 436.09 feet S. 0°00'00" W. and 503.23 feet S. 90°00'00" E. and 135.62 feet S. 89°15'00" E. and 12.87 feet S. 0°57'06" E. from the North Quarter Corner of said Section 15; and running thence N. 89°48'12" W. 135.51 feet to the westerly boundary line of said entire tract as generally shown on the street dedication plat on file at the Utah County Recorder's Office.

The above described strip of land contains 1,356 square feet in area or 0.031 acres.

(Note: All bearings in the above description are based on the Utah State Plane Coordinate System modified.)

Continued on Page 2

It is agreed hereby, that the Owners, by consent of American Fork City, shall have the right to lessen but not to increase the vertical distance or grade of said fill slopes steeper than 2H:1V (unless retaining walls engineered to resist the imposed loads are installed and railing meeting fall protection guidelines, as applicable, are installed), after said slopes are constructed on the above described lands at the expense of American Fork City, and thereafter American Fork City is relieved of any further claim or demand for costs, damages, or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

WITNESS, the hand_ of said Grantor_ this 25 day
of April, A.D. 20 13.

Cecil R. Hansen
Cecil R. Hansen
Type or print name of grantor

James S. Hansen
James S. Hansen
Type or print name of grantor

Signed in the presence of:
Janet Hickler
Janet Hickler
Type or print name of witness

STATE OF Utah)
COUNTY OF Utah) ss.

On the date first above written personally appeared before me,
Cecil R. Hansen and James S. Hansen, who, being by me duly
sworn, acknowledged to me that he signed the within and foregoing instrument in
accordance with the authority as Trustee_ given under the instrument creating said
Trust, and that as Trustee_, he executed the same.

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

Terilyn Lurker
Notary Public



Owner Name: _____

Tax ID No. 130030082

Parcel No. 26

Project: American Fork 700 North

PERMIT TO ENTER AND CONSTRUCT

I Cecil R. Hansen & James S. Hansen, hereby authorize American Fork City or its agent or contractor to enter upon my property for the purpose of constructing fill slopes and appurtenant parts thereof, and for the purpose of constructing a driveway/access tie-in to the existing driveway/access and ground elevations. The area for constructing fill slopes is a strip of land ten (10) feet wide, that extends across the entire northerly frontage of said property, adjacent to and paralleling the new perpetual easement line. The area for constructing the driveway/access tie-in is adjacent to the existing driveway/access. It is understood the tie-in will be of same type surfacing or ground cover (landscaping where applicable) as currently exists, to be placed at an acceptable slope – typically 6% to 12% for driveway surfacing, and 3H:1V for other areas, or flatter where requested, and agreed to by the City.

I certify that I am the owner of record of said property to which I am giving permission to enter. I understand that said American Fork City or its agent will only be allowed access to and upon my property to the extent necessary for the above described construction and for no other purpose. I understand that said construction will be done at no cost to me. I understand that upon completion of said construction my property will be cleaned up and restored as close as possible to the original condition. I am willing to waive any compensation associated with this entry permission, and understand there will be no monetary compensation to me for the above described access and construction entry permission on my property.

Cecil R. Hansen
James S. Hansen

Owner

4/25/13

4/25/13

Date

[Signature]
Witness

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

ATTACHMENT 6

PUBLIC ACCESS, TRAIL, & STORM DRAIN/IRRIGATION EASEMENT

CECIL R. HANSEN and JAMES SYKES HANSEN, TRUSTEES of the CECIL R HANSEN TRUST
U/A/D November 18, 2008, Grantor(s)
of Utah County, Utah,

hereby CONVEYS, GRANTS, SELLS, and WARRANTS to:

AMERICAN FORK CITY, Grantee(s)
of Utah County, Utah,

for the sum of Ten Dollars and Other Good and Valuable Consideration, the following described RIGHT-OF-WAY EASEMENT(s) to construct, maintain, operate, repair, inspect and protect a non-motorized (pedestrian, bicycle, and equestrian) trail for public access and storm drain/irrigation facilities with vehicular access over and through the GRANTOR's property for said operations, said right-of-way and easement situated in UTAH County, State of Utah:

COMMENCING N89°58'37"E 638.86 FEET AND SOUTH 450.51 FEET FROM THE NORTH 1/4 CORNER OF SECTION 15, T5S, R1E, SLB&M; THENCE S00°57'14"E 270.92 FEET; THENCE N81°34'19"W 142.13 FEET; THENCE NORTH 20.22 FEET; THENCE S81°34'22"E 111.58 FEET; THENCE N48°44'12"E 19.41 FEET; THENCE N00°57'14"W 233.20 FEET; THENCE N89°23'44"E 15.00 FEET TO THE POINT OF BEGINNING. AREA 0.154 ACRES.

WITNESS the hand of said Grantor(s) this April 25, 2012.

Cecil R. Hansen
Authorized Signature

James S. Hansen
Authorized Signature

Cecil R. Hansen
Print Name/Title

James S. Hansen
Print Name/Title

State of Utah)
County of Utah)

On April 25, 2012 personally appeared before me (print name of executor(s) below),

Cecil R. Hansen and James S. Hansen

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.



Terilyn Lurker
Notary Public Signature

Terilyn Lurker
Print Name of Notary

When recorded return to:
American Fork City
51 E. Main
P.O. Box 397
American Fork, UT 84003

PUBLIC ACCESS, TRAIL, & STORM DRAIN/IRRIGATION EASEMENT

MARGARET P. SYKES, TRUSTEE of the **MARGARET P. SYKES FAMILY TRUST** dated the 24th day of **December, 2008**, Grantor(s)
of Utah County, Utah,

hereby **CONVEYS, GRANTS, SELLS, and WARRANTS** to:

AMERICAN FORK CITY, Grantee(s)
of Utah County, Utah,

for the sum of Ten Dollars and Other Good and Valuable Consideration, the following described **RIGHT-OF-WAY EASEMENT(s)** to construct, maintain, operate, repair, inspect and protect a non-motorized (pedestrian, bicycle, and equestrian) trail for public access and storm drain/irrigation facilities with vehicular access over and through the **GRANTOR's** property for said operations, said right-of-way and easement situated in **UTAH** County, State of Utah:

COMMENCING N89°58'37"E 502.79 FEET AND SOUTH 680.72 FEET FROM THE NORTH 1/4 CORNER OF SECTION 15, T5S, R1E, SLB&M; THENCE SOUTH 21.52 FEET; THENCE N80°46'00"W 129.50 FEET; THENCE N07°14'57"E 20.01 FEET; THENCE S80°46'00"E 38.89 FEET; THENCE S81°34'22"E 87.86 FEET TO THE POINT OF BEGINNING. AREA 0.060 ACRES.

WITNESS the hand of said Grantor(s) this 5-3-, 2013.

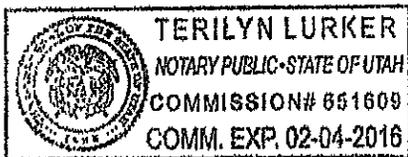
Margaret P. Sykes
Authorized Signature
Margaret P. Sykes
Print Name/Title

State of Utah)
County of Utah)

On May 3, 2013, personally appeared before me (print name of executor(s) below),

Margaret P. Sykes

the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.



Terilyn Lurker
Notary Public Signature
Terilyn Lurker
Print Name of Notary

