



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:

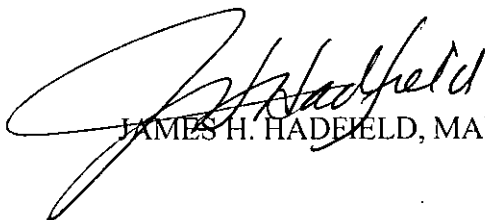
SECTION I. THAT THE FOLLOWING DESCRIBED REAL PROPERTY BE, AND THE SAME IS HEREBY ANNEXED TO AMERICAN FORK CITY, UTAH, THE CORPORATE LIMITS OF SAID CITY ARE HEREBY EXTENDED TO INCLUDE SAID DESCRIBED PROPERTY, AND SAID PROPERTY IS HEREBY DECLARED TO BE PART OF AMERICAN FORK CITY AND SHALL HENCEFORTH BE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

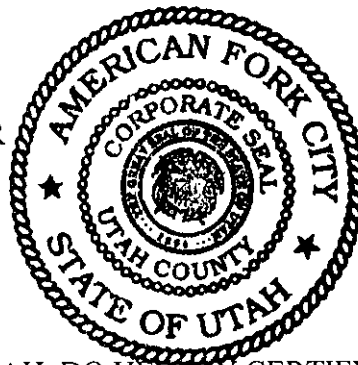
ORDINANCE NO. 2015-10-68
BOLEY II ANNEXATION (200 SOUTH 800 WEST)
SEE ATTACHMENT 'A'

ENT 1080:2016 PG 1 of 15
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jan 06 12:39 pm FEE 0.00 BY SW
RECORDED FOR AMERICAN FORK CITY

SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-12,000 AND R1-20,000 RESIDENTIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE BOLEY II 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 27 DAY OF OCTOBER, 2015.


JAMES H. HADEIELD, 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 27 DAY OF OCTOBER, 2015.


RICHARD M. COLBORN, RECORDER

ATTACHMENT "A"

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 6418780 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 ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION SAID POINT BEING SOUTH 1603.92 FEET AND EAST 453.45 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

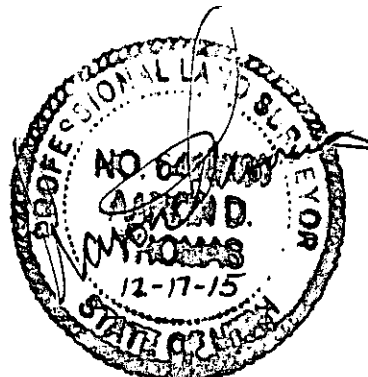
RUNNING THENCE ALONG SAID ANNEXATION LINE EAST 659.82 FEET; THENCE SOUTH 356.15 FEET; THENCE EAST 656.01 FEET; THENCE S 00°52'49" W 341.78 FEET; THENCE N 88°29'26" E 15.19 FEET; THENCE SOUTH 1793.69 FEET; THENCE N 89°17'16" W 12.87 FEET; THENCE SOUTH 520.39 FEET; THENCE S 46°41'58" W 471.11 FEET; THENCE WEST 332.10 FEET; THENCE NORTH 1011.45 FEET; THENCE WEST 632.41 FEET TO A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION; THENCE ALONG SAID ANNEXATION LINE NORTH 1646.56 FEET; THENCE WEST 5.52 FEET; THENCE NORTH 676.50 FEET TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING 79.40 ACRES.

BASIS OF BEARING: UTAH STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE.

Raven Thomas

SURVEYOR



DEC. 17, 2015

DATE

**ANNEXATION AGREEMENT
(Boley II Annexation)**

This Agreement, made and entered into this 28 day of October 2014, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Melvin V. and Mary C. Frandsen Family, LLC and Mary Mel Land and Livestock LLC, (hereafter referred to as "Applicants"), is based on the following:

RECITALS

WHEREAS, Applicants are the owners of parcels of privately owned real property situated within the boundary of the Boley II Annexation, identified on Attachment 1 as the "Boley II Annexation Plat", 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 Boley II Annexation. An application requesting the City to initiate proceedings for annexation of the territory within the Boley II 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. 2014-07-31R 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 Applicants. Applicants 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, Applicants hereby acknowledge and agree 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 Applicants. Applicants hereby affirm that they are the current sole owners of the parcels and have complete authority to enter into this Agreement and to bind the property 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 parcels located in the future Transit Oriented Development, Low Density Residential and Very Low Density Residential classifications. Applicant has proposed to develop the parcels as a residential development project. Applicant also acknowledges that higher densities may be allowed on portions of the annexation area upon approval of the zoning document for the TOD area. However, Applicant still wishes to zone the property according to the lower densities as noted on the City's Land Use Map, prior to the adoption of the TOD Area Plan. Accordingly, the City has determined that the initial zone classifications be the R-1-12,000 and R-1-20,000 zones. A map of the intended zone classifications is attached and made part of this agreement (Attachment 3).

SECTION 5 – Annexation Concept Plan. Applicant has submitted an Annexation Concept Plan (Attachment 4) showing the intended development within the Annexation Area as a single-family development consisting of detached homes. The proposed use and density of development are in general compliance with the terms of the Land Use Plan for the area and the proposed zone classifications. This finding of general compliance is conditioned upon the understanding that all future submittals will fully conform to the general design of the Annexation Concept Plan and the requirements of the R-1-12,000 and R-1-20,000 zones. However, Applicant hereby agrees that the City may require adjustments to the Annexation Concept Plan to conform to City Ordinances or the specific terms of an approved final subdivision plat.

SECTION 6 – Property Taxes and Rollback Taxes to be Paid. Applicants agree to pay any outstanding property taxes on the parcels; including any and all rollback taxes if the subject parcels are classified as "Greenbelt" with the Utah County Tax Assessor. These taxes and receipt of payment shall be required prior to City recording this Agreement.

SECTION 7 - Conveyance of Water Right. 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. Applicant has been working with the City in reviewing the amount of water that has been conveyed in the past, in order to more accurately determine what has been used and what is still banked with the City. Applicant has indicated an intent to meet any additional water

conveyance requirements. Based on the current City water conveyance policies and initial zone classifications, it is estimated that the amount of water right required will be approximately 157.02 acre feet. In the event that final development plans result in a conveyance requirement which is less than or exceeds the estimated amount, City retains the right to adjust the actual amount accordingly. Because of the uncertainty regarding the extent applicants existing water rights conveyance and the need to continue use of the water for agricultural purposes, the City agrees to allow a delay in the actual conveyance of water right until the time of development.

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 Applicants 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 or future 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 9 – Sensitive Lands Overlay: Applicants acknowledge that all or portions of the Annexation Area may have significant physical limitations for development and lie within the Sensitive Lands Overlay. Prior to approval of any development plan, Applicants agree to provide a geotechnical report and any other such studies as City deems appropriate to determine the suitability of the Annexation Area for development.

SECTION 10 – Utility, Right-of-Way, Trail and Fill Easements to be Conveyed. The City's Major Street Plan provides for the development of 200 South and the future 700 South as Major Collector Roadways. The City's Bicycle and Pedestrian Master Plan provides for the development of the slough located at the southern boundary of the annexation area as a Shared Use Path, and provides for a Cycle Track along 200 South. As a condition of annexation, Applicants hereby agree to convey to City the rights-of-way and associated utility, transportation, trail and slope easements as necessary for the widening of 200 South and the future 700 South in the locations shown on the street dedication map (Attachment 5). In addition, applicants hereby agree to convey to City trail easements for a future shared use path along the slough located at the southern boundary of the annexation area. Applicants shall have no obligation to construct any street right-of-way or trail 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 6) and City hereby acknowledges receipt of the executed originals.

SECTION 11 - 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 12 - 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 Melvin V. and Mary C. Frandsen Family, LLC., 506 South 100 West, American Fork, Utah 84003.

SECTION 13 - 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.

MELVIN V. FRANDBEN

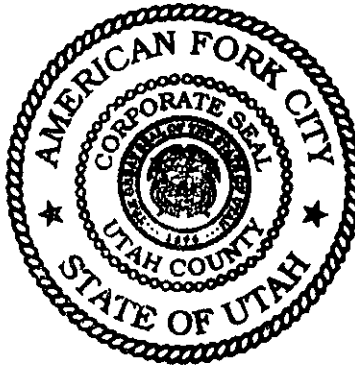
Mel Frandsen

AMERICAN FORK CITY

[Signature]
Mayor

MARY FRANDBEN

Mary Frandsen



ATTEST:

[Signature]
City Recorder

CITY STAFF VERIFICATION OF AGREEMENT CONVEYANCES

Andy Spencer, City Engineer

[Signature]

Adam Olsen, Senior Planner

[Signature]

LIST OF ATTACHMENTS

- | | |
|---------------------|--|
| Attachment 1 | Copy of Annexation Plat |
| Attachment 2 | Copy of Request to Initiate Annexation |
| Attachment 3 | Zone Classification Map |
| Attachment 4 | Annexation Concept Plan |
| Attachment 5 | Location of Utility, Right-of-Way, Trail and Fill Easement |
| Attachment 6 | Copy of Deeds for Utility, Right-of-Way, Trail and Fill Easements for 570 West |

ATTACHMENT 1

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HAVE CONDUCTED A SURVEY OF THE TRACT OF LAND SHOWN ON THIS ANNEXATION PLAT, AND THAT THE SAID ANNEXATION PLAT IS ACCURATE AND CORRECT, AND THAT THE SAID ANNEXATION PLAT IS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 22, TORSION 3 SOUTH, RANGE 1 EAST, SALT LAKE BASIN AND MERIDIAN, UTAH.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION SAID POINT BEING CORNER NELLIS FEET AND EAST 45.15 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TORSION 3 SOUTH, RANGE 1 EAST, SALT LAKE BASIN AND MERIDIAN; RUNNING THENCE ALONG SAID ANNEXATION LINE EAST 68.87 FEET; THENCE SOUTH 35.41 FEET; THENCE EAST 68.87 FEET; THENCE S 01° 17' 10" E 141.70 FEET; THENCE N 86° 27' 0" W 141.70 FEET; THENCE S 86° 27' 0" W 141.70 FEET; THENCE S 86° 27' 0" W 141.70 FEET; THENCE WEST 45.15 FEET TO A POINT ALONG THE ANNEXATION LINE OF THE SPRING CREEK WEST ANNEXATION; THENCE ALONG SAID ANNEXATION LINE NORTH 35.41 FEET; THENCE WEST 68.87 FEET; THENCE NORTH 35.41 FEET TO THE POINT OF BEGINNING.

ANNEXATION PLAT NO. 1080:2016 PG 2 OF 15
 BASIS OF MEASUREMENT: UTAH STATE COORDINATE SYSTEM, CONTING ZONE.

ACCEPTANCE BY LEGISLATIVE BODY

THE CITY BOARD OF COMMISSIONERS OF THE CITY OF AMERICAN FORK, UTAH, HAVE RECEIVED A REQUEST TO ACCEPT THE ANNEXATION OF THE TRACT OF LAND SHOWN HEREON, WHICH TRACT CONSTITUTES A PORTION OF AN EXISTING ISLAND OF PONDAGLIA WITHIN OR CONTIGUOUS TO THE CITY, AND DO HEREBY CERTIFY: (1) THE BOARD HAS ACCEPTED A RESOLUTION SETTING FORTH AN ANNEXATION OF THE TRACT OF LAND SHOWN HEREON TO THE CITY, AND (2) THE BOARD HAS APPROVED THE ANNEXATION OF THE TRACT TO THE CITY, ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 10-1-14 UTAH CODE ANNOTATED, AS AMENDED, AND (3) THAT THE BOARD DOES HEREBY APPROVE AND ADOPT AS THE ANNEXATION PLAT NO. 1080:2016 PG 2 OF 15, AS A PART OF AMERICAN FORK CITY, TO BE KEPT ON RECORD AS THE FIELD ANNEXATION PLAT NO. 1080:2016 PG 2 OF 15.

SURVEYOR

DATE

DATED THIS _____ DAY OF _____

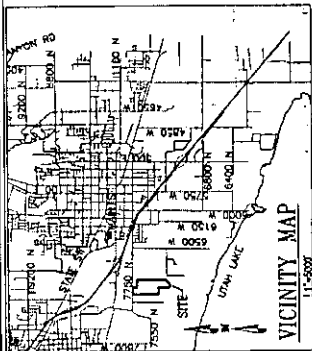
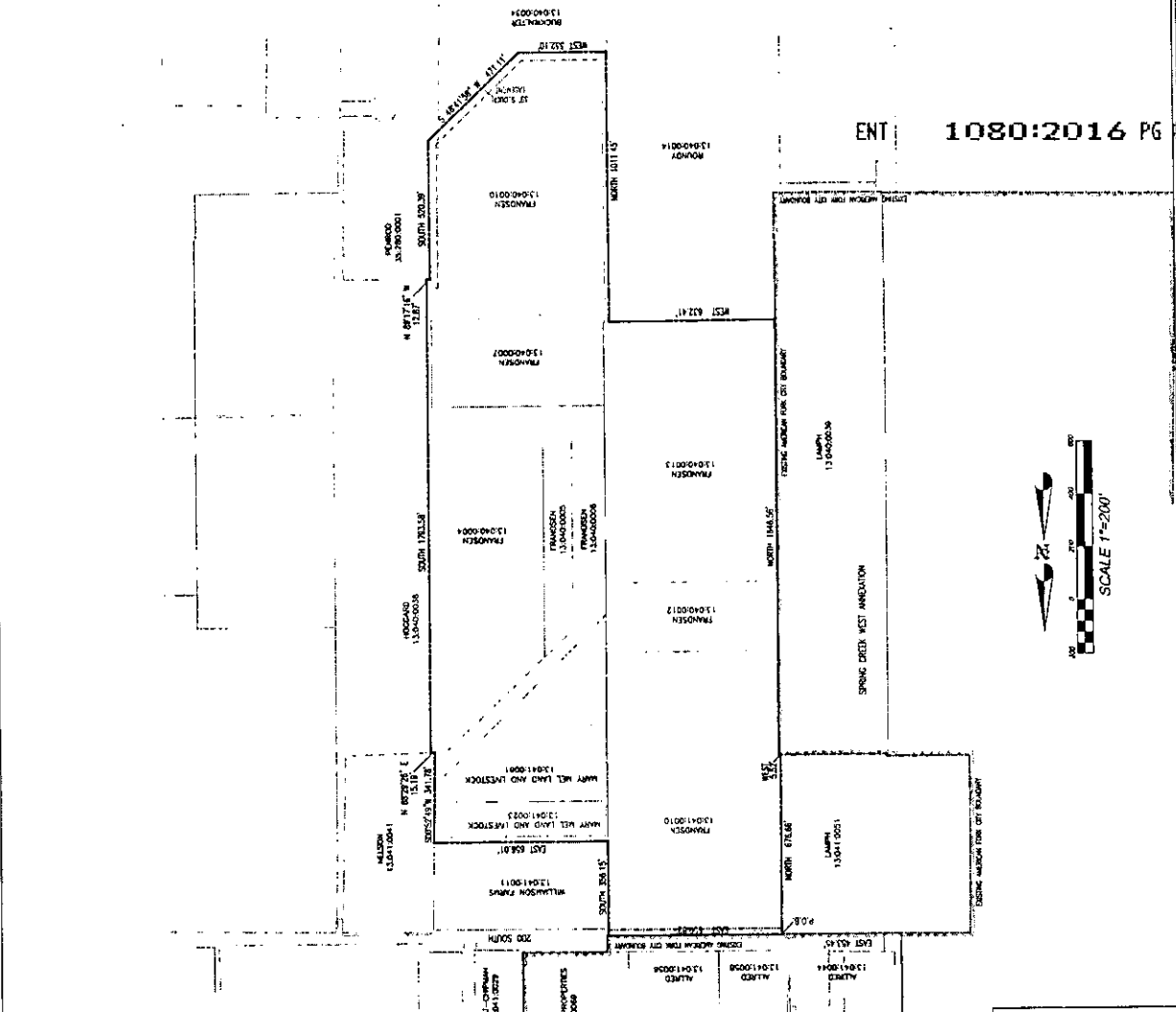
ATTEST:

RECORDED

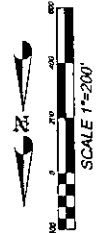
ANNEXATION PLAT

BOLEY
 ANNEXATION
 AMERICAN FORK CITY

APPROVED BY RESOLUTION NO. 1080:2016 PG 2 OF 15
 ENACTED BY THE BOARD OF COMMISSIONERS OF AMERICAN FORK CITY, UTAH
 SCALE: 1"=100'



ENT 1080:2016 PG 2 of 15



THIS PLAT WAS HEREBY RECORDED BY THE COUNTY SURVEYOR AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTRY PLAT PURSUANT TO UTAH CODE ANNOTATED 17-2-20 AS AMENDED.

DATE _____
 UTAH COUNTY SURVEYOR

ATTACHMENT 2

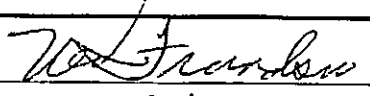
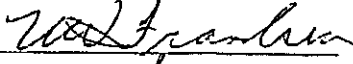


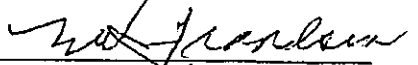

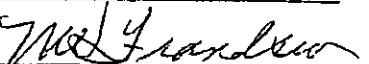
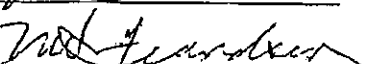
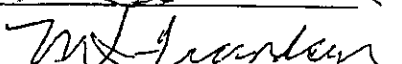
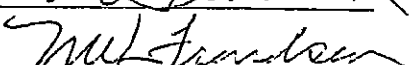
REQUEST TO INITIATE ANNEXATION
OF LAND WITHIN IN AN ISLAND OR PENINSULA

DATE: 04/07/2014

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(1)(a)(ii) of the Utah State Code.

We hereby further acknowledge and affirm as follows:

- A. The area to be annexed is contiguous to the municipality and has fewer than 800 residents, and
- B. The municipality has provided one or more municipal type services to the area for at least one year.

Tax I.D. No.	Name(s) of Owner	Signature of Owner(s)
13:041:0010	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0012	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0013	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0010	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0007	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0006	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0005	Melvin V. & Mary C. Frandsen Family LLC	
13:040:0004	Melvin V. & Mary C. Frandsen Family LLC	
13:041:0061	Mary Mel Land & Livestock LLC	
13:041:0023	Mary Mel Land & Livestock LLC	

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR AND THAT I HAVE EXAMINED THE SURVEY AND FOUND THAT THE SAME IS ACCURATE AND CORRECT AND THAT THE SURVEYOR HAS COMPLIED WITH ALL THE REQUIREMENTS OF THE SURVEYING ACTS AND REGULATIONS THEREUNDER.

BOUNDARY DESCRIPTION

BEING A PART OF THE AMERICAN LINE OF THE SPONSOR'S WEST ANNEXATION OF AMERICAN FORK CITY, THE BOUNDARY BETWEEN THE SPONSOR'S WEST ANNEXATION OF AMERICAN FORK CITY AND THE CITY OF AMERICAN FORK CITY, AS SHOWN ON THE SURVEY MAP OF SAID ANNEXATION OF AMERICAN FORK CITY, IS DESCRIBED AS FOLLOWS: BEGIN AT THE POINT OF BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SECTION 10, T41N, R10E, S10W, AND THE WEST LINE OF SECTION 11, T41N, R10E, S10W, AND PROCEED WEST ALONG SAID WEST LINE OF SECTION 10, T41N, R10E, S10W, TO THE POINT OF BEGINNING.

ACCEPTANCE BY LEGISLATIVE BODY

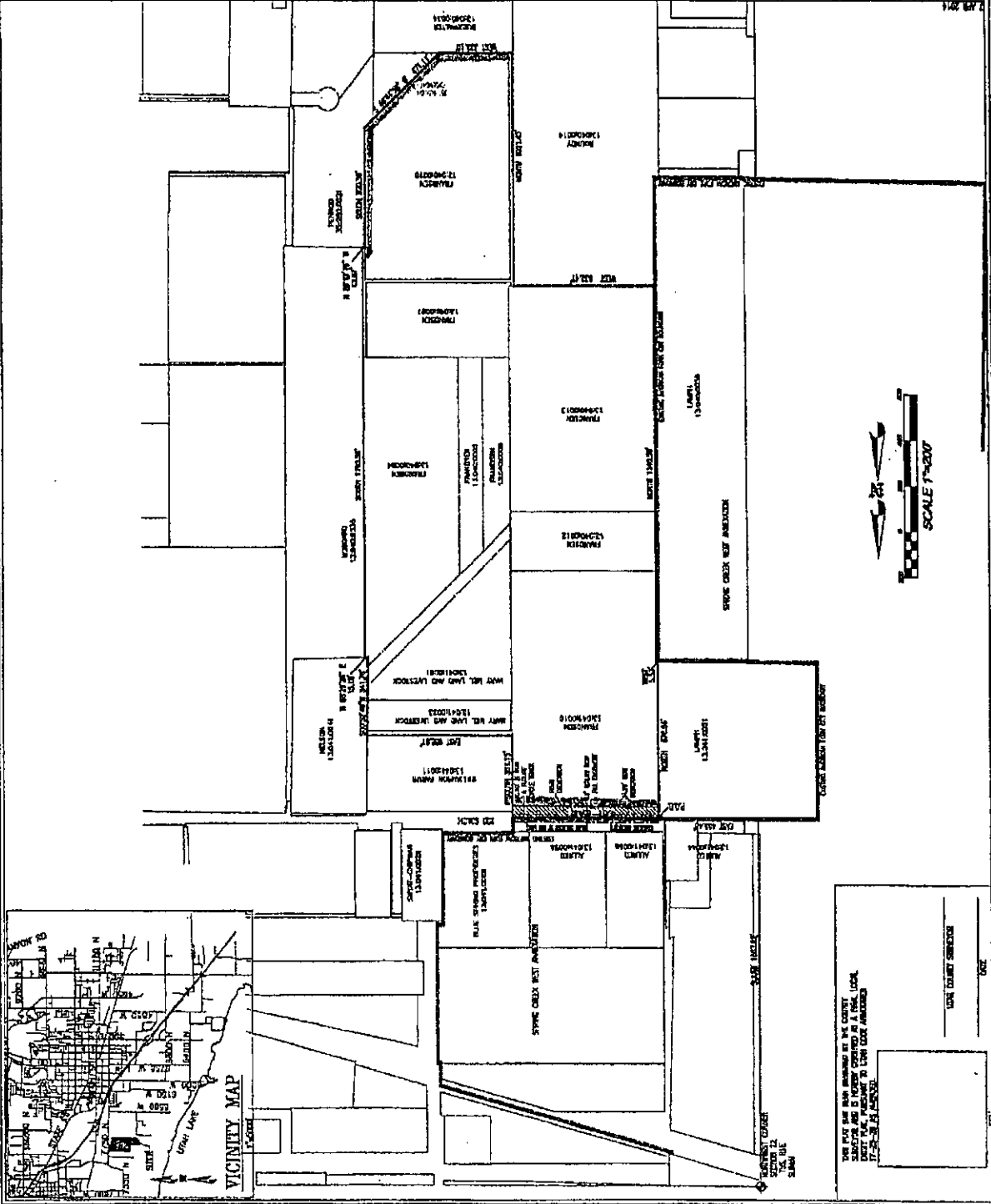
THE CITY BOARD OF AMERICAN FORK CITY, HAS REVIEWED A RESOLUTION TO ACCEPT THE SURVEY AND HAS PASSED A RESOLUTION TO ACCEPT THE SURVEY AND HAS PASSED A RESOLUTION TO ACCEPT THE SURVEY AND HAS PASSED A RESOLUTION TO ACCEPT THE SURVEY.

DATE: _____ BY: _____

ATTEST: _____

ANNEXATION PLAT

BOLEY II ANNEXATION
AMERICAN FORK CITY
LICENSED IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS THEREUNDER.
STATE OF UTAH, COUNTY OF GARFIELD



THIS PLAT WAS DRAWN AND CHECKED BY THE SURVEYOR AND IS HEREBY CERTIFIED AS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY MAP AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

5

ATTACHMENT 6

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

ENT 1080:2016 PG 13 of 15

UTILITY RIGHT-OF-WAY & FILL EASEMENT
(200 South for Boley II Annexation)

The undersigned, **HARBOR VIEW DEVELOPMENT, LLC**, Grantor(s) of Utah County, Utah, hereby grants to: **AMERICAN FORK CITY**, Grantee(s) of Utah County, Utah, the following described **UTILITY RIGHT-OF-WAY & FILL EASEMENT** to construct, maintain, operate, repair, inspect and protect a utility easement through the GRANTOR's property for such operations for the public good, said easement shall also be for the placement of roadway fill material activities, said **UTILITY RIGHT-OF-WAY & FILL EASEMENT** situated in Utah County, State of Utah:

COMMENCING SOUTH 1650.56 FEET AND EAST 453.45 FROM THE NORTHWEST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST 659.85 FEET; THENCE SOUTH 10.00 FEET; THENCE N 89°29'34" W 659.85 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 0.151 ACRE.

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

Dan S. Frandsen
GRANTOR: Authorized Signature

Dan S. Frandsen / manager
Print Name / Title

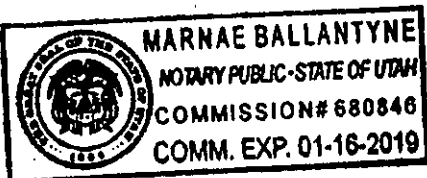
State of Utah)
County of Utah)

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Dan S. Frandsen, Manager Harbor View Development LLC
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne
Notary Public Signature

Marnae Ballantyne
Print Name of Notary



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

TRAIL AND DRAINAGE EASEMENT
(Boley II Annexation)

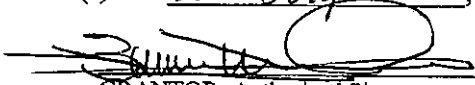
The undersigned, **NBFF PROPERTY, LLC**, Grantor(s) of Utah County, Utah, hereby grants to: **AMERICAN FORK CITY**, Grantee(s) of Utah County, Utah, the following described TRAIL AND DRAINAGE EASEMENT to construct, maintain, operate, repair, inspect and protect a utility easement through the GRANTOR's property for such operations for the public good, said easement shall also be for public trail activities, said TRAIL AND DRAINAGE EASEMENT situated in Utah County, State of Utah:

COMMENCING SOUTH 4065.10 FEET AND EAST 1779.21 FROM THE NORTHWEST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 30.00 FEET; THENCE N 89°17'16" W 12.87 FEET; THENCE SOUTH 520.39 FEET; THENCE S 46°41'58" W 471.11 FEET; THENCE WEST 332.10 FEET; THENCE NORTH 30.00 FEET; THENCE EAST 320.19 FEET; THENCE N 46°41'58" E 446.25 FEET; THENCE NORTH 537.81 FEET; THENCE S 89°17'16" E 42.87 FEET TO THE POINT OF BEGINNING. (AREA 0.924 ACRE)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

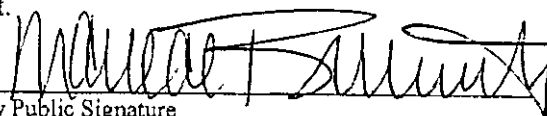
WITNESS the hand of said Grantor(s) this 22nd July, 2015.


GRANTOR: Authorized Signature

Bruce Frandsen / manager
Print Name / Title

State of Utah)
County of Utah)

On 22 July, 2015 personally appeared before me (print name of executor(s) below),
Bruce Frandsen, manager NBFF Property LLC
the grantor(s) of the foregoing instrument who duly acknowledged to me that they are the lawful executor(s) of this document.


Notary Public Signature

Marnae Ballantyne
Print Name of Notary



ATTACHMENT 6

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

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WARRANTY DEED
(200 South for Boley II Annexation)

HARBOR VIEW DEVELOPMENT, LLC, Grantor(s) of Utah County, Utah, hereby CONVEYS AND WARRANTS only as against all claiming by, through or under it to, **AMERICAN FORK CITY**, Grantee(s) of 51 East Main Street, American Fork, Utah County, Utah, for the sum of Ten Dollars (\$10) and Other Good and Valuable Consideration, the following described tract of land in UTAH County, State of Utah:

COMMENCING SOUTH 1617.63 FEET AND EAST 453.45 FROM THE NORTHWEST QUARTER CORNER OF SECTION 22, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE EAST 659.82 FEET; THENCE SOUTH 38.78 FEET; THENCE N 89°29'34" W 659.85 FEET; THENCE NORTH 32.94 FEET TO THE POINT OF BEGINNING.

AREA 0.543 ACRE. (200 South)

Subject to easements, restrictions and rights or way appearing of record or enforceable in law and equity and general property taxes for the year 2015 and thereafter.

Together with all improvements thereon or entitlements thereto.

WITNESS the hand of said Grantor(s) this 27 July, 2015.

Dans Frandsen
Authorized Signature
Dan S. Frandsen / Manager
Print Name / Title

State of Utah)
County of Utah)

On 27 July, 2015 personally appeared before me (print name of executor(s) below),

Dan S. Frandsen, manager Harbor View Development LLC
the grantor(s) of the foregoing instrument who duly acknowledge to me that they are the lawful executor(s) of this document.

Marnae Ballantyne
Notary Public Signature

Marnae Ballantyne
Print Name of Notary

