

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:

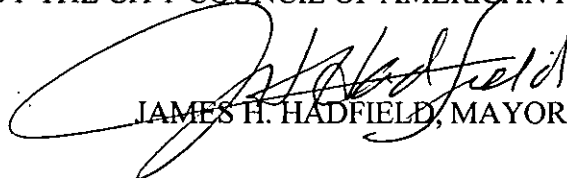
**ORDINANCE NO. 2017-07-34**

MITCHELL FARMS PLAT A ANNEXATION (850 WEST 700 NORTH)  
SEE ATTACHMENT 'A'

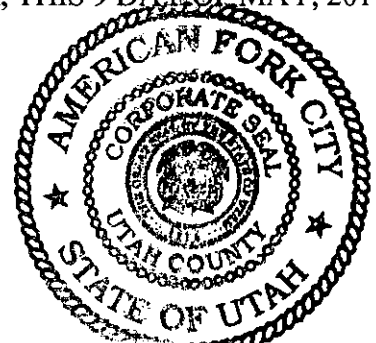
SECTION II. THAT THE TERRITORY ANNEXED UNDER SECTION I ABOVE, IS HEREBY CLASSIFIED INTO THE R1-12,000 RESIDENTIAL ZONE AND SUBJECT TO THE TERMS AND CONDITIONS OF THE MITCHELL FARMS PLAT A ANNEXATION AGREEMENT AS PROVIDED IN ATTACHMENT 'B'.

SECTION III. THIS ORDINANCE SHALL TAKE EFFECT UPON ITS PASSAGE AND FIRST PUBLICATION. PASSED BY THE CITY COUNCIL OF AMERICAN FORK, THIS 9 DAY OF MAY, 2017.

ATTEST:

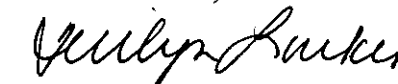
  
JAMES H. HADFIELD, MAYOR

STATE OF UTAH  
COUNTY OF UTAH



I, TERILYN LURKER, 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 11 DAY OF JULY, 2017.

  
TERILYN LURKER, CITY RECORDER



## 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 THE SOUTH QUARTER CORNER OF SECTION 10, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 488.12 FEET ALONG THE CAMBRIDGE COURT ANNEXATION,
- 2) NORTH 173.39 FEET ALONG THE OLEEN ACRES ANNEXATION, AND
- 3) NORTH 00°03'35" WEST 117.26 FEET ALONG THE ASHLEY MEADOWS ANNEXATION;

THENCE SOUTH 88°42'39" EAST 490.07 FEET; THENCE NORTH 02°37'21" WEST 798.32 FEET TO A POINT ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES:

- 1) NORTH 02°37'21" WEST 188.58 FEET,
- 2) NORTH 84°23'53" EAST 165.65 FEET AND
- 3) NORTH 88°01'00" EAST 291.09 FEET ALONG THE RICHARDS ANNEXATION;

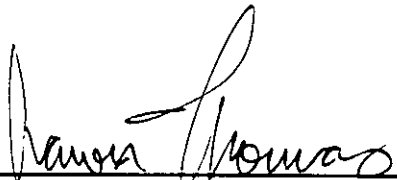
THENCE NORTH 88°01'00" EAST 3.56 FEET; THENCE SOUTH 12°40'00" EAST 653.42 FEET TO A POINT ALONG THE EXISTING AMERICAN FORK CITY BOUNDARY; THENCE ALONG SAID BOUNDARY THE FOLLOWING ELEVEN (11) COURSES:

- 1) WEST 393.35 FEET ALONG THE MITCHELL SPRINGS ANNEXATION,
- 2) SOUTH 03°13'01" EAST 591.81 FEET ALONG THE MITCHELL SPRINGS ANNEXATION,
- 3) SOUTH 553.02 FEET ALONG THE MITCHELL SPRINGS ANNEXATION,
- 4) EAST 56.82 FEET ALONG THE MITCHELL SPRINGS ANNEXATION,
- 5) SOUTH 412.76 FEET ALONG THE MITCHELL SPRINGS ANNEXATION,
- 6) WEST 308.09 FEET ALONG THE HANSEN SYKES ANNEXATION,
- 7) NORTH 151.36 FEET ALONG THE J & S MITCHELL ANNEXATION,
- 8) WEST 185.00 FEET ALONG THE J & S MITCHELL ANNEXATION,
- 9) SOUTH 173.87 FEET ALONG THE J & S MITCHELL ANNEXATION,
- 10) NORTH 89°44'00" WEST 250.88 FEET ALONG THE CARSON ANNEXATION AND
- 11) NORTH 00°00'03" WEST 435.55 FEET ALONG THE CODY OLSEN ANNEXATION TO THE POINT OF BEGINNING.

ANNEXATION PARCEL CONTAINING 27.75 ACRES.

BASIS OF BEARING: NORTH 89°59'24" WEST ALONG THE SECTION LINE

ENT 68981:2017 PG 2 of 18

  
 \_\_\_\_\_  
 SURVEYOR

JUNE 6, 2017  
 \_\_\_\_\_  
 DATE



## ACCEPTANCE BY LEGISLATIVE BODY

**ANNEXATION AGREEMENT  
(Mitchell Farms Plat A Annexation)**

This Agreement, made and entered into this 9 day of May, 2017, by and between The City of American Fork, Utah, a Utah Municipal Corporation (hereafter referred to as "City") and Lee Ell Corp. (hereafter referred to as "Applicant"), is based on the following:

**RECITALS**

**WHEREAS**, Applicant is the owner of parcels of privately owned real property constituting the entirety of, the Mitchell Farms Annexation, which annexation is located within the unincorporated territory of Utah County and contiguous to the corporate boundary of the City. A "Request to Initiate Annexation of Land Within an Island or Peninsula" relating to the Mitchell Farms Annexation (Attachment 1), together with a map showing the area proposed for annexation (hereafter referred to as "Annexation Area"), has been submitted to the City (Attachment 2); and

**WHEREAS**, the area proposed for annexation 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. 2016-11-37R 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.

**WHEREAS**, the City Council has determined that annexation of the real property described on Attachment 2 is in the best interest of the City and has indicated an intent to: (1) enact an ordinance of annexation relating thereto, subject to the prior 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, 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 2 to the 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 2. Attachment 2 is hereby made part of this Agreement.

**SECTION 2 – Annexation a benefit to Applicant:** Applicant and City acknowledge that the 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 the development as set forth under the terms of the 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 – Authority of Applicant:** Applicant hereby affirms he is the sole owner of the Mitchell Farms parcels and has complete authority to enter into this Agreement and bind the property hereto.

**SECTION 4 – Compatibility with Land Use Plan and Initial Zone Classification:** The Land Use Element of the General Plan shows the entire annexation area classified as Low Density Residential. Applicant intends to develop the parcels for residential uses. Therefore, the zone classification attached to the parcels shall be the R-1-12,000 Residential zone. A map illustrating this zone classification is 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 with a density of approximately 2.3 du/ac. The proposed use, density of development, and other particulars of the proposed development are in general compliance with the terms of the General Plan for the area and the proposed zone classification. 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 zone, respectively. 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 – Mitchell Hollow Trail to be Conveyed:** The City's Trails Master Plan illustrates the placement of the Mitchell Hollow Trail through a portion of the Annexation Area. As a condition of annexation, Applicant hereby agrees to convey to City right-of-way for the trail corridor necessary for the construction of the Mitchell Hollow Trail in the location shown on the Trail Corridor Map (Attachment 5). Further, a copy of the deeds conveying this right-of-way for trail purposes are attached hereto (Attachment 6) and City hereby acknowledges receipt of executed originals. Applicant shall have no obligation to construct any trail improvements unless and until any improvement or development occurs within the Annexation Area adjacent to the trail right-of-way corridor.

**SECTION 7 - Compatibility with Major Street Plan – Reimbursement of Road Improvements:** The City's Major Street Plan provides for the development of 700 North as a Major Collector road. City has purchased right-of-way necessary for expansion of 700 North as identified on the City's Major Street Plan. Full construction of the expanded roadway shall be completed by Developer and shall be reimbursed at the unit prices per Attachment 7. Developer shall receive reimbursement of actual costs from City for the following improvements, not to exceed the amounts listed on Attachment 7:

- a. Concrete curb and gutter

- b. Two driveway approaches (width to be determined)
- c. One culinary water lateral
- d. One sanitary sewer lateral
- e. Saw cutting of the existing asphalt and construction of road base and asphalt pavement along 700 North
- f. Two curb returns according to the subdivision concept layout
- g. One four-foot wide reinforced concrete waterway extending from curb return to curb return.

City shall have 60 days to provide the reimbursement amount upon receiving verification from the developer of the actual cost of the improvement, and following a final inspection and acceptance of improvements.

**SECTION 8 - Conveyance of Water Right:** City agrees to allow a delay in the actual conveyance of water right until the time of development, based upon the proposed concept plan. A water dedication agreement shall be enacted by the Applicants, requiring water dedication at the time of development. This agreement is included as Attachment 8.

**SECTION 9 – Open Ditches to be Piped:** Applicant acknowledges that it is their burden in full to pipe any and all gravity irrigation conveyances (ditches) with the exception of the Mitchell Spring Creek, to the standards of the City and to the standards of the irrigation company or private ditch easement holders as part of any forthcoming development project.

**SECTION 10 – Property Taxes and Rollback Taxes to be Paid on any Right-of-Way Deeded to City:** Applicant agrees to pay any outstanding property taxes on the Annexation Area; including any and all rollback taxes if the subject area is classified as “Greenbelt” with the Utah County Tax Assessor, for any areas identified as right-of-way to be deeded to City. These taxes and receipt of payment shall be required prior to City recording this Agreement.

**SECTION 11 – 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 successors may have for the payment of impact fees required as a condition of connection to the City water and/or sewer systems 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 12 – 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 fees, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

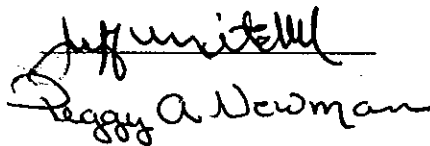
**SECTION 13 – Notice:** Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

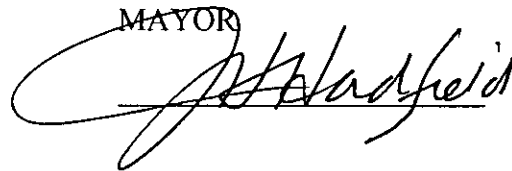
- a. If to the City, to the City of American Fork, 51 East Main Street, American Fork Utah, 84003
- b. If to Applicant, to Jeff Mitchell, 802 West 700 North, American Fork Utah, 84003

**SECTION 14 – Entire Agreement:** This Agreement constitutes the entire agreement between the parties and may be changed only in writing signed by all parties, and this agreement shall bind the heirs, assigns and successors in interest of the respective parties. If any party shall breach this Agreement, the other party shall be entitled to recover their attorney 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.

Lee Ell Corp.

  
Peggy A. Newman

MAYOR  


ATTEST:



City Recorder



## **LIST OF ATTACHMENTS**

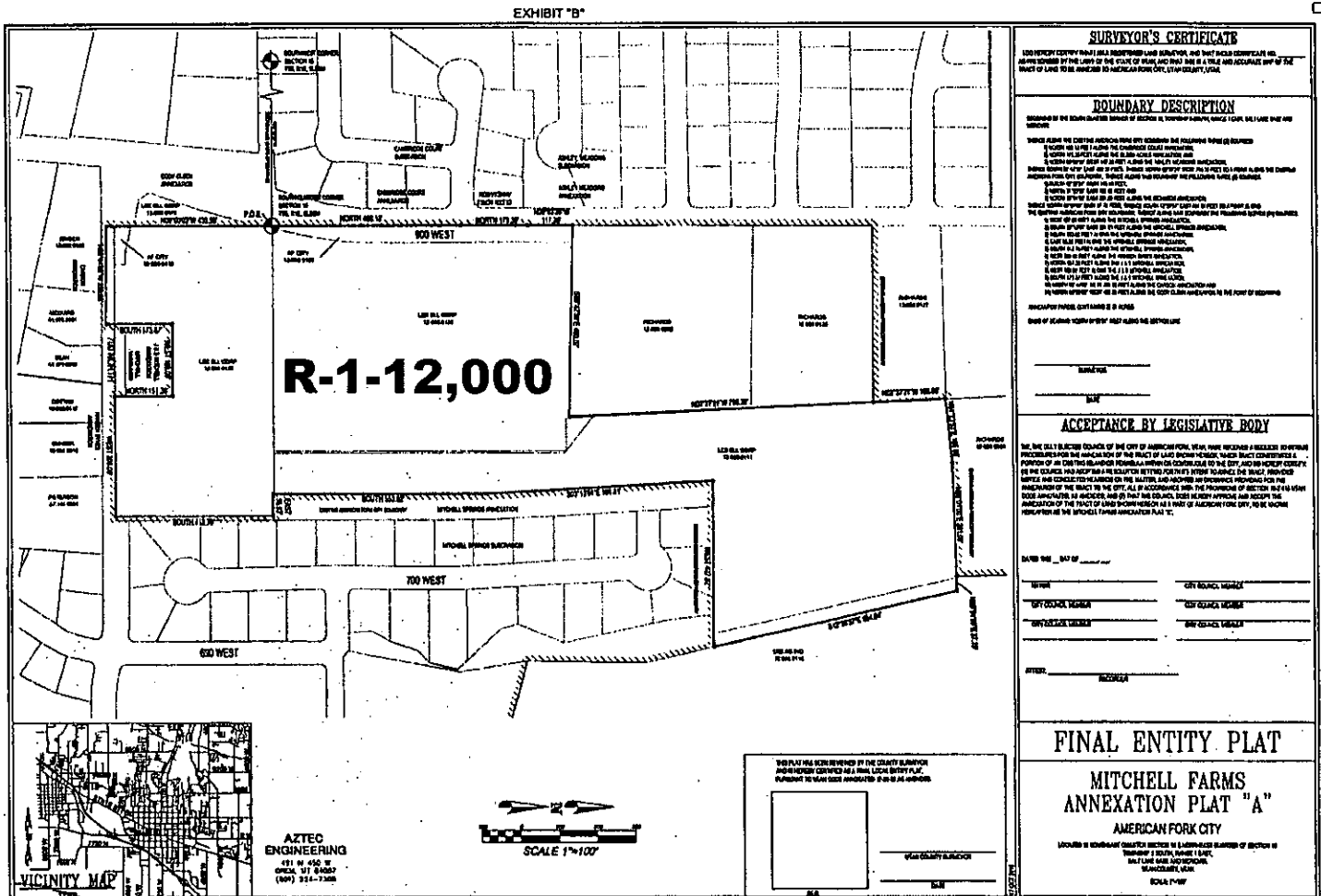
<b>Attachment 1</b>	Copy of Request to Initiate Annexation
<b>Attachment 2</b>	Copy of Annexation Plat
<b>Attachment 3</b>	Map illustrating zone classification
<b>Attachment 4</b>	Annexation Concept Plan
<b>Attachment 5</b>	Trail Corridor Map
<b>Attachment 6</b>	Copy of deeds conveying Mitchell Hollow Trail (TO BE PROVIDED BY APPLICANT)
<b>Attachment 7</b>	700 North Reimbursement Probable Cost
<b>Attachment 8</b>	Water Dedication Agreement (TO BE PROVIDED BY APPLICANT)







## Attachment 3



**SURVEYOR'S CERTIFICATE**

I DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ AS PRESCRIBED BY THE LAWS OF THE STATE OF ILLINOIS, AND THAT THIS IS A TRUE AND ACCURATE MAP OF THE TRACT OF LAND TO BE ANNEXED TO MICHIGAN FORE CITY, ILLINOIS COUNTY, ILLINOIS.

### BOUNDARY DESCRIPTION

[illegible]

**Author's address:**

DATE \_\_\_\_\_

## ACCEPTANCE BY LEGISLATIVE BODY

THE DAILY ELECTED COUNCIL OF THE CITY OF AMERICAN BROWN LOWNA, HAVE RECEIVED A REQUEST TO INITIATE PROCEEDINGS FOR THE ANNEALATION OF THE TRACT OF LAND BROWN HERSON, WHICH TRACT COMPREHENDS A PORTION OF AN EXISTING BLANK OR UNDEVELOPED LOT, ON CONTOURUS TO THE CITY OF AMERICAN BROWN LOWNA. THE COUNCIL HAS ADOPTED A RESOLUTION SETTING FORTH ITS INTENT TO ANNEAL THE TRACT, PROVIDED THAT THE TRACT OWNER, JOHN W. BROWN, HAS BEEN ADVISED OF THE CITY'S INTENT TO ANNEAL THE TRACT, AND NOTICED AND CONSULTED THEREON ON THE MATTER, AND ACCEPTED AN ANNEALATION PROCEEDING FOR THE ANNEALATION OF THE TRACT TO THE CITY ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTION 16-3-14 (J) AND SECTION 16-3-15 (J) OF THE CITY CHARTER. THE COUNCIL DOES HEREBY APPROVE AND ACCEPT THE ANNEALATION OF THE TRACT OF AMERICAN BROWN LOWNA, AND THE CITY OF AMERICAN BROWN LOWNA, IS HEREBY REPRESENTED BY THE MAYOR, JAMES ANNEALATION.

ENTERED TIME DIV OF

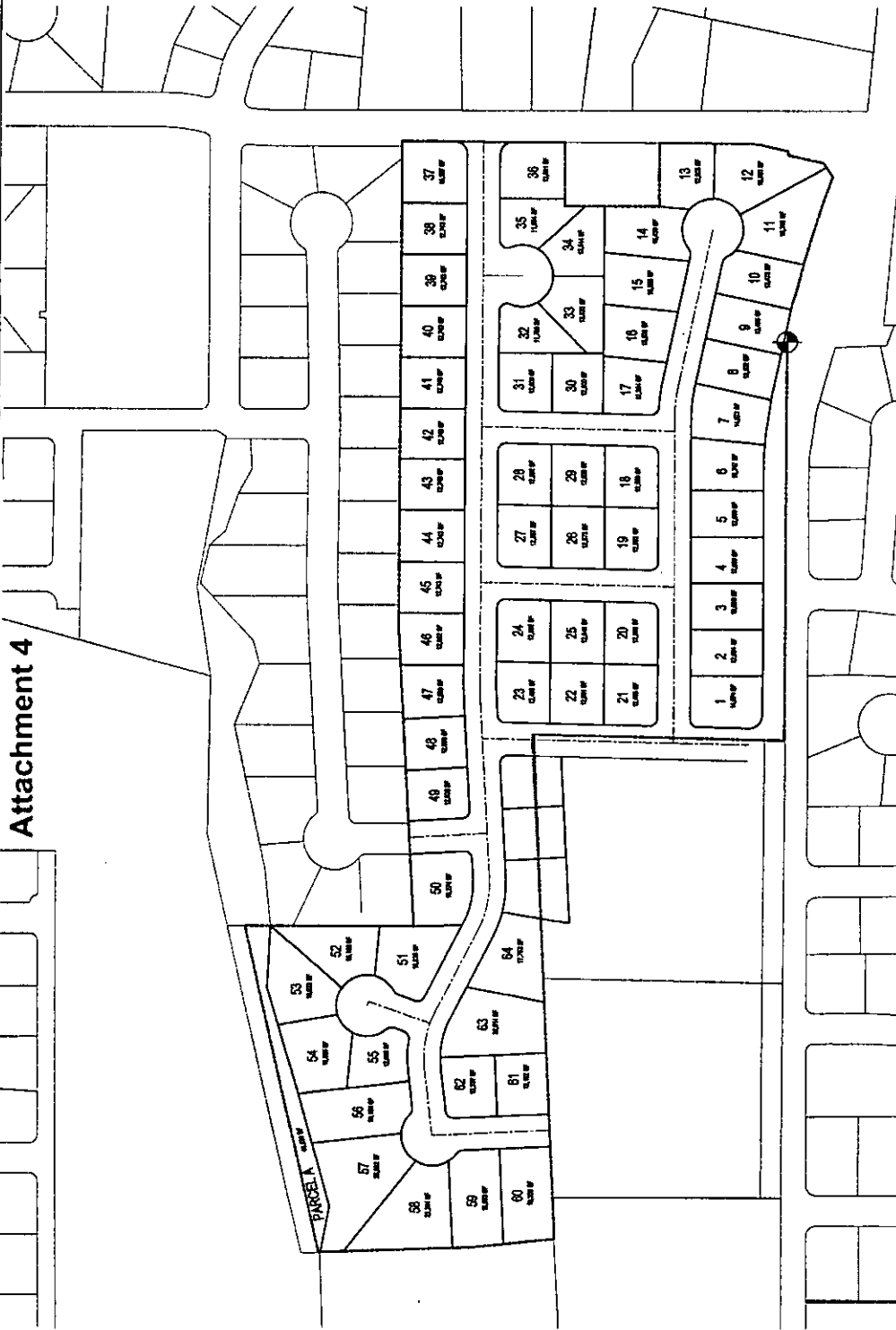
**Abstract**

## ANNEXATION CONCEPT

**MITCHELL FARMS  
ANNEXATION  
AMERICAN FORK CITY**

LOCATED IN SECTION 18  
TOWNSHIP 5 SOUTH, RANGE 1 EAST,  
SALT LAKE BASIN AND MEDICAL  
UTAH COUNTY, UTAH

SCALE: 1"=100'

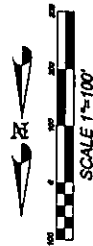


THIS PLAT HAS BEEN REVIEWED BY THE COUNTY SURVEYOR  
AND IS HEREBY CERTIFIED AS A FINAL LOCAL ENTITY PLAT.  
EVIDENCE TO IT IS ON FILE AND NOTED IN THE RECORDS.

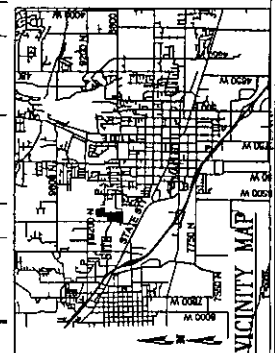
**UTAH COUNTY SHERIFF**

TEAM

## CONCLUSION



SCALE 1"=100'





**QUIT-CLAIM DEED**  
**Trail and Open Space**

**JEFFREY LYNN MITCHELL AND PEGGY ANN NEWMAN, TRUSTEES, AND ANY SUCCESSOR TRUSTEES, OF THE MARRINER MITCHELL FAMILY REVOCABLE TRUST, DATED JULY 31, 1984**, Grantors, of the County of Utah, State of Utah, hereby GRANT AND CONVEY to **AMERICAN FORK CITY**, at 51 East Main Street, American Fork, Utah 84003, Grantee, for the sum of ten (10) dollars, a Trail and Open Space Deed for the purpose of construction and maintenance of a trail.

The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point which is N89°58'38" E 1047.58 feet along the section line and North 1140.87 feet from the South Quarter Corner of Section 10, Township 5 South, Range 1 East Salt Lake Base & Meridian; running:

Thence N12°40'00" W 654.49 feet;  
Thence West 2.29 feet;  
Thence S07°39'44" W 116.79 feet;  
Thence S03°52'15" E 146.99 feet;  
Thence S19°49'45" E 98.12 feet;  
Thence S33°56'33" E 43.38 feet;  
Thence S19°45'35" E 181.80 feet;  
Thence S12°06'53" W 78.53 feet;  
Thence East 48.97 feet to the point of beginning.

Contains 25,097 sf or 0.58 acres

WITNESS the hand of said Grantors this 8 day of June, 2017.

Jeffrey Lynn Mitchell  
Jeffrey Lynn Mitchell  
Trustee

Peggy Ann Newman  
Peggy Ann Newman  
Trustee

STATE OF Utah )

COUNTY OF Utah )

On this 8 day of June, 2017, before me, Terilyn Lurker, a notary public, personally appeared Jeffrey Lynn Mitchell and Peggy Ann Newman, Trustees of the Marriner Mitchell Family Revocable Trust Dated July 31, 1984, proved on the basis of satisfactory evidence to be the persons whose names are subscribed to in this document, and acknowledged they executed the same.

Terilyn Lurker  
Notary





## **WATER TRANSFER AGREEMENT**

This Water Transfer Agreement (“**Agreement**”) is entered into as of the 2<sup>nd</sup> day of May, 2017 (“**Effective Date**”), by and between Jeff Mitchell (“**Owner**”), and AMERICAN FORK CITY, a municipal corporation and political subdivision of the State of Utah (“**City**”).

### **RECITALS**

WHEREAS Owner is the owner of Parcel No(s). 12:056:0111; 12:056:0126; and 13:003:0129 (“**Property**”), which are located outside of the City’s current municipal boundaries; and

WHEREAS Owner has filed with the City a request to have the Property annexed into the City (“**Annexation Request**”); and

WHEREAS Section 17.1.400(C) of the City Code requires the conveyance of title to water rights concurrently with final action by the City Council on an annexation, except under pursuant to certain findings, terms, and conditions; and

WHEREAS City and Owner desire to enter into this Agreement as part of the findings, terms, and conditions required under Section 17.1.400(C) of the City Code.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and City, incorporating the recitals set forth above, agree as follows:

### **AGREEMENT**

1. **Determination of City Council.** The City Council, with the recommendation of the City Planning Commission, has determined that there is good and sufficient reason to delay the time of conveyance of water rights and/or water shares beyond the time of the City Council’s final action on the Annexation Request. This determination was made in the City Council meeting held on May 9<sup>th</sup>, 2017. The basis and reasoning for the City Council’s determination are included within the recording, minutes, and other documentation from said City Council meeting.

2. **Water Rights/Shares.** The specific water rights and/or water shares that may be conveyed to the City, and that pursuant to the terms and conditions of this Agreement are hereby committed to the City, which commitment is irrevocable by Owner and may be released by the City only as provided in this Agreement, are identified as follows: water shares from the Mitchell Springs Irrigation Company (“**Committed Water**”).

3. **Conveyance of Committed Water.** Prior to the City’s approval of any development on the Property that will require the delivery of water, the City will determine the amount of water rights/shares required for dedication and conveyance to the City in order to meet the water

requirements of the development. Owner will convey clear title to the required amount of the Committed Water to the City. If the amount of water necessary for the development is less than the total amount of the Committed Water, the City will release the commitment (provided in paragraph 2 above) as to the unnecessary portion of the Committed Water. If the amount of water necessary for the development is more than the total amount of the Committed Water, Owner shall convey additional acceptable water rights/shares to the City to meet the dedication requirements. If the Committed Water consists of any water rights, the conveyance shall be by Warranty Deed and an accompanying Water Rights Deed Addendum. If the Committed Water consists of any water shares, the conveyance shall be by assignment, endorsement, and delivery of the appropriate share certificates. Owner acknowledges that under the Article XI, Section 6 of the Utah Constitution, City is prohibited from returning to Owner any portion of the Committed Water once it has been conveyed to the City.

4. Change Application. If any of the Committed Water consists of water rights, an express prerequisite for conveyance shall be the filing and approval of an Application for Permanent Change of Water ("**Change Application**") with the Utah Division of Water Rights ("**Division**") to convert the water rights to municipal use to be diverted from the City's wells. Prior to the filing of the Change Application, the water rights shall be reviewed by the City's water attorneys to ensure that the water rights are suitable for dedication. The City's water attorneys shall also prepare and prosecute the Change Application, with the full assistance and support of Owner. The water rights will be deemed acceptable for conveyance to the City under this paragraph upon the issuance of an Order approving the Change Application that is acceptable to the City and upon expiration of all applicable deadlines for requests for reconsideration and/or appeal of the Order. Owner shall be responsible for all costs associated with the Change Application, including but not limited to the City's attorney fees, application filing fees, and document fees.

5. Title to Committed Water. Owner shall convey unencumbered title to the Committed Water to the City. If the Committed Water consists of water rights, the City will obtain a water rights title insurance policy for the water rights from First American Title Insurance Company. Owner shall be responsible for all costs associated with the water rights title insurance, including but not limited to the policy premium and recording fees. Owner shall be responsible for satisfying the requirements and conditions of the Title Commitment in order for First American to issue a title insurance policy that is acceptable to the City. A water rights title insurance policy that is agreeable to the City is an express condition to the acceptability of the water rights for dedication and conveyance to the City. If the Committed Water consists of water shares, the City will obtain written confirmation of share ownership and current payment of all assessments from the respective water company/companies. Owner shall be responsible for all costs associated with obtaining the written confirmation. From the date of this Agreement until the Committed Water is conveyed to the City, Owner shall not sell or otherwise dispose of the Committed Water, nor shall Owner allow any liens or encumbrances upon the Committed Water that would prevent Owner from conveying unencumbered title to the Committed Water to the City.

6. Cessation of Owner's Use. Upon conveyance of the Committed Water to the City, Owner shall immediately cease any and all use of the Committed Water.



7. Successors and Assigns. Pursuant to the terms of this Agreement, Owner shall have the right to assign its rights, duties, and obligations. The parties acknowledge that the rights, duties, and obligations of Owner will also apply to any successor or assign of Owner, and that the use of the term "Owner" in this contract includes Owner's successors or assigns.

8. Ownership of Water Facilities. Nothing in this Agreement shall alter the ownership of any wells or other water facilities of Owner or City.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings concerning the commitment and conveyance of water rights for the Property. This Agreement shall not be amended, modified, or terminated except by written instrument signed by all parties.

10. Construction and Enforcement. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. This Agreement may be specifically enforced.

11. Third Party Beneficiaries. This Agreement is not intended to and shall not create any rights in any person or entity not a party to this Agreement.

12. Attorney Fees. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney fees.

13. Further Assurances. After the execution of this Agreement, the parties agree to execute and deliver such documents, and to take or cause to be taken all such other actions, as either party may reasonably deem necessary or appropriate in order to carry out the intents and purposes of this Agreement.

14. Severability. If any term, covenant, or condition of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and the remainder of the Agreement shall remain in full force and effect.

15. Authority of Parties. The persons signing this Agreement represent and warrant that they have full authority to do so and that their corporation or entity has undertaken and obtained whatever formalities and approvals are necessary to enter into this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall comprise one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

AMERICAN FORK CITY

[OWNER]

[Signature]  
Mayor

[Signature]

Attest [Signature]  
City Recorder



STATE OF UTAH )  
COUNTY OF Utah ) :SS

On the 19 day of May, 2017, personally appeared before me James H. Hadfield and Lorilyn Lurker, known to me to be the Mayor and City Recorder, respectively, of American Fork City, who acknowledged to me that they executed the within Water Transfer Agreement pursuant to the approval and authorization of the City Council at a regular meeting at which a quorum was in attendance.



[Signature]  
NOTARY PUBLIC

STATE OF UTAH )  
COUNTY OF Utah ) :SS

On the 2nd day of May, 2017, Jeff Mitchell personally appeared before me and duly acknowledged that he/she executed this Water Transfer Agreement for the purposes stated therein.



[Signature]  
NOTARY PUBLIC