

WHITAKER FARMS SUBDIVISION DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into as of this 20 day of AUGUST, 2019, by and between Whitaker Farm Development, LLC, a Utah Limited Liability Company (hereinafter called the "Developer") and the CITY OF MIDWAY, UTAH, a political subdivision of the State of Utah (hereinafter called the "City"). Developer and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous development agreements entered into by and between the Developer and the City involving the same Property (defined below) and along with the executed Annexation Agreement, as amended, is the entire, complete Agreement between the Parties.

RECITALS

- A. The City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.*, in compliance with the Midway City Land Use Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the proposed Whitaker Farms Subdivision, located at approximately 455 North River Road, in Midway, Utah (hereinafter call the "Project") and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.
- B. The Developer has a legal interest in certain real property located in the City, as described in Exhibit "A", (hereinafter referred to as the "Property") attached hereto and incorporated herein by this reference. Developer warrants and represents that it has the legal authority to sign this Agreement, and to bind the Property as set forth herein.
- C. The Developer has entered into an Annexation Agreement with Midway City, recorded at Entry 446998, Book 1211, Pages 1344-1412, and an Amendment to the Annexation Agreement recorded at ENT #467418* both of which are binding on the Developer. See Exhibit B and C respectively. *Bk 1262 Pg 1732
- D. As set forth in Exhibit D, the Developer agrees to develop the Property as a large-scale subdivision containing fifty (50) lots. This Project is commonly known as the Whitaker Farms Subdivision. The original parcel is 80 acres in size. The subdivision is located at approximately 455 North River Road in the RA-1-43 zone and contains 20 acres of open space.

- E. All roads in the Project will be public roads which will require City maintenance once the roads are accepted by the City. There will be 25% open space (20 acres) included in the development which is 10% more than the minimum requirement of 15%. The open space/common area will be owned by the homeowners' association (HOA). There will also be a mix of public and private trails throughout the Project along with a private amenity which is a barn that members of the community could use. The Developer is proposing a clubhouse and other undefined amenities that will be constructed by the Developer and owned and maintained by the HOA.
- F. Each Party acknowledges that it is entering into this Agreement voluntarily. The Developer consents to all the terms and conditions of this Agreement and acknowledges that they are valid conditions for the development of the Property. Unless otherwise specifically agreed to herein, the terms and conditions contained herein are in addition to any conditions or requirements of any other legally adopted ordinances, rules, or regulations governing the development of real property in the City of Midway.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

AGREEMENT

Section 1. Effective Date and Term. The term of this Agreement shall commence upon the signing of this Agreement (the "Effective Date") by both Parties and shall continue for a period of twenty-five (25) years. Unless otherwise agreed between the City and the Developer, the Developers vested interests and rights contained in this Agreement expire at the end of the Term, or upon termination of this Agreement. Upon termination of this Agreement, the obligations of the Parties to each other hereunder shall terminate, but none of the dedications, easements, deed restrictions, licenses, building permits, or certificates of occupancy granted prior to the expiration of the term or termination of this Agreement shall be rescinded or limited in any manner.

Section 2. Definitions. Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits.

"Applicable Law" shall have the definition set forth in Section 4A of this Agreement.

"Governing Body" shall mean the Midway City Council.

"City" shall mean the City of Midway, and shall include, unless otherwise provide, any and all of the City's agencies, departments, officials, employees or agents.

Section 3. Obligations of the Developer and the City.

A. Obligations of the Developer:

- i. **General Obligations:** The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein.
- i. **Conditions for Current Approvals.** The Developer shall comply with all of the following Conditions:
 - a) **Payment of Fees:** Developer agrees to pay all applicable Midway City fees as a condition of developing the Project on the Property, including all engineering and attorney fees and other outside consultant fees incurred by the City in relation to the Project. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.
 - b) **Compliance with terms and conditions of Annexation Agreement and any amendments thereto:** Developer agrees that this Development Agreement is supplemental to, and does not replace, the Annexation Agreement (and amendments thereto) entered into by the Parties for this property. Developer agrees to comply with all of the terms and conditions of the Annexation Agreement, any amendments thereto, and this Development Agreement. In the event there is conflict between the requirements of the two Agreements, the more recent Agreement shall govern with respect to that conflict. A copy of the Annexation Agreement and amendment are attached as Exhibit B and C and are incorporated herein by this reference. Additionally, Lot 1 must be adjusted for frontage and width requirements.
 - c) **Open Space:** The Code requires 15% (12 acres) of open space. The Developer is proposing 25% (20 acres) open space and therefore meets the requirement of the Code. The open space is also contiguous and connects to Memorial Hill.
 - d) **Density:** The Developer is asking for approval for 50 lots in the Project as per the Annexation Agreement that was signed by the Developer or Property Owner and the City. The Developer is bound to the Annexation Agreement and cannot petition for more density unless an amendment is made to the Annexation Agreement.
 - e) **Two points of Access:** The Project plan has two points of access onto River Road. The two points of access on River Road do meet the City requirements regarding the two points of access construction standards. There is a third point of access planned on the southside of the property that will be stub road until connected to a future road. As discussed below, regardless of whether the

southern access point is built as a round-about at the base of Memorial Hill, or a round-about in a more central location to the Project, no building permits will be issued until final construction approval is issued.

- f) Water Rights and Water Service: The required water rights for the culinary and irrigation water for the Project shall be officially transferred to the City in writing before the recording of the plat for the Project. The water rights provided by the Developer shall meet all City policies and Ordinances for culinary and irrigation use. Culinary water service shall be provided by the City according to the rules, regulations and requirements of the City. The total quantity of water rights to be dedicated to the City for the entire Project, for both culinary and irrigation use, is 235.17 acre feet. Developer shall be responsible for construction of the culinary water lines as per the approved plans, which shall be subject to final approval and acceptance by the City. Secondary water service shall be provided by Midway Irrigation Company. Each lot will connect to the Midway Irrigation Company's secondary water system. Laterals will be installed by the Developer for all fifty lots and also each of the fourteen lots on Whitaker's parcel as per Midway Irrigation Company requirements. Additionally, a secondary water meter is required for each of the lots.
- g) Sewer Service: Each lot in the Subdivision shall be required to connect to the Midway Sanitation District sewer system as per the specifications, restrictions and rules of Midway Sanitation District.
- h) Construction and/or Dedication of Project Improvements: The Developer agrees to construct and/or dedicate Project improvements as directed by the City, including but not limited to streets, trails, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards. The Developer shall satisfactorily complete construction of all Project improvements no later than two (2) years after the recording of the plat for the Project. The Developer also agrees to comply with the terms of the Midway City Staff report, as approved and adopted by the Midway City Planning Commission and accepted by the City Council, attached hereto as Exhibit E and incorporated herein by this reference.
- i) Roads, Streets and Trails: Developer shall construct all required improvements, including roads, streets and trails. All roads in the Project will be public roads which will require City maintenance once the roads are accepted by the City. There will also be a mix of public and private trails throughout the Project. The Developer has submitted a traffic study to the City as part of the application. Horrocks Engineers has reviewed that study to determine what road improvements are required. The Developer is required,

as part of the Annexation Agreement and the amendments thereto, to make significant improvements to River Road which include widening the road for a center turn lane and adding bike lanes on both sides of the road. The Developer is required to build public trails as part of the proposal. The public trails will run along all roads in the development and will consist of an 8' paved surface. The Developer has proposed a rural road cross section instead of the default urban cross section. The rural cross section has the same 56' right-of-way width and 30' of asphalt width but it includes an 8' trail on one side of the street, 2' flat concrete curb and a road side drainage ditch instead of the standard 5' park strips and 5' sidewalks with modified curb on both sides of the street.

- j) 20 Acre Whitaker Parcel: There are 20 acres located to the west of the 80-acre Project that are associated with each other through the Annexation Agreement. All density in the 100-acre area will be part of one Homeowner's Association. An HOA will be formed for the 50 lots and later, when the 20-acre area is developed, a 12-unit PUD will be created that will also be subject to the HOA as discussed when the property was considered for annexation.
- k) Both phases will be one HOA: The developments located in the 100 acres (this proposal on 80 acres and a future proposal on the remaining 20 acres) owned by the annexation petitioners will all be included in one Home Owners' Association.
- l) View corridors: The Project has been designed to maintain view corridors from Memorial Hill and from River Road. The positioning of the open space and lots will allow the Project to be mostly unseen from River Road.
- m) Southern Access off of River Road to the Project:
 - a. It is proposed to build the southern access point to the Project as a round-about at the base of Memorial Hill ("Memorial Hill Round-About"), in a design and location attached as Exhibit F. The Parties acknowledge that Wasatch County must approve the final design for the Memorial Hill Round-About and have yet to do so.
It is the desire of both Developer and Midway City to have the southern access point be the Memorial Hill Round-About and both agree to work together in good faith to obtain approval of the plan from Wasatch County. Developer acknowledges and agrees that the Memorial Hill Round-About includes the costs of installing a parking lot at the base of Memorial Hill, a bathroom, and extending trails to the Memorial, all of which are included in the cost estimate of the round-about, and all of which will be paid by Developer. At the time of signing this Agreement, Developer shall post with the City a

- performance bond equaling 110% of the estimated cost of the infrastructure for the entire Project, to be released per city code.
- b. In the event that the County has not approved a satisfactory plan for the Memorial Hill Round-About as shown in Exhibit F within six (6) months from the date of execution of this Agreement, the Developer shall proceed with construction of the roundabout as designed and located in Exhibit G ("Central Round-About"). If the Central Round-About costs less than the proposed Memorial Hill Round-About, the Developer agrees to take the surplus funds and apply them to improving the trail system either within or external to the Project as requested by the City. Specifically, City will require a trail to connect to Memorial Hill within the Project, and a trail on both sides of River Road (at the City's sole discretion) from the Northern Round About to Memorial Hill/southern edge of the Project, and a trail connection across River Road so that bike and pedestrian traffic can access Memorial Hill from the west side of the road. Developer shall submit and receive approval of engineered plans for the Central Round-About and trails before proceeding with installation.
 - c. No building permits shall be issued in the Project until final construction approval is issued by the City.
 - d. Explanation of cost calculation: It was agreed in the Annexation Agreement that the Developer would improve River Road to a three lane street with middle turning lanes. In the Amendment to the Annexation Agreement it was agreed between the parties that it would be better to leave River Road as a two lane street and to add roundabouts at each end of the Project. Developer agreed that any cost savings that occur from installing the roundabouts versus installing the three lane road will be given to the City to improve its trail system, and may be used either within the Project or on other trails within the City. The bonding required for the roundabouts shall include the total cost of the three lane street, and shall be designed to allow the City to recover the entire amount of these costs, should Developer fail to install the roundabouts as required. Developer agrees that once the roundabouts are installed, any cost savings between the three lane street and the roundabouts will be provided to the City for use on trails at the City's discretion. Developer agrees that the cost of the bathroom installation at the base of Memorial Hill will be paid by Developer, and will not be counted against the cost savings discussed above.

- n) Landscaping Plan: A landscaping plan has been submitted to the City and a copy is attached to this report as Exhibit H. Staff has concerns about the proposed prairie grass and the maintenance of the prairie grass. Developer agrees the prairie grass shall be cut a minimum of three times per year, at least 30 days apart. The Developer shall install landscaping, at a minimum, in accordance with the landscaping plans for the Project and the roundabouts as submitted to the City. Maintenance of the landscaping within the Project shall be the responsibility of the HOA. City shall be responsible for the maintenance of the two roundabout islands once they are installed by the Developer.
- o) Proportional Frontage and Acreage Reduction: The lots in the subdivision may reduce in frontage and acreage based on the amount of open space provided. The developer is providing 25% open space which is 10% more than the required amount. This allows the lots and frontage to reduce by 25% based on the code that was in place at the time of vesting. This allows frontage to reduce from 150' to 112.5' and lots may reduce from one acre to 0.75 acres.
- p) Sensitive Lands: Sensitive land is located on the property and will be left undisturbed as required by the Midway City Code. For residential development, these sensitive lands are areas of slope 25% or greater. Most areas of slope that are 25% or greater are located in the open space area that contains part of Memorial Hill. There are some small areas of slope greater than 25% that are located on the far east side of the property and will be located in some of the lots. For those lots, a building envelope will be placed on the plat limiting areas where structures can be located.
- q) Weed Control: The Developer and its successors and assigns shall eradicate, mow or trim weeds and vegetation at all times in all areas of the Project. Developer shall be responsible for weed control on the remainder parcel described herein.
- r) Construction Traffic: All construction traffic for all Project improvements will meet the requirements imposed by the Midway City Planning and Engineering Departments.
- s) Warranty: Consistent with City standards, the Developer will provide a one-year warranty for the operation of all improvements.
- t) Bonding: Developer agrees to post performance and other bonds in amounts and types established by the City related to the performance of the Developer's construction obligations for the Project, pursuant to current City Ordinances and Regulations.

B. Obligations of the City:

- i. **General Obligations:** The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.
- ii. **Conditions of Approval:** The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.
- iii. **Acceptance of Improvements:** The City agrees to accept all Project improvements constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees, provided that 1) the Midway City Planning and Engineering Departments review and approve the plans for any Project improvements prior to construction; 2) the Developer permits Midway City Planning and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; 3) the Project improvements are inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the approved plans and specifications; 4) the Developer has warranted the Project improvements as required by the Midway City Planning and Engineering Departments; and 5) the Project improvements pass a final inspection by the Midway City Planning and Engineering Departments.

Section 4. Vested Rights and Applicable Law.

- A. **Applicable Law.** The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to the Developer for the Project. The Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve the Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable Ordinances, Resolutions, regulations, policies and procedures of the City.
- B. **State and Federal Law.** Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations ("Changes in the Law") applicable to

the Property. In the event the Changes in the Law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. Amendment. Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

Section 6. Cooperation and Implementation.

- A. Processing of Subsequent Approvals. Upon submission by the Developer of all appropriate applications and processing fees for any Subsequent Approval to be granted by the City, the City shall promptly and diligently commence and complete all steps necessary to act on the Subsequent Approval application including, without limitation, 1) the notice and holding of all required public hearings, and 2) the granting of the Subsequent Approval as set forth herein.

The City's obligations under this Section 6 are conditioned on the Developer's provision to the City, in a timely manner, of all documents, applications, plans and other information necessary for the City to meet such obligations. It is the express intent of the Developer and the City to cooperate and work diligently and in good faith to obtain any and all Subsequent Approvals. The City may deny the application for a Subsequent Approval by the Developer only if the application is incomplete, does not comply with existing law, or violates a City Ordinance or Resolution. If the City denies an application for a Subsequent Approval by the Developer, the City must specify the modifications required to obtain such approval.

B. Other Governmental Permits.

1. The Developer shall apply for such other permits and approvals as may be required by other governmental or quasi-governmental agencies in connection with the development of, or the provision of services to the Project.

2. The City shall cooperate with the Developer in its efforts to obtain such permits and approvals, provided that such cooperation complies with Section 4.B of this Agreement. However, the City shall not be required by this Agreement to join or become a party to any manner of litigation or administrative proceeding instituted to obtain a permit or approval from, or otherwise involving any other governmental or quasi-governmental agency.

Section 7. Default and Termination.

A. General Provisions.

1. Defaults by Developer. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.
2. Termination. If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly notice public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.
3. Review by the City. The City may, at any time and in its sole discretion, request that the Developer demonstrate that the Developer is in full compliance with the

terms and conditions of this Agreement. The Developer shall provide any and all information reasonably requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.

4. **Determination of Non-Compliance.** If the City Council finds and determines that the Developer has not complied with the terms of this Agreement, and non-compliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to section 7.A of this Agreement. If the default is not cured in a timely manner by the Developer, the City may terminate this agreement as provided in Section 7 of this Agreement as provided under Applicable Law.

- B. **Default by the City.** In the event the City defaults under the terms of this Agreement, the Developer shall have all rights and remedies provided in Section 7 of this Agreement, and as provided under Applicable Law.

- C. **Enforced Delay; Extension of Time of Performance.** Notwithstanding anything to the contrary contained herein, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, and a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, casualties, acts of God, restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplemental environmental regulations, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Upon the request of either Party hereto, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

Section 8. Notice of Compliance.

- A. **Timing and Content.** Within fifteen (15) days following any written request which the Developer may make from time to time, and to the extent that it is true, the City shall execute and deliver to the Developer a written "Notice of Compliance," in recordable form, duly executed and acknowledged by the City, certifying that 1) this Agreement is unmodified and in full force and effect, or if there have been modifications hereto, that this Agreement is in full force and effect as modified and stating the date and nature of such modification; 2) there are no current uncured defaults under this Agreement or specifying the dates and nature of any such default; and 3) any other reasonable information requested by the Developer. The Developer shall be permitted to record the Notice of Compliance.

- B. **Failure to Deliver.** Failure to deliver a Notice of Compliance, or a written refusal to deliver a Notice of Compliance if the Developer is not in compliance, within the time

set forth in Section 8.A shall constitute a presumption that as of fifteen (15) days from the date of the Developer's written request: 1) this Agreement was in full force and effect without modification except as represented by the Developer; and 2) there were no uncured defaults in the performance of the Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7, or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7 for defaults which commence prior to the presumption created under this Section 8, and which have continued uncured.

Section 9. Change in Developer, Assignment, Transfer and Required Notice. The rights of the Developer under this Agreement may be transferred or assigned, in whole or in part, with the written consent of the City, which shall not be unreasonably withheld. The Developer shall give notice to the City of any proposed transfer or assignment at least thirty (30) days prior to the proposed date of the transfer or assignment.

Section 10. Miscellaneous Terms.

- A. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.
- B. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual written consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.
- C. Other Necessary Acts. Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions of Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.
- D. Other Miscellaneous Terms. The singular shall be made plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

- E. Covenants Running with the Land and Manner of Enforcement. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall 1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and 2) have no right to bring any action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.
- F. Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach or default of any condition of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach or default.
- G. Remedies. Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorney's fees in any action instituted to enforce the terms of this Agreement (with the exception of actions secured by liens against real property).
- H. Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

- I. Attorney's Fees. In the event of litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorney's fees.
- J. Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured to the other Party through this Agreement can be enjoyed.
- K. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing and warranting Party:
1. Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
 2. Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individuals represent.
 3. This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium, and equitable principles.
- L. No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. Notices.

Any notice or communication required hereunder between the City and the Developer must be in writing and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (1) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United State mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Party, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses as set forth below:

If to the City of Midway:

Director
Planning Department
Midway City
P.O. Box 277
Midway, Utah 84049

With Copies to:

Corbin B. Gordon
Midway City Attorney
345 West 600 South
Heber City, Utah 84032

If to Developer:

Whitaker Farm Development, LLC
143 W Farm Springs Rd
Midway, UT 84049

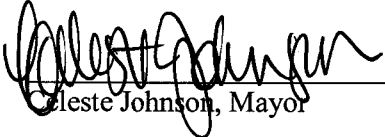
Section 12. Entire Agreement, Counterparts and Exhibits. Unless otherwise noted herein, this Agreement, including its Exhibits, along with the Annexation Agreement, as amended, is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and of the Developer.

Section 13. Signing and Recordation of Agreement. Unless the City and the Developer mutually agree otherwise in writing, this Agreement must be signed by both the Developer and the City no later than ninety (90) days after the Agreement is approved by a vote of the Midway City Council, or else the City's approval of the Project will be rescinded. The City Recorder shall cause to be recorded, at the Developer's expense, a fully executed copy of this Agreement in the Official Records of the County of Wasatch no later than the date on which the first plat for the Project is recorded.

IN WITNESS WHEREOF, this Agreement has been entered into by and between the Developer and the City as of the date and year first above written.

CITY OF MIDWAY

Attest:


Celeste Johnson, Mayor


Brad Wilson, City Recorder

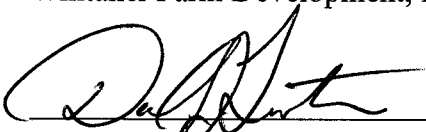
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 20 day of August, 2019, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.


NOTARY PUBLIC

DEVELOPER
Whitaker Farm Development, LLC




By: Dan Luster
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 23 day of August, 2019, by Dan Luster, in his capacity as Manager for Whitaker Farm Development, LLC who executed the foregoing instrument in his individual capacity as the Developer.


NOTARY PUBLIC

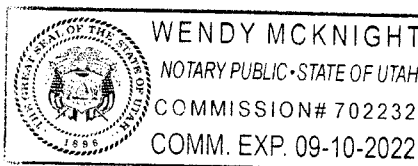


EXHIBIT A

WHITAKER PLAT BOUNDARY

BEGINNING NORTH 89°47'17" EAST 603.51 FEET FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER LIES SOUTH 85°32'21" WEST 1.98 FEET FROM A WASATCH COUNTY MONUMENT REFERENCING THE NORTH QUARTER CORNER;

THENCE EAST 151.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 232.00 FEET AND TO WHICH A RADIAL LINE BEARS NORTH 40°39'26" EAST; THENCE 58.73 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°30'15" (CHORD BEARING AND DISTANCE OF SOUTH 42°05'26" EAST 58.57 FEET);

THENCE NORTH 55°09'41" EAST 78.25 FEET;

THENCE NORTH 89°46'06" EAST 1603.25 FEET ALONG THE SECTION LINE;

THENCE FOLLOWING ALONG THE HOBBIT HOUSE PROPERTY BOUNDARY PER RECORD OF SURVEY #545 THE FOLLOWING TWO COURSES: 1) SOUTH 18°25'10" EAST 66.51 FEET, 2) SOUTH 10°16'10" EAST 94.00 FEET;

THENCE FOLLOWING THE DEED FOR PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 221202) THE FOLLOWING TEN COURSES: 1) SOUTH 09°51'20" EAST 84.10 FEET, 2) SOUTH 49°04'15" EAST 245.07 FEET, 3) SOUTH 21°07'10" EAST 82.27 FEET, 4) SOUTH 02°39'15" WEST 102.71 FEET, 5) SOUTH 17°08'31" WEST 140.73 FEET, 6) SOUTH 06°05'45" WEST 64.07 FEET, 7) SOUTH 02°57'09" EAST 82.00 FEET, 8) SOUTH 32°09'13" EAST 123.39 FEET, 9) SOUTH 09°01'38" EAST 115.86, 10) SOUTH 12°11'03" WEST 223.51 FEET;

THENCE FOLLOWING ALONG PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 209025) THE FOLLOWING TWO COURSES: 1) SOUTH 12°11'03" WEST 475.80 FEET, 2) SOUTH 27°44'45" WEST 188.06 FEET;

THENCE ALONG THE BOUNDARY OF HAUTER PROPERTY PER RECORD OF SURVEY #1597, AS EVIDENCED BY FOUND REBARS, THE FOLLOWING THREE COURSES: 1) SOUTH 89°51'40" WEST 326.08 FEET, 2) SOUTH 89°37'09" WEST 781.56 FEET, 3) SOUTH 89°25'44" WEST 447.30 FEET TO A FENCE LINE REPRESENTING THE BOUNDARY OF MEMORIAL HILL;

THENCE ALONG SAID MEMORIAL HILL FENCE LINE BOUNDARY THE FOLLOWING FIVE COURSES: 1) NORTH 40°58'07" WEST 337.74 FEET, 2) NORTH 43°20'49" WEST 151.72 FEET, 3) NORTH 50°56'07" WEST 101.86 FEET, 4) NORTH 56°37'55" WEST 99.46 FEET, 5) NORTH 63°34'27" WEST 83.21 FEET;

THENCE NORTH 78°24'46" WEST 2.93 FEET;

THENCE NORTH 11°35'14" EAST 70.36 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 8.00 FEET;

THENCE 8.95 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 64°05'52" (CHORD BEARING AND DISTANCE OF NORTH 43°38'10" EAST 8.49 FEET);

THENCE NORTH 75°41'06" EAST 76.75 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 432.00 FEET;

THENCE 93.47 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°23'50" (CHORD BEARING AND DISTANCE OF NORTH 69°29'11" EAST 93.29 FEET);

THENCE NORTH 63°17'17" EAST 53.59 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 368.00 FEET;

THENCE 60.88 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°28'44" (CHORD BEARING AND DISTANCE OF NORTH 68°01'39" EAST 60.81 FEET) TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 283.00 FEET;
THENCE 130.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 26°20'47" (CHORD BEARING AND DISTANCE OF NORTH 85°56'25" EAST 128.99 FEET);
THENCE NORTH 11°20'26" EAST 71.05 FEET;
THENCE NORTH 58°23'16" EAST 27.57 FEET;
THENCE NORTH 53°23'20" EAST 48.07 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 944.00 FEET AND TO WHICH A RADIAL LINE BEARS SOUTH 65°04'31" WEST;
THENCE 984.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°45'48" (CHORD BEARING AND DISTANCE OF NORTH 04°57'25" WEST 940.62 FEET);
THENCE NORTH 34°50'19" WEST 121.99 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 176.00 FEET;
THENCE 169.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 55°09'41" (CHORD BEARING AND DISTANCE OF NORTH 62°25'10" WEST 162.98 FEET) TO THE POINT OF BEGINNING.
CONTAINS 81.138 ACRES.

RIVER ROAD DEDICATION PLAT

BEGINNING SOUTH 00°03'00" EAST 399.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER LIES SOUTH 85°32'21" WEST 1.98 FEET FROM A WASATCH COUNTY MONUMENT REFERENCING THE NORTH 1/4.
THENCE EAST 32.92 FEET;
THENCE SOUTH 00°03'00" EAST 982.54 FEET;
THENCE SOUTH 89°49'16" WEST 32.92 FEET;
THENCE NORTH 00°03'00" WEST 982.64 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.
CONTAINS 0.743 ACRES.

WHITAKER FARM WAY (600 NORTH) DEDICATION PLAT

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH QUARTER CORNER LIES SOUTH 85°32'21" WEST 1.98 FEET FROM A WASATCH COUNTY MONUMENT REFERENCING THE NORTH QUARTER CORNER;
THENCE N00°05'40"W 159.45 FEET ALONG THE SECTION LINE;
THENCE EAST 35.58 FEET;
THENCE S16°05'07"E 33.32 FEET;
THENCE S46°47'40"E 80.09 FEET;
THENCE S80°36'47"E 88.10 FEET;
THENCE EAST 413.66 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 232.00 FEET;
THENCE 164.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 40°39'26" (CHORD BEARING AND DISTANCE OF S69°40'17"E 161.20 FEET);
THENCE WEST 576.73 FEET;

THENCE S71°07'06"W 49.18 FEET;
THENCE S50°59'42"W 107.69 FEET;
THENCE S14°40'40"W 57.90 FEET;
THENCE S00°03'00"E 101.93 FEET;
THENCE WEST 32.92 FEET;
THENCE N00°03'00"W 239.40 FEET TO THE POINT OF BEGINNING.
CONTAINS 1.404 ACRES.

EXHIBIT B

Ent 446998 Bk 1211 Pg 1344-1412
Date: 02-JAN-2018 10:07:03AM
Fee: None Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY CITY



AMENDED ORDINANCE 2017-04

AN ORDINANCE APPROVING THE WHITAKER FARM ANNEXATION AND DESIGNATING ZONING TO APPLY TO THE ANNEXATION PROPERTY

WHEREAS, Title 10, Chapter 2, Part 4 of the Utah Code authorizes a municipality to annex unincorporated areas into the municipality; and

WHEREAS, on November 30, 2016, a petition was filed with Midway City to annex approximately 178.27 acres of land known as the Whitaker Farm Annexation into Midway City; and

WHEREAS, the City has reviewed the annexation petition and has verified that it meets all applicable legal requirements; and

WHEREAS, on March 3, 2017, the Midway City Council held a duly-noticed public hearing to receive public input on the proposed annexation; and

WHEREAS, the Midway City Council finds it desirable and in the public interest to approve the proposed annexation at this time, subject to obligations and requirements set forth in an Annexation Agreement attached hereto as Exhibit A, which has been materially changed since the approval of Ordinance 2017-04 on November 8, 2017, thus requiring an amendment to Ordinance 2017-04 to assure the annexation is subject to the provisions of the Annexation Agreement.

NOW THEREFORE, be it ordained by the City Council of Midway City, Utah, as follows:

Section 1: The real property described in Exhibit B is hereby annexed to Midway City, Utah, and the corporate limits of the City are hereby extended accordingly.

Section 2: The real property subject to this Ordinance is described in the legal description attached as Exhibit B.

Section 3: In accordance with Section 9.04.080 of the Midway City Code, Midway City shall have no obligation to record the Amended Annexation Ordinance until the Annexation Agreement attached as Exhibit A is executed by both the Applicant and Midway City. When executed the Annexation Agreement shall be recorded against all properties within the Annexation Area at the time the Amended Ordinance 2017-04 is recorded with the Wasatch County Recorder. Failure of the Applicant to execute the Annexation Agreement within 30 days of the adoption of this Amended Ordinance 2017-04 shall result in a lapse of the Annexation Approval, wherein the City shall have no obligation to record the Amended Ordinance 2017-04, the Annexation Application shall be deemed denied, the Annexation Agreement shall be deemed null and void, and the Applicant shall be required to reapply for annexation if it so chooses.

Section 4: The real property described in Exhibit B shall be classified as being in the zones set forth in the Annexation Agreement attached as Exhibit A, and pursuant to the Midway City Municipal Code, the official Zoning Map of Midway City shall be amended accordingly.


Section 5: The real property described in Exhibit B shall be subject to all laws, ordinances and policies of Midway City

Section 6: This Ordinance shall take effect as and when provided by Utah Code Title 10, Chapter 2, Part 4.

PASSED AND ADOPTED by the City Council of Midway City, Wasatch County, Utah this 13th day of December 2017.

	AYE	NAY
Council Member Ken Van Wagoner	<u>Excused from the Meeting</u>	
Council Member Karl Dodge	<u> X </u>	<u> </u>
Council Member Kent Kohler	<u> X </u>	<u> </u>
Council Member Lisa Christen	<u> X </u>	<u> </u>
Council Member Bob Probst	<u> X </u>	<u> </u>


APPROVED:


Colleen Bonner, Mayor

ATTEST:


Brad Wilson, City Recorder

APPROVED AS TO FORM:


Corbin Gordon, City Attorney



Ent 467422 Bk 1262 Pg 1836

Ent 446998 Bk 1211 Pg 1347

Exhibit A

**ANNEXATION AGREEMENT FOR THE
WHITAKER FARM ANNEXATION
MIDWAY CITY, UTAH**

This Annexation Agreement ("Agreement") is made and entered into by and between Midway City, a political subdivision of the State of Utah, (hereinafter referred to as the "City"), and the following: Thomas Whitaker and Linda Whitaker, individually; Midway Meadows Ranch, LLC, a Utah Limited Liability Company; and Thomas S. and Linda P. Whitaker, trustees of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999 (hereinafter collectively referred to as the Applicant"). The property which is included in the Annexation Petition, and which is the subject of this Agreement, includes 19 separate parcels, 11 of which are owned by the Applicant. Applicant, therefore, represents 11 parcels of land located in Wasatch County, Utah, as further described herein, which parcels, along with ten other parcels not owned by Applicant, are proposed for Annexation into the City. The Applicant and the City are, from time to time, hereinafter referred to individually as a "Party" and collectively as the "Parties." Unless otherwise noted herein, this Agreement supersedes and replaces any previous Annexation agreements entered into by and between the Applicants and the City involving the same Annexation Property (defined below) and is the entire, complete Agreement between the Parties.

RECITALS

A. Midway City, acting pursuant to its authority under Utah Code Annotated (UCA) §10-9a-101 *et seq.*, and UCA § 10-2-401 *et seq.*, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this Agreement.

B. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features which advance the policies, goals and objectives of the Midway City General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Midway City, and contributes to capital improvements which substantially benefit the City.

C. The Applicant is the owner of certain real property which is described in Exhibit "A", the Annexation Petition, attached hereto and incorporated herein by this reference. All of the real property described in Exhibit A is proposed for annexation into Midway City, including parcels not owned by Applicant. Hereinafter, the entire parcel described in the Annexation Petition is referred to as the "Annexation Property" or the "Annexation Parcel". The Annexation Parcel includes the following parcels:

1. The "Development Parcel", consisting of approximately 60 acres, which will be developed into single family lots according to the terms of this Agreement, a future development agreement, and the rules and regulations of Midway City;
 2. The "Whitaker Parcel", consisting of approximately 14 acres, and which will be developed into one of the following options: a) a maximum of four total residential building lots (with one of the lots including the existing Whitaker home), with no location restrictions except compliance with the required 100 foot setback from River Road, and compliance generally with the lot size and setbacks for lots in the RA-1-43 zone; or b) a planned unit development of no more than 12 units, that may be built no closer to River Road than the west side of the existing Whitaker Residence, and clustered generally to the north and west of the Whitaker Residence.
 3. The "Open Space Parcel", consisting of approximately 20 acres, which will remain as agricultural open space, according to the terms and conditions of this Agreement. No further subdivision or development will be allowed on the Open Space Parcel.
 4. The "Museum Parcel", consisting of approximately 6 acres, which may be a Rural Preservation Subdivision with one building unit if applied for by the owner, subject to the restrictions set forth below.
 5. The County's Memorial Hill parcel ("County Parcel").
 6. The White September parcel, and the Luster Development Parcel ("Peninsula Parcels").
 7. The Medby and the Salazar parcels located on the northwest corner of the annexation.
- D. The Annexation Property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance and other City Ordinances and Resolutions. The Applicant and the City desire to allow Applicant and others to make improvements to the Annexation Property pursuant to applicable ordinances, resolutions and the terms and conditions of this Agreement.
- E. Improvements made to the Annexation Property shall be consistent with the existing ordinances and engineering standards of the City at the time of application, and the terms and conditions of this Annexation Agreement.
- F. The Applicant and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide

certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.

G. The City's governing body has authorized the execution of this Agreement by Resolution 2017-04, to which this Agreement is attached.

H. It is the intent of Whitaker to donate the 20 acre Open Space Parcel for open space.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Recitals:** The preamble and recitals set forth above are incorporated herein as part of the Agreement.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the annexation of real property into the City, to designate zoning that will apply to the Annexation Property upon annexation, and to provide for future development of the Annexation Property, in accordance with the adopted Ordinances and Resolutions of the City, terms and conditions of this Annexation Agreement, the Midway City General Plan, and the laws of the State of Utah, as they may be from time to time amended.
3. **Conditions Precedent:** The City and the Applicant agree, understand and acknowledge that this Agreement is for the annexation of the Annexation Property. Further, the City and the Applicant agree and understand that this Agreement shall be a covenant running with the Annexation Property, and shall bind any future developers, owners, heirs or assigns.
4. **Permitted Uses on Annexation Parcel:** The permitted uses for the Annexation Property shall be those uses specifically listed this Agreement and in the Zoning Ordinance of the City, as amended from time to time.
5. **Term:** This Agreement shall become effective as of the date of annexation of the Annexation Property into the City, and shall continue in full force and effect from that time onward.
6. **Annexation:** The City, pursuant to the Annexation Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, hereby agrees to adopt an Ordinance of Annexation, and thereby to annex into the City the Annexation Property described in the attached Exhibits. The Annexation Property shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other Ordinances, Resolutions or laws of the City of Midway and the State of Utah. It is further agreed that this Annexation

Property meets all the requirements for annexation, including but not limited to the following:

- A. **Contiguity:** The Annexation Property is contiguous to the existing boundaries of the City, as shown on Exhibit "B", attached hereto and incorporated herein by this reference.
- B. **Within Declaration Area:** The Annexation Property is within the area identified by the City in its Annexation Policy Declaration Statement for possible annexation into the City.
- C. **Not Within Another City:** The Annexation Property is not included within the boundaries of any other incorporated municipality.
- D. **No Pending Incorporation.** There are no pending annexation petitions to incorporate any of the Annexation Property into any other municipality.
- E. **No Unincorporated Islands.** The annexation of the Annexation Property will not create or leave any islands of unincorporated property requiring municipal type services.
- F. **Not Solely for Revenue Purposes.** The proposed annexation is not being pursued by the City solely for the purpose of gaining revenues or to gain a jurisdictional advantage over another municipality or to restrict annexation by some other municipality.
- G. **Services Available.** The City intends to provide the same level of municipal services within the Annexation Property as it provides in all other areas within its boundaries, except as otherwise provided for in this Agreement.
- H. **Petition.** The Petition for Annexation was properly signed by the requisite number of land owners of the land area within the proposed Annexation Property
- I. **No Fiscal Burden Created.** The City has determined that annexation of this area will not create a fiscal burden on the City that will not be offset by the revenues expected to be generated by virtue of this annexation.
- J. **Compatibility.** The proposed annexation is a compatible land use within the community.
- K. **Illegal Peninsulas.** The proposed annexation does not create any illegal peninsulas of unincorporated property projecting into or out of the City.

7. General Character of Land to Be Annexed.

- A. **Description of the Annexation Property.** The Annexation Property is located on the East side of River Road at approximately 510 North, as shown in the Annexation Petition and on the Annexation Concept Plan. The annexation contains 19 separate parcels, 11 of which are owned by the petitioner. The petitioner owns 63% of the land included and 60% of the taxable value. The other ten parcels are owned by individuals not associated with the annexation and none of them have signed the annexation petition. The petition does comply with State

Code that requires the owners of most of the land sign the petition and that the signers also own at least 1/3 of the taxable value of land in the annexation area.

- B. The Annexation Property consists of approximately 164.22 acres. It is currently zoned RA-1 by Wasatch County.
- C. The Annexation Concept Plan is attached hereto as Exhibit "C", and is incorporated herein by this reference.

8. Conditions of Annexation.

- A. The Annexation Property shall be annexed into the City of Midway under several different zones as follows:

- a. The Development Parcel, Whitaker Parcel, Museum Parcel, Open Space Parcel, and County Parcel shall be zoned RA-1-43, subject to the restrictions and conditions contained herein.
- b. The Peninsula Parcels shall be zoned R-1-22, subject to the conditions and restrictions contained herein.
- c. The Whitaker Parcel currently identified as Tax ID number: 00-0012-1322, shall be included in the RA-1-43 zone, but Whitaker shall have two options on the development of its property as set forth below.
- d. The Museum Parcel shall be zoned for one Rural Preservation Subdivision, with restrictions on the building envelope to preserve the view corridor, as set forth below.

- B. Additional Conditions:

- 1) Access: As a condition of this Annexation Agreement, Applicant shall be required to improve River Road and construct other roads and trails at the time of development as follows:

- i. Applicant/Developer, at its sole cost and expense, shall construct a center turn lane (12 feet wide) on River Road. The turn lane shall meet the following requirements:
 - a. The center turn lane shall be designed and constructed according to plans approved by the City Engineer;
 - b. The center turn lane shall be constructed entirely within the existing River Road easement. Midway City shall work with the developer to insure that the necessary improvements to River Road fit within that existing easement;
 - c. The center turn lane shall continue from 200 feet north of the North entrance at the intersection of River Road and 600 North, and shall continue southerly along River Road to 200 feet south of the South property line.
- ii. Applicant, at its sole cost and expense, shall construct paved bicycle lanes on both sides of River Road, within the existing easement, and in a length identical to the River Road center turn lane. (Bicycle lanes

shall be five (5) feet on each side of the Road). Once completed the City shall have full obligation to maintain the bicycle lanes.

- iii. All roads within the Annexation Parcel shall be dedicated to the City, and shall become public roads.
- iv. The western loop road (from the intersection of River Road and 6th North, through the western portion of the Annexation Parcel, through the roundabout, and both back to River Road and to the Stub Road to the South), as shown on the Annexation Concept Plan, shall be a full width City road, and shall meet all the design and construction standards of the City. This Road shall be built to the rural cross section standards of the City, and shall be dedicated to the City as a public road.
- v. Applicant, at its sole cost and expense, shall construct other roads for the development parcels according to the design and construction standards of the City at the time of application for development.
- vi. Applicant, at its sole cost and expense, shall construct detached paved trails in the following locations:
 - a. Starting on the north and east side of the Western Loop Road in the subdivision, and continuing the full length of the Western Loop Road to where the road stubs into the White September parcel, as shown on the Annexation Concept Plan and future development plats.
 - b. Starting at the south access road and continuing east along the southern access until it intersects with the trail running north and south along the Western Loop Road.
 - c. Starting at the location where the stub road to Memorial Hill turns south off of the southern access, and continuing south until it connects with the road on Memorial Hill.
 - d. All of these trails will be shall be dedicated to the City, open to the public, and shall become a part of the dedicated public trail system. The City shall have all obligation to maintain the dedicated trails.
 - e. A ten (10') foot wide trail easement shall be dedicated to the City for all of the above trails. The Applicant or the developer shall construct a paved eight (8') foot wide trail within the easements. This trail shall be dedicated to the City, and shall be maintained by the City.
 - f. The remaining trail associated with the Development Parcel, that runs along the road through the subdivision, shall be private, and shall be maintained by the HOA.

- vii. Two points of access are required as per the applicable section of the Code. There shall be two access points to River Road, as shown on the Annexation Concept Plan and on future development plats. The first point of access shall be at or in the vicinity of the intersection of River Road and 6th North. The second access point shall be at or in the vicinity of approximately 400 North and River Road. Applicant shall also stub a road to the South on the East side of Memorial Hill, as generally shown on the attached Annexation Concept Plan. The actual location of the south stub road shall be flexible, depending upon the development plans of the parcels to the south of the Annexation Parcel. All access points, including the two along River Road and the stub road to the South, which shall eventually be completed, shall meet all applicable City standards that are in place at the time application is submitted for approval. All roadway improvements shall be designed and constructed according to City standards, and shall be approved by the City engineer.
 - viii. The Developer shall be responsible to build a city standard road that connects Memorial Hill to the Southern Access of the development, so that access to Memorial Hill can be closed from River Road, and accessed through the southern access point of the development. Developer shall also be responsible to replace lost parking at the base of Memorial Hill, and any and all costs necessary to meet City requirements for access to Memorial Hill.
 - ix. All required easements and/or rights of way that are within the Annexation Parcel shall be granted in the name of the City. The expanded road design, including trails and access stub roads, shall be approved by the City Engineer prior to commencement of construction.
 - x. The City and the Applicant agree that the road cross sections within the Annexation Parcel shall include a ribbon-curb, with a trail on one side of the road. There shall be a grass swale in between the curb and the trail, which grass swale shall be maintained by the HOA.
 - xi. Applicant, at its sole cost and expense, shall construct a safe and adequate Pedestrian Crossing at existing grade level of the intersection of River Road and 6th North Streets according to plans and specifications approved by the City. The requirements for the Pedestrian Crossing may include, but are not limited to pavement markings, signs, flashing lights, etc.
- 2) Exclusion of Haueter Parcels: The two Haueter parcels will not be included in the Annexation.

- 3) Park Annexation Fee and Annexation Application Fee: The Park and Annexation Application fee is required to be paid by the Applicant prior to final signature by Applicant and recording by the City. Failure to pay the required fees in a timely manner shall void the Annexation approval. The fees have been calculated based on the actual acreage annexed into the City (excluding the acreage for the County Parcel). The amount owed and the calculations for the fees under this sub-section are shown on the attached Exhibit "D".
- 4) Limitation on number of lots on the Development Parcel: The Development Parcel shall be limited to no more than fifty (50) residential lots.
- 5) Limitation on number of lots and location of lots on Whitaker Parcel: The parcel of property from the existing Whitaker driveway north to the north access road as shown on the Annexation Concept Plan shall be referred to as Whitaker Parcel. The Whitaker Parcel may be further subdivided by the property owner as follows: either a) a maximum of four total residential building lots (with one of the lots including the existing Whitaker home), with no location restrictions except compliance with the required 100 foot setback from River Road, and compliance generally with the lot size and set-backs for lots in the RA-1-43 zone; or b) a planned unit development of no more than 12 units, that may be built no closer to River Road than the west side of the existing Whitaker Residence, and clustered generally to the north and west of the Whitaker Residence. If Whitaker chooses to build a PUD it will be required that the PUD units be made members of the HOA established on the Development Parcel. Further, Whitaker desires to reserve the right to change the use of his existing residence, into a commercial bed and breakfast, which is a conditional use in the agreed zone. The City agrees that a Bed and Breakfast shall be approved, but shall require Whitaker to apply for a conditional use permit, and comply with all requirements set forth in the code at the time of application to approve such use.
- 6) Potential to adjust location of certain lots: The Applicant or the developer may choose to reconfigure or relocate lots 34, 35, 38, 39, 40 and 41 on the Development Parcel which are currently shown on the Annexation Concept Plan. No such relocation or reconfiguration is allowed without an amendment to this Agreement, signed by both the property owner and the City. Any such amendment must be approved by the City Council. The City may consider any proposed amendment under this sub-section only if such proposal does not alter the Open Space Parcel, and does not relocate residential lots to the southern end of the Annexation Parcel in such a manner that it would adversely impact the view corridor to the north and east as viewed from Memorial Hill and River Road.

- 7) Covenants, Conditions and Restrictions: The Applicant agrees that as a condition of Annexation, the developer of the project shall be required to adopt Covenants, Conditions and Restrictions ("CC&Rs") that shall apply to the Development Parcel and Open Space Parcel. As stated above, if the Whitaker Parcel is developed into a PUD, the Whitaker Parcel shall be required to become a part of the HOA. The CC&Rs shall include the following terms and conditions:
- i. All lots in the Development Parcel and the Open Space Parcel shall be included in one HOA.
 - ii. The Whitaker Parcel shall not be included in the HOA, unless and until the Whitaker Parcel is developed into a PUD, at which time the Whitaker Parcel shall be required to become a part of the HOA.
 - iii. Nightly or short term rentals shall be expressly prohibited within the HOA. The restrictions on nightly rentals within the Development Parcel, as contained in this sub-section, shall be included in the recorded CC&Rs and shall be noted on the Plat.
- 8) Agricultural Open Space Parcel: The Agricultural Open Space Parcel as shown on the Annexation Concept Plan, shall be either subject to an open lands easement (through the Utah Open Lands group or a similar entity), which shall insure that the Agricultural Open Space Parcel shall remain open space and shall not be further subdivided or developed, or subject to a deed restriction prohibiting further subdivision and development, and requiring the HOA to maintain the Agricultural Open Space Parcel as open and agricultural land. The Agricultural Open Space Parcel shall remain in agricultural production, with sufficient water rights remaining with the Agricultural Open Space Parcel to conduct normal agricultural practices thereon. Approved agricultural practices shall include cultivated crops, pasturing of animals, and community gardens. Structures that are strictly agricultural in nature may be constructed on the Agricultural Open Space Parcel, including a community barn, but shall require a building permit and compliance with all building codes and height restrictions in existence at that time of application. Commercial use of any structures built on the Agricultural Open Space Parcel is strictly prohibited. Members of the HOA may use the barn for family gatherings, and receptions, but only for those children within one generation of the owner.
- 9) Museum Parcel: Applicant agrees to include in the final Annexation Concept Plan and any development plat, a parcel, to be known as the Museum Parcel. This parcel shall include approximately six acres and shall include all the property from the existing Whitaker driveway south to the south access road as shown on the Annexation Concept Plan. No street entrance for the

Museum Parcel shall be allowed on to River Road. The Museum Parcel shall be accessed from the southern loop road, east of the intersection with River Road. Buildings on the Museum Parcel shall be limited to the existing barn/museum. It is expressly agreed that the existing barn/museum is not a residential unit, has not been approved as such, and will not be used as such until a certificate of occupancy is issued by the City for the building.

However, it is agreed that Whitaker and/or assigns shall be allowed to apply for one Rural Preservation Subdivision on the Museum Parcel under chapter 16.18 of the existing Midway City code. The application shall be subject to the following restrictions, but shall be approved if it complies: 1) the Museum Parcel shall have a restricted building envelope to preserve the view corridor, which shall start on the west side of the existing barn/museum, running 134 feet north and south consistent with the existing fencing, and extending east 150 feet (*see* Exhibit E); 2) buildings within the building envelope shall be restricted to 25 feet in height; 3) the residential unit on the Museum Parcel shall count as one of the approved residential units on the Whitaker Parcel (meaning that if a residential unit is built on the Museum Parcel the Whitaker Parcel shall be restricted to either 3 residential units (including the Whitaker home) or 11 units in a PUD). No further subdivision or development beyond the Rural Preservation Subdivision shall be allowed on the Museum Parcel. The Museum Parcel shall not be included in the HOA, but the owner of the parcel shall have the on-going obligation to maintain the property in approved agricultural uses which are limited to cultivated crops, pasturing of animals, and community gardens.

- 10) Access to Provo River: The Applicants have been deeded an access to the Provo River as shown on the Annexation Concept Plan, in accordance with the legal rights granted to Tom Whitaker in the document attached as Exhibit F. Applicant shall cause to be put on the development plat, a note which shall indicate the following:
- i. The access to the Provo River is not a public access. (Appropriate signage shall be placed near the access point alerting the public to this limitation).
 - ii. Midway City in no way guarantees or implies access to the Provo River to lot owners within the Annexation Parcel, or any subdivision thereof. Midway City has no authority to grant access across property owned by the Provo River Mitigation Commission.
 - iii. The rights of access granted under this agreement can in no way exceed those rights granted to Tom Whitaker. Neither the public nor the property owners in the subdivision shall have any claim for access that exceeds the current rights of Tom Whitaker. This restriction shall be noted in the CC&Rs and placed as a note on the Plat.

11) Time to Record: Upon execution of the Annexation Agreement, the City shall record the appropriate and required documents with Wasatch County and the State of Utah according to the time limits and requirements set forth in Utah Code. If the Annexation Agreement is not executed by the applicant within 30 days of adopting the ordinance, the annexation application shall be deemed to be denied, this Annexation Agreement shall be null and void, and applicant will be required to reapply for annexation.

9. Miscellaneous Provisions:

- A. **Headings.** The descriptive headings of the paragraphs of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
- B. **Authority.** The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, the City Council and/or Mayor on behalf of the City and the Applicant on behalf of the property within the Annexation Parcel. The parcels of property that are not signatories to this Agreement but that are included in the Annexation are bound by the terms of this Agreement pursuant to State Law. The Applicant represents and warrants that each Party is fully authorized and validly existing under the laws of the State of Utah, if applicable. The Applicant and the City warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Parties on whose behalf each individual is signing. The Applicant represents to the City that by entering into this Agreement, the Applicants have bound themselves, all the owners of the Annexation Property, and all persons and entities having any current or future legal or equitable interest in the Annexation Property, to the terms of this Agreement.
- C. **Entire Agreement.** This Agreement, including Exhibits, constitutes the entire agreement between the Parties, except as supplemented by Midway City Ordinances, Resolutions, policies, procedures and plans. Unless specifically provided herein, nothing in this Agreement shall relieve the Applicant or Developer from meeting all other applicable City ordinances, rules, regulations and standards. Prior to actual development, the Applicant or Developer will be required to enter into a development agreement with the City, and to meet all other City requirements.
- D. **Amendment of this Agreement.** This Agreement may not be amended, in whole or in part, except by the mutual written consent of the Parties to this Agreement or by their successors in interest or assigns. Any such amendment to this Agreement shall be recorded in the official records of the Wasatch County Recorder's Office.
- E. **Severability.** If any of the provisions of this Agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which Agreement shall otherwise remain in full force and effect.

- F. **Governing Law.** The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.
- G. **Remedies.** If any Party to this Agreement breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in equity.
- H. **Attorney's Fees and Costs.** If any Party brings legal action either because of a breach of the Agreement or in order to enforce a provision or term of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and court costs.
- I. **Binding Effect.** The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Annexation Property. The Agreement shall be incorporated by reference in any instrument purporting to convey an interest in any portion of the Annexation Property. The terms of this Agreement and the obligations of the Applicant hereunder shall be binding upon all present and future owners of the Annexation Property and shall be appurtenant to, and shall run with, said land.
- J. **Third Parties.** There are no third-party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.
- K. **No Agency or Partnership Created.** Noting contained in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the Parties.
- L. **Recording.** Upon execution, this Agreement shall be recorded in the official records of the Wasatch County Recorder.

IN WITNESS HEREOF, this Agreement has been entered into by and between the Applicant and the City as of the date and year first above written.

Remainder of Page Intentionally Left Blank

Signature Page Follows

CITY OF MIDWAY

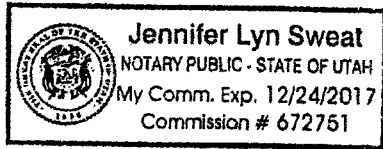
Attest:

Colleen C. Bonner
Colleen Bonner, Mayor

Brad Wilson
Brad Wilson, City Recorder

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 20 day of December 2017, by Colleen Bonner, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.



Jennifer Lyn Sweat
NOTARY PUBLIC

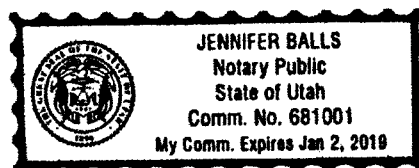
APPLICANT

Thomas S. Whitaker
Thomas S. Whitaker, Individually

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2017, by Thomas S. Whitaker, who executed the foregoing instrument in his individual capacity as the Applicant.

Jennifer Balls
NOTARY PUBLIC

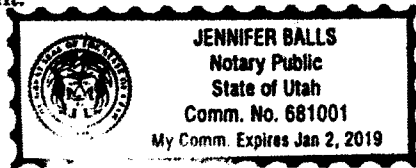


APPLICANT

Linda Whitaker
Linda Whitaker, Individually

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2017, by Linda Whitaker, who executed the foregoing instrument in her individual capacity as the Applicant.



Jennifer Balls
NOTARY PUBLIC

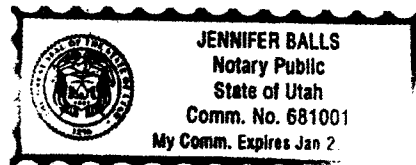
Midway Meadows Ranch, LLC

Thomas Whitaker

By: Thomas Whitaker
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2017, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Manager of Midway Meadows Ranch, LLC.



Jennifer Balls
NOTARY PUBLIC

Thomas S. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

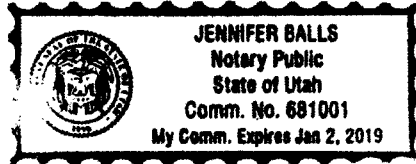
Thomas S. Whitaker

By: Thomas Whitaker

Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2017, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Trustee of the The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Jennifer Balls
NOTARY PUBLIC

Linda P. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

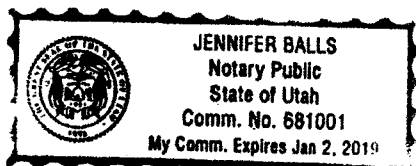
Linda P. Whitaker

By: Linda P. Whitaker

Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

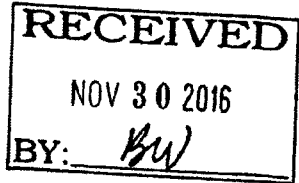
The foregoing instrument was acknowledged before me this 19 day of DECEMBER 2017, by Linda P. Whitaker, who executed the foregoing instrument in her capacity as Trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Jennifer Balls
NOTARY PUBLIC

Exhibit "A"

ANNEXATION PETITION



PETITION FOR ANNEXATION INTO MIDWAY CITY

We the undersigned owners of certain real property lying contiguous to the present municipal limits of Midway City hereby submit this Petition for Annexation and respectfully represent the following:

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated;
2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Midway City, and the annexation thereof will not leave or create an unincorporated island or peninsula;
3. The signatures affixed hereto are those of the owners of private real property that:
 - a. is located within the area proposed for annexation;
 - b. covers a majority of the private land area within the area proposed for annexation;
 - c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
 - d. lies contiguous to the present boundary of Midway City's corporate limits and is described in the attached *Exhibit A*, and is particularly located

between River Road and the Provo River, including Memorial Hill, at approximately 510 North River Road in Wasatch County, UT

4. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as *Exhibit B*. (Copies of the deed accompanies this petition.)
5. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed is owned by the signers of this petition is shown in the attached *Exhibit C*.
6. The total acres of private land and total assessed value of all private lands sought to be annexed are 164.52 acres and \$9,415,500 assessed value. The ownership interests and assessed values of the privately-owned lands included in this annexation petition are shown in *Exhibit C*. *The total acreage of the entire annexation may contain more acreage due to the inclusion of public roads, public lands, or minor deed and title issues.*
7. The petitioners have caused an accurate plat or map of the above-described property to be prepared by Bing Christensen, P.L.S. a licensed surveyor, and Summit Engineering Group, Inc., which plat or map is attached herewith;

- 8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;
- 9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:
 - a. the request or petition was filed before the filing of the annexation petition, and
 - b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;
- 10. The petitioners request the property, if annexed, be zoned Residential Agriculture RA-1-43 and/or Recreation Resort RZ as per the Midway City Land Use Map

WHEREFORE, the Petitioners hereby request that this Petition be considered by the Midway City Council at its next regular meeting, December 14, 2016, that a resolution be adopted as required by law accepting this Petition for Annexation for further consideration, and that the governing body take such steps as required by law to complete the annexation herein petitioned.

Dated this 29th day of November, 2016.

PETITIONERS

Thomas S. Whitaker

PO Box 777, Midway, UT 84049

Thomas S Whitaker,
Trustee of
The Thomas and Linda Whitaker Trust
Dated March 25, 1999
Contact Sponsor/Petitioner

Phone No. 801-836-9965
Email WHITAKERS777@GMAIL.COM

Thomas S Whitaker

PO Box 777, Midway, UT 84049

Thomas S Whitaker, Manager
Midway Meadows Ranch, LLC
Petitioner

Phone No. 801-836-9965



P.O. Box 176
55 West Center
Heber City, Utah 84032
Phone: 435.654.9229
Fax: 435.654.9231
www.summitteg.com

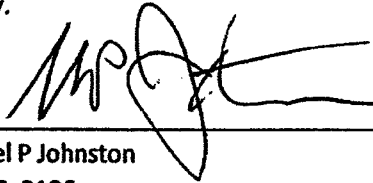
**PROPOSED
WHITAKER FARMS ANNEXTION
INTO MIDWAY CITY, UT**

ANNEXATION INFORMATION SHEET

CONTACT SPONSOR/PETITIONER: Tom Whitaker 801-836-9965
AGENT ENGINEER/LAND SURVEYOR: Mike Johnston, Summit Engineering Group 435-654-9229
TOTAL ANNEXATION AREA: 178.27 ac
ANTIICIPATED TIMETABLE: Development in 2017 of the core Whitaker Farms project (80 ac)
WATER DISCLOSURE: There are 75 shares of Midway Irrigation available for the proposed 80-ac development project

CERTIFICATION OF DELIVERY OR MAILING:

I, Michael P. Johnston, hereby certify that I have hand-delivered a complete copy of the Annexation Petition and Annexation Plat to the Wasatch County Clerk's office and also to the Chair of the Midway Planning Commission on November 30, 2016. I further certify that on November 30, 2016 I have mailed a Notice of Intent letter and a copy of the Annexation Plat to all owners of record of the real property within the annexation boundary, and also to owners of record of the real property that is within 300 feet of the proposed annexation boundary.



Michael P Johnston
Nov. 30, 2106

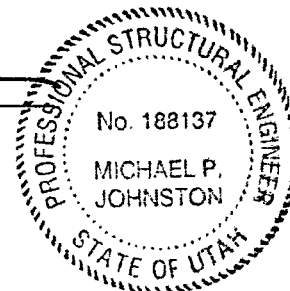


EXHIBIT A

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2659.13 FEET FROM THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE 1885 ORIGINAL MIDWAY CITY LIMITS AS REFERENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY NO. 360652, THE FOLLOWING TWO COURSES: (1) SOUTH 89°48'58" WEST 1435.57 FEET; (2) NORTH 00°06'47" WEST 2775.76 FEET TO THE SOUTHERN BOUNDARY OF RALPH HALL ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) NORTH 89°46'06" EAST 339.08 FEET; (2) NORTH 00°02'18" WEST 293.20 FEET TO THE SOUTHERN BOUNDARY OF 808 RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2059.68 FEET; (2) SOUTH 00°10'10" EAST 421.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET; (4) SOUTH 18°25'10" EAST 66.51 FEET; (5) SOUTH 10°16'10" EAST 94.00 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 221202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'29" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 245.07 FEET; (3) SOUTH 21°07'10" EAST 82.27 FEET; (4) SOUTH 02°39'15" WEST 102.71 FEET; (5) SOUTH 17°08'31" WEST 140.73 FEET; (6) SOUTH 06°05'45" WEST 64.07 FEET; (7) SOUTH 02°57'09" EAST 82.00 FEET; (8) SOUTH 32°09'13" EAST 123.39 FEET; (9) SOUTH 09°01'38" EAST 115.86 FEET; (10) SOUTH 12°11'03" WEST 223.51 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 219025 THE FOLLOWING TWO COURSES: (1) SOUTH 12°11'03" WEST 475.80 FEET; (2) SOUTH 27°44'45" WEST 188.47 FEET TO A SURVEYED BOUNDARY LINE AS EVIDENCED IN RECORD OF SURVEY FILE NO. 1594;

THENCE ALONG SAID SURVEYED BOUNDARY AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1594 THE FOLLOWING FIVE COURSES: (1) SOUTH 89°51'40" WEST 327.57 FEET; (2) SOUTH 89°37'09" WEST 781.56 FEET; (3) SOUTH 10°05'48" EAST 628.12 FEET; (4) NORTH 89°53'18" WEST 93.35 FEET; (5) SOUTH 02°53'18" WEST 100.81 FEET TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 162.62 ACRES.

EXHIBIT 'B'

DEEDS OF PETITIONERS

Ent 421908 Bk 1152 Pg 1302-1302
Date: 09-MAR-2016 10:05:51AM
Fee: \$10.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
P.O. Box 777
Midway, Utah 84049

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, Midway Meadows Ranch, LLC, QUIT CLAIM to: THE THOMAS AND LINDA WHITAKER TRUST, dated the 25th day of March, 1999, Thomas S. Whitaker and Linda P. Whitaker, TRUSTEE(S), the following described real property in the County of Wasatch, State of Utah.

BEG S 0°03' E 399 FT OF N1/4 COR OF SEC 35, T3S, R4E, SLM: E 545.87 FT; S 0°03' E 399 FT; W 545.87 FT; N 0°03' W 399 TO BEG.

PARCEL NO. 00-0012-1322

SERIAL NO. OWC-0391-1-035-034

25th
Executed on ~~25th~~ day of February, 2016, at Salt Lake City, Utah.

Midway Meadows Ranch, LLC

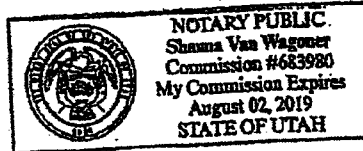
Thomas S. Whitaker
Thomas S. Whitaker, Manager

ss. } STATE OF UTAH
 } *Wasatch*
 } COUNTY OF ~~SALT LAKE~~

25th
On this ~~25th~~ day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker, manager of Midway Meadows Ranch, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it on behalf of Midway Meadow Ranch, LLC.

WITNESS my hand and official seal.

Shanna Van Wagoner
Notary Public in and for said State



WHEN RECORDED MAIL TO:
Midway Meadows Ranch, LLC
P.O. Box 777
Midway, Utah 84049

Ent 421907 Bk 1152 Pg 1301-1301
Date: 09-MAR-2016 10:05:42AM
Fee: \$10.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows Ranch, LLC, the following described real property in the County of Wasatch, State of Utah.

BEG E 545.87 FT OF N1/4 COR SEC 35, T3S, R4E, SLM; E 272.93 FT; S 0°03' E 798 FT; W 272.93 FT; N 0°03' W 798 FT TO BEG.

PARCEL NO. 00-0007-5957

SERIAL NO. OWC-0391-0-035-034

^{24th} Executed on ^{24th} day of February, 2016, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

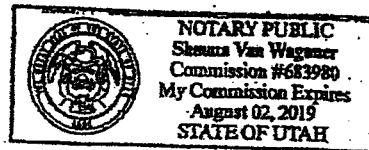
Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } Wasatch
 } COUNTY OF ~~SALT LAKE~~

^{24th} On this ^{24th} day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Sherron Van Wagener
Notary Public in and for said State



Ent 421908 Bk 1152 Pg 1302-1302
Date: 09-MAR-2016 10:05:51AM
Fee: \$10.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
P.O. Box 777
Midway, Utah 84049

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged, Midway Meadows Ranch, LLC, QUIT CLAIM to: THE THOMAS AND LINDA WHITAKER TRUST, dated the 25th day of March, 1999, Thomas S. Whitaker and Linda P. Whitaker, TRUSTEE(S), the following described real property in the County of Wasatch, State of Utah.

BEG S 0°03' E 399 FT OF N1/4 COR OF SEC 35, T3S, R4E, SLM: E 545.87 FT; S 0°03' E 399 FT; W 545.87 FT; N 0°03' W 399 TO BEG.

PARCEL NO. 00-0012-1322

SERIAL NO. OWC-0391-1-035-034

24th
Executed on ~~25th~~ day of February, 2016, at Salt Lake City, Utah.

Midway Meadows Ranch, LLC

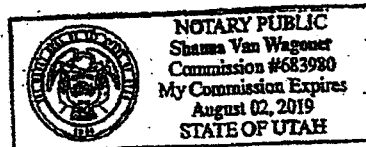
Thomas S. Whitaker
Thomas S. Whitaker, Manager

ss. } STATE OF UTAH
 } *Wasatch*
 } COUNTY OF ~~SALT LAKE~~

24th
On this ~~25th~~ day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker, manager of Midway Meadows Ranch, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it on behalf of Midway Meadow Ranch, LLC.

WITNESS my hand and official seal.

Shanna Van Wagoner
Notary Public in and for said State



WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

Ent 361659 Bk 1019 Pg 832-833
Date: 12-AUG-2010 11:24:32AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

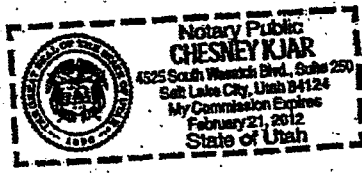
Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Chesney Kjar
Notary Public in and for said State



Ent 467422 Bk 1262 Pg 1863

Ent 446998 Bk 1211 Pg 1374

Ent 361659 Bk 1019 Pg 0833

Exhibit A

BEG 65.5 RD S OF NE COR SEC 35, T3S, R4E, SLM; S 10.50 RD; W 45 LK; S 10.115 CH; W 25.935 CH; N. 32°39' W 170.8 FT; N. 43°56' W 350 FT; N. 56°56' W 100 FT; N. 61°18' W 150 FT; N. 80°40' W 100 FT; W 300 FT; N 254.5 FT; E 160 RD TO BEG. AREA 42 ACRES (LESS 0.27 ACRES TO OWC-0397) NET AREA: 41.73 ACRES +- 01/18/2002

SERIAL #: 00-0007-5965 / OWC-0392-0-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

Ent 361657 Bk 1019 Pg 828-829
Date: 12-AUG-2010 11:23:45AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

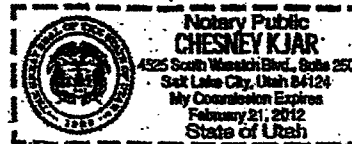
Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Chesney Kjar
Notary Public in and for said State



Ent 446998 Bk 1211 Pg 1376

Ent 467422 Bk 1262 Pg 1865

Ent 361657 Bk 1019 Pg 0829

Exhibit A

BEG E. 818.8 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; E. 272.93 FT; S. 00°03' E. 798 FT;
W. 272.93 FT; N. 00°03' W. 798 FT TO BE G. AREA 5.00 ACRES

SERIAL #: 00-0012-1330 / OWC-0391-2-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

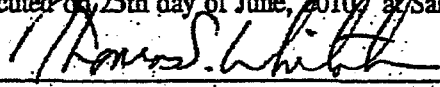
Ent 361656 Bk 1019 P 826-827
Date: 12-AUG-2010 11:23:20AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

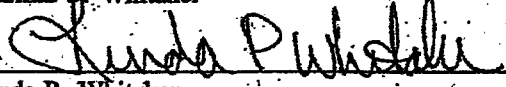
FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

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reference made a part hereof.

Executed on 25th day of June, 2010 at Salt Lake City, Utah.



Thomas S. Whitaker

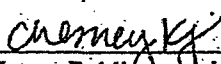


Linda P. Whitaker

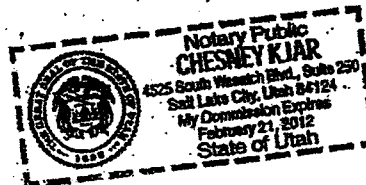
ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Notary Public in and for said State



Ent 446998 Bk 1211 Pg 1378

Ent 467422 Bk 1262 Pg 1867

Ent 361656 Bk 1019 Pg 0827

Exhibit A

BEG E. 1091.73 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; E. 272.93 FT; S. 00°03' E. 798 FT;
W. 272.93 FT; N. 00°03' W. 798 FT TO BEG. AREA 5.00 ACRES

SERIAL #: 00-0012-1348 / OWC-0391-3-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

Ent 361655 Bk 1019 Pg 824-825
Date: 12-AUG-2010 11:22:51AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

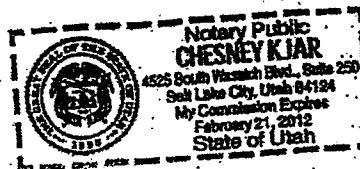
Linda P. Whitaker
Linda P. Whitaker

SS. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Chesney Kjar
Notary Public in and for said State



Ent 446998 Bk 1211 Pg 1380

Ent 467422 Bk 1262 Pg 1869

Ent 361655 Bk 1019 Pg 0825

Exhibit A

BEG E. 1364.66 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; E. 272.93 FT; S. 00°03' E. 798 FT;
W. 272.93 FT; N. 00°03' W. 798 FT TO BEG. AREA 5.00 ACRES

SERIAL #: 00-0012-1355 / OWC-0391-4-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

Ent 361654 Bk 1019 Pg 822-823
Date: 12-AUG-2010 11:22:19AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010 at Salt Lake City, Utah.

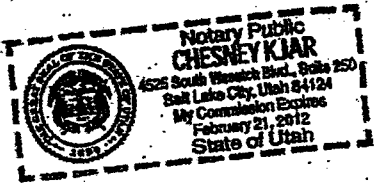
Thomas S. Whitaker
Thomas S. Whitaker

Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.
Chesney Kjar
Notary Public in and for said State



Ent 446998 Bk 1211 Pg 1382

Ent 467422 Bk 1262 Pg 1871

Ent 361654 Bk 1019 Pg 0823

Exhibit A

BEG E. 1637.59 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; E. 272.93 FT; S. 00°03' E. 798 FT;
W. 272.93 FT; N. 00°03' W. 798 FT TO BEG. AREA 5.00 ACRES.

SERIAL#: 00-0012-1363 / OWC-0391-5-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

Ent 361653 Bk 1019 Pg 820-821
Date: 12-AUG-2010 11:21:46AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal:

Cremeykj
Notary Public in and for said State

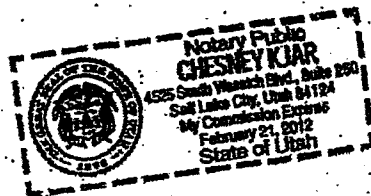


Exhibit A

BEG E. 1910.52 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; E. 272.93 FT; S. 00°03' E. 798FT;
W. 272.93 FT; N. 00°03' W. 798 FT TO BEG. AREA 5.00 ACRES

SERIAL #: 00-0012-1371 / OWC-0391-6-035-034

Ent 361652 Bk 1019 Pg 818-819
Date: 12-AUG-2010 11:21:01AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

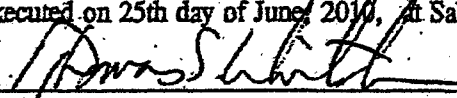
WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

QUIT CLAIM DEED


FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

The property is more particularly described on Exhibit "A" attached hereto and by this
reference made a part hereof.

Executed on 25th day of June, 2010, at Salt Lake City, Utah.



Thomas S. Whitaker

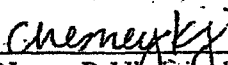


Linda P. Whitaker

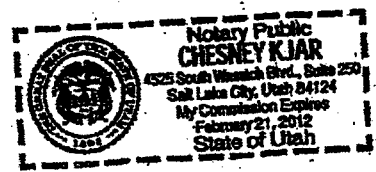
ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 25th day of June, 2010, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.



Notary Public in and for said State



Ent 446998 Bk 1211 Pg 1386

Ent 467422 Bk 1262 Pg 1875

Ent 361652 Bk 1019 Pg 0819

Exhibit A

BEG S. 00°03' E. 798 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; S. 00°03' E. 282.75 FT; e.
2640FT; N. 774.25 FT; N. 58°09' W. 126.7 FT; N. 34°21' W. 101.4 FT; N. 10°06' W. 94 FT; N.
18°15' W. 66.74 FT; W. 255.27 FT; S. 00°03' E. 798 FT; W. 2183.45 FT TO BEG. AREA
24.52 ACRES (LESS OWC-0391-8, 0.19 ACRES) NET AREA: 24.33 ACRES +-

SERIAL #: 00-0012-1389 / OWC-0391-7-035-034

WHEN RECORDED MAIL TO:
Thomas S. Whitaker
510 North River Road, Midway, Utah 84049

Ent #75361 Bk 0713 Pg 0577-0578
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 SEP 20 12:05pm Fee 15.00 MHC
FOR BRADLEY RICHARD H

QUIT CLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows Ranch,
LLC, a Utah Limited Liability Compan, the following described real property in the County
of Wasatch, State of Utah.

THE PROPERTY IS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A"
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Executed on 2nd day of August, 2004, at Salt Lake City, Utah.

Thomas S. Whitaker
Thomas S. Whitaker

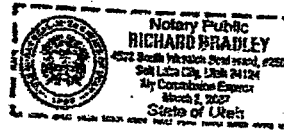
Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

On this 2nd day of August, 2004, before me, the undersigned, a Notary Public in and for said
State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are
subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Richard Bradley
Notary Public in and for said State



E 275361 B 0713 P 0578

EXHIBIT "A"

Beginning at the center of a 16.5 feet wide highway access opening, which point is West a distance of 1366.55 feet and North a distance of 1803.98 feet and North 88°11'20" East a distance of 151.38 feet and along the highway right of way line on a non-tangent curve to the left with a beginning radial of North 84°09'56" West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of 00°37'33" from the South one quarter corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence along the highway right of way line on a non-tangent curve to the left with a beginning radial of North 84°47'29" West, having a radius of 6925.60 feet; thence along the arc of said curve 302.55 feet through a central angle of 02°30'11"; thence North 81°53'55" East a distance of 298.00 feet; thence South a distance of 343.92 feet; thence North 89°58'42" West a distance of 315.90 feet to the center of the highway access opening, to the point of beginning.

Commencing West 892.06 feet and North 1883.95 feet from the South one quarter corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence North a distance of 343.92 feet; thence North 81°53'55" East a distance of 63.25 feet; thence South a distance of 352.86 feet; thence North 89°58'42" West a distance of 62.62 feet to the point of beginning.

Beginning at the center of a 16.5 feet wide Highway Access Opening, which point is West a distance of 1366.55 feet and North a distance of 1803.98 feet and North 88°11'20" East a distance of 151.38 feet and along the Highway right of way line on a non-tangent curve to the left with a beginning radial of North 84°09'56" West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of 00°37'33" from the South one quarter corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence along the Highway right of way line on a non-tangent curve to the left with a beginning radial of North 84°47'29" West, having a radius of 6925.60 feet; thence along the arc of said curve 302.55 feet through a central angle of 02°30'11"; thence North 81°53'55" East a distance of 133.26 feet; thence South a distance of 320.64 feet; thence North 89°58'42" West a distance of 152.81 feet to the center of Highway Access Opening, to the point of beginning.

Together with an easement for ingress and egress over and across the Southerly 30 feet of the following described property:

Beginning at the center of a 16.5 feet wide Highway Access Opening, which point is West a distance of 1366.55 feet and North a distance of 1803.98 feet and North 88°11'20" East a distance of 151.38 feet and along the Highway Right of way line on a non-tangent curve to the left with a beginning radial of North 84°09'56" West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of 00°37'33" from the South one quarter corner of Section 29, Township 3 South, Range 5 East, Salt Lake Base and Meridian; thence along the Highway right of way line on a non-tangent curve to the left with a beginning radial of North 84°47'29" West, having a radius of 6925.60 feet; thence along the arc of said curve 302.55 feet through a central angle of 02°30'11"; thence North 81°53'55" East a distance of 133.26 feet; thence South a distance of 320.64 feet; thence North 89°58'42" West a distance of 152.81 feet to the center of the Highway Access Opening, to the point of beginning.

Ent 446998 Bk 1211 Pg 1389

Ent 467422 Bk 1262 Pg 1878

EXHIBIT 'C'

PROPERTY VALUATION & ACREAGE

EXHIBIT 'C'

ACREAGE WITHIN PROPOSED WHITAKER FARMS ANNEXATION

Annexation requires the "majority of the private land area" and "equal in value to at least 1/3 of the value of all private real property" within the area proposed for annexation.

Private Property Owned by Petitioners

Property Owner	Property Serial No.	Acreage	Market Value
Midway Meadows Ranch LLC	OWC-0293-3-026-034	1.00 acres	\$ 25,000
Thomas S. Whitaker Trust	OWC-0391-1-035-034	5.00 acres	\$ 1,136,666
Midway Meadows Ranch LLC	OWC-0391-7-035-034	24.52 acres	\$ 1,191,500
Midway Meadows Ranch LLC	OWC-0392-0-035-034	42.16 acres	\$ 1,606,676
Midway Meadows Ranch LLC	OWC-0391-0-035-034	5.00 acres	\$398,290
Midway Meadows Ranch LLC	OWC-0391-2-035-034	5.00 acres	\$250,000
Midway Meadows Ranch LLC	OWC-0391-3-035-034	5.00 acres	\$250,000
Midway Meadows Ranch LLC	OWC-0391-4-035-034	5.00 acres	\$250,000
Midway Meadows Ranch LLC	OWC-0391-5-035-034	5.00 acres	\$250,000
Midway Meadows Ranch LLC	OWC-0391-6-035-034	5.00 acres	\$250,000
Midway Meadows Ranch LLC	OWC-0438-1-036-034	1.11 acres	\$6,537
TOTALS		103.79 acres	\$ 5,614,669

Other Private Properties Included in Annexation Petition

Property Owner	Property Serial No.	Acreage	Market Value
Salazar, Robert E. and Julie M.	OWC-0394-0-035-034	3.00 acres	\$150,000
Salazar, Bobby and Julie M.	OWC-0293-0-026-034	5.71 acres	\$286,000
Salazar, Julie M.	OWC-0293-2-026-034	4.00 acres	\$575,202
Hobbit House LLC	OWC-0302-0-026-034	10.22 acres	\$414,000
Medby, Roger	OWC-0394-1-035-034	2.00 acres	\$292,398
Smart, Geoffery David Trust	OWC-0397-2-035-034	7.53 acres	\$426,500
White September LLC	OWC-0397-0-035-034	7.77 acres	\$438,500
Haueter, Hylton J. Trust	OWC-0397-1-035-034	19.50 acres	\$1,202,131
Haueter, Bernice C. Trust	OWC-0397-3-035-034	1.00 acres	\$16,100
TOTALS		60.73 acres	\$ 3,800,831

Total acres of Private Property of Annexation Petition=	164.52
---	--------

Total Value of Private Property Annexation Petition =	\$9,415,500
---	-------------

Percentage of Annexation Land Owned by Petitioners =	63%
--	-----

Percentage of Property Value owned by Petitioners =	60%
---	-----

EXHIBIT 'D'

**PROPERTY OWNERS WITHIN 300-FT
OF ANNEXATION BOUNDARY**

00-0012-1371
MIDWAY MEADOWS RANCH LLC
PO BOX 777
MIDWAY, UT 84049-0777

00-0007-5981
SALAZAR ROBERT E & JULIE M
PO BOX 318
MIDWAY, UT 84049-0318

00-0014-1452
RUSS AND CATHY WITT FAMILY LLC
1245 SOUTHFIELD RD
HEBER CITY, UT 84032-3711

00-0014-5388
HOLM MICHAEL P TR
399 RIVER RD
MIDWAY, UT 84049-6901

00-0006-4613
PETERSON JAN D
PO BOX 655
MIDWAY, UT 84049-0655

00-0006-4605
PELTON CAROL J
183 S CRESTVIEW RD
PAUL, ID 83347-5037

00-0006-4589
MILLER TERYL G TR
2330 E COTTONWOOD LN
SALT LAKE CITY, UT 84117-7670

00-0020-4229
HALL KATHRYN H
650 RIVER RD
MIDWAY, UT 84049-6929

00-0017-6573
HOBBIT HOUSE LLC
79 S MAIN ST STE 200
SALT LAKE CITY, UT 84111-1984

00-0014-1445
MKR PROPERTIES LLC
PO BOX 195
MIDWAY, UT 84049-0195

00-0012-1322
WHITAKER THOMAS S TR
PO BOX 777
MIDWAY, UT 84049-0777

00-0007-6054
WASATCH COUNTY
25 N. MAIN ST
HEBER CITY, UT 84032-1827

00-0002-4278
PLAWECKI NANCY
401 E 300 N
MIDWAY, UT 84049-6928

00-0014-5362
MCINTOSH EVELYN G TR
425 RIVER RD
MIDWAY, UT 84049-6987

00-0020-6991
BEAN DALLAS
551 RIVER RD
MIDWAY, UT 84049-6905

00-0007-6021
WHITE SEPTEMBER LLC
1795 SIDEWINDER DR. STE. 201B
PARK CITY, UT 84060-7489

00-0021-2043
DUNCAN ROBERT K
PO BOX 373
MIDWAY, UT 84049-0373

00-0007-6039
HAUETER HYLTON J TR
PO BOX 577
MIDWAY, UT 84049-057

00-0020-7963
UNITED STATES OF AMERICA
PO BOX 51338
PROVO, UT 84605-1338

00-0006-4738
CHAVEZ WILMA L
160 RIVER RD
MIDWAY, UT 84049-6843

00-0015-0701
MEDBY ROGER
560 RIVER RD
MIDWAY, UT 84049-6904

00-0014-5479
SMART GEOFFREY TR
2002 E. PRINCETON AVE
SALT LAKE CITY, UT 84108-1904

00-0006-4621
CHESLEY AARON
377 RIVER RD
MIDWAY, UT 84049-6901

00-0014-5370
HOLMES DOUGLAS G
455 RIVER RD
MIDWAY, UT 84049-6987

00-0020-6992
BLISS MICHAEL B
640 ST ANDREWS DR
MIDWAY, UT 84049-6005

00-0015-0024
DUNFORD TRACY J
232 BELLA BEACH CIR
DEPOE BAY, OR 97341-9613

00-0014-5909
HAUETER BERNICE C TR
330 300 E APT 9
LOGAN, UT 84321-4137

00-0020-2719
HORIZON PROVIDER LC
1341 E WOODHILL CIR
SANDY, UT 84092

00-0014-1502
DODGE KARL LYNN & GUNDA LE TR
975 SWISS ALPINE RD
MIDWAY, UT 84049-6000

00-0006-6279
GOLD BRENT A & DEMKOWICZ JOHN
PO BOX 1994
PARK CITY, UT 84060-1994

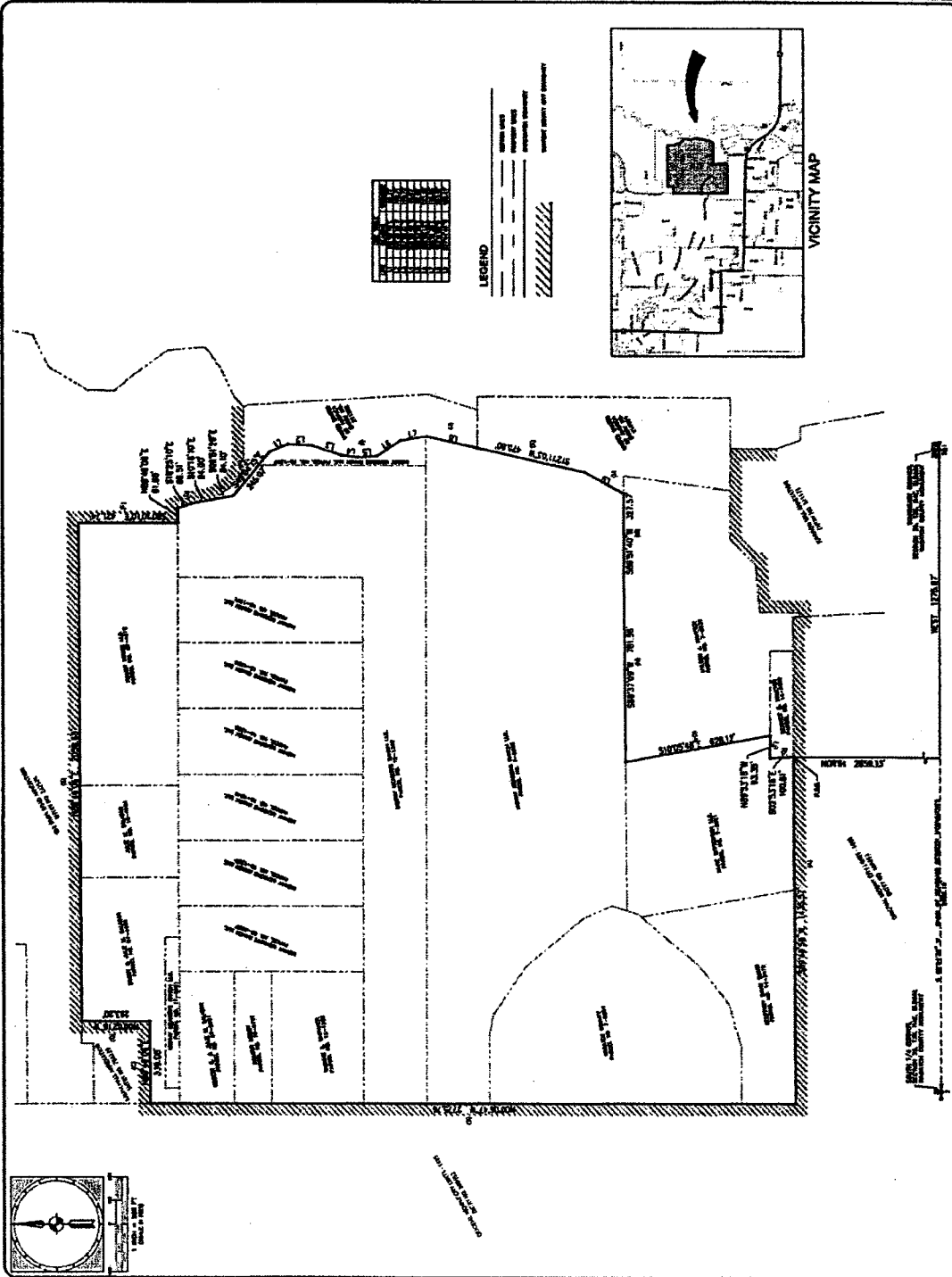
00-0020-6365
DOS PALOS PROPERTIES LLC
7825 SHADY GROVE AVE.
BURBANK, CA 91504-1036

00-0020-6364
SPRATLING LIMITED LP
PO BOX 17403
HOLLIDAY, UT 84117-0403

00-0006-6238
STEVENS VICKY L
PO BOX 1473
MIDWAY, UT 84049-1473

Exhibit "B"

MAP OF PROPOSED ANNEXATION



BOUNDARY DESCRIPTION

THIS PLAN IS A SURVEY OF THE WHOLE OR PART OF A TRACT OF LAND, AND THE BOUNDARIES THEREOF, AS SHOWN ON THIS PLAN, ARE THE RESULT OF A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THE ACCURACY OF THE SAME IS GUARANTEED BY ME OR UNDER MY SUPERVISION AND CONTROL.

BASIS OF BEARINGS

BEARINGS AND DISTANCES WERE OBTAINED BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THE ACCURACY OF THE SAME IS GUARANTEED BY ME OR UNDER MY SUPERVISION AND CONTROL.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A LICENSED SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THE ACCURACY OF THE SAME IS GUARANTEED BY ME OR UNDER MY SUPERVISION AND CONTROL.

SURVEYOR'S NARRATIVE

THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE TRACT OF LAND SHOWN ON THIS PLAN INTO LOTS, AND THE BOUNDARIES THEREOF ARE SHOWN ON THIS PLAN. THE BOUNDARIES WERE OBTAINED BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THE ACCURACY OF THE SAME IS GUARANTEED BY ME OR UNDER MY SUPERVISION AND CONTROL.

ACCEPTANCE BY LEGISLATIVE BODY

THIS SURVEY WAS MADE FOR THE PURPOSE OF DIVIDING THE TRACT OF LAND SHOWN ON THIS PLAN INTO LOTS, AND THE BOUNDARIES THEREOF ARE SHOWN ON THIS PLAN. THE BOUNDARIES WERE OBTAINED BY ME OR UNDER MY SUPERVISION AND CONTROL, AND THE ACCURACY OF THE SAME IS GUARANTEED BY ME OR UNDER MY SUPERVISION AND CONTROL.

DATE: _____ BY: _____

COUNTY SURVEYOR

COUNTY RECORDER

Summit Engineering Group Inc.
 Surveyors & Engineers
 1000 S. 1000 E. STE. 100
 PROVO, UT 84604

PROJECT NO. _____
 DRAWING NO. _____
 DATE: _____

LOCATION OF THE WHOLE OR PART OF A TRACT OF LAND, AS SHOWN ON THIS PLAN, IS IN THE COUNTY OF _____, STATE OF UTAH.

WASATCH COUNTY, UTAH

MIDWAY CITY
 WHITAKER FARM ANNEXATION

SCALE: 1" = 40'

DATE: _____

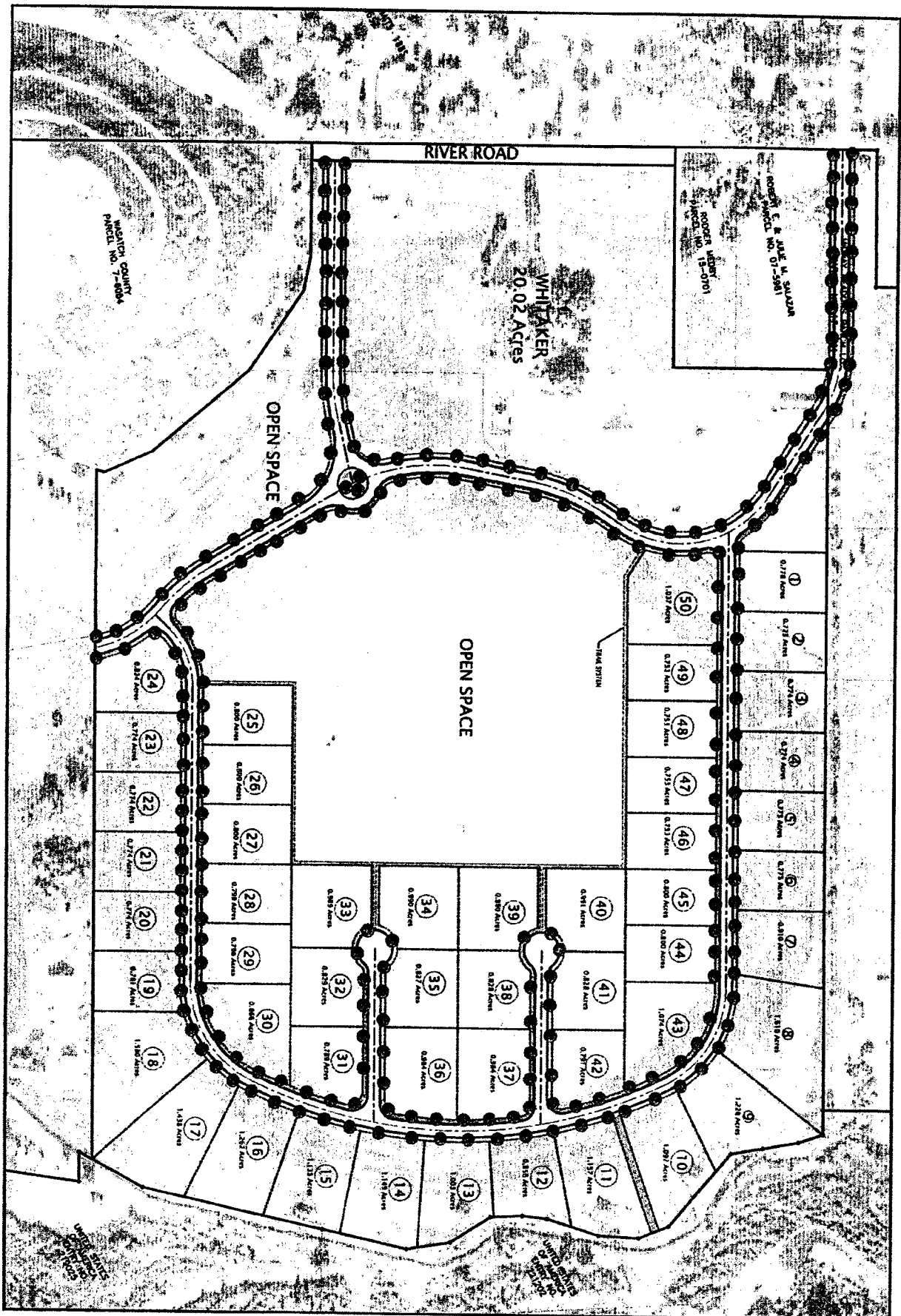
BY: _____

COUNTY SURVEYOR

COUNTY RECORDER

Exhibit "C"

ANNEXATION CONCEPT PLAN




<p>DATE: 1/16/23 L16-231 C-1</p>	<p>WHITAKER FARMS MIDWAY, UTAH ANNEXATION CONCEPT PLAN</p>	<p>OCT. 26, 2017</p>	<p>All plans, reports, and maps contained herein are the property of Summit Engineering Group, Inc. These plans are not to be used for any other project. This map is an advisory only and may not be relied upon without the professional opinion of Summit Engineering Group, Inc.</p>	 <p>Summit Engineering Group Inc. Surveying • Civil • Consulting</p>	<p>DO NOT COVER SHEET FOR THE RECORD COPY OF THE PLANS DATE: 02/04/2023</p>
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Exhibit "D"

PARK FEE CALCULATION

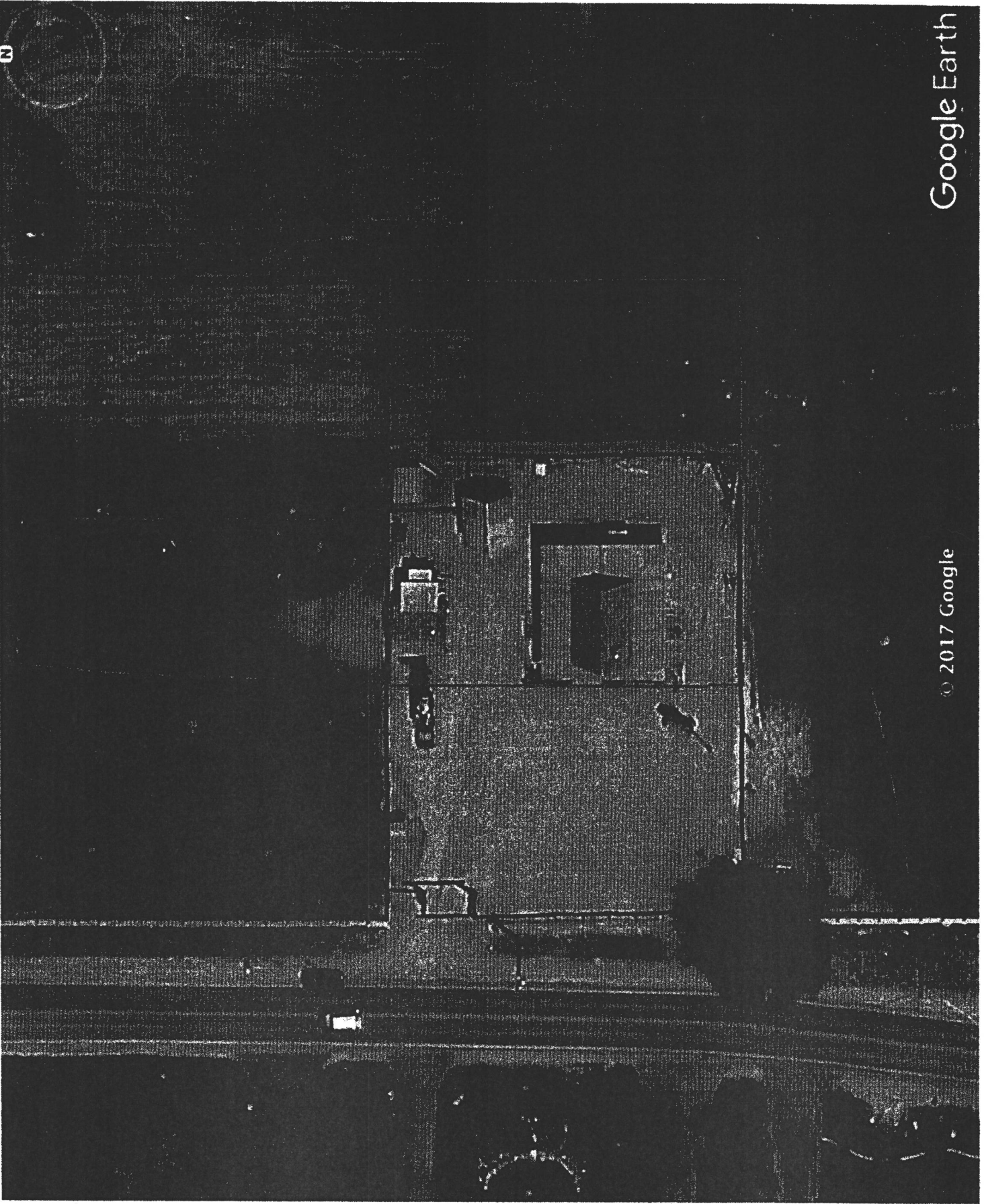


Whitaker Farm **Parks Annexation Donation**

As required by the approval of the Whitaker Farm Annexation, \$87,789.17 will be paid to Midway as a parks annexation donation. The fee is based on 149.02 acres that will be annexed which includes the entire acreage of the annexation except for the County owned Memorial Hill parcel. The average cost per acre annexed into Midway has paid \$589.11. Therefore, the required parks annexation donation fee is \$87,789.17 that must be paid before the recording of the annexation plat.

Exhibit "E"

BUILDING ENVELOPE ON MUSEUM PARCEL



2

Google Earth

© 2017 Google

EXHIBIT F
WHITAKER RIVER ACCESS



Contract No. 00-LA-4b-0090

Parcel No. PRRP-91(Fee)

UNITED STATES
DEPARTMENT OF THE INTERIOR

PROVO RIVER RESTORATION
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

00221201 Bk 00450 Pg 00403-00408
WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 JAN 24 09:59 AM FEE \$20.00 BY HHC
REQUEST: COALITION TITLE

THIS CONTRACT, made this 16 day of December, 19 99 in pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Fish and Wildlife Coordination Act of 1934 (16 U.S.C.A. §§ 661-67) as amended, the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982) and all Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, between THE UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

THOMAS S. WHITAKER AND LINDA WHITAKER,
as joint tenants

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed, with covenants of warranty, convey to the United States, its successors and assigns, free of lien or encumbrance except as otherwise provided herein, in fee title, real estate situated in the County of Wasatch, State of Utah, and being more particularly described as follows:

PARCEL NO. PRRP-91 (Fee)

A parcel of land located in the Northeast Quarter (NE¼) of Section Thirty-five (35) and the Northwest Quarter (NW¼) of Section Thirty-six (36) all in Township Three (3) South, Range Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE¼) of Section Thirty-five (35), Township Three (3) South, Range Four (4) East, Salt Lake Base and Meridian, thence North 89 46'06" East Two Thousand Four Hundred Sixty One and Four Tenths

Feet (2461.4) feet along the section line to the southwesterly line of the Eccles property described in Book 265 at Page 118 of the Wasatch County records; thence along said property the following two courses: South 18 25'10" East Sixty-six and Fifty-one (66.51) feet, and South 10 16'10" East Ninety-four (94) feet to the TRUE POINT OF BEGINNING of the herein described property; and running thence along said property South 34 31'10" East One Hundred One and Forty Hundredths (101.40) feet; thence South 58 19'10" East One Hundred Twenty-six and Seventy Hundredths (126.70) feet; thence North 00 10'10" West Twenty-one and Five Hundredths (21.05) feet to a point Seventeen and Three Tenths (17.3) rods south of the north line of said quarter section; thence North 89 37'32" East Two Hundred Fourteen and Eighty-two Hundredths (214.82) feet to the west line of that property described in Book 93 at Page 190 of said records; thence following the boundaries of said property South 28 30'14" East Twenty-three and Eighty-four Hundredths (23.84) feet; thence South 03 20'14" East Seven Hundred Eighty (780.00) feet; thence South 16 31'46" West Two Hundred Twenty-Two and Seventy-one Hundredths (222.71) feet to the north boundary of that property described in Book 175 at Page 245 of said records; thence North 89 47'29" West One Hundred Fifty-six and Forty Hundredths (156.40) feet to an existing fence line; then along said fence line North 12 11'03" East Two Hundred Twenty-three and Fifty-one Hundredths (223.51) feet; thence North 09 01'38" West One Hundred Fifteen and Eighty-six Hundredths (115.86) feet; thence North 32 09'13" West One Hundred Twenty-three and Thirty-nine Hundredths (123.39) feet; thence North 02 57'09" West Eighty-two (82.00) feet; thence North 06 05'45" East Sixty-four and Seven Hundredths (64.07) feet; thence North 17 08'31" East One Hundred Forty and Seventy-three Hundredths (140.73) feet; thence North 02 39'15" East One Hundred Two and Seventy-one Hundredths (102.71) feet; thence North 21 07'10" West Eighty-two and Twenty-seven Hundredths (82.27) feet; thence North 49 04'15" West Two Hundred Forty-five and Seven Hundredths (245.07) feet; thence North 09 51'29" West Eighty-four and Ten Hundredths (84.10) feet to the point of BEGINNING.

Parcel No. PRRP-91(Fee) contains a total of Four and Seven Hundred Seventy-one Thousandths (4.771) acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including minerals, sand and gravel, improvements, and all water and water rights appurtenant thereto.

3a. It is understood and agreed that the rights to be conveyed to the United States, as described in Article 3 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over, or across said lands in existence on such date.

3b. It is understood and agreed that as part of the Provo River Restoration Project, the United States will install a steel, field fence along the common boundary between the acquired property and the Vendor's remaining property. The United States will allow Vendor one (1), four (4) foot gate to provide access for the benefit of the Vendor to the corridor. Such access is limited to immediate household members only and up to ten (10) business patrons at any one time and is for foot access only. This access right is not transferable and is subject to future rules and regulations of the eventual managing entities of the river corridor.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3, and upon approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of One Hundred Ninety Six Thousand dollars (\$196,000.00) which will be sent directly to a financial institution by Direct Deposit/Electronic Funds Transfer.

5. The United States agrees to pay any rollback taxes assessed under the 1969 Farmland Assessment Act as a result of conveyance of the above-described property to the United States.

6. The Vendor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

7. In the event that liens or encumbrances other than those expressly provided herein, do

exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

8. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

9. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

10. After execution of this contract by the United States, the proper officers and agents of the United States shall, at all times, have unrestricted use of all property described herein to survey for and construct works of the United States, including reclamation works and structures and appliances incident thereto, free of any claim for damage or compensation on the part of the Vendor.

11. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

12. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction

shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

14. The terms of this contract will survive the conveyances provided for herein.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above-written.

THE UNITED STATES OF AMERICA

APPROVED

Christoph B. Rice
Field Solicitor Office

By Bruce E. Snyder
Realty Officer
Resources Management Division
Bureau of Reclamation,
Upper Colorado Region

Thomas S. Whitaker
Thomas S. Whitaker, Vendor

Linda Whitaker
Linda Whitaker, Vendor

00221201 Bk 00450 Pg 00407

ACKNOWLEDGMENT

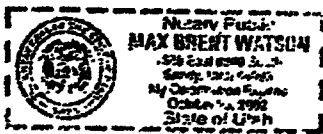
State of Utah)
) ss.
County of Wasatch

On this 16th day of December, 1999, personally appeared before me Thomas S. Whitaker and Linda Whitaker to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Max Brent Watson
Notary Public in and for the
State of
Residing at

(SEAL)



00221201 Bk 00450 Pg 00408

Ent 467422 Bk 1262 Pg 1898

Ent 446998 Bk 1211 Pg 1409

Exhibit B

WHITTAKER FARMS ANNEX BOUNDARY

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2659.13 FEET FROM THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE 1885 ORIGINAL MIDWAY CITY LIMITS AS REFERENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY NO. 360652, THE FOLLOWING TWO COURSES: (1) SOUTH 89°48'58" WEST 1435.57 FEET; (2) NORTH 00°06'47" WEST 2775.76 FEET TO THE SOUTHERN BOUNDARY OF RALPH HALL ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) NORTH 89°46'06" EAST 339.08 FEET; (2) NORTH 00°02'18" WEST 293.20 FEET TO THE SOUTHERN BOUNDARY OF 808 RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2059.68 FEET; (2) SOUTH 00°10'10" EAST 421.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET; (4) SOUTH 18°25'10" EAST 66.51 FEET; (5) SOUTH 10°16'10" EAST 94.00 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 221202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'29" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 245.07 FEET; (3) SOUTH 21°07'10" EAST 82.27 FEET; (4) SOUTH 02°39'15" WEST 102.71 FEET; (5) SOUTH 17°08'31" WEST 140.73 FEET; (6) SOUTH 06°05'45" WEST 64.07 FEET; (7) SOUTH 02°57'09" EAST 82.00 FEET; (8) SOUTH 32°09'13" EAST 123.39 FEET; (9) SOUTH 09°01'38" EAST 115.86 FEET; (10) SOUTH 12°11'03" WEST 223.51 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 219025 THE FOLLOWING TWO COURSES: (1) SOUTH 12°11'03" WEST 475.80 FEET; (2) SOUTH 27°44'45" WEST 188.47 FEET TO A SURVEYED BOUNDARY LINE AS EVIDENCED IN RECORD OF SURVEY FILE NO. 1594;

THENCE ALONG SAID SURVEYED BOUNDARY AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1594 THE FOLLOWING FIVE COURSES: (1) SOUTH 89°51'40" WEST 327.57 FEET; (2) SOUTH 89°37'09" WEST 781.56 FEET; (3) SOUTH 10°05'48" EAST 628.12 FEET; (4) NORTH 89°53'18" WEST 93.35 FEET; (5) SOUTH 02°53'18" WEST 100.81 FEET TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 162.62 ACRES.

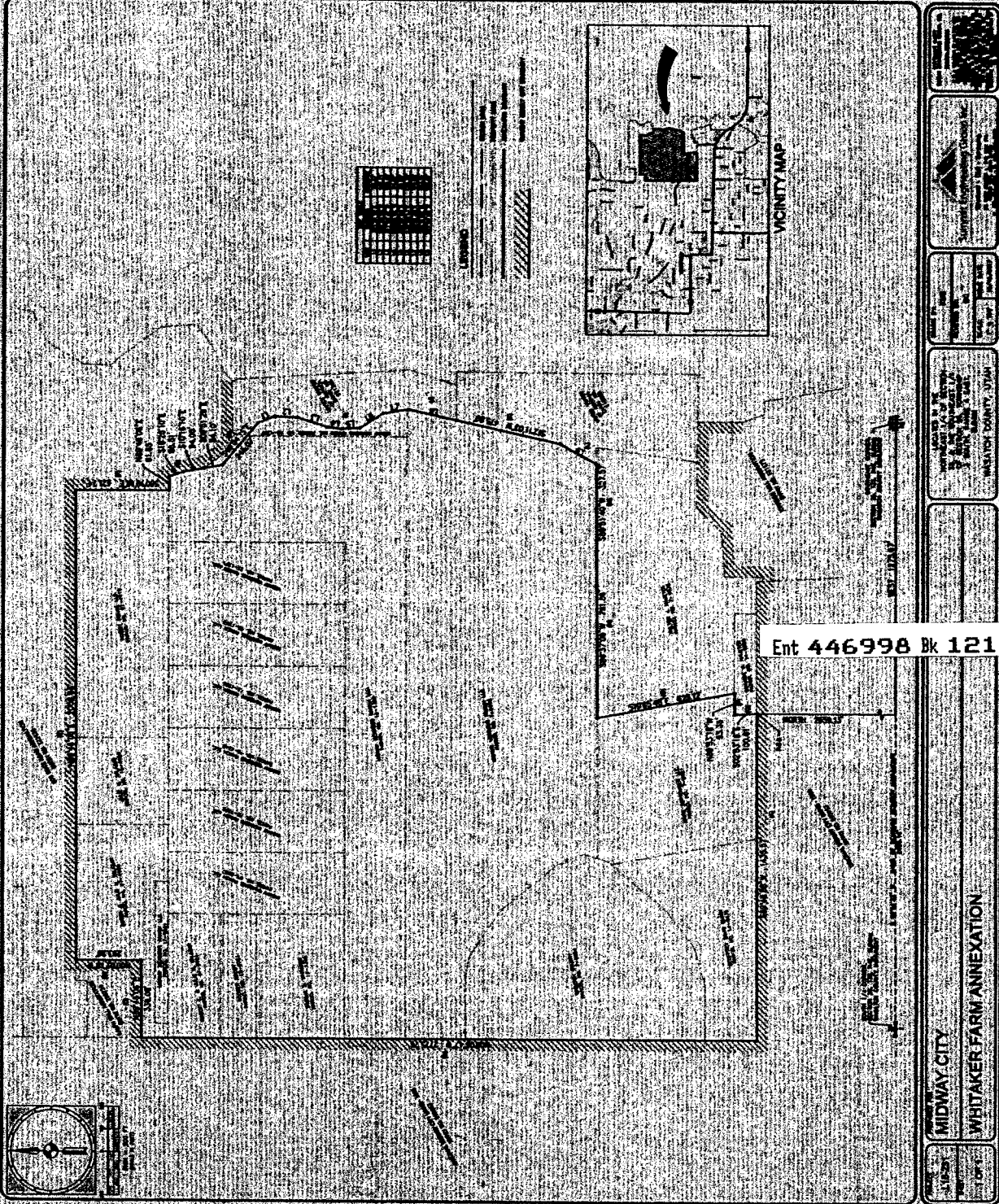
BOUNDARY DESCRIPTION
 THIS MAP IS A PLAN OF THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING AND IS NOT TO BE CONSIDERED AS A WARRANTY OF TITLE OR AS A GUARANTEE OF THE ACCURACY OF THE MEASUREMENTS THEREON. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE MEASUREMENTS MADE BY HIMSELF OR HIS ASSISTANTS AND TO THE CORRECTNESS OF THE CALCULATIONS MADE BY HIMSELF OR HIS ASSISTANTS. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE MEASUREMENTS MADE BY OTHER SURVEYORS OR THE CORRECTNESS OF THE CALCULATIONS MADE BY OTHER SURVEYORS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACCURACY OF THE MEASUREMENTS MADE BY HIMSELF OR HIS ASSISTANTS AND TO THE CORRECTNESS OF THE CALCULATIONS MADE BY HIMSELF OR HIS ASSISTANTS.

BASE OF MEASUREMENTS
 THE SURVEY WAS MADE ON THE BASIS OF MEASUREMENTS MADE BY THE SURVEYOR OR HIS ASSISTANTS AND ON THE BASIS OF MEASUREMENTS MADE BY OTHER SURVEYORS.

SURVEYOR'S CERTIFICATE
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey map as the same appears on file in my office.

SURVEYOR'S NARRATIVE
 THIS SURVEY WAS MADE FOR THE PURPOSE OF DETERMINING THE BOUNDARIES OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING. THE SURVEY WAS MADE ON THE BASIS OF MEASUREMENTS MADE BY THE SURVEYOR OR HIS ASSISTANTS AND ON THE BASIS OF MEASUREMENTS MADE BY OTHER SURVEYORS.

ACCEPTANCE BY LEGISLATIVE BODY
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey map as the same appears on file in my office.



LEGISLATIVE BODY
 I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the original survey map as the same appears on file in my office.

DATE
 12-30-12

BY
 [Signature]

TITLE
 Surveyor

Midway City Corporation

Mayor

Colleen Bonner

City Council

Ken Van Wagoner

Karl Dodge • Kent Kohler

Lisa Christen • Bob Probst



75 North 100 West

P.O. Box 277

Midway, Utah 84049

Phone: 435-654-3223

Fax: 435-654-4120

midwaycityut.org

Certification

I certify that the attached document (Amended Ordinance 2017-04) is a full, true and correct copy.


Brad Wilson, City Recorder

12/20/17
Date



Our vision for the City of Midway is to be a place where citizens, businesses and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walkable and visitor friendly. A community that proudly enhances its small town Swiss character and natural environment, as well as remaining fiscally responsible.

EXHIBIT C

Ent 467418 Bk 1262 Pg 1732-1761
Date: 30-AUG-2019 8:24:43AM
Fee: \$40.00 Check Filed By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: WHITAKER FARM DEVELOPMENT LLC

AMENDMENT TO ANNEXATION AGREEMENT FOR THE WHITAKER FARM ANNEXATION MIDWAY CITY, UTAH

An Annexation Agreement ("Agreement") was entered into on December 20, 2017 by and between Midway City, a political subdivision of the State of Utah, (hereinafter referred to as the "City"), and the following: Thomas Whitaker and Linda Whitaker, individually; Midway Meadows Ranch, LLC, a Utah Limited Liability Company; and Thomas S. and Linda P. Whitaker, trustees of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999 (hereinafter collectively referred to as the Applicant"), and the Salazar Family Trust, established on November 18, 2016 ("Salazar").

In accordance with paragraph 9(D) of the Agreement, the parties do hereby mutually agree to amend the Agreement as follows:

1. Paragraph 8(B)(1)(i) is hereby amended to read as follows:

Additional Conditions:

- 1) Access: As a condition of this Annexation Agreement, Applicant shall be required to improve River Road and construct other roads and trails at the time of development as follows:
 - i. Applicant/Developer, at its sole cost and expense, shall improve River Road as follows:
 - a. saw cut from the white lines of the existing roadway and add to each side 6 feet of asphalt, with one foot dedicated as a rumble strip separating vehicles from the bicycle lane, and the remaining 5 feet dedicated as a bicycle/walking trail;
 - b. The bicycle lanes shall meet the following requirements:
 - i. The bicycle lanes shall be designed and constructed according to plans approved by the City Engineer;
 - ii. The bicycle lanes shall be constructed entirely within the existing River Road easement. Midway City shall work with the developer to insure that the necessary improvements to River Road fit within that existing easement;
 - iii. The bicycle lanes shall continue from 200 feet north of the roundabout at the intersection of River Road and 600 North, and shall continue southerly along River Road to 200 feet south of the Memorial Hill roundabout. Once completed the City shall have full obligation to maintain the bicycle lanes.

- c. Applicant, at its sole cost and expense, shall install two roundabouts as follows:
 - i. Memorial Hill Roundabout:
 1. A roundabout will be installed on the southern end of the project as set forth in the plans attached as Exhibit A to this Amendment.
 2. Before final approval of the Memorial Hill Roundabout, written acceptance of the plan shall be obtained from Wasatch County. Midway City and Developer agree to work in good faith with the County to obtain the approval. Both parties recognize that the choice to accept the plan is out of either parties' control and that if approval cannot be obtained from the County the provisions of subparagraph 5 below shall apply.
 3. At the time of final approval of the Plat appropriate easements or land dedications shall be obtained from Wasatch County for the Memorial Hill Roundabout.
 4. Applicant, at its sole cost and expense, shall install the parking for Memorial Hill as set forth in Exhibit A of this Amendment, or as jointly approved by Midway City, Applicant and Wasatch County.
 5. Applicant at its sole cost and expense shall reasonably landscape the roundabout, and provide water and a water system for the same. It is expressly agreed that Applicant shall have no duty to install memorials, statues, flags, or structures of any kind within the roundabout. Upon completion and acceptance by Midway City, Midway City shall assume all on-going maintenance of the roundabout.
 6. The parties agree that if approval cannot be obtained from the County regarding the Memorial Hill roundabout within 90 days of the signing of this Amendment, all terms of this Amendment shall be null and void, and the terms of the original Annexation Agreement shall become again binding on the parties.

ii. 600 North Roundabout:

1. Applicant shall install, at its sole cost and expense, a roundabout on the northern end of the project as set forth in the plans attached as Exhibit B to this Amendment.
2. Applicant at its sole cost and expense shall reasonably landscape the roundabout, and provide water and a water system for the same. It is expressly agreed that Applicant shall have no duty to install memorials, statues, flags, or structures of any kind within the roundabout. Upon completion and acceptance by Midway City, Midway City shall assume all on-going maintenance of the roundabout.
3. As part of the roundabout the parties agree as follows:
 - a. Whitaker and Salazar will execute quit claim deeds to trade property in order to enable the roundabout:
 - i. Whitaker Quit Claim. Applicant shall provide a quit claim deed to Salazar for approximately 10,000 square feet comprised of approximately 10 feet along the northern boundary of the 600 North parcel and at the northwest corner of lot 1 as shown in Exhibit C.
 - ii. Salazar Quit Claim. Salazar shall provide a quit claim deed to Midway City approximately 10,000 square feet comprised of sections along River Road and at the eastern end of the 600 North parcel as shown in Exhibit C.
 - iii. Deed of Property to City for Roads. Applicant shall deed property to Midway City to enable the creation of the roundabout and Northern Access road when Midway City has given Final Plat Approval to the Whitaker Farm Development.

- iv. If final plat approval is not obtained by the Applicant and/or assigns Whitaker and Salazar agree to re-deed the property exchanged between them back to its original owner.
- b. In exchange for the land dedication from Salazar, Midway City agrees that Salazar shall be entitled to 3 buildable lots on its property in the location and size as set forth generally as Exhibit D to this Amendment.
- c. Salazar shall have the obligation to apply for a formal subdivision at the time they want to develop.
- d. Subdivision approval shall be given independent of lot size or any future city codes requiring minimum lot sizes in the 1-acre zone, however, no lot within the subdivision shall be smaller than 0.80 acres. No open space will be required within the subdivision, due to its size.
- e. All access for the Salazar subdivision shall be from 600 North and not River Road, and access to the most westerly lot shall be as far away from the roundabout as possible.
- f. In exchange for the land dedication from Salazar, Applicant shall install, at its own cost and expense, a road along the southern edge of the Salazar property (600 North) connecting to the roundabout, containing utilities necessary for development (sewer, water, electric, and gas) of the three Salazar lots and to stub utilities to the property lines of the three proposed lots in locations set forth in Exhibit D of this Amendment.
- g. Applicant shall provide drawings of the proposed lots and utility locations that Salazars can use at the time of their application for subdivision.

4. Pillars. Applicant shall, at its sole cost and expense, move the stone pillars on River Road located at the entry to Salazar property to a location mutually agreed on between Salazar and Applicant.
 5. Culverts and Ditches. Midway City shall work in good faith to maintain the open ditches and a rural aesthetic. The parties acknowledge a small seep of water on the northwest corner of the Salazar property, and the parties agree to work together in good faith to avoid interruption of the natural flow of this seep into the existing irrigation ditch.
 6. Through Street from 600 North. Midway City shall permanently remove from the Road System Master Plan the through street that currently runs from 600 N. eastward to the Provo River (excepting that portion that will be built to connect to the roundabout to the Whitaker development).
 7. No City Road on Salazar Property. No City road will be allowed on the Salazar property unless it is applied for by Salazar, or their assigns.
- d. Costs of roundabouts:
- i. The parties acknowledge that under the Annexation Agreement, Applicant was required to install an additional 22 feet of asphalt to River Road ("Original Cross Section"), the length of the development, at an estimated cost of \$418,000.00. See Exhibit F.
 - ii. Also attached as Exhibit F are estimated costs for reducing the cross section by approximately 12 feet of asphalt and putting in roundabouts instead ("Reduced Cross Section with Roundabouts"). Total estimated costs making these changes are \$412,000.00.
 - iii. The estimated cost savings are \$6,000.00.
 - iv. These estimates are based on Applicant's calculations, and are being accepted as correct by the City. All risk of these estimates being other than as represented shall be borne by Applicant.
 - v. Applicant agrees that any cost savings from putting in the Reduced Cross Section with Roundabouts shall inure to the benefit of the City, with the difference between the actual costs of the Reduced Cross Section with Roundabouts and

- the estimated costs of the Original Cross Section delivered to the City in either cash payment, or through extension of trails or other amenities in an amount equal to the savings.
- vi. Given the fact that the Applicant's estimations of putting in the Reduced Cross Section with Roundabouts actually reduces the costs to Applicant, City only agrees to assume a small portion of liability should the estimations be incorrect. Any cost overruns beyond what the Original Cross Section was estimated to be shall be partially covered by the City as follows: the City shall cover 10% of any cost overruns up to \$30,000.00. Any and all cost overruns beyond these amounts shall be borne solely by the Applicant.

The above-described improvements shall be completed by the Applicant or Applicant's agent within six (6) months from the execution of this Amendment.

IN WITNESS THEREOF, this Agreement has been entered into by and between the Applicant and the City as of the date and year first above written.

Remainder of Page Intentionally Left Blank

Signature Page Follows

CITY OF MIDWAY

Attest:

Celeste Johnson, Mayor

Brad Wilson, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 25 day of June, 2019, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.

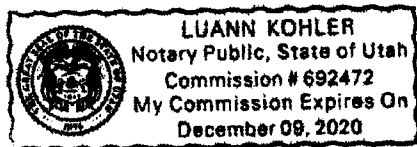
Jennifer Sweat
NOTARY PUBLIC

APPLICANT
Thomas S. Whitaker
Thomas S. Whitaker, Individually



STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Thomas S. Whitaker, who executed the foregoing instrument in his individual capacity as the Applicant.



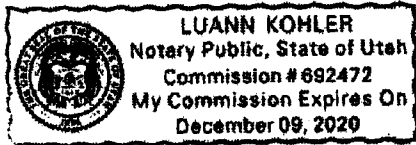
Luann Kohler
NOTARY PUBLIC

APPLICANT

Linda Whitaker
Linda Whitaker, Individually

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Linda Whitaker, who executed the foregoing instrument in her individual capacity as the Applicant.



Luann Kohler
NOTARY PUBLIC

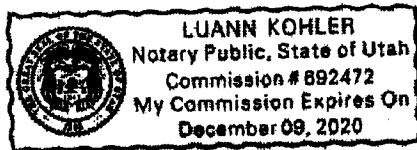
Midway Meadows Ranch, LLC

Thomas S. Whitaker

By: Thomas Whitaker
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Manager of Midway Meadows Ranch, LLC.



Luann Kohler
NOTARY PUBLIC

Thomas S. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

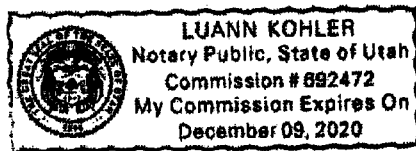
Thomas S. Whitaker

By: Thomas Whitaker

Its: Trustee

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Trustee of the Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Luann Kohler
NOTARY PUBLIC

Linda P. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

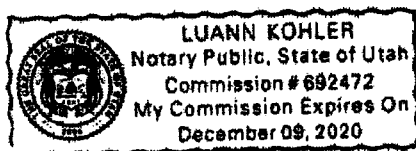
Linda P. Whitaker

By: Linda P. Whitaker

Its: Trustee

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Linda P. Whitaker, who executed the foregoing instrument in her capacity as Trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Luann Kohler
NOTARY PUBLIC

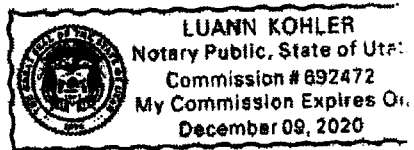
Thomas S. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

Thomas S. Whitaker

By: Thomas Whitaker
Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Trustee of the Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Luann Kohler
NOTARY PUBLIC

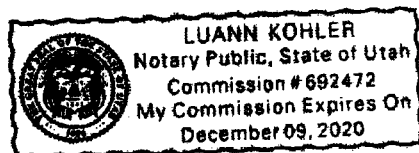
Linda P. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

Linda P. Whitaker

By: Linda P. Whitaker
Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 11 day of March, 2019, by Linda P. Whitaker, who executed the foregoing instrument in her capacity as Trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.



Luann Kohler
NOTARY PUBLIC

Robert Earl Salazar, Trustee of the Salazar Family Trust, dated the 18th of November, 2016

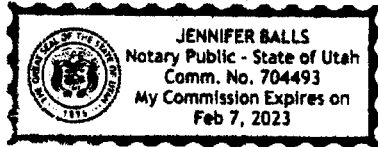
[Handwritten Signature]

By: Robert Earl Salazar

Its: Trustee

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019, by Robert Earl Salazar, who executed the foregoing instrument in his capacity as the Trustee of the Salazar Family Trust, dated the 18th of November, 2016.



Jennifer Balls
NOTARY PUBLIC

Julie Maureen Salazar, trustee of the Salazar Family Trust, dated November 18, 2016

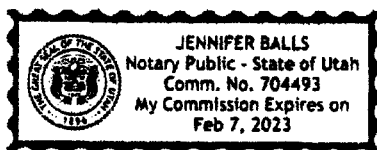
Julie Maureen Salazar

By: Julie Maureen Salazar

Its: Trustee

STATE OF UTAH)
) :SS
COUNTY OF WASATCH)








The foregoing instrument was acknowledged before me this 13 day of JUNE, 2019, by Julie Maureen Salazar, who executed the foregoing instrument in her capacity as Trustee of the Salazar Family Trust, dated November 18, 2016.

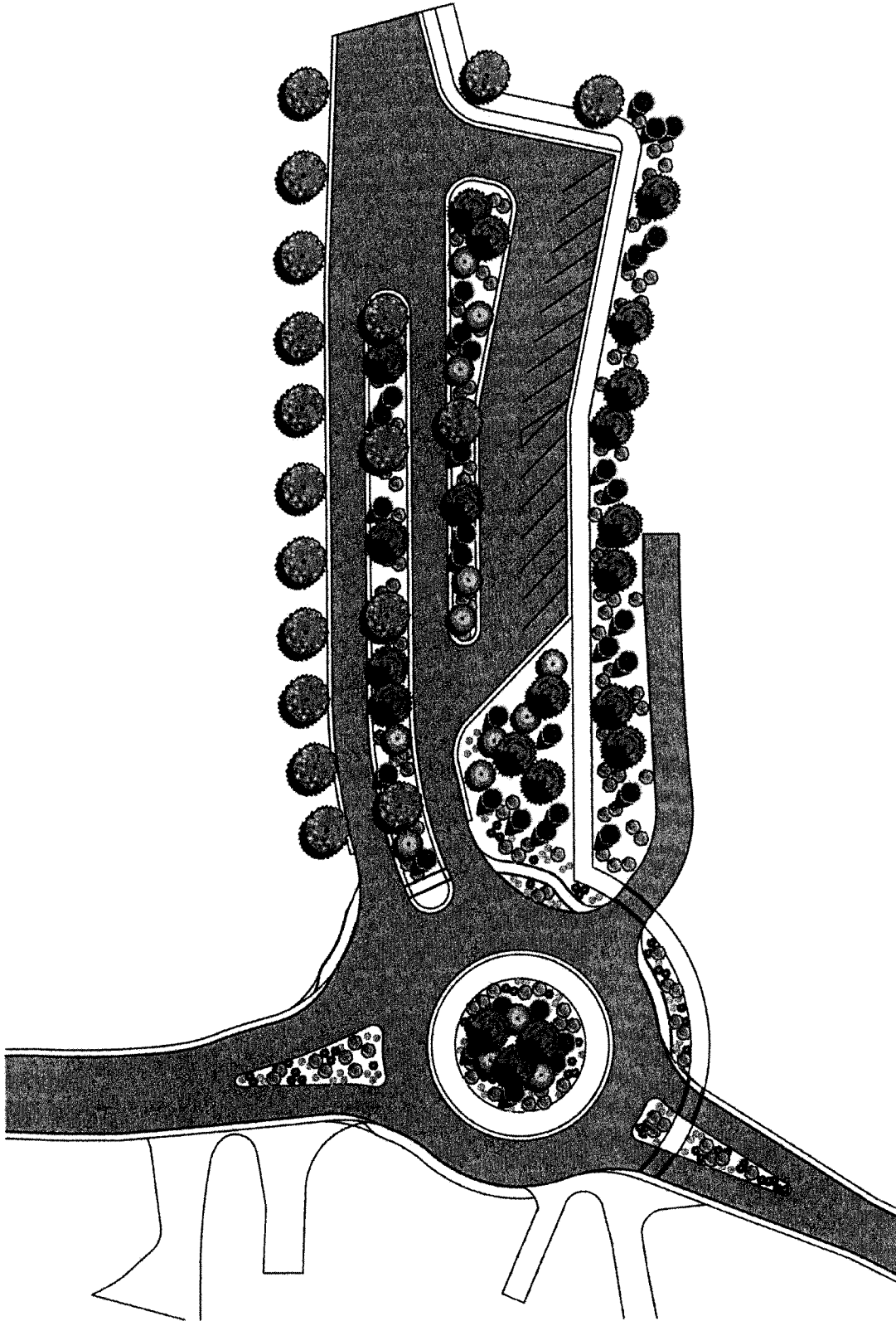


Jennifer Balls
NOTARY PUBLIC

EXHIBIT A

PLANT LEGEND

	21
	14
	18
	36
	63
	71
	135










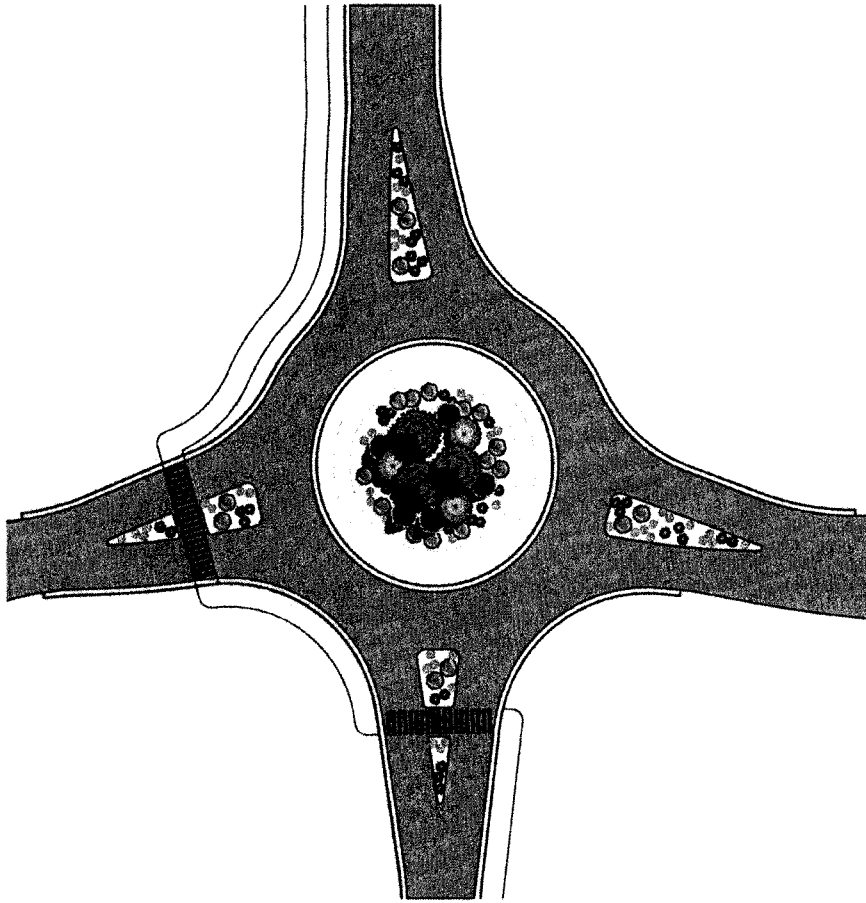
WHITAKER FARMS ROUNDABOUT @ 600 N & RIVER RD
MORNING, VA

05/13/19

EXHIBIT B

PLANT LEGEND

	EMERALD GREEN TREE	21
	ORNAMENTAL TREE	14
	DECIDUOUS TREE	18
	SMALL ORNAMENTAL TREE	26
	SHRUBS	55
	GROUNDCOVERS	71
	FLOWERS	195

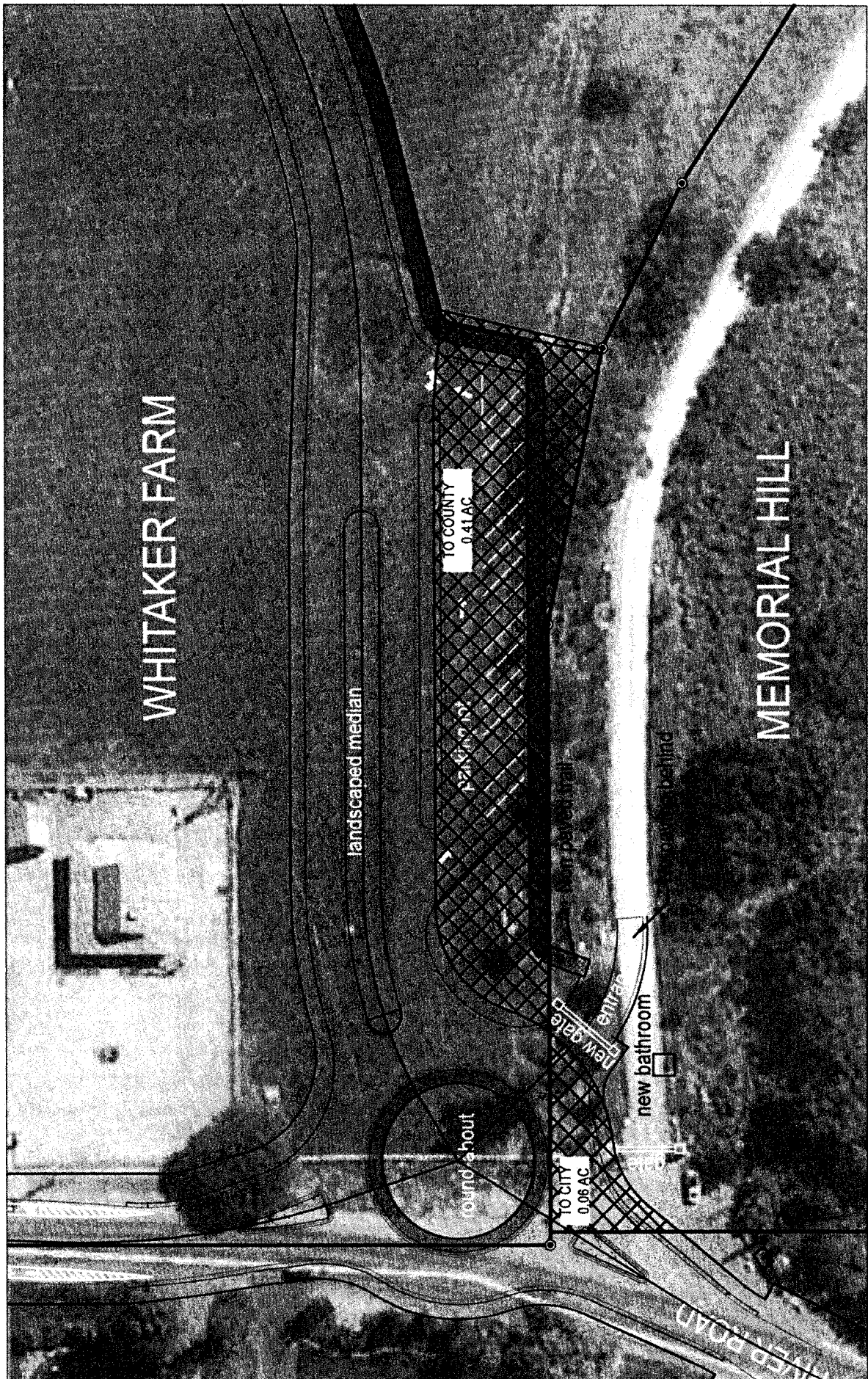


Ent 467422 Bk 1262 Pg 1918

Ent 467418 Bk 1262 Pg 1747

EXHIBIT C

EXHIBIT A



BOUNDARY DESCRIPTION
 THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. WAS SURVEYED BY JOHN J. HARRIS, SURVEYOR, IN 1978. THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. WAS SURVEYED BY JOHN J. HARRIS, SURVEYOR, IN 1978. THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. WAS SURVEYED BY JOHN J. HARRIS, SURVEYOR, IN 1978.

BASIS OF BEARINGS
 THE BASIS OF BEARINGS ON THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. WAS SURVEYED BY JOHN J. HARRIS, SURVEYOR, IN 1978. THE BASIS OF BEARINGS ON THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. WAS SURVEYED BY JOHN J. HARRIS, SURVEYOR, IN 1978.

SURVEYOR'S CERTIFICATE
 I, JOHN J. HARRIS, SURVEYOR, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR LICENSED BY THE STATE OF UTAH. I HAVE PERSONALLY SUPERVISED THE SURVEY OF THE BOUNDARY BETWEEN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND THE EAST 1/2 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M. AND I AM SURE OF THE ACCURACY OF THE SAID SURVEY.

OWNERS DEDICATION
 WE, THE UNDERSIGNED OWNERS OF THE TRACTS OF LAND SHOWN AND DESCRIBED ON THE PLAN, DO HEREBY DEDICATE TO THE PUBLIC THE PROPERTY DESCRIBED HEREON. WE HEREBY REQUEST THAT THE CITY OF MIDWAY ACCEPT THE SAID DEDICATION.

ACKNOWLEDGEMENT
 I, _____, COUNTY CLERK OF _____ COUNTY, UTAH, DO HEREBY ACKNOWLEDGE THAT THE SAID DEDICATION WAS FILED IN MY OFFICE ON _____ DATE.

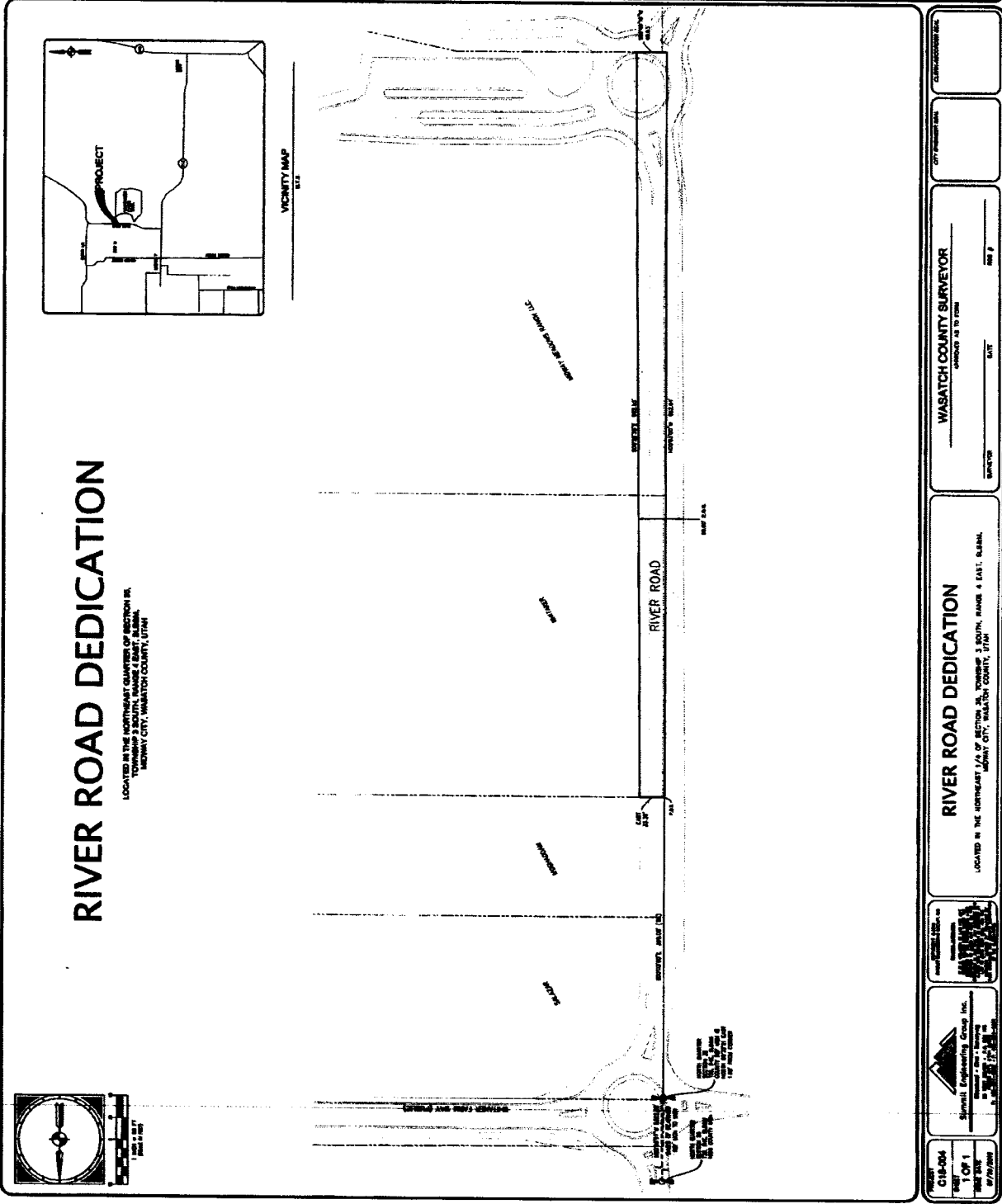
ACKNOWLEDGEMENT
 I, _____, COUNTY CLERK OF _____ COUNTY, UTAH, DO HEREBY ACKNOWLEDGE THAT THE SAID DEDICATION WAS FILED IN MY OFFICE ON _____ DATE.

ACCEPTANCE BY MIDWAY CITY
 I, _____, MAYOR OF MIDWAY CITY, UTAH, DO HEREBY ACCEPT THE SAID DEDICATION ON BEHALF OF THE CITY OF MIDWAY. THE CITY OF MIDWAY HEREBY REQUESTS THAT THE CITY ENGINEER ACCEPT THE SAID DEDICATION.

MIDWAY IRRIGATION COMPANY
 I, _____, PRESIDENT OF MIDWAY IRRIGATION COMPANY, DO HEREBY ACCEPT THE SAID DEDICATION ON BEHALF OF THE COMPANY.

MIDWAY SANITATION DISTRICT
 I, _____, DISTRICT MANAGER OF MIDWAY SANITATION DISTRICT, DO HEREBY ACCEPT THE SAID DEDICATION ON BEHALF OF THE DISTRICT.

WASATCH COUNTY RECORDER
 I, _____, COUNTY CLERK OF WASATCH COUNTY, UTAH, DO HEREBY RECORD THIS DEDICATION.



RIVER ROAD DEDICATION

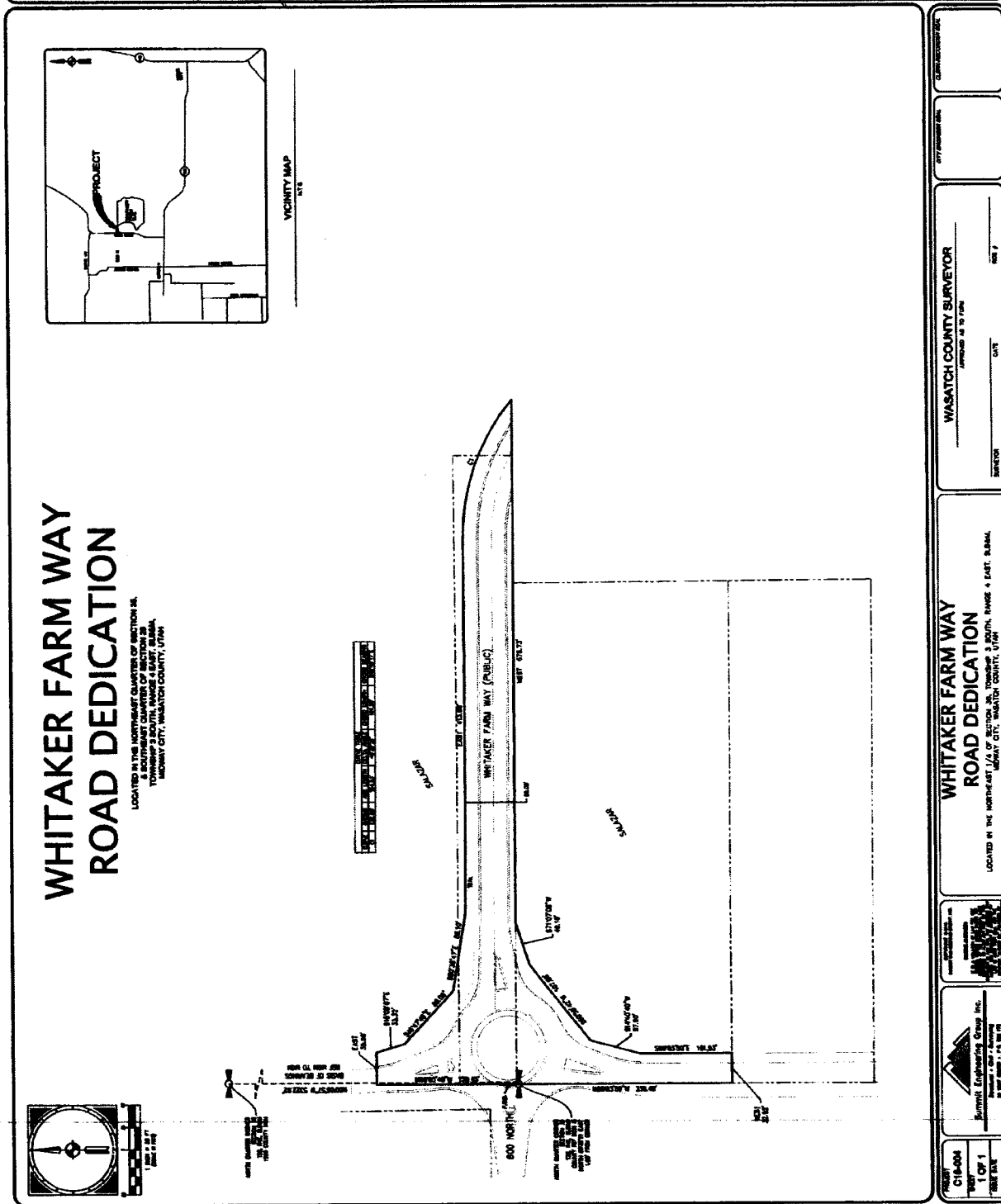
LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M., MIDWAY CITY, WASHINGTON COUNTY, UTAH

WASATCH COUNTY SURVEYOR
 APPROVED AS TO FORM
 DATE _____

RIVER ROAD DEDICATION
 LOCATED IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 3 SOUTH, RANGE 4 EAST, S.18M., MIDWAY CITY, WASHINGTON COUNTY, UTAH

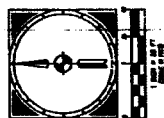
WASATCH COUNTY RECORDER
 DATE _____

<p>BOUNDARY DESCRIPTION</p> <p>THESE BOUNDARIES ARE THE RESULT OF A SURVEY MADE BY THE SURVEYOR AND THE PROPERTY LINES ARE SHOWN BY THE BEARINGS AND DISTANCES. THE BEARINGS AND DISTANCES ARE GIVEN IN DEGREES, MINUTES AND SECONDS. THE DISTANCES ARE GIVEN IN FEET AND INCHES. THE BEARINGS ARE GIVEN AS ANGLE BEARINGS. THE DISTANCES ARE GIVEN AS DECIMAL FEET. THE BEARINGS ARE GIVEN AS ANGLE BEARINGS. THE DISTANCES ARE GIVEN AS DECIMAL FEET. THE BEARINGS ARE GIVEN AS ANGLE BEARINGS. THE DISTANCES ARE GIVEN AS DECIMAL FEET.</p>	
<p>BASIS OF BEARINGS</p> <p>THE BEARINGS ARE BASED ON THE MERIDIAN OF GREENWICH. THE BEARINGS ARE GIVEN AS ANGLE BEARINGS. THE DISTANCES ARE GIVEN AS DECIMAL FEET. THE BEARINGS ARE GIVEN AS ANGLE BEARINGS. THE DISTANCES ARE GIVEN AS DECIMAL FEET.</p>	
<p>SURVEYOR'S CERTIFICATE</p> <p>I, THE SURVEYOR, HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR IN THE STATE OF UTAH. I HAVE PERSONALLY CONDUCTED THIS SURVEY AND I AM NOT PROVIDING THESE SERVICES AS AN AGENT OR EMPLOYEE OF ANY OTHER PERSON OR ENTITY. I HAVE NOT BEEN CONVICTED OF ANY CRIME INVOLVING FRAUD OR THEFT. I HAVE NOT BEEN CONVICTED OF ANY CRIME INVOLVING THE VIOLATION OF ANY PROFESSIONAL ETHICS RULES. I HAVE NOT BEEN CONVICTED OF ANY CRIME INVOLVING THE VIOLATION OF ANY PROFESSIONAL ETHICS RULES.</p> <p>DATE: 7-29-19</p>	
<p>OWNER'S DEDICATION</p> <p>I, THE OWNER, HEREBY DEDICATE THIS PROPERTY TO THE PUBLIC. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY.</p>	
<p>ACKNOWLEDGEMENT</p> <p>I, THE OWNER, HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS DEDICATION. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY.</p>	
<p>ACKNOWLEDGEMENT</p> <p>I, THE SURVEYOR, HEREBY ACKNOWLEDGE THAT I HAVE CONDUCTED THIS SURVEY IN ACCORDANCE WITH THE UTAH SURVEYING ACT. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY. I HAVE NOT RECEIVED ANY OTHER OFFER FOR THIS PROPERTY.</p>	
<p>ACCEPTANCE BY MIDWAY CITY</p> <p>THE CITY OF MIDWAY, UTAH, HEREBY ACCEPTS THIS DEDICATION. THE CITY OF MIDWAY, UTAH, HEREBY ACCEPTS THIS DEDICATION. THE CITY OF MIDWAY, UTAH, HEREBY ACCEPTS THIS DEDICATION.</p>	
<p>MIDWAY IRRIGATION COMPANY</p> <p>THE MIDWAY IRRIGATION COMPANY HEREBY ACCEPTS THIS DEDICATION. THE MIDWAY IRRIGATION COMPANY HEREBY ACCEPTS THIS DEDICATION. THE MIDWAY IRRIGATION COMPANY HEREBY ACCEPTS THIS DEDICATION.</p>	
<p>MIDWAY SANITATION DISTRICT</p> <p>THE MIDWAY SANITATION DISTRICT HEREBY ACCEPTS THIS DEDICATION. THE MIDWAY SANITATION DISTRICT HEREBY ACCEPTS THIS DEDICATION. THE MIDWAY SANITATION DISTRICT HEREBY ACCEPTS THIS DEDICATION.</p>	
<p>WASATCH COUNTY RECORDER</p> <p>RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WASATCH COUNTY, UTAH, ON THIS DATE.</p>	

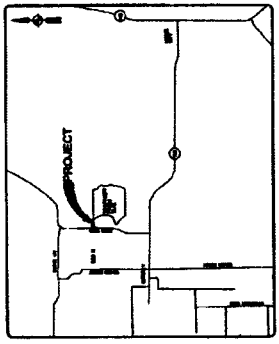


WHITAKER FARM WAY ROAD DEDICATION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 23N, RANGE 11E, UTAH COUNTY, UTAH



VICINITY MAP



<p>WASATCH COUNTY SURVEYOR</p> <p>APPROVED AS TO FORM</p> <p>DATE: _____</p>	<p>WHITAKER FARM WAY ROAD DEDICATION</p> <p>LOCATED IN THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 23N, RANGE 11E, UTAH COUNTY, UTAH</p>
<p>WASATCH COUNTY RECORDER</p> <p>RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF WASATCH COUNTY, UTAH, ON THIS DATE.</p>	<p>WASATCH COUNTY RECORDER</p> <p>DATE: _____</p>

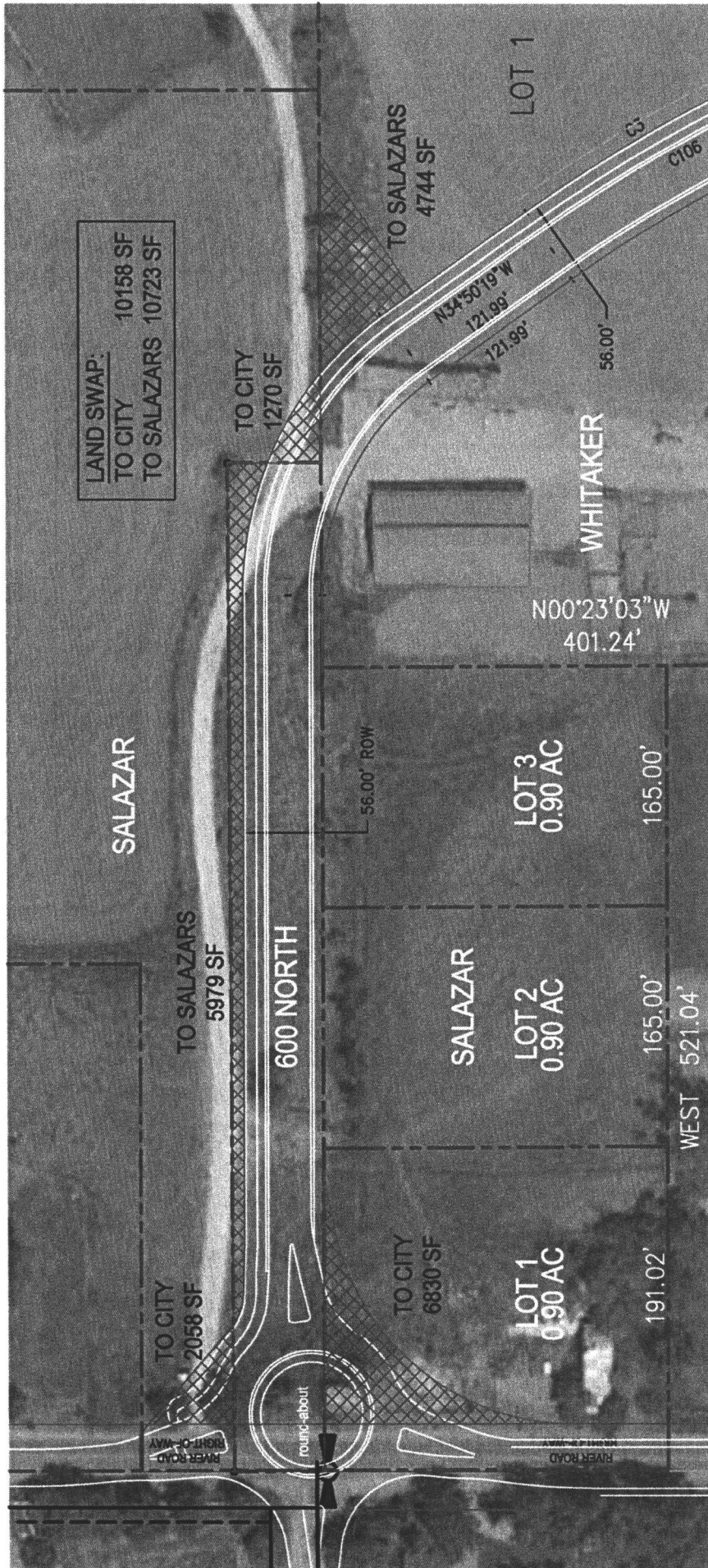


EXHIBIT C

EXHIBIT D

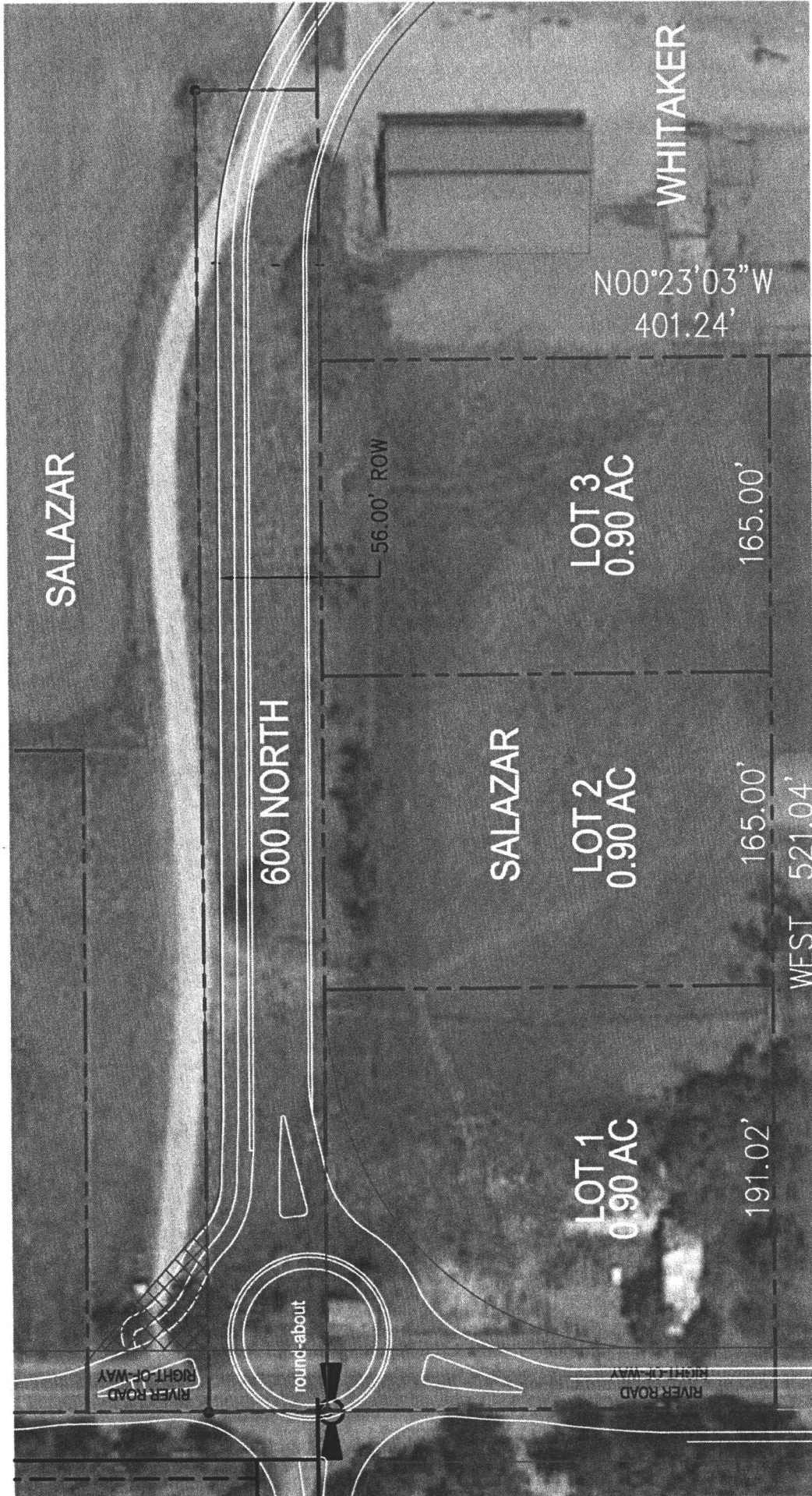


EXHIBIT D

EXHIBIT E

Ent 467422 Bk 1262 Pg 1926

Ent 467418 Bk 1262 Pg 1755

EXHIBIT F

P.O. Box 176
 55 West Center
 Heber City, Utah 84032
 Phone: 435.654.9229
 Fax: 435.654.9231



**Engineer's Opinion of Probable Cost
 for Construction of the
 Whitaker Farm Subdivision No Roundabouts**
 6/17/2019

Category	Item	Quantity	Units	Unit Cost	Total Cost
Memorial Hill Parking Improvements	Import and Place Structural Fill for Parking Lot and Entrance Widening	800	CY	\$50.00	\$40,000
	6" Base Course - Parking Lot & Entrance Widening, material and grading	4500	SF	\$1.00	\$4,500
	3" Asphalt Surface Course	675	SF	\$1.50	\$1,013
		Memorial Hill Improvements Subtotal			\$45,513
River Road Improvements w/o Roundabouts	Rotomill 3" off Existing Asphalt	55720	SF	\$0.50	\$27,860
	Import and Place Structural Fill for Road Widening	1960	CY	\$60.00	\$117,600
	9" Base Course for 22' Widening Section, material and grading	43780	SF	\$1.25	\$54,725
	3" Asphalt Surface Course for 46' Asphalt Section	91540	SF	\$1.50	\$137,310
	Road Striping	1900	LF	\$8.00	\$15,200
Traffic Control		1	LS	\$20,000.00	\$20,000
		River Road Subtotal			\$372,695
				Construction Cost Total	\$418,208

Notes:

1. This estimate is the design engineer's opinion of probable cost. Prices quoted by a contractor may differ.
2. Contractors shall verify all quantities from improvement plans, not from this document.
3. All earthwork quantities are in absolute volumes. No expansion or shrinkage factors have been applied.

P.O. Box 176
 55 West Center
 Heber City, Utah 84032
 Phone: 435.654.9229
 Fax: 435.654.9231



**Engineer's Opinion of Probable Cost
 for Construction of the
 Whitaker Farm Subdivision with Roundabouts**
 6/17/2019

Category	Item	Quantity	Units	Unit Cost	Total Cost
Memorial Hill Parking Improvements	Import and Place Structural Fill for Parking Lot and Entrance Widening	800	CY	\$50.00	\$40,000
	6" Base Course - Parking Lot & Entrance Widening, material and grading	4500	SF	\$1.00	\$4,500
	3" Asphalt Surface Course	675	SF	\$1.50	\$1,013
	Veterans Arch and Landscape Relocation	1	LS	\$10,000.00	\$10,000
Memorial Hill Improvements Subtotal					\$55,513
Salazar Improvements	Single Culinary Water Lateral Connection (includes 3/4" yoke)	3	EA	\$2,200.00	\$6,600
	8" PVC Sewer Main	1100	LF	\$40.00	\$44,000
	48" Manhole (includes Base, Cone, and Grade Rings)	6	EA	\$5,000.00	\$30,000
	4" PVC Lateral Connections	3	EA	\$2,200.00	\$6,600
	Sewer Testing (Pressure Test & TV)	1100	LF	\$2.25	\$2,477
Salazar Improvements Subtotal					\$89,677
River Road Improvements with Roundabouts	Rotomill 3" off Existing Asphalt	55720	SF	\$0.50	\$27,860
	Import and Place Structural Fill for 8' Road Widening and Roundabouts	700	CY	\$60.00	\$42,000
	9" Base Course for 8' Widening Section, material and grading	15920	SF	\$1.25	\$19,900
	3" Asphalt Surface Course for 34' Asphalt Section	67660	SF	\$1.50	\$101,490
	2' Modified Curb Around Inside of Roundabouts	475	LF	\$26.00	\$12,350
	2' Ribbon Curb Around Outside of Roundabout Entrances	500	LF	\$26.00	\$13,000
	4' Concrete Curb Behind Inside Curb	475	LF	\$28.00	\$13,300
	Road Striping	2200	LF	\$8.00	\$17,600
	Traffic Control	1	LS	\$20,000.00	\$20,000
	River Road Subtotal				
Construction Cost Total					\$412,690

Notes:

1. This estimate is the design engineer's opinion of probable cost. Prices quoted by a contractor may differ.
2. Contractors shall verify all quantities from improvement plans, not from this document.
3. All earthwork quantities are in absolute volumes. No expansion or shrinkage factors have been applied.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2659.13 FEET FROM THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE 1885 ORIGINAL MIDWAY CITY LIMITS AS REFERENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY NO. 360652, THE FOLLOWING TWO COURSES: (1) SOUTH 89°48'58" WEST 1435.57 FEET; (2) NORTH 00°06'47" WEST 2775.76 FEET TO THE SOUTHERN BOUNDARY OF RALPH HALL ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) NORTH 89°46'06" EAST 339.08 FEET; (2) NORTH 00°02'18" WEST 293.20 FEET TO THE SOUTHERN BOUNDARY OF 808 RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2059.68 FEET; (2) SOUTH 00°10'10" EAST 421.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET; (4) SOUTH 18°25'10" EAST 66.51 FEET; (5) SOUTH 10°16'10" EAST 94.00 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 221202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'29" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 245.07 FEET; (3) SOUTH 21°07'10" EAST 82.27 FEET; (4) SOUTH 02°39'15" WEST 102.71 FEET; (5) SOUTH 17°08'31" WEST 140.73 FEET; (6) SOUTH 06°05'45" WEST 64.07 FEET; (7) SOUTH 02°57'09" EAST 82.00 FEET; (8) SOUTH 32°09'13" EAST 123.39 FEET; (9) SOUTH 09°01'38" EAST 115.86 FEET; (10) SOUTH 12°11'03" WEST 223.51 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 219025 THE FOLLOWING TWO COURSES: (1) SOUTH 12°11'03" WEST 475.80 FEET; (2) SOUTH 27°44'45" WEST 188.47 FEET TO A SURVEYED BOUNDARY LINE AS EVIDENCED IN RECORD OF SURVEY FILE NO. 1594;

THENCE ALONG SAID SURVEYED BOUNDARY AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1594 THE FOLLOWING FIVE COURSES: (1) SOUTH 89°51'40" WEST 327.57 FEET; (2) SOUTH 89°37'09" WEST 781.56 FEET; (3) SOUTH 10°05'48" EAST 628.12 FEET; (4) NORTH 89°53'18" WEST 93.35 FEET; (5) SOUTH 02°53'18" WEST 100.81 FEET TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 162.62 ACRES.



RESOLUTION 2019-05

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING A SECOND AMENDMENT TO THE AGREEMENT FOR THE WHITAKER FARM ANNEXATION

WHEREAS, the Midway City Council is granted authority under Utah law to make agreements in the public interest and to further the business of Midway City; and

WHEREAS, the City Council deems it appropriate to adopt a second amendment to the agreement for the Whitaker Farm Annexation, in order to extend the deadline for execution.

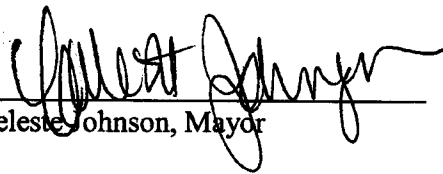
NOW THEREFORE, be it hereby RESOLVED by the City Council of Midway City, Utah, as follows:

Section 1: The attached Second Amended Agreement for the Whitaker Farm Annexation is hereby approved and adopted.

Section 2: The Mayor is authorized to sign the document on behalf of Midway City.

PASSED AND ADOPTED by the Midway City Council on the 5 day of February 2019.

MIDWAY CITY


Celeste Johnson, Mayor

ATTEST:


Brad Wilson, Recorder

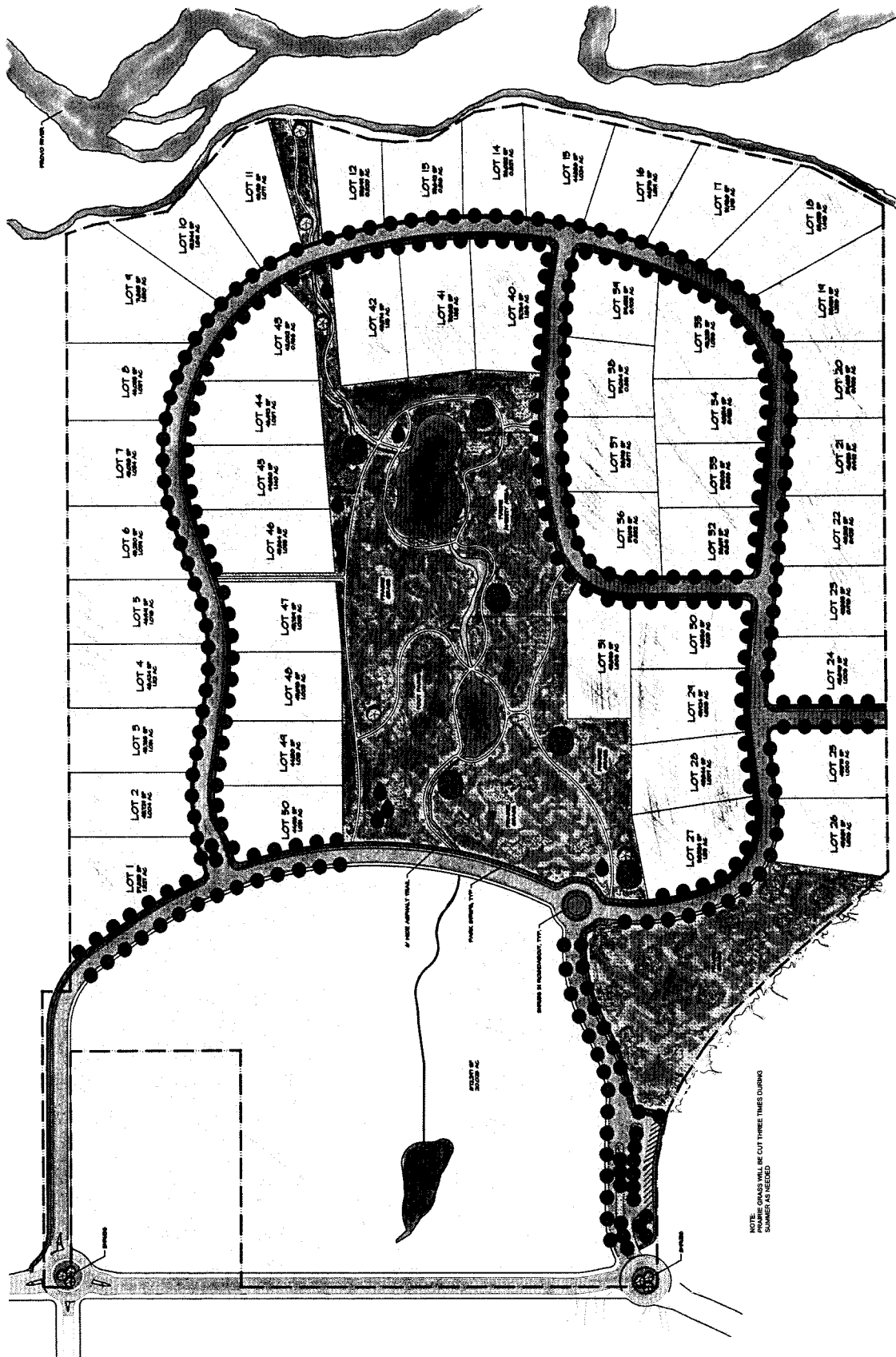
(SEAL)



Ent 467418 Bk 1262 Pg 1761

Exhibit A Ent 467422 Bk 1262 Pg 1932

EXHIBIT D



Site Plan
05/13/19

WHITAKER FARMS RENDERING
05/13/19

EXHIBIT E



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: June 18, 2019
NAME OF PROJECT: Whitaker Farms Subdivision
NAME OF APPLICANT: Luster Development
AGENDA ITEM: Final Approval
LOCATION OF ITEM: 455 North River Road
ZONING DESIGNATION: RA-1-43

ITEM: 8

Luster Development, agent for Tom Whitaker, is proposing final approval of the Whitaker Farms Subdivision. The proposal consists of 50 lots on 80 acres and contains 20 acres of open space. The property is located at 455 North River Road and is in the RA-1-43 zone.

BACKGROUND:

Luster Development is proposing final approval of the Whitaker Farms subdivision which is located at 455 North River Road. There will be 50 lots in the development which will be developed as a large-scale standard subdivision. All roads in the development will be public roads which will require City maintenance once the roads are accepted by the City. There will be 25% open space (20 acres) included in the development which is 10% more than the minimum requirement of 15%. The open space/common area will be owned by the homeowners' association (HOA). There will also be a mix of public and private trails throughout the development along with private amenities which may include a barn/clubhouse and sports facilities that members of the community could use. The amenities will be constructed by the developer and owned and maintained by the HOA.

Sensitive land is located on the property and will be left undisturbed as required by the land use ordinance. For residential development, these sensitive lands are areas of slope 25% or greater. Most of the areas of slope that are 25% or greater are located in the open space area that contains part of Memorial Hill. There are some small areas of slope greater than 25% that are located on the far east side of the property and will be located in some of the lots. For those lots, a building envelope will be placed on the plat limiting areas where structures will be located.

LAND USE SUMMARY:

- 80 acres
- RA-1-43 zoning
- 50 lots
- Project is a Standard Subdivision
- Public roads
- The lots will connect to the Midway Sanitation District sewer and to the City's water line.
- An 8' paved public trail is planned to run north and south through the length of the property with a connection to Memorial Hill. There will also be a public trail that will run alongside the eastern loop road.
- Sensitive lands of the property include areas of slope 25% or greater and wildlife habitat

ANALYSIS:

Open Space – The code requires 15% (12 acres) open space. The developer is proposing 25% (20 acres) open space and therefore meets the requirement of the code. The open space is also contiguous and connects to Memorial Hill.

Density – The applicant is asking for approval for 50 lots in the development as per the annexation agreement that was signed by the petitioner and the City. The applicant is bound to that agreement and cannot petition for more density unless an amendment is made to the annexation agreement. Generally, 80 acres in the RA-1-43 zone would allow about 68 lots (this is based on streets covering about 15% of the property).

Two Points of Access – The development plan has two points of access onto River Road though only one of the two has been secured. The two points of access on River Road do meet the City requirements regarding the two points of access construction standards. There is a third point of access planned on the southside of the property that will be stub road until connected to a future road.

Traffic Study – The developer has submitted a traffic study to the City as part of the application. Horrocks Engineers has reviewed that study to determine what road improvements are required. The developer is required, through the annexation agreement, to make significant improvements to River Road which include building two roundabouts and constructing a bike lane on both sides of River Road.

Geotechnical Study – The developer has submitted a geotechnical study to the City as part of the application. Horrocks Engineers has reviewed that study to determine if any special requirements are needed for construction of the roads and future structures in the development.

Sensitive Lands – Sensitive land is located on the property and will be left undisturbed as required by the land use ordinance. For residential development, these sensitive lands are areas of slope 25% or greater. Most areas of slope that are 25% or greater are located in the open space area that contains part of Memorial Hill. There are some small areas of slope greater than 25% that are located on the far east side of the property and will be located in some of the lots. For those lots, a building envelope will be placed on the plat limiting areas where structures can be located.

Trails – The developer is required to build public trails as part of the proposal. The public trails will run along all roads in the development and will consist of an 8' paved surface.

Water Connection – The lots will connect to the City's water line located under River Road.

Sewer Connection – The lots will connect to Midway Sanitations District's sewer line that crosses through the property.

Road Cross Section – The developer has proposed a rural road cross section instead of the default urban cross section. The rural cross section has the same 56' right-of-way width and 30' of asphalt width but it includes an 8' trail on one side of the street, 2' flat concrete curb and a road side drainage ditch instead of the standard 5' park strips and 5' sidewalks with modified curb on both sides of the street. The rural cross section can only be approved if the Planning Commission and City Council both approve the road design. The rural cross section can only be petitioned if the average frontage of the lots is greater than 150'. This has been reviewed by staff and the average frontage is greater than 150'.

20-acre Whitaker Parcel – There are 20 acres located to the west of the 80-acre proposal that are associated with each other through the annexation agreement. All density in the 100-acre area will be part of one Homeowner's Association. An HOA will be formed for the 50 lots and later, when the 20-acre area is developed, a 12-unit PUD will be created that will also be subject to the HOA as discussed when the property was considered for annexation.

Both phases will be one HOA – The developments located in the 100 acres (this proposal on 80 acres and a future proposal on the remaining 20 acres) owned by the annexation petitioners will all be one Home Owners' Association.

View corridors – The development has been designed to maintain view corridors from Memorial Hill and from River Road. The positioning of the open space and lots will all the development to be mostly unseen from River Road.

Memorial Hill access – The developer must present and receive approval from the County Council of an access plan to Memorial Hill.

Landscaping Plan – A landscaping plan has been submitted to the City and a copy is attached to this report. Staff has concerns about the proposed prairie grass and the maintenance of the prairie grass. The developer has stated that the prairie grass will be cut, at a minimum, three times each year. Language will be included in the development agreement regarding maintenance of the prairie grass.

Proportional Frontage and Acreage Reduction – The lots in the subdivision may reduce in frontage and acreage based on the amount of open space provided. The developer is providing 25% open space which is 10% more than the required amount. This allows the lots and frontage to reduce by 25% based on the code that was in place at the time of vesting. This allows frontage to reduce from 150' to 112.5' and lots may reduce from one acre to 0.75 acres.

Roundabouts – The developer has proposed two roundabouts as part of the development. The two roundabouts were included as part of an annexation agreement amendment. The roundabouts serve several purposes including slowing traffic, allowing River Road to remain a two lane road thus, preserving a rural atmosphere, beautification and aesthetics, deterring through traffic, creating a safe intersection where multiple accesses meet River Road at the base of Memorial Hill, and helping to create better parking for Memorial Hill. The City has diligently worked with Wasatch County and the developer to facilitate the approval process of the Memorial Hill roundabout because the City feels the proposed plan has many benefits to the residents of Midway and Wasatch County. Since some of the property where the roundabout will be located is owned by Wasatch County, their approval is required for the proposal to move forward. As of the writing of this report, Wasatch County has not approved the proposed plans. The developer has offered to bond for all infrastructure costs of the roundabout so that the project can move forward but this presents issues that must be considered regarding granting final approval of the

subdivision. Without County approval of the roundabout before final approval is granted there is no guarantee that the proposed plan will ever be possible. Bond money will cover the cost but without approval cannot be used. Which would leave the proposal without two approved points of access. The developer has submitted a plan B proposal (which has yet to be engineered) that appears to meet code requirements but there are other issues that will need to be worked out such as trail access to Memorial Hill, which is important to the trails master plan. The question is, does the City Council feel that plan B is an acceptable option or not? If it is acceptable then the City could grant final approval for both options. The Memorial Hill roundabout would be the preferred option and a condition could be required that would allow the developer several months to receive approval from the County. If approval is not obtained in the specified time period, then the developer would have to build plan B. Bonding would need to cover the maximum cost required by code for either option. All the details, such as trails, would still need to be discussed.

WATER BOARD RECOMMENDATION:

The Water Board reviewed the proposal and has recommended that 235.17-acre feet of water are required for the 83.64-acre proposal.

PLANNING COMMISSION FINAL APPROVAL RECOMMENDATION:

Motion: Commissioner Nicholas: I motion that we recommend approval, proposing final approval of the Whitaker Farm Subdivision. We accept staff findings with the five conditions listed in on the Power Point Presentation Slide that are noted in the report along with the condition that engineering plans be submitted and approved prior to scheduling this item to City Council, and the condition of reducing the width of the cross section and asphalt to 26 feet and the savings to be used by the city for trails and bike paths. The proposal consists of 50 lots on 80 acres and contains 20 acres of open space. The property is located at 455 North River Road and is in the RA-1-43 zone.

Second: Commissioner Payne

Chairman Kohler: Any discussion on the motion?

There was none

Chairman Kohler: All in favor.

Ayes: Commissioners: Payne, Nicholas, O'Toole, Whitney, Ream, Bouwhuis

Nays: None

Motion: Passed

PROPOSED FINDINGS:

- The proposed development does comply with the requirements of the RA-1-43 zoning code

- The proposal does not have County approval for a new access to Memorial Hill
- The amended annexation agreement has not been signed
- The developer is providing 10% more open space than required by code

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action can be taken if the City Council feels the proposal complies with the requirements of the Land Use Code.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed
2. Continuance. This action can be taken if the City Council feels that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again
3. Denial. This action can be taken if the City Council feels that the request does not meet the intent of the ordinance.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITION:

1. The amended annexation agreement must be signed before the plat is recorded.
2. The developer must build either the proposed roundabout plan or the proposed plan b to provide the required second access to the development
3. The developer must pursue approval of the roundabout from Wasatch County for six months or be denied by Wasatch County before plan b may be considered as an option for access.
4. If plan b becomes the access for the development, all trail connectivity in the development, along River Road, and to Memorial Hill must be approved by the City before construction begins in the development.

728 West 100 South
Heber, UT 84032
www.horrocks.com



Heber Office
Tel: 435.654.2226
Fax: 435.657.1160

June 18, 2019

Midway City
Attn: Michael Henke
75 North 100 West
Midway, Utah 84049

Subject: Whitaker Farm Subdivision –Final Plan Review

Dear Michael:

Horrocks Engineers recently reviewed the Whitaker Farm subdivision plans for Final approval. The proposed subdivision is located at approximately 450 River Road just north and east of Memorial Hill. The proposed subdivision consists of 50 lots. The following issues should be addressed.

General Comments

- The subdivision plans generally comply with the Midway City construction standards. All redline comments will be addressed.
- The roads, culinary water, pressurized irrigation system, and storm drain systems within this development will be public infrastructure and maintained by each entity.

Water

- The proposed development will be served from the Gerber Mahogany pressure zone.
- The proposed development will install a new 12" culinary water line within River Road. Impact fees will upsize the water line from 8" to 12".

Irrigation

- All outside irrigation for the proposed development will be served by the pressure irrigation system.

Roads

- The roadway right-of-way within the proposed development will be 56'. The rural cross-section using a ribbon curb and an 8' trail on one side will be used.
- The existing plans show a round-a-bout at the Memorial Hill entrance. The proposed round-a-bout will provide access to Memorial Hill and 15 parking spaces for the pedestrian access to Memorial Hill.
- The construction plans show a 5' bike lane on each side of River Road with a 12" rumble strip separating the vehicle and bicycle traffic.
- The original Annexation Agreement requires the developer to install a 14' center turn lane within River Road along the frontage of the development and a 5' bike lane along each side of the road. To better maintain the rural nature of River Road the Annexation Agreement was amended to require the developer to install a round-a-bout at the entrance to Memorial Hill and at the 600 North intersection, and the two 5' bike lanes. The construction cost of the development will be bid with both

scenarios, the cost to installing the 14' center turn lane and two 5' bike lanes, and the cost to install the two round-a-bouts, and two 5' bike lanes. If the cost to install the center turn lane is higher than the cost to install the two round-a-bouts, that difference will be provided to the City. The City may decide to install additional bike/pedestrian access along River Road.

Trails

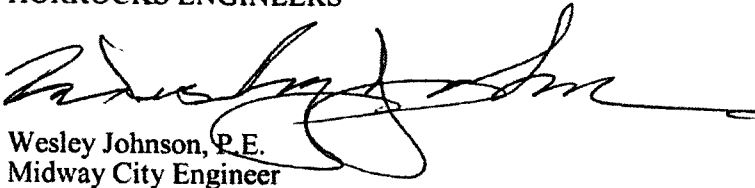
- The plans show a trail system will be installed throughout the subdivision. The proposed trail system will connect to Memorial Hill and 600 North.

Storm Drain

- The storm drain system is a public system. The storm drain system consists of surface swales, catch basins, and detention basins within the development.

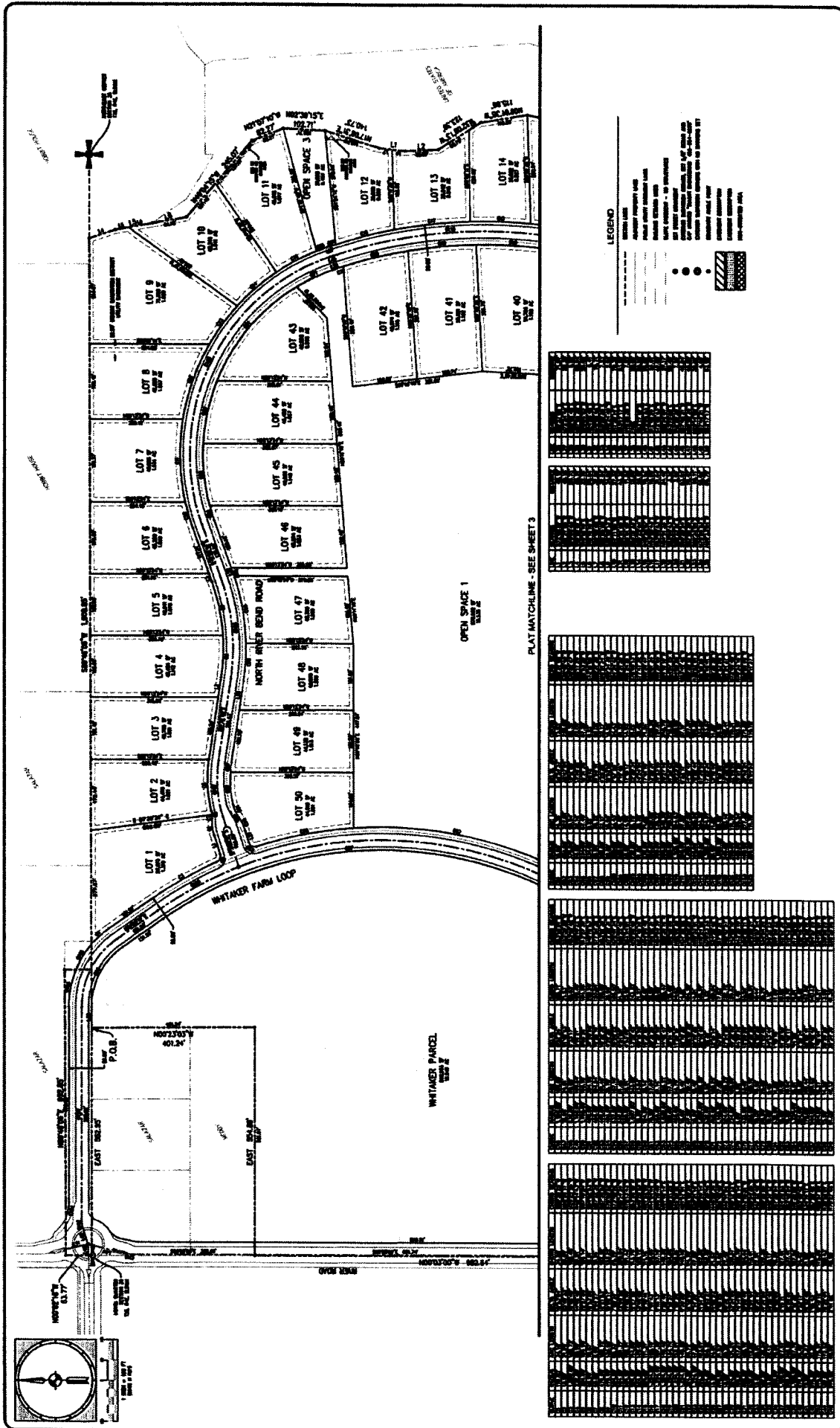
Please feel free to contact our office with any questions.

Sincerely,
HORROCKS ENGINEERS



Wesley Johnson, P.E.
Midway City Engineer

cc: Dan Luster Developer, (sent by e-mail)
 Brian Balls Summit Engineering Group Inc. (sent by e-mail)



WHITAKER FARMS SUBDIVISION
 LOCATED IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 3 SOUTH, RANGE 4 EAST, BLK. 1262, COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA


 Surveying
 Surveying Company Inc.
 1000 1st St. N.W.
 Washington, D.C. 20004
 (202) 638-1100
 www.surveying.com

PLAN
 018-004
 SHEET 3 OF 3
 DATE 05/11/04
 BY: [Signature]



LANDAIRC
LANDSCAPE ARCHITECTS
1000 N. W. 10th St.
Fort Lauderdale, FL 33304
Tel: 305-555-1234

PROJECT NO. 12345

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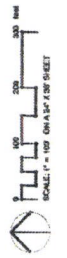
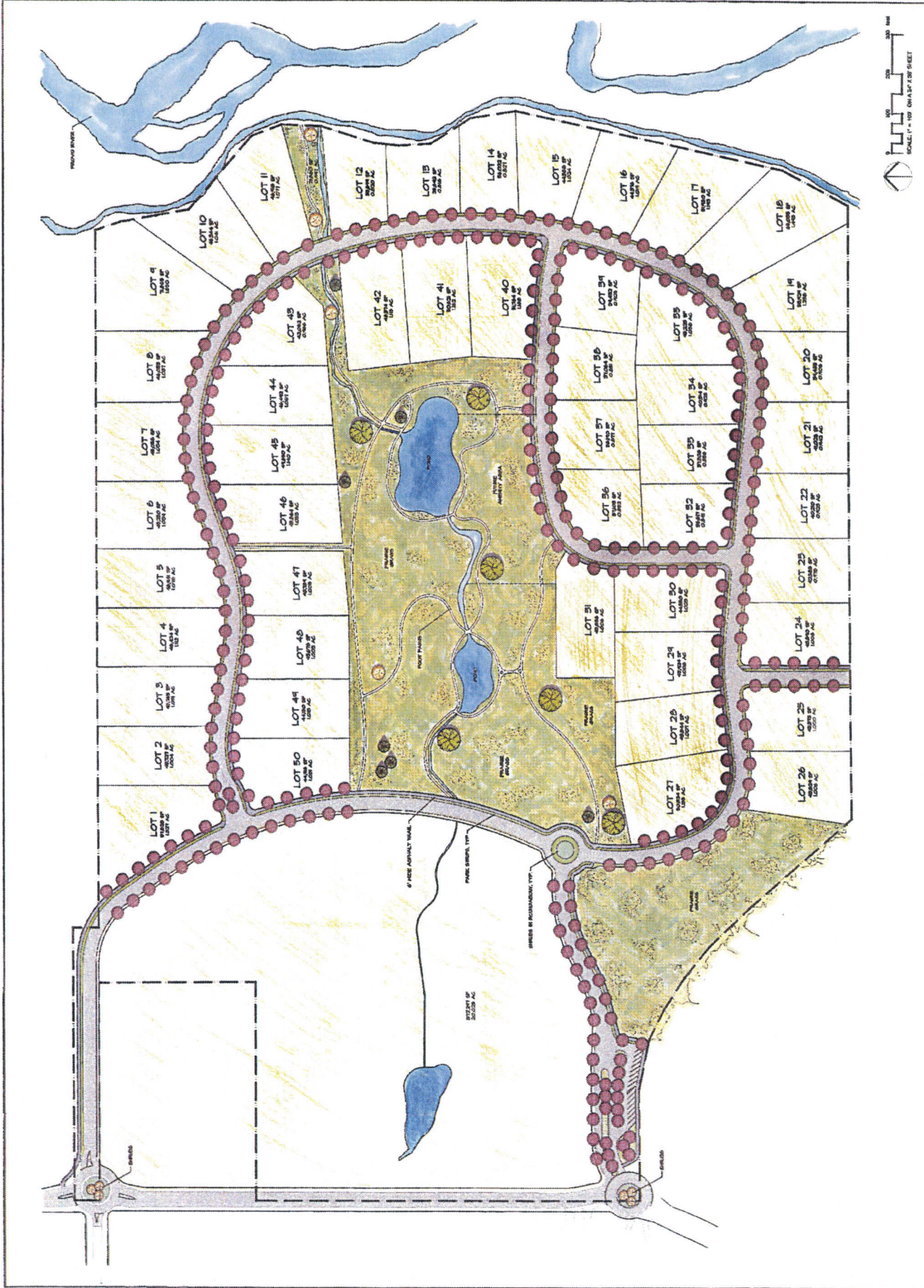
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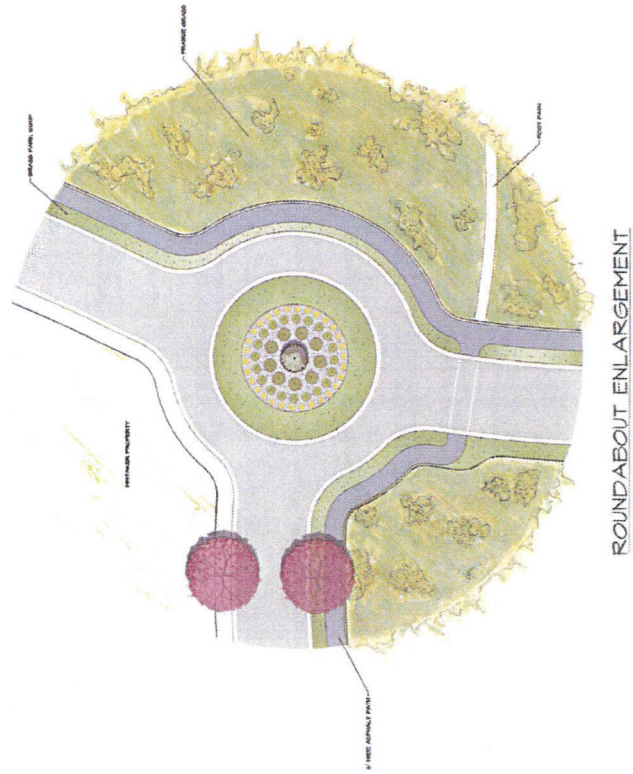
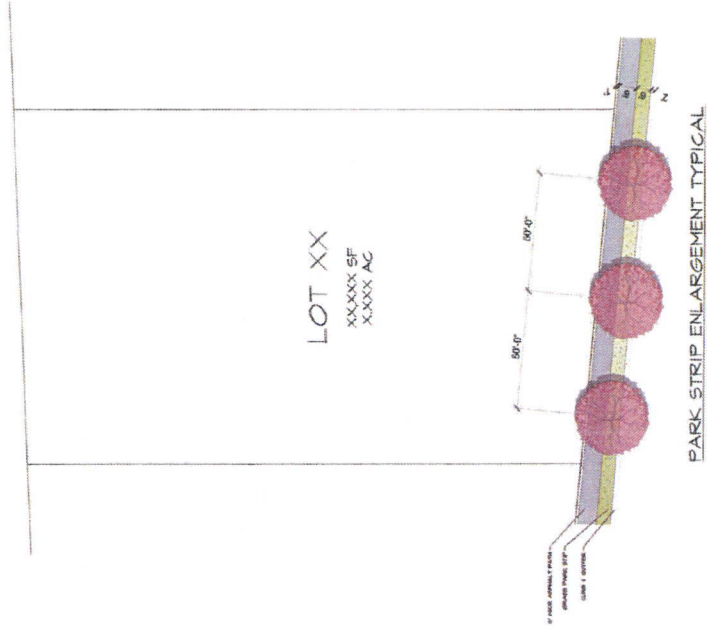
1954-6, DRAINAGE LOT










THE LANDSCAPE PLAN

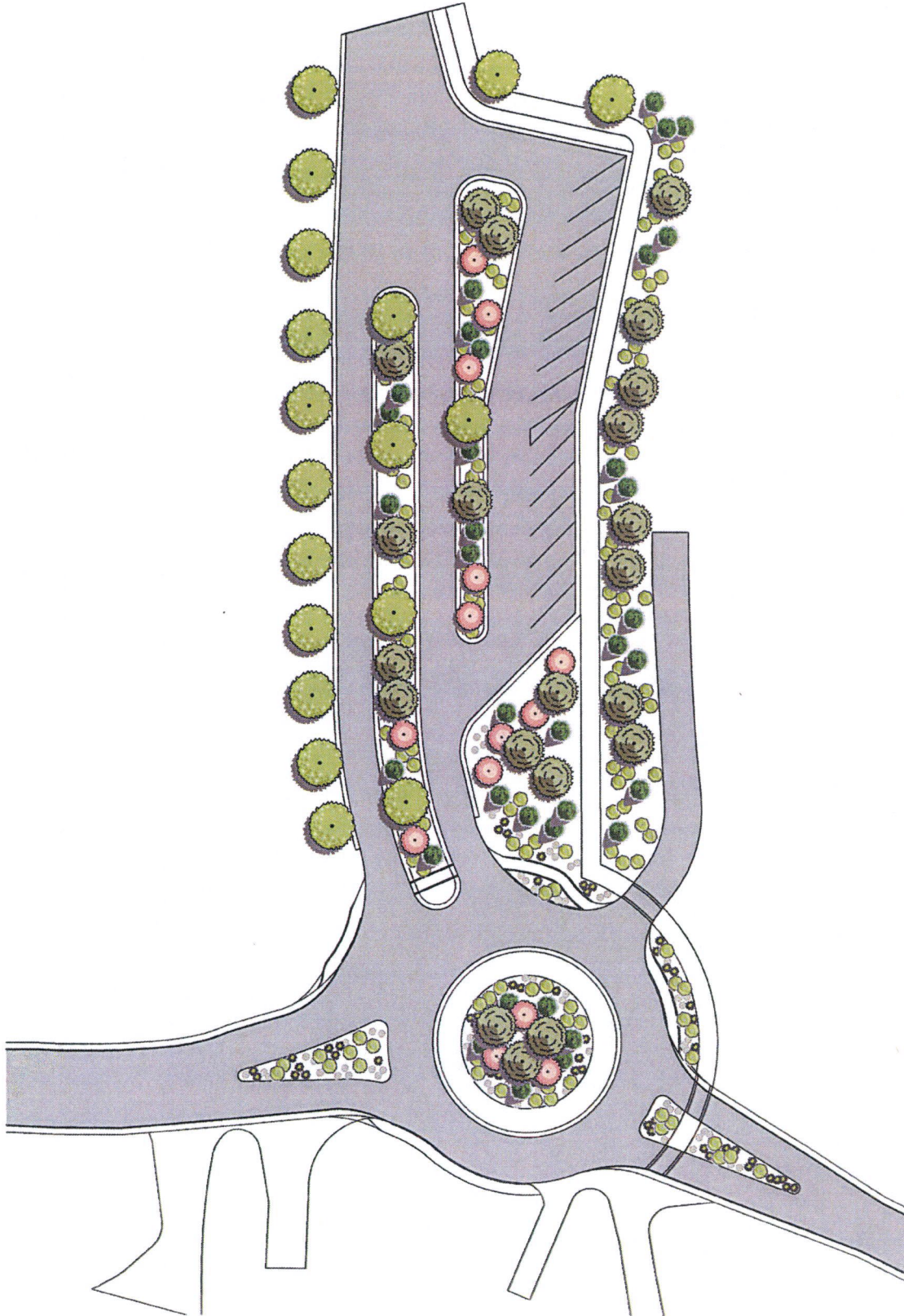
PROJECT NO. 12345





PLANT LEGEND








	EMERALD PINNACLE TREE	21
	ORANGE BLOSSOM TREE	14
	LEUCODENDRON TREE	18
	SMALL LEUCODENDRON TREE	19
	GRASSES	19
	PERENNIALS	71
	SHRUBS	108

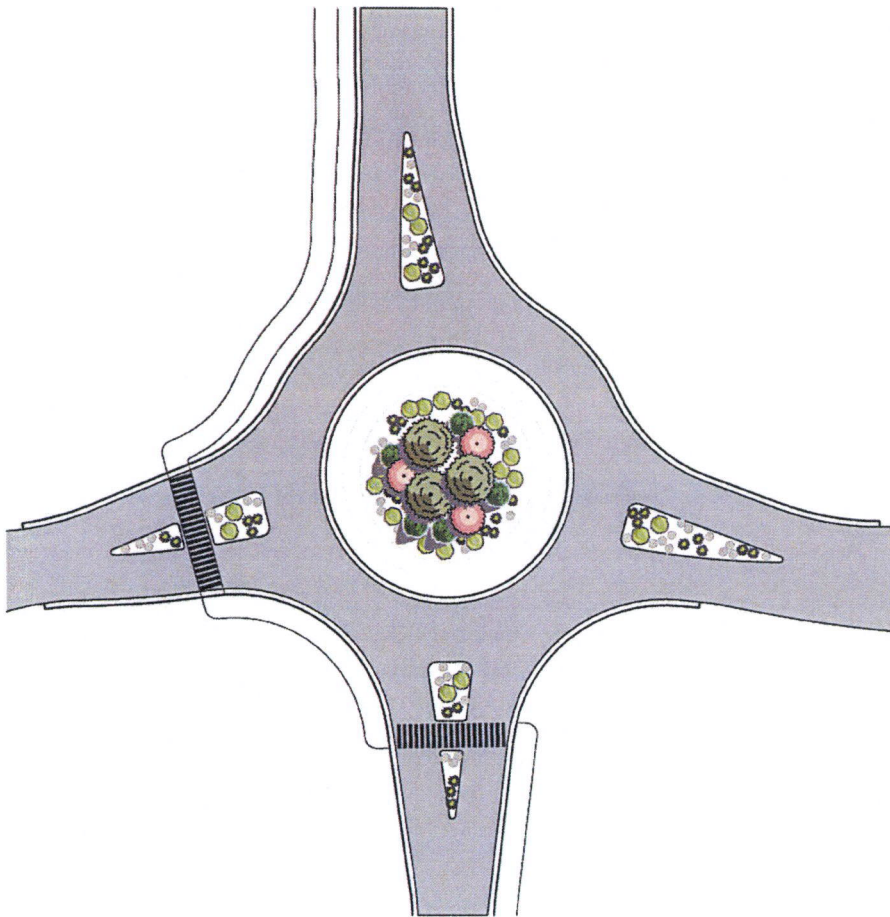


WHITAKER FARMS ROUNDABOUT @ 600 N & RIVER RD
McSwain, Inc.

Sheets
05/13/19

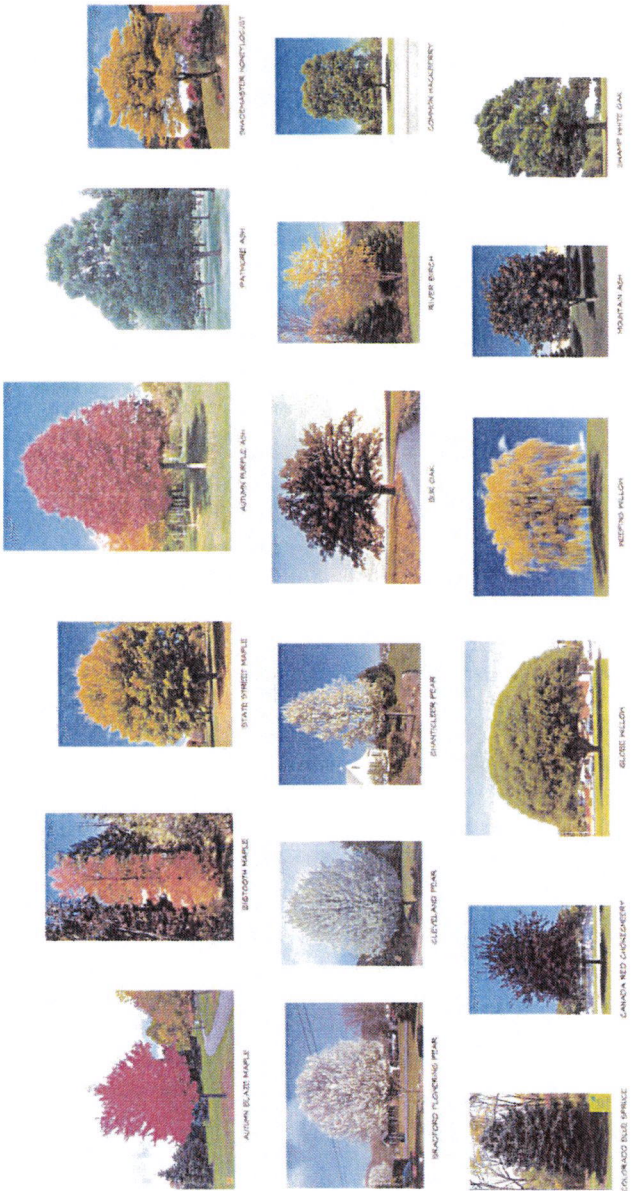
PLANT LEGEND

	EMERALD GREEN TREE	21
	ORANGE RED TREE	14
	GREEN TREE	16
	PURPLE TREE	36
	SMALL GREEN TREE	53
	SMALL ORANGE RED TREE	71
	SMALL PURPLE TREE	125



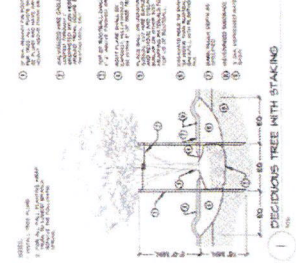
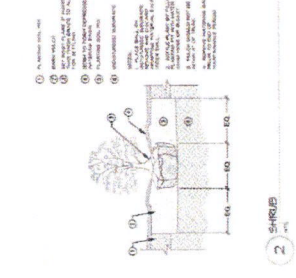
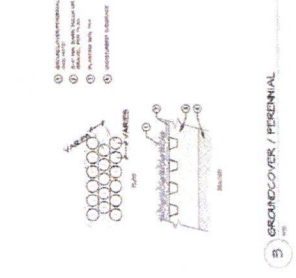
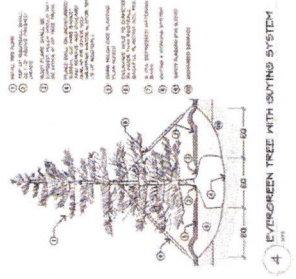
PLANTING NOTES

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OPTIONAL STREET TREES

- 1. MOUNTAIN MAPLE - 10' x 10' AT Maturity
- 2. STATE STREET MAPLE - 10' x 10' AT Maturity
- 3. BIRCH - 10' x 10' AT Maturity
- 4. AUTUMN MAPLE - 10' x 10' AT Maturity
- 5. RIVER BIRCH - 10' x 10' AT Maturity
- 6. MOUNTAIN ASH - 10' x 10' AT Maturity
- 7. BIRCH - 10' x 10' AT Maturity
- 8. BIRCH - 10' x 10' AT Maturity
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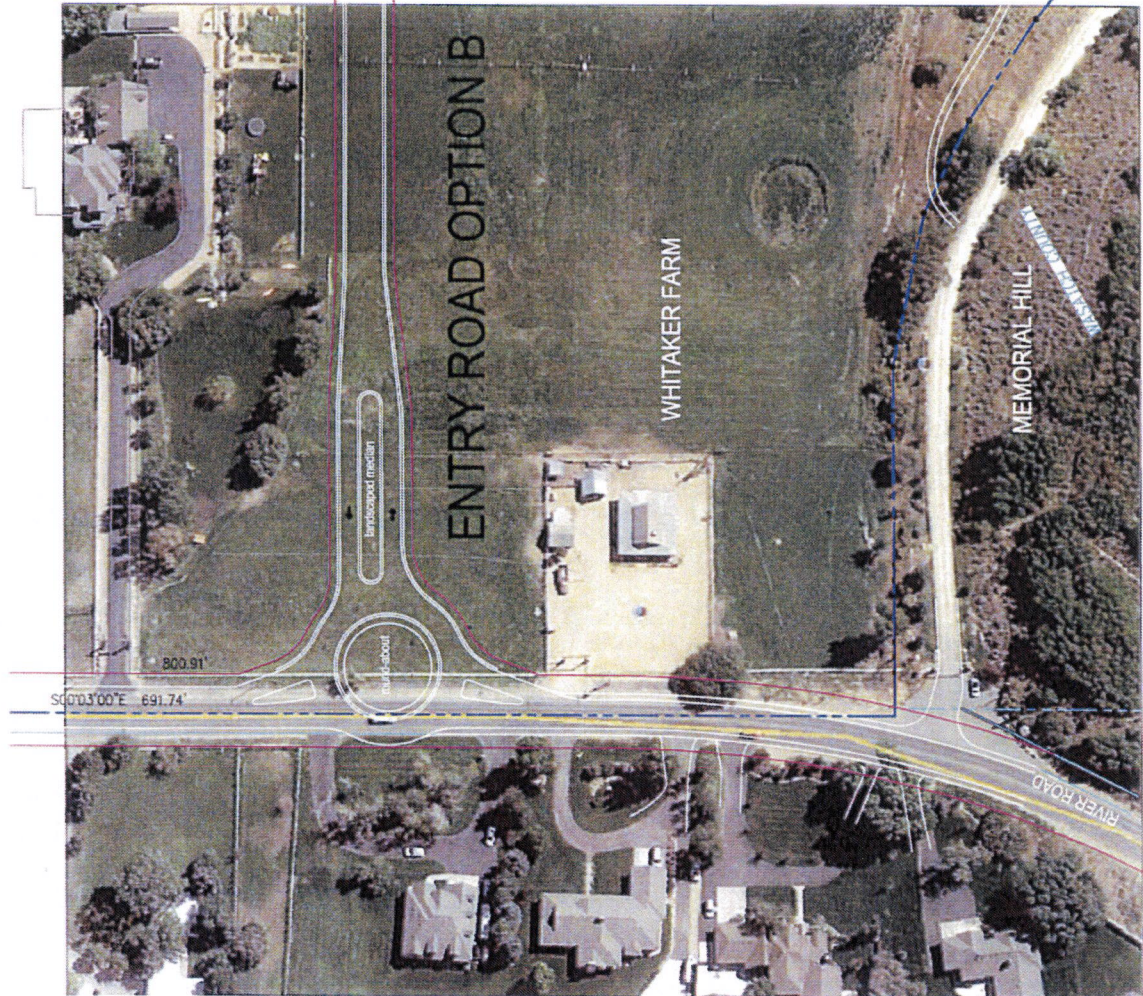







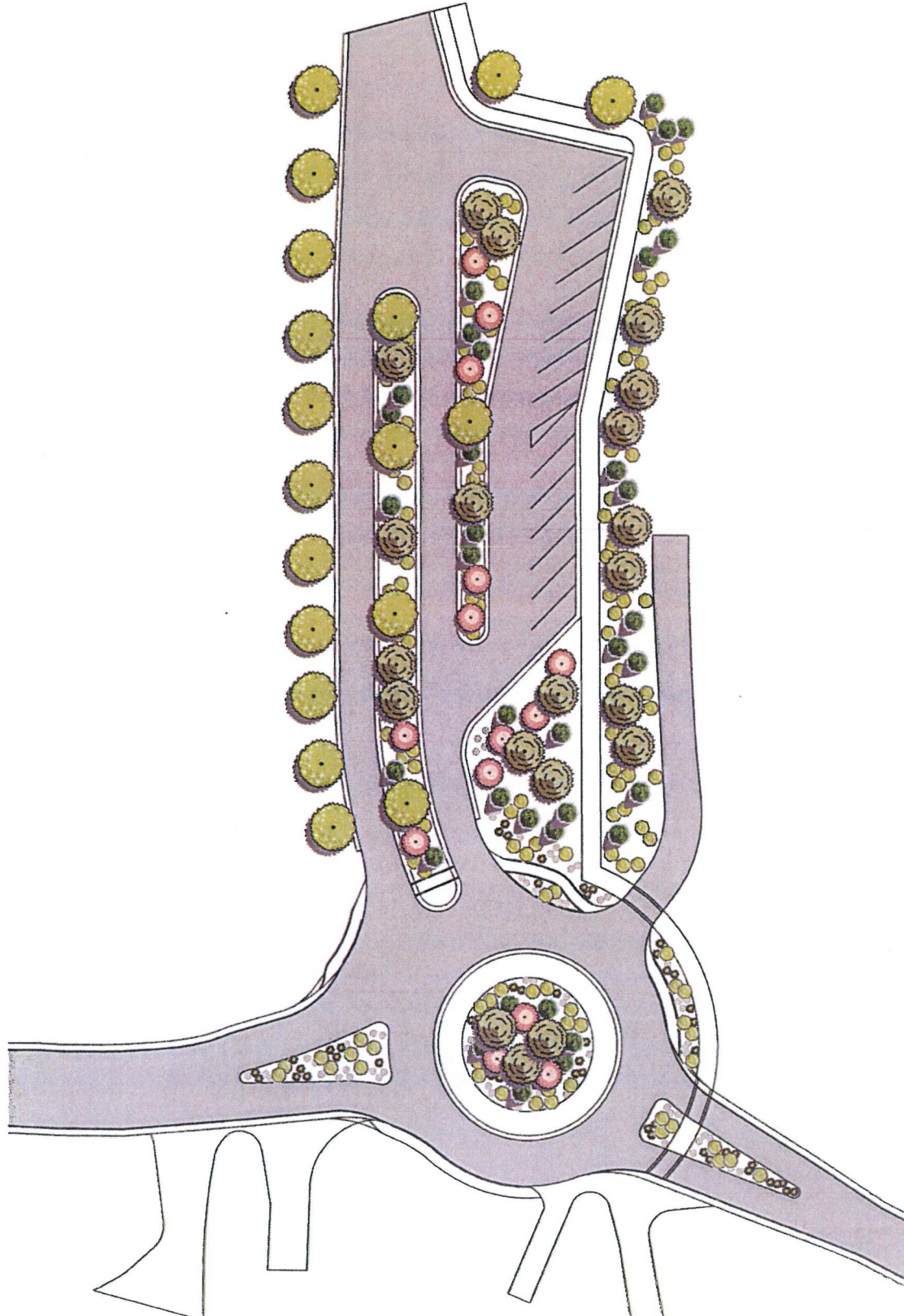


EXHIBIT F

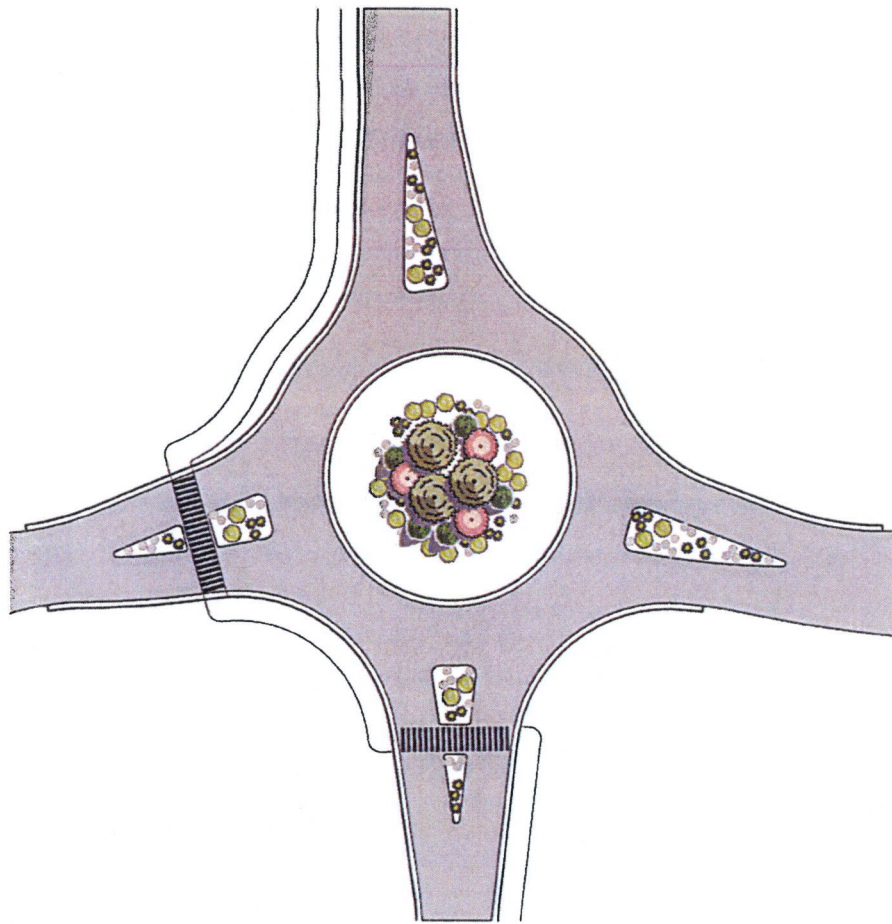
PLANT LEGEND

	OVERHEAD TREE	21
	GROUNDHILL TREE	14
	GROUNDHILL TREE	16
	SMALL GROUNDHILL TREE	16
	GRASS	14
	PERENNIALS	71
	SHRUBS	148



WHITAKER FARMS ROUND ABOUT @ 600 N & RIVER RD
 05/13/17

EXHIBIT G



PLANT LEGEND

	11
	14
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	18
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	23
	27
	28

EXHIBIT H



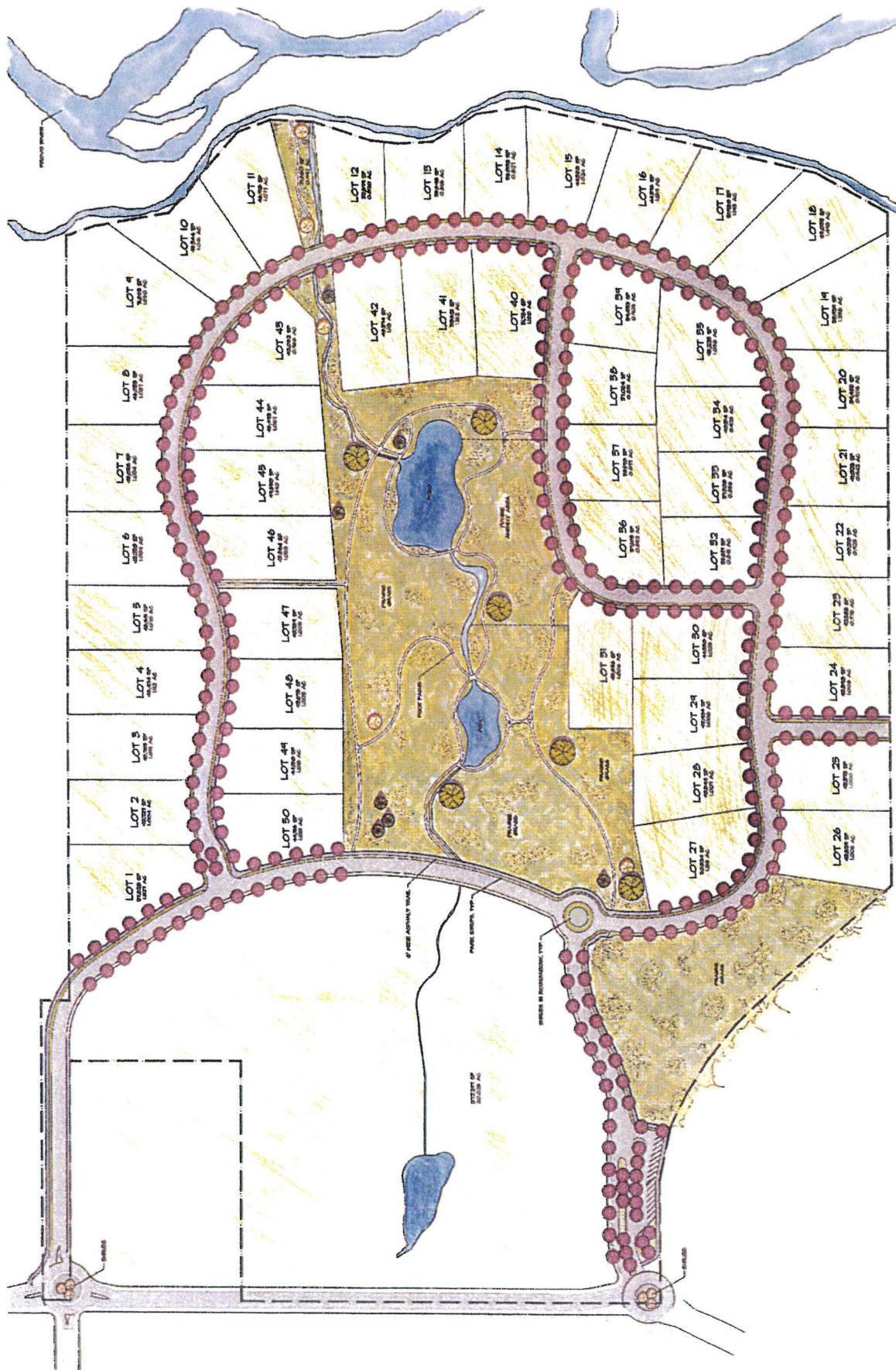
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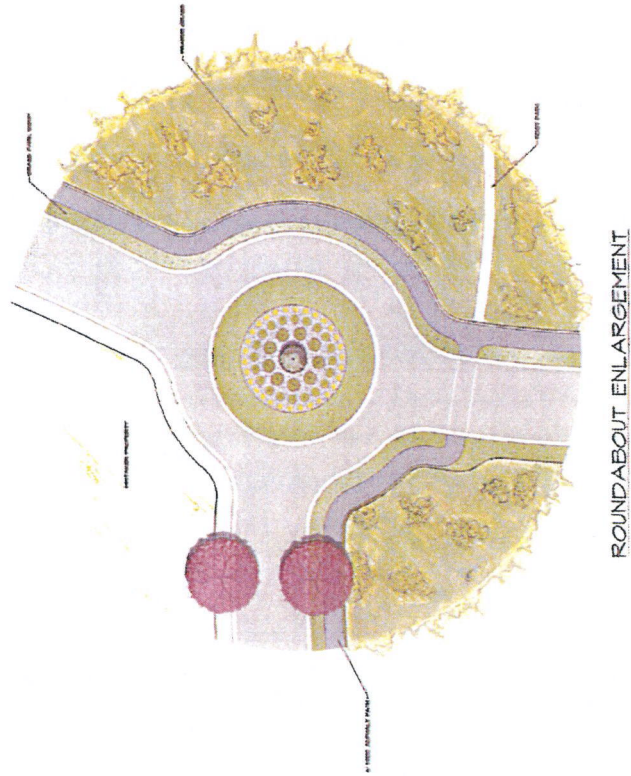
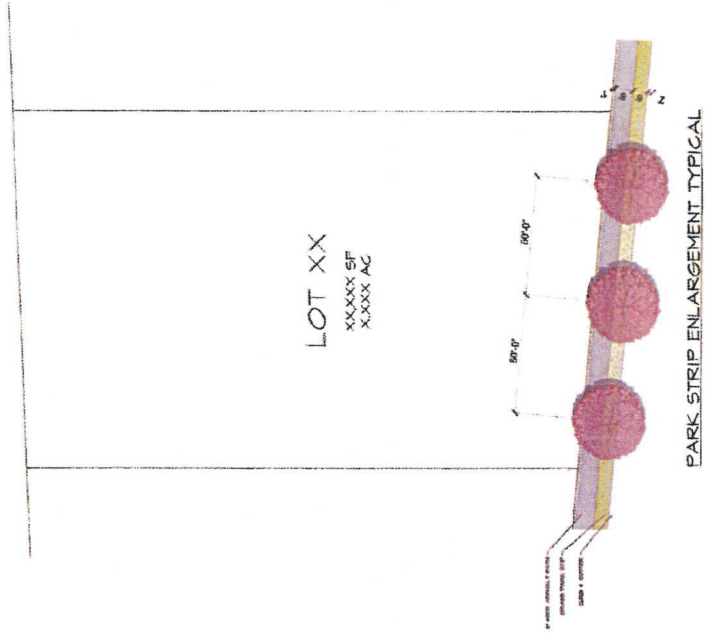
SCALE DRAWING: LOT



LANDSCAPE PLAN

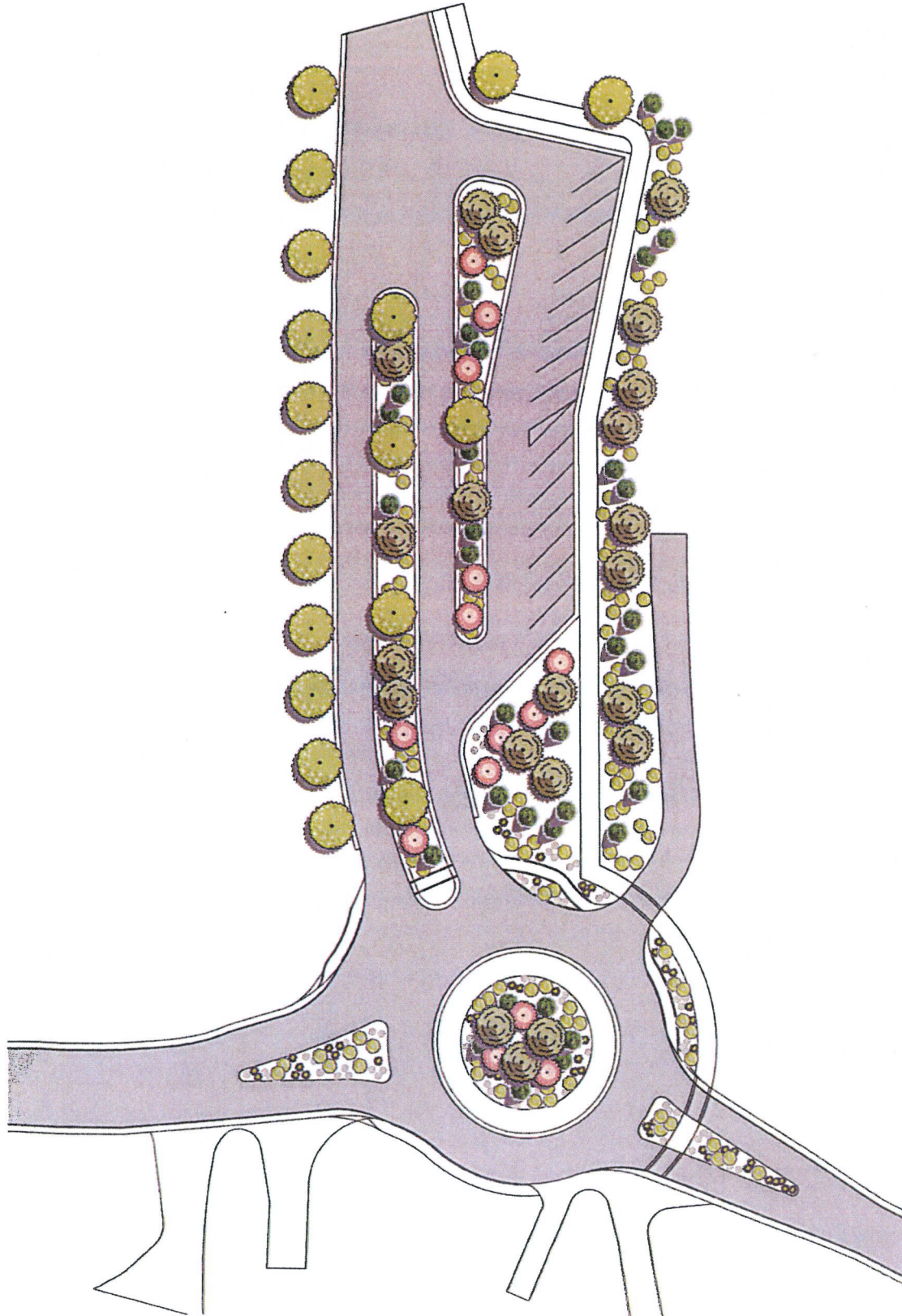
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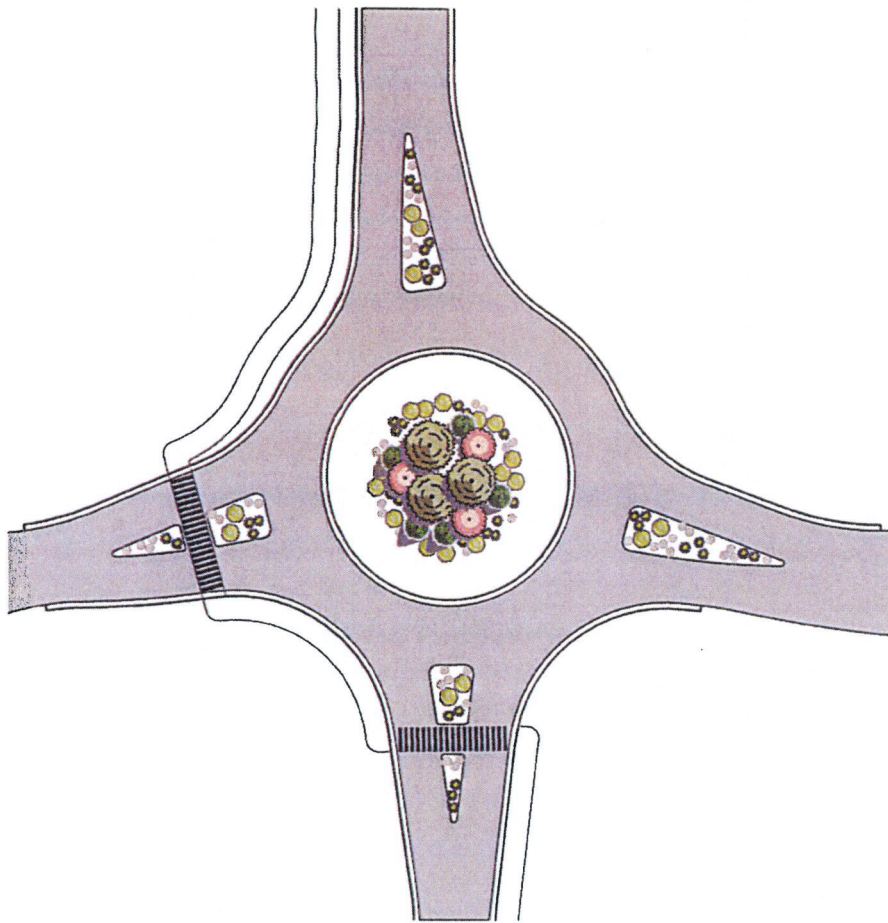
PLANT LEGEND

	DECIDUOUS TREE	21
	ORNAMENTAL TREE	14
	GROUNDHURD TREE	18
	SMALL EVERGREEN TREE	25
	SHRUBS	22
	PERENNIALS	71
	GRASSES	108










WHITAKER FARMS ROUND ABOUT @ 600 N & RIVER RD

SUB PLOT
0613117

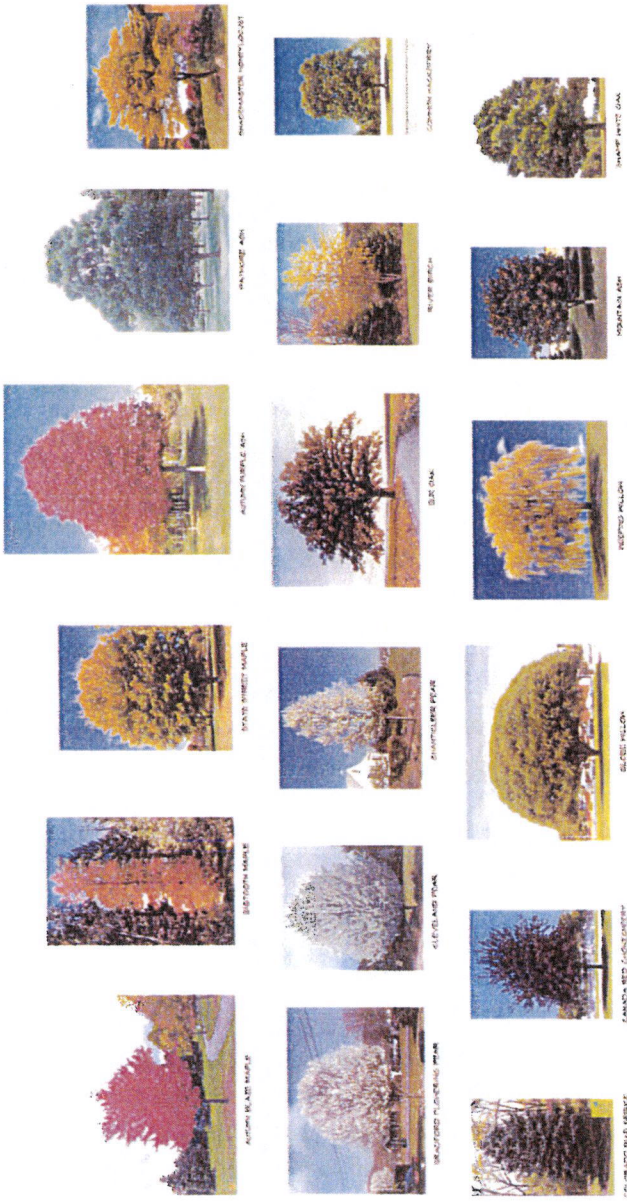


PLANT LEGEND

	EVERGREEN PALM TREE	21
	ORNAMENTAL TREE	14
	DECIDUOUS TREE	18
	SMALL LANDSCAPE SHRUB	36
	SHRUBS	63
	CONEFLOWER	71
	FLOWERS	156

PLANTING NOTES

1. MAINTAIN 15' CLEARANCE TO ALL EXISTING AND PROPOSED UTILITIES.
2. MAINTAIN 15' CLEARANCE TO ALL EXISTING AND PROPOSED UTILITIES.
3. MAINTAIN 15' CLEARANCE TO ALL EXISTING AND PROPOSED UTILITIES.
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15. MAINTAIN 15' CLEARANCE TO ALL EXISTING AND PROPOSED UTILITIES.

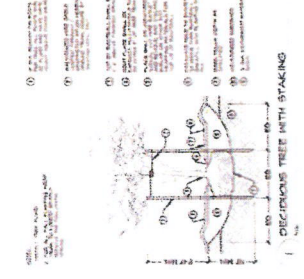
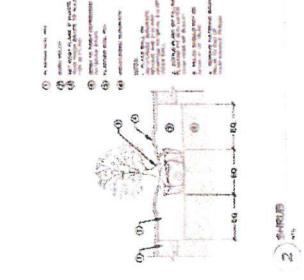
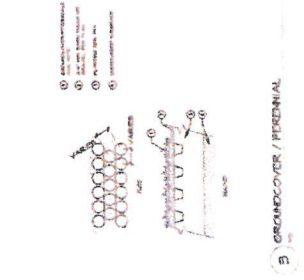
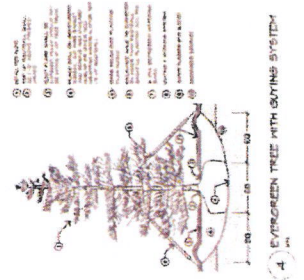


OPTIONAL STREET TREES

OPTIONAL STREET TREES FOR 4' TO 8' CLEARANCE
 1. AMERICAN REDBUD
 2. BURNING BUSH
 3. CHERRY BLOSSOM
 4. DOGWOOD
 5. HONEYLOCUST
 6. LINDEN
 7. NORTHERN WHITE OAK
 8. PLUM TREE
 9. REDBUD
 10. SWEET BIRCH
 11. SYCAMORE
 12. WILLOW
 13. YEW

OPTIONAL OPEN SPACE TREES

OPTIONAL OPEN SPACE TREES FOR 8' TO 15' CLEARANCE
 1. AMERICAN REDBUD
 2. BURNING BUSH
 3. CHERRY BLOSSOM
 4. DOGWOOD
 5. HONEYLOCUST
 6. LINDEN
 7. NORTHERN WHITE OAK
 8. PLUM TREE
 9. REDBUD
 10. SWEET BIRCH
 11. SYCAMORE
 12. WILLOW
 13. YEW





RESOLUTION 2019-12

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE WHITAKER FARMS SUBDIVISION

WHEREAS, Utah law authorizes municipalities to enter into development agreements for the use and development of land within the municipality; and

WHEREAS, the Midway City Council finds it in the public interest of the City of Midway to enter into a development agreement with the developer of the proposed Whitaker Farms Subdivision for the use and development of the land included within that proposed project;

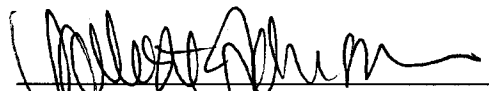
NOW, THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The Midway City Council approves the development agreement attached hereto and authorizes the Mayor of Midway City to execute the agreement on behalf of the City.

Section 2: The effect of this Resolution is subject to all conditions of the land use approval granted by the City for the proposed project.

PASSED AND ADOPTED by the Midway City Council on the 18th day of June 2019.

MIDWAY CITY



Celeste Johnson, Mayor

ATTEST:



Brad Wilson, Recorder

