

**ANNEXATION AGREEMENT  
FOR  
KOHLER & RELATED PROPERTIES**

This Agreement is made and entered into by and between MIDWAY CITY, a political subdivision of the State of Utah, Herein after referred to as "City" and the Signers of the "KOHLER ANNEXATION" Petition, accepted on the 5<sup>th</sup> day of July, 2001 by the Midway City Council, hereafter referred to as "Petitioners"

**RECITALS**

A. Midway City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9-101 *et seq.*, and UCA 10-2-402 *et seq.* 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 exercise of its legislative discretion, has elected to enter into this agreement.

B. Petitioners are the owners of certain real property further described on "Exhibit "A", hereafter referred to as the "Property". This property is legally described on Exhibit "A" attached hereto and incorporated herein by reference.

C. The property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance. Petitioners and City desire to allow Petitioners to make improvements to the property.

D. The improvements and changes to be made to the Property shall be consistent with the current ordinances and standards of the City of Midway, any future changes to ordinances and standards of the City of Midway, and the City of Midway General Plan.

E. Petitioners and City acknowledge and agree that the development and improvement of the 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 Property and the City in ongoing future communications and relations with the community.

F. The City's governing body has authorized execution of this Agreement by Resolution No. 2001- 15, to which this Agreement is attached.

G. 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.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

**I. Recitals.** The recitals set forth above are incorporated herein by this reference.

**II. Conditions Precedent.** City and Petitioners agree, understand and acknowledge that this development agreement is for the development of real property described herein by Petitioners. Further City and Petitioners agree and understand that this agreement shall be a covenant running with the land and shall bind any future owners, heirs, or assigns.

**III. Permitted Uses of Property.** The permitted uses for the Property shall be those uses specifically listed in the Zoning Ordinance of Midway City, as may from time to time be amended .

**IV. Term.** This Agreement shall be effective as of the date of annexation of the Property into Midway City and shall continue in full force and effect from that time on.

**V. General Provisions.**

Ent 235607 Bk 0515 Pg 0113-0121  
ELIZABETH PARCELL, Recorder  
WASATCH COUNTY CORPORATION  
2001 AUG 2 4:32pm Fee 26.00 MWC  
FOR WATTS DUTCH FIELDS LLC

A. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision 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, and that all necessary actions have been taken to give full force and effect to this Agreement. Petitioners represents and warrants that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Petitioners 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. Petitioners represents to the City that by entering into this Agreement, Petitioners has bound the property and all persons and entities having a legal or equitable interest to the terms of the Agreement.

C. Entire Agreement. This Agreement, including exhibits, constitutes the entire agreement between the parties.

D. Amendment of this Agreement. This Agreement may be amended in whole or in part with respect to all or any portion of the Property by the Mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of 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 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 shall 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 Fee and Costs. If any party brings legal action either because of a breach of the Agreement or to enforce a provision of the Agreement, the prevailing party shall be entitled to 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. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Property.

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 Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

## **VI. 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 Property upon annexation, and to provide for future development of the Property in accordance with the adopted Ordinances of the City and the laws of the State of Utah, as they may from time to time be amended.

VII. Annexation

City, pursuant to a petition filed by a majority of the lands owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into City the area described on the annexation plat, which is attached hereto and incorporated herein by this reference. The area to be annexed and the annexation shall be subject to the terms and Conditions of this agreement as well as the annexation ordinances of City. The area to be annexed is part of the unincorporated area of Wasatch County, state of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

- A. Contiguity: The area proposed for annexation is contiguous to the boundaries of City.
- B. Within Declaration Area: The area to be annexed is within the area identified by City in its annexation policy declaration statement for possible annexation into the City.
- C. Not Within Another City: The area to be annexed is not included within the boundaries of any other incorporated municipality.
- D. No Pending Incorporation. There are no pending petitions to incorporate the area to be annexed.
- E. No Unincorporated Islands: The annexation of this area will not leave or create any islands of unincorporated territory requiring municipal type services.
- F. Not Solely for Revenue: The annexation is not being pursued by 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. City Can Serve: City intends to provide the same level of municipal services to the annexed territory as it provides all other areas within its boundaries that is developed as a Planned Unit Development, except that Developer shall provide water and construct a water system for both domestic and irrigation use within the Development and may be required to furnish water storage should the existing City system be inadequate and will maintain and accomplish snow removal on private roads only within the annexed area as set forth herein.
- H. Petition was Proper: A petition for annexation of this property was properly signed by the majority of land owners of a majority of the land area within the area proposed for annexation.
- I. No Fiscal Burden Created: City has determined that annexation of this area will not create fiscal burdens on City that will not be off-set by the revenues expected to be generated by virtue of this annexation.
- J. Compatibility: The annexation is a compatible land use within this community.
- K. Illegal Peninsulas: The area to be annexed into the City does not create any illegal peninsulas of unincorporated county projecting into the City.

VIII. GENERAL CHARACTER OF THE LAND TO BE ANNEXED.

- A. Description of Land: The property to be annexed consists of approximately 247 acres of land. The area proposed for annexation is located adjacent to the current northeastern boundary of Midway City. The topography of the land is generally flat, with some hills and a general drainage pattern from west to east.
- B. Municipal Services Required: The property will require municipal services from the City. The extent of services required and the parties' obligations thereto are set forth in the following conditions of annexation.

IX. CONDITIONS OF ANNEXATION.

A. **Conditions of Annexation of the Kohler et al Parcels**

As a condition of Midway City Annexing the Property, Petitioners accept the following terms:

- 1. Petitioners agree that all development proposals will be required to process concept, preliminary and final plans through the City Planning Commission and Council under the Midway City Ordinances (as may be from time to time

amended) and agree that no "vesting rights" issues exist with Midway City under any previous application, agreement, or approval.

2. Petitioners will adhere to the City Building Code and all other applicable city, county, state, and federal codes, as may be amended from time to time.

3. Petitioners understand and agree that upon development of their respective properties, that they will be required to make improvements, at their own expense, for all onsite infrastructure and may be required to participate in offsite infrastructure improvements, either in whole or in part, that are shown by the city to be rationally related to the impact the development has on existing City infrastructure. Said infrastructure improvements may include any or all, but are not limited to, the following: water, sewer, road, trails, parks, and storm drain systems. Petitioners understand and agree that these improvements may be in addition to impact fees that are currently or may be assessed in the future and that currently, the City assesses impact fees at the time of building permit issuance.

4. Petitioners understand and agree that upon development of their respective properties, that they will be required to turn over to Midway City water rights or Midway Irrigation water shares, or acceptable equivalent as determined by the City, to cover the water requirements of the development for both indoor and outdoor water use.

5. The City and petitioners understand and agree that upon annexation, the area within the annexation boundary will be zoned RA-1-43 and that the City makes no promises for other zoning designations in the future.

6. Upon application for development of their respective properties, Petitioners will submit appropriate documentation and designs relative to the roads within the development, which will be built to the city standards at the time of construction, but which may remain private or public as detailed and approved by the City Council on the final plat. Petitioners understand that the City is currently working on a Sensitive lands ordinance which may affect parcels within this annexation and the development thereof.

7. Upon development of their respective properties, Petitioners agree to work with the City, Wasatch County, and the Wasatch State Park to align trails systems on their respective properties with trail system plans of these entities. Further, petitioners agree to work together to provide a trail system that interconnects between the properties within the annexation boundary.

#### **B. Kolher Property Development Section**

The items in this section are in addition to subsection IX A above and cover specifically the proposed Kohler Development ("Kohlers"). The City understands that the Kohlers wish to proceed with this development as soon as possible. City understands that the Kohlers are the sponsors of this Petition and wish to define further their obligations and those of the City. This section shall also bind any future heirs in interest or other assigns of the Kohlers.

Kohlers agree that any development plans submitted will take into consideration a minimum of the following:

1. Road Improvements—the following roads will be improved by the proposed Kohler Development as specified at the time of construction of the development:

- a. River Road improvements, from Burgi Lane to Dutch Canyon Road intersections—half width to City arterial road right-of-way standards.
- b. Dutch Canyon Road—half width to City residential right-of-way standards.
- c. Costs associated with the realignment and construction of the Burgi Lane/River Road intersection that are due to the proposed development. The following issues will be discussed regarding the roads listed in this subsection.

2. Kohlers agree to place trails within the development, which will connect to the future Burgi Lane Trail and provide a connection to trails to the northeast.

3. Water shares or rights and/or a resolution of the private water supply issues, to provide water rights, infrastructure and water, in an amount determined by the City Water Advisory Board and City Council. Agreed upon shares or rights shall be turned over to the City prior to recordation of the Final Plat.

4. City agrees that the zoning of the annexed area will be RA-1-43. The City understands that the Kohlers would like to discuss the possibility of a commercial use on the southwest portion of their property (three acres maximum). The City makes no promises, but agrees to discuss this request during the plat approval process.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written:

**CITY OF MIDWAY**  
**a Utah Municipal Corporation**

ATTEST:

By: Elva S. Baum  
Elva Baum  
City Recorder

By: Eugene H. Owens  
Eugene H. Owens  
Mayor

Seal:



APPROVED AS TO FORM:

By: Kraig Powell  
Craig Powell  
City Attorney

**Kohler Et Al Annexation Petitioners**

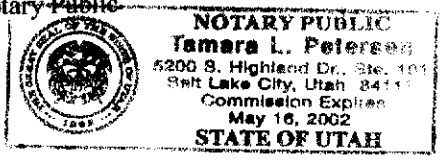
Kameron Kohler  
Kameron Kohler

STATE OF UTAH                    )  
  )ss  
County of Wasatch                )

The foregoing instrument was acknowledged before me this 1 day of August

2001 by Kameron Kohler on behalf of himself.

Tamara L. Petersen  
Notary Public



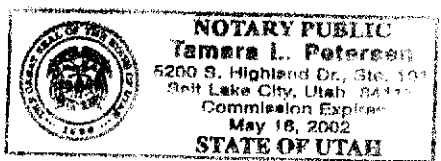
My Commission Expires: 5/16/02

Grant B Kohler  
Grant Kohler

STATE OF UTAH )  
 )ss  
County of Wasatch )

The foregoing instrument was acknowledged before me this 1 day of August  
2001 by Grant Kohler, on behalf of himself.

Tamara L. Petersen  
Notary Public  
5/16/02

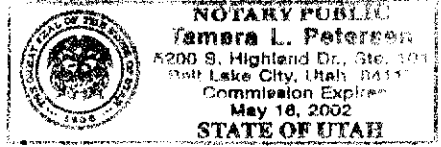


Scott Whimpy  
 Scott Whimpy  
 STATE OF UTAH )  
 )ss  
 County of Wasatch )

The foregoing instrument was acknowledged before me this 1 day of August 2001 by Scott Whimpy on behalf of himself.

Tamara L. Petersen  
 Notary Public

My Commission Expires: 5/16/02



Brian Murphy  
 Brian Murphy

STATE OF UTAH )  
 )ss  
 County of Wasatch )

The foregoing instrument was acknowledged before me this 1 day of August 2001 by Brian Murphy on behalf of himself.

Tamara L. Petersen  
 Notary Public

My Commission Expires: 5/16/02

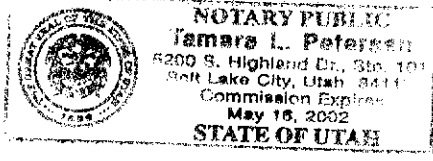


Exhibit "A"

Annexation Boundary Description

BEGINNING AT THE WASATCH COUNTY SURVEYOR'S MONUMENT FOR THE NORTH ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE NORTH 89°39'47" EAST 967.56 FEET ALONG THE SECTION LINE LYING BETWEEN SAID SECTION CORNER AND THE WASATCH COUNTY SURVEYOR'S MONUMENT FOR THE NORTHEAST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, TO THE POINT OF INTERSECTION OF SAID SECTION LINE AND A LINE RUNNING PARALLEL TO AND OFFSET SOUTHERLY 12.00 FEET FROM THE EXISTING CENTERLINE OF THE RIVER DITCH; AND RUNNING THENCE ALONG SAID OFFSET LINE THE FOLLOWING TWENTY-FOUR (24) COURSES: NORTH 01°09'47" EAST 58.22 FEET, THENCE NORTH 11°26'47" WEST 27.89 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND FROM WHICH A RADIAL LINE BEARS NORTH 78°33'13" EAST 5.95 FEET, THENCE NORTHEASTERLY 13.25 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 127°36'14" (CHORD BEARS NORTH 52°21'20" EAST 10.68 FEET), THENCE ON A TANGENT LINE SOUTH 63°50'33" EAST 69.83 FEET, THENCE SOUTH 50°31'48" EAST 40.61 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST AND FROM WHICH A RADIAL LINE BEARS NORTH 39°28'12" EAST 40.54 FEET, THENCE SOUTHEASTERLY 40.06 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°37'07" (CHORD BEARS SOUTH 78°50'21" EAST 38.45 FEET), THENCE ON A TANGENT LINE NORTH 72°51'05" EAST 20.96 FEET, THENCE NORTH 56°11'14" EAST 53.54 FEET, THENCE NORTH 42°18'18" EAST 113.68 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND FROM WHICH A RADIAL LINE BEARS SOUTH 47°41'42" EAST 229.32 FEET, THENCE NORTHEASTERLY 59.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°57'57" (CHORD BEARS NORTH 49°47'16" EAST 59.73 FEET), THENCE ON A TANGENT LINE NORTH 57°16'15" EAST 99.75 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND FROM WHICH A RADIAL LINE BEARS SOUTH 32°43'45" EAST 68.00 FEET, THENCE NORTHEASTERLY 33.34 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°05'20" (CHORD BEARS NORTH 71°18'55" EAST 33.00 FEET), THENCE ON A TANGENT LINE NORTH 85°21'34" EAST 45.31 FEET, THENCE SOUTH 85°01'08" EAST 46.96 FEET, THENCE NORTH 85°08'20" EAST 60.08 FEET, SOUTH 82°39'46" EAST 92.64 FEET, THENCE NORTH 87°00'48" EAST 72.53 FEET, THENCE NORTH 81°11'56" EAST 326.50 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH AND FROM WHICH A RADIAL LINE BEARS SOUTH 08°48'04" EAST 38.48 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE 21.15 FEET THROUGH A CENTRAL ANGLE OF 31°29'41" (CHORD BEARS SOUTH 83°03'14" EAST 20.89 FEET) TO A POINT ON THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND FROM WHICH A RADIAL LINE BEARS NORTH 22°41'37" EAST 304.03 FEET, THENCE SOUTHEASTERLY 220.68 FEET THROUGH A CENTRAL ANGLE OF 41°35'15" (CHORD BEARS SOUTH 88°06'00" EAST 215.86 FEET), THENCE ON A TANGENT LINE NORTH 71°06'22" EAST 162.75 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH AND FROM WHICH A RADIAL LINE BEARS SOUTH 18°53'38" EAST 38.00 FEET, THENCE SOUTHEASTERLY 31.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°53'00" (CHORD BEARS SOUTH 84°57'08" EAST 30.84 FEET) TO A POINT ON THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH AND FROM WHICH A RADIAL LINE BEARS NORTH 28°59'22" EAST 177.70 FEET, THENCE SOUTHEASTERLY 151.68 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°54'26" (CHORD BEARS SOUTH 85°27'51" EAST 147.12 FEET), THENCE NORTH 80°56'30" EAST 60.00 FEET TO THE EASTERN LIMIT OF THE PROPOSED 60' DUTCH CANYON RIGHT-OF-WAY, THENCE SOUTH 09°03'30" EAST 276.88 FEET ALONG THE EASTERN LIMIT OF THE PROPOSED DUTCH CANYON ROAD RIGHT-OF-WAY, THENCE ALONG THE ARC OF A 670 FOOT RADIUS CURVE TO THE RIGHT 239.71 FEET (CURVE HAS A CENTRAL ANGLE OF 20°29'56" AND A CHORD BEARING SOUTH 19°18'28" EAST 238.43 FEET) ALONG THE SAID EASTERN RIGHT-OF-WAY LIMIT, THENCE SOUTH 29°33'26" EAST 779.59 FEET TO THE SOUTHERN LIMIT OF THE RIVER ROAD RIGHT-OF-WAY, THENCE SOUTH 40°20'06" WEST 1313.71 FEET ALONG THE SOUTH RIVER ROAD RIGHT-OF-WAY LINE; THENCE SOUTH 38°11'44" WEST 511.76 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND FROM WHICH A RADIAL LINE BEARS NORTH 51°48'16" WEST 1155.93 FEET; THENCE SOUTHWESTERLY 1038.21 FEET ALONG THE SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 51°27'38" (CHORD BEARS SOUTH 63°55'33" WEST 1003.66 FEET); THENCE ON A TANGENT LINE SOUTH 89°39'22" WEST 523.86 FEET ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST AND FROM WHICH A RADIAL LINE BEARS SOUTH 00°20'38" EAST 548.78 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE 859.83 FEET THROUGH A CENTRAL ANGLE OF 89°46'15" (CHORD BEARS SOUTH 44°46'15" WEST 774.54 FEET); THENCE ON A NON-TANGENT LINE SOUTH 89°53'07" WEST 34.00 FEET MORE OR LESS TO THE APPARENT BOUNDARY LINE OF MIDWAY CITY, SAID BOUNDARY LINE ASSUMED TO LIE ON THE ONE-QUARTER SECTION LINE BETWEEN THE ONE-QUARTER SECTION LINE LYING BETWEEN THE NORTH ONE-QUARTER CORNER OF SAID SECTION AND THE WASATCH COUNTY SURVEYOR'S MONUMENT FOR THE SOUTH ONE-QUARTER CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°06'53" WEST 572.49 FEET MORE OR LESS ALONG SAID CITY BOUNDARY LINE;

THENCE SOUTH 89°14'49" WEST 1391.43 FEET MORE OR LESS ALONG SAID CITY BOUNDARY LINE TO THE SOUTHEAST CORNER OF THAT CERTAIN ANNEXATION DECLARATION NAMED "MIDWAY VILLAGES L.C." AND DESCRIBED AND REFERENCED IN ENTRY NUMBER 201227, IN BOOK 374, AT PAGES 769-778; THENCE ALONG THE EASTERLY BOUNDARY OF SAID ANNEXATION DECLARATION THE FOLLOWING SIX (6) COURSES: NORTH 00°11'00" EAST 1242.53 FEET, THENCE NORTH 750.03 FEET, THENCE NORTH 24°38'01" WEST 276.02 FEET, THENCE NORTH 09°16'14" WEST 226.93 FEET, NORTH 14°42'49" EAST 146.90 FEET, THENCE NORTH 03°34'19" WEST 58.66 FEET TO THE POINT OF INTERSECTION OF SAID EASTERLY ANNEXATION DECLARATION LINE AND THE SECTION LINE LYING BETWEEN THE NORTH ONE-QUARTER OF SAID SECTION 26 AND THE WASATCH COUNTY SURVEYOR'S MONUMENT FOR THE NORTHWEST CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°35'37" EAST 1500.00 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

TOTAL ACREAGE 255.43 ACRES



**RESOLUTION NUMBER 2001- 15**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, PURSUANT TO SECTION 10-9-101 ET SEQ. OF THE UTAH CODE ANNOTATED, EXECUTING THE AGREEMENT FOR THE KOHLER ET AL ANNEXATION.

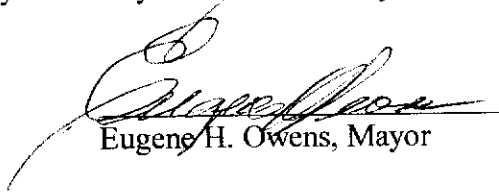
WHEREAS the signers of the petition for annexation, which was accepted by the Midway City Council on the 22nd day of March, 2001, also known as the "Kohler Et Al Annexation" ("Petitioner") request that the City of Midway ("City") enter into an annexation development agreement for the property described on Exhibit "A" of the Kohler Et Al Annexation Agreement "Property"; and

WHEREAS, Mayor and City Council of the City of Midway find that an agreement governing the improvements to the Property are in the interest of health, safety, and general welfare of the City and the surrounding property owners.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH UTAH:

Section 1 That pursuant to Utah Code Annotated 10-9-101 et seq., the owners of the Property are hereby granted an Annexation Development Agreement. Said agreement is attached to this resolution.


PASSED AND ADOPTED by the Mayor and City Council of the City of Midway, Utah, this 5th day of July, 2001.

  
Eugene H. Owens, Mayor

ATTEST:

APPROVED AS TO FORM:

  
Elva Baum, City Recorder

  
Craig D. Powell  
City Attorney

SEAL:

