

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.

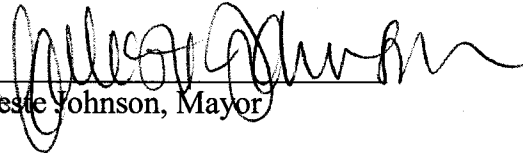
IN WITNESS THEREOF, this Agreement has been entered into by and between the Applicant and the City as of the date and year first above written.

Remainder of Page Intentionally Left Blank

Signature Page Follows

CITY OF MIDWAY

Attest:


 Celeste Johnson, Mayor

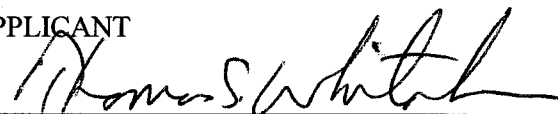

 Brad Wilson, City Recorder

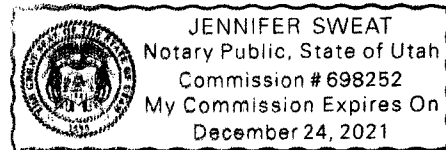
STATE OF UTAH)
 :SS
 COUNTY OF WASATCH)

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.


 NOTARY PUBLIC

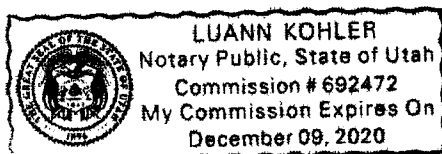
APPLICANT


 Thomas S. Whitaker, Individually



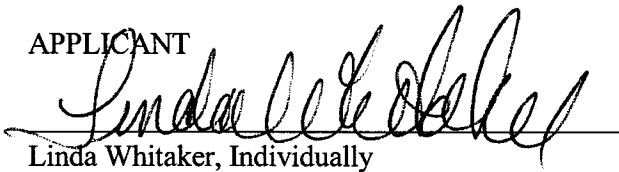
STATE OF UTAH)
 :SS
 COUNTY OF WASATCH)

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.



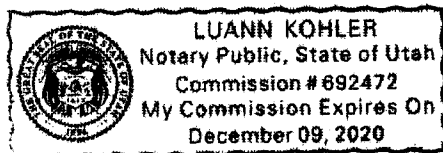

 NOTARY PUBLIC

APPLICANT


Linda Whitaker, Individually

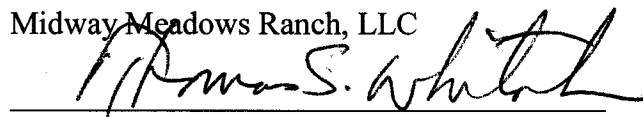
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

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.



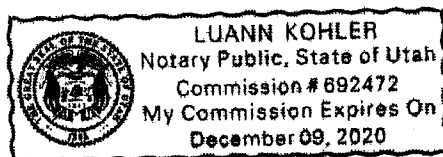

NOTARY PUBLIC

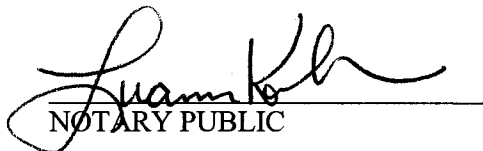
Midway Meadows Ranch, LLC


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.




NOTARY PUBLIC

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

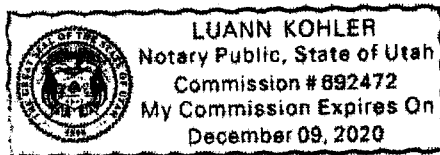
Thomas S. Whitaker

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

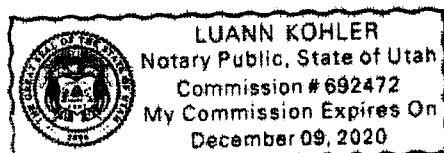
Linda P. Whitaker

By: Linda P. Whitaker

Its: Trustee

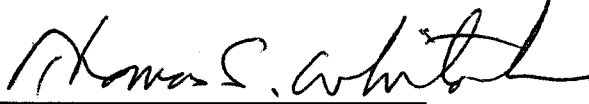
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

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

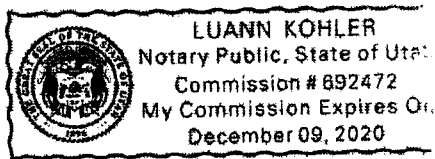
Thomas S. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999



By: Thomas Whitaker
Its: Trustee

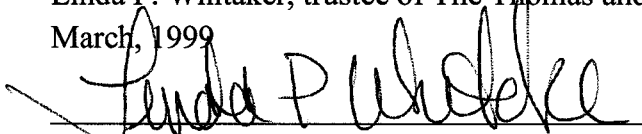
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

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.




NOTARY PUBLIC

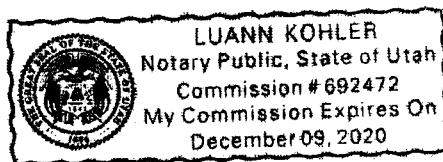
Linda P. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999



By: Linda P. Whitaker
Its: Trustee

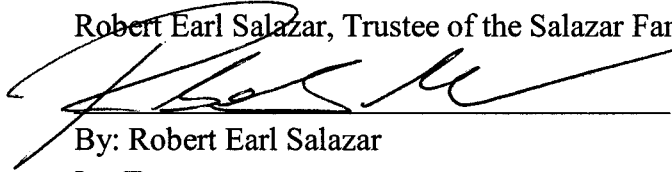
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

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.



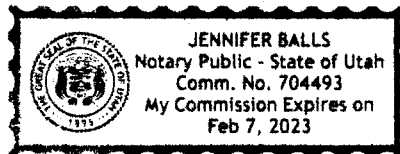

NOTARY PUBLIC


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


By: Robert Earl Salazar
Its: Trustee

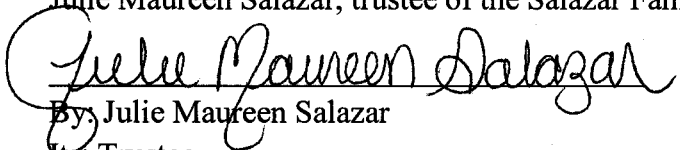
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

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.



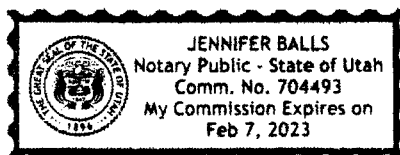

NOTARY PUBLIC

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


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.

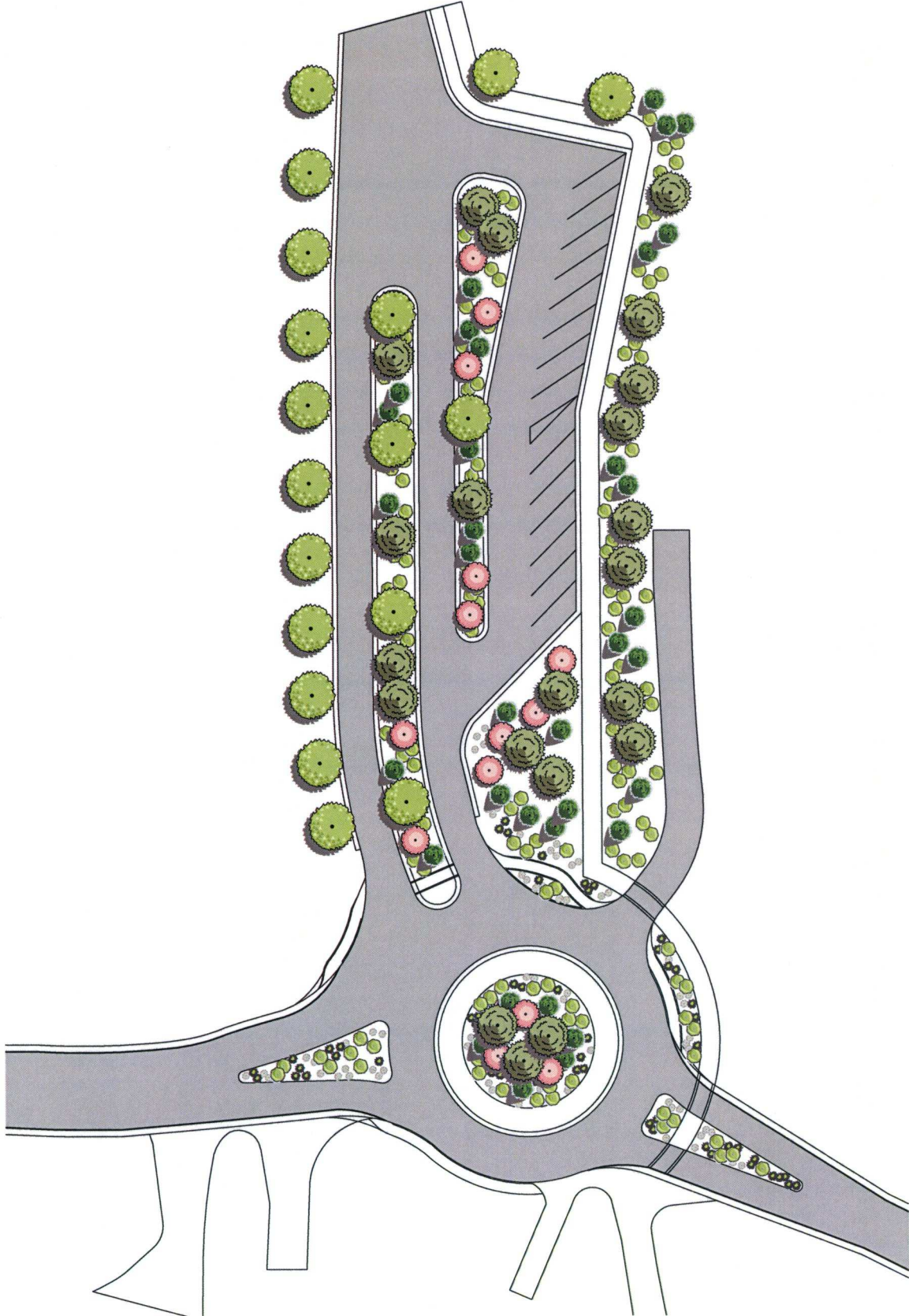



NOTARY PUBLIC

EXHIBIT A

PLANT LEGEND

	EVERGREEN TREE	21
	ORNAMENTAL TREE	14
	DECIDUOUS TREE	18
	SMALL EVERGREEN TREE	35
	GRASSES	59
	PERENNIALS	71
	SHRUBS	135



WHITAKER FARMS ROUNDABOUT @ 600 N & RIVER RD

EXHIBIT B

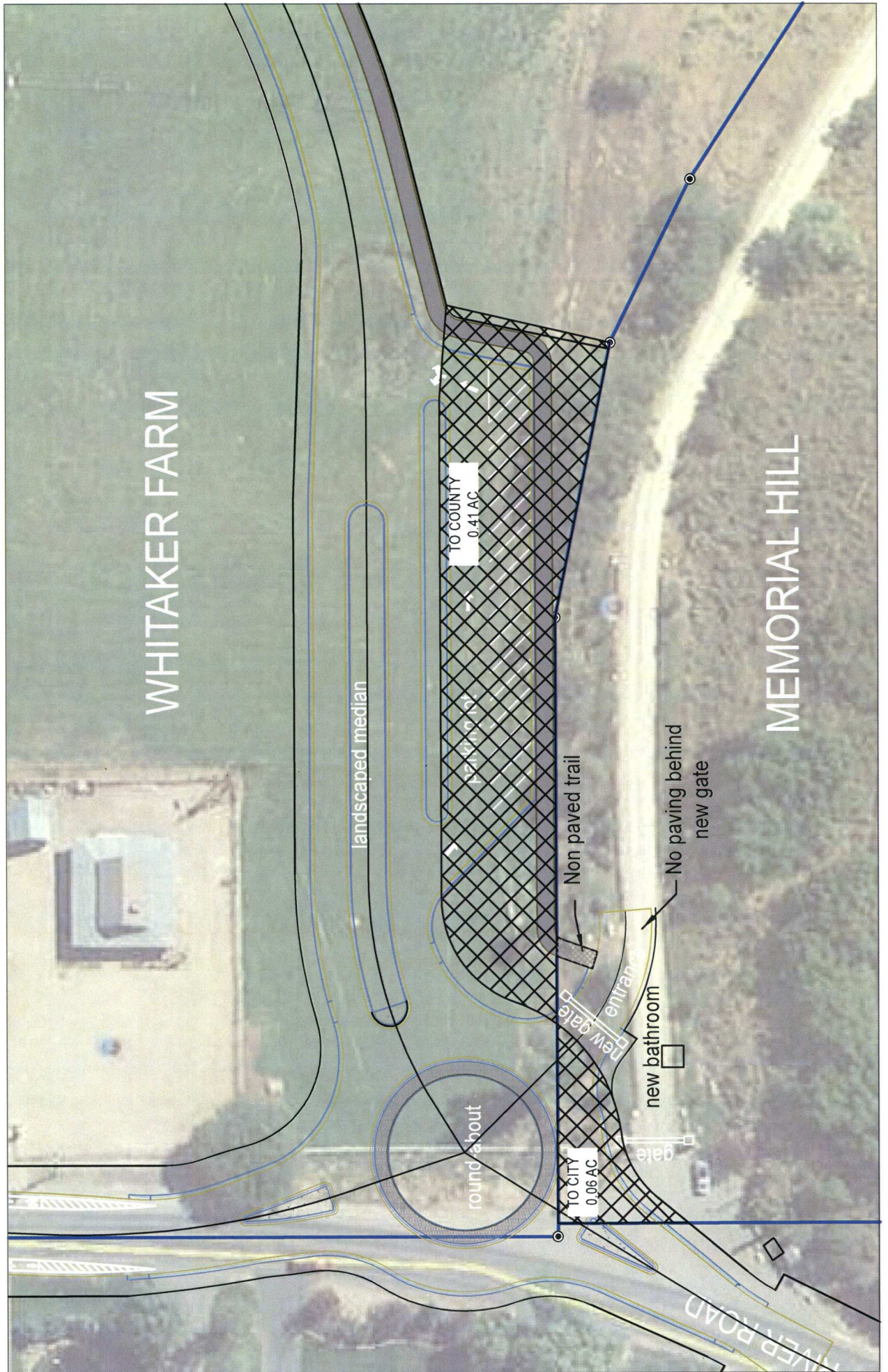


PLANT LEGEND

	EVERGREEN TREE	21
	ORNAMENTAL TREE	14
	DECIDUOUS TREE	18
	SMALL EVERGREEN TREE	35
	SHRUBS	53
	PERENNIALS	71
	STUCCO	135

EXHIBIT C

EXHIBIT A



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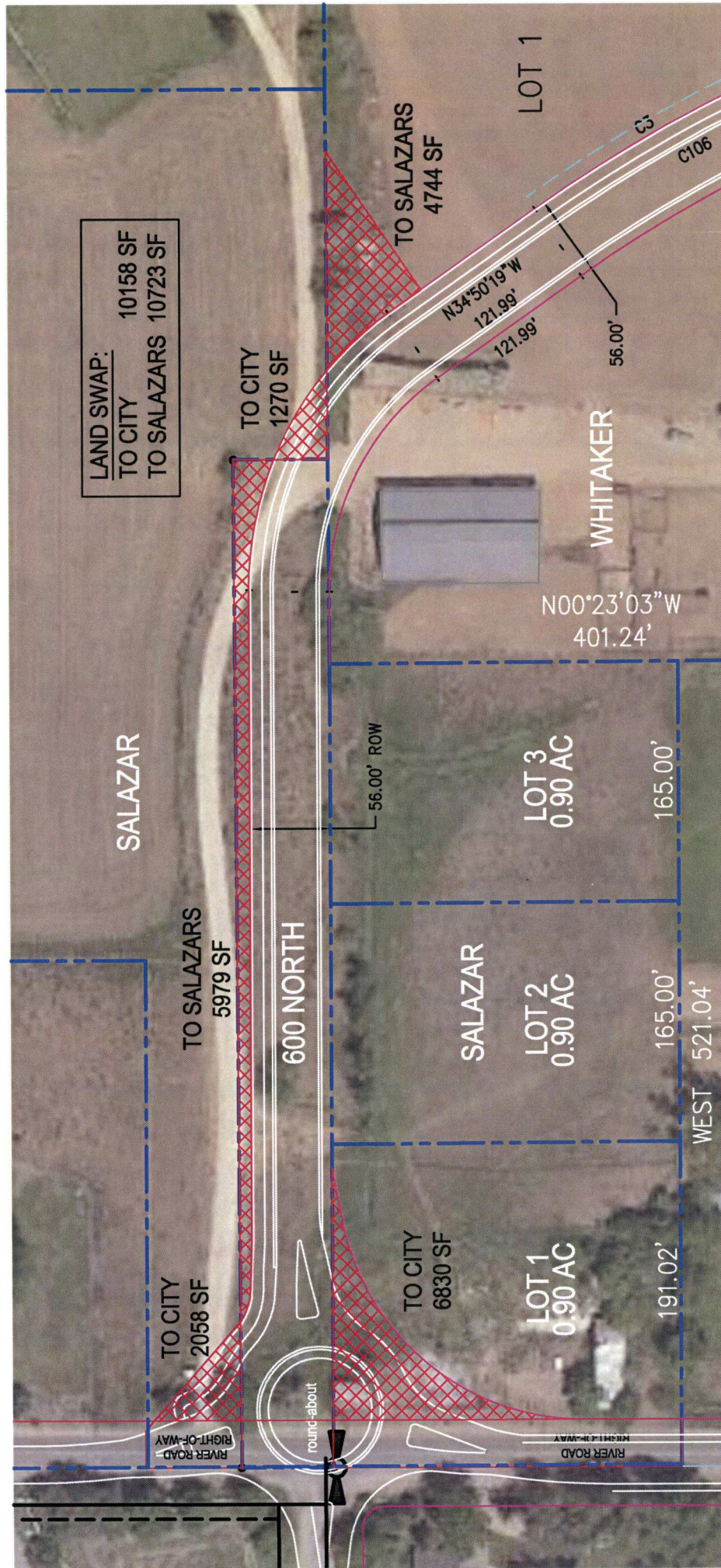


EXHIBIT C

EXHIBIT D



EXHIBIT D

EXHIBIT E

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	
				River Road Subtotal	\$20,000.00
					\$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


Summit Engineering Group Inc.
Civil - Structural - Land Surveying

**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			\$267,500
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.

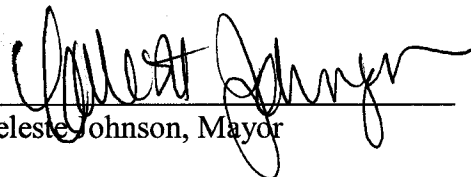
NOW THEREFORE, be it hereby RESOLVED by the City Council of Midway City, Utah, as follows:

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)



Exhibit A