

Midway City Council  
21 January 2020  
Regular Meeting

Malmrose Subdivision /  
Annexation Agreement  
Amendment



## CITY COUNCIL MEETING STAFF REPORT

**DATE OF MEETING:** January 21, 2020

**NAME OF PROJECT:** Zenger Annexation

**NAME OF APPLICANT:** Berg Engineering

**AGENDA ITEM:** Annexation Agreement Amendment – Resolution 2007-07

**LOCATION OF ITEM:** 275 Luzern Road

**ZONING DESIGNATION:** RA-1-43

### **ITEM: 6**

Paul Berg, agent for Kirk Malmrose, is requesting an Annexation Agreement Amendment to the Zenger Annexation Agreement that was approved on June 27, 2007. The approved annexation agreement allows for 48 lots (49 including the existing dwelling) on 84 acres. The applicant is proposing to increase the density to 65 and change the plan from a standard subdivision to a Planned Unit Development. The property is located at 275 Luzern Road and is in the RA-1-43 zone.

### **BACKGROUND:**

The Zenger annexation that was approved by the City Council on June 27, 2007 and the property was later annexed into the City on January 30, 2008. The annexation was for 95 acres and included a parcel of land owned by the Zenger family that is 84 acres which is located north of the Valais PUD and south of the town of Interlaken. As part of the approved annexation, an annexation agreement was developed and approved by both the landowner and Midway. The agreement is binding with no expiration date and includes many details pertaining to development of the property. The agreement was based on months of review by the City Council, Planning Commission and staff. Public comment was also gathered and, most likely, influenced the language and terms of the annexation agreement. Stated simply, much effort was used to create the terms of the agreement.

The agreement does contain a provision that allows for amendments. Section V D states the following: *This agreement may be amended in whole or in part by the mutual written consent of the parties to this agreement or by their successors in interest or assigns.* Therefore, the applicant has petitioned for the City to consider an amendment, but the City is under no obligation to grant an amendment, even if the proposed amendment does comply with a previous or current zoning code. The City should only grant an amendment if there is a prevailing communal benefit that a new plan can offer that the approved plan cannot.

The following are some items for the City Council to consider regarding this petition:

- Density – The approved plan limits density to 48 lots, (49 if including the existing Zenger home). The plan that was presented to the City and influenced the granting of approval was based on this density. The proposed plan will increase the density to 65 (including the existing dwelling). This proposed increase is a 32.6% increase from the approved density. The Midway General Plan promotes open space, rural atmosphere, and reducing density whenever possible. This petition, from a density perspective, does not match the goal of the Midway General Plan. Increased density will have impacts on neighboring properties and on the City's streets. If density is increased, it should be closer to destination points, so less traffic is generated. One of the main concerns regarding growth is increased traffic and higher density on the periphery of the City will generate traffic on City streets leading to the center of town. Not every trip generated is to Main Street but traffic will generally increase if density is increased.
- Standard subdivision to Planned Unit Development (PUD) – The approved plan is for 49 standard subdivision lots. 48 of the lots are one acre in size and the 49<sup>th</sup> lot is larger at 3.86 acres and is the site of the existing dwelling. The proposed plan is for a PUD, like Valais The Links, and Appenzell, unlike the approved plan which is like Deer Ridge Estates. Staff has detailed data that found that 34% of dwellings in PUDs in Midway are secondary homes and 66% of dwellings in PUDs in Midway are primary homes. Whereas, most dwellings in standard subdivisions are primary homes.
- Streets – Usually standard subdivisions include public roads, but the annexation agreement states the roads in the Zenger annexation will be privately maintained. The greatest fiscal advantage for a City that a PUD has over a standard subdivision is that there is usually not any road maintenance because the HOA has the responsibility of all roads. This is not the case for a development on this property. Because of this the City has little to gain financially if the development is changed from a standard subdivision to a PUD.

- Open Space – The approved plan had a requirement of 15% open space therefore 18.83 acres were provided (22.16%). The proposed plan would provide 44 acres of open space (52%). From a General Plan goal perspective, the increased open space would match the goal of the General Plan.
- Trails – The developer is required to build public trails in the development and an off-site trail that, since the agreement was approved, has been built by the City. Staff would recommend requiring other improvements since the required trail on Burgi Lane was installed by the City.
- Parks Fees – The developer was required to pay a parks fee to the City, as is customary for annexations. The developer did pay the required \$47,600 on January 31, 2008.
- Demand on Services – An increase in density will have a greater demand on services from the City and on the School District and should be considered as part of this petition.
- Communal Benefit – As stated earlier, there should be a communal benefit for an amendment to the annexation agreement that took so much effort to develop. If the City is agreeable to amend the plan, then the development could also give back to the community. This could be in the form of open space or connecting trails, as was required with the current annexation agreement, or in another form. If negative impacts are found, then there should be measures to mitigate those identified negative impacts.

**POTENTIAL ACTIONS:**

The City Council could give direction that there is interest in amending the annexation agreement.

The City Council could indicate that no direction will be given at this time and the petition will be considered at a future date.

The City Council could give direction that there is no interest in amending the annexation agreement.

Midway City  
Mayor Celeste Johnson  
160 West Main Street  
Midway, Ut 84049

Dear Mayor Johnson,

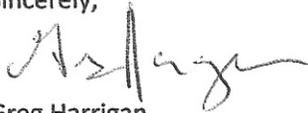
This letter is to inform you that the Town of Interlaken ("Town") and the Zenger development ("Development") adjacent to the Town has agreed in principle to various condition related to the development of Zenger's land. The principal items we have agreed to include:

Interlaken Road Maintenance Agreement. The Development will pay its prorated share of the maintenance costs for the private portion of Interlaken Drive up to the Development's entry and northern boundary along Interlaken Drive.

The Development shall allow Town access through the Development to connect with Cabyon View Road.

If you have any questions please feel free to contact me directly.

Sincerely,



Greg Harrigan  
Mayor, Town of Interlaken  
[Interlaken.mayor@gmail.com](mailto:Interlaken.mayor@gmail.com)  
(435) 714-0909

Mayor  
Celeste Johnson  
City Council  
Lisa Christen • Jeff Drury  
Bob Probst • JC Simonsen  
Ken Van Wagoner



75 North 100 West  
P.O. Box 277  
Midway, Utah 84049  
Phone: 435-654-3223  
Fax: 435-654-4120  
midwaycityut.org

## Request to be on a City Council Agenda

Name: Paul Berg Organization: Berg Engineering  
Phone: (435) 657-9749 Email: paul@bergeng.net  
Mailing Address: 380 East Main Suite 204 City: Midway  
State: Utah Zip: 84049

Reason for Request:

To discuss amending Resolution 2007-07 (Zenger Annexation Agreement).

The City Council held a work meeting on May 21, 2019 to discuss the development concept plan and amending the annexation agreement. A new road use agreement for Interlaken Road has been reached between Zenger and the Town of Interlaken as requested by Mayor Johnson. This request is to further discuss the process and conditions to amend the annexation agreement.

### Please Note:

1. This is a general application. Specific applications are required for land use approvals, conditional use permits, etc.
2. Return this completed application to the city recorder's office or email to [bwilson@midwaycityut.org](mailto:bwilson@midwaycityut.org).
3. You will be notified within 2 weeks if your request to be on the agenda is approved or declined.
4. City council regular meetings are held on the 1st and 3rd Tuesdays of each month at 6:00 p.m. in the Midway Community Center (160 West Main Street). City council work meetings are held as needed.
5. Please provide supplemental information for your item no later than the Thursday before the meeting. This information will be provided to the Council prior to the meeting.

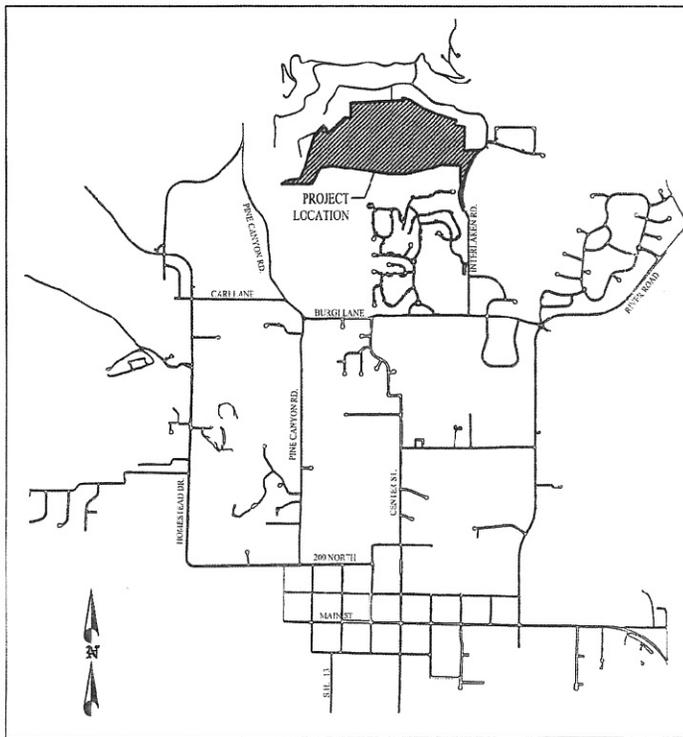
### For Office Use Only

Date Received: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Meeting Date: \_\_\_\_\_



# MURANO

## MASTER PLAN



MIDWAY CITY  
VICINITY MAP

### SHEET INDEX

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AND IS RELEASED TEMPORARILY  
FOR INTERNAL REVIEW ONLY. IT IS  
NOT INTENDED FOR CONSTRUCTION,  
BIDDING, OR PERMIT PURPOSES.  
PAUL D. BERG, P.E.  
SERIAL NO. 28528  
DATE: 20 JUL 2007

MURANO MASTER PLAN - 20 JULY 2007

MIDWAY CITY, UT

**FATT'S ENTERPRISES**  
ADDRESS: 5200 S HIGHLAND DR. SLC, UT 84117  
PHONE: (801) 272-7111

COVER SHEET

**SOWBY & BERG CONSULTANTS**  
380 E MAIN ST. STE B MIDWAY UT, 84049  
PHONE: (435) 657-9748

SCALE:  
NTS

DESIGN BY: PDB  
DRAWN BY: PDB

DATE: 20 JUL 2007  
REV:

DRAWING NO.  
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MIDWAY, UTAH

WATTS ENTERPRISES  
 ADDRESS 5200 S. HIGHLAND DR. SUITE 100 BAHU  
 PHONE (801) 212-7111

MURANO MASTER PLAN

SOWBY & BERG CONSULTANTS  
 380 E. MAIN ST. SUITE B MIDWAY 84049  
 PHONE (435) 667-9749

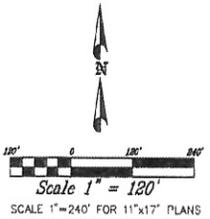
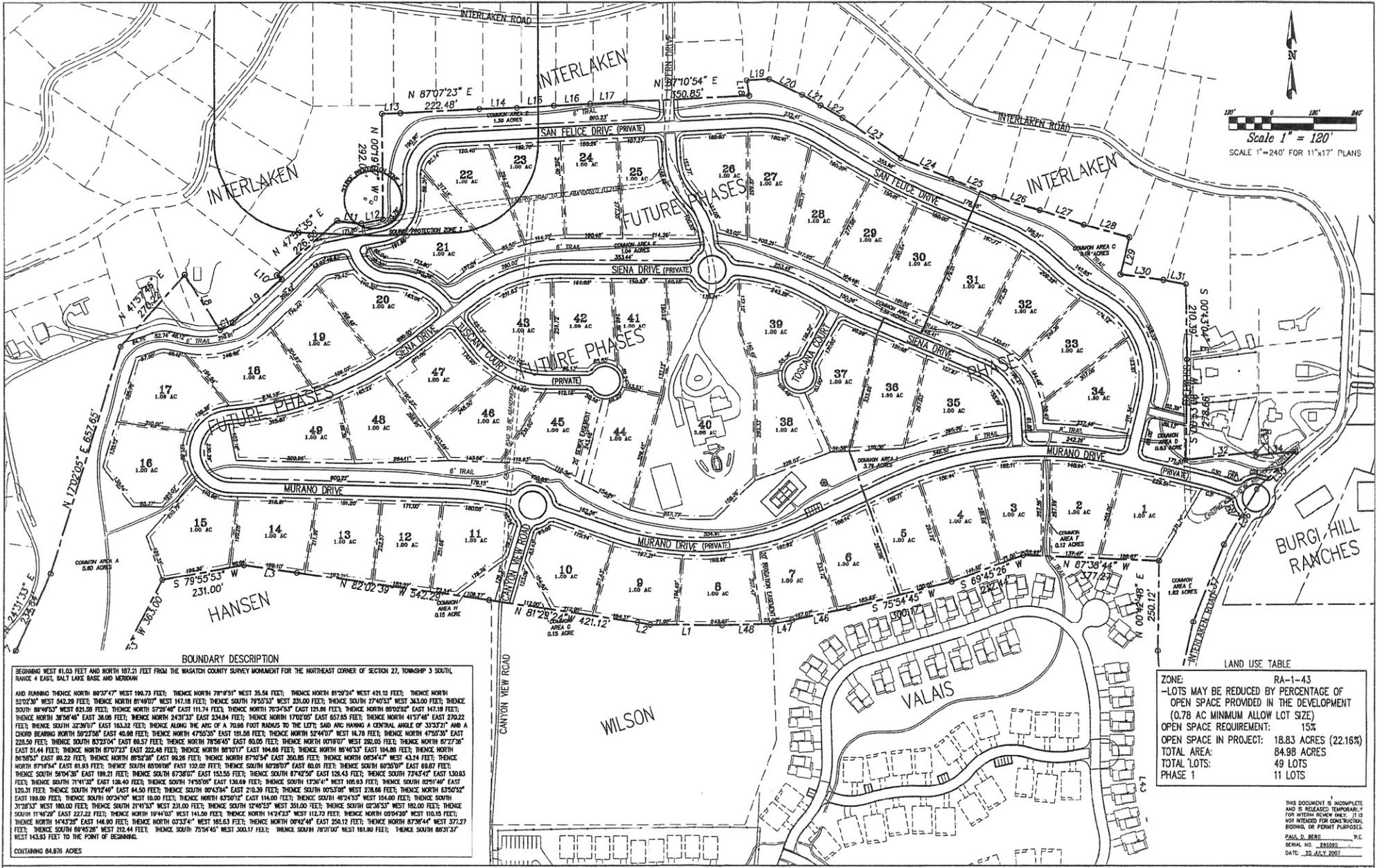
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 1" = 200'

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 DRAWN BY CND

DATE 28 NOV 2006  
 REV

DRAWING NO.  
 MARAZZINI

SHEET NO.  
 1



**BOUNDARY DESCRIPTION**

BEGINNING WEST 61.03 FEET AND NORTH 187.21 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASIN AND MEDIUM AND PLANNING THENCE NORTH 80°37'47" WEST 190.73 FEET; THENCE NORTH 78°19'51" WEST 35.56 FEET; THENCE NORTH 81°59'24" WEST 421.12 FEET; THENCE NORTH 52°02'58" WEST 542.28 FEET; THENCE NORTH 81°49'07" WEST 147.18 FEET; THENCE SOUTH 79°55'53" WEST 303.00 FEET; THENCE SOUTH 74°50'52" WEST 821.80 FEET; THENCE NORTH 57°29'48" EAST 111.74 FEET; THENCE NORTH 70°34'53" EAST 120.86 FEET; THENCE NORTH 85°02'52" EAST 147.18 FEET; THENCE NORTH 38°56'48" EAST 38.08 FEET; THENCE NORTH 24°31'33" EAST 234.84 FEET; THENCE NORTH 17°02'05" EAST 657.85 FEET; THENCE NORTH 41°57'48" EAST 270.22 FEET; THENCE SOUTH 32°07'07" EAST 163.32 FEET; THENCE ALONG THE ARC OF A 70.88 FOOT RADIUS TO THE LEFT, SAID ARC HAVING A CENTRAL ANGLE OF 33°33'21" AND A CHORD BEARING NORTH 52°25'54" EAST 48.80 FEET; THENCE NORTH 47°55'54" EAST 191.56 FEET; THENCE NORTH 52°44'07" WEST 167.78 FEET; THENCE NORTH 47°55'54" EAST 220.50 FEET; THENCE SOUTH 82°25'04" EAST 68.57 FEET; THENCE NORTH 78°56'45" EAST 80.05 FEET; THENCE NORTH 07°10'57" WEST 222.05 FEET; THENCE NORTH 87°27'55" EAST 51.44 FEET; THENCE NORTH 87°07'23" EAST 222.48 FEET; THENCE NORTH 80°17'01" EAST 104.80 FEET; THENCE NORTH 85°46'33" EAST 104.80 FEET; THENCE NORTH 86°56'53" EAST 80.22 FEET; THENCE NORTH 89°52'28" EAST 98.26 FEET; THENCE NORTH 87°10'54" EAST 350.85 FEET; THENCE NORTH 08°54'47" WEST 43.24 FEET; THENCE NORTH 87°10'54" EAST 61.83 FEET; THENCE SOUTH 88°07'05" EAST 120.00 FEET; THENCE SOUTH 80°07'05" EAST 84.00 FEET; THENCE SOUTH 80°07'05" EAST 69.00 FEET; THENCE SOUTH 56°10'38" EAST 190.21 FEET; THENCE SOUTH 67°38'07" EAST 153.50 FEET; THENCE SOUTH 87°42'50" EAST 128.43 FEET; THENCE SOUTH 73°45'42" EAST 130.83 FEET; THENCE SOUTH 71°41'23" EAST 128.40 FEET; THENCE SOUTH 74°50'09" EAST 138.60 FEET; THENCE SOUTH 13°36'44" WEST 108.93 FEET; THENCE SOUTH 82°51'40" EAST 120.11 FEET; THENCE SOUTH 79°12'40" EAST 84.50 FEET; THENCE SOUTH 80°43'04" EAST 218.39 FEET; THENCE SOUTH 80°53'08" WEST 278.08 FEET; THENCE NORTH 83°05'02" EAST 108.80 FEET; THENCE SOUTH 02°04'07" WEST 184.00 FEET; THENCE NORTH 83°04'11" EAST 114.00 FEET; THENCE SOUTH 48°24'33" WEST 184.00 FEET; THENCE SOUTH 31°28'53" WEST 180.00 FEET; THENCE SOUTH 21°41'53" WEST 231.00 FEET; THENCE SOUTH 02°48'53" WEST 351.00 FEET; THENCE SOUTH 02°36'53" WEST 182.00 FEET; THENCE SOUTH 11°46'28" EAST 227.22 FEET; THENCE NORTH 18°44'07" WEST 141.50 FEET; THENCE NORTH 14°24'23" WEST 112.70 FEET; THENCE NORTH 05°04'28" WEST 104.10 FEET; THENCE NORTH 14°53'28" EAST 148.80 FEET; THENCE NORTH 02°54'41" WEST 166.63 FEET; THENCE NORTH 09°42'40" EAST 258.12 FEET; THENCE NORTH 87°28'44" WEST 371.27 FEET; THENCE SOUTH 89°45'28" WEST 212.44 FEET; THENCE SOUTH 75°54'45" WEST 300.17 FEET; THENCE SOUTH 78°17'07" WEST 181.90 FEET; THENCE SOUTH 88°31'37" WEST 143.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 64,876 ACRES

**LAND USE TABLE**

|   |                      |
|---|----------------------|
| ZONE:   | RA-1-43              |
| -LOTS MAY BE REDUCED BY PERCENTAGE OF OPEN SPACE PROVIDED IN THE DEVELOPMENT (0.78 AC MINIMUM ALLOW LOT SIZE) |                      |
| OPEN SPACE REQUIREMENT:   | 15%                  |
| OPEN SPACE IN PROJECT:  | 18.83 ACRES (22.16%) |
| TOTAL AREA:   | 84.98 ACRES          |
| TOTAL LOTS:   | 49 LOTS              |
| PHASE 1   | 11 LOTS              |

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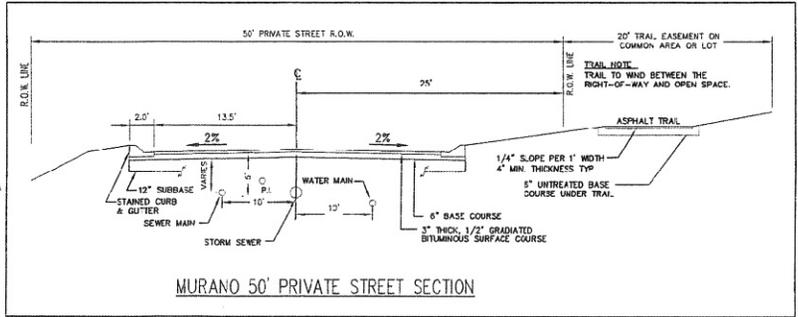
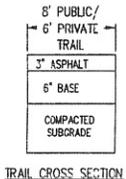
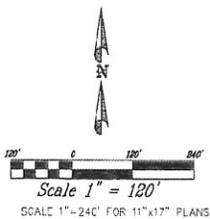
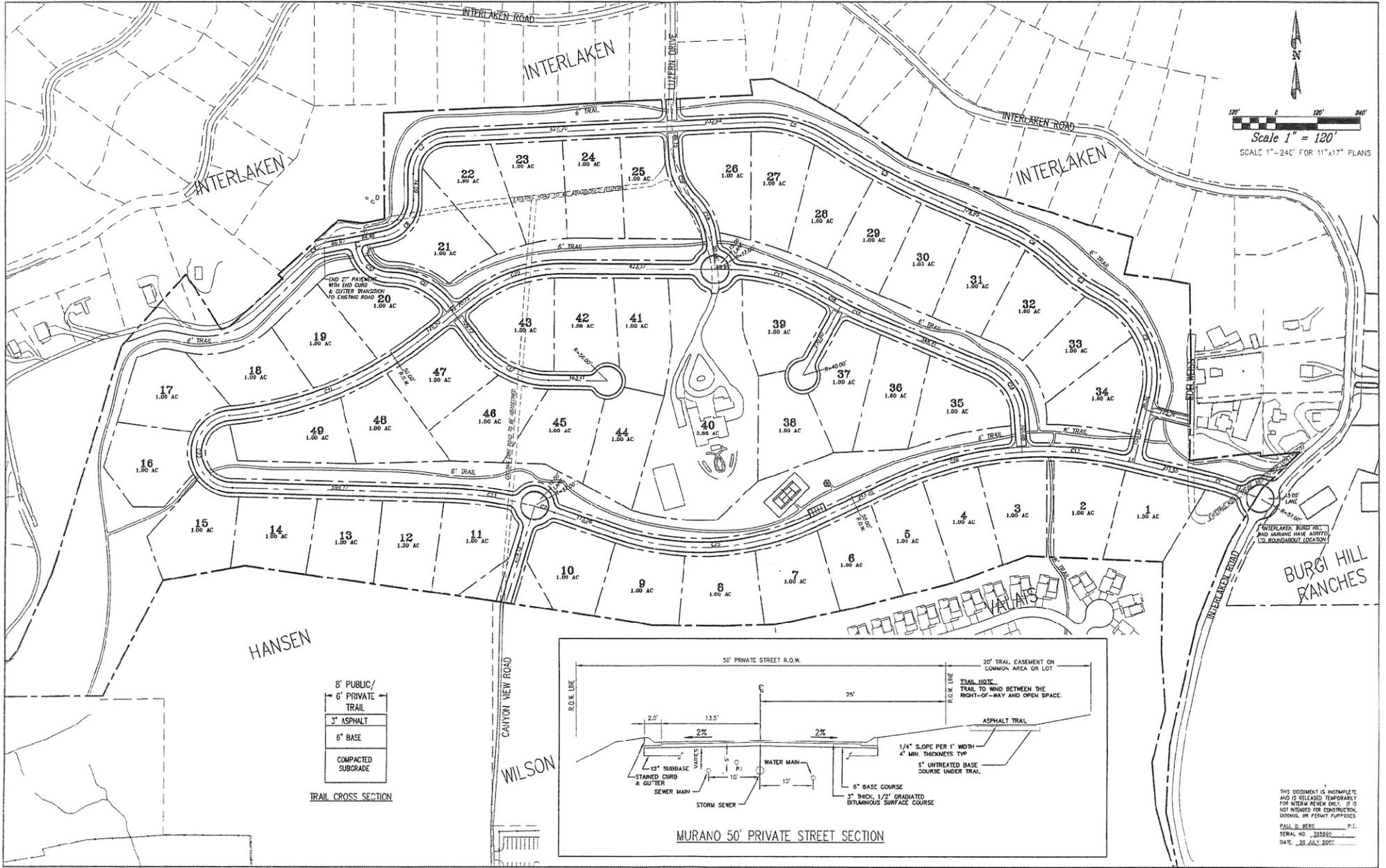
PAUL D. BERG P.E.  
SERIAL NO. 288998  
DATE: 20 JULY 2007

MIDWAY CITY, UT  
**WATTS ENTERPRISES**  
 ADDRESS: 5200 S HIGHLAND DR. SLC, UT 84117  
 PHONE: (801) 272-7111

**SITE & PHASING PLAN**

**SOWBY & BERG CONSULTANTS**  
 380 E MAIN ST. STE. E, MIDWAY UT, 84049  
 PHONE: (435) 657-9749

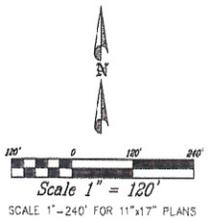
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| 1"=120' | PDB        | 20 JUL 2007 | SITE         | 2          |
|         | CNB        | REV:        |              |            |



INTERLAKEN, BURG HILL RANCHES AND HANSEN HAVE ACCEPTED THIS BOUNDARY LOCATION

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PAUL D. BERG P.E.  
 SERIAL NO. 23552  
 DATE: 20 JUL 2007



- SANITARY SEWER SYSTEM NOTES:**
1. ALL SEWER CONSTRUCTION TO BE TO MIDWAY SANITATION DISTRICT STANDARDS INCLUDING THE FOLLOWING:
    - ALL MANHOLE COVERS SHALL HAVE SOLID COVERS
    - ALL SEWER CLEANOUTS SHALL HAVE METAL LIDS
    - ALL SEWER MAIN LINES AND LATERAL SHALL BE INSTALLED WITH TRACER WIRE
  2. ALL LOTS SHALL HAVE A 4 INCH SEWER LATERAL.

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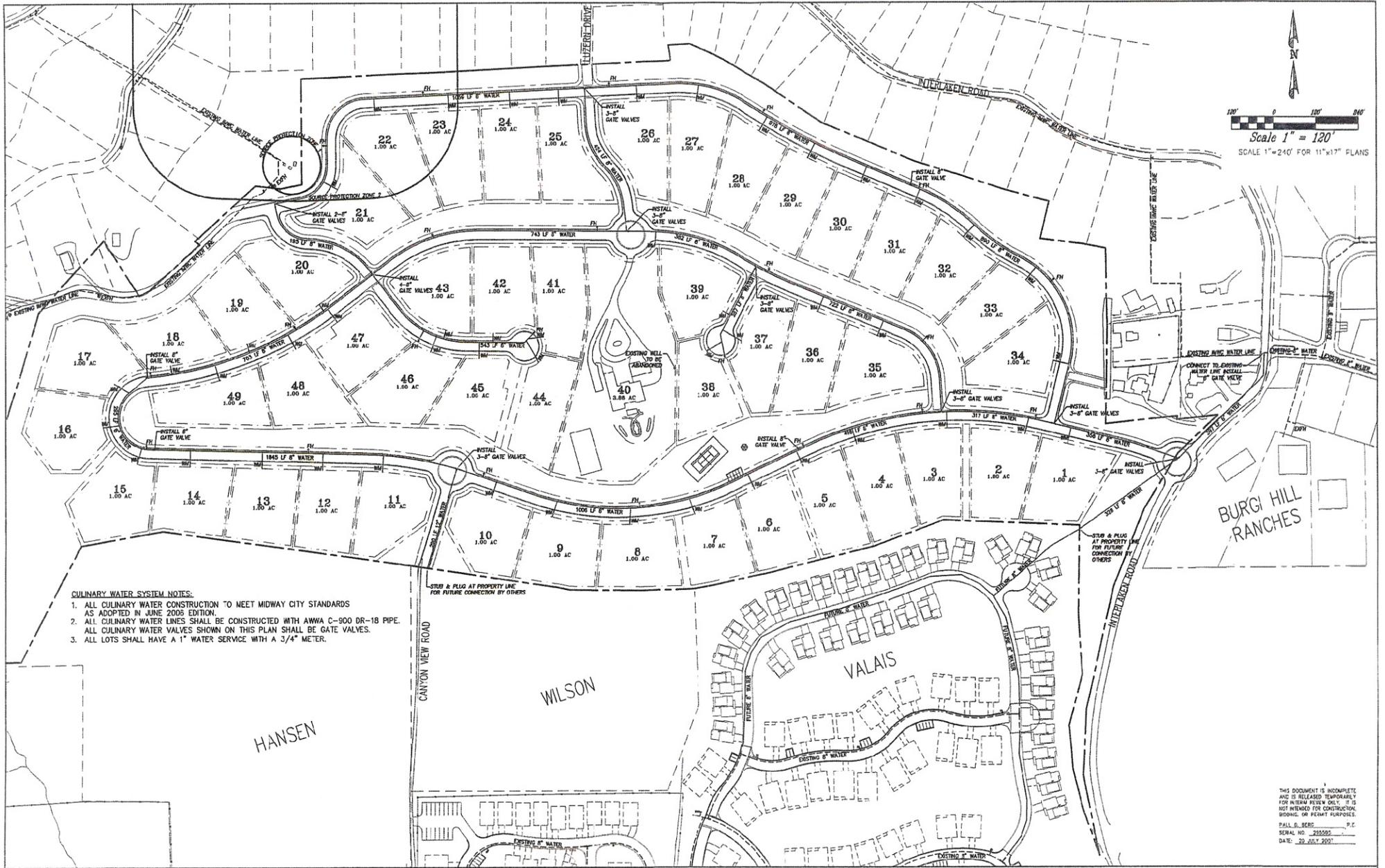
PAUL B. BERG \_\_\_\_\_ P.E.  
 SERIAL NO. 206595  
 DATE: 26 JULY 2007

MIDWAY CITY, UT      **WATTS ENTERPRISES**  
 ADDRESS: 5200 S HIGHLAND DR. SLC, UT 84117  
 PHONE: (801) 272-7111

## SANITARY SEWER PLAN

**SOWBY & BERG CONSULTANTS**  
 380 E MAIN ST. STE B, MIDWAY UT, 84043  
 PHONE: (435) 637-9748

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|----------------|----------------|-------------------|-------------|-----------|
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|                | DRAWN BY: CNB  | REV.              | SEWER       | 4         |



- CULINARY WATER SYSTEM NOTES:**
1. ALL CULINARY WATER CONSTRUCTION TO MEET MIDWAY CITY STANDARDS AS ADOPTED IN JUNE, 2006 EDITION.
  2. ALL CULINARY WATER LINES SHALL BE CONSTRUCTED WITH AWWA C-900 DR-18 PIPE. ALL CULINARY WATER VALVES SHOWN ON THIS PLAN SHALL BE GATE VALVES.
  3. ALL LOTS SHALL HAVE A 1" WATER SERVICE WITH A 3/4" METER.

MIDWAY CITY, UT

WATTS ENTERPRISES  
 ADDRESS: 5200 S HIGHLAND DR. S.C. UT 84117  
 PHONE: (801) 272-7111

CULINARY WATER PLAN

SOWBY & BERG CONSULTANTS  
 380 E MAIN ST. STE. B, MIDWAY UT, 84049  
 PHONE: (435) 657-9749

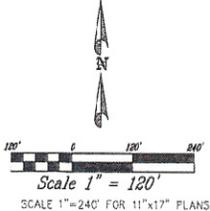
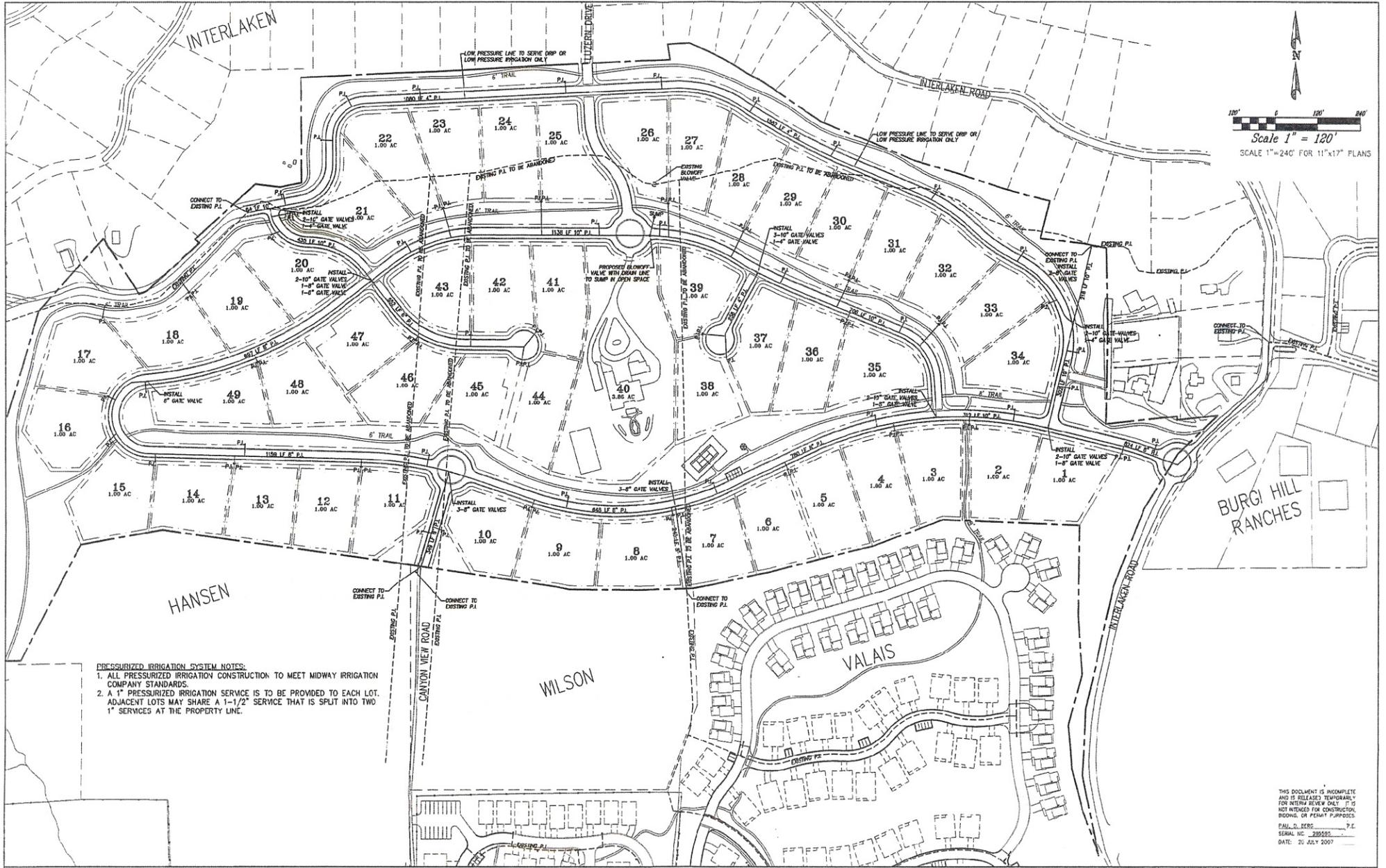
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 DRAWN BY: CNB

DATE: 20 JUL 2007  
 REV:

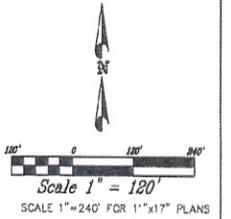
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 SHEET NO. 5

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 PAUL B. BERG, P.E.  
 SERIAL NO. 233520  
 DATE: 20 JULY 2007



**PRESSURIZED IRRIGATION SYSTEM NOTES:**  
 1. ALL PRESSURIZED IRRIGATION CONSTRUCTION TO MEET MIDWAY IRRIGATION COMPANY STANDARDS.  
 2. A 1" PRESSURIZED IRRIGATION SERVICE IS TO BE PROVIDED TO EACH LOT. ADJACENT LOTS MAY SHARE A 1-1/2" SERVICE THAT IS SPLIT INTO TWO 1" SERVICES AT THE PROPERTY LINE.

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 PAUL S. BERG P.E.  
 SERIAL NO. 200500  
 DATE: 20 JULY 2007



- STORM DRAIN NOTES:**
1. ALL STORM DRAIN CONSTRUCTION TO COMPLY WITH MIDWAY CITY STANDARDS.
  2. THE STORM WATER RUNOFF FROM THE BACK YARDS OF LOTS 1-16 IS NEGLIGIBLE. NO RETENTION FACILITIES ARE PROPOSED.

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 PAUL D. BERG P.E.  
 SERIAL NO. 285585  
 DATE 20 JULY 2007

MIDWAY CITY, UT

WATTS ENTERPRISES  
 ADDRESS: 5200 S HIGHLAND DR. SLC, UT 84117  
 PHONE: (801) 272-7111

**STORM DRAIN PLAN**

SOWBY & BERG CONSULTANTS  
 380 S MAIN ST. STE B, MIDWAY UT, 84048  
 PHONE: (435) 657-9749

SCALE: 1"=120'

DESIGN BY: PDB  
 DRAWN BY: CNB

DATE: 20 JUL 2007  
 REV:

DRAWING NO. SHEET NO.  
 P.I. 7



MIDWAY CITY, UT

WATTS ENTERPRISES  
 ADDRESS: 5200 S HIGHLAND DR. SIC, UT 84117  
 PHONE: (801) 272-7111

OPEN SPACE MAP

SOWBY & BERG CONSULTANTS  
 380 E MAIN ST. STE B, MIDWAY UT, 84049  
 PHONE: (435) 637-9748

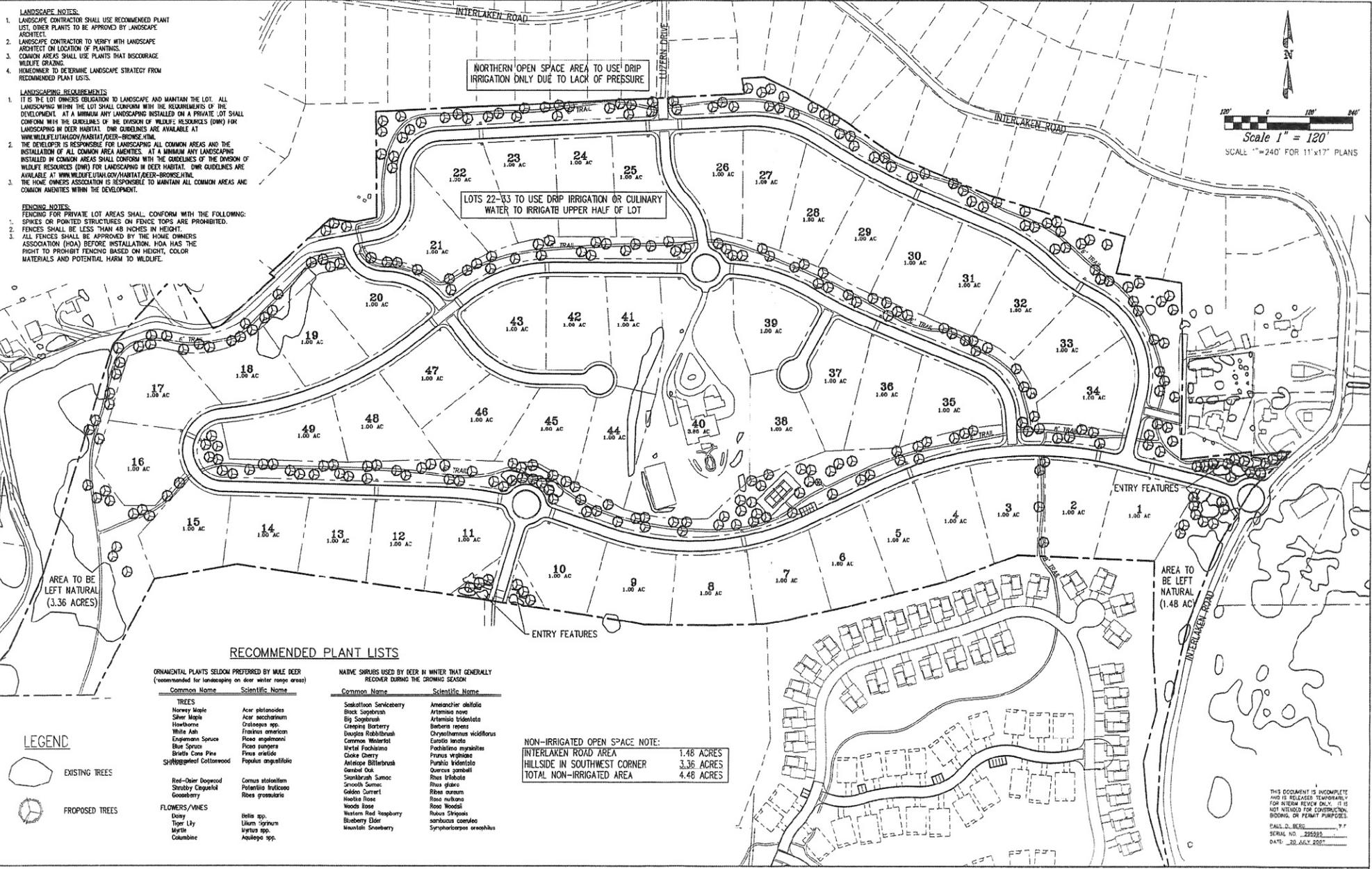
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 DRAWN BY: CNB

DATE: 20 JUL 2007  
 REV:

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**LANDSCAPE NOTES:**

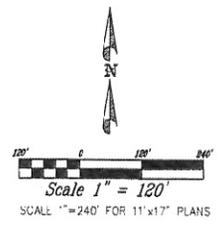
- LANDSCAPE CONTRACTOR SHALL USE RECOMMENDED PLANT LIST, OTHER PLANTS TO BE APPROVED BY LANDSCAPE ARCHITECT.
- LANDSCAPE CONTRACTOR TO VERIFY WITH LANDSCAPE ARCHITECT ON LOCATION OF PLANTINGS.
- COMMON AREAS SHALL USE PLANTS THAT DISCOURAGE WILDLIFE GRAZING.
- HOMEOWNER TO DETERMINE LANDSCAPE STRATEGY FROM RECOMMENDED PLANT LISTS.

**LANDSCAPING REQUIREMENTS:**

- IT IS THE LOT OWNERS OBLIGATION TO LANDSCAPE AND MAINTAIN THE LOT. ALL LANDSCAPING WITHIN THE LOT SHALL CONFORM WITH THE REQUIREMENTS OF THE DEVELOPER. AT A MINIMUM ANY LANDSCAPING INSTALLED ON A PRIVATE LOT SHALL CONFORM WITH THE GUIDELINES OF THE DIVISION OF WILDLIFE RESOURCES (DWR) FOR LANDSCAPING IN DEER HABITAT. DWR GUIDELINES ARE AVAILABLE AT WWW.WILDLIFE.UTAH.GOV/HABITAT/DEER-BROODSE.HTML
- THE DEVELOPER IS RESPONSIBLE FOR LANDSCAPING ALL COMMON AREAS AND THE INSTALLATION OF ALL COMMON AREA AGENTIES. AT A MINIMUM ANY LANDSCAPING INSTALLED IN COMMON AREAS SHALL CONFORM WITH THE GUIDELINES OF THE DIVISION OF WILDLIFE RESOURCES (DWR) FOR LANDSCAPING IN DEER HABITAT. DWR GUIDELINES ARE AVAILABLE AT WWW.WILDLIFE.UTAH.GOV/HABITAT/DEER-BROODSE.HTML
- THE HOME OWNERS ASSOCIATION IS RESPONSIBLE TO MAINTAIN ALL COMMON AREAS AND COMMON AGENTIES WITHIN THE DEVELOPMENT.

**FENCING NOTES:**

- FENCING FOR PRIVATE LOT AREAS SHALL CONFORM WITH THE FOLLOWING:  
SPIKES OR POINTED STRUCTURES OR FENCE TOPS ARE PROHIBITED.
- FENCES SHALL BE LESS THAN 48 INCHES IN HEIGHT.
- ALL FENCES SHALL BE APPROVED BY THE HOME OWNERS ASSOCIATION (HOA) BEFORE INSTALLATION. HOA HAS THE RIGHT TO PROHIBIT FENCING BASED ON HEIGHT, COLOR MATERIALS AND POTENTIAL HARM TO WILDLIFE.



**RECOMMENDED PLANT LISTS**

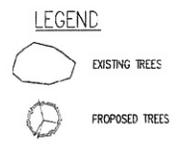
ORNAMENTAL PLANTS SELDOM PREFERRED BY MULE DEER  
(recommended for landscaping on deer winter range areas)

| Common Name          | Scientific Name           |
|----------------------|---------------------------|
| <b>TREES</b>         |                           |
| Norway Maple         | <i>Acer platanoides</i>   |
| Silver Maple         | <i>Acer saccharinum</i>   |
| Hawthorne            | <i>Crataegus</i> spp.     |
| White Ash            | <i>Fraxinus americana</i> |
| Engelmann Spruce     | <i>Picea engelmannii</i>  |
| Blue Spruce          | <i>Picea pungens</i>      |
| Bottle Cone Pine     | <i>Pinus strobus</i>      |
| Shagbark Cottonwood  | <i>Populus nigra</i>      |
| <b>FLOWERS/VINES</b> |                           |
| Daisy                | <i>Helianthus</i> spp.    |
| Tiger Lily           | <i>Lilium tigrinum</i>    |
| Myrtle               | <i>Vaccinium</i> spp.     |
| Columbine            | <i>Aquilegia</i> spp.     |

NAIVE SHRUBS USED BY DEER IN WINTER THAT GENERALLY RECOVER DURING THE GROWING SEASON

| Common Name            | Scientific Name                 |
|------------------------|---------------------------------|
| Saskatoon Serviceberry | <i>Amelanchier deltoidea</i>    |
| Black Sycamore         | <i>Artemisia nemoralis</i>      |
| Big Sycamore           | <i>Artemisia tridentata</i>     |
| Creeeping Barberry     | <i>Berberis repens</i>          |
| Douglas Crabapple      | <i>Corydalis occidentalis</i>   |
| Common Wintercreeper   | <i>Eurotia lanata</i>           |
| Myrtle Fuchsia         | <i>Fuchsia myrtilifolia</i>     |
| Golden Cherry          | <i>Fraxinus viridis</i>         |
| Atelopes Bittersweet   | <i>Purshia tridentata</i>       |
| Gambel Oak             | <i>Quercus gambelii</i>         |
| Sandbarberry           | <i>Rhus trilobata</i>           |
| Rhus glabra            | <i>Rhus glabra</i>              |
| Ribes aureum           | <i>Ribes aureum</i>             |
| Heulse Rose            | <i>Rosa multiflora</i>          |
| Woods Rose             | <i>Rosa woodsii</i>             |
| Western Red Raspberry  | <i>Rubus strigosus</i>          |
| Blackberry Elder       | <i>Sambucus canadensis</i>      |
| Mountain Snowberry     | <i>Symphoricarpos oreocanus</i> |

NON-IRRIGATED OPEN SPACE NOTE:  
 INTERLAKEN ROAD AREA 1.48 ACRES  
 HILLSIDE IN SOUTHWEST CORNER 3.36 ACRES  
 TOTAL NON-IRRIGATED AREA 4.84 ACRES



THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PLANT PURCHASES.  
 PAUL D. BERG  
 SERIAL NO. 225201  
 DATE: 22 JUL 2007



**LEGEND**

- HILLSIDE OPEN SPACE/NON BUILDABLE SLOPES/Common AREA (7.14 ACRES)
- COMMON AREA/OPEN SPACE (36.90 ACRES)
- LIMITED COMMON AREA (22.44 ACRES)
- PRIVATE AREA (90'x60' BUILDING PADS) (7.91 ACRES)

NOTE: NO AREA WITHIN LOTS IS CONSIDERED AS OPEN SPACE

**LAND USE TABLE**

|                        |  |
|------------------------|--|
| TOTAL AREA             | 83.19 AC                                     |
| OPEN SPACE REQUIREMENT | 41.60 AC (50.00%)                            |
| OPEN SPACE (PROPOSED)  | 44.04 AC (52.94%)                            |
| NUMBER OF LOTS/PUD PAD | 64 NEW LOTS<br>1 ZENGER LOT<br>65 TOTAL LOTS |
| MIN LOT SIZE           | 0.40 AC                                      |

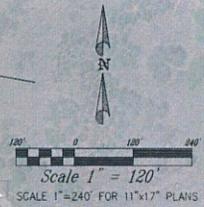
THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.  
 PAUL S. BERG, P.E.  
 SERIAL NO. 255082  
 DATE: 16 APR 2019

KIRK MALMROSE  
 ZENGER PROPERTY

PUD CONCEPT PLAN



DESIGN BY: CNB DATE: 16 APR 2019 SHEET  
 DRAWN BY: CNB REV: 5



SCOTCH FIELDS P.U.D.  
(FUTURE PHASE)

WILSON

VALAIS P.U.D.

BURGI HILL RANCHES  
P.U.D.

LEGEND

- HILLSIDE OPEN SPACE/NON BUILDABLE SLOPES/Common AREA (7.14 ACRES)
- COMMON AREA/OPEN SPACE (56.85 ACRES)
- PRIVATE AREA (PATIO, DECK, YARD) (7.80 ACRES)
- PRIVATE AREA (90'x60' BUILDING PADS) (11.51 ACRES)

LAND USE TABLE

|                        |                   |
|------------------------|-------------------|
| TOTAL AREA             | 83.19 AC          |
| OPEN SPACE REQUIREMENT | 41.60 AC (50.00%) |
| OPEN SPACE (PROPOSED)  | 44.34 AC (53.30%) |
| NUMBER OF PUD PADS     | 64 NEW PADS       |
|                        | 1 ZENGER PAD      |
|                        | 65 TOTAL PADS     |

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION UNLESS SIGNED AND SEALED.  
PAUL B. BERG, P.E.  
SERIAL NO. 295285  
DATE: 2 MAY 2019

KIRK MALMROSE  
ZENGER PROPERTY  
PUD CONCEPT PLAN

**BERG ENGINEERING**  
RESOURCE GROUP P.C.  
380 E Main St. Suite 204,  
Midway, UT 84049  
ph. (435) 657-9749

DESIGN BY: CNB  
DRAWN BY: CNB

DATE: 9 MAY 2019  
REV:

SHEET  
6



Ent 331391 Bk 959 Pg 319-333  
Date: 30-JAN-2008 12:05PM  
Fee: None Filed By: MG  
ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: MIDWAY CITY

## RESOLUTION 2007-07

### A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH, EXECUTING THE AGREEMENT FOR THE ZENGER ANNEXATION

WHEREAS, The signer(s) of the petition for annexation, which was accepted for further consideration by the Midway City Council on the 8<sup>th</sup> day of November 2006, also known as the "Zenger Annexation" ("Petitioner") request that the City of Midway ("City") enter into an annexation agreement for the property described in the Zenger Annexation Agreement ("Property"); and

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

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

Section 1 - That pursuant to Utah Code Annotate 10-9-101 et seq., the owner(s) of the Property are hereby granted an Annexation Agreement. Said agreement is attached to this resolution.

PASSED AND ADOPTED by the Council of the City this 27<sup>th</sup> day of June, 2007

Connie Tatton, Mayor

ATTEST:

Brad Wilson, City Recorder



MIDWAY CITY CORPORATION  
75 North 100 West, P.O. Box 277  
Midway, Utah 84049  
Phone: 435-654-3223 Fax: 435-654-4120

**ANNEXATION AGREEMENT  
FOR THE  
ZENGER ANNEXATION  
MIDWAY CITY, UTAH**

This Agreement is made and entered into by and between MIDWAY CITY, a political subdivision of the State of Utah, hereinafter referred to as "City," and MURANO VILLAGE, L.L.C., a Utah limited liability company, and JOHN H. ZENGER AND HOLLY ZENGER, individually and as co-trustees of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981, hereinafter referred to as "Developers," for Developers and for Developers' real property successors and assigns, Developers being some but not all of the signers of the Annexation Petition filed with the City on October 25, 2006, and the owners of the parcels of land located in Wasatch County, Utah bearing Wasatch County tax identification numbers 0WC-0231-0-022-034, 0WC-0234-3-022-034, 0WC-0231-4-022-034 and 0WC-0236-2-023-034 (hereinafter referred to as "the Development Parcels").

**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.* 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. Developers are some, but not all, of the owners of certain real property described on "Exhibit A" attached hereto and incorporated herein by reference, which property is proposed for annexation to Midway City and is hereinafter referred to as "the Annexation Property".
- C. The Annexation Property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance and other City ordinances. Developers and City desire to allow Developers and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation 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. Developers and 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.
- F. The City's governing body has authorized execution of this Agreement by Resolution No. ~~2007-07~~ 2007-07, 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 preamble and recitals set forth above are incorporated herein by this reference.
- II. **Conditions Precedent.** City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels and other parcels within the Annexation Property. Further, City and Developers agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation 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 Annexation Property into Midway City and shall continue in full force and effect from that time on.
- V. **General Provisions.**
  - 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 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, and that all necessary actions have been taken to give full force and effect to this Agreement. Developers represent and warrant 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 Developers 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. Developers represent to the City that by entering into this Agreement, Developers have bound themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.
  - C. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Midway City ordinances, policies, procedures and plans.
  - D. **Amendment of this Agreement.** This Agreement may be amended in whole or in part 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 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 both at 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 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, including all successive owners of the Development Parcels. This Agreement shall be incorporated by reference in any instrument purporting to convey an interest in the Development Parcels. The terms of this Agreement shall be binding upon all present and future owners of the Development Parcels 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 Created. Nothing contained in the Agreement shall 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.

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 Development Parcels and the Annexation Property upon annexation, and to provide for future development of the Development Parcels and Annexation 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 the 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, agrees to adopt an ordinance of annexation and thereby to annex into City the area described on Exhibit A attached hereto and incorporated herein by 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 laws and other laws of City and of the State of Utah. 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, except as otherwise provided in this Agreement.
- H. Petition was Proper: A petition for annexation of this property was properly signed by the requisite number of land owners 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 offset 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 Annexation Property consists of approximately 95 acres of land. The area proposed for annexation is located adjacent to the current northern boundary of Midway City. The topography of the land is generally sloped, with a general drainage pattern from north to south.
- B. Municipal Services Required: The Annexation 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. Developers' Obligations**

As material terms of this Agreement and as conditions of Midway City annexing the Development Parcels and the Annexation Property, Developers, for themselves and their real property successors and assigns with respect to the parcels bearing Tax ID numbers 0WC-0231-0-022-034, 0WC-0234-3-022-034, 0WC-0231-4-022-034 and 0WC-0236-2-023-034, legal descriptions of which are attached hereto as "Exhibit B" ("the Development Parcels"), agree to the following:

**1. Water**

- a. In order to conduct development on the Development Parcels, Developers shall install any necessary facilities, both onsite and offsite, to connect the Development Parcels to the Midway City culinary water system at Developers' own expense. Developers shall also be required to pay for any upsizing of water facilities necessary to serve the Development Parcels.
- b. Developers will supply sufficient water rights, pursuant to all City ordinances and policies, to provide for the culinary use of the homes, the irrigation of the individual yards as necessary, and any common areas approved for the Development Parcels.

**2. Streets**

- a. All street improvements within the Development Parcels shall conform to Midway City standards and must be approved by the City. The streets shall be private roads owned and maintained by Developers and/or Developers' successors or assigns.
- b. Prior to annexation of the Annexation Parcels by the City, Developers shall provide signed recordable agreements that settle the use of the Interlaken Estates roads and the respective maintenance responsibilities of the associated entities and/or individuals that will be binding on the current and future property owners and their successors to maintain the roads.
- c. Prior to annexation of the Annexation Parcels by the City, Developers shall obtain an agreement or agreements recommended by the City Engineer and City Traffic Engineer and executed by the developer of Burgi Hill Ranches and by the Interlaken Mutual Water Company (IMWC) providing for the improvement of roads that belong to Interlaken Estates and Burgi Hill Ranches as impacted by development on the Development Parcels.
- d. Unless the City in its sole discretion agrees otherwise, Developers shall, prior to obtaining final approval for any project located on the Development Parcels, prepare and obtain City approval of a plan that resolves any question about the public's right to use Canyon View Road, and obtain signed permissions and approvals from all entities and/or individuals necessary to such plan.
- e. Unless the City in its sole discretion agrees otherwise, Developers shall, prior to obtaining final approval for any project located on the Development Parcels, prepare and obtain City approval of a plan for improvement, maintenance, and use of the portion of Canyon View Road under the jurisdiction of Wasatch County. Said plan shall, at a minimum, include the written consent of the Valais Homeowners Association with regard to the location of the road, surface treatment of the road, dust, noise, and vibration control for construction vehicles. Said plan shall also include the consent of Wasatch County as to the improvement, maintenance and use of Canyon View Road. The plan shall be developed in cooperation with the City Planner, City Engineer, City Traffic Engineer, IMWC, and Wasatch County, and shall include designations of the entities and/or individuals who will be responsible for the future use, improvement and maintenance of each segment of the road.
- f. Prior to obtaining preliminary approval for any project located on the Development Parcels, Developers shall prepare and obtain City approval of a capital improvement

plan for Canyon View Road to include drawings, specifications, and proposed road design. The capital improvement plan shall be presented to the Wasatch County Fire Department and Wasatch County Sheriff's Office for their public safety recommendations as to the use of Canyon View Road by future residents of the Development Parcels and as a secondary emergency egress by residents of Interlaken Estates.

- g. Developers agree to indemnify, defend, and hold the City harmless from any claims alleged or brought by any individuals or entities concerning the use, ownership and/or development of Interlaken Drive and Canyon View Road and/or encroachment on or damage to properties adjacent to Interlaken Drive and Canyon View Road throughout the construction and improvement of all development on the Development Parcels, and through the end of the warranty period for all of the improvements in the final phase of any development on the Development Parcels.

**3. Sewer**

The project is entirely within the boundaries of the Midway Sanitation District and will be subject to all standards and policies of said District. Developers agree to comply with all requirements on development of the Development Parcels imposed by said District.

**4. Trails**

- a. All trails within the Development Parcels shall be built at Developers' expense and shall conform to the Midway City Trails Master Plan and Midway City Trails Standards.
- b. Developers also agree to build, at Developers' expense, the following trail(s) outside the boundaries of the Development Parcels: A trail, built to City standards and directed and approved by the Midway City Trails Committee, Planning Commission and City Council, which connects Dutch Fields P.U.D. to Deer Ridge Estates Subdivision along River Road and Burgi Lane.
- c. The alignment, trail width and types of trails will be determined during the development review process by the Midway Trails Committee.
- d. As a material term of the City annexing the Annexation Property, Developers agree that Developers will not be entitled to any reimbursement from any City funds for any trails that Developers are required to build and/or choose to build within, or outside, the Annexation Property.

**5. Parks**

As a material term of the City annexing the Annexation Property, Developers agree to pay the total sum of \$47,600.00 to the City for park acquisition, construction and/or improvement. This payment will be made in addition to, and not instead of, any required impact fees. Developers freely agree to make this payment and agree not to contest this payment and not to question or challenge the City's use, in the City's sole discretion, of the funds from this payment.

**6. Additional Requirements Applicable to Developers**

- a. Prior to obtaining preliminary approval for any project located on the Development Parcels, Developers shall submit and obtain City approval of a plan to protect the

- Interlaken Mutual Water Company Well from impact by development on the Development Parcels. The plan shall be formulated in cooperation with IMWC.
- b. Prior to obtaining preliminary approval for any project located on the Development Parcels, Developers shall submit and obtain City approval of a plan to provide for safe and adequate storm water drainage throughout the Development Parcels and Annexation Property.
  - c. Developers will submit a conforming application for a subdivision located on the Development Parcels. The project will consist of no more than 48 lots on at least 84 acres as has been shown on the concept plans submitted to the City for review during the annexation process, unless the City, in its discretion, agrees to alter this provision during the subdivision approval process.
  - d. Developers agree to be and remain subject to, and to comply with, all Midway City ordinances and standards governing construction and installation of roads, utilities, infrastructure, etc. Developers agree to comply with instructions from the Midway City Planner, City Engineer, City Building Official, and/or other City officials pursuant to said ordinances and standards in carrying out construction activities within, or associated with, the Annexation Property or areas leading thereto, regardless of any provisions that may or may not be contained within that certain Use Agreement (Use Agreement) and/or that certain Road Maintenance Agreement (Road Maintenance Agreement) between Developers, IMWC, and Burgi Hill Ranches (BHR).
  - e. Developers agree that if Developers' obligations under this Annexation Agreement differ from, or conflict with, any of Developers' obligations under the Use Agreement or Road Maintenance Agreement, the terms of this Agreement shall nevertheless remain binding on Developers and shall control Developers' obligations to the City.
  - f. Developers and Developers' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to legal and engineering fees.
  - g. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges as part of the development process.

Notwithstanding anything contained in this Agreement, the City reserves the right to require Developer to execute and comply with a separate development agreement in order to develop the Development Parcels, which development agreement may contain terms adding to or amending the terms of this Agreement.

#### **B. City's Obligations**

As consideration for this Agreement and in order to provide municipal services to the Zenger Annexation the City will:

1. Annex approximately 95 acres known as the Zenger Annexation.
2. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
3. Consider a plan to relocate the intersection of Canyon View Road and Burgi Lane prior to the improvement of Canyon View Road.
4. Consider the granting of a water line extension agreement to Developers to fairly and equitably allocate the costs of servicing the Annexation Property and other nearby properties.

Notwithstanding the foregoing, the City does not guarantee that any specific concept plans, drawings or proposals submitted by Developers or others prior to the granting of the Annexation Petition or thereafter will ultimately be accepted by the City for development in accordance therewith during the development review and approval process.

IN WITNESS WHEREOF, the parties have executed this Agreement this 17 day of JULY 17, 2007.

**CITY OF MIDWAY**  
a Utah Municipal Corporation

ATTEST:

By (signature): *Brad Wilson*  
Brad Wilson  
City Recorder

By (signature): *Connie Tatton*  
Connie Tatton  
Mayor



APPROVED AS TO FORM:

By (signature): *Greg Powell*  
City Attorney

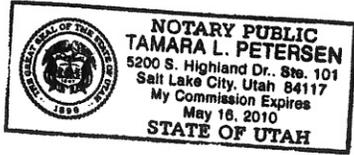


**HOLLY ZENGER, Individually and as Co-Trustee of the John H. Zenger and Holly Zenger  
Living Trust Dated February 11, 1981**

Holly Zenger  
Signature

STATE OF UTAH                    )  
  ) ss.  
County of Wasatch                )

The foregoing instrument was acknowledged before me this 17 day of July,  
2007 by Holly Zenger whose identity was proven to me by satisfactory evidence.



Tamara L. Petersen  
NOTARY PUBLIC

Exhibit A

Annexation Boundary Description

Ent 331391 Bk 0959 Pg 0330

BEGINNING AT A FOUR BRASS CAP MONUMENT REFERENCING THE NORTH EAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (FROM SAID BRASS CAP MONUMENT THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE QUARTER CORNER Ent 331391 Bk 0959 Pg 0331 SOUTH 89°19'57" WEST FOR 2671.56 FEET); Ent 331391 Bk 0959 Pg 0331 AND RUNNING THENCE NORTH 00°36'13" EAST 15.13 FEET; THENCE NORTH 89°39'24" EAST 261.84 FEET; THENCE NORTH 57°25'08" EAST 111.73 FEET; THENCE NORTH 76°33'24" EAST 121.86 FEET; THENCE NORTH 85°01'23" EAST 147.18 FEET; THENCE NORTH 38°55'17" EAST 36.08 FEET; THENCE NORTH 24°30'04" EAST 234.84 FEET; THENCE NORTH 17°00'36" EAST 657.65 FEET; THENCE NORTH 41°56'17" EAST 270.22 FEET; THENCE SOUTH 32°40'36" EAST 183.32 FEET; TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE NORTHWESTERLY WITH A RADIUS OF 102.38 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 19°04'51" WEST; THENCE NORTHEASTERLY 41.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°05'21" (CHORD BEARS NORTH 59°22'29" EAST 40.98 FEET); THENCE NORTH 47°54'06" EAST 181.58 FEET; THENCE NORTH 52°45'36" WEST 16.78 FEET; THENCE NORTH 47°54'06" EAST 226.50 FEET; THENCE SOUTH 83°24'33" EAST 69.57 FEET; THENCE NORTH 78°55'16" EAST 60.05 FEET; THENCE NORTH 00°20'36" WEST 292.05 FEET; THENCE NORTH 87°26'27" EAST 51.44 FEET; THENCE NORTH 87°05'54" EAST 222.48 FEET; THENCE NORTH 88°08'48" EAST 104.66 FEET; THENCE NORTH 86°45'24" EAST 104.86 FEET; THENCE NORTH 86°57'24" EAST 99.22 FEET; THENCE NORTH 86°50'59" EAST 99.26 FEET; THENCE NORTH 87°09'25" EAST 350.85 FEET; THENCE NORTH 08°36'16" WEST 43.24 FEET; THENCE NORTH 87°09'25" EAST 61.93 FEET; THENCE SOUTH 65°10'37" EAST 102.02 FEET; THENCE SOUTH 60°27'36" EAST 60.01 FEET; THENCE SOUTH 60°36'36" EAST 69.87 FEET; THENCE SOUTH 56°06'05" EAST 199.21 FEET; THENCE SOUTH 67°39'36" EAST 153.55 FEET; THENCE SOUTH 67°44'19" EAST 129.43 FEET; THENCE SOUTH 73°45'11" EAST 130.93 FEET; THENCE SOUTH 71°43'01" EAST 129.40 FEET; THENCE SOUTH 74°56'35" EAST 130.69 FEET; THENCE SOUTH 13°35'12" WEST; 105.93 FEET; THENCE SOUTH 82°53'18" EAST 120.31 FEET; THENCE SOUTH 79°14'18" EAST 64.50 FEET; THENCE SOUTH 00°44'33" EAST 210.39 FEET; THENCE SOUTH 00°51'39" WEST 278.66 FEET; THENCE NORTH 83°49'23" EAST 0.60 FEET; THENCE SOUTH 15°10'55" WEST 290.97 FEET; THENCE NORTH 87°39'23" WEST 377.27 FEET; THENCE SOUTH 69°44'48" WEST 212.44 FEET; THENCE SOUTH 75°54'06" WEST 300.17 FEET; THENCE SOUTH 77°42'27" WEST 218.62 FEET; THENCE SOUTH 01°52'00" EAST 322.21 FEET; THENCE SOUTH 19°55'00" WEST 286.76 FEET; THENCE NORTH 90°00'00" WEST 321.75 FEET; THENCE NORTH 00°00'00" EAST 57.75 FEET; THENCE NORTH 90°00'00" WEST 377.11 FEET; THENCE NORTH 00°20'36" WEST 342.30 FEET; THENCE NORTH 01°48'38" WEST 259.92 FEET; THENCE NORTH 82°01'16" WEST 689.46 FEET; THENCE SOUTH 79°54'24" WEST 231.00 FEET; THENCE SOUTH 27°39'24" WEST 374.49 FEET; THENCE SOUTH 89°19'57" WEST 878.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 92.944 ACRES.

Development Parcels Description

BEGINNING AT A FOUR BRASS CAP MONUMENT REFERENCING THE NORTH EAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN (FROM SAID BRASS CAP MONUMENT THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE NORTH ONE QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 89°19'57" WEST FOR 2671.56 FEET); Ent 331391 Bk 0959 Pg 0333 AND RUNNING THENCE NORTH 00°36'13" EAST 15.13 FEET; THENCE NORTH 89°39'24" EAST 261.84 FEET; THENCE NORTH 57°25'08" EAST 111.73 FEET; THENCE NORTH 76°33'24" EAST 121.86 FEET; THENCE NORTH 85°01'23" EAST 147.18 FEET; THENCE NORTH 38°55'17" EAST 36.08 FEET; THENCE NORTH 24°30'04" EAST 234.84 FEET; THENCE NORTH 17°00'36" EAST 657.65 FEET; THENCE NORTH 41°56'17" EAST 270.22 FEET; THENCE SOUTH 32°40'36" EAST 183.32 FEET; TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT AND CONCAVE NORTHWESTERLY WITH A RADIUS OF 102.38 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 19°04'51" WEST; THENCE NORTHEASTERLY 41.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°05'21" (CHORD BEARS NORTH 59°22'29" EAST 40.98 FEET); THENCE NORTH 47°54'06" EAST 181.58 FEET; THENCE NORTH 52°45'36" WEST 16.78 FEET; THENCE NORTH 47°54'06" EAST 226.50 FEET; THENCE SOUTH 83°24'33" EAST 69.57 FEET; THENCE NORTH 78°55'16" EAST 60.05 FEET; THENCE NORTH 00°20'36" WEST 292.05 FEET; THENCE NORTH 87°26'27" EAST 51.44 FEET; THENCE NORTH 87°05'54" EAST 222.48 FEET; THENCE NORTH 88°08'48" EAST 104.66 FEET; THENCE NORTH 86°45'24" EAST 104.86 FEET; THENCE NORTH 86°57'24" EAST 99.22 FEET; THENCE NORTH 86°50'59" EAST 99.26 FEET; THENCE NORTH 87°09'25" EAST 350.85 FEET; THENCE NORTH 08°36'16" WEST 43.24 FEET; THENCE NORTH 87°09'25" EAST 61.93 FEET; THENCE SOUTH 65°10'37" EAST 102.02 FEET; THENCE SOUTH 60°27'36" EAST 60.01 FEET; THENCE SOUTH 60°36'36" EAST 69.87 FEET; THENCE SOUTH 56°06'05" EAST 199.21 FEET; THENCE SOUTH 67°39'36" EAST 153.55 FEET; THENCE SOUTH 67°44'19" EAST 129.43 FEET; THENCE SOUTH 73°45'11" EAST 130.93 FEET; THENCE SOUTH 71°43'01" EAST 129.40 FEET; THENCE SOUTH 74°56'35" EAST 130.69 FEET; THENCE SOUTH 13°35'12" WEST; 105.93 FEET; THENCE SOUTH 82°53'18" EAST 120.31 FEET; THENCE SOUTH 79°14'18" EAST 64.50 FEET; THENCE SOUTH 00°44'33" EAST 210.39 FEET; THENCE SOUTH 00°51'39" WEST 278.66 FEET; THENCE NORTH 83°49'23" EAST 0.60 FEET; THENCE SOUTH 15°10'55" WEST 290.97 FEET; THENCE NORTH 87°39'23" WEST 377.27 FEET; THENCE SOUTH 69°44'48" WEST 212.44 FEET; THENCE SOUTH 75°54'06" WEST 300.17 FEET; THENCE SOUTH 77°42'27" WEST 218.62 FEET; THENCE SOUTH 01°52'00" EAST 322.21 FEET; THENCE SOUTH 19°55'00" WEST 286.76 FEET; THENCE NORTH 90°00'00" WEST 321.75 FEET; THENCE NORTH 00°00'00" EAST 57.75 FEET; THENCE NORTH 90°00'00" WEST 377.11 FEET; THENCE NORTH 00°20'36" WEST 342.30 FEET; THENCE NORTH 01°48'38" WEST 259.92 FEET; THENCE NORTH 82°01'16" WEST 689.46 FEET; THENCE SOUTH 79°54'24" WEST 231.00 FEET; THENCE SOUTH 27°39'24" WEST 374.49 FEET; THENCE SOUTH 89°19'57" WEST 878.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 92.944 ACRES.

## Michael Henke

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**From:** John <johncondrat@gmail.com>  
**Sent:** Friday, January 10, 2020 9:52 AM  
**To:** Michael Henke  
**Subject:** Comment on proposal - Murano Master Plan

**Follow Up Flag:** Flag for follow up  
**Flag Status:** Flagged

Hi Melannie,

Thank you for sending the letter regarding the amendment to the annexation agreement for the Murano Master Plan. I am unable to attend the public hearing on Jan 21, 2020 however I would like to comment on the proposal.

I am the owner and resident of Burgi Hill Ranches lot #1 (1655 N 300 E). Since the connection of Saddle Drive to Dutch Mountain Drive/Dutch Canyon road (for the Watt's Dutch Canyon subdivision) there has been a vast increase of through traffic through the Burgi Hill Ranches subdivision. This through traffic is from Interlaken residents cutting through Dutch Canyon, Dutch Mountain Drive, and Saddle Drive to Interlaken Drive. The speed limit is 25, however most of the vehicles coming to and from Interlaken are speeding and also not obeying the stop signs. There are many young children who live on Saddle Drive and the speeding cars have become a major safety issue. At a recent Burgi Hill Ranches community meeting, many other residents have expressed this same problem.

My concern with allowing the Murano Master Plan to increase from 48 lots to a 64 unit PUD is this will further increase the traffic problems I mention above on Saddle Drive. If allowed, the proposal will increase density, and more vehicles will be cutting through Saddle Drive to the new subdivision.

I strongly urge the Midway City planning office, and the city council members to not approve more units in the Murano Master Plan. I also urge the City to come up with a solution to the traffic problems on Saddle drive. It is my understanding that Saddle Drive is part of and maintained by the Burgi Hill Ranches subdivision, but the City requires access.

Thank you for your consideration.

John Condrat  
1655 N 300 E Midway 84049  
801-599-3275