Midway City Council
18 June 2019
Regular Meeting

Resolution 2019-12 /
Whitaker Farm
Development Agreement

RESOLUTION
2019-12

A RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR THE WHITAKER FARMS SUBDIVISION

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

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

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

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

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

PASSED AND ADOPTED by the Midway City Council on the day of 2018.

MIDWAY CITY

_____

Celeste Johnson, Mayor

ATTEST:

_____

Brad Wilson, Recorder

DRAFT

(SEAL)

DRAFT

WHITAKER FARMS SUBDIVISION
DEVELOPMENT AGREEMENT

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

RECITALS

A. The City, acting pursuant to its authority under Utah Code Ann. §10-9a-101, *et. seq.,* in compliance with the Midway City Land Use Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances and regulations, has made certain determinations with respect to the proposed Whitaker Farms Subdivision, located at approximately 455 North River Road, in Midway, Utah (hereinafter call the "Project") and therefore has elected to approve and enter into this Agreement in order to advance the policies, goals and objectives of the City, and to promote the health, safety and general welfare of the public.

B. The Developer has a legal interest in certain real property located in the City, as described in Exhibit "A", (hereinafter referred to as the "Property") attached hereto and incorporated herein by this reference. Developer warrants and represents that it has the legal authority to sign this Agreement, and to bind the Property as set forth herein.

C. The Developer has entered into an Annexation Agreement with Midway City, recorded at Entry 446998, Book 1211, Pages 1344-1412, and an Amendment to the Annexation Agreement recorded at _____, both of which are binding on the Developer. *See* Exhibit B and C respectively.

D. As set forth in Exhibit D, the Developer agrees to develop the Property as a large-scale subdivision containing fifty (50) lots. This Project is commonly known as the Whitaker Farms Subdivision. The original parcel is 80 acres in size. The subdivision is located at approximately 455 North River Road in the RA-1-43 zone and contains 20 acres of open space.

E. All roads in the Project will be public roads which will require City maintenance once the roads are accepted by the City. There will be 25% open space (20 acres) included in the development which is 10% more than the minimum requirement of 15%. The open space/common area will be owned by the homeowners' association (HOA). There will also be a mix of public and private trails throughout the Project along with a private amenity which is a barn that members of the community could use. The Developer is proposing a clubhouse and other undefined amenities that will be constructed by the Developer and owned and maintained by the HOA.

F. Each Party acknowledges that it is entering into this Agreement voluntarily. The Developer consents to all the terms and conditions of this Agreement and acknowledges that they are valid conditions for the development of the Property. Unless otherwise specifically agreed to herein, the terms and conditions contained herein are in addition to any conditions or requirements of any other legally adopted ordinances, rules, or regulations governing the development of real property in the City of Midway.

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

AGREEMENT

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

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

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

"Governing Body" shall mean the Midway City Council.

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

Section 3. Obligations of the Developer and the City.

A. Obligations of the Developer:

i. General Obligations: The Parties acknowledge and agree that the City's agreement to perform and abide by the covenants and obligations of the City set forth herein is material consideration for the Developer's agreement to perform and abide by the covenants and obligations of the Developer set forth herein.

i. Conditions for Current Approvals. The Developer shall comply with all of the following Conditions:

a) Payment of Fees: Developer agrees to pay all applicable Midway City fees as a condition of developing the Project on the Property, including all engineering and attorney fees and other outside consultant fees incurred by the City in relation to the Project. All fees, including outstanding fees for prior plan checks (whether or not such checks are currently valid) shall be paid current prior to the recording of any plat or the issuance of any building permit for the Project or any portion thereof.

b) Compliance with terms and conditions of Annexation Agreement and any amendments thereto: Developer agrees that this Development Agreement is supplemental to, and does not replace, the Annexation Agreement (and amendments thereto) entered into by the Parties for this property. Developer agrees to comply with all of the terms and conditions of the Annexation Agreement, any amendments thereto, and this Development Agreement. In the event there is conflict between the requirements of the two Agreements, the more recent Agreement shall govern with respect to that conflict. A copy of the Annexation Agreement and amendment are attached as Exhibit B and C and are incorporated herein by this reference. Additionally, Lot 1 must be adjusted for frontage and width requirements.

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

d) Density: The Developer is asking for approval for 50 lots in the Project as per the Annexation Agreement that was signed by the Developer or Property Owner and the City. The Developer is bound to the Annexation Agreement and cannot petition for more density unless an amendment is made to the Annexation Agreement.

e) Two points of Access: The Project plan has two points of access onto River Road. The two points of access on River Road do meet the City requirements regarding the two points of access construction standards. There is a third point of access planned on the southside of the property that will be stub road until connected to a future road. As discussed below, regardless of whether the

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

f) Water Rights and Water Service: The required water rights for the culinary and irrigation water for the Project shall be officially transferred to the City in writing before the recording of the plat for the Project. The water rights provided by the Developer shall meet all City policies and Ordinances for culinary and irrigation use. Culinary water service shall be provided by the City according to the rules, regulations and requirements of the City. The total quantity of water rights to be dedicated to the City for the entire Project, for both culinary and irrigation use, is 235.17 acre feet. The water calculation for landscaping shall be recalculated if the trails are reduced from 8' to 6' in width. Developer shall be responsible for construction of the culinary water lines as per the approved plans, which shall be subject to final approval and acceptance by the City. Secondary water service shall be provided by Midway Irrigation Company. Each lot will connect to the Midway Irrigation Company's secondary water system. Laterals will be installed by the Developer for each of the fourteen lots as per Midway Irrigation Company requirements. Additionally, a secondary water meter is required for each of the lots.

g) Sewer Service: Each lot in the Subdivision shall be required to connect to the Midway Sanitation District sewer system as per the specifications, restrictions and rules of Midway Sanitation District.

h) Construction and/or Dedication of Project Improvements: The Developer agrees to construct and/or dedicate Project improvements as directed by the City, including but not limited to streets, trails, driveways, landscaping, water, sewer, and other utilities as shown on the approved final plans and in accordance with current City standards. The Developer shall satisfactorily complete construction of all Project improvements no later than two (2) years after the recording of the plat for the Project. The Developer also agrees to comply with the terms of the Midway City Staff report, as approved and adopted by the Midway City Planning Commission and accepted by the City Council, attached hereto as Exhibit E and incorporated herein by this reference.

i) Roads, Streets and Trails: Developer shall construct all required improvements, including roads, streets and trails. All roads in the Project will be public roads which will require City maintenance once the roads are accepted by the City. There will also be a mix of public and private trails throughout the Project. The Developer has submitted a traffic study to the City as part of the application. Horrocks Engineers has reviewed that study to

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

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

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

l) View corridors: The Project has been designed to maintain view corridors from Memorial Hill and from River Road. The positioning of the open space and lots will allow the Project to be mostly unseen from River Road.

m) Southern Access off of River Road to the Project:

    a. It is proposed to build the southern access point to the Project as a round-about at the base of Memorial Hill ("Memorial Hill Round-About"), in a design and location attached as Exhibit F. The Parties acknowledge that Wasatch County must approve the final design for the Memorial Hill Round-About and have yet to do so.
    It is the desire of both Developer and Midway City to have the southern access point be the Memorial Hill Round-About and both agree to work together in good faith to obtain approval of the plan from Wasatch County. Developer acknowledges and agrees that the Memorial Hill Round-About includes the costs of installing a parking lot at the base of Memorial Hill, a bathroom, and extending trails to the Memorial, all of which are included in the cost estimate of the round-about, and all of which will be paid by Developer. At the time of signing this Agreement, Developer shall post with the City a

performance bond equaling 110% of the estimated cost of the Memorial Hill Round-About, to be held until the round-about is completed.

b. In the event that the County has not approved a satisfactory plan for the Memorial Hill Round-About as shown in Exhibit F within six (6) months from the date of execution of this Agreement, the Developer shall proceed with construction of the roundabout as designed and located in Exhibit G ("Central Round-About"). If the Central Round-About costs less than the proposed Memorial Hill Round-About, the Developer agrees to take the surplus funds and apply them to improving the trail system either within or external to the Project as requested by the City. Specifically, City will require a trail to connect to Memorial Hill within the Project, and a trail on both sides of River Road from the Northern Round About to Memorial Hill/southern edge of the Project, and a trail connection across River Road so that bike and pedestrian traffic can access Memorial Hill from the west side of the road.

c. No building permits shall be issued in the Project until the southern access point off of River Road is built to Midway City standards.

d. Explanation of cost calculation: It was agreed in the Annexation Agreement that the Developer would improve River Road to a three lane street with middle turning lanes. In the Amendment to the Annexation Agreement it was agreed between the parties that it would be better to leave River Road as a two lane street and to add round-abouts at each end of the Project. Developer agreed that any cost savings that occur from installing the round-abouts versus installing the three lane road will be given to the City to improve its trail system, and may be used either within the Project or on other trails within the City. The bonding required for the round-abouts shall include the total cost of the three lane street, and shall be designed to allow the City to recover the entire amount of these costs, should Developer fail to install the round-abouts as required. Developer agrees that once the round-abouts are installed, any cost savings between the three lane street and the round-abouts will be provided to the City for use on trails at the City's discretion.

n) Landscaping Plan*:* A landscaping plan has been submitted to the City and a copy is attached to this report as Exhibit H. Staff has concerns about the proposed prairie grass and the maintenance of the prairie grass. Developer agrees the prairie grass shall be cut a minimum of three times per year, at least 30 days apart. The Developer shall install landscaping, at a minimum, in

accordance with the landscaping plans for the Project and the round-abouts as submitted to the City. Maintenance of the landscaping within the Project shall be the responsibility of the HOA. City shall be responsible for the maintenance of the two round-about islands once they are installed by the Developer.

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

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

q) Weed Control: The Developer and its successors and assigns shall eradicate, mow or trim weeds and vegetation at all times in all areas of the Project. Developer shall be responsible for weed control on the remainder parcel described herein.

r) Construction Traffic: All construction traffic for all Project improvements will meet the requirements imposed by the Midway City Planning and Engineering Departments.

s) Warranty: Consistent with City standards, the Developer will provide a one-year warranty for the operation of all improvements.

t) Bonding: Developer agrees to post performance and other bonds in amounts and types established by the City related to the performance of the Developer's construction obligations for the Project, pursuant to current City Ordinances and Regulations.

B. Obligations of the City:

i. General Obligations: The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. Conditions of Approval: The City shall not impose any further Conditions on Current Approvals other than those detailed in this Agreement, and on the Project

Plats, unless agreed to in writing by the Parties. The Developer shall remain bound by all legally adopted Ordinances, Resolutions and policies of the City unless specifically agreed to otherwise herein.

iii. Acceptance of Improvements: The City agrees to accept all Project improvements constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees, provided that 1) the Midway City Planning and Engineering Departments review and approve the plans for any Project improvements prior to construction; 2) the Developer permits Midway City Planning and Engineering representatives to inspect upon request any and all of said Project improvements during the course of construction; 3) the Project improvements are inspected by a licensed engineer who certifies that the Project improvements have been constructed in accordance with the approved plans and specifications; 4) the Developer has warranted the Project improvements as required by the Midway City Planning and Engineering Departments; and 5) the Project improvements pass a final inspection by the Midway City Planning and Engineering Departments.

Section 4. Vested Rights and Applicable Law.

A. Applicable Law. The rules, regulations, official policies, standards and specifications applicable to the development of the Property (the "Applicable Law") shall be in accordance with those set forth in this Agreement, and those rules, regulations, official policies, standards and specifications, including City Ordinances and Resolutions, in force and effect on the date the City Council granted preliminary approval to the Developer for the Project. The Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve the Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats, including the payment of fees and compliance with all other applicable Ordinances, Resolutions, regulations, policies and procedures of the City.

B. State and Federal Law. Notwithstanding any other provision of this Agreement, this Agreement shall not preclude the application of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or regulations ("Changes in the Law") applicable to the Property. In the event the Changes in the Law prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of the Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary, to comply with the Changes in the Law.

Section 5. Amendment. Unless otherwise stated in this Agreement, the Parties may amend this Agreement from time to time, in whole or in part, by mutual written consent. No amendment or modification to this Agreement shall require the consent or approval of any person or entity

having any interest in any specific lot, unit or other portion of the Project. Each person or entity (other than the City and the Developer) that holds any beneficial, equitable, or other interests or encumbrances in all or any portion of the Project at any time hereby automatically, and without the need for any further documentation or consent, subjects and subordinates such interests and encumbrances to this Agreement and all amendments thereof that otherwise comply with this Section 5. Each such person or entity agrees to provide written evidence of that subjection and subordination within fifteen (15) days following a written request for the same from, and in a form reasonably satisfactory to, the City and/or the Developer.

Section 6. Cooperation and Implementation.

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

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

B. Other Governmental Permits.

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

Section 7. Default and Termination.

A. General Provisions.

1. Defaults by Developer. Any failure by either Party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other Party, unless such period is extended by written mutual agreement, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged failure and, where appropriate, the manner in which said failure may be satisfactorily cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such thirty (30) day time period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such thirty (30) day period. Upon the occurrence of an uncured default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured, then no default shall exist and the noticing Party shall take no further action.
2. Termination. If the City elects to consider terminating this Agreement due to a material default of the Developer, then the City shall give to the Developer a written notice of intent to terminate this Agreement and the matter shall be scheduled for consideration and review by the City Council at a duly notice public meeting. The Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If the City Council determines that a material default has occurred and is continuing and elects to terminate this Agreement, the City Council shall send written notice of termination of this Agreement to the Developer by certified mail and this Agreement shall thereby be terminated thirty (30) days thereafter. In addition, the City may thereafter pursue any and all remedies at law or equity. By presenting evidence at such public meeting, the Developer does not waive any and all remedies available to the Developer at law or in equity.
3. Review by the City. The City may, at any time and in its sole discretion, request that the Developer demonstrate that the Developer is in full compliance with the terms and conditions of this Agreement. The Developer shall provide any and all information reasonably requested by the City within thirty (30) days of the request, or at a later date as agreed between the Parties.
4. Determination of Non-Compliance. If the City Council finds and determines that the Developer has not complied with the terms of this Agreement, and non-compliance may amount to a default if not cured, then the City may deliver a Default Notice pursuant to section 7.A of this Agreement. If the default is not cured in a timely manner by the Developer, the City may terminate this agreement as provided in Section 7 of this Agreement an as provided under Applicable Law.

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

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

Section 8. Notice of Compliance.

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

B. Failure to Deliver. Failure to deliver a Notice of Compliance, or a written refusal to deliver a Notice of Compliance if the Developer is not in compliance, within the time set forth in Section 8.A shall constitute a presumption that as of fifteen (15) days from the date of the Developer's written request: 1) this Agreement was in full force and effect without modification except as represented by the Developer; and 2) there were no uncured defaults in the performance of the Developer. Nothing in this Section, however, shall preclude the City from conducting a review under Section 7, or issuing a notice of default, notice of intent to terminate or notice of termination under Section 7 for defaults which commence prior to the presumption created under this Section 8, and which have continued uncured.

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

Section 10. Miscellaneous Terms.

A. Incorporation of Recitals and Introductory Paragraph. The Recitals contained in this Agreement, and the introductory paragraph preceding the Recitals, are hereby incorporated into this Agreement as if fully set forth herein.

B. Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual written consent of the Parties. Notwithstanding the foregoing, if any material provision of this Agreement, or the application of such provision to a particular situation, is held to be invalid, void or unenforceable by the final order of a court of competent jurisdiction, either Party to this Agreement may, in its sole and absolute discretion, terminate this Agreement by providing written notice of such termination to the other Party.

C. Other Necessary Acts. Each Party shall execute and deliver to the other Party any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement, the Conditions of Current Approvals, and Subsequent Approvals and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

D. Other Miscellaneous Terms. The singular shall be made plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

E. Covenants Running with the Land and Manner of Enforcement. The provisions of this Agreement shall constitute real covenants, contract and property rights and equitable servitudes, which shall run with all of the land subject to this Agreement. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties, and to their respective successors, heirs, assigns and transferees. Notwithstanding anything in this Agreement to the contrary, the owners of individual units or lots in the Project shall 1) only be subject to the burdens of this Agreement to the extent applicable to their particular unit or lot; and 2) have no right to bring any

action under this Agreement as a third-party beneficiary. The City may look to the Developer, its successors and/or assigns, an owners' association governing any portion of the Project, or other like association, or individual lot or unit owners in the Project for performance of the provisions of this Agreement relative to the portions of the Projects owned or controlled by such party. The City may, but is not required to, perform any obligation of the Developer that the Developer fails adequately to perform. Any cost incurred by the City to perform or secure performance of the provisions of this Agreement shall constitute a valid lien on the Project, including prorated portions to the individual lots or units in the Project.

F. Waiver. No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach or default of any condition of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach or default.

G. Remedies. Either Party may institute an equitable action to cure, correct or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement; provided, however, that no action for monetary damages may be maintained by either Party against the other Party for any act or failure to act relating to any subject covered by this Agreement (with the exception of actions secured by liens against real property), notwithstanding any other language contained elsewhere in this Agreement. In no event shall either Party be entitled to recover from the other Party either directly or indirectly, legal costs or attorney's fees in any action instituted to enforce the terms of this Agreement (with the exception of actions secured by liens against real property).

H. Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

I. Attorney's Fees. In the event of litigation or arbitration between the Parties regarding an alleged breach of this Agreement, neither Party shall be entitled to any award of attorney's fees.

J. Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement and Applicable Law to ensure that the rights secured to the other Party through this Agreement can be enjoyed.

K. Representations. Each Party hereby represents and warrants to each other Party that the following statements are true, complete and not misleading as regards the representing and warrantying Party:

1. Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.
2. Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individuals represent.
3. This Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium, and equitable principles.

L. No Third-Party Beneficiaries. This Agreement is between the City and the Developer. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

Section 11. Notices.

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

If to the City of Midway:

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

With Copies to:

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

If to Developer:

_____
_____

_____

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

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

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

CITY OF MIDWAY

_____
Celeste Johnson, Mayor

Attest:

_____
Brad Wilson, City Recorder

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 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

THE DEVELOPER OF WHITAKER
FARMS SUBDIVISION

_____
By: _____
Its: _____

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, who executed the foregoing instrument in his capacity as the _____ of the Developer.

_____
NOTARY PUBLIC

LANDOWNER OF WHITAKER
FARMS SUBDIVISION

_____
By: _____
Its: _____

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, who executed the foregoing instrument in his capacity as the _____ of the Developer.

_____
NOTARY PUBLIC

LANDOWNER OF WHITAKER
FARMS SUBDIVISION

_____
By: _____
Its: _____

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, who executed the foregoing instrument in his capacity as the _____ of the Developer.

_____
NOTARY PUBLIC

Exhibit A

Exhibit B

Ent 446998 Bk 1211 Pg 1344-1412
Date: 02-JAN-2018 10:07:03AM
Fee: NoneFiled By: TC
PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY CITY

AMENDED ORDINANCE
2017-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

Colleen C Bonner

Colleen Bonner, Mayor

ATTEST:

Brad Wilson, City Recorder

APPROVED AS TO FORM:

Corbin Gordon, City Attorney

(SEAL)

Exhibit A

ANNEXATION AGREEMENT FOR THE WHITAKER FARM ANNEXATION MIDWAY CITY, UTAH

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

RECITALS

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

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

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

1. The "Development Parcel", consisting of approximately 60 acres, which will be developed into single family lots according to the terms of this Agreement, a future development agreement, and the rules and regulations of Midway City;
2. The "Whitaker Parcel", consisting of approximately 14 acres, and which will be developed into one of the following options: a) a maximum of four total residential building lots (with one of the lots including the existing Whitaker home), with no location restrictions except compliance with the required 100 foot setback from River Road, and compliance generally with the lot size and set-backs for lots in the RA-1-43 zone; or b) a planned unit development of no more than 12 units, that may be built no closer to River Road than the west side of the existing Whitaker Residence, and clustered generally to the north and west of the Whitaker Residence.
3. The "Open Space Parcel", consisting of approximately 20 acres, which will remain as agricultural open space, according to the terms and conditions of this Agreement. No further subdivision or development will be allowed on the Open Space Parcel.
4. The "Museum Parcel", consisting of approximately 6 acres, which may be a Rural Preservation Subdivision with one building unit if applied for by the owner, subject to the restrictions set forth below.
5. The County's Memorial Hill parcel ("County Parcel").
6. The White September parcel, and the Luster Development Parcel ("Peninsula Parcels").
7. The Medby and the Salazar parcels located on the northwest corner of the annexation.

D. The Annexation Property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance and other City Ordinances and Resolutions. The Applicant and the City desire to allow Applicant and others to make improvements to the Annexation Property pursuant to applicable ordinances, resolutions and the terms and conditions of this Agreement.

E. Improvements made to the Annexation Property shall be consistent with the existing ordinances and engineering standards of the City at the time of application, and the terms and conditions of this Annexation Agreement.

F. The Applicant and the City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide

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

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

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Recitals**: The preamble and recitals set forth above are incorporated herein as part of the Agreement.

2. **Purpose of Agreement**: The purpose of this Agreement is to provide for the annexation of real property into the City, to designate zoning that will apply to the Annexation Property upon annexation, and to provide for future development of the Annexation Property, in accordance with the adopted Ordinances and Resolutions of the City, terms and conditions of this Annexation Agreement, the Midway City General Plan, and the laws of the State of Utah, as they may be from time to time amended.

3. **Conditions Precedent**: The City and the Applicant agree, understand and acknowledge that this Agreement is for the annexation of the Annexation Property. Further, the City and the Applicant agree and understand that this Agreement shall be a covenant running with the Annexation Property, and shall bind any future developers, owners, heirs or assigns.

4. **Permitted Uses on Annexation Parcel**: The permitted uses for the Annexation Property shall be those uses specifically listed this Agreement and in the Zoning Ordinance of the City, as amended from time to time.

5. **Term**: This Agreement shall become effective as of the date of annexation of the Annexation Property into the City, and shall continue in full force and effect from that time onward.

6. **Annexation**: The City, pursuant to the Annexation Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, hereby agrees to adopt an Ordinance of Annexation, and thereby to annex into the City the Annexation Property described in the attached Exhibits. The Annexation Property shall be subject to the terms and conditions of this Agreement as well as the annexation laws and other Ordinances, Resolutions or laws of the City of Midway and the State of Utah. It is further agreed that this Annexation

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

A. Contiguity: The Annexation Property is contiguous to the existing boundaries of the City, as shown on Exhibit "B", attached hereto and incorporated herein by this reference.

B. Within Declaration Area: The Annexation Property is within the area identified by the City in its Annexation Policy Declaration Statement for possible annexation into the City.

C. Not Within Another City: The Annexation Property is not included within the boundaries of any other incorporated municipality.

D. No Pending Incorporation. There are no pending annexation petitions to incorporate any of the Annexation Property into any other municipality.

E. No Unincorporated Islands. The annexation of the Annexation Property will not create or leave any islands of unincorporated property requiring municipal type services.

F. Not Solely for Revenue Purposes. The proposed annexation is not being pursued by the City solely for the purpose of gaining revenues or to gain a jurisdictional advantage over another municipality or to restrict annexation by some other municipality.

G. Services Available. The City intends to provide the same level of municipal services within the Annexation Property as it provides in all other areas within its boundaries, except as otherwise provided for in this Agreement.

H. Petition. The Petition for Annexation was properly signed by the requisite number of land owners of the land area within the proposed Annexation Property

I. No Fiscal Burden Created. The City has determined that annexation of this area will not create a fiscal burden on the City that will not be offset by the revenues expected to be generated by virtue of this annexation.

J. Compatibility. The proposed annexation is a compatible land use within the community.

K. Illegal Peninsulas. The proposed annexation does not create any illegal peninsulas of unincorporated property projecting into or out of the City.

7. **General Character of Land to Be Annexed.**

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

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

B. The Annexation Property consists of approximately 164.22 acres. It is currently zoned RA-1 by Wasatch County.

C. The Annexation Concept Plan is attached hereto as Exhibit "C", and is incorporated herein by this reference.

8. **Conditions of Annexation.**

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

a. The Development Parcel, Whitaker Parcel, Museum Parcel, Open Space Parcel, and County Parcel shall be zoned RA-1-43, subject to the restrictions and conditions contained herein.

b. The Peninsula Parcels shall be zoned R-1-22, subject to the conditions and restrictions contained herein.

c. The Whitaker Parcel currently identified as Tax ID number: 00-0012-1322, shall be included in the RA-1-43 zone, but Whitaker shall have two options on the development of its property as set forth below.

d. The Museum Parcel shall be zoned for one Rural Preservation Subdivision, with restrictions on the building envelope to preserve the view corridor, as set forth below.

B. Additional Conditions:

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

i. Applicant/Developer, at its sole cost and expense, shall construct a center turn lane (12 feet wide) on River Road. The turn lane shall meet the following requirements;

a. The center turn lane shall be designed and constructed according to plans approved by the City Engineer;

b. The center turn lane shall be constructed entirely within the existing River Road easement. Midway City shall work with the developer to insure that the necessary improvements to River Road fit within that existing easement;

c. The center turn lane shall continue from 200 feet north of the North entrance at the intersection of River Road and 600 North, and shall continue southerly along River Road to 200 feet south of the South property line.

ii. Applicant, at its sole cost and expense, shall construct paved bicycle lanes on both sides of River Road, within the existing easement, and in a length identical to the River Road center turn lane. (Bicycle lanes

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

iii. All roads within the Annexation Parcel shall be dedicated to the City, and shall become public roads.

iv. The western loop road (from the intersection of River Road and 6th North, through the western portion of the Annexation Parcel, through the roundabout, and both back to River Road and to the Stub Road to the South), as shown on the Annexation Concept Plan, shall be a full width City road, and shall meet all the design and construction standards of the City. This Road shall be built to the rural cross section standards of the City, and shall be dedicated to the City as a public road.

v. Applicant, at its sole cost and expense, shall construct other roads for the development parcels according to the design and construction standards of the City at the time of application for development.

vi. Applicant, at its sole cost and expense, shall construct detached paved trails in the following locations:

a. Starting on the north and east side of the Western Loop Road in the subdivision, and continuing the full length of the Western Loop Road to where the road stubs into the White September parcel, as shown on the Annexation Concept Plan and future development plats.

b. Starting at the south access road and continuing east along the southern access until in intersects with the trail running north and south along the Western Loop Road.

c. Starting at the location where the stub road to Memorial Hill turns south off of the southern access, and continuing south until it connects with the road on Memorial Hill.

d. All of these trails will be shall be dedicated to the City, open to the public, and shall become a part of the dedicated public trail system. The City shall have all obligation to maintain the dedicated trails.

e. A ten (10') foot wide trail easement shall be dedicated to the City for all of the above trails. The Applicant or the developer shall construct a paved eight (8') foot wide trail within the easements. This trail shall be dedicated to the City, and shall be maintained by the City.

f. The remaining trail associated with the Development Parcel, that runs along the road through the subdivision, shall be private, and shall be maintained by the HOA.

vii. Two points of access are required as per the applicable section of the Code. There shall be two access points to River Road, as shown on the Annexation Concept Plan and on future development plats. The first point of access shall be at or in the vicinity of the intersection of River Road and 6th North. The second access point shall be at or in the vicinity of approximately 400 North and River Road. Applicant shall also stub a road to the South on the East side of Memorial Hill, as generally shown on the attached Annexation Concept Plan. The actual location of the south stub road shall be flexible, depending upon the development plans of the parcels to the south of the Annexation Parcel. All access points, including the two along River Road and the stub road to the South, which shall eventually be completed, shall meet all applicable City standards that are in place at the time application is submitted for approval. All roadway improvements shall be designed and constructed according to City standards, and shall be approved by the City engineer.

viii. The Developer shall be responsible to build a city standard road that connects Memorial Hill to the Southern Access of the development, so that access to Memorial Hill can be closed from River Road, and accessed through the southern access point of the development. Developer shall also be responsible to replace lost parking at the base of Memorial Hill, and any and all costs necessary to meet City requirements for access to Memorial Hill.

ix. All required easements and/or rights of way that are within the Annexation Parcel shall be granted in the name of the City. The expanded road design, including trails and access stub roads, shall be approved by the City Engineer prior to commencement of construction.

x. The City and the Applicant agree that the road cross sections within the Annexation Parcel shall include a ribbon-curb, with a trail on one side of the road. There shall be a grass swale in between the curb and the trail, which grass swale shall be maintained by the HOA.

xi. Applicant, at its sole cost and expense, shall construct a safe and adequate Pedestrian Crossing at existing grade level of the intersection of River Road and 6th North Streets according to plans and specifications approved by the City. The requirements for the Pedestrian Crossing may include, but are not limited to pavement markings, signs, flashing lights, etc.

2) Exclusion of Haueter Parcels: The two Haueter parcels will not be included in the Annexation.

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

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

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

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

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

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

F. Governing Law. The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement. The Parties agree that the venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Wasatch County, Utah, and the Parties hereby waive any right to object to such venue.

G. Remedies. If any Party to this Agreement breaches any provision of this Agreement, the non-defaulting Party shall be entitled to all remedies available at both law and in equity.

H. Attorney's Fees and Costs. If any Party brings legal action either because of a breach of the Agreement or in order to enforce a provision or term of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and court costs.

I. Binding Effect. The benefits and burdens of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective heirs, legal representatives, successors in interest and assigns, including all successive owners of the Annexation Property. The Agreement shall be incorporated by reference in any instrument purporting to convey an interest in any portion of the Annexation Property. The terms of this Agreement and the obligations of the Applicant hereunder shall be binding upon all present and future owners of the Annexation Property and shall be appurtenant to, and shall run with, said land.

J. Third Parties. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party hereto shall have any right or cause of action hereunder.

K. No Agency or Partnership Created. Noting contained in this Agreement shall be construed to create any partnership, joint venture, or agency relationship between the Parties.

L. Recording. Upon execution, this Agreement shall be recorded in the official records of the Wasatch County Recorder.

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

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Signature Page Follows

CITY OF MIDWAY

Colleen Bonner, Mayor

Attest:

Brad Wilson, City Recorder

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

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

Jennifer Lyn Sweat
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 12/24/2017
Commission # 672751

NOTARY PUBLIC

APPLICANT

Thomas S. Whitaker, Individually

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

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

NOTARY PUBLIC

JENNIFER BALLS
Notary Public
State of Utah
Comm. No. 681001
My Comm. Expires Jan 2, 2019

APPLICANT

Linda Whitaker, Individually

STATE OF UTAH)
:ss
COUNTY OF WASATCH)

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

JENNIFER BALLS
Notary Public
State of Utah
Comm. No. 681001
My Comm. Expires Jan 2, 2019

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

JENNIFER BALLS
Notary Public
State of Utah
Comm. No. 681001
My Comm. Expires Jan 2

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

JENNIFER BALLS
Notary Public
State of Utah
Comm. No. 681001
My Comm. Expires Jan 2, 2019

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

JENNIFER BALLS
Notary Public
State of Utah
Comm. No. 681001
My Comm. Expires Jan 2, 2019

NOTARY PUBLIC

Exhibit "A"

ANNEXATION PETITION

Ent 446998 Bk 1211 Pg 1364

RECEIVED
NOV 30 2016
BY: BW

PETITION FOR ANNEXATION INTO MIDWAY CITY

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

1. This petition is made pursuant to the requirements of Section 10-2-403, Utah Code Annotated;

2. The property subject to this petition is an unincorporated area contiguous to the boundaries of Midway City, and the annexation thereof will not leave or create an unincorporated island or peninsula;

3. The signatures affixed hereto are those of the owners of private real property that:
   a. is located within the area proposed for annexation;
   b. covers a majority of the private land area within the area proposed for annexation;
   c. is equal in value to at least 1/3 of the value of all private real property within the area proposed for annexation; and
   d. lies contiguous to the present boundary of Midway City's corporate limits and is described in the attached *Exhibit A*, and is particularly located

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

4. Title to the property by those signing this petition is as shown in the deeds or title report attached hereto as *Exhibit B*. (Copies of the deed accompanies this petition.)

5. The manner in which it was established that at least 1/3 of the value of all the private property sought to be annexed is owned by the signers of this petition is shown in the attached *Exhibit C*.

6. The total acres of private land and total assessed value of all private lands sought to be annexed are **164.52 acres** and **$9,415,500 assessed value**. The ownership interests and assessed values of the privately-owned lands included in this annexation petition are shown in *Exhibit C*. *The total acreage of the entire annexation may contain more acreage due to the inclusion of public roads, public lands, or minor deed and title issues.*

7. The petitioners have caused an accurate plat or map of the above-described property to be prepared by Bing Christensen, P.L.S. a licensed surveyor, and Summit Engineering Group, Inc., which plat or map is attached herewith;

8. This petition does not propose annexation of all or a part of an area proposed for annexation in a previously filed petition that has not been denied, rejected, or granted;

9. This petition does not propose annexation of all or a part of an area proposed to be incorporated in a request for a feasibility study under Section 10-2-103 U.C.A. or a petition under Section 10-2-125, U.C.A. if:

   a. the request or petition was filed before the filing of the annexation petition, and
   b. the request, a petition under Section 10-2-109 based on that request, or a petition under Section 10-2-125 is still pending on the date the annexation petition is filed;

10. The petitioners request the property, if annexed, be zoned **Residential Agriculture RA-1-43 and/or Recreation Resort RZ** as per the Midway City Land Use Map

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

Dated this 29th day of November, 2016.

PETITIONERS

Thomas S. Whitaker

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

PO Box 777, Midway, UT 84049

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

Thomas S. Whitaker

Thomas S Whitaker, Manager
Midway Meadows Ranch, LLC
Petitioner

PO Box 777, Midway, UT 84049

Phone No. 801-836-9965

Ent 446998 Bk 1211 Pg 1366

Summit Engineering Group Inc.
Structural · Civil · Surveying

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

PROPOSED
WHITAKER FARMS ANNEXTION
INTO MIDWAY CITY, UT

ANNEXATION INFORMATION SHEET

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

CERTIFICATION OF DELIVERY OR MAILING:

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

Michael P Johnston
Nov. 30, 2106

PROFESSIONAL STRUCTURAL ENGINEER
No. 188137
MICHAEL P. JOHNSTON
STATE OF UTAH

EXHIBIT A

BOUNDARY DESCRIPTION

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

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

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

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

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

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

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

BOUNDARY CONTAINS 162.62 ACRES.

EXHIBIT 'B'

DEEDS OF PETITIONERS

Ent 446998 Bk 1211 Pg 1370

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

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

QUIT CLAIM DEED

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

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

PARCEL NO. 00-0012-1322

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

Executed on ~~25th~~ 29th day of February, 20016, at Salt Lake City, Utah.

Midway Meadows Ranch, LLC

Thomas S. Whitaker

Thomas S. Whitaker, Manager

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

On this ~~25th~~ 29th day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker, manager of Midway Meadows Ranch, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it on behalf of Midway Meadow Ranch, LLC.

WITNESS my hand and official seal.

Shauna Van Wagoner

Notary Public in and for said State

NOTARY PUBLIC
Shauna Van Wagoner
Commission #683980
My Commission Expires
August 02, 2019
STATE OF UTAH

Ent 446998 Bk 1211 Pg 1371

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

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

QUIT CLAIM DEED

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

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

PARCEL NO. 00-0007-5957

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

Executed on ~~25th~~ 29th day of February, 2016, at Salt Lake City, Utah.

Thomas S. Whitaker

Thomas S. Whitaker

Linda P. Whitaker

Linda P. Whitaker

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

On this ~~25th~~ 29th day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker and Linda P. Whitaker personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Shauna Van Wagoner

Notary Public in and for said State

NOTARY PUBLIC
Shauna Van Wagoner
Commission #683980
My Commission Expires
August 02, 2019
STATE OF UTAH

Ent 446998 Bk 1211 Pg 1372

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

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

QUIT CLAIM DEED

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

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

PARCEL NO. 00-0012-1322

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

Executed on ~~25th~~ 29th day of February, 20016, at Salt Lake City, Utah.

Midway Meadows Ranch, LLC

Thomas S. Whitaker

Thomas S. Whitaker, Manager

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

On this ~~25th~~ 29th day of February, 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas S. Whitaker, manager of Midway Meadows Ranch, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it on behalf of Midway Meadow Ranch, LLC.

WITNESS my hand and official seal.

Shauna Van Wagoner

Notary Public in and for said State

NOTARY PUBLIC
Shauna Van Wagoner
Commission #683980
My Commission Expires
August 02, 2019
STATE OF UTAH

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Thomas S. Whitaker

Linda P. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Chesney Kjar

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Thomas S. Whitaker

Linda P. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Chesney Kjar

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

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

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

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

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

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
CHESNEY KJAR
4525 South Wasatch Blvd., Suite 250
Salt Lake City, Utah 84124
My Commission Expires
February 21, 2012
State of Utah

Exhibit A

BEG S. 00°03' E. 798 FT OF N ¼ COR SEC 35, T3S, R4E, SLM; S. 00°03' E. 282.75 FT; e. 2640FT; N. 774.25 FT; N. 58°09' W. 126.7 FT; N. 34°21' W. 101.4 FT; N. 10°06' W. 94 FT; N. 18°15' W. 66.74 FT; W. 255.27 FT; S. 00°03' E. 798 FT; W. 2183.45 FT TO BEG. AREA 24.52 ACRES (LESS 0WC-0391-8, 0.19 ACRES) NET AREA: 24.33 ACRES + -

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

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

Ent 275361 Bk 0713 Pg 0577-0578
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 SEP 20 12:05pm Fee 15.00 MWC
FOR BRADLEY RICHARD H

QUIT CLAIM DEED

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

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

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

Thomas S. Whitaker

Linda P. Whitaker

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

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

WITNESS my hand and official seal.

Notary Public in and for said State

Notary Public
RICHARD BRADLEY
4572 South Wasatch Boulevard, #250
Salt Lake City, Utah 84124
My Commission Expires
March 3, 2007
State of Utah

EXHIBIT "A"

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

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

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

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

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

EXHIBIT 'C'

PROPERTY VALUATION & ACREAGE

EXHIBIT 'C'

ACREAGE WITHIN PROPOSED WHITAKER FARMS ANNEXATION

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

Private Property Owned by Petitioners

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

Other Private Properties Included in Annexation Petition

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

Total acres of Private Property of Annexation Petition=	**164.52**
Total Value of Private Property Annexation Petition =	**$9,415,500**
Percentage of Annexation Land Owned by Petitioners =	**63%**
Percentage of Property Value owned by Petitioners =	**60%**

EXHIBIT 'D'

PROPERTY OWNERS WITHIN 300-FT OF ANNEXATION BOUNDARY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

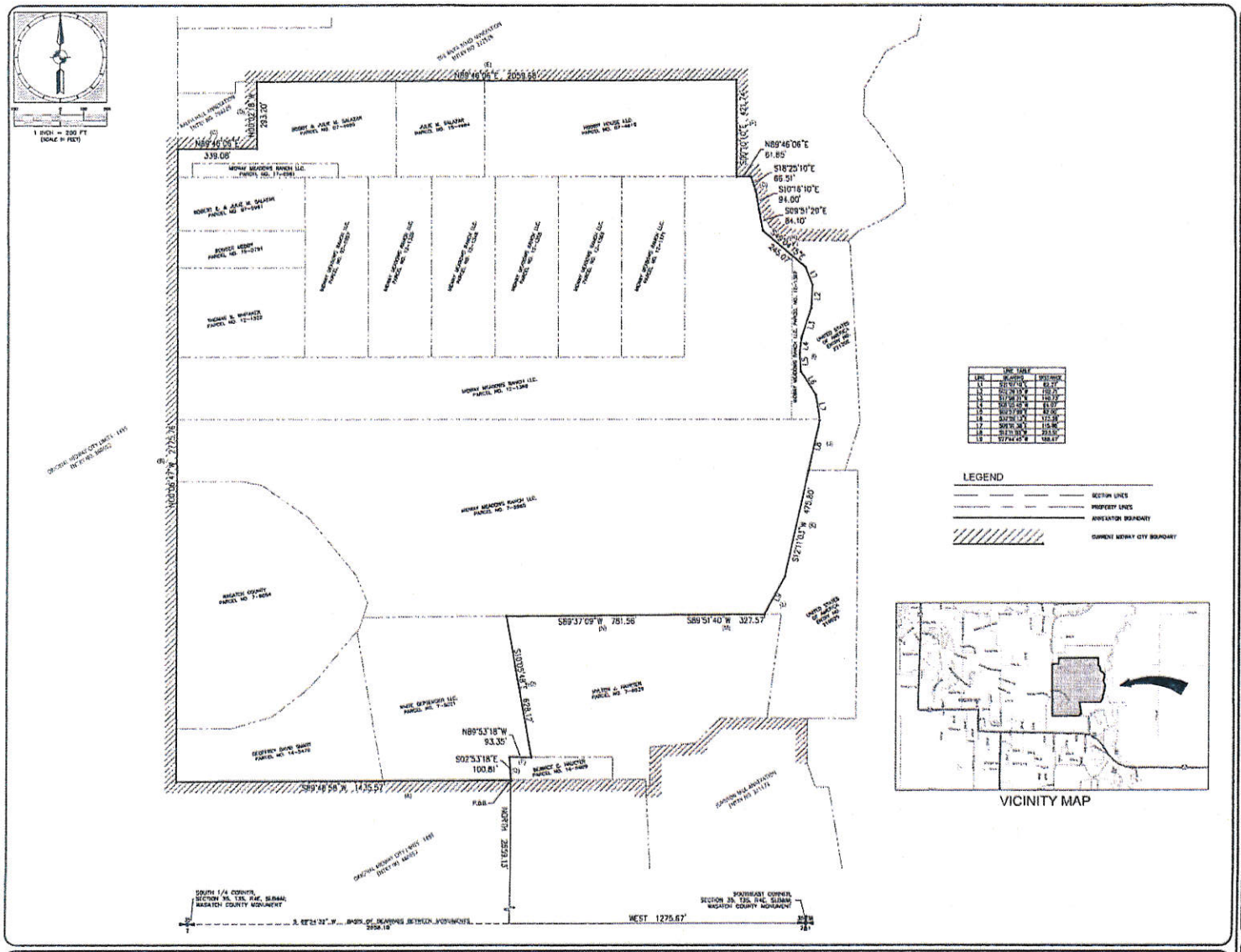
00-0020-6365
DOS PALOS PROPERTIES LLC
7825 SHADY GROVE AVE.
BURBANK, CA 91504-1036

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

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

Exhibit "B"

MAP OF PROPOSED ANNEXATION



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2656.12 FEET FROM THE 1983 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 1996 ORIGINAL MIDWAY CITY LIMITS AS REFORMED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY 466, MINUTES, THE FOLLOWING TWO COURSES: (1) SOUTH 89°46'06" WEST 1435.57 FEET; (2) NORTH 00°00'47" 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 339.06 FEET; (2) NORTH 00°02'18" WEST 313.00 FEET TO THE SOUTHERN BOUNDARY OF BOB RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2659.58 FEET; (2) SOUTH 00°02'18" EAST 431.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET; (4) SOUTH 18°25'10" EAST 65.51 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. 321202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'20" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 240.07 FEET; (3) SOUTH 20°07'40" EAST 53.37 FEET; (4) SOUTH 02°36'13" WEST 102.71 FEET; (5) SOUTH 17°06'37" WEST 149.73 FEET; (6) SOUTH 00°05'47" WEST 64.87 FEET; (7) SOUTH 07°37'18" EAST 82.90 FEET; (8) SOUTH 20°06'13" EAST 123.36 FEET; (9) SOUTH 09°01'26" 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. 319952 THE FOLLOWING TWO COURSES: (1) SOUTH 12°11'03" WEST 479.80 FEET; (2) SOUTH 27°44'42" WEST 188.47 FEET TO A SURVEYED BOUNDARY LINE AS EVIDENCED IN RECORD OF SURVEY FILE NO. 1394;

THENCE ALONG SAID SURVEYED BOUNDARY AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1394 THE FOLLOWING FIVE COURSES: (1) SOUTH 89°51'40" WEST 327.57 FEET; (2) SOUTH 89°37'09" WEST 751.56 FEET; (3) SOUTH 02°53'18" EAST 100.81 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 183.43 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 89°51'20" WEST 2658.18 FEET BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTH ONE-QUARTER CORNERS OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, GREG CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145298 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH INFORMATION AND DATA PROVIDED BY THE OFFICE OF THE WASATCH COUNTY SURVEYOR. UNDER NO CIRCUMSTANCE SHOULD THIS PLAT AND ITS ACCOMPANYING BOUNDARY DESCRIPTION BE INTERPRETED AS REPRESENTING AN ACTUAL SURVEY OF THE RESULTS OF AN ACTUAL SURVEY CONDUCTED BY ME CONFORMANCE WITH SECTION 17-23-17 OF THE UTAH CODE. FURTHERMORE, THE BOUNDARY DESCRIPTION AS SHOWN HEREON MAKES NO ATTEMPT TO RECONCILE OR VERIFY, EITHER BY SURVEY OR OTHERWISE, THE SEPARATE BASIS OF BEARINGS AND POINTS OF BEGINNING OF ALL THE OFFICIALLY RECORDED ANNEXATION PLATS FOR THE TOWN OF MIDWAY REFERENCED THEREIN.

GREG CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

DATE

SURVEYOR'S SEAL

SURVEYOR'S NARRATIVE

PURPOSE:
CURRENT UTAH CODE REQUIRES THAT ANNEXATION PETITIONS BE ACCOMPANIED BY "AN ACCURATE AND RECORDABLE MAP, PREPARED BY A LICENSED SURVEYOR, OF THE AREA PROPOSED FOR ANNEXATION" (SEE 10-2-403-3-c-i). FOR THIS ANNEXATION PETITION MAP, AN "ACCURATE" MAP WAS INTERPRETED AS BEING PREPARED IN CONFORMANCE WITH UTAH CODE 17-23-17 AS PERTAINING TO MAPS OF BOUNDARY SURVEYS. EXISTING SECTION CORNER SURVEY MONUMENTS WERE USED TO IDENTIFY DEED LINES. HOWEVER, SAID SECTION CORNER SURVEY MONUMENTS MAY NOT REPRESENT THE ORIGINAL LOCATION OF THE SECTION CORNERS ESTABLISHED BY THE ORIGINAL GLO SURVEY IN THIS AREA. SPECIFIC NOTES PERTAINING TO THE INFERENCE OF EACH COURSE ALONG THE ANNEXATION BOUNDARY ARE AS FOLLOWS:

SIDES A THRU B: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY 369652 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES C THRU D: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY RALPH HALL ANNEXATION, SEE ENTRY 298229 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES E THRU G: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY BOB RIVER ROAD ANNEXATION, SEE ENTRY 222526 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES H THRU J: FOLLOWS THE APPARENT WESTERLY LINE OF THE UNITED STATES OF AMERICA PROPERTY, SEE ENTRY 321202 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES K THRU L: FOLLOWS THE APPARENT WESTERLY LINE OF THE UNITED STATES OF AMERICA PROPERTY, SEE ENTRY 319025 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES M THRU P: FOLLOWS THE SURVEYED BOUNDARY LINE AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1394 FILED FOR SHANE SHANER.

SIDE Q: FOLLOWS SAID SURVEY BOUNDARY TO THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY 369652 OF THE OFFICIAL WASATCH COUNTY RECORDS.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE MIDWAY CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT OF LAND BE ANNEXED BY THE CITY OF MIDWAY CITY, AND THAT A COPY OF THE ORDINANCE THAT HEAS BEEN PREPARED FOR FILING HEREWITH, ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-2-401 TO 10-2-425 AS REVISED; AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND AS SHOWN AS PART OF THE CITY OF MIDWAY CITY; AND THAT SAID TRACT OF LAND BE KNOWN HEREAFTER AS THE WHITAKER FARM ANNEXATION.

DATED THIS _____ DAY OF _____, 2017

SIGNATURE: MIDWAY CITY MAYOR — DATE

ATTEST: MIDWAY CITY RECORDER — DATE

SIGNATURE: MIDWAY CITY ATTORNEY — DATE

SIGNATURE: MIDWAY CITY ENGINEER — DATE

CITY RECORDER'S SEAL

COUNTY SURVEYOR

SIGNATURE — DATE

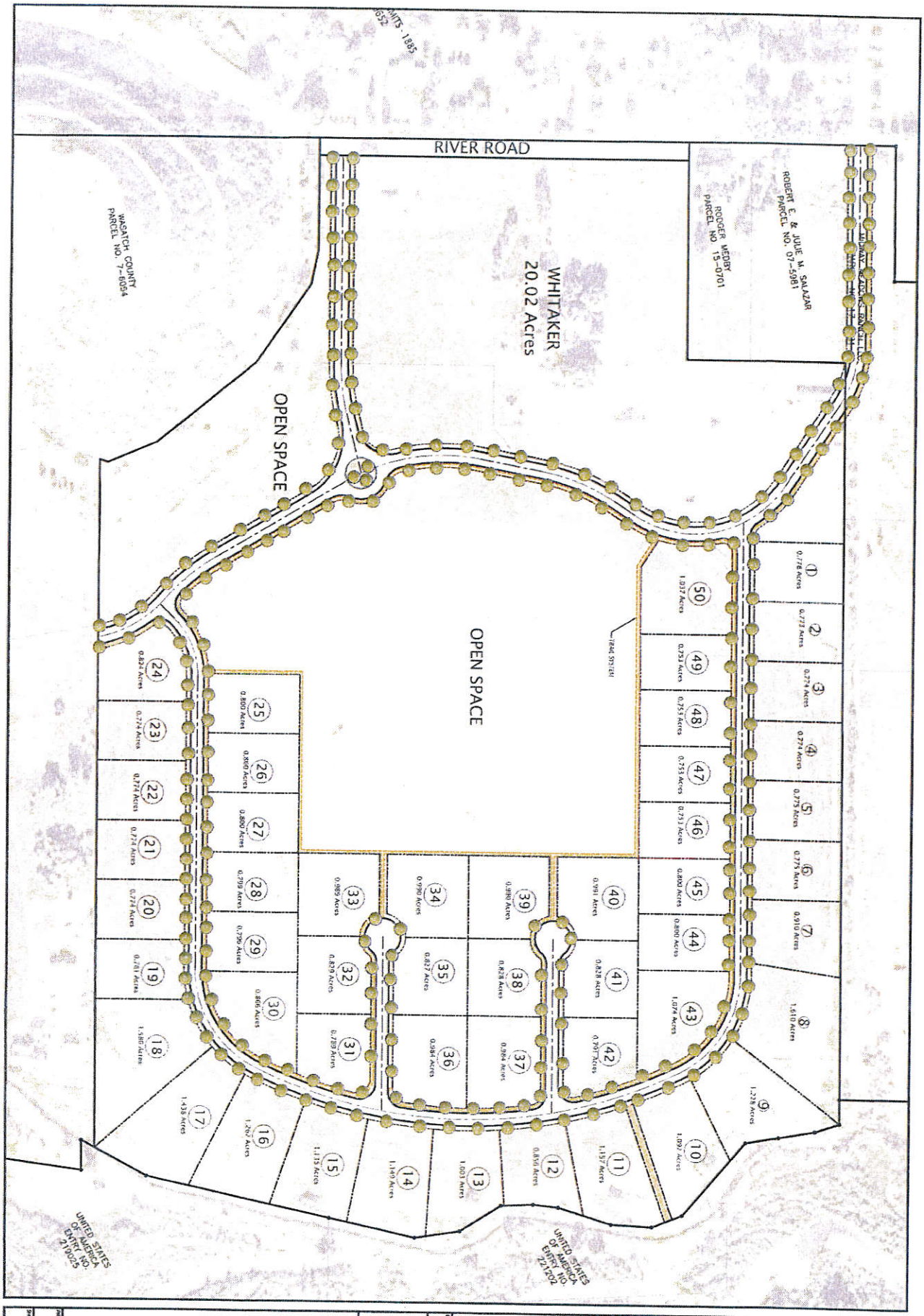
COUNTY RECORDER

PROJECT	PREPARED FOR	LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, & THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M WASATCH COUNTY, UTAH	DRAWN BY: KMB	Summit Engineering Group Inc. Structural • Civil • Surveying 55 WEST OAKLEY - P.O. BOX 196 HOLDEN, UTAH 84633 P. 435-654-5225 - F. 435-654-5229	COPYRIGHT © 2017 SUMMIT ENGINEERING GROUP, INC. ALL RIGHTS RESERVED.
L16-231	MIDWAY CITY		REVIEWED BY: BC		
SHEET 1 OF 1	WHITAKER FARM ANNEXATION		SCALE: 1" = 100' ISSUE DATE 12/19/2017		

Ent 446998 Bk 1211 Pg 1395

Exhibit "C"

ANNEXATION CONCEPT PLAN



PROJECT NO. L16-231 / SHEET NO. C-1	WHITAKER FARMS MIDWAY, UTAH ANNEXATION CONCEPT PLAN	DATE ISSUED OCT. 26, 2017	All plans, drawings, and details contained herein are instruments of professional service, and are the property of Summit Engineering Group, Inc. These plans are not suitable for reuse or extended for any other project. This design is an original work and may not be duplicated, published, or used without written permission of Summit Engineering Group, Inc.

Summit Engineering Group Inc.
Educational • Civil • Surveying
55 WEST CENTER STREET
P.O. BOX 176
HEBER CITY, UTAH 84032
PHONE: 435.654.9229
FAX: 435.654.9231

Exhibit "D"

PARK FEE CALCULATION

Whitaker Farm
Parks Annexation Donation

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

Exhibit "E"

BUILDING ENVELOPE ON MUSEUM PARCEL

N
Google Earth
© 2017 Google

EXHIBIT F

WHITAKER RIVER ACCESS

Contract No. 00-LA-40-0090

Parcel No. PRRP-91(Fee)

UNITED STATES
DEPARTMENT OF THE INTERIOR

PROVO RIVER RESTORATION
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

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

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

THOMAS S. WHITAKER AND LINDA WHITAKER,
as joint tenants

hereinafter styled Vendor,

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

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

PARCEL NO. PRRP-91 (Fee)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE UNITED STATES OF AMERICA

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

APPROVED

Christopher B. Rich
Field Solicitor's Office

Thomas S. Whitaker
Thomas S. Whitaker, Vendor

Linda Whitaker
Linda Whitaker, Vendor

ACKNOWLEDGMENT

State of Utah)
) ss.
County of Wasatch)

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

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

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

(SEAL)

Notary Public
MAX BRENT WATSON
[illegible]
Sandy, Utah 84093
My Commission Expires
October [illegible], 2002
State of Utah

00221201 Bk 00450 Pg 00408

Exhibit B

WHITTAKER FARMS ANNEX BOUNDARY

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

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

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

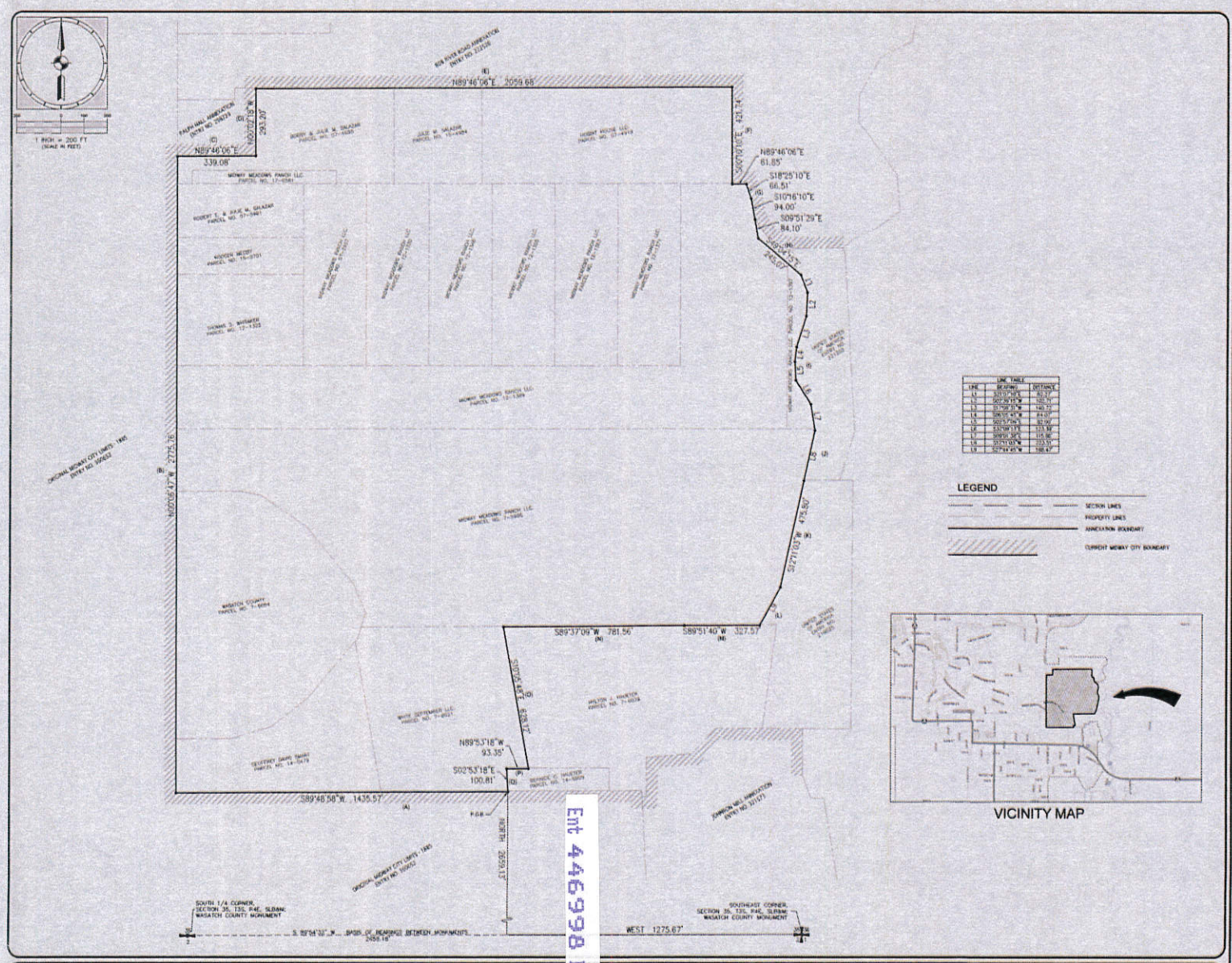
THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2059.68 FEET; (2) SOUTH 00°10'10" EAST 421.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET: (4) SOUTH 18°25'10" EAST 66.51 FEET; (5) SOUTH 10°16'10" EAST 94.00 FEET;

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

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

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

BOUNDARY CONTAINS 162.62 ACRES.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S03°07'18"E	80.37'
L2	S07°30'15"W	126.70'
L3	S17°58'31"W	140.72'
L4	S26°15'41"W	84.07'
L5	S02°57'06"E	83.90'
L6	S33°06'13"E	133.98'
L7	S49°01'36"E	115.90'
L8	S27°11'03"W	123.51'
L9	S27°14'45"W	166.47'

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2658.13 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 1995 ORIGINAL MIDWAY CITY LIMITS AS REFERENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY #65 356652, THE FOLLOWING TWO COURSES: (1) SOUTH 89°46'56" WEST 1435.57 FEET; (2) NORTH 02°54'47" WEST 2779.76 FEET TO THE SOUTHERN BOUNDARY OF RALPH HALL ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) NORTH 89°46'06" EAST 336.08 FEET; (2) NORTH 00°02'18" WEST 253.20 FEET TO THE SOUTHERN BOUNDARY OF 808 RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2659.68 FEET; (2) SOUTH 00°16'10" EAST 425.74 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 #65 231202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'29" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 246.67 FEET; (3) SOUTH 31°07'16" EAST 82.27 FEET; (4) SOUTH 03°30'15" WEST 103.71 FEET; (5) SOUTH 17°58'31" WEST 140.72 FEET; (6) SOUTH 06°55'47" WEST 84.07 FEET; (7) SOUTH 02°57'06" EAST 83.90 FEET; (8) SOUTH 33°06'13" EAST 133.98 FEET; (9) SOUTH 09°01'36" EAST 115.90 FEET; (10) SOUTH 12°11'03" WEST 123.51 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°14'45" WEST 166.47 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°05'46" 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 162.63 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY WAS ESTABLISHED AS SOUTH 89°54'33" WEST 2658.18 FEET BETWEEN THE WASATCH COUNTY SURVEY MONUMENTS AT THE SOUTHEAST AND SOUTH ONE-QUARTER CORNERS OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, IN CONFORMANCE WITH UTAH COORDINATE 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145766 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION IN CONFORMANCE WITH INFORMATION AND DATA PROVIDED BY THE OFFICE OF THE WASATCH COUNTY SURVEYOR. UNDER NO CIRCUMSTANCE SHOULD THIS PLAT AND ITS ACCOMPANYING BOUNDARY DESCRIPTION BE INTERPRETED AS REPRESENTING AN ACTUAL SURVEY OR THE RESULTS OF AN ACTUAL SURVEY CONDUCTED BY ME IN CONFORMANCE WITH SECTION 17-23-17 OF THE UTAH CODE. FURTHERMORE, THE BOUNDARY DESCRIPTION AS SHOWN HEREON MAKES NO ATTEMPT TO RECONCILE OR UNIFY, EITHER BY SURVEY OTHERWISE, THE SEPARATE BASES OF BEARINGS AND POINTS OF BEGINNING OF ALL THE OFFICIALLY RECORDED ANNEXATION PLATS FOR THE TOWN OF MIDWAY REFERENCED THEREIN.

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

12-19-17
DATE

PROFESSIONAL LAND SURVEYOR No. 145766 BING CHRISTENSEN 12-19-17 STATE OF UTAH
SURVEYOR'S SEAL

SURVEYOR'S NARRATIVE

PURPOSE:

CURRENT UTAH CODE REQUIRES THAT ANNEXATION PETITIONS BE ACCOMPANIED BY "AN ACCURATE AND RECORDABLE MAP, PREPARED BY A LICENSED SURVEYOR, OF THE AREA PROPOSED FOR ANNEXATION" (10-2-403-3-c-i). FOR THIS ANNEXATION PETITION MAP, AN "ACCURATE" MAP WAS INTERPRETED AS BEING PREPARED IN CONFORMANCE WITH UTAH CODE 17-23-17 AS PERTAINING TO MAPS OF BOUNDARY SURVEYS. EXISTING SECTION CORNER SURVEY MONUMENTS WERE USED TO IDENTIFY DEED LINES; HOWEVER, SAID SECTION CORNER SURVEY MONUMENTS MAY NOT REPRESENT THE ORIGINAL LOCATION OF THE SECTION CORNERS ESTABLISHED BY THE ORIGINAL OLD SURVEY IN THIS AREA. SPECIFIC NOTES PERTAINING TO THE INFERENCE OF EACH COURSE ALONG THE ANNEXATION BOUNDARY ARE AS FOLLOWS:

SIDES A THRU B: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY 360652 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES C THRU D: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY RALPH HALL ANNEXATION, SEE ENTRY 298229 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES E THRU G: FOLLOWS THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY 808 RIVER ROAD ANNEXATION, SEE ENTRY 322526 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES H THRU J: FOLLOWS THE APPARENT WESTERLY LINE OF THE UNITED STATES OF AMERICA PROPERTY, SEE ENTRY 231202 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES K THRU L: FOLLOWS THE APPARENT WESTERLY LINE OF THE UNITED STATES OF AMERICA PROPERTY, SEE ENTRY 219025 OF THE OFFICIAL WASATCH COUNTY RECORDS.

SIDES M THRU P: FOLLOWS THE SURVEYED BOUNDARY LINE AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1594 FILED FOR SHANE THAKKER.

SIDE Q: FOLLOWS SAID SURVEY BOUNDARY TO THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, AS EVIDENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY 360652 OF THE OFFICIAL WASATCH COUNTY RECORDS.

ACCEPTANCE BY LEGISLATIVE BODY

THIS IS TO CERTIFY THAT WE, THE MIDWAY CITY COUNCIL, HAVE RECEIVED A PETITION SIGNED BY THE MAJORITY OF THE OWNERS OF THE TRACT OF LAND SHOWN HEREON REQUESTING THAT SAID TRACT OF LAND BE ANNEXED BY THE CITY OF MIDWAY CITY, AND THAT A COPY OF THE ORDINANCE HAS BEEN PREPARED FOR FILING HEREWITH. ALL IN ACCORDANCE WITH THE UTAH CODE ANNOTATED (1953) 10-2-401 TO 10-2-425 AS REVISED; AND THAT WE HAVE EXAMINED AND DO HEREBY APPROVE AND ACCEPT THE ANNEXATION OF THE TRACT OF LAND AS SHOWN AS PART OF THE CITY OF MIDWAY CITY, AND THAT SAID TRACT OF LAND BE KNOWN HEREAFTER AS THE WHITAKER FARM ANNEXATION.

DATED THIS 20 DAY OF December, 2017

Colleen Bonner SIGNATURE: MIDWAY CITY MAYOR	12-20-17 DATE
Brad Wilson ATTEST: MIDWAY CITY RECORDER	12/20/17 DATE
Corey Block SIGNATURE: MIDWAY CITY ATTORNEY	12/20/2017 DATE
Chris Wheeler SIGNATURE: MIDWAY CITY ENGINEER	12-20-17 DATE

MIDWAY CITY CORPORATION SEAL MIDWAY, UTAH
CITY RECORDER'S SEAL

COUNTY SURVEYOR

Jones Colman — Dec 20 2017
SIGNATURE — DATE

COUNTY RECORDER

PROJECT L16-231	PREPARED FOR MIDWAY CITY	LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, & THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M WASATCH COUNTY, UTAH	DRAWN BY: KMB REVIEWED BY: BC SCALE: 1" = 100' ISSUE DATE: 12/19/2017
SHEET 1 OF 1	WHITAKER FARM ANNEXATION		

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
P. 435-654-3229 • F. 435-654-5230

COPYRIGHT ©2017 SUMMIT ENGINEERING GROUP, INC.
DRAWING AUTHORITY
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER IN ANY WAY AN ITEM BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER IN ANY WAY A DOCUMENT BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR. IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR, TO ALTER IN ANY WAY A DOCUMENT BEARING THE SEAL OF A LICENSED PROFESSIONAL ENGINEER, LANDSCAPE ARCHITECT OR LAND SURVEYOR.

Ent 446998 Bk 1211 Pg 141 1

Ent 446998 Bk 1211 Pg 1412

Midway City Corporation

Mayor
Colleen Bonner

City Council
Ken Van Wagoner
Karl Dodge • Kent Kohler
Lisa Christen • Bob Probst

75 North 100 West
P.O. Box 277
Midway, Utah 84049

Phone: 435-654-3223
Fax: 435-654-4120

midwaycityut.org

Certification

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

Brad Wilson, City Recorder

12/20/17
Date

Seal

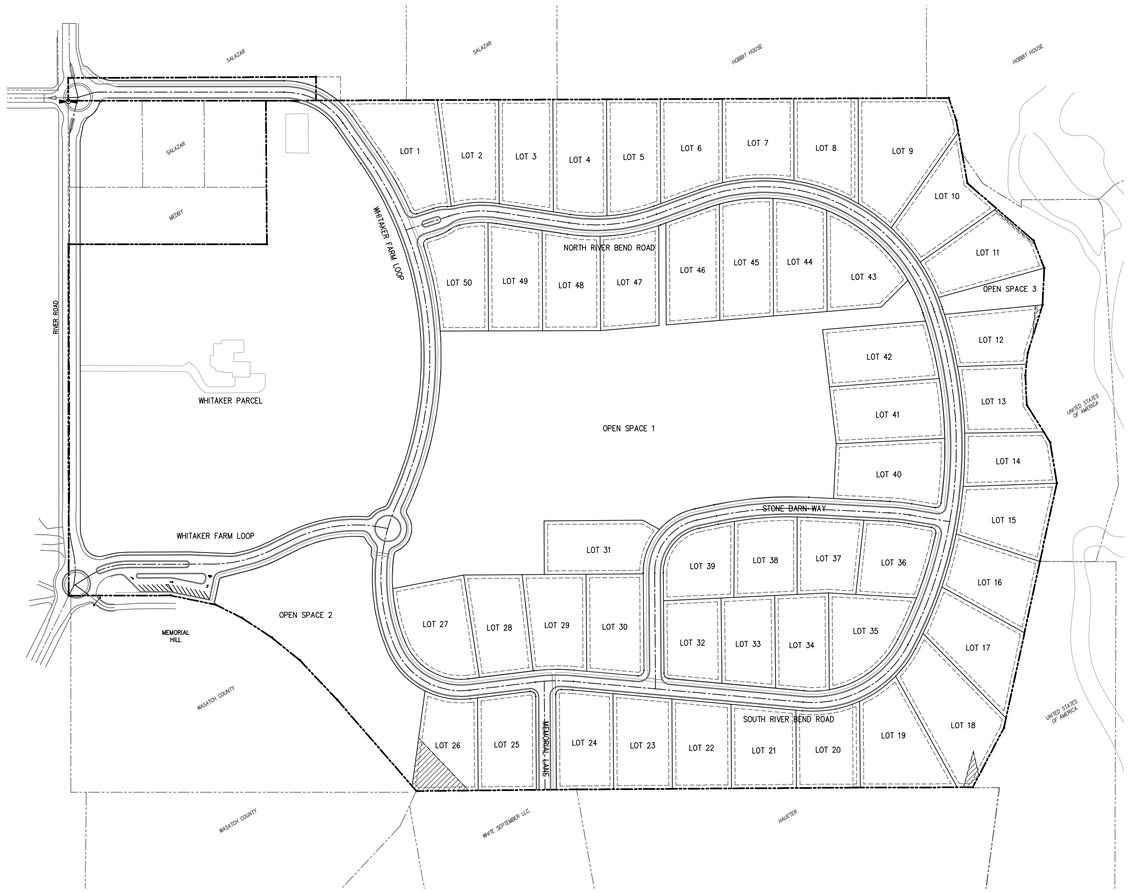
Exhibit C

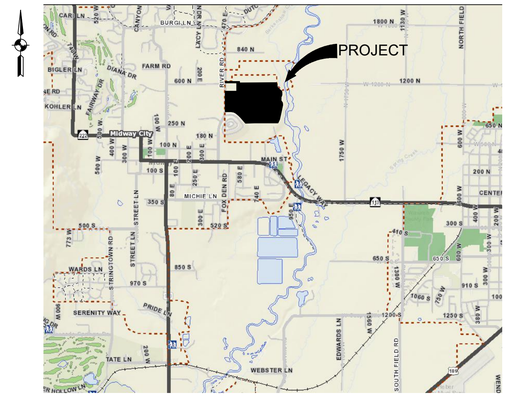
Exhibit D

WHITAKER FARMS SUBDIVISION FINAL PLAT

200 0 100 200

1 INCH = 200 FT
(SCALE IN FEET)





VICINITY MAP

N.T.S.

PUBLIC UTILITY EASEMENTS:

ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO PUBLIC UTILITY EASEMENTS ALONG ALL PROPERTY LINES AS FOLLOWS:
FRONT: 10 FEET
REAR: 10 FEET
SIDE: 10 FEET

PROPERTY CORNER NOTES

1. 5/8" REBAR AND PLASTIC CAP STAMPED "SUMMIT ENG 435-654-9229" TO BE SET AT SUBDIVISION CORNERS AND REAR LOT CORNERS.

2. 1.17" COPPER PLUG STAMPED WP-RP 145796 TO BE SET AT POINTS WHERE EXTENSION OF SIDE LOT LINES INTERSECT CENTER OF CONCRETE STREET CURB.

ZONING INFORMATION

APPROVED MINIMUM SETBACKS ARE AS FOLLOWS UNLESS OTHER WSE APPROVED:
FRONT: 30 FEET
REAR: 30 FEET
SIDE: 14 FEET MINIMUM
30 FEET TOTAL

CORNER LOTS ARE SUBJECT TO A 30 FOOT BUILDING SETBACK ON THE STREET THAT IS NOT BEING FRONTED ON. ALL SETBACKS ARE SUBJECT TO HEBER CITY ZONING ORDINANCE REQUIREMENTS AT THE TIME A BUILDING PERMIT IS ISSUED.

PLAT NOTES:

1. NOTE 1

2. NOTE 2

3. NOTE 3

BOUNDARY DESCRIPTION

BEGINNING NORTH 89°46'06" EAST 552.55 FEET FROM THE NORTH ¼ CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTH 1/4 CORNER LIES SOUTH 85°32'21" WEST 1.98 FEET FROM A WASATCH COUNTY MONUMENT REFERENCING THE NORTH 1/4.

THENCE NORTH 89°46'06" EAST 1908.85 FEET ALONG THE SECTIONLINE; THENCE FOLLOWING ALONG RECORD OF SURVEY #545 THE FOLLOWING TWO (2) COURSES: 1) SOUTH 18°25'10" EAST 66.51 FEET; 2) SOUTH 10°16'10" EAST 94.00 FEET; THENCE FOLLOWING THE DEED FOR PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 221202) THE FOLLOWING TEN (10) COURSES; 1) SOUTH 09°51'20" EAST 84.10 FEET; 2) SOUTH 49°04'15" EAST 245.07 FEET; 3) SOUTH 21°07'10" EAST 82.27 FEET; 4) SOUTH 02°39'15" WEST 102.71 FEET; 5) SOUTH 17°08'31" WEST 140.73 FEET; 6) SOUTH 06°05'45" WEST 64.07 FEET; 7) SOUTH 02°57'09" EAST 82.00 FEET; 8) SOUTH 32°09'13" EAST 123.39 FEET; 9) SOUTH 09°01'38" EAST 115.86; 10) SOUTH 12°11'03" WEST 223.51 FEET; THENCE FOLLOWING ALONG PROPERTY OWNED BY THE UNITED STATES OF AMERICA (ENTRY NO. 209025) THE FOLLOWING TWO (2) COURSES; 1) SOUTH 12°11'03" WEST 475.80 FEET; 2) SOUTH 27°44'45" WEST 188.06 FEET TO A FOUND REBAR; THENCE ALONG THE BOUNDARY OF RECORD OF SURVEY #1597, AS EVIDENCED BY FOUND REBARS, THE FOLLOWING THREE (3) COURSES: 1) SOUTH 89°51'40" WEST 326.08 FEET; 2) SOUTH 89°37'09" WEST 781.56 FEET; 3) SOUTH 89°25'44" WEST 447.30 FEET TO A FENCELINE; THENCE ALONG SAID FENCELINE FOR THE FOLLOWING SIX (6) COURSES: 1) NORTH 40°58'07" WEST 337.74 FEET; 2) NORTH 43°20'49" WEST 151.72 FEET; 3) NORTH 50°56'07" WEST 101.86 FEET; 4) NORTH 56°37'55" WEST 99.46 FEET; 5) NORTH 63°34'27" WEST 83.21 FEET; 6) NORTH 78°24'46" WEST 128.35 FEET; THENCE SOUTH 89°49'16" WEST 284.15 FEET ALONG A FENCELINE AND FENCELINE EXTENDED; THENCE NORTH 00°03'00" WEST 982.64 FEET ALONG THE CENTER OF SECTION LINE PER RECORD OF SURVEY #1597; THENCE EAST 554.89 FEET ALONG THE DEED LINE FOR ENTRY NO. 421908; THENCE NORTH 00°23'03" WEST 401.24 FEET ALONG A FENCELINE TO THE POINT OF BEGINNING. CONTAINING 103.543 ACRES.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°06'57" WEST 5322.62 FEET FROM THE MONUMENT REFERENCING THE NORTH 1/4 CORNER OF SECTION 35 TO THE 1995 WASATCH COUNTY MONUMENT AT THE NORTH ¼ CORNER OF SECTION 26, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN IN CONFORMANCE WITH UTAH STATE PLANE COORDINATE SYSTEM 1983 CENTRAL ZONE BEARINGS.

SURVEYOR'S CERTIFICATE

IN ACCORDANCE WITH SECTION 10-9a-603 OF THE UTAH CODE, I, BING CHRISTENSEN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR HOLDING LICENSE NUMBER 145796 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS LICENSING ACT.

I FURTHER CERTIFY THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 17-23-17 OF THE UTAH CODE, AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

BING CHRISTENSEN
PROFESSIONAL LAND SURVEYOR

DATE

SURVEYOR'S SEAL

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I(WE) THE UNDERSIGNED OWNER(S) OF THE TRACT(S) OF LAND SHOWN AND DESCRIBED ON THIS SUBDIVISION PLAT, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS, AND EASEMENTS, INCLUDING PUBLIC TRAIL EASEMENTS, TO BE HEREAFTER KNOWN AS THE _____ SUBDIVISION, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS_____ DAY OF_____ , 2018.

FEE OWNER (OR AGENT) — PRINTED NAME — DATE

FEE OWNER (OR AGENT) — PRINTED NAME — DATE

ACKNOWLEDGEMENT

STATE OF_____ }
COUNTY OF_____ } S.S.

ON THIS_____DAY OF_____, 2018, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF_____, IN SAID STATE OF_____, THE SIGNER OF THE ABOVE OWNER'S DEDICATION, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID CORPORATION FOR THE PURPOSES MENTIONED AND THAT SAID CORPORATION EXECUTED THE SAME.

NOTARY PUBLIC

ACCEPTANCE BY MIDWAY CITY

THE CITY COUNCIL OF MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH, HEREBY APPROVES THIS SUBDIVISION AND ACCEPTS THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.

APPROVED: MAYOR — DATE
ATTEST: CITY RECORDER (SEE SEAL BELOW) — DATE

APPROVED: CITY ENGINEER (SEE SEAL BELOW) — DATE
ATTEST: CITY ATTORNEY — DATE

MIDWAY IRRIGATION COMPANY

CHAIRMAN — DATE

MIDWAY SANITATION DISTRICT

CHAIRMAN — DATE

WASATCH COUNTY RECORDER

PROJECT
C18-004

SHEET
1 OF 3

ISSUE DATE
03/22/2018

Summit Engineering Group Inc.
Structural • Civil • Surveying
55 WEST CENTER • P.O. BOX 176
HEBER CITY, UTAH 84032
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DRAWING ALTERATION

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WHITAKER FARMS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M, MIDWAY CITY, WASATCH COUNTY, UTAH

WASATCH COUNTY SURVEYOR

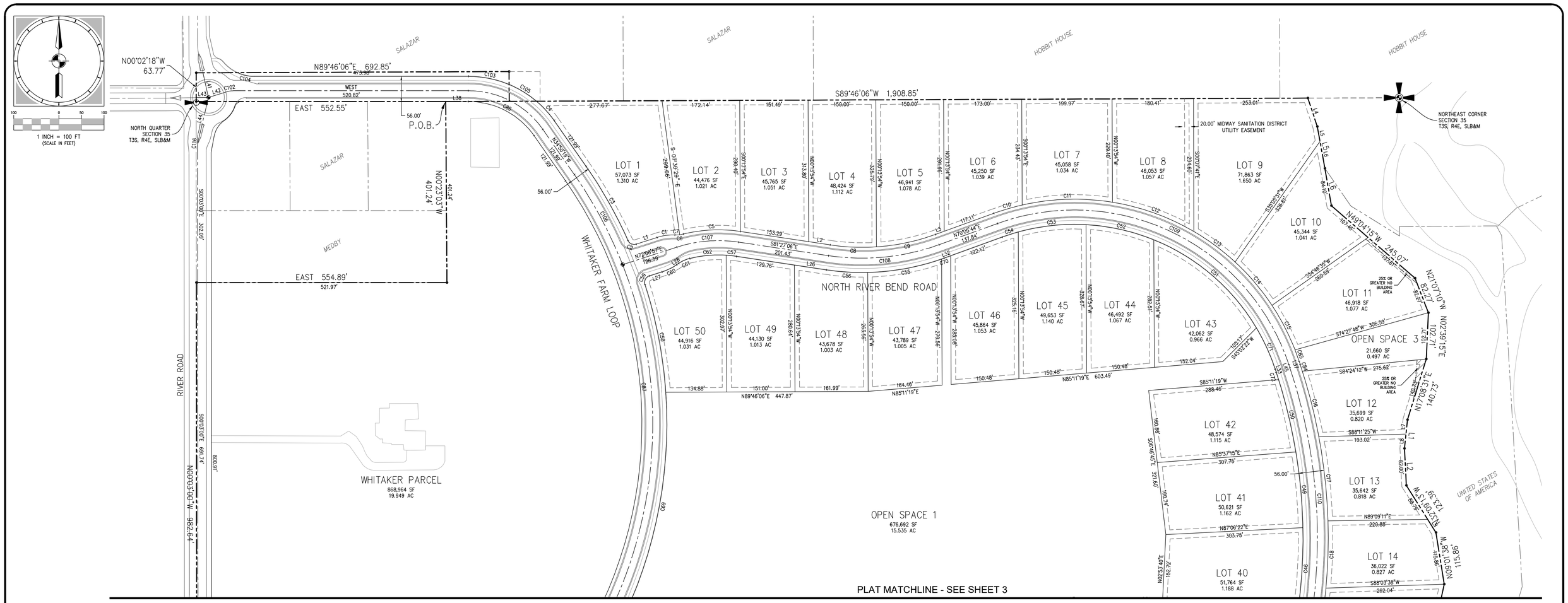
APPROVED AS TO FORM

SURVEYOR — DATE — ROS #

CITY ENGINEER SEAL

CLERK-RECORDER SEAL

Z:\SEG PROJECTS\CURRENT PROJECTS\C18-004 WHITAKER\WORKING FILES\SURVEY\DWG\C18-004 FINAL PLAT 5-13-19.DWG



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	116.00'	34.18'	16°53'04"	34.06'	S80°35'29"W
C2	15.00'	21.95'	83°49'33"	20.04'	N65°56'17"W
C3	1,000.00'	188.73'	10°48'49"	188.45'	N29°25'55"W
C4	232.00'	59.98'	14°48'48"	59.81'	N42°14'43"W
C5	324.00'	126.95'	22°27'00"	126.14'	S87°19'24"W
C6	68.00'	18.87'	15°53'58"	18.81'	S84°02'53"W
C7	68.00'	6.00'	8°54'27"	10.56'	N87°32'38"W
C8	476.00'	102.72'	12°21'53"	102.52'	N87°38'03"W
C9	476.00'	133.66'	16°05'17"	133.22'	S78°08'22"W
C10	524.00'	65.33'	7°08'37"	65.29'	S73°40'02"W
C11	524.00'	201.27'	22°00'28"	200.04'	S88°14'34"W
C12	524.00'	192.51'	21°02'59"	191.43'	N70°13'43"W
C13	524.00'	114.00'	12°27'56"	113.78'	N53°28'15"W
C14	524.00'	126.02'	13°46'48"	125.72'	N40°20'53"W
C15	524.00'	111.37'	12°10'41"	111.16'	N27°22'09"W
C16	1,224.00'	150.15'	7°01'43"	150.06'	N14°04'46"W
C17	1,224.00'	187.36'	8°46'13"	187.18'	N06°10'48"W
C18	1,224.00'	149.48'	6°59'49"	149.38'	N01°42'14"E
C19	1,224.00'	134.74'	6°18'27"	134.68'	N08°21'22"E
C20	1,224.00'	152.91'	7°09'29"	152.81'	N15°05'19"E
C21	1,224.00'	140.25'	6°33'55"	140.18'	N21°57'01"E
C22	324.00'	94.72'	16°45'00"	94.38'	N35°50'58"E
C23	1,224.00'	47.89'	2°14'30"	47.88'	N26°21'13"E
C24	324.00'	123.61'	21°51'32"	122.86'	N55°09'14"E
C25	324.00'	164.32'	29°03'27"	162.56'	N80°36'44"E
C26	15.00'	24.01'	91°42'53"	21.53'	N45°28'36"E
C27	476.00'	31.63'	3°48'25"	31.62'	S86°45'45"E
C28	15.00'	25.29'	96°36'26"	22.40'	S48°41'24"E
C29	224.00'	131.24'	33°34'08"	129.37'	S80°12'13"E
C30	168.00'	217.67'	74°14'06"	202.76'	N59°52'14"W
C31	468.00'	155.15'	18°59'40"	154.44'	N13°15'21"W
C32	532.00'	112.62'	12°07'44"	112.41'	S89°04'35"W
C33	15.00'	25.01'	95°31'18"	22.21'	S47°22'48"W
C34	182.00'	132.24'	41°37'54"	129.35'	S20°26'06"W
C35	15.00'	22.12'	84°28'42"	20.17'	N42°37'12"W
C36	268.00'	70.56'	15°05'08"	70.36'	S87°35'54"W
C37	1,168.00'	127.47'	6°15'11"	127.41'	S24°20'53"W
C38	268.00'	245.95'	52°34'51"	237.41'	S53°45'54"W
C39	1,168.00'	187.74'	9°12'35"	187.54'	S16°36'59"W
C40	476.00'	54.45'	6°33'17"	54.42'	S83°49'42"E
C41	15.00'	24.23'	92°33'45"	21.68'	S34°16'11"E
C42	976.00'	30.30'	1°46'43"	30.30'	S87°59'42"E
C43	976.00'	175.51'	10°18'12"	175.28'	N85°57'50"E
C44	126.00'	172.62'	78°29'44"	159.43'	N38°52'01"E
C45	976.00'	45.95'	2°41'52"	45.95'	N79°27'48"E

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C46	1,168.00'	180.89'	8°52'24"	180.71'	S03°18'01"W
C47	15.00'	24.01'	91°42'43"	21.53'	S53°35'35"W
C48	532.00'	60.86'	6°33'17"	60.83'	N83°49'42"W
C49	1,168.00'	168.64'	8°16'21"	168.49'	S05°16'22"E
C50	1,168.00'	165.10'	8°05'56"	164.96'	S13°27'30"E
C51	468.00'	304.96'	37°20'08"	299.60'	S49°16'53"E
C52	468.00'	154.54'	18°55'10"	153.84'	S77°24'32"E
C53	468.00'	151.46'	18°32'35"	150.80'	N83°51'36"E
C54	468.00'	36.70'	4°29'35"	36.69'	N72°20'31"E
C55	532.00'	167.19'	18°00'22"	166.50'	N79°41'34"E
C56	532.00'	91.48'	9°51'09"	91.37'	S86°22'41"E
C57	268.00'	22.91'	4°53'49"	22.90'	S83°54'01"E
C58	1,007.00'	243.92'	13°52'42"	243.32'	N10°55'46"W
C59	15.00'	23.64'	90°16'50"	21.27'	N27°16'18"E
C60	124.50'	36.14'	16°37'56"	36.01'	N64°05'46"E
C61	75.50'	27.04'	20°31'26"	26.90'	N66°02'31"E
C62	268.00'	81.14'	17°20'50"	80.83'	N84°58'39"E
C63	1,032.00'	266.21'	14°46'47"	265.47'	S85°30'16"W
C64	182.00'	117.10'	36°51'49"	115.09'	S59°40'58"W
C65	468.00'	94.79'	11°36'16"	94.62'	N02°02'36"E
C66	15.00'	15.49'	59°10'35"	14.81'	N37°26'02"E
C67	67.00'	119.46'	102°09'38"	104.26'	N15°56'30"E
C68	15.00'	15.49'	59°10'35"	14.81'	N05°33'01"W
C69	1,007.00'	506.39'	28°48'45"	501.07'	N10°24'58"E
C70	532.00'	5.52'	°35'39"	5.52'	N70°23'33"E
C71	468.00'	100.23'	12°16'14"	100.04'	S24°28'42"E
C72	1,168.00'	17.03'	°50'07"	17.03'	S17°55'31"E
C73	524.00'	255.23'	27°54'28"	252.72'	S08°47'57"E
C74	224.00'	158.99'	40°39'58"	155.67'	S43°05'10"E
C75	8.00'	8.95'	64°05'52"	8.49'	N43°38'10"E
C76	432.00'	93.47'	12°23'50"	93.29'	N69°29'11"E
C77	368.00'	190.15'	29°36'20"	188.04'	N78°05'27"E
C78	10.00'	10.99'	62°56'58"	10.44'	S55°37'54"E
C79	69.00'	25.89'	21°29'49"	25.74'	S34°54'20"E
C80	10.00'	9.46'	54°13'44"	9.12'	S18°32'23"E
C81	532.00'	11.80'	1°16'15"	11.80'	S07°56'22"W
C82	15.00'	10.90'	41°38'43"	10.66'	S15°47'39"E
C83	15.00'	10.94'	41°46'17"	10.70'	S15°43'52"E
C84	1,224.00'	16.01'	°44'58"	16.01'	N17°58'06"W
C85	524.00'	26.86'	2°56'14"	26.86'	N19°48'42"W
C86	176.00'	169.44'	55°09'41"	162.98'	S62°25'10"E
C87	944.00'	984.66'	59°45'48"	940.62'	S04°57'25"E
C88	524.00'	16.27'	1°46'44"	16.27'	S24°02'07"W
C89	15.00'	14.55'	55°35'28"	13.99'	S50°56'29"W
C90	61.00'	42.13'	39°34'30"	41.30'	S58°56'58"W

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C91	15.00'	14.38'	54°54'37"	13.83'	S66°37'02"W
C92	424.00'	227.81'	30°47'04"	225.08'	S78°40'49"W
C93	376.00'	99.64'	15°11'00"	99.35'	S70°52'44"W
C94	93.00'	22.14'	13°38'26"	22.09'	S85°17'29"W
C95	234.00'	67.49'	16°31'35"	67.26'	S81°33'29"W
C96	234.00'	0.22'	°03'12"	0.22'	S73°16'05"W
C97	46.00'	73.72'	91°49'11"	66.08'	N60°31'26"W
C98	282.89'	22.17'	4°29'28"	22.17'	N16°51'34"W
C99	50.00'	16.63'	19°03'18"	16.55'	N09°34'39"W
C100	500.00'	24.43'	2°47'58"	24.43'	S84°24'42"W
C101	500.00'	81.42'	9°19'46"	81.33'	S89°31'26"E
C102	50.00'	14.98'	17°10'17"	14.93'	N81°24'51"E
C103	232.00'	91.75'	22°39'34"	91.15'	S78°40'13"E
C104	91.00'	38.78'	24°24'57"	38.49'	S77°47'32"E
C105	232.00'	71.62'	17°41'19"	71.34'	S58°29'47"E
C106	968.00'	226.82'	13°25'31"	226.30'	S28°07'34"E
C107	300.00'	138.22'	26°23'56"	137.01'	S85°20'55"W
C108	500.00'	248.30'	28°27'10"	245.75'	S84°19'19"W
C109	500.00'	799.03'	91°33'42"	716.68'	N64°07'25"W
C110	1,200.00'	594.63'	28°23'29"	588.56'	S04°08'50"E
C111	500.00'	57.20'	6°33'17"	57.17'	N83°49'42"W
C112	1,000.00'	257.96'	14°46'47"	257.24'	N85°30'16"E
C113	150.00'	205.50'	78°29'44"	189.80'	N38°52'01"E
C114	300.00'	354.30'	67°39'59"	334.07'	S61°18'28"W
C115	1,200.00'	364.97'	17°25'34"	363.57'	S18°45'41"W
C116	50.00'	11.62'	13°18'40"	11.59'	S06°36'20"W
C118	1,000.00'	50.56'	2°53'50"	50.56'	S01°23'55"E
C119	249.89'	103.14'	23°38'52"	102.41'	S01°24'37"E
C121	200.00'	111.75'	32°00'55"	110.31'	N73°48'48"E
C122	400.00'	185.24'	26°31'59"	183.59'	N76°33'16"E
C123	400.00'	277.32'	39°43'24"	271.80'	S83°08'59"W
C125	396.00'	111.15'	16°04'53"	110.78'	N05°11'37"E

LINE	BEARING	DISTANCE
L1	S72°08'57"W	48.19'
L2	N81°27'06"W	48.15'
L3	S70°05'44"W	20.73'
L4	S18°25'10"E	66.51'
L5	S10°16'10"E	33.36'
L6	S10°16'10"E	60.64'
L7	S06°05'45"W	32.04'
L8	S06°05'45"W	32.04'
L9	S32°09'13"E	34.60'
L10	S12°11'03"W	27.33'
L11	S89°51'40"W	43.36'
L12	S89°51'40"W	11.83'
L13	S84°51'33"E	18.03'
L14	S89°25'44"W	55.91'
L15	N40°58'07"W	18.54'
L16	N83°00'43"E	19.60'
L17	S83°00'43"W	31.64'
L18	N84°51'33"W	34.46'
L19	S83°00'43"W	3.32'
L20	S00°22'51"E	2.66'
L21	S60°28'54"E	53.03'
L22	S87°06'20"E	70.47'
L23	S80°33'04"E	65.11'
L24	N78°06'53"E	55.02'
L25	N80°33'04"W	65.75'

LINE	BEARING	DISTANCE
L26	S81°27'06"E	71.67'
L27	N72°24'44"E	29.35'
L28	N55°46'48"E	5.52'
L29	N87°06'20"W	68.94'
L30	S78°06'53"W	55.02'
L31	N24°25'48"E	6.41'
L32	N70°05'44"E	15.71'
L33	S18°20'35"E	7.23'
L34	N78°24'46"W	2.93'
L35	N11°35'14"E	70.36'
L36	N63°17'17"E	53.59'
L37	N18°20'35"W	7.23'
L38	EAST	50.96'
L39	S63°17'19"W	53.59'
L40	N78°06'53"E	55.02'
L41	S12°40'56"E	56.01'
L42	S72°49'43"W	42.68'
L43	S88°59'07"W	27.17'
L44	N13°15'40"E	99.45'
L45	S18°20'35"E	7.23'
L46	S57°48'21"W	49.84'
L47	N52°50'36"W	49.88'
L48	N26°14'00"E	30.82'
L49	S57°48'21"W	4.99'
L50	S63°17'17"W	53.59'

LEGEND

- SECTION LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- SLOPE EASEMENT – NO STRUCTURES
- SET STREET MONUMENT
- EXTERIOR SUDIVISION CORNER, SET 5/8" REBAR AND CAP MARKED "SUMMIT ENGINEERING 435-654-9229"
- EXTERIOR SUDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- EASEMENT DESCRIPTION
- EASEMENT DESCRIPTION
- NON-IRRIGATED AREA

PROJECT
C18-004

SHEET
2 OF 3

ISSUE DATE
03/13/2019

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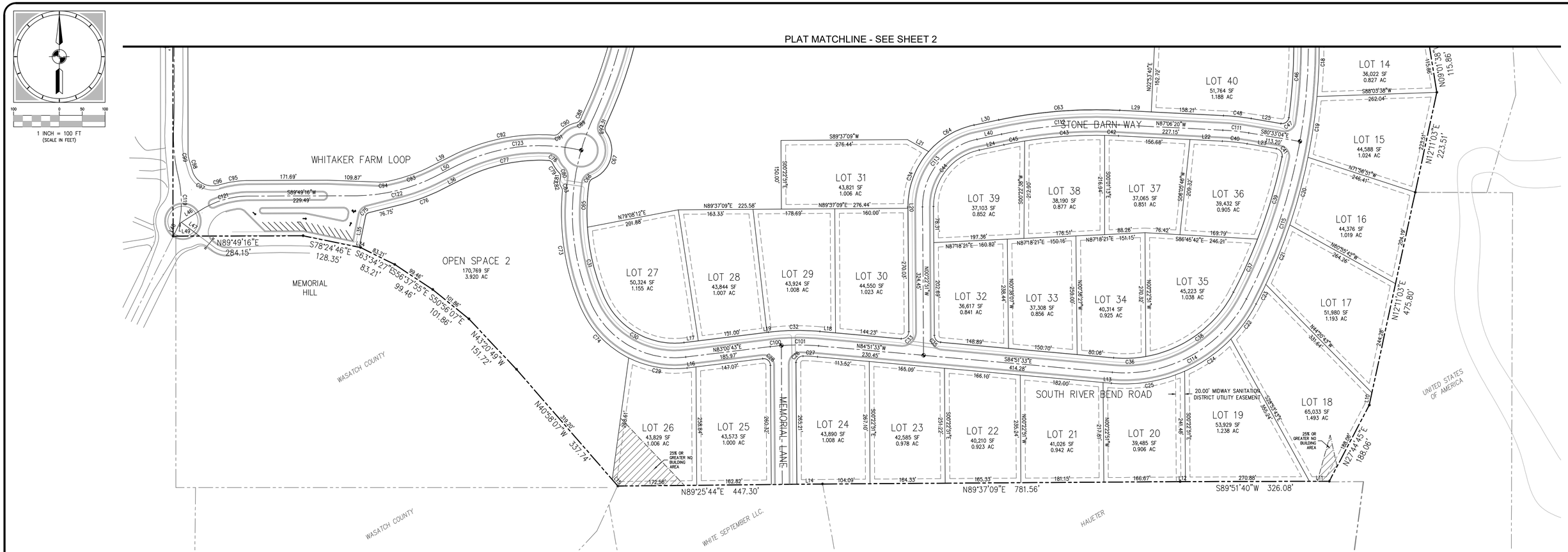
WHITAKER FARMS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M,
MIDWAY CITY, WASATCH COUNTY, UTAH

Z:\SEG PROJECTS\CURRENT PROJECTS\C18-004 WHITAKER\WORKING FILES\SURVEY\DWG\C18-004 FINAL PLAT 5-13-19.DWG



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	116.00'	34.18'	16°53'04"	34.06	S80°35'29"W
C2	15.00'	21.95'	83°49'33"	20.04'	N65°56'17"W
C3	1,000.00'	188.73'	10°48'49"	188.45'	N29°25'55"W
C4	232.00'	59.98'	14°48'48"	59.81'	N42°14'43"W
C5	324.00'	126.95'	22°27'00"	126.14'	S87°19'24"W
C6	68.00'	18.87'	15°53'58"	18.81'	S84°02'53"W
C7	68.00'	6.00'	8°54'27"	10.56'	N87°32'38"W
C8	476.00'	102.72'	12°21'53"	102.52'	N87°38'03"W
C9	476.00'	133.66'	16°05'17"	133.22'	S78°08'22"W
C10	524.00'	65.33'	7°08'37"	65.29'	S73°40'02"W
C11	524.00'	201.27'	22°00'28"	200.04'	S88°14'34"W
C12	524.00'	192.51'	21°02'59"	191.43'	N70°13'43"W
C13	524.00'	114.00'	12°27'56"	113.78'	N53°28'15"W
C14	524.00'	126.02'	13°46'48"	125.72'	N40°20'53"W
C15	524.00'	111.37'	12°10'41"	111.16'	N27°22'09"W
C16	1,224.00'	150.15'	7°01'43"	150.06'	N14°04'46"W
C17	1,224.00'	187.36'	8°46'13"	187.18'	N06°10'48"W
C18	1,224.00'	149.48'	6°59'49"	149.38'	N01°42'14"E
C19	1,224.00'	134.74'	6°18'27"	134.68'	N08°21'22"E
C20	1,224.00'	152.91'	7°09'29"	152.81'	N15°05'19"E
C21	1,224.00'	140.25'	6°33'55"	140.18'	N21°57'01"E
C22	324.00'	94.72'	16°45'00"	94.38'	N35°50'58"E
C23	1,224.00'	47.89'	2°14'30"	47.88'	N26°21'13"E
C24	324.00'	123.61'	21°51'32"	122.86'	N55°09'14"E
C25	324.00'	164.32'	29°03'27"	162.56'	N80°36'44"E
C26	15.00'	24.01'	91°42'53"	21.53'	N45°28'36"E
C27	476.00'	31.63'	3°48'25"	31.62'	S86°45'45"E
C28	15.00'	25.29'	96°36'26"	22.40'	S48°41'04"E
C29	224.00'	131.24'	33°34'08"	129.37'	S80°12'13"E
C30	168.00'	217.67'	74°14'06"	202.76'	N59°52'14"W
C31	468.00'	155.15'	18°59'40"	154.44'	N13°15'21"W
C32	532.00'	112.62'	12°07'44"	112.41'	S89°04'35"W
C33	15.00'	25.01'	95°31'18"	22.21'	S47°22'48"W
C34	182.00'	132.24'	41°37'54"	129.35'	S20°26'06"W
C35	15.00'	22.12'	84°28'42"	20.17'	N42°37'12"W
C36	268.00'	70.56'	15°05'08"	70.36'	S87°35'54"W
C37	1,168.00'	127.47'	6°15'11"	127.41'	S24°20'53"W
C38	268.00'	245.95'	52°34'51"	237.41'	S53°45'54"W
C39	1,168.00'	187.74'	9°12'35"	187.54'	S16°36'59"W
C40	476.00'	54.45'	6°33'17"	54.42'	S83°49'42"E
C41	15.00'	24.23'	92°33'45"	21.68'	S34°16'11"E
C42	976.00'	30.30'	1°46'43"	30.30'	S87°59'42"E
C43	976.00'	175.51'	10°18'12"	175.28'	N85°57'50"E
C44	126.00'	172.62'	78°29'44"	159.43'	N38°52'01"E
C45	976.00'	45.95'	2°41'52"	45.95'	N79°27'48"E

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C46	1,168.00'	180.89'	8°52'24"	180.71'	S03°18'01"W
C47	15.00'	24.01'	91°42'43"	21.53'	S53°35'55"W
C48	532.00'	60.86'	6°33'17"	60.83'	N83°49'42"W
C49	1,168.00'	168.64'	8°16'21"	168.49'	S05°16'22"E
C50	1,168.00'	165.10'	8°05'56"	164.96'	S13°27'30"E
C51	468.00'	304.96'	37°20'08"	299.60'	S49°16'53"E
C52	468.00'	154.54'	18°55'10"	153.84'	S77°24'32"E
C53	468.00'	151.46'	18°32'35"	150.80'	N83°51'36"E
C54	468.00'	36.70'	4°29'35"	36.69'	N72°20'31"E
C55	532.00'	167.19'	18°00'22"	166.50'	N79°41'34"E
C56	532.00'	91.48'	9°51'09"	91.37'	S86°22'41"E
C57	268.00'	22.91'	4°53'49"	22.90'	S83°54'01"E
C58	1,007.00'	243.92'	13°52'42"	243.32'	N10°55'46"W
C59	15.00'	23.64'	90°16'50"	21.27'	N27°16'18"E
C60	124.50'	36.14'	16°37'56"	36.01'	N64°05'46"E
C61	75.50'	27.04'	20°31'26"	26.90'	N66°02'31"E
C62	268.00'	81.14'	17°20'50"	80.83'	N84°58'39"E
C63	1,032.00'	266.21'	14°46'47"	265.47'	S85°30'16"W
C64	182.00'	117.10'	36°51'49"	115.09'	S59°40'58"W
C65	468.00'	94.79'	11°36'16"	94.62'	N02°02'36"E
C66	15.00'	15.49'	59°10'35"	14.81'	N37°26'02"E
C67	67.00'	119.46'	102°09'38"	104.26'	N15°56'30"E
C68	15.00'	15.49'	59°10'35"	14.81'	N05°33'01"W
C69	1,007.00'	506.39'	28°48'45"	501.07'	N10°24'58"E
C70	532.00'	5.52'	'35'39"	5.52'	N70°23'33"E
C71	468.00'	100.23'	12°16'14"	100.04'	S24°28'42"E
C72	1,168.00'	17.03'	"50'07"	17.03'	S17°55'31"E
C73	524.00'	255.23'	27°54'28"	252.72'	S08°47'57"E
C74	224.00'	158.99'	40°39'58"	155.67'	S43°05'10"E
C75	8.00'	8.95'	64°05'52"	8.49'	N43°38'10"E
C76	432.00'	93.47'	12°23'50"	93.29'	N69°29'11"E
C77	368.00'	190.15'	29°36'20"	188.04'	N78°05'27"E
C78	10.00'	10.99'	62°56'58"	10.44'	S55°37'54"E
C79	69.00'	25.89'	21°29'49"	25.74'	S34°54'20"E
C80	10.00'	9.46'	54°13'44"	9.12'	S18°32'23"E
C81	532.00'	11.80'	1°16'15"	11.80'	S07°56'22"W
C82	15.00'	10.90'	41°38'43"	10.66'	S15°47'39"E
C83	15.00'	10.94'	41°46'17"	10.70'	S15°43'52"E
C84	1,224.00'	16.01'	'44'58"	16.01'	N17°58'06"W
C85	524.00'	26.86'	2°56'14"	26.86'	N19°48'42"W
C86	176.00'	169.44'	55°09'41"	162.98'	S62°25'10"E
C87	944.00'	984.66'	59°45'48"	940.62'	S04°57'25"E
C88	524.00'	16.27'	1°46'44"	16.27'	S24°02'07"W
C89	15.00'	14.55'	55°35'28"	13.99'	S50°56'29"W
C90	61.00'	42.13'	39°34'30"	41.30'	S58°56'58"W

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C91	15.00'	14.38	54°54'37"	13.83'	S66°37'02"W
C92	424.00'	227.81'	30°47'04"	225.08'	S78°40'49"W
C93	376.00'	99.64'	15°11'00"	99.35'	S70°52'47"W
C94	93.00'	22.14'	13°38'26"	22.09'	S85°17'29"W
C95	234.00'	67.49'	16°31'35"	67.26'	S81°33'29"W
C96	234.00'	0.22'	"03'12"	0.22'	S73°16'05"W
C97	46.00'	73.72'	91°49'11"	66.08'	N60°31'26"W
C98	282.89'	22.17'	4°29'28"	22.17'	N16°51'34"W
C99	50.00'	16.63'	19°03'18"	16.55'	N09°34'46"W
C100	500.00'	24.43'	2°47'58"	24.43'	S84°24'42"W
C101	500.00'	81.42'	9°19'46"	81.33'	S89°31'26"E
C102	50.00'	14.98'	17°10'17"	14.93'	N81°24'51"E
C103	232.00'	91.75'	22°39'34"	91.15'	S78°40'13"E
C104	91.00'	38.78'	24°24'57"	38.49'	S77°47'32"E
C105	232.00'	71.62'	17°41'19"	71.34'	S58°29'47"E
C106	968.00'	226.82'	13°25'31"	226.30'	S28°07'34"E
C107	300.00'	138.22'	26°23'56"	137.01'	S85°20'55"W
C108	500.00'	248.30'	28°27'10"	245.75'	S84°19'19"W
C109	500.00'	799.03'	91°33'42"	716.68'	N64°07'25"W
C110	1,200.00'	594.63'	28°23'29"	588.56'	S04°08'50"E
C111	500.00'	57.20'	6°33'17"	57.17'	N83°49'42"W
C112	1,000.00'	257.96'	14°46'47"	257.24'	N85°30'16"E
C113	150.00'	205.50'	78°29'44"	189.80'	N38°52'01"E
C114	300.00'	354.30'	67°39'59"	334.07'	S61°18'28"W
C115	1,200.00'	364.97'	17°25'34"	363.57'	S18°45'41"W
C116	50.00'	11.62'	13°18'40"	11.59'	S06°36'20"W
C118	1,000.00'	50.56'	2°53'50"	50.56'	S01°23'55"E
C119	249.89'	103.14'	23°38'52"	102.41'	S01°24'37"E
C121	200.00'	111.75'	32°00'55"	110.31'	N73°48'48"E
C122	400.00'	185.24'	26°31'59"	183.59'	N76°33'16"E
C123	400.00'	277.32'	39°43'24"	271.80'	S83°08'59"W
C125	396.00'	111.15'	16°04'53"	110.78'	N05°11'37"E

LINE	BEARING	DISTANCE
L1	S72°08'57"W	48.19'
L2	N81°27'06"W	48.15'
L3	S70°05'44"W	20.73'
L4	S18°25'10"E	66.51'
L5	S10°16'10"E	33.36'
L6	S10°16'10"E	60.64'
L7	S06°05'45"W	32.04'
L8	S06°05'45"W	32.04'
L9	S32°09'13"E	34.60'
L10	S12°11'03"W	27.33'
L11	S89°51'40"W	43.36'
L12	S89°51'40"W	11.83'
L13	S84°51'33"E	18.03'
L14	S89°25'44"W	55.91'
L15	N40°58'07"W	18.54'
L16	N83°00'43"E	19.60'
L17	S83°00'43"W	31.64'
L18	N84°51'33"W	34.46'
L19	S83°00'43"W	3.32'
L20	S00°22'51"E	2.66'
L21	S60°28'54"E	53.03'
L22	S87°06'20"E	70.47'
L23	S80°33'04"E	65.11'
L24	N78°06'53"E	55.02'
L25	N80°33'04"W	65.75'

LINE	BEARING	DISTANCE
L26	S81°27'06"E	71.67'
L27	N72°24'44"E	29.35'
L28	N55°46'48"E	5.52'
L29	N87°06'20"W	68.94'
L30	S78°06'53"W	55.02'
L31	N24°25'48"E	6.41'
L32	N70°05'44"E	15.71'
L33	S18°20'35"E	7.23'
L34	N78°24'46"W	2.93'
L35	N11°35'14"E	70.36'
L36	N63°17'17"E	53.59'
L37	N18°20'35"W	7.23'
L38	EAST	50.96'
L39	S63°17'19"W	53.59'
L40	N78°06'53"E	55.02'
L41	S12°40'56"E	56.01'
L42	S72°49'43"W	42.68'
L43	S88°59'07"W	27.17'
L44	N13°15'40"E	99.45'
L45	S18°20'35"E	7.23'
L46	S57°48'21"W	49.84'
L47	N52°50'36"W	49.88'
L48	N26°14'00"E	30.82'
L49	S57°48'21"W	4.99'
L50	S63°17'17"W	53.59'

LEGEND

- SECTION LINES
- ADJACENT PROPERTY LINES
- PUBLIC UTILITY EASEMENT LINES
- BUILDING SETBACK LINES
- SLOPE EASEMENT – NO STRUCTURES
- SET STREET MONUMENT
- EXTERIOR SUDIVISION CORNER, SET 5/8" REBAR AND CAP MARKED "SUMMIT ENGINEERING 435-654-9229"
- EXTERIOR SUDIVISION CORNERS WITH NO MARKERS SET
- BOUNDARY ANGLE POINT
- EASEMENT DESCRIPTION
- EASEMENT DESCRIPTION
- NON-IRRIGATED AREA

PROJECT
C18-004

SHEET
3 OF 3

ISSUE DATE
03/13/2019

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WHITAKER FARMS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M,
MIDWAY CITY, WASATCH COUNTY, UTAH

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Exhibit E

CITY COUNCIL MEETING STAFF REPORT

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

ITEM: 8

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

BACKGROUND:

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

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

LAND USE SUMMARY:

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

ANALYSIS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WATER BOARD RECOMMENDATION:

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

PLANNING COMMISSION FINAL APPROVAL RECOMMENDATION:

Motion: Commissioner Nicholas: I motion that we recommend approval, proposing final approval of the Whitaker Farm Subdivision. We accept staff findings with the five conditions listed in on the Power Point Presentation Slide that are noted in the report along with the condition that engineering plans be submitted and approved prior to scheduling this item to City Council, and the condition of reducing the width of the cross section and asphalt to 26 feet and the savings to be used by the city for trails and bike paths. The proposal consists of 50 lots on 80 acres and contains 20 acres of open space. The property is located at 455 North River Road and is in the RA-1-43 zone.
Second: Commissioner Payne
Chairman Kohler: Any discussion on the motion?
There was none
Chairman Kohler: All in favor.
Ayes: Commissioners: Payne, Nicholas, O'Toole, Whitney, Ream, Bouwhuis
Nays: None
Motion: Passed

PROPOSED FINDINGS:

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

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

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action can be taken if the City Council feels the proposal complies with the requirements of the Land Use Code.

    a. Accept staff report
    b. List accepted findings
    c. Place condition(s) if needed

2. Continuance. This action can be taken if the City Council feels that there are unresolved issues.

    a. Accept staff report
    b. List accepted findings
    c. Reasons for continuance
        i. Unresolved issues that must be addressed
    d. Date when the item will be heard again

3. Denial. This action can be taken if the City Council feels that the request does not meet the intent of the ordinance.

    a. Accept staff report
    b. List accepted findings
    c. Reasons for denial

PROPOSED CONDITION:

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

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

HORROCKS
ENGINEERS

Heber Office
Tel: 435.654.2226
Fax: 435.657.1160

June 18, 2019

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

Subject: Whitaker Farm Subdivision –Final Plan Review

Dear Michael:

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

General Comments

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

Water

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

Irrigation

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

Roads

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

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

Trails

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

Storm Drain

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

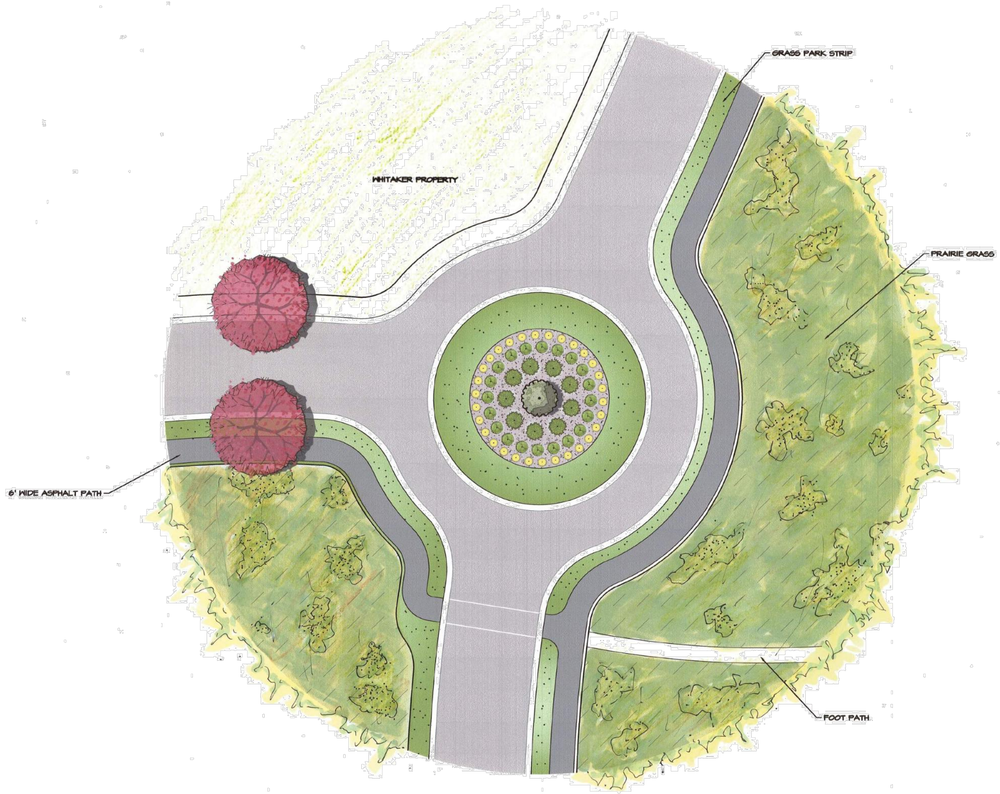
Please feel free to contact our office with any questions.

Sincerely,
HORROCKS ENGINEERS

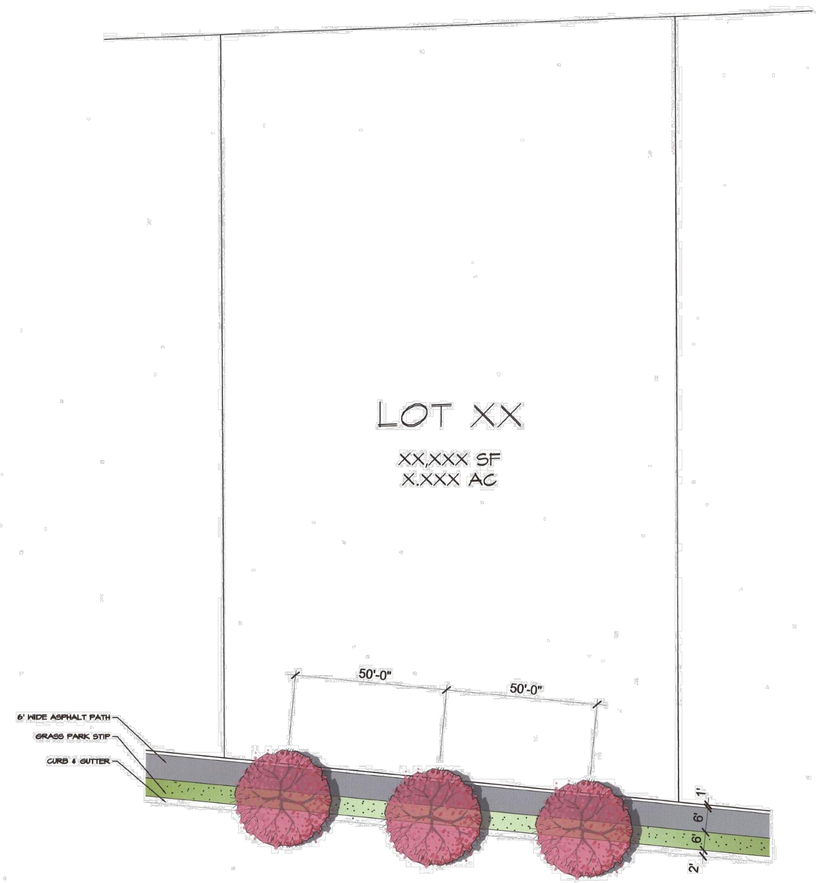
Wesley Johnson, P.E.
Midway City Engineer

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

Exhibit F



ROUNDABOUT ENLARGEMENT



PARK STRIP ENLARGEMENT TYPICAL

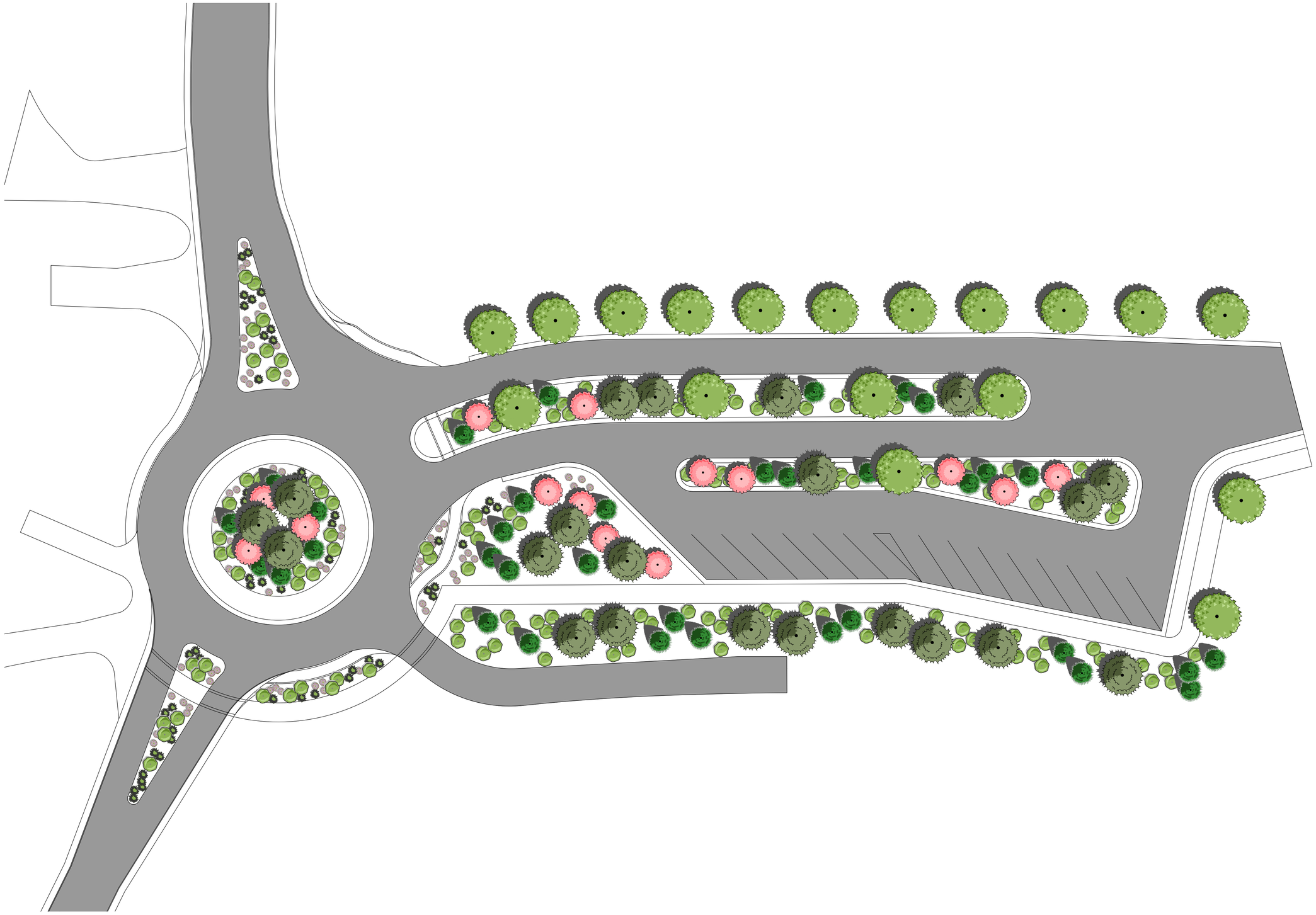
WHITAKER FARMS INTERNAL ROUND ABOUT

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
Plotted: 5/13/19 at 3:56pm By: breh



PLANT LEGEND

	EVERGREEN TREE -	21
	ORNAMENTAL TREE -	14
	DECIDUOUS TREE -	18
	SMALL EVERGREEN TREE -	35
	GRASSES -	53
	PERENNIALS -	71
	SHURBS -	135

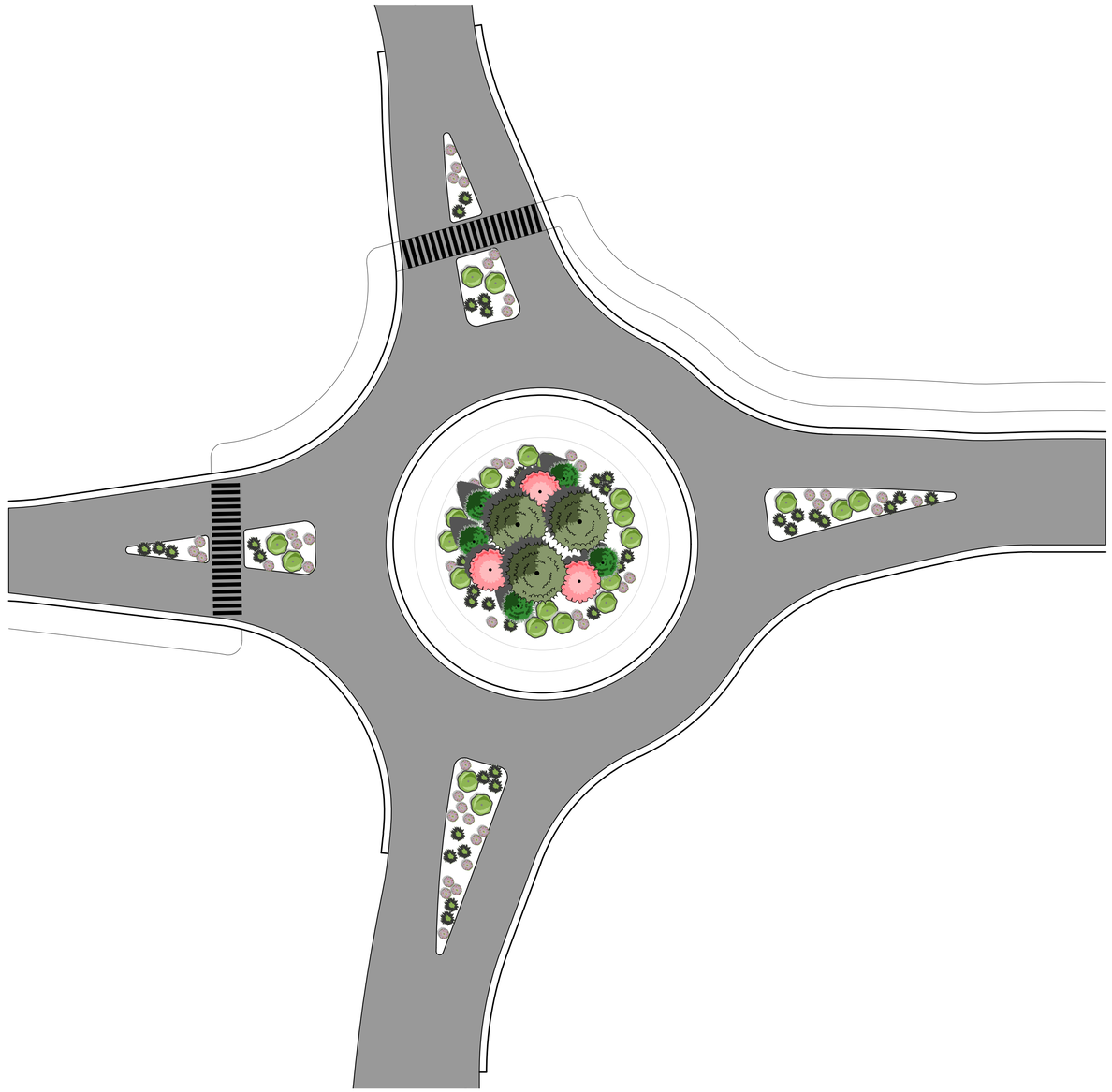
WHITAKER FARMS ROUND ABOUT @ 600 N & RIVER RD

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
Plotted: 5/13/19 at 3:58pm By: bretn



PLANT LEGEND

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WHITAKER FARMS ROUND ABOUT @ RIVER RD

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
Plotted: 5/13/19 at 3:58pm By: bretn

Exhibit G

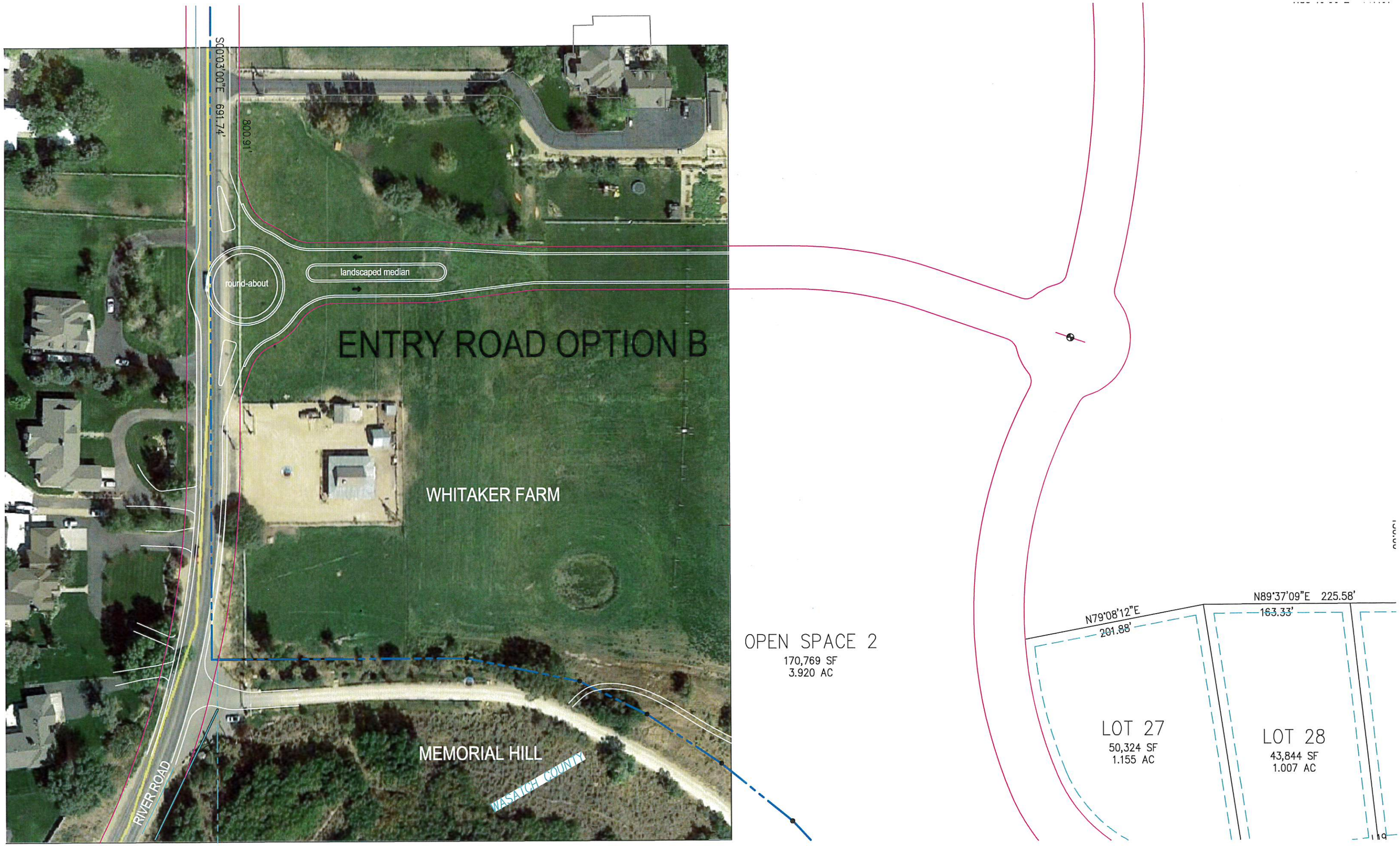
S00°03'00"E 691.74'
800.91'
round-about
landscaped median
ENTRY ROAD OPTION B
WHITAKER FARM
OPEN SPACE 2
170,769 SF
3.920 AC
MEMORIAL HILL
WASATCH COUNTY
RIVER ROAD
N79°08'12"E
201.88'
N89°37'09"E 225.58'
163.33'
LOT 27
50,324 SF
1.155 AC
LOT 28
43,844 SF
1.007 AC

Exhibit H

NOTE:
PRAIRIE GRASS WILL BE CUT THREE TIMES DURING SUMMER AS NEEDED

WHITAKER FARMS RENDERING

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
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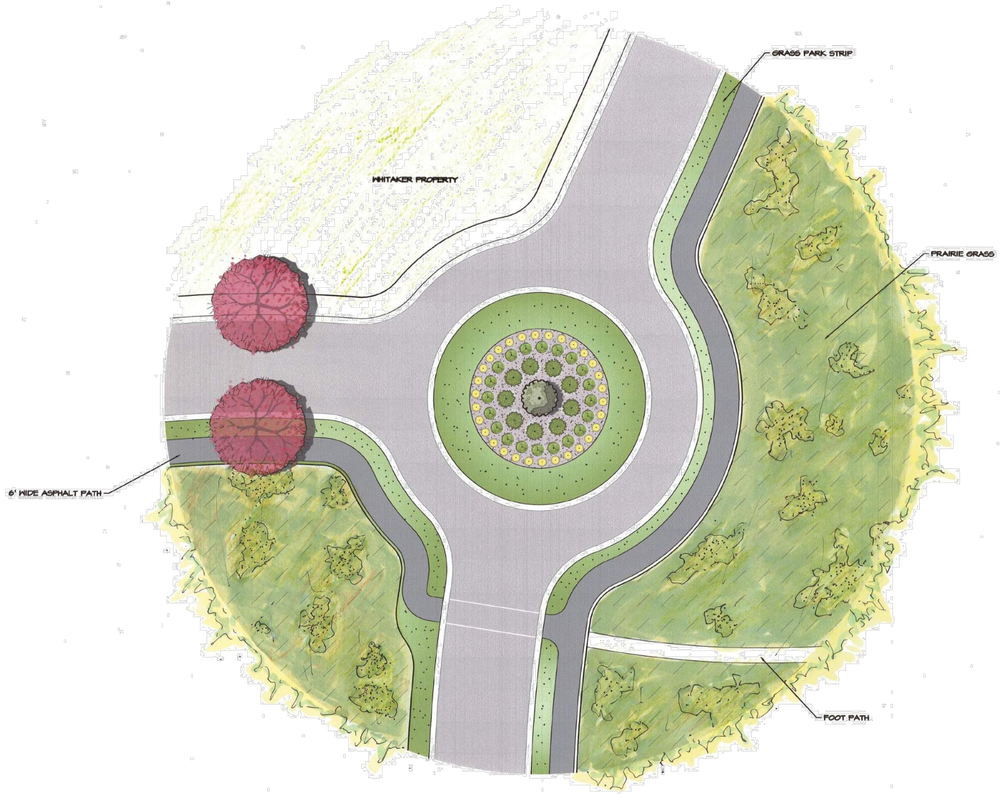
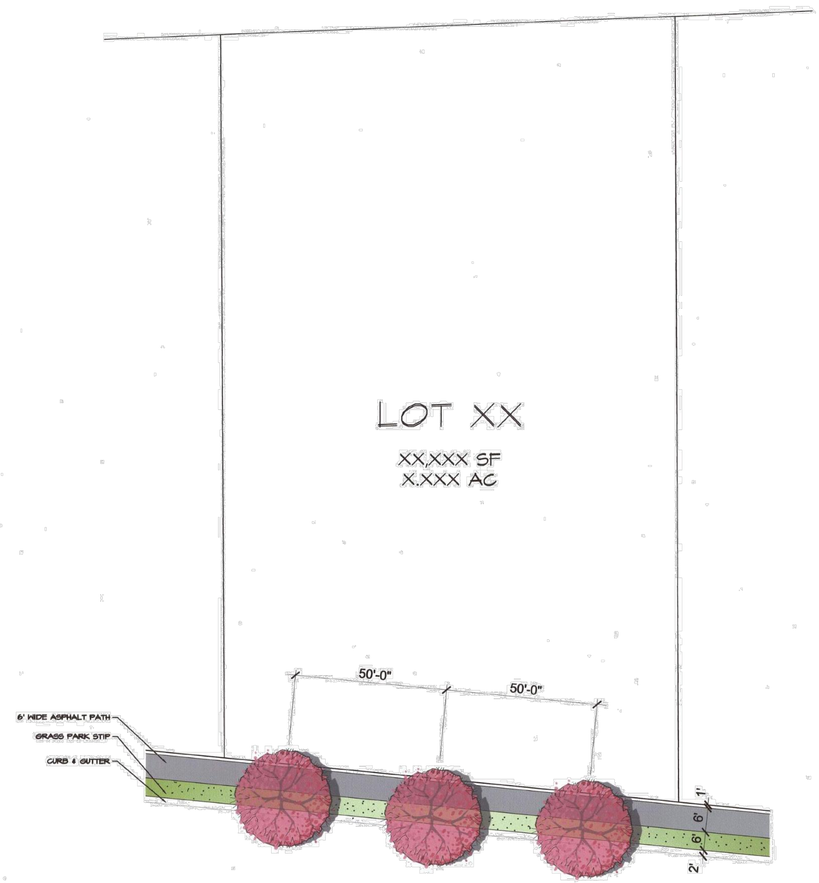


ROUNDABOUT ENLARGEMENT



PARK STRIP ENLARGEMENT TYPICAL

WHITAKER FARMS INTERNAL ROUND ABOUT

Midway, Utah

Site Plan

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File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
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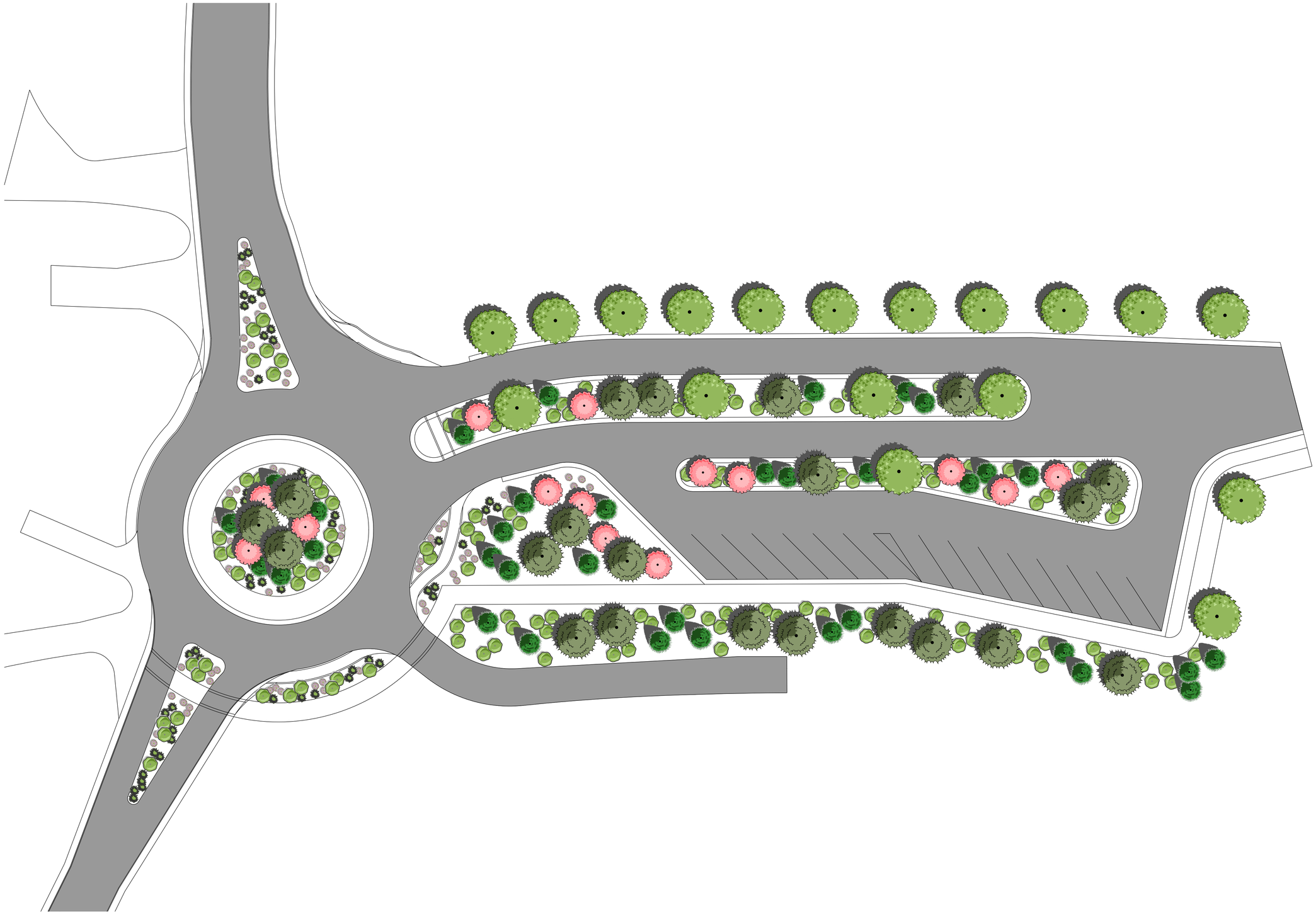

PLANT LEGEND

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WHITAKER FARMS ROUND ABOUT @ 600 N & RIVER RD

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
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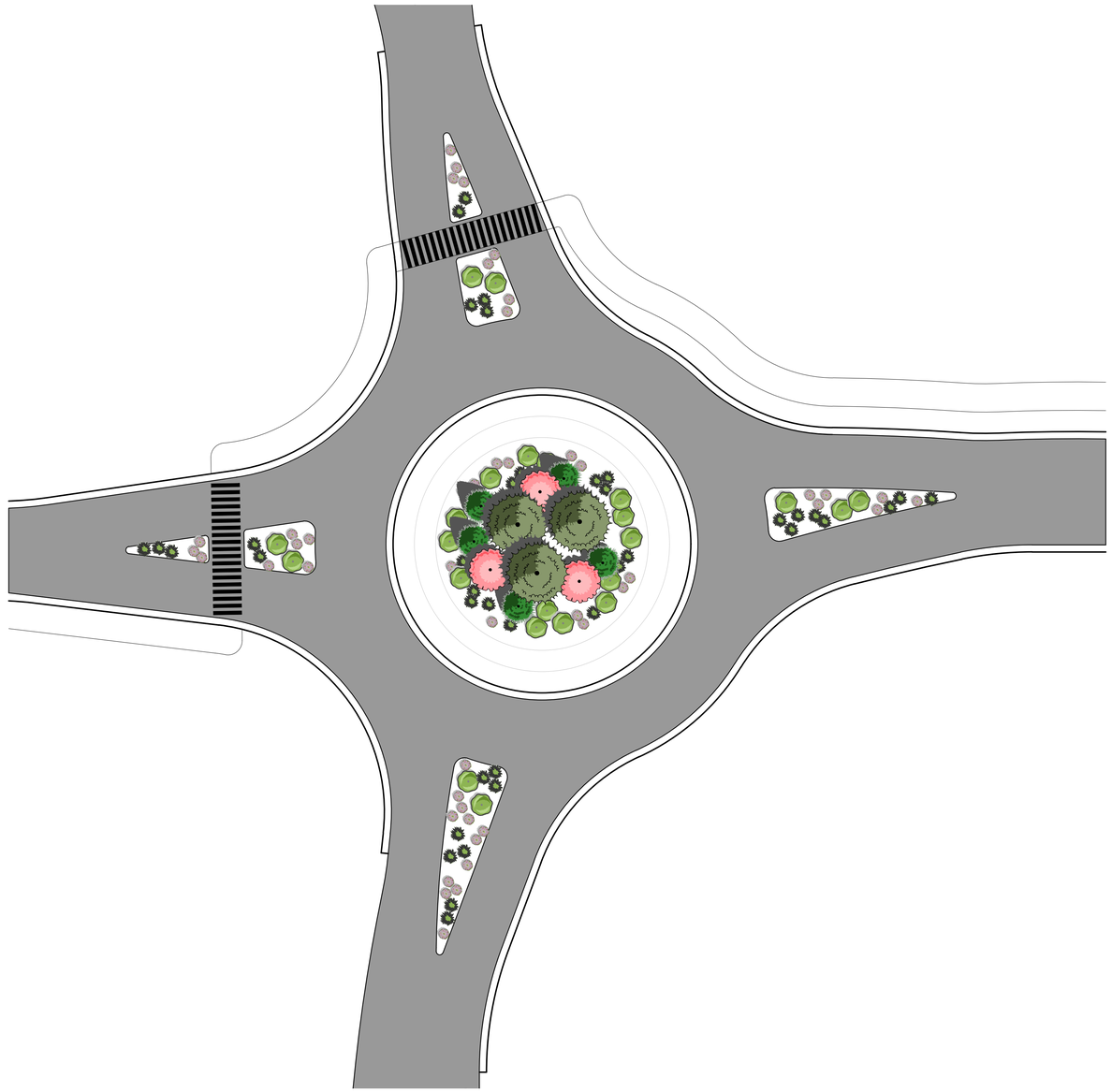

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WHITAKER FARMS ROUND ABOUT @ RIVER RD

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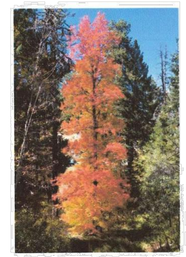
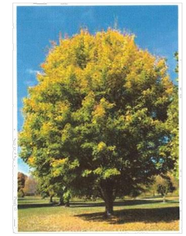
File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
Plotted: 5/13/19 at 3:58pm By: bretn

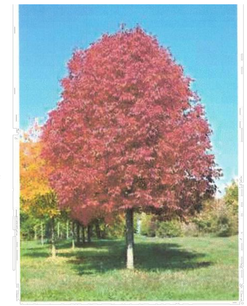
PLANTING NOTES

1. SOURCE OF BASE DRAWINGS IS SUMMIT ENGINEERING GROUP.
2. REFER TO CIVIL ENGINEER'S PLANS FOR UTILITY LOCATION AND DRAINAGE INFORMATION.
3. REFER TO CIVIL ENGINEER'S GRADING PLANS FOR GRADING INFORMATION. IF ACTUAL SITE CONDITIONS VARY FROM WHAT IS SHOWN ON THE PLANS OR IF THERE ARE DISCREPANCIES BETWEEN THE PLANS, CONTACT THE LANDSCAPE DESIGNER FOR DIRECTION AS TO HOW TO PROCEED.
4. VERIFY LOCATIONS OF PERTINENT SITE IMPROVEMENTS INSTALLED UNDER OTHER SECTIONS. IF ANY PART OF THIS PLAN CANNOT BE FOLLOWED DUE TO SITE CONDITIONS, CONTACT LANDSCAPE DESIGNER FOR INSTRUCTIONS PRIOR TO COMMENCING WORK.
5. EXACT LOCATIONS OF PLANT MATERIALS TO BE APPROVED BY THE LANDSCAPE DESIGNER IN THE FIELD PRIOR TO INSTALLATION. LANDSCAPE DESIGNER RESERVES THE RIGHT TO ADJUST PLANTS TO EXACT LOCATION IN FIELD.
6. CONTACT THE LOCAL UNDERGROUND UTILITY SERVICES FOR UTILITY LOCATION AND IDENTIFICATION.
7. PERFORM EXCAVATION IN THE VICINITY OF UNDERGROUND UTILITIES WITH CARE AND IF NECESSARY, BY HAND. THE CONTRACTOR BEARS FULL RESPONSIBILITY FOR THIS WORK AND DISRUPTION OR DAMAGE TO UTILITIES SHALL BE REPAIRED IMMEDIATELY AT NO EXPENSE TO THE OWNER.
8. TREES TO BE PLANTED A MINIMUM OF 4 FEET FROM PAVEMENT, EXCEPT AS APPROVED BY LANDSCAPE DESIGNER.
9. PROVIDE MATCHING FORMS AND SIZES FOR PLANT MATERIALS WITHIN EACH SPECIES AND SIZE DESIGNATED ON THE DRAWINGS.
10. PRUNE NEWLY PLANTED TREES ONLY AS DIRECTED BY LANDSCAPE DESIGNER.
11. ALIGN AND EQUALLY SPACE TREES AND SHRUBS IN ALL DIRECTIONS SO DESIGNATED PER THESE NOTES AND DRAWINGS.
12. FINISH GRADES OF PLANTER AREAS SHALL BE 1.5 INCHES BELOW ADJACENT PAVING OR TOP OF WALL UNLESS OTHERWISE NOTED.
13. REMOVE ENTIRE WIRE CAGE FROM ROOTBALL.
14. CUT AND REMOVE BURLAP FROM TOP 1/3 OF BALL.
15. LANDSCAPE DESIGNER TO REVIEW PLANT MATERIALS AT SOURCE OR BY PHOTOGRAPHS PRIOR TO DIGGING OR SHIPPING OF PLANT MATERIALS.

AUTUMN BLAZE MAPLE


BIGTOOTH MAPLE

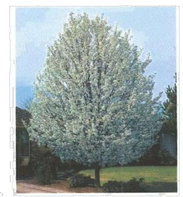

STATE STREET MAPLE

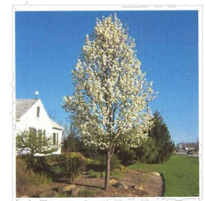

AUTUMN PURPLE ASH

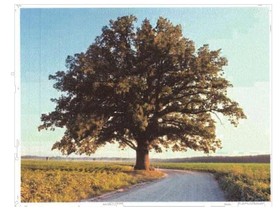
PATMORE ASH

SHADEMASTER HONEYLOCUST

BRADFORD FLOWERING PEAR


CLEVELAND PEAR


CHANTICLEER PEAR

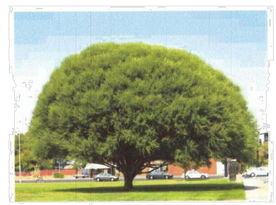

BUR OAK

RIVER BIRCH

COMMON HACKBERRY

COLORADO BLUE SPRUCE

CANADA RED CHOKECHERRY


GLOBE WILLOW

WEEPING WILLOW

MOUNTAIN ASH

SWAMP WHITE OAK

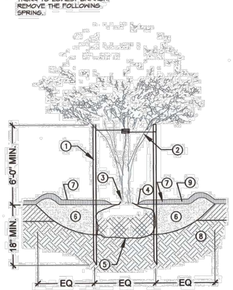
OPTIONAL STREET TREES:

AUTUMN BLAZE MAPLE- 50' X 40' AT MATURITY
BIGTOOTH MAPLE- 50' X 15' AT MATURITY
STATE STREET MAPLE- 50' X 35' AT MATURITY
AUTUMN PURPLE ASH- 45' X 40' AT MATURITY
PATMORE ASH- 50' X 40' AT MATURITY
SHADEMASTER HONEYLOCUST- 45' X 35'
BRADFORD FLOWERING PEAR- 40' X 25' AT MATURITY
CLEVELAND PEAR- 40'X 20' AT MATURITY
CHANTICLEER PEAR- 35' X 15' AT MATURITY
BUR OAK- 55' X 45' AT MATURITY

OPTIONAL OPEN SPACE TREES:

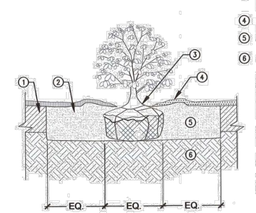
AUTUMN BLAZE MAPLE- 50' X 40' AT MATURITY
BIGTOOTH MAPLE- 30' X 15' AT MATURITY
RIVER BIRCH- 40' X 35' AT MATURITY
COMMON HACKBERRY- 40' X 30' AT MATURITY
COLORADO BLUE SPRUCE- 50' X 25' AT MATURITY
CANADA RED CHOKECHERRY- 25' X 20' AT MATURITY
SHADEMASTER HONEYLOCUST- 45' X 35' AT MATURITY
GLOBE WILLOW- 30' X 30' AT MATURITY
WEEPING WILLOW- 30'X 30' AT MATURITY
MOUNTAIN ASH VARIETIES- 25' X 20'
SWAMP WHITE OAK- 50' X 40' AT MATURITY
BUR OAK- 55' X 45' AT MATURITY

NOTES:
1. INSTALL TREE PLUMB
2. FOR ALL FALL PLANTING, WRAP TRUNK TO LOWEST BRANCH. REMOVE THE FOLLOWING SPRING.



1. 2" DIA. (ROUND) FIR POSTS, 2 PER TREE. ALL POSTS SHALL BE PLUMB AND HAVE SAME HEIGHT ABOVE FINISH GRADE.
2. GALVANIZED WIRE CABLE LOOPED THROUGH 1" GROMMETED NYLON WEBBING AROUND TRUNK, SECURE BY TWISTING UNTIL TAUT.
3. TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE
4. ROOT FLARE SHALL BE EXPOSED; MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK.
5. PLACE BALL ON UNDISTURBED SUBSOIL. CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL.
6. EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL. BACKFILL WITH PLANTING SOIL MIX.
7. BARK MULCH, DEPTH AS SPECIFIED.
8. UNDISTURBED SUBGRADE
9. 5' DIA. DEPRESSED WATERING BASIN.

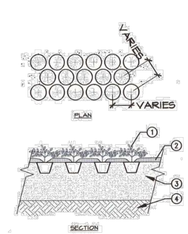
1 DECIDUOUS TREE WITH STAKING
NTS



1. PLANTING SOIL MIX
2. BARK MULCH
3. SET ROOT FLARE 2" HIGHER THAN FINISH GRADE TO ALLOW FOR SETTLING
4. BERM TO FORM DEPRESSED WATERING BASIN
5. PLANTING SOIL MIX
6. UNDISTURBED SUBGRADE

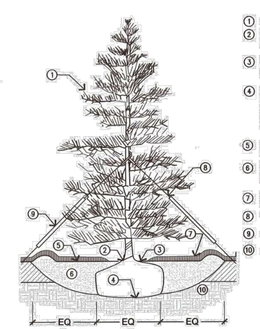
NOTES:
1. PLACE BALL ON UNDISTURBED SUBGRADE. REMOVE AND DISCARD WRAPPING MATERIAL EXCEPT UNDER BALL.
2. SETTLE PLANT BY FILLING PLANTING PIT WITH WATER USING HOSE OR BUCKET.
3. MULCH SHOULD NOT BE WITHIN 4" OF TRUNK.
4. REMOVE WATERING BASIN PRIOR TO END OF MAINTANANCE PERIOD.

2 SHRUB
NTS



1. GROUNDCOVER/PERENNIALS (SEE NOTE)
2. 3-4" MIN. BARK MULCH OR GRAVEL, PER PLAN.
3. PLANTING SOIL MIX
4. UNDISTURBED SUBGRADE

3 GROUNDCOVER / PERENNIAL
NTS



1. INSTALL TREE PLUMB
2. TOP OF ROOTBALL SHALL BE 1"-2" ABOVE FINISHED GRADE
3. ROOT FLARE SHALL BE EXPOSED; MULCH SHOULD NOT BE WITHIN 4" OF TREE TRUNK.
4. PLACE BALL ON UNDISTURBED SUBSOIL. CUT WIRE BASKET AND REMOVE AND DISCARD BURLAP OR OTHER SOD WRAPPING MATERIALS FOR TOP 1/3 OF ROOTBALL.
5. BARK MULCH (SEE PLANTING PLAN NOTES)
6. EXCAVATE HOLE TO DIAMETER 3X WIDER THAN ROOTBALL. BACKFILL PLANTING SOIL MIX.
7. 5' DIA. DEPRESSED WATERING BASIN.
8. GUYING & STAKING SYSTEM
9. SAFETY FLAGGING (PVC SLEEVE)
10. UNDISTURBED SUBGRADE

4 EVERGREEN TREE WITH GUYING SYSTEM
NTS

WHITAKER FARMS PALLET AND DETAILS

Midway, Utah

Site Plan

05 | 13 | 19

File Path:P:\Projects\19-110 Whitaker Farms\02-Working\01-Drawings\01-SD\Round About CAD.dwg
Plotted: 5/13/19 at 3:55pm By: brein