

**NOTICE AND AGENDA  
MIDWAY WATER ADVISORY BOARD  
MONDAY, AUGUST 5, 2019**

Notice is hereby given that the Midway Water Advisory Board will hold their regular meeting Monday, August 5, 2019 at 6:00 p.m. in the Midway City Office Building at 75 North 100 West Midway, Utah. Notice of the meeting and agenda was posted in the Midway City Office Building, Main Street Station and 7-Eleven, a copy was sent to each of the Trustees and a copy posted on the Utah Meeting Notice Web Site.

**The agenda shall be as follows:**

1. **General Consent Calendar**
  - a. **Approve Agenda for August 5, 2019**
  - b. **Approve Meeting Minutes June 3, 2019**
2. **Havin Farms (Higginson Subdivision) – 1170 South Center Street**
  - a. **Discussion on 13 lot subdivision**
  - b. **Possible Recommendation to City Council**
3. **Bonner Landing – 155 East 100 South**
  - a. **Discussion on 4 lot subdivision on 1.22 acres water requirements.**
  - b. **Possible Recommendation to City Council**
4. **Raynor Subdivision – 565 North River Road**
  - a. **Discussion on 1 lot subdivision on .99 acres**
  - b. **Possible Recommendation to City Council**
5. **Midway Crest Subdivision – Located in Wasatch County**
  - a. **Discussion on water requirement for subdivision**
  - b. **Possible Recommendation to City Council**
6. **Byron Day – 30 West 970 South**
  - a. **Notice of Re-Assignment intent for water lease transfer**
  - b. **Possible Recommendation**
7. **New/Old Business - No motions or recommendations given**
8. **Adjourn**

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*General Consent Calendar*

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## MIDWAY WATER ADVISORY BOARD

MONDAY June 3, 2019

### MEETING MINUTES

Minutes of the Midway Water Advisory Board meeting held June 3, 2019 at 6:00 p.m. in the Midway City Office Building, 75 North 100 West, Midway, UT.

#### Roll Call

Irrigation Members: Irrigation President/Co-Chairman Steve Farrell, Grant Kohler and Brent Kelly; Midway City: Mayor/Chairman Celeste Johnson via phone, City Councilman Bob Probst, Michael Henke, City Planner. And Jennifer Sweat, Treasurer/Water Advisory Board Secretary.

Co-Chairman Steve Farrell will chair the meeting since Mayor Johnson is out of town and participating via phone. City Councilman Ken VanWagoner has been excused.

#### General Consent Calendar

Irrigation President/Co-Chairman Steve Farrell asked for approval of the General Consent Calendar which consisted of:

- a. Approval of the Agenda for June 3, 2019
- b. Approval of the minutes for May 6, 2019

**Motion: Mayor Celeste Johnson made a motion to approve the General Consent Calendar. Midway Irrigation Member Brent Kelly 2<sup>nd</sup> the motion. It was carried unanimously.**

Irrigation President/Co-Chairman Farrell asked if there were further questions regarding this item? There was not

**Motion was carried unanimously.**

#### Cozens Subdivision – 840 South Stringtown Road

Michael Henke, City Planner presented the following regarding this property

- 3.72 acres
- RA-1-43 zoning
- Proposal contains 1 lot
- Frontage from Stringtown Road
- Lot will connect to Midway City's culinary water line and Midway Irrigation Company's secondary water line.

June 3, 2019

- The dwelling will continue to be serviced by the onsite septic system until further development requires a connection to the sewer system.

The board reviewed the property via power presentation. There is already one home on the property, and they do have a culinary connection to the home. It has as stated, one home, a barn, and a creek that goes through the property. Planner Henke looked at the history of the property and at one point in time it was a lot of record, but they have changed the boundaries and sold some of the property to the subdivision to the west and so it doesn't qualify as a lot of record any longer. They would like to sell the property and in order to get what you would call a "clear title" they need to go through and record the plat. This will make sure the property is legal and conforms to our zoning code.

The board reviewed the proposed plat, which shows the existing home and barn. They currently as stated only have one culinary water connection that is being billed by Midway City. Irrigation President/Co-Chairman Farrell asked how they are getting water in the barn, because someone is living there? This was news to Planner Henke, who had not been told anyone was living in the barn, or that it had living quarters in the barn. He had spoken to the owner and real estate agents, and no mention was made of anyone living in the barn. It was also mentioned that the property had a well. Treasurer/Secretary Jennifer Sweat went to check to make sure they only were being charged for one meter, and they were. The only way the living quarter could remain is if the County had approved that prior to the property being annexed into Midway City, but the applicant would need to provide proof of this.

Mayor Johnson asked what the means to the board, if there is living quarters in the barn, what does that mean to the City? Planner Henke stated that if it hadn't been approved, it didn't need to be grandfathered in, they could put two lots on the property if they wanted to make the barn its own home, but it would need to meet the zoning requirements. Midway City does not allow living quarter in accessory structures, and so it may possibly need to be removed. This would be something that would need to be addressed at City Council.

Planner Henke presented the following regarding the possible water requirement and recommendation

- 3.72-acre parcel - area of parcel - 162,034 sq. ft.
- Impervious area for parcel – 8,000 sq. ft.
- Irrigated lot area – 3.53 acres (162,034 – 8000)
- Total irrigated acreage –  $3.53 \times 3 = 10.59$ -acre feet
- 1 existing culinary connection
- 10.59-acre feet required.

The board discussed if a change application could be done if there was a well on the property? Planner Henke stated it hasn't been mentioned, but it could be possible if there was a well. Irrigation President/Co-Chairman Farrell stated there was a well and that the well would have been approved prior to 1975, and so no water shares were placed in the well. And there was a question if the property had enough water shares? It was thought that the property had four (4) shares.

Engineer Paul Berg asked if any credit would be given for the flood plan, or Snake Creek River? City Planner stated no because all that area could be irrigated.

Irrigation President/Co-Chairman Farrell asked if there were further questions regarding this item? There was not.

**Motion: Midway Irrigation Member Brent Kelly made the motion to recommend to City Council that the Cozens Subdivision located at 840 South Stringtown Road be required to turn in 10.69-acre feet of Midway Irrigation Water. City Council Member Bob Probst seconded the motion.**

Irrigation President/Co-Chairman Farrell asked if there were further questions regarding this item? There was not

**Motion was carried unanimously for Recommendation to City Council.**

**Homestead Resort – 700 North Homestead Drive**

The applicant had requested that this item be continued at this time. Paul Berg, engineer for the project indicated that the applicant, Watts Enterprise was ready to move forward, however there is an issue with the title report, and until that is resolved they no longer want to move forward with approvals.

**Motion: Mayor Johnson made a motion that the item is continued until the applicant requests to return to the Water Advisory Board. Midway Irrigation Member Grant Kohler seconded the motion.**

Irrigation President/Co-Chairman Farrell asked if there were further questions regarding this item? There was not.

**Motion was carried unanimously.**

**Tom and Lynn Walker – Rural Preservation Subdivision Approx. 500 W. Main**

Planner Henke stated that he hadn't really discussed this property with the owner or the engineer of the project, so he wanted to present the information he did have and then would have Mike Johnston, engineer for the project fill in the blanks.

Michael Henke, City Planner presented the following regarding this property

- 7.89 acres
- RA-1-43 zoning
- One Lot
- Historically irrigated 5 acres.

The board reviewed the property via google earth. Planner Henke stated that they historically irrigated 5 acres according to the applicant, and so Planner Henke calculated the water two ways, one by only the 5 acres, and the way the board usually handle properties for the entire property.

Planner Henke presented the following regarding the possible water requirement and recommendation

- 7.89-acre parcel
  - Area of parcel – 343,688 sq. ft.
  - Impervious area for parcel – 8,000 sq. ft. ○ Irrigated lot area – 7.7 acres (343,688-8000)
  - Historic irrigated lot area (5 acres) – 4.82 acres (217,800-8000) ○ Total Irrigated acreage –  $7.7 \times 3 = 23.1$ -acre feet ○  
Total historic irrigated acreage –  $4.82 \times 3 = 14.5$  acre

- 1 culinary connection - .8-acre feet
- Total Water Requirement would be 23.9-acre feet for entire property
- Total Water Requirement would be 15.3-acre feet for 5-acre historic irrigation.

The board discussed that the entire property has and still is being flood irrigated, and they would need to hook onto the secondary water pressurized irrigation water, and there is access to that water, which they can use, however how much water did the property have? Mike Johnston, the engineer of the project stated that in talking to his clients, they only have five (5) shares of water that was given to them when they inherited the property. They aren't sure why, and he asked them to do additional research to find out.

Planner Henke asked the irrigation company if there were any easements that needed to be noted on the plat map? Irrigation President/Co-Chairman Farrell stated that the property did not require any irrigation easements.

The board discussed the shortage of water shares the property seemed to have, and wanted to know on the other Rural Preservation subdivisions did they have to have shares of water for the entire property, or remnant parcels? Planner Henke stated yes, they all had to have those shares. Mike Johnston stated he would work with his clients to find out where the other shares are. Planner Henke also stated that the water for the entire development is tied to the property through the development agreement.

Irrigation President/Co-Chairman Farrell asked if there were questions regarding this item? There was not.

**Motion: Midway Irrigation Member Grant Kohler made the motion to recommend to City Council the Tom and Lynn Walker- Rural Preservation Subdivision Approx. 500 W. Main be required to turn in 23.89-acre feet of water for the entire subdivision. City Council Member Bob Probst 2<sup>nd</sup> the motion.**

Irrigation President/Co-Chairman Farrell asked if there were questions regarding this item. There was not.

**Motion was carried unanimously for Recommendation to City Council.**

#### **New/Old Business**

Irrigation President/Co-Chairman Farrell asked if there was any other business to discuss?

Wes Johnson, City Engineer did have a couple of projects that he wanted to discuss with the board to make the Irrigation Company aware of.

600 North is currently under construction and Mike Kohler currently is reviewing the project. There are a few spots that need stubbed to different properties for irrigation water, and Mike Kohler is planning on discussing this with the irrigation company at a board meeting. The list of those that needed the stubs was given to Wes Johnson by Mike Kohler.

The city has received a grant for a walking trail from 350 South to 970 South – there is an open ditch that needs to be piped, and Wes has spoken with Mike Kohler and Gary Kohler who has the ditch in front of his home, and because the trail is going over that ditch it will need to be piped with a 24" pipe. There would not be a cost for this from the irrigation company. Irrigation President/Co-Chairman Farrell stated that it would need a cleanout, and Wes Johnson agreed with that. They discussed the location and reviewed it via google earth. It was mentioned that only a portion of the walking trail/ditch would be piped in front of Gary Kohler's home, not the entire length of the path.

Irrigation President/Co-Chairman Farrell asked if there was any other business to discuss? There was not.

Irrigation Member Grant Kohler made a motion to adjourn. City Council Member Bob Probst 2<sup>nd</sup> the motion. It was carried unanimously. Meeting adjourned at 7:00 p.m.

DRAFT

June 3, 2019

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*Havin Farms (Higginson Subdivision)  
1170 South Center Street*

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MIDWAY CITY  
Planning Office

75 North 100 West  
Midway, Utah 84049

Phone: 435-654-3223 x105  
Fax: 435-654-2830  
mhenke@midwaycityut.org

Midway Water Advisory Application

Applicant or Authorized Representative:

Name: Steve Quesenberry Phone: 801 885 2872 Fax: —

Mailing Address: 1190 Spring Creek Place AZ City: Springville State: UT Zip: 84663

E-mail Address: Steve @ Kitts group . com

Project Name: Haven Farms (Higginson subdivision)

Location: 1170 S Center St Midway UT

Total Acreage: 67 Number of Units: 13 lots (rural subdivision)

Historically Irrigated Area: @ 60 acres

Irrigated Land acreage in proposed development: 50.57 (see attached)

Existing Water Connections: 44.5 shares midway Irrigation + well

Comments: see attached for our calculations; some water will need to go to city, some to midway irrigation

Please submit with application Site Plans, Plat Maps, Drawings or any information that pertains to water calculations.

FOR OFFICE USE ONLY

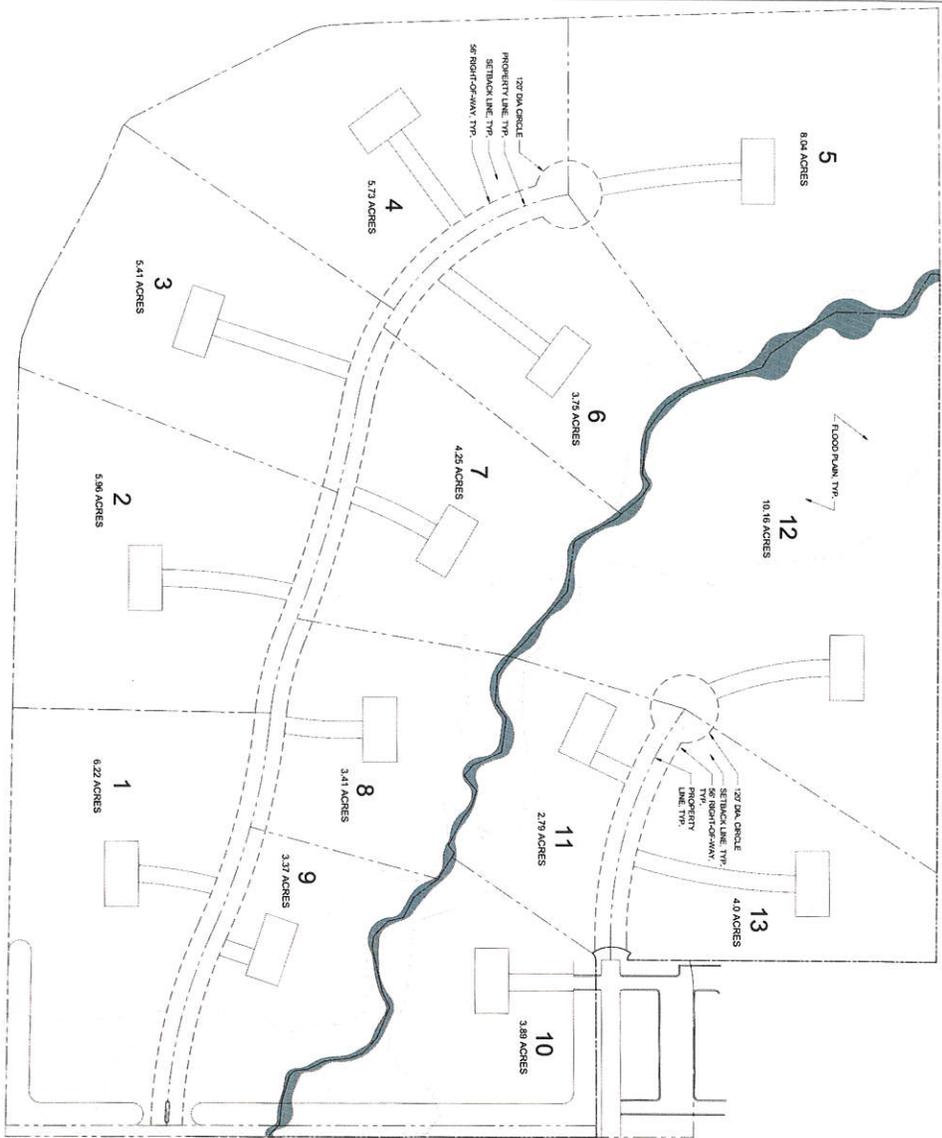
STAFF:

Date Received: 01/20/2019  
Received By: B. Wood  
Fee Paid: 325.00 V#2055

Application Number: \_\_\_\_\_  
Zone: \_\_\_\_\_  
Tax ID Number: \_\_\_\_\_

PLANNER:

Complete / Incomplete  
Date: \_\_\_\_\_ Reviewed by: \_\_\_\_\_



HAVEN FARMS - SOUTH			
INSIDE WATER USE			
Use	Units	Requirement	Required Rights
Scenario 1	9	0.00	0.00
Scenario 2	9	0.00	0.00

HAVEN FARMS - NORTH			
INSIDE WATER USE			
Use	Units	Requirement	Required Rights
Scenario 1	4	0.00	0.00
Scenario 2	4	0.00	0.00

HAVEN FARMS - SOUTH							
IRRIGATED AREA							
Lot #	Total Area (ac)	Flood Zone Area (ac)	Inspurious Area (ac)	Irrigated Area (ac)	Irrigation Duty (ac-ft)	Water Rights Requirement (ac-ft)	Required Rights (ac-ft)
1	6.22	0.00	0.74	5.48	3.00	16.44	16.44
2	5.41	0.00	0.56	4.86	3.00	14.57	14.57
3	5.73	0.00	0.38	5.35	3.00	16.05	16.05
4	5.94	0.00	0.42	5.52	3.00	16.56	16.56
5	4.25	0.47	0.51	3.78	3.00	11.34	11.34
6	3.41	0.41	0.50	2.90	3.00	8.70	8.70
7	3.41	0.41	0.50	2.90	3.00	8.70	8.70
8	3.41	0.41	0.50	2.90	3.00	8.70	8.70
9	3.41	0.41	0.50	2.90	3.00	8.70	8.70
10	3.41	0.41	0.50	2.90	3.00	8.70	8.70
11	3.41	0.41	0.50	2.90	3.00	8.70	8.70
12	18.16	18.16	0.00	0.00	0.00	0.00	0.00
13	4.00	0.00	0.00	4.00	3.00	12.00	12.00
TOTAL	45.17	1.37	0.55	37.25	30.00	114.93	114.93

HAVEN FARMS - NORTH							
IRRIGATED AREA							
Lot #	Total Area (ac)	Flood Zone Area (ac)	Inspurious Area (ac)	Irrigated Area (ac)	Irrigation Duty (ac-ft)	Water Rights Requirement (ac-ft)	Required Rights (ac-ft)
1	2.89	0.00	0.27	2.62	3.00	7.86	7.86
2	2.89	0.00	0.27	2.62	3.00	7.86	7.86
3	2.89	0.00	0.27	2.62	3.00	7.86	7.86
4	2.89	0.00	0.27	2.62	3.00	7.86	7.86
5	2.89	0.00	0.27	2.62	3.00	7.86	7.86
6	2.89	0.00	0.27	2.62	3.00	7.86	7.86
7	2.89	0.00	0.27	2.62	3.00	7.86	7.86
8	2.89	0.00	0.27	2.62	3.00	7.86	7.86
9	2.89	0.00	0.27	2.62	3.00	7.86	7.86
10	2.89	0.00	0.27	2.62	3.00	7.86	7.86
11	2.89	0.00	0.27	2.62	3.00	7.86	7.86
12	10.16	4.50	0.45	5.11	3.00	15.34	15.34
13	4.00	0.00	0.00	4.00	3.00	12.00	12.00
TOTAL	20.85	4.50	0.87	15.48	30.00	87.89	87.89

HAVEN FARMS				
WATER RIGHTS FENS SITE				
Site	Inside Irrigation (ac-ft)	Total Irrigation (ac-ft)	Share (ac-ft)	Share (%)
South	7.20	113.80	121.00	40.34
North	3.20	37.89	41.09	13.70
TOTAL	10.40	151.69	162.09	54.04

CLIENT NAME  
CLIENT ADDRESS  
CLIENT PHONE  
CLIENT EMAIL



WEST JORDAN, UTAH, 84088  
OFFICE 801-492-4240  
INFO@PEC.US.COM

HAVEN FARMS

PROJECT INFORMATION

DATE: 06-13-2019  
PROJECT: UT 17-037.01

DESIGNER: [Blank]  
CHECKED BY: [Blank]  
DATE: [Blank]

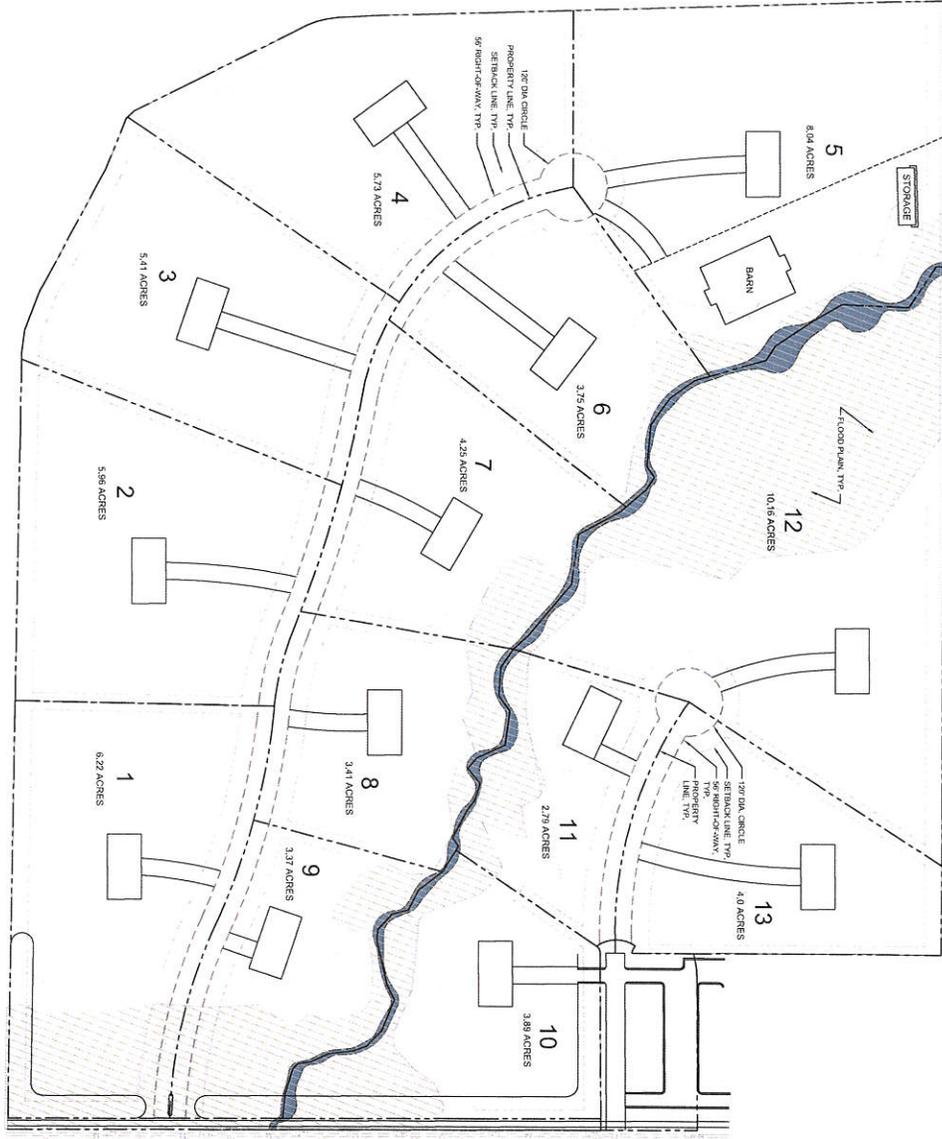
NO.	REVISION	DATE
1		
2		
3		
4		
5		
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7		
8		
9		
10		



SCALE: 1" = 100'  
GRAPHIC SCALE: 1" = 100'

WATER RIGHTS ANALYSIS

IR-01



HAVEN FARMS - SOUTH			
INSIDE WATER USE			
Use	Units	Water Right Requirement (ac-ft)	Required Rights (ac-ft)
Schedule Use	9	0.83	7.20
Use	Units	Water Right Requirement (ac-ft)	Required Rights (ac-ft)
Schedule Use	4	0.00	3.20

HAVEN FARMS - NORTH			
INSIDE WATER USE			
Use	Units	Water Right Requirement (ac-ft)	Required Rights (ac-ft)
Schedule Use	4	0.00	3.20

HAVEN FARMS - SOUTH						
IRRIGATED AREA						
Lot #	Total Area (ac-ft)	Flood Zone Area (ac-ft)	Impermeable Area (ac-ft)	Irrigated Area (ac-ft)	Impervious Area (ac-ft)	Required Water Rights (ac-ft)
1	6.22	0.00	0.74	5.48	3.00	16.14
2	5.96	0.00	0.58	5.38	3.00	15.47
3	5.73	0.00	0.58	5.15	3.00	14.87
4	5.73	0.00	0.58	5.15	3.00	14.87
5	6.04	0.48	3.22	4.33	3.00	11.00
6	3.75	0.30	0.62	2.83	3.00	8.48
7	3.41	0.41	0.50	2.90	3.00	7.50
8	3.41	0.41	0.50	2.90	3.00	7.50
9	3.27	1.37	0.55	1.45	3.00	4.36
TOTAL	46.14	3.37	15.16	35.16	37.89	105.48

HAVEN FARMS - NORTH						
IRRIGATED AREA						
Lot #	Total Area (ac-ft)	Flood Zone Area (ac-ft)	Impermeable Area (ac-ft)	Irrigated Area (ac-ft)	Impervious Area (ac-ft)	Required Water Rights (ac-ft)
10	3.89	1.09	0.27	2.53	3.00	7.60
11	2.79	0.82	0.32	1.65	3.00	4.86
12	4.00	0.00	0.67	3.33	3.00	10.00
TOTAL	20.85	2.91	1.26	12.63	37.89	37.89

HAVEN FARMS			
WATER RIGHTS PER SITE			
Site	Inside Irrigation (ac-ft)	Total (ac-ft)	Shut-off (1 Perf.3 ac-ft)
South	3.20	37.89	13.70
North	3.20	37.89	13.70
TOTAL	6.40	75.78	27.40

CONTRACT NO. 17-037.01

JEANETTE S. HIGGINSON TRUST  
STEVEN QUESBERRY

**EPPEC**  
PROJECT ENGINEERING CONSULTANTS  
966 WEST 9000 SOUTH  
WEST JORDAN, UTAH, 84088  
OFFICE: 801-485-4240  
INFO@EPPEC.COM

PROJECT INFORMATION  
**HAVEN FARMS**

DATE: 06-25-2019  
UT 17-037.01

NO.	REVISION	DATE
1		
2		
3		
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10		

STATE OF UTAH  
DIVISION OF WATER RESOURCES  
811  
UTAH WATER RIGHTS ADMINISTRATION  
150 WEST 1500 SOUTH, SUITE 100  
SALT LAKE CITY, UT 84119

WATER RIGHTS ANALYSIS  
SHEET NUMBER: IR-01

**HAVEN FARMS - WATER RIGHTS ANALYSIS**

6.25.2019

<b>HAVEN FARMS - SOUTH INSIDE WATER USE</b>			
<b>Use</b>	<b>Units</b>	<b>Water Right Requirement (ac-ft)</b>	<b>Required Rights (ac-ft)</b>
Subdivision lot	9	0.80	7.20

<b>HAVEN FARMS - NORTH INSIDE WATER USE</b>			
<b>Use</b>	<b>Units</b>	<b>Water Right Requirement (ac-ft)</b>	<b>Required Rights (ac-ft)</b>
Subdivision lot	4	0.80	3.20

<b>HAVEN FARMS - SOUTH IRRIGATED AREA</b>						
<b>Lot #</b>	<b>Total Area (ac)</b>	<b>Flood Zone Area (ac)</b>	<b>Impervious Area (ac)</b>	<b>Irrigated Area (ac)</b>	<b>Irrigation Duty (ac-ft/acre)</b>	<b>Required Water Rights (ac-ft)</b>
1	6.22	0.00	0.74	5.48	3.00	16.44
2	5.96	0.00	0.58	5.38	3.00	16.14
3	5.41	0.00	0.55	4.86	3.00	14.57
4	5.73	0.00	0.58	5.15	3.00	15.46
5	8.04	0.49	3.22	4.33	3.00	13.00
6	3.75	0.30	0.62	2.83	3.00	8.48
7	4.25	0.47	0.61	3.18	3.00	9.53
8	3.41	0.41	0.50	2.50	3.00	7.50
9	3.37	1.37	0.55	1.45	3.00	4.36
<b>TOTAL</b>	<b>46.14</b>			<b>35.16</b>		<b>105.48</b>

<b>HAVEN FARMS - NORTH IRRIGATED AREA</b>						
<b>Lot #</b>	<b>Total Area (ac)</b>	<b>Flood Zone Area (ac)</b>	<b>Impervious Area (ac)</b>	<b>Irrigated Area (ac)</b>	<b>Irrigation Duty (ac-ft/acre)</b>	<b>Required Water Rights (ac-ft)</b>
10	3.89	1.09	0.27	2.53	3.00	7.60
11	2.79	0.62	0.52	1.65	3.00	4.95
12	10.16	4.60	0.45	5.11	3.00	15.34
13	4.00	0.00	0.67	3.33	3.00	10.00
<b>TOTAL</b>	<b>20.85</b>			<b>12.63</b>		<b>37.89</b>

<b>HAVEN FARMS WATER RIGHTS PER SITE</b>				
<b>Site</b>	<b>Inside (ac-ft)</b>	<b>Irrigation (ac-ft)</b>	<b>Total (ac-ft)</b>	<b>Shares (1 per 3 ac-ft)</b>
South	7.20	105.48	112.68	37.56
North	3.20	37.89	41.09	13.70
<b>TOTAL</b>			<b>153.77</b>	<b>51.26</b>

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*Bonner Landing  
155 East 100 South*

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**MIDWAY CITY**  
Planning Office

75 North 100 West  
Midway, Utah 84049

Phone: 435-654-3223 x105  
Fax: 435-654-2830  
mhenke@midwaycityut.org

**Midway Water Advisory Application**

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**Applicant or Authorized Representative:**

Name: Chris Clifford Phone: 801-550-9090 Fax: \_\_\_\_\_

Mailing Address: 2715 Swasont Way City: Holladay State: Utah Zip: 84117

E-mail Address: cj.clifford@comcast.net

**Project Name:** Bonner Landing

Location: 155 East 100 South

Total Acreage: 1.21 Number of Units: 4 Historically Irrigated Area: 1.21

Existing Water Connections: 0

**Comments:**

Culinary water and irrigation infrastructure for this subdivision is being built with the Bonner Meadows subdivision.

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**Please submit with application Site Plans, Plat Maps, Drawings or any information that pertains to water calculations.**

**Please read and sign before application submittal**

I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time, I expect that my application will be processed within a reasonable time.

Signature of Owner or Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

<b>STAFF:</b>	
Date Received: _____	Application Number: _____
Received By: _____	Zone: _____
Fee Paid: _____	Tax ID Number: _____
<b>PLANNER:</b>	
Complete / Incomplete	
Date: _____ Reviewed by: _____	

**BASIS OF BEARING**

NORTH 89°54'33" EAST - BEING THE SOUTH LINE OF THE SOUTHWEST QUARTER SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, CITY OF MIDWAY, WASATCH COUNTY, UTAH, SHOWN ON A DEPENDENT RESURVEY OF PORTIONS OF TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, WASATCH COUNTY, UTAH, FILED IN THE PUBLIC SURVEYORS OFFICE ON 08-14-2001, 9-0701 ON FILE IN THE PUBLIC SURVEYORS OFFICE.

**SURVEYOR'S CERTIFICATE**

I, MARK A. BYRD, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 1602008 AS PRESCRIBED BY THE UTAH PROFESSIONAL LAND SURVEYORS ACT, CHAPTER 2, SECTION 2-201, AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREET AND EASEMENTS.

**BOUNDARY DESCRIPTION**

BEINGING AT A POINT WHICH IS NORTH 108.86 FEET AND WEST 204.020 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;  
 THENCE NORTH 02°05'01" EAST 130.28 FEET;  
 THENCE SOUTH 89°44'59" EAST 90.00 FEET;  
 THENCE NORTH 09°49'51" EAST 72.03 FEET;  
 THENCE SOUTH 89°49'54" EAST 72.08 FEET;  
 THENCE SOUTH 89°49'54" EAST 72.08 FEET;  
 THENCE SOUTH 89°41'30" EAST 196.73 FEET;  
 THENCE SOUTH 01°49'55" WEST 130.67 FEET;  
 POINT OF BEGINNING  
 CONTAINING 1.27 ACRES

**OWNER'S DEDICATION**

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED (OWNER) OF THE FOREGOING TRACT OF LAND HAS HEREBY DEDICATED AND SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND EASEMENTS, AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE DECLARATION OF DEDICATION, THE UNDERSIGNED HAS HEREBY DEDICATED THE FOREGOING EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND EMERGENCY VEHICLE ACCESS.

**ACKNOWLEDGMENT**

STATE OF UTAH } S.S.  
 COUNTY OF WASATCH }  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME, \_\_\_\_\_, A PUBLIC OFFICER WHO DULY ACKNOWLEDGED TO ME THAT HE/SHE DO EXECUTE THE SAME IN THE CAPACITY INDICATED.  
 MY COMMISSION EXPIRES \_\_\_\_\_

**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.  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_  
 APPROVED MAYOR \_\_\_\_\_ CLERK-RECORDER  
 APPROVED CITY ENGINEER \_\_\_\_\_ APPROVED CITY ATTORNEY \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE  
 MIDWAY CITY PLANNING COMMISSION  
 PLANNING DIRECTOR \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

**BONNER LANDING SUBDIVISION**

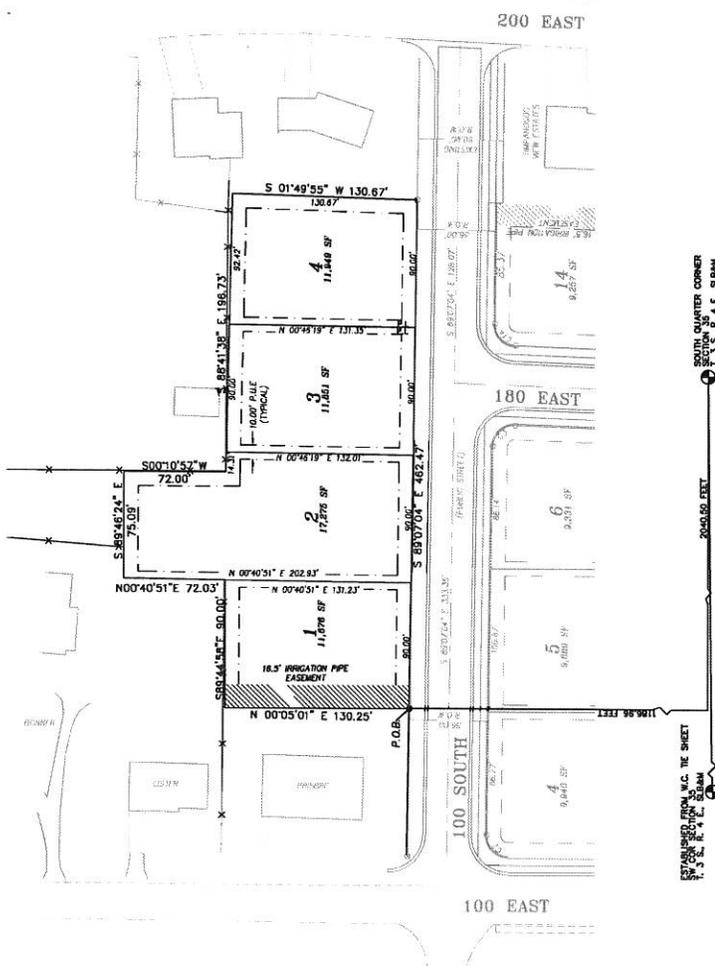
MIDWAY CITY, WASATCH COUNTY, STATE OF UTAH  
 SCALE: 1" = 40 FEET



**ADDRESS TABLE**

LOT	ADDRESS
1	127 EAST 100 SOUTH
2	143 EAST 100 SOUTH
3	159 EAST 100 SOUTH
4	171 EAST 100 SOUTH

- IRRIGATION PIPE EASEMENT NOTES:**
- THE IRRIGATION PIPE EASEMENT ON LOT 1, 2, 3 AND 4, IS TO BE USED FOR IRRIGATION COMPANY FOR MAINTENANCE, OPERATION, ETC. OF THE IRRIGATION SYSTEM. THE IRRIGATION PIPE SHALL NOT INTERFERE WITH OR CHANGE FUNCTION OF THE IRRIGATION PIPE.



DATE: \_\_\_\_\_  
 WASATCH COUNTY SURVEYOR

DATE: \_\_\_\_\_  
 MIDWAY IRRIGATION COMPANY

DATE: \_\_\_\_\_  
 MIDWAY SANITATION DISTRICT

COUNTY RECORDER

DATE OF SURVEY: JAN 2008  
 SURVEYOR  
 MARK A. BYRD, R.L.S. #1602008  
 1000 WEST 1000 SOUTH  
 SALT LAKE CITY, UT 84110  
 PHONE: (801) 462-0400

**ALL BONNERS LANDING UTILITY IMPROVEMENTS WILL BE BUILT WITH BONNER MEADOWS**

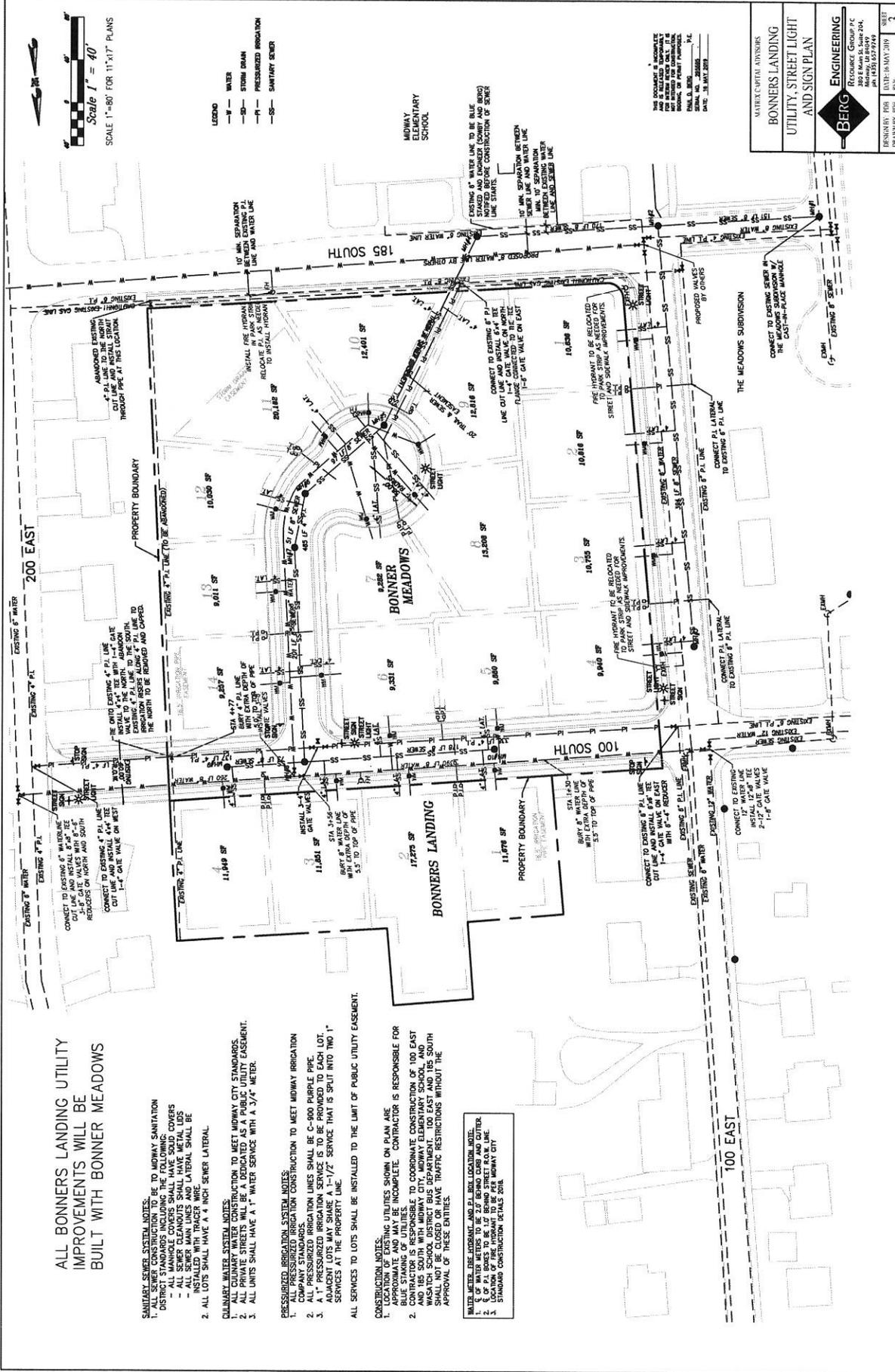
- SANITARY SEWER SYSTEM NOTES:**
1. ALL SEWER CONSTRUCTION TO BE TO MIDWAY SANITATION DISTRICT STANDARDS INCLUDING THE FOLLOWING:
    - ALL SEWER MAIN LINES AND LATERAL SHALL BE 4" INCH SEWER LATERAL.
    - ALL SEWER MAIN LINES AND LATERAL SHALL BE 4" INCH SEWER LATERAL.
  2. ALL LOTS SHALL HAVE A 4" INCH SEWER LATERAL.
- UTILITY WATER SYSTEM NOTES:**
1. ALL UTILITY WATER CONSTRUCTION TO MEET MIDWAY CITY STANDARDS.
  2. ALL UTILITY WATER CONSTRUCTION TO MEET MIDWAY CITY STANDARDS.
  3. ALL LOTS SHALL HAVE A 1" WATER SERVICE WITH A 3/4" WATER SERVICE.

- PRESSURIZED IRRIGATION SYSTEM NOTES:**
1. ALL PRESSURIZED IRRIGATION CONSTRUCTION TO MEET MIDWAY IRRIGATION COMPANY STANDARDS.
  2. ALL PRESSURIZED IRRIGATION LINES SHALL BE C-900 PURPLE PIPE.
  3. A 1" PRESSURIZED IRRIGATION SERVICE IS TO BE PROVIDED TO EACH LOT.

ALL SERVICES TO LOTS SHALL BE INSTALLED TO THE LIMIT OF PUBLIC UTILITY EASEMENT.

- CONSTRUCTION NOTES:**
1. APPROXIMATE AND MAY BE INCOMPLETE. CONTRACTOR IS RESPONSIBLE FOR BLUE STAMPING OF UTILITIES.
  2. CONTRACTOR IS TO COORDINATE CONSTRUCTION OF 100 EAST AND 185 SOUTH WITH MIDWAY CITY, MIDWAY ELEMENTARY SCHOOL, AND WASHATCH SCHOOL DISTRICT BUS DEPARTMENT. 100 EAST AND 185 SOUTH SHALL NOT BE CLOSED OR HAVE TRAFFIC RESTRICTIONS WITHOUT THE APPROVAL OF THESE ENTITIES.

- WATER METER, DIE LATERAL AND P.I. LINE LOCATION NOTES:**
1. 1" OF WATER METERS TO BE 2.2' FROM CURB AND CUTTER.
  2. LOCATION OF DIE LATERAL TO BE PER MIDWAY CITY.
  3. STANDARD CONSTRUCTION DETAILS 2018.



DATE: 18 MAY 2019  
 DRAWN BY: PDS  
 CHECKED BY: PDS  
 PROJECT NO.: 2018000  
 SHEET NO.: 3

WATER CAPITAL ADVISORS  
**BONNERS LANDING UTILITY, STREET LIGHT AND SIGN PLAN**  
  
 BERG ENGINEERING  
 RESOURCE GROUP P.C.  
 300 E Main St, Suite 204,  
 Provo, UT 84601  
 PH: 435.559.9749  
 FAX: 435.559.9749  
 DATE: 18 MAY 2019  
 DRAWN BY: PDS  
 CHECKED BY: PDS  
 SHEET NO.: 3

---

*Raynor Subdivision*  
*565 North River Road*

---



MIDWAY CITY  
Planning Office

75 North 100 West  
Midway, Utah 84049

Phone: 435-654-3223 x105  
Fax: 435-654-2830  
mhenke@midwaycityut.org

Midway Water Advisory Application

Applicant or Authorized Representative:

Name: Eric Raynor Phone: 801-518-8878 Fax: \_\_\_\_\_

Mailing Address: 497 Mission Drive City: Midway State: Utah Zip: 84049

E-mail Address: eric@porcupinepub.com

Project Name: Raynor Subdivision

Location: 565 North River Road

Total Acreage: 0.99 Number of Units: 1 Historically Irrigated Area: unknown

Existing Water Connections: 0

Comments:

The wetlands delineation for the property shows 0.59 acres as wetlands.  
The applicant is submitting an application to the Corp of Engineers to  
remove 0.01 acres of wetlands. Please see the attached map for more  
information.

**Please submit with application Site Plans, Plat Maps, Drawings or any information that pertains to water calculations.**

**Please read and sign before application submittal**

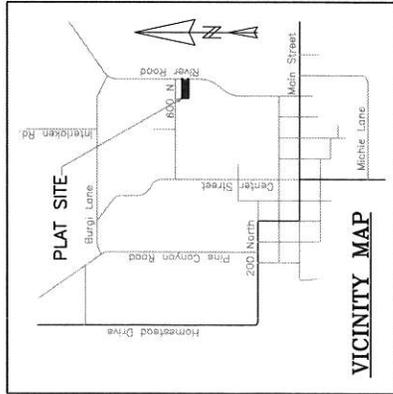
I declare under penalty of perjury that I am the owner or authorized agent of the property subject to this request and the foregoing statements, answers and attached documents are true and correct. As the applicant for this proposal, I understand that my application is not deemed complete until the Planning Office has reviewed the application. I further understand I will be notified when my application has been deemed complete. At that time, I expect that my application will be processed within a reasonable time.

Signature of Owner or Agent: [Signature] Date: 7/19/19

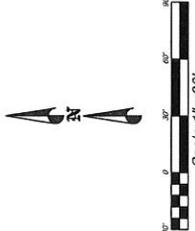
FOR OFFICE USE ONLY

<b>STAFF:</b>			
Date Received: _____	Received By: _____	Application Number: _____	Zone: _____
Fee Paid: _____		Tax ID Number: _____	
<b>PLANNER:</b>			
Complete / Incomplete	Date: _____	Reviewed by: _____	

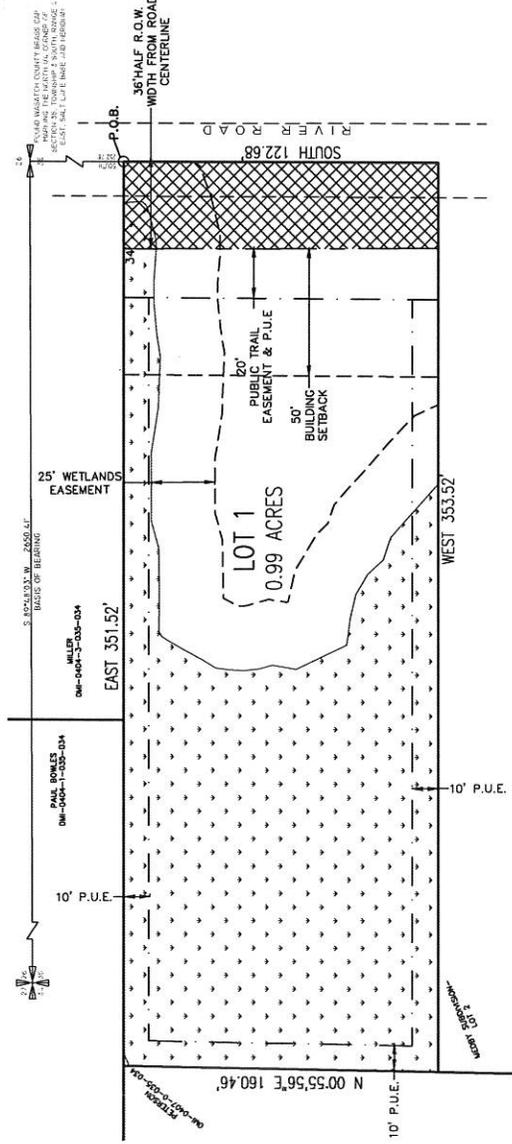
# RAYNOR SUBDIVISION



NW QUARTER OF SECTION 35 TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN



LOT	ADDRESS
1	1565 N 500 E RIVER ROAD



**SURVEYOR'S CERTIFICATE**  
 IN ACCORDANCE WITH SECTIONS 10-64-603 OF THE UTAH CODE, I, TROY L. TAYLOR, LICENSE NUMBER 864112 IN ACCORDANCE WITH TITLE 63, CHAPTER 22, OF THE UTAH CODE, HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.  
 I HEREBY CERTIFY THAT I HAVE COMPLETED A SURVEY OF THIS PROPERTY DESCRIBED ON THE PLAT IN ACCORDANCE WITH THE UTAH CODE AND THE UTAH SURVEYING ACT. I HAVE VERIFIED ALL MEASUREMENTS AND HAVE PLACED MONUMENTS AS REPRESENTED ON THE PLAT.

**BOUNDARY DESCRIPTION**  
 BEGINNING AT A POINT WHICH IS SOUTH 232.70 FEET FROM THE POINT OF BEGINNING OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, THENCE EAST 301.52 FEET; THENCE NORTH 07°05'58" EAST 122.70 FEET; THENCE SOUTH 122.68 FEET TO THE POINT OF BEGINNING. CONTAINING: 0.99 ACRES

**OWNER'S DEDICATION**  
 KNOW ALL MEN BY THESE PRESENTS THAT TROY L. TAYLOR, SURVEYOR, HAS CAUSED THE PROPERTY DESCRIBED HEREON TO BE SUBDIVIDED INTO LOTS, PUBLIC STREETS, AND PUBLIC UTILITIES AND HAS HEREBY DEDICATED THOSE AREAS TO THE PUBLIC AS PUBLIC UTILITIES, PUBLIC STREETS, PUBLIC TRAILS AND EMERGENCY VEHICLE ACCESS.

**ACKNOWLEDGMENT**  
 STATE OF UTAH } S.S.  
 COUNTY OF WASHINGTON }  
 I, \_\_\_\_\_, A.S. OR PERSONALLY APPEARED TO ME, \_\_\_\_\_, A.S. OR PERSONALLY APPEARED TO ME THAT HE/SHE DID EXECUTE THE SAME IN THE CAPACITY INDICATED.  
 MY COMMISSION EXPIRES: \_\_\_\_\_ MONTH PUBLIC

**ACCEPTANCE BY MIDWAY CITY**  
 THE CITY COMMISSION OF MIDWAY CITY, WASHINGTON COUNTY, STATE OF UTAH, HAS REVIEWED THIS PLAT AND HAS ACCEPTED THE DEDICATION OF LOTS, EASEMENTS, STREETS AND PUBLIC RIGHTS-OF-WAY HEREON SHOWN.  
 THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

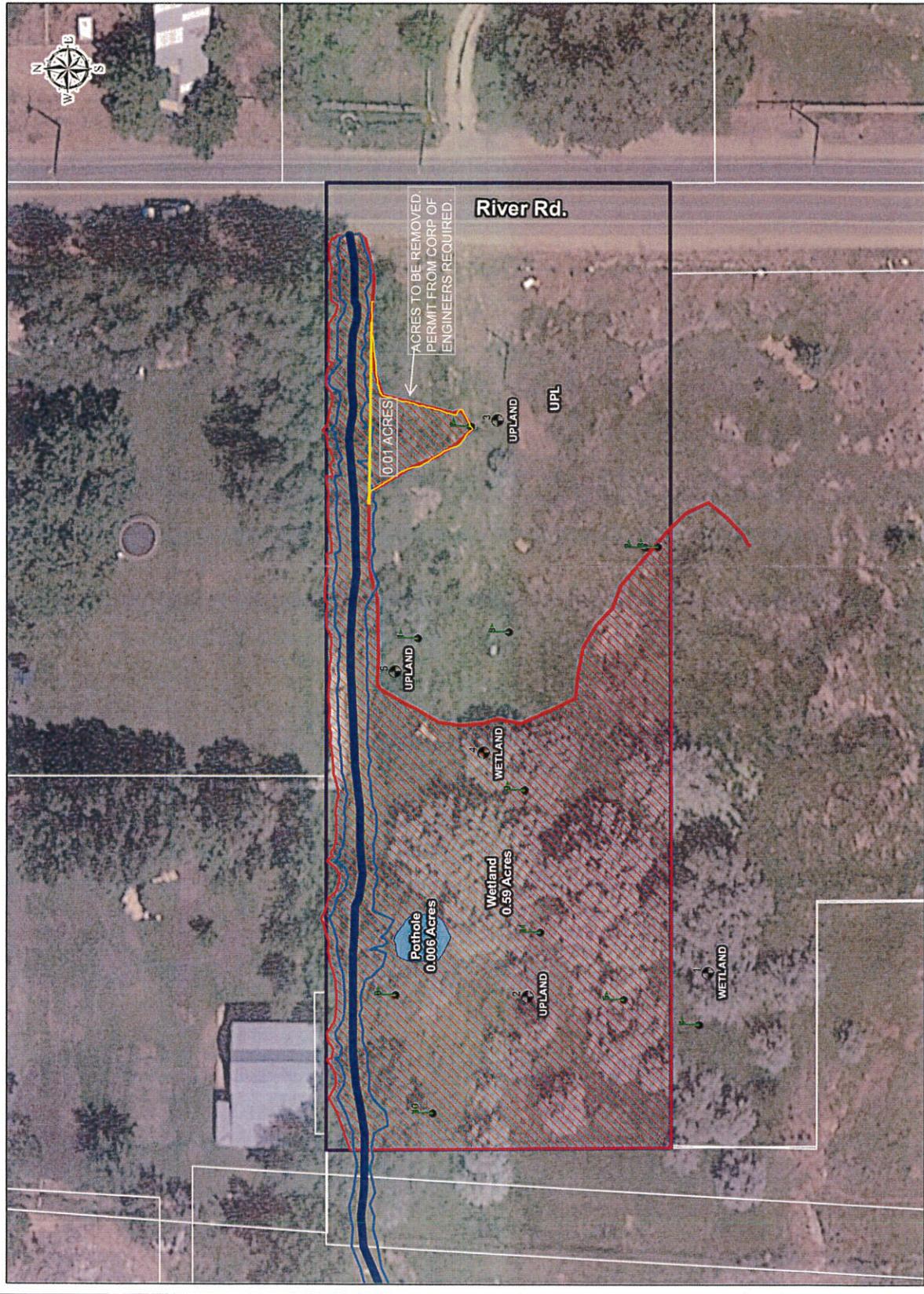
APPROVED: MAYOR \_\_\_\_\_ ATTEST: CLERK-RECORDER (SEE SIGNATURE)  
 APPROVED: CITY ENGINEER \_\_\_\_\_ APPROVED: CITY ATTORNEY \_\_\_\_\_

**PLANNING COMMISSION APPROVAL**  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE MIDWAY CITY PLANNING COMMISSION  
 PLANNING DIRECTOR: \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION

**COUNTY SURVEYOR'S CERTIFICATE**  
 APPROVED AS TO FORM ON THIS DAY OF \_\_\_\_\_ 20\_\_\_\_  
 COUNTY SURVEYOR: \_\_\_\_\_ DATE: \_\_\_\_\_  
 COUNTY RECORDER: \_\_\_\_\_ DATE: \_\_\_\_\_

REVISIONS:  
 TROY L. TAYLOR, P.L.S.  
 2200 WEST LANE 200 WEST  
 HERBIE CITY, UT 84020  
 PHONE (801) 857-9746  
 DATE OF SURVEY: MAY 24, 2018

<b>LEGEND</b>	Date Point	SOURCE WASATCH COUNTY AND UTAH AGRC IMAGERY
	Hydrology Test Pit	
High Water Mark	Pothole 0.006 Acres	<b>Ahorizon Resources LLC David Gardner 435-714-1168</b>
+/- 5' Wide Channel	Wetland 0.59 Acres	
	Property Boundary	<b>DATE</b> 1/14/2018
	Parcels	
		REVISIONS
		DRAWN: JRC
		CHECKED: JRC
		REVIEWED: DSG
		PROJECT # 18SMZ791
		<b>SCALES</b>
	HORIZ. 1"=30 FT (11"x17")	
	<b>PROJECT NAME:</b> Ken Craig 565 N 500 E (River Road) Midway, UT 84049	
	<b>SHEET TITLE:</b> WETLAND MAP	
	<b>PLAN SET:</b> PRELIM.	<b>APPENDIX:</b> X



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*Midway Crest Subdivision  
Located in Wasatch County*

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## Jennifer Sweat

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**From:** Paul Berg <paul@bergeng.net>  
**Sent:** Friday, July 19, 2019 9:58 AM  
**To:** Jennifer Sweat  
**Cc:** Steve Farrell; Michael Henke  
**Subject:** Midway Crest Subdivision  
**Attachments:** 02\_PLAT-Model.pdf; 04\_WATER PLAN-4.pdf; 05\_PI PLAN-5.pdf

Jennifer

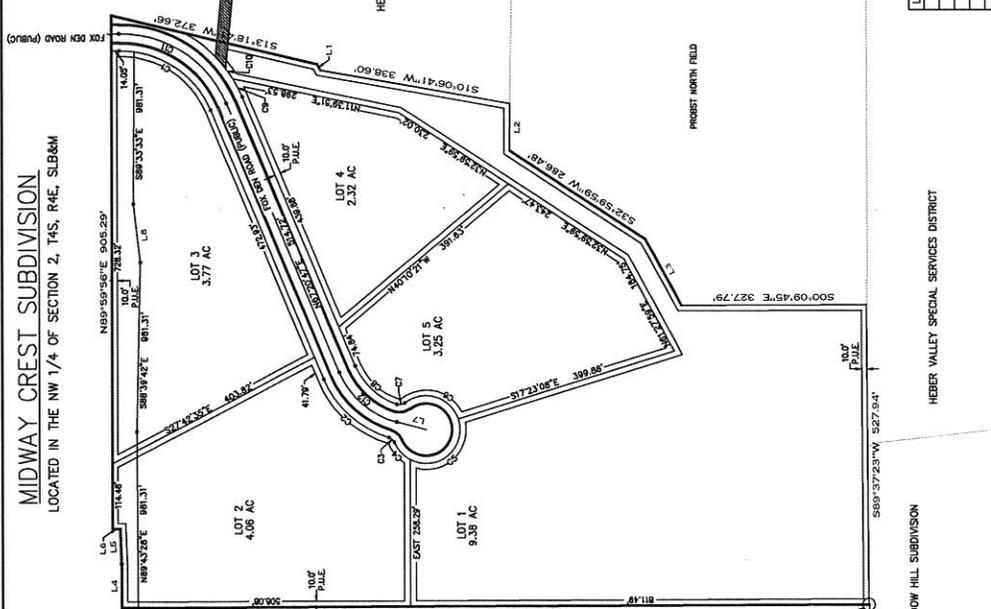
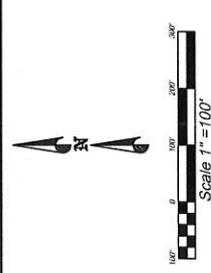
Attached is the plat, culinary water plan and pressurized irrigation plan for the Midway Crest Subdivision. This subdivision is in Wasatch County and is being processed as a small scale subdivision by the County Planning Department. This subdivision appeared before the Wasatch County Water Board on June 4, 2019. During the county meeting, Steve Farrell recommended that this item be reviewed by the Midway Water Board. Since then the Midway City Council has approved a will serve agreement for this subdivision.

I would like to comply with the recommendation from Steve Farrell but it may not be necessary with the recently approved will serve agreement. Please review this and place this item on the August agenda if needed.

Thanks for assistance.

Paul Berg  
Berg Engineering

**MIDWAY CREST SUBDIVISION**  
 LOCATED IN THE NW 1/4 OF SECTION 2, T4S, R4E, S18&M



**LINE TABLE**

LINE	LENGTH	DIRECTION
L1	11.97	S80°21'18"W
L2	82.78	N89°53'06"E
L3	132.84	S87°25'06"W
L4	77.03	N89°59'56"E
L5	61.98	N87°29'17"E
L6	13.38	N00°27'02"E
L7	53.39	N14°53'58"E
L8	103.42	N82°30'11"E

**CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	294.25	176.00	89°30'28"	182.18	N21°31'E
C2	199.53	186.00	80°48'30"	134.36	N31°31'E
C3	13.42	15.00	91°14'38"	12.87	N38°42'22"E
C4	40.73	65.00	38°58'57"	40.01	N51°33'E
C5	144.91	80.00	138°03'3"	113.03	N48°03'30"W
C6	114.38	80.00	109°13'39"	97.85	N18°13'39"W
C7	14.80	15.00	96°30'58"	14.50	N33°29'27"E
C8	103.04	120.00	49°11'53"	99.80	N40°48'7"E
C9	38.37	230.00	9°33'	38.33	N80°36'21"E
C10	118.09	230.00	29°23'5"	116.80	N60°24'29"E
C11	240.30	200.00	88°30'28"	228.10	N27°31'E
C12	138.19	150.00	52°48'48"	133.34	N37°13'11"E

**ADDRESS TABLE**

LOT	ADDRESS
1	XX SOUTH FOX DEN ROAD
2	XX SOUTH FOX DEN ROAD
3	XX SOUTH FOX DEN ROAD
4	XX SOUTH FOX DEN ROAD
5	XX SOUTH FOX DEN ROAD

**HEBER VALLEY SPECIAL SERVICES DISTRICT**  
 PUBLIC UTILITY EASEMENT  
 SEWER EASEMENT  
 EASEMENT FOR HOIKES ACCESS  
 SEWER PIPING AND OVERHEAD  
 PIPING

**MEADOW HILL SUBDIVISION**  
 PUBLIC UTILITY EASEMENT  
 PROPOSED NORTH FIELD

**BOUNDARY DESCRIPTION**  
 BEGINS AS A POINT BEING LOCATED NORTH 16.54 FEET AND EAST 177.61 FEET FROM THE WEST 1/4 CORNER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE COUNTY, UTAH.

**OWNER'S DEDICATION AND CONSENT TO RECORD**  
 KNOW ALL MEN PRESENTS THAT I, THE UNDERSIGNED OWNER OF THE TRACTS OF LAND SHOWN AND DESCRIBED IN THIS INSTRUMENT, DO HEREBY DEDICATE TO THE PUBLIC AND DO HEREBY REVOKE FOR THE LAND SHOWN ON THIS PLAT AS INTENDED FOR PUBLIC USE, AND ALL PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT, AND DO HEREBY CONSENT TO THE RECORDING OF THIS PLAT IN THE OFFICIAL RECORDS OF WASATCH COUNTY, UTAH, AND HEREBY WAIVES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

**ACKNOWLEDGMENT**  
 EMILY FELD \_\_\_\_\_  
 STATE OF UTAH \_\_\_\_\_  
 COUNTY OF \_\_\_\_\_  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, PERSONALLY APPEARED BEFORE ME \_\_\_\_\_, COUNTY CLERK, WHO IS FULLY QUALIFIED TO ADMINISTER OATHS, AND VOLUNTARILY AND FOR THE USES AND PURPOSES HEREIN MENTIONED.

**BY COMMISSION EXPERTS**  
 SURVEYOR'S CERTIFICATE  
 IN ACCORDANCE WITH SECTION 10-84-403 OF THE UTAH CODE, I, \_\_\_\_\_, A LICENSED SURVEYOR, HAVE A CAREFULLY EXAMINED THE PLAT AND THE FIELD NOTES AND SURVEY RECORDS AND HAVE CONCLUDED THAT THE PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE PLAT AS DESCRIBED ON THE PLAT IN ACCORDANCE WITH SECTION 10-84-403 OF THE UTAH CODE.

**COUNTY EXECUTIVE**  
 THE COUNTY OF WASATCH APPROVES THIS DEDICATION OF PUBLIC UTILITY EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC, SUBJECT TO THE FOLLOWING CONDITIONS:  
 COUNTY EXECUTIVE \_\_\_\_\_  
 COUNTY CLERK \_\_\_\_\_  
 WASATCH COUNTY SHERIFF'S OFFICE \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO THE FOLLOWING CONDITIONS:  
 WASATCH COUNTY SHERIFF \_\_\_\_\_  
 WASATCH COUNTY WATER RESOURCES \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITH THE FOLLOWING CONDITIONS:  
 COUNTY SURVEYOR \_\_\_\_\_  
 DIRECTOR \_\_\_\_\_  
 COUNTY ENGINEERING DEPARTMENT \_\_\_\_\_  
 APPROVED AS TO FORM ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BY THE COUNTY PLANNING OFFICE:  
 WASATCH COUNTY FIRE CHIEF \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, WITH THE FOLLOWING CONDITIONS:  
 COUNTY PLANNING OFFICE \_\_\_\_\_  
 COUNTY ENGINEERING DEPARTMENT \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO THE FOLLOWING CONDITIONS:  
 DIRECTOR ENGINEERING DEPARTMENT \_\_\_\_\_  
 HEALTH DEPARTMENT \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO THE FOLLOWING CONDITIONS:  
 DIRECTOR COUNTY HEALTH DEPARTMENT \_\_\_\_\_  
 PUBLIC WORKS DEPARTMENT \_\_\_\_\_  
 APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, SUBJECT TO THE FOLLOWING CONDITIONS:  
 DIRECTOR PUBLIC WORKS \_\_\_\_\_

**APPROVAL AS TO FORM**  
 WASATCH COUNTY RECREATION DEPARTMENT \_\_\_\_\_  
 APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.  
 COUNTY ATTORNEY \_\_\_\_\_

**APPROVAL AS TO FORM**  
 MOUNTAIN CITY (CULINARY WATER PROVIDER) \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 MOUNTAIN REGION COMPANY \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 MOUNTAIN SANITATION DISTRICT \_\_\_\_\_  
 DATE: \_\_\_\_\_

**DATE OF SURVEY: 14 JUNE 2018**



- LEGEND**
- EXISTING SEWER
  - PROPOSED SEWER
  - EXISTING WATER
  - PROPOSED WATER
  - EXISTING PRESSURIZED IRRIGATION
  - PROPOSED PRESSURIZED IRRIGATION
  - PROPOSED STORM DRAIN
  - PROPOSED STORM DRAIN
  - PROPOSED FIRE HYDRANT
  - PROPOSED STREET LIGHT

BLUE STAKES MARK THE LOCATION OF EXISTING UTILITIES SHOWN ON PLAN AND APPROXIMATE AND MAY BE RESPONSIBLE FOR BLUE STAKING OF UTILITIES.

WATER METER IMPROVEMENTS SHALL MEET MIDWAY CITY STANDARDS AND SPECIFICATIONS.

CELMARY WATER METER LETTER FOR THE MIDWAY CREST SUBDIVISION WAS APPROVED ON JUNE 18, 2019

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. UNLESS SIGNED AND SEALED BY THE ENGINEER.

SCALE: 1" = 100'

DATE: 18 JUNE 2019

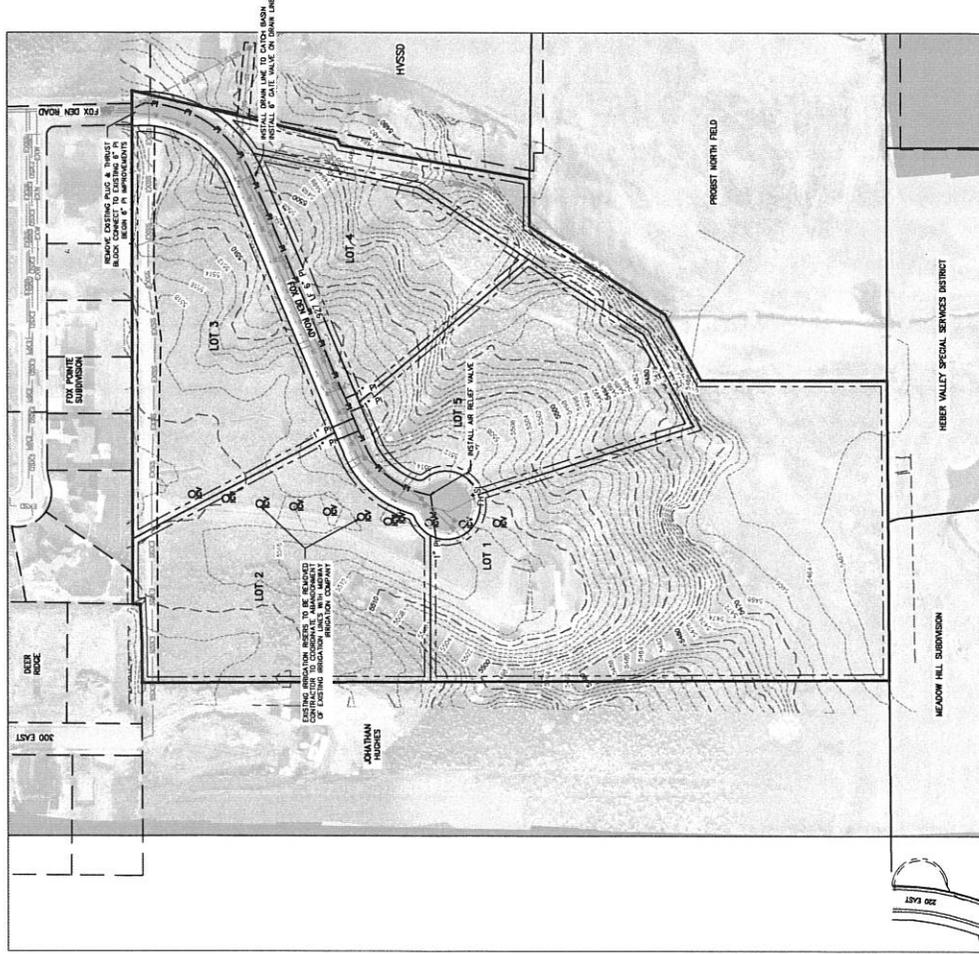


BRADFIELD  
MIDWAY CREST  
WATER PLAN



BERG ENGINEERING  
1000 P STREET, SUITE 204  
MIDWAY, UT 84049  
PH: 801.552.9949

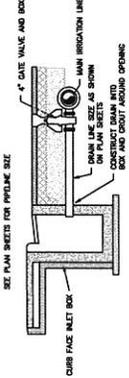
DESIGNED BY: FDB	DATE: 18 JUNE 2019	SHEET: 4
DRAWN BY: DEJ	REV:	



- LEGEND**
- EXISTING SEWER
  - PROPOSED SEWER
  - EXISTING WATER
  - PROPOSED WATER
  - EXISTING PRESSURIZED IRRIGATION
  - PROPOSED PRESSURIZED IRRIGATION
  - EXISTING STORM DRAIN
  - PROPOSED STORM DRAIN
  - PROPOSED FIRE HYDRANT
  - PROPOSED STREET LIGHT

**PRESSURIZED IRRIGATION NOTES:**

- \* IMPROVEMENTS SHALL MEET MIDWAY IRRIGATION STANDARDS AND SPECIFICATIONS.
- \* BLUE STATE NOTE.
- \* LOCATION OF EXISTING UTILITIES SHOWN ON PLAN ARE APPROXIMATE AND MAY BE COMPLETELY DIFFERENT. CONTRACTOR IS RESPONSIBLE FOR THE STATUS OF UTILITIES.



IRRIGATION SYSTEM DRAIN TO STORM SEWER

THIS DOCUMENT IS RELEASED FOR REVIEW ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM BERG ENGINEERING.

PAUL G. BERG, P.E.  
DATE: 28 JUL 2018



BRADFIELD  
MIDWAY CREST  
PRESSURIZED IRRIGATION PLAN



DESIGN BY: PGB DATE: 08/06/2018 SHEET: 5  
DRAWN BY: DBS REV:

---

*Byron Day – 30 West 970 South*

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## Jennifer Sweat

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**From:** Byron Day <bday72@gmail.com>  
**Sent:** Monday, July 22, 2019 6:37 PM  
**To:** Jennifer Sweat  
**Subject:** Re: Water Lease Agreement

Thank you Jennifer!  
Yes, please put it on the board agenda on the 5th. Thank you!

Byron Day

On Mon, Jul 22, 2019 at 5:16 PM Jennifer Sweat <[jsweat@midwaycityut.org](mailto:jsweat@midwaycityut.org)> wrote:

Hi Byron!

Attached is the lease agreement for your property at [30 West 970 South](#)

I believe the section you will want to review is G. Assignment

If you would like me to place this on the Water Advisory Board agenda for Monday, August 5<sup>th</sup>, I'm happy to do so, just let me know by Thursday, July 25<sup>th</sup>.

Otherwise we not be having a meeting again for the Water Advisory Board until October 7<sup>th</sup> because the 1<sup>st</sup> Monday in September is Labor Day, and the board cancelled the meeting for that date.

Thank you!

Jennifer Sweat, CPFIM, CBLO

Midway City Treasurer

435-654-3223 ext. 5

## WATER LEASE

On this 7 day of September 2006, Midway City ("City"), Midway Irrigation Company ("Company"), and Bryon & Lisa Day ("Property Owner") enter this water lease ("Water Lease").

### RECITALS

WHEREAS, the Property consists of 1 equivalent residential units ("ERU") on a total Project area of 1.33 acres, of which 1.33 acres will be irrigated.

WHEREAS, the City has required, as a condition to approval of the Project, that the Developer provide for the Project 4.50 acre feet of water for culinary and irrigation use ("Project's Water Requirements").

WHEREAS, the Developer owns 1 shares of Company stock, which it intends to transfer to the City to satisfy 3 acre feet of the Project's Water Requirements.

WHEREAS, the City shall provide culinary water to the Project's individual lots and buildings using the culinary portion of the Project's Water Requirements.

WHEREAS, pursuant to the Water Service Agreement, the Company has agreed to deliver secondary water to irrigate the Project's lots and common areas, using the irrigation portion of the Project's Water Requirements.

WHEREAS, the City has available non-culinary grade water, part of which the City has obtained through a third-party contract, and which is managed by the Water Advisory Board.

WHEREAS, the Developer has requested that the Water Advisory Board recommend and the City approve the lease of 1.5 acre feet of the available non-culinary grade water to meet the Project's Water Requirements.

WHEREAS, the Water Advisory Board approves 0 acre feet for culinary use.

WHEREAS, the Water Advisory Board and City have agreed on the terms set forth herein to lease said water to the Developer to fulfill the Project's Water Requirements.

NOW THEREFORE, the parties covenant and agree as follows:

**A. Definitions.**

1. "City" means Midway City, Utah.
2. "Company" means Midway Irrigation Company, a Utah non-profit corporation.

3. "CUP M&I water" means the Municipal & Industrial Water from the Bonneville Unit of the Central Utah Project, sold by Central Utah Water Conservancy District to the Wasatch County Special Service District No. 1.

4. "Lease Payment" means the payment described in Paragraph C.1.

5. "Leased Water" means the water leased to the Developer and described in Paragraph B.

6. "New Developer" means the person or entity to whom the Developer proposes to assign its right and to delegate its obligation under this Water Lease as provided in Paragraph G.

7. "Project" means Bryon & Lisa Day's Residential Home.

8. "Project's Water Requirements" means 4.5 acre feet of water that the Developer is required to provide for the Project for culinary and irrigation use.

9. "System Costs" means the costs described in Paragraph E.

10. "Third-Party Contract" means an agreement, including a lease, by which the Water Advisory Board, City, or Company obtains water for the Project.

11. "Water Advisory Board" means the City and Company acting as managers of the City's available water.

12. "Water Service Agreement" means the agreement between the Developer and the Company for delivery of irrigation water to the Project.

13. "Water Lease" means this water lease.

**B. Leased Water.**

~~4.7~~ 1.5 The City, upon recommendation of the Water Advisory Board, shall lease to Developer 1.5 acre feet of untreated water ("Leased Water"). The Developer may use the Leased Water only to fulfill the Project's Water Requirements pursuant to the Water Service Agreement and City's culinary water policy and for no other purpose.

**C. Lease Payments.**

1. Upon execution of this Lease, the Developer shall be obligated to pay \$400.00 per acre foot annually for the Leased Water. The Developer shall be obligated to make the Lease Payment whether or not it actually makes use of the Leased Water.

2. The Developer shall make the Lease Payment on a quarterly schedule starting January 1, 2007.

3. The Developer shall pay all amounts due and payable under this Water Lease on the due date. Past due amounts shall bear interest at the rate of 1.5% per month until paid.

**D. Adjustment of Lease Payment.**

Effective on January 1 of each year, the Lease Payment shall be increased, but not decreased, to match that year's actual percentage increase, if any, in the cost to the City for CUP M&I Water. For the purposes of this adjustment, the City's cost of CUP M&I water shall mean the price and expenses charged by Wasatch County Special Service Area No. 1 to the City for CUP M&I Water under the Agreement for Sale of Untreated CUP Municipal and Industrial Water for Indoor Culinary Quality Uses. The price and expenses for the CUP M&I Water includes all costs imposed by Wasatch County Special Service Area No. 1 on the City for the right to use the CUP M&I including, but not limited to, costs of operation and maintenance, reserve fund requirements, carriage charges, or other required costs or charges.

**E. System Costs.**

1. The Developer acknowledges that the City's and Company's use of the Leased Water will require the development of source, transportation, treatment, and storage systems ("System Costs") for that portion of the Leased Water to be used as culinary water. In order to defray these System Costs, the Developer shall pay the City \$11,500 per acre foot of the Project's culinary water requirement that is to be satisfied by the Leased Water.

2. The Developer's payment of this amount is solely for the purpose of complying with the conditions of the Water Lease. The City has not imposed this payment obligation on the Developer as a condition to development approval. This payment does not satisfy any obligation imposed by the City as part of the approval process. The payment is not a tax, impact fee, assessment, exaction, or other required payment, but is the Developer's consideration for the City's agreement to provide the Leased Water at Developer's request.

3. At the Developer's option, the Developer may pay the above-designated System Costs in installments as Phases of the Project are submitted for approval by the City. The amount of each installment shall equal the total amount of the System Costs for the entire Project, divided by the total number of ERUs in the Project, multiplied by the number of ERUs in the phase for which the installment payment is being made. The Developer shall pay the installment before recording the plat for any given Phase of the Project. If the Developer does not timely pay any installment, the Developer shall not be entitled to the Leased Water for that Phase of the Project. In any event, any remaining balance due on the total System Costs for the Project will be due and payable on or before five years from the date of this Lease, regardless of

any phasing or installment plans or arrangements, and regardless of whether any future phases of the Project are ever built or not.

**F. Lease Term and Renewal.**

The lease term shall commence on the first day of the month immediately following execution of this Water Lease and shall end ten years thereafter unless terminated sooner as provided in Paragraph O. The parties intend that the Developer shall lease the water in perpetuity. The lease term shall therefore automatically renew for additional ten year terms subject only to such amendments, modifications or additions as the Water Advisory Board may reasonably require.

**G. Assignment.**

1. Except as expressly stated in this Paragraph G, the Developer shall not assign it rights or delegate its obligations under this Water Lease. Without limiting the foregoing and notwithstanding any other provision of this Water Lease, the Developer is absolutely, and without exception, prohibited from subleasing the Leased Water for any reason.

2. Assignment to New Developer.

a. The Developer may assign its obligations to a New Developer, only if the Water Advisory Board gives its prior written approval as provided in this Paragraph G. 2, and only if the Developer also assigns the Service Agreement to the New Developer. A "New Developer" is a person or entity: (i) to whom the Developer has sold all the land within the Project; and (ii) who has undertaken to complete the approval process and to construct the improvements required by the City's approvals. Unless the person or entity satisfies both of the conditions in the immediately preceding sentence, the Developer cannot assign this Water Lease to that person or entity.

b. Not less than forty-five days before the proposed assignment, the Developer shall submit to the Water Advisory Board a written request for approval of the assignment under this Paragraph G. 2. The written request shall include:

- (1) A written assignment agreement setting forth all terms of the assignment.
- (2) Sufficient information about the New Developer to permit the Water Advisory Board to determine the ability of the New Developer to make the Lease Payment and to complete the Project. This information shall include but not be limited to: (i) the New Developer's financial statements for three prior years of operation, (ii) a description of other developments or similar projects

completed by the New Developer, (iii) names of the New Developer's officers and key personnel and their experience in real estate development, (iv) a list of litigation involving the New Developer commenced in the prior five years and a description of its status, (v) a written acknowledgment from the New Developer that the Leased Water may only be used for the Project, and (v) such other additional information that the Water Advisory Board may reasonably request.

c. Upon submission of a fully completed request, the Water Advisory Board may approve the assignment or may withhold approval on any reasonable basis, not limited to the matters listed in Paragraph G. 2. b.

3. Assignment to Home Owner's Association.

a. Upon the Developer's sale of all lots within all phases of the Project, the Developer may assign its obligations under this Water Lease and the Service Agreement to a single Home Owner's Association ("HOA"), duly created and authorized to act on behalf of Project lot owners pursuant to the Project's Declaration of Covenants, Conditions and Restrictions and to properly drawn and filed articles of organization. The Water Lease may not be assigned separate from the Service Agreement.

b. Not less than 45 days prior to the assignment to the HOA, the Developer shall submit to the Water Advisory Board a written request for assignment to the HOA including such documents establishing that the HOA has been duly created as provided in Paragraph G. 3 a.

c. Upon submission of a fully completed request, the Water Advisory Board may approve the assignment or may withhold approval on any reasonable basis, not limited to the matters listed in Paragraph G. 3. b.

d. If the Water Advisory Board approves the assignment to the HOA, the City or the Company may, but are not required to, bill individual customers for their proportionate share of the Lease Payment.

**H. Notice of Water Lease.**

1. Notice of Water Lease. Upon execution of this Water Lease, the parties shall execute and record with the Wasatch County Recorder a Notice of Water Lease notifying purchasers of property within the Project of this Water Lease and the possible delegation of the Developer's obligations under the Water Lease to the HOA.

2. Provision in Project's Declaration of Covenants, Conditions, and Restrictions.  
The Developer shall include in the Project's CCRs an irrevocable and unamendable provision describing: (a) the Water Lease, (b) the Developer's ability to assign the obligations of the Water Lease to the HOA, (c) the City's and Company's option to bill lot owners directly for the Lease Payment, and (d) the possibility that a breach of the Water Lease, by the Developer or its assignee could result in termination of culinary or irrigation water service to the Project.

### **I. Force Majeure.**

1. "Force Majeure" means any event: (a) that is beyond the reasonable control of the claiming party; and (b) that the claiming party is unable to prevent or provide against by exercising prudent operating practices, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; drought, floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage.

To the extent that the Leased Water is obtained pursuant to a Third-Party Contract, Force Majeure shall include a Force Majeure or any reduction in water delivered under the Third-Party Contract. For the duration of such a Force Majeure or reduction, the Force Majeure or reduction shall result in a proportionate reduction in the Water Advisory Board's obligation to provide Leased Water under this Water Lease.

To the extent that drought or other similar interruption in the water available to the City results in a City or Company policy reducing or rationing water, a Force Majeure shall exist and the Leased Water available under this Water Lease shall be reduced pursuant to the City's or Company's policy.

Force Majeure shall not be based on (a) the Developer's ability to purchase water at a lower price or to more economically obtain water from another source, or (b) the Water Advisory Board's ability to sell the Leased Water at a price greater than the Lease Payment.

2. To the extent either party is unable to perform, in whole or in part, its obligations under this Water Lease due to a Force Majeure, claiming party shall be excused from performance of its obligations which it is unable to perform due to a Force Majeure, provided that the claiming party gives notice and details of the Force Majeure to the other party as soon as practicable.

3. A Force Majeure shall not excuse performance of an obligation to make payments then due or becoming due prior to the Force Majeure.

4. The claiming party shall remedy the Force Majeure with all reasonable dispatch, and shall only be excused from performance for the duration of the Force Majeure and of the

time period within which the claiming party could not have reasonably remedied the Force Majeure.

5. The non-claiming party shall not be required to perform or resume performance of its obligations to the claiming party corresponding to the obligations of the claiming party, excused by Force Majeure.

**J. Indemnification.**

Except for claims arising out of acts caused by the intentional misconduct of the City, Company or their respective agents, the Developer shall defend, indemnify, and hold the City and Company harmless from and against any claim, loss, expense or damage to any person or property arising out of (a) the use of the water, or (b) any act or neglect of the Developer, Lot owners, residents or invitees on the Project, or (c) any act or neglect of the Developer's servants, employees or agents. If the City or Company make any expenditures or incurs any obligations for the payment of money in connection therewith including, but not limited to, legal fees in instituting, prosecuting, or defending any action or proceeding, such payments or obligations, plus interest and costs, shall be reimbursed to the City or Company by the Developer, within five days after the City or Company submits a bill or statement therefore.

**K. Default.**

For the purposes of this Water Lease, a "Default" shall mean the occurrence of any of the following:

1. The failure to make, when due, any payment required pursuant to this Water Lease, if such failure is not remedied within ~~three~~ five business days after written notice.
2. The failure to comply with any other covenant of this Water Lease, if such failure is not remedied within thirty (30) days after the non-defaulting party's delivery to the defaulting party of receipt of a written notice describing the alleged failure. If the nature of the alleged failure is such that it cannot reasonably be cured within such 30-day 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 30-day period. If the Default is cured, then no Default shall exist and the noticing party shall take no further action.
3. The bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, including without limitation proceedings under Title 11, Chapter 9, United States Code or other proceedings for relief under any federal or state bankruptcy law or similar law for the relief of debtors, are instituted by or against the Developer or the Company and, if so instituted, said proceedings are consented to or are not dismissed within thirty days after such institution.

**L. Remedies for a Default.**

1. Suspend Performance. The non-defaulting may suspend performance of its obligations under this Service Agreement until the defaulting party cures the Default. Suspension of the non-defaulting party's performance shall not affect nor any way limit or suspend the obligations of the defaulting party to perform, and the non-defaulting party shall remain liable for all of its obligations under this Service Agreement as if the non-defaulting party had fully performed.

2. Limitation on Damages and Remedies.

**THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF.**

**FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.**

**IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.**

**NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.**

**IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.**

**TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED**

**HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.**

**M. Miscellaneous Provisions.**

1. Authorized Representatives of the Parties. The Parties hereby designate the following as their respective representatives who are authorized to act in its behalf with respect to those matters contained in this Agreement.

Each party hereto may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

2. Notices. All notices, requests, statements or payments shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, facsimile or electronic mail. Notice by facsimile, electronic mail, or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day. Notice by overnight United States mail or courier shall be effective on the next business day after it was sent. A party hereto may change its addresses by providing notice of same in accordance herewith.

3. Relationship Of Parties. Nothing in this agreement is intended nor shall be construed to create a relationship of partnership, joint venture, or agency between the parties to the Agreement. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or, by reason of this Agreement, on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement. The parties hereto reserve the right to amend or modify this Agreement without the consent of any third-party. Without limiting the generality of the provisions of this Paragraph N. 4, the Parties expressly disclaim any intent to give the owners of lots in the Project any rights under this Agreement.

4. Waivers. Any waivers at any time by either party to the Agreement of its rights with respect to a default or any other matter arising under or in connection with the Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

5. Entire Agreement. This Agreement shall form a single integrated agreement between the parties hereto and embody the entire understanding between the parties hereto. There are no prior representations or warranties concerning the subject matter between the parties relating hereto.

6. Modifications. Any modification of this Agreement or additional obligation assumed by either party hereto in connection with this Agreement shall be binding only if evidenced in writing signed by each party hereto or an authorized representative of each party hereto. The parties hereto reserve the right to amend or modify this Agreement without the approval of any third-party.

7. Attorneys' Fees. In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

8. Terms Survive. The provisions of this Agreement shall survive the Agreement's termination or expiration to the extent necessary to accomplish their purpose and to permit their full performance. Without limiting the foregoing, the provisions of Paragraph G shall survive termination or expiration of the Agreement.

9. Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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MIDWAY CITY

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

Steve Farrell  
MIDWAY IRRIGATION COMPANY

BY: Steve Farrell

ITS: President

\_\_\_\_\_  
PROPERTY OWNER

BY: By Day L...

ITS: \_\_\_\_\_

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*New/Old Business*

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HELLO  
AUGUST

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*Adjourn*

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