



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	<u>Excused from the Meeting</u>	
Council Member Karl Dodge	<u> X </u>	<u> </u>
Council Member Kent Kohler	<u> X </u>	<u> </u>
Council Member Lisa Christen	<u> X </u>	<u> </u>
Council Member Bob Probst	<u> X </u>	<u> </u>

APPROVED:


Colleen Bonner, Mayor

ATTEST:


Brad Wilson, City Recorder

APPROVED AS TO FORM:


Corbin Gordon, City Attorney



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 setbacks 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 it 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 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

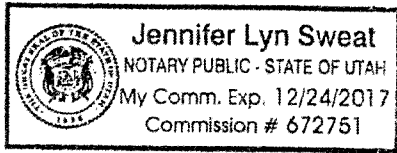
Attest:

Colleen C. Bonner
Colleen Bonner, Mayor

Brad Wilson
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

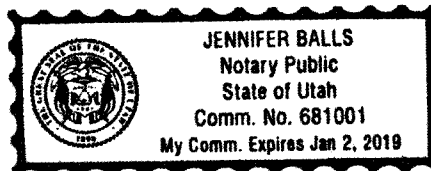
APPLICANT

Thomas S. Whitaker
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.

Jennifer Balls
NOTARY PUBLIC

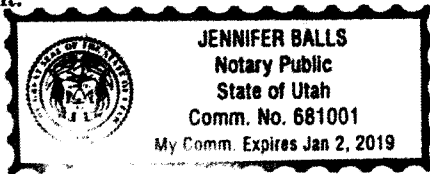


APPLICANT

Linda Whitaker
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.



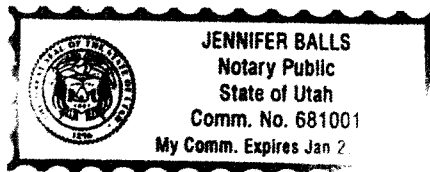
Jennifer Balls
NOTARY PUBLIC

Midway Meadows Ranch, LLC

Thomas Whitaker
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

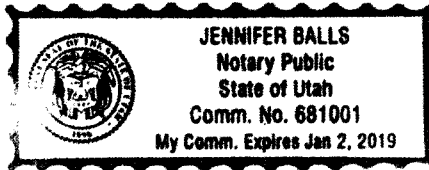
Thomas S. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

Thomas S. Whitaker

By: Thomas Whitaker
Its: Trustee

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 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

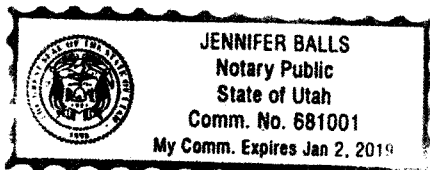
Linda P. Whitaker, trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999

Linda P. Whitaker

By: Linda P. Whitaker
Its: Trustee

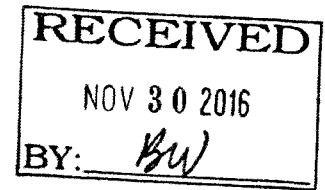
STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 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

Exhibit "A"
ANNEXATION PETITION



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

PO Box 777, Midway, UT 84049

Thomas S Whitaker,
Trustee of
The Thomas and Linda Whitaker Trust
Dated March 25, 1999

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

Contact Sponsor/Petitioner

Thomas S Whitaker

PO Box 777, Midway, UT 84049

Thomas S Whitaker, Manager
Midway Meadows Ranch, LLC
Petitioner

Phone No. 801-836-9965



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

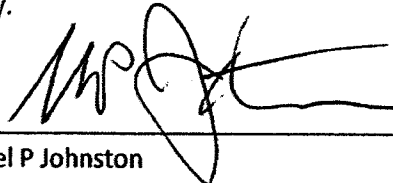
TOTAL ANNEXATION AREA: 178.27 ac

ANTIICIPATED 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

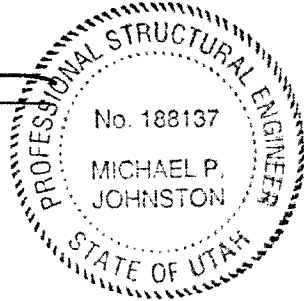


EXHIBIT A

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 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

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

Midway Meadows Ranch, LLC

Thomas S. Whitaker

Thomas S. Whitaker, Manager

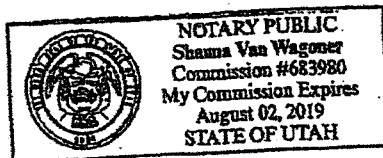
ss. } STATE OF UTAH
 } *Wasatch*
 } COUNTY OF ~~SALT LAKE~~

25th
On this ~~25th~~ 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.

Shanna Van Wagoner

Notary Public in and for said State



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

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

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

^{29th} Executed on ^{29th} day of February, 2016, at Salt Lake City, Utah.

Thomas S. Whitaker

Thomas S. Whitaker

Linda P. Whitaker

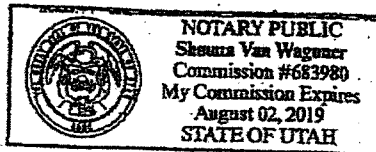
Linda P. Whitaker

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

^{29th} On this ^{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.

Sherrisa Van Wagener
Notary Public in and for said State



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

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

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

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

Midway Meadows Ranch, LLC

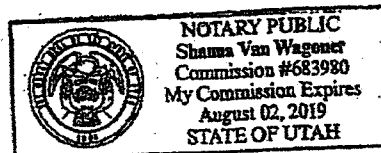
Thomas S. Whitaker
Thomas S. Whitaker, Manager

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

25th
On this ~~25th~~ 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.

Shanna Van Wagener
Notary Public in and for said State



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

ss. } STATE OF UTAH
 } 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

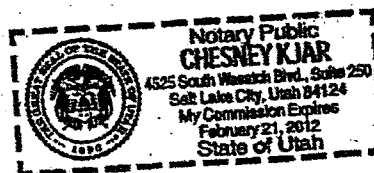


Exhibit A

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
Thomas S. Whitaker

Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } 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

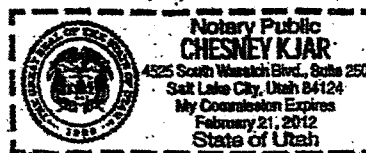


Exhibit A

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
Thomas S. Whitaker

Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } 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

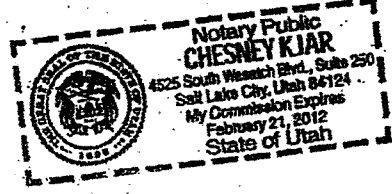


Exhibit A

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

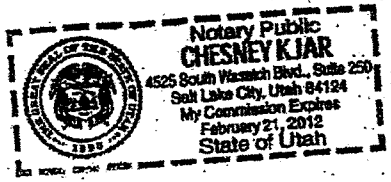
Linda P. Whitaker
Linda P. Whitaker

ss. } STATE OF UTAH
 } 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



Ent 361655 # 1019 Pg 0825

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

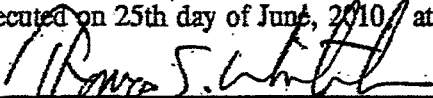
Ent 361654 Bk 1019 Pg 822-823
Date: 12-AUG-2010 11:22:19AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

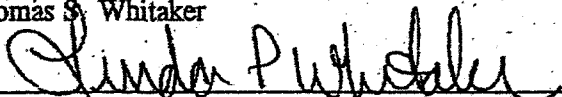
FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

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

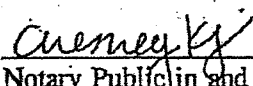


Linda P. Whitaker

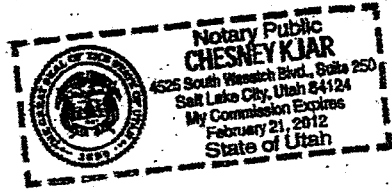
ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

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



Ent 361654 Bk 1019 Pg 0823

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

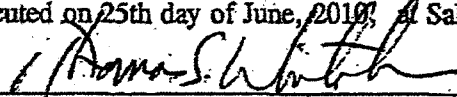
Ent 361653 Bk 1019 Pg 820-821
Date: 12-AUG-2010 11:21:46AM
Fee: \$12.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BRADLEY RICHARD H

QUIT CLAIM DEED

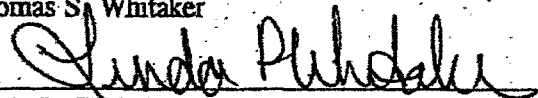
FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

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

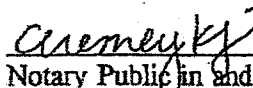


Linda P. Whitaker

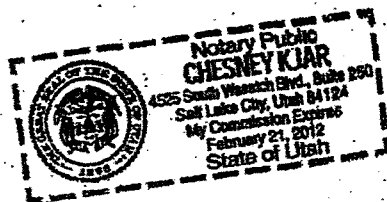
ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

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



Ent 361653 Bk 1019 Pg 0821

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

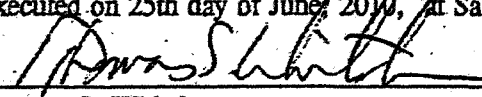
WHEN RECORDED MAIL TO:
Thomas S. Whitaker
PO Box 777, Midway, Utah 84049

QUIT CLAIM DEED

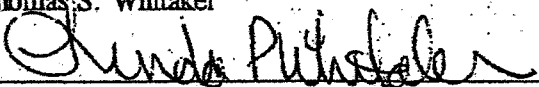
FOR VALUABLE CONSIDERATION, receipt of which is acknowledged,
We, Thomas S. Whitaker and Linda P. Whitaker, QUIT CLAIM to: Midway Meadows
Ranch, LLC, a Utah Limited Liability Company, the following described real property in the
County of Wasatch, State of Utah.

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

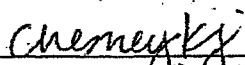


Linda P. Whitaker

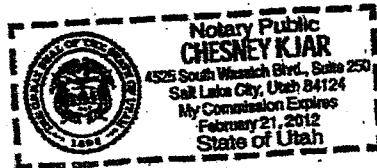
ss. } STATE OF UTAH
 } COUNTY OF SALT LAKE

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



Ent 361652 Bk 1019 Pg 0819

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 OWC-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

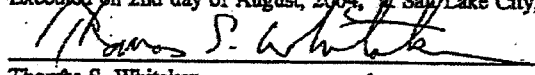
Ent 275361 Bk 0713 Pg 0577-0578
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2004 SEP 20 12:05pm Fee 15.00 MWC
FOR BRADLEY RICHARD H


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.

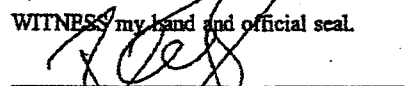


Thomas S. Whitaker


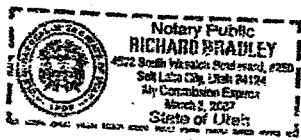
Linda P. Whitaker

 } 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



E 275361 B 0713 P 0578

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 $88^{\circ}11'20''$ 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 $84^{\circ}09'56''$ West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of $00^{\circ}37'33''$ 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 $84^{\circ}47'29''$ West, having a radius of 6925.60 feet, thence along the arc of said curve 302.55 feet through a central angle of $02^{\circ}30'11''$; thence North $81^{\circ}53'55''$ East a distance of 298.00 feet; thence South a distance of 343.92 feet; thence North $89^{\circ}58'42''$ 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 $81^{\circ}53'55''$ East a distance of 63.25 feet; thence South a distance of 352.86 feet; thence North $89^{\circ}58'42''$ 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 $88^{\circ}11'20''$ 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 $84^{\circ}09'56''$ West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of $00^{\circ}37'33''$ 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 $84^{\circ}47'29''$ West, having a radius of 6925.60 feet; thence along the arc of said curve 302.55 feet through a central angle of $02^{\circ}30'11''$; thence North $81^{\circ}53'55''$ East a distance of 133.26 feet; thence South a distance of 320.64 feet; thence North $89^{\circ}58'42''$ 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 $88^{\circ}11'20''$ 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 $84^{\circ}09'56''$ West, having a radius of 6925.60 feet, thence along the arc of said curve 75.65 feet through a central angle of $00^{\circ}37'33''$ 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 $84^{\circ}47'29''$ West, having a radius of 6925.60 feet; thence along the arc of said curve 302.55 feet through a central angle of $02^{\circ}30'11''$; thence North $81^{\circ}53'55''$ East a distance of 133.26 feet; thence South a distance of 320.64 feet; thence North $89^{\circ}58'42''$ 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-0293-2-026-034	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
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Total Value of Private Property Annexation Petition =	\$9,415,500
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Percentage of Annexation Land Owned by Petitioners =	63%
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Percentage of Property Value owned by Petitioners =	60%
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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 TERRY L 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 SIDEWINDER 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

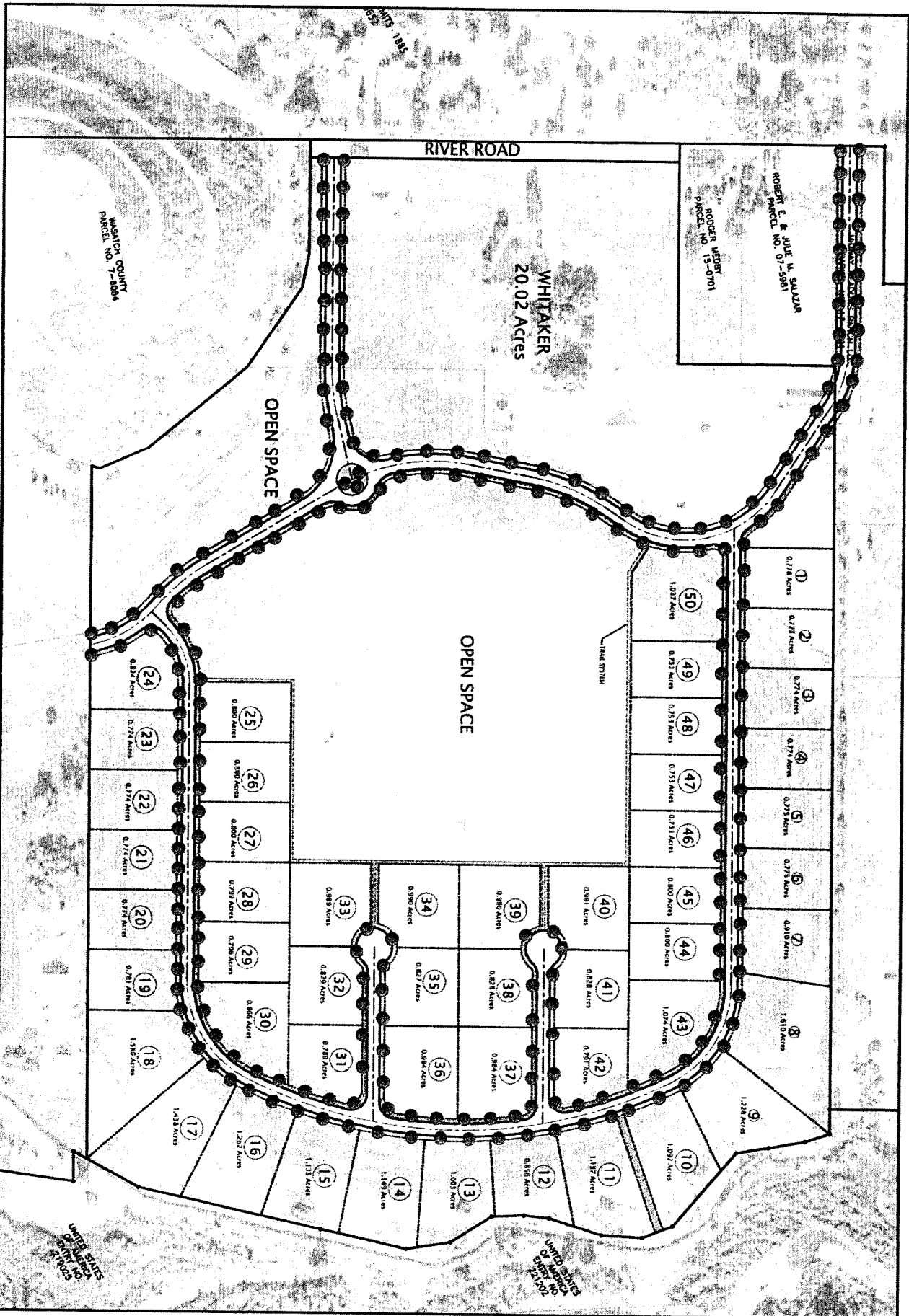
00-0020-6364
SPRATLING LIMITED LP
PO BOX 17403
HOLLIDAY, UT 84117-0403

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

Exhibit "B"

MAP OF PROPOSED ANNEXATION

Exhibit "C"
ANNEXATION CONCEPT PLAN




<p>DATE: OCT 26 2017 SHEET NO: C-1 PROJECT NO: L16-231</p>	<p>WHITAKER FARMS MIDWAY, UTAH</p> <p>ANNEXATION CONCEPT PLAN</p>	<p>ALL PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS ARE THE PROPERTY OF SUMMIT ENGINEERING GROUP, INC. THESE PLANS ARE NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF SUMMIT ENGINEERING GROUP, INC.</p> <p>OCT. 26. 2017</p>	 <p>Summit Engineering Group Inc. Structural • Civil • Surveying</p>	<p>20 WEST CENTER STREET 743 WEST THE MIDWAY CITY, UTAH 84242 PHONE: 435.864.8225 FAX: 435.864.8222</p>
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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

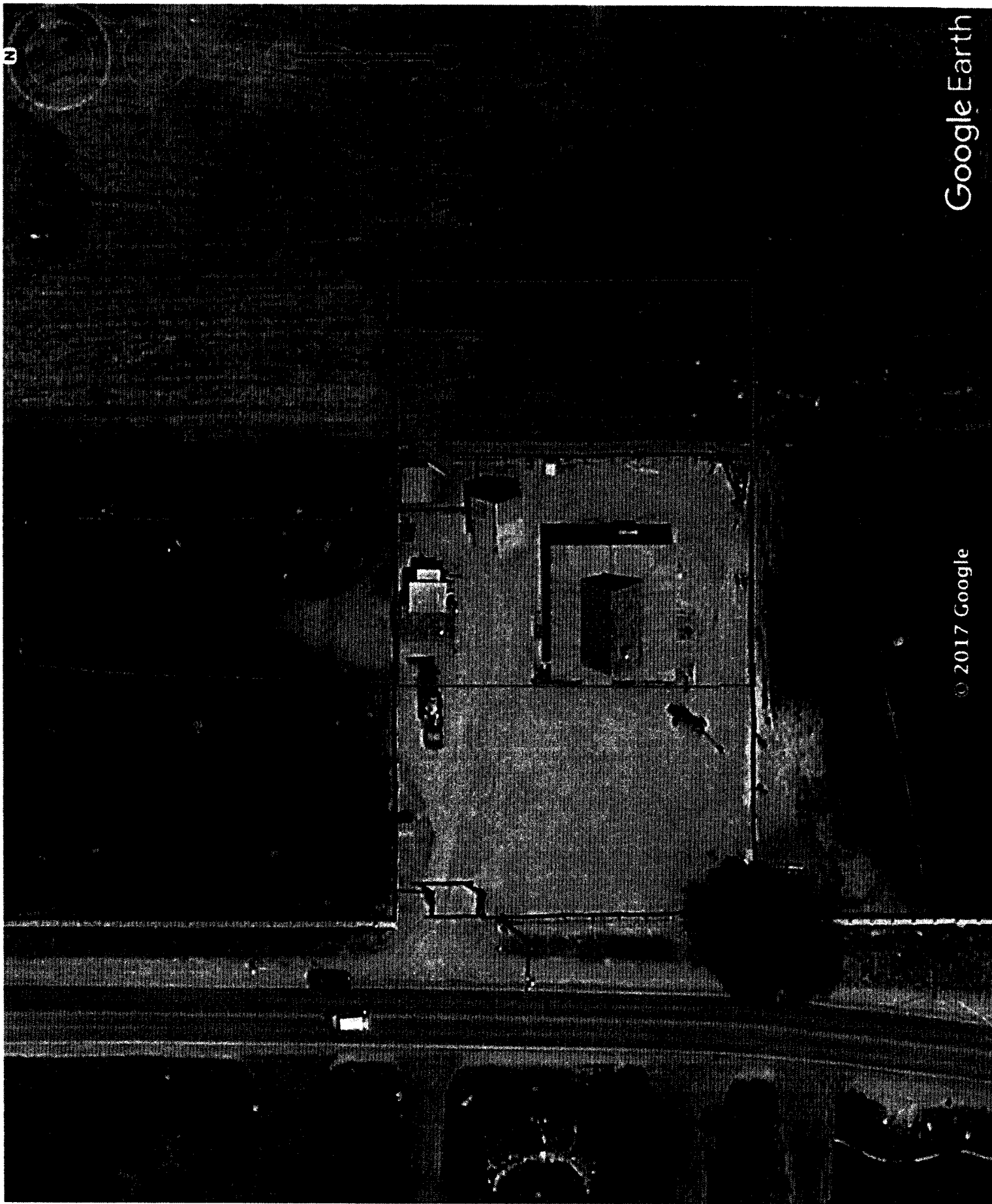


EXHIBIT F
WHITAKER RIVER ACCESS



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 N PARCELL
2000 JAN 24 09:59 AM FEE \$20.00 BY RHC
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

APPROVED

Christopher B. Rice
Field Solicitor Office

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

Thomas S. Whitaker
Thomas S. Whitaker, Vendor

Linda Whitaker
Linda Whitaker, Vendor

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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.

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



Our vision for the City of Midway is to be a place where citizens, businesses and civic leaders are partners in building a city that is family-oriented, aesthetically pleasing, safe, walkable and visitor friendly. A community that proudly enhances its small town Swiss character and natural environment, as well as remaining fiscally responsible.