

Ent 298481 Bk 838 Pg 189-203
Date: 21-MAR-2006 2:54PM
Fee: None Filed By: MWC
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY CITY

RESOLUTION 2005-18

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

WHEREAS, The signer(s) of the petition for annexation, which was accepted by the Midway City Council on the 27th day of July 2005, also known as the "Wasatch Mountain Annexation" ("Petitioner") request that the City of Midway ("City") enter into an annexation agreement for the property described in the Wasatch Mountain Annexation Agreement ("Property"); and

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

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

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

PASSED AND ADOPTED by the City Council of the Midway City this 11th day of January, 2006.

Handwritten signature of Connie Tatton in cursive.

Connie Tatton, Mayor

ATTEST:

Handwritten signature of Brad Wilson in cursive.

Brad Wilson, City Recorder



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

**ANNEXATION AGREEMENT
FOR THE
WASATCH MOUNTAIN ANNEXATION
MIDWAY CITY, UTAH**

This Agreement is made and entered into by and between MIDWAY CITY, a political subdivision of the State of Utah, hereinafter referred to as "City," and RAY FARRELL, STEVEN B. FARRELL, LEEROY FARRELL, and the VEON PRICE TRUST, hereinafter referred to as "Developers," for Developers and for Developers' real property successors and assigns, Developers being some of the signers of the Annexation Petition filed with the City on July 12, 2005, and the owners of the parcels of land located in Wasatch County, Utah bearing Wasatch County tax identification numbers 0WC-1171-0-003-044 and 0WC-1177-0-003-044 (hereinafter referred to as "the Development Parcels").

RECITALS

- A. Midway City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this agreement.
- B. Developers are some, but not all, of the owners of certain real property described on "Exhibit A" attached hereto and incorporated herein by reference, which property is proposed for annexation to Midway City and is hereinafter referred to as "the Annexation Property".
- C. The Annexation Property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance and other City ordinances. Developers and City desire to allow Developers and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Midway, any future changes to ordinances and standards of the City of Midway, and the City of Midway General Plan.
- E. Developers and City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- F. The City's governing body has authorized execution of this Agreement by Resolution No. 2005-18, to which this Agreement is attached.
- G. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features which advance the policies, goals and objectives of the Midway City General Plan, preserves

and maintains the open and rural atmosphere desired by the citizens of Midway City, and contributes to capital improvements which substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- I. **Recitals.** The preamble and recitals set forth above are incorporated herein by this reference.
- II. **Conditions Precedent.** City and Developers agree, understand and acknowledge that this Agreement is for the annexation of the Development Parcels and other parcels within the Annexation Property. Further, City and Developers agree and understand that this Agreement shall be a covenant running with the Development Parcels and shall bind any future owners, heirs, or assigns.
- III. **Permitted Uses of Property.** The permitted uses for the Development Parcels and the Annexation Property shall be those uses specifically listed in the Zoning Ordinance of Midway City, as may from time to time be amended.
- IV. **Term.** This Agreement shall be effective as of the date of annexation of the Annexation Property into Midway City and shall continue in full force and effect from that time on.
- V. **General Provisions.**
 - A. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any provision of this Agreement.
 - B. **Authority.** The parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. Developers represent and warrant that each party is fully formed and validly existing under the Laws of the State of Utah, and that each party is duly qualified to do business in the State of Utah and each is in good standing under applicable state laws. The Developers and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the parties on whose behalf each individual is signing. Developers represent to the City that by entering into this Agreement, Developers have bound themselves, the Development Parcels, and all persons and entities having any current or future legal or equitable interest in the Development Parcels, to the terms of the Agreement.
 - C. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire agreement between the parties, except as supplemented by Midway City ordinances, policies, procedures and plans.
 - D. **Amendment of this Agreement.** This Agreement may be amended in whole or in part by the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. Any such amendment of this agreement shall be recorded in the official records of the Wasatch County Recorder's Office.
 - E. **Severability.** If any of the provisions of this agreement are declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise

remain in full force and effect.

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

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

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

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

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

K. No Agency Created. Nothing contained in the Agreement shall create any partnership, joint venture, or agency relationship between the parties.

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

VI. Purpose of Agreement. The purpose of this agreement is to provide for the annexation of real property into the City, to designate zoning that will apply to the Development Parcels and the Annexation Property upon annexation, and to provide for future development of the Development Parcels and Annexation Property in accordance with the adopted Ordinances of the City and the laws of the State of Utah, as they may from time to time be amended.

VII. Annexation. City, pursuant to the Petition filed by the requisite number of land owners and land area within the area proposed for annexation, and in accordance with the authority granted by statute, agrees to adopt an ordinance of annexation and thereby to annex into City the area described on Exhibit A attached hereto and incorporated herein by reference. The area to be annexed and the annexation shall be subject to the terms and conditions of this agreement as well as the annexation laws and other laws of City and of the State of Utah. The area to be annexed is part of the unincorporated area of Wasatch County, State of Utah. It is further agreed that this proposed annexation meets all requirements of State law in that:

- A. Contiguity: The area proposed for annexation is contiguous to the boundaries of City.
- B. Within Declaration Area: The area to be annexed is within the area identified by City in its annexation policy declaration statement for possible annexation into the City.

- C. Not Within Another City: The area to be annexed is not included within the boundaries of any other incorporated municipality.
- D. No Pending Incorporation: There are no pending petitions to incorporate the area to be annexed.
- E. No Unincorporated Islands: The annexation of this area will not leave or create any islands of unincorporated territory requiring municipal type services.
- F. Not Solely for Revenue: The annexation is not being pursued by City solely for the purpose of gaining revenues or to gain a jurisdictional advantage over another municipality or to restrict annexation by some other municipality.
- G. City Can Serve: City intends to provide the same level of municipal services to the annexed territory as it provides all other areas within its boundaries, except as otherwise provided in this Agreement.
- H. Petition was Proper: A petition for annexation of this property was properly signed by the requisite number of land owners of the land area within the area proposed for annexation.
- I. No Fiscal Burden Created: City has determined that annexation of this area will not create fiscal burdens on City that will not be offset by the revenues expected to be generated by virtue of this annexation.
- J. Compatibility: The annexation is a compatible land use within this community.
- K. Illegal Peninsulas: The area to be annexed into the City does not create any illegal peninsulas of unincorporated county projecting into the City.

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 151 acres of land. The area proposed for annexation is located adjacent to the current western boundary of Midway City. The topography of the land is generally flat, with some hills and a general drainage pattern from west to east.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City. The extent of services required and the parties' obligations thereto are set forth in the following conditions of annexation.

IX. Conditions of Annexation.

A. Developers' Obligations

As material terms of this Agreement and as conditions of Midway City annexing the Development Parcels and the Annexation Property, Developers, for themselves and their real property successors and assigns with respect to the parcels bearing Tax ID numbers 0WC-1171-0-003-044 and 0WC-1177-0-003-044, legal descriptions of which are attached hereto as "Exhibit B" ("the Development Parcels"), agree to the following:

1. Water

- a. In order to conduct development on the Development Parcels, Developers shall connect the Development Parcels to the Mahogany/Gerber Springs Pressure Zone at Developers' own expense. To connect to this pressure zone Developers may relocate the pressure reducing valve at approximately 300 South and 250 West to 250 West just below 500 South. Developers must also install a pressure reducing valve on Stringtown Road just below 500 South.
 - b. Developers must install a 10-inch water line from the connection to the Mahogany/Gerber Springs Pressure Zone to the Development Parcels. Midway City will grant a water line extension agreement to Developers to cause other future development to contribute to the cost of same.
 - c. The proposed 10-inch water line shall be connected to the existing water line in Stringtown Road by Developers. A pressure reducing valve shall also be installed by Developers before connecting to the water line in Stringtown Road at a location determined by the Midway City Engineer to provide circulation for the waterline extended to the Development Parcels from the Mahogany/Gerber Springs Pressure Zone.
 - d. Developers will supply sufficient water rights to provide for the culinary use of the homes, the irrigation of the individual yards as necessary and the common areas as approved for the Development Parcels.
2. **Streets**
- a. All street improvements within the Development Parcels shall conform to Midway City standards.
 - b. Developers are not required to improve Stringtown Road unless and until Developers develop any lots fronting on Stringtown Road, at which time Developers will be required to improve Stringtown Road to the City's local road standard.
 - c. The subdivision on the Development Parcels will be accessed from Ward's Lane, which will be improved to Midway City's local road standard with 27 feet of pavement within a 50 foot right of way at Developers' expense.
 - d. Developers will dedicate and improve Ward's Lane to a length of at least 1,316 feet from its intersection with Stringtown Road unless a shorter road and road improvements are requested by Developers. In such case, that request must be approved by the City after public hearing and recommendation by the Planning Commission, and public hearing and approval by the City Council. The City Council shall approve the shorter road if it finds it is in the best interest of the public.
 - e. Before submitting preliminary plans for the subdivision, Developers will provide a center line configuration for Ward's Lane, which shall be subject to approval by the City from its beginning at Stringtown Road to its terminus at Hillbrook Ranch.
 - f. Developers will dedicate to the City any land on the Development Parcels that is part of the extension of Ward's Lane beyond the entrance to the subdivision and is within 25 feet to the south of the approved center line for Ward's Lane.
 - g. Developers will provide, during the subdivision approval process, additional rights of way within the Development Parcels in order to facilitate other and future street(s) to connect with the Development Parcels.

3. Sewer

- a. It is anticipated that the Midway Sanitation District ("the District"), which is not a party to this agreement, will require Developers to install a ten (10) inch sewer line in Stringtown Road and will grant a sewer line extension agreement to Developers to cause other future development to contribute to the cost of same. Midway City will cooperate with the District in coordinating utilities to serve the Development Parcels.
- b. All sewer lines within the Development Parcels shall be at least an eight (8) inch pipeline, unless otherwise specified by the City Engineer and District Engineer.

4. Trails

- a. All trails within the Development Parcels shall conform to the Midway City Trails Master Plan and Midway City Trails Standards.
- b. The alignment, trail width and type of trail will be determined during the development review process by the Midway Trails Committee.
- c. Developers will build the Epperson Ditch Trail at Developers' expense within the boundaries of the Development Parcels and dedicate it to the City for public use.

5. Parks

In order to develop the Development Parcels, Developers agree to pay the total sum of \$85,800.00 to the City in satisfaction of the City's requirement of dedication of land for parks. This payment will be made in addition to, and not instead of, any required impact fees.

6. Additional Requirements Applicable to Developers

- a. Developers will submit a conforming application for a subdivision located on the Development Parcels. The first phase will consist of no more than 72 lots on at least 62 acres as has been shown on the concept plans submitted to the City for review during the annexation process, unless the City, in its discretion, agrees to alter this provision during the subdivision approval process.
- b. Developers and Developers' successors and assigns agree to pay the City for the City's costs incurred in creating this Annexation Agreement and in reviewing and processing the Annexation Petition and any application(s) for development on the Development Parcels, including but not limited to legal and engineering fees.
- c. Nothing herein shall be construed to relieve Developers of the standard obligations to also pay application fees, impact fees, connection fees, and other City fees and charges as part of the development process.

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

B. City's Obligations

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

1. Annex approximately 151.135 acres known as the Wasatch Mountain Annexation.
2. Receive, review and consider approval of a subdivision on the Development Parcels in accordance with City zoning restrictions.
3. Concurrent with the approval of the subdivision, the City will agree to the connection of a 10-inch waterline to the City Water System, and the City agrees to cooperate in providing an easement across City-owned property to allow the waterline to service the Development Parcels if the configuration and location of the line are approved by the City Engineer.
4. Conduct a traffic study to assess road impacts from traffic and complete a traffic and road master plan for the area of the annexation.
5. Prepare and implement a new capital improvement program recognizing the annexed area and providing for capital development funds for roads, parks, trails, water and other needs as necessary.
6. Improve Stringtown Road from a local road standard to the Minor Collector Road Standard of 44 feet of pavement within a 66 foot right of way when the traffic on that road warrants such improvement, as determined by the City, using impact fees, contributions from developers and/or any other available revenue useful to the City for this purpose.
7. Accept the dedication of Ward's Lane as completed and approved using the City's local road standard and rural cross section #8 as shown on the City's standards and specifications in existence at the time this Agreement is signed.
8. Grant the red brick home alongside Ward's Lane status as a "non-conforming lot of record" with a setback from the property dedication of Ward's Lane of approximately 17 feet.
9. Grant the business of CEDAR Split Rail Fence Company, Inc. status as a valid non-conforming business operating within the City at the time of annexation.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 11TH day of JANUARY, 2006.

CITY OF MIDWAY
a Utah Municipal Corporation

ATTEST:

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

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

Seal:



APPROVED AS TO FORM:

By (signature): *Arvid Powell*
City Attorney

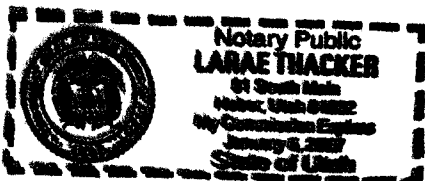
The terms of this Annexation Agreement are agreed to by:

RAY FARRELL

Ray Farrell
Signature

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 11 day of March,
2006 by RAY FARRELL, whose identity was proven to me by satisfactory evidence.



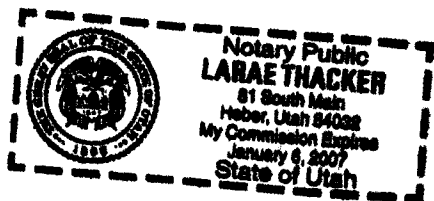
Larae Thacker
NOTARY PUBLIC

STEVEN B. FARRELL

Steven B. Farrell
Signature

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 11 day of March,
2006 by STEVEN B. FARRELL, whose identity was proven to me by satisfactory evidence.



Larae Thacker
NOTARY PUBLIC

Exhibit A

Annexation Boundary Description

WASATCH MOUNTAIN ANNEXATION
BOUNDARY DESCRIPTION

Ent 298481 Bk 0838 Pg 0201

BEGINNING AT A POINT LYING SOUTH 89°23'34" WEST 2051.64 FEET ALONG THE SECTION LINE AND NORTH 830.98 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE PRESENT CITY BOUNDARY OF MIDWAY CITY AS EVIDENCED BY THE SOLDIER HOLLOW MOUNTAIN ANNEXATION DECLARATION THE FOLLOWING NINE (9) COURSES: NORTH 89°28'47" EAST 271.90 FEET; THENCE EAST 475.90 FEET; THENCE NORTH 00°27'20" EAST 511.36 FEET; THENCE NORTH 89°51'02" WEST 226.40 FEET; THENCE NORTH 1334.64 FEET; THENCE SOUTH 89°48'09" WEST 234.85 FEET; THENCE SOUTH 89°01'02" WEST 256.11 FEET; THENCE NORTH 03°36'49" WEST 64.81 FEET; THENCE NORTH 89°47'16" WEST 628.26 FEET; AND RUNNING THENCE SOUTH 00°24'22" EAST 9.77 FEET ALONG THE ONE-QUARTER SECTION LINE; THENCE WEST 67.75; THENCE ALONG THE SOUTHERLY BOUNDARY OF THE RICHARD WILLIAMS SMALL SUBDIVISION THE FOLLOWING FOUR (4) COURSES: THENCE SOUTH 89°40'58" WEST 216.75 FEET; THENCE SOUTH 10°47'21" EAST 51.75 FEET; THENCE SOUTH 41°08'04" WEST 10.75 FEET; THENCE SOUTH 89°27'11" WEST 110.19 FEET; AND RUNNING THENCE NORTH 89°53'00" WEST 935.26 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 06°02'00" WEST 140.13 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 01°08'00" WEST 288.69 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 00°08'05" EAST 252.27 FEET, MORE OR LESS, ALONG THE EASTERLY BOUNDARY OF THE PAUL L. BURT PROPERTY; THENCE SOUTH 89°51'55" WEST 1320.00 FEET, MORE OR LESS, ALONG THE SOUTHERLY BOUNDARY OF THE PAUL L. BURT PROPERTY AND THE WILLIAM K. FARRER, ET. AL., PROPERTY; THENCE SOUTH 00°08'05" EAST 63.30 FEET ALONG THE SECTION LINE; THENCE EAST 18.35 FEET; THENCE SOUTH 00°43'35" WEST 445.08 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 19°49'24" WEST 18.36 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 10°57'27" WEST 28.04 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 00°08'05" EAST 781.46 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°59'24" EAST 269.00 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°50'22" EAST 177.68 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°19'07" EAST 148.04 FEET ALONG AN EXISTING FENCE LINE; THENCE NORTH 89°29'02" EAST 714.18 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 89°32'07" EAST 944.35 FEET ALONG AN EXISTING FENCE LINE; THENCE EAST 454.98 FEET; THENCE NORTH 00°56'15" WEST 327.04 FEET ALONG THE EASTERLY RIGHT OF WAY LINE OF STRINGTOWN ROAD; THENCE SOUTH 58°56'07" EAST 288.53 FEET ALONG AN EXISTING FENCE LINE; THENCE SOUTH 32.00 FEET; THENCE EAST 54.00 FEET; THENCE NORTH 32.00 FEET; THENCE EAST 257.81 FEET; THENCE SOUTH 2.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 153.69 ACRES.

Exhibit B

Development Parcels Description

CASCADES AT SOLDIER HOLLOW
BOUNDARY DESCRIPTION

Ent 298481 Bk 0838 Pg 0203

BEGINNING AT A POINT WHICH IS SOUTH 683.00 FEET AND EAST 1.31 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 4 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN;

THENCE NORTH 00°06'36" WEST 781.46 FEET; THENCE NORTH 10°58'56" EAST 28.04 FEET; THENCE NORTH 19°50'53" EAST 18.36 FEET; THENCE NORTH 00°45'04" WEST 445.08 FEET; THENCE NORTH 89°58'31" WEST 18.35 FEET; THENCE NORTH 00°06'36" WEST 63.30 FEET; THENCE NORTH 89°53'24" EAST 1320.00 FEET; THENCE SOUTH 00°06'36" EAST 10.74 FEET; THENCE SOUTH 89°01'55" EAST 1088.79 FEET; THENCE SOUTH 00°58'34" EAST 187.05 FEET; THENCE SOUTH 09°39'44" EAST 11.34 FEET; THENCE SOUTH 01°05'30" EAST 200.00 FEET; THENCE SOUTH 89°13'43" EAST 275.22 FEET; THENCE SOUTH 00°01'29" WEST 70.01 FEET; THENCE NORTH 89°13'43" WEST 275.22 FEET; THENCE NORTH 89°58'31" WEST 583.58 FEET; THENCE SOUTH 00°01'39" WEST 836.40 FEET; THENCE NORTH 89°30'38" WEST 515.81 FEET; THENCE SOUTH 89°30'31" WEST 714.18 FEET; THENCE SOUTH 89°20'61" WEST 148.04 FEET; THENCE SOUTH 89°51'51" WEST 177.68 FEET; THENCE SOUTH 89°57'55" WEST 269.00 FEET TO THE POINT OF BEGGINING.

CONTAINING: 62.28 ACRES