

Midway City Council
7 July 2020
Regular Meeting

Resolution 2020-14 /
Zenger Annexation Agreement
Amendment and
Midway Vistas Master Plan



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: July 7, 2020

NAME OF PROJECT: Midway Vistas

NAME OF APPLICANT: Kirk Malmrose

PROPERTY OWNER: John Zenger Trust

AGENDA ITEM: Master Plan/Annexation Agreement Amendment

LOCATION OF ITEM: 285 Luzern Road

ZONING DESIGNATION: RA-1-43

ITEM: 6

Kirk Malmrose, agent for John Zenger Trust, is proposing a Master Plan and Annexation Agreement Amendment for Midway Vistas. The property was annexed into Midway as part of the Zenger Annexation and was formerly known under the names of Murano and Malmrose. The property is 83.19 acres and contains 49 lots. There are 25 acres of open space in the proposal. The property is located at 285 Luzern Road and is in the RA-1-43 zone.

BACKGROUND:

Kirk Malmrose is proposing a Master Plan approval and Annexation Agreement amendment for Midway Vistas (formerly known as Murano). The proposed development is 49 lots on 83.19 acres and is in the RA-1-43 zone. The project area was approved for annexation into Midway on June 27, 2007 and the property was later annexed into the City on January 30, 2008. As part of the approved annexation, an annexation agreement was developed and approved by both the landowner and Midway. The agreement is

binding with no expiration date and includes many details pertaining to development of the property. The agreement was based on months of review by the City Council, Planning Commission and staff. The Midway Vistas master plan is similar to the approved Murano concept plan that was included in the annexation agreement but there are some differences.

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

The property is 83.19 acres in size and will be developed in three phases. The proposal is a standard subdivision, which usually has public roads, but the annexation agreement does specify that the roads will be private. The property does contain some sensitive lands in the form of slopes greater than 25%. The proposal has 25.39 acres of open space which is 30.52%. A homeowners' association will be required to maintain the open space/common area. There will also be a mix of public and private trails throughout the development.

The Land Use Code requires that a Master Plan request must demonstrate that approval of the project in multiple phases can occur such that the project can still function autonomously if subsequent phases are not completed. Therefore, the Master Plan application must demonstrate that sufficient property, water rights, roads, sensitive lands protection, and open space are proposed with the first phase, and each ensuing phase, to allow the project to function without subsequent phases. All water rights required will be held in escrow by the City before the master plan agreement is recorded.

LAND USE SUMMARY:

- 84.15 acres
- 25 acres of open space
- Zoned RA-1-43
- Three phases
- Standard subdivision
- Private roads (with a public easement) and storm drain system will be maintained by the HOA

- The lots will connect to the Midway Sanitation District sewer and to the City's culinary water line.
- An 8' paved public trail is planned to run north and south through the length of the property and east and west. An offsite trail is also required in the annexation agreement.
- Sensitive lands on the property include slopes greater than 25%.

ANALYSIS:

Open Space – The code requires that with each phase there is enough open space to comply with the 15% requirement of the code. If phase 1 has 75% open space, then phase 2 only needs to have 25% open space if both phases are equal in acreage. The proposed plans do comply with the open space requirements. Open space per phase is the following:

	Total Acreage	Open Space	%
Phase 1	46.89	13.63	29.06%
Phase 2	19.66	8.32	32.98%
Phase 3	16.64	3.05	30.05%
	83.19	25	30.05%

Part of the open space will not be irrigated for a couple of reasons. Some of the areas that will not be irrigated are in sloped areas and some are areas that historically have never been irrigated. The City tries to anticipate what areas future lot owners or common areas that the HOA may want to irrigate in the future when determining to allow areas without water rights. The Water Board did determine to allow some areas that will not be irrigated, and those areas will be noted on the plat. All lots, except lot 30, have water rights that allow the entire lots to be irrigated.

Density – The annexation agreement limits density to 49 lots which is the amount on the proposed plan.

Access – Each phase of the subdivision must meet the access requirements. The proposed plan does have two points of access for each unit. The three access points for the development are Canyon View Road (public), Interlaken Drive (private), and Luzern Road (Interlaken public road). Because Interlaken Drive is a private road the developer arrived at an agreement with owners of the road that will allow use of Interlaken Drive.

Traffic Study – The developers submitted a traffic study to the City as part of the annexation in 2007. Since that time, there has been development in the area so staff is requiring a new traffic study to be completed that will be submitted with preliminary approval of the first phase, as the code requires.

Geotechnical Study – The developers have submitted a geotechnical study to the City as part of the application (please see executive summary attached to this report). Horrocks Engineers has reviewed the study to determine if any special requirements are needed for construction of the roads and future structures in the development. The report is available for viewing in the planning office or by request.

Lot acreage – The land use code allows the area of lots to reduce in size based on the amount of open space in the subdivision. The code requires 15% open space for this proposal and the developer has provided 30%. Because the developer has 15% extra open space, the lots may reduce in size by 15%, therefore the minimal size lot allowed is 0.85 acres, of which there are several in the proposed master plan.

Sensitive Lands – The property does contain slopes greater than 25%. Dwellings are not allowed on areas of slope greater than 25%. The proposed plan complies with this requirement.

Trails – The Trails Master Plan contains two trails that cross the property. One trail runs north from Canyon View Road to Interlaken and another runs from the center of the property to Interlaken Drive. These trails will be paved. The annexation agreement also requires an offsite trail along Burgi Lane. The City completed that trail several years ago so staff is proposing that the development pay for another similar length trail that will be built in the next few months along Homestead Drive. Both trails are about 300' in length so this proposition does seem equitable.

The Planning Commission and the Trails and Parks Committee have both expressed the desire for a trail to connect to the west side of the property. The developer has provided an access on the proposed plans to make that connection. The City will need to decide if the route that has been proposed is the best route or if there is a better option. Also, though not on the City trail plan, has existed and been used for years and crosses the north section of the Zenger property. The City would like to preserve this back-country trail connection. It could be relocated in the 50' common area along the north end of the property running from Interlaken's pump station heading east all the way to the entrance of Midway Vistas on Interlaken Drive. What is proposed is a 10' public trail easement and volunteers would build the trail.

Setbacks – All structures in the proposed development will need to comply with the RA-1-43 standards.

Height of structures – All structures in the proposed development will be no taller than 35' to the roof measured from natural grade.

All three phases will be one HOA – The three phases of the master plan will all be one Homeowners' Association, and this will be memorialized in the master plan agreement. The HOA is responsible for maintenance of the streets, private trails and any amenities, such as the tennis court, that is provided.

Interlaken Dumpsters in Valais Park – There have been problems with the Interlaken dumpsters located on City property in the Valais Park parking lot. The dumpsters are used by many people even though the dumpsters are only for the residents of Interlaken and the trash from the Valais Park. Because they are so accessible, they are overused and many times there is trash scattered around the dumpster area. For years, the City has tried to relocate the dumpsters and there has been discussion of moving the dumpsters farther up Interlaken Drive near the entrance of Interlaken. It appears there is a suitable site on the Zenger property. The City may require a dumpster site as part of the Annexation Agreement Amendment.

Since the City Council meeting on June 2, a meeting was held to discuss this issue. The Town of Interlaken, the developer, Wasatch County Public Works, and Midway City all had representatives at the meeting. A site was chosen on Edelweiss Lane that could accommodate the dumpsters. The developer would grant an easement, Interlaken would build the infrastructure, and contract would be created and agreed to by both parties. As site plan for the future dumpster location was submitted to the City and is attached to this report.

Roads - The proposal is a standard subdivision, which usually has public roads, but the annexation agreement does specify that the roads will be private. Staff is recommending, as part of the annexation agreement amendment, that a public access easement is granted. The easement will be noted on the plats of all three phases and the master plan agreement.

PLANNING COMMISSION RECOMMENDATION:

Motion: Commissioner Bouwhuis: I make a motion to recommend approval for Midway Vistas, Master Plan and Annexation Amendment. The property was annexed into Midway as part of the Zenger Annexation and was formerly known under the names of Murano and Malmrose. The property is 84.15 acres and contains 49 lots. There are 25.39 acres of open space in the proposal. The property is located at 285 Luzern Road and is in the RA-1-43 zone. We accept staff report and the list of conditions provided in the staff report as follows: The developer will pay the cost of building a 300' section of trail along Homestead Drive that will take the place of the trail that City built along Burgi Lane that was originally required of the developer. Developer will propose potential locations for the Valais Park dumpsters in the boundaries of the master plan and that a possible location would be the far east side of the property off Interlaken. The area being considered for the burden of costs to the city and that we feel that it is inappropriate to have the dumpsters located at the entrance to this development. All approved non-irrigated areas will be noted on the plats. A note is placed on the plats informing future owners that the 15 most elevated lots will each require an irrigation pump because they are located above the irrigation ditch.

Seconded: Commissioner McKeon.

Chairman Nicholas: Any discussion on the motion?

Chairman Nicholas: All in favor.

Ayes: Commissioners: Ream Bouwhuis, McKeon, Whitney, Simons, and Crawford

Nays: None

Motion: Passed

WATER BOARD RECOMMENDATION:

The Water Board has reviewed the master plan and has determined that 191.24-acre feet are required for the entire project. The final numbers need to be calculated but Phase 1 would dedicate 120.18 acre-feet, Phase 2 would dedicate 32.7-acre feet, and phase 3 would dedicate 40.91-acre feet. All the required water rights will be held in escrow before the master plan agreement is recorded.

POSSIBLE FINDINGS:

- The proposal complies with the requirements of the code for standard subdivisions.
- The proposal does meet the vision of the area as described in the General Plan for the RA-1-43 zone.
- The public trails will be built by the developer that will be an amenity to the entire community.

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action can be taken if the City Council finds the proposal complies with the requirements of the Land Use Code.
 - a. Accept staff report
 - b. List accepted findings
 - c. Place condition(s) if needed
2. Continuance. This action can be taken if the City Council finds that there are unresolved issues.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for continuance
 - i. Unresolved issues that must be addressed
 - d. Date when the item will be heard again

3. Denial. This action can be taken if the City Council finds that the request does not meet the requirements of the code.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial

PROPOSED CONDITIONS:

1. The developer will pay the cost of building a 300' section of trail along Homestead Drive that will take the place of the trail that the City built along Burgi Lane that was originally required of the developer.
2. Developer will propose potential locations for the Valais Park dumpsters in the boundaries of the master plan.
3. All approved non-irrigated areas will be noted on the plats.
4. A note is placed on the plats informing future owners that the 15 most elevated lots will each require an irrigation pump because they are located above the irrigation ditch.
5. Private roads in the development will have a public access easement which will be noted on the plats and in the master plan agreement.
6. The developer will provide a 10' public trail easement to relocate the existing back-country trail. The trail will run from the Interlaken pump station in the 50' wide common area to the entrance of Midway Vistas near Interlaken Drive.

July 7, 2020

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

Subject: Midway Vistas Subdivision – Master Plan Review

Dear Michael:

Horrocks Engineers recently reviewed the Midway Vistas subdivision plans for Master Plan approval. The proposed subdivision borders Interlaken to the North, the Scotch Fields Subdivision to the South and Interlaken Drive to the East. The proposed subdivision consists of 49 lots. The following issues should be addressed.

General Comments

- Each phase within the Master Plan appears to be a stand-alone phase.
- All drawings and standards should meet the Midway City updated 2020 specifications.

Water

- The proposed development will be served from the Cottages on the Green pressure zone.
- The proposed development will connect to the existing 8" culinary water line in Interlaken Drive to the east of the subdivision and to a 10" culinary water line in Dutch Fields subdivision to the South of the proposed subdivision.
- To accommodate fire flows it appears a 10" water line will need to be installed throughout the subdivision. This will be addressed during the preliminary approval process.
- During the approval process we need to address the required water pressure of the highest lots.

Roads

- A Traffic Impact Study, dated May 26, 2020, was completed by Hales Engineering. The study indicates that the peak hour of operation is in the evening generally between 5:00 and 6:00 pm. The study indicates that each intersection is currently operating at a Level of Service (LOS) A. The study states that "All study intersections are anticipated to operate at LOS A during the evening peak hour with project traffic added."
- The proposed roads within development will be private and have right-of-way widths of 56' with sidewalk on both sides of the road.
- As part of the annexation agreement all roads within the subdivision will be private with a public use easement.
- Any access issues relative to the town of Interlaken need to be resolved.

Pressure Irrigation

- The subdivision will be serviced by Midway Irrigation Company. Lots higher in elevation will likely have issues with pressure. This should be addressed as part of the preliminary approved plans.
- All removal, additions, or revisions to pressure irrigation system must be approved by Midway Irrigation Company.

Trails

- An 8' public trail system is shown throughout the development. This should be shown as a private trail with public use easement.
- The trails will connect with Scott Fields development on Canyon View Road.

Storm Drain

- The storm drain system will be private and will be collected within the proposed curb and gutter and discharged to a series of catch basins, sumps, and detention basins with the development.
- Midway Vistas HOA will be responsible for maintenance of the detention basins.

Sewer

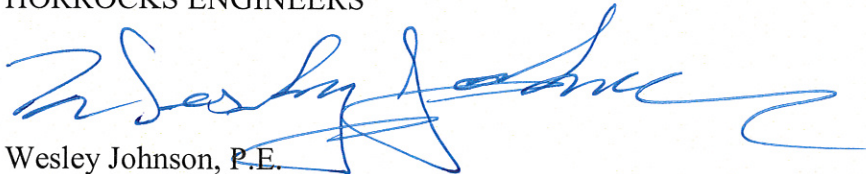
- Sewer will be provided by Midway Sanitary Sewer District.

The following items will need to be submitted for preliminary review:

- Roadway, trail, and detention pond cross sections
- An updated traffic report shall be submitted for final approval.

Please feel free to call our office with any questions.

Sincerely,
HORROCKS ENGINEERS

A handwritten signature in blue ink, appearing to read 'Wesley Johnson', with a stylized flourish at the end.

Wesley Johnson, P.E.
Midway City Engineer

cc: Berg Engineering

Exhibits

Exhibit 1 – Location Map

Exhibit 2 – Proposed Site Plan

Exhibit 3 – Proposed Phasing Plan

Exhibit 4 – Proposed Interlaken Dumpster Location

Exhibit 5 – Geotechnical Report Summary (partial – full report will be sent by request)

Exhibit 6 – Annexation Concept Plan

Exhibit 7 – Zenger Annexation Agreement

Exhibit 1

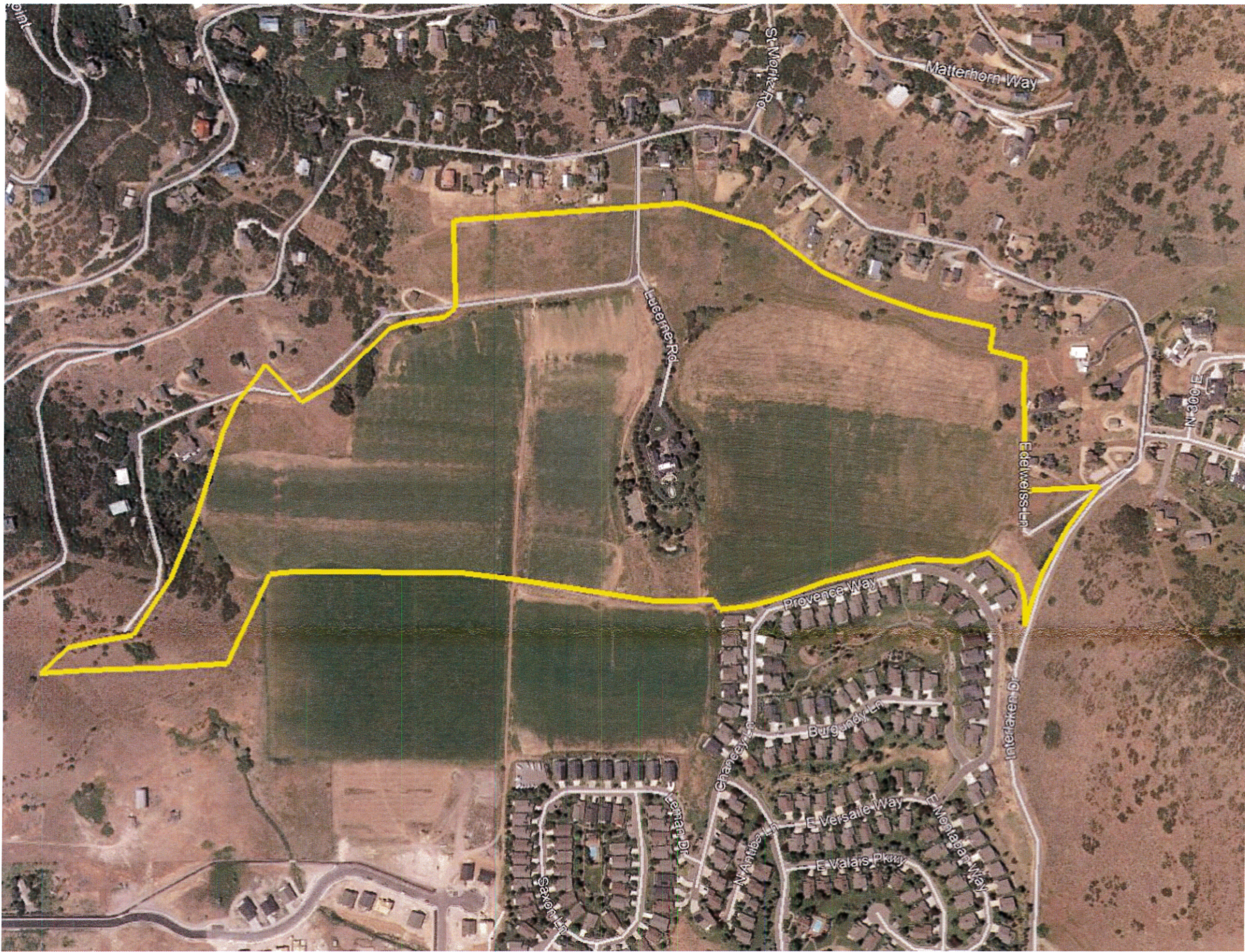


Exhibit 2



ALLOWED LOT SIZE
 LOT SIZE AND FRONTAGE MAY BE REDUCED 15%
 DUE TO THE EXTRA 15% OPEN SPACE THAT IS
 BEING DEDICATED FOR THIS SUBDIVISION.
 ALLOWED MINIMUM LOT SIZE 0.85 ACRES
 ALLOWED MINIMUM FRONTAGE 127.50 FEET

LOT 30:
 IRRIGATED AREA = 1.63 ACRES
 NON-IRRIGATED AREA = 1.24 ACRES
 IMPERVIOUS AREA = 1.00 ACRES

(ROAD ROW IRRIGATED AREA FOR SWALES = 1.91 ACRES)

LUZERN ROAD NOTE:
 LUZERN ROAD WILL BE ABANDONED THROUGH
 LOTS 27-29. LUZERN ROAD WILL CONNECT TO
 THE NEW ROAD IN THE SUBDIVISION BETWEEN
 THE WELL PUMP HOUSE AND LOT 27 TO
 CONNECT TO THE NEW ROAD IN THE
 SUBDIVISION.

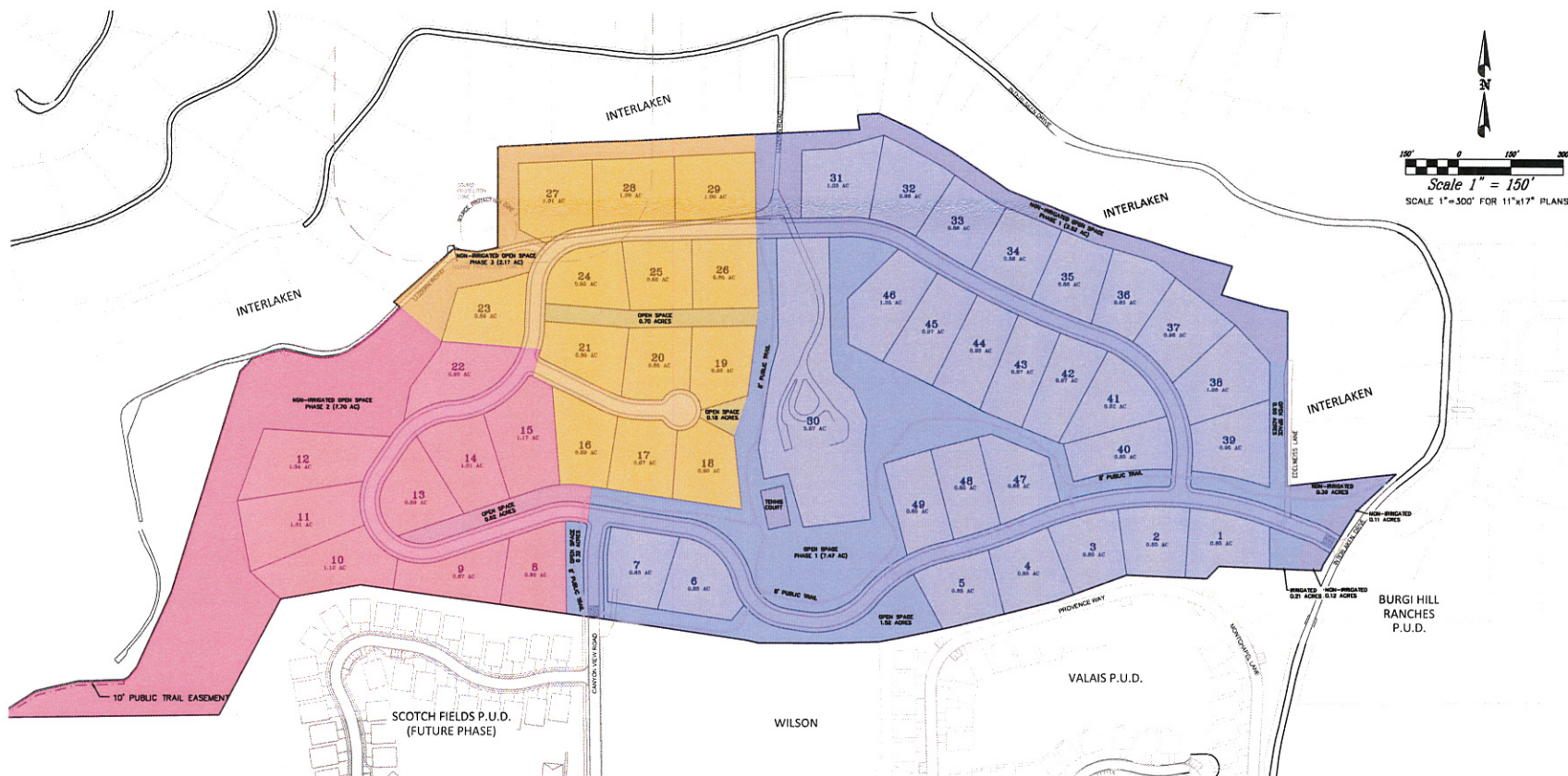
LEGEND	
	COMMON AREA WITH TRAILS & TENNIS COURT (12.03 ACRES)
	IRRIGATED COMMON AREA (11.15 ACRES)
	NON-IRRIGATED COMMON AREA/OPEN SPACE (13.36 ACRES)
	LOTS
	PUBLIC TRAILS (4,717 LF)
	SLOPES GREATER THAN 25%

LAND USE TABLE	
TOTAL AREA	83.19 AC
OPEN SPACE REQUIREMENT	12.48 AC (15.00%)
OPEN SPACE (PROPOSED)	25.39 AC (30.52%)
NUMBER OF LOTS	48 NEW LOTS 1 ZENGER LOT 49 TOTAL LOTS
NUMBER OF LOTS MATCHES ANNEXATION AGREEMENT.	

THIS DOCUMENT IS RELEASED
 FOR REVIEW ONLY. IT IS NOT
 INTENDED FOR CONSTRUCTION
 UNLESS SIGNED AND SEALED.
 PAUL S. BERG P.E.
 SERIAL NO. 200285
 DATE: 10 APR 2020

KIRK MALMROSE MIDWAY VISTAS	
MASTER SITE PLAN	
DESIGN BY: CNB DRAWN BY: CNB	DATE: 15 APR 2020 REV: 3

Exhibit 3



PHASE	TOTAL LOTS	LOTS#	TOTAL AREA	OPEN SPACE IN PHASE	OPEN SPACE % IN PHASE	CUMULATIVE OPEN SPACE % IN PROJECT	NON-IRRIGATED OPEN SPACE
1	27	1-7, 30-49	46.89 AC	13.63 AC	29.06%	29.06%	3.36 AC
2	9	8-15, 22	19.66 AC	8.32 AC	43.90%	32.98%	7.70 AC
3	13	16-21, 24-29	16.64 AC	3.05 AC	18.33%	30.05%	2.17 AC
			83.19 AC				

NOTES:
15% REQUIRED PER CITY ORDINANCE.
30% REQUIRED FOR REDUCE LOT SIZES PROPOSED WITH THIS PROJECT.

LEGEND
PHASE 1
PHASE 2
PHASE 3

LAND USE TABLE	
TOTAL AREA	83.19 AC
OPEN SPACE REQUIREMENT	12.48 AC (15.00%)
OPEN SPACE (PROPOSED)	25.39 AC (30.52%)
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NUMBER OF LOTS MATCHES ANNEXATION AGREEMENT.	

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PAUL S. BERG P.E.
SERIAL NO. 205085
DATE 12 APR 2020

KIRK MALMROSE
MIDWAY VISTAS
PHASING PLAN

BERG ENGINEERING
300 E Main St, Suite 204
Arroway, UT 84049
PH 435.657.9749

DESIGN BY: CNB
DRAWN BY: CNB
DATE: 15 APR 2020
REV:

SHEET
4

Exhibit 4

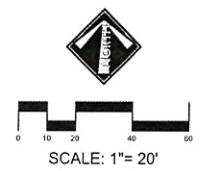
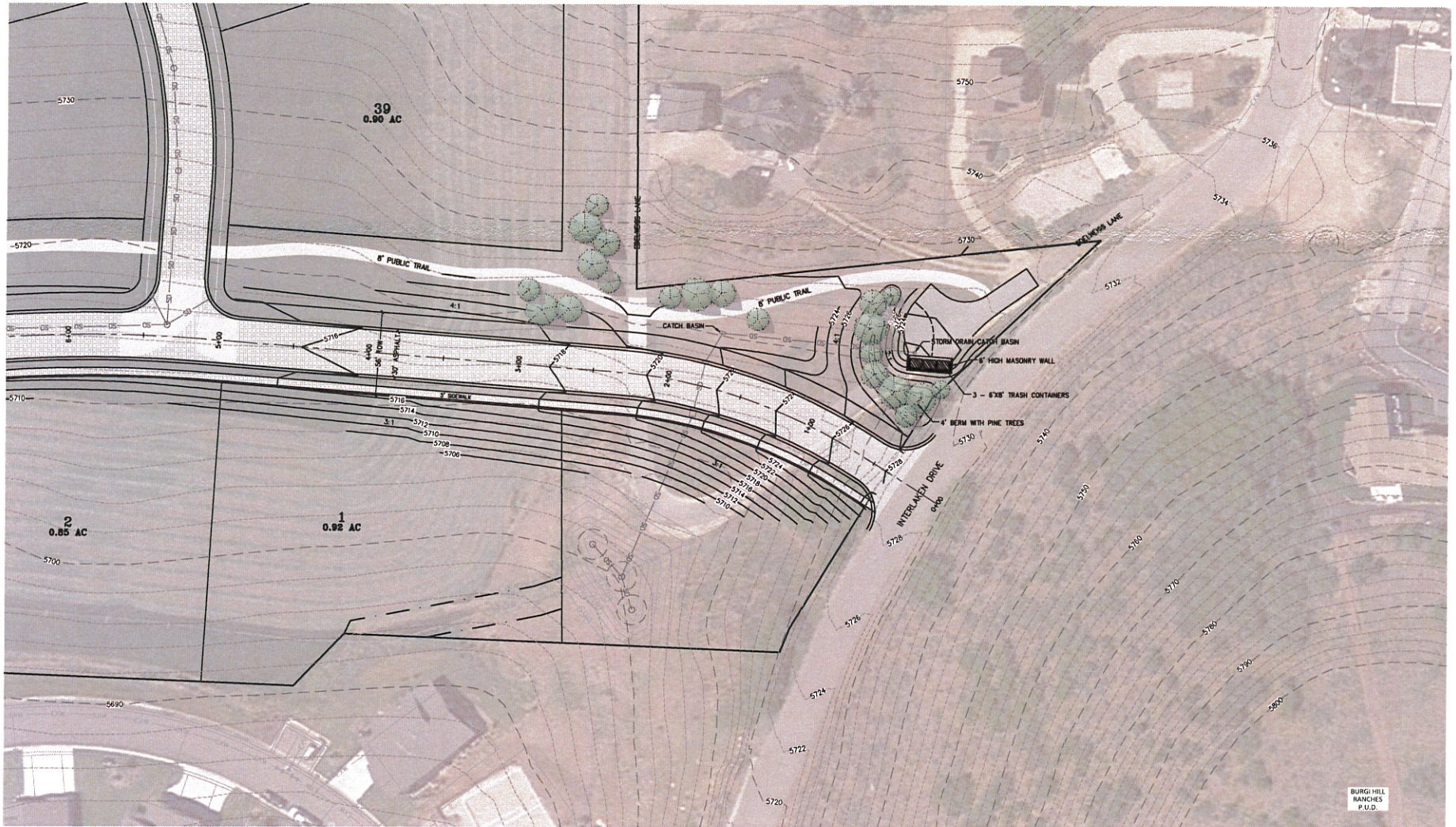


Exhibit 5



Y² Geotechnical, P.C.
Geotechnical, Geologic & Environmental

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Layton, UT 84041-0983
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Toll-Free: 1-866-771-4209
E-Mail: jay@y2geotech.com

**GEOTECHNICAL STUDY
MURANO SUBDIVISION
APPROX. 1600 NORTH
INTERLAKEN DRIVE
MIDWAY, UTAH**

Prepared By:

Y² GEOTECHNICAL, P.C.
P.O. BOX 983
LAYTON, UT 84041

(801) 546-6505

Y² JOB NUMBER: 07G-127

Prepared for:

SCOTT MCEUEN
WATTS ENTERPRISES
5200 SOUTH HIGHLAND DRIVE
SALT LAKE CITY, UTAH 84117

August 16, 2006

1.0 INTRODUCTION

This report presents the results of a geotechnical investigation for the proposed subdivision to be located at approximately 1600 North Interlaken Drive in Midway, Utah. The general location of the site, with respect to existing roadways, is shown on Figure No. 1, *Vicinity Map*, at the end of this report.

This investigation was done to assist in evaluating the subsurface conditions and engineering characteristics of the foundation soils and in developing our opinions and recommendations concerning appropriate foundation types, floor slabs, and pavements. This report presents the results of our geotechnical investigation including field exploration, laboratory testing, engineering analysis, and our opinions and recommendations. Data from the study is summarized on Figures 3 thru 22 and in the Laboratory Results.

2.0 PROPOSED CONSTRUCTION

We understand that the proposed development will be a 48 lot residential development consisting of single family homes on 55 acres. It is anticipated that these buildings will be one to two story with both with and without basements. We estimate that the maximum loads for the proposed structures will not exceed 4 kips per linear foot for bearing walls, 30 kips for columns, and 150 to 200 pounds per square foot for floor slabs. If structural loads are significantly greater than those discussed herein or if the project is substantially different than described above, our office should be notified so that we may review our recommendations, and if necessary, make modifications.

In addition to the structures described above it is anticipated that utilities will be constructed to service the buildings, that exterior concrete flatwork will be placed in the form of curb and gutter, and sidewalks, and that an asphalt concrete paved roadway will be constructed.

3.0 CONCLUSIONS

The following is a brief summary of our findings and conclusions:

1. The subject site is suitable for the proposed construction provided the recommendations presented in this report are followed.
2. Based upon the twenty test pits excavated for this investigation, this site is covered with 12 to 30 inches of topsoil. The native soils below the topsoil generally consisted of a medium stiff to hard lean clay (CL), stiff to hard lean clay with sand (CL), hard fat clay with sand (CH), dense clayey gravel with sand (GC), stiff sandy lean clay with gravel (CL), dense silty sand with gravel (SM), medium dense to very dense clayey gravel (GC), stiff gravelly lean clay with sand (CL), hard lean clay with gravel (GC), hard sandy lean clay (CL), hard fat clay (CH), and medium dense clayey sand (SC) which extended to the maximum depth investigated (10 feet). Bedrock was encountered in some test pits between 4 and 9 feet below existing site grade. Water was not encountered in our test pits at the time of this investigation.
3. The native clay soils are expansive and susceptible to swelling. Laboratory testing indicated swell of between 2.0% and 4.1% when wetted.
4. Due to the expansive nature of the native clay soils encountered on this site, footings may need to be constructed on up to 4 feet of properly placed and compacted structural fill extended to the undisturbed native soils. Lot specific testing and recommendations should be conducted at the time of construction to adequately address the swelling nature of the native clays at the anticipated foundation depth.
5. Standard strip and spread footings may be designed for a maximum bearing capacity of 4,000 psf on 4 feet of structural fill. However, a lower bearing capacity may be specified if less structural fill is required. More detailed information pertaining to the construction of foundations is provided in Section 10.0, Foundations of this report.
6. Due to the expansive nature of the native clay soils preventing water infiltration below the building will be critical. A subsurface drainage system should be designed to correct and divert water away from the building. Downspouts need to discharge at least 10 feet beyond the backfill. Subsurface drainage is discussed in section 13.0 of this report.
7. Due to the expansive nature of the native clay soils, a separator stabilization fabric should be used below the aggregate road base. The native soils classified as Type A-6 and A-7-5 materials according to the AASHTO M-145. Therefore, residential pavements should consist of 3 inches of asphalt and 11 inches of untreated aggregate

base placed directly on the stabilization fabric on the native subgrade or 3 inches of asphalt, 6 inches of untreated aggregate base and 8 inches of granular borrow placed directly on the stabilization fabric on the native subgrade material. Additional pavement recommendations are stated in Section 14.0 of this report.

8. This investigation was performed with test pits. Section 10.0 of this report provides specific requirements for placement of structures near test pit locations.

4.0 SITE CONDITIONS

The site is an irregular shaped parcel of land located at approximately 1600 North Interlaken Road in Midway, Utah. The site sits in a small valley to the west of Burgi Hill, and slopes uphill to the north and east at approximately 4 percent and is cultivated with hay, grasses and weeds with a few small trees along the northern edge. A hydrothermal spring is located on the southwest corner of the property boundary. No standing or surface water, other than the heavily irrigated crops, was noticed on the site at the time of our investigation. The site is surrounded to the east by Burgi Hill, the north by Wasatch National Forrest, to the west by undeveloped land, and to the south by developed subdivision.

5.0 FIELD INVESTIGATION

The field investigation consisted of excavating 20 test pits to depths between 2½ and 10 feet below current site grades with approximate locations shown on Figure 2 at the end of this report. The soils encountered at the site were continuously logged by a qualified member of our geotechnical staff. Both relatively undisturbed and disturbed samples were obtained and returned to our laboratory for testing.

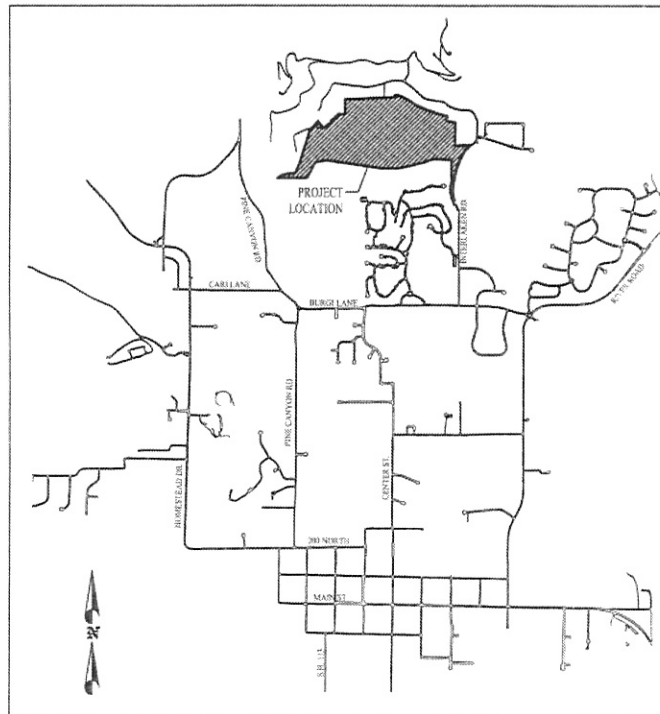
6.0 LABORATORY TESTING

The samples obtained during the field investigation were sealed and returned to our laboratory where samples were selected for laboratory testing. Laboratory tests included natural moisture and density determinations, Atterberg Limits tests, consolidation-swell tests, and grain size distribution analyses. The results of these tests are shown at the end of this report.

Exhibit 6

MURANO

MASTER PLAN



MIDWAY CITY
VICINITY MAP

SHEET INDEX

1. MASTER PLAN
2. SITE PLAN & PHASING PLAN
3. STREETS AND TRAILS PLAN
4. SANITARY SEWER PLAN
5. CULINARY WATER PLAN
6. PRESSURIZED IRRIGATION PLAN
7. STORM DRAIN PLAN
8. OPEN SPACE MAP
9. SENSITIVE LANDS MAP
10. LANDSCAPE PLAN

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PAUL S. BERG, P.E.
SERIAL NO. 200505
DATE 20 JUL 2007

MURANO MASTER PLAN - 20 JULY 2007

MIDWAY CITY, UT

WATTS ENTERPRISES
ADDRESS: 6200 S HIGHLAND DR. SLC, UT 84117
PHONE: (801) 272-7111

COVER SHEET

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

SCALE:
NTS

DESIGN BY: PDB
DRAWN BY: PDB

DATE: 20 JUL 2007
REV:

DRAWING NO.
COVER

SHEET NO.
0



MIDWAY, UTAH

WATTS ENTERPRISES
ADDRESS 4200 S. HIGHLAND DR. SIC TO EAST
PHONE (801) 372-7711

MURANO MASTER PLAN

SOWBY & BERG CONSULTANTS
300 S. MAIN ST. SUITE B. MIDWAY 84043
PHONE (432) 657-9748

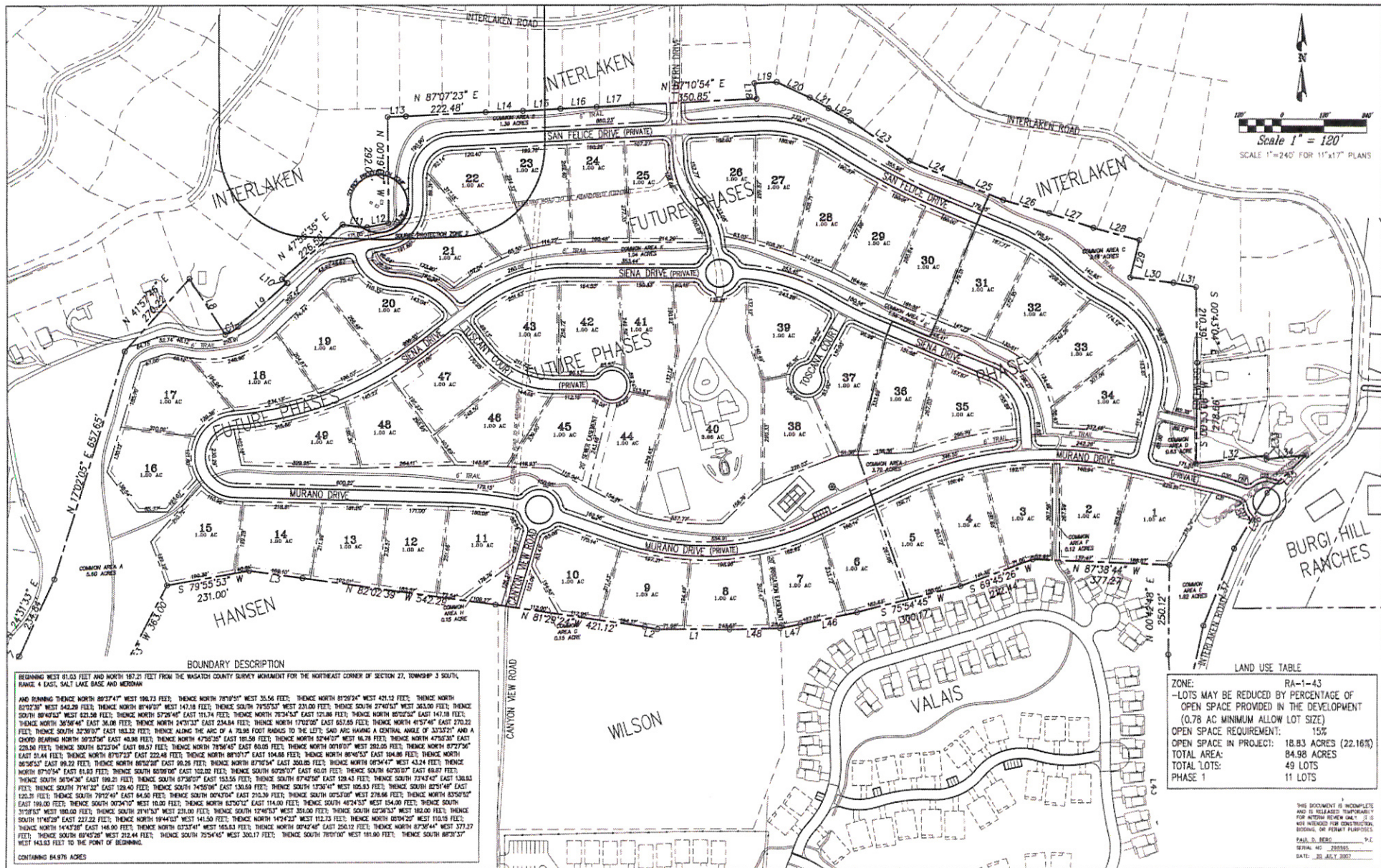
SCALE
1" = 20'

DESIGN BY PDB
DRAWN BY CHD

DATE 22 NOV 2006
REV

DRAWING NO.
MURANO

SHEET NO.
1



Scale 1" = 120'
SCALE 1"=240' FOR 11"x17" PLANS

BOUNDARY DESCRIPTION

BEGINNING WEST 81.53 FEET AND NORTH 187.21 FEET FROM THE WASATCH COUNTY SURVEY MONUMENT FOR THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

AND RUNNING THENCE NORTH 87°27'47" E 222.48' FEET; THENCE NORTH 70°57'57" W 35.56 FEET; THENCE NORTH 87°29'47" W 421.12 FEET; THENCE NORTH 87°29'37" W 542.29 FEET; THENCE NORTH 87°40'07" W 147.18 FEET; THENCE SOUTH 79°57'57" W 231.00 FEET; THENCE SOUTH 27°40'57" W 363.00 FEET; THENCE SOUTH 89°40'47" W 421.28 FEET; THENCE NORTH 87°29'47" E 111.74 FEET; THENCE NORTH 70°54'57" E 121.16 FEET; THENCE NORTH 87°29'37" E 147.18 FEET; THENCE NORTH 30°54'47" E 36.00 FEET; THENCE NORTH 24°57'57" E 234.84 FEET; THENCE NORTH 17°02'07" E 653.65 FEET; THENCE NORTH 45°57'47" E 272.32 FEET; THENCE SOUTH 32°30'07" E 183.32 FEET; THENCE ALONG THE ARC OF A 70.86 FOOT RADIUS TO THE LEFT, SAID ARC HAVING A CENTRAL ANGLE OF 33°25'37" AND A CHORD BEARING NORTH 59°23'57" E 40.96 FEET; THENCE NORTH 47°56'57" E 195.58 FEET; THENCE NORTH 52°44'57" W 167.78 FEET; THENCE NORTH 47°56'57" E 223.56 FEET; THENCE SOUTH 87°29'47" E 90.57 FEET; THENCE NORTH 79°56'47" E 45.95 FEET; THENCE NORTH 89°57'57" W 392.80 FEET; THENCE NORTH 87°29'37" E 44.44 FEET; THENCE NORTH 87°29'37" E 222.48 FEET; THENCE NORTH 87°29'37" E 104.86 FEET; THENCE NORTH 80°45'57" E 129.86 FEET; THENCE NORTH 80°45'57" E 90.26 FEET; THENCE NORTH 87°29'37" E 300.85 FEET; THENCE NORTH 87°29'37" W 43.24 FEET; THENCE NORTH 87°29'37" E 61.83 FEET; THENCE SOUTH 89°57'57" E 102.82 FEET; THENCE SOUTH 87°29'37" E 40.91 FEET; THENCE SOUTH 87°29'37" E 48.47 FEET; THENCE SOUTH 80°45'57" E 198.22 FEET; THENCE SOUTH 87°29'37" E 153.55 FEET; THENCE SOUTH 87°29'37" E 129.43 FEET; THENCE SOUTH 79°56'47" E 130.83 FEET; THENCE SOUTH 79°56'47" E 120.31 FEET; THENCE SOUTH 79°56'47" E 84.50 FEET; THENCE SOUTH 89°57'57" E 210.30 FEET; THENCE SOUTH 89°57'57" W 278.66 FEET; THENCE NORTH 87°29'37" E 190.80 FEET; THENCE SOUTH 89°57'57" W 102.82 FEET; THENCE NORTH 87°29'37" E 114.00 FEET; THENCE SOUTH 87°29'37" W 154.00 FEET; THENCE SOUTH 87°29'37" W 180.80 FEET; THENCE SOUTH 87°29'37" W 231.00 FEET; THENCE SOUTH 12°46'57" W 350.00 FEET; THENCE SOUTH 87°29'37" W 162.00 FEET; THENCE NORTH 11°42'07" E 227.22 FEET; THENCE NORTH 19°44'57" W 141.50 FEET; THENCE NORTH 14°24'27" W 112.73 FEET; THENCE NORTH 89°57'57" W 110.18 FEET; THENCE NORTH 14°24'27" E 148.80 FEET; THENCE NORTH 87°29'37" W 163.83 FEET; THENCE NORTH 87°29'37" E 260.12 FEET; THENCE NORTH 87°29'37" W 379.37 FEET; THENCE SOUTH 89°57'57" W 232.44 FEET; THENCE SOUTH 79°56'47" W 300.17 FEET; THENCE SOUTH 79°56'47" W 188.60 FEET; THENCE SOUTH 87°29'37" W 143.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 64.876 ACRES

LAND USE TABLE

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

THIS DOCUMENT IS INCOMPLETE AND IS RELEASED TEMPORARILY FOR INTERIM REVIEW ONLY. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

PAUL S. BERG P.E.
SERIAL NO. 285955
DATE: 20 JUL 2007

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

SITE & PHASING PLAN

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

SCALE: 1"=120'
DESIGN BY: PDB
DRAWN BY: CNB
DATE: 20 JUL 2007
REV:

DRAWING NO. SHEET NO.
SITE 2



MIDWAY CITY, UT

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

SANITARY SEWER PLAN

SOWBY & BERG CONSULTANTS
380 E MAIN ST. STE B, MIDWAY UT, 84049
PHONE: (435) 537-9745

SCALE
1"=120'

DESIGN BY: PDH
DRAWN BY: CNB

DATE: 20 JUL 2007
REV:

DRAWING NO. SHEET NO.
SEWER 4

Exhibit 7



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

RESOLUTION 2007-07

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

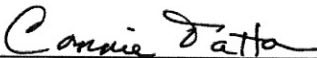
WHEREAS, The signer(s) of the petition for annexation, which was accepted for further consideration by the Midway City Council on the 8th day of November 2006, also known as the "Zenger Annexation" ("Petitioner") request that the City of Midway ("City") enter into an annexation agreement for the property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

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

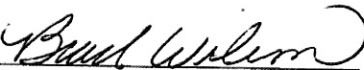
**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF MIDWAY, COUNTY OF WASATCH, UTAH:**

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

PASSED AND ADOPTED by the Council of the City this 27th day of June, 2007


Connie Tatton, Mayor

ATTEST:


Brad Wilson, City Recorder



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

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

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

RECITALS

- A. Midway City, acting pursuant to its authority under Utah Code Annotated (UCA) 10-9a-101 *et seq.*, and UCA 10-2-401 *et seq.* in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the proposed annexation and, in the exercise of its legislative discretion, has elected to enter into this agreement.
- B. Developers are some, but not all, of the owners of certain real property described on "Exhibit A" attached hereto and incorporated herein by reference, which property is proposed for annexation to Midway City and is hereinafter referred to as "the Annexation Property".
- C. The Annexation Property, once annexed into Midway City, will be subject to the City of Midway Zoning Ordinance and other City ordinances. Developers and City desire to allow Developers and others to make improvements to the Annexation Property.
- D. The improvements and changes to be made to the Annexation Property shall be consistent with the current ordinances and standards of the City of Midway, any future changes to ordinances and standards of the City of Midway, and the City of Midway General Plan.
- E. Developers and City acknowledge and agree that the development and improvement of the Annexation Property pursuant to this Agreement will result in planning and economic benefits to the City and its residents, and will provide certainty useful to the Annexation Property and the City in ongoing future communications and relations with the community.
- F. The City's governing body has authorized execution of this Agreement by Resolution No. 2007-07, to which this Agreement is attached.
- G. The City has authorized the negotiation of and adoption of annexation agreements under appropriate circumstances where proposed development contains outstanding features

which advance the policies, goals and objectives of the Midway City General Plan, preserves and maintains the open and rural atmosphere desired by the citizens of Midway City, and contributes to capital improvements which substantially benefit the City.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

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

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

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

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

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

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

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

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

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

A. Contiguity: The area proposed for annexation is contiguous to the boundaries of City.

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

VIII. General Character of the Land to be Annexed.

- A. Description of Land: The Annexation Property consists of approximately 95 acres of land. The area proposed for annexation is located adjacent to the current northern boundary of Midway City. The topography of the land is generally sloped, with a general drainage pattern from north to south.
- B. Municipal Services Required: The Annexation Property will require municipal services from the City. The extent of services required and the parties' obligations thereto are set forth in the following conditions of annexation.

IX. Conditions of Annexation.

A. Developers' Obligations

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

1. Water

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

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

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

3. Sewer

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

4. Trails

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

5. Parks

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

6. Additional Requirements Applicable to Developers

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

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

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

B. City's Obligations

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

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

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

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

CITY OF MIDWAY
a Utah Municipal Corporation

ATTEST:

By (signature): Brad Wilson
Brad Wilson
City Recorder

By (signature): Connie Tatton
Connie Tatton
Mayor



APPROVED AS TO FORM:

By (signature): Craig Powell
City Attorney

The terms of this Annexation Agreement are agreed to by:

Ent 331391 Bk 0959 Pg 0328

MURANO VILLAGE, L.L.C.

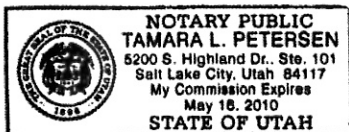
Russell K. Wirth
Signature

STATE OF UTAH)

) ss.

County of Wasatch)

The foregoing instrument was acknowledged before me this 17 day of July,
20 07 by Russell K. Wirth whose identity was proven to me by satisfactory evidence,
on behalf of Murano Village.



Tamara L. Petersen
NOTARY PUBLIC

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

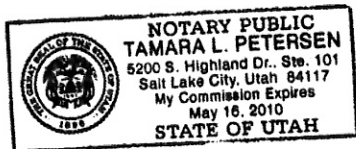
John H. Zenger
Signature

STATE OF UTAH)

) ss.

County of Wasatch)

The foregoing instrument was acknowledged before me this 17 day of July,
20 07 by John H. Zenger whose identity was proven to me by satisfactory evidence.



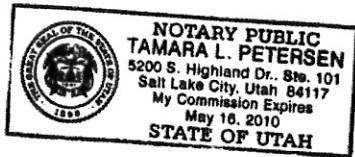
Tamara L. Petersen
NOTARY PUBLIC

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

Holly Zenger
Signature

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 17 day of July,
20 07 by Holly Zenger whose identity was proven to me by satisfactory evidence.



Tamara L. Petersen
NOTARY PUBLIC

Exhibit A

Annexation Boundary Description

Ent 331391 Bk 0959 Pg 0330

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

CONTAINING 92.944 ACRES.

Exhibit B Ent 331391 Bk 0959 Pg 0332

Development Parcels Description

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

CONTAINING 92.944 ACRES.



RESOLUTION

2020-__

A RESOLUTION APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE ZENGER ANNEXATION

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

WHEREAS, the Midway City Council finds it in the public interest of the City of Midway to enter into an annexation agreement with the developer of the proposed Zenger Annexation for the annexation, use and development of the land included within that proposed project;

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

Section 1: Pursuant to paragraph V(D) of the Annexation Agreement, the Midway City Council approves the Amended Annexation Agreement attached hereto and authorizes the Mayor of Midway City to execute the agreement on behalf of the City.

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

PASSED AND ADOPTED by the City Council of Midway City, Wasatch County, Utah this _____ day of _____ 2020.

AYE

NAY

Council Member Steve Dougherty

Council Member Lisa Christen

Council Member Kevin Payne

Council Member Jeff Drury

Council Member Jared Simonsen _____

APPROVED: (SEAL)

Celeste Johnson, Mayor

ATTEST: APPROVED AS TO FORM:

Brad Wilson, City Recorder

Corbin Gordon, City Attorney

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, City Recorder

**AMENDMENT TO
ANNEXATION AGREEMENT/MASTER PLAN
FOR THE
ZENGER ANNEXATION
MIDWAY CITY, UTAH**

An Annexation Agreement (“Agreement”) was entered into on July 17, 2007 by and between Midway City, a political subdivision of the State of Utah, (hereinafter referred to as the “City”), and the following: JOHN H. ZENGER AND HOLLY ZENGER, individually, and as co-trustees of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981, herein after referred to as “Developers”.

Developers have asked that the Annexation Agreement be amended, and the parties agree that in doing so, the Amended Annexation Agreement shall also serve as the Master Plan for the development, that will not require the Developers to go through a separate Master Plan approval process.

In accordance with paragraph V(D) of the Agreement, the parties do hereby mutually agree to amend the Agreement as follows:

1. *Title to the Document:* All references to Annexation Agreement and Amended Annexation Agreement are hereby amended as follows: Annexation Agreement/Master Plan and Amended Annexation Agreement/Master Plan.
2. *Paragraph IX(A)(6)(h) is added as follows:* *Interlaken Dumpsters in Valais Park* – There have been problems with the Interlaken dumpsters located on City property in the Valais Park parking lot. Midway City has terminated the 2006 Interlaken Drive Improvement Agreement that allowed the dumpsters to be located on Valais City Park property. The dumpsters shall be relocated to the location on the developers property as set forth in Exhibit A. An easement for the dumpsters, and ingress from and to the dumpsters shall be recorded in favor of the Town of Interlaken, at the time that the plat for the first phase of the development is recorded. Developer shall enter into an agreement with Interlaken, and shall include a reference to the agreement as a note on the subdivision plat, that establishes the following: 1) all installation and excavation of the area for the dumpsters and the turnaround for the dumpsters shall be the responsibility of Interlaken; 2) landscaping shall be installed around the dumpsters at the sole cost of Interlaken directed at limiting the visual impact of the dumpsters; 3) the need for and/or the design for any enclosure to surround the dumpsters shall be mutually agreed to between the Developer and Interlaken; 4) all landscaping/enclosure plans shall be approved by Developer and the City Planner and City Engineer, and shall be in keeping with the landscaping of the Development; 5) all landscaping, snow removal, and maintenance of the ingress and egress from the dumpsters shall be the sole obligation of Interlaken; 6) all design costs, construction costs, and costs to move the dumpsters shall be born by Interlaken; and 7) the dumpsters shall be moved immediately from their current location and placed by the

Interlaken pump house, and shall be relocated to the location agreed to within the Development no later than the completion of the infrastructure for Phase 1.

3. *Paragraph IX(A)(2)(h) is added as follows: Roads* – The roads within the subdivision shall be private, but Developer shall dedicate a public access easement across all private roads within all phases of the Development. The public access easement shall be designated on the plat of each phase.
4. *Paragraph IX(A)(4)(e) is added as follows: Trails* – The Trails Master Plan contains two trails that cross the property. One trail runs north from Canyon View Road to Interlaken and another runs from the center of the property to Interlaken Drive. These trails shall be paved. The Planning Commission and the Trails and Parks Committee have both expressed the desire for a trail to connect to the west side of the property. The developer has provided an access on the proposed plans to make that connection. The City shall decide if the route that has been proposed is the best route or if there is a better option. Once the route is established the Developer shall install a soft-surface trail along the route (i.e. gravel, slag, or road mill shavings). The City reserves the right to pave this section of trail at its own cost in the future. The Annexation Agreement requires Developer to install an offsite trail along Burgi Lane. The City completed that trail several years ago. As such, Developer shall pay for and install a paved trail along Homestead Drive that is similar in length to that required to be installed on Burgi Lane. All trails shall be completed no later than the finish of the infrastructure of Phase 1. Also, though not on the City trail plan, a trail has existed and been used for years that crosses the north section of the Zenger property. The City would like to preserve this back-country trail connection. It shall be relocated to the 50' common area along the north end of the property running from Interlaken's pump station heading east all the way to the entrance of Midway Vistas on Interlaken Drive. The public trail easement shall be ten feet wide, and the City shall have the obligation to build and maintain the trail. This trail shall connect to the existing trail that enters Interlaken, and a public trail easement to connect the two shall be included on the plat as directed by the City Planner.
5. *Paragraph IX(A)(6)(i) is added as follows: Paragraph Lot Acreage* – The applicable zoning code is RA-1-43. This code allows the area of lots to reduce in size based on the amount of open space in the subdivision. The code requires a minimum of 15% open space for a development under the RA-1-43 zone. The Developer is providing 30%. Because the developer has 15% extra open space, the lots may reduce in size by 15%, therefore the minimal sized lot allowed is 0.85 acres.
6. *Paragraph IX(A)(1)(c) is added as follows: Water Meters and Pumps* – All homes and units, including the clubhouse (if any), etc. shall have a water meter installed for secondary water at the sole expense of the Developer. A note on the plat will indicate that the 15 most northerly lots within the Project shall be required to install pumps in order to receive irrigation water, and that these pumps shall be installed at the sole expense of the lot owner, and maintained at their sole expense as well.

7. *Paragraph IX(A)(1)(d) is added as follows: Unirrigated Common Space* – There is a portion of the open space located in the northern part of the development that shall not be irrigated. This section shall be demarked on the plat, with a note explaining that no water was turned in for irrigation of the area, and that irrigation on that section is prohibited unless additional water rights are turned into the City to cover the acreage.
8. *Paragraph IX(A)(1)(e) is added as follows: Required Water* – Prior to recording the plat of each phase Developer shall deed to Midway City water rights sufficient to take care of the water needs of that phase. Developer shall be required to turn in sufficient water rights for 191 acre feet of water for the entire project.
9. All other provisions of the Annexation Agreement shall remain unchanged.

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

CITY OF MIDWAY

Attest:

Celeste Johnson, Mayor

Brad Wilson, City Recorder

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Celeste Johnson, who executed the foregoing instrument in her capacity as the Mayor of Midway City, Utah, and by Brad Wilson, who executed the foregoing instrument in his capacity as Midway City Recorder.

NOTARY PUBLIC

JOHN H. ZENGER, individually, and as co-trustee of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981

John Zenger

STATE OF UTAH)
 :ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Jack Zenger, who executed the foregoing instrument in his individual capacity and in his capacity as co-trustee of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981.

NOTARY PUBLIC

HOLLY ZENGER, individually, and as co-trustee of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981

Holly Zenger

STATE OF UTAH)
 :ss
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Holly Zenger, who executed the foregoing instrument in her individual capacity and in her capacity as co-trustee of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981.

NOTARY PUBLIC