

STATE OF UTAH

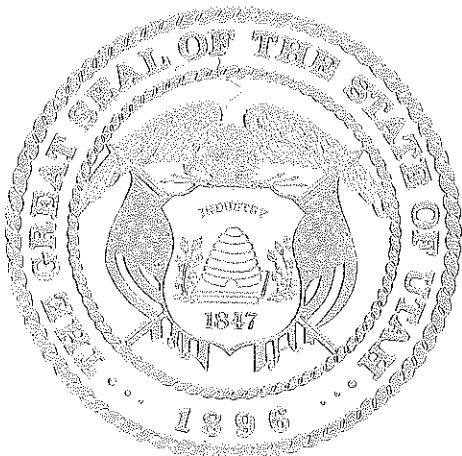


OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF ANNEXATION

I, GARY R. HERBERT, LIEUTENANT GOVERNOR OF THE STATE OF UTAH, HEREBY CERTIFY THAT there has been filed in my office a notice of annexation from MIDWAY CITY, dated June 27th, 2007, complying with Section 10-2-425, Utah Code Annotated, 1953, as amended.

NOW, THEREFORE, notice is hereby given to all whom it may concern that the attached are true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to MIDWAY CITY, located in Wasatch County, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 12th day of February, 2008 at Salt Lake City, Utah.



GARY R. HERBERT
Lieutenant Governor



Ent 331390 Bk 959 Pg 313-318
Date: 30-JAN-2008 11:56AM
Fee: None Filed By: MG
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: MIDWAY CITY

ORDINANCE 2007-09

AN ORDINANCE PURSUANT TO TITLE 10, CHAPTER 2, PART 4 OF THE UTAH CODE ANNOTED, 1953 AS AMENDED, ANNEXING A PARCEL OF REAL PROPERTY, KNOWN AS THE ZENGER ANNEXATION, INTO MIDWAY CITY, WASATCH COUNTY, UTAH CORPORATE CITY LIMITS

WHEREAS, the owner(s) of certain real property, described below, desire to annex such real property into Midway City, Utah; and

WHEREAS, said real property is located within the area proposed for annexation and covers a majority of the private land within the area proposed for annexation; and

WHEREAS, said real property is equal in value to at least one-third (1/3) of the value of all private real property within the area proposed for annexation; and

WHEREAS, said real property is an unincorporated area contiguous to the boundaries of Midway City and the annexation thereof will not leave or create an unincorporated island or peninsula; and

WHEREAS, said owners have caused a Petition for Annexation to be filed with the city, together with an accurate plat of the real property which was made under the supervision of a competent, licensed surveyor; and

WHEREAS, on 13 December 2006 the Midway City Council received the required Notice of Certification from the City Recorder certifying that the annexation petition met the requirements of State Law; and

WHEREAS, the City Council published and mailed notice of the Certification, as required by law and no timely protests were filed in accordance with the provisions of Section 10-2-407, Utah Code Annotated, 1953, as amended; and

WHEREAS, the City Council held the required public hearing after giving notice as required by law, and has determined the referenced annexation is desirable;

NOW THEREFORE, pursuant of Section 10-2-407, Utah Code Annotated 1953, as amended the City Council of Midway City, Utah, hereby adopts, passes and publishes the following:

BE IT ORDAINED, by the City Council of Midway City, Wasatch County, State of Utah, as follows:

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1. The real property, more particularly described in Paragraph 2, below, is hereby annexed to Midway City, Utah, and the corporate limits of the City are hereby extended accordingly.

2. The real property which is the subject of this Ordinance is described as follows:

BEGINNING AT A FOUND 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 OF SAID SECTION 27 BEARS 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 Y 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.

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CONTAINING 92.944 ACRES.

3. The real property described in Paragraph 2, above, shall be classified as being in the RA-1-43 zone in accordance with the provisions of the Midway Municipal Code and the Zoning map of Midway City shall be amended to include the real property described above.

4. All proposals for development within the annexation boundaries will be required to process concept, preliminary and final plans through the City Planning Commission and Council under the Midway City Ordinances (as the same may be from time to time amended).

5. All proposals for development within the annexation boundaries will be required to adhere to all City ordinances and codes and all other applicable city, county, state, and federal codes, as the same may be amended from time to time.

6. Owners and/or future owners of real property within the annexation boundaries, in order to develop their property, will be required to make improvements, at their own expense, for all onsite infrastructure and may be required to participate in offsite infrastructure improvements, either in whole or in part, that are shown by the City to be rationally related to the impact the development has on City infrastructure. Said infrastructure improvements may include any or all, but are not limited to, the following: water, sewer, road, trails, parks, and storm drain systems. These improvements may be in addition to impact fees that are currently assessed or may be assessed in the future. Currently, the City assesses impact fees at the time of building permit issuance.

7. Owners and/or future owners of real property within the annexation boundaries, in order to develop their property, will be required to turn over to Midway City water rights or water shares, or acceptable equivalent as determined by the City, to cover the water requirements of any proposed development for both indoor and outdoor water use.

8. Owners and/or future owners of real property within the annexation boundaries, in order to develop their property, will be required to submit appropriate documentation and designs relative to the roads within any proposed development, which will be built to the city standards at the time of construction, but which may remain private or public as detailed and approved by the City Council on the final plat.

9. The City has a Sensitive Lands Ordinance and other land use restriction ordinances which may affect parcels within this annexation and the development thereof.

10. Owners and/or future owners of real property within the annexation boundaries, in order to develop their property, will be required to align trail systems on their respective properties with trail system plans of Midway City, Wasatch County, Wasatch Mountain State Park, and other entities and cooperate with said entities, and with other property owners within the annexation, in trails planning. All trails within the annexation boundaries shall conform to the Midway City Trails Master Plan and Midway City Trails Standards. The alignment, trail width and type of trail will be determined during the development review process by the Midway Trails Committee and the City Council.

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16. Upon development of any parcels within the annexation property, owners and/or future owners of real property will be required to pay such fees and service charges as are ordinarily assessed to other City properties.

17. The City may require any property owner who applies to develop any property within the annexation boundaries to execute and comply with a development agreement containing terms specified by the City.

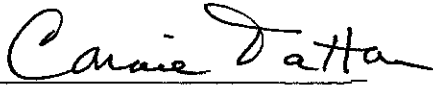
18. A certified copy of the Ordinance and an original plat describing the property so annexed shall be filed with the Utah Lieutenant Governor's Office within thirty (30) days after the date this Ordinance is adopted.

19. This ordinance shall be effective upon its posting in three (3) public places within the corporate limits of Midway City and publishing of a summary in a paper of local circulation.

PASSED AND ADOPTED by the Mayor and City Council of the City of Midway, Wasatch County, Utah, this 27th day of June, 2007.

	AYE	NAY
Council Member Gerald Hayward	<u> X </u>	<u> </u>
Council Member Don Huggard	<u>EXCUSED FROM MEETING</u>	
Council Member Colleen Bonner	<u> X </u>	<u> </u>
Council Member Doug Thacker	<u> X </u>	<u> </u>
Council Member Rick Tatton	<u> X </u>	<u> </u>

APPROVED:


 Connie Tatton, Mayor

ATTEST:

APPROVED AS TO FORM:


Brad Wilson, City Recorder


Kraig Powell, Deputy City Attorney





Ent 331390 Bk 0959 Pg 0318

Certificate of Passage, Posting and Publication

I certify that on 27 June 2007 the Midway City Council adopted Ordinance 2007-09 (The ordinance annexed a parcel of real property, know as the Zenger Annexation, into Midway City.).

I certify that a full, true and correct copy of the ordinance was posted on 18 July 2007 at the following locations:

Midway City Office Building
The Main Street Station
7-11 (Midway)

I further certify that a summary of the ordinance was published in The Wasatch Wave on 18 July 2007.

A handwritten signature in cursive script, appearing to read "Brad Wilson".

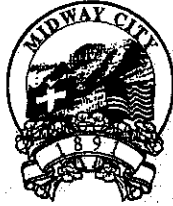
Brad Wilson, Midway City Recorder

Dated 18 July 2007



MIDWAY CITY CORPORATION

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



Ent 331391 Bk 959 Pn 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

Connie Tatton, Mayor

ATTEST:

Brad Wilson

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): *Harold Powell*
City Attorney

The terms of this Annexation Agreement are agreed to by:

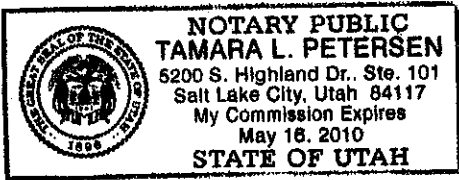
Ent 331391 Bk 0959 Pg 0328

MURANO VILLAGE, L.L.C.

Russell K. Webb
Signature

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 17 day of July, 2007 by Russell K Webb whose identity was proven to me by satisfactory evidence, on behalf of Murano Village.



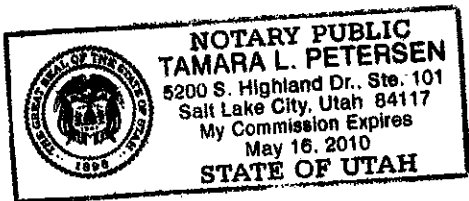
Tamara L Petersen
NOTARY PUBLIC

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, 2007 by John H Zenger whose identity was proven to me by satisfactory evidence.



Tamara L Petersen
NOTARY PUBLIC

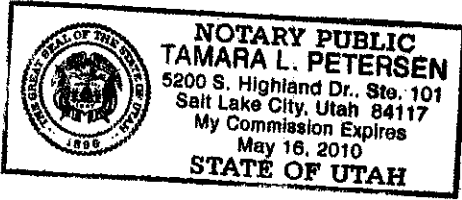
HOLLY ZENGER, Individually and as Co-Trustee of the John H. Zenger and Holly Zenger Living Trust Dated February 11, 1981

Holly Zenger

Signature

STATE OF UTAH)
) ss.
County of Wasatch)

The foregoing instrument was acknowledged before me this 17 day of July,
2007 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 SOUTH 89°19'57" WEST FOR 2671.56 FEET); Ent 331391 Bk 0959 Pg 0331 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 Y 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 FOUND 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 OF SAID SECTION 27 BEARS SOUTH 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.

