

Midway City Council
11 July 2018
Regular Meeting

Resolution 2018-14 /
Whitaker Annexation Amendment



CITY COUNCIL MEETING STAFF REPORT

DATE OF MEETING: July 11, 2018
NAME OF PROJECT: Whitaker Farm
NAME OF APPLICANT: Luster Development
AGENDA ITEM: Annexation Agreement Amendment
LOCATION OF ITEM: 455 North River Road
ZONING DESIGNATION: RA-1-43

ITEM: 12

Luster Development, agent for Tom and Linda Whitaker, is proposing an amendment to the Whitaker Farm Annexation Agreement that would modify the River Road improvement requirements. The developer is proposing to modify the road profile and add two roundabouts on River Road. The required improvements on River Road include the area from about 200’ north of the 600 North intersection to the area about 200’ south of the Memorial Hill access intersection.

BACKGROUND:

Luster Development is proposing an amendment to the annexation agreement for the Whitaker Farm Annexation which was approved and adopted by the City Council on December 13, 2017. Specifically, he is proposing to amend Section 8: Conditions of Annexation, Section B: Conditions. This section lists the River Road required improvements that include adding a center turn lane and bike lanes of both sides of River Road. The applicant would like to propose and amendment that would eliminate the

center turn lane for a section along River Road and add two roundabouts, one at 600 North and the other at the south entrance to the proposed Whitaker Farm Subdivision located just north of the current access to Memorial Hill. To make any modifications the River Road requirements requires amending the approved annexation agreement. The City Council is not bound in any way to modify the agreement. Modifying the agreement is a legislative action and the City Council should only modify the agreement if the proposed amendment better comply with the vision of the General Plan.

The following are the required improvements as cited in the annexation agreement:

A. Additional Conditions:

- 1) Access: As a condition of this Annexation Agreement, Applicant shall be required to improve River Road and construct other roads and trails at the time of development as follows:
 - i. Applicant/Developer, at its sole cost and expense, shall construct a center turn lane (12 feet wide) on River Road. The turn lane shall meet the following requirements;
 - a. The center turn lane shall be designed and constructed according to plans approved by the City Engineer;
 - b. The center turn lane shall be constructed entirely within the existing River Road easement. Midway City shall work with the developer to insure that the necessary improvements to River Road fit within that existing easement;
 - c. The center turn lane shall continue from 200 feet north of the North entrance at the intersection of River Road and 600 North, and shall continue southerly along River Road to 200 feet south of the South property line.
 - ii. Applicant, at its sole cost and expense, shall construct paved bicycle lanes on both sides of River Road, within the existing easement, and in a length identical to the River Road center turn lane. (Bicycle lanes shall be five (5) feet on each side of the Road). Once completed the City shall have full obligation to maintain the bicycle lanes.
 - iii. All roads within the Annexation Parcel shall be dedicated to the City, and shall become public roads.
 - iv. The western loop road (from the intersection of River Road and 6th North, through the western portion of the Annexation Parcel, through the roundabout, and both back to River Road and to the Stub Road to the South), as shown on the Annexation Concept Plan, shall be a full width City road, and shall meet all the design and construction standards of the City. This Road shall be built to the rural cross section standards of the City, and shall be dedicated to the City as a public road.

- v. Applicant, at its sole cost and expense, shall construct other roads for the development parcels according to the design and construction standards of the City at the time of application for development.
- vi. Applicant, at its sole cost and expense, shall construct detached paved trails in the following locations:
 - a. Starting on the north and east side of the Western Loop Road in the subdivision, and continuing the full length of the Western Loop Road to where the road stubs into the White September parcel, as shown on the Annexation Concept Plan and future development plats.
 - b. Starting at the south access road and continuing east along the southern access until it intersects with the trail running north and south along the Western Loop Road.
 - c. Starting at the location where the stub road to Memorial Hill turns south off of the southern access, and continuing south until it connects with the road on Memorial Hill.
 - d. All of these trails will be shall be dedicated to the City, open to the public, and shall become a part of the dedicated public trail system. The City shall have all obligation to maintain the dedicated trails.
 - e. A ten (10') foot wide trail easement shall be dedicated to the City for all of the above trails. The Applicant or the developer shall construct a paved eight (8') foot wide trail within the easements. This trail shall be dedicated to the City, and shall be maintained by the City.
 - f. The remaining trail associated with the Development Parcel, that runs along the road through the subdivision, shall be private, and shall be maintained by the HOA.
- vii. Two points of access are required as per the applicable section of the Code. There shall be two access points to River Road, as shown on the Annexation Concept Plan and on future development plats. The first point of access shall be at or in the vicinity of the intersection of River Road and 6th North. The second access point shall be at or in the vicinity of approximately 400 North and River Road. Applicant shall also stub a road to the South on the East side of Memorial Hill, as generally shown on the attached Annexation Concept Plan. The actual location of the south stub road shall be flexible, depending upon the development plans of the parcels to the

south of the Annexation Parcel. All access points, including the two along River Road and the stub road to the South, which shall eventually be completed, shall meet all applicable City standards that are in place at the time application is submitted for approval. All roadway improvements shall be designed and constructed according to City standards, and shall be approved by the City engineer.

- viii. The Developer shall be responsible to build a city standard road that connects Memorial Hill to the Southern Access of the development, so that access to Memorial Hill can be closed from River Road, and accessed through the southern access point of the development. Developer shall also be responsible to replace lost parking at the base of Memorial Hill, and any and all costs necessary to meet City requirements for access to Memorial Hill.
- ix. All required easements and/or rights of way that are within the Annexation Parcel shall be granted in the name of the City. The expanded road design, including trails and access stub roads, shall be approved by the City Engineer prior to commencement of construction.
- x. The City and the Applicant agree that the road cross sections within the Annexation Parcel shall include a ribbon-curb, with a trail on one side of the road. There shall be a grass swale in between the curb and the trail, which grass swale shall be maintained by the HOA.
- xi. Applicant, at its sole cost and expense, shall construct a safe and adequate Pedestrian Crossing at existing grade level of the intersection of River Road and 6th North Streets according to plans and specifications approved by the City. The requirements for the Pedestrian Crossing may include, but are not limited to pavement markings, signs, flashing lights, etc.

ANALYSIS:

The applicant is proposing to install two roundabouts on River Road at the two intersections that will access the proposed development. He is also proposing a different cross section on River Road than what is described in the annexation agreement. The annexation agreement requires improvements that include adding a center turn lane and bike lanes of both sides of River Road. The applicant would like to eliminate the center turn lane to only a few hundred feet both north and south of each of the proposed roundabouts. Staff is considering the possibility that widening the road as proposed will

only cause traffic to speed more through this residential neighborhood. It is worth considering alternatives to avoid this potential problem.

Staff has received more information and documents on this proposal since this item was last heard by the City Council. The County Council has had the opportunity to review the proposal twice in their meetings and have given a favorable reaction to the roundabout at the entry of Memorial Hill. They will still need to give approval of the proposed access and construction drawings before the proposal may be constructed. Also, the developer and the City have worked with the Salazars who own the property north of the development. In order for the 600 North roundabout to be a possibility, the Salazars will need to deed some of their property to the City. An agreement has been reached and a copy of that agreement is included in this packet. This issue has been a priority for the City because River Road is one of the City's main roads as it is an entry road to the City. The City would like to make the road safer and retain the rural and open feel that River Road currently has.

The City Council, the Planning Commission and staff have liked the direction of the proposed improvements for several reasons.

- The proposed improvements may slow down traffic on River Road. The roundabouts will act as traffic control devices that will require a slower rate of speed. The City has received many complaints about the speed of traffic along River Road and this may help that issue.
- By introducing roundabouts, drivers will more actively drive this section of road which will require them to pay closer attention as they traverse this residential area. There have been vehicle accidents, both between multiple vehicles and vehicles hitting pedestrians, in this area and more active driving may help with this issue.
- The roundabouts will create a more aesthetically pleasing streetscape along this section of road that will help preserve its rural character. River Road is an iconic rural streetscape that is worth preserving and the proposed amendment may help keep the rural feel of the section of road.
- The proposed improvements may discourage through traffic on River Road. A UDOT traffic study showed that of the traffic that did not stop between Summit County and Wasatch County some of those trips were on River Road which is a city street. The Federal and State highway system is designed to handle through traffic but because River Road has no stop signs or other traffic hindering devices (except for the current roundabout on River Road and Burgi Lane) it is a very feasible option for those passing through the County. The introduction of roundabouts may hinder some of that through traffic and will leave River Road for local traffic.

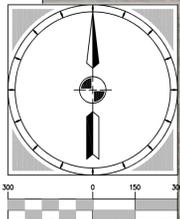
- The applicant has offered that any money saved from changing the required improvements will be used to extend trails and bike lanes along River Road to the north and south that are not required by the annexation agreement.

PROPOSED FINDINGS:

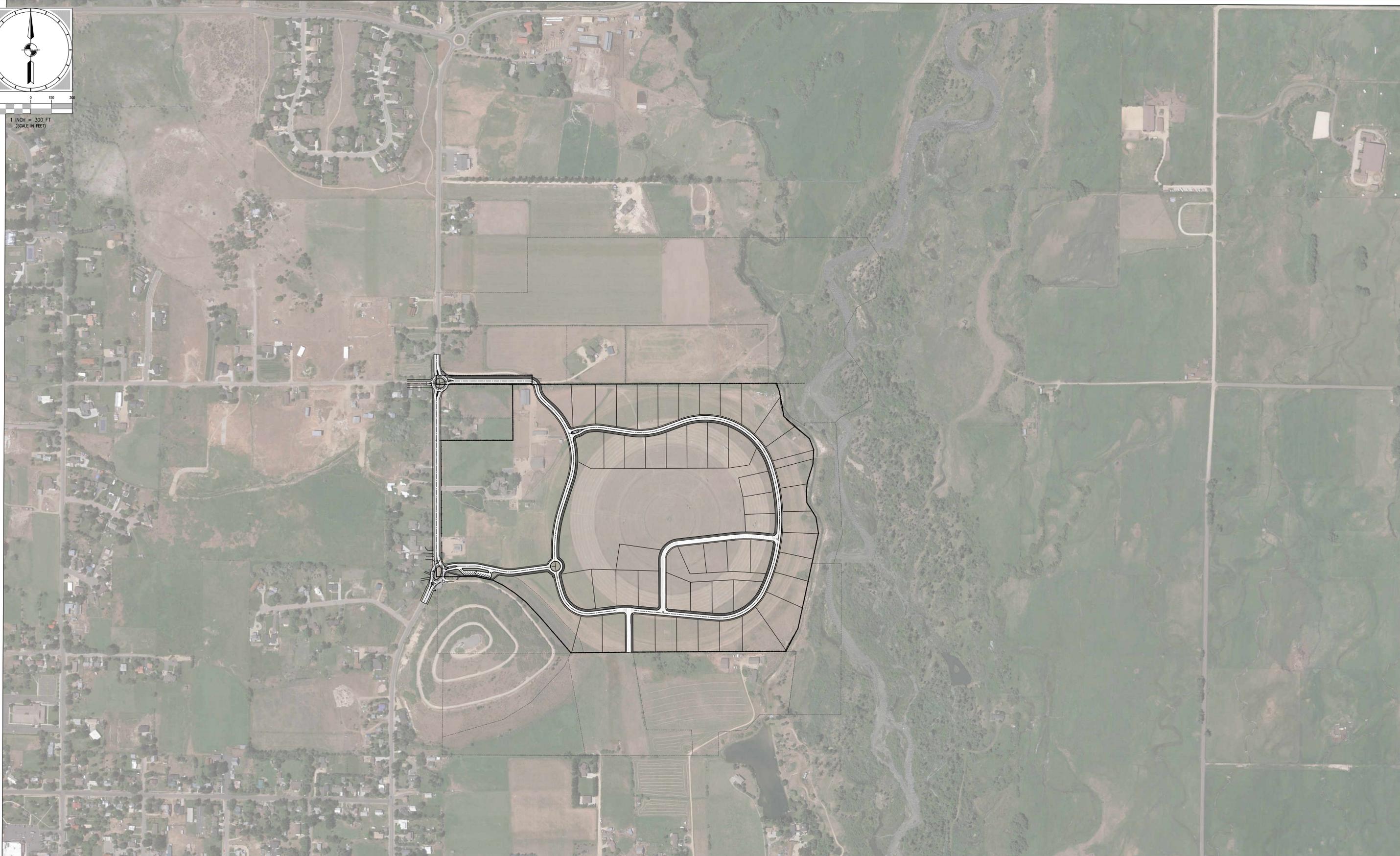
- The proposed amendments may help reduce the speed of vehicles along River Road
- The proposed amendments will help preserve the rural atmosphere and will create some improvements to the streetscape
- More information is required for a full analysis

ALTERNATIVE ACTIONS:

1. Approval (conditional). This action can be taken if the City Council feels the proposal is in the best interest of the community.
 - 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 feels 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 feels that the request is not in the best interest of the community.
 - a. Accept staff report
 - b. List accepted findings
 - c. Reasons for denial



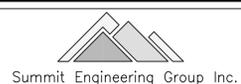
1 INCH = 300 FT
(SCALE IN FEET)



PROJECT
C18-004

SHEET
1 OF 1

ISSUE DATE
07/02/2018

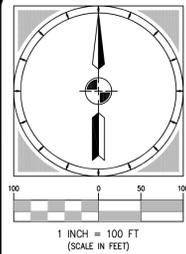


Summit Engineering Group Inc.
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ALTERS THIS DOCUMENT IS REQUIRED BY
LAW TO AFFIX THEIR SEAL AND THE
NOTATION "ALTERED BY" FOLLOWED BY
THEIR SIGNATURE AND SPECIFIC DESCRIPTION
OF THE ALTERATIONS.

WHITAKER FARMS SUBDIVISION PRELIMINARY VICINITY MAP

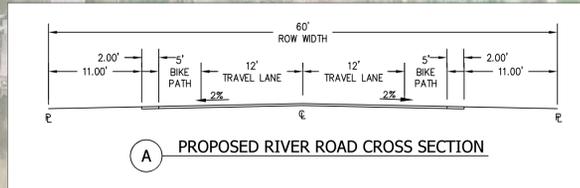
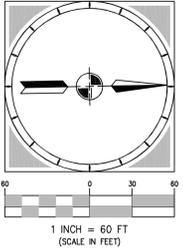


PROJECT
C18-004
SHEET
1 OF 1
ISSUE DATE
07/02/2018


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WHITAKER FARMS SUBDIVISION PRELIMINARY OVERALL ROAD CONFIGURATION



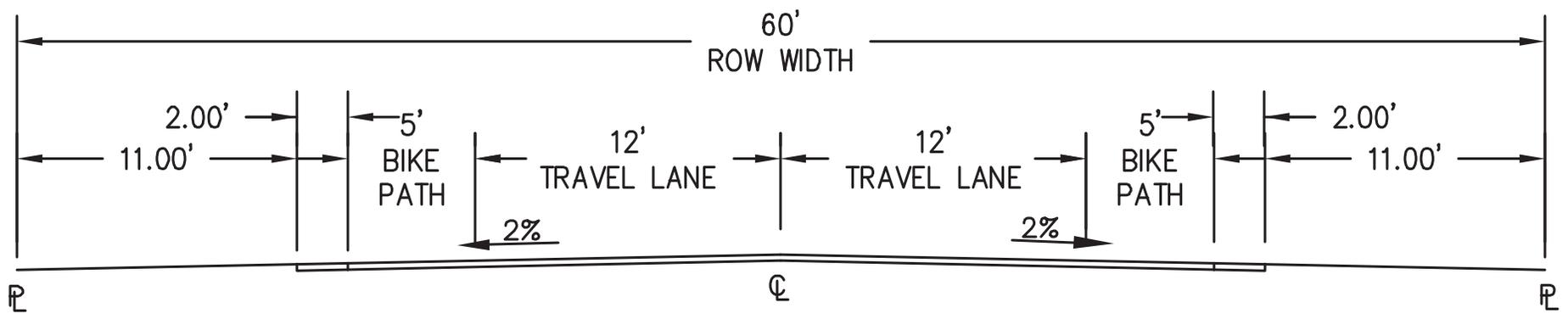
PROJECT
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WHITTAKER FARMS SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SLB&M, MIDWAY CITY, WASATCH COUNTY, UTAH



A

PROPOSED RIVER ROAD CROSS SECTION



RESOLUTION 2018-14

A RESOLUTION OF THE MIDWAY CITY COUNCIL APPROVING AN AMENDED ANNEXATION AGREEMENT FOR THE WHITAKER FARM ANNEXATION

WHEREAS, the Midway City Council is granted authority under Utah law to make agreements in the public interest and to further the business of Midway City; and

WHEREAS, the City Council deems it appropriate to adopt an Amended Agreement for the Whitaker Farm Annexation, in order to update the current status of the matters covered in the original agreement.

NOW THEREFORE, be it hereby **RESOLVED** by the City Council of Midway City, Utah, as follows:

Section 1: The attached Amended Agreement for the Whitaker Farm Annexation is hereby approved and adopted.

Section 2: The Mayor is authorized to sign the document on behalf of Midway City.

PASSED AND ADOPTED by the Midway City Council on the day of 2018.

MIDWAY CITY

Celeste Johnson, Mayor

ATTEST:

Brad Wilson, Recorder

(SEAL)

**AMENDMENT TO ANNEXATION AGREEMENT FOR THE
WHITAKER FARM ANNEXATION
MIDWAY CITY, UTAH**

An Annexation Agreement (“Agreement”) was entered into on December 20, 2017 by and between Midway City, a political subdivision of the State of Utah, (hereinafter referred to as the “City”), and ~~Thomas Whitaker, (hereinafter the following: Thomas Whitaker and Linda Whitaker, individually; Midway Meadows Ranch, LLC, a Utah Limited Liability Company; and Thomas S. and Linda P. Whitaker, trustees of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999 (hereinafter collectively~~ referred to as the Applicant”), and the Salazar Family Trust, established on November 18, 2016 (“Salazar”).

In accordance with paragraph 9(D) of the Agreement, the parties do hereby mutually agree to amend the Agreement as follows:

1. Paragraph 8(B)(1)(i) is hereby amended to read as follows:

Additional Conditions:

- 1) Access: As a condition of this Annexation Agreement, Applicant shall be required to improve River Road and construct other roads and trails at the time of development as follows:
 - i. Applicant/Developer, at its sole cost and expense, shall improve River Road as follows:
 - a. saw cut from the white lines of the existing roadway and add to each side 6 feet of asphalt, with one foot dedicated as a rumble strip separating vehicles from the bicycle lane, and the remaining 5 feet dedicated as a bicycle/walking trail;
 - b. The bicycle lanes shall meet the following requirements:
 - i. The bicycle lanes shall be designed and constructed according to plans approved by the City Engineer;
 - ii. The bicycle lanes shall be constructed entirely within the existing River Road easement. Midway City shall work with the developer to insure that the necessary improvements to River Road fit within that existing easement;
 - iii. The bicycle lanes shall continue from 200 feet north of the roundabout at the intersection of River Road and 600 North, and shall continue southerly along River Road to 200 feet south of the Memorial Hill roundabout. Once completed the City shall have full obligation to maintain the bicycle lanes.

- |
- c. Applicant, at its sole cost and expense, shall install two roundabouts as follows:
 - i. Memorial Hill Roundabout:
 1. A roundabout will be installed on the southern end of the project as set forth in the plans attached as Exhibit A to this Amendment.
 2. Before final approval of the Memorial Hill Roundabout, written acceptance of the plan shall be obtained from Wasatch County. Midway City agrees to work in good faith with the County and Applicant to obtain the approval.
 3. At the time of final approval of the Plat appropriate easements or land dedications shall be obtained from Wasatch County for the Memorial Hill Roundabout.
 4. Applicant, at its sole cost and expense, shall install the parking for Memorial Hill as set forth in Exhibit A of this Amendment.
 5. The parties agree that if approval cannot be obtained from the County regarding the Memorial Hill roundabout within 90 days of the signing of this Amendment, all terms of this Amendment shall be null and void, and the terms of the original Annexation Agreement shall become again binding on the parties.
 - ii. Salazar Roundabout:
 1. Applicant shall install, at its sole cost and expense, a roundabout on the northern end of the project as set forth in the plans attached as Exhibit B to this Amendment.
 2. As part of the roundabout the parties agree as follows:
 - a. Whitaker and Salazar will execute quit claim deeds to trade property in order to enable the roundabout:
 - i. Whitaker Quit Claim. Applicant shall provide a quit claim deed to Salazar for approximately 6,554 square feet comprised of approximately 10 feet along the 655-

foot northern boundary of the access parcel as shown in Exhibit C.

- ii. Salazar Quit Claim. Salazar shall provide a quit claim deed to Whitaker for approximately 6,737 square feet comprised of sections along River Road and at the easternmost tip of the access parcel as shown in Exhibit C.
 - iii. Deed of Property to City for Roads. Applicant shall deed property to Midway City to enable the creation of the roundabout and Northern Access road when Midway City has given Final Plat Approval to the Whitaker Farm Development.
 - iv. If final plat approval is not obtained by the Applicant Whitaker and Salazar agree to re-deed the property exchanged between them back to its original owner.
- b. In exchange for the land dedication from Salazar, Midway City agrees that Salazar shall be entitled to 3 buildable lots on its property in the location and size as set forth generally as Exhibit D to this Amendment.
 - c. Salazar shall have the obligation to apply for a formal subdivision at the time they want to develop.
 - d. Subdivision approval shall be given independent of lot size or any future city codes requiring minimum lot sizes in the 1-acre zone, however, no lot within the subdivision shall be smaller than .80 acres. No open space will be required within the subdivision, due to its size.
 - e. In exchange for the land dedication from Salazar, Applicant shall install, at its own cost and expense, a road along the northern edge of the Salazar property connecting to

the roundabout, containing all utilities necessary for development (sewer, water, electric, and gas) of the three Salazar lots and to stub utilities to the property lines of the three proposed lots in locations set forth in Exhibit D of this Amendment.

- f. Applicant shall provide engineered drawings of the proposed lots and utility locations that Salazars can use at the time of their application for subdivision.
3. Pillars and Culverts. Applicant shall, at its sole cost and expense, move the stone pillars on River Road located at the entry to Salazar property to a location mutually agreed on between Salazar and Applicant.
 4. Culverts and Ditches. Midway City shall work in good faith to maintain the open ditches and a rural aesthetic. The parties acknowledge a small seep of water on the northwest corner of the Salazar property, and the parties agree to work together in good faith to avoid interruption of the natural flow of this seep into the existing irrigation ditch.
 5. Through Street from 600 North. Midway City shall remove from the Road System Master Plan the through street that currently runs from 600 N. eastward to the Provo River.
 6. No City Road Between Salazar residence and Whitaker Farm. No city road will be allowed going north to south between the current Salazar home and the current northern boundary of the Whitaker Farm.
- d. Costs of roundabouts:
 - i. The parties acknowledge that under the Annexation Agreement, Applicant was required to install an additional 22 feet of asphalt to River Road (“Original Cross Section”), the length of the development, at an estimated cost of \$418,608.00. See Exhibit F.
 - ii. Also attached as Exhibit F are estimated costs for reducing the cross section by approximately 12 feet of asphalt and putting in roundabouts instead (“Reduced Cross Section

with Roundabouts”). Total estimated costs making these changes are \$412,588.00.

- iii. The estimated cost savings are \$6,020.00.
- iv. These estimates are based on Applicant’s calculations, and are being accepted as correct by the City. All risk of these estimates being other than as represented shall be borne by Applicant.
- v. Applicant agrees that any cost savings from putting in the Reduced Cross Section with Roundabouts shall inure to the benefit of the City, with the difference between the actual costs of the Reduced Cross Section with Roundabouts and the estimated costs of the Original Cross Section delivered to the City in either cash payment, or through extension of trails or other amenities in an amount equal to the savings.
- vi. Given the fact that the Applicant’s estimations of putting in the Reduced Cross Section with Roundabouts actually reduces the costs to Applicant, City only agrees to assume a small portion of liability should the estimations be incorrect. Any cost overruns beyond what the Original Cross Section was estimated to be shall be partially covered by the City as follows: the City shall cover 10% of any cost overruns up to \$30,000.00. Any and all cost overruns beyond these amounts shall be borne solely by the Applicant.

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

Remainder of Page Intentionally Left Blank

Signature Page Follows

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 _____, 2017, 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

APPLICANT

By: _____

Its: _____

Thomas S. Whitaker, Individually

STATE OF UTAH)
 :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, Thomas S. Whitaker, who executed the foregoing instrument in his individual capacity as ~~the _____ of~~ the Applicant.

NOTARY PUBLIC

APPLICANT

Linda Whitaker, Individually

STATE OF UTAH _____)
_____:SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Linda Whitaker, who executed the foregoing instrument in her individual capacity as the Applicant.

NOTARY PUBLIC

Midway Meadows Ranch, LLC

By: Thomas Whitaker
Its: Manager

STATE OF UTAH _____)
_____:SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Manager of Midway Meadows Ranch, LLC.

NOTARY PUBLIC

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

By: Thomas Whitaker
Its: Trustee

STATE OF UTAH _____)
_____) :SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Trustee of the Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.

NOTARY PUBLIC

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

By: Linda P. Whitaker
Its: Trustee

STATE OF UTAH _____)
_____) :SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Linda P. Whitaker, who executed the foregoing instrument in her capacity as Trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.

NOTARY PUBLIC

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

By: Thomas Whitaker
Its: Trustee

STATE OF UTAH)
_____) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Thomas Whitaker, who executed the foregoing instrument in his capacity as the Trustee of the Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.

NOTARY PUBLIC

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

By: Linda P. Whitaker
Its: Trustee

STATE OF UTAH)
_____) :SS
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Linda P. Whitaker, who executed the foregoing instrument in her capacity as Trustee of The Thomas and Linda Whitaker Trust, dated the 25th day of March, 1999.

NOTARY PUBLIC

Robert Earl Salazar, Trustee of the Salazar Family Trust, dated the 18th of November, 2016

By: Robert Earl Salazar
Its: Trustee

STATE OF UTAH _____)
_____:SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Robert Earl Salazar, who executed the foregoing instrument in his capacity as the Trustee of the Salazar Family Trust, dated the 18th of November, 2016.

NOTARY PUBLIC

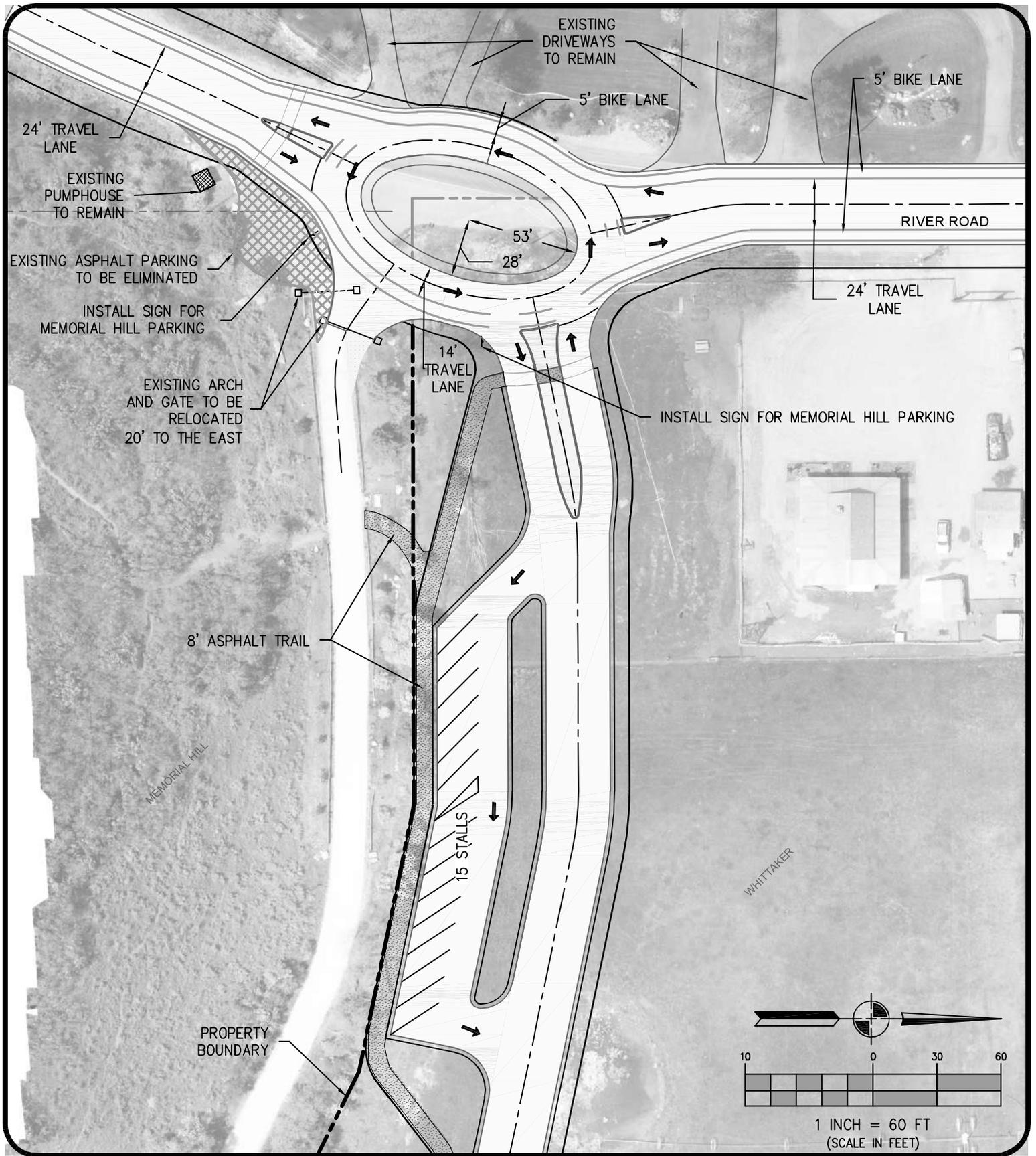
Julie Maureen Salazar, trustee of the Salazar Family Trust, dated November 18, 2016

By: Julie Maureen Salazar
Its: Trustee

STATE OF UTAH _____)
_____:SS
COUNTY OF WASATCH _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by Julie Maureen Salazar, who executed the foregoing instrument in her capacity as Trustee of the Salazar Family Trust, dated November 18, 2016.

NOTARY PUBLIC



PROJECT
C18-004

SHEET
1

PROJECT
WHITTAKER FARMS SUBDIVISION

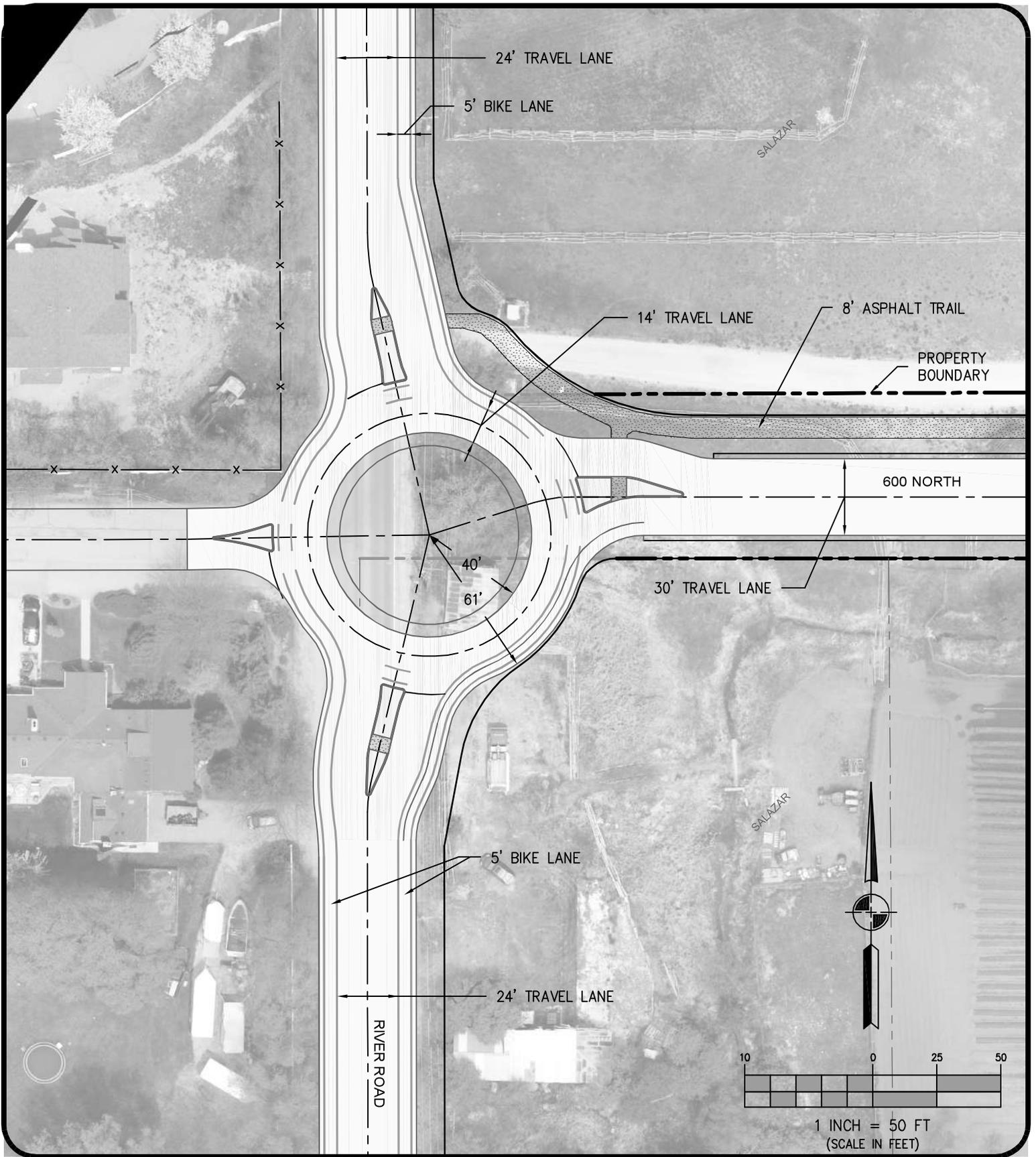
EXHIBIT A
MEMORIAL HILL ROUNDABOUT

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84032

P: 435.654.9229
F: 435.654.9231

Summit Engineering Group Inc.

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PROJECT
C18-004

SHEET
1

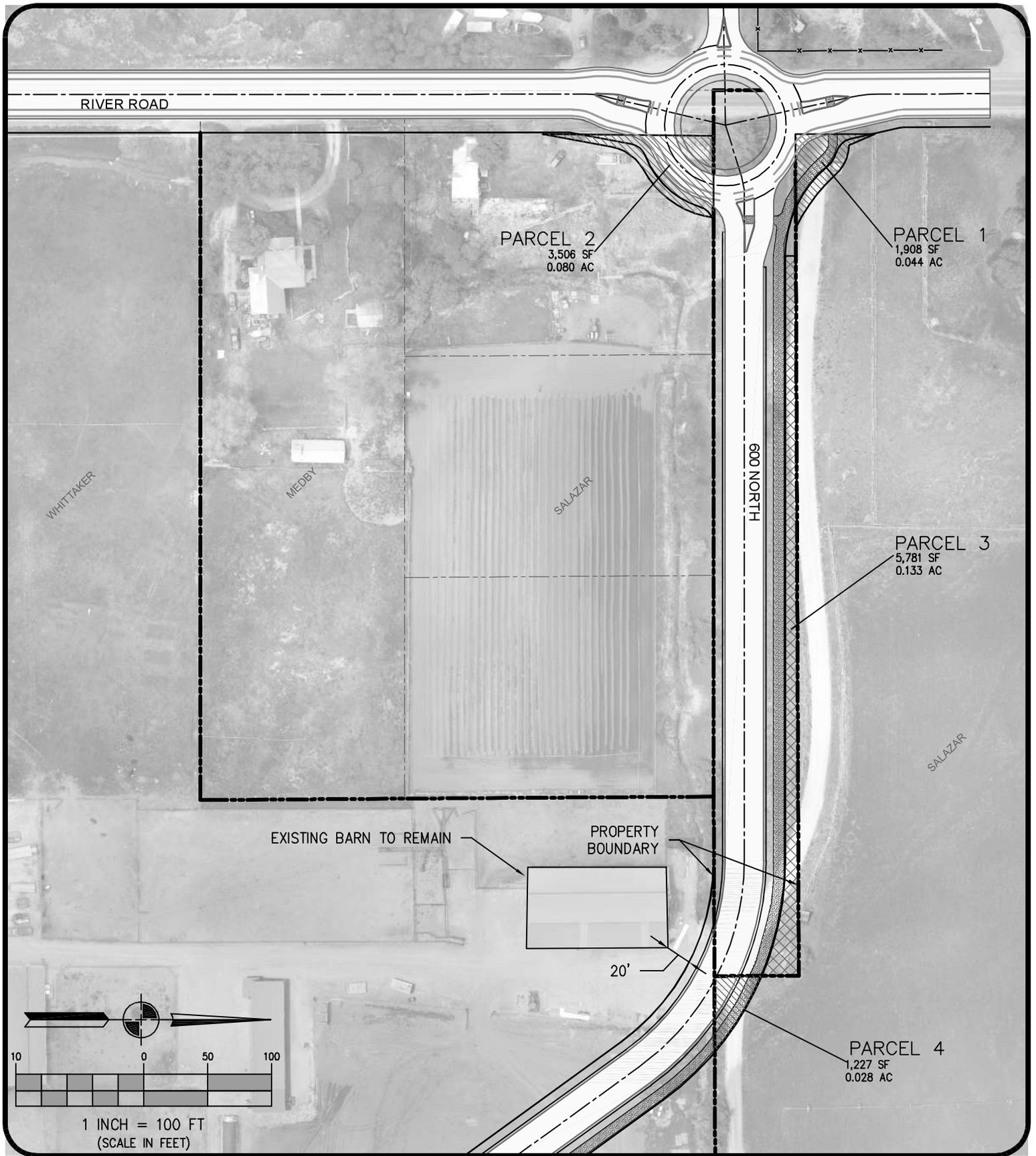
PROJECT
WHITAKER FARMS SUBDIVISION

EXHIBIT B
600 NORTH ROUNDABOUT

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84032

P: 435.654.9229
F: 435.654.9231

Summit Engineering Group Inc.
Structural • Civil • Surveying



PROJECT
C18-004

SHEET
1

PROJECT
WHITTAKER FARMS SUBDIVISION

EXHIBIT C
SALAZAR PROPERTY

55 WEST CENTER
P.O. BOX 176
HEBER CITY, UT 84032

P: 435.654.9229
F: 435.654.9231

Summit Engineering Group Inc.

Structural • Civil • Surveying

