

EXHIBIT 'D'

**PROPERTY OWNERS WITHIN 300-FT
OF ANNEXATION BOUNDARY**

00-0012-1371
MIDWAY MEADOWS RANCH LLC
PO BOX 777
MIDWAY, UT 84049-0777

00-0012-1322
WHITAKER THOMAS S TR
PO BOX 777
MIDWAY, UT 84049-0777

00-0015-0701
MEDBY ROGER
560 RIVER RD
MIDWAY, UT 84049-6904

00-0007-5981
SALAZAR ROBERT E & JULIE M
PO BOX 318
MIDWAY, UT 84049-0318

00-0007-6054
WASATCH COUNTY
25 N. MAIN ST
HEBER CITY, UT 84032-1827

00-0014-5479
SMART GEOFFREY TR
2002 E. PRINCETON AVE
SALT LAKE CITY, UT 84108-1904

00-0014-1452
RUSS AND CATHY WITT FAMILY LLC
1245 SOUTHFIELD RD
HEBER CITY, UT 84032-3711

00-0002-4278
PLAWECKI NANCY
401 E 300 N
MIDWAY, UT 84049-6928

00-0006-4621
CHESLEY AARON
377 RIVER RD
MIDWAY, UT 84049-6901

00-0014-5388
HOLM MICHAEL P TR
399 RIVER RD
MIDWAY, UT 84049-6901

00-0014-5362
MCINTOSH EVELYN G TR
425 RIVER RD
MIDWAY, UT 84049-6987

00-0014-5370
HOLMES DOUGLAS G
455 RIVER RD
MIDWAY, UT 84049-6987

00-0006-4613
PETERSON JAN D
PO BOX 655
MIDWAY, UT 84049-0655

00-0020-6991
BEAN DALLAS
551 RIVER RD
MIDWAY, UT 84049-6905

00-0020-6992
BLISS MICHAEL B
640 ST ANDREWS DR
MIDWAY, UT 84049-6005

00-0006-4605
PELTON CAROL J
183 S CRESTVIEW RD
PAUL, ID 83347-5037

00-0007-6021
WHITE SEPTEMBER LLC
1795 SIDEWINDER DR. STE. 201B
PARK CITY, UT 84060-7489

00-0015-0024
DUNFORD TRACY J
232 BELLA BEACH CIR
DEPOE BAY, OR 97341-9613

00-0006-4589
MILLER TERRY L G TR
2330 E COTTONWOOD LN
SALT LAKE CITY, UT 84117-7670

00-0021-2043
DUNCAN ROBERT K
PO BOX 373
MIDWAY, UT 84049-0373

00-0014-5909
HAUETER BERNICE C TR
330 300 E APT 9
LOGAN, UT 84321-4137

00-0020-4229
HALL KATHRYN H
650 RIVER RD
MIDWAY, UT 84049-6929

00-0007-6039
HAUETER HYLTON J TR
PO BOX 577
MIDWAY, UT 84049-057

00-0020-2719
HORIZON PROVIDER LC
1341 E WOODHILL CIR
SANDY, UT 84092

00-0017-6573
HOBBIT HOUSE LLC
79 S MAIN ST STE 200
SALT LAKE CITY, UT 84111-1984

00-0020-7963
UNITED STATES OF AMERICA
PO BOX 51338
PROVO, UT 84605-1338

00-0014-1502
DODGE KARL LYNN & GUNDA LE TR
975 SWISS ALPINE RD
MIDWAY, UT 84049-6000

00-0014-1445
MKR PROPERTIES LLC
PO BOX 195
MIDWAY, UT 84049-0195

00-0006-4738
CHAVEZ WILMA L
160 RIVER RD
MIDWAY, UT 84049-6843

00-0006-6279
GOLD BRENT A & DEMKOWICZ JOHN
PO BOX 1994
PARK CITY, UT 84060-1994

00-0020-6365
DOS PALOS PROPERTIES LLC
7825 SHADY GROVE AVE.
BURBANK, CA 91504-1036

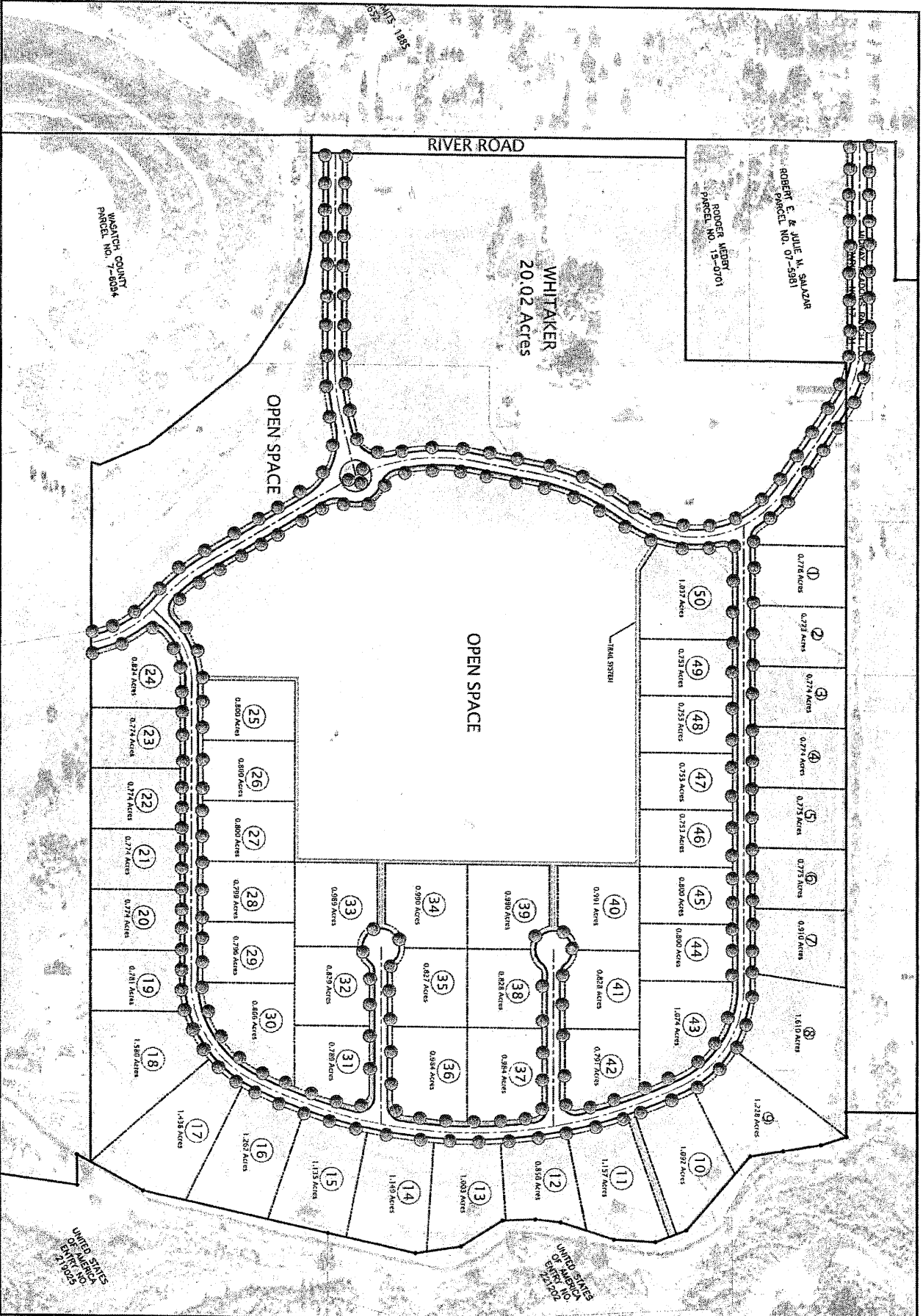
00-0020-6364
SPRATLING LIMITED LP
PO BOX 17403
HOLLIDAY, UT 84117-0403

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

Exhibit "B"

MAP OF PROPOSED ANNEXATION

Exhibit "C"
ANNEXATION CONCEPT PLAN




PROJECT NO. L16-231 SHEET NO. C-1	WHITAKER FARMS MIDWAY, UTAH ANNEXATION CONCEPT PLAN	DATE PREPARED OCT 26, 2017 ALL PLANS, DRAWINGS AND SPECIFICATIONS HEREAFTER AND ANY AMENDMENTS TO ANY OF THEM, SHALL BE THE PROPERTY OF SUMMIT ENGINEERING GROUP, INC. THESE PLANS ARE NOT VALID FOR REUSE OR REBID FOR ANY OTHER PROJECT. THIS DESIGN IS AN ORIGINAL WORK AND ANY REUSE OR REBID WITHOUT THE WRITTEN PERMISSION OF SUMMIT ENGINEERING GROUP, INC. IS PROHIBITED.	 Summit Engineering Group Inc. Engineer - Civil - Surveyor	55 WEST CENTER STREET P.O. BOX 176 MIDWAY CITY, UTAH 84022 PHONE: 435.854.8721 FAX: 435.854.8721
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Exhibit "D"

PARK FEE CALCULATION



Whitaker Farm **Parks Annexation Donation**

As required by the approval of the Whitaker Farm Annexation, \$87,789.17 will be paid to Midway as a parks annexation donation. The fee is based on 149.02 acres that will be annexed which includes the entire acreage of the annexation except for the County owned Memorial Hill parcel. The average cost per acre annexed into Midway has paid \$589.11. Therefore, the required parks annexation donation fee is \$87,789.17 that must be paid before the recording of the annexation plat.

Exhibit "E"

BUILDING ENVELOPE ON MUSEUM PARCEL

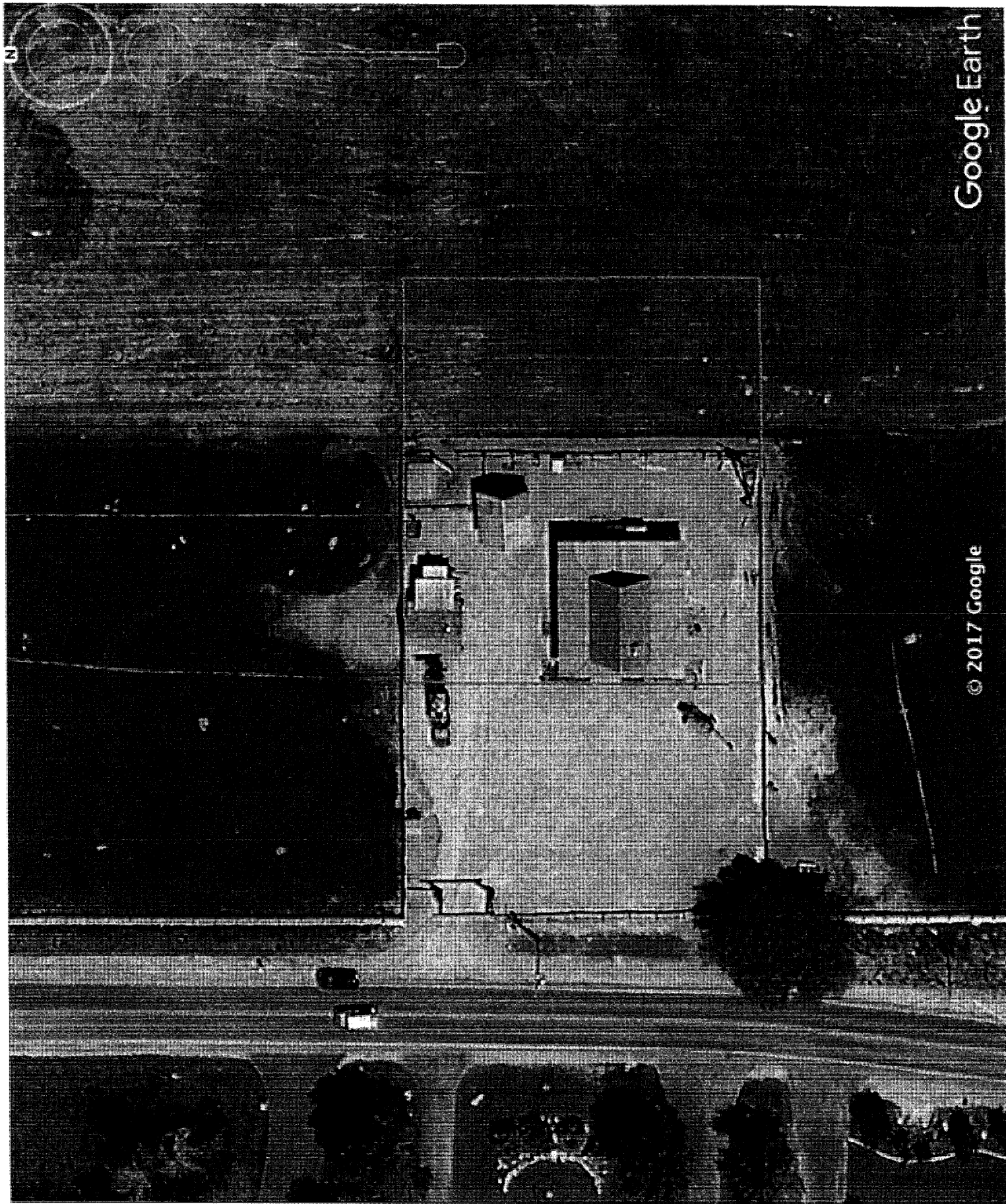


EXHIBIT F
WHITAKER RIVER ACCESS



Contract No. 00-LA-40-0090

Parcel No. PRRP-91(Fee)

UNITED STATES
DEPARTMENT OF THE INTERIOR

PROVO RIVER RESTORATION
CENTRAL UTAH PROJECT

LAND PURCHASE CONTRACT

00221201 Bk 00450 Pg 00403-00408
WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 JAN 24 09:59 AM FEE \$20.00 BY MHC
REQUEST= COALITION TITLE

THIS CONTRACT, made this 16 day of December, 19 99 in
pursuance of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or
supplementary thereto, particularly the Fish and Wildlife Coordination Act of 1934 (16 U.S.C.A.
§§ 661-67) as amended, the Act of April 11, 1956 (70 Stat. 105, 43 U.S.C. 620, et seq., (1982)
and all Acts amendatory thereof or supplementary thereto, and pursuant to the provisions of the
Reclamation Projects Authorization and Adjustment Act of 1992, P.L. 102-575, between THE
UNITED STATES OF AMERICA, its successors and assigns, hereinafter styled the United
States, acting through such officer as is authorized therefor by the Secretary of the Interior, and

THOMAS S. WHITAKER AND LINDA WHITAKER,
as joint tenants

hereinafter styled Vendor,

2. WITNESSETH, That for and in consideration of the mutual agreements herein
contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient deed, with covenants of warranty,
convey to the United States, its successors and assigns, free of lien or encumbrance except as
otherwise provided herein, in fee title, real estate situated in the County of Wasatch, State of
Utah, and being more particularly described as follows:

PARCEL NO. PRRP-91 (Fee)

A parcel of land located in the Northeast Quarter (NE¼) of Section Thirty-five (35) and the
Northwest Quarter (NW¼) of Section Thirty-six (36) all in Township Three (3) South, Range
Four (4) East, Salt Lake Base and Meridian, Wasatch County, Utah more particularly described
as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE¼) of Section Thirty-
five (35), Township Three (3) South, Range Four (4) East, Salt Lake Base and Meridian,
thence North 89 46'06" East Two Thousand Four Hundred Sixty One and Four Tenths

Feet (2461.4) feet along the section line to the southwesterly line of the Eccles property described in Book 265 at Page 118 of the Wasatch County records; thence along said property the following two courses: South 18 25'10" East Sixty-six and Fifty-one (66.51) feet, and South 10 16'10" East Ninety-four (94) feet to the TRUE POINT OF BEGINNING of the herein described property; and running thence along said property South 34 31'10" East One Hundred One and Forty Hundredths (101.40) feet; thence South 58 19'10" East One hundred Twenty-six and Seventy Hundredths (126.70) feet; thence North 00 10'10" West Twenty-one and Five Hundredths (21.05) feet to a point Seventeen and Three Tenths (17.3) rods south of the north line of said quarter section; thence North 89 37'32" East Two Hundred Fourteen and Eighty-two Hundredths (214.82) feet to the west line of that property described in Book 93 at Page 190 of said records; thence following the boundaries of said property South 28 30'14" East Twenty-three and Eighty-four Hundredths (23.84) feet; thence South 03 20'14" East Seven Hundred Eighty (780.00) feet; thence South 16 31'46" West Two Hundred Twenty-Two and Seventy-one Hundredths (222.71) feet to the north boundary of that property described in Book 175 at Page 245 of said records; thence North 89 47'29" West One Hundred Fifty-six and Forty Hundredths (156.40) feet to an existing fence line; then along said fence line North 12 11'03" East Two Hundred Twenty-three and Fifty-one Hundredths (223.51) feet; thence North 09 01'38" West One Hundred Fifteen and Eighty-six Hundredths (115.86) feet; thence North 32 09'13" West One Hundred Twenty-three and Thirty-nine Hundredths (123.39) feet; thence North 02 57'09" West Eighty-two (82.00) feet; thence North 06 05'45" East Sixty-four and Seven Hundredths (64.07) feet; thence North 17 08'31" East One Hundred Forty and Seventy-three Hundredths (140.73) feet; thence North 02 39'15" East One Hundred Two and Seventy-one Hundredths (102.71) feet; thence North 21 07'10" West Eighty-two and Twenty-seven Hundredths (82.27) feet; thence North 49 04'15" West Two Hundred Forty-five and Seven Hundredths (245.07) feet; thence North 09 51'29" West Eighty-four and Ten Hundredths (84.10) feet to the point of BEGINNING.

Parcel No. PRRP-91 (Fee) contains a total of Four and Seven Hundred Seventy-one Thousands (4,771) acres, more or less.

Together with all appurtenances thereto belonging or in anywise appertaining, including minerals, sand and gravel, improvements, and all water and water rights appurtenant thereto.

3a. It is understood and agreed that the rights to be conveyed to the United States, as described in Article 3 hereof, shall be free from lien or encumbrance except: (i) coal, oil, gas, and other mineral rights reserved to or outstanding in third parties as of the date of this contract; and (ii) rights-of-way for roads, railroads, telephone lines, transmission lines, ditches, conduits or pipelines on, over, or across said lands in existence on such date.

3b. It is understood and agreed that as part of the Provo River Restoration Project, the United States will install a steel, field fence along the common boundary between the acquired property and the Vendor's remaining property. The United States will allow Vendor one (1), four (4) foot gate to provide access for the benefit of the Vendor to the corridor. Such access is limited to immediate household members only and up to ten (10) business patrons at any one time and is for foot access only. This access right is not transferable and is subject to future rules and regulations of the eventual managing entities of the river corridor.

4. The United States shall purchase said property on the terms herein expressed, and on execution and delivery of the deed required by Article 3, and upon approval by the proper officials of the United States, it shall cause to be paid to the Vendor as full purchase price the sum of One Hundred Ninety Six Thousand dollars (\$196,000.00) which will be sent directly to a financial institution by Direct Deposit/Electronic Funds Transfer.

5. The United States agrees to pay any rollback taxes assessed under the 1969 Farmland Assessment Act as a result of conveyance of the above-described property to the United States.

6. The Vendor shall, at his own cost, procure and have recorded all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, subject only to the interests, liens, or encumbrances expressly provided herein. Abstracts or certificates of title or title insurance will be procured by the United States at its expense unless otherwise provided in this contract. The expense of recording this contract and the deed required by Article 3 shall be borne by the United States.

The United States shall reimburse the Vendor in an amount deemed by the United States to be fair and reasonable for the following expenses incurred by the Vendor:

(a) Recording fees, transfer taxes and similar expenses incidental to conveying the real property described herein to the United States.

(b) Penalty cost for prepayment of any pre-existing recorded mortgage entered into in good faith encumbering said real property; and

(c) The pro rata portion of real property taxes paid which are allocable to a period subsequent to the date of vesting title in the United States, or the effective date of possession of such real property by the United States, whichever is earlier.

The Vendor agrees to furnish the United States evidence that these items of expenses have been billed to and paid by him, and further agrees that the United States alone shall determine the fairness and reasonableness of the expenses to be paid.

7. In the event that liens or encumbrances other than those expressly provided herein, do

exist, the United States may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of any lien or encumbrance by the United States.

8. It is agreed that, at its election, the United States may draw its check in payment for the above-described real estate to the order of the title contractor or closing agent, and the Vendor hereby authorizes the said contractor or agent to cash the check and make disbursements out of the proceeds to satisfy and pay any taxes, assessments, and encumbrances which are a lien against the real estate; to purchase any Federal or State documentary revenue stamps; to pay any State and local recording or transfer taxes where required, and any other expenses incident to the closing of title which are properly chargeable to the Vendor; and to remit the balance of the proceeds to Vendor; together with an itemized statement of the payments made on Vendor's behalf.

9. This contract shall become effective to bind the United States to purchase said property immediately on its execution by the contracting officer acting under the authority of the Secretary of the Interior and shall inure to the benefit of and be binding on the heirs, executors, administrators and assigns of the Vendor, and the assigns of the United States.

10. After execution of this contract by the United States, the proper officers and agents of the United States shall, at all times, have unrestricted use of all property described herein to survey for and construct works of the United States, including reclamation works and structures and appliances incident thereto, free of any claim for damage or compensation on the part of the Vendor.

11. If the Secretary of the Interior determines that the title should be acquired by the United States by judicial procedure, either to procure a safe title or to obtain title more quickly or for any other reason, then the award to be made for the interest acquired in said lands in said proceedings shall be the same amount as the purchase price herein provided.

12. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the United States the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the United States.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction

shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

14. The terms of this contract will survive the conveyances provided for herein.

IN WITNESS WHEREOF, the parties hereto have signed their names the day and year first above-written.

THE UNITED STATES OF AMERICA

APPROVED

Christopher B. Rice
Field Solicitor's Office

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

Thomas S. Whitaker
Thomas S. Whitaker, Vendor

Linda Whitaker
Linda Whitaker, Vendor

00221201 Bk 00450 Pg 00407

ACKNOWLEDGMENT

State of Utah)
County of Wasatch) ss.

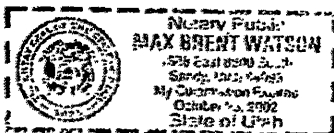
On this 16TH day of December, 1999, personally appeared before me Thomas S. Whitaker and Linda Whitaker to me known to be the individual, or individuals, described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Max Brent Watson

Notary Public in and for the
State of
Residing at

(SEAL)



00221201 Bk 00450 Pg 00408

Exhibit B

WHITTAKER FARMS ANNEX BOUNDARY

BEGINNING AT A POINT ON THE PRESENT CITY BOUNDARY OF MIDWAY CITY, UTAH, SAID POINT BEING WEST 1275.67 FEET AND NORTH 2659.13 FEET FROM THE 1995 WASATCH COUNTY SURVEY MONUMENT FOR THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN;

AND RUNNING THENCE ALONG THE 1885 ORIGINAL MIDWAY CITY LIMITS AS REFERENCED BY THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF MIDWAY CITY, SEE ENTRY NO. 360652, THE FOLLOWING TWO COURSES: (1) SOUTH 89°48'58" WEST 1435.57 FEET; (2) NORTH 00°06'47" WEST 2775.76 FEET TO THE SOUTHERN BOUNDARY OF RALPH HALL ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) NORTH 89°46'06" EAST 339.08 FEET; (2) NORTH 00°02'18" WEST 293.20 FEET TO THE SOUTHERN BOUNDARY OF 808 RIVER ROAD ANNEXATION;

THENCE ALONG SAID BOUNDARY THE FOLLOWING FIVE COURSES: (1) NORTH 89°46'06" EAST 2059.68 FEET; (2) SOUTH 00°10'10" EAST 421.74 FEET; (3) NORTH 89°46'06" EAST 61.85 FEET; (4) SOUTH 18°25'10" EAST 66.51 FEET; (5) SOUTH 10°16'10" EAST 94.00 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 221202 THE FOLLOWING TEN COURSES: (1) SOUTH 09°51'29" EAST 84.10 FEET; (2) SOUTH 49°04'15" EAST 245.07 FEET; (3) SOUTH 21°07'10" EAST 82.27 FEET; (4) SOUTH 02°39'15" WEST 102.71 FEET; (5) SOUTH 17°08'31" WEST 140.73 FEET; (6) SOUTH 06°05'45" WEST 64.07 FEET; (7) SOUTH 02°57'09" EAST 82.00 FEET; (8) SOUTH 32°09'13" EAST 123.39 FEET; (9) SOUTH 09°01'38" EAST 115.86 FEET; (10) SOUTH 12°11'03" WEST 223.51 FEET;

THENCE ALONG THE BOUNDARY OF THE UNITED STATES OF AMERICA AS DOCUMENTED IN ENTRY NO. 219025 THE FOLLOWING TWO COURSES: (1) SOUTH 12°11'03" WEST 475.80 FEET; (2) SOUTH 27°44'45" WEST 188.47 FEET TO A SURVEYED BOUNDARY LINE AS EVIDENCED IN RECORD OF SURVEY FILE NO. 1594;

THENCE ALONG SAID SURVEYED BOUNDARY AS EVIDENCED BY RECORD OF SURVEY FILE NO. 1594 THE FOLLOWING FIVE COURSES: (1) SOUTH 89°51'40" WEST 327.57 FEET; (2) SOUTH 89°37'09" WEST 781.56 FEET; (3) SOUTH 10°05'48" EAST 628.12 FEET; (4) NORTH 89°53'18" WEST 93.35 FEET; (5) SOUTH 02°53'18" WEST 100.81 FEET TO THE POINT OF BEGINNING.

BOUNDARY CONTAINS 162.62 ACRES.

