



MORGAN COUNTY COMMISSION MEETING AGENDA

July 21st, 2026

4:00 WORK SESSION 5:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

NOTE: Commissioner Raelene Blocker may be attending virtually

4:00 WORK SESSION

Homesteader Tax Credit – Penny Butler, Morgan County Clerk/Auditor’s Office

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Nickerson**
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from July 7th, 2026.
2. Notice of vacancy on the Morgan County Planning Commission representing Stoddard & Milton – contact Commissioner Wilson if interested in this vacated seat.

(C) Commissioner Declarations of Conflict of Interest

(D) Public Comments (please limit comments to 3 minutes)

(E) Presentations

1. **Weber Basin Conservancy District – General update on programs & supply**
2. **USU Extension, Rural Online Initiative – Trenton Wilson**

(F) Action Items

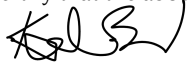
1. **Hon. Sheriff Corey Stark** – Discussion/Decision – Morgan County Sheriff’s Office
Discussion and decision on an extension to an interlocal agreement with Wasatch Peak’s Ranch for services. The Morgan County Sheriff’s Office has continued providing services though the actual agreement expired July 18th, 2025.
2. **Chief Brad Wilkes & Emergency Management Director Erica White** – Discussion/Decision – UTV
Discussion and decision on the purchase of a UTV for Emergency Management to replace one that was a Sheriff’s Office Asset.
3. **Casey Basaker** – Discussion/Decision – Morgan County Human Resources
Discussion and decision on Resolution **CR 26-39** authorizing the employer pick up for member retirement contributions for Tier 2 Firefighter Employees.
4. **Kent Page** – Discussion /Decision – County Planning & Zoning
Flagship Homes Development Agreement: A request for approval of a development agreement to be consistent with the requirements of the Town Center Zoning in the Mountain Green area.
5. **Kent Page** – Discussion / **Public Hearing** / Decision – County Planning & Zoning
Rollins Ranch Development Agreement 6th Amendment: A request for approval of Ordinance **CO 26-15** of a 6th amendment to the Rollins Ranch Development Agreement located in the Mountain Green area in unincorporated Morgan County.
6. **Hon. Leslie A. Hyde** – Discussion/ **Public Hearing** /Decision – Morgan County Clerk Auditor
Discussion and decision on Resolution **CR 26-34** second quarter amendments to the County’s FY 2026 Budget.

MORGAN COUNTY COMMISSION MEETING AGENDA

(G) Commissioner Comments

- Commissioner Blocker
- Commissioner Newton
- Commissioner Fackrell
- Commission Vice Chair Nickerson
- Commission Chair Wilson

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 17th day of July 2026.



Kate Becker – Morgan County Administrative Manager

The Commission may vote to discuss certain matters in closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205. In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

Meetings are live streamed on the Morgan County YouTube Channel. However, if you want to virtually participate in any public comment listed on this agenda, you need to contact Jeremy@morgancountyutah.gov at least 24 hours before the scheduled meeting.



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 07/21/2026 Time Requested: _____

Name: Penny Butler Phone: (801) 845-4011

Address: 48 W Young Street, PO Box 886, Morgan, UT 84050

Email: pbutler@morgancountyutah.gov Fax: _____

Associated County Department: Clerk

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Work session about Homesteaders Abatement

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☒	
☐	
☐	
☐	

Homesteaders Credit

Proposed Eligibility

- 65 or older
- Household income less than 50,000
- Primary home for 25+ years
- No income producing properties
- Only home located on 1 acre
- Provides own financial support
- Possible 3 year lookback
- Valued by Market Value of Property
- Good standing with County (no delinquent charges)

Proposed Reduction

- ½ tax due or max of 1,312 whichever is less (state standard for indigent)
- Credit equal to tax on 20% of fair market value of residence (state standard for homeowners Valuation)

Reason

- The purpose/vision for this would be to help our vulnerable aging population who depend on a fixed income. Morgan County does not want to see the “Homesteaders” of Morgan who depend on Social Security and/or small pensions to be priced out of their homes. There are those who barely miss the requirements to be approved for circuit breaker. Morgan’s has a unique housing situation, there are not many low-income housing options to move into, which does not leave many options for struggling individuals.

Legal Stuff

- Morgan County would be acting under state code 59-2-1347
- Approval/Denial would be up to Commission discretion
- Approval/Denial cannot be appealed
- Must list post name, parcel, value, taxes due, adjusted amount in County within 10 days of adjustment.
- Must send copy of list to Tax Commission within 10 days of approval.

INDIGENT TAX RELIEF & CIRCUIT BREAKER TAX RELIEF

HOUSEHOLD INCOME QUICK REFERENCE

Included in Household Income §59-2-1202(8)

Federal adjusted gross income (FAGI); and the following
non-taxable income sources:
§59-2-1202(9)(a)

- Capital gains;
- Loss carry forwards;
- Depreciation claimed on the residence upon which relief is filed;
- Support money;
- Nontaxable strike benefits;
- **Gross** amount of a pension or annuity;
- Social security payments (except Social Security Disability Income);
- State unemployment insurance amounts;
- Nontaxable interest from any source;
- Workers' compensation;
- Gross amount of "loss of time" insurance; and
- Voluntary contributions to a tax-deferred retirement plan

NOT Included in Household Income: §59-2-1202(9)(b)

- Public assistance, including:
 - Medical assistance provided under [U.S.C. §26B-3](#), such as:
 - Health care assistance
 - Medicaid waivers
 - Utah CHIP
 - [SNAP benefits](#);
 - Services or benefits provided under the [Utah Employment Support Act](#);
 - Foster care maintenance payments provided from the General Fund or under Title IV-E of the Social Security Act
- Aid, assistance, or contributions from a tax-exempt NGO source;
- Surplus foods;
- Relief in kind supplied by a public or private agency;
- Property tax relief;
- Social Security Disability Income;
- Federal tax refunds;
- Federal child tax credit that exceeds the taxpayer's federal tax liability;
- Federal earned income credit that exceeds the taxpayer's federal tax liability;
- Reverse mortgage payments;
- [Payments or reimbursements](#) to [federal senior program volunteers](#);
- Gifts or bequests

What is a household?

Households [§ 59-2-1202(6)] are determined as of **Jan. 1 of the year the claim is filed** [R865-91-34(A)(1)]. All income earned in the **previous year** by members of the household on **Jan. 1** is included, **even if a member ceases to live in the household between Jan. 1 and the time of application**. A household for the renters' refund is determined differently, please be aware of this when reading the Code to avoid confusion.

What is income?

Questions arise if taxpayers submit complex federal tax returns as proof of income. ***Consulting the Form 1040 instructions and schedules can help determine if income listed in supplementary evidence is part of, or deducted, from the FAGI.***

For example, business losses are **deducted** from the FAGI and are listed on Schedule 1 after being calculated on Schedule C. HSA distributions from the 1099-SA are **included** in the FAGI and listed on Schedule 1 after being determined on Form 8889.

If the IRS accepts a taxpayer's FAGI as accurate, this decision should be deferred to.



Property Tax Abatement, Deferral and Exemption Programs for Individuals

Utah State Tax Commission
P.O. Box 30412
Salt Lake City, Utah 84130
801-297-3600
1-800-368-8824
tax.utah.gov



If you need an accommodation under the Americans with Disabilities Act, email taxada@utah.gov, or call 801-297-3811 or TDD 801-297-2020. Please allow three working days for a response.

Is this information helpful?
 [Click here.](#)

General Information

Utah law allows Utah residents six types of property tax relief:

1. General Tax Relief
 - Renter Credit (UCA Title 59, Chapter 2a, Part 2)
 - Homeowner's Credit (UCA Title 59, Chapter 2a, Part 3)
2. Veterans with a Disability Exemption (UCA Title 59, Chapter 2a, Part 5)
3. Active or Reserve Duty Armed Forces Exemption (UCA Title 59, Chapter 2a, Part 6)
4. Blind Exemption (UCA §59-2-1106)
5. Low-income Abatement/Deferral (UCA Title 59, Chapter 2a, Part 4 and Part 7)
6. Property Tax Deferral for Elderly Property Owners (UCA Title 59, Chapter 2a, Part 9)

Get application forms and more information (including deadlines) from your county auditor's or treasurer's office.

Unless you are applying for the veterans with a disability exemption, you must be a U.S. citizen or legally present in the U.S. (see 8 U.S.C. 1641) to receive tax relief.

Renter Credit

Eligibility

To qualify for this tax credit:

1. You are a renter (or a manufactured homeowner who rents a lot).
2. Your 2025 total household income was less than \$44,221 (UCA §59-2a-101(17)).
3. You were a Utah resident for the entire year.
4. You are either:
 - a. at least 66 years of age, or
 - b. an unmarried surviving spouse.

You must be able to prove Utah residency and household income to qualify.

Credit Amount

A credit of up to \$1,412 is available, based on income and a percentage of rent paid.

To Apply

Apply online at tap.utah.gov. Click the link "File your current renter's credit".

Or complete a renter's credit application, form TC-90CB, and submit it to the Utah State Tax Commission (210 N 1950 W, Salt Lake City UT 84134) by December 31.

For more information or help, call the Tax Commission at 801-297-6254 or 1-800-662-4335 ext 6254.

County Programs for HOMEOWNERS

Homeowner Low-income Abatement

Eligibility

To qualify for this tax credit:

1. You are a homeowner or manufactured homeowner.
2. Your home is owner-occupied.
3. Your 2025 total household income was less than \$44,221 (UCA §59-2a-101(17)).
4. You were a Utah resident for the entire year.
5. You owned the home for the entire calendar year.
6. One of the following three statements is true:
 - a. you qualified for the credit in 2025,
 - b. you are at least 67 years of age, or
 - c. you are an unmarried surviving spouse.

You must be able to prove Utah residency and household income to qualify.

Abatement Amount

Up to \$1,412 of property tax can be abated, based on income, plus an additional credit equal to the tax on 20 percent of a home's fair market value.

To Apply

Complete an application and submit it to your local county government by September 1.

Veterans with a Disability Exemption

Eligibility

This exemption is available to veterans disabled in military service (at least 10 percent disability), their unmarried surviving spouse or minor orphans.

Exemption Amount

The exemption is up to \$535,459 of taxable value of a residence, based on the percentage of disability incurred in the line of duty and on the unemployability classification. The exemption can also be applied toward tangible personal property, such as motor vehicles. No exemption is allowed for any disability below 10 percent.

Requirement

An application with proof of military service and proof of disability (or death) must be on file with the county where the eligible property is located.

Active or Reserve Duty Armed Forces Exemption

Eligibility

This exemption is available to active or reserve members of the US Armed Forces on active duty outside the state 200 days in a continuous 365-day period beginning in the prior year.

Exemption Amount

The exemption equals the total taxable value of the claimant's primary residence.

Requirements

To receive the exemption you must:

1. apply on or before September 1 of the year after the year of qualifying service, and
2. include with your application verifying military documentation including orders for qualifying active or reserve service.

You must apply each year you are eligible. Only one exemption is allowed for each period of qualifying service.

Blind Exemption

Eligibility

This exemption is available to legally blind property owners, their unmarried surviving spouse or their minor orphans. There are no income or age requirements.

Exemption Amount

Up to \$11,500 of the taxable value of real and tangible personal property is exempt from property tax.

Requirements

- File the application by September 1 with your county.

- Your first year's application must include a statement signed by an ophthalmologist.

Low-income Abatement

Eligibility

Indigent abatement is granted by your county's legislative body. To qualify:

1. you must be a homeowner or manufactured homeowner,
2. your home must be owner-occupied,
3. you must live in your home for at least 10 months,
4. your 2025 income must be less than \$44,221, and
5. one of the following three statements is true:
 - a. you qualified for the credit in 2025,
 - b. you are at least 67 years of age, or
 - c. you can show a disability or extreme hardship.

Abatement Amount

The abatement is 50 percent of the total tax for the current year, or a maximum of \$1,412, whichever is less (see Utah Code Ann. §59-2a-401).

Requirements

- File the application by September 1 with proof of home ownership, income, disability and/or hardship, and other information your county requires.
- All applications must be filed with the county.

Low-income Deferral

A county may offer property tax deferral programs that allow property owners to delay paying their assessed taxes for a certain period of time. Interest will accrue annually, but delinquency penalties won't be assessed during the deferral period. There may be multiple deferral programs in a county, each with different eligibility requirements. To learn more about available deferral programs and eligibility, contact your county.

Mandatory Senior Deferral Program

Eligibility

To qualify for this property tax deferral:

1. you must be at least 75 years old;
2. you cannot be claimed as a dependent or receive a tax credit on another person's federal tax return;
3. you are claiming the deferral for your single-family, primary residence;
4. as of Jan. 1, 2026, either:
 - a. the assessed value of your property must not be more than the county median property value, or
 - b. you must have owned the residence for 20 continuous years;
5. you have no delinquent property taxes, tax notice charges or outstanding penalties or interest;
6. the holder of each mortgage or trust deed outstanding on the residence will approve the referral in writing;
7. your 2025 total household income was not more than \$88,442; and

8. your household liquid resources (cash on hand, checking or savings accounts, savings certificates and stocks/bonds held by anyone in the household) are less than 20 times the amount of taxes that were levied on the property in 2025.

Deferral Amount

Deferred taxes will accrue interest at half the normal rate.

If eligible, you may defer property taxes each year you apply. You must reapply each year to continue the deferral. If you do not reapply, the total amount of the deferred taxes will become due the following year.

The deferral will continue until you fail to reapply, you sell the residence, or ownership is transferred to anyone except a surviving spouse.

Requirements

- File the application by September 1 with proof of home ownership, income and other information your county requires.
- File the application with the county.
- You must apply each year you are eligible.

Appeal Rights

If your application for relief is denied, you may file an appeal within 30 days of the denial notification.

Renter Credit

If you believe a renter credit was wrongly denied, appeal to the Utah State Tax Commission.

Property Tax

An appeal for denials of property tax exemptions, abatements or deferrals must be filed with the county auditor, who will then forward it to the Tax Commission.

Contact Info

Call your county for application forms and more information.

County	Phone
Beaver	435-438-6463
Box Elder	435-734-3317
Cache	435-755-1706
Carbon	435-636-3221
Daggett	435-784-3210
Davis	801-451-3331
Duchesne	435-738-1228
Emery	435-381-5106
Garfield	435-676-1120
Grand	435-259-1321
Iron	435-477-8330
Juab	435-623-3410
Kane	435-644-2458
Millard	435-743-5227
Morgan	801-845-4032
Piute	435-577-2840
Rich	435-793-5155
Salt Lake	385-468-8300
San Juan	435-587-3223 ext. 4113
Sanpete	435-835-2142
Sevier	435-893-0401
Summit	435-336-3038
Tooele	435-843-3312
Uintah	435-781-5361
Utah	801-851-8110
Wasatch	435-657-3191
Washington	435-301-7220
Wayne	435-836-1300
Weber	801-399-8489

2026 Property Tax Relief Table

Type	Mandatory or Discretionary	Entity Determining Eligibility	Funded By	Filing Requirements	Eligible Persons	Eligible Property	Amount
Veterans Armed Forces Exemption <i>59-2a-501 & 502</i>	Mandatory	County	County	File by Sept 1; proof of service, proof of disability	Veteran with a disability; unmarried surviving spouse or minor orphans; disability >10%	Primary residence and non-business personal property	Credit up to \$535,459 in taxable value, based on percentage of disability
Active Duty Exemption <i>59-2a-601 & 602</i>	Mandatory	County	County	File by Sept 1 the year after qualifying active-duty service was completed, provide evidence of qualifying active duty military service*	Qualified active duty; At least 200 days in a continuous 365-day period outside the state beginning in the prior year. §	Primary residence of military member	Total taxable value of the primary residential property
Blind Exemption <i>59-2-1106</i>	Mandatory	County	County	File annually by Sept 1; ophthalmologist signed statement	Legally blind as defined by statute; unmarried surviving spouse or minor orphans; no income requirements	Real and personal property	Credit of \$11,500 in taxable value
Indigent Abatement <i>59-2a-401 & 402</i>	Discretionary	County	County	File annually by Sept 1; signed statement of disability or hardship; proof of ownership; other as require by county	65+ years of age, or disabled, or in extreme hardship; income <\$44,221; resides at property at least 10 months of the year	Owner-occupied residence	½ tax due, or max. of \$1,412, whichever is less
Indigent Deferral <i>59-2a-701 & 702</i>	Discretionary	County	County	3-year asset transfer schedule; approval of mortgage or trust deed holder.	Mortgage or trust deed holder approval; hold no income producing assets	Owner-occupied residence	All or any portion of tax; interest accrues; deferral continues until property changes hands.
General Tax Relief (<i>59-2a-201 to 305</i>)							
Homeowner's Credit	Mandatory	County	State General Fund	File annually by Sept 1 with county; signed statement of income	Provide own financial support, 66+ years of age or surviving spouse; income <\$44,221 Utah resident in same property for the entire year	Owner-occupied residence	Credit up to \$1,412 based on annual household income
Homeowner's Valuation Reduction	Mandatory	County	County	Same as Homeowner's Credit	Same as Homeowner's Credit	Same as Homeowner Credit	Credit equal to tax on 20% of fair market value of residence
Renter's Credit †	Mandatory	Tax Commission	State General Fund	File annually by Dec 31 with state; signed income statement & gross rent	Same as Homeowner's Credit	Renter-occupied residence	Credit up to \$1,412 based on household income & percentage of rent paid
Senior Deferral <i>59-2a-901 & 902</i>	Mandatory	County	County	File annually by Sep 1 with county; proof of residency, proof of age and proof household income and assets	75+ years of age (by year end); income <\$88,442; Household liquid resources* less than 20x amount of taxes levied on property in previous year	Owner-occupied residence valued at ≤100% county median property value OR continuously owned by same owner 20+ years	All or any portion of tax; interest accrues; deferral continues until property changes hands.

*Evidence could include: Military Service or Deployment Order, Letter from commanding officer or Travel Voucher/Sub Voucher (DD Form 1351-2) (Military Personnel Office)

§ Also includes unmarried surviving spouse and minor orphan of a veteran who was killed in action or died in the line of duty under active-duty exemption.

† This relief is only indirectly related to property tax; it is to help offset the general tax burden.

⌘ "Household liquid resources" is defined in Utah State Code under §59-2a-101(16).

Utah Code Ann. Sec 59-2-1347 allows a county, for property assessed by the county, or USTC, for property assessed by the Commission, to accept an amount less than the full amount of taxes due, and allows a county to defer the full amount of taxes due "where, in the judgment of the [county legislative body for property assessed by the county, or USTC for property assessed by the Commission], the best human interests and the interests of the state and the county are served." The statute also allows a county legislative body to grant retroactive adjustments or deferrals. Please call the Utah State Tax Commission's Property Tax Division at (801) 297-3600 or email propertytax@utah.gov with further questions.



**HOMESTEADER'S CREDIT CRITERIA
APPROVAL/DENIAL
And
PUBLIC NOTICE**

Based upon the taxpayer's completed application, the Morgan County Commission has applied the following criteria for approval or denial of taxpayer's application for Homesteader's Credit as allowed under Utah Code Ann. Section 59-2-1347 and Morgan County Resolution 25-_____.

Criteria:

- _____ Property owner is 65 years or older.
- _____ Property owner's household income is \$50,000.00 or less.
- _____ Property has been property owner's primary residence for at least 25 years.
- _____ Property owner holds no interest in any income producing properties.
- _____ Property receiving credit is one acre or less.
- _____ A three-year lookback into these criteria supports approval.
- _____ The market value of the property supports approval.
- _____ Further circumstances the Commission has considered in approving (in full or part) or denying the application:

Requested Credit (based on current State Circuit Breaker credits):

1. One half of the tax due _____ x .50 = _____, or cap of \$1,412.
AND/OR
2. Credit equal to 20% of fair market value of residence: _____ x .20 = _____.

Approved Credit: _____

*****Please note that the Commission's decision may not be appealed.*****

HOMESTEADER'S CREDIT APPROVAL/DENIAL and PUBLIC NOTICE

Pursuant to Resolution 26-__-BOE, the Morgan County Commission hereby

__ Approves

___ Denies

a Homesteader's Credit for the following:

Property owner/taxpayer: _____

Parcel, serial, or

account number of the property: _____

Value of property for current year: _____

Sum of delinquent taxes,

interest, and penalty due: _____

Amount of credit approved: _____

For tax year(s): 20_____

If approved, this notice shall be posted within 10 days of said approval.

DATED this ____ day of _____, 2026.

Matt Wilson, Chair
Morgan County Commission

Commission Members Voting:

	Aye	Nay
Rayleen Blocker	___	___
Mike Newton	___	___
Vaughn Nickerson	___	___
Blaine Fackrell	___	___
Matthew Wilson	___	___

ATTEST: _____
Leslie Hyde
Morgan County Clerk/Auditor

MORGAN COUNTY

2025 Individual Abatement Report

06/24/2026

12:55:05PM

Parcel	Name	Blind	Circuit Breaker	Commission Cancellation	Indigent	20% Circuit Breaker	Veterans	Military	Total
00-0000-6	RUE	0.00	0.00	0.00	0.00	0.00	2,392.39	0.00	2,392.39
00-0000-7	T O	0.00	0.00	0.00	0.00	0.00	852.85	0.00	852.85
00-0000-7	VI	0.00	0.00	0.00	0.00	0.00	2,189.56	0.00	2,189.56
00-0000-8		0.00	756.00	0.00	703.06	1,235.50	0.00	0.00	2,694.56
00-0000-8		0.00	0.00	0.00	0.00	0.00	3,161.17	0.00	3,161.17
00-0001-3		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0001-4	LIAI	0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0001-4	BLE	0.00	364.00	0.00	467.98	742.82	0.00	0.00	1,574.80
00-0001-4		0.00	0.00	0.00	0.00	0.00	2,524.86	0.00	2,524.86
00-0001-5	IE R	0.00	0.00	0.00	0.00	0.00	2,558.55	0.00	2,558.55
00-0001-5	US	0.00	0.00	0.00	0.00	0.00	1,903.25	0.00	1,903.25
00-0001-5	JTL	0.00	0.00	0.00	0.00	0.00	1,279.28	0.00	1,279.28
00-0001-6		0.00	0.00	0.00	0.00	0.00	2,984.98	0.00	2,984.98
00-0001-6	SE	0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0001-7		0.00	0.00	0.00	0.00	0.00	2,354.20	0.00	2,354.20
00-0001-8		0.00	0.00	0.00	0.00	0.00	3,225.13	0.00	3,225.13
00-0001-9		0.00	364.00	0.00	727.52	1,039.45	0.00	0.00	2,130.97
00-0001-9	04/	0.00	0.00	0.00	0.00	0.00	2,680.36	0.00	2,680.36
00-0001-9		0.00	0.00	0.00	0.00	0.00	2,653.95	0.00	2,653.95
00-0002-0	R N	0.00	364.00	0.00	627.98	925.68	0.00	0.00	1,917.66
00-0002-0	DER	0.00	993.00	0.00	242.94	845.08	0.00	0.00	2,081.02
00-0002-0		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0002-1	R	0.00	0.00	0.00	0.00	0.00	3,174.87	0.00	3,174.87
00-0002-1	REV	0.00	204.00	0.00	523.24	714.56	0.00	0.00	1,441.80
00-0002-2	AGC	0.00	0.00	0.00	0.00	0.00	2,028.85	0.00	2,028.85
00-0002-4	RUS	0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0002-5	VOC	0.00	0.00	1,961.81	0.00	0.00	0.00	0.00	1,961.81
00-0002-7	FAI	0.00	0.00	753.82	0.00	0.00	0.00	0.00	753.82
00-0003-2	RTI	0.00	0.00	0.00	0.00	0.00	2,428.79	0.00	2,428.79
00-0003-2		0.00	0.00	0.00	0.00	0.00	2,702.01	0.00	2,702.01
00-0003-2		0.00	0.00	0.00	0.00	0.00	3,039.92	0.00	3,039.92
00-0003-2		0.00	0.00	0.00	0.00	0.00	2,265.17	0.00	2,265.17
00-0003-2		0.00	0.00	0.00	0.00	0.00	3,093.89	0.00	3,093.89
00-0003-2	RE	0.00	0.00	0.00	0.00	0.00	2,649.26	0.00	2,649.26
00-0003-3	ENS	99.16	0.00	0.00	0.00	0.00	0.00	0.00	99.16
00-0003-3	ERR	0.00	0.00	0.00	0.00	0.00	3,797.15	0.00	3,797.15
00-0003-3	/MC	0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0003-4		0.00	0.00	0.00	0.00	0.00	2,262.43	0.00	2,262.43
00-0003-5		0.00	0.00	0.00	0.00	0.00	1,968.18	0.00	1,968.18
00-0003-5		0.00	0.00	0.00	0.00	0.00	2,066.77	0.00	2,066.77
00-0003-5		0.00	0.00	0.00	0.00	0.00	3,420.32	0.00	3,420.32
00-0003-5	E	0.00	0.00	0.00	0.00	0.00	2,844.65	0.00	2,844.65
00-0003-5		0.00	0.00	0.00	0.00	0.00	3,468.90	0.00	3,468.90
00-0003-5	RERC	0.00	0.00	0.00	0.00	0.00	2,925.17	0.00	2,925.17
00-0003-5	TT	0.00	0.00	0.00	0.00	0.00	456.16	0.00	456.16
00-0003-5	EE F	0.00	756.00	0.00	371.72	856.83	0.00	0.00	1,984.55
00-0003-5	ST	0.00	0.00	0.00	0.00	0.00	2,564.97	0.00	2,564.97
00-0003-5		0.00	0.00	0.00	0.00	0.00	3,193.10	0.00	3,193.10
00-0003-6		0.00	0.00	0.00	0.00	0.00	2,860.75	0.00	2,860.75
00-0003-6		0.00	0.00	0.00	0.00	0.00	2,704.12	0.00	2,704.12
00-0003-6		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0003-6		0.00	0.00	0.00	0.00	0.00	2,557.39	0.00	2,557.39
00-0003-6		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0003-6	N	0.00	0.00	0.00	0.00	0.00	1,368.48	0.00	1,368.48
00-0003-6	RY/	0.00	0.00	0.00	0.00	0.00	4,101.12	0.00	4,101.12
00-0003-6		0.00	0.00	0.00	0.00	0.00	456.16	0.00	456.16
00-0003-7		0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0003-7	MILY	0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0003-7		0.00	0.00	0.00	0.00	0.00	2,767.73	0.00	2,767.73
00-0003-7		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0003-7		0.00	0.00	0.00	0.00	0.00	1,976.32	0.00	1,976.32
00-0003-8		0.00	0.00	0.00	0.00	0.00	2,560.81	0.00	2,560.81
00-0003-8		0.00	1,151.00	0.00	738.00	1,501.14	0.00	0.00	3,390.14
00-0003-8		0.00	0.00	0.00	0.00	0.00	988.16	0.00	988.16
00-0003-8		0.00	756.00	0.00	595.26	1,112.30	0.00	0.00	2,463.56
00-0003-9	BLE	0.00	0.00	0.00	0.00	0.00	2,438.36	0.00	2,438.36
00-0003-9		0.00	0.00	0.00	0.00	0.00	2,215.54	0.00	2,215.54
00-0003-9		0.00	0.00	0.00	0.00	0.00	3,063.32	0.00	3,063.32
00-0004-1	NDC	0.00	0.00	0.00	0.00	0.00	1,976.32	0.00	1,976.32
00-0004-1	FAI	0.00	0.00	0.00	0.00	0.00	3,701.95	0.00	3,701.95

MORGAN COUNTY

2025 Individual Abatement Report

06/24/2026

12:55:05PM

Parcel	Name	Blind	Circuit Breaker	Commission Cancellation	Indigent	20% Circuit Breaker	Veterans	Military	Total
00-0004-20	/14	0.00	600.00	0.00	235.73	612.25	0.00	0.00	1,447.98
00-0004-20		0.00	993.00	0.00	0.00	332.57	0.00	0.00	1,325.57
00-0004-20		0.00	600.00	0.00	264.34	644.95	0.00	0.00	1,509.29
00-0004-20		0.00	0.00	0.00	0.00	0.00	2,726.03	0.00	2,726.03
00-0004-30	ERT	0.00	0.00	0.00	0.00	0.00	1,609.10	0.00	1,609.10
00-0004-30		0.00	0.00	0.00	0.00	0.00	1,482.24	0.00	1,482.24
00-0004-30	RUS	0.00	0.00	0.00	0.00	0.00	2,564.01	0.00	2,564.01
00-0004-30		0.00	0.00	0.00	0.00	0.00	2,788.88	0.00	2,788.88
00-0004-30	YNE	0.00	0.00	0.00	0.00	0.00	2,922.87	0.00	2,922.87
00-0004-41		0.00	0.00	0.00	0.00	0.00	2,012.80	0.00	2,012.80
00-0004-42	OC/	0.00	756.00	0.00	278.16	749.88	0.00	0.00	1,784.04
00-0004-47	Y T	0.00	204.00	0.00	770.01	996.57	0.00	0.00	1,970.58
00-0004-54		0.00	364.00	0.00	245.35	488.39	0.00	0.00	1,097.74
00-0004-61		0.00	600.00	0.00	526.22	944.25	0.00	0.00	2,070.47
00-0004-68	PEA	0.00	0.00	2,115.47	0.00	0.00	0.00	0.00	2,115.47
00-0004-68		0.00	364.00	0.00	716.14	1,026.44	0.00	0.00	2,106.58
00-0004-69		0.00	600.00	0.00	715.31	1,160.36	0.00	0.00	2,475.67
00-0004-71	REV	0.00	0.00	0.00	0.00	0.00	2,219.10	0.00	2,219.10
00-0004-72	JUST	0.00	0.00	0.00	0.00	0.00	852.85	0.00	852.85
00-0004-80		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0004-80		0.00	0.00	0.00	0.00	0.00	2,806.89	0.00	2,806.89
00-0004-84		0.00	600.00	0.00	720.49	1,166.27	0.00	0.00	2,486.76
00-0004-98	T	0.00	0.00	826.20	0.00	0.00	0.00	0.00	826.20
00-0005-19	L T	0.00	0.00	0.00	0.00	0.00	3,458.55	0.00	3,458.55
00-0005-21	TT I	0.00	0.00	0.00	0.00	0.00	2,500.78	0.00	2,500.78
00-0005-23		0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0005-26		0.00	756.00	0.00	348.94	830.79	0.00	0.00	1,935.73
00-0005-26	OCA	0.00	993.00	0.00	366.54	986.33	0.00	0.00	2,345.87
00-0005-30		0.00	0.00	0.00	0.00	0.00	3,918.48	0.00	3,918.48
00-0005-30		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0005-34		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0005-36	FA	0.00	0.00	0.00	0.00	0.00	2,751.24	0.00	2,751.24
00-0005-39		0.00	0.00	0.00	0.00	0.00	3,411.40	0.00	3,411.40
00-0005-46	E LI	0.00	0.00	0.00	0.00	0.00	4,063.20	0.00	4,063.20
00-0005-46		0.00	0.00	0.00	0.00	0.00	3,290.86	0.00	3,290.86
00-0055-70	EN	0.00	0.00	0.00	0.00	0.00	2,558.55	0.00	2,558.55
00-0055-97		0.00	0.00	3,159.00	0.00	0.00	0.00	0.00	3,159.00
00-0056-11		0.00	0.00	0.00	0.00	0.00	2,732.58	0.00	2,732.58
00-0057-60	LIV	0.00	0.00	0.00	0.00	0.00	3,998.49	0.00	3,998.49
00-0058-04		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0058-06		0.00	0.00	0.00	0.00	0.00	2,280.79	0.00	2,280.79
00-0058-10		0.00	0.00	0.00	0.00	0.00	2,979.16	0.00	2,979.16
00-0058-10		0.00	0.00	0.00	0.00	0.00	2,280.79	0.00	2,280.79
00-0058-20		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0058-20		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0058-20	ER	0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0058-40		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0059-00		0.00	204.00	0.00	680.34	894.10	0.00	0.00	1,778.44
00-0059-00		0.00	0.00	0.00	0.00	0.00	1,482.24	0.00	1,482.24
00-0059-40		0.00	0.00	0.00	0.00	0.00	3,988.37	0.00	3,988.37
00-0059-70		0.00	0.00	0.00	0.00	0.00	3,411.40	0.00	3,411.40
00-0059-80		0.00	0.00	0.00	0.00	0.00	4,264.25	0.00	4,264.25
00-0059-90	ST	0.00	0.00	0.00	0.00	0.00	3,837.82	0.00	3,837.82
00-0059-90		0.00	0.00	0.00	0.00	0.00	3,411.40	0.00	3,411.40
00-0060-30	AUS	0.00	0.00	0.00	0.00	0.00	2,132.13	0.00	2,132.13
00-0060-40		0.00	0.00	0.00	0.00	0.00	852.85	0.00	852.85
00-0060-90		0.00	0.00	0.00	0.00	0.00	2,132.13	0.00	2,132.13
00-0061-10		0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0061-20		0.00	0.00	0.00	0.00	0.00	2,984.98	0.00	2,984.98
00-0061-30	VEN	0.00	0.00	0.00	0.00	0.00	4,264.25	0.00	4,264.25
00-0061-90		0.00	0.00	0.00	0.00	0.00	3,411.40	0.00	3,411.40
00-0062-20		0.00	0.00	0.00	0.00	0.00	1,368.48	0.00	1,368.48
00-0062-40	ST	0.00	0.00	0.00	0.00	0.00	2,194.37	0.00	2,194.37
00-0062-50		0.00	0.00	0.00	0.00	0.00	2,991.64	0.00	2,991.64
00-0062-50		0.00	0.00	0.00	0.00	0.00	1,909.91	0.00	1,909.91
00-0062-60		0.00	0.00	0.00	0.00	0.00	2,132.13	0.00	2,132.13
00-0062-70		0.00	0.00	0.00	0.00	0.00	3,565.11	0.00	3,565.11
00-0062-80	VES	94.02	0.00	0.00	0.00	0.00	0.00	0.00	94.02
00-0062-80	ING T	0.00	0.00	0.00	0.00	0.00	1,824.60	0.00	1,824.60
00-0063-00		0.00	0.00	0.00	0.00	0.00	3,169.22	0.00	3,169.22

MORGAN COUNTY

2025 Individual Abatement Report

06/24/2026

12:55:05PM

Parcel	Name	Blind	Circuit Breaker	Commission Cancellation	Indigent	20% Circuit Breaker	Veterans	Military	Total
00-0063-0		0.00	0.00	0.00	0.00	0.00	2,964.48	0.00	2,964.48
00-0063-2		0.00	0.00	0.00	0.00	0.00	3,020.68	0.00	3,020.68
00-0063-3		0.00	0.00	0.00	0.00	0.00	3,952.13	0.00	3,952.13
00-0064-5		0.00	0.00	0.00	0.00	0.00	3,773.41	0.00	3,773.41
00-0064-9		0.00	0.00	0.00	0.00	0.00	2,308.03	0.00	2,308.03
00-0065-3		0.00	364.00	0.00	370.48	631.40	0.00	0.00	1,365.88
00-0065-3		0.00	0.00	0.00	0.00	0.00	1,631.26	0.00	1,631.26
00-0065-9		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0066-4		0.00	0.00	0.00	0.00	0.00	0.00	2,238.84	2,238.84
00-0066-6		0.00	600.00	0.00	719.43	1,165.06	0.00	0.00	2,484.49
00-0067-0		0.00	0.00	1,138.86	996.50	0.00	0.00	0.00	2,135.36
00-0067-3		0.00	0.00	0.00	0.00	0.00	4,264.25	313.49	4,577.74
00-0067-3		0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0067-4		0.00	0.00	0.00	0.00	0.00	3,325.50	0.00	3,325.50
00-0067-5		0.00	0.00	0.00	0.00	0.00	494.08	0.00	494.08
00-0067-7		0.00	0.00	0.00	0.00	0.00	2,964.48	0.00	2,964.48
00-0068-1		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0068-2		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0068-3		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0069-1		0.00	0.00	0.00	0.00	0.00	4,653.25	0.00	4,653.25
00-0069-5		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0069-5		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0069-6		0.00	0.00	0.00	0.00	0.00	3,193.10	0.00	3,193.10
00-0069-6		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0069-7		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0069-7		0.00	0.00	0.00	0.00	0.00	4,475.37	0.00	4,475.37
00-0069-7		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0070-0		0.00	0.00	0.00	0.00	0.00	3,336.51	0.00	3,336.51
00-0070-1		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0070-3		0.00	0.00	0.00	0.00	0.00	2,132.13	0.00	2,132.13
00-0071-4		0.00	0.00	0.00	0.00	0.00	4,940.79	0.00	4,940.79
00-0073-4		0.00	0.00	0.00	0.00	0.00	988.16	0.00	988.16
00-0073-4		0.00	0.00	0.00	0.00	0.00	4,940.79	0.00	4,940.79
00-0073-5		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0073-5		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0073-5		0.00	0.00	0.00	0.00	0.00	3,539.80	0.00	3,539.80
00-0073-6		0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0073-6		0.00	0.00	0.00	0.00	0.00	4,252.95	0.00	4,252.95
00-0073-6		0.00	0.00	0.00	0.00	0.00	3,724.35	0.00	3,724.35
00-0073-6		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0073-6		0.00	0.00	0.00	0.00	0.00	1,368.48	0.00	1,368.48
00-0073-6		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0073-6		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0073-6		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0073-6		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0073-6		0.00	0.00	0.00	0.00	0.00	2,280.79	0.00	2,280.79
00-0073-7		0.00	0.00	0.00	0.00	0.00	1,976.32	0.00	1,976.32
00-0074-4		0.00	0.00	0.00	0.00	0.00	456.16	0.00	456.16
00-0074-4		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0074-4		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0074-4		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0074-4		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0074-4		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0074-4		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0074-4		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0074-4		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0074-4		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0074-4		0.00	0.00	0.00	0.00	0.00	0.00	3,633.96	3,633.96
00-0074-5		0.00	0.00	0.00	0.00	0.00	2,280.79	0.00	2,280.79
00-0075-0		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0075-0		0.00	0.00	0.00	0.00	0.00	4,264.25	0.00	4,264.25
00-0075-0		0.00	0.00	0.00	0.00	0.00	426.43	0.00	426.43
00-0075-0		0.00	0.00	0.00	0.00	0.00	4,264.25	0.00	4,264.25
00-0075-0		0.00	0.00	0.00	0.00	0.00	3,331.15	0.00	3,331.15
00-0075-0		0.00	0.00	0.00	0.00	0.00	2,964.48	0.00	2,964.48
00-0075-1		0.00	0.00	0.00	0.00	0.00	3,193.10	0.00	3,193.10
00-0075-1		0.00	0.00	0.00	0.00	0.00	4,077.35	0.00	4,077.35
00-0075-1		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0075-1		0.00	0.00	0.00	0.00	0.00	1,368.48	0.00	1,368.48
00-0075-1		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63

06/24/2026

MORGAN COUNTY

2025 Individual Abatement Report

12:55:05PM

Parcel	Name	Blind	Circuit Breaker	Commission Cancellation	Indigent	20% Circuit Breaker	Veterans	Military	Total
00-0075-11		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0075-11		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0075-11		0.00	0.00	0.00	0.00	0.00	4,401.55	0.00	4,401.55
00-0075-11		0.00	0.00	0.00	0.00	0.00	2,280.79	0.00	2,280.79
00-0075-11		0.00	0.00	0.00	0.00	0.00	3,997.07	0.00	3,997.07
00-0075-12		0.00	0.00	0.00	0.00	0.00	4,432.66	0.00	4,432.66
00-0075-12		0.00	0.00	0.00	0.00	0.00	4,058.35	0.00	4,058.35
00-0075-12		0.00	0.00	0.00	0.00	0.00	3,055.88	0.00	3,055.88
00-0075-12	ABI	0.00	0.00	0.00	0.00	0.00	4,105.42	792.36	4,897.78
00-0075-12		0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0075-12		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0075-13		0.00	0.00	0.00	0.00	0.00	4,404.88	0.00	4,404.88
00-0075-13	02	0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0075-13		0.00	0.00	0.00	0.00	0.00	456.16	0.00	456.16
00-0075-13	N	0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0075-13		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0075-13		0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0075-18		0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0075-54	Y J	0.00	0.00	0.00	0.00	0.00	3,467.95	0.00	3,467.95
00-0077-44	HIT	0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0077-95	OC	0.00	0.00	0.00	0.00	0.00	912.32	0.00	912.32
00-0078-61	ST	0.00	0.00	0.00	0.00	0.00	4,940.79	0.00	4,940.79
00-0078-61	YO	0.00	600.00	0.00	835.39	1,297.59	0.00	0.00	2,732.98
00-0083-31		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0083-31		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0083-31		0.00	0.00	0.00	0.00	0.00	4,105.42	0.00	4,105.42
00-0083-31	RE	0.00	0.00	0.00	0.00	0.00	4,561.57	0.00	4,561.57
00-0083-31		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0083-31		0.00	0.00	0.00	0.00	0.00	1,824.63	0.00	1,824.63
00-0083-31		0.00	0.00	0.00	0.00	0.00	2,736.95	0.00	2,736.95
00-0083-31		0.00	0.00	0.00	0.00	0.00	3,193.10	0.00	3,193.10
00-0083-4		0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0083-6		0.00	0.00	0.00	0.00	0.00	3,649.26	0.00	3,649.26
00-0083-7		0.00	0.00	0.00	0.00	0.00	4,456.65	0.00	4,456.65
00-0084-3		0.00	0.00	0.00	0.00	0.00	2,132.13	0.00	2,132.13
00-0085-4		0.00	0.00	0.00	0.00	0.00	494.08	0.00	494.08
00-0087-1		0.00	0.00	0.00	0.00	0.00	2,396.91	0.00	2,396.91
00-0087-1		0.00	0.00	0.00	0.00	0.00	2,332.00	0.00	2,332.00
00-0087-1		0.00	0.00	0.00	0.00	0.00	3,193.10	0.00	3,193.10
00-0087-5	E	0.00	0.00	0.00	0.00	0.00	4,747.38	0.00	4,747.38
00-0087-5		0.00	0.00	0.00	0.00	0.00	3,875.12	0.00	3,875.12
00-0087-5		0.00	0.00	0.00	0.00	0.00	1,482.24	0.00	1,482.24
00-0087-6		0.00	0.00	0.00	0.00	0.00	456.16	0.00	456.16
00-0087-7		0.00	0.00	0.00	0.00	0.00	4,074.89	0.00	4,074.89
00-0087-9	3 T	0.00	0.00	0.00	0.00	0.00	1,705.70	0.00	1,705.70
00-0088-0	10	0.00	0.00	0.00	0.00	0.00	2,558.55	0.00	2,558.55
00-0088-1		0.00	0.00	0.00	0.00	0.00	2,964.48	0.00	2,964.48
00-0090-0		0.00	0.00	0.00	0.00	0.00	2,895.55	0.00	2,895.55
00-0090-1		0.00	0.00	0.00	0.00	0.00	3,778.65	0.00	3,778.65
00-0090-7		0.00	0.00	0.00	0.00	0.00	2,307.39	0.00	2,307.39
00-0090-7		0.00	0.00	0.00	0.00	0.00	5,383.91	0.00	5,383.91
00-0091-6		0.00	0.00	0.00	0.00	0.00	2,984.98	0.00	2,984.98
00-0092-2		0.00	0.00	0.00	0.00	0.00	1,538.26	0.00	1,538.26
00-0093-0		0.00	0.00	0.00	0.00	0.00	0.00	4,160.77	4,160.77
Grand Totals:		193.18	14,906.00	9,955.16	13,787.07	22,900.56	626,555.38	11,139.42	699,436.77
Abatement Count:		2	25	6	25	25	228	5	316

	Count	Tax Abated
Mobile Homes	0	0.00
Residential Bldgs	25	14,537.23
Residential Land	1	368.77
Totals	26	14,906.00

Income CB Count
19,324 1

MORGAN COUNTY

06/24/2026

2025 Individual Abatement Report

12:55:05PM

Parcel	Name	Blind	Circuit Breaker	Commission Cancellation	Indigent	20% Circuit Breaker	Veterans	Military	Total
	24,152	3							
	28,983	5							
	33,816	7							
	38,360	6							
	42,623	3							
	Total	25							

Application for Homesteader's Credit

Pursuant to Morgan County Resolution 24-____ as allowed
under UCA §59-2-1347
Due no later than Sept 1, 2026

UCA §59-2-1347
Form PT-33
As revised by Morgan
County

Property Owner Information

Property owner name	Home phone number	Work phone number
Property owner address	Date of Birth	
City	State	Zip

Property Information

Parcel, serial, or account number	Type of property (e.g., commercial, primary residential, etc.)
Location or address	
Legal description (including acreage – cannot exceed 1 acre)	

Property Value and Tax Information

Year(s) (May go back three years)	Taxes	Penalty	Interest	Total
Total				

Current year market value of property (Attach copy of most recent valuation /tax notice)	\$
Amount received from home owner/mobile home owner (circuit breaker) tax credits	\$
Amount owner offers in settlement (Attach proposed payment schedule)	\$
	\$

I/we have exhausted efforts to obtain funds to pay the delinquent taxes. I/we further certify the following:

- ____ 1. I/we am the property owner of the property listed above.
- ____ 2. I am 65 years old or older.
- ____ 3. My yearly household income is \$50,000 or less.
- ____ 4. This property has been my primary residence for 25 years or more.
- ____ 5. This request is for 1 acre or less containing my primary residence.

Attach the following:

1. Owner's statement of circumstances and request for relief.
2. Most recent valuation/tax notice.
3. Financial Summary (back of this form)
5. Copies of last 3 years' filings with I.R.S.
6. Other documentation as required.

Signature

I certify to the best of my knowledge and understanding, that this information is true, correct, and complete.

Signature of property owner(s)

Date

X

Financial Summary

Form PT-33 – Page 2
PT-033-2.ai Rev. 11/00

Income From Previous Three Years

Sources of Income	Year:	Year:	Year:	Year:	Year:
Salary	\$	\$	\$	\$	\$
Social security					
Dividends and interest					
Real estate income					
Business income					
Any assets transferred to relatives					
Total	\$	\$	\$	\$	\$

Current Year Assets		Current Year Liabilities	
Bank accounts and cash on hand		Notes payable to banks, relatives and others	
Name of institution	Amount	Description	Monthly Pymt
	\$		\$
Cash on hand			
Total	\$	Total	\$
Other real estate (exclude subject property)		Real estate mortgage payable	
Parcel no/acreage/description	Market Value	Lender/type/maturity/property identification	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Stocks, bonds and securities		Unpaid medical expenses	
Description	Market Value	Medical facility/patient/illness	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Other assets (vehicles, accounts receivable, etc.)		Other debts (credit cards, utility payments, etc.)	
Description	Market Value	Description	Monthly Pymt
	\$		\$
Total	\$	Total	\$
Total Assets	\$	Total Liabilities	\$

Household Income

Income	Amount
Wage/Salaries/tipsOther compensation (W-2, 1099Misc, ect	
Total interest income, dividends (taxable/nontaxable)	
Pensions, Annuities - Include IRA's (taxable/nontaxable)	
Social Securty/Railroad retirement (but not Social Security Disability) (taxable/nontaxable)	
Current year capital gain or loss	
Unemployment, worker's compensation	
Business rental, farm income	
Other income received under UC59-21202 such as alimony, nontaxable interest, ect	
Total Household Income	

RESOLUTION CR-24-77
A RESOLUTION OF THE COUNTY COMMISSION OF MORGAN COUNTY, UTAH,
APPROVING CRITERIA FOR HOMESTEADER'S CREDIT

WHEREAS, on September 3rd and 17th, 2024, the Morgan County Commission (the "Commission") of Morgan County, Utah (the "County") met in regular session to consider, among other things, creating standards for property tax relief to assist the County's vulnerable aging population who often rely on fixed incomes. Morgan County does not want to see the "Homesteaders" of Morgan County to be priced out of their homes. The County recognizes that due to the lack of low-income housing, as well as increasing property tax values, some of these residents barely miss the requirements for the currently utilized circuit breaker tax relief structures.

WHEREAS, Morgan County is a political subdivision of the State of Utah and is authorized under Utah Code Ann. Section 59-2-1347 to accept an amount less than the full amount of taxes due where in the judgment of the County "the best human interests and the interests of the state and county are served." Under this statute, approval or denial is completely up to the Commission's discretion, the Commission's decision cannot be appealed, and any decision must be posted as well as provided to the Tax Commission within certain time-frames; and

WHEREAS, Morgan County has determined that creating criteria to apply for this relief as well as determining whether to approve an application will serve the best human interests of aging county residents; and further, by providing safeguards for it not to be abused by individuals who are able to make their property tax payments will also serve the interests of the county and state;

NOW THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION, STATE OF UTAH, AS FOLLOWS:

Section 1. Approved. The Commission finds and determines that the criteria for application for the Homesteader's Tax Relief attached as Exhibit A as well as application form attached as Exhibit B are approved and adopted by the Commission to provide a process and criteria for approval or denial of the Homestead's Credit.

Section 2. Approved. Accordingly, the Commission directs County staff and the County Attorney's Office, on behalf of the County:

1. To begin providing and accepting the approved application for the Homesteader's Credit to County to taxpayers;
2. To post within 10 days after the day on which the Commission grants a Homesteader's Credit, a notice containing:
 - (a) the name of the applicant;

- (b) the parcel, serial, or account number of the property;
- (c) the value of the property for the current year;
- (d) the sum of the delinquent taxes, interest, and penalty due; and
- (e) the adjusted amount paid.

3. To send to the State Tax Commission a record of any action taken by the Commission under Utah Code Ann. Section 59-2-1347, no later than the last day of the month the action was taken in.

Section 3. Severability. If any section, part, or provision of this Resolution is held invalid, or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions of this Resolution shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately after passage.

APPROVED, ADOPTED, AND PASSED and ordered published by the Morgan County Commission this ____ day of September, 2024.

Mike Newton, Chair
Morgan County Commission

Commission Members Voting:

	Aye	Nay
Robert McConnell	_____	_____
Mike Newton	_____	_____
Jared Andersen	_____	_____
Blaine Fackrell	_____	_____
Matthew Wilson	_____	_____

ATTEST: _____
Leslie Hyde
Morgan County Clerk/Auditor

APPROVED AS TO FORM:

Garrett T. Smith
Morgan County Attorney



July 7th, 2026

4:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

COUNTY COMMISSION

Commission Chair Matt Wilson
Commissioner Mike Newton
Commissioner Raelene Blocker
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson
(Commissioner Nickerson is absent)

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
County Attorney Garrett Smith (CA)
Deputy Clerk/Auditor Chloe Adams
Clerk/ Auditor Leslie Hyde
Deputy Attorney Janet Christofferson
County Assessor Janell Walker
Fire Chief Brad Wilkes
Fair Director Haley Johnson
Planning and Zoning Director Josh Cook
Planner Kent Page
Director of Public Works Bret Heiner
Intern Julia Nebeker
Casey Basaker

OTHERS IN ATTENDANCE

Tina Kelly
Debbie Sessions
Jeff Mathews
Mathew Harames
Ed Schultz
Val Potter
Shayne Scott
Martina Nelson
Brian Nesteroff

4:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: Hon. Commissioner Wilson
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 16th, 2026.
2. Notice of vacancy on the Morgan County Planning Commission representing Stoddard & Milton – contact Commissioner Wilson if interested in this vacated seat.
3. Notice of issued 2026 Payment in Lieu of Taxes (PILT) payment from Department of the Interior.
4. Acknowledgement of submitted 2025 Impact Fee Report on 06/24/2026.
5. Approval of Resolution **CR 26-26** updating the County's Holiday Calendar after 2026 Legislative changes.
6. Notice of Stage 2 Fire Restrictions Order dated 06/26/2026.
7. Approval of Resolution **CR 26-29** adding the Emergency Management and R.A.M.P. logos to the County's Official Branding Standards.
8. Approval of the services agreement with Wasatch Civil Engineering.
9. Notice of Rifle Range closure until further notice.
10. Approval of Resolution **CR 26-31** Morgan County conflict of interest policy.
11. Notice of Utah Transportation Commission meeting from 06/26 that officially moved the I-84 interchange into Phase I of the STIP; Additionally, the I-89 & I-84 interchange will be revamped with construction starting in 2027.

12. Final report for the 2025-2026 Rural County's Economic Development Grant from the Governor's Office of Economic Development (formerly GOEO).
13. Proposed budget for the 2026-2027 Rural County's Economic Development Grant application from the Governor's Office of Economic Development (formerly GOEO).

Commissioner Newton moved to change consent agenda items 8 and 10 to action items.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton moved to approve consent agenda items 1-7, 9, and 11-13.

Seconded by Blocker Commissioner

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest

No Conflict of interests were declared.

(D) Public Comments (please limit comments to 3 minutes)

There were not any public comments at this time.

(E) Presentations:

Assessor Janelle Walker Presentation on the Summer Assessor Workshop

Morgan County Assessor Janelle Walker presented a summary of the Utah Association of Counties Summer Assessor Workshop. She highlighted educational sessions covering current legislative updates, appraisal standards, assessment practices, and emerging issues affecting county assessors throughout Utah. Assessor Walker also discussed opportunities to collaborate with assessors from other counties, share best practices, and remain informed on changes to state requirements and industry standards. She noted that continuing education and professional development help ensure the Morgan County Assessor's Office remains compliant with state law while providing consistent and accurate property assessments.

(F) Action Items

1.8 Approval of the services agreement with Wasatch Civil Engineering.

County Attorney Garrett Smith explained that revisions had been made to the agreement to require invoices to include reasonable detail, including the applicable project or application number and a summary of services performed. Mr. Smith noted that Wasatch Civil Engineering had already begun incorporating additional notes into its invoicing software to provide greater transparency with minimal additional effort.

Commissioner Newton moved to approve the Services Agreement with Wasatch Civil Engineering.

Seconded by Blocker Commissioner

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

1.10 Approval of Resolution CR 26-31 Morgan County conflict of interest policy.

Deputy County Attorney Janet Christoffersen expressed concerns regarding the proposed policy, explaining that it was a template recommended by the State Auditor's Office and contained language that conflicted with existing county policies and state law. She recommended reviewing the County's current policy and incorporating any necessary updates rather than adopting the template as written. County Attorney Garrett Smith agreed that the proposed policy should be compared with the County's existing policy to identify any deficiencies before adoption.

Commissioner Newton moved to postpone Resolution CR 26-31, Morgan County Conflict of Interest Policy, to allow staff and legal counsel to review the County's existing policy and return with recommended revisions.

Seconded by Blocker Commissioner

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Commissioner Newton Moved to enter board of equalization policy to allow time for legal and staff to review

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

1. MORGAN COUNTY BOARD OF EQUALIZATION

Hon. Leslie A. Hyde – Discussion/Decision – Morgan County Clerk/Auditor

Appointment of Brad Neff as Morgan County's Board of Equalization Hearing Office for the 2026 Assessment Appeals via **Resolution CR-26-02-BOE** and approving his 'Contract for Independent Hearing Officer for BOE Appeals.

Clerk/Auditor Leslie Hyde presented the proposed contract appointing Brad Neff as the independent hearing officer for 2026 Board of Equalization assessment appeals. Staff indicated they were satisfied with Mr. Neff's previous service and recommended approval.

Commissioner Fackrell moved to approve CR-26-02-BOE 'Contract for Independent Hearing Officer for BOE Appeals.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Commissioner Newton moved to adjourn as the Board of Equalization and reconvene as the Morgan County Commission.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

2. Bret Heiner – Discussion/Decision – Morgan County Public Works

Discussion and decision on \$915,360 in Transportation Impact Fee projects and the correlating budget adjustment of \$705,466 out of Transportation I.F. fund balance. [28-2951-100-000 > 28-4400-305-000]

Public Works Director Bret Heiner presented two transportation impact fee projects included in the County's Transportation Impact Fee Facilities Plan. The projects include improvements to Silver Leaf and Cottonwood Canyon and have been planned through previously collected impact fees. Commissioner Fackrell asked for clarification regarding the proposed work near the Silver Leaf trail crossing. Bret Heiner explained that the project consists of milling and paving to match the existing crosswalk elevations rather than constructing a new sidewalk. Commissioners discussed project costs, funding sources, and the anticipated construction schedule. Bret Heiner stated construction would begin as soon as contractors completed previously approved projects and that affected residents would receive advance notification.

Commissioner Newton moved to approve \$915,360 in Transportation Impact Fee projects and the adjustment of \$705,466 out of Transportation I.F. Fund Balance.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

3. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney

Discussion and decision to grant an Exclusive Right-of-Way and easement to Questar Gas Company dba Enbridge Gas Utah.

County Attorney Garrett Smith presented an Exclusive Right-of-Way and Easement Agreement with Questar Gas Company dba Enbridge Gas Utah for property located west of the cell tower near the Morgan County Fairgrounds. The easement will facilitate expansion of the natural gas pipeline to improve service capacity within Morgan County. Garrett Smith explained that the agreement provides for payment of \$253,400 to the County and includes provisions requiring the property to revert to the County in reasonable condition should the easement ever be abandoned.

Commissioner Newton moved to moved to approve the Exclusive Right-of-Way and Easement to Questar Gas Company dba Enbridge Gas Utah, conditioned upon receipt of the full payment of \$253,400 prior to final execution.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

4. Hon. Garrett Smith – Discussion/Decision – Morgan County Attorney
Discussion and decision on Morgan County Resolution **CR 26-30** Ethical Behavior Policy.

County Attorney Garrett Smith and Deputy County Attorney Janet Christoffersen recommended against adopting the State Auditor's model Ethical Behavior Policy as written. They explained that several provisions were overly broad, lacked necessary definitions, and could unintentionally prevent elected officials and county employees from participating in matters where disclosure, rather than disqualification, is appropriate under state law.

Commissioners discussed the balance between promoting transparency and maintaining the ability of elected officials to perform their duties in a small county. Staff was directed to review the County's existing policies and develop recommendations that better align with local needs and state law.

Commissioner Fackrell moved to postpone until things are reviewed in further detail.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

5. Hon. Blaine Fackrell – Discussion/Decision – Commission Travel Request
Requesting to attend the Utah Tourism Conference in Heber City, UT October 13-16.

Commissioner Fackrell requested approval to attend the Utah Tourism Industry Association Annual Conference in Heber City, Utah. He explained that he would use his personal vehicle and requested reimbursement only for the conference registration fee.

During discussion, Commissioner Newton asked Commissioner Fackrell to summarize the outcomes of previous tourism conferences. He discussed ongoing work with Destination IQ, implementation of the County's tourism strategic plan, opportunities related to agritourism and astrotourism, and preparations for increased visitation leading up to the 2034 Winter Olympics. Commissioner Blocker expressed support for continued participation in tourism organizations.

Commissioner Blocker Commissioner Blocker moved to approve Commissioner Fackrell's travel request to attend the Utah Tourism Industry Association Annual Conference in Heber City, Utah, October 13–16, 2026, in the amount of \$389.00

Seconded by Commissioner Newton

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Nay
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was not unanimous. But the motion passed.

6. Hon. Morgan County Commission – Discussion/ Decision – Interlocal Cooperative Agreement

Discussion and decision on entering into an Interlocal Cooperative Agreement with Summit County regarding the 910 Cattle Ranch.

Garrett Smith (County Attorney) reviewed the proposed Interlocal Cooperative Agreement between Morgan County and Summit County regarding the 910 Cattle Ranch. Commissioner Fackrell asked whether future development of the property would require approval from Morgan County. Garrett explained that the provision in question applies only to the Morgan County portion of the property and noted that the land is no longer eligible for Greenbelt designation under the circumstances outlined in the agreement. Commissioners discussed concerns regarding future land use, Greenbelt status, and ensuring the agreement would not allow development to proceed without the appropriate county approvals. Garrett clarified that the agreement does not alter the County's land use authority or applicable approval processes.

**Commissioner Fackrell moved to postpone 910 Cattle Ranch until a future date that is not decided.
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

7. Haley Johnson – Discussion/Decision – Morgan County Fair

Discussion and decision on a contract with the Utah Horse Pullers Association for the 2026 Fair.

Fair Director Haley Johnson presented a proposed contract with the Utah Horse Pullers Association for a horse pull event during the 2026 Morgan County Fair. The contract includes a \$6,000 payment and requires the County to be listed as an additional insured. Commissioners discussed funding for the event and confirmed the event date would remain unchanged.

Commissioner Newton moved to approve the contract with the Utah Horse Pullers Association for the 2026 Morgan County Fair.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

8. Kate Becker – Discussion/Decision – Morgan County Fairgrounds

Discussion and decision on multiple change orders to the J & J Electric Bid at the Fairgrounds.

- a. Relocate roping arena main \$12,450
- b. Announcer booth \$9,171
- c. Sound Conduits, power and fiber \$35,000
- d. Morgan City Fees \$31,124

County Administrator Kate Becker presented four change orders to the J & J Electric contract totaling \$87,745 for additional electrical work at the Fairgrounds, including relocation of the roping arena main service, announcer booth improvements, sound conduit and fiber installation, and Morgan City utility fees. Commissioners discussed project costs, the importance of documenting change orders, and the need for contingency planning on future construction projects. Staff explained that the additional work had been anticipated but had not been fully identified when the original contract was approved.

Commissioner Newton moved to approve the change orders in the amount of \$107,492.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

9. Cindee Mikesell – Discussion/Decision – Morgan County Clerk/Auditor's Office

Discussion and approval of the Election Canvass for the June 2026 Primary. [documents to be provided at the meeting.]

Deputy Clerk/ Auditor Cindee Mikesell presented the official canvass of the June 2026 Primary Election. Staff reported a total voter turnout of 2,296 ballots, representing approximately 38 percent voter participation. Commissioners asked questions regarding election equipment, late-arriving ballots, the ballot curing process, and post-election auditing procedures. The Commission thanked election staff for their work in administering the election.

Commissioner Newton moved to approve the election canvas for the June 2026 Primary Election

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

10. Luke Majewski – Discussion/Decision – Citizen Request: Conditional Use Permit

Discussion and decision on a request for a temporary use permit of the Morgan County Airport for the 2026 Cars and Planes Fundraiser for the Mountain Green Fire Department.

Luke Majewski requested approval for the annual Cars and Planes fundraiser at the Morgan County Airport. He explained that the event would follow a similar format to previous years with adjustments to parking and event layout. Commissioners discussed the event and its continued support of the Mountain Green Fire Department.

Commissioner Newton moved to approve the conditional use permit for the 2026 Cars and Planes Fundraiser at the Morgan County Airport.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

11. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on 3.5 million or 2 million in liability coverage for the Morgan County Airport.

County Administrator Kate Becker presented renewal options for the County's airport liability insurance coverage and recommended maintaining **\$3.5 million** in liability coverage. Commissioners briefly discussed the available coverage options before considering the recommendation.

Commissioner Newton moved to approve the renewal of liability coverage of the amount of 3.5 million dollars

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

12. Hon. Janell Walker – Discussion/Decision – Morgan County Assessor

Discussion and decision on awarding bids to remediate and replace flooring throughout her office.

Assessor Janelle Walker requested authorization to proceed with remediation of asbestos-containing flooring within the Assessor's Office. She explained that remediation would be completed before new flooring is installed and presented estimates received for the asbestos abatement work. Commissioners discussed the project scope, available funding, and the process for obtaining competitive bids for the flooring replacement following remediation.

Commissioner Newton moved to go out for bid to remediate the asbestos flooring in the Assessors office

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

13. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on two change orders to the Administrative Building project.

- a. Remediation and new flooring of the Clerk's existing office.
- b. Built in cabinetry in the election room for ballot and envelope storage.

The Commission discussed asbestos flooring remediation needs in the Clerk's Office and the need for additional built-in cabinetry in the new election room for secure ballot and envelope storage. Staff explained the cabinetry request would help maximize secured storage space before upcoming election operations.

Commissioner Newton moved to approve going out for bid for remediation and flooring work in the existing Clerk's Office and approve the purchase of election room cabinetry using the lowest bid

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

14. Hon. Morgan County Commission – Discussion/Decision – Rifle Range Board Appointments

Discussion and decision on Resolution **CR 26-33** appointing **Kelli Petty** and **Milton Vierow** to the Morgan County Rifle Range Advisory Board.

Kate Becker presented recommended appointments to the Morgan County Rifle Range Advisory Board. Kelly Petty was nominated by Commissioner Newton and Commissioner Fackrell, Milton Viero was recommended by Commissioner Fackrell, and Matt Fairbanks was recommended by Commissioner Blocker. The appointments would bring the advisory board to its full membership of seven members.

Commissioner Newton moved to approve Matt Fairbanks, Kelly Petty, and Milton Vierow to the Morgan County Rifle Range Advisory Board.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

15. Hon. Raelene Blocker – Discussion/Decision – Commissioner Agenda Request

Discussion on tasking staff to draft a county resolution concerning data centers and a data center overlay ordinance.

Commissioner Blocker presented information she gathered from a Utah Association of Counties data summit regarding potential impacts of data centers, including water demands, noise, electricity use, and the importance of having regulations in place before future applications are submitted.

Planning and Zoning Director, Josh Cook, discussed potential options for updating County Code through a text amendment with specific requirements and criteria for data center developments, including restrictions on where such facilities could be located and requirements related to impacts such as water use.

Commissioner Newton moved to direct staff to develop a code amendment to include data centers.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

16. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and decision on Resolution **CR 26-27** affirming the Building Code of Appeals Board of **Jacob Welker, Roger Randall, and Sam Hunt**, pursuant to Morgan County Code § 151.05 (K).

Commissioners discussed the board members qualifications and what the requirements are in the Building Code. The Commission discussed the professional backgrounds of the members, including architectural and contractor experience.

Commissioner Newton moved to approve CR-26-27 affirming the Building Code of Appeals Board

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

17. Kate Becker – Discussion/Decision – Morgan County Administrative Manager

Discussion and approval or denial of code text amendments requested by the Morgan County Planning Commission.

Josh Cook discussed the proposed amendments, including concerns with drafting regulations that remain legally enforceable. He explained that the private resort amendment originated from a Planning Commission discussion regarding a property near East Canyon. Josh Cook also discussed updates to commercial design standards, explaining that the current code does not clearly define well-designed architectural metal and that some materials do not provide desired aesthetic standards. He noted that landscaping standards could also be strengthened, including clearer expectations for maintenance and long-term growth.

Commissioner Newton to approve Planning Department time to work on the Planning Commission-requested code amendments, with the exception of Amendment C at this time.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

**** Per the published agenda, the Commission proceeded to Action Item 21 to conduct the scheduled public hearings. Following completion of the public hearing agenda items, the meeting reconvened at the end of the Consent Agenda to address the remaining agenda items. ****

18. Josh Cook – Discussion/ Decision – County Planning & Zoning

Cottonwood Spring View A PUD Subdivision Phase 7B 5th Amendment: A request to amend the Cottonwood Spring View A PUD Subdivision Phase 7B for the fifth time.

Josh Cook presented a request to amend the Cottonwood Spring View Phase 7B plat to restore two lots to their original configuration after they had previously been combined through an earlier plat amendment. Staff reported the application complies with County requirements and has been reviewed by the County Engineer, Recorder, and Surveyor, with only final administrative review remaining prior to recording.

Commissioner Newton moved to approve Cottonwood Spring View A PUD Subdivision Phase 7B 2nd Amendment

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

19. Josh Cook – Discussion/ Decision – County Planning & Zoning

Wasatch Peaks Ranch (WPR) Oaks Lodge Site Plan: A request to approve the site plan for the WPR Lodge. Kent introduced

Josh Cook presented the Wasatch Peaks Ranch Oaks Lodge Site Plan for a proposed 63,497-square-foot lodge on 4.28 acres and reviewed its compliance with the approved Development Agreement. During the discussion, Commissioners asked questions regarding the height and visibility of the proposed lodge. Ed Schultz explained that although the Development Agreement permits buildings up to 90 feet in height, the proposed lodge would

be significantly shorter, with the lower parking level partially below grade, and would be nestled within the existing trees to minimize its visibility from surrounding areas.

**Commissioner moved to approve the Wasatch Peaks Ranch (WPR) Oaks Lodge Site Plan
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

20. Josh Cook – Discussion/ Decision – County Planning & Zoning
PEAKS 1st Plat Amendment: A request for approval of plat amendment #1 for the PEAKS.

Josh Cook presented the PEAKS First Plat Amendment and explained the requested revisions to the recorded subdivision plat. Staff reported the application had been reviewed by the appropriate County departments and complies with all applicable County requirements. After a brief discussion and finding no outstanding concerns, the Commission supported approval of the amendment.

Commissioner Newton moved to approve the PEAKS First plat amendment
Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

21. Josh Cook – Discussion/ Decision – County Planning & Zoning
Peterson Pipeline CUP Well #2: A request for approval of a Conditional Use Permit for “Public facilities or public service facilities.”

Because the understanding is that this is only done during emergencies, the county _ was not worried about it

Commissioner Newton moved to approve CUP 010
Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

At 6pm the agenda order shall be interrupted to hold the following Public Hearings:

22. Hon. Morgan & Summit County Governing Bodies – Discussion/ **Public Hearing /Decision – Joint**
Resolutions on County Boundary Adjustments

Discussion and possible decision on boundary adjustments to the Morgan / Summit County Line. The purpose of this action is to adjust the common boundary, pursuant to Utah Code 17-61-306, a sufficient distance to reach to, and correspond with, the closest existing property boundary of record.

Greg Walbach Surveyor from Summit County: Move four miles. This affects several land owners. These are questions of why, majority of people get it. This will follow the ridge line to the nearest parcel. This is

the 910 ranch and a development, the next was the stage plat E it was approved by morgan county, these lots were moved away from each other when they maybe shouldn't have. Where a land owner wanted to put his house put it in two counties. Pine meadow ranch: Continuance of the previous line. The owners broke them up for stake planning. That is why it goes up and around this is being moved to the existing taxable lines. In 2025 these were on a historic line along plats. Are these planted lots? Plat E was approved in morgan county, there is a private road that goes up the ridge line. They are responsible for their own snow removal

**Commissioner Newton moved to leave the meeting and to enter Public hearing
Seconded by Commissioner Fackrell**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Comments:

Michael Fisher (Stagecoach Estates) stated that several property owners remain involved in litigation regarding county boundaries and questioned why some property owners were given the opportunity to eliminate split lots while others were not. He expressed concern that the proposal treated landowners differently and asked how the boundary adjustment related to previous State decisions.

Lisa Knight questioned the location and dimensions of easements affected by the proposed boundary adjustments. Her partner, a property owner within Plat E, also requested clarification regarding the easements and stated they had been unable to determine the specific measurements from the information provided.

Kent Holliday explained that two adjacent lots owned by different individuals appeared to be affected by the proposal and questioned how separate parcels could be addressed through the boundary adjustment. He noted that the properties are currently involved in litigation with Stagecoach Estates.

Carol Stephen, representing the Pioneer Homeowners Association, expressed appreciation for the cooperation between Morgan and Summit Counties in addressing the longstanding boundary issues. She explained that the proposal affects multiple plats within the subdivision and requested that, once the boundary adjustments are finalized, previous tax assessments be corrected and affected property owners not be penalized during the transition.

Matt Meyer, owner of Plat G, Lot 9, explained that the current county boundary divides his property, preventing him from constructing a residence. He expressed support for the proposed adjustment because it would allow full use of the property.

Joseph Pentz questioned why the county boundary could not simply follow the existing roadway rather than the proposed alignment.

**Commissioner Newton moved to Leave Public hearing and rejoin the normal meeting
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Following the public hearing, Commissioners discussed the concerns raised regarding easements, taxation, and parcels that property owners wished to remain split. Greg Walbach explained that the proposed boundary adjustment would not alter existing easement rights and that private roads would remain unchanged because they are privately owned. Shawn Rose thanked both counties, staff, and the property owners for the collaborative effort to resolve a longstanding issue and noted the proposal represented significant progress. Commissioners also discussed the tax concerns raised by Carol Stephen and acknowledged that any adjustments to tax assessments would occur after the boundary changes were finalized. Staff clarified that the proposed boundary adjustments would have little, if any, effect on existing easements and would primarily align the county boundary with existing property lines.
thha

Commissioner Newton moved to MC CR-01-JR, CR-02-JR, CR-03-JR a joint resolution between morgan and Summit County

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Summit County:

Council Member Roger Armstrong moved to approve Resolution No. 2026-15, a joint resolution of the Summit County Council and Morgan County Commission adjusting portions of the common boundary involving Preserve Phase III Subdivision

Seconded by Tonya Hanson

Council Member Roger Armstrong moved to approve Resolution No. 2026-16, a joint resolution adjusting portions of the common boundary involving Stagecoach Estates Subdivision Plats A, B, D, and E.

Seconded by Council Member Tonya Hanson

Council Member Roger Armstrong moved to approve Resolution No. 2026-17, a joint resolution adjusting portions of the common boundary involving Pine Meadow Ranch Subdivision Plats D and G.

Seconded by Council Member Tonja Hanson

Following action by both governing bodies, the joint public hearing was adjourned.

23. Josh Cook – Discussion/ [Public Hearing](#) /Decision – County Planning & Zoning

Residential Sprinkler Requirements Code Text Amendment: A request to approve Ordinance **CO 26-13** amending Morgan County Code Section 152.05 addressing when and where residential sprinklers are and are not required.

Fire Chief Brad Wilkes presented the proposed Residential Sprinkler Requirements Code Text Amendment and reviewed the proposed revisions to Morgan County Code Section 152.05. He explained that the amendment was intended to clarify when residential fire sprinkler systems are required under State Code and within designated Wildland Urban Interface (WUI) areas. Commissioners discussed the application of the ordinance to homes exceeding 10,000 square feet, the distinction between State and County requirements, mapping of WUI areas, and concerns regarding homeowners disabling sprinkler systems after installation. Brad explained that the amendment was intended to provide additional clarity while remaining consistent with State requirements and existing fire safety standards.

Commissioner Newton moved to enter Public hearing

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Comments:

No public comments were offered.

Commissioner Newton moved to Leave Public Hearing

Seconded by Commissioner

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Commissioner Newton moved to approve Ordinance CO 26-13 amending Morgan County Code Section 152.05 regarding Residential Sprinkler Requirements.

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

24. Josh Cook – Discussion/ Public Hearing /Decision – County Planning & Zoning

Personal Power Generation Code Text Amendment: A request to approve Ordinance **CO 26-14** amending Morgan County Code Sections 155.008 and 155.082 regarding Personal Power Generation definition and use regulations.

Josh Cook presented the proposed Personal Power Generation Code Text Amendment and reviewed amendments to the definition and use regulations for personal power generation systems. Commissioners discussed the proposed language, including whether additional wording was necessary, how the ordinance would apply to generators and other power generation equipment, and the proposed noise standard. They also discussed how compliance would be measured and enforced, noting that complaints would be evaluated at the property line. Staff explained that the amendment was intended to clarify the ordinance while establishing reasonable standards applicable throughout the county.

Commissioner Newton moved to Leaving public meeting and enter Public Hearing

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Public Comments:

Tina Kelly (Mountain Green) expressed concern that the proposed ordinance could unintentionally penalize homeowners who rely on generators during power outages, particularly individuals who require medical equipment. She noted that Rocky Mountain Power outages make backup generators necessary for some residents and encouraged the Commission to ensure the ordinance accommodates emergency and medical needs.

Commissioner moved to leave Public Hearing.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Following the public hearing, Commissioners discussed Tina Kelly's concerns and clarified that the proposed amendment was not intended to be punitive but rather to establish reasonable standards for the operation of personal generators while allowing residents to use them when needed. Commissioners also discussed the proposed 70-decibel noise standard and agreed that enforcement would be complaint-driven based on noise measured at the property line. To provide additional clarity, the Commission agreed to add the sentence, "This applies to all property in all zones," to the ordinance before taking final action.

Commissioner Newton moved to approve Ordinance CO 26-14 amending Morgan County Code Sections 155.008 and 155.082 regarding Personal Power Generation, with the addition of the sentence, "This applies to all property in all zones."

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

25. Josh Cook – Discussion/ [Public Hearing](#) /Decision – County Planning & Zoning

Cottonwoods Development Agreement Amendment: A request to approve Ordinance **CO 26-02**. A request to approve an amendment to the Cottonwoods Development Agreement and the Cottonwoods PUD Overlay District amending terms, subject property, and entitlements.

NOTE: [This item is being postponed to July 21, 2026, for public hearing at the request of the applicant.](#)

This was noticed for Public Hearing for the February 17th, 2026 Commission meeting and at that meeting was continued to a-date-certain being May 19th, 2026. At the May 19th, 2026 it was continued to a-date-certain being July 7th.

Commissioner Newton moved to continue the Cottonwoods Development Agreement Amendment to the August 4, 2026, County Commission meeting.

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Updates from Kate: Kate Becker (CAM) provided an update on planned pedestrian safety improvements at the crosswalks near the schools. She explained that the existing crosswalk striping will remain while a lighted pedestrian crossing system will be installed on the east-west crossing, allowing traffic to stop through an activated flashing beacon. Following a traffic study, crossing guards will receive an additional five seconds to safely cross pedestrians. The City will assist with utility connections, and Public Works will repaint the red curb areas as part of the project. Kate noted the project could take up to one year to complete, depending on approvals. She also reported that the existing 20-mph school zone is expected to be removed because the new pedestrian-activated crossing will provide traffic control. Additionally, the second crosswalk will receive a solar-powered flashing beacon, which is anticipated to be installed by November. Although the roadway angle will not be modified, additional skid-resistant treatment will be installed to improve pedestrian safety.

(G) Commissioner Comments:

Commissioner Blocker shared that a resident requested additional benches within the community. She directed the resident to the Recreation Board for consideration and noted that additional seating would continue to be evaluated as park improvements move forward.

Commissioner Newton thanked everyone who participated in the Fourth of July celebrations and commended the volunteers and staff for another successful event. He also expressed concern about the temporary rock surface left after excavation near the fairgrounds, noting that it is not ADA accessible and could present a safety concern during the upcoming County Fair.

Commissioner Newton moved to authorize an expenditure of up to \$50,000 to complete the Fairgrounds cement project.

Commissioner Fackrell seconded the motion.

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Absent
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

Commissioner Fackrell complimented the Morgan County Arts Council on another successful performance and thanked the volunteers and organizers who helped make the event a success. He also noted that Congressman Blake Moore attended the Fourth of July celebration with his son and participated in the Cardboard Regatta, expressing appreciation for Congressman Moore taking the time to visit Morgan County and engage with members of the community. Commissioner Fackrell then requested an update regarding the status of the County's audit. Kate Becker reminded the Commission that if additional information is needed on agenda items or other County matters, Commissioners should notify staff in advance so the appropriate personnel can be present and prepared to answer questions during the meeting. Chloe Adams explained that the County's financial audit is coordinated through County Auditor/Clerk Lesley Hyde, who serves as the primary liaison with the independent auditors. She advised that questions regarding the audit process, timeline, or findings should be directed to Auditor Hyde so accurate and complete information can be provided. Commissioner Fackrell thanked staff for the clarification.

Commission Chair Wilson shared that a resident had contacted him regarding large builder signs that remain in front of homes after construction has been completed and questioned whether the signs comply with the County's sign ordinance. Kate Becker and Janet Christoffersen explained that the County's sign code addresses

temporary signage and includes time limits for builder advertising signs following completion of construction. Janet also noted that while the temporary sign provisions were updated in 2024, the County's sign ordinance would benefit from a comprehensive revision. Chair Wilson requested the applicable sign code information so he could respond to the resident's inquiry.

**Commissioner Fackrell moved to enter a closed session for the acquisition of real property
Commissioner Newton seconded.**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed

**Commissioner Fackrell moved to leave closed session at 8:10 PM
Commissioner Seconded by Commissioner Newton**

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Absent

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed

APPROVED: _____ DATE: _____
Morgan County Commission Chair

ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Kate Becker at 435-800-8724 at least 24 hours prior to this meeting. This meeting is streamed live.

If you want to participate virtually in any public comment listed on this agenda, you need to contact at least 48 hours before the scheduled meeting.



48 W Young St - 886
Morgan, UT 84050

Morgan County
Planning & Development
Services

NOTICE

Morgan County Commissioner Matthew Wilson is seeking applicants to fill the vacated Stoddard & Milton seat on the Morgan County Planning Commission.

If no suitable applications are received the positions may be filled by the County Commission at their discretion.

Interested individuals may obtain an application at www.morgancountyutah.gov or may reach out directly to Commissioner Wilson at mwilson@morgancountyutah.gov (801) 725-4457

Seat to be recommended for appointment on July 21st, 2026. All interested persons should contact Commissioner Wilson no later than Monday July 13th by 5pm MST.



Limit of 3 Minutes

- *Please do not repeat previously stated comments**
- *The Commission cannot respond –
This is not a Q & A**
- *Please Be Respectful**

Thank you for being here!



Morgan County Commission Meeting

July 2026



WEBER BASIN WATER
CONSERVANCY DISTRICT

Service Area



Service Area

- 5 Counties
- 2,800 Square Miles
- 700,000 Residents



Service Area

- 7 Dams
- 3 Power Plants
- 4 WTPs
- 500+ miles of Pipeline



Services Provided

- 5 types of water
 - Agricultural
 - Municipal
 - Industrial
 - Secondary
 - Replacement Water
- Flood Control
- Recreation
- Watershed Protection

Replacement Water





Replacement Water

- No access to municipal or community water system
- No new appropriations of water within District boundaries
- Replacement water offers a solution through well development
- District storage rights released into river to “replace” groundwater utilized through a well



Residents seeking replacement water must first sign a contract with the District followed by obtaining an approved exchange application from the State Engineer Before permitted to drill a well.

Replacement Water

2026 Initial Cost

Account No. _____

Replacement Contract/4

**PETITION TO WEBER BASIN WATER CONSERVANCY DISTRICT
FOR THE ALLOTMENT OF WATER**

IRMA CONSERVE (herein "Petitioner") hereby applies to the Weber Basin Water Conservancy District (herein "District") for the allotment of the beneficial use of 0.65 acre-foot of untreated replacement water annually, primarily for domestic purposes, with limited irrigation use, as outlined below, on land situated in Weber County, Utah, legally described as follows:

Section 17, Township 7N, Range 1E, Acres 4.54

Parcel. No.(s): 22-182-0007

Description of Lands:

ALL OF LOT 11, VALLEY ESTATES PHASE 2 SUBDIVISION, WEBERCOUNTY, UTAH.

1. APPROVAL BY DISTRICT. In the event that the District grants this petition by executing the Order on Petition, attached hereto, this instrument shall be a contract between the Petitioner and the District (sometimes referred to herein as the "Contract"), which Contract shall be effective on the date upon which the District enters the Order on Petition.

2. OBLIGATION TO PAY. In consideration of such allotment and upon condition that this Petition is granted by the District, Petitioner agrees:

(a) To pay for the right to use the allotted water an amount annually, which amount initially shall be \$374.00. A portion of the above payment amount is to be applied to the extent required on the District's obligations under bonds or other government-District contracts or capital expenditures, and is to be fixed from time to time by the District's Board of Trustees. The remainder of the above payment amount is to apply to the District's general operation, maintenance, and repair and replacement expenses, and other special expenses and costs incurred in operating, maintaining, repairing and replacing the separate facilities of the District used or required in servicing this Contract, hereinafter referred to as "OM&R". Such fair OM&R amounts shall be estimated each year by the Board of Trustees of the District, and any such determination shall be final and conclusive and binding on all parties. If such estimate is more than the actual cost thereof, an appropriate adjustment will be made in the annual OM&R amount for the year following the year for which the estimate was made

Also include \$10,604.00 payment for:

- **\$9,750.00 for one-time impact fee**
- **\$374.00 for 2026 water charges**
- **\$480.00 meter connection/inspection**

Exchange Application

UTAH

An official website

UTAH DNR

Division of Water Rights

Exchange Application

☐ 1. Contract Info

☐ 2. Applicant Information

☐ 3. Points of Diversion

☐ 4. Nature Of Use

☐ 5. Place Of Use

☐ 6. Explanatory

☐ 7. Print Documents and Final Instructions

Exchange Application (Weber Basin Water)

This online wizard is designed to help complete an exchange application transferring water from Weber Basin Water Conservancy District. Before using this wizard, you need to have entered into a contract with [Weber Basin Water](#) as part of their [Replacement Water Program](#).

To continue, please enter your Weber Basin contract number.

Contract Number:

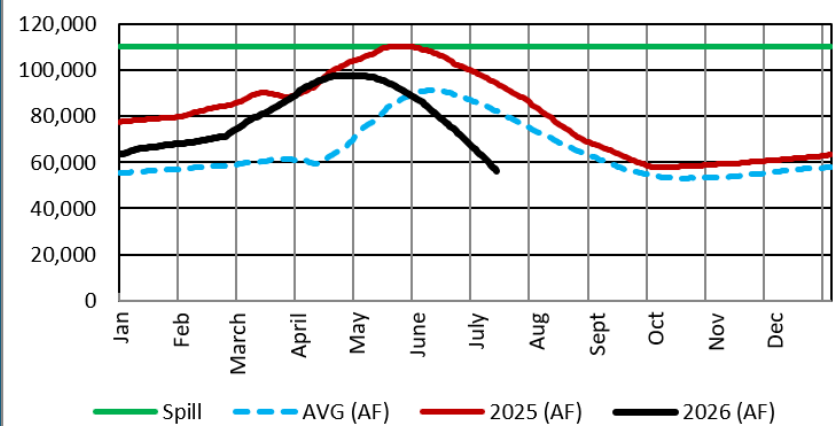
Water Supply Outlook



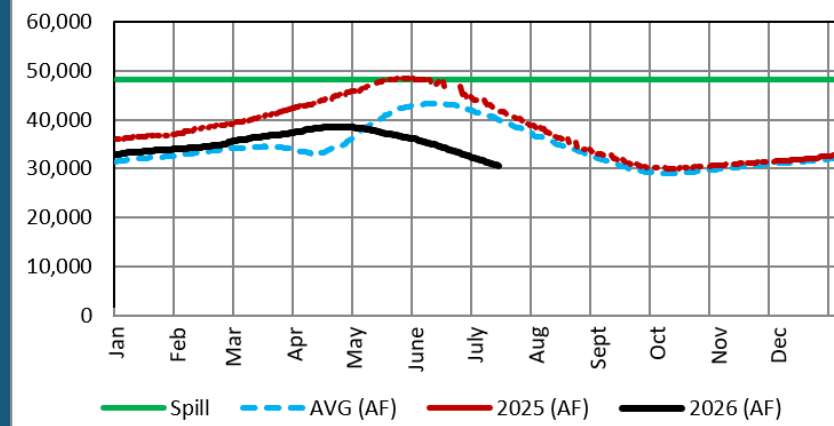
WHERE WE STAND: THE WEBER DRAINAGE TODAY

RESERVOIRS, SNOWPACK & THE SYSTEM WE DEPEND ON

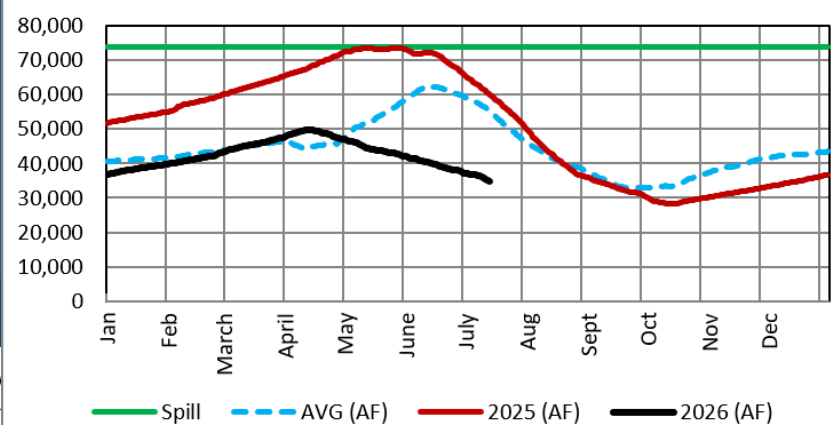
PINEVIEW (2026)



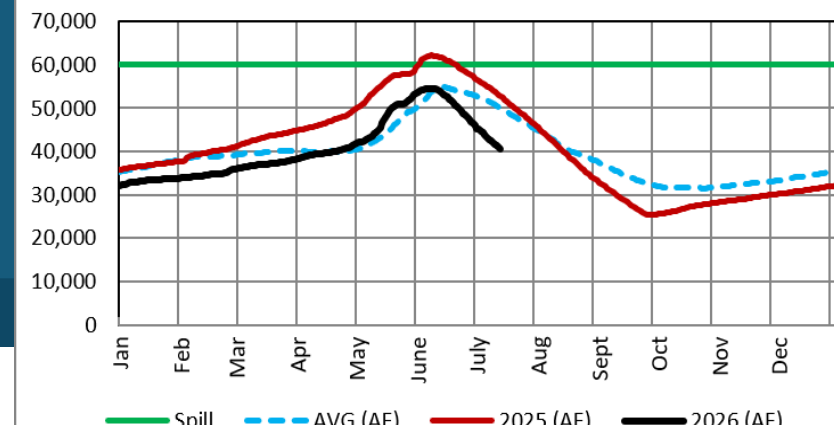
EAST CANYON (2026)



ECHO (2026)

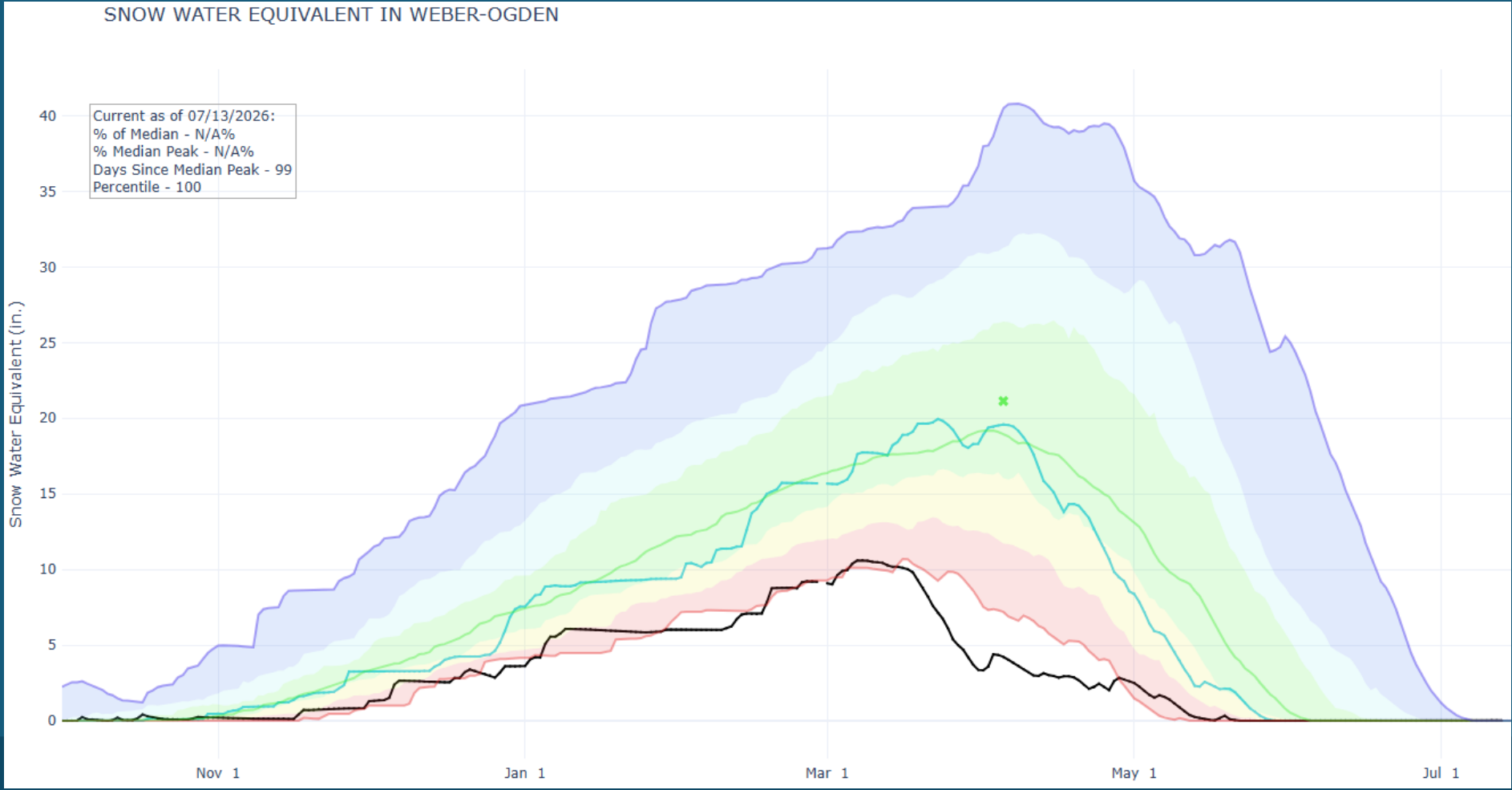


WANSHIP/ROCKPORT (2026)



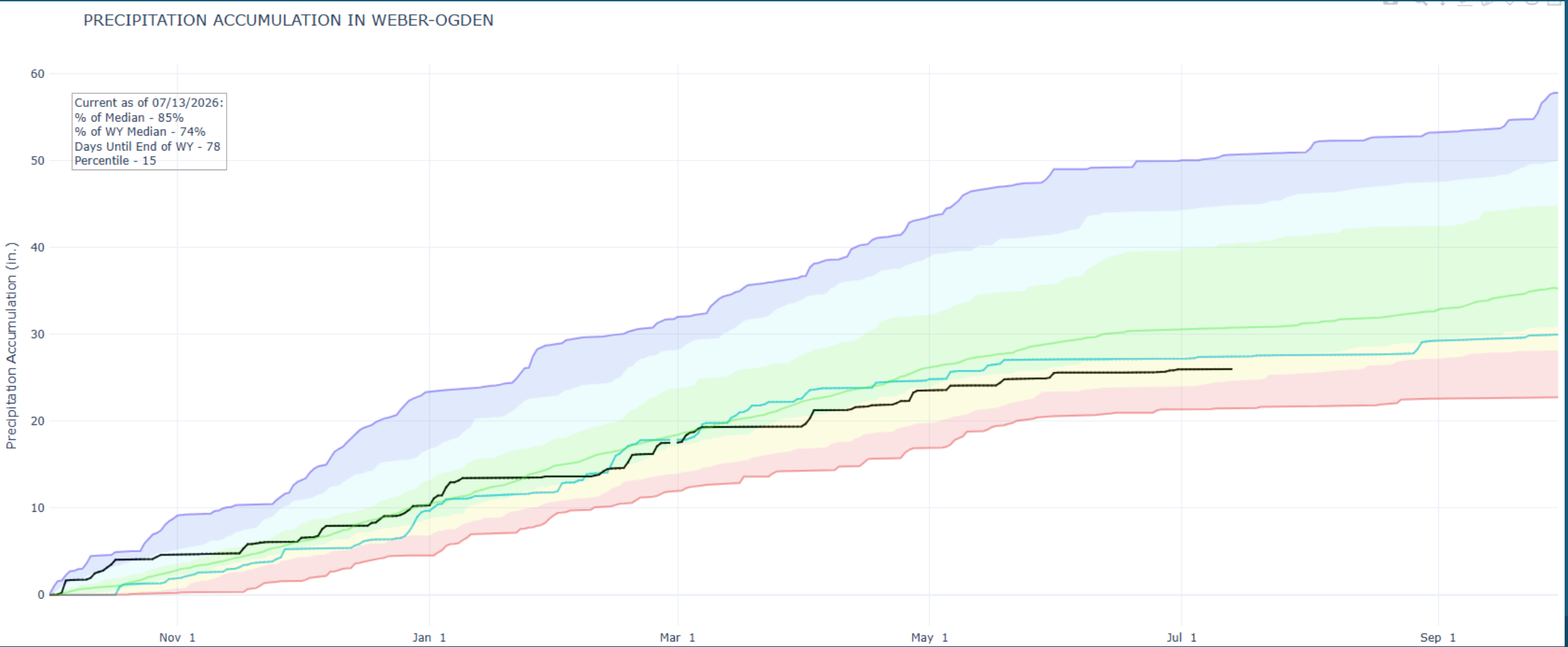
WHERE WE STAND: THE WEBER DRAINAGE TODAY

RESERVOIRS, SNOWPACK & THE SYSTEM WE DEPEND ON

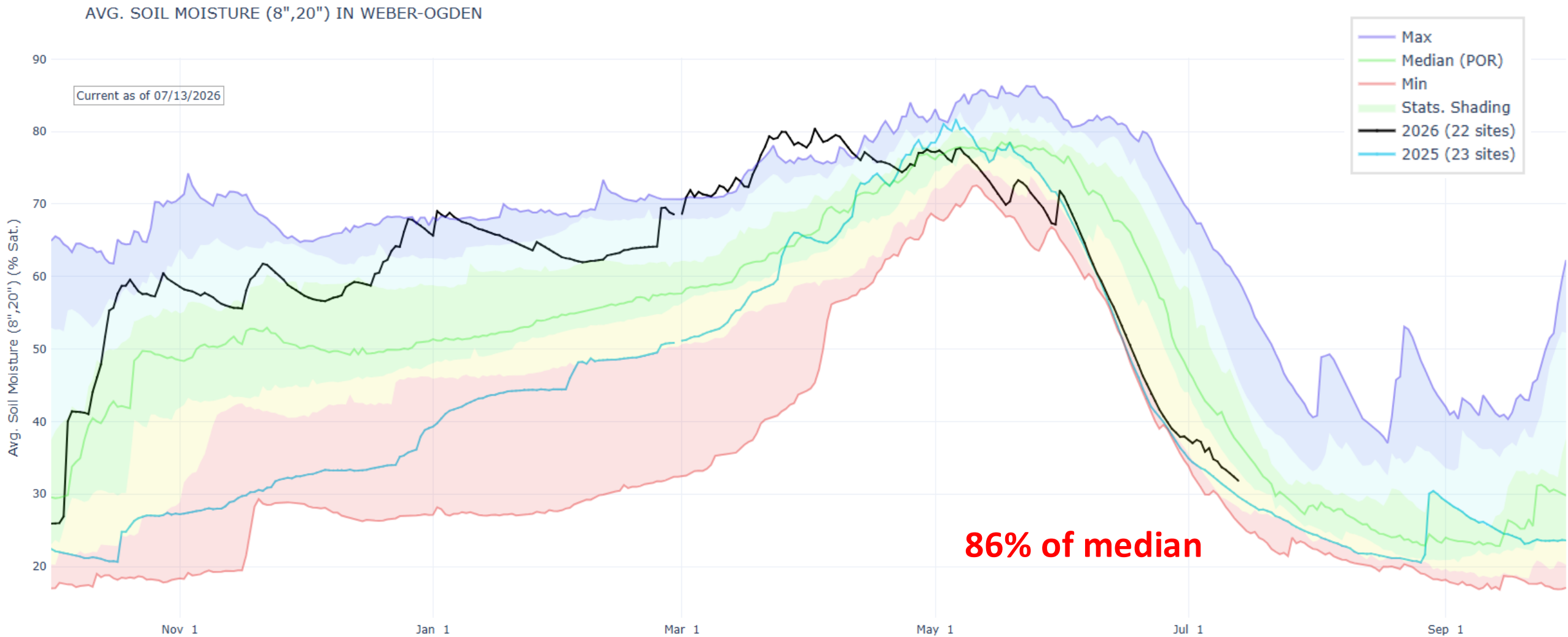


WHERE WE STAND: THE WEBER DRAINAGE TODAY

RESERVOIRS, SNOWPACK & THE SYSTEM WE DEPEND ON



SOIL MOISTURE



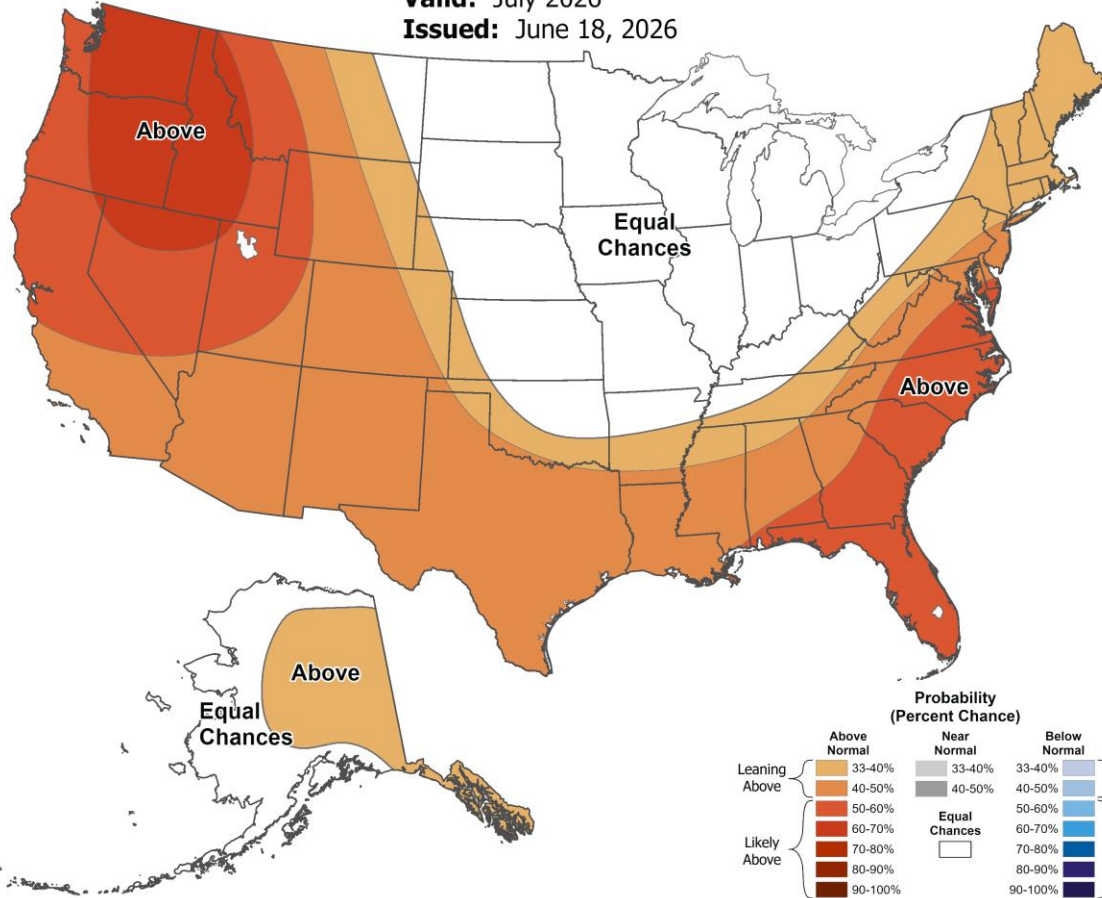
WEATHER FORECASTS



Monthly Temperature Outlook

Valid: July 2026

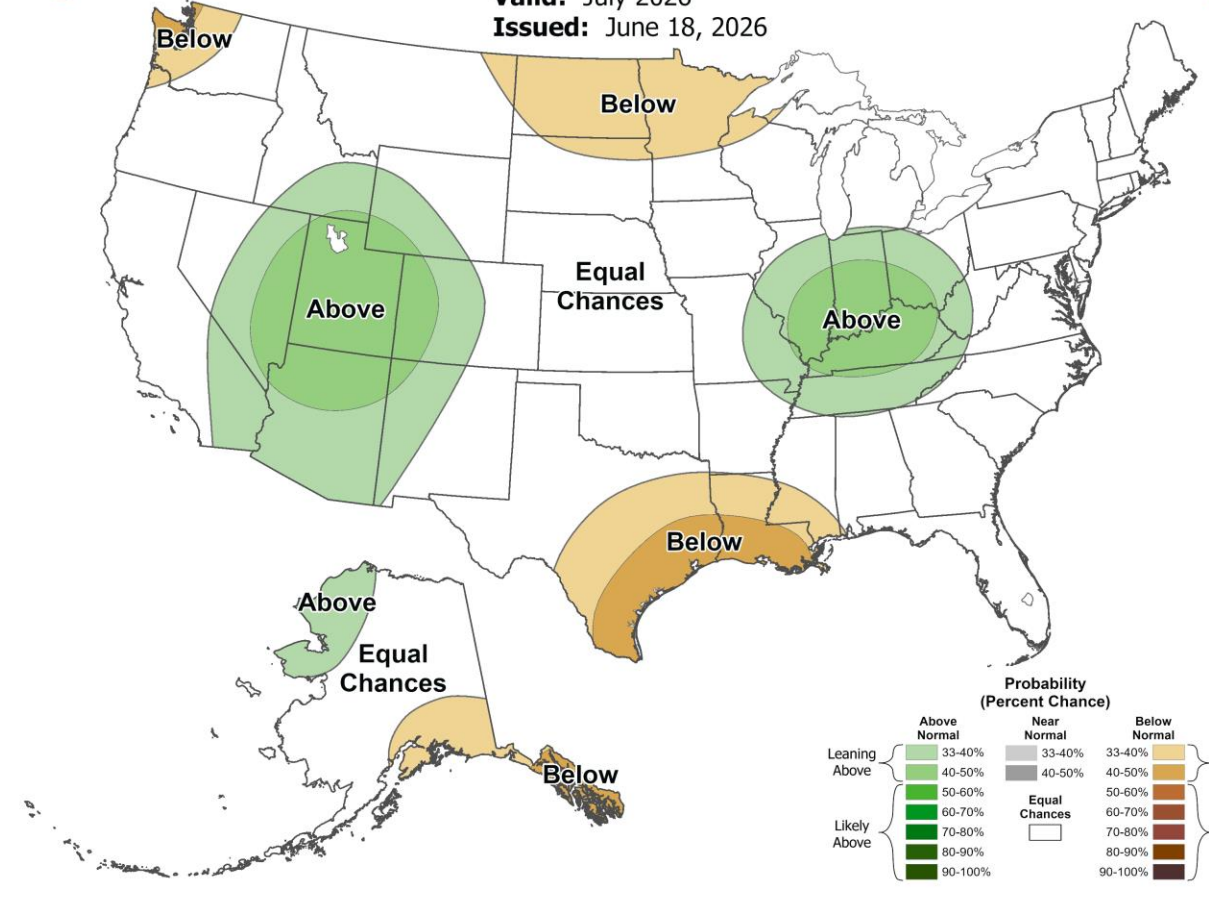
Issued: June 18, 2026



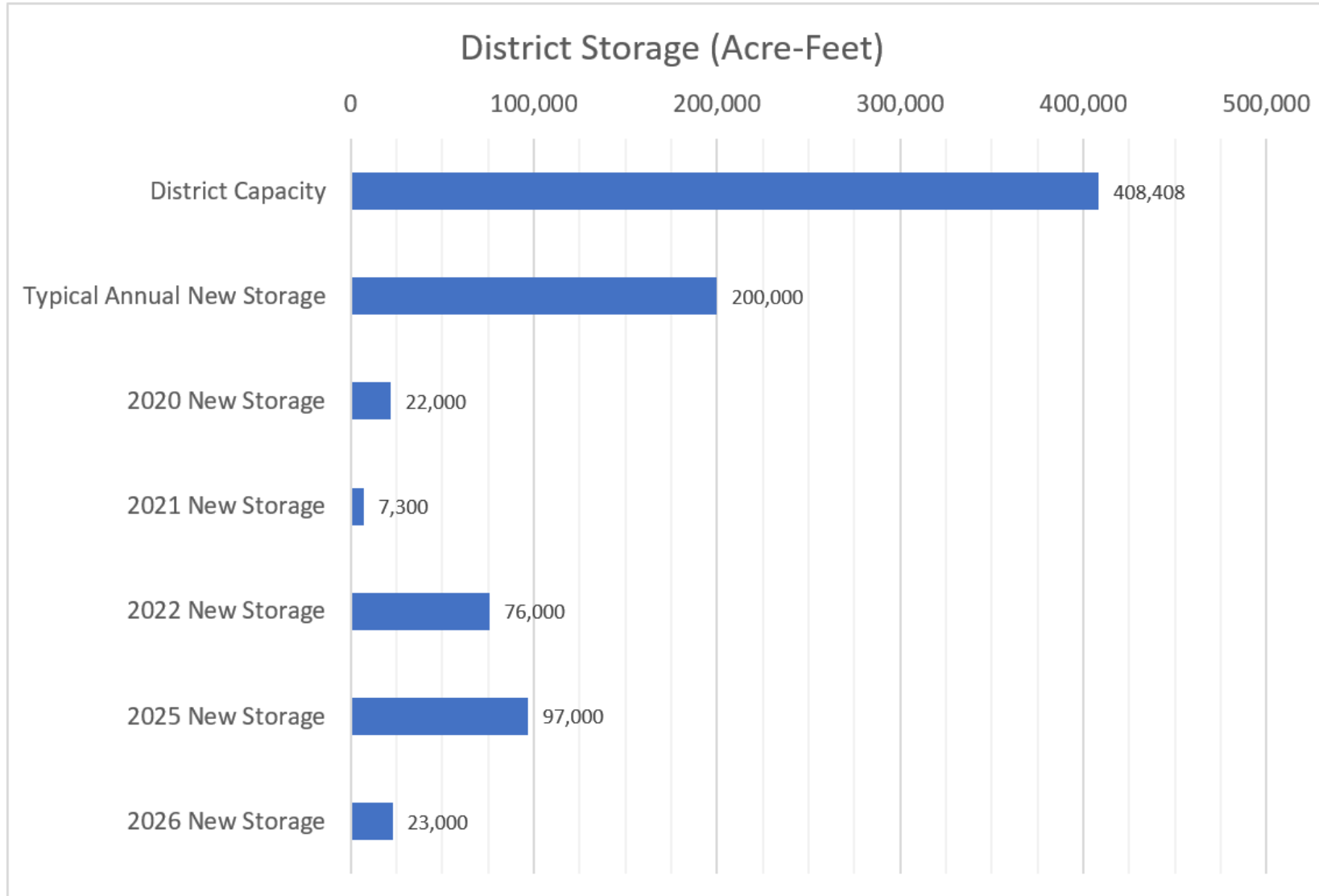
Monthly Precipitation Outlook

Valid: July 2026

Issued: June 18, 2026



District storage volumes



Drought Level Triggers

	<u>Current</u>	<u>June 1st</u> (Projected)
Total Storage (2026):	299,179 AF	350,000
Upper Basin Storage: (2026)	202,887 AF	240,000

Drought Levels		Drought Level Triggers	
Response Level	Water Shortage Description	Projected June 1st Total Basin Storage (AF)	Projected June 1st Total Upstream Basin Storage (AF)
1	Normal	Greater than 380,000	Greater than 245,000
2	Advisory	Greater than 380,000	Greater than 245,000
2	Moderate	380,000 to 360,000	245,000 to 225,000
4	Severe	360,000 to 340,000	225,000 to 200,000
5	Extreme	340,000 to 280,000	200,000 to 160,000
6	Exceptional	Less than 280,000	Less than 160,000

Demand reduction targets

Response Level	Water Shortage Description	Secondary Water	Agricultural Irrigation	M&I Culinary Outdoor Water	M&I Culinary Indoor Water	Total Year 2020 Demand Reduction (AF)
1	Normal	0%	0%	0%	0%	0
2	Advisory	10%	0%	10%	0%	15,000
3	Moderate	20%	20%	20%	5%	47,000
4	Severe	40%	30%	40%	10%	87,000
5	Extreme	60%	40%	60%	10%	123,000
6	Exceptional	95%	70%	95%	25%	206,000

recommendation

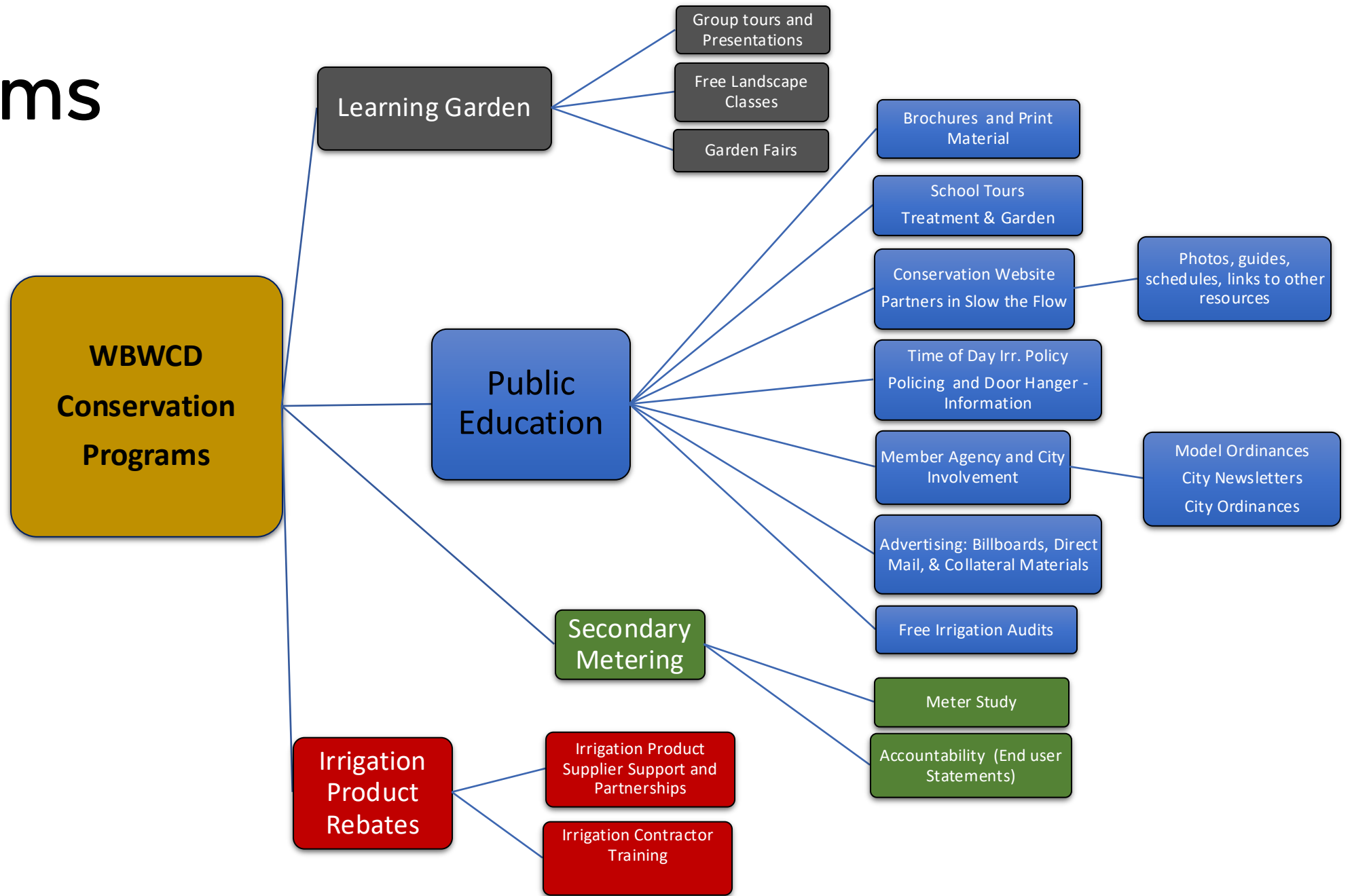
Recommendation to our Board will be to Approve the following Drought Restrictions:

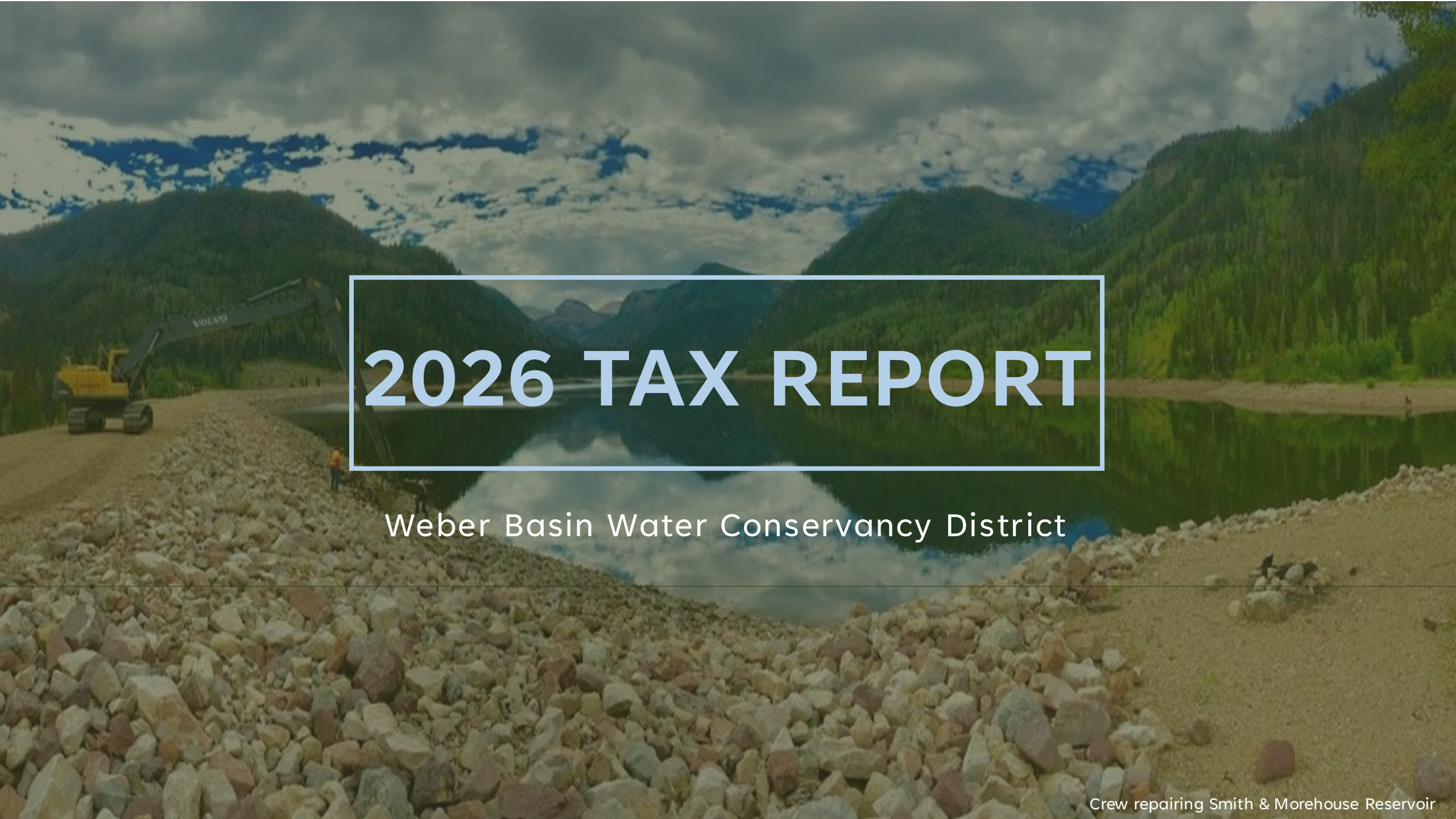
	<u>2026</u>
Secondary Water:	20%
Agricultural Irrigation:	20%
M&I Culinary Water Outdoor Irrigation:	20%
M&I Culinary Indoor Water:	0%

May 1 Load system but no watering until May 15th

Oct. 1 Shut system down

Programs



The background image shows a large-scale construction project at a reservoir. In the foreground, a wide expanse of light-colored, angular rocks is being used to build up the shoreline. A yellow Volvo excavator is positioned on a dirt path to the left, with its arm extended towards the water. The water is calm, reflecting the sky and the surrounding green, forested mountains. The sky is filled with large, white clouds. The overall scene depicts a significant engineering effort in a natural setting.

2026 TAX REPORT

Weber Basin Water Conservancy District



REPORT PURPOSE

The District intends to levy a property tax rate for FY2027 that exceeds the certified rate.*

***Certified tax rate** is the rate that would collect the same amount of revenue as had been collected in the past year.



Paddleboarders enjoying Causey Reservoir

WHY PROPERTY TAXES ARE COLLECTED

VOTE OF THE PEOPLE

In 1952 and 1961, voters of the area approved the federal Weber Basin Project to be built and obligated property taxes to repay and maintain the Project.

BOND RATING

District secures debt at lower interest rates due to taxing authority. District has a AAA/AA+ bond rating.

FINANCIAL STABILITY

Property taxes are the most stable source of income for a governmental entity.

PUBLIC GOOD

Beyond supplying water to 120+ water companies and cities, the District provides regional enhancements that benefit the whole community.

PUBLIC GOOD

(BENEFITING ALL PUBLIC WHETHER USING WATER OR NOT)



ENVIRONMENTAL

87,000+ AF released annually for environmental & fish flows. (Great Salt Lake)

Required by federal contract

Approx. Annual value today: \$42Million



FLOOD CONTROL

Millions of dollars of property damage mitigated through reservoir operations.



RECREATION

State/federal parks and facilities on every reservoir.

Robust recreational industry sustained.



CONSERVATION PROGRAMS

Education, incentives, & research for all residents.

PUBLIC GOOD

(BENEFITING ALL PUBLIC WHETHER USING WATER OR NOT)



DISASTER MITIGATION

Annual contributions for **wildfire** mitigation on public lands.

Seismic stabilization of lifeline facilities. (treatment plant, storage reservoirs, pipelines, etc.)



FISH PROTECTION

Fish passages and habitat protection.

Blue ribbon fisheries.

Endangered species mitigation.



DROUGHT MITIGATION

Formal planning and preparation with and for entities in our area.

Drought Response Plan.



WATERSHED PROTECTION

Weekly water quality monitoring and analyzing of watershed, reservoirs & rivers.

Coordination with universities, watershed management councils, researchers, etc.

AD VALOREM TAX RATE

0.000200

Statutory Rate (Max allowable rate, per state code) **

0.000187

2026 Certified Rate

0.000200

Proposed 2026 Rate

**All Water Conservancy Districts in the state receive income from ad valorem taxes, WBWCD has the lowest statutory rate

Causey Reservoir 2021 level





REASONS FOR INCREASE

CHANGE IN FINANCIAL CLIMATE

Bond interest rates are increasing.

Historical inflation rates.

EYE ON THE FUTURE

50-year planning horizon. Constantly looking ahead and pivoting possible shortfalls.

Increase in repair & replacement requirements as original infrastructure reaches its end of life.

Change in services. Bigger push on regional districts to provide for regional issues: conservation, Great Salt Lake, innovate water supply solutions.

WHAT PROPERTY TAX FUNDS SUPPORT

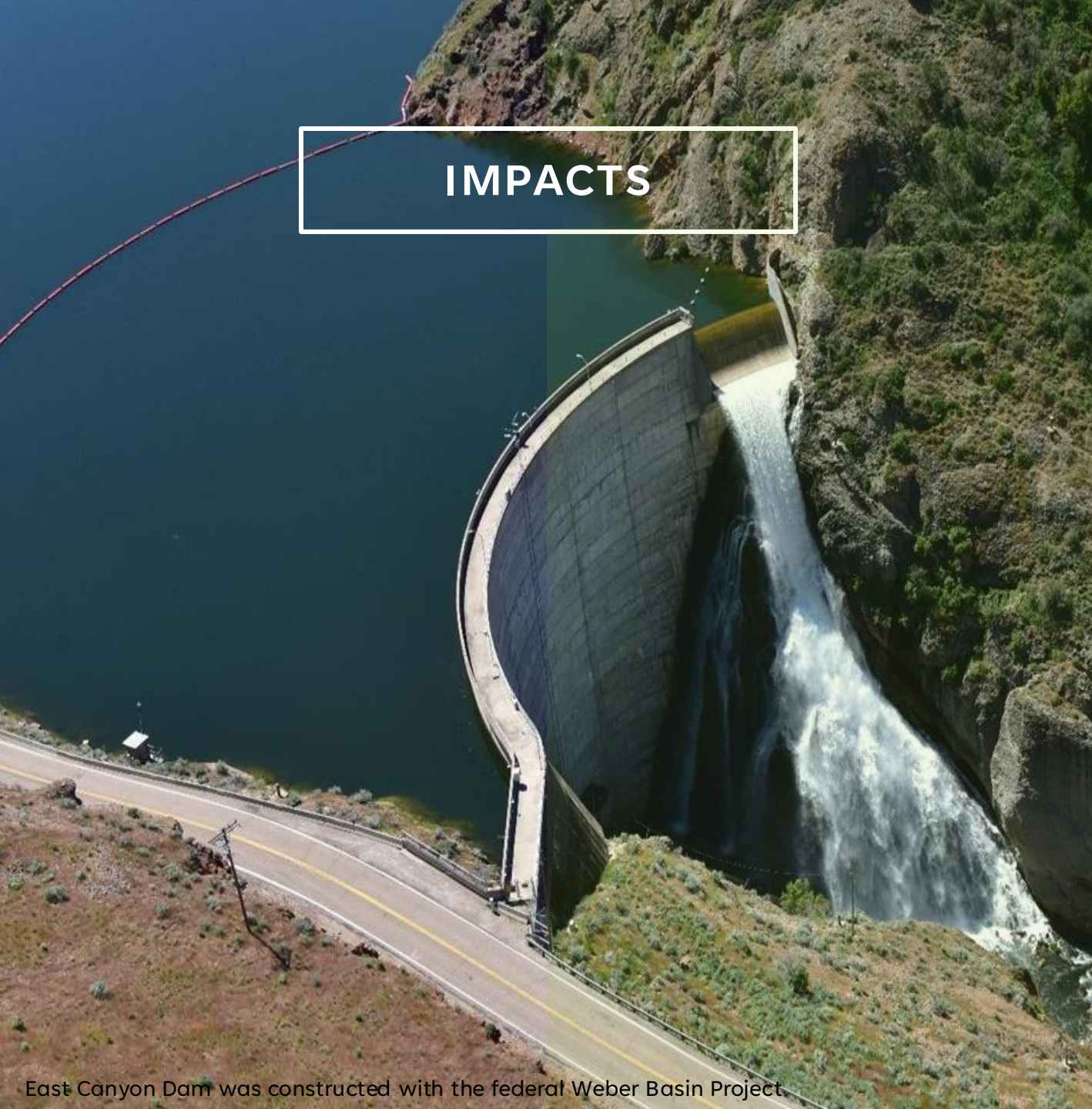
19.5%

Percent of FY2027 Budget
that is funded by
property taxes

FY2027 Projection:
\$27,675,737

- \$6.1 Million Disaster mitigation
- \$7.6 Million Repair & replacement of original federal project facilities
- \$3 Million Portion of operation & maintenance of federal project
- \$3.5 Million Regional conservation programs
- \$0.9 Million Repayment of federal project debt
- \$6.7 Million Water supply and watershed protection programs





IMPACTS

INCREASE TO TAX RATE

Increase will be 6.95%.

Certified tax rate is .000187

Proposed tax rate is .000200

EFFECT TO AVERAGE MORGAN COUNTY HOUSEHOLD

A \$786,000 primary residence would see an increase of \$5.62, from \$80.84 to \$86.46 annually.

INCREASE TO BUDGET

The District is budgeting an additional \$1.74 million from ad valorem taxes.

SUMMARY OF 2026 TAX INCREASE BY COUNTY



A \$570,000 residence
would increase from
\$58.62 to \$62.70

\$4.08 per year



A \$619,000 residence
would increase from
\$63.66 to \$68.09

\$4.43 per year



A \$786,000 residence
would increase from
\$80.84 to \$86.46

\$5.62 per year



A \$1,895,000 residence
would increase from
\$194.90 to \$208.45

\$13.55 per year



A \$533,000 residence
would increase from
\$54.82 to \$58.63

\$3.81 per year

PROPERTY TAX IMPACT SCHEDULE



Property Tax Impact Schedule

Weber Basin Water Conservancy District is considering an increase to its property tax rate from 0.000187 to 0.0002. This would generate an estimated \$26,750,737 in ad valorem tax revenue.

Summary of Proposed Property Tax Increase

2026 Certified Tax Rate	0.000187
Proposed 2026 Tax Rate	0.000200
Approximate Additional Ad Valorem Tax Revenue Generated	\$1,738,797
Approximate Percentage Increase in Property Tax Revenue	6.95%
Approximate Increase in Total Property Taxes on an Average Residence and an Average Commercial Property ¹	
Box Elder County	0.163%
Davis County	0.155%
Morgan County	0.150%
Summit County	0.298%
Weber County	0.169%

Department Budget and Operational Impact of Tax Increase

<u>Department</u>	<u>Portion of Tax Increase in Budget</u>	<u>Impact Notes</u>
Conservation	\$1,000,000	Helps reduce water use by expanding water conservation rebate programs in five counties for communities that are ineligible for State grants
Water Supply & Power	\$738,797	Supports rehabilitation of aging infrastructure within the federal Project to maintain reliability and operation for regional benefit (e.g. flood control, environmental flows)

¹Represents the approximate percentage increase in the average total property tax bill, including all taxing entities. Residential and commercial properties pay the same levy rate but differ in taxable assessed values.

THANK YOU

Weber Basin Water Conservancy District

801-771-1677

PublicComment@weberbasin.gov

www.weberbasin.gov





County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 07/21/2026 Time Requested: _____
Name: Trenton Willson Phone: (385) 535-0371
Address: USU BTEC Building #311 Logan Utah 84321
Email: trenton.willson@usu.edu Fax: _____
Associated County Department: USU Extension Morgan County

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

I am the new representative for our program in Morgan County and would like to introduce myself as well as share information about the USU Extension Rural Online Initiative and things we can do to help your county with workforce development and economic development. I will also be discussing some of the grants from GOED that may be applicable to communities in your county and how they could apply to our program and how we can support municipalities in the application process.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

☐
☐
☐
☒



Center for Rural Economic Development & Emerging Technologies
UtahStateUniversity

**Annual
Program Report
2025**



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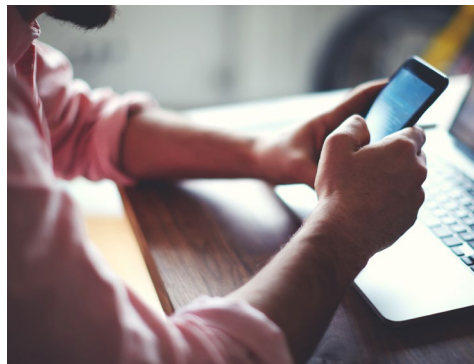
Michael Wernert

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CREDIT Staff



Center for Rural Economic Development & Emerging Technologies
UtahStateUniversity

DIRECTOR'S LETTER

Dear Stakeholder,

January 30, 2026

This year marks a milestone in Utah State University (USU) Extension's long commitment to strengthening rural communities. With approval from the USU Board of Trustees on July 7, 2025, the Rural Online Initiative (ROI) became centralized under the USU Center for Rural Economic Development & Emerging Technologies (CREDET) and officially launched in St. George at the 2026 *What's Up Down South* economic summit. This new structure brings together programs that support our rural workforce, small businesses, and community leaders in a strategic approach to economic growth.

The path to this moment spans generations. Early public works brought electricity and irrigation to rural Utah. Later, Utah's technology sector grew from the achievements of pioneers in computing, software, and digital communication. In the 2000s and 2010s, broadband slowly reached rural towns, and by the 2020s, the diffusion of remote work as a modern business practice created new possibilities for residents seeking professional careers close to home. ROI began during this period and soon became both a statewide and national model for workforce development. The E-Commerce Accelerator followed in 2023 by helping rural businesses enter online markets and generate new revenue streams. These programs now move forward together under one Center dedicated to expanding prosperity and opportunity in rural Utah.

Through CREDET, we envision a rural Utah economy where individuals, families, businesses, and communities can succeed without geographic limits. Our mission is to empower rural communities through research-based education, workforce innovation, and entrepreneurial support to sustain economic growth and provide broad access to emerging technologies. These commitments guide our work across three focus areas:

1. Workforce Development - Employment

The *Rural Online Initiative* will continue to prepare rural residents for remote, hybrid, and digital careers through courses, career mentoring, and structured job placement support. Participants gain practical work skills that lead to steady employment and greater household stability.

2. Business Development - Online Sales Revenue

Through the *E-Commerce Accelerator*, small businesses and agricultural operations receive technical assistance in digital sales, marketing, and online tools. Many have reached new customers, increased online revenues, and strengthened their ability to compete in the digital marketplace.

3. Community Development - Capacity Building

CREDET now supports local community leaders through economic planning and proposal development services. Rural communities often seek access to broadband, telehealth, infrastructure, and workforce funding, but face capacity challenges. Our assistance helps them prepare robust plans and proposals that connect local priorities with state and federal opportunities.

The stories within this report reflect what happens when rural talent, commitment, and access come together. Individuals secure better jobs, small businesses grow, and communities chart clearer paths forward. Utah's rural regions continue to show what is possible when practical support aligns with local determination.

Thank you for your partnership and interest in this work. The progress highlighted in this report represents a shared commitment to stronger rural communities across our state.



Sincerely,

A handwritten signature in black ink, appearing to be 'PH' with a large, sweeping loop above the letters.

Paul Hill, Ph.D.

Executive Director, Center for Rural Economic Development & Emerging Technologies
Associate Vice President for Economic Development & Extension Professor
Utah State University Extension



2025

E-COMMERCE ACCELERATOR

\$1 MILLION+ generated in new revenue

93 businesses on the waiting list for technical assistance

50

E-commerce websites built

2025

REMOTE WORK PROFESSIONAL COURSE



266

professionals certified



29

counties with outreach events



160

resumes edited



175

workshops



225

career planning meetings



730*

Total Job Placements



≈ 35,187

Urban Utah Jobs

*Jobs reported since 2019: 659 first jobs + 71 subsequent jobs. Of 659 first jobs, 599 are rural. Urban jobs equivalency is calculated based on 599 rural jobs. When adjusted for population sizes, 599 non-Wasatch Front (rural) jobs are similar to 35,187 jobs in urban Wasatch Front counties.

(Source: Utah Department of Workforce Services 2020. Analysis based on the goal of reducing unemployment by 0.5%. Statistics based on the county labor force's current rate of unemployment and extrapolated number of jobs required.)

RESULTS

E-COMMERCE ACCELERATOR (ECA)

The ECA is a mentoring service provided to small rural and agricultural businesses. Its goal is to help clients grow through online sales. With personalized training, clients learn how to create and manage their website and market their products.

105 clients applied to the program in 2025

34

clients successfully completed their e-commerce websites (94% completion rate)

An evaluation of short-term results from January 2024 to December 2025 showed that:

66% of participants had increased confidence

63% felt they had better skills toward creating an e-commerce website

67% had aspirations toward maintaining their e-commerce website

An evaluation of medium-term outcomes from January 2024 to December 2025 showed that:

46 new websites created

36 businesses experienced increased sales revenue from their e-commerce sites



CERTIFIED REMOTE WORK PROFESSIONAL® (CRWP) COURSE

The CRWP course provides remote work training to help participants from rural Utah find meaningful employment opportunities. It provides them with the tools and skills needed to succeed in remote and hybrid jobs. The target counties for the CRWP course are divided into three rural geographic regions (Southeast, Southwest, and Southcentral, with other counties classed into Northern and urban counties -

1. Southeast: Carbon, Daggett, Duchesne, Emery, Grand, San Juan, Uintah
2. Southwest: Beaver, Garfield, Iron, Kane, Piute, Washington
3. Southcentral: Juab, Millard, Sanpete, Sevier, Wayne, Tooele
4. Northern Region: Box Elder, Cache, Rich, Morgan, Summit, Wasatch
5. Urban Counties: Davis, Salt Lake, Utah, Weber



Table 1 gives a breakdown of the total number of Utah graduates who found employment since the program started in October 2018.

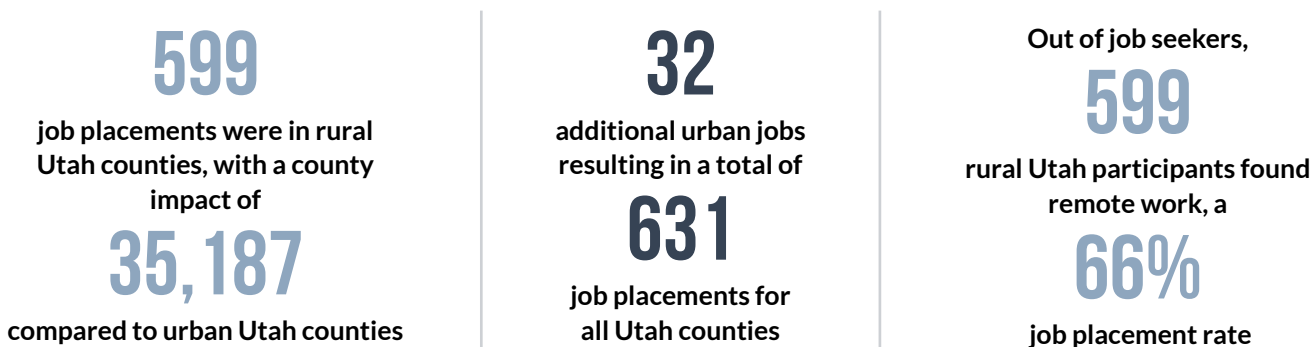


Table 1. Total Utah Job Placements for the CRWP Course by Region (October 2018 - December 2025)

RURAL REGIONS	TOTAL # JOBS PLACED
Southeast (SE)**	230
Southwest (SW)**	186
Southcentral (SC)**	152
Northern Region (NR)**	31
Urban Counties	32
Total	631
County Impact (SE, SW, SC, NR regions only)*	35,273

*When adjusted for population sizes, 599 non-Wasatch Front** (rural) jobs are similar to 35,187 jobs in urban Wasatch Front counties (Source: Utah Department of Workforce Services 2020. Analysis based on the goal of reducing unemployment by 0.5%. Statistics based on the county labor force's current rate of unemployment and extrapolated number of jobs required.)

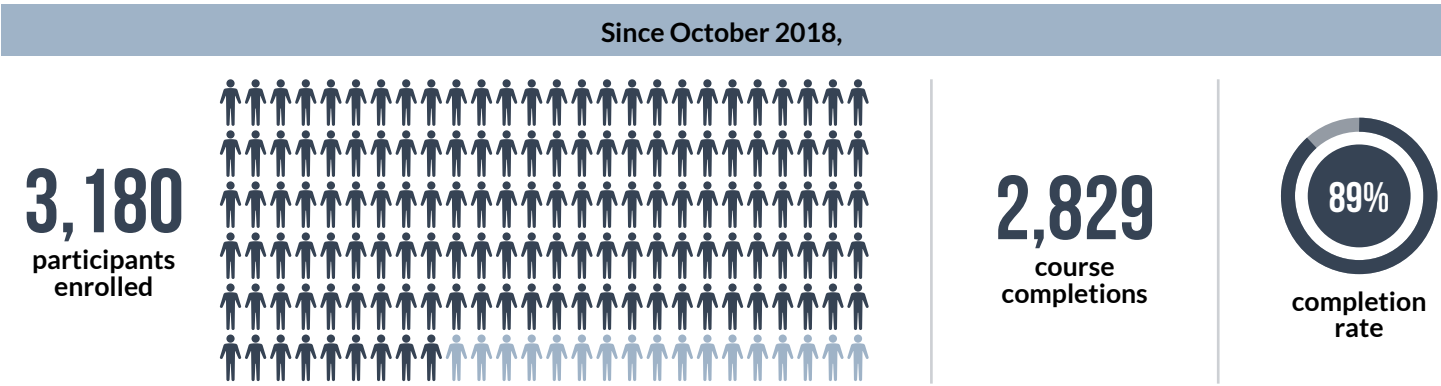
Table 2 presents a breakdown of the number of jobs in each rural county needed to reduce the unemployment rate by 0.5%. It shows ROI's anticipated reduction in unemployment with job placements in rural counties, given unemployment figures. The goal of reducing the unemployment rate by 0.5% was met for 7 counties - Carbon, Daggett, Emery, San Juan, Beaver, Garfield, and Piute.

Table 2. Anticipated Contribution to Reduced Unemployment in Rural Utah Counties

RURAL COUNTIES UNDER ROI'S PURVIEW	** PEOPLE UNEMPLOYED	** JOBS NEEDED FOR 0.5% DECREASE IN UNEMPLOYMENT RATE	ROI JOB PLACEMENTS (# GRADUATES WHO ARE EMPLOYED)	**ANTICIPATED CONTRIBUTION TO REDUCTION IN UNEMPLOYMENT (%)
SOUTHEAST				
Carbon	445	43	53	123
Daggett	18	2	8	400
Duchesne	603	39	30	77
Emery	203	22	57	259
Grand	587	31	13	42
San Juan	554	27	33	122
Uintah	1,228	67	36	54
SOUTHWEST				
Beaver	112	14	20	150
Garfield	269	13	20	154
Iron	1,115	125	29	23
Kane	206	19	8	42
Piute	30	2	8	400
Washington	4,201	396	101	26
SOUTHCENTRAL				
Juab	172	29	14	48
Millard	192	30	19	63
Sanpete	472	63	51	81
Sevier	416	49	45	92
Tooele	1,667	175	17	10
Wayne	108	7	6	86

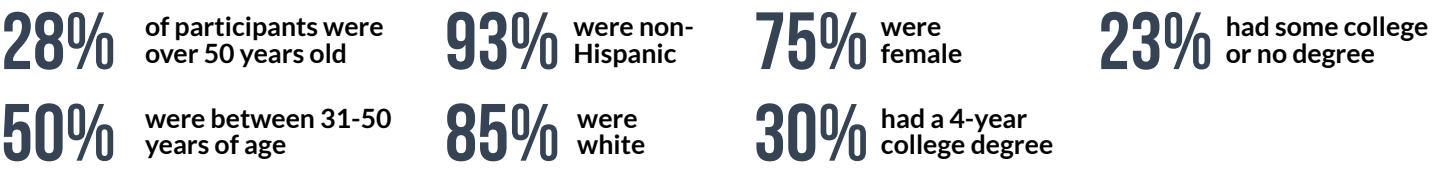
*Unemployment values were internally obtained from the Governor's Office of Economic Opportunity (GOEO). Unemployment numbers represent the most recent data for 2020; available April 2021. **These values may have contributed to the reduction in unemployment.

OUTCOMES AND IMPACT



Based on follow-up surveys, graduates typically take **3.5 to 4 months** to find a remote job.

Demographics



Short term

An evaluation of short-term outcomes from October 2018 - December 2025 captured changes in participants' knowledge, attitudes, skills, and aspirations toward seeking remote employment.

Knowledge gain – There were statistically significant differences between pre- and post-tests for all nine modules, indicating increases in participants' knowledge after completing the CRWP course (Table 3).

Table 3. Pre and Post Test Knowledge-gain for CRWP Participants (October 2018 - December 2025).

MODULE	t	p	MEAN PRE-SCORE	MEAN POST-SCORE	d
Building a Virtual Career	35.07	<.001	9.04	12.27	2.79
Communication	31.17	<.001	14.84	16.26	2.42
Compliance	65.09	<.001	12.89	16.53	2.82
Critical Thinking	59.92	<.001	13.56	16.40	2.41
Productivity	67.21	<.001	12.96	16.56	2.74
Remote Job Development	42.13	<.001	15.56	18.14	3.04
Teams	34.96	<.001	14.90	16.40	2.17
Workday	51.36	<.001	12.60	15.81	3.37
Workflow	31.04	<.001	13.92	15.75	3.03

ATTITUDES



On average, participants felt **neutral** toward their current jobs.

84% felt seeking remote work opportunities was favorable.

70% felt seeking remote work opportunities was beneficial.

62% did not have remote work experience.

92% felt it was important or very important to acquire remote work skills.

57% believed adequate wages were available in their local region.

56% believed job opportunities were available in their local region that matched their long-term goals.

48% planned to stay in their current region for the next three years, 36% were unsure.

When asked about which ideal employment situations were most important,

82%	79%	76%
said flexible hours.	said good manager relationship.	said personal growth.

SKILLS

On average, participants had high overall scores across all skills assessed.

After the course, participants felt they had better abilities to:



Balance their professional and personal lives
(M = 4.09, SD = .62)



Manage their professional and personal productivity
(M = 4.27, SD = .64)



Solve problems
(M = 4.17, SD = .67)



Communicate digitally
(M = 4.20, SD = .68)



Use online technology
(M = 4.20, SD = .63)



Work as a team member
(M = 4.16, SD = .68)



Manage their careers
(M = 4.24, SD = .60)

ASPIRATIONS

After completing the course:



felt their value as a remote worker improved.



felt empowered to seek remote work.



had intentions to seek flexible work opportunities.





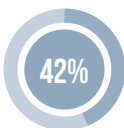
Medium- and Long-Term Outcomes

A short survey was sent to all **322** graduates of the CRWP August 2024 to August 2025 cohorts (N = 322). With a **28%** response rate, a total of **91** participants completed the survey (n = 91).

PERCEIVED COST-BENEFIT

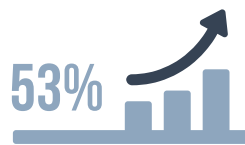


paid to take the course.



thought the course was worth more than what they paid. This suggests those who paid thought **the personal benefits of completing the course outweighed the registration cost.**

ANTICIPATED INCOME



Overall, a participant who found remote work experienced a **53% increase** in median salary.

Total salaries across all respondents who found remote work also increased by **24%.**



ANTICIPATED INCOME

Roughly **58%** of those who found remote work believed their median salaries would likely increase by **20%** over the next year.

COMMUTE

55%



About **55%** of participants drove to a physical workplace before finding remote work.

14%



Since finding remote work, **14%** drove to a physical workplace. Across all respondents, the average monthly miles driven decreased by **74%** after finding remote work, resulting in an estimated fuel savings of **\$57.57** per month.



This reduction in the total number of miles driven per month equated to a total reduction of **0.18** tons of carbon emissions.

STUDENT AND CLIENT EXPERIENCES

REMOTE WORK

"I have worked in Price since 2021. I took both the Certified Remote Work Professional course and the Certified Remote Sales Professional course. They were both a great benefit to me, and shortly thereafter, I was able to take my job remote. Because of what I learned in those courses, I was also able to land a raise and better benefits. Now I have better work/life balance and make more money. I will be forever grateful to have these experiences as they have taken me out of my comfort zone and helped me to grow in the business world."

- **Debbie Sackett, Carbon County**

"As an older, mostly retired person, I thought remote work was just a concept until I started the course. It helped me focus on preparing for remote roles. With support from the ROI team, I improved my resume and added teaching opportunities to my job search. That led to a new role as an adjunct instructor of psychology at Utah Tech University in St. George."

- **Pamela Webster, Washington County**

"After spending several years as a stay-at-home mother, I enrolled in the Remote Work Professional course through the Rural Online Initiative to strengthen my confidence, develop marketable skills, and learn to clearly communicate my experience. The courses provided practical experience in presenting my strengths, navigating remote work culture, and preparing for interviews. By applying what I learned, I secured a remote, part-time position as a Program Coordinator, where I use my background in digital design and visual communications to support businesses and empower others."

- **StacyAnn Maxwell, Carbon County**

E-COMMERCE ONLINE SALES REVENUE

"We launched our website not even a year ago thanks to the ECA program, and we have already had great success. On top of our regular sales, our website has brought us in about \$40,000 of extra sales revenue. We have been grateful for the success and are excited to see what the future of our ecommerce website will bring to us and other Box Elder County ag businesses in our community."

- **Justin and Amanda Norr, Norr Family Farms, Box Elder County**

"My family has been selling beef direct for several years by word of mouth, but when my dad learned about the USU E-Commerce program we were excited to expand our business and reach a new audience. Having the website up and functional has allowed us to reach new customers and increase the amount of direct-to-consumer sales that we have at Heart L Ranch in Piute County. We've made about \$10,000 in extra sales through the website in about four months."

- **Mikyla Bagley, Heart L Ranch, Piute County**

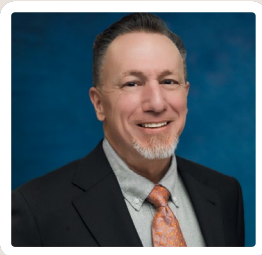
"The ECA Program has been a huge asset to our business. Even though we are based in Millard County, we have had people as far as New Jersey find us online through our website and purchase our meat. In the past year of having our website up, we have made over \$250,000 on top of our regular sales. Most people find us on Google and stop into the store to buy their meat. We've never been so busy, it's been great!"

- **Aaron Rees, Provident Meat Co., Millard County**

CREDET TEAM



Paul Hill



Dominic Bria



Amanda D. Ali



Kaylee Hanks



Jordan Leonard



Trenton Willson



Jake Marino



Mike Sarles



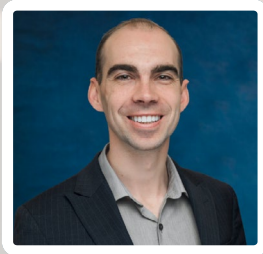
Becky Newman



Marta Nielsen



Abbey Bean



Jacob Webb



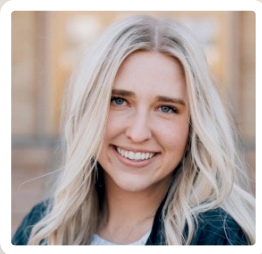
StacyAnn Maxwell



Austin Holmes



Annette Saxton



Kenna Sanders



Genesis Schaerrer



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Extension

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IS REMOTE WORK RIGHT FOR ME?



Rural Online Initiative
UtahStateUniversity



HOW TO BECOME A REMOTE WORKER

We'll guide you through the process of certifying as a remote worker and help in your search for a remote job.



APPLICATION

Apply for the Certified Remote Work Professional course by scanning the QR code or visiting the URL below.



SCAN ME!



APPROVAL AND PLACEMENT

Once your application is approved, we will connect you with a Program Specialist to guide you through your learning journey.

REMOTE WORK TRAINING

Learn about remote work and virtual career options by completing the 1-month online course, with weekly Zoom meetings to discuss what you are learning.

CAREER PLANNING

Collaborate with your Program Specialist to build a custom plan and identify the steps necessary to become a remote work professional.

JOB DEVELOPMENT

Equipped with new skills and a certificate, you'll have the knowledge and information required to find and qualify for legitimate remote jobs.

RemoteWorkCertificate.com/pro



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WHAT IS REQUIRED TO PARTICIPATE IN THE REMOTE WORK PROGRAM?

You'll need the same essentials required for any remote job: a computer with a microphone and webcam, and a reliable internet connection. You'll also need to have some prior work experience and skills, a strong interest in remote work, and a proactive, positive attitude. We'll help you with the rest!

HOW MUCH DOES IT COST?

The course fee for rural students is \$40, and \$99 for urban students. Check our website for more info.

IS REMOTE WORK RIGHT FOR ME?

The mission of the Remote Online Initiative is to connect you with the remote work that allows the flexibility of working from wherever you call home. Virtual careers aren't a great match for everyone, so before submitting an application, ask yourself the following questions:



Apply today! RemoteWorkCertificate.com/pro

WILL I ENJOY REMOTE WORK?

Remote work isn't for everyone, but many people love it for these reasons:

- **Flexibility-** control over work schedule & environment
- **No commute-** reduce stress, save time & money
- **Location freedom-** live where you want, explore jobs without geographic limits
- **Productivity & focus-** get more done with fewer workplace distractions



Governor's Office of Economic Opportunity

CENTER FOR RURAL
DEVELOPMENT



The Governor's Office of Economic Opportunity administers the Rural Communities Opportunity Grant (RCOG), §63N-4-802. This grant is available to rural counties, cities, towns, and associations of governments to support economic development projects and activities. The Rural Opportunity Advisory Committee oversees this grant program.

Grant Purpose

The RCOG empowers rural communities to take responsibility for their unique economic development planning, projects, and activities. Rural communities may qualify to receive grant funding up to a maximum amount of \$600,000. The grant addresses economic development needs, which include:

- Business recruitment, development, and expansion
- Workforce training and development
- Infrastructure, industrial building development, and capital facilities improvements for business development

Eligible Communities

Eligible rural communities include:

- Counties of the third*, fourth, fifth, and sixth classes
- Cities, towns, and metro townships located within those counties
- Municipalities with a population of 10,000 or less in counties of the second-class
- Associations of Governments

Competitive Application

The RCOG is competitive and requires a funding match based on the community's population. Applications are scored based on their quality, proposed budget, project and activity descriptions, and the purposes, goals, and measurable outcomes related to improving the community's overall economy. Applicants are required to justify the economic development need for the grant and the amount of funding requested.

Prioritization

The Rural Opportunity Advisory Committee may prioritize applications that demonstrate any of the following elements:

- The community has or is actively pursuing the creation of an effective strategic economic development plan
- Consistency with local economic development priorities
- Economic need
- Utilization of local financial resources in combination with a grant
- Evidence that the grant will help create jobs
- Evidence of potential positive return on investment

Qualified Counties by classification (State Code 17-50-501) are:

Counties of the Third Class

(Populations from 40,000 to 259,999)

- Washington County*
- Cache County
- Tooele County
- Box Elder County
- Iron County
- Summit County

Counties of the Fourth Class

(Populations from 12,000 to 39,999)

- Uintah County
- Wasatch County
- Sanpete County
- Sevier County
- Carbon County
- Duchesne County
- San Juan County
- Millard County
- Morgan County
- Juab County

Counties of the Fifth Class

(Populations from 5,000 to 11,999)

- Emery County
- Grand County
- Kane County
- Beaver County
- Garfield County

Counties of the Sixth Class

(Populations less than 5,000)

- Wayne County
- Rich County
- Piute County
- Daggett County

*Counties of the third class are eligible for RCOG if the county of the third class has no municipality with a population of 100,000 or more (63N-4-801(9)(b)). Washington County, a third-class county, does not qualify for the RCOG because it has a city with a population greater than 100,000. Cities within Washington County, other than St. George, also qualify for RCOG.

Qualified cities and towns in counties of the second class with populations less than 10,000 (FY 2026):

Davis County

Fruit Heights
South Weber
Sunset City
West Bountiful

Utah County

Cedar Fort
Cedar Hills
Elk Ridge
Fairfield
Genola
Goshen
Woodland Hills

Weber County

Farr West
Harrisville
Hooper
Huntsville
Marriott-Slaterville
Plain City
Riverdale
Uintah
Washington Terrace

Qualified Associations of Governments:

- Bear River Association of Governments (BRAG)
- Five County Association of Governments
- Mountainlands Association of Governments (MAG)
- R6, formerly known as the Six County Association of Governments
- Southeastern Regional Development Agency (SERDA), formerly known as the Southeastern Utah Association of Local Governments
- Uintah Basin Association of Governments (UBAG)
- Wasatch Front Regional Council (WFRC)

For more
information
about
this grant,
visit:



econ-opp.fyi/RCOG



Governor's Office of Economic Opportunity

**CENTER FOR RURAL
DEVELOPMENT**

Rural County Grant

Supporting Economic Development in Rural Utah

The Utah Governor's Office of Economic Opportunity, Center for Rural Development, administers the Rural County Grant (RCG). This grant is designed to empower rural county governments to manage their own unique economic development opportunities, and to take responsibility for planning, projects, and activities that will lead to improved economies. The grant is intended to address economic development needs within the following categories:

- **Business recruitment, development, and expansion**
- **Workforce training and development**
- **Infrastructure, industrial building development, and capital facilities improvements for business development**

Qualifications

Counties must have a functioning County Economic Opportunity Advisory Board (CEO Board) to qualify for an RCG. Each CEO board assists and advises the county legislative body with the following:

- **Determining how the grant money will fund economic development projects and activities within their county**
- **Applying for a rural county grant**
- **Preparing required annual reports**

Qualifying Counties

Utah rural counties of the third*, fourth, fifth, and sixth classes qualify for the RCG. Each rural county may receive grant funding up to \$200,000 annually. To determine county classifications please refer to State Code 17-50-501.

*Note: Washington County is a county of the third class, but because it has a city with a population greater than 100,000, it does not qualify for the RCG.

Learn more about how RCG can benefit your rural county:



SPECIAL SERVICES AGREEMENT

I, PARTIES

The parties to this agreement include Morgan County ("the County") and Wasatch Peaks Ranch Club, LLC ("WPR"). The term of this agreement is eight months commencing November 18, 2024.

II. PURPOSE

The purpose of this Agreement is to establish a written understanding whereby WPR may obtain, and the County may provide, traffic control and law enforcement services for WPR, and to further establish the obligations of each party.

III. OBLIGATIONS OF THE COUNTY

The County hereby promises to perform the following tasks, as part of its obligations under this Agreement:

1. Provide one law enforcement officer 3 days a week between Monday and Friday for 3 hours, fluctuating, between the hours of 7 a.m. to 5 p.m. to provide traffic control and law enforcement services to WPR;
2. Provide a County Sheriff's Office vehicle for traffic control and law enforcement purposes during any shift outlined in Section III(1); and
3. Schedule individual deputies to fill the needed shifts at WPR.

IV. OBLIGATIONS OF WPR

In consideration for the County's promises made in Section III, WPR promises to do the following:

1. Maintain an independent contractor relationship with Morgan County, wherein the County and law enforcement officers are free to use his/her discretion in specialized traffic control and law enforcement training and skills during the WPR shifts:
2. Pay the County \$20.00 per hour per vehicle, which fee includes the costs of gasoline and maintenance [or the vehicle:

3. Pay the County \$80.00 per hour for each deputy's wage and benefits, for a minimum of three hours per day from the time the deputy commences work to the time the deputy completes his/her duty shift;
4. Pay the County \$80.00 per hour, for a minimum of two hours per deputy, if WPR cancels the shift less than 24 hours prior to the agreed shift;
5. Ensuring the County (via his contact representative and address listed below) receives payment, in the form of a check or cashier's check, for the entire amount owed on a monthly basis.
6. Release the deputy from his/her services at WPR if a significant law enforcement need arises and the Sheriff or his designee orders the deputy to fill an imperative law enforcement assignment or Sheriff has employee shortages.

V. MUTUAL OBLIGATIONS

The County and WPR both agree that:

1. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements.
2. This Agreement cannot be modified orally and can only be amended by a written instrument signed by both parties.
3. This Agreement will remain in effect for a period of 8 months from date of signing and may be cancelled upon 30 days written notice to the other party.

VI. COST SUMMARY

The cost for Special Services provided under this Agreement shall be calculated as follows:

Personnel Services:

One (1) Deputy assigned per shift, providing three (3) hours of service per day at a rate of **\$80.00 per hour**, for a total personnel cost of **\$240.00 per shift**.

Vehicle Services:

One (1) patrol vehicle assigned per shift, utilized for three (3) hours per day at a rate of **\$20.00 per hour**, for a total vehicle cost of **\$60.00 per shift**.

Total Cost Per Shift:

The total amount due for each shift of Special Services provided under this Agreement shall be **\$300.00 per shift**.

Please make check or cashier's check payable to the Morgan County Sheriff's Office and mail to P.O Box 1047 Morgan, Utah 84050.

VII. DESIGNATED CONTACT REPRESENTATIVES

The following individuals shall be the primary and alternative contact representative(s) for each party:

Morgan County

Primary Contact Representative:

James Wagner
Chief Deputy
Morgan County Sheriff's Office
48 West Young Street
P.O Box 1047
Morgan, Utah 84050
801-845-4038 (Desk)
jwagner@morgancountyutah.gov

Alternative Contact Representative:

Corey Stark
Sheriff
Morgan County Sheriff's Office
48 West Young Street
P.O Box 1047
Morgan, Utah 84050
801-845-4037 (Desk)
cstark@morgancountyutah.gov

WPR

Primary Contact Representative

Sue Thomas
Security Director
Cell # 435-640-8662
Sue.thomas@wasatchpeaksranch.com

Alternative Contact Representative

Dan Phelps
Cell# 801-541-3336
dan.phelps@wasatchpeaksranch.com

Billing Address:

WPR
36 S. State St. Suite 500
Salt Lake City, UT 84111
ap@wprdceveo.com

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties
hereto, this _____ day of _____, 2026

Morgan County

Wasatch Peaks Ranch Club, LLC

Emergency Management UTV Replacement

Request:

Replace a UTV that was listed as an Emergency Management asset though determined to have been paid for by Sheriff Department Funds and transferred to the Sheriff. The requested UTV is a CanAm Defender Pro, single cab, long bed, severe duty. This UTV is much better suited to hauling a fire pump skid unit and/or EMS patient transport skid. The transferred UTV was a four door, short bed that was difficult to properly attach either skid/skid.



The UTV transferred to the Sheriff has a replacement value of \$32,000+. The requested UTV is a 2025 model (new) that is clearance and State bid priced at \$19,708.80. (see attached quote)

The Fire Department operates another Polaris UTV that currently has a fire pump skid unit mounted in a short bed. The fire skid has broken mounting bolts twice in the last 4 months due to overloading the bed. The Polaris was not designed to carry the weight. The fire skid will be moved to the Defender Pro long bed.

The Polaris will be used for EM and EMS events. Access into pipeline easements, railroad easements, flooded areas, and mountain trails/small roads are critical to Emergency Management needs. The proposed purchase will significantly improve Fire, EMS, and Emergency Management response into areas inaccessible to larger vehicles.

Regards,
Brad Wilkes
Fire Chief

WELLER RECREATION, LLC

936 W 200 S
Kamas UT 84036
(435) 783-4718

MORGAN COUNTY FIRE DEPARTMENT

Buyer's Order

PO BOX 420
Morgan UT 84050

801-807-8822

Order No. 27415
Salesman Kimberlee Black

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	MSRP	Price
New	2025	CAN-AM	UTVDefender PRO DPS HD10	3JB7GAX4XSK000076	C00076	\$20,499.00	\$15,904.00

Trade Information

Options:

INSTALLED ROOF	\$584.99	D
INSTALLED USA Front Windshield	\$719.10	D
INSTALLED STREET KIT	\$1,210.71	D

Manufacturer Base Price	\$20,499.00
Manufacturer Options (M)	\$0.00
Customer Discount Savings	\$4,595.00
Customer Price	\$15,904.00
Freight	\$1,095.00
Dealer Added Options (D)	\$0.00
Customer Added Options	\$2,514.80
Dealer Prep	\$0.00
Unit Subtotal	\$19,513.80
Tire Recycle Fee	\$0.00
Aged Base Fees	\$0.00
Temp Tag	\$0.00
Safety Inspection	\$0.00
Delivery Fee	\$0.00
Handling	\$0.00
SC, TW, DP, Battery, PP, GAP	\$0.00
Dealer Fees LO	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$195.00
Sales Tax	\$0.00
Cash Price	\$19,708.80
Trade Allowance	\$0.00
Payoff	\$0.00
Net Trade	\$0.00
Net Sale (Cash Price - Net Trade)	\$19,708.80
Sub Total (Net Sale + Other Charges)	\$19,708.80
Cash Down Payment	\$0.00
Amount to Pay/Finance	\$19,708.80

Monthly Payment of
\$19,708.80

Notes:

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.
*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for You Business!

MORGAN COUNTY RESOLUTION CR 26-39

A RESOLUTION OF THE MORGAN COUNTY COMMISSION AUTHORIZING THE
EMPLOYER PICK-UP OF MEMBER RETIREMENT CONTRIBUTIONS FOR TIER 2
FIREFIGHTER EMPLOYEES

WHEREAS, Morgan County (the "County") is a participating employer in the retirement systems administered by the Utah Retirement Systems (URS) pursuant to Title 49 of the Utah Code; AND

WHEREAS, the County employs full-time firefighters who participate in the New Public Safety and Firefighter Tier II Contributory Retirement System ("Tier 2 Firefighter System"); AND

WHEREAS, Utah Retirement Systems has established a required employee (member) contribution rate of five point nine-eight percent (5.98%) of eligible salary for the Tier 2 Firefighter System; AND

WHEREAS, Section 414(h)(2) of the Internal Revenue Code permits governmental employers to take formal action to "pick up" required employee contributions, allowing them to be treated as employer contributions for federal income tax purposes; AND

WHEREAS, the Utah State Legislature provides participating employers the option to pay all or a portion of the required Tier 2 employee retirement contribution on behalf of their employees; AND

WHEREAS, the Morgan County Commission finds it is in the best interest of the County, its employees, and the community to pick up the Tier 2 member retirement contributions to support the recruitment and retention of high-quality fire safety personnel.

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN COUNTY COMMISSION OF MORGAN COUNTY, UTAH, AS FOLLOWS:

Section 1. Pick-Up Authorization.

Morgan County hereby formally elects to pick up and pay the required member retirement contributions for all eligible County employees participating in the URS Tier 2 Public Safety and Firefighter Hybrid Retirement System up to, and not to exceed, five point nine-eight percent (5.98%) of eligible compensation.

Section 2. Tax Treatment and In-Lieu Acknowledgement.

The employee contributions picked up by Morgan County under this Resolution, though designated as employee contributions under state law, shall be treated as employer contributions in accordance with Internal Revenue Code Section 414(h)(2). These

contributions shall be paid by the County directly to URS in lieu of being paid directly by the individual employee through payroll deductions, and employees shall not have the option of choosing to receive these amounts directly instead of having them paid to the retirement system.

Section 3. Implementation and Certification.

The Morgan County human resources, payroll, and administrative staff are authorized and directed to execute all required documents, including the official URS Employer Election to Pick-Up Member Contributions Form, and transmit this Resolution to Utah Retirement Systems to finalize the election.

Section 4. Conflicting Provisions Repealed.

All prior resolutions, policies, or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 5. Effective Date.

This Resolution shall take effect immediately upon its passage and approval by the Morgan County Commission.

PASSED, ADOPTED, AND APPROVED by the Morgan County Commission this 21st day of July, 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

	AYE	NAY	ABSENT
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

RESOLUTION CR-20-03

A Resolution of Morgan County Council
Declaring the County's Intent to Pick Up a Certain Percentage of Certain
Public Safety Employees' Contributions to the Utah State Retirement System

WHEREAS, in 2020, the Utah State Legislature passed SB 56, which modifies Utah Code Ann. § 49-23-301 to allow participating employers, under the Tier II Hybrid Retirement System for public safety employees, to elect to pay all or part of the required employee member contribution on behalf of the employee as an employer pick up under 26 U.S.C. Sec. 414(h)(2); and

WHEREAS, SB 56 also modifies Utah Code Ann. § 49-23-401 to require employers who make the election under § 49-23-301 to also make additional non-elective contributions to the defined contribution plans of public safety employees who are covered under the Tier II Defined Contribution Plan, at the same percentage rate as the payments under § 49-23-301; and

WHEREAS, Morgan County intends to make the election and the contributions specified above;

NOW THEREFORE, the Morgan County Council resolves that pursuant to Utah Code Ann. §§ 49-23-301 and 49-23-401, and in satisfaction of the requirements outlined in IRS Revenue Ruling 2006-43, Morgan County hereby formally agrees to pay 100% of the required employee member contributions for public safety employees covered by the Tier II Hybrid Retirement System, and to make non-elective contributions to the defined contribution plans of public safety employees who are covered under the Tier II Defined Contribution Plan, at the same percentage rate as the payments for those in the Tier II Hybrid Retirement System. Although these contributions are designated as employee contributions, they will be paid by Morgan County, as the employer, in lieu of employee contributions. Employees will not be allowed to opt out of these employer payments, or to receive the payments directly, or to have a cash or deferred election right. The provisions of this resolution will take effect July 1, 2020, and will remain in effect until superseded or revoked by the Morgan County Council or by a change in the law.

RESOLVED this 16 day of June 2020.

BOARD OF COUNTY COUNCIL
MEMBERS OF MORGAN COUNTY

By: [Signature]
Robert McConnell, Chair

ATTEST:

[Signature]

Stacy Clark
Morgan County Clerk/Auditor

Utah Retirement Systems
Final Tier 2 Retirement Contribution Rates as a Percentage of Salary and Wages
Fiscal Year July 1, 2026 - June 30, 2027

Final Tier 2 Hybrid Retirement System									Final Tier 2 Defined Contribution Plan						
(1) Employee Tier 2 DB Rate	(2) Employer Hybrid Plan DB Plan Rate	(3) Employer Hybrid Plan DC Plan Rate	(4) Death Benefit*	(5) Tier I Amortization %	(6) Total Employer Rate (2) + (3) + (4) + (5)	(7) Total Required Contribution (1) + (6)	Employee Increase (Decrease) From Prior Year	Employer Increase (Decrease) From Prior Year	(1) Employee Tier 2 Rate	(2) Employer Tier 2 Rate	(3) Death Benefit*	(4) Tier I Amortization %	(5) Total Required Contribution (1)+(2)+(3)+(4)	Employee Increase (Decrease) From Prior Year	Employer Increase (Decrease) From Prior Year
Public Employees															
Contributory Retirement System															
11- Local Government	1.30	10.00	0.00	0.08	4.87	16.25	0.49	(1.00)	0.00	10.00	0.08	4.87	14.95	0.00	(1.00)
Public Employees															
Noncontributory Retirement System															
15- Local Government	1.30	10.00	0.00	0.08	3.11	14.49	0.49	(1.00)	0.00	10.00	0.08	3.11	13.19	0.00	(1.00)
16- State and School	1.30	10.00	0.00	0.08	8.94	20.32	0.49	0.00	0.00	10.00	0.08	8.94	19.02	0.00	0.00
18- Higher Education	1.30	10.00	0.00	0.08	9.94	21.32	0.49	0.00	0.00	10.00	0.08	9.94	20.02	0.00	0.00
Public Safety															
Contributory Retirement System															
23- Other Division A (2.5% COLA)	5.98	14.00	0.00	0.08	10.77	30.83	1.25	(0.50)	0.00	14.00	0.08	10.77	24.85	0.00	(0.50)
Public Safety															
Noncontributory Retirement System															
42- State	5.98	14.00	0.00	0.08	16.96	37.02	1.25	(0.50)	0.00	14.00	0.08	16.96	31.04	0.00	(0.50)
43- Other Division A (2.5% COLA)	5.98	14.00	0.00	0.08	10.25	30.31	1.25	(0.50)	0.00	14.00	0.08	10.25	24.33	0.00	(0.50)
75- Other Division A (4.0% COLA)	5.98	14.00	0.00	0.08	11.41	31.47	1.25	(0.50)	0.00	14.00	0.08	11.41	25.49	0.00	(0.50)
44- Salt Lake City	5.98	14.00	0.00	0.08	24.20	38.28	1.25	0.00	0.00	14.00	0.08	24.20	38.28	0.00	0.00
45- Ogden	5.98	14.00	0.00	0.08	26.30	40.38	1.25	0.00	0.00	14.00	0.08	26.30	40.38	0.00	0.00
46- Provo	5.98	14.00	0.00	0.08	19.61	33.69	1.25	0.00	0.00	14.00	0.08	19.61	33.69	0.00	0.00
47- Logan	5.98	14.00	0.00	0.08	17.87	31.95	1.25	(0.50)	0.00	14.00	0.08	17.87	31.95	0.00	(0.50)
48- Bountiful	5.98	14.00	0.00	0.08	26.89	40.97	1.25	0.00	0.00	14.00	0.08	26.89	40.97	0.00	0.00
49- Other Division B (2.5% COLA)	5.98	14.00	0.00	0.08	9.95	24.03	1.25	0.00	0.00	14.00	0.08	9.95	24.03	0.00	0.00
76- Other Division B (4.0% COLA)	5.98	14.00	0.00	0.08	10.94	25.02	1.25	(2.00)	0.00	14.00	0.08	10.94	25.02	0.00	(2.00)
Firefighters' Retirement System															
31- Division A**	5.98	14.00	0.00	0.08	0.00	14.08	1.25	0.00	0.00	14.00	0.08	0.00	14.08	0.00	0.00
32- Division B**	5.98	14.00	0.00	0.08	0.00	14.08	1.25	0.00	0.00	14.00	0.08	0.00	14.08	0.00	0.00

* Employer paid active member death benefit (75% of salary) per Utah Code Section 49-22-501 and 49-23-501.
** For Firefighters, the fire insurance premium offset was applied first to the amortization charge, leaving no amount owed to Tier I by employers for Tier 2 Firefighters

**EAGLE VISTA VILLAS
JOINT CONCEPTUAL DEVELOPMENT PLAN,
REZONE, AND DEVELOPMENT AGREEMENT**

TO: Morgan County Commission
DATE: July 21, 2026
FROM: Morgan County Staff

APPLICATION NO.: 25.001
APPLICANT: BCP Development, LLC / Flagship Homes
PROPERTY OWNER: BCP Development, LLC
PROJECT LOCATION: Mountain Green, Morgan County, Utah; Tax Parcel Nos. 00-0003-3728 and 00-0064-0208
CURRENT ZONING: Town Center (TC) and Rural Residential (RR-1)
PROPOSED ZONING: Town Center (TC) and R1-8
PROJECT AREA: Approximately 44 acres, including approximately 6.29 acres proposed for rezoning from RR-1 to R1-8

REQUEST

BCP Development, LLC requests County approval of three interrelated land-use actions for the Eagle Vista Villas project:

1. Approval of a Joint Conceptual Development Plan prepared in coordination with the owner of the adjacent Gardner Development Town Center property;
2. Approval of a rezone of approximately 6.29 acres from Rural Residential (RR-1) to R1-8; and
3. Approval of the Eagle Vista Villas Development Agreement.

The three requested actions are intended to function together as an integrated approval of the project. Approval of each action is conditioned upon approval of the others.

BACKGROUND

On March 21, 2023, the Morgan County Commission approved the M&D Nelson rezone request, changing approximately 38 acres of an approximately 45-acre parcel from A-20 (Agriculture) to TC (Town Center).

On April 21, 2026, the County Commission approved amendments to Morgan County Code § 155.266 and the Town Center Design Standards. The amendments established a process for coordinated conceptual planning of adjoining Town Center properties and authorized the County Commission to approve a reduction in the commercial allocation otherwise applicable within the Town Center Zone when the required findings are supported by the record.

The Town Center Zone generally contemplates a development program containing approximately 35% commercial development. Rather than requiring commercial development to be dispersed across each individual Town Center property, the County Commission directed BCP Development and the owner of the adjacent Gardner Development property to work together on a Joint Conceptual Development Plan.

The purpose of the Joint Conceptual Development Plan is to coordinate the two properties and allow the Commission to evaluate the appropriate relationship and location of commercial, residential, access, circulation, open-space, and other uses across the jointly planned area. BCP Development requests a zero commercial allocation for the Eagle Vista Villas property because it maintains that the property is separated from the area suitable for commercial development and that commercial development on the property would be isolated or unworkable.

The amended code also allows the Commission to reduce the commercial allocation for a participating property if the applicant demonstrates that strict application of the commercial requirement would not produce a workable or cohesive development pattern and that the proposed alternative provides substantially greater and enforceable public benefits.

The Developer also owns an adjacent parcel consisting of approximately 6.29 acres that is currently zoned RR-1 and is outside the Town Center Zone. At the Commission's request, the Developer included this parcel in the overall project to provide a detached single-family residential transition between the Town Center development and surrounding residential development. The Developer therefore requests that the parcel be rezoned from RR-1 to R1-8.

JOINT CONCEPTUAL DEVELOPMENT PLAN

The Joint Conceptual Development Plan coordinates the proposed development of the Eagle Vista Villas property with the adjoining Gardner Development Town Center property.

The Joint Conceptual Development Plan is intended to:

- Coordinate land uses, access, circulation, infrastructure, trails, open space, and development patterns across the adjoining Town Center properties;
- Coordinate the location and relationship of commercial and residential development across the jointly planned area and avoid requiring isolated or unworkable commercial development on the Eagle Vista Villas property;
- Provide better integration between commercial, residential, recreational, and open-space uses;
- Improve roadway, pedestrian, and trail connectivity;
- Provide a broader and more deliberate transition between the Town Center development and surrounding residential properties; and
- Establish the basis for the proposed reduction in the commercial allocation applicable to the Eagle Vista Villas property.

The Development Agreement incorporates the approved Joint Conceptual Development Plan and makes it binding upon the Eagle Vista Villas property. The obligations applicable to the Gardner Development property will be addressed through its separate approvals and development agreement.

PROPOSED REZONE

The requested rezone applies to approximately 6.29 acres currently zoned RR-1. The proposed R1-8 zoning will allow the parcel to be incorporated into the overall Eagle Vista Villas project as a detached single-family residential transition area.

The rezone does not change the zoning of the existing Town Center portion of the project. Following approval, the project will contain property zoned TC and R1-8, as depicted in the proposed zoning exhibit and Joint Conceptual Development Plan.

PROPOSED DEVELOPMENT

The Development Agreement authorizes a maximum of 267 dwelling units consisting of the following housing types and ranges:

- Executive detached single-family homes:
- Signature detached single-family homes:
- Luxury townhomes

The Developer proposes this housing mix as part of the overall development program. The specific additional benefit identified by the Developer is its voluntary inclusion of the adjacent approximately 6.29-acre parcel and its agreement, at the Commission's request, to seek R1-8 zoning and develop that area with detached single-family homes as a transition and buffer. Detached single-family homes are not otherwise required within the Town Center Zone.

The proposed minimum commercial development within the Eagle Vista Villas property is zero square feet. The Developer requests this reduction based upon the property's separation from the area suitable for commercial development, the coordinated development pattern proposed through the Joint Conceptual Development Plan, and the enhanced and additional benefits proposed in the Development Agreement. The Commission must determine whether those considerations satisfy Morgan County Code § 155.266(D).

AMENITIES AND PROPOSED PUBLIC BENEFITS

The Developer proposes the following amenities, dedications, improvements, and continuing obligations in support of the Joint Conceptual Development Plan, rezone, and requested reduction of the commercial allocation to zero.

Not every proposed commitment constitutes an additional public benefit. Some items are ordinarily required to develop and serve the Project, while others improve upon a generally applicable requirement or are not otherwise required. The Commission should consider the extent to which the enhanced and additional commitments, considered collectively, support the requested commercial reduction.

Baseline development requirements

The following obligations are generally required to serve the Project or comply with otherwise-applicable County and utility-provider requirements. Standing alone, they should not be treated as additional public benefits supporting the commercial reduction:

- Construction of the roadways, access points, utilities, drainage facilities, circulation improvements, and other infrastructure required to serve the Project;
- Provision of required roadway, utility, and pedestrian stubs, connections, and connectivity with adjoining and future development, including the granting and recording of required reciprocal-access, cross-access, utility, and pedestrian easements;
- Dedication or conveyance of the water rights and water shares legally required by the applicable culinary and secondary-water providers to serve the Project;
- Compliance with generally applicable landscaping, irrigation, buffering, open-space, sidewalk, signage, and Town Center design requirements;
- Implementation of construction-management measures required by County ordinances, permits, or conditions of approval, including requirements addressing dust, construction hours, noise, mud, debris, and impacts on public roadways;
- Provision of completion assurances, warranty assurances, inspections, and other financial security required for subdivision improvements; and
- Private ownership and maintenance of private streets, privately owned infrastructure, and other improvements that the County does not accept for public ownership or maintenance.

These requirements remain important project obligations, but the Developer must ordinarily provide them to obtain development, subdivision, and building approvals.

Enhanced required improvements

The following commitments relate to improvements or development features that may be required in some form but are proposed at an enhanced level, with additional design, connectivity, access, or maintenance features:

- Construction of the required trail or pedestrian connection as a six-foot-wide asphalt trail along the Cottonwood Creek corridor.
- Enhanced community landscaping and entry features, including street and park-strip landscaping, perimeter landscaping, buffers between differing housing types and adjacent uses, street trees, monument signage, entry signage, and wayfinding signage;

- Open-space and pedestrian improvements designed to connect with future development and public open space within the Town Center area, without requiring the Developer to construct improvements outside the Property;
- Construction of a six-foot-wide asphalt trail along the Cottonwood Creek corridor, if trail or pedestrian connectivity would otherwise be required, with the additional trailhead, benches, shaded rest areas, signage, parking, public-access easement, and continuing private maintenance described below; and
- Phase-specific completion requirements tying pocket parks, green space, sidewalks, trail connections, landscaping, and irrigation to certificates of occupancy within each phase.

The Commission should consider the extent to which these commitments exceed the minimum dimensions, design, connectivity, timing, or maintenance requirements otherwise applicable to the Project.

Additional proposed benefits

The following commitments appear to be additional features or restrictions that are not otherwise required merely to develop the property under the Town Center Zone:

- Dedication and conveyance of not less than approximately 0.18 acres for a future fire station, with legally and practically usable roadway and utility access and a parcel suitable for its intended use;
- A permanent public-access easement over the Cottonwood Creek Trail;
- A Cottonwood Creek trailhead with public parking, benches, shaded rest areas, directional signage, and public-access signage;
- Private ownership, operation, maintenance, repair, and replacement of the Cottonwood Creek Trail and related improvements by the Developer or homeowners association at no cost to the County;
- At the County Commission's request, the Developer voluntarily included the adjacent approximately 6.29-acre parcel in the Project and agreed to seek its rezoning from RR-1 to R1-8 so that it will be developed with detached single-family homes providing a residential transition and buffer between the Town Center development and surrounding development. Detached single-family homes are not otherwise required within the Town Center Zone.
- A community clubhouse with a kitchen, open dining and gathering area, weight room, and restrooms;
- Two pickleball courts, including one court open and accessible to the general public;
- A hot tub for project residents;
- A large grassed community park with shade trees and a children's playground;
- Two neighborhood pocket parks with seating;
- A covered pavilion with picnic tables;
- Public parking in the vicinity of the clubhouse, trailhead, and publicly accessible pickleball court, in a reasonable number and configuration established through site-plan and subdivision review;

- Continuing private ownership and maintenance of the parks, recreational amenities, public parking, landscaping, and other common improvements by the Developer or homeowners association at no cost to the County; and
- The prohibition of short-term rentals within the Project.

Public trail access and maintenance

The Development Agreement requires the Developer to construct a six-foot-wide asphalt trail along the Cottonwood Creek corridor, together with a trailhead, benches, shaded rest areas, directional and public-access signage, and associated public parking.

Before recordation of the first final plat affecting the trail, the Developer must record a permanent public-access easement over the Cottonwood Creek Trail. While the liability protections available to private landowners under Utah's recreational-use statutes remain available, the trail must remain open and accessible to the general public, subject to reasonable and nondiscriminatory rules concerning hours, maintenance, hazardous conditions, emergencies, and similar matters.

The Developer and, following turnover, the applicable homeowners association must own, operate, maintain, repair, and replace the Cottonwood Creek Trail, trailhead, and related improvements at no cost to the County.

If a qualifying change in Utah law materially diminishes or eliminates the recreational-use liability protections applicable to the private trail owner, the Development Agreement permits the trail owner to temporarily suspend or reasonably restrict public access after providing the required notice to the County. The parties must then meet and confer regarding possible operating rules, risk-management measures, transfer, or other arrangements.

A qualifying change in law does not extinguish the permanent public-access covenant. If the statutory protections are restored or substantially equivalent protection becomes available, the trail must be reopened to the public within the period required by the Development Agreement. Regardless of public-access status, ownership and maintenance responsibility remain with the Developer or homeowners association unless the County separately agrees in writing to accept ownership or maintenance responsibility.

Amenity phasing

All project-wide amenities, including the community clubhouse, hot tub, pickleball courts, principal tot lot or playground, covered pavilion, Cottonwood Creek Trail and trailhead, associated public parking, and related landscaping, must be completed, approved, and available for their intended use before certificates of occupancy are issued for more than 50% of the dwelling units approved within the first phase of the Project.

Phase-specific amenities, including pocket parks, green space, sidewalks, trail connections, landscaping, and irrigation serving or located within a particular phase, must be completed, approved, and available for their intended use before certificates of occupancy are issued for more than 50% of the dwelling units approved within that phase.

The Development Agreement must be revised before approval because its current Section 5.2 still ties completion of the project-wide amenities to 50% of the total dwelling units approved for the entire Project rather than 50% of the units approved within the first phase.

LEGAL GUIDANCE

Legislative Review

The County Commission is considering three interrelated land-use actions: approval of the Joint Conceptual Development Plan, approval of the approximately 6.29-acre rezone from RR-1 to R1-8, and approval of the Eagle Vista Villas Development Agreement, including the requested reduction in the commercial allocation.

Utah Code § 17-79-508 authorizes a county to enter into a development agreement containing terms the county considers necessary or appropriate to accomplish the purposes of the County Land Use, Development, and Management Act. The statute expressly recognizes that a development agreement may be associated with a legislative or discretionary approval, including a rezone or another land-use approval.

The proposed rezone is a legislative land-use decision. The County Commission may approve the rezone only after completing the required notice, Planning Commission review and recommendation, public hearing, and Commission consideration required by Utah law and Morgan County Code.

Joint Conceptual Development Plan

Morgan County Code § 155.266(B)(4) authorizes coordinated conceptual planning for adjoining Town Center properties. The Joint Conceptual Development Plan is intended to coordinate land uses, commercial development, access, circulation, infrastructure, open space, trails, and other development features across the Eagle Vista Villas and Gardner Development properties.

The Commission must determine whether the proposed Joint Conceptual Development Plan provides a coordinated and cohesive development pattern consistent with the purposes of the Town Center Zone, the Morgan County General Plan, and applicable County development standards.

Commercial allocation reduction

Morgan County Code § 155.266 establishes the commercial allocation otherwise applicable to property within the Town Center Zone of 35%. Section 155.266(D) allows the Commission to approve a reduction when the applicant satisfies the standards and required findings established by that section.

BCP Development requests that the minimum commercial allocation for the Eagle Vista Villas property be reduced to zero square feet. The Developer maintains that the property is physically separated from the portion of the jointly planned area suitable for commercial development and that requiring commercial uses on the Eagle Vista Villas property would result in isolated or unworkable commercial development.

The Joint Conceptual Development Plan was prepared with Gardner Development to coordinate the two adjoining Town Center properties and to allow the Commission to evaluate the location and relationship of commercial, residential, access, circulation, open-space, and other uses across the jointly planned area. The Joint Conceptual Development Plan does not require BCP Development to construct commercial development on the Eagle Vista Villas property.

The applicant proposes a required housing mix, recreational amenities, public trail access, land for a future fire station, landscaping and buffering, roadway and access improvements, and other commitments in support of its request for a zero commercial allocation.

The Commission must determine, based upon the evidence in the record:

1. Whether strict application of the commercial allocation is workable given the Eagle Vista Villas property's location, configuration, access, and separation from the area suitable for commercial development;
2. Whether requiring commercial development on the Eagle Vista Villas property would likely result in isolated, disconnected, or unworkable commercial development;
3. Whether reducing the commercial allocation for the Eagle Vista Villas property to zero is consistent with the coordinated development pattern shown in the Joint Conceptual Development Plan;
4. Which proposed amenities, dedications, housing commitments, infrastructure improvements, and maintenance obligations exceed or materially improve upon the requirements otherwise applicable to development of the property;
5. Whether the proposed benefits, considered collectively, are sufficient to support reducing the commercial allocation to zero under Morgan County Code § 155.266(D); and
6. Whether the material commitments supporting the reduction are stated with sufficient specificity in the Development Agreement to be enforceable.

The Development Agreement identifies certain commitments as public benefits. That characterization does not, by itself, establish that the commitments satisfy the standard for eliminating the commercial allocation. The Commission must independently determine which commitments provide benefits beyond those otherwise required and whether the complete package is sufficient to justify a zero commercial allocation.

Development Agreement

The Development Agreement may establish enforceable requirements governing the approved density, housing mix, amenities, public access, land dedications, infrastructure, phasing, financial assurances, homeowners-association responsibilities, and continuing maintenance obligations.

Any commitment relied upon to support the commercial reduction should be clearly stated in the final Development Agreement. The Agreement should identify the required improvement, the party responsible for its construction and maintenance, the applicable completion deadline or development threshold, and the County's remedies for noncompliance.

The current draft must be revised to reflect that all project-wide amenities are to be completed before certificates of occupancy are issued for more than 50% of the dwelling units approved within the first phase; not 50% of the total units approved for the entire Project.

Interrelated Approvals

The Joint Conceptual Development Plan, rezone, and Development Agreement are intended to operate as an integrated approval framework. The Commission may consider the three actions concurrently and condition approval and effectiveness of each upon approval and effectiveness of the others.

The Commission should nevertheless make the findings applicable to each action separately. Approval of the Joint Conceptual Development Plan does not automatically establish the findings required for the rezone or commercial reduction, and approval of the rezone does not independently establish that the proposed benefits justify the requested commercial reduction.

If the Commission determines that the applicant has not satisfied the requirements applicable to any one of the three interrelated actions, it may deny that action, continue the entire package for additional information or revisions, or approve the package subject to clearly stated conditions.

STAFF SUMMARY/ANALYSIS

The principal issue before the Commission is whether the proposed Joint Conceptual Development Plan and the public benefits secured through the Development Agreement justify reducing the commercial allocation otherwise applicable to the Eagle Vista Villas property.

In exchange for the reduced commercial allocation, the Eagle Vista Villas Development Agreement requires substantial and enforceable public benefits, including land for a future fire station, publicly accessible trails and recreational facilities, regional trail connectivity, a range of housing types, enhanced landscaping and buffering, infrastructure and water commitments, and recreational amenities exceeding the County's ordinary subdivision requirements.

The proposed rezone of the approximately 6.29-acre parcel from RR-1 to R1-8 supports the coordinated development plan by providing a detached single-family transition between the Town Center development and surrounding residential development.

Taken together, the Joint Conceptual Development Plan, rezone, and Development Agreement establish an integrated development framework addressing land use, housing, commercial allocation, public benefits, infrastructure, amenities, open space, trails, phasing, and long-term maintenance.

PROPOSED FINDINGS

If the County Commission finds merit in the proposed approvals, staff presents the following findings for consideration:

1. The Joint Conceptual Development Plan coordinates the planning and development of the Eagle Vista Villas property with the adjacent Gardner Development Town Center property.
2. The Eagle Vista Villas property is separated from the portion of the jointly planned area suitable for commercial development.
3. Requiring commercial development on the Eagle Vista Villas property could result in isolated, disconnected, or unworkable commercial development.
4. The Joint Conceptual Development Plan coordinates the location and relationship of commercial, residential, access, circulation, open-space, and other uses across the Eagle Vista Villas and Gardner Development properties.
5. The Development Agreement distinguishes between obligations otherwise required to develop the Project and enhanced or additional commitments proposed in support of the commercial reduction.
6. The enhanced and additional commitments include _____.
7. The requested rezone of approximately 6.29 acres from RR-1 to R1-8 provides a detached single-family residential transition between the Town Center development and surrounding development.
8. The Joint Conceptual Development Plan, rezone, and Development Agreement are interrelated components of the overall project approval, and approval of each is conditioned upon approval of the others.
9. The Development Agreement establishes enforceable requirements governing density, housing types, amenities, public benefits, infrastructure, phasing, and long-term maintenance.
10. Subject to compliance with the approved Joint Conceptual Development Plan, rezone, Development Agreement, Morgan County Code, and applicable law, the proposal is not detrimental to the public health, safety, or welfare.
11. The proposed reduction in the commercial allocation satisfies the applicable requirements and findings under Morgan County Code § 155.266(D).
12. The proposed approvals are consistent with the Morgan County General Plan, Morgan County Code, and applicable Utah law.

PUBLIC NOTICE, MEETINGS, AND COMMENTS

[Insert notice dates, Planning Commission hearing information, recommendation, vote, and summary of public comments.]

STAFF RECOMMENDATION

[Insert staff recommendation and any unresolved conditions.]

RECOMMENDED MOTIONS

The Joint Conceptual Development Plan, rezone, and Development Agreement are separate but interrelated approvals. The Commission should take separate action on each request. Approval of each action should be conditioned upon approval and effectiveness of the other two actions.

JOINT CONCEPTUAL DEVELOPMENT PLAN

Sample Motion for Approval

“I move to approve the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan, based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the related Eagle Vista Villas rezone and Development Agreement.”

Sample Motion for Approval with Conditions

“I move to approve the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan, based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the related Eagle Vista Villas rezone and Development Agreement and subject to the following additional conditions:

1. [State additional condition.]
2. [State additional condition.]
3. The final Joint Conceptual Development Plan shall be revised to incorporate the conditions imposed by the Commission before it is signed or otherwise certified as approved.”

Sample Motion to Continue

“I move to continue consideration of the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan to [date] to allow the applicants and staff to address the following matters:

1. [Identify additional information or revisions required.]

2. [Identify additional information or revisions required.]”

Sample Motion for Denial

“I move to deny the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan, based upon the following findings:

1. [State finding supporting denial.]
2. [State finding supporting denial.]
3. Because the Joint Conceptual Development Plan is an interrelated component of the proposed Eagle Vista Villas rezone and Development Agreement, the necessary basis for approving the related rezone and Development Agreement has not been established.”

REZONE

Sample Motion for Approval

“I move to adopt Ordinance CO 26-____, rezoning the approximately 6.29 acres identified in the ordinance from Rural Residential (RR-1) to R1-8, based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan and the Eagle Vista Villas Development Agreement.”

Sample Motion for Approval with Conditions

“I move to adopt Ordinance CO 26-____, rezoning the approximately 6.29 acres identified in the ordinance from Rural Residential (RR-1) to R1-8, based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan and the Eagle Vista Villas Development Agreement and subject to the following additional conditions:

1. [State additional condition.]
2. [State additional condition.]
3. Any condition affecting the use or development of the Rezone Area shall be incorporated into the final Development Agreement, approved plans, or other applicable approval documents before execution and recording.”

Sample Motion for Denial

“I move to deny the requested rezone of approximately 6.29 acres from Rural Residential (RR-1) to R1-8, based upon the following findings:

1. [State finding supporting denial.]
2. [State finding supporting denial.]

3. The applicant has not demonstrated that the requested rezone is consistent with the Morgan County General Plan, Morgan County Code, the surrounding development pattern, or the public health, safety, and welfare.
4. Because the rezone is an interrelated component of the proposed Joint Conceptual Development Plan and Development Agreement, the necessary basis for approving the related Eagle Vista Villas Development Agreement has not been established.”

DEVELOPMENT AGREEMENT AND COMMERCIAL REDUCTION

Sample Motion for Approval

“I move to adopt Ordinance CO 26-____, approving the Eagle Vista Villas Development Agreement and the reduction in the commercial allocation authorized under Morgan County Code § 155.266(D), based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan and the related rezone.”

Sample Motion for Approval with Conditions

“I move to adopt Ordinance CO 26-____, approving the Eagle Vista Villas Development Agreement and the reduction in the commercial allocation authorized under Morgan County Code § 155.266(D), based upon the findings stated in the staff memorandum dated July 21, 2026, conditioned upon approval and effectiveness of the Eagle Vista Villas–Gardner Development Joint Conceptual Development Plan and the related rezone and subject to the following additional conditions:

1. [State additional condition.]
2. [State additional condition.]
3. All project-wide amenities shall be completed, approved, and available for their intended use before certificates of occupancy are issued for more than 50% of the dwelling units approved within the first phase of the Project.
4. The final Development Agreement shall be revised to incorporate all conditions imposed by the Commission.
5. The County Attorney may approve nonsubstantive revisions necessary to conform the final Development Agreement and its exhibits to the Commission’s approval.
6. The Development Agreement shall not be executed or recorded until the County Attorney determines that the final Agreement and exhibits accurately incorporate the Commission’s conditions.”

Sample Motion for Denial

“I move to deny the Eagle Vista Villas Development Agreement and the requested reduction in the commercial allocation under Morgan County Code § 155.266(D), based upon the following findings:

1. [State finding supporting denial.]
2. [State finding supporting denial.]
3. The applicant has not demonstrated that application of the commercial allocation otherwise required by the Town Center Zone would be unworkable or would result in a less cohesive development pattern.
4. The Commission does not find that the proposed amenities, dedications, housing mix, infrastructure improvements, or other proposed benefits are sufficient to support the requested reduction in the commercial allocation.
5. The Commission does not find that the proposed benefits exceed the requirements otherwise applicable to development of the property to a degree sufficient to justify the requested commercial reduction.
6. The proposed Development Agreement does not establish the proposed benefits with sufficient certainty, specificity, or enforceability to support the requested commercial reduction.
7. Because the Development Agreement and commercial reduction are interrelated components of the Joint Conceptual Development Plan and rezone, the overall integrated approval framework proposed for the Project cannot be approved as presented.”

SUPPORTING INFORMATION

Exhibit A: Vicinity Map

Exhibit B: Current Zoning Map

Exhibit C: Proposed Zoning Map Showing the Approximately 6.29-Acre Rezone Area

Exhibit D: Legal Description of the Property Subject to the Development Agreement

Exhibit E: Legal Description of the Approximately 6.29-Acre Rezone Area

Exhibit F: Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan

Exhibit G: Eagle Vista Villas Development Agreement, Including All Exhibits

Exhibit H: Development Program and Housing-Type Plan

Exhibit I: Amenities, Open-Space, and Trail Plan

Exhibit J: Cottonwood Creek Trail and Public-Access Plan

Exhibit K: Fire-Station Parcel Exhibit

Exhibit L: April 21, 2026 Amendments to Morgan County Code § 155.266 and the Town Center Design Standards

Exhibit M: March 21, 2023 M&D Nelson Rezone Approval and Related Zoning Exhibit

Exhibit N: Planning Commission Staff Report, Recommendation, and Meeting Minutes

Exhibit O: Public Comments and Applicant Responses, if any

Exhibit P: Agency and Technical Review Comments, if applicable

Exhibit Q: Proposed Ordinance Approving the Joint Conceptual Development Plan

Exhibit R: Proposed Ordinance Rezoning Approximately 6.29 Acres from RR-1 to R1-8

Exhibit S: Proposed Ordinance Approving the Eagle Vista Villas Development Agreement and Requested Commercial-Allocation Reduction

[illegible]

MOUNTAIN GREEN CITY, MORGAN COUNTY
11/8/2024

Eagle Vistas
Joint Conceptual Plan; Rezone; DA
July 21, 2026
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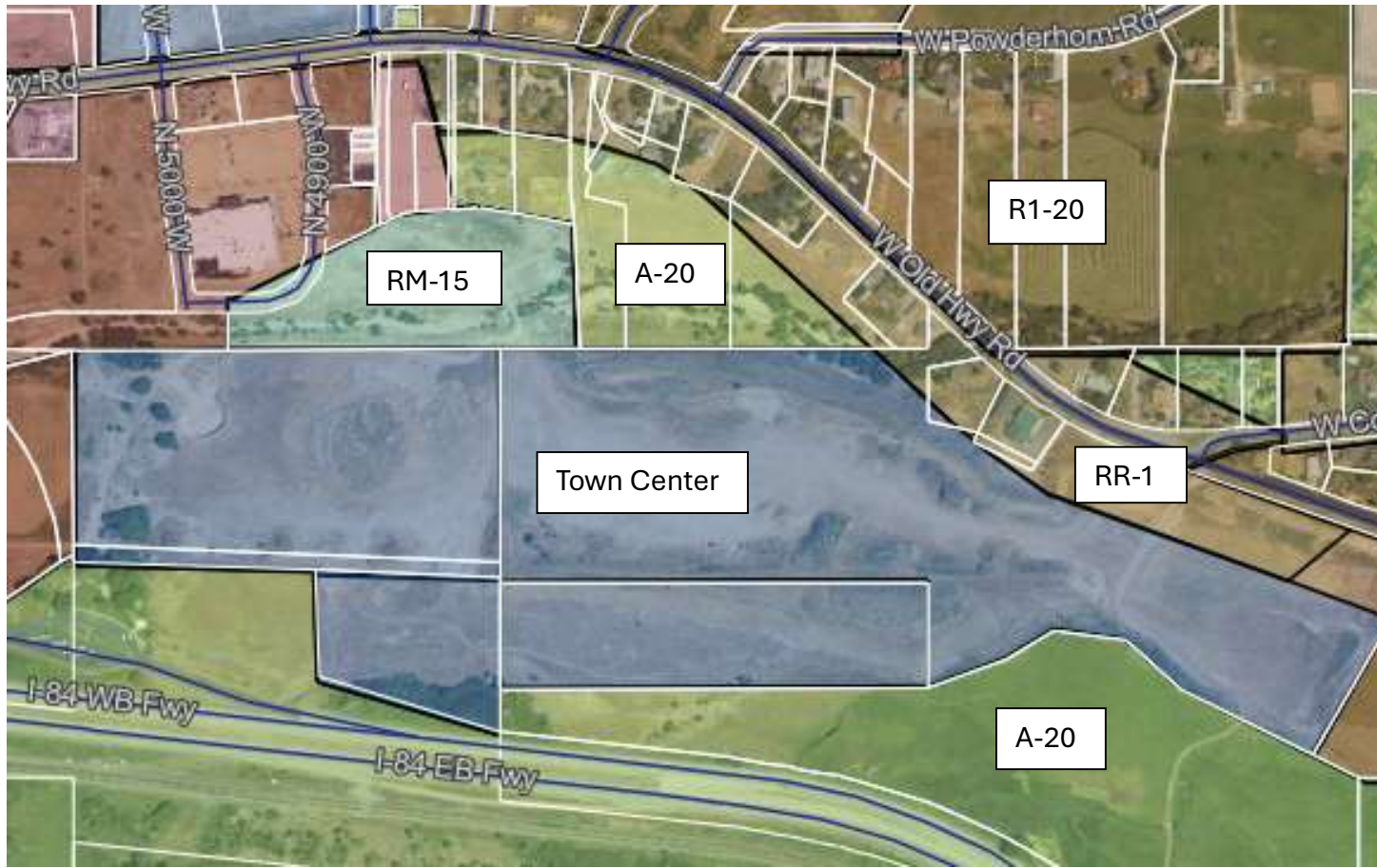


Exhibit C: Proposed Zoning Map Showing the Approximately 6.29-Acre Rezone Area



Exhibit D: Legal Description of the Property Subject to the Development Agreement

A parcel of land located in all Section 25, Township 05 North, Range 01 East, Salt Lake Base and Meridian, located in Morgan County, Utah, being more particularly described as follows:

Beginning at a point N89°38'55"E 1331.96 feet along the Quarter Section line from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence along said quarter Section Line N 89°38'55" E 1,320.26 feet; thence along the northerly line of Cottonwood Creek N 73°05'20" E 119.65 feet to the westerly right-of-way line of Old Highway Road; thence along said right-of-way line S 47°29'33" E 71.21 feet; thence S 76°00'00" W 176.10 feet; thence South 161.30 feet; thence S 75°40'00" E 167.73 feet; thence S 25°59'18" W 32.12 feet; thence S 62°36'30" E 198.05 feet; thence N 35°55'46" E 190.17 feet to the southerly right-of-way line of Old Highway Road; thence along said right of way line the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet a distance of 184.74 feet through a central angle of 10°38'02" Chord: S 65°22'26" E 184.48 feet; (2) thence S 70°40'00" E 1,022.71 feet to the westerly line of that Warranty Deed recorded February 25, 2004 as Entry No. 095215 in the Morgan County Recorder's Office; thence along said Warranty Deed S 30°27'00" W 715.74 feet; thence N 63°40'00" W 467.79 feet; thence N 47°46'00" W 231.80 feet; thence N 82°00'00" W 225.00 feet; thence S 60°31'29" W 203.90 feet; thence S 69°02'00" W 216.83 feet to the easterly line of Parcel 1 described in the Special Warranty Deed recorded January 05, 2018 as Entry No. 143682 in the Morgan County Recorder's Office; thence along said easterly line of parcel 1 N 00°11'13" E 327.26 feet; thence West 1,330.72 feet to the easterly line of Parcel 2 in the aforementioned Special Warranty deed; thence along said easterly line of Parcel 2 line N 00°05'24" E 705.14 feet to the point of beginning.

Containing 43.15 acres, more or less.

Exhibit E: Legal Description of the Approximately 6.29-Acre Rezone Area



**LEGAL DESCRIPTION
PREPARED FOR
BCP DEVELOPMENT INC
MORGAN CITY, UTAH**

April 7, 2026
24-0378
LA

RR-1 ZONE - LEGAL DESCRIPTION

A part of the Southeast Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, located in Morgan City, Morgan County, Utah, being more particularly described as follows:

Beginning on the Southerly right-of-way line of Old Highway Road, said point also being located N89°38'55"E 4212.97 feet along the Quarter Section line and S0°21'05"E 649.76 feet from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence S30°27'00"W 229.58 feet; thence N70°30'36"W 1,101.61 feet; thence along the arc of a curve to the left with a radius of 250.00 feet a distance of 83.45 feet through a central angle of 19°07'28" Chord: N80°04'20"W 83.06 feet; thence N89°38'04"W 8.17 feet; thence N00°21'56"E 77.46 feet to the Southerly right-of-way of the Old Highway Road; thence along said right-of-way line the following two (2) courses: (1) N35°55'46"E 190.17 feet; (2) thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet (radius bears: N29°56'34"E) a distance of 184.74 feet through a central angle of 10°38'02" Chord: S65°22'26"E 184.48 feet; thence S70°40'00"E 1,022.71 feet to the point of beginning.

Containing 273,993 square feet or 6.29 acres, more or less.

Exhibit F: Eagle Vista Villas/Gardner Development Joint Conceptual Development Plan

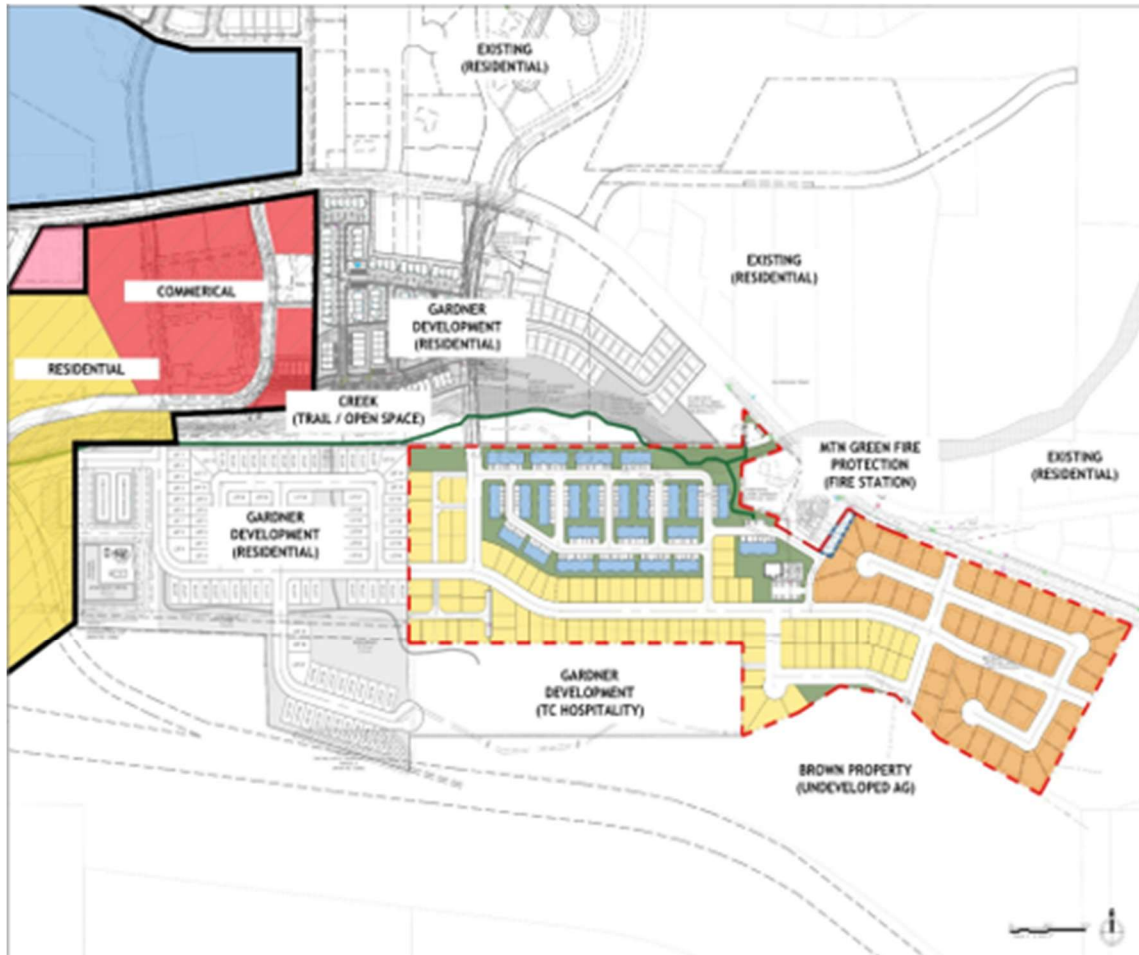


Exhibit G: Eagle Vista Villas Development Agreement, Including All Exhibits

WHEN RECORDED RETURN TO:

BCP DEVELOPMENT, INC.

Attn: Peter Evans

300 S 1350 E St. 2nd Floor

Lehi, UT 84043

Affects Tax Parcel Nos.: 00-0003-3728, 00-0064-0208

DEVELOPMENT AGREEMENT

EAGLE VISTA VILLAS

This Development Agreement ("**Agreement**") is entered into as of July __, 2026 ("**Effective Date**") by and between MORGAN COUNTY, (the "**County**"), a political subdivision of the State of Utah and BCP DEVELOPMENT, INC., a Utah limited liability company and its successors, assigns, and transferees as permitted pursuant to this Agreement (the "**Developer**"), as the developer of a mixed-use project known as Eagle Vista Villas (the "**Project**") to be developed on approximately 44 acres of real property located within the unincorporated boundaries of Morgan County, Utah, as more fully described in **Exhibit A**, attached hereto and incorporated hereby by this reference ("**Property**") in accordance with and pursuant to this Agreement. Developer and the County are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

- A. Developer owns the Property as more fully described in **Exhibit A**. Developer represents that it is the sole legal and equitable owner of the Property.
- B. On April 21, 2026, the County Commission approved an amendment to Section 155.266 of the Morgan County Land Use Code ("**County Code**") and the Town Center Design Standards which will facilitate development of the Project.
- C. At the request of Morgan County Commission, and in accordance with §155.266 B(4) and §155.404–424 of the County Code, the Developer together with the owner of the adjacent Gardner Development Town Center property submitted a Joint Concept Plan ("**Conceptual Plan**") for the coordinated planning and development of their respective Town Center properties; and after appropriate public hearings, the County Commission approved the Conceptual Plan on _____, 2026, Resolution No. _____. The approved Conceptual Plan is attached hereto as **Exhibit B** and by this reference incorporated herein.
- D. The Developer also owns an adjacent parcel consisting of approximately 6.29 acres ("**Rezone Area**") that is currently zoned Rural Residential (RR-1) and is not presently located within the Town Center zoning district. At the request of the Morgan County Commission, the Developer agreed to include the adjacent parcel as part of the overall Project in order to provide a detached single-family

residential transition between the Town Center development and surrounding development. To accomplish that objective, the Developer has applied to rezone the adjacent parcel from RR-1 to R1-8, (“**Rezone**”) as depicted on Exhibit D, which rezone is intended to be considered and approved contemporaneously with this Agreement as an integral component of the overall Project.

- E. The Parties acknowledge that approval of the Conceptual Plan, approval of the Rezone, and approval of this Agreement are intended to occur concurrently and constitute interrelated components of the overall approval of the Project. Approval of any one of these actions is expressly conditioned upon approval of the others.
- F. Upon approval, the County finds that the Project, including the approved Conceptual Plan, the Rezone, and this Agreement, is consistent with the Morgan County General Plan, the County Code, applicable Utah law, and the approvals granted concurrently herewith. The County further finds that the Project satisfies the requirements of § 155.266 of the County Code, including the findings necessary to approve the reduction in the commercial allocation.
- G. The County further finds that the Project provides substantial, measurable, and enforceable public benefits that support the reduction in the commercial allocation approved herein and materially exceed those that would otherwise be achieved through strict compliance with the Town Center Zone requirements. Such public benefits include, without limitation, dedication of land for a future fire station, dedication of public trail property, construction and enhancement of regional trail connections, construction of recreational amenities, provision of a broader mix of housing types, including detached single-family residences, and implementation of coordinated development patterns that promote connectivity, compatibility, and cohesive development within the Town Center area and surrounding properties.
- H. This Agreement is entered into pursuant to the County Land Use, Development, and Management Act, Utah Code Title 17, Chapter 79 (the “**Act**”).
- I. Developer and County have cooperated in the preparation of this Agreement.
- J. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of §17-79-102(a) of the Act.
- K. The proposed development of the Property is designed to further the goals and objectives of the County, provide public benefits, and implement the long-range planning vision of the General Plan. The provisions of this Agreement are intended to promote public health, safety, and welfare and advance the policies of the County pursuant to County Code §155.530.
- L. Developer and County enter into this Agreement to define certain standards, clarify expectations, and establish enforceable commitments associated with the development of the Property and Project.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Developer hereby agree to the following:

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS

1.1 Incorporation.

The foregoing Recitals and all attached Exhibits are hereby incorporated into this Agreement.

1.2 Conceptual Plan

The approved Conceptual Plan, attached as Exhibit B, is incorporated into this Agreement and is binding upon the Developer and all successors, assigns, and subsequent owners of any interest in the Property. The Conceptual Plan shall run with the Property to the extent applicable to the Property and shall govern the coordinated planning and development of the Property as provided in this Agreement.

The Parties acknowledge that the Conceptual Plan also applies to other property subject to separate development agreements approved by the County. Each development agreement shall govern only the property to which it applies, and nothing in this Agreement shall impose upon the Developer responsibility for the obligations of any other property owner or make the Developer responsible for another property owner's default under a separate development agreement.

2. ZONING, PERMITTED USES, AND PLAT APPROVAL

2.1 Zoning and Permitted Uses.

The Property is currently zoned Town Center District (“TC”) and Rural Residential (“RR-1”). The Property is also subject to the Town Center Design Standards set forth in §§ 155.265 through 155—270 of the County Code. Following approval of the Rezone contemplated by this Agreement, the Property shall consist of (TC and R1-8 zoning districts as shown on the approved exhibits.

2.2 Preliminary and Final Plats.

The Developer shall obtain approval of all preliminary and final plats required for development of the Property in accordance with §§ 155.405 through 155.424 of the County Code.

2.3 Completion Assurances.

Developer shall provide improvement completion assurance for all required public improvements in accordance with Land Use Code § 155.420 and as set forth in Section 11.3 of this Agreement. No third party, including lot purchasers, shall have rights as a third-party beneficiary under any improvement completion assurance.

2.4 Building Permits.

Following recordation of a final plat(s), the Developer may sell lots and apply for building permits in accordance with state and local law. The County shall issue building permits only after compliance with applicable state law, this Agreement, approved plats, and all required public infrastructure requirements. The County shall not withhold, suspend, or deny any building permit unless (i) Developer is in material default under this Agreement, (ii) the County has provided written notice describing the default in reasonable detail, (iii) Developer has failed to timely cure such default following the applicable cure period, and (iv) the default materially and

adversely affects the public health, safety, or welfare or the Developer's legal entitlement to the requested permit. Any withholding or suspension of permits shall be limited to the minimum extent reasonably necessary to address the specific default and shall not affect permits for any lot, phase, or portion of the Project that is not directly impacted by the default. Nothing in this Section shall authorize the County to delay or deny permits for reasons unrelated to the specific uncured default or otherwise inconsistent with applicable law.

3. REZONE OF PORTION OF THE PROPERTY

3.1 Rezone Authorization and Agreement.

In reliance upon the commitments and public benefits provided by Developer under this Agreement, and as a material inducement to Developer's entry into this Agreement, contemporaneously with approval of this Agreement, the County Commission shall consider the proposed Rezone of approximately Rezone Area of the Property from RR-1 to R1-8 as depicted on **Exhibit D**. The County expressly agrees that the Rezone is consistent with the General Plan, the County Code, the Conceptual Plan, and the Act, and that approval of the Rezone is necessary to allow development of the Project as contemplated by this Agreement.

3.2 Relationship to Agreement.

The Rezone, Conceptual Plan, and this Agreement are intended to function together as an integrated approval framework for the Project. The rights and obligations established by this Agreement are based upon approval of the Rezone and Conceptual Plan.

3.3 Effect of Rezone.

Upon the effective date of the Rezone ordinance, the Rezone Area shall be governed by the standards applicable to the R1-8 zoning district, together with the applicable provisions of this Agreement and the approved Conceptual Plan.

3.4 Consistency with Approved Development.

Upon adoption of the Rezone, the Rezone Area shall be governed by the development standards, permitted uses, density, and limitations set forth in this Agreement and the R1-8 zoning district, as modified or supplemented herein. In the event of a conflict between the generally applicable provisions of the R1-8 zoning district and the specific development standards established by this Agreement, the provisions of this Agreement shall control to the maximum extent permitted by applicable law.

3.5 Scope of Rezone.

The Rezone shall apply solely to the Rezone Area and shall not alter zoning applicable to other portions of the Property. The Rezone Area may not be reduced or modified without Developer's prior written consent and a formal amendment approved by the County Commission.

3.6 Vesting.

Upon the effective date of the Rezone ordinance, the zoning and development rights associated with the Rezone Area shall constitute vested rights under this Agreement, subject only to the terms, conditions, and limitations expressly set forth herein and applicable state law.

4. APPROVED USE, DENSITY, AND DEVELOPMENT STANDARDS

4.1 Property Subject to Agreement.

The Property subject to this Agreement is legally described in **Exhibit A** attached hereto. No additional property shall be added to or removed from this Agreement except with written amendment by the Parties.

4.2 Approved Use, Density, Commercial Allocation and Required Findings.

Developer shall be entitled to and is vested with the right to develop and construct up to two hundred sixty-seven (267) “dwelling units”. The minimum commercial development required within the Project shall be zero (0) square feet of commercial floor area as depicted on the approved Conceptual Plan. For purposes herein, the term “dwelling unit” shall mean any building or portion thereof lawfully used or intended for residential occupancy, including single-family residence, townhomes, condominiums and multi-family dwelling units. The approved residential density, housing mix, commercial development, open space, amenities, trails, and land dedications depicted on the approved Conceptual Plan are incorporated into this Agreement and constitute the approved development program for the Property. The County approves a commercial allocation for the Project that is less than the commercial allocation otherwise required by §155.266(C). The County further finds, based upon substantial evidence contained in the legislative record, that the approved reduction satisfies the requirements of §155.266(D), including the following finds:

(a) Due to the location, configuration relationship to existing and planned commercial areas, circulation patterns, connectivity, and surrounding development patterns, strict application of the commercial allocation requirement would result in less cohesive Town Center development and could create isolated commercial areas not integrated with other commercial development;

(b) The approved development pattern, together with the public benefits secured through this Agreement, provides a substantially greater and more durable benefit to the County and the Town Center area than strict compliance with the commercial allocation requirement;

(c) Public benefits supporting the reduction include the measurable and enforceable public benefits secured by this Agreement, including, without limitation, dedication of land for a future public fire station, regional trail connectivity and public trail dedications, enhanced recreational amenities, infrastructure and connectivity improvements, provision of diverse housing types including detached single-family residences, landscaping and buffering, and the additional public benefits described in Sections 4.3 through 4.8 and Article 5 of this Agreement.

4.3 Diversity of Housing Types.

As a material public benefit supporting the approved reduction in the commercial allocation, and as a housing type not otherwise required within the TC Zone, Developer shall provide within the Project a diversity of housing types and development patterns designed to serve a range of households, including first-time buyers, move-up buyers, and residents seeking to reduce home and yard maintenance. The Project is anticipated to include the following residential product types (collectively, the “**Residential Product Types**”):

(a) **Executive and Signature Single-Family Homes.** The Executive and Signature Single-Family Home products within the development shall consist of detached, single-family residential dwelling units designed to an elevated standard of finish and architectural quality, representing the highest residential tier within the Project. The units shall feature distinctive mountain-style architecture incorporating enhanced elements such as stone, accents, articulated and pitched rooflines, and refined exterior materials and color palette intended to harmonize with the surrounding natural setting and to present a distinguished, high-quality streetscape. The homes shall offer a variety of floor plans and elevations to promote visual diversity and reinforce the executive character of the product, while maintaining a unified design theme throughout the Project consistent with the applicable design standards of the County.

(b) **Luxury Townhomes.** The townhome product within the development shall consist of attached, two-story residential dwelling units designed to a luxury standard of finish and architectural quality. The units shall feature mountain-style architecture incorporating elements such as stone, accents, pitched rooflines, and complementary exterior materials and color palette intended to harmonize with the surrounding natural setting and to present a cohesive, high-quality streetscape. The architectural design, materials, and elevations are intended to create an attractive, premium residential offering that appeals to discerning homebuyers while remaining consistent with the character of the community and the applicable design standards of the County.

All Residential Product Types shall comply with the County's Mountain Architecture requirements and the design standards established by this Agreement. The residential land use mix, densities, lot configurations, dwelling sizes, and product types depicted in the approved Conceptual Plan are intended to establish the overall character of the Project and shall be implemented through subsequent subdivision approvals. Minor adjustments to lot sizes, dwelling sizes, and configurations may occur during the preliminary and final plat process, provided such adjustments remain substantially consistent with the approved Conceptual Plan and continue to provide the diversity of housing types contemplated by this Agreement

4.4 Community Landscaping, Signage, and Buffers.

As a material public benefit supporting the approved reduction in the commercial allocation, and to enhance the character, appearance, and character of the TC portion of the Project, Developer shall provide, at Developer’s sole cost and expense, community landscaping and entry features for the Project, including street and park-strip landscaping, perimeter landscaping and buffers between differing housing types and adjacent uses, street trees along the main roadway, and monument, entry, and wayfinding signage consistent with County regulations and the County’s Mountain Architectural standards. Such landscaping, signage, and buffer

improvements shall be owned and maintained by one or more Owners Associations in accordance with recorded CC&Rs, at no cost or expense to the County.

4.5 Construction-Phase Commitments.

In addition to the public benefits provided elsewhere in this Agreement, and in recognition of the impacts of construction on existing residents and the surrounding community, Developer shall implement reasonable construction-management practices during development of the Project, including: (a) fugitive dust control measures consistent with applicable air-quality requirements; (b) designation and use of haul routes and truck-traffic management intended to minimize impacts on existing residential streets and neighboring properties; (c) observance of reasonable construction hours consistent with County requirements and applicable noise standards; and (d) maintenance of construction sites in a manner that reasonably controls mud, debris, and tracking onto public roadways. The specific measures shall be consistent with the County's applicable ordinances and any conditions of approval for the Project.

4.6 Infrastructure, Open Space Improvements Serving the Broader Town Center Area.

As a further material public benefit supporting the approved reduction in the commercial allocation, in addition to the trail improvements described in Section 6.1, Developer shall provide certain roadway, access, utility, water, and open space improvements and dedications that are designed and sized to serve not only the Project but also the broader TC area, thereby supporting the orderly, coordinated development of the TC area as a connected and cohesive district. Except as otherwise expressly provided in this Agreement, including the cost-recovery provisions applicable to oversized utility infrastructure set forth in subsection (c) below, the improvements described in Section 4.6 shall be designed and constructed by Developer at Developer's sole cost and expense.

(a) **Roadway and Access Improvements.** Developer shall design and construct roadway and access improvements within and adjacent to the Project that improve vehicular and pedestrian circulation for the TC area and that are intended to provide an improved access route for the benefit of other developments within the TC Zone. These improvements are intended to reduce the future access and circulation burden on neighboring parcels and to support the connectivity of the TC area as contemplated by the County's planning for the area. In connection with the foregoing, and as anticipated by the approved Conceptual Plan, Developer shall dedicate to the County or the applicable roadway authority such right-of-way along Old Highway Road as shown on the concept street layout attached hereto as **Exhibit E**. The specific location, configuration, and dimensions of such roadways and access improvements shall be established through the preliminary and final plat process.

(b) **Reciprocal and Cross-Access.** Developer shall grant and record such reciprocal access and cross-access easements as are reasonably necessary to provide for vehicular and pedestrian access to and from neighboring parcels, including, as applicable, the adjacent parcels currently owned by Cottonwood Meadows Holdings, Soderby LTD, Bonnie W. Brown, Bar-Z Investments, and Village at Trappers Loop LLC, thereby supporting the orderly development and connectivity

of adjacent properties within the Town Center area. The specific location, configuration, and terms of such easements shall be established through the preliminary and final plat process and the applicable access or exchange agreements.

(c) Utility Infrastructure with Broader-Area Capacity.

(i) Developer shall design and construct the culinary water, secondary (irrigation) water, and sanitary sewer facilities necessary to serve the Project in coordination with, and in accordance with the reasonable engineering standards and requirements of, the applicable culinary water, secondary water, and sewer providers and the County. The County shall reasonably cooperate with Developer and the applicable utility providers in facilitating the timely review, approval, permitting, acceptance, and dedication (where applicable) of such facilities.

(ii) Developer shall not be required to design or construct infrastructure with capacity in excess of that reasonably necessary to serve the Project unless (i) such oversizing, extension, looping, or additional capacity is specifically requested or required by the County or the applicable utility provider to accommodate future development outside the Project, and (ii) Developer is provided with a legally enforceable mechanism for reimbursement or recovery of the incremental costs attributable to such excess capacity.

(iii) To the extent any water, sewer, or related utility improvements are oversized, extended, accelerated, or otherwise constructed to provide capacity, service, or connection opportunities for properties other than the Project, Developer shall be entitled to full reimbursement of all incremental costs, including without limitation design, engineering, permitting, land acquisition, easement acquisition, construction, financing, carrying costs, administrative expenses, and reasonable attorneys' fees attributable to such additional capacity. Such reimbursement may be accomplished through one or more reimbursement agreements, recovery agreements, impact fee credits, impact fee reimbursements, latecomer agreements, system improvement agreements, development reimbursements, utility participation agreements, assessment districts, connection fee sharing arrangements, or any other legally available cost-recovery mechanism authorized under Utah law or the policies of the applicable utility provider.

(iv) The County agrees to cooperate in good faith with Developer in establishing and implementing such cost-recovery mechanism(s), including executing such agreements and taking such legislative or administrative actions as are reasonably necessary to preserve and effectuate Developer's reimbursement rights. The County shall not approve the use of excess capacity constructed and paid for by Developer to serve other property unless Developer's contractual reimbursement rights have been established or otherwise adequately protected.

(v) Nothing in this Agreement shall be construed to require Developer to permanently subsidize the cost of public infrastructure serving lands outside the Project. Developer's obligation to construct public improvements shall be limited to the

infrastructure reasonably necessary to serve the Project, together with any oversized or extended facilities for which Developer receives, or is legally entitled to receive, full reimbursement of the incremental costs attributable thereto. The failure of the County or a utility provider to establish or implement an agreed cost-recovery mechanism shall relieve Developer of any obligation to construct such oversized or excess-capacity improvements until adequate reimbursement arrangements have been made.

(vi) Nothing herein shall obligate the applicable utility provider to extend service to property outside the Project except in accordance with its applicable rules, regulations, and service policies

(d) **Water Rights and Share Dedication.** As a public benefit, Developer shall dedicate or convey to the applicable culinary water and secondary (irrigation) water providers such water rights and water shares as are legally required to serve the Project, in the quantities and through the mechanism required by the applicable provider and in accordance with applicable Utah law, thereby protecting the capacity of the existing water systems for the benefit of current and future residents of Mountain Green. The specific water rights, shares, and dedication mechanism shall be established in coordination with the applicable provider and in accordance with its water-dedication and share-requirement policies and applicable Utah law.

(e) **Shared Open Space and Regional Trail Connectivity.** The open space, trail, and pedestrian improvements provided by Developer under this Agreement, including the Cottonwood Creek Trail and the trailhead, easements, and related improvements described in Section 6.1, are intended to be publicly accessible and to provide connectivity that benefits the broader Mountain Green and TC area. Developer shall cooperate in good faith with the County in coordinating the location and configuration of these improvements so that they may be extended through, and connected to, future development and public open space within the TC area. Nothing in this Section shall be construed to obligate Developer to construct, fund, secure, or complete any trail improvement beyond those located within the Property and expressly described in Section 6.1, and the foregoing statement of intent shall not be enforceable as an affirmative obligation of Developer.

4.7 [Reserved].

4.8 Limitation on Off-Site Obligations.

Notwithstanding anything in this Article or Section 6.1 to the contrary, Developer's obligations with respect to the trail, roadway, access, utility, water, open space, and connectivity improvements and dedications described in this Agreement are limited to the design, construction, dedication, and conveyance of improvements, rights, and shares located within, or directly serving, the Project and located on or appurtenant to property owned or controlled by Developer. Developer shall have no obligation to construct, fund, secure, or guarantee any off-site trail segment, roadway, utility extension, or other improvement located on property not owned or controlled by Developer, or the completion of any improvement by any other developer or party. The foregoing limitation does not waive, and is without prejudice to, Developer's right

to a reimbursement, payback, recovery, or impact-fee-credit arrangement for oversized utility infrastructure as provided in Section 4.6(c).

4.9 Short-Term Rental Prohibition.

As a further material public benefit supporting the approved reduction in the commercial allocation, the Parties acknowledge that the preservation of the Project as a long-term residential community is a material consideration supporting the County's approval of the reduction in commercial allocation.

Short-term rentals, including nightly or transient lodging accommodations, are strictly prohibited within the legally recorded boundaries of the development and shall not be permitted under any circumstances through plat notes, covenants, or other recorded instruments. Allowed uses and development approvals shall be governed by the TC Zone and the County Code and shall proceed through subdivision and building permit approvals consistent with such regulations.

4.10 Applicability of Town Center Development Standards

Except as expressly modified by this Agreement, development of the Property shall comply with the applicable development standards of the TC Zone, including § 155.267 of the County Code, to the extent such standards are not inconsistent with the approved commercial allocation, the approved Conceptual Plan, the Rezone, or the provisions of this Agreement.

5. PROJECT AMENITIES

5.1 Project Amenities.

The Project Amenities described in this Section 5.1 constitute material public benefits supporting approval of the Conceptual Plan, the reduction in commercial allocation authorized pursuant to §155.266(D), the Rezone, and this Agreement. The Parties acknowledge that such amenities exceed minimum development requirements and form part of the consideration supporting the approvals granted herein.

(a) Developer shall construct the following resident-serving amenities (“**Project Amenities**”).

- Community clubhouse with meeting space, restrooms, and kitchen facilities.
- Community amenities (pickleball court(s) with fencing and safety features.
- Tot lot/playground.
- Covered pavilion with picnic tables.
- Landscaping and water-wise irrigation for all common areas.
- Decorative monument signage at the entrances into the Project.

The amenities described in this Section are voluntarily provided and exceed minimum County subdivision requirements for TC Zone, constituting public benefits associated with the development.

For clarity, the Project Amenities described above shall include: a community clubhouse containing a kitchen area, an open dining and gathering area, a weight room, and restroom facilities, sized sufficiently to support the number of residential and townhome units approved for the Project; two (2) pickleball courts, one (1) of which shall be open and accessible to the general public of Mountain Green, with the remaining court reserved for the use of residents of an Owners Association; a hot tub for the use of residents of the Owner's Association; a large grassed community park improved with shade trees and a children's playground; two (2) neighborhood pocket parks, each improved with seating; a continuous six-foot (6') wide sidewalk along the main roadway through the Project for safe pedestrian circulation; and a reasonable number of public parking stalls in the vicinity of the clubhouse, trailhead, and publicly accessible pickleball court to serve members of the public using the public amenities, in the quantity and configuration to be established through the site plan and subdivision approval process.

Except for the public sidewalk, the public parking stalls, and the Cottonwood Creek Trail (collectively, the "**Public Amenities**"), which shall be open to the public, the Project Amenities are reserved for the use of residents and guests of the Project. All Project Amenities, including the Public Amenities, shall be owned, operated, maintained, repaired, and replaced by one or more Owners Associations in accordance with recorded CC&Rs, at no cost or expense to the County, with the Developer responsible for maintenance until the applicable Owners Association assumes responsibility. Notwithstanding the foregoing, the County and an Owner's Association may, at the County's election and upon mutual written agreement, provide for the County to assume ownership and/or maintenance of one or more of the Public Amenities at such time as the County determines it has the resources and ability to adequately maintain them; provided that, unless and until such a transfer is completed by written agreement and the County's, an Owner's Association shall remain responsible for the ownership and maintenance of all Project Amenities, including the Public Amenities.

(b) **County Standards.** Project Amenities shall be built to County standards which are subject to permitting and plan approval. The Developer shall obtain all necessary permits, inspections, and approvals from the County and all applicable regulatory agencies prior to commencement of construction of such Project Amenities.

(c) **Design and Sizing.** Final design, sizing, and placement of the Project Amenities shall be confirmed during the final plat process; provided, however, that no material reduction in the type, function, capacity, or quality of the Project Amenities shall occur without approval of the County.

(d) **Recreational Use Liability; Change in Law; County Indemnification.**

(i) Material Inducement; Condition Precedent. The Parties acknowledge and agree that the Developer would not agree to dedicate, construct, encumber, maintain, or permit public access to the trail system, including Cottonwood Creek Trail (defined below)

(the “**Trail System**”) required by this Agreement, absent the liability protections afforded by Utah Code Ann. §§ 57-14-101 through 57-14-205 and § 57-14-401, as amended from time to time, together with any successor statutes or other laws providing substantially equivalent protections (collectively, the “**Protection Statutes**”). The continued availability and applicability of the Protection Statutes constitute a material inducement to this Agreement, a material assumption upon which this Agreement is based, and a continuing condition precedent to the Developer's and any applicable homeowners association's obligation to permit or maintain public access to the Trail System. Nothing contained in this Agreement shall be construed to require the Developer or any homeowners association or successor owner of the Trail System (collectively, the “**Trail Owner**”) to permit public access under circumstances that materially increase the liability exposure of the Trail Owner beyond that contemplated by the Protection Statutes.

(ii) Maximum Statutory Protection. The Parties expressly intend that all public use authorized under this Agreement shall qualify for the fullest liability protections available under the Protection Statutes. This Agreement shall be interpreted and administered so as to maximize the applicability of those protections, and no provision of this Agreement shall be interpreted as creating any duty of care, warranty, representation, special relationship, invitation, or assumption of liability inconsistent with the Protection Statutes.

(iii) Automatic Suspension. Upon the occurrence of a change in law to the Protection Statutes, the obligation to provide unrestricted public access shall automatically be suspended, without constituting a default under this Agreement, upon written notice from the Developer or Trail Owner to the County. During the suspension period, the Developer or Trail Owner may temporarily close the Trail System, restrict access, require permits or reservations, limit hours of operation, install gates or other access-control measures, or implement any other reasonable restrictions necessary to protect against increased liability exposure.

(iv) Renegotiation. Within thirty (30) days after notice of a change in law to the Protection Statutes, the Parties shall commence good-faith negotiations to amend this Agreement to restore, as nearly as practicable, the original allocation of risks and benefits contemplated by the Parties.

(v) County Defense and Indemnification. To the fullest extent permitted by law, the County shall defend, indemnify, and hold harmless the Developer, each Trail Owner, their affiliates, successors, assigns, members, managers, officers, directors, employees, contractors, agents, and insurers from and against any and all claims, demands, causes of action, damages, liabilities, judgments, penalties, fines, losses, costs, and expenses, including reasonable attorneys' fees and expert witness fees, arising out of or relating to public recreational use of the Trail System required by this Agreement, except to the extent finally determined by a court of competent jurisdiction to have resulted solely from the gross negligence or willful misconduct of the indemnified party. The County's

duty to defend shall arise immediately upon tender of any claim and shall be independent of its duty to indemnify.

(vi) Insurance Cost Reimbursement. If required public access results in increased insurance premiums, reduced insurance availability, increased deductibles, additional self-insured retention, or additional risk management costs, the County shall reimburse the Developer or applicable Trail Owner for such increased costs within thirty (30) days after receipt of reasonable documentation.

(vii) County Option to Assume Ownership or Operations. If a change in law to the Protection Statutes materially increases the liability associated with public use, the County may elect to accept ownership, operation, maintenance, and liability for all or any portion of the Trail System. Upon such transfer, the County shall assume all obligations associated with public access.

(viii) No Waiver of Statutory Immunity. Nothing contained in this Agreement shall constitute: (a) a waiver of any statutory immunity or defense; (b) an assumption of any duty beyond those imposed by applicable law; (c) an admission that the Trail System is safe or suitable for any particular use; or (d) a dedication creating duties inconsistent with the Protection Statutes.

(ix) Failure to Reach Agreement. If the Parties have not executed an amendment within one hundred twenty (120) days after the occurrence of a change in law to the Protection Statutes, the Developer or applicable Trail Owner may permanently discontinue public access to the extent reasonably necessary to eliminate the materially increased liability exposure, and such discontinuance shall not constitute a breach or default of this Agreement.

(x) Covenant Running with the Land. This Section shall run with the land and shall bind and benefit the County, the Developer, all successors and assigns, and each present and future owner or homeowners association owning or maintaining any portion of the Trail System.

5.2 Amenity Phasing and Completion Schedule.

Developer shall complete the Project Amenities in accordance with the following schedule.

(a) **Community Amenities.** The Community Clubhouse, Pickleball Court, Tot Lot/Playground, and Covered Pavilion with Picnic Tables shall be completed and available for use no later than six (6) months following the issuance of Certificates of Occupancy for fifty percent (50%) of the approved dwelling units within the Development.

(b) **Parks, Green Space, Landscaping, and Irrigation.** Parks, green space, landscaping, and irrigation improvements serving a phase of the Development shall be completed prior to final acceptance of public improvements for that phase, unless otherwise approved by the County.

(c) **Trail Connections.** Trail connections required by this Agreement, the approved Conceptual Plan, or applicable subdivision approvals shall be completed within each phase of the

Development prior to final acceptance of public improvements for that phase, unless otherwise approved by the County.

(d) **Decorative Monument Signage.** Decorative monument signage at project entrances shall be installed prior to issuance of the first Certificate of Occupancy within the Development, unless otherwise approved by the County.

(e) **Final Completion.** All Project Amenities shall be fully completed no later than the issuance of Certificates of Occupancy for seventy-five percent (75%) of the approved dwelling units within the Development.

5.3 No Substitution Without Approval.

Subject to Section 5.1(d), no Project Amenity identified in this Agreement may be eliminated, materially reduced, relocated, or substituted without written approval of the County. In reviewing any proposed modification, the County may consider whether the proposed change would materially affect the public benefits supporting approval of the Conceptual Plan, reduction in commercial allocation, Rezone, or this Agreement.

5.4 Aviation Easement.

All final plats shall include an aviation easement in favor of the County Airport for aircraft operations in airspace over the Property.

6. DEDICATION OF TRAIL OPEN SPACE AND LAND FOR FIRE DEPARTMENT

6.1 Trail Open Space Dedication.

Developer shall design, construct, and make available for public use a paved pedestrian trail along the Cottonwood Creek corridor (the “**Cottonwood Creek Trail**”) as shown on the Conceptual Plan, and as depicted on **Exhibit F**, at Developer’s sole cost and expense, together with the related improvements described below. The Cottonwood Creek Trail shall be a six-foot (6’) wide asphalt trail constructed by Developer across property owned by Developer, at the location shown and depicted on **Exhibit F**, and shall include a trailhead access point off of Old Highway Road as shown in the Conceptual Plan, providing public pedestrian access, together with benches and shaded rest areas for the use and enjoyment of the public. The Cottonwood Creek Trail and related trail improvements shall be retained in private ownership and shall be open and accessible to the general public. In lieu of dedication of the underlying land to the County, Developer shall dedicate to the County, or grant for the benefit of the public, a public-access easement over Cottonwood Creek Trail, in a form reasonably and mutually acceptable to the Parties and recordable against the Property, sufficient to provide for public access to and maintenance of the Cottonwood Creek Trail. The County acknowledges that the construction and public dedication of the Cottonwood Creek Trail and related improvements will result in

significant planning and economic benefits consistent with Section 155.266(D)(3) of the County Code.

6.2 Maintenance of Cottonwood Creek Trail.

The Cottonwood Creek Trail, the trailhead, and the related trail improvements shall be owned, maintained, repaired, and replaced by one or more Owners Associations in accordance with recorded CC&Rs, at no cost or expense to the County, while remaining open and accessible to the public. The public-access requirement for the Cottonwood Creek Trail is based, in part, upon the liability protections afforded to private property owners under Utah's Protection Statutes. In the event such statutory protections are repealed, materially limited, or judicially determined to be unavailable to Developer or the Owners Associations for public use of the trail, Developer and/or the Owners Associations shall have the rights set forth in Section 5.1(d) of this Agreement.

6.3 Fire Department Dedication.

Developer shall dedicate to the County, or its designated fire protection provider, a parcel of real property identified as Parcel "FD" on the Joint Concept Plan and as depicted on **Exhibit G** (the "**FD Parcel**"). The final dimensions and area of the FD Parcel shall be established by a record of survey and legal description prepared by a licensed surveyor and approved by the County prior to conveyance, consistent with the location and configuration depicted on the Conceptual Plan and **Exhibit G**. The FD Parcel shall be conveyed by special warranty deed, free and clear of all liens and encumbrances, subject to zoning laws, rules and regulations, all reservations, easements, covenants, conditions, restrictions, encumbrances, and other rights or interests of record. Conveyance shall occur upon recordation of the first final plat for Phase 1. The County acknowledges that dedication of the FD Parcel will result in significant planning and economic benefits to the County and its residents and are consistent with the eligible public benefits enumerated in Section 155.266(D)(3) of the Land Use Code.

6.4 Tax Benefits.

The County acknowledges that Developer may seek tax benefits by reason of conveying and/or construction the Cottonwood Creek Trail and FD Parcel. Developer shall have sole responsibility to claim and qualify for any such tax benefits. The County shall reasonably cooperate, to the extent permitted by applicable law, in executing documents reasonably requested by the Developer to support any lawful application for such tax benefits, provided the County incurs no cost or liability in doing so.

7. CC&RS AND OWNER ASSOCIATION(S)

7.1 Establishment.

At the time of final plat review and approval, Developer shall record one or more declarations of conditions, covenants and restrictions regarding certain aspects of design and construction on the Property as amended from time to time ("**CC&R's**"). As more fully set forth in the CC&Rs, Developer shall create and establish one or more owner association(s) ("**Owner Associations**"),

which shall be responsible for the implementation and enforcement of the CC&Rs, any building design standards, including but not limited to architectural reviews, open space, common areas, Cottonwood Creek Trail maintenance and private street maintenance. Recordation of the CC&Rs and creation of such Owner Associations shall be required at the time of final plat review and approval. County shall not be responsible for the implementation or enforcement of any such CC&Rs.

7.2 Amendment.

The CC&Rs may be amended by the processes specified in the CC&Rs without any requirement of approval of such amendments by County.

7.3 Association(s) Funding and Financial Requirements — Utah State Code Compliance.

The Associations shall be organized, funded, and operated in compliance with the Utah Community Association Act, Utah Code Ann. §§57-8a-101 et seq.

7.4 CC&Rs Consistent with Agreement.

The CC&Rs and all other governing documents of an Owners Association shall remain consistent with this Agreement. No amendment to the CC&R's and governing documents shall eliminate, materially reduce, or impair any obligation of the Owner Associations imposed by this Agreement without the prior written reasonable approval of the County staff.

8. VESTED RIGHTS AND LEGISLATIVE AUTHORITY

8.1 Vested Rights.

To the maximum extent permitted by applicable law, the Parties intend that this Agreement grants the Developer vested rights to develop the Property in accordance with the terms of this Agreement, the approved Conceptual Plan, the Rezone, and the approvals granted hereunder. Except as expressly provided in this Agreement or otherwise required by applicable law, the County shall not modify or impair those vested rights. The Parties intend that the rights granted by this Agreement constitute vested land use rights under Utah Code § 17-79-803 and applicable Utah common law. Such vested rights shall be governed by the land use ordinances, regulations, and other applicable laws in effect on the Effective Date, except as otherwise provided herein or required by applicable law.

8.2 Reserved Legislative Powers.

Nothing in this Agreement shall be construed as limiting the County's legislative authority or police powers by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Property and Project as provided herein.

Notwithstanding the foregoing, any proposed change affecting the vested rights of the Property

shall be of general application to all development activity in the County; and, unless the County declares an emergency, Developer shall be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine. This Agreement is not intended to and does not bind the County Commissioners in the independent exercise of its legislative discretion with respect to such zoning regulations.

9. FURTHER APPROVALS

9.1 Subdivision, Plat Approval, and Compliance with Design Conditions.

Developer expressly acknowledges and agrees that nothing in this Agreement will be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of final plat(s) as set forth herein and in the Land Use Code.

9.2 Timeliness.

Where further approvals by the County are required under this Agreement or applicable law, the Parties shall cooperate in good faith to facilitate the timely processing of applications. The County shall process complete applications in accordance with the procedures and timeframes established by the County Code and applicable law, and the Developer shall timely provide all information reasonably required to process such applications.

10. PUBLIC IMPROVEMENTS, SUBDIVISION PHASING, AND WARRANTY

10.1 Construction of Public Improvements.

All public improvements located within the Property and Project will be constructed and installed at the Developer's sole expense in accordance with applicable final plat(s) (including the approved construction drawings and specifications), this Agreement, and applicable law.

10.2 Inspection and Acceptance.

Following Developer's written request for inspection and certification that the improvements are substantially complete, as soon as reasonably practicable, but in no event more than thirty (30) days after completion of the public improvements, and at a time mutually agreed upon by the Parties, the County shall inspect the public improvements to determine whether the public improvements have been constructed in substantial compliance with the approved plans, specifications, this Agreement, and applicable County standards (the "**Inspection**"). As soon as reasonably practicable, but in no event more than thirty (30) days after the Inspection, the County shall provide to Developer: (a) a list of items failing to meet plans and specifications (the "**Correction List**"); or (b) written acknowledgment that the public improvements are accepted by the County. The County shall not unreasonably withhold, condition, or delay acceptance of public improvements that comply with this Agreement, the approved plans and specifications, and applicable County standards. County acceptance of public improvements shall not constitute a waiver of latent defects, defective workmanship, defective materials, fraud, or the Developer's warranty obligations under this Agreement.

10.3 Improvement Completion Assurance.

Prior to recordation of a final plat for any phase, Developer shall enter into an improvement completion agreement and post improvement completion assurance (“**Completion Assurance**”) in accordance with County Code § 155.420. The Completion Assurance shall equal one hundred ten percent (110%) of the County Engineer’s estimated cost of the improvements to be installed, and shall otherwise be subject to the terms, reductions, and warranty obligations set forth in § 155.420 of the County Code.

Consistent with § 155.420(C) of the County Code, the County may accept any of the following three forms of financial Completion Assurance: (1) funds deposited directly with the County Treasurer; (2) a letter of credit; or (3) an escrow agreement and escrow account deposited with a County-approved third-party, federally insured financial institution. The letter of credit and escrow account options shall be subject to the conditions set forth in § 155.420(C) of the County Code. The form of Completion Assurance shall be approved by the County Attorney, the County Treasurer, and the County Engineer.

10.4 Roadways.

Private roads shall be designed and constructed per County standards and cross-sections as shown on **Exhibit D** attached hereto. The County is not responsible for maintenance of private roads. All private roads within the Project shall remain privately owned and shall be operated, maintained, repaired, and replaced by one or more Owner Associations at no cost or expense to the County.

10.5 Utilities.

Developer shall design, construct, and install all sewer, culinary water, secondary (irrigation) water, stormwater, and other utility infrastructure required to serve the Project in accordance with the approved construction plans, this Agreement, the requirements of the applicable utility providers, and applicable County standards. All utility improvements shall be subject to inspection and acceptance by the applicable utility provider and, where applicable, the County.

10.6 Subdivision Phasing.

The County acknowledges that the Project is anticipated to be developed in multiple phases, with sequencing subject to market conditions, infrastructure installation, and County approvals. The Developer may submit multiple preliminary and final plat applications from time to time to develop and/or construct portions of the Project in phases consistent with Chapter 155.415–424 of the County Code and Utah Code Ann. §17-79-704. The following phasing standards shall apply:

(a) **Phase Submittals.** Each phase shall be submitted as a separate preliminary and final plat application identifying the lots, common areas, public improvements, and amenities proposed within that phase.

(b) **Infrastructure Sequencing.** Public infrastructure required for each phase shall be constructed and completed in accordance with approved construction drawings and County standards prior to issuance of building permits or certificates of occupancy for that phase.

(c) **Completion Assurance Per Phase.** The Developer shall provide Completion Assurance in an amount equal to one hundred ten percent (110%) of the engineer-approved cost of all required public improvements not yet installed at the time of plat recordation for each respective phase.

(d) **Amenity Phasing.** Project Amenities shall be phased and completed in accordance with the schedule set forth in Section 5.2.

(e) **Phase Independence.** Each final plat phase shall be capable of standing alone as a functional subdivision with adequate access, utilities, and required improvements, without dependency on improvements in a future phase, unless otherwise approved in writing by the County.

(f) **Phase Modifications.** Minor modifications to phasing boundaries or sequencing that remain substantially consistent with the approved Conceptual Plan may be approved administratively by the County. Material modifications shall require amendment of this Agreement or such additional approvals as required by the County Code.

10.7 Improvement Warranty for Subdivisions — Utah State Code Compliance.

Upon the County's initial acceptance of the public improvements, and in compliance with Utah Code Ann. §17-79-707 and applicable County Code standards, the Developer shall provide the following warranty assurances:

(a) **Warranty of Improvements.** Developer warrants that all public improvements installed within the subdivision are constructed in accordance with the approved plans and specifications, are free from defects in materials and workmanship ("**Improvement Warranty**"), and will remain in satisfactory condition for a period of one (1) year from the date of the County's written acceptance (the "**Warranty Period**"), consistent with the minimum warranty requirement under Utah Code Ann. §17-79-707.

(b) **Defect Notification and Cure.** If the County identifies any material defect during the Warranty Period, the County shall provide written notice to Developer specifying the nature and location of the defect. Developer shall commence cure within thirty (30) days of receipt of such notice and shall diligently complete all necessary repairs. If Developer fails to commence or complete the required cure within the time specified, the County may draw upon the warranty security to perform or cause the repairs to be performed.

(c) **Release of Warranty Security.** Upon expiration of the Warranty Period and written confirmation by the County Engineer that all identified defects have been corrected, the County shall release the warranty security to Developer within thirty (30) days. The County shall not unreasonably withhold or delay such release.

(d) **Third-Party Beneficiaries.** No lot purchaser or other third party shall have rights as a third-party beneficiary under the Improvement Warranty or warranty security. All warranty obligations run solely between Developer and the County.

11. TERM AND MISCELLANEOUS PROVISIONS

11.1 Term.

This Agreement shall remain in effect for fifteen (15) years from the Effective Date unless terminated or amended in writing. The term may be extended by mutual written agreement of the Parties, subject to approval by the Morgan County Commission.

11.2 County Fees.

Developer acknowledges that County fees may increase in accordance with applicable law.

11.3 Construction Standards.

Construction standards for all portions of the development of the infrastructure for the Property will be governed by the most current edition of the County Code, the Utah State Building, Plumbing, Mechanical, Electrical Codes, current engineering standards and the International Building Code as enforced by the County as the primary governing agency, at the time of application for building permit. No part of this Agreement will be deemed to supersede these standards. Developer will be required to comply with all conditions necessary for the issuance of a building permit, including, without limitation, any bonding or guaranty requirements generally applied by the County.

11.4 Dedication of Public Infrastructure.

Following the recording of respective final plat(s), and except to the extent otherwise expressly set forth in this Agreement, Developer agrees to dedicate and convey to the County by special warranty deed or by plat dedication, at no cost to the County and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the Parties (excluding any monetary liens or encumbrances), any areas designated in the final plats to be used as roadways, storm water detention basins, parks open to the general public, and amenities open to the general public, in order to assure use of the land consistent with the policies, goals, and objectives of the General Plan. All such parcels will be conveyed at the time of recordation of respective final plat(s). Upon dedication, the County agrees to operate, maintain, repair, and replace, as provided by law, all public roadways and dedicated parks and trails subject to any existing warranties. However, the County will not be required to maintain or remove snow from any private roadways, parks, and trails located on the Property.

11.5 Final Plat Amendments.

In the event Developer desires to make minor changes to any respective final plat(s) before they are recorded, Developer will submit such changes to County staff for approval. So long as such changes are consistent with this Agreement and applicable law, County staff will approve such changes. If County staff determines that such changes are inconsistent with the provisions of this Agreement, Developer must seek approval from the County Planning Commission and the County Commission.

12. ASSIGNMENT

12.1 Binding on Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

12.2 Assignment by Developer.

Developer may assign this Agreement only with prior written County consent, which consent shall not be unreasonably withheld, conditioned, or delayed. An assignee must demonstrate capability to perform the obligations assumed. Developer shall remain liable under this Agreement unless expressly released in writing by the County.

12.3 Non-Assignment.

Lot sales and mortgages in the ordinary course of business do not constitute an assignment requiring County consent.

12.4 Obligations of Assignee.

Assignees shall assume all Developer's obligations under this Agreement and shall be substituted accordingly. Developer shall remain liable unless released by the County in writing.

13. GENERAL TERMS

13.1 Agreement to Run with the Land.

This Agreement shall be recorded in the Office of the Morgan County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

13.2 Severability.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties. One or more waivers of any term, condition, or other provision by either Party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

13.3 No Third-Party Beneficiary.

The provisions of this Agreement are and will be for the benefit of Developer and the County only and are not for the benefit of any third person or entity.

13.4 Choice of Law and Venue.

Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court for Morgan County, Utah. Any federal litigation shall be filed in the United States District Court for the District of Utah.

13.5 Entire Agreement.

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature, and may only be modified by a subsequent writing duly executed and approved by the Parties.

13.6 Notice.

All notices required or permitted under this Agreement shall be given in writing and delivered by: (a) personal delivery; (b) certified mail, return receipt requested; or (c) a nationally recognized overnight courier service, addressed as follows:

Developer:

BCP Capital, LLC Attn: Peter Evans
300 S 1350 E St. 2nd Floor
Lehi, UT 84043

County:

Morgan County
Attn: County Attorney
48 W Young St, PO Box 886
Morgan, UT 84050-9000

Copy to:

Morgan County Clerk

48 W Young St,
PO Box 886
Morgan, UT 84050-9000

13.6.1 Effective Notice.

Except as otherwise provided in this Agreement, each Notice shall be effective and deemed delivered on the earlier of: (a) Physical Delivery — its actual receipt if delivered personally or by courier; (b) Electronic Delivery — its actual receipt if delivered by email; or (c) Mail Delivery — on the day the Notice is postmarked, postage prepaid, by First Class or Certified United States Mail.

13.6.2 Change of Notice Address.

Any Party may change its address for Notice under this Agreement by giving written Notice to the other Party in accordance with the provisions of this Section.

13.7 Default and Dispute Resolution.

If any Party fails to materially perform their respective obligations hereunder, the non-defaulting Party shall provide written notice to the defaulting Party specifying: (i) the claimed event of default; (ii) the provisions claimed to be in default; (iii) why the default is claimed to be material;

and (iv) a proposed cure period of no less than thirty (30) calendar days. The County may withhold permits, certificates of occupancy, inspections, final plat approvals, future phase approvals, and other development approvals during the existence of an uncured default.

(a) **Meet and Confer.** If any Party gives notice of a default, the Parties shall meet within twenty-one (21) calendar days of the notice and make good faith effort to resolve the issues specified in the notice.

(b) **Mediation.** If the Parties are unable to resolve the notice of default after the Meet and Confer, the Parties shall attempt within fifteen (15) calendar days to appoint a mutually acceptable mediator. If the Parties cannot agree on a single mediator, each shall appoint their own representative who shall together choose the mediator. The Parties shall split mediator fees equally. The chosen mediator shall within fifteen (15) calendar days, review the positions of the Parties regarding the dispute and promptly attempt to mediate the issue between the Parties. If the Parties are unable to reach agreement on the notice of default, the mediator shall notify the Parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the Parties.

(c) **Remedies.** If the Parties are not able to resolve the default by mediation, the Parties shall have all rights and remedies available at law and in equity, including but not limited to injunctive relief, specific performance, and/or damages.

13.8 Force Majeure.

Any prevention, delay, or stoppage of the performance of any obligation under this Agreement due to strikes, labor disputes, inability to obtain labor or materials, acts of nature, inclement weather, governmental restrictions, judicial orders, wars, civil commotion, fires, or other causes beyond the reasonable control of the Party obligated to perform shall excuse performance of the obligation for a period equal to the duration of that prevention, delay, or stoppage.

13.9 Attorney's Fees.

The prevailing Party in any enforcement action shall be entitled to recover its reasonable attorneys' fees and costs incurred in such action, including any appeal.

13.10 No Waiver.

A Party's failure to enforce a right shall not constitute a waiver of any rights. Any waiver must be in writing and signed by the waiving Party to be effective.

13.11 Amendment.

This Agreement may be amended in whole or in part by the mutual written consent of the Parties or by their successors-in-interest or assigns. Any such amendment shall be recorded in the official records of the Morgan County Recorder's Office. No oral modifications shall be valid or enforceable.

13.12 Mutual Drafting.

Each Party has participated in negotiating and drafting this Agreement, and therefore no provision of this Agreement shall be construed for or against either Party based on which Party drafted any particular portion.

13.13 Further Actions and Instruments.

The Parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the Parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein above written.

DEVELOPER: BCP Development, Inc.

By: _____

Name: Peter Evans

Title: Manager

STATE OF UTAH)

:ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

Notary Public

Residing at: _____

My Commission Expires: _____

COUNTY: Morgan County

By: _____

Name: _____

Title: _____

STATE OF UTAH)

:ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

Notary Public

Residing at: _____

My Commission Expires: _____

EXHIBIT A

Legal Description of the Property

A parcel of land located in all Section 25, Township 05 North, Range 01 East, Salt Lake Base and Meridian, located in Morgan County, Utah, being more particularly described as follows:

Beginning at a point N89°38'55"E 1331.96 feet along the Quarter Section line from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence along said quarter Section Line N 89°38'55" E 1,320.26 feet; thence along the northerly line of Cottonwood Creek N 73°05'20" E 119.65 feet to the westerly right-of-way line of Old Highway Road; thence along said right-of-way line S 47°29'33" E 71.21 feet; thence S 76°00'00" W 176.10 feet; thence South 161.30 feet; thence S 75°40'00" E 167.73 feet; thence S 25°59'18" W 32.12 feet; thence S 62°36'30" E 198.05 feet; thence N 35°55'46" E 190.17 feet to the southerly right-of-way line of Old Highway Road; thence along said right of way line the following two (2) courses: (1) Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet a distance of 184.74 feet through a central angle of 10°38'02" Chord: S 65°22'26" E 184.48 feet; (2) thence S 70°40'00" E 1,022.71 feet to the westerly line of that Warranty Deed recorded February 25, 2004 as Entry No. 095215 in the Morgan County Recorder's Office; thence along said Warranty Deed S 30°27'00" W 715.74 feet; thence N 63°40'00" W 467.79 feet; thence N 47°46'00" W 231.80 feet; thence N 82°00'00" W 225.00 feet; thence S 60°31'29" W 203.90 feet; thence S 69°02'00" W 216.83 feet to the easterly line of Parcel 1 described in the Special Warranty Deed recorded January 05, 2018 as Entry No. 143682 in the Morgan County Recorder's Office; thence along said easterly line of parcel 1 N 00°11'13" E 327.26 feet; thence West 1,330.72 feet to the easterly line of Parcel 2 in the aforementioned Special Warranty deed; thence along said easterly line of Parcel 2 line N 00°05'24" E 705.14 feet to the point of beginning.

Containing 43.15 acres, more or less.

Conceptual Plan

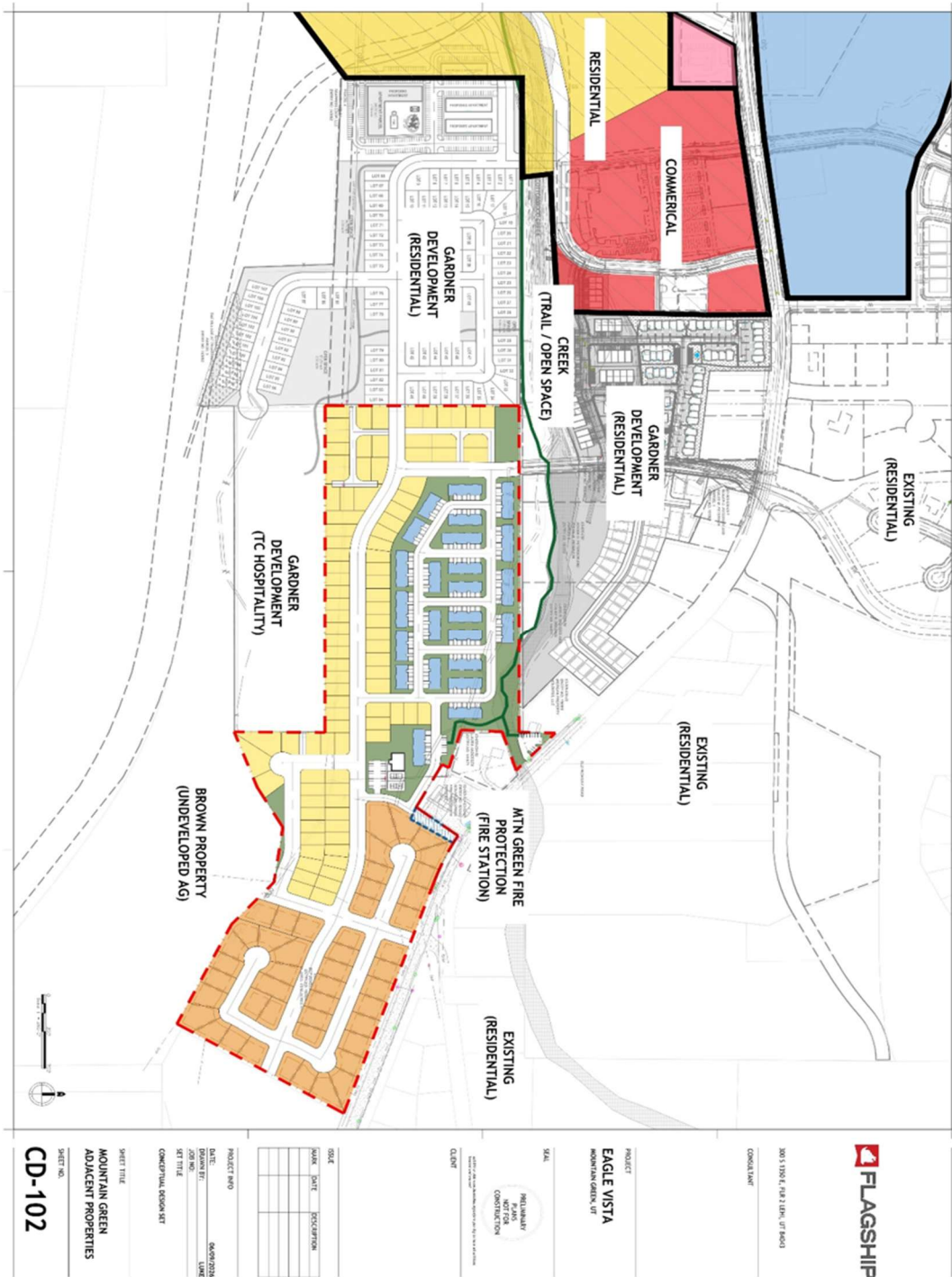
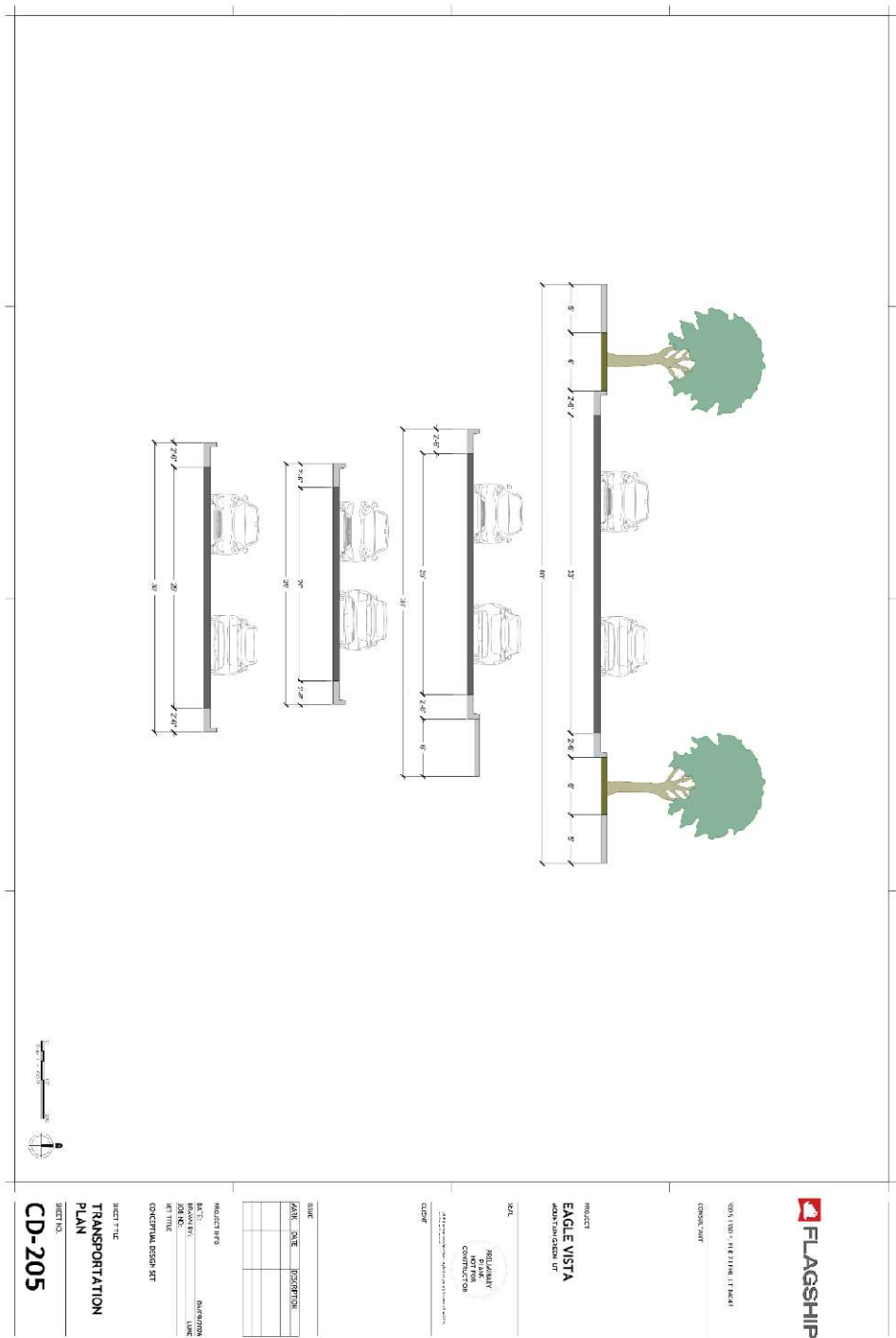
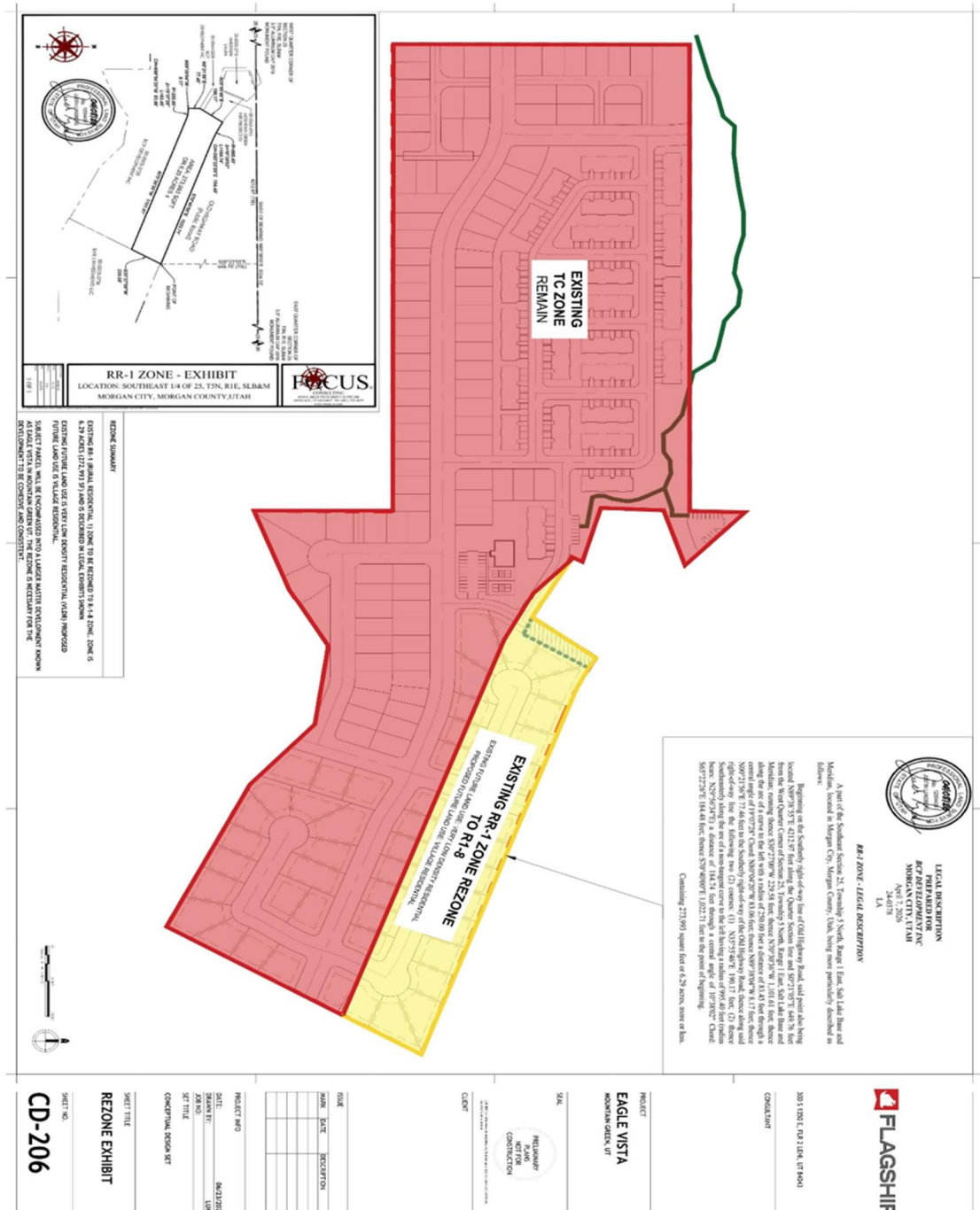


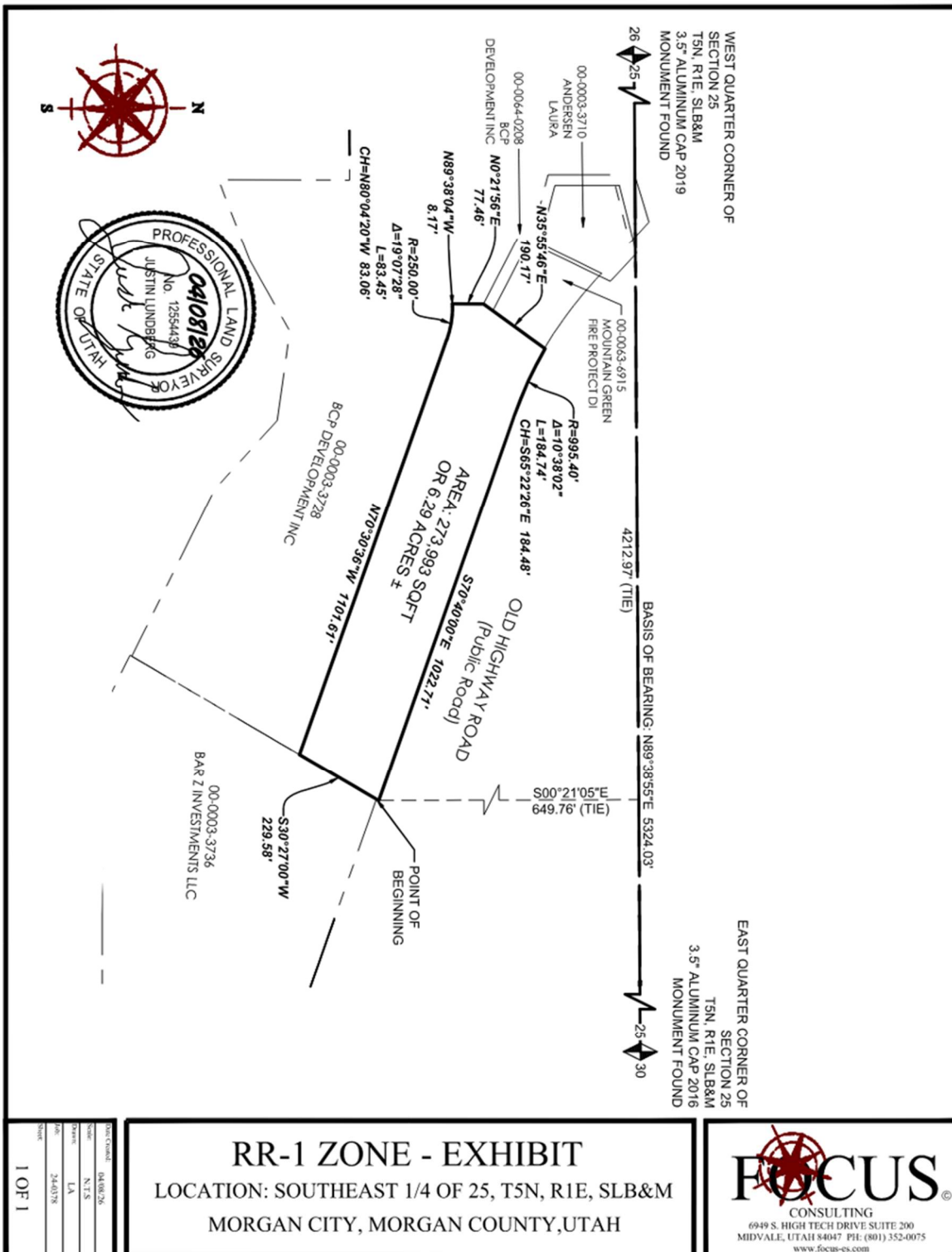
EXHIBIT C

Public and Private Road Cross-Section Standards



Rezone Area Description and Depiction







**LEGAL DESCRIPTION
PREPARED FOR
BCP DEVELOPMENT INC
MORGAN CITY, UTAH**

April 7, 2026
24-0378
LA

RR-1 ZONE - LEGAL DESCRIPTION

A part of the Southeast Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, located in Morgan City, Morgan County, Utah, being more particularly described as follows:

Beginning on the Southerly right-of-way line of Old Highway Road, said point also being located N89°38'55"E 4212.97 feet along the Quarter Section line and S0°21'05"E 649.76 feet from the West Quarter Corner of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian; running thence S30°27'00"W 229.58 feet; thence N70°30'36"W 1,101.61 feet; thence along the arc of a curve to the left with a radius of 250.00 feet a distance of 83.45 feet through a central angle of 19°07'28" Chord: N80°04'20"W 83.06 feet; thence N89°38'04"W 8.17 feet; thence N00°21'56"E 77.46 feet to the Southerly right-of-way of the Old Highway Road; thence along said right-of-way line the following two (2) courses: (1) N35°55'46"E 190.17 feet; (2) thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 995.40 feet (radius bears: N29°56'34"E) a distance of 184.74 feet through a central angle of 10°38'02" Chord: S65°22'26"E 184.48 feet; thence S70°40'00"E 1,022.71 feet to the point of beginning.

Containing 273,993 square feet or 6.29 acres, more or less.

Exhibit E (Reserved)
Old Highway Road Right-of-Way Dedication

Exhibit F Cottonwood Creek Trail Alignment and Trailhead

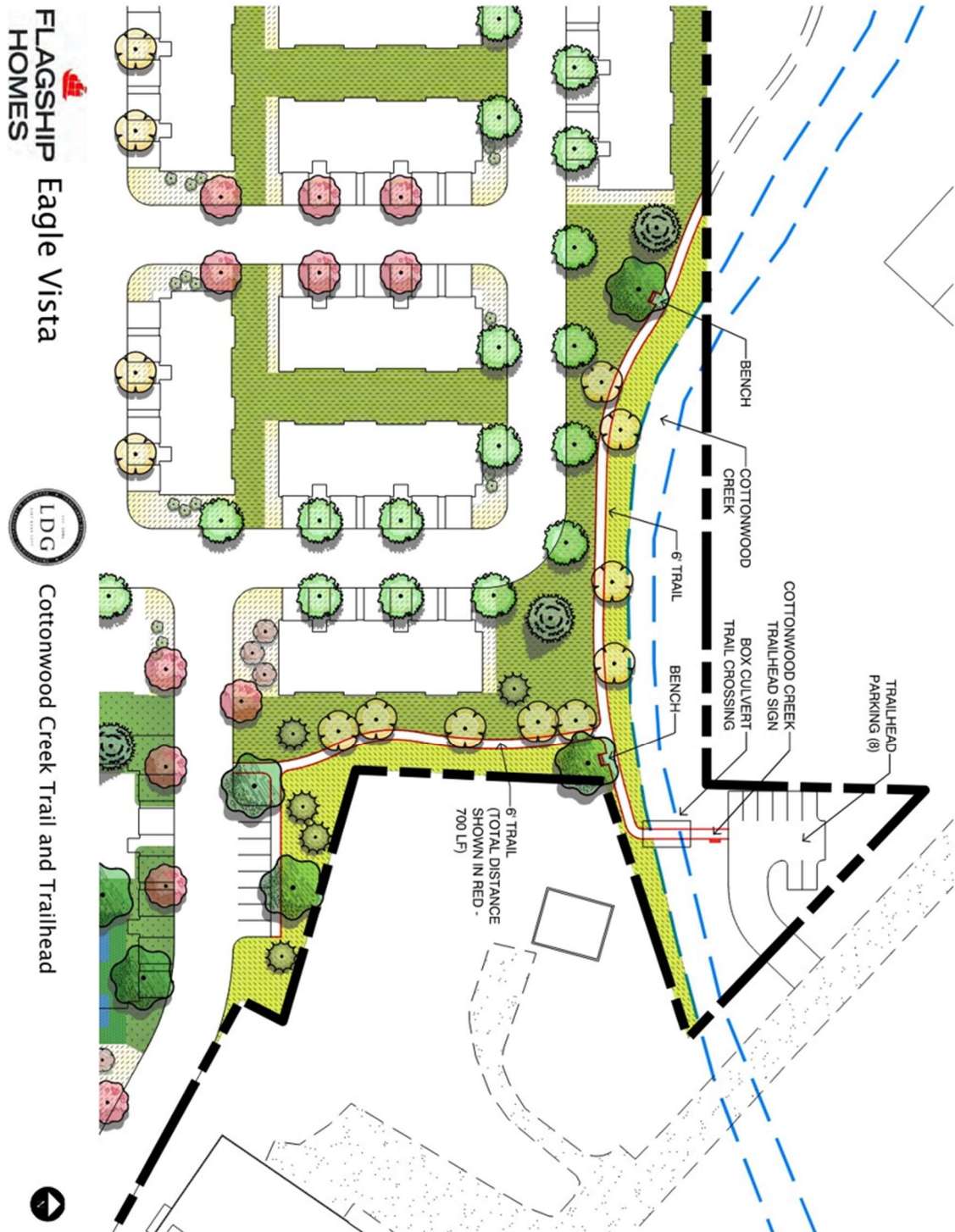


EXHIBIT G
Fire Department Parcel ("FD Parcel")

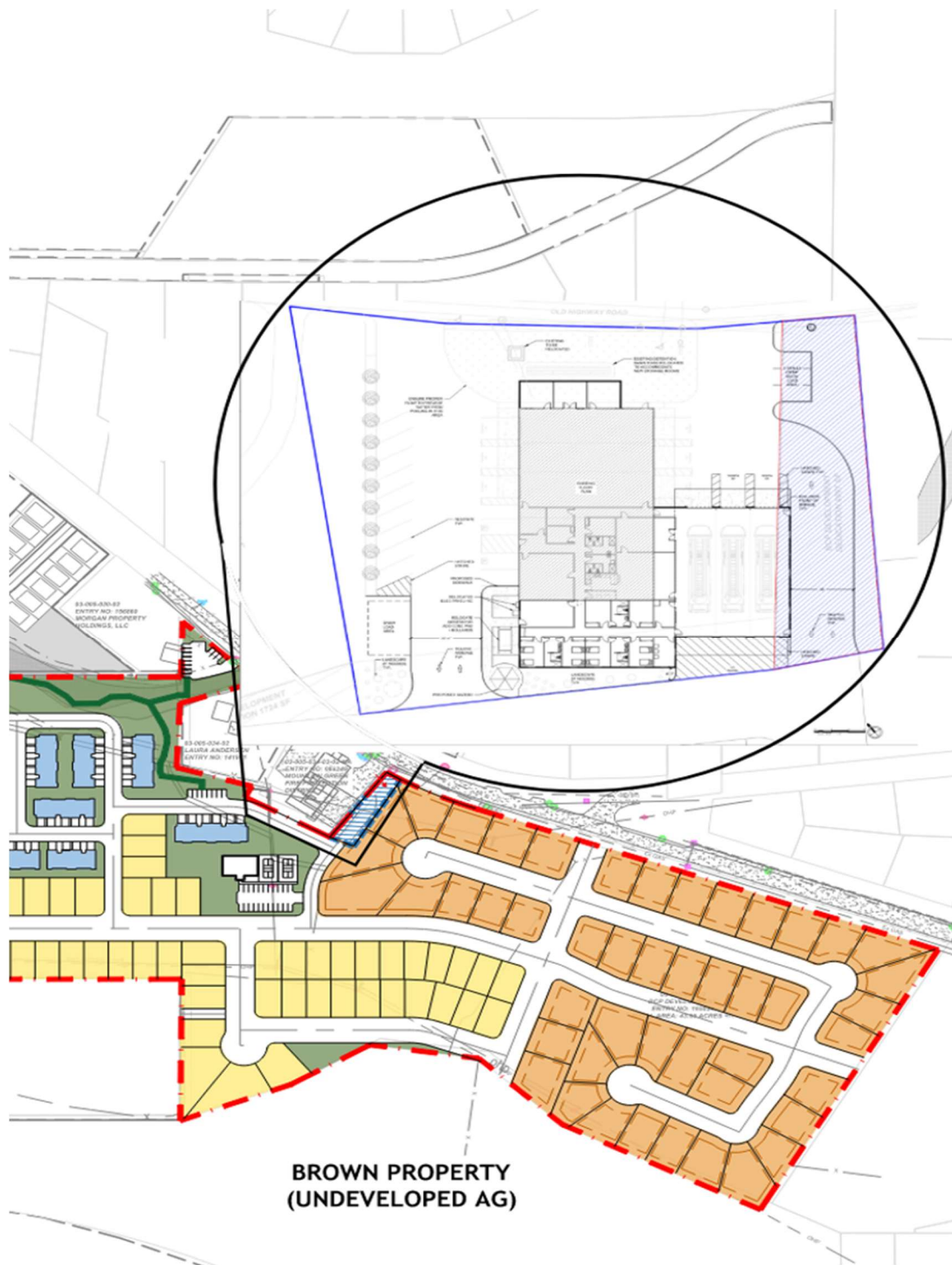


Exhibit H: Development Program and Housing-Type Plan

(looking for this information)

Exhibit I: Amenities, Open-Space, and Trail Plan

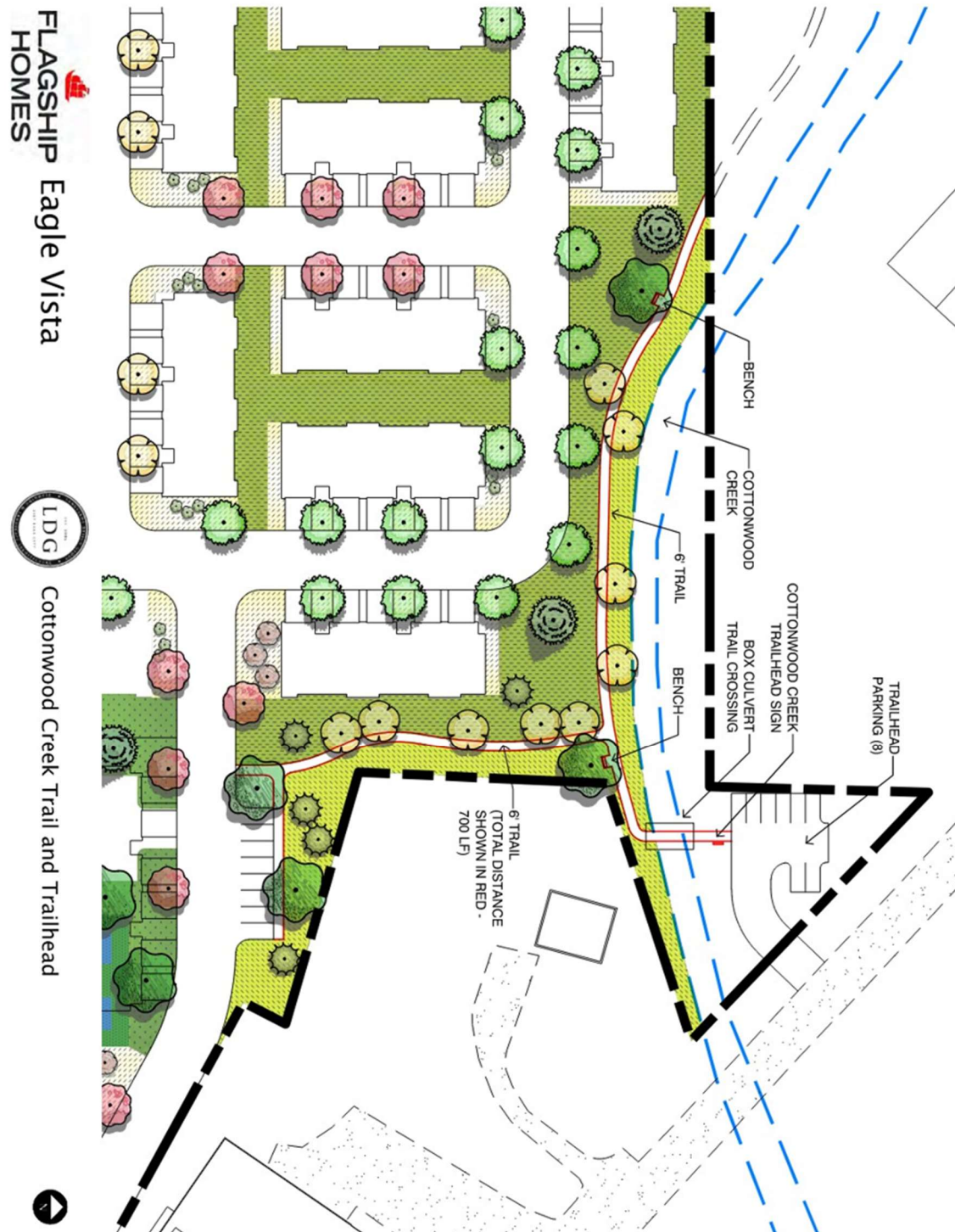


Exhibit J: Cottonwood Creek Trail and Public-Access Plan

(Same as Exhibit on page 55?)

Exhibit K: Fire-Station Parcel Exhibit

(Same as Exhibit on page 56?)

Exhibit L: April 21, 2026 Amendments to Morgan County Code § 155.266 and the Town Center Design Standards

(Looking for this information)

Exhibit M: March 21, 2023 M&D Nelson Rezone Approval and Related Zoning Exhibit

(Looking for this information)

Exhibit N: Planning Commission Staff Report, Recommendation, and Meeting Minutes

(Looking for this information)

Exhibit O: Public Comments and Applicant Responses, if any

(Looking for this information)

Exhibit P: Agency and Technical Review Comments, if applicable

(Looking for this information)

Exhibit Q: Proposed Ordinance Approving the Joint Conceptual Development Plan

(Looking for this information)

(Looking for this information)

Exhibit R: Proposed Ordinance Rezoning Approximately 6.29 Acres from RR-1 to R1-8

(Looking for this information)

Exhibit S: Proposed Ordinance Approving the Eagle Vista Villas Development Agreement and Requested Commercial-Allocation Reduction

(Looking for this information)

MEMORANDUM

Staff: Kent Page
Public Hearing: July 21, 2026
Application No.: 25.036
Applicants: Rollins Ranch Homeowners Association and Mark and Jennifer Hancock Revocable Trust
Property Owner: Mark and Jennifer Hancock Revocable Trust
Project Location: Parcel A, Rollins Ranch Phase 6, Mountain Green, Morgan County, Utah
Date of Application: July 18, 2025
Current Zoning: Rural Residential (RR-1), subject to the Rollins Ranch Development Agreement
Acreage: Approximately 26.151 acres

REQUEST

The Rollins Ranch Homeowners Association and the Mark and Jennifer Hancock Revocable Trust request County approval of a Sixth Amendment to the Rollins Ranch Development Agreement authorizing the change in ownership of approximately 26.151 acres of Native Open Space ("Parcel A") from the HOA to the Hancock Trust. The requested amendment is limited to the ownership of Parcel A and does not approve the separate Land Use Restriction Agreement between the HOA and the Hancock Trust, the Hancock Park Master Plan, or any proposed use or improvements.

BACKGROUND AND PRIOR AMENDMENTS

The original Rollins Ranch Development Agreement separately addresses parks, trails, and Native Open Space. Parcel A is designated as Native Open Space. The proposed Sixth Amendment does not change that designation or convert Parcel A into a park or other developed recreational area.

Section 2.4.2 of the Development Agreement, as replaced by the First Amendment, provides that the developer may, but is not obligated to, construct paved or unpaved trails within a neighborhood. If such trails are constructed and the applicable open space is conveyed to the HOA, the HOA is responsible for their repair and maintenance. HOA-maintained trails must be open to the general public so long as the liability protections specified in Section 2.4.2 remain available. This public-access requirement applies to the trail system and does not make all Native Open Space generally open to the public.

The County has previously approved amendments permitting portions of property otherwise held or controlled as common or open space to be conveyed to private owners. Most recently, the Fifth Amendment authorized the conveyance of approximately 13,348 square feet of HOA common land to the owners of three adjoining residential lots. That amendment also provided for

the addition of approximately 18,227 square feet of common land elsewhere within the development. Those prior amendments demonstrate that the County has previously allowed changes in ownership, but each amendment involved different property, circumstances, and conditions and does not independently authorize the present conveyance.

PROPOSED SIXTH AMENDMENT

The HOA previously conveyed approximately 26.151 acres of Native Open Space identified as Parcel A to the Mark and Jennifer Hancock Revocable Trust by quitclaim deed. After the conveyance was discovered, the County advised the parties that the Development Agreement requires the Native Open Space to be owned and maintained by the HOA unless Morgan County approves a different ownership arrangement through an amendment to the Development Agreement.

The proposed Sixth Amendment is intended to authorize the change in ownership of Parcel A from the HOA to the Hancock Trust. It does not approve or ratify the separate Land Use Restriction Agreement between the HOA and the Hancock Trust, the financial terms of the conveyance, the Hancock Park Master Plan, or any proposed use or improvement.

The Land Use Restriction Agreement provides that the Hancock Trust will undertake certain responsibilities relating to the installation, completion, and maintenance of the contemplated trail system. It also contemplates or suggests other improvements, including bridges, pavilions, seating areas, and a possible playground. These provisions help explain the HOA's reasons for conveying Parcel A, including the HOA's stated lack of funds to undertake the contemplated improvements. However, Morgan County is not a party to the Land Use Restriction Agreement, and incorporation of that agreement into the Sixth Amendment does not constitute County approval of the proposed improvements.

The Sixth Amendment expressly provides:

“To the extent that the Land Use Restriction Agreement entered into by the Hancocks and HOA is inconsistent with the terms and conditions of the Development Agreement, except as to ownership of Parcel A, the terms and conditions of the Development Agreement and its amendments shall control.”

Accordingly, the Development Agreement continues to control the designation, use, and maintenance of Parcel A. The Land Use Restriction Agreement cannot expand the uses permitted within Native Open Space or authorize improvements not otherwise allowed by the Development Agreement and Morgan County Code.

Bridges, benches, trailhead signage, overlooks, pavilions, or similar improvements may be permitted if the County determines during the applicable review process that they are part of or incidental to the trail system contemplated by the Development Agreement and are otherwise permitted within Native Open Space. Other proposed improvements, including a park, playground, or independent recreational facility, may not be permitted. Inclusion of an

improvement in the Land Use Restriction Agreement, its budget, the Hancock Park Master Plan, or another exhibit does not establish that the improvement is authorized. Each proposed improvement remains subject to separate County review and all applicable approval requirements.

Please see Exhibit 7 for Ordinance of County approval.

COMMISSION HEARINGS SUMMARY

The Planning Commission held a public hearing on the proposed Sixth Amendment on July 9, 2026. Four of the seven members were present, constituting a quorum. The Commission specifically asked whether the trail system would remain open to the public and was advised that the public-access requirements of the original Development Agreement would remain unchanged. All four members present, including the Chair, voted to recommend approval of the Sixth Amendment to the County Commission.

ATTORNEY GUIDANCE

Legislative Review:

Utah Code § 17-79-508 authorizes a county to enter into a development agreement containing terms the county considers necessary or appropriate to accomplish the purposes of the County Land Use, Development, and Management Act (“LUDMA”). Section 17-79-508 also recognizes an amendment to a prior development agreement as a legislative or discretionary approval.

Under Utah Code § 17-79-1009(3)(a), a court reviewing a properly enacted land use regulation will presume the regulation is valid and determine whether it is expressly preempted by, or was enacted contrary to, state or federal law and whether it is reasonably debatable that the regulation is consistent with LUDMA.

Utah Code § 17-79-101 authorizes counties to regulate land uses, open spaces, structures, buildings, infrastructure, and public facilities through ordinances, resolutions, restrictive covenants, easements, development agreements, and other land-use controls. In exercising that authority, the County may consider the health, safety, and welfare of the community; orderly growth; protection of property values; fundamental fairness in land-use regulation; and the balance between surrounding land uses and private property interests.

As explained above, the proposed Sixth Amendment authorizes a change in ownership of Parcel A while preserving its designation as Native Open Space and leaving the original Development Agreement in control of its use, maintenance, and development. The County Commission may approve the Sixth Amendment if it determines that this limited change in ownership is consistent with LUDMA, Morgan County Code, and the purposes and requirements of the Rollins Ranch Development Agreement.

SUMMARY

Staff received an application requesting a Sixth Amendment to the Rollins Ranch Development Agreement concerning approximately 26.151 acres identified as Parcel A. Parcel A is designated as Native Open Space and was previously conveyed by the Rollins Ranch Homeowners Association to the Mark and Jennifer Hancock Revocable Trust by quitclaim deed.

The requested legislative action is limited to amending the Development Agreement to authorize the change in ownership of Parcel A from the HOA to the Hancock Trust. The amendment does not change the zoning or Native Open Space designation of Parcel A, approve the separate Land Use Restriction Agreement or Hancock Park Master Plan, or approve any proposed use or improvement. Except as to ownership, the original Development Agreement and its amendments will continue to control the use, maintenance, and development of Parcel A.

Staff has reviewed the application, the proposed Sixth Amendment, the Land Use Restriction Agreement, the Hancock Park Master Plan, the prior amendments to the Development Agreement, and the applicable property information. Staff should confirm and include the following parcel information before the report is finalized:

ANALYSIS

The request is to amend the Rollins Ranch Development Agreement to authorize the change in ownership of approximately 26.151 acres of Native Open Space identified as Parcel A from the Rollins Ranch HOA to the Hancock Trust. The HOA conveyed Parcel A before obtaining the County approval required by the Development Agreement.

The proposed Sixth Amendment changes only the ownership of Parcel A. It does not change the property's Native Open Space designation, approve any proposed improvement, or expand the uses permitted under the original Development Agreement. Except as to ownership, the Development Agreement and its amendments will control over any inconsistent provision of the separate Land Use Restriction Agreement.

The County has previously amended the Development Agreement to allow HOA-owned common land to be conveyed to private property owners. Although the Fifth Amendment involved different property, purposes, and conditions, it demonstrates that the County has previously approved a change from HOA ownership to private ownership while retaining or otherwise addressing the development's common-land requirements.

If the County Commission finds merit in the proposed Sixth Amendment, staff presents the following findings for consideration:

FINDINGS

1. Parcel A consists of approximately 26.151 acres designated as Native Open Space under the Rollins Ranch Development Agreement.

2. The HOA conveyed Parcel A to the Hancock Trust before obtaining the County approval required to change the ownership arrangement established by the Development Agreement.
3. The Sixth Amendment authorizes the change in ownership of Parcel A from the HOA to the Hancock Trust.
4. The Sixth Amendment does not approve or ratify the separate Land Use Restriction Agreement, the financial terms of the conveyance, the Hancock Park Master Plan, or any proposed use or improvement.
5. Except as to ownership of Parcel A, the Development Agreement and its amendments will control over any inconsistent provision of the Land Use Restriction Agreement.
6. Parcel A will remain designated as Native Open Space and subject to the use, maintenance, and development requirements of the original Development Agreement.
7. Public access to the trail system will continue as required by Section 2.4.2 of the Development Agreement, as replaced by the First Amendment. That requirement does not make the entirety of Parcel A open to the general public.
8. Any proposed use or improvement must be separately reviewed under the Development Agreement and Morgan County Code, and all required County approvals must be obtained before construction.
9. The County has previously amended the Development Agreement to permit HOA-owned common land to be conveyed to private property owners, although the prior amendment involved different property, purposes, and conditions.
10. The proposed change in ownership, subject to the continuing requirements of the Development Agreement, is not detrimental to the public health, safety, or welfare.
11. The proposed Sixth Amendment is consistent with LUDMA, Morgan County Code, and the purposes and requirements of the Rollins Ranch Development Agreement.

PUBLIC NOTICE, MEETINGS, AND COMMENTS

Staff should complete and confirm the following information before the report is finalized:

X Public notice was submitted to the Utah Public Notice Website on June 26, 2026, at least 10 days before the public hearing, in accordance with Morgan County Code § 155.032(C).

X Public notice was posted at the Morgan County offices on June 26, 2026.

X Notice was mailed to affected property owners within the required notification area on June 26, 2026.

X The Planning Commission held a public hearing on July 9, 2026. Four of the seven members were present, constituting a quorum. All four members present voted to recommend approval to the County Commission.

X The County Commission considered the proposed Sixth Amendment at a public meeting on July 21, 2026.

Summary of public comments: No comments.

RECOMMENDED MOTIONS

Sample Motion for a *Recommendation for Approval* – I move we approve the Rollins Ranch Sixth Amendment to the Development Agreement, based on the findings listed in the memorandum dated July 21, 2026.”

Sample Motion for *Approval with Conditions* – “I move we approve the Rollins Ranch Sixth Amendment to the Development Agreement, based on the findings listed in the memorandum dated July 21, 2026, with the following additional findings and conditions:”

1. List any additional findings and conditions...

Sample Motion for *Denial* – “I move we deny the Rollins Ranch Sixth Amendment to the Development Agreement, based on the following findings:”

1. List any additional findings...

SUPPORTING INFORMATION

Proposed Sixth Amendment to the Rollins Ranch Development Agreement, including the following attachments:

- Exhibit 1: Original Rollins Ranch Development Agreement, including original Exhibit A and the subsequently referenced original Exhibit J. Other original attachments are omitted for brevity but remain part of the Development Agreement and are unaffected by the Sixth Amendment.
- Exhibit 2: Original Exhibit “I” to the Development Agreement, depicting the contemplated trail system.
- Exhibit 3: First Amendment to the Rollins Ranch Development Agreement, dated November 15, 2011.
- Exhibit 4: Final Plat for Rollins Ranch Phase 6, identifying Parcel A as Native Ground to be owned and maintained by the Rollins Ranch HOA.
- Exhibit 5: Quitclaim Deed conveying Parcel A from the Rollins Ranch HOA to the Mark and Jennifer Hancock Revocable Trust.

- Exhibit 6: Land Use Restriction Agreement between the Rollins Ranch HOA and the Hancock Trust, including its exhibits and attachments.
- Exhibit 7: Proposed County Commission Ordinance Approving the Sixth Amendment
- Exhibit 8: Updated 6th Amendment to RR DA with new dates and revision of incorporation of Land Use Agreement into DA amendment ready for signing.

**SIXTH AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH**

The Sixth Amendment to Development Agreement for Rollins Ranch ("this Amendment") is made effective as of the _____ day of _____ 2025, by and among Morgan County, a political subdivision of the State of Utah ("County"), the Mark and Jennifer Hancock Revocable Trust ("Hancock Trust"), and Rollins Ranch at Mountain Green Association Inc., a Utah non-profit corporation ("HOA").

RECITALS

WHEREAS, a Development Agreement for Rollins Ranch (the "Development Agreement") was entered into and dated as of November 20, 2006. A copy of the Development Agreement with attachments including subsequently referenced Exhibit J is attached hereto as Exhibit 1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Development Agreement.

WHEREAS, Section 2.4 and more specifically, Subsection 2.4.3, of the Development Agreement provide that Native Open Space of the development would be conveyed to the HOA and owned and maintained by the HOA; and further provided that the ownership and maintenance requirements for the Native Open Space were outlined in "Exhibit J" attached to and incorporated into the Development Agreement. Pursuant to the Development Agreement, Exhibit I provided a depiction of the trail system to be developed. A copy of Exhibit I is attached hereto as Exhibit 2.

WHEREAS, the Development Agreement has undergone several amendments. Most pertinent to this amendment, the First Amended Development Agreement was dated November 15, 2011. The amendment amended the Subsection 2.4.2 of the Development Agreement regarding Trails in Open Space and provided that under certain conditions the trails maintained by the HOA would be open to the public. This amendment also eliminated Exhibit I. A copy of the First Amendment to the Development Agreement is attached hereto as Exhibit 3.

WHEREAS, the Final Plat for Phase 6 provided that Parcel A is an open space parcel to be owned and maintained by the Rollins Ranch Home Owner's Association and is "Native Ground." A copy of the Final Plat for Phase 6 is attached hereto as Exhibit 4.

**FIFTH AMENDMENT TO
DEVELOPMENT AGREEMENT FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH**

The Fifth Amendment to Development Agreement for Rollins Ranch ("this Amendment") is made effective as of the 1 day of April 2025, by and among Morgan County, a political subdivision of the State of Utah ("County"), the Mark and Jennifer Hancock Revocable Trust ("Hancock Trust"), and Rollins Ranch at Mountain Green Association, a Utah non-profit corporation ("HOA").

RECITALS

WHEREAS, a Development Agreement for Rollins Ranch (the "Development Agreement") was entered into and dated as of November 20, 2006, as recorded on January 5, 2007 with the County Recorder as Entry Number 105900. A copy of the Development Agreement with attachments including subsequently referenced Exhibit J is attached hereto as Exhibit 1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Development Agreement.

WHEREAS, Section 2.4 and more specifically, Subsection 2.4.3, of the Development Agreement provide that Native Open Space of the development would be conveyed to the HOA and owned and maintained by the HOA; and further provided that the ownership and maintenance requirements for the Native Open Space were outlined in "Exhibit J" attached to and incorporated into the Development Agreement. Pursuant to the Development Agreement, Exhibit I provided a depiction of the trail system to be developed. A copy of Exhibit I is attached hereto as Exhibit 2.

WHEREAS, the Development Agreement has undergone several amendments. Most pertinent to this amendment, the First Amendment to Development Agreement was dated November 15, 2011, as recorded on November 21, 2011 with the County Recorder as Entry Number 124507. The amendment amended the Subsection 2.4.2 of the Development Agreement regarding Trails in Open Space and provided that under certain conditions the trails maintained by the HOA would be open to the public. This amendment also eliminated Exhibit I. A copy of the First Amendment to the Development Agreement is attached hereto as Exhibit 3.

WHEREAS, the Final Plat for Phase 6 provided that Parcel A is an open space parcel to be owned and maintained by the Rollins Ranch Home Owner's Association and is "Native Ground." A copy of the Final Plat for Phase 6 is attached hereto as Exhibit 4.

WHEREAS, on March 15, 2024, the HOA purported to convey via Quitclaim Deed Parcel A consisting of 26.151 acres of the Native Open Space to the Hancock Trust. Said Quitclaim Deed is attached hereto as Exhibit 5. Said parcel is subject to conditions of the Development Agreement and its subsequent amendments, including ownership and maintenance restrictions. Recorded with that Quitclaim Deed was a Land Use Restriction Agreement dated January 3, 2024 (recorded with the County Recorder on March 15, 2024 as Entry Number 165459) purporting to bind the Hancock Trust to the same conditions of ownership and maintenance as contained in the Development Agreement. County approval was not obtained prior to the execution of these documents. The Land Use Restriction Agreement is attached hereto as Exhibit 6.

WHEREAS, Section 8.1 of the Development Agreement provides for the recording of the Development Agreement in the Office of the County Recorder and further provides that it "shall be deemed to run with the land, shall encumber the same, and shall be binding on all successors in ownership of any portion of the Property."

WHEREAS, while recognizing that the Development Agreement strictly prohibits the ownership of the Native Open Space by any entity other than the HOA, Section 7.1 of the Development Agreement provides that the Development Agreement is binding on the successors and assigns of the Developer in the ownership of any portion of the Rollins Ranch. Section 8.9 of the Development Agreement further provides remedies in the event of default of the obligations contained in that agreement.

WHEREAS, the Hancock Trust has agreed to purchase, improve, and maintain said Native Open Space contained in Parcel A pursuant to the requirements of the Development Agreement; and further, the Hancock Trust has agreed to assume all of the HOA's liabilities and obligations as provided in the Development Agreement and its amendments.

WHEREAS, in an effort to rectify the purported improper transfer of Parcel A to the Hancock Trust in violation of the conditions of the Development Agreement, both the HOA and the Hancock Trust have acknowledged the obligations and liabilities contained in the Development Agreement; and further, the Hancock Trust has agreed to assume all conditions and terms contained therein as a successor if the County consents to this amendment of the Development Agreement.

WHEREAS, the Hancock Trust further recognizes this amendment does not confer any development rights under the Development Agreement and that it is only succeeding the HOA in its obligations and liabilities in the ownership and maintenance of Parcel A as Native Open Space. Specifically, the Hancock Trust recognizes that it may not develop Parcel A. Additionally, the Hancock Trust recognizes that it may not convey Parcel A to a successor without County approval.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, HOA, and the Hancock Trust hereby agree as follows:

Section 2.4.3 Section 2.4.3 is amended and restated as follows:

1. **2.4.3. Native Open Space.** Those portions of the open space which are not being improved by Developer and are to remain as native open space are shown on the Open Space Plan. The HOA shall own such native open space and shall be responsible for the maintenance thereof. The native open space shall be conveyed to the HOA at the time of the filing of the Plat. Except that, the HOA may sell Parcel A to the Hancock Trust under the same terms and conditions that apply to this parcel as Native Open Space in the Development Agreement and its subsequent amendments. The form and substance of the Land Use Restriction Agreement shall be set forth in Exhibit 6 to this Amendment with detailed plans for trails and/or other improvements including timelines for the completion of said plans. Exhibit 6 is incorporated into this Amendment. The ownership and maintenance requirements for the native open space as outlined on "Exhibit J" are amended to reflect the modification in ownership and maintenance per this Amendment as it relates to Parcel A only.
2. To the extent that the Land Use Restriction Agreement entered into by the Hancocks and HOA is inconsistent with the terms and conditions of the Development Agreement, except as to ownership of Parcel A, the terms and conditions of the Development Agreement and its amendments shall control.
3. The modification of Section 2.4.3 of the Development Agreement pursuant to Section 1 of this Amendment shall apply notwithstanding the existence of any prior agreement pertaining to ownership of native open space.
4. This Amendment contains the entire understanding of the Parties hereto and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Amendment may be executed in counterparts each of which shall be deemed an original. This Amendment shall be binding upon and shall inure to the benefit of each Party and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Amendment, the Development Agreement shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Development Agreement, the provisions of this Amendment shall in all respects govern and control.

IN WITNESS HEREOF, the Parties have entered into this Amendment on the date first set forth above.

COUNTY:

MORGAN COUNTY, a subdivision of the State of Utah:

By: _____

Title: _____

ATTEST:

County Clerk

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
)
County of Morgan)

On this ____ day of _____ 2025 before the undersigned notary public in and for the said state, personally appeared _____, known or identified to me to be the _____ of Morgan County, Utah and the person who executed the foregoing instrument on behalf of said County and acknowledged to me that said County executed the same.

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

Notary Public, State of Utah

HOA Acknowledgement:

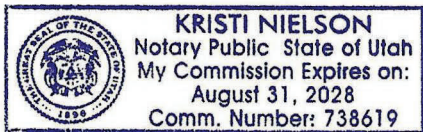
**Rollins Ranch at Mountain Green Association, a Utah
nonprofit corporation:**

By: Phillip Cook - Phillip Cook
Title: Vice President

STATE OF UTAH)
)
County of Salt Lake)

On this 19 day of March 2025 before the undersigned notary public in and for the said state, personally appeared Phillip Cook, known or identified to me to be the Vice President of **Rollins Ranch at Mountain Green Association** and the person who executed the foregoing instrument on behalf of said entity and acknowledged to me that said County executed the same.

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



Kristi Nielson
Notary Public, State of Utah

Hancock Acknowledgment:

The Mark and Jennifer Hancock Revocable Trust:

By: [Signature]

Title: Trustee

STATE OF UTAH)
)
County of Morgan)

On this 1 day of April 2025 before the undersigned notary public in and for the said state, personally appeared Mark Hancock, known or identified to me to be the Trustee of **The Mark and Jennifer Hancock Revocable Trust** and the person who executed the foregoing instrument on behalf of said entity and acknowledged to me that said County executed the same.

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



[Signature]
Notary Public, State of Utah
Commission 734343
Exp. 11/27/2027

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH

}
}ss

COUNTY OF MORGAN}

The Mark and Jennifer

I (we), Hancock Revocable Trust, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I also acknowledge that I (we) have received written instructions regarding the process for which I (we) am (are) applying and the Morgan County Planning and Development Services Staff have indicated they are available to assist me in making this application.

Jennifer D. Hancock
Jennifer D. Hancock, trustee
(Property Owner)
(Property Owner)

Subscribed and sworn to me this 16th day of July, 2025.

 *[Signature]*
(Notary)
Residing in Morgan County, Utah

My commission expires: 11/27/2027

AGENT AUTHORIZATION

The Mark and Jennifer
I (we), Hancock Revocable Trust, the owner(s) of the real property described in the attached application, do authorized as my (our) agent(s), Joseph Sigety, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Jennifer D. Hancock
Jennifer D. Hancock, trustee
(Property Owner)
(Property Owner)

Dated this 16th day of July, 2025, personally appeared before me Jennifer Hancock, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.



[Signature]
(Notary)
Residing in Morgan County, Utah

My commission expires: 11/27/2027

EXHIBIT 1

The original Development Agreement is attached in excerpted form. All exhibits other than Exhibit A and Exhibit J have been omitted for brevity. The omitted exhibits remain part of the original Development Agreement and are unaffected by this Amendment.

November 20, 2006

When Recorded, Please Return to:

Morgan County
Attention: County Attorney
48 West Young Street
Morgan, Utah 84050

Ent 105900 Bk 241 Pg 2
Date: 05-JAN-2007 12:01PM
Fee: \$197.00 Check
Filed By: BDN
BRENDA NELSON, Recorder
MORGAN COUNTY
For: ROLLINS RANCH LLC

DEVELOPMENT AGREEMENT
FOR ROLLINS RANCH,
MORGAN COUNTY, UTAH

THIS DEVELOPMENT AGREEMENT FOR ROLLINS RANCH, MORGAN COUNTY, UTAH (this "**Agreement**") is entered into as of this 20th day of November, 2006, by and between ROLLINS RANCH, L.L.C., a Utah limited liability company ("**Developer**"), and MORGAN COUNTY, a political subdivision of the State of Utah, by and through its County Council (the "**County**").

RECITALS:

A. Developer owns or has the contractual right to acquire approximately 249 acres of land, located in Morgan County, Utah, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Property**"), on which Developer has proposed the development of a master planned community in accordance with the site plans attached hereto as "Exhibit "B" (the "**Site Plan**").

B. Pursuant to a duly noticed public hearings on May 14, 2005 and August 11, 2005, the County's Planning Commission voted to recommend to the County Council that the Property be rezoned from A-20 and MU-160 to RR-1 and RR-5.

C. Pursuant to a duly noticed public hearings on June 14, 2005 and September 6, 2005, the County Council considered and adopted the recommendation of the County's Planning Commission and the Property was rezoned from A-20 and MU-160 to RR-1 and RR-5 (the "**Zone Change**").

D. Pursuant to the County's Land Use Management Code Chapter 48 (the "**PRUD Ordinance**") the Developer submitted to the County, and after appropriate public hearings the [Concept Plan] attached hereto as "Exhibit "C" and made a part hereof (the "**Concept Plan**"), and the County has approved the Concept Plan.

E. The County has required that Developer and County negotiate and adopt a development agreement which advances the policies, goals and objectives of the Morgan County General Plan (the "**General Plan**"), the Morgan County Land Use Management Code (the "**Land Use Code**") and the PRUD Ordinance, and contributes to capital improvements, business growth, and development which substantially benefit the County.

F. Developer will design and develop the Property in order to harmonize the use of the Property in accordance with the objectives of the General Plan, the PRUD Ordinance and the Land Use Code to promote the long-range County development objectives and policies.

G. Developer and the County desire to address specific planning issues as set forth below and in the exhibits hereto and to clarify certain standards that will be applied in connection with the development of the Property.

H. The execution of this Agreement has been affirmatively recommended by the County Planning Commission and approved by the County Council based on specific findings of fact that the development of the Property in accordance with this Agreement, the Site Plan and the PRUD Ordinance is consistent with the goals, policies and objectives of the General Plan and is in harmony with the community character and that the use of the Property as contemplated by this Agreement, the Site Plan, the General Plan and the PRUD Ordinance and thereby is essential to the enjoyment of a substantial property right possessed by other property in the same district.

I. The County, acting pursuant to its authority under Utah Code Ann. (the "**Utah Code**") § 17-27a-101, et seq., the PRUD Ordinance, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the Property, and, in the exercise of its administrative powers, has elected to approve this Agreement and the Site Plan, including, without limitation, the density and use standards set forth herein and therein, on this the 20th day of November, 2006.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter to be fully kept and performed, the parties hereby agree as follows:

1. **Zoning, Construction Drawings, and Plat Approval.**

1.1. **Re-Zoning of the Property.**

1.1.1. The County has amended the General Plan and the County's zoning maps to reflect the Zone Change, it being agreed by the County that all necessary public hearings necessary for the implementation of the Zone Change have been accomplished prior to the date hereto. The County Council, after holding all necessary public hearings, has adopted the Concept Plan.

1.1.2. This Agreement supplements, and to the extent of any inconsistencies, modifies the Concept Plan. To the extent of any inconsistencies

between the terms of this Agreement and the Concept Plan, this Agreement shall control. The County Council, after holding all necessary public hearings, has adopted this Agreement.

1.2. Planning Commission Preliminary Plat Approval.

1.2.1. Prior to commencing construction the Property, and simultaneously with the submission of this Agreement, Developer shall submit a preliminary plat, the Declaration, construction drawings and specifications (each, as may be subsequently amended from time to time in accordance with the provisions of this Agreement, a "Plat") and all required submittals (cost estimates, surety, title report, will serves, drainage etc.) for the Property to the County Planning Commission. Each Plat submitted to the County Planning Commission shall comply with all technical requirements of the Land Use Code and subdivision ordinances and all applicable federal, state and local laws, rules, regulations and ordinances. Developer shall pay fees for each Plat as are generally required by the County at the time of the submission of the Plat to the County Planning Commission. Timing of said submission and review by County Staff prior to the Planning Commission shall be in accordance with the adopted Planning Department submittal deadline policy.

1.2.2. The County Planning Commission shall review the Plat and all required submittals (cost estimates, surety, title report, will serves, drainage etc.) associated with the applicable Phase for completeness, and conformity with this Agreement and the Concept Plan (as amended by this Agreement). To the extent that such Plat is complete and consistent with the Concept Plan (as amended by this Agreement), this Agreement and all applicable federal, state and local laws, rules, regulations and ordinances, the County Planning Commission shall make a recommendation to the County Council for the approval of such Plat. The County Planning Commission shall hold all duly noticed public hearings required for the approval of such Plat under the Utah Code, the PRUD Ordinance, the Land Use Code and other County ordinances, as applicable; provided, however, nothing herein shall prevent the County Planning Commission in its discretion from holding any public hearings not required by applicable law. In the event the County Planning Commission determines that such Plat is not complete and consistent with the Concept Plan (as amended by this Agreement, all applicable federal, state and local laws, rules, regulations and ordinances and this Agreement, the County Planning Commission will provide Developer with a reasonably detailed description of any such inconsistencies, in which case Developer shall revise such Plat to remediate any such inconsistencies and resubmit such Plat to the County Planning Commission for approval pursuant to the process set forth above.

1.3. County Council Preliminary Approval of Plat. Following the recommendation from the County Planning Commission that a Plat be approved by the County Council pursuant to Section 1.2 above, such Plat shall be submitted to the County Council for approval. Developer shall be entitled to approval of the Plat provided that the Plat is complete and complies with this Agreement, Concept Plan (as amended by this Agreement) and all applicable federal, state and local laws, rules, regulations and ordinances. The County Council shall review the Plat for completeness, and conformity with this Agreement, all applicable federal, state and local laws, rules, regulations and ordinances and the Concept Plan (as amended by this Agreement). To the extent that such Plat is complete and consistent with the Concept Plan (as amended by this Agreement), this Agreement, the Land Use Code, and all applicable federal, state and local laws and ordinances, the County Council shall approve the Plat. The County Council shall hold all duly noticed public hearings required for the approval of such Plat under the Utah Code and the PRUD Ordinance, the Land Use Code and other applicable County ordinances; provided, however, nothing herein shall prevent the County Planning Commission in its discretion from holding any public hearings not required by applicable law. In the event the County Council determines that the Plat is not consistent with the Concept Plan (as amended by this Agreement) and this Agreement, the County Council will provide Developer with a reasonably detailed description of any such inconsistencies, in which case Developer shall revise such Plat to remediate any such inconsistencies and resubmit such Plat to the County Council for approval pursuant to the process set forth above.

1.4. Final Plat Approval. Following the preliminary approval of the Plat by the County Council pursuant to Section 1.3 above, the County Council shall authorize Developer to submit a final Plat to the County Staff for review. The County Staff shall review a paper Plat for completeness and conformance to the preliminary approval of the Plat (including any conditions for approval) pursuant to the provisions of Section 1.3 above. If such Plat is complete and conforms to the preliminary approval, the County Staff shall authorize Developer to submit a mylar copy of the final Plat for approval. Developer shall be responsible for obtaining all required signatures on the mylar with the exception of the County Planning Commission and County Council. The signed mylar shall be placed on the agenda of the County Planning Commission for review, approval and signature. Following receipt of the final Plat signature from the County Planning Commission, the County Staff shall place the mylar and final Overlay Ordinance on the agenda for the County Council for signature and adoption. The final Plat will then be released to the Developer for recordation.

1.5. Building Permits. Following the recordation of the final Plat, Developer is hereby authorized to sell lots in accordance with State and local law. The County Staff will issue building permits in accordance with this Agreement, the Declaration, the Land Use Code and applicable federal, state and local laws, rules, regulations and ordinances. Building permits shall only be issued when required infrastructure for the applicable Plat has been installed and inspected and approved by the County Engineer, which approval shall be limited to confirming that such infrastructure is completed in accordance with this

Agreement, Declaration, the Land Use Code and applicable federal, state and local laws, rules, regulations and ordinances. No permit shall be issued unless proof of approval from the architectural committee has been submitted to the County.

2. **Approved Use, Density, General Configuration, and Development Standards Affecting the Rollins Ranch.**

2.1. **Property Affected by this Agreement.** The legal description of the Property contained within or that may be contained within boundaries of the development to be known as Rollins Ranch is attached and specifically described in Exhibit "A". No additional property may be added to this description for purposes of this Agreement except by written amendment to this Agreement executed and approved by the parties hereto.

2.2. **Approved Use, Density, and General Configuration.** The approved use, density, and general configuration for the Property are set forth in "Exhibit "D" attached hereto and made a part hereof.

2.3. **Declaration of Covenants, Conditions and Restrictions.** Upon the recording of a Plat, Developer shall record the covenants and restrictions with respect to the Rollins Ranch substantially in the form of "Exhibit "E" which are on file in the Community Development Office (as the same may be amended, restated, supplemented or otherwise modified from time to time, the **"Declaration"**). The County may not condition its approval of the Plat on the inclusion of more restrictive development standards than those set forth in the Declaration except as required under applicable federal, state and local laws, rules, regulations and ordinances, or upon finding of compelling public interest related to public health, safety and welfare. The entire Property shall be subject to the Declaration, but the Declaration shall establish two (2) neighborhoods (each a **"Neighborhood"**) within the Property. Each Neighborhood is generally depicted on "Exhibit "F" attached hereto and made a part hereof. The development and construction of the Property shall proceed pursuant to and consistent with the Declaration. The Declaration shall establish a single home owner's association for the Property (the **"HOA"**), which HOA shall be responsible for the maintenance of the Common Areas (as such term is defined in the Declaration). At such time as Developer submits the Plat, Developer shall prepare a budget for the HOA showing the costs and expenses expected to be incurred by the HOA during the next succeeding three (3) year period (the **"HOA Budget"**). During the period that Developer controls the HOA pursuant to the provisions of the Declaration, Developer shall contribute such amounts to the HOA as are necessary for the HOA to meet its obligations under HOA Budget (taking into account any amounts assessed against lots subject to the Declaration and owned by third parties). From and after the date that Developer relinquishes control (when 75% of the homes are occupied) of the HOA pursuant to the Declaration, Developer shall only be required to pay to the HOA such amounts as are assessed by the HOA in accordance with the Declaration

against the residential lots owned by Developer. In no event shall the County be responsible or liable for the enforcement of the Declaration.

2.4. Open Space. In connection with development of the Property, Developer shall preserve a portion of the Property as open space. The location of, and the portion of, the Property to be preserved as improved open space and natural open space shall be as set forth "Exhibit "G" attached hereto and made a part hereof (the "**Open Space Plan**"). The open spaces shall be shown on the Plat. The open space shall be maintained and owned in accordance with the Concept Plan (as amended by this Agreement) and the Plat.

2.4.1. Parks. Those portions of the open space which are to be developed as parks, shall be developed by Developer substantially in accordance with the plans shown on "Exhibit "H" attached hereto and made a part hereof. Each park shall be developed in connection with the Neighborhood in which such park is located. The parks shall be owned by the HOA and, except as provided below, shall be limited to the use of the members and guests of the HOA. So long as the Developer and HOA, as applicable, are afforded the same or greater limitations on liability as set forth in the Utah Code § 57-14-101, et seq., such parks shall be open to the general public. Upon the filing of the Plat, Developer shall convey to the HOA each of the parks to be maintained by the HOA.

2.4.2. Trails. Those portions of the open space which are to be developed as public trails shall be developed by Developer substantially as set forth in "Exhibit "I" attached hereto and made a part hereof (the "**Trail Plans**"). The trails shown in the Trail Plans shall be developed in connection with the development of the Neighborhood in which such trails are located. In connection with the development of such trails, Developer shall grant to the County a public easement for the use of all paved trails. The County shall own the improvements on the paved trails, but only retains an easement on the underlying real property. The County shall maintain the paved trails and parkways; provided, however, in lieu of removing snow and ice from the trails during the winter, the County may elect to temporarily close the trails which the County is required to maintain during the periods which snow or ice is covering such trails. The HOA shall be responsible for maintaining the open space surrounding the trails and all unpaved trails. The trails maintained by the County shall be open for the use and enjoyment by the general public. The trails maintained by the HOA and, except as provided below, shall be limited to the use and enjoyment of the members of the HOA and their guests. So long as the Developer and the HOA, as applicable, are afforded the same or greater limitations on liability as set forth in the Utah Code § 57-14-101, et seq., the trails maintained by the HOA shall be open to the general public. Any gates within the Property shall not unreasonably prevent the general public from accessing those trails and parkways which are open to the general public.

2.4.3. Native Open Space. Those portions of the open space which are not being improved by Developer and are to remain as native open space are shown on the Open Space Plan. The HOA shall own such native open space and shall be responsible for the maintenance thereof. The ownership and maintenance requirements for the native open space are outlined on "Exhibit "J"" attached hereto and made a part hereof. The native open space shall be conveyed to the HOA at the time of the filing of the Plat.

2.5. Height Restrictions. Except as provided below, each residential unit shall not exceed a height of thirty-five feet (35') measured from the lowest finished grade elevation to the ridge line of such unit.

2.6. Air Quality. All residential housing shall comply the with air quality control standards set forth on "Exhibit "K"" attached hereto and made a part hereof, and with the air quality restrictions, if any, set forth in the Declaration.

2.7. Night Sky. The development of the Property shall at all times comply with the night sky provisions set forth on "Exhibit "L"" attached hereto and made a part hereof, including both public street lighting and private dwelling lighting and the applicable provisions of the Land Use Code. Such restrictions shall also be incorporated into the Declaration.

2.8. Architectural Guidelines. During the development of the Property, Developer shall comply with all architectural guidelines set forth in the Declaration and the provisions set forth on "Exhibit "M"" attached hereto and made a part hereof.

2.9. Proximity to Airport. Each Plat shall contain an avigation easement in favor of Morgan County Airport for the free and unrestricted passage of aircraft of any and all kinds for the purpose of transporting persons or property through the air, in, through, across and about the airspace over the Property. Such easement shall grant the right of flight for the passage of aircraft in airspace, together with the right to cause or create, or allow to be caused or created, such annoyances as may be inherent in, or may arise or occur from or during the operation of, aircraft in compliance with all federal, state or local aviation laws, regulations and ordinances, and other aeronautical activities therein. Further, lot owners within the Rollins Ranch agree to release and hold County harmless for accidents, damages and nuisances related to such use of said avigation easement.

2.10. Browning Agreement. Developer shall enter into an agreement with Browning ("Browning"), pursuant to which Developer shall agree to (a) construct a fence which is not less than six feet (6') high, and otherwise complies with the Declaration, between the Property and the neighboring land owned by Browning (the "Browning Property"), (b) landscape the area between the Property and the Browning Property with trees, (c) post appropriate signage on the Property warning of the potential gun hazard dangers of trespassing on Browning Property, and (d) each Plat submitted to the County

Planning Commission shall specifically acknowledge the existence of the gun range on the neighboring Browning Property, which shall be described as follows: "Browning Arms operates a fire arms test range on nearby property and periodic gun fire will be audible within the boundaries of the Property".

3. **Vested Rights and Reserved Legislative Powers.**

3.1. **Vested Rights.** Subject to Sections 3.2, 6.2 and 6.3, Developer shall have the vested right to develop and construct the Property in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations (together, the "**Land Use Laws**") in existence and effective on the date of final approval of this Agreement (the "**Vesting Date**"), and applying the terms and conditions of this Agreement and the Concept Plan (as amended by this Agreement).

3.2. **Reserved Legislative Powers.** Nothing in this Agreement shall limit the County's future exercise of its police power in enacting generally applicable Land Use Laws after the Vesting Date. Notwithstanding the retained power of the County to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of Developer under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Rollins Ranch shall be of general application to all development activity in the County; and, unless the County declares an emergency, Developer shall be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to The Rollins Ranch under the compelling, countervailing public policy exception to the vested rights doctrine. Developer acknowledges that the County cannot control changes in federal or state laws, rules and regulations that might affect a developer's right to develop property, including, without limitation, state and federal environmental laws.

4. **Further Approvals.**

4.1. **Subdivision, Plat Approval and Compliance with Design Conditions.** Subject to Section 3.1, Developer expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of the Plat as set forth in Sections 1.2 and 1.3 above. Developer has a vested right to have the Plat approved, subject to Developer's compliance with the requirements of Sections 1.2 and 1.3 hereof.

4.2. **Phasing of the Rollins Ranch.** The Rollins Ranch may be developed in three (3) or more phases, as determined by Developer, in accordance with a Plat approved pursuant to Section 1.2 hereof. The County hereby agrees that Developer is permitted to develop the first three (3) plats simultaneously, which shall consist of 117 lots. Phasing of

the Rollins Ranch shall take into account orderly development of the Rollins Ranch, coordination in connection with the installation of infrastructure improvements, future utility capacity needs, availability of access, adequacy of utilities and related considerations, and provision of open space as provided herein. The second phase of the development shall consist of not more than eighty-six (86) lots. Sales for the second phase shall not commence until 2007. The third phase of the development shall consist of not more than one-hundred and one (101) lots. Sales for the third phase shall not commence until 2009. Nothing herein shall require the Developer to develop the Property in more than three (3) phases. In the event Developer elects to develop the Property in more than three (3) phases, Developer shall not be required to develop a phase in any particular order so long as the development of such project is in accordance with the provision of the third sentence of this Section 4.2.

4.3. Timeliness. Where further approvals from the County are necessary, the County agrees to cooperate in processing requests for such approvals.

5. **Public Improvements.**

5.1. Improvements. All public improvements located within the Rollins Ranch shall be bonded, constructed and installed at the Developer's sole expense in accordance with the Plat (including the approved construction drawings and specifications), the Concept Plan (as amended by this Agreement) and this Agreement and all applicable federal, state and local laws, rules, regulations and ordinances.

5.2. Roadways. Streets within the Property shall be developed in accordance with the Concept Plan (as amended by this Agreement) and the Plat and shall be constructed prior to or concurrent with development of adjacent lots or parcels and in accordance with the Land Use Code and all applicable federal, state and local laws, rules, regulations and ordinances. Developer shall not be required to expand, operate and/or maintain any roadways outside of the Property. Developer acknowledges and agrees that the County may enact impact fees to cover the costs of constructing, maintaining and operating such roadways in accordance with the provisions of Utah Code § 11-306-201, et seq.

5.3. Sewer, Pressure Irrigation, and Storm Drainage. Developer shall install sanitary sewer, pressure irrigation culinary water supply systems and surface water drain systems for the entire Property required to serve the Phase shown on the Construction Drawings, which have been filed with the county. In addition, Developer shall cause to be brought to the Property such other utilities as are customary and necessary for the use of a residential lot. All such installation shall be done according to the reasonable and customary design and construction standards of the utility providers and the County Engineer and shall be installed underground to the extent reasonably possible. Developer shall develop water supply and storage systems and sanitary sewer systems in accordance with the provisions shown on the Construction Drawings, which have been filed with the

county. As a condition of the approval of a Plat, Developer shall obtain for each dwelling unit all necessary will-serve letters from the local water, sewer and utility providers.

6. **Miscellaneous Provisions.**

6.1. **Term of this Agreement.** The rights of the Developer under this Agreement shall continue for a period of fifteen (15) years following the approval and acceptance by the county of all phases of the development, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement. Developer's obligations under this Agreement shall continue until the earlier to occur of (a) Developer fully performing its obligations under this Agreement, or (b) the release of Developer from its obligations in accordance with Section 7.2. Notwithstanding the foregoing, any indemnification given by Developer under this Agreement shall survive the term of this Agreement.

6.2. **Fees.** Developer acknowledges that filing fees may increase over the life of the Rollins Ranch consistent with the County's exercise of its jurisdiction in accordance with applicable law.

6.3. **Construction Standards.** Construction standards for all portions of the development of the infrastructure for the Property shall be governed by the most current edition of the Land Use Code, the Utah State Building, Plumbing, Mechanical, Electrical Codes, and the International Building Code as enforced by the County as the primary governing agency, at the time of application for building permit. No part of this Agreement shall be deemed to supersede these standards. Developer shall be required to comply with all conditions necessary for the insurance of a building permit, including, without limitation, any bonding or guaranty requirements generally applied by the County.

6.4. **Dedication, Conveyance, and Preservation of Roadways and Open Space.** Upon the filing of the Plat, and except to the extent otherwise expressly set forth in this Agreement, Developer voluntarily agrees to dedicate and convey by special warranty deed or by plat dedication, at no cost to the County and free and clear of liens and encumbrances, except those existing on the Property on the date of acquisition by Developer and those agreed to by the parties (excluding any monetary liens or encumbrances), any areas designated on any plat or site plan to be used as roadways, storm water detention basins, parks open to the general public, and amenities open to the general public, in order to assure use of the land consistent with the policies, goals, and objectives of the General Plan. All parcels to be dedicated or conveyed to the County pursuant to the terms hereof shall be conveyed at the time of recordation of the Plat or at any earlier time agreed to by the parties. The County agrees to operate, maintain, repair and replace, as provided by law all public roadways and dedicated parks and trails after their approval and acceptance by the County and subject to exist warranties, if any. The County shall not be required to maintain or remove snow from any private roadways, parks and trails.

6.5. Minor Development Changes. In the event Developer desires to make minor changes to the approved Plat, plans and specifications and construction drawings which have been approved in accordance with the provisions of Sections 1.2 and 1.3 hereof, following the commencement of the development of the Property in accordance with the provisions of this Agreement and the Concept Plan (as amended by this Agreement), Developer shall submit such changes to the County Engineer for approval. So long as such changes are consistent with this Agreement, and applicable federal, state and local laws, rules, regulations and ordinances, including, without limitation, the provisions of Section 6.3 hereof, and the Concept Plan (as amended by this Agreement), the County Engineer shall approve of such changes. In the event the County Engineer determines that such changes are inconsistent with the provisions of this Agreement or the Overlay Report, Developer must seek the approval of such changes from the County Planning Commission and the County Council.

7. Successors and Assigns.

7.1. Binding Effect. This Agreement shall be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Rollins Ranch, and the successors and assigns of the County.

7.2. Assignment.

7.2.1. Developer may from time to time and without the consent of the County, convey any or all of the Phases in their entirety to a Successor Developer, together with the rights granted by this Agreement to develop one or more of the Phases so transferred or conveyed in accordance with this Agreement; provided, however, such assignment shall in no way relieve Developer of its obligations under this Agreement and Developer shall remain jointly and severally liable with Developer's assignee to perform all obligations under the terms of this Agreement which are specified to be performed by Developer. Developer may request the written consent of the County of an assignment of Developer's interest in the Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the County, to fulfill the obligations undertaken in this Agreement by Developer. The County shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the County gives its written consent to the assignment, Developer shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

7.2.2. Nothing in this Section 7 shall prohibit Developer, without the consent of the County, from selling residential lots in the ordinary course of the business of Developer, or prohibit the Developer from selling a portion of Rollins

Ranch to one or more occupants for the purpose of erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of the Overlay Report and this Agreement. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of dwelling units, residential lots, commercial structures, or other development parcels within Rollins Ranch, subject to Developer complying with the Overlay Report, this Agreement and applicable federal, state and local laws, rules, regulations and ordinances.

7.2.3. Liability of Assignee. In the event of a transfer of all or any remaining portions of Rollins Ranch and upon assumption by the transferee of the Developer's obligations under this Agreement, the transferee shall be fully substituted as the Developer under this Agreement, and shall agree to be subject to all of the conditions and restrictions to which the Developer and the Property are subject to.

8. General Terms and Conditions.

8.1. Agreement to Run With the Land. Except as specifically provided below, this Agreement shall be recorded in the Office of the Morgan County Recorder against the Property and shall be deemed to run with the land, shall encumber the same, and shall be binding on all successors in the ownership of any portion of the Property. Notwithstanding the foregoing, this Agreement shall not be deemed a covenant running with the land with respect to the enforcement of the zoning and land use regulations imposed hereby for any portion of the Property that would otherwise be exempt from compliance with zoning and land use regulations generally under applicable federal or state laws, rules and regulations by reason of the ownership thereof. Except as set forth in Utah Code §17-27a-305, to Developer's actual knowledge no portion of the Property is currently exempt from compliance with zoning and land use regulations. No party hereto shall, by reason of the covenants, conditions and restrictions established hereunder, have authority to take action forbidden by Utah Code §17-27a-305.

8.2. Construction of Agreement. This Agreement should be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

8.3. State and Federal Law. The parties agree, intend, and understand that the obligations imposed by this Agreement are only such as are consistent with applicable state and federal laws, rules, regulations and ordinances. The parties further agree that if any provision of this Agreement becomes, in its performance, inconsistent with applicable state and federal laws, rules, regulations and ordinances or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with

applicable state and federal laws, rules, regulations and ordinances, as the case may be, and the balance of this Agreement shall remain in full force and effect.

8.4. Relationship of Parties and No Third Party Rights. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the parties hereto nor any rights or benefits to third parties. It is specifically understood by the parties that: (a) the Rollins Ranch is a private development; (b) County has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property unless the County accepts the improvements in connection with a dedication plat or deed approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

8.5. Laws of General Applicability. Where this Agreement refers to laws of general applicability to the Rollins Ranch, this Agreement shall be deemed to refer to laws of general applicability to other developed and subdivided properties in the County.

8.6. Integration. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto.

8.7. No Third Party Beneficiary. The provisions of this Agreement are and will be for the benefit of Developer and the County only and are not for the benefit of any third person or entity.

8.8. Confidentiality. This Agreement and all exhibits and attachments are subject to the provisions of the Government Records Access Management Act, Utah Code Ann. § 63-2-101 et seq. as amended.

8.9. Events of Default.

8.9.1. Upon the happening of one or more of the following events or conditions Developer or County, as applicable, shall be in default ("Default") under this Agreement:

8.9.1.1. A warranty, representation or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it was made.

8.9.1.2. A determination by County made upon the basis of substantial evidence that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

8.9.1.3. Any other act or omission, either by County or Developer, which (i) violates the terms of this Agreement, or (ii) materially interferes with the intent and objectives of this Agreement.

8.9.2. Procedure Upon Default.

8.9.2.1. Upon the occurrence of Default, the non-defaulting party shall give the other party thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. In the event that the Default cannot reasonably be cured within thirty (30) days, the defaulting party shall have such additional time as may be necessary to cure such default so long as the defaulting party takes action to begin curing such default within such thirty (30) day period and thereafter proceeds diligently to cure the default. After proper notice and expiration of said thirty (30) day or other appropriate cure period without cure, the non-defaulting party may declare the other party to be in breach of this Agreement and may take the action specified in Section 8.10.

8.9.2.2. Any Default or inability to cure a Default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, regulations, or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party obligated to perform an obligation under this Agreement, shall excuse the performance of such obligation by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a Default.

8.10. Breach of Agreement. Following the occurrence of a Default by Developer, after the expiration of all application notice and cure periods set forth in Section 8.9 above, County may declare Developer to be in breach of this Agreement and County (i) may elect to withhold approval of any or all building permits or certificates of occupancy applied for in the Project, but not yet issued; and (ii) shall be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Project until Developer has cured such Default. In addition to such remedies, either County or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

8.11. Enforcement. The parties to this Agreement recognize that County has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance, or by withholding building permits or any other lawful means. In the event Developer violates the rules, policies, regulations or

ordinances of County applicable to the Property or otherwise violates the terms of this Agreement, County may, without declaring a Default hereunder or electing to seek an injunction, upon given thirty (30) days written notice to Developer specifying the nature of the alleged violation and, when appropriate, the manner in which said violation must be satisfactorily cured (or such longer period as may be reasonably required by Developer so long as Developer has commenced the cure of such violation within such thirty (30) day period and has thereafter diligently proceeded to cure such default), take such actions as shall be deemed appropriate under law until such violations have been rectified by Developer, including the withholding of building permits. County shall be free from any liability arising out of the proper exercise of its rights under this paragraph.

8.12. No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the County Council taken with the same formality as the vote approving this agreement, no officer, official or agent of County has the power to amend, modify or later this Agreement or waive any of its conditions as to bind County by making any promise or representation not contained herein.

8.13. Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorney's fees and all costs and expenses. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

8.14. Notices.

All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

If to the County: Morgan County
 P.O. Box 886
 48 West Young Street
 Morgan, Utah 84050
 Attn: County Attorney
 Fax No.: (801) 945 6006

With a copy to: Morgan County Council

48 West Young Street
Morgan, Utah 84050
Attn: County Council Chairman
Fax No.: (801) 945 6006

If to Developer: Rollins Ranch, LLC
Union Pacific Depot
12 South, 400 West, Suite 250
Salt Lake City, Utah 84101
Attn: Rulon Gardner
Fax No.: (801) 943-2948

With copy to: Robert A. McConnell
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Fax No.: (801) 532-7750

8.15 Effectiveness of Notice. Any notices sent by certified mail shall be effective on the date on which such notice is sent. Any party may change its address or notice by giving written notice to the other party in accordance with the provisions with this section.

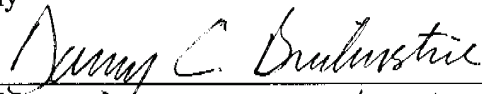
8.16 Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

DEVELOPER:

ROLLINS RANCH, L.L.C., a Utah limited liability company

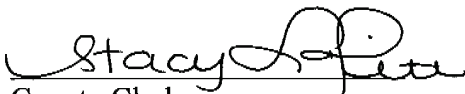
By: 
Name: Danny C. Bridenstine
Title: Managing Member

COUNTY:

COUNTY OF MORGAN

By: 
Name:
Title: County Council Chairman

Attest:


County Clerk

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by DANNY C. BRIDENSTINE, a Manager of Rollins Ranch, L.C., a Utah limited liability company, this 28TH day of NOVEMBER, 2006.



CHAD WARREN STOKES
Notary Public
Residing in SOUTH WEBER

STATE OF UTAH)
)
:SS.
COUNTY OF SALT LAKE)

The above instrument was acknowledged before me by _____, the County Manager of the County of Morgan, this ____ day of _____, 2006.

Notary Public
Residing in _____

**DEVELOPMENT AGREEMENT
EXHIBIT "A"**

(Property Legal Description)

BOUNDARY DESCRIPTION

BEGINNING ON THE CENTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'51" EAST ALONG SECTION LINE 2655.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00°00'20" WEST ALONG SECTION LINE 2137.95 FEET; THENCE SOUTH 38°48'52" WEST 615.12 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°19'26" WEST ALONG SAID QUARTER SECTION LINE 959.22 FEET; THENCE WESTERLY THE FOLLOWING 8 CALLS: SOUTH 00°12'44" WEST 1282.86 FEET, SOUTH 71°17'14" WEST 116.13, SOUTH 86°24'00" WEST 78.63 FEET, SOUTH 82°05'18" WEST 83.84 FEET, SOUTH 87°44'45" WEST 177.96 FEET, NORTH 89°49'53" WEST 784.68 FEET, SOUTH 29°32'41" WEST 385.48 FEET, NORTH 88°46'29" WEST 423.53 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°04'22" A DISTANCE OF 75.04 FEET (CHORD BEARS SOUTH 47°15'51" WEST 74.00 FEET); THENCE SOUTH 30°43'41" WEST 125.28 FEET TO A POINT OF CURVATURE; THENCE SOUTH WESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°23'49" A DISTANCE OF 38.13 (CHORD BEARS SOUTH 74°25'35" WEST 34.54 FEET) TO THE NORTH LINE OF THE OLD HIGHWAY (167) AND POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF A 1336.81 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°40'16" A DISTANCE OF 435.63 FEET (CHORD BEARS NORTH 71°38'24" WEST 433.71 FEET); THENCE NORTHERLY THE FOLLOWING 7 CALLS: NORTH 18°25'57" EAST 196.43 FEET, NORTH 05°38'00" WEST 185.45 FEET, NORTH 04°24'38 WEST 322.76 FEET, NORTH 89°17'00" WEST 156.32 FEET, NORTH 22°12'22" WEST 192.73 FEET, NORTH 206.22 FEET, NORTH 05°13'12" WEST 187.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°52'08" A DISTANCE OF 244.40 FEET (CHORD BEARS NORTH 47°39'16" WEST 222.67 FEET); THENCE NORTHERLY THE FOLLOWING 6 CALLS NORTH 08°37'59" EAST 60.42 FEET, NORTH 58°00'44" EAST 96.95 FEET, NORTH 17°29'53" WEST 296.56 FEET, NORTH 69°02'33" EAST 242.49 FEET, NORTH 42°59'58" EAST 115.06 FEET, NORTH 72°52'30" EAST 19.72 FEET; THENCE SOUTH 08°05'37" WEST 68.74 FEET; SOUTH 65°51'32" EAST 574.89 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°55'18" EAST 642.04 FEET ALONG SAID QUARTER SECTION LINE 642.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 00°18'01" EAST ALONG SECTION LINE 2644.11 FEET TO THE POINT OF BEGINNING.

CONTAINS - 10,860,592 SQ. FT. 249.32 ACRES

Ent 105900 Bk 0241 Pg 0020

Parcel #'s:

- 03 - 005 - 027	- 03 - 005 - 029 - 01
00 - 0003 - 3470	00 - 0071 - 5460
- 03 - 005 - 029	- 03 - 005 - 032 - 06 - 1
00 - 0063 - 3521	00 - 0071 - 9593

RR-1 (1/2 ACRE BASIS)

LOTS: 68.71 ACRES 42.1%
 ROADWAY: 16.45 ACRES 10.4%
 OPEN SPACE: 75.3 ACRES 47.5%
 TOTAL AREA: 154.46 ACRES 100.0%

USABLE AREA 135.11 ACRES 85.3%
 UNUSABLE AREA 23.35 ACRES 14.7%
 USABLE OPEN SPACE 53.18 ACRES 34.4% OF USABLE
 NUMBER OF LOTS: 158
 AVERAGE NET LOT SIZE: 18,392 SQ. FT.

R1-20 (1/2 ACRE BASIS)

LOTS: 45.13 ACRES 49.8%
 ROADWAY: 17.32 ACRES 19.1%
 OPEN SPACE: 28.15 ACRES 31.1%
 TOTAL AREA: 90.6 ACRES 100.0%

USABLE AREA 81.54 ACRES 90.0%
 UNUSABLE AREA 9.06 ACRES 10.0%
 USABLE OPEN SPACE 17.99 ACRES 22.1% OF USABLE
 NUMBER OF LOTS: 146
 AVERAGE NET LOT SIZE: 13,465 SQ. FT.

COMBINED AREA (RR-1 AND R1-20)

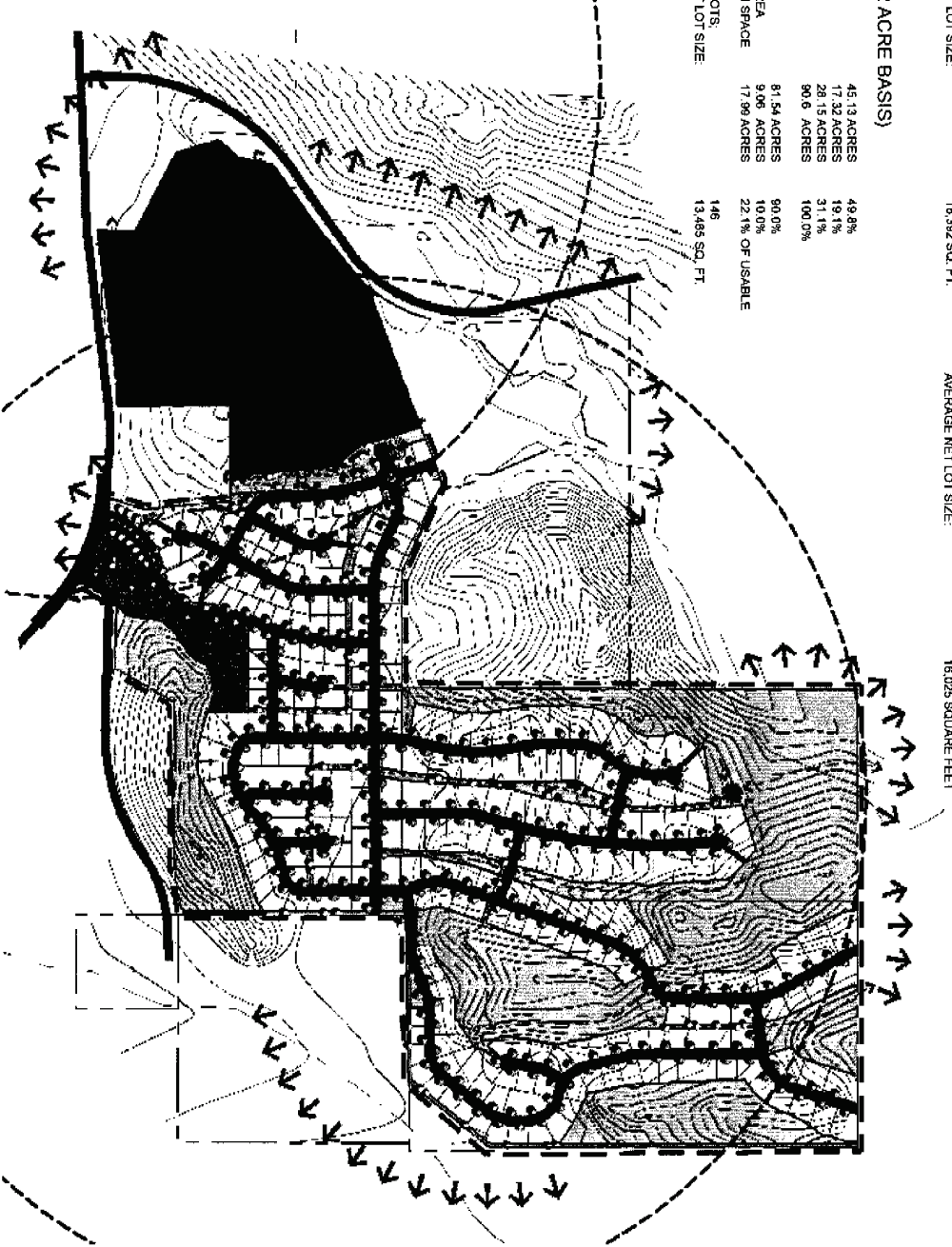
LOTS: 111.84 ACRES 44.9%
 ROADWAY: 33.77 ACRES 13.9%
 OPEN SPACE: 103.45 ACRES 41.5%
 TOTAL AREA: 249.06 ACRES 100.0%

USABLE AREA 216.65 ACRES 87.0%
 UNUSABLE AREA 32.41 ACRES 13.0%
 USABLE OPEN SPACE 71.17 ACRES 32.9% OF USABLE
 NUMBER OF LOTS: 304
 AVERAGE NET LOT SIZE: 16,025 SQUARE FEET

DEVELOPMENT AGREEMENT

EXHIBIT "J"

(Native Open Space)



Rollins Ranch
 at Mountain Green
 Preliminary Plan 5/15/2014

Site Development Information

Legend

- RR-1
- R1-20
- COMMERCIAL
- OPEN SPACE
- NEIGHBORHOOD PARK
- PEDESTRIAN TRAIL
- PAVED PEDESTRIAN TRAIL
- TRAIL HEAD
- EXISTING ROADS
- PROPOSED ROADS
- STREAMS
- VIEW SHEDS
- PROJECT LIMITS
- PROPERTY LINES

EXHIBIT 2

DEVELOPMENT AGREEMENT
EXHIBIT "F"

(Trails)

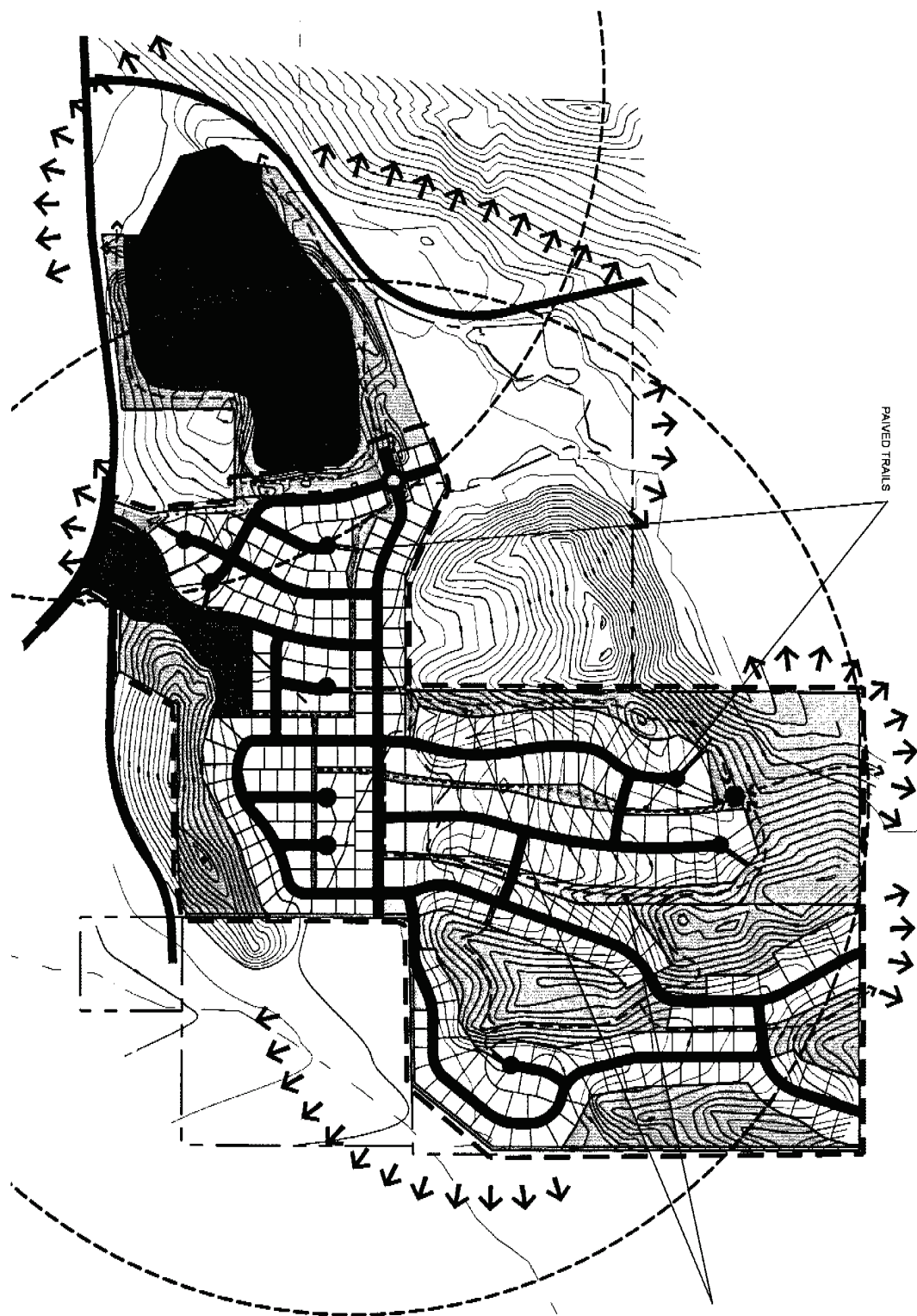


EXHIBIT 3

Recording Requested By and
When Recorded Return to:
Morgan County
Attn: Morgan County Attorney
48 West Young Street
Morgan, Utah 84050

Ent 124507 Bk 294 Pg 1138
Date: 21-NOV-2011 3:58:39PM
Fee: None
Filed By: LRH
BRENDA NELSON, Recorder
MORGAN COUNTY
For: MORGAN COUNTY

For Recording Purposes Do
Not Write Above This Line

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH**

This First Amendment to Development Agreement for Rollins Ranch (this "**Amendment**") is made effective as of the 15th day of November, 2011, by and among Morgan County, a political subdivision of the State of Utah (the "**County**") and Rollins Ranch, LLC, a Utah limited liability company ("**Developer**").

RECITALS

A. The County and Developer entered into that certain Development Agreement for Rollins Ranch (the "**Development Agreement**") dated as of November 20, 2006. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Development Agreement.

B. The Development Agreement pertains to certain real property located within the County and more particularly described on Exhibit "A" attached hereto (the "**Property**").

C. The County and Developer have determined to amend the Development Agreement as more specifically set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer hereby agree as follows:

1. **Section 2.4.2.** Section 2.4.2 of the Development Agreement is hereby amended and restated in its entirety as follows:

2.4.2 Trails. The Developer may, but shall not be obligated to, construct both paved and unpaved trails within a given Neighborhood. Those portions of the open space that are developed by Developer as trails shall be constructed at the sole cost and expense of Developer in connection with the development of the Neighborhood in which such trails are located. Upon construction of such trails and conveyance of the applicable open space area to the HOA, the HOA shall be responsible for repair and maintenance of the same, and the County shall have no obligation to repair or maintain such trails. The trails maintained by the HOA shall be limited to the use and enjoyment of the members of the HOA and their guests. So long as the Developer and the HOA, as applicable, are afforded the same or greater limitations on liability as set forth in the Utah Code § 57-14-101, et seq., the trails maintained by the HOA shall be open to the general public. To the extent that the County implements or adopts plans for a County trail system that should logically traverse through previously un-platted portions of the Property, Developer shall cooperate with the County in identifying a reasonable location for a public trail or trails to cross the property and shall grant to the County, without charge, an easement for construction, repair, maintenance and/or replacement of the same in connection with the platting of such portion of the Property. Responsibility for the ongoing maintenance, repair and/or replacement of public trails located on the Property that are incorporated into a County trail system shall be determined at the time of dedication subject to the requirements of applicable law.

2. **Prior Plats.** The modification of Section 2.4.2 of the Development Agreement pursuant to Section 1 of this Amendment shall apply notwithstanding the existence of any prior agreement pertaining to trails or the identification of any trails on the subdivision plats, plans or specifications for Phases 1-3 of the Rollins Ranch Subdivision. To this end, Exhibit "I" of the Development Agreement is no longer applicable and is deleted in its entirety. To the extent necessary to carry out the intent of this Amendment, the County agrees that it shall vacate upon the request of the Developer or the HOA any easement for trails previously granted pursuant to the requirements of Section 2.4.2, if applicable.

3. **Miscellaneous.** This Amendment contains the entire understanding of the Parties hereto and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Amendment may be executed in counterparts each of which shall be deemed an original. This Amendment shall be binding upon and shall inure to the benefit of each Party and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Amendment, the Development Agreement shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Development Agreement, the provisions of this Amendment shall in all respects govern and control.

[Signatures appear on the next two pages.]

IN WITNESS WHEREOF, the Parties have entered into this Amendment on the date first set forth above.

COUNTY:

MORGAN COUNTY, a political subdivision of the State of Utah

By: Lana D Kelley
Title: Morgan County Council Chair

ATTEST:

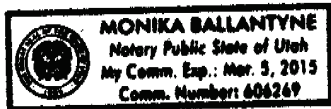
Sharon L. Lofgren
County Recorder Clerk ^{SR}

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Morgan)

On this 21st day of November, 2011, before the undersigned notary public in and for the said state, personally appeared Tina Kelley, known or identified to me to be the County Council Chair of Morgan County and the person who executed the foregoing instrument on behalf of said County and acknowledged to me that said County executed the same.

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



Monika Ballantyne
Notary Public for Utah
Residing at: Morgan, UT
My Commission Expires: 3/3/2015

DEVELOPER:

ROLLINS RANCH, LLC, a Utah limited liability company

By: 
Name: Rulon C. Gardner
Title: Manager

DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 15 day of November, 2011, before the undersigned notary public in and for the said state, personally appeared Rulon C. Gardner, known or identified to me to be the Manager of Rollins Ranch, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

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



Constance Miller
Notary Public for Utah
Residing at: Salt Lake City
My Commission Expires: 10-13-2015

**EXHIBIT A
TO
AMENDMENT OF DEVELOPMENT AGREEMENT**

Legal Description of Property

BEGINNING ON THE CENTER OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°59'51" EAST ALONG SECTION LINE 2655.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION; THENCE SOUTH 00°00'20" WEST ALONG SECTION LINE 2137.95 FEET; THENCE SOUTH 38°48'52" WEST 615.12 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°19'26" WEST ALONG SAID QUARTER SECTION LINE 959.22 FEET; THENCE WESTERLY THE FOLLOWING 8 CALLS: SOUTH 00°12'44" WEST 1282.86 FEET, SOUTH 71°17'14" WEST 116.13, SOUTH 86°24'00" WEST 78.63 FEET, SOUTH 82°05'18" WEST 83.84 FEET, SOUTH 87°44'45" WEST 177.96 FEET, NORTH 89°49'53" WEST 784.68 FEET, SOUTH 29°32'41" WEST 385.48 FEET, NORTH 88°46'29" WEST 423.53 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTLY ALONG THE ARC OF A 130.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°04'22" A DISTANCE OF 75.04 FEET (CHORD BEARS SOUTH 47°15'51" WEST 74.00 FEET); THENCE SOUTH 30°43'41" WEST 125.28 FEET TO A POINT OF CURVATURE; THENCE SOUTH WESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°23'49" A DISTANCE OF 38.13 (CHORD BEARS SOUTH 74°25'35" WEST 34.54 FEET) TO THE NORTH LINE OF THE OLD HIGHWAY (167) AND POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID NORTH LINE AND THE ARC OF A 1336.81 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 18°40'16" A DISTANCE OF 435.63 FEET (CHORD BEARS NORTH 71°38'24" WEST 433.71 FEET); THENCE NORTHERLY THE FOLLOWING 7 CALLS: NORTH 18°25'57" EAST 196.43 FEET, NORTH 05°38'00" WEST 185.45 FEET, NORTH 04°24'38" WEST 322.76 FEET, NORTH 89°17'00" WEST 156.32 FEET, NORTH 22°12'22" WEST 192.73 FEET, NORTH 206.22 FEET, NORTH 05°13'12" WEST 187.43 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 165.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84°52'08" A DISTANCE OF 244.40 FEET (CHORD BEARS NORTH 47°39'16" WEST 222.67 FEET); THENCE NORTHERLY THE FOLLOWING 6 CALLS NORTH 08°37'59" EAST 60.42 FEET, NORTH 58°00'44" EAST 96.95 FEET, NORTH 17°29'53" WEST 296.56 FEET, NORTH 69°02'33" EAST 242.49 FEET, NORTH 42°59'58" EAST 115.06 FEET, NORTH 72°52'30" EAST 19.72 FEET; THENCE SOUTH 08°05'37" WEST 68.74 FEET; SOUTH 65°51'32" EAST 574.89 FEET TO A POINT ON THE QUARTER SECTION LINE OF SAID SECTION; THENCE SOUTH 89°55'18" EAST 642.04 FEET ALONG SAID QUARTER SECTION LINE 642.02 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE NORTH 00°18'01" EAST ALONG SECTION LINE 2644.11 FEET TO THE POINT OF BEGINNING.

CONTAINS – 10,860,592 SQ. FT. 249.32 ACRES

4818-3708-2124, v. 2

EXHIBIT 4

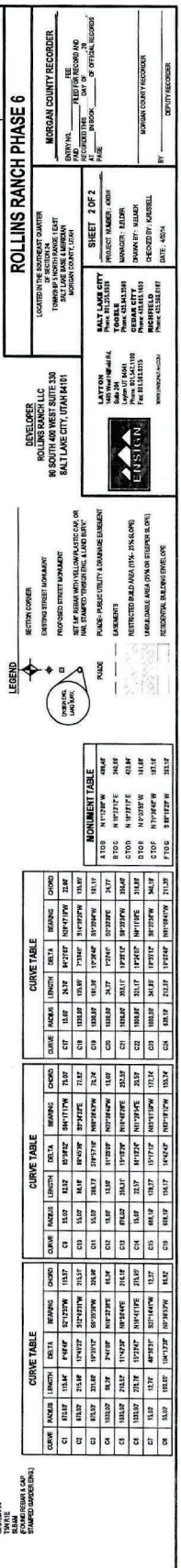
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EXHIBIT 5

Grantee:

Mark and Jennifer Hancock Revocable Trust, dated Feb. 5, 2021
Mark Hancock acting as Trustee
6243 N. Horseshoe Hollow Lane
Morgan, UT 84050

QUITCLAIM DEED

This QUITCLAIM DEED (this "Deed") is made effective as of March 15, 2024, ("Effective Date") by and between ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC, a Utah non-profit corporation ("Grantor") and THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST DATED FEB 5, 2021 (the "Grantee")(6243 N Horseshoe Hollow Ln., Morgan, UT 84050; Mark Hancock acting as Trustee).

WITNESSETH, Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does by these presents hereby convey and quitclaim unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest which Grantor now has or may hereafter acquire in that certain real property (the "Property") situated in Morgan County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the Effective Date.

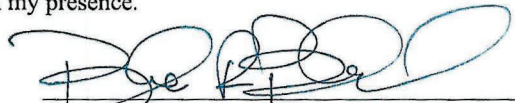
GRANTOR:

ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC


By: Jared Flitton, acting as President

STATE OF UTAH)
) ss
COUNTY OF MORGAN)

On March 15, 2024, before me, Blaine R. Blood, a Notary Public, personally appeared **Jared Flitton, acting as President of Rollins Ranch at Mountain Green Assoc. Inc.** proved to me through satisfactory evidence of identification in the form of a government issued drivers license, to be the person whose name is signed on the preceding attached document in my presence.


(Notary Signature)

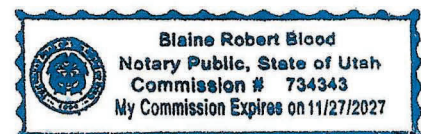


EXHIBIT A

LEGAL DESCRIPTION

Parcel No.: 00-0083-6583; also described as all of "Parcel A", according to the official plat "Rollins Ranch Phase 6" on file and of record with the Morgan County Recorder's office as of June 24, 2015.

METES AND BOUNDS DESCRIPTION

Beginning at the Center of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running;

Thence North 89°59'51" East 1146.90 feet along the quarter section line to the end of a Boundary Line Agreement as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;

Thence North 89°59'51" East 1146.90 feet along the quarter section line to a point South 89°59'51" West 1508.69 feet from the East Quarter Corner of said Section 24 and being the end of a Boundary Line Agreement between Rollins Ranch, LLC and Fernwood, L.C. recorded February 18, 2015 as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;

Thence South 33°29'53" West 180.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 41°02'58" East 54.84 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 62°57'34" East 24.96 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 50°10'20" East 9.54 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 41°35'28" East 14.35 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 32°08'05" East 42.70 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 12°18'06" East 37.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 8°38'50" West 99.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 5°11'18" West 40.25 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 0°53'02" West 52.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 11°47'10" East 30.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 36°31'05" East 30.50 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 47°14'36" East 94.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 40°11'36" East 194.88 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 2°51'41" West 204.55 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 18°19'21" West 367.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement to the Northeast Corner of Lot 604, Rollins Ranch Phase 6;

Thence South 59°07'27" West 310.56 feet along the northerly line to the Northwest Corner of Lot 604, Rollins Ranch Phase 6, also being on the street right-of-way of Horseshoe Hollow Lane;

Thence westerly 82.52 feet along the arc of a 55.00 foot radius curve to the left, (center bears South 37°16'18" West and long chord bears South 84°17'17" West 75.00 feet, with a central angle of 85°58'02") along the right of way of Horseshoe Hollow Lane to the Northeast Corner of Lot 606, Rollins Ranch Phase 6;

Thence North 48°41'44" West 440.00 feet along the northerly line to the Northwest Corner of Lot 604 Rollins Ranch Phase 6, also being the Northeast Corner of Parcel "A," Rollins Ranch Phase 5;

Thence North 50°37'07" West 723.34 feet along the northerly line to the Northwest Corner of Parcel "A," Rollins Ranch Phase 5, also being on the quarter section line;

Thence North 0°17'44" East 719.59 feet along the quarter section line to the point of beginning.

Contains 1,438,714 square feet, 26.151 acres, 1 Lot.

EXHIBIT 6

LAND USE RESTRICTION AGREEMENT

This Land Use Restriction Agreement ("Agreement") is made effective as of 1/3/2024, by and between **THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST DATED FEB 5, 2021** ("Buyer")(6243 N Horseshoe Hollow Ln., Morgan, UT 84050; Mark Hancock acting as Trustees) and **ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC.** ("Seller")(a.k.a. "Rollins Ranch at Mountain Green Association" and "Rollins Ranch at Mountain Green Homeowners Association, Inc.") (the term "Seller" also includes any successors in interest) (collectively, the "**Parties**") regarding the purchase of Parcel No.: 00-0083-6583; Serial No. 03-ROLLR6-A-NA ("**Property**") consisting of 26.151 acres (see Exhibit A).

RECITALS:

WHEREAS, the Property consists of common area currently owned and maintained by the Seller as native open space.

WHEREAS, the Buyer desires to purchase the Property and assume responsibility for all future maintenance and improvement of the Property as native open space for the Rollins Ranch subdivision.

WHEREAS, to ensure the Property is used for its intended purpose as native open space for the Rollins Ranch subdivision (as may be amended), the Parties desire this Agreement—including all duties, responsibilities, and obligations set forth hereinafter—to run with the land and all future Property owner(s) until such time as the Seller legally releases the Property from the mutual covenants and promises contained hereinafter, if ever.

NOW THEREFORE, in consideration of the mutual premises set forth above, and based upon the mutual covenants and promises hereinafter set forth, and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Rollins Ranch Phase 6, Plat Amendment Application:** The Buyer shall, within a reasonable time, submit a plat amendment application to Morgan County at Buyer's own cost and expense, requesting the County to amend the Rollins Ranch Phase 6 plat consistent with the terms of this Agreement.
2. **Effective Date:** This Agreement shall become effective and enforceable by the Parties as of its Effective Date. The Effective Date shall be the date when *all* of the following conditions are met:
 - a. The Parties have executed a purchase contract for the Property conveying it from the Seller to the Buyer at some future date (i.e. closing date) that also fully incorporates this Agreement by reference.
 - b. Title for the Property has been conveyed to the Buyer and recorded with Morgan County.
 - c. This Agreement has been recorded against the Property.
3. **Maintenance, Improvements and Access:** The Buyer, at its own expense, shall maintain the Property as native open space for the Rollins Ranch subdivision, its residents, and Seller's members. Additionally, Buyer shall commit up to \$100,000 (or more in the sole discretion of Buyer) to improve, expand, and maintain the trail system

throughout the Property for walking and mountain biking, and to provide a destination pavilion with bridges over streams and open grass area in the lower section of the Property. The Buyer shall work in good faith to achieve the following:

- a. Buyer shall maintain the Property as native open space as defined by the Seller's development agreement in force as of the Effective Date.
 - b. Buyer shall work with the Mountain Green Trails Association to develop mountain bike trails.
 - c. Buyer shall maintain mountain bike and hiking trails that are accessible and user friendly to Seller's members and other Rollins Ranch residents and their accompanied guests.
 - d. Buyer shall not unreasonably restrict Rollins Ranch residents from accessing or using the Property for its intended purposes. Neither shall the Buyer unreasonably restrict Rollins Ranch residents from accessing or using improvements made to the Property.
 - e. Buyer shall, at a minimum, permit the following uses of the Property to all Rollins Ranch residents: walking, running, and mountain biking. Buyer may permit other uses at its sole and absolute discretion.
 - f. Buyer shall work in good faith to complete all improvements contemplated herein within 2 years of the Effective Date.
4. **Insurance:** Buyer shall acquire and maintain adequate liability insurance coverage for use of the Property and any improvements or easements thereon.
 5. **Easement:** Seller's members and other Rollins Ranch residents, and their accompanied guests shall hereby have a perpetual easement to access and use the Property for general recreation, mountain biking, hiking, or running which easement shall run with the land and be binding upon all successors in interest. This easement shall be detailed to the Seller's satisfaction on the amended Phase 6 Plat discussed in Section 1 above.
 6. **Covenants, Conditions, Representations and Remedies:** The Parties agree the following covenants, conditions, and representations to be true as of the Effective Date. Breach of any of the following by either Party shall entitle the non-breaching party to its damages, costs, and fees, including reasonable attorney fees, incurred as a result:
 - a. *Seller:*
 - i. To the best of its knowledge, the Seller represents it has complied with all laws, covenants, conditions, restrictions, duties, obligations, and/or any other requirements necessary to convey the Property to the Buyer.
 - ii. The person signing this Agreement is the authorized representative of the Seller.
 - iii. The actions of the Seller's representative are binding upon the Seller.
 - iv. The Seller shall cooperate in good faith with the Buyer by signing any documents necessary to convey the Property to the Buyer and have the Agreement recorded with the Morgan County Recorder.

- v. The Seller shall use the proceeds derived from the sale of the Property for the benefit of the Seller's members and the Rollins Ranch subdivision.
- b. *Buyer*:
 - i. The Buyer represents it has complied with all laws, covenants, conditions, restrictions, duties, obligations, and/or any other requirements necessary to purchase the Property.
 - ii. The Buyer is authorized to execute this Agreement.
 - iii. The Buyer represents it has submitted this Agreement to Morgan County along with a plat amendment application requesting it be recorded against the Property.
 - iv. The Buyer shall cooperate in good faith with the Seller by signing any documents necessary to convey the Property to the Buyer and have the Agreement recorded with the Morgan County Recorder.
 - v. The Buyer agrees to hold Seller harmless and to indemnify Seller for any and all claims relating to this transaction and this Agreement that may be brought against the Seller (or its directors and officers) by other parties, including Seller's own members for, among other things, the validity of the vote and voting process to approve this transaction.
 - vi. The Buyer hereby acknowledges and agrees that this Agreement shall be binding upon all of its successors in interest.
- 7. **Dispute Resolution, Standing, Enforceability and Choice of Venue.** In the event the Buyer breaches the covenants, restrictions, or other provisions of this Agreement, the Second Judicial District Court of Morgan County shall have *sole and exclusive* jurisdiction over disputes arising from this Agreement. Any and all claims brought against the Buyer arising from this Agreement *shall and must* be brought in the Second Judicial District Court of Morgan County. Only the Seller and the Seller's members, who are also in good standing and current on their dues, shall have standing to enforce this Agreement against the Buyer. However, any aggrieved member has the burden to first demonstrate they are in good standing and current on their HOA dues.

Notwithstanding the foregoing paragraph, prior to commencing legal action against the Buyer the aggrieved party *must and shall* attempt in good faith to resolve any dispute by first providing the Buyer with written notice and a reasonable opportunity to cure (not less than 30 calendar days) the alleged breach. Failure to do so shall entitle the Buyer to its reasonable costs and fees upon successfully defending against such an action.

[SIGNATURE LINES FOLLOW BELOW]

BUYER:

THE MARK AND JENNIFER HANCOCK REVOCABLE TRUST



By: Mark Hancock

Date: March 15, 2024

Its: Trustee

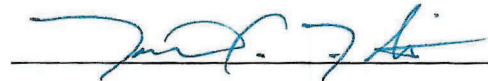
STATE OF UTAH)
) ss
COUNTY OF MORGAN)

On March 15, 2024, before me, Blaine R. Blood a Notary Public, personally appeared **Mark Hancock acting as Trustee of the Mark and Jennifer Hancock Revocable Trust**, proved to me through satisfactory evidence of identification in the form of a government issued drivers license, to be the person whose name is signed on the preceding attached document in my presence.


(Notary Signature)

SELLER:

ROLLINS RANCH AT MOUNTAIN GREEN ASSOC INC.



By: Jared Flitton

Date: March 15, 2024

Its: President

STATE OF UTAH)
) ss
COUNTY OF MORGAN)

On March 15, 2024, before me, Blaine R. Blood a Notary Public, personally appeared **Jared Flitton acting as President of Rollins Ranch at Mountain Green Assoc. Inc.**, proved to me through satisfactory evidence of identification in the form of a government issued driver's license, to be the person whose name is signed on the preceding attached document in my presence.

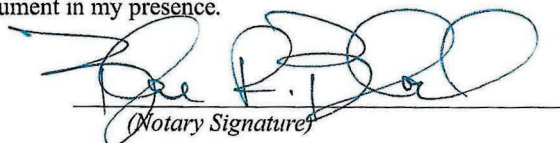

(Notary Signature)

EXHIBIT A

LEGAL DESCRIPTION

Parcel No.: 00-0083-6583; also described as all of "Parcel A", according to the official plat "Rollins Ranch Phase 6" on file and of record with the Morgan County Recorder's office as of June 24, 2015.

METES AND BOUNDS DESCRIPTION

Beginning at the Center of Section 24, Township 5 North, Range 1 East, Salt Lake Base and Meridian, and running;

Thence North 89°59'51" East 1146.90 feet along the quarter section line to the end of a Boundary Line Agreement as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;

Thence North 89°59'51" East 1146.90 feet along the quarter section line to a point South 89°59'51" West 1508.69 feet from the East Quarter Corner of said Section 24 and being the end of a Boundary Line Agreement between Rollins Ranch, LLC and Fernwood, L.C. recorded February 18, 2015 as Entry no. 134127 in Book 317 at Page 1466 of the records of Morgan County;

Thence South 33°29'53" West 180.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 41°02'58" East 54.84 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 62°57'34" East 24.96 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 50°10'20" East 9.54 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 41°35'28" East 14.35 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 32°08'05" East 42.70 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 12°18'06" East 37.64 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 8°38'50" West 99.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 5°11'18" West 40.25 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 0°53'02" West 52.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 11°47'10" East 30.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 36°31'05" East 30.50 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 47°14'36" East 94.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 40°11'36" East 194.88 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 2°51'41" West 204.55 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement;

Thence South 18°19'21" West 367.00 feet along the line defined as the common boundary line between the two parties in the Boundary Line Agreement to the Northeast Corner of Lot 604, Rollins Ranch Phase 6;

Thence South 59°07'27" West 310.56 feet along the northerly line to the Northwest Corner of Lot 604, Rollins Ranch Phase 6, also being on the street right-of-way of Horseshoe Hollow Lane;

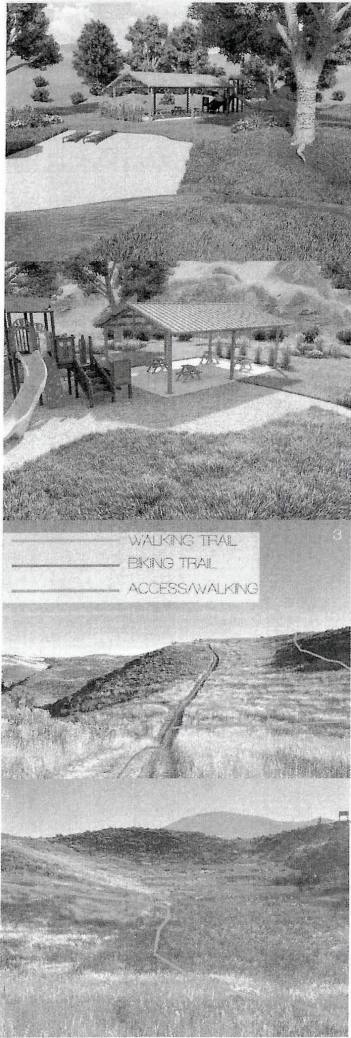
Thence westerly 82.52 feet along the arc of a 55.00 foot radius curve to the left, (center bears South 37°16'18" West and long chord bears South 84°17'17" West 75.00 feet, with a central angle of 85°58'02") along the right of way of Horseshoe Hollow Lane to the Northeast Corner of Lot 606, Rollins Ranch Phase 6;

Thence North 48°41'44" West 440.00 feet along the northerly line to the Northwest Corner of Lot 604 Rollins Ranch Phase 6, also being the Northeast Corner of Parcel "A," Rollins Ranch Phase 5;

Thence North 50°37'07" West 723.34 feet along the northerly line to the Northwest Corner of Parcel "A," Rollins Ranch Phase 5, also being on the quarter section line;

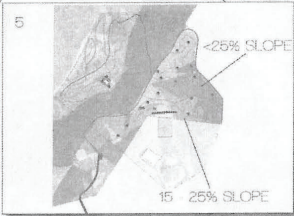
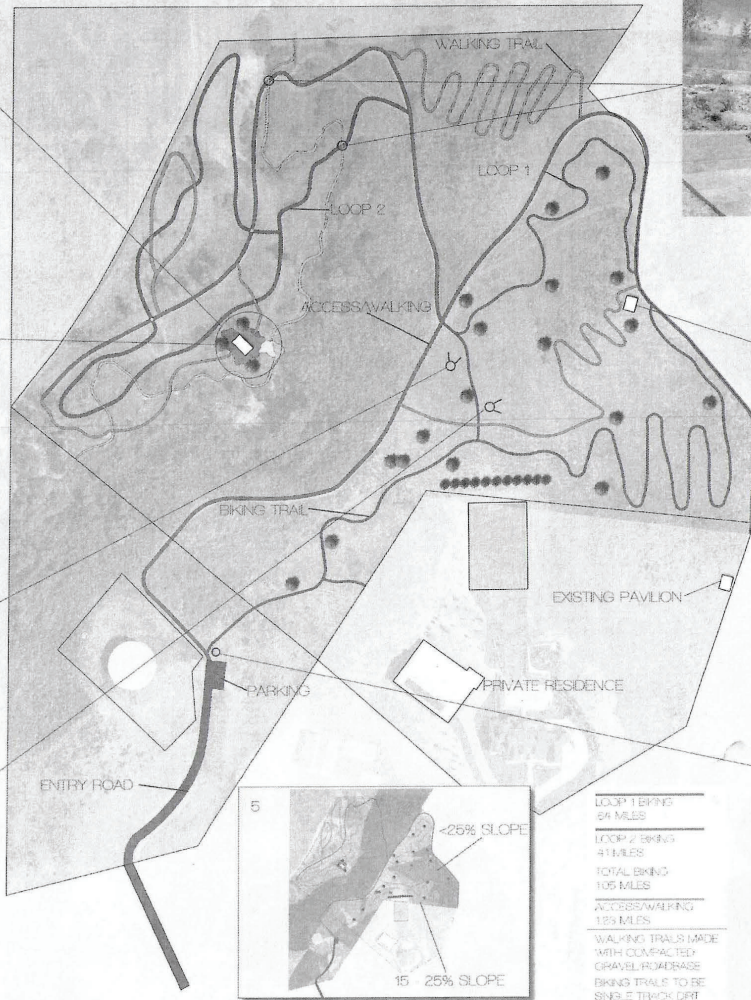
Thence North 0°17'44" East 719.59 feet along the quarter section line to the point of beginning.

Contains 1,438,714 square feet, 26.151 acres, 1 Lot.

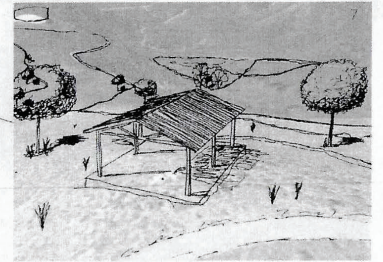


— WALKING TRAIL
 — BIKING TRAIL
 — ACCESS/WALKING

MASTER PLAN



LOOP 1 BIKING
 24 MILES
 LOOP 2 BIKING
 41 MILES
 TOTAL BIKING
 105 MILES
 ACCESS/WALKING
 183 MILES
 WALKING TRAILS MADE
 WITH COMPACTED
 GRAVEL/ROADBASE
 BIKING TRAILS TO BE
 SINGLE TRACK DIRT



- 1: VIEW OF BEACH AREA AND PAVILION
- 2: OPPOSING VIEW OF PLAYGROUND AND PAVILION
- 3: VIEW TO NORTH OF UPPER TRAILS AREA
- 4: VIEW TO EAST OF UPPER TRAILS AREA
- 5: SLOPE INTENSITY MAP
- 6: BRIDGE CONCEPT
- 7: UPPER VIEWPOINT SKETCH
- 8: ENTRY SIGNAGE/BOLLARD CONCEPT



RHETT TAYLOR
 LANDSCAPE &
 ARCHITECTURE

HANCOCK PARK, A
 ROLLINS RANCH IS A
 PRIVATELY OWNED
 PUBLIC ACCESS ARE
 FOR WALKING AND
 BIKING. ENTRANCE IS A
 OWN RISK AND OWNER
 IS ABSOLVED OF ALL
 LIABILITY. MOTORIZED
 VEHICLES ARE NO
 ALLOWED.

HANCOCK PARK

Utah West Landscape, LLC
6543 West Barney's Creek Way
West Jordan, UT 84081 US
+13853800509
utahwestldsp@gmail.com

UTAH WEST
LANDSCAPE
DESIGN · BUILD



ADDRESS

Mark Hancock
6243 Horseshoe Hollow Lane
Mountain Green, Utah 84050

Estimate 1414

DATE 02/21/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/21/2023		Estimate for 'Hancock Park' Trail System			
		Excavation Work			
	Excavation	Excavation of Top Layer (Native Vegetation)	1,735	8.00	13,880.00
	Excavation	Excavation of Entry Road and Parking Lot Prior to Asphalt- 8" Depth	12,000	0.75	9,000.00
	Excavation	Grading of Existing Access Road from Parking Lot to Upper and Lower Pavilion- 3,855' Long x 8' Wide- 4" Depth	30,840	0.55	16,962.00
	Excavation	Cut in of Loop 1 Biking Trail- 3,455' Long x 5' Wide- 4" Depth	17,275	0.55	9,501.25
	Excavation	Cut in of Loop 2 Biking Trail- 2,160' Long x 5' Wide- 4" Depth	10,800	0.55	5,940.00
	Excavation	Cut in of Walking Trail 3,600' Long x 5' Wide- 4" Depth	18,000	0.55	9,900.00
	Excavation	Excavation of Upper Pavilion Area- 8" Depth	600	0.75	450.00
	Excavation	Excavation of Lower Pavilion Area- 8" Depth	4,000	0.75	3,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Excavation	Stockpile Native Materials Onsite	1,570	6.50	10,205.00
					Subtotal: 78,838.25
		Ground Coverings			
	1" Minus Landscape Rock	Installation of 1" Minus Landscape Rock- Earth Tone in Color- Price includes the Delivery and Placement of Material- (Tons)- Gravel for Walking Trails, 4" Depth	375	85.00	31,875.00
	2" Landscape Rock	Installation of 2" Minus Landscape Rock- Earth Tone in Color- Price includes the Delivery and Placement of Material- (Tons)- Gravel for Main Access Road	570	95.00	54,150.00
	Paver Prep	4" Depth of Compacted Road Base and 1" Depth of Sand Prior to Paver Installation	1,300	3.50	4,550.00
	Pavers	Installation of Paver Surface for Upper Pavilion	600	18.50	11,100.00
	Pavers	Installation of Paver Surface for Lower Pavilion	700	18.50	12,950.00
	Sand	Clean Washed Sand for Beach Area	40	50.00	2,000.00
	Bark	Dark Brown Bark Mulch- Installed at an Average Depth of 3"	10	85.00	850.00
	Synthetic Turf Install	Installation of Synthetic Turf	1,800	15.00	27,000.00
					Subtotal: 144,475.00
		Asphalt			
	Asphalt Surfacing	Asphalt Prep for Road and Parking Lot, 4" Depth of Compacted Road Base	12,000	2.50	30,000.00
	Asphalt Surfacing	4" of Asphalt Installed	12,000	3.50	42,000.00
					Subtotal: 72,000.00
		Sprinkler Work			

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Sprinkler Systems (1" Drip Valve)	Installation of Drip System to New Trees. Point Source Drip to Each Plant. 2.0 GPH Emitters	1	7,500.00	7,500.00
					Subtotal: 7,500.00
		Plantings			
	10' to 12' Evergreen Trees	Price Includes Plant Material and Labor to Install Plant	11	1,750.00	19,250.00
	2" Deciduous Tree	Price Includes Plant Material and Labor to Install Plant	18	500.00	9,000.00
					Subtotal: 28,250.00
		Fence			
	Fence Installation	Installation of Wood Split Rail Fence along Back Property Line (Moved back 30')	650	27.50	17,875.00
	Fence Installation	Removal of Existing Fence on the Back Property Line	500	10.00	5,000.00
					Subtotal: 22,875.00
		Removal			
	Haul Off	Removal of Excess Debris, Soil, Garbage, Other Material No Longer Needed on Job Site	1,735	62.50	108,437.50
		Note: We can reduce the amount of Haul off by spreading or burring excess materials on site. Please Discuss this option with me going forward			
					Subtotal: 108,437.50
		Fabrication			
	Fabrication	Installation of Upper Pavilion- Steel Frame with Steel Roof- Powder Coated Black- 20' x 25'	1	43,750.00	43,750.00
	Fabrication	Installation of Lower Pavilion- Steel Frame with Steel Roof- Powder Coated Black- 20' x 35'	1	49,500.00	49,500.00

Accepted Date

ORDINANCE CO 26-15

AN ORDINANCE OF THE MORGAN COUNTY COMMISSION APPROVING AND ADOPTING THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR ROLLINS RANCH, ADOPTING FINDINGS, AND AUTHORIZING EXECUTION AND RECORDING

WHEREAS, Morgan County entered into a Development Agreement for Rollins Ranch on November 20, 2006, which was recorded on January 5, 2007, as Entry No. 105900 in the records of the Morgan County Recorder (the "Development Agreement"); and

WHEREAS, following discovery of previously approved amendments to the Development Agreement, the County has determined that the proposed amendment constitutes the Sixth Amendment to the Development Agreement; and

WHEREAS, the Development Agreement requires designated Native Open Space to be owned and maintained by the Rollins Ranch at Mountain Green Association, Inc. (the "HOA"), unless Morgan County approves a different ownership arrangement through an amendment to the Development Agreement; and

WHEREAS, the HOA conveyed Parcel A, consisting of approximately 26.151 acres of Native Open Space, to the Mark and Jennifer Hancock Revocable Trust (the "Hancock Trust") without first obtaining the County approval required under the Development Agreement; and

WHEREAS, the conveyance did not eliminate or modify the restrictions, obligations, or limitations imposed by the Development Agreement, which continue to run with the land and remain binding upon successors and assigns; and

WHEREAS, the proposed Sixth Amendment is limited to authorizing the change in ownership of Parcel A from the HOA to the Hancock Trust and does not authorize additional development rights, reduce the protections applicable to Parcel A, or alter its designation as Native Open Space; and

WHEREAS, under the proposed Sixth Amendment, the Hancock Trust assumes the maintenance, preservation, and other obligations applicable to Parcel A under the Development Agreement and its amendments, except as specifically modified with respect to ownership; and

WHEREAS, the HOA and Hancock Trust separately entered into a recorded Land Use Restriction Agreement addressing their private obligations concerning Parcel A and proposing certain trails and related improvements; and

WHEREAS, Morgan County is not a party to the Land Use Restriction Agreement, and approval of the Sixth Amendment does not approve or ratify that agreement, the Hancock Park Master Plan, any associated budget or timeline, or any proposed use or improvement; and

WHEREAS, the Morgan County Planning Commission conducted a duly noticed public hearing on July 9, 2026, and recommended approval of the proposed Sixth Amendment to the Morgan County Commission; and

WHEREAS, the Morgan County Commission has reviewed the Development Agreement, the proposed Sixth Amendment, the Planning Commission recommendation, the public record, and all other materials submitted and has determined that the limited change in ownership, subject to the continuing requirements of the Development Agreement and applicable law, is consistent with the purposes of the Development Agreement and is in the best interests of Morgan County and the public.

NOW, THEREFORE, BE IT ORDAINED BY THE MORGAN COUNTY COMMISSION AS FOLLOWS:

Section 1. Recitals and Findings. The foregoing recitals are incorporated into this Ordinance as findings of the Morgan County Commission.

Section 2. Additional Findings. The Morgan County Commission further finds that approval of the Sixth Amendment:

- A. Preserves the Native Open Space protections established by the Development Agreement;
- B. Ensures that the maintenance, preservation, and other obligations applicable to Parcel A under the Development Agreement and its amendments continue to be enforceable;
- C. Does not grant additional development rights, increase development density, alter approved land uses, or diminish existing restrictions applicable to Parcel A;
- D. Requires the owner of Parcel A to comply with the Development Agreement and its amendments, Morgan County Code, and all other applicable County approvals;
- E. Does not approve or ratify the separate Land Use Restriction Agreement, the financial terms of the conveyance, the Hancock Park Master Plan, any associated budget or timeline, or any proposed use or improvement;
- F. Requires any proposed use or improvement on Parcel A to undergo separate County review and receive all approvals required by the Development Agreement, Morgan County Code, and applicable law; and

G. Is based upon the unique facts presented and does not waive or modify any requirement that prior County approval be obtained for future conveyances, Development Agreement amendments, uses, or improvements.

Section 3. Approval and Adoption. The Morgan County Commission hereby approves and adopts the Sixth Amendment to the Development Agreement for Rollins Ranch in substantially the form attached to this Ordinance as Exhibit A, subject to the conditions in Section 4. Exhibit A is incorporated into this Ordinance by this reference.

Section 4. Conditions of Approval. Before execution and recording, the final Sixth Amendment shall:

A. Be correctly titled and identified throughout as the Sixth Amendment and bear a 2026 effective date;

B. Expressly provide that attachment or incorporation of the Land Use Restriction Agreement is solely for reference and does not constitute County approval or ratification of that agreement, the Hancock Park Master Plan, any associated budget or timeline, or any proposed use or improvement;

C. Provide that any proposed use or improvement remains subject to separate County review and all approvals required by the Development Agreement, Morgan County Code, and applicable law;

D. Provide that Parcel A may not be conveyed to a subsequent owner without prior written approval by Morgan County through an amendment to the Development Agreement; and

E. Include any other revisions approved by the County Attorney that are consistent with this Ordinance and do not materially expand the rights granted by the Sixth Amendment.

Section 5. Execution and Recording. The Chair of the Morgan County Commission is authorized to execute the final Sixth Amendment on behalf of Morgan County after the County Attorney determines that it complies with Section 4 of this Ordinance and after all parties have executed the same final form. County staff are authorized to cause the fully executed Sixth Amendment to be recorded in the Office of the Morgan County Recorder.

Section 6. Continuing Effect. Except as expressly modified by the Sixth Amendment, the Development Agreement and its prior amendments remain in full force and effect. If a provision of the Land Use Restriction Agreement, Hancock Park Master Plan, or any related exhibit conflicts with the Development Agreement or its amendments, the Development Agreement and its amendments control, except only as expressly provided regarding ownership of Parcel A.

Section 7. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remaining portions of this Ordinance shall remain in full force and effect.

Section 8. Effective Date. This Ordinance shall take effect as provided by Utah law following passage and publication or posting as required by law.

ADOPTED AND PASSED this 21st day of July, 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County
Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

Garrett Smith, Morgan County Attorney

AYE NAY ABSENT

Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____

**FIFTH AMENDMENT
TO DEVELOPMENT
AGREEMENT FOR
ROLLINS RANCH
MORGAN COUNTY, UTAH**

The Fifth Amendment to Development Agreement for Rollins Ranch ("this Amendment") is made effective as of July 21, 2026, by and among Morgan County, a political subdivision of the State of Utah ("County"), the Mark and Jennifer Hancock Revocable Trust ("Hancock Trust"), and Rollins Ranch at Mountain Green Association, a Utah non-profit corporation ("HOA").

RECITALS

WHEREAS, a Development Agreement for Rollins Ranch (the "Development Agreement") was entered into and dated as of November 20, 2006, as recorded on January 5, 2007 with the County Recorder as Entry Number 105900. A copy of the Development Agreement with attachments including subsequently referenced "Exhibit J" is attached hereto as Exhibit 1. Capitalized terms not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Development Agreement.

WHEREAS, Section 2.4 and more specifically, Subsection 2.4.3, of the Development Agreement provide that Native Open Space of the development would be conveyed to the HOA and owned and maintained by the HOA; and further provided that the ownership and maintenance requirements for the Native Open Space were outlined in "Exhibit J" attached to and incorporated into the Development Agreement. Pursuant to the Development Agreement, "Exhibit I" provided a depiction of the trail system to be developed. A copy of Exhibit I is attached hereto as Exhibit 2.

WHEREAS, the Development Agreement has undergone several amendments. Most pertinent to this amendment, the First Amendment to Development Agreement was dated November 15, 2011, as recorded on November 21, 2011 with the County Recorder as Entry Number 124507. The amendment amended Subsection 2.4.2 of the Development Agreement regarding Trails in Open Space and provided that under certain conditions the trails maintained by the HOA would be open to the public. This

amendment also eliminated Exhibit I. A copy of the First Amendment to the Development Agreement is attached hereto as Exhibit 3.

WHEREAS, the Final Plat for Phase 6 provided that Parcel A is an open space parcel to be owned and maintained by the Rollins Ranch Home Owner's Association and is "Native Ground." A copy of the Final Plat for Phase 6 is attached hereto as Exhibit 4.

WHEREAS, on March 15, 2024, the HOA purported to convey via Quitclaim Deed Parcel A consisting of approximately 26.151 acres of the Native Open Space to the Hancock Trust. Said Quitclaim Deed is attached hereto as Exhibit 5. Said parcel is subject to conditions of the Development Agreement and its subsequent amendments, including ownership and maintenance restrictions. Recorded with that Quitclaim Deed was a Land Use Restriction Agreement dated January 3, 2024 (recorded with the County Recorder on March 15, 2024 as Entry Number 165459) purporting to bind the Hancock Trust to the same conditions of ownership and maintenance as contained in the Development Agreement as well as other conditions. County approval was not obtained prior to the execution of these documents. The Land Use Restriction Agreement is attached hereto as Exhibit 6.

WHEREAS, Section 8.1 of the Development Agreement provides for the recording of the Development Agreement in the Office of the County Recorder and further provides that it "shall be deemed to run with the land, shall encumber the same, and shall be binding on all successors in ownership of any portion of the Property."

WHEREAS, while recognizing that the Development Agreement strictly prohibits the ownership of the Native Open Space by any entity other than the HOA, Section 7.1 of the Development Agreement provides that the Development Agreement is binding on the successors and assigns of the Developer in the ownership of any portion of the Rollins Ranch. Section 8.9 of the Development Agreement further provides remedies in the event of default of the obligations contained in that agreement.

WHEREAS, the Hancock Trust has agreed to purchase, improve, and maintain said Native Open Space contained in Parcel A pursuant to the requirements of the Development Agreement; and further, the Hancock Trust has agreed to assume all of the HOA's liabilities and obligations as provided in the Development Agreement and its amendments.

WHEREAS, in an effort to ratify the purported transfer of Parcel A to the Hancock Trust in violation of the conditions of the Development Agreement, both the HOA and the Hancock Trust have acknowledged the obligations and liabilities contained in the Development Agreement; and further, the Hancock Trust has agreed to assume all conditions and terms contained therein as a successor if the County consents to this amendment of the Development Agreement.

WHEREAS, the Hancock Trust further recognizes this amendment does not confer any development rights under the Development Agreement and that it is only succeeding the HOA in its obligations and liabilities in the ownership and maintenance of Parcel A as Native Open Space. Specifically, the Hancock Trust recognizes that it may not develop Parcel A. Additionally, the Hancock Trust recognizes that it may not convey Parcel A to a successor without County approval.

NOW, THEREFORE, the County, HOA, and the Hancock Trust hereby agree as follows:

Section 2.4.3 of the original and subsequent amendments of the Rollins Ranch Development Agreement is amended and restated as follows:

1. **2.4.3 Native Open Space.** Those portions of the open space which are not being improved by Developer and are to remain as native open space are shown on the Open Space Plan. The HOA shall own such native open space and shall be responsible for the maintenance thereof. The native open space shall be conveyed to the HOA at the time of the filing of the Plat. Except that, the HOA may sell Parcel A to the Hancock Trust under the same terms and conditions that apply to this parcel as Native Open Space in the Development Agreement and its subsequent amendments. The form and substance of the Land Use Restriction Agreement is set forth in Exhibit 6 to this Amendment with detailed plans for trails and/or other improvements including timelines for the completion of said plans. Exhibit 6 is attached to this Amendment for reference only. The ownership and maintenance requirements for the native open space as outlined on "Exhibit "J" are amended to reflect the modification in ownership and maintenance per this Amendment as it relates to Parcel A only.

2. To the extent that the Land Use Restriction Agreement entered into by the Hancocks and HOA is inconsistent with the terms and conditions of the Development Agreement, except as to ownership of Parcel A, the terms and conditions of the Development Agreement and its amendments shall control.

3. The modification of Section 2.4.3 of the Development Agreement pursuant to Section 1 of this Amendment shall apply notwithstanding the existence of any prior agreement pertaining to ownership of native open space.

4. This Amendment contains the entire understanding of the Parties hereto and supersedes all prior oral or written understandings relating to the subject matter set forth herein. This Amendment may be executed in counterparts each of which shall be deemed an original. This Amendment shall be binding upon and shall inure to the benefit of each Party and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. In all respects, other than as specifically set forth in this Amendment, the Development Agreement shall remain unaffected by this Amendment and shall continue in full force and effect, subject to the terms and conditions thereof, and in the event of any conflict, inconsistency, or incongruity between the provisions of this Amendment and any provisions of the Development Agreement, the provisions of this Amendment shall in all respects govern and control.

IN WITNESS HEREOF, the Parties have entered into this Amendment on the date first set forth above.

COUNTY:

MORGAN COUNTY, a subdivision of the State of Utah:

By: _____
Matthew Wilson
Morgan County Commission Chair

ATTEST:

Leslie Hyde, Morgan County Clerk

COUNTY ACKNOWLEDGEMENT

STATE OF UTAH)
)
County of Morgan)

On this ____ day of July, 2026, before the undersigned notary public in and for the said state, personally appeared Mathew Wilson, known or identified to me to be the County Commission Chair of Morgan County, Utah and the person who executed the foregoing instrument on behalf of said County and acknowledged to me that said County executed the same.

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

Notary: _____

Seal:



County Commission Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY commission MEETING****

Morgan County
Attn: Kate Becker
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 435.800.8724

Email: kbecker@morgancountyutah.gov

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County commission Meeting

commission Meeting Date: 7/21/26 Time Requested: _____
Name: Leslie A. Hyde Clerk/Auditor Phone: _____
Address: 48 W Young Street Morgan UT 84050
Email: lhyde@morgancountyutah.gov Fax: _____
Associated County Department: _____ County Budget

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

6:00pm Public Hearing/Discussion/Decision 2nd Qtr amendments to the County's FY 2026 Budget

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

✓

PUBLIC NOTICE
Notice of Budget Hearing
to amend Morgan County's 2026 Budget

The Morgan County Commission will hold a Budget Hearing on Tuesday, July 21, 2026 at 6:00pm in the County Commission Meeting Room of the Morgan County Courthouse 48 West Young Street, Morgan, Utah. The purpose of the Budget Hearing will be to open and make adjustments to Morgan County's 2026 budget. All interested citizens are invited to attend and will have the opportunity to give written and oral comment. The proposed amendments may be examined at the office of the Morgan County Clerk/Auditor room 18 of the Morgan County Courthouse.

Published 7.13.2026

Posted 7.9.2026

RESOLUTION CR-26-34

A RESOLUTION OF THE MORGAN COUNTY COMMISSION ADOPTING CERTAIN AMENDMENTS TO MORGAN COUNTY'S 2026 BUDGET

WHEREAS, the Morgan County Commission has financial responsibility to provide for the health, safety and welfare of the residents of Morgan County; and

WHEREAS, it is necessary to amend the budget from time to time to make routine adjustments; and

WHEREAS, Morgan County held a public hearing at the regularly scheduled meeting on July 21, 2026 after providing public notice as required by UCA.

NOW THEREFORE, BE IT RESOLVED, that the Morgan County Commission hereby makes the following budget amendments to the 2026 budget:

DEPARTMENT ADJUSTMENTS INCREASE (DECREASE)

- Public Works/Fairgrounds
10-3340-600-100 \$41,344.00
10-4520-340-200 \$41,344.00
Budget adjustment for insurance payment due to wind damage to fair office
- Recorder/GIS
10-4144-300-000 (\$1,160.00)
10-4190-312-000 \$1,160.00
Budget adjustment for budget shortage to pay invoice to New Enterprise Installment

FUND BALANCE ADJUSTMENTS GENERAL FUND INCREASE (DECREASE)

- Fleet/Fire Department
10-2951-000-000 (\$18,254.99)
10-4460-250-400 \$18,254.99
Budget adjustment for repairs to Engine 141
County Commission approved 3.3.2026

GRANTS

- Library
27-3630-000-000 \$2,570.00
27-4700-340-300 \$2,570.00
Budget adjustment for LSTA Technology Grant
- Library
27-3630-000-000 \$4,855.00
27-4700-750-000 \$4,855.00
Budget adjustment for WPR Community Foundation Grant

- Library

27-3619-000-000	\$468.00
57-4700-340-200	\$468.00

 Budget adjustment for CLEF Grant

OTHER FUND ADJUSTMENTS INCREASE (DECREASE)

- Library

27-2951-000-000	(\$6,000.00)
27-4700-250-000	\$6,000.00

 Budget adjustment for replacement of ADA doors
 County Commission approved 4.21.2026
- Library

27-2951-000-000	(\$7,687.50)
27-4700-250-000	\$7,687.50

 Budget adjustment for ADA doors & installation
 County Commission approved 5.5.2026
- Tourism

35-2951-000-000	(\$3,000.00)
35-4510-409-000	\$3,000.00

 Budget adjustment to cover year end events and Front Street Festival shortage
 County Commission approved 6.16.2026
- Impact Fees

28-2951-100-000	(\$705,466.00)
28-4400-305-000	\$705,466.00

 Budget adjustment for transportation impact fee projects
 County Commission approved 7.7.2026

FUND TRANSFERS INCREASE (DECREASE)

- Capital Improvements

10-4411-110-100	(\$25,000.00)
10-4810-615-000	\$25,000.00
44-3840-000-000	\$25,000.00
44-4410-310-100	\$25,000.00

 Budget adjustment for installation of condenser units
 County Commission approved 3.3.2026

Pursuant to Utah Code 17-36-23, at the request of the budget officer and upon this motion, the governing body, by resolution, may transfer any un-encumbered or unexpended appropriation balance or part thereof from one department in a fund to another department within the same fund.

PASSED AND ADOPTED this 21st day of July, 2026.

MORGAN COUNTY COMMISSION:

ATTEST:

Matthew Wilson, County Commission Chair

Leslie A. Hyde, Morgan County Clerk/Auditor

APPROVED AS TO FORM:

COMMISSION MEMBERS VOTING:

	AYE	NAY	ABSENT
_____ Garrett Smith, Morgan County Attorney			
Michael Newton	_____	_____	_____
Vaughn Nickerson	_____	_____	_____
Blaine Fackrell	_____	_____	_____
Raelene Blocker	_____	_____	_____
Matthew Wilson	_____	_____	_____



2026

~~2025~~ BUDGET CHANGE FORM

~~FOR GRANTS~~

Date 04-14-2026

Department Public Works Fairgrounds

Department Head Signature Bret Heiner

Amount 41,344.00

Revenue GL Account# 10-3340-600-100

Expenditure GL Account # 10-4520-340-200

Brief Description

Transfer the money we got paid from the insurance to the fairgrounds .

Clerk/Auditor Use Only

Date Entered

2020

2020

UTAH COUNTIES

INDEMNITY POOL

To: Leslie Hyde, Morgan County Risk Coordinator

From: Lance Welch, UCIP Claims Manager

Date: **April 2, 2026**

Re: Claim No: MOR0000012026
Member: Morgan County
D/Loss: 02/17/2026
Subject: Fair building damage

We have completed adjustment on the above-captioned loss. Please accept this memo as the Statement of Loss. The loss is detailed as follows:

AGREED REPAIRS	\$ 41,844.00
LESS DEDUCTIBLE	- \$ 500
NET CLAIM TOTAL	\$ 41,344.00

A check is being issued for the net claim total of \$ 41,344.00.

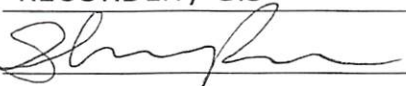
If you have any questions, please feel free to contact me at 801-307-2116.
Thank you.



2026 BUDGET CHANGE REQUEST

Date 5.11.2026

Department RECORDER / GIS

Department Head Signature 

Amount 1160.00

Move from GL Account# 10-4144-300

Move to GL Account # 10-4190-312

Brief Description

ASKING FOR THE AMOUNT OF (\$1160.00) TO BE MOVED FROM

GL# 10-4144-300 AND MOVED TO GL#10-4190-312 TO PAY FOR AN INVOICE

FOR THE NEW ENTERPRISE INSTALLMENT.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE FORM

Date 05/26/2026

Department Fire

Department Head Signature 

Kate Becker

Amount 18,254.99

Move from GL Account# 10-2951-000-000 General Fund Balance

Move to GL Account # 10-4460-250-400 Fleet: Fire

Brief Description _____

Approved at the March 3rd Commission Meeting Action Item 6

Clerk/Auditor Use Only

Date Entered: _____

Date Commission Approved: _____

MORGAN COUNTY COMMISSION MEETING AGENDA

6. Chief Brad Wilkes – Discussion/Decision – Morgan County Fire & EMS

Discussion and approval of a budget adjustment to repair Engine 141.

Fire Marshal/ Deputy Fire Chief David Olson explained that a fire engine recently returned to the county from the Wasatch Peaks Ranch Rural Road and Fire District (after being sold back to the county for \$1 under an interlocal agreement) has serious mechanical problems that were previously unknown. When mechanics inspected it, they found multiple safety issues, including a fuel leak, worn steering components, and an original air dryer that should have been replaced years ago. The mechanic recommended pulling the truck off the road until repairs are made. Because these problems were discovered only recently, the repair costs were not included in the current budget, and staff are proposing funding the repairs from the general fund. Commissioners acknowledged that while the repairs are unexpected, fixing the engine is far cheaper than replacing it, since a new fire truck could cost \$1.2–\$1.4 million.

**Commissioner Fackrell moved to approve fixing Engine 141 coming out of General Fund
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Blocker AYE

Commissioner Newton no vote

Commissioner Fackrell AYE

The Vote was unanimous. The motion passed.

Commissioner Nickerson into BOE Board

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Blocker AYE

Commissioner Newton no vote

Commissioner Fackrell AYE

The Vote was unanimous. The motion passed.

7. Morgan County Board of Equalization – Discussion/Decision – BOE Hearing

- a. Discussion and decision on BOE Hearing **CR 26-2508-BOE** based on the approved late appeal **CR 26-2501-BOE** from 1/06/2026 for John & Sarai Williamson/3250 MVD LLC; Appellant is requesting a value reduction for the tax year 2025. Also, requesting a recommendation to the Morgan County Commission for the abatement of Greenbelt Rollback taxes.

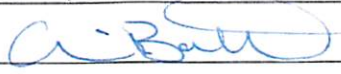
The Williams received approval for a late appeal, allowing the Board of Equalization to review their case. The assessor agreed to reduce the property value to \$1,025,000, matching the purchase price. However, the property likely never qualified for Greenbelt, which triggered an \$8,024 rollback tax. The commission must decide whether to require the rollback tax or grant some relief but cannot grant Greenbelt status through this appeal.



2026 BUDGET CHANGE FORM FOR GRANTS

Date 3/10/2026

Department Library

Department Head Signature 

Amount 2570.00

Revenue GL Account# 27-3630-000

Expenditure GL Account # 27-4700-340-300

Brief Description

Please adjust the above revenue and expenditure lines to reflect the amount awarded through the 2026 LSTA Technology Grant.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE FORM FOR GRANTS

Date 6/12/2026

Department Library

Department Head Signature *C. Ball*

Amount 4855.00

Revenue GL Account# 27-3630-000

Expenditure GL Account # 27-4700-750

Brief Description

Please adjust the above revenue and expenditure lines to reflect the grant amount awarded by Wasatch Peaks Ranch Community Foundation.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE FORM FOR GRANTS

Date 2/12/2026

Department Library

Department Head Signature 

Amount 468.00

Revenue GL Account# 27-3619-000

Expenditure GL Account # 27-4700-340-200

Brief Description

Please adjust the above revenue and expenditure lines to reflect the amount awarded through the Community Library Enhancement Fund (CLEF) grant. Budgeted amount was \$4000, actual grant award is \$4468.00.

Clerk/Auditor Use Only

Date Entered



2026 BUDGET CHANGE REQUEST

Date 04-22-2026

Department Library

Department Head Signature Erin Bott

Amount 6,000

Move from GL Account# 27-2951-000

Move to GL Account # 27-4700-250

Brief Description

Transfer is for some door Control replacements .

Approved by County Commission 4.21.26

Clerk/Auditor Use Only

Date Entered

Morgan County Commission Meeting Minutes

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Blocker AYE
Commissioner Newton AYE
Commissioner Fackrell AYE
The Vote was unanimous. The motion passed

2. Bret Heiner– Discussion/Decision – Morgan County Public Works Director Discussion and approval of the 2026 Road Projects List and awarding Staker Parsons the Morgan County paving a chipping bid.

The discussion focused on planning and funding for upcoming county road maintenance projects. Officials reviewed a list of roads, maps, and contractor bids, confirming readiness to move forward with paving and chip sealing work. Funding comes from two main sources: **Fund 19** (local option fuel tax revenue) and **Fund 20** (B & C road funds). The split allows flexibility in covering different types of road expenses, though some funds have already been used for equipment like trucks and trailers. Bret Heiner Public Works explained that budgeting conservatively is intentional leaving a cushion for unexpected costs, smaller maintenance projects, and remaining payments on equipment. He also highlighted progress in road conditions: since 2018, the number of highest-priority (worst condition) roads has been reduced from about 21–22 down to just 3, showing significant improvement. Looking ahead, larger, more expensive projects (like Silver Leaf and Cottonwood roads) remain, but the strategy is to continue catching up on smaller roads while planning for bigger repairs, possibly with additional funding support.

**Commissioner Newton moved to approve of the 2026 Road Projects List and awarding Staker Parsons the Morgan County paving a chipping bid. Including language on amendment 4.02 suggestion is to add the following as a last sentence to paragraph 4.02 "If the parties are unable to agree to unit price adjustments for any year, either party may terminate the agreement by giving written notice to the other party no later than March 1st of that year
Commissioner Blocker seconded**

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Blocker AYE
Commissioner Newton AYE
Commissioner Fackrell AYE
The Vote was unanimous. The motion passed

3. Bret Heiner & Erin Bott – Discussion/Decision – Morgan County Library Director Discussion and approval of the purchase of replacement ADA doors in the library and designating the funding that will pay for them.

The discussion focused on replacing the library's ADA door opening system, not the doors themselves. The current pneumatic (air-powered) system is outdated, unreliable, and now considered obsolete. The plan is to upgrade to a modern electric system, including new motors, controls, and push buttons, while keeping the existing doors. Only one contractor was found after an extensive search, limiting bidding options. The estimated cost is about \$6,000 plus additional electrical work to install power to the doors. Funding was debated: while the maintenance budget could cover it, there were concerns about depleting those funds. Since capital improvement funds are already exhausted, the group agreed it would be better to use the library fund balance, which has sufficient money and avoids complications with transferring funds later.

Morgan County Commission Meeting Minutes

Commissioner Newton moved for approval of the purchase of replacement ADA doors in the library and designating the funding that will pay for them. Funding to come from Library fund Balance.

Commissioner Nickerson seconded

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Blocker AYE
Commissioner Newton AYE
Commissioner Fackrell AYE
The Vote was unanimous. The motion passed

4. Bret Heiner– Discussion/Decision – Morgan County Public Works Director Discussion and approval of the purchase of a replacement Fair Office with Insurance

A windstorm destroyed the fair office building, prompting discussions about replacing it. Officials have decided to build a new standalone office rather than attach it to the existing exhibit building, due to uncertainty about that building's future. Insurance provided \$41,000, which will cover the new structure and related costs. Two bids were reviewed, and the lower bid of about \$26,500 was favored for a finished building (insulated, with windows, doors, and A/C). Timing is important to have the building ready for fair operations and to house equipment for a new sound system. Additional costs (electrical hookup and furnishings) are expected but still within the insurance payout. Separately, the group discussed future improvements to the aging exhibit building, including repainting and replacing windows, potentially funded by a dedicated quilt auction fund.

**Commissioner Newton moved to approve Morgan County Public Works Director
Discussion and approval of the purchase of a replacement Fair Office with 26,500 bid with Sturdy Build.**

Commissioner Blocker seconded

VOTE:

Commission Chair Wilson AYE
Commission Vice Chair Nickerson AYE
Commissioner Blocker AYE
Commissioner Newton AYE
Commissioner Fackrell AYE
The Vote was unanimous. The motion passed

5. Casey Basker – Discussion/Decision – Morgan County Human Resources Manager Discussion and approval of the Morgan County Fire & EMS pay matrix. This does not affect the budget.

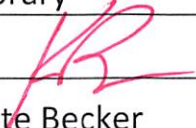
Brad Wilkes Fire Chief proposed a new pay scale for firefighters and EMTs to improve retention, create a clear advancement path, and incentivize certifications. Current wages are inconsistent, with employees of similar experience earning different amounts, and the new structure aims to standardize pay based on qualifications. The budget impact is expected to be minimal, as increases are small and offset by existing vacancies. Leaders emphasized that improving retention will save money long-term by reducing turnover costs, such as training and equipment (e.g., expensive turnout gear). The plan also introduces single-role EMT positions to better handle the high volume of medical calls and fill unstaffed shifts, helping move toward more consistent coverage. Training



2026 BUDGET CHANGE FORM

Date 07/06/2026

Department Library

Department Head Signature 
Kate Becker

Amount 7,687.50

Move from GL Account# 27-2951-000: Library Fund Balance

Move to GL Account # 27-4700-250 Library: Equipment

Brief Description _____

Cost of new ADA Doors and electrical installation _____

Approved by commission 5/5/2026 _____

Clerk/Auditor Use Only

Date Entered: _____

Date Commission Approved: _____



May 5th, 2026

4:00 CLOSED SESSION 5:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

NOTE: Commissioner Raelene Blocker shall be attending remotely.

COUNTY COMMISSION

Commission Chair Matt Wilson
Commissioner Mike Newton
Commissioner Raelene Blocker
Commissioner Blaine Fackrell
Commission Vice Chair Vaughn Nickerson

OTHER EMPLOYEES

IT Director Jeremy Archibald
Administrative Manager Kate Becker (CAM)
Deputy Clerk/Auditor Chloe Adams
County Attorney Garrett Smith (CA)
Planning Director Josh Cook
Planner 1 Kent Page
Fire Chief Brad Wilkes
Fair Coordinator Hailey Johnson
Code Enforcement Officer Chris Tremea
Public Works Director Brett Hiener

OTHERS IN ATTENDANCE

Debbie Sessions
Tina Kelley
Jeff Mathews
Brian Nesteroff
Bret Smith
John Bearnson
Lauren Hiller
Mike Babcock

4:00 CLOSED SESSION

Utah Code Annotated § 52-4-205 (1) (c) strategy sessions to discuss pending or reasonably imminent litigation; **AND (d)** strategy sessions to discuss the purchase, exchange, or lease of real property [...]

Closed Session Adjourned at: 4:55 PM

5:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: Hon. Commissioner Nickerson
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from April 21st, 2026.
2. Notice of vacancy on the Morgan County Rifle Range Advisory Board – Open to Submissions
3. Approval of out-of-state travel for training; Recreation Director Lydia Hebdon National Alliance for Youth Sports Conference, Orlando, FL November 17 – 19.
4. Notice of project completion: Morgan Fire Station Cement approach, sidewalks, and stairs.
5. Notice of project completion: Morgan County Airport Berm for beautification and sound barrier.
6. Notice of project completion: ADA door replacement in Library and external light upgrades.
7. Approval of the final Ticket Spice Agreement language for Fair ticket sales.
8. Approval of Indigent Defense Conflict Counsel agreement with Randall Lee Marshall of Marshall Law PLLC.

Commissioner Nickerson moved to approve consent agenda items 1-8

Seconded by Commissioner Fackrell

VOTE:

Commission Chair Wilson: Aye

May 5, 2026 – County Commission Meeting

Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

(C) Commissioner Declarations of Conflict of Interest
No conflicts of interest were declared.

(D) Public Comments (please limit comments to 3 minutes)

Tina Kelly (Mountain Green) spoke on behalf of **Sean York**, who could not attend due to a family obligation. She read his statement into the record regarding the baseball fields at the Bowery. York reminded the commission of an upcoming meeting with the LDS Church about a possible lease opportunity for the fields. He noted he had already spoken with Commissioners Blocker and Nickerson and wanted to ensure the Commission was aware of and discussing the opportunity as needed. Tina also mentioned that Sean had sent photos of the Mountain Green team's uniforms and offered to share them with commissioners.

Debbie Sessions (Peterson) spoke on Agenda Item 3. She said the Planning Commission did not fail to make a timely recommendation. She explained that the application had been ongoing for years, that postponements are normal, and that the applicant had agreed to the Commission's timeline. She said the staff report given to the Planning Commission incorrectly stated the plat met code and that the Commission believed the code should be amended to allow the requested flag lot. She disagreed with the packet's interpretation of non-conforming approval rules and noted that significant plat errors remain uncorrected.

(E) Action Items

1. Haley Johnson – Discussion/Decision – Morgan County Fair Coordinator

Discussion and decision on section 7 of the 2026 Fair Fun Run Agreement to determine an alternate to profit sharing.

Garret Smith (County Attorney) explained that legal review recommended replacing profit-sharing with either a flat-fee or per-participant model. Race organizer **Joe Coles** said last year's fair run lost money, which is typical for a first-year event, and said a flat fee is simplest; he suggested \$500 as reasonable. **Haley Johnson (Fair Director)** clarified that the prior profit-share idea was hers. **Fire Chief Brad Wilkes** said a \$500 flat fee would cover ambulance availability. Commissioners, including **Vaughn Nickerson** and **Blaine Fackrell**, asked about emergency-service needs and impacts on the Junior Livestock Show, and Joe explained the early-morning Como Loop route would not interfere. Commissioner **Mike Newton** said \$500 was fair and supported moving forward.

Commissioner Mike Newton moved to approve the Morgan County Fair Run agreement using Option A, requiring a \$500 flat event fee.

Commissioner Vaughn Nickerson seconded.

VOTE:

Commission Chair Wilson: Aye
Commissioner Newton: Aye
Commissioner Blocker: Aye
Commission Vice Chair Nickerson: Aye
Commissioner Fackrell: Aye
The vote was unanimous. The motion passed.

2. Josh Cook – Discussion/Decision – County Planning & Zoning

WPR Mountain Villa Plat Amendment No. 2: A request to adjust the "Limited Common Areas" around the previously platted and recorded twelve (12) townhome units.



2026 BUDGET CHANGE FORM

Date 06/16/2026

Department Tourism

Department Head Signature *KB*
Kate Becker

Amount 3,000

Move from GL Account# 35-2951-000-000 General Fund Balance

Move to GL Account # 35-4510-409-000 Event Funding

Brief Description

Approved at the June 16th Commission meeting, right after the last action
Item and before Commissioner comments

Clerk/Auditor Use Only

Date Entered:

Date Commission Approved:

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

12. Kate Becker – Discussion/Decision – Morgan County Tourism Tax Request

Discussion and decision on a request from Morgan County Library for \$1,000 in advertising funds for the “Chalk the Block” Festival in Morgan. [35-4510-409-000]

Kate Becker explained that the Tourism Tax Advisory Board has not been meeting and brought the request directly to the Commission for the Chalk the Block Festival. She noted that the tourism tax budget includes \$6,000 for advertising and that **Erin Bott**, the Library Director, submitted a request for \$1,000 in advertising funds through the UOT Co-op Grant.

Commissioner Fackrell moved to give the \$1,000 in advertising funds for the “Chalk the Block” Festival in Morgan. [35-4510-409-000]

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Kate Becker:

Kate Becker explained that the Tourism Tax Advisory Board has not been meeting and brought the request directly to the Commission for the Chalk the Block Festival. She noted that the tourism tax budget includes \$6,000 for advertising and that **Erin Bott**, the Library Director, submitted a request for \$1,000 in advertising funds through the UOT Co-op Grant.

Commissioner Newton moved to approve the expenditure on the Front Street Festival from the tourism budget.

Commissioner Nickerson seconded

Seconded by Commissioner Blocker

VOTE:

Commission Chair Wilson: Aye

Commissioner Newton: Aye

Commissioner Blocker: Aye

Commission Vice Chair Nickerson: Aye

Commissioner Fackrell: Aye

The vote was unanimous. The motion passed.

Kate Becker (CAM) informed the Commission that the county’s airport insurance is up for renewal and that recent legislation increased the required coverage cap for municipal airports from \$2 million to \$3.5 million. She explained that the county previously carried a \$2 million per-occurrence policy with no deductible and a cost of under \$900 for four years. Because of the new requirement, she asked whether the Commission wanted her to obtain pricing for the higher \$3.5 million coverage. **Commissioners Nickerson and Wilson** agreed that the Commission should review the cost difference, and the Commission directed Becker to gather the updated pricing and proceed with the higher coverage if the increase is less than double the previous premium.

Commissioner Comments:

Commissioner Blocker reported that she attended the Weber Human Services meeting and the Wild West Senior Picnic, noting it was a fun event with activities and prizes. She shared that, during the recent COG meeting, **Kate Becker** introduced the idea of creating a RAMP sign for RAMP-supported events. Blocker explained that the group discussed adding a QR code to the sign to help residents better understand how RAMP funds are used in Morgan County. She noted that the sign could be placed at activities such as youth soccer to show how recreation funds are being utilized.

Commissioner Newton expressed concern about the growing number of townhomes already planned and approved of in the county, noting consistent public feedback opposing additional multifamily development. He suggested the Commission consider ways to limit or reduce such projects and asked whether staff could provide a summary of where these units are currently allowed. **Commissioner Wilson** agreed the issue should be discussed at an upcoming special work session, possibly starting earlier. **Kate Becker (CAM)** added that the school district is struggling to find housing for new teachers, with rents under \$1,600 being scarce, and encouraged anyone with affordable rentals to contact the schools.

Commissioner Fackrell reported that he and **Commissioner Nickerson** attended BOE training and encouraged commissioners to attend in person for better understanding. He also shared updates from a regional outdoor recreation meeting, noting that the county lacks a comprehensive recreation plan and suggesting that the RAMP Advisory Board continue developing one that goes beyond sports. **Kate Becker** added that the board has been discussing public engagement and identifying needed infrastructure, particularly in Mountain Green. **Commissioner Fackrell** highlighted regional efforts to expand recreation opportunities, including a proposed OHV trail connecting Bear Lake to Salt Lake County.

Commissioner Nickerson reported that he and **Commissioner Fackrell** attended BOE training and found it very beneficial, especially in person. He encouraged community support for Morgan Valley Days, which benefits high school rodeo students. **Commissioner Nickerson** also shared an update from the Weed Board, noting that residents may receive notices or citations for invasive weed issues and that educational materials are available. He mentioned learning that some counties have multiple planning commissions, though **Commissioner Newton** noted state code may no longer allow this. **Nickerson** also highlighted improvements at the fairgrounds, including upgraded lighting and electrical access, which reduced the need for generators during recent events.

Commissioner Wilson reported receiving complaints from food vendors who applied to participate in the fair but were denied due to concerns about competing with existing vendors, despite the Commission's prior direction to allow broader participation. He noted long food lines and expressed the need for more vendor options. **Commissioner Newton** explained that the application window had been brief and that some vendors likely applied after it closed. **Kate Becker (CAM)** added that a formal fair vendor policy is being drafted but was delayed due to timing and that the fair coordinator is currently out of the country; she will follow up with the treasurer for clarification. **Commissioner Wilson** also reminded residents to vote in the upcoming election. **Kate Becker (CAM)** and **Chloe Adams** clarified public questions about ballots, noting that Utah uses mail-in voting, that undeclared or unaffiliated voters may not have received a primary ballot due to party-specific rules, and that individuals can contact or visit the Clerk/Auditor's Office for assistance.

Commissioner Fackrell moved to adjourn at 8:34 PM

APPROVED: _____ DATE: _____
Morgan County Commission Chair

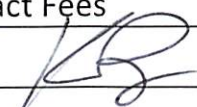
ATTEST: _____ DATE: _____
Morgan County Deputy Clerk/Auditor



2026 BUDGET CHANGE FORM

Date 07/07/2026

Department Impact Fees

Department Head Signature 

Amount 705,466

Move from GL Account# 28-2951-100-000 Transportation Impact Fee Fund

Move to GL Account # Balance

Move to GL Account # 28-4400-305-000 Transportation Impact Fee Exp

Brief Description approved by commission 7/7/2026

Clerk/Auditor Use Only

Date Entered:

Date Commission Approved:



MORGAN COUNTY COMMISSION MEETING AGENDA

July 7th, 2026

4:00 REGULAR MEETING

PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular Commission meeting in the Commission meeting room at 48 West Young Street, Morgan, Utah.

NOTE: Commissioner Vaughn Nickerson will be absent

4:00 COMMENCEMENT OF MEETING

(A) Opening Ceremonies

1. Welcome
2. Invocation and/or Moment of Reflection: **Hon. Commissioner Wilson**
3. Pledge of Allegiance

(B) Consent Agenda Items

1. Approval of the Morgan County Commission Minutes from June 16th, 2026.
2. Notice of vacancy on the Morgan County Planning Commission representing Stoddard & Milton – contact Commissioner Wilson if interested in this vacated seat.
3. Notice of issued 2026 Payment in Lieu of Taxes (PILT) payment from Department of the Interior.
4. Acknowledgement of submitted 2025 Impact Fee Report on 06/24/2026.
5. Approval of Resolution **CR 26-26** updating the County's Holiday Calendar after 2026 Legislative change adding Good Friday as a half day.
6. Notice of Stage 2 Fire Restrictions Order dated 06/26/2026.
7. Approval of Resolution **CR 26-29** adding the Emergency Management and R.A.M.P. logos to the County's Official Branding Standards.
8. Approval of the services agreement with Wasatch Civil Engineering.
9. Notice of Rifle Range closure until further notice.
10. Approval of Resolution **CR 26-31** Morgan County conflict of interest policy.
11. Notice of Utah Transportation Commission meeting from 06/26 that officially moved the I-84 interchange into Phase I of the STIP; Additionally, the I-89 & I-84 interchange will be revamped with construction starting in 2027.
12. Final report for the 2025-2026 Rural County's Economic Development Grant from the Governor's Office of Economic Development (formerly GOEO).
13. Proposed budget for the 2026-2027 Rural County's Economic Development Grant application from the Governor's Office of Economic Development (formerly GOEO).

(C) Commissioner Declarations of Conflict of Interest

(D) Public Comments (please limit comments to 3 minutes)

(E) Presentations

Hon. Janell Walker, Morgan County Assessor, Assessor Summer Workshop Recap

(F) Action Items

1. MORGAN COUNTY BOARD OF EQUALIZATION

Hon. Leslie A. Hyde – Discussion/Decision – Morgan County Clerk/Auditor
Appointment of Brad Neff as Morgan County's Board of Equalization Hearing Office for the 2026 Assessment Appeals via **Resolution CR-26-02-BOE** and approving his 'Contract for Independent Hearing Officer for BOE Appeals.'

2. Bret Heiner – Discussion/Decision – Morgan County Public Works

Discussion and decision on \$915,360 in Transportation Impact Fee projects and the correlating budget adjustment of \$705,466 out of Transportation I.F. fund balance. [28-2951-100-000 > 28-4400-305-000]



2026 BUDGET CHANGE FORM

Date 04/07/2026

Department Public Works

Department Head Signature *KR*
Kate Becker

Amount 25,000

Move from GL Account# 10-4411-110-100 OT PW

Move to GL Account # 44-4410-310-100 Capital Imp Projects

Brief Description _____

Move Money per Commission 3/3/2026 Mtg

Clerk/Auditor Use Only

Date Entered: _____

Date Commission Approved: 3.3.2026

MORGAN COUNTY COMMISSION MEETING AGENDA

travel safety by providing timely transportation information to people traveling to recreational areas.

The program focuses on communication rather than building new roads, helping travelers make informed decisions about when and how to travel. It works through partnerships with tourism organizations, transit providers, ski resorts, and local communities.

For the Ogden Valley area, which includes travel routes impacting Morgan County, UDOT launched a digital hub that provides:

- Live traffic cameras and travel times
- Road and weather conditions
- Construction and safety alerts
- Social media updates and travel tips

The system also promotes transit, carpooling, and pre-trip planning to help manage peak recreation traffic. Information is shared through websites and social media, with coordination among partners such as ski resorts and recreation areas.

Local officials and residents can also share updates (such as accidents or road closures) to improve real-time information. The program will expand to summer recreation areas like Pineview and Causey reservoirs and is seeking public feedback to improve the tools.

**Commissioner Newton moved to Move Action Items 8,9,10 to earlier in meeting
Seconded by Commissioner Blocker**

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Blocker AYE

Commissioner Newton AYE

Commissioner Fackrell AYE

The Vote was unanimous. The motion passed.

2. Bret Heiner – Discussion/Decision – Morgan County Public Works Director

Discussion and decision on replacing AC condensers in the Administration Building that have recently been identified as not working.

The County Commission discussed replacing aging HVAC condenser units that serve the Recorder's Office, HR, and the Recorder Vault, which are essential for maintaining the temperature and humidity required to protect county records. The existing condenser unit was installed in 1997 and is nearly 30 years old, and staff reported that it has begun failing.

Commissioners asked why the issue was only now being brought forward and whether the expense could be covered within existing departmental budgets. Staff explained that certain funding sources cannot legally be used for the repair. Road funds derived from gas tax revenue are restricted to transportation purposes, and payroll funds generally cannot be repurposed for building maintenance.

MORGAN COUNTY COMMISSION MEETING AGENDA

The conversation also expanded to the broader condition of the courthouse building, which is approximately 70 years old. Commissioners discussed the need for ongoing, incremental improvements to maintain the facility rather than pursuing construction of a new building, which would likely require a bond and be significantly more expensive. One idea discussed was establishing a systematic capital improvement approach that renovates portions of the buildings such as individual offices—on a rotating basis each year.

Staff also indicated that a similar condenser replacement will likely soon be required for the Assessor's Office.

The Commission approved contracting with Mountain Valley Mechanical to replace the condenser units serving the Recorder's Office, HR, and the Recorder Vault, and to include the Assessor's Office unit as well, with the total cost not to exceed \$25,000. Staff will return with a budget adjustment, likely through the capital improvements fund, to cover the expense.

Commissioner Fackrell moved to approve public works department to purchase and install condenser units and Assessors Office Human Resource and Recorders Office and not to exceed over \$25,000

Second by Commissioner Newton

VOTE:

Commission Chair Wilson AYE

Commission Vice Chair Nickerson AYE

Commissioner Blocker AYE

Commissioner Newton AYE

Commissioner Fackrell AYE

The Vote was unanimous. The motion passed.

3. Casey Basaker – Discussion – Morgan County Human Resources

Discussion on moving to Utah Local Government Trust for Workers Comp.

The County Commission received a presentation from representatives of the Utah Local Governments Trust regarding workers' compensation insurance. The Trust explained that it is a statewide insurance pool that serves more than 650 local government entities and specializes in insuring public agencies. They noted that Morgan County currently carries workers' compensation through the Workers Compensation Fund of Utah (WCF), which ensures a wide range of private businesses, whereas the Trust focuses exclusively on government entities.

Representatives outlined how workers' compensation premiums are calculated, including payroll by job classification, nationally established rates set by the National Council on Compensation Insurance (NCCI), and the county's experience modification factor based on past claims. They explained that the primary difference between insurers is the "loss cost multiplier," and because the Trust has lower overall losses among its government members, it can offer significantly lower premiums.

The Trust presented a comparison showing that if Morgan County had switched over the previous year, the county would have saved approximately \$46,000 (about 40%). The