

**NOTICE OF MEETING TO BE HELD IN PUBLIC AND EXECUTIVE SESSION
OF THE MORGAN COUNTY COUNCIL
TUESDAY, DECEMBER 15, 2020
5:30 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

AGENDA

5:30

**Call to Order
Prayer & Pledge
Approval of Agenda
Approval of Minutes
 October 20, 2020
 November 10, 2020
 November 17, 2020
 December 1, 2020
Declare Conflicts of Interest
Public Comment Period**

Recognition of Bonnie Thomson- Retiring Morgan County Treasurer

**Recognition of Randi Averett, Tina Cannon, Roland Haslam, Robert Kilmer, and Sarah Swan -
Out-going Council Members**

Business

1. Lance Evans – Discussion/Public Hearing/Decision – A proposed amendment to the Northside Creek Development Agreement. Updating the development timeline and clarifying the improvement requirements for the subdivision
2. Tina Cannon/Mike Newton – Discussion – County Economic Development – Big Sky Research Report
3. Tina Cannon – Discussion – County Council direction regarding 2021 County Membership and annual dues for American Land Council
4. Robert McConnell/Tina Cannon – Discussion/Decision – Community Investment Board Project list – Additions request from Morgan County Airport
5. Robert McConnell/Bret Heiner – Discussion/Decision – Approval of open-end lease with The Bancorp for 2021 Mack GR64F 80,000 GCWR 16' Dump Truck (includes snow plow and spreader), providing for semi-annual payment of \$21,382.71 commencing on June 10,2021

ADJOURN

Note: The Council may vote to discuss certain matters in Executive/Closed Session pursuant to Utah Code Annotated §52-4-205. In accordance with the requirements of Utah Code Annotated §52-4-203 (2)(e)(f), the clerk records in the minutes the names of all citizens who appear and speak at the County Council meeting and the substance "in brief" of their comments. Such statements may include opinion or purported facts. The county does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to state law. In compliance with the Americans with Disabilities Act, individuals needing accommodations (including auxiliary communicative aids and services) during this meeting should notify Stacy Netz Clark at (801)845-4011 at least 24 hours before this meeting. Agendas are also posted on the county web site at <http://www.morgan-county.net> under 'Agendas & Notices' and on the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>.

Date Posted: 12/14/2020
Time Posted: 11:00 a.m.
Posted by: Stacy Netz Clark

**MEETING MINUTES
OF THE MORGAN COUNTY COUNCIL
TUESDAY, December 15, 2020
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MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

Except as noted above, times for agenda items are approximate and may be changed as circumstances require. Agenda items may or may not be discussed in the order they are listed. Interested members of the general public are encouraged to remain in attendance for the duration of the meeting in the event discussion of an agenda time begins earlier than listed.

Members Present

Robert McConnell
Tina Cannon
Mike Newton
Randi Averett
Robert Kilmer
Roland Haslam
Sarah Swan

Others Present

Debbie Sessions
Tina Kelley
Cameron Francis
Austin Turner
Monte Byram
Boyd Carrigan
Blaine Fackrell
Ryan Jibson

Other Staff Present

Stacy Netz Clark, County Clerk/Auditor
Jan Farris, County Attorney

Meeting called to order by Member McConnell at 5:30 PM.

Prayer & Pledge

The prayer and pledge were given by Member McConnell.

Approval of Agenda

**Member Newton moved to approve the agenda with the noted corrections.
Seconded by Member Swan. The vote was unanimous. The motion passed.**

Approval of Minutes - October 20, 2020

**Member Newton moved to approve the agenda with the noted corrections.
Seconded by Member Swan. The vote was unanimous. The motion passed**

Approval of Minutes - November 10, 2020

**Member Cannon moved to approve the agenda with the noted corrections.
Seconded by Member Newton. The vote was unanimous. The motion passed**

Approval of Minutes - November 17, 2020

**Member Newton moved to approve the agenda with the noted corrections. Seconded
by Member Swan. The vote was unanimous. The motion passed**

Approval of Minutes - December 1, 2020

**Member Newton moved to approve the agenda with the noted corrections. Seconded
by Member Swan. The vote was unanimous. The motion passed**

Declare Conflicts of Interest

Member McConnell declared a conflict of interest regarding item #1) Northside Creek Development Agreement.

Public Comment Period

There were no public comments.

Recognition of Bonnie Thomson- Retiring Morgan County Treasurer

Recognition of Randi Averett, Tina Cannon, Roland Haslam, Robert Kilmer, and Sarah Swan - Out-going Council Members

Lance Evans – Discussion/Public Hearing/Decision – A proposed amendment to the Northside Creek Development Agreement. Updating the development timeline and clarifying the improvement requirements for the subdivision

This application is for an amendment to the Northside Creek Development Agreement that was adopted by the Morgan County Council on December 18, 2007. The applicant is proposing several wording changes to reflect the work that has gone into the project and clarify improvement requirements.

The Northside Creek PRUD Subdivision was recorded on February 10, 2009. It shows 22 lots and seven parcels. The developer would like to amend this plat to re-orient the lots for improved marketability. However, the 2007 Northside Creek Development Agreement (DA) was never executed so staff cannot determine the DA requirements to review the request. After considerable research and discussions with staff the applicant has submitted a revised Development Agreement. Staff and the applicant agreed that amending the Development Agreement would clarify the requirements of the project and allow staff to process a plat amendment for the subdivision.

Recommendation

Based on the information and findings in this staff report, planning staff recommends that the County Council approve the amend to the Northside Creek Development Agreement dated December 15, 2020 subject to all applicable regulations and the following findings and conditions.

Findings

1. That the Northside Creek Development Agreement addresses any public impacts and benefits.
2. That there is adequate public and private infrastructure and services.
3. That any required environmental protection measures have or will be addressed through the terms of the development agreement.
4. That the development agreement protects and enhances the public health, welfare, and safety above that provided by the existing land use ordinances, by upgrading the Cottonwood Canyon Road and constructing a six-foot trail system for public use.

Conditions

1. No new building permits will be issued until all required Development Agreement criteria have been satisfied.

2. That the CCR's be updated to reference HOA maintenance of all private, roads, open space and improvements as stated in the amendment of Northside Creek Subdivision.
3. All County Engineer, Surveyor and Recorder comments are addressed.
4. That all outsourced consultant fees are paid current prior to the Development Agreement recordation.
5. That all other local, state, and federal laws are adhered to.

**Member Kilmer moved to go into public hearing. Seconded by Member Newton
The vote was unanimous. The motion passed**

Monte Byrum, property owner on the North side of the North Creek Development, expressed concern with the impact to his property.

Tina Kelley asked that the Council respect the interest of the citizens and the council that was in place when the original agreement was approved.

**Member Newton moved to go out of public hearing and back into regular session
Seconded by Member Kilmer. The vote was unanimous. The motion passed.**

**Member Newton moved to postpone this item until the January 5th meeting.
Seconded by Member Cannon. Voting in favor were Members Swan, Newton,
McConnell, Haslam, Averett and Cannon. Opposed was Members Kilmer. The motion
passed**

**Tina Cannon – Discussion – County Council direction regarding 2021 County Membership
and annual dues for American Land Council**

The Council will continue support for the American Land Council. Member Cannon will prepare the request for payment for the membership dues.

**Robert McConnell/Tina Cannon – Discussion/Decision – Community Investment Board
Project list – Additions request from Morgan County Airport**

**Newton moved to add the following items to the Community Investment Board
project list for the Morgan County Airport:**

Short term

- Fire Suppression improvements \$80,000**
- Water and sewer infrastructure additions \$150,000**
- Broadband and fiber installation \$150,000**

Long term

- Extension of single parallel taxiway \$250,000**
- Fencing \$200,000**

Seconded by Member Kilmer. The vote was unanimous. The motion passed.

Robert McConnell/Bret Heiner – Discussion/Decision – Approval of open-end lease with The Bancop for 2021 Mack GR64F 80,000 GCWR 16' Dump Truck (includes snow plow and spreader), providing for semi-annual payment of \$21,382.71 commencing on June 10, 2021

Member Newton moved to approve the lease with The Bancop for 2021 Mack GR64F 80,000 GCWR 16' Dump Truck (includes snow plow and spreader), providing for semi-annual payment of \$21,382.71 commencing on June 10, 2021. Seconded by Member Kilmer. Voting in favor were Members Kilmer, Swan, Newton, McConnell, Averett, and Cannon. Opposed was member Haslam. The motion passed.

Administrative Session

The council discussed the final use of CARES funds prior to the December 31, 2020 deadline.

This administrative discussion was paused to hold an executive/closed session

Executive Session

Member Newton moved to go into executive/closed session for the purpose of discussing pending litigation and competency of an individual. Seconded by Member Averett. The vote was unanimous. The motion passed.

Member Newton moved to go out of executive/closed hearing and back into regular session. Seconded by Member Kilmer. The vote was unanimous. The motion passed.

Member Swan was excused at this time.

Administrative Session

The council continued their discussion on the final use of CARES funds prior to the December 31, 2020 deadline.

ADJOURN

Member Newton moved to adjourn.

APPROVED  Date 1/5/21
Chairman

ATTEST  Date 1-5-21
Clerk

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Date Posted: 12/14/2020
Time Posted: 11:00 a.m.
Posted by: Stacy Netz Clark

Morgan County Council Meeting
Tuesday, December 15, 2020
5:30 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

1. Cameron Francis, Beehive Brand 22.
2. Austen Turner 23.
3. Monte Byram Sulfur Springs L.C. 24.
4. David Carson 25.
5. Tina Kelley 26.
6. Blaine Fackrell 27.
7. RYAN JIBSON 28.
8. 29.
9. 30.
10. 31.
11. 32.
12. 33.
13. 34.
14. 35.
15. 36.
16. 37.
17. 38.
18. 39.
19. 40.
20. 41.
21. 42.



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

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

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

Council Meeting Date: December 15, 2020

Time Requested: 15min

Name: Lance Evans

Phone: 801-845-4059

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Public Hearing/Decision: A proposed amendment to the Northside Creek Development Agreement. Updating the development timeline and clarifying the improvement requirements for the subdivision.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

To: Morgan County Council
From: Lance Evans, PDS Director
Date: December 15, 2020
Re: **Northside Creek Development Agreement Amendment - Public Hearing**

PROPERTY ADDRESS: Approximately 6485 N. Silver Leaf Drive
GENERAL PLAN: Village Low Density Residential
ZONING DISTRICT: Rural Residential RR-5, Northside Creek Development Agreement
ACRES: 100 acres
APPLICANT: Northside Creek LLC
OWNERS: Northside Creek LLC

REQUEST: Amend the Northside Creek Development Agreement to reflect the current status of the development and related improvements and allow for modification of the recorded Northside Creek PRUD Subdivision Plat.

Background

This application is for an amendment to the Northside Creek Development Agreement that was adopted by the Morgan County Council on December 18, 2007. The applicant is proposing several wording changes to reflect the work that has gone into the project and clarify improvement requirements.

The Northside Creek PRUD Subdivision was recorded on February 10, 2009. It shows 22 lots and seven parcels. The developer would like to amend this plat to re-orient the lots for improved marketability. However, the 2007 Northside Creek Development Agreement (DA) was never executed so staff cannot determine the DA requirements to review the request. After considerable research and discussions with staff the applicant has submitted a revised Development Agreement. Staff and the applicant agreed that amending the Development Agreement would clarify the requirements of the project and allow staff to process a plat amendment for the subdivision.

Recommendation

Based on the information and findings in this staff report, planning staff recommends that the County Council approve the amend to the Northside Creek Development Agreement dated December 15, 2020 subject to all applicable regulations and the following findings and conditions.

Findings

1. That the Northside Creek Development Agreement addresses any public impacts and benefits.
2. That there is adequate public and private infrastructure and services.
3. That any required environmental protection measures have or will be addressed through the terms of the development agreement.
4. That the development agreement protects and enhances the public health, welfare, and safety above that provided by the existing land use ordinances, by upgrading the Cottonwood Canyon Road and constructing a six-foot trail system for public use.

Conditions

1. No new building permits will be issued until all required Development Agreement criteria have been satisfied.
2. That the CCR's be updated to reference HOA maintenance of all private, roads, open space and improvements as stated in the amendment of Northside Creek Subdivision.
3. All County Engineer, Surveyor and Recorder comments are addressed.
4. That all outsourced consultant fees are paid current prior to the Development Agreement recordation.
5. That all other local, state, and federal laws are adhered to.

Discussion

County Planning and Engineering staff met with the applicant and discussed several issues such as lot bonus, open space maintenance, natural vs improved open space, Cottonwood Canyon Road and trail improvements, reconstruction of the roundabout, and the subdivision road design. The improvements and standards that address these items have been included in the proposed DA.

The Planning Staff has reviewed the proposed changes to the Northside Creek Development Agreement (DA) and compared it with the "final" DA draft from 2007. There are minor changes in language and some areas of more substantial change but staff believes that any significant changes in language help to clarify requirements of the development.

The first example of a substantial change is in paragraph 5.2 "Reconstruction of Round-a-Bout and Improvements to Cottonwood Canyon Road" where it is now clearly stated that the Developer will restore damaged sections of Cottonwood Canyon Road to county standards and install a six-foot trail for public use.

The second example is the clarification is in paragraph 2.4 "Open Space" where native open

space and are defined and establishes that the HOA will own and maintain these parcels and any private improvements on the parcel. The county will continue to maintain Cottonwood Canyon Road.

Staff believes that the changes in proposed development agreement help to clarify the requirements for development.

Recommended Motion

Recommended Motion for *Approval* – “I move we approve the Northside Creek Development Agreement Amendment, application number 20.031 based on the findings listed in the staff report dated December 15, 2020.”

Recommended Motion for *Approval with conditions* – “I move we approve the Northside Creek Development Agreement Amendment, application number 20.031 based on the findings listed in the staff report dated December 15, 2020, *with the following conditions:*”

1. List any additional conditions...

Recommended Motion for *Approval with conditions* – “I move we deny the Northside Creek Development Agreement Amendment, application number 20.031 *due to the following findings:*”

1. List any additional findings...

Supporting Information

- Exhibit A: Vicinity Map
- Exhibit B: Future Land Use Map
- Exhibit C: Existing Zoning Map
- Exhibit D: Proposed Northside Creek Development Agreement
- Exhibit E: “Final” Northside Creek Development Agreement from 2007

Staff Contact

Lance Evans
801-845-4015
levans@morgan-county.net

Morgan County Code

Section 21 Development Agreements

8-21-1: PURPOSE:

The purpose of this chapter is to provide procedures and minimum standards for the review, consideration, and possible approval of development agreements by the county council. A development agreement may only be approved, if in the opinion of the county council, such development agreement is found:

- A. To recognize the nature of the subject property by tailoring development standards and requirements that provide a more desirable land use planning and regulatory scheme than would be possible under the county's existing land use ordinances; or

B. To advance the policies of the county. (Ord. 13-06, 7-2-2013)

8-21-4: MINIMUM REQUIREMENTS:

All development agreements entered into by the county shall, at a minimum, be found to comply with the following minimum standards:

- A. Be in writing.
- B. Provide an accurate legal description of the subject property and the names of all legal and equitable owners.
- C. Provide a conceptual subdivision layout or site plan including, but not limited to, the location and arrangement of all allowed uses, circulation patterns, and all required dedications and improvements.
- D. Provide the terms of the agreement, and any term extension requirement(s).
- E. Identify all allowed uses for the subject property and the procedures required for the approval of each identified use.
- F. Identify all applicable development standards, including the timing and obligations associated with the provision of necessary infrastructure and services.
- G. Provide for the provision and installation of required public infrastructure and services.
- H. Provide a listing of all features and facilities being voluntarily provided to the county, or other public or private agency, as applicable if any, in addition to those typically required by the county's land use ordinances.
- I. Provide a description of any reservation or dedication of lands for public purposes.
- J. Provide a description of any conditions, terms, restrictions, or other requirements determined to be necessary to promote the public health, safety, or welfare or the purposes of the development agreement.
- K. Identify enforcement mechanisms determined necessary to ensure compliance.
- L. Provide for the recording of the approved development agreement in the office of the Morgan County recorder. The signed and recorded copy of the development agreement shall be considered the official executed copy of said agreement.
- M. Include any additional requirements identified by the county council determined necessary to advance the interests of the county and other provisions and requirements to protect the public health, welfare and safety of the county, and its residents. (Ord. 13-06, 7-2-2013)

8-21-5: DEVELOPMENT AGREEMENT PROCEDURES:

A. All development agreements shall be considered and approved by the county council at a regular meeting.

If a development agreement contains any provision proposing to amend the county general plan or land use ordinance, including zoning designation of the subject property, the procedures of the county required for a general plan or land use ordinance amendment shall be followed, including complying with all noticing and public hearing requirements.

B. The county council shall consider all materials presented and shall approve or deny the proposed development agreement, with or without requirements and conditions and with necessary findings. If approved, the county council chair, on behalf of the county, and the applicant shall sign and execute the development agreement, as approved.

C. Within fourteen (14) business days of signature by the county council chair and the applicant the development agreement shall be recorded in the office of the county recorder, which the recorded agreement constitutes the official document of the county.

D. The county council, in considering a development agreement, may request a recommendation of the planning commission on planning, allowed uses, or other development matters that may be associated with the proposed development agreement.

E. In the event that a development agreement is amended after being executed by the affected parties a notice of amendment shall be sent by certified mail to all property owners with interest in the property as described in the development agreement. Such notice shall at a minimum explain the amendment and provide information about where the amendment may be retrieved from the county recorder's office. Expenses for the notice shall be borne by the developer. (Ord. 13-06, 7-2-2013)

8-21-6: DEVELOPMENT AGREEMENT REVIEW:

In reviewing a proposed development agreement county council may consider, but shall not be limited to, the following:

- A. Public impacts and benefits.
- B. Adequacy in the provision of all necessary public infrastructure and services.
- C. Appropriateness and adequacy of environmental protection measures; and
- D. Protection and enhancements of the public health, welfare, and safety above that provided by the existing land use ordinances. (Ord. 13-06, 7-2-2013)

Exhibit A: Vicinity Map



EXHIBIT D: PROPOSED NORTHSIDE CREEK DEVELOPMENT AGREEMENT

WHEN RECORDED, RETURN TO:

Rulon C. Gardner
North Side Creek, LLC
201 South Main Street, Suite 2015
Salt Lake City, Utah 84111
Affects Tax Parcel Nos.:

Space above for Recorder's use

DEVELOPMENT AGREEMENT

DECEMBER 15, 2020

(Morgan County/North Side Creek)

This Development Agreement ("**Agreement**") is entered into as of _____, 2020, by and between North Side Creek, LLC, a Utah limited liability company ("**Developer**"), and Morgan County, a Utah political subdivision ("**County**"). Developer and the County are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Developer owns approximately 100 acres of land located in Morgan County, Utah, a legal description of which is attached as **Exhibit A** ("**Property**"). Developer previously proposed to develop the Property as a planned residential unit development ("**PRUD**").

B. In accordance with Chapters 4, 18, and 20 of the Morgan County Land Use Management Code (2007) ("**PRUD Ordinance Provisions**"), the Developer submitted a concept plan for development of the Property to the County; and after appropriate public hearings, the County Council approved the same.

C. In accordance with the PRUD Ordinance Provisions, the Developer submitted a final plat of subdivision for the Property, which final plat was approved by the County and recorded in the office of the Morgan County Recorder on February 10, 2009 as Entry No. 115391 (the "**Final Plat**").

D. The County has required Developer to enter into this Agreement in connection with the County's approval of the PRUD and the Amended Final Plat (defined below). This Agreement and the County's approval of the PRUD advance the policies, goals, and objectives of the Morgan County General Plan ("**General Plan**"), and the Morgan County Land Use Management Code ("**Land Use Code**"), including the PRUD Ordinance Provisions, and will result in capital improvements and development that will substantially benefit the County.

E. Developer has designed and proposed development of the Property to harmonize the use of the Property with the General Plan and the applicable provisions of the Land Use Code to promote the County's long-range development objectives and policies.

F. Developer and the County desire to address specific planning issues and clarify certain standards that will apply to the development of the Property.

G. Acting in accordance with the County's authority under Utah Code §§ 17-27a-101 through -1005 (2019), the County Council has approved this Agreement based on specific findings of fact that the development of the Property in accordance with this Agreement is consistent with the goals, policies, and objectives of the General Plan and is in harmony with the community character and that the approved use of the Property.

AGREEMENT

1. Zoning, Construction Drawings, and Plat Approval.

1.1 **Amended Final Plat Approval.** On November 17, 2015, the County Council approved an amendment to the Final Plat (the "**Amended Final Plat**"), providing for private roads within the Property. Subsequent to the County Council's approval of the Amended Final Plat and the County's approval of a separate conditional use permit for the reservoir located on the Property and shown on the Amended Final Plat, Developer commenced construction of the reservoir and the additional subdivision improvements. Given the length of the construction period, Developer re-submitted in connection with the execution of this Agreement certain updated title reports and other submissions for the Property. After signature by the County Council, the Amended Final Plat, with certain adjustments approved by the Planning Director pursuant to Condition 3 of the County Council's approval of the Amended Final Plat ("any minor changes to the plat be handled by County staff prior to recordation"), will be released to Developer for collection of required signatures and recordation.

1.2 **Completion Assurances.** Notwithstanding any other provision in the Land Use Code to the contrary, the County acknowledges and agrees that Developer shall only be required to provide improvement completion assurances (each a "**Completion Assurance**") with respect to public infrastructure located within the boundaries of the Amended Final Plat if requested by Developer pursuant to the provisions of Utah Code Ann. Section 17-27a-604.5. Unless a Completion Assurance is posted with respect to the Amended Final Plat, Developer may not record the Amended Final Plat until such time as the applicable public infrastructure to be completed in connection with the Amended Final Plat are completed by Developer. Completion Assurances posted by Developer shall comply with the requirements of Section 8-12-37 of the Land Use Code. All Completion Assurances, including but not limited to performance, warranty, and maintenance bonds, and related agreements are between the County, Developer (or contractor if applicable) and the applicable financial institution. No other person shall be deemed a third-party beneficiary or have any rights under this subsection or any bond or agreement entered into pertaining to bonds. Any other person or entity, including but not limited to owners of individual units or lots, shall have no right to bring any action under any bond or agreement as a third-party beneficiary or otherwise.

1.3 **Building Permits.** Following the recordation of the Amended Final Plat, Developer is authorized to sell lots in accordance with state and local law. The County will issue building permits in accordance with this Agreement and applicable law. Building permits will only be issued when required public infrastructure for the Property has been installed and inspected and approved by the County Engineer, which approval will be limited to confirming that such infrastructure is completed in accordance with this Agreement and applicable law. No permit will be issued unless proof of approval from the HOA's (defined in Section 2.3) architectural committee has been submitted to the County.

2. **Approved Use, Density, General Configuration, and Development Standards Affecting the Property.**

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 North Side Creek is attached and specifically described on **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.

2.2 **Approved Use, Density, and General Configuration.** The approved use, density, and general configuration for the Property, including any Bonus Density, is 22 lots. Bonus density has been granted in exchange for the reconstruction of the Round-a-Bout previously removed by the County, and a resurfacing and widening of the Cottonwood Canyon Road, as more specifically set forth in this Agreement.

2.3 **Declaration of Covenants, Conditions, and Restrictions.** Upon the recording of the Amended Final Plat, Developer will record the covenants, conditions, and restrictions with respect to the Property (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "**Declaration**"). The entire Property will be subject to the Declaration. The development and construction of the Property will proceed pursuant to and consistent with the Declaration. The Declaration will establish a single home owner's association for the Property ("**HOA**"), which HOA will be responsible for the maintenance of the Common Areas (as such term is defined in the Declaration), including private roads and improved and unimproved open space areas.

2.4 **Open Space.** In connection with development of the Property, Developer will preserve a portion of the Property as open space native. The location of, and the portion of, the Property to be preserved as native open space is identified as Parcel B on the Amended Final Plat. Parcels B and C, together with "Lakeside Drive" (a private road shown on the Amended Final Plat) will be dedicated to the HOA and the HOA will own and be responsible for maintaining Parcels B and C and Lakeside Drive. Parcels B and C and Lakeside Drive will be conveyed to the HOA at the time of the recording of the Amended Final Plat. The County shall not be required to maintain any portion of the Property outside of the dedicated portions of Cottonwood Canyon Road and Silver Leaf Road that are dedicated public rights of way and shown on the Amended Final Plat.

2.5 **Proximity to Airport.** The Amended Final Plat contains 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 will grant the right of flight for the passage of aircraft in airspace, together with the right to cause or create such annoyances as may be inherent in, or may arise or occur from or during the operation of, aircraft in compliance with applicable aviation laws, and other aeronautical activities therein.

3. Vested Rights and Reserved Legislative Powers.

3.1 Vested Rights. Subject to Sections 3.2, 6.2, and 6.3, Developer will have the vested right to develop and construct the Property in accordance with the applicable 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 the Amended Final Plat (the “**Vesting Date**”), and applying the terms and conditions of this Agreement.

3.2 Reserved Legislative Powers. Nothing in this Agreement will 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 will 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 Property will be of general application to all development activity in the County; and, unless the County declares an emergency, Developer will 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 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 will be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of the Amended Final Plat as set forth in Section 1.1.

4.2 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 Property will be constructed and installed at the Developer’s sole expense in accordance with the Amended Final Plat (including the approved construction drawings and specifications), this Agreement, and applicable law. As soon as reasonably practical, but in no event more than thirty (30) days of completion of the public improvements and at a time mutually agreed upon by the Parties, the County shall inspect the public improvements to verify that such Work has been completed in

accordance with the plans and specifications therefore (the “**Inspection**”). As soon as reasonably practical, but in no event more than thirty (30) days after the Inspection, the County shall provide to Developer one of the following: a) a list of items failing to meet plans and specifications (the “**Correction List**”); or b) written acknowledgment that there are no outstanding items to be completed or repaired and the public improvements are accepted by the County. The County agrees that it shall not unreasonably withhold, condition or delay the County’s approval and initial acceptance of the public improvements, provide such public improvements are completed in accordance with the plans and specifications. Upon the County’s initial acceptance of the public improvements, Developer shall execute and deliver to the County a Cash Escrow Guarantee Agreement in the form attached hereto as **Exhibit B** (the “**Guarantee Agreement**”), which Guarantee Agreement shall require the Improvements to remain free from any damage arising from any defects in construction, materials and workmanship for a period of one year following the County’s initial acceptance of the public improvements, and further require Developer to deposit with the County pursuant to such Guarantee Agreement the sum of \$_____ (the “**Cash Deposit**”), which amount represents ten percent (10%) of the County Engineers estimate to complete the public improvements.

5.2 Reconstruction of Round-a-Bout and Improvements to Cottonwood Canyon Road. Concurrently with its construction of the subdivision improvements and pursuant to the Right of Way Permit issued on _____, Developer shall restore with road-base and asphalt to applicable County standards the Round-a-Bout located at the transition from Silver Leaf Road to Cottonwood Canyon Road (the “**Round-a-Bout**”), which Round-a-Bout was previously removed by the County and has fallen into deteriorated condition. Developer shall further repair Silver Leaf Road from the northern boundary of Phase 4 of the Cottonwoods to the Round-a-Bout and Cottonwood Canyon Road from the Round-a-Bout to the Wolf Ski Building. Finally, Developer shall repair and widen Cottonwood Canyon Road from the Wolf Ski Building to Willow Creek Road, which repair and widening shall include a six (6) foot wide asphalt bike/jogging trail located on Airport side of such roadway, from Willow Creek Road to Phase 4 of the Cottonwoods and will be undertaken in accordance with the plans and specifications for such improvements approved by the County in connection with the execution of this Agreement. The various repair areas are identified on Exhibit C attached hereto.

5.3 Roadways. The private road within the Property (i.e. “Lakeside Drive”) will be built by Developer in accordance with the Amended Final Plat, the County approved road cross-section attached hereto as Exhibit D, and will be constructed prior to or concurrent with development of adjacent lots or parcels and in accordance with applicable law. Except as expressly provided in Section 5.2, Developer will not be required to expand, operate, repair or maintain any publicly dedicated roads.

5.4 Sewer, Pressure Irrigation, and Storm Drainage. Developer will install sanitary sewer, pressure irrigation culinary water supply and storage systems and surface water drain systems for the entire Property as shown on the construction drawings, which have been filed with the County and approved by the County Engineer. In addition, Developer will cause to be brought to the Property such other utilities as are customary and necessary for the use of residential lots. All such installation will be done according to the reasonable and customary design and construction standards of the utility providers and the County Engineer and will be installed underground to the extent reasonably possible.

6. **Miscellaneous Provisions.**

6.1 **Term of this Agreement.** The rights of the Developer under this Agreement will continue for a period of ten (10) years following the date of this Agreement, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement. Developer's obligations under this Agreement will continue until the earlier to occur of (a) Developer fully performing its obligations under this Agreement, or (b) the County releasing Developer from its obligations in accordance with Section 7.2. Notwithstanding the foregoing, any indemnification given by Developer under this Agreement will survive the term of this Agreement.

6.2 **Fees.** Developer acknowledges that County fees may increase over the life of the Property 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 will be governed by the most current edition of the Land Use 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 will 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 Roads and Open Space.** Upon the filing of the Amended Final Plat, and except to the extent otherwise expressly set forth in this Agreement, Developer 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 the Amended Final Plat 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 of this Section will be conveyed at the time of recordation of the Amended Final Plat or at any earlier time agreed to by the Parties. 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.

6.5 **Minor Development Changes.** In the event Developer desires to make minor changes to the Amended Final Plat before it is recorded, plans and specifications and construction drawings which have been approved in accordance with the provisions of Section 1.1, following the commencement of the development of the Property in accordance with the provisions of this Agreement, Developer will submit such changes to the County staff for approval. So long as such changes are consistent with this Agreement and applicable law, the County Staff will approve of such changes. If the County Staff determines that such changes are inconsistent with the provisions of this Agreement, 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 will be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property, and the successors and assigns of the County.

7.2 Assignment.

(a) Developer may from time to time and without the consent of the County, convey the Property in its entirety to a successor developer, together with the rights granted by this Agreement to develop the Property in accordance with this Agreement; provided, however, such assignment will in no way relieve Developer of its obligations under this Agreement and Developer will 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 will 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 will 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 will be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

(b) Nothing in this Section 7 will 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 the Property 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 this Agreement. The provisions of this Section will 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 the PRUD, subject to Developer complying with this Agreement and applicable law.

(c) **Liability of Assignee.** In the event of a transfer of all or any remaining portions of the Property, and upon assumption by the transferee of the Developer's obligations under this Agreement, the transferee will be fully substituted as the Developer under this Agreement, and will agree to be subject to all of the conditions and restrictions that the Developer and the Property are subject to.

8. General Terms and Conditions.

8.1 Agreement to Run With the Land. This Agreement will be recorded in the office of the Morgan County Recorder against, except as specifically provided below, the Property and will be deemed to run with the land, will encumber the Property, and will be binding on all successors in the ownership of any portion of the Property. Notwithstanding the foregoing, this Agreement will 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 law by reason of the ownership thereof.

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 will 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 will 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 nor any rights or benefits to third parties. It is specifically understood by the Parties that: (a) the Property is a private development; (b) the 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 will 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 Property, this Agreement will 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.

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 § 63-2-101, et seq., as amended.

8.9 Events of Default.

(a) Upon the happening of one or more of the following events or conditions Developer or County, as applicable, will be in default (“**Default**”) under this Agreement:

(i) a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it is made.

(ii) a determination by the 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.

(iii) any other act or omission, either by the County or Developer, which (A) violates the terms of this Agreement, or (B) materially interferes with the intent and objectives of this Agreement.

(b) **Procedure Upon Default.**

(i) Upon the occurrence of Default, the non-defaulting Party will give the other Party 30 days' written notice specifying the nature of the alleged Default and, when appropriate, the manner in which the Default must be satisfactorily cured. If the Default cannot reasonably be cured within 30 days, the defaulting Party will have such additional time as may be necessary to cure the Default so long as the defaulting Party takes action to begin curing the Default within the 30-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of the 30-day (as extended) without cure, the non-defaulting Party may declare the other Party to be in breach of this Agreement and may pursue such remedies as are allowed in law or in equity.

(ii) 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, will 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 **No Waiver.** Failure of a Party to exercise a right under this Agreement will not be deemed a waiver of the right and will not affect the right of the Party to exercise the right at some future time. 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 the County has the power to amend this Agreement or waive any condition so as to bind the County by making a promise or representation not provided for in this Agreement.

8.11 **Attorneys Fees.** If any Party employs an attorney to enforce this Agreement (or any judgment based on this Agreement) against the other Party, the prevailing Party will be entitled to receive from the other Party reimbursement for all attorney's fees, costs, and expenses.

8.12 **Notices.** All notices under this Agreement will be given in writing by certified mail, postage prepaid, at the following addresses:

Developer:

North Side Creek, LLC
201 S Main, Suite 2015
Salt Lake City, UT 84111
Attn: Rulon C. Gardner

County:

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

with a copy to:

Parr Brown Gee & Loveless
101 S 200 E, Suite 700
Salt Lake City, UT 84111
Attn: Robert A. McConnell, Esq.

with a copy to:

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

8.13 Effectiveness of Notice. Any notices sent by certified mail will be effective two business days after the notice is sent. Any Party may change its address for notice by giving written notice to the other Party in accordance with Section 8.122.

8.14 Applicable Law. This Agreement will be governed by Utah.

Signatures and Acknowledgments Follow

Exhibit A

Legal Description of the Property

BOUNDARY DESCRIPTION

Beginning at a point on the section line, said point being North $0^{\circ}10'19''$ West 16.65 feet from the West Quarter Corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, and running;

Thence North $0^{\circ}10'19''$ West 1104.40 feet along the section line;
Thence North $55^{\circ}46'39''$ East 2700.00 feet to the section line;
Thence South $89^{\circ}41'41''$ East 1659.32 feet along the section line;
Thence South $47^{\circ}35'40''$ West 520.31 feet;
Thence South $48^{\circ}58'41''$ West 955.10 feet;
Thence South $47^{\circ}08'47''$ West 1225.38 feet;
Thence South $59^{\circ}15'48''$ West 905.16 feet;
Thence South $62^{\circ}47'20''$ West 697.15 feet;
Thence South $55^{\circ}15'08''$ West 577.92 feet;
Thence South $42^{\circ}29'14''$ West 402.15 feet;
Thence South $41^{\circ}11'53''$ West 156.35 feet;
Thence South $55^{\circ}19'30''$ West 496.68 feet;
Thence North $49^{\circ}19'18''$ West 311.61 feet;
Thence southwesterly 313.46 feet along the arc of a 1033.00 foot radius curve to the right, (center bears North $43^{\circ}17'11''$ West and long chord bears South $55^{\circ}24'17''$ West 312.25 feet, with a central angle of $17^{\circ}23'09''$);
Thence South $64^{\circ}05'52''$ West 14.79 feet;
Thence North $25^{\circ}54'08''$ West 66.00 feet;
Thence North $64^{\circ}05'52''$ East 14.79 feet;
Thence northeasterly 386.77 feet along the arc of a 967.00 foot radius curve to the left, (center bears North $25^{\circ}54'08''$ West and long chord bears North $52^{\circ}38'22''$ East 384.20 feet, with a central angle of $22^{\circ}55'00''$);
Thence North $41^{\circ}10'52''$ East 620.96 feet;
Thence northeasterly 422.49 feet along the arc of a 533.00 foot radius curve to the right, (center bears South $48^{\circ}49'08''$ East and long chord bears North $63^{\circ}53'22''$ East 411.52 feet, with a central angle of $45^{\circ}25'00''$);
Thence North $86^{\circ}35'52''$ East 147.28 feet;
Thence northeasterly 39.45 feet along the arc of a 267.00 foot radius curve to the left, (center bears North $3^{\circ}24'08''$ West and long chord bears North $82^{\circ}21'54''$ East 39.41 feet, with a central angle of $8^{\circ}27'55''$) to the section line and point of beginning.

Exhibit B

Form of Guarantee Agreement

**MORGAN COUNTY
WARRANTY PERIOD GUARANTEE AGREEMENT**

Exhibit C

Depiction of Repair Areas

1 of 3



Exhibit C

Depiction of Repair Areas

2 of 3



Exhibit C

Depiction of Repair Areas

3 of 3



WHEN RECORDED, RETURN TO:

Parr Waddoups Brown Gee & Loveless
185 S State St, Ste 1300
Salt Lake City, UT 84111-1537
Attn: Robert A. McConnell, Esq.

Affects Tax Parcel Nos.:

Space above for Recorder's use

DEVELOPMENT AGREEMENT

(Morgan County/North Side Creek)

This Development Agreement ("**Agreement**") is entered into as of _____, 2007, by and between North Side Creek, LLC, a Utah limited liability company ("**Developer**"), and Morgan County, a Utah political subdivision ("**County**"). Developer and the County are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Developer owns approximately 100 acres of land located in Morgan County, Utah, a legal description of which is attached as Exhibit A ("**Property**"). Developer has proposed to develop the Property as a planned residential unit development ("**PRUD**").

B. In accordance with Chapters 4, 18, and 20 of the Morgan County Land Use Management Code ("**PRUD Ordinance Provisions**"), the Developer submitted a concept plan for development of the Property to the County; and after appropriate public hearings, the County Council has approved the concept plan attached to this Agreement as Exhibit B ("**Concept Plan**").

C. The County has required Developer to enter into this Agreement in connection with the County's approval of the PRUD. This Agreement and the County's approval of the PRUD advance the policies, goals, and objectives of the Morgan County General Plan ("**General Plan**"), and the Morgan County Land Use Management Code ("**Land Use Code**"), including the PRUD Ordinance Provisions, and will result in capital improvements, business growth, and development that will substantially benefit the County.

D. Developer will design and develop the Property to harmonize the use of the Property with the General Plan and the applicable provisions of the Land Use Code to promote the County's long-range development objectives and policies.

E. Developer and the County desire to address specific planning issues and clarify certain standards that will apply to the development of the Property.

F. Acting in accordance with the County's authority under Utah Code §§ 17-27a-101 through -803 (2007), the County Planning Commission has recommended approval of this Agreement, and the County Council has approved this Agreement based on specific findings of fact that the development of the Property in accordance with this Agreement, the Concept Plan, and the PRUD Ordinance Provisions is consistent with the goals, policies, and objectives of the General Plan and is in harmony with the community character and that the approved use of the Property, and will contribute to the enjoyment of the property rights by other property owners in the area.

AGREEMENT

1. Zoning, Construction Drawings, and Plat Approval.

1.1 **Preliminary Plat Approval.** Concurrent with the approval of this Agreement, the County Council has approved the preliminary plat ("**Preliminary Plat**") and all required submittals (cost estimates, surety, title report, will serves, drainage etc.) for the Property.

1.2 **Final Plat Approval.** Developer will submit a final plat to the County for review ("**Final Plat**"). If the Final Plat is complete and conforms to the Preliminary Plat, the County will authorize Developer to submit a mylar copy of the Final Plat for approval. The Final Plat will be placed on the agenda of the County Planning Commission for review, approval, and signature. Following receipt of the signed Final Plat from the County Planning Commission, the Final Plat will be placed on the City Council agenda for signature and adoption. After approval and signature by the County Council, the Final Plat will be released to Developer for collection of required signatures and recordation.

1.3 **Building Permits.** Following the recordation of the Final Plat, Developer is authorized to sell lots in accordance with state and local law. The County will issue building permits in accordance with this Agreement and applicable law. Building permits will only be issued when required infrastructure for the Property has been installed and inspected and approved by the County Engineer, which approval will be limited to confirming that such infrastructure is completed in accordance with this Agreement and applicable law. No permit will be issued unless proof of approval from the HOA's (defined in Section 2.3) architectural committee has been submitted to the County.

2. Approved Use, Density, General Configuration, and Development Standards Affecting the Property.

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 North Side Creek is attached and specifically described on 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.

2.2 **Approved Use, Density, and General Configuration.** The approved use, density, and general configuration for the Property is set forth as follows: Base Density 108.78

Acres @ RR-5 = 20.43 units. Bonus Density is 10% =2.04 units. Total units = 22.47 or 22 units. 1 unit per 4.94 acres. Bonus density granted in exchange for Airport Fence and Trail.

2.3 Declaration of Covenants, Conditions, and Restrictions. Upon the recording of the Final Plat, Developer will record the covenants, conditions, and restrictions with respect to the Property substantially in the form of Exhibit C (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Declaration**”). The entire Property will be subject to the Declaration. The development and construction of the Property will proceed pursuant to and consistent with the Declaration. The Declaration will establish a single home owner’s association for the Property (“**HOA**”), which HOA will be responsible for the maintenance of the Common Areas (as such term is defined in the Declaration). Shortly after the HOA is formed, the HOA will prepare a budget showing the costs and expenses expected to be incurred by the HOA during each of the next three years (“**HOA Budget**”). During the period that Developer controls the HOA pursuant to the provisions of the Declaration, Developer will contribute such amounts to the HOA as are necessary for the HOA to meet its obligations under the 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 of the HOA pursuant to the Declaration, Developer will 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 will the County be responsible or liable for the enforcement of the Declaration.

2.4 Open Space. In connection with development of the Property, Developer will 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 will be shown on the Final Plat. The open space will be maintained and owned in accordance with the Final Plat. The HOA will own the native open space and will be responsible for the maintenance thereof. The ownership and maintenance requirements for the native open space are outlined on Exhibit D. The native open space will be conveyed to the HOA at the time of the filing of the Final Plat.

2.5 Proximity to Airport. The Final Plat will contain an aviation 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 will grant the right of flight for the passage of aircraft in airspace, together with the right to cause or create such annoyances as may be inherent in, or may arise or occur from or during the operation of, aircraft in compliance will applicable aviation laws, and other aeronautical activities therein.

2.6 Browning/Wolff Agreement. Concurrently with this Agreement, Developer will enter into a Restrictions and Easements Agreement (“**REA**”), substantially in the form of Exhibit E with Browning, a Utah corporation (“**Browning**”) and Wolff Family Trust, LLC, a Utah limited liability company (“**Wolff**”), under which Developer, Browning, and Wolff will agree to construct and maintain certain improvements, as specified in the REA.

3. Vested Rights and Reserved Legislative Powers.

3.1 **Vested Rights.** Subject to Sections 3.2, 6.2, and 6.3, Developer will have the vested right to develop and construct the Property in accordance with the applicable 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.

3.2 **Reserved Legislative Powers.** Nothing in this Agreement will 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 will 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 Property will be of general application to all development activity in the County; and, unless the County declares an emergency, Developer will 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 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 will be deemed to relieve it from the obligation to comply with all applicable requirements necessary for approval and recordation of the Final Plat as set forth in Section 1.2.

4.2 **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 Property will be bonded, constructed and installed at the Developer’s sole expense in accordance with the Final Plat (including the approved construction drawings and specifications), the Concept Plan (as amended by this Agreement), this Agreement, and applicable law.

5.2 **Roadways.** Streets within the Property will be built in accordance with the Final Plat and will be constructed concurrent with development of adjacent lots or parcels and in accordance with applicable law. Developer will not be required to expand, operate, or maintain any roads outside of the Property, or any publicly dedicated roads on the Property.

5.3 **Sewer, Pressure Irrigation, and Storm Drainage.** Developer will install sanitary sewer, pressure irrigation culinary water supply and storage systems and surface water drain systems for the entire Property as shown on the construction drawings, which have been filed with the County. In addition, Developer will 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 will be done according to the reasonable and customary design and construction standards of the utility providers and the County Engineer and will be installed underground to the extent reasonably possible. As a condition of approval of the Final Plat, Developer will obtain for each lot all necessary will-serve letters from the local water, sewer, and utility providers.

5.4 **Sidewalk and Airport Fence.** Developer will, at Developer's sole cost and expense, construct, concurrent with development of the Property: (a) a 6-foot wide concrete sidewalk or asphalt trail between the development commonly known as Stoneridge Neighborhood and the Property in the area more particularly shown on the Sidewalk Design Plan Cottonwood Creek Road, a copy of which is attached hereto as Exhibit F ("**Sidewalk Design Plan**"), and (b) a security fence on County property as shown on the Sidewalk Design Plan. The sidewalk will be dedicated to the County, and the County will maintain the sidewalk and fencing, except that Browning will perform snow and ice removal for the sidewalk.

6. **Miscellaneous Provisions.**

6.1 **Term of this Agreement.** The rights of the Developer under this Agreement will continue for a period of 15 years following the approval and acceptance by the County of the PRUD, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement. Developer's obligations under this Agreement will continue until the earlier to occur of (a) Developer fully performing its obligations under this Agreement, or (b) the County releasing Developer from its obligations in accordance with Section 7.2. Notwithstanding the foregoing, any indemnification given by Developer under this Agreement will survive the term of this Agreement.

6.2 **Fees.** Developer acknowledges that filing fees may increase over the life of the Property 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 will 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 will be deemed to supersede these standards. Developer will be required to comply will 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 Roads and Open Space.** Upon the filing of the Final Plat, and except to the extent otherwise expressly set forth in this Agreement, Developer 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 the Final Plat 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 of this Section will be conveyed at the time of recordation of the Final Plat or at any earlier time agreed to by the Parties. 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.

6.5 Minor Development Changes. In the event Developer desires to make minor changes to the Final Plat before it is recorded, plans and specifications and construction drawings which have been approved in accordance with the provisions of Section 1.2, 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 will submit such changes to the County Engineer for approval. So long as such changes are consistent with this Agreement and applicable law, and the Concept Plan (as amended by this Agreement), the County Engineer will approve of such changes. If the County Engineer determines that such changes are inconsistent with the provisions of this Agreement, 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 will be binding on the successors and assigns of the Developer in the ownership or development of any portion of the Property, and the successors and assigns of the County.

7.2 Assignment.

(a) Developer may from time to time and without the consent of the County, convey the Property in its entirety to a successor developer, together with the rights granted by this Agreement to develop the Property in accordance with this Agreement; provided, however, such assignment will in no way relieve Developer of its obligations under this Agreement and Developer will 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 will 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 will 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 will be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

(b) Nothing in this Section 7 will 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 the Property 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 this Agreement. The provisions of this Section will 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 the PRUD, subject to Developer complying with this Agreement and applicable law.

(c) **Liability of Assignee.** In the event of a transfer of all or any remaining portions of the Property, and upon assumption by the transferee of the Developer's obligations under this Agreement, the transferee will be fully substituted as the Developer under this Agreement, and will agree to be subject to all of the conditions and restrictions that the Developer and the Property are subject to.

8. General Terms and Conditions.

8.1 **Agreement to Run With the Land.** This Agreement will be recorded in the office of the Morgan County Recorder against, except as specifically provided below, the Property and will be deemed to run with the land, will encumber the Property, and will be binding on all successors in the ownership of any portion of the Property. Notwithstanding the foregoing, this Agreement will 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 law 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 will, 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 will 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 will 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 nor any rights or benefits to third parties. It is specifically understood by the Parties that: (a) the Property is a private development; (b) the 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 will 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 Property, this Agreement will 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.

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 § 63-2-101, et seq., as amended.

8.9 Events of Default.

(a) Upon the happening of one or more of the following events or conditions Developer or County, as applicable, will be in default (“Default”) under this Agreement:

(i) a warranty, representation, or statement made or furnished by Developer under this Agreement is intentionally false or misleading in any material respect when it is made.

(ii) a determination by the 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.

(iii) any other act or omission, either by the County or Developer, which (A) violates the terms of this Agreement, or (B) materially interferes with the intent and objectives of this Agreement.

(b) **Procedure Upon Default.**

(i) Upon the occurrence of Default, the non-defaulting Party will give the other Party 30 days’ written notice specifying the nature of the alleged Default and, when appropriate, the manner in which the Default must be satisfactorily cured. If the Default cannot reasonably be cured within 30 days, the defaulting Party will have such additional time as may be necessary to cure the Default so long as the defaulting Party takes action to begin curing the Default within the 30-day period and thereafter proceeds diligently to cure the Default. After proper notice and expiration of the 30-day (as extended) without cure, the non-defaulting Party may declare the other Party to be in breach of this Agreement and may pursue the remedies specified in Section 8.10.

(ii) 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, will 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 Remedies. Following the occurrence of a Default by Developer, after the expiration of all application notice and cure periods set forth in Section 8.9, the County may declare Developer to be in breach of this Agreement, and the County (a) may elect to withhold approval of any or all building permits or certificates of occupancy applied for with respect to the Property, but not yet issued; and (b) will be under no obligation to approve or to issue any additional building permits or certificates of occupancy for any building within the Property until Developer has cured the Default. In addition to such remedies, either the County or Developer may pursue whatever additional remedies it may have at law or in equity, including injunctive and other equitable relief.

8.11 No Waiver. Failure of a Party to exercise a right under this Agreement will not be deemed a waiver of the right and will not affect the right of the Party to exercise the right at some future time. 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 the County has the power to amend this Agreement or waive any condition so as to bind the County by making a promise or representation not provided for in this Agreement.

8.12 Attorneys Fees. If any Party employs an attorney to enforce this Agreement (or any judgment based on this Agreement) against the other Party, the prevailing Party will be entitled to receive from the other Party reimbursement for all attorney's fees, costs, and expenses.

8.13 Notices. All notices under this Agreement will be given in writing by certified mail, postage prepaid, at the following addresses:

Developer:

North Side Creek, LLC
90 S 400 W, Ste 330
Salt Lake City, UT 84101-1369
Attn: Rulon C. Gardner

County:

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

with a copy to:

Parr Waddoups Brown Gee & Loveless
185 S State St, Ste 1300
Salt Lake City, UT 84111-1537
Attn: Robert A. McConnell, Esq.

with a copy to:

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

8.14 Effectiveness of Notice. Any notices sent by certified mail will be effective two business days after the notice is sent. Any Party may change its address for notice by giving written notice to the other Party in accordance with Section 8.13.

8.15 Applicable Law. This Agreement will be governed by Utah.

Signatures and Acknowledgments Follow

The Parties have executed this Agreement as of the date first set forth above.

DEVELOPER:

North Side Creek, LLC
a Utah limited liability company,

By: _____
Name: Rulon C. Gardner
Title: Manager

COUNTY:

Morgan County
a Utah political subdivision

By: _____
Name: _____
Title: _____

Attest:

County Clerk

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2007,
by Rulon C. Gardner, manager of North Side Creek, LLC.

Notary Public

STATE OF UTAH)
) ss.
COUNTY OF MORGAN)

The foregoing instrument was acknowledged before me on _____, 2007,
by _____, _____ of Morgan County.

Notary Public

Exhibit A

Legal Description of the Property

(insert)

Exhibit B
Concept Plan
(attached)

Exhibit C
Declaration
(attached)

Exhibit D

Open Space Ownership and Maintenance Requirements

(insert)

Exhibit E

REA

(attached)

Exhibit F
Sidewalk Design Plan
(attached)

Exhibit E: "Final" Northside Creek Development Agreement from 2007



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

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

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

Council Meeting Date: December 15, 2020 Time Requested: 5 minutes
Name: Tina Cannon Phone: 801 791 5362
Address: County Council
Email: TCannon@morgan-county.net Fax: _____
Associated County Department: County Council Portfolio Assignment - American Lands Council

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

County Council Direction regarding: 2021 County Membership and Annual Dues for American Lands Council

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

XX

Stacy Clark

From: Tina Cannon <tcannon@morgan-county.net>
Sent: Tuesday, December 8, 2020 7:02 AM
To: Stacy Clark; Robert McConnell
Subject: Council Agenda Item December 15
Attachments: County Council Agenda Fillable Form - photocopy.pdf; Untitled attachment 00030.htm

This payment is due, I would like a quick discussion regarding continued support prior to authorizing payment

This e-mail transmission is intended solely for the ordinary user from Morgan County, of the e-mail address to which it was addressed. It may contain legally privileged and/or confidential information. If you have received this e-mail in error or are not an intended recipient please inform the sender with-out delay and delete this e-mail, attachments and possible copies immediately. The unauthorized use, disclosure, distribution and/or copying of this e-mail or any information it contains is prohibited.



November 16, 2020

Dear Councilwoman Cannon,

We thank you for your support of American Lands Council (ALC) in the past and your continued support this coming year. We were looking forward to seeing you at our booth again at this year's UAC conference in St George, but unfortunately the in-person meeting has been cancelled. We would be pleased to schedule a phone or video conference to personally update you on our progress.

Despite COVID related setbacks in many of our 2020 meeting and travel plans, ALC was still able to make excellent progress toward state ownership and management of public lands. A few of the past year's more notable highlights include:

- **BI-PARTISAN SUPPORT IS GROWING:** Last spring, ALC Board member Doug Heaton met with and secured full, bi-partisan support from the State of Utah Constitutional Defense Council in support of moving forward with a federal lawsuit. After Doug provided an update on our position, the bi-partisan committee voted unanimously to recommend that the Governor and Legislature move forward with the Transfer of Public Lands lawsuit to settle this critical issue. This meeting was chaired by Republican Lt Governor Cox and the motion was seconded by House Minority Leader Brad King, one of the state's leading Democrats.
- **CONGRESS IS LISTENING:** ALC leaders have been actively engaging members of the U.S. Congress, Presidential Administration, and Judicial system to help them understand our proposed constitutionally-sound solution for public lands. Last fall our CEO, Montana State Senator Jennifer Fielder, was selected to testify before the U.S. Congress where she gave an excellent presentation and introduce vital documents into the congressional record.
- **EVIDENCE IS MOUNTING:** Two of our key research documents which are now part of the congressional record were authored by ALC Board member Bill Howell. Both expose important fallacies in contemporary federal positions concerning public lands, and both can be found on our website: "Federal Power Over Public Lands - A Critical Analysis of Congressional Research Service Report RL30126", and "The Forgotten Linchpin in the Case For Statehood Equality".
- **WORD IS SPREADING:** ALC exhibited and gained support at CPAC 2020, where some 20,000 of America's top conservative thought leaders and activists convened near Washington DC for three full days. Ms. Fielder was also a key speaker at the International Conference on Climate Change where she presented correlations between poor federal land management and



catastrophic wildfires. Besides drawing great praise from the scientific community, her presentation has received over 25,000 unsolicited online views since then as well. We have been regular exhibitors at David Barton's conference for legislators each year in Dallas, and at the State Policy Network (SPN) which includes an estimated 200 think tanks and related organizations. ALC also exhibited at NACo's annual convention in Las Vegas and UAC's annual meeting in St George in 2019.

- **HOW FIRM A FOUNDATION:** ALC firmly stands upon truth, compassion for people and our environment, and correct constitutional principles including liberty, equality, and responsible self-governance. The Republican National Committee has maintained support for the Transfer of Public Lands since adopting it into the national GOP platform in 2016. That support is now secured to 2024. Likewise, the National Association of Counties (NACo) has favored TPL in its national platform since 2013. Our movement continues to grow as we host exhibits, give presentations, publish research, and educate American thought leaders and our fellow citizens in a variety of ways.

With your help, we have successfully prepared the ground and planted TPL seeds on a national scale. The State of Utah has built a sound legal case, and we have developed strong allies in key states. The U.S. Supreme Court is now poised to give our case a fair shake. Our federal bill addresses every valid concern (see bullet points in ALC brochure), and top legal analysts agree that our proposed bill is the perfect companion for Utah's federal lawsuit.

Depending on the results of the U.S. Presidential election, we could see a radical shift in federal land management. It is vital that our public lands be in state rather than federal control so we can govern them with local care and knowledge regardless of what happens in Washington DC. All of the pieces are in place to turn this small-town dream into a big-time reality. We need your continued support to see it through. Again, please feel free to contact us if you have any questions or would like to arrange a personal briefing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alan', is positioned above the typed name.

Alan Gardner, Chair-Elect
American Lands Council



American Lands Council
PO Box 100794
Alton, UT 84710 US
(801) 252-6622
admin@americanlandscouncil.org
<http://www.AmericanLandsCouncil.org>

INVOICE

BILL TO
Morgan County, UT
PO Box 886
Morgan, UT 84050

INVOICE # 2238
DATE 11/19/2020
DUE DATE 01/03/2021
TERMS Net 45

DATE	ACTIVITY	QTY	RATE	AMOUNT
	1 Year County Silver Membership 2021 Annual Membership in American Lands Council	1	5,000.00	5,000.00

Thank you for being a part of American Lands Council! We count on members like you to be able to continue our efforts for the Transfer of Public Lands. Please let us know if there is anything we can help you with.

BALANCE DUE

\$5,000.00



AMERICAN LANDS COUNCIL

ACCESS · HEALTH · PRODUCTIVITY



AMERICAN LANDS COUNCIL

ACCESS · HEALTH · PRODUCTIVITY

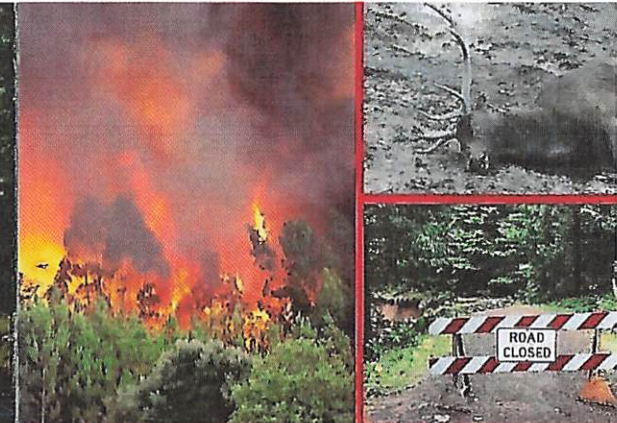
YOUR SUPPORT IS VITAL

When we control our lands, we control our destiny. It is time to take charge of our precious resources, rather than leaving them to the whims of a vast federal bureaucracy, weighed down by distance, in-fighting, and unpredictable political shifts.

It's time to restore common sense and bring land management decisions home, where they belong!

Will you join us?

ENTRUST OUR PUBLIC LANDS TO LOCAL MANAGEMENT THAT CARES



FEDERAL LANDS: 100 Years of Failed Management and Billions of Dollars Wasted

THE FACTS

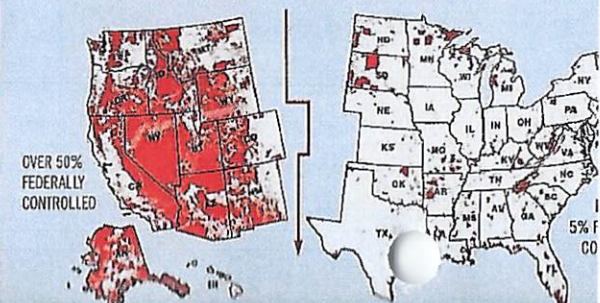
Decades of distant, federal control over western lands has created a legacy of neglect, closures, massive wildfires, destruction of wildlife, polluted air and water, billions of dollars wasted, loss of countless lives and livelihoods, and a patchwork of devastated communities.

Over 50% of ALL land in the West is owned by the federal government. This is unfair, and it isn't working! In-depth legal analysis conducted by the State of Utah proves that it is unconstitutional for the federal government to retain so much land within western States. So what is Uncle Sam to do?

The good news is that federal lands can be transferred to State and State-owned public lands can be kept public and managed more efficiently than federally-owned public lands. In fact, State land management agencies almost always out-perform the federal both economically and environmentally.

THE FEDERAL FAULT LINE

This great imbalance is not only unfair, it's not working.



AMERICAN LANDS COUNCIL
America's Advocate for Access, Health, and Productivity on Public Lands

AmericanLandsCouncil.org
(801) 251-1222 | info@AmericanLandsCouncil.org
P.O. Box 100794 | Alton, UT 84710

We all want abundant outdoor recreation; healthy air, water and wildlife; and safe, vibrant communities. But decades of federal control have been producing just the opposite. It's time to bring land management decisions home, where they belong...



A THOUGHTFUL AND SUSTAINABLE SOLUTION: The National Transfer Of Public Lands Act

KEY COMPONENTS OF OUR PROPOSED FEDERAL LEGISLATION

- **STATES CAN GO AT THEIR OWN PACE:** Through optional, incremental land transfers, States will be able to acquire specific pieces of federally controlled public land as they are ready and willing to manage new areas responsibly.
- **PROMISES TO KEEP IT PUBLIC MUST BE UPHELD:** States will be required to administer each piece of transferred land as described in the state legislature's application for conveyance. If the application says it will be public land, the State must keep it public. (NOTE: National Parks and Wilderness Areas are NOT eligible for transfer.)
- **LOCAL VOICES ARE STRENGTHENED:** States will be required to coordinate with affected counties to ensure that newly acquired lands are managed consistently with local resource management plans and priorities.
- **RESOURCE REVENUES PAY FOR LAND MANAGEMENT AND PUBLIC ACCESS FACILITIES:** Income derived from natural resource revenues will pay for ongoing maintenance, management, and wildfire control — making state ownership of the public lands economically sustainable.
- **MINERAL, GRAZING AND WATER RIGHTS ARE PROTECTED:** States must honor all existing valid rights and uses, as well as contracts that were in place prior to the transfer. Moratoriums on fee increases will be built in to provide long-term certainty for lease holders.
- **STATE AND LOCAL BUDGETS GET A BOOST:** After land management costs are covered, excess revenues from minerals, timber, grazing, or other production uses can fund

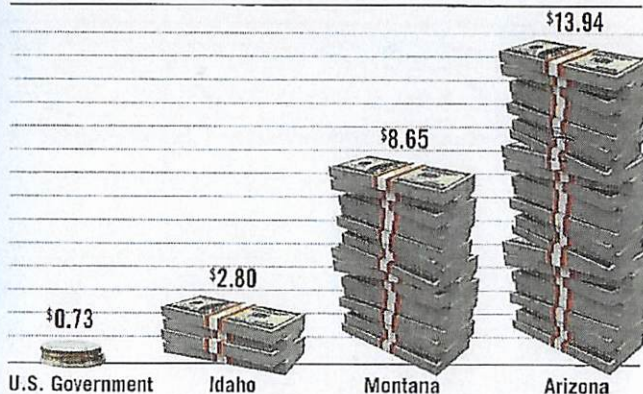
KEEPING IT PUBLIC

States Have Proven They Can Keep Public Lands Public AND Manage Them Better

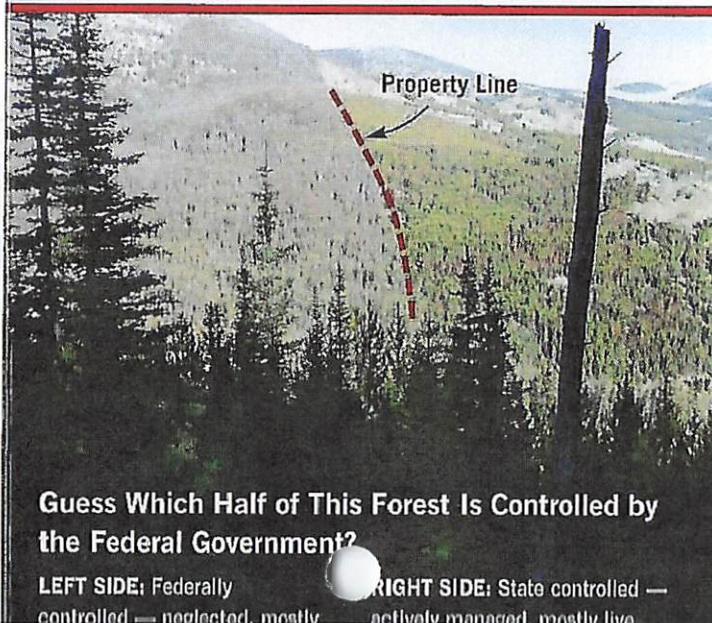
PUBLIC LAND ECONOMICS:

On average, western States out-perform the Federal Government by 10:1

REVENUE PER DOLLAR SPENT



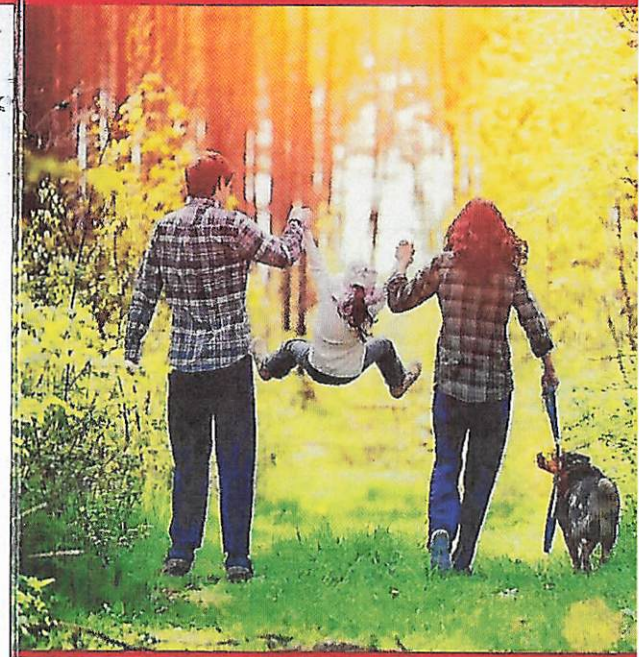
Federal lands lose billions of dollars every year and suffer from decades of neglect. In contrast, state-owned public lands are actively managed to protect the environment and produce positive cash flows.



Guess Which Half of This Forest Is Controlled by the Federal Government?

LEFT SIDE: Federally controlled — neglected, mostly
RIGHT SIDE: State controlled — actively managed, mostly live

TOGETHER WE CAN BRING LAND MANAGEMENT DECISIONS HOME — WHERE THEY BELONG



LOCAL STEWARDSHIP MAKES SENSE

Nobody cares more about our lands and waters than the people who live nearest to them and rely upon them every day for health, happiness, and livability. With this knowledge, Canada recently completed a process to allow its provincial and territorial governments to manage the public lands, waters, and natural resources within their boundaries.

BE PART OF THE SOLUTION!

We INVITE YOU TO JOIN our valued network of elected officials, resource experts, public land users, and other good citizens striving for increased accountability, greater accessibility, balanced benefits, and responsible stewardship of our public lands for present and future generations. Please sign up at AmericanLandsCouncil.org fill out and return the attached membership application.

ANNUAL MEMBERSHIP DUES DIRECTLY FUND CRITICAL WORK, INCLUDING:

- Research, development, and promotion of key legislation, litigation, and policy.
- Reaching national audiences and expanding our network of leaders, organizations, and volunteers.



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

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

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

Council Meeting Date:	December 15, 2020	Time Requested:	5 minutes
Name:	Robert McConnell Tina Cannon	Phone:	801 791 5362
Address:	County Council		
Email:	TCannon@morgan-county.net	Fax:	
Associated County Department:	Community Investment Board Project list Additions requested for Morgan County Airport		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Short Term Projects:

1. Fire Suppression Improvements - \$80,000
2. Water and Sewer Infrastructure Additions - \$150,000
3. Broadband and Fiber Installation - \$150,000

Long Term Projects:

1. Extension of Single parallel taxiway - \$250,000

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>

Stacy Clark

From: Tina Cannon <tcannon@morgan-county.net>
Sent: Tuesday, December 8, 2020 7:19 AM
To: Stacy Clark; Robert McConnell; GASousa@peoplepc.com; Jim Ebert; ebertsolutions@outlook.com
Subject: Council Agenda Item 12/15/20 Airport Projects added to CIB list
Attachments: County Council Agenda Fillable Form - photocopy.pdf; Untitled attachment 00040.htm

This should just be a formality to add these to the official list for the county. This will allow the Airport to qualify for additional funding sources including USDA grants and low interest loans.

This e-mail transmission is intended solely for the ordinary user from Morgan County, of the e-mail address to which it was addressed. It may contain legally privileged and/or confidential information. If you have received this e-mail in error or are not an intended recipient please inform the sender with-out delay and delete this e-mail, attachments and possible copies immediately. The unauthorized use, disclosure, distribution and/or copying of this e-mail or any information it contains is prohibited.

From: George Sousa GASousa@peoplepc.com
Subject: FW: Airport Expansion
Date: Nov 24, 2020 at 12:43:50 PM
To: Tina Cannon Morgan County Council Member
tcannon@morgan-county.net
Cc: Joe piper cub18@gmail.com, Jon Larsen cooterf16@gmail.com,
Julie Chapman chapmjulie@gmail.com, GASousa@peoplepc.com

Tina – there are 3 near term items and one longer term item involving the airport, to be included in the County Capital Improvement List and possibly the CIB. We hope the 3 near term items are included on the CIB. We also need additional funds to meet the 10% match to the Utah State grant to preserve the runway/ramp. My best estimate on that amount is \$8000 more, since our amount was originally ~\$15K, and we could only use half that much this year (for crack sealing). Joe may have more accurate numbers.

Near Term (2021)

1. Improve Fire Suppression capability for west side ramp areas. Projected total cost is ~\$80K. Cottonwood Mutual Water Company has indicated a willingness to pay for \$10K. This will add larger water piping to tie into the hydrant near the Scotsman Center, run it along Cottonwood Canyon Road, and add two hydrants close to the west side hangars. These are older, wood construction hangars that currently have only 1 very old hydrant with smaller piping. It can only provide 1/3 of the minimum hydrant flow, and is not centrally located. Yet this area is large enough to require 2 hydrants. Therefore, current capacity is only 1/6th of the desired capacity, and cannot reach the opposite end.
2. Add water and sewer infrastructure to existing gas and electric lines for hangar rows DD and EE on the east ramp area. This will provide full infrastructure for 9 total hangars, 7 of which are unbuilt but have pending applications for pad leases and construction. Estimated cost is \$71.3K - \$166K (if laterals and additional base course are included).
3. Fiber Optic cable for broadband. This cost is hard to estimate, since many hangar owners can't justify the expected \$60/month cost. Yet we know there are a few that would. However, all of the electric lines are already in place, probably making it costlier to install the fiber optic cables. We do expect the Forest Service and proprietary FS support would also want it.

Long Term (2022 and beyond)

1. Extension of the single parallel taxiway as far northeast as possible. Increased activity and future growth will require this. The existing taxiway is only ~835', or ~21% of the runway length. We hope to extend it to ~2675', or ~68%. This would allow taxiing aircraft to avoid "back-taxiing" on the runway for significantly longer, provide another runway turnoff/entry point, and greatly increase traffic flow. We have no estimate for the costs to do this because of higher priority issues and inadequate funding sources.

Please let me know if I can help further, in any way.



County Council Agenda Request Form

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

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

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

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

Council Meeting Date: December 15, 2020 Time Requested: 10 Minutes

Name: Brett Heiner

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Addition to Open-End Lease Schedule with The Bancorp for 2021 Mack GR64F 80,000 GCWR 16' Dump Truck (includes snow plow and spreader), providing for semi-annual payments of \$21,382.71 commencing on June 10, 2021.

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

<input type="checkbox"/>	<input type="checkbox"/>
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