



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

**January 19, 2021
Commencing at 4:00 p.m.**

Training for newly elected County Commissioners conducted by Utah State Auditor's Office

A) Opening Ceremonies-

1. Welcome
2. Invocation and/or Moment of Reflection
3. Pledge of Allegiance

B) Consent Items-

1. Request for approval of minutes for the meeting held on January 5, 2021

C) Commission Declaration of Conflict

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

E) Action Items –

1. Amanda Christensen – Approval of the 2021 Annual Cooperative Agreement between USU and Morgan County (Postponed from January 5, 2021)
2. Haylie Hale – The Basin Subdivision Concept Plan – A proposed 183 lot subdivision concept-plan located on 52 acres at approximately 5000 North Old Highway Road (Continued from October 20, and November 10, 2020)
3. Mike Newton – Agreement for engagement with the BYU School of Law for a conflict resolution study on the Weber River
4. Mike Newton/Blaine Fackrell – Updates to the CED Board Membership
5. Jared Andersen – Approval of agreement between Morgan County and Wasatch Civil to perform survey work for the Public Works Parcel to begin process for demolition and reconstruction.

F) Commission Discussion Items -

1. Robert McConnell – Airport revenues and capital facilities expenditures
2. Blaine Fackrell – Information regarding the use of CAREs Funding for Liberty Broadband

G) Commissioner Comments –

H) Adjourn –

Note: The Council may vote to discuss certain matters in Closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.

CERTIFICATE OF POSTING

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 12th day of January, 2020

tacy Netz Clark

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Morgan County Clerk/Auditor's Office at 801-845-4011 at least 24 prior to this meeting. This meeting is streamed live.

**MEETING MINUTES
OF THE MORGAN COUNTY COUNCIL
TUESDAY, JANUARY 19, 2020
5:30 P.M.
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
Mike Newton
Matt Wilson
Blaine Fackrell
Jared Andersen

Others Present

Debbie Sessions
Tina Kelley
Lillia Allen
David Pitcher
Greg Day
Chief Brian Brendell
James Ebert
Anisa Brown

Other Staff Present

Stacy Netz Clark, County Clerk/Auditor
Jan Farris, County Attorney
Haylie Hale, Community Development

Training for newly elected County Commissioners conducted by Utah State Auditor's Office

A) Opening Ceremonies-

1. Welcome
2. Invocation and/or Moment of Reflection was given by Commissioner Fackrell
3. Pledge of Allegiance was led by Commissioner Fackrell

B) Consent Items-

There were no consent items

C) Commission Declaration of Conflict

There was no declaration of conflict

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

There were no public comments

E) Action Items –

1. Amanda Christensen – Approval of the 2021 Annual Cooperative Agreement between USU and Morgan County (Postponed from January 5, 2021)

Amanda Christensen, Morgan County Extension Agent, presented the Council with the 2021 Annual Cooperative Agreement between USU and Morgan County.

Commissioner Newton moved Approval of the 2021 Annual Cooperative Agreement between USU and Morgan County. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

2. Haylie Hale – The Basin Subdivision Concept Plan – A proposed 183 lot subdivision concept-plan located on 52 acres at approximately 5000 North Old Highway Road (Continued from October 20, and November 10, 2020)

Haylie Hale, representing the Community Development Department, presented the resubmittal of the Basin Subdivision Concept Plan. She explained that on October 20, 2020 the County Council reviewed the application and after a discussion, postponed the application to November 10, 2020 and asked the applicant to address: recreational opportunities, snow removal and storage areas, public and private roads, open space accessible to residents, open space areas that are steep slopes and not usable for active recreation.

The applicant revised their concept plan to address the Council's concerns. The Council continued their discussion of the issues they had previously with the plat and postponed the application to allow the applicant to address their concerns.

Commissioner Newton moved to approve The Basin Subdivision Concept Plan, a proposed 183 lot subdivision concept-plan located on 52 acres at approximately 5000 North Old Highway Road based on the findings and conditions listed in the staff report to include the recommendations from the Mtn. Green Fire District. Seconded by Commissioner Andersen. The vote was unanimous. The motion passed.

3. Mike Newton – Agreement for engagement with the BYU School of Law for a conflict resolution study on the Weber River

Commissioner Newton presented an engagement letter from the BYU School of Law. Two students enrolled in the clinic will be assigned to work with Morgan County during the winter semester of 2021 (January-April). The students will assist Morgan County in designing a system for dealing with challenges arising from recreational use of the Weber River. Students will work with Morgan County in conducting an assessment, designing a process, providing education and awareness material, training, meeting facilitation and or other efforts as agreed upon by Morgan county and the clinic

Commissioner Newton moved to approve the agreement for engagement with the BYU School of Law for a conflict resolution study on the Weber River. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

4. Mike Newton/Blaine Fackrell – Updates to the CED Board Membership

Commissioner Newton explained that the CED Board met on January 6th and notes the following changes to the CED Board membership:

- Add Blaine Fackrell as alternate board member representing Morgan County Commission
- Replace Oliver Young with Kory Martin representing Young Automotive
- Updating Andrew Willis as an alternate member representing the BRC
- Updating representatives from the Morgan Chamber of Commerce to be Traca Wardell Chamber president with Jason Johnson as Alternate.

Commissioner Fackrell moved to approve the updates to the CED Board Membership. Seconded by Commissioner Newton. The vote was unanimous. The motion passed.

5. Jared Andersen – Approval of agreement between Morgan County and Wasatch Civil to perform survey work for the Public Works Parcel to begin process for demolition and reconstruction.

Commissioner Anderson presented a scope of work proposal from Wasatch Civil Consulting Engineering for Morgan County Public Works Lot Survey and Mapping. Wasatch Civils' proposal includes a topographical survey and mapping of the existing lot and facility to help better determine any necessary replacement or improvements needed due to the damage caused by the recent fire.

Commissioner Newton moved to approve the proposal from Wasatch Civil to perform field study work for the public works facilities in the amount of \$4,977.25, to be paid from the insurance refund account. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

6. Blaine Fackrell – Information regarding the use of CAREs Funding for Liberty Broadband

The Commission heard a proposal from Mike Zindel with Liberty Broadband regarding a proposed buildout of the Morgan County internet infrastructure using millimeter wave and microwave radio frequencies. The equipment will allow each customer to receive up to 250Mbps at a range of up to 6 miles from each tower and requires clear line-of-sight. The initial capital requirement for this project is \$100,000. The project will be outlaid in 4 phases, with 6 month per phase.

Phase 1 will consist of the largest customer capacity and coverage. The main Morgan Valley area will be covered, along with Mountain Green. The Morgan county TV tower will provide backup links to three key tower locations. Liberty would install their primary networking equipment and open an office space in Morgan during this phase. Households that received tablets from the county will be prioritized during this phase.

Phase 2 is a move toward East Canyon Reservoir to capture the remaining homes in Whites Crossing and Mountain Green. The capacity for Morgan Valley will also be expanded at necessary tower locations.

Phase 3 represents an expansion into Croydon. Liberty will use the Morgan County TV Tower to connect to a hilltop in Croydon. Also, during this phase, Liberty will expand capacity at towers in Morgan Valley.

Phases 4 will be the final expansion at any tower locations that continue to require additional capacity. Liberty may add additional tower locations during this phase, depending on demand.

Liberty also commits to an agreement prohibiting the distribution of profits for the Morgan County area until the completion of Phase 4 or up to \$350,000 in revenue generated in Morgan County. Instead, the revenue that would ordinarily represent profits will be reinvested into the cost of infrastructure expansion for each phase.

The Commission and County Attorney will take the proposal under consideration and review until the next meeting.

F) Commission Discussion Items -

1. Robert McConnell – Airport revenues and capital facilities expenditures

Commissioner McConnell presented, for discussion, a matter from the airport advisory committee concerning federal grants received on behalf of the Morgan County Airport. Commissioner McConnell will continue to study past federal grants and the requirements the County may have regarding budgeting of airports funds.

G) Commissioner Comments –

H) Executive/Closed Session – Pending Litigation

Commissioner Newton moved to go into closed session for the purpose of discussing pending litigation. Seconded by Commissioner Wilson. The vote was unanimous. The motion passed.

Commissioner Newton moved go out of closed session and back into regular session. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

I) Adjourn –

Commissioner Newton moved to adjourn the meeting. Seconded by Commissioner Fackrell. The vote was unanimous. The motion passed.

APPROVED  Date 2/2/2021
Chairman

ATTEST  Date 2-2-21
Clerk

Commissioner Fackrell moved to approve the updates to the CED Board Membership. Seconded by Commissioner Newton. The vote was unanimous. The motion passed.

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Stacy Netz Clark

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Morgan County Council Meeting
Tuesday, January 19, 2021
5:00 P.M.
Morgan County Council Meeting Room
Morgan County Courthouse
48 West Young Street
Morgan, UT 84050

PLEASE SIGN IN

- | | |
|-----------------------|-----|
| 1. Debbie Sessions | 22. |
| 2. GREG DAY | 23. |
| 3. Amanda Christensen | 24. |
| 4. Michael Zindol | 25. |
| 5. Tina Kelley | 26. |
| 6. | 27. |
| 7. | 28. |
| 8. | 29. |
| 9. | 30. |
| 10. | 31. |
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| 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: 801.845.6091
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:	<u>January 5, 2021</u>	Time Requested:	<u>5 min</u>
Name:	<u>Amanda Christensen</u>	Phone:	<u>829-3472</u>
Address:	<u>48 W Young Street, Morgan UT 84050</u>		
Email:	<u>amanda.christensen@usu.edu</u>	Fax:	<u></u>
Associated County Department:	<u>Morgan County Extension</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

To approve the 2021 Annual Cooperative Agreement between USU and Morgan County.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

**2021 COOPERATIVE AGREEMENT FOR UTAH STATE UNIVERSITY
EXTENSION SERVICES – Morgan County**

This Cooperative Agreement (“Agreement”) is dated as of the last dated signature below and is between Morgan County (“County”) and Utah State University (“USU”), via its Cooperative Extension Service, to promote and provide cooperative extension services (“Extension Services”).

Whereas, USU is the land-grant university in the state of Utah, as authorized by the federal Morrill Acts of 1862 and 1890 (7 U.S.C. §§301-308 and U.S.C. §§321-329), and

Whereas, the federal Smith-Lever Act of 1914 (7 U.S.C. §§341-349) established Extension Services, a collaboration of the U.S. Department of Agriculture and the land-grant universities, and

Whereas, the Utah Legislature has established an extension service at USU (U.C.A. §53B-18-201) and has enabled Utah’s various counties to become a cooperative collaborator in promoting Extension Services, specifically:

USU "may enter into cooperative contracts with the United States Department of Agriculture, county or city officers, private or public organizations, corporations, and individuals, to share the expense of establishing and maintaining an agricultural extension service. The county legislative body of each county may provide sufficient funds to ensure that the agricultural extension service functions properly in its county" (U.C.A. §53B-18-202); and

Whereas, USU has organized its extension service as follows:

(a) Extension faculty and staff, who directly serve specific counties; (b) Extension county directors, who coordinate the services within a specific county; (c) Extension administrators, who coordinate and supervise Extension Services for a multi-county area; (d) on-campus extension faculty, who provide extension service content expertise; and (e) the USU Vice President for Extension, who oversees and administers Extension Services.

Therefore, USU and the County agree as follows:

1. **Term and Renewal.** This Agreement shall be for the period beginning January 1, 2021 and ending December 31, 2021 (“Term”). USU and the County have had a long-standing relationship concerning Extension Services and anticipate that this Agreement will be renewed annually. At the time this Agreement is renewed, USU and the County may review specific program objectives for Extension Services in the future and evaluate past accomplishments.

2. **USU Employees.** USU shall assign and provide funding for one or more USU employees to perform Extension Services within the County. USU shall appoint one USU employee to act as the Extension County Director for the County (such appointments shall be satisfactory to both USU and the County). Additional employees may be funded by USU, the County, or a combination of USU and the County, as may be mutually agreed. All USU employees shall be governed by USU policies and procedures.

3. **Support Staff.** The County shall provide USU with the dollar amount set forth in Appendix A to fund USU in obtaining support staff (e.g. secretary, program assistant, volunteer leaders, office manager, office specialist, etc.) to support Extension Services within the County. Such support staff shall be (i) USU employees whose employment is governed by USU policies and procedures, and (ii) supervised by USU.

4. **Facilities and Equipment.** The County shall provide adequate facilities, including office space, furnishings, and other necessary equipment, for the extension employee(s) and support staff within the County. The County shall provide the following facilities: Office and programming space in Morgan County building at 48 W. Young Street, Morgan, UT.; Space for 4H activities at the Morgan County fairgrounds at Como Springs Road, Morgan, UT. Any furnishings, equipment, or other property purchased by the County, shall remain as the property of the County. Any equipment or other property purchased by USU, shall remain as the property of USU. By April 1, 2021 each of USU and County agree to provide the other party with a current inventory of its property used in conjunction with Extension Services in the County.

5. **Operating Budget.** The County shall provide in its annual County budget a total operating budget of **\$132,964** for Extension Services. The financial support shall include, but is not limited to, support staff, telephone service, office equipment, supplies, travel expenses, staff in-service training, facility expenses, etc. The total dollar amount of the operating budget shall not be exceeded by USU without the prior written consent of the County. A summary of the budget items and anticipated expenditures are set forth in Appendix A. The County may subdivide the budgeted items listed in the summary to conform to the County's system of account titles.

6. **Extension Services.** USU shall provide and administer Extension Services within the County, which are directed at improving the quality of life for people in the County, enhancing economic opportunity within the County, and sustaining the natural resources of the County. Educational activities, field days, local leadership development, training schools, etc., are part of Extension Services and expenses for such are acceptable for reimbursement from the operating budget provided by the County.

7. **Coordination.** The Extension County Director, with the advice and consent of Extension administrators shall directly coordinate all Extension Services, the operating budget, and the support staff within the County.


a. Extension Services shall help the residents of the County analyze their problems, develop solutions, and thereby attain a richer and more satisfying life. Extension Services shall be designed to render effective educational service and to stay within the total dollar amount of the above-recited operating budget.

b. The Extension County Director shall manage the operating budget in accordance with generally accepted accounting principles. Flexibility between budget categories is allowed and adjustments may be made within budget categories for efficient program emphasis and financial management. Reimbursement or purchasing requests for budgeted expenditures shall be submitted to the County in accordance with County procedures. Extension employees shall keep accurate and detailed records of expenses incurred in accordance with County fiscal procedures.

8. No Discrimination. USU and the County shall provide Extension Services to all segments of the County's population without discrimination based on race, color, sex, age, disability, religion, or national origin.

9. Liability. USU and County are governmental entities under the "Utah Governmental Immunity Act." Consistent with the terms of that Act, USU and County agree that each party is responsible and liable for its own wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives or intends to waive any defenses or limits of liability otherwise available under the Governmental Immunity Act.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

<p>County:</p> <p>By: <u></u></p> <p>Print Name: Robert McConnell</p> <p>Title: Morgan County Council Chair</p> <p>Date: <u>1/19/2021</u> <i>Commission</i></p>	<p>Utah State University:</p> <p>By: _____</p> <p>Kenneth White</p> <p>Vice President for Extension</p> <p>Date: _____</p>
<p>By: _____</p> <p>Print Name: Jann L. Farris</p> <p>Title: County Attorney</p> <p>Date: _____</p>	
<p>By: _____</p> <p>Print Name: Stacy N. Clark</p> <p>Title: County Clerk</p> <p>Date: _____</p>	



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Fax: 801.737.6209
Email: sclark@morgan-county.net

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: January 19, 2021

Time Requested: 15min

Name: Haylie Hale

Phone: 801-845-4015

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:

****CONTINUATION OF A PUBLIC MEETING FROM THE COUNTY COUNCIL on October 20 and November 10, 2020** Discussion/Decision:**
The Basin Subdivision Concept Plan - A proposed 183 lot subdivision concept plan located on 52 acres at approximately 5000 North Old Highway Road.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

The Basin Subdivision Concept Plan
January 19, 2021
Public Meeting
File #20.047

Applicant: The Basin LLC
Owner: Staker Parsons Companies
Project Location: 5000 North Old Highway Road
Current Zoning: TC with Development Agreement
General Plan Designation: Town Center
Acreage: 52 acres
Date of Application: August 25, 2020

REQUEST: The Basin LLC requests approval of The Basin Subdivision Concept Plan, a proposed subdivision of 183 lots consisting of: 11 single family lots (12,000+ square feet), 77 single family lots (5,000- 11,999 square feet) and 95 townhomes. (This is a reduction of 12 dwelling units from the October 20 request to address County Council's concerns.)

PLANNING COMMISSION RECOMMENDATION: The Planning Commission reviewed the application at the September 24th meeting and recommends approval of the requested concept plan based on the following findings and with the conditions listed below:

Findings:

1. The nature of the subdivision is in conformance with the current and future land uses of the area.
2. The proposal complies with the Morgan County 2010 General Plan.
3. The proposal complies with applicable zoning regulations.
4. The developer will install any requisite infrastructure, including roadways, etc.
5. This proposal is not detrimental to the health, safety, and welfare of the public.
6. That the proposal is in accordance with the Basin Development Agreement.

Conditions:

1. That all outsourced consultant fees are paid current prior to final plat recordation.
2. That the required front, side and rear public utility easements are identified on all lots within the subdivision.
3. That all other local, state, and federal laws are adhered to.

COUNTY COUNCIL MEETING:

NOVEMBER 10 2020

The County Council continued their discussion of the issues they had previously with the plat and postponed the application to allow the applicant to address their concerns.

The applicant has revised their concept plan to address the Councils concerns. Their resubmittal letter explaining the changes to address council concerns and revised concept plan are in Exhibit E.

OCTOBER 20, 2020

On October 20, 2020, the County Council reviewed the application and after a discussion they postponed the application to November 10, 2020 and asked the applicant to address: recreational opportunities, snow removal and storage areas, public and private roads, open space accessible to residents, open space areas that are steep slopes and not usable for active recreation areas.

BACKGROUND

The applicant is seeking approval of a subdivision concept plan for a 184 lot subdivision. The proposal is being reviewed for conceptual design standards as required by Morgan County Code (MCC). The purpose of a concept plan is to provide the subdivider an opportunity to consult with and receive assistance from the County regarding the regulations and design requirements applicable to the subdivision of property as required by MCC Section 8-12-16.

This application is the next step in the development process for this 52 acre parcel. The major zoning milestones to date have been:

- 2017 Morgan County adopted an amendment to the Future Land Use Map to include an area designated as Town Center.
- August 7th 2018 - Morgan County adopted the Town Center Zoning District with Design Standards to meet the intent of the Town Center Zoning Designation.
- May 7, 2019 - 52 acres rezoned from A-20 (Agricultural Zoning District) to TC (Town Center Zoning District)
- July 21, 2020 – Morgan County adopted The Basin Development Agreement that included entitlements for 244 dwelling units and 18 acres of potential commercial development.

This application appears to meet the minimum requirements for the conceptual subdivision plan of the zoning and subdivision ordinances. It is important to note that because this is a concept plan, there may be some compliance issues with certain elements of the subdivision code. These issues will be resolved/addressed as the subdivision progresses through its Preliminary and Final Plat processes. Recommendations regarding the concept plan shall not constitute an approval or disapproval of the proposed subdivision, but rather shall operate in such a manner as to give the subdivider general guidance as to the requirements and constraints for the subdivider’s proposed subdivision.

DISCUSSION

General Plan and Zoning.

The Morgan County General Plan identifies this area for future commercial and mixed-use development. The Morgan County General Plan states:

The Town Center designation denotes areas suitable for a mixture of commercial, employment, and supporting residential uses in appropriate locations. Horizontal mixed uses would be required for master planned projects, and vertical mixed uses would be encouraged. Residential uses in the Town Center category should be vertically and/or horizontally integrated, and complementary to nonresidential uses. Town Center projects should be designed to provide maximum compatibility with surrounding land uses. Increased aesthetic and architectural design requirements and focus on streetscape creation are paramount to the development of a Town Center area. (Morgan County General Plan, page 12.)

The zoning of the parcel is TC. The purpose of the TC (Town Center) zone is:

To provide areas in appropriate locations where a combination of business, commercial, entertainment, residential and related activities may be established and maintained. Regulations of this district are designed to provide a compatible environment for commercial and residential uses. The district has strict design standards for architecture, landscaping, and other performance requirements as reflected in article K of this chapter. A mix of commercial and residential uses, in the same building or on the same site is allowed in this zoning district.

Ordinance Evaluation. The purpose statements in the General Plan and Zoning Ordinance do not provide actual development standards, but present the zoning context for the zone in which the proposed subdivision is located. The specific standards found in the adopted County Code govern development of the subject property. The TC zoning district allows for a mixed use development. The proposed range of lot sizes and four different housing types meets this standard.

The Basin Development Agreement (DA) for this property was approved on July 21, 2020 by the Morgan County Council. This concept plan is consistent with the uses and layout as required by the DA and the applicable Town Center Design Standards.

Property Layout. As noted, there are 184 total lots. The proposed conceptual lot layout conforms to the requirements of the zoning district and the Development Agreement.

Roads and Access. Access to the property will be derived from Old Highway Road and 5000 West. The roads are proposed as public roads, as per the Development Agreement.

Grading and Land Disturbance. The property was a gravel pit for many years the majority of the site has had significant disturbance. The roads and lots will be graded to comply with county standards and blend with the adjacent properties

Water Source. Water will be provided through water connections to one of the two adjacent water companies. The applicant has submitted the required Letters of Intent for these services. Prior to the Preliminary Plat application submittal a much more detailed plan and agreements

will have to be in place to ensure that adequate water is available and can be reasonably provided.

Fire Protection. The property is served by the Mountain Green Fire Protection District.

Sanitary Sewer Systems. Sanitary sewer services will be provided by Mountain Green Sewer Improvement District.

Utilities: Other utilities (power, gas, etc.) will be addressed with the preliminary plat reviews.

Flood Plain: It appears that none of the lots will be in the existing 100 year flood plain.

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

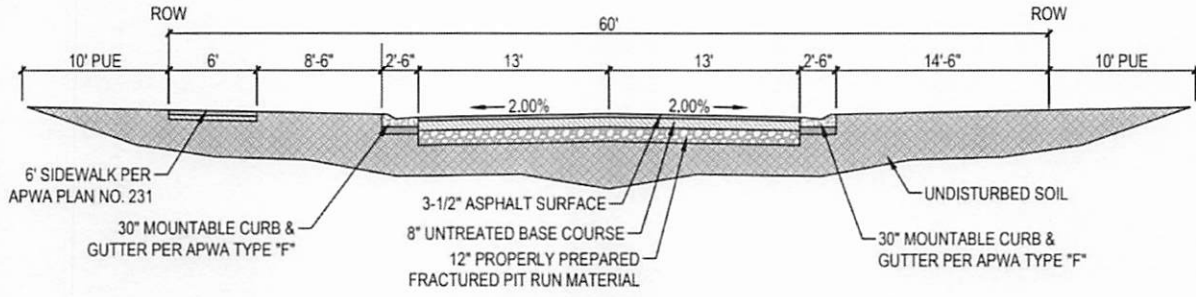
Depiction of Repair Areas

3 of 3



Exhibit D

Private Road—Approved Cross Section



PRIVATE STREET CROSS SECTION
SCALE: NONE

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 _____, 2021,
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 _____, 2021,
by _____, _____ of Morgan County.

Notary Public

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

Aftn 2020 BOE

MORGAN COUNTY

Tax Roll Master Record

December 29, 2020

9:44:00AM

Parcel: 00-0083-4593 Serial #:03-POND1-0101 Entry: 125045
 Name: FERNWOOD LC
 c/o Name:
 Address 1: 476 W HERITAGE PARK BLVD STE 200
 Address 2:
 City State Zip: LAYTON UT 84041-5679
 Mortgage Co:
 Status: **Active** Year: **2020** District: **003 MOUNTAIN GREEN SEWER/ 0.013356**

Property Address
 W RANCH BLVD :4400
 MORGAN 84050-0000
 Acres: 6.38

Owners	Interest	Entry	Date of Filing	Comment
FERNWOOD LC		125045	02/14/2012	(0295/1718)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BA01 AG BUILDING	0.00	83,692	83,692	1,117.79	52,200	52,200	683.82
BR01 RESIDENTIAL BLDG	0.00	1,554,908	855,199	11,422.04	1,905,155	1,047,835	13,726.64
LG01 LAND GREENBELT	5.38	161,400	750	10.02	161,400	769	10.07
LH01 HOMESITE PRIM	1.00	250,000	137,500	1,836.45	250,000	137,500	1,801.25
LP01 LATE PENALTY	0.00	0	0	201.25	0	0	0.00
WB01 WEBER BASIN WATER DISTRICT	0.00	0	0	306.19	0	0	302.19
Totals:	6.38	2,050,000	1,077,141	14,893.74	2,368,755	1,238,304	16,523.97

Greenbelt Class Code & Name	Zone Code & Name	Acres	Price/Acre	Market	Taxable	Status	Changed
DT4 5 DRYFARM 4	0205 MG RR1	0.65	30,000	19,500	14	Active	04/08/2020
Z2 7 GRAZE 2	0205 MG RR1	1.76	30,000	52,800	32	Active	04/08/2020
IT4 3 IRRIGATED 4	0205 MG RR1	2.97	30,000	89,100	704	Active	04/08/2020
Greenbelt Totals		5.38		161,400	750		

Property Type	Year Built	Square Footage	Basement Size	Building Type
BA01 AG BUILDING	2012	3,750		Ag building

****** ATTENTION !! ******

Tax Rates for 2020 have been set and approved. All levied taxes and values shown on this printout for the year 2020 should be correct.

2020 Taxes:	14,386.30	2019 Taxes:	16,523.97
Special Fees:	306.19	Review Date:	
Penalty:	201.25	12/31/2020	
Abatements: (0.00)	NO BACK TAXES!	
Payments: (20,154.00)		
Amount Due:	(5,260.26)		

12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Penalty - Check	201.25	bonnie
12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Special - Check	306.19	bonnie
12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Current - Check	19,646.56	bonnie
Total Payments:		20,154.00	

NO BACK TAXES

MORGAN COUNTY TREASURER / DEPUTY

signature



Public Hearings



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: January 5, 2021

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:

POSTPONED FROM DECEMBER 15, 2020 - 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 Commission
From: Lance Evans, PDS Director
Date: January 5, 2021
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.

County Council Meeting, December 15, 2020

The County Council reviewed the proposed changes to the North Side Creek Development Agreement (DA). They discussed:

- Concerns with the required improvements along Cottonwood Canyon Road and the Restrictions and Easement Agreement (REA) with Browning
 - Road design at Browning
 - Walking path location and maintenance responsibility
 - Walking path surface, concrete or asphalt
- Cottonwood Creek Bridge access and safety design, from public comment
- Overlap of North Side Creek Plat and Cottonwoods PRUD

The Council postponed the application to the January 5th, 2021 Commission meeting to allow the applicant time to meet with Browning and clarify the road cross section, road surface, and Cottonwood Creek bridge at the north east corner of the property.

Staff was able to discuss with the County Public Works Director and County Engineer they both recommend using an asphalt surface. Although concrete does last longer, the benefits are offset by the lower cost and easier maintenance of the asphalt. The road details at the Browning entrance are in Exhibit F.

Applicant's Updated Plans

The applicant has submitted a revised Development Agreement to address and clarify the required improvements with Browning and some of the language in the DA. The changes are:

- The dates were changed to January 2021.
- 2.2 - added language addressing the overlap and confirming the County's previous approval of NSC.
- 2.4 - Word swapped to read "native open space", instead of "open space native"
- 4.1 - Incorrectly referenced section 1.2 at the end of the paragraph it was changed to 1.1
- 5.2 - included your recommendations of "trail" and " from Willow Creek Road to Phase 4 of the Cottonwoods"
- 5.2 - A sentence detailing the browning agreement and snow removal obligations was added near the end of section 5.2
- Agree to follow the REA with Browning. The agreement is referenced in Section 5.2 of the DA. We expect to simply follow it as previously agreed.

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 January 5, 2021 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 January 5, 2021.”

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 January 5, 2021, *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
- Exhibit F: Cottonwood Canyon Road Design at Browning Entrance

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 B: Future Land Use Map

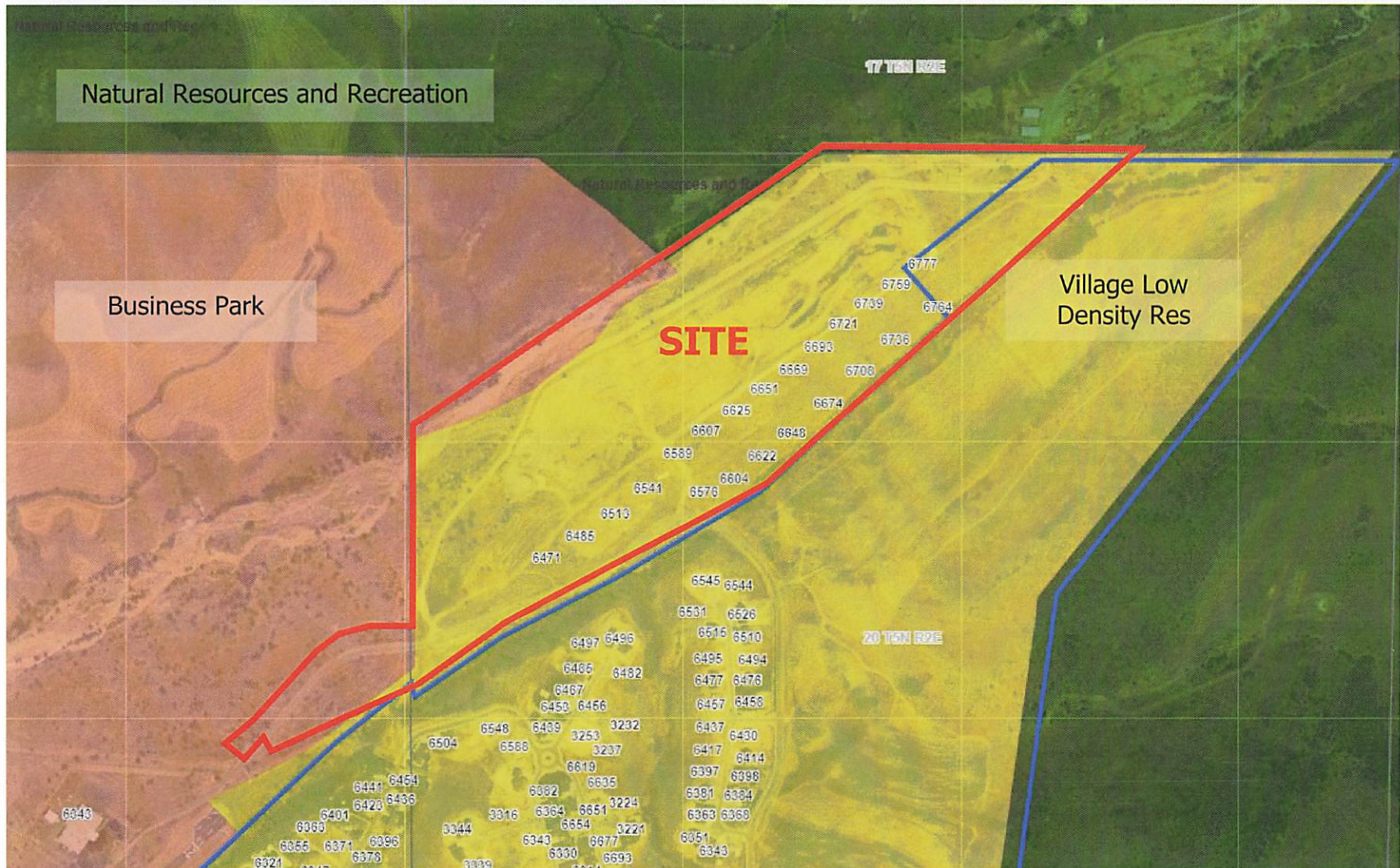


Exhibit C: Existing Zoning Map

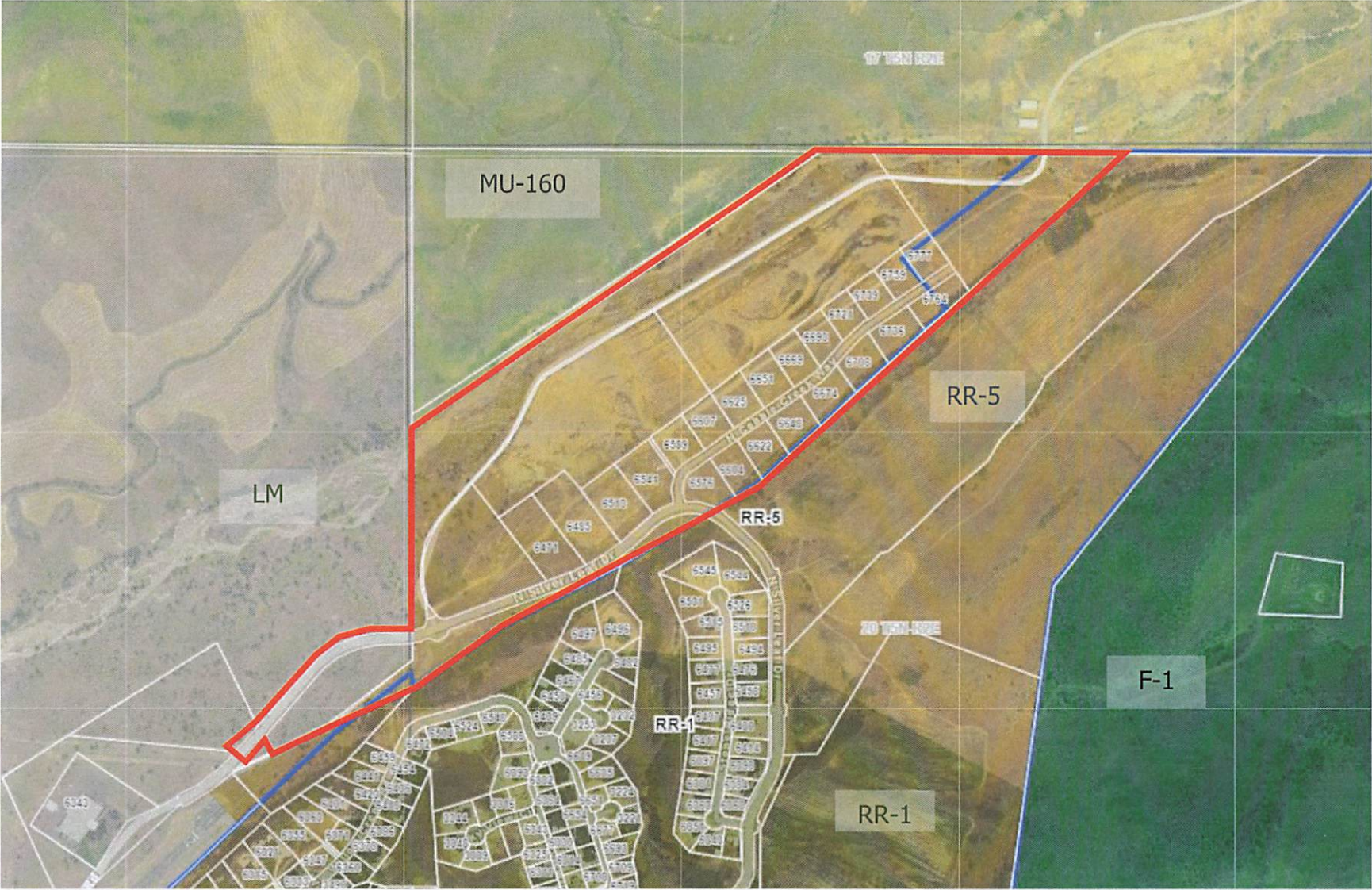


EXHIBIT D: PROPOSED NORTHSIDE CREEK DEVELOPMENT AGREEMENT

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

(Morgan County/North Side Creek)

This Development Agreement ("**Agreement**") is entered into as of _____, 2021, 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. **Notwithstanding any overlap of the concept plan for the Cottonwoods at Mountain Green at the north-east corner of the Property, the County confirms and ratifies its prior approval of the Amended Final Plat and the Developer confirms and agrees that no portion of the Property may be included within the Cottonwoods at Mountain Green PUD and that no additional density is available for the Property by reason of such overlap of the Cottonwoods at Mountain Green concept plan.**

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 **native open space**. The location of, and the portion of, the Property to be preserved as open space native 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 Silverleaf 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. It is anticipated that snow removal on the sidewalk along Cottonwood Canyon Road shall be maintained by Browning Arms Company pursuant to a separate agreement between Developer and Browning Arms Company, dated October 15, 2008, and Developer shall have no obligation pertaining to such maintenance. The various repair areas are identified on Exhibit C attached hereto. } removed

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 with all conditions necessary for the insurance of a building permit, including, without limitation, any bonding or guaranty requirements generally applied by the County.

6.4 Dedication, Conveyance, and Preservation of 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: Nicholas Jones, Esq.

with a copy to:

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

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

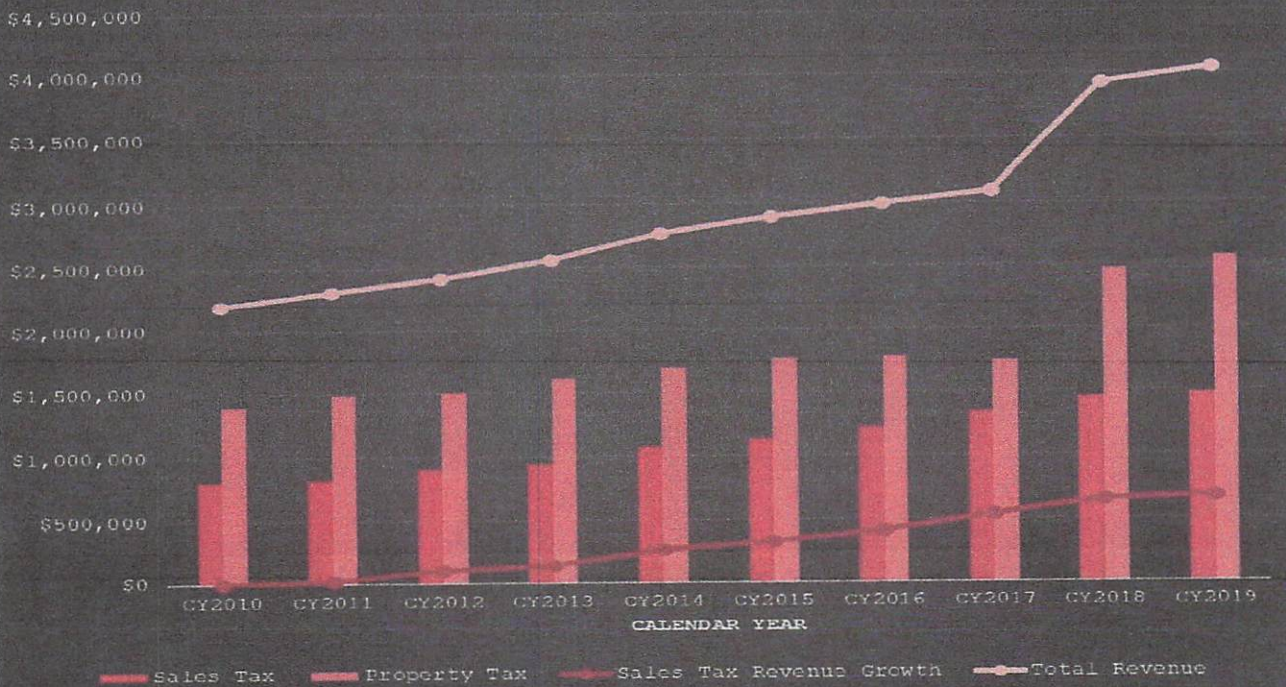
Beginning at a point on the section line, said point being North $0^{\circ}10'19''$ West 16.65 feet from the West Quarter Corner of Section 20, Township 5 North, Range 2 East, Salt Lake Base and Meridian, and running;

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 520.37 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 $43^{\circ}13'18''$ 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 $43^{\circ}17'17''$ 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.

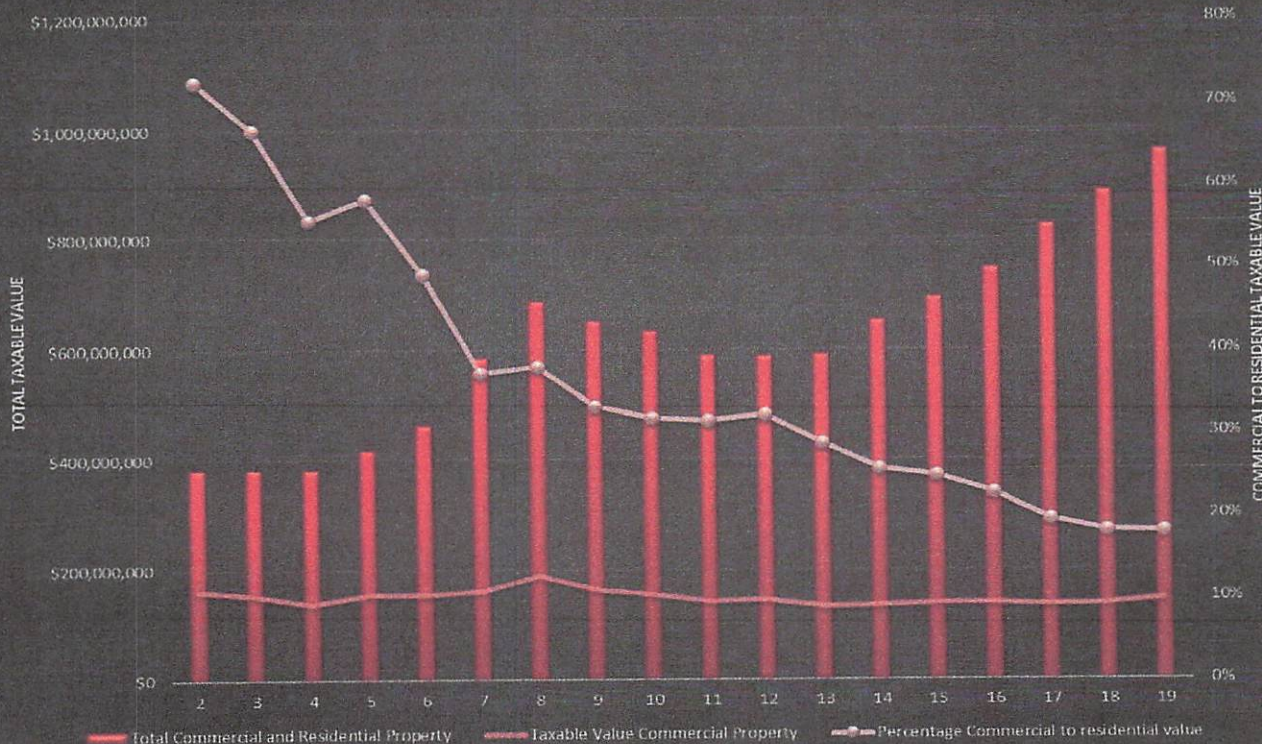


Action Items

County Tax Revenues by Type 2010-2019



Morgan County Residential to Commercial Tax Base 2002 - 2019





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: January 5, 2020 Time Requested: 5 Minutes
Name: Zach White Phone: 801-845-4030
Address: 48 W Young Street
Email: zwhite@morgan-county.net Fax: _____
Associated County Department: Treasurer's Office

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Budget Resolution

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

Account Number	Account Title	2020-20 Cur Year Budget	08/20 Cur YTD Actual	3 Month Estimate	Year End Estimate	2021-21 Request
Human Services Revenue Total:		.00	.00			
Human Services Expenditure Total:		11,850.00	7,780.15			
Total Human Services:		11,850.00	7,780.15			
Clerk/Auditor						
10-4141-110-000	Permanent Employees	138,302.00	90,516.68			
10-4141-130-000	Employee Benefits	72,523.00	49,410.73			
10-4141-210-000	Books, Subscriptions & Members	200.00	.00			
10-4141-220-000	Public Notices	500.00	.00			
10-4141-230-000	Travel & Training	1,000.00	.00			
10-4141-240-000	Office Supplies & Expenses	1,500.00	1,008.67			
10-4141-310-000	Professional & Technical	1,500.00	5,418.60			
10-4141-340-000	Serv Not Otherwise Classified	3,250.00	48.73			
10-4141-530-000	Business Licenses	500.00	331.57			
10-4141-740-000	Equipment	1,500.00	429.79			
Clerk/Auditor Revenue Total:		.00	.00			
Clerk/Auditor Expenditure Total:		218,775.00	147,180.77			
Total Clerk/Auditor:		218,775.00	147,180.77			
Treasurer						
10-4143-110-000	Permanent Employees	85,456.50	58,854.25			increase \$ 5,200.00
10-4143-130-000	Employee Benefits	43,825.00	28,361.55			
10-4143-210-000	Books, Subscriptions & Members	100.00	.00			
10-4143-220-000	Public Notices	500.00	.00			
10-4143-230-000	Travel & Training	3,000.00	75.00			
10-4143-240-000	Office Supplies & Expenses	300.00	275.94			
10-4143-250-000	Equipment Supplies & Maint	3,500.00	3,703.20			
10-4143-310-000	Professional & Technical	300.00	.00			
10-4143-480-000	Special Dept Supplies	3,000.00	.00			
10-4143-740-000	Equipment	1,500.00	377.98			
Treasurer Revenue Total:		.00	.00			
Treasurer Expenditure Total:		141,481.50	91,847.92			
Total Treasurer:		141,481.50	91,847.92			
Recorder						
10-4144-110-000	Permanent Employees	180,940.00	121,012.28			
10-4144-120-000	Temporary Employees	.00	.00			
10-4144-130-000	Employee Benefits	87,438.00	55,244.81			
10-4144-210-000	Books, Subscriptions & Members	435.00	50.00			
10-4144-220-000	Public Notices	.00	.00			
10-4144-230-000	Travel & Training	3,500.00	200.00			
10-4144-240-000	Office Supplies & Expenses	2,000.00	663.58			
10-4144-250-000	Equipment Supplies & Maint	5,540.00	2,008.58			
10-4144-310-000	Professional & Technical	.00	.00			
10-4144-480-000	Special Dept Supplies	5,800.00	2,368.01			
10-4144-740-000	Equipment	.00	.00			
Recorder Revenue Total:		.00	.00			



County Commission 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 COMMISSION 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:	<u>January 5, 2021</u>	Time Requested:	<u>10 min</u>
Name:	<u>Mike Newton / Bret Heiner</u>	Phone:	<u>801-317-6275</u>
Address:	<u>County Commission</u>		
Email:	<u>mnewton@morgan-county.net</u>	Fax:	<u></u>
Associated County Department:	<u>Public Works</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of lease agreement for replacement 10 wheeler plow truck. Discussion / Decision on purchase of replacement plow trucks and pickup trucks that were destroyed in the fire.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

Stacy Clark

From: Mike Newton <mnewton@morgan-county.net>
Sent: Monday, January 4, 2021 12:39 PM
To: Stacy Clark; Bret Heiner; commission@ccutah.com; bfackrell@morgan-county.net; jandersen@morgan-county.net; mwilson@morgan-county.net; rmccconnell@morgan-county.net
Subject: Information regarding public works equipment for Jan 5th meeting
Attachments: Morgan County vehicle replacement from road shop fire dec 14 2020 Revised.pdf; Please_DocuSign_Morgan_County_UID30971.pdf

Commission,

Attached is information regarding the equipment lost in the public works building fire, the value the insurance company is giving us and the replacement costs.

For some background, one of the plow trucks that was destroyed was a 2018 Mack truck that the County purchased new, that truck was on a lease with a \$1.00 buy back at the end, because the truck was destroyed we paid off the lease with the proceeds from the insurance company. At the last Council meeting in Dec we approved a lease on a new truck that was ordered prior to the fire to replace one of the 2001 Volvo trucks, attached is a lease agreement to replace the 2018 Mack truck that was destroyed in the fire. Both of the leases were budgeted for in 2020.

Our insurance company has given us a higher value than we expected on the equipment that was destroyed, we will need some funds from our general fund balance to purchase one truck (\$52K), we have been able to cover the rest of the destroyed equipment with the insurance proceeds. The insurance company has also rented a temporary office trailer and is covering the cost of installing a heating system in the portion of the building that was not destroyed. They will cover the replacement cost of the portion of the building that was destroyed.

In addition we need to discuss the possible replacement of the 2001 Volvo truck that was not destroyed in the fire, this truck is the twin to the truck that started the fire.

Stacy - can you please have the current General Fund balance numbers available as well as the details of any amounts rolled into the general fund at the end of 2020?

Thanks,

Mike Newton
Morgan County Council
801-317-6275
mnewton@morgan-county.net

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Morgan County vehicle replacement from road shop fire dec 14 2020.

1996 John Deere – Value \$30,536.00

2005 Ford – Value \$16,524.00

2007 Sterling – Value \$48,886.00

2002 Volvo – Value \$24,251.00

2019 Mack – Value \$171,590.00

2006 Ford – Value \$21,142.00

2009 Sterling – Value \$51,190.00

Total \$364,119.00

Replacement vehicles

2021 Dodge 5500 flat bed 63,406.00

2010 case 621 E Loader 53,000.00

2013 Mack bob tail snow plow truck 55,000.00

2013 Mack bob tail snow plow truck 55,000.00

2019 Mack snow plow truck pay off 116,256.92

2021 Dodge 5500 dump bed truck 73,288.98

Total _ 51,832.90



OPEN-END LEASE SCHEDULE

The following vehicle is hereby added to the Master Lease Agreement dated 12/16/2020, between The Bancorp Bank (Lessor) and Morgan County Public Works (Lessee).

Customer # 22230
Unit # TBD

Date 12/29/2020

Year, Make & Model	VIN
2020 RSR to enter Make RSR to enter Model	3HTDPAPT0LN809578

Exterior Color	Interior Color	Optional Equipment	State of Registration	Est. Annual Mileage
White	Gray	Snow Plow, Dump truck body, Hydraulic wet kit	UT	10,000

Term & Frequency	<u>12</u> Semi-Annual	Security Deposit	<u>\$0.00</u>
Base Payment	<u>\$21,810.22</u>	Downpayment	<u>\$0.00</u>
Sales / Use Tax	<u>\$0.00</u>	Termination Value	<u>\$1.00</u>
Total Semi-Annual Payment	<u>\$21,810.22</u>	Estimated Initial Tax & Tags	<u> </u>
Interim Rent	<u>\$0.00</u>		

Additional Terms and Conditions:

HX520 60,000 GVW 10 Wheeled Dump Truck with 16' Stainless Steel Dump Bed
12' Snow Plow Hydraulic Controls kit. 1st Payment due 6/10/2021 - 2nd Payment Due 12/10/2021. Then 2 payments per year thereafter paid to \$1.

<p>LESSEE Morgan County Public Works</p> <p>Signature _____</p> <p>Title Morgan county public works Director</p> <p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p>	<p>Signature _____</p> <p>Title _____</p> <p>Signature _____</p> <p>Title _____</p> <hr/> <p>LESSOR The Bancorp Bank The Bancorp Bank</p> <p>Signature <u>Robert Hugo</u></p> <p><small>F714C2EFC1234D3...</small></p> <p>Title VP Leasing Sales</p>
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Certificate Of Completion

Envelope Id: 77350F143A9F48B799960C3497B1950D	Status: Delivered
Subject: Please DocuSign: Morgan County UID#30971.pdf	
Test: Please docusign	
Source Envelope:	
Document Pages: 1	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Robert Hugo
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	409 Silverside Rd Ste 105
	Wilmington, DE 19809
	rohugo@thebancorp.com
	IP Address: 204.77.161.1

Record Tracking

Status: Original	Holder: Robert Hugo	Location: DocuSign
12/29/2020 5:29:29 PM	rohugo@thebancorp.com	

Signer Events

Signature	Timestamp
Bret Heiner bheiner@morgan-county.net Morgan county public works Director Security Level: Email, Account Authentication (None)	Sent: 12/29/2020 6:09:07 PM Viewed: 1/3/2021 11:19:30 PM

Electronic Record and Signature Disclosure:
 Accepted: 1/3/2021 11:19:30 PM
 ID: 9a71f514-7978-4576-9cc0-705c756a4d24

Robert Hugo
 rohugo@thebancorp.com
 P Leasing Sales
 The Bancorp
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 F714C2EFC1234D3...

Sent: 12/29/2020 6:09:07 PM
 Viewed: 12/29/2020 6:09:18 PM
 Signed: 12/29/2020 6:09:24 PM

Signature Adoption: Pre-selected Style
 Using IP Address: 204.77.161.1

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	12/29/2020 6:09:07 PM
Certified Delivered	Security Checked	12/29/2020 6:09:18 PM
Signing Complete	Security Checked	12/29/2020 6:09:24 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

In Process

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To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at communications@thebancorp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to communications@thebancorp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with The Bancorp Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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- ii. send us an e-mail to communications@thebancorp.com and in the body of such request you must state your e-mail, full name, U.S. Postal Address, telephone number, and account number.

Minimum System Requirements

Operating Systems:	Windows 8, Windows 10, MacIntosh (macOS), latest Android OS, iPhone or iPad IOS
Browsers (for SENDERS):	Latest Versions (stable release); Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
Browsers (for SIGNERS):	Latest Versions (stable release); Chrome, Firefox, Safari, Internet Explorer 11+, Windows Edge
Email:	Access to a valid email account
Screen Resolution:	1024 x 768 minimum (for desktops and laptops)
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

**** These minimum requirements are subject to change.**

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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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: _____

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Approval of Hearing Officer's recommendation of Board of Equalization appeal

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

Fernwood (Durbano home)	00-0083-4593	03-POND1-0101	BR01	2294439	1261941	1554908	855199	-739531	-406742	Per Hearing officer decision
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The parcels listed above were reviewed at the Morgan County Board of Equalization
The Hearing officer has made recommendations to value adjustments as indicated.

These changes need to be ratified by the Morgan County Council

Approved

Not Approved

Signed by


Morgan County Council Chair


Date

MORGAN COUNTY 2020 BOARD OF EQUALIZATION
RECORD OF FINAL DECISION AND AUTHORIZATION

Property Owner: Fernwood LC (D. Durban home)

Serial Number: 01-POND1-0101

Account Number: 00-0083-4593

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$250,000.00			\$250,000.00
	LG01	\$161,400.00			\$161,400.00
Improvements	BR01	\$2,294,439.00	\$739,531.00		\$1,554,908.00
	BA01	\$83,692.00			\$83,692.00
Total Values		\$2,789,531.00	\$739,531.00	\$0.00	\$2,050,000.00
FINAL VALUE					\$2,050,000.00

Basis of Appeal:

Info submitted by appellant was a CMA for 4592 s.f. **good quality** home (as subject) and applied as if it were the appellants 16,463 s.f. **excellent quality** home.

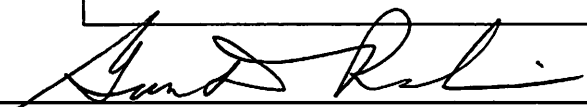
Appellant desires a value of \$1,746,000. (Revised value desired was 1.8M = 1.9M)

Assessor's Office Recommendation:

The subject property is larger than most homes in Morgan County. The challenge in valuing this type of home is it is superior to most comparable sales. We went to other counties and competing market areas to find larger homes. We did this, and recommend a value of \$2,170,000 based on 4 comparable sales

Hearing Officer's Recommendation:

Based on two most comparable sales, I would recommend a value of \$2,050,000



 Assessor's Signature

12/29/2020

 Date

(see attached sheet)

 Hearing Officer's Signature

12/29/2020

 Date

 Board Officer's Signature

 Date

4400 Ranch Blvd
Morgan, UT
03-pond1-0101
83-4593

The homeowner based the value of their property based on a price per square foot calculation, a CMA was also included of a neighboring property. The county provided comparable sales presented on a market grid. The comparable sale that the county presented are from competing markets in Eden, and Huntsville, Park City and Oakley. The subject property is larger than most homes in Morgan County making it a unique property. The challenge in valuing this type of home is it is superior to most comparable sales. The subject property has nearly double the square footage as the other larger homes in the county. It is reasonable to go to other counties and competing market areas to find larger homes in developments that are mostly smaller homes and then seeing if there is an adjustment for location. No adjustments were made for location, but significant adjustments were made for view for each of the comparable sales. The most similar comparables appear to be 1820 E 6925 N Eden and 1793 Lower Cove Rd, Park City.

I would recommend a value of \$2,050,000 based on these two comparable sales.

Keven Ewell
Keven Ewell

*Land value the current value & lower the improvement value
to make up the difference*

Doug Durbano (fernwood LLC)		#1	35 miles	#2	28 miles	#3	15 miles	#4	78 miles
4400 Ranch Blvd.		1820 E 6925 N		1793 Lower Cove Rd #27		587 S. 8600 E		5950 N Maple Ridge Trl.	
03-POND1-0101		Eden Ut.		Park City		Huntsville Ut.		Oakley, Ut.	
83-4593		17-092-0031		SG-C-27		21-127-0001		MRR-5	
Appellant original \$ 1,746,000		mls#1686302		mls#1511187		mls#1588843		mls#1490548	
Appellant 11/20/21 \$ 1,900,000		\$ 2,050,000		\$ 1,825,000		\$ 2,700,000		\$ 2,915,000	
2020 M.V. 2,789,531		9/1/2020		8/11/2020		7/31/2019		1/7/2019	
acres 6.38		acres 8.67		acres 10.56		acres 5.25		acres 7.7	
Market		Sale\$/tot.sf 185.24		Sale\$/tot.sf 174.67		Sale\$/tot.sf 236.22		Sale\$/tot.sf 255.52	
Market		Market		Market		Market		Market	
BR01(home) 2,294,439		BR01(home)		BR01(home)		BR01(home)		BR01(home)	
Ba01 83,692		Ba01		Ba01		Ba01		Ba01	
lr01(lot) 250,000		lr01(lot)		lr01(lot)		lr01(lot)		lr01(lot)	
ls01 161,400		ls01		ls01		ls01		ls01	
Tot. 2,789,531		2189000		2097525		2700000		2253772	
View		(205,000)		(273,750)		(405,000)		(291,500)	
Year Built 2016		Year Built 2009		Year Built 2008		Year Built 2015		Year Built 2004	
Quality ex		Quality ex		Quality ex		Quality ex		Quality ex	
main 6,829		main 3001		main 6000		main 5267		main 8158	
upper 2,803		upper 6561		upper 2000		upper 0		upper 0	
9,632		9,562		8,000		5,267		8,158	
lower 6,831		lower 1505		lower 2448		lower 6163		lower 3250	
bas 2,059		bas fin 1505		bas fin 2448		bas fin 6040		bas fin 3250	
tota 16,463		total 11,067		total 10,448		total 11,430		total 11,408	
bath 8:03		6:01		8:01		5:03		6:01	
gfa/ac Radgfa/ac		Rad gfa ac		gfa/ac		gfa/ac		Radgfa/ac	
gar 6		4		4		12		6	
Ag Buildings		20,000		20,000		(60,000)		60,000	
		60,000		60,000		60,000		60,000	
0.16		0.06		0.25		0.29		0.17	
121,290		121,290		94,220		(43,535)		417,630	
2,171,290		2,171,290		1,919,220		2,656,465		3,332,630	

Suggested Value 2,170,000
Mean, Best Comps 2,248,992

Assessor Recommendation

Adjustment Notes

Time adjusted sale to 1% per month, this is by analyzing all Morgan county improved sales
Lot sizes are all similar no adjustment at this time.
Adjusted 1/2% a year for Year Build, others make this adjustment due to condition, I have not been to these homes, I'm not familiar with there condition.
Main S.F. given @ \$60 per s.f.
Basement @ \$10 s.f.
Basement Finish @ \$20s.f.
Bathrooms @ \$8k, 1/2 Bath @ \$4k
Garage @ \$10k per stall
Views 10% for Resort View 5% Mountain View

4400 Ranch Blvd
Morgan, UT
03-pond1-0101
83-4593

The homeowner based the value of their property based on a price per square foot calculation, a CMA was also included of a neighboring property. The county provided comparable sales presented on a market grid. The comparable sale that the county presented are from competing markets in Eden, and Huntsville, Park City and Oakley. The subject property is larger than most homes in Morgan County making it a unique property. The challenge in valuing this type of home is it is superior to most comparable sales. The subject property has nearly double the square footage as the other larger homes in the county. It is reasonable to go to other counties and competing market areas to find larger homes in developments that are mostly smaller homes and then seeing if there is an adjustment for location. No adjustments were made for location, but significant adjustments were made for view for each of the comparable sales. The most similar comparables appear to be 1820 E 6925 N Eden and 1793 Lower Cove Rd, Park City.

I would recommend a value of \$2,050,000 based on these two comparable sales.

Keven Ewell
Keven Ewell

*Land value the current value & lower the improvement value
to make up the difference*

Before 2020 BOE

MORGAN COUNTY

Tax Roll Master Record

December 29, 2020

8:58:17AM

Parcel: 00-0083-4593 Serial #:03-POND1-0101 Entry: 125045
 Name: FERNWOOD LC
 c/o Name:
 Address 1: 476 W HERITAGE PARK BLVD STE 200
 Address 2:
 City State Zip: LAYTON UT 84041-5679
 Mortgage Co:
 Status: **Active** Year: **2020** District: **003 MOUNTAIN GREEN SEWER/ 0.013356**

Property Address
 W RANCH BLVD :4400
 MORGAN 84050-0000
 Acres: 6.38

Owners	Interest	Entry	Date of Filing	Comment
FERNWOOD LC		125045	02/14/2012	(0295/1718)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BA01 AG BUILDING	0.00	83,692	83,692	1,117.79	52,200	52,200	683.82
BR01 RESIDENTIAL BLDG	0.00	2,294,439	1,261,941	16,854.48	1,905,155	1,047,835	13,726.64
LG01 LAND GREENBELT	5.38	161,400	750	10.02	161,400	769	10.07
LH01 HOMESITE PRIM	1.00	250,000	137,500	1,836.45	250,000	137,500	1,801.25
LP01 LATE PENALTY	0.00	0	0	201.25	0	0	0.00
WB01 WEBER BASIN WATER DISTRICT	0.00	0	0	306.19	0	0	302.19
Totals:	6.38	2,789,531	1,483,883	20,326.18	2,368,755	1,238,304	16,523.97

Greenbelt Class Code & Name	Zone Code & Name	Acres	Price/Acre	Market	Taxable	Status	Changed
DT4 5 DRYFARM 4	0205 MG RR1	0.65	30,000	19,500	14	Active	04/08/2020
Z2 7 GRAZE 2	0205 MG RR1	1.76	30,000	52,800	32	Active	04/08/2020
IT4 3 IRRIGATED 4	0205 MG RR1	2.97	30,000	89,100	704	Active	04/08/2020
Greenbelt Totals		5.38		161,400	750		

Property Type	Year Built	Square Footage	Basement Size	Building Type
BA01 AG BUILDING	2012	3,750		Ag building

****** ATTENTION !! ******

Tax Rates for 2020 have been set and approved. All levied taxes and values shown on this printout for the year 2020 should be correct.

2020 Taxes:	19,818.74	2019 Taxes:	16,523.97
Special Fees:	306.19	Review Date:	05/03/2019
Penalty:	201.25		
Abatements: (0.00)		
Payments: (20,154.00)		
Amount Due:	172.18	NO BACK TAXES!	

12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Penalty - Check	201.25	bonnie
12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Special - Check	306.19	bonnie
12/15/2020 09:42AM 00079108 2020 FERNWOOD LC	Current - Check	19,646.56	bonnie
Total Payments:		20,154.00	

NO BACK TAXES

MORGAN COUNTY TREASURER / DEPUTY

signature