



RDA MEETING

09-10-24

(6:30 p.m.)



**REDEVELOPMENT AGENCY OF MORGAN CITY AGENDA
SEPTEMBER 10, 2024 – 6:30 P.M.
MORGAN, UTAH**

PUBLIC NOTICE is hereby given that the Redevelopment Agency of Morgan City, Utah, will hold a public meeting in the Council Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 6:30 p.m. on September 10, 2024. The public meeting will be live streamed on YouTube and a recording available on <https://morgancityut.org/meetings>.

1. **CALL TO ORDER AND APPROVAL OF AGENDA**

- A. Welcome – Steve Gale, Chair
- B. Approval of Meeting's Agenda

2. **CONSENT AGENDA**

- A. Redevelopment Agency Meeting Minutes – August 13, 2024

3. **ACTIVE AGENDA**

Review / Action – Resolution Adopting and Approving a Land Purchase Agreement Between Morgan City Redevelopment Agency and Doug Buys Utah Homes, LLC, for the Purchase of Property Located Near the Intersection of 125 North 425 East, and 175 Commercial Street, Morgan, Utah; Authorizing Ty Bailey, Executive Director to Conduct Further Negotiations for the Completion of the Transaction; and Repeal Resolution R24-07 Adopted by the Board of the Morgan City Redevelopment Agency on February 27, 2024 – Resolution R24-31

4. **CLOSED SESSION**

Strategy session to discuss the sale of real property, including any form of a water right or water shares.
(U.C.A. 52-4-205)

5. **Adjournment**

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- The Board at its discretion may rearrange the order of any item(s) on the agenda.
 - In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting.
 - This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Morgan Council Conference Room, 90 West Young Street, Morgan, Utah. Elected Officials at remote locations may be connected to the meeting electronically to participate.
 - Notice is hereby given that by motion of the Board of the Redevelopment Agency of Morgan City, pursuant to Title 52, Chapter 4 of the Utah Code, the Board may vote to hold a closed session for any of the purposes identified in that Chapter.
 - The undersigned, duly appointed City Recorder does hereby certify that the above notice and agenda was posted within the Morgan City limits on this 9th day of September, 2024 at Morgan City Hall, on the Utah State Public Notice Website (<https://www.utah.gov/pmn>), on the City's Website (<https://morgancityut.org>), and three public places within the City.
 - The 2024 meeting schedule was posted on the City's Website and Public Notice Website on December 12, 2023.
- /s/ Denise Woods, City Recorder

DRAFT

MINUTES OF THE REDEVELOPMENT AGENCY OF MORGAN CITY MEETING

AUGUST 13, 2024; 8:48 P.M.

CHAIR AND BOARD MEMBERS PRESENT:

Chair Steve Gale, Tony London, Jeffery Richins, and
Dave Alexander

STAFF PRESENT IN-PERSON:

Ty Bailey, City Manager; and Denise Woods, Agency
Secretary

EXCUSED:

Eric Turner and Jeff Wardell

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah. There were technical difficulties with YouTube the night of the meeting, but the recording was uploaded and available on the City's website – morgancityut.org the following day.

This meeting was called to order by Chair, Steve Gale.

APPROVAL OF MEETING AGENDA

MOTION: Board Member London moved to approve the agenda.

SECOND: Board Member Richins

Vote was 3 ayes; Motion passed unanimously to approve the agenda; Board Member Turner and Board Member Wardell were absent.

MINUTES

MOTION: Board Member Richins moved to approve the following:
Minutes of the Redevelopment Agency Special Meeting – June 20, 2024

SECOND: Board Member Alexander

Vote was 3 ayes; Motion passed unanimously to approve the minutes as written; Board Member Turner and Board Member Wardell were absent.

PUBLIC HEARING

ADOPTION OF THE 2024 – 2025 FISCAL YEAR BUDGET BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 FOR THE MORGAN CITY REDEVELOPMENT AGENCY

MOTION: Board Member Alexander moved to open the public hearings for the purpose of hearing public comments regarding the adoption of the 2024 – 2025 fiscal year budget for the Morgan City Redevelopment Agency.

DRAFT

SECOND: Board Member London

Discussion on the Motion: No discussion.

Vote was 3 ayes; Motion passed unanimously to open the public hearings; Board Member Turner and Board Member Wardell were absent.

Public Comments: No public comments.

MOTION: Board Member London moved to close the public hearing regarding the 2024-2025 fiscal year budget for the Morgan City Redevelopment Agency.

SECOND: Board Member Richins

Discussion on the Motion: No discussion.

Vote was 3 ayes; Motion passed unanimously to close the public hearing; Board Member Turner and Board Member Wardell were absent.

ACTIVE AGENDA

ADOPTION OF THE 2024 – 2025 FISCAL YEAR BUDGET BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025 FOR THE MORGAN CITY REDEVELOPMENT AGENCY – RESOLUTION R24-27

Ty Bailey, Executive Director, stated in 2024, the Redevelopment Agency received \$412,000, which was a portion of a \$455,000 grant for the Alleyway Project. He explained the appropriation of the beginning fund balance included this \$412,000 and a few years' worth of RDA fund balance, with plans to pay it back over time. He said the total project cost was around \$850,000. The project was progressing, with property surveys underway on six different parcels to facilitate transactions and property acquisition. He also stated he had given a report regarding the RDA to the School District, and they appeared pleased with the project's progress. He explained the main property owner was being dealt with first, and further transactions were planned once that was settled. He stated the previous property acquisition which came before the Board did not go through due to changing terms.

MOTION: Board Member London moved to adopt Resolution R24-27 – A resolution adopting the 2024 – 2025 fiscal year budget beginning July 1, 2024 and ending June 30, 2025 for the Morgan City Redevelopment Agency.

SECOND: Board Member Richins

Discussion on the Motion: No discussion.

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – aye
Jeff Wardell – absent
Tony London – aye
Eric Turner – absent

DRAFT

Vote was 3 ayes; Motion passed unanimously to adopt Resolution R24-27 – A resolution adopting the 2024 – 2025 fiscal year budget beginning July 1, 2024 and ending June 30, 2025 for the Morgan City Redevelopment Agency.

This meeting was adjourned at 8:54 p.m.

Denise Woods, Agency Secretary

Steve Gale, Chair

These minutes were approved at the September 10, 2024 meeting.

RESOLUTION R24-31

A RESOLUTION ADOPTING AND APPROVING A LAND PURCHASE AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND - DOUG BUYS UTAH HOMES, LLC, FOR THE PURCHASE OF PROPERTY LOCATED NEAR THE INTERSECTION OF 125 NORTH 425 EAST, AND 175 COMMERCIAL STREET, MORGAN, UTAH; AUTHORIZING TY BAILEY, EXECUTIVE DIRECTOR TO CONDUCT FURTHER NEGOTIATIONS FOR THE COMPLETION OF THE TRANSACTION; AND REPEAL RESOLUTION R24-07 ADOPTED BY THE BOARD OF THE MORGAN CITY REDEVELOPMENT AGENCY ON FEBRUARY 27, 2024.

WHEREAS, six parcels (Serial numbers: 05-410, 05-411, 05-415, 05-406-01, 04-414-002 and 05-398-01) of real property, located near the intersection of 125 North and 425 East, and 175 Commercial Street situated in Morgan City, Utah, are the subject of this Agreement and are more particularly described on Attachment "A", which is attached hereto and incorporated herein by this reference: and

WHEREAS, pursuant to an agreement between Doug Buys Utah Homes, LLC (hereinafter "SELLER") and Purchaser Morgan City Redevelopment Agency (hereinafter "AGENCY"), (collectively "The Parties") The Parties have determined to have the AGENCY purchase certain property to install improvements as provided in this Agreement; and

WHEREAS, the AGENCY desires to acquire this property for public use including public parking, a right-of-way for curb, gutter, sidewalk, roadway and utilities and other similar uses; and

WHEREAS, SELLER agrees to sell approximately 6,452 square feet of SELLER'S property, consisting of portions of the parcels with the serial numbers 05-415 and 04-414-002, for the uses specified above (see Parcel A in Attachment "A"), in exchange for the property, the AGENCY will pay Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot for a total of One Hundred Six Thousand Six Hundred Fifty-Two Dollars (\$106,652.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY of a second parcel consisting of approximately 6,142 square feet of property, constituting portions of the parcels with the serial numbers 05-411 and 05-410, to be used for the same purposes as stated above for a value of Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot (see Parcel B in Attachment "A") for a total cost of One Hundred One Thousand Five Hundred Twenty-Seven Dollars (\$101,527.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY, of a third parcel of property consisting of approximately 1,139 square feet, constituting a portion of the parcel with the serial number 05-411, to be used for the same purposes as stated above for a value of Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot (see Parcel C in Attachment "A") for a total cost of Eighteen Thousand Eight Hundred Twenty-Eight Dollars (\$18,828.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY from SELLER for Ten Dollars (\$10.00) and/or other valuable consideration, a fourth parcel consisting of approximately 21,198 square feet of property, constituting a portion of the parcel with the serial number 05-406-01, to be used for the same purposes as stated above (see Parcel D in Attachment "A"); and

WHEREAS, this Agreement shall also provide for the future purchase by AGENCY from SELLER, for Ten Dollars (\$10.00) and/or other valuable consideration, a fifth parcel of property, consisting of approximately 3,342 square feet, constituting a portion of the parcel with the serial number 05-398-01, to be used for the same purposes as stated above (see Parcel F in Attachment "A"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable purchase of property for agreed upon consideration.

WHEREAS, the Board of the Morgan City Redevelopment Agency has determined it to be in the best interest of the City and the Agency to adopt and approve the Land Purchase Agreement for the purchase of properties located near the intersection of 125 North 425 East, and 175 Commercial Street, Morgan, Utah.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE MORGAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. That the Land Purchase Agreement between Morgan City Redevelopment Agency and Doug Buys Utah Homes, LLC, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That Ty Bailey, Executive Director, may conduct further negotiations to complete the transaction.
3. That the Chair is hereby authorized to execute said Land Purchase Agreement, accept the Warranty Deeds for the properties, and sign all necessary documents to complete this transaction.
4. That Resolution R24-07 adopted by the Morgan City Redevelopment Agency on February 27, 2024 is hereby repealed.

PASSED AND ADOPTED by the Morgan City Redevelopment Agency, Morgan, Utah, this 10th day of September, 2024.

STEVE GALE, Chair

ATTEST:

DENISE WOODS, Agency Secretary

BOARD VOTE AS RECORDED:

	Aye	Nay	Excused
Board Member London	___	___	___
Board Member Wardell	___	___	___
Board Member Turner	___	___	___
Board Member Richins	___	___	___
Board Member Alexander	___	___	___

(In the event of a tie vote of the Board):

Chair Gale	___	___
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LAND PURCHASE AGREEMENT

PURCHASER: Morgan City Redevelopment Agency
90 West Young Street
Morgan, Utah 84050

SELLER: Doug Buys Utah Homes, LLC
103 Commercial Street, #203
Morgan, Utah 84050

Six parcels (Serial numbers: 05-410, 05-411, 05-415, 05-406-01, 04-414-002 and 05-398-01) of real property, located near the intersection of 125 North and 425 East, and 175 Commercial Street situated in Morgan City, Utah, are the subject of this Agreement and are more particularly described on Attachment "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to an agreement between Doug Buys Utah Homes, LLC (hereinafter "SELLER") and Purchaser Morgan City Redevelopment Agency (hereinafter "AGENCY"), (collectively "The Parties") The Parties have determined to have the AGENCY purchase certain property to install improvements as provided in this Agreement; and

WHEREAS, the AGENCY desires to acquire this property for public use including public parking, a right-of-way for curb, gutter, sidewalk, roadway and utilities and other similar uses; and

WHEREAS, SELLER agrees to sell approximately 6,452 square feet of SELLER'S property, consisting of portions of the parcels with the serial numbers 05-415 and 04-414-002, for the uses specified above (see Parcel A in Attachment "A"), in exchange for the property, the AGENCY will pay Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot for a total of One Hundred Six Thousand Six Hundred Fifty-Two Dollars (\$106,652.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY of a second parcel consisting of approximately 6,142 square feet, of property, constituting portions of the parcels with the serial numbers 05-411 and 05-410, to be used for the same purposes as stated above for a value of Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot (see Parcel B in Attachment "A") for a total cost of One Hundred One Thousand Five Hundred Twenty-Seven Dollars (\$101,527.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY, of a third parcel of property consisting of approximately 1,139 square feet, constituting a portion of the parcel with the serial number 05-411, to be used for the same purposes as stated above for a value of Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot (see Parcel C in Attachment "A") for a total cost of Eighteen Thousand Eight Hundred Twenty-Eight Dollars (\$18,828.00); and

WHEREAS, this Agreement shall also provide for the purchase by AGENCY from SELLER for Ten Dollars (\$10.00) and/or other valuable consideration, a fourth parcel consisting of approximately 21,198 square feet of property, constituting a portion of the parcel with the serial number 05-406-01, to be used for the same purposes as stated above (see Parcel D in Attachment "A"); and

WHEREAS, this Agreement shall also provide for the future purchase by AGENCY from SELLER, for Ten Dollars (\$10.00) and/or other valuable consideration, a fifth parcel of property, consisting of approximately 3,342 square feet, constituting a portion of the parcel with the serial number 05-398-01, to be used for the same purposes as stated above (see Parcel F in Attachment "A"); and

WHEREAS, the Parties desire to enter into this Agreement to facilitate an equitable purchase of property for agreed upon consideration.

THE PARTIES AGREE AS FOLLOWS:

1. Purchase of Parcels A, B, and C: The SELLER agrees to sell, and the AGENCY agrees to purchase portions of SELLER's properties near the intersection of 125 North and 425 East, and 175 Commercial Street, Morgan City, Utah consisting of Parcels A, B, and C, of property as more particularly described in Attachment "A."
2. Purchase Price: The purchase price for the above-described properties shall be Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot for a total of Two Hundred Twenty-Seven Thousand Seven Dollars (\$227,007.00) to be paid at closing.
3. Purchase of Parcel D: The SELLER agrees to sell to the AGENCY at a cost of Ten Dollars (\$10.00) and/or other valuable consideration, portions of SELLER's properties located near the intersection of 125 North and 425 East, and 175 Commercial Street, Morgan City, Utah consisting of Parcel D of property as more particularly described in Attachment "A."
4. Purchase of Parcel F: The SELLER agrees to sell to the AGENCY at a cost of Ten Dollars (\$10.00) and/or other valuable consideration, portions of SELLER's properties located near the intersection of 125 North and 425 East, and 175 Commercial Street, Morgan City, Utah consisting of Parcel F of property as more particularly described in Attachment "A."
5. Consideration: The Parties agree that there is good and adequate consideration underlying this Agreement.
6. Deeds: A Warranty Deed shall be made out to the AGENCY for each Parcel conveyed, with title vested as follows:

MORGAN CITY REDEVELOPMENT AGENCY

Title shall be subject to current taxes and restrictions, reservation, easements, rights of way, covenants, conditions, restrictions, liens, and encumbrances of record or apparent on the property.

7. Title Approval: AGENCY agrees to acquire, at AGENCY's option, an owner's standard title policy to AGENCY for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in the AGENCY. The AGENCY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. AGENCY shall pay for the title insurance policy.
8. Closing Date: This transaction shall close, and the deed(s) or contract be delivered for Parcels A, B, C and D on or before September 30, 2024 (Closing Date), and possession shall take place upon Recording with the County Recorder for Morgan County. The closing for Parcel F, shall be on or before December 30, 2024.
9. Approval: This purchase requires acceptance by Morgan City Redevelopment AGENCY. All documents are to have the approval of the City Attorney's Office.
10. Prorations: Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.
11. Expenses: Closing expenses shall be paid by the AGENCY.

12. Default: If AGENCY refuses to proceed with the transaction and complete the contract according to its terms and conditions, SELLER shall retain title and recover any actual damage done to the real property. The acceptance thereof by SELLER under this clause shall abdicate and obviate the right of SELLER to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.
13. Special Provisions - City: The City agrees to improve the property with public uses including public parking, a right-of-way for curb, gutter, sidewalk, roadway and utilities and other similar uses and to tie-in such uses to other existing improvements as necessary. In addition, the City agrees, that upon the closing of Parcels A, B, C, D and F to provide a credit for secondary water in the amount of 2 shares of water, to be credited for use on other properties owned and to be developed by SELLER in the future. The AGENCY will provide one location for a dumpster. The parking spaces in Parcel A, used for the apartments located at 144 North 425 East will be preserved or provided.
11. Representations: City declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by SELLER or SELLER'S agent, as to its location, value, future value or zoning.
12. Attorney's Fees: If either party fails to comply with the terms of this Agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.
13. Entire Agreement: The terms of this Agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

This is a legally binding document. If not understood, seek competent advice.

DATED this _____ day of _____, 2024.

SELLER: DOUG BUYS UTAH HOMES LLC

Managing Member

MORGAN CITY REDEVELOPMENT AGENCY

STEVE GALE, Chair

ATTEST:

DENISE WOODS, Secretary

STATE OF UTAH)
 :ss
COUNTY OF MORGAN)

On this _____ day of _____, 2024, personally appeared before me _____, who being by me duly sworn, did say that he is the Managing Member for the DOUG BUYS HOMES LLC, that is the legal property owner of record of the property subject to this Land Purchase Agreement and that he acknowledged to me that he is duly authorized to, and did in fact execute the foregoing Land Purchase Agreement. Witness my hand and official seal.

NOTARY PUBLIC

ATTACHMENT "A"

**MAP AND LEGAL DESCRIPTIONS FOR
PARCELS A, B, C, D, AND F**

PARCEL A

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);

THENCE NORTH 58°00'00" WEST 45.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE,
THENCE SOUTH 34°00'00" WEST 141.59 FEET ALONG THE NORTHWESTERLY LINE OF 125 NORTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 34°00'00" WEST 63.54 FEET ALONG SAID NORTHWESTERLY LINE;

THENCE NORTH 58°00'00" WEST 99.84 FEET;

THENCE NORTH 32°00'00" EAST 9.00 FEET;

THENCE NORTH 58°00'00" WEST 27.00 FEET;

THENCE NORTH 32°00'00" EAST 10.00 FEET;

THENCE SOUTH 58°00'00" EAST 50.00 FEET;

THENCE NORTH 32°00'00" EAST 71.00 FEET;

THENCE SOUTH 58°00'00" EAST 30.00 FEET;

THENCE SOUTH 32°00'00" WEST 26.50 FEET;

THENCE SOUTH 58°00'00" EAST 49.06 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6,452 sq.ft. 0.15 acres.

PARCEL B

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);

THENCE NORTH 58°00'00" WEST 129.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE,

THENCE SOUTH 32°00'00" WEST 115.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°00'00" WEST 71.00 FEET;

THENCE NORTH 58°00'00" WEST 50.00 FEET;

THENCE SOUTH 32°00'00" WEST 10.00 FEET;

THENCE NORTH 58°00'00" WEST 32.00 FEET;
THENCE NORTH 32°00'00" EAST 81.00 FEET
THENCE SOUTH 58°00'00" EAST 82.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 6,142 sq.ft. 0.14 acres.

PARCEL C

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);
THENCE NORTH 58°00'00" WEST 161.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE,
THENCE SOUTH 32°00'00" WEST 85.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°00'00" WEST 10.42 FEET;
THENCE SOUTH 57°41'02" EAST 32.00 FEET;
THENCE SOUTH 32°00'00" WEST 18.91 FEET;
THENCE NORTH 58°00'00" WEST 50.00 FEET;
THENCE NORTH 32°00'00" EAST 29.50 FEET;
THENCE SOUTH 58°00'00" EAST 18.00 FEET TO THE POINT OF BEGINNING;;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,139 sq.ft. 0.03 acres.

PARCEL D

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);
THENCE NORTH 58°00'00" WEST 45.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE,
THENCE SOUTH 34°00'00" WEST 205.12 FEET ALONG THE NORTHWESTERLY LINE OF 125 NORTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 34°00'00" WEST 60.54 FEET;
THENCE NORTH 58°00'00" WEST 316.73 FEET;
THENCE NORTH 32°00'00" EAST 69.50 FEET;
THENCE SOUTH 58°00'00" EAST 219.00 FEET;
THENCE SOUTH 32°00'00" WEST 9.00 FEET;
THENCE SOUTH 58-00-00" EAST 99.84 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 21,198 sq.ft. 0.49 acres.

PARCEL F

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (BASIS OF BEARING);

THENCE NORTH 58°00'00" WEST 246.00 FEET ALONG THE SOUTHWESTERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°00'00" WEST 121.25 FEET;

THENCE SOUTH 32°00'00" WEST 28.75 FEET;

THENCE NORTH 58°00'00" WEST 19.07 FEET;

THENCE 29.02 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 74°28'46" WEST 122.50 FEET FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 13°34'27" AND A CHORD BEARING NORTH 25°12'53" EAST 28.95 FEET;

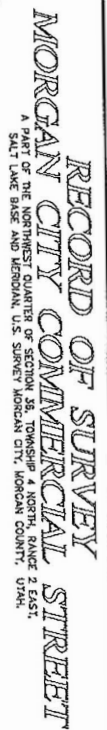
THENCE NORTH 32°00'00" EAST 121.25 FEET TO THE SOUTHWESTERLY LINE OF COMMERCIAL STREET;

THENCE SOUTH 58°00'00" EAST 22.50 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING;

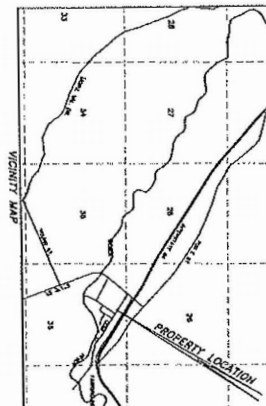
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,342 sq.ft. 0.08 acres.

LEGEND:

- SET 3/5 REAR W/CAP
OR AS INDICATED
- FOUND UNWARRANT
AS INDICATED
- FOUND MOUNTAIN ENGINEERING
REAR AND CAP
- SET NAIL AND WASHER
- SECTION CONTROL
OR AS INDICATED
- () RECORD DATA



LINE	DATE	NUMBER	DESCRIPTION	DEBIT	CREDIT	BALANCE
1	12/31					10,000.00
2	1/1					
3	1/2	125	SALES	881.29	34.75	
4	1/3	126	SALES	881.29	34.75	
5	1/4	127	SALES	881.29	34.75	
6	1/5	128	SALES	881.29	34.75	
7	1/6	129	SALES	881.29	34.75	
8	1/7	130	SALES	881.29	34.75	
9	1/8	131	SALES	881.29	34.75	
10	1/9	132	SALES	881.29	34.75	
11	1/10	133	SALES	881.29	34.75	
12	1/11	134	SALES	881.29	34.75	
13	1/12	135	SALES	881.29	34.75	
14	1/13	136	SALES	881.29	34.75	
15	1/14	137	SALES	881.29	34.75	
16	1/15	138	SALES	881.29	34.75	
17	1/16	139	SALES	881.29	34.75	
18	1/17	140	SALES	881.29	34.75	
19	1/18	141	SALES	881.29	34.75	
20	1/19	142	SALES	881.29	34.75	
21	1/20	143	SALES	881.29	34.75	
22	1/21	144	SALES	881.29	34.75	
23	1/22	145	SALES	881.29	34.75	
24	1/23	146	SALES	881.29	34.75	
25	1/24	147	SALES	881.29	34.75	
26	1/25	148	SALES	881.29	34.75	
27	1/26	149	SALES	881.29	34.75	
28	1/27	150	SALES	881.29	34.75	
29	1/28	151	SALES	881.29	34.75	
30	1/29	152	SALES	881.29	34.75	
31	1/30	153	SALES	881.29	34.75	
32	1/31	154	SALES	881.29	34.75	
33	2/1	155	SALES	881.29	34.75	
34	2/2	156	SALES	881.29	34.75	
35	2/3	157	SALES	881.29	34.75	
36	2/4	158	SALES	881.29	34.75	
37	2/5	159	SALES	881.29	34.75	
38	2/6	160	SALES	881.29	34.75	
39	2/7	161	SALES	881.29	34.75	
40	2/8	162	SALES	881.29	34.75	
41	2/9	163	SALES	881.29	34.75	
42	2/10	164	SALES	881.29	34.75	
43	2/11	165	SALES	881.29	34.75	
44	2/12	166	SALES	881.29	34.75	
45	2/13	167	SALES	881.29	34.75	
46	2/14	168	SALES	881.29	34.75	
47	2/15	169	SALES	881.29	34.75	
48	2/16	170	SALES	881.29	34.75	
49	2/17	171	SALES	881.29	34.75	
50	2/18	172	SALES	881.29	34.75	
51	2/19	173	SALES	881.29	34.75	
52	2/20	174	SALES	881.29	34.75	
53	2/21	175	SALES	881.29	34.75	
54	2/22	176	SALES	881.29	34.75	
55	2/23	177	SALES	881.29	34.75	
56	2/24	178	SALES	881.29	34.75	
57	2/25	179	SALES	881.29	34.75	
58	2/26	180	SALES	881.29	34.75	
59	2/27	181	SALES	881.29	34.75	
60	2/28	182	SALES	881.29	34.75	
61	2/29	183	SALES	881.29	34.75	
62	2/30	184	SALES	881.29	34.75	
63	2/31	185	SALES	881.29	34.75	
64	3/1	186	SALES	881.29	34.75	
65	3/2	187	SALES	881.29	34.75	
66	3/3	188	SALES	881.29	34.75	
67	3/4	189	SALES	881.29	34.75	
68	3/5	190	SALES	881.29	34.75	
69	3/6	191	SALES	881.29	34.75	
70	3/7	192	SALES	881.29	34.75	
71	3/8	193	SALES	881.29	34.75	
72	3/9	194	SALES	881.29	34.75	
73	3/10	195	SALES	881.29	34.75	
74	3/11	196	SALES	881.29	34.75	
75	3/12	197	SALES	881.29	34.75	
76	3/13	198	SALES	881.29	34.75	
77	3/14	199	SALES	881.29	34.75	
78	3/15	200	SALES	881.29	34.75	
79	3/16	201	SALES	881.29	34.75	
80	3/17	202	SALES	881.29	34.75	
81	3/18	203	SALES	881.29	34.75	
82	3/19	204	SALES	881.29	34.75	
83	3/20	205	SALES	881.29	34.75	
84	3/21	206	SALES	881.29	34.75	
85	3/22	207	SALES	881.29	34.75	
86	3/23	208	SALES	881.29	34.75	
87	3/24	209	SALES	881.29	34.75	
88	3/25	210	SALES	881.29	34.75	
89	3/26	211	SALES	881.29	34.75	
90	3/27	212	SALES	881.29	34.75	
91	3/28	213	SALES	881.29	34.75	
92	3/29	214	SALES	881.29	34.75	
93	3/30	215	SALES	881.29	34.75	
94	3/31	216	SALES	881.29	34.75	
95	4/1	217	SALES	881.29	34.75	
96	4/2	218	SALES	881.29	34.75	
97	4/3	219	SALES	881.29	34.75	
98	4/4	220	SALES	881.29	34.75	
99	4/5	221	SALES	881.29	34.75	
100	4/6	222	SALES	881.29	34.75	
101	4/7	223	SALES	881.29	34.75	
102	4/8	224	SALES	881.29	34.75	
103	4/9	225	SALES	881.29	34.75	
104	4/10	226	SALES	881.29	34.75	
105	4/11	227	SALES	881.29	34.75	
106	4/12	228	SALES	881.29	34.75	
107	4/13	229	SALES	881.29	34.75	
108	4/14	230	SALES	881.29	34.75	
109	4/15	231	SALES	881.29	34.75	
110	4/16	232	SALES	881.29	34.75	
111	4/17	233	SALES	881.29	34.75	
112	4/18	234	SALES	881.29	34.75	
113	4/19	235	SALES	881.29	34.75	
114	4/20	236	SALES	881.29	34.75	
115	4/21	237	SALES	881.29	34.75	
116	4/22	238	SALES	881.29	34.75	
117	4/23	239	SALES	881.29	34.75	
118	4/24	240	SALES	881.29	34.75	
119	4/25	241	SALES	881.29	34.75	
120	4/26	242	SALES	881.29	34.75	
121	4/27	243	SALES	881.29	34.75	
122	4/28	244	SALES	881.29	34.75	
123	4/29	245	SALES	881.29	34.75	
124	4/30	246	SALES	881.29	34.75	
125	4/31	247	SALES	881.29	34.75	
126	5/1	248	SALES	881.29	34.75	
127	5/2	249	SALES	881.29	34.75	
128	5/3	250	SALES	881.29	34.75	
129	5/4	251	SALES	881.29	34.75	
130	5/5	252	SALES	881.29	34.75	
131	5/6	253	SALES	881.29	34.75	
132	5/7	254	SALES	881.29	34.75	
133	5/8	255	SALES	881.29	34.75	
134	5/9	256	SALES	881.29	34.75	
135	5/10	257	SALES	881.29	34.75	
136	5/11	258	SALES	881.29	34.75	
137	5/12	259	SALES	881.29	34.75	
138	5/13	260	SALES	881.29	34.75	
139	5/14	261	SALES	881.29	34.75	
140	5/15	262	SALES	881.29	34.75	
141	5/16	263	SALES	881.29	34.75	
142	5/17	264	SALES	881.29	34.75	
143	5/18	265	SALES	881.29	34.75	
144	5/19	266	SALES	881.29	34.75	
145	5/20	267	SALES	881.29	34.75	
146	5/21	268	SALES	881.29	34.75	
147	5/22	269	SALES	881.29	34.75	
148	5/23	270	SALES	881.29	34.75	
149	5/24	271	SALES	881.29	34.75	
150	5/25	272	SALES	881.29	34.75	
151	5/26	273	SALES	881.29	34.75	
152	5/27	274	SALES	881.29	34.75	
153	5/28	275	SALES	881.29	34.75	
154	5/29	276	SALES	881.29	34.75	
155	5/30	277	SALES	881.29	34.75	
156	5/31	278	SALES	881.29	34.75	
157	6/1	279	SALES	881.29	34.75	
158	6/2	280	SALES	881.29	34.75	
159	6/3	281	SALES	881.29	34.75	
160	6/4	282	SALES	881.29	34.75	
161	6/5	283	SALES	881.29	34.75	
162	6/6	284	SALES	881.29	34.75	
163	6/7	285	SALES	881.29	34.75	
164	6/8	286	SALES	881.29	34.75	
165	6/9	287	SALES	881.29	34.75	
166	6/10	288	SALES	881.29	34.75	
167	6/11	289	SALES	881.29	34.75	
168	6/12	290	SALES	881.29	34.75	
169	6/13	291	SALES	881.29	34.75	
170	6/14	292	SALES	881.29	34.75	
171	6/15	293	SALES	881.29	34.75	
172	6/16	294	SALES	881.29	34.75	
173	6/17	295	SALES	881.29	34.75	
174	6/18	296	SALES	881.29	34.75	
175	6/19	297	SALES	881.29	34.75	
176	6/20	298	SALES	881.29	34.75	
177	6/21	299	SALES	881.29	34.75	
178	6/22	300	SALES	881.29	34.75	
179	6/23	301	SALES	881.29	34.75	
180	6/24	302	SALES	881.29	34.75	
181	6/25	303	SALES	881.29	34.75	
182	6/26	304	SALES	881.29	34.75	
183	6/27	305	SALES	881.29	34.75	
184	6/28	306	SALES	881.29	34.75	
185	6/29	307	SALES	881.29	34.75	
186	6/30	308	SALES	881.29	34.75	
187	6/31	309	SALES	881.29	34.75	
188	7/1	310	SALES	881.29	34.75	
189	7/2	311	SALES	881.29	34.75	
190	7/3	312	SALES	881.29	34.75	
191	7/4	313	SALES	881.29	34.75	
192	7/5	314	SALES	881.29	34.75	
193	7/6	315	SALES	881.29	34.75	
194	7/7	316	SALES	881.29	34.75	
195	7/8	317	SALES	881.29	34.75	
196	7/9	318	SALES	881.29	34.75	
197	7/10	319	SALES	881.29	34.75	
198	7/11	320	SALES	881.29	34.75	
199	7/12	321	SALES	881.29	34.75	
200	7/13	322	SALES	881.29	34.75	
201	7/14	323	SALES	881.29	34.75	
202	7/15	324	SALES	881.29	34.75	
203	7/16	325	SALES	881.29	34.75	
204	7/17	326	SALES	881.29	34.75	
205	7/18	327	SALES	881.29	34.75	
206	7/19	328				

[illegible]

