MORGAN CITY
EST. 1868

RDA MEETING

11-12-24

(5:30 p.m.)

REDEVELOPMENT AGENCY OF MORGAN CITY AGENDA
NOVEMBER 12, 2024 – 5:30 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 5:30 p.m. on November 12, 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 – September 10, 2024

3. **ACTIVE AGENDA**
   Review / Action – Resolution Adopting and Approving a Land Purchase Agreement Between Morgan City Redevelopment Agency and REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®, for the Purchase of Property Located Near the Intersection of 125 North 425 East, and 215 Commercial Street, Morgan, Utah – Resolution R24-40
4. Review / Action – Resolution Adopting and Approving an Economic Development Incentive Agreement Between the Morgan City Redevelopment Agency, Morgan City, and REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® – Resolution R24-41

5. Adjournment

- 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 **8th day of November, 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 — **SEPTEMBER 10, 2024; 6:30 P.M.**

CHAIR AND BOARD MEMBERS PRESENT: **Chair Steve Gale, Jeff Wardell, Jeffery Richins, and Dave Alexander**

STAFF PRESENT IN-PERSON: **Ty Bailey, Executive Director; Denise Woods, Agency Secretary**

STAFF PRESENT ELECTRONICALLY: **Gary Crane, City Attorney**

EXCUSED: **Eric Turner and Tony London**

OTHERS PRESENT: **Doug Wickliffe, Doug Buys Utah Homes**

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah. The meeting was streamed live on YouTube and available for viewing on the City's website – www.morgancityut.org.

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

APPROVAL OF MEETING AGENDA

MOTION: Board Member Alexander 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 London were absent.

MINUTES

MOTION: Board Member Richins moved to approve the following:
Minutes of the Morgan City Redevelopment Agency Meeting – August 13, 2024

SECOND: Board Member Wardell

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

ITEMS FOR DISCUSSION/APPROVAL

LAND PURCHASE AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND DOUG BUYS UTAH HOMES, LLC, FOR THE PURCHASE OF PROPERTY LOCATED

DRAFT

NEAR THE INTERSECTION OF 125 NORTH 425 EAST, AND 175 COMMERCIAL STREET, MORGAN, UTAH; AUTHORIZING TY BAILEY, EXECUTIVE DIRECTOR TO CONDUCT FURTHER NEGOTIATIONS TOR 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

Map was displayed showing the property for the alley concept project behind Commercial Street.

Ty Bailey, Executive Director, explained the Land Purchase Agreement was with Doug Wickliffe, Doug Buys Utah Homes, and multiple parcels were outlined for acquisition. He said Parcels A, B, and C were agreed to be purchased at the appraised value of Sixteen Dollars Fifty-Three Cents ($16.53) per square foot. Also, Parcel D, a larger area of 21,000 square feet, was to be acquired for Ten Dollars ($10.00) in exchange for planned alleyway improvements. Additionally, he stated Parcel F, which Doug also had an interest in, was set to be purchased for Ten Dollars ($10.00), contingent upon agreement from the owner. He stated the owner, who also holds Parcel H, would require a separate transaction.

Ty said once the parcels were consolidated, the combined space would be allocated for patio area, parking, and an alleyway. He said the agreement would involve new survey arrangements creating Parcels A, B, and C, with Parcel A remaining unchanged. The acquisition terms included title reporting and were anticipated to be completed through two separate transactions.

Council Member Alexander asked if this Resolution would also repeal Resolution R24-07, which was approved on February 27, 2024, and if any money had changed hands through that agreement.

Ty stated no money had changed hands, so it was easy to repeal the resolution.

Council Member Alexander questioned the purchase price of Sixteen Dollars Fifty-Three Cents ($16.53) per square foot. He stated it was calculated to exceed Seven Hundred Thousand Dollars ($700,000.00) per acre, which was considered high.

Ty explained, as outline in the Agreement, the total purchase price for all the properties was Two Hundred Twenty-Seven Thousand Seven Dollars (Parcel A – $106,652.00, Parcel B – $101,527.00, and Parcel C – $18,828.00). Parcel D and F were being exchanged for improvements and the City had a grant to complete those improvements.

Council Member Alexander asked regarding the purchase of the other two parcels of property.

Ty explained negotiations had not yet occurred with the property owner, who held an interest in the property being sold to Doug. He said the two adjacent properties required separate agreements and would also be purchased in exchange for improvements. He said the owner would gain parking space benefits from this arrangement. He said this owner also had an interest in Parcel F with Doug and agreed to finalize both property transactions with Doug by December 31st.

Mayor expressed appreciation to Doug for his willingness to work with the City on the project.

MOTION: Board Member Alexander moved to adopt and approve 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; with the correction to remove "the City" from the last Whereas in the Resolution.

SECOND: Board Member Richins

Discussion on the Motion: No discussion.

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

Vote was 3 ayes; Motion passed unanimously to adopt and approve 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; with the correction to remove "the City" from the last Whereas in the Resolution.

CLOSED SESSION

MOTION: Board Member Richins moved to go into a closed session at 6:46 p.m. for the purpose of a strategy session to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares. (U.C.A. 52-4-205)

SECOND: Board Member Wardell

Vote was 3 ayes; Motion passed to go into closed session; Board Member Turner and Board Member London were absent.

PRESENT: Chair Gale, Ty Bailey, Executive Director, Gary Crane, City Attorney (Electronically), Denise Woods, Agency Secretary, Board Member Richins, Board Member Wardell, and Board Member Alexander

MOTION: Board Member Richins moved to open the meeting at 7:02 p.m.

SECOND: Board Member Wardell

Vote was 3 ayes; Motion passed to come out of closed session; Board Member Turner and Board Member London were absent.

This meeting was adjourned at 7:03 p.m.

DRAFT

_____	_____
Denise Woods, Agency Secretary	Steve Gale, Chair

These minutes were approved at the November 12, 2024 meeting.

SWORN STATEMENT

The undersigned hereby swears and affirms, pursuant to Section 52-4-205(1) of the Utah Code Annotated, that the sole purpose for the closed meeting of the Morgan City Redevelopment Agency on the **10th day of September, 2024,** was to discuss the purchase, exchange or lease of real property, including any form of a water right or water shares.

Dated this 10th day of September, 2024.

ATTEST:

_____	_____
STEVE GALE, Chair	DENISE WOODS, Agency Secretary

RESOLUTION R24-40

A RESOLUTION ADOPTING AND APPROVING A LAND PURCHASE AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND REVABA MORGAN LLC, d/b/a COMFORT INN & SUITES®, FOR THE PURCHASE OF PROPERTY LOCATED NEAR THE INTERSECTION OF 125 NORTH 425 EAST, AND 215 COMMERCIAL STREET, MORGAN, UTAH; AUTHORIZING TY BAILEY, EXECUTIVE DIRECTOR TO CONDUCT FURTHER NEGOTIATIONS FOR THE COMPLETION OF THE TRANSACTION.

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® (hereinafter "Seller") owns property located near the intersection of 125 North and 425 East, and 215 Commercial Street (Serial No. 05-402-01; Parcel No. 00-0086-6351), situated in Morgan City, Utah; and

WHEREAS, pursuant to an agreement between Seller and Purchaser, Morgan City Redevelopment Agency (hereinafter "Agency"), the parties have determined to have the Agency purchase certain property to install improvements as provided in the 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 12,008 square feet of Seller's property for the uses specified in the agreement; and

WHEREAS, in exchange for the property, the Agency will pay Ten Dollars ($10.00) for the property and make improvements as set forth in the agreement; and

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

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 REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®, 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 Deed for the property, and sign all necessary documents to complete this transaction.

PASSED AND ADOPTED by the Morgan City Redevelopment Agency, Morgan, Utah, this 12th day of November, 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	___	___

LAND PURCHASE AGREEMENT

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

SELLER: REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®
Attn: Victor Soni
2177 West North Temple
Salt Lake City, UT 84116

A parcel (Serial No. 05-402-01; Parcel No. 00-0086-6351) of real property, located near the intersection of 125 North and 425 East, and 215 Commercial Street, situated in Morgan City, Utah, is the subject of this Agreement and is more particularly described in Attachment "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, pursuant to an agreement between REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® (hereinafter "Seller") and Purchaser, Morgan City Redevelopment Agency (hereinafter "Agency"), 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 12,008 square feet of Seller's property (see Attachment "A") for the uses specified in this Agreement; and

WHEREAS, in exchange for the property, the Agency will pay Ten Dollars ($10.00) for the property and make improvements as set forth herein; and

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

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase.** The Seller agrees to sell, and the Agency agrees to purchase a portion of Seller's property located near the intersection of 125 North and 425 East, and 215 Commercial Street, Morgan City, Utah consisting of approximately 12,008 square feet of property as more particularly described in Attachment "A."

2. **Purchase Price:** The purchase price for the above-described property shall be a total of Ten Dollars ($10.00) to be to be paid at closing.

3. **Deed:** A Warranty Deed shall be made out to the Agency with title vested as follows:

MORGAN CITY REDEVELOPMENT AGENCY

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

4. **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.

5. **Closing Date:** This transaction shall close and the deed or contract be delivered on or before _____, 2024 ("Closing Date"), and possession shall take place upon recording with the County Recorder for Morgan County.

6. **Approval:** This purchase requires acceptance by Morgan City Redevelopment Agency. All documents are to have the approval of the City Attorney's Office.

7. **Prorations:** Taxes and assessments shall be prorated as of the date of closing based upon the latest figures available.

8. **Expenses:** Closing expenses shall be paid by the Agency.

9. **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.

10. **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.

11. **Representations:** Agency 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: **REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®**

_____

By: _____

Title: _____

STATE OF _____)
: ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this _____ day of _____, 2024, personally appeared _____, to me known to be the _____ of _____, who executed the foregoing Land Purchase Agreement, for and on behalf of said L.L.C., being duly authorized to do so.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
NOTARY PUBLIC

MORGAN CITY REDEVELOPMENT AGENCY

_____
STEVE GALE, Chair

ATTEST:

_____
DENISE WOODS, Agency Secretary

APPROVED AS TO FORM:

_____
GARY R. CRANE, City Attorney

ATTACHMENT "A"

MAP AND LEGAL DESCRIPTION FOR PARCEL E

PARCEL E BOUNDARY DESCRIPTION – PART OF Serial No. 05-402-01

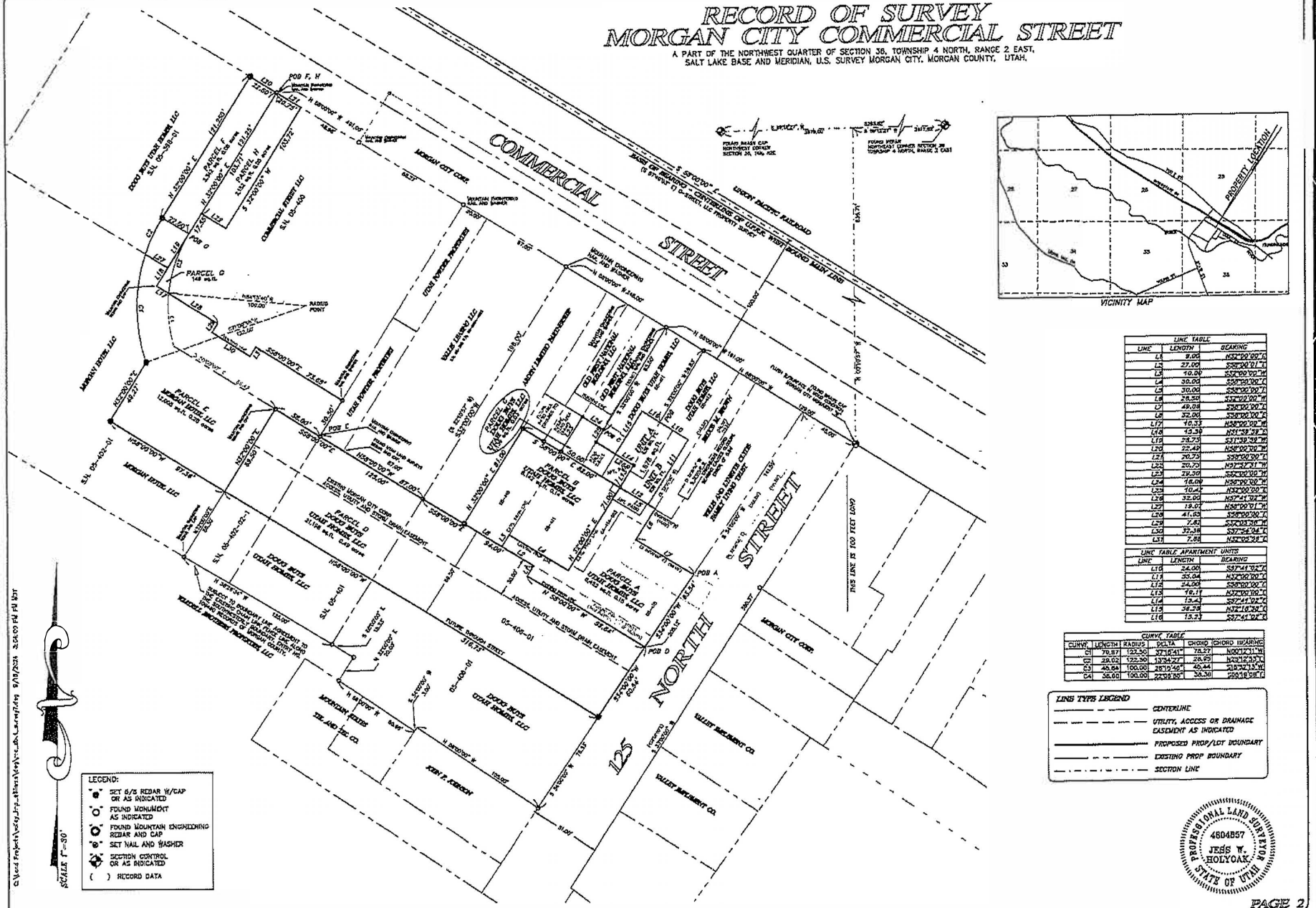
COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (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,
THENCE SOUTH 32°00'00" WEST 196.00 FEET;
THENCE NORTH 58°00'00" WEST 87.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°00'00" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°00'00" WEST 69.50 FEET;
THENCE NORTH 58°00'00" WEST 97.36 FEET;
THENCE NORTH 32°00'00" EAST 49.27 FEET;
THENCE 79.67 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 71°09'58" WEST 122.50 FEET
FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 37°15'42" AND A CHORD BEARING NORTH 00°12'11" WEST 78.27 FEET;
THENCE SOUTH 58°00'00" EAST 19.07 FEET;
THENCE SOUTH 32°00'00" WEST 15.50 FEET;
THENCE SOUTH 58°00'00" EAST 51.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°05'58" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°54'09" EAST 32.36 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°05'56" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 58°00'00" EAST 73.65 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°00'00" WEST 30.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE-DESCRIBED TRACT OF LAND CONTAINS 12,008 sq.ft. 0.28 acres.

RECORD OF SURVEY
MORGAN CITY COMMERCIAL STREET

A PART OF 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.



LINE TABLE

LINE	LENGTH	BEARING
L1	9.05	N32°00'00"E
L2	27.00	S58°00'01"E
L3	10.04	S32°00'00"W
L4	30.00	S58°00'00"E
L5	30.00	S58°00'00"E
L6	28.30	S32°00'00"W
L7	49.08	S58°00'00"E
L8	32.00	S58°00'00"E
L11	10.33	N38°00'00"W
L12	13.39	N51°59'59"E
L13	28.75	S31°59'59"E
L20	22.49	N58°00'00"W
L21	20.73	S58°00'00"E
L22	20.73	N31°27'41"W
L23	29.30	S58°00'00"E
L24	18.08	N58°00'00"W
L25	10.44	N32°00'00"E
L26	32.00	N57°41'02"W
L27	18.01	N58°00'01"W
L28	61.65	S58°00'00"E
L29	7.82	S34°03'58"W
L30	32.38	S31°54'04"E
L31	7.66	N32°00'58"E

LINE TABLE APARTMENT UNITS

LINE	LENGTH	BEARING
L16	24.00	S57°41'02"E
L17	25.04	N32°00'00"E
L18	24.00	S58°00'00"E
L19	18.19	N32°00'00"E
L14	13.43	S57°41'02"E
L15	38.29	N32°18'29"E
L16	13.23	S57°41'02"E

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	70.87	122.50	37°18'41"	78.27	N00°12'31"W
C2	29.02	122.50	13°34'27"	28.95	N39°12'33"E
C3	46.64	100.00	26°19'46"	46.44	S18°32'13"W
C4	50.00	100.00	22°39'55"	49.50	S39°18'59"E

LINE TYPE LEGEND

- CENTERLINE
- UTILITY, ACCESS OR DRAINAGE EASEMENT AS INDICATED
- PROPOSED PROP/LOT BOUNDARY
- EXISTING PROP BOUNDARY
- SECTION LINE

PROFESSIONAL LAND SURVEYOR
4804857
JESS W. HOLYOAK
STATE OF UTAH

MOUNTAIN ENGINEERING
P. O. BOX 309
MORGAN, UTAH 84050
TEL. (801) 876-3978 FAX 876-3979

DATE	BY	REVISIONS
08-31-21	JWW	CORNERS ADDED, E
09-13-21	JWW	PER REVISED PLAT CITY COMMENTS
09-16-21	JWW	PER REVISED PARCEL E

DESIGNED BY
DRAWN BY
DATE: SEPT. 2021

RECORD OF SURVEY

MORGAN CITY CORP. NO WEST SIDE STREET MORGAN, UTAH

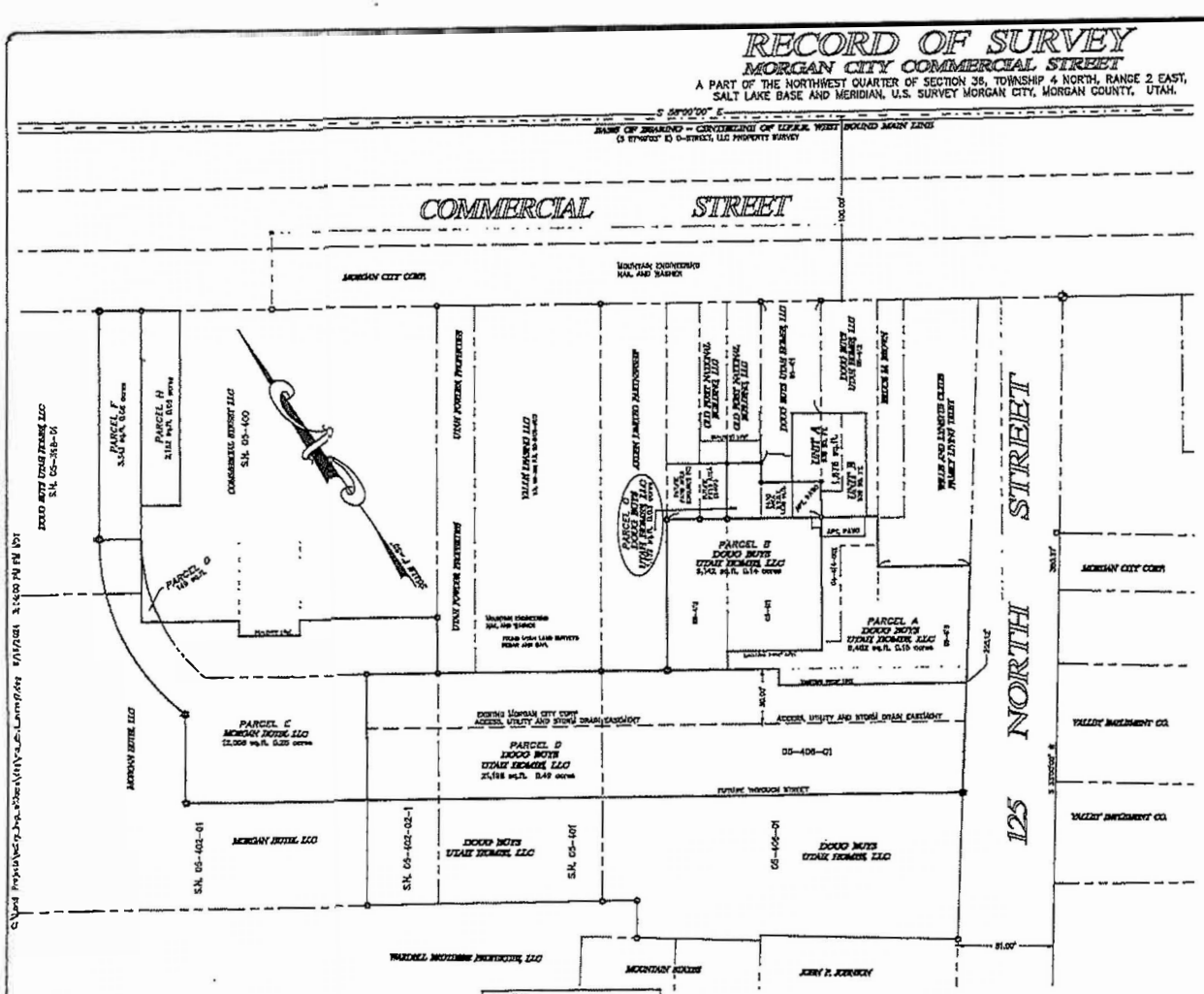
JOB NO. MC 21-32

DRAWING NO. MC 21-32 SHEET 2 OF 2 FILE/MC_SURV_Survey

RECORD OF SURVEY

MORGAN CITY COMMERCIAL STREET

A PART OF 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.



SURVEY NARRATIVE:

THIS SURVEY WAS PERFORMED AND PLAT PREPARED AT THE REQUEST OF DOOO MOTS UTAH HOMES, LLC. 6128 VISTA DRIVE, OGDEN, UTAH 84403, AND MORGAN CITY CORPORATION, 90 WEST YOUNG STREET, MORGAN, UTAH 84050

THE PURPOSE OF THIS SURVEY AND PLAT THEREOF IS TO SURVEY AND DESCRIBE SEVERAL PARCELS OF LAND TO BE PURCHASED BY MORGAN CITY CORP. IN ORDER TO FACILITATE THE CONSTRUCTION OF MUNICIPAL PARKING AREAS, A THROUGH STREET FOR ACCESS AND OUTDOOR SEATING AREAS BEHIND LOCAL RESTAURANTS.

ALL MONUMENTS FOUND OR SET ARE AS DESCRIBED HEREON.

THE BASIS OF BEARING IS THE CENTERLINE OF THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE CALLED SOUTH 89°00'00" EAST.

EASEMENTS MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT, IT IS NOT THE INTENT OF THIS SURVEY TO DISCLOSE ALL OR ANY EASEMENTS WHICH MAY ENCUMBER THE HEREON SHOWN TRACT OF LAND.

ADJOINING PROPERTIES AND RESPECTIVE OWNERSHIPS ARE SHOWN FOR INFORMATION PURPOSES ONLY. NO CERTIFICATION IS HEREBY MADE AS TO THE ACCURACY OF SAID INFORMATION.

CERTIFICATE OF SURVEYOR

I, JOSH W. HELTMAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 4804801, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT, AND BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HEREON, IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS ON THE GROUND AS REPRESENTED ON THE PLAT.

SIGNED THIS _____ DAY OF _____

JOSH W. HELTMAN, P.L.S.
UTAH LAND SURVEYOR REGISTRATION NO. 4804801

LEGEND:

- SET 5/8 REBAR W/CAP OR AS INDICATED
- FOUND MONUMENT AS INDICATED
- FOUND MOUNTAIN ENGINEERING REBAR AND CAP
- SET NAIL AND WASHER
- SECTION CONTROL OR AS INDICATED
- ( ) RECORD DATA

LINE TYPE LEGEND

- CENTERLINE
- UTILITY, ACCESS OR DRAINAGE EASEMENT AS INDICATED
- PROPOSED PROP/LOT BOUNDARY
- EXISTING PROP BOUNDARY
- SECTION LINE

BOUNDARY DESCRIPTION PARCEL H PART OF S.N. 05-400

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE SOUTH 89°00'00" EAST 481.00 FEET ALONG THE SOUTHERLY LINE OF COMMERCIAL STREET, BEING 100 FEET DISTANT PERPENDICULAR FROM THE CENTERLINE OF THE U.P.R.R. WEST BOUND MAIN LINE; THENCE SOUTH 00°00'00" WEST 125.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" WEST 71.00 FEET;
THENCE NORTH 90°00'00" WEST 50.00 FEET;
THENCE NORTH 00°00'00" EAST 13.00 FEET;
THENCE NORTH 90°00'00" WEST 23.00 FEET;
THENCE NORTH 00°00'00" EAST 45.00 FEET;
THENCE SOUTH 90°00'00" EAST 82.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 8,142 sq.ft. 0.14 acres.

BOUNDARY DESCRIPTION PARCEL C PART OF S.N. 05-411

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE NORTH 89°00'00" WEST 181.00 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 00°00'00" WEST 68.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°00'00" WEST 10.42 FEET;
THENCE SOUTH 89°41'00" EAST 32.00 FEET;
THENCE SOUTH 00°00'00" WEST 10.21 FEET;
THENCE NORTH 89°00'00" WEST 50.00 FEET;
THENCE NORTH 00°00'00" EAST 29.50 FEET;
THENCE SOUTH 89°00'00" EAST 18.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,109 sq.ft. 0.03 acres.

BOUNDARY DESCRIPTION PARCEL D PART OF S.N. 05-406-01, 05-401 AND 05-402-02-1

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE NORTH 89°00'00" WEST 481.00 FEET ALONG THE SOUTHERLY 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 209.12 FEET ALONG THE NORTHWESTERLY LINE OF 125 NORTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 34°00'00" WEST 69.64 FEET;
THENCE NORTH 89°00'00" WEST 214.72 FEET;
THENCE NORTH 32°00'00" EAST 69.80 FEET;
THENCE SOUTH 89°00'00" EAST 218.00 FEET;
THENCE SOUTH 32°00'00" WEST 8.00 FEET;
THENCE SOUTH 89°00'00" EAST 99.84 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 21,188 sq.ft. 0.49 acres.

BOUNDARY DESCRIPTION PARCEL E PART OF S.N. 05-402-01

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE NORTH 89°00'00" WEST 348.00 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 194.00 FEET; THENCE NORTH 58°00'00" WEST 67.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°00'00" WEST 36.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°00'00" WEST 69.50 FEET;
THENCE NORTH 60°00'00" WEST 97.36 FEET;
THENCE NORTH 32°00'00" EAST 48.27 FEET;
THENCE 29.87 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 7°09'56" WEST 122.50 FEET FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 37°15'42" AND A CHORD BEARING NORTH 60°12'11" WEST 29.27 FEET;
THENCE SOUTH 84°00'00" EAST 18.97 FEET;
THENCE SOUTH 32°00'00" WEST 19.00 FEET;
THENCE SOUTH 84°00'00" EAST 61.09 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°00'38" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°59'06" EAST 32.28 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°00'56" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 58°00'00" EAST 73.85 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°00'00" WEST 52.80 FEET TO THE TRUE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 12,009 sq.ft. 0.28 acres.

BOUNDARY DESCRIPTION PARCEL F PART OF S.N. 05-398-01

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE NORTH 89°00'00" WEST 481.00 FEET ALONG THE SOUTHERLY 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" EAST 121.23 FEET;
THENCE SOUTH 32°00'00" WEST 28.78 FEET;
THENCE NORTH 32°00'00" WEST 18.07 FEET;
THENCE 28.02 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 74°25'46" WEST 122.50 FEET FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 13°06'22" AND A CHORD BEARING NORTH 23°12'25" EAST 27.96 FEET;
THENCE NORTH 32°00'00" EAST 137.58 FEET TO THE SOUTHERLY LINE OF COMMERCIAL STREET;
THENCE SOUTH 89°00'00" EAST 22.63 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,342 sq.ft. 0.08 acres.

BOUNDARY DESCRIPTION PARCEL G PART OF S.N. 05-400

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°52'27" EAST 2878.00 AND SOUTH 00°07'33" EAST 836.71 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 89°00'00" EAST (BASIS OF BEARINGS); THENCE NORTH 89°00'00" WEST 481.00 FEET ALONG THE SOUTHERLY 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 125.23 FEET TO THE TRUE POINT OF BEGINNING;

THENCE 46.84 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING SOUTH 18°02'18" WEST 45.44 FEET;
THENCE NORTH 89°00'00" WEST 16.93 FEET;
THENCE NORTH 32°00'00" EAST 58.00 FEET;
THENCE NORTH 32°00'00" EAST 28.78 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 348 sq.ft.

MOUNTAIN ENGINEERING
P. O. BOX 309
MORGAN, UTAH 84050
TEL (801) 876-3978 FAX 876-3978

REVISIONS
DATE | BY | COMMENTS
04-7-21 | JRH | REVISED PARCEL E
04-14-21 | JRH | REVISED PARCEL E
04-14-21 | JRH | REVISED PARCEL E

DESCRIBED BY: JRH
DRAWN BY: JRH
CHECKED BY: JRH
DATE: 4/14/2021

JOB NO. MC 21-11

RECORD OF SURVEY

DRAWING NO. MC 21-11 - 21-01
SHEET 1 OF 2
P:\CAD_DWG_SURVEY\

RESOLUTION R24-41

A RESOLUTION OF THE MORGAN CITY REDEVELOPMENT AGENCY, ADOPTING AND APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN MORGAN CITY, THE MORGAN CITY REDEVELOPMENT AGENCY AND REVABA HOTEL LLC, d/b/a COMFORT INN & SUITES®.

WHEREAS, Morgan City (the "City") and the Morgan City Redevelopment Agency (the "RDA") desire to enter into this agreement entitled Economic Development Incentive Agreement for the purpose of providing incentive to REVABA HOTEL LLC, d/b/a Comfort Inn & Suites® ("REVABA") to construct, own and operate a hotel in Morgan City; and

WHEREAS, REVABA has committed to bring its brand, Comfort Inn & Suites®, a lodging facility, to Morgan City, including all buildings, facilities, equipment; and

WHEREAS, REVABA has entered into a Purchase and Sale Agreement for the purchase of that certain property described as Morgan Hotel, which is located in the City of Morgan, Utah (the "**Site**");

WHEREAS, REVABA has arranged for the purchase of the Site and all Structures and improvements on the Site in order to continue its use as a hotel, as Comfort Inn and Suites®, a branded lodging facility ("**Hotel**"), including all buildings, facilities, equipment and site improvements necessary to the operation of the Hotel ("**Improvements**"), but that the overall feasibility of continuing the Project requires a local incentive; and

WHEREAS, as a continuation of an inducement made to the original owners of the Project, which is still expected to result in the continuation of both the desired job creation and the improvement of the Site, the City and RDA have approved an incentive consisting of up to Seven Hundred Seventy-Five Thousand Dollars ($775,000.00) in local incentives, payable as provided in this Agreement; and

WHEREAS, REVABA agrees to enter into a Land Purchase Agreement with the RDA for acquisition of the approximately 12,008 square feet of certain property, which is located on and is part of the Site.

WHEREAS, the parties mutually agree to the terms and conditions contained in the attached agreement and agree that there is fair and adequate consideration underlying the agreement; and

WHEREAS, the City and the RDA agree that it is in the best interest of Morgan City and its citizens to enter into this agreement.

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

1. That the agreement entitled Economic Development Incentive Agreement between Morgan City, the Morgan City Redevelopment Agency and REVABA HOTEL LLC, d/b/a Comfort Inn & Suites®, which is attached hereto and incorporated herein by this reference, be adopted and approved.

2. That the Chair is authorized to execute the Economic Development Incentive Agreement.

PASSED AND ADOPTED by the Board of the Morgan City Redevelopment Agency, this 12th day of November, 2024.

_____
STEVE GALE, Chair

ATTEST:

_____
DENISE WOODS, Agency Secretary

APPROVED AS TO FORM:

_____
Gary Crane, City Attorney

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	___	___

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (this "**Agreement**") is made and entered into as of _____, 2024, (the "**Effective Date**") by and between the MORGAN CITY REDEVELOPMENT AGENCY, a Utah municipal corporation ("**RDA**"), the CITY OF MORGAN, a Utah municipal corporation ("**City**") and REVABA MORGAN LLC, d/b/a Comfort Inn & Suites®, a limited liability company, or its assigns ("**Hotel**").

RECITALS

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® has entered into a Purchase and Sale Agreement for the purchase of that certain property described as Morgan Hotel, which is located in the City of Morgan, Utah (the "**Site**");

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® has arranged for the purchase of the Site and all Structures and improvements on the Site in order to continue its use as a hotel, as Comfort Inn and Suites®, a branded lodging facility ("**Hotel**"), including all buildings, facilities, equipment and site improvements necessary to the operation of the Hotel ("**Improvements**") at total purchase price of approximately $_____ the "**Project**"), but that the overall feasibility of continuing the Project requires a local incentive; and

WHEREAS, as a continuation of an inducement made to the original owners of the Project, which is still expected to result in the continuation of both the desired job creation and the improvement of the Site, the City and RDA have approved an incentive consisting of up to Seven Hundred Seventy-Five Thousand Dollars ($775,000.00) in local incentives, payable as provided in this Agreement; and

WHEREAS, REVABA MORGAN LLC, d/b/a Comfort Inn & Suites® agrees to enter into a Land Purchase Agreement with the RDA for acquisition of the approximately 12,008 square feet of certain property described in Exhibit "A," which is located on and is part of the Site.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises and obligations of the parties hereto and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

ARTICLE 1 - DEFINITIONS

1. "Full Operation" means Hotel is open for business with at least 75% of the rooms available for rent.

2. "Development and Improvement Costs" means all costs incurred by Hotel in connection with the Project.

3. "Payment Date" has the meaning set forth in Article 3, Section 1.b.

4. "Project" means the transition of the Site into a Comfort Inn and Suites® branded lodging facility ("**Hotel**"), including all changes to all buildings, facilities, equipment and site improvements necessary to the operation of the Hotel ("**Improvements**") at total purchase and improvement cost of approximately $_____. The changes and improvements to the building, equipment and Site, specifications, and furnishings generally, it shall be maintained as a 31,451 square foot, 3 story, 56-unit Hotel and Suites.

5. "Project Area" – The Project Area is located within the boundaries of Morgan City in Morgan County. The exact boundaries of the Project Area are specifically and legally described in the Plan.

6. "Project Area Plan and Budget" (the "Plan") – This Agreement is subject to the provisions of the Plan, as adopted on July 14, 1992 and renewed on December 11, 2018, by the RDA and Redevelopment Board in accordance with State Law.

7. "Reimbursement" has the meaning set forth in Article 3, Section 1.a.

8. "Acquisition Date" means the date the purchase of the Project is completed and closed, which shall not be later than October, 31, 2024.

9. "Tax Increment" means the tax increment received and retained by the City from the ad valorem taxes collected within the RDA Project Area, as defined by State Law (Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, 17C *et seq*, Utah Code Annotated as amended (the "**Act**").

10. "Tax Increment Grants" means tax increment grants as provided in Article 3, Section 1.b.

11. "Termination Date" means (i) February 15, 2024, or (ii) the date the Tax Increment Grants have been paid as provided herein, to Hotel.

ARTICLE 2 - DEVELOPMENT

1. Purchase of the Project.
Hotel shall purchase the project no later than the Acquisition Date. The City shall not be a party to any contract for purchase and shall not be a third-party beneficiary of any such contract.

    a. Hotel shall begin Full Operation of the Hotel on or before December 31, 2024.

    b. Hotel shall operate the Project in conformity with all applicable laws; provided, however, that nothing herein shall limit the right of the Hotel to properly challenge any such law or the applicability of such law.

ARTICLE 3 - INCENTIVES

1. In order to encourage Hotel to continue the successful operation of the Project, the RDA and City agree to pay Hotel the Incentive as follows:

    a. The City hereby pledges and agrees to pay to Hotel, following the purchase and upon full operation of the hotel, the maximum amount of Seven Hundred and Seventy-Five Thousand Dollars ($775,000.00), payable annually in installments solely from the Tax Increment ("**Tax Increment Grants**"). Payments of Tax Increment Grants are expected to commence on February 15, 2025, and shall continue on each subsequent February 15th (the "**Payment Date**") until the Termination Date. The amount of the Tax Increment Grant for each year shall be up to and aggregate of (i) One Hundred and Seventy Five Thousand Dollars ($175,000.00) upon signing of this agreement and (ii) One Hundred and Seventy Five Thousand Dollars ($175,000.00) on February 15, 2025, One Hundred and Fifty Thousand Dollars ($150,000.00) on February 15, 2026, One Hundred and Fifty Thousand Dollars ($150,000.00) on February 15, 2027, and One Hundred and Twenty Five Thousand Dollars ($125,000.00) on February 15, 2028. The annual Tax Increment Grants are conditioned upon Hotel "operating" the Hotel as of the December 1st prior to the applicable Payment Date. For purposes of this Agreement, "operating" shall

mean that the Hotel is open for business and accepting guest reservations; provided, however that, the Hotel shall not be deemed non-operational in the event of closures, (i) caused by a force majeure event and not deemed to be permanent, or (ii) due to renovations, upgrades, repairs or maintenance so long as such closure does not exceed twelve (12) months. Hotel is responsible for making the property tax payments for the Hotel and if at any time the tax payments become delinquent no Tax Increment Grant payment will be made by the RDA.

b. The RDA has no obligation to remit to Hotel, the Tax Increment Grant unless and until the following conditions precedent are all satisfied: (i) The Hotel is operated as a national mid-grade brand i.e., Comfort Inn or similar; (ii) Hotel has conveyed approximately 12,008 square feet of property identified in Exhibit "A" to the RDA; (iii) Hotel has commenced and continues to commence, operations of the Hotel for each year in which the Tax Increment Grant is received; (iv) the RDA has received actual payment of the Tax Increment intended for the Hotel for that year under the approved Budget. The RDA is not obligated to pay to Hotel in any one year, more than Hotel's Tax Increment Grant attributable to the immediately preceding tax year.

c. During the term of this Agreement, Hotel and any successors in interest agree to pay, prior to delinquency, all real property and other ad valorem taxes and assessments assessed against any portion of the Site or Improvements thereon or any other property, including personal property, located within the Site. Hotel must remove, or must have removed, any levy or attachment made on the Project or any portion thereof, or must assure the satisfaction thereof within a reasonable time but in any event prior to a sale thereunder.

d. If the provisions of Utah law which govern the payment of Tax Increment to the RDA are changed or amended so as to reduce or eliminate the amount paid to the RDA under the approved Budget, the RDA's obligation to pay Hotel annually Hotel's Tax Increment Grant, as applicable, will be proportionately reduced or eliminated. Hotel specifically reserves and does not waive any right it may have to challenge the constitutionality of any law change(s) that would reduce or eliminate the payment of Tax Increment to the RDA at Hotel's sole cost. Hotel acknowledges, understands and agrees that the RDA is under no obligation to challenge the validity, enforceability or constitutionality of a change(s) in law that reduces or eliminates the payment of Tax Increment to the RDA, or to otherwise indemnify or reimburse Hotel for its actions to independently do so.

e. If a court of competent jurisdiction declares that the RDA cannot receive Tax Increment, invalidates the Project Area, or takes any other action which eliminates or reduces the amount of Tax Increment paid to the RDA, the RDA's obligation to annually pay Hotel, Hotel's Tax Increment Grant in accordance with this Agreement will be proportionately reduced or eliminated.

f. In the event a dispute arises as to the person or entity entitled to receipt of Tax Increment under this Agreement due to a claimed assignment or claimed successor in interest to the Tax Increment or otherwise, the RDA may withhold payment of Tax Increment Grant until the dispute is resolved either by agreement or by a court of competent jurisdiction. The RDA shall be entitled to deduct from its payment of Tax Increment any costs or expenses, including reasonable attorney's fees, incurred by the RDA due to the dispute.

g. To qualify to receive the Tax Increment Grant payments set forth herein, Hotel shall fulfill all of the obligations in this Agreement. Failure to fulfill any obligation shall be considered a material breach and termination of the Tax Increment Grant payments.

ARTICLE 4 - EVENTS OF DEFAULT; REMEDIES

1. The term "Event of Default" shall mean, failure by either party to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

2. Whenever any Event of Default occurs, the non-defaulting party may take any one or more of the following actions after provision of thirty (30) days' written notice by the non-defaulting party to the defaulting party of the Event of Default , but only if the Event of Default has not been cured within said thirty (30) days or if the Event of Default cannot be cured within thirty (30) days, the defaulting party does not provide assurances to the non-defaulting party reasonably satisfactory to the non-defaulting party that the Event of Default will be cured as soon as reasonably possible:

    a. Suspend its performance under the Agreement until the non-defaulting party receives assurances from the defaulting party, deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under the Agreement.

    b. Take whatever action, including legal or administrative action, which may appear necessary or desirable to the non-defaulting party to collect any payments due under this Agreement or to enforce performance and observance of any obligations, agreement, or covenant of the defaulting party under this Agreement.

3. No remedy herein conferred upon or reserved to either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. In the event any agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 - MISCELLANEOUS

1. Hotel represents and agrees for themselves and their successors and assigns that during the term of this Agreement Hotel will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, without the prior written consent of the RDA, which consent shall not be unreasonably withheld. The assignment or delegation of this Agreement without the prior written consent of the RDA is a material breach of this Agreement and relieves the RDA of any obligation to Hotel under this Agreement. As a condition of the RDA's approving an assignment of this Agreement by Hotel the RDA may, among other things, require the proposed assignee to execute an acknowledgement of its acceptance to perform all duties and obligations of Hotel under this Agreement.

2. In the absence of a specific written agreement by the City and RDA, no assignment or transfer of this Agreement, in whole or in part, or approval of this Agreement by the City and the RDA, relieves Hotel from any obligation under this Agreement. All of the terms, covenants, and conditions of this Agreement are and will remain binding upon and inure to the benefit of Hotel and their successors and assigns.

3. Notwithstanding anything in this Agreement to the contrary, any attempt by Hotel or their successors in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to

exempt any of the real or personal property within the Project Area from *ad valorem* property taxation without the prior written consent of the RDA constitutes a material breach of this Agreement and will entitle the RDA, in its sole discretion, to terminate this Agreement and cease further payments of Hotel's Tax Increment Grant under this Agreement to Hotel or their successors or assigns.

4. Neither party shall be considered in default under this Agreement if their performance is delayed by damage or destruction by fire or other casualty, condemnation, strike, lock-out, civil disorder, war, shortages or delays in delivery of equipment, materials or fuel, Acts of God or unusual weather conditions or other causes beyond such party's reasonable control, and the time for performance of obligations shall be extended by one day for every day of such delay.

5. All notices under this Agreement shall be in writing. Notices shall be deemed properly given if personally delivered or if sent by a nationally recognized "overnight" courier service such as UPS, to the addresses set forth below:

If to the City or RDA:

City of Morgan
Morgan City Redevelopment Agency
Attn: Ty Bailey, City Manager
90 West Young Street
PO Box 1085
Morgan, UT 84050

If to REVABA MORGAN LLC:

REVABA MORGAN LLC
Attn: Victor Soni
2177 West North Temple
Salt Lake City, UT 84116

Notices shall be deemed given on the date of delivery (if personally delivered) or (if delivered via "overnight" courier service) on the first business day after being given to the courier service with all charges prepaid.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Utah, without regard to the conflicts of provisions of Utah law.

7. This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous verbal understandings between the parties concerning the Project. This Agreement may be amended only by a written document executed by both parties hereto.

8. In the event that any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent that the remainder can be given effect without the unenforceable provision.

9. The City hereby represents and warrants that the City has undertaken all steps and procedures required by City Ordinance and State Law to enter into this Agreement, including the due and proper adoption of a Resolution specifically authorizing the City to enter into this Agreement. The City has followed, and will continue to follow, all necessary procedures and will take all such further actions as may be necessary under City Ordinances and State Law to fulfill its obligations under this Agreement.

10. Hotel represents and warrants that Hotel has full power and authority to enter into this Agreement, and that the person executing this Agreement on behalf of Hotel has been duly authorized to do so.

11. It is understood and agreed that this Agreement shall not create for either party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

12. All Exhibits to this Agreement are incorporated herein by this reference.

13. This Agreement is not intended and shall not be construed as to create a partnership, employment, joint venture or agency relationship between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

HOTEL:

REVABA MORGAN LLC

By: _____
Name: _____
Title: Managing Member

Date: _____

STATE OF _____)
: ss.
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this _____ day of _____, 2024, personally appeared _____, to me known to be the _____ of REVABA MORGAN LLC, who executed the foregoing Agreement, for and on behalf of REVABA MORGAN LLC, being duly authorized to do so.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

_____
NOTARY PUBLIC

CITY:

MORGAN CITY CORPORATION

By: _____
Name: Steve Gale
Title: Mayor

ATTEST:

_____
Denise Woods, City Recorder

RDA:

MORGAN CITY REDEVELOPMENT AGENCY

By: _____
Name: Steve Gale
Title: Chair

ATTEST:

_____
Denise Woods, Agency Secretary

APPROVED AS TO FORM:

_____
Gary R. Crane, City Attorney

EXHIBIT "A"

MAP AND LEGAL DESCRIPTION FOR PARCEL E

PARCEL E BOUNDARY DESCRIPTION – PART OF SERIAL NO. 05-402-01

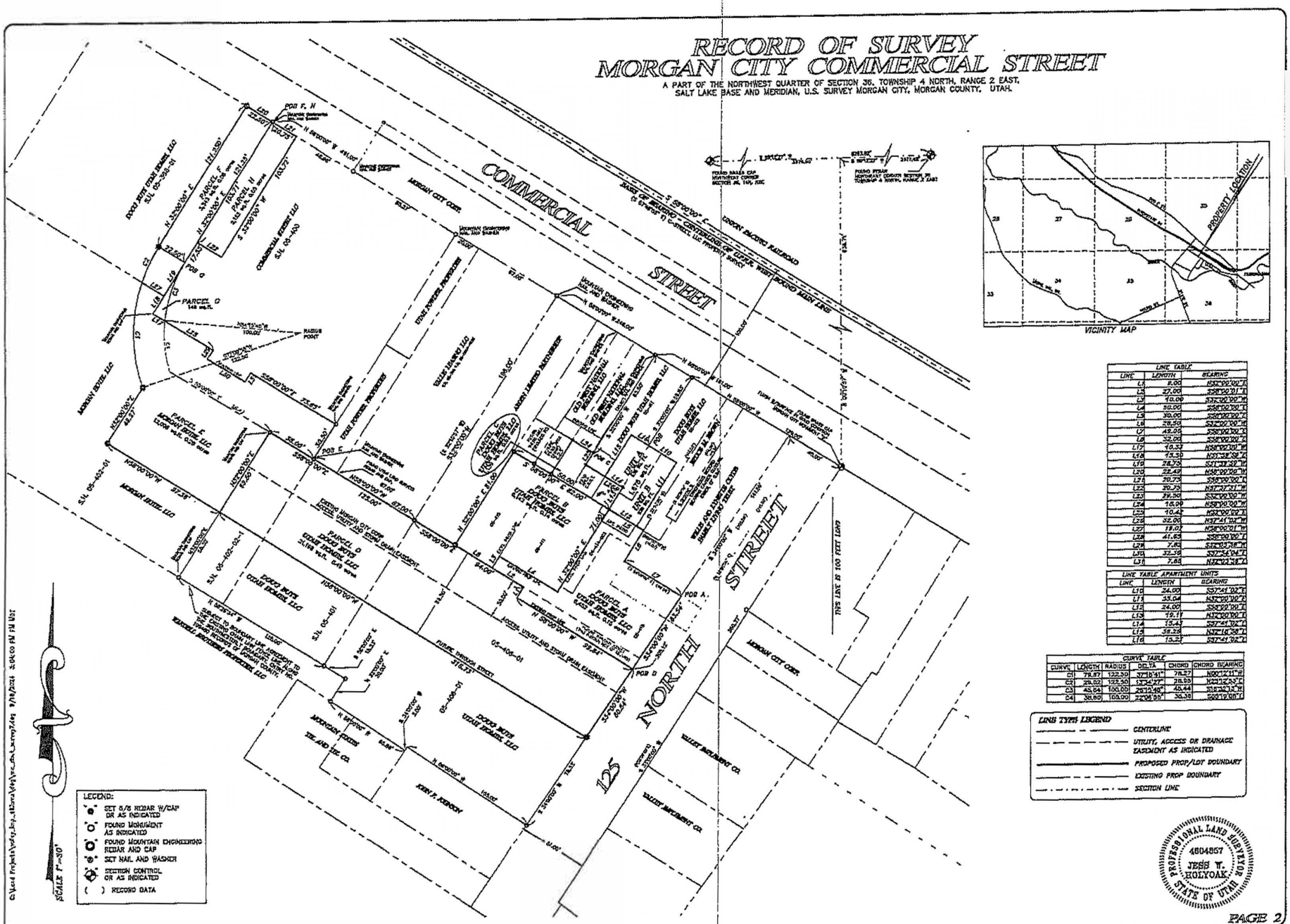
COMMENCING AT MONUMENT "B" MORGAN CITY SURVEY, WHICH BEARS NORTH 89°12'27" EAST 2676.00 AND SOUTH 00°10'57" EAST 636.71 FEET FROM THE NORTHWEST CORNER OF SECTION 36 AND BEING ALSO LOCATED 100 FEET DISTANT PERPENDICULAR FROM THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE WHICH BEARS SOUTH 58°00'00" EAST (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,
THENCE SOUTH 32°00'00" WEST 196.00 FEET;
THENCE NORTH 58°00'00" WEST 87.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°00'00" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°00'00" WEST 69.50 FEET;
THENCE NORTH 58°00'00" WEST 97.36 FEET;
THENCE NORTH 32°00'00" EAST 49.27 FEET;
THENCE 79.67 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 71°09'58" WEST 122.50 FEET
FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 37°15'42" AND A CHORD BEARING NORTH 00°12'11" WEST 78.27 FEET;
THENCE SOUTH 58°00'00" EAST 19.07 FEET;
THENCE SOUTH 32°00'00" WEST 15.50 FEET;
THENCE SOUTH 58°00'00" EAST 51.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°05'58" WEST 7.82 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°54'09" EAST 32.36 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°05'56" EAST 7.88 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 58°00'00" EAST 73.65 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°00'00" WEST 30.50 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 12,008 sq.ft. 0.28 acres

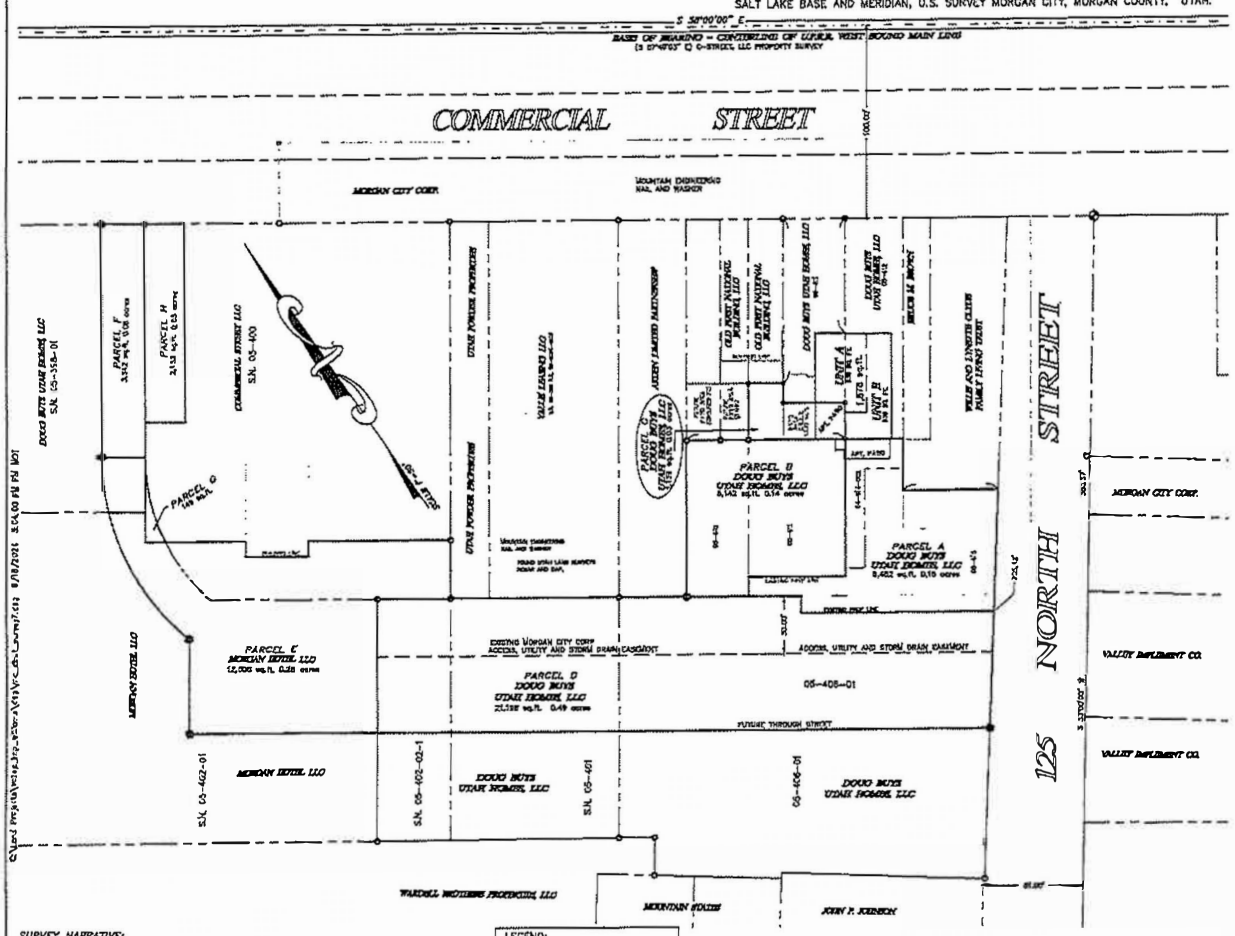
RECORD OF SURVEY
MORGAN CITY COMMERCIAL STREET

A PART OF 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.


COMMERCIAL STREET
MORGAN CITY CORP.
UNION PACIFIC RAILROAD
BASIS OF BEARING - CENTERLINE OF UPPER WEST BOUND MAIN LINE
S 89°20'00" E 5280.00'
PARCEL C
PARCEL D
PARCEL E
PARCEL F
PARCEL G
PARCEL H
PARCEL A
PARCEL B
POB A
POB B
POB C
POB D
POB E
POB F
POB G
POB H
MORGAN ESTATE LLC
DOCO MOTE UTAH HOMES, LLC
COMMERCIAL ESTATE LLC
MORGAN VALLEY MOTORSPORTS
UTAH POWER PROPERTIES
VALLEY LAUNDRY LLC
MORGAN VALLEY MOTORSPORTS
CED WEST NORTH PARCEL LLC
RIVER BEND TITLE TRUST
WELLS AND LOWELL ESTATE
MORGAN CITY CORP.
EXISTING MORGAN CITY CORP. STORM DRAIN EASEMENT
ACCESS, UTILITY AND STORM DRAIN EASEMENT
FUTURE THROUGH STREET
THIS LINE IS 100 FEET LONG
MORGAN VALLEY MOTORSPORTS
THE ANN ERIC CO.
JOHN P. JOHNSON
VALLEY IMPLEMENT CO.
S.N. 05-405-01
S.N. 05-405-02-1
S.N. 05-405
S.N. 05-406-01
S.N. 05-406-02
S.N. 05-406-03
S.N. 05-406-04
S.N. 05-406-05
S.N. 05-406-06
S.N. 05-406-07
S.N. 05-406-08
S.N. 05-406-09
S.N. 05-406-10
S.N. 05-406-11
S.N. 05-406-12
S.N. 05-406-13
S.N. 05-406-14
S.N. 05-406-15
S.N. 05-406-16
S.N. 05-406-17
S.N. 05-406-18
S.N. 05-406-19
S.N. 05-406-20
S.N.

RECORD OF SURVEY
MORGAN CITY COMMERCIAL STREET

A PART OF 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.



SURVEY NARRATIVE:

THIS SURVEY WAS PERFORMED AND PLAT PREPARED AT THE REQUEST OF DOUG BUYS UTAH HOMES, LLC, 828 VISTA DRIVE, OGDEN, UTAH 84403, AND MORGAN CITY CORPORATION, 90 WEST YOUNG STREET, MORGAN, UTAH 84050

THE PURPOSE OF THIS SURVEY AND PLAT THEREOF IS TO SURVEY AND DESCRIBE SEVERAL PARCELS OF LAND TO BE PURCHASED BY MORGAN CITY CORP. IN ORDER TO FACILITATE THE CONSTRUCTION OF ADDITIONAL PARKING AREAS, A THROUGH STREET FOR ACCESS AND OUTDOOR SEATING AREAS DEMED LOCAL RESTAURANTS.

ALL MONUMENTS FOUND OR SET ARE AS INDICATED HEREON.

THE BASIS OF BEARING IS THE CENTERLINE OF THE UNION PACIFIC RAILROAD WEST BOUND MAIN LINE CALLED SOUTH 38°00'00" EAST.

EASEMENTS MAY EXIST WHICH ARE NOT SHOWN ON THIS PLAT. IT IS NOT THE INTENT OF THIS SURVEY TO DISCLOSE ALL OR ANY EASEMENTS WHICH MAY ENCUMBER THE HEREIN SHOWN TRACT OF LAND.

ADJOINING PROPERTIES AND PERSPECTIVE DIMENSIONS ARE SHOWN FOR INFORMATION PURPOSES ONLY. NO CERTIFICATION IS HEREBY MADE AS TO THE ACCURACY OF SAID INFORMATION.

CERTIFICATE OF SURVEYOR

I, JESS W. HOLYOAK, A REGISTERED PROFESSIONAL LAND SURVEYOR, HOLDING CERTIFICATE NO. 4854857, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYOR'S LICENSING ACT, AND BY AUTHORITY OF THE OWNERS, HAVE COMPLETED A SURVEY OF THE TRACT OF LAND DESCRIBED HEREON, IN ACCORDANCE WITH SECTION 17-23-17, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS ON THE GROUND AS REPRESENTED ON THIS PLAT.

SIGNED THIS _____ DAY OF _____

JESS W. HOLYOAK, P.L.S.
UTAH LAND SURVEYOR REGISTRATION NO. 4854857

LEGEND:

- SET 5/8 REBAR W/CAP OR AS INDICATED
- FOUND MONUMENT AS INDICATED
- FOUND MOUNTAIN ENGINEERING REBAR AND CAP
- SET NAIL AND WASHER
- SECTION CONTROL OR AS INDICATED
- ( ) RECORD DATA

LINE TYPE LEGEND

- CENTERLINE
- UTILITY, ACCESS OR DRAINAGE EASEMENT AS INDICATED
- PROPOSED PROP/LOT BOUNDARY
- EXISTING PROP BOUNDARY
- SECTION LINE

BOUNDARY DESCRIPTION PARCEL ALL OF S.N. 04-414-002 AND 05-413

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°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 38°00'00" WEST 145.59 FEET ALONG THE NORTHWESTERLY LINE OF 125 NORTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38°00'00" WEST 63.54 FEET ALONG SAID NORTHWESTERLY LINE;
THENCE NORTH 52°00'00" WEST 99.84 FEET;
THENCE NORTH 32°00'00" EAST 5.00 FEET;
THENCE NORTH 58°00'00" WEST 32.00 FEET;
THENCE NORTH 32°00'00" EAST 15.00 FEET;
THENCE SOUTH 58°00'00" EAST 30.00 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 25.80 FEET;
THENCE SOUTH 58°00'00" EAST 45.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 9,432 sq.ft. 0.13 acres.

BOUNDARY DESCRIPTION PARCEL B ALL OF S.N. 05-410 AND PART OF 05-411

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°00'00" WEST 125.00 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 38°00'00" WEST 118.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°00'00" WEST 71.00 FEET;
THENCE NORTH 58°00'00" WEST 90.00 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 92.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 9,142 sq.ft. 0.14 acres.

BOUNDARY DESCRIPTION PARCEL C PART OF S.N. 05-411

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°00'00" WEST 181.00 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 38°00'00" WEST 98.50 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 32°00'00" WEST 10.42 FEET;
THENCE SOUTH 87°41'02" EAST 38.00 FEET;
THENCE SOUTH 32°00'00" WEST 18.91 FEET;
THENCE NORTH 58°00'00" WEST 90.00 FEET;
THENCE NORTH 32°00'00" EAST 29.30 FEET;
THENCE SOUTH 38°00'00" EAST 58.00 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1,139 sq.ft. 0.03 acres.

BOUNDARY DESCRIPTION PARCEL D PART OF S.N. 05-406-01, 05-401 AND 05-402-02-1

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°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 38°00'00" WEST 203.12 FEET ALONG THE NORTHWESTERLY LINE OF 125 NORTH STREET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 38°00'00" WEST 60.84 FEET;
THENCE NORTH 00°00'00" WEST 216.73 FEET;
THENCE NORTH 32°00'00" EAST 85.50 FEET;
THENCE SOUTH 58°00'00" EAST 219.00 FEET;
THENCE SOUTH 32°00'00" WEST 6.00 FEET;
THENCE SOUTH 58°00'00" EAST 89.94 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 21,182 sq.ft. 0.49 acres.

BOUNDARY DESCRIPTION PARCEL C PART OF S.N. 05-402-01

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 58°00'00" WEST 348.00 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 195.00 FEET;
THENCE NORTH 58°00'00" WEST 57.00 FEET TO A REBAR AND CAP, THE TRUE POINT OF BEGINNING;

THENCE NORTH 58°00'00" WEST 38.00 FEET TO A REBAR AND CAP;
THENCE SOUTH 32°00'00" WEST 89.50 FEET;
THENCE NORTH 58°00'00" WEST 97.50 FEET;
THENCE NORTH 32°00'00" EAST 49.27 FEET;
THENCE 78.67 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, THE BEGINNING OF WHICH BEARS SOUTH 71°04'06" WEST 122.80 FEET FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 37°18'42" AND A CHORD BEARING NORTH 00°42'31" WEST 78.27 FEET;
THENCE SOUTH 58°00'00" EAST 16.27 FEET;
THENCE SOUTH 32°00'00" EAST 13.85 FEET;
THENCE SOUTH 58°00'00" EAST 81.99 FEET TO AN EXISTING BUILDING AS DESCRIBED IN BK. 203 PG. 1015 OF MORGAN COUNTY RECORDS;
THENCE SOUTH 32°00'26" WEST 7.62 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 57°54'06" EAST 33.30 FEET ALONG SAID EXISTING BUILDING;
THENCE NORTH 32°00'26" EAST 7.66 FEET ALONG SAID EXISTING BUILDING;
THENCE SOUTH 58°00'00" EAST 73.89 FEET TO A NAIL AND WASHER;
THENCE SOUTH 32°00'00" WEST 30.50 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 12,000 sq.ft. 0.28 acres.

BOUNDARY DESCRIPTION PARCEL F PART OF S.N. 05-358-01

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°00'00" WEST 491.00 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°28'48" WEST 123.50 FEET FROM THE RADIUS POINT OF SAID CURVE, HAVING A DELTA ANGLE OF 13°34'22" AND A CHORD BEARING NORTH 23°12'23" EAST 28.89 FEET;
THENCE NORTH 32°00'00" EAST 121.25 FEET TO THE SOUTHWESTERLY LINE OF COMMERCIAL STREET;
THENCE SOUTH 58°00'00" EAST 50.00 FEET ALONG SAID SOUTHWESTERLY LINE TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 3,342 sq.ft. 0.08 acres.

BOUNDARY DESCRIPTION PARCEL H PART OF S.N. 05-400

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 52°00'00" WEST 491.00 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 38°00'00" EAST 20.79 FEET ALONG SAID SOUTHWESTERLY LINE OF COMMERCIAL STREET;
THENCE SOUTH 32°00'00" WEST 103.71 FEET;
THENCE NORTH 58°00'00" WEST 20.79 FEET;
THENCE NORTH 32°00'00" EAST 103.71 FEET TO THE SOUTHWESTERLY LINE OF COMMERCIAL STREET AND THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 2,152 sq.ft. 0.05 acres.

BOUNDARY DESCRIPTION PARCEL G PART OF S.N. 05-400

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°13'27" EAST 2578.00 AND SOUTH 00°10'33" EAST 836.71 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 38°00'00" EAST (BASIS OF BEARINGS);
THENCE NORTH 38°00'00" WEST 491.00 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 46.84 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET AND A CHORD BEARING SOUTH 18°52'13" WEST 43.44 FEET;
THENCE NORTH 58°00'00" WEST 10.33 FEET;
THENCE NORTH 32°00'00" EAST 13.80 FEET;
THENCE NORTH 32°00'00" EAST 29.75 FEET TO THE POINT OF BEGINNING;
THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 149 sq.ft.

MOUNTAIN ENGINEERING
P. O. BOX 309
MORGAN, UTAH 84050
TEL (801) 876-3979 FAX 876-3979

DATE	BY	REVISIONS
08-1-21	KH	REVISED PARCEL E
08-11-21	KH	ADDED PARCEL G
09-16-21	KH	PER REVISED FOR CITY OWNER

SURVEYED BY: KH
DRAWN BY: KH
CHK'D:
DATE: 8/18/2021

RECORD OF SURVEY

SCALE: 1" = 50'
SHEET 1 OF 2
FIELD BOOK: SURVEY

JOB NO. 21-21