MORGAN CITY
EST. 1868

City Council Meeting

6-9-26

7:00 p.m.

DRAFT

MINUTES OF MORGAN CITY COUNCIL WORK MEETING	**May 12, 2026; 6:00 P.M.**
MAYOR AND COUNCIL MEMBERS PRESENT:	**Mayor Steve Gale, Tony London, Laurann McGuire, Dave Alexander and Jeff Wardell**
STAFF PRESENT:	**Ty Bailey, City Manager; Gary Crane, City Attorney; Janet Pace, City Recorder**
EXCUSED:	**Jeffery Richins**
OTHERS PRESENT:	**Lance Prescott**

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 – https://www.morganutah.gov/meetings

This meeting was called to order by Mayor Steve Gale.

Lance Prescott – Sidewalk Replacement Policy

Lance explained that the City's insurance trust had recently asked for documentation of Morgan City's sidewalk replacement and maintenance program, including how the City tracks sidewalk conditions, schedules inspections, prioritizes repairs, and keeps records of complaints and work orders. He said the City had already been working on a sidewalk management system with Jones & Associates and had adapted the trust's sample program to fit the system already being developed. Lance described how the City has mapped sidewalk segments in its GIS system, categorized defects such as trip hazards, cracking, and ADA concerns, and created an inspection schedule that varies by area, with school zones inspected annually and residential areas every other year.

Lance said the GIS program now allows staff to document specific problem locations, attach photographs, track repair status, and identify which areas are due for reinspection. He noted that the City had just begun its first sidewalk repair project and is making progress on the most urgent problem areas, while recognizing that the work will need to continue over time. He added that the trust had reviewed the City's program and was very pleased with the level of detail and documentation already in place. Lance said the purpose of the program is not to achieve perfection immediately, but to show that the City has a consistent, organized system for identifying and addressing sidewalk issues.

The discussion also included the City's street sign program, which Lance said is being tracked in a similar way. He explained that the City is replacing signs in phases and using installation dates and comparison signs to monitor reflectivity and determine when replacements are needed. Dave asked whether adopting the programs would change how the City is already operating, and Lance said the City is largely doing the same work it has already been moving toward, but now in a more documented and trackable way.

Maintenance Update – Lance Prescott

Lance gave an update on the City's street maintenance work and explained that paving and walking path work in the Red Rock area had been rescheduled slightly, with the walking path work occurring sooner than expected and paving in the subdivision to follow shortly after. He said this would allow the City to complete a significant portion of its street maintenance work for the year, with chip seal work still planned for mid-July when temperatures are warmer.

Lance also discussed the recent slurry seal and restriping of the park parking lot. He explained that the parking lot has long had drainage problems and that the slurry seal was intended as a temporary improvement until a more complete reconstruction can be done in the future. He said he made the decision to change the parking layout by removing the middle row of stalls and shifting parking to the edges, which added six spaces and created a safer arrangement for families unloading children and equipment.

Gary explained that sidewalks are an area of strict liability for cities, meaning the City can be held responsible for injuries even when it is trying to address the problem. He said that by maintaining good records and following a documented inspection and repair plan, Morgan City can better protect itself and reduce the damages it may have to pay if a claim arises.

This meeting was adjourned at 6:35 p.m.

______________________________ ______________________________

Janet Pace, City Recorder Steve Gale, Mayor

These minutes were approved at the ___________ 2026 meeting.

Draft

MINUTES OF MORGAN CITY COUNCIL MEETING	**May 12, 2026; 7:00 P.M.**
MAYOR AND COUNCIL MEMBERS and PRESENT:	**Mayor Steve Gale, Tony London, Laurann, McGuire Jeff Wardell, David Alexander**
STAFF PRESENT IN-PERSON:	**Ty Bailey, City Manager; Gary Crane, City Attorney; and Janet Pace, City Recorder**
EXCUSED:	**Jeffery Richins**
OTHERS PRESENT:	**Scott Jensen, Natalie Weeks, Hadley Weeks, Jane Cantwell, Skyler Crowther, Mason Williams, Chary Jensen and Lance Prescott**

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 – morganutah.gov

This meeting was called to order by Mayor Steve Gale

The pledge of allegiance was led by Council Member Jeff Wardell

The opening ceremony was presented by Council Member Laurann McGuire

APPROVAL OF MEETING AGENDA

MOTION: Council Member Tony London moved to approve the agenda.

SECOND: Council Member Jeff Wardell

Vote was 4 ayes; Motion passed unanimously to approve the agenda; council member Jeffery Richins was absent.

MINUTES AND WARRANTS

MOTION: Council Member Tony London moved to approve the following:
Minutes of the City Council Meeting – April 14, 2026, and the Warrants from April 11, 2026 to May 8, 2026

SECOND: Council Member Dave Alexander

Vote was 4 ayes; Motion passed unanimously to approve the agenda; council member Jeffery Richins was absent. Mayor Steve Gale made a change in the order in the Action Agenda.

VERBAL PRESENTATION

Results of the Naming of the Alleyway – Jake Young

Jake gave a verbal presentation on naming the new alleyway plaza and explained that the project had reached the point where the City needed to select an official name for the new public gathering space. He reviewed the process used to gather input, including brainstorming by the Planning Commission, feedback from the Council and historic committee, and a public survey that received 110 responses. Jake said the survey results showed **Front Street Plaza** as the top choice, followed by **Commercial Street Plaza**, with the remaining options ranking noticeably lower. He noted that the survey was intended to provide guidance, but that the final decision would rest with the Council.

Council discussion focused mainly on whether naming the plaza **Front Street Plaza** would be confusing if the street itself remains officially named Commercial Street. Tony asked whether it would make sense to change Commercial Street back to Front Street if that name were selected for the plaza. Jake explained that renaming the street could be done, but it would involve some work with the post office, businesses, residents, and signage. Dave and Laurann both discussed the historical connection to the name Front Street, with Laurann noting that she remembered it by that name growing up. Gary later added that Front Street was historically the name used for the road in front of the railroad tracks and that it eventually evolved into Commercial Street as the downtown business area developed.

The Council generally expressed support for the name **Front Street Plaza**, while also recognizing that changing the actual street name might be a separate issue for another time. Jake suggested that staff could research the process further if the Council wanted to explore a future street rename, including input from the post office and affected businesses. Dave noted that the survey results carried significant weight with him, and Tony agreed that the public response favored Front Street Plaza. By the end of the discussion, the Council gave positive directions to move forward with a resolution at the next meeting naming the plaza **Front Street Plaza**, with the intention of announcing the name at the upcoming ribbon cutting and Front Street Festival.

Morgan High School Flag Fundraiser - Morgan High School Cheerleaders

Members of the Morgan High School cheerleading team addressed the Council regarding their annual flag fundraiser. They explained that the fundraiser would provide a service to the City by placing flags for several holidays, including Memorial Day, Flag Day, Independence Day, Pioneer Day, Labor Day, Veterans Day, and Election Day. They noted that the City had purchased 10 flags in the past and asked whether the City would like to participate again and, if so, how many flags it would like to purchase.

During discussion, Tony said he was comfortable continuing the same level of participation the City had used previously. Dave agreed and noted that the expense had already been budgeted. The Mayor also expressed support for continuing the program, adding that the only real question was whether the City wanted to increase the number of flags or locations. Dave commented that he liked the distribution of flags the cheerleaders had proposed.

DISCUSSION ITEMS

Budget Officer Intends to State the Tentative Budget Includes a Property Tax Increase – Ty Bailey
Ty explained that a new state requirement now requires the budget officer to give public notice on the agenda whenever a tentative budget includes a possible property tax increase. He said the tentative budget currently includes an additional $20,000 in property tax revenue, but he anticipates that amount may be covered by new growth once the certified tax rate is issued. If that happens, it would not actually result in a tax increase. Ty noted, however, that the challenge is timing, because the City does not receive the certified tax rate until June 6, while the deadline to begin the truth-in-taxation process is June 1. He said that makes it difficult to know in advance whether a truth-in-taxation hearing will actually be necessary.

Tony clarified that if the certified tax rate comes in high enough to cover the additional $20,000, then the City would not need to proceed with truth in taxation. Ty agreed and explained that if the certified rate comes in lower than expected, the City would either need to reduce the budget to match that rate or move forward with the truth-in-taxation process. He added that the $20,000 figure was intentionally kept low because he was estimating that new growth would likely absorb it and did not want to propose a larger increase in the tentative budget. Dave noted that $20,000 would be only a small contribution toward capital projects, and Ty acknowledged that while larger needs may exist, he was trying to take the most conservative approach possible at this stage.

The Council also discussed the additional notice requirements now imposed by the state. Ty explained that the City must not only identify the possible increase, but also show the projected percentage increase and the estimated effect on an individual property tax bill. He said this item was intended to satisfy that notice requirement and make the public aware early in the budget process. Ty also commented that although many proposed tax-related bills did not pass this legislative session, this particular requirement did.

Tony then asked about the history of the City's mill levy and why it has declined over time. Gary explained that the certified tax rate is driven largely by property values, while new growth is treated separately. He said the State Tax Commission uses a complicated formula based on prior year revenue and the adjusted current tax base, and that although cities can see parts of the formula, it is still difficult to fully explain. Ty agreed and said that even with access to the calculation details, there are still parts of the process that feel unclear. Dave noted that the system is designed to keep revenue generally neutral, so if property values rise, the mill levy falls, and if values fall, the mill levy can rise.

Laurann asked whether this was mostly an administrative requirement, and Ty said that it was. He explained that the City still has authority to adopt its own budget, but if it wants to collect more than the certified tax rate allows, it must go through truth in taxation. He also noted that some proposed legislation had gone even further and would have shifted more of that process away from the Council, but those proposals did not pass. Ty added that the City's share of a total property tax bill is relatively small, roughly 15 percent.

PUBLIC HEARING

ADOPTION OF A TENTATIVE BUDGET FOR MORGAN CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

MOTION: Council Member Dave Alexander moved to open the public hearing to hear public comments regarding a Resolution to Adopt a Tentative Budget for Morgan City for the Fiscal Year Beginning July 1, 2026, and Ending June 30, 2027

SECOND: Council Member Jeff Wardell

Vote: Unanimous

Public Comments:

Scott Jensen commented that North Morgan will likely need a park as the area continues to grow. He noted that with many new families moving into townhomes with limited yard space, additional park space would be beneficial for children and families. He offered the suggestion for the Council's consideration.

MOTION: Council Member London moved to close the public hearing.

SECOND: Council Member Dave Alexander

Discussion on the Motion: None

Vote was unanimous

ACTIVE AGENDA

A RESOLUTION ADOPTING A SIGN MANAGEMENT, MAINTENANCE & INSPECTION PROGRAM (SMMIP-SIGNS) - RESOLUTION 26-20

This item was discussed thoroughly during the work session prior to this meeting.

MOTION: Council Member Tony London moved to adopt a Resolution adopting a Sign Management & Inspection Program (SMMIP-Signs) – Resolution 26-20

SECOND: Council Member Jeff Wardell

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – absent
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 4 ayes; Motion passed unanimously to adopt a resolution adopting the sign management, maintenance & inspection Program (SMMIP-Signs). Resolution 26-20; Council member Jeffery Richins was absent.

A RESOLUTION ADOPTING A SIDEWALK REPLACEMENT POLICY FOR MORGAN CITY, UTAH – RESOLUTION 26-21

This item was discussed thoroughly during the work session prior to this meeting.

MOTION: Council Member Tony London moved to adopt a resolution adopting a Sidewalk Replacement Policy for Morgan City, Utah – Resolution 26-21

SECOND: Council Member Jeff Wardell

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – absent
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 4 ayes; Motion passed unanimously to adopt a resolution adopting a sidewalk replacement policy for Morgan City, Utah – Resolution 26-21; Council member Jeffery Richins was absent.

A RESOLUTION ADOPTING A TENTATIVE BUDGET FOR MORGAN CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30 2027 AND SETTING A DATE FOR A PUBLIC HEARING TO ADOPT FINAL BUDGET – RESOLUTION 26-19

Tony asked several questions about items in the tentative budget, beginning with the Municipal Energy Tax. Ty explained that the MET revenue estimate had been reduced because the City now has actual collection data showing it will generate only about half of what was originally anticipated. He noted that the City chose not to pursue a property tax increase last year because the MET was expected to offset that need, but the revenue has not come in at the level first projected.

Ty also explained several other budget line items. He said the increase in miscellaneous revenue reflects an anticipated storm drain reimbursement related to additional capacity installed as part of the plaza project. He clarified that the increase in park improvement and engineering costs is tied to the fishpond park project, including design work and project construction. Ty noted that the City was awarded $717,000 from the Outdoor Recreation Grant rather than the full $1 million requested, which means the City will need to cover a larger share of the project cost or seek additional funding through another grant application in the fall. He said he was inclined to accept the grant award rather than delay the project and risk losing future funding opportunities.

The Council also discussed other capital items in the budget. Ty explained that the cemetery capital outlay includes a proposed building at the South Cemetery for equipment storage, office space, and related uses, although that project may or may not move forward. He said road-related LOST and county option sales tax funds are being budgeted for future street projects, including possible work on Commercial Street, and noted that some of those projects would depend on outside grant funding. Ty also reviewed major items in the electric fund, including reduced projected revenue due to a small rate adjustment, the expected reimbursement from the State Street project, and equipment purchases such as a digger derrick truck, a recloser for the Mahogany Ridge substation, and a wire puller for subdivision work.

Throughout the discussion, Ty emphasized that several of the larger project amounts are included in the budget so the City is prepared if funding is awarded or projects move forward, but that not all of those expenditures will necessarily occur if the related grants or plans do not materialize.

MOTION: Council Member David Alexander moved to adopt a resolution adopting a tentative budget for Morgan City for the Fiscal year beginning July 1, 2026 and ending June 30, 2027 and setting a date for a public hearing to adopt final budget – Resolution 26-19

SECOND: Council Member Jeffery Wardell

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – absent
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 4 ayes; Motion passed unanimously to adopt Resolution 26-19 – A resolution adopting a tentative budget for Morgan City for the fiscal year beginning July 1, 2026 and ending June 30, 2027, and setting a date for a public hearing to adopt final budget – 26-19; Council member Jeffery Richins was absent.

AN ORDINANCE AMENDING TITLE 3, CHAPTER 06 SOLICITATION LICENSE, OF THE MORGAN CITY CODE EXTENDING APPLICABILITY OF THE CHAPTER TO EMPLOYERS AND CONTRACTORS- ORDINANCE 26-07

Ty explained that the ordinance amendment was prompted by a recent incident involving a solicitor who misrepresented himself as being from Morgan City Power while promoting a solar project. Ty said the individual was later located, cited for soliciting without a license, and escorted out, but the City had no clear way to hold the company itself responsible for the solicitor's actions. He said the proposed code change was intended to address that issue by making the employer or company accountable when a solicitor is acting on its behalf.

Gary clarified that the purpose of the ordinance was to make the employer responsible to the same extent as the solicitor. He also noted a drafting correction in the ordinance, explaining that the word "employer" needed to be removed from one section so the language would read properly. In response to a question from the Mayor, Gary said the City would still need to verify that the solicitor was actually representing or contracted with the company before holding the company liable.

Dave noted that part of that verification would come through the solicitor application process, since applicants are required to provide employer information. Ty added that solicitors are supposed to obtain a permit from the City and display identification while soliciting. Dave recalled that the ordinance requires visible identification, and Ty confirmed that solicitors are expected to show that permit when going door to door.

MOTION: Council Member Jeff Wardell moved to adopt an ordinance amending title 3, chapter 06 solicitation license, or the Morgan City code extending applicability of the chapter to employers and contractors – Ordinance 26-07; And with the added section 3.06.035, scratching the word "employer."

SECOND: Council Member Tony London

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – absent
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 4 ayes; Motion passed unanimously to adopt an ordinance amending title 3, chapter 06 solicitation license, or the Morgan City code extending applicability of the chapter to employers and contractors – Ordinance 26-07; And with the added section 3.06.035, scratching the word "employer."
Council member Jeffery Richins was absent.

A RESOLUTION APPROVING A SUBDIVISION BOND AGREEMENT FOR IMPROVEMENT AND A WARRANTY BETWEEN MORGAN CITY AND ADAMS CONSTRUCTION SERVICES INC. – RESOLUTION 26-22

Ty explained that the item involved a minor subdivision and the required bonding for storm drain improvements. He said the bond amount was based on the engineer's estimate for installing the storm drain and would allow the City to complete the work if the developer failed to do so. Ty noted that once the storm drain is installed and accepted, the bond would be released back to the developer.

During discussion, Dave asked whether the City ever holds cash directly instead of using an outside bank or title company. Gary said that while the City can do that, it is more difficult to track and manage internally, especially over multiple years and projects. He also explained that cities rely on these bonds because, unlike private parties, they do not have the same ability to file liens for unpaid improvement work. Gary said the bond process helps protect the City both during construction and afterward, since the City also retains a warranty portion for a period of time in case improvements fail.

The Mayor asked whether the cost estimate for the bond comes from the City's engineer or the developer's engineer. Gary explained that the developer's engineer prepares the estimate, and the City's engineer reviews and approves it before it is attached to the bond. Tony confirmed that understanding, and Gary noted that this is standard practice. Dave also commented that the escrow form in the packet appeared to be a poor copy and asked staff to check whether a cleaner version was available.

MOTION: Council Member David Alexander moved to approve a resolution approving a subdivision bond agreement for improvement and warranty between Morgan City and Adams Construction Services Inc. – Resolution 26-22

SECOND: Council Member Jeff Wardell

Discussion on the Motion: None

ROLL CALL VOTE: Dave Alexander – aye
Jeffery Richins – absent
Jeff Wardell – aye
Tony London – aye
Laurann McGuire – aye

Vote was 4 ayes; Motion passed unanimously to approve a resolution approving a subdivision bond agreement for improvement and warranty between Morgan City and Adams Construction Services Inc. – Resolution 26-22; Council member Jeffery Richins was absent.

City Manager Updates

Interviews for Treasurer

Ty explained that the item had been placed on the agenda primarily to update the Council on the treasurer interviews. He noted that a candidate had already been selected and that the Council had been notified. Ty also followed up on a question from Dave regarding a refund listed on the warrants, explaining that it involved a building permit and impact fees for a home that was never constructed, so the fees were refunded after the permit was withdrawn.

Ty also reminded the Council about Laurie's upcoming retirement and the luncheon planned in her honor. He said the new treasurer has city finance experience, having worked for Ogden City and currently for North Ogden City, and that her background in municipal finance stood out during the interview process. Ty explained that because the treasurer is appointed by the Mayor with the advice and consent of the Council, the new treasurer would be presented to the Council at the next meeting for formal appointment. He added that she is scheduled to begin work on June 2, with Laurie's final day set for June 16.

This meeting was adjourned at 8:30 p.m.

Janet Pace, City Recorder

Steve Gale, Mayor

These minutes were approved ____________, 2026 meeting.

RESOLUTION 26-23
A RESOLUTION ADOPTING THE NAME OF THE NEW MORGAN CITY PLAZA

WHEREAS, Morgan City is nearing completion of a new public plaza and gathering place located on Commercial Street within Morgan City; and

WHEREAS, the Mayor and City Council, together with the Planning Commission, City staff, and the citizens of Morgan City, have considered various suggestions and recommendations regarding an appropriate name for the plaza; and

WHEREAS, the City has considered the location, history, intended use, and community input associated with the plaza in selecting a name that reflects the character and heritage of Morgan City; and

WHEREAS, the Mayor and City Council desire to officially adopt a name for the plaza as a place for public gathering, celebration, entertainment, and community events;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Morgan City, Utah, as follows:

1. The new public plaza located on Commercial Street shall be officially named **Front Street Plaza.**
2. City staff is hereby directed to take all actions reasonably necessary to identify and designate the plaza by this name, including signage, maps, publications, and other official references.

ADOPTED AND APPROVED by the City Council of Morgan City, Utah, this ___ day of __________, 2026.

____

STEVE GALE, Mayor

ATTEST:

____

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

	Aye	Nay	Excused
Councilmember London	___	___	___
Councilmember Wardell	___	___	___
Councilmember McGuire	___	___	___
Councilmember Richins	___	___	___
Councilmember Alexander	___	___	___

(In the event of a tie vote of the Council):
Mayor Gale ___ ___

RESOLUTION 26-24

A RESOLUTION ADOPTING AND APPROVING AN IMPROVEMENT LIEN AGREEMENT BETWEEN MORGAN CITY AND DOUG BUYS UTAH HOMES FOR PROPERTY B, MORGAN COUNTY PARCEL NO. 00-0094-0312 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City has installed improvements that will accommodate the need for certain project improvements that will benefit a certain development rather than the City as a whole. Those improvements were installed at the expense of the City and by agreement with the owner of the properties (hereafter "Property Owner") that would be specifically benefitted by their installation with the understanding that at the time of application for any development approval on the property, the cost of those improvements would be reimbursed back to the City; and

WHEREAS, The City and the Property Owner have agreed to enter into a Lien Agreement (hereafter "Lien Agreement") to memorialize this obligation and to give future owners of the property, recorded notice of the lien that will be attached to the title to the property; and

WHEREAS, the City Engineer has calculated the proportional share of the improvements consisting of Sanitary Sewer and Storm Drain improvements and the City and the Property Owner agree that these are the costs that are attributable to the subject property for development to occur on the property.

WHEREAS, the City and the property owner agree that the Lien Agreement shall be recorded as a lien on the property identified in the Lien Agreement and recorded with the Morgan County Recorder after execution by the parties; and

WHEREAS, the City Council of Morgan City finds it to be in the best interests of the City and its citizens to seek reimbursement for the project improvements that will benefit property owner's property when it is developed.

NOW THEREFORE, be it resolved by the City Council of Morgan City as follows:

1. That the Agreement entitled IMPROVEMENT LIEN AGREEMENT between Morgan City and Doug Buys Utah Homes for Property B, Morgan County Parcel No. 00-0094-0312, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement.

ADOPTED AND APPROVED by the City Council of Morgan, Utah, this day of____, 2026.

____

STEVE GALE, Mayor

ATTEST:

____

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

Aye Nay Excused
Councilmember London ___ ___ ___
Councilmember Wardell ___ ___ ___
Councilmember McGuire ___ ___ ___
Councilmember Richins ___ ___ ___
Councilmember Alexander ___ ___ ___

(In the event of a tie vote of the Council):
Mayor Gale ___ ___

RETURN TO:
Morgan City Recorder
90 W. Young Street
Morgan City, Utah 84041

IMPROVEMENT LIEN AGREEMENT
(Morgan County Parcel No. 00-0094-0312)

This Improvement Lien Agreement (hereafter "this Agreement") is hereby entered into by and between **Morgan City Corporation** ("City") and **Doug Buys Utah Homes** ("Applicant"). The parcel of real property that is the subject of this Agreement is situated in Morgan City, Morgan County, State of Utah, identified as **Parcel 00-0094-0312,** as "Property B," located at approximately 195 N. Commercial Street in Morgan City ("the Property"). A more particular description of the Property, its location and parcel number is attached to this Agreement as "Property B" on Exhibit A and incorporated herein by this reference.

WHEREAS, Applicant is required to apply for a permit (or permits) for the development of any new structure or improvements related to any new development of or on the Property (Development Approval).

WHEREAS, as a condition of Development Approval, the Applicant is required to provide Sanitary Sewer and Storm Drain Improvements sufficient to meet the City's standards and specifications, including but not limited to the following:

(1) Those improvements identified on the attached spread sheet as Exhibit B which is attached hereto and incorporated herein by this reference;
(2) The total amount of this lien for Property B, shall be One Hundred and Five Thousand Six Hundred and Twenty Six Dollars and Thirty ($105,626.30) for Improvements for Future Development;

WHEREAS, Applicants desires to postpone participation in the their proportional share of the improvements as identified above, until the applicant applies for a permit from the City for Development Approval on the Property, at which time the applicant will pay to the City, Applicant's proportional share of the cost of the improvements installed by the City as provided in this Agreement.

THEREFORE, the parties agree as follows:

1. AGREEMENT FOR POSTPONED PARTICIPATION IN THE COST OF IMPROVEMENTS: The parties agree that Applicants may postpone the payment to the City for their proportional share of the costs of Sanitary Sewer and Storm Drain Improvements installed by the City, identified above and more particularly described

in paragraph 3. below.

2. CONSIDERATION. The parties agree that there is fair and adequate consideration underlying the terms of this agreement.

3. DESCRIPTION OF SANITARY SEWER AND STORM DRAIN IMPROVEMENTS AND POSTPONED PARTICIPATION: The City has made the following Sanitary Sewer and Storm Drain Improvements that will directly benefit the Applicant and will be required of the applicant as project improvements when the Applicant files for a permit from the City for any Development Approval of or on the Property described as **Parcel 00-0094-0312** in Exhibit A of this agreement identified as Property B. The required Sanitary Sewer and Storm Drain Improvements made by the City and the amount of the postponed participation by the applicant are identified in Exhibit B, Postponed Payment Amount Property B, which is attached hereto and incorporated herein by this reference.

4. LIEN AND PAYMENT: The Applicant hereby agrees to the following terms and conditions:

- The Applicant agrees to pay to the City, upon an application for Development Approval of or on the Property, an amount of One Hundred and Five Thousand Six Hundred and Twenty Six Dollars and Thirty ($105,626.30) (Postponed Payment) due and payable at the time of application.
- The Applicant hereby agrees that the City shall have a lien upon the Property identified as the Property B on (Exhibit B which is attached hereto and incorporated herein by this reference) duly recorded with the Morgan County Recorder, in the amount of the Postponed Payment indicated above.

5. LIEN TO BE RECORDED: It is agreed that this Agreement shall be placed of record in the office of the Morgan County Recorder, and shall constitute a lien against Applicants' property described herein. Upon satisfactory payment of the Postponement Payment, the lien shall be discharged by City. Applicants shall pay all expenses of recording and discharging the lien.

6. SUCCESSORS & ENFORCEMENT: This Agreement shall be binding on the parties hereto, their successors and assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee and applicable court costs.

7. INTENT: City ordinances currently in effect require that an Applicant install the necessary Sanitary Sewer and Storm Drain Improvements for any Development Approval on or for the Property. The City has installed, in advance of Applicant's development of the Property, the Sanitary Sewer and Storm Drain Improvements required for the development of the Property. Through this agreement, Applicant shall be allowed to use the improvements installed by the City that directly benefit the Property as project improvements, but postpone payment for the Sanitary Sewer and Storm Drain Improvements until the time of application for Development Approval. Applicants and City agree that all language herein should be interpreted to effectuate that intent.

This is a legally binding document. The parties agree that by their signatures below,

each party has read this Agreement in its entirety, understands its contents, and has sought competent legal advice as necessary.

The foregoing IMPROVEMENT LIEN AGREEMENT is DATED this _______ day of ________________________, 2026.

________________________**(APPLICANT):**

By: ___________________________________
Title: _________________________________

STATE OF UTAH)
:ss
COUNTY OF MORGAN)

On this the _____ day of ___________________, 2026, personally appeared before me ___________________________the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he is the _____________ of _____________ and that he is duly authorized to execute the same on behalf of that _________________.

____
NOTARY PUBLIC

MORGAN CITY CORPORATION:

____
STEVE GALE, Mayor

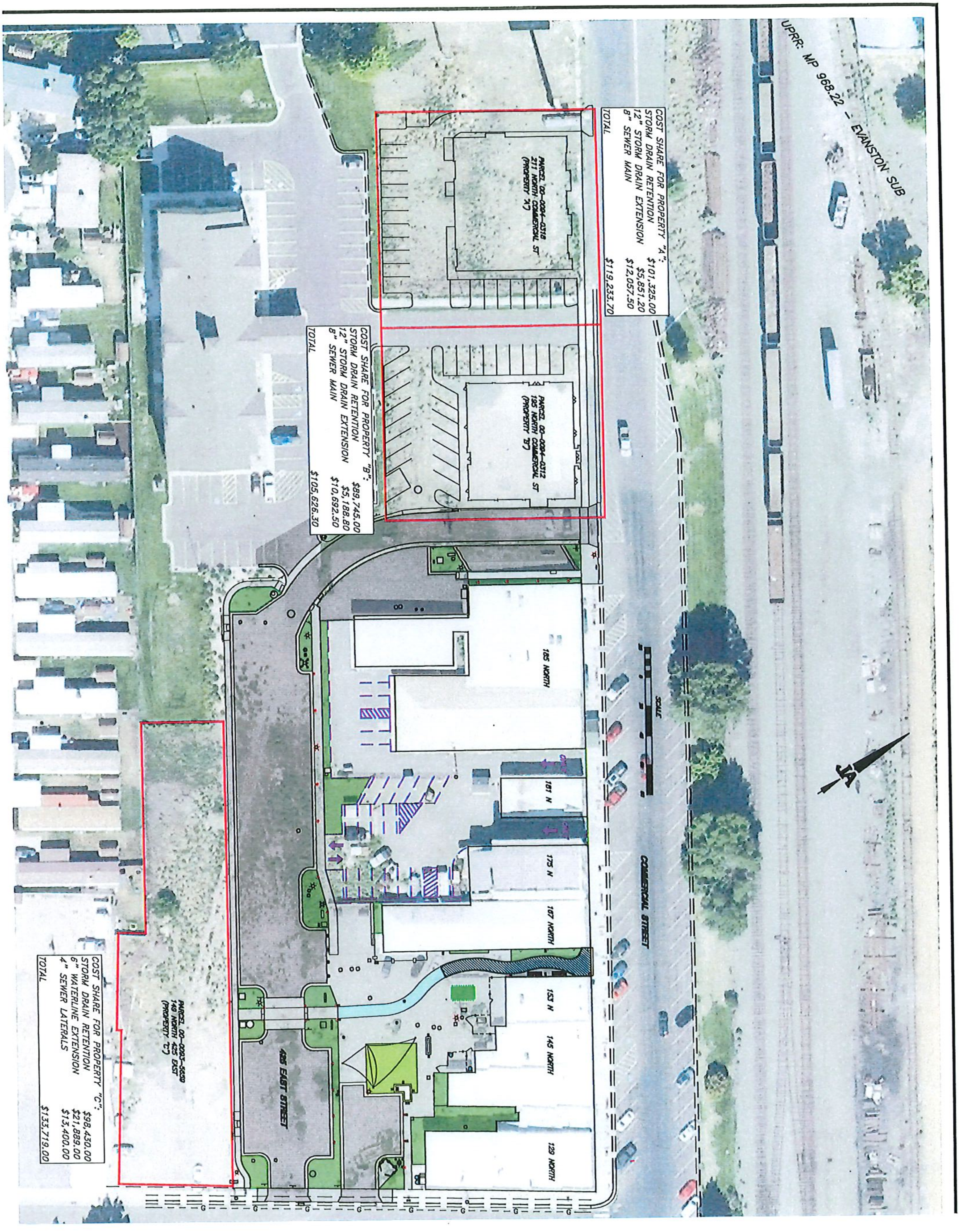
ATTEST:

____
JANET PACE, City Recorder

APPROVED AS TO FORM:

____
GARY R. CRANE, City Attorney

EXHIBIT "A"



UPRR: MP 968.22 – EVANSTON SUB
COST SHARE FOR PROPERTY "A":
STORM DRAIN RETENTION $101,325.00
12" STORM DRAIN EXTENSION $5,851.20
8" SEWER MAIN $12,057.50
TOTAL $119,233.70
PARCEL 00-0004-0318
211 NORTH COMMERCIAL ST
(PROPERTY "A")
COST SHARE FOR PROPERTY "B":
STORM DRAIN RETENTION $89,745.00
12" STORM DRAIN EXTENSION $5,188.80
8" SEWER MAIN $10,692.50
TOTAL $105,626.30
PARCEL 00-0004-0312
195 NORTH COMMERCIAL ST
(PROPERTY "B")
185 NORTH
181 N
175 N
167 NORTH
153 N
145 NORTH
129 NORTH
SCALE
COMMERCIAL STREET
425 EAST STREET
PARCEL 00-0003-5650
149 NORTH 425 EAST
(PROPERTY "C")
COST SHARE FOR PROPERTY "C":
STORM DRAIN RETENTION $98,430.00
6" WATERLINE EXTENSION $21,889.00
4" SEWER LATERALS $13,400.00
TOTAL $133,719.00

Exhibit "B"

Utility Cost Share - Historic District Plaza Project

Improvements For Future Development	Parcel 00-0094-0318 211 N Commercial St (Property "A")	Parcel 00-0094-0312 195 N Commercial St (Property "B")	Parcel 00-0093-5659 149 N 425 East (Property "C")	Total
Storm Drain Retention System	$101,325.00	$89,745.00	$98,430.00	$289,500.00
12" Storm Drain Pipe Extension	$5,851.20	$5,188.80		$11,040.00
6" Waterline Extension			$21,889.00	$21,889.00
8" Sewer Extension	$12,057.50	$10,692.50		$22,750.00
4" Sewer Laterals (2 each)			$13,400.00	$13,400.00
Total	**$119,233.70**	**$105,626.30**	**$133,719.00**	**$358,579.00**

MORGAN COUNTY

Tax Roll Master Record

May 19, 2026 1:10:06PM

Parcel: 00-0094-0312 Serial #:05-398-01-3 Entry: 159368
Name: DOUG BUYS UTAH HOMES
c/o Name:
Address 1: 826 VISTA DRIVE
Address 2:
City State Zip: OGDEN UT 84403-0000
Mortgage Co:

Property Address
N 0500 E :0195
MORGAN 84050-0000
Acres: 0.45

Status: **Active** Year: **2026** District: **005 REDEVELOPMENT DISTRICT 0.009472**

Owners	Interest	Entry	Date of Filing	Comment
DOUG BUYS UTAH HOMES		159368	12/15/2021	(0386/0257)

	2026 Values & Taxes				2025 Values & Taxes		
Property Information	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC02 COMM LND UNIMP	0.45	386,826	386,826	3,664.02	0	0	0.00
Totals:	0.45	386,826	386,826	3,664.02	0	0	0.00

****** ATTENTION !! ******
Tax Rates for 2026 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2026 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2026 Taxes:	3,664.02
Special Fees:	0.00
Penalty:	0.00
Abatements:	(0.00)
Payments:	(1,040.96)
Amount Due:	2,623.06

2025 Taxes: 0.00

Review Date
07/16/2025

NO BACK TAXES!

03/07/2026	12:39PM	00105582	2026	DOUG BUYS UTAH HOMES	Current - Check	40.96	TTrussell
04/10/2026	10:05AM	00105688	2026	DOUG BUYS UTAH HOMES LLC	Current - ACH	1,000.00	ssackett
					Total Payments:	1,040.96	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

A TRACT OF LAND SIT IN THE NW1/4 OF SEC 36, T4N, R2E, SLB&M, U.S. SUR, MORGAN CITY, MORGAN COUNTY, UTAH. COM AT MON "B" M.C.S., WH BEAR N 89°23'24" E 2676.00 FT & S 00°00'00" W 636.71 FT FRM THE M.C.S. BRASS CAP MON THE NW COR OF SD SEC 36, T4N, R2E; TH N 57°49'03" W 491.00 FT TO A NAIL & WASHER, THE T.POB; TH S 32°10'57" W 150.00 FT TO A REBAR & CAP; TH N 57°49'03" W 146.72 FT; TH N 32°20'47" E 150.00 FT TO A NAIL & WASHER; TH S 57°49'03" E 146.29 FT TO THE POB. CONT 0.5045 / 0.50 AC, M/L. THE B.B. IS THE N LN OF SEC 36 CALLED: S 89°23'24" W. LESS THE FOL AMT SOLD: 421/623 (0.0517 AC GOING TO 05-398-01-2) LEAV 0.4528 / 0.45 AC, M/L.

History

2026 - ENT 168856 (421/623) (0.4528 AC, M/L COMING FR: 05-398-01 / 00-0087-3937) - REMAINING BALANCE TRANS FRM SD ACCT; VESTING REF: #159368 (386/257);

RESOLUTION 26-25
A RESOLUTION ADOPTING AND APPROVING AN IMPROVEMENT LIEN AGREEMENT BETWEEN MORGAN CITY AND DOUG BUYS UTAH HOMES LLC FOR PROPERTY A, MORGAN COUNTY PARCEL NO. 00-0094-0318 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City has installed improvements that will accommodate the need for certain project improvements that will benefit a certain development rather than the City as a whole. Those improvements were installed at the expense of the City and by agreement with the owner of the properties (hereafter "Property Owner") that would be specifically benefitted by their installation with the understanding that at the time of application for any development approval on the property, the cost of those improvements would be reimbursed back to the City; and

WHEREAS, The City and the Property Owner have agreed to enter into a Lien Agreement (hereafter "Lien Agreement") to memorialize this obligation and to give future owners of the property, recorded notice of the lien that will be attached to the title to the property; and

WHEREAS, the City Engineer has calculated the proportional share of the improvements consisting of Sanitary Sewer and Storm Drain improvements and the City and the Property Owner agree that these are the costs that are attributable to the subject property for development to occur on the property.

WHEREAS, the City and the property owner agree that the Lien Agreement shall be recorded as a lien on the property identified in the Lien Agreement and recorded with the Morgan County Recorder after execution by the parties; and

WHEREAS, the City Council of Morgan City finds it to be in the best interests of the City and its citizens to seek reimbursement for the project improvements that will benefit property owner's property when it is developed.

NOW THEREFORE, be it resolved by the City Council of Morgan City as follows:

1. That the Agreement entitled IMPROVEMENT LIEN AGREEMENT between Morgan City and DOUG BUYS UTAH HOMES LLC or the Property A, Morgan County Parcel No. 00-0094-0318, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement.

ADOPTED AND APPROVED by the City Council of Morgan, Utah, this day of____, 2026.

____
STEVE GALE, Mayor

ATTEST:

____
JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

Aye Nay Excused
Councilmember London ___ ___ ___
Councilmember Wardell ___ ___ ___
Councilmember McGuire ___ ___ ___
Councilmember Richins ___ ___ ___
Councilmember Alexander ___ ___ ___

(In the event of a tie vote of the Council):
Mayor Gale ___ ___

RETURN TO:
Morgan City Recorder
90 W. Young Street
Morgan City, Utah 84041

IMPROVEMENT LIEN AGREEMENT
(Morgan County Parcel No. 00-0094-0318)

This Improvement Lien Agreement (hereafter "this Agreement") is hereby entered into by and between **Morgan City Corporation** ("City") and **Doug Buys Utah Homes LLC** ("Applicant"). The parcel of real property that is the subject of this Agreement is situated in Morgan City, Morgan County, State of Utah, identified as **Parcel 00-0094-0318**, as "Property A;" located at approximately 211 N. Commercial Street in Morgan City ("the Property"). A more particular description of the Property, its location and parcel number is attached to this Agreement as " Property A" on Exhibit A and incorporated herein by this reference.

WHEREAS, Applicant is required to apply for a permit (or permits) for the development of any new structure or improvements related to any new development of or on the Property (Development Approval).

WHEREAS, as a condition of Development Approval, the Applicant is required to provide Sanitary Sewer and Storm Drain Improvements sufficient to meet the City's standards and specifications, including but not limited to the following:

(1) Those improvements identified on the attached spread sheet as Exhibit B which is attached hereto and incorporated herein by this reference;
(2) The total amount of this lien for Property A, shall be One Hundred and Nineteen Thousand, Two Hundred Thirty Three Dollars and Seventy Cents ($119,233.70) for Improvements for Future Development;

WHEREAS, Applicants desires to postpone participation in the their proportional share of the improvements as identified above, until the applicant applies for a permit from the City for Development Approval on the Property, at which time the applicant will pay to the City, Applicant's proportional share of the cost of the improvements installed by the City as provided in this Agreement.

THEREFORE, the parties agree as follows:

1. AGREEMENT FOR POSTPONED PARTICIPATION IN THE COST OF IMPROVEMENTS: The parties agree that Applicants may postpone the payment to the City for their proportional share of the costs of Sanitary Sewer and Storm Drain Improvements installed by the City, identified above and more particularly described

in paragraph 3. below.

2. CONSIDERATION. The parties agree that there is fair and adequate consideration underlying the terms of this agreement.

3. DESCRIPTION OF SANITARY SEWER AND STORM DRAIN IMPROVEMENTS AND POSTPONED PARTICIPATION: The City has made the following Sanitary Sewer and Storm Drain Improvements that will directly benefit the Applicant and will be required of the applicant as project improvements when the Applicant files for a permit from the City for any Development Approval of or on the Property described as **Parcel 00-0094-0318** in Exhibit A of this agreement as the Property A. The required Sanitary Sewer and Storm Drain Improvements made by the City and the amount of the postponed participation by the applicant are identified in Exhibit B, Postponed Payment Amount for Property A, which is attached hereto and incorporated herein by this reference.

4. LIEN AND PAYMENT: The Applicant hereby agrees to the following terms and conditions:

- The Applicant agrees to pay to the City, upon an application for Development Approval of or on the Property, an amount of One Hundred and Nineteen Thousand Two Hundred and Thirty Three Dollars and Seventy Cents ($119,233.70) (Postponed Payment) due and payable at the time of application.
- The Applicant hereby agrees that the City shall have a lien upon the Property identified as "Property A" on (Exhibit B which is attached hereto and incorporated herein by this reference) duly recorded with the Morgan County Recorder, in the amount of the Postponed Payment indicated above.

5. LIEN TO BE RECORDED: It is agreed that this Agreement shall be placed of record in the office of the Morgan County Recorder, and shall constitute a lien against Applicants' property described herein. Upon satisfactory payment of the Postponement Payment, the lien shall be discharged by City. Applicants shall pay all expenses of recording and discharging the lien.

6. SUCCESSORS & ENFORCEMENT: This Agreement shall be binding on the parties hereto, their successors and assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee and applicable court costs.

7. INTENT: City ordinances currently in effect require that an Applicant install the necessary Sanitary Sewer and Storm Drain Improvements for any Development Approval on or for the Property. The City has installed, in advance of Applicant's development of the Property, the Sanitary Sewer and Storm Drain Improvements required for the development of the Property. Through this agreement, Applicant shall be allowed to use the improvements installed by the City that directly benefit the Property as project improvements, but postpone payment for the Sanitary Sewer and Storm Drain Improvements until the time of application for Development Approval. Applicants and City agree that all language herein should be interpreted to effectuate that intent.

This is a legally binding document. The parties agree that by their signatures below,

each party has read this Agreement in its entirety, understands its contents, and has sought competent legal advice as necessary.

The foregoing IMPROVEMENT LIEN AGREEMENT is DATED this _______ day of _______________________, 2026.

______________________**(APPLICANT):**

By: ________________________________
Title: ______________________________

STATE OF UTAH)
:ss
COUNTY OF MORGAN)

On this the _____ day of ____________________, 2026, personally appeared before me ___________________________the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he is the _____________ of _____________ and that he is duly authorized to execute the same on behalf of that _________________.

____
NOTARY PUBLIC

MORGAN CITY CORPORATION:

____
STEVE GALE, Mayor

ATTEST:

____
JANET PACE, City Recorder

APPROVED AS TO FORM:

____
GARY R. CRANE, City Attorney

EXHIBIT "A"

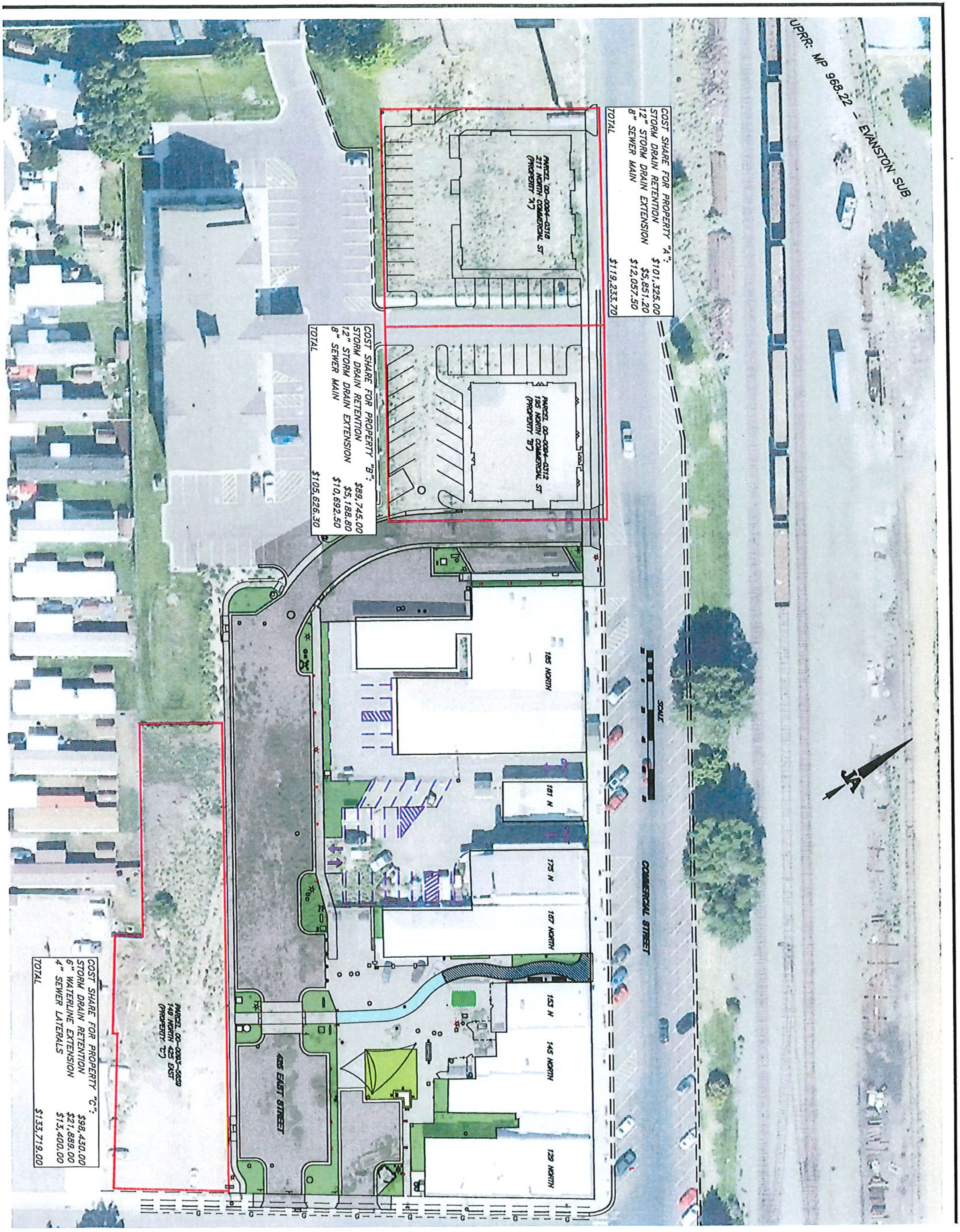

UPRR: MP 968.22 – EVANSTON SUB
COST SHARE FOR PROPERTY "A": $101,325.00
STORM DRAIN RETENTION $5,851.20
12" STORM DRAIN EXTENSION $12,057.50
8" SEWER MAIN
TOTAL $119,233.70
COST SHARE FOR PROPERTY "B": $89,745.00
STORM DRAIN RETENTION $5,188.80
12" STORM DRAIN EXTENSION $10,692.50
8" SEWER MAIN
TOTAL $105,626.30
COST SHARE FOR PROPERTY "C": $98,430.00
STORM DRAIN RETENTION $21,885.00
6" WATERLINE EXTENSION $13,400.00
4" SEWER LATERALS
TOTAL $133,719.00
COMMERCIAL STREET
SCALE
185 NORTH
181 N
175 N
157 NORTH
153 N
145 NORTH
129 NORTH
425 EAST STREET

Exhibit "B"

Utility Cost Share - Historic District Plaza Project

Improvements For Future Development	Parcel 00-0094-0318 211 N Commercial St (Property "A")	Parcel 00-0094-0312 195 N Commercial St (Property "B")	Parcel 00-0093-5659 149 N 425 East (Property "C")	Total
Storm Drain Retention System	$101,325.00	$89,745.00	$98,430.00	$289,500.00
12" Storm Drain Pipe Extension	$5,851.20	$5,188.80		$11,040.00
6" Waterline Extension			$21,889.00	$21,889.00
8" Sewer Extension	$12,057.50	$10,692.50		$22,750.00
4" Sewer Laterals (2 each)			$13,400.00	$13,400.00
Total	**$119,233.70**	**$105,626.30**	**$133,719.00**	**$358,579.00**

MORGAN COUNTY

Tax Roll Master Record

May 19, 2026 1:10:19PM

Parcel: 00-0094-0318 Serial #:05-396-02 Entry: 161671
Name: DOUG BUYS UTAH HOMES LLC
c/o Name:
Address 1: 826 VISTA DR
Address 2:
City State Zip: MORGAN UT 84050-0000
Mortgage Co:

Property Address
MORGAN 84050-0000
Acres: 0.50

Status: **Active** Year: **2026** District: **005 REDEVELOPMENT DISTRICT 0.009472**

Owners	Interest	Entry	Date of Filing	Comment
DOUG BUYS UTAH HOMES LLC		161671	08/11/2022	(0394/0556)

Property Information	2026 Values & Taxes				2025 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LC02 COMM LND UNIMP	0.50	429,807	429,807	4,071.13	0	0	0.00
Totals:	0.50	429,807	429,807	4,071.13	0	0	0.00

****** ATTENTION !! ******
Tax Rates for 2026 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2026 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2026 Taxes:	4,071.13
Special Fees:	0.00
Penalty:	0.00
Abatements:	(0.00)
Payments:	(108.12)
Amount Due:	3,963.01

2025 Taxes: 0.00

Review Date
07/16/2025

NO BACK TAXES!

02/09/2026	08:14AM	00105116	2026	DOUG BUYS UTAH HOMES LLC	Current - ACH	108.12	TTrussell
					Total Payments:	108.12	

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

A TRACT OF LAND SIT IN THE NW1/4 OF SEC 36, T4N, R2E, SLB&M, U.S. SUR, MORGAN CITY, MORGAN COUNTY, UTAH. COM AT MON "B" M.C.S., WH BEAR N 89°23'24" E 2676.00 FT & S 00°00'00" W 636.71 FT FRM THE M.C.S. BRASS CAP MON THE NW COR OF SD SEC 36, T4N, R2E; TH N 57°49'03" W 637.29 FT TO A NAIL & WASHER, THE T.POB; TH S 32°20'47" W 150.00 FT; TH N 57°49'03" W 29.02 FT TO A REBAR & CAP; TH N 57°50'34" W 117.69 FT TO A REBAR & CAP; TH N 32°30'38" E 150.05 FT TO A NAIL & WASHER; TH S 57°49'03" E 146.29 FT TO THE POB. CONT 0.5045 / 0.50 AC, M. OR L.

History

2026 - COMBO FRM ERRONEOUS BREAK-OFF FOR RDA (0.4845 AC M/L COMING FRM: 05-396-01 / 00-0087-4199) + (0.02 AC M/L COMING FRM: 04-393 / 00-0004-4865); VESTING REF: 161671 (394/556;)

*Refunds are not included in any total

RESOLUTION 26-26
A RESOLUTION ADOPTING AND APPROVING AN IMPROVEMENT LIEN AGREEMENT BETWEEN MORGAN CITY AND DOUG BUYS UTAH HOMES FOR PROPERTY C, MORGAN COUNTY PARCEL NO. 00-0093-5659 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, The City has installed improvements that will accommodate the need for certain project improvements that will benefit a certain development rather than the City as a whole. Those improvements were installed at the expense of the City and by agreement with the owner of the properties (hereafter "Property Owner") that would be specifically benefitted by their installation with the understanding that at the time of application for any development approval on the property, the cost of those improvements would be reimbursed back to the City; and

WHEREAS, The City and the Property Owner have agreed to enter into a Lien Agreement (hereafter "Lien Agreement") to memorialize this obligation and to give future owners of the property, recorded notice of the lien that will be attached to the title to the property; and

WHEREAS, the City Engineer has calculated the proportional share of the improvements consisting of Water, Sanitary Sewer and Storm Drain improvements and the City and the Property Owner agree that these are the costs that are attributable to the subject property for development to occur on the property.

WHEREAS, the City and the property owner agree that the Lien Agreement shall be recorded as a lien on the property identified in the Lien Agreement and recorded with the Morgan County Recorder after execution by the parties; and

WHEREAS, the City Council of Morgan City finds it to be in the best interests of the City and its citizens to seek reimbursement for the project improvements that will benefit property owner's property when it is developed.

NOW THEREFORE, be it resolved by the City Council of Morgan City as follows:

1. That the Agreement entitled IMPROVEMENT LIEN AGREEMENT between Morgan City and Doug Buys Utah Homes for Property C, Morgan County Parcel No. 00-0093-5659, which is attached hereto and incorporated herein by this reference, be adopted and approved.
2. That the Mayor be authorized to execute the Agreement.

ADOPTED AND APPROVED by the City Council of Morgan, Utah, this day of____, 2026.

____
STEVE GALE, Mayor

ATTEST:

JANET PACE, City Recorder

CITY COUNCIL VOTE AS RECORDED:

Aye Nay Excused
Councilmember London ___ ___ ___
Councilmember Wardell ___ ___ ___
Councilmember McGuire ___ ___ ___
Councilmember Richins ___ ___ ___
Councilmember Alexander ___ ___ ___

(In the event of a tie vote of the Council):
Mayor Gale ___ ___

RETURN TO:
Morgan City Recorder
90 W. Young Street
Morgan City, Utah 84041

IMPROVEMENT LIEN AGREEMENT
(Morgan County Parcel No. 00-0093-5659)

This Improvement Lien Agreement (hereafter "this Agreement") is hereby entered into by and between **Morgan City Corporation** ("City") and **Doug Buys Utah Homes** ("Applicant"). The parcel of real property, that is the subject of this Agreement is situated in Morgan City, Morgan County, State of Utah, identified as the "Property C," located at approximately 149 N. Commercial Street in Morgan City, **Parcel No. 00-0093-5659** ("the Property"). A more particular description of the Property, its location and parcel number is attached to this Agreement as "Property C" on Exhibit A and incorporated herein by this reference.

WHEREAS, Applicant is required to apply for a permit (or permits) for the development of any new structure or improvements related to any new development of or on the Property (Development Approval).

WHEREAS, as a condition of Development Approval, the Applicant is required to provide Water, Sanitary Sewer and Storm Drain Improvements sufficient to meet the City's standards and specifications, including but not limited to the following:

(1) Those improvements identified on the attached spread sheet as Exhibit B which is attached hereto and incorporated herein by this reference;
(2) The total amount of this lien for Property C, shall be One Hundred and Thirty Three Thousand Seven Hundred and Nineteen Dollars ($133,719.00) for Improvements for Future Development;

WHEREAS, Applicants desires to postpone participation in the their proportional share of the improvements as identified above, until the applicant applies for a permit from the City for Development Approval on the Property, at which time the applicant will pay to the City, Applicant's proportional share of the cost of the improvements installed by the City as provided in this Agreement.

THEREFORE, the parties agree as follows:

1. AGREEMENT FOR POSTPONED PARTICIPATION IN THE COST OF IMPROVEMENTS: The parties agree that Applicants may postpone the payment to the City for their proportional share of the costs of Water, Sanitary Sewer and Storm Drain Improvements installed by the City, identified above and more particularly

described in paragraph 3. below.

2. CONSIDERATION. The parties agree that there is fair and adequate consideration underlying the terms of this agreement.

3. DESCRIPTION OF WATER, SANITARY SEWER AND STORM DRAIN IMPROVEMENTS AND POSTPONED PARTICIPATION: The City has made the following Water, Sanitary Sewer and Storm Drain Improvements that will directly benefit the Applicant and will be required of the applicant as project improvements when the Applicant files for a permit from the City for any Development Approval of or on the Property described as **Parcel No. 00-0093-5659** in Exhibit A of this agreement as Property C. The required Water, Sanitary Sewer and Storm Drain Improvements made by the City and the amount of the postponed participation by the applicant are identified in Exhibit B, Postponed Payment Amount for Property C, which is attached hereto and incorporated herein by this reference.

4. LIEN AND PAYMENT: The Applicant hereby agrees to the following terms and conditions:

- The Applicant agrees to pay to the City, upon an application for Development Approval of or on the Property, an amount of One Hundred and Thirty Three Thousand Seven Hundred and Nineteen Dollars ($133,719.00) (Postponed Payment) due and payable at the time of application.
- The Applicant hereby agrees that the City shall have a lien upon the Property identified as the "Property C" on (Exhibit B which is attached hereto and incorporated herein by this reference) duly recorded with the Morgan County Recorder, in the amount of the Postponed Payment indicated above.

5. LIEN TO BE RECORDED: It is agreed that this Agreement shall be placed of record in the office of the Morgan County Recorder, and shall constitute a lien against Applicants' property described herein. Upon satisfactory payment of the Postponement Payment, the lien shall be discharged by City. Applicants shall pay all expenses of recording and discharging the lien.

6. SUCCESSORS & ENFORCEMENT: This Agreement shall be binding on the parties hereto, their successors and assigns. Should the services of an attorney be required to enforce this Agreement, the defaulting party agrees to pay a reasonable attorney's fee and applicable court costs.

7. INTENT: City ordinances currently in effect require that an Applicant install the necessary Water, Sanitary Sewer and Storm Drain Improvements for any Development Approval on or for the Property. The City has installed, in advance of Applicant's development of the Property, the Water, Sanitary Sewer and Storm Drain Improvements required for the development of the Property. Through this agreement, Applicant shall be allowed to use the improvements installed by the City that directly benefit the Property as project improvements, but postpone payment for the Water, Sanitary Sewer and Storm Drain Improvements until the time of application for Development Approval. Applicants and City agree that all language herein should be interpreted to effectuate that intent.

This is a legally binding document. The parties agree that by their signatures below, each party has read this Agreement in its entirety, understands its contents, and has sought competent legal advice as necessary.

The foregoing IMPROVEMENT LIEN AGREEMENT is DATED this _______ day of ________________________, 2026.

________________________**(APPLICANT):**

By: ___________________________________
Title: _________________________________

STATE OF UTAH)
:ss
COUNTY OF MORGAN)

On this the _____ day of ____________________, 2026, personally appeared before me ____________________________the signer of the foregoing instrument, who being by me duly sworn, acknowledged to me that he is the _____________ of _____________ and that he is duly authorized to execute the same on behalf of that __________________.

____
NOTARY PUBLIC

MORGAN CITY CORPORATION:

____
STEVE GALE, Mayor

ATTEST:

____
JANET PACE, City Recorder

APPROVED AS TO FORM:

____
GARY R. CRANE, City Attorney

EXHIBIT "A"

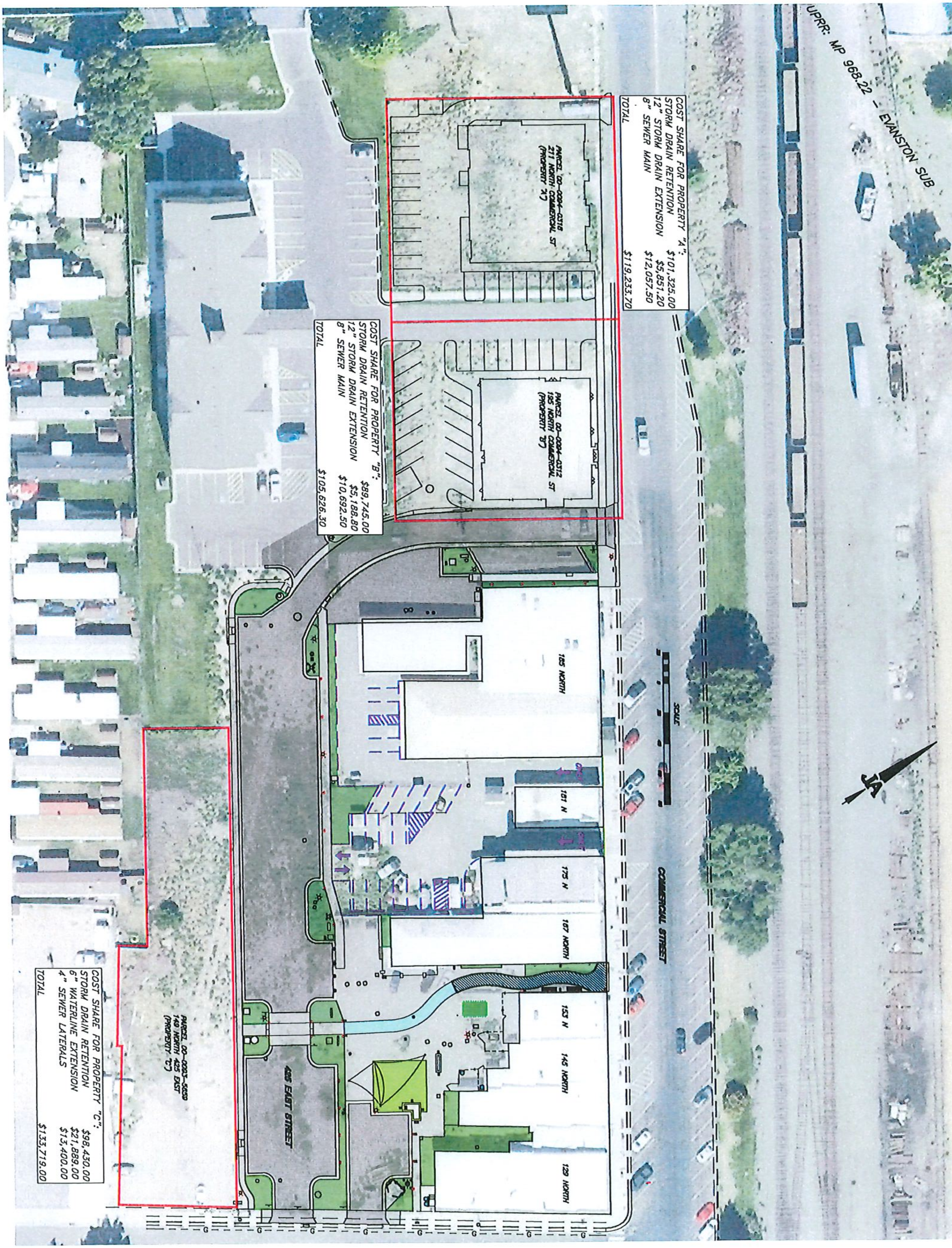

UPRR: MP 968.22 – EVANSTON SUB
COST SHARE FOR PROPERTY "A":
STORM DRAIN RETENTION $101,325.00
12" STORM DRAIN EXTENSION $5,851.20
8" SEWER MAIN $12,057.50
TOTAL $119,233.70
211 NORTH COMMERCIAL ST
(PROPERTY "A")
COST SHARE FOR PROPERTY "B":
STORM DRAIN RETENTION $89,745.00
12" STORM DRAIN EXTENSION $5,188.80
8" SEWER MAIN $10,692.50
TOTAL $105,626.30
PARCEL 00-0004-0312
195 NORTH COMMERCIAL ST
(PROPERTY "B")
185 NORTH
181 N
175 N
167 NORTH
153 N
145 NORTH
129 NORTH
COMMERCIAL STREET
SCALE
425 EAST STREET
149 NORTH 425 EAST
(PROPERTY "C")
COST SHARE FOR PROPERTY "C":
STORM DRAIN RETENTION $98,430.00
6" WATERLINE EXTENSION $21,889.00
4" SEWER LATERALS $13,400.00
TOTAL $133,719.00

Exhibit "B"

Utility Cost Share - Historic District Plaza Project

Improvements For Future Development	Parcel 00-0094-0318 211 N Commercial St (Property "A")	Parcel 00-0094-0312 195 N Commercial St (Property "B")	Parcel 00-0093-5659 149 N 425 East (Property "C")	Total
Storm Drain Retention System	$101,325.00	$89,745.00	$98,430.00	$289,500.00
12" Storm Drain Pipe Extension	$5,851.20	$5,188.80		$11,040.00
6" Waterline Extension			$21,889.00	$21,889.00
8" Sewer Extension	$12,057.50	$10,692.50		$22,750.00
4" Sewer Laterals (2 each)			$13,400.00	$13,400.00
Total	**$119,233.70**	**$105,626.30**	**$133,719.00**	**$358,579.00**

MORGAN COUNTY

Tax Roll Master Record

Parcel: 00-0093-5659 Serial #:05-406-01-1-2 Entry: 163469
Name: DOUG BUYS UTAH HOMES
c/o Name:
Address 1: 826 VISTA DR
Address 2:
City State Zip: SOUTH OGDEN UT 84050-0000
Mortgage Co:

Property Address
MORGAN 84050-0000
Acres: 0.48

Status: **Active** Year: **2026** District: **005 REDEVELOPMENT DISTRICT 0.009472**

Owners	Interest	Entry	Date of Filing	Comment
DOUG BUYS UTAH HOMES		163469	05/18/2023	(0400/0317)

Property Information	2026 Values & Taxes Units/Acres	Market	Taxable	Taxes	2025 Values & Taxes Market	Taxable	Taxes
LC01 COMM LAND IMP	0.48	331,199	331,199	3,137.12	230,836	230,836	2,186.48
Totals:	0.48	331,199	331,199	3,137.12	230,836	230,836	2,186.48

****** ATTENTION !! ******
Tax Rates for 2026 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2026 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2026 Taxes:	3,137.12
Special Fees:	0.00
Penalty:	0.00
Abatements:	(0.00)
Payments:	(0.00)
Amount Due:	3,137.12

2025 Taxes: 2,186.48

Review Date
01/23/2025

NO BACK TAXES!

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

A TRACT OF LAND SIT IN THE NW1/4 OF SEC 36, T4N, R2E, SLB&M, U.S. SUR, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PART DESC AS FOLS: COM AT MON "B" M.C.S., WH BEARS N 89°12'27" E 2676.00 & S 00°10'57" E 636.71 FT FRM THE NW COR OF SEC 36 & BEING ALSO LOC 100 FT DIST PERPEND FRM THE U.P.R.R. W BOUND MAIN LN WH BEARS S 58°00'00" E (B.B.); TH N 58°00'00" W 246.00 FT ALG THE SW'LY LN OF COMMERCIAL STREET, BEING 100 FT DIST PERPEND FRM THE CTR LN OF THE U.P.R.R. W BOUND MAIN LN, TH S 32°00'00" W 196.00 FT TO THE T.POB; TH S 58°00'00" E 67.00 FT; TH S 32°00'00" W 20.00 FT; TH S 58°00'00" E 126.46 FT TO THE NW'LY LN OF 125 NORTH STREET; TH S 34°00'00" W 127.87 FT ALG SD NW'LY LN OF 125 NORTH STREET TO THE NE'LY LN OF THE PROP AS DEEDED IN BK, 107 PG. 295 OF MORGAN COUNTY RECORDS; TH N 56°00'00" W 105.00 FT ALG SD LN; TH S 34°00'00" W 3.00 FT; TH N 56°00'00" W 65.66 FT TO AN EXIST CH LINK FNC LN; TH N 32°00"00" E 20.00 FT ALG SD FNC LN; TH N 58°00'00" W 18.33 FT ALG SD CH LINK FNC LN AS DESC IN THAT CERTAIN FNC LN AGREE RECORDED OCTOBER 1, 2007 AS ENTRY NO. 109460 IN BK 254 PG. 74 OF MORGAN COUNTY RECORDS; TH N 58°26'34" W 125.00 FT ALG SD FNC LN; TH N 32°00'00" E 125.80 FT; TH S 58°00'00" E 125.00 FT TO THE POB. CONT 40,719 SQ. FT = 0.9346 / 0.93 AC, M. OR L. LESS & EXCEPT: (414/492) (0.4566 AC, M. OR L. GOING TO: 05-406 -01-1-1) BEING MORE PART DESC AS FOLS: A TRACT OF LAND SIT IN THE NW1/4 OF SEC 36, T4N, R2E, SLB&M, U.S. SUR, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PART DESC AS FOLS: COM AT MON "B" M.C.S., WH BEARS N 89°12'27" E 2676.00 & S 00°10'57" E 636.71 FT FRM THE NW COR OF SEC 36 & BEING ALSO LOC 100 FT DIST PERPEND FRM U.P.R.R. W BOUND MAIN LN WH BEARS S 58°00'00" E (B.B.); TH N 58°00'00" W 45.00 FT ALG THE SW'LY LN OF COMMERCIAL STREET, BEING 100 FT DIST PERPEND FRM THE CTR LN OF THE U.P.R.R. W BOUND MAIN LN, TH S 34°00'00" W 205.12 FT ALG THE NW'LY LN OF 125 NORTH STREET TO THE T.POB; TH S 34°00'00" W 60.54 FT; TH N 58°00'00" W 316.73 FT; TH N 32°00'00" E 69.50 FT; TH S 58°00'00" E 219.00 FT; TH S 32°00'00" W 9.00 FT; TH S 58°00'00" E 99.84 FT TO THE POB; LEAV A NET BAL OF 0.4780 AC / 0.48 AC, M. OR L.

History

2025 - ENT 166932 (414/492) (0.4780 AC, M, OR L, COMING FROM: #05-406-01-1 / 00-0092-2523); VESTING REF: 163469 (400/317);

*Refunds are not included in any total