



# RDA MEETING

02-27-24

**5:30 p.m.**



**MORGAN CITY REDEVELOPMENT AGENCY AGENDA**  
**FEBRUARY 27, 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 Conference Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 5:30 p.m. on February 27, 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 – Chair Steve Gale
- B. Approval of Meeting’s Agenda

2. **CONSENT AGENDA**

- A. Minutes of the Morgan City Redevelopment Agency Meeting – January 9, 2024

3. **ACTIVE AGENDA**

- A. Discussion / Action – Land Purchase Agreement Between Morgan City Redevelopment Agency and Doug Buys Utah Homes, LLC; Property Located at Approximately 125 North 425 East, Morgan, Utah – Resolution R24-07

4. **Adjournment**

- 
- This meeting will also be live streamed via <https://morgancityut.org>.
  - 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 **26<sup>th</sup> day of February, 2024** at Morgan City Hall, on the Utah State Public Notice Website, at <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 MORGAN CITY REDEVELOPMENT AGENCY MEETING

January 9, 2024; 6:00 P.M.

### CHAIR AND BOARD MEMBERS PRESENT:

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

### STAFF PRESENT IN-PERSON:

Ty Bailey, City Manager; Gary Crane, City Attorney; and Denise Woods, Agency Secretary

### EXCUSED:

Jeff Wardell

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 – [morgancityut.org](http://morgancityut.org).

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

### APPROVAL OF AGENDA

**MOTION:** Board Member Turner moved to approve the agenda.

**SECOND:** Board Member London

Vote was 4 ayes; Motion passed unanimously to approve the agenda.

### MINUTES

**MOTION:** Board Member London moved to approve the following:  
Minutes of the Morgan City Redevelopment Agency Meeting – November 14, 2023;

**SECOND:** Board Member Turner

**Discussion on the motion:** None.

Vote was 4 ayes; Motion passed unanimously to approve the minutes as written.

### ITEMS FOR DISCUSSION

#### GRANT AWARDED – UTAH GOVERNOR'S OFFICE OF ECONOMIC OPPORTUNITY (GO UTAH) FOR THE RURAL COMMUNITIES OPPORTUNITY GRANT

Ty Bailey, Executive Director, stated the RDA had applied for a \$600,000 grant through the Utah Governor's Office of Economic Opportunity, and approval was granted for \$458,000. The funds are

# DRAFT

intended for the Alleyway Concept at the back of Commercial Street, constituting approximately half of the construction cost, which was estimated at \$875,000. Despite not securing the full amount, there was still a plan to proceed, exploring the possibility of covering the remaining expenses with other available funds, including road money and RDA (Redevelopment Agency) funds. It was mentioned that RDA funds were initially allocated for property acquisition, to be discussed in a closed session.

Board Member London inquired about having a rendering or visual representation of the project.

Ty handed out copies of two separate concept plans to the Board. He clarified that the \$875,000 was only for the improvement and didn't include the purchase of the property. The concept involved distinguishing between two directions of travel, with details about green spaces, parking types, and the number of parking stalls yet to be engineered. He explained the grant money could be spent over two years so the RDA could collect another year of tax increment money to go towards the project. He mentioned other funding available to be used for the improvements and the RDA money would be used for purchasing the property.

Ty explained the planning concept of a "one-way" or "Woonerf" (European design term) involving shared spaces for pedestrians, low-speed motor vehicles, and the placement of obstacles to control vehicle speed. The concept included an alleyway in the middle and parking stalls on one side. The width of the road and other details were still to be determined, contingent on acquiring the necessary properties. He said there would be future meetings with business owners for input and collaboration. The Planning Commission was identified as the Advisory Board for the grant, and collaboration with them on renderings and refinements was anticipated. The presented concepts were clarified to be preliminary and focused on securing the grant.

Discussion regarding the possibility of using corridor preservation funds and local option sales tax money for the project. The corridor preservation funds were being used for the Young Street Bridge.

Ty stated 90% of the grant would be received up front and then when the project was completed the remaining 10% would be sent to the RDA.

## CLOSED SESSION

**MOTION:** Board Member Turner moved to go into a closed session at 6:17 p.m. for the purpose of discussing the purchase, exchange, or lease of real property, including any form of a water right or water shares.

**SECOND:** Board Member Alexander

Vote: 4 ayes; Motion passed to go into closed session.

**PRESENT:** Steve Gale, Chair; Ty Bailey, Executive Director, Denise Woods, Agency Secretary, Board Members Alexander, London, Turner, and Richins

**MOTION:** Board Member Alexander moved to open the meeting at 6:48 p.m.

**SECOND:** Board Member Turner

Vote: 4 ayes; Motion passed to come out of closed session.

This meeting was adjourned at 6:50 p.m.

# DRAFT

\_\_\_\_\_  
Denise Woods, Agency Secretary

\_\_\_\_\_  
STEVE GALE, Chair

These minutes were approved at the February 27, 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 **9<sup>th</sup> day of January, 2024**, was to discuss the purchase, exchange, or lease of real property, including any form of a water right or water shares.

Dated this 27<sup>th</sup> day of February, 2024.

ATTEST:

\_\_\_\_\_  
STEVE GALE, Mayor

\_\_\_\_\_  
DENISE WOODS, Deputy Recorder

## LAND PURCHASE AGREEMENT

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

**SELLER:** Doug Buys Utah Homes, LLC  
103 Commercial St. #203  
Morgan, UT 84050

Two parcels (Parcel Number: 00-0004-5094 Serial Number: 05-415 and Parcel Number 00-0004-5078 Serial Number: 04-414-002) of real property, located near the intersection of 125 North and 425 East, situated in Morgan City, Utah, are the subject of this Agreement and are more particularly described on "Attachment A", which is attached hereto and incorporated herein by this reference.

**WHEREAS**, pursuant to an agreement between Doug Buys Homes, LLC (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 6452 square feet of SELLER'S property for the uses specified (See Parcel 1 in Attachment "A"); and

**WHEREAS**, in exchange for the property, the AGENCY will pay Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot for a total of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00) and make improvements as set forth herein; and

**WHEREAS**, this Agreement shall also provide for the purchase of an additional parcel consisting of approximately 6142 square feet, of property, consisting of portions of the parcels with the Parcel Number: 00-0004-5087 Serial Number: 05-411 and Parcel Number: 00-0004-5029 Serial Number: 05-410, to be used for the same purposes as stated above for a value of Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot (See Parcel 2 in Attachment "A") for a total cost of approximately One Hundred and One Thousand Five Hundred Dollars (\$101,500.00); and

**WHEREAS**, the SELLER and AGENCY acknowledge that the purchase of both Parcels 1 and Parcel 2 is essential to the underlying purposes of the Agreement and within 15 months of AGENCY's acquisition of Parcel 1, Parcel 2 needs to be available for the AGENCY to purchase.

**WHEREAS**, this Agreement will provide for the repurchase by SELLER of Parcel 1, should the purchase of Parcel 2 not occur and for the establishment of security in the form of a Trust Deed Note for AGENCY to guarantee the repurchase; and

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

### THE PARTIES AGREE AS FOLLOWS:

1. Purchase. 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, Morgan City, UT consisting of 6452 square feet of property as more particularly described as Parcel 1 in Attachment "A."

2. Purchase Price: The purchase price for the above-described property shall be Sixteen Dollars Fifty- Three Cents (\$16.53) per square foot for a total of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00) 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, reservation, 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 condition, 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. In addition, the City agrees, that upon the closing of both Parcel 1 and Parcel 2 to provide a credit for secondary water in the amount of 2 shares of water, to be credited for use on other properties owned and to be developed by SELLER in the future.
11. Special Provisions - SELLER: The SELLER hereby agrees to sell to the City, within 15 months of the date of the City's purchase of Parcel 1, Parcel 2 as identified in Attachment "A" of this Agreement at such time in the future as the City shall determine. The purchase price shall be Sixteen Dollars Fifty-Three Cents (\$16.53) per square foot for all of Parcel 2. The SELLER and the City agree that the purchase of Parcel 1 will not be of benefit to the City if the purchase of Parcel 2 is not possible. Therefore, SELLER agrees to sign a Deed of Trust and Promissory Note (attached hereto as Attachment "B") encumbering Parcel 2 in the amount of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00), concurrent with the closing

on Parcel 1. Should the City determine that the purchase of Parcel 2 is not possible within 15 months of the City's purchase of Parcel 1, the City shall seek reimbursement of the full amount paid for Parcel 1 from SELLER including executing on the Promissory Note and Deed of Trust on Parcel 2. SELLER and City agree that all other applicable terms of this Agreement for the purchase of Parcel 1 shall apply to the purchase of Parcel 2. Should the promissory note of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00) be paid back to the City, the parcel ownership and title reverts back to Doug Buys Utah Homes, LLC.

12. Representations: City declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by SELLER or SELLER'S agent, as to its location, value, future value or zoning.
13. 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.
14. Entire Agreement: The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

**DOUG BUYS UTAH HOMES, LLC**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**MORGAN CITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
STEVE GALE, Chair

ATTEST:

\_\_\_\_\_  
DENISE WOODS, Agency Secretary



STATE OF UTAH                    )  
  : ss.  
COUNTY OF MORGAN            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me ROBERT WICKLIFFE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of Doug Buys Utah Homes, LLC, and that said document was signed by him in behalf of Doug Buys Utah Homes, LLC, and ROBERT WICKLIFFE acknowledged to me that Doug Buys Utah Homes, LLC executed the same.

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

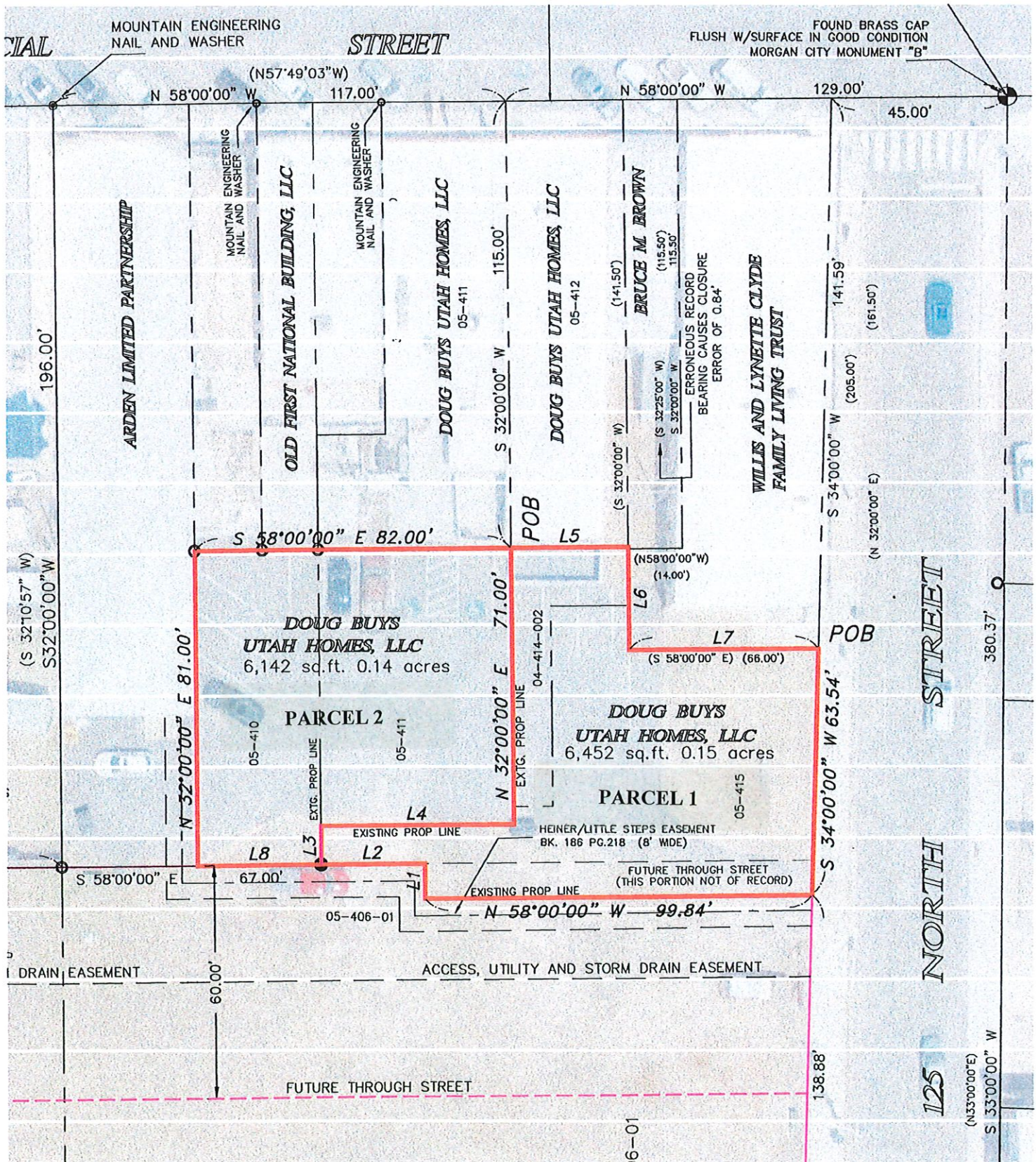
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires



**ATTACHMENT "A"**





**ATTACHMENT "A"**

**MAP AND LEGAL DESCRIPTION FOR PARCEL 1**

**BOUNDARY DESCRIPTION**

**PARCEL NUMBER: 00-0004-5094    SERIAL NUMBER: 05-415**

**PARCEL NUMBER: 00-0004-5078    SERIAL NUMBER: 04-414-002**

BOUNDARY DESCRIPTION    SERIAL NO. 04-414-002    SERIAL NO. 05-415 (COMBINED)  
A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4  
NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY,  
MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

THENCE SOUTH 34°00'00" WEST 63.54 FEET ALONG SAID NORTHWESTERLY LINE;  
THENCE NORTH 58°00'00" WEST 99.84 FEET;  
THENCE NORTH 32°00'00" EAST 9.00 FEET;  
THENCE NORTH 58°00'00" WEST 27.00 FEET;  
THENCE NORTH 32°00'00" EAST 10.00 FEET;  
THENCE SOUTH 58°00'00" EAST 50.00 FEET;  
THENCE NORTH 32°00'00" EAST 71.00 FEET;  
THENCE SOUTH 58°00'00" EAST 30.00 FEET;  
THENCE SOUTH 32°00'00" WEST 26.50 FEET;  
THENCE SOUTH 58°00'00" EAST 49.06 FEET TO THE POINT OF BEGINNING;

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

**ATTACHMENT "A"**

**MAP AND LEGAL DESCRIPTION FOR PARCEL 2**

**INCLUDES THE FOLLOWING PARCELS OF PROPERTY**

PARCEL NUMBER: 00-0004-5087    SERIAL NUMBER: 05-411

PARCEL NUMBER: 00-0004-5029    SERIAL NUMBER: 05-410

**INCLUDES THE BOTTOM PORTION OF PARCEL NUMBER: 04-0004-5087 SERIAL  
NUMBER: 05-411**

IN SEC 36, T4N, R2E, SLB&M. BEG 129.0 FT N 57\*29' W OF MON "B" M.C.S. TH N 57\*29' W 32.0 FT; TH S 32\*31' W 85.5 FT; TH N 57\*29' W 18.0 FT; TH S 32\*31' W 100.5 FT; TH S 57\*29' E 50.0 FT; TH N 32\*31' E 186.0 FT TO BEG. CONT 0.18 AC, M. OR L. SUBJ TO THAT CERTAIN R. OF W & PIPELINE EASE RECORDED AS ENTRY #63944 BK 96 PG 11.

**INCLUDES ALL OF PARCEL NUMBER: 00-0004-5029 SERIAL NUMBER: 05-410**

IN SEC 36, T4N, R2E, SLB&M. BEG 179.0 FT N 58\* W & 115.0 FT S 32\* W FRM MON "B" MCS; TH S 32\* W 81.0 FT; TH N 58\* W 32.0 FT; TH N 32\* E 81.0 FT; TH S 58\* E 32.0 FT THE BEG. CONT 0.06 AC, M. OR L.

**ATTACHMENT "B"**  
**TRUST DEED NOTE FOR PARCEL 2**

## TRUST DEED

### WHEN RECORDED, MAIL TO:

Morgan City Redevelopment Agency  
Attn: City Manager  
90 W. Young Street  
Morgan, Utah 85040

This TRUST DEED is hereby made this \_\_\_\_\_ day of February, 2024, by and between Doug Buys Utah Homes, LLC (owners, Robert and Karen Wickliffe), as Trustor(s), whose address is 826 Vista Dr, South Ogden UT 84403, and Gary R. Crane, Morgan City Attorney, as Trustee, and Morgan City Redevelopment Agency as Beneficiary.

Trustor hereby conveys and warrants to Trustee in trust, with power of sale, the following described property situated in Morgan County, Utah:

Approximately 6,142 sq ft near the intersection of 125 N and 425 E in Morgan City. Two parcels: Serial No. 05-410 and Serial No. 05-411 also shown as "Parcel 2" in Attachment "A."

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto now or hereafter used or enjoyed with said property, or any part thereof, for the purpose of securing payment of the indebtedness evidenced by a Trust Deed Note of even date herewith, in the principal sum of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00), payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and payment of any sums expended or advanced by Beneficiary to protect the security hereof.

Trustor agrees to pay all taxes and assessments on the above property, to pay all charges and assessments on water, services and utilities used on or with said property, not to commit waste, to maintain adequate insurance on all improvements on said property, to pay all costs and expenses of collection, including Trustee's and attorney's fees in the event of default in payment of the indebtedness secured hereby and to pay reasonable Trustee's fees for any services performed by Trustee hereunder, including a reconveyance hereof.

The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

BY TRUSTOR: \_\_\_\_\_

OFFICER/REPRESENTATIVE: \_\_\_\_\_ (print)

\_\_\_\_\_  
\_\_\_\_\_ (sign)

STATE OF UTAH                    )  
  : ss.  
COUNTY OF MORGAN            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me ROBERT WICKLIFFE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of Doug Buys Utah Homes, LLC, and that said document was signed by him in behalf of Doug Buys Utah Homes, LLC, and ROBERT WICKLIFFE acknowledged to me that Doug Buys Utah Homes, LLC executed the same.

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

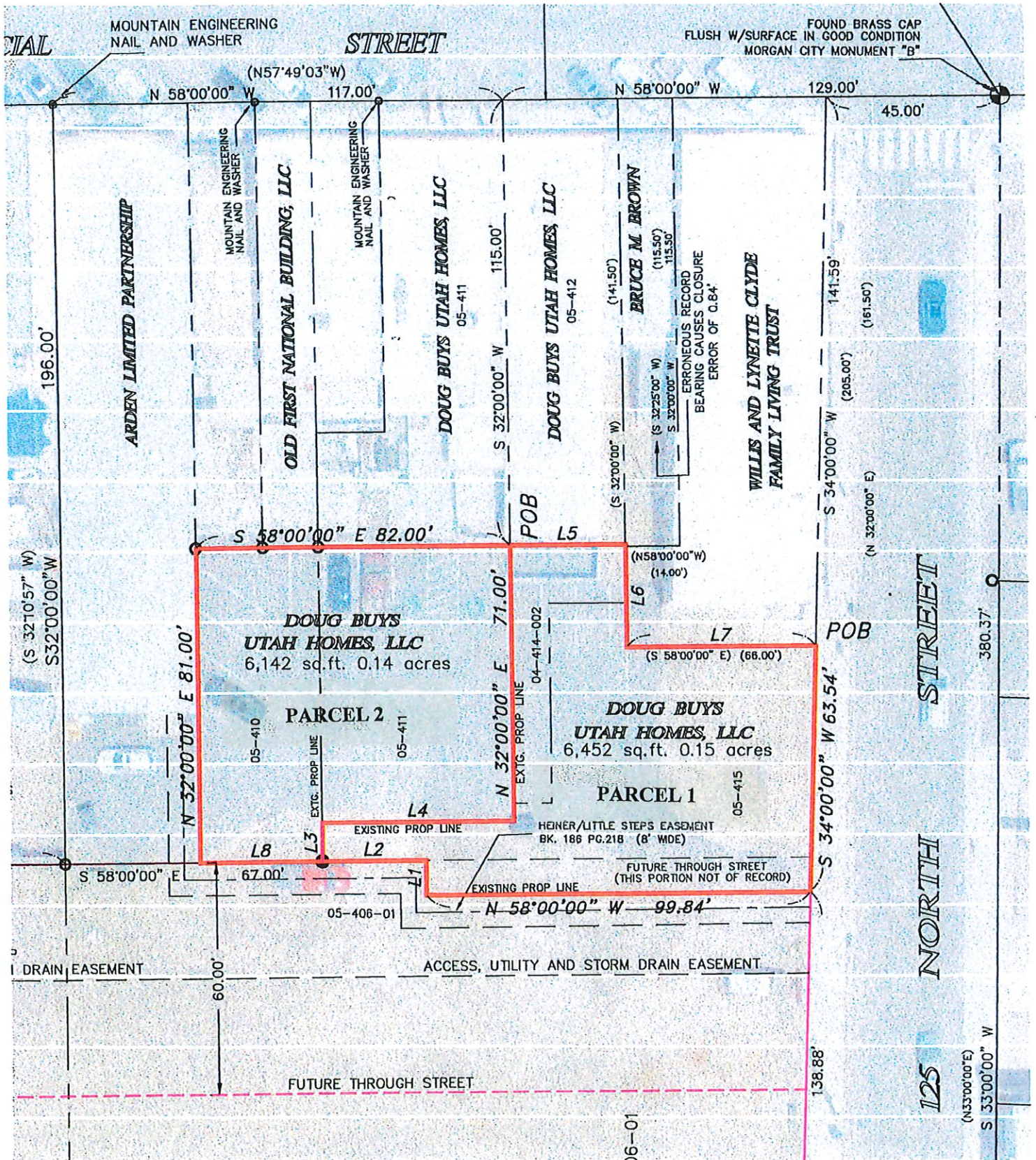
\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires



# ATTACHMENT "A"





**ATTACHMENT "A"**

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**INCLUDES THE FOLLOWING PARCELS OF PROPERTY**

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**INCLUDES ALL OF PARCEL NUMBER: 00-0004-5029 SERIAL NUMBER: 05-410**

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## TRUST DEED NOTE

**DO NOT DESTROY. When paid, this note, with Trust Deed securing the same, must be surrendered to Trustee for cancellation before reconveyance will be made.**

For value received, Doug Buys Utah Homes, LLC, the undersigned, jointly and severally, on this \_\_\_\_\_ day of February, 2024 ("Effective Date") promise to pay to the order of Morgan City Redevelopment Agency, the total sum of One Hundred Six Thousand Seven Hundred Dollars (\$106,700.00) ("Amount Due"). No interest shall be due provided the Amount Due above is paid in full within Fifteen (15) months from the \_\_\_\_ day of February, 2024. Interest shall begin to accrue on the Amount Due or any portion thereof which remains unpaid on the 181<sup>st</sup> day from the Effective Date at the rate of 10% per annum on the unpaid principal.

Payments made shall be applied first to accrued interest and the balance to the reduction of principal. In the event that the Amount Due, accrued interest or any portion thereof remains unpaid five years from the Effective Date, the holder of this Trust Deed Note may, at its option and without notice or demand, declare the entire principal balance and accrued interest due and payable.

If this Trust Deed Note is collected by an attorney after default in payment, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this Trust Deed Note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this Trust Deed Note, and to the release of any security, or any part thereof, with or without substitution.

This Trust Deed Note is secured by a Trust Deed of even date herewith.

AGREED TO AND ACCEPTED:

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

STATE OF UTAH                    )  
  : ss.  
COUNTY OF MORGAN            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me ROBERT WICKLIFFE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of Doug Buys Utah Homes, LLC, and that said document was signed by him in behalf of Doug Buys Utah Homes, LLC, and ROBERT WICKLIFFE acknowledged to me that Doug Buys Utah Homes, LLC executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires

Mail filed copy to:

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

### **WARRANTY DEED**

**DOUG BUYS UTAH HOMES, LLC**, GRANTOR(S), 103 Commercial Street, #203, Morgan, County of Morgan, State of Utah, hereby **CONVEY and WARRANT** to **MORGAN CITY REDEVELOPMENT AGENCY**, GRANTEE(S), of 90 West Young Street, Morgan, Utah, County of Morgan, State of Utah, for the sum of Ten Dollars (\$10.00) and/or other valuable consideration, the following described tract of land in Morgan County, State of Utah:

Any interest in the following described property:

#### **BOUNDARY DESCRIPTION**

**PARCEL NUMBER: 00-0004-5094 SERIAL NUMBER: 05-415**  
**PARCEL NUMBER: 00-0004-5078 SERIAL NUMBER: 04-414-002**

BOUNDARY DESCRIPTION SERIAL NO. 04-414-002 SERIAL NO. 05-415 (COMBINED)  
A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, MORGAN CITY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

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

THENCE SOUTH 34°00'00" WEST 63.54 FEET ALONG SAID NORTHWESTERLY LINE;  
THENCE NORTH 58°00'00" WEST 99.84 FEET;  
THENCE NORTH 32°00'00" EAST 9.00 FEET;  
THENCE NORTH 58°00'00" WEST 27.00 FEET;  
THENCE NORTH 32°00'00" EAST 10.00 FEET;  
THENCE SOUTH 58°00'00" EAST 50.00 FEET;  
THENCE NORTH 32°00'00" EAST 71.00 FEET;  
THENCE SOUTH 58°00'00" EAST 30.00 FEET;  
THENCE SOUTH 32°00'00" WEST 26.50 FEET;  
THENCE SOUTH 58°00'00" EAST 49.06 FEET TO THE POINT OF BEGINNING;

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

WITNESS the hand of said Grantor(s), this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

GRANTOR(S)

\_\_\_\_\_  
ROBERT WICKLIFFE  
Doug Buys Utah Homes, LLC

STATE OF UTAH                    )  
  : ss.  
COUNTY OF MORGAN         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me ROBERT WICKLIFFE, proven on the basis of satisfactory evidence, and who by me duly sworn, did say that he is the Authorized Person of Doug Buys Utah Homes, LLC, and that said document was signed by him in behalf of Doug Buys Utah Homes, LLC, and ROBERT WICKLIFFE acknowledged to me that Doug Buys Utah Homes, LLC executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
My Commission Expires

The Warranty Deed signed by ROBERT WICKLIFFE, Doug Buys Utah Homes, LLC, dated the \_\_\_\_ day of \_\_\_\_\_, 2024, has been accepted by Morgan City on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
STEVE GALE, Mayor

ATTEST:

\_\_\_\_\_  
DENISE WOODS, City Recorder

STATE OF UTAH                    )  
  : ss.  
COUNTY OF DAVIS            )

On the \_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me STEVE GALE, who duly acknowledged to me that he is the MAYOR of MORGAN CITY, and that the document was signed by him in behalf of said corporation, and STEVE GALE acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

