

**NOTICE OF MEETING TO BE HELD IN PUBLIC AND EXECUTIVE SESSION
OF THE MORGAN COUNTY COUNCIL
TUESDAY, OCTOBER 6, 2020
6:00 P.M.
MORGAN COUNTY COURTHOUSE
48 WEST YOUNG STREET
MORGAN, UTAH**

AGENDA

**6:00 Call to Order
Prayer & Pledge
Approval of Agenda
Approval of Minutes
Declare Conflicts of Interest
Public Comment Period**

Business –

- 1) Discussion/Decision – Ratification of Hearing Officer’s Recommendation on Board of Equalization Appeals and Adjustments
- 2) Gwen Rich – Discussion/Decision – Abate Taxes on two personal property accounts
- 3) Tina Cannon – Discussion/Decision – Recognition of the 2020 Mother of the Year – Morgan County and Mtn. Green
- 4) Haylie Hale – Discussion/Public Hearing/Decision – CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON August 27, 2020 – A proposed Amendment to MCC 8-2-1 Definitions of Words and Terms, 8-5C-1 Purpose, and 8-5C-3 Use Regulations – amending the commercial zone districts and commercial use table
- 5) Lance Evans – Discussion/Decision – CONTINUATION OF A PUBLIC MEETING FROM THE PLANNING COMMISSION ON September 10, 2020 – Elquist/Rindlesbach Plat Amendment – A proposed amendment to the Elquist Estates/Rindlesbach Minor Subdivision to adjust the lot line between lots 2B and 3A of Elquist Estates as well as transfer 2.14 acres from lot 3A to the Rindlesbach Minor Subdivision. Located at 1470 N and 1340 N Morgan Valley Drive
- 6) Lance Evans – Discussion/Public Hearing/Decision – CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON September 10, 2020 – A proposed amendment to the Future Land Use Map of approximately 6 acres going from Agriculture to Rural Residential. Located at approximately 2075 W Old Highway Road, Morgan, Utah
- 7) Discussion/Public Hearing/Decision – Wasatch Peaks Ranch owner request Morgan county hold a public hearing to consider whether the County should provide service to the Wasatch Peaks Ranch development. It is preference of the Owner to create two local districts rather than have the County Provide the Service.
- 8) Sarah Swan – Discussion/Decision – Request for approval of a policy outlining the process for contract approvals
- 9) Robert McConnell – Discussion/Decision – Ratification of County Council decision to declare State of Emergency arising from wind storm
- 10) Robert McConnell – Discussion/Decision – Ratification of County Council approval of bids to replace communications tower

ADJOURN

Note: The Council may vote to discuss certain matters in Executive/Closed Session pursuant to Utah Code Annotated §52-4-205. In accordance with the requirements of Utah Code Annotated §52-4-203 (2)(e)(f), the clerk records in the minutes the names of all citizens who appear and speak at the County Council meeting and the substance “in brief” of their comments. Such statements may include opinion or purported facts. The county does not verify the accuracy or truth of any statement but includes it as part of the record pursuant to state law. In compliance with the Americans with Disabilities Act, individuals needing accommodations (including auxiliary communicative aids and services) during this meeting should notify Stacy Netz Clark at (801)845-4011 at least 24 hours before this meeting. Agendas are also posted on the county web site at <http://www.morgan-county.net> under ‘Agendas & Notices’ and on the Utah Public Meeting Notice website at <http://www.utah.gov/pmn/index.html>.

Date Posted: 9/30/2020
Time Posted: 7:30 a.m.
Posted by: Stacy Netz Clark



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: _____

Time Requested: _____

Name: _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Ratification of Hearing Officer's Recommendation on Board of Equalization Appeals and Adjustments

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY

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

Property Owner: Clayton Pitcher

Serial Number: 01-HMEAD-0002

Account Number: 00-0085-4053

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$135,000.00			\$135,000.00
	LS01	\$50,400.00	\$15,000.00		\$35,400.00
Improvements	BR01	\$495,033.00			\$495,033.00
					\$0.00
Total Values		\$680,433.00	\$15,000.00	\$0.00	\$665,433.00
FINAL VALUE					\$665,433.00

Basis of Appeal:


Appellant can not get a CO due to the fact that the developer has not provided water to the lots, therefore they believe the value is \$0.

Assessor's Office Recommendation:

Home is 2019 year built, @94% complete. Because no other valuation information provided, our value is presumed correct. Peterson Pipeline would provide water to each lot for \$15,000 per lot, county recommendation would be market value less \$15,000 (cost to cure). \$665,433.

Hearing Officer's Recommendation:

Concur with Assessor Recommendation



Assessor's Signature

9-29-20

Date



Hearing Officer's Signature

9-29-2020

Date

Board Officer's Signature

Date

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

Property Owner: David Hansen
 Serial Number: 03-HIGHW-0012

Account Number: 00-0061-6530

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$119,646.00			\$119,646.00
	LS01	\$5,000.00			\$5,000.00
Improvements	BR01	\$465,930.00	\$250,576.00		\$215,354.00
					\$0.00
Total Values		\$590,576.00	\$250,576.00	\$0.00	\$340,000.00
FINAL VALUE					\$340,000.00

Basis of Appeal:

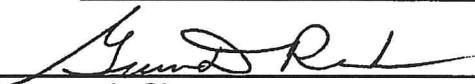
Effects of Mud Slide 2010-11

Assessor's Office Recommendation:

2011 Value adjusted to 85% of Market Value (stigma for landslide issues applied to entire subdivision)
 2014 MLS Sale \$215,000
 2015 BOE - Home value reduced based upon sales price. Home has problems with water/settling.
 2016 - Sale of home - \$339,000
 2020 removed all adjustments, value reflects market value. County is not sure of what mitigation has taken place. Market Values since 2014 in Morgan have increased 150-160% per WFMLS. County has no expertise in adjusting properties similar to this one.

Hearing Officer's Recommendation:

Recommend \$340,000 value based on structural issues caused by the sliding issues the house has.



 Assessor's Signature

9-29-20

 Date



 Hearing Officer's Signature

9-29-2020

 Date

 Board Officer's Signature

 Date

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

Property Owner: Gary W. Ivie

Serial Number: 03-ROLLR1-0112

Account Number: 00-0074-4341

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$110,400.00 \$0.00			\$110,400.00 \$0.00
Improvements	BR01	\$679,844.00	\$7,244.00		\$672,600.00 \$0.00
Total Values FINAL VALUE		\$790,244.00	\$7,244.00	\$0.00	\$783,000.00 \$783,000.00

Basis of Appeal:

Appellant submitted CMA, of comparables and chose a value less than the CMA

Assessor's Office Recommendation:

County prepared a CMA with better Comps (Location, Square Foot) Also a spreadsheet to better understand the comps and the adjustments. Recommended change to adjusted comparable within the same subdivision to a value of \$783k.

Hearing Officer's Recommendation:

Concur with Assessor Recommendation


Assessor's Signature

9-29-20
Date


Hearing Officer's Signature

9-29-2020
Date

Board Officer's Signature

Date

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

Property Owner: Larry Nance

Serial Number: 03-WOODH-0026

Account Number: 00-0068-2458

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$173,880.00			\$173,880.00
	LS01	\$500.00			\$500.00
Improvements	BR01	\$619,970.00			\$619,970.00
					\$0.00
Total Values		\$794,350.00	\$0.00	\$0.00	\$794,350.00
FINAL VALUE					\$794,350.00

Basis of Appeal:

Appellant believes the value is too high according to submitted comparables.

Assessor's Office Recommendation:

Review of the comparables, Appellant comps are not comparable (square footage, Location, year built) County prepared a spreadsheet of better comparables, which indicates a value higher than the assessment. recommend no change

Hearing Officer's Recommendation:

Stay at current value. Information provided by County supports what is happening in the subject property's neighborhood.



Assessor's Signature

9-29-20

Date



Hearing Officer's Signature

9-29-2020

Date

Board Officer's Signature

Date

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

Property Owner: Peterson House LLC

Serial Number: 01-HMEAD-0003

Account Number: 00-0085-4054

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$135,000.00			\$135,000.00
	LS01	\$47,400.00	\$15,000.00		\$32,400.00
Improvements	BR01	\$233,500.00			\$233,500.00
					\$0.00
Total Values		\$415,900.00	\$15,000.00	\$0.00	\$400,900.00
FINAL VALUE					\$400,900.00

Basis of Appeal:


Appellant can not get a CO due to the fact that the developer has not provided water to the lots, therefore the appellant believes the value is \$0.

Assessor's Office Recommendation:

Home is 2019 year built, @60% complete. Because no other valuation information provided, our value is presumed correct. Peterson Pipeline would provide water to each lot for \$15,000 per lot, county recommendation would be market value less \$15,000 (cost to cure). \$400,966

Hearing Officer's Recommendation:

Concur with Assessor Recommendation



Assessor's Signature

9-29-20

Date



Hearing Officer's Signature

9-29-2020

Date

Board Officer's Signature

Date

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

Property Owner: Ray Meyerhoffer
 Serial Number: 03-HIGHW-0023

Account Number: 00-0061-8775

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LR01	\$140,760.00			\$140,760.00 \$0.00
Improvements	BR01	\$524,874.00	\$299,034.00		\$225,840.00 \$0.00
Total Values FINAL VALUE		\$665,634.00	\$299,034.00	\$0.00	\$366,600.00 \$366,600.00

Basis of Appeal:

water/settling issues/mud slide


Assessor's Office Recommendation:

2020 detailed review removed all adjustments, value reflects market value with no adjustment for mud slide.

 County is not familiar enough with these type of properties, especially with what mitigation has been done and how it effects current market value.

Hearing Officer's Recommendation:

Market values in the Mountain Green area have increased 1.41 % overall from 2015 to 2020 according to WFMLS sales. If we take 2015 total value of \$260,000 x 1.41%, this computes to \$366,600.



 Assessor's Signature

9-29-20

 Date



 Hearing Officer's Signature

9-29-2020

 Date

 Board Officer's Signature

 Date

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

Property Owner: Soderby (Duane Johnson)
 Serial Number: Various

Account Number: Various

Property Type	Code	2020 Value	2020 Decrease	2020 Increase	Amended New Value
Land/FAA	LG01	\$13,372,400.00			\$13,372,400.00 \$0.00
Improvements					\$0.00 \$0.00
Total Values FINAL VALUE		\$13,372,400.00	\$0.00	\$0.00	\$13,372,400.00 \$13,372,400.00

Basis of Appeal:

Same and 2019 appeal - Same four sales presented.

Assessor's Office Recommendation:

Based upon Appraisal

Hearing Officer's Recommendation:

No change to value - Recommend values based on appraisal for 2019 tax year. Information in appraisal accounted for the challenges in developing the property adequately.


 Assessor's Signature

9-29-20
 Date


 Hearing Officer's Signature

9-29-2020
 Date

Board Officer's Signature

Date

2020 BOE Adjustments

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change	Comments
Merrily Kulmer Trust	00-0000-7144	01-003-173	BS01	91675	91675	0	0	-91675	-91675	Change from non-primary to primary/ redid home on cost
Merrily Kulmer Trust	00-0000-7144	01-003-173	LH02	119232	119232	0	0	-119232	-119232	Change from non-primary to primary/ redid home on cost
Merrily Kulmer Trust	00-0000-7144	01-003-173	BR01	0	0	99199	54559	99199	54559	Change from non-primary to primary/ redid home on cost
Merrily Kulmer Trust	00-0000-7144	01-003-173	LH01	0	0	120000	66000	120000	66000	Change from non-primary to primary/ redid home on cost
Merrily Kulmer Trust	00-0000-7144	01-003-173	BA01	38700	38700	37760	37760	-940	-940	Redid on PUMA costs
Marvin Reynolds	00-0000-8100	01-003-231-05	LG01	4600	500	0	0	-4600	-500	Removed from Greenbelt
Marvin Reynolds	00-0000-8100	01-003-231-05	LS02	0	0	4600	4600	4600	4600	Removed from Greenbelt
Jaxon Hansen	00-0000-9835	01-003-333-03	BS01	165248	165248	0	0	-165248	-165248	Change from non-primary to primary/ redid home on cost
Jaxon Hansen	00-0000-9835	01-003-333-03	LS05	132000	132000	0	0	-132000	-132000	Change from non-primary to primary/ redid home on cost
Jaxon Hansen	00-0000-9835	01-003-333-03	BR01	0	0	177490	97620	177490	97620	Change from non-primary to primary/ redid home on cost
Jaxon Hansen	00-0000-9835	01-003-333-03	LR01	0	0	132000	72600	132000	72600	Change from non-primary to primary/ redid home on cost
David W. Holmes II	00-0001-1039	01-003-409-05	BR01	253540	139447	0	0	-253540	-139447	Fix coding error - should be non-primary
David W. Holmes II	00-0001-1039	01-003-409-05	BS01	0	0	253540	253540	253540	253540	Fix coding error - should be non-primary
David W. Holmes II	00-0001-1039	01-003-409-05	LS05	143078	143078	144000	144000	922	922	Fix land value
DM Iverson	00-0001-1179	01-003-410-09	BR01	40000	22000	0	0	-40000	-22000	Change to Non-Primary status
DM Iverson	00-0001-1179	01-003-410-09	LR01	143078	78693	0	0	-143078	-78693	Change to Non-Primary status
DM Iverson	00-0001-1179	01-003-410-09	BS03	0	0	37991	37991	37991	37991	Change to Non-Primary status
DM Iverson	00-0001-1179	01-003-410-09	LF01	0	0	144000	144000	144000	144000	Change to Non-Primary status
Bohman Ranch	00-0001-3688	03-004-118	LH01	99360	54648	120000	66000	20640	11352	Fixed land value error
Giles Family Trust	00-0001-5972	01-004-224-04	BA01	1820	1820	0	0	-1820	-1820	Building on wrong parcel
Lee Nelson	00-0001-6673	01-004-272	LG01	91908	147	111000	147	19092	0	Fixed land value error
Jed McMillan	00-0001-7812	01-004-334-01	LR03	78840	43362	0	0	-78840	-43362	Fixed land value error
Jed McMillan	00-0001-7812	01-004-334-01	LR01	0	0	120000	66000	120000	66000	Fixed land value error
Tyler Henderson	00-0002-5203	01-004-763	BS01	185103	185103	0	0	-185103	-185103	Change from non-primary to primary/ redid home on cost
Tyler Henderson	00-0002-5203	01-004-763	LS05	97978	97978	0	0	-97978	-97978	Change from non-primary to primary/ redid home on cost
Tyler Henderson	00-0002-5203	01-004-763	BR01	0	0	188335	103584	188335	103584	Change from non-primary to primary/ redid home on cost
Tyler Henderson	00-0002-5203	01-004-763	LR01	0	0	98400	54120	98400	54120	Change from non-primary to primary/ redid home on cost
Tyson Preece	00-0002-7969	02-005-131-03	BR06	29200	16060	0	0	-29200	-16060	Changed coding on shop to non-primary
Tyson Preece	00-0002-7969	02-005-131-03	BC11	0	0	59495	59495	59495	59495	Also fixed year built error
Max Robinson Trust	00-0003-4494	03-005-066-01	LS02	63728	63728	88249	88249	24521	24521	Fixed land value error
Jeff Clark	00-0003-7281	03-MV1-0024	BS01	263931	263931	0	0	-263931	-263931	Change from non-primary to primary
Jeff Clark	00-0003-7281	03-MV1-0024	LS05	115920	115920	0	0	-115920	-115920	Change from non-primary to primary
Jeff Clark	00-0003-7281	03-MV1-0024	BR01	0	0	263931	145162	263931	145162	Change from non-primary to primary
Jeff Clark	00-0003-7281	03-MV1-0024	LR01	0	0	115920	63756	115920	63756	Change from non-primary to primary
Mathew Bowers	00-0003-9162	04-100	BS01	67390	67390	0	0	-67390	-67390	Change from non-primary to primary/ redid home on cost
Mathew Bowers	00-0003-9162	04-100	LS05	87501	87501	0	0	-87501	-87501	Change from non-primary to primary/ redid home on cost
Mathew Bowers	00-0003-9162	04-100	BR01	0	0	77421	42582	77421	42582	Change from non-primary to primary/ redid home on cost
Mathew Bowers	00-0003-9162	04-100	LR01	0	0	87501	48126	87501	48126	Change from non-primary to primary/ redid home on cost
Jared Brooks	00-0004-4857	04-392	BR05	143884	79136	159430	87687	15546	8551	Brought home to cost in PUMA
Jared Brooks	00-0004-4857	04-392	LR03	56635	31149	70421	38732	13786	7583	Fixed land value error

2020 BOE Adjustments

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change	Comments
Brian Painter	00-0005-2330	01-BY1-0002	BR01	185919	102255	0	0	-185919	-102255	Change to Non-Primary status
Brian Painter	00-0005-2330	01-BY1-0002	LR01	119232	65578	0	0	-119232	-65578	Change to Non-Primary status
Brian Painter	00-0005-2330	01-BY1-0002	BS01	0	0	189026	189026	189026	189026	Change to Non-Primary status
Brian Painter	00-0005-2330	01-BY1-0002	LS05	0	0	120000	120000	120000	120000	Change to Non-Primary status
Brian Painter	00-0005-2330	01-BY1-0002	LS02	24255	24255	32340	32340	8085	8085	Revalued land
Wells Robinson	00-0005-3817	03-MR1-0001	BS04	0	0	14140	14140	14140	14140	Shop value on THIS parcel
Wells Robinson	00-0005-3817	03-MR1-0001	BR01	185414	101978	172086	94647	-13328	-7331	Removed shop value from home
Julie Ferrin	00-0005-4211	04-IE6-0059	BS01	299696	299696	0	0	-299696	-299696	Change from non-primary to primary/ redid home on cost
Julie Ferrin	00-0005-4211	04-IE6-0059	LS05	108675	108675	0	0	-108675	-108675	Change from non-primary to primary/ redid home on cost
Julie Ferrin	00-0005-4211	04-IE6-0059	BR01	0	0	357629	196696	357629	196696	Change from non-primary to primary/ redid home on cost
Julie Ferrin	00-0005-4211	04-IE6-0059	LR01	0	0	108675	59771	108675	59771	Change from non-primary to primary/ redid home on cost
Brett Ertmann	00-0060-2670	01-SUMR2-0001	LR03	86400	47520	120000	66000	33600	18480	Fixed land value error
Wells Robinson	00-0061-4220	03-005-066-02-2	BS04	14907	14907	0	0	-14907	-14907	Shop valued on another parcel
Neal Reese	00-0065-4319	06-QUAIL1-0060	BR01	150228	82625	158255	87040	8027	4415	Changed characteristics that were in error
Jonathan Wall	00-0065-4561	06-QUAIL1-0061	BS01	150228	150228	0	0	-150228	-150228	Changed classification and characteristics
Jonathan Wall	00-0065-4561	06-QUAIL1-0061	BR01	0	0	158255	87040	158255	87040	Changed classification and characteristics
Jonathan Wall	00-0065-4561	06-QUAIL1-0061	LS05	43750	43750	0	0	-43750	-43750	Changed classification and characteristics
Jonathan Wall	00-0065-4561	06-QUAIL1-0061	LR01	0	0	43750	24063	43750	24063	Changed classification and characteristics
Dorn Van Antwerp	00-0072-3957	03-HA1-0001-A	BR01	261911	144051	0	0	-261911	-144051	Change to Non-Primary status
Dorn Van Antwerp	00-0072-3957	03-HA1-0001-A	LR01	125000	68750	0	0	-125000	-68750	Change to Non-Primary status
Dorn Van Antwerp	00-0072-3957	03-HA1-0001-A	BS01	0	0	261911	261911	261911	261911	Change to Non-Primary status
Dorn Van Antwerp	00-0072-3957	03-HA1-0001-A	LS05	0	0	125000	125000	125000	125000	Change to Non-Primary status
Brad Dorton	00-0074-9466	01-MTNR-0001	BR01	144626	79544	0	0	-144626	-79544	Change to Non-Primary status
Brad Dorton	00-0074-9466	01-MTNR-0001	LR01	110290	60660	0	0	-110290	-60660	Change to Non-Primary status
Brad Dorton	00-0074-9466	01-MTNR-0001	BS01	0	0	144626	144626	144626	144626	Change to Non-Primary status
Brad Dorton	00-0074-9466	01-MTNR-0001	LS05	0	0	111000	111000	111000	111000	Change to Non-Primary status
Aspen Meadow Lane	00-0077-5359	03-ASPM1-0009	BS01	209119	209119	0	0	-209119	-209119	Change from non-primary to primary
Aspen Meadow Lane	00-0077-5359	03-ASPM1-0009	LS05	40250	40250	0	0	-40250	-40250	Change from non-primary to primary
Aspen Meadow Lane	00-0077-5359	03-ASPM1-0009	BR01	0	0	209119	115015	209119	115015	Change from non-primary to primary
Aspen Meadow Lane	00-0077-5359	03-ASPM1-0009	LR01	0	0	40250	22138	40250	22138	Change from non-primary to primary
Chad Willis	00-0080-4900	03-ASPM1-0005-A	BS01	212210	212210	0	0	-212210	-212210	Change from non-primary to primary
Chad Willis	00-0080-4900	03-ASPM1-0005-A	LS01	40250	40250	0	0	-40250	-40250	Change from non-primary to primary
Chad Willis	00-0080-4900	03-ASPM1-0005-A	BR01	0	0	212210	116716	212210	116716	Change from non-primary to primary
Chad Willis	00-0080-4900	03-ASPM1-0005-A	LR01	0	0	40250	22138	40250	22138	Change from non-primary to primary
Brandon Love	00-0085-2982	01-YORKF-0002	BS01	333813	333813	0	0	-333813	-333813	Change from non-primary to primary
Brandon Love	00-0085-2982	01-YORKF-0002	LS05	120000	120000	0	0	-120000	-120000	Change from non-primary to primary
Brandon Love	00-0085-2982	01-YORKF-0002	BR01	0	0	333813	183597	333813	183597	Change from non-primary to primary
Brandon Love	00-0085-2982	01-YORKF-0002	LR01	0	0	120000	66000	120000	66000	Change from non-primary to primary
Giles Family Trust	00-0001-5998	01-004-224-06	BA01	0	0	23119	23119	23119	23119	Picked up ag building that was not assessed
Giles Family Trust	00-0001-5998	01-004-224-06	LG01	50420	668	142250	668	91830	0	Revalued land
K & C Jensen Family Trust	00-0086-5361	01-EE1-0001-2	LG01	313610	3062	334250	3062	20640	0	Fixed land value error
Kern River Pipeline	90-0000-0660	01-11971419-007-PCA	PU01	18553556	18553556	17679209	17679209	-874347	-874347	Per STC directive
Doug Brown	85-4391	04-MILLRC-0001	BR01	158181	87000	158610	87236	429	236	Fixed error in SF
Doug Brown	85-4392	04-MILLRC-0002	BR01	166246	91435	156354	85995	-9892	-5440	Fixed error in SF
Doug Brown	85-4393	04-MILLRC-0003	BR01	294779	162128	190027	104515	-104752	-57613	Fixed error in SF
Doug Brown	85-4394	04-MILLRC-0004	BR01	192836	106060	190027	104515	-2809	-1545	Fixed error in SF

2020 BOE Adjustments

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change	Comments		
Chaston Trust	00-0003-7240	03-MV1-0020	BS01	228917	228917	0	0	-228917	-228917	Change from non-primary to primary		
Chaston Trust	00-0003-7240	03-MV1-0020	BR01	0	0	228917	125904	228917	125904	Change from non-primary to primary		
Chaston Trust	00-0003-7240	03-MV1-0020	LS05	115920	115920	0	0	-115920	-115920	Change from non-primary to primary		
Chaston Trust	00-0003-7240	03-MV1-0020	LR01	0	0	115920	63756	115920	63756	Change from non-primary to primary		
Vincent Heyd	00-0073-6180	01-STAGE-0002	BS03	224282	224282	0	0	-224282	-224282	Change from non-primary to primary		
Vincent Heyd	00-0073-6180	01-STAGE-0002	LS05	120000	120000	0	0	-120000	-120000	Change from non-primary to primary		
Vincent Heyd	00-0073-6180	01-STAGE-0002	BR01	0	0	224282	123355	224282	123355	Change from non-primary to primary		
Vincent Heyd	00-0073-6180	01-STAGE-0002	LR01	0	0	120000	66000	120000	66000	Change from non-primary to primary		
Vincent Heyd	00-0073-6180	01-STAGE-0002	LF01	114240	114240	0	0	-114240	-114240	Changed coding from rec to res		
Vincent Heyd	00-0073-6180	01-STAGE-0002	LS01	0	0	114240	114240	114240	114240	Changed coding from rec to res		
Daniel & Connie North	00-0086-4040	01-WHITE-0033	LS02	165000	165000	110000	110000	-55000	-55000	Submitted closing documents		
Levi Dickson	00-0077-6598	01-REES1A-0006	BR01	690218	379620	650480	357764	-39738	-21856	Adjusted submitted appraisal		
Dustin Dayton	00-0083-3667	03-SRID-4006	BR01	887635	488199	807000	443850	-80635	-44349	Adjusted submitted appraisal		
Joshua Bond	00-0077-9513	03-FOXHOLA-0016	BR01	1224636	673550	763620	419991	-461016	-253559	Adjusted submitted appraisal		
Drennan Trust (Dicou)	00-0073-4937	04-WASH2-0037	BR01	466036	256320	399037	219470	-66999	-36850	Based upon submitted appraisal		
Tad Rasmussen	00-0073-6424	03-COHILL-0014	BR01	665882	366235	645000	354750	-20882	-11485	Based upon submitted appraisal		
Blake Rich	00-0000-7391	01-003-189	BA01	43803	43803	31056	31056	-12747	-12747	Adjusted value based upon construction cost		
Kirt Heywood	00-0073-4946	01-WASH2-0046	BR01	279654	153810	262943	144619	-16711	-9191	Based upon submitted appraisal		
Jacob Allred	00-0073-6478	03-COHILL-0068	BR01	636256	349941	593041	326173	-43215	-23768	Fixed errors in finish of home		
Brent Maxwell	00-0069-1441	04-WASH1-0022	BR01	360098	198054	327197	179958	-32901	-18096	Based upon submitted appraisal		
John Merrett	00-0003-2894	02-RH2-0033	BR01	350425	192734	306231	168427	-44194	-24307	Adjusted quality based upon visual		
Todd Larson	00-0069-0037	04-WASH1-0008	BR01	293363	161350	266010	146306	-27353	-15045	Based upon submitted appraisal		
Troy Weeks	00-0058-0223	03-TP2-0042	BR01	627964	345380	487871	268329	-140093	-77051	Revised based upon submitted CMA		
The parcels listed above have had Board of Equalization adjustments made.												
These changes need to be approved by the Morgan County Council												
Signed by _____												
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Morgan County Council Chair</td> <td style="width: 50%; border: none;">Date</td> </tr> </table>											Morgan County Council Chair	Date
Morgan County Council Chair	Date											

2020 BOE Adjustments - Hearings held

Name	Parcel	Serial	Code	Old Market Value	Old Taxable Value	New Market Value	New Taxable Value	Market Value Change	Taxable Value Change	Comments
Larry Nance	00-0068-2458	03-WOODH-0226	BR01	619970	340984	619970	340984	0	0	No change recommended
Peterson Homs LLC (D. Pitcher)	00-0085-4054	01-HMEAD-0003	LS01	47400	47400	32400	32400	-15000	-15000	Change based upon \$ amount to acquire water
Clayton Pitcher	00-0085-4053	01-HMEAD-0002	LS01	50400	50400	35400	35400	-15000	-15000	Change based upon \$ amount to acquire water
Gary Ivie	00-0074-4341	03-ROLLR1-0112	BR01	679844	373914	672600	369930	-7244	-3984	Adjusted submitted CMA
David Hansen	00-0061-6530	03-HIGHW-0012	BR01	465930	256262	215354	118445	-250576	-137817	landslide/settling/flood issues
Ray Meyerhoffer	00-0061-8775	03-HIGHW-0023	BR01	524874	288681	225840	124212	-299034	-164469	landslide/settling/flood issues
Soderby (Duane Johnson)	00-0003-3876	03-005-040-01	LG01	2510000	N/A	2510000	N/A	0	N/A	No change to value - Hearing officer upheld Assessor's appraisal.
Soderby (Duane Johnson)	00-0005-4930	03-005-048-10	LG01	3207400	N/A	3207400	N/A	0	N/A	
Soderby (Duane Johnson)	00-0004-8031	03-005-051-01	LG01	5080000	N/A	5080000	N/A	0	N/A	
Soderby (Duane Johnson)	00-0004-8023	03-005-045-03	LG01	150000	N/A	150000	N/A	0	N/A	
Soderby (Duane Johnson)	00-0003-4197	03-005-048-04	LG01	95000	N/A	95000	N/A	0	N/A	
Soderby (Duane Johnson)	00-0003-4163	03-005-048	LG01	1610000	N/A	1610000	N/A	0	N/A	
Soderby (Duane Johnson)	00-0003-3884	03-005-040-02	LG01	720000	N/A	720000	N/A	0	N/A	

The parcels listed above were reviewed at the Morgan County Board of Equalization
 The Hearing officer has made recommendations to value adjustments as indicated.

These changes need to be ratified by the Morgan County Council

Approved
 Not Approved

Signed by _____ Date _____
 Morgan County Council Chair

Morgan County

Agenda Item Request Form

All Agenda items and any back-up materials need to be submitted to the Clerk's Office by Tuesday at NOON in order to be on the following Tuesday's Agenda.

Documentation must be submitted with this form or the Appointment will not be scheduled until the next meeting.

COUNCIL MEETING DATE: 7-Oct-20

NAME: Gwen Rich Associated County Department: Morgan Co. Assessor

ADDRESS: _____

PHONE NUMBER(S): _____ (cell) 801-845-4000 (work) _____ (fax)

EMAIL: grich@morgan-county.net

PURPOSE FOR THE APPOINTMENT (BE SPECIFIC) Abate taxes on two personal property accounts

WILL YOUR APPOINTMENT BE FOR : Discussion Decision Both

TIME ALLOTMENT REQUESTED: _____

What action have you taken/who have you contacted prior to this?

Official Action Requested:
Abate taxes on two personal property accounts (see attached word document)



Mail to: Morgan County Clerk
PO Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176

9/22/20

Dear Council:

We have two Personal Property accounts this year that do not warrant collection. They do not own real property, to which we can attach the amounts owing, and they are out of business at this time.

GLC Contractors LLC

Grayson Charlton

5920 Sage Crest Rd.

Morgan UT 84050

Amount owing: \$51.86

PSC Contractors LLC

Payton Charlton

670 Weber Dr.

Morgan UT 84050

Amount owing: \$51.86

Both amounts consist of an estimated \$2000 in property, plus penalty and interest.

We have been unsuccessful in contacting the owners, and after repeated billing they have not paid. After speaking with family members, it was indicated they are no longer working for the contractor who had made them get a business license in their names, even though they were using his tools and equipment.

We recommend your approval to "write-off" these amounts due.

Sincerely,



Gwen D. Rich

Morgan County Assessor

11.22.3 Procedure to "Write-Off" Taxes If the assessor/treasurer determines that a personal property tax should be written off, these steps are recommended: • Petition the county governing body to abate the taxes; and • Adjust the personal property assessment rolls to "zero out" the uncollectible taxes.

Approved Yes _____ No _____

Signed by Council representative _____



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Netz Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829-6716
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: _____

Time Requested: _____

Name: Tina Cannon _____

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Recognition of the 2020 Mother of the Year Morgan County and Mtn. Green

WILL YOUR AGENDA ITEM BE FOR:

- DISCUSSION
- DECISION
- BOTH
- INFORMATION ONLY



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date:	<u>October 6, 2020</u>	Time Requested:	<u>10min</u>
Name:	<u>Haylie Hale</u>	Phone:	<u>801-845-4015</u>
Address:	<u>48 W Young Street</u>		
Email:	<u>hhale@morgan-county.net</u>	Fax:	<u></u>
Associated County Department:	<u>Planning and Development Services</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON August 27, 2020** Discussion/Public Hearing/Decision: A proposed Amendment to MCC 8-2-1 Definitions of Words and Terms, 8-5C-1 Purpose, and 8-5C-3 Use Regulations – amending the commercial zone districts and commercial use table.**

WILL YOUR AGENDA ITEM BE FOR:

**DISCUSSION
DECISION
BOTH
INFORMATION ONLY**

X



PLANNING & DEVELOPMENT

**COUNTY COUNCIL
STAFF REPORT**
October 6, 2020

Public Hearing

Morgan County Commercial Zoning Districts Code Amendments
Application #20.030

PLANNING COMMISSION RECOMMENDATION: The Morgan County Planning Commission reviewed this application at their August 27th meeting and recommends approval with the following condition:

1. That the allowances for Limited-Service Restaurants be changed to C1 for the Commercial Highway and Technical and Professional Campus Districts.

PLANNING COMMISSION MINUTES:

Discussion/Public Hearing/Decision: *A proposed Amendment to MCC 8-5C-1 Establishment of Zoning Districts, 8-5C-3 Use Regulations – amending the commercial zone districts and commercial use table.*

Hale presented the final draft of the commercial zoning districts and use table, after receiving and incorporating the Planning Commissions input from two work sessions. Staff recommends the Commercial Buffer, General Commercial District, and Business Park District be removed due to their redundancy. Staff suggests Commercial Buffer be replaced with the Mountain Green Commercial and Peterson Commercial District. Staff also added definitions and combined similar uses into a single category taken from the NAICS Association.

Member Stephens moved to go into public hearing. Second by Member Bass. The vote was unanimous. Motion carried.

No public comment.

Member Bass moved to go out of public hearing. Second by Member Stephens. The vote was unanimous. Motion carried.

Hale stated the County Engineer suggested all Limited-Service Restaurants be designated as C1 so that the drive through microphones can be regulated.

Member Bass moved that the Planning Commission recommend approval to the County Council to approve the revision of Morgan County Code Section 8-5C to update the Commercial Zoning Districts Ordinance based on the text listed in the staff report dated August 27, 2020 with the additional findings:

- 1. Change limited service restaurants in zone CH & TPC to C1.*

Second by Member Stephens.

The vote was unanimous. Motion carried.

SUMMARY

The following proposed amendment is to update the Commercial Zoning Districts ordinance which was last updated in 2017. The following table reflects staff's recommended changes. The proposed amendment removes redundant and un-used Commercial Zoning Districts, bringing all existing commercial uses into conformance.

Staff recommends that the Mountain Green Commercial (MGC), General Commercial District (GC), and Business Park District (BP) be removed due to their redundancy with the Neighborhood Commercial District (NC) and the Commercial Shopping District (CS). It is recommended that the NC district now regulate the landscaping, building design, and setbacks to reduce the impact to adjacent properties rather than the BP district (see 8-5C-1A).

The Commercial Buffer District (CB) use table will be amended to align with the Mountain Green Commercial District (MGC) use table and will make the current non-conforming uses in the Commercial Buffer District located in the Mountain Green area conforming, all while limiting less desirable manufacturing. The Limited Commercial District (LC) will take the place of the CB district in Peterson. Therefore, the area that is currently zoned CB in Peterson will have to be rezoned. The CB zoning at 4325 N 3800 W will be rezoned to LC, making the machine shop located on the property a conforming use, while also prohibiting other industrial uses.

The proposed amendment combines similar uses into a single category taken from the NAICS Association. For example, Central-mixed concrete manufacturing, Concrete batch plants (including temporary), Ready-mix concrete manufacturing and distributing, and Truck or transit-mixed concrete manufacturing were grouped into a single category titled 'Ready-mix concrete manufacturing' which includes all of the uses. Uses were grouped into categories from the NAICS Association. The categories contain similar uses that originally had the same use regulations for each zone.

Staff has looked up the definition for many uses and have changed some of the allowances to better represent the desires of each zoning district.

SEPTEMBER 15th COUNTY COUNCIL MEETING:

It was brought to staffs attention at the September 15th County Council Meeting that the proposed Mountain Green Commercial and Perterson Commercial Districts are not appropriate names because they are location specific. It was decided that the name of Mountain Green Commercial should be changed to Limited Commercial A and Perterson Commercial should be changed to Limited Commercial B. Allowing other areas to use these zoning districts without any confusion.

Staff has discussed these changes and is recommending to keep the Commercial Buffer District and amend the uses to match the proposed uses of the Mountain Green Commercial District, removeing the Mountain Green Commercial District. This way the county won't have to rezone the Commercial Buffer zones in Mountain Green which will save the county both time and resources. Staff is also recommending to rename the Perterson Commercial District to Limited Commercial.

The recommended changes to the Morgan County Code sections which are stated in the recommended motions and the purpose statement for the Neighborhood Commercial district have been made.

RECOMMENDED MOTIONS:

Sample Motion for *approval* – “I move we approve the revision of Morgan County Code Sections 8-2-1 “Definitions of Words and Terms”, 8-5C-1 “Purpose”, and 8-5C-3 “Use Regulations”, to update the Commercial Zoning Districts Ordinance based on the text listed in the staff report dated October 6, 2020.”

Sample Motion for *approval with Conditions* – “I move that we approve the revision of Morgan County Code Sections 8-2-1 “Definitions of Words and Terms”, 8-5C-1 “Purpose”, and 8-5C-3 “Use Regulations”, to update the Commercial Zoning Districts Ordinance based on the text listed in the staff report dated October 6, 2020 with the following conditions:”

1. *List any conditions...*

Sample Motion for *denial* – “I move that we deny the revision of Morgan County Code Sections 8-2-1 “Definitions of Words and Terms”, 8-5C-1 “Purpose”, and 8-5C-3 “Use Regulations”, to update the Commercial Zoning Districts Ordinance based on the text listed in the staff report dated October 6, 2020, due to the following findings:”

1. *List any additional findings...*

PROPOSED CODE AMENDMENT

The following are the proposed amendments to the noted sections of Morgan County Code. New language is **bolded** and will be inserted at the indicated sections.

8-2-1: DEFINITIONS OF WORDS AND TERMS:

Amusement Arcades: This industry comprises establishments primarily engaged in operating amusement (except gambling, billiard, or pool) arcades and parlors.

Automotive Parts and Accessories Stores: This industry comprises one or more of the following: (1) establishments known as automotive supply stores primarily engaged in retailing new, used, and/or rebuilt automotive parts and accessories; (2) automotive supply stores that are primarily engaged in both retailing automotive parts and accessories and repairing automobiles; and (3) establishments primarily engaged in retailing and installing automotive accessories.

Bakeries (Commercial): This U.S. industry comprises establishments primarily engaged in making bread and other bakery products not for immediate consumption made on the premises from flour, not from prepared dough.

Bakeries (Retail): This U.S. industry comprises establishments primarily engaged in manufacturing fresh and frozen bread and bread-type rolls and other fresh bakery products.

Beauty Salons: This U.S. industry comprises establishments (except those known as barber shops or men's hair stylist shops) primarily engaged in one or more of the following: (1) cutting, trimming, shampooing, coloring, waving, or styling hair; (2) providing facials; and (3) applying makeup (except permanent makeup).

Breweries: This industry comprises establishments primarily engaged in brewing beer, ale, lager, malt liquors, and nonalcoholic beer.

Business to Business Electronic Markets: This industry comprises business-to-business electronic markets bringing together buyers and sellers of goods using the Internet or other electronic means and generally receiving a commission or fee for the service. Business-to-business electronic markets for durable and nondurable goods are included in this industry.

Caterers: This industry comprises establishments primarily engaged in providing single event-based food services. These establishments generally have equipment and vehicles to transport meals and snacks to events and/or prepare food at an off-premise site. Banquet halls with catering staff are included in this industry.

Cement Manufacturing: This industry comprises establishments primarily engaged in manufacturing portland, natural, masonry, pozzolanic, and other hydraulic cements. Cement manufacturing establishments may calcine earths or mine, quarry, manufacture, or purchase lime.

Cemeteries: This industry comprises establishments primarily engaged in operating sites or structures reserved for the interment of human or animal remains.

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance: This industry comprises establishments primarily engaged in the repair and maintenance of commercial and industrial machinery and equipment. Establishments in this industry either sharpen/install commercial and industrial machinery blades and saws or provide welding (e.g., automotive, general) repair services; or repair agricultural and other heavy and industrial machinery and equipment (e.g., forklifts and other material handling equipment, machine tools, commercial refrigeration equipment, construction equipment, and mining machinery).

Commercial Printing: This U.S. industry comprises establishments primarily engaged in commercial printing (except screen printing, books printing) without publishing (except grey goods printing). The printing processes used in this industry include, but are not limited to, lithographic, gravure, flexographic, letterpress, engraving, and various digital printing technologies. This industry includes establishments engaged in commercial printing on purchased stock materials, such as stationery, invitations, labels, and similar items, on a job-order basis. Establishments primarily engaged in traditional printing activities combined with document photocopying services (i.e., quick printers) or primarily engaged in printing graphical materials using digital printing equipment are included in this industry.

Distilleries: This industry comprises establishments primarily engaged in one or more of the following: (1) distilling potable liquors (except brandies); (2) distilling and blending liquors; and (3) blending and mixing liquors and other ingredients.

Drinking places (i.e., bars, lounges, taverns), alcoholic: This industry comprises establishments known as bars, taverns, nightclubs, or drinking places primarily engaged in preparing and serving alcoholic beverages for immediate consumption. These establishments may also provide limited food services.

Elementary and Secondary Schools: This industry comprises establishments primarily engaged in furnishing academic courses and associated course work that comprise a basic preparatory education. A basic preparatory education ordinarily constitutes kindergarten through 12th grade. This industry includes school boards and school districts.

Fitness and Recreational Sports Centers: This industry comprises establishments primarily engaged in operating fitness and recreational sports facilities featuring exercise and other active physical fitness conditioning or recreational sports activities, such as swimming, skating, or racquet sports.

Full-Service Restaurants: This U.S. industry comprises establishments primarily engaged in providing food services to patrons who order and are served while seated (i.e., waiter/waitress service) and pay after eating. These establishments may provide this type of food service to patrons in combination with selling alcoholic beverages, providing carryout services, or presenting live nontheatrical entertainment.

Funeral homes: This industry comprises establishments primarily engaged in preparing the dead for burial or interment and conducting funerals (i.e., providing facilities for wakes, arranging transportation for the dead, selling caskets and related merchandise).

Graphic Design Services: This industry comprises establishments primarily engaged in planning, designing, and managing the production of visual communication in order to convey specific messages or concepts, clarify complex information, or project visual identities. These services can include the design of printed materials, packaging, advertising, signage systems, and corporate identification (logos). This industry also includes commercial artists engaged exclusively in generating drawings and illustrations requiring technical accuracy or interpretative skills.

Laboratories, Dental: This U.S. industry comprises establishments primarily engaged in manufacturing dentures, crowns, bridges, and orthodontic appliances customized for individual application.

Laboratories, Medical: This U.S. industry comprises establishments known as medical laboratories primarily engaged in providing analytic or diagnostic services, including body fluid analysis, generally to the medical profession or to the patient on referral from a health practitioner.

Limited-Service Restaurants: This U.S. industry comprises establishments primarily engaged in providing food services (except snack and nonalcoholic beverage bars) where patrons generally order or select items and pay before eating. Food and drink may be consumed on premises, taken out, or delivered to the customer's location. Some establishments in this industry may provide these food services in combination with selling alcoholic beverages.

Machine Shops: This industry comprises establishments known as machine shops primarily engaged in machining metal and plastic parts and parts of other composite materials on a job or order basis. Generally, machine shop jobs are low volume using machine tools, such as lathes (including computer numerically controlled); automatic screw machines; and machines for boring, grinding, milling, and additive manufacturing.

Medical Manufacturing: This U.S. industry comprises establishments primarily engaged in manufacturing medical, surgical, ophthalmic, and veterinary instruments and apparatus (except electrotherapeutic, electromedical and irradiation apparatus). Examples of products made by these establishments are syringes, hypodermic needles, anesthesia apparatus, blood transfusion equipment, catheters, surgical clamps, and medical thermometers.

Motor Vehicle Towing: This industry comprises establishments primarily engaged in towing light or heavy motor vehicles, both local and long-distance. These establishments may provide incidental services, such as storage and emergency road repair services.

Paper Product Manufacturing: This industry comprises establishments primarily engaged in converting paper or paperboard into products used for writing, filing, art work, and similar applications.

Pharmaceutical Manufacturing: This U.S. industry comprises establishments primarily engaged in manufacturing in-vivo diagnostic substances and pharmaceutical preparations (except biological) intended for internal and external consumption in dose forms, such as ampoules, tablets, capsules, vials, ointments, powders, solutions, and suspensions.

Ready-Mix Concrete Manufacturing: This industry comprises establishments, such as batch plants or mix plants, primarily engaged in manufacturing concrete delivered to a purchaser in a plastic and unhardened state. Ready-mix concrete manufacturing establishments may mine, quarry, or purchase sand and gravel.

Semiconductor and Related Device Manufacturing: This U.S. industry comprises establishments primarily engaged in manufacturing semiconductors and related solid-state devices. Examples of products made by these establishments are integrated circuits, memory chips, microprocessors, diodes, transistors, solar cells and other optoelectronic devices.

Theater Companies and Dinner Theaters: This industry comprises (1) companies, groups, or theaters primarily engaged in producing the following live theatrical presentations: musicals; operas; plays; and comedy, improvisational, mime, and puppet shows and (2) establishments, commonly known as dinner theaters, engaged in producing live theatrical productions and in providing food and beverages for consumption on the premises. Theater groups or companies may or may not operate their own theater or other facility for staging their shows.

8-5C-1: PURPOSE:

- A. Neighborhood Commercial District (NC): To provide areas in appropriate locations where convenience buying outlets may be established to serve surrounding residential neighborhoods. The regulations of this district are designed to promote a combination of retail and service facilities which in character and scale are necessary to meet day to day needs of area residents, **and reduce impacts on adjacent properties by using landscaping, setbacks, and building design.**
- B. Town Center District (TC): To provide areas in appropriate locations where a combination of business, commercial, entertainment, residential and related activities may be established and maintained. Regulations of this district are designed to provide a compatible environment for commercial and residential uses. The district has strict design standards for architecture, landscaping, and other performance requirements as reflected in [article K of this chapter](#). A mix of commercial and residential uses, in the same building or on the same site is allowed in this zoning district.
- C. Commercial Shopping District (CS): To provide areas in appropriate locations where a combination of businesses, commercial, entertainment and related activities may be established, maintained and protected. The regulations of this district are designed to promote and encourage the development of comparison-shopping centers.

- D. Highway Commercial District (CH): To provide areas in appropriate locations adjacent to highways or major streets where activities dependent upon or catering to thoroughfare traffic and the traveling public may be established, maintained and protected. The regulations of this district are designed to encourage harmony between traffic needs and centers for retail commercial, entertainment, automotive facilities, and other appropriate highway related activities.
- E. Technical and Professional Campus District (TPC): To provide areas for the construction of research and development parks, educational facilities and campuses, trade and technical schools and colleges, health care facilities (including hospitals, clinics, and labs), and other associated and allied industries.
- F. Commercial Buffer District (CB): To provide areas for appropriate transitions of commercial uses.
- G. **Limited Commercial District (LC):** To provide areas of transition between existing residential and agricultural uses and other zoning districts.
- H. Light Manufacturing District (LM): To provide areas in appropriate locations where light manufacturing, industrial processes and warehousing not producing objectionable effects may be established, maintained and protected. The regulations of this district are designed to protect environmental quality of the district and adjacent areas.
- I. Industrial District (I): To provide for areas in appropriate locations where heavy industrial processes necessary to the economy may be conducted. The regulations of this district are designed to protect environmental quality of the district and adjacent areas. (Ord. 18-06, 8-7-2018)

8-5C-3: USE REGULATIONS:

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Accommodation and food services:									
Bed and breakfast inns	C1	C1	C1	C1	-	-	-	-	-
Bakeries (Commercial)	-	-	-	-	-	C1	-	C1	-
Bakeries (Retail)	P	P	P	P	P	C1	C1	-	-
Breweries/ Distilleries	-	C1	C1	C1	C1	C1	-	C2	-
Caterers	C2	P	C1	C1	C2	C1	C1	-	-
Coffee shops, on premises brewing	P	P	P	P	P	P	P	C1	C1
Drinking places (i.e., bars, lounges, taverns), alcoholic	-	C1	C1	C1	C1	C1	-	-	-
Health spas (i.e., physical fitness facilities) with accommodations	-	P	-	C2	C2	-	-	-	-
Hotels (except casino hotels)	-	P	P	P	C1	-	-	-	-
Limited-Service Restaurants	C1	C1	C1	C1	C1	C1	C1	C1	-
Full-Service Restaurants	P	P	P	P	P	C1	P	C1	-

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Agricultural:									
Agricultural industries	-	-	-	-	C1	C1	C1	P	P
Agriculture - tilling of soil, raising of crops, and pasturing of animals (non-intensive place holder until development occurs)	P	P	P	P	P	P	P	P	P
Agriculture tourism	C1	-	C1	C1	C1	C1	C1	C1	C1
Dairy or food processing	-	-	-	-	-	C1	-	C1	C1
Mining or quarrying	-	-	-	-	-	-	-	-	C3
Construction:									
Construction - storage yard, equipment, materials	-	-	-	-	-	C2	-	P	P
Construction - sub-contractors (painters, plumb, HVAC, etc.)	-	-	-	-	-	C2	-	P	P
General contractor's office	-	P	-	C1	-	C2	-	P	P
Educational services:									
Child day care centers (as defined in Utah State Code)	P	P	P	P	P	P	-	-	-

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Colleges, universities, and professional schools	P	C2	P	P	P	P	-	-	-
Elementary and secondary schools	P	C2	P	P	P	P	P	-	-
Healthcare and social assistance offices	C1	P	P	P	P	C1	C1	-	-
Laboratories, medical and dental	-	C2	-	-	P	P	-	P	P
Medical clinic	P	P	P	P	P	P	P	C1	C1
Entertainment:									
Amusement Arcades	-	P	P	P	-	-	-	-	-
Art galleries (except retail)	P	P	P	P	P	P	P	-	-
Art museums	-	P	P	P	P	P	P	-	-
Bowling centers	-	P	P	P	P	-	-	-	-
Community museums	-	P	P	P	P	P	P	-	-
Country clubs	-	P	P	P	-	-	-	-	-
Drive-in motion picture theaters	-	-	C1	C1	C1	C1	-	C1	-
Equestrian Centers	-	-	-	-	P	-	-	-	-

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Textile, clothing, leather, leather and allied manufacturing	-	-	-	-	-	-	-	C2	C2
Wholesale manufacturing and trade	-	-	-	-	-	C2	-	C2	C2
Wholesale trade and warehousing	-	-	-	C1	-	C1	-	P	P
Woods product manufacturing (furniture)	-	-	-	-	-	C2	-	P	P
Office:									
Automobile rental (or other vehicle rental)	-	-	P	P	-	-	-	P	-
Commercials, television, production	-	P	C1	C1	C1	C1	-	C1	-
Computer data storage services	-	P	C1	C1	C1	C1	-	C1	-
Data processing services	-	P	C1	C1	C1	C1	-	C1	-
Film studios producing films	-	P	C1	C1	C1	C1	-	C1	-
Libraries	P	P	P	P	P	P	P	-	-
Office - general use	P	P	P	P	P	P	P	P	-

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Publishers (except exclusive internet publishing)	P	P	P	P	P	P	-	P	-
Record production, duplication or distribution	-	P	C1	C1	C1	C1	-	C1	-
Sound recording studios	-	P	P	P	P	P	-	P	-
Residential:									
Recreation vehicle parks	-	-	-	C2	-	-	-	-	-
Residential care facilities	C2	-		C2	-	-	-	-	-
Residential units as part of a mixed-use development	C2	C2	-	C2	-	-	-	-	-
Retirement home/assisted living	C1	-	-	C1	-	-	-	-	-
Retail trade:									
Auto parts and supply stores	-	P	C2	P	-	-	-	P	P
Auto salvage yards (i.e., retailing used auto parts)	-	-	-	C2	-	C2	-	C1	P

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Automobile dealers, new and used	-	-	C2	C2	-	-	-	P	P
Grocery	P	P	P	P	C1	P	P	-	-
Recreational vehicle (RV) dealers (campers, motor homes, boats, ATV, motorcycles, or similar)	-	-	C2	C2	-	-	-	P	P
Retail store (not listed elsewhere)	P	P	P	P	C1	P	P	C1	C1
Transportation:									
Bus terminal or station	C1	P	C1	P	C1	C1	C1	P	P
Motor Vehicle Towing	-	-	-	C2	-	C1	-	P	P
Other services:									
Animal clinic and hospital	C1	C1	-	P	C1	C1	C1	P	-
Automatic car wash, truck wash	C1	C1	P	P	C1	C1	C1	P	P
Automobile repair service and maintenance shops	-	-	C2	C2	C2	C1	-	C2	C2
Barber shops	P	P	P	P	P	-	P	-	-
Beauty Salons	P	P	P	P	P	-	P	-	-

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Cemeteries	C3	C3	-	-	C3	C3	C3	-	-
Churches	P	P	P	P	P	P	P	-	-
Day spas	P	P	P	P	P	-	-	-	-
Engine repair, small engine	-	-	-	-	-	-	-	C1	P
Fairgrounds	-	-	-	-	-	-	-	C3	C3
Funeral homes	C3	C3	-	-	C3	C3	-	-	-
Furniture repair shops	-	-	-	P	-	P	-	P	P
Gasoline service station	C1	C1	P	P	C1	C1	C1	P	P
Graphic Design Services	-	-	C2	P	P	P	-	P	P
Laundry services (laundromat, dry cleaner pick up only)	C1	P	P	P	C1	C1	C1	P	P
Liquor - packaged sales (check Utah State Code)	P	P	P	P	C1	C1	C1	C1	C1
Parking garage	C1	P	P	P	P	P	C1	P	P
Radio and television communication facilities	C1	C1	C1	C1	C1	C1	C1	P	P

	NC	TC	CS	CH	TPC	CB	LC	LM	I
Repair shop (small equipment, personal items)	C1	-	C1	C1	P	P	C1	P	-
Sexually oriented businesses, as defined in section 8-18-2 of this title	-	-	-	-	-	-	-	-	C3
Storage facility enclosed	C1	-	C1	P	C1	C1	C1	C1	C1
Storage outdoor	-	-	-	-	-	-	-	P	P
Tailor	P	P	P	P	P	P	P	P	P
Tanning salons	P	P	P	P	-	-	-	-	-
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	-	-	-	-	-	-	-	C2	C1

Staff Information:

Haylie Hale

801-845-4008

hhale@morgan-county.net



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date:	<u>October 6, 2020</u>	Time Requested:	<u>15min</u>
Name:	<u>Lance Evans</u>	Phone:	<u>801-845-4015</u>
Address:	<u>48 W Young Street</u>		
Email:	<u>levans@morgan-county.net</u>	Fax:	<u></u>
Associated County Department:	<u>Planning and Development Services</u>		

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC MEETING FROM THE PLANNING COMMISSION ON September 10, 2020** Discussion/Decision: Elquist/Rindlesbach Plat Amendment - A proposed amendment to the Elquist Estates/Rindlesbach Minor Subdivision to adjust the lot line between lots 2B and 3A of Elquist Estates as well as transfer 2.14 acres from lot 3A to the Rindlesbach Minor Subdivision. Located at 1470 N. and 1340 N. Morgan Valley Drive.**

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



PLANNING & DEVELOPMENT

COUNTY COUNCIL

STAFF REPORT

Subdivision Plat Amendment

October 6, 2020

Elquist Estates/ Rindlesbach Minor Subdivision Plat Amendment No. 2 and No. 3
Public Meeting

Application No.: 20.041
Applicant: Gordon & Shelly Clark and Chrys Rindlesbach
Owners: Same as applicant
Project Location: 1470 N. and 1340 N. Morgan Valley Drive
Current Zoning: RR-5 and A-20
General Plan Designation: Ranch Residential 5 and Agriculture
Acreage: 41.4 combined
Date of Application: July 1, 2020

REQUEST: The applicants, Gordon & Shelly Clark and Chrys Rindlesbach, request approval of the Elquist Estates/ Rindlesbach Minor Subdivision plat amendment located in the Milton area to adjust the lot line between lots 2B and 3A of Elquist Estates as well as transfer 2.14 acres to the Rindlesbach Minor Subdivision. The applicants propose to transfer 3 acres from lot 3A of Elquist Estates to lot 2B of the Rindlesbach Minor Subdivision. To keep Elquist Estates at 20 acres and in conformance with the requirements for a Private Lane, the Rindlesbach Minor Subdivision is transferring 0.86 acres from western most edge of lot 2B to lot 3A of Elquist Estates.

PLANNING COMMISSION RECOMMENDATION: The Morgan County Planning Commission reviewed this application at their September 10th meeting and recommends approval of the requested plat amendment for the Elquist Estates/ Rindlesbach Minor Subdivision Plat Amendment subject to all applicable regulations and the following conditions:

1. That all of the County Surveyor and Recorders review comments be addressed.
2. That all outsourced consultant fees are paid current prior to final plat recordation.
3. That all other local, state, and federal laws are adhered to.

PROJECT DESCRIPTION:

Proposal Details

This request is for a plat amendment to the Elquist Estates Subdivision and the Rindlesbach Minor Subdivision. The properties are located at 1470 N Morgan Valley Drive and 1340 N. Morgan Valley Drive in the Milton area. The Elquist Estates Plat Amendment No. 2 and the Rindlesbach Minor Subdivision Plat Amendment No. 3 consists of three lots. The entire plat amendment includes 41.4 acres combined. The owners would like to adjust the lot line between lots 2B and 3A of Elquist Estates as well as transfer 3 acres from lot 3A of Elquist Estates to the Rindlesbach Minor Subdivision lot 2B and 0.86 acres from the Rindlesbach Minor Subdivision to lot 3A of Elquist Estates.

DISCUSSION:

The original application was to transfer 3 acres from lot 3A of Elquist Estates to the Rindlesbach Minor Subdivision lot 2B. It was found that this change would not meet the requirements for private lanes in standard single-family dwelling subdivisions. Therefore, the applicants have changed their request to transfer 3 acres from lot 3A of Elquist Estates to the Rindlesbach Minor Subdivision lot 2B as well as transfer 0.86 acres from the Rindlesbach Minor Subdivision to lot 3A of Elquist Estates, keeping the Elquist Estates Subdivision at 20 acres, which is required for a private lane in Morgan County Code, Title 8, Chapter 12, Section 44.

8-12-44: STREETS, PRIVATE LANES, AND DRIVEWAYS:

P. Private Lanes:

1. Requirements: Private lanes in standard single-family dwelling subdivisions (non-PRUD, MPDR, or other planned development type) shall only be approved in conformance with the following requirements:

a. Private lanes shall only be considered in standard single-family dwelling subdivisions that have a minimum of twenty (20) acres of contiguous property within the subdivision boundaries, and provide a minimum of five (5) acre lots.

b. Private lanes providing required frontage for and access to lots shall provide access to no more than four (4) single-family lots or dwellings, and shall not exceed one thousand feet (1,000') in length. (Ord. 12-02, 5-1-2012)

c. Private lanes shall have a recorded minimum right of way of twenty six feet (26'), and an improved, all weather surface of at least twenty feet (20'), designed and constructed with rolled and compacted road base capable of supporting a seventy five thousand (75,000) pound fire apparatus vehicle, road base and subbase that meet the recommended geotechnical analysis of the load bearing capacity of the soils under the proposed roadway, and which is also designed pursuant to adopted construction standards, fire codes, and wildland urban interface requirements. Private lanes greater than one

hundred fifty feet (150') in length must be terminated with a turnaround of not less than one hundred ten feet (110') of right-of-way in diameter, or an alternative turnaround design which meets the adopted Fire and Wildland Urban Interface Code and is approved by the Fire Code official and County Engineer. Additional right-of-way may be required if an approved drainage design cannot be accomplished within the twenty six foot (26') right-of-way. (Ord. 16-02, 3-15-2016)

d. Private lanes shall be clearly annotated on the subdivision plat as a private lane. (Ord. 12-02, 5-1-2012)

The plat amendment requirements come from Morgan County's Land Use Management Code, Title 8, Chapter 12, Section 61 and subsequent sections. Staff has reviewed the requirements and procedures for a plat amendment and have found that the application request meets these standards.

8-12-64: AMENDED PLAT REQUIREMENTS:

- A. Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.*
- B. Upon approval of the plat amendment, all required documents, submissions, signatures, and review procedures which are required for a final plat shall be submitted and followed, prior to recordation in the Office of the County Recorder.*
- C. The County Council may vacate a subdivision or a portion of a subdivision by recording in the County Recorder's Office an ordinance describing the subdivision or the portion being vacated. (Ord. 10-16, 12-14-2010)*

8-12-63: GROUNDS FOR VACATING OR CHANGING A PLAT:

- A. The land use authority may approve the vacation, alteration, or amendment of a plat by signing an amended plat showing the vacation, alteration, or amendment if the land use authority finds that:
 - 1. There is good cause for the vacation, alteration, or amendment; and*
 - 2. No Public Street, right of way, or easement has been vacated or altered.**
- B. The land use authority shall ensure that the amended plat showing the vacation, alteration, or amendment is recorded in the office of the county recorder.*

- C. *If an entire subdivision is vacated, the county council shall ensure that a resolution containing a legal description of the entire vacated subdivision is recorded in the county recorder's office.*
- D. *The county council may adopt an ordinance granting a petition to vacate some or all of a public street, right of way, or easement if the legislative body finds that:*
 - 1. *Good cause exists for the vacation; and*
 - 2. *Neither the public interest nor any person will be materially injured by the vacation.*
- E. *If the county council adopts an ordinance vacating some or all of a public street, right of way, or easement, the county council shall ensure that a plat reflecting the vacation and/or an ordinance describing the vacations is recorded in the Office of the County Recorder.*
- F. *The action of the legislative body vacating some or all of a street, right-of-way, or easement that has been dedicated to public use:*
 - 1. *Operates to the extent to which it is vacated, upon the effective date of the recorded plat, as a revocation of the acceptance of and the relinquishment of the County's fee in the vacated street, right-of-way, or easement; and*
 - 2. *May not be construed to impair:*
 - a. *Any right-of-way or easement of any lot owner; or*
 - b. *The franchise rights of any public utility. (Ord. 10-16, 12-14-2010)*

8-12-61: PROCEDURE:

- A. *For plat amendments that result in adjusting and/or altering lot lines through an exchange of title within a platted subdivision the zoning administrator shall be the land use authority.*
 - 1. *The zoning administrator shall approve an exchange of title under this subsection if the exchange of title will not result in a violation of any land use ordinance.*
 - 2. *If an exchange of title is approved under this subsection, a notice of approval shall be recorded in the office of the county recorder which:*
 - a. *Is executed by each owner included in the exchange and by the land use authority; and*
 - b. *Contains an acknowledgment for each party executing the notice in accordance with the provisions of Utah state code title 57, chapter 2a, recognition of acknowledgments act; and*
 - c. *Recites the descriptions of both the original parcels and the parcels created by the exchange of title;*
 - 3. *A document of conveyance of title reflecting the approved change shall be recorded in the office of the county recorder.*

4. *A notice of approval recorded under this subsection A does not act as a conveyance of title to real property and is not required to record a document conveying title to real property.*
- B. *For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be reviewed by the county council with a recommendation from the planning commission.*
- C. *Applications to vacate or amend a subdivision plat shall be required to submit those documents required for review in a complete preliminary plat application which pertain to and describe the proposed amendment, as well as a paper copy of the proposed final plat mylar. Revised construction drawings shall also be submitted when changes to any required subdivision improvements are proposed.*
- D. *Upon receipt of a petition or a proposal to vacate or amend a subdivision plat which requires action by the county council, the matter shall be referred to the planning commission for a recommendation on the proposal.*
- E. *The land use authority shall hold a public hearing within forty five (45) days after the day on which the petition is filed if:*
 1. *Any owner within the plat notifies the county of the owner's objection in writing within ten (10) days of mailed notification; or*
 2. *A public hearing is required because all of the owners in the subdivision have not signed the revised plat.*
- F. *The land use authority may consider at a public meeting, without a public hearing, an owner's petition to vacate or amend a subdivision plat if:*
 1. *The petition seeks to join two (2) or more of the petitioning fee owner's contiguous lots;*
 2. *Subdivide one or more of the petitioner's fee owner's lots if the subdivision will not result in a violation of a land use ordinance or a development condition;*
 3. *Adjust the lot lines of adjoining lots or parcels if the fee owners of each of the adjoining lots or parcels join the petition, regardless of whether the lots and parcels are located in the same subdivision;*
 4. *On a lot owned by the petitioning fee owner adjust an internal lot restriction imposed by the county;*
 5. *Alter the plat in a manner that does not change existing boundaries or other attributes of lots within the subdivision that are not owned by the petitioner or designated as common area; and*
 6. *Notice has been given to adjacent property, in accordance with section 8-3-12 of this title. (Ord. 10-16, 12-14-2010)*

Attachments:

1. Zoning Map
2. Original Plat
3. Proposed Plat Amendment
4. Application
5. Surveyors Comments

ANALYSIS OF STANDARDS

Standards	Findings	Rationale
<p>Ordinance Evaluation. Morgan County Code, Chapter 8, Section 12-64 states the following:</p> <p><i>Prior to the County Council's approval of a petition or proposal to amend a subdivision plat, the petitioner or sponsor shall deliver to the County an amended plat map and complete supporting preliminary plat and final plat information in compliance with the requirements of this chapter. The applicant shall also pay all fees required by the County's fee schedule.</i></p> <p><i>Therefore, this plat amendment has been reviewed for preliminary and final plat standards.</i></p>		
<p>8-12-24: PRELIMINARY PLAT SUBMITTAL: The preliminary plat shall be prepared, stamped and signed by a professional engineer or professional land surveyor licensed by the state of Utah. The preliminary plat submittal shall include at least the following information:</p>		
<p>A</p>	<p>Vicinity Map</p> <ol style="list-style-type: none"> 1. Drawn at a maximum scale of one thousand feet (1,000') to the inch. 2. Show all existing and proposed roadways in the vicinity of the proposed development. 3. A north arrow. 4. The nearest section corner tie. 5. Subdivision name. 	<p>Complies</p>
<p>B</p>	<p>Certified boundary survey of the subject property, which meets state of Utah requirements, which also depicts all easements identified by the title report.</p>	<p>Complies</p>
<p>C</p>	<p>Preliminary plat (all facilities within 200 feet of the plat shall be shown):</p> <ol style="list-style-type: none"> 1. Drawn at a scale not smaller than one hundred feet (100') to the inch. 2. A north arrow. 3. Subdivision name. 4. The layout and names and widths of existing and future road rights of way. 5. A tie to a permanent survey monument at a section corner. 6. The boundary lines of the subdivision with bearings and distances. 7. The layout and dimensions of proposed lots with lot areas in square feet. 8. The location and dimensions and labeling of other spaces including open spaces, parks, trails, or public spaces. 9. The location of manmade features including bridges, railroad tracks, fences, ditches, and buildings. 	<p>Complies</p>

	<p>10. Topography at two foot (2') intervals. One foot (1') contours may be required by the county engineer in particularly flat areas.</p> <p>11. Location and ownership of all adjoining tracts of land.</p> <p>12. Proposed subdivision phasing plan and relationship to existing phases of development. (Ord. 10-16, 12-14-2010)</p>		
D	<p>Grading and drainage plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. Topography at two foot (2') contour intervals. 3. North arrow. 4. Subdivision name. 5. Areas of substantial earthmoving. 6. Location of existing watercourses, canals, ditches, springs, wells, culverts, and storm drains. 7. Location of any 100-year floodplain as designated by the federal emergency management agency (FEMA). 8. A storm drainage plan showing water flow directions, inlets, outlets, catch basins, waterways, culverts, detention basins, outlets to offsite facilities, and off site drainage facilities planned to accommodate the project drainage. 9. Show any existing wetlands. 10. Slope analysis which depicts all slopes greater than fifteen percent (15%) and greater than twenty five percent (25%) with distinct notation. (Ord. 12-09, 9-18-2012) 	Complies	
E	<p>Utility plan (may be combined with plat sheet, if approved by the county engineer):</p> <ol style="list-style-type: none"> 1. Plan drawn to a scale not smaller than one hundred feet (100') to the inch, showing the road and lot layout. 2. North arrow. 3. Subdivision name. 4. Show all existing and proposed utilities including: sewer, culinary water, well locations with secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, and streetlights, television and telecommunications. 5. Show location and dimensions of all utility easements. 	Complies	
F	<p>The subdivider shall provide the following documents with the application:</p> <ol style="list-style-type: none"> 1. Three (3) copies of a geotechnical soils report. 2. A traffic report when required by the planning commission or county engineer. 3. Preliminary title report, which specifically references the boundary survey and exactly matches the legal description of the outside boundary of the subdivision. 4. Service agreements from all utility companies or providers. 5. Any necessary agreements with adjacent property owners regarding storm drainage or other matters pertinent to subdivision approval. 6. Maintenance agreements for subsurface drains serving the subdivision, if they are proposed or exist. 7. An agricultural impact analysis, on subdivisions which are contiguous to an adopted agricultural preservation area, or which contain an agricultural open space conservation easement within the plat. 8. Written verification of all proposed water sources. For all proposed water sources, provide approval letters from the Weber-Morgan County health 	Complies	

	<p>department and proof of all water rights, including quantities (water rights certificates, etc.), for each well and water source to be utilized for the development.</p> <p>9. The developer shall submit all information concerning site geology, area hydrogeology, site topography, soil types and the proven wet water by the drilling of at least one test well from within the described subdivision boundary, as determined by a geotechnical engineer, licensed in the state of Utah. Well logs shall be submitted to the county identifying the depth and yield of the well. Information submitted must verify that the source is consistently available to supply eight hundred (800) gallons per day (gpd) per equivalent residential connection (ERC) at a minimum flow rate of 0.55 gallons per minute (gpm). Water for irrigation supplies shall be verified to provide three (3) gpm per irrigated acre. If the proposal is being served by an existing water utility company, these requirements do not apply.</p> <p>10. Verification of approval from the Weber-Morgan County health department regarding the proposed location of all septic systems and water source protection areas.</p>		
G	When the subdivision is located within the sensitive area district or geologic hazards special study area, required reports and documents are to be submitted in accordance with the provisions of this title.	Not Applicable	
ot	The subdivider shall comply with all applicable federal, state, and local laws and regulations, and shall provide evidence of such compliance if requested by the county.	Complies	The applicant agrees to these terms.
I	Copy of proposed protective covenants in all cases where subsurface drains or other common area maintenance proposals are to serve any portion of the subdivision.	Not Applicable	
J	Electronic copies of all preliminary plat drawings in AutoCAD (DWG) format.	Complies	
K	Tabulations showing the total number of lots or buildings sites, and the percentage of land in roads, lots, and open space.	Complies	
L	Any additional submittal requirements required for or by master planned development reserves, specific development agreements, or requirements and conditions of other applicable ordinances or previous approvals. (Ord. 10-16, 12-14-2010)	Not Applicable	The original subdivision did not have these provisions; therefore, it does not apply to the plat amendment.
8-12-32: FINAL PLAT; PREPARATION AND REQUIRED INFORMATION:			
A	The final plat shall consist of a mylar with the outside or trim line dimensions of twenty four inches by thirty six inches (24" x 36"). The mylar shall be submitted to the county at least twenty (20) days prior to consideration for placement on the county council agenda for approval. Until that date, submittal of paper copies is sufficient for review. The borderline of the plat shall be drawn in heavy lines leaving a space of at least one and one-half inches (1 1/2") on the left side and at least one-half inch (1/2") margin on the other sides. The plat shall be so drawn that the top of the drawing faces either north or west, whichever accommodates the drawing best. All lines, dimensions, and markings shall be made on a mylar with approved waterproof black ink. The plat shall be made to a scale large enough to clearly show all	Complies	The proposed plat amendment meets these requirements.

	details, and in any case not smaller than one hundred feet (100') to the inch, and workmanship on the finished drawing shall be neat, clean cut and readable.		
B	The final plat shall show the subdivision name that is distinct from any other recorded subdivision name and the general location of the subdivision in bold letters at the top of the sheet.	Complies	The proposed plat amendment meets these requirements.
C	The plat shall contain a north arrow and scale of the drawing and the date.	Complies	The proposed plat amendment meets these requirements.
D	Prior to consideration by the county council, the plat shall be signed by all required and authorized parties, with the exception of the county council chairperson, planning commission chairperson and county attorney, with appropriate notarial acknowledgements and the final plat shall contain all information set forth in this section.	Will comply	Historically, staff has recommended the applicant wait to print the final mylar and receive signatures, in the event that the Planning Commission and/or County Council recommend changes to the plat.
E	An accurate and complete survey, which conforms to Utah state law.	Complies	The survey has been completed.
F	Plats will show accurately drawn boundaries, showing the proper bearings and dimensions of all boundary lines of the subdivision, properly tied to at least two (2) public survey monuments. These lines should be slightly heavier than street and lot lines.	Complies	The proposed plat amendment meets these requirements.
G	The final plat shall show all survey, mathematical information and data necessary to locate all monuments and to locate and retrace all interior and exterior boundary lines appearing thereon, including bearing and distance of straight lines, and central angle, radius and arc length of curves, and such information as may be necessary to determine the location of beginning and ending points of curves. All property corners and monuments within the subdivision shall be tied to an acceptable Morgan County monument, as determined by the Morgan County surveyor. Lot and boundary closure shall be calculated to the nearest 0.02 of a foot.	Complies	The proposed plat amendment meets these requirements.
H	All lots, blocks, and parcels offered for dedication for any purpose should be delineated and designated with dimensions, boundaries and courses clearly shown and defined in every case. The square footage of each lot shall be shown. All parcels offered for dedication other than for streets or easements shall be clearly designated on the plat. Sufficient linear, angular and curved data shall be shown to determine readily the bearing and length of the boundary lines of every block, lot and parcel which is a part thereof. No ditto marks shall be used for lot dimensions.	Complies	The proposed plat amendment meets these requirements.
I	The plat shall show the right of way lines of each street, and the width of any portion being dedicated and widths of any existing dedications. The widths and locations of adjacent streets and other public properties within fifty feet (50') of the subdivision shall be shown with dashed lines. If any street in the subdivision is a continuation or an approximate continuation of an existing street, the conformity or the amount of nonconformity of such existing streets shall be accurately shown.	Complies	The proposed plat amendment meets these requirements.
J	All lots are to be numbered consecutively under a definite system approved by the county. Numbering shall continue consecutively throughout the subdivision with no omissions or duplications.	Complies	The proposed plat amendment meets this requirement.
K	All streets within the subdivision shall be numbered (named streets shall also be numbered) in accordance with and in conformity with the adopted street numbering system adopted by the county. Each lot shall show the street	Complies	

	addresses assigned thereto, and shall be according to the standard addressing methods approved by the county. In the case of corner lots, an address will be assigned for each part of the lot having street frontage.		
L	The side lines of all easements shall be shown by fine dashed lines. The width of all easements and sufficient ties thereto to definitely locate the same with respect to the subdivision shall be shown. All easements shall be clearly labeled and identified.	Complies	The proposed plat amendment meets these requirements.
M	The plat shall fully and clearly show all stakes, monuments and other evidence indicating the boundaries of the subdivision as found on the site. Any monument or bench mark that is disturbed or destroyed before acceptance of all improvements shall be replaced by the subdivider under the direction of the county surveyor. The following required monuments shall be shown on the final plat: 1. The location of all monuments placed in making the survey, including a statement as to what, if any, points were reset by ties; 2. All right of way monuments at angle points and intersections as approved by the county surveyor.	Complies	The proposed plat amendment meets these requirements.
N	The final plat shall contain the name, stamp and signature of a professional land surveyor, together with the date of the survey, the scale of the map and number of sheets. The following certificates, acknowledgements and descriptions shall appear on the title sheet of the final plat, and such certificates may be combined where appropriate: 1. Professional land surveyor's "certificate of survey". 2. Owner's dedication certificate in the following form: OWNERS DEDICATION <i>Know all men by these presents that we, the undersigned owner(s) of the above described tract of land, having caused said tract to be subdivided into lots and streets to be hereafter known as Subdivision do hereby dedicate for perpetual use of the public all parcels of land, other utilities, or easements shown on this plat as intended for public use. In witness whereof, we have hereunto set out hands this day of, 20.</i> (Add appropriate acknowledgments) 3. Notary public's acknowledgement for each signature on the plat. 4. A correct metes and bounds description of all property included within the subdivision. 5. Plats shall contain signatures of the water provider (if provided by a culinary water system), sewer provider (if provided by a sewer improvement district), Weber-Morgan County health department, planning commission, and county engineer, and blocks for signatures of the county attorney and county council (a signature line for the council chairperson and an attestation by the county clerk). A block for the county recorder shall be provided in the lower right corner of the final plat. 6. Such other affidavits, certificates, acknowledgements, endorsements and notarial seals as are required by law, by this title, the county attorney, or county surveyor.	Complies	

	<p>7. Prior to recordation of the plat, the subdivider shall submit a current title report to be reviewed by the county. A "current title report" is considered to be one which correctly discloses all recorded matters of title regarding the property and which is prepared and dated not more than thirty (30) days before the proposed recordation of the final plat.</p> <p>8. The owner's dedication certificate, registered land surveyor's certificate of survey, and any other certificates contained on the final plat shall be in the form prescribed by the county's standards.</p> <p>9. When a subdivision contains lands which are reserved in private ownership for community use, including common areas, the subdivider shall submit, with the final plat, the name, proposed articles of incorporation and bylaws of the owner, or organization empowered to own, maintain and pay taxes on such lands and common areas and any access easements which may be required by the county.</p>		
O	<p>On subdivisions which are contiguous to an adopted agricultural protection area, or which contain an agricultural open space preservation area within the plat, a note shall be placed on the plat, in conjunction with right to farm provisions, stating such, and that agricultural operations work hours begin early and run late and that these operations may contribute to noises and odors objectionable to some residents.</p>	Complies	
P	<p>A note on the plat which states the following:</p> <p><i>Morgan County restricts the occupancy of buildings within developments as outlined in the adopted building and fire codes. It is unlawful to occupy a building located within any development without first having obtained a certificate of occupancy issued by the county.</i></p> <p>(Ord. 10-16, 12-14-2010)</p>	Complies	

PLANNING COMMISSION MINUTES:

Discussion/Decision: Elquist Rindlesbach Plat Amendment - A proposed amendment to the Elquist Estates/Rindlesbach Minor Subdivision to adjust the lot line between lots 2B and 3A of Elquist Estates as well as transfer 3 acres from lot 3A to the Rindlesbach Minor Subdivision. Located at 1470 N. and 1340 N. Morgan Valley Drive. **THIS IS A REVISION TO THE PREVIOUSLY HEARD PLAT AMENDMENT.**

Hale presented the revised application for the Elquist Estates & Rindlesbach Subdivision Plat Amendment. The applicants had revised the plat to transfer 3 acres from the northern portion of lot 3A of the Elquist Estates subdivision to Rindlesbach Minor Subdivision and .86 acres from the Rindlesbach Minor Subdivision to Elquist Estates in order to keep Elquist Estates at the required 20 acres for a private lane. Staff recommends approval.

Ray Clark, the applicant stated the reason they are transferring the property is to square up the lots and make them more usable.

Member Sessions moved to recommend approval to the County Council for the Elquist Estates/Rindlesbach Minor Subdivision Plat Amendment No. 2 and 3, application #20.041, located at 1470 N. and 1340 N. Morgan Valley Drive based on the findings and with the conditions listed in the staff report dated September 10, 2020.

Second by Member Little.

The vote was unanimous. Motion carried.

DEPARTMENT COMMENTS/RECOMMENDED MOTIONS

Public Works: No comments received

Fire/EMS Services: No comments received

Engineering/Surveyor: See Attachment 5

Recorders: No comments received

Zoning: The zoning of lot 2B and 3A of Elquist Estates is RR-5 and the zoning of lot 2B of the Rindlesbach Minor Subdivision is A-20:

8-5A; Article A: Multiple Use, Agriculture and Rural Residential Districts:

C. Agriculture Districts: The purposes of providing an agriculture district are to promote and preserve in appropriate areas conditions favorable to agriculture and to maintain greenbelt spaces. These districts are intended to include activities normally and necessarily related to the conduct of agriculture and to protect the district from the intrusion of uses inimical to the continuance of agricultural activity.

D. Rural Residential Districts:

- 1. The purposes of providing a rural residential district are:
 - a. To promote and preserve in appropriate areas conditions favorable to large lot family life;*
 - b. Maintaining a rural atmosphere;*
 - c. The keeping of limited numbers of animals and fowl; and*
 - d. Reduced requirements for public utilities, services and infrastructure.**
- 2. These districts are commercial and industrial uses. (2010 Code)*

As proposed subdivision plat amendment appears to meet the zoning requirements.

The following code states (8-12-61B):

For plat amendments that result in the combination of lots, building pad adjustments, subdivision title changes, plat note revisions, amendments to internal lot restrictions, the alteration, amendment, or vacation of a public or private road shown on a subdivision plat, and all other modifications to lots within a recorded subdivision plat shall be

reviewed by the county council with a recommendation from the planning commission.

Therefore, the Planning Commission's decision for this application will be a recommendation to the County Council.

Recommended Motion

Sample Motion for Approval – “I move we approve the Elquist Estates/Rindlesbach Minor Subdivision Plat Amendment No. 2 and 3, application #20.041, located at 1470 N. and 1340 N. Morgan Valley Drive based on the findings and with the conditions listed in the staff report dated October 6, 2020.”

Sample Motion for Approval with conditions – “I move we approve the Elquist Estates/Rindlesbach Minor Subdivision Plat Amendment No. 2 and 3, application #20.041, located at 1470 N. and 1340 N. Morgan Valley Drive based on the findings and with the conditions listed in the staff report dated October 6, 2020, with the following additional conditions:”

1. *List any additional findings and conditions...*

Sample Motion for Denial – “I move we deny the Elquist Estates/Rindlesbach Minor Subdivision Plat Amendment No. 2 and 3, application #20.041, located at 1470 N. and 1340 N. Morgan Valley Drive, based on the following findings:

1. *List any additional findings...*

VICINITY MAP & EXISTING CONDITIONS

The both sites are relatively flat. Both subdivisions are adjacent to residential and agricultural uses.

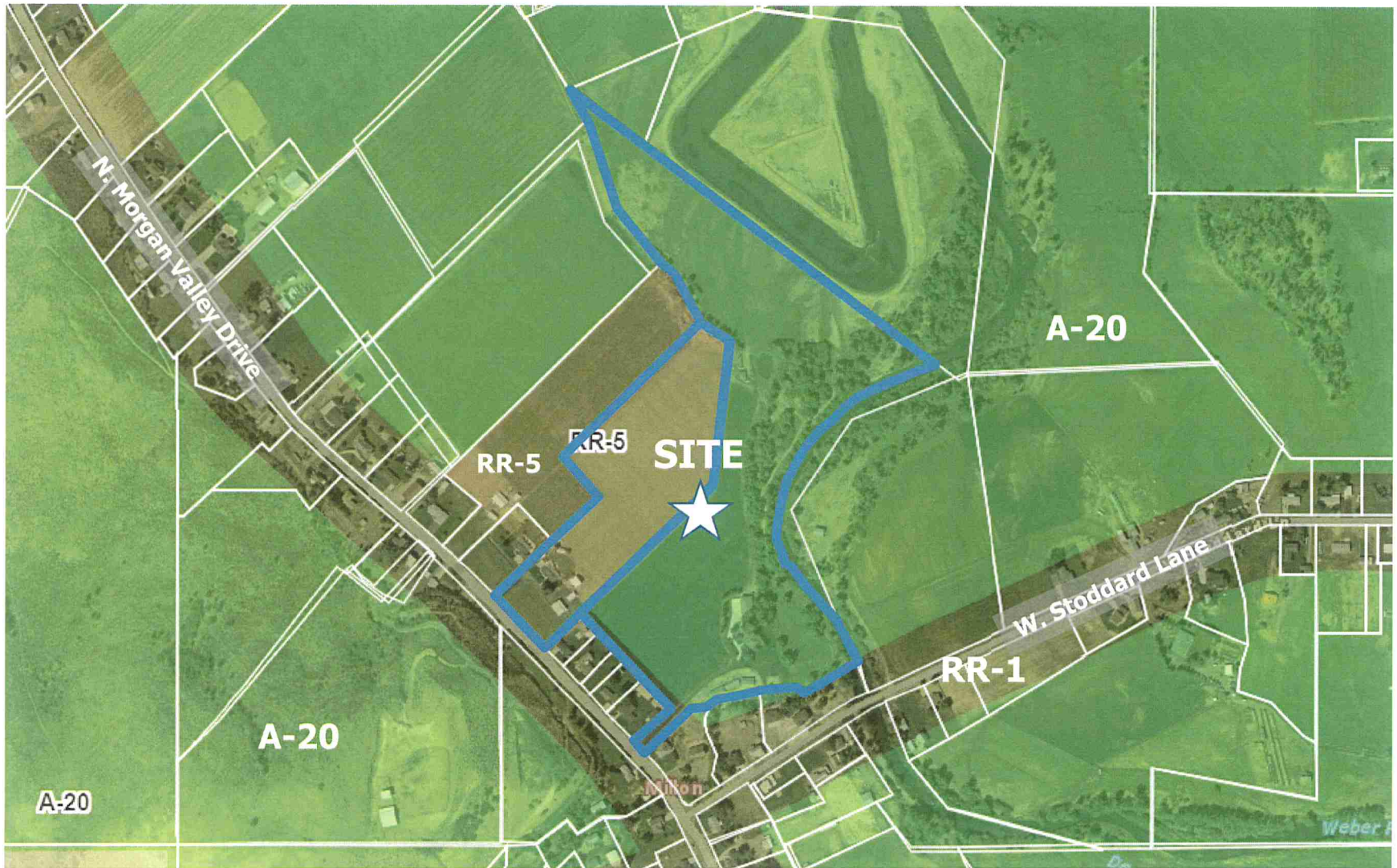
Uses adjacent to the Property

North: Agriculture
South: Residential/Agriculture

East: Residential/Agriculture
West: Residential/Agriculture



ATTACHMENT 1: ZONING MAP



RINDLESBACH MINOR SUBDIVISION

AMENDED PLAT NO. 2

DATE OF THE ORIGINAL PLAT: MAY 19, 2000

DATE OF THIS AMENDMENT: OCTOBER 20, 2020

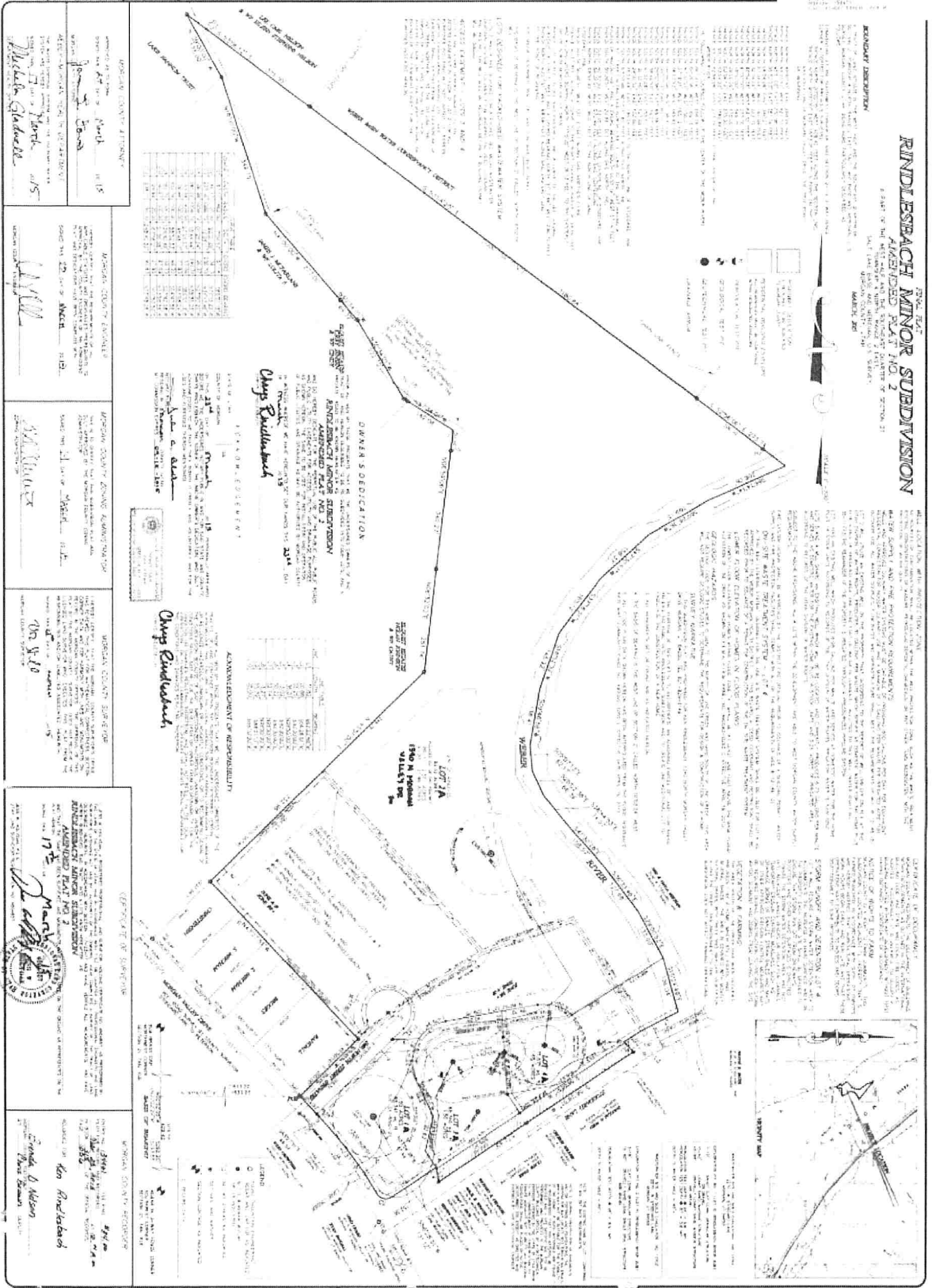
PLAT NO. 145

SECTION 24

TOWNSHIP 24 N

RANGE 145 E

STATE OF NEBRASKA



17 | Page

MOUNTAIN ENGINEERING
P.L.L.C.
1111 S. 24th Street
Lincoln, NE 68502
402.441.1111

PLAT
145
SECTION 24
TOWNSHIP 24 N
RANGE 145 E

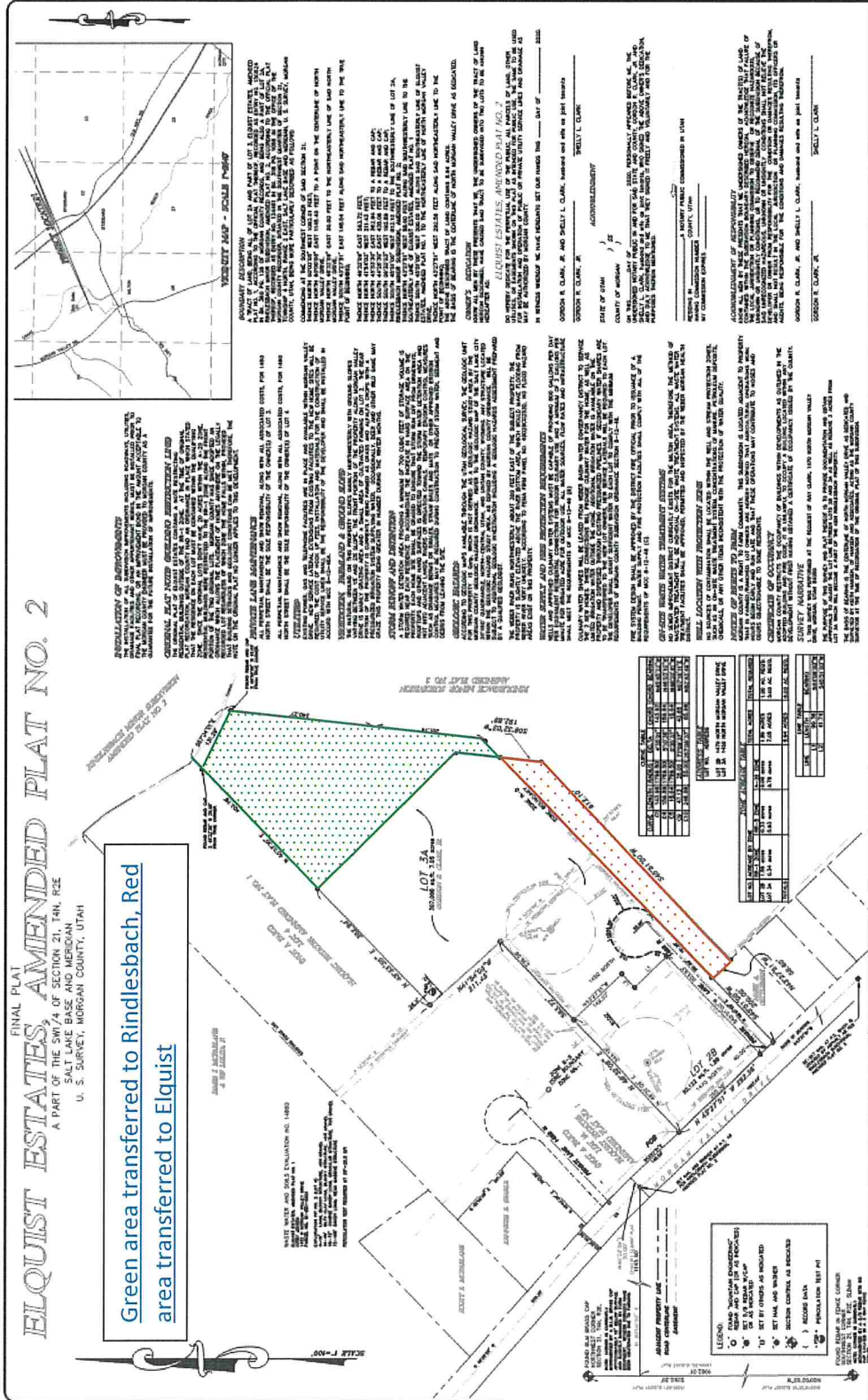
RINDLESBACH MINOR SUBDIVISION
AMENDED PLAT NO. 2
DATE OF THE ORIGINAL PLAT: MAY 19, 2000
DATE OF THIS AMENDMENT: OCTOBER 20, 2020
PLAT NO. 145
SECTION 24
TOWNSHIP 24 N
RANGE 145 E
STATE OF NEBRASKA

ATTACHMENT 3: PROPOSED PLAT

FINAL PLAT ELQUIST ESTATES, AMENDED PLAT NO. 2

A PART OF THE SW 1/4 OF SECTION 21, T4N, R12E
SALT LAKE BASE AND MORGAN
U. S. SURVEY, MORGAN COUNTY, UTAH

Green area transferred to Rindlesbach, Red area transferred to Elquist



REGULATION OF IMPROVEMENTS
The owner of the land shown on this plat shall be responsible for the construction and maintenance of all improvements shown on this plat, including but not limited to, water, sewer, gas, and electric lines, and shall be responsible for the cost of such improvements. The owner shall also be responsible for the maintenance of the easements shown on this plat.

CONVEYANCE
This plat is a conveyance of the land shown on this plat to the owner of the land shown on this plat, and shall be subject to the terms and conditions set forth herein. The owner shall be responsible for the maintenance of the easements shown on this plat.

EASEMENTS
The owner of the land shown on this plat shall be responsible for the maintenance of all easements shown on this plat, including but not limited to, water, sewer, gas, and electric lines, and shall be responsible for the cost of such easements.

WARRANTY
The owner of the land shown on this plat warrants that the land shown on this plat is free from all liens and encumbrances, except as shown on this plat. The owner also warrants that the land shown on this plat is of legal and marketable title.

GENERAL NOTES
The owner of the land shown on this plat shall be responsible for the maintenance of all improvements and easements shown on this plat. The owner shall also be responsible for the cost of such improvements and easements.

ADDITIONAL NOTES
The owner of the land shown on this plat shall be responsible for the maintenance of all easements shown on this plat. The owner shall also be responsible for the cost of such easements.

CONVEYANCE
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EASEMENTS
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ADDITIONAL NOTES
The owner of the land shown on this plat shall be responsible for the maintenance of all easements shown on this plat. The owner shall also be responsible for the cost of such easements.

AREA	AREA (AC)	AREA (SQ FT)	AREA (SQ YD)
GREEN AREA	1.2	82,000	92,000
RED AREA	0.8	54,000	61,000
TOTAL	2.0	136,000	153,000

HOUNTAIN ENGINEERING
MORGAN, UTAH 84002
2700 N. OLD HICKORY ROAD
TEL (801) 876-3578

ELQUIST ESTATES, AMENDED PLAT NO. 2

DATE: _____

SCALE: 1" = 100'

PROVISIONAL RECORDATION
This plat is a conveyance of the land shown on this plat to the owner of the land shown on this plat, and shall be subject to the terms and conditions set forth herein. The owner shall be responsible for the maintenance of the easements shown on this plat.

CONVEYANCE
This plat is a conveyance of the land shown on this plat to the owner of the land shown on this plat, and shall be subject to the terms and conditions set forth herein. The owner shall be responsible for the maintenance of the easements shown on this plat.

EASEMENTS
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GENERAL NOTES
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ADDITIONAL NOTES
The owner of the land shown on this plat shall be responsible for the maintenance of all easements shown on this plat. The owner shall also be responsible for the cost of such easements.

ELQUIST ESTATES, AMENDED PLAT NO. 2

CONVEYANCE
This plat is a conveyance of the land shown on this plat to the owner of the land shown on this plat, and shall be subject to the terms and conditions set forth herein. The owner shall be responsible for the maintenance of the easements shown on this plat.

EASEMENTS
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GENERAL NOTES
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ADDITIONAL NOTES
The owner of the land shown on this plat shall be responsible for the maintenance of all easements shown on this plat. The owner shall also be responsible for the cost of such easements.

VEGETATION EASE - SALT LAKE PUBLIC UTILITY

WATER EASE - SALT LAKE PUBLIC UTILITY

SEWER EASE - SALT LAKE PUBLIC UTILITY

GAS EASE - SALT LAKE PUBLIC UTILITY

ELECTRIC EASE - SALT LAKE PUBLIC UTILITY

MORGAN COUNTY COUNCIL
APPROVED BY _____ DATE: _____

MORGAN COUNTY PLANNING COMMISSION
APPROVED BY _____ DATE: _____

MORGAN COUNTY ENGINEER
APPROVED BY _____ DATE: _____

MORGAN COUNTY ATTORNEY
APPROVED BY _____ DATE: _____

HEALTH DEPARTMENT
APPROVED BY _____ DATE: _____

WATER DIVISION
APPROVED BY _____ DATE: _____

MORGAN COUNTY RECORDER
RECORDED BY _____ DATE: _____

MORGAN COUNTY SURVEYOR
APPROVED BY _____ DATE: _____

ATTACHMENT 4: APPLICATION

Subdivision Amendment Application

Planning and Development Services
 48 West Young Street, Morgan, UT 84050
 (801) 845-4015 Fax (801) 845-6087
www.morgan-county.net



Notice: The applicant must submit copies of the preliminary plans and final plat to be reviewed by the County in accordance with the terms of the Morgan County Code. Once a set of preliminary plans and final plat are submitted, the plans are subject to compliance reviews by the various county departments and contracted staff, and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the County Code and all other applicable laws. All submitted preliminary plan and final plat proposals shall be reviewed in accordance with Title 8 of the Morgan County Code. Submission of preliminary plans and final plat in no way guarantees placement of the application on any particular agenda of the County land use authority. It is **strongly** advised that all preliminary and final subdivision plans be submitted well in advance of any anticipated deadlines.

Project Information					
Date of Submission:	Zone: 87-5	Serial#(s): 01-EE-0003-A1	Parcel # (s): 00-0087-2999		
Project Name: Clark				Acres: 9.45	
Project Address: 1450 N. Morgan Valley Dr, Morgan, UT 84050					
Project Description:					
Property Owner(s): Gordon R & Shelly L. Clark	Applicant(s): Same as Owner				
Address: 1450 N. Morgan Valley Dr	Address:				
City: Morgan	State: UT	Zip: 84050	City:	State:	Zip:
Phone:	Phone:				
Contact Person: Ray Clark or Shelly Clark	Address:				
Phone: 801-510-0807 801-499-1614	City:	State:	Zip:		
Cellular:	Fax:	Email:			

*The application you are submitting may become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time to process or may be impossible to complete. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-102.5, please inform the County employee accepting this information. Morgan County does not currently share your private, controlled or protected information with any other person or government entity.

Subdivision Amendment Fees

Number of Lots: _____

- _____ Subdivision Amendment application fee..... \$250.00 plus \$10.00/lot
- _____ Engineering review fees..... \$Actual Cost
- _____ Surveyor review Fees..... \$Actual Cost
- _____ Outside Consultants or Outsourced Staff Fee..... \$ Actual Cost
- _____ Noticing Fee..... \$60.00

For Office Use Only		
Received By:	Date Received:	App. #:

Subdivision Amendment Application
 Planning and Development Services
 48 West Young Street, Morgan, UT 84050
 (801) 845-4015 Fax (801) 845-6087
 www.morgan-county.net



Notice: The applicant must submit copies of the preliminary plans and final plat to be reviewed by the County in accordance with the terms of the Morgan County Code. Once a set of preliminary plans and final plat are submitted, the plans are subject to compliance reviews by the various county departments and contracted staff, and may be returned to the applicant for revision if the plans are found to be inconsistent with the requirements of the County Code and all other applicable laws. All submitted preliminary plan and final plat proposals shall be reviewed in accordance with Title 8 of the Morgan County Code. Submission of preliminary plans and final plat in no way guarantees placement of the application on any particular agenda of the County land use authority. It is strongly advised that all preliminary and final subdivision plans be submitted well in advance of any anticipated deadlines.

Project Information

Date of Submission:	Zone: RB-1/A-20	Send(s): 01-RINDLB-000242	Parcel No(s): 00-0006-4591
Project Name:	Rindlesbach Minor Subdivision 2		
Project Address:	1340 N Morgan Valley DR / Amended Plat No. 3		
Project Description:	Plat Amendment to add a portion of ELQUIST ESTATES		
Property Owner(s):	Chryss Rindlesbach/Gordon LLC		
Address:	City:	State:	Zip:
1340 N Morgan Valley DR	Morgan	UT	84050
Phone:	Morgan		
Phone:	City:	State:	Zip:
	Morgan	UT	84050
Contact Person:	Address:		
Phone:	City:	State:	Zip:
	Morgan	UT	84050
Cellular:	Fax:	Email:	

* The application you are submitting may become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time to process or may be impossible to complete. If you are an "at-risk government employee" as defined in Utah Code Ann. § 63-2-302.5, please inform the County employee accepting this information. Morgan County does not currently share your private, controlled or protected information with any other person or government entity.

Subdivision Amendment Fees

Number of Lots: _____
 Subdivision Amendment application fee.....\$250.00 plus \$10.00/lot
 Engineering review fees.....\$Actual Cost
 Surveyor review fees.....\$Actual Cost
 Outside Consultants or Outsourced Staff Fee.....\$ Actual Cost
 Noticing Fee.....\$60.00

Received By:	Date Received:	App. #:

For Office Use Only

ATTACHMENT 5: SURVEYORS COMMENTS

Jeremiah Cunningham

Both plats are very close to completion:

* The common line between the plats is not matching. When I draft both ties to the section corner, The subdivisions appear to match generally, but I see you are cutting a corner of Lot 3, however (dimension shy by 50 feet). Please decide which line to use and correct the plats and areas accordingly. Also, ask the title company to update their report descriptions for the next version.

*The 32-ft-side Mountain Fuel easement (Exception 15/16) is not showing on either plat. If it does not affect the amendments it can be removed from the reports. If it still affect the plats, please add a note about how it affects them.

* Show entry #'s on easement that were dedicated outside the plat.

On ELQUIST:

* The title report does not match this description (or Rindlesbach, for that matter). Please have them update it for the next version.

* Lot closures are good, as shown, but check them again after deciding what the common line's dimensions will be.

* I just caught that the POB is in the wrong location.

* There are various small typos and missing/overlapping annotations.

* County code wants adjacent streets and public properties to be dashed lines (MCC §8-12-32[I]). Please update your street lines.

On RINDLESBACH

* There are several pieces of overlapping text.

* Label or dimension easement widths.

* The curve table delta angles appear to be giving the wrong interior angles.

Please correct.

* We calculated a lot closure over 0.2'. Please check your dimensions.

Posted Friday at 1:17pm – [Edit](#) or [Delete](#)



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: October 6, 2020

Time Requested: 15min

Name: Lance Evans

Phone: 801-845-4015

Address: 48 W Young Street

Email: levans@morgan-county.net

Fax: _____

Associated County Department: Planning and Development Services

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

****CONTINUATION OF A PUBLIC HEARING FROM THE PLANNING COMMISSION ON September 10, 2020**** Discussion/Public Hearing/Decision: A proposed amendment to the Future Land Use Map of approximately 6 acres going from Agriculture to Rural Residential. Located at approximately 2075 W Old Highway Road, Morgan, Utah.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X



County Council
Staff Report
Future Land Use Map
Amendment

Winter/Sheffield Future Land Use Map Amendment
Public Hearing
October 6, 2020

Application No.: 20.045
Applicant: Davalyn Jensen and Francis Remkes
Owner: Christopher D Winter Trust/Harold L. Sheffield
Project Location: Approximately 2085 W. Old Highway Road
Current Zoning: RR-1 and A-20
General Plan Designation: Rural Residential 1 and Agriculture
Acreage: 6 acres
Request: Amend the Future Land Use Map, changing the existing designation of Agriculture to Rural Residential 1 240 feet back from the center line of W Old Highway Rd.
Date of Application: August 20, 2020

Planning Commission Recommendation: The Morgan County Planning Commission reviewed this application at their September 10th meeting and recommends approval of the future land use map amendment, changing the designation from Agriculture to Rural Residential 1 along the frontage of W Old Highway Road, 240 feet back from the center line, keeping the back portion after the 240 feet Agriculture, subject to all applicable regulations and the following findings:

Findings:

1. That the proposed amendment is in harmony with future land use planning efforts.
2. That the proposed amendment will be in harmony with existing land uses in the area.
3. That the amendment will not adversely impact the adjacent properties.

Background

Francis Remkes applied for the Future Land Use Map amendment in order to change the designation from Agricultural to Rural Residential 1, creating compatibility with the surrounding parcels. The property is located in the Stoddard area of unincorporated Morgan County, north of Interstate 84 and south of W. Old Highway Road. The property is currently in the Rural Residential and Agriculture designation for the Future Land Use Map.

The associated zoning for the property (which is currently zoned at RR-1 and A-20) would only allow for one home to be built on the parcel. The original request was to change the Future Land Use Map designation from Agriculture to Rural Residential on the entire parcel. However, during the Planning Commission Meeting the applicant amended their request to only change the designation from Agriculture to Rural Residential along the frontage of W Old

Highway Road 240 feet back from the center line, keeping the back portion after the 240 feet Agriculture.

Analysis

General Plan and Zoning. Changing the Future Land Use Map/General Plan is a serious undertaking. The General Plan represents the desires of the people of Morgan County, and as such should only be modified to reflect these continuing desires. Care should be taken to ensure viability of any proposed projects, as well as maintaining the desires of the people as expressed in the General Plan.

The General Plan and Future Land Use Map designations for this area anticipate the continued use of this area as both Residential and Agriculture. In designating most of the property as a part of the Agriculture designation, the General Plan demonstrated the desire of the County to support viable agricultural operations in Morgan County, while allowing for incidental large-lot residential and other uses.

The requested designation, Rural Residential, notes that:

Rural Residential: *The Rural Residential category designation accommodates semi-rural large lot development, with generous distances to streets and between residential dwelling units in a viable semi-rural character setting. Residential density in rural residential areas is a maximum of 1 unit per acre. (Pages 7 &13)*

As the front part of the lot is already zoned as RR-1 and there are a number of lots in the area ranging from .50 to 9.50 acres and in the RR-1 zone, the proposed amendment appears to be in keeping with the existing character of the area. It should be noted that an approval of this request may encourage similar requests for other properties in the area to increase the density and change uses.

Morgan County Code lists storm water drainage systems, water supplies, and wastewater and refuse collection as an approval standard. Wastewater and drainage are potential issues that require attention due to the canal that runs through the subject property.

The 2010 Morgan County General Plan identifies the following as three of the six visions for the County that may be applicable to the proposal (*see pages 4 & 5 of the 2010 Morgan County General Plan*):

- 1. Morgan County attracts families with its quality of life, rural atmosphere, secure environment, and natural beauty. Residents have a wide range of employment, housing, and lifestyle choices. The County benefits from a balanced economy, livable wages, economic prosperity, and first-rate community services.*
- 2. Morgan County respects property rights and recognizes personal responsibility to the land and communities.*

5. *Morgan County accommodates growth responsibly by integrating new development in a way that is respectful of the environment, supports County values, considers long-term sustainability, and uses available infrastructure. To help achieve this goal, the County strongly recommends that growth occur within or adjacent to corporate limits and villages, or be located within master-planned communities.*

Ordinance Evaluation:

Morgan County ordinance anticipates amendments to the General Plan. Section 8-3-10: General Plan indicates that:

C. Plan Adoption:

1. *After completing a proposed general plan for all or part of the area within the county, the planning commission shall schedule and hold a public hearing on the proposed plan. After the public hearing, the planning commission may make changes to the proposed general plan.*
2. *The planning commission shall then forward the proposed general plan to the governing body.*
3. *The governing body shall hold a public hearing on the proposed general plan recommended to it by the planning commission.
The governing body shall publish notice of the time, place, and purpose of the public hearing in a newspaper of general circulation in the county at least ten (10) days before the hearing at which the proposed general plan is to be considered and public comment heard.*
4. *After the public hearing, the governing body may make any modifications to the proposed general plan that it considers appropriate.*
5. *The governing body may:*
 - a. *Adopt the proposed general plan without amendment;*
 - b. *Amend the proposed general plan and adopt or reject it as amended; or*
 - c. *Reject the proposed general plan.*
6. *The general plan is an advisory guide for land use decisions.*

D. Amendment of Plan: The governing body may amend the general plan by following the procedures required by subsection C of this section.

This meeting is in fulfillment of subsection (D) above, in following the procedures outlined in subsection (C), which is included for reference.

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter committed to the legislative discretion of the County Council and is not controlled by any one standard. However, in making an amendment, the County Council and Planning Commission should consider the following factors:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the County's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of*

existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property;
and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection. (Ord. 18-07, 11-13-2018)

Planning Commission Minutes:

Discussion/Public Hearing/Decision: A proposed amendment to the Future Land Use Map of approximately 6 acres going from Agriculture to Rural Residential. Located at approximately 2075 W Old Highway Road, Morgan, Utah.

Hale presented the application for a Future Land Use Map Amendment from Agriculture to Rural Residential 1. The proposed amendment would be in harmony with the current zoning. Staff recommends approval.

Member Bass asked what the lot size was for Rural Residential 1. Hale stated it is a minimum of 1 acre.

Member Bass moved to go into public hearing. Second by Member Wilson. The vote was unanimous. Motion carried.

No public comment

Member Mayerle moved to go out of public hearing. Second by Member Little. The vote was unanimous. Motion carried.

Francis Remkes stated the reason they wanted to do the change is to be able to build a home.

Chair Ross asked if the zoning map was correct in the zoning configuration. Evans stated it is the correct zoning. Member Sessions asked if they wanted to change the Future Land Use Map for the entire parcel or just the frontage. The applicant stated they just wanted to do the frontage. The PC discussed that the tunnel zoning would be consistent but the entire parcel would not be consistent with the properties around it.

Hale stated staff understood that the application was for the entire parcel but if the applicant is only wanting to extend the tunnel zoning in order to build a home the applicant can verbally modify the application to request 240 feet deep from the front property line from Agricultural to rural residential.

Member Sessions moved to forward a positive recommendation to the County Council for the Winter/Sheffield Future Land Use Map Amendment, application number 20.045, changing the designation from Agriculture to Rural Residential along the frontage of W Old Highway Road 240 feet back from the center line, based on the findings listed in the staff report dated 10 September 2020.

Second by Member Stephens.

Member Bass moved to amend the motion by inserting keeping the back portion after the 240 feet to Agriculture.

Second by Member Wilson.

The vote was unanimous. Motion carried.

Recommended Motion

Sample Motion for Approval – “I move we approve the Winter/Sheffield Future Land Use Amendment, application number 20.045, changing the designation from Agriculture to Rural Residential 1 along the frontage of W Old Highway Road 240 feet back from the center line, keeping the back portion after the 240 feet Agriculture, based on the findings listed in the staff report dated 6 October 2020.”

Sample Motion for Denial – “I move we deny the Winter/Sheffield Future Land Use Amendment, application number 20.045, changing the designation from Agriculture to Rural Residential 1 along the frontage of W Old Highway Road 240 feet back from the center line, keeping the back portion after the 240 feet Agriculture, *due to the following findings:*”

1. List any additional findings...

Supporting Information

Exhibit A: Vicinity Map
Exhibit B: Future Land Use Map
Exhibit C: Existing Zoning Map
Exhibit D: Proposed Map Amendment
Exhibit E: Property Boundary Description
Exhibit F: Applicant’s Narrative (Application)

Staff Contact

Haylie Hale, Planner I
801-845-4015
Hhale@morgan-county.net

Lance Evans, Planning Director
801-845-4059
levans@morgan-county.net

Exhibit A: Vicinity Map



Exhibit B: Future Land Use Map

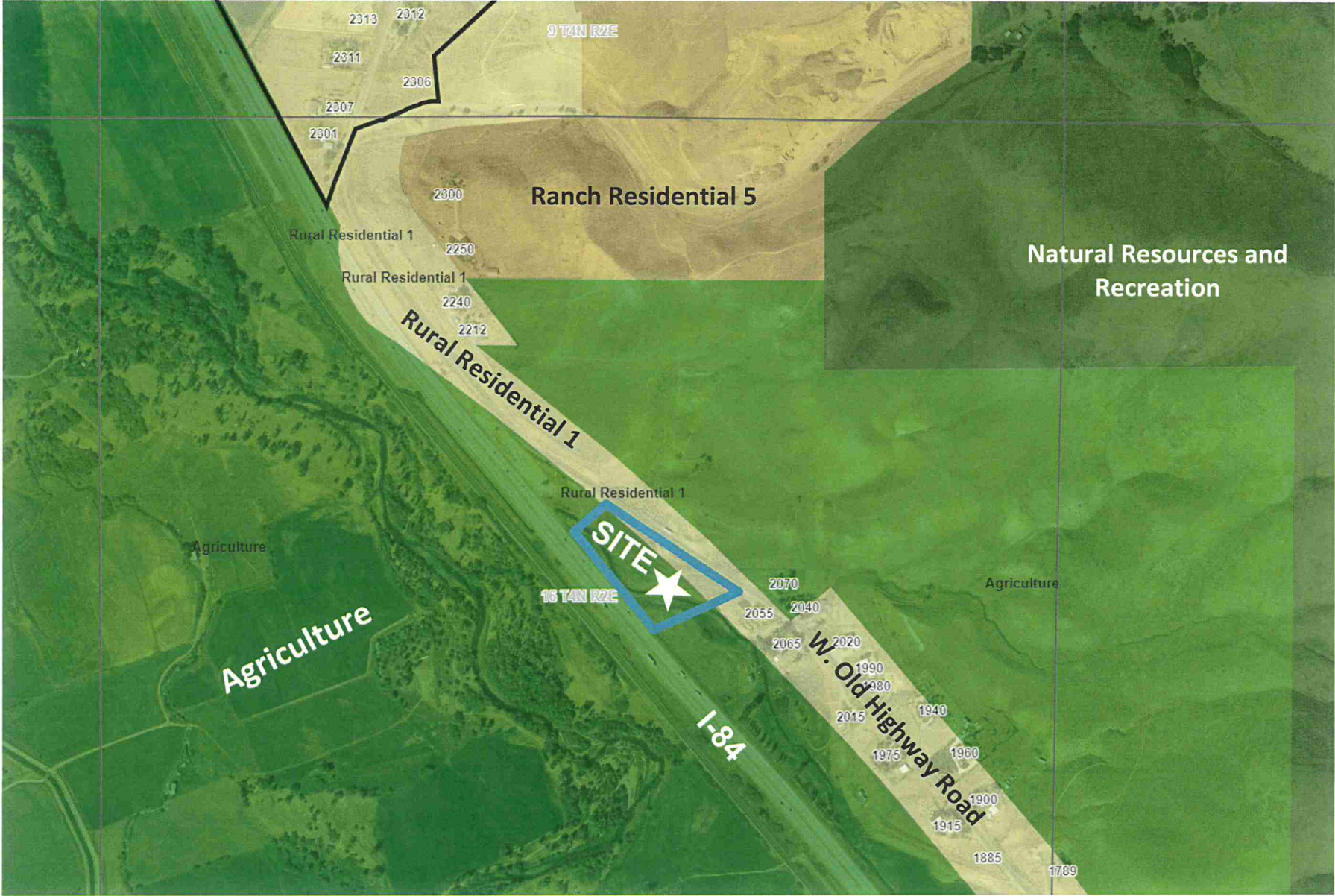


Exhibit C: Existing Zoning Map



Exhibit D: Proposed Map Amendment

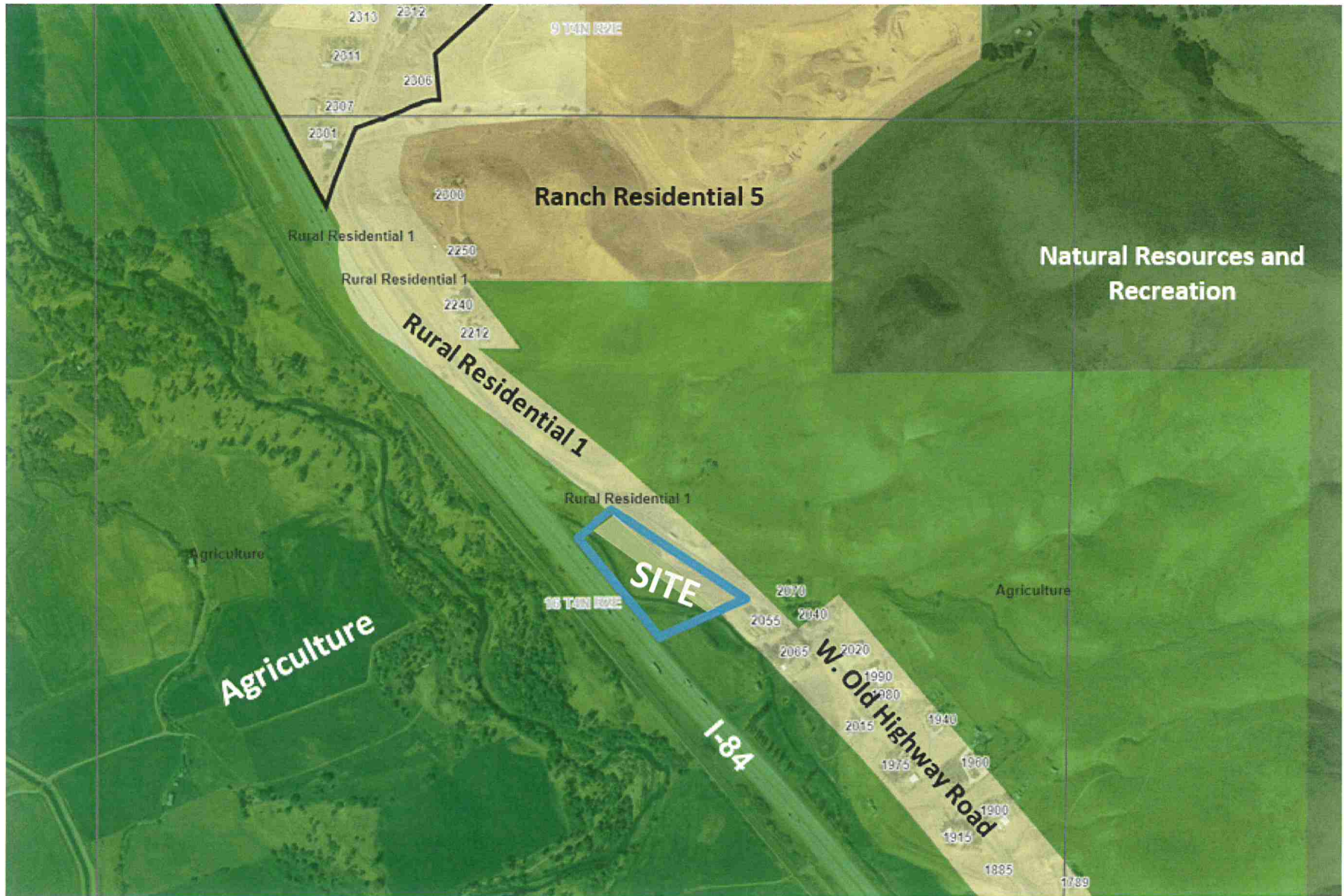


Exhibit E: Property Boundary Description

A PT OF THE E 1/2 OF SEC 16 T4N R2E SLB&M U.S. SUR: BEG AT A PT ON THE NE'LY R. OF W LN OF INTERSTATE 80 AT A PT WH IS N 285.0 FT; W 12.0 FT & N 50*00' E 73.00 FT FRM THE CTR OF SD SEC 16; RUN TH N 50*00' E 230.5 FT M. OR L TO THE SW'LY LN OF THE STATE HWY; TH S 56*15' E 860.0 FT ALG SD LN; TH S 64*48'38" W 491.56 FT TO THE NE'LY LN OF INTERSTATE 80; TH N 39*42' W 700.0 FT ALG SD LN TO THE POB. CONT 6.00 AC.

Exhibit F: Applicant's Narrative (Application)



**ZONE MAP/FUTURE LAND USE MAP
AMENDMENT APPLICATION**

NOTE: Please Read Chapter 4 of the Land Use Management Code as well as any other pertinent sections of the Code/General Plan/Area Plan in detail before submitting any type of Code Amendment Application. The applicant should realize that the typical time frame for a Zoning Ordinance Amendment may be lengthy, depending upon the complexity and issues. Any fees accrued on behalf of this application, by outsourced professionals employed by the county, shall be the responsibility of the applicant.

Serial Number 01-004-198

PARCEL to be amended (attach legal description): 00.0001.5535					
Name of Owner(s): Winter & Sheffield				Date of Submission:	
Owner(s) Address: 771E NorthCrest Dr			Owner(s) Mailing Address (if different):		
City: SLC	State: UT	Zip: 84103	City:	State:	Zip:
Phone:			Email:		
Name of Applicant or Authorized Agent: Francis Remkes					
Agent Address: PO Box 120			Agent Mailing Address (if different):		
City: Morgan	State: UT	Zip: 84050	City:	State:	Zip:
Phone: 801.540.0263			Email: farrem1@msn.com		
Owner(s): Signature of Authorization to file:				Date of Submission: 8.17.2020	
Describe proposed MAP amendment:					
We would like to amend a 6 acre parcel that has over 800 ft. of frontage along Old Hwy Road. This proposal would change the original land use map from agricultural to Rural Residential.					
Describe how this change will affect the general character of the zone:					
This land use change would match adjacent, nearby and adjoining rural residential parcels. It is a change that will create compatibility and appropriate land use w/ the surrounding parcels along Old Hwy Rd. This change does not negatively affect public health or safety of this great community.					
Any additional information that may be useful:					
This will positively improve curb appeal, beautify the county, and overall increase property values for the surrounding - existing homes.					
Pre-Application Conference Date (if applicable or necessary):					



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Clark
48 West Young Street #23
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.737.6209
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: October 6, 2020

Time Requested: 10min

Name: _____

Phone: _____

Address: 48 W Young Street

Email: _____

Fax: _____

Associated County Department: County Clerk

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Discussion/Public Hearing/Decision: Wasatch Peaks Ranch owner requests Morgan County hold a public hearing to consider whether the County should provide services to the Wasatch Peaks Ranch development. It is the preference of the Owner to create two local districts rather than have the County Provide the Services.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

X

**OWNER REQUEST FOR THE PROVISION
OF SERVICES BY MORGAN COUNTY, UTAH**

September 1, 2020

Morgan County
Attn: County Clerk
48 W. Young St.
P.O. Box 886
Morgan, Utah 84050

The undersigned (the “Owners”) hereby request Morgan County, Utah (the “County”) provide the services listed below (the “Services”) pursuant to the Local District Act, Title 17B, Chapter 1, Utah Code Annotated 1953 (the “Act”). The Owners request the Services be provided to the property comprising the Wasatch Peaks Ranch (the “Development”), as further described in Exhibit A (the “Properties”)

I. Owners:

Property Owners:

Ed Schultz on behalf of Wasatch Peaks Ranch, LLC
136 E South Temple, Suite 2425
Salt Lake City, UT 84111
(720) 495-3889

Water Rights Owners:

Ed Schultz on behalf of Wasatch Peaks Ranch, LLC
136 E South Temple, Suite 2425
Salt Lake City, UT 84111
(720) 495-3889

Water rights are as described in Exhibit B (the “Water Rights”)

Each Owner constitutes a sponsor, with Ed Schultz designated as the contact sponsor. The Property Owners constitute the owners of 100% of the total land, constituting 100% of the value of the Properties. The Water Rights Owners constitute 100% of the amount of groundwater diverted in accordance with groundwater rights within the Properties, pursuant to an Application for Exchange of Water with the Weber Basin Water Conservancy District, attached as Exhibit B. There are no registered voters residing within the Properties.

II. Requested Service

The Owners request the County consider a resolution on whether the County should provide the Services to the Property pursuant to Section 17B-1-212 of the Act. In the event the County determines, by resolution or failure to consider such resolution, the Owners intend to petition the County to create two local districts to provide the Services, pursuant to the Act. It is the preference of the Owner to create said local districts rather than have the County provide the Services. The requested Services are as follows:

- (a) The operation of a sewage system;
- (b) the operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of storm and flood water;
- (c) the acquisition or assessment of a groundwater right for the development and execution of a groundwater management plan in cooperation with and approved by the state engineer, including treatment and distribution;
- (d) fire protection;
- (e) garbage collection and disposal;
- (f) construction and maintenance of a right of way; and
- (g) control or abatement of earth movement or a landslide.

III. Description of the Property

The Properties are located at 4213 N Morgan Valley Drive Peterson, Utah 84050 as further described in Exhibit A, including a map thereof.

Exhibit C was provided by the surveyor to support the assumption that the area shown at the south end of the Property is taxed by the County even though a portion of the section is shown in Davis County (Sections 3,10,11, 14 & 34).

IV. Groundwater Assessment

The location of the diversion of the groundwater as to which the Water Rights Owner is requesting is as described in Exhibit B. The method of assessment of the water right would be through annual property taxes and water charges to users. The Owners intend to address blowing dust through use of water right to mitigate dust during construction and after construction there is not blowing dust anticipated because no body of water will be drawn down as a result of use of the ground water.


V. Electronic Means; Counterparts

This Request may be conducted by electronic means and executed in several counterparts, including by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

IN WITNESS WHEREOF, the Owners have each executed this Request as of the date indicated above.

Owners:

Wasatch Peaks Ranch, LLC

DocuSigned by:

03C1E4F54E5B4DE...

By: Ed Schultz

Its: Authorized Representative

EXHIBIT A
DESCRIPTION OF AREA AND MAP

MORGAN COUNTY PROPERTIES:

MORGAN COUNTY PROPERTIES:

TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 6: Tax Parcel No. 00-0000-3408
ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432
ALL OF SECTION 3

PARCEL 8: Tax Parcel No. 00-0000-3465
ALL OF SECTION 11

TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 9: Tax Parcel No. 00-0001-1526
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559
ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583
ALL OF SECTION 3

PARCEL 12: Tax Parcel No. 00-0001-1617
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

PARCEL 13: Tax Parcel No. 00-0001-1666
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE
CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE
NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION;
THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF
BEGINNING.

PARCEL 14: Tax Parcel No. 00-0001-1690
ALL OF SECTION 10

PARCEL 15: Tax Parcel No. 00-0001-1724

ALL OF SECTION 11

PARCEL 16: Tax Parcel No. 00-0001-1773

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

PARCEL 17: Tax Parcel No. 00-0001-1849

ALL OF SECTION 13

PARCEL 18: Tax Parcel No. 00-0001-1872

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

PARCEL 19: Tax Parcel No. 00-0001-1922

ALL OF SECTION 15

PARCEL 20: Tax Parcel No. 00-0001-1963

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

PARCEL 21: Tax Parcel No. 00-0001-2003

ALL OF SECTION 23

PARCEL 21A: Tax Parcel No. 00-0001-2045

THE NORTH HALF OF THE NORTH HALF OF SECTION 24

PARCEL 22: Tax Parcel No. 00-0001-2276

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

PARCEL 23: Tax Parcel No. 00-0001-2292

ALL OF SECTION 27

PARCEL 24: Tax Parcel No. 00-0001-2409

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

PARCEL 25: Tax Parcel No. 00-0001-2466

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 26: Tax Parcel No. 00-0001-6517

THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

PARCEL 26A: Tax Parcel No. 00-0001-6517

THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAILROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY

LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

PARCEL 36: Tax Parcel No. 00-0002-6680

ALL OF SECTION 33

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

PARCEL 38: Tax Parcel No. 00-0002-6805

ALL OF SECTION 35

EXCEPTION THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

"SWAN PARCEL 1": Tax Parcel No. 00-0002-6490

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19 MINUTES EAST 40.0 FEET; THENCE SOUTH 73° 41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73° 41' EAST 60.0 FEET TO THE POINT OF BEGINNING

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT OF WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT OF WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: 01-005-065-NA BOOK M4, PAGE 401, A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54° 12' EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE

WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

"SWAN PARCEL 2": Tax Parcel No. 00-0002-6417

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

Map

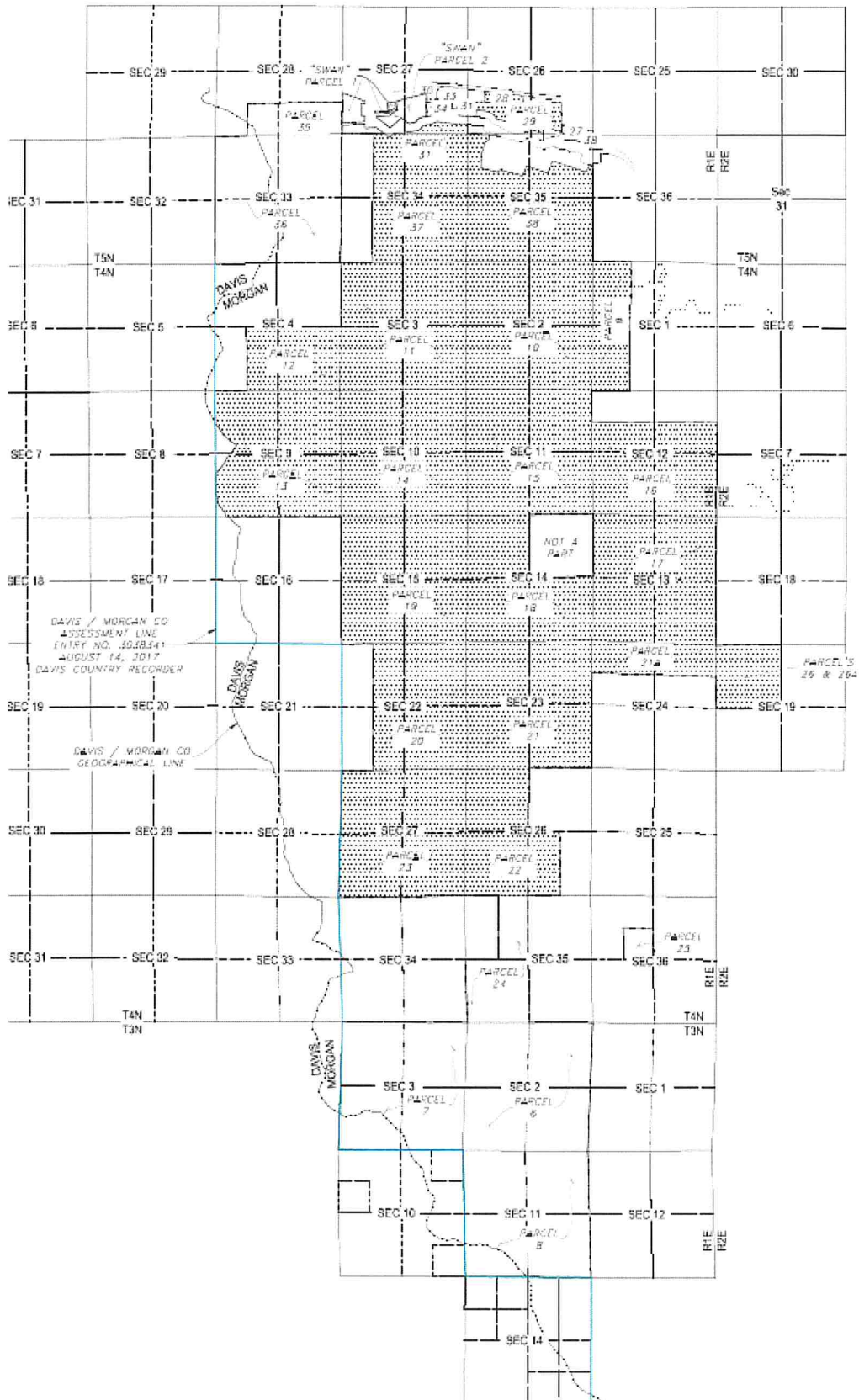


EXHIBIT B
Water Rights

APPLICATION FOR EXCHANGE OF WATER

Rec. by AMEY 528178 ^{CP}

STATE OF UTAH

Fee Reqd \$ 400.00

Receipt # 19-05014

For the purpose of obtaining permission to make an exchange of water in the State of Utah, application is hereby made to the State Engineer, based upon the following showing of facts, submitted in accordance with the requirements of Laws of Utah (Sec.73-3-20, Utah Code Annotated, 1953).

EXCHANGE: E5979 BASE: 35-828 CONTRACT/STOCK#: 77158
(X934NJANKO) COUNTY TAX ID: 01-003-002

1. NAME: Wasatch Peaks Ranch LLC
ADDRESS: c/o: Ed Schultz
136 E South Temple, Suite 2425
Salt Lake City, UT 84111

2. Filed: 11-21-19 Priority: 11-21-19

***** C U R R E N T R I G H T *****

3. RIGHT EVIDENCED BY:
US Bureau of Reclamation & Contract with Weber Basin Water Conservancy District under 35-828(A27609)

4. FLOW: 2,000.0 acre-feet
SOURCE: Wanship Reservoir
COUNTY: Summit

5. POINT OF DIVERSION -- SURFACE:
(1) N 1,760 ft. E 3,023 ft. from SW corner, Section 29, T 1N, R 5E, SLBM
Diverting Works: Wanship Dam
Source: Weber River

6. NATURE OF USE: PERIOD OF USE:
OTHER: Irrigation, municipal, domestic, industrial and stockwatering under Appl.27611 Jan 1 to Dec 31

***** P R O P O S E D E X C H A N G E *****

7. FLOW: 2,000.0 acre-feet PERIOD OF USE: Jan 1 to Dec 31
SOURCE: Wells (12); Canals (5); Weber River; Rediv - Ponds
COUNTY: Morgan COMMON DESCRIPTION: Peterson

8. POINTS OF EXCHANGE -- SURFACE:
(1) N 900 ft. W 310 ft. from E¼ corner, Section 01, T 4N, R 1E, SLBM
Diverting Works:
Source: Lower Whitear Turnout
(2) N 1,520 ft. E 830 ft. from S¼ corner, Section 27, T 5N, R 1E, SLBM
Diverting Works:
Source: Weber River Diversion

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NOV 21 2019

Continued on Next Page

WATER RIGHTS
SALT LAKE

- (3) N 490 ft. W 290 ft. from SE corner, Section 27, T 5N, R 1E, SLBM
Diverting Works:
Source: Canal Siphon 7
- (4) S 1,720 ft. W 700 ft. from N¼ corner, Section 36, T 5N, R 1E, SLBM
Diverting Works:
Source: Canal Siphon 5
- (5) S 790 ft. E 100 ft. from NW corner, Section 36, T 5N, R 1E, SLBM
Diverting Works:
Source: Canal Siphon 6
- (6) S 1,180 ft. W 1,020 ft. from N¼ corner, Section 36, T 5N, R 1E, SLBM
Diverting Works:
Source: Lower Sessions Turnout

8. POINTS OF EXCHANGE -- UNDERGROUND:

- (1) S 1,490 ft. W 980 ft. from N¼ corner, Section 02, T 3N, R 1E, SLBM
Diameter of Well: 10 ins. Depth of Well: 200 to 500 feet
Comment: Camp Site Well
- (2) N 70 ft. W 550 ft. from E¼ corner, Section 02, T 4N, R 1E, SLBM
Diameter of Well: 10 ins. Depth of Well: 200 to 500 feet
Comment: Lake Camp Well
- (3) N 50 ft. W 60 ft. from SE corner, Section 09, T 4N, R 1E, SLBM
Diameter of Well: 12 ins. Depth of Well: 500 to 1,000 feet
Comment: Snowmaking Reservoir Well
- (4) N 2,340 ft. E 260 ft. from S¼ corner, Section 14, T 4N, R 1E, SLBM
Diameter of Well: 10 ins. Depth of Well: 1,000 to 2,000 feet
Comment: Golf Reservoir Well
- (5) S 50 ft. W 1,010 ft. from N¼ corner, Section 22, T 4N, R 1E, SLBM
Diameter of Well: 12 ins. Depth of Well: 500 to 1,000 feet
Comment: Ranch Lot North Well
- (6) N 1,100 ft. W 760 ft. from SE corner, Section 23, T 4N, R 1E, SLBM
Diameter of Well: 10 ins. Depth of Well: 500 to 1,000 feet
Comment: Ranch Lot South Well
- (7) S 570 ft. E 700 ft. from NW corner, Section 19, T 4N, R 2E, SLBM
Diameter of Well: 10 ins. Depth of Well: 200 to 500 feet
Comment: Equestrian Well
- (8) N 970 ft. W 1,160 ft. from S¼ corner, Section 26, T 5N, R 1E, SLBM
Diameter of Well: 16 ins. Depth of Well: 200 to 300 feet
Comment: North Well - 3
- (9) N 290 ft. E 1,230 ft. from S¼ corner, Section 26, T 5N, R 1E, SLBM
Diameter of Well: 16 ins. Depth of Well: 200 to 300 feet
Comment: North Well - 4
- (10) N 120 ft. W 210 ft. from SE corner, Section 26, T 5N, R 1E, SLBM
Diameter of Well: 16 ins. Depth of Well: 200 to 300 feet
Comment: North Well - 5
- (11) N 1,040 ft. E 550 ft. from SW corner, Section 26, T 5N, R 1E, SLBM
Diameter of Well: 16 ins. Depth of Well: 200 to 300 feet
Comment: North Well - 2
- (12) N 1,370 ft. E 1,190 ft. from S¼ corner, Section 27, T 5N, R 1E, SLBM
Diameter of Well: 10 ins. Depth of Well: 200 to 300 feet
Comment: Well A

Continued on Next Page

9. POINT(S) OF RELEASE:

FLOW: 2,000.0 acre-feet

PERIOD OF USE: Jan 1 to Dec 31

***Location of Release Point(s) is the SAME as Point(s) of Diversion in CURRENT RIGHT above

10. WATER USE INFORMATION:

MUNICIPAL: from Jan 1 to Dec 31. Unnamed.

The Acre Foot SOLE SUPPLY contributed by X934 for MUNICIPAL Use in this group is 2,000.0.
 Future Water Special Service District associated with Wasatch Peaks Ranch LLC

PLACE OF USE: (which includes all or part of the following legal subdivisions or Service Areas:)

Municipal Place of Use is within the Service Area of Unnamed

PLACE OF USE: (which includes all or part of the following legal subdivisions:)

BS TOWN RANG SC	Northwest Quarter				Northeast Quarter				Southwest Quarter				Southeast Quarter				Section	Totals
	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE	NW	NE	SW	SE		
SL 3N 1E 02	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 3N 1E 03	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 3N 1E 10					*	X			*				*			X	*	0.0000
SL 3N 1E 11	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 3N 1E 14	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 01	X	X	X	X	*				*X	X	X	X	*				*	0.0000
SL 4N 1E 02	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 03	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 04					*				*	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 09	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 10	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 11	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 12			X	X	*		X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 13	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 14	X	X	X	X	*				*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 15	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 22		X	X	X	*X	X	X	X	*	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 23	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 24	X	X	X	X	*X	X	X	X	*				*				*	0.0000
SL 4N 1E 26	X	X	X	X	*				*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 27	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 1E 35		X	X	X	*				*X	X	X	X	*				*	0.0000
SL 4N 2E 07					*				*X	X	X	X	*X	X	X	X	*	0.0000
SL 4N 2E 19	X	X	X	X	*				*				*				*	0.0000
SL 5N 1E 26					*				*X	X	X	X	*	X	X	X	*	0.0000
SL 5N 1E 27					*				*	X	X	X	*X	X	X	X	*	0.0000
SL 5N 1E 34		X	X	X	*X	X	X	X	*	X	X	X	*X	X	X	X	*	0.0000
SL 5N 1E 35	X	X	X	X	*X	X	X	X	*X	X	X	X	*X	X	X	X	*	0.0000
Group Total:																	0.0000	

STORAGE:

Storage from Jan 1 to Dec 31, inclusive, in Lake Camp Reservoir, with a capacity of 117.500 acre-feet, dam height of 70 feet, inundating 6.92 acres.

Continued on Next Page

	NORTH-WEST¼ NW NE SW SE	NORTH-EAST¼ NW NE SW SE	SOUTH-WEST¼ NW NE SW SE	SOUTH-EAST¼ NW NE SW SE
Sec 02 T 4N R 1E SLBM	: : :	: : X: X	: : :	X: X: : :

Storage from Jan 1 to Dec 31, inclusive, in Snowmaking Reservoir, with a capacity of 38.400 acre-feet, dam height of 19 feet, inundating 2.39 acres.

	NORTH-WEST¼ NW NE SW SE	NORTH-EAST¼ NW NE SW SE	SOUTH-WEST¼ NW NE SW SE	SOUTH-EAST¼ NW NE SW SE
Sec 09 T 4N R 1E SLBM	: : :	: : :	: : :	: : : X
Sec 10 T 4N R 1E SLBM	: : :	: : :	: : X:	: : :

Storage from Jan 1 to Dec 31, inclusive, in Golf Reservoir, with a capacity of 12.600 acre-feet, dam height of 28 feet, inundating 1.29 acres.

	NORTH-WEST¼ NW NE SW SE	NORTH-EAST¼ NW NE SW SE	SOUTH-WEST¼ NW NE SW SE	SOUTH-EAST¼ NW NE SW SE
Sec 14 T 4N R 1E SLBM	: : :	: : :	: : :	: X: : :

Storage from Jan 1 to Dec 31, inclusive, in Albert Whitear (Three Toes) Res., with a capacity of 30.300 acre-feet, dam height of 26 feet, inundating 2.63 acres.

	NORTH-WEST¼ NW NE SW SE	NORTH-EAST¼ NW NE SW SE	SOUTH-WEST¼ NW NE SW SE	SOUTH-EAST¼ NW NE SW SE
Sec 11 T 4N R 1E SLBM	: : :	: : :	: : :	: X: : :

EXPLANATORY

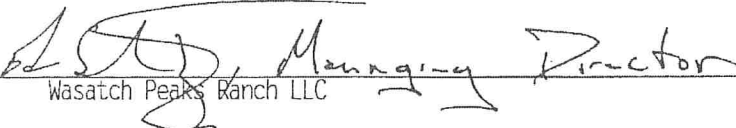
Explanatory: See Attachment

Contract Date: Feb 1, 2019

If applicant is a corporation or other organization, signature must be the name of such corporation or organization by its proper officer, or in the name of the partnership by one of the partners, and the names of the other partners shall be listed. If there is more than one applicant, a power of attorney, authorizing one to act for all should accompany the application.

The undersigned hereby acknowledges that even though he/she/they may have been assisted in the preparation of the above-numbered application through the courtesy of the employees of the Division of Water Rights, all responsibility for the accuracy of the information contained herein, including maps and other attached documents, at the time filing, rests with the applicant(s).

Continued on Next Page

 Managing Director
Wasatch Peaks Ranch LLC

Attachment to Explanatory Section Exchange E5979

Applicant Wasatch Peaks Ranch, LLC files this application to exchange 2,000 ac-ft/yr of Weber Basin Water Conservancy District contract water, for the right to divert groundwater from wells that are tributary to the Weber River Drainage Basin, Morgan County, Utah. This Exchange Application contemplates a Municipal use under a Public Water System managed by a Water Special Service District to meet the water needs of the 11,500-acre Wasatch Peaks Ranch near Peterson, Utah.

Although 12 well points of exchange are described in the application, only the minimum number of wells will be drilled to satisfy the needs of the development. Furthermore, the proposed direct diversion from the Weber River and diversions from existing Gateway Canal siphons will only occur during those times when groundwater sources are not capable of meeting project water demands. Based on the results of a test well drilling program, the majority of groundwater will be developed from the alluvial valley-fill aquifer adjacent to the Weber River. The Camp Well (Underground POD #1), and other on-mountain well points of diversion located in the Peterson Creek drainage, are intended to be limited production wells to meet the local water demands of the project.

For every acre-foot of water extracted from wells or diverted from surface water sources an equal amount of water will be released from upstream storage on the Weber River to mitigate potential impairment to water users. Furthermore, in order to minimize the potential for interference with prior water rights, the majority of groundwater will be developed from wells completed in alluvial deposits located adjacent to the Weber River near Gateway. The US Geological Survey (1984) and Utah Geological Survey (2012) report that the Weber River below Petersen is a gaining stream, thereby minimizing aquifer drawdown and the potential for impairment of existing regional water sources.

This application proposes Municipal Use by a Public Water System and future Special Service District. Proposed Municipal uses include:

- 750 Equivalent Domestic Units (EDU) including single family and resort facilities with year-round use;
- Irrigation of a golf course and other properties during the irrigation season, and;
- Snowmaking during the fall and winter months.

Three off-channel water storage ponds and the expansion of one existing pond are proposed inundating a total surface area of 13.23 acres, and storing a total estimated 198.80 ac-ft. The ponds are not intended to capture and divert on-mountain surface water. They will store water diverted from wells, the Gateway Canal or the Weber River before distribution. All uses, including pond evaporative losses, will be reported annually to the Utah Division of Water Rights through the water use reporting program.

Snowmaking will occur during the late fall and winter months on upper elevation terrain tributary to Peterson Creek and the Weber River. We estimate snowmaking water consumption based on rates of depletion accepted for nearby Snowbasin Resort. Studies have shown that the consumption of the water from the snowmaking process, together with watershed losses, average around 18%. In addition to providing return flows of around 82%, higher density man-made snow delays snowmelt runoff, further benefiting regional water users. Although Wasatch Peaks Ranch may choose to capture a portion of the artificial snow runoff, this water resource will greatly supplement natural supplies to the benefit of regional water users.

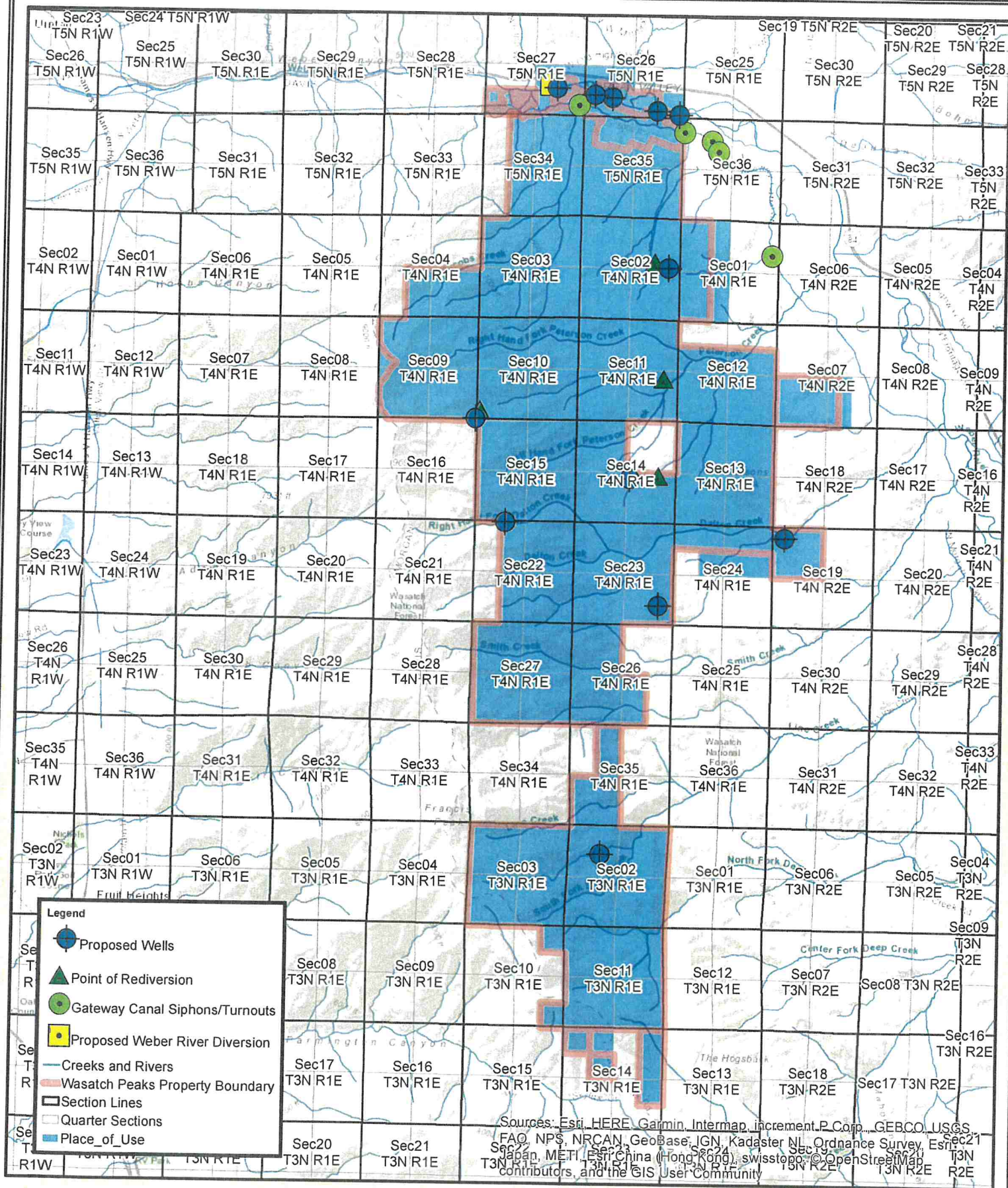
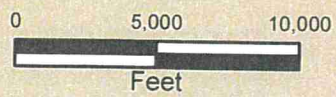


Figure 1
Proposed Place of Use
WPR Exchange Application ES979
Morgan County, Utah



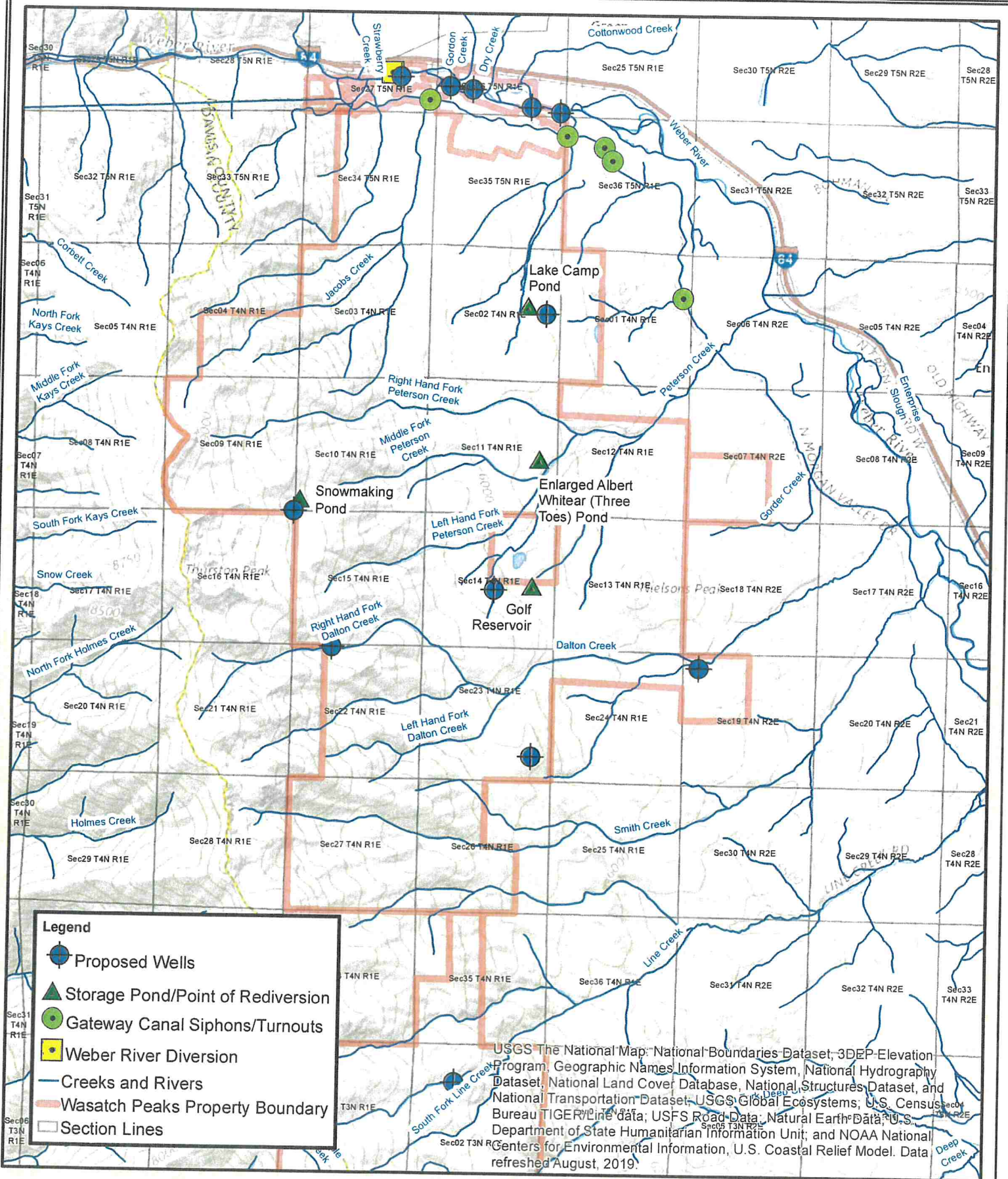


Figure 2
Hereafter Points of Diversion
WPR Exchange Application ES979
Morgan County, Utah

N

Prepared by Van F. King, P.G.

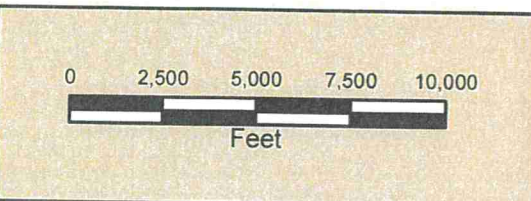


EXHIBIT C

Evidence of Taxation by Morgan County

07-008-0001
07-007-0001
07-001-0001

11-171-0001
11-168-0003

11-168-0004
11-165-0001
18-164-0001
11-161-0001

3038341
BK 6827 PG 46

E 3038341 B 6827 F 46-49
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
08/14/2017 09:24 AM
FEE \$0.00 Pgs: 4
DEP RTT REC'D FOR DAVIS COUNTY REC
ORDER

When recorded mail to:
Davis County Recorder
Attn: Richard Maughan
P. O. Box 618
Farmington, UT 84025

AFFIDAVIT

RETURNED

AUG 14 2017

State of Utah)
 :SS
County of Davis)

COME NOW the affiants, RICHARD T. MAUGHAN, duly elected Recorder of Davis County, Utah, and MAX ELLIOTT, duly elected Surveyor of Davis County, Utah, this 14th day of August, 2017, who depose and state as follows:

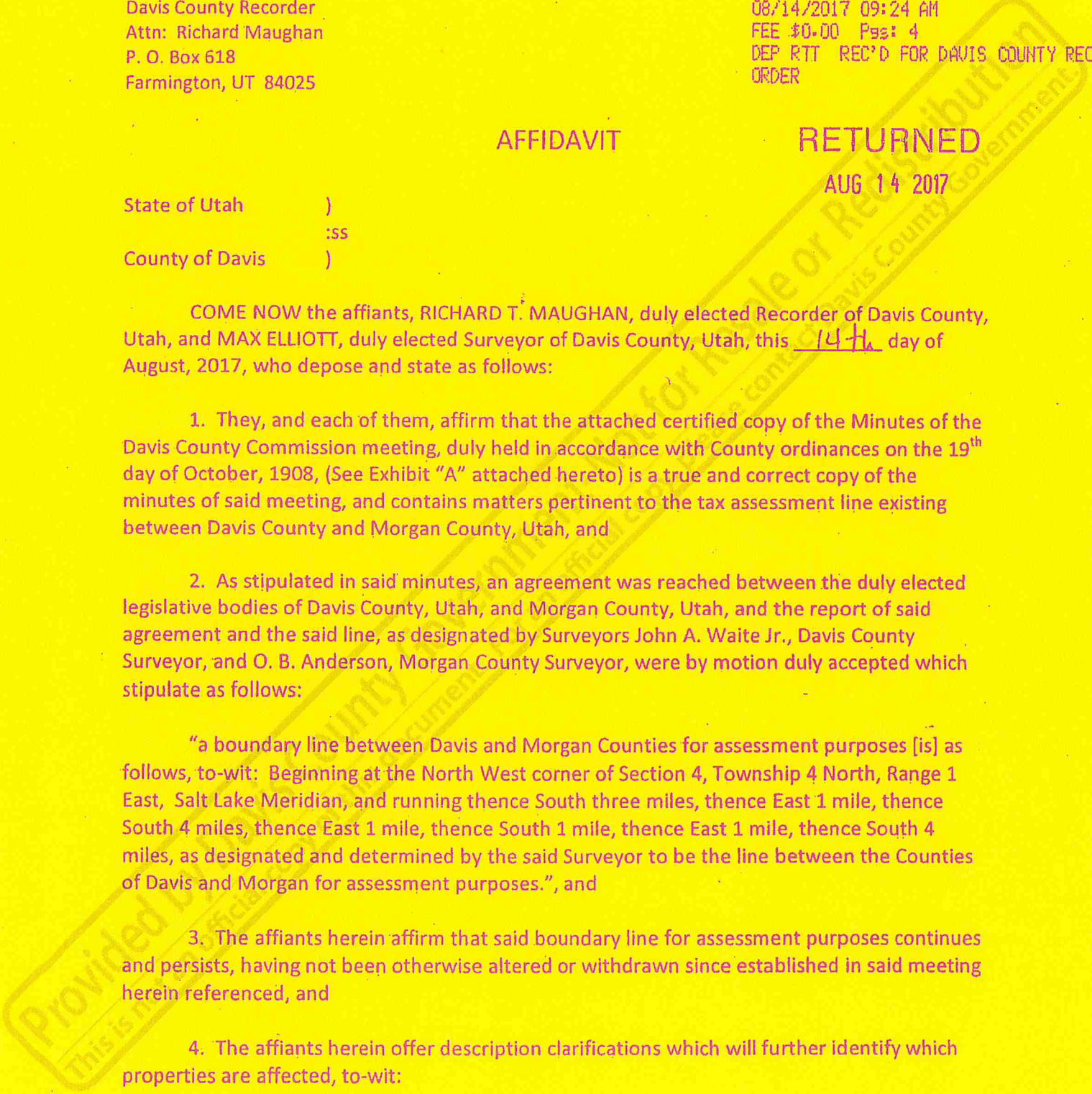
1. They, and each of them, affirm that the attached certified copy of the Minutes of the Davis County Commission meeting, duly held in accordance with County ordinances on the 19th day of October, 1908, (See Exhibit "A" attached hereto) is a true and correct copy of the minutes of said meeting, and contains matters pertinent to the tax assessment line existing between Davis County and Morgan County, Utah, and

2. As stipulated in said minutes, an agreement was reached between the duly elected legislative bodies of Davis County, Utah, and Morgan County, Utah, and the report of said agreement and the said line, as designated by Surveyors John A. Waite Jr., Davis County Surveyor, and O. B. Anderson, Morgan County Surveyor, were by motion duly accepted which stipulate as follows:

"a boundary line between Davis and Morgan Counties for assessment purposes [is] as follows, to-wit: Beginning at the North West corner of Section 4, Township 4 North, Range 1 East, Salt Lake Meridian, and running thence South three miles, thence East 1 mile, thence South 4 miles, thence East 1 mile, thence South 1 mile, thence East 1 mile, thence South 4 miles, as designated and determined by the said Surveyor to be the line between the Counties of Davis and Morgan for assessment purposes.", and

3. The affiants herein affirm that said boundary line for assessment purposes continues and persists, having not been otherwise altered or withdrawn since established in said meeting herein referenced, and

4. The affiants herein offer description clarifications which will further identify which properties are affected, to-wit:



"Beginning at the Northwest corner of Section 4, Township 4 North, Range 1 East, Salt Lake Meridian, U.S. Survey; running thence Southerly along the west lines of Section 4, 9, and 16, T4NR1E, for a distance of 3 miles, to the Southwest corner of said Section 16, thence Easterly 1 mile along the South line of Section 16 to the Northwest corner of Section 22, T4NR1E, thence Southerly 4 miles along the West lines of Section 22, 27, 34 of T4NR1E, and the West line of Section 3, T3NR1E to the Southwest corner of said Section 3; thence Easterly 1 mile along the South line of said Section 3, to the Northwest corner of Section 11, T3NR1E; thence Southerly 1 mile along the West line of said Section 11 to the Southwest corner of said Section 11; thence Easterly along the South line of said Section 11 to the Northwest corner of Section 13, T3NR1E; thence Southerly 4 miles along the West line of Sections 13, 24, 25, and 36, T3NR1E, to the assessment boundary line terminus."

5. FURTHER affiants state not.

WITNESS the hands of the affiants herein, this 14th day of August, 2017.

Richard T. Maughan
RICHARD T. MAUGHAN
DAVIS COUNTY RECORDER

Max Elliott
MAX ELLIOTT
DAVIS COUNTY SURVEYOR

STATE OF UTAH } SS:

COUNTY OF DAVIS } On the 14th day of August, 2017, personally appeared before me,
Suzanne D. Wright, Notary Public for the State of Utah,

RICHARD T. MAUGHAN, Davis County Recorder, and MAX ELLIOTT, Davis County Surveyor, Grantors and Affiants, who duly acknowledged to me that they are the Davis County Recorder and the Davis County Surveyor, respectively, and that they are the signers of the above Affidavit, by authority granted them under the statutes of the State of Utah.



Suzanne D. Wright

NOTARY PUBLIC

Residing at: Farmington, Utah

My Commission Expires 10-16-2019

MINUTE BOOK, DAVIS COUNTY.

3038341
BK 6827 PG 48

DATE

BOARD OF COUNTY COMMISSIONERS

ADJOURNED SESSION.

October 19th, 1908, at ten O'clock A. M.

Commissioners met pursuant to adjournment.

There were present Commissioners, Randall, Ferneluis, and Walsh and Henry W. Stahle, County Clerk.

Minutes of October 5th, 1908, were read and approved.

The resignation of John S. White as Judge of Election for Election District No. 6, was accepted and John T. Williams was appointed Judge of Election for said District, vice John S. White resigned.

It appearing that John W. Singleton had failed to Qualify for the reason that he is a nominee on the Democratic ticket, Upon motion said office is declared vacant and Adam Patterson was appointed Judge of Election of said District, vice John W. Singleton, resigned.

A Communication was read and filed herein from the Electrical Engineering and Construction Company, regarding their bid and that it contained a clerical error making the bid for the Electrical wiring of the County Court House and Jail \$212.00, instead of \$112 making their bid the highest of the three, therefore, and upon motion, it is hereby ordered that the bid of Meldrum and Gunn for \$147.00 for the Electrical wiring of the Court House and Jail be accepted and it is ordered that the Clerk be instructed to write them concerning the letting of the contract.

The report of the Surveyors, John A. Waite Jr., of Davis County, and O. B. Anderson of Morgan County, was read, filed herein, wherein they beg to report that they had agreed upon a boundary line between Davis and Morgan Counties for assessment purposes as follows, to-wit;-- Beginning at the North West corner of Section 4, Township 4 North, Range 1 East, Salt Lake Meridian, and running thence South three miles, thence East 1 mile, thence South 4 miles, thence East 1 mile, thence South 1 mile, thence East 1 mile, thence South 4 miles. The report was fully considered and upon motion, the same is hereby accepted and the line, as designated and determined by the said Surveyors to be the line between the Counties of Davis and Morgan for assessment purposes.

The application of Mrs George Wintle, for further reduction on her taxes for the year 1908, on account of indigency, was further considered and at present no action taken.

Upon motion, an appropriation of \$5,000.00, was made for road purposes, to be expended upon the roads of Davis County, as follows, Road District No. 1, \$2500.00; Road District No. 2, \$1250.00; and Road District No. 3, \$1250.00. The above respective amounts to be expended under the supervision of the respective commissioners of said District.

The application of F. B. VanCleave, Representing J. D. Adams and Company for the advancement of the freight on the Road King Grader, shipped from the factory to Layton, Utah amounting to \$57.66 was considered and upon motion the County Auditor was authorized and

MINUTE BOOK, DAVIS COUNTY.

DATE

BOARD OF COUNTY COMMISSIONERS

The application of George H. Blood, County Treasurer for the necessary help for the collection and distribution of taxes for the year 1908, was read and duly considered and upon motion said application is hereby granted and the male help is fixed not to exceed \$3.00 per day and female help not to exceed \$1.50 per day.

The matter of discontinuing the monthly allowance made to Bertha Lerquist of \$5.00 per month, was duly considered and upon motion said monthly allowance was discontinued for the reason that she has recently married.

The application of Eudora Casey for monthly allowance was considered upon her application on file herein on account of indigency and after due consideration a monthly allowance of \$5.00 per month was made her until otherwise ordered by the Board.

The application of the Surveyor, John A. Waite Jr. for men to cut the brush where the preliminary survey, for the new road, has been made in South Weber, at the Sand Hill, was considered and referred to Commissioner Ferneluis with power to act.

The resignation of David Hess as Judge of Election for Election District No. 7, was accepted and upon motion, Luella M. Hess was appointed Judge of Election of said District, vice, David Hess, Resigned.

Adjourned to November 2nd, 1908.

Henry W. Stahle,

County Clerk.

The above and foregoing Minutes approved.

M H Randall

Chairman.

October 29th, 1908.

Pursuant to section 544, of the Compiled Laws of Utah, 1907, the Board having been informed that Samuel Cook, heretofore appointed to act as Judge of Election in District No. 15, was disqualified for the reason that he did not reside within the district for which he was appointed to act, therefore Upon motion Chairman of Melvin H. Randall said office is hereby declared vacant and David Cook is hereby appointed Judge of Election of said District Approved above Minute entry.

M H Randall

Chairman.

October 31st, 1908.

Pursuant to Section 544, Compiled Laws of Utah, 1907, the Board having been informed that Myron Adam Patterson, heretofore appointed to act as Judge of Election in District No.



STATE OF UTAH)
COUNTY OF DAVIS) ss.

I, THE UNDERSIGNED, CLERK/AUDITOR OF DAVIS COUNTY, UTAH, DO HEREBY CERTIFY THAT THE ANNEXED AND FOREGOING IS A TRUE AND FULL COPY OF AN ORIGINAL DOCUMENT ON FILE IN SAID OFFICE.
WITNESS MY HAND AND SEAL OF SAID OFFICE

THIS 11 DAY OF August, 2017
CURTIS KOCH, CLERK/AUDITOR

[Signature] DEPUTY



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: October 6, 2020

Time Requested: _____

Name: Sarah Swan

Phone: _____

Address: _____

Email: _____

Fax: _____

Associated County Department: _____

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Request for approval of a policy outlining the process for contract approvals.

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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

MORGAN COUNTY POLICY RELATING TO CONTRACTS

1.0 PURPOSE

To establish a uniform policy for requesting, approving and recording contracts.

2.0 POLICY

A. Definitions

1. Contract – Any written agreement between the County and another party that is intended to be legally binding regardless of whether or not the document is labeled or characterized as a “contract,” “agreement,” “memorandum,” “letter of understanding,” “statement of understanding,” “grant application,” “donation form,” or any other term.
2. Original Copy – The version of a contract that has been executed with the original signatures of the Morgan County Council, attested by the Clerk/Auditor and marked by the County.

B. Contacting Authority

1. Except as otherwise provided for in Morgan County Ordinance 179, no contract shall be made or entered into on behalf of or in the name of Morgan County or a department of the County unless the contract is in writing and has been approved by the Morgan County Council and executed by the Chair of the County Council or his or her designee.

C. Contracting Designee

1. The County Council may by ordinance delegate authority to the purchasing agent or other County officers to execute certain contracts.

D. Penalties for Violation of Contracting Policy

1. Any contract that is executed in violation of this policy shall be considered void.
2. If any public funds have been expended pursuant to a voided contract, the amount expended may be recovered in the name of the County in an appropriate legal action. Any contract executed in violation of this policy and that is not ratified by the specific action of the County Council may result in:
 - a. The personal obligation and liability for the contract of the officer, deputy, or employee of the County who executed the contract, and/or:
 - b. Disciplinary action against the officer, deputy, or employee of the County who executed the contract.

E. Ratification of Contracts

1. Instances may arise in which a contract needs to be executed by the Council prior to the next regularly scheduled Council Meeting. Such instances should be extremely rare. In such cases, the contract must be approved by the department head, the County Attorney's Office, the Clerk/Auditor's Office, and at least four councilmembers prior to its execution.

3.0 Procedure

A. Contract Procedure: For all contracts to flow in a timely manner through the County system, the following workflow and deadlines are required for submission/approval of contracts.

1. Creation of Contract:
 - a. County departments will work with the County Attorney's Office to create/approve all contracts entered into by the County.
 - b. Once a contract is approved by the Attorney's Office, the department will obtain signature Clerk/Auditors Office indicating sufficient funds are budgeted for the contract. The County Council will be the final party to sign the contract.

B. Submission of Contract for Consideration:

1. The following steps should be followed to submit a contract for approval by the County Council:
 - a. The department completes an agenda item request form and attaches it to the contract.
 - b. The contract is submitted to the Clerk/Auditor no later than 12:00 p.m. on the Wednesday prior to the Tuesday Council meeting.
2. Failure to submit contracts in a timely manner may delay the presentation and approval.
3. The department should submit the total number of copies required for execution. The County will always keep one original copy for filing in the County archive.

C. Presentation of Contract

1. A representative of the department shall attend the Tuesday Council Meeting to present the contract and answer any questions the Council may have in regard to the contract. At the Council's discretion, the contract will be approved, denied, or held for further consideration.



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
Fax: 801.829.6176
Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: October 6, 2020 Time Requested: 10 minutes
Name: Robert McConnell Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: County Council

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Ratification of County Council decision to declare State of Emergency arising from Wind Storm

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



County Council Agenda Request Form

All Agenda items, including back-up materials, must be submitted to:

Morgan County
Attn: Stacy Nets Clark
48 West Young Street
P O Box 886
Morgan, UT 84050
Phone: 801.845.4011
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Email: sclark@morgan-county.net

****ALL DOCUMENTATION IS DUE ON OR BEFORE 12:00 PM ON THE TUESDAY PRIOR TO A SCHEDULED COUNTY COUNCIL MEETING****

This form must be submitted, along with any required documentation, or the Agenda Item will not be scheduled until the next County Council Meeting

Council Meeting Date: October 6, 2020 Time Requested: 10 minutes
Name: Robert McConnell Phone: _____
Address: _____
Email: _____ Fax: _____
Associated County Department: Public Works

PURPOSE FOR THE AGENDA ITEM - MUST BE SPECIFIC:

Ratification of County Council approval of Bids to replace communications tower

WILL YOUR AGENDA ITEM BE FOR:

DISCUSSION
DECISION
BOTH
INFORMATION ONLY

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



BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street
 Ocala, FL 34480
 VOICE: (352) 622-7700
 FAX: (352) 629-7000

QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 577220
 Date: 09/17/2020 MOST QUOTES VALID FOR 30 DAYS
 Page: 1 PLEASE VERIFY PRIOR TO ORDERING
 Quote For: RON TICOMB
 Submitted By: Travis Tibbot

B KUTE
 I UNIVERSITY OF UTAH Initial
 L 200 S. CENTRAL CAMPUS DRIVE
 L RM 321, ACCOUNTS PAYABLE
 T SALT LAKE CITY, UT 84112-9003 US
 O

S UNIVERSITY OF UTAH Initial
 H 255 S. CENTRAL CAMPUS DRIVE
 I LNCO BUILDING 2400
 P SALT LAKE CITY, UT 84112- US
 T RON TICOMB
 O 1-801-560-0069

CUSTOMER PO #	SHIP VIA	PAYMENT TERMS	PHONE	FOB
	WHEN NEEDED?	SPECIAL-30 DAYS/REG-31	1-801-585-7540	ORIGIN

LINE	ITEM NUMBER	DESCRIPTION	UNITS	DISC EACH	DISC TOTAL	LIST EACH	LIST TOTAL
1	SCA-75010210	SCALA UHF H-POL PANEL ANTENNA, 470-862 MHZ, 1.2KW 7-16 DIN NEED MOUNTING HARDWARE 75310411	6	676.65	4,059.90	821.00	4,926.00
2	SCA-75310244	A NON-RETURNABLE ITEM, NO CANCELLATION SCALA MOUNTING KIT, 90 DEGREE 2-PANEL UHF 45-95mm A NON-RETURNABLE ITEM, NO CANCELLATION	3	327.47	982.41	397.00	1,191.00
Sub Total					5,042.31		6,117.00
Sales Tax					0.00		0.00
YOUR PRICE					5,042.31	LIST PRICE	6,117.00

Submitted By: Travis Tibbot, Phone: , Email: travis@bgs.cc
 PLEASE VERIFY DESCRIPTIONS FOR ACCURACY, INITIAL BILL & SHIP-TO ADDRESSES AND
 ACCEPT WITH SIGNATURE. Thank you for the opportunity to quote on your requirements!

Purchaser's Acceptance
 Quotation accepted by _____
 Title _____
 Date _____
 Customer PO# _____

FREIGHT AND ANY APPLICABLE TAX WILL BE ADDED TO INVOICE (unless stated otherwise). IF TAX EXEMPT, a certificate of exemption is required BEFORE the order can ship. BGS has a 30 Day Return Policy with RMA supplied by BGS - note that freight is nonrefundable. We do our best to avoid restock fees but non-stock items can incur a restock of 10%-100% depending on the vendor. BGS makes no warranty, expressed or implied, as to these products, and assigns to the purchaser all manufacturer warranties. All ship dates are estimated with the information provided by suppliers and are subject to change without notice. Payment terms are subject to credit approval. Credit card orders may incur an additional 3% convenience fee added to your payment.

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida, and Florida law with govern. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.

PO Box 4268
 Lake Charles, LA 70606

Phone: 337.598.5250

Fax: 337.598.5290

riss@riss.us

www.RosenbergerOnline.us

SO 03

SALES ORDER

Order #	Date	Page
590166	09-21-20	1

Bill To: Morgan County
 Salt Lake City, UT 84104
 UNITED STATES

Ship To: Morgan County
 Pick up at RSS UT
 Salt Lake City, UT 84104

Ron 801.560.0069

Customer PO		Release #	Due Date	Terms	Ship Via	
			09-21-20	CC		
Line #	Qty. Ordered	Unit	Item Number/Description		Unit Price	Total Price
1	1	EA	60' SABRE MODEL 3600SRWD 60' Sabre Model 3600SRWD free-standing tower Materials to be provided include: Complete tower steel and hardware Base bolts and full-size templates Climbing ladder incorporated into one (1) face Waveguide support ladder incorporated into three (3) faces Safety cable kit without harness (100') 4' x 5/8" lightning rod copper clad P.E. certified tower profile and foundation drawings Final erection drawings		8,981.2500	8,981.25
2	1	EA	TOWER FREIGHT TOWER FREIGHT TO MORGAN COUNTY, UT		3,492.5000	3,492.50
3	1	EA	ANCHOR BOLT FREIGHT ANCHOR BOLT FREIGHT TO MORGAN COUNTY, UT		260.7000	260.70
4	1	EA	OPTIONS Three (3) 3' Sidearms and 2' Separation Kits each with two (2) Tiebacks for the 58' Elevation		2,113.7500	2,113.75
5	1	EA	OPTIONS 4-1/2" O.D. Leg Dish Mount with one (1) Tieback Clip Kit for the 15' Elevation		326.2500	326.25
Comment:						
						TOTAL

Continued

Rosenberger

Rosenberger Site Solutions, LLC

PO Box 4268
Lake Charles, LA 70606

Phone: 337.598.5250

Fax: 337.598.5290

rlss@rlss.us

www.RosenbergerOnline.us

SO 03

SALES ORDER

Order #	Date	Page
590166	09-21-20	2

Bill To: Morgan County
Salt Lake City, UT 84104
UNITED STATES

Ship To: Morgan County
Pick up at RSS UT
Salt Lake City, UT 84104

Ron 801.560.0069

Customer PO		Release #	Due Date	Terms	Ship Via	
			09-21-20	CC		
Line #	Qty. Ordered	Unit	Item Number/Description		Unit Price	Total Price
6	1	EA	OPTIONS TIA standard grounding kit (each)		236.2500	236.25
7	1	EA	OPTIONS 8' Ladder Gate		791.2500	791.25
Comment:						\$16,201.95
						TOTAL



September 18, 2020

ROSENBERGER SITE SOLUTIONS LLC
PO BOX 8817
Grand Lake, LA 70606

Attn: Doug Maples
(801) 972-3525

Dear Doug:

Per your recent request, please find following our quotation for a 60' Sabre Model 3600SRWD Freestanding tower.

If you have any questions or require further information, please feel free to contact me at (949) 481-4310.

Sincerely,
SABRE INDUSTRIES

Rolli S. Sexton

Rolli Sexton
Western Sales Manager

Enclosure: Per Above

RSS: kl



PROPOSAL

Prepared for: **ROSENBERGER SITE SOLUTIONS LLC**
PO BOX 8817
Grand Lake, LA 70606
Attn: Doug Maples

Proposal No.: **21-2312-RSS**
 Date: **09/18/20** Page 1 of 3
 Reference: **60' 3600SRWD Freestanding/Morgan, UT**
 Freight: **Origin**

SABRE MODEL 3600SRWD FREESTANDING TOWER

Quantity of one (1) 60' Sabre Model 3600SRWD free-standing tower

The tower will be triangular in design, 3' - 0" on a face and consist of solid welded 20' sections.

See the tower profile included in this proposal for the design parameters.

The tower will be designed to support the following equipment:

	ANTENNA MODEL NUMBER (QTY)	RADOME		ELEVATION C.O.R.	TX. LINE SIZE & TYPE	FREQUENCY	AZIMUTH TO NORTH	ANTENNA MOUNT (DESIGN)	MOUNT PROVIDED	
		YES	NO						YES	NO
1	(6) K72314		X	58'	(6) Cat 5	N/A	Unknown	Three (3) 3' Sidearms with 2' Separation Kits		X
2	(1) 6' H.P. Dish		X	15'	(1) EW63	6 GHz	0°	One (1) 4-1/2" O.D. Leg-type Dish Mount		X

ITEM I TOWER MATERIALS

Materials to be provided include:

- Complete tower steel and hardware
- Base bolts and full-size templates
- Climbing ladder incorporated into one (1) face
- Waveguide support ladder incorporated into three (3) faces
- Safety cable kit without harness (100')
- 4' x 5/8" lightning rod copper clad
- P.E. certified tower profile and foundation drawings
- Final erection drawings

TOWER FREIGHT TO MORGAN COUNTY, UT

ANCHOR BOLT FREIGHT TO MORGAN COUNTY, UT

- OPTIONS:**
- Three (3) 3' Sidearms and 2' Separation Kits each with two (2) Tiebacks for the 58' Elevation.....
 - 4-1/2" O.D. Leg Dish Mount with one (1) Tieback Clip Kit for the 15' Elevation
 - TIA standard grounding kit (each)
 - 8' Ladder

NOTES: Gate.....

Winds will be a critical support structure and harmonic oscillation/resonance, of structures of all types due to unpredictable interaction with wind and surrounding structures, exposure and terrain rarely occur. The owner's maintenance program should include observations for vibration and any resulting loosening of connecting hardware or damage to the structure. The Sabre warranty specifically excludes failure due to fatigue or similar phenomena as a result of the aforementioned behavior.



PROPOSAL

Prepared for: ROSENBERGER SITE SOLUTIONS LLC
PO BOX 8817
Grand Lake, LA 70606
Attn: Doug Maples

Proposal No.: 21-2312-RSS
Date: 09/18/20
Reference: 60' 3600SRWD Freestanding/Morgan, UT
Freight: Origin

Page 2 of 3

The permit package includes a profile drawing of the structure with member sizes; anchor bolt details; descriptive notes; structural calculations; a table of supported antennas, mounts and feedlines; and a foundation sketch and calculations (if applicable).

This quotation is based on ANSI/TIA-222-H and Customer provided specifications. Any information not provided by ANSI/TIA-222-H or the Customer has not been considered.

Foundation and anchor bolt designs are based strictly on ANSI/TIA-222-H. Any additional requirements may result in increased foundation size and price.

Dimensional information is preliminary only; it may change based on final engineering.

All Sabre mounts are quoted with support pipes of appropriate length for most applications if not otherwise specified. If different support pipe lengths are required at the time of the order, additional costs may be incurred.

Cable type safety climbing device provided does not include harness.

Freight charges quoted are for provided materials only. Additional freight charges may be incurred with the order of additional items.

All antennas, transmission lines, jumpers, ground kits, hangers, and hardware are to be provided and installed by others.

All tower materials will be hot dip galvanized as outlined in ASTM A-123.

This proposal does not include any sales, use, excise, contractors or any other taxes not specifically detailed in this proposal.

If a Customer requests to pick up a tower, a \$300.00 per truck charge may apply for dunnage and loading.

Storage charges of \$350.00 per month may apply starting sixty (60) days after original scheduled ship date.

Due to material price fluctuations, Sabre reserves the right to review all material pricing prior to accepting any order. Any structure order placed on hold is subject to a price review at the time of its release from hold status.

Due to freight price fluctuations, Sabre reserves the right to review all freight pricing prior to accepting any order.



PROPOSAL

Prepared for: ROSENBERGER SITE SOLUTIONS LLC
PO BOX 8817
Grand Lake, LA 70606
Attn: Doug Maples

Proposal No.: 21-2312-RSS
Date: 09/18/20 Page 3 of 3
Reference: 60' 3600SRWD Freestanding/Morgan, UT
Freight: Origin

Title, ownership, risk of loss, risk of material obsolescence and risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time.

Delivery will be approximately 8 weeks after receipt of required information and contingent upon backlog at the time of order.

This proposal is based on the terms and conditions proposed above including the attached standard terms and conditions and is subject to our review and final acceptance of your order. No other terms are valid unless signed by an authorized officer of Sabre Industries.

Submitted By: Sabre Industries

Rolli Sexton
Western Sales Manager

Acceptance of Customer:

Please enter our order for the above items in accordance with this proposal.

Signature _____

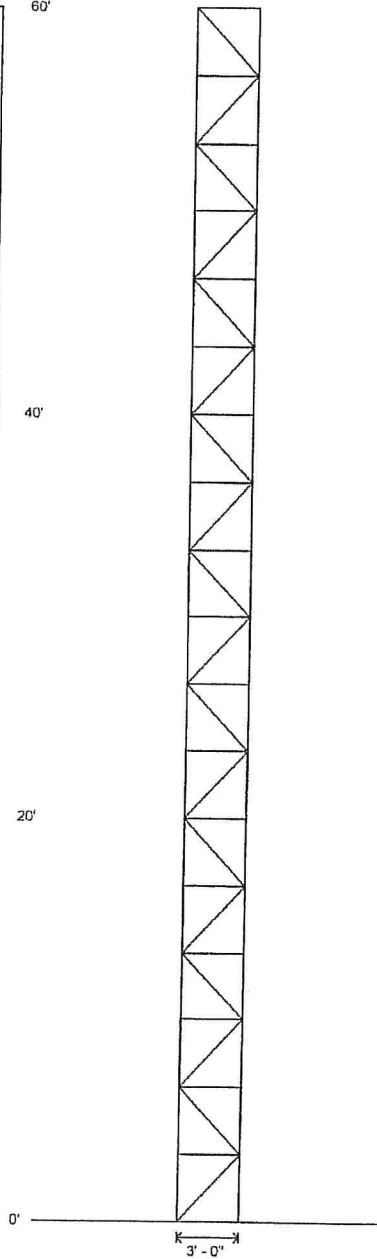
Name (print) _____

Title _____ Date _____

Purchase Order No. _____

SIZES ARE PRELIMINARY AND MAY CHANGE UPON FINAL DESIGN

Legs	2.0 S.R.	1.5 S.R.	773
Diagonals	1.0 S.R.	0.875 S.R.	773
Horizontals			
Brace Bolts		0.75 S.R.	
Top Face Width	Welded Sections		
Panel Count/Height	3'		
Section Weight	1115	18 @ 3.3333'	773



Designed Appurtenance Loading

Elev	Description	Tx-Line
60	Lightning Rod	
58	(3) 3ft Sidearms - 2ft Separation Kit	
58	(6) K72314	(6) Cat 5
15	Leg Dish Mount	
15	(1) 6" H.P. Dish	(1) EW63

Design Criteria - ANSI/TIA-222-H


Wind Speed (No Ice)	103 mph
Wind Speed (Ice)	40 mph
Design Ice Thickness	0.25 in
Risk Category	II
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	3
Crest Height	2130 ft
Ground Elevation	7250 ft

Base Reactions

Total Foundation		Individual Footing	
Shear (kips)	5.74	Shear (kips)	3.87
Axial (kips)	4.15	Compression (kips)	70
Moment (ft-kips)	182	Uplift (kips)	69
Torsion (ft-kips)	-2.49		

Notes

- 1) All legs are A572 Grade 50.
- 2) All braces are A36
- 3) All brace bolts are A325-X.
- 4) The tower model is 3600 SRWD Freestanding.
- 5) Azimuths are relative (not based on true north).
- 6) Foundation loads shown are maximums.
- 7) (4) 3/4" dia. x 39"-long F1554 grade 105 anchor bolts per leg.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) This tower design and, if applicable, the foundation design(s) shown on the following page(s) also meet or exceed the requirements of the 2018 International Building Code.

 <p>Sabre Industries INNOVATION DELIVERED</p>	<p>Sabre Industries 7101 Southbridge Drive P.O. Box 858 Sioux City, IA 51102-0658 Phone: (712) 258-2650 Fax: (712) 279-0814</p>	<p>Quote: 21-2312-RSS Customer: ROSENBERGER SITE SOLUTIONS LLC Site Name: Morgan, UT Description: 60' 3600SRWD Free-standing Date: 9/18/2020 By: KJL</p>
	<p><small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small></p>	<p>Page: 1</p>

SABRE COMMUNICATIONS CORPORATION
TOWERS, ACCESSORIES AND MODIFICATION MATERIALS
STANDARD TERMS AND CONDITIONS

1. **OVERVIEW:** The written offer to the customer named ("**Customer**") in the written proposal ("**Proposal**") by Sabre Communications Corporation ("**Sabre**") that describes the products ("**Products**") and/or Services ("**Services**") to be provided by Sabre, the prices for the same, the anticipated delivery or commencement date and such additional information as may be included in the Proposal are made subject exclusively to these standard terms and conditions ("**Standard Terms and Conditions**") stated herein and are valid for acceptance by Customer in writing within thirty (30) days of the date of the Proposal. All prices and clerical errors are subject to change and/or correction without notice. The Products to be furnished and/or Services to be accomplished as a result of the Proposal are limited strictly to the Products and/or Services outlined in the Proposal. **CUSTOMER'S SUBMISSION OF A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT IN RESPONSE TO THE PROPOSAL IS CONCLUSIVE ASSENT TO AND ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS UNLESS SPECIFIC TERMS ARE OBJECTED TO IN WRITING BY CUSTOMER AND ACCEPTED IN WRITING BY SABRE.** The provisions of the Proposal and these Standard Terms and Conditions shall constitute the entire contract and agreement between Customer and Sabre ("**Agreement**"). Acceptance of this bid through a purchase order or otherwise is limited to the terms and conditions stated herein unless both parties expressly agree otherwise in a writing signed by both parties.
2. **PAYMENT:** If Sabre extends credit to Customer, payment is due net thirty (30) days from the date of the invoice. Invoices for towers shall be issued upon the completion of fabrication regardless of whether Products have been shipped. Unless Customer shall have provided Sabre with a valid and effective tax exemption certificate or satisfactory evidence of the same, all federal, state and local taxes (other than those based upon Sabre's net income) imposed upon the Products or Services performed hereunder shall be paid by Customer. Time is of the essence with respect to payments to Sabre. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Payment to Sabre is not contingent upon Customer having received payment from any other party.
3. **DELIVERY:** All Products are delivered F.O.B. Sabre's facility upon completion of fabrication. Title, ownership, risk of loss, risk of material obsolescence as well as risk of material market value decline shall pass to the Customer upon invoicing or shipment to Customer, whichever occurs earlier in time; provided, however, as an accommodation to the Customer, Sabre will maintain insurance coverage against the risk of loss for property damage on all material awaiting shipment.
4. **SHIPMENT:** Off-loading at point of destination not included unless specifically stated otherwise in the Proposal. Sabre will ship Products by common carrier. The carrier (through its driver) shall determine whether the site is accessible for its equipment. If the carrier determines that it is impractical to reach the site without injury/damage to the load, truck, or driver, the Customer will be responsible for finding an alternative site for unloading. No costs shall be incurred by Sabre as a result of the carrier's determination that access to the site is impractical. Customer must make careful inspection of Products when received. Customer must note on the bill of lading any claim that the shipment is not complete or that the Products are warped, bent, scraped, dented, or damaged in any other way, or not in all respects in proper condition prior to off-loading and shall make all claims pertaining to the shipment to Sabre in writing within forty-eight (48) hours of receipt of the Products or Sabre shall have no responsibility with respect to the shipment and such claims will be declined. In addition to the freight charges agreed to by the parties in the Proposal, additional freight charges may be assessed as follows: (i) Customer will have two (2) hours from the scheduled arrival time to unload the shipment, however, if the carrier is delayed more than the free time allowed, an additional rate per hour or maximum charge per day may apply; (ii) if the Customer requests the carrier to hold a delivery overnight to accommodate unloading, layover charges may be incurred in addition to any other unloading delays; (iii) if a load is diverted to a new location by the Customer, a new point-to-point rate will be established as well as additional mileage fees, if required; and/or (iv) if the Customer cancels a shipment on the same day the shipment was scheduled to leave Sabre's facility and the truck has been dispatched to load, a "truck not used" fee may be applied in addition to charges for material handling, however, if notice to cancel the shipment is given not less than one (1) business day prior to the scheduled departure date, no additional fees will apply.
5. **STORAGE:** If Customer declines to accept shipment of the Products immediately upon completion of fabrication, Sabre may agree to store the Products at its facility at Sabre's standard daily storage rate or Sabre may arrange for storage at another location at the expense of Customer.
6. **CHANGE ORDERS:** Customer shall notify Sabre in writing of any requested change(s) to an existing purchase order and Sabre will prepare and submit to Customer a change order incorporating the changes Sabre will agree to and any change in the price(s) associated with said changes (the "**Change Order**"). If Customer agrees in writing to the changes, Customer will sign and return the Change Order. If additional payments are due Sabre as a result of the changes, Sabre will invoice Customer for such changes.
7. **TOWER MODIFICATION PRODUCTS AND/OR SERVICES:** If the Proposal is for tower modification Products, Sabre will not participate to any extent in the physical modification of any existing communication tower structure unless specifically stated in the Proposal. Sabre's sole responsibility shall be the design, drafting, engineering and fabrication of the Products needed for modification of the existing communication tower.
8. **PRODUCT RETURNS:** Prior written authorization from Sabre is required for all returned Products which Sabre may decline in its sole discretion. Requests for return authorization must be received by Sabre within thirty (30) days of original shipment. When a Product return is authorized by Sabre, it must be received within fifteen (15) days of the date the return material authorization number ("**RMA**") is issued by Sabre, bear the RMA number, be shipped freight prepaid to a destination of Sabre's choice, and be in new and unused condition. All returned Products are subject to a restocking charge of 25% of the purchase price unless the Products are returned due to a defect, in which case, no restocking charge shall apply. Unsalable Products returned to Sabre will be scrapped and no credit will be given.
9. **DELAYS:** Sabre shall not be liable for any delay or failure to perform its obligations due to any cause beyond its reasonable control, including, without limitation, lack of cooperation or assistance by Customer, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, shortage of raw material, energy, or machinery, or act of God, government or the judiciary or any disruption caused by a third party that materially impairs Sabre's performance hereunder.
10. **EXCLUSIVE WARRANTIES AND REMEDIES:** Sabre's exclusive limited warranty relating to the Products is that the Products will comply with the applicable Product specifications in the Proposal in all material respects and will be free of material defects in materials and workmanship when delivered. The warranty period is for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer. Sabre reserves the right to change or modify the design or construction of any of its Products and to substitute material equal to or superior to that originally specified. In the event Sabre determines that the Products do not conform with this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct any material defect; (ii) Sabre shall furnish a replacement Product and shall be responsible for labor costs involved in the reinstallation of such Product only if Sabre installed the Product; or (iii) Sabre shall refund the price paid to Sabre for the Product provided that Customer agrees to return the Product (freight prepaid by Sabre) within thirty (30) days of the discovery of the discrepancy during the warranty period. With respect

to Services, Sabre's exclusive limited warranty is that the Services shall be performed in a workmanlike fashion. In the event Sabre breaches this warranty, Customer's exclusive remedy shall be, at Sabre's option and expense: (i) Sabre shall correct such Services within thirty (30) days of the performance of the Services; or (ii) Sabre shall refund the price paid for the applicable portion of the Services. Sabre does not make any warranty as to any services, materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties. These warranties shall be effective only if the Products are installed and maintained in accordance with Sabre's recommendations and specifications and that Customer, during the warranty period, shall regularly (not less than semi-annually) inspect and properly maintain the Products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED. IT SHALL BE THE CUSTOMER'S SOLE RESPONSIBILITY TO VERIFY THAT THE PRODUCTS MEET THE SUITABILITY AND USABILITY REQUIREMENTS OF THE INTENDED APPLICATION OF CUSTOMER.

11. **LIMITATION OF LIABILITY: IN NO EVENT SHALL SABRE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE OR DOWNTIME, EVEN IF SABRE HAS BEEN ADVISED OF THE POSSIBILITY OF THE FOREGOING. IN NO EVENT SHALL SABRE'S LIABILITY ON ANY CLAIMS FOR DAMAGES ARISING OUT OF OR CONNECTED WITH THE PRODUCTS AND/OR SERVICES OR OTHERWISE EXCEED THE LESSER OF CUSTOMER'S DIRECT DAMAGES OR THE PRICE PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.**

12. **CUSTOMER PRODUCT SELECTION AND USE RESPONSIBILITIES:** Customer represents and warrants to Sabre that Customer possesses all necessary expertise to properly select, install and/or use the Products or that Customer has secured the services of a competent professional with respect to the foregoing and acknowledges that the Proposal is based upon the design, information and specifications provided by the Customer being complete, correct, and accurate. Customer agrees to be responsible for all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability caused by Customer's improper selection, use, installation or dealings with the Products or the failure of the design, information and specifications provided by the Customer to be complete, correct, and accurate. Customer shall specify any specific design parameters required to conform to local, state or federal requirements which may affect the price in the Proposal prior to Sabre accepting an order from Customer. Plot plans with tower orientation and antenna mounting elevations and azimuths shall be provided by Customer with the Purchase Order.

13. **INDEMNIFICATION:** To the fullest extent allowed by law, each party will indemnify, defend and hold the other party and its respective parents, subsidiaries, affiliates, directors, officers, partners, stockholders, associates, employees and agents (collectively, "**Indemnitees**") harmless from and against all claims, losses, expenses, fines, penalties, damages, demands, judgments, actions, causes of action, suits and liability claimed by a third party for personal injury, death or damage to tangible property (collectively, "**Liabilities**") proximately caused by the party from which indemnification is sought ("**Indemnitor**") provided the Indemnitees give the Indemnitor prompt written notice of any of the foregoing and provide full cooperation and assistance to the Indemnitor in the investigation and defense of such claim and grants the Indemnitor exclusive control of the defense and settlement thereof. No indemnification will be requested by or provided to a party whose actions are a contributing cause, in whole or in part, to the Liabilities.

14. **CONFIDENTIALITY:** The parties agree that if either party provides the other party with non-public written documentation which the disclosing party wants treated as being confidential, the disclosing party will clearly mark the documentation with a legend stating that the documentation is considered confidential by the disclosing party. The recipient will use at least the same effort to avoid disclosure of the confidential documentation as the recipient uses with respect to the recipient's confidential documentation but in no event less than due care. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any information in the confidential documentation which was or is: (a) part of the public domain, (b) known to the recipient prior to the disclosure to the recipient, (c) disclosed to a third-party by the disclosing party without a written obligation of confidence; (d) rightly received by the recipient from a third party; or (e) independently developed by the recipient without access to the confidential documentation.

15. **INFRINGEMENT:** Sabre's exclusive warranty regarding infringement is that for one (1) year from the earlier of the date of Sabre's invoice or shipment of Products to Customer, the Products created by Sabre or the Services or any works created as a result of the Services solely in accordance with Sabre's plans, drawings, specifications or instructions, will not infringe any United States patent, copyright or trade secret. Sabre agrees to defend Customer against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Customer resulting from any claim that any Products created by Sabre or the Services performed by Sabre or the works created as a result of the Services infringe any of the foregoing provided that Customer: (a) gives Sabre prompt written notice of any claim; (b) provides reasonable cooperation to Sabre in the investigation and defense of such claim; and (c) grants Sabre exclusive control of the defense and settlement thereof. In the event of any such infringement, Sabre shall, at its option and expense, either (i) replace or modify the Products or the works created as a result of the Services so that they become non-infringing, or (ii) accept return of the Products and refund an amount equal to Customer's depreciated value of the returned Products or works found to be infringing. Sabre shall have no liability for infringements caused in whole or in part by Customer, third parties not hired by Sabre or alterations or combinations not reviewed and approved in writing in advance by Sabre or that are not performed or provided by Sabre. The foregoing constitutes the exclusive warranty of Sabre and exclusive remedy of Customer with respect to any claim or action for infringement. Customer may fully participate in the defense and/or settlement or compromise of any claim of infringement at Customer's expense. Customer shall provide Sabre with the same warranty and defense of claims of infringement with regard to Products created by Sabre in compliance with Customer's plans, drawings, specification or instructions. Sabre does not warrant against infringement any materials or goods furnished by third parties (e.g., light kits); however, Sabre will assign to Customer any rights it has against such third parties.

16. **SABRE'S DRAWINGS & MATERIALS:** Title to all drawings, specifications, brochures, reprints, copies, copies of copies or any other data furnished to Customer are copyrighted by Sabre and title thereto shall remain with Sabre. Customer shall not reproduce, copy or disclose such information in whole or in part for any purpose without prior written permission from Sabre.

17. **LIGHTING REQUIREMENTS:** Customer agrees to comply with the latest standards set forth by the Federal Aviation Administration, the Federal Communications Commission, and any other local, state or federal regulations or ordinances for tower erection and lighting. Customer confirms that the lighting kit ordered for installation on the tower conforms to all such standards and indemnifies Sabre for any loss or expense, including attorney fees, for noncompliance or nonconformance with such standards. It shall be the Customer's responsibility to provide adequate electrical supply at the base of the tower.

18. **EXCLUSIONS FROM PROPOSAL PRICE:** Unless otherwise stated in the Proposal, the prices in the Proposal do not include antennas, transmission lines, jumpers, ground kits, hangars and hardware.

19. **PHOTOGRAPHS:** Sabre at all times reserves the right to take pictures of any or all of its Products after installation for advertising purposes, except those which are under classified government control.
20. **SABRE'S EMPLOYEES:** Sabre reserves the right to determine which of its employees will be assigned to a particular project, to replace or reassign such employees and/or subcontract to qualified third persons part or all of the performance of any Services requested hereunder. Customer may request the removal or reassignment of Sabre's employees on a nondiscriminatory basis at any time and Sabre will promptly provide a suitable replacement. Sabre's employees will comply with all generally applicable work and security rules of Customer.
21. **INDEPENDENT CONTRACTORS:** The parties' relationship during the term of this Agreement shall be that of independent contractors. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name, except as herein expressly provided. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee or principal/agent between the parties.
22. **NOTICES:** All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder will be deemed duly given if it is received and/or sent by facsimile, receipted delivery or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient at the address set forth in the Proposal. Either party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth. Each party agrees to promptly provide written notice of any suspected breach of this Agreement, the specifics of any claim of breach or for damages and to provide the other with a reasonable opportunity to investigate and cure any curable matter. In order to bring an action against Sabre for damages, Customer must give notice to Sabre of any claim for damages within six (6) months of the date the claim arises. No claim of breach of this Agreement shall be made by Customer unless and until all uncontested amounts are paid to Sabre.
23. **WAIVER:** Any waiver of any breach of this Agreement shall not be effective unless set forth in a writing signed by an officer of the waiving party.
24. **SURVIVAL:** The termination of this Agreement shall not affect the obligations of either party to the other that arises under the terms and conditions of this Agreement, rights arising from this Agreement, or causes of action which have accrued prior to the date of the termination.
25. **DISPUTES:** The parties agree that any controversy or claim (whether such controversy or claim is based upon statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement or any dealings between the parties and/or their respective directors, managers, partners, officers, employees or agents ("**Dispute**"), which the parties are not able to resolve, shall be resolved as follows:
- a. The parties will endeavor to settle the Dispute through mediation under the Construction Industry Mediation Rules of the American Arbitration Association ("**AAA**") before recourse to arbitration. Any action for breach of warranty must be commenced within one (1) year after the cause of action accrues. Once one party files a request for mediation with the other party and with the AAA, the parties agree to conclude the mediation within thirty (30) days of filing the request. The mediation shall be conducted in the city where the party commencing the mediation is located. The parties agree to share the fees and expenses of mediation equally.
 - b. Any Dispute not resolved by mediation, shall be decided by a single arbitrator pursuant to the Construction Industry Arbitration Rules of the AAA then in effect and shall be conducted in the city where the party commences the arbitration. The arbitrator will have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. Judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The arbitrator will be mutually chosen from a panel of licensed attorneys familiar with the subject matter of this Agreement having at least fifteen (15) years of professional experience and will be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery will be permitted in accordance with the Federal Rules of Civil Procedure of the United States of America. If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled except that, by the express agreement of the parties, the arbitrator shall not have the power to award incidental, consequential, special, indirect, punitive or exemplary damages. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice. The parties agree that all parties necessary to resolve the claim shall be the parties to the same arbitration proceedings. Appropriate provisions shall be included in all other contracts relating to the work to provide for the consolidation of arbitrations. If Sabre continues to perform, Customer shall continue to make payments in accordance with this Agreement. Nothing herein shall prohibit Sabre from filing a mechanics lien against the real estate or the real estate interest on which any Services are performed. This agreement to arbitrate shall be governed by the Federal Arbitration Act.
26. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.
27. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of Iowa. Jurisdiction to enforce the mediation and arbitration provisions of this Agreement is agreed to be in the Federal and/or State District Courts located in Woodbury County, Iowa.
28. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. Neither Sabre nor Customer shall be bound by any oral agreement or representation, irrespective of when made. Sabre and Customer agree that Customer's preprinted forms, including Customer's Purchase Order, are for convenience only and all terms and conditions stated thereon which are inconsistent with these Standard Terms and Conditions are void and of no effect and are hereby expressly rejected by Sabre.



BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street
 Ocala, FL 34480
 VOICE: (352) 622-7700
 FAX: (352) 629-7000

QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 577556

Date: 09/24/2020 MOST QUOTES VALID FOR 30 DAYS
 Page: 1 PLEASE VERIFY PRIOR TO ORDERING

Quote For: RON TICOMB

Submitted By: Travis Tibbot

B	MORGANUT	
I	MORGAN COUNTY, UTAH	Initial
L	P.O BOX 886	
L	MORGAN, UT 84050- US	
T		
O		

S	MORGAN COUNTY, UTAH	
H	P.O BOX 886	Initial
I	MORGAN, UT 84050- US	
P	RON TICOMB	
T	1-801-560-0069	
O		

Please supply us with your AP email so we can send invoices via email.

CUSTOMER PO #	SHIP VIA	PAYMENT TERMS	PHONE	FOB
	WHEN NEEDED?	TO BE DETERMINED	1-801-829-6811	ORIGIN

LINE	ITEM NUMBER	DESCRIPTION	UNITS	DISC EACH	DISC TOTAL	LIST EACH	LIST TOTAL
1	AND-AVA550	ANDREW 7/8" FOAM DIELECTRIC HELIAX A NON-RETURNABLE ITEM, NO CANCELLATION	80	2.70	216.00	4.69	375.20
2	AND-AVA550	ANDREW 7/8" FOAM DIELECTRIC HELIAX A NON-RETURNABLE ITEM, NO CANCELLATION	80	2.70	216.00	4.69	375.20
3	AND-AVA550	ANDREW 7/8" FOAM DIELECTRIC HELIAX A NON-RETURNABLE ITEM, NO CANCELLATION	80	2.70	216.00	4.69	375.20
4	AND-A5NMS	ANDREW N MALE 7/8" CONNECTOR FOR AVA5-50 (REPLACES 78EZNM)	3	29.50	88.50	41.71	125.13
5	AND-A5DMD	ANDREW 7/16 DIN MALE CONNECTOR FOR AVA5-50	3	29.50	88.50	48.00	144.00
7	AND-SG7812B2U	ANDREW 7/8" SUREGROUND W/WX-PROOF CABLE GROUNDING KIT 48" LENGTH	6	16.50	99.00	26.50	159.00
8		HANGER OPTIONS					
				Sub Total	924.00		1,553.73
				Sales Tax	0.00		0.00
				YOUR PRICE	924.00	LIST PRICE	1,553.73

PRICING IS FOR CASH WITH ORDER (WIRE, CHECK OR ACH)
 MAYBE PROCESSED IF RECEIVING OFFICIAL GOVERNMENT PURCHASE ORDER

LEAD TIME IS TBD

IF APPROVED BY CARD PRICE IS SUBJECT TO CHANGE

FREIGHT COST HAS YET TO BE CALCULATED

***** CONTINUED ON NEXT PAGE ***** CONTINUED ON NEXT PAGE ***** CONTINUED ON NEXT PAGE *****

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida, and Florida law with govern. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.



BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street
 Ocala, FL 34480
 VOICE: (352) 622-7700
 FAX: (352) 629-7000

QUOTATION

THIS IS NOT AN INVOICE.
Please do not pay from this document.

Quote #: 577556
 Date: 09/24/2020 MOST QUOTES VALID FOR 30 DAYS
 Page: 2 PLEASE VERIFY PRIOR TO ORDERING
 Quote For: RON TICOMB
 Submitted By: Travis Tibbot

B MORGANUT
 I MORGAN COUNTY, UTAH Initial
 L P.O BOX 886
 L MORGAN, UT 84050- US
 T
 O

S MORGAN COUNTY, UTAH
 H P.O BOX 886 Initial
 I MORGAN, UT 84050- US
 P RON TICOMB
 T 1-801-560-0069
 O

***** CONTINUED FROM PREVIOUS PAGE ***** CONTINUED FROM PREVIOUS PAGE ***** CONTINUED FROM PREVIOUS PAGE *****

CUSTOMER PO #	SHIP VIA	PAYMENT TERMS	PHONE	FOB
	WHEN NEEDED?	TO BE DETERMINED	1-801-829-6811	ORIGIN

Submitted By: Travis Tibbot, Phone: , Email: travis@bgs.cc
 PLEASE VERIFY DESCRIPTIONS FOR ACCURACY, INITIAL BILL & SHIP-TO ADDRESSES AND
 ACCEPT WITH SIGNATURE. Thank you for the opportunity to quote on your requirements!

Purchaser's Acceptance
 Quotation accepted by _____
 Title _____
 Date _____
 Customer PO# _____

FREIGHT AND ANY APPLICABLE TAX WILL BE ADDED TO INVOICE (unless stated otherwise). IF TAX EXEMPT, a certificate of exemption is required BEFORE the order can ship. BGS has a 30 Day Return Policy with RMA supplied by BGS - note that freight is nonrefundable. We do our best to avoid restock fees but non-stock items can incur a restock of 10%-100% depending on the vendor. BGS makes no warranty, expressed or implied, as to these products, and assigns to the purchaser all manufacturer warranties. All ship dates are estimated with the information provided by suppliers and are subject to change without notice. Payment terms are subject to credit approval. **Credit card orders may incur an additional 3% convenience fee** added to your payment.

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida, and Florida law with govern. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.



Commercial proposal

Ref. : PR2009-0990 Rev.

Date : 09/14/2020

Validity ending date : 10/14/2020

Customer code : CU2009-0391

From:

Anywave Communication Technologies
 100 N Fairway Drive, Suite 128
 Vernon Hills, Illinois, 60061

Phone: 847-415-2258 - Fax: 847-415-2112
 Email: sales_us@anywavecom.com
 Web: www.anywavecom.net

Bill To:

Morgan County Utah
 Mr. Ron Titcomb
 4570 Lake Creek Rd

 Heber, Utah, 84032

7 200 watt translators for replacement after windstorm

Irvin (Tee) Thomas - Sales Manager - Tee.Thomas@anywavecom.com - +1 (806) 548-1280

Amount in US Dollars currency

Description	Sales tax	U.P. (net)	Qty	Reduc.	Total (net of tax)
102603.01 - TRN-U-200-D-FB Transmitter UHF Band (470 - 610MHz, CH14-CH36) RF Output: 200W ATSC/160W ATSC3.0 (OFDM) (before BPF) Output connector: "N" type AC Input: Single Ø 110~240VAC, 50/60Hz Includes (typical): exciter, RF power, amplifier and a set of interconnecting cables Optional: band pass filter, directional couplers, attenuators and a set of feedback cables Operational Manual on USB Drive	0%	15,330.00	7	35%	69,751.50
Shipping and Handling Estimate	0%	1,000.00	1		1,000.00



Commercial proposal

Ref. : PR2009-0990 Rev.

Date : 09/14/2020

Validity ending date : 10/14/2020

Customer code : CU2009-0391

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Planned date of delivery: September 30, 2020

Payment terms: 30 days

Total (net of tax) 70,751.50

Total (inc. tax) 70,751.50

Check payment (including tax) are payable to Anywave Communication Technologies send to

100 N Fairway Drive, Suite 128
Vernon Hills, Illinois, 60061

Written acceptance, company stamp, date and signature



TERMS AND CONDITIONS

ACCEPTANCE

All orders are subject to confirmation via e-mail or other from an official of ANYWAVE. The banking by ANYWAVE of any funds paid by the Purchaser shall not constitute acceptance of any order.

PRICES

All prices are in US dollars, Ex Works, 100 N. Fairway Drive, Suite 128, Vernon Hills, IL 60061, USA or OEM manufacturer's shipping point. Prices are based on net cash transactions and do not include taxes, duties, fees, bank charges, special equipment tests or non-standard service or equipment requirements, all of which are for the account of the Purchaser. Until order is confirmed, all prices are subject to change without notice, and orders are filled based on prices and specifications in effect at the time of shipment, or otherwise as specified in the order.

PACKING, SHIPPING and INSURANCE CHARGES

All such charges applicable to any order are estimated on the face thereof and are for the account of the Purchaser. Charges are estimated based on normal land freight packing, inland and ocean freight rates (where applicable). Should ANYWAVE incur any additional charges with respect to these services, Purchaser agrees to reimburse ANYWAVE for such additional costs.

LICENSES AND PERMITS

Purchaser shall promptly obtain and forward copies or documents necessary to permit Anywave to ship and Purchaser to receive delivery of ordered equipment. All permits necessary in importation, installation, erection and operation of equipment covered by any order shall be the sole responsibility of the Purchaser. The Purchaser expressly agrees to comply with all applicable United States of America laws pertaining to the sales of any and all equipment ordered.

DELIVERY

All equipment will be delivered Ex-Works, 100 N. Fairway Drive, Suite 128, Vernon Hills, IL 60061, USA or OEM manufacturer's shipping point. An estimated factory shipment schedule is usually provided with the order acknowledgement. ANYWAVE's delivery obligations are subject to delays including but not limited to: labor difficulties; fires, casualties and accidents; acts of the elements; act of a public enemy; component failures on test; transportation difficulties; inability to obtain equipment, materials or qualified labor sufficient to fill its orders, governmental interference or regulations; and causes beyond ANYWAVE's control. In such case ANYWAVE may apply or prorate shipments of its products to or among its customers as in its judgment is reasonable in the circumstances. If Purchaser delays shipment, payments are to be made as though shipment has been stored by Anywave at Purchaser's expense. Purchaser assumes all responsibility for and risk of loss of, or damage to the equipment upon shipment at ANYWAVE's shipping point, notwithstanding the fact that ANYWAVE selected the carrier.

PAYMENT ARRANGEMENTS

ANYWAVE's standard payment arrangements if not otherwise noted in the footer or in the content of the proposal are through the medium of a wire transfer or U.S. check. Checks to be paid in U.S. dollars and made payable to Anywave Communication Technologies Inc., or via wire transfer to: JP Morgan Chase Bank. Account name: ANYWAVE COMMUNICATION TECHNOLOGIES INC Account number: 918897299 ABA/Routing #: 071000013 SWIFT Code: CHASUS33

PAYMENT TERMS

ANYWAVE's standard payment terms if not noted in the footer or in the content of the proposal are as follows; Fifty percent (50%) deposit with signed order, and fifty percent (50%) upon notification of availability of shipment Ex-Works, IL. However, if the order is for stock equipment, Anywave requires full payment with the order. To assure expeditious handling of parts orders, or any equipment needed urgently, ANYWAVE requires that orders be accompanied by full payment in the form of a bank draft or certified check in U.S. dollars. ANYWAVE will consider other payment arrangements. However, no order is to be considered accepted by ANYWAVE until a payment schedule is agreed by ANYWAVE and Purchaser. Until full payment of all obligations by Purchaser, ANYWAVE reserves title to all equipment furnished.



Commercial proposal

Ref. : PR2009-0990 Rev.

Date : 09/14/2020

Validity ending date : 10/14/2020

Customer code : CU2009-0391

CANCELLATION POLICY

If an order is cancelled by the Purchaser for any reason whatsoever, the following penalties will be applied from date of accepted order: Zero percent (0%) for less than five (5) working days, forty percent (40%) for greater than five (5) but less than twenty (20) working days, Sixty percent (60%) for greater than twenty (20) working days and One hundred (100) percent for any date after notification of availability of shipment ex-works Vernon Hills, IL.

OTHER CONDITIONS

ANYWAVE and or its suppliers reserve the right to modify at any time the design or specification of equipment orders, provided that any modifications shall not adversely affect the performance of the equipment so modified. ANYWAVE may at any time withdraw its offer to sell any equipment not of ANYWAVE's manufacture. In no event shall ANYWAVE be liable under any provision of this contract for loss of business or of anticipated profits by Purchaser, damages of any kind, or for damages on account of negligence. Any contract resulting from an order by Purchaser shall be governed by the laws of the State of Illinois, United States of America.

LIMITED WARRANTY

The limited warranty covers defects in materials and workmanship under normal use and does not apply: to damage arising from improper installation, maintenance, or service; to malicious damage or damage arising from accident, abuse, modification, abnormal use or misuse; to damage caused by a power surge or a disaster including but not limited to items such as fire, flood, wind, earthquake, or lightning. Unless otherwise stated in the proposal herein, ANYWAVE warrants equipment of its manufacture against defects in material or workmanship at the time of delivery, that develop under normal use, within a period of one year from the date of shipment, of which Purchaser gives ANYWAVE prompt written notice, and of which Purchaser is responsible to return equipment to ANYWAVE's facility as needed. Other manufacturers and Supplier's equipment and services that are separate from the Anywave equipment, if any, including but not limited to transmission line, antennas, towers, related equipment and installation and erection services shall carry only such manufacturers' or Suppliers' standard warranty. A defect is defined as a failure of any unit or component manufactured or supplied by ANYWAVE which is not attributable to lack of care in operation, maintenance or handling. The written notice of claim of defect must include a description of the defect with detailed information which will enable ANYWAVE to identify the defect and determine its probable cause. Components claimed to be defective by Purchaser must be available to ANYWAVE for inspection and test. No defective equipment or parts are to be returned without first receiving written authorization and instructions from ANYWAVE. Customs clearance (where applicable) for all replacement parts under this warranty or otherwise will be the sole responsibility of the Purchaser. In the event that this order includes repaired or refurbished equipment, the following warranty period shall apply: Repaired (Refurbished) Equipment – standard 3 month warranty (no option for extension); Warranty on repairs – 3 month warranty on the repaired part or related circuit only – an unrelated failure on the same module is not covered under this repair warranty. ANYWAVE's sole responsibility for any breach of the foregoing provisions of this contract, with respect to any Equipment or parts not conforming to the limited warranty or the description herein contained, is at its option to repair or replace such Equipment or parts, Ex-works ANYWAVE's shipping point, upon the return thereof, freight prepaid, within the period aforesaid. Any replacement equipment provided for this purpose will be of comparable functionality and quality, but may not be a completely new piece of equipment. ANYWAVE assumes no responsibility for design characteristics of special equipment manufactured to specifications supplied by or on behalf of Purchaser and shall not be liable for any expenses whether for repairs, replacements, material, service, labor or otherwise, incurred by Purchaser or for modifications made by Purchaser to the Equipment without prior written consent of ANYWAVE. Except as set forth herein there are no warranties, or affirmations of fact or promises by ANYWAVE, with reference to the equipment, application, signal coverage infringement, or otherwise, which extend beyond the description. The building where the equipment is to be located must comply with the following environmental conditions. Failure to comply with these environmental conditions will void the limited warranty of the equipment.

The equipment should operate in a clean, dust free, temperature controlled room.

1. The equipment room should be kept at a temperature of 70 deg F, +/- 10 deg F. Elevated temperature is a major factor in electronic component deterioration and failure.
2. The equipment should be well insulated and shielded from any potential water leaks (due to internal plumbing or external storms).
3. A relative humidity of up to 95% non-condensing is allowable for the operation of the transmitter.
4. The internal equipment, tower, incoming transmission line, and electrical panel should all be bonded to the building lightning protective ground
5. A well-regulated and conditioned AC Main supply is required to protect the electronic equipment from externally induced transients, dropouts and brownouts.

INSTALLATION AND MAINTENANCE

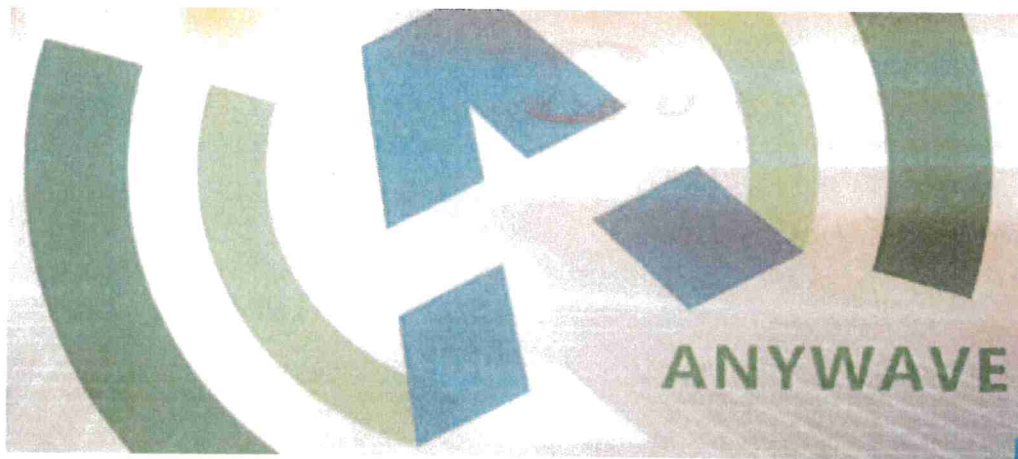
Purchaser is responsible for properly installing and maintaining the equipment and furnishing all necessary facilities, equipment, personnel, materials and services not specifically set out in any order.

INSTALLATION CONDITIONS Prepared office: Anywave Communication Technologies - 100 N Fairway Drive, Suite 128 - 60061 Vernon Hills
Phone: 847-415-2258 - Fax: 847-415-2112 - www.anywavecom.net - sales_us@anywavecom.com

Unless otherwise specified in writing, ANYWAVE's price does not include any installation services or performance testing. Installation services, when covered by this offer, will be performed by ANYWAVE as specified in the offer provided, however, that all the Purchaser's obligations have

been met. Any installation services to be performed shall be subject to the following conditions provided at purchaser's expense: The building where Equipment is to be located must be satisfactory to ANYWAVE and complete to the extent that:

1. It is reasonably dust free, weather proof, and secured from unauthorized entry.
 2. Satisfactory heat, lighting, telephone, toilet facilities, and electrical service are available at the building for use by the ANYWAVE employees or agents.
 3. Sufficient electrical service to the area within which the Equipment will be installed may include, but not limited to, 3-phase power, main disconnect switches, circuit breakers, water pump and heat exchanger motor starters, disconnect switches, conduit runs, service panels, and service wiring to ANYWAVE's equipment.
 4. Services of a properly licensed electrician to install and connect items listed above in accordance with ANYWAVE's requirements and applicable codes.
 5. * If applicable, sufficient quantities of water, distilled water, and glycol to flush and fill Equipment's cooling system according to ANYWAVE's recommendations.
 6. * Ventilated protective roofing and sun-shielding for outdoor components (if applicable).
 7. Adequate heating and/or air conditioning to maintain optimal environmental conditions for Equipment according to industry standard recommendations.
 8. Structurally suitable roof, ceiling, and floors to support Equipment loading and location according to industry standard recommendations.
 9. Minimum doorway, ceiling height clearances, and floor capacities appropriate for Equipment purchased.
 10. Adequate devices or systems to protect personnel and Equipment from harm or damage from electrical hazards. ANYWAVE requires that the Purchaser install sufficient grounding systems. ANYWAVE recommends that Purchaser installs transient and lightning protection systems to satisfactorily protect the equipment from external damaging environmental conditions.
 11. Purchaser will be responsible for the resolution of disputes arising from conflicts during installation with professional or trade union regulations. Purchaser will be responsible for delays or additional cost or expense incurred by ANYWAVE as a result of any labor regulations.
 12. Purchaser will provide tower riggers to perform any adjustments to external transmission line systems and or antenna as needed.
- * On site liquid requirements are applicable to Liquid cooled transmitters only.



www.anywavecom.net



Anywave Communication Technologies

Email: sales_us@anywavecom.com

Phone: +1 (847) 415 2258

Fax: +1 (847) 415 2112

Address: 100 N Fairway Drive, Suite 128,
Vernon Hills, IL 60061

Website: www.anywavecom.net





BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street
Ocala, FL 34480
VOICE: (352) 622-7700
FAX: (352) 629-7000

QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 577220A
Date: 09/25/2020 MOST QUOTES VALID FOR 30 DAYS
Page: 1 PLEASE VERIFY PRIOR TO ORDERING
Quote For: RON TICOMB
Submitted By: Travis Tibbot

B MORGANUT
I MORGAN COUNTY, UTAH Initial
L P.O BOX 886
L MORGAN, UT 84050- US
T
O

S MORGAN COUNTY, UTAH
H P.O BOX 886 Initial
I MORGAN, UT 84050- US
P RON TICOMB
T 1-801-560-0069
O

Please supply us with your AP email so we can send invoices via email.

CUSTOMER PO #	SHIP VIA	PAYMENT TERMS	PHONE	FOB
	WHEN NEEDED?	TO BE DETERMINED	1-801-829-6811	ORIGIN

LINE ITEM NUMBER	DESCRIPTION	UNITS	DISC EACH	DISC TOTAL	LIST EACH	LIST TOTAL
1	SCA-1X27501021OUTAH SCALA UHF-TV PANEL ARRAY-LP 470-680 MHZ, 1KW, 7/16DIN, W/MOUNTING HARDW FOR 1.5"-3.7" OD PIPE A NON-RETURNABLE ITEM, NO CANCELLATION	3	3,292.00	9,876.00	3,994.00	11,982.00
			Sub Total	9,876.00		11,982.00
			Sales Tax	0.00		0.00
			YOUR PRICE	9,876.00	LIST PRICE	11,982.00

PRICING IS FOR CASH WITH ORDER (WIRE, CHECK OR ACH)
MAYBE PROCESSED IF RECEIVING OFFICIAL GOVERNMENT PURCHASE ORDER

LEAD TIME IS 3 BUSINESS DAYS ARO

IF APPROVED BY CARD PRICE IS SUBJECT TO CHANGE

FREIGHT COST HAS YET TO BE CALCULATED

***** CONTINUED ON NEXT PAGE ***** CONTINUED ON NEXT PAGE ***** CONTINUED ON NEXT PAGE *****

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida, and Florida law with govern. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.



BROADCASTERS GENERAL STORE

2480 S.E. 52nd Street
 Ocala, FL 34480
 VOICE: (352) 622-7700
 FAX: (352) 629-7000

QUOTATION

THIS IS NOT AN INVOICE.

Please do not pay from this document.

Quote #: 577220A
 Date: 09/25/2020 MOST QUOTES VALID FOR 30 DAYS
 Page: 2 PLEASE VERIFY PRIOR TO ORDERING
 Quote For: RON TICOMB
 Submitted By: Travis Tibbot

B MORGANUT
 I MORGAN COUNTY, UTAH Initial
 L P.O BOX 886
 L MORGAN, UT 84050- US
 T
 O

S MORGAN COUNTY, UTAH
 H P.O BOX 886 Initial
 I MORGAN, UT 84050- US
 P RON TICOMB
 T 1-801-560-0069
 O

***** CONTINUED FROM PREVIOUS PAGE ***** CONTINUED FROM PREVIOUS PAGE ***** CONTINUED FROM PREVIOUS PAGE *****

CUSTOMER PO #	SHIP VIA	PAYMENT TERMS	PHONE	FOB
	WHEN NEEDED?	TO BE DETERMINED	1-801-829-6811	ORIGIN

Submitted By: Travis Tibbot, Phone: , Email: travis@bgs.cc
 PLEASE VERIFY DESCRIPTIONS FOR ACCURACY, INITIAL BILL & SHIP-TO ADDRESSES AND
 ACCEPT WITH SIGNATURE. Thank you for the opportunity to quote on your requirements!

Purchaser's Acceptance
 Quotation accepted by _____
 Title _____
 Date _____
 Customer PO# _____

FREIGHT AND ANY APPLICABLE TAX WILL BE ADDED TO INVOICE (unless stated otherwise). IF TAX EXEMPT, a certificate of exemption is required BEFORE the order can ship. BGS has a 30 Day Return Policy with RMA supplied by BGS - note that freight is nonrefundable. We do our best to avoid restock fees but non-stock items can incur a restock of 10%-100% depending on the vendor. BGS makes no warranty, expressed or implied, as to these products, and assigns to the purchaser all manufacturer warranties. All ship dates are estimated with the information provided by suppliers and are subject to change without notice. Payment terms are subject to credit approval. **Credit card orders may incur an additional 3% convenience fee** added to your payment.

Unless provided otherwise, most quotes are valid for thirty (30) days. The purchase of goods from this quotation is with the understanding that the Seller retains title and right to possession of the goods until they are paid for. In the event of a default in payment the Buyer agrees to pay all costs of collection, including attorney's fees and interest shall accrue at the rate of 18% per annum. Any litigation concerning this quotation, or any agreement arising from it, shall take place in Marion County, Florida, and Florida law with govern. Customer will be responsible for any applicable freight, sales tax, custom or duty charges unless otherwise noted.