

OFFICE OF COUNTY CLERK CITY ATTORNEY

LAND DONATION AGREEMENT

Recipient: Morgan City Corporation, a municipal corporation

Donor: Gray Jensen and Linda Field Jensen, DBA Jensen Properties

00000003 Ek M0152 P3 00177-00186
BRENDA D. NELSON, MORGAN CO. RECORDER
1999 JUL 02 09:38 AM FEE \$.00 BY MBA
REQUEST: MORGAN CITY

The parcel of real property that is the subject of this Agreement is situated in Morgan City, Morgan County, State of Utah and is located at the northern foothills of Morgan City, Morgan County, Utah, and is more particularly described on the attached Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, Morgan City (hereinafter "CITY") desires to place electrical improvements on the above described property, including, but not limited to an electrical substation; and

WHEREAS, Gray Jensen and Linda Field Jensen, DBA Jensen Properties, (hereinafter "DONOR"), owns property described above; and

WHEREAS, DONOR desires to donate certain property to the CITY for use by the City for the placement of utilities and a right-of-way to provide access to the above property; and

WHEREAS, DONOR agrees to donate approximately ^{.44}.46 acres of DONOR's property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

1. **Description of Donation:** Donor hereby donates, to CITY, approximately .46 acres of property, including a right-of-way for access to the property, located along the northern foothills of Morgan City, and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.
- [Handwritten signature and initials]*

2. **Valuation of Donation:** The value of this donation shall be established by the DONOR.

3. **Deed:** A Quit Claim Deed shall be made out to the CITY with title vested as follows:

MORGAN CITY CORPORATION, a municipal corporation

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

4. **Title Approval:** CITY agrees to acquire, at CITY's option, an owner's standard title policy to CITY for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in DONOR. CITY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. CITY shall pay for the title insurance policy.

5. **Closing Date:** This transaction shall close and the deed or contract be delivered on or before JUNE 15, 1999 and possession shall be on or before 7-2-1999.

6. **Approval:** This donation requires acceptance by the CITY by Resolution. All documents are to have the approval of the City Attorney's Office.

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

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

00079903 Bk #0152 Pg 00178

9. **Special Provision:** The CITY recognizes that this donation of property will be for the purpose of providing property, upon which will be placed an electric substation. This donation will accrue to the benefit of public in general. The donation of the access easement is intended to run in the same location as the public street or right-of-way, which will eventually be constructed. If the street or right-of-way is ultimately located in another location, the CITY agrees to release the access easement granted under this agreement and the DONOR agrees to grant any necessary easement to assure that the CITY shall have access to the donated property. In addition, no utilities will be located in the permanent easement, granted to the CITY, until the final location of the of the street is determined. DONOR shall grant a temporary easement for the location of power poles, in the most advantageous location for the provision of power service, until the power lines and accompanying facilities can be transferred to the permanent easement or right of way. At that time, the temporary easement will be abandoned by the CITY.

10. **Default:** If CITY refuses to proceed with the transaction and complete the contract according to its terms and condition, DONOR shall retain title and recover any actual damage done to the real property. The acceptance thereof by DONOR under this clause shall abdicate and obviate the right of DONOR to further pursue and enforce this contract and to seek and recover further damages, if any, on account of such failure.

11. **Representations:** CITY declares that the property has been personally inspected and the same is being purchased upon personal examination and judgment and not through any representation made by DONOR or DONOR's agent, as to its location, value, future value or zoning.

12. **Attorney's Fees:** If either party fails to comply with the terms of this agreement, said party shall pay all expenses of enforcing the agreement, or any right arising out of the breach thereof, including reasonable attorney's fees.

13. **Entire Agreement:** The terms of this agreement constitute the entire preliminary contract between the parties, and any modifications must be in writing and signed by both parties.

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

00079903 Bk M0152 Pg 00179

DATED this 1st day of FEBRUARY, 1999.

MORGAN CITY CORPORATION

Y. Maui Heine
MAYOR

ATTEST:

JULIE LEE, City Recorder

DONORS

GRAY JENSEN AND LINDA FIELD JENSEN
DBA JENSEN PROPERTIES

[Signature]
[Signature]
[Signature]
Date FEBRUARY, 1, 1999

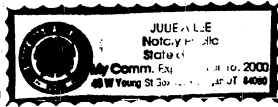
STATE OF UTAH)
MORGAN COUNTY : ss.

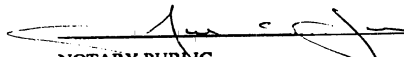
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JAN 22 99 08:20 AM LITHO IN U.S.A. 1.0

COUNTY OF MORGAN)

On this 15th day of FEBRUARY, 1999, personally appeared before me Gray Jensen and Linda Field Jensen, DBA Jensen Properties, who, being by me duly sworn, did say that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.




NOTARY PUBLIC

00079903 Bk M0152 Pg 00181

NEW SUBSTATION DESCRIPTION (6/9/99)

PART OF THE NORTHWEST QUARTER OF SECTION 25, T.4N., R.2E., S.1.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S00°50'13"E ALONG THE SECTION LINE 1329.38 FEET AND N89°09'47"E 450.24 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE N88°52'58"E 106.23 FEET TO A FENCE CORNER; THENCE N89°03'26"E ALONG A FENCELINE 109.89 FEET TO THE EXISTING POWER LINE; THENCE S37°01'39"W ALONG SAID LINE 139.44 FEET; THENCE S88°52'58"W 130.00 FEET; THENCE N01°07'02"W 110.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.44 ACRES.

00079903 Bk M0152 Pg 00182

TOTAL P.01

SUBSTATION ACCESS ROAD EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 25, T.4N., R.2E., S.L.B.&M., U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S00°50'13"E ALONG THE SECTION LINE 1438.75 FEET AND N89°09'47"E 580.77 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S37°01'39"W 316.36 FEET; THENCE N52°53'37"W 30.00 FEET; THENCE N37°01'39"E 292.76 FEET; THENCE N88°52'58"E 38.15 FEET TO THE POINT OF BEGINNING.

DESCRIPTION

A

00079903 Bk M0152 Pg 00183

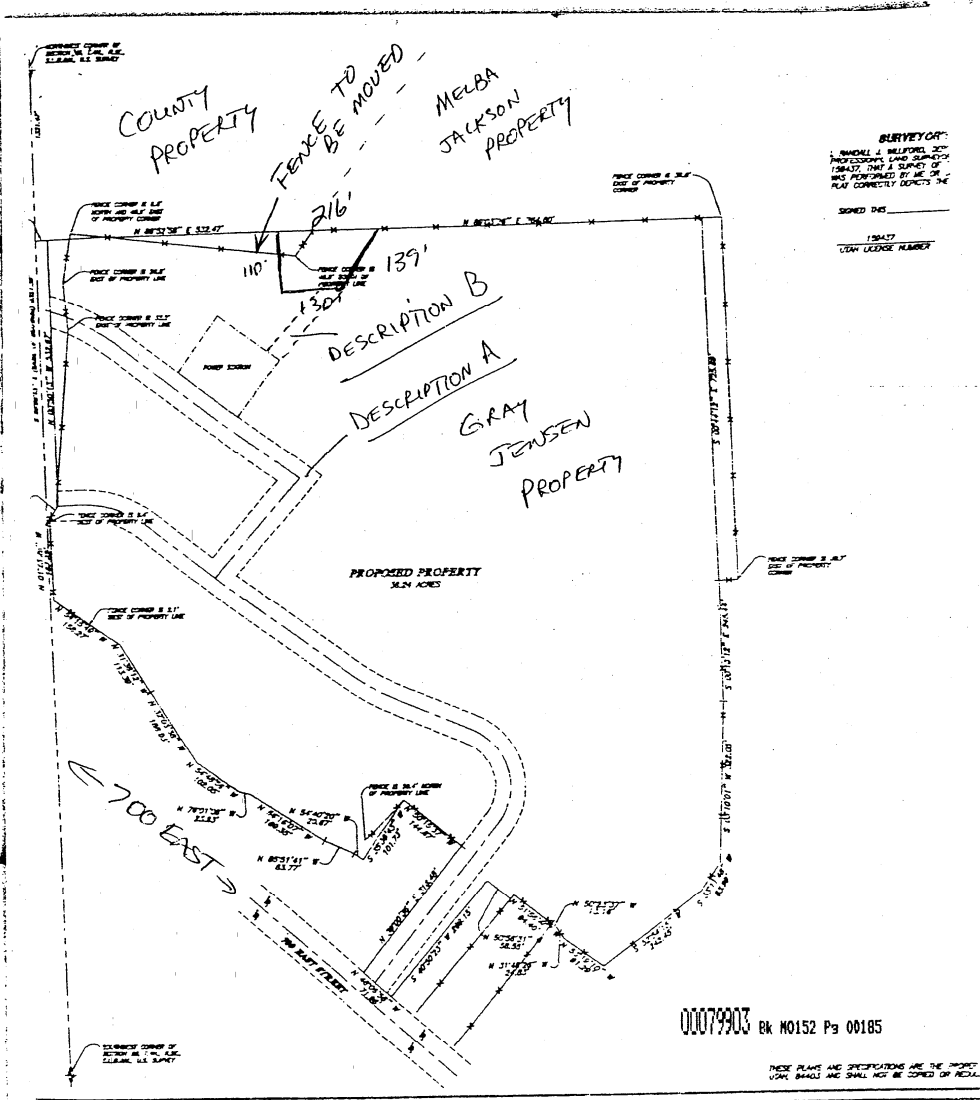
TOGETHER WITH A RIGHT-OF-WAY FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. A 60 FOOT RIGHT-OF-WAY BEING 30 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE OLD STATE HIGHWAY STREET, SAID POINT BEING NORTH 00DEG 50'13" WEST ALONG THE SECTION LINE 2485.04 FEET, AND NORTH 89DEG 09'47" EAST 612.79 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 25, THENCE NORTH 39DEG 00'36" EAST 402.45 FEET TO A 120.20 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 50DEG 59'24" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT 222.73 FEET THROUGH A CENTRAL ANGLE OF 106DEG 10'11"; THENCE NORTH 67DEG 09'35" WEST 146.43 FEET TO A 500 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 22DEG 50'25" EAST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT 128.61 FEET THROUGH A CENTRAL ANGLE OF 14DEG 44'14"; THENCE NORTH 52DEG 25'22" WEST 316.17 FEET; THENCE NORTH 40DEG 43'14" EAST 262.83 FEET; THENCE NORTH 52DEG 53'37" WEST 318.53 FEET, THE SIDE LINES OF WHICH ARE TO BE EXTENDED OR SHORTENED ACCORDINGLY TO TERMINATE AT SAID NORTHEASTERLY RIGHT-OF-WAY LINE.

DESCRIPTION
B

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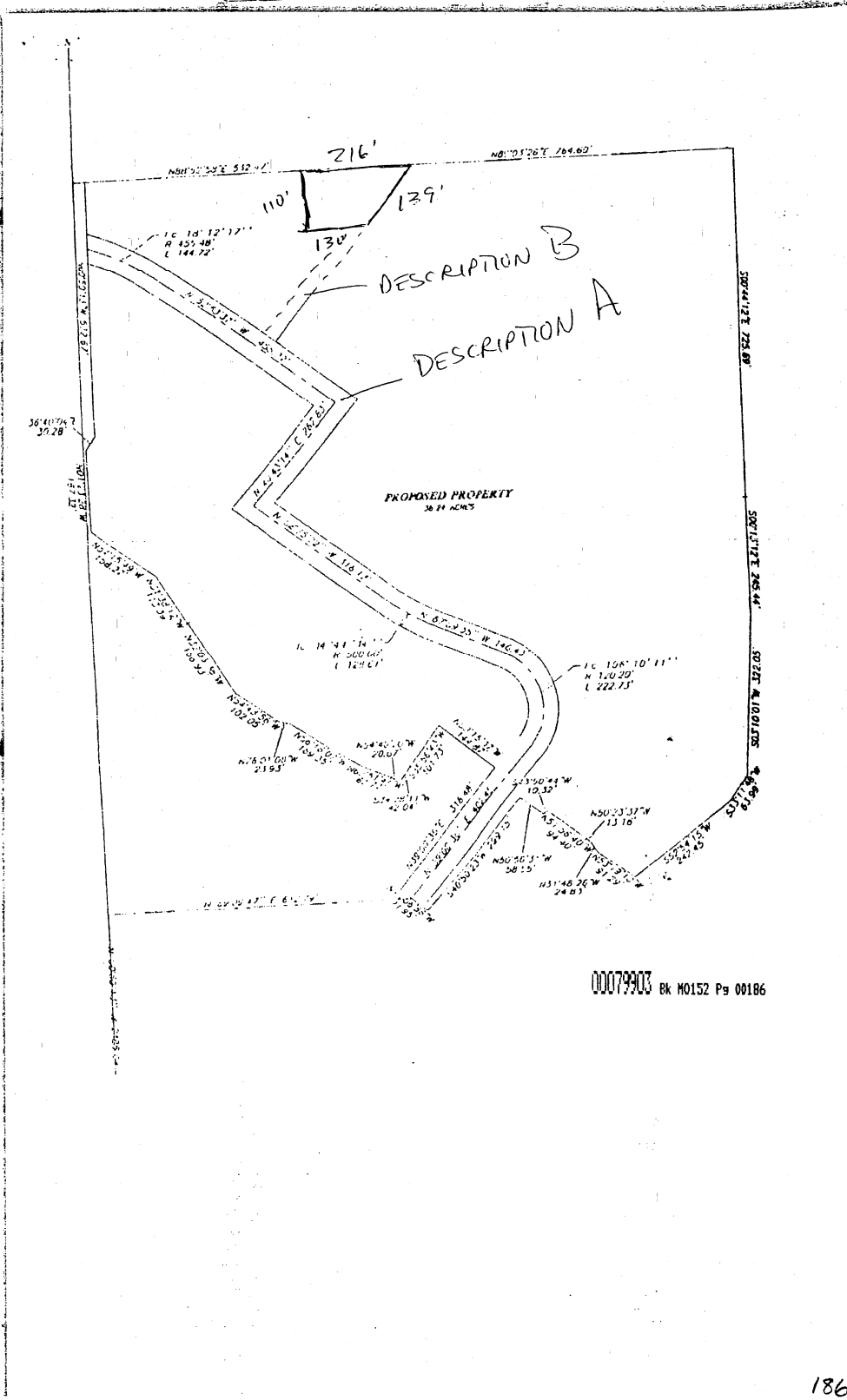


SURVEYOR
 I, MICHAEL E. BELFORD, SOLE
 PROFESSIONAL LAND SURVEYOR,
 STATE OF MINNESOTA, CERTIFICATE NO. 10000,
 HAVE PERSONALLY AND INDEPENDENTLY
 CONDUCTED A SURVEY OF THE ABOVE
 PROPERTY AND THE RESULTS THEREOF
 ARE HEREIN SET FORTH.
 SIGNED THIS _____ DAY OF _____, 20____
 19347
 GRAN LICENSE NUMBER

00079903 BK M0152 Pg 00185

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC. AND SHALL NOT BE COPIED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF REEVE & ASSOCIATES, INC.

<p>T.C. NO. _____ S.P. NO. _____</p>	<p>REEVE & ASSOCIATES, INC. ENGINEERS, PLANNERS & SURVEYORS 3000 LAUREL AVENUE, S.E. MINNEAPOLIS, MINN. 55405 PHONE 338-1234</p>	<p>RECORD OF SURVEY</p>	<p>NORTH MOOR COUNTY OF _____ STATE OF MINN.</p>
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00079903 Bk M0152 Pg 00186

LAND DONATION AGREEMENT

Recipient: Morgan City Corporation, a municipal corporation

Donor: Gray Jensen and Linda Field Jensen, DBA Jensen Properties

00079007
BK M0152 Pg 00177-00186
BRENDA D. NELSON, MORGAN CO. RECORDER
1999 JUL 02 09:38 AM FEE \$.00 BY MHA
REQUEST: MORGAN CITY

The parcel of real property that is the subject of this Agreement is situated in Morgan City, Morgan County, State of Utah and is located at the northern foothills of Morgan City, Morgan County, Utah, and is more particularly described on the attached Exhibit "A", which is attached hereto and incorporated herein by this reference.

WHEREAS, Morgan City (hereinafter "CITY") desires to place electrical improvements on the above described property, including, but not limited to an electrical substation; and

WHEREAS, Gray Jensen and Linda Field Jensen, DBA Jensen Properties, (hereinafter "DONOR"), owns property described above; and

WHEREAS, DONOR desires to donate certain property to the CITY for use by the City for the placement of utilities and a right-of-way to provide access to the above property; and

WHEREAS, DONOR agrees to donate approximately ^{.44}~~.48~~ acres of DONOR's property for the uses specified.

THE PARTIES AGREE AS FOLLOWS:

[Handwritten signature]
[Handwritten initials]

- Description of Donation:** Donor hereby donates, to CITY, approximately ~~.48~~ acres of property, including a right-of-way for access to the property, located along the northern foothills of Morgan City, and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference.

2. **Valuation of Donation:** The value of this donation shall be established by the DONOR.

3. **Deed:** A Quit Claim Deed shall be made out to the CITY with title vested as follows:

MORGAN CITY CORPORATION, a municipal corporation

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

4. **Title Approval:** CITY agrees to acquire, at CITY's option, an owner's standard title policy to CITY for the amount of sale with the usual exceptions, or an abstract extending down to the date of the deed showing good marketable title in DONOR. CITY shall have a reasonable time to examine the title report before delivery of the deed. Acceptance of the property shall be subject to the approval of the preliminary title report by both parties. CITY shall pay for the title insurance policy.

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00079903 Bk H0152 Pg 00178

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00079903 Bk M0152 P3 00179

DATED this 1st day of FEBRUARY, 1999.

MORGAN CITY CORPORATION

Y. Maui Heine
MAYOR

ATTEST:

[Signature]
JULIE LEE, City Recorder

DONORS

GRAY JENSEN AND LINDA FIELD JENSEN
DBA JENSEN PROPERTIES

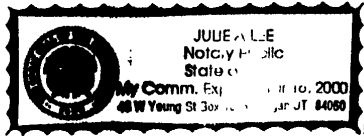
[Signature]
[Signature]
[Signature]
Date FEBRUARY, 1, 1999

STATE OF UTAH)
MORGAN COUNTY : ss.

JAN 22 '99 08:28 AM EDT FOR CITY ATTORNEY

COUNTY OF MORGAN)
1

On this 1st day of FEBRUARY, 1999, personally appeared before me Gray Jensen and Linda Field Jensen, DBA Jensen Properties, who, being by me duly sworn, did say that they are the signers of the above and foregoing and that the information contained therein is true and correct to the best of their knowledge.




NOTARY PUBLIC

00079903 Bk M0152 Pg 00181

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00079903 Bk M0152 Pg 00182

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A

00079903 Bk M0152 Pg 00183

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*DESCRIPTION
B*

00079903 Bk N0152 Pg 00184

ADVERSE CORNER OF SECTION 36, T4N, R12E, SL. 22, UTAH, U.S. SURVEY

COUNTY PROPERTY

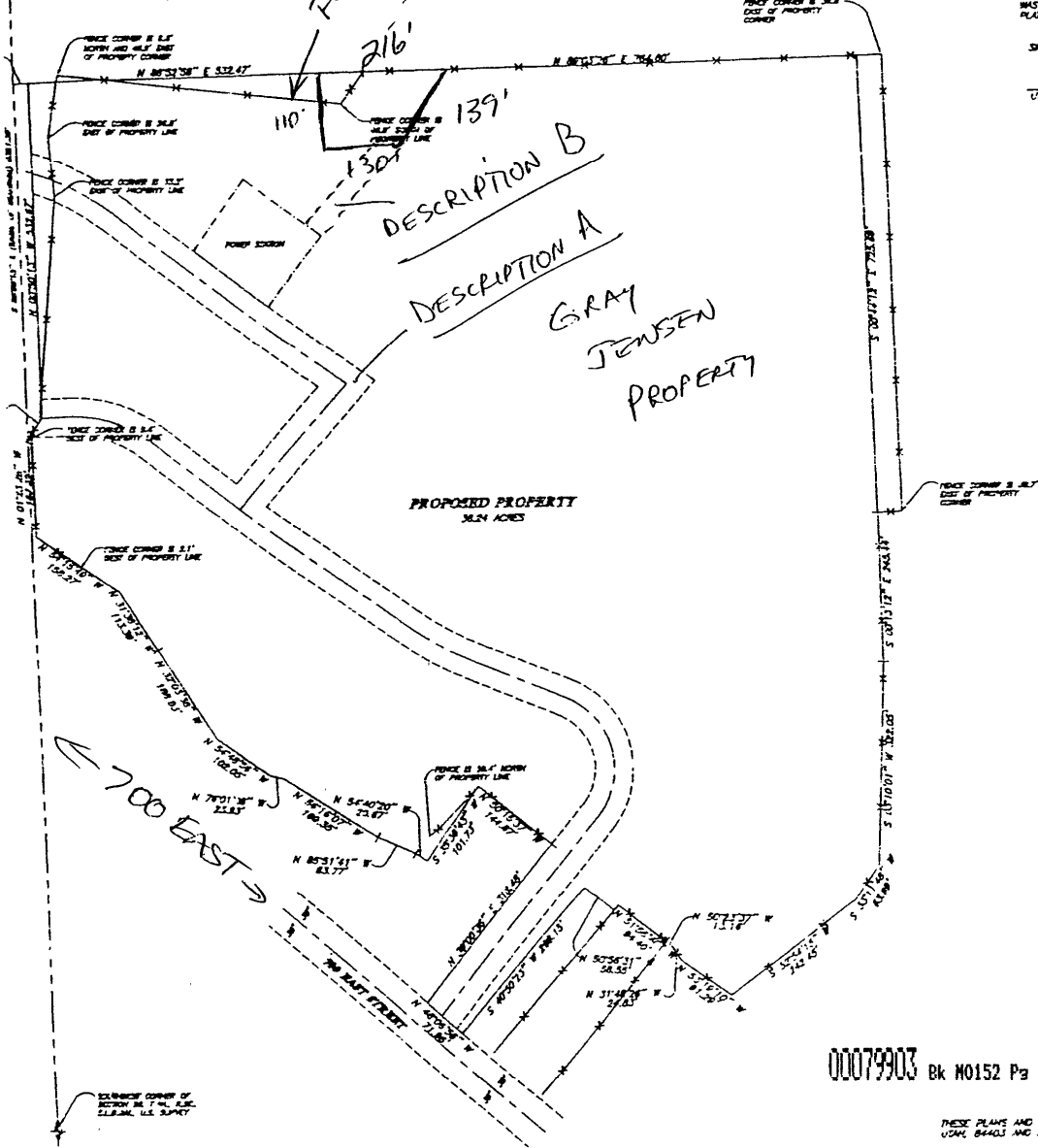
FENCE TO BE MOVED

MELBA JACKSON PROPERTY

SURVEYOR:
I, RANDALL J. WELLS, BEING A PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT A SURVEY OF THE ABOVE PROPERTY WAS PERFORMED BY ME OR BY A LICENSED SURVEYOR UNDER MY SUPERVISION AND THAT THE PLAT CORRECTLY DEPICTS THE

SIGNED THIS _____

1984-17
UTAH LICENSE NUMBER



00079903 Bk M0152 Pg 00185

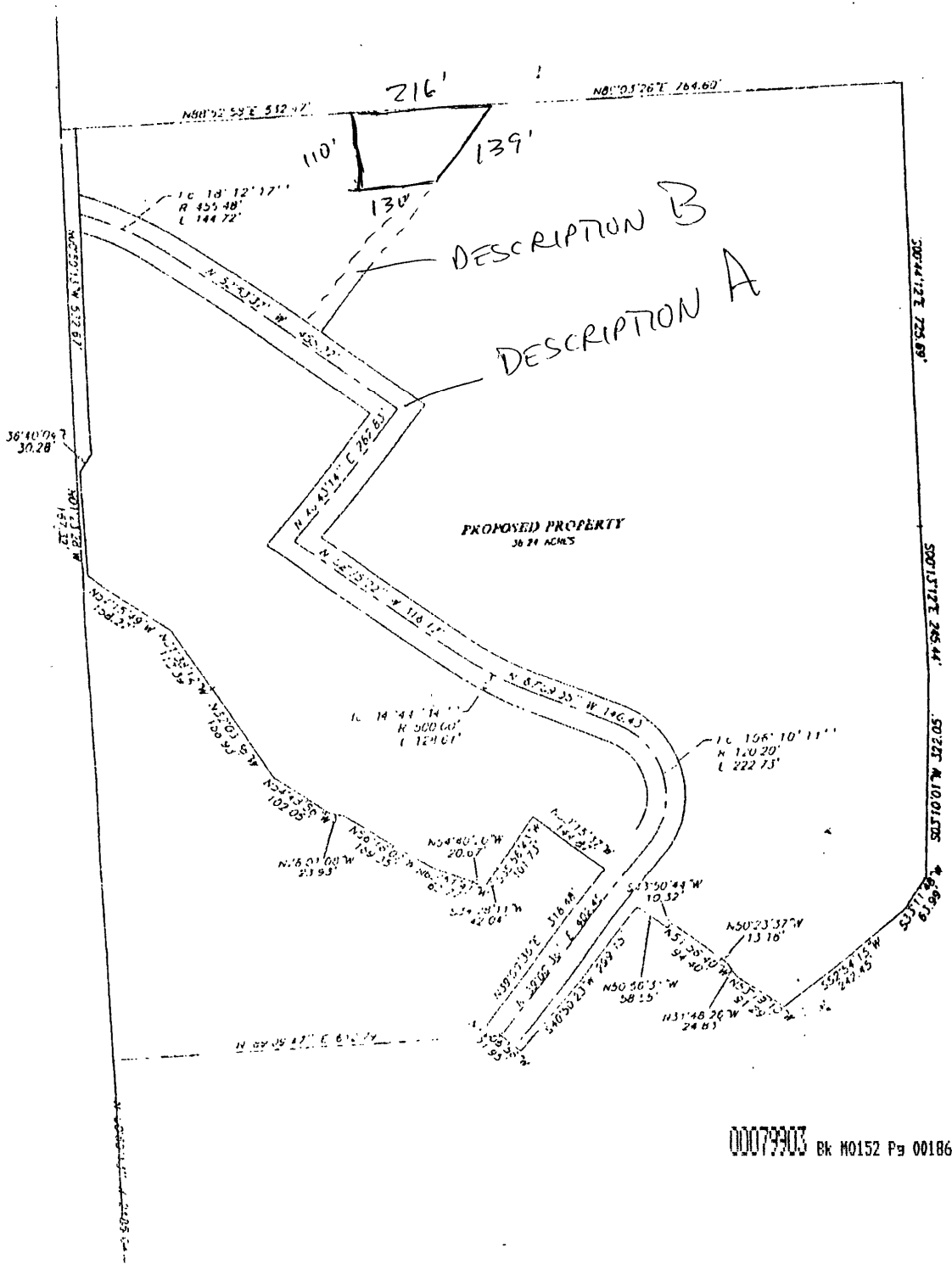
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF THE SURVEYOR AND SHALL NOT BE COPIED OR REPRODUCED WITHOUT HIS WRITTEN CONSENT.

DATE: _____
BY: _____

REEVE & ASSOCIATES, INC.
 ENGINEERS, PLANNERS & SURVEYORS
 2070 QUINCY AVE. SUITE 101
 OGDEN, UTAH 84243
 (801) 621-1100 FAX (801) 621-3088
 FAX (801) 621-1100

RECORD OF SURVEY

NORTH MO
ADVERSE CORNER OF SECTION 36, T4N, R12E, SL. 22, UTAH, U.S. SURVEY



PROPOSED PROPERTY
36.21 ACRES

DESCRIPTION B
DESCRIPTION A

00079903 BK N0152 Pg 00186