

ANCILLARY DEVELOPMENT AGREEMENT

FOR CANYON GATES SUBDIVISION Ent 1020231 Bk 1618 Pg 104

Date: 29-Apr-2010 10:44 AM Fee \$0.00

NORTH LOGAN, UTAH

Cache County, UT

Michael Bleed, Rec. - Filed By SP

For NORTH LOGAN CITY

This Subdivision Ancillary Agreement is entered into as of this 28 day of APRIL 2010, by and between Canyon Gates, LLC, a Utah limited liability company, as the owner and developer of a single family residential project known as Canyon Gates Subdivision, (the "Project" hereafter), and North Logan City, Utah, a municipality and political subdivision of the State of Utah.

The Development Agreement for Canyon Gates, North Logan, Utah dated the 17th of August 2006, as amended on the 21<sup>st</sup> of February 2007, by and between Canyon Gates Subdivision, and North Logan City is hereby rescinded and replaced by this agreement.

RECITALS:

Developer owns approximately 146 acres of real property located within the municipal boundaries of North Logan City, Utah, as more fully described in Exhibit A (the Property), on which it proposes the development of the Project. The Project is an undertaking of sufficient magnitude that Developer requires assurances from City, in the form of this Agreement, of Developer's rights to timely complete the development, before expending the substantial effort and costs in developing the Project.

City, acting in furtherance of its current land use policies, goals, objectives, General Plan and ordinances as well as existing state and federal law (hereinafter City Laws) requires that 2300 North between the 1600 East and the "power lines" along the east bench be at least partially constructed in order to provide access to other properties being developed east of Canyon Gates Subdivision, and an additional access for the Project.

In exchange for the rights granted to it by this Agreement, City, acting pursuant to the authority granted by Utah Code Ann. Section 10-9-101, *et seq.*, and City Laws and in the exercise of its legislative discretion, has elected to approve this Agreement as being in harmony with the long-range policies, goals and objectives and in the best interests of City.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms as more fully set forth below, Developer and City hereby agree as follows:

1. **Recitals and Exhibits.** The recitals set forth above and all exhibits are hereby incorporated by reference as part of this Agreement.
2. **Property Affected by This Agreement.** The legal description of the Property contained within the Project boundaries is attached and specifically described in Exhibit A. No additional property may be added to this description for purposes of this Agreement, except by written amendment to this Agreement executed and approved by the parties hereto.

## ARTICLE 1

### Responsibilities and Rights of Developer

#### **1.1 Vested Rights and Reserved Legislative Powers.**

**1.1.1. Rights Granted by this Agreement.** To the maximum extent permissible under the laws of Utah and the United States, at common law and at equity, City grants Developer all rights to develop the Property in fulfillment of this Agreement, including vested rights, pursuant to Utah Code Ann. Section 10-9a-509 and other City Laws. Development of the Property and the Project are subject to City Laws, except as such processes, rules, regulations and official policies are amended by this Agreement. Developer shall have the vested right to develop and construct the Project in the general manner, densities and configuration as outlined in Articles 5 and 6, and as reflected in the concept plan approved by the City Council on April 15, 2009 attached as Exhibit B, ("Concept Plan"). City may not impose or enact any additional development conditions, exactions, dedications, development fees, impact fees, open space requirements, residential units limits, extended processing or waiting periods or other rules or regulations applicable to or governing development of the Project or the Project beyond City Laws. The parties acknowledge that the precise location and details of the public improvements, lot layout and design and any other similar item regarding the development may change based upon differing circumstances, including economic changes, which are not currently known. Developer shall have the ability to make necessary modifications of the plan so long as they are consistent with the terms of this Agreement and comply with the densities agreed upon in the concept plan approved on April 15, 2009, and are approved by appropriate City officials. Revisions to approved construction drawings and specifications, and other Project submittals, shall also be prepared and submitted to City officials when necessary to create and maintain an accurate record with the City of the work proposed and completed on the Project.

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**1.1.2. Reserved Legislative Powers.** Developer acknowledges that City is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to City all of its police powers that cannot be so limited. Notwithstanding the retained power of City to enact such legislation under the police powers, the parties agree that the currently existing City Laws shall apply and control the development and interpretation of this Agreement. Future legislation shall only be applied to modify the vested rights of Developer under the terms of this Agreement based upon the policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change, including the imposition of any moratoria, affecting the vested rights of the Project shall be of general application to all development activity in City; and unless in good faith City declares a bona fide emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.

**1.2 Required Public Improvements.** As a condition to the rights granted to Developer by this Agreement, Developer agrees to construct the following public improvements:

**1.2.1.** Developer must construct as a part of Phase Two of the Project a catch basin park, as outlined in the Canyon Gates Development Plan. At its own cost Developer must acquire and install playground equipment which is roughly comparable in regards to design and price as that depicted in the Canyon Gates Development Plan. After construction the property shall be deeded to City and shall be maintained by City.

**1.2.2** Consistent with Exhibit B, Developer shall construct a trail system linking the Project to the Bonneville Shoreline Trail. Developer shall have no responsibility for acquiring or constructing those portions of the trail, which are not on the land it owns or is acquiring.

**1.2.3** No mining or excavation operations (as defined by North Logan City Ordinance 10-1000) shall be conducted by Developer or its agents. Developer shall, however, be allowed to excavate, crush, and remove earthen materials so long as the work is required for the construction of the development or water detention basins in accordance with the Stormwater Control Plan approved by the City Council on the 5<sup>th</sup> of March, 2008, as outlined in Exhibit C, and described in the approved subdivision development plan and assuming that all permits necessary have been obtained. The City agrees to not unreasonably refuse to issue the permits so long as the applications are limited in scope to the terms of this paragraph.

**1.2.4** Developer shall design and construct a flood plain management system, which shall include catch basins as outlined in Exhibit C. The parties agree that Developer shall not be required to construct the entirety of the flood plain management system prior to the approval of Phase One of the project; however, the Developer shall construct those portions of the flood plain management system which ensures the protection of each phase of the Project as it progresses. Developer shall have no responsibility for acquiring or constructing those portions of the flood plain management system, which are not on the land it owns or is acquiring.

**1.2.5** Developer agrees that within one year of receiving final plat approval for the first phase of the Project: (i) all items of personal property, including but not limited to, lumber, junk, scrap metal, trash, debris, equipment or machinery will be removed from the entire property; and (ii) any remaining commercial earthen material removal operations on the property must be permanently discontinued. Notwithstanding this subsection developer may excavate, crush, and remove ground pursuant to the terms of subsection 1.2.3.

**1.3. Developers Default.** If Developer fails to provide the required public improvements as outlined in Section 1.2, City may, at its election:

**1.3.1.** Withhold all further approvals, licenses, and permits for development of the Property, until such default has been cured.

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**1.3.2.** Through properly noticed hearings of City Planning Commission and City Council, rescind prior approvals for portions of the Project which have not been transferred or sold or which would not otherwise effect third parties, subject to the continuing rights of the City and continuing obligations of third parties as provided in Section 7.15 of this Agreement.

**1.3.3.** Exercise rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

## ARTICLE 2

### Rights and Responsibilities of City

**2.1 Authorization of this Agreement.** Subject only to Developer's continuing performance of its obligations under this Agreement, City hereby authorizes Developer to implement this Agreement.

**2.2 General City Services.** Subject to the City's right to withhold, withdraw or terminate city services, as provided in state and city law, City shall provide all city services to the Property that it provides from time to time to other residents and properties within City, including, but not limited to, police and other emergency services, city engineering, planning, parks and recreation and other staff services as well as sewer, storm drainage and water. Such services shall be provided to the Property on the same terms and at the same rates as provided to other residents and properties in the City.

**2.3 Public Improvements and Developer Reimbursement.**

**2.3.1.** As a part of this Agreement, Developer has been required to install certain public improvements in order to provide access, infrastructure and municipal services to the Property, the Project and adjoining properties which may also benefit City as a whole and which may be consistent with City's Capital Facilities Plans.

**2.3.2.** Some of the public improvements to be installed or constructed by Developer as part of the Project are System Improvements or Capital Facilities as defined in the Utah Impact Fees Act, Utah Code Ann. Section 11-36-101, *et seq.*, regarding the policies for expenditure of impact fees, and Developer may be entitled to credits or reimbursement for the cost of construction of certain qualifying public improvements or which may also create excess or additional capacity beyond the proportionate share of the need created by the Project under the policies regarding expenditure of impact fees as reflected in City Laws.

**2.3.3.** The parties agree that while Developer shall be assessed and shall pay impact fees calculated by City in accordance with City Laws, Developer may be entitled to credits and reimbursements, based upon the contributions and improvements which are provided to City, under the terms of this Agreement.

**2.3.4.** If City fails to perform any obligation of the terms of this Agreement or City Laws, Developer may exercise all rights and remedies available at law, including, but not limited to, injunctive relief, specific performance and/or damages. All rights and remedies shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy, and in equity, including, but not limited to, injunctive relief, specific performance and/or damages.

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### ARTICLE 3

#### Application Approval Process

**3.1. All Applications.** City shall cooperate reasonably, promptly and fairly in processing Developer's applications for the Project. City agrees and understands that Developer is entering into this Agreement in part based upon the assurances provided herein that all applications will be promptly considered. The parties agree that unjustified or excessive delay in processing applications by City shall be considered a breach of this Agreement

### ARTICLE 4

#### Land to be Dedicated to North Logan City

**4.1. Lands to Be Dedicated to North Logan City.** Developer agrees to convey to the City the land described in the Canyon Gates Development Plan to be dedicated to the City. The property to be dedicated to the city is spread out over the entire 146 acres. It is the intention of the parties that the transfer of the land to the City shall be accomplished through the filing of the final plat(s) and no other deed will be filed. Developer is willing to donate the land upon terms and conditions in this agreement.

**4.2. Restrictions on Land Dedicated to the City.** As a condition of dedicating to the City the areas designated on the Final Plat(s) for the retention ponds and the drainage corridor and accompanying trail connecting the drainage areas, the following restrictions shall apply to the City's future use and development of said property:

**4.2.1** Trails are to be constructed by Developer. The use of the trails shall be limited to pedestrians, equestrian uses, cyclists and other non-motorized vehicles (except motorized wheelchairs, emergency vehicles and vehicles used to construct and/or maintain the trails will be allowed);

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**4.2.2** The retention pond in the southeast part of the project is to be reclaimed by the Developer. The reclamation shall be in accordance with the Canyon Gates Development Plan.

**4.2.3** Access to the area shall be open to the public but all other ordinances pertaining to the use of this land shall continue, including but not limited to current zoning regulations, the discharge of firearms, noise, and other nuisances.

## ARTICLE 5

### Construction of 2300 North Street

**5.1. 2300 North to be Constructed By Joint Participation.** Developer and the City agree that 2300 North Street which passes through the Project should be constructed near the time that the Project is developed and at least to such an extent that an additional ingress and egress point is provided for both the Project and the land being developed as the Wildercrest Subdivision east of this Project. Both parties acknowledge that 2300 North from 1600 East to the “power lines” is one of the roads in the city’s capital improvement plan upon which road impact fees were based (according to the most recent impact fee report accomplished by the city in 2006). As such, if the Developer constructs 2300 North, the City is obligated to reimburse Developer through road impact fees in the amount and percentages as required by Utah law and as provided in the North Logan City Capital Facilities Plan. The participation by the City with regard to the timing of any reimbursement payments to the Developer for work done on 2300 North, shall be based on the City’s financial ability to do so with road impact fee funds and with the sole discretion of the City Council. Parties have reviewed the North Logan City Capital Facilities Plan and agree to share the costs of building the road at 2300 North including the bridge, culinary water distribution lines, and wastewater collection line, with each party to pay 50 percent of such costs. Costs to build the portion of 2300 North adjacent to the city’s park/cemetery land, will be shared and paid, 75 percent by North Logan City and 25 percent by Developer. Both parties will review and approve construction bids for the utilities described above and will pay the approved contractor independently after the completion and acceptance (by both parties) of the work.

**5.1.1.** The participation by the City to do this work on 2300 North shall be considered the City’s fair share of the construction of 2300 North for its impact fees and other obligations throughout the length of 2300 North between 1600 East, through Canyon Gates Subdivision, and connecting to the road near the high voltage power lines within the Wildercrest Subdivision and no further credits or reimbursements shall be due to Developer based on impact fees for roads, sewers, or culinary water.

## ARTICLE 6

### Land-Use Parameters

**6.1** Parties agree the total acreage of the proposed project to be plus or minus 146 acres. Parties also agree that due to the fact that the project includes areas in four different zones (RE-1, R-1-20, R-1-15, and R-1-12), the entire subdivision shall be considered together as one unit with an overall density of approximately 1.9 units per acre. The total number of lots within the 146 acres of the subdivision shall not exceed 275 lots. The general parameters for developing this subdivision shall be in accordance with the Density-Bonus Subdivision Option (Method 3 in NLC City Code 12D-203.3) with any exceptions as agreed upon herein.

**6.1.1.** Some "minimally sized lots" (any lot smaller than 8,400 sq. ft.) shall be allowed as follows. No more than 66 lots shall be smaller than 8,400 square feet and no lots shall be smaller than 6,700 square feet. Both parties agree that any of these smaller lots which are "earned" due to the approximate 18 acres of the subdivision zoned R-1-12 shall only be located west of the canal. This is agreed upon by both parties due to the fact that all of the land in the highest density zone (R-1-12) will not be developable as higher density lots because the area zoned R-1-12 will be used for the construction of the main, upper retention basin. The approved concept plan for the subdivision and the Proposed Phasing Plan (Exhibit D) indicates that a portion of phase 2 and the entire phase 6, have been designated in the approved concept plan as the location of these minimally sized lots. The approved concept plan includes about 10 acres of these minimally sized lots. Front and rear yard setbacks for all of the minimally sized lots shall be 20 feet. Side yard setbacks for all of the minimally sized lots shall be a minimum of 10 feet on both sides. There shall also be at least a 15 foot canal setback for all lots adjacent to the west side of the canal. The canal setback precludes any structure being built within that area. Minimally sized lots must have a lot width of at least 60 feet.

**6.1.2.** Both parties agree to treat the remaining approximate 136 acres as if they were one zone with a density, minimum lot size, minimum lot width, and minimum front, rear, and side set-backs as follows: No lots (except as provided in 6.1.1 above) shall be smaller than 12,000 sq. ft. and with a minimum lot width of 85 ft. Front yard setbacks to be 30 feet; rear yard setbacks, excluding detached buildings, to be 30 feet. Side yard setbacks will be a minimum of 10 feet with a total of 25 feet required for side yard setback. There shall also be at least a 15 foot canal setback for all lots adjacent to the west side of the canal.

**6.1.3** Based on the concept plan approved by the City Council on April 15, 2009, the Developer agrees to dedicate to North Logan City, for public use, no less than twenty (20) acres. The approved concept plan includes approximately 28 acres in a combination of parks, trail corridors, drainage corridors, and buffer frontages. The minimum of twenty (20) acres represents approximately 13.7% of the subdivision dedicated to North Logan for "parks". That figure of 13.7% is the basis used for determining the allowed density for the Density-Bonus option for this subdivision. No other credit or reimbursement shall be due Developer for parks impact fees.

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**6.1.4** All other land-use regulations that are based on a property's zoning shall remain consistent with the specific zone in which the property is located.

## ARTICLE 7

### General Terms and Conditions

**7.1 Term of Agreement.** The term of this Agreement shall be for a period of fifteen (15) years following the date of its adoption by City, or until the build-out of the entire Project is complete, whichever comes first, unless the Agreement is earlier terminated or its term modified by written amendment to this Agreement.

**7.2 Agreement to Run With the Land.** This Agreement shall be recorded in the office of the Cache County Recorder against the Property and is intended to and shall be deemed to run with the land. The benefits of this Agreement shall inure to successors-in-interest and/or subsequent owners.

**7.3 Construction of Agreement.** This Agreement shall be construed so as to effectuate the public purposes of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest while providing reasonable assurances of continuing vested development rights.

**7.4 Invalid Provisions.** The parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with City Laws. The parties further agree that if any provision of this Agreement is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with City Laws, as the case may be, and the balance of this Agreement shall remain in full force and effect.

**7.5. Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor; materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other causality beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.

**7.6. Integration.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. The Canyon Gates Development Plan and each final plat as it is completed, will integrate with this agreement as well.

**7.7. Court Costs and Attorneys Fees.** In the event of any legal action or defense between the parties hereto arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or parties shall be entitled, in addition to the remedies and damages, if any, awarded in such proceeding, to recover their costs and a reasonable attorney's fee.

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**7.8. Notices.** Any notices, requests or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:



**If to Developer:**

Ty Thomas  
2885 South Main Street  
Salt Lake City, Utah 84115

**If to City:**

**North Logan City**  
Jeff Jorgensen  
City Administrator  
2076 North 1200 East  
North Logan, Utah 84341

**With a copy to:**

**Bruce Jorgensen**  
North Logan City Attorney  
130 South Main Street, #200  
Logan, Utah 84321

**7.9. Trails Outside Project Area.** Developer shall have no responsibility for acquiring or constructing those portions of the trail, which are not on the land it owns or is acquiring.

**7.10. Right to Cure.**

A. Developer shall have the right to cure any alleged default under this Agreement. In the event the City determines that Developer is in material default, it must give written notice outlining the specifics of the alleged default. Developer shall have 90 days within which to cure. Before City may impose any remedy in Section 1.3, the City Council shall hold a public hearing. Before voting to proceed with any remedies provided in 1.3, the City Council must find by clear and convincing evidence that Developer is in default *and* has not cured *and* that it is not pursuing a cure, with reasonable diligence.

B. City shall have the right to cure any alleged default under this Agreement. In the event the Developer determines that City is in material default, it must give written notice outlining the specifics of the alleged default. City shall have 90 days within which to cure.

**7.11. Mediation of Default.** If the City Council votes to find Developer in default under Section 1.3 and Developer and City are unable to resolve a disagreement regarding whether Developer has defaulted or whether Developer has cured or is pursuing a cure with reasonable diligence, the parties shall, within fourteen (14) days, appoint a mutually acceptable mediator with knowledge of the issue in dispute. The parties will equally share the fees of the mediator. The mediator shall, within fourteen (14) days, review the positions of the parties regarding the issue and promptly attempt to mediate between the parties. If the parties are unable to reach agreement, the mediator shall notify the parties in writing of the resolution that the mediator deems appropriate. The mediator's opinion shall not be binding on the parties.

**7.12. Final Resolution.** If City and Developer are unable to resolve the dispute through mediation, the parties may litigate in the courts of the State of Utah for final resolution of the dispute.

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**7.13. Compliance With Subdivision and Other City Regulations.** Developer agrees, unless otherwise provided for herein, that it shall be necessary to comply with all of the requirements of City subdivision ordinances in order to obtain approval of specific phases of the Project; and nothing in this Agreement shall be deemed to relieve Developer from the obligation to

comply with all applicable laws and requirements of City necessary for approval of individual subdivision plats and other aspects of the Project, including the payment of fees and compliance with City's design and construction standards.

**7.14. Phasing.** Developer may proceed by platting and constructing the Project all at one time or by phase for portions of the Project as long as each phase provides for a logical extension of roads, infrastructure and utilities through the Project as approved by City, in conformance with the requirements of this Agreement and City Laws. Exhibit D ("Phasing Plan") is the phasing plan agreed to in the Canyon Gates Development Plan approved by the City Council on May 20, 2009 and shall be modified only by written amendment to this Agreement executed and approved by the parties hereto.

**7.15. Transfer of Development.** It is contemplated that Developer may sell various portions of the Property to one or more third parties or developer(s), who will develop specific projects on their respective portions of the Property. Developer shall be entitled to transfer any or all portions of the Property to any third party subject to the terms of this Agreement. In the event of any such transfer, the transferee shall be deemed to be Developer for all purposes under this Agreement with respect to that portion of the Property transferred and shall have all of the rights and all of the duties provided Developer under this Agreement. Such transferee, and the portion of the Project property transferred, shall not be entitled to the benefits of the exclusion contained in Section 1.3.2 of this Agreement

**7.15.1.** Nothing in this Section shall prohibit Developer from selling any parcels in the ordinary course of the business of developing the Property; nor shall Developer be prohibited from selling a portion of the Property to one or more third parties for the purpose of erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) improvements thereon consistent with and subject to the requirements of this Agreement and the other applicable ordinances and regulations of City. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential housing, or other development parcels within the Project, subject to Developer complying with City's Laws and the requirements of this Agreement.

**7.16. Release of Developer.** In the event of a transfer of any portion of the Project property and upon assumption by the transferee of Developer's obligations under this Agreement, the respective transferee shall have the same rights and obligations as Developer under this Agreement, and the Developer executing this Agreement shall be released from any further obligations with respect to that portion of the Property, provided the transferee demonstrates sufficient financial resources and assets to the satisfaction of the City Council, to reasonably assume Developer's obligations under this Agreement, related to the portion of the Project property obtained.

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ARTICLE 8

Access to Surrounding Property During Construction

The owners of real property located adjacent to and/or north and east of the Project real property own title to approximately a 16.5-foot wide strip of real property from the Logan, Hyde Park Smithfield Canal to the east boundary of the Project real property (Kay Gilgen property), along the general route of 2300 North Street, if built in a straight line, and to access easements across the Project real property in approximately the same location (Dahle, Smith and North Logan easements and others that may legally exist). It is the desire and intent of the parties to this Agreement that once developed, 2300 North Street will be substituted for and serve as permanent, public access for the Project real property and all other real property adjacent to and/or north and east thereof. Development approvals, however, are not approvals to terminate or modify existing easements or property ownership without the consent of the property and easement owners involved. Developer shall not interfere with such existing rights, nor access provided thereby, without appropriate agreement with the owners, during all phases of construction of the Project and until agreements to modify the same are reached. Developer also agrees to work with City staff in order to designate easements and/or rights-of-way for culinary water, sewer, and storm drainage systems and other common utility services and for access to 2300 North, for real property located adjacent to the north and east of the Project real property. Such easements and/or rights-of-way shall be designated and clearly marked on preliminary and final plats approved for the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Developer

Canyon Gates, LLC

A Utah Limited Liability Company

By: [Signature]

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Its: [Signature]

STATE OF UTAH )

: ss.

County of CACHE )


On the 27 day of April, 2010, personally appeared before me Phillip Tyrone Thomas as Member of Canyon Gates, LLC., the signer of the within instrument, who duly acknowledged to me that he executed the same with corporate authority in behalf of said company.



[Signature]  
NOTARY PUBLIC

**North Logan City**

By:   
Its: Mayor

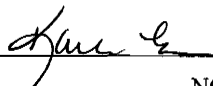
Attest:   
City Recorder

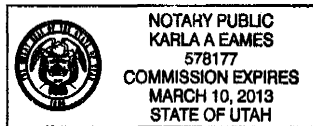
STATE OF UTAH )

: ss.

County of CACHE )

On the 20 day of April, 2010, personally appeared before me Lloyd Berentzen as Mayor of NORTH LOGAN CITY, and Scott Bennett, City Recorder, the signers of the within instrument, who duly acknowledged to me that they executed the same with city approval and authority.

  
NOTARY PUBLIC



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EXHIBIT A.

BEG NO. 17W 572.36 FT FROM SW COR LT 4 BLK 32 PLT G LOGAN FARM SVY & TH N89.3555E 556.0 FT TH S0.17E 201.36 FT TH N89.3555E 55.57 FT TO E BANK LOGAN HYDE PARK SMITHFIELD CANAL TH N17.3212E 161.83 FT ALG CANAL TH N57.3623E 18.26 FT ALG CANAL TH S89.5050E 257.57 FT TH N0.5648E 228.77 FT TO S BANK SD CANAL TH N66.3648E 85.22 FT ALG CANAL N53.1013E 87.97 FT ALG CANAL N78.4347E 73.27 FT ALG CANAL TH

17.97 Acres

BEG AT W/4 COR SEC 24 T 12N R 1E & TH N 0°16'59" W 2654.16 FT TO INTERSEC OF 1600 E ST & 2300 N ST TH N 89°37'04" E 20.48 FT TH N 0°20'11" W 33.0 FT TO SW COR LT 4 BLK 33 PLT G LOGAN FARM SVY & TRUE POB TH N0°20'11"W 942.95 FT TH N89°52'59"E 643.03 FT ALG N LN OF S/2 OF LT 5 SD BLK 33 TH S0°49'58"E 232.27 FT TH S89°23'59"E 645.15 FT TH S0°02'15"W 696.67 FT ALG E LN OF LTS 6 & 3 SD BLK TH S89°37'04

14.30 Acres

BEG AT W/4 COR SEC 24 T 12N R 1E & TH S 0°17' E 2654.16 FT TO SW COR SEC 24 TH N 73°02'29" E 2756.95 FT TO TRUE POB (BEING BR BEG 759 FT N OF INTERSEC OF N LN OF GREEN CANYON ROAD & W LN OF NE/4 OF SEC 24 T 12N R 1E) TH N0.3937W 531.4 FT TH N89.3555E 1307.29 FT TO CENTER OF NE/4 SD SEC TH S0.2119E 536.93 FT TO N LN OF UP&L PROP TH S89.5030W 1304.47 FT TO TRUE POB CONT 16.01 AC M/B

16.01 Acres

BEG AT NE COR NW/4 NE/4 SEC 24 T 12N R 1E & TH N 89°47'50" E 27.99 FT TO FENCE TH S 2°19'34" E 1869.14 FT TO INTERSEC OF FENCE WITH PROJECTION OF S LN OF PARCEL 05-004-0002 TH S 89°50'30" W 92.28 FT TO W LN E/2 NE/4 SEC 24 TH N 0°21'19" W 1867.79 FT TO BEG CONT 2.58 AC M/B

2.58 Acres

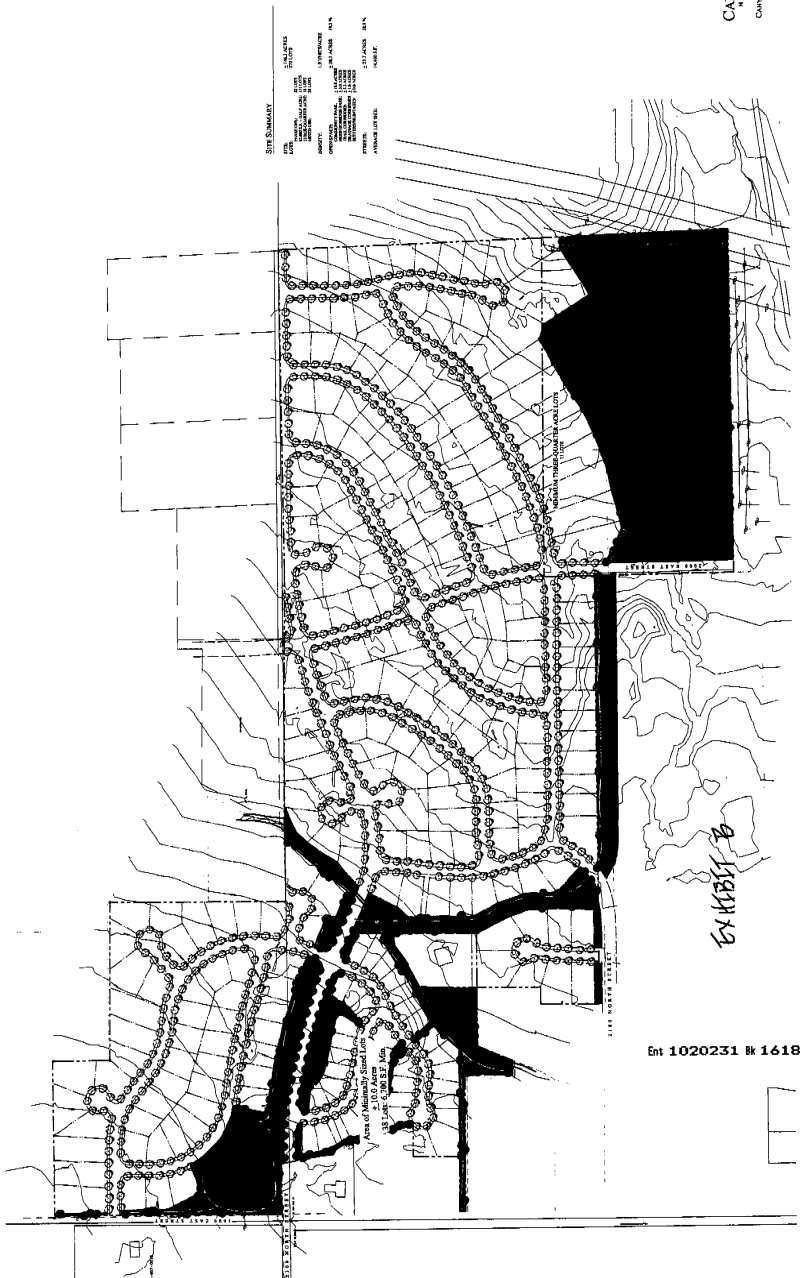
LOTS 2 & 7 & THE E 1/5 OF LTS 3 & 6 BLK 32 PLT G LOGAN FARM SVY AS FOLL:  
 BEG AT SE COR SD LT 2 & TH S 89°35'55" W 767.44 FT TH N 0°26'31" W 1270.72 FT TO N LN LT 6 BLK 32 TH N 89°37'04" E 129.16 FT TO NE COR LT 6 TH N 89°40'50" E 635.66 FT TO NE COR LT 7 SD BLK TH S 0°33'36" E 1269.77 FT TO BEG CONT 22.34 AC M/B  
 ALSO: LOTS 1 & 8 SD BLK 32 & PT OF NW/4 NE/4 SEC 24 T 12N R 1E AS FOLL:  
 BEG AT

82.22 Acres

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Beginning at the Northwest Corner of Lot 5, Block 32, Plat "G" LOGAN FARM SURVEY, said point being North 00°17'00" West 1304.10 feet (North 1287 feet, by record) of a point North 89°35'55" East 33.00 feet (North 89°57' East 33 feet, by record) of the West Quarter Corner of the Northwest Quarter of Section 24, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, and running thence North 89°37'04" East 210.34 feet along the North line of said Lot 5' thence North 10°48'00" East 67.11 feet to the South line of Lot 4, Block 33, Plat "G" LOGAN FARM SURVEY; thence along said South line South 89°37'04" West 198.09 feet (West 197.8 feet, by record) thence South 00°17'00" East 66.00 feet to the point of beginning.

BRENNAND PARCEL .4 ACRES



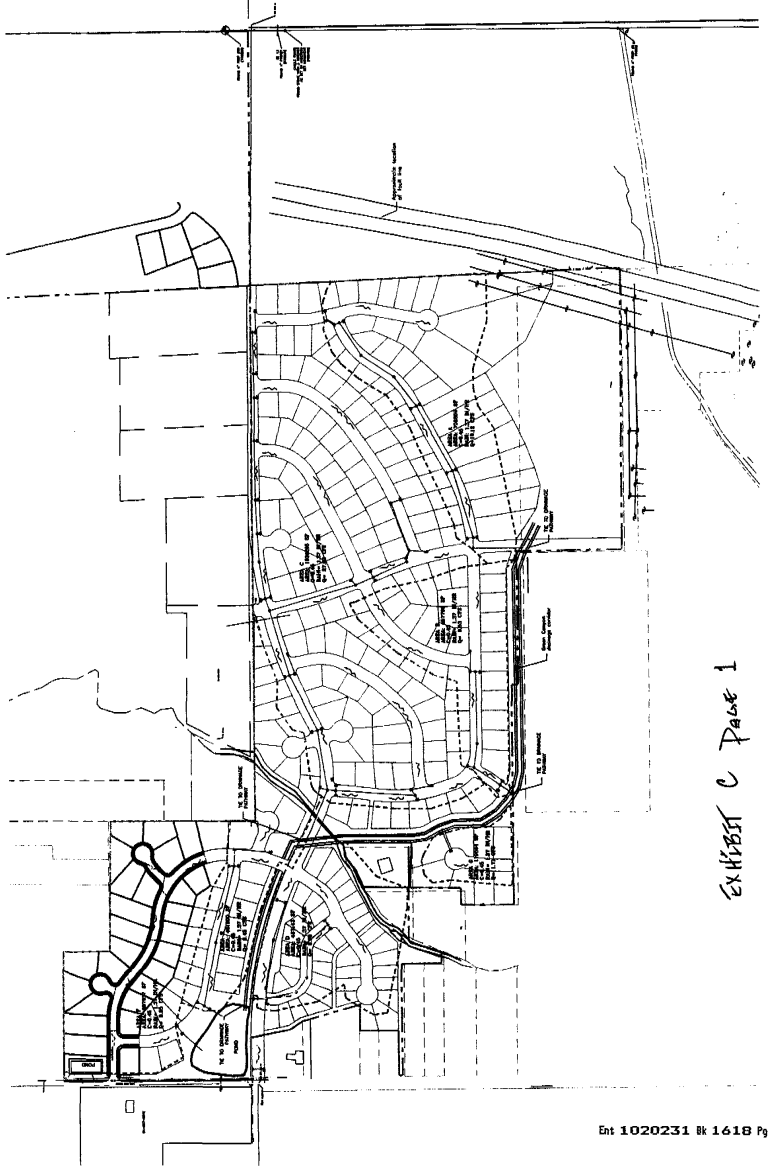
**SITE SUMMARY**

LAND AREA	11.0 ACRES
IMPROVED AREA	1.0 ACRES
UNIMPROVED AREA	10.0 ACRES
TOTAL AREA	11.0 ACRES
PERCENTAGE IMPROVED	9.1%
PERCENTAGE UNIMPROVED	80.9%
PERCENTAGE TOTAL	100.0%
PERCENTAGE OPEN SPACE	90.9%
PERCENTAGE PAVED	10.0%
PERCENTAGE ASPHALT	10.0%
PERCENTAGE CONCRETE	0.0%
PERCENTAGE OTHER	0.0%


  
**CANYON GATES**
  
 Canyon Gates
   
 BOARD OF DIRECTORS
   
 CANYON GATES DEVELOPMENT
   
 10000 N. 100th Ave.
   
 Suite 100
   
 Greenwood Village, CO 80120
   
 Phone: 303.751.1000
   
 Fax: 303.751.1001
   
 Website: www.canyon-gates.com

<b>PROJECT</b> CANYON GATES SUBDIVISION OVERALL DRAINAGE PLAN SHEET NO. 1 OF 1		<b>CLIENT</b> ALLIANCE CONSULTING 80 WEST CENTER LITTLE ROCK, AR 72201 (501) 782-3121	
<b>DATE</b> 1-2009	<b>DESIGNED BY</b> J. J. JONES	<b>CHECKED BY</b> J. J. JONES	<b>APPROVED BY</b> J. J. JONES
<small>           THE ENGINEER'S SEAL IS REQUIRED FOR ALL PROFESSIONAL ENGINEERING WORK. THE SEAL OF THE ENGINEER SHALL BE PLACED IN THE LOWER RIGHT CORNER OF THIS SHEET. THE SEAL OF THE ENGINEER SHALL BE PLACED IN THE LOWER RIGHT CORNER OF THIS SHEET. THE SEAL OF THE ENGINEER SHALL BE PLACED IN THE LOWER RIGHT CORNER OF THIS SHEET.         </small>			

**CANYON GATES SUBDIVISION**  
**OVERALL DRAINAGE PLAN**  
 PART OF SECTION 13, EAST SUBM.  
 TOWNSHIP NORTH, LOGAN, UTAH



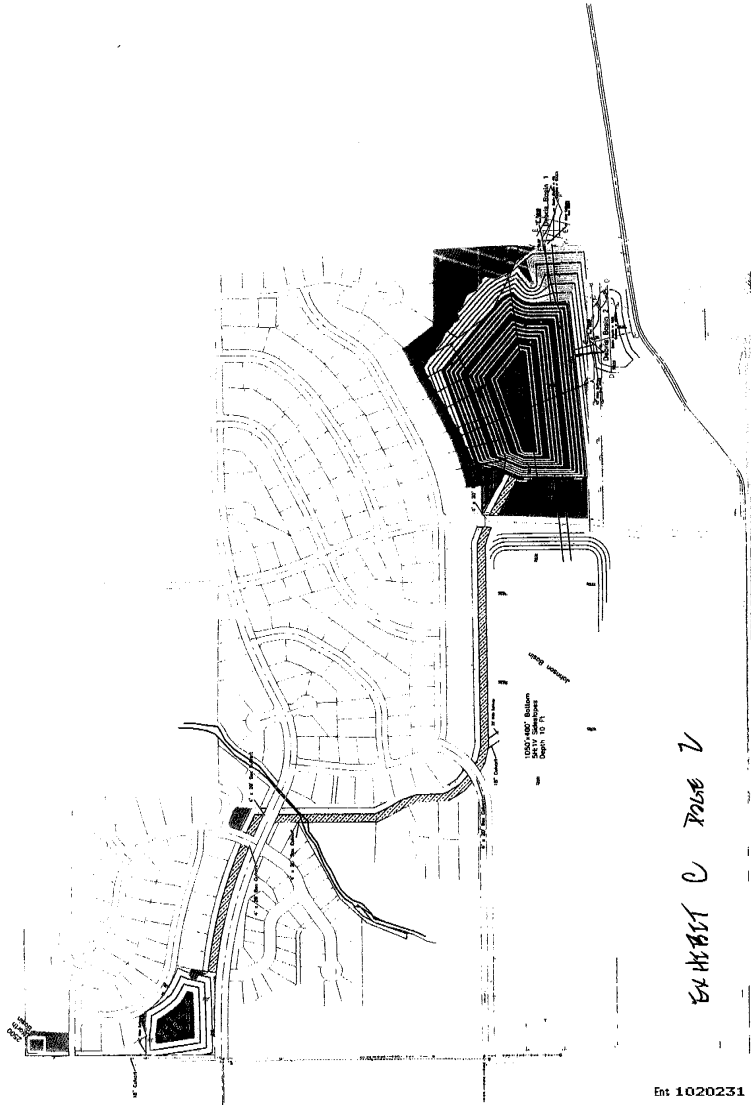
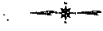


EXHIBIT C PAGE 2

Ent 1020231 Bk 1618 Pg 119

100' Contour  
 75' Contour  
 50' Contour  
 25' Contour

REVISIONS

NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

PROJECT NO. 1020231 Bk 1618 Pg 119

DATE: 10/15/18

SCALE: AS SHOWN

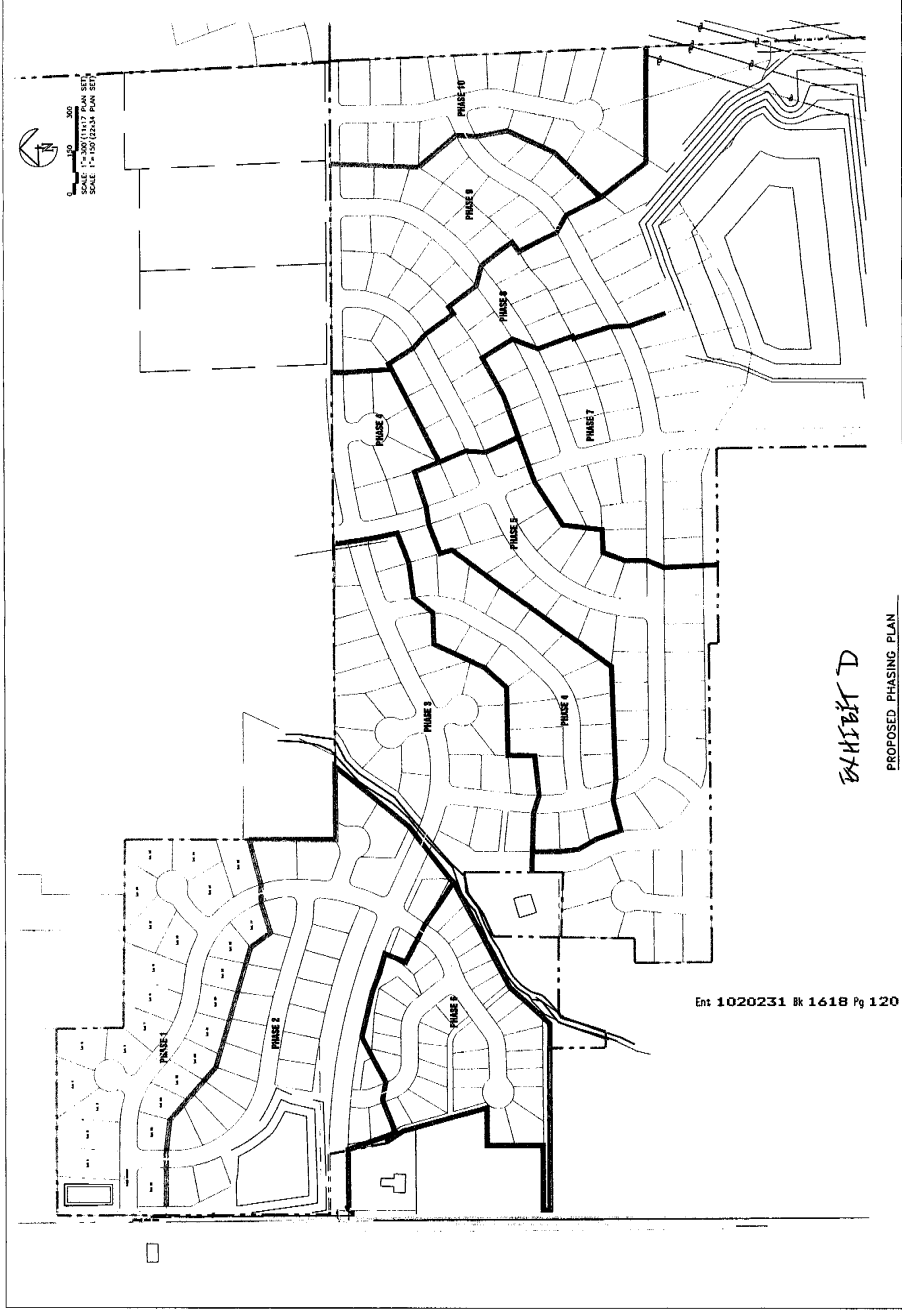
PROJECT: NORTH LOGAN CITY NORTH LOGAN, UTAH

REVISIONS: CHANNEL AND DETENTION LOCATIONS

HYDROLOGIC DESIGN



 <p>ALLIANCE CONSULTING ENGINEERS 14305-117 LOCAL 16421</p>	<p>CONTRACT NO.</p>	<p>DATE</p>	<p>PROJECT NO.</p>
	<p>CONTRACT NO.</p>	<p>DATE</p>	<p>PROJECT NO.</p>



*Sheet D*

PROPOSED PHASING PLAN

Ent: 1020231 Bk 1618 Pg 120