

ORIGINAL



ESTABLISHED 1866

290 North 100 West, Logan, Utah 84321
(435) 716-9021
www.loganutah.org

When recorded return to:
Community Development
City of Logan
290 North 100 West
Logan, UT 84321

Ent 1197508 Bk 2023 Pg 1348
Date: 12-Jun-2018 01:26 PM Fee \$1.00
Cache County, UT
Michael Gleed, Rec. - Filed By JA
For LOGAN CITY

SUBDIVISION PERMIT

At the March 22, 2018 meeting the Logan City Planning Commission conditionally approved **PC 18-013 Cache Valley Mall Subdivision** to subdivide some of the existing stores within the Mall and on the perimeter from the existing Mall property located at 1300 North Main in the Commercial (COM) zone; TIN 05-014-0006;0041.

These conditions are binding on the property owner and any subsequent purchaser of the property. If the property is rented or leased to another party, the recorded owner is still responsible for compliance with the conditions.

CONDITIONS OF APPROVAL

1. All standard conditions of are recorded and available in the Community Development Department.
2. Eight (8) commercial lots are approved with this permit.
3. Cross access easements between lot 8 and lots 1-7 shall be labeled on the final plat.
4. A cross parking agreement shall be submitted and approved by Logan City prior to recordation of the final plat.
5. Final plat shall be recorded within one (1) year of this action, with subsequent phases each one year following, or compliance with the Land Development Code Expirations and Extensions of Time.
6. Provide 10' public utility easement (PUE) on all property lines at the bounds of the subdivision and 5' PUE on all other property lines.
7. A master signage plan shall be submitted and approved prior to final plat recordation that complies with the Land Development Code signage allowances.
8. Prior to recording of a final plat or issuance of a building permit, the Director of Community Development shall receive a written memorandum from the following departments indicating that their requirement has been satisfied:
 - a. Light and Power
 - i. PUE's- Public Utility Easements on all property lines (10' PUE on all property lines facing a road and a 5' PUE on all other property lines)
 - b. Engineering
 - i. Provide a 10' wide utility easement on all existing utilities running through the site, this includes, but is not limited to water, sewer, gas, electrical, communication, etc.
 - ii. Provide a cross access agreement between all parcels shown on plat.
 - iii. If required by Community Development, provide shared parking agreement(s)
 - iv. Provide documentation (recorded at County) of how utilities, parking lot, accesses will be maintained by subdivision property owners.
 - v. Provide shared storm water easements to accommodate existing system.
 - vi. Provide City with a Private Water Utility agreement (to be recorded at County).

c. Water

- i. All separated buildings and or units (culinary water use) and/or landscape irrigation should have its own high-hazard backflow assembly installed and tested to separate water hazards from one another.
- ii. All fire protection systems connected to Logan City water must have a minimum DC (ASSE1015) installed and tested.
- iii. All water points of use should comply with 2015 IPC and State of Utah amendments.

FINDINGS FOR APPROVAL

- 1. The proposed subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjacent properties because the subdivision meets the minimum requirements of the Land Development Code (LDC).
- 2. Each lot conforms to the requirements of LDC Title 17 in terms of lot size and development requirements.
- 3. The project conforms to the requirements of Title 17.47 concerning legal noticing, hearings, procedures, application requirements and plat preparations.
- 4. Main Street and 1400 North provide infrastructure, utilities and are adequate in size to handle anticipated traffic.

The Planning Commission’s decision came on a motion by Commissioner Dave Newman with a second by Commissioner Sandi Goodlander. The motion passed by a vote of 6-0.

This action will expire **one year** from the date of **March 22, 2018** if all conditions have not been met. An extension of time must be requested in writing and received by the Community Development Department prior to the expiration date. **The City does not send *reminder* notices or other notification of the pending expiration date. The action to request an extension is the responsibility of the proponent.**

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We have reviewed the decision of the Planning Commission and agree to the conditions and requirements. We understand this project expires one year from the date of the Commission’s action unless the final plat has been recorded, or the Department of Community Development has issued a building permit. If an extension of time is required, we must submit our written request prior to the expiration date of the Planning Commission’s action. The length of an extension of time is established in the Logan Land Development Code (LDC) Chapter 17.58.

**Accepted and agreed by:
Property Owner or Agent for Cache Valley Mall Subdivision**

Signed: See attached

Print Name: _____

Address: _____

City/State/Zip: _____

Date: _____

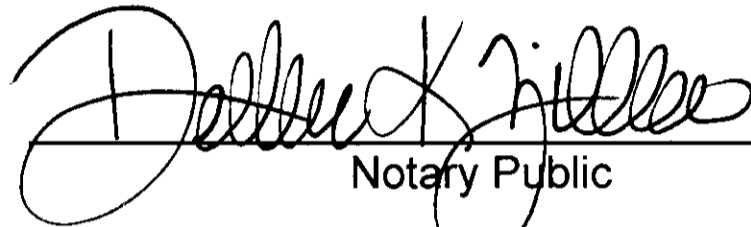
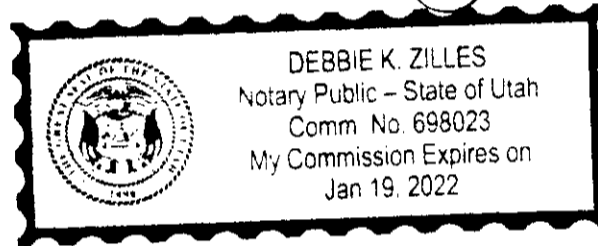
By the authority vested in me as the Logan City Director of Community Development, I affix my signature upon this document for the purpose of granting a permanent and recorded Planning Commission Permit to run with the subject property in perpetuity.



Michael A. DeSimone, AICP *MD*
Community Development Director
City of Logan

State of Utah)
 : §
County of Cache)

On this 30 day of May, 2018, before me, Debbie K. Zilles,
a notary public, personally appeared Michael A. DeSimone, Community Development Director for
the City of Logan, who is personally known to me and who signed the above permit.


Notary Public

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35.78 feet; thence Northwesterly 79.28 feet along the arc of a 320.00 foot radius curve to the right (chord of said curve bears North 81°28'07" West 79.08 feet); thence North 74°22'16" West 39.47 feet; thence Northwesterly 69.37 feet along the arc of a 280.00 foot radius curve to the left (chord of said curve bears North 81°28'07" West 69.19 feet); thence North 88°33'59" West 71.83 feet; thence Southwesterly 47.30 feet along the arc of a 30.00 foot radius curve to the left (chord of said curve bears South 46°15'35" West 42.55 feet) to a point in the East line of U.S. Highway 91; thence North 1°05'46" East 42.18 feet to the point of beginning.

PARCEL 3:

Lot 1, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded February 28, 2001, as Entry No. 755506, in the Office of the Cache County Recorder, State of Utah.

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Less and Excepting therefrom: That portion Deeded to The City of Logan in Quit Claim Deed recorded August 16, 2007, as Entry No. 952152, in Book 1478, at Page 916, of Official Records.

PARCEL 4:

Lot 2, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded February 28, 2001, as Entry No. 755506, in the Office of the Cache County Recorder, State of Utah.

Less and Excepting Therefrom: The East 14 feet of said Lot 2 as deeded to Logan City in Warranty Deed recorded August 30, 2013 as Entry No. 1094177 in Book 1783 at Page 785 of Official Records, and being more particularly described as follows:

Part South Half of Block 1 Plat "D" Logan Farm Survey described as follows:

Beginning at a point being North 01°28'03" East 833.48 feet and North 88°31'57" West 33.00 feet from the intersection of 200 East Street and 1000 North Street; thence North 88°54'44" West 14.00 feet along the Grantors south boundary line; thence North 01°28'03" East 150.00 feet to the Grantors north boundary line; thence South 88°54'44" East 14.00 feet along said line to west Right-Of-Way line of 200 East Street; thence South 01°28'03" West 150.00 feet along said line to the point of beginning.

PARCEL 5:

Lot 4, MARKETPLACE SUBDIVISION, according to the Official Plat thereof as recorded February 28, 2001, as Entry No. 755506, in the Office of the Cache County Recorder, State of Utah.

PARCEL 6:

Benefits, if any, contained in Restriction Agreement and Grant of Easements dated March 19, 2001, by and between Price Development Company, a Maryland limited partnership and Home Depot U.S. A., Inc., a Delaware corporation, recorded March 19, 2001, as Entry No. 756756, in Book 994, at Page 832, of Official Records.

PARCEL 7:

LEGAL DESCRIPTION**PARCEL 1:**

A Part of Block 1, Plat "D", Logan Farm Survey; Beginning at a point located South along the East Right-of-Way line of U.S. 1-Highway 91, from the North line of Lot S, of said Block 1, said point being described in a Warranty Deed, recorded in Book 105 at Page 437, as being located 67.0 feet South of the Intersection of the East Right-of-Way line of U.S. Highway 91 and the South Right-of-Way line of 14th North Street, as now established; said point of beginning being in the East Right-of-Way line of the U.S. Highway 91 and the South Right-of-Way of 14th North Street, and running thence South 88°24'27" East along said South Right-of-Way line of 14" North Street 131.44 feet; thence South 0°55'43" West 165.85 feet; thence South 87°04'00" East 73.6 feet; thence North 00°55'43" East 167.6 feet to the South line of said 14th North Street; thence South 88°24'27" East along said South line 1037.43 feet; thence South 101 7'35" West 122.10 feet; thence South 88°24'27" East 124.00 feet to the West Right-of-Way line of Second East Street; thence South 1°17'35" West along said West line 1000.66 feet; thence North 88°54'28" West 1359.20 feet to the East Right-of-Way line of U.S. Highway 91, thence North 0°55'43" East along said East line 1134.69 feet to the point of beginning.

Less and Excepting therefrom: That portion Deeded to The City of Logan in Quit Claim Deed recorded August 28, 2001, as Entry No. 768508, in Book 1033, at Page 1106, of Official Records.

Also Less and Excepting therefrom: That portion Deeded to Utah Department of Transportation in Warranty Deed recorded February 14, 2003, as Entry No. 813952, in Book 1198, at Page 615, of Official Records.

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PARCEL 2:

Part of the Northwest Quarter of Section 27, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, described as follows: Beginning at a point in the East right of way line of U.S. Highway 89 and 91, said point being 608.2 feet North from the Southwest Corner of Lot 3, Block 1, Plat "D" Logan Farm Survey; and running thence North 225.4 feet along the East line of said right of way; thence East 354.3 feet; thence South 225.4 feet to a point East of beginning thence West 354.3 feet to beginning.

Less and excepting the following: A part of the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 12 North, Range 1 East of the Salt Lake Base and Meridian, also a part of Block 1, Plat "D" of the Logan Fanu Survey, described as follows: Beginning at a point South 1°05'46" West 1136.00 feet (South 0°57' West 1139,38 by record) from the intersection of the South line of 1400 North Street and the East line of U.S. Highway 91, said point also being South 1°05'46" West 1203.00 feet (South 0°57' West 1206.38 by record) from the Northwest Corner of Block 1, Plat "D" of the Logan Farm Survey, said point being further described as a point in a chain link fence at the Northwest Corner of Parcel 05-015-0001 in the East line of the U.S. Highway 91,99 foot right of way and running thence South 88°33 '59" East 348.11 feet to the Northeast Corner of Parcel 05-015-0001; thence South 0°24'29" West 65.02 feet along the East line of Parcel 05-015-0001; thence North 88°32'55" West 1.02 feet; thence Northwesterly 39.28 feet along the arc of a 25.00 foot radius curve to the left (chord of said curve bears North 43°33 '27" West 35.36 feet); thence North 88°33'59" West

Benefits, if any, contained in Cross Easement Agreement dated August 31, 2001, by and between Price Development Company, Limited Partnership and CHA Enterprises, Inc., recorded January 30, 2002, as Entry No. 780028, in Book 1076, at Page 390, of Official Records.

PARCEL 8:

Benefits, if any, contained in Cross Easement Agreement dated April 4, 2002, by and between Price Development Company, Limited Partnership, a Maryland limited partnership and Home Depot, U.S.A., Inc. a Delaware corporation and Paul Duree, Paul R. Willie and Mountain Dell Ranch Ltd Partnership, Paul R. Willie, General Partner, recorded April 11, 2002, as Entry No, 785537, in Book 1093, at Page 588, of Official Records.

Tax ID No: 05-015-0051 05-014-0006 05-015-0052 05-014-0041 05-015-0054 05-015-0001

Logan City Planning Commission STANDARD CONDITIONS OF APPROVAL

This project is subject to the proponent or property owner agreeing to comply with the following standard conditions as written.

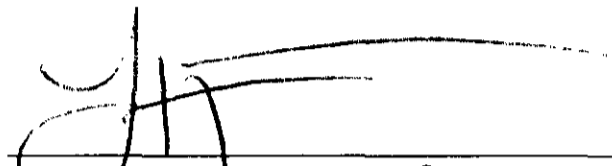
1. The staff report is an analysis of the application based on adopted City documents, standard City development practices and available information. The report is used to review and consider the merits of the application prior to and during the Planning Commission meeting. Additional information may be revealed by participants at the Commission meeting which may modify the report and become part of the approved Permit. The Director of Community Development reserves the right to supplement the material in the written report with additional information at the Planning Commission meeting.
2. Any representations by the proponent or authorized agent at the Planning Commission hearing shall be incorporated into the final action as conditions of approval and shall be binding upon the proponent as modifications to the approved project. *"If you show it, you do it."*
3. No site development activities, including grading, clearing, or vegetation removal shall commence until an executed copy of the applicable permit, signed by the property owner or authorized agent, has been filed with the City.
4. Failure to comply with **any** conditions of approval shall void the permit and require a new Planning Commission hearing. Ent 1197508 Bk 2023 Pg 1354
5. All improvements shall be constructed in substantial conformance with the approved site plan and/or to the satisfaction of the entity with jurisdiction over the improvement.
6. No work shall be undertaken within the public right-of-way without a *Right-of-Way Permit*. These permits are issued by either Logan Public Works Department for City right-of-way or the Utah Department of Transportation (UDOT) for work within a State right-of-way.
7. Some projects require adoption of deed covenants, conditions, and restrictions (CC&Rs) along with a Home Owners Association (HOA) to be imposed upon the project to ensure proper maintenance and delegation of responsibilities. Any required CC&Rs and HOAs shall be approved by City staff prior to recordation.
8. Street trees shall be placed on 30' centers in the park strip on all roads. The City Forester shall determine the size and species. Occupancy for the final home or building in each phase shall not be granted until all the street trees for that phase have been installed or a bond equal to 110% of the materials and labor necessary to install the street trees has been issued to the City.
9. All projects shall comply with the City Standards and Specifications.
10. All rooftop mechanical equipment shall be screened from view from adjacent public rights-of-way.
11. Commercial exterior light fixtures shall not exceed 32' in height (18' when adjacent to residential zoning) and residential exterior light fixtures shall not exceed 12' in height.
12. No signs are approved with this Permit. All signs must be approved through the Sign Permit process.
13. If not initially indicated and detailed on the approved site plan, fences shall receive a separate fence permit from the Department of Community Development prior to construction.
14. Project construction noise shall not create a disturbance across residential property boundaries between 9:30 PM and 7:00 AM and all day on Sundays and holidays.
15. Dust shall be controlled inside site boundaries and construction debris shall be properly disposed so that negative impacts on neighboring properties are minimized.
16. Public streets and rights-of-way shall not be used as project material storage or staging areas.

WITNESSETH:

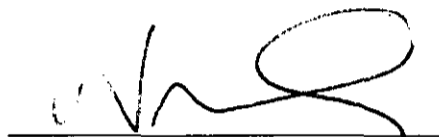
CACHE VALLEY REALTY LLC,
a Utah limited liability company

By: Namco Realty LLC,
a New York limited liability company
Its: Managing Member

By: Namco Realty LTD.,
a British Virgin Islands company
Its: Managing Member


Print Name: Jennifer Hakimiian

By: 
Igal Namdar, CEO & Sole Shareholder

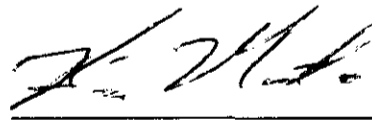

Print Name: Vivian Chan

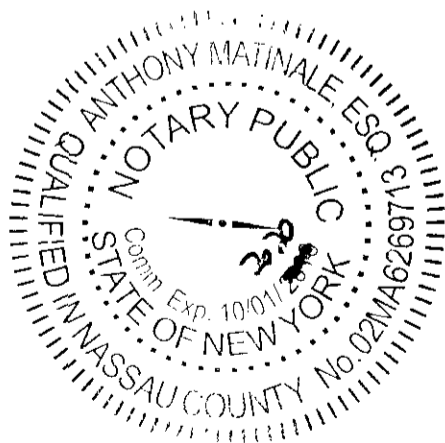
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STATE OF NEW YORK

COUNTY OF NASSAU

On the 24 day of May, 2018 before me, the undersigned, personally appeared Igal Namdar, in his capacity as CEO & Sole Shareholder of Namco Realty LTD., a British Virgin Islands company, the Managing Member of Namco Realty LLC, a New York limited liability company, the Managing Member of Cache Valley Realty LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public Sign and affix stamp

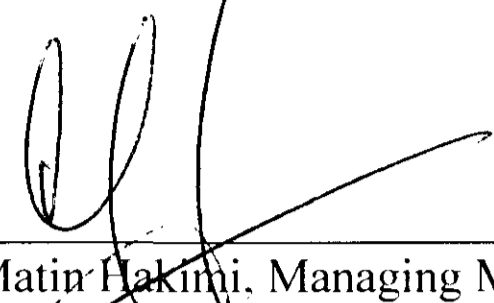


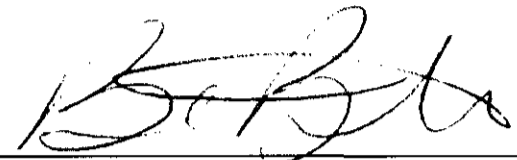
(SIGNATURE PAGES CONTINUE ON NEXT PAGE)

WITNESSETH:

CACHE CH LLC,
a Utah limited liability company


Print Name: Gabriella Schmitt

By: 
Matin Hakimi, Managing Member

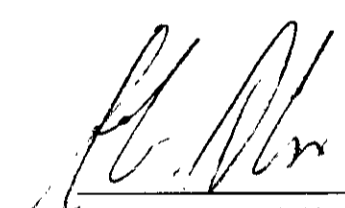

Print Name: Brian Bandling

Not 1197508 BK 2023 Pg 1356

STATE OF NEW YORK

COUNTY OF NASSAU

On the 25th day of MAY, 2018 before me, the undersigned, personally appeared Matin Hakimi, in his capacity as Managing Member of Cache CH LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ALLEN DILMANI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DI6316331
Qualified in Nassau County
My Commission Expires December 08, 2018

Sign and affix stamp

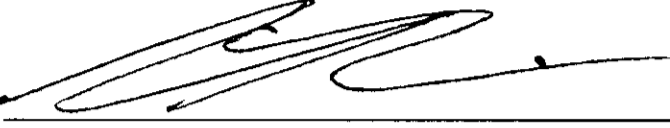
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WITNESSETH:

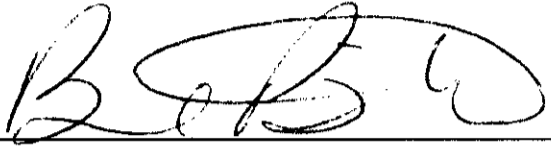
CACHE NASSIM LLC,
a Utah limited liability company



Print Name: Gabriella Schmittman

By: 

Elliot Nassim, Managing Member



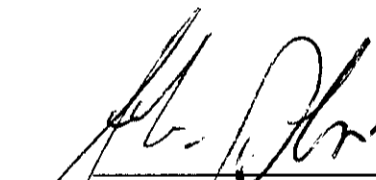
Print Name Brian Banlivi

Ent 1197508 Bk 2023 Pg 1356
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STATE OF NEW YORK

COUNTY OF NASSAU

On the th 25 day of MAY, 2018 before me, the undersigned, personally appeared Elliot Nassim, in his capacity as Managing Member of Cache Nassim LLC, a Utah limited liability company, on behalf of the limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument. the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

ALLEN DILMANI
NOTARY PUBLIC-STATE OF NEW YORK
No. 01DI6316331
Qualified in Nassau County
My Commission Expires December 08, 2018
Sign and affix Stamp