

## DEVELOPMENT AGREEMENT

### FOR THE GREEN CANYON SQUARE DEVELOPMENT PLAN, NORTH LOGAN CITY, UTAH

This DEVELOPMENT AGREEMENT is entered into as of this 4<sup>TH</sup> day of MARCH, 2014, by and between Sierra Homes Construction, Inc., a Utah corporation and North Logan City Corporation, a political subdivision of the State of Utah, as it relates to the development of a Mixed Residential Use project of real property within the corporate limits of North Logan City, Cache County, Utah.

#### Article 1

#### DEFINITIONS

1.1 **Book of Exhibits** means that portion of the Green Canyon Square Plan which shall contain concept and specific plans that shall be used to guide all development in the Project, all of the specific site plans and plats, all other specific development parameters and regulations, administrative processes, and developer obligations, commitments, and contributions for carrying out the development in accordance with the Green Canyon Square Plan. The Green Canyon Square Plan Book of Exhibits, as amended from time to time, shall be deemed a part of this Development Agreement as fully as if set forth herein at length and shall be binding upon all parties hereto.

1.2 **Code** means North Logan City Development Code.

1.3 **City** means North Logan City, a political subdivision of the State of Utah, by and through its City Council.

1.4 **Developer** means Sierra Homes Construction, Inc., a Utah corporation, and its assignees or transferees.

1.5 **Development Agreement** means this Development Agreement, as amended from time to time.

1.6 **Development Improvements Agreement** means any Development Agreement agreed to between the City and the Developer on Public Improvements.

1.7 **Final Subdivision Plat** means the final subdivision plat included as Exhibit 2 in the Book of Exhibits, entitled "Green Canyon Square Subdivision (Phase 1)-Townhome Plat" and other plats which shall be approved in accordance with the administrative processes as set forth herein.

1.8 **General Plan** means the North Logan City General Plan adopted by the City.

1.9 **Land Use Laws** means zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations existing and in force for the City as of the date of this Development Agreement, and may be amended from time to time.

1.10 **Landscaping Plan** means the landscaping plan for the Project, a copy of which is included as Exhibit 3 in the Book of Exhibits.

1.11 **Mixed Residential Use Development or MR 8** means a development allowed under the current Mixed Residential (MR 8) zoning classification, having a mix of residential uses that facilitate the integration of diverse but compatible uses into a single development, with the goal of creating a community that offers detached homes and multi-family dwellings (townhomes).

1.12 **Planning** means the North Logan City Community Development Department and Staff.

1.13 **Property** means approximately 8 acres of land and appurtenant real property rights located in the City, the tax id numbers which are: 04-060-0004 & 04-060-0006 located at approximately 2500N 200 E, North Logan, Utah.

1.14 **Project** means 13 Single Family Home Lots and 32 single family townhomes (in 8 buildings), all as shown on the Preliminary Site Plan in the Book of Exhibits, with amenities and features shown thereon.

1.15 **Public Improvements** means the arterial and public access roads and the other public infrastructure or public service facilities serving the Project.

1.16 **Site Plan** means the Project site plan, a copy of which is included as Exhibit 1 in the Book of Exhibits, which reflects the location and configuration of development and amenities within the Project, and the location and configuration of the Public Improvements.

1.17 **Green Canyon Square Plan** means the comprehensive plan, set forth in this Development Agreement, which shall designate all development parameters, site plans and plats, administrative processes, land use locations, densities, and other improvements within the Project.

1.18 **Uses** mean the uses proposed for all or certain portions of the Project for residential, recreational, public facilities, and other appropriate uses.

## Article 2

### RECITALS

2.1 The recitals in the remainder of this Article 2, together with the findings set forth in Article 3, are an integral part of this Development Agreement and are a part of the consideration for each party's entry into this Development Agreement.

2.2 Developer is the record owner of the Property or has contractual rights to acquire any such portions thereof as are not owned of record by Developer.

2.3 The City has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals, and objectives of the General Plan and City Center Code, fosters and promotes the atmosphere desired by the citizens of the City, and contributes to capital improvements, business growth, and development which substantially benefit the General Plan, City Center Code and other land use objectives.

2.4 The Developer is willing to design and develop the Project in such a fashion as to harmonize the Uses of the Project in accordance with the objectives of the General Plan and to promote the long-range City development objectives and policies.

2.5 The Developer and City desire to address specific planning issues as set forth below and in the Book of Exhibits and to clarify certain standards that will be applied in connection with the development of the Project.

2.6 The City and the Developer each have agreed to allocate and pay certain costs in connection with the improvement of certain Public Improvements and infrastructure within and adjacent to the Project.

2.7 The City, acting pursuant to its authority under Chapter 9a of Title 10 of the Utah Code Ann., the Code and the General Plan, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has made certain determinations with respect to the proposed Project and the density allocated to the Project for the development of a mixed residential community and mixed use community, and, in the exercise of its legislative discretion, has elected to approve the use, density, and general configuration of the Project and adopt this Development Agreement after all necessary public hearings.

## Article 3

### FINDINGS

The City Council, acting in its legislative capacity, has made the determinations with respect to the Green Canyon Square Plan set forth in this Article 3, including all findings of fact and conclusions of law as are necessary to make each of such determinations.

3.1 The Green Canyon Square Plan, as reflected in and conditioned by the terms and conditions of this Development Agreement, is in conformity and compliance with the General Plan, City Center Code, any existing capital improvements programs, the provisions of the Code (including infrastructure requirements), and all other development requirements of the City.

3.2 The Green Canyon Square Plan contains features which advance the policies, goals and objectives of the General Plan and City Center Code, including the following: (i) agreements with respect to design controls and limitations to minimize the visual impact of the development; (ii) the creation of exterior connections and improvements to adjacent developments; and (iii) the provision for easements, facilities and amenities to offset development impacts.

3.3 Developer has committed to comply with all appropriate infrastructure requirements of the Code, and all appropriate criteria and standards described in this Development Agreement. The Developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the Developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of Final Subdivision Plats for the Project, including but not limited to the Code and the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies, Development Plan, Construction Drawings, and procedures of the City.

3.4 There exists or will exist adequate provisions for mitigation of all fiscal and service impacts on the general public (the City), including, at a minimum, contribution of all capital improvements and facilities necessary to accomplish these purposes.

3.5 There will be no construction management impacts that are unacceptable to the City.

3.6 The Agreement is in conformity and meets or exceeds development quality and aesthetic objectives of the General Plan and the Code, is consistent with the goal of orderly growth in the City, and minimizes construction impacts on public infrastructure within the City.

3.7 The proposed development reasonably insures life and property within the City is protected from any adverse impact of its development.

3.8 Developer shall take appropriate measures to prevent harm to neighboring properties and lands from development, including nuisances.

3.9 The City Council acting pursuant to its authority under Chapter 9a of Title 10 of the Utah Code Ann., as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Project is not exempt from the application of the Code. Where there is a direct conflict between an express provision of this Development Agreement, the Code, General Plan or other Land Use Laws, this Development Agreement shall take precedence, unless provided otherwise by the Code, General Plan or other Land Use Laws for the specific conflict involved; otherwise, the Code, General Plan, or other Land Use Laws shall control.

#### Article 4

#### THE PROJECT

4.1 Description of the Project. The Project will contain the following amenities and dedications:

(a) The Project shall be single family dwellings with a mixture of Townhomes and detached single family dwellings.

(b) The Developer will complete landscaping around buildings in accordance with the Landscaping Plan before occupancy permits are issued (allowances being granted for winter conditions).

(c) The common elements of the Project will be managed by a homeowners' association.

(d) The Project's landscaping will be maintained by a professional maintenance company at the sole expense of the developer and/or homeowner's association.

(e) Water conservation Report.

4.2 Project Phasing. The Developer will most likely complete the project in two phases and the provisions of this Development Agreement shall apply to all phases.

4.3 Legal Description of Property. The tax id number of the parcels included in this project are 04-060-0004 and 04-060-0006 at

approximately 2500 N and 200 E in North Logan; and also 200 East as shown on Plat 04-060 and those parts of 07-181 along 200 East dedicated to the City for public use. No property may be added to the Project for purposes of this Development Agreement, except by written amendment. Unless expressly set forth in this Development Agreement, this Development Agreement shall not affect any land other than the Property.

4.4 Approved Use, Density, and Configuration. This Development Agreement shall vest with respect to the Project the Uses, densities, configuration, massing, community design features and methods, development standards, signage, plats, processes, road placements and designs (including size of road), road grades, road curb cuts and connections, and other improvements, as reflected in the Book of Exhibits and all other provisions of this Development Agreement.

4.5 Community Design Features. The development of the Project must be consistent with the Site Plan and all other exhibits set forth in the Book of Exhibits, which include, among other things, the Site Plan, Landscaping Plan, and typical building elevations.

4.6 Approval of Final Subdivision Plat. Approval of this Development Agreement shall constitute approval of the Final Subdivision Plat, Exhibit 2 to the Book of Exhibits, and all other exhibits in the Book of Exhibits in accordance with the requirements of the Code and General Plan.

4.7 Approval of Project's Restrictive Covenants. The Developer has not created restrictive covenants for this project. All building will be under the control of the developer who will design and build structures in accordance with restrictions put in place by City.

4.8 Building Permit Required. Prior to the commencement of development activity at any lot designated on the Final Subdivision Plat, a building permit must be obtained from the City in accordance with all applicable requirements of the Code.

4.9 Public Roadway Dedications. The Developer voluntarily agrees to dedicate and convey by plat dedication, at no cost to the City and free and clear of monetary liens and encumbrances, except those existing on the Property on the date of acquisition by the Developer and those agreed to by the parties, any areas designated on any plat or site plan to be used as public roadways, to the extent generally described in the Site Plan and Construction Drawings, and namely the internal Project roadways. All public roadways to be dedicated to the City pursuant to the terms hereof shall be dedicated at the time of recordation of the applicable plat for a phase of the Project. The City agrees to operate, maintain, repair, and replace as necessary all dedicated lands and improvements after

construction and acceptance of all the agreed to improvements, built to City standards, in the dedicated areas, subject to the one (1) year Warranty period and except for the initial chip seal as approved in the City Code for the development of public roads.

**4.10 Amendments.** Any material modification of the location of facilities as shown on the Site Plan shall require an amendment to this Development Agreement. Unless otherwise authorized **herein, or the City Code**, a modification shall be deemed material with respect to the location of facilities if facilities occupying or proposed to occupy more than 25% of the Property as shown on the Site Plan shall be located other than as shown on the Site Plan. All other modifications shall be administrative in nature and may be approved by the Community Development Department.

**4.11 Conflicts.**

(a) To the extent there is any ambiguity in or conflict with the provisions of this Development Agreement and the Book of Exhibits (including, without limitation, the Site Plan, Landscaping Plan, and typical building elevations therein), the more specific provision or language of the Book of Exhibits shall take precedence over more general provisions or language of this Development Agreement.

(b) The City has reviewed the Code and General Plan and has determined that the Developer has substantially complied with the provisions thereof and hereby finds that the Project is consistent with the purpose and intent of the relevant provisions of the Code and General Plan. The parties further agree that the omission of a limitation or restriction herein shall not relieve the Developer of the necessity of complying with all applicable Code provisions and City Resolutions not in conflict with the provisions of this Development Agreement, along with all applicable state and federal laws.

**Article 5**

**VESTED RIGHTS**

**5.1 Vested Rights.** Subject to Section 5.2 and the obligation of the Developer to pay all fees described in Section 6.1, the Developer shall have the vested right to have preliminary and final site, subdivision plat, and construction plans approved, to have building permits issued for all improvements contemplated as part of the Project, and to develop and construct the Project in accordance with the Uses, densities, timing and configurations (massing) of development as vested in Section 4.4 under the terms and conditions of this Development Agreement, including Article 3 (Findings), and the Book of Exhibits. Subject to the provisions of Section 5.2, such vested rights shall not be diminished, restricted or impaired by any changes in the Land Use Laws, any moratorium on construction, development or the issuance of any permits related thereto, temporary

zoning ordinances, or other enactment or change in law, policy or procedure.

5.2 Reserved Legislative Powers: Compelling Countervailing Public Interest. Nothing in this Development Agreement shall limit the future exercise of the police power of the City in enacting zoning, subdivision, development, growth management, platting, environmental, open space, transportation and other land use plans, policies, ordinances and regulations after the date of this Development Agreement. Notwithstanding the retained power of the City to enact such legislation under the police power, such legislation shall only be applied to modify the vested rights described in Sections 4.4 and 5.1, as well as other provisions of this Development Agreement, based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, as set forth in *Western Land Equities, Inc., v. City of Logan*, 617 P.2d 388 (Utah 1980), UCA 10-9a-509(1)(a) or successor case and statutory law. Any such proposed change affecting the vested rights of the Project and other provisions of this Development Agreement shall be of general application to all development activity in the City; and, unless the City declares an 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 policy exception to the vested rights doctrine. In the event that the City does not give prior written notice, Developer shall retain the right to be heard before an open meeting of the City Council in the event Developer alleges that its rights under this Development Agreement have been adversely affected.

## Article 6

### PROCESSES

#### 6.1 Fees.

(a) Impact Fees. In consideration for the agreements of the City in this Development Agreement, Developer agrees that the Project shall be subject to all impact fees which are (1) imposed at the time of issuance of building permits, and (2) generally applicable to other similar property in the City. The Developer's payment of any capital improvement fees may be applied as a credit toward the impact fees contemplated hereunder, provided the capital improvement is included in the City's Capital Facilities Plan and approved by the City Council. If fees are properly imposed under the preceding tests, the fees shall be payable in accordance with the payment requirements of the particular impact fee ordinance and implementing resolution. Notwithstanding the agreement of Developer to subject the Project to impact fees under the above-stated conditions, Developer does not waive Developer's rights under any applicable law to challenge the reasonableness of the amount of the fees within thirty (30) days following

imposition of the fees on the Project in accordance with UCA 11-36a-701, et seq. and the City's Impact Fee Ordinance.

6.2 Covenant to Cooperate. Where further approvals from the City are necessary, the City agrees to cooperate in processing requests for such approvals, and such approvals shall not be unreasonably withheld or delayed.

## Article 7

### INFRASTRUCTURE MANAGEMENT

7.1 Construction of Improvements. The Developer shall construct those infrastructure improvements, shown on the Site Plan and the Final Subdivision Plat, being those improvements required by the Code and the City Engineer.

7.2 Compliance with Code. Developer shall comply with the applicable sections of the Code, as amended, for off-site and project infrastructure requirements. This shall include the verification of the continued availability of the following for the Project at the time of building permit approval: (a) sewage treatment capacity to cover anticipated development within the Property, (b) water and water pressure adequate for residential consumption and fire flows, (c) capacity for electrical and telephone service, and (d) road capacity. Unless otherwise set forth in a recorded plat, all sewer, storm drain, water and general utility connections shall connect into the public utility improvements located under 2500 North.

7.3 Common Elements. As integral consideration for this Development Agreement, the Project's homeowners' association shall preserve and maintain all areas designated as open space or common elements on subdivision plats or site plans implementing the Green Canyon Square Plan and located on the Property in accordance with the requirements of the Code, Section 4.1 above. All open space and Common Elements within the Project shall constitute private amenities available only to the owners within the Project, and such owners' guests and invitees. No easements, licenses, leases, or other property interests shall be acquired by the public by adverse possession or by prescription. The parties agree that Developer or the homeowners' association shall be permitted from time to time to reasonably deny access to any party that is not an owner within the Project for purposes of preventing the prescription of any public or private licenses, rights of way, or easements in connection with all trails, open space and common elements with the Project, pursuant to the requirements of Utah law. (See UCA 72-5-104.)

## Article 8

### SUCCESSORS AND ASSIGNS

8.1 Binding Effect. This Development Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred in accordance with the provisions of Section 8.2 hereof.

8.2 Transfer of Project. Developer shall be entitled to transfer any portion of the Project subject to the terms of this Development Agreement. Neither this Development Agreement nor any provisions, terms or conditions, thereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement, nor without obtaining the prior written approval of the City, which shall not be unreasonably delayed or denied. Notwithstanding the foregoing, Developer shall not be required to notify the City with regard to the sale of lots/units and recreational areas which have been platted and received development approval in accordance with the terms of this Development Agreement. In the event of any such complete transfer of Developer's interests in the Project, the transferee shall be deemed to be the Developer for all purposes under this Development Agreement with respect to that portion of the Project transferred.

8.3 Release of Developer. Except for the sale of lots/units and recreational areas which have been platted and received development approval in accordance with the terms of this Development Agreement, in which case this requirement shall not apply, in the event of a transfer of all or a portion of the Project, Developer shall obtain an assumption by the transferee of Developer's obligations under this Development Agreement, and, in such event, the transferee shall be fully substituted as the Developer under this Development Agreement as to the parcel so transferred, and the party executing this Development Agreement as Developer shall be released from any further obligations with respect to this Development Agreement as to the parcel so transferred, subject to obtaining the prior written approval of the City, which shall include clear provisions as to the party responsible for completing any public improvements or fulfilling any other aspects of this Agreement, as necessary, which approval shall not be unreasonably delayed or denied.

## Article 9

### DEFAULT

9.1 Events of Default. Default under this Development Agreement occurs upon the happening of one or more of the following events or conditions:

(a) A warranty, representation or statement made or furnished by Developer to the City in this Development Agreement, including any attachments hereto, which is false or proves to have been false in any material respect when it was made.

(b) Following a periodic review under Section 10.16, a finding and determination is made by the City that upon the basis of substantial evidence Developer has not complied in good faith with one or more of the material terms or conditions of this Development Agreement.

(c) Any other event, condition, act or omission by Developer materially interferes with the intent and objective of this Development Agreement.

### 9.2 Procedure Upon Default.

(a) Within ten (10) days after the occurrence of default, or within a reasonable time after the City learns about or discovers the occurrence of default, the City shall give Developer (the "defaulting party") written notice specifying the nature of the alleged default and, when appropriate, the manner in which the default must be satisfactorily cured. Developer shall have thirty (30) days after receipt of written notice to cure the default. After proper notice and expiration of the thirty (30) day cure period without cure, the City may terminate or amend this Agreement by giving written notice in accordance with the procedure adopted by the City. Failure or delay in giving notice of default shall not constitute a waiver of any default, nor shall it change the time of default. Notwithstanding the thirty (30) day cure period provided above, in the event more than thirty (30) days is reasonably required to cure a default and Developer, within the thirty (30) day cure period, commences actions reasonably designed to cure the default, then the cure period shall be extended for such additional period as Developer is prosecuting those actions diligently to completion.

(b) The City does not waive any claim of defect in performance by Developer, if on periodic review the City does not propose to modify or terminate this Agreement.

(c) Should the City terminate this Development Agreement under the provisions hereof, Developer's Property will thereafter comply with and be governed by the Code and General Plan then in existence, as well as with all other provisions of Utah State Law.

(d) Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, enemy or hostile governmental action, civil commotion, fire or other casualty,

or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

(e) An express repudiation or renunciation of this Development Agreement, if the same is in writing and signed by Developer, shall be sufficient to terminate this Development Agreement and a hearing on the matter shall not be required.

(f) Adoption of law or other governmental activity making performance by Developer unprofitable, more difficult, or more expensive does not excuse the performance of the obligation by Developer.

(g) All other remedies at law or in equity which are consistent with the provisions of this Development Agreement are available to the parties to pursue in the event there is a breach.

9.3 Damages Upon Termination. Except with respect to just compensation and attorneys' fees under this Development Agreement, Developer shall not be entitled to any damages against the City upon the lawful termination of this Agreement.

9.4 Arbitration. In the event that the default mechanism contained herein shall not sufficiently resolve a dispute under this Development Agreement, then every such continuing dispute, difference, and disagreement shall be referred to a single arbitrator agreed upon by the parties, or if no single arbitrator can be agreed upon, an arbitrator or arbitrators shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference, or disagreement shall be resolved by the binding decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. However, in no instance shall this arbitration provision bind the City from exercising enforcement of its police powers where Developer is in direct violation of the Code.

9.5 Institution of Legal Action. Enforcement of any such arbitration decision shall be instituted in the Judicial District Court of the City, State of Utah, or in the United States District Court for Utah.

## Article 10

### GENERAL TERMS AND CONDITIONS

10.1 Agreements to Run with the Land. This Development Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the party signing this

Development Agreement and identified as "Developer," and all successor owners of any part of the Property, but shall not extend to the lot and/or dwelling unit purchasers unless reasonably expected to do so hereunder.

10.2 Construction of Agreement. This Development Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest; while providing reasonable assurances of continued vested development rights under this Agreement.

10.3 Laws of General Applicability. Where this Development Agreement refers to laws of general applicability to the Project and other properties, that language shall be deemed to refer to laws which apply to all other developed and subdivided properties within the City.

10.4 Duration. The term of this Development Agreement shall commence on, and the effective date of this Development Agreement shall be, the effective date of the Resolution approving this Development Agreement or the date this Development Agreement is signed and notarized by both parties, whichever is later. The term of this Development Agreement shall extend for a period of five (5) years following the effective date above referenced. Developer or City shall have an option to extend this Development Agreement for additional five-year terms as long as the terms of this Development Agreement have been substantially complied with, and this Agreement has not been earlier terminated, or its term otherwise modified by written amendment.

10.5 Mutual Releases.

(a) At the time of, and subject to, (i) the expiration of any applicable appeal period with respect to the approval of this Development Agreement without an appeal having been filed or (ii) the final determination of any court upholding this Development Agreement, whichever occurs later, and excepting the parties' respective rights and obligations under this Development Agreement, Developer, on behalf of itself and Developer's partners, officers, directors, employees, agents, attorneys and consultants, hereby releases the City and the City's board members, officials, employees, agents, attorneys and consultants, and the City, on behalf of itself and the City's board members, officials, employees, agents, attorneys and consultants, hereby releases Developer and Developer's partners, officers, directors, employees, agents, attorneys and consultants, from and against any and all claims, demands, liabilities, costs, expenses of whatever nature, whether known or unknown, and whether liquidated or contingent, arising on or before the date of this Development Agreement in connection with the application, processing or approval of the Project.

(b) Non-Liability of City Officials, Employees and Others. No officer, representative, agent, or employee of the City shall be personally liable to the Developer,

its successors and assigns, in the event of any default or breach of this Agreement by the City, for any damages suffered by the Developer, or its successors or assigns, unless it is established that the officer, representative, agent or employee acted or failed to act due to fraud or willful misconduct. Notwithstanding anything in this Agreement to the contrary, nothing will be interpreted hereunder that would limit the effect and application of the Utah Governmental Immunities Act, §63G-7-101 through 904, *Utah Code Annotated*.

10.6 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Development Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Development Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Development Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Development Agreement shall remain in full force and effect.

10.7 Enforcement. The parties to this Development Agreement recognize that the City has the right to enforce its rules, policies, regulations, and ordinances, subject to the terms of this Development Agreement, and may, at its option, seek an injunction to compel such compliance. In the event that Developer or any user of the Property violates the rules, policies, regulations or ordinances of the City or violates the terms of this Development Agreement, the City may, without electing to seek an injunction and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of the City Council or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been honored by Developer. The parties further recognize that Developer has the right to enforce the provisions of this Development Agreement by seeking an injunction to compel compliance to the extent not inconsistent with the City's reserved legislative and police powers, as well as the City's discretionary administrative decision-making functions provided for herein. Both parties shall be free from any liability arising out of the lawful exercise of its rights under this paragraph.

10.8 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Development Agreement is amended by vote of the City Council taken with the same formality as the vote approving this Development Agreement, no officer, official or agent of the City has the power to amend, modify or alter this Development Agreement or waive any of its conditions as to bind the City by making any promise or representation not contained herein.

10.9 Entire Agreement. This Development Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Development Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Development Agreement.

10.10 Attorneys' Fees. Should any party hereto employ attorneys for the purpose of enforcing this Development Agreement, or any judgment based on this Development Agreement, or for any reasons or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all **reasonable** attorneys' fees and all costs and expenses (including expert witnesses). Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

10.11 Notices. Any notice, confirmation or other communication hereunder (each, a "notice") hereunder shall be given in writing by certified mail, postage prepaid, or personally or by nationally-recognized overnight courier, at the following addresses, or by facsimile to the following facsimile numbers provided the transmitting facsimile machine shall automatically prepare a confirmation of successful facsimile transmission:

To the City:

North Logan City and North Logan City Community Development  
Department  
2076 North 1200 East  
North Logan, Utah 84341  
Facsimile: (435) 752-1357

With a copy to:

Bruce Jorgensen  
North Logan City Attorney  
2076 N 1200 E  
North Logan, Utah 84341  
Facsimile: 435-752-2295

To Developer:

Sierra Homes Construction, Inc.  
Attn: Jay Stocking  
470 N. 2450 W.  
Tremonton, UT 84337

or to such other addresses, such other facsimile numbers, or the attention of such other person as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

10.12 Applicable Law. This Development Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

10.13 Execution of Agreement. This Development Agreement may be executed in multiple counterparts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

10.14 Hold Harmless.

(a) Agreement of Developer. Developer agrees to and shall hold City, its officers, agents, employees, consultants, attorneys, special counsel and representatives harmless from liability for damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage which may arise from the acts of Developer or its contractors, subcontractors, agents, employees or other persons acting on their behalf which relate to the Project. Developer agrees to pay all costs for the defense of the City and its officers, agents, employees, consultants, attorneys, special counsel and representatives regarding any action for damages, just compensation, restitution, judicial or equitable relief caused or alleged to have been caused by reason of Developer's actions in connection with the Project.

(b) Exceptions to Hold Harmless. The agreements of Developer in Section 10.14(a) shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of the City, or (ii) any claim reserved by Developer under the terms of this Agreement, or otherwise permitted by law, for just compensation or attorneys' fees.

(c) Hold Harmless Procedures. The City shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than 9 days after the assertion or commencement of the claim, demand, action or proceeding. In the event any such notice is given, the City shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicative costs and expenses.

10.15 Relationship of Parties. The contractual relationship between the City and Developer arising out of this Development Agreement is one of independent contractor and not agency. This

Development Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (a) the Project is a private development; (b) City has no interest in, responsibilities for, or duty to third parties concerning any improvements to the Property unless the City accepts the improvements pursuant to the provisions of this Development Agreement or in connection with subdivision plat, site plan, deed, or map approval; and (c) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Development Agreement.

10.16 Annual Review. The City shall review progress pursuant to this Development Agreement at least once every twelve (12) months to determine if there has been demonstrated compliance with the terms hereof. If the City finds, on the basis of substantial competent evidence, that there has been a failure to comply with the terms hereof, this Development Agreement may be revoked or modified by the City in accordance with the provisions of Sections 10.1 and 10.2 hereof, after the Developer has been given the opportunity to meet with the City Council during a properly noticed City Council Meeting and for which notice has been expressly provided to Developer. The City's failure to review at least annually Developer's compliance with the terms and conditions of this Development Agreement shall not constitute or be asserted by either party as a breach of this Development Agreement by Developer or City. Further, such failure shall not constitute a waiver of City's right to revoke or modify said Agreement according to the terms and conditions set forth herein.

10.17 Rights of Third Parties. This Development Agreement is not intended to affect or create any additional rights or obligations on the part of third parties.

10.18 Third Party Legal Challenges. In those instances where, in this Agreement, Developer has agreed to waive a position with respect to the applicability of current City policies and requirements, or where Developer has agreed to comply with current City policies and requirements, Developer further agrees not to participate either directly or indirectly in any legal challenges to such City policies and requirements by third parties, including but not limited to appearing as a witness, amicus, making a financial contribution thereto, or otherwise assisting in the prosecution of the action.

10.19 Computation of Time. In computing any period of time pursuant to this Development Agreement, the day of the act, event or default from which the designated period of time begins to run shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period shall begin to run on the next day which is not a Saturday, Sunday, or legal holiday.

10.20 Titles and Captions. All section titles or captions contained in this Development Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

10.21 Savings Clause. If any provision of this Development Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Development Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

10.22 Survival of Developer's Obligations. Notwithstanding any provisions of this Development Agreement or of law to the contrary and as a partial consideration for the parties entering into this Development Agreement, the parties agree that Developer is obligated to provide to the City the following enumerated extraordinary and significant benefits, even if Developer cancels, rescinds, repudiates, refuses, revokes, or in any manner terminates or attempts to terminate this Development Agreement:

- (a) Dedication of any roads or Public Improvements constructed and covered by a recorded plat unless vacated;
- (b) Payment of impact fees to the extent-such fees are payable under the terms of this Agreement and any applicable impact fee ordinance or implementing resolution; and
- (c) Compliance with Developer's Mutual Releases and Hold Harmless Covenants under this Agreement.

[Rest of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Development Agreement has been executed by North Logan City, acting by and through the North Logan City Council, State of Utah, pursuant to ~~Resolution~~ **Approval of City Council 11/6/13** authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

CITY:

NORTH LOGAN CITY, CACHE COUNTY,  
STATE OF UTAH

Attest:

  
\_\_\_\_\_  
Scott Bennett, City Recorder

By:

  
\_\_\_\_\_  
Lloyd Berentzen, Mayor

DEVELOPER:

SIERRA HOMES CONSTRUCTION, INC.,  
a Utah corporation

By:

  
\_\_\_\_\_  
Jay Stocking  
Its: President

Ent 1103407 R 1801 S 1700

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF CACHE        )

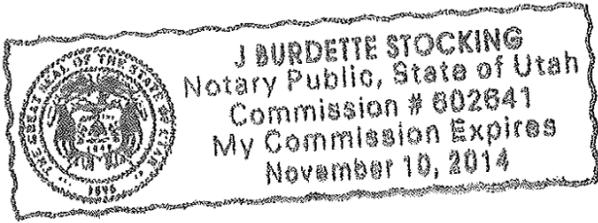
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Lloyd Berentzen and Scott Bennett, Mayor and City Recorder, respectively, of North Logan City, Cache County, State of Utah.

\_\_\_\_\_  
Notary Public

STATE OF UTAH            )  
                                  :SS.  
COUNTY OF Box Elder    )

On the 25 day of February, 2014, personally appeared before me Jay Stocking, the President of SIERRA HOMES CONSTRUCTION, INC., a Utah corporation, the signer of the foregoing instrument who dully acknowledged to me that he/she did execute the same.

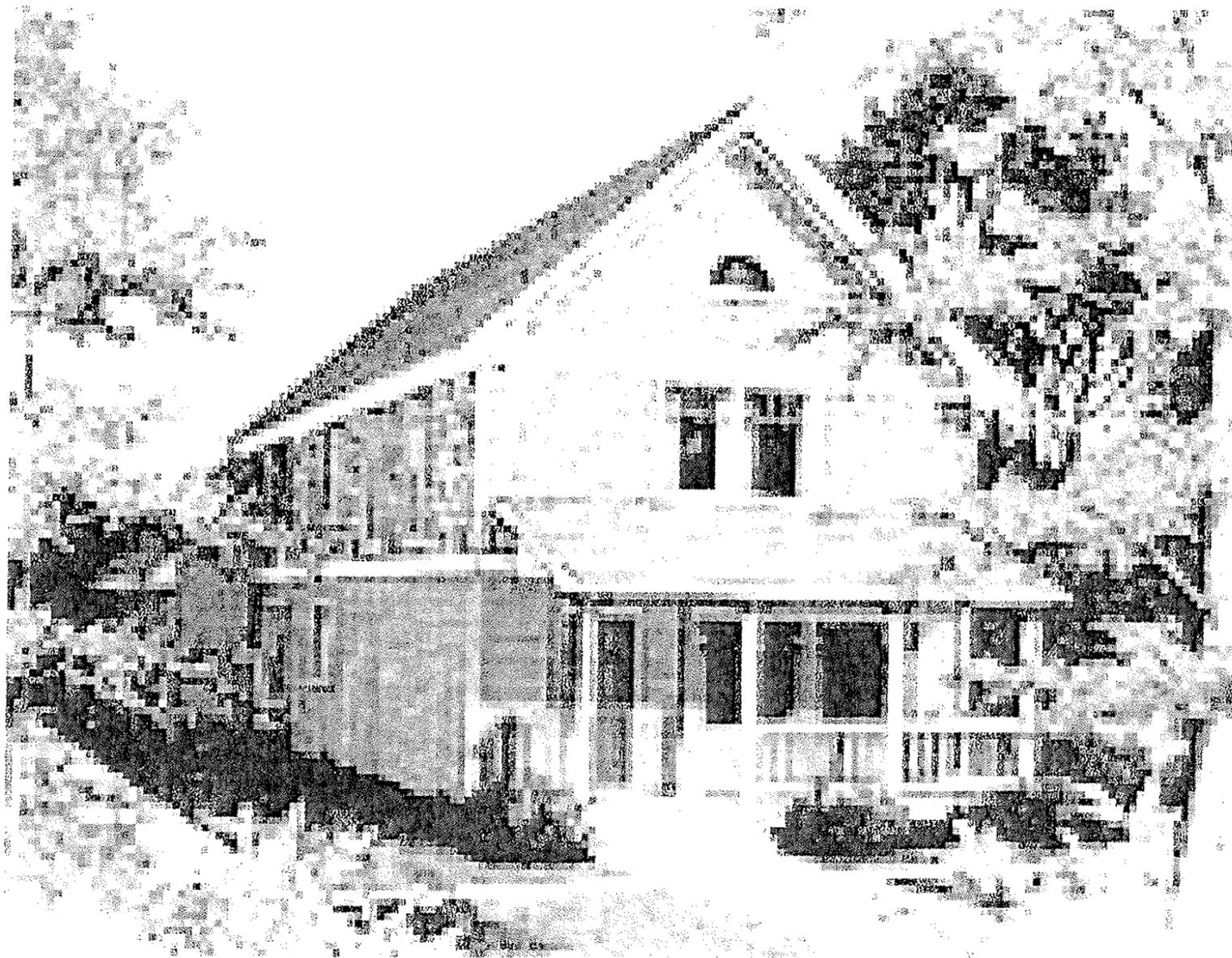
J Stocking  
\_\_\_\_\_  
Notary Public



BOOK OF EXHIBITS

Exhibit 1	Site Plan
Exhibit 2	Final Plat
Exhibit 3	Landscaping Plan
Exhibit 4	Typical Elevations
Exhibit 5	Legal Description of all real property included within entire Project Area

Ent 1103407 sk 1801 Pg 1702

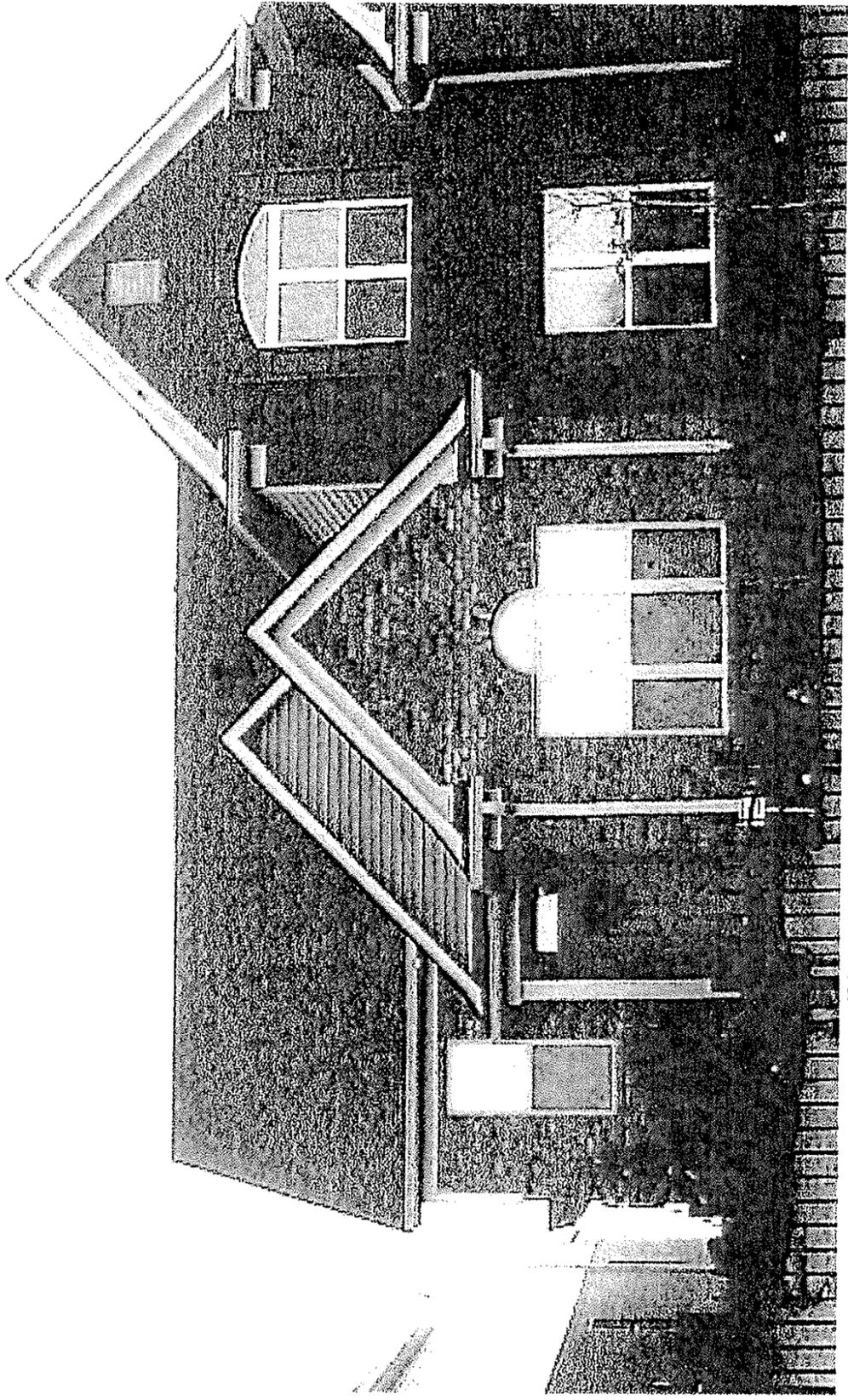


**Plan Number 91834 | Front Elevation**  
**FamilyHomePlans.com**

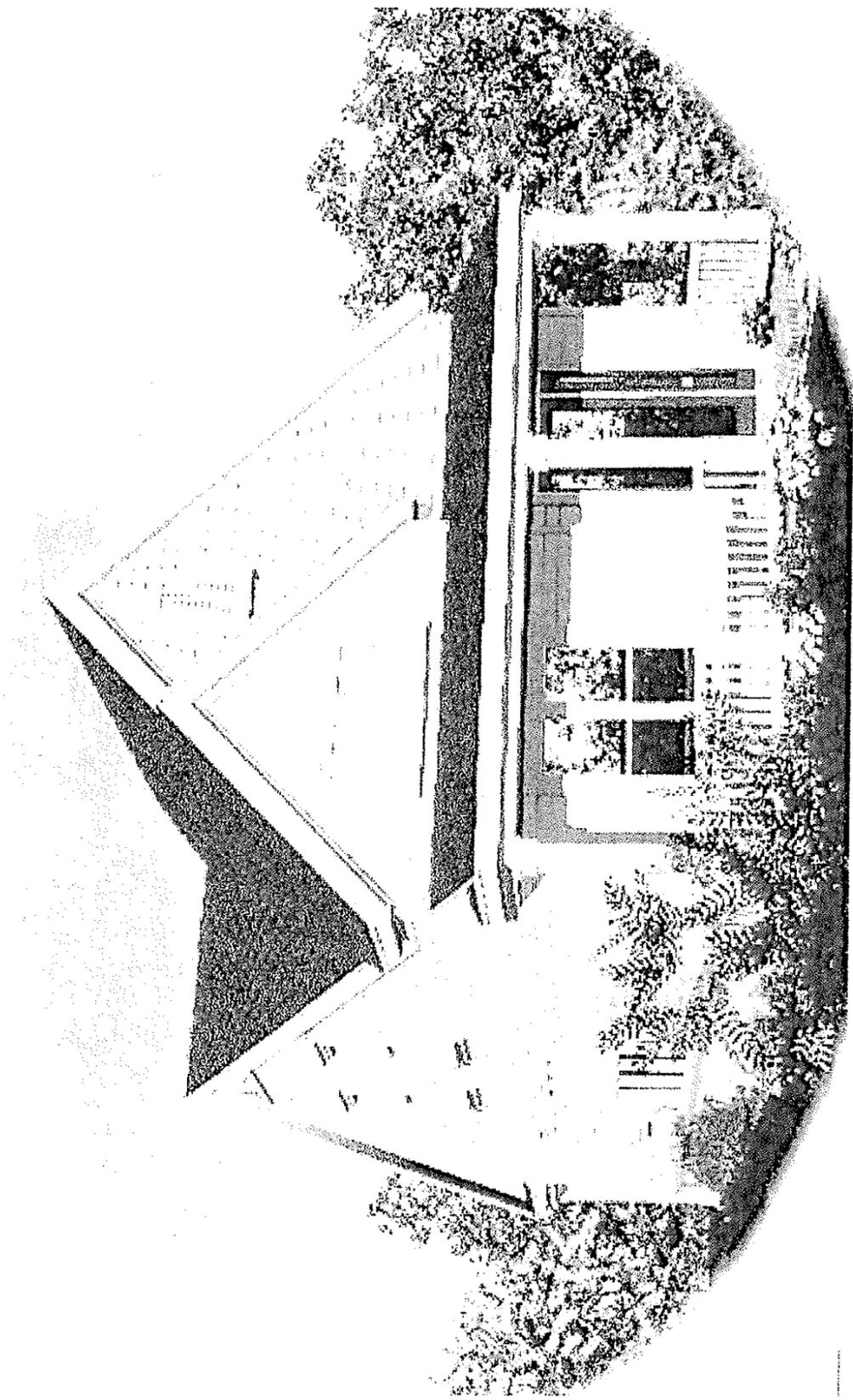
# Typical Single-Family and Townhome Elevation Exhibits



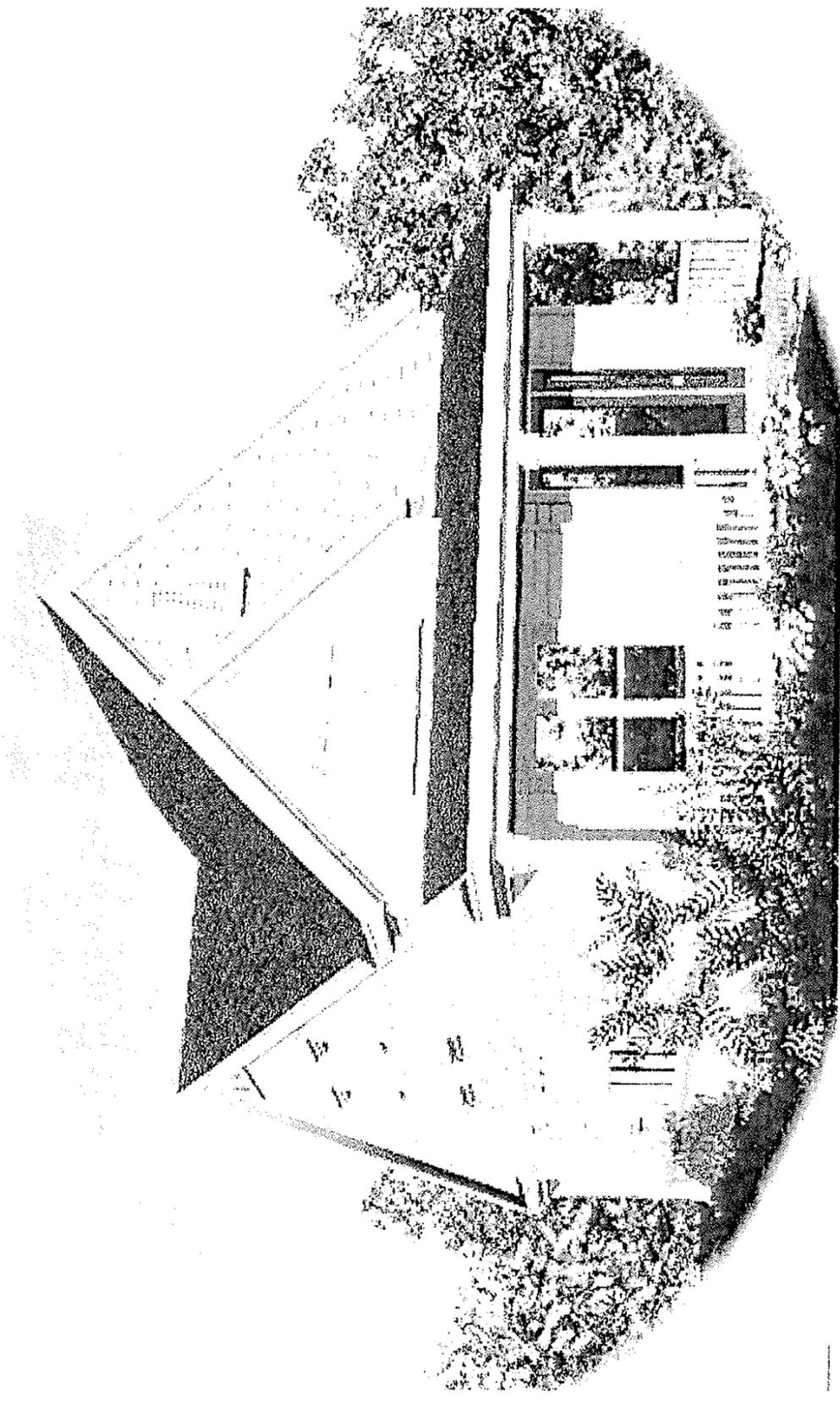
Plan Number 62144 | Front Elevation  
FamilyHomePlans.com



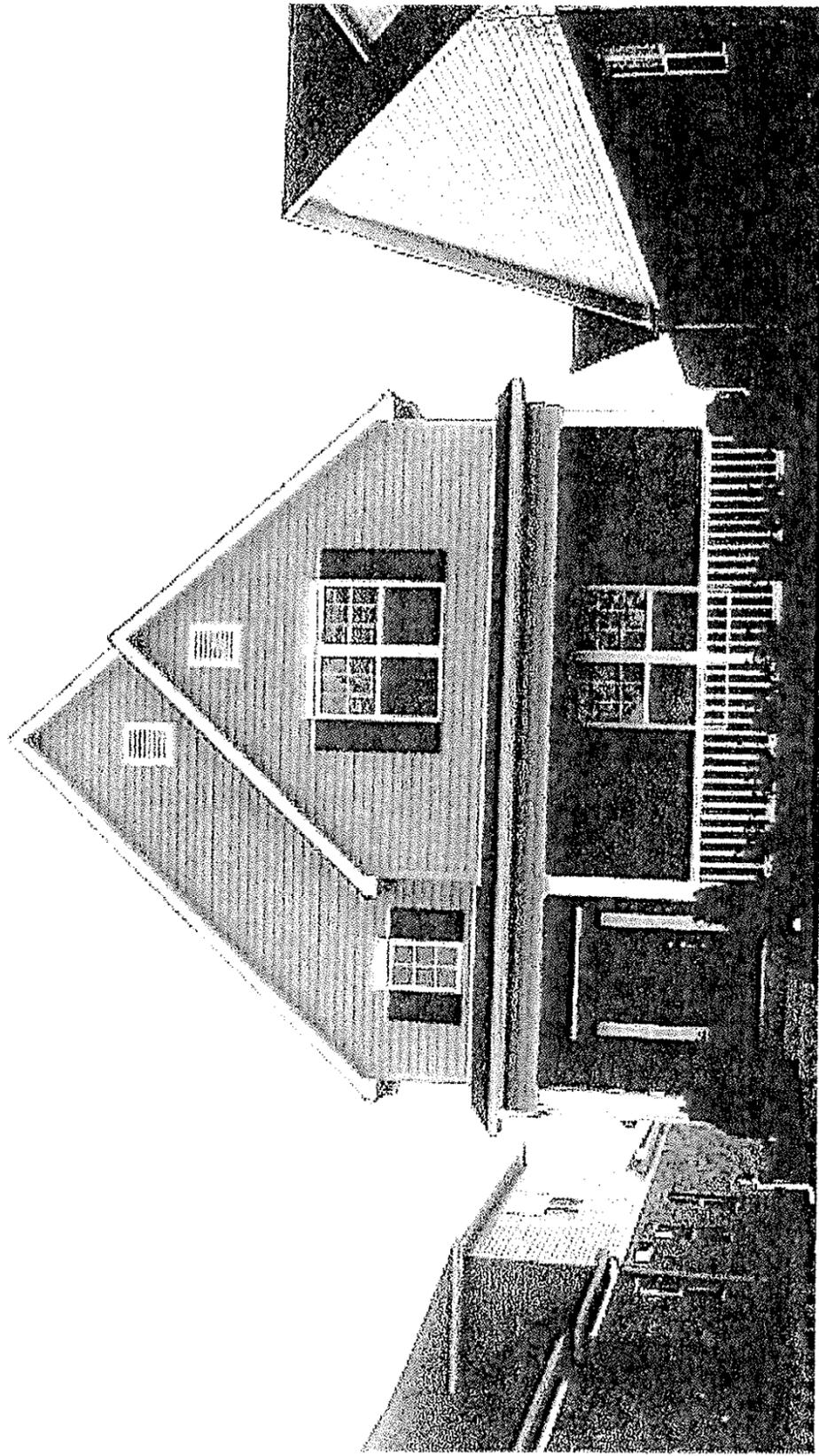
Plan Number 46889 | Front Elevation  
FamilyHomePlans.com



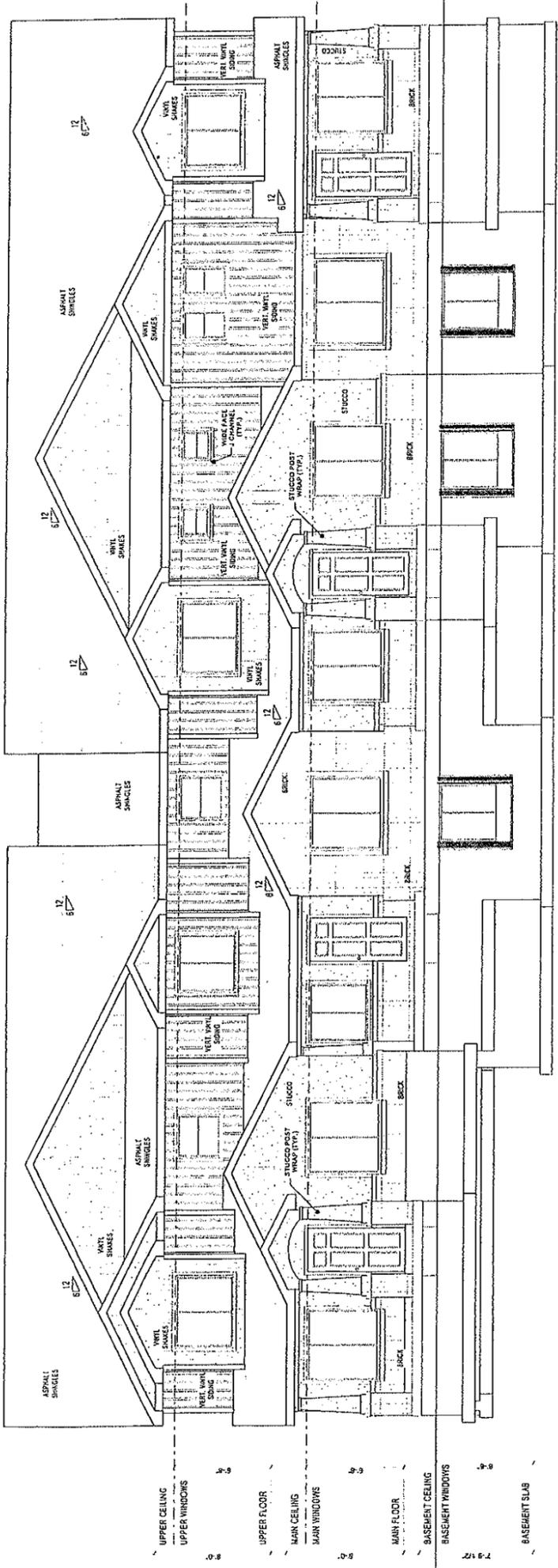
Plan Number 46358 Front Elevation  
FamilyHomePlans.com



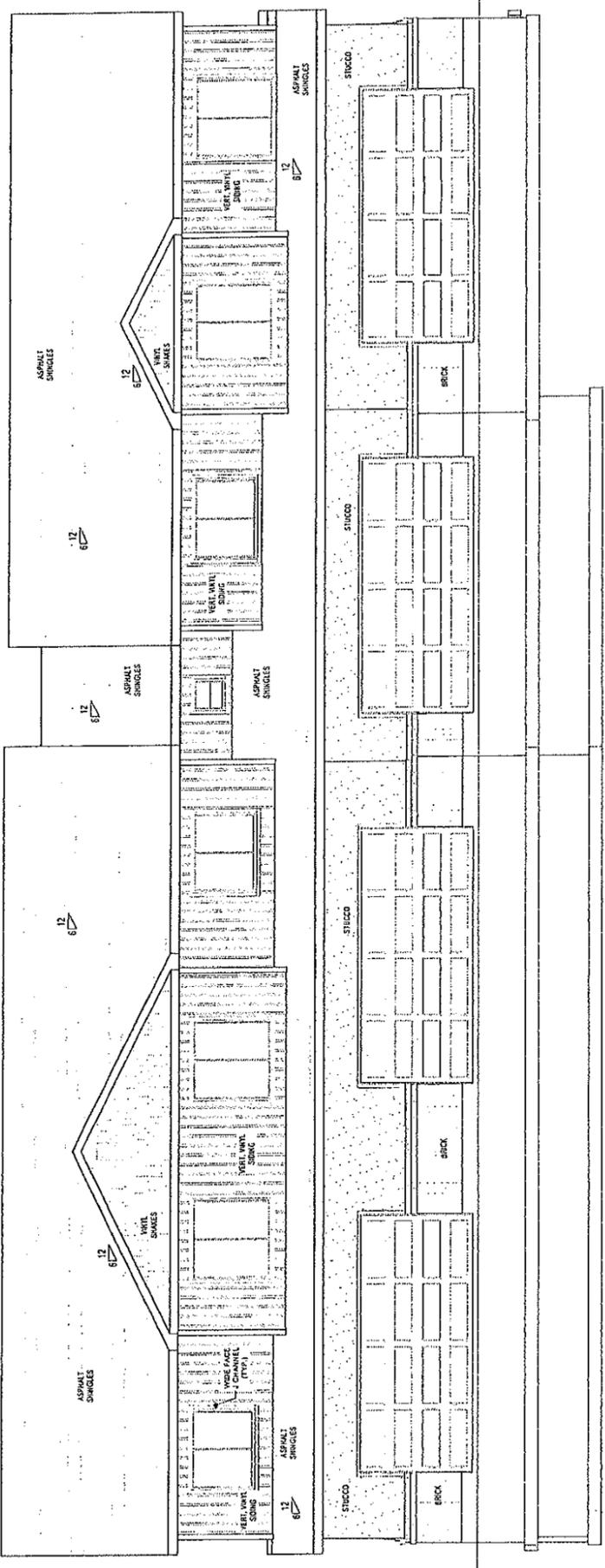
Plan Number 46358 Front Elevation  
FamilyHomePlans.com



Plan Number 46931 | Front Elevation  
FamilyHomePlans.com



FRONT ELEVATION  
1/4" = 1'-0"



REAR ELEVATION  
1/4" = 1'-0"

SCALE: 1/4" = 1'

0 1 2 3 4 5 6 7 8 9 10

CONTACT: SIERRA HOMES  
 470 NORTH 2450 WEST  
 TRENMONTON UT, 84337  
 CONTACT: SIERRA HOMES  
 (435) 257-4963

ADDRESS:  
 AN 44 FOWLIX  
 APPELSEED ROAD  
 SANTIAGO, UT 84303

AN 44 SANTIAGO  
 FOURPLEX

REVISION: R-11E

FRONT & REAR  
 ELEVATIONS

A04

LEGAL DESCRIPTION (EAST PARCEL)

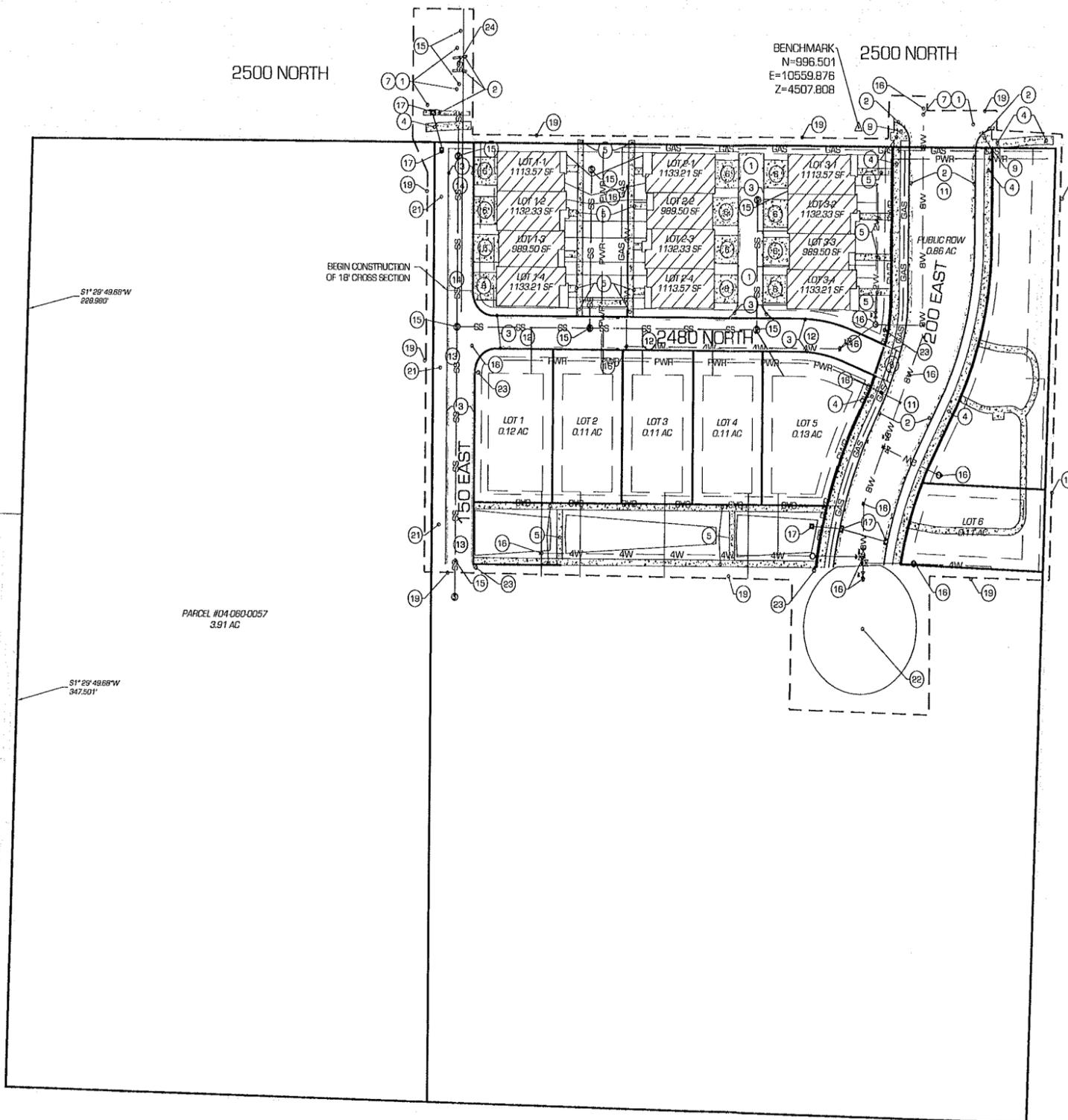
A parcel of land located in Section 15, Township 12 North, Range 1 East, Salt Lake Base and Meridian, also being in Lot 5, Block 18 of Plat "D" of the Logan City Farm Survey, Cache County, Utah and further described as follows:

Beginning at the Southwest corner of Lot 4 of said Block 18 of Plat "D" of the Logan City Farm Survey;  
Thence North  $00^{\circ} 56' 49''$  East 343.99 feet (North  $00^{\circ} 51' 35''$  East 343.99 feet by record) along the west line of said Lot 4;  
Thence South  $88^{\circ} 44' 30''$  East 5.00 feet (South  $88^{\circ} 49' 47''$  East 5.00 feet by record) to a found rebar with cap labeled, RLS 325023 set on the new east right of way line of US Highway 91;  
Thence South  $88^{\circ} 44' 30''$  East 808.72 feet (South  $88^{\circ} 49' 47''$  East 808.47 feet by record) to a found rebar with cap labeled, RLS 325023 set on the northeast corner of parcel number 04-060-0035  
Thence North  $01^{\circ} 29' 50''$  East 228.98 feet to a  $5/8''$  rebar with cap labeled, "A.A. Hudson, PLS 13173" set on the south right of way line of 2500 North Street;  
Thence South  $89^{\circ} 46' 37''$  East 287.77 feet along said south right of way line to a point on the south right of way line of 2500 North Street, the True Point of Beginning;  
  
Thence South  $89^{\circ} 46' 37''$  East 392.93 feet along said south right of way line to a found rebar with cap labeled, RLS 325023;  
Thence South  $01^{\circ} 29' 41''$  West 591.07 feet to a found rebar with cap labeled, Crow;  
Thence North  $88^{\circ} 32' 56''$  West 379.90 feet along the south line of said Lot 5;  
Thence North  $00^{\circ} 13' 23''$  East 582.78 feet to a point in the south right of way line of 2500 North Street to the True Point of Beginning.  
Containing 5.21 acres of land.

# GREEN CANYON SQUARE (PHASE 1)

## SITE PLAN

SCALE: 1"=40'



### KEY NOTES:

1. INSTALL STANDARD DUTY ASPHALT CROSS SECTION PER STANDARD DETAIL 4 ON SHEET C-501.
2. INSTALL 30 INCH CONCRETE CURB AND GUTTER PER STANDARD DETAIL 5 ON SHEET C-501.
3. INSTALL 12" X 6" RIBBON CURB PER STANDARD DETAIL 7 ON SHEET C-501.
4. INSTALL 5 FOOT CONCRETE SIDEWALK PER STANDARD DETAIL 6 ON SHEET C-501.
5. INSTALL 4 FOOT CONCRETE SIDEWALK PER STANDARD DETAIL 1 ON SHEET C-502.
6. INSTALL STANDARD DUTY CONCRETE DRIVEWAY PER STANDARD DETAIL 2 ON SHEET C-502. DRIVEWAYS SHALL MAINTAIN A MINIMUM 2% SLOPE AWAY FROM BUILDING ALONG ENTIRE LENGTH.
7. CONTRACTOR SHALL ENSURE THAT ASPHALT REPAIR MATCHES EXISTING ASPHALT THICKNESS. BASE MATERIAL SHALL BE INSTALLED PER STANDARD DETAIL 4 ON SHEET C-501.
8. INSTALL DRIVEWAY APPROACH PER STANDARD DETAIL 3 ON SHEET C-502.
9. INSTALL ADA RAMP PER STANDARD DETAIL 2 ON SHEET C-502.
10. NOT USED.
11. INSTALL 60 FOOT ROAD CROSS SECTION PER STANDARD DETAIL 1 ON SHEET C-501.
12. INSTALL 20 FOOT ALLEYWAY CROSS SECTION PER STANDARD DETAIL 2 ON SHEET C-501. (0% SLOPE)
13. INSTALL 20 FOOT ALLEYWAY CROSS SECTION PER STANDARD DETAIL 3 ON SHEET C-501. (2% SLOPE)
14. INSTALL 18 FOOT ALLEYWAY CROSS SECTION PER STANDARD DETAIL 7 ON SHEET C-502.
15. INSTALL SEWER INFRASTRUCTURE. SEE PLAN AND PROFILE SHEETS FOR DETAILS.
16. INSTALL WATER INFRASTRUCTURE. SEE PLAN AND PROFILE SHEETS FOR DETAILS.
17. INSTALL STORM DRAIN INFRASTRUCTURE. SEE STORM DRAIN PLAN FOR DETAILS.
18. NOT USED.
19. CONSTRUCTION LIMIT LINE.
20. NOT USED.
21. INSTALL LOW IMPACT DEVELOPMENT DRAINAGE SWALE PER STANDARD DETAIL 2 ON SHEET C-504.
22. INSTALL TEMPORARY TURN AROUND WITH 4" OF ROAD BASE AND 12" OF PIT RUN COMPACTED TO 95% MODIFIED PROCTOR.
23. INSTALL STREET LIGHT PER ROCKY MOUNTAIN POWER PLAN.
24. RESTORE LANDSCAPING IN ISLAND.

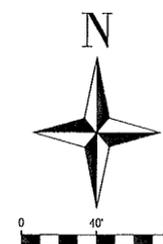
### GENERAL NOTES:

1. THE CURRENT PARCEL (04-060-0008) IS OWNED BY SIERRA HOMES INC.
2. SIERRA HOMES HAS REQUESTED THAT THE PARCELS BE SUBDIVIDED AS SHOWN ON THE PRELIMINARY PLAT.
3. THE PARCEL IS CURRENTLY ZONED MIXED RESIDENTIAL EIGHT (MR8).
4. THE BOUNDARY SURVEY WAS COMPLETED BY A. A. HUDSON AND ASSOCIATES.

### LEGEND

	BOUNDARY/PROPERTY LINE
	RIGHT-OF-WAY/PARCEL LINE
	EX. STORM DRAIN LINE
	EX. COMMUNICATION LINE
	EX. GAS LINE
	EX. SEWER LINE
	EX. WATER LINE
	EX. POWER
	SETBACK / PUE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED IRRIGATION LINE
	CONTOUR EXISTING
	CONTOUR PROPOSED
	PROPOSED ASPHALT
	PROPOSED BUILDING
	CONSTRUCTION LIMIT LINE
	EXISTING CURB AND GUTTER
	PROPOSED CURB AND GUTTER
	EXISTING FENCE
	EXISTING DECIDUOUS TREE
	EXISTING CONCRETE
	PROPOSED CONCRETE

Know what's below. **811**  
**Call 811 before you dig.**  
 BLUE STAKES OF UTAH  
 UTILITY NOTIFICATION CENTER, INC.  
 www.bluestakes.org  
 1-800-662-4111



**civil solutions group inc.**  
 540 W GOLF COURSE RD SUITE B1  
 PROVIDENCE, UT 84302  
 P: 435.213.3762  
 F: 435.213.3762  
 www.civilsolutionsgroup.net

**GREEN CANYON SQUARE  
 (PHASE 1)  
 CONSTRUCTION DOCUMENTS  
 2500 NORTH 200 EAST  
 NORTH LOGAN, UTAH 84341**

MARKS	DATE	DESCRIPTION

PROJECT #: 719-1301  
 DRAWN BY: D. LAW  
 REVIEWED BY: D. MACFARLANE  
 ISSUED: 11.18.2013

**SITE PLAN**

**C-103**

Em 1103407 BK 1801 Pg 1711

# GREEN CANYON SQUARE SUBDIVISION (PHASE 1) TOWNHOME PLAT

LOCATED IN PART OF LOTS 4 AND 5, BLOCK  
18, PLAT "D" OF THE LOGAN FARM SURVEY  
SALT LAKE BASE AND MERIDIAN  
NORTH LOGAN CITY, CACHE COUNTY  
JANUARY 2014  
SHEET 1 OF 2

### NARRATIVE:

THE PURPOSE OF THIS PLAT IS TO CREATE 6 SINGLE FAMILY LOTS AND 12 TOWNHOME LOTS OUT OF 2.6 ACRES OF LAND. 200 EAST STREET WILL BE A PUBLIC STREET. ALL OTHER STREETS AND PARKING AREAS WILL BE PRIVATE AND OWNED BY THE HOMEOWNERS ASSOCIATION.

### GENERAL NOTES:

- CURRENT ZONE: MIXED RESIDENTIAL EIGHT (MR8)
- SINGLE FAMILY LOT MINIMUM FRONTAGE: 45'
- SINGLE FAMILY LOT BUILDING SETBACKS: SIDE: 7', FRONT: 15', REAR: 7'
- TOWNHOUSE LOT MINIMUM FRONTAGE: NO MINIMUM.
- TOWNHOUSE LOT SETBACKS: SIDE: 5', FRONT: 15', REAR: 5'
- PROPOSED RIGHT OF WAY WIDTH: 60' CROSS SECTION (200 EAST)
- PROPOSED RIGHT OF WAY WIDTH: 20' ROW ON 2480 NORTH PRIVATE ROAD AND 28' ROW WIDENING TO 30' ROW ON 150 EAST PRIVATE ROAD. 20% OPEN SPACE REQUIRED PER CITY CODE. 25.5% OPEN SPACE PROVIDED.
- TOTAL PROJECT AREA: 2.6 ACRES
- ALL EXPENSES INVOLVING THE NECESSARY IMPROVEMENTS OR EXTENSIONS FOR A CULINARY WATER SYSTEM, SANITARY SEWER SYSTEM, GAS SERVICE, ELECTRICAL SERVICE, TELEPHONE SERVICE, CABLE TELEVISION SERVICE, GRADING AND LANDSCAPING, STORM DRAINAGE SIGNAGE, STREET LIGHTING AND OTHER IMPROVEMENTS SHALL BE PAID FOR BY THE DEVELOPER.
- RIGHT OF WAY WIDTH REFLECTS THE EXISTING DIMENSIONS OF THE EXISTING 200 EAST TEE OFF OF 2500 NORTH. 45' FROM TOP BACK CURB TO TOP BACK CURB PLUS 12' OF LANDSCAPING STRIP PLUS 10' OF SIDEWALK PLUS 2' OF OFFSET TO PROPERTY LINES. TOTAL = 72'.
- 200 EAST STREET IS THE ONLY PUBLIC STREET. ALL OTHER STREETS ARE PRIVATE AND CONSIDERED COMMON AREAS. THE HOA WILL MANAGE THE COMMON AREAS.
- PROJECT MUST CONNECT TO SECONDARY IRRIGATION WHEN ADJACENT PROPERTY IS DEVELOPED AND SECONDARY WATER SERVICE REACHES THIS PROJECT.

PROPERTY OWNER:  
LEWISTON STATE BANK  
C/O BOB WRIGHT

DEVELOPER:  
SIERRA HOMES INC.  
JAY STOCKING  
470 NORTH 2450 WEST  
TREMONTON, UT 84337  
435.257.4963

CIVIL ENGINEER:  
CIVIL SOLUTIONS GROUP  
DANNY MACFARLANE  
540 WEST GOLF COURSE ROAD SUITE B1  
PROVIDENCE, UT 84332  
P: 435.213.3762  
E: DANNY@CIVILSOLUTIONSGROUP.NET

LAND SURVEYOR:  
AA HUDSON AND ASSOCIATES  
TIM CHRISTENSEN  
132 S STATE STREET  
PRESTON, ID 83263  
P: 208.221.4144  
E: TIM@AAHUDSON.COM

LANDSCAPE ARCHITECT:  
CIVIL SOLUTIONS GROUP  
JAKE YOUNG  
540 WEST GOLF COURSE ROAD SUITE B1  
PROVIDENCE, UT 84332  
P: 435.213.3762  
E: JYOUNG@CIVILSOLUTIONSGROUP.NET

### STREET ADDRESS TABLE

LOT 1: 156 E. 2480 N.
LOT 2: 162 E. 2480 N.
LOT 3: 170 E. 2480 N.
LOT 4: 176 E. 2480 N.
LOT 5: 186 E. 2480 N.
LOT 6: 2460 N. 200 E.
LOT 1-1: 2496 N. 150 E.
LOT 1-2: 2490 N. 150 E.
LOT 1-3: 2486 N. 150 E.
LOT 1-4: 2482 N. 150 E.
LOT 2-1: 2497 N. 180 E.
LOT 2-2: 2493 N. 180 E.
LOT 2-3: 2489 N. 180 E.
LOT 2-4: 2485 N. 180 E.
LOT 3-1: 2498 N. 180 E.
LOT 3-2: 2492 N. 180 E.
LOT 3-3: 2488 N. 180 E.
LOT 3-4: 2484 N. 180 E.

### TOWNHOUSE BUILDING POINT OF BEGINNING LOCATIONS:

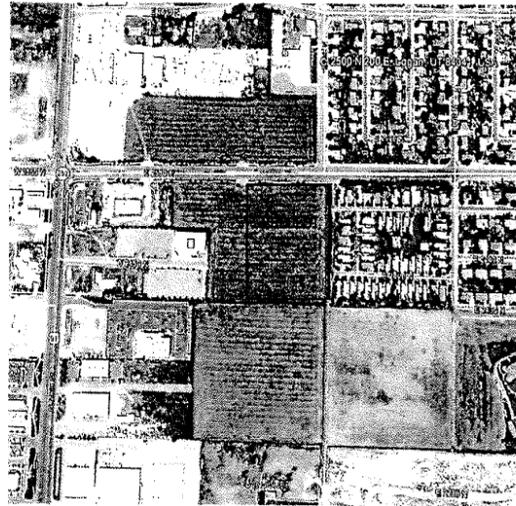
FROM THE TRUE POINT OF BEGINNING OF THE SUBDIVISION BOUNDARY

BUILDING #1: S 89°46'37" E 44.98 FT. SOUTH 5.33 FEET

BUILDING #2: S 89°46'37" E 200.68 FT. SOUTH 5.33 FEET

BUILDING #3: S 89°46'37" E 252.68 FT. SOUTH 5.33 FEET

VICINITY MAP



### LEGEND

- X — EXISTING FENCE
- DEED (RECORD) LINE
- ⊕ SECTION CORNER FOUND
- PROPERTY CORNER REPORTED TO BE SET BY THIS SURVEY
- SET BY THIS SURVEY 5/8" REBAR W/ CAP
- PUBLIC UTILITY EASEMENT
- - - BUILDING SETBACKS
- - - WATER AND SEWER EASEMENT
- SUBDIVISION BOUNDARY
- LOT LINES

### SURVEYOR'S CERTIFICATE

I, TIMOTHY LYNN CHRISTENSEN, A LICENSED LAND SURVEYOR IN THE STATE OF UTAH, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PROPERTY DESCRIBED IN THIS BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATE APPEARS WAS MADE UNDER MY DIRECTION. THAT SAID PLAT SHOWS THE WHOLE OF THE DESCRIBED LAND WHICH IS KNOWN AS GREEN CANYON SQUARE IN CACHE COUNTY, UTAH; THAT SAID PLAT CORRECTLY REPRESENTS THE LOTS AS SURVEYED ON THE GROUND, AND THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF UTAH HAVE BEEN COMPLIED WITH. I FURTHER CERTIFY THIS IS A TRUE COPY OF SAID PLAT.

DATE: \_\_\_\_\_ SURVEYOR: TIMOTHY LYNN CHRISTENSEN

### LEGAL DESCRIPTION FOR SUBDIVISION BOUNDARY

A PARCEL OF LAND LOCATED IN SECTION 15, TOWNSHIP 12 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, ALSO BEING IN LOT 5, BLOCK 18 OF PLAT "D" OF THE LOGAN CITY FARM SURVEY, CACHE COUNTY, UTAH AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF SAID BLOCK 18 OF PLAT "D" OF THE LOGAN CITY FARM SURVEY;

THENCE NORTH 00° 58' 49" EAST 343.99 FEET ALONG THE WEST LINE OF SAID LOT 4;

THENCE SOUTH 88° 44' 30" EAST 5.00 FEET TO A FOUND REBAR WITH CAP LABELED, RLS 325023 SET ON THE NEW EAST RIGHT OF WAY LINE OF US HIGHWAY 91;

THENCE SOUTH 88° 44' 30" EAST 808.72 FEET TO A FOUND REBAR WITH CAP LABELED, RLS 325023 SET ON THE SET ON THE NORTHEAST CORNER OF PARCEL NUMBER 04-060-0035;

THENCE NORTH 01° 28' 50" EAST 228.98 FEET TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173" SET ON THE NORTHEAST CORNER OF PARCEL NUMBER 04-060-0058, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF 2500 NORTH STREET;

THENCE SOUTH 89° 46' 37" EAST 287.77 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP LABELED, "A.A. HUDSON, PLS 13173, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89° 46' 37" EAST 444.44 FEET ALONG SAID SOUTH RIGHT OF WAY LINE TO A 5/8" REBAR WITH CAP SET ON THE WEST LINE OF THE WEST 4.00 FOOT BUFFER STRIP AS SHOWN ON CANNON RIDGE MOBILE HOME PARK ENTRY NUMBER 473977 IN THE OFFICIAL RECORDS OF CACHE COUNTY;

THENCE SOUTH 01° 42' 08" WEST 267.65 FEET ALONG SAID WEST LINE TO A 5/8" REBAR WITH CAP;

THENCE NORTH 87° 37' 45" WEST 101.72 FEET TO A 5/8" REBAR WITH CAP SET ON THE EAST RIGHT OF WAY LINE OF 200 EAST STREET;

THENCE SOUTH 87° 45' 38" WEST 81.16 FEET TO A 5/8" REBAR WITH CAP SET ON THE WEST RIGHT OF WAY LINE OF SAID 200 EAST STREET;

THENCE NORTH 89° 46' 37" WEST 275.04 FEET TO A 5/8" REBAR WITH CAP;

THENCE NORTH 00° 13' 23" EAST 258.38 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2.6 ACRES OF LAND.

### OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS WE THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO SINGLE FAMILY DWELLING LOTS, TOWNHOME LOTS, STREETS AND COMMON AREAS TO BE HEREAFTER KNOWN AS GREEN CANYON SQUARE, DO HEREBY DEDICATE FOR THE PERPETUAL USE OF THE OWNERS OF GREEN CANYON SQUARE HOMEOWNERS ALL AREAS SHOWN AS STREETS AND COMMON AREAS ON THIS PLAT, SUBJECT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PROJECT WHICH WILL BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF CACHE COUNTY, UTAH, CONCURRENTLY WITH THE RECORDING OF THIS PLAT. THE UNDERSIGNED FURTHER CONSENTS TO THE RECORDATION OF THIS PLAT IN ACCORDANCE WITH UTAH STATE LAW. WE ALSO DEDICATE EASEMENTS AS SHOWN HEREON TO THE PUBLIC FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES.

A) PUBLIC STREETS: DEDICATE, GRANT AND CONVEY TO NORTH LOGAN CITY, UTAH ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THROUGHFARES FOREVER.

B) PUBLIC UTILITIES, AND DRAINAGE EASEMENTS: GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY NORTH LOGAN CITY, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS.

IN WITNESS WHEREOF THE UNDERSIGNED HAVE HERETO SET THEIR SIGNATURES THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

RONALD E. MUMFORD,  
LOAN ADMINISTRATOR/EXECUTIVE VICE PRESIDENT  
LEWISTON STATE BANK

### ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED RONALD E. MUMFORD KNOWN OR IDENTIFIED TO ME TO BE THE EXECUTIVE VICE PRESIDENT OF LEWISTON STATE BANK, THE OWNER OF THE ABOVE DESCRIBED SUBDIVISION AND THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LEWISTON STATE BANK, AND ACKNOWLEDGED TO ME THAT LEWISTON STATE BANK EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC FOR \_\_\_\_\_  
RESIDING AT: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

### ENGINEER'S CERTIFICATE

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND THE CITY ORDINANCE.

DATE: \_\_\_\_\_ CITY ENGINEER: \_\_\_\_\_

### APPROVAL AS TO FORM

APPROVED AS TO FORM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2014

CITY ATTORNEY: \_\_\_\_\_

### UTILITY COMPANIES APPROVAL

THE UTILITY EASEMENTS SHOWN ON THIS PLAT ARE APPROVED.

QUESTAR GAS: \_\_\_\_\_ DATE: \_\_\_\_\_

ROCKY MOUNTAIN POWER: \_\_\_\_\_ DATE: \_\_\_\_\_

COMCAST CABLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CENTURYLINK COMMUNICATIONS: \_\_\_\_\_ DATE: \_\_\_\_\_

### COUNTY RECORDER'S NO. \_\_\_\_\_

STATE OF UTAH, COUNTY OF CACHE, RECORDED AND FILED AT THE REQUEST OF \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ FEE: \_\_\_\_\_ ABSTRACTED: \_\_\_\_\_

INDEX FILED IN: FILE OF PLATS \_\_\_\_\_ COUNTY RECORDER

### COUNTY SURVEYOR'S CERTIFICATE

I CERTIFY THAT I HAVE EXAMINED THIS PLAT AND FIND IT TO BE CORRECT AND IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE AND FURTHER CERTIFY THAT IT MEETS THE MINIMUM STANDARDS FOR PLATS REQUIRED BY COUNTY ORDINANCE AND STATE LAW.

DATE: \_\_\_\_\_ COUNTY SURVEYOR: \_\_\_\_\_

### PLANNING COMMISSION CHAIRMAN APPROVAL AND ACCEPTANCE

PRESENTED TO THE NORTH LOGAN CITY PLANNING COMMISSION CHAIRMAN THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2014, AS THIS WAS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL.

### MAYOR'S APPROVAL AND ACCEPTANCE

PRESENTED TO THE NORTH LOGAN CITY MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 2014, AS THIS WAS APPROVED AND ACCEPTED.

MAYOR: \_\_\_\_\_

E11103407 BK 1801 P 1712

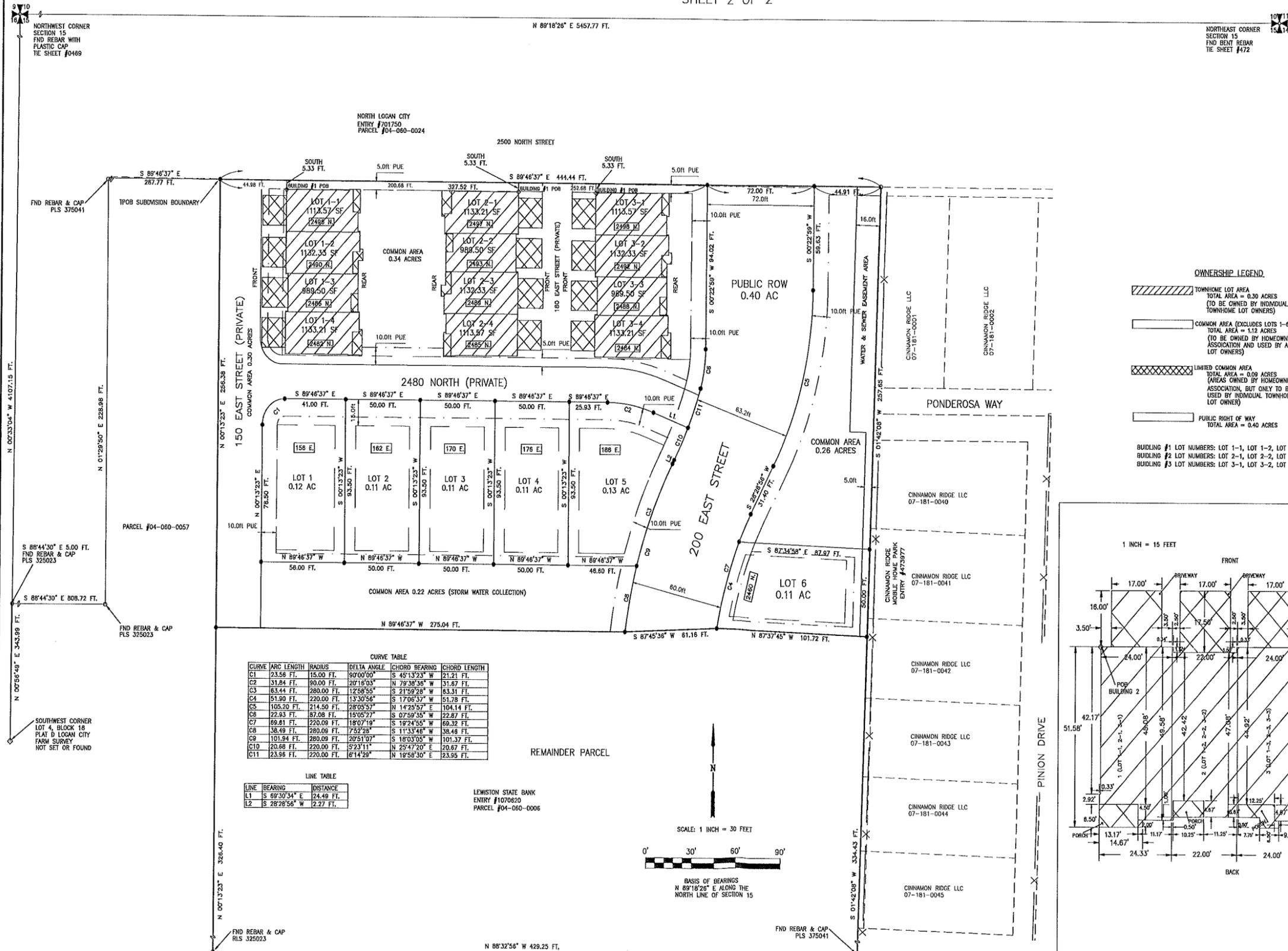
TOWNHOME PLAT FOR  
**GREEN CANYON SQUARE**  
SECTION 15, T. 12 N. R. 1 E. S. 11 BASE & MERIDIAN  
BLOCK 18, PLAT "D" OF LOGAN CITY FARM SURVEY, CACHE COUNTY, UTAH

LAND SURVEYORS  
**A.A. HUDSON AND ASSOCIATES**  
132 SOUTH STATE  
PRESTON, IDAHO 83263  
(208) 962-1155

**civilsolutionsgroup**  
Leaders in sustainable engineering and planning

# GREEN CANYON SQUARE SUBDIVISION (PHASE 1) TOWNHOME PLAT

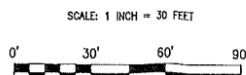
LOCATED IN PART OF LOTS 4 AND 5, BLOCK  
18, PLAT "D" OF THE LOGAN FARM SURVEY  
SALT LAKE BASE AND MERIDIAN  
NORTH LOGAN CITY, CACHE COUNTY  
JANUARY 2014  
SHEET 2 OF 2



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.56 FT.	15.00 FT.	90°00'00"	S 45°13'23" W	21.21 FT.
C2	31.84 FT.	90.00 FT.	20°15'03"	N 79°38'36" W	31.67 FT.
C3	63.44 FT.	280.00 FT.	12°58'55"	S 21°59'28" W	63.31 FT.
C4	51.90 FT.	220.00 FT.	13°30'56"	S 17°06'57" W	51.78 FT.
C5	105.20 FT.	214.50 FT.	28°05'57"	N 14°25'57" E	104.14 FT.
C6	22.93 FT.	87.08 FT.	15°05'27"	S 07°59'35" W	22.87 FT.
C7	89.81 FT.	220.09 FT.	18°07'19"	S 19°24'55" W	69.32 FT.
C8	38.49 FT.	280.09 FT.	7°52'28"	S 11°33'46" W	38.48 FT.
C9	101.94 FT.	280.09 FT.	20°51'07"	S 18°03'05" W	101.37 FT.
C10	20.88 FT.	220.00 FT.	5°23'11"	N 25°47'20" E	20.87 FT.
C11	23.96 FT.	220.00 FT.	6°14'29"	N 19°58'30" E	23.95 FT.

LINE	BEARING	DISTANCE
L1	S 89°30'34" E	24.49 FT.
L2	S 28°28'56" W	2.27 FT.

LEWISTON STATE BANK  
ENTRY #1070820  
PARCEL #04-060-0006



SCALE: 1 INCH = 30 FEET

BASIS OF BEARINGS  
N 89°18'26" E ALONG THE  
NORTH LINE OF SECTION 15

**OWNERSHIP LEGEND**

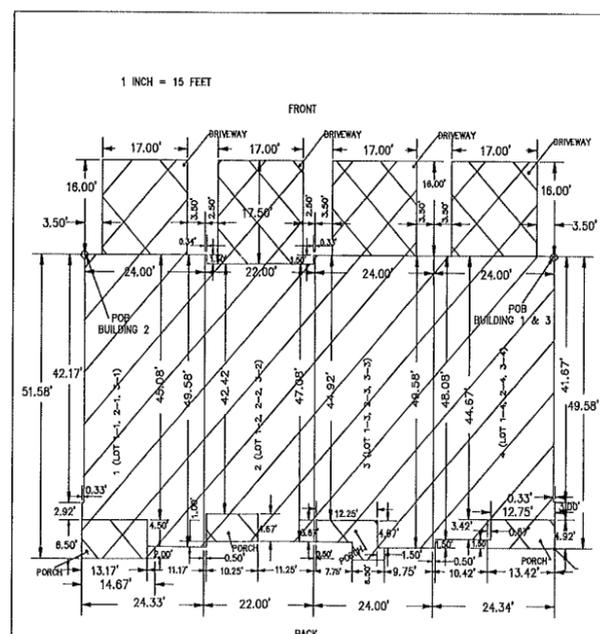
TOWNHOME LOT AREA  
TOTAL AREA = 0.30 ACRES  
(TO BE OWNED BY INDIVIDUAL  
TOWNHOME LOT OWNERS)

COMMON AREA (EXCLUDES LOTS 1-6)  
TOTAL AREA = 1.12 ACRES  
(TO BE OWNED BY HOMEOWNERS  
ASSOCIATION AND USED BY ALL  
LOT OWNERS)

LIMITED COMMON AREA  
TOTAL AREA = 0.09 ACRES  
(AREAS OWNED BY HOMEOWNERS  
ASSOCIATION, BUT ONLY TO BE  
USED BY INDIVIDUAL TOWNHOME  
LOT OWNER)

PUBLIC RIGHT OF WAY  
TOTAL AREA = 0.40 ACRES

BUILDING #1 LOT NUMBERS: LOT 1-1, LOT 1-2, LOT 1-3, LOT 1-4  
BUILDING #2 LOT NUMBERS: LOT 2-1, LOT 2-2, LOT 2-3, LOT 2-4  
BUILDING #3 LOT NUMBERS: LOT 3-1, LOT 3-2, LOT 3-3, LOT 3-4



**RECORDER'S CERTIFICATE**

INSTRUMENT NO. \_\_\_\_\_ TIME \_\_\_\_\_  
DATE \_\_\_\_\_  
RECORD OF SURVEY NO. \_\_\_\_\_  
REQUESTED BY \_\_\_\_\_  
RECORDED BY \_\_\_\_\_  
FEL \_\_\_\_\_

**LEGEND**

EXISTING FENCE LINE  
 DEED (RECORDED) LINE  
 QUARTER CORNER FOUND  
 PROPERTY CORNER  
 REPORTED TO BE SET  
 SET BY THIS SURVEY  
 5/8" REBAR W/ CAP  
 RING & LID CENTERLINE  
 MONUMENTS

TOWNHOME PLAT FOR  
**GREEN CANYON SQUARE**  
SECTION 15, T. 12 N., R. 1 E., S. 11 BASE & MERIDIAN  
BLOCK 18, PLAT "D" LOGAN CITY FARM SURVEY, CACHE COUNTY, UTAH

2 REVISIONS  
1 SURVEYED BY: BY  
1 CHECKED BY: BY  
1 FIELD BOOK NO.  
1 PROJECT NO. 13180  
1 JAN. 2014

LAND SURVEYORS  
**A.A. HUDSON AND ASSOCIATES**  
132 SOUTH PARK  
PRESTON, IDAHO 83263  
(208) 852-1155



Ent 1103407 Bk 1801 Pg 1713

DRAWING: JAMES DAVIS, VIEW: 300





