

APPROVED

**CACHE COUNTY
COUNCIL MEETING
MINUTES
NOVEMBER 25, 2014**

**CACHE COUNTY COUNCIL
NOVEMBER 25, 2014**

APPOINTMENT– Ashcroft, Erik-Cache Valley Transit District.....2

APPOINTMENT– Buttars, Craig "W"-Cache County Audit Committee.....1

APPOINTMENT– Buttars, Craig "W"-Cache County Community Foundation Board-President.....2

APPOINTMENT– Buttars, Craig "W"-Cache County Fairgrounds Advisory Board.....1

APPOINTMENT– Buttars, Craig "W"-Cache County TRCC/RAPZ Committee.....2

APPOINTMENT– Buttars, Craig "W"-Logan-Cache Airport Authority Board.....2

APPOINTMENT– Gleed, Mike-Boundary Commission.....2

APPOINTMENT– Howell, Kathleen-Boundary Commission.....2

APPOINTMENT– Israelsen, Clark-Cache County Fairgrounds Advisory Board.....1

APPOINTMENT– Jensen, Cameron-Cache County Fairgrounds Advisory Board.....1

APPOINTMENT– Jensen, Cameron-Cache County Community Foundation Board Registered Agent & Secretary.....2

APPOINTMENT– Merrill, Greg-Cache County Fairgrounds Advisory Board.....1

APPOINTMENT– Olsen, Hal-Cache County Board of Adjustment.....1

APPOINTMENT– Peck, Doyle-Cache County Grievance Committee.....1

APPOINTMENT– Potter, Val-Logan-Cache Airport Authority Board.....2

APPOINTMENT– Robison, Kathy-Cache County Community Foundation Board-Vice President.....2

APPOINTMENT– Watterson, Jason-Cache County Planning Commission.....2

ASHCROFT, ERIK – Appointment-Cache Valley Transit District.....2

BUDGET – Public Hearing Set-December 9, 2014-6:00 p.m.-Open 2014.....4

BUDGET – Public Hearing-November 25, 2014-6:00 p.m.-2015 Budget Hearing.....4

BUDGET – Resolution No. 2014-23-Adopt 2015 Cache County Budget (*NO ACTION TAKEN*).....5

BUTTARS, CRAIG "W" – Appointment-Cache County Audit Committee, Cache County Community Foundation Board-President, Cache County Fairgrounds Advisory Board, Cache County TRCC/RAPZ Committee, Logan-Cache Airport Authority Board..... 1,2

CACHE COUNTY EMPLOYEES CHRISTMAS DINNER.....6

CACHE COUNTY REDEVELOPMENT AGENCY.....5

CACHE RECREATIONAL COMPLEX LAND – Approval of Agreements relating to.....3

CONDEMNATION LETTER – Approval of Letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales and Condemnation.....2

COUNTY CODE – Title 17.06 *Uses*; Title 17.10 *Development Standards*, Amendments to the-Public Hearing Set-December 9, 2014-5:45 p.m.-Ordinance No. 2014-144

COUNTY COUNCIL MEETING CANCELED – December 02, 2014.....4

DAVENPORT ROAD – Request for Davenport Road Issue to be on future agenda.....6

GLEED, MIKE – Appointment-Boundary Commission.....2

HARDSHIP APPLICATIONS.....5

HOWELL, KATHLEEN – Appointment-Boundary Commission	2
ISRAELSEN, CLARK – Appointment-Cache County Fairgrounds Advisory Board	1
JENSEN, CAMERON – Appointment-Cache County Community Foundation Board-Registered Agent & Secretary	1,2
MERRILL, GREG – Appointment-Cache County Fairgrounds Advisory Board	1
NORTH VALLEY/BOX ELDER LANDFILL – Letter regarding	3
OLSEN, HAL – Appointment-Cache County Board of Adjustment	1
ORDINANCE NO. 2014-12 – Adopt 2015 Salaries for Election Officials (NO ACTION TAKEN)	4
ORDINANCE NO. 2014-13 – Adopt 2015 Salaries for Elected Officials (NO ACTION TAKEN)	4
ORDINANCE NO. 2014-14 – Amendments to the County Code-Title 17.06 Uses; Title 17.10 Development Standards-Public Hearing Set-December 9, 2014-5:45 p.m.....	4
PECK, DOYLE – Appointment-Cache County Grievance Committee	1
PENALTY AND INTEREST ABATEMENT REQUEST	5
PERSONNEL POLICY AND PROCEDURE MANUAL – Amendments to Section X-Grievances and Appeals	6
POTTER, VAL – Appointment-Logan-Cache Airport Authority Board	2
POWDER MOUNTAIN – Meeting with Weber County Commissioners	6
PROPERTY TAX – Penalty and Interest Abatement Request	5
PUBLIC HEARING – November 25, 2014-6:00 p.m.-2015 Budget Hearing	4
PUBLIC HEARING CCRA – November 25, 2014-6:30 p.m.-Adopt 2015 Budget	5
PUBLIC HEARING SET – December 09, 2014-5:30 p.m.-Resolution No. 2014-24-Storm Water Management Plan	4
PUBLIC HEARING SET – December 09, 2014-5:45 p.m.-Ordinance No. 2014-14-Amendments to the County Code-Title 17.06 Uses; Title 17.10 Development Standards	4
PUBLIC HEARING SET – December 09, 2014-6:00 p.m.-Open 2014 Budget	4
RASMUSSEN FARMS SUBDIVISION	2
RESOLUTION NO. 2014-23 – Adopt 2015 Cache County Budget (NO ACTION TAKEN)	5
RESOLUTION NO. 2014-24 – Storm Water Management Plan-Public Hearing Set-December 9, 2014-5:30 p.m.	4
ROAD – Request for Davenport Road issue to be on a future agenda for discussion.....	6
ROBISON, KATHY – Appointment-Cache County Community Foundation Board-Vice President.....	2
SALARIES FOR ELECTED OFFICIALS – Ordinance No. 2014-12-Adopt 2015 (NO ACTION TAKEN)	4
STORM WATER MANAGEMENT PLAN – Resolution No. 2014-24-Public Hearing Set-December 9, 2014-5:30 p.m.....	4
STORM WATER PERMITTING/STORM WATER MANAGEMENT PLAN – MS4	6
SUBDIVISION – Rasmussen Farms	2
WARRANTS – 11-08-2014 to 11-14-2014, 11-15-2014 to 11-21-2014	2
WATTERSON, JASON – Appointment-Cache County Planning Commission	2

CACHE COUNTY COUNCIL MEETING
November 25, 2014

The Cache County Council convened in a regular session on November 25, 2014 at 5:00 p.m. in the Cache County Council Chamber at 199 North Main, Logan, Utah.

ATTENDANCE:

Chairman: Val Potter
Vice Chairman: Kathy Robison,
Council Members: Craig "W" Buttars, G. Gregory Merrill, Jon White & Gordon Zilles
Cory Yeates absent.
County Executive: M. Lynn Lemon
Deputy County Clerk: Jill N. Zollinger absent.
County Attorney: Tony Baird

The following individuals were also in attendance: Janeen Allen, Lance Anderson, Steven Baugh, Ann Godfrey, Glen Godfrey, Darrel Gibbons, Issa Hamud, Sharon L. Hoth, Brian Lyon, Craig McAllister, Dave Nielsen, Mayor H. Craig Petersen, L. Aldene Rasmussen, R. Val Rasmussen, Tim Rawlings, Director Josh Runhaar, Annette Summers, Kendell Woodward **Media:** Shannon Nielsen (Herald Journal), Jennie Christensen (KVNU).

OPENING REMARKS AND PLEDGE OF ALLEGIANCE

Council member Greg Merrill gave the opening remarks and led those present in the Pledge of Allegiance.

REVIEW AND APPROVAL OF AGENDA

ACTION: Motion by Council member Zilles to approve the agenda with Item 11a – *Approval of Letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales and Condemnation* – moved immediately after Item 7a – *Letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales, Condemnation*. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

REVIEW AND APPROVAL OF MINUTES

ACTION: Motion by Council member Zilles to approve the minutes of the November 11, 2014 Council meeting as corrected and the minutes of the November 11, 2014 Cache County Redevelopment Agency as written. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

REPORT OF THE COUNTY EXECUTIVE: M. LYNN LEMON

<u>APPOINTMENTS:</u>	Cache County Audit Committee	Craig "W" Buttars
	Cache County Board of Adjustment	Hal Olsen
	Cache County Fairgrounds Advisory Board	Craig "W" Buttars
	Cache County Fairgrounds Advisory Board	Clark Israelsen
	Cache County Fairgrounds Advisory Board	Cameron Jensen
	Cache County Fairgrounds Advisory Board	Greg Merrill
	Cache County Grievance Committee	Doyle Peck

Cache County Planning Commission	Jason Watterson
Cache County TRGG/RAPZ Committee	Craig "W" Buttars
Boundary Commission	Mike Glead
Boundary Commission	Kathleen Howell
Logan-Cache Airport Authority Board	Craig "W" Buttars
Logan-Cache Airport Authority Board	Val Potter
Cache Valley Transit District	Erik Ashcroft
Cache County Community Foundation Board	
Registered Agent	Cameron Jensen
President	Craig "W" Buttars
Vice President	Kathy Robison
Secretary	Cameron Jensen

Erik Ashcroft introduced himself to the Council and explained he was previously employed by Cache Valley Transit District and is interested in being involved with the District as a liaison for county interests.

ACTION: Motion by Vice Chair Robison to approve the recommended appointments. Zilles seconded the motion. The vote was unanimous, 6-0. Yeates absent.

WARRANTS: Warrants for the periods 11-08-2014 to 11-14-2014 and 11-15-2014 to 11-21-2014 were given to the Clerk for filing.

CONSENT AGENDA

- ◇ **Rasmussen Farms Subdivision** – Brian G. Lyon requesting approval for two-lot subdivision with two agricultural remainders on 104.14 acres in the Agricultural (A10) Zone located approximately 5011 North Highway 23, Cache Junction.

(Attachment 1)

ACTION: Motion by Council member Zilles to approve the Consent Agenda – Rasmussen Farms Subdivision. Buttars seconded the motion. The vote was unanimous, 6-0. Yeates absent.

ITEMS OF SPECIAL INTEREST

- **Letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales, Condemnation** - Issa Hamud stated this revised letter will go only to those property owners who have already committed to sell and have asked for the letter to resolve CRP contracts.

PENDING ACTION

- **Approval of Letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales and Condemnation**

(Attachment 2)

ACTION: Motion by Council member Buttars to approve the letter regarding CRP Rules, CRP Contracts, Right-of-Way Sales and Condemnation. Robison seconded the motion.

The motion passed, 5 aye – Buttars, Merrill, Potter, Robison & Zilles and 1 abstention – White. Yeates absent.

ITEMS OF SPECIAL INTEREST

- **Letter regarding North Valley/Box Elder Landfill – Mayor Craig Petersen** – Mayor Petersen indicated he felt he should do one last due diligence in reference to the possibility of using the Little Mountain Landfill in Box Elder County. Petersen met with two Box Elder Commissioners, James Swink, Executive Lemon, Chairman Potter, Executive-Elect Buttars, Issa Hamud, Kymber Housley and Richard Anderson. The outcome of the meeting was that Box Elder is not a viable alternative as a landfill for Cache County use. Petersen cited ownership and control issues, travel distance and cost as reasons for the conclusion of the group

(Attachment 3)

PENDING ACTION

- ❑ **Approval of Agreements relating to Cache Recreational Complex Land**
- **Real Property Purchase and Sale Agreement – *Cache School District Board of Education and Cache County*** – Lot 1 and Lot 2 of the Cache Recreational complex Land, also known as the Footprint of the Planned North Logan High School
 - **Interlocal Cooperation Act Agreement – *North Logan, Hyde Park, Newton, Nibley and Cache County*** – Terms and Provisions by which Parties will Cooperate in the Conversion of Use of Real Property west of 200 East, and Terms by which Replacement Recreational Property will be Distributed and Developed in the Cities
 - **Interlocal Cooperation Act Agreement – *North Logan, Hyde Park, Cache School District and Cache County*** – Terms and Provisions by which Parties will Cooperate in the Financing, Construction, Development and Improvement of the School and related Recreational Area known as the Cache Recreational Complex

Lance Anderson explained that he has to have National Parks Service (NPS) clearance for the 200 East project which needs to go out to bid in February. NPS takes 30 to 90 days to give clearance. Construction needs to start in March which also requires National Park Service approval. Anderson asked the Council to approve the agreements contingent on the cities' approvals.

Lemon observed he, Attorney Baird, Jonathan Nash, Attorney Jorgensen and Anderson met and reviewed the agreements and are satisfied with the agreements. The big issue for the county is: "Is the Council willing to commit to the \$2.9 million of RAPZ money over ten years?"

Buttars remarked that the cities need to recognize that their requests for RAPZ Tax money are going to be tied largely to this decision.

(Attachment 4)

ACTION: Motion by Council member Zilles to approve the three agreements relating to the Cache Recreational Complex Land contingent upon the involved cities' approvals of

~~the agreements relating to the Cache Recreational Complex Land. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.~~

ACTION: THE COUNCIL CANCELED THE DECEMBER 02, 2014 COUNTY COUNCIL MEETING.

PUBLIC HEARINGS, APPEALS AND BOARD OF EQUALIZATION MATTERS

PUBLIC HEARING SET: DECEMBER 9, 2014 AT 5:30 P.M. – Resolution No. 2014-24-Storm Water Management Plan

ACTION: Motion by Council member Buttars to set a Public Hearing – December 9, 2014- Resolution No. 2014-24-Storm Water Management Plan. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PUBLIC HEARING SET: DECEMBER 9, 2014 AT 5:45 P.M. – Ordinance No. 2014-14- Amendments to the County Code-Title 17.06 *Uses*; Title 17.10 *Development Standards*

ACTION: Motion by Council member Zilles to set a Public Hearing – December 9, 2014- Ordinance No. 2014-24-Amendments to the County Code-Title 17.06 *Uses*; Title 17.10 *Development Standards*. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PUBLIC HEARING SET: DECEMBER 9, 2014 AT 6:00 P.M. – Open 2014 Budget

ACTION: Motion by Council member Zilles to set a Public Hearing – December 9, 2014- Open 2014 Budget. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

PUBLIC HEARING – NOVEMBER 25, 2014 AT 6:00 P.M. – 2015 BUDGET HEARING – Executive Lemon reviewed the 2015 budget and indicated there is no tax increase included in the budget.

Chairman Potter opened the Public Hearing and invited public comment. There was none.

ACTION: Motion by Council member Zilles to close the Public Hearing. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Ordinance No. 2014-12 – Adopt 2015 Salaries for Elected Officials (NO ACTION TAKEN)** – Council member Buttars commented that County Clerk Zollinger asked that the Council wait until the December Council meeting to approve this ordinance. Executive Lemon said other counties with combined Clerk/Auditor positions have the same salary for the Clerk/Auditor and Assessor, etc. (Davis, Weber, Uintah, Utah) except for Washington county which pays the Clerk/Auditor more than the other elected positions. Lemon believes all concerned will have a better idea of any additional responsibilities that will be incurred with the combined office after the first year.

- **Ordinance No. 2014-13 – Adopt 2015 Salaries for Cache County Council (NO ACTION TAKEN)**

- **Resolution No. 2014-23 – Adopt 2015 Cache County Budget (NO ACTION TAKEN)**

ACTION: Motion by Council member White to convene as the Cache County Redevelopment Agency for the purpose of a Public Hearing. Buttars seconded the motion. The vote was unanimous, 6-0. Yeates absent.

THE COUNCIL CONVENED IN A MEETING OF THE CACHE COUNTY REDVEOPMENT AGENCY AT 6:30 P.M.

Chairman Potter called the meeting to order.

ACTION ITEMS

1. **PUBLIC HEARING-November 25, 2014-6:30 p.m.-Adopt 2015 Budget.** This is the amount of money that will be taken from the \$48 million of improvements at Pepperidge Farm with 50% distributed back to Pepperidge Farm – the taxing entities keep 50% of the tax increase.

Chairman Potter opened the Public Hearing and invited public comment. There was none.

ACTION: Motion by Council member White to close the Public Hearing. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

Council member Buttars left the meeting.

ACTION: Motion by Council member White to adjourn from the Cache County Redevelopment Agency and reconvene as the Cache County Council. Robison seconded the motion. The vote was unanimous, 5-0. Buttars & Yeates absent.

THE COUNCIL ADJOURNED FROM THE CACHE COUNTY REDEVELOPMENT AGENCY AT 6:32 P.M.

INITIAL PROPOSAL FOR CONSIDERATION OF ACTION

- **Hardship Applications** *(Details are on file in the Cache County Finance Office.)*

Council member Buttars returned to the meeting.

ACTION: Motion by Council member White to deny the hardship application for #0025. Robison seconded the motion. The vote was unanimous, 6-0. Yeates absent.

ACTION: Motion by Council member Zilles to approve the hardship application for #0018. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Penalty and Interest Abatement Request** – Executive Lemon indicated this individual's husband appealed the taxes in 2010, became ill and died. The wife did not carry on the

appeal. She has paid the taxes each year since, but 2010 taxes did not get paid. She is willing to pay the taxes, but is asking for penalties and interest to be waived. Lemon believes this is a legitimate request. *(Details are on file in the Cache County Finance Office.)*

ACTION: Motion by Council member Zilles to waive penalties and interest as requested. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Amendments to Section X – Grievances and Appeals of the Personnel Policy and Procedure Manual**

(Attachment 5)

ACTION: Motion by Council member Zilles to approve Amendments to Section X – Grievances and Appeals of the Personnel Policy and Procedure Manual. White seconded the motion. The vote was unanimous, 6-0. Yeates absent.

- **Discussion – MS4 Storm Water Permitting/Storm Water Management Plan** – Director Runhaar asked if the Council had any questions on how storm water permitting will be handled. Council member White asked what amount will be charged for the permit.

Runhaar replied the fee structure will come as the permitting process is developed. He further explained that, presently, any construction that disturbs more than an acre of ground or anything that is part of a common plan of development, such as a subdivision, will have to do storm water permitting. Most counties are dropping the requirement to 5,000 square feet whether the construction is part of a subdivision or not which makes enforceability easier. Runhaar recommends doing the same.

Council member Merrill remarked that if the fee ends up being high, a separate taxing entity should be set up and it should be made clear to citizens that this is a federal mandate and not a county instituted requirement.

OTHER BUSINESS

- ✓ **Cache County Employees Christmas Dinner** – Wednesday December 10, 2014 at 6:30 p.m.-Riverwoods Conference Center.

COUNCIL MEMBER REPORTS

Val K. Potter told the Council that Weber County Commissioners want to meet with some Cache County Council members to discuss the Summit Group and Powder Mountain Development. They proposed December 1, 2014 at 5:00 p.m. in Box Elder County or December 8 and 1:00 p.m. in Box Elder County. The Council chose December 8, 2014. Butters, Merrill, Potter and Zilles can all attend. White is also available, but feels the discussion should take place in a regular County Council meeting.

Gordon Zilles asked that the Davenport Road issue be on a future agenda for discussion. Merrill suggested it be placed on a January agenda.

Craig "W" Buttars said that Lynn Alder will be performing an energy audit on the county to determine if there can be energy savings. There is state funding available for energy saving projects.

Kathy Robison asked the Council if they want to meet with the legislators prior to the session. Zilles said he has concerns about proposed legislation eliminating penalties for some drug use. Council member White noted that the round tables during the legislative session have had better results for agricultural concerns.

Greg Merrill suggested having Council members be responsible for one or two county departments during the year. They would have communication with those departments and learn their operations and needs and be able to relay that back to the Council.

ADJOURNMENT

The Council meeting adjourned at 7:36 p.m.

ATTEST: Jill N. Zollinger
County Clerk

APPROVAL: Val K. Potter



STAFF REPORT: RASMUSSEN FARMS SUBDIVISION

06 November 2014

This staff report is an analysis of the application based on adopted county documents, standard county development practices, and available information. The report is to be used to review and consider the merits of the application. Additional information may be provided that supplements or amends this staff report.

Agent: Brian G. Lyon

Parcel ID#: 13-050-0005 and 13-050-0009

Staff Determination: Approval with conditions

Type of Action: Administrative

Land Use Authority: Cache County Council

LOCATION

Reviewed by: Stephanie Nelson - Planner I

Project Address:

5011 N. Highway 23
Cache Junction, Utah 84304

Current Zoning:

Agricultural (A10)

Acres: 104

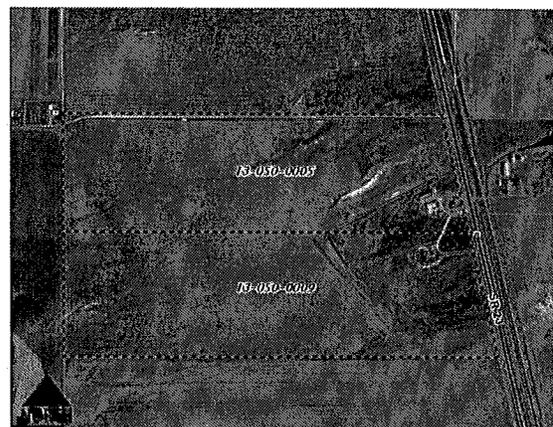
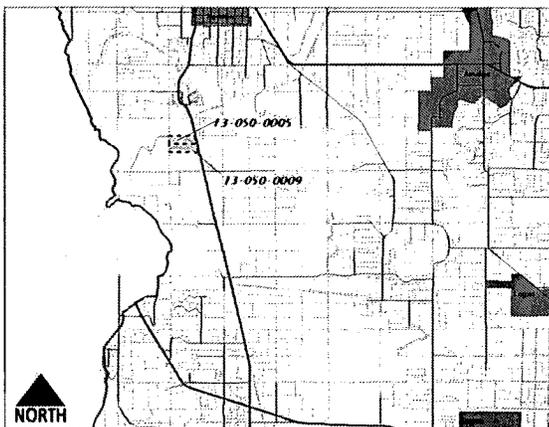
Surrounding Uses:

North – Agricultural/Residential

South – Agricultural/Residential

East – Agricultural/Residential

West – Agricultural/Residential



PURPOSE, APPLICABLE ORDINANCE, AND SUMMARY

Purpose:

To review and make a recommendation to the County Council regarding the proposed Rasmussen Farms Subdivision.

Ordinance:

As per the Cache County Zoning Ordinance Table §17.10.030 Development Density and Standards Specific to Base Zoning Districts, a development density of one (1) unit per ten (10) acres is permitted in this zone.

Summary:

This proposal is to divide legally divide parcel number(s) 13-050-0005 and 13-050-0009 into two (2) developable lots and two (2) agricultural remainders. The total developable acreage for this subdivision is 104 acres. The maximum development potential is approximately ten (10) lots. There are two existing dwellings, one on each existing parcel. Both agricultural remainders meet the minimum requirements to qualify as agriculture.

Access:

- Access to this property is from SR 23 and is adequate. No additional access points are proposed.

Water & Septic:

- An adequate, approved, domestic water right must be in place at the time of final plat recordation for all building lots within the proposed subdivision.
- The existing dwellings each have septic systems in place. The Bear River Health Department has approved this new lot configuration.

Service Provision:

- A school bus stop is located at 5631 North 7000 West, approximately 0.6 miles from the proposed subdivision.
- Water supply for fire suppression will be provided by the City of Mendon Fire Department. Access for emergency services is adequate.

Public Comment:

Notices were mailed to the property owners located within 300 feet of the subject property. At this time no public comment regarding this proposal has been received by the Development Services Department.

STAFF DETERMINATION AND FINDINGS OF FACT (4)

It is staff's determination that the Rasmussen Farms Subdivision, a 2-lot subdivision with two agricultural remainders for property located at approximately 5011 N. Highway 23 with parcel number(s) 13-050-0005 and 13-050-0009, is in conformance with the Cache County Ordinance requirements and should be forwarded to the County Council with a recommendation of approval. This determination is based on the following findings of fact:

1. The Rasmussen Farms Subdivision has been revised and amended by the conditions of project approval to address the issues and concerns raised within the public and administrative records.
2. The Rasmussen Farms Subdivision has been revised and amended by the conditions of project approval to conform to the requirements of Titles 16 and 17 of the Cache County Code and the requirements of various departments and agencies.
3. The Rasmussen Farms Subdivision conforms to the preliminary and final plat requirements of §16.03.030 and §16.03.040 of the Cache County Subdivision Ordinance.
4. The Rasmussen Farms Subdivision is compatible with surrounding land uses and will not interfere with the use and enjoyment of adjoining or area properties.

CONDITIONS OF APPROVAL (2)

The following conditions must be met for the developments to conform to the County Ordinance and the requirements of county service providers.

1. Prior to final plat recordation the proponent shall meet all applicable standards of the Cache County Ordinance.
2. An adequate, approved, domestic water right must be in place at the time of final plat recordation for all building lots within the proposed subdivision.

FORM OF CONDEMNATION LETTER

Date

*Property Owner
address*

Dear Property Owner:

In lieu of condemnation proceedings, and associated litigation, the City of Logan has agreed to purchase, through a negotiated sale, that certain real property located at *property address*, Utah and more particularly described on Exhibit "A".

You are hereby informed in writing by the undersigned representative of Cache County, a governmental entity authorized to acquire real property in the County of Cache by eminent domain, that Cache County has the power and intent to acquire your property by condemnation or eminent domain and will, in fact, acquire the property by condemnation action or proceedings for the purposes of developing a public road.

The Cache County Council has authorized me to issue this letter indicating that if you do not sell your fee title interest in the property described on Exhibit "A" to the City of Logan on a voluntary basis at fair market value, necessary steps will be undertaken to condemn your property interest by the power of eminent domain.

While Cache County believes that the acquisition of your fee title property interest constitutes an involuntary conversion of the property interest being acquired pursuant to the provisions of Section 1033 of the Internal Revenue Code, you should seek competent tax advice or legal counsel and not rely on this letter except to the extent it demonstrates the intent of Cache County.

EXHIBIT "A"

LEGAL DESCRIPTION

M. LYNN LEMON
COUNTY EXECUTIVE / SURVEYOR

199 NORTH MAIN
LOGAN, UTAH 84321
TEL: 435-755-1850
FAX: 435-755-1981



**Cache
County**
1857

COUNTY COUNCIL
VAL K. POTTER, *CHAIRMAN*
KATHY ROBISON, *VICE CHAIR*
CRAIG "W" BUTTARS
GREG MERRILL
JON WHITE
CORY YEATES
GORDON A. ZILLES

Nov. 21, 2014

Dear County Council:

Logan City, representing Cache County, has been involved for many years to develop a comprehensive long-term solid waste management system to serve County residents. Recently, those efforts have focused on developing the North Valley Landfill near Clarkston.

As an alternative, Logan has also tried to work with Box Elder County to secure an agreement whereby Cache County solid waste could be sent to a Box Elder County landfill. Early in the discussions, the prospect of an agreement whereby Logan City would become part owner in the Little Mountain Landfill as part of the Northern Utah Regional Landfill Authority (NURLA) seemed quite promising. But in April 2009 the Box Elder Commissioners unanimously voted to formally withdraw from NURLA after a 2008 citizen referendum rejected the sale of the Little Mountain Landfill to NURLA.

In March 2010 Logan City and Cache County requested a cooperative agreement with Box Elder without NURLA involvement, but the response was that Box Elder citizens had no interest in selling any part of the landfill and would not provide a shared ownership. However, the Box Elder Commission stated that it would welcome Logan City as a customer after negotiating a workable agreement. Communication efforts continued into 2011, and a proposal letter from Logan City regarding an agreement for a partnership was submitted to the Box Elder Commission for its consideration. In January 2012, the Box Elder Commission, citing resistance from citizens and other challenges, unanimously decided not to move forward with proposals to accept solid waste from Cache County.

In the years since the failed negotiations, Logan City has made significant progress on the North Valley Landfill site near Clarkston. In 2012 that site was rezoned to a Public Utility Zone. In 2013 a permit to operate a Class I landfill was obtained from the State of Utah and a Conditional Use Permit was approved by the Cache County Council. A truck route for transporting solid waste to the North Valley Landfill site was approved by the County Council in 2013, which also specified the preferred alignment of a new five mile paved access road to the new landfill.

A transfer station to be utilized for solid waste transfer to North Valley Landfill was completed in 2014 at the site of the current Logan City landfill. Preliminary roadway design for the access road has been completed and Logan City is currently acquiring right-of-ways from the property owners along the proposed road alignment. Roadway design will be complete in early 2015 with road construction following in early summer of 2015. The final step in bringing the North Valley Landfill online is the construction of the site facilities and the construction of the first lined landfill cell which is anticipated to be complete the summer of 2016. All needed funds are in place to construct the access road and for the initial landfill development.

Although Logan is in the final stages of opening the North Valley Landfill, the City was willing to pursue communication with Box Elder one last time to determine if the Little Mountain Landfill could be a viable alternative. On November 10, representatives from Logan City and Cache County met with two Box Elder Commissioners. The Commissioners indicated that Box Elder was willing to enter into a long-term agreement to accept Cache County solid waste, but Box Elder would retain full ownership of the facility. The Commissioners also suggested that a committee could be established in the future to work out the details. There was no specific proposal made as to rates, however, it was indicated that the tipping fee would probably be in the range of \$20 to \$25 per ton.

Based on the meeting with the Box Elder Commissioners and all other available information, Logan City and Cache County representatives agree that Little Mountain is not a viable alternative to the new North Valley Landfill for at least seven reasons. First, Cache County would simply be a customer at the Little Mountain site, whereas the North Valley site will provide ownership and control. Second, the North Valley location has capacity for a minimum of eighty years of solid waste, while the Box Elder location could not meet Cache County's needs for more than about fifteen years ~~without substantial expansion and upgrade. Third, the Little Mountain site is unlined. Because of liability concerns, a~~ lined cell would have to be constructed before Cache County waste could be sent to Little Mountain. Fourth, there is no guarantee that Box Elder residents would not once again oppose an agreement to bring Cache County solids wastes to Little Mountain because the route would involve trucks passing through several residential areas.

Fifth, the distance from the Logan transfer station to the North Valley Landfill is 24 miles, while the distance to Little Mountain is 34 miles. The extra 10 miles would significantly increase the transportation cost. Sixth, the operational plan for the North Valley Landfill is that the solid waste collected from the northern end of Cache County would be deposited directly in the North Valley Landfill. If Little Mountain was the destination, that waste would have to be transported all the way into to the transfer station just west of Logan. Finally and most importantly, even at the low-end rate of \$20 per ton suggested by the Box Elder Commissioners, the incremental cost of taking Cache County solid waste from the newly-constructed transfer station to Little Mountain would be far higher than the cost of taking waste from the transfer station to the proposed North Valley Landfill. Little Mountain is not a cost-efficient alternative.

Based on the available information, Logan City and Cache County agree that the North Valley Landfill is clearly the best option for Cache County solid waste and that Logan should continue with its efforts to develop that facility.

Craig Petersen
Logan City Mayor

M. Lynn Lemon
Cache County Executive

**INTERLOCAL COOPERATION ACT AGREEMENT
BETWEEN CACHE COUNTY AND THE CITIES OF NORTH LOGAN,
HYDE PARK, NEWTON AND NIBLEY**

THIS AGREEMENT is entered into this _____ day of December, 2014, between North Logan City, Utah, a municipal corporation ("North Logan"), Hyde Park City, Utah, a municipal corporation ("Hyde Park"), Newton Town, Utah, a municipal corporation ("Newton"), and Nibley City, Utah, a municipal corporation ("Nibley"), the foregoing municipal corporations sometimes collectively referred to as the "Cities," or individual as a "City," and Cache County, a political subdivision of the State of Utah ("Cache County" or the "County"), sometimes collectively referred to herein as the "Parties" and individually as a "Party," pursuant to the authority granted and in compliance with the provisions of the Utah Interlocal Cooperation Act ("Act"), Utah Code § 11-13-101 *et seq.*, and is made with reference to the following:

RECITALS

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, any two or more Utah public entities may enter into an agreement to provide for joint and cooperative action, including undertaking and financing a facility, development or improvement; and

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to delineate the Parties' respective responsibilities for the cooperative actions provided herein, including but not limited to the conversion of use process of certain property in compliance with Section 6(f) of the Land and Water Conservation Fund Act of 1965 ("LWCF"); and

WHEREAS, the Parties each find and expressly declare the undertaking herein contemplated (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Cooperation Act; and

WHEREAS, the Parties also desire to act consistent and in compliance with the purpose of the LWCF, including and particularly as it relates to the conversion of use processes under Section 6(f) of LWCF, which purpose is to assist in preserving, developing, and assuring accessibility to all citizens of present and future generations and visitors who are lawfully present such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation and to strengthen the health and vitality of the citizens; and

WHEREAS, all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each of the Parties have been or will be obtained;

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose/Objectives. The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the conversion of use of real property west of 200 East, shown as Lots 7, 8, 9 and 10 on the mutually agreed upon engineered site plans ("Site Plans") shown in Exhibit "A," attached hereto and incorporated herein by reference. The real property west of 200 East, shown as Lots 7, 8, 9 and 10 on the Site Plans is County property subject to the LWCF which shall be converted under Section 6(f) and conveyed to the Cities. The property to be utilized for replacement, in compliance with Section 6(f) of the LWCF, is shown in Exhibit "B," attached hereto and incorporated herein by reference. This Agreement shall set forth the terms by which the replacement recreational property will be distributed and developed in the Cities throughout the County, *see* Exhibit "B," attached hereto and incorporated herein by reference, in compliance with Section 6(f) of the LWCF. The cooperative conversion of use process set forth by this Agreement shall sometimes be referred to herein as the "Project." The Parties represent that the cooperative actions contemplated herein and the Site Plans comply with all applicable specifications and standards established by the County and/or any other governmental authorities or agencies whichever shall apply (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the "Governmental Entity") as well as the LWCF and its conversion of use requirements under Section 6(f). The foregoing Recitals are hereby incorporated into this Agreement by Reference.

2. Responsibilities of and Costs to be Borne by Cache County

- a. From the proceeds of the sale of the property west of 200 East, the County shall make payment in the following order of priority: (i) reimburse North Logan for George S. Eccles Ice Center utilities in the amount of \$182,000.00; (ii) reimburse Hyde Park for land purchases; (iii) reimburse North Logan, Hyde Park, Newton City, and Nibley City for expenditures and purchases of the replacement property, described herein, in connection with this Agreement for conversion of use in compliance with 6(f) of the LWCF; and (iv) share in proceeds from the sale of property west of 200 East as set forth in Exhibit "E," attached hereto and incorporated herein by reference.
- b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, the County shall share in the payment of such costs with the Cities according to the projected costs as set forth in Exhibit "D," attached hereto and incorporated herein by reference.
- c. The County will provide county Recreational, Arts, Parks, and Zoos ("RAPZ") tax funding for the development of the proposed parks in an amount up to fifty (50%) percent of the project costs. The proposed funding summary is shown in Exhibit "F," attached hereto and incorporated herein by reference.

3. Responsibilities of and Costs to be Borne by North Logan.

- a. North Logan shall, at its sole cost and expense, acquire designated parcels of land at North Logan's cost within one (1) year of the date the environmental assessment is approved by the National Park Service ("NPS"), which assessment has been submitted to the NPS for approval ("Environmental Assessment"). Specifically, North Logan shall acquire the following parcels located in North Logan, which shall be replacement property for the converted property shown as Lots 7, 8, 9 and 10 on the Site Plans in compliance with Section 6(f):
- i. Part of Parcel No. 04-088-0002; 2.37 AC; Current Zoning – RE1; Proposed Use – Active Recreation;
 - ii. Part of Parcel No. 04-223-0000; 2.5 AC; Current Zoning – RE1; Proposed Use – Active Recreation; and
 - iii. Part of Parcel No. 04-058-0029; 3.0 AC; Current Zoning – RE1; Proposed Use – Active Recreation.

See Exhibit "B-1," attached hereto and incorporated herein by reference.

- b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, North Logan shall share in the payment of such costs with the County and the other Cities according to the projected costs as set forth in Exhibit "D," attached hereto and incorporated herein by reference.
- c. North Logan shall make the Project and its responsibilities under this Agreement the only priority in applying for the RAPZ tax until such time when the Project and all of North Logan's responsibilities and obligations under the terms of this Agreement are completed.
- d. Within three (3) years of National Park Service approving the Environmental Assessment, North Logan shall develop a park on its replacement property in compliance with applicable LWCF requirements. North Logan shall pay fifty percent (50%) of the development cost of a park as a match to the Project and the County's fifty percent (50%) payment obligation for the development of a park.
- e. North Logan shall submit application to the County for the County's fifty percent (50%) share of the development costs of the park.
- f. North Logan shall be solely responsible for maintenance of the replacement property set forth above in paragraph no. 3.a, in compliance with the LWCF conversion of use program, and for any future conversions related to such property. North Logan shall be a party to the amendment to the LWCF permit as shown in Exhibit "G," attached hereto and incorporated herein by reference.

4. Responsibilities of and Costs to be Borne by Hyde Park

- a. Hyde Park shall, at its sole cost and expense, acquire designated parcels of land at Hyde Park's cost within one (1) year of the date the Environmental Assessment is approved by the National Park Service. Specifically, Hyde Park shall acquire the following parcels located in Hyde Park, which shall be replacement property for the converted property shown as Lots 7, 8, 9 and 10 on the Site Plans in compliance with Section 6(f):
 - i. Parcel No. 04-031-0017; 3.7 AC; Current Zoning – A1/RE20/R1; Proposed Use – Passive Recreation;
 - ii. Parcel No. 04-045-0015; 5.0 AC; Current Zoning – A1; Proposed Use – Active Recreation.

See Exhibit "B-2," attached hereto and incorporated herein by reference.

- b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, Hyde Park shall share in the payment of such costs with the County and the other Cities according to the projected costs as set forth in Exhibit "D," attached hereto and incorporated herein by reference.
- c. Hyde Park shall make the Project and its responsibilities under this Agreement the only priority in applying for the RAPZ tax until such time when the Project and all of Hyde Park's responsibilities and obligations under the terms of this Agreement are completed.
- d. Within three (3) years of National Park Service approving the Environmental Assessment, Hyde Park shall develop a park on its replacement property in compliance with applicable LWCF requirements. North Logan shall pay fifty percent (50%) of the development cost of a park as a match to the Project and the County's fifty percent (50%) payment obligation for the development of a park.
- e. Hyde Park shall submit application to the County for the County's fifty percent (50%) share of the development costs of the park.
- f. Hyde Park shall be solely responsible for maintenance of the replacement property set forth above in paragraph no. 4.a, in compliance with the LWCF conversion of use program, and for any future conversions related to such property. Hyde Park shall be a party to the amendment to the LWCF permit as shown in Exhibit "G," attached hereto and incorporated herein by reference.

5. Responsibilities of and Costs to be Borne by Newton

- a. Newton shall, at its sole cost and expense, acquire designated parcels of land at Newton's cost within one (1) year of the date the Environmental Assessment is approved by the National Park Service. Specifically, Newton shall acquire the following parcels located in Newton, which shall be replacement property for the converted property shown as Lots 7, 8, 9 and 10 on the Site Plans in compliance with Section 6(f):
 - i. Parcel No. 13-023-0023; 0.59 AC; Current Zoning – R1 (Residential); Proposed Use – Active Recreation; and
 - ii. Parcel No. 13-023-0028; 0.59 AC; Current Zoning – R1 (Residential); Proposed Use – Active Recreation.

See Exhibit "B-3," attached hereto and incorporated herein by reference.

- b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, Newton shall share in the payment of such costs with the County and the other Cities according to the projected costs as set forth in Exhibit "D," attached hereto and incorporated herein by reference.
- c. Newton shall make the Project and its responsibilities under this Agreement the only priority in applying for the RAPZ tax until such time when the Project and all of Newton's responsibilities and obligations under the terms of this Agreement are completed.
- d. Within three (3) years of the approval of Environmental Assessment by the National Park Service, Newton shall develop a park on its replacement property in compliance with applicable LWCF requirements. Newton shall pay fifty percent (50%) of the development cost of a park as a match to the Project and the County's fifty percent (50%) payment obligation for the development of a park.
- e. Newton shall submit application to the County for the County's fifty percent (50%) share of the development costs of the park.
- f. Newton shall be solely responsible for maintenance of the replacement property set forth above in paragraph no. 6.a, in compliance with the LWCF conversion of use program, and for any future conversions related to such property. Newton shall be a party to the amendment to the LWCF permit as shown in Exhibit "G," attached hereto and incorporated herein by reference.

6. Responsibilities of and Costs to be Borne by Nibley

- a. Nibley shall, at its sole cost and expense, acquire designated parcels of land at Nibley's cost within one (1) year of the date the Environmental Assessment is approved by the National Park Service. Specifically, Nibley shall acquire the following parcels located in Nibley, which shall be replacement property for the converted property shown as Lots 7, 8, 9 and 10 on the Site Plans in compliance with Section 6(f)::

Parcel No. 03-008-004; 20.0 AC; Current Zoning – Agricultural; Proposed Use – Active/Passive Recreation;

See Exhibit "B-4," attached hereto and incorporated herein by reference.

- b. Because the requirements under Section 6(f) for the conversion of use process mandates an environmental assessment, appraisals, surveys, concepts and boundary maps, Nibley shall share in the payment of such costs with the County and the other Cities according to the projected costs as set forth in Exhibit "D," attached hereto and incorporated herein by reference.
- c. Nibley shall make the Project and its responsibilities under this Agreement the only priority in applying for the RAPZ tax until such time when the Project and all of Nibley's responsibilities and obligations under the terms of this Agreement are completed.
- d. Within three (3) years of the approval the Environmental Assessment by the National Park Service, Nibley shall develop a park on its replacement property in compliance with applicable LWCF requirements. Nibley shall pay fifty percent (50%) of the development cost of a park as a match to the Project and the County's fifty percent (50%) payment obligation for the development of a park.
- e. Nibley shall submit application to the County for the County's fifty percent (50%) share of the development costs of the park.
- f. Nibley shall be solely responsible for maintenance of the replacement property set forth above in paragraph no. 7.a, in compliance with the LWCF conversion of use program, and for any future conversions related to such property. Nibley shall be a party to the amendment to the LWCF permit as shown in Exhibit "G," attached hereto and incorporated herein by reference.

7. Duration of Agreement and Completion Date. This Agreement shall become effective on the date it has been approved by the executive and legislative bodies of each party or as otherwise required by Utah Code § 11-13-202.5. The Agreement shall remain effective until the completion of the Project, and performance by the Parties of all terms and conditions of this Agreement, as set forth herein.

8. ~~Termination/Breach of Agreement.~~ Termination of this Agreement prior to the expiration of its term is not contemplated.

- a. Termination. This Agreement may be terminated early only upon mutual written agreement by the Parties.
- b. Breach of Agreement. The Parties recognize that any material violation or breach of this Agreement will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed appropriate, the Parties acknowledge that each Party shall be entitled to injunctive relief in the event of a material breach of this Agreement by either Party by means of specific performance or injunction, without any requirement to post a bond or other security; provided, however, that prior to seeking injunctive relief to which the non-breaching Party is hereby entitled, the non-breaching Party will give written notice of the alleged material breach to the other Party, with a request that the breach be cured within thirty (30) days of the written notice. Additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party, and shall be subject to the relief and remedies related to material breach as contained herein. The non-breaching Party shall be entitled to recovery of reasonable costs and attorney fees incurred in seeking relief as provided for under this Provision, including but not limited to injunctive relief and damages. The Parties recognize that this is a provision of critical importance in this Agreement, and that each will take any and all necessary action to enforce this Agreement.

9. Damages/Expenses. All costs, damages and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.

10. Indemnification. Each party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other parties, and the other Parties' officers, agents, employees and representatives, from and against any and all liens, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.

11. Notices. Any notice to be given by a Party to the others with respect to this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery to the other parties at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

If to Cache County: Cache County, State of Utah

Attn: _____

Email: _____

If to North Logan: North Logan City, State of Utah

Attn: _____

Email: _____

If to Hyde Park: Hyde Park City, State of Utah

Attn: _____

Email: _____

If to Newton: Newton City, State of Utah

Attn: _____

Email: _____

If to Nibley: Nibley City, State of Utah

Attn: _____

Email: _____

12. Governing Law/Disputes. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. ~~Any litigation arising hereunder must be filed in the First Judicial District Court in and for Cache County, State of Utah.~~
13. Severability of Agreement. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the Parties to the maximum extent allowed by law.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.
15. Headings and Paragraph Numbers. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.
16. Binding/Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their agents, successors-in-interest, assigns and transferees. This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
17. Authorization. The undersigned representatives of each party confirm his or her authority to execute this Agreement and represent that his or her governing body has authorized this Agreement.
18. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein. Each of the Parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.
19. Modification. This Agreement may not be changed, altered or modified without the written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have this Agreement by and through their respective duly authorized representatives as of the day and year herein above written.

Cache County: CACHE COUNTY,
 a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

North Logan: NORTH LOGAN CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

Hyde Park: HYDE PARK CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

Newton: NEWTON CITY, UTAH,
a municipal corporation

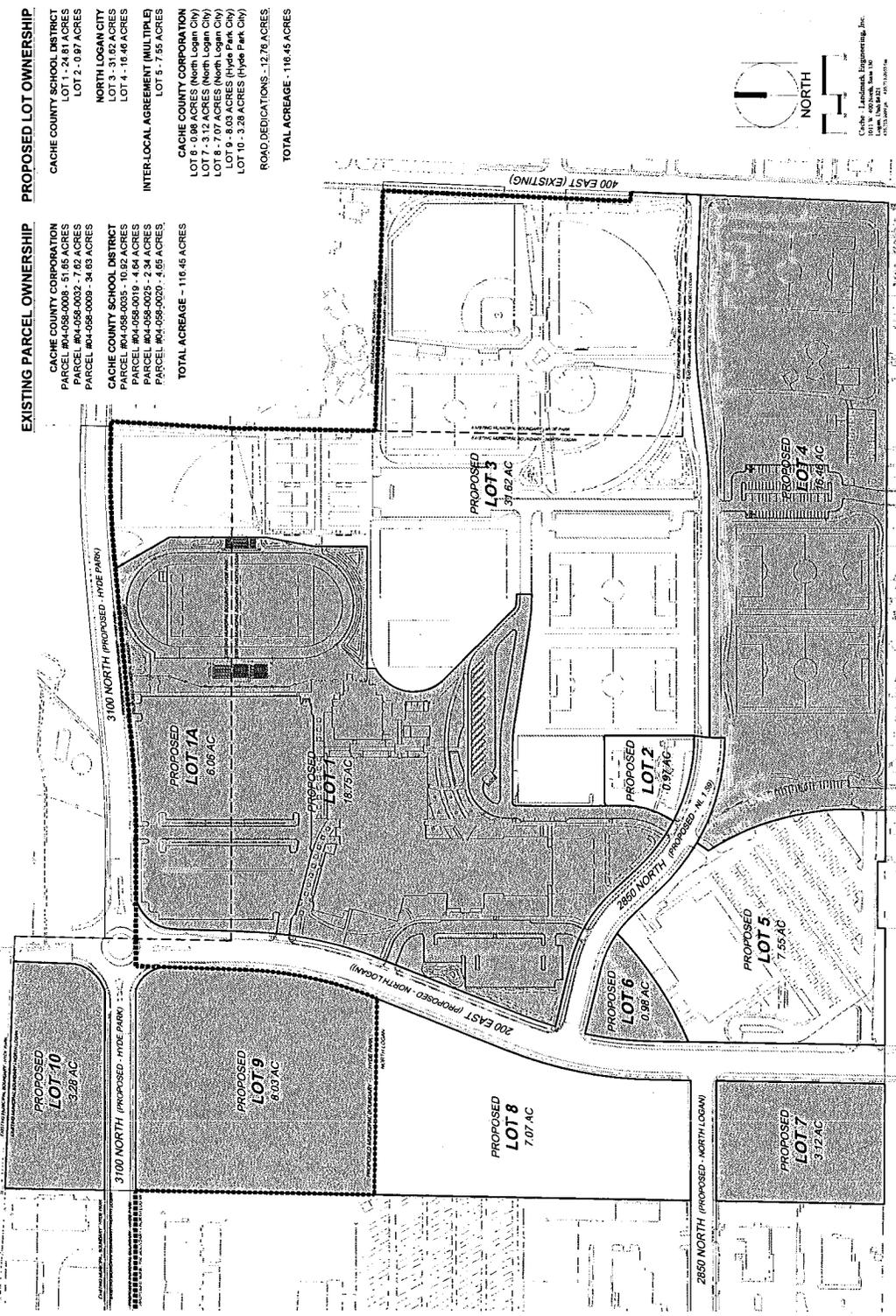
By: _____
Name (Print): _____
Its: _____

Nibley: NIBLEY CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

EXHIBIT A

(Proposed Cache Recreational Complex Site Plan and Lots)



EXISTING PARCEL OWNERSHIP

CACHE COUNTY CORPORATION
PARCEL #04-098-0032 - 7.82 ACRES
PARCEL #04-098-0003 - 34.83 ACRES

CACHE COUNTY SCHOOL DISTRICT
PARCEL #04-098-0035 - 10.92 ACRES
PARCEL #04-098-0025 - 2.34 ACRES
PARCEL #04-098-0020 - 4.65 ACRES

TOTAL ACREAGE - 116.45 ACRES

PROPOSED LOT OWNERSHIP

CACHE COUNTY SCHOOL DISTRICT
LOT 1 - 3.28 ACRES
LOT 2 - 0.97 ACRES

NORTH LOGAN CITY
LOT 3 - 31.62 ACRES
LOT 4 - 16.46 ACRES

INTER-LOCAL AGREEMENT (MULTIPLE)
LOT 5 - 7.55 ACRES

CACHE COUNTY CORPORATION
LOT 6 - 0.98 ACRES (North Logan City)
LOT 7 - 3.72 ACRES (North Logan City)
LOT 8 - 7.07 ACRES (Hyde Park City)
LOT 9 - 8.03 ACRES (Hyde Park City)
LOT 10 - 3.28 ACRES (Hyde Park City)

ROAD DEDICATIONS - 12.76 ACRES

TOTAL ACREAGE - 116.45 ACRES



Cache Landmark Engineering, Inc.
1011 W. 400 South, Suite 101
North Logan, Utah 84301
Phone: (435) 882-1111
Fax: (435) 882-1112

EXHIBIT B

(Proposed 6(f) Conversion Parcels)

(Exhibit B-1 North Logan Parcels)

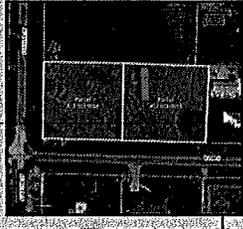
(Exhibit B-2 Hyde Park City Parcels)

(Exhibit B-3 Newton Parcels)

(Exhibit B-4 Nibley Parcel)

EXHIBIT B-3

Newton Town Parcels

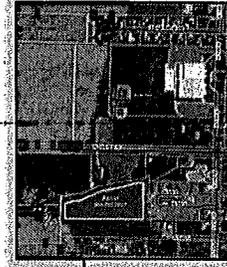


Parcel #13-023-0023
 Size - 0.59 AC
 Current Zoning - R1 (Residential)
 Proposed Use - Active Recreation

Parcel #13-023-0028
 Size - 0.59 AC
 Current Zoning - R1 (Residential)
 Proposed Use - Active Recreation

EXHIBIT B-2

Hyde Park City Parcels



Parcel #04-031-0017
 Size - 3.7 AC
 Current Zoning - A1/RE20/R1
 Proposed Use - Passive Recreation

Parcel #04-045-0015
 Size - 5.0 AC
 Current Zoning - A1
 Proposed Use - Active Recreation

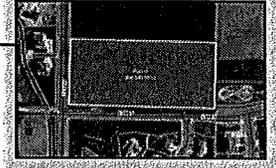


EXHIBIT B-1

North Logan City Parcels



Part of Parcel #04-088-0002
 Size - 2.37 AC
 Current Zoning - RE1
 Proposed Use - Active Recreation

Part of Parcel #04-223-0000
 Size - 2.5 AC
 Current Zoning - RE1
 Proposed Use - Active Recreation

Part of Parcel #04-058-0029
 Size - 3.0 AC
 Current Zoning - RE1
 Proposed Use - Active Recreation



EXHIBIT B-4

Nibley City Parcels



Parcel #03-008-0004
 Size - 20 AC
 Current Zoning - A10
 Proposed Use - Active Recreation



EXHIBIT B - Valley-Wide Proposed 6(f) Replacement Parcel Locations

EXHIBIT B-1

North Logan City Parcels



Part of Parcel #04-088-0002

Size - 2.37 AC

Current Zoning - RE1

Proposed Use - Active Recreation

Part of Parcel #04-223-0000

Size - 2.5 AC

Current Zoning - RE1

Proposed Use - Active Recreation

Part of Parcel #04-058-0029

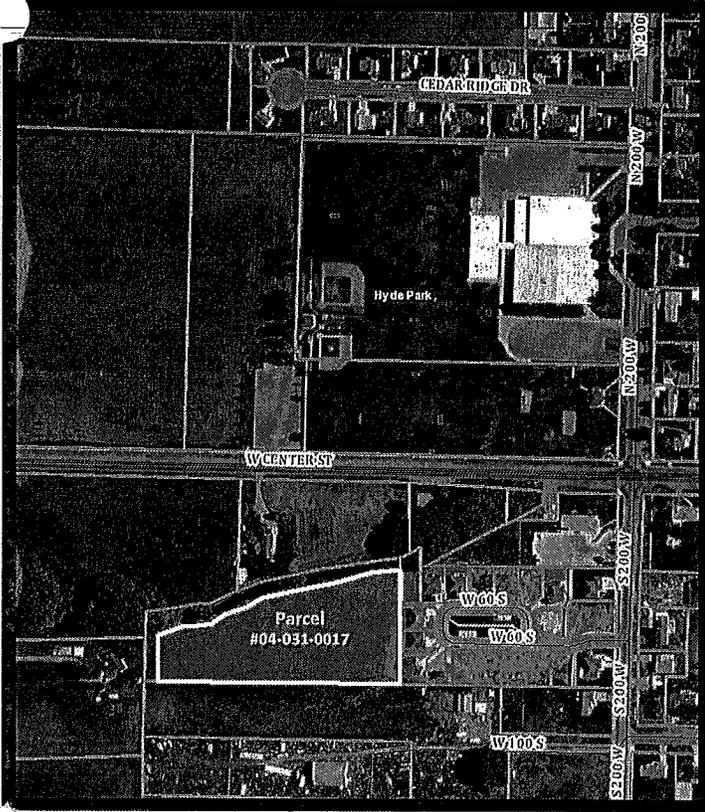
Size - 3.0 AC

Current Zoning - RE1

Proposed Use - Active Recreation

EXHIBIT B-2

Hyde Park City Parcels



Parcel #04-031-0017

Size - 3.7 AC

Current Zoning - A1/RE20/R1

Proposed Use - Passive Recreation

Parcel #04-045-0015

Size - 5.0 AC

Current Zoning - A1

Proposed Use - Active Recreation

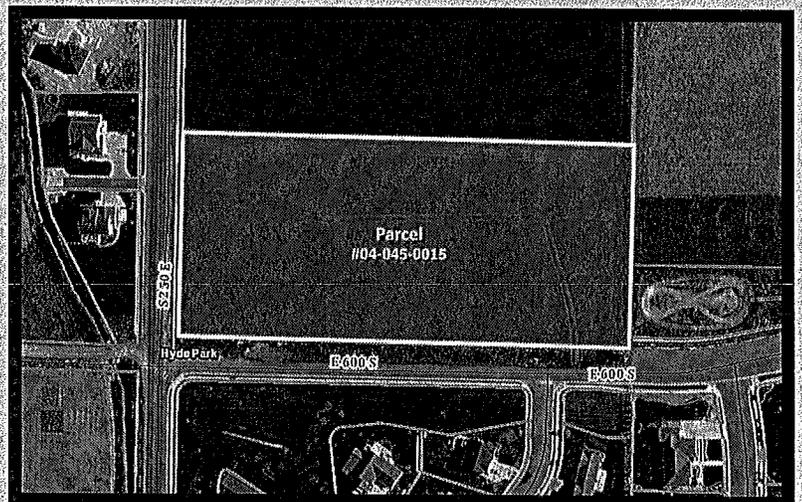


EXHIBIT B-3

Newton Town Parcels



Parcel #13-023-0023

Size - 0.59 AC

Current Zoning - R1 (Residential)

Proposed Use - Active Recreation

Parcel #13-023-0028

Size - 0.59 AC

Current Zoning - R1 (Residential)

Proposed Use - Active Recreation

EXHIBIT B-4

Nibley City Parcels



Parcel #03-008-0004

Size - 20 AC

Current Zoning - A10

Proposed Use - Active Recreation

EXHIBIT C

(Amended LWCF Permit Application)

Amendment to LWCF Agreement between the State of Utah and Participant

This Amendment to Agreement No. 49-00154 is hereby made and agreed upon this _____ day of _____, 2014. The State of Utah, acting through the Division of Parks & Recreation and North Logan, Hyde Park, Newton, and Nibley (Participants), pursuant to the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), mutually agree that the said agreement is amended as follows:

North Logan 13.79 acres to Cache Recreational Complex

North Logan 4.34 acres to Elk Ridge Park

Hyde Park 3.7 acres to Waite Park

Hyde Park 5.0 acres to 3100 North Park

Newton 1.18 acres to Town Park

Nibley 20 acres to Heritage Park

In all other respects the agreement to which this is an amendment, and the plans and specifications relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered above.

Participant

State of Utah
Division of Parks and Recreation

Authorized Signature

Fred Hayes, Director

Title

EXHIBIT D

(Estimated Cost Sharing Proposal)

E. T. D.
Estimated Cost Sharing Environmental Assessment

Proposed Cost Sharing Breakdown

	Parcels	Acreage		Acreage		Final %	Final %	Estimated Cost Sharing
		%	Conversions	%	Final			
Cache County School District	5	25%	13.79	28%	13.79	19%	24%	\$ 24,389.42
Cache County	3	15%	0.98	2%	0.98	1%	6%	\$ 6,181.81
North Logan	3	15%	4.43	9%	26.43	37%	20%	\$ 20,591.91
Hyde Park	4	20%	8.7	18%	8.7	12%	17%	\$ 16,809.36
Newton	2	10%	1.18	2%	1.18	2%	5%	\$ 4,731.48
Nibley	3	15%	20	41%	20	28%	28%	\$ 28,221.02
	20		49.08		71.08		100%	

* Does not include Surveys and Appraisals completed or Closing Costs

Estimated Costs for Environmental Assessment

Wetlands	\$ 6,000.00
Cultural Resources	\$ 3,750.00
Environmental Assessment	\$ 35,000.00
Appraisals	\$ 20,000.00
Surveys	\$ 15,000.00
Concepts	\$ 12,000.00
Contingency	\$ 9,175.00
	\$ 100,925.00

EXHIBIT E

(Proposed Property Sales Proceeds Breakdown)

EXHIBIT E
PROPERTY-200 EAST
SALE PROCEEDS BREAKDOWN

Proposed Proceeds Sharing Breakdown

	Acreage		6(f) Acreage		Final %		Projected Profit Sharing
	Conversions	%	Final	%	Share		
North Logan	4.43	17%	26.43	53%	35%	\$ 195,963.56	
Hyde Park	8	30%	9.39	19%	24%	\$ 137,705.57	
Newton	1.18	4%	1.18	2%	3%	\$ 19,155.52	
Nibley	13	49%	13	26%	37%	\$ 211,035.36	
	26.61		50		100%		

Priority Reimbursement Costs

AWHC	\$ 500,000.00
North Logan Utilities	\$ 182,000.00
Property Conversions	\$ 854,140.00
Subtotal	\$ 1,536,140.00

Estimated Project Property Sale	\$ 2,100,000.00	\$100,000 acre estimated price
Estimated Profit Availability	\$ 563,860.00	

EXHIBIT F

(Proposed Funding Summary)

6(f) Conversion and Valuation--Exhibit F

Baseline	Acres	Price (per acre)	Total Price	Description
Cache County Parcel	50.87	\$ 25,000	\$ 1,271,750	Acres to be converted / Total Value to be Converted
District Conversion Requirement				
Lot 1	18.75	\$ 25,000	\$ 468,750	
2850 N R/W	1.59	\$ 25,000	\$ 39,750	
Lot 2	0.97	\$ 25,000	\$ 24,250	
Total School Requirement			\$ 532,750	
Preferred Conversions- District Land Purchases				
Bingham	2.2		\$ 105,000	Actual Purchase * CCSD actual purchase price
Reeder	4.6		\$ 167,000	Includes the price of house purchase.
Waite	5		\$ 180,000	
Farley	2.23		\$ 67,346	Full property purchase/ In addition, Wood House \$347,729
Total School Purchase			\$ 519,346	\$ 1,118,306.00
County Purchase Price				
Parcel Purchase-Lot 1, 2, 2850 N R/W			\$ 13,404	Amount is equal to District Conversion Requirement - District Purchase Preferred Conversions
Additional Conversions Required				
Land Value Required			\$ 752,404	Remaining land value still required to convert
Proposed Estimates				
AWHC- Note	Acres		\$ 500,000	
Preferred Alternative Land Purchases			\$ 1,373,486	
Development Costs -New Parcels	34.31		\$ 5,146,500	
Development Costs - Complex	21		\$ 3,150,000	
North Logan--Utilities			\$ 180,000	
Total			\$ 10,349,986	
Funding Summary				
50% Development Costs by the City			\$ 4,148,250	
Property Sale - 200 East Property			\$ 2,100,000	
Cache County School District-County Parcel			\$ 11,100	
Cache County School District-Preferred Parcels			\$ 519,346	
Cache County School District- Road Parcel			\$ 36,157	
Cache County School District- Road Development			\$ 156,856	
Cache County School District- Impact Fees			\$ 311,303	
RAPZ			\$ 3,066,974	
Total			\$ 10,349,986	

INTERLOCAL COOPERATION ACT AGREEMENT
~~BETWEEN THE CITIES OF NORTH LOGAN AND HYDE PARK,~~
CACHE COUNTY AND THE CACHE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is entered into this ____ day of December, 2014, between North Logan City, Utah, a municipal corporation ("North Logan"), Hyde Park City, Utah, a municipal corporation ("Hyde Park"), Cache County ("Cache County"), a political subdivision of the State of Utah, and Cache County School District (the "District"), sometimes collectively referred to herein as the "Parties" and individually as a "Party," pursuant to the authority granted and in compliance with the provisions of the Utah Interlocal Cooperation Act ("Act"), Utah Code § 11-13-101 *et seq.*, and is made with reference to the following:

RECITALS

WHEREAS, the District intends to construct a new high school ("School") in North Logan, Utah; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, any two or more Utah public entities may enter into an agreement to provide for joint and cooperative action, including undertaking and financing a facility, development or improvement; and

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to delineate the Parties' respective responsibilities for the cooperative actions provided herein; and

WHEREAS, the Parties each find and expressly declare the undertaking herein contemplated (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Cooperation Act; and

WHEREAS, the Parties also desire to act consistent and in compliance with the purpose of the Land and Water Conservation Fund Act of 1965 (LWCF), including conversion of use processes under Section 6(f) of LWCF, which purpose is to assist in preserving, developing, and assuring accessibility to all citizens of present and future generations and visitors who are lawfully present such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation and to strengthen the health and vitality of the citizens; and

WHEREAS, all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each of the Parties have been or will be obtained;

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals; the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose/Objectives. ~~The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the financing,~~ construction, development and improvement of the School and related recreational area known as the Cache Recreational Complex (the "Complex"), shown as Lots 1-10 on the mutually agreed upon engineered site plans ("Site Plans") shown in Exhibit "A," attached hereto and incorporated herein by reference. The Parties represent that the construction, development and improvements contemplated herein and the Site Plans comply with all applicable specifications and standards established by the County and/or any other governmental authorities or agencies whichever shall apply (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the "Governmental Entity"). The foregoing Recitals are hereby incorporated into this Agreement by Reference.

2. Responsibilities of and Costs to be Borne by the District.
 - a. The District shall purchase real property located in Cache County, Parcel No. 04-058-0035, known as the "Farley Parcel";
 - b. The District shall purchase real property located in Cache County, Parcel No. 04-058-0020, known as the "Waite Parcel";
 - c. The District shall purchase real property located in Cache County, Parcel No. 04-058-0025, known as the "Bingham Parcel";
 - d. The District shall purchase real property located in Cache County, Parcel No. 04-058-0019, known as the "Reeder Parcel";
 - e. The District shall purchase real property from Cache County, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, attached hereto as Exhibit "B" and incorporated herein by reference;
 - f. The District shall convey by Special Warranty Deed 1/4 of Farley Parcel to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - g. The District shall convey by Special Warranty Deed the Waite, Bingham and Reeder Parcels to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - h. The District shall dedicate / donate 3100 North (east of 200 East) to Hyde Park;
 - i. The District shall dedicate / donate 200 East to North Logan CMPO Project;
 - j. The District shall design, install, construct, and/or develop, at its sole cost and expense, Cache County School District typical fields for the LWCF property as

shown in Lots 1.a, 1, 2, and 3 in the Site Plans, *see* Exhibit "A"), in compliance with ~~all applicable specifications and standards established by the~~ Governmental Entity;

- k. The District shall design, install, construct, and/or develop, at its sole cost and expense, a Crow's Nest for the Softball / Baseball Field on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- l. The District shall provide future power lines for the Tennis/Softball areas shown on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- m. The District shall, at its sole cost and expense, install, develop and construct 3100 North ("Road"), with future development and city responsible for constructing sidewalk on the north side and the installation of utilities and development of the District's 3100 North shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to Emerald Cove Subdivision, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation storm drain lines; and installation of all utility lines, The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- n. The District shall, at its sole cost and expense, install, develop and construct 2/3 of 2850 North, from 200 East to East Bus Entrance (See Exhibit C for Development Responsibilities). Installation, construction and development of the District's 2/3's of 2850 North from 200 East CMPO Project Limit Lines to East Bus Entrance of school shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to School East Entrance to bus parking lot, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- ~~o. The District shall provide matching funds required for the 1/2 construction of 200 East along the school frontage for development of fields north of 2850 North;~~
- p. The District shall complete all aspects of the project in accordance with Utah Code section 10-9a-305 related to public education entities; and
- q. The District shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D," attached hereto.

3. Responsibilities of and Costs to be Borne by the County

- a. The County shall convey real property to the District, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, *see* Exhibit "B," attached hereto;
- b. The County shall dedicate / donate 3100 North (west of 200 East) to Hyde Park;
- c. The County shall dedicate / donate 200 East and 2850 North (west of 200 East) to North Logan;
- d. The County shall convey property west of 200 East, which shall be converted in compliance with 6(f) of the LWCF. The County shall be responsible to enter into a separate Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF, for the property west of 200 East, identified in the Site Plans as Lots 7, 8, 9 and 10;
- e. From the proceeds of the sale of the property west of 200 East, the County shall make payment in the following order of priority: (i) reimburse North Logan for George S. Eccles Ice Center utilities in the amount of 182,000; (ii) reimburse Hyde Park for land purchase; (iii) reimburse North Logan, Hyde Park, Newton City, and Nibley City for expenditures and purchases in connection with the Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF; and (iv) share in additional proceeds with the City based upon percentages shown Exhibit E for the costs and expenses of development of the 6(f) converted properties per the Interlocal Agreement;
- f. The County shall transfer all water rights for LWCF Area to North Logan and School District for Lots 1, 2, 3, 4, 5 and Rights-of-way for 200 East and 2850 North, as shown in Exhibit "A";

- g. The County shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- h. The County shall abandon the North Park Equestrian Interlocal Agreement.

4. Responsibilities of and Costs to be Borne by North Logan.

- a. North Logan shall, at its sole cost and expense, install, develop and construct 200 East ("200 East" or "Road"). Installation, construction and development of 200 East shall include: (i) construction, grading and paving of a street running along from 2200 North to 3100 North, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- b. North Logan shall, at its sole cost and expense, install, develop and construct south 1/3 of 2850 North (end of 200 East project limit lines) (the "south 1/3 of 2850 North" or "Road"). Installation, construction and development of the south 1/3 of 2850 North (west of school entrance) shall include: (i) construction, grading and paving of a street running along from 200 East Project Limit Lines to school east entrance (bus east entrance), which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- c. North Logan shall, at its sole cost and expense, install, develop and construct 2850 North from school east entrance to 400 East ("Road"). Installation, construction and development of 2850 North from school east entrance to 400 East shall include: (i) construction, grading and paving of a street running along from school east entrance (bus east entrance) to 400 East, which Road shall be

publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- d. North Logan and Hyde Park shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and development of 3100 North (west of 200 East) shall include: (i) construction, grading and paving of a street running along from 200 East CMPO project limit line to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to shall be determined by development; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- e. North Logan shall design, install, construct, and/or develop, at its sole cost and expense, Cache Recreation Center (a.k.a Meadow View Park) south of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- f. North Logan shall design, install, construct, and/or develop Cache Recreation Complex north of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- g. North Logan shall enter into a separate interlocal agreement with Hyde Park for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement;
- i. North Logan shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- h. North Logan shall abandon the North Park Equestrian Interlocal Agreement.

5. Responsibilities of and Costs to be Borne by Hyde Park

- a. As noted above, Hyde Park and North Logan shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and

development of 3100 North (west of 200 East) shall include: (i) construction, grading and paving of a street running along from 200 East Project Limit Line to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road will be determined by development and City Code; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. Additionally, Hyde Park shall design, install, construct, and/or develop, at its sole cost and expense installation and construction of (i) curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (ii) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- b. Hyde Park shall enter into a separate interlocal agreement with North Logan for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement as shown in Exhibit "A";
- j. Hyde Park shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- c. Hyde Park shall abandon the North Park Equestrian Interlocal Agreement.

6. Duration of Agreement and Completion Date. This Agreement shall become effective on the date it has been approved by the executive and legislative bodies of each party or as otherwise required by Utah Code § 11-13-202.5. The Agreement shall remain effective until the completion of the various infrastructure projects, acceptance by the Parties, and performance by the Parties of all terms and conditions of this Agreement.

7. Termination/Breach of Agreement. Termination of this Agreement prior to the expiration of its term is not contemplated.

- a. Termination. This Agreement may be terminated early only upon mutual written agreement by the Parties.
- b. Breach of Agreement. The Parties recognize that any material violation or breach of this Agreement will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed appropriate, the Parties acknowledge that each Party shall be entitled to injunctive relief in the event of a material breach of this Agreement by either Party by means of specific performance or injunction, without any requirement to post a bond or other security;

provided, however, that prior to seeking injunctive relief to which the non-breaching Party is hereby entitled, the non-breaching Party will give written notice of the alleged material breach to the other Party, with a request that the breach be cured within thirty (30) days of the written notice. Additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party, and shall be subject to the relief and remedies related to material breach as contained herein. The non-breaching Party shall be entitled to recovery of reasonable costs and attorney fees incurred in seeking relief as provided for under this Provision, including but not limited to injunctive relief and damages. The Parties recognize that this is a provision of critical importance in this Agreement, and that each will take any and all necessary action to enforce this Agreement.

8. Damages/Expenses. All costs, damages and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.
9. Indemnification. Each party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other parties, and the other Parties' officers, agents, employees and representatives, from and against any and all liens, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.
10. Liens. The Parties shall keep the Complex free from any liens arising out of any work performed, materials furnished, or obligations incurred pursuant to this Agreement by, through, for or under the Parties, and shall indemnify, hold harmless and agree to defend the other Parties from any liens that may be placed on the Complex and/or the property pertaining to any work performed, materials furnished or obligations incurred pursuant to this Agreement by, through, for, or under the Parties or any of the Parties' agents, servants, employees, consultants, contractors or subcontractors. Any such liens shall be released of record within thirty (30) days of recordation.
11. Notices. Any notice to be given by a Party to the others with respect to this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery to the other parties at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any

earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

If to School District: Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County: Cache County, State of Utah

Attn: _____
Email: _____

If to North Logan: North Logan City, State of Utah

Attn: _____
Email: _____

If to Hyde Park: Hyde Park City, State of Utah

Attn: _____
Email: _____

12. Governing Law/Disputes. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any litigation arising hereunder must be filed in the First Judicial District Court in and for Cache County, State of Utah.
13. Severability of Agreement. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the Parties to the maximum extent allowed by law.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

15. Headings and Paragraph Numbers. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.
16. Binding/Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their agents, successors-in-interest, assigns and transferees. This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
17. Authorization. The undersigned representatives of each party confirm his or her authority to execute this Agreement and represent that his or her governing body has authorized this Agreement.
18. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein. Each of the Parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

Modification. This Agreement may not be changed, altered or modified without the written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have this Agreement by and through their respective duly authorized representatives as of the day and year herein above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

North Logan: NORTH LOGAN CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

Hyde Park: HYDE PARK CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

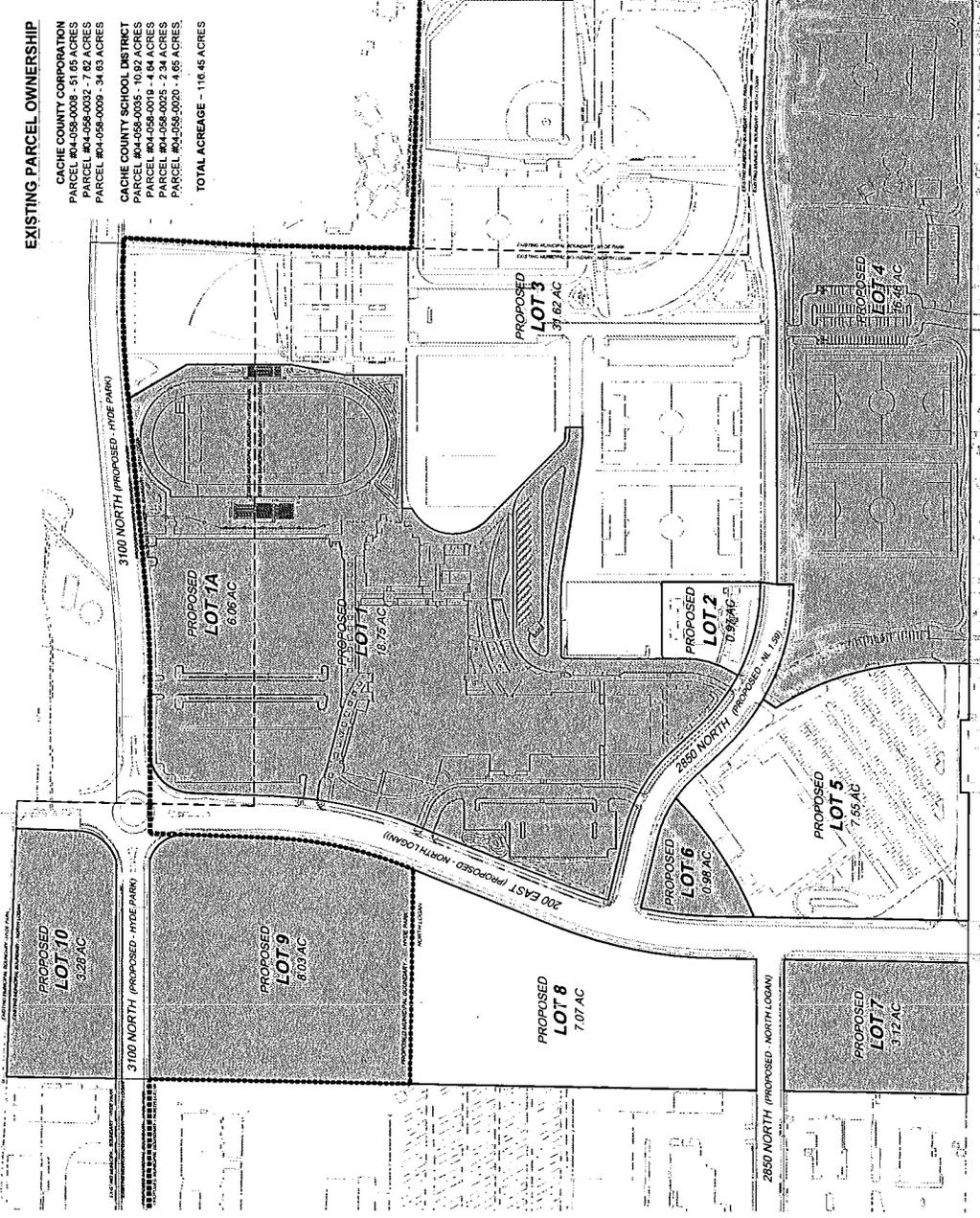
EXHIBIT A

(Proposed Cache Recreational Complex Site Plan and Lots)

Cache County School District
 November 6, 2014

EXISTING PARCEL OWNERSHIP
 CACHE COUNTY CORPORATION
 PARCEL #04-058-0008 - 51.05 ACRES
 PARCEL #04-058-0009 - 34.63 ACRES
 CACHE COUNTY SCHOOL DISTRICT
 PARCEL #04-058-0019 - 4.64 ACRES
 PARCEL #04-058-0020 - 4.65 ACRES
TOTAL ACREAGE - 116.45 ACRES

PROPOSED LOT OWNERSHIP
 CACHE COUNTY SCHOOL DISTRICT
 LOT 1 - 24.81 ACRES
 LOT 2 - 0.97 ACRES
 NORTH LOGAN CITY
 LOT 3 - 31.62 ACRES
 LOT 4 - 16.46 ACRES
 INTER-LOCAL AGREEMENT (MULTIPLE)
 LOT 5 - 7.55 ACRES
 CACHE COUNTY CORPORATION
 LOT 6 - 0.99 ACRES (North Logan City)
 LOT 7 - 3.12 ACRES (North Logan City)
 LOT 8 - 7.07 ACRES (North Logan City)
 LOT 9 - 8.03 ACRES (Hyde Park City)
 LOT 10 - 3.28 ACRES (Hyde Park City)
 ROAD DEDICATIONS - 12.79 ACRES
TOTAL ACREAGE - 116.45 ACRES



City of Eastman Engineering, Inc.
 1000 East 1000 North
 Logan, Utah 84301
 435.750.0000

North Logan High School & Meadow View Athletic Complex
 Exhibit A-Subdivision Concept Application

EXHIBIT B

(Real Property Purchase and Sale Agreement)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of this ____ day of December, 2014 (the "**Effective Date**"), by and between BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (the "**School District**"), and CACHE COUNTY, UTAH, a political subdivision of the State of Utah ("**Cache County**"). School District and Cache County are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Cache County owns certain real property located in Cache County, Utah, more particularly described in Section 1.1 below (the "**Cache County Property**" or "**Property**").

B. Subject to the terms of this Agreement, School District desires to acquire the Cache County Property from Cache County in exchange for the Cash Payment (as defined in Section 2.2), and Cache County desires to sell the Cache County Property to the School District.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Properties.

1.1. Cache County Property. The Cache County Property consists of approximately 21.31 acres of land (as determined by the "Surveys" (defined below)) and includes the following:

1.1.1 Land located in Cache County, Utah, known as 'Lot 1' and 'Lot 2' of the Cache Recreational Complex, and also known as the footprint of the planned North Logan High School, which land is shown and more particularly described on Exhibit 1.1.1, attached hereto and incorporated herein by this reference;

1.1.2 All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the Cache County Property.

1.1.3 "**Surveys**" for purposes of the Cache County Property shall be defined as the summary of appraisal on Exhibit 1.1.3, attached hereto and incorporated herein by this reference, and 'Lot 1' as described on Exhibit 1.1.1.

2. Exchange of Consideration.

2.1. Agreement to Purchase and Sell. In consideration for School District's Cash Payment as defined in Section 2.2, Cache County will grant and convey to School District, on the terms and conditions described herein, all of Cache County's interest in the Cache County Property as set forth in Section 8.2.1 and in the form of Exhibit 8.2.1 attached hereto ("**Cache County's Conveyance**").

2.2. Valuation and Allocation of Cash Payment. Subject to the terms and conditions of this Agreement, the Parties agree as follows:

2.2.1 Property Values. The Parties acknowledge that the value of the Cache County Property is Twenty-Five Thousand Dollars (\$25,000.00) per acre (the "**School District Property Value**"), as set forth in Exhibit 1.1.3.

2.2.2 Cash Payment. The amount of the cash to be paid by School District to Cache County (the "**Cash Payment**") shall be Thirteen Thousand Four Hundred Four Dollars and No/100 (\$13,404.00).

2.2.3 LWCF. The basis for the Cash Payment in compliance with the LWCF conversion of use program is set forth on the 6(f) Conversion and Valuation spreadsheet in Exhibit 2.2.3, and in the Interlocal Agreement in Exhibit 4.

2.2.4 Form of Cash Payment. The Cash Payment and Funds shall be made in United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

3. Due Diligence. The Parties' respective obligations to purchase and sell the Cache County Property shall be subject to the conditions set forth in this Section. School District, the Party acquiring property hereunder, shall be referred to herein as the "**Acquiring Party**," and Cache County, the Party conveying property hereunder, shall be referred to herein as the "**Conveying Party**."

3.1. Delivery of Documents. Within ten (10) days following the Effective Date, the Conveying Party shall deliver to the Acquiring Party a copy of any and all documents that are in the actual possession of the Conveying Party related to the property to be conveyed by the Conveying Party under this Agreement.

3.2. Investigation and Approval of Property. Unless otherwise specifically provided herein, the Acquiring Party shall have the sole and absolute responsibility to conduct such studies, surveys, inquiries and other investigations (collectively, the "**Investigations**") of the Property. Unless otherwise specifically set forth herein, all Investigations shall be conducted at the expense of the Acquiring Party. All such Investigations shall be completed prior to the "**Approval Date**," which shall be ninety (90) days following both the date the preliminary plat for the subdivision of the Cache

County Property is approved by North Logan City and Hyde Park City and the date the Environmental Assessment is approved by the National Park Service (the "**Preliminary Subdivision Date**") in accordance with the obligations set forth in Section 4. If the Approval Date lands on a holiday or weekend, the Approval Date shall be the next business day. The period of time from the date of this Agreement until and including the Approval Date shall be referred to herein as the "**Inspection Period**."

3.3. Right of Access. The Acquiring Party, and its representatives, agents, consultants, and designees shall have the right to enter upon the property to be acquired at the Acquiring Party's own cost, for any purpose in connection with its proposed acquisition, development or operation of such property. During the Inspection Period, the Acquiring Party may also obtain a Phase I environmental report covering the property it intends to acquire. The Acquiring Party hereby indemnifies the Conveying Party from any and all liabilities and losses (including mechanics' liens) arising out of such entry by the Acquiring Party or its representatives, agents, or designees.

3.4. Title. No later than ten (10) days after the Effective Date, the Conveying Party shall obtain and deliver to the other Party, at the Conveying Party's sole cost and expense, a preliminary title report or commitments for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (collectively, the "**Preliminary Title Report**") from Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, covering the Property to be conveyed by the Conveying Party.

3.5. Disapproval of Property. If the Acquiring Party determines, in the exercise of its sole and absolute discretion, that any aspect of the Property to be acquired is unsuitable or unsatisfactory for any reason whatsoever, including, without limitation, the Acquiring Party's election simply not to proceed with the purchase of the Property, the Acquiring Party may terminate this Agreement by giving written notice to the Conveying Party and Escrow Agent, as defined in Section 6, before 5:00 p.m., Mountain Standard Time on the Approval Date, in which event this Agreement shall be canceled and the Parties shall have no further obligations hereunder. Notwithstanding any provision hereof, the Parties' (i) representations, indemnifications and warranties contained in this Section 3, and (ii) obligations to restore the other Party's property, shall survive any termination or cancellation of this Agreement.

4. Approvals Development Obligations and Improvements. As part of the consideration for this Agreement, Cache County is conveying the Cache County Property to School District based upon School District obtaining all necessary approvals for the Cache County Property including but not limited to approval of the preliminary plat for the subdivision of the Property by North Logan City, approval of the Environmental Assessment by the National Park Service, and all necessary approvals from the State of Utah Land and Water Conservation Fund Program. The Parties acknowledge that notwithstanding the satisfaction of all other conditions related to the Closing of this Agreement, Cache County's obligation to complete the conveyance of the Property and the School District's obligation to complete the purchase of the Property is expressly conditioned upon the School District's faithful performance of its

obligations to obtain the foregoing necessary approvals with respect to the Property. Additionally, ~~as to development of and improvements related to the Property, the Parties~~ acknowledge an "**Interlocal Agreement**" with Cache County, North Logan City and Hyde Park City, attached hereto as Exhibit 4, which provides specific details as to the Parties' objectives and future obligations related to the Property, including application of and compliance with the LWCF program, after completion of the conveyance of the Property from Cache County to the School District.

5. **Acceptance/Condition of Property.** The Acquiring Party acknowledges that the Conveying Party has not made and does not make any representations as to the physical condition, layout, leases, rents, income, expenses, operation or any other matter or thing affecting or related to the Property to be conveyed and to this Agreement, and that neither Party is relying upon any statement or representation made by the other Party not embodied in this Agreement. The Acquiring Party hereby expressly acknowledges that no such representation has been made and agrees to take the property to be conveyed "**AS IS,**" "**WHERE IS**" and "**WITH ALL FAULTS.**"

6. **Escrow Agent and Escrow.** Within five (5) business days after the execution of this Agreement by the Parties, School District and Cache County shall open an escrow account with Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, Attn: Jim Hickman ("**Escrow Agent**"), by depositing an executed copy of this Agreement with the Escrow Agent.

7. **Closing.** The "**Closing**" shall occur at the office of the Escrow Agent on or before thirty (30) days after the Approval Date (the "**Closing Date**") or on such earlier date as the Parties may mutually agree, provided, however, that the Parties shall have the right to mutually agree in writing to extend the Closing Date.

8. **Deliveries at Closing.** The Closing of the transaction described herein is expressly conditioned upon delivery by the Parties of the items described in this Section.

8.1. **School District's Obligations.** On or before the Closing Date, School District will:

8.1.1 Deliver to Escrow Agent the Cash Payment to be paid to Cache County in accordance with the terms of Section 2.2 above; and

8.1.2 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement;

The documents required to be delivered by School District hereunder shall be collectively referred to as the "**School District Documents.**"

8.2. **Cache County's Obligations.** On or before the Closing Date, Cache County will:

~~8.2.1~~ Deliver to Escrow Agent one (1) original of a Special Warranty Deed in the form on ~~Exhibit 8.2.1~~, attached hereto and incorporated herein by this reference, duly signed and acknowledged by Cache County conveying fee simple title to the Cache County Property to School District, subject to all matters of record other than monetary liens and encumbrances (the "**Cache County Deed**"). Any monetary liens and encumbrances affecting the Cache County Property shall be paid by Cache County prior to Closing;

8.2.2 Deliver to Escrow Agent a Certificate of Non-Foreign Status;

8.2.3 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement; and

8.2.4 Deliver possession of the Cache County Property to School District, subject to the conditions of this Agreement.

The documents required to be delivered by Cache County hereunder shall be collectively referred to as the "**Cache County Documents.**"

9. Closing Costs and Prorations:

9.1. School District's Costs. School District shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of School District's Documents; and (iii) the fees and expenses of School District's attorneys, accountants, engineers, consultants, and designated representatives; (iv) the cost of the Survey and appraisal .

9.2. Cache County's Costs. Cache County shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of Cache County's Documents, if any; (iii) the cost of any ALTA Owner's Policy of Title Insurance obtained by School District; (iv) the fees and expenses of Cache County's attorneys, accountants, engineers, consultants, and designated representatives; and (v) and Preliminary Title Report.

10. Default. Except as specifically provided in this Agreement with regard to the Parties' right to terminate this Agreement: (i) in the event of a default by either Party of its obligations under this Agreement that are required to be completed prior to the Closing Date (including but not limited to the failure to satisfy any condition to Closing or the Development Obligations), the non-defaulting Party may sue for specific performance of the terms and conditions of this Agreement as its sole and exclusive remedy; (ii) in the event of a default by either Party of its obligations under this Agreement that are required to be completed after the Closing Date (including but not limited to the failure to satisfy the Development Obligations), the non-defaulting Party may sue for specific performance or monetary damages.

11. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

12. **Broker's Commissions.** If either Party involves a broker to assist it in this transaction, ~~said Party will pay all compensation due to such broker. Each Party agrees to and~~ does hereby indemnify, defend, save and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying Party in connection with the transactions covered by this Agreement.

13. **Attorney Fees.** In the event of a bona fide and undisputed default under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other Party, in enforcing this Agreement or in pursuing any remedy permitted hereunder. In the event any legal proceedings are instituted between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its court costs and reasonable attorney fees.

14. **Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Cache County or School District at the following addresses (or at such other address as Cache County or School District or the person receiving copies may designate in writing given in accordance with this Section 15):

If to School District:

Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County:

Cache County, State of Utah

Attn: _____

Email: _____

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to the Parties shall be given to Escrow Agent.

15. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Third Party Beneficiaries.** This Agreement is personal to School District and Cache County and their respective successors and assigns. There are no third party beneficiaries to this Agreement. Only the Parties hereto, or their successors and assigns, are intended to benefit from and be entitled to enforce the terms of this Agreement.

18. **Authority.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement, that all corporate and/or legislative approvals, as the case may be, have been secured and obtained, and that this Agreement is a binding obligation of the entity for which they are executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

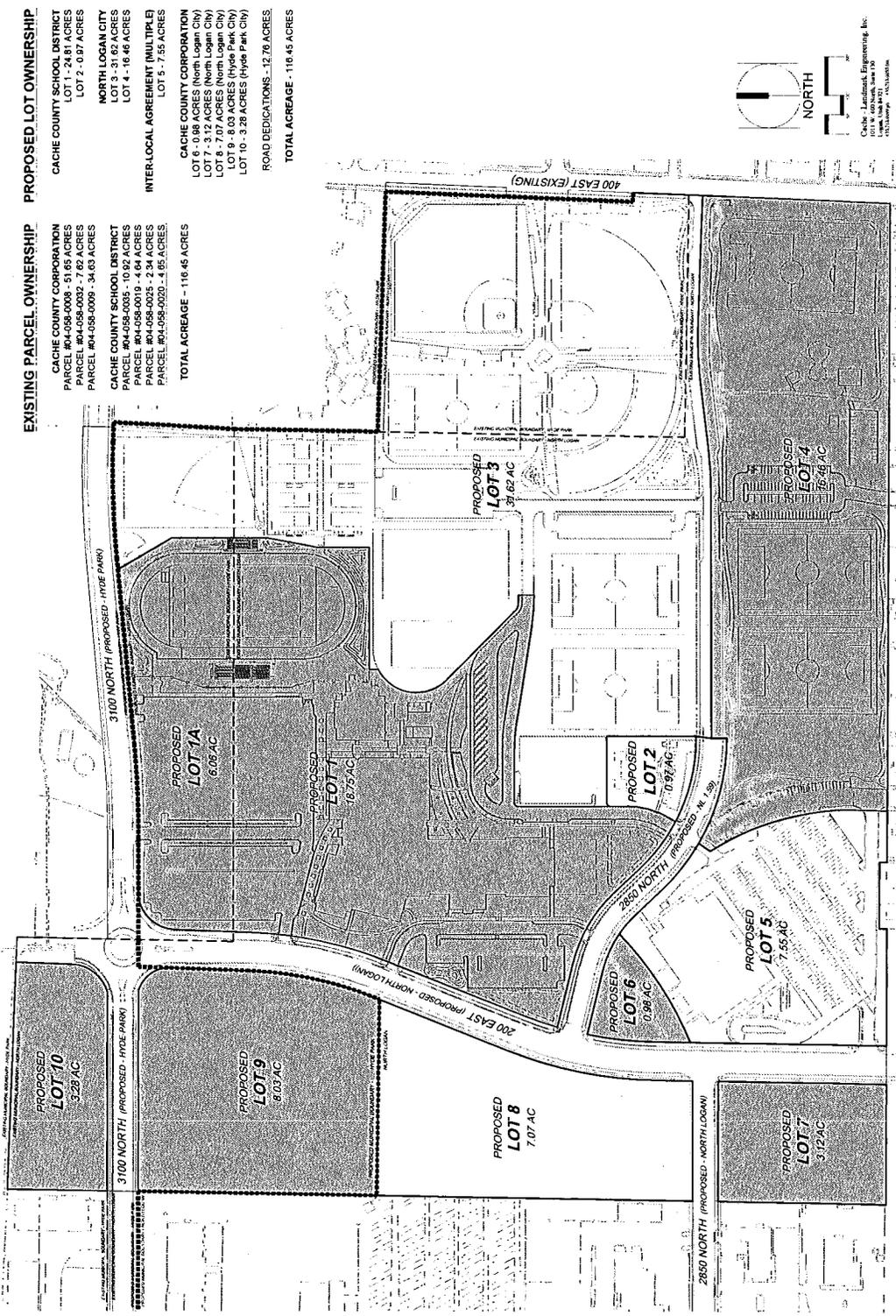
By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

EXHIBIT 1.1.1

(Plat of Cache County Property, including Lots)

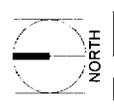


EXISTING PARCEL OWNERSHIP

CACHE COUNTY CORPORATION
 PARCEL #04-058-0008 - 51.65 ACRES
 PARCEL #04-058-0009 - 34.63 ACRES
 CACHE COUNTY SCHOOL DISTRICT
 PARCEL #04-058-0019 - 4.64 ACRES
 PARCEL #04-058-0020 - 4.65 ACRES
 PARCEL #04-058-0021 - 4.65 ACRES
TOTAL ACREAGE - 116.45 ACRES

PROPOSED LOT OWNERSHIP

CACHE COUNTY SCHOOL DISTRICT
 LOT 1 - 24.81 ACRES
 LOT 2 - 0.97 ACRES
 NORTH LOGAN CITY
 LOT 3 - 31.62 ACRES
 LOT 4 - 16.46 ACRES
 INTER-LOCAL AGREEMENT (MULTIPLE)
 LOT 5 - 7.55 ACRES
 CACHE COUNTY CORPORATION
 LOT 6 - 0.88 ACRES (North Logan City)
 LOT 7 - 312 ACRES (North Logan City)
 LOT 8 - 7.07 ACRES (North Logan City)
 LOT 9 - 8.03 ACRES (Hyde Park City)
 LOT 10 - 3.28 ACRES (Hyde Park City)
 ROAD DEDICATIONS - 12.78 ACRES
TOTAL ACREAGE - 116.45 ACRES



Cache Landmark Engineering, Inc.
 1000 N. 1000 E.
 Logan, Utah 84301
 435.753.1111
 10/20/14

EXHIBIT 1.1.3

(Summary of Appraisal of Cache County Property)

October 2, 2014

Utah Division of Parks and Recreation
c/o Susan Zarekarizi
1594 West North Temple, Suite #116
Salt Lake City, Utah 84114

Ownership: Cache County, a Municipal Corporation
County Parcel(s): 04-058-0008, 04-058-0009
and 04-058-0032

RE: 92.77 Acres of Land
2800 North 200 East
North Logan, Utah 84341

Dear Ms. Zarekarizi:

In accordance with your request, we have prepared the following narrative appraisal report on the above-referenced property. This analysis sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The subject consists of a 92.770 acre or 4,041,061 square foot tract of land located at approximately 2800 North 200 East in North Logan, Utah. A portion of the property is improved as the Eccles Ice Center, with another portion improved as Meadow View Park. For purposes of this analysis we have been instructed to disregard the improvements on these parcels and value the land only assuming it was vacant and available for development. The property is vested to Cache County, a Municipal Corporation and consists of an assemblage of three contiguous tax parcels identified by the Cache County Recorder as County Parcels 04-058-0008, 04-058-0009, and 04-058-0032. The properties are currently zoned [FR] Forest Recreation and [R-1-12] Single-Family Residential by North Logan; however, it has a future highest and best use for future single-family subdivision and development. A more detailed description of the subject is found in the following report.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Interagency Appraisal and Evaluation Guidelines; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The intended users of this report are National Park Service / US Department of the Interior and State of Utah Division of Parks and Recreation, their assigns/affiliates, and no others. The purpose of the appraisal is to determine the 'as is' market value of the subject property. The intended use of this appraisal is to assist the decision making and negotiation process with regard to a potential acquisition of the property.

The effective date of the report is September 18, 2014, the date of personal inspection of the property. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The office of Valbridge | Free and Associates previously appraised the subject property on December 20, 2013 (Appraisers' File #UT01-14-0027).

Conclusions of value have been obtained using the sales comparison approach. This is the practiced and accepted method of valuing land in the local market. Cost and income approaches typically apply to building improvements and will not be necessary for the valuation as we have been asked to value the land only assuming it was vacant and available for development. Based on current market conditions and discussions with local real estate brokers and agents, the estimated marketing time would be 12 months.

Based on the analysis contained in the following report, our value conclusions involving the subject property are summarized as follows:

Value Conclusion Summary				
Value Type	Value Premise	Interest Appraised	Effective Date	Indicated Value
Market Value "As If" Vacant	As Is	Fee Simple	September 18, 2014	\$2,320,000

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

Extraordinary Assumptions:

It is assumed that the information provided to us by the owner and county officials is accurate. Any material deviation from how this information was represented to us could result in a change in opinion of value.

Hypothetical Conditions:

This appraisal is based on the hypothetical condition that the land is vacant with no consideration given to any building or site improvements.

Ms. Susan Zarekarizi

October 2, 2014

Page 3

This letter of transmittal is *not* to be misconstrued as a complete appraisal report, but merely indicates the final value estimate developed in the following narrative appraisal report. The following narrative appraisal report provides supporting data, assumptions, and justifications for my final value conclusions. The appraisal is made subject to the general assumptions and limiting conditions stated on following pages.

Respectfully submitted,

VALBRIDGE | FREE AND ASSOCIATES, INC.



Brent T. Clark, MAI
Managing Director / Vice President

Utah State - Certified General Appraiser
License #5450417-CG00 (Exp. 6/30/15)



Brent J. Clark
Appraiser

Utah State - Licensed Appraiser
License # 7025696-LA00 (Exp. 5/31/2016)

Summary of Salient Facts

SUBJECT:	92.770 acres of land
APPROXIMATE ADDRESS:	2800 North 200 East North Logan, Utah, 84341
ASSESSOR'S PARCEL NUMBER(S):	04-058-0008, 04-058-0009, and 04-058-0032
OWNER OF RECORD:	Cache County, a Municipal Corporation
PROPERTY RIGHTS APPRAISED:	Fee Simple
ZONING:	[FR] Forest Recreation [R-1-12] Single-Family Residential
HIGHEST AND BEST USE	
As Vacant:	Low-density residential subdivision and development
As Improved:	N/A (not considered)
SITE DESCRIPTION	
Size:	92.770 acres or 4,041,061 square feet
Number of Parcels:	Three
Shape:	Irregular
Orientation:	Interior
Topography:	Basically level and at street grade with abutting roads
Street Frontage / Access:	66' on Main St. and 525' on 400 East
On-Site Improvements:	Asphalt paving, landscape, and Meadow View Park
Building Improvements:	George S. Eccles Ice Center and park improvements
Off-Site Improvements:	Asphalt paved road, curb, and gutter
Utilities:	All available
Flood Designation:	Floodscape Map #49005C0250C, dated May 24, 2011; Zone X - Minimal risk areas outside the 1-percent and 0.2- percent-annual-chance floodplains
Earthquake Hazard:	Low - Between 5 and 10 percent probability of liquefaction within the next 100 years
EXTRAORDINARY ASSUMPTIONS:	It is assumed that the information provided to us by the owner and county officials is accurate. Any material deviation from how this information was represented to us could result in a change in opinion of value.
HYPOTHETICAL CONDITIONS:	This appraisal is based on the hypothetical condition that the land is vacant with no consideration given to any building or site improvements.
VALUATION DATE:	September 18, 2014
DATE OF REPORT PREPARATION:	October 2, 2014
CONCLUDED MARKET VALUE:	\$2,320,000

EXHIBIT 4

(Cache County and School District 6(f) Conversion and Valuation-Exhibit 2.2.3)
(Interlocal Agreement)

Cache County and School District 6(f) Conversion and Valuation—Exhibit 2.2.3

District Conversion Requirement from Cache County

	Acres	Price Per Acre	Appraised Land Value
Lot 1	18.75	\$ 25,000	\$ 468,750
2850 N R/W	1.59	\$ 25,000	\$ 39,750
Lot 2	0.97	\$ 25,000	\$ 24,250
Total School Requirement			\$ 532,750

Preferred Conversions Adjacent to Existing Property

- Existing School District Land Purchases

	Acres	Appraised Land Value
Bingham	2.2	\$ 105,000
Reeder	4.6	\$ 167,000
Waite	5	\$ 180,000
Farley	2.23	\$ 67,346
Total School Purchase		\$ 519,346

Purchase Price

Parcel Purchase-Lot 1, 2, 2850 N R/W

\$ 13,404

Amount is equal to District Conversion Requirement - Preferred Conversions

INTERLOCAL COOPERATION ACT AGREEMENT
~~**BETWEEN THE CITIES OF NORTH LOGAN AND HYDE PARK,**~~
CACHE COUNTY AND THE CACHE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is entered into this ____ day of December, 2014, between North Logan City, Utah, a municipal corporation ("North Logan"), Hyde Park City, Utah, a municipal corporation ("Hyde Park"), Cache County ("Cache County"), a political subdivision of the State of Utah, and Cache County School District (the "District"), sometimes collectively referred to herein as the "Parties" and individually as a "Party," pursuant to the authority granted and in compliance with the provisions of the Utah Interlocal Cooperation Act ("Act"), Utah Code § 11-13-101 *et seq.*, and is made with reference to the following:

RECITALS

WHEREAS, the District intends to construct a new high school ("School") in North Logan, Utah; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, any two or more Utah public entities may enter into an agreement to provide for joint and cooperative action, including undertaking and financing a facility, development or improvement; and

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to delineate the Parties' respective responsibilities for the cooperative actions provided herein; and

WHEREAS, the Parties each find and expressly declare the undertaking herein contemplated (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Cooperation Act; and

WHEREAS, the Parties also desire to act consistent and in compliance with the purpose of the Land and Water Conservation Fund Act of 1965 (LWCF), including conversion of use processes under Section 6(f) of LWCF, which purpose is to assist in preserving, developing, and assuring accessibility to all citizens of present and future generations and visitors who are lawfully present such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation and to strengthen the health and vitality of the citizens; and

WHEREAS, all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each of the Parties have been or will be obtained;

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose/Objectives. The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the financing, construction, development and improvement of the School and related recreational area known as the Cache Recreational Complex (the "Complex"), shown as Lots 1-10 on the mutually agreed upon engineered site plans ("Site Plans") shown in Exhibit "A," attached hereto and incorporated herein by reference. The Parties represent that the construction, development and improvements contemplated herein and the Site Plans comply with all applicable specifications and standards established by the County and/or any other governmental authorities or agencies whichever shall apply (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the "Governmental Entity"). The foregoing Recitals are hereby incorporated into this Agreement by Reference.

2. Responsibilities of and Costs to be Borne by the District.
 - a. The District shall purchase real property located in Cache County, Parcel No. 04-058-0035, known as the "Farley Parcel";
 - b. The District shall purchase real property located in Cache County, Parcel No. 04-058-0020, known as the "Waite Parcel";
 - c. The District shall purchase real property located in Cache County, Parcel No. 04-058-0025, known as the "Bingham Parcel";
 - d. The District shall purchase real property located in Cache County, Parcel No. 04-058-0019, known as the "Reeder Parcel";
 - e. The District shall purchase real property from Cache County, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, attached hereto as Exhibit "B" and incorporated herein by reference;
 - f. The District shall convey by Special Warranty Deed 1/4 of Farley Parcel to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - g. The District shall convey by Special Warranty Deed the Waite, Bingham and Reeder Parcels to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - h. The District shall dedicate / donate 3100 North (east of 200 East) to Hyde Park;
 - i. The District shall dedicate / donate 200 East to North Logan CMPO Project;
 - j. The District shall design, install, construct, and/or develop, at its sole cost and expense, Cache County School District typical fields for the LWCF property as

shown in Lots 1.a, 1, 2, and 3 in the Site Plans, *see* Exhibit "A"), in compliance with ~~all applicable specifications and standards established by the~~ Governmental Entity;

- k. The District shall design, install, construct, and/or develop, at its sole cost and expense, a Crow's Nest for the Softball / Baseball Field on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- l. The District shall provide future power lines for the Tennis/Softball areas shown on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- m. The District shall, at its sole cost and expense, install, develop and construct 3100 North ("Road"), with future development and city responsible for constructing sidewalk on the north side and the installation of utilities and development of the District's 3100 North shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to Emerald Cove Subdivision, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation storm drain lines; and installation of all utility lines, The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- n. The District shall, at its sole cost and expense, install, develop and construct 2/3 of 2850 North, from 200 East to East Bus Entrance (See Exhibit C for Development Responsibilities). Installation, construction and development of the District's 2/3's of 2850 North from 200 East CMPO Project Limit Lines to East Bus Entrance of school shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to School East Entrance to bus parking lot, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- ~~o. The District shall provide matching funds required for the 1/2 construction of 200 East along the school frontage for development of fields north of 2850 North;~~
- p. The District shall complete all aspects of the project in accordance with Utah Code section 10-9a-305 related to public education entities; and
- q. The District shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D," attached hereto.

3. Responsibilities of and Costs to be Borne by the County

- a. The County shall convey real property to the District, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, *see* Exhibit "B," attached hereto;
- b. The County shall dedicate / donate 3100 North (west of 200 East) to Hyde Park;
- c. The County shall dedicate / donate 200 East and 2850 North (west of 200 East) to North Logan;
- d. The County shall convey property west of 200 East, which shall be converted in compliance with 6(f) of the LWCF. The County shall be responsible to enter into a separate Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF, for the property west of 200 East, identified in the Site Plans as Lots 7, 8, 9 and 10;
- e. From the proceeds of the sale of the property west of 200 East, the County shall make payment in the following order of priority: (i) reimburse North Logan for George S. Eccles Ice Center utilities in the amount of 182,000; (ii) reimburse Hyde Park for land purchase; (iii) reimburse North Logan, Hyde Park, Newton City, and Nibley City for expenditures and purchases in connection with the Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF; and (iv) share in additional proceeds with the City based upon percentages shown Exhibit E for the costs and expenses of development of the 6(f) converted properties per the Interlocal Agreement;
- f. The County shall transfer all water rights for LWCF Area to North Logan and School District for Lots 1, 2, 3, 4, 5 and Rights-of-way for 200 East and 2850 North, -as shown in Exhibit "A";

g. The County shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D", and.

h. The County shall abandon the North Park Equestrian Interlocal Agreement.

4. Responsibilities of and Costs to be Borne by North Logan.

a. North Logan shall, at its sole cost and expense, install, develop and construct 200 East ("200 East" or "Road"). Installation, construction and development of 200 East shall include: (i) construction, grading and paving of a street running along from 2200 North to 3100 North, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

b. North Logan shall, at its sole cost and expense, install, develop and construct south 1/3 of 2850 North (end of 200 East project limit lines) (the "south 1/3 of 2850 North" or "Road"). Installation, construction and development of the south 1/3 of 2850 North (west of school entrance) shall include: (i) construction, grading and paving of a street running along from 200 East Project Limit Lines to school east entrance (bus east entrance), which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

c. North Logan shall, at its sole cost and expense, install, develop and construct 2850 North from school east entrance to 400 East ("Road"). Installation, construction and development of 2850 North from school east entrance to 400 East shall include: (i) construction, grading and paving of a street running along from school east entrance (bus east entrance) to 400 East, which Road shall be

publicly dedicated; (ii) access points for vehicular ingress and egress ~~connecting the Road as shown on the Site Plans;~~ (iii) ~~fire hydrants, if any, as~~ may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- d. North Logan and Hyde Park shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and development of 3100 North (west of 200 East) shall include: (i) construction, grading and paving of a street running along from 200 East CMPO project limit line to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to shall be determined by development; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- e. North Logan shall design, install, construct, and/or develop, at its sole cost and expense, Cache Recreation Center (a.k.a Meadow View Park) south of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- f. North Logan shall design, install, construct, and/or develop Cache Recreation Complex north of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- g. North Logan shall enter into a separate interlocal agreement with Hyde Park for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement;
- i. North Logan shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- h. North Logan shall abandon the North Park Equestrian Interlocal Agreement.

5. Responsibilities of and Costs to be Borne by Hyde Park

- a. As noted above, Hyde Park and North Logan shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and

development of 3100 North (west of 200 East) shall include: (i) construction, ~~grading and paving of a street running along from 200 East Project Limit Line~~ to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road will be determined by development and City Code; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. Additionally, Hyde Park shall design, install, construct, and/or develop, at its sole cost and expense installation and construction of (i) curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (ii) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- b. Hyde Park shall enter into a separate interlocal agreement with North Logan for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement as shown in Exhibit "A";
- j. Hyde Park shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- c. Hyde Park shall abandon the North Park Equestrian Interlocal Agreement.

6. Duration of Agreement and Completion Date. This Agreement shall become effective on the date it has been approved by the executive and legislative bodies of each party or as otherwise required by Utah Code § 11-13-202.5. The Agreement shall remain effective until the completion of the various infrastructure projects, acceptance by the Parties, and performance by the Parties of all terms and conditions of this Agreement.

7. Termination/Breach of Agreement. Termination of this Agreement prior to the expiration of its term is not contemplated.

- a. Termination. This Agreement may be terminated early only upon mutual written agreement by the Parties.
- b. Breach of Agreement. The Parties recognize that any material violation or breach of this Agreement will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed appropriate, the Parties acknowledge that each Party shall be entitled to injunctive relief in the event of a material breach of this Agreement by either Party by means of specific performance or injunction, without any requirement to post a bond or other security;

provided, however, that prior to seeking injunctive relief to which the non-breaching Party is hereby entitled, the non-breaching Party will give written notice of the alleged material breach to the other Party, with a request that the breach be cured within thirty (30) days of the written notice. Additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party, and shall be subject to the relief and remedies related to material breach as contained herein. The non-breaching Party shall be entitled to recovery of reasonable costs and attorney fees incurred in seeking relief as provided for under this Provision, including but not limited to injunctive relief and damages. The Parties recognize that this is a provision of critical importance in this Agreement, and that each will take any and all necessary action to enforce this Agreement.

8. Damages/Expenses. All costs, damages and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.
9. Indemnification. Each party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other parties, and the other Parties' officers, agents, employees and representatives, from and against any and all liens, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.
10. Liens. The Parties shall keep the Complex free from any liens arising out of any work performed, materials furnished, or obligations incurred pursuant to this Agreement by, through, for or under the Parties, and shall indemnify, hold harmless and agree to defend the other Parties from any liens that may be placed on the Complex and/or the property pertaining to any work performed, materials furnished or obligations incurred pursuant to this Agreement by, through, for, or under the Parties or any of the Parties' agents, servants, employees, consultants, contractors or subcontractors. Any such liens shall be released of record within thirty (30) days of recordation.
11. Notices. Any notice to be given by a Party to the others with respect to this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery to the other parties at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any

earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

If to School District: Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County: Cache County, State of Utah

Attn: _____
Email: _____

If to North Logan: North Logan City, State of Utah

Attn: _____
Email: _____

If to Hyde Park: Hyde Park City, State of Utah

Attn: _____
Email: _____

12. Governing Law/Disputes. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any litigation arising hereunder must be filed in the First Judicial District Court in and for Cache County, State of Utah.
13. Severability of Agreement. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the Parties to the maximum extent allowed by law.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

15. Headings and Paragraph Numbers. ~~Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction of effect of this Agreement.~~
16. Binding/Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their agents, successors-in-interest, assigns and transferees. This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
17. Authorization. The undersigned representatives of each party confirm his or her authority to execute this Agreement and represent that his or her governing body has authorized this Agreement.
18. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein. Each of the Parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

Modification. This Agreement may not be changed, altered or modified without the written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have this Agreement by and through their respective duly authorized representatives as of the day and year herein above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

North Logan: NORTH LOGAN CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

Hyde Park: HYDE PARK CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

EXHIBIT A

(Proposed Cache Recreational Complex Site Plan and Lots)

Cache County School District

North Logan High School & Meadow View Athletic Complex

Exhibit A-Subdivision Concept Application



EXHIBIT B

(Real Property Purchase and Sale Agreement)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made as of this _____ day of December, 2014 (the “**Effective Date**”), by and between BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (the “**School District**”), and CACHE COUNTY, UTAH, a political subdivision of the State of Utah (“**Cache County**”). School District and Cache County are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS

A. Cache County owns certain real property located in Cache County, Utah, more particularly described in Section 1.1 below (the “**Cache County Property**” or “**Property**”).

B. Subject to the terms of this Agreement, School District desires to acquire the Cache County Property from Cache County in exchange for the Cash Payment (as defined in Section 2.2), and Cache County desires to sell the Cache County Property to the School District.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Properties.

1.1. Cache County Property. The Cache County Property consists of approximately 21.31 acres of land (as determined by the “**Surveys**” (defined below)) and includes the following:

1.1.1 Land located in Cache County, Utah, known as ‘Lot 1’ and ‘Lot 2’ of the Cache Recreational Complex, and also known as the footprint of the planned North Logan High School, which land is shown and more particularly described on Exhibit 1.1.1, attached hereto and incorporated herein by this reference;

1.1.2 All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the Cache County Property.

1.1.3 “**Surveys**” for purposes of the Cache County Property shall be defined as the appraisal on Exhibit 1.1.3, attached hereto and incorporated herein by this reference, and ‘Lot 1’ as described on Exhibit 1.1.1.

2. Exchange of Consideration.

2.1. Agreement to Purchase and Sell. In consideration for School District's Cash Payment as defined in Section 2.2, Cache County will grant and convey to School District, on the terms and conditions described herein, all of Cache County's interest in the Cache County Property as set forth in Section 8.2.1 and in the form of Exhibit 8.2.1 attached hereto ("**Cache County's Conveyance**").

2.2. Valuation and Allocation of Cash Payment. Subject to the terms and conditions of this Agreement, the Parties agree as follows:

2.2.1 Property Values. The Parties acknowledge that the value of the Cache County Property is Twenty-Five Thousand Dollars (\$25,000.00) per acre (the "**School District Property Value**"), as set forth in Exhibit 1.1.3.

2.2.2 Cash Payment. The amount of the cash to be paid by School District to Cache County (the "**Cash Payment**") shall be Eleven Thousand One Hundred Dollars and No/100 (\$13,404.00).

2.2.3 LWCF. The basis for the Cash Payment in compliance with the LWCF conversion of use program is set forth on the 6(f) Conversion and Valuation spreadsheet in Exhibit 2.2.3, and in the Interlocal Agreement in Exhibit 4.

2.2.4 Form of Cash Payment. The Cash Payment and Funds shall be made in United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

3. Due Diligence. The Parties' respective obligations to purchase and sell the Cache County Property shall be subject to the conditions set forth in this Section. School District, the Party acquiring property hereunder, shall be referred to herein as the "**Acquiring Party**," and Cache County, the Party conveying property hereunder, shall be referred to herein as the "**Conveying Party**."

3.1. Delivery of Documents. Within ten (10) days following the Effective Date, the Conveying Party shall deliver to the Acquiring Party a copy of any and all documents that are in the actual possession of the Conveying Party related to the property to be conveyed by the Conveying Party under this Agreement.

3.2. Investigation and Approval of Property. Unless otherwise specifically provided herein, the Acquiring Party shall have the sole and absolute responsibility to conduct such studies, surveys, inquiries and other investigations (collectively, the "**Investigations**") of the Property. Unless otherwise specifically set forth herein, all Investigations shall be conducted at the expense of the Acquiring Party. All such Investigations shall be completed prior to the "**Approval Date**," which shall be ninety (90) days following both the date the preliminary plat for the subdivision of the Cache

County Property is approved by North Logan City and Hyde Park City and the date the Environmental Assessment is approved by the National Park Service (the "**Preliminary Subdivision Date**") in accordance with the obligations set forth in Section 4. If the Approval Date lands on a holiday or weekend, the Approval Date shall be the next business day. The period of time from the date of this Agreement until and including the Approval Date shall be referred to herein as the "**Inspection Period**."

3.3. Right of Access. The Acquiring Party, and its representatives, agents, consultants, and designees shall have the right to enter upon the property to be acquired at the Acquiring Party's own cost, for any purpose in connection with its proposed acquisition, development or operation of such property. During the Inspection Period, the Acquiring Party may also obtain a Phase I environmental report covering the property it intends to acquire. The Acquiring Party hereby indemnifies the Conveying Party from any and all liabilities and losses (including mechanics' liens) arising out of such entry by the Acquiring Party or its representatives, agents, or designees.

3.4. Title. No later than ten (10) days after the Effective Date, the Conveying Party shall obtain and deliver to the other Party, at the Conveying Party's sole cost and expense, a preliminary title report or commitments for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (collectively, the "**Preliminary Title Report**") from Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, covering the Property to be conveyed by the Conveying Party.

3.5. Disapproval of Property. If the Acquiring Party determines, in the exercise of its sole and absolute discretion, that any aspect of the Property to be acquired is unsuitable or unsatisfactory for any reason whatsoever, including, without limitation, the Acquiring Party's election simply not to proceed with the purchase of the Property, the Acquiring Party may terminate this Agreement by giving written notice to the Conveying Party and Escrow Agent, as defined in Section 6, before 5:00 p.m., Mountain Standard Time on the Approval Date, in which event this Agreement shall be canceled and the Parties shall have no further obligations hereunder. Notwithstanding any provision hereof, the Parties' (i) representations, indemnifications and warranties contained in this Section 3, and (ii) obligations to restore the other Party's property, shall survive any termination or cancellation of this Agreement.

4. Approvals, Development Obligations and Improvements. As part of the consideration for this Agreement, Cache County is conveying the Cache County Property to School District based upon School District obtaining all necessary approvals for the Cache County Property including but not limited to approval of the preliminary plat for the subdivision of the Property by North Logan City, approval of the Environmental Assessment by the National Park Service, and all necessary approvals from the State of Utah Land and Water Conservation Fund Program. The Parties acknowledge that notwithstanding the satisfaction of all other conditions related to the Closing of this Agreement, Cache County's obligation to complete the conveyance of the Property and the School District's obligation to complete the purchase of the Property is expressly conditioned upon the School District's faithful performance of its

obligations to obtain the foregoing necessary approvals with respect to the Property. Additionally, ~~as to development of and improvements related to the Property, the Parties~~ acknowledge an **"Interlocal Agreement"** with Cache County, North Logan City and Hyde Park City, attached hereto as Exhibit 4, which provides specific details as to the Parties' objectives and future obligations related to the Property, including application of and compliance with the LWCF program, after completion of the conveyance of the Property from Cache County to the School District.

5. **Acceptance/Condition of Property.** The Acquiring Party acknowledges that the Conveying Party has not made and does not make any representations as to the physical condition, layout, leases, rents, income, expenses, operation or any other matter or thing affecting or related to the Property to be conveyed and to this Agreement, and that neither Party is relying upon any statement or representation made by the other Party not embodied in this Agreement. The Acquiring Party hereby expressly acknowledges that no such representation has been made and agrees to take the property to be conveyed **"AS IS," "WHERE IS" and "WITH ALL FAULTS."**

6. **Escrow Agent and Escrow.** Within five (5) business days after the execution of this Agreement by the Parties, School District and Cache County shall open an escrow account with Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, Attn: Jim Hickman (**"Escrow Agent"**), by depositing an executed copy of this Agreement with the Escrow Agent.

7. **Closing.** The **"Closing"** shall occur at the office of the Escrow Agent on or before thirty (30) days after the Approval Date (the **"Closing Date"**) or on such earlier date as the Parties may mutually agree, provided, however, that the Parties shall have the right to mutually agree in writing to extend the Closing Date.

8. **Deliveries at Closing.** The Closing of the transaction described herein is expressly conditioned upon delivery by the Parties of the items described in this Section.

8.1. **School District's Obligations.** On or before the Closing Date, School District will:

8.1.1 Deliver to Escrow Agent the Cash Payment to be paid to Cache County in accordance with the terms of Section 2.2 above; and

8.1.2 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement;

The documents required to be delivered by School District hereunder shall be collectively referred to as the **"School District Documents."**

8.2. **Cache County's Obligations.** On or before the Closing Date, Cache County will:

8.2.1 Deliver to Escrow Agent one (1) original of a Special Warranty Deed in the form on ~~Exhibit 8.2.1~~, attached hereto and incorporated herein by this reference, duly signed and acknowledged by Cache County conveying fee simple title to the Cache County Property to School District, subject to all matters of record other than monetary liens and encumbrances (the "**Cache County Deed**"). Any monetary liens and encumbrances affecting the Cache County Property shall be paid by Cache County prior to Closing;

8.2.2 Deliver to Escrow Agent a Certificate of Non-Foreign Status;

8.2.3 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement; and

8.2.4 Deliver possession of the Cache County Property to School District, subject to the conditions of this Agreement.

The documents required to be delivered by Cache County hereunder shall be collectively referred to as the "**Cache County Documents.**"

9. Closing Costs and Prorations:

9.1. School District's Costs. School District shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of School District's Documents; and (iii) the fees and expenses of School District's attorneys, accountants, engineers, consultants, and designated representatives; (iv) the cost of the Survey and appraisal .

9.2. Cache County's Costs. Cache County shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of Cache County's Documents, if any; (iii) the cost of any ALTA Owner's Policy of Title Insurance obtained by School District; (iv) the fees and expenses of Cache County's attorneys, accountants, engineers, consultants, and designated representatives; and (v) and Preliminary Title Report.

10. Default. Except as specifically provided in this Agreement with regard to the Parties' right to terminate this Agreement: (i) in the event of a default by either Party of its obligations under this Agreement that are required to be completed prior to the Closing Date (including but not limited to the failure to satisfy any condition to Closing or the Development Obligations), the non-defaulting Party may sue for specific performance of the terms and conditions of this Agreement as its sole and exclusive remedy; (ii) in the event of a default by either Party of its obligations under this Agreement that are required to be completed after the Closing Date (including but not limited to the failure to satisfy the Development Obligations), the non-defaulting Party may sue for specific performance or monetary damages.

11. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

12. **Broker's Commissions.** ~~If either Party involves a broker to assist it in this transaction, said Party will pay all compensation due to such broker. Each Party agrees to and~~ does hereby indemnify, defend, save and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying Party in connection with the transactions covered by this Agreement.

13. **Attorney Fees.** In the event of a bona fide and undisputed default under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other Party, in enforcing this Agreement or in pursuing any remedy permitted hereunder. In the event any legal proceedings are instituted between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its court costs and reasonable attorney fees.

14. **Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Cache County or School District at the following addresses (or at such other address as Cache County or School District or the person receiving copies may designate in writing given in accordance with this Section 15):

If to School District:

Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County:

Cache County, State of Utah

Attn: _____

Email: _____

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to the Parties shall be given to Escrow Agent.

15. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Third Party Beneficiaries.** This Agreement is personal to School District and Cache County and their respective successors and assigns. There are no third party beneficiaries to this Agreement. Only the Parties hereto, or their successors and assigns, are intended to benefit from and be entitled to enforce the terms of this Agreement.

18. **Authority.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement, that all corporate and/or legislative approvals, as the case may be, have been secured and obtained, and that this Agreement is a binding obligation of the entity for which they are executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

EXHIBIT 1.1.1

(Plat of Cache County Property, including Lots)

EXHIBIT 1.1.3

(Appraisal of Cache County Property)

EXHIBIT 4

(Interlocal Agreement)

EXHIBIT 8.2.1

(The Cache County Deed)

WHEN RECORDED, MAIL TO:
Board Education of Cache County School District
Attn: Dale Hansen
2063 North 2100 East
North Logan, Utah 84341

Tax Parcel _____

(space above reserved for Recorder's use only)

SPECIAL WARRANTY DEED

CACHE COUNTY, a political subdivision of the State of Utah ("**Grantor**"), hereby conveys and warrants against all claiming by, through or under Grantor only, to BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 2063 North 2100 East, North Logan, Utah 84341, ("**Grantee**"), for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Cache County, Utah:

See legal description on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO all easements, claims of easements, rights-of-way, zoning regulations, matters which would be disclosed by a proper survey, and other matters appearing of record (but excluding any mortgages, trust deeds, or other liens securing monetary obligations).

Grantor for himself and for his successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and exclude all other covenants arising or to arise by statute or otherwise, express or implied.

[signatures and acknowledgments to follow]

Exhibit A

to the Cache County Deed

(Legal description of the Cache County Property)

Legal description of the Cache County Property

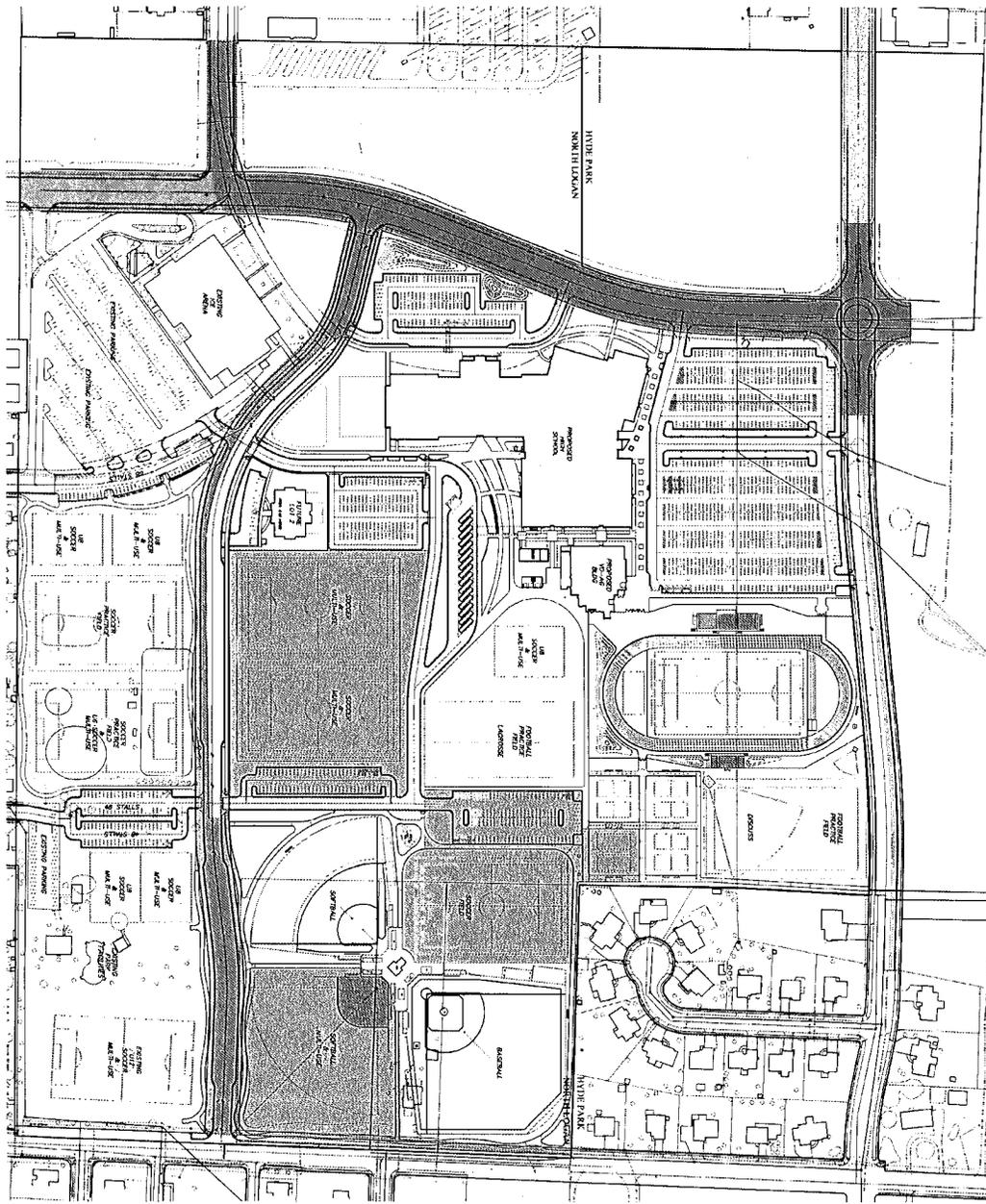
Lot 1, Cache Recreational Complex

Lot 2, Cache Recreational Complex

2850 North Street as defined by the Cache Recreational Complex Subdivision Plat

EXHIBIT C

(Development Responsibilities)



- DEVELOPMENT AREAS**
- LIGHT NORTH LOGAN
 - NORTH LOGAN PARK
 - NORTH LOGAN ROAD
 - HYDE PARK ROAD



North Logan High School & Meadow View Athletic Complex
DEVELOPMENT PLAN

Cache County School District
 OCTOBER 8, 2014

EXHIBIT D

(Estimated Cost Sharing Proposal)

Estimated Cost Sharing Environmental Assessment

Proposed Cost Sharing Breakdown

	Parcels	Acreage			Acreage			Final %	Final %	Estimated Cost Sharing
		%	Conversions	%	Final	%	Final			
Cache County School District	5	25%	13.79	28%	13.79	19%	13.79	24%	\$ 24,389.42	
Cache County	3	15%	0.98	2%	0.98	1%	0.98	6%	\$ 6,181.81	
North Logan	3	15%	4.43	9%	26.43	37%	26.43	20%	\$ 20,591.91	
Hyde Park	4	20%	8.7	18%	8.7	12%	8.7	17%	\$ 16,809.36	
Newton	2	10%	1.18	2%	1.18	2%	1.18	5%	\$ 4,731.48	
Nibley	3	15%	20	41%	20	28%	20	28%	\$ 28,221.02	
	20		49.08		71.08		71.08	100%		

* Does not include Surveys and Appraisals completed or Closing Costs

Estimated Costs for Environmental Assessment

Wetlands	\$ 6,000.00
Cultural Resources	\$ 3,750.00
Environmental Assessment	\$ 35,000.00
Appraisals	\$ 20,000.00
Surveys	\$ 15,000.00
Concepts	\$ 12,000.00
Contingency	\$ 9,175.00
	\$ 100,925.00

EXHIBIT E

(Proposed Property Sales Proceeds Breakdown)

EXHIBIT E
 PROPERTY - 200 EAST
 SALE PROCEEDS BREAKDOWN

Proposed Proceeds Sharing Breakdown

	Acreage Conversions	%	6(f) Acreage Final	%	Final % Share	Projected Profit Sharing
North Logan	4.43	17%	26.43	53%	35%	\$ 195,963.56
Hyde Park	8	30%	9.39	19%	24%	\$ 137,705.57
Newton	1.18	4%	1.18	2%	3%	\$ 19,155.52
Nibley	13	49%	13	26%	37%	\$ 211,035.36
	26.61		50		100%	

Priority Reimbursement Costs

AWHC	\$ 500,000.00
North Logan Utilities	\$ 182,000.00
Property Conversions	\$ 854,140.00
Subtotal	\$ 1,536,140.00

Estimated Project Property Sale	\$ 2,100,000.00	\$100,000 acre estimated price
Estimated Profit Availability	\$ 563,860.00	

EXHIBIT 8.2.1

(The Cache County Deed)

WHEN RECORDED, MAIL TO:

Board Education of Cache County School District

Attn: Dale Hansen

2063 North 2100 East

North Logan, Utah 84341

Tax Parcel _____

(space above reserved for Recorder's use only)

SPECIAL WARRANTY DEED

CACHE COUNTY, a political subdivision of the State of Utah ("**Grantor**"), hereby conveys and warrants against all claiming by, through or under Grantor only, to BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 2063 North 2100 East, North Logan, Utah 84341, ("**Grantee**"), for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Cache County, Utah:

See legal description on Exhibit A attached hereto and incorporated by reference herein.

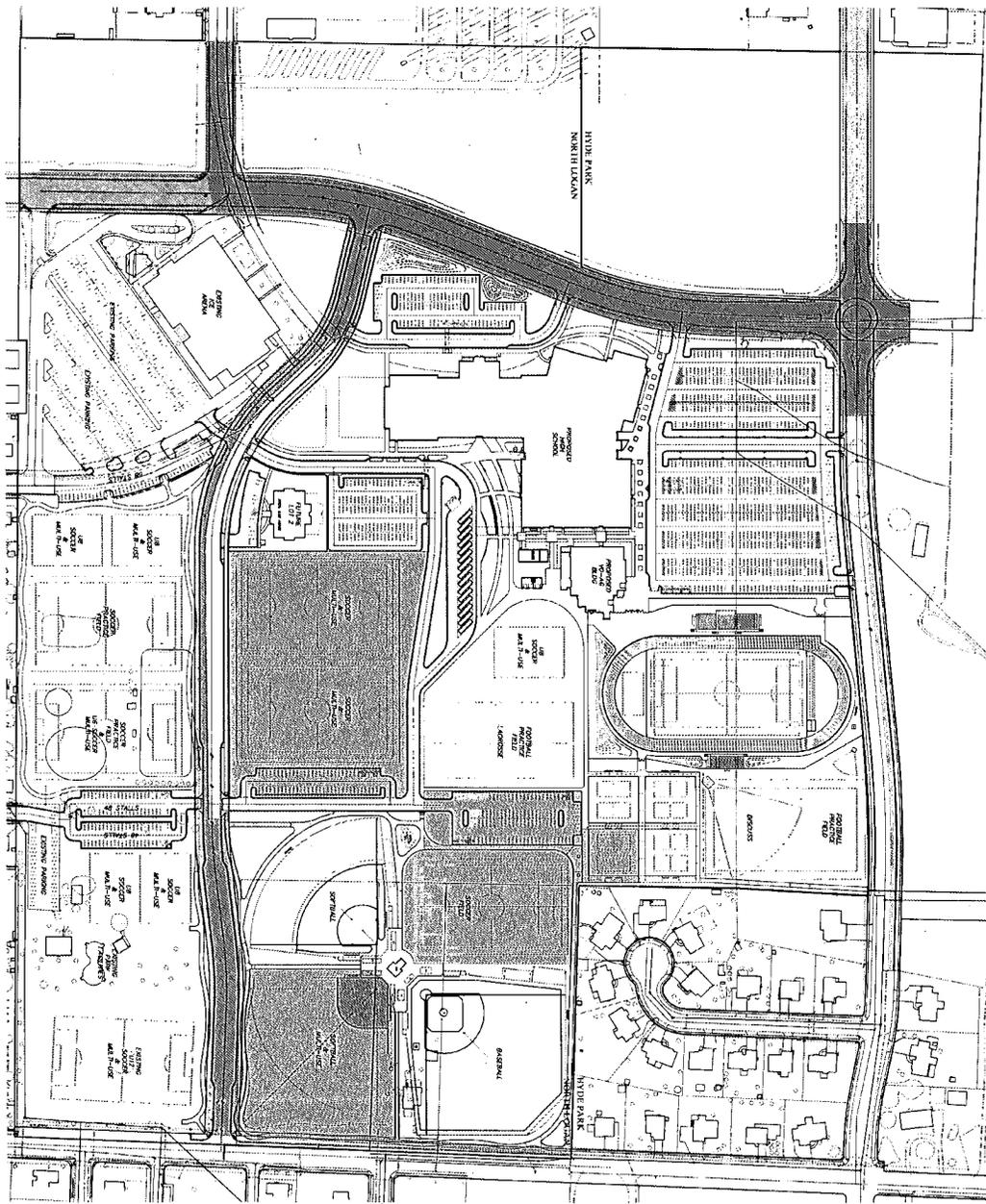
SUBJECT TO all easements, claims of easements, rights-of-way, zoning regulations, matters which would be disclosed by a proper survey, and other matters appearing of record (but excluding any mortgages, trust deeds, or other liens securing monetary obligations).

Grantor for himself and for his successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and exclude all other covenants arising or to arise by statute or otherwise, express or implied.

[signatures and acknowledgments to follow]

EXHIBIT C

(Development Responsibilities)



- DEVELOPMENT AREAS**
- UNDOT NORTH LOGAN CAMP
 - NORTH LOGAN HYDE PARK
 - NORTH LOGAN PARK
 - NORTH LOGAN ROAD
 - HYDE PARK ROAD



North Logan High School & Meadow View Athletic Complex
DEVELOPMENT PLAN

Cache County School District

OCTOBER 8, 2014

EXHIBIT D

(Estimated Cost Sharing Proposal)

Estimated Cost Sharing Environmental Assessment

Proposed Cost Sharing Breakdown

Cache County School District	Parcels	%	Acreage Conversions	%	Acreage Final	%	Final %	Estimated Cost Sharing
Cache County	5	25%	13.79	28%	13.79	19%	24%	\$ 24,389.42
North Logan	3	15%	0.98	2%	0.98	1%	6%	\$ 6,181.81
Hyde Park	3	15%	4.43	9%	26.43	37%	20%	\$ 20,591.91
Newton	4	20%	8.7	18%	8.7	12%	17%	\$ 16,809.36
Nibley	2	10%	1.18	2%	1.18	2%	5%	\$ 4,731.48
	3	15%	20	41%	20	28%	28%	\$ 28,221.02
	20		49.08		71.08		100%	

* Does not include Surveys and Appraisals completed or Closing Costs

Estimated Costs for Environmental Assessment

Wetlands	\$ 6,000.00
Cultural Resources	\$ 3,750.00
Environmental Assessment	\$ 35,000.00
Appraisals	\$ 20,000.00
Surveys	\$ 15,000.00
Concepts	\$ 12,000.00
Contingency	\$ 9,175.00
	\$ 100,925.00

EXHIBIT E

(Proposed Property Sales Proceeds Breakdown)

EXHIBIT E

PROPERTY-200 EAST

SALE PROCEEDS BREAKDOWN

Proposed Proceeds Sharing Breakdown

	Acreage Conversions	%	6(f) Acreage Final	%	Final % Share	Projected Profit Sharing
North Logan	4.43	17%	26.43	53%	35%	\$ 195,963.56
Hyde Park	8	30%	9.39	19%	24%	\$ 137,705.57
Newton	1.18	4%	1.18	2%	3%	\$ 19,155.52
Nibley	13	49%	13	26%	37%	\$ 211,035.36
	26.61		50		100%	

Priority Reimbursement Costs

AWHC	\$ 500,000.00
North Logan Utilities	\$ 182,000.00
Property Conversions	\$ 854,140.00
Subtotal	\$ 1,536,140.00

Estimated Project Property Sale	\$ 2,100,000.00	\$100,000 acre estimated price
Estimated Profit Availability	\$ 563,860.00	

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of this _____ day of December, 2014 (the "**Effective Date**"), by and between BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (the "**School District**"), and CACHE COUNTY, UTAH, a political subdivision of the State of Utah ("**Cache County**"). School District and Cache County are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Cache County owns certain real property located in Cache County, Utah, more particularly described in Section 1.1 below (the "**Cache County Property**" or "**Property**").

B. Subject to the terms of this Agreement, School District desires to acquire the Cache County Property from Cache County in exchange for the Cash Payment (as defined in Section 2.2), and Cache County desires to sell the Cache County Property to the School District.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Properties.

1.1. Cache County Property. The Cache County Property consists of approximately 21.31 acres of land (as determined by the "Surveys" (defined below)) and includes the following:

1.1.1 Land located in Cache County, Utah, known as 'Lot 1' and 'Lot 2' of the Cache Recreational Complex, and also known as the footprint of the planned North Logan High School, which land is shown and more particularly described on Exhibit 1.1.1, attached hereto and incorporated herein by this reference;

1.1.2 All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the Cache County Property.

1.1.3 "Surveys" for purposes of the Cache County Property shall be defined as the summary of appraisal on Exhibit 1.1.3, attached hereto and incorporated herein by this reference, and 'Lot 1' as described on Exhibit 1.1.1.

2. Exchange of Consideration.

2.1. Agreement to Purchase and Sell. In consideration for School District's Cash Payment as defined in Section 2.2, Cache County will grant and convey to School District, on the terms and conditions described herein, all of Cache County's interest in the Cache County Property as set forth in Section 8.2.1 and in the form of Exhibit 8.2.1 attached hereto ("**Cache County's Conveyance**").

2.2. Valuation and Allocation of Cash Payment. Subject to the terms and conditions of this Agreement, the Parties agree as follows:

2.2.1 Property Values. The Parties acknowledge that the value of the Cache County Property is Twenty-Five Thousand Dollars (\$25,000.00) per acre (the "**School District Property Value**"), as set forth in Exhibit 1.1.3.

2.2.2 Cash Payment. The amount of the cash to be paid by School District to Cache County (the "**Cash Payment**") shall be Thirteen Thousand Four Hundred Four Dollars and No/100 (\$13,404.00).

2.2.3 LWCF. The basis for the Cash Payment in compliance with the LWCF conversion of use program is set forth on the 6(f) Conversion and Valuation spreadsheet in Exhibit 2.2.3, and in the Interlocal Agreement in Exhibit 4.

2.2.4 Form of Cash Payment. The Cash Payment and Funds shall be made in United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

3. Due Diligence. The Parties' respective obligations to purchase and sell the Cache County Property shall be subject to the conditions set forth in this Section. School District, the Party acquiring property hereunder, shall be referred to herein as the "**Acquiring Party**," and Cache County, the Party conveying property hereunder, shall be referred to herein as the "**Conveying Party**."

3.1. Delivery of Documents. Within ten (10) days following the Effective Date, the Conveying Party shall deliver to the Acquiring Party a copy of any and all documents that are in the actual possession of the Conveying Party related to the property to be conveyed by the Conveying Party under this Agreement.

3.2. Investigation and Approval of Property. Unless otherwise specifically provided herein, the Acquiring Party shall have the sole and absolute responsibility to conduct such studies, surveys, inquiries and other investigations (collectively, the "**Investigations**") of the Property. Unless otherwise specifically set forth herein, all Investigations shall be conducted at the expense of the Acquiring Party. All such Investigations shall be completed prior to the "**Approval Date**," which shall be ninety (90) days following both the date the preliminary plat for the subdivision of the Cache

County Property is approved by North Logan City and Hyde Park City and the date the Environmental Assessment is approved by the National Park Service (the "**Preliminary Subdivision Date**") in accordance with the obligations set forth in Section 4. If the Approval Date lands on a holiday or weekend, the Approval Date shall be the next business day. The period of time from the date of this Agreement until and including the Approval Date shall be referred to herein as the "**Inspection Period**."

3.3. Right of Access. The Acquiring Party, and its representatives, agents, consultants, and designees shall have the right to enter upon the property to be acquired at the Acquiring Party's own cost, for any purpose in connection with its proposed acquisition, development or operation of such property. During the Inspection Period, the Acquiring Party may also obtain a Phase I environmental report covering the property it intends to acquire. The Acquiring Party hereby indemnifies the Conveying Party from any and all liabilities and losses (including mechanics' liens) arising out of such entry by the Acquiring Party or its representatives, agents, or designees.

3.4. Title. No later than ten (10) days after the Effective Date, the Conveying Party shall obtain and deliver to the other Party, at the Conveying Party's sole cost and expense, a preliminary title report or commitments for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (collectively, the "**Preliminary Title Report**") from Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, covering the Property to be conveyed by the Conveying Party.

3.5. Disapproval of Property. If the Acquiring Party determines, in the exercise of its sole and absolute discretion, that any aspect of the Property to be acquired is unsuitable or unsatisfactory for any reason whatsoever, including, without limitation, the Acquiring Party's election simply not to proceed with the purchase of the Property, the Acquiring Party may terminate this Agreement by giving written notice to the Conveying Party and Escrow Agent, as defined in Section 6, before 5:00 p.m., Mountain Standard Time on the Approval Date, in which event this Agreement shall be canceled and the Parties shall have no further obligations hereunder. Notwithstanding any provision hereof, the Parties' (i) representations, indemnifications and warranties contained in this Section 3, and (ii) obligations to restore the other Party's property, shall survive any termination or cancellation of this Agreement.

4. Approvals Development Obligations and Improvements. As part of the consideration for this Agreement, Cache County is conveying the Cache County Property to School District based upon School District obtaining all necessary approvals for the Cache County Property including but not limited to approval of the preliminary plat for the subdivision of the Property by North Logan City, approval of the Environmental Assessment by the National Park Service, and all necessary approvals from the State of Utah Land and Water Conservation Fund Program. The Parties acknowledge that notwithstanding the satisfaction of all other conditions related to the Closing of this Agreement, Cache County's obligation to complete the conveyance of the Property and the School District's obligation to complete the purchase of the Property is expressly conditioned upon the School District's faithful performance of its

obligations to obtain the foregoing necessary approvals with respect to the Property. Additionally, ~~as to development of and improvements related to the Property, the Parties~~ acknowledge an **"Interlocal Agreement"** with Cache County, North Logan City and Hyde Park City, attached hereto as Exhibit 4, which provides specific details as to the Parties' objectives and future obligations related to the Property, including application of and compliance with the LWCF program, after completion of the conveyance of the Property from Cache County to the School District.

5. **Acceptance/Condition of Property.** The Acquiring Party acknowledges that the Conveying Party has not made and does not make any representations as to the physical condition, layout, leases, rents, income, expenses, operation or any other matter or thing affecting or related to the Property to be conveyed and to this Agreement, and that neither Party is relying upon any statement or representation made by the other Party not embodied in this Agreement. The Acquiring Party hereby expressly acknowledges that no such representation has been made and agrees to take the property to be conveyed **"AS IS," "WHERE IS" and "WITH ALL FAULTS."**

6. **Escrow Agent and Escrow.** Within five (5) business days after the execution of this Agreement by the Parties, School District and Cache County shall open an escrow account with Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, Attn: Jim Hickman (**"Escrow Agent"**), by depositing an executed copy of this Agreement with the Escrow Agent.

7. **Closing.** The **"Closing"** shall occur at the office of the Escrow Agent on or before thirty (30) days after the Approval Date (the **"Closing Date"**) or on such earlier date as the Parties may mutually agree, provided, however, that the Parties shall have the right to mutually agree in writing to extend the Closing Date.

8. **Deliveries at Closing.** The Closing of the transaction described herein is expressly conditioned upon delivery by the Parties of the items described in this Section.

8.1. **School District's Obligations.** On or before the Closing Date, School District will:

8.1.1 Deliver to Escrow Agent the Cash Payment to be paid to Cache County in accordance with the terms of Section 2.2 above; and

8.1.2 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement;

The documents required to be delivered by School District hereunder shall be collectively referred to as the **"School District Documents."**

8.2. **Cache County's Obligations.** On or before the Closing Date, Cache County will:

8.2.1 Deliver to Escrow Agent one (1) original of a Special Warranty Deed in the form on ~~Exhibit 8.2.1~~, attached hereto and incorporated herein by this reference, duly signed and acknowledged by Cache County conveying fee simple title to the Cache County Property to School District, subject to all matters of record other than monetary liens and encumbrances (the "**Cache County Deed**"). Any monetary liens and encumbrances affecting the Cache County Property shall be paid by Cache County prior to Closing;

8.2.2 Deliver to Escrow Agent a Certificate of Non-Foreign Status;

8.2.3 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement; and

8.2.4 Deliver possession of the Cache County Property to School District, subject to the conditions of this Agreement.

The documents required to be delivered by Cache County hereunder shall be collectively referred to as the "**Cache County Documents.**"

9. Closing Costs and Prorations:

9.1. School District's Costs. School District shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of School District's Documents; and (iii) the fees and expenses of School District's attorneys, accountants, engineers, consultants, and designated representatives; (iv) the cost of the Survey and appraisal .

9.2. Cache County's Costs. Cache County shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of Cache County's Documents, if any; (iii) the cost of any ALTA Owner's Policy of Title Insurance obtained by School District; (iv) the fees and expenses of Cache County's attorneys, accountants, engineers, consultants, and designated representatives; and (v) and Preliminary Title Report.

10. Default. Except as specifically provided in this Agreement with regard to the Parties' right to terminate this Agreement: (i) in the event of a default by either Party of its obligations under this Agreement that are required to be completed prior to the Closing Date (including but not limited to the failure to satisfy any condition to Closing or the Development Obligations), the non-defaulting Party may sue for specific performance of the terms and conditions of this Agreement as its sole and exclusive remedy; (ii) in the event of a default by either Party of its obligations under this Agreement that are required to be completed after the Closing Date (including but not limited to the failure to satisfy the Development Obligations), the non-defaulting Party may sue for specific performance or monetary damages.

11. Time of Essence. Time is of the essence of every provision of this Agreement in which time is an element.

12. **Broker's Commissions.** If either Party involves a broker to assist it in this transaction, ~~said Party will pay all compensation due to such broker. Each Party agrees to and~~ does hereby indemnify, defend, save and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying Party in connection with the transactions covered by this Agreement.

13. **Attorney Fees.** In the event of a bona fide and undisputed default under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other Party, in enforcing this Agreement or in pursuing any remedy permitted hereunder. In the event any legal proceedings are instituted between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its court costs and reasonable attorney fees.

14. **Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Cache County or School District at the following addresses (or at such other address as Cache County or School District or the person receiving copies may designate in writing given in accordance with this Section 15):

If to School District:

Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County:

Cache County, State of Utah

Attn: _____
Email: _____

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to the Parties shall be given to Escrow Agent.

15. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Third Party Beneficiaries.** This Agreement is personal to School District and Cache County and their respective successors and assigns. There are no third party beneficiaries to this Agreement. Only the Parties hereto, or their successors and assigns, are intended to benefit from and be entitled to enforce the terms of this Agreement.

18. **Authority.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement, that all corporate and/or legislative approvals, as the case may be, have been secured and obtained, and that this Agreement is a binding obligation of the entity for which they are executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

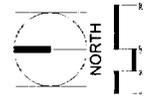
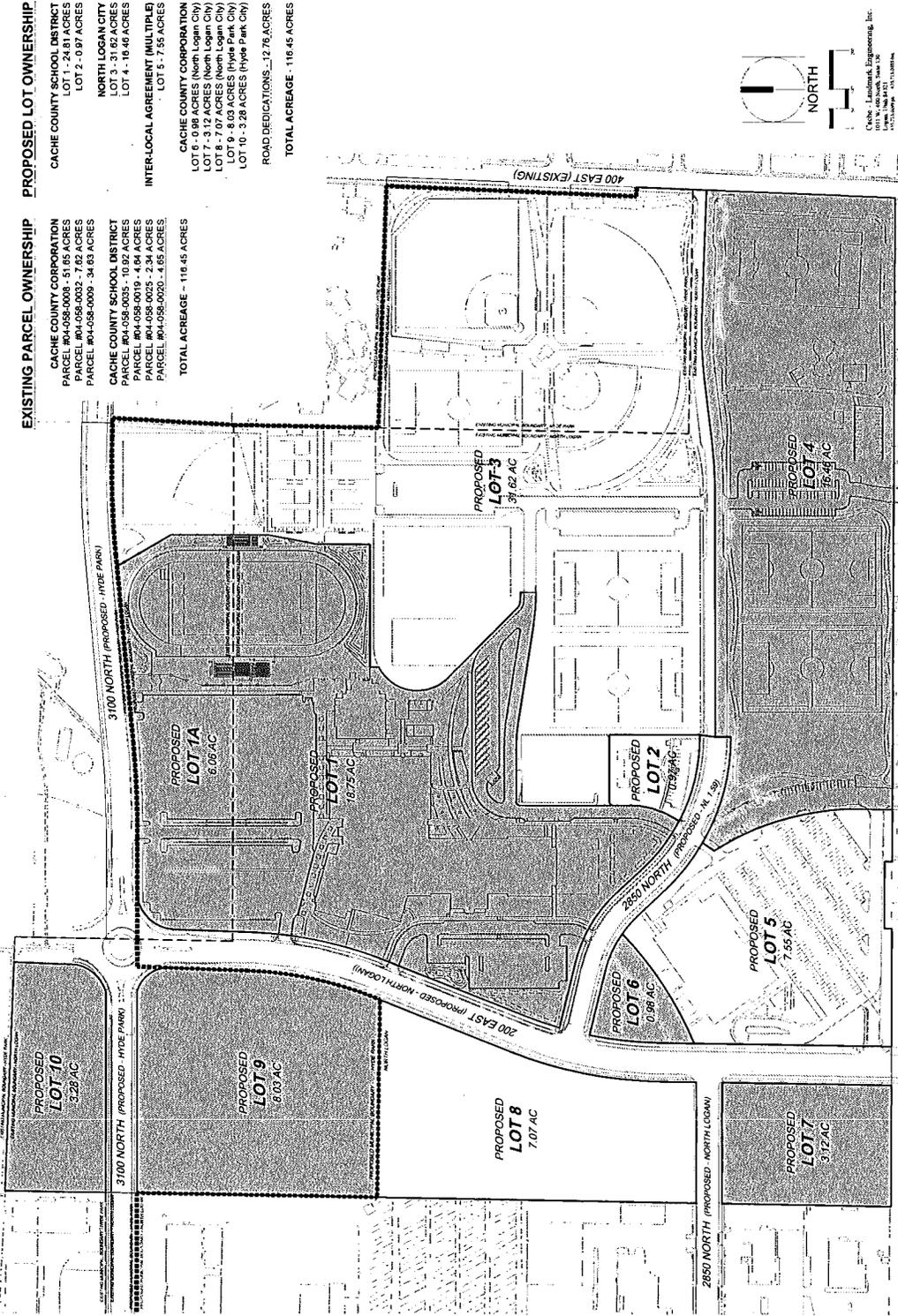
By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

EXHIBIT 1.1.1

(Plat of Cache County Property, including Lots)



Cache - Landmark Engineering, Inc.
1000 North Main Street
Logan, Utah 84301
01/11/2014 09:11:00 AM

EXHIBIT 1.1.3

(Summary of Appraisal of Cache County Property)

October 2, 2014

Utah Division of Parks and Recreation
c/o Susan Zarekarizi
1594 West North Temple, Suite #116
Salt Lake City, Utah 84114

Ownership: Cache County, a Municipal Corporation
County Parcel(s): 04-058-0008, 04-058-0009
and 04-058-0032

RE: 92.77 Acres of Land
2800 North 200 East
North Logan, Utah 84341

Dear Ms. Zarekarizi:

In accordance with your request, we have prepared the following narrative appraisal report on the above-referenced property. This analysis sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions.

The subject consists of a 92.770 acre or 4,041,061 square foot tract of land located at approximately 2800 North 200 East in North Logan, Utah. A portion of the property is improved as the Eccles Ice Center, with another portion improved as Meadow View Park. For purposes of this analysis we have been instructed to disregard the improvements on these parcels and value the land only assuming it was vacant and available for development. The property is vested to Cache County, a Municipal Corporation and consists of an assemblage of three contiguous tax parcels identified by the Cache County Recorder as County Parcels 04-058-0008, 04-058-0009, and 04-058-0032. The properties are currently zoned [FR] Forest Recreation and [R-1-12] Single-Family Residential by North Logan; however, it has a future highest and best use for future single-family subdivision and development. A more detailed description of the subject is found in the following report.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Interagency Appraisal and Evaluation Guidelines; the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them.

The intended users of this report are National Park Service / US Department of the Interior and State of Utah Division of Parks and Recreation, their assigns/affiliates, and no others. The purpose of the appraisal is to determine the 'as is' market value of the subject property. The intended use of this appraisal is to assist the decision making and negotiation process with regard to a potential acquisition of the property.

VALBRIDGE PROPERTY ADVISORS | Free and Associates, Inc.
Ownership: Cache County, a Municipal Corporation
Subject Property: 92.77 Acres of Land
Address: 2800 North 200 East, North Logan, Utah

Brent T Clark, MAI
bclark@valbridge.com
Brent J Clark
bjclark@valbridge.com

The effective date of the report is September 18, 2014, the date of personal inspection of the property. The value opinions reported herein are subject to the definitions, assumptions and limiting conditions, and certification contained in this report. The office of Valbridge | Free and Associates previously appraised the subject property on December 20, 2013 (Appraisers' File #UT01-14-0027).

Conclusions of value have been obtained using the sales comparison approach. This is the practiced and accepted method of valuing land in the local market. Cost and income approaches typically apply to building improvements and will not be necessary for the valuation as we have been asked to value the land only assuming it was vacant and available for development. Based on current market conditions and discussions with local real estate brokers and agents, the estimated marketing time would be 12 months.

Based on the analysis contained in the following report, our value conclusions involving the subject property are summarized as follows:

Value Conclusion Summary				
Value Type	Value Premise	Interest Appraised	Effective Date	Indicated Value
Market Value "As If" Vacant	As Is	Fee Simple	September 18, 2014	\$2,320,000

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent on the following extraordinary assumptions and/or hypothetical conditions:

Extraordinary Assumptions:

It is assumed that the information provided to us by the owner and county officials is accurate. Any material deviation from how this information was represented to us could result in a change in opinion of value.

Hypothetical Conditions:

This appraisal is based on the hypothetical condition that the land is vacant with no consideration given to any building or site improvements.

Ms. Susan Zarekarizi

October 2, 2014

Page 3

This letter of transmittal is *not* to be misconstrued as a complete appraisal report, but merely indicates the final value estimate developed in the following narrative appraisal report. The following narrative appraisal report provides supporting data, assumptions, and justifications for my final value conclusions. The appraisal is made subject to the general assumptions and limiting conditions stated on following pages.

Respectfully submitted,

VALBRIDGE | FREE AND ASSOCIATES, INC.



Brent T. Clark, MAI
Managing Director / Vice President

Utah State - Certified General Appraiser
License #5450417-CG00 (Exp. 6/30/15)



Brent J. Clark
Appraiser

Utah State - Licensed Appraiser
License # 7025696-LA00 (Exp. 5/31/2016)

Summary of Salient Facts

SUBJECT:	92.770 acres of land
APPROXIMATE ADDRESS:	2800 North 200 East North Logan, Utah, 84341
ASSESSOR'S PARCEL NUMBER(S):	04-058-0008, 04-058-0009, and 04-058-0032
OWNER OF RECORD:	Cache County, a Municipal Corporation
PROPERTY RIGHTS APPRAISED:	Fee Simple
ZONING:	[FR] Forest Recreation [R-1-12] Single-Family Residential
HIGHEST AND BEST USE	
As Vacant:	Low-density residential subdivision and development
As Improved:	N/A (not considered)
SITE DESCRIPTION	
Size:	92.770 acres or 4,041,061 square feet
Number of Parcels:	Three
Shape:	Irregular
Orientation:	Interior
Topography:	Basically level and at street grade with abutting roads
Street Frontage / Access:	66' on Main St. and 525' on 400 East
On-Site Improvements:	Asphalt paving, landscape, and Meadow View Park
Building Improvements:	George S. Eccles Ice Center and park improvements
Off-Site Improvements:	Asphalt paved road, curb, and gutter
Utilities:	All available
Flood Designation:	Floodscape Map #49005C0250C, dated May 24, 2011; Zone X - Minimal risk areas outside the 1-percent and 0.2- percent-annual-chance floodplains
Earthquake Hazard:	Low - Between 5 and 10 percent probability of liquefaction within the next 100 years
EXTRAORDINARY ASSUMPTIONS:	It is assumed that the information provided to us by the owner and county officials is accurate. Any material deviation from how this information was represented to us could result in a change in opinion of value.
HYPOTHETICAL CONDITIONS:	This appraisal is based on the hypothetical condition that the land is vacant with no consideration given to any building or site improvements.
VALUATION DATE:	September 18, 2014
DATE OF REPORT PREPARATION:	October 2, 2014
CONCLUDED MARKET VALUE:	\$2,320,000

EXHIBIT 4

(Cache County and School District 6(f) Conversion and Valuation-Exhibit 2.2.3)
(Interlocal Agreement)

Cache County and School District 6(f) Conversion and Valuation--Exhibit 2.2.3

District Conversion Requirement from Cache County

	Acres	Price Per Acre	Appraised Land Value
Lot 1	18.75	\$ 25,000	\$ 468,750
2850 N R/W	1.59	\$ 25,000	\$ 39,750
Lot 2	0.97	\$ 25,000	\$ 24,250
Total School Requirement			\$ 532,750

Preferred Conversions Adjacent to Existing Property

- Existing School District Land Purchases

	Acres	Appraised Land Value
Bingham	2.2	\$ 105,000
Reeder	4.6	\$ 167,000
Waite	5	\$ 180,000
Farley	2.23	\$ 67,346
Total School Purchase		\$ 519,346

Purchase Price

Parcel Purchase-Lot 1, 2, 2850 N R/W

\$ 13,404

Amount is equal to District Conversion Requirement - Preferred Conversions

INTERLOCAL COOPERATION ACT AGREEMENT
~~BETWEEN THE CITIES OF NORTH LOGAN AND HYDE PARK,~~
CACHE COUNTY AND THE CACHE COUNTY SCHOOL DISTRICT

THIS AGREEMENT is entered into this ____ day of December, 2014, between North Logan City, Utah, a municipal corporation ("North Logan"), Hyde Park City, Utah, a municipal corporation ("Hyde Park"), Cache County ("Cache County"), a political subdivision of the State of Utah, and Cache County School District (the "District"), sometimes collectively referred to herein as the "Parties" and individually as a "Party," pursuant to the authority granted and in compliance with the provisions of the Utah Interlocal Cooperation Act ("Act"), Utah Code § 11-13-101 *et seq.*, and is made with reference to the following:

RECITALS

WHEREAS, the District intends to construct a new high school ("School") in North Logan, Utah; and

WHEREAS, pursuant to the Utah Interlocal Cooperation Act, any two or more Utah public entities may enter into an agreement to provide for joint and cooperative action, including undertaking and financing a facility, development or improvement; and

WHEREAS, the Parties have purposes for cooperative action as provided herein;

WHEREAS, the Parties desire to delineate the Parties' respective responsibilities for the cooperative actions provided herein; and

WHEREAS, the Parties each find and expressly declare the undertaking herein contemplated (i) is in the best interests of their several citizens and beneficial to their health and welfare, (ii) will enable them to make the most efficient use of their powers, and (iii) will enable them to realize economies of scale and other benefits contemplated by the Interlocal Cooperation Act; and

WHEREAS, the Parties also desire to act consistent and in compliance with the purpose of the Land and Water Conservation Fund Act of 1965 (LWCF), including conversion of use processes under Section 6(f) of LWCF, which purpose is to assist in preserving, developing, and assuring accessibility to all citizens of present and future generations and visitors who are lawfully present such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation and to strengthen the health and vitality of the citizens; and

WHEREAS, all approvals, authorizations and other actions required to cause this Agreement to be the legal, valid and binding obligation of each of the Parties have been or will be obtained;

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose/Objectives. ~~The purpose of this Agreement is to set forth the terms and provisions by which the Parties can cooperate with each other in the financing, construction, development and improvement of the School and related recreational area known as the Cache Recreational Complex (the "Complex"), shown as Lots 1-10 on the mutually agreed upon engineered site plans ("Site Plans") shown in Exhibit "A," attached hereto and incorporated herein by reference. The Parties represent that the construction, development and improvements contemplated herein and the Site Plans comply with all applicable specifications and standards established by the County and/or any other governmental authorities or agencies whichever shall apply (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the "Governmental Entity"). The foregoing Recitals are hereby incorporated into this Agreement by Reference.~~

2. Responsibilities of and Costs to be Borne by the District.
 - a. The District shall purchase real property located in Cache County, Parcel No. 04-058-0035, known as the "Farley Parcel";
 - b. The District shall purchase real property located in Cache County, Parcel No. 04-058-0020, known as the "Waite Parcel";
 - c. The District shall purchase real property located in Cache County, Parcel No. 04-058-0025, known as the "Bingham Parcel";
 - d. The District shall purchase real property located in Cache County, Parcel No. 04-058-0019, known as the "Reeder Parcel";
 - e. The District shall purchase real property from Cache County, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, attached hereto as Exhibit "B" and incorporated herein by reference;
 - f. The District shall convey by Special Warranty Deed 1/4 of Farley Parcel to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - g. The District shall convey by Special Warranty Deed the Waite, Bingham and Reeder Parcels to North Logan, which shall be converted in compliance with 6(f) of the LWCF;
 - h. The District shall dedicate / donate 3100 North (east of 200 East) to Hyde Park;
 - i. The District shall dedicate / donate 200 East to North Logan CMPO Project;
 - j. The District shall design, install, construct, and/or develop, at its sole cost and expense, Cache County School District typical fields for the LWCF property as

shown in Lots 1.a, 1, 2, and 3 in the Site Plans, *see* Exhibit "A"), in compliance with ~~all applicable specifications and standards established by the~~ Governmental Entity;

- k. The District shall design, install, construct, and/or develop, at its sole cost and expense, a Crow's Nest for the Softball / Baseball Field on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- l. The District shall provide future power lines for the Tennis/Softball areas shown on Lot 3 in the Site Plans, in compliance with all applicable specifications and standards established by the Governmental Entity;
- m. The District shall, at its sole cost and expense, install, develop and construct 3100 North ("Road"), with future development and city responsible for constructing sidewalk on the north side and the installation of utilities and development of the District's 3100 North shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to Emerald Cove Subdivision, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation storm drain lines; and installation of all utility lines, The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- n. The District shall, at its sole cost and expense, install, develop and construct 2/3 of 2850 North, from 200 East to East Bus Entrance (See Exhibit C for Development Responsibilities). Installation, construction and development of the District's 2/3's of 2850 North from 200 East CMPO Project Limit Lines to East Bus Entrance of school shall include: (i) construction, grading and paving of a street running along from 200 East CMPO Project Limit Lines to School East Entrance to bus parking lot, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- o. ~~The District shall provide matching funds required for the 1/2 construction of 200 East along the school frontage for development of fields north of 2850 North;~~
- p. The District shall complete all aspects of the project in accordance with Utah Code section 10-9a-305 related to public education entities; and
- q. The District shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D," attached hereto.

3. Responsibilities of and Costs to be Borne by the County

- a. The County shall convey real property to the District, identified as Lots 1 and 2 in the Site Plans, subject to the terms of a certain Real Property Purchase and Sale Agreement, *see* Exhibit "B," attached hereto;
- b. The County shall dedicate / donate 3100 North (west of 200 East) to Hyde Park;
- c. The County shall dedicate / donate 200 East and 2850 North (west of 200 East) to North Logan;
- d. The County shall convey property west of 200 East, which shall be converted in compliance with 6(f) of the LWCF. The County shall be responsible to enter into a separate Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF, for the property west of 200 East, identified in the Site Plans as Lots 7, 8, 9 and 10;
- e. From the proceeds of the sale of the property west of 200 East, the County shall make payment in the following order of priority: (i) reimburse North Logan for George S. Eccles Ice Center utilities in the amount of 182,000; (ii) reimburse Hyde Park for land purchase; (iii) reimburse North Logan, Hyde Park, Newton City, and Nibley City for expenditures and purchases in connection with the Interlocal Cooperation Act Agreement with North Logan, Hyde Park, Newton City, and Nibley City for conversion of use in compliance with 6(f) of the LWCF; and (iv) share in additional proceeds with the City based upon percentages shown Exhibit E for the costs and expenses of development of the 6(f) converted properties per the Interlocal Agreement;
- f. The County shall transfer all water rights for LWCF Area to North Logan and School District for Lots 1, 2, 3, 4, 5 and Rights-of-way for 200 East and 2850 North, -as shown in Exhibit "A";

- g. The County shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and,
- h. The County shall abandon the North Park Equestrian Interlocal Agreement.

4. Responsibilities of and Costs to be Borne by North Logan.

- a. North Logan shall, at its sole cost and expense, install, develop and construct 200 East ("200 East" or "Road"). Installation, construction and development of 200 East shall include: (i) construction, grading and paving of a street running along from 2200 North to 3100 North, which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- b. North Logan shall, at its sole cost and expense, install, develop and construct south 1/3 of 2850 North (end of 200 East project limit lines) (the "south 1/3 of 2850 North" or "Road"). Installation, construction and development of the south 1/3 of 2850 North (west of school entrance) shall include: (i) construction, grading and paving of a street running along from 200 East Project Limit Lines to school east entrance (bus east entrance), which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- c. North Logan shall, at its sole cost and expense, install, develop and construct 2850 North from school east entrance to 400 East ("Road"). Installation, construction and development of 2850 North from school east entrance to 400 East shall include: (i) construction, grading and paving of a street running along from school east entrance (bus east entrance) to 400 East, which Road shall be

publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road as shown on the Site Plans; (iii) fire hydrants, if any, as may be required by the "Governmental Entity", and installation and construction of curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (iv) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- d. North Logan and Hyde Park shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and development of 3100 North (west of 200 East) shall include: (i) construction, grading and paving of a street running along from 200 East CMPO project limit line to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road to shall be determined by development; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;
- e. North Logan shall design, install, construct, and/or develop, at its sole cost and expense, Cache Recreation Center (a.k.a Meadow View Park) south of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- f. North Logan shall design, install, construct, and/or develop Cache Recreation Complex north of 2850 North, in compliance with all applicable specifications and standards established by the Governmental Entity;
- g. North Logan shall enter into a separate interlocal agreement with Hyde Park for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement;
- i. North Logan shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- h. North Logan shall abandon the North Park Equestrian Interlocal Agreement.

5. Responsibilities of and Costs to be Borne by Hyde Park

- a. As noted above, Hyde Park and North Logan shall install, develop and construct 3100 North (west of 200 East) ("Road"). Installation, construction and

development of 3100 North (west of 200 East) shall include: (i) construction, ~~grading and paving of a street running along from 200 East Project Limit Line~~ to Main Street (US Highway 91) which Road shall be publicly dedicated; (ii) access points for vehicular ingress and egress connecting the Road will be determined by development and City Code; and (iii) fire hydrants, if any, as may be required by the "Governmental Entity." The cost and expense of the foregoing shall be divided evenly between North Logan and Hyde Park. Additionally, Hyde Park shall design, install, construct, and/or develop, at its sole cost and expense installation and construction of (i) curbs, curb cuts, street signs, gutters, and culverts along or under the Road; and (ii) extension and installation of domestic water lines, secondary water lines (if secondary water is available in the area), sanitary sewer lines, storm drain lines; and installation of all utility lines, including three-phase power, telephone, gas, and power lines all inside the Road, along with utility stubs to the properties located adjacent to the Road. The Road shall be constructed and installed in accordance with all applicable specifications and standards established by the Governmental Entity and the Site Plans;

- b. Hyde Park shall enter into a separate interlocal agreement with North Logan for a boundary line adjustment, to be completed within sixty (60) days of the signing of this Agreement as shown in Exhibit "A";
- j. Hyde Park shall share in the cost of the Environmental Assessment for the conversion of the 6(f) property, as proposed in Exhibit "D"; and
- c. Hyde Park shall abandon the North Park Equestrian Interlocal Agreement.

6. Duration of Agreement and Completion Date. This Agreement shall become effective on the date it has been approved by the executive and legislative bodies of each party or as otherwise required by Utah Code § 11-13-202.5. The Agreement shall remain effective until the completion of the various infrastructure projects, acceptance by the Parties, and performance by the Parties of all terms and conditions of this Agreement.

7. Termination/Breach of Agreement. Termination of this Agreement prior to the expiration of its term is not contemplated.

- a. Termination. This Agreement may be terminated early only upon mutual written agreement by the Parties.
- b. Breach of Agreement. The Parties recognize that any material violation or breach of this Agreement will result in irreparable harm and damages that are not readily calculable. Accordingly, as a non-exclusive remedy, in addition to any damages that may be deemed appropriate, the Parties acknowledge that each Party shall be entitled to injunctive relief in the event of a material breach of this Agreement by either Party by means of specific performance or injunction, without any requirement to post a bond or other security;

provided, however, that prior to seeking injunctive relief to which the non-breaching Party is hereby entitled, the non-breaching Party will give written notice of the alleged material breach to the other Party, with a request that the breach be cured within thirty (30) days of the written notice. Additional time shall be allowed as may be required to diligently complete a cure reasonably commenced within the original thirty (30) day period of time. A material breach is defined as intentional or willful neglect of any of the provisions of this Agreement. A non-material breach shall be resolved by the contact persons/representatives of the Parties, provided that the refusal or neglect by either party to cure a non-material breach may be sited as a material breach within the reasonable discretion of the non-breaching party, and shall be subject to the relief and remedies related to material breach as contained herein. The non-breaching Party shall be entitled to recovery of reasonable costs and attorney fees incurred in seeking relief as provided for under this Provision, including but not limited to injunctive relief and damages. The Parties recognize that this is a provision of critical importance in this Agreement, and that each will take any and all necessary action to enforce this Agreement.

8. Damages/Expenses. All costs, damages and expenses incurred by a non-breaching party because of a default or a breach by the other party of this Agreement shall be the responsibility of the defaulting or breaching party.
9. Indemnification. Each party and its successors and assigns hereby agrees to indemnify, hold harmless and defend the other parties, and the other Parties' officers, agents, employees and representatives, from and against any and all liens, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, which may hereafter arise or be incurred, that are caused in whole or in part, by any negligent or wrongful act or omission of the indemnifying party, its officers, agents, employees and representatives.
10. Liens. The Parties shall keep the Complex free from any liens arising out of any work performed, materials furnished, or obligations incurred pursuant to this Agreement by, through, for or under the Parties, and shall indemnify, hold harmless and agree to defend the other Parties from any liens that may be placed on the Complex and/or the property pertaining to any work performed, materials furnished or obligations incurred pursuant to this Agreement by, through, for, or under the Parties or any of the Parties' agents, servants, employees, consultants, contractors or subcontractors. Any such liens shall be released of record within thirty (30) days of recordation.
11. Notices. Any notice to be given by a Party to the others with respect to this Agreement shall be in writing and shall be deemed effective: (i) upon personal delivery to the other parties at the address set forth below (or upon the refusal of any such attempted personal delivery), or (ii) three (3) days after deposit in the United States mail, certified, return receipt requested, postage prepaid (or as of any

earlier date evidenced by a receipt from the United States Postal Service). Notices shall be addressed as follows:

If to School District: Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County: Cache County, State of Utah

Attn: _____
Email: _____

If to North Logan: North Logan City, State of Utah

Attn: _____
Email: _____

If to Hyde Park: Hyde Park City, State of Utah

Attn: _____
Email: _____

12. Governing Law/Disputes. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Utah. Any litigation arising hereunder must be filed in the First Judicial District Court in and for Cache County, State of Utah.
13. Severability of Agreement. If any provision of this Agreement is found to be in violation of law or unenforceable, then notwithstanding any other provision of this Agreement, the remaining provisions of the Agreement shall remain effective and be interpreted consistent with the remaining provisions to give effect to the mutual intent of the Parties to the maximum extent allowed by law.
14. Entire Agreement. This Agreement contains the entire agreement between the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect.

15. Headings and Paragraph Numbers. Headings and paragraph numbers have been inserted solely for convenience and reference and shall not be construed to effect the meaning, construction or effect of this Agreement.
16. Binding/Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their agents, successors-in-interest, assigns and transferees. This Agreement may not be assigned without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
17. Authorization. The undersigned representatives of each party confirm his or her authority to execute this Agreement and represent that his or her governing body has authorized this Agreement.
18. Further Assurances. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant and obligation as stated herein. Each of the Parties shall cooperate in good faith with the others and shall do any and all acts and execute, acknowledge and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

Modification. This Agreement may not be changed, altered or modified without the written consent of the Parties.

IN WITNESS WHEREOF, the Parties hereto have this Agreement by and through their respective duly authorized representatives as of the day and year herein above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

North Logan: NORTH LOGAN CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

Hyde Park: HYDE PARK CITY, UTAH,
a municipal corporation

By: _____
Name (Print): _____
Its: _____

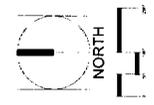
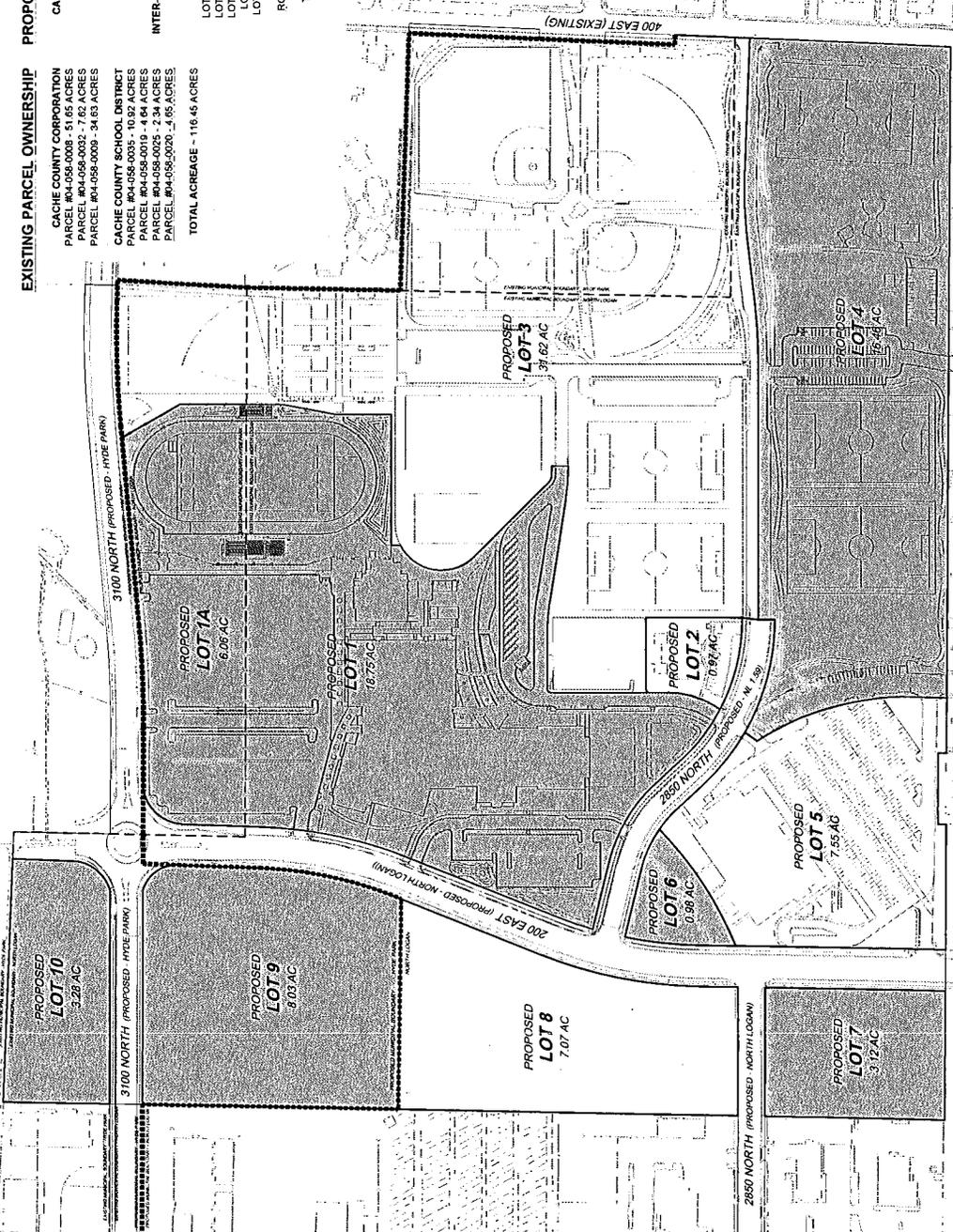
EXHIBIT A

(Proposed Cache Recreational Complex Site Plan and Lots)

Cache County School District

North Logan High School & Meadow View Athletic Complex

- EXISTING PARCEL OWNERSHIP**
- CACHE COUNTY CORPORATION
 - PARCEL #04-058-0008 - 51.65 ACRES
 - PARCEL #04-058-0032 - 7.62 ACRES
 - PARCEL #04-058-0009 - 34.63 ACRES
 - CACHE COUNTY SCHOOL DISTRICT
 - PARCEL #04-058-0019 - 10.92 ACRES
 - PARCEL #04-058-0018 - 4.64 ACRES
 - PARCEL #04-058-0025 - 2.34 ACRES
 - PARCEL #04-058-0000 - 4.95 ACRES
- TOTAL ACREAGE - 116.45 ACRES**
- PROPOSED LOT OWNERSHIP**
- CACHE COUNTY SCHOOL DISTRICT
 - LOT 1 - 24.81 ACRES
 - LOT 2 - 0.97 ACRES
 - NORTH LOGAN CITY
 - LOT 3 - 31.92 ACRES
 - LOT 4 - 16.46 ACRES
 - INTER-LOCAL AGREEMENT (MULTIPLE)
 - LOT 5 - 7.55 ACRES
 - CACHE COUNTY CORPORATION
 - LOT 6 - 0.98 ACRES (North Logan City)
 - LOT 7 - 3.12 ACRES (North Logan City)
 - LOT 8 - 7.07 ACRES (North Logan City)
 - LOT 9 - 8.03 ACRES (Hyde Park City)
 - LOT 10 - 3.28 ACRES (Hyde Park City)
- ROAD DEDICATIONS - 12.76 ACRES**
- TOTAL ACREAGE - 116.45 ACRES**



Cache - Landmark Engineering, Inc.
 1000 North Main Street
 Park View, Utah 84413
 (435) 226-1111

EXHIBIT B

(Real Property Purchase and Sale Agreement)

REAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT (this "**Agreement**") is made as of this ____ day of December, 2014 (the "**Effective Date**"), by and between BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah (the "**School District**"), and CACHE COUNTY, UTAH, a political subdivision of the State of Utah ("**Cache County**"). School District and Cache County are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Cache County owns certain real property located in Cache County, Utah, more particularly described in Section 1.1 below (the "**Cache County Property**" or "**Property**").

B. Subject to the terms of this Agreement, School District desires to acquire the Cache County Property from Cache County in exchange for the Cash Payment (as defined in Section 2.2), and Cache County desires to sell the Cache County Property to the School District.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals, the terms and conditions of this Agreement set forth below, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Properties.

1.1. **Cache County Property.** The Cache County Property consists of approximately 21.31 acres of land (as determined by the "Surveys" (defined below)) and includes the following:

1.1.1 Land located in Cache County, Utah, known as 'Lot 1' and 'Lot 2' of the Cache Recreational Complex, and also known as the footprint of the planned North Logan High School, which land is shown and more particularly described on Exhibit 1.1.1, attached hereto and incorporated herein by this reference;

1.1.2 All easements, rights-of-way or appurtenances used in connection with the beneficial operation, use and enjoyment of the Cache County Property.

1.1.3 "Surveys" for purposes of the Cache County Property shall be defined as the appraisal on Exhibit 1.1.3, attached hereto and incorporated herein by this reference, and 'Lot 1' as described on Exhibit 1.1.1.

2. **Exchange of Consideration.**

2.1. **Agreement to Purchase and Sell.** In consideration for School District's Cash Payment as defined in Section 2.2, Cache County will grant and convey to School District, on the terms and conditions described herein, all of Cache County's interest in the Cache County Property as set forth in Section 8.2.1 and in the form of Exhibit 8.2.1 attached hereto ("**Cache County's Conveyance**").

2.2. **Valuation and Allocation of Cash Payment.** Subject to the terms and conditions of this Agreement, the Parties agree as follows:

2.2.1 **Property Values.** The Parties acknowledge that the value of the Cache County Property is Twenty-Five Thousand Dollars (\$25,000.00) per acre (the "**School District Property Value**"), as set forth in Exhibit 1.1.3.

2.2.2 **Cash Payment.** The amount of the cash to be paid by School District to Cache County (the "**Cash Payment**") shall be Eleven Thousand One Hundred Dollars and No/100 (\$13,404.00).

2.2.3 **LWCF.** The basis for the Cash Payment in compliance with the LWCF conversion of use program is set forth on the 6(f) Conversion and Valuation spreadsheet in Exhibit 2.2.3, and in the Interlocal Agreement in Exhibit 4.

2.2.4 **Form of Cash Payment.** The Cash Payment and Funds shall be made in United States currency represented by certified or cashier's check, wire transfer or other readily available funds.

3. **Due Diligence.** The Parties' respective obligations to purchase and sell the Cache County Property shall be subject to the conditions set forth in this Section. School District, the Party acquiring property hereunder, shall be referred to herein as the "**Acquiring Party**," and Cache County, the Party conveying property hereunder, shall be referred to herein as the "**Conveying Party**."

3.1. **Delivery of Documents.** Within ten (10) days following the Effective Date, the Conveying Party shall deliver to the Acquiring Party a copy of any and all documents that are in the actual possession of the Conveying Party related to the property to be conveyed by the Conveying Party under this Agreement.

3.2. **Investigation and Approval of Property.** Unless otherwise specifically provided herein, the Acquiring Party shall have the sole and absolute responsibility to conduct such studies, surveys, inquiries and other investigations (collectively, the "**Investigations**") of the Property. Unless otherwise specifically set forth herein, all Investigations shall be conducted at the expense of the Acquiring Party. All such Investigations shall be completed prior to the "**Approval Date**," which shall be ninety (90) days following both the date the preliminary plat for the subdivision of the Cache

County Property is approved by North Logan City and Hyde Park City and the date the Environmental Assessment is approved by the National Park Service (the "**Preliminary Subdivision Date**") in accordance with the obligations set forth in Section 4. If the Approval Date lands on a holiday or weekend, the Approval Date shall be the next business day. The period of time from the date of this Agreement until and including the Approval Date shall be referred to herein as the "**Inspection Period**."

3.3. Right of Access. The Acquiring Party, and its representatives, agents, consultants, and designees shall have the right to enter upon the property to be acquired at the Acquiring Party's own cost, for any purpose in connection with its proposed acquisition, development or operation of such property. During the Inspection Period, the Acquiring Party may also obtain a Phase I environmental report covering the property it intends to acquire. The Acquiring Party hereby indemnifies the Conveying Party from any and all liabilities and losses (including mechanics' liens) arising out of such entry by the Acquiring Party or its representatives, agents, or designees.

3.4. Title. No later than ten (10) days after the Effective Date, the Conveying Party shall obtain and deliver to the other Party, at the Conveying Party's sole cost and expense, a preliminary title report or commitments for the issuance of title insurance, together with legible copies of all documents referred to in said preliminary title report (collectively, the "**Preliminary Title Report**") from Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, covering the Property to be conveyed by the Conveying Party.

3.5. Disapproval of Property. If the Acquiring Party determines, in the exercise of its sole and absolute discretion, that any aspect of the Property to be acquired is unsuitable or unsatisfactory for any reason whatsoever, including, without limitation, the Acquiring Party's election simply not to proceed with the purchase of the Property, the Acquiring Party may terminate this Agreement by giving written notice to the Conveying Party and Escrow Agent, as defined in Section 6, before 5:00 p.m., Mountain Standard Time on the Approval Date, in which event this Agreement shall be canceled and the Parties shall have no further obligations hereunder. Notwithstanding any provision hereof, the Parties' (i) representations, indemnifications and warranties contained in this Section 3, and (ii) obligations to restore the other Party's property, shall survive any termination or cancellation of this Agreement.

4. Approvals Development Obligations and Improvements. As part of the consideration for this Agreement, Cache County is conveying the Cache County Property to School District based upon School District obtaining all necessary approvals for the Cache County Property including but not limited to approval of the preliminary plat for the subdivision of the Property by North Logan City, approval of the Environmental Assessment by the National Park Service, and all necessary approvals from the State of Utah Land and Water Conservation Fund Program. The Parties acknowledge that notwithstanding the satisfaction of all other conditions related to the Closing of this Agreement, Cache County's obligation to complete the conveyance of the Property and the School District's obligation to complete the purchase of the Property is expressly conditioned upon the School District's faithful performance of its

obligations to obtain the foregoing necessary approvals with respect to the Property. ~~Additionally, as to development of and improvements related to the Property, the Parties~~ acknowledge an **"Interlocal Agreement"** with Cache County, North Logan City and Hyde Park City, attached hereto as Exhibit 4, which provides specific details as to the Parties' objectives and future obligations related to the Property, including application of and compliance with the LWCF program, after completion of the conveyance of the Property from Cache County to the School District.

5. **Acceptance/Condition of Property.** The Acquiring Party acknowledges that the Conveying Party has not made and does not make any representations as to the physical condition, layout, leases, rents, income, expenses, operation or any other matter or thing affecting or related to the Property to be conveyed and to this Agreement, and that neither Party is relying upon any statement or representation made by the other Party not embodied in this Agreement. The Acquiring Party hereby expressly acknowledges that no such representation has been made and agrees to take the property to be conveyed **"AS IS," "WHERE IS" and "WITH ALL FAULTS."**

6. **Escrow Agent and Escrow.** Within five (5) business days after the execution of this Agreement by the Parties, School District and Cache County shall open an escrow account with Hickman Land Title Company, 112 North Main St., Logan, Utah 84321, Attn: Jim Hickman (**"Escrow Agent"**), by depositing an executed copy of this Agreement with the Escrow Agent.

7. **Closing.** The **"Closing"** shall occur at the office of the Escrow Agent on or before thirty (30) days after the Approval Date (the **"Closing Date"**) or on such earlier date as the Parties may mutually agree, provided, however, that the Parties shall have the right to mutually agree in writing to extend the Closing Date.

8. **Deliveries at Closing.** The Closing of the transaction described herein is expressly conditioned upon delivery by the Parties of the items described in this Section.

8.1. **School District's Obligations.** On or before the Closing Date, School District will:

8.1.1 Deliver to Escrow Agent the Cash Payment to be paid to Cache County in accordance with the terms of Section 2.2 above; and

8.1.2 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement;

The documents required to be delivered by School District hereunder shall be collectively referred to as the **"School District Documents."**

8.2. **Cache County's Obligations.** On or before the Closing Date, Cache County will:

~~8.2.1~~ Deliver to Escrow Agent one (1) original of a Special Warranty Deed in the form on ~~Exhibit 8.2.1~~, attached hereto and incorporated herein by this reference, duly signed and acknowledged by Cache County conveying fee simple title to the Cache County Property to School District, subject to all matters of record other than monetary liens and encumbrances (the "**Cache County Deed**"). Any monetary liens and encumbrances affecting the Cache County Property shall be paid by Cache County prior to Closing;

8.2.2 Deliver to Escrow Agent a Certificate of Non-Foreign Status;

8.2.3 Deliver to Escrow Agent one (1) fully-executed original of the Settlement Statement; and

8.2.4 Deliver possession of the Cache County Property to School District, subject to the conditions of this Agreement.

The documents required to be delivered by Cache County hereunder shall be collectively referred to as the "**Cache County Documents.**"

9. **Closing Costs and Prorations:**

9.1. **School District's Costs.** School District shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of School District's Documents; and (iii) the fees and expenses of School District's attorneys, accountants, engineers, consultants, and designated representatives; (iv) the cost of the Survey and appraisal .

9.2. **Cache County's Costs.** Cache County shall pay for: (i) one-half (1/2) of the escrow fees; (ii) the recording fees of Cache County's Documents, if any; (iii) the cost of any ALTA Owner's Policy of Title Insurance obtained by School District; (iv) the fees and expenses of Cache County's attorneys, accountants, engineers, consultants, and designated representatives; and (v) and Preliminary Title Report.

10. **Default.** Except as specifically provided in this Agreement with regard to the Parties' right to terminate this Agreement: (i) in the event of a default by either Party of its obligations under this Agreement that are required to be completed prior to the Closing Date (including but not limited to the failure to satisfy any condition to Closing or the Development Obligations), the non-defaulting Party may sue for specific performance of the terms and conditions of this Agreement as its sole and exclusive remedy; (ii) in the event of a default by either Party of its obligations under this Agreement that are required to be completed after the Closing Date (including but not limited to the failure to satisfy the Development Obligations), the non-defaulting Party may sue for specific performance or monetary damages.

11. **Time of Essence.** Time is of the essence of every provision of this Agreement in which time is an element.

12. **Broker's Commissions.** ~~If either Party involves a broker to assist it in this transaction, said Party will pay all compensation due to such broker. Each Party agrees to and~~ does hereby indemnify, defend, save and hold harmless the other from and against any and all costs, liabilities, losses, damages, claims, causes of action or proceedings which may result from any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of such indemnifying Party in connection with the transactions covered by this Agreement.

13. **Attorney Fees.** In the event of a bona fide and undisputed default under this Agreement, the defaulting party shall pay all costs and expenses, including reasonable attorney fees, incurred by the other Party, in enforcing this Agreement or in pursuing any remedy permitted hereunder. In the event any legal proceedings are instituted between the Parties in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its court costs and reasonable attorney fees.

14. **Notices.** Except as otherwise required by law, any notice, demand or request given in connection with this Agreement shall be in writing and shall be given by personal delivery, overnight courier service, e-mail, or United States certified mail, return receipt requested, postage or other delivery charge prepaid, addressed to Cache County or School District at the following addresses (or at such other address as Cache County or School District or the person receiving copies may designate in writing given in accordance with this Section 15):

If to School District:

Board of Education of
Cache County School District
2063 North 1200 East
North Logan, Utah 84341
Attn: Dale Hansen
Email: dale.hansen@ccsdut.org

If to Cache County:

Cache County, State of Utah

Attn: _____
Email: _____

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery or e-mail, on the date of delivery to the overnight courier service, if such a service is used, and on the date of deposit in the mail, if mailed. Notice shall be deemed to have been received on the date on which the notice is actually received or delivery is refused. Copies of all notices given to the Parties shall be given to Escrow Agent.

15. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements,

representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, ~~are hereby superseded and merged herein.~~

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

17. **Third Party Beneficiaries.** This Agreement is personal to School District and Cache County and their respective successors and assigns. There are no third party beneficiaries to this Agreement. Only the Parties hereto, or their successors and assigns, are intended to benefit from and be entitled to enforce the terms of this Agreement.

18. **Authority.** The individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the entities for which they are executing this Agreement, that all corporate and/or legislative approvals, as the case may be, have been secured and obtained, and that this Agreement is a binding obligation of the entity for which they are executing this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

School District: BOARD OF EDUCATION OF
CACHE COUNTY SCHOOL DISTRICT,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

Cache County: CACHE COUNTY,
a political subdivision of the State of Utah

By: _____
Name (Print): _____
Its: _____

EXHIBIT 1.1.1

(Plat of Cache County Property, including Lots)

EXHIBIT 1.1.3

(Appraisal of Cache County Property)

EXHIBIT 4

(Interlocal Agreement)

EXHIBIT 8.2.1

(The Cache County Deed)

WHEN RECORDED, MAIL TO:

Board Education of Cache County School District

Attn: Dale Hansen

2063 North 2100 East

North Logan, Utah 84341

Tax Parcel _____

(space above reserved for Recorder's use only)

SPECIAL WARRANTY DEED

CACHE COUNTY, a political subdivision of the State of Utah ("Grantor"), hereby conveys and warrants against all claiming by, through or under Grantor only, to BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 2063 North 2100 East, North Logan, Utah 84341, ("Grantee"), for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Cache County, Utah:

See legal description on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO all easements, claims of easements, rights-of-way, zoning regulations, matters which would be disclosed by a proper survey, and other matters appearing of record (but excluding any mortgages, trust deeds, or other liens securing monetary obligations).

Grantor for himself and for his successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and exclude all other covenants arising or to arise by statute or otherwise, express or implied.

[signatures and acknowledgments to follow]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed this _____ day of _____, 2014.

CACHE COUNTY,
a political subdivision of the State of Utah

[DO NOT SIGN – EXHIBIT ONLY]

By: _____

Name (Print): _____

Its: _____

STATE OF _____)

:ss

COUNTY OF _____)

On this _____ day of _____, 2014, personally appeared before me _____, who indicated to me that he/she is a _____ of CACHE COUNTY, a political subdivision of the State of Utah, Grantor in the foregoing Special Warranty Deed, and that he/she duly acknowledged to me that he/she executed the foregoing instrument as a free and voluntary act for and on behalf of the said _____.

Notary public

Exhibit A

to the Cache County Deed

(Legal description of the Cache County Property)

Legal description of the Cache County Property

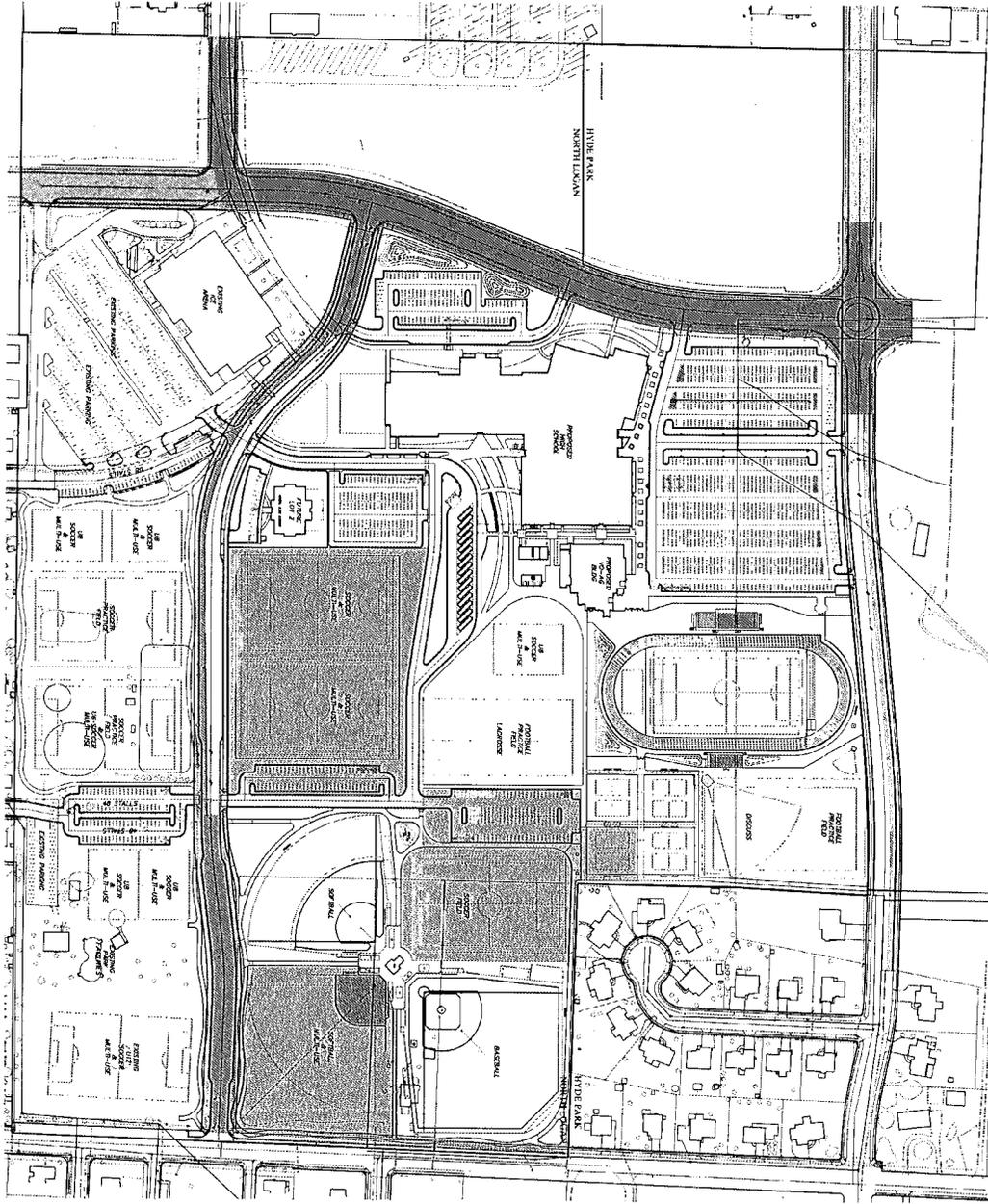
Lot 1, Cache Recreational Complex

Lot 2, Cache Recreational Complex

2850 North Street as defined by the Cache Recreational Complex Subdivision Plat

EXHIBIT C

(Development Responsibilities)



- DEVELOPMENT AREAS**
- 1001 NORTH LOGAN CANYON
 - NORTH LOGAN HYDE PARK
 - NORTH LOGAN PARK
 - NORTH LOGAN ROAD
 - HYDE PARK ROAD

North Logan High School & Meadow View Athletic Complex
DEVELOPMENT PLAN

Cache County School District
 OCTOBER 8, 2014

EXHIBIT D

(Estimated Cost Sharing Proposal)

Estimated Cost Sharing Environmental Assessment

Proposed Cost Sharing Breakdown

	Parcels	Acreage		Acreage		Final %	Final %	Estimated Cost Sharing
		%	Conversions	%	Final			
Cache County School District	5	25%	13.79	28%	13.79	19%	24%	\$ 24,389.42
Cache County	3	15%	0.98	2%	0.98	1%	6%	\$ 6,181.81
North Logan	3	15%	4.43	9%	26.43	37%	20%	\$ 20,591.91
Hyde Park	4	20%	8.7	18%	8.7	12%	17%	\$ 16,809.36
Newton	2	10%	1.18	2%	1.18	2%	5%	\$ 4,731.48
Nibley	3	15%	20	41%	20	28%	28%	\$ 28,221.02
	20		49.08		71.08		100%	

* Does not include Surveys and Appraisals completed or Closing Costs

Estimated Costs for Environmental Assessment

Wetlands	\$ 6,000.00
Cultural Resources	\$ 3,750.00
Environmental Assessment	\$ 35,000.00
Appraisals	\$ 20,000.00
Surveys	\$ 15,000.00
Concepts	\$ 12,000.00
Contingency	\$ 9,175.00
	\$ 100,925.00

EXHIBIT E

(Proposed Property Sales Proceeds Breakdown)

EXCISE
PROPERTY-200 EAST
SALE PROCEEDS BREAKDOWN

Proposed Proceeds Sharing Breakdown

	Acreage Conversions	%	6(f) Acreage Final	%	Final % Share	Projected Profit Sharing
North Logan	4.43	17%	26.43	53%	35%	\$ 195,963.56
Hyde Park	8	30%	9.39	19%	24%	\$ 137,705.57
Newton	1.18	4%	1.18	2%	3%	\$ 19,155.52
Nibley	13	49%	13	26%	37%	\$ 211,035.36
	26.61		50		100%	

Priority Reimbursement Costs

AWHC	\$ 500,000.00
North Logan Utilities	\$ 182,000.00
Property Conversions	\$ 854,140.00
Subtotal	\$ 1,536,140.00

Estimated Project Property Sale	\$ 2,100,000.00
Estimated Profit Availability	\$ 563,860.00
	\$100,000 acre estimated price

EXHIBIT 8.2.1

(The Cache County Deed)

WHEN RECORDED, MAIL TO:

Board Education of Cache County School District

Attn: Dale Hansen

2063 North 2100 East

North Logan, Utah 84341

Tax Parcel _____

(space above reserved for Recorder's use only)

SPECIAL WARRANTY DEED

CACHE COUNTY, a political subdivision of the State of Utah ("**Grantor**"), hereby conveys and warrants against all claiming by, through or under Grantor only, to BOARD OF EDUCATION OF CACHE COUNTY SCHOOL DISTRICT, a political subdivision of the State of Utah, whose address is 2063 North 2100 East, North Logan, Utah 84341, ("**Grantee**"), for the sum of Ten Dollars and other good and valuable consideration, the following described tract of land in Cache County, Utah:

See legal description on Exhibit A attached hereto and incorporated by reference herein.

SUBJECT TO all easements, claims of easements, rights-of-way, zoning regulations, matters which would be disclosed by a proper survey, and other matters appearing of record (but excluding any mortgages, trust deeds, or other liens securing monetary obligations).

Grantor for himself and for his successors in interest does by these presents expressly limit the covenants of this deed to those herein expressed, and exclude all other covenants arising or to arise by statute or otherwise, express or implied.

[signatures and acknowledgments to follow]

passed

Strike-out copy

SECTION X -- GRIEVANCES AND APPEALS

A. DEFINITION

A grievance is defined as any dispute or complaint arising between an employee and the County. A grievance includes but is not limited to acts of discrimination as defined in Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, or the Age Discrimination in Employment Act of 1967 (ADEA), which address race, color, religion, sex, national origin, political affiliation, disability or age.

B. POLICY

The purpose of the formal grievance procedure is to afford an employee a systematic means of obtaining further consideration of grievances after every reasonable effort, through informal discussions at the lowest possible level, has failed to resolve them. It is Cache County's policy to address employee's grievances promptly and fairly.

1. The grievance and appeals procedure is available to non-probationary merit employees in the event of dismissal, demotion, suspension or transfer for any reason. Grievances normally do not include disputes over issues such as oral or written warnings, initial probation, performance appraisal, work schedule or other like factors.
2. There may be circumstances in which an employee believes that he or she has been treated unfairly or when an employee feels dissatisfied with some aspect of his or her employment over which he or she has no control and for which he or she desires action. Employees who have grievances created by work situations have the right to submit such grievances for orderly disposition.
3. It is the policy of Cache County that the grievance and appeals policy and procedures set forth herein be used in conjunction with the performance improvement policy described in Section IV. Employees shall not be discriminated against, coerced, restrained nor retaliated against in any way for using the grievance procedure as set forth herein.

C. STEPS FOR RESOLVING GRIEVANCES

1. **STEP 1: VERBAL TO DEPARTMENT HEAD**

- a. The employee should verbally communicate any complaint or grievance to the department head. The employee should clearly identify the problem and suggest possible solutions to the department head.
- b. All grievances shall be communicated within ten (10) working days after the incident occurs or situation arises or after the most recent incident so that the grievance can be appropriately considered.
- c. The department head shall respond within ten (10) working days after receipt of verbal communication of grievance to the employee with a solution or other response.
- d. The employee, after having received a solution or an answer back from the department head, has ten (10) working days to appeal if not satisfied with the results.

2. **STEP 2: WRITTEN TO DEPARTMENT HEAD**

- a. If the grievance is not satisfactorily resolved with the verbal communication to the department head or within the time allowed for in **Step 1**, a written grievance on

~~the official Grievance Form, available from the Director of Human Resources,~~
should be hand-carried to the department head and to the Director of Human Resources.

- b. The department head and the Director of Human Resources have ten (10) working days to review and respond to the written grievance. The response to the employee from the department head and the Director of Human Resources should be in written form.
 - c. The employee, after having received a response to the written grievance from the department head and the Director of Human Resources, has ten (10) working days to appeal to the grievance committee chair with a copy to the Director of Human Resources if they are not satisfied with the results.
3. **STEP 3: APPEAL TO GRIEVANCE COMMITTEE**
If not satisfied with the written response of the department head or Director of Human Resources and the grievance remains unresolved or the department head and the Director of Human Resources failed to respond within the time allowed for in **Step 2**, an appeal to the grievance committee may be submitted by the employee.

D. THE GRIEVANCE COMMITTEE

The grievance committee shall consist of ~~four~~ five members, recommended by the Director of Human Resources, appointed by the County Executive, and confirmed by the County Council. The committee shall consist of:

- One elected official or One Department Head within Cache County ~~who shall serve as chair;~~
- ~~One appointed department head;~~
- ~~Two other County employees, who are not elected and confirmed officials or appointed department heads.~~
- ~~Alternate members for each position shall also be appointed.~~
- Two merit employees in a supervisory capacity (e.g. Lieutenant, Sergeant, Foreman, etc.)
- Two other merit employees, who are not elected or appointed and not in a supervisory capacity.
- Alternate members for each category shall also be recommended, appointed and confirmed.

1. The Director of Human Resources ~~or payroll specialist~~ or HR staff may not serve on the grievance committee. If any member of the grievance committee has a direct conflict of interest with an appeal or is from the same department as the appealing employee, that member must so state after notification of a pending appeal and an alternate member shall be appointed to replace that member for the specific appeal only.
 - a. If the employee believes that a conflict of interest exists with a member of the grievance committee, the employee may request that that member of the grievance committee be replaced by an alternate member. In that event, an alternate member shall be appointed for that appeal only. Under no circumstances shall more than one alternate member be required to be appointed to replace each original member of the grievance committee.
 - b. The appeal must include the signed written grievance on the official Grievance

Form, copies of any supporting documentation, a clear statement of relevant facts and applicable rules, policies, or laws, and the employee's recommendations or request for a solution.

- c. The grievance committee shall have ten (10) working days after receipt of the appeal to determine if a hearing should be held.
 - i. If the grievance committee determines that a hearing is not justified, it will explain the decision and recommend a solution in writing to the employee and the department head. The recommendation of the grievance committee is final.
 - ii. If the grievance committee determines that a hearing is justified, it shall convene a hearing within ten (10) working days.
2. The procedure for the hearing before the grievance committee shall be as follows:
 - a. At the hearing the employee or their representative shall establish the basis of the employee's grievance.
 - b. The department head will also review his or her findings with the grievance committee.
 - c. All information to be presented should be in writing and provided to the Grievance Committee before the hearing.
 - d. Parties to the grievance may call witnesses who shall be sworn in before testifying.
 - e. The grievance committee shall receive all evidence and may ask questions and gather relevant information as it deems appropriate.
 - f. The grievance committee shall render a written decision to the employee and the department head within ten (10) ~~calendar~~ working days of the conclusion of the hearing. The decision of the committee shall be final.
 - g. ~~Parties may record the proceedings with audio tape recorders, providing that the recording does not intrude upon the orderly conduct of the hearing. Only the grievance committee shall make a record of the hearing and its decision and may do so by using an audio recorder but no recording shall be made of the deliberations of the committee. No other recordings of the proceedings will be allowed. Grieving parties may make a written request of an official copy of the record or any recordings~~
 - h. ~~The grievance committee shall make a record of the hearing and its decision and may do so by using an audio tape recorder but no recording shall be made of the deliberations of the committee. Neither the hearing, the deliberations, nor other proceedings before the grievance committee constitute an open or public meeting and therefore shall be closed. All documents and associated support materials including, but not limited to, the grievance form, evidence, and committee decisions are to be classified as PRIVATE for purposes of the Government Records Access Management Act.~~

E. TERMINATION AND TRANSFER APPEALS

In those cases where a non-probationary merit employee is discharged through involuntary termination, suspended, or transferred through demotion from one position to another with less remuneration for any reason, the non-probationary merit employee has the right to a hearing before the grievance committee in accordance with the following procedures.

1. Within ten (10) twenty (20) working days of the discharge, suspension, transfer or

demotion, any employee requesting an appeal hearing shall submit a request for a hearing to the Director of Human Resources in writing. The Director of Human Resources shall then immediately forward the request to the grievance committee.

- a. The employee's request for a hearing shall set forth the action being appealed and include a statement by the employee stating in detail the facts of the case, the reasons why the appeal is being taken and what remedial action the employee desires.
- b. Within ten (10) twenty (20) working days after receipt of the request for a hearing, the grievance committee shall determine if a hearing is justified and if so, establish a hearing date and give written notice of the hearing to the employee not less than five (5) ten (10) working days before the hearing.
 - i. The written notice should include:
 - The hearing date, time and location;
 - A statement that the employee shall be entitled to appear in person at the hearing to present evidence on their behalf and confront witnesses and examine all evidence to be considered by the grievance committee, and that the employee may be represented by a person or legal counsel of the employee's choice and expense;
 - A statement to the effect that the committee will conduct the hearing informally and that:
 - the strict rules of evidence shall *not* apply;
 - that all witnesses will nevertheless be placed under oath by the Committee Chair;
 - that the grievance committee may request that the County Attorney act as counsel for the grievance committee;
 - that the aggrieved employee shall proceed first with the presentation of such facts and issues deemed relevant; and
 - that all witnesses shall be subject to cross-examination and questioning by the members of the grievance committee and the employee.
- c. The committee shall make a written report of its findings and decision. The report should contain the material facts brought out in the hearing upon which the committee bases its decision and a copy should be provided to the department head and employee within fifteen (15) ten (10) working days from conclusion of the hearing.
- d. Parties may record the proceedings with audio tape recorders, providing that the recording does not intrude upon the orderly conduct of the hearing.
- e. The grievance committee shall make a written record of the hearing and its decision and may do so by using an audio tape recorder but no recording shall be made of the deliberations of the committee.
- f. **Neither the hearing, the deliberations, nor other proceedings before the grievance committee constitute an open or public meeting and therefore shall be closed. All documents and associated support materials including, but not limited to, the grievance form, evidence, and committee decisions are to be classified as PRIVATE for purposes of the Government Records Access Management Act.**

F. GRIEVANCE PROCEDURE FOR HARASSMENT

All County employees are entitled to a work environment free from harassment based on race, color, religion, age, sex, national origin, disability, status as a veteran, or any other protected status.

1. DEFINITIONS.

a. “Sexual Harassment” is defined as follows: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment

b. “Harassment” includes but is not limited to:

- Epithets (e.g. nicknames, labels, etc.)
- Slurs,
- Derogatory comments or jokes,
- Intimidation,
- Negative stereotyping,
- Physical aggression such as pinching or patting,
- Verbal sexual abuse disguised as humor,
- Obscene gestures,
- Harassment may also include written or graphic material placed on walls, bulletin boards or elsewhere on the County's premises or circulated in the workplace that denigrates, shows hostility or aversion towards an individual or group.
- Threats,
- Assault,
- Verbal sexual abuse disguised as humor,
- Horseplay or bantering of a sexual or off-color nature,
- Any physical interference with an employee's normal work or movement, directed at individual employees, their relatives, friends or associates,
- Critical or negative remarks made about an employee's performance and not based on characteristics outlined above are not Harassment.

2. POLICY

It is the policy of Cache County that harassment of any person based on race, color, religion, age, sex, national origin, disability, status as a veteran, or any other protected status is strictly prohibited, whether directed at an employee, a vendor, or member of the public. County administrators and supervisory personnel are required to immediately report it so that it may be investigated and remedied with appropriate disciplinary action taken against any County employee who engages in harassment. The County encourages the prompt reporting of instances of harassment and will ensure that reporting employees' rights are protected. Confidentiality will, to the extent practical under the law and under the necessities of disciplinary action, be protected. Employees may bring good faith complaints without fear of retaliation.

a. Employees of the County who are the victims, or are otherwise aware, of

harassment by or against a County employee are encouraged to report such harassment as soon as possible. Anyone who believes they have been discriminated against or harassed has a duty to come forth and report such incidents. Employees may, at their choice, make a report of harassment to any of the following:

- Any supervisor in the employee's chain of command
- Any employee in Human Resources
- The County Attorney or their designee

- b. An employee of the County who ~~suspects~~ believes that he/she has been harassed as defined by the policy should:
1. Report the incident(s) to his/her department head immediately; ~~and within five (5) days of the most recent incident;~~ an initial report of harassment need not be in writing.
 - a. Submit a written description of the incident(s) to the department head within ten (10) working ~~thirty (30)~~ days of the most recent incident
 - b. If the alleged offending party is the department head, functions assigned to the department head under these procedures shall transfer to the Director of Human Resources (HR).
 3. The department head shall send a copy of the written complaint and all applicable supporting documentation to ~~the offending employee and the~~ Director of Human Resources.
 2. If, prior to filing a complaint under these procedures, the offended party seeks resolution of the matter in another form, whether administrative or judicial, the department head or Director of Human Resources shall have no obligation to proceed further with the matter pursuant to this grievance procedure.
 3. The complainant has the responsibility of demonstrating that the accusation is valid. If the department head and the Director of Human Resources feel an investigation is warranted, they should contact the county attorney, or his designee, to ~~determine~~ assist with an appropriate ~~response~~ course of action to the complaint prior to conducting an investigation.
 4. All matters relating to the investigation shall be kept confidential.
 5. If the department head, HR, and the county attorney, or his designee, determined further examination of the case is warranted, the department head and HR shall conduct an investigation to ascertain the pertinent facts and make a good faith effort to resolve the complaint through an informal process.
 - a. The alleged offending employee should have the opportunity to respond to the charges prior to the implementation of any disciplinary action.
 6. In examining the evidence, the department head and HR shall consider all of the circumstances including, but not limited to, the nature of the harassing advances and the context in which the alleged incident(s) occurred.
 7. In the event that the department head and HR believes that the complaint is not supported by sufficient evidence, they may dismiss the complaint.
 - a. The claimant employee may appeal the decision to dismiss the complaint to the grievance committee. The grievance committee will review the complaint, the findings of the investigation and the rationale of the

department head and HR as to why the complaint was dismissed.

9. If, after preliminary investigation, the accusations are determined to be valid and if informal resolution has failed, the department head shall take immediate and appropriate disciplinary action as determined and outlined by the department head, the Director of Human Resources, and the county attorney, or his designee.
10. Any retaliatory action of any kind by any employee against any other employee, as a result of this procedure, is prohibited and shall be regarded as a separate complaint under these procedures.
11. Any employee, who knowingly files a false complaint or knowingly misrepresents facts or evidence, shall be subject to disciplinary action.
12. **Neither the hearing, the deliberations, nor other proceedings before the grievance committee constitute an open or public meeting and therefore shall be closed. All documents and associated support materials including, but not limited to, the grievance form, evidence, and committee decisions are to be classified as PRIVATE for purposes of the Government Records Access Management Act.**

B. DISCIPLINARY ACTION

Harassment is an unlawful activity that violates County employment principles and policies, and such activity is prohibited as a form of discrimination under Title VII of the Civil Rights Act. Any employee who engages in such activity shall be subject to disciplinary action, which may include but is not limited to, disciplinary counseling, probation, suspension without pay, or termination of employment.