

**CITY OF LOGAN, UTAH
RESOLUTION NO. 13-66**

**BE IT RESOLVED BY THE LOGAN MUNICIPAL COUNCIL THAT THE
FOLLOWING ADJUSTMENTS BE MADE TO THE 2013-14 BUDGET:**

1. To appropriate funds for the purchase of property to be used for a trail head and park property (\$134,700 to be used from existing Parks & Recreation Capital appropriation and an additional \$300,000 to be seller financed over 3 years at 3% interest).

GENERAL FUND

Revenue

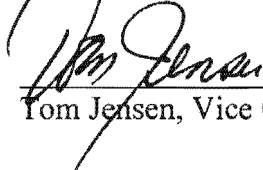
Non Departmental	100-000000-393200	\$300,000
Note Proceeds		

Expense

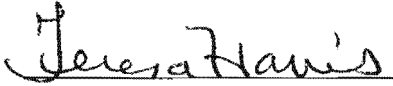
Parks & Recreation Administration	100-150100-471000	\$300,000
Land		

THIS RESOLUTION duly adopted upon this 20 day of August, 2013 by the following vote:

Ayes: Ward, Waines, Jensen, Olson, Quinlan
Nays: none
Absent: none


Tom Jensen, Vice Chair

ATTEST:


Teresa Harris, City Recorder

The Parks and Recreation Department is seeking approval from the Logan Municipal Council to purchase land from willing owner/seller, Val Egbert, located in unincorporated Cache County for the purpose of public trail and park development.

The location of the property is significant to future trail plans to link the 1000 West Trail along the Logan River to yet-to-be developed City park property located at 1900 West 600 South in Logan. This property contains twenty (20) acres located at approximately 1500 South 1600 West in unincorporated Cache County, and the property is currently maintained by the owner which is irrigated for hay production as well as recreational use, and the property is located along the south bank of the Logan River.

The owner's purchase price for the property is \$20,000 per acre and \$34,700 for the purchase of equipment currently used by the owner for maintenance of the property which will continue to be used by the Department for maintenance of the property.

It is proposed that payment of the land is to be spread over a four-year period beginning this year (2013) with purchasing terms being agreeable to the owner, specifically includes an initial payment upon Council approval in the amount of \$134,700 from the Department capital fund: \$100,000 for the first-year land purchase and \$34,700 for specific maintenance equipment (equipment list attached) followed by subsequent payments in the amount of \$100,000 annually plus 3% interest payable in August of 2014, 2015, and concluding with a final payment in 2016.

EQUIPMENT PURCHASE LIST
FROM VAL EGBERT

Item

Mahindra 4-wheel drive 55-horsepower tractor

Husquarvana 48-inch rotary deck mower

72-inch C-rake implement

84-inch R-blade implement

BX40 Wood Chipper

60-inch rotary cutter implement

3-point post hole digger implement

2 BTM Plow

120-inch disc implement

600 feet of irrigation pipe and gates

4 irrigation pumps

Sprinkler pipe fittings and heads

Total Purchase Price of Equipment:

\$34,700





T-67755



Ent 1093864 Bk 1782 Pg 1338
Date: 27-Aug-2013 09:47 AM Fee \$.00
Cache County, UT
Michael Glead, Rec. - Filed By JA
For LOGAN CITY

WARRANTY DEED

VAL EGBERT

grantor of Logan, Cache County, of the State of Utah, does hereby CONVEY and WARRANT to

CITY OF LOGAN, a Utah Municipal Corporation

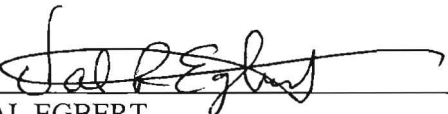
grantee of 290 North 100 West, Logan, UT 84321

for the sum of TEN DOLLARS and other good and valuable consideration the following described tract of land in Cache County, State of Utah.

Beginning at a point 40 rods North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 7, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, and running thence West 80 rods; thence North 40 rods; thence East 80 rods; thence South 40 rods to the point of beginning.

Tax Roll No. 02-079-0022

WITNESS, the hand of said grantor, this 22nd day of August A.D. 2013.


VAL EGBERT

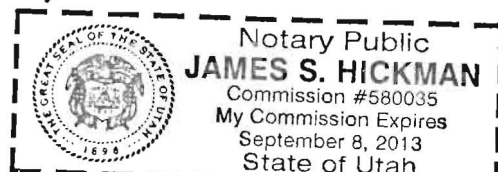
INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
 SS
County of Cache)

On the 22nd day of August A.D. 2013 personally appeared before me VAL EGBERT the signer of the within instrument, who duly acknowledged to me that he executed the same.

Commission expires: 9/08/13
Residing in: Logan, UT


Notary Public



KT



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WHEN RECORDED, MAIL TO:
Val R. Egbert and Judy M. Egbert

812 Three Point Avenue

Logan, UT 84321

Ent 1093865 Bk 1782 Pg 1339

Date: 27-Aug-2013 09:47 AM Fee \$0.00

Cache County, UT

Michael Gleed, Rec. - Filed By JA

For LOGAN CITY

TRUST DEED

With Assignment of Rents

THIS TRUST DEED, made this 22nd day of August, 2013 between
CITY OF LOGAN, a Utah Municipal Corporation, as TRUSTOR,
whose address is 290 North 100 West, Logan, UT 84321,
HICKMAN LAND TITLE COMPANY as TRUSTEE,* and
VAL R. EGBERT and JUDY M. EGBERT, husband and wife as joint tenants and not as tenants in
common, with full rights of survivorship, as BENEFICIARY,

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, the following described property, situated in Cache County, State of Utah:

**Beginning at a point 40 rods North of the Southeast corner of the Northeast Quarter of
the Southeast Quarter of Section 7, Township 11 North, Range 1 East of the Salt Lake Base
and Meridian, and running thence West 80 rods; thence North 40 rods; thence East 80
rods; thence South 40 rods to the point of beginning.**

Tax Roll No. 02-079-0022

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements,
rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or
hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and
authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even
date herewith, in the principal sum of **\$300,000.00**, made by Trustor, payable to the order of Beneficiary at the
times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications
thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans
or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note
or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by
Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

*NOTE: Trustee must be a member of the Utah State Bar; a bank, building and loan association or savings and loan
association authorized to do such business in Utah; a corporation authorized to do a trust business in Utah; or a title
insurance or abstract company authorized to do such business in Utah.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to
complete or restore promptly and in good and workmanlike manner any building which may be constructed,
damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to

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commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

Ent 1093865 Bk 1782 Pg 1340

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all cost, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

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IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

Ent 1093865 Bk 1782 Pg 1341

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trust, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

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14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

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15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implies. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. (a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or further encumbered or transferred, including any water transfer as defined in subsection (b) below, by Trustor, or by operation of law or otherwise, without Beneficiary's prior written consent, all Indebtedness, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation. (b) A water

T-67755

transfer is any transfer, assignment, sale, agreement to sell, conveyance, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of any existing or hereafter created or acquired Water Assets.

20. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.


21. This Trust Deed shall be construed according to the laws of the State of Utah.

22. The undersigned Trustor and the above mentioned Beneficiary requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

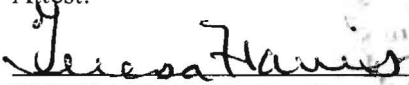
Signature of Trustor

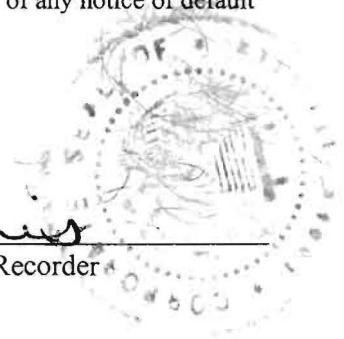
CITY OF LOGAN, a Utah Municipal Corporation

By:


RANDY WATTS, Mayor

Attest:


TERESA HARRIS, City Recorder

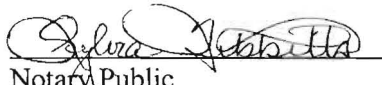


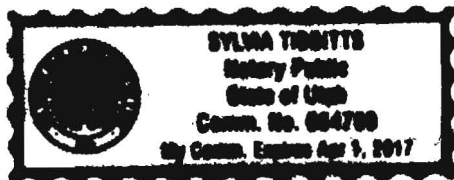
CORPORATE ACKNOWLEDGMENT

STATE OF UTAH }
 SS
County of Cache }

On the 22nd day of August A.D. 2013 personally appeared before me RANDY WATTS and TERESA HARRIS who, being by me duly sworn, did say that they are the Mayor and City Recorder respectively of the CITY OF LOGAN, a Utah Municipal Corporation and that the said instrument was signed in behalf of said municipal corporation by authority of a resolution of its board of directors and the aforesaid officers acknowledged to me that said municipal corporation executed the same.

Commission expires: 04-01-2017
Residing in: Logan, Utah


Notary Public



Ent 1093865 Bk 1782 Pg 1343

Civil
PROOF OF PUBLICATION

STATE OF UTAH
COUNTY OF CACHE, ss

On this 12th day of August , A.D. 2013 personally appeared before me Monica Christensen who being first being duly sworn, deposes and says that she is the Assistant to the Finance Director of the Cache Valley Publishing Co., publishers of The Herald Journal a daily newspaper published in Logan City, Cache County Utah, and that the Legal Notice, a copy of which is hereto attached was published in said newspaper for 1 issue(s) and that said notice also published on utahlegals.com on the same days(s) as publication in said newspaper

Commencing on the following days:
08/11/2013



, Assistant to the Finance Director

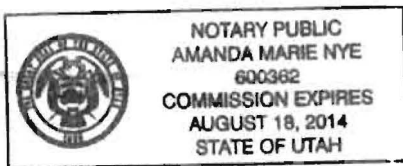
Subscribed and sworn to before me on this 12th day of August , A.D. 2013



, Notary Public

Commissioned in the State of Utah

My Commission expires August 1, 2015



NOTICE OF PUBLIC HEARING
Logan Municipal Council

The Municipal Council of the City of Logan, Utah will hold a public hearing to consider the following:

An adjustment to the FY 2013-14 budget appropriating: \$72,392 for the 2013 RAPZ Tax Municipal Population Allocation for the 2013 Freedom Fire event and 1800 S 100 W trail project; \$40,000 for the 2013 RAPZ Tax Municipal Population Allocation for Phase Two Dog Park/Emergency Site; \$130,073 for the 21st Century Grant to support After School Programs in the Logan City School District; \$12,000 for funds awarded to the Logan City Police Department from the Internet Crimes Against Children (ICAC) Task Force of Utah; \$4,442 for the State Asset Forfeiture Grant awarded for FY2014; \$8,649 reimbursement to the Logan City Fire Department for the Wildflower Wildland Fire deployment.

An adjustment to the FY 2013-2014 budget appropriating: \$300,000 for the purchase of property to be used for a trail head and park property (20 acres located at approximately 1500 S 1600 W in unincorporated Cache County. (\$134,700 to be used for existing Parks & Recreation Capital appropriation and an additional \$300,000 to be seller financed over 3 years at 3% interest.

Said public hearings will be held Tuesday, August 20, 2013, not before 5:30 p.m. in the Logan Municipal Council Chambers, 290 North 100 West, Logan UT.

Full text of the resolution is available for inspection at the City Recorder's Office during business hours.

Teresa Harris,
City Recorder

Publication Date: August 11, 2013

Hickman Land Title Co.
112 North Main St. • P.O. Box 386
Logan, UT 84323-0386
Tel 435-752-0582 • Fax 435-752-0584
Serving Cache County

Hickman Land Title Co.
872 West Heritage Park Blvd., Suite 120
Layton, Utah 84041
Tel 801-416-8900 • Fax 801-416-8950
Serving Davis & Weber Counties



www.landtitleco.com
Utah Watts line 1-800-365-7720
Wyoming Watts line 1-800-289-9920

Rich Land Title Co.
P.O. Box 362
Randolph, Utah 84064-0362
Tel 435-752-0582 • Fax 435-752-0584
Serving Rich County

Land Title Co.
160 East Boradway • P.O. Box 651
Jackson, WY 83001-0651
Tel 307-733-4713 • Fax 307-773-6186
Serving Lincoln, Sublette & Teton Counties

IMPORTANT NOTICE

Dear Policy Owner:

In connection with the transaction recently handled by us for you, we are pleased to enclose your title policy.

A special file has been set up on your property and hence, we are in a position to render you excellent service in future transactions. While the issuance of any future policies will depend upon a current examination and the status of title at the time, in the event you desire to sell or mortgage your property, please contact us promptly and we will expeditiously process your application.

If taxes for the current year were not paid at the time your transaction was closed, you should pay them at the end of the year.

We appreciate having had this opportunity to serve you; and we shall be pleased to assist you in any matters involving this or other properties you own, as your needs and the protection of your property rights are our first consideration.

Sincerely yours,
HICKMAN LAND TITLE COMPANY

enc.

Hickman Land Title Co.
112 North Main St. • P.O. Box 386
Logan, UT 84323-0386
Tel 435-752-0582 • Fax 435-752-0584
Serving Cache County

Hickman Land Title Co.
872 West Heritage Park Blvd., Suite 120
Layton, Utah 84041
Tel 801-416-8900 • Fax 801-416-8950
Serving Davis & Weber Counties



www.landtitleco.com
Utah Watts line 1-800-365-7720
Wyoming Watts line 1-800-289-9920

Rich Land Title Co.
P.O. Box 362
Randolph, Utah 84064-0362
Tel 435-752-0582 • Fax 435-752-0584
Serving Rich County

Land Title Co.
160 East Boradway • P.O. Box 651
Jackson, WY 83001-0651
Tel 307-733-4713 • Fax 307-773-6186
Serving Lincoln, Sublette & Teton Counties

Dear Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

Our concern with the protection of your information has been a part of our business since 1904, when the company that is now **HICKMAN LAND TITLE COMPANY, RICH LAND TITLE COMPANY, and LAND TITLE COMPANY (Wyoming)** began providing title service. We will continue to protect the privacy, accuracy, and security of customer information given to us.

What kinds of information we collect. Most of our business is title insurance. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. We then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account number to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That VAL EGBERT,

the SELLERS, for and in consideration of the sum of:

Ten and 00/100 DOLLARS,

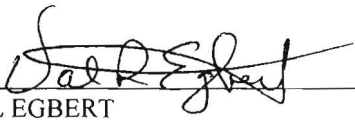
to seller in hand paid by CITY OF LOGAN, a Utah Municipal Corporation

the BUYER, the receipt whereof is hereby acknowledged, has bargained, sold, assigned and transferred, and by these presents do bargain, sell, assign and transfer unto said Buyer that certain personal property in County of Cache, State of Utah particularly described as follows:

All items specified in the Purchase Agreement between Val Egbert and the City of Logan, Dated August 22nd, 2013

And the Seller upon the consideration recited above warrants ownership of and good title to said property, the right to sell the same and that there are no liens, encumbrances or charges thereon or against the same and to defend the title and possession transferred to the Buyer against all lawful claims.

In Witness Whereof, have hereunto set hand this 22nd day of August, 2013.



VAL EGBERT



SCHEDULE A

Name and Address of Title Insurance
Company:

First American Title Company

Order No.: T-67755

Policy No.: 5011400-405942

Loan No.:

*Address Reference:

Amount of Insurance: \$400,000.00

Premium: \$1,867.00

Date of Policy: August 27, 2013 at 9:47 AM

1. Name of Insured:

CITY OF LOGAN, a Utah Municipal Corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

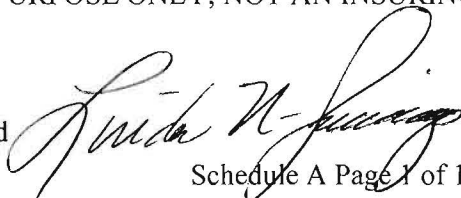
CITY OF LOGAN, a Utah Municipal Corporation

4. The Land referred to in this policy is described as follows:

Beginning at a point 40 rods North of the Southeast corner of the Northeast Quarter of the Southeast Quarter of Section 7, Township 11 North, Range 1 East of the Salt Lake Base and Meridian, and running thence West 80 rods; thence North 40 rods; thence East 80 rods; thence South 40 rods to the point of beginning.

*FOR COMPANY REFERENCE PURPOSE ONLY, NOT AN INSURING PROVISION.

Countersigned



First American Title Insurance Company
Assistant Secretary

Schedule A Page 1 of 1

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SCHEDULE B

Order No.: T- 67755

Policy No.: 5011400-405942

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessment, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents, or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Any adverse claim based upon the assertion that (a) Some portion of the land forms the bed or back of a navigable river or lake; or lies below the mean high water mark thereof; (b) The boundary of the land has been affected by a change in the course or water level of a navigable river or lake; (c) The land is subject to water rights claims or title to water and any law or governmental regulation pertaining to wetlands.
8. Location of improvements not visible by inspection and/or survey, i.e. water lines sewer, septic.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
10. Taxes for the year 2013, and subsequent years, not yet due and payable.
Tax Parcel No. 02-079-0022. (2012 taxes were paid in the amount of \$69.71)
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
12. The terms and provisions of the "Farmland Assessment Act of 1969" in Title 59, Chapter 2, Part 5 of the Utah Code, and amendments thereof, disclosed by that certain Application for Taxation of Agricultural Land, dated October 29, 2004, and recorded January 19, 2005, as Entry No. 881644, in Book 1337, at page 80, of Official Records, which, in part, provides for the right of Cache County to reassess said property for previous years and the collection of additional taxes resulting from any such reassessment.



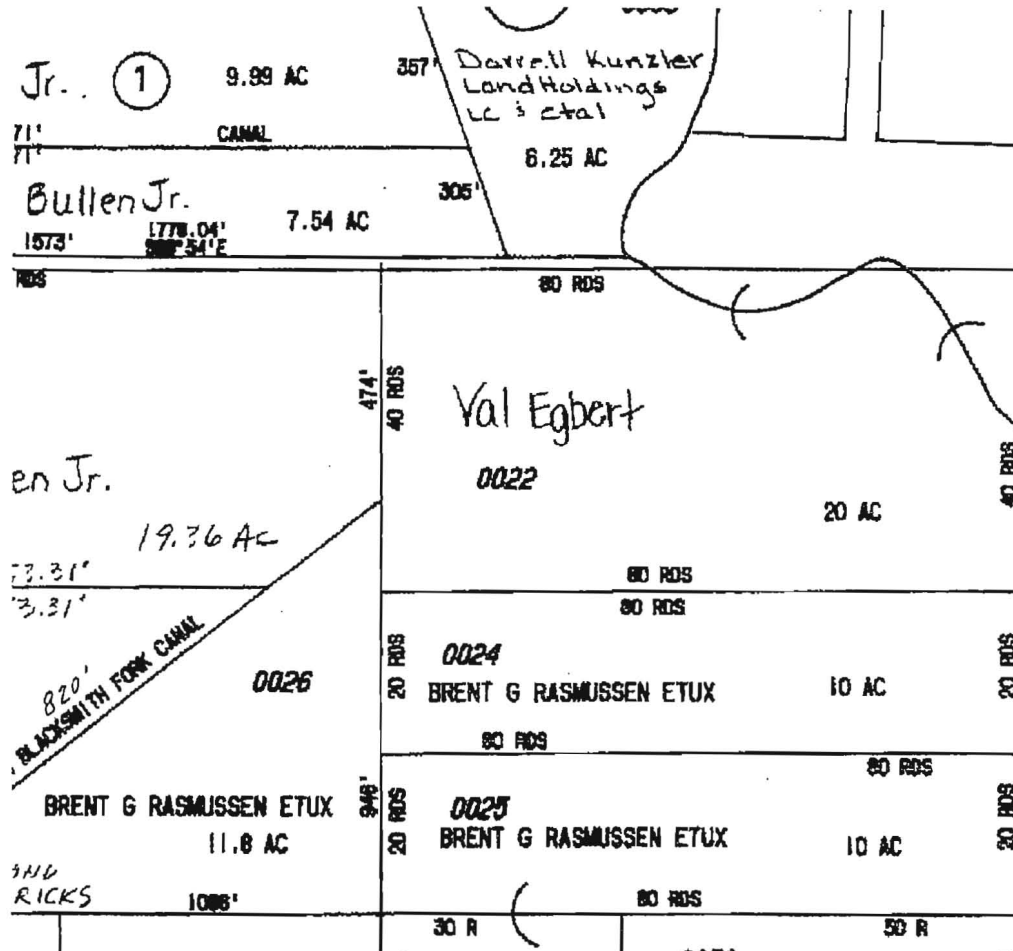
SCHEDULE B

Order No.: T- 67755

Policy No.: 5011400-405942

13. A right of way 1 rod in width on both sides and running the full length of all quarter section lines within the above described land is hereby reserved and forever dedicated to the public use as highways.
14. Right of the Irrigation Company to service and maintain its canal, which runs through this property.
15. **TRUST DEED WITH ASSIGNMENT OF RENTS**
Trustor: CITY OF LOGAN, a Utah Municipal Corporation
Trustee: HICKMAN LAND TITLE COMPANY
Beneficiary: VAL R. EGBERT and JUDY M. EGBERT, husband and wife as joint tenants and not as tenants in common, with full rights of survivorship
Amount: \$300,000.00, plus interest
Dated: August 22, 2013
Recorded: August 27, 2013
Entry No.: 1093865
Book/Page: 1782/1339





SEE 02-082

Section 7 Township 11 North, Range 1 East

Scale 1" = 400 Feet

LOTS 1 THRU 15 RICHLAND ACRES
BLOCKS 14 THRU 17 PLAT "B" LOGAN ISLAND SVY

TAX UNIT 128

02-079

